



## Terms and conditions

Please take a few minutes to read each of the terms and conditions carefully to avoid misunderstanding of your rooming house agreement.

1. Pay rent on time.
2. Check in time 3pm onwards.
3. Check out time is 11am on the day of leaving.
4. Late payment incurs an administration fee of \$25 plus whatever the bank charges.
5. No partial payment of rent. Where partial rent is paid it is considered as non-payment.
6. Non-payment of rent means a breach of contract and operator may evict tenant within 48 hours - rent will be deducted, in full or pro-rata, out of the bond.
7. Tenants must give a minimum 14 day notice to vacate.
8. Breach of the house rules may result in a 24-hour eviction notice.
9. Missing furniture, whitegoods, tv or other inclusions will require tenant to pay.
10. Routine room inspection is every 3-6 months.
11. Lost room key incurs a replacement and administration fee \$30 plus \$5 each of any other key.
12. Lock out call out fee for is \$70 per call out during business hours 9-5:30pm Monday to Friday and after hours is \$150.
13. Damage door lock or lost key that requires locksmith call out is \$150 during business hours 9-5:30pm Monday to Friday and \$295 after hours.
14. To restore the room to its initial condition, a fee of \$50 will be deducted from the bond. Additional charges will apply if waste, rubbish, or chemicals are hazardous materials. Tenants must also adhere to the minor end of lease cleaning requirements.
15. Upon entering into this Rooming House Agreement, the tenant(s) are obligated to fulfill their responsibilities as outlined in the agreement.
  - a. Should a tenant wish to terminate the lease before the expiry date, they are required to provide Ally Living with a minimum of 14 days' notice. Regardless of early termination, the tenant is still responsible for paying the full rent for the remaining lease term.
  - b. Alternatively, the tenant may find a replacement to take over the lease. However, the prospective tenant will need to undergo Ally Living's screening process.

- c. While Ally Living can assist in finding a replacement tenant, there is no guarantee that a suitable replacement will be found. The current tenant must indemnify Ally Living for any efforts made to find a replacement tenant to fulfill the lease.
- d. Administration fee and marketing fee equivalent to two (2) weeks' rent is required for Ally Living to assist in finding a new tenant. E.g., Weekly rent \$400, early termination fee is \$800.

\*We reserve the right to evict any tenant who breaches their contractual obligations.

## Terms and conditions - House Rules



Please take a few minutes to read each of the rules carefully to avoid misunderstanding with other housemates or breach your rooming house agreement.

16. No overnight stay allowed – **STRICTLY**.
17. A maximum of **ONE** visitor is allowed during the day, guest must leave by 10pm.
18. No entry to other roommate's room unless given permission by roommate.
19. No possession, use, grow or associations with illegal substances allowed on the premises – **STRICTLY**.
20. No smoking, vaping or E-cigarette allowed indoor.
21. No loud music parties or events allowed.
22. No pets allowed.
23. Do your own dishes. Wash, dry and put away all cups, cutlery and dishes after each use so the sink area will be ready for the next person to use.
24. Follow weekly house duty rosters posted in the kitchen and fulfill them each week.
25. Renter's responsibility to vacuum their room once a week
26. Open door and windows minimum twice (2) a week and minimum two (2) hours each time to let the room to air out to avoid moulding.
27. **No dry wet clothes in room.**
28. Empty the vacuum after use each time.

29. It is the responsibility of the renter to ensure that any visitor also comply with House Rules.
30. No open flame fire in the house besides the stove.
31. No burning incense candles.
32. Clean after yourself in the kitchen, WC, laundry, and common shared area.
33. DO NOT flush any sanitary products or baby wipes down the toilet, toilet paper only. Failure to comply will result in house mate being responsible and pay for the cost of rectifying any blockage.
34. Respect noise curfew between 10pm to 8am.
35. Keep noise to a minimum in consideration of other housemates.
36. Turn off heating, cooling, TV, appliances when not used.
37. Double check that you have switched off all lights or other electrical devices before leaving the house.
38. Take care of extra keys. Lost keys incur a replacement and administration fee.
39. Take care of furnishing, fixtures, and fittings. Any intentional or accidental damages may need to be paid.
40. Do not rearrange the furniture.
41. Do not alteration to the property without operator's written consent.
42. Take out un-finished food and beverages after each meal.
43. Take out the rubbish daily. Dispose of food scraps, decomposition items in green lid bin, general rubbish in red lid bin and recycling in blue bin. Bin night is Tuesday night and taken on Wednesday.
44. Each house mate is responsible to take out the wheelie bins as per house duty roster
45. Whatever damages caused by you will need to be reported to management, repair or replace as soon as possible. Excluding wear and tear.
46. Park your vehicle in designated space – on street parking should consider neighbours and ensure that you don't block access to their property.
47. Empty vacuum cleaner after each use so it would be ready for the next person to use.
48. Help saves the environment by REDUCE, REUSE AND RECYCLE!
49. Common sense and common courtesy apply.
50. Any use of communal space, appliances, utilities, apparatus and consumables please have it **READY FOR NEXT PERSON TO USE!**

