

Seller disclosure statement



Queensland
Government

Property Law Act 2023 section 99

Form 2, Version 1 | Effective from: 1 August 2025

WARNING TO BUYER – This statement contains important legal and other information about the property offered for sale. You should read and satisfy yourself of the information in this statement before signing a contract. You are advised to seek legal advice before signing this form. You should not assume you can terminate the contract after signing if you are not satisfied with the information in this statement.

WARNING – You must be given this statement before you sign the contract for the sale of the property.

This statement does not include information about:

- » flooding or other natural hazard history
- » structural soundness of the building or pest infestation
- » current or historical use of the property
- » current or past building or development approvals for the property
- » limits imposed by planning laws on the use of the land
- » services that are or may be connected to the property
- » the presence of asbestos within buildings or improvements on the property.

You are encouraged to make your own inquiries about these matters before signing a contract. You may not be able to terminate the contract if these matters are discovered after you sign.

Part 1 – Seller and property details

Seller **STEPHEN KENNETH WOOLCOTT AND JULIE ANNE WOOLCOTT**

Property address
(referred to as the
"property" in this
statement)

62/1 POINSETTIA COURT, MOOLOOLABA QLD 4557

Lot on plan description

62/SP115720

Community titles scheme
or BUGTA scheme:

Is the property part of a community titles scheme or a BUGTA scheme:

☒ **Yes**

☐ **No**

*If **Yes**, refer to Part 6 of this statement
for additional information*

*If **No**, please disregard Part 6 of this statement
as it does not need to be completed*

Part 2 – Title details, encumbrances and residential tenancy or rooming accommodation agreement

Title details

The seller gives or has given the buyer the following—

A title search for the property issued under the *Land Title Act 1994*
showing interests registered under that Act for the property.

☒ **Yes**

A copy of the plan of survey registered for the property.

☒ **Yes**

Registered encumbrances	<p>Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages.</p> <p>You should seek legal advice about your rights and obligations before signing the contract.</p>						
Unregistered encumbrances (excluding statutory encumbrances)	<p>There are encumbrances not registered on the title that will continue to affect the property after settlement. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Note—If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are NOT required to be disclosed.</p> <p>Unregistered lease (if applicable)</p> <p>If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:</p> <table border="1" data-bbox="970 506 1485 692"> <tr> <td>» the start and end day of the term of the lease:</td> <td></td> </tr> <tr> <td>» the amount of rent and bond payable:</td> <td></td> </tr> <tr> <td>» whether the lease has an option to renew:</td> <td></td> </tr> </table> <p>Other unregistered agreement in writing (if applicable)</p> <p>If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. <input type="checkbox"/> Yes</p> <p>Unregistered oral agreement (if applicable)</p> <p>If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:</p> <div data-bbox="375 1014 1490 1288" style="border: 1px solid black; height: 120px;"></div>	» the start and end day of the term of the lease:		» the amount of rent and bond payable:		» whether the lease has an option to renew:	
» the start and end day of the term of the lease:							
» the amount of rent and bond payable:							
» whether the lease has an option to renew:							
Statutory encumbrances	<p>There are statutory encumbrances that affect the property. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>If Yes, the details of any statutory encumbrances are as follows:</i></p> <div data-bbox="375 1384 1490 1653" style="border: 1px solid black; padding: 5px;"> NBN and Unity Water assets - BYDA map attached </div>						
Residential tenancy or rooming accommodation agreement	<p>The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> during the last 12 months. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, when was the rent for the premises or each of the residents' rooms last increased? (<i>Insert date of the most recent rent increase for the premises or rooms</i>) <div data-bbox="1190 1789 1485 1843" style="border: 1px solid black; width: 185px; height: 24px;"></div></p> <p>Note—Under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises.</p> <p>As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.</p>						

Part 3 – Land use, planning and environment

WARNING TO BUYER – You may not have any rights if the current or proposed use of the property is not lawful under the local planning scheme. You can obtain further information about any planning and development restrictions applicable to the lot, including in relation to short-term letting, from the relevant local government.

Zoning	<p>The zoning of the property is <i>(Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 199; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable)</i>:</p> <div style="border: 1px solid black; padding: 5px;"> <p>Sunshine Coast Planning Scheme 2014 Medium Density Residential Zone</p> </div>	
Transport proposals and resumptions	<p>The lot is affected by a notice issued by a Commonwealth, State or local government entity and given to the seller about a transport infrastructure proposal* to: locate transport infrastructure on the property; or alter the dimensions of the property. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>The lot is affected by a notice of intention to resume the property or any part of the property. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i></p>	
<p>* <i>Transport infrastructure</i> has the meaning defined in the <i>Transport Infrastructure Act 1994</i>. A <i>proposal</i> means a resolution or adoption by some official process to establish plans or options that will physically affect the property.</p>		
Contamination and environmental protection	<p>The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i>. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>The following notices are, or have been, given:</p> <p>A notice under section 408(2) of the <i>Environmental Protection Act 1994</i> (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan). <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>A notice under section 369C(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which an environmental enforcement order applies). <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>A notice under section 347(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which a prescribed transitional environmental program applies). <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
Trees	<p>There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>If Yes, a copy of the order or application must be given by the seller.</i></p>	
Heritage	<p>The property is affected by the <i>Queensland Heritage Act 1992</i> or is included in the World Heritage List under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cwlth). <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
Flooding	<p>Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the FloodCheck Queensland portal or the Australian Flood Risk Information portal.</p>	
Vegetation, habitats and protected plants	<p>Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.</p>	

Part 4 – Buildings and structures

WARNING TO BUYER – The seller does not warrant the structural soundness of the buildings or improvements on the property, or that the buildings on the property have the required approval, or that there is no pest infestation affecting the property. You should engage a licensed building inspector or an appropriately qualified engineer, builder or pest inspector to inspect the property and provide a report and also undertake searches to determine whether buildings and improvements on the property have the required approvals.

Swimming pool	<p>There is a relevant pool for the property.</p> <p>If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.</p> <p>Pool compliance certificate is given.</p> <p>OR</p> <p>Notice of no pool safety certificate is given.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
Unlicensed building work under owner builder permit	<p>Building work was carried out on the property under an owner builder permit in the last 6 years.</p> <p><i>A notice under section 47 of the Queensland Building and Construction Commission Act 1991 must be given by the seller and you may be required to sign the notice and return it to the seller prior to signing the contract.</i></p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
Notices and orders	<p>There is an unsatisfied show cause notice or enforcement notice under the <i>Building Act 1975</i>, section 246AG, 247 or 248 or under the <i>Planning Act 2016</i>, section 167 or 168.</p> <p>The seller has been given a notice or order, that remains in effect, from a local, State or Commonwealth government, a court or tribunal, or other competent authority, requiring work to be done or money to be spent in relation to the property.</p> <p><i>If Yes, a copy of the notice or order must be given by the seller.</i></p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
Building Energy Efficiency Certificate	<p>If the property is a commercial office building of more than 1,000m², a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.</p>	
Asbestos	<p>The seller does not warrant whether asbestos is present within buildings or improvements on the property. Buildings or improvements built before 1990 may contain asbestos. Asbestos containing materials (ACM) may have been used up until the early 2000s. Asbestos or ACM may become dangerous when damaged, disturbed, or deteriorating. Information about asbestos is available at the Queensland Government Asbestos Website (asbestos.qld.gov.au) including common locations of asbestos and other practical guidance for homeowners.</p>	

Part 5 – Rates and services

WARNING TO BUYER – The amount of charges imposed on you may be different to the amount imposed on the seller.

Rates

Whichever of the following applies—

The total amount payable* for all rates and charges (without any discount) for the property as stated in the most recent rate notice is:

Amount:

Date Range:

OR

The property is currently a rates exempt lot.** ☐

OR

The property is not rates exempt but no separate assessment of rates ☐ is issued by a local government for the property.

*Concessions: A local government may grant a concession for rates. The concession will not pass to you as buyer unless you meet the criteria in section 120 of the *Local Government Regulation 2012* or section 112 of the *City of Brisbane Regulation 2012*.

** An exemption for rates applies to particular entities. The exemption will not pass to you as buyer unless you meet the criteria in section 93 of the *Local Government Act 2009* or section 95 of the *City of Brisbane Act 2010*.

Water

Whichever of the following applies—

The total amount payable as charges for water services for the property as indicated in the most recent water services notice* is:

Amount:

Date Range:

OR

There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is:

Amount:

Date Range:

* A water services notices means a notice of water charges issued by a water service provider under the *Water Supply (Safety and Reliability) Act 2008*.

Part 6 – Community titles schemes and BUGTA schemes

(If the property is part of a community titles scheme or a BUGTA scheme this Part must be completed)

WARNING TO BUYER – If the property is part of a community titles scheme or a BUGTA scheme and you purchase the property, you will become a member of the body corporate for the scheme with the right to participate in significant decisions about the scheme and you will be required to pay contributions towards the body corporate's expenses in managing the scheme. You will also be required to comply with the by-laws. By-laws will regulate your use of common property and the lot.

For more information about living in a body corporate and your rights and obligations, contact the Office of the Commissioner for Body Corporate and Community Management.

Body Corporate and Community Management Act 1997	<p>The property is included in a community titles scheme. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(If Yes, complete the information below)</p>
Community Management Statement	<p>A copy of the most recent community management statement for the scheme as recorded under the <i>Land Title Act 1994</i> or another Act is given to the buyer. <input checked="" type="checkbox"/> Yes</p> <p>Note—If the property is part of a community titles scheme, the community management statement for the scheme contains important information about the rights and obligations of owners of lots in the scheme including matters such as lot entitlements, by-laws and exclusive use areas.</p>
Body Corporate Certificate	<p>A copy of a body corporate certificate for the lot under the <i>Body Corporate and Community Management Act 1997</i>, section 205(4) is given to the buyer. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If No— An explanatory statement is given to the buyer that states: <input type="checkbox"/> Yes</p> <ul style="list-style-type: none"> » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 6 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot.
Statutory Warranties	<p>Statutory Warranties—If you enter into a contract, you will have implied warranties under the <i>Body Corporate and Community Management Act 1997</i> relating to matters such as latent or patent defects in common property or body corporate assets; any actual, expected or contingent financial liabilities that are not part of the normal operating costs; and any circumstances in relation to the affairs of the body corporate that will materially prejudice you as owner of the property. There will be further disclosure about warranties in the contract.</p>

Building Units and Group Titles Act 1980	<p>The property is included in a BUGTA scheme <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>(If Yes, complete the information below)</p>
Body Corporate Certificate	<p>A copy of a body corporate certificate for the lot under the <i>Building Units and Group Titles Act 1980</i>, section 40AA(1) is given to the buyer. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If No— An explanatory statement is given to the buyer that states: <input type="checkbox"/> Yes</p> <ul style="list-style-type: none"> » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 7 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot. <p>Note—If the property is part of a BUGTA scheme, you will be subject to by-laws approved by the body corporate and other by-laws that regulate your use of the property and common property.</p>

Signatures – SELLER

John Woolcott

Signature of seller

Stephen Woolcott

Signature of seller

Name of Seller

Name of Seller

08-08-2025

Date

08-08-2025

Date

Signatures – BUYER

By signing this disclosure statement the buyer acknowledges receipt of this disclosure statement before entering into a contract with the seller for the sale of the lot.

Signature of buyer

Signature of buyer

Name of buyer

Name of buyer

Date

Date

06 August 2025

EMERALD SPRINGS II CTS 25544
Registered for GST

ABN: 13 952 961 228

Tax InvoiceS & J Woolcott
Unit 62 'Emerald Springs II'
1 Poinsettia Court
Mooloolaba QLD 4557

Ref

Re Lot 62 EMERALD SPRINGS II CTS 25544

Fee 84.10 Paid

Above Fee includes GST

Please find enclosed Body Corporate Information Certificate pursuant to Section 162(3) of the Body Corporate and Community Management Act 1997.

Before Settlement please contact our office on 07 5450 5300 for final settlement figures. Our office hours are Monday to Friday 8am to 4pm.

Your faithfully,

.....
Sunstate Strata Pty Ltd

BCCM**Form 33**

Department of Justice

Body corporate certificate*Body Corporate and Community Management Act 1997, section 205(4)**This form is effective from 1 August 2025*

For the sale of a lot included in a community titles scheme under the Body Corporate and Community Management Act 1997 (other than a lot to which the Body Corporate and Community Management (Specified Two-lot Schemes Module) Regulation 2011 applies).

WARNING - Do not sign a contract to buy a property in a community titles scheme until you have read and understood the information in this certificate. Obtain independent legal advice if needed.

You may rely on this certificate against the body corporate as conclusive evidence of matters stated in the certificate, except any parts where the certificate contains an error that is reasonably apparent.

This certificate contains important information about the lot and community titles scheme named in the certificate, including:

- becoming an owner and contacting the body corporate
- details of the property and community titles scheme
- by-laws and exclusive use areas
- lot entitlements and financial information
- owner contributions and amounts owing
- common property and assets
- insurance
- contracts and authorisations

This certificate does not include information about:

- physical defects in the common property or buildings in the scheme;
- body corporate expenses and liabilities for which the body corporate has not fixed contributions;
- current, past or planned body corporate disputes or court actions;
- orders made against the body corporate by an adjudicator, a tribunal or a court;
- matters raised at recent committee meetings or body corporate meetings; or
- the lawful use of lots, including whether a lot can be used for short-term letting.

Search applicable planning laws, instruments and documents to find out what your lot can be used for. If you are considering short-term letting your lot, contact your solicitor, the relevant local government or other planning authority to find out about any approvals you will need or if there are any restrictions on short-term letting. It is possible that lots in the community titles scheme are being used now or could in future be used lawfully or unlawfully for short-term or transient accommodation.

The community management statement

Each community titles scheme has a community management statement (CMS) recorded with Titles Queensland, which contains important information about the rights and obligations of the owners of lots in the scheme. The seller must provide you with a copy of the CMS for the scheme before you sign a contract.

The Office of the Commissioner for Body Corporate and Community Management

The Office of the Commissioner for Body Corporate and Community Management provides an information and education service and a dispute resolution service for those who live, invest or work in community titles schemes. Visit www.qld.gov.au/bodycorporate.

You can ask for a search of adjudicators orders to find out if there are any past or current dispute applications lodged for the community titles scheme for the lot you are considering buying www.qld.gov.au/searchofadjudicatorsorders.

The information in this certificate is issued on 06/08/2025

Becoming an owner

When you become an owner of a lot in a community titles scheme, you:

- automatically become a member of the body corporate and have the right to participate in decisions about the scheme;
- must pay contributions towards the body corporate's expenses in managing the scheme; and
- must comply with the body corporate by-laws.

You must tell the body corporate that you have become the owner of a lot in the scheme within 1 month of settlement. You can do this by using the BCCM Form 8 Information for body corporate roll. Fines may apply if you do not comply.

How to get more information

You can inspect the body corporate records which will provide important information about matters not included in this certificate. To inspect the body corporate records, you can contact the person responsible for keeping body corporate records (see below), or you can engage the services of a search agent. Fees will apply.

Planning and development documents can be obtained from the relevant local government or other planning authority. Some relevant documents, such as the development approval, may be available from the body corporate, depending on when and how the body corporate was established.

Contacting the body corporate

The body corporate is an entity made up of each person who owns a lot within a community titles scheme.

Name and number of the community titles scheme

EMERALD SPRINGS II

CTS No. **25544**

Body corporate manager

Bodies corporate often engage a body corporate manager to handle administrative functions.

Is there a body corporate manager for the scheme?

Yes. The body corporate manager is:

Name: **Alex Hatton**

Phone: **07 5450 5300**

Company: **Sunstate Strata Pty Ltd**

Email: **admin@sunstatestrata.com.au**

Accessing records

Who is currently responsible for keeping the body corporate's records?

The body corporate manager named above.

Property and community titles scheme details

Lot and plan details

Lot number: **62**

Plan type and number: **SP115720**

Plan of subdivision: **BUILDING FORMAT PLAN**

The plan of subdivision applying to a lot determines maintenance and insurance responsibilities.

Regulation module

There are 5 regulation modules for community titles schemes in Queensland. The regulation module that applies to the scheme determines matters such as the length of service contracts and how decisions are made.

More information is available from www.qld.gov.au/buyingbodycorporate.

The regulation module that applies to this scheme is the:

Accommodation

NOTE: If the regulation module that applies to the scheme is the Specified Two-lot Schemes Module, then BCCM Form 34 should be used.

Layered arrangements of community titles schemes

A layered arrangement is a grouping of community titles schemes, made up of a principal scheme and one or more subsidiary schemes. Find more information at www.qld.gov.au/buyingbodycorporate

Is the scheme part of a layered arrangement of community titles schemes?

No

If yes, you should investigate the layered arrangement to obtain further details about your rights and obligations. The name and number of each community titles scheme part of the layered arrangement should be listed in the community management statement for the scheme given to you by the seller.

Building management statement

A building management statement is a document, which can be put in place in certain buildings, that sets out how property and shared facilities are accessed, maintained and paid for by lots in the building. It is an agreement between lot owners in the building that usually provides for supply of utility services, access, support and shelter, and insurance arrangements. A lot can be constituted by a community titles scheme's land.

Does a building management statement apply to the community titles scheme?

No

If yes, you can obtain a copy of the statement from Titles Queensland: www.titlesqld.com.au. You should seek legal advice about the rights and obligations under the building management statement before signing the contract - for example, this can include costs the body corporate must pay in relation to shared areas and services.

By-laws and exclusive use areas

The body corporate may make by-laws (rules) about the use of common property and lots included in the community titles scheme. You must comply with the by-laws for the scheme. By-laws can regulate a wide range of matters, including noise, the appearance of lots, carrying out work on lots (including renovations), parking, requirements for body corporate approval to keep pets, and whether smoking is permitted on outdoor areas of lots and the common property. However, by-laws cannot regulate the type of residential use of lots that may lawfully be used for residential purposes. You should read the by-laws before signing a contract.

What by-laws apply?

The by-laws that apply to the scheme are specified in the community management statement for the scheme provided to you by the seller.

The community management statement will usually list the by-laws for the scheme. If the statement does not list any by-laws, Schedule 4 of the Body Corporate and Community Management Act 1997 will apply to the scheme.

In some older schemes, the community management statement may state that the by-laws as at 13 July 2000 apply. In these cases, a document listing the by-laws in consolidated form must be given with this certificate.

General by-laws

The community management statement includes the complete set of by-laws that apply to the scheme.

Exclusive use areas

Individual lots may be granted exclusive use of common property or a body corporate asset, for example, a courtyard, car park or storage area. The owner of a lot to whom exclusive use rights are given will usually be required to maintain the exclusive use area unless the exclusive use by-law or other allocation of common property provides otherwise.

Are there any exclusive use by-laws or other allocations of common property in effect for the community titles scheme?

Yes

If yes, the exclusive use by-laws or other allocations of common property for the schemes are:

given with this certificate and listed below

Date of Resolution	Lot	Description	Conditions
10/10/02	00062	Installation of air conditioners	Owners responsibility

Lot entitlements and financial information

Lot entitlements

Lot entitlements are used to determine the proportion of body corporate expenses each lot owner is responsible for. The community management statement contains two schedules of lot entitlements – a contribution schedule of lot entitlements and an interest schedule of lot entitlements, outlining the entitlements for each lot in the scheme. The contribution schedule lot entitlement for a lot (as a proportion of the total for all lots) is used to calculate the lot owner's contribution to most body corporate expenses, and the interest schedule lot entitlement for a lot (as a proportion of the total for all lots) is used to calculate the lot owner's contribution to insurance expenses in some cases. Lots may have different lot entitlements and therefore may pay different contributions to the body corporate's expenses.

You should consider the lot entitlements for the lot compared to the lot entitlements for other lots in the scheme before you sign a contract of sale.

Contribution schedule

Contribution schedule lot entitlement for the lot: **10.00**

Total contribution schedule lot entitlements for all lots: **290.00**

Interest schedule

Interest schedule lot entitlement for the lot: **9.00**

Total interest schedule lot entitlements for all lots: **231.00**

Statement of accounts

The most recent statement of accounts prepared by the body corporate for the notice of the annual general meeting for the scheme is given with this certificate.

Owner contributions (levies)

The contributions (levies) paid by each lot owner towards body corporate expenses is determined by the budgets approved at the annual general meeting of the body corporate.

You need to pay contributions to the body corporate's administrative fund for recurrent spending and the sinking fund for capital and non-recurrent spending.

If the Commercial Module applies to the community titles scheme, there may also be a promotion fund that owners of lots have agreed to make payments to.

WARNING: You may have to pay a special contribution if a liability arises for which no or inadequate provision has been made in the body corporate budgets.

The contributions payable by the owner of the lot that this certificate relates to are listed over the page.

Body corporate debts

If any contributions or other body corporate debt (including penalties or reasonably incurred recovery costs) owing in relation to the lot are not paid before you become the owner of the property, YOU WILL BE LIABLE TO PAY THEM TO THE BODY CORPORATE. Before signing the contract, you should make sure that the contract addresses this or provides for an appropriate adjustment at settlement.

Owner contributions and amounts owing

Administrative fund contributions

Total amount of contributions (before any discount) for lot **62** for the current financial year: \$ **\$950.00**

Number of instalments: **1** (outlined below)

Discount for on-time payments (if applicable): **0** %

Monthly penalty for overdue contributions (if applicable): **2.50** %

Due date	Amount due	Amount due if discount applied	Paid
01/08/25	950.00	950.00	28/07/25

Amount overdue	Nil
Amount Unpaid including amounts billed not yet due	\$0.00

Sinking fund contributions

Total amount of contributions (before any discount) for lot **62** for the current financial year: \$ **\$563.00**

Number of instalments: **1** (outlined below)

Discount for on-time payments (if applicable): **0** %

Monthly penalty for overdue contributions (if applicable): **2.50** %

Due date	Amount due	Amount due if discount applied	Paid
01/08/25	563.00	563.00	28/07/25

Amount overdue	\$0.00
Amount Unpaid including amounts billed not yet due	\$0.00

Special contributions - Administrative Fund (IF ANY)

Date determined://(Access the body corporate records for more information).

Total amount of contributions (before any discount) **Nil**

Number of instalments: **0** (outlined below)

Discount for on-time payments (if applicable): %

Monthly penalty for overdue contributions (if applicable): **2.50** %

Due date	Amount due	Amount due if discount applied	Paid

Amount overdue	Nil
Amount Unpaid including amounts billed not yet due	\$0.00

Special contributions - Sinking Fund (IF ANY)

Date determined:// (Access the body corporate records for more information).

Total amount of contributions (before any discount) **\$367.90**

Number of instalments: **1** (outlined below)

Discount for on-time payments (if applicable): **0** %

Monthly penalty for overdue contributions (if applicable): **2.50** %

Due date	Amount due	Amount due if discount applied	Paid
01/05/25	367.90	367.90	23/04/25

Amount overdue **Nil**

Amount Unpaid including amounts billed not yet due **Nil**

Other contributions

	Due date	Amount due	Amount due if discount applied	Paid
Admin Fund-Insurance	01/08/25	286.02	286.02	28/07/25

Other amounts payable by the lot owner

Purpose	Fund	Amount	Due date	Amount
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Summary of amounts due but not paid by the current owner

At the date of this certificate

Annual contributions	Nil
Special contributions	Nil
Other contributions	Nil
Other payments	Nil
Penalties	Nil
Total amount overdue (Total Amount Unpaid including not yet due \$0.00)	Nil

(An amount in brackets indicates a credit or a payment made before the due date)

Common property and assets

When you buy a lot in a community titles scheme, you also own a share in the common property and assets for the scheme. Common property can include driveways, lifts and stairwells, and shared facilities. Assets can include gym equipment and pool furniture.

The body corporate is usually responsible for maintaining common property in a good and structurally sound condition. An owner is usually responsible for maintaining common property or assets that their lot has been allocated exclusive use of, or for maintaining improvements to common property or utility infrastructure that is only for the benefit of their lot. The body corporate may have additional maintenance responsibilities, depending on the plan of subdivision the scheme is registered under. For more information, visit www.qld.gov.au/buyingbodycorporate.

Sinking fund forecast and balance - maintenance and replacement of common property / assets

The body corporate must have a sinking fund to pay for future capital expenses, such as repairs or replacement of common property and assets. The body corporate must raise enough money in its sinking fund budget each year to provide for spending for the current year and to reserve an amount to meet likely spending for 9 years after the current year. If there is not enough money in the sinking fund at the time maintenance is needed, lot owners will usually have to pay additional contributions.

Prior to signing a contract, you should consider whether the current sinking fund balance is appropriate to meet likely future capital expenditure.

Does the body corporate have a current sinking fund forecast that estimates future capital expenses and how much money needs to be accumulated in the sinking fund?

Yes - you can obtain a copy from the body corporate records - last sinking fund report: 01/12/24

Current sinking fund balance (as at date of certificate): \$ 300,153.85

Improvements to common property the lot owner is responsible for

A lot owner may make improvements to the common property for the benefit of their lot if authorised by the body corporate or under an exclusive use by-law. The owner of the lot is usually responsible for maintenance of these improvements, unless the body corporate authorises an alternative maintenance arrangement or it is specified in the relevant by-law.

Details of authorised improvements to the common property that the owner of the lot is responsible for maintaining in good condition are given with this certificate below

Date	Description	Conditions
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Body corporate assets

The body corporate must keep a register of all body corporate assets worth more than \$1,000.

The body corporate does not have any assets that it is required to record in its register

Description	Type	Acquisition	Supplier	Original Cost	Cost To Date	Market Value
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Insurance

The body corporate must insure the common property and assets for full replacement value and public risk. The body corporate must insure, for full replacement value, the following buildings where the lots in the scheme are created:

- under a building format plan of subdivision or volumetric format plan of subdivision - each building that contains an owner's lot (e.g. a unit or apartment); or
- under a standard format plan of subdivision - each building on a lot that has a common wall with a building on an adjoining lot.

Body corporate insurance policies

Details of each current insurance policy held by the body corporate including, for each policy, are given with this certificate.

TYPE/COMPANY	POLICY NO.	SUM INSURED	PREMIUM	DUE DATE	EXCESS
BUILDING Strata Community Insurance	QRSC20003563	18,072,899.00	28,868.38	12/07/26	\$2,000 Standard Excess (Inc Earthquake) \$1k Legal defence & 10% contribution
PUBLIC LIABILITY Strata Community Insurance	QRSC20003563	20,000,000.00		12/07/26	\$2,000 Standard Excess (Inc Earthquake) \$1k Legal defence & 10% contribution
OFFICE BEARERS Strata Community Insurance	QRSC20003563	2,000,000.00		12/07/26	\$2,000 Standard Excess (Inc Earthquake) \$1k Legal defence & 10% contribution
FIDELITY GUARANTEE Strata Community Insurance	QRSC20003563	100,000.00		12/07/26	\$2,000 Standard Excess (Inc Earthquake) \$1k Legal defence & 10% contribution
VOLUNTARY WORKERS Strata Community Insurance	QRSC20003563	\$200,000/\$2,000		12/07/26	\$2,000 Standard Excess (Inc Earthquake) \$1k Legal defence & 10% contribution
BUILDING CATASTROHPE Strata Community Insurance	QRSC20003563	5,421,870.00		12/07/26	\$2,000 Standard Excess (Inc Earthquake) \$1k Legal defence & 10% contribution

Alternative insurance

Where the body corporate is unable to obtain the required building insurance, an adjudicator may order that the body corporate take out alternative insurance. Information about alternative insurance is available from www.qld.gov.au/buyingbodycorporate.

Does the body corporate currently hold alternative insurance approved under an alternative insurance order?

No

Lot owner and occupier insurance

The occupier is responsible for insuring the contents of the lot and any public liability risks which might occur within the lot.

The owner is responsible for insuring buildings that do not share a common wall if the scheme is registered under a standard format plan of subdivision, unless the body corporate has set up a voluntary insurance scheme and the owner has opted-in.

More information about insurance in community titles schemes is available from your solicitor or www.qld.gov.au/buyingbodycorporate

Contracts and authorisations

Caretaking service contractors and letting agents – Accommodation Module, Commercial Module and Standard Module

A body corporate may engage service contractors to provide services to the body corporate to assist in the management of the scheme.

If the Standard Module, Accommodation Module, or Commercial Module apply to a community titles scheme, the body corporate may also authorise a person to conduct a letting agent business for the scheme, that is, to act as the agent of owners of lots in the scheme who choose to use the person's services for the letting of their lot.

A service contractor who is also authorised to be a letting agent for the scheme is called a caretaking service contractor. Together, an agreement to engage a person as a caretaking service contractor and authorise a person as a letting agent is typically referred to as 'management rights'.

The maximum term of a service contract or authorisation entered into by a body corporate is:

- 10 years if the Standard Module applies to the scheme; and
- 25 years if the Accommodation Module or Commercial Module applies to the scheme.

You may inspect the body corporate records to find information about any engagements or authorisations entered into by the body corporate, including the term of an engagement or authorisation and, for an engagement, duties required to be performed and remuneration payable by the body corporate.

Has the body corporate engaged a caretaking services contractor for the scheme?

Yes - Name of caretaking service contractor engaged: Amy McNamara

Has the body corporate authorised a letting agent for the scheme?

No

Embedded network electricity supply

Is there an arrangement to supply electricity to occupiers in the community titles scheme through an embedded network?

No

More information about embedded networks in community titles schemes is available from www.qld.gov.au/buyingbodycorporate.

Body corporate authority

This certificate is signed and given under the authority of the body corporate.

Name/s Sunstate Strata

Positions/s held on behalf of the Secretary of the Body Corporate

Date 06/08/2025

Signature/s



Copies of documents given with this certificate:

- by-laws for the scheme in consolidated form (if applicable)
- details of exclusive use by-laws or other allocations of common property (if applicable)
- the most recent statement of accounts
- details of amounts payable to the body corporate for another reason (if applicable)
- details of improvements the owner is responsible for (if applicable)
- the register of assets (if applicable)
- insurance policy details

CONTRACTS REGISTER

EMERALD SPRINGS II CTS 25544

Contractor Name and Address Sunstate Strata Pty Ltd PO Box 9195 Pacific Paradise Q 4564	Details of Duties Refer first schedule of Management Agreement	Delegated Powers Refer Management Agreement	Basis of Remuneration Refer second schedule of Management Agreement
Commencement Date	01/10/22	Termination Date	
Term of Contract	3 Yrs	Finance	
Options		Name of Financier	
Copy of Agreement on File	Y	Date of Advice from Financier	
Workers Comp No		Date of Withdrawal of Financier	
Contractor Name and Address Amy McNamara MAWI Solutions 8 Dodonaea Close Noosaville QLD 4566	Details of Duties Refer to the Agreement	Delegated Powers	Basis of Remuneration Refer to the Agreement
Commencement Date	22/03/23	Termination Date	
Term of Contract	Refer to Agreement	Finance	
Options		Name of Financier	
Copy of Agreement on File		Date of Advice from Financier	
Workers Comp No		Date of Withdrawal of Financier	
Contractor Name and Address	Details of Duties	Delegated Powers	Basis of Remuneration
Commencement Date		Termination Date	
Term of Contract		Finance	
Options		Name of Financier	
Copy of Agreement on File		Date of Advice from Financier	
Workers Comp No		Date of Withdrawal of Financier	
Contractor Name and Address	Details of Duties	Delegated Powers	Basis of Remuneration
Commencement Date		Termination Date	
Term of Contract		Finance	
Options		Name of Financier	
Copy of Agreement on File		Date of Advice from Financier	
Workers Comp No		Date of Withdrawal of Financier	
Contractor Name and Address	Details of Duties	Delegated Powers	Basis of Remuneration
Commencement Date		Termination Date	
Term of Contract		Finance	
Options		Name of Financier	
Copy of Agreement on File		Date of Advice from Financier	
Workers Comp No		Date of Withdrawal of Financier	

EMERALD SPRINGS II CTS 25544

BALANCE SHEET

AS AT 30 JUNE 2025

	ACTUAL 30/06/2025	ACTUAL 30/06/2024
<u>OWNERS FUNDS</u>		
Administrative Fund	4,100.85	(3,346.03)
Sinking Fund	286,031.09	244,705.08
<u>TOTAL</u>	<u>\$ 290,131.94</u>	<u>\$ 241,359.05</u>
<u>REPRESENTED BY</u>	(290,131.94)	(241,359.05)
<u>CURRENT ASSETS</u>		
Cash At Bank - 291343580	112,610.30	50,173.46
At Call Account - 265272914	136,467.19	136,467.19
Term Dep-268825627 4% 29/12	45,000.00	45,000.00
Prepayments	5,439.58	5,260.72
Levies In Arrears	1.28	3,308.20
Other Arrears	0.06	165.61
<u>TOTAL ASSETS</u>	299,518.41	240,375.18
<u>LIABILITIES</u>		
Gst Clearing Account	2,554.80	(808.31)
Instalment Clearing Account	566.38	(1,673.62)
Levies In Advance	6,265.29	1,498.06
<u>TOTAL LIABILITIES</u>	9,386.47	(983.87)
<u>NET ASSETS</u>	<u>\$ 290,131.94</u>	<u>\$ 241,359.05</u>

EMERALD SPRINGS II CTS 25544

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JULY 2024 TO 30 JUNE 2025

	ACTUAL	BUDGET	ACTUAL
	01/07/24-30/06/25	01/07/24-30/06/25	01/07/23-30/06/24
<u>ADMINISTRATIVE FUND</u>			
<u>INCOME</u>			
Levies - Administrative Fund	106,992.58	106,990.00	100,920.00
Levies - Building Insurance	26,701.29	26,701.00	24,788.61
<u>OTHER INCOME</u>			
Insurance Claims Received	605.00	0.00	0.00
Interest On Overdue Levies	237.58	0.00	628.51
Debt Collection	0.00	0.00	451.00
Gst On Income	(12,175.58)	(12,153.72)	(11,526.21)
<u>TOTAL ADMIN. FUND INCOME</u>	122,360.87	121,537.28	115,261.91
<u>EXPENDITURE - ADMIN. FUND</u>			
Bank Charges	89.35	120.00	105.65
Body Corporate Administration	5,383.92	5,384.00	5,189.87
Business Activity Statements	1,311.24	1,312.00	1,263.81
Caretaker	65,096.10	62,878.00	62,627.62
Community Electricity	133.80	600.00	516.21
Community Water	3,795.79	6,000.00	6,799.09
Contribution To Amenities	12,760.00	12,760.00	11,020.00
Debt Collection	0.00	0.00	671.00
Fire Equipment Service	600.91	600.00	557.77
Grounds & Gardens	879.35	0.00	0.00
Garden Materials	898.00	1,000.00	732.74
Insurance	26,701.00	26,701.00	24,783.00
Pest Control	2,291.00	5,500.00	5,778.50
Disbursements	1,951.92	1,952.00	1,874.14
R & M - General	0.00	4,000.00	0.00
R & M - Building	8.30	0.00	683.39
R & M - Electrical	419.00	0.00	1,385.77
R & M - Fire Equipment	0.00	0.00	235.32
R & M - Irrigation	0.00	0.00	3,280.00
R & M - Plumbing	2,221.12	0.00	1,375.00
Signage	0.00	0.00	90.00
Stratamax Facility	519.10	519.10	494.45
Strata Pay Facility	11.60	0.00	13.10
Telephone	0.00	0.00	51.50
Gst On Expenses	(10,157.51)	(11,200.57)	(9,647.86)

EMERALD SPRINGS II CTS 25544

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JULY 2024 TO 30 JUNE 2025

	ACTUAL	BUDGET	ACTUAL
	01/07/24-30/06/25	01/07/24-30/06/25	01/07/23-30/06/24
<u>TOTAL ADMIN. EXPENDITURE</u>	114,913.99	118,125.53	119,880.07
<u>SURPLUS / DEFICIT</u>	<u>\$ 7,446.88</u>	<u>\$ 3,411.75</u>	<u>\$ (4,618.16)</u>
Opening Admin. Balance	(3,346.03)	(3,346.03)	1,272.13
<u>ADMINISTRATIVE FUND BALANCE</u>	<u>\$ 4,100.85</u>	<u>\$ 65.72</u>	<u>\$ (3,346.03)</u>

EMERALD SPRINGS II CTS 25544

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JULY 2024 TO 30 JUNE 2025

	ACTUAL	BUDGET	ACTUAL
	01/07/24-30/06/25	01/07/24-30/06/25	01/07/23-30/06/24
<u>SINKING FUND</u>			
<u>INCOME</u>			
Levies - Sinking Fund	63,396.90	63,395.00	61,480.00
Special Sinking Fund Levy	32,001.50	32,000.00	0.00
Interest Received	6,987.74	5,000.00	5,656.94
Gst On Income	(8,672.57)	(8,672.27)	(5,589.08)
<u>TOTAL SINKING FUND INCOME</u>	93,713.57	91,722.73	61,547.86
<u>EXPENDITURE - SINKING FUND</u>			
Building	675.00	0.00	0.00
Doors	0.00	6,000.00	0.00
Gardens	4,642.00	1,000.00	7,923.07
Guttering & Downpipes	6,160.00	20,000.00	6,135.00
Income Tax	797.20	900.00	859.80
Payg/Instalment Tax	2,030.00	0.00	566.37
Income Tax Return	264.00	300.00	256.30
Painting	2,200.00	0.00	0.00
Pest Control	2,564.89	0.00	36,179.00
Plumbing	31,581.00	32,000.00	1,689.00
Roof	5,500.00	50,000.00	0.00
Reports	862.00	800.00	650.00
Gst On Expenses	(4,888.53)	(10,009.10)	(4,333.40)
<u>TOTAL SINK. FUND EXPENDITURE</u>	52,387.56	100,990.90	49,925.14
<u>SURPLUS / DEFICIT</u>	<u>\$ 41,326.01</u>	<u>\$ (9,268.17)</u>	<u>\$ 11,622.72</u>
Opening Sinking Fund Balance	244,705.08	244,705.08	233,082.36
<u>SINKING FUND BALANCE</u>	<u>\$ 286,031.09</u>	<u>\$ 235,436.91</u>	<u>\$ 244,705.08</u>

EMERALD SPRINGS II CTS 25544

ACCOUNTS SUMMARY

1 July 2024 to 30 June 2025

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
122	Administrative Fund	BANK CHARGES	
03/07/24	StrataPay BPay Fees		0.55
31/07/24	Service Charge Fee		4.40
31/07/24	DEFT Process Fee		7.20
05/08/24	StrataPay BPay Fees		0.55
30/08/24	Service Charge Fee		2.80
30/08/24	DEFT Process Fee		6.60
30/09/24	DEFT Process Fee		1.20
30/09/24	Service Charge Fee		3.60
03/10/24	StrataPay BPay Fees		0.55
31/10/24	Service Charge Fee		4.00
31/10/24	DEFT Process Fee		9.00
29/11/24	DEFT Process Fee		3.60
29/11/24	Service Charge Fee		4.00
04/12/24	StrataPay BPay Fees		1.10
31/12/24	DEFT Process Fee		1.20
31/12/24	Service Charge Fee		2.80
31/01/25	Service Charge Fee		4.00
31/01/25	DEFT Process Fee		7.80
05/02/25	StrataPay BPay Fees		0.55
28/02/25	Service Charge Fee		3.00
28/02/25	DEFT Process Fee		6.00
05/03/25	StrataPay BPay Fees		0.55
31/03/25	DEFT Process Fee		1.80
31/03/25	Service Charge Fee		3.40
30/04/25	Service Charge Fee		3.80
30/05/25	Service Charge Fee		4.20
04/06/25	StrataPay BPay Fees		1.10
	Total:		89.35
125	Administrative Fund	BODY CORPORATE ADMINISTRATION	
04/07/24	Body Corporate Admin	Sunstate Strata Pty Ltd	448.66
02/08/24	Body Corporate Admin	Sunstate Strata Pty Ltd	448.66
02/09/24	Body Corporate Admin	Sunstate Strata Pty Ltd	448.66
02/10/24	Body Corporate Admin	Sunstate Strata Pty Ltd	448.66
04/11/24	Body Corporate Admin	Sunstate Strata Pty Ltd	448.66
03/12/24	Body Corporate Admin	Sunstate Strata Pty Ltd	448.66
01/01/25	Body Corporate Admin	Sunstate Strata Pty Ltd	448.66
04/02/25	Body Corporate Admin	Sunstate Strata Pty Ltd	448.66
03/03/25	Body Corporate Admin	Sunstate Strata Pty Ltd	448.66
02/04/25	Body Corporate Admin	Sunstate Strata Pty Ltd	448.66
02/05/25	Body Corporate Admin	Sunstate Strata Pty Ltd	448.66
03/06/25	Body Corporate Admin	Sunstate Strata Pty Ltd	448.66
	Total:		5,383.92

EMERALD SPRINGS II CTS 25544

ACCOUNTS SUMMARY

1 July 2024 to 30 June 2025

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
12521	Administrative Fund	BUSINESS ACTIVITY STATEMENTS	
04/07/24	Business Act. Stmt	Sunstate Strata Pty Ltd	327.81
02/10/24	Business Act. Stmt	Sunstate Strata Pty Ltd	327.81
01/01/25	Business Act. Stmt	Sunstate Strata Pty Ltd	327.81
02/04/25	Business Act. Stmt	Sunstate Strata Pty Ltd	327.81
	Total:		1,311.24
126	Administrative Fund	CARETAKER	
03/07/24	Prepayment 2024-25		5,260.72
31/07/24	Ltd Caretaking Salar		5,439.58
30/08/24	MAWI Solutions Pty L		5,439.58
30/09/24	MAWI Solutions Pty L		5,439.58
31/10/24	MAWI Solutions Pty L		5,439.58
29/11/24	MAWI Solutions Pty L		5,439.58
31/12/24	MAWI Solutions Pty L		5,439.58
31/01/25	MAWI Solutions Pty L		5,439.58
28/02/25	MAWI Solutions Pty L		5,439.58
31/03/25	MAWI Solutions Pty L		5,439.58
30/04/25	MAWI Solutions Pty L		5,439.58
30/05/25	MAWI Solutions Pty L		5,439.58
30/06/25	MAWI Solutions Pty L		5,439.58
30/06/25	MAWI Solutions	Mawi Solutions	-5,439.58
	Total:		65,096.10
130	Administrative Fund	COMMUNITY ELECTRICITY	
30/07/24	AGL SALES PTY LT		133.80
	Total:		133.80
1302	Administrative Fund	COMMUNITY WATER	
03/07/24	EMERALD SPRINGS FAA/		-87.10
21/08/24	11/05/24-02/08/24	Unity Water	1,895.59
04/10/24	UNITY WATER COMM A/C		-96.78
07/11/24	07/11/24-06/02/25	Unity Water	862.66
14/11/24	03/08/24-06/11/24	Unity Water	1,318.84
21/01/25	EMERALD SPRINGS FAA/		-212.92
07/02/25	07/02/25-14/05/25	Unity Water	401.00
14/05/25	070525 A/C ID 00		-285.50
	Total:		3,795.79
132	Administrative Fund	CONTRIBUTION TO AMENITIES	
24/10/24	Contribution To Amen	Emerald Springs Facilities	12,760.00
	Total:		12,760.00
141	Administrative Fund	FIRE EQUIPMENT SERVICE	
12/11/24	6 Mnthly Fire Hydran	Firepak	288.62

EMERALD SPRINGS II CTS 25544

ACCOUNTS SUMMARY

1 July 2024 to 30 June 2025

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
141	Administrative Fund	FIRE EQUIPMENT SERVICE	
02/05/25	Routine Maintenance	Fcf Fire & Electrical	312.29
	Total:		600.91
143	Administrative Fund	GROUND & GARDENS	
26/09/24	Irrigation garden st	Mawi Solutions Pty Ltd	10.44
13/12/24	SCRC Greenwaste	Mawi Solutions Pty Ltd	73.00
13/12/24	Bunnings stencil	Mawi Solutions Pty Ltd	76.66
27/01/25	Inspect trees	Treesafe Australia Pty Ltd	522.50
13/03/25	SCRC Greenwaste	Mawi Solutions Pty Ltd	73.00
13/03/25	Garden Globes	Mawi Solutions Pty Ltd	90.75
15/04/25	SCRS Green Waste	Mawi Solutions Pty Ltd	33.00
	Total:		879.35
1431	Administrative Fund	GARDEN MATERIALS	
20/08/24	Turf Repairs	Capital Synthetic Turf	605.00
19/09/24	Garden Materials	Mawi Solutions Pty Ltd	293.00
	Total:		898.00
146	Administrative Fund	INSURANCE	
11/07/24	Insurance Renewal	Direct Insurance Brokers Pty L	24,566.29
11/07/24	Stamp Duty	Direct Insurance Brokers Pty L	2,134.71
	Total:		26,701.00
161	Administrative Fund	PEST CONTROL	
19/09/24	Pest Control	Wade Pest Control	2,212.00
02/11/24	Pest Control	Wade Pest Control	79.00
	Total:		2,291.00
165	Administrative Fund	DISBURSEMENTS	
04/07/24	PPS/Disbursements	Sunstate Strata Pty Ltd	162.66
02/08/24	PPS/Disbursements	Sunstate Strata Pty Ltd	162.66
02/09/24	PPS/Disbursements	Sunstate Strata Pty Ltd	162.66
02/10/24	PPS/Disbursements	Sunstate Strata Pty Ltd	162.66
04/11/24	PPS/Disbursements	Sunstate Strata Pty Ltd	162.66
03/12/24	PPS/Disbursements	Sunstate Strata Pty Ltd	162.66
01/01/25	PPS/Disbursements	Sunstate Strata Pty Ltd	162.66
04/02/25	PPS/Disbursements	Sunstate Strata Pty Ltd	162.66
03/03/25	PPS/Disbursements	Sunstate Strata Pty Ltd	162.66
02/04/25	PPS/Disbursements	Sunstate Strata Pty Ltd	162.66
02/05/25	PPS/Disbursements	Sunstate Strata Pty Ltd	162.66
03/06/25	PPS/Disbursements	Sunstate Strata Pty Ltd	162.66
	Total:		1,951.92

EMERALD SPRINGS II CTS 25544

ACCOUNTS SUMMARY

1 July 2024 to 30 June 2025

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
1670	Administrative Fund	R & M - BUILDING	
15/04/25	Bunnings Screws	Mawi Solutions Pty Ltd	8.30
	Total:		8.30
1671	Administrative Fund	R & M - ELECTRICAL	
22/11/24	Repl transformer&glo	Zehn Electrical Services	320.00
06/05/25	Ballard light repair	Zehn Electrical Services	99.00
	Total:		419.00
1677	Administrative Fund	R & M - PLUMBING	
13/02/25	U42 Clear gutter	Expert Plumbing & Solutions	176.00
06/03/25	Leak Detection	Leak Detection & Repairs	440.00
18/03/25	Inspect S/Water drai	Drains Kleen	374.00
24/03/25	Inspect S/Water drai	Drains Kleen	748.00
23/05/25	U47 Roof Inspection	Expert Plumbing & Solutions	247.50
27/05/25	U42 Clear gutter	Ian Robert Gibbs And Julie Gib	-176.00
09/06/25	Repl Irrigation timr	Aqua-Power	411.62
	Total:		2,221.12
16920	Administrative Fund	STRATAMAX FACILITY	
24/01/25	STRATAMAX		519.10
	Total:		519.10
16922	Administrative Fund	STRATA PAY FACILITY	
26/07/24	StrataPay Trans Fee		1.50
30/07/24	StrataPay Trans Fee		1.40
28/10/24	StrataPay Trans Fee		1.50
30/10/24	StrataPay Trans Fee		1.40
24/01/25	StrataPay Trans Fee		1.50
29/01/25	StrataPay Trans Fee		1.40
24/04/25	StrataPay Trans Fee		1.50
29/04/25	StrataPay Trans Fee		1.40
	Total:		11.60
227	Sinking Fund	BUILDING	
16/04/25	50% Dep Repl gate	Outlaw Contracting	675.00
	Total:		675.00
250	Sinking Fund	GARDENS	
12/05/25	Tree removal	Treesafe Australia Pty Ltd	3,795.00
26/05/25	Tree Removal	Treesafe Australia Pty Ltd	847.00
	Total:		4,642.00
252	Sinking Fund	GUTTERING & DOWNPIPES	
14/11/24	Gutter Cleaning	Just Gutters Sunshine Coast	3,080.00

EMERALD SPRINGS II CTS 25544

ACCOUNTS SUMMARY

1 July 2024 to 30 June 2025

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
252	Sinking Fund	GUTTERING & DOWNPIPES	
27/05/25	Gutter Cleaning	Just Gutters Sunshine Coast	3,080.00
	Total:		6,160.00
255	Sinking Fund	INCOME TAX	
11/11/24	Income Tax	Australian Tax Office	797.20
	Total:		797.20
2550	Sinking Fund	PAYG/INSTALMENT TAX	
01/07/24	Instalment Tax		297.81
31/07/24	Instalment Tax		96.47
30/08/24	Instalment Tax		96.47
30/09/24	Instalment Tax		93.36
30/09/24	Instalment Tax		-0.11
31/10/24	Instalment Tax		96.47
29/11/24	Instalment Tax		95.11
30/12/24	Instalment Tax		308.37
31/12/24	Instalment Tax		98.28
31/12/24	Instalment Tax		1.77
31/01/25	Instalment Tax		98.28
28/02/25	Instalment Tax		88.61
31/03/25	Instalment Tax		93.20
31/03/25	Instalment Tax		-1.09
30/04/25	Instalment Tax		90.19
30/05/25	Instalment Tax		90.74
30/06/25	Instalment Tax		81.99
30/06/25	Instalment Tax		305.08
30/06/25	Instalment Tax		-1.00
	Total:		2,030.00
25500	Sinking Fund	INCOME TAX RETURN	
17/09/24	Income Tax Return	Thomas Business Accountants	165.00
18/10/24	Preparation - Tax Rt	Sunstate Strata Pty Ltd	99.00
	Total:		264.00
258	Sinking Fund	PAINTING	
30/05/25	OnSite Colout consul	Colour Cru	2,200.00
	Total:		2,200.00
2590	Sinking Fund	PEST CONTROL	
16/04/25	Termite Inspection	Trusted Pest Management	2,564.89
	Total:		2,564.89
261	Sinking Fund	PLUMBING	
23/09/24	Sub-Meter Equipment	Expert Plumbing & Solutions	15,790.50

EMERALD SPRINGS II CTS 25544

ACCOUNTS SUMMARY

1 July 2024 to 30 June 2025

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
261	Sinking Fund	PLUMBING	
06/11/24	Sub-Meter Equipment	Expert Plumbing & Solutions	15,790.50
	Total:		31,581.00
264	Sinking Fund	ROOF	
29/08/24	U67 Roof Works	Michael Solowski	5,500.00
	Total:		5,500.00
2641	Sinking Fund	REPORTS	
18/12/24	Sinking Fund Budget	Whittaker & Associates	862.00
	Total:		862.00

NEW COMMUNITY MANAGEMENT STATEMENT

Page 1 of 11

THIS STATEMENT MUST BE LODGED

25544

CMS LABEL NUMBER

This statement incorporates and must include the following:

Schedule A - Schedule of lot entitlements
 Schedule B - Explanation of development of scheme land
 Schedule C - By-laws
 Schedule D - Any other details
 Schedule E - Allocation of exclusive use areas

1. Name of community titles scheme:
 Emerald Springs II community titles scheme 25544

2. Regulation module:
 Accommodation

3. Name of body corporate:
 Body Corporate for Emerald Springs II community titles scheme 25544

4. Scheme land	Description of Lot	County	Parish	Title Reference
	REFER TO SCHEDULE			

5. Name and address of original owner #:
 Not Applicable

6. Reference to plan lodged with this statement:
 SP 115720

first community management statement only

7. Local Government community management statement notation

Not applicable pursuant to Section 54(4) of the Body Corporate and Community Management Act 1997

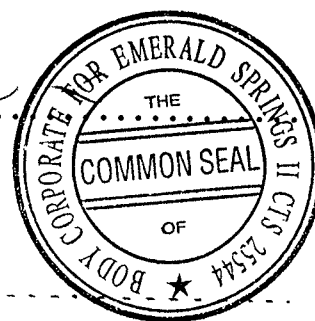
8. Execution by ~~original owner~~ Consent of body corporate

Execution Date

*Execution

1/11/99

[Signature]
 CHAIRPERSON
[Signature]
 Andrew Gittle
 TREASURER



50219 685

Title Reference **59210585**

4. Scheme land				
Description of Lot	County	Parish	Title Reference	
Lot 39 on SP 103374	Canning	Mooloolah	50219586	
Lot 40 on SP 103374	Canning	Mooloolah	50219587	
Lot 41 on SP 103374	Canning	Mooloolah	50219588	
Lot 42 on SP 103374	Canning	Mooloolah	50219589	
Lot 43 on SP 103374	Canning	Mooloolah	50219590	
Lot 44 on SP 103374	Canning	Mooloolah	50219591	
Lot 45 on SP 103374	Canning	Mooloolah	50219592	
Lot 46 on SP 103374	Canning	Mooloolah	50219593	
Lot 47 on SP 103375	Canning	Mooloolah	50250838	
Lot 48 on SP 103375	Canning	Mooloolah	50250839	
Lot 49 on SP 103375	Canning	Mooloolah	50250840	
Lot 50 on SP 103375	Canning	Mooloolah	50250841	
Lot 51 on SP 103375	Canning	Mooloolah	50250842	
Lot 52 on SP 103375	Canning	Mooloolah	50250843	
Lot 53 on SP 103375	Canning	Mooloolah	50250844	
Lot 54 on SP 103375	Canning	Mooloolah	50250845	
Lot 55 on SP 103377	Canning	Mooloolah	50275151	
Lot 56 on SP 103377	Canning	Mooloolah	50275152	
Lot 57 on SP 103377	Canning	Mooloolah	50275153	
Lot 58 on SP 103377	Canning	Mooloolah	50265154	
Lot 59 on SP 103377	Canning	Mooloolah	50275155	
Lot 60 on SP 103377	Canning	Mooloolah	50275156	
Lot 61 on SP 115720	Canning	Mooloolah		
Lot 62 on SP 115720	Canning	Mooloolah		
Lot 63 on SP 115720	Canning	Mooloolah		
Lot 64 on SP 103376	Canning	Mooloolah	50260600	
Lot 65 on SP 103376	Canning	Mooloolah	50260601	
Lot 66 on SP 103376	Canning	Mooloolah	50260602	
Lot 67 on SP 103376	Canning	Mooloolah	50260603	
Common Property of Emerald Springs II Community Title Scheme 25544	Canning	Mooloolah	50219585	

50219685
Title Reference 59210585

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 39 on SP 103374	10	7
Lot 40 on SP 103374	10	7
Lot 41 on SP 103374	10	7
Lot 42 on SP 103374	10	7
Lot 43 on SP 103374	10	7
Lot 44 on SP 103374	10	7
Lot 45 on SP 103374	10	7
Lot 46 on SP 103374	10	7
Lot 47 on SP 103375	10	7
Lot 48 on SP 103375	10	7
Lot 49 on SP 103375	10	7
Lot 50 on SP 103375	10	7
Lot 51 on SP 103375	10	7
Lot 52 on SP 103375	10	7
Lot 53 on SP 103375	10	7
Lot 54 on SP 103375	10	7
Lot 55 on SP 103377	10	8
Lot 56 on SP 103377	10	8
Lot 57 on SP 103377	10	8
Lot 58 on SP 103377	10	8
Lot 59 on SP 103377	10	8
Lot 60 on SP 103377	10	8
Lot 61 on SP 115720	10	9
Lot 62 on SP 115720	10	9
Lot 63 on SP 115720	10	9
Lot 64 on SP 103376	10	11
Lot 65 on SP 103376	10	11
Lot 66 on SP 103376	10	11
Lot 67 on SP 103376	10	11
TOTALS	290	231

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Not Applicable

SCHEDULE C BY-LAWS
1. Interpretation

- 1.1 Headings throughout these By-Laws are for guidance only and are not to be used as an aid in the interpretation of these By-Laws.
- 1.2 Plurals shall include the singular and singular the plural. References to either gender shall include a reference to the other gender.
- 1.3 Throughout these By-Laws, the following terms shall, where the context so admits, have the means herein ascribed to them.

