



**“Annexure A”**

*(A Précis of the Body Corporate By Laws)  
A complete copy of the By Laws can be viewed on the website,  
Or hard copy requested from office*

## **HOUSE RULES**

**Reception and Office Information:      On Site Manager: Adam Bracey**

**Office Hours: Monday, Tuesday and Thursday 8.30am to noon / 1pm to 3pm  
Early closing Wednesday at 1.00pm  
Friday 8.30am – 12pm – 1.30 to 3.00 pm**

**Closed Weekends & Public Holidays.                      Emergency Only Number: 0421 404 734**

Pool Hours: 8.00am – 6pm

Gym & Laundry Hours: 6.00am – 9.30pm

**Noise Curfew after 10.30pm**

**5KPH SPEED LIMIT THROUGHOUT THIS ENTIRE COMPLEX**

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- 1. COMPLIANCE OF TENANTS:** The duties and obligations imposed by these House Rules on a tenant shall be observed not only by the tenant/s but by the tenant’s guests, servants, children and invitees. These House Rules were devised for the benefit, comfort and safety of all tenants.
  - 2. IN THE CASE OF FIRE: RING 000:** If you see smoke or flames, dial 000 (triple zero) for the Fire Brigade immediately. **DO NOT** use lifts, use the Fire Stairs located at designated **EXITS**. As a tenant, it is your responsibility to ensure your guests and/or visitors know where the fire exits are situated. Any tenant, or tenant’s guest, that causes the Fire Brigade to be in attendance at Varsity Apartments on Main, due to vandalism/misbehaviour/mistake etc., will be responsible for paying the prescribed fee of approximately \$1800.75 for a fire brigade call out. Smoke alarms in all apartments and/or passageways must **NOT** be covered for any reason; it is your responsibility to replace the batteries each six months (see Smoke alarm agreement). Fire alarm batteries are newly fitted prior to a tenant/tenants starting their lease. Likewise, when a tenant vacates the smoke alarm battery must be replaced by management (Qld Fire Service legislation) and the tenant will be charged nine dollars (\$9) for the replacement battery. This is **non negotiable**. Management will replace any battery for a fee if desired.

- 3. ACTIVITIES PROHIBITED:** Tenants shall not use or occupy a unit for any reason other than for residential purposes only and not for any trade or business. No form of business whatsoever is to be conducted on or from the premises. Varsity Apartments on Main has NON SMOKING policy in the apartment and common areas. There is a very expensive cost to rid 'smoke smell' in your apartment, so be warned. At the date of signing these House Rules the cost is \$350. The area of your balcony is a permitted smoking area; however please dispose of cigarette butts responsibly. Do not throw butts or ash over balconies or in the gardens. Always be mindful of your neighbour's health and wellbeing.
- 4. NOISE AND DISRUPTIVE BEHAVIOUR:** A tenant must not create noise likely to interfere with the peaceful enjoyment of a person lawfully in another unit or on common property. All residents shall ensure that their behaviour does not interfere with the peace and quiet of other tenants at any time. All noise of any kind must be kept to a minimum and must cease by 10.30 pm every night. Behaviour such as abusive language, the creation of excessive noise, engaging in physical violence, bullying, harassment or other acts of violence against people or property will not be tolerated and may result in Police involvement. The playing of radios, televisions, audio systems and musical instruments is to be kept at a level which does not interfere with the peace and quiet enjoyment of other residents.
- 5. DAMAGE TO LAWNS OR COMMON PROPERTY:** A tenant must not without Body Corporate's written approval :
- a) park a vehicle or allow a vehicle to stand on the common property; or
  - b) permit a guest to park a vehicle or allow a vehicle to stand on the common property other than in the designated visitor car park, which must remain available at all times for the sole use of visitors vehicles. Tenants are not permitted to park their vehicle in the Visitor's Car Park at any time whatsoever.
  - c) Secure car parking for residents may be provided for the **tenant's vehicle only**. If the security carpark conditions are breached the tenant will forfeit their privilege to park in the security car park area. Visitors' cars are only allowed to park in the visitor's car park when actually visiting a tenant. **Visitor's cars *may not* park for longer than 4 consecutive hours. ONLY Emergency or Service vehicles are allowed to park on the entrance/exit driveways. Please be aware of signage relating to parking throughout the complex.**
  - d) All vehicles parked in the secured car parking area **MUST** be registered with the office and be a vehicle owned by a tenant. Tenants to provide evidence that they are the registered owner of such vehicle.
  - e) Vehicles must abide by the 5 klms per hour speed limited throughout the complex
  - f) **Vehicles that leak oil must be removed from the security carpark immediately.** Reinstatement of carpark will be available when it is proven to management that the vehicle does **NOT** leak oil. Any clean-up of oil damage to the concrete will be charged to the person responsible at a **minimum** cost of \$75.