\*We reserve the right to evict any tenant, guest or visitor who fails to adhere to our House Rules.

# Rights and duties of a rooming house resident

Residential Tenancies Act 1997 Section 124

The rooming house operator must display this statement in each room. They must also give the resident a copy of *Rooming House Residents Guide* and a copy of the house rules (if applicable). For further information, visit the renting section – Consumer Affairs Victoria website at [consumer.vic.gov.au/renting](http://consumer.vic.gov.au/renting) or call the Consumer Affairs Victoria Helpline on 1300 55 81 81.

## A resident has a right to:

- live in a rooming house that meets the required standards for rooms, services and facilities. For further information, please see 'Minimum standards in rooming houses' at [consumer.vic.gov.au/renting](http://consumer.vic.gov.au/renting).
- written notice at the start of the residency confirming whether they will be sharing a room. The operator can only increase the capacity of a room with the resident's consent
- have their rent reduced if they agree to have more people in their room
- the rooming house operator's or agent's contact details, including their name, address and emergency phone number
- receive two copies of a condition report for the room they are renting (or one copy if sent via email). The report must show the state of repair and general condition of the room before the resident moves in
- not have the rent increased more than once in a 12-month period. The operator must give the resident a valid 60-day notice of any rent increase
- not pay more than 14 days' rent in advance. They must also be offered a fee-free payment option and payment by Centrepay
- get a receipt for each rent payment
- not to have their goods taken by the operator if they owe rent
- privacy, quiet and peaceful enjoyment of the rooming house
- 24-hour access to their room, toilet and bathroom
- reasonable access to other facilities, including all common areas
- have their room and the rooming house, any common area, and any facility, fixture, furniture or equipment provided by the operator be kept in good repair by the operator
- live in their room, until their residency is properly ended and they have vacated the premises
- not be charged for electricity, gas and water unless the room is separately metered. Some community housing residents may be required to pay a service charge

## A resident has a duty to:

- pay a bond, as required by the operator. For residents on a fixed term agreement, the bond should be equal to or less than 28 days' rent. For other residents, it should be equal to or less than 14 days' rent
- keep the room reasonably clean
- not use, or let anyone else use, the room for an illegal purpose
- follow house rules
- not install fixtures without the operator's prior written permission
- not interfere, or let a visitor interfere, with other residents' privacy, peace and quiet
- pay their rent on time and in the agreed way
- not keep pets without the operator's permission
- give the operator a key to their room if they change the locks
- allow access to their room in certain situations:
  - If there is an emergency, the rooming house operator may access the room immediately.
  - If the operator wants to carry out their duties or believes that the resident has not followed their duties, they may access the room after giving 24 hours' written notice.
  - If the operator wants to show the room to a potential resident, buyer or lender, they may access the room after giving the resident 24 hours' notice.
  - If the operator wants to inspect the room, they must give the resident 48 hours' notice. There can only be one inspection in a 4-week period.
- tell the operator about damage to or breakdown of facilities, fixtures, furniture or equipment provided by the operator
- notify the rooming house operator of damage that they or their visitors cause and pay for the damage to be fixed. Damage does not include fair wear and tear
- give at least 2 days' notice to the operator that they intend to vacate, or 14 days' if they have a fixed-term rooming house agreement
- follow all Victorian Civil and Administrative Tribunal (VCAT) orders
- not interfere with the operation of a safety device such as a smoke detector, without reasonable excuse



## Bank Account Details

For rent and bond payments.