Title Reference 50219585

- 1.3.1 "Act" means the Body Corporate and Community Management Act 1997;
- 1.3.2 "Body Corporate" means the Body Corporate for the Community Titles Scheme ("CTS");
- 1.3.3 "Common Property" means the common property as defined by the Act;
- 1.3.4 "Committee" means the Committee of the Body Corporate appointed pursuant to the Act;
- 1.3.5 "Committee's Representative" means a member of the Committee appointed from time to time for the purpose of representing the Committee;
- 1.3.6 "Complex" means all of the lots and common property in the Emerald Springs II Community Titles Scheme;
- 1.3.7 "Heavy Vehicle" includes a motor vehicle in excess of two (2) tonnes weight;
- 1.3.8 "Lot" means a lot in the Plan and includes a townhouse constructed on the Lot;
- 1.3.9 "Motor Vehicles" includes motor bikes but does not include motor vehicles in excess of two tonnes weight, caravans, campervans or mobile homes;
- 1.3.10 "Original Owner" has the meaning assigned to it in the Act;
- 1.3.11 "Plan" means the Plan or Plans registered in respect of the Scheme Land;
- 1.3.12 "Secretary" means the Secretary of the Body Corporate appointed pursuant to the Act;
- 1.3.13 "Town House" means a dwelling constructed or to be constructed on a Lot and includes the garage and courtyard on the Lot.

2. Use of Lot

- 2.1 Each Lot shall be used for residential purposes only.
- 2.2 An Owner or occupier without the Committee's prior written consent shall not permit its use for any purpose that may cause a nuisance or hazard or for any illegal or immoral purpose.
- 2.3 Subject to By-Law 17 the garages situated on each Lot shall be used for parking of Motor Vehicles only.

3. General Appearance of Lots

- 3.1 An owner or occupier without the Body Corporate's prior written consent shall not:-
 - 3.1.1 permit any structural alterations be made to any Townhouse;
 - 3.1.2 permit any alterations to any gas, water or electrical installations or services to the Lot;
 - 3.1.3 install any air conditioning system;
 - 3.1.4 alter the external appearance of the Lot;
 - 3.1.5 alter the garden or landscaping on the Lot or the nature strip adjacent to the Lot;
 - 3.1.6 erect or alter any fence on the Lot;

Title Reference 50219585

3.1.7 install or construct on the Lot any structure or item that can be viewed from outside the Lot.

3.2 An owner or occupier of a Lot shall not:-

3.2.1 permit any towel, bedding, clothing or any item of washing to be hung outside the townhouse where it is visible from outside the Lot;

3.2.2 display any sign, advertisement, placard, banner, pamphlet or like item on any part of the Lot so that it is visible from outside the Lot.

4. Maintenance of Lots and Townhouses

4.1 A owner or occupier of a Lot shall:-

4.1.1 be responsible for the proper maintenance of his Lot and minor repairs including touch up painting to external surfaces;

4.1.2 ensure that his Lot is so kept and maintained as not to be offensive in appearance;

4.1.3 not permit the accumulation of excess rubbish or otherwise;

4.1.4 repair any improvement constructed or installed on the Lot (including where necessary, renewal or replacement of the whole or part thereof) on external surfaces;

4.1.5 shall not use materials and external finishes other than of the same colour and type as those comprised in such improvements without the prior written consent of the Committee;

4.1.6 maintain the interior of his Townhouse in a clean condition;

4.1.7 take all practical steps to prevent infestation by vermin and/or insects;

4.1.8 maintain in good condition and repair and keep clean any part of the Common Property which the Owner has the exclusive use of;

4.1.9 keep lawns and gardens free of noxious weeds preventing them spreading to other Lots;

4.1.10 prevent the excessive growth of grass and other vegetation making his Lot unsightly.

4.1.11 not to vary the external appearance of the Lot without the prior written consent of the Committee.

4.2 For the purposes of this By-Law "improvements" shall include walls, windows, garage roller doors, doors, fly screens, gates, walkways, paths, driveways, yard, lawn, landscaping, gardens, plants, irrigation, and drainage facilities within a Lot.

5. Water Apparatus

5.1 An owner or occupier of a Lot shall:-

5.1.1 see that all water taps on the Lot are properly turned off after use;

5.1.2 only use water closets, sinks, pipes or drains and other water apparatus for the purposes of which they were constructed;

5.1.3 not deposit any sweepings, rubbish or unsuitable substances in water closets, sinks, pipes or drains.

Title Reference 50219585

- 5.2 Any costs or expenses resulting from any damage or blockage to any water closet, sink, pipe or drain from misuse or neglect shall be paid by the owner of the relevant Lot.

6. Auction Sales

An owner or occupier of a Lot shall not permit on the Lot any auction or sale of chattels without the prior written approval of the Committee.

7. Storage of Flammable Liquids, etc

- 7.1 A owner or occupier of a Lot shall not, except with the consent in writing of the Body Corporate, use or store upon his Lot or upon the Common Property any flammable chemical, liquid or gas or other flammable material other than:-

7.1.1 chemicals, liquids, gases or other material used or intended to be used for domestic purposes;

7.1.2 any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

- 7.2 The owner or occupier of a Lot shall not in any way cause or increase the risk of fire or explosion of the Lot.

8. Windows

- 8.1 The windows of a Townhouse shall be:-

8.1.1 kept clean;

8.1.2 promptly replace with fresh glass of the same kind colour and weight as at present if broken or cracked.

9. Window Covers

- 9.1 An owner or occupier shall not without the prior written consent of the Body Corporate:-

9.1.1 install curtains, drapes, shutters and blinds on the interior of a Townhouse and window covers without such items having a white backing;

9.1.2 cover windows with aluminium foil or similar reflective material or tint the windows;

9.1.3 affix shutters, awnings or other window covers externally to any building on the Lot.

10. Keeping of Animals

- 10.1 An owner or occupier of a Lot shall be entitled to keep animals on his Lot but if the Committee gives written notice to such owner or occupier that such animals or any of them are causing nuisance to any other persons, the owner or occupier shall forthwith remove the animals specified in the notice from the relevant Lot.

- 10.2 This By-Law is subject to Section 143 of the Act. For the purpose of this By-Law "animal" means dogs, cats, fish and bird.

11. Antennae

- 11.1 Not without the prior written consent of the Committee permit a television, radio or other antenna or device be:-

11.1.1 erected to any external building surface within the Lot;

Title Reference 50219585

11.1.2 install within the Townhouse so that it is visible from outside the Lot.

12. **Security of Townhouses**

12.1 All doors (including garage doors) and windows to any Townhouse shall be locked on all occasions when the Townhouse is left unoccupied;

12.2 The Committee reserve the right to enter and lock the same if left unlocked.

13. **Nuisance**

13.1 An owner or occupier of a Lot shall not permit upon the Lot:-

13.1.1 any noxious or offensive trade or activity;

13.1.2 anything which will become an annoyance or a nuisance to the neighbourhood;

13.1.3 anything that would likely interfere with the peaceful enjoyment of owners or occupiers of other Lots or Common Property;

13.1.4 any loud noises from any source within the Lot to be heard externally to the Lot in a manner to interrupt the peaceful enjoyment of the owners or occupiers of other Lots;

13.1.5 the use of any electrical or other device which would interfere with telephone, television or radio reception located on other Lots;

13.1.6 the use of musical instruments, wirelenses, stereos and other such devices in a manner which would cause unreasonable annoyance to other Lot owners or occupiers.

13.2 An owner and occupier of a Lot shall ensure that their guests who leave after 11.00pm leave quietly.

13.3 An owner and occupier take all reasonable steps to minimise all avoidable noise emanating from his Lot likely to cause a nuisance to owners and occupiers of other lots.

14. **Garbage Disposal**

14.1 An owner or occupier of a Lot shall:-

14.1.1 ensure that any garbage bin maintained on the Lot is in a clean condition so that it is not visible from outside the Lot;

14.1.2 comply with all local authority By-Laws and ordinances relating to the disposal of garbage;

14.1.3 ensure that the health, hygiene and comfort of the owner or occupier of any other Lot is not adversely affected by his disposal of garbage.

15. **Damage to Common Property**

15.1 An owner or occupier of a Lot shall not:-

15.1.1 damage the Common Property; or

15.1.2 except with the prior written consent of the Body Corporate, use for his own purposes as a garden any portion of the Common Property without the consent of the Committee.

Title Reference 50219585

16. **Committee to be notified of accidents etc.**

An owner or occupier of a Lot shall give to the Committee prompt notice of any accident to or defect in any water pipes, gas pipes, electric installation or fixtures on part of the Common Property which comes to his knowledge.

17. **Caravans and Vehicles**

17.1 An owner or occupier of a Lot shall not:-

17.1.1 permit any caravan, campervan, mobile home, boat or trailer:-

17.1.1.1 to be parked upon the Common Property; or

17.1.1.2 upon his Lot unless the same is housed in garage and is not visible from any part of the Common Property;

17.1.2 permit any occupation of caravan, campervan or mobile home upon his Lot;

17.1.3 drive or permit to be driven any Heavy Vehicle into or over the Common Property other than such Heavy Vehicles necessary to complete the construction or improvements on a Lot or pursuant to any statute and/or local authority ordinances.

17.2 An owner or occupier of a Lot shall not park or stand any Motor Vehicle except within the garage or driveway of his Lot.

18. **Inspection of Townhouses**

18.1 Upon one day's notice in writing the Committee and its servants, agents and contractors shall be permitted to:-

18.1.1 inspect any Lot including the interior of any Townhouse;

18.1.2 test any electrical, gas or water installation or equipment thereon;

18.1.3 trace and repair any leakage or defect in the said installation or equipment;

18.1.4 carry out works required or permitted by the By-Laws or the Act.

18.2 If not so permitted they may effect an entry without liability for any damage occasioned to the Lot or any structure thereon in effecting the entry.

18.3 The Committee, in exercising this power, shall ensure that its servants, agents and employees cause as little inconvenience to such owner or occupier as is reasonable in the circumstances.

19. **Repairs by the Body Corporate**

Where the Body Corporate expends money to make good the damage caused by a breach of the Act or of these By-Laws by an owner or occupier of a Lot or their tenants, guests, servants, employees, agents or children, invitees and licensees the Committee shall be entitled to recover the amount so expended as a debt in an action in any court from the owner of the Lot at the time when the breach occurred.

20. **Costs**

20.1 An owner shall pay on demand:-

Title Reference 50219585

- 20.1.1 the whole of the Body Corporate's costs and expenses (including solicitors and own client costs) incurred in recovering levies or moneys duly levied upon that owner's Lot pursuant to the By-Laws or the Act such amount deemed to be a liquidated debt which is due;
- 20.1.2 such costs as may have been ordered to be paid by the owner to the Body Corporate by any Court Tribunal or body with authority to order the payment of costs.

21. **Discount**

- 21.1 The Body Corporate may grant a discount of 20% if payment is received by the Body Corporate on or before the date fixed for payment of a contribution or instalment of a contribution.

22. **Contractors**

An owner or occupier of a Lot shall not directly instruct any contractors or workmen employed by the Committee unless so authorised in writing.

23. **Notification of Infectious Diseases**

- 23.1 An owner or occupier of a Lot shall give notification of the outbreak of any infectious disease on the Lot where notice is required by statute.
- 23.2 The owner or occupier of the Lot shall be responsible for any expenses in disinfecting the Lot.

24. **Use of Common Property and Display of Lots**

- 24.1 The original owner may use all reasonable efforts to sell lots in the Scheme Land including:-
 - 24.1.1 erecting signs on Common Property;
 - 24.1.2 having display lots.
- 24.2 The original owner may use the Common Property as reasonably required for the purposes of access, storage of materials, and other requirements reasonably necessary for the purpose of constructing townhouses and other buildings on the Scheme Land.
- 24.3 The rights contained in this By-Law may be exercised by the original owner and its contractors, servants, agents and other persons authorised by the original owner with or without equipment and Heavy Vehicles.

25. **By-Laws Notices**

- 25.1 A copy of these By-Laws and the By-Laws for the use of the Swimming Pool and Tennis Court Facilities (or a precis thereof approved by the Committee) shall be exhibited in a prominent place in any Townhouse made available for letting.
- 25.2 An owner or occupier shall take reasonable steps to ensure that their invitees observe these By-Laws.
- 25.3 An owner or occupier of a Lot shall observe the terms of any notice displayed on any part of the Common Property by authority of the Committee or of any statutory authority.

26. **Speed Limits**

- 26.1 An owner or occupier of a Lot shall:-

Title Reference 50219585

- 26.1.1 not exceed the speed limit nominated by the Committee from time to time (the "Speed Limit") and obey road signs while driving any vehicle or motor bike on the Common Property;
- 26.1.2 use his best endeavours to ensure that this invitees do not exceed the Speed Limit and obey the road signs.

27. Duties of the Body Corporate

- 27.1 The Body Corporate shall ensure that the overall appearance of the parcel shall remain uniform.
- 27.2 It shall be the Body Corporate's responsibility to repaint the external surfaces of all buildings on lots which require repainting.
- 27.3 Any works carried out by the owner or the Body Corporate pursuant to this By-Law shall be carried out by competent and qualified tradesmen.

28. Insurance

- 28.1 The Body Corporate shall effect insurance referred to in Regulation 128 of the Accommodation Regulation Module of the Act (ie to insure and keep insured all buildings and all improvements on the Common Property and the Lots);
- 28.2 The Policy shall cover the re-building and/or repair of the buildings due to damage and destruction by fire, storm, tempest, explosion or any other occurrence usually provided for in such insurance cover to the reinstatement or replacement value.
- 28.3 At the written request of the Body Corporate an owner shall supply the Body Corporate with all information relevant to the Body Corporate effecting renewing or updating the insurance policies.
- 28.4 An Owner will not bring to, do or keep anything on his Lot which shall increase the premium payable for or render void or voidable any such insurance
- 28.5 The Body Corporate is not obliged to insure owner's fixtures including all electrical equipment, carpet, drapes and improvements within an owner's Lot or any chattels. of any owner normally kept within his Lot the responsibility for taking out such insurance and public risk insurance shall rest with the owner.

29. Security of Common Areas

- 29.1 The Body Corporate may take all reasonable steps to ensure the security of the parcel and Body Corporate personal property and the observance of these By-Laws and without limiting the generality of the foregoing may:-
 - 29.1.1 close off any part of the Common Property not required for ingress or egress to a Lot or car parking space on either a temporary permanent basis;
 - 29.1.2 restrict the access to or use by owners or occupiers of any such part of the Common Property;
 - 29.1.3 permit any designated part of the Common property to be used by an security person, firm or company (to the exclusion of owners and occupiers generally) as a means of monitoring the security and general safety of the parcel;
 - 29.1.3 obtain, install and maintain locks, alarms communication systems and other security devices.

Title Reference 50219585

30. **Security Keys**

- 30.1 If the Committee of the Body Corporate in the exercise of any of its powers under these By-Laws restrict the access of owners or occupiers to any part of the Common Property by means of any lock or similar security device it may make such a number of keys or operating systems as it determines available to owners and may at its discretion make additional numbers thereof available to proprietors upon payment of such reasonable charge thereof as may be determined from time to time by the Body Corporate;
- 30.2 An owner of a Lot to whom any key or operating system is given pursuant to these By-Laws shall exercise a high degree of caution and responsibility in making the same available for use by any owner of a Lot and shall take reasonable precautions (which shall include an appropriate covenant in any lease or licence of a Lot to such occupier) to ensure return thereof to the owner of the Body Corporate upon the occupier ceasing to be an occupier.
- 30.3 An owner of a Lot into whose possession any key or operating system referred to in these By-Laws has come shall not without the prior approval in writing of the Body Corporate duplicate the same or cause or permit the same to be duplicated and shall take all reasonable precautions to ensure that the same is not lost or handed to any other person other than another owner or occupier and is not disposed of otherwise than by returning it to the Body Corporate.
- 30.4 An owner or occupier of a Lot who is issued with a key or operating systems referred to in these By-Laws shall immediately notify the Body Corporate if the same is lost or misplaced.
- 30.5 Any consent or approval given by the Body Corporate pursuant to these By-Laws shall, if practicable, be revocable upon notice to the owner or occupier for the time being having the benefit of such consent or approval.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
--

Nil

SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY

Nil



31 July 2025

S & J Woolcott
Unit 62 "Emerald Springs II"
1 Poinsettia Court
Mooloolaba QLD 4557

NOTICE TO ALL LOT OWNERS EMERALD SPRINGS II CTS 25544

Dear Lot Owner,

Please find attached the Notice of Annual General Meeting for your Body Corporate.

ATTENDANCE AT MEETING - A quorum for the meeting requires at least two voters to be personally present and a minimum of 25% of lots represented, otherwise the meeting must be adjourned. If you are unable to attend, it is recommended that you complete and return the Voting Paper or appoint a Proxy to attend on your behalf.

PROXY FORM - If you are unable to attend the meeting and wish to appoint someone as your proxy to attend the meeting and vote on your behalf, please note the following;

- If appointing an executive Committee member as your proxy, please use their real name i.e. do not insert 'Chairperson' as this will be invalid;
- You are unable to give your proxy to your Strata Manager or an Associate of your Strata Manager;
- The maximum number of proxies a person can hold is:
 - Standard and Accommodation Module (20+ Lots in scheme) = 5% of Lots in scheme
 - Standard and Accommodation Module (2-19 Lots in scheme) = 1
 - Commercial Module = No limit applies
- A vote by Proxy must not be exercised for electing or appointing a member of the Committee (Not applicable to schemes registered under the Commercial Module).

COMPANY NOMINEE FORM - If your lot is a Corporate (company) owned lot, then the Company Nominee form must be completed and returned to this office if one has not previously been forwarded.

IF NOT ATTENDING THE MEETING - PLEASE VOTE VIA VOTEMAX OR COMPLETE AND RETURN THE VOTING PAPER AND/OR PROXY FORM TO SUNSTATE STRATA WITHOUT DELAY.

NOTICE OF ANNUAL GENERAL MEETING

EMERALD SPRINGS II CTS 25544

MEETING DATE & TIME Thursday 18 September 2025 at 1:00 PM

LOCATION 1 Poinsettia Ct, Mooloolaba QLD 4557
Onsite - Pool Area

NOTICE ISSUED Thursday 31 July 2025

The agenda lists the items of business and motions to be considered at the meeting.
The full text of each motion is set out in the accompanying voting paper.
The explanatory schedule may contain an explanatory note for a motion.

AGENDA

ATTENDANCE RECORD AND APOLOGIES

ADMITTANCE OF PROXIES AND VOTING PAPERS

SUBSTANCE OF MOTIONS:

1. Confirmation Of Minutes
2. Statement Of Accounts
3. Auditing Of Accounts
4. Appointment Of Auditor
5. Administrative Fund Budget & Income Levy
6. Insurance Income Levy
7. Sinking Fund Budget & Income Levy
8. Confirmation Of Insurance
9. Body Corporate Administration
10. Acknowledge Change Of Name Of Caretaker/ Letting Agent Company - Ordinary Resolution Without The Use Of Proxies
11. Election Of Committee

CLOSE OF MEETING

ONLINE VOTING

OPEN DATE & TIME Thursday 31 July 2025 at 1:00 PM

CLOSE DATE & TIME Thursday 18 September 2025 at 11:00 AM

Electronic voting will be conducted via the VoteMax system and in accordance with the instructions contained on the voting paper and the VoteMax system. You may access VoteMax through your StrataMax online portal at the following web address <http://www.stratamax.com.au/votemax>. To submit your electronic votes please follow the instructions on the VoteMax system and ensure that you declare your votes on the final page.

VOTING PAPER

Annual General Meeting for EMERALD SPRINGS II CTS 25544

MEETING DATE & TIME Thursday 18 September 2025 at 1:00 PM

To vote on these motions using this voting paper tick Yes, No or Abstain under each motion you wish to vote on. You may vote for as few or as many motions as you wish. It is not necessary to vote on all motions.

After signing the bottom of each page, please forward it to the below address so that it is received before Thursday 18 September 2025.

The Secretary,
C/- Sunstate Strata Pty Ltd
PO Box 9195
Pacific Paradise QLD 4564
Email: admin@sunstatestrata.com.au

1. CONFIRMATION OF MINUTES

Statutory Motion

Ordinary Resolution

Submitted by Committee

That the minutes of the previous General Meeting of the Body Corporate held on the 10 September 2024 previously distributed to lot owners at the time be confirmed as a true and correct record of the meeting.

Explanatory notes exist for this motion. Refer to the Explanatory Schedule for further information.

Yes ☐

No ☐

Abstain ☐

2. STATEMENT OF ACCOUNTS

Statutory Motion

Ordinary Resolution

Submitted by Committee

That the Statement of Accounts showing a closing balance of \$4,100.85 in the Administrative Fund and a closing balance of \$286,031.09 in the Sinking Fund for the financial year ending 30 June 2025 be approved.

Refer attached financial statements.

Explanatory notes exist for this motion. Refer to the Explanatory Schedule for further information.

Yes ☐

No ☐

Abstain ☐

Name/s of voter/s

Signature/s of voter/s:

Lot No/s:

Date:

3. AUDITING OF ACCOUNTS

Statutory Motion

Special Resolution

Submitted by Committee

That the Body Corporate Statement of Accounts for financial year commencing 1 July 2025 and ending 30 June 2026 not be audited.

If you do not want the accounts to be audited vote YES.

If you do want the accounts to be audited vote NO.

Explanatory notes exist for this motion. Refer to the Explanatory Schedule for further information.

Yes ☐

No ☐

Abstain ☐

4. APPOINTMENT OF AUDITOR

Statutory Motion

Ordinary Resolution

Submitted by Committee

That the Body Corporate Statement of Accounts for the financial year commencing 1 July 2025 and ending 30 June 2026 be audited by Property Audit Solutions.

Explanatory notes exist for this motion. Refer to the Explanatory Schedule for further information.

Yes ☐

No ☐

Abstain ☐

Name/s of voter/s _____

Signature/s of voter/s: _____ Lot No/s: _____ Date: _____

5. ADMINISTRATIVE FUND BUDGET & INCOME LEVY

Statutory Motion

Ordinary Resolution

Submitted by Committee

That the Administrative Fund Budget and Income Levy of \$109,000.00 (Gross) for the financial year ending 30 June 2026 be approved and adopted, and that the Notice of Contributions be issued to lot owners in accordance with the below schedule:

Levy Period	Cost Per Contribution Schedule Lot Entitlement	Due Date
01/07/25 to 30/09/25	\$95.00	1 August 2025 (Issued)
01/10/25 to 31/12/25	\$93.62	1 November 2025
01/01/26 to 31/03/26	\$93.62	1 February 2026
01/04/26 to 30/06/26	\$93.61	1 May 2026

And further, that the Treasurer be authorised to issue levy notices for the first levy period of the next financial year as follows:

01/07/26 to 30/09/26	\$96.78	1 August 2026
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Explanatory notes exist for this motion. Refer to the Explanatory Schedule for further information.

Yes ☐

No ☐

Abstain ☐

Name/s of voter/s _____

Signature/s of voter/s: _____ Lot No/s: _____ Date: _____

6. INSURANCE INCOME LEVY
Statutory Motion

Ordinary Resolution
Submitted by Committee

That the Insurance Income Levy of \$28,869.00 (Gross) for the financial year ending 30 June 2026 be approved and adopted, and that the Notice of Contributions be issued to lot owners in accordance with the below schedule:

Levy Period	Cost Per Interest Schedule Lot Entitlement	Due Date
01/07/25 to 30/09/25	\$31.78	1 August 2025 (Issued)
01/10/25 to 31/12/25	\$31.06	1 November 2025
01/01/26 to 31/03/26	\$31.07	1 February 2026
01/04/26 to 30/06/26	\$31.07	1 May 2026

And further, that the Treasurer be authorised to issue the levy notices for the first levy period of the next financial year as follows:

01/07/26 to 30/09/26	\$34.36	1 August 2026
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Explanatory notes exist for this motion. Refer to the Explanatory Schedule for further information.

Yes ☐ No ☐ Abstain ☐

Name/s of voter/s _____

Signature/s of voter/s: _____ Lot No/s: _____ Date: _____

7. SINKING FUND BUDGET & INCOME LEVY
Statutory Motion

Ordinary Resolution
Submitted by Committee

That the Sinking Fund Budget and Income Levy of \$65,300.00 (Gross) for the financial year ending 30 June 2026 be approved and adopted, and that the Notice of Contributions be issued to lot owners in accordance with the below schedule;

Levy Period	Cost Per Contribution Schedule Lot Entitlement	Due Date
01/07/25 to 30/09/25	\$56.30	1 August 2025 (Issued)
01/10/25 to 31/12/25	\$56.29	1 November 2025
01/01/26 to 31/03/26	\$56.29	1 February 2026
01/04/26 to 30/06/26	\$56.30	1 May 2026

And further, that the Treasurer be authorised to issue the levy notice for the first levy period of the next financial year as follows;

01/07/26 to 30/09/26	\$57.98	1 August 2026
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N.B. The current Sinking Fund Forecast Report commences on the financial year start date of 1 December 2024.

Explanatory notes exist for this motion. Refer to the Explanatory Schedule for further information.

Yes ☐ No ☐ Abstain ☐

Name/s of voter/s _____

Signature/s of voter/s: _____ Lot No/s: _____ Date: _____

8. CONFIRMATION OF INSURANCE

Statutory Motion

Ordinary Resolution

Submitted by Committee

That the insurance policy held by the Body Corporate, as set out below, be confirmed:

Insurer	Strata Community Insurance
Policy Number	QRSC20003563
Expiry Date	12 July 2026
Building	\$18,072,899.00
Legal Liability	\$20,000,000.00
Voluntary Workers	\$200,000/\$2,000
Fidelity Guarantee	\$100,000.00
Office Bearers Liability	\$2,000,000.00
Premium Paid	\$28,868.38
Commission Disclosed	\$4,674.11
Excess	\$2,000 Standard Excess (Inc Earthquake)
Other Excess	\$1k Legal defence & 10% contribution

The most recent Insurance Building Report was obtained 1 July 2023 and at the time the recommended Insured Value was \$17,212,285.00.

Explanatory notes exist for this motion. Refer to the Explanatory Schedule for further information.

Yes ☐No ☐Abstain ☐

9. BODY CORPORATE ADMINISTRATION

No Proxies

Ordinary Resolution

Submitted by Committee

That Sunstate Strata Pty Ltd be reappointed as the Body Corporate Manager for EMERALD SPRINGS II CTS 25544 for a term of three (3) years, at a cost of \$5,383.92 GST inclusive plus disbursements for the first year, commencing on the 18 September 2025 subject to the terms and conditions of the Administrative Agreement that is circulated to lot owners with this motion.

For the passing of this resolution, no votes are exercised by proxy.
Refer attached Administration Agreement.

Explanatory notes exist for this motion. Refer to the Explanatory Schedule for further information.

Yes ☐No ☐Abstain ☐

Name/s of voter/s _____

Signature/s of voter/s: _____ Lot No/s: _____ Date: _____

**10. ACKNOWLEDGE CHANGE OF NAME OF CARETAKER/
LETTING AGENT COMPANY - ORDINARY RESOLUTION
WITHOUT THE USE OF PROXIES**

Ordinary Resolution
Submitted by Committee

For the purposes of the Caretaking and Letting Agreements both dated 15 July 2013, the Body Corporate acknowledges the Caretaker/ Letting Agent of the Scheme MAWI Solutions Pty Ltd ACN 663 112 623 has changed its company name from "MAWI Solutions Pty Ltd" to "VOLI Solutions Pty Ltd" in accordance with the attached ASIC Certificate of Registration on Change of Name and enter into and sign (in any way authorised by law) the Deed of Acknowledgement which is in substantially the same form as that attached to this agenda.

Explanatory notes exist for this motion. Refer to the Explanatory Schedule for further information.

Yes ☐

No ☐

Abstain ☐

Name/s of voter/s _____

Signature/s of voter/s: _____ Lot No/s: _____ Date: _____

ELECTION OF COMMITTEE

Open Ballot for

EMERALD SPRINGS II CTS 25544

MEETING DATE & TIME Thursday 18 September 2025 at 1:00 PM

A ballot for the committee is only required if there are multiple candidates for a particular position.

A proxy cannot be used for the election of committee.

CHAIRPERSON

Nominee Name	Status	Nomination By Details	Payment Conditions
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Nominations to be taken from the floor

SECRETARY

Nominee Name	Status	Nomination By Details	Payment Conditions
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Nominations to be taken from the floor

TREASURER

Nominee Name	Status	Nomination By Details	Payment Conditions
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Nominations to be taken from the floor

ORDINARY COMMITTEE MEMBERS

Nominee Name	Status	Nomination By Details	Payment Conditions
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Debra Wright	Owner	(Self nominated)	Nil	Elected Unopposed
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Name/s of voter/s: _____

Signature/s of voter/s: _____ Lot No/s: _____ Date: _____

IMPORTANT NOTE

A committee must have at least 3 members.

The maximum number of committee members for schemes with 7 or more lots is 7. If there are less than 7 lots, the maximum is the same as the number of lots.

This is called the 'required number of committee members'.

The committee will usually include a chairperson, secretary and treasurer (known as the executive positions). A person may hold one, all or any 2 executive positions.

The Election of Committee members must be conducted as the last item of business at the General Meeting.

Depending on a previous decision of the body corporate, Committee Members may be elected by OPEN or SECRET BALLOT VOTING when more than the required number of nominees are received for the committee positions available. If this occurs a ballot will be necessary and the person who receives the highest number of votes is declared elected.

A Proxy cannot be used for the election of office bearers.

If you are unable to attend the Annual General Meeting and wish to nominate yourself for a position on the committee, you may do so in writing via this office.

Name/s of voter/s _____

Signature/s of voter/s: _____ Lot No/s: _____ Date: _____

EXPLANATORY SCHEDULE ANNUAL GENERAL MEETING for EMERALD SPRINGS II CTS 25544

MEETING DATE & TIME Thursday 18 September 2025 at 1:00 PM

1. CONFIRMATION OF MINUTES

Submitted by Committee

The General Meeting held on the 10 September 2024 was the last General Meeting to be held by the Body Corporate. Confirmation of minutes is a formal declaration of the facts recorded in the minutes, e.g. that a particular motion was carried or defeated. It is not the ratification of any decisions made. No such ratification is necessary.

2. STATEMENT OF ACCOUNTS

Submitted by Committee

Please note that any queries regarding these accounts should be referred to the Body Corporate Committee Treasurer or the Body Corporate Manager prior to the meeting. The accounts for the financial year ending 30 June 2025 have not been audited.

3. AUDITING OF ACCOUNTS

Submitted by Committee

This motion is in a form specifically required by the Body Corporate and Community Management Regulations. If this motion is defeated, the Body Corporate's financials must be audited in accordance with the legislation.

4. APPOINTMENT OF AUDITOR

Submitted by Committee

If motion 3 is defeated and the Body Corporate resolves to carry out an audit, this motion is required to appoint a suitably qualified auditor to audit the accounts of the Body Corporate. If motion is resolved, this motion will not be required.

5. ADMINISTRATIVE FUND BUDGET & INCOME LEVY

Submitted by Committee

The approved budget will determine the gross levies for the Body Corporate, and each Lot owner will be levied based on their respective Lot Entitlements as set out in the Community Management Statement. The proposed Administrative Fund Income Levy may be increased or decreased by not more than 10% if approved by a majority of voters present and entitled to vote on the adjustment. However, the amount of the proposed budgets can only be adjusted if (1) motion to approve spending is stated in the agenda for the meeting and the budget does not adequately provide for the proposed expenditure or (2) the spending is provided for the proposed budget but the expenditure is not approved at the meeting. Levies for the period 01/07/25 to 30/09/25 were set at the last AGM as an interim levy. The remaining levies for the financial year ending 30 June 2026 are based upon the approved Administrative Fund Income Levy less the interim levy.

Note: The Committee is required to issue an interim levy for the period as the AGM to set the budget for the Administrative Fund for the next year will not have been held.

6. INSURANCE INCOME LEVY

Submitted by Committee

The approved budget will determine the gross levies for Body Corporate, and each Lot owner will be levied based on their respective Interest Entitlements as set out in the Community Management Statement. Levies for the period 01/07/25 to 30/09/25 were set at the last Annual General Meeting as an interim levy. The remaining levies for financial year ending 30 June 2026 are based upon the approved Administrative Fund Income Levy less the interim levy.

Note: The Committee is required to issue an interim levy for the period 01/07/26 to 30/09/26 as the Annual General Meeting to set the budget for the Administrative Fund for the next year will not have been held.

7. SINKING FUND BUDGET & INCOME LEVY

Submitted by Committee

The approved budget will determine the gross levies for Body Corporate, and each Lot owner will be levied based on their respective Lot Entitlements as set out in the Community Management Statement. The Body Corporate must provide, by way of a Sinking Fund, for anticipated spending of capital or non-recurrent nature (including periodic renewal or replacement of major items of a capital nature and other spending that should be reasonably met from capital). The proposed Sinking Fund Income Levy may be increased or decreased by not more than 10% if approved by a majority of voters present and entitled to vote on the adjustment.

However, the amount of the proposed budgets can only be adjusted if (1) a motion to approve spending is stated in the agenda for the meeting and the budget does not adequately provide for the proposed expenditure or (2) the spending is provided for in the proposed budget but the expenditure is not approved at the meeting. Levies for the period 01/07/25 to 30/09/25 were set at the last Annual General Meeting as an interim levy. The remaining levies for the financial year ending 30 June 2026 are based upon the approved Sinking Fund Income Levy less the interim levy.

Note: The Committee is required to issue an interim levy for the period 01/07/26 to 30/09/26 as the Annual General Meeting to set the budget for the Sinking Fund for the next year will not have been held.

8. CONFIRMATION OF INSURANCE

Submitted by Committee

The insurance policy details and excess limits are included in the insurance schedule. In the event of a claim being made for a particular lot, the lot owner may be responsible for the payment of the excess amount.

Owners please note:

1. Vandalism and malicious damage to common property must be reported to the Body

- Corporate Committee. Insurance claims for these acts may be made by the Body Corporate Committee against the Body Corporate Insurance policy.
2. Lot owners are reminded that Body Corporate Insurance does not cover contents, public liability within lots, internal carpet or private air conditioners whether they are located on the owner's lot or common property. It is recommended lot owners hold appropriate cover.
 3. The Product Disclosure Statement for the Body Corporate Insurance Policy is available in electronic format upon request to the Secretary or Treasurer of the Body Corporate Committee.

9. BODY CORPORATE ADMINISTRATION

Submitted by Committee

The Body Corporate Manager is engaged by the Body Corporate (as an independent contractor) to supply administrative services to the Body Corporate as authorised by the Management Agreement. The Body Corporate authorises the Manager to carry out the powers of the executive and ordinary members of the Committee of the Body Corporate to the full extent permitted by the Act. However, the Manager must only use these authorised powers when the Manager determines that the power is of a routine, administrative nature or there are circumstances that dictate the manager must use the authorised power. The Authorisation of powers for the Manager does not make the Manager responsible for performing the functions that the Body Corporate or the Committee are required to perform under the Act, nor does the authorisation relieve the Body Corporate or the Committee of responsibility for these functions.

**10. ACKNOWLEDGE CHANGE OF NAME OF CARETAKER/ LETTING
AGENT COMPANY - ORDINARY RESOLUTION WITHOUT THE USE
OF PROXIES**

Submitted by Committee

Explanatory Note

Amy McNamara (director of your Caretaker) has changed the name of the caretaker company from "MAWI Solutions Pty Ltd" to "VOLI Solutions Pty Ltd". The caretaker is still the same entity and the ACN of the company remains unchanged. It is simply a change of name which will not effect the performance of the caretaking duties by the caretaker.

Amy asks that the body corporate acknowledge the change of name and enter into the Deed of Acknowledgement to support her ongoing management of the complex.

EMERALD SPRINGS II CTS 25544

BALANCE SHEET

AS AT 30 JUNE 2025

	ACTUAL 30/06/2025	ACTUAL 30/06/2024
<u>OWNERS FUNDS</u>		
Administrative Fund	4,100.85	(3,346.03)
Sinking Fund	286,031.09	244,705.08
<u>TOTAL</u>	<u>\$ 290,131.94</u>	<u>\$ 241,359.05</u>
<u>REPRESENTED BY</u>	<u>(290,131.94)</u>	<u>(241,359.05)</u>
<u>CURRENT ASSETS</u>		
Cash At Bank - 291343580	112,610.30	50,173.46
At Call Account - 265272914	136,467.19	136,467.19
Term Dep-268825627 4% 29/12	45,000.00	45,000.00
Prepayments	5,439.58	5,260.72
Levies In Arrears	1.28	3,308.20
Other Arrears	0.06	165.61
<u>TOTAL ASSETS</u>	<u>299,518.41</u>	<u>240,375.18</u>
<u>LIABILITIES</u>		
Gst Clearing Account	2,554.80	(808.31)
Instalment Clearing Account	566.38	(1,673.62)
Levies In Advance	6,265.29	1,498.06
<u>TOTAL LIABILITIES</u>	<u>9,386.47</u>	<u>(983.87)</u>
<u>NET ASSETS</u>	<u>\$ 290,131.94</u>	<u>\$ 241,359.05</u>

EMERALD SPRINGS II CTS 25544

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JULY 2024 TO 30 JUNE 2025

	ACTUAL	BUDGET	ACTUAL
	01/07/24-30/06/25	01/07/24-30/06/25	01/07/23-30/06/24
<u>ADMINISTRATIVE FUND</u>			
<u>INCOME</u>			
Levies - Administrative Fund	106,992.58	106,990.00	100,920.00
Levies - Building Insurance	26,701.29	26,701.00	24,788.61
<u>OTHER INCOME</u>			
Insurance Claims Received	605.00	0.00	0.00
Interest On Overdue Levies	237.58	0.00	628.51
Debt Collection	0.00	0.00	451.00
Gst On Income	(12,175.58)	(12,153.72)	(11,526.21)
<u>TOTAL ADMIN. FUND INCOME</u>	122,360.87	121,537.28	115,261.91
<u>EXPENDITURE - ADMIN. FUND</u>			
Bank Charges	89.35	120.00	105.65
Body Corporate Administration	5,383.92	5,384.00	5,189.87
Business Activity Statements	1,311.24	1,312.00	1,263.81
Caretaker	65,096.10	62,878.00	62,627.62
Community Electricity	133.80	600.00	516.21
Community Water	3,795.79	6,000.00	6,799.09
Contribution To Amenities	12,760.00	12,760.00	11,020.00
Debt Collection	0.00	0.00	671.00
Fire Equipment Service	600.91	600.00	557.77
Grounds & Gardens	879.35	0.00	0.00
Garden Materials	898.00	1,000.00	732.74
Insurance	26,701.00	26,701.00	24,783.00
Pest Control	2,291.00	5,500.00	5,778.50
Disbursements	1,951.92	1,952.00	1,874.14
R & M - General	0.00	4,000.00	0.00
R & M - Building	8.30	0.00	683.39
R & M - Electrical	419.00	0.00	1,385.77
R & M - Fire Equipment	0.00	0.00	235.32
R & M - Irrigation	0.00	0.00	3,280.00
R & M - Plumbing	2,221.12	0.00	1,375.00
Signage	0.00	0.00	90.00
Stratamax Facility	519.10	519.10	494.45
Strata Pay Facility	11.60	0.00	13.10
Telephone	0.00	0.00	51.50
Gst On Expenses	(10,157.51)	(11,200.57)	(9,647.86)

EMERALD SPRINGS II CTS 25544

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JULY 2024 TO 30 JUNE 2025

	ACTUAL	BUDGET	ACTUAL
	01/07/24-30/06/25	01/07/24-30/06/25	01/07/23-30/06/24
<u>TOTAL ADMIN. EXPENDITURE</u>	114,913.99	118,125.53	119,880.07
<u>SURPLUS / DEFICIT</u>	<u>\$ 7,446.88</u>	<u>\$ 3,411.75</u>	<u>\$ (4,618.16)</u>
Opening Admin. Balance	(3,346.03)	(3,346.03)	1,272.13
<u>ADMINISTRATIVE FUND BALANCE</u>	<u>\$ 4,100.85</u>	<u>\$ 65.72</u>	<u>\$ (3,346.03)</u>

EMERALD SPRINGS II CTS 25544

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JULY 2024 TO 30 JUNE 2025

	ACTUAL	BUDGET	ACTUAL
	01/07/24-30/06/25	01/07/24-30/06/25	01/07/23-30/06/24
<u>SINKING FUND</u>			
<u>INCOME</u>			
Levies - Sinking Fund	63,396.90	63,395.00	61,480.00
Special Sinking Fund Levy	32,001.50	32,000.00	0.00
Interest Received	6,987.74	5,000.00	5,656.94
Gst On Income	(8,672.57)	(8,672.27)	(5,589.08)
<u>TOTAL SINKING FUND INCOME</u>	93,713.57	91,722.73	61,547.86
<u>EXPENDITURE - SINKING FUND</u>			
Building	675.00	0.00	0.00
Doors	0.00	6,000.00	0.00
Gardens	4,642.00	1,000.00	7,923.07
Guttering & Downpipes	6,160.00	20,000.00	6,135.00
Income Tax	797.20	900.00	859.80
Payg/Instalment Tax	2,030.00	0.00	566.37
Income Tax Return	264.00	300.00	256.30
Painting	2,200.00	0.00	0.00
Pest Control	2,564.89	0.00	36,179.00
Plumbing	31,581.00	32,000.00	1,689.00
Roof	5,500.00	50,000.00	0.00
Reports	862.00	800.00	650.00
Gst On Expenses	(4,888.53)	(10,009.10)	(4,333.40)
<u>TOTAL SINK. FUND EXPENDITURE</u>	52,387.56	100,990.90	49,925.14
<u>SURPLUS / DEFICIT</u>	<u>\$ 41,326.01</u>	<u>\$ (9,268.17)</u>	<u>\$ 11,622.72</u>
Opening Sinking Fund Balance	244,705.08	244,705.08	233,082.36
<u>SINKING FUND BALANCE</u>	<u>\$ 286,031.09</u>	<u>\$ 235,436.91</u>	<u>\$ 244,705.08</u>

EMERALD SPRINGS II CTS 25544

ANNUAL BUDGET

	ACTUAL 01/07/24-30/06/25	BUDGET 01/07/24-30/06/25	BUDGET 01/07/25-30/06/26
<u>ADMINISTRATIVE FUND</u>			
<u>INCOME</u>			
Levies - Administrative Fund	106,992.58	106,990.00	109,000.00
Levies - Building Insurance	26,701.29	26,701.00	28,869.00
<u>OTHER INCOME</u>			
Insurance Claims Received	605.00	0.00	0.00
Interest On Overdue Levies	237.58	0.00	0.00
Gst On Income	(12,175.58)	(12,153.72)	(12,533.55)
<u>TOTAL ADMIN. FUND INCOME</u>	122,360.87	121,537.28	125,335.45
<u>EXPENDITURE - ADMIN. FUND</u>			
Bank Charges	89.35	120.00	110.00
Body Corporate Administration	5,383.92	5,384.00	5,385.00
Business Activity Statements	1,311.24	1,312.00	1,312.00
Caretaker	65,096.10	62,878.00	66,854.00
Community Electricity	133.80	600.00	500.00
Community Water	3,795.79	6,000.00	4,000.00
Contribution To Amenities	12,760.00	12,760.00	13,050.00
Fire Equipment Service	600.91	600.00	650.00
Grounds & Gardens	879.35	0.00	1,000.00
Garden Materials	898.00	1,000.00	0.00
Insurance	26,701.00	26,701.00	28,869.00
Myboss Subscription	0.00	0.00	766.00
Pest Control	2,291.00	5,500.00	5,050.00
Disbursements	1,951.92	1,952.00	2,030.00
R & M - General	0.00	4,000.00	0.00
R & M - Building	8.30	0.00	1,000.00
R & M - Electrical	419.00	0.00	500.00
R & M - Fire Equipment	0.00	0.00	500.00
R & M - Gutters	0.00	0.00	6,160.00
R & M - Irrigation	0.00	0.00	500.00
R & M - Plumbing	2,221.12	0.00	2,500.00
Stratamax Facility	519.10	519.10	535.05
Strata Pay Facility	11.60	0.00	0.00
Gst On Expenses	(10,157.51)	(11,200.57)	(12,469.22)
<u>TOTAL ADMIN. EXPENDITURE</u>	114,913.99	118,125.53	128,801.83

EMERALD SPRINGS II CTS 25544

ANNUAL BUDGET

	ACTUAL	BUDGET	BUDGET
	01/07/24-30/06/25	01/07/24-30/06/25	01/07/25-30/06/26
<u>SURPLUS / DEFICIT</u>	<u>\$ 7,446.88</u>	<u>\$ 3,411.75</u>	<u>\$ (3,466.38)</u>
Opening Admin. Balance	(3,346.03)	(3,346.03)	4,100.85
<u>ADMINISTRATIVE FUND BALANCE</u>	<u>\$ 4,100.85</u>	<u>\$ 65.72</u>	<u>\$ 634.47</u>

EMERALD SPRINGS II CTS 25544

ANNUAL BUDGET

	ACTUAL 01/07/24-30/06/25	BUDGET 01/07/24-30/06/25	BUDGET 01/07/25-30/06/26
<u>SINKING FUND</u>			
<u>INCOME</u>			
Levies - Sinking Fund	63,396.90	63,395.00	65,300.00
Special Sinking Fund Levy	32,001.50	32,000.00	0.00
Interest Received	6,987.74	5,000.00	0.00
Gst On Income	(8,672.57)	(8,672.27)	(5,936.36)
<u>TOTAL SINKING FUND INCOME</u>	93,713.57	91,722.73	59,363.64
<u>EXPENDITURE - SINKING FUND</u>			
Building	675.00	0.00	10,000.00
Doors	0.00	6,000.00	0.00
Gardens	4,642.00	1,000.00	0.00
Guttering & Downpipes	6,160.00	20,000.00	0.00
Income Tax	797.20	900.00	0.00
Payg/Instalment Tax	2,030.00	0.00	1,000.00
Income Tax Return	264.00	300.00	300.00
Painting	2,200.00	0.00	5,000.00
Pest Control	2,564.89	0.00	0.00
Plumbing	31,581.00	32,000.00	0.00
Roof	5,500.00	50,000.00	130,000.00
Reports	862.00	800.00	0.00
Gst On Expenses	(4,888.53)	(10,009.10)	(13,209.09)
<u>TOTAL SINK. FUND EXPENDITURE</u>	52,387.56	100,990.90	133,090.91
<u>SURPLUS / DEFICIT</u>	\$ 41,326.01	\$ (9,268.17)	\$ (73,727.27)
Opening Sinking Fund Balance	244,705.08	244,705.08	286,031.09
<u>SINKING FUND BALANCE</u>	\$ 286,031.09	\$ 235,436.91	\$ 212,303.82



CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	QRSC20003563
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording SCI034-Policy-RS-PPW-02/2021 Supplementary Product Disclosure Statement SCIA-036_SPDS_RSC-10/2021
THE INSURED SITUATION	Body Corporate for Emerald Springs II Community Title Scheme 25544 1 Poinsettia Court, Mooloolaba, QLD, 4557
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 12/07/2025 Expiry Date: 4:00pm on 12/07/2026
INTERMEDIARY	Direct Insurance Brokers Pty Ltd
ADDRESS	38 Brookes Street, Bowen Hills, QLD, 4006
DATE OF ISSUE	02/07/2025

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$18,072,899
		Common Area Contents	Not Included
		2. Terrorism Cover under Section 1 Part A2	Applies
	PART B	Loss of Rent/Temporary Accommodation	\$2,710,935
	OPTIONAL COVERS	1. Flood	Not Included
		2. Floating Floors	Not Included
SECTION 2	Liability		\$20,000,000
SECTION 3	Voluntary Workers		Included
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		\$2,000,000
SECTION 7	Machinery Breakdown		Not Included
SECTION 8	Catastrophe		\$5,421,870
SECTION 9	PART A	Government Audit Costs – Professional Fees	\$25,000
	PART B	Appeal Expenses	\$100,000
	PART C	Legal Defence Expenses	\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		\$300,000
SECTION 11	Loss of Lot Market Value		Not Included

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder.