- g) No items such as boxes, surfboards, fishing gear, eskys etc., are to be stored at the rear or in any part of the allocated car space. These items will not be covered by any Body Corporate insurance and are deemed to be a safety hazard therefore you will be asked to remove same within 24 hours of first detection.
- h) Tenants must not damage the lawns, gardens, trees, shrubs, plants or flowers on the common property or use a part of the common property as a garden.
- i) A tenant must not without the Body Corporate's written approval mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property.
- j) Washing is **NOT** to be hung over the balcony railings; clothes lines are not permitted. A "clothes horse" (drying rack) is allowed on the balcony but must **NOT BE VISIBLE** from the street. There is a clothes line available for common use near the laundry/gym., no responsibility will be taken by management for items missing or taken by others.

6. **STORAGE OF FLAMMABLE MATERIALS:** The tenant must not, without the Body Corporate's written approval, store a flammable substance on the common property. A tenant must not store a flammable substance in their unit unless it is for domestic use. Under the Body Corporate By-Laws, gas bottles of any kind are not permitted in any unit nor are they allowed on balconies. Therefore the use of gas B-B-Qs are prohibited under the By-Laws and tenants will be required to remove them. Electric BBQ's are acceptable and must be placed where they don't splash oil or fat on the walls or balcony of the unit. Please note that the BBQ areas on the podium level between the two buildings are out of order as they are not connected to the gas line. There are free BBQ's on the foreshore of the beach at Burleigh Heads with picnic tables, taps etc., for public use. This is a 10 minute drive from Varsity Apartments on Main.

7. **DISPOSAL OF RUBBISH:** A tenant shall not deposit or throw upon the common property any rubbish, dirt, dust, paper, cigarette butts or other material likely to interfere with the peaceful enjoyment of the other tenants or any person lawfully using the common property. A tenant shall ensure that the health, hygiene and comfort of the tenant of any other unit is not adversely affected by the disposal of garbage. All tenants are responsible for the disposal of rubbish from their units or from common areas used by them. **There are rubbish chutes on each level.** Ensure the rubbish is placed inside the chute and not on the floor. Please dispose of rubbish that cannot be placed in the chutes in a responsible manner. It is suggested that all garbage be 'double bagged' to prevent spillage onto carpet in corridors. **This is not the responsibility of the Management. Items other than general household garbage must be disposed of by delivering same to the local 'Refuse Facility' provided by the Gold Coast City Council. This includes items such as vehicle batteries, tyres, solvents etc. *PIZZA BOXES ARE NOT TO BE PUT DOWN THE GARBAGE CHUTES AT ANY TIME – THEY BLOCK THE CHUTES! PLEASE DEPOSIT THEM IN THE YELLOW RECYCLE BIN NEAR THE ROLLER DOOR AT THE WESTERN SIDE OF THE COMPLEX AND MAKE SURE THERE ISN'T ANY FOOD IN THEM. Polystyrene must not be put in the recycle bin.***

