



Housing licence agreement

Islamic Society of Darwin Inc (**Employer**)

The party described in Item 2 of the Schedule (**Employee**)

This Agreement is made on

2017

Parties Islamic Society of Darwin Inc of 35 Vanderlin Drive, Wanguri in the Northern Territory of Australia (**Employer**)

The party described in Item 2 of the Schedule (**Employee**)

SCHEDULE

1	Premises	53 Vanderlin Drive, Wanguari NT
2	Employee	
3	Term of Agreement	Term shall commence on the Commencement Date and continue until terminated in accordance with this agreement.
4	Commencement Date:	
5	Rent:	\$xx rent per week whilst the Employee remains an employee of the Employer. If the Employee remains in possession of the Premises after the Employee ceases to be an employee of the Employer, the Rent shall be \$xxx per week.
6	Persons authorised to occupy the Premises	Insert Name
7	Description of relevant head agreement	Parties: The Employer and [insert] Date: [insert date of execution] Description: [sublease, underlease etc] Permitted use: [residential]
8	Special Terms:	The Employer provides accommodation for employees as part of an employment condition to obtain and retain loyal employees. The parties acknowledge that Schedule 2 of the Residential Tenancies Regulations and the Accommodation House Rules below

Comment [pc1]: Is the land owned by ISD or leased?

		apply to this Agreement.
--	--	--------------------------

Agreed terms

1. Accommodation house rules

During the term of this Agreement or any extension thereof the parties agree to abide by the covenants and agreements stated as follows:

1.1 Grant of licence

- (a) The Employer grants to the Employee a licence to use the premises described in Item 1 of the Schedule (**Premises**) on the terms and conditions set out in this Agreement.
- (b) The Employee acknowledges that the Employer only grants the Employee a licence to use the Premises and that this licence does not constitute a lease or a right to exclusive possession (or any right of tenancy).
- (c) This licence will commence on the date described in Item 4 of the Schedule (**Commencement Date**) and shall continue until the end of the term specified in Item 3 of the Schedule (**Term**) (or such earlier date as agreed in writing by both parties or specified by law).

1.2 No breach of head agreement

- (a) The Employee warrants, represents and agrees that it will not do any act or omit from doing any act that will cause the Employer to be in breach of the agreement described in Item 7 of the Schedule (**Head Agreement**).
- (b) Specifically, the Employee:
 - (i) agrees that it will only use the Premises for purposes ancillary to or related to the permitted purpose in the Head Agreement as described in Item 9 of the Schedule;
 - (ii) acknowledges that it is a term of the Head Document and therefore of this Agreement that the Employee must not sublet or assign its rights to use the Premises to any other person without the Employer's prior written consent; and
 - (iii) indemnifies the Employer from and against all losses, claims, damages and liabilities arising from or in respect of any breach of the Head Agreement caused by the Employee or any of the Employee's invitees.
- (c) If the Head Agreement is made subject to the *Aboriginal Land Rights (Northern Territory) Act 1976 (Cth)* (**Land Rights Act**):
 - (i) the Employee warrants, represents and agrees that it will not do any act or omit from doing any act that will cause the Employer to be in breach of the Land Rights Act; and
 - (ii) the Employee warrants, represents and agrees that it will not do any act or omit from doing any act that will be in breach of the Land Rights Act
- (d) A breach or non-observance or non-compliance by the Employee of any of the provisions of the Head Agreement shall constitute a breach of the

Comment [pc2]: As above, does ISD own the land or is it leased?

provisions of this agreement and shall entitle the Employer to take action for breach of this agreement and at law.

- (e) In the event of any inconsistency between the provisions of the Head Agreement and this agreement then the provisions of the Head Agreement shall prevail to the extent of any such inconsistency.
- (f) Subject to the law, in the event that the Head Agreement is lawfully terminated prior to the expiration of the Term or is not extended, then this agreement will be immediately terminated and the Employee will have no right to exercise any option to renew the Term of this agreement and shall make no claim or take no action against the Employer for costs damages or otherwise, arising in any way as a result of the earlier determination of this agreement.