This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.



ADMINISTRATION AGREEMENT FOR THE ENGAGEMENT OF A BODY CORPORATE MANAGER

MADE BETWEEN

SUNSTATE STRATA PTY LTD
ABN 16 071 897 900
PO Box 9195, Pacific Paradise
QLD 4564

and

BODY CORPORATE FOR
EMERALD SPRINGS II
CTS 25544

Hereinafter called The Body Corporate

Hereinafter called The Manager

THE PARTIES AGREE

1. INTRODUCTION

- (a) This agreement is written to comply with the Body Corporate and Community Management Act 1997. (The Act)
- (b) All words defined in Part 4 of Chapter 1 and Schedule 6 of the Act, where the context permits, have the same meaning in this agreement.
- (c) The Body Corporate acknowledges having received a copy of this agreement before entering into the agreement.
- (d) The Body Corporate at the Annual General Meeting will elect a Body Corporate Committee (hereinafter called The Committee)

2. WHAT IS THIS AGREEMENT?

- (a) This agreement is an engagement of the Manager as the Body Corporate Manager for the Body Corporate.
- (b) The Manager is engaged by the Body Corporate (as an independent contractor) to supply administrative services to the Body Corporate as authorised by this agreement.

3. WHAT IS THE TERM OF THIS ENGAGEMENT?

- (a) The term of the engagement is for a period of three years, commencing on the 18/09/2025 and ending on the 18/09/2028.
- (b) If this agreement ends and the parties do not enter a new agreement, then The Manager must continue to provide the services on the same terms and cost basis as set out in this agreement until either party gives the other 30 days' notice in writing to end this arrangement.

4. WHAT ARE THE FUNCTIONS OF THE MANAGER UNDER THIS AGREEMENT?

- (a) The Manager must supply the Agreed Services to the Body Corporate as set out in the First Schedule.
- (b) The Manager may supply Additional Services to the Body Corporate if applicable as set out in the Second Schedule and the Third Schedule.
- (d) The Manager has the authority to sign and issue notices on behalf of the Secretary of the Body Corporate and Bylaw Contravention Notices on behalf of the Body Corporate.

5. WHAT ARE THE AUTHORISED POWERS OF THE MANAGER?

- (a) The Body Corporate authorises the Manager to carry out the powers of the executive and ordinary members of the Committee of the Body Corporate to the full extent permitted by the Act.
- (b) However, the Manager must only use these authorised powers when the Manager determines that the power is of a routine, administrative nature or there are circumstances that dictate the Manager must use the authorised power.
- (c) To avoid doubt, the authorisation of powers for the Manager does not make the Manager responsible for performing the functions that the Body Corporate or The Committee are required to perform under the Act, nor does the authorisation relieve the Body Corporate or The Committee of responsibility for these functions.

6. HOW DOES THE BODY CORPORATE COMMUNICATE WITH THE MANAGER?

- (a) The Committee must nominate a person as a representative to communicate with the Manager on behalf of the Body Corporate. If however the Committee does not nominate a representative, the Chairperson is taken to be nominated to communicate with and give instructions to the Manager on behalf of the Body Corporate.
- (a) The Manager is entitled to treat any communication from the Body Corporate's representative as having been made with due authority and as a decision or communication of the Body Corporate.
- (b) When communicating with the Manager (or their staff) all members of the Body Corporate (or their representatives) must behave in a polite, respectful, reasonable and lawful manner. In particular, such representatives must not engage in behavior that a reasonable person would regard as discrimination, harassment or bullying.

7. HOW IS THE MANAGER TO BE PAID?

- (a) The Body Corporate must pay the Manager monthly in advance the Fee for Agreed Services and Disbursements as set out in the Second Schedule. The fee for Agreed Services and Disbursements increases at the end of each year by 3% or CPI whichever is the greater.
- (b) The Body Corporate must pay the Manager monthly in arrears for Disbursements, if applicable, as set out in the Second Schedule.
- (c) The Body Corporate must pay the Manager monthly in arrears fees for Additional Services, if applicable, as set out in items 1, 2 & 3 of the Second and the Third Schedule.
- (c) The Body Corporate agrees that fees and charges payable to The Manager for Additional Services and Disbursements (if applicable) may be reviewed by The Manager from time to time, following commencement of this Agreement and that the Body Corporate must pay for Additional Services and Disbursements in accordance with the revised rates.
- (e) The Manager is entitled to keep fees received for:
 - The supply of information about the Body Corporate that the Manager must provide. (e.g. Information Certificates under section 206 of the Act).
 - Services provided to Lawyers or Search Agents searching records on behalf of their clients.
 - Services supplied at the request of lot owners, such as information to enable a lot owner to prepare a Disclosure Statement under section 206 of the Act.
 - Insurance commissions (if received) as disclosed within section 8 of this Agreement.
- (f) In the event of any change to the Insurance Management Fee (commission) during the term of this Agreement, an extra fee will be payable by the Body Corporate to the Manager to reinstate the fee received by the Manager to an amount equivalent to the insurance management fee.
- (g) In the event that an Insurance Management Fee is not included within the first year when the body corporate is transferred from another strata management company, the body corporate pays Sunstate Strata the equivalent of the previous year's insurance management fee.

8. WHAT RELATIONSHIPS DOES THE MANAGER HAVE WITH PROVIDERS OF GOODS AND SERVICES TO THE BODY CORPORATE?

- (a) With the exception of 8(b) hereunder, the Manager has no relationships or arrangements with providers of goods and services to the Body Corporate (e.g. repairs & maintenance contractors and the like) nor does the manager receive commissions from any providers of goods and services to the Body Corporate.
- (b) The Manager discloses that it does have an association with various insurance companies, brokers or underwriting agencies that are providers of insurance services, and that the Manager is entitled to receive commissions if provided from any insurance company, broker or underwriter.

9. WHO IS LIABLE IF A CLAIM IS MADE AGAINST THE BODY CORPORATE?

- (a) The Manager will pay for loss or damage to the Body Corporate caused by the Manager.
- (b) However, for anything undertaken by the Manager in performing the Agreed Services or the Additional Services or in executing the authorised powers in accordance with this engagement:
 - the Manager will not pay for loss or damage to the Body Corporate; and
 - the Body Corporate will indemnify, and hold indemnified the Manager against any claim.
- (c) To avoid doubt, the Manager will not be liable to the Body Corporate for any loss or damage suffered because the Body Corporate does not have sufficient funds to allow the Manager to carry out its functions under this engagement.
- (d) The Manager assumes no liability for inspecting the common property, maintenance of the common property or for injury to persons or property resulting from incidents on the common property.

(e) Access to Records and Completion of BCCM Form 33 & Disclosure Statements:
Sunstate Strata will facilitate access to the Body Corporate's records in accordance with the requirements of the *Body Corporate and Community Management Act 1997 (BCCM Act)*. This includes assisting with the completion of statutory forms such as the BCCM Form 33 (Information Request) and preparation of Disclosure Statements under Sections 205 and 206 of the BCCM Act.

Where requested, Sunstate Strata will provide relevant information and documentation held on behalf of the Body Corporate to support these requests.

Disclaimer – Record Availability and Accuracy

Sunstate Strata will make all reasonable efforts to ensure that records provided are accurate, complete, and up to date. However, the availability and accuracy of records may be affected by circumstances beyond our control, including, but not limited to:

- Incomplete or missing historical records
- Delays in receiving documents from third parties (e.g. contractors, insurers, or previous managers)
- Statutory retention limits or legislative exemptions

Accordingly, Sunstate Strata does not warrant the completeness of all records at any given time and accepts no liability for any reliance placed on records that are unavailable or incomplete. We recommend that parties seeking disclosure conduct appropriate due diligence and seek independent legal or professional advice where necessary.

10. HOW MAY THIS ENGAGEMENT BE TRANSFERRED?

- (a) The Manager may transfer this engagement to another Manager with the approval of the Body Corporate. The approval may be given by the Body Corporate Committee and shall not be unreasonably withheld.
- (b) The Body Corporate's approval of any transfer of the Manager's interest in this engagement must be in accordance with the transfer provisions of the Body Corporate Act and Regulation Module that is applicable to the Body Corporate.
- (c) If transferred, all obligations and rights under this engagement are transferred to the new manager who will be bound by this engagement in its entirety.

11. HOW MAY THIS ENGAGEMENT BE TERMINATED?

- (a) This engagement terminates when it ends.
- (b) The Body Corporate may terminate this engagement in the circumstances, and in the manner described in the Body Corporate Act, and Regulation Module that is applicable to the Body Corporate.
- (c) The Manager or the Body Corporate may terminate this agreement at any time by giving 30 days written notice.

12. GOODS & SERVICES TAX (GST)

- (a) This agreement is based upon the current 10% level of GST. The Manager reserves the right to increase the Schedules of Fees and Disbursements contained within this agreement by whatever GST percentage may be set by government at any future time.

13. MEMBERSHIPS / INSURANCE HELD

Memberships	<ul style="list-style-type: none">▪ Strata Community Australia (QLD)▪ Tax Practitioners Board▪ Justice of the Peace Association▪ Australian Bookkeeping Association
Insurances Held	<ul style="list-style-type: none">▪ Professional Indemnity \$2,000,000▪ Public Liability \$20,000,000▪ Cyber Protection \$1,000,000

Signed: _____
The Body Corporate - Chairperson/Secretary

Signed: _____
The Body Corporate - Committee Member

Date:

Signed: _____
Sunstate Strata – Director

Date:

FIRST SCHEDULE – AGREED SERVICES

SECRETARIAL

Annual General Meeting <i>up to 2 hours</i>	<ul style="list-style-type: none"> • Prepare and issue notices • Convene and attend • Record and distribute minutes to lot owners
Committee Meetings/Voting Outside Committee (VOCs) <i>(3 included - up to 2 hours)</i>	<ul style="list-style-type: none"> • Prepare and issue notices • Convene and attend • Record and distribute minutes to lot owners.
Committee Nominations/Motions for Annual General Meeting	<ul style="list-style-type: none"> • Prepare and issue notices • Incorporate submissions in AGM Notice.
Correspondence inward/outward	<ul style="list-style-type: none"> • Attend to general correspondence
Annual Land Valuation Notices	<ul style="list-style-type: none"> • Distribute to lot owners

FINANCIAL MANAGEMENT

Bank account(s) in the name of the Body Corporate	<ul style="list-style-type: none"> • Open, maintain, operate a bank account at a bank nominated by Sunstate Strata and reconcile daily, prepare reconciliation reports
Accounting Records	<ul style="list-style-type: none"> • Keep proper accounting records
Statement of Accounts	<ul style="list-style-type: none"> • Prepare at the end of each financial year according to the applicable Regulation Module
Budget	<ul style="list-style-type: none"> • Prepare Draft Budget for each financial year
Levy Contribution Notices	<ul style="list-style-type: none"> • Prepare and issue to lot owners • Receipt payments
Invoices	<ul style="list-style-type: none"> • Process invoices for payment • Send invoices to Invoice Hub for payment approval
Debt Collection for overdue levy contributions	<ul style="list-style-type: none"> • Reviewed monthly

ADMINISTRATIVE

Body Corporate records	<ul style="list-style-type: none">• Possess and care for• Make available for inspection
Body Corporate Roll	<ul style="list-style-type: none">• Maintain, update and supply information when required
Common Seal	<ul style="list-style-type: none">• Keep custody, use and supervise
General assistance and advice regarding the administration of the common property	<ul style="list-style-type: none">• Provided to the Body Corporate and its committee
Insurance <i>(where Sunstate Strata are the appointed sub agent to the Insurance Broker)</i>	<ul style="list-style-type: none">• Claim process facilitation• Quotations and Renewals• Premium payments• General enquiries

SECOND SCHEDULE

FEES & DISBURSEMENTS

COST (GST Inclusive)

Fees for Agreed Services

1. Body Corporate Management

Annual Fixed Fee

\$5,383.92

2. Disbursements

Annual Fixed Fee for standard
outlays/disbursements

\$2,030.04

Includes: Emails, Telephone, Archive
Storage, Record folders, Stationery,
Printing, Photocopying, Postage

StrataMax Facility

\$18.45 per lot/per annum*

Charged directly to the Body Corporate by
StrataMax.

*Subject to increase by StrataMax

Fees for Additional Services (if applicable)

Director (per hour)	\$250.00
Body Corporate Manager (per hour)	\$200.00
Assistant Body Corporate Manager (per hour)	\$140.00
Insurance Manager (per hour) *included in insurance management fee	*Included
Accounts Manager (per hour)	\$150.00
Accountant (outsourced)	\$ as per invoiced
Carrying out Services	
▪ Non-Agreed Services	Hourly rate
Carrying out Services	
▪ Outside business hours of Sunstate Strata (8am-4pm, Monday to Friday)	Hourly rate
Arranging Body Corporate Bank Accounts	
▪ At call accounts	
▪ Term deposits	\$60.00
Issue work order	\$25.00
Extra Ordinary General Meetings	Minimum charge of 1 hour plus disbursements
Committee Meetings (above agreed amount)	Hourly rate plus disbursements
Preparation of VOC (Voting Outside Committee)	Hourly rate (minimum 30 min charge)
▪ Notice & Minutes	
Audit	
▪ Preparation & liaison with Auditor	\$220.00
Business Activity Statements	
▪ Preparation & lodged by Registered BAS Agent	As specified in budget
Tax Returns	
▪ Preparation for accountant	\$125.00
Processing & distribution	
▪ Non-standard invoices e.g. Bulk billed utility services (per lot)	\$5.50
▪ Second Debtor invoicing	\$22.50
Transfer of Body Corporate records (outgoing)	\$350.00

Disbursements

Emails – Receive	-
Emails – Send	\$1.50
Envelopes – All sizes	.25c
Letterhead	.49c
Photocopies & printing	.49c
Postage	Standard Rates

Levy Recovery Costs

Overdue notices	\$No cost
Final notice	
(includes registered post where applicable)	\$77.00
Courtesy email and/or phone call	\$No cost
Referral to Debt Collection Agency	\$220.00
Debt Collection Agency Costs	*At Cost

* Debt Collection Agency Costs and Sunstate Strata costs associated with debt collection are paid by the Body Corporate and then on charged to the lot owner.

THIRD SCHEDULE – ADDITIONAL SERVICES

The Additional Services listed below may not be applicable to your Body Corporate.

- Attending to applications to the Office of Commissioner of Body Corporate and Community Management and any matters arising from such applications.
- Attending to any legal proceedings involving the Body Corporate including giving instructions to legal representatives of the Body Corporate.
- Attending to any appeal hearings involving the Body Corporate.
- Submissions to Queensland Civil and Administrative Tribunal on behalf of the Body Corporate.
- Liaison with Developers or Building Contractors regarding rectification works under construction warranty.
- Disputes and complaints handling.
- Preparing and issuing contravention notices.
- Complaints to the Queensland Building and Construction Commission (QBCC) on behalf of the Body Corporate and matters arising from such dealings.
- Attending to audits of Body Corporate records carried out by the Australian Taxation Office.
- Conveying and attending to meetings, including minutes of meetings, additional to those specified in the First Schedule.
- Engagement of Contractors or Service Providers on behalf of the Body Corporate including obtaining quotations and preparation, distribution and evaluation of tender documents.

LMC NOOSA PTY LTD
PO BOX 563
COOROY QLD 4563



Certificate of Registration on Change of Name

This is to certify that

MAWI SOLUTIONS PTY LTD

Australian Company Number 663 112 623

did on the eighteenth day of June 2025 change its name to

VOLI SOLUTIONS PTY LTD

Australian Company Number 663 112 623

The company is a proprietary company.

The company is limited by shares.

The company is registered under the Corporations Act 2001 and is taken to be registered in Queensland and the date of commencement of registration is the thirteenth day of October, 2022.

Issued by the
Australian Securities and Investments Commission
on this eighteenth day of June 2025.

A handwritten signature in dark ink, appearing to read 'J Longo'.

Joseph Longo
Chair

CERTIFICATE

This **Deed of Acknowledgement** is made the day of 2025.

BETWEEN: **BODY CORPORATE FOR EMERALD SPRINGS COMMUNITY
TITLES SCHEME 19137 ('the Body Corporate')**

AND: **VOLI SOLUTIONS PTY LTD ACN 663 112 623 ('the
Caretaker/ Letting Agent')**

Recitals

- A. The Caretaker/Letting Agent operates a management rights business at the Scheme pursuant to the Agreements.
- B. The Caretaker/Letting Agent is a company and has registered a change of name with Australian Securities and Investments Commission.
- C. The Caretaker/ Letting Agent has requested the Body Corporate acknowledge the change of name and the Body Corporate has agreed to do so on the terms set out in this Deed.

The parties covenant and agree as follows:

1 Definitions

- 1.1 In this Deed unless the subject or context is inconsistent, the following expression shall have the meaning assigned to it below:

Agreements - means the Caretaking and Letting Agreements both dated 15 July 2013 between the Body Corporate and Right Management Pty Ltd ACN 114 306 053 in which the Body Corporate appointed Right Management Pty Ltd ACN 114 306 053 as caretaker and letting agent of Emerald Springs for a term of 5 years commencing on 1 July 2013 to 30 June 2018 with the following options to renew:

- (a) 5 years from 1 July 2018 to 30 June 2023 (exercised);
and
- (b) 3 years from 1 July 2023 to 30 June 2026 (exercised);
and
- (c) 3 years from 1 July 2026 to 30 June 2029,

as transferred to the Caretaker/ Letting Agent by Deed of Assignment dated 9 March 2023.

2 Interpretation

- 2.1 In this Deed unless the contrary intention appears the interpretation provisions of the Agreements apply.

3 Acknowledgement

- 3.1 The Body Corporate:
- (a) acknowledges the Caretaker/ Letting Agent changed its name from "MAWI Solutions Pty Ltd" to "VOLI Solutions Pty Ltd" and such name was registered with Australian Securities and Investments Commission on the 18 June 2025; and

- (b) confirms it will continue to be bound by the Agreements with the Caretaker/ Letting Agent as if the Caretaker/ Letting Agent had not changed its name.

4 Costs

- 4.1 Each party will pay their own costs of and incidental to the negotiation, preparation and execution of this Deed.

5 Counterpart clause

- 5.1 This Deed may be signed in any number of counterparts and by different persons on separate counterparts. All those counterparts will together constitute the one Deed.

6 Further assurance

- 6.1 The parties will execute and do all other things as are necessary from time to time to perfect and give effect to this Deed.

Executed as a Deed

EXECUTED by the **BODY CORPORATE FOR EMERALD SPRINGS CTS 19137** in accordance with the provisions of the *Body Corporate and Community Management Act (Qld) 1997* in any way authorised by law:

Authorised Signatory

Authorised Signatory

Print full Name

Print full Name

EXECUTED by **MAWI SOLUTIONS PTY LTD ACN 663 112 623** in accordance with Section 127 of the *Corporations Act 2001* (Cth)

Amy Beth McNamara – Sole Director/
secretary

STATEMENT REGARDING MEETING PROCEDURES AND VOTERS RIGHTS FOR A GENERAL MEETING

1. The Regulations* define who is entitled to vote at a meeting of the Body Corporate.
2. The Regulations** set out how a person can vote at a meeting of the Body Corporate.
3. A notice is enclosed for a corporate owner to appoint a company nominee to vote on its behalf.
4. **A person cannot vote on a motion requiring an ordinary resolution or a special resolution, or, in an election ballot, if a contribution, instalment or penalty due to the Body Corporate has not been paid.**
5. A person has 1 vote for each lot the person owns or represents
6. Where there are 2 or more co-owners of a lot, a vote by any one of the co-owners will be counted as the vote for the lot unless a contrary vote is cast by another co-owner in which case no vote will be counted for the lot.
7. A voter may demand that a motion requiring an ordinary resolution be determined by a poll of the Contribution Schedule lot entitlements of voters, instead of on the basis of one vote for each lot. The demand may be made in writing beside the motion where it appears on the Voting Paper, or personally at the meeting by the owner of the owner's proxy.

* See for example the relevant section within the Accommodation Module Regulations.

** See for example the relevant section within the Accommodation Module Regulations which provides that a person may vote in any of the following three ways:

- In person at the meeting.
- In writing, by completing a "Voting Paper" and returning it promptly to the Secretary at the address shown on the first page.
- By appointing a proxy to vote on the person's behalf.

TYPES OF RESOLUTION

Ordinary Resolution

The motion is passed only if the votes counted for the motion are more than the votes counted against the motion. If the votes are equal, then the motion fails.

A lot owner entitled to vote may ask for a poll for the counting of votes on an ordinary resolution. The lot owner may ask for the poll either in person at the meeting or on the voting paper. A motion for an ordinary resolution where a poll has been requested is passed only if the total of the contribution schedule lot entitlements for which votes are counted for the motion is more than the total of the contribution lot entitlements for votes counted against the motion.

Special Resolution

The motion is passed if all three of the following conditions are met;

1. At least two thirds of the votes cast are in favour of the motion; and
2. The number of votes counted against the motion are not more than 25% of the number of lots in the scheme; and
3. The total of the contribution schedule lot entitlements for votes counted against the motion is of more than 25% of the total of the contribution schedule lot entitlements for all lots in the scheme.

Resolution Without Dissent

The motion is passed only if there are not any "No" votes counted against the motion. This does not mean all the lot owners have to vote on the motion.

PROXY FORM

FOR BODY CORPORATE GENERAL MEETINGS

TO: The Secretary EMERALD SPRINGS II CTS 25544
PO Box 9195
Pacific Paradise QLD 4564 or;
admin@sunstatestrata.com.au

*I/We (full name(s))	
Owner(s) of Lot(s) / Unit(s) On Survey Plan _____	
Name of Scheme: Body Corporate for EMERALD SPRINGS II CTS 25544	Regulation Module: Accommodation
Appoint (full name)	
Signature(s) of owner(s) <i>All co-owners to sign</i>	

As *my/our proxy to vote on *my/our behalf (including adjournments) at:-

<input type="checkbox"/> (1) The General Meeting to be held on Thursday 18 September 2025 Or	
<input type="checkbox"/> (2) all the Meetings held before: Or	(Expiry Date)
<input type="checkbox"/> (3) all General Meetings held during the rest of the Body Corporate financial year ending 30/06/2026 <u>extent of appointment of proxy allowed.</u> <i>Note: this option is not applicable if your Body Corporate is registered under the Commercial Regulation Module.</i>	

Unless *I/We serve you with prior written withdrawal of the appointment.

Dated at (place):

On (date):

Signature(s) of proxy holder

Residential address of proxy holder

Postal address of proxy holder

NOTES FOR USE

The Regulations set out a number of restrictions on the use of proxies, including an ability for the Body Corporate to further restrict their use including prohibition.

A vote by proxy must not be exercised for electing or appointing a member of the committee.

Body Corporate and Community Management Act 1997

COMPANY NOMINEE FORM

TO: The Secretary, Body Corporate for EMERALD SPRINGS II CTS 25544

Pursuant to the relevant Section of the Body Corporate Community and Management (Accommodation Module) Regulation, take note of the following appointment of the Company Nominee who is duly authorised to act on behalf of the owner, in all matters pertaining to the Body Corporate, unless the Body Corporate Secretary is served with a written withdrawal of this appointment.

LOT NO	LEGAL NAME OF ENTITY (As shown on Title)

FULL NAME OF NOMINEE	SIGNATURE OF NOMINEE

RESIDENTIAL / BUSINESS ADDRESS OF NOMINEE

SERVICE OF NOTICE ADDRESS (if different from above i.e. email)

POSITION OF AUTHORISED PERSON/S (i.e. Director, Secretary etc)	SIGNATURE OF AUTHORISED PERSON

SEAL OF THE CORPORATION (if applicable)

DATE:_____



Minutes of the Committee Meeting of the Body Corporate for EMERALD SPRINGS II CTS 25544

Location: Onsite – Unit 44. 1 Poinsettia Court, Mooloolaba QLD 4557.

Date: 18th July 2025

REPRESENTATION

Peter De Bruin	Chairperson
Juliette VERNYK	Secretary
Drew Campi	Treasurer
Geoff Oswell	Ordinary Member
Tony Pickford	Ordinary Member
Alex Hatton	Strata Manager (Sunstate Strata)
Amy McNamara	Caretaker/Building Manager

APOLOGIES

Debra Wright	Ordinary Member
Ian Brownhill	Ordinary Member

PROXY PAPERS

No proxies were received.

QUORUM

A quorum was formed as at least 50% of voting committee members were present.

CHAIRPERSON

Peter De Bruin chaired the meeting, which was declared open at 1:00pm.

BUSINESS OF MEETING

1. CONFIRMATION OF MINUTES

RESOLVED that the minutes of the Committee Meeting of the Body Corporate held on the 16th May 2025 as previously circulated to lot owners be confirmed as a true and correct record of the meeting.

| **Votes: 5 Yes, 0 No, 0 Abstain** |

2. BUSINESS ARISING FROM MINUTES

All items of business arising will be raised in either the Caretakers Report or General Business.

3. FINANCE

The meeting noted the year-end financial statements dated 30th June 2025, which showed a surplus of \$4,100.85 in the administrative fund, and a balance of \$286,031.09 in the sinking fund. The meeting RESOLVED to present the financial statements to the Annual General Meeting.

| **Votes: 5 Yes, 0 No, 0 Abstain** |

4. PROPOSED BODY CORPORATE BUDGET

It was confirmed that committee members had received provisional Body Corporate income/budget information for the financial year ending 30/06/2026 as a guide for the committee.

The committee then revised a proposed budget for the current 25/26 financial year by examining required income and anticipated expenditure.

RESOLVED that the proposed income/budget, as set by the committee, be included in the notice of Annual General Meeting to be forwarded to lot owners for voting upon at that meeting.

| **Votes: 5 Yes, 0 No, 0 Abstain** |

5. CARETAKERS REPORT

INSPECTIONS REGISTER - Updated and attached for reference/review/comment.

TERMITE INSPECTIONS – Completed April 2025

No termite activity was detected in the inspections completed to date.

Units 41 and 53 remain outstanding due to the owners being unavailable at the time of inspection. The caretaker will work with Trusted Pest Management and the owners to reschedule.

GUTTER CLEANS – Gutter cleans completed in May 2025.

Committee to review the budget. Just Gutters quote for ongoing 6-monthly service \$2,800 + GST.

TOTAL \$3,080 (incl. GST) RATIFY COST

Annual Budget \$6,160 incl. GST.

Motion: That the Committee RESOLVES to confirm the cost of \$3,080 inc GST to engage Just Gutters as above.

(5 Yes votes)

IRRIGATION TIMER REPLACEMENT OPPOSITE U55

Aqua Power completed the replacement 05/06/25.

Summary:

- Replaced 2 faulty irrigation timers at Unit 55.
- Included removal of old units, installation of new timers, and associated fittings.
- Timers tested and fully operational.

Total \$411.62 (incl. GST) RATIFY COST

Motion: That the Committee RESOLVES to confirm the cost of \$411.65 inc GST to engage Aqua Power as above.

(5 Yes votes)

OUTSTANDING WATER INGRESS ISSUES

Unit 47 – Ongoing Leak Issue

- 20/05/2024: Leak Detection attended. Roof screws were reset high on the roofline; past sealant around Dektite was removed and resealed with polymer flexible construction sealant around the PVC pipe, Dektite, and flange.
- 10/07/2024: Owner confirmed no further leak observed, though no significant rainfall occurred.
- 11/10/2024: Owner reported minor water ingress following rainfall.
- 23/05/25: Expert Plumbing attended to a roof inspection and sealed up the vent pipe above area of concern. **Total \$247.50 (incl. GST) RATIFY COST)**

Motion: That the Committee RESOLVES to confirm the cost of \$247.50 inc GST to engage Expert Plumbing and Gas as above.
(5 Yes votes)

COMPLETED – Painter Required

Unit 41 – The painter attended 24/10. Kieran Donney Quote \$1,350

Unit 53 – Leak Detection attended, owner monitoring leak.

Unit 59 – The painter attended 24/10. Tenants were not available.

Unit 67 – 24/10 - Painter attended 24/10. Kieran Donney Quote \$1,470

Next Steps

- All affected properties will require internal inspection and painting quotes for damage remediation.
- Internal repairs will proceed once the associated leak issues have been resolved.

UNIT 42 – REIMBURSEMENT OF FUNDS TO BODY CORPORATE

Action: The committee will communicate directly with the owner of Lot 42 and their property manager to confirm that the issue is the responsibility of the lot owner, as it involves utility infrastructure (downpipe) that services only that lot.

Details:

- The gutter and downpipe service only for Unit 42;
- They are located within the private courtyard, and
- They are not part of a boundary structure.

The body corporate will seek reimbursement of funds expended in relation to this matter. Any resultant or internal damages are to be repaired by the owner, or alternatively, an insurance claim may be pursued by the lot owner if applicable.

Note: Sunstate Strata confirmed receipt of the above reimbursement on the 29th May 2025.

BALCONY BALUSTRADE REPAIRS – UNIT 52

- The Caretaker attended to reattach loose balusters on the balcony of Unit 52.
 - During the inspection, it was noted that the ends of several balusters are showing signs of deterioration and brittleness.
 - While the railing and balcony posts remain in good condition, the balusters themselves may require replacement in the near future to ensure ongoing safety and structural integrity.
-

BALCONY BAULDSTRADES REPLACEMENTS - U44, 48, 49, & 62.

- The Committee has reviewed and approved the quote for balustrade replacement works at Units 48, 49, and 62, to a total value of **\$6,664.85 (incl. GST)**.
 - A work order was issued to Cutler Constructions on 20 May 2025.
 - The Caretaker is continuing to follow up with the contractor as commencement of works has been delayed.
 - Replacement works for Unit 44 have been deferred due to budget constraints and will be reconsidered following the upcoming AGM.
-

U39-67 ROOFING REPAIRS & GUTTER REPLACEMENTS QUOTES

- The Caretaker and Treasurer have been coordinating to arrange a site meeting with MS Roofing regarding required roofing and guttering works.
- A site inspection has been booked for Friday, 11 July at 10:30 am.
- An additional update will be provided at the next Committee meeting following the review.

ANCHOR POINTS – QUOTE REQUESTS

- Quote requests have been submitted to Safetylyne and SRA Services for the supply and installation of compliant anchor points.
- Awaiting formal quotations for Committee review.

Action: Committee to call an Extraordinary General Meeting when all quotations are received in relation to the two items above.

PAINTING – COLOUR SCHEMES

- Rachel from Colour Cru has submitted the proposed colour scheme and visual overlays to the Committee for review.
- Next steps are to be tabled for discussion at the upcoming Committee meeting.

TOTAL COST \$2,200 (Incl. GST) – RATIFY COST

PAINTING – QUOTES

- The Caretaker and Treasurer conducted a site walk-around with Programmed Painting Services on 17 June 2025 to discuss scope and requirements.
- Currently awaiting formal quote submission for Committee review.

Motion: That the Committee RESOLVES to confirm the cost of \$2,200.00 inc GST to engage Colour Cru as above.

(5 Yes votes)

STORMWATER DRAINAGE – UNITS 63 & 64

- Palm tree removals and stump grinding have now been completed.
- Drains Kleen Quote #16350 (dated 25/03/2025) outlines rectification works at Unit 63, with a total cost of **\$2,073.50 incl. GST**.
- Scope of Works includes:
 - Cut and remove concrete
 - Hand excavate to expose stormwater drain with defective bend and root intrusion
 - Remove root obstruction and damaged pipework
 - Install new PVC pipe and fittings
 - Backfill, compact, and remove all waste (excluding concrete reinstatement)

Owner Communication Summary – Unit 63:

- The Owner raised concerns regarding responsibility for concrete reinstatement following stormwater repairs.
- Caretaker confirmed in writing that all repair works, including concrete reinstatement, will be covered by the Body Corporate.
- The initial communication was intended to check whether the Owner had a preferred contractor for reinstatement, given his background in the industry.
- The extent of concrete removal will be confirmed once excavation begins.

Next Steps:

- Proceed with drainage rectification works under approved quote.
 - Assess and arrange appropriate reinstatement once full extent of concrete removal is known.
-

POOL ACCESS GATE REDESIGN

Due to a combination of factors, including late approval of the gate redesign, multiple public holidays causing short work weeks, and the upcoming pool compliance inspection, a temporary fence was installed to close off the rear access section of the pool area.

Completed 21/06/25

PLANTER BOXES / RETAINING WALLS – Units 56-U57 & 58-59

The planter boxes and retaining walls located between Units 56 & 57 and Units 58 & 59 are showing visible signs of deterioration and are in need of repair.

Action: Committee to circulate a notice to the affected owners advising of the repairs required to the retaining walls and planter boxes.

Note: Completed.

WATER METER ACCESS – Private Lot Garden Maintenance

As noted during the Stage 2 inspection, several water meters (Units 44, 45, 51, and 52) are becoming obstructed by vegetation. These meters sit within private lot boundaries, making it the owners' responsibility to maintain clear access.

Unity Water requires meters to remain unobstructed for accurate readings and emergency access. While initial clearing was done during the upgrade, ongoing maintenance is now up to the owners.

Action: Committee to circulate a reminder to all owners to remind them of obligations regarding water meter access and surrounding garden areas within private lots.

Note: Completed.

RAINFOREST AREA – SOUTHSIDE WATERCOURSE

The caretaker attended onsite with Ian and Drew to inspect the watercourse area on the south side of the rainforest zone. Following the inspection, the committee confirmed that the removal of the palm trees located within the watercourse would not improve water flow in the area.

As a result, the caretaker has been instructed not to obtain quotes for palm tree removal at this time.

6. GENERAL BUSINESS

i. Security

The Committee encourages all owners to remain vigilant and ensure appropriate security measures are in place for both their properties and vehicles.

ii. Deed of Acknowledgement – Motion for AGM

RESOLVED by Committee to submit a motion to enter into a Deed of Acknowledgement at the Annual General Meeting.
(5 Yes votes)

iii. Administration Agreement – Motion for AGM

RESOLVED by Committee to submit a motion to consider a further term of 3 years with respect to the Administration Agreement at the Annual General Meeting.
(5 Yes votes)

7. DATE OF ANNUAL GENERAL MEETING

The Annual General Meeting date has been reserved for Thursday, 18th September 2025 at 1:00pm, to be held at the pool area on-site.

8. DATE OF NEXT COMMITTEE MEETING

The next Committee Meeting date to be set at the Annual General Meeting when the new committee is elected.

9. CLOSE OF MEETING

The Chairperson declared the meeting closed at 2:20pm.

CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 52862220

Search Date: 05/08/2025 13:58

Title Reference: 50292563

Date Created: 17/12/1999

Previous Title: 50275157

REGISTERED OWNER

Dealing No: 716325012 20/02/2015

JULIE ANNE WOOLCOTT

STEPHEN KENNETH WOOLCOTT JOINT TENANTS

ESTATE AND LAND

Estate in Fee Simple

LOT 62 SURVEY PLAN 115720

Local Government: SUNSHINE COAST

COMMUNITY MANAGEMENT STATEMENT 25544

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 12748250 (POR 312)

2. MORTGAGE No 721517487 02/03/2022 at 16:23
BANK OF QUEENSLAND LIMITED A.C.N. 009 656 740

ADMINISTRATIVE ADVICES - NIL

UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2025]

Requested By: D-ENQ INFOTRACK PTY LIMITED

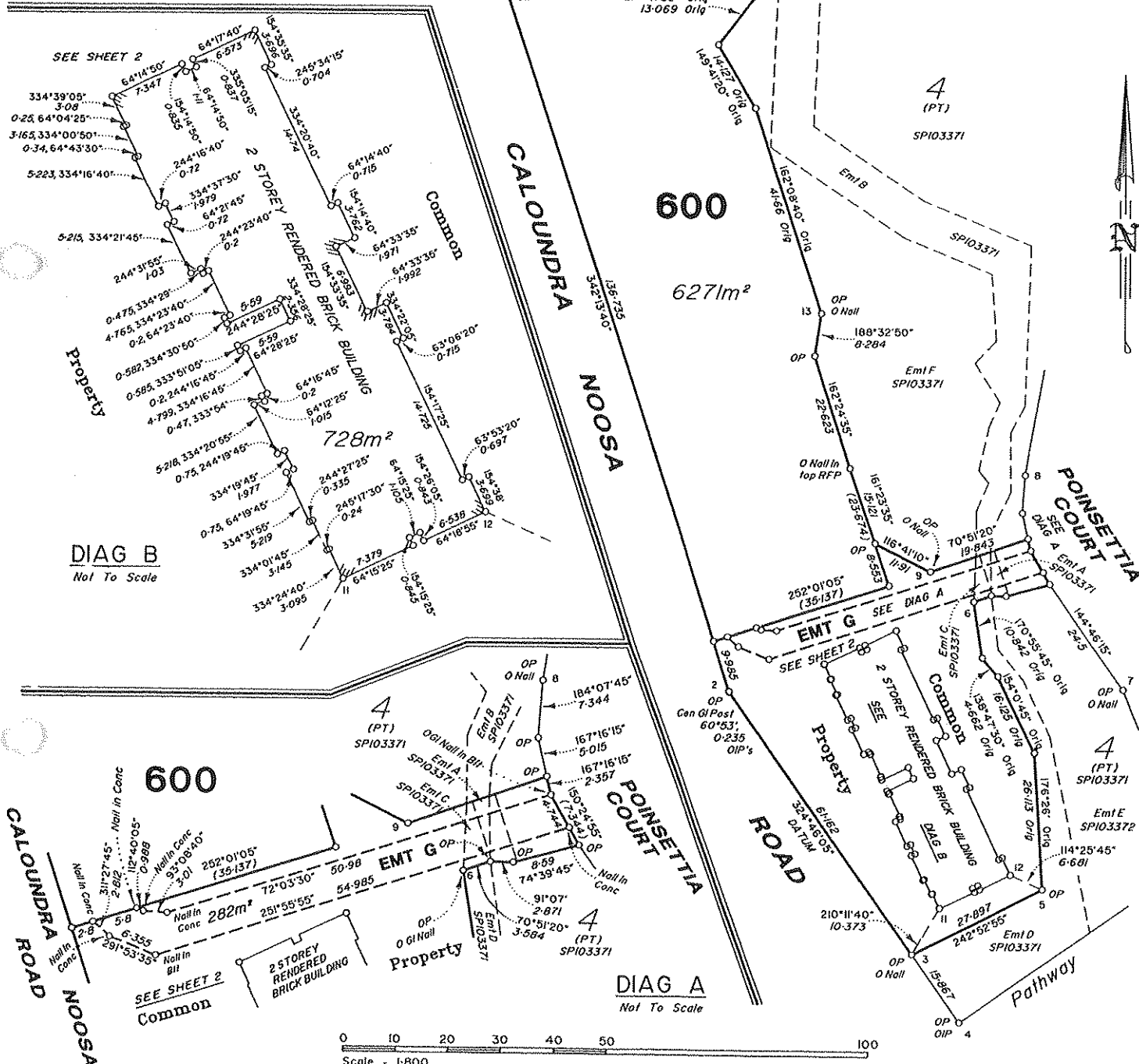
REFERENCE			MARKS		
STN	TO	BEARING	DIST	MARKS	ORIGIN
1	OIP	200°0'15"	1.616		SPI03371
2	OIP	59°09'15"	1.925		SPI03371
3	OIP	144°00'15"	1.762		RP883562
4	OIP	30°02'15"	3.53	IN CONC	SPI03371
6	OIP	208°27'15"	1.073		RP883562
7	OIP	351°43'15"	2.207	IN BIT	SPI03371
8	OIP	12°18'15"	5.49	IN KB	RP865590
9	OIP	137°49'15"	5.73	IN KB	RP865590
10	OIP	240°38'15"	1.727	IN M/H	SPI03371
13	OIP	229°35'	0.44	IN CONC	
14	OIP	287°32'15"	2.699	IN M/H	SPI03371
15	OIP	243°44'	0.609	IN CONC	
16	OIP	88°30'	3.11	IN PALM TREE	

PEGS PLACED AT ALL NEW CORNERS
UNLESS OTHERWISE STATED

Original Information compiled from
SPI03371 in the Department of
Natural Resources

MERIDIAN

LINE	PLAN BEARING	ANG BEARING
2 - 4	324°46'05"	324°46'05"
	ANG - ZONE 56	
	PLAN BEARING	CAM BEARING
2 - 4	324°46'05"	315°52'30"
	SUBTRACT 8°53'35" FOR CAM	



Ken Hicks & Associates Pty Ltd ACN (010 278 823) hereby certify that the Company has surveyed the land comprised in this plan by David Neil Baker, (Lic Surv) & Scott Matthew Pollock (Surv Grad) for whose work the company accept responsibility and that the plan is correct and that the said survey was performed in accordance with the Surveyors Act and the Survey Regulations and that the said survey was completed on 5-2-98

Director
Director
Licensed Surveyor
Date 6-2-98

Plan of Lots 39 - 46, 600 & Common Property
& Proposed Emt G in Common Property

Cancelling Lot 3 on SPI03371

PARISH: MOOLOOLAH COUNTY: Canning

Meridian AMG by SUN OBS

F/N's NO

Scale 1:800
Format BUILDING



SP103374

Plan Status

WARNING : Folded or Mutilated Plans will not be accepted.
Plans may be rolled.
Information may not be placed in the outer margins.

(Dealing No 1)

Registered

5. Lodged by

(Include address, phone number, reference, and Lodger Code)

1. Certificate of Registered Owners or Lessees.

Ken Hicks & Associates Pty Ltd
ACN 005 408 177

(Names in full)

* as Registered Owners of this land agree to this plan and dedicate the Public Use Land as shown hereon in accordance with Section 50 of the Land Title Act 1994.

* as Lessees of this land agree to this plan.

Signature of * Registered Owners * Lessees

* Rule out whichever is inapplicable

Local Government Certificate.

Maroochy Shire Council

certifies that the requirements of this Council, the Local Government Act 1993, the Local Government (Planning and Environment) Act 1990, ~~the City of Brisbane Act 1924~~, and all Local Laws and Ordinances have been complied with subject to

Easement g being granted in favour of Lot 600 for provision of access and services.