8. **KEEPING OF ANIMALS:** No tenant or their visitors is permitted to bring or keep an animal on the premises under any circumstances.
9. **SWIMMING POOL:** The swimming pool shall not be used between the hours of 6pm and 8am each day. The following rules shall apply to the swimming pool:
- a) The use of the swimming pool is for the pleasure of tenants and their families only. Visitors to the complex **MUST** be accompanied by a tenant **AT ALL TIMES**.
  - b) Children must be accompanied by a person 18 years of age or older and such person over 18 must be the child of a tenant.
  - c) No running around the swimming pool
  - d) No diving into the swimming pool
  - e) Glass containers shall not be permitted in or about the swimming pool
  - f) No unnecessary noise
  - g) Alcoholic beverages shall not be consumed in the swimming pool, or in the fenced area of the swimming pool
  - h) No splashing or behaving in any manner likely to interfere with the use and enjoyment of the pool by other persons.
10. **CHILDREN PLAYING ON COMMON PROPERTY:** A tenant shall be personally responsible for the conduct of their children and other invited children at all times while on the common property. This responsibility shall include ensuring that the said child or children:
- a) Do not play on the common roadways and visitor parking areas without the personal supervision of the tenant.
  - b) Do not ride skateboards, skates, go-karts, bicycles or other similar apparatus at any time,
  - c) Do not play in any common areas after dark.
11. **BALCONIES AND TERRACES:** A tenant must not enclose their balcony or terrace in any way nor can they erect any type of screen against the glass balcony. Balconies should be cleaned using a mop – do not allow water to spill over to balconies underneath.
12. **GYMNASIUM:**
- a) The gymnasium (gym) is for the use of tenants only and is not to be used by non-residents.
  - b) The gym may be used between the hours of 6 am and 9 pm daily,
  - c) Tenants will ensure that no person under the age of 18 years uses the gym. Tenants will not give the key to any person or admit any person to the gym during the tenant's use of the gym.
  - d) The tenant will ensure the gym is left locked immediately after use.
  - e) Each tenant recognises and acknowledges that the gym is not supervised and accordingly will use the gym and its facilities at the sole risk of the tenant.

- f) Tenants are to take a towel with them and when they have finished on an apparatus, wipe it down for the next tenant's use. This is common hygiene and must be adhered to.

**13. TV AERIALS ETC.** Tenants must not allow any television, radio or other electronic aerial or apparatus to be erected on the exterior of a unit or any part of the property without the Body Corporate's consent.

**14. SECURITY:** Tenants are responsible for the safety and security of their personal property and possessions, including insurance if required.

- a) Access doors to the premises are to be kept locked at all times.
- b) **Staff and/or management will not leave access to unit doors open for tenants if they phone and ask same due to leaving their keys in their unit.**
- c) Proximity fobs and/or keys to any part of the premises **are not to be given or lent to non-tenants without prior approval from Management.**
- d) Tenants are to immediately report the loss of any keys or fobs to the Management. The cost of replacement keys and fobs is \$125.00 and are the sole responsibility of the tenant.

**WORKMEN.** No tenant of a unit nor any invitee of a tenant shall obstruct, hinder, harass or otherwise interfere with or give instructions to any workmen employed by the Body Corporate.

**ACCESS FOR REPAIRS:** Where there is no common foyer on each floor, the tenant must allow a person authorised by the Body Corporate to enter the unit and remain in the unit while it is reasonably necessary to:

- (a) Inspect the common property and find out whether work is required to be carried out to the common property
- (b) Effect necessary repairs to the common property: and
- (c) Carry out any work the Body Corporate is authorised or required to carry out.

**15. AIR CONDITIONERS:** Each tenant is responsible for the maintenance of the air conditioning unit which services the unit.