**Bond and rent.**

Name: Ally Living

BSB: 063 144

ACC: 1059 9409

REF: (Full name and room number)

Bond amount: 28 days

Rent amount: 14 days

# Rooming house agreement



**Residential Tenancies Amendment Act 2018** Section 93A(2)(b)

**Residential Tenancies Regulations 2021** Regulation 38

This is your rooming house agreement. It is a binding contract under the **Residential Tenancies Act 1997** (the Act).

Please refer to the rights and obligations outlined at the end of this form.

Do not sign this agreement if there is anything that you do not understand. Please refer to [Rooming House Residents Guide](#) for details about your rights and responsibility. For further information visit the renting section of the Consumer Affairs website at [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting) or call 1300 55 81 81.

## Part A – Basic terms

This agreement is between the rooming house operator and the resident(s) listed on this form.

### 1 Date of agreement

This is the date the agreement is signed

Xx/xx/xx

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

### 2 Premises let by the rooming house operator

Address of rooming house (include room number)

Room number	1,2,3,4,5,6,7	Street address:	78 Example Drv
Suburb:	Keysborough	Vic	Postcode: 3XXX

Items let with the room (if any)

- Bed frame queen or double X 1
- Mattress queen or double X 1
- Pillow X 2
- Quilt Cover X 2
- Mattress protector X 1
- Bed sheet cover X 1
- Bedside tables X 1 or 2
- Bedside lamp X 1 or 2
- Built-in or freestanding wardrobe X 2 or 3 doors
- Kogan 50" inch smart TV X 1
- Kallax TV stand X 1
- Study table X 1
- Office chair X 1
- Wall Painting Large X 1
- Set of crockery X 1 or 2
- Power adaptor X 1 or 2
- Oil heater 5 fins X 1
- Fan X 1
- Laundry basket X 1 or 2

Note: Rooms will include all items listed above. Let your rental provider know if it is not there.

### 3 Rooming house operator details

Full name	MR XXX	
Address for service (if no agent is acting for the rooming house operator)	TBC	Postcode 3XXX
Phone number	0493 724 156	
ABN/ACN (if applicable)	13 164 071 372	
Email address	info@allyliving.com.au	

#### Rooming house operator's agent's details (if applicable)

Full name		
Address	Postcode	
Phone number		
ABN/ACN (if applicable)		
Email address		

**Note:** The rooming house operator must notify the resident within 7 days if any of this information changes

### 4 Resident(s) details

Full name of resident 1	MR XXX	
Current address	Postcode	
Phone number		

Email address		
Full name of resident 2	MRS XXX	
Current address		
Phone number		
Email address		

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## 5 Length of the agreement

Fixed term agreement      Start date 00/00/2024      End date 01/01/202X

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## 6 Rent

Rent amount (\$) \$4XX per week

(charged under this  
agreement)

To be paid per  week  fortnight

Day rent is to be paid Fortnightly XXX

(e.g. each Thursday)

Date first rent payment due 0X/0X/2024

**Note:** The rooming house operator cannot ask for the resident(s) to pay rent more than 14 days in advance.

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## 7 Bond

The resident has been asked to pay the bond specified below.

The bond must not be more than 28 days' rent if the agreement has a fixed term. In any other case, the maximum bond is 14 days' rent.

The rooming house operator or agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA).

The bond must be lodged within 10 business days after receiving payment. The RTBA will send the resident a receipt for the bond.

If the resident does not receive a receipt within 15 business days from when they paid the bond, they can:

- Email the RTBA at [rtba@justice.vic.gov.au](mailto:rtba@justice.vic.gov.au), or
- call the RTBA at 1300 13 71 64.

Bond amount (\$) \$1,XXX

Date bond payment due 02/01/20XX

## 8 Rooming house operator's preferred method of rent payment

- The rooming house operator must permit a fee free (other than the resident's own bank fees) payment method and must allow the resident(s) to use Centrepay or another form of electronic funds transfer.
- The rooming house operator must tell the resident(s) about any costs (such as transaction fees) related to the payment method.
- The rooming house operator and resident may change the payment method by agreement.
- The resident is entitled to receive a receipt from the operator confirming payment of rent.