Dated this *7th* day of *April* 1998
[Signature]
DELEGATED OFFICER
being the proper officer to affix such seal

* Insert the name of the Local Government.
// Insert designation of signatory or delegation

3. Plans with Community Management Statement :

CMS Number :

Name : *'EMERALD SPRINGS II'*

4. References :

Dept File :

Local Govt : *37016*

Surveyor : *860514*

6. Existing

Title Reference

Lot

Plan

Created

Lots

Emts

Road

Lot 3

3

SP103371

*39 - 46, 600
& Common Property*

6

Easement	Lot to be Encumbered
<i>[Signature]</i>	<i>Common Property</i>

POR 312

*39 - 46, 600
& Common Property*

Orig

Lots

7. Portion Allocation :

8. Map Reference :

9544-43123

9. Locality :

MOOLOOLABA

10. Local Government :

MAROOCHY SHIRE COUNCIL

11. Passed & Endorsed :

Ken Hicks & Associates Pty Ltd

By : *(010 278 823)*

Date : *10/2/98*

Signed : *[Signature]*

Designation : *Liaison Officer*

12. Building Format Plans only.

I certify that :

* As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road;

~~* Part of the building shown on this plan encroaches onto adjoining lot and road.~~

[Signature] *10/2/98*
Licensed Surveyor/Director Date
* delete words not required

13. Lodgement Fees :

Survey Deposit \$

Lodgement \$

New Titles \$

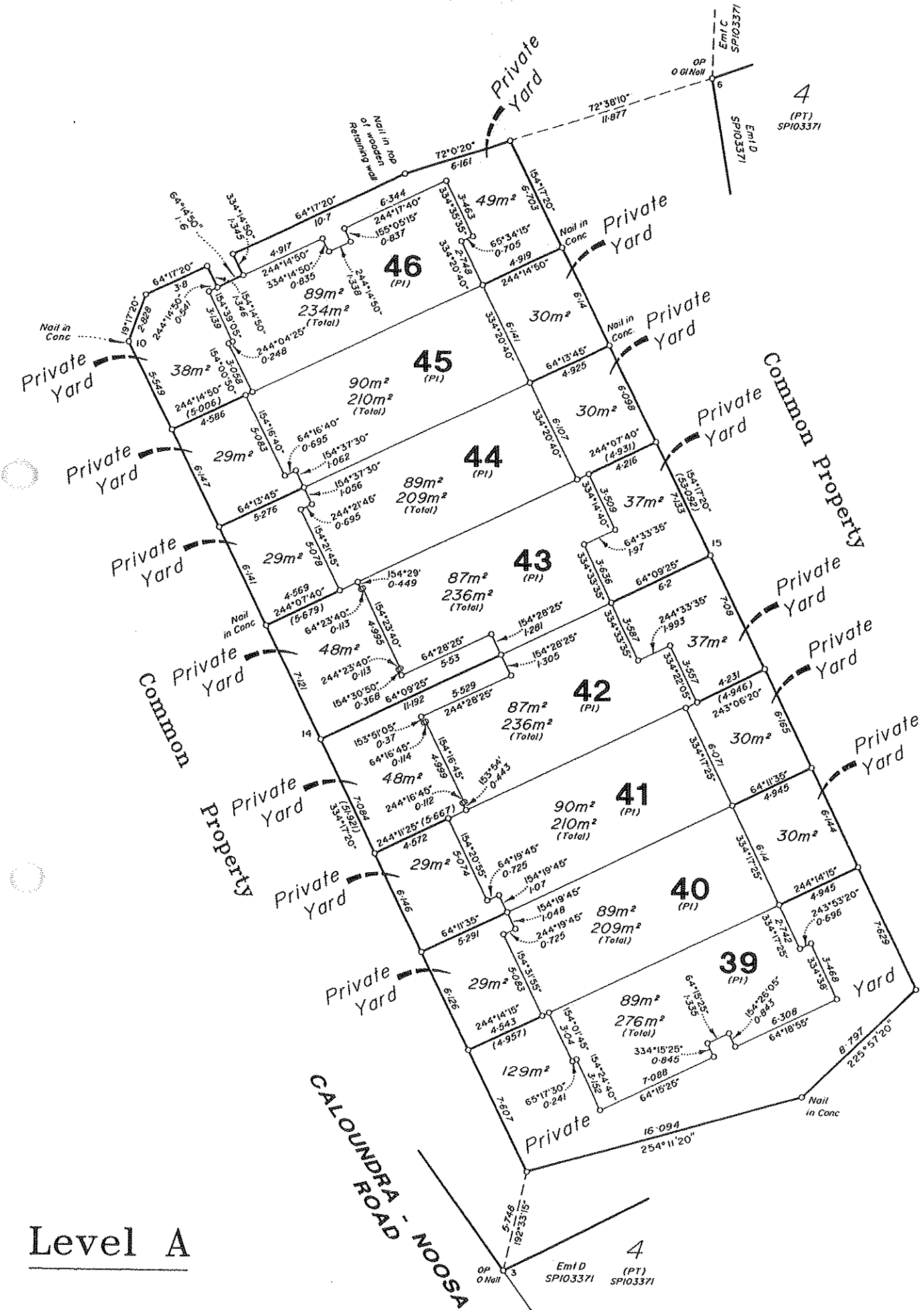
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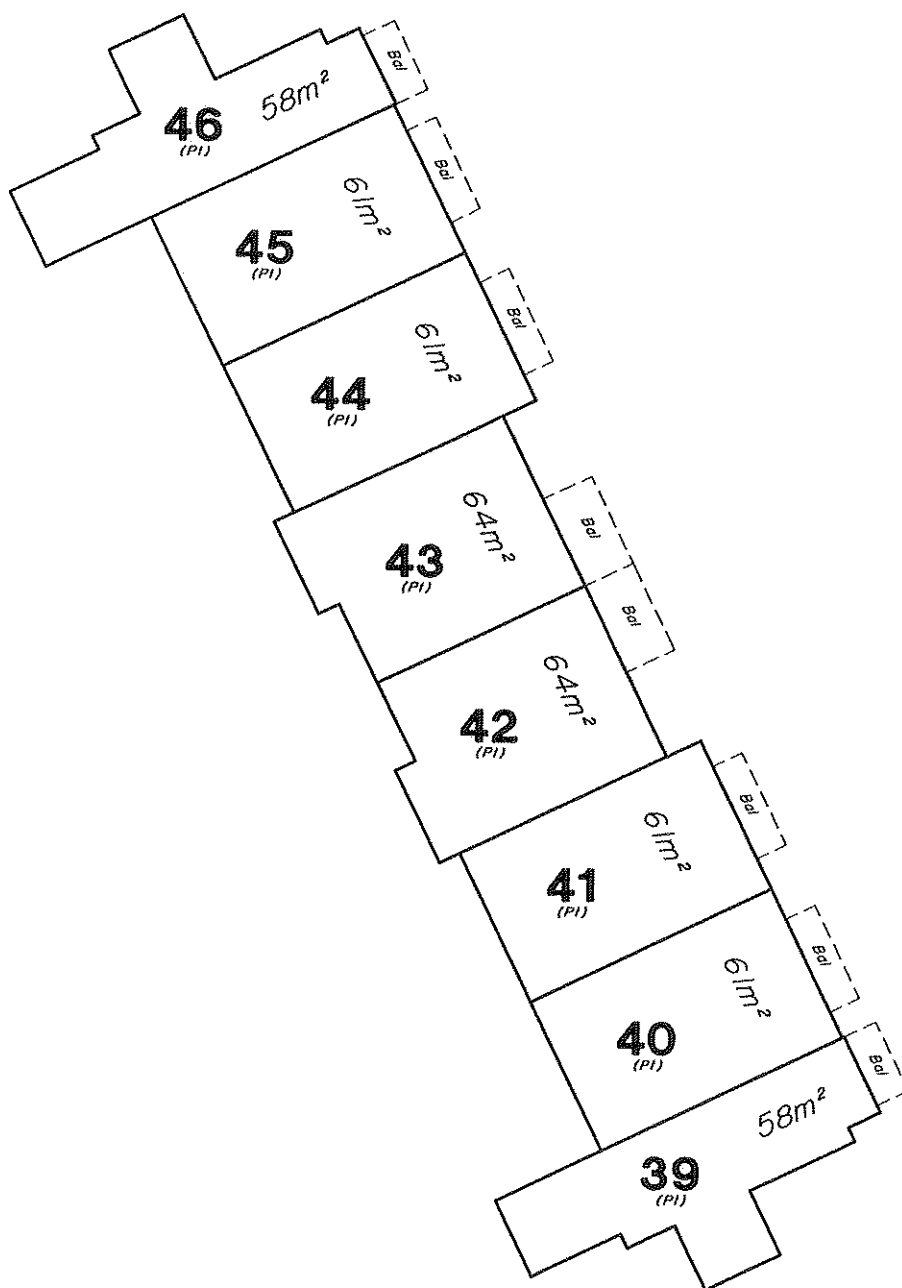
Postage \$

TOTAL \$

14. Insert Plan Number

SP103374





Level B



State copyright reserved

Insert
Plan
Number SPI03374

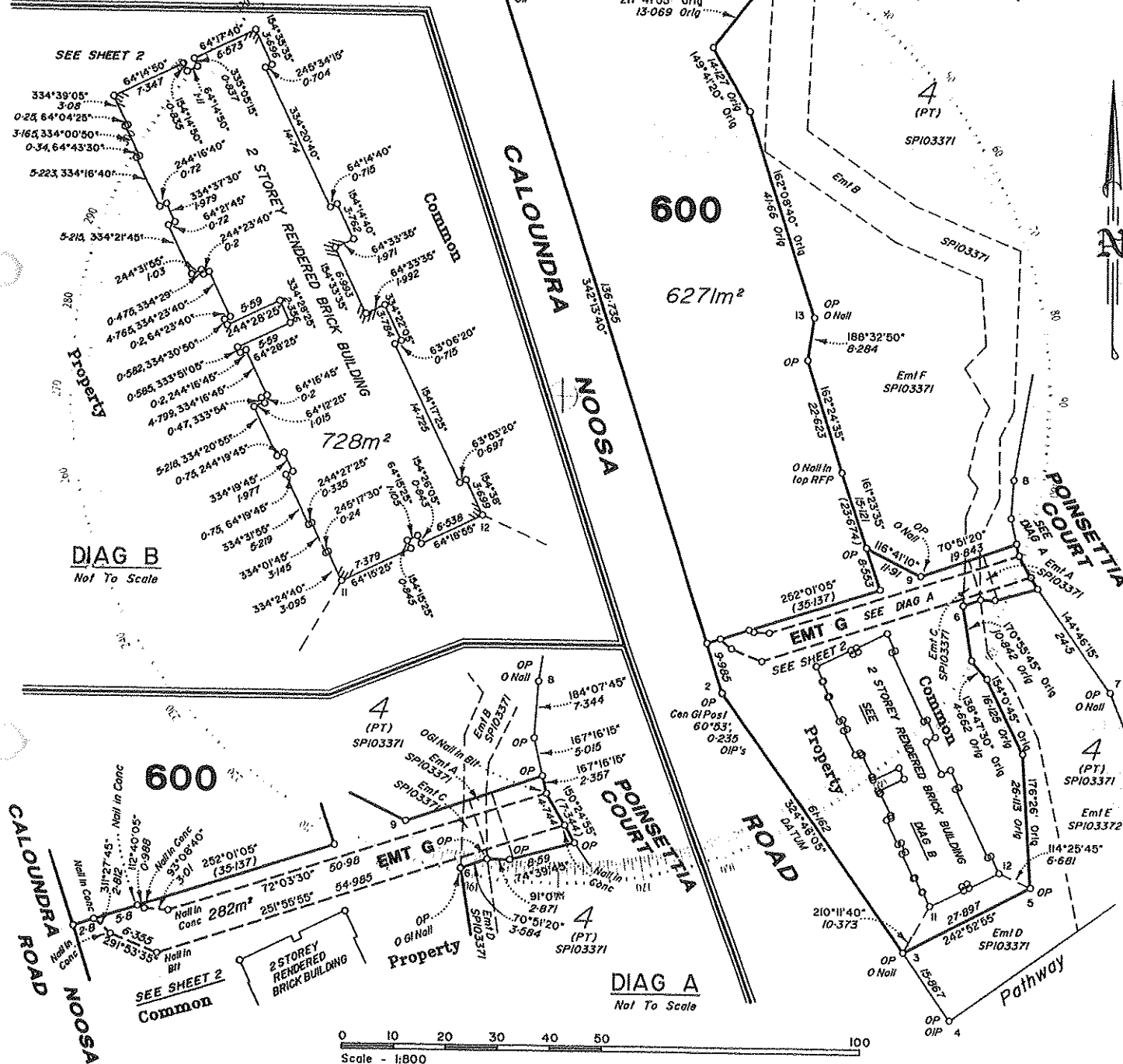
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2	OIP	59°09'15"	1.925		SPI03371
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8	O NAIL	137°49'15"	5.73	IN KB	RP865590
9	O NAIL	240°38'15"	1.727	IN M/H	SPI03371
10	NAIL	229°35'	0.44	IN CONC	
13	O NAIL	287°32'15"	2.699	IN M/H	SPI03371
14	NAIL	243°44'	0.609	IN CONC	
15	NAIL	88°30'	3.11	IN PALM TREE	

PEGS PLACED AT ALL NEW CORNERS
UNLESS OTHERWISE STATED

Original information compiled from
SPI03371 in the Department of
Natural Resources

MERIDIAN

LINE	PLAN BEARING	ANG BEARING
2 - 4	324°46'05"	324°46'05"
	ANG - ZONE 56	
	PLAN BEARING	CAM BEARING
2 - 4	324°46'05"	316°52'30"
	SUBTRACT 8°53'35" FOR CAM	



Ken Hicks & Associates Pty Ltd ACN (010 278 823)
hereby certify that the Company has surveyed the land
comprised in this plan by David Neil Baker,
(Lic Surv) & Scott Matthew Pollock (Surv Grad)
for whose work the company accept responsibility
and that the plan is a true and correct copy of the
survey performed in accordance with the Surveyors Act
and the Survey Regulations and that the said survey
was completed on 5-2-98

Director
Director
Licensed Surveyor

Date
6-2-98

**Plan of Lots 39 - 46, 600 & Common Property
& Proposed Emt G in Common Property**

Cancelling Lot 3 on SPI03371

PARISH: MOOLOOLAH COUNTY: Canning

Meridian: AMG by SUN OBS

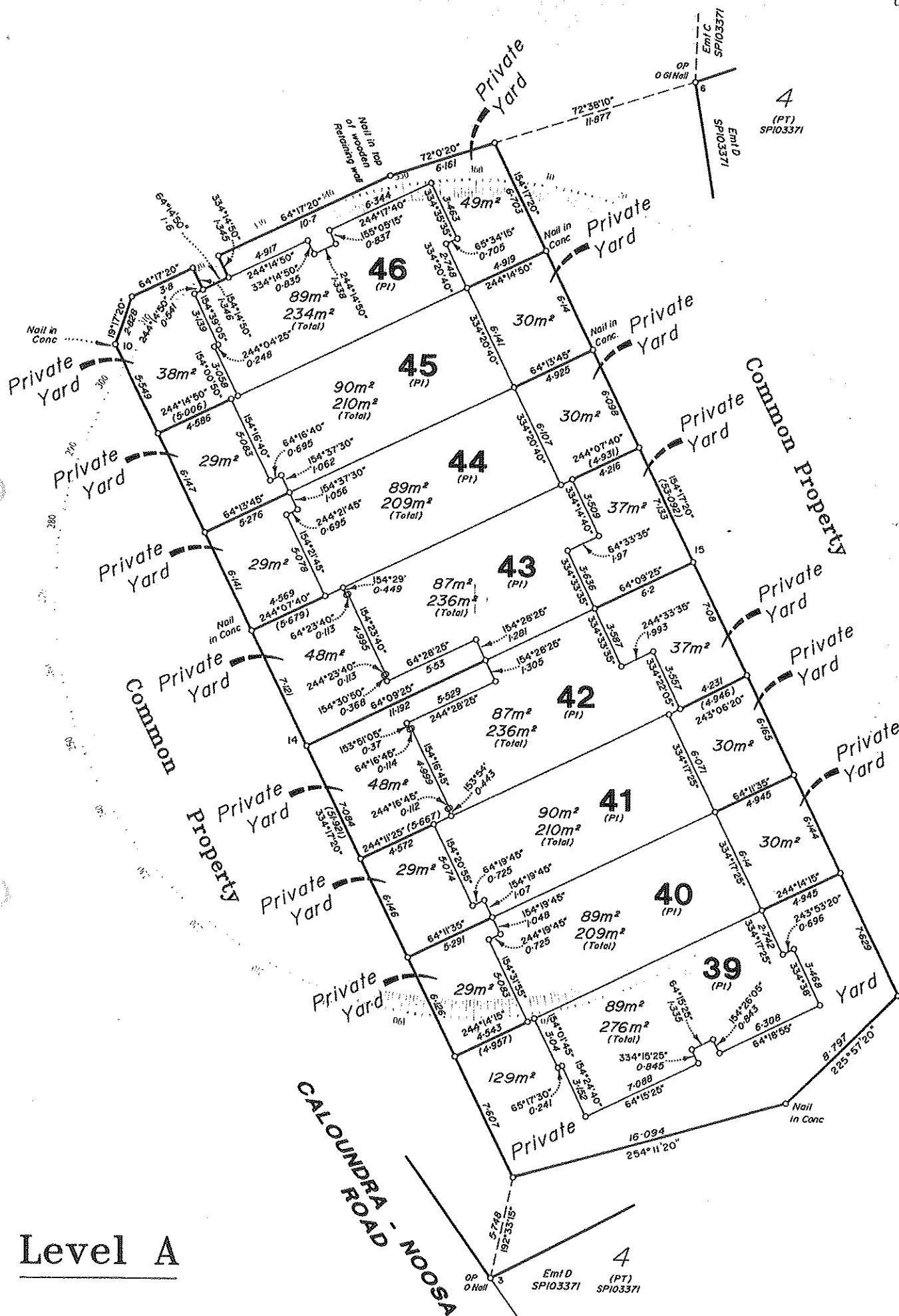
F/N's NO

Scale: 1:800

Format: BUILDING

SP103374

Plan Status



Level A

State copyright reserved

Insert
Plan
Number SPI03374



Insert
Plan
Number SPI03374

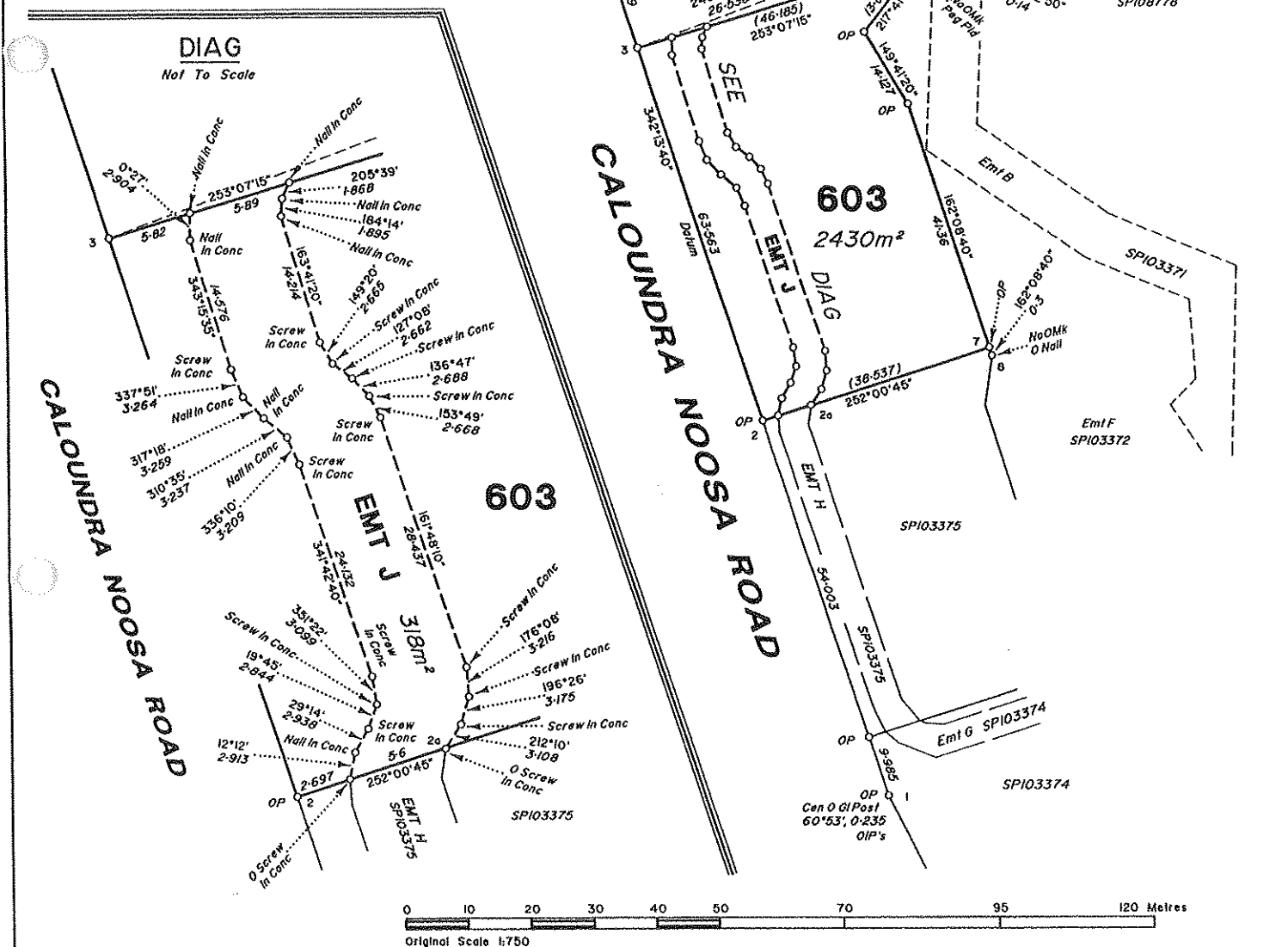
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STN	TO	BEARING	DIST	RMKS	ORIGIN
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1	ONP	59°09'15"	1.925		SPI03371
3	OI NAIL	81°01'30"	5.813	IN BIT	
4	ONP	200°00'15"	1.616		SPI03371
5	ONP	347°39'15"	3.272		SPI03371
5	O NAIL	245°42'15"	3.966	IN SW PI	SPI03371
6	ONP	344°58'15"	0.652		SPI03371
8	O NAIL	287°32'15"	2.699	IN MH	SPI03371

Base parcel area 2037m^2

Lot 603 is a Standard Format Lot

PEGS PLACED AT ALL NEW CORNERS
UNLESS OTHERWISE STATED

PERMANENT		MARKS	
PM	BEARING	DIST	NO.
2a - PSM	33°44'	1.298	118365
5 - PSM	169°23'	6.662	118362



Ken Hicks & Associates Pty Ltd ACN (010 278 823)
hereby certify that the Company has surveyed the
land comprised in this plan by Lee Robert Dumbell,
(Lic Surv) & Kevin John McNabb (Surv Assoc.)
for whose work the Company accepts responsibility,
that the plan is accurate and the said survey
was performed in accordance with the Surveyors Act 1977
and the Surveyors Regulation 1992 and that the said survey
was completed on 12/12/99.

Director

Director

Licensed Surveyor

Date _____

19-1-99

**Plan of Lots 64 - 67 & 603
& Common Property
& Proposed Emt J in Lot 603**

Cancelling Lot 60I on SPI03375

PARISH: MOOL OOLAH

COUNTY: *Canning*

Meridian: *AMG VIDE SPI03375*

F/N's: NO

Scale: 1:750

Format: **BUILDING**



SP103376

Plan Status:

**WARNING : Folded or Mutilated Plans will not be accepted.
Plans may be rolled.
Information may not be placed in the outer margins.**

(Dealing No)

Registered

5. Lodged by

(Include address, phone number, reference, and Lodger Code)

1. Certificate of Registered Owners or Lessees.


LINE LINMAN HOLDINGS Pty Ltd ACN 005 408 177

(Names in full)

*as Registered Owners of this land agree to this plan and dedicate the Public Use Land as shown hereon in accordance with Section 50 of the Land Title Act 1994.

*as Lessees of this land agree to this plan.

Signature of *Registered Owners *Lessees


LINMAN HOLDINGS PTY. LTD. A.C.N. 005 408 177
by its Attorney ROBERT STEPHEN PHILLIPS
under Power of Attorney No. 700688896
who hereby declares that he has not
received notice of revocation thereof.

* Rule out whichever is inapplicable

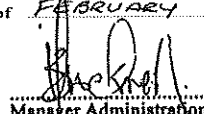
Local Government Approval.

MAROOCHY SHIRE COUNCIL
hereby approves this plan in accordance with the :
% LOCAL GOVERNMENT (PLANNING & ENVIRONMENT)
ACT, 1990

Dated this *22ND* day of *FEBRUARY 1999*

Insert the name of the Local Government.
Insert designation of signatory or delegation

% Insert Integrated Planning Act 1997 or
Local Government (Planning & Environment) Act 1990


Manager Administration
Planning & Development
DELEGATED OFFICER
being the proper officer to
affix such seal.

3. Plans with Community Management Statement :

CMS Number :

Name : *'EMERALD SPRINGS II'*

4. References :

Dept File :

Local Govt : *37016*

Surveyor : *860514*

6. Existing

Title Reference	Lot	Plan	Lots	Emts	Road
<i>50280846</i>	<i>601</i>	<i>SP103375</i>	<i>64 - 67, 603 & Common Property</i>	<i>J</i>	

Created

POR 312

*64 - 67, 603
& Common Property*

Orig

Lots

7. Portion Allocation :

8. Map Reference :

9544-43123

9. Locality :

MOOLOOLABA

10. Local Government :

MAROOCHY SHIRE COUNCIL

11. Passed & Endorsed :

Ken Hicks & Associates Pty Ltd

By : *(010 278 823)*

Date : *19-1-99*

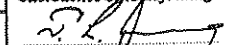
Signed : *R. Dumbell*

Designation : *Liaison Officer*

12. Building Format Plans only.

I certify that :

- * As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road;
- * Part of the building shown on this plan encroaches onto adjoining lots and road.

 *19-1-99*
Licensed Surveyor/Director Date
* delete words not required

13. Lodgement Fees :

Survey Deposit \$

Lodgement \$

New Titles \$

Photocopy \$

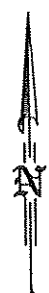
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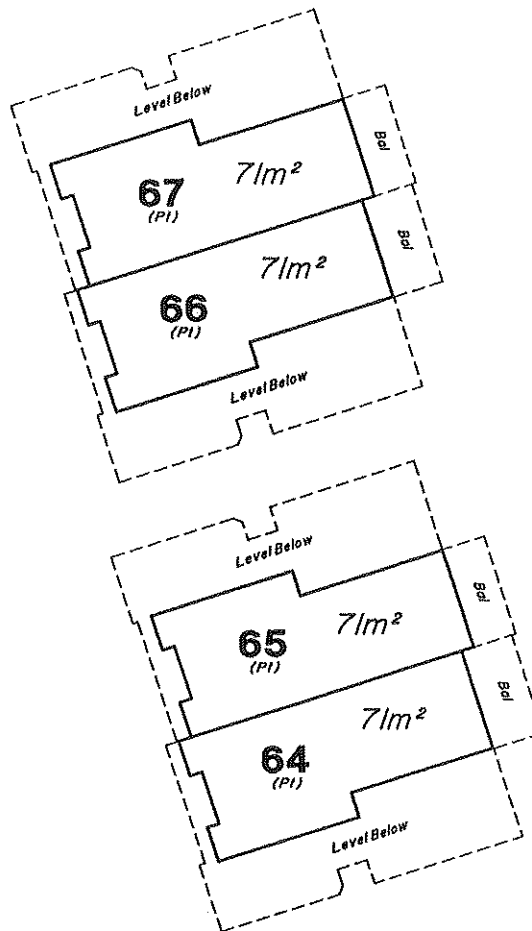
TOTAL \$

14. Insert
Plan
Number

SPI03376

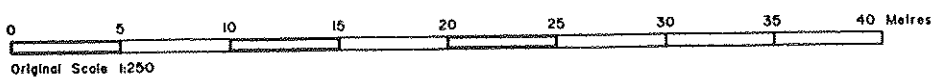
BUDERIM AVE





Level B

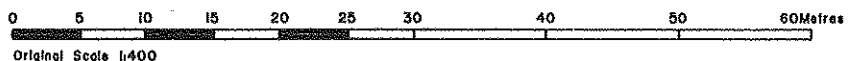
SCALE
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State copyright reserved

Insert
Plan
Number
SPI03376

**PEGS PLACED AT ALL NEW CORNERS
UNLESS OTHERWISE STATED**



Plan Status:

26-5-99

(Dealing No.)		WARNING : Folded or Mutilated Plans will not be accepted. Plans may be rolled. Information may not be placed in the outer margins.			
		Registered		6. Lodged by	
		(Include address, phone number, reference, and Lodger Code)			

1. Certificate of Registered Owners or Lessees.					6. Existing Created					
I/We					Title Reference	Lot	Plan	Lots	Emts	Road
					50260604	603	SP103376	55 - 60, 604 A Common Property		
(Names in full)										
*as Registered Owners of this land agree to this plan and dedicate the Public Use Land as shown hereon in accordance with Section 50 of the Land Title Act 1994.										
*as Lessees of this land agree to this plan.										
Signature of *Registered Owners *Lessees										
<small>* Rule out whichever is inapplicable</small> Dated this day of # # <small># Insert the name of the Local Government % Insert Integrated Planning Act 1997 or # Insert designation of signatory or delegation Local Government (Planning & Environment) Act 1990</small>										

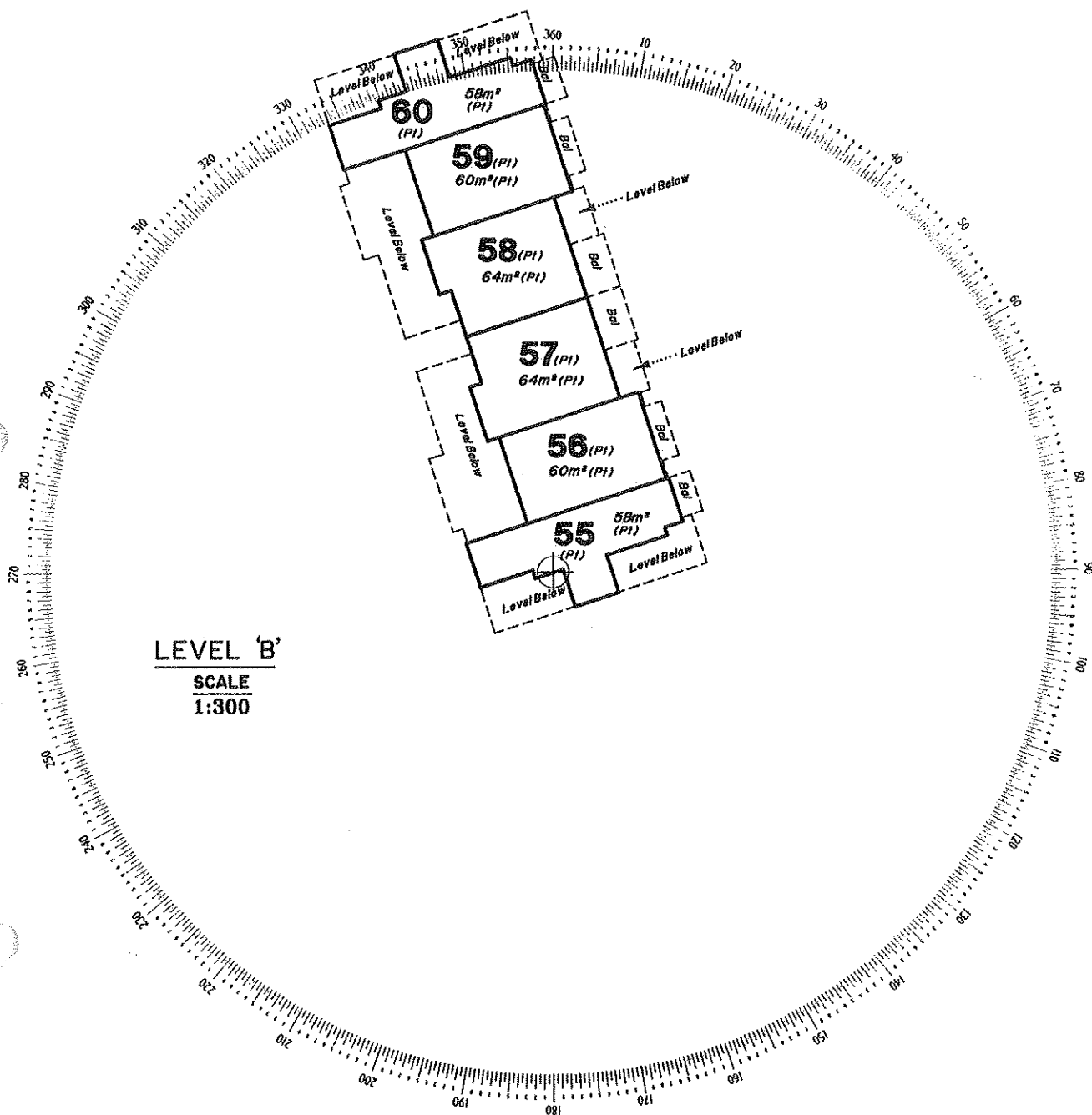
2. Local Government Approval.		POR 312		55 - 60, 604 A Common Property	
hereby approves this plan in accordance with the :		Orig		Lots	
%		7. Portion Allocation :			
		8. Map Reference : 9544-43123			
		9. Locality : MOOLOOLABA			
		10. Local Government : MAROOCHY SHIRE COUNCIL			
3. Plans with Community Management Statement :		11. Passed & Endorsed :			
CMS Number :		Ken Hicks & Associates Pty Ltd			
Name : EMERALD SPRINGS II'		By : ANDIO 278 823			
		Date : 26/5/99			
		Signed : [Signature]			
		Designation : Liaison Officer			
4. References :		12. Building Format Plans only.			
Dept File :		I certify that :			
Local Govt : 37016		• As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road;			
Surveyor : 860514		• Part of the building shown on this plan encroaches onto adjoining lots and road			
		[Signature] 26-5-99			
		Licensed Surveyor/Director Date			
		* delete words not required			
		13. Lodgement Fees :			
		Survey Deposit \$.....			
		Lodgement \$.....			
		New Titles \$.....			
		Photocopy \$.....			
		Postage \$.....			
		TOTAL \$.....			
		14. Insert Plan Number			



Stn's a - a are defined by centreline of brick walls



Insert
Plan
Number **SPI03377**



LEVEL 'B'
SCALE
1:300

0 15 30 45 Metres
Original Scale 1:300

State copyright reserved

Insert
Plan
Number **SPI03377**

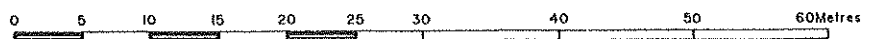
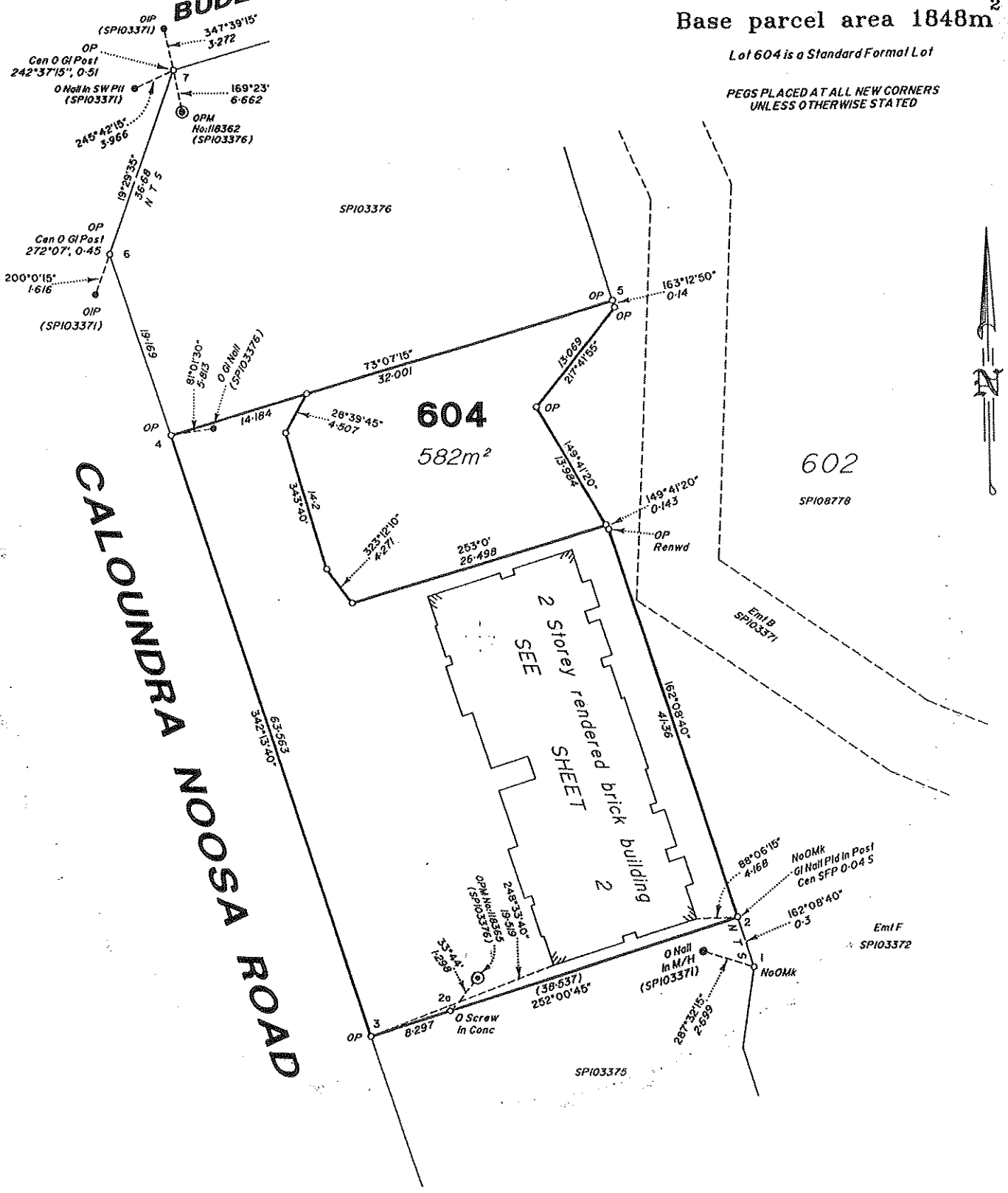
0 50mm 100mm 150mm

BUDERIM AVE SURVEY PLAN

Base parcel area 1848m²

Lot 604 is a Standard Form Lot

PEGS PLACED AT ALL NEW CORNERS
UNLESS OTHERWISE STATED



Original Scale 1:400

Ken Hicks & Associates Pty Ltd ACN (010 278 823) hereby certify that the Company has surveyed the land comprised in this plan by Gary Laurence Irving, (Lic Surv) & Kevin John McNabb (Surv Assoc) for whose work the Company accepts responsibility, that the plan is accurate, that the said survey was performed in accordance with the Surveyors Act 1977 and the Surveyors Regulation 1992 and that the said survey was completed on 26/5/99.

Director _____
Director _____
Licensed Surveyor _____
Date 26-5-99

Plan of Lots 55 - 60 & 604 & Common Property

Cancelling Lot 603 on SPI03376

PARISH: MOOLOOLAH COUNTY: Canning

Meridian: AMG VIDE SPI03376

F/N's NO

Scale: 1:400

Format: BUILDING



SP103377

Plan Status

State copyright reserved

WARNING : Folded or Mutilated Plans will not be accepted.
Plans may be rolled.
Information may not be placed in the outer margins.

703440794

\$580.00
08/07/1999 09:59

NR 400

Registered

5. Lodged by

KLOOGER PHILLIPS & CO
SOLICITORS
PO BOX 656 (G)
MAROOCHYDORE QLD 4558

(Include address, phone number, reference, and Lodger Code)

1. Certificate of Registered Owners or Lessees.

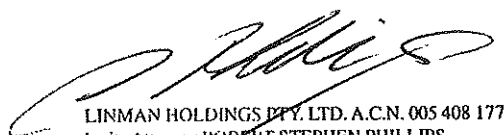
~~1/2~~ LINMAN HOLDINGS PTY LTD
A.C.N. 005 408 177

(Names in full)

*as Registered Owners of this land agree to this plan and dedicate the Public Use Land as shown hereon in accordance with Section 50 of the Land Title Act 1994.

*as Lessees of this land agree to this plan.

Signature of *Registered Owners *Lessees



LINMAN HOLDINGS PTY. LTD. A.C.N. 005 408 177
by its Attorney ROBERT STEPHEN PHILLIPS
under Power of Attorney No. 700688896
who hereby declares that he has not
received notice of revocation thereof.

* Rule out whichever is inapplicable

2. Local Government Approval.

Maroochy Shire Council
hereby approves this plan in accordance with the :

% Local Government (Planning & Environment) Act 1990

Dated this 6th day of July 1999



Acting Chairman
Development Co-ordination Board

DELEGATED OFFICER
being the proper officer to
affix such seal

* Insert the name of the Local Government.
Insert designation of signatory or delegation

% Insert Integrated Planning Act 1997 or
Local Government (Planning & Environment) Act 1990

3. Plans with Community Management Statement :

CMS Number :

Name : 'EMERALD SPRINGS II'

4. References :

Dept File :

Local Govt : 37016

Surveyor : 860514

6. Existing

Title Reference	Lot	Plan	Lots	Emts	Road
50260604	603	SP103376	55 - 60, 604 & Common Property		

Created

POR 312

55 - 60, 604
& Common Property

Orig

Lots

7. Portion Allocation :

8. Map Reference :

9544-43123

9. Locality :

MOOLOOLABA

10. Local Government :

MAROOCHY SHIRE COUNCIL

11. Passed & Endorsed :

Ken Hicks & Associates Pty Ltd
By : AM/DIO 270 823

Date :

26/5/99

Signed :

Liaison Officer

12. Building Format Plans only.

I certify that :

* As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road;

* Part of the building shown on this plan encroaches onto adjoining lots and road

 26-5-99
Licensed Surveyor/Director Date
* delete words not required

13. Lodgement Fees :

Survey Deposit \$

Lodgement \$

New Titles \$

Photocopy \$

Postage \$

TOTAL \$

14. Insert
Plan
Number

SP 103377

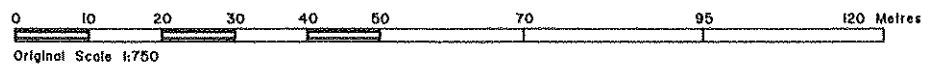
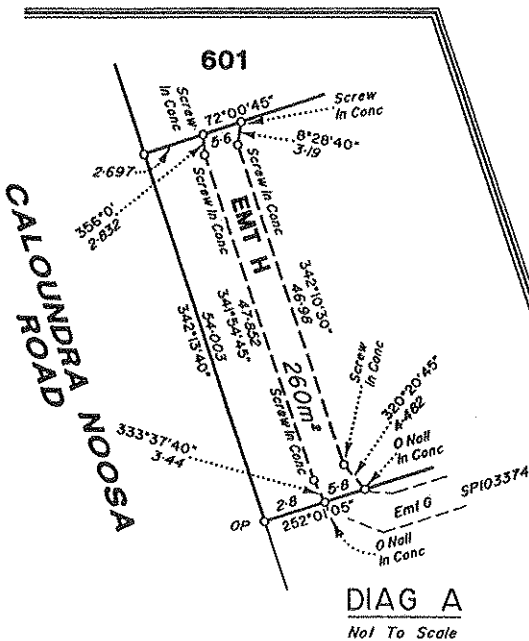
STN	TO	BEARING	DIST	MARKS	ORIGIN
3	O NAIL	287°32'15"	2.699	IN M/H	SPI03371
8	OIP	144°00'15"	1.762		RP883562
8	OIP	59°09'15"	1.925		SPI03371
10	OIP	200°00'15"	1.616		SPI03371

Base parcel area 1899m²

Lot 602 is a Standard Format Lot

Original information compiled from
SPI08778 in the Department
of Natural Resources

PEGS PLACED AT ALL NEW CORNERS
UNLESS OTHERWISE STATED



Ken Hicks & Associates Pty Ltd ACN (010 278 823) hereby certify that the Company has surveyed the land comprised in this plan by Lee Robert Dumbell, (Lic Surv) & Dean Alexander Smart (Surv Assoc) for whose work the Company accepts responsibility, that the plan is accurate and that the said survey was performed in accordance with the Surveyors Act 1977 and the Surveyors Regulation 1992 and that the said survey was completed on 29-9-98

Director: [Signature]
Licensed Surveyor
Date: 29-9-98

Plan of Lots 47 - 54 & 601 & Common Property & Proposed Emt H in Common Property

Cancelling Lot 601 on SPI08778

PARISH: MOOLOOLAH

COUNTY: Canning

Meridian: AMG VIDE SPI03374

F/N's: NO

Scale: 1:750

Format: BUILDING



SPI03375

Plan Status:

State copyright reserved

WARNING : Folded or Mutilated Plans will not be accepted.
Plans may be rolled.
Information may not be placed in the outer margins.

(Dealing No.)

Registered

6. Lodged by

(Include address, phone number, reference, and Lodger Code)

1. Certificate of Registered Owners or Lessees.

1476 LINMAN HOLDINGS PTY LTD
ACN 005 408 177

(Names in full)

*as Registered Owners of this land agree to this plan and dedicate the Public Use Land as shown hereon in accordance with Section 50 of the Land Title Act 1994.

*as Lessees of this land agree to this plan.

Signature of *Registered Owners *Lessees

LINMAN HOLDINGS PTY. LTD. A.C.N. 005 408 177
by its Attorney ROBERT STEPHEN PHILLIPS
under Power of Attorney No. 70068896
who hereby declares that he has not
received notice of revocation thereof.

* Rule out whichever is inapplicable

Local Government Approval.

Maroochy Shire Council

hereby approves this plan in accordance with the :

% Local Government (Planning & Environment) Act
1990, subject to easement H being granted
for access and services.

Dated this 18th day of November 1998

Manager Administration
Planning & Development
DELEGATED OFFICER
being the proper officer to
affix such seal.

* Insert the name of the Local Government.
Insert designation of signatory or delegation

% Insert Integrated Planning Act 1997 or
Local Government (Planning & Environment) Act 1990

3. Plans with Community Management Statement :

CMS Number :

Name :

'EMERALD SPRINGS II'

4. References :

Dept File :

Local Govt : 37016

Surveyor : 860514

6. Existing

Title Reference

Lot

Plan

Created

Lots

Emts

Road

600

SPI08778

47 - 54, 601
& Common Property

H

Easement	Benefitted
702744863	601 & Common Property

POR 312

47 - 54, 601
& Common Property

Orig

Lots

7. Portion Allocation :

8. Map Reference :

9544-43123

9. Locality :

MOOLOOLABA

10. Local Government :

MAROOCHY SHIRE COUNCIL

11. Passed & Endorsed :

Ken Hicks & Associates Pty Ltd
By : (010 278 823)

Date : 29.9.98

Signed : L.R. D. M. Bell

Designation : Liaison Officer

12. Building Format Plans only.

I certify that :

* As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road;

* Part of the building shown on this plan encroaches onto adjoining lots and road

Licensed Surveyor/Director Date

* delete words not required

13. Lodgement Fees :

Survey Deposit \$

Lodgement \$

New Titles \$

Photocopy \$

Postage \$

TOTAL \$

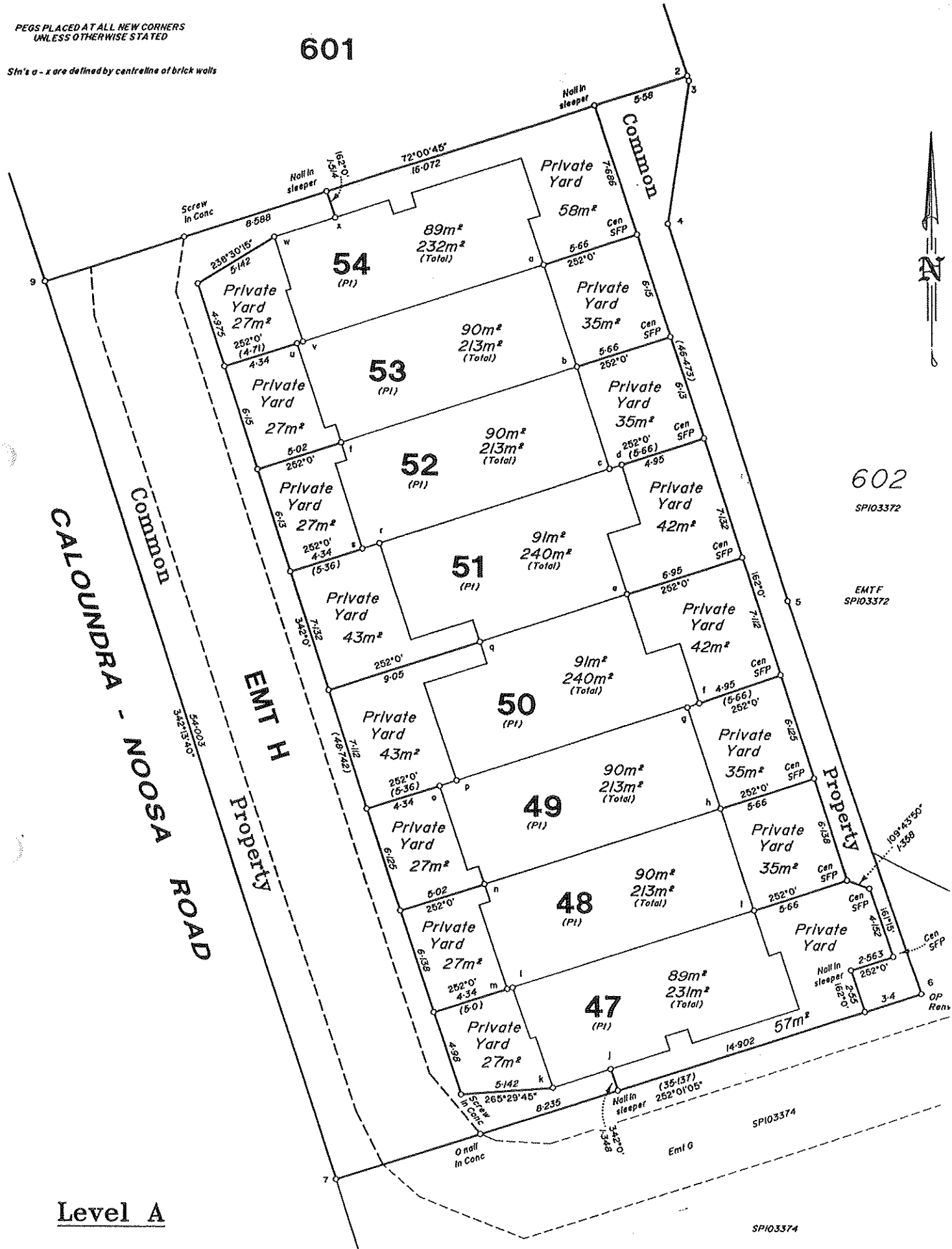
14. Insert
Plan
Number

SPI03375

PEGS PLACED AT ALL NEW CORNERS
UNLESS OTHERWISE STATED

Sin's a - x are defined by centreline of brick walls

601



602

SPI03372

EMTF
SPI03372

Level A

0 5 10 20 30 Meters
Original Scale 1:200

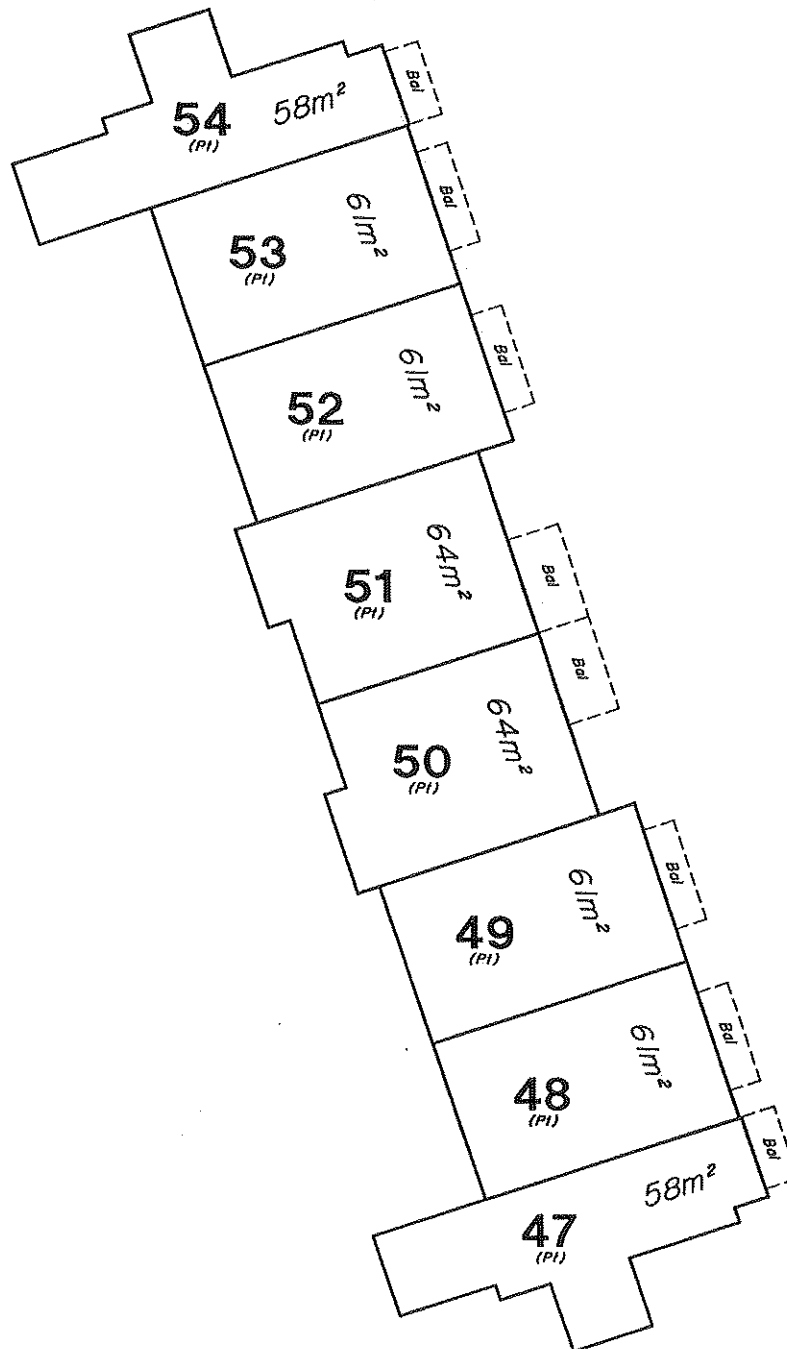
SPI03374

Emf G

SPI03374

State copyright reserved

Insert
Plan
Number
SPI03375



Level B



STN	TO	BEARING	DIST	MARKS	ORIGIN
1	OP	338°39'	3.272	in SW	SPI03371
1	ONail	236°42'	3.966	Pin	SPI03371
2	OP	336°58'	0.652		SPI03371
3	OP	160°00'20"	1.928		RP216650

REFERENCE

Director
Licensed Surveyor

Ken Hicks & Associates Pty Ltd ACN (010 278 823) hereby certify that the Company has surveyed the land comprised in this plan by Lee Robert Dumbell (Licensed Surveyor) for whose work the Company accepts responsibility and that the plan is accurate and that the said survey was performed in accordance with the Surveyors Act and the Surveyors Regulations and that the said survey was completed on 29 July 1998

Date 4/8/98

BAUHINIA DRIVE

AVE

602
1.921 ha

BUDERIM

601
6367m²

CALOUNDRA NOOSA ROAD

0 10 20 30 40 50 100 150 metres
Original Scale 1:1000

Plan of Lots 601 & 602

Cancelling Part Lot 4 on SPI03371 & Lot 600 on SPI03374

PARISH: MOOLOOLAH COUNTY: Canning

Meridian: SPI03371

F/N's: NO

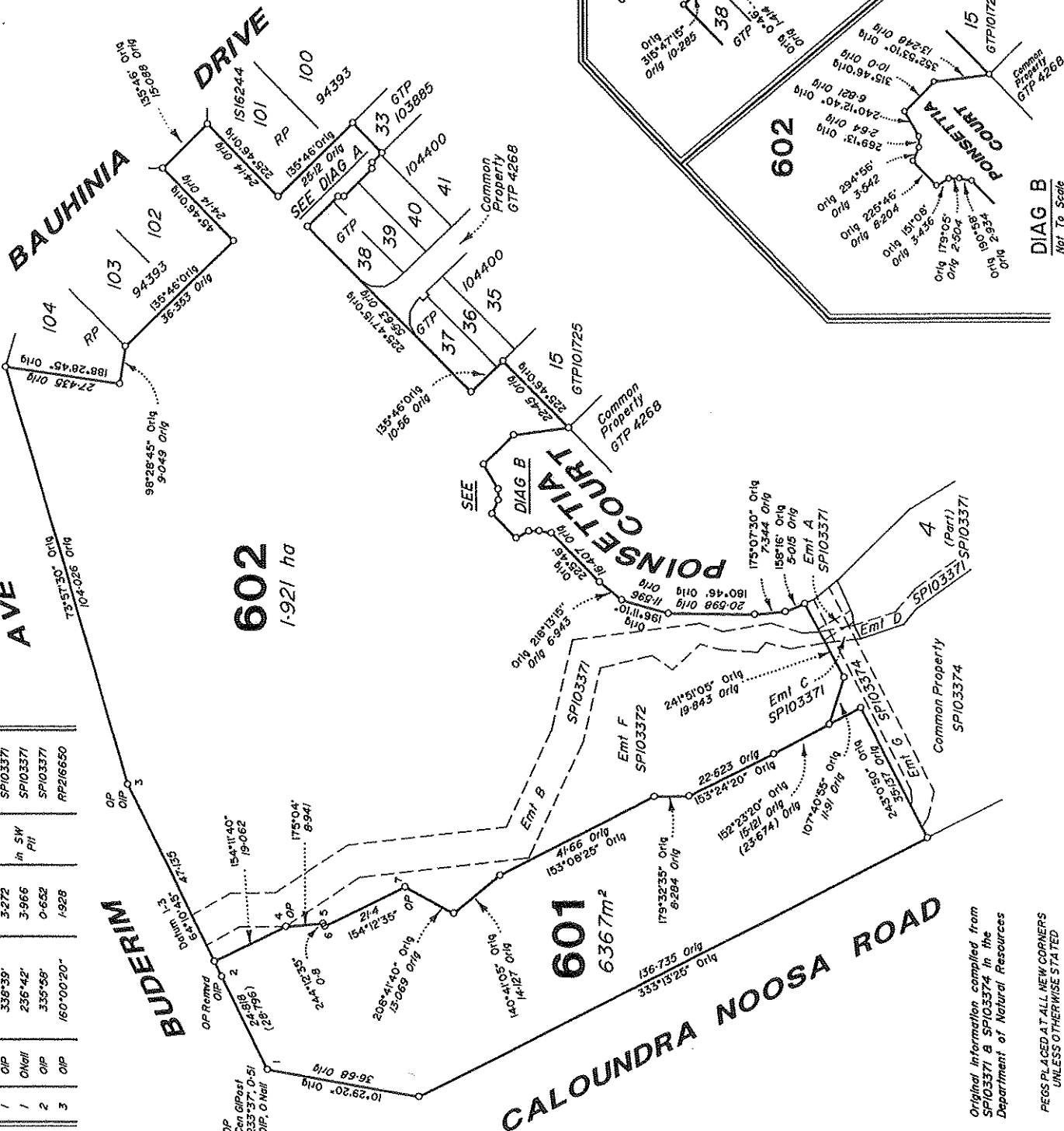
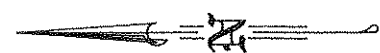
Scale: 1:1000

Format: STANDARD

SP108778

Plan Status:

Original information compiled from SPI03371 & SPI03374 in the Department of Natural Resources
PEGS PLACED AT ALL NEW CORNERS UNLESS OTHERWISE STATED



DIAG A
Not To Scale

DIAG B
Not To Scale

WARNING : Folded or Mutilated Plans will not be accepted.
Plans may be rolled.
Information may not be placed in the outer margins.