**16. INSURANCE: General:** A tenant shall not bring to, or do or keep anything in their unit which shall increase the rate of fire insurance on the building or any property on the land or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon the building or any property on the land or the regulations or ordinances of any Public Authority for the time being in force. Tenants are advised to insure their personal property including any items left in any part of the complex or storage areas and car spaces. Management and Body Corporate cannot be held responsible for any loss or damage of property in either the tenant's units or their car spaces or storage cages. Bikes can be stored in the secured car park however they are the responsibility of the tenant and should be insured. Proximity fobs and/or keys to any part of the premises are not to be given or lent to non-tenants without prior approval from Management.

**17. INTERNAL INSPECTION:** Upon one days' notice in writing the Committee and its servants, agents and contractors shall be permitted to inspect the interior of any unit and to test any electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the owner, occupier or lessee of the unit in cases where such leakage or defect is due to any act or default of the said owner, occupier or lessee or their guests, servants or agents). If not so permitted they may affect on entry. The Committee, in exercising this power, shall ensure that its servants, agents and employees cause as little inconvenience to the owner, occupier or lessee of the unit as is reasonable in the circumstances.

**18. FURNITURE:**

No furniture is to be removed from apartments or Common Areas unless written authority is given by Management. Unwanted furniture items (such as student desk/chair etc.) cannot be stored and must remain in the apartment.

**19. ALCOHOL AND DRUGS:**

**Alcohol in moderation may be consumed only in designated areas of the premises and on the condition that it does not cause a nuisance to other residents, staff, owners or managers at the facility. However, all tenants are reminded that if alcoholic excess leads to unacceptable behaviour, its use is no excuse for the breach of these `House Rules`. Alcohol is not to be consumed in or around the swimming pool area at any time.**

**The possession and/or use of illegal drugs or the abuse of prescription drugs will not be tolerated and may result in Police involvement.**

**20. CLEANLINESS OF UNITS:**

Residents are to maintain their rooms in a clean, safe and hygienic manner. An inspection of apartments will take place every three (3) months. Tenants will receive notification from the Management/or Agent of these dates. Tenants are responsible for the cleaning of the filters in the Air conditioner, Washing Machine, Dryer and vacuum cleaner. This must be done on a regular basis. If you are unsure how this is done, please ask at the office. (See clause 29 relating to final cleaning)

Mould is a common issue with apartments in the winter months when ventilation is at a minimum. Condensation occurs when the cold weather outside comes in contact with the warmer climate inside the unit, droplets of water run down the closed windows and door and this then turns into mould. Mould can easily be controlled by leaving a window or sliding door slightly open. If your unit suffers from mould you need to mix 2 parts white vinegar with 1 part warm soapy water and wipe down the area – this will abolish any future mould – but the best preventative action is to avoid it happening altogether by leaving a door or window open 24/7.

**21. ACCESS TO RESIDENT'S APARTMENT:**

Managers and their staff reserve the right to access rooms as prescribed in the terms of the Residential Tenancies Authority guidelines.

## **22. DAMAGE & REPAIRS:**

Wilful damage or damage caused through unacceptable behaviour will be repaired or replaced at the expense of the tenant or tenants involved. Damage to, or breakdown of any facility, fixture, items of furniture, furnishing or equipment provided must be reported to the Manager within 24 hours of the damage or breakdown occurring. **Tenants are reminded that any damage cause by their guests, visitors or relatives, at any time are the responsibility of the tenant.**

**23. DISPUTES:** Tenants are responsible for co-operating with one another and reaching an agreement between parties. Unresolved issues/disputes may be referred to the Manager/s for resolution/mediation. Management has a Complaints Advice Sheet in the office should any tenant wish to file a complaint.

## **24. STEALING:**

Residents caught stealing within the premises, will result in Police involvement.

## **25. ABANDONED GOODS:**

The tenant/s must take all of their belongings from the premises at the end of the tenancy. The Lessor may not treat belongings left behind as the Lessor's property, but must deal with them in accordance with the Residential Tenancies Act.