(Rooming house operator to tick available methods of rent payment)

direct debit

bank deposit

cash

cheque or money order

BPAY

other electronic form of payment, including

Payment details (if applicable)

See attached

## 9 Service of notices and other documents by electronic methods

- Electronic service of documents must be in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000*.
- Just because someone responds to an email or other electronic communications, does not mean they have consented to the service of notices and other documents by electronic methods.
- The rooming house resident and rooming house operator must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.
- The rooming house resident and rooming house operator must immediately notify the other party in writing if their contact details change.

### 9.1 Does the rooming house operator agree to the service of notices and other documents by electronic methods, such as email?

The rooming house operator must complete this section before giving the agreement to the resident.

(Rooming house operator to tick as appropriate)



Yes, insert email address, mobile phone number or other electronic contact details

info@allyliving.com.au

No

### 9.2 Does the resident agree to the service of notices and other documents by electronic methods, such as email?

(Resident to tick as appropriate)



Yes, insert email address, mobile phone number or other electronic contact details

info@allyliving.com.au

No

## 10 Urgent repairs

- The rooming house operator must ensure that the room and facilities are provided and maintained in good repair.
- If there is a need for an urgent repair, the resident should notify the rooming house operator in writing.
- For further information on seeking repairs see Part B below.

Details of person the resident should contact for an urgent repair (Rooming house operator to insert details).

Emergency contact name	Charlene
Phone number	0493 724 156
Email address	Info@allyliving.com.au

## 11 Professional cleaning

The rooming house operator must not require the resident to arrange professional cleaning at the end of the residency, unless this is needed to restore the room to the condition it was in before the resident moved in, allowing for fair wear and tear.

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## 12 Condition report

The resident must be given two copies of the condition report (or one emailed copy) on or before the date the resident moves in.

(Rooming house operator to tick as appropriate)

A condition report has been provided to the resident

A condition report will be provided to the resident on or before the date the agreement starts

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## 13 Additional Terms (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Residential Tenancies Act 1997 (the Act).

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms. Such terms will have no effect. Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit [unfair contract terms](#) at the Consumer Affairs Victoria website.

Refer to house rules.

**Note:** If you need extra space, attach a separate sheet. Both the rooming house operator and resident(s) should sign and date all attachments.

#### 14 Signatures

This agreement is made under the *Residential Tenancies Act 1997*.

Before signing you must read the relevant information in *Rights and Obligations* on pages 6 and 7 of this form and all terms and conditions set by Ally Living.

##### **Rooming house operator**

Signature of rooming house operator

Date

##### **Resident(s)**

All residents listed must sign this rooming house agreement.

Signature of resident 1

Date

Signature of resident 2

Date

**Note:** Each resident who is a party to the agreement must sign and date the agreement. If there are more than two residents include details on an extra page.

# Part B – Rights and obligations

This is a summary of selected rights and obligations of residents and rooming house operators under the **Residential Tenancies Act 1997** (the Act). In addition to this, the rooming house operator must give the resident a summary of their rights and duties and a copy of the house rules. These must also be displayed in the resident's room. Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting).

## Use of the premises

### The resident(s):

- has a right to reside in their room and use the facilities of the rooming house.
- has an exclusive right to live in the room unless the rooming house operator gives notice before they move in that the room will be shared or the resident agrees to share the room.
- is entitled to quiet enjoyment of the premises and must not do anything to disturb the privacy and peace and quiet of other residents.
- must use the room for residential purposes only and not illegal purposes.
- must keep and leave their room reasonably clean.

- must ensure that the rooming house meets public health and wellbeing laws such as providing at least one toilet for every ten people.

### The resident(s):

- must be given two copies of the condition report (or 1 electronic copy) specifying the state of repair and general condition of the room before it was occupied.
- must not remove, deactivate or interfere with safety devices on the premises.

## Shared rooms

### The resident(s):

- has the right to receive written notice confirming if they are sharing their room or are an exclusive occupant.
- has the right to have their rent reduced if they agree to have more people in their room.

## Condition of the premises

### The rooming house operator:

- must ensure that the room complies with any applicable rooming house standards including having windows with coverings for privacy that can be opened and closed and at least two working power outlets, and is vacant and reasonably clean when the resident(s) moves in.