(Dealing No.)

Registered

5. Lodged by

(Include address, phone number, reference, and Lodger Code)

1. Certificate of Registered Owners or Lessees.

I/We ☒

(Names in full)

*as Registered Owners of this land agree to this plan and dedicate the Public Use Land as shown hereon in accordance with Section 50 of the Land Title Act 1994.

*as Lessees of this land agree to this plan.

Signature of *Registered Owners *Lessees

6. Existing

Title Reference

Lot

Plan

Created

Lots

Emts

Road

50217088
50219594

4
600

SP103371
SP103374

601 & 602
601

Easement	Lots to be encumbered
702636692	602
702636678	602
Easement	Lots fully benefitted
702636674	602
702744863	601

Easement for SP103372.
is partially surrendered.

* Rule out whichever is inapplicable

Local Government Approval.

* Maroochy Shire Council
hereby approves this plan in accordance with the :
% Integrated Planning Act 1997

POR 312

601 & 602

Orig

Lots

7. Portion Allocation :

8. Map Reference :

9544-43/23

9. Locality :

MOOLOOLABA

10. Local Government :

MAROOCHY S C

11. Passed & Endorsed :

Ken Hicks & Associates Pty Ltd
By : (ACN 010.278.823)
Date : 4-8-1998
Signed : L. D. Dumbell
Designation : Liaison Officer

12. Building Format Plans only.

I certify that :

- * As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road;
- * Part of the building shown on this plan encroaches onto adjoining * lots and road

Licensed Surveyor/Director * Date
* delete words not required

13. Lodgement Fees :

Survey Deposit \$
Lodgement \$
New Titles \$
Photocopy \$
Postage \$
TOTAL \$

14. Insert Plan Number
SPI08778

Dated this 18th day of August 1998

[Signature]
Manager Administration
Planning & Development
DELEGATED OFFICER
being the proper officer to
affix such seal.

* Insert the name of the Local Government.
// Insert designation of signatory or delegation

% Insert Integrated Planning Act 1997 or
Local Government (Planning & Environment) Act 1990

3. Plans with Community Management Statement :

X CMS Number :

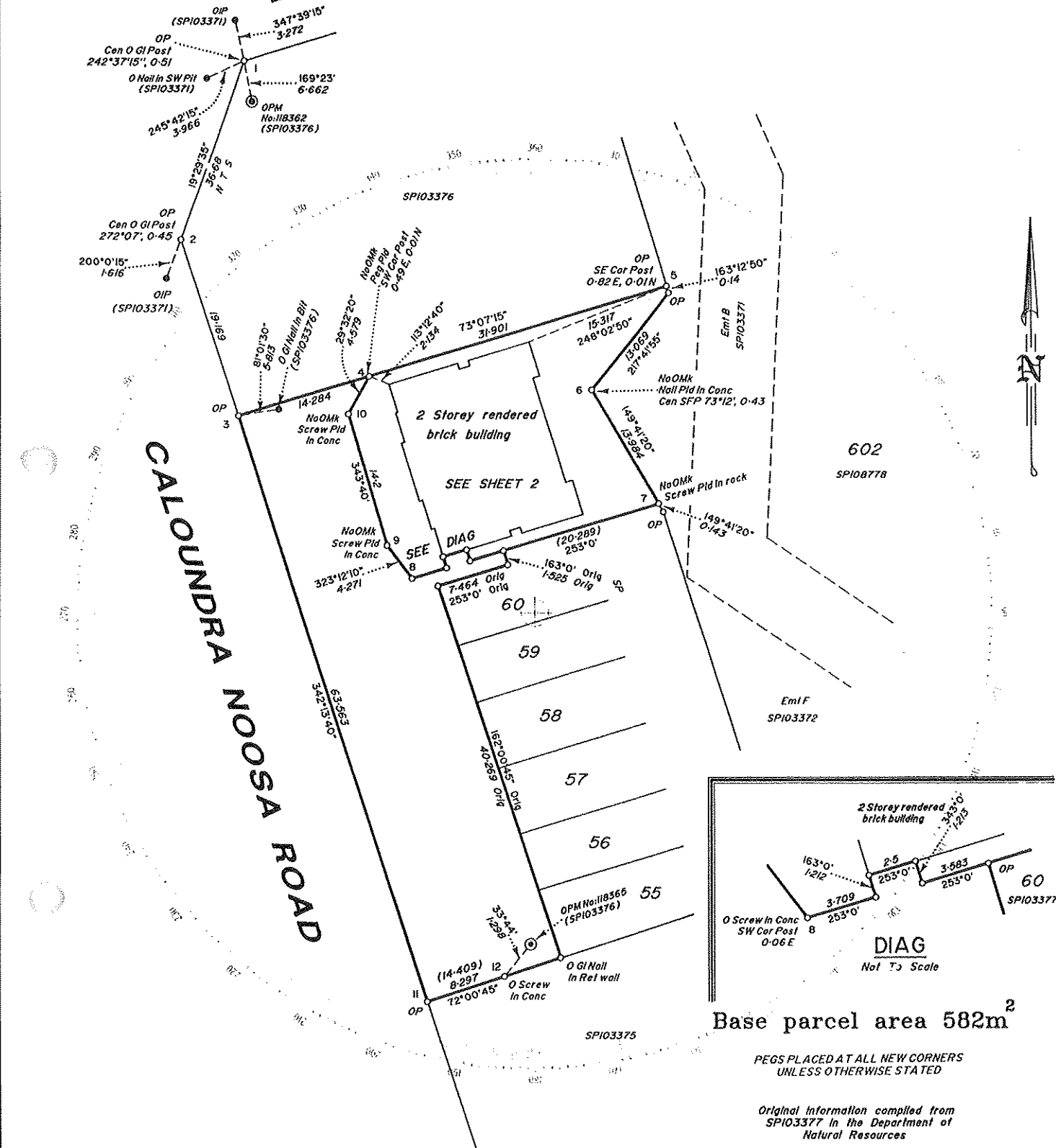
Name :

4. References :

Dept File :
Local Govt : D57037
Surveyor : 860514

BUDERIM AVE

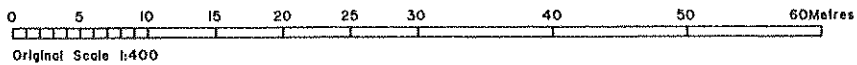
CALOUNDRA NOOSA ROAD



Base parcel area 582m²

PEGS PLACED AT ALL NEW CORNERS
UNLESS OTHERWISE STATED

Original information compiled from
SPI03377 in the Department of
Natural Resources



Ken Hicks & Associates Pty Ltd ACN (010 278 823) hereby certify that the Company has surveyed the land comprised in this plan by Gary Laurence Irving, (Lic Surv) & Kevin John McNabb (Surv Assoc) for whose work the Company accepts responsibility, that the plan is accurate, that the said survey was performed in accordance with the Surveyors Act 1977 and the Surveyors Regulation 1992 and that the said survey was completed on 17/10/99

Director: *[Signature]*
Director: *[Signature]*
Licensed Surveyor: *[Signature]*
Date: 12-10-99

**Plan of Lots 61 - 63
& Common Property**

Cancelling Lot 604 on SPI03377

PARISH: MOOLOOLAH COUNTY: Canning

Meridian: AMG VIDE SPI03377

F/N's: NO

Scale: 1:400

Format: BUILDING

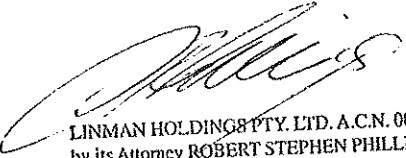



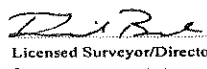
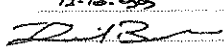
SP115720

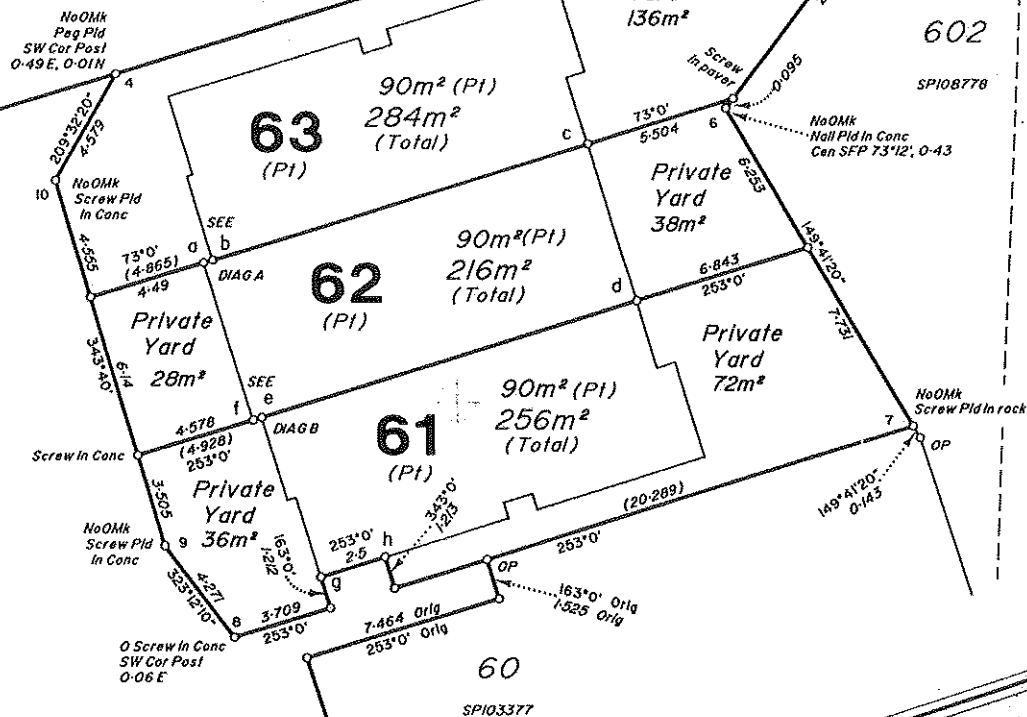
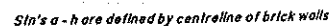
Plan Status:

State copyright reserved

(Dealing No)		WARNING : Folded or Mutilated Plans will not be accepted. Plans may be rolled. Information may not be placed in the outer margins.				
		Registered		6. Lodged by		
		(Include address, phone number, reference, and Lodger Code)				

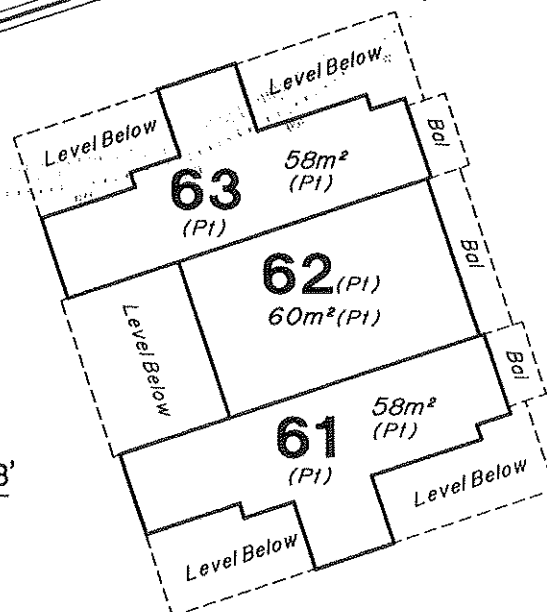
1. Certificate of Registered Owners or Lessees. 1446 LINMAN HOLDINGS PTY LTD ACN 005 408 177 (Names in full) *as Registered Owners of this land agree to this plan and dedicate the Public Use Land as shown hereon in accordance with Section 50 of the Land Title Act 1994. *as Lessees of this land agree to this plan. Sign of *Registered Owners *Lessees <div style="text-align: center;">  LINMAN HOLDINGS PTY. LTD. A.C.N. 005 408 177 by its Attorney ROBERT STEPHEN PHILLIPS under Power of Attorney No. 700688896 who hereby declares that he has not received notice of revocation thereof. </div> <div style="font-size: x-small;">* Rule out whichever is inapplicable</div>				6. Existing <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>Title Reference</th> <th>Lot</th> <th>Plan</th> </tr> <tr> <td>50276157</td> <td>604</td> <td>SP103377</td> </tr> </table>			Title Reference	Lot	Plan	50276157	604	SP103377	Created <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>Lots</th> <th>Emts</th> <th>Road</th> </tr> <tr> <td>61 - 63 a Common Property</td> <td></td> <td></td> </tr> </table>			Lots	Emts	Road	61 - 63 a Common Property		
Title Reference	Lot	Plan																			
50276157	604	SP103377																			
Lots	Emts	Road																			
61 - 63 a Common Property																					

2. Local Government Approval. * MAROOCHY SHIRE COUNCIL hereby approves this plan in accordance with the : % LOCAL GOVERNMENT (PLANNING & ENVIRONMENT) ACT 1990 <div style="text-align: center;"> Dated this <u>12th</u> day of <u>NOVEMBER 1999</u>  # <u>DIVISION SUPPORT CO-ORDINATOR</u> # <u>DELEGATED OFFICER</u> being the proper officer to affix such seal <div style="font-size: x-small;"> * Insert the name of the Local Government. # Insert designation of signatory or delegation % Insert Integrated Planning Act 1997 or Local Government (Planning & Environment) Act 1990 </div> </div>		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">POR 312</td> <td style="width: 50%;">61 - 63 a Common Property</td> </tr> <tr> <td>Orig</td> <td>Lots</td> </tr> </table>		POR 312	61 - 63 a Common Property	Orig	Lots	12. Building Format Plans only. I certify that : * As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road; * Part of the building shown on this plan encroaches onto adjoining lots and road <div style="text-align: right;">  <u>12-10-99</u> Licensed Surveyor/Director Date <div style="font-size: x-small;">* delete words not required</div> </div>	
POR 312	61 - 63 a Common Property								
Orig	Lots								
3. Plans with Community Management Statement : CMS Number : Name : <u>'EMERALD SPRINGS II'</u>		4. References : Dept File : Local Govt : <u>37016</u> Surveyor : <u>860514</u>		7. Portion Allocation : 8. Map Reference : <div style="text-align: right;">9544-4323</div>		9. Locality : <div style="text-align: center;">MOOLOOLABA</div>		13. Lodgement Fees : Survey Deposit \$ Lodgement \$ New Titles \$ Photocopy \$ Postage \$ TOTAL \$	
11. Passed & Endorsed : By : <u>Ken Hicks & Associates Pty Ltd</u> (010 270 823) Date : <u>12-10-99</u> Signed :  Designation : <u>Liaison Officer</u>		14. Insert Plan Number <div style="text-align: right; font-size: large;">SPII5720</div>							



SCALE
1:200

SCALE
1:200



WATER AND SEWERAGE YOUR BILL

1300 086 489
Emergencies and faults 24 Hours, 7 days
Account enquiries 8am-5pm Mon-Fri

unitywater.com
ABN 89 791 717 472

Account number 99751658
Payment reference 0997 5165 88
Property Emerald Springs II, Unit 62/1
Poinsettia Ct, MOOLOOLABA, QLD

Bill number 7127232150
Billing period 07 Feb 2025
97 days to 14 May 2025
Issue date 16 May 2025
**Approximate date
of next meter reading** 4 Aug 2025

Your account activity

Your last bill	Payments/ adjustments	Balance	New charges
-\$162.40 In credit	\$417.00	-\$579.40 In credit	\$436.30

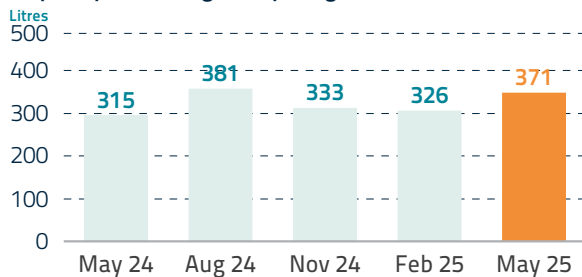
Smoothpay is set up for payment
of this account

Total **-\$143.10**

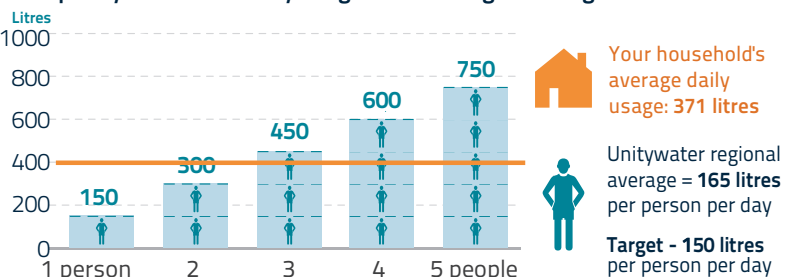
Please pay your agreed
Smoothpay instalments only

8% interest per annum, compounding daily, will apply to any amount not paid by the due date.

Compare your average daily usage over time



Compare your current daily usage with our regional target of 150 litres

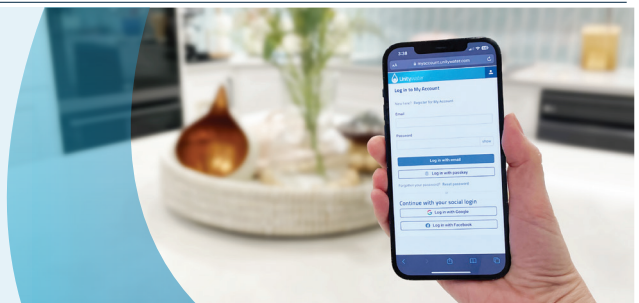


My Account

With new features, managing your account online
has never been easier.

Everything you need, right at your fingertips.

To find out more visit unitywater.com/myaccount



Easy ways to pay

For other payment options - see over



BPAY®
Biller Code: 130393
Ref: 0997 5165 88

Contact your bank or financial institution
to pay from your cheque, savings, debit,
credit card or transaction account.

Find out more at bpay.com.au

© Registered to BPAY Pty Ltd ABN 69 079 137 518



Direct Debit

Login to My Account at
unitywater.com to set up
automatic payments from your
bank account or credit card or
call us for assistance.

SmoothPay

Smooth out your bill payments across
the year with regular fortnightly or
monthly payments, interest free.

Find out more at
unitywater.com/smoothpay

Your account details



1300 086 489
Account enquiries

8am-5pm Mon-Fri

Water meter details

1 kilolitre (kL) = 1000 litres (L)

Meter ID	Previous read date	Previous reading (kL)	Current read date	Current reading (kL)	Usage (kL)	No. of days	Average daily usage (L)
UT2406617W	6 Feb 25	42	14 May 25	78	36	97	371.1
Total water usage					36	97	371.1
Total sewerage usage (waste and greywater) = 90% of water usage					32.40	97	334.0

Activity since last bill

Last bill		-\$162.40
Payments / adjustments		
10 Mar 2025	Direct Debit Credit Card Fixed	-\$139.00
8 Apr 2025	Direct Debit Credit Card Fixed	-\$139.00
8 May 2025	Direct Debit Credit Card Fixed	-\$139.00
Account balance		-\$579.40

Water and Sewerage Charges

Lot 62 Plan SP115720 Installation ID 1343680

State Bulk Water Price	Period	kL/day	x Days	x Price/kL	
State Govt Bulk Water	07 Feb 25 to 14 May 25	0.3711	97	\$3.444	\$123.98

This is how much Unitywater pays to purchase water from the State Government, and is passed on to customers at cost.

Unitywater (local government distributor-retailer price)

Variable Usage Charges	Period	kL/day	x Days	x Price/kL	
Water up to 822 L/day	07 Feb 25 to 14 May 25	0.3711	97	\$0.760	\$27.36
Sewerage up to 740 L/day	07 Feb 25 to 14 May 25	0.3340	97	\$0.760	\$24.62
Fixed Access Charges	Period	x No.	x Days	x Price/day	
Water Access 20mm	07 Feb 25 to 14 May 25	1	97	\$0.879	\$85.26
Sewerage Access	07 Feb 25 to 14 May 25	1	97	\$1.805	\$175.08

Water subtotal \$236.60
Sewerage subtotal \$199.70

New water and sewerage charges \$436.30

Total Due = ① + ② -\$143.10

Important information

Payment assistance

If you are having difficulty paying, please call Unitywater as soon as you receive your bill and before its due date to discuss how we can help.

Changing contact details

Login to My Account at unitywater.com for quick, easy changes online 24/7 or call us during business hours.

Pensioners

If you own and live at your property and have an eligible concession card, you may apply for a pensioner rebate. Please call Unitywater or fill out our easy online form at unitywater.com/pensioner

Credit card payments

Only MasterCard and Visa are accepted. A credit card surcharge may apply to your payment. Learn more at unitywater.com/creditcard

Interest on overdue amounts

Interest of 8% per annum, compounding daily, will apply to any amount not paid by the due date.

Water efficiency

For water efficiency tips, visit unitywater.com/water-tips

Interpreter service 13 14 50

当您需口译员时，请致电 13 14 50。
اتصل على الرقم 13 14 50 عندما تكون بحاجة إلى مترجم فوري.
Khi bạn cần thông ngôn, xin gọi số 13 14 50
통역사가 필요하시면 13 14 50 으로 연락하십시오.
Cuando necesite un intérprete llame al 13 14 50

Privacy policy

We've updated our privacy policy so that we can deliver improved services with trusted partners. Visit unitywater.com/privacy

International calls

+ 61 7 5431 8333

unitywater.com

PO Box 953

Caboolture QLD 4510

1300 086 489

More payment options



Credit card by phone or online

To make a one-off credit card (Visa or MasterCard only) payment call 1300 047 763 or go to unitywater.com. A credit card surcharge may apply.
Ref: 0997 5165 88



Cheques by mail

Send this portion with your cheque payable to: Unitywater, Locked Bag 2, Maroochydore BC QLD 4558



In person, by phone or online

Billpay Code: 4028

Ref: 0997 5165 88

Pay in person at any post office, call 13 18 16, or go to postbillpay.com.au



*4028 0997516588 00000000

Account number 99751658

Payment reference 0997 5165 88

Total \$0.00

Please pay your agreed Smoothpay instalments only

Rate notice

Customer enquiries: T 07 5475 7542 E rates@sunshinecoast.qld.gov.au



ABN 37 876 973 913

Half yearly rate notice for period

1 July 2025 to 31 December 2025

Issue date 22 July 2025
Property no. 103379
Valuation \$140,400
Payment reference no. 100013639
Due date for payment **22 August 2025**

Amount payable \$1,242.41


Property location: Emerald Springs II, 62/1 Poinsettia Ct MOOLOOLABA QLD 4557

Property description: LOT 62 SP 115720 EMERALD SPRINGS 11 INTEREST ENTITLEMENT 9/231 CONTRIBUTION ENTITLEMENT 10/291

Rates and charges	Units	Rate charged	Amount
Sunshine Coast Council rates and charges			
General Rate - Category 30		Minimum Rate =	793.15
Waste Bin - 240 Litre	1 x	\$501.00 x .5 =	250.50
Arts and Heritage Levy	1 x	\$20.00 x .5 =	10.00
Environment Levy	1 x	\$82.00 x .5 =	41.00
Transport Levy	1 x	\$43.92 x .5 =	21.96
State Government charges (Council required to collect on behalf of the State Government)			
State Emergency Management Levy: Class A Group 2	1 x	x .5 =	125.80
TOTAL:			\$1,242.41

Please review the enclosed Schedule of Rates to confirm your rate category and review the important notes overleaf.

Easy ways to pay:

**Biller Code:** 18259
Ref: 100013639

Mobile & Internet Banking – BPAY®
Make this payment from your cheque, savings, debit, credit card or transaction account.



Pay in store at Australia Post, or online at auspost.com.au/postbillpay



*214 100013639



Call **13 18 16** and follow the prompts
Credit Card: MasterCard and Visa
Billpay Code: 0214 Reference: 1 0001 3639



Go to www.sunshinecoast.qld.gov.au, click on 'Pay and Apply' and follow the prompts.
Reference: 1 0001 3639
MasterCard and Visa

Rates and payment information

Rates and charges for the land described in this notice must be paid by the due date detailed on the front of this notice. Rates and charges have been made and levied by Sunshine Coast Council in accordance with the *Local Government Act 2009* and *Local Government Regulation 2012*.

Why check your rate category?

It is the property owner's responsibility to confirm rates and charges are correct when the rate notice is issued. This timely action is important because if you request another rate category, by submitting a rate category objection, the maximum adjustment is limited to 12 prior months. Please refer to the Schedule of Rates issued with this notice.

Is interest charged?

Council charges interest of 8 per cent per annum (compounding daily) on overdue rates. This applies to rates and charges not paid by the due date (except where a payment arrangement is approved before the due date for payment on this notice).

Having difficulty paying your rates?

If you can't pay the full amount by the due date, you can set up a payment plan. Please contact Council before the due date to arrange this. Visit Council's website and choose the "Pay your rates" option under "How can we help?" or you can email rates@sunshinecoast.qld.gov.au.

Does Council offer a rate concession for pensioners?

If you hold a Pensioner Concession Card or Veteran Affairs Gold Card and live in a property you own in the Sunshine Coast Council area, you may be eligible for the State Pensioner Rate Subsidy and Council's Pensioner Rate Concession. For more details, visit Council's website or contact Council's Customer Service Centre.

Are legal and professional costs shown on the rate notice?

Overdue rates and charges may be recovered by legal process. Legal and professional costs are incurred when a Statement of Claim has been filed with the Magistrates Court for the recovery of overdue rates and charges. These costs are not considered an overdue rate or charge until judgment has been entered.

State levy information

State Government Emergency Management Levy

This levy is set by the State Government and is required to be collected by Council and submitted to the State Government in accordance with the *Fire Services Act 1990*. For queries about the levy, contact the Queensland Fire Department on 137 468 or visit www.fire.qld.gov.au.

State Waste Levy

The State Government has paid \$10,322,376 to Council to mitigate the impact of the Queensland Waste Levy on households, however this does not cover the full cost to Council.



Help us help the environment

Already receive your rate notice via email? Thank you for helping us save paper.

Still receiving a printed copy? Switch to email - it's easy and convenient.

Simply register for a MyCouncil account or log in to your existing account at mycouncil.sunshinecoast.qld.gov.au and change your delivery method to email.

Other payment options:



By mail

Post your cheque (must include barcode from the easy ways to pay on the front page) to Sunshine Coast Council Locked Bag 72 Sunshine Coast Mail Centre, Qld 4560



Pay in person at any Council office

8.30am to 4.30pm weekdays.

Caloundra:

77 Bulcock Street

Maroochydore:

54 First Avenue

Nambour:

Corner Currie and Bury Street



Direct debit

Automatically pay your six-monthly rates without lifting a finger through a direct debit. You can also spread your payments throughout the year to manage your finances better.

Periodic direct debit

You can choose to have a set amount deducted from your bank account weekly, fortnightly or monthly. This allows you to pay ahead of time, helping you manage your budget.

If there's a remaining balance on your rate notice on the due date, you can arrange to have this balance automatically deducted as well. Otherwise, you will need to make this payment yourself.

Set and forget direct debit

Have the full amount of your rate notice deducted from your bank account on the due date. This will apply to all rate notices, including supplementary and six-monthly notices.

Sign up Simply visit mycouncil.sunshinecoast.qld.gov.au to set up your direct debit payment plan.



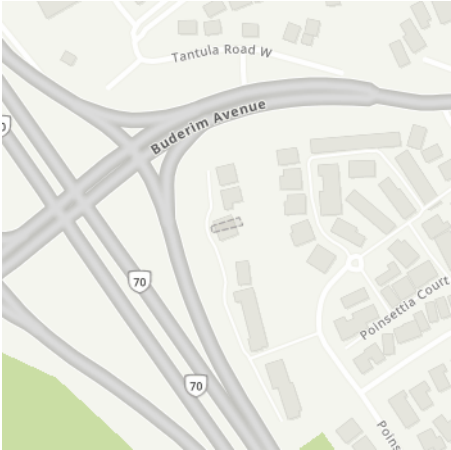
Pay using your smart phone

Download the Sniip App and scan the code to pay now.





[Review responses online](#) ↗



Received 5 of 5 responses
All responses received

1 Poinsettia Court, Mooloolaba QLD 4557

Job dates
28/07/2025 → 31/07/2025

These plans expire on
23 Aug 2025

Authority	Status	Page
BYDA Confirmation		2
Energex QLD	Received	4
NBN Co Qld	Received	42
Sunshine Coast Regional Council	Received	53
Telstra QLD South East	Received	57
Unitywater North	Received	66

Contact Details

Company

-

Enquirer ID

3735932

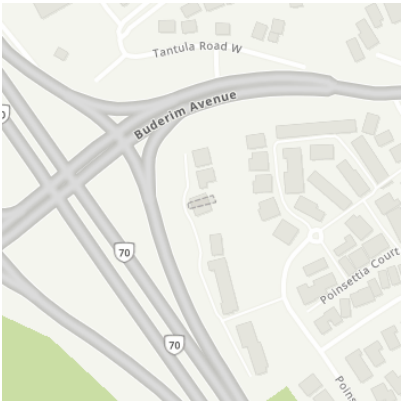
Address

Poinsettia Court
Mooloolaba Qld 4557

Job Site and Enquiry Details

WARNING: The map below only displays the location of the proposed job site and does not display any asset owners' pipe or cables. The area highlighted has been used only to identify the participating asset owners, who will send information to you directly.

Enquiry date	Start date	End date	On behalf of	Job purpose	Locations	Onsite activities
26/07/2025	28/07/2025	31/07/2025	Private	Excavation	Private	Mechanical Excavation



Check that the location of the job site is correct. If not, you must submit a new enquiry.

If the scope of works change or plan validity dates expire, you must submit a new enquiry.

Do NOT dig without plans. Safe excavation is your responsibility. If you don't understand the plans or how to proceed safely, please contact the relevant asset owners.

User Reference	Address	Notes/description
looking for services passing through site	1 Poinsettia Court Mooloolaba QLD 4557	-

Your Responsibility and Duty of Care

- **Lodging an enquiry does not authorise project commencement.** Before starting work, you must obtain all necessary information from all affected asset owners.
- If you don't receive plans within 2 business days, contact the asset owner & quote their sequence number.
- Always follow the 5Ps of Safe Excavation (page 2), and locate assets before commencing work.
- Ensure you comply with State legislative requirements for Duty of Care and safe digging.
- If you damage an underground asset, you MUST advise the asset owner immediately.
- By using the BYDA service, you agree to the [Privacy Policy](#) and [Term of Use](#).
- For more information on safe digging practices, visit www.byda.com.au

Asset Owner Details

Below is a list of asset owners with underground infrastructure in and around your job site. It is your responsibility to identify the presence of these assets. Plans issued by Members are indicative only unless specified otherwise. Note: not all asset owners are registered with BYDA. You must contact asset owners not listed here directly.

Referral ID (Seq. no)	Authority Name	Phone	Status
258555701	Energex QLD	13 12 53	NOTIFIED
258555699	NBN Co Qld	1800 687 626	NOTIFIED
258555698	Sunshine Coast Regional Council	(07) 5475 8719	NOTIFIED
258555702	Telstra QLD South East	1800 653 935	NOTIFIED
258555700	Unitywater North	1300 086 489	NOTIFIED

END OF UTILITIES LIST



Plan

Plan your job. Use the BYDA service at least one day before your job is due to begin, and ensure you have the correct plans and information required to carry out a safe project.



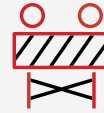
Prepare

Prepare by communicating with asset owners if you need assistance. Look for clues onsite. Engage a skilled Locator.



Pothole

Potholing is physically sighting the asset by hand digging or hydro vacuum extraction.



Protect

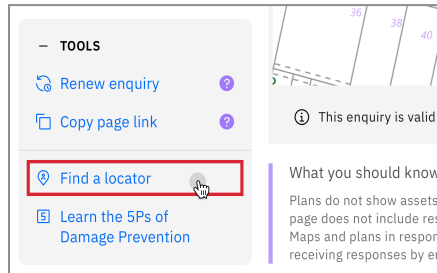
Protecting and supporting the exposed infrastructure is the responsibility of the excavator. Always erect safety barriers in areas of risk and enforce exclusion zones.



Proceed

Only proceed with your excavation work after planning, preparing, potholing (unless prohibited), and having protective measures in place.

Engage a skilled Locator



When you lodge an enquiry you will see skilled Locators to contact

Visit the Certified Locator website directly and search for a locator near you

certloc.com.au/locators

Get FREE Quotes for Contractors & Equipment Fast



GET QUOTE

Use isseekplant's FREE marketplace to get quotes for the equipment or services you need on your project. Compare quotes from trusted local contractors and get your project done on time and in budget.

1. Fill out your job details in our FREE quick quote form.
2. We send the request to trusted local contractors.
3. The local contractors will contact you directly with quotes

Use isseekplant to find trusted contractors near you today, visit:
blog.isseekplant.com.au/byda-isp-get-quotes

Book a FREE BYDA Session



BOOK NOW

BYDA offers free training sessions to suit you and your organisation's needs covering safe work practices when working near essential infrastructure assets. The free sessions are offered in two different formats - online and face-to-face.

To book a session, visit:
byda.com.au/contact/education-awareness-enquiry-form

Referral
258555701

Member Phone
13 12 53

Responses from this member

Response received Sat 26 Jul 2025 8.47pm

File name	Page
Response Body	5
Working Near Overhead and Underground Electric Lines.pdf	8
Energex BYDA Terms and Conditions.pdf	36
258555701 - Energex Plan.pdf	41

Assets and Planned Assets found Before You Dig Australia (BYDA) Request

Please DO NOT SEND A REPLY to this email as it has been automatically generated and replies are not monitored.

Our search has revealed there is existing and planned Energex Assets within the defined search area.

They are shown on the attached plan.

There is a possibility the planned Assets may have been installed prior to your enquiry.

You:

Stephen Woolcott

BYDA Enquiry No:

258555701

Company:

Not Supplied

Date of Response:

26 Jul 2025

Search Location:

1 Poinsettia Court
Mooloolaba,
QLD 4557

Period of Plan Validity:

4 Weeks

External Comments (if any):

WARNING: When working in the vicinity of Energex's Assets You have a legal Duty of Care that must be observed.

It is important that You note:

1. Immediately report life threatening emergencies to Emergency Services on **000** or to ENERGEX on **13 19 62**.
2. Please read and understand all the information and disclaimers provided - including the Terms and Conditions on the attached pages.
3. We have only searched the area which has been nominated in the request. If this nominated area is not what You require, please resubmit another enquiry with BYDA.
4. Plans provided by ENERGEX are only an indication of the presence of underground assets within the nominated area. Locations provided are approximate and the plans are not suitable for scaling purposes, as exact ground cover and alignments cannot be provided. You must confirm the exact location of underground electrical equipment by use of an electronic cable locator followed by careful, non-mechanical excavation (ie, potholing).
5. Plans provided by ENERGEX do not encompass ENERGEX's overhead Assets.
6. ENERGEX, its servants or agents shall not be liable for any loss or damage caused or occasioned by the use of plans and details supplied pursuant to the BYDA Request and You agree to indemnify ENERGEX against any claim or demand for any such loss or damage to You, Your servants or Your agents.

7. You are responsible for any damage to Assets caused by works pursuant to or in any way connected with this BYDA Request.
8. In addition to Assets marked on attached plan, there could be underground earth conductors, underground substation earth conductors, Multiple Earthed Network (MEN) conductors, Single Wire Earth Return (SWER) Substation Earth Conductors, Air Break Switch (ABS) Earth Mats or Consumer Mains in the vicinity or private underground cables (inc. consumers' mains that may run from ENERGEX mains onto private property) in the vicinity of the nominated work area(s) that are not marked on the plans.
9. Independent underground cable locators can be found via the [Certified Locator website](#) with LV Cable (up to 1kV), HV Cable (1kV-<33kV) & HV cable (33kV and over) displayed.
10. The ENERGEX Before You Dig Australia (BYDA) information map(s) provide the vicinity of underground cable and will not be adequate for conveyancing purposes. A Request for Search (Property Search) can be arranged through ENERGEX.
11. The attached plans are only valid for a period of four weeks from receipt. If excavation does not commence within four weeks, a new plan must be obtained.
12. The ENERGEX BYDA map (named maps.pdf) may contain shaded area(s), indicating the location of planned work(s). Should You find planned works that You believe may affect Your planned work(s), please contact the ENERGEX BYDA team on the details listed below.
13. ENERGEX may contact You to discuss Your proposed excavation in the vicinity of feeders identified on the attached plan(s).
14. Do not access any Assets, for example conduits, cables, pits or cabinets.
15. Your work will need to comply with:
 - [Working near overhead and underground electric lines - Electrical safety code of practice 2020](#)
 - [Managing Electrical Risk in Workplace Electrical Safety Code of Practice \(2013\)](#)
 - [Excavation Work Code of Practice \(2021\)](#)
16. **NOTE:** Where Your proposed work location contains ENERGEX 33kV or greater Underground cables please access the [Energex before you dig Website](#) for more information.

General enquiries (7:00am - 5:30pm Mon to Fri) **13 12 53**
Life threatening emergencies only triple zero (000) or **13 19 62**

To re-submit or change the nominated search area please visit BYDA.com.au

E: custserve@energex.com.au

E: byda@energyg.com.au

ABN: 40 078 849 055



Disclaimer: While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Energex nor PelicanCorp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.

If you are unable to launch any of the files for viewing and printing, you may need to download and install free viewing and printing software such as [Adobe Acrobat Reader \(for PDF files\)](#)



Scan to provide feedback

ELECTRICITY ENTITY REQUIREMENTS - WORKING NEAR OVERHEAD AND UNDERGROUND ELECTRIC LINES



Part of Energy Queensland

Purpose: This instruction describes Electricity Entity requirements for working or operating plant near any Electricity Entity Overhead or Underground electric lines.

Scope: This instruction applies to anyone who may be contemplating working or operating plant near any Electricity Entity Overhead or Underground electric lines.

Person responsible for ensuring compliance with this Work Practice:	All EQL employees have responsibility to comply with listed controls.
Measures in place to ensure compliance with the Work Practice:	Team Leaders must provide appropriate supervision and / or assurance in addition to formal assurance activities performed by EQL.
Person(s) responsible for reviewing the Work Practice:	Prior to any task listed on this Work Practice being performed, the contents must be understood by all workers exposed to the hazard on site. (i.e. using HazChat).
Work Practice control and guidance to be reviewed:	All controls for this task must be verified, monitored, and maintained by crews for the duration of works.

Key tools and equipment: N/A

Note:

Prior to works commencing the contents of supporting Work Practices must be understood.

If at any time the control or procedural guidance in this Work Practice cannot be applied or are not suitable, work must cease, and advice must be sought from your leader or a Technical SME before proceeding.

Work Practices may be provided as a means of sharing hazard and control information to EQL contractors. But it is the responsibility of the contractor to provide their own safe system of work (including, consultation, training, instruction, and supervision to reduce risk SFAIRP)

[Table of Contents](#)

1. ABOUT THIS GUIDE

This guide to working near the Electricity Entity network is designed to assist any person working, contemplating work or operating plant near any Electricity Entity overhead or underground electric lines to meet their duties under the Work Health and Safety Act 2011, Electrical Safety Act 2002, Electrical Safety Regulation 2013 and relevant Codes of Practice including Electrical Safety Code of Practice 2020 Working Near Overhead and Underground Electric Lines and help to identify the steps needed to ensure risks are minimised for all who work or are likely to be affected by the work in these situations.

“The Electrical Code of Practice 2020 Working Near Overhead and Under Ground Electric Lines” provides practical advice on ways to manage electrical risk when working near electric lines including the exclusion zones that apply. An electronic copy of this Code of Practice as well as, Electrical Safety Act and Regulation is available at the Queensland Government Electrical Safety Office web site at <https://www.worksafe.qld.gov.au/electricalsafety>. You should obtain a copy and read this material, to enable you to fully understand your obligations, and prospective means of complying with them.

1.1. Who does the Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines and Electricity Entity Requirements apply to?

A person, worker or Person Conducting a Business or Undertaking (PCBU) at a workplace is required to comply with the requirements of Electrical Safety Regulation 2013 Part 5 Overhead and Underground Electric Lines and Electrical Safety Code of Practice 2020 Working Near Overhead and Underground Electric Lines to ensure that no person, plant or thing comes within an unsafe distance (exclusion zone) of an overhead electric line. Compliance with these regulatory requirements is essential to reduce the risk of electric shock and contact with Electricity Entity electric lines and other assets which can have deadly consequences.

Examples of work activities where risk of person, plant or equipment coming near or into contact with overhead electric lines include but are not limited to:

- Pruning or felling trees or vegetation near overhead electric lines, including the service wire into a building.
- Carrying out building work, scaffolding or demolition adjacent to overhead electric lines.
- Painting fascia, replacing roofing, guttering or external cladding near service line point of entry to a building.
- Operating cranes, tip trucks, cane harvesters, elevated work platforms, fork lifts, grain augers, excavators, irrigators, etc near OH electric lines.
- Erecting or maintaining advertising signs or billboards near overhead electric lines.
- Dam or levee bank construction.

Examples of work activities that could involve risk of damage to underground cables or earthing systems include but are not limited to:

- Digging holes, excavating, sawing, trenching, under boring, sinking bore holes, earthworks or laying cables, pipes, etc or driving implements into the ground (e.g. star pickets, fence posts) near where underground cables or earthing systems may be located.

1.2. Are you working or planning to work near overhead or underground electric lines?

Electrical Safety Regulation Section 68 requires that before carrying out any work at a workplace where there is a risk of any person, plant or thing encroaching the exclusion zone of overhead electric lines, the person, worker or PCBU is required to ensure that the potential hazards are identified, a risk assessment conducted and the necessary control measures implemented to minimise electrical safety risks to ensure the safety of all workers and other persons at the workplace. The Electrical Safety Regulation 2013 and Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines detail the Exclusion Zones that must be maintained.

1.2.1 Work near overhead electric lines

Where a risk assessment has been conducted and control measures implemented in accordance with requirement of Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines and Electricity Entity Requirements (this document) and it has identified that exclusion zones from overhead electric lines cannot be maintained, the person, worker or PCBU is then required to contact Electricity Entity and request written Safety Advice (refer Section 1.3 below).

The person, worker or PCBU shall be required to maintain exclusion zones until such times as the Electricity Entity has provided written Safety Advice. A person, worker or PCBU would not be required to contact the Electricity Entity and request a written Safety Advice where their risk assessment and implemented control measures ensure that exclusion zones from overhead electric lines will be maintained throughout performance of work to be undertaken at a particular site.

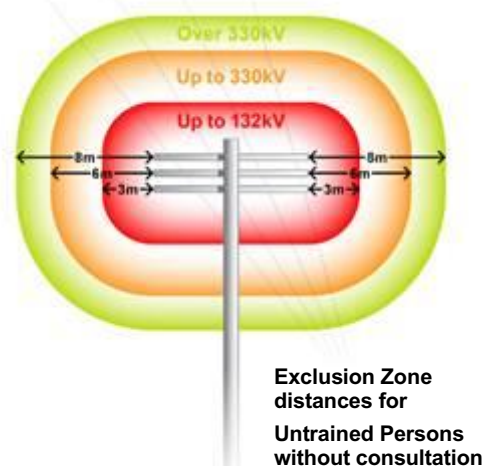
1.2.2 Exclusion Zones

An exclusion zone is a safety envelope around an overhead electric line. No part of a worker, operating plant or vehicle should enter an exclusion zone while the overhead electric line is energised (live).

Exclusion zones keep people, operating plant and vehicles a safe distance from energised overhead lines.

You must keep yourself and anything associated with the work activity out of the exclusion zone (e.g. a safe distance) unless it is not reasonably practicable to do so; and the person conducting a business or undertaking complies with the requirements of Section 68(2) of the Electrical Safety Regulation in relation to:

- conducting a risk assessment.
- implementing control measures
- adhering to any requirements of an Electricity Entity responsible for the line.



Exclusion Zone – Untrained Person (distances in mm)

Nominal phase to phase voltage of electric line	Untrained Person		
	Person	Operating Plant	Operating Vehicles
Insulated LV: Consultation with and verified by AP (Electrical)	No exclusion zone prescribed	1000	300
LV with NO consultation with Electricity Entity	3000	3000	600
LV With consultation with Electricity Entity	1000		
>LV up to 33 kV with NO consultation with Electricity Entity	3000		900
LV up to 33 kV with consultation with Electricity Entity	2000		
>33 kV up to 132 kV	3000		2100
>132 kV up to 220 kV	4500	6000	2900
>220 kV up to 275 kV	5000		

Information extracted from Electrical Safety Regulation 2013 Schedule 2

Exclusion Zone – Instructed Person and Authorised Person (distances in mm)

Nominal phase to phase Voltage of electric line	Instructed Person (IP) & Authorised Person (AP)		
	AP and IP	Operating Plant with Safety Observer or another Safe System of work	Operating of Vehicles
Insulated LV: Consultation with and verified by AP (Electrical)	No exclusion zone prescribed	No exclusion zone prescribed	No exclusion zone prescribed
LV	No exclusion zone prescribed	1000	600
>LV up to 33 kV	700	1200	700
>33 kV up to 50 kV	750	1300	750
>50 kV up to 66 kV	1000	1400	1000
>66 kV up to 110 kV		1800	
>110 up to 132	1200		1200

Information extracted from Electrical Safety Regulation 2013 Schedule 2

1.2.3 Work near underground electrical lines (underground electrical assets)

Before carrying out any earthworks at a location, the person, worker or PCBU is required to ensure that the potential hazards are identified, a risk assessment conducted and the necessary control measures implemented to minimise the risk of damaging identified or unidentified underground electrical assets and to ensure the safety of all workers and other persons at the workplace. The Electrical Safety Regulation 2013 and Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines and Electricity Entity Requirements detail the requirement for work near underground electric lines.

There is no exclusion zone applicable for underground electrical assets – conduits, cables (unless cable is damaged, or conductors or terminations have been exposed) therefore there is **no requirement for a written Safety Advice** to be requested by a person, worker or PCBU, or issued by an electricity entity for work at a site that only involves identified or unidentified underground electrical assets (e.g. does not involved overhead electric lines or other exposed live parts within the work location).

1.3. Obtaining Safety Advice

To obtain written Safety Advice where identified as being required in Section 1.2.1 above, complete and return (by fax or email) the applicable Safety Advice Request Form which is accessible via the electricity entity website link on page 9:

- Energex Form - Application for Safety Advice – Working near Energex exposed live parts
- Ergon Energy Safety Advice Request Form

PROCEDURE / INSTRUCTIONS

On receipt, the Electricity Entity will contact the Applicant to advise date and time to meet at site to provide written Safety Advice. It is advisable to bring to the meeting your copy of the Electrical Safety Code of Practice 2020 Working Near Overhead and Underground Electric Lines (and Before You Dig Australia Plan for location of underground assets where required), as reference to this will be necessary during the meeting. Written Safety Advice and/or other control measures provided by the Electricity Entity may incur a fee.

Failure to adhere to the Electrical Safety Regulation Section 68 requirements and mandatory control measures as documented on written Safety Advice as issued will result in written non-compliance advice being sent to the Electrical Safety Office.

Where this work is required to occur on a regular basis at a workplace, the PCBU may consider arranging to have one or more employees trained and subsequently accredited with the Electricity Entity as Authorised Persons.

1.4. Authorised Person and how to become one?

Under the Electrical Safety Regulation 2013, the exclusion zones for working near or operating plant or vehicles near exposed, low voltage or high voltage electric lines vary depending on whether a person is classed as an “Untrained Person”, “Authorised Person” or “Instructed Person”. An Authorised Person is permitted to carry out work closer to the electric lines than an Untrained Person (refer Electrical Safety Code of Practice 2020 Working Near Overhead and Underground Electric Lines Appendix B Exclusion Zones for Overhead Electric Lines).

To become an Authorised Person, the employer / self-employed person must first satisfy the “person in control” of the electric line, in this case the Electricity Entity, that their Applicants possess the required competencies. They must then apply in writing to Electricity Entity for approval.

Removal or replacement of LV service fuse to permit work on consumers’ mains, installation switchboard, consumer’s terminals or eliminate an exclusion that would exist requires the Electrical Mechanic to hold a current Queensland Electrical Mechanic Licence and perform the work in accordance with their documented safe system of work.

NOTE: It is not permissible to replace a blown LV service fuse(s) after loss of supply to consumer’s installation or to alter Electricity Entity LV aerial services.

1.5. Contacting Electricity Entity for Safety Advice or Authorised Person Enquiries

By phone

- call Electricity Entity on General Enquiries phone number (refer page 3).

