

## Licence to Occupy

Between the Cancer & Bowel Research Trust of Level 2, 255 Pulteney Street Adelaide SA 5000 (**CBRT**) and the resident described in Item 1 of the Schedule (**Resident**) and the carer described in item 1 of the Schedule (**Carer**) for the property described in Item 4 of the Schedule (**Property**).

### 1. Definitions

**Carer** means any person who assists in the provision of everyday care of the patient on a regular basis and is named in item 2 of the Schedule of this licence;

**Discharge Date** means the date on which the resident/patient is discharged from his or her treating hospital with the approval of and under instructions from his or her doctor;

**Permanent Residence** means residential premises which is the Resident's permanent address;

**Resident** means any person/s occupying the Trust's property.

### 2. Interpretation

In this agreement, unless the context otherwise requires:

- 2.1 Headings do not affect interpretation;
- 2.2 Singular includes plural and plural includes singular;
- 2.3 Words of one gender include any gender;
- 2.4 Reference to legislation includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it;
- 2.5 Reference to a person includes a corporation, joint venture, association, government body, firm and any other entity;
- 2.6 Reference to a party includes that party's personal representatives, successors and permitted assigns;
- 2.7 Reference to 2 or more people means each of them individually and all of them jointly;
- 2.8 If a party comprises 2 or more people:
  - 2.8.1 A promise by that party binds each of them individually and all of them jointly;
  - 2.8.2 A right given to that party is given to each of them individually;

- 2.8.3 A representation, warranty or undertaking by that party is made by each of them individually;
- 2.8.4 A provision must not be construed against a party only because that party prepared it;
- 2.8.5 A provision must be read down to the extent necessary to be valid. If it can not be read down to that extent, it must be severed.

### 3. Licence Agreement

- 3.1 The CBRT grants to the resident a right to occupy and use the property for the designated licence period.
- 3.2 The resident/patient is not required to pay any fee in consideration of the right to occupy the property granted by this Licence.

### 4. Accommodation Assistance Schemes –

- 4.1 The resident must ensure that the appropriate documentation is completed by their social worker or doctor and that the appropriate claim forms are forwarded to the CBRT for necessary action. This will apply to schemes in the relevant state of the residence you are accommodating. The resident acknowledges and accepts that they are liable to CBRT the accommodation costs as published from time to time by CBRT until payment from any applicable Accommodation Schemes is received by CBRT in relation to the stay period of the resident.

### 5. Outgoings

- 5.1 The CBRT will pay all outgoings of any type in relation to the Property.

### 6. Costs

The resident must pay to the CBRT all the CBRT's reasonable costs and expenses (including fees of any solicitor, land agent, valuer, architect, accountant or other professional person) if the resident/carers/family breaches this agreement.

### 7. Permitted Use

7.1 The resident must only utilize the property for residential occupancy purposes and not use or allow or cause the property to be used for any other or any illegal purposes.

7.2 The resident may allow friends and/or family members to occupy the property with them, the consent for friends and/or family members to occupy the property must first have been obtained from CBRT, which consent shall not be unreasonably withheld.

## 8. Maintenance

8.1 The resident/carer/family must:

8.1.1 Keep the inside and outside clean and in good repair;

8.1.2 Keep the Property secure and notify the CBRT of any damage to the Property and report immediately to the CBRT any breakdown or fault in the electrical or plumbing services in or to the Property;

8.1.3 Make good any damage to the Property caused by any act or omission of the resident/ carer/ family;

8.1.4 Keep the Property free from insects, vermin, white ants and other pests and comply with the CBRT's directions about these matters.

8.1.5 At no time permit smoking of tobacco within any apartment or common area within the property.

8.1.6 Remove all household waste and place in general and recycling waste receptacles at the front of the property.

## 9. Restrictions on the resident/ carer/ family

The resident must not without the prior written consent of the CBRT:

9.1 Intentionally or negligently cause or allow damage to the Property;

9.2 Use any sink, basin, bath, lavatory, drain or other similar facility (the plumbing) in or connected to the Property for other than their intended purpose;

9.3 Affix any item whatsoever to any wall of the property or make any renovation, alteration or addition to the property.