For further information please see [www.consumer.vic.gov.au/housing/renting/types-of-rental-agreements/sharing-in-a-rooming-house/minimum-standards-in-rooming-houses](http://www.consumer.vic.gov.au/housing/renting/types-of-rental-agreements/sharing-in-a-rooming-house/minimum-standards-in-rooming-houses)

- must ensure that the rooming house and its rooms are maintained in good repair.
- must ensure that the resident(s) has access to food preparation facilities such as oven and cook-top which are in good working order.

# Modifications

## The resident(s):

- must seek the rooming house operator's written consent before installing any other fixtures, altering or renovating or making additions to the room.

## The rooming house operator:

- must not unreasonably refuse consent for modifications which are reasonable alterations under the *Equal Opportunity Act 2010* which an occupational therapist or similar practitioner has said the resident needs.

## Locks

- The rooming house operator must make sure the room has:
  - a door that can be locked by a key from the outside and unlocked from inside without a key (this includes cards or codes for digital locks where applicable).

## Repairs

- Only a suitably qualified person may do repairs – both urgent and non-urgent.

## Urgent repairs

Section 3 of the Act defines *urgent repairs*. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit

[www.consumer.vic.gov.au/urgentrepairs](http://www.consumer.vic.gov.au/urgentrepairs)

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rooming house operator.

The rooming house operator must carry out urgent repairs after being notified.

A resident may arrange for urgent repairs to be done if the resident has taken reasonable steps to arrange for the rooming house operator to immediately do the repairs and the rooming house operator has not carried out the repairs.

If the resident has arranged for urgent repairs, the resident may be reimbursed directly by the rooming house operator for the reasonable cost of repairs up to \$2,500.

The resident may apply to VCAT for an order requiring the rooming house operator to carry out urgent repairs if:

- the resident cannot meet the cost of the repairs; or
- the cost of repairs is more than \$2,500; or
- the rooming house operator will not pay the cost of repairs if it is carried out by the resident.

## Non-urgent repairs

- The resident(s) must notify the rooming house operator in writing as soon as practicable of:
  - damage to the premises
  - a breakdown of facilities, fixtures, furniture or equipment supplied by the rooming house operator.
- The rooming house operator must carry out non-urgent repairs in a reasonable time.
- The resident(s) can apply to VCAT for an order requiring the rooming house operator to do the repairs if the rooming house operator has not done the repairs within 14 days after receiving the notice.

## Rent

- The rooming house operator must give the resident(s) at least 60 days notice of a proposed rent increase.
- Rent cannot be increased more than once every 12 months.
- If the rooming house operator does not provide a receipt for rent, the resident may request a receipt.
- The rooming house operator must not hold or dispose of goods even if the resident owes rent.

## Access and entry

- The rooming house operator can enter the premises:
  - where the resident(s) agrees to the entry
  - where access is required to save life or property
  - to provide necessary services at a time provided in the house rules
  - to show the rooming house to a prospective buyer or lender, or a prospective resident(s)

- if they believe the resident(s) has failed to follow their duties under the Act
- to inspect the room (provided entry has not been made for this purpose within the last 4 weeks).
- The resident(s) must allow entry to the premises where the rooming house operator has followed proper procedure – this includes providing the resident(s) with a written notice of entry.

## Pets

*The resident(s) must seek consent from the rooming house operator before keeping a pet, other than an assistance dog, on the premises.*

# Help or further information

For further information, visit the renting section – Consumer Affairs Victoria website at [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting) or call Consumer Affairs Victoria on 1300 55 81 81.

## Telephone interpreter service

If you have difficulty understanding English, contact the Translating and Interpreting Service (TIS) on 131 450 (for the cost of a local call) and ask to be put through to an Information Officer at Consumer Affairs Victoria on 1300 55 81 81

### Arabic

إذا كان لديك صعوبة في فهم اللغة الإنجليزية، اتصل بخدمة الترجمة التحريرية والشفوية (TIS) على الرقم 131 450 (بكلفة مكالمة محلية) واطلب أن يوصلوك بموظف معلومات في دائرة شؤون المستهلك في فكتوريا على الرقم 1300 55 81 81.

