

Conditions of Rental

Common Property Car Spaces

1. Parties

This agreement is between:

- The Body Corporate for Scenic Point CTS 12031 (“Body Corporate”); and
- The approved occupier/owner (“Renter”).

2. Nature of Agreement

- 2.1 The Body Corporate grants the Renter a revocable licence (not a lease) to use an allocated car space on common property.
- 2.2 No exclusive possession or ownership rights are created.
- 2.3 The Body Corporate retains full control of the common property at all times.

3. Term

- 3.1 Rentals are for a fixed period of six (6) months only, being:
- 1 January to 30 June; or
 - 1 July to 31 December.
- 3.2 The agreement automatically ends at the expiry of the term unless renewed.
- 3.3 The Body Corporate is under no obligation to renew any rental.

4. Allocation and Use

- 4.1 The car space allocated will be determined by the Body Corporate.
- 4.2 The space must only be used for parking a registered and roadworthy motor vehicle.
- 4.3 The following are not permitted without written approval:
- Storage of goods or materials
 - Parking of trailers, boats, caravans or unregistered vehicles
 - Mechanical work or vehicle repairs

5. Compliance with By-Laws

- 5.1 Use of the car space must comply with all Scheme By-Laws.
- 5.2 The Renter must ensure their invitees also comply.

6. Fees

- 6.1 Rental fees must be paid in advance for the full 6-month period unless otherwise approved.
- 6.2 No refund is payable if the Renter ceases use during the term.

7. Cancellation / Termination

- 7.1 The Body Corporate may cancel this agreement by giving 7 days written notice.
- 7.2 Immediate termination may occur where:
- By-laws are breached

- Fees remain unpaid
- The space is misused

7.3 Upon termination, the Renter must immediately vacate the space.

8. No Guarantee of Availability

8.1 Car spaces are limited and subject to demand.

8.2 The Body Corporate may change allocation or withdraw spaces where reasonably required.

9. Damage and Liability

9.1 The Renter is responsible for any damage caused to common property.

9.2 The Body Corporate is not liable for:

- Loss or damage to vehicles
- Theft or vandalism
- Personal injury (except where required by law)

10. Indemnity

The Renter indemnifies the Body Corporate against any claim, loss, or damage arising from their use of the car space, except to the extent caused by the Body Corporate's negligence.

11. No Assignment

11.1 The Renter must not transfer, sublet, or share the space without written approval.

12. Vehicle Removal

12.1 Vehicles parked without approval or in breach of this agreement may be removed.

12.2 Any associated costs may be recovered from the Renter as a debt.

13. Acknowledgement

By signing below, the Renter acknowledges that:

- This is a licence only and may be revoked;
- They have read and agree to these conditions;
- They will comply with all by-laws and directions of the Body Corporate.

Name

Lot Number

Signature

Date