9.4 Remove or alter any fixture or device on or in the Property;

9.5 Cause or permit a nuisance or any interference with the reasonable peace, comfort or privacy or any person who resides in the immediate vicinity of the Property;

9.6 Assign the benefit of this licence.

9.7 Keep any animals (including reptiles, mammals, birds, poultry or fish) on the Property;

9.8 Permit any bicycle or motorbike to be brought into the living areas of the Property or left anywhere in or near the Property other than in an agreed parking space;

9.9 Interfere with any machinery, plant or equipment belonging to the CBRT on the Property other than to operate it in accordance with the CBRT's or the manufacturer's instructions;

9.10 Alter remove or add any locks or other security devices on the Property.

9.11 Not to allow any friends and/or family members to reside overnight.

## 10. CBRT's Access

10.1 The CBRT may enter the property at all reasonable times on reasonable notice (but at any time without notice in an emergency) to inspect the state of repair of the Property,

10.2 By notice, the CBRT may require the resident to repair any defect in the Property for which the resident is responsible, within a reasonable time. If the resident does not do so, the CBRT and the CBRT's agent may enter the property and repair it, at the resident's cost.

10.3 The resident acknowledges that the CBRT may retain a duplicate set of keys to the Property.

## 11. Insurance

11.1 The resident must not do anything to prejudice any insurance policy held by the CBRT over the Property Insurance;

11.2 The resident acknowledges that he or she is wholly responsible for providing insurance cover of their personal effects.

## 12. End of Agreement

- 12.1 On the discharge date, the resident/carer/family must vacate the Property;
- 12.2 On the expiry or earlier termination of this agreement the resident/carer/family must:
- 12.2.1 Remove everything brought onto the Property by the resident;
- 12.2.2 Ensure the Property is in good repair;
- 12.2.3 Deliver all keys for the Property to the CBRT.

The resident/carer/family abandons any goods left on the Property by the resident/carer/family after the expiry or earlier termination of this agreement.

## 13. Indemnity

- 13.1 The resident/carer/family must indemnify the CBRT against all claims, costs, liability and expenses incurred by the CBRT arising wholly or in part from any act or omission of the resident (including a negligent act or omission, an omission to prevent water leakage or overflow, and any breach of this agreement by the resident), in respect of:
- 13.1.1 Loss or damage to Property occurring within the Property;
- 13.1.2 Injury or illness or death of any person arising wholly or in part from the resident's use of the Property; and
- 13.1.3 Damage to the Property and land and improvements near the Property.
- 13.2 The resident/carer/family must also indemnify the Landlord against all claims and all costs, liability and expenses incurred by the resident arising wholly or in part of the state of repair of the Property.

## 14. Release

- 14.1 The resident/carer/family uses the Property at the resident's/ carer's/ family's risk;
- 14.2 The resident/carer/family releases the CBRT from all liability and claims in

respect of loss or damage to the resident's goods or personal property arising out of the resident's carer and others' occupation and use of the Property;

- 14.3 The resident/carer/family release the CBRT from all liability and claims in respect of loss or damage to property (including the resident's goods and personal property) or injury to or illness or death of a person, arising from the state of repair of the Property.

## 15. No interest in the Property

This Licence to Occupy does not create any lease or tenancy interest in the property to the resident whatsoever but merely a licence which subsists for the licence period and the Residential tenancies Act does not apply as this agreement/licence is excluded by the Act.

## 16. Termination

- 16.1 The CBRT reserves the right to terminate the Licence to Occupy of any resident upon fourteen (14) days notice where the patient/resident has been discharged from medical care.
- 16.2 **Where the matters covered in items 7, 8, 9 and 10 are breached, the CBRT reserves the right to immediate termination after reasonable warnings about such behaviour.**

## 17. Entire Agreement

This document records the entire agreement between the parties about its subject matter.

## 18. Governing Law

This law is governed by the law of South Australia.

I ..... Of ..... hereby acknowledge having been provided with a copy of the terms and conditions of the Licence to Occupy which apply to the period of my right to occupy the property at ..... I confirm having read and understood the terms and conditions and agree to be bound by those terms for the period of my occupancy.

I further authorise in accordance with the Privacy Act the release of information concerning my treatment, that may be requested by CBRT.

Signed .....

Date .....