By email

- **Energex:** custserve@energex.com.au or authorisedperson@energex.com.au
- **Ergon Energy:** safetyadvice@ergon.com.au

Website

- **Energex:** <https://www.energex.com.au/home/safety/working-near-powerlines>
- **Ergon Energy:** <https://www.ergon.com.au/network/safety/business-safety/the-outdoor-workplace/working-near-powerlines>

2. OVERHEAD ELECTRIC LINES

The following table sets out preparatory work options that may be required to be performed by the Electricity Entity (or electrical contractor where identified as being permitted who is an Authorised Person - Electrical) to assist a person, worker or PCBU in minimising the electrical safety risks of, encroaching within the exclusion zone or contact with electric lines.

Category of work		Description	Costing arrangement
Safety Advice	Base information	Provide Safety Advice	Nil cost to customer
LV Service isolation	1. Isolation carried out by customer's electrical contractor	Isolation of overhead or underground service by removal of the service fuse(s). (Preferred option to isolate supply and eliminate the exclusion zone).	No involvement by the Electricity Entity. May be a cost charged by the customer's electrical contractor.
	2. Isolation carried out by Electricity Entity	Customer requested isolation of overhead or underground service by removal of the service fuse(s); or Customer requested physical disconnection and reconnection of overhead or underground service.	Cost to customer.
Insulation integrity verification	3. Verification of insulation integrity to reduce exclusion zone to no exclusion zone prescribed e.g. no contact permitted	Verification of insulation integrity to classify as insulated service – Insulation integrity can only be verified at the time of inspection – visual inspection is required before confirmation in all cases. When service insulation integrity verified - no exclusion zone prescribed e.g. no contact permitted.	Cost to customer.
Service replacement	4. Open wire service, service fuse(s) at house/building	Replacement of service with new XLPE service cable and service fuse(s) installed at origin (pole end) of service to allow isolation of service. Insulation integrity can be verified for new XLPE services at the time of installation – visual inspection is required before confirmation.	Nil cost to customer for service replacement. Customer responsible for necessary installation, Mains Connection Box and service support bracket upgrade and associated costs if required.
		Service installations where: a. the consumer's mains cannot be insulated and an exclusion zone must be maintained, and b. the service cannot be isolated at the service fuse. Service to be isolated by breaking the service cable connection to the LV mains at the pole. Service fuse(s) to be installed at origin (pole end) of service prior to reconnection.	Nil cost to customer for first disconnection and reconnection. Cost to customer for subsequent requests.

Category of work		Description	Costing arrangement
	5. All other service replacements	Customer requested replacement of existing service with new XLPE service cable to classify as insulated service, in lieu of isolation, to allow work close (no exclusion zone prescribed e.g. no contact permitted). Service fuse(s) to be installed at origin (pole end) of service.	Cost to customer for service replacement. Customer responsible for necessary installation, Mains Connection Box and service support bracket upgrade and associated costs if required.
Tiger Tails	6. Installation of Tiger Tails (for visual indication only – not for providing electrical insulation of LV mains)	Customer requested coverage of LV mains for visual indication only (not permitted on HV mains). The Entity may also fit tiger tails to LV service line for visual indication only.	Cost to customer.
Aerial Markers	7. Installation of aerial marker flags or balls (for visual indication only)	Customer requested temporary or permanent installation of appropriate aerial marker devices on LV or HV mains.	Cost to customer.
Switching	8. Customer requested switching	Customer requested switching to allow customer/contractor to work close (no exclusion zone prescribed e.g. no contact permitted).	Cost to customer.

2.1. Isolation of supply to customer installation to eliminate exclusion zone around LV service line

An Electrical Mechanic (holding current Queensland Licence) working on behalf of an electrical contractor and accredited with the Electricity Entity as an Authorised Person (Electrical) is permitted to remove and replace LV service fuse(s) when isolation of customer LV service line is required to eliminate the exclusion zone around the LV service line, or to work on the customer's mains and/or switchboard. Isolation of the customer's LV service line by an Authorised Person (Electrical) is only permitted at an underground service pillar or service pole by removing a fuse wedge(s) from a service line, in accordance with Electricity Industry practices e.g. from ground level using appropriate insulated tools, PPE and insulating mats. In those situations where the service fuse/circuit breaker is not located at supply end of the LV service, contact the Electricity Entity to arrange for Safety Advice where elimination of exclusion zone around LV service line is required.

Any controls used by the Authorised Person (Electrical) to identify and confirm isolation and ensure supply to the customer's installation is not inadvertently re-energised shall comply with Electrical Safety Regulation 2013 Section 14 and 15 requirements.

NOTE: The Authorised Person (Electrical) will not be permitted to replace a blown LV service fuse(s) after loss of supply to a customer's installation or to alter the Electricity Entity overhead LV services. The low voltage pole top service fuse shall only be removed by use of an approved, in test, insulated telescopic pole device while standing at ground level and wearing class 00 insulating gloves. At no time is it permissible for an Authorised Person (Electrical) to climb or work aloft on the Electricity Entity's poles or assets unless approved by the Electricity Entity.

2.2. Operating Plant

It can be extremely difficult for operating plant operators to see overhead lines and to judge distances from them. Contact with overhead lines can pose a risk of grounding live conductors and electrocution.

In many cases the likelihood of damage or injury can be reduced by setting up and operating the machinery well clear of overhead electric lines.

PROCEDURE / INSTRUCTIONS

In situations where operating plant is operated by an Authorised Person or Instructed Person without a Safety Observer or another safe system, the exclusion zone requirements (refer Section 1) for an Untrained Person applies (refer Electrical Safety Regulation 2013 Schedule 2 or Electrical Safety Code of Practice 2020 Working Near Overhead and Underground Electric Lines).

For an Authorised or Instructed Person and their Operating Plant to approach overhead electric lines closer than the exclusion zone distances for an Untrained Person, a Safety Observer or another safe system shall be used. Refer to the Electrical Safety Regulation 2013 and the Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines for exclusion zone distances for Authorised and Instructed Persons operating plant with a Safety Observer or another safe system.

Where a Safety Observer is used, the Safety Observer shall:

- Be trained to perform the role.
- Not be required to carry out any other duties at the time, and
- Not be required to observe more than one item of plant operating at a time, and
- Attend all times when the item of plant is operating.

Other control measures for operating plant may include, but are not restricted to:

- Constructing physical barriers or height warning indicators either side of the overhead electric line that are lower than the maximum travel height permissible without encroaching within the exclusion zone of the overhead electric line.
- Applying appropriate signage at least 8 to 10 m either side of overhead electric lines.
- Arrange for visual indicators such as Tiger Tails or aerial markers to fitted to the overhead electric lines – only erected by the Electricity Entity (tiger tails are only permitted on LV mains).
- Ground barriers, where appropriate.
- Informing workers of required work practices.
- Ensuring operators are aware of the height and reach of their machinery in both stowed and working positions.
- Lowering all machinery to the transport position when relocating.
- Providing workers with maps or diagrams showing the location of underground and overhead electric lines, and
- Where possible, directing work away from overhead electric lines not towards them.



2.3. Scaffolding Requirements

The following information provided is for guidance only and shall be read in conjunction with the Electrical Safety Regulation 2013, Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines and AS/NZS 4576:1995: Guidelines for Scaffolding.

Requirements shall be complied with where scaffolding is required to be erected within 4 m of nearby overhead electric lines:

- The scaffolding shall not be erected before contacting and obtaining Safety Advice from the Electricity Entity.
- Erection of scaffolding to comply with requirements of AS/NZS 4576:1995: Guidelines for Scaffolding.

The scaffolding can be either:

- nonconductive material scaffolding; or

PROCEDURE / INSTRUCTIONS

- metallic scaffolding with solid nonconductive barriers (with no gaps, holes or cuts) securely fixed to the outside and/or top of the scaffolding to prevent encroachment within exclusion zones or contact with the energised mains.

Where scaffolding is erected within 3 m of nearby overhead electric lines:

- It shall be fitted with fully enclosed non-conductive solid barriers to prevent encroachment within exclusion zones or contact with the energised mains fully enclosed.
- The person required to erect and/or disassemble scaffolding as well as the required solid barrier affixed to the scaffolding should be an Authorised Person (approved in writing by the Electricity Entity - refer requirements of Section 1.4 of this Reference).
- A Safety Observer shall be used during performance of this work where there is a risk of encroachment within 3 m of nearby energised overhead electric lines for voltages up to 33 kV. Additional requirements may apply for voltage levels above 33 kV, contact the Electricity Entity for consultation.
- Alternatively, consideration should be given to the de-energisation of the nearby electric lines where possible for the duration of this work. Additional requirements may apply for voltage levels above 33 kV, contact the Electricity Entity for consultation.
- Comply with the horizontal and vertical statutory clearances from overhead electric lines as set out in Electrical Safety Regulation 2013 Schedule 4.
- Persons are not permitted to go outside of or climb on top of the solid barrier fixed on the outside and/or top of the scaffolding.

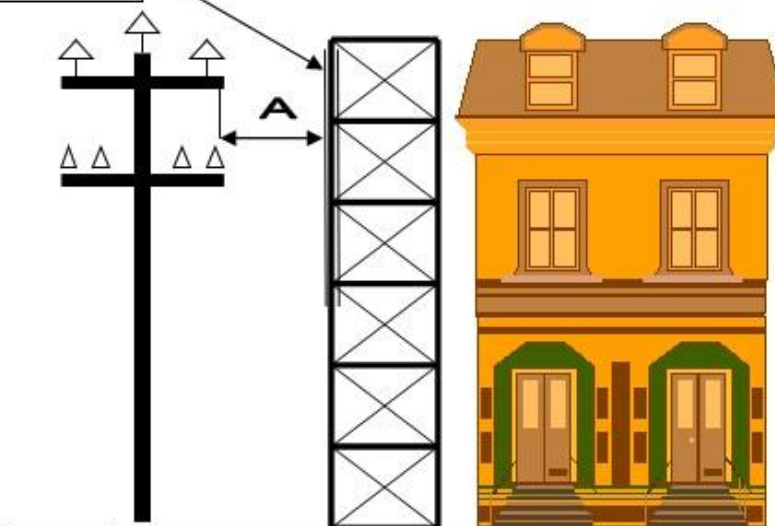
Where an insulated low voltage service line passes through the scaffolding, it should either be de-energised for duration of work or be fully enclosed by non-conductive material (e.g. form ply).

Minimum statutory clearances from nearby overhead electric lines for scaffolding erected with barriers affixed.

Voltage Level	Horizontal Distance "A" (in metres)	Vertical Distance "B" (in metres)
Low voltage conductors (uninsulated)	1.5m	2.7m
Low voltage conductors (insulated) – these distances can only be applied after the integrity of the insulation has been verified by the Electricity Entity	0.3m	0.6m
Above LV and up to 33 kV (uninsulated)	1.5m	3.0m
Above LV and up to 33 kV (insulated)	Contact Electricity Entity for consultation.	
Above 33 kV (uninsulated)	Additional requirements may apply for voltage levels above 33 kV, contact the Electricity Entity for consultation.	

NOTE: Dimension's "A" and "B" is between the scaffolding and the closest conductor of the overhead electric line. Dimension B is also taken from the lowest part of the mid span sag adjacent to the scaffolding.

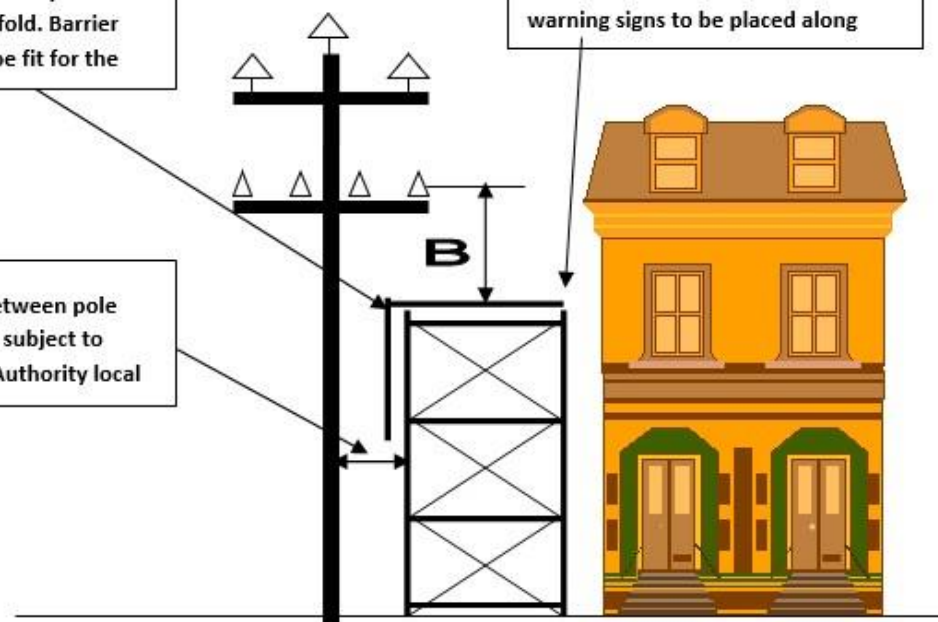
Barrier fixed securely to the face of the scaffold. Barrier material must be fit for the intended purpose.



Barrier fixed securely to the face of the scaffold. Barrier material must be fit for the

Barriers and "Live Conductors" warning signs to be placed along

Min 100 mm between pole and scaffolding subject to relevant Local Authority local



2.4. High Load transport under Overhead Electric Lines

Any person or company transporting a High Load (load in excess of 4.6 m high) under overhead electric lines must comply with Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines is required to submit a Notification to Transport High Load form to the relevant Electricity Entity of the intended route and details of the high load involved. Before any person or company can transport a high load (load in excess of 4.6 m high), authorisation to travel must be received in writing from the Electricity Entity. Refer details below to contact the Electricity Entity for high load enquiries or to submit Notification to Transport High Load form:

Energex:

- **Email:** custserve@energex.com.au
- **Website:** www.energex.com.au
- **Phone:** Energex Contact Centre on 13 12 53 (8am to 5:30pm, Monday to Friday)

Ergon Energy:

- **Email:** Highload2@ergon.com.au
- **Website:** www.ergon.com.au
- **Phone:** (07) 4932 7566 (8am to 4:30pm, Monday to Friday)

2.5. Additional Details and Fact Sheets on Electricity Entity Requirements

Additional details and Fact Sheets on Electricity Entity requirements for working near overhead electric lines are located on the following internet sites

Energex: <https://www.energex.com.au/home/safety/working-near-powerlines>

Ergon Energy: <https://www.ergon.com.au/network/safety/business-safety/the-outdoor-workplace/working-near-powerlines>

3. UNDERGROUND ELECTRICAL ASSETS

3.1. Responsibilities When Working in the Vicinity of Electricity Entity Underground Electrical Assets

Everyone has a legal “Duty of Care” that must be observed when working in the vicinity of underground electrical assets which includes underground cables, conduits and other associated underground equipment. When discharging this “Duty of Care” in relation to Electricity Entity underground electrical assets, the following points must be considered:

1. It is the responsibility of the architect, consulting Engineer, developer, and principal contractor in the project planning stages to design for minimal impact and protection of Electricity Entity underground electrical assets. The Electricity Entity will provide plans on request via BYDA showing the presence of the underground electrical assets to assist at this design stage.
2. It is the constructor’s responsibility to:
 - a. Anticipate and request BYDA plans of Electricity Entity underground electrical assets for a particular location at a reasonable time before earthworks begins.
 - b. Visually locate Electricity Entity underground electrical assets by use of an electronic cable locator followed by careful non-mechanical excavation (potholing using hydrovac or hand tools) when earthworks activities may damage or interfere with Electricity Entity plant.

- c. After completion of steps (a) and (b) above, if there is a risk of the Electricity Entity underground electrical assets being damaged or its structural integrity compromised by your planned earthworks activities, contact the Electricity Entity (General Enquiries phone number – refer page 3) for further advice.

A constructor may include but not limited to designer, project manager, installer, contractor, civil contractor.

3. The alignments and boundaries contained within BYDA plans and maps will sometimes differ from present alignments and boundaries “on the ground”. Accordingly, in every case, the constructor should obtain confirmation of the actual position of Electricity Entity cables and pipelines under the roadways by non-mechanical excavation (potholing using hydrovac or hand tools) when earthworks activities may damage or interfere with Electricity Entity underground electrical assets. In no case should the constructor rely on statements of third parties in relation to the position of Electricity Entity underground electrical assets.

3.2. Conditions of Supply of Information

- Plans and details of Electricity Entity underground electrical assets provided by BYDA are only current for 4 weeks from the date of dispatch and should not be referred to after this period, if you go past this time, please re-apply to BYDA as underground services may have been updated.
- The Electricity Entity agrees to provide plans if an Electricity Entity underground electrical assets location request is made to Before You Dig Australia (BYDA) , online at <https://www.byda.com.au> or the free iPhone Application, only on the basis that at least 2 business day notice is given and the BYDA applicant agrees to the terms of this agreement.



Note that the Electricity Entity only provides information on underground electrical assets it owns. Contact the owner of any privately owned underground electrical assets for details of their assets located at site.

- The Electricity Entity retains copyright of all plans and details provided in connection to your request.
- BYDA plans or other details are provided for the use of the BYDA applicant, its servants, or agents, for the sole purpose of the applicant's responsibilities in relation to the Electricity Entity underground electrical assets and shall not be used for any other purpose.
- BYDA plans are diagrams only and indicate the presence of Electricity Entity underground electrical assets in the general vicinity of the geographical area shown. Exact ground cover and alignments cannot be given with any certainty as such levels can change over time.
- On receipt of BYDA plans and before commencing excavation work or similar activities near Electricity Entity's underground electrical assets, carefully locate this plant first to avoid damage.
- The Electricity Entity, its servants or agents shall not be liable for any loss or damage caused or occasioned by the use of plans and of details so supplied to the BYDA applicant, its servants or agents, and the BYDA applicant agrees to indemnify the Electricity Entity against any claim or demand for any such loss or damage to the BYDA applicant, its servants, or agents or to any third party.
- The constructor is responsible for all damages to the Electricity Entity underground electrical assets when work commences prior to obtaining BYDA plans, or at any time after that for failure to follow agreed instructions contained in this document or any other advice provided by the Electricity Entity.
- By undertaking any work, you acknowledge that the Electricity Entity reserves all rights to recover compensation for loss or damage to the Electricity Entity caused by interference or damage, including consequential loss and damage to its cable network, or other property.
- Be aware that some underground conduits may contain asbestos. Refer to “Code of Practice for the Management and Control of Asbestos in Workplace [NOHSC: 2018 (2005)]” for guidance.

3.3. When Working in the Vicinity of Electricity Entity Underground Electrical Assets, You Must Observe the Following Conditions

3.3.1 Records

The first step before any excavation commences is to obtain BYDA plans of Electricity Entity underground electrical assets in the vicinity of the work. For new work, records should be obtained during the planning and design stage. The records provided by BYDA must be made available to all relevant work groups on site. Where underground electrical asset information is transferred to plans for the proposed work, care must be exercised that important detail is not lost in the process.

3.3.2 Location of underground electrical assets

Examining the records is not sufficient, as reference points may change from the time of installation. Records must also be physically proven when working in close proximity to underground electrical assets. The exact location of underground electrical assets likely to be affected shall be confirmed by use of an electronic cable locator followed by careful non mechanical excavation to the level of concrete slabs or conduits. Non mechanical excavation (potholing using hydrovac or hand tools) must be used in advance of excavators. In any case, where doubt exists with respect to interpretation of cable records, contact the Electricity Entity (General Enquiries phone number - refer page 3) for further advice.

If during excavation, cables or conduits are damaged:

- call Electricity Entity (Emergencies phone number – refer page 3) to report damaged cables or conduits.
- treat cables as if alive, post a person to keep all others clear of the excavation until the Electricity Entity crew attend to make safe.

If **unknown** cables or conduits (e.g. not shown on issued BYDA plans) are located during excavation:

- call Electricity Entity (Emergencies phone number – refer page 1) to report.
- treat cables as if alive, post a person to keep all others clear of the excavation until the Electricity Entity crew attend to make safe.

If the constructor is unable to locate Electricity Entity underground electrical assets within 2.5 m of nominal plan locations, they should contact the Electricity Entity (General Enquiries phone number - refer page 3) for further advice.

3.3.3 Remote or On-Site Cable Location conducted by Electricity Entity

This service shall only be provided at Electricity Entity's discretion:

- The Electricity Entity may provide this site visit only when underground cables (33 kV or above) are present.
- Due to remote locations where external cable locator or hydro vac service providers are not readily available, Electricity Entity may attend site and assist with cable location (fees may apply for this service).
- The Electricity Entity may provide either remote over the phone or on-site cable location advice to assist in the location of Electricity Entity underground electrical assets, including how to visually locate and protect the plant when excavating.
- Where the Electricity Entity provides on-site cable location advice, any markings provided for the purpose of identifying cable location are for general guidance only, and the constructor is still responsible for non-mechanical excavation (potholing using hydrovac or hand tools) to visually locate Electricity Entity underground electrical assets.
- If the constructor is unable to locate Electricity Entity underground electrical assets within 2.5 m of nominal plan locations, they should contact Electricity Entity (General Enquiries phone number - refer page 3) to request further advice.

3.3.4 Electrical Cables

Electricity Entity cables may have warning covers e.g.:

- Clay paving bricks or tiles marked “Electricity” or similar (also unmarked)
- Concrete or PVC cover slabs
- PVC, asbestos or fibro conduit, fibre reinforced concrete, iron or steel pipe
- Concrete encased PVC or steel pipe
- Thin plastic marker tape
- Large pipes housing multiple ducts
- Multiple duct systems, including earthenware or concrete

NOTE: Some cables are known to be buried without covers.

3.3.5 Separation from Electricity Entity underground electrical assets

If location plans or visual location of Electricity Entity underground electrical assets by non-mechanical excavation (potholing using hydrovac or hand tools) reveals that the location of Electricity Entity underground electrical assets is situated where the developer or constructor plans to work, then contact the Electricity Entity (General Enquiries phone number - refer page 3) for further advice.

The developer or constructor shall ensure that minimum separation distance from Electricity underground electrical assets (refer Minimum Separation Requirements tables below) is complied with when installing, altering or repairing other underground services located in the vicinity.

If the Electricity Entity relocation or protection works are part of the agreed solution, then payment to the Electricity Entity for the cost of this work shall be the responsibility of the principal developer or constructor. The Electricity Entity will provide an estimate for work on receipt of the developer's or constructor's order number before work proceeds.

It will be necessary for the developer or constructor to provide the Electricity Entity with a written Work Method Statement for all works in the vicinity of, or involving Electricity Entity underground electrical assets. This Work Method Statement should form part of the tendering documentation and work instruction. All Work Method Statements shall be submitted to the Electricity Entity prior to the commencement of site earthworks.

Underground Services Running Parallel with Electricity Entity Electrical Assets
(Minimum Separation required in mm)

Voltage Level	Gas	Communication or TV	Water		Sanitary drainage		Storm Water
			≤DN 200	>DN200	≤DN 200	>DN 200	
LV	300 (Ergon) 250	100	500	*1000	500	1000	500
HV	(Energex)	300					

*Contact your local utility/council to obtain specific separation distances

PROCEDURE / INSTRUCTIONS

Underground Services Crossing Electricity Entity Electrical Assets (Minimum Separation required in mm)

Voltage Level	Gas	Communication or TV	Water	Sanitary drainage	Storm Water
LV	100	100	300	300	100
HV					

Notes:

- These clearances are each Electricity Entity's minimum requirements, additional separation may be required by the Service Owner. The greater of the separation requirements shall apply.
- Where the above tables does not list a separation requirement for a particular underground service type, the following minimum separation from electricity entity electrical assets shall apply:
 - LV = 100 mm
 - HV = 300 mm
- Compliance with these minimum separation requirements does not guarantee that issues such as Earth Potential Rise (EPR) and Low Frequency Induction (LFI) are managed, where these issues need to be managed, advice will need to be sought from an RPEQ Engineer
- All separation distances are measured from the exterior surface of the conduit / cable not centrelines or inner wall surfaces.

Additional Details and Fact Sheets on Electricity Entity Requirements

Additional details and Fact Sheets on Electricity Entity requirements for working near underground electrical assets are located on the following internet site.

Energex: <https://www.energex.com.au/home/safety/working-near-powerlines>

Ergon Energy: <https://www.ergon.com.au/network/safety/business-safety/the-outdoor-workplace/working-near-powerlines>

4. EXCAVATION

4.1. Excavating near Poles and Stay Wires

The following requirements are to be compiled with to minimise the risk of compromising the structural integrity of the Electricity Entity poles and stay foundations when excavation or trenching work is performed nearby that could result in the failure of one or more poles and grounding of supported electric lines.

- Excavation and trenching work undertaken by a person, worker or PCBU in the vicinity of poles and stay foundations shall:
- only be commenced after requirements of Section 3 have been complied with for any underground electrical assets located within the work site.
- upon completion of excavation and site earthworks do not restrict the Electricity Entity vehicle access to pole site for purpose of carrying out maintenance activities.

PROCEDURE / INSTRUCTIONS

- comply with exclusion zones as detailed in the Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines.
- not be attempted:
 - within 5 m (horizontal distance) of **pole stays** where the excavation depth is greater than 250 mm before contacting the Electricity Entity to determine requirements.
 - within 5 m (horizontal distance) of Electricity Entity poles with earth leads or cables running down into the ground before contacting the Electricity Entity to determine requirements.
 - within "Do Not Disturb" zone of pole prior to a certified engineering assessment having been completed by a Registered Professional Engineer Queensland, and then reviewed and approved by the Electricity Entity before proceeding with work. Approval by the Electricity Entity shall not relieve the PCBU of its duties to perform the work in a safe and proper manner and in accordance with all applicable legislation.
 - if the soil is exceedingly wet (saturated) or there is more than minimal wind loading unless additional pole support is provided in accordance with certified engineering assessment and approved by Electricity Entity.
 - when a severe weather event is occurring or expected (e.g. severe weather warning has been issued by Bureau of Meteorology).
- be backfilled as soon as possible (within same day where pole is required to be supported) soil mechanically compacted in layers of 150 mm and all rock and vegetable material excluded from the backfill.
- be backfilled and pole stabilised before removal of additional support required by a certified engineering assessment are permitted to be removed.

The PCBU shall be responsible for arrangement and costs of required certified engineering assessments, approvals by other regulatory bodies (eg councils, Main Roads pipeline owners, telecomm owns) and installation, maintenance, and removal of associated pole support.

Pole support equipment (where required in accordance with certified engineering assessment) shall be:

- only attached and removed by persons approved by the Electricity Entity.
- used to restrain both the pole head and foot to maintain pole stability during nearby excavation work.
- set up and positioned to maximise support effectiveness and minimise impact on traffic, pedestrian, excavation and machinery at site; and maintain exclusion zone from overhead lines. If insufficient clearance exists to maintain exclusion zone to pole support equipment, arrangements may be required for de-energising the electric line.

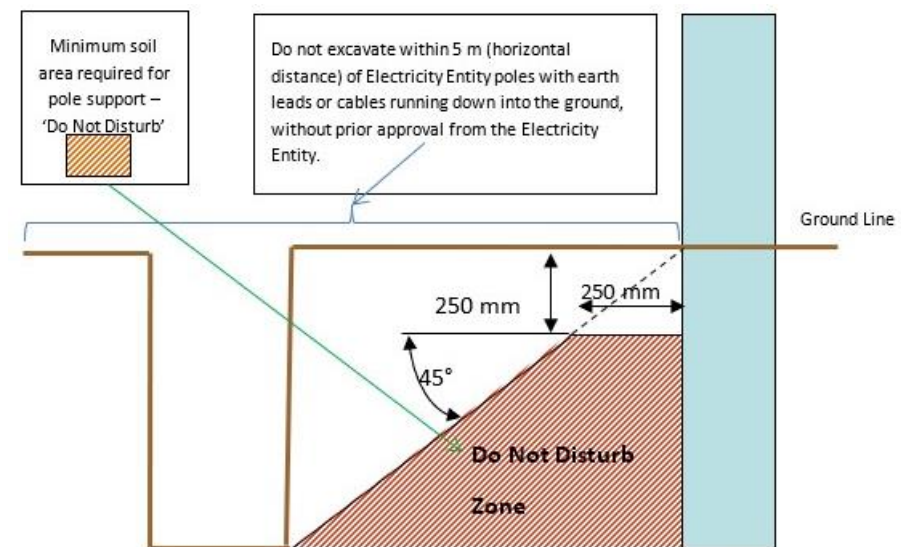


Figure 1 - Do Not Disturb Zone requirements when excavating near poles

Maximum Trench Depth	Minimum Distance from pole without pole support
Not more than 0.25 m (250 mm)	Can trench or hand dig (where cables and leads exist) right up to pole
1.0 m	1.0 m
1.5 m	1.5 m
2.0 m	2.0 m
2.5 m	2.5 m
3.0 m	3.0 m

4.1.1 Certified Engineering Assessment

Where required to be provided by the PCBU, a Certified Engineering Assessment shall:

- Ensure the stability of the Electricity Entity poles and foundations is maintained during and as a result of excavation work completed within the 'Do Not Disturb' zone.
- Include detailed design drawing of pole support method.
- Be completed and certified by a Registered Professional Engineer Queensland.
- Consider and address the following key points as a minimum:
 - Pole loading (vertical and lateral) including line deviation angles, direction of lean (towards or away from resultant loading)
 - Direction of pole lean.
 - Pole inspection (conducted to meet the Electricity Entity's requirements at customer cost)
 - Pole foundation depth
 - Proximity of excavation in relation to pole
 - Soil condition
 - Proposed shoring methods as well as installation and removal process
 - Duration and staging of work
 - Requirement to independently support pole during work
 - Proximity of existing adjacent underground services and excavations
 - Proposed backfilling and reinstatement method
 - Monitoring and engineering/ geotechnical supervision during excavation work progress
 - Other equipment attached to pole (e.g. underground cables, transformer, ACR, ABS.) must be taken into consideration and in some circumstances will prevent the pole being supported.

4.2. Excavating Near Underground Electrical Assets

For all work within 2.5 m of nominal location, the constructor is required to non-mechanical excavation (potholing using hydrovac or hand tools) and expose the underground electrical assets, hence proving its exact location before earthworks can commence.

4.2.1 Excavating Parallel to Underground Electrical Assets

If excavation work is parallel to the Electricity Entity underground electrical cables, then non mechanical excavation (potholing using hydrovac or hand tools) at least every 4 m is required to establish the location of all cables, hence confirming nominal locations before work can commence. If an excavation exceeds the depth of the cables and it is likely that the covers or bedding material around the cables/pipes will move causing Electricity Entity cables or conduits to be unsupported, contact Electricity Entity (General Enquiries phone number - refer page 3) for further advice.

NOTE: Be aware that cable depths and directions may change suddenly along the route.

4.2.2 Excavating Across Underground Electrical Assets

Refer Minimum Separation Requirements table in Section 3.3.5 of this document for distances that shall be maintained to prevent inadvertent contact with or damage to underground electrical assets. If the width or depth of excavation is such that the Electricity Entity cables will be unsupported, contact Electricity Entity (General Enquiries phone number - refer page 3) for further advice. In no case shall a cable cover be removed without approval. A cable cover may only be replaced under the supervision of an Electricity Entity officer. Protective cover strips when removed must be replaced under Electricity Entity supervision. Under no circumstances shall protective cover strips be omitted to achieve the minimum separation distance required between Electricity Entity cables and other underground services.

4.2.3 Heavy Machinery Operation Over Underground Electrical Assets

Where heavy "crawler" or "vibration" type machinery is operated over the top of cables, a minimum cover of 450 mm to the cable protective cover must be maintained. Alternatively, subject to a Certified Engineering Assessment, use load bearing protection whilst the machinery is in operation.

4.2.4 Directional Boring Near Underground Electrical Assets

When boring parallel to cables, it is essential that trial holes are carefully dug using non mechanical excavation (pot holing using hydrovac or hand tools) at regular intervals to prove the actual location of the conduits/cables before using boring machinery. Where it is required to bore across the line of cables/conduits, the actual location of the cables/conduits shall be proven by non-mechanical excavation (pot holing using hydrovac or hand tools). A trench shall be excavated 1 m from the side of the cables where the auger will approach to ensure a minimum clearance of 500 mm from cables/conduits can be maintained.

4.2.5 Hydro Vac Operation

When operating hydro vac equipment to excavate in vicinity of underground electrical assets (cables/conduits):

- Fitted with:
 - nonconductive (neoprene rubber or equivalent) vacuum (suction) hose.
 - oscillating nozzle on pressure wand with water pressure adjusted to not exceeding 2000 psi.
- Maintain a minimum distance of 200 mm between end of pressure wand and underground electrical assets. DO NOT insert the pressure wand jet directly into subsoil.
- Ensure pressure wand is not directly aimed at underground electrical assets (cables / conduits).

4.3. Blasting

Explosives must not be used within 5 m of cables/conduits, unless an engineering report is provided indicating that no damage will be sustained. Clearances shall be obtained from the Electricity Entity for use of explosives in the vicinity of cables/conduits. Contact Electricity Entity (General Enquiries phone number - refer page 3) for further advice.

The Electricity Entity will accept the level of 25 mm / sec as a peak component particle velocity upper limit as defined in AS 2187.2 Appendix J for blasting operations in the vicinity of these power lines.

Electric line insulators and conductors are particularly susceptible to damage from fly rock and adequate control measure including the use of blast mats shall be used to manage this. Contact Electricity Entity for consultation and application.

5. REPORTING DAMAGE CAUSED TO OVERHEAD OR UNDERGROUND ELECTRIC LINES

Any damage caused to the Electricity Entity overhead electric lines, poles, stays, underground cables, conduits and pipes must be reported no matter how insignificant the damage appears to be. Even very minor damage to cable protective coverings can lead to eventual failure of cables through corrosion of metal sheaths and moisture ingress.

All work in the vicinity of damaged overhead or underground electric lines shall cease and the area be made safe and vacated until clearance to continue earthworks has been obtained from the Electricity Entity. Call Electricity Entity (Emergencies phone number – refer page 3).

6. INFRASTRUCTURE NEAR ELECTRIC LINES

6.1. Easements and Wayleaves

This information, whilst not a legal document, has been developed to assist the community in answering some commonly asked questions about our easements and wayleaves, and briefly outlines what you can do where land is affected by an easement or where consent to installing electrical infrastructure has been given.

6.1.1 What is an Electricity Easement?

An electricity easement is the authority held by the Electricity Entity to use your land near overhead and underground electric lines and substations (electrical assets). Electricity Entity holds this authority for your own safety and to allow employees access to electrical assets at all times. Whilst it will depend on the terms of the particular grant of easement, electrical easements generally give the Electricity Entity the right to access, maintain, repair, rebuild and to restrict development within a defined area.

The easement, which is registered on the property's title, contains a plan showing the dimensions of the easement and its location on the property together with the rights and restrictions over the easement area. The Department of Natural Resources and Mines <https://www.resources.qld.gov.au/> or your solicitor will be able to provide this information. Easements may also exist for telephone lines, water and sewage mains and natural gas supply lines.

6.1.2 Why are easements necessary?

Easements are also created to allow the Electricity Entity clear, 24 hour access to the electric lines. It is important to keep the easement clear at all times so regular maintenance, line upgrades, damage or technical faults can be attended to immediately to provide a safe and reliable supply of electricity. Interference with Electricity Entity's rights and electrical equipment may compromise safety of the public and the occupiers of the property. Therefore, it is essential that Electricity Entity's rights are understood and observed.

6.1.3 How do I know if there are easements on my property?

Contact your solicitor or The Department of Natural Resources and Mines to obtain a Title Search that shows all registered easements on the property.

6.1.4 Who owns the land the easement is on?

The ownership of that land encumbered with the easement remains with the property owner.

6.1.5 How does an easement affect what I can do with my property?

An easement controls what you can build, what size trees you can plant and what outdoor activities you can carry out in the easement area.

An easement affects the use of the property by limiting the development that can be undertaken within the easement area. The exact rights granted to an Electricity Entity under an electricity easement will depend on the wording used in the grant of easement. Property owners and occupiers should also be aware that an Electricity Entity has the right of access to land to undertake certain works (including reading meters and disconnecting supply). These rights of access are granted by Queensland legislation not the easement and so may not be registered on the property's title and therefore may not be revealed in a Title Search.

6.1.6 Who is responsible for maintenance of easement area?

You must provide a continuous, unobstructed area along the full length of the easement to allow an Electricity Entity access to electric lines, transformers, underground cables and other equipment at all times. A width of 4.5 m is typically required for the safe passage of vehicles and heavy plant.

You must NOT place obstructions in the easement within 5 m of any electric lines, transformer, power pole, equipment or supporting wire.

Maintenance of the easement area is generally the responsibility of the property owner and/or occupier, however, complying with regulatory and safety requirements associated with Electricity Entity's electrical assets within the easement area is the responsibility of the Electricity Entity.

6.1.7 What type of maintenance work does Electricity Entity undertake on easements?

To enable Electricity Entity to construct, maintain, repair and rebuild electric lines on some properties, access roads and tracks are required on or adjacent to the easement area. As required, Electricity Entity is able to construct access tracks, retain the right of use of these tracks and maintain them to a suitable level to permit access for its vehicles. Where gates are installed within the easement area, an Electricity Entity lock may be required to enable continual access along the easement corridor.

In addition, periodic vegetation management works are also undertaken by Electricity Entity to ensure that a specified minimum clearance between vegetation and the electric lines is maintained.

Where possible, property owners will be contacted prior to easement maintenance and vegetation works commencing.

6.1.8 Where consent (Wayleave) to installing Electricity Entity infrastructure has been given

Much of Electricity Entity's above ground electricity network is constructed without easements. Instead, the consent of the owner of the affected land is obtained and the electrical infrastructure is installed. Historically this consent has been in the form of a document known as a Wayleave.

This consent (or Wayleave) is a document evidencing the agreement from a particular owner, but it is not registered on the title of the land like an easement.

Once consent is obtained from an owner, Queensland legislation (the Electricity Act 1994) says that the consent of all future owners to the electrical infrastructure is not required.

Queensland legislation grants Electricity Entity rights to access, maintain, repair and replace electrical assets installed with consent.

6.2. Contact Electricity Entity when planning construction work near electric lines

When planning and before commencement (regardless of whether or not local council approval is required), it is essential to confirm that the proposed construction work (e.g. building, structure, sign, crane, scaffold) does not breach the minimum statutory clearance distances that must be maintained from nearby Electricity Entity overhead or underground electric lines. Refer Electrical Safety Regulation 2013, Schedule 4 and 5 for information on statutory clearance distances that must be complied with.

It is extremely dangerous and potentially life threatening to allow anything to come in close proximity to the conductors of an electric line.

Where it is necessary for an Electricity Entity to relocate electric lines due to statutory clearance breach caused by construction work performed nearby, the Electricity Entity is entitled to recover costs from the PCBU, property owner or occupier who caused the breach. Refer Electrical Safety Regulation 2013, Section 209 Building or adding to structure near electric lines.

Although it is preferred that the area around Electricity Entity electrical assets (including within an Easement area) is free of development, the following examples provide property owners and occupiers with an indication of what type of development is acceptable and what is not.

NOTE: Do not assume that your local council approval is sufficient approval for you to proceed with your work. The local council may not check whether or not your proposed construction work will comply with the Electricity Entity's statutory clearance requirements

6.3. What clearances must be maintained once construction work is completed?

Electrical Safety Regulation 2013, Schedule 4 - Clearance of overhead electric lines and Schedule 5 – Clearance of low voltage overhead service lines detail the statutory clearances that must be maintained from overhead electric lines for completed buildings and structures. These statutory clearances will need to be taken into consideration during the planning phase of determining the location for a building or structure. The table below sets out the minimum statutory clearances required for voltage levels up to 33 kV. Additional requirements may apply for voltage levels above 33 kV, contact the Electricity Entity for consultation.

Where the Electricity Entity has identified a breach of statutory clearance resulting from erection of a building or structure, the statutory breach will be reportable to the Electrical Safety Office as a Dangerous Electrical Event and any costs incurred in subsequent remedial work to achieve required statutory clearances may be recovered from the person or company who caused the breach of statutory clearance.

PROCEDURE / INSTRUCTIONS

CODE	LOCATION	DIRECTION	INSULATED CABLE (ABC) (Note 1)	BARE	MORE THAN 1000 VOLTS BUT NOT MORE THAN 33kV
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MINIMUM CLEARANCE FROM ROADS, GROUND, OR BOUNDARIES

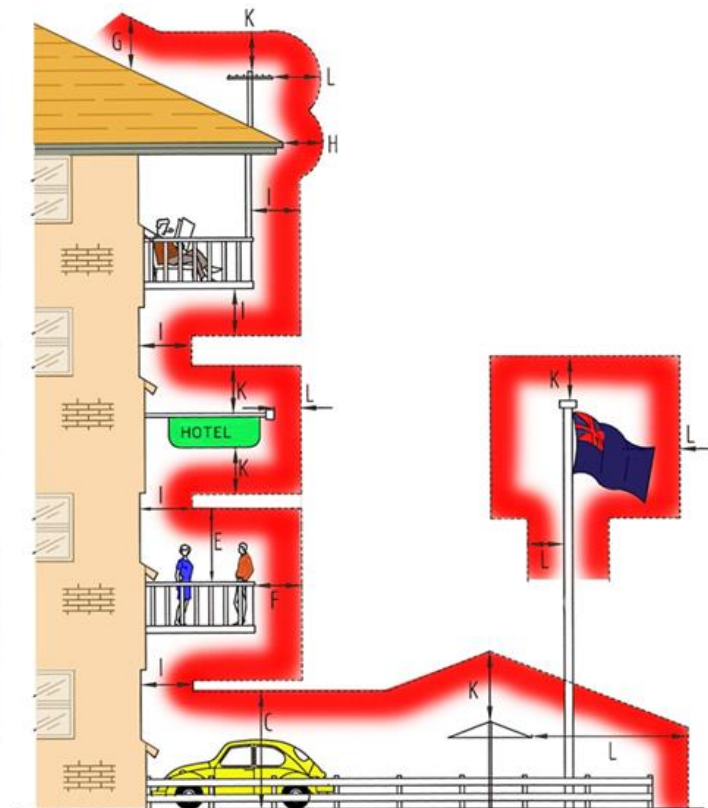
A	Crossing the carriageway, roadway	VERTICALLY	5.5m	5.5m	6.7m
A1	Designated "Over Dimension Routes"	VERTICALLY	7.0m	7.0m	7.5m
B	At other positions, footpath	VERTICALLY	5.5m	5.5m	5.5m
C	Other than roads but trafficable	VERTICALLY	5.5m	5.5m	5.5m
C1	Areas totally inaccessible to traffic or mobile machinery	VERTICALLY	4.5m	4.5m	4.5m
D	Cuttings, embankments, easement boundaries	HORIZONTALLY	1.5m	1.5m	2.1m
X	Real Property Boundaries	HORIZONTALLY	0.0m	0.0m	0.0m

MINIMUM CLEARANCE FROM STRUCTURES AND BUILDINGS

E F	Unroofed terraces, balconies, sun-decks, paved areas, etc, subject to pedestrian traffic only. A hand rail or wall surrounding such an area and on which a person may stand. (Note)	VERTICALLY AND HORIZONTALLY (Note)	2.7m 1.2m	3.7m 1.5m	4.6m 2.1m
G H	Roofs or similar structures not used for traffic or resort but on which a person may stand. A parapet surrounding such a roof and on which a person may stand. (Note)	VERTICALLY AND HORIZONTALLY (Note)	2.7m 0.9m	3.7m 1.5m	3.7m 2.1m
I	Covered places of traffic or resort such as windows which are capable of being opened, roofed open verandahs and covered balconies.	IN ANY DIRECTION	1.2m	1.5m	2.1m
J	Blank walls, windows which cannot be opened. (Note)	HORIZONTALLY	0.6m	1.5m	1.5m
K L	Other structures not normally accessible to persons. (Note)	VERTICALLY HORIZONTALLY (Note)	0.6m 0.3m	2.7m 1.5m	3.0m 1.5m

NOTE:

The vertical clearance and the horizontal clearance specified shall be maintained.



PROCEDURE / INSTRUCTIONS

The following list of examples is not exhaustive, and it may be necessary to contact the Electricity Entity if doubt exists as to what is permitted around electricity assets.

<i>What is PERMITTED around Electricity Entity overhead or underground electric lines</i>	<i>What is NOT PERMITTED around Electricity Entity overhead or underground electric lines</i>
<ul style="list-style-type: none"> ✓ Erection of fences to a maximum height of 2.4 m is generally acceptable, provided they do not affect access to, and work on, the poles, electric lines and/or cables. Trees, shrubs and plants should be located clear of vehicle access. Note: Maximum Growth Height of 3 m. ✓ Clothes hoists and barbecues should be located clear of the vehicle access way. Note: Maximum Height 2.5 m. ✓ Installation of underground utility services, such as low voltage electricity, gas, telephone and water, is generally acceptable, subject to clearances from Electricity Entity poles and supporting structures, and underground electric mains. ✓ Excavating, filling and altering of nearby land may be acceptable but full details need to be provided to the Electricity Entity for assessment. ✓ Vehicles, mobile plant and equipment within the easement area need to maintain the minimum statutory clearances distances from overhead electric lines. Normal farming, grazing and other agricultural activities can be carried out. Take care when ploughing or operating mobile machinery or irrigation equipment near Electricity Entity's equipment. ✓ Parking of vehicles, trucks, trailers, etc. is normally allowed. Note: Maximum Load and Aerial Height of 4 m. Barriers of an approved design (e.g. bollards) may be required to protect poles from vehicle contact damage. Heavy vehicle or operating plant crossings may need a protective concrete cover to ensure underground cables are not damaged. 	<ul style="list-style-type: none"> ✗ Build houses, sheds, garages or other large structures. Building of roofed/ unroofed verandahs, swimming pools and pergolas are generally not acceptable. ✗ Flying kites or model aircraft within the easement. ✗ Driving fence posts or stakes into ground within easements where there is underground cabling. ✗ Storing liquids such as petrol, diesel fuel, or any flammable or combustible material that will burn. ✗ Installing lighting poles. ✗ Stockpiling soil or garbage within the easement. ✗ Planting trees in large quantities that could create a fire hazard or that grow in excess of the approved maximum height of 3 m. ✗ Storing or using explosives. ✗ Residing in or occupying any caravan or mobile home within an easement. ✗ Placing obstructions within the vicinity of any Electricity Entity assets (e.g. power pole, overhead electric line, equipment or pole stay) that impede access to or work on these assets.

6.4. What about Electric and Magnetic Fields?

The Electricity Entity operates its electric lines within the current guidelines set by the National Health and Medical Research Council for exposure to 50/60 hertz electric and magnetic fields (EMF) and is mindful of some community concern about such fields and health. Contact the Electricity Entity (General Enquiries phone number - refer page 3). Alternatively, further information can be sourced from:

Energy Networks Association (ENA) brochure - "Electric and Magnetic Fields - What We Know", January 2014

http://www.ena.asn.au/sites/default/files/emf-what-we-know-jan-2014-final_1_1.pdf

Australian Radiation Protection and Nuclear Safety Agency (ARPANSA) brochure - "Electricity and Health", May 2011

http://www.arpansa.gov.au/RadiationProtection/Factsheets/is_electricity.cfm

DEFINITIONS	
Term	Definition
Applicant	A person contacting or applying to the Electricity Entity for a Safety Advice.
Authorised Person	For work near an electrical line, means a person who has enough technical knowledge and experience to do work that involves being near to the electrical line; and has been approved by the person in control of the electrical line (Electricity Entity) to do work near to the electrical line.
Authorised Person (Electrical)	An Electrical Mechanic or Electrical Linesperson (holding current Queensland Licence) working on behalf of an electrical contractor and accredited with the Electricity Entity who is permitted to remove and replace LV service fuse(s) when isolation of customer LV service line is required to eliminate the exclusion zone around the LV service line, or to work on the customer's mains and / or switchboard.
Earthworks	Any digging, penetration or disturbance of ground including but not limited to post hole digging, excavating, trenching, directional boring, bore hole sinking, driving pickets/posts into ground, cut and fill, dam or levee bank construction, blasting.
Electricity Entity	Where Electricity Entity appears throughout this document, it relates to either Energex or Ergon Energy area of responsibility. Refer to respective contact details below.
Instructed Person	For an electrical line, means a person who is acting under the supervision of an Authorised Person for the electrical line.
Safety Advice	A written notice identifying the known electrical hazards at a specific site and advising the control measures required to be implemented by Responsible Person (person responsible for worksite) to reduce the likelihood of harm to person, plant or vehicle at site.
Safety Observer	<p>A safety observer or "spotter", for the operation of operating plant, means a person who:</p> <ul style="list-style-type: none"> (a) observes the operating plant; and (b) advises the operator of the operating plant if it is likely that the operating plant will come within an exclusion zone for the operating plant for an overhead electric line. <p>This is a person who has undergone specific training and is competent to perform the role in observing, warning and communicating effectively with the operator of the operating plant.</p>
Untrained Person	For an electrical line, means a person who is not an Authorised Person or an Instructed Person for the electrical line.

TRAINING
Staff must be current in all Statutory Training relevant for the task.

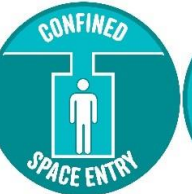
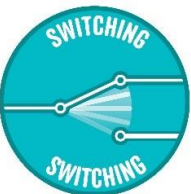
SAFETY / ENVIRONMENTAL CONTROLS

Follow the Safety Policy, procedures and practices set out for Energy Queensland and subsidiary companies.

Personnel are responsible for understanding all the risks and ensuring their individual actions do not endanger the health and safety of themselves or others.



FATAL HAZARDS CRITICAL CONTROLS FOR THE TASK



REFERENCES

Supporting Documents

Electrical Safety Regulation 2013: Part 5 - Overhead and Underground Electric Lines

Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines

Work Health and Safety Act 2011

Work Health and Safety Regulation 2011

Energex documents:

- Application for Safety Advice – Working near Energex exposed live parts
- Important Notice – Working near Energex Power Lines Including Overhead Services
- Safety Advice on working near Energex exposed live parts

Ergon Energy documents:

- Safety Advice Request Form
- Safety Advice on Working around Electrical Parts Form
- Important Notice Regarding Safety Advice QRG

Copies of the relevant Acts, Regulation and Codes of Practice and any other relevant legislation can be found on the Queensland Government web site - <https://www.worksafe.qld.gov.au/>

REFERENCES

Disclaimer

This document refers to various standards, guidelines, calculations, legal requirements, technical details and other information and is not an exhaustive list of all safety matters that need to be considered.

Over time, changes in industry standards and legislative requirements, as well as technological advances and other factors relevant to the information contained in this document, may affect the accuracy of the information contained in this document. Whilst care is taken in the preparation of this material, Energex and Ergon Energy do not guarantee the accuracy and completeness of the information. Accordingly, caution should be exercised in relation to the use of the information in this document.