1.3 Property Condition Report

- (a) At the Commencement Date, the Employer and the Employee will complete the property condition report set out in Schedule 2 (**Property Condition Report**) in accordance with the law. If the Employee fails to return the completed Property Condition Report within 5 business days of receipt of such Property Condition Report, the Employee will be deemed to have accepted the condition of the Premises as set out in the Property Condition Report provided to the Employee.
- (b) The Employer may periodically inspect the Premises in accordance with clause 1.5, and review the condition of the Premises as compared to the Property Condition Report.
- (c) Expiration of the Term or the sooner determination of this agreement, the Employee must quietly yield up to the Employer possession of the Premises by securely locking up the Premises, ensuring the Premises is in the same condition as described in the Property Condition Report reasonable wear and tear accepted, and returning all keys to the Employer. The Employee remains in possession of the Premises until all keys have been returned to Employer.

1.4 Use of Premises

During the Term:

- (a) The Employee must pay the rent set out in Item 5 of the Schedule (**Rent**) without any variation or deduction whatsoever;
- (b) The Employee will not interfere with the work, peace and privacy of the owners and occupiers of the properties adjoining the Premises;
- (c) The Employee is responsible for ensuring any room the Employee occupies or uses for residential purposes is kept in clean and tidy state (and free from dirt, mould, oils, grease, insects and vermin);
- (d) The Employee must not create a health or fire hazard in or around the Premises;
- (e) The Employee is responsible for ensuring that all common areas at the Premises including but not limited to bathrooms, toilets, kitchens, lounges, television rooms, laundries, dining rooms and yards are kept in

a clean and tidy state and utilised equally by other Employees who have rights to use those areas;

- (f) The Employee must ensure that all pots, pans, cooking utensils, cutlery and crockery are promptly washed and stowed away after each time they are used;
- (g) The Employee must only use the designated areas for the parking of cars on the Premises;
- (h) The Employee must keep noise to an absolute minimum during business hours and must not play music after 9pm unless without consensus from other Employees;
- (i) The Employee is not permitted to make any changes to the Premises without first obtaining the written approval of the Employer;
- (j) The Employee is not permitted to smoke in or about the Premises or in the surrounding area of the Premises;
- (k) The Employee must not serve, consume or sell alcohol on the Premises or in the surrounding area of the Premises;
- (l) The Employee must not use or possess illegal drugs or articles on the Premises and detection of any illegal drugs or articles may result in immediate termination of Employee's employment with the Employer and consequently, a notice of eviction of period of not less than 2 days;
- (m) Gambling on the Premises and in surrounding areas is not permitted;
- (n) The Employee must not, and must not permit any camping or sleeping in the Premises or surrounding areas by any person without authorisation from the Employer;
- (o) The Employee must ensure that pot plants are raised off the carpet to avoid water damage and staining. The Employee will make repair or make good any evidence of damage to the carpet;
- (p) The Employee must not fix nails, screws, hooks, blue tac, sticky tame or tacks to doors, walls, cupboards or ceilings without the written permission of the Employer;
- (q) No animals are to be brought into the Premises or surrounding buildings without written permission from the Employer (with the exception of guide dogs);
- (r) The Employee must ensure that the power and telephone services are connected in the Employee's name at the Commencement Date;
- (s) The Employee must ensure that the Employee knows how to operate all equipment and appliances, including the cleaning of air-conditioner filters;
- (t) The Employee must not put any nails, screws, tape, blue tack, stickers or any other fasteners into any of the walls, floors, doors, ceilings or timbers of the Premises without the Employer's consent in writing;
- (u) The Employee must not use the drains, toilets or other apparatus for any purpose other than for which they were constructed and not to deposit

rubbish or other unsuitable matter therein. The Employee agrees to pay the cost of repairs of any damage or blockage resulting from such misuse;

