



## Deed of Variation – Grant Deed

---

### **Homes Tasmania**

(established as a body corporate by section 9(2) of the *Homes Tasmania Act 2022* (Tas))

**(Grantor)**

and

[##insert name##]  
**(##insert short name##)**

Program: [##insert from Program Policy##]  
Service: [##insert from HMS Arrangement##]  
Commencement Date: [##insert date from Schedule A##]  
HT Ref: [##insert CM10 record number of DoV##]  
EGMS Ref: [##insert EGMS reference number of DoV##]

# Contents

---

<b>Details and recitals</b>	<b>1</b>
<b>1 Definitions and interpretation</b>	<b>2</b>
1.1 Definitions	2
1.2 Definitions contained in Grant Deed	2
1.3 Interpretation	2
1.4 Headings	4
1.5 No rule of construction applies to disadvantage party	4
<b>2 Variation</b>	<b>4</b>
<b>3 Miscellaneous</b>	<b>4</b>
3.1 Effective Date	4
3.2 Inconsistency	4
3.3 Governing law	4
3.4 Liability	4
3.5 Severance	4
3.6 Counterparts	4
3.7 Further assurance	5
3.8 Business Days	5
3.9 Legal costs	5
3.10 Amendment	5
3.11 Disclosure	5
3.12 No interference with executive duties or powers	5
<b>Signing</b>	<b>6</b>
<b>Schedule A – Grant Deed</b>	<b>8</b>
<b>Schedule B - Variations</b>	<b>9</b>

# Deed of Variation – Grant Deed

## Details and recitals

---

**Date:**

**Parties:**

---

Name **Homes Tasmania**  
(established as a body corporate by section 9(2) of the *Homes Tasmania Act 2022* (Tas))

Short form name **Grantor**

Notice details  
Homes Tasmania  
134 Macquarie Street Hobart Tasmania 7000  
GPO Box 65 Hobart Tasmania 7001  
Email: [Businessops@homes.tas.gov.au](mailto:Businessops@homes.tas.gov.au)  
Attention: Chief Executive Officer

---

Name **[##insert name##]**

ACN/ARBN/ABN **[##]**

Incorporated Association **[##]**

No.

Short form name **Recipient**

Notice details **[##insert address##]**  
Telephone: **[##] #####**  
Email: **[##]**  
Attention: **[##insert name or position##]**

---

**Recitals:**

- A. The parties have entered into the Grant Deed.
- B. The parties have agreed to vary the terms and conditions of the Grant Deed in accordance with this Deed.

# Operative provisions

---

The parties agree as follows:

---

## 1 Definitions and interpretation

### 1.1 Definitions

In this Deed, unless the context otherwise requires:

**Commencement Date** means the date specified in Schedule A.

**this Deed** means this deed and includes all its annexures, appendices, attachments and schedules (if any).

**Details** means the details and recitals set out above.

**Grant Deed** means the Grant Deed described in Schedule A.

**Government Body** includes a body politic, a government (federal, state or local), a governmental, judicial or administrative body, a tribunal, a commission, a department or agency of any government, and a statutory authority or instrumentality.

**Law** means:

- (a) principles of law or equity established by decisions of courts;
- (b) legislation and subordinate legislation; and
- (c) requirements, approvals (including conditions) and guidelines of any Government Body that have force of law.

**month** means calendar month.

**Recipient** means the Recipient described in Schedule A.

**Right** includes a right, a power, a remedy, a discretion or an authority.

### 1.2 Definitions contained in Grant Deed

Terms defined in the Grant Deed have the same meanings when used in this Deed:

- (a) unless the term is given a different meaning in this Deed; or
- (b) the context otherwise requires.

### 1.3 Interpretation

In this Deed, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) words importing a gender include all genders;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning;
- (d) a reference to a thing (including property or an amount) is a reference to the whole and each part of that thing;

- (e) a reference to a group of persons includes a reference to any one or more of those persons;
- (f) a reference to an annexure, an appendix, an attachment, a schedule, a party, a clause or a part is a reference to an annexure, an appendix, an attachment, a schedule or a party to, or a clause or a part of, this Deed;
- (g) a reference to any legislation or legislative provision includes subordinate legislation made under it and any amendment to, or replacement for, any of them;
- (h) writing includes marks, figures, symbols, images or perforations having a meaning for persons qualified to interpret them;
- (i) a reference to a document includes:
  - (i) any thing on which there is writing;
  - (ii) any thing from which sounds, images or writings can be reproduced with or without the aid of any thing else;
  - (iii) an amendment or supplement to, or replacement or novation of, that document; or
  - (iv) a map, plan, drawing or photograph;
- (j) a reference to an agreement includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing;
- (k) a reference to a 'person' includes a natural person, a partnership, a body corporate, a corporation sole, an association, a Government Body, or any other entity;
- (l) a reference to a party includes that party's executors, administrators, successors and permitted assigns and substitutes;
- (m) a reference to a Minister includes, as applicable, that Minister's predecessors and successors in office;
- (n) a reference to a Government Body or other body or organisation that has ceased to exist, or that has been renamed, reconstituted or replaced, or the powers or functions of which have been substantially transferred, is taken to refer respectively to the Government Body or other body or organisation as renamed or reconstituted, or established or formed in its place, or to which its powers or functions have been substantially transferred;
- (o) a reference to an office in a Government Body or other body or organisation includes any person acting in that office, and if the office is vacant, the person who for the time being is substantially responsible for the exercise of the duties, functions or powers of that office;
- (p) mentioning any thing after the words 'includes', 'included' or 'including' does not limit the meaning of any thing mentioned before those words;
- (q) a reference to a day is to be interpreted as the period of time in Tasmania commencing at midnight and ending 24 hours later;
- (r) reference to a time or date in connection with the performance of an obligation by a party is a reference to the time or date in Hobart, Tasmania, even if the obligation is to be performed elsewhere; and
- (s) references to '\$' and 'dollars' are to Australian dollars.