To the extent permitted by law, Energex and Ergon Energy will not be responsible for any loss, damage or costs incurred as a result of any errors, omissions or misrepresentations in relation to the material in this document or for any possible actions ensuing from information contained in the document.

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Responsibilities – (When Working in the Vicinity of Energex Assets)

Extreme care must be taken during non-mechanical or mechanical excavation as damage to Energex Assets can lead to injury or death of workers or members of the public. Assets include underground cables, conduits and other associated underground Asset used for controlling, generating, supplying, transforming or transmitting electricity.

In accordance with the Electrical Safety Act 2002, a Person Conducting a Business or Undertaking (PCBU) must ensure the person's business or undertaking is conducted in a way that is electrically safe. This includes:

- a) ensuring that all Assets used in the conduct of the person's business or undertaking are electrically safe;
- b) if the person's business or undertaking includes the performance of electrical work, ensuring the electrical safety of all persons and property likely to be affected by the electrical work; and
- c) if the person's business or undertaking includes the performance of work, whether or not electrical work, involving contact with, or being near to, exposed parts, ensuring persons performing the work are electrically safe.

In addition, a PCBU at a workplace must ensure, so far as is reasonably practicable, that no person, Asset or thing at the workplace comes within an unsafe distance of an underground electric line.

Workers and other persons must also take reasonable care for their own and other person's electrical safety. This includes complying, so far as is reasonably able, with any reasonable instructions given by Energex to ensure compliance with the [Electrical Safety Act 2002](#)

General enquiries (7:00am - 5:30pm Mon to Fri) [13 12 53](tel:131253)
Life threatening emergencies only triple zero (000) or [13 19 62](tel:131962)

E: custserve@energex.com.au

E: byda@energyq.com.au

ABN: 40 078 849 055

To re-submit or change the nominated search area please visit BYDA.com.au



The following matters must be considered when working near Energex Assets:

The PCBU must ensure, so far as is reasonably practicable, that no person, Asset or thing at the workplace comes within an unsafe distance of an underground electric line (see section 68 of the [Electrical Safety Regulation 2013](#))

1. It is the responsibility of the architect, consulting engineer, developer and head contractor in the project planning stages to design for minimal impact and protection of Energex Assets.
2. It is the constructor's responsibility to:
 - a) Anticipate and request plans of Energex Assets for a location at a reasonable time before construction begins.
 - b) Visually locate Energex Assets by hand or vacuum excavation where construction activities may damage or interfere with Energex Assets.
 - c) notify Energex if the information provided is found to be not accurate or Assets are found on site that are not recorded on the Energex BYDA plans.
 - d) Read and understand all the information and disclaimers provided.

Note: A constructor may include but not limited to a PCBU, Designer, Project Manager, Installer, Contractor, Electrician, Builder, Engineer or a Civil Contractor

3. Comply with applicable work health and safety and electrical safety codes of practice including but not limited to:
 - a) Working near Assets – [Electrical safety codes of practice 2020](#)
 - b) Managing electrical risk in the workplace – [Managing Electrical Risks in the workplace Code of Practice 2021](#)
 - c) [Excavation work – Code of practice 2021](#)

IMPORTANT NOTES:

- As the alignment and boundaries of roadways with other properties (and roads within roadways) frequently change, the alignments and boundaries contained within Energex plans and maps will frequently differ from present alignments and boundaries "on the ground". Accordingly, in every case where it appears that alignments and boundaries have shifted, or new roadways have been added, the constructor should obtain confirmation of the actual position of Energex cables and pipelines under the roadways. In no case should the constructor rely on statements of third parties in relation to the position of Energex cables and pipelines. It is the applicant's responsibility to accurately locate all services as part of the design and/or prior to excavation.
- Energex does not provide information on private underground installations, including consumers' mains that may run from Energex mains onto private property. Assets located on private property are the responsibility of the owner for identification and location.
- Energex plans are circuit diagrams or pipe indication diagrams only and indicate the presence of Asset in the general vicinity of the geographical area shown. Exact ground cover and alignments cannot be given with any certainty; as such levels can change over time.
- All underground conduits are presumed to contain asbestos. Refer to the:
 - [Electrical safety codes of practice 2020](#)
 - [Model Code of Practice: How to manage and control asbestos in the workplace | Safe Work Australia](#)
 - [How to manage and control asbestos in the workplace code of practice 2021 \(Workplace Health and Safety Queensland \(WHSQ\)\)](#)
 - [How to safely remove asbestos code of practice 2021 \(WHSQ\)](#)
- Plans provided by Energex are not guaranteed to show the presence of above ground Assets.
- In addition to underground cables marked on attached plan there could be underground substation, underground earth conductors, Multiple Earthed Neutral(MEN) conductors, Single Wire Earth Return(SWER), substation Earth Conductors, ABS Earth Mats or Consumer Mains in the vicinity of private underground cables (inc. consumers' mains that may run from Energex mains onto private property) in the vicinity of the nominated work area(s) that are not marked on the plans.
- Being aware of Your obligations including but not limited to [ss 304, 305] Excavation work— underground essential services information under the [Work Health and Safety Regulation 2011](#) , Chapter 6 Construction work, Part 6.3 Duties of person conducting business or undertaking. This includes but is not limited to taking reasonable steps to obtain the current information & providing this information to persons engaged to carry out the excavation work. For further information please refer to: - <http://www.legislation.qld.gov.au/LEGISLTN/SLS/2011/11SL240.pdf>
- Energex plans are designed to be printed in colour and as an A3 Landscape orientation.

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Life threatening emergencies only triple zero (000) or [13 19 62](tel:131962)

To re-submit or change the nominated search area please visit BYDA.com.au

E: custserve@energex.com.au

E: byda@energyq.com.au

ABN: 40 078 849 055



Conditions – (When Working in the Vicinity of Energex Assets)

Records:

The first step before any excavation commences is to obtain records of Energex Assets in the vicinity of the work. For new work, records should be obtained during the planning and design stage. The records provided by Energex must be made available to all construction groups on site. Where Asset information is transferred to plans for the proposed work, care must be exercised to ensure that important detail is not lost in the process.

Plans and or details provided by Energex are current for four weeks from the date of dispatch and should be disposed of by shredding or any other secure disposal method after use. A new BYDA enquiry must be made for proposed works/activities to be undertaken outside of the four-week period.

Energex retains copyright of all plans and details provided in connection with Your request.

Energex plans or other details are provided for the use of the applicant, its servants, or agents, and shall not be used for any unauthorised purpose.

On receipt of BYDA plans and before commencing excavation work or similar activities near Energex's Assets check to see that it relates to the area You have requested and carefully locate this Asset first to avoid damage. If You are unclear about any information contained in the plan, You must contact Energex on the General Enquiries number listed below for further advice.

Energex, its servants or agents shall not be liable for any loss or damage caused or occasioned by the use of plans and or details so supplied to the applicant, its servants and agents, and the applicant agrees to indemnify Energex against any claim or demand for any such loss or damage.

The contractor is responsible for all Asset damages when works commence prior to obtaining Energex plans, or failure to follow agreed instructions, or failure to demonstrate all reasonable measures were taken to prevent the damage once plans were received from Energex.

Energex reserves all rights to recover compensation for loss or damage caused by interference or damage, including consequential loss and damages to its Assets, or other property.

NOTE: Where Your proposed work location contains Energex 33kV or greater Underground cables please access the [Energex BYDA website](#) for more information.

Location of Assets:

Examining the records is not sufficient, as reference points may change from the time of installation. Records must also be physically proven when working in close proximity to them. The exact location of Assets likely to be affected shall be confirmed by use of an electronic cable and pipe locator followed by **careful hand or vacuum excavation to the level of cable protection cover strips or conduits**. When conducting locations, please be aware that **no** unauthorised access is permitted to Energex Assets– including Pits, Low Voltage Disconnection Boxes, Low Voltage Pillars or High Voltage Link Boxes.

Hand or vacuum excavation must be used in advance of excavators. In any case, where any doubt exists with respect to interpretation of cable records, You must contact Energex on the General Enquires number listed below for further advice.

If the constructor is unable to locate Energex underground Assets within 5 metres of nominal plan locations, they must contact the Energex General Enquires number listed below for further advice.

If unknown cables or conduits (i.e. not shown on issued BYDA plans) are located during excavation:

1. Call the ELECTRICITY EMERGENCIES number listed below
2. Treat Assets as if alive, post a person to keep all others clear of the excavation until Energex crew attend to make safe.
3. All work in the vicinity of damaged Asset must cease and the area must be vacated until a clearance to continue work has been obtained from an Energex officer.

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Life threatening emergencies only triple zero (000) or [13 19 62](tel:131962)

To re-submit or change the nominated search area please visit BYDA.com.au

E: custserve@energex.com.au

E: byda@energvyq.com.au

ABN: 40 078 849 055



Asset Installation Methods:

Energex Assets are installed with a variety of protection devices including:

1. Clay paving bricks or tiles marked "Electricity" or similar (also unmarked)
2. Concrete or PVC cover slabs
3. PVC, A/C or fibro conduit, fibre reinforced concrete, iron or steel pipe
4. Concrete encased PVC or steel pipe
5. Thin plastic marker tape
6. Large pipes housing multiple ducts
7. Multiple duct systems, including earthenware or concrete 2, 4, and 6-way ducts and shamrocks

Note: Some Assets are known to be buried without covers and may change depth or alignment along the route.

Excavating Near Assets:

For all work within 2.5 m of nominal location, the constructor is required to hand or vacuum excavate (pothole) and expose the Asset, hence proving its exact location before work can commence.

Cable protection cover strips shall not be disturbed. Excavation below these cover strips, or into the surrounding backfill material is not permitted.

Excavating Parallel to Assets:

If construction work is parallel to Energex cables, then hand or vacuum excavation (potholing) at least every 4m is required to establish the location of all cables, hence confirming nominal locations before work can commence. *Generally, there is no restriction to excavations parallel to Energex cables to a depth not exceeding that of the cable.* **Note: Cable depths & alignment may change suddenly.**

Separation from Assets:

Any service(s) must be located at the minimum separation as per the tables below:

Table 1. Minimum Separation Requirements for Underground Services Running Parallel with Energex Assets

(Minimum Separation required in mm)							
Voltage Level	Gas	Communication or TV	Water		Sanitary drainage		Storm Water
			≤DN 200	>DN200	≤DN 200	>DN 200	
LV	250	100	500	*1000	500	1000	500
HV		300					
*Contact Energex/council to obtain specific separation distances							

Table 2. Minimum Separation Requirements for Underground Services Crossing Energex Assets

(Minimum Separation required in mm)					
Voltage Level	Gas	Communication or TV	Water	Sanitary drainage	Storm Water
LV & HV	100	100	300	300	100

Where the above table does not list a separation requirement for a particular underground service then 300mm shall be used.

Excavating Across Assets:

The standard clearance between services shall be maintained as set down in Table 2 above. If the width or depth of the excavation is such that the Asset will be exposed or unsupported, then Energex shall be contacted to determine whether the Assets should be taken out of service, or whether they need to be protected or supported. In no case shall an Asset cover be removed without approval. An Asset cover may only be removed under the supervision of an Energex authorised representative. Protective cover strips when removed must be replaced under Energex supervision. Under no circumstances shall they be omitted to allow separation between Energex Assets and other services.

General enquiries (7:00am - 5:30pm Mon to Fri) [13 12 53](tel:131253)
 Life threatening emergencies only triple zero (000) or [13 19 62](tel:131962)

To re-submit or change the nominated search area please visit BYDA.com.au

E: custserve@energex.com.au

E: byda@energvyq.com.au

ABN: 40 078 849 055



Heavy Machinery Operation Over Assets:

Where heavy "Crawler" or "Vibration" type machinery is operated over the top of Assets, a minimum cover of 450 mm to the cable protective cover mains must be maintained using load bearing protection whilst the machinery is in operation. For sensitive cables (i.e. 33 and 110kV fluid and gas filled cables), there may be additional constraints placed on vibration and settlement by Energex.

Directional Boring Near Assets:

When boring parallel to Assets, it is essential that trial holes are carefully hand or vacuum excavated at regular intervals to prove the actual location of the Asset before using boring machinery. Where it is required to bore across the line of Assets, the actual location of the Asset shall first be proven by hand or vacuum excavation. A trench shall be excavated 1m from the side of the Asset where the auger will approach to ensure a minimum clearance of 500mm above and below all LV, 11kV, 33kV & 110/132kV Asset shall be maintained.

Explosives:

Explosives must not be used within 10 metres of Assets, unless an engineering report is provided indicating that no damage will be sustained. Clearances should be obtained from Energex's Planning Engineer for use of explosives in the vicinity of Energex cables.

Damage Reporting:

All damage to Assets must be reported no matter how insignificant the damage appears to be. Even very minor damage to Asset protective coverings can lead to eventual failure of Assets through corrosion of metal sheaths and moisture ingress.

If any Damaged Asset is found:

1. Call the ELECTRICITY EMERGENCIES number listed below
2. Treat Assets as if alive, post a person to keep all others clear of the excavation until Energex crew attend to make safe.
3. All work in the vicinity of damaged Asset must cease and the area must be vacated until a clearance to continue work has been obtained from an Energex officer.

Solutions and Assistance:

If Asset location plans or visual location of Asset by hand or vacuum excavation reveals that the location of Energex Asset is situated wholly or partly where the developer or constructor plans to work, then Energex shall be contacted to assist with Your development of possible engineering solutions.

If Energex relocation or protection works are part of the agreed solution, then payment to Energex for the cost of this work shall be the responsibility of the, PCBU, principal developer or constructor. Energex will provide an estimated quotation for work on receipt of the PCBU's, developer's or constructor's order number before work proceeds.

It will be necessary for the developer or constructor to provide Energex with a written Safe Work Method Statement for all works in the vicinity of or involving Energex Assets. This Safe Work Method Statement should form part of the tendering documentation and work instruction. Refer Interactive Tool on Safe Work Australia site: [Interactive SWMS guidance tool - Overview \(safeworkaustralia.gov.au\)](https://www.safeworkaustralia.gov.au/interactive-swms-guidance-tool-overview)

Vacuum Excavations (Hydro Vac)

When operating hydro vac equipment to excavate in vicinity of Assets fitted with:

- Nonconductive (neoprene rubber or equivalent) vacuum (suction) hose
- Oscillating nozzle on pressure wand with water pressure adjusted to not exceeding 2000 Pound force per Square Inch (PSI).

Maintain a minimum distance of 200mm between end of pressure wand and underground electrical Assets. DO NOT insert the pressure wand jet directly into subsoil.

Ensure pressure wand is not directly aimed at underground electrical Assets (cables/conduits).

Safety Notices (Underground Work)

It is recommended that You obtain a written Safety Advice from Energex when working close to Energex Assets. For Safety Advice please contact custserve@energex.com.au

Further information on Working Safely around Energex Assets: [Working near powerlines | Energex](#)

Thank You for Your interest in maintaining a safe and secure Electricity Distribution network. Energex welcomes Your feedback on this document via email to byda@energyq.com.au.

General enquiries (7:00am - 5:30pm Mon to Fri) [13 12 53](tel:131253)
Life threatening emergencies only triple zero (000) or [13 19 62](tel:131962)

To re-submit or change the nominated search area please visit [BYDA.com.au](https://byda.com.au)

E: custserve@energex.com.au

E: byda@energyq.com.au

ABN: 40 078 849 055





BYDA

Sequence: 258555701
Date: 26/07/2025

Scale: 1:500
Tile No: 1

LEGEND

- Substation
- Cable Marker
- Pit
- Pole
- Pillar
- LV Cable (up to 1kV)
- HV Cable (1kV - <33kV)
- HV Cable (33kV and over)
- Pit Boundary
- Planned Work Area

AS5488 Category "D" Plan



DISCLAIMER: While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Energex nor Pelican Corp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.

Referral

258555699

Member Phone

1800 687 626

Responses from this member

Response received Sat 26 Jul 2025 8.48pm

File name	Page
Response Body	43
258555699_20250726_104736314851_1.pdf	44
Disclaimer_258555699_20250726_104736314851.pdf	47
4678_NBN_Dial_Before_You_Dig_Poster_20170517.pdf	51

Hi Stephen Woolcott,

Please find attached the response to your DBYD referral for the address mentioned in the subject line. The location shown in our DBYD response is assumed based off the information you have provided. If the location shown is different to the location of the excavation then this response will consequently be rendered invalid.

Take the time to read the response carefully and note that this information is only valid for 28 days after the date of issue.

If you have any further enquiries, please do not hesitate to contact us.


Regards,
Network Services and Operations
NBN Co Limited
P: 1800626329
E: dbyd@nbnco.com.au
www.nbnco.com.au

Confidentiality and Privilege Notice

This e-mail is intended only to be read or used by the addressee. It is confidential and may contain legally privileged information. If you are not the addressee indicated in this message (or responsible for delivery of the message to such person), you may not copy or deliver this message to anyone, and you should destroy this message and kindly notify the sender by reply e-mail. Confidentiality and legal privilege are not waived or lost by reason of mistaken delivery to you. Any views expressed in this message are those of the individual sender, except where the sender specifically states them to be the views of NBN Co Limited

Please Do Not Reply To This Mail

To: Stephen Woolcott
Phone: Not Supplied
Fax: Not Supplied
Email: wooly375@gmail.com

Dial before you dig Job #:	50754684	 BEFORE YOU DIG <small>www.byda.com.au</small> Zero Damage - Zero Harm
Sequence #	258555699	
Issue Date:	26/07/2025	
Location:	1 Poinsettia Court , Mooloolaba , QLD , 4557	

Indicative Plans are tiled below to demonstrate how to layout and read nbn asset plans




LEGEND



	Parcel and the location
	Pit with size "5"
	Power Pit with size "2E". Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null.
	Manhole
	Pillar
	Cable count of trench is 2. One "Other size" PVC conduit (PO) owned by Telstra (-T-), between pits of sizes, "5" and "9" are 25.0m apart. One 40mm PVC conduit (P40) owned by NBN, between pits of sizes, "5" and "9" are 20.0m apart.
	2 Direct buried cables between pits of sizes, "5" and "9" are 10.0m apart.
	Trench containing any INSERVICE/CONSTRUCTED (Copper/RF/Fibre) cables.
	Trench containing only DESIGNED/PLANNED (Copper/RF/Fibre/Power) cables.
	Trench containing any INSERVICE/CONSTRUCTED (Power) cables.
	Road and the street name "Broadway ST"
Scale	0 20 40 60 Meters 1:2000 1 cm equals 20 m

To: Stephen Woolcott
Phone: Not Supplied
Fax: Not Supplied
Email: wooly375@gmail.com

Before You Dig Australia Job #:	50754684	 BEFORE YOU DIG www.byda.com.au Zero Damage - Zero Harm
Sequence #	258555699	
Issue Date:	26/07/2025	
Location:	1 Poinsettia Court , Mooloolaba , QLD , 4557	

Information

The area of interest requested by you contains one or more assets.

nbn™ Assets	Search Results
Communications	Asset identified
Electricity	No assets

In this notice **nbn™ Facilities** means *underground fibre optic, telecommunications and/or power facilities, including but not limited to cables, owned and controlled by nbn™*

Location of nbn™ Underground Assets

We thank you for your enquiry. In relation to your enquiry at the above address:

- **nbn's** records indicate that there **ARE nbn™** Facilities in the vicinity of the location identified above ("Location").
- **nbn** indicative plan/s are attached with this notice ("Indicative Plans").
- The Indicative Plan/s show general depth and alignment information only and are not an exact, scale or accurate depiction of the location, depth and alignment of **nbn™** Facilities shown on the Plan/s.
- In particular, the fact that the Indicative Plans show that a facility is installed in a straight line, or at uniform depth along its length cannot be relied upon as evidence that the facility is, in fact, installed in a straight line or at uniform depth.
- You should read the Indicative Plans in conjunction with this notice and in particular, the notes below.
- You should note that, at the present time, the Indicative Plans are likely to be more accurate in showing location of fibre optics and telecommunications cables than power cables. There may be a variation between the line depicted on the Indicative Plans and the location of any power cables. As such, consistent with the notes below, particular care must be taken by you to make your own enquiries and investigations to precisely locate any power cables and manage the risk arising from such cables accordingly.
- The information contained in the Indicative Plan/s is valid for 28 days from the date of issue set out above. You are expected to make your own inquiries and perform your own investigations (including engaging appropriately qualified plant locators, e.g BYDA Certified Locators, at your cost to locate **nbn™** Facilities during any activities you carry out on site).

We thank you for your enquiry and appreciate your continued use of the Before You Dig Australia Service. For any enquiries related to moving assets or Planning and Design activities, please visit the **nbn Commercial Works** website to complete the online application form. If you are planning to excavate and require further information, please email dbyd@nbnco.com.au or call 1800 626 329.

Notes:

1. You are now aware that there are **nbn™** Facilities in the vicinity of the above property that could be damaged as a result activities carried out (or proposed to be carried out) by you in the vicinity of the Location.
2. You should have regard to section 474.6 and 474.7 of the *Criminal Code Act 1995* (CoA) which deals with the consequences of interfering or tampering with a telecommunications facility. Only persons authorised by **nbn** can interact with **nbn's** network facilities.
3. Any information provided is valid only for **28 days** from the date of issue set out above.

Referral Conditions

The following are conditions on which **nbn** provides you with the Indicative Plans. By accepting the plans, you are agreeing to these conditions. These conditions are in addition, and not in replacement of, any duties and obligations you have under applicable law.

1. **nbn** does not accept any responsibility for any inaccuracies of its plans including the Indicative Plans. You are expected to make your own inquiries and perform your own investigations (including engaging appropriately qualified plant locators, e.g BYDA Certified Locators, at your cost to locate **nbn™** Facilities during any activities you carry out on site).
2. You acknowledge that **nbn** has specifically notified you above that the Indicative Plans are likely to be more accurate in showing location of fibre optics and telecommunications cables than power cables. There may be a variation between the line depicted on the Indicative Plans and the location of any power cables.
3. You should not assume that **nbn™** Facilities follow straight lines or are installed at uniform depths

along their lengths, even if they are indicated on plans provided to you. Careful onsite investigations are essential to locate the exact position of cables.

4. In carrying out any works in the vicinity of **nbn**™ Facilities, you must maintain the following minimum clearances:
 - 300mm when laying assets inline, horizontally or vertically.
 - 500mm when operating vibrating equipment, for example: jackhammers or vibrating plates.
 - 1000mm when operating mechanical excavators.
 - Adherence to clearances as directed by other asset owner's instructions and take into account any uncertainty for power cables.
5. You are aware that there are inherent risks and dangers associated with carrying out work in the vicinity of underground facilities (such as **nbn**™ fibre optic, copper and coaxial cables, and power cable feed to **nbn**™ assets). Damage to underground electric cables may result in:
 - Injury from electric shock or severe burns, with the possibility of death.
 - Interruption of the electricity supply to wide areas of the city.
 - Damage to your excavating plant.
 - Responsibility for the cost of repairs.
6. You must take all reasonable precautions to avoid damaging **nbn**™ Facilities. These precautions may include but not limited to the following:
 - All excavation sites should be examined for underground cables by careful hand excavation. Cable cover slabs if present must not be disturbed. Hand excavation needs to be undertaken with extreme care to minimise the likelihood of damage to the cable, for example: the blades of hand equipment should be aligned parallel to the line of the cable rather than digging across the cable.
 - If any undisclosed underground cables are located, notify **nbn** immediately.
 - All personnel must be properly briefed, particularly those associated with the use of earth-moving equipment, trenching, boring and pneumatic equipment.
 - The safety of the public and other workers must be ensured.
 - All excavations must be undertaken in accordance with all relevant legislation and regulations.
7. You will be responsible for all damage to **nbn**™ Facilities that are connected whether directly, or indirectly with work you carry out (or work that is carried out for you or on your behalf) at the Location. This will include, without limitation, all losses expenses incurred by **nbn** as a result of any such damage.
8. You must immediately report any damage to the **nbn**™ network that you are/become aware of. Notification may be by telephone - 1800 626 329.
9. Except to the extent that liability may not be capable of lawful exclusion, **nbn** and its servants and agents and the related bodies corporate of **nbn** and their servants and agents shall be under no liability whatsoever to any person for any loss or damage (including indirect or consequential loss or damage) however caused (including, without limitation, breach of contract negligence and/or breach of statute) which may be suffered or incurred from or in connection with this information sheet or any plans (including Indicative Plans) attached hereto. Except as expressly provided to the contrary in this information sheet or the attached plans (including Indicative Plans), all terms, conditions, warranties, undertakings or representations (whether expressed or implied) are excluded to the fullest extent permitted by law.

All works undertaken shall be in accordance with all relevant legislations, acts and regulations applicable to the particular state or territory of the Location. The following table lists all relevant documents that shall be considered and adhered to.

State/Territory	Documents
National	Work Health and Safety Act 2011
	Work Health and Safety Regulations 2011
	Safe Work Australia - Working in the Vicinity of Overhead and Underground Electric Lines (Draft)

	Occupational Health and Safety Act 1991
NSW	Electricity Supply Act 1995
	Work Cover NSW - Work Near Underground Assets Guide
	Work Cover NSW - Excavation Work: Code of Practice
VIC	Electricity Safety Act 1998
	Electricity Safety (Network Asset) Regulations 1999
QLD	Electrical Safety Act 2002
	Code of Practice for Working Near Exposed Live Parts
SA	Electricity Act 1996
TAS	Tasmanian Electricity Supply Industry Act 1995
WA	Electricity Act 1945
	Electricity Regulations 1947
NT	Electricity Reform Act 2005
	Electricity Reform (Safety and Technical) Regulations 2005
ACT	Electricity Act 1971

Thank You,

nbn BYDA

Date: 26/07/2025

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Working near **nbn**TM cables

nbn has partnered with Dial Before You Dig to give you a single point of contact to get information about **nbn** underground services owned by **nbn** and other utility/service providers in your area including communications, electricity, gas and other services. Contact with underground power cables and gas services can result in serious injury to the worker, and damage and costly repairs. You must familiarise yourself with all of the Referral Conditions (meaning the referral conditions referred to in the DBYD Notice provided by **nbn**).

Practice safe work habits

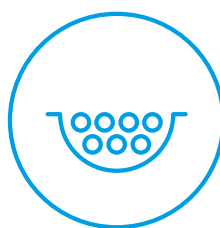
Once the DBYD plans are reviewed, the Five P's of Excavation should be adopted in conjunction with your safe work practices (which must be compliant with the relevant state Electrical Safety Act and Safe Work Australia "Excavation Work Code of Practice", as a minimum) to ensure the risk of any contact with underground **nbn** assets are minimised.



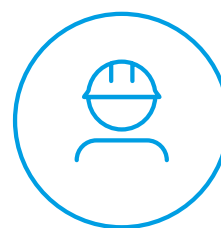
Plan: Plan your job by ensuring the plans received are current and apply to the work to be performed. Also check for any visual cues that may indicate the presence of services not covered in the DBYD plans.



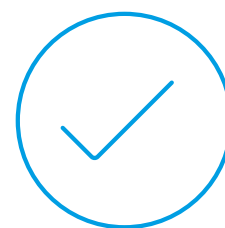
Prepare: Prepare for your job by engaging a DBYD Certified Plant Locator to help interpret plans and identify on-site assets. Contact **nbn** should you require further assistance.



Pothole: Non-destructive potholing (i.e. hand digging or hydro excavation) should be used to positively locate **nbn** underground assets with minimal risk of contact and service damage.

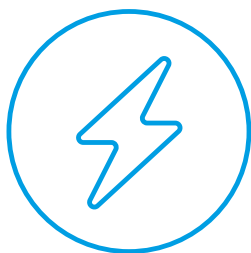


Protect: Protecting and supporting the exposed **nbn** underground asset is the responsibility of the worker. Exclusion zones for **nbn** assets are clearly stated in the plan and appropriate controls must be implemented to ensure that encroachment into the exclusion zone by machinery or activities with the potential to damage the asset is prevented.

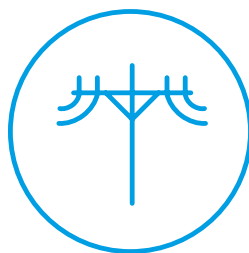


Proceed: Proceed only when the appropriate planning, preparation, potholing and protective measures are in place.

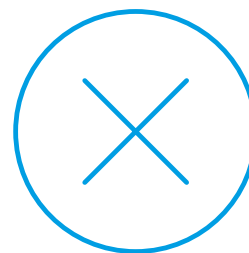
Working near **nbn**[™] cables



Identify all electrical hazards, assess the risks and establish control measures.



When using excavators and other machinery, also check the location of overhead power lines.



Workers and equipment must maintain safety exclusion zones around power lines.

Once all work is completed, the excavation should be re-instated with the same type of excavated material unless specified by **nbn**. Please note:

- Construction Partners of **nbn** may require additional controls to be in place when performing excavation activities.
- The information contained within this pamphlet must be used in conjunction with other material supplied as part of this request for information to adequately control the risk of potential asset damage.

Contact

All **nbn**[™] network facility damages must be reported online [here](#).
For enquiries related to your DBYD request please call 1800 626 329.

Disclaimer

This brochure is a guide only. It does not address all the matters you need to consider when working near our cables. You must familiarise yourself with other material provided (including the Referral Conditions) and make your own inquiries as appropriate.

nbn will not be liable or responsible for any loss, damage or costs incurred as a result of reliance on this brochure.

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Referral
258555698

Member Phone
(07) 5475 8719

Responses from this member

Response received Sat 26 Jul 2025 8.46pm

File name	Page
Response Body	54
ASSET 258555698.pdf	55
DBYD Response 258555698.pdf	56

Dear Stephen Woolcott

Sequence Number 258555698

Date 26 July 2025

Please find attached As Constructed Stormwater, Electrical and Communication Infrastructure as requested.

This plan expires 30 days from Sunshine Coast Regional Councils plan print date.

If you require drainage plans that may show the drains/pipes within the building/property and where they connect to

the mains, please contact Sunshine Coast Council Customer Service on 5475 7272 or

mail@sunshinecoast.qld.gov.au

DISCLAIMER

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The applicant should rely on field investigation in order to validate information shown on this plan.

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Plans generated by SmarterWX™
Automate

26/07/25 (valid for 30 days)

**In an emergency contact Sunshine
Coast Council on (07) 5475 7272**



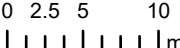
Job # 50754684

Seq # 258555698

Legend

 BYDA Enquiry

No Assets

Scale 1:500 

Disclaimer

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Crown & Council Copyright Reserved.

Provided by Sunshine Coast Council



SCC

Stephen Woolcott
Not supplied
Poinsettia Court
Mooloolaba Qld 4557

26 July 2025

Dear Stephen Woolcott

**RESPONSE TO RECENT BYDA ENQUIRY
1 Poinsettia Court Mooloolaba QLD 4557
SEQ: 258555698**

Please find attached mapping information for Sunshine Coast Council Stormwater, Electrical and Communication Infrastructure as requested. This mapping information expires 30 days from Sunshine Coast Councils map print date.

When working in the vicinity of Sunshine Coast Council assets you have a Duty of Care and the following must be observed.

- All Sunshine Coast Council assets, including underground network, must be validated (physically sighted and identified), prior to commencing any excavation in the vicinity.
- It is recommended that a Certified Locator be engaged for the locating of assets.
- All Sunshine Coast Council assets once validated, must be protected from damage.
- Sunshine Coast Council infrastructure is not to be altered by any third party without prior approval.
- All trench and pothole reinstatements are to occur no later than 5 days after work occurring.
- If your project is dependent on the position of the Sunshine Coast Council assets, then it is recommended that you validate the position of the network prior to finalising your design.
- Maps are valid for 30 days after issue and a new enquiry must be lodged if maps expire.
- Incorrect Maps - please advise if there are any errors or incorrect locations shown on the maps by contacting Sunshine Coast Council via email to dbyd@sunshinecoast.qld.gov.au
- **Any damage to Sunshine Coast Council owned infrastructure or property must be reported immediately** by calling Sunshine Coast Council Customer Service on (07) 5475 7272.

If you require stormwater internal drainage plans that may show the drains/pipes within the building/property and where they connect to the mains, please contact Sunshine Coast Council Customer Service on (07) 5475 7272 or mail@sunshinecoast.qld.gov.au.

IMPORTANT NOTICE

This enquiry response, including any associated documentation, has been assessed and compiled from the information detailed within the BYDA enquiry outlined above. Please ensure that the BYDA enquiry details and this response accurately reflect your proposed works.

DISCLAIMER

While every care is taken to ensure the accuracy of this product, neither the Sunshine Coast Regional Council nor the State of Queensland make any representations or warranties about the accuracy, reliability, completeness or suitability for any particular purpose and disclaims all responsibility and all liability (including without limitation, liability in negligence) for all expenses, losses, damages including indirect or consequential damage) and costs that may occur as a result of the product being inaccurate or incomplete in any way or for any reason.

Referral
258555702

Member Phone
1800 653 935

Responses from this member

Response received Sat 26 Jul 2025 8.51pm

File name	Page
Response Body	58
258555702.pdf	60
Telstra Duty of Care v32.0c.pdf	62
Telstra Map Legend 4.0b.pdf	64
AccreditedPlantLocators 2025-01-08a.pdf	65

Attention: Stephen Woolcott

Site Location: 1 Poinsettia Court, Mooloolaba, QLD 4557

Your Job Reference: looking for services passing through site

Please do not reply to this email, this is an automated message -

Thank you for requesting Telstra information via Before You Dig Australia (BYDA).

This response contains Telstra information relating to your recent BYDA request.

Please refer to all enclosed attachments for more information.

Information for opening Telstra Asset Plans as well as some other useful contact information is noted in the attached documents.

Report Damage to Telstra Equipment: [Report damages to Telstra equipment - Telstra](#)

Please note:

When working in the vicinity of telecommunications plant you have a 'Duty of Care' that must be observed.

Ensure you read all documents (attached) - they contain important information.

Please also refer to the **Before you Dig Australia - BEST PRACTISE GUIDES and The five Ps of safe excavation**

<https://www.byda.com.au/before-you-dig/best-practice-guides/>, The essential steps that must be undertaken prior to commencing construction activities.

WARNING - MAJOR CABLES and/or OPTIC FIBRE IN THE AREA.

Phone 1800 653 935 for further assistance.

Note: In some areas Telstra fibre routes may be marked as "Amcom", as Telstra has purchased much of this infrastructure. If in doubt, please contact Telstra Plan services on the number above. Telstra plans and information are only valid for 60 days from the date of issue.

WARNING:

Telstra plans and location information conform to Quality Level 'D' of the Australian Standard AS 5488 - Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing them. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy. Further on site investigation is required to validate the exact location of Telstra assets prior to commencing work. A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the assets are protected during construction works. See the **Before You Dig Australia - BEST PRACTISE GUIDES and The five Ps of safe excavation** <https://www.byda.com.au/before-you-dig/best-practice-guides/>.

Please note that:

- it is a criminal offence under the *Criminal Code Act 1995* (Cth) to tamper or interfere with telecommunications infrastructure.
- Telstra will take action to recover compensation for damage caused to property and assets, and for interference with the operation of Telstra's networks and customers' services.

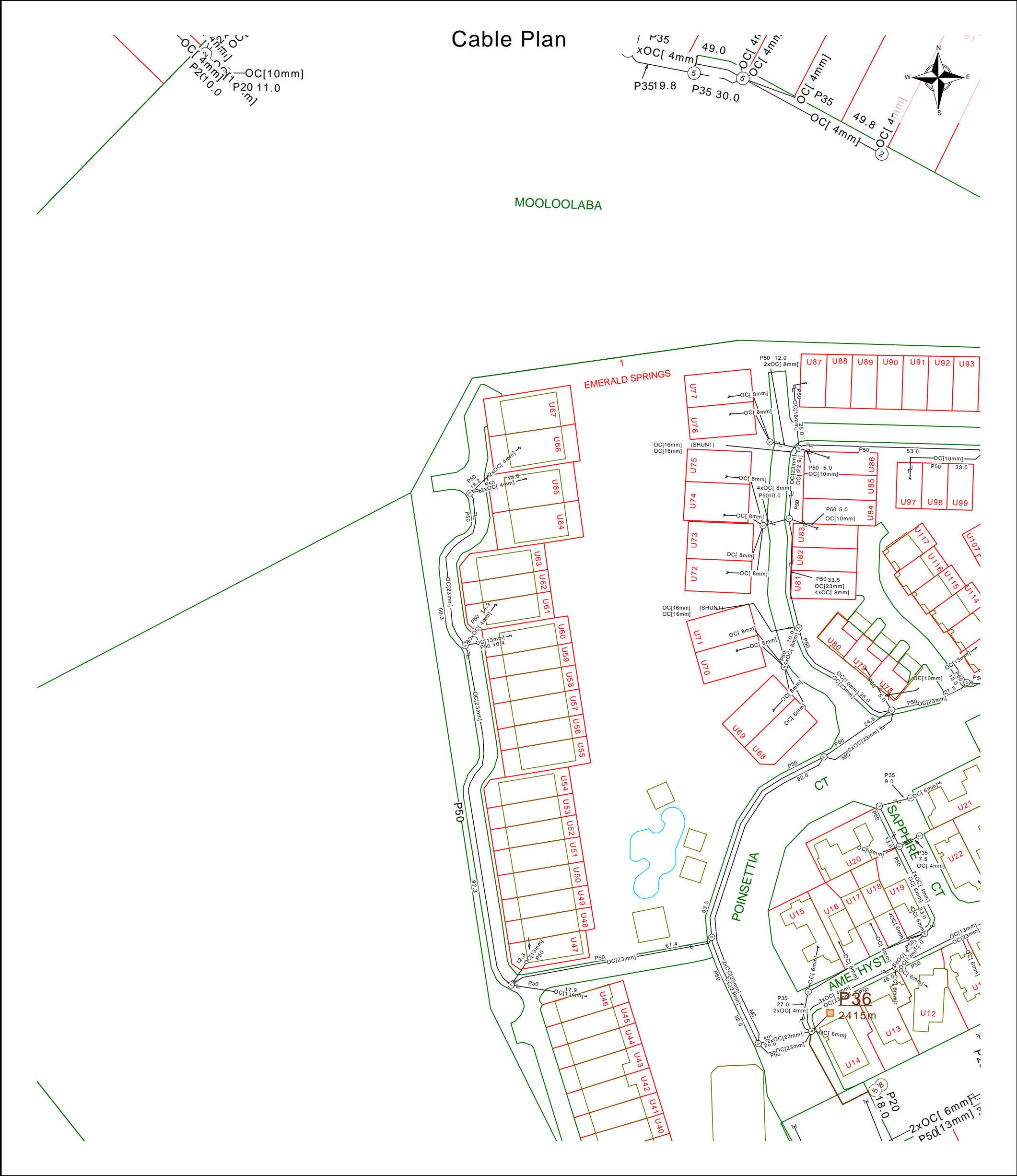
Telstra's plans contain Telstra's confidential information and are provided on the basis that they are used solely for identifying the location or vicinity of Telstra's infrastructure to avoid damage to this infrastructure occurring as part of any digging or other excavation activity. You must not use Telstra's plans for any other purpose or in a way that will cause Telstra loss or damage and you must comply with any other terms of access to the data that have been provided to you by Telstra (including Conditions of Use or Access).


(See attached file: *Telstra Duty of Care v32.0c.pdf*)

(See attached file: *Telstra Map Legend 4.0b.pdf*)

(See attached file: AccreditedPlantLocators 2025-01-08a.pdf)

(See attached file: 258555702.pdf)



	<p>Report Damage:https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra Ph - 13 22 03 Email - Telstra.Plans@team.telstra.com Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries</p>	<p>Sequence Number: 258555702</p> <p>CAUTION: Critical Network Route in plot area. DO NOT PROCEED with any excavation prior to seeking advice from Telstra Plan Services on : 1800 653 935</p>
<p>TELSTRA LIMITED A.C.N. 086 174 781</p> <p>Generated On 26/07/2025 20:51:04</p>		

The above plan must be viewed in conjunction with the Mains Cable Plan on the following page

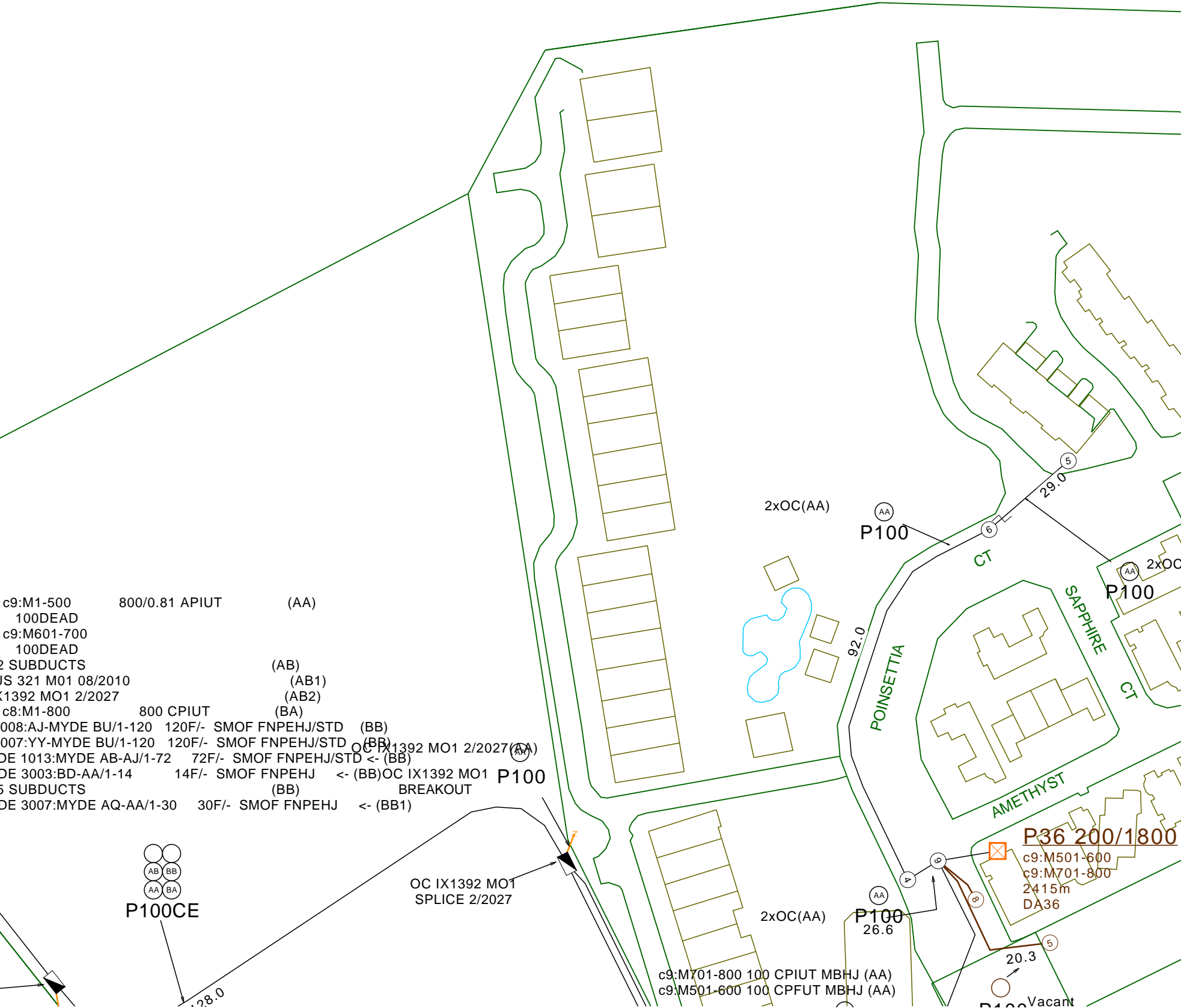
WARNING
Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing it. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy. Further on site investigation is required to validate the exact location of Telstra plant prior to commencing construction work. A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the asset is protected during construction works.

See the Steps- Telstra Duty of Care that was provided in the email response.

Mains Cable Plan



MOOLOOLABA



Report Damage: <https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra-1>
Ph - 13 22 03
Email - Telstra.Plans@team.telstra.com
Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries

TELSTRA LIMITED A.C.N. 086 174 781

Generated On 26/07/2025 20:51:05

Sequence Number: 258555702

**CAUTION: Critical Network Route in plot area.
DO NOT PROCEED with any excavation prior to
seeking advice from Telstra Plan Services on :
1800 653 935**

The above plan must be viewed in conjunction with the Mains Cable Plan on the following page

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Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy.
Further on site investigation is required to validate the exact location of Telstra plant prior to commencing construction work.
A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the asset is protected during construction works.
See the Steps- Telstra Duty of Care that was provided in the email response.

Before You Dig Australia

Think before you dig

This document has been sent to you because you requested plans of the Telstra network through Before You Dig Australia (BYDA).

If you are working or excavating near telecommunications cables, or there is a chance that cables are located near your site, you are responsible to avoid causing damage to the Telstra network.

Please read this document carefully. Taking your time now and following the **BYDA's Best Practices and 5 Ps of Safe Excavation** <https://www.byda.com.au/before-you-dig/best-practice-guides/>

can help you avoid damaging our network, interrupting services, and potentially incurring civil and criminal penalties.

Our network is complex and working near it requires expert knowledge. Do not attempt these activities if you are not qualified to do so.

Disclaimer and legal details



*Telstra advises that the accuracy of the information provided by Telstra conforms to Quality Level D as defined in AS5488-2013.

It is a criminal offence under the Criminal Code Act 1995 (Cth) to tamper or interfere with telecommunications infrastructure.

Telstra will also take action to recover costs and damages from persons who damage assets or interfere with the operation of **Telstra's** networks.

By receiving this information including the indicative plans that are provided as part of this information package you confirm that you understand and accept the risks of working near **Telstra's** network and the importance of taking all the necessary steps to confirm the presence, alignments and various depths of **Telstra's** network. This in addition to, and not in replacement of, any duties and obligations you have under applicable law.

When working in the vicinity of a telecommunications plant you have a "Duty of Care" that must be observed. Please read and understand all the information and disclaimers provided below.

The Telstra network is complex and requires expert knowledge to interpret information, to identify and locate components, to pothole underground assets for validation and to safely work around assets without causing damage. If you are not an expert and/or qualified in these areas, then you must not attempt these activities. Telstra will seek compensation for damages caused to its property and losses caused to Telstra and its customers. Construction activities and/or any activities that potentially may impact on Telstra's assets must not commence without first undertaking these steps. Construction activities can include anything that involves breaking ground, potentially affecting Telstra assets.

If you are designing a project, it is recommended that you also undertake these steps to validate underground assets prior to committing to your design.

This Notice has been provided as a guide only and may not provide you with all the information that is required for you to determine what assets are on or near your site of interest. You will also need to collate and understand all information received from other Utilities and understand that some Utilities are not a part of the BYDA program and make your own enquiries as appropriate. It is the responsibility of the entities undertaking the works to protect **Telstra's** network during excavation / construction works.

Telstra owns and retains the copyright in all plans and details provided in conjunction with the applicant's request. The applicant is authorised to use the plans and details only for the purpose indicated in the applicant's request. The applicant must not use the plans or details for any other purpose.

Telstra plans or other details are provided only for the use of the applicant, its servants, agents, or CERTLOC Certified Locating Organisation (CLO). The applicant must not give the plans or details to any parties other than these and must not generate profit from commercialising the plans or details.

Telstra, its servants or agents shall not be liable for any loss or damage caused or occasioned by the use of plans and or details so supplied to the applicant, its servants and agents, and the applicant agrees to indemnify Telstra against any claim or demand for any such loss or damage.

Please ensure Telstra plans and information provided always remains on-site throughout the inspection, location, and construction phase of any works.

Telstra plans are valid for 60 days after issue and must be replaced if required after the 60 days.

Data Extraction Fees

In some instances, a data extraction fee may be applicable for the supply of Telstra information. Typically, a data extraction fee may apply to large projects, planning and design requests or requests to be supplied in non-standard formats. For further details contact Telstra Location Intelligence Team.

Telstra does not accept any liability or responsibility for the performance of or advice given by a CERTLOC Certified Locating Organisation (CLO). Certification is an initiative taken by Telstra towards the establishment and maintenance of competency standards. However, performance and the advice given will always depend on the nature of the individual engagement.

Neither the Certified Locating Organisation nor any of its employees are an employee or agent for Telstra. Telstra is not liable for any damage or loss caused by the Certified Locating Organisation or its employees.

Once all work is completed, the excavation should be reinstated with the same type of excavated material unless specified by Telstra.

The information contained within this pamphlet must be used in conjunction with other material supplied as part of this request for information to adequately control the risk of potential asset damage.

When using excavators and other machinery, also check the location of overhead power lines.

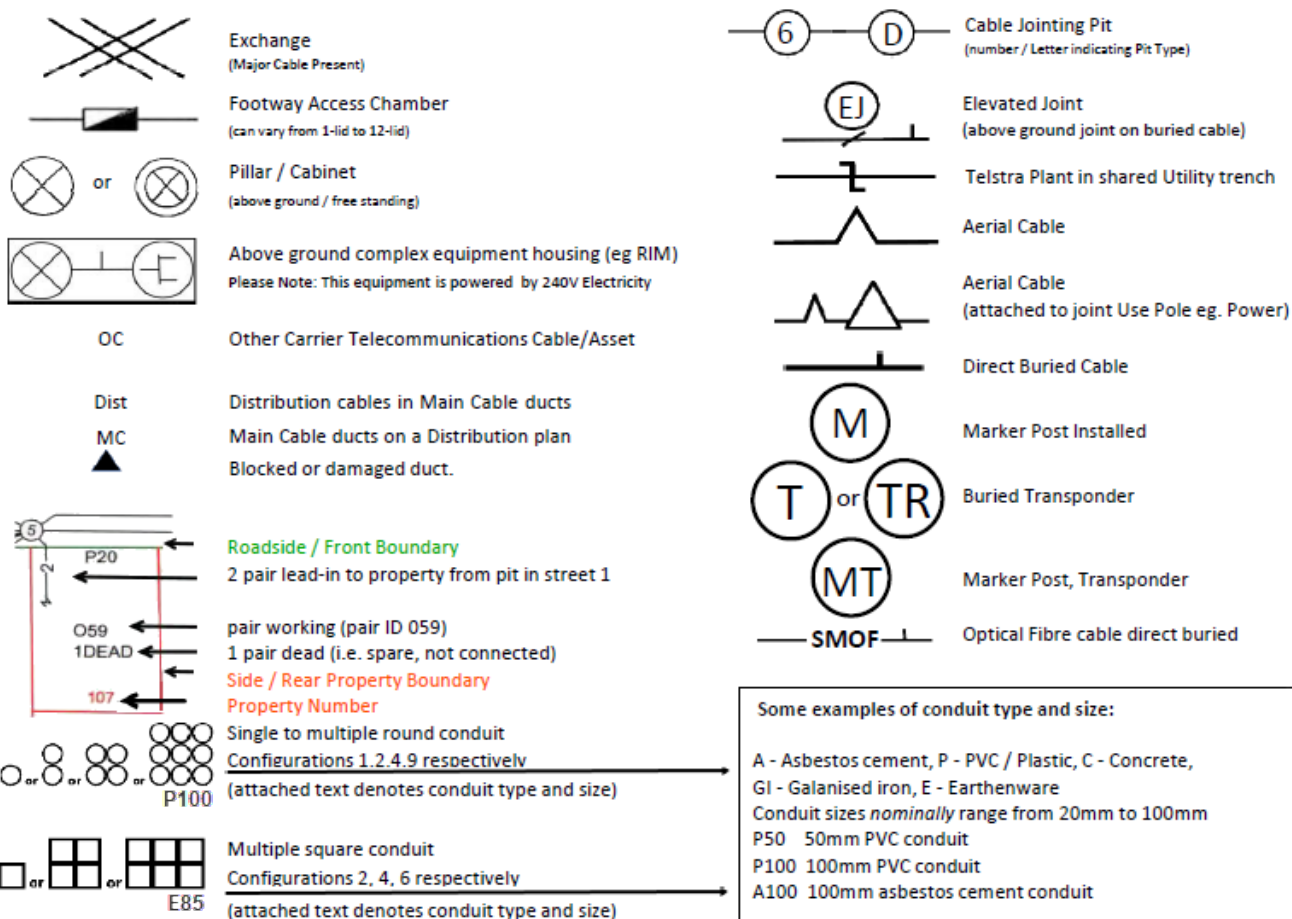
Workers and equipment must maintain safety exclusion zones around power lines

WARNING: Telstra plans and location information conform to Quality Level 'D' of the Australian Standard AS 5488 - Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy shown on the plans. **FURTHER ON SITE INVESTIGATION IS REQUIRED TO VALIDATE THE EXACT LOCATION OF TELSTRA PLANT PRIOR TO COMMENCING CONSTRUCTION WORK.** A plant location service is an essential part of the process to validate the exact location of Telstra assets and to ensure the assets are protected during construction works. The exact position of Telstra assets can only be validated by physically exposing them. Telstra will seek compensation for damages caused to its property and losses caused to Telstra and its customers.