- (v) The Employee must pay the cost of replacement of any broken or cracked glass caused by the wilful neglect, negligent conduct or accidental damage by the Employee or other persons in the Premises with his/her consent;
- (w) The Employee must not tamper with, change or add any locks or have keys cut (including gate keys) without the consent of the Employer, or in the case of an alteration to or the addition of a lock or security device, without giving the Employer a key to the lock or security device as soon as practicable after the alteration or addition. Any replacement of keys or changes to locks resulting from the loss of keys or changing of locks by the Employee will be paid for by the Employee;
- (x) The Employee must not make or permit to be made any alterations or additions to the Premises without the written consent of the Employer which may be given or refused in the Employer's absolute discretion and upon such terms as the Employer's thinks fit;
- (y) The Employee must replace immediately any damage caused to the Premises and/or furniture (if provided) by wilful, accidental or negligent conduct of the Employee or persons coming into or upon the property with their consent;
- (z) The Employee must maintain and replace electric light globes, tubes and starters;
- (aa) The Employee must use the Premises solely for private residential purposes and not for any other purpose without the written consent of the Employer;
- (bb) The Employee must ensure that the Premises is only occupied by those persons named in Item 6 of the Schedule (unless otherwise agreed by the Employer). For the avoidance of doubt any person who visits the Employee at the Premises will be taken to be occupying the Premises for the purposes of this clause if they stay overnight at the Premises);
- (cc) The Employee must not create or suffer to be done anything that might render void or voidable or otherwise prejudice any insurance on the Premises or cause any premiums on the Premises to be increased;
- (dd) The Employee must not damage or remove flowers, shrubs, palms or trees or cause any damage to the garden or lawns (if any) on the Premises;
- (ee) The Employee must not damage the common property where the Premises is a unit within the meaning of the Unit Titles Act or the Unit Titles Scheme Act, or forms part of a building or a group of buildings; and
- (ff) The Employee must comply with all rules relating to the Premises made by the Employer pursuant to this Agreement.

1.5 Inspection and repair

- (a) The Employer may periodically inspect the Premises on reasonable advanced notice. Inspections by the Employer will be for the purposes of assessing any damage to furniture, fixtures and the Premises as well as general cleanliness and reviewing the Property Condition Report. In the event that the condition of the Premises is unacceptable, the Employer may give notice to the Employee requiring the Employee to remedy the condition of the Premises.
- (b) The Employee must notify the Employer of any accident, damage or defect, or the need for any repairs and maintenance to the Premises and/or furniture (if provided) as soon as practicable after the Employee becomes aware of the accident, damage or defect or the need for repairs or maintenance, other than damage of the trivial kind. With the exception of emergencies, all maintenance items and repairs must be advised in writing to the Employer. Consent to the repair of any damage may be given or refused in the Employer's absolute discretion and upon such terms as the Employer thinks is in the best interest in maintaining the financial and visual viability of the Property.

1.6 Fixtures and fitting

- (a) The Premises is furnished with basic furniture (bed, table, chair, kitchen appliances, dishes, pots, pans and utensils) and the Employee is required to provide bed linen and towels.
- (b) The Employee is responsible for the purchase of its own laundry powder and detergent.
- (c) The Employer owns all the fixtures and inventory in the Premises. The Employee must ensure that the Premises, fixtures and inventory are not wilfully nor negligently damaged or vandalised. The Employee is responsible for the cost of repair or replacement of all damaged or vandalised property.
- (d) The Employee must ensure that all fixtures and inventory are kept clean at all times (including periodic cleaning of air-conditioning filters).

1.7 Indemnity

- (a) The Employee must indemnify the Employer from and against:
 - (i) any injury, loss or damage which may be caused to the Premises;
 - (ii) any loss or damage to the Premises, the Employee or any other person caused by or arising from an act or omission of an invitee of the Employee to the Premises;
 - (iii) the death or injury of the Employee, the members of their family or household, their guests and invitees; and/or
 - (iv) loss of or damage to the Employee's property or the property of other persons,resulting from the use or misuse of the Premises by the Employee or other persons on the Premises with their consent, except to the extent

that the unlawful or negligent act or omission of the Employer has contributed to such injury, death, loss or damage.

- (b) This clause survives the expiration or sooner determination of this Agreement.

1.8 Deductions

- (a) If the Premises or fixtures or furnishings are destroyed or damaged by the Employee or any of the invitees of the Employee (or are unclean or are otherwise not in accordance with the Property Condition Report at the end of the Term (with the exception of fair wear and tear)) or the Premises or fixtures or furnishings have been destroyed or damaged as a result of the Premises being left unoccupied, the Employee shall be responsible for the costs of repairing that damage. If the damage has not been rectified by the Employee on the termination of this agreement, the Employee expressly agrees that the Employer can deduct from any wages or salary owing to the Employee (including any accrued leave and other entitlements) the costs of repairing that damage. If the Employee's wages or salary (including any accrued leave and other entitlements) is not sufficient to cover the costs of repairing the damage to the property, the Employer is entitled to recover from the Employee the balance outstanding.