**Turkish** İngilize anlamakta güçlük çekiyorsanız, 131 450'den (şehir içi konuşma ücretine) Yazılı ve Sözlü Tercümanlık Servisini (TIS) arayarak 1300 55 81 81 numaralı telefondan Victoria Tüketiciler İşleri'ni aramalarını ve size bir Danişma Memuru ile görüşütmelerini isteyiniz.

**Vietnamese** Nếu quý vị không hiểu tiếng Anh, xin liên lạc với Dịch Vụ Thông Phiên Dịch (TIS) qua số 131 450 (với giá biểu của cú gọi địa phương) và yêu cầu được nối đường dây tới một Nhân Viên Thông Tin tại Bộ Tiêu Thụ Sứ Vụ Victoria (Consumer Affairs Victoria) qua số 1300 55 81 81.

**Somali** Haddii aad dhibaato ku qabto fahmida Ingiriiska, La xiriir Adeega Tarjumida iyo Afcelinta (TIS) telefoonka 131 450 (qiimaha meesha aad joogto) weydiisuna in lagugu xiro Sarkaalka Macluumaadka ee Arrimaha Macmiilaha

Fiktooriya tel: 1300 55 81 81.

**Chinese** 如果您聽不大懂英語，請打電話給口譯和筆譯服務處，電話：131 450（祇花費一個普通電話費），讓他們幫您接通維多利亞消費者事務處（Consumer Affairs Victoria）的信息官員，電話：1300 55 81 81。

**Serbian** Ако вам је тешко да разумете енглески, назовите Службу преводилаца и тумача (Translating and Interpreting Service – TIS) на 131 450 (по цену локалног позива) и замолите их да вас повежу са Службеником за информације (Information Officer) у Викторијској Служби за потрошачка питања (Consumer Affairs Victoria) на 1300 55 81 81.

**Amharic** በእንግሊዘኛ ቋንቃቸው ማረጋገጫ ተቀብር ከለባቸው የአስተርጋና ማረጋገጫ ላይ አለቸው (TIS) በስልክ ቁጥር 131 450 (በአካባቢ በስልክ ቁጥር 1300 55 81 81 ይወላል ከ ማረጋገጫ እቅዱበት ማረጋገጫ እና የአስተርጋና ማረጋገጫ ቁጥር::

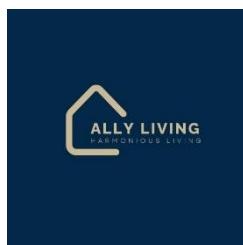
### Dari

اگر شما مشکل دانستن زبان انگلیسی دارید، با اداره خدمات ترجمانی تحریری و شفاهی (TIS) به شماره 131 450 به قیمت مخابره محلی تماس بگیرید و بخواهید که شما را به کارمند معلومات دفتر امور مهاجرین ویکتوریا به شماره 81 81 1300 55 81 ارتباط دهد.

**Croatian** Ako nerazumijete dovoljno engleski, nazovite Službu tumača i prevoditelja (TIS) na 131 450 (po cijeni mjesnog poziva) i zamolite da vas spoje s djelatnikom za obavijesti u Consumer Affairs Victoria na 1300 55 81 81.

**Greek** Αν έχετε δυσκολίες στην κατανόηση της αγγλικής γλώσσας, επικοινωνήστε με την Υπηρεσία Μετάφρασης και Διερμηνείας (TIS) στο 131 450 (με το κόστος μιας τοπικής κλήσης) και ζητήστε να σας συνδέσουν με έναν Υπάλληλο Πληροφοριών στην Υπηρεσία Προστασίας Καταναλωτών Βικτώριας (Consumer Affairs Victoria) στον αριθμό 1300 55 81 81.

**Italian** Se avete difficoltà a comprendere l'inglese, contattate il servizio interpreti e traduttori, cioè il Translating and Interpreting Service (TIS) al 131 450 (per il costo di una chiamata locale), e chiedete di essee messi in comunicazione con un operatore addetto alle informazioni del dipartimento “Consumer Affairs Victoria” al numero 1300 55 81 81.



## Terms and Conditions - General

This document sets out the terms and conditions under which we (TE2 Corporation Pty Ltd T/A Ally Living ACN 46 209 075 and its related entities) provide our Site and Services to you. In this document "you" refers to a user of our Site or Services. Please take a few minutes to read these terms and conditions before using our Site.