## **1.4 Headings**

Headings are included for convenience only and do not affect the interpretation of this Deed.

## **1.5 No rule of construction applies to disadvantage party**

In relation to the interpretation of this Deed, no rule of construction is to apply to the disadvantage of a party because that party was responsible for the preparation of this Deed or any part of it.

---

## **2 Variation**

The parties agree to amend the Grant Deed in accordance with the variations set out in Schedule B.

---

## **3 Miscellaneous**

### **3.1 Effective Date**

- (a) The variations referred to in clause 20, are operative and take effect from the Commencement Date.
- (b) In all other respects, the parties confirm the provisions of the Grant Deed.

### **3.2 Inconsistency**

If a clause of this Deed is inconsistent with the Grant Deed, then the clause of this Deed will prevail.

### **3.3 Governing law**

This Deed is governed by the Laws applying in Tasmania.

### **3.4 Liability**

An obligation of, or a representation, a warranty or an indemnity by, two or more parties (including where two or more persons are included in the same defined term) under or in respect of this Deed, binds them jointly and each of them severally.

### **3.5 Severance**

If a provision of this Deed is or at any time becomes illegal, prohibited, void or unenforceable for any reason, that provision is severed from this Deed and the remaining provisions of this Deed:

- (a) continue to be enforceable; and
- (b) are to be construed with such additions, deletions and modifications of language as are necessary to give effect to the remaining provisions of this Deed.

### **3.6 Counterparts**

- (a) This Deed may be entered into in any number of counterparts.
- (b) A party may execute this Deed by signing any counterpart.
- (c) All counterparts, taken together, constitute one instrument.

### **3.7 Further assurance**

The parties agree to do or cause to be done all such acts, matters and things (including, as applicable, passing resolutions and executing documents) as are necessary or reasonably required to give full force and effect to this Deed.

### **3.8 Business Days**

If the day on or by which an act, matter or thing is to be done under this Deed is not a Business Day, that act, matter or thing must be done by no later than the next Business Day.

### **3.9 Legal costs**

Each party must bear their own costs in preparing and negotiating this Deed.

### **3.10 Amendment**

This Deed may only be amended or supplemented in writing signed by the parties.

### **3.11 Disclosure**

- (a) Despite any confidentiality or intellectual property right subsisting in this Deed, a party may publish all or any part of this Deed without reference to another party.
- (b) Nothing in this clause derogates from a party's obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cwlth).

### **3.12 No interference with executive duties or powers**

Nothing in this Deed is intended to prevent, is to be taken to prevent, or prevents, the free exercise by the Governor, by any member of the Executive Council, or by any Minister of the Crown, of any duties or authorities of his or her office. Any provision of this Deed that is inconsistent with this clause is of no legal effect to the extent of the inconsistency.

### **Executed as a deed**

# Signing

## Signing by Grantor

Executed as a deed by the person named below acting as a delegate of Homes Tasmania pursuant to an instrument of delegation dated 23 October 2023 made under the *Homes Tasmania Act 2022* (Tas), in the presence of the witness named below:

Signature of delegate: →	<input type="text"/>		
*Print name and position of delegate:	<input type="text"/>	Witness' signature: →	<input type="text"/>
		*Witness print name and position:	<input type="text"/>
*Use BLOCK LETTERS		*Witness print address:	<input type="text"/>

## Signing by Recipient

Executed as a deed by **##insert full name of company##** in accordance with section 127(1)(a) of the *Corporations Act 2001* (Cwlth):

Signature: →	<input type="text"/>	Signature: →	<input type="text"/>
*Print name and office held:	<input type="text"/>	*Print name and office held:	<input type="text"/>

\*Use BLOCK LETTERS

Note: In the case of a company that has only one director and one secretary, show the office held as 'SOLE DIRECTOR AND SOLE COMPANY SECRETARY'



**Signing by Recipient**

The common seal of **##insert full name of company##** was hereunto affixed in the presence of:

Common seal:  
→

Signature:  
→

Signature:  
→

\*Print  
name and  
office  
held:

\*Print  
name and  
office  
held:

\*Use BLOCK LETTERS

Note: In the case of a company that has only one director and one secretary, show the office held as 'SOLE DIRECTOR AND SOLE COMPANY SECRETARY'

**Signing by Recipient**

The common seal of **##insert full name of corporation##** was hereunto affixed by authority of its committee in the presence of:

Common seal:  
→

Signature:  
→

Signature:  
→

\*Print  
name and  
office  
held:

\*Print  
name and  
office  
held:

\*Use BLOCK LETTERS

Note: If the Association has adopted the 'Model Rules', the common seal must be affixed in the presence of: two members of its committee; or one member of its committee and the public officer of the Association or any other person the committee has appointed for that purpose.

## Schedule A – Grant Deed

---

<b>Grant Deed Details</b>	
<b>Commencement Date</b> for the variations referred to in clause 2(a) and Schedule B	
<b>Grant Deed:</b> Program: Service: Commencement Date: Expiry Date: HT Ref: EGMS Ref: BPAY Biller Code: Account No:	[##insert details from cover page of Grant Deed##]
<b>Recipient</b>	

SAMPLE

## Schedule B - Variations

---

### Variations

- 


SAMPLE