2. Termination

- (a) In the event that the Employee's employment with Employer is terminated by the Employer for a breach of the Employee employment agreement (whether or not such termination is lawful or effective), the Employee must vacate the Premises within 2 days of being handed notice by the Employer.
- (b) In the event that the Employee resigns from their employment with the Employer, the Employee must vacate the Premises within 14 days of being handed notice by the Employer (or within such longer period as required under the Employee's employment agreement).
- (c) The Employer may terminate this Agreement (and the Employee's right to use the Premises) by giving 2 days written notice to the Employee if the Employee breaches this Agreement or the Head Agreement or any law.
- (d) The Employer may terminate this Agreement (and the Employee's right to use the Premises) by giving 14 days written notice to the Employee if the Head Agreement is due to expire or is terminated.
- (e) The Employer may terminate this Agreement (and the Employee's right to use the Premises) for any reason at its absolute discretion by giving the Employee 30 days written notice.

3. Smoke alarms

3.1 Employer's obligations

- (a) Prior to the Commencement Date, the Employer must;
 - (i) test each smoke alarm in the Premises in accordance with regulation 13E of the *Fire and Emergency Regulations* (NT);

- (ii) replace a smoke alarm that does not function when tested;
- (iii) replace a stand-by battery in a wired smoke alarm in the Premises, in accordance with the manufacturer's instructions if:
 - A. the battery is spent; or
 - B. Employer is aware the battery is almost spent;
- (iv) clean each smoke alarm in the Premises in accordance with the manufacturer's instructions;
- (v) give the Employee written information about testing and maintaining the smoke alarms (**Information Statement**); and
- (vi) otherwise comply with the *Fire and Emergency Regulations* (NT).

3.2 Employee obligations:

The Employee must:

- (a) test each smoke alarm in the Premises in accordance with regulation 13E of the *Fire and Emergency Regulations* (NT), at intervals of not more than 12 months;
- (b) if a smoke alarm does not function when tested, advise the Employer as soon as practicable;
- (c) replace each stand-by battery in a wired smoke alarm in the Premises in accordance with the Information Statement, if:
 - (i) the battery is spent; or
 - (ii) the Employee is aware the battery is almost spent;
- (d) clean each smoke alarm in the Premises in accordance with the Information Statement, at intervals of not more than 12 months; and
- (e) otherwise comply with the *Fire and Emergency Regulations* (NT).

4. Privacy

- (a) The Employer is collecting the Employee's personal information in this Agreement for the purpose of verifying the Employee's identity, processing and evaluating the Employee's application, and managing this agreement. Only authorised officers have access to this information.
- (b) The Employee agrees that this personal information may be disclosed to third parties as permitted by the *Privacy Act 1988* including to property agents and operators of tenancy reference databases as well as tradespeople, solicitors, referees, financial institutions, media organisations, parties engaged to evaluate the property, bodies corporate, real estate agents, government and statutory bodies and to other parties as required by law. Information already held on tenancy reference databases may also be disclosed to the Employer.
- (c) If the Employee fails to comply with the Employee's obligations under this Agreement, that fact may also be disclosed to the abovementioned third parties. The Employer will only disclose information in this way to third

parties as required to perform the Employer's duties under this Agreement, to achieve the purposes specified above or as otherwise allowed under the *Privacy Act 1988*. In providing this information, the Employee agrees to its use in accordance with the above, unless it advises the Employer otherwise.

5. Notices and other communications

5.1 Service of notices

A notice, demand, consent, approval or communication under this Agreement (**Notice**) must be:

- (a) in writing and in English directed to the recipient's last known address; and
- (b) hand delivered or sent by prepaid post or facsimile to that address.

5.2 Effective on receipt

A Notice given in accordance with clause 5.1 above takes effect when received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, two Business Days after the date of posting (or seven Business Days after the date of posting if posted to or from outside Australia); or
- (c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the Business Day after that delivery, receipt or transmission.