Privacy Policy and Disclaimer documents form part of this document. The Privacy Policy sets out the information that we will gather about you through your use of our Site and Services and the way in which we will use it. We also describe the limited circumstances in which we will disclose that information to third persons. Our Disclaimer statement states a standard caution about the information provided on this Site.

If you do not accept any items within our Privacy Policy, Disclaimer or these Terms and Conditions documents, then you must not use the Site

### Amendments

We may amend this document including the Privacy Policy and Disclaimer documents, and any other relevant agreement at any time by posting the amendment on our Site and by notifying you by any means of communication. The amendment will be deemed effective 14 days after it has been communicated to you unless you notify us in writing. Your continued use of the Site after this time constitutes an agreement by you to abide by and be bound by this agreement, the Privacy Policy and Disclaimer documents as so amended. This document may not be otherwise amended.

## **Our Site**

The Site is owned and operated by TE2 Corporation Pty Ltd T/A Ally Living (ACN 46 209 075). By accessing, browsing or using the Site, you agree to these terms, conditions and disclaimers as amended from time to time as contained in this document and acknowledge and agree that you have read and understood this document. By downloading any of the information on the Site, purchasing a service from the Site and/or by completing the registration process to become a member, you expressly agree to be bound by this document.

Each of the Services available may have its own Service Agreement. The entire agreement between you and us is this document and the Privacy Policy together with any other agreements between us.

To the extent of any inconsistency between this document the Privacy Policy, Disclaimer document and any Service Agreements, this document takes precedence, unless otherwise agreed.

## **Use of our Site and Services**

The Site and Services are available to everyone who can form legally binding contracts under applicable law. The Site and Services are not available to persons under 18 years of age unless a guardian accompanies you over the age of 18. If you are under 18 and a guardian does not accompany you, then you must not use the Site or Services. If a guardian accompanies you, he or she must read and accept these terms and conditions.

## **Registration**

You do not need to register to use the Site but you may be required to register to use parts of the Site and Services. Once you have registered, you will be required to use your password to access the Site and Services. Registration is free.

You must not disclose your password to any other person or use your password for any unauthorised purpose. It is your responsibility to change your password as soon as possible.

If you use our Services, you agree not to re-sell or re-rent or sub-lease them to another person or make commercial use of them without our express consent.

### System integrity

When using the Site and Services you must not use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or Services or any activity conducted via the Site. You may not take any action that imposes an unreasonable or disproportionately large load on the Site's infrastructure.

### Your personal information

While using the Site and Services you may be given the opportunity to enter or provide information or content, send e-mails, build personal home pages and post messages ("Content"). Content includes any information you provide to us or other users while using the Site or Services.

You must ensure that any Content you provide to the Site and Services:

- is not fraudulent, unlawful, defamatory, libellous, threatening, intimidating, harassing, harmful, hateful, abusive, tortious, vulgar, obscene, invasive of another's privacy, sexist, racist, homophobic, violent, degrading, or
- does not infringe a third party's intellectual property rights or impersonate another person or entity, attempt to solicit personal information from another user, contain sexually explicit language or images, advertise or promote the sale of products or services such as firearms, tobacco or alcohol, adult products and services and any other products or services we consider to be inappropriate, or
- does not contain spam, chain letters, pyramid and other such selling and marketing schemes, computer viruses, computer code, files or programs or other harmful components that are designed to interrupt, destroy, change or limit the functionality of the Site and Services or any other computer software, hardware or other electronic equipment, information which in any way impinges on another user's use or enjoyment of the Site or otherwise breaches or encourages other users to breach this document or any Service Agreement, or
- does not violate any law, statute or regulation, or
- does not forge information to disguise the origin of any Content, and
- does not encourage or incite any other user to engage in any of the above behaviour.

You agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to exercise the copyright you have in any Content, in all media now known or not currently known. You also consent to us using the Content in any manner whatsoever, whether or not such use would infringe your moral rights.

We will only use your Content in accordance with this document and our Privacy Policy, unless otherwise agreed.

### **Monitoring**

You acknowledge that we may monitor this Site and agree that we may take any action with respect to your Content in accordance with any existing agreement. You must not use the Site or Services if you do not accept these terms.