## **26. WALLS:**

Residents are not permitted to affix any items to the walls; this includes Blu-Tak, picture hooks/nails/glue or any similar substance. Any marks or damage will be the responsibility of the tenant. "Command Hooks" are the only acceptable form of adhesive allowed to hang/affix anything to your walls and must be removed by instructions. These are available in a variety of sizes at supermarkets and hardware stores

## **27. REPLACEMENT COSTS WHEN VACATING – 'CONSUMABLES':**

Replacement of the mattress protector, mop head, toilet brush/holder, vacuum cleaner bag and filter, garbage, brush and shovel, broom head (consumables) on vacating are required to be paid for by the outgoing tenant. Replacement of these items will be undertaken by Management to ensure that the same quality of goods is supplied. Replacement cost is \$70 for a studio and one bedroom apartment and \$120 for a two bedroom apartment and \$155 for a three bedroom apartment. All lamps (mini fluro long life) needing to be replaced will be charged at the rate of \$9 for a single globe, \$15 for a small fluro and \$20 for the larger fluro tubes. All batteries during the tenancy must be replaced by the tenant. These include television remote and air conditioning remotes. Smoke alarm batteries **must** be replaced every six months and when a tenant vacates at a cost of \$9.00 under current legislation. (See Smoke Alarm Agreement)

## **28. CARPET, UPHOLSTERY AND UNIT CLEANING WHEN VACATING:**

Final cleaning must be to a professional standard and must equal the condition of cleanliness as per the Entry Condition Report. Professional household cleaning plus professional carpet and upholstery cleaning (including sanitising of the bed ensemble) must be included and receipts provided to the office. Preferably we can organise our recommended cleaners for your convenience. If you decide to hire outside cleaners please ask the office staff for a list of the cleaning requirements. If the unit is not brought back to the standard when the tenant first entered the unit, the outside cleaners will be required to return until the unit is cleaned satisfactorily and you will be charged for every extra day that the unit is not available for rental.

Please note that removal of rubbish left in the unit will incur an extra charge. Mould within the unit is the responsibility of the tenant and this is caused when there is not sufficient ventilation during the cooler months. Fans must be used and windows and/or doors leading to the balcony left slightly ajar to avoid mould from happening. If the unit is left with mould on the walls or ceiling, this will be cleaned at an extra cost of \$33 per hour. Mould can be removed safely with a combination of 1/3<sup>rd</sup> white vinegar and 2/3<sup>rd</sup> warm water sprayed on the surface, left for 5-10 minutes and then wiped off with a damp cloth.

**29. SECURITY/ CAMERAS:**

Be aware that there are numerous CCTV cameras throughout the complex which have high definition surveillance and excellent facial recognition.

Security patrol the complex from 10.30pm to 5.30 am seven days a week. They are employed for the peace and quiet of the tenants of the complex. They are available should you lock yourself out of your unit during their watch, and they will charge you \$50 cash to let you in your unit. This is non negotiable. They are not to be annoyed with maintenance issues or complaints other than those that relate to the peace and quiet of the complex. They will contact Police should a situation arise where they require further assistance.

**30. THE PODIUM LEVEL FACILITIES:**

The BBQ's on the podium level are not operational. Tenants may make use of the area and use the shelters, however this area must be left tidy afterwards. There are free BBQs and picnic areas on the foreshore at Burleigh Heads, a 10 minute drive from the complex.

I/We hereby agree that I/We have read and understood the House Rules (Annexure 'A') of my lease agreement Rules 1 to 30 inclusive.

DATE: \_\_\_\_\_ 201\_\_

Resident:

(1) \_\_\_\_\_

(2) \_\_\_\_\_

(3) \_\_\_\_\_

(4) \_\_\_\_\_

Owner/Agent:

\_\_\_\_\_

Witness:

\_\_\_\_\_

Witness:



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*We welcome you and hope you enjoy your time with us - be it long or short.*