6. General

6.1 Entire Agreement

- (a) This Agreement contains the entire Agreement between the parties with regard to the employment of the Employee by the Employer.
- (b) All previous negotiations, understandings, representations, warranties or commitments in relation to, or in any way affecting, the subject matter of this Agreement are merged in and superseded by this Agreement and shall be of no force or effect whatsoever and no party shall be liable to any other party in respect of those matters.

6.2 Alterations

This Agreement may be altered only in writing signed by each party.

6.3 Replacement

This Agreement may only be replaced by a document duly executed by the parties. Despite any change to the Employee's Duties, Position, reporting arrangements, Hours of Work, Location of work or Salary, the terms of this Agreement will continue to apply.

6.4 Schedule

The Schedules attached hereto form part of the Agreement.

6.5 Approvals and consents

Except where this Agreement expressly states otherwise, the Employer may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this Agreement.

6.6 Survival

Any indemnity in or obligation of confidentiality under this Agreement is independent from the other obligations of the parties and survives termination of this Agreement. Any other term which by its nature is intended to survive termination of this Agreement survives termination of this Agreement.

6.7 Severability

A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the term of this Agreement continues in force.

6.8 Waiver

The Employer does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

6.9 Applicable Law

This Agreement is governed by and is to be constructed in accordance with the laws in force in Northern Territory and the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Northern Territory and any courts which have jurisdiction to hear appeals from any of those courts.

6.10 Further action

Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Agreement.

Executed as an agreement

Executed by Islamic Society of Darwin Inc on the day of 2017 in accordance with the *Associations Act* by or in the presence of:

Signature of Chair

Signature of Committee Member

Name of Chair in full

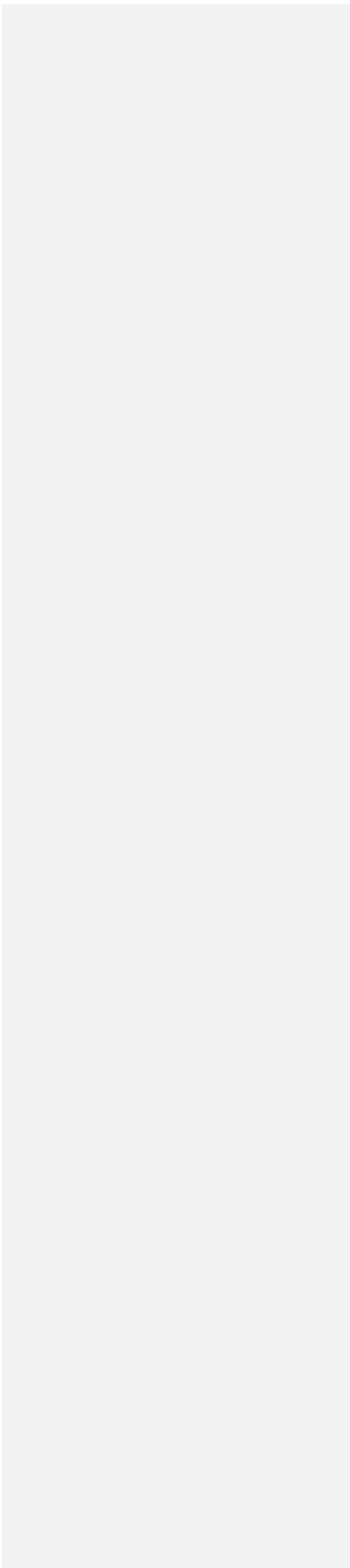
Name of Committee Member in full

Signed by Insert Name on the day of 2017 in the presence of:

Signature

Signature of Witness

Name of Witness in full



Schedule 1 - PAYROLL DEDUCTION AUTHORITY

To Accounts:

I _____

of _____ **(Name** _____ **of**
Dept) _____

If the Premises or fixtures or furnishings are destroyed or damaged by myself or my invitees, or the Property or fixtures or furnishings have been destroyed or damaged as a result of the Premises being left unoccupied, and the damage to the Premises has not been rectified by me on the termination of this Agreement, I hereby authorise my employer, the Islamic Society of Darwin Inc to deduct from my wages or salary (including any accrued leave and other entitlements) the costs of repairing that damage.

Signed _____

Date _____

Insert Name

Schedule 2 – PROPERTY CONDITION REPORT

Comment [pc3]: Do you have a template form for this? If not we can provide one.