### **Privacy**

Our Privacy Policy sets out the type of information we may collect about you and the way in which we may use that information. If you do not agree to the collection, disclosure and use of information specified in our Privacy Policy, then you must not use the Site or our Services.

### **Disclaimer**

Our Disclaimer document details the origination of property information and why it is advisable to seek additional advice.

### **Links**

You must not establish links on any other Site to the [www.allylivng.com.au](http://www.allylivng.com.au) URL or any other part or parts of this Site without the prior written consent of the Company.

### **Intellectual Property**

All intellectual property in the text, images and software on our Site (including where included in advertisements) is owned by us unless indicated otherwise.

We authorise you to use the text and images for your own personal and non-commercial use. You are not authorised to modify, copy, republish, frame, or distribute any text, images or software other than as expressly provided.

### **Breach and termination**

If you breach this document or any other relevant agreement we may immediately issue a warning, temporarily suspend or permanently prevent your access to all or certain parts of

the Site or Services. In any event, we may terminate this agreement (and your right to use any of the Services or the Site) at any time and for any reason without prior notice to you.

### **Limit of liability**

We do not guarantee continuous, uninterrupted or secure access to our Site and Services. Operation of the Site and Services may be interfered with by numerous factors outside of our control.

Except as provided by law, we provide the Site and Services "as is" and without any warranty or condition, express or implied. The information is believed to be accurate and current at the date the information was placed on the Site.

The views expressed on the Site do not necessarily represent our views nor those of our employees, directors, agents or affiliates. We accept no responsibility for any errors, omissions or viruses contained on this Site or for the accuracy, suitability or otherwise of the information on our Site. Furthermore, we accept no responsibility for any links on the Site to other web pages.

We will not be liable for any loss or damage you suffer or liability you incur arising out of or in connection with the use of the Site or the Services or the information contained in it, including lost profits or any special, incidental or consequential damages (however arising, including negligence).

To the extent that we are able to limit the remedies available under this document, we expressly limit our liability for breach of a condition or warranty implied by virtue of any legislation to the following remedies (the choice of which is to be at our sole discretion):

in the case of goods:

1. the replacement of the goods or supply of equivalent goods, and
2. the repair of the goods
3. the payment of the costs of replacing the goods or of acquiring equivalent goods, or
4. the payment of the costs of having the goods repaired, and

5. in the case of services:

1. supply of the services again, or
2. the payment of the cost of having the services supplied again.

This document is not intended to limit or exclude any liability on our part, where and to the extent that applicable law prohibits the exclusion or limitation.

### **Indemnity**

You indemnify us against any action, liability, claim, loss, damage, proceeding, expense (including legal costs) ('Claim') suffered or incurred by us arising from, or which is directly or indirectly, related to:

- your breach or non-observance of any term of this agreement,
- any breach or inaccuracy in any of your representations or warranties, or
- any action or claim brought by a third party which relates to all or any part of the Content.

In relation to a Claim, we may require you to conduct the defence, including negotiations for settlement or compromise prior to the institution of legal proceedings or modify, alter or substitute any potentially infringing part of the Content at your own expense, to render the Content non-infringing. You must comply with any requirement notified to you in accordance with this clause.

### **General compliance with laws**

You must comply with all laws, statutes, ordinances and regulations that apply to you in relation to your use of our Site and Services.

### **No agency**

No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created between you and us by this document.

### **Notices**

Except as explicitly stated otherwise, any notices to us should be sent by email to [info@allyliving.com.au](mailto:info@allyliving.com.au). We will send notices to you to the email address you provide to us during the registration process. Notice will be deemed to have been given 24 hours after an email is sent, unless the sending party is notified that the email address is invalid.

### **General**

These terms are governed by and construed in accordance with the laws of the State of Victoria, Australia. All users of this Site and our Services irrevocably submit to the non-exclusive jurisdiction of the courts of the State of Victoria, Australia. The provisions of this document are severable and if any provision of this document is held to be invalid or unenforceable, that provision may be removed and the remaining provisions will be enforced.

Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach of this document by you or others does not waive our right to act with respect to subsequent or similar breaches.

This document may not be construed adversely to us solely because we prepared it.

This document and any other relevant agreement sets out the entire understanding and agreement between you and us with respect to its subject matter.

Ally Living reserves the right to update and/or change any of these terms and conditions at any time without notice.