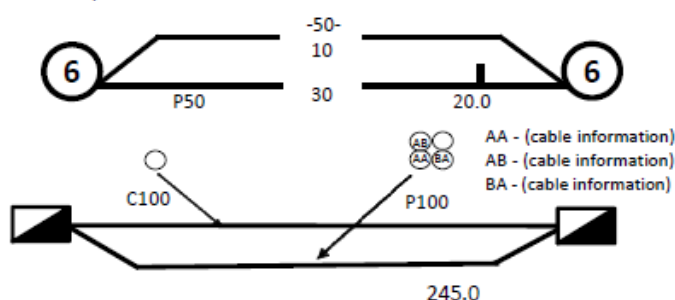
Privacy Note

Your information has been provided to Telstra by BYDA to enable Telstra to respond to your BYDA request. Telstra keeps your information in accordance with its privacy statement. You can obtain a copy at www.telstra.com.au/privacy or by calling us at 1800 039 059 (business hours only).

LEGEND



Some Examples of how to read Telstra Plans



One 50mm PVC conduit (P50) containing a 50-pair and a 10-pair cable between two 6-pits, approximately 20.0m apart, with a direct buried 30-pair cable along the same route

Two separate conduit runs between two footway access chambers (manholes) approximately 245m apart. A nest of four 100mm PVC conduits (P100) containing assorted cables in three ducts (one being empty) and one empty 100mm concrete duct (C100) along

Protect our Network:

by maintaining the following distances from our assets:

- 1.0m Mechanical Excavators, Farm Ploughing, Tree Removal
- 500mm Vibrating Plate or Wacker Packer Compactor
- 600mm Heavy Vehicle Traffic (over 3 tonnes) not to be driven across Telstra ducts or plant.
- 1.0m Jackhammers/Pneumatic Breakers
- 2.0m Boring Equipment (in-line, horizontal and vertical)

For more info contact a [CERTLOC Certified Locating Organisation \(CLO\)](#) or Telstra Location Intelligence Team 1800 653 935

Before you Dig Australia – BEST PRACTISE GUIDES

The five Ps of safe excavation

<https://www.byda.com.au/before-you-dig/best-practice-guides/>

OPENING ELECTRONIC MAP ATTACHMENTS –

Telstra Cable Plans are generated automatically in either PDF or DWF file types.
Dependent on the site address and the size of area selected.
You may need to download and install free viewing software from the internet e.g.



DWF Map Files (all sizes over A3)
Autodesk Viewer (Internet Browser) <https://viewer.autodesk.com/> or
Autodesk Design Review <http://usa.autodesk.com/design-review/> for
DWF files. (Windows PC)



PDF Map Files (max size A3)
Adobe Acrobat Reader <http://get.adobe.com/reader/>



Telstra BYDA map related enquiries email Telstra.Plans@team.telstra.com
1800 653 935 (AEST Business Hours only)



REPORT ANY DAMAGE TO THE TELSTRA NETWORK IMMEDIATELY

Report online - <https://www.telstra.com.au/forms/report-damage-to-telstra-equipment>

Ph: 13 22 03

If you receive a message asking for a phone or account number say:
“I don’t have one” then say “Report Damage” then press 1 to speak to an operator.



Telstra New Connections / Disconnections
13 22 00



Telstra asset relocation enquiries: 1800 810 443 (AEST business hours only).
NetworkIntegrity@team.telstra.com
<https://www.telstra.com.au/consumer-advice/digging-construction>



Telstra Aerial Assets Group (overhead network)
1800 047 909



CERTLOC Certified Locating Organisation (CLO)
certloc.com.au/locators/

Only Telstra authorised personnel and CERTLOC Locators can access Telstra’s Pit and Pipe Network.

Referral

258555700

Member Phone

1300 086 489

Responses from this member

Response received Sat 26 Jul 2025 8.46pm

File name	Page
Response Body	67
Coversheet - Assets Found.pdf	68
DBYD Map - SEQ# 258555700.pdf	70

Date of enquiry: 26/07/2025 8:45:00 PM

Notification No: 50754684 (Job No)

Sequence No: 258555700

Customers Name: Stephen Woolcott

Customers Phone No: +61488687245

Address supplied for dig site location

1 Poinsettia Court, Mooloolaba, QLD

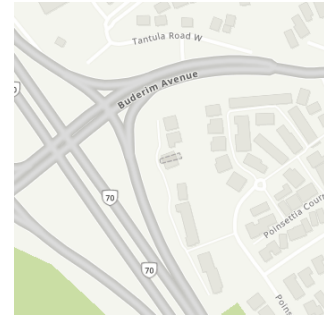
Unitywater Privileged, Private and Confidential - This email and any attachments may contain legally privileged or confidential information and may be protected by copyright. You must not use or disclose them other than for the purposes for which they were supplied. The privilege or confidentiality attached to this message and any attachments is not waived by reason of mistaken delivery to you. If you are not the intended recipient, you must not use, disclose, retain, forward or reproduce this message or any attachments. If you receive this message in error please notify the sender by return email or telephone and destroy and delete all copies.

Unitywater carries out monitoring, scanning and blocking of emails and attachments sent from or to addresses within Unitywater for the purposes of operating, protecting, maintaining and ensuring appropriate use of its computer network.

It is recommended that you scan this email and any attachment before opening. Unitywater does not accept any responsibility or liability for loss or damage arising directly or indirectly from opening this email, any attachments or any communication errors.

Stephen Woolcott
Not Supplied
Poinsettia Court
Mooloolaba Qld 4557

26/07/2025



Dear Stephen Woolcott

Response to your recent enquiry: More detailed information is required

Your recent Before You Dig (BYDA) enquiry about the location of water and sewerage assets on your property of interest has been sent to Unitywater.

Unitywater has located water and/or sewerage infrastructure on the property. Attached is a map locating the infrastructure and identifying the type of infrastructure that has been identified. The map and information contained on this map is valid for 30 days from Unitywater plan print date.

Also attached to this letter is additional information about your responsibilities in relation to our infrastructure.

Sequence No: 258555700

Job No: 50754684

Location: 1 Poinsettia Court Mooloolaba

If you have further questions, please call the Customer Service Centre on 1300 0 UNITY (1300 086 489).

Yours sincerely



Ivan Beirne
Head of Asset Management, Unitywater

Important Information

DISCLAIMER

All Unitywater's records, data, images and information supplied via BYDA (the "Data") are indicative only. You agree that any plans supplied to you via BYDA are only provided for your convenience and will not be relied upon by you for any purpose.

You also agree that Unitywater does not assume any responsibility or duty of care in respect of, or warrant, guarantee or make any representation as to the Data (including its accuracy, reliability, currency, or suitability).

The information provided in any plan(s) is classified as Quality Level D (QL-D) according to Australian Standard AS 5488.1. QL-D information does not include any field verification through direct measurement and, therefore, should only be considered as a broad indication of the location and type of infrastructure. Unitywater strongly recommends using the services of professional service locators before digging near the infrastructure. You are solely responsible for the selection of appropriate site detection methodologies at all times.

To the fullest extent permitted by law, Unitywater will not be liable to you in contract, tort, equity, under statute or otherwise arising from or in connection with the provision of any plans to you via BYDA.

COMPLIANCE WITH LAWS

There may be both indicated and unmarked hazards, dangers, or encumbrances, including underground asbestos pipes and abandoned mains within your nominated search area. You are solely responsible for ensuring that appropriate care is taken at all times while undertaking works and that you comply with all mandatory requirements relating to such matters, including in relation to workplace health and safety.

DAMAGED INFRASTRUCTURE

Please note that it is an offence under Section 192 of the *Water Supply (Safety and Reliability) Act 2008* to interfere with our infrastructure without Unitywater's written consent.

You may be liable to Unitywater for any loss of or damage to our infrastructure, together with any consequential or indirect loss or damage (including without limitation, loss of use, loss of profits or loss of revenue) arising from or in connection with any interference with Unitywater's infrastructure by you or any other person for which you are legally responsible.

Any damage to Unitywater's Infrastructure must be reported immediately to the (24 Hours) Faults and Emergencies contact number on **1300 0 UNITY** (1300 086 489).

COPYRIGHT

All Data provided by Unitywater via BYDA is the intellectual property of Unitywater and is protected by copyright. Except as permitted by the Copyright Act 1968, you may not reproduce or on-sell any of the Data provided to you without the written consent of Unitywater.

NOTES

If you require further details on sewerage and water infrastructure, Detailed Infrastructure Plans are available for purchase. A request form is available through Unitywater's website <http://www.unitywater.com> or by contacting the Customer Service Centre on 1300 0 UNITY (1300 086 489).

If you require further details for house connection or drainage plans contact your local council for a plumbing search. Unitywater water and sewerage infrastructure is located across Moreton Bay, Sunshine Coast and Noosa local government areas. For information outside these areas, you will need to contact the relevant authority.

UNITYWATER BYDA MAP

Sequence Number: 258555700
Job Number: 50754684
Printed On: 26/07/2025

Emergency Situations
Call Unitywater:
1300 086 489

This information on this plan is valid
for 30 days from "Printed On" date.

Legend

Extent of Unitywater Area

Water

Water Pump Station

Water Service

Water Valve

Water Pipe (Abandoned)

Water Hydrant

Water Fitting

Water Main

Trunk Main

Reticulation Main

Sewer

Sewer Pump Station

Sewer Maintenance Hole

Sewer Valve

Sewer Fitting

Sewer Gravity Main

Trunk Main

Reticulation Main

Overflow Main

Sewer Pipe (Abandoned)

Sewer Pressure Main

Pressure Sewer

Rising Main

Vacuum Main

Pressure Sewer Service

Sewer Service

Recycled Water

Recycled Water Pump Station

Recycled Water Valve

Recycled Water Hydrant

Recycled Water Fitting

Recycled Water Pipe (Abandoned)

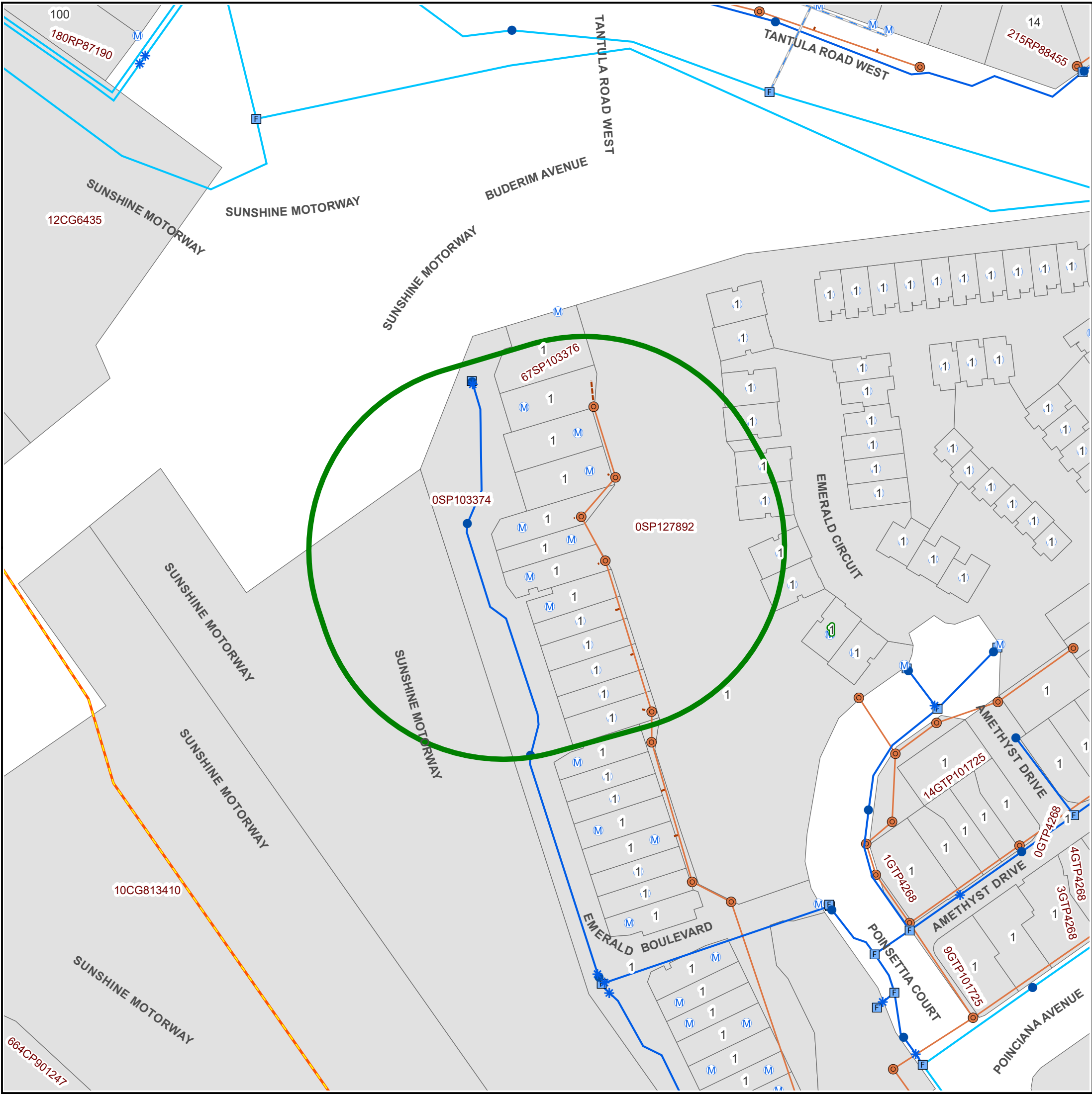
Recycled Water Main

Map Tile: 1
Scale: 1:1000
(If printed at 100%
on A3 size paper)



Before You Dig Australia
PO Box 953
Caboolture QLD 4510
Inquiries: 1300 0 Unity (1300 086 489) Email: dbyd@unitywater.com

Disclaimer These Maps are supplied under the following conditions:- Mapping details are supplied from information contained in Unitywater's records which may have been furnished to Unitywater by other persons. Unitywater gives no warranty or guarantee of any kind, expressed, implied, or statutory, to the correctness, currency or accuracy of the map details or the degree of compliance with any standards in this matter. As per the Important Information included in the response to your enquiry, you agree that these Maps are indicative only and will not be relied upon by you for any purpose. Persons making decisions with financial or legal implications must not rely upon the map details shown on this plan for the purpose of determining whether any particular facts or circumstances exist and Unitywater (and its officers and agents) expressly disclaim responsibility and liability for any loss or damage suffered as a result of placing reliance upon this information. You also acknowledge that these Maps are the intellectual property of Unitywater and may not be reproduced or sold on without the written consent of Unitywater.





End of document

i This document may exclude some files (eg. DWF or ZIP files)

This document was automatically generated at a point-in-time. Be aware that the source information from which this document was created may have changed since it was produced. This document may contain incomplete or out-of-date information. Always check your enquiry details in the BYDA Referral Service for the most recent information. For copyright information refer to individual responses.

A pool safety certificate is required in Queensland when selling or leasing a property with a regulated pool.
This form is to be used for the purposes of sections 246AA and 246AK of the *Building Act 1975*.

1. Pool safety certificate number

Identification number: PSC0259809

2. Location of the swimming pool

Property details are usually shown on the title documents and rates notices

Street address:

1 POINSETTIA CT

MOOLOOLABA QLD

Postcode

4

5

5

7

Lot and plan details:

9999/SP/103374

Local government area:

SUNSHINE COAST REGIONAL

3. Exemptions or alternative solutions for the swimming pool (if applicable)

If an exemption or alternative solution is applicable to the swimming pool please state this. This will help provide pool owners with a concise and practical explanation of the exemption or alternative solution. It will also help to ensure the ongoing use of the pool and any future modifications do not compromise compliance with the pool safety standard.

No disability exemption applies; No impracticality exemption applies

No alternative solution applies

4. Pool properties

Shared pool



Non-shared pool



Number of pools

1

5. Pool safety certificate validity

Effective date:

2

1

/

0

7

/

2

0

2

5

Expiry date:

2

1

/

0

7

/

2

0

2

6

6. Certification

I certify that I have inspected the swimming pool and I am reasonably satisfied that, under the *Building Act 1975*, the pool is a complying pool.

Name:

Emma Gardiner

Pool safety inspector
licence number:

PS15329813

Signature:



Other important information that could help save a young child's life

It is the pool owner's responsibility to ensure that the pool (including the barriers for the pool) is properly maintained at all times to comply with the pool safety standard under the *Building Act 1975*. High penalties apply for non-compliance. Parents should also consider beginning swimming lessons for their young children from an early age. Please visit

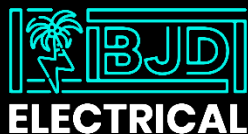
<https://www.qbcc.qld.gov.au/your-property/swimming-pools/pool-safety-standard> for further information about swimming pool safety. This pool safety certificate does not certify that a building development approval has been given for the pool or the barriers for the pool. You can contact your local government to ensure this approval is in place.

Privacy statement

The Queensland Building and Construction Commission is collecting personal information as required under the *Building Act 1975*. This information may be stored by the QBCC, and will be used for administration, compliance, statistical research and evaluation of pool safety laws. Your personal information will be disclosed to other government agencies, local government authorities and third parties for purposes relating to administering and monitoring compliance with the *Building Act 1975*. Personal information will otherwise only be disclosed to third parties with your consent or unless authorised or required by law.

RTI: The information collected on this form will be retained as required by the *Public Records Act 2002* and other relevant Acts and regulations, and is subject to the Right to Information regime established by the *Right to Information Act 2009*.

This is a public document and the information in this form will be made available to the public.



BJD Electrical Pty Ltd
ABN: 31 652 942 179
Licence Number: 88576


18/4 Juan Street
Alexandra Headland QLD 4572

bjdelectrical@hotmail.com

CERTIFICATE OF TESTING AND COMPLIANCE FOR SMOKE ALARMS

ISSUED IN ACCORDANCE WITH SECTION 227 OF THE ELECTRICAL SAFETY REGULATION 2013

THIS IS TO CERTIFY THAT THE ABOVE RESIDENCE SMOKE ALARM SYSTEM HAS BEEN UPGRADED TO THE
CURRENT AUSTRALIAN STANDARD 3786 - 2014

PROPERTY DETAILS		
CLIENT NAME	Stephen Woolcott	
INSTALLATION ADDRESS	Unit 62-1 poinsettia court Mooloolaba	
ITEMS INSTALLED	Bed 1	10 yr Lithium Wireless Alarm (interconnected)
	Bed 2	10 yr Lithium Wireless Alarm (interconnected)
	Bed 3	10 yr Lithium wireless Alarm (interconnected)
	Upstairs Hallway	240v 10 yr Lithium Hard wired Alarm (interconnected)
	Downstairs Living area	240v 10 yr Lithium Hard wired Alarm (interconnected)
INSTALLER DETAILS		
INSTALLER NAME	BRENDAN DUNCAN	
COMPANY NAME	BJD ELECTRICAL PTY LTD ABN 31 652 942 179	
LICENCE NUMBER	88576	
EMAIL	BJDELECTRICAL@HOTMAIL.COM	
PHONE	0408 104 424	
INSTALLATION DATE	04/08/2024	
TESTING DATE	04/08/2024	
SMOKE ALARM EXPIRY	04/08/2034	
SIGNATURE OF THE INSTALLER	<div> X Brendan Duncan Director</div>	

FOR ELECTRICAL INSTALLATIONS, THIS CERTIFIES THAT THE ELECTRICAL INSTALLATION, TO THE EXTENT IT IS AFFECTED BY THE ELECTRICAL WORK, HAS BEEN TESTED TO ENSURE THAT IT IS ELECTRICALLY SAFE AND IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE WIRING RULES AND ANY OTHER STANDARD APPLYING UNDER THE ELECTRICAL SAFETY REGULATION 2013 TO THE ELECTRICAL INSTALLATION.

THE ALARMS INSTALLED AT THE ABOVE ADDRESS MEET THE REQUIREMENTS OF AUSTRALIAN STANDARD 3786-2014 AND THE PROPERTY SATISFIES THE REQUIREMENTS OF THE FIRE AND RESCUE ACT 2006 AND THE RELEVANT SECTIONS OF THE BUILDING CODE OF AUSTRALIA.

✓	ON THE TESTING DATE AND AT THE INSPECTION ADDRESS, THE SMOKE ALARMS MET THE CURRENT REQUIREMENTS.
✓	ON THE TESTING DATE AND AT THE INSTALLATION ADDRESS, THE SMOKE ALARMS MET THE NEW REQUIREMENTS.



MR STEPHEN K WOOLCOTT
U 62/1 POINSETTIA COURT
MOOLOOLABA QLD 4557

Our reference: 7161397825988

Phone: **13 28 66**

26 July 2025

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello STEPHEN,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411108166146
Vendor name	STEPHEN KENNETH WOOLCOTT
Clearance Certificate Period	26 July 2025 to 26 July 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

In Australia? Phone us on **13 28 66**
If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.

0754447123

Building Act 1975 is administered by the Department of Infrastructure & Planning

Final inspection certificate

21

Single detached class 1a buildings; and Class 10 buildings or structures.

1. Owner details

If the applicant is a company, a contact person must be shown.

All correspondence will be mailed to this address.

Name & Postal address

STEVE & GAIL YOUNG
19 ELSA WILSON DR
BUDERIM Q4556

2. Property description

The description must identify all land the subject of the application.

The lot & plan details (eg. SP / RP) are shown on the documents or a rates notice.

If the plan is not registered by title, provide previous lot and plan details.

Street address (include no., street, suburb/locality & postcode)

62/1 POINSETTIA COURT, MOOLOOLABA

Lot & plan details (Attach list if necessary)

Lot: 62-RP: SP115720

Local government area

SUNSHINE COAST REGIONAL COUNCIL

3. Building description

Building description

PATIO ADDITION EXISTING

Class of building / structure

1a

4. Building certifier reference number / approval number

Building certifier reference number

31752

Development approval number

5. Performance Standards

If the building work uses a performance based solution, list the performance requirements used.

Performance requirements

INSPECTION RESULT LEGEND

SI- Satisfactory Inspection, NS- Not Satisfactory, WNV- Work Not Visible / Inspected, DN- Defects Notice, N/A- Not Applicable/ Not Mandatory, EI- Competent person / Engineer Inspected, OI- Out standing items.

6. Certification

This form must be used by building certifier to certify compliance of single detached class 1a buildings and class 10 buildings or structures (excluding swimming pools and swimming pool fences) in accordance with section 32(3) of the Building Regulation 2008.

The building certifier must give both to the owner and assessment manager a copy of the final inspection certificate.

Under section 20 of the Building Regulation 2008 only a building certifier must sign a certificate of inspection for the Foundation and Excavation stage and the Final inspection certificate.

I certify that on an inspection carried out in accordance with best industry practice, the building work for the above building or structure was inspected and complies with the building approval or certificates of inspection when accepted from competent persons at the following stages of the construction:

	Date of inspection	Result
Foundation and Excavation stage		
Slab stage		
Frame Stage		
Block work		
Final stage	26/02/2015	SI

Dated this Thursday, 26 February 2015

7. Building Certifier

Name of building certifier

Michael Bowcock

Licence no.

A23659

Phone no.

5476 9988

Mobile no.

0414954390

Fax no.

5476 9987

Signature

Date

23/02/2015

Postal address: PO Box 890 Buderim Q 4556

C.C. to: SUNSHINE COAST REGIONAL COUNCIL & STEVE YOUNG.

LOCAL GOVERNMENT USE ONLY

Approved form 21
Version 2, 02/08



CERTIFICATE OF COMPLETION

Date Generated: 08/08/2025 10:28:28 AM (AEST)

Document Details

Subject: SignAnything - 62/1 Poinsettia Court, Mooloolaba, QLD, 4557

Document Pages: 195

Certificate Pages: 1

Status: Signed

Exchanged by: Not Applicable

Exchange Date: Not Applicable

No. of Signatures: 2

Signature Logs

Signer: Julie Anne Woolcott

Email Address: juliew375@gmail.com

Status: Signed

IP Address: 91.242.215.71

Supervised By:

Email Sent Date: 08/08/2025 09:56:02 AM (AEST)

Signed Date: 08/08/2025 10:28:22 AM (AEST)

Signature: 

Signer: Stephen Kenneth Woolcott

Email Address: wooly375@gmail.com

Status: Signed

IP Address: 91.242.215.71

Supervised By:

Email Sent Date: 08/08/2025 09:56:02 AM (AEST)

Signed Date: 08/08/2025 10:23:53 AM (AEST)

Signature: 

Signer:

Email Address:

Status:

IP Address:

Supervised By:

Email Sent Date:

Signed Date:

Signature:

Contract for the Sale and Purchase of Residential Real Estate

First Edition

This document has been approved by The Real Estate Institute of Queensland Limited and the Queensland Law Society Incorporated as being suitable for the sale and purchase of residential real estate in Queensland.

The Seller and Buyer agree to sell and buy the Property under this contract.

REFERENCE SCHEDULE

Contract Date: _____ *If no date is inserted, the Contract Date is the date on which the last party signs the Contract*

PARTIES

SELLER

NAME: _____ ABN: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

NAME: _____ ABN: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

SELLER'S AGENT

NAME: _____

ABN: _____ LICENCE NO: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

SELLER'S SOLICITOR

← or any other solicitor notified to the Buyer

NAME: _____

REF: _____ CONTACT: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

BUYER

NAME: _____ ABN: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

NAME: _____ ABN: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

INITIALS (Note: initials not required if signed with Electronic Signature)

000039902562

BUYER'S AGENT (If applicable)

NAME: _____

ABN: _____ LICENCE NO: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

BUYER'S SOLICITOR

← or any other solicitor notified to the Seller

NAME: _____

REF: _____ CONTACT: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

PROPERTY

LOT: _____ ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

DESCRIPTION: LOT: _____ PLAN: _____ AREA: _____ ← more or less

TITLE REFERENCE: _____ SOLD AS: ☐ Freehold ☐ Leasehold☐ Built On ☐ Vacant ■ if neither is selected, the Lot is treated as being Freehold.

Present Use: _____

Local Government: _____

Excluded Fixtures: _____ ■ attach annexure for additional space

Included Chattels: _____ ■ attach annexure for additional space

PRICE**Cyber Warning**

Cyber criminals are targeting real estate transactions by sending fraudulent electronic communications (emails) impersonating lawyers and real estate agents. **BEFORE** you pay any funds to another person or company using information that has been emailed to you or contained in this Contract, you should contact the intended recipient by telephone to verify and confirm the account details that have been provided to you.

PURCHASE \$
PRICE: _____DEPOSIT:
Initial Deposit \$ _____
payable on the day the Buyer signs this contract
unless another time is specified below:Balance Deposit \$ _____
(if any) payable on: _____

NOTE: failure to pay the deposit on the date(s) specified may result in termination of the contract and forfeiture of the deposit to the Seller.

Deposit Holder:	
Deposit Holder's Trust Account:	
Bank:	
BSB:	Account No:

DEFAULT INTEREST RATE: _____ %

■ If no figure is inserted, the Contract Rate applying at the Contract Date published by the Queensland Law Society Inc will apply.

INITIALS (Note: initials not required if signed with Electronic Signature)

000039902562

SETTLEMENT

SETTLEMENT DATE:

- or any later date for settlement in accordance with clause 6.2, 6.3 or 11.6(1) or a special condition of this contract or under s79, s80 or s81 of the Property Law Act 2023.

WARNING: The Settlement Date as stated may change. If you require settlement on a particular date, seek legal advice prior to signing.

GST

[Select one. For sale of house or residential land or residential unit between parties who are not registered or required to be registered for GST, select first option]

Completing the GST items may have significant consequences for the Seller and Buyer. The Seller and Buyer should seek professional advice about completion of the GST item and should not rely on the Agent to complete.

- ☐ No GST is payable or Purchase Price includes GST (if any) [clause 10.2 applies]
- ☐ Buyer must pay GST in addition to the Purchase Price [clause 10.3 applies]
- ☐ Margin Scheme [clause 10.4 applies]
- ☐ Going concern [clause 10.5 applies]
- ☐ Farm Land [clause 10.6 applies]

[If not completed, clause 10.2 No GST is payable or Purchase Price includes GST applies]

GST WITHHOLDING OBLIGATIONS

Is the Buyer registered for GST and acquiring the Property for a creditable purpose?

- ☐ No
- ☐ Yes

← **WARNING:** the Buyer warrants in clause 3.3(5) that this information is true and correct.

[Note: An example of an acquisition for a creditable purpose would be the purchase of the Property by a building contractor, who is registered for GST, for the purposes of building a house on the Lot and selling it in the ordinary course of its business.]

The Seller gives notice to the Buyer in accordance with section 14-255(1)(a) of the Withholding Law that:

(select whichever is applicable)

- ☐ the Buyer is not required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property
- ☐ the Buyer is required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property. Under section 14-255(1) of the Withholding Law, the Seller is required to give further details prior to settlement.

← **WARNING:** All sellers of residential premises or potential residential land are required to complete this notice. Section 14-250 of the Withholding Law applies to the sale of 'new residential premises' or 'potential residential land' (subject to some exceptions) and requires an amount to be withheld from the Purchase Price and paid to the ATO. The Seller should seek legal advice if unsure about completing this section.

LAND TAX

NOTE: This item **must be completed if:**

- the Property is **not** the Seller's principal place of residence (their home); and
- the Seller is not otherwise exempt from paying land tax in connection with the Property.

[select one]

- ☐ No adjustment is to be made for land tax
- ☐ Land tax is to be adjusted on a single holding basis
- ☐ Land tax is to be adjusted on the Seller's actual land tax liability

[If not completed, no adjustment is to be made for land tax]

CONDITIONS

FINANCE

Finance Amount: \$ _____

Financier: _____

Finance Date: _____

- Unless all of "Finance Amount", "Financier" and "Finance Date" are completed, this contract is not subject to finance and clause 4.1 does not apply.

BUILDING AND/OR PEST INSPECTION DATE

Inspection Date: _____

- If "Inspection Date" is not completed, the contract is not subject to an inspection report and clause 4.2 does not apply.

INITIALS *(Note: initials not required if signed with Electronic Signature)*

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MATTERS AFFECTING PROPERTY

TITLE ENCUMBRANCES:

The Encumbrances listed below **will remain after** settlement under clause 7.2:

☐ **Seller Disclosure Statement was given to the Buyer**

- a. the **registered interests and encumbrances** listed on the title search included in the Seller Disclosure Statement other than any mortgage, caveat or charge; and
- b. the **Unregistered Encumbrances** (note this includes statutory encumbrances affecting the land) disclosed in the Seller Disclosure Statement, unless this contract requires them to be discharged at or before settlement (for example clause 3.5).

☐ **Seller Disclosure Statement was NOT given to the Buyer**

List all Encumbrances that **will remain after** settlement under clause 7.2:

(You need to include specific description of all registered interests, unregistered interests and statutory encumbrances (see definition of Encumbrances)).

TENANCIES:

Is the Property sold subject to a Residential Tenancy Agreement or Rooming Accommodation Agreement?

☐ No

☐ Yes, details are contained in the attached Tenancies Schedule

OTHER MATTERS:

Residential Tenancy Agreements or Rooming Accommodation Agreements:

Has the Property been subject to a Residential Tenancy Agreement or Rooming Accommodation Agreement at any time within the period of 12 months before the Contract Date?

☐ No

☐ Yes

If Yes, the day of the last rent increase for each residential premises comprising the Property is: _____

← **WARNING TO SELLER:** If the Property or any part has been let at any time in the last 12 months the Seller is required under clause 5.5(1)(e) to provide evidence of the last rent increase. Failure to provide evidence by settlement may entitle the Buyer to terminate the contract.

TREE ORDERS AND APPLICATIONS:

Neighbourhood Disputes (Dividing Fences and Trees) Act 2011, section 83:

Is the Lot affected by an application to, or an order made by, the Queensland Civil and Administrative Tribunal (QCAT) in relation to a tree on the Lot?

☐ No

☐ Yes

If yes, a copy of the application or order is given with this contract.

← **WARNING:** Failure to comply with s83 Neighbourhood Disputes (Dividing Fences and Trees Act) 2011 by giving a copy of an order or application to the Buyer (where applicable) prior to Buyer signing the contract will entitle the Buyer to terminate the contract prior to Settlement.

POOL SAFETY

Q1. Is there a pool on the Lot or on adjacent land used in association with the Lot?

☐ No

☐ Yes

Q2. If the answer to Q1 is Yes, is there a Pool Compliance Certificate for the pool at the time of contract?

☐ No

☐ Yes

← **WARNING TO SELLER:** If there is a regulated pool on the Lot, under clause 5.5(1)(f) the Seller must provide a Pool Compliance Certificate at settlement. If there is no Pool Compliance Certificate at the Contract Date you must give a Notice of No Pool Safety Certificate to the Buyer prior to entering into this contract

ELECTRICAL SAFETY SWITCH AND SMOKE ALARM

■ **NOTE:** This section must be completed if there is a domestic dwelling on or comprising the Lot

The Seller gives notice to the Buyer that an Approved Safety Switch for the General Purpose Socket Outlets is:

☐ Installed in the residence

☐ Not installed in the residence

The Seller gives notice to the Buyer that smoke alarms complying with the Smoke Alarm Requirement Provision are:

☐ Installed in the residence

☐ Not installed in the residence

← **WARNING:** By giving false or misleading information in this section, the Seller may incur a penalty. The Seller should seek expert and qualified advice about completing this section and not rely on the Seller's Agent to complete this section.

← **WARNING:** Under clause 7.9 the Seller must install smoke alarms complying with the Smoke Alarm Requirement Provision in any domestic dwelling on the Lot. Failure to do so is an offence under the Fire Services Act 1990.

INITIALS (Note: initials not required if signed with Electronic Signature)

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LOTS IN A COMMUNITY TITLES SCHEME**(COMPLETE IF APPLICABLE)****STATUTORY WARRANTIES AND CONTRACTUAL RIGHTS**

If the Lot is a lot in a community titles scheme, the Seller gives notice to the Buyer of the following matters:

← **WARNING TO SELLER:** The Body Corporate and Community Management Act 1997 and the Contract include warranties by the Seller about the Body Corporate and the Scheme land. Breach of a warranty may result in a damages claim or termination by the Buyer. Sellers should consider whether to carry out an inspection of the Body Corporate records to complete this section.

(a) Latent or Patent Defects in Common Property or Body Corporate Assets (s 223(2)(a)(b))*

(b) Actual or Contingent or Expected Liabilities of Body Corporate (s 223(2)(c)(d))*

(c) Circumstances in Relation to Affairs of Body Corporate (s 223(3))*

(d) Proposal to Record a New Community Management Statement (clause 12.9(1)(a))

(e) Unapproved improvements on common property benefitting the Lot (clause 12.9(1)(b))*

(f) Outstanding by-law contravention notices (clause 12.9(1)(c))*

(g) Proposed Body Corporate resolutions (clause 12.10)*

**Include in attachment if insufficient space*

INSPECTION OF BODY CORPORATE RECORDS

Records Inspection Date: _____

← If "Records Inspection Date" is not completed, the contract is not subject to a satisfactory inspection of records and clause 12.3 does not apply.

LOTS IN A BUILDING UNIT AND GROUP TITLE PARCEL**(COMPLETE IF APPLICABLE)****WARRANTIES AND CONTRACTUAL RIGHTS**

If the Lot is a lot in a Parcel to which the *Building Units and Group Titles Act 1980* applies, the Seller gives notice to the Buyer of the following matters:

← **WARNING TO SELLER:** The Contract includes warranties by the Seller about the Body Corporate and the Parcel. Breach of a warranty may result in a damages claim or termination by the Buyer. Sellers should consider whether to carry out an inspection of the Body Corporate records to complete this section.

(a) Proposal to add to, alter or repeal by-laws (clause 13.9(1)(a))

(b) Unapproved improvements on common property benefitting the Lot (clause 13.9(1)(b))*

(c) Outstanding by-law contravention notices (clause 13.9(1)(c))*

(d) Proposed Body Corporate resolutions (clause 13.10)*

**Include in attachment if insufficient space*

INSPECTION OF BODY CORPORATE RECORDS

Records Inspection Date: _____

← If "Records Inspection Date" is not completed, the contract is not subject to a satisfactory inspection of records and clause 13.3 does not apply.

INITIALS (Note: initials not required if signed with Electronic Signature)

000039902562

SPECIAL CONDITIONS

SIGNATURES

The contract may be subject to a 5 business day statutory cooling-off period. A termination penalty of 0.25% of the purchase price applies if the Buyer terminates the contract during the statutory cooling-off period. It is recommended the Buyer obtain an independent property valuation and independent legal advice about the contract and his or her cooling-off rights, before signing.

Buyer: _____ Date: _____ Witness: _____

Buyer: _____ Date: _____ Witness: _____

By placing my signature above, I warrant that I am the Buyer named in the Reference Schedule or authorised by the Buyer to sign.

(Note: No witness is required if the Buyer signs using an Electronic Signature)

Seller: _____ Date: _____ Witness: _____

Seller: _____ Date: _____ Witness: _____

By placing my signature above, I warrant that I am the Seller named in the Reference Schedule or authorised by the Seller to sign.

(Note: No witness is required if the Seller signs using an Electronic Signature)

INITIALS (Note: initials not required if signed with Electronic Signature)

000039902562

TERMS OF CONTRACT

FOR THE SALE AND PURCHASE OF RESIDENTIAL REAL ESTATE

1. DEFINITIONS

1.1 In this contract, terms in **bold** in the Reference Schedule have the meanings shown under or opposite them and unless the context otherwise requires:

- (a) **"Approved Safety Switch"** means a residual current device as defined in the *Electrical Safety Regulation 2013*;
- (b) **"ATO"** means the Australian Taxation Office;
- (c) **"ATO Clearance Certificate"** means a certificate issued under s14-220(1) of the Withholding Law which is current on the date it is given to the Buyer;
- (d) **"Balance Purchase Price"** means the Purchase Price, less the Deposit paid by the Buyer;
- (e) **"Bank"** means an authorised deposit-taking institution within the meaning of the *Banking Act 1959* (Cth);
- (f) **"Bank Cheque"**:
 - (i) includes a cheque drawn by a building society or credit union on itself; and
 - (ii) does not include a cheque drawn by a building society or credit union on a Bank;
- (g) **"Bond"** means a bond under the *Residential Tenancies and Rooming Accommodation Act 2008*;
- (h) **"Building Inspector"** means a person licensed to carry out completed residential building inspections under the *Queensland Building and Construction Commission Regulation 2018*;
- (i) **"Business Day"** means a day other than:
 - (i) a Saturday or Sunday;
 - (ii) a public holiday or special holiday in the Place for Settlement; and
 - (iii) a day in the period 27 to 31 December (inclusive);
- (j) **"CGT Withholding Amount"** means the amount determined under section 14-200(3)(a) of the Withholding Law or, if a copy is provided to the Buyer prior to settlement, a lesser amount specified in a variation notice under section 14-235;
- (k) **"Contract Date"** or **"Date of Contract"** means:
 - (i) the date inserted in the Reference Schedule as the Contract Date; or
 - (ii) if no date is inserted, the date on which the last party signs this contract;
- (l) **"Court"** includes any tribunal established under statute;
- (m) **"Digitally Sign"** and **"Digital Signature"** have the meaning in the ECNL;
- (n) **"ECNL"** means the Electronic Conveyancing National Law (Queensland);
- (o) **"Electronic Conveyancing Documents"** has the meaning in the *Land Title Act 1994*;
- (p) **"Electronic Lodgement"** means lodgement of a document in the Land Registry in accordance with the ECNL;
- (q) **"Electronic Settlement"** means settlement facilitated by an ELNO System;
- (r) **"Electronic Signature"** means an electronic method of signing that identifies the person and indicates their intention to sign the contract;
- (s) **"Electronic Workspace"** means a shared electronic workspace within the ELNO System nominated by the Seller that allows the Buyer and Seller to effect Electronic Lodgement and Financial Settlement;
- (t) **"ELNO"** has the meaning in the ECNL;
- (u) **"ELNO System"** means a system provided by an ELNO capable of facilitating Financial Settlement and Electronic Lodgement in Queensland;
- (v) **"Encumbrances"** includes:
 - (i) registered encumbrances;
 - (ii) Unregistered Encumbrances; and
 - (iii) Security Interests;
- (w) **"Enforcement Notice"** means any valid notice or order by any competent authority or Court requiring work to be done or money spent in relation to the Property;
- (x) **"Essential Term"** includes, in the case of breach by:
 - (i) the Buyer: clauses 2.1, 3.1, 3.2, 3.3, 5.1 and 6.1; and
 - (ii) the Seller: clauses 3.2, 3.3, 5.5(1) and 6.1; but nothing in this definition precludes a Court from finding other terms to be essential;
- (y) **"Extension Notice"** means a notice under clause 6.2(1);
- (z) **"Financial Institution"** means a Bank, building society or credit union;
- (aa) **"Financial Settlement"** means the exchange of value between Financial Institutions facilitated by an ELNO System in accordance with the Financial Settlement Schedule;
- (bb) **"Financial Settlement Schedule"** means the electronic settlement schedule within the Electronic Workspace listing the source accounts and destination accounts;
- (cc) **"General Purpose Socket Outlet"** means an electrical socket outlet as defined in the *Electrical Safety Regulation 2013*;
- (dd) **"GST"** means the goods and services tax under the GST Act;
- (ee) **"GST Act"** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and includes other GST related legislation;
- (ff) **"GST Withholding Amount"** means the amount (if any) determined under section 14-250 of the Withholding Law required to be paid to the Commissioner of Taxation;
- (gg) **"Improvements"** means all fixed structures on the Lot and includes all items fixed to them (such as stoves, hot water systems, fixed carpets, curtains, blinds and their fittings, clothes lines, fixed satellite dishes and television antennae, in-ground plants) but does not include the Reserved Items;
- (hh) **"Keys"** means keys, codes or devices in the Seller's possession or control for all locks or security systems on the Property or necessary to access the Property;
- (ii) **"Outgoings"** means rates or charges on the Lot by any competent authority (for example, council rates, water rates, fire service levies) but excludes land tax if the Reference Schedule provides that *No adjustment is to be made for land tax*;
[Note: the definition of Outgoings is modified by clauses 12.2(2)(a), 13.2(2)(a) where applicable]
- (jj) **"Pest Inspector"** means a person licensed to undertake termite inspections on completed buildings under the *Queensland Building and Construction Commission Regulation 2018*;

- (kk) **"Place for Settlement"** means:
- (i) where the Seller is represented by a solicitor who has an office in Queensland, the city or town in Queensland in which the office of the Seller's Solicitor is located;
 - (ii) otherwise, within the Brisbane Central Business District;
- (ll) **"Pool Compliance Certificate"** means:
- (i) a Pool Safety Certificate under section 231C(a) of the *Building Act 1975*; or
 - (ii) a building certificate that may be used instead of a Pool Safety Certificate under section 246AN(2) of the *Building Act 1975*; or
 - (iii) an exemption from compliance on the grounds of impracticality under section 245B of the *Building Act 1975*;
- (mm) **"PPSR"** means the Personal Property Securities Register established under *Personal Property Securities Act 2009* (Cth);
- (nn) **"Property"** means:
- (i) the Lot;
 - (ii) the Improvements; and
 - (iii) the Included Chattels;
- [Note: the definition of Property is modified by clause 12.2(2)(b) or 13.2(2)(b) where applicable]
- (oo) **"Rent"** means any periodic amount payable under the Tenancies;
- (pp) **"Reserved Items"** means the Excluded Fixtures and all chattels on the Lot other than the Included Chattels;
- (qq) **"Residential Tenancy Agreement"** has the meaning in the RTRA Act;
- (rr) **"Rooming Accommodation Agreement"** has the meaning in the RTRA Act;
- (ss) **"RTRA Act"** means the *Residential Tenancies and Rooming Accommodation Act 2008*;
- (tt) **"Security Interests"** means all security interests registered on the PPSR over Included Chattels and Improvements;
- (uu) **"Seller Disclosure Statement"** means the disclosure statement and prescribed certificates given by the Seller to the Buyer under section 99(1) of the *Property Law Act 2023* (if applicable) before the Buyer signed this contract;
- (vv) **"Services"** means infrastructure for the provision of services including water, gas, electricity, telecommunications, sewerage or drainage;
- (ww) **"Site Value"** means:
- (i) in the case of non-rural land, the site value under the *Land Valuation Act 2010*; or
 - (ii) in the case of rural land, the unimproved value under the *Land Valuation Act 2010*;
- (xx) **"Smoke Alarm Requirement Provision"** has the meaning in section 147W of the *Fire Services Act 1990*;
- (yy) **"Transfer Documents"** means:
- (i) the form of transfer under the *Land Title Act 1994* required to transfer title in the Lot to the Buyer; and
 - (ii) any other document to be signed by the Seller necessary for stamping or registering the transfer;
- (zz) **"Transport Infrastructure"** has the meaning defined in the *Transport Infrastructure Act 1994*;
- (aaa) **"Unregistered Encumbrance"** has the meaning in the *Property Law Regulation 2024*; and
- (bbb) **"Withholding Law"** means Schedule 1 to the *Taxation Administration Act 1953* (Cth).

2. DEPOSIT

2.1 Payment of Deposit

- (1) The Buyer must pay the Deposit to the Deposit Holder at the times shown in the Reference Schedule. The Deposit Holder will hold the Deposit until a party becomes entitled to it.
- (2) The Buyer will be in default if it:
 - (a) does not pay the Deposit when required;
 - (b) pays the Deposit by a post-dated cheque; or
 - (c) pays the Deposit by cheque which is dishonoured on presentation.
- (3) Subject to clause 2.1(4), if the Buyer:
 - (a) effects an electronic transaction to pay all or part of the Deposit to the account of Deposit Holder on a day;
 - (b) provides written evidence to the Deposit Holder that the electronic transaction has occurred; and
 - (c) does not take any action to defer the payment to the Deposit Holder to a later day,
 the payment is taken to be received by the Deposit Holder on the day the Buyer effects the electronic transaction even if, because of circumstances beyond the Buyer's control, the payment to the Deposit Holder's account happens on a later day.
- (4) If the Buyer has complied with clause 2.1(3) but the Deposit Holder has not received the payment by the due date:
 - (a) the Seller may give the Buyer notice that the payment has not been received by the Deposit Holder; and
 - (b) if the payment has not been paid into the account of the Deposit Holder by 5pm on the date 2 Business Days after the Seller's notice under clause 2.1(4)(a) is given to the Buyer then clause 2.1(3) will not apply and the Buyer will be in default.
- (5) The Seller may recover from the Buyer as a liquidated debt any part of the Deposit which is not paid when required.

2.2 Investment of Deposit

If:

- (1) the Deposit Holder is instructed by either the Seller or the Buyer; and
 - (2) it is lawful to do so;
- the Deposit Holder must:
- (3) invest as much of the Deposit as has been paid with any Financial Institution in an interest-bearing account in the names of the parties;
 - (4) provide the parties' tax file numbers to the Financial Institution (if they have been supplied); and
 - (5) provide the parties with an account statement in respect of the account in which the Deposit is held:
 - (a) at 30 June of each year; and
 - (b) when the Deposit Holder pays the Deposit to the party entitled to it.

2.3 Entitlement to Deposit and Interest

- (1) The party entitled to receive the Deposit is:
 - (a) if this contract settles, the Seller;
 - (b) if this contract is terminated without default by the Buyer, the Buyer; and
 - (c) if this contract is terminated owing to the Buyer's default, the Seller.
- (2) The interest on the Deposit must be paid to the person who is entitled to the Deposit.
- (3) The person who is entitled to the Deposit is presently entitled to the interest on the Deposit. Until settlement or termination of this contract, the Seller is presently entitled to the interest on the Deposit.
- (4) If this contract is terminated, and the Buyer is entitled to the Deposit:

- (a) the Buyer must reimburse the Seller for any tax paid by the Seller as a result of an earlier present entitlement to interest on the Deposit; and
 - (b) the Buyer has no further claim once it receives the Deposit and any interest on the Deposit, unless the termination is due to the Seller's default or breach of warranty.
- (5) The Deposit is invested at the risk of the party who is ultimately entitled to it.

3. PURCHASE PRICE

3.1 Payment of Balance Purchase Price

On the Settlement Date, the Buyer must pay the Balance Purchase Price:

- (a) for an Electronic Settlement, by electronic funds transfer as directed by the Seller's Solicitor and/or the Seller's mortgagee in the Financial Settlement Schedule; or
- (b) otherwise, by Bank Cheque as the Seller or the Seller's Solicitor directs.

3.2 Foreign Residents Capital Gains Tax Withholding

- (1) Clause 3.2 applies if both the following apply:
 - (a) the sale is not an excluded transaction under s14-215 of the Withholding Law; and
 - (b) the Seller has not given the Buyer on or before settlement for each person comprising the Seller either:
 - (i) an ATO Clearance Certificate; or
 - (ii) a variation notice under s14-235 of the Withholding Law, which remains current at the Settlement Date, varying the CGT Withholding Amount to nil.
- (2) The Buyer must lodge a Foreign Resident Capital Gains Withholding Purchaser Notification Form with the ATO for each person comprising the Buyer and give copies to the Seller with the payment reference numbers (PRN) on or before settlement.
- (3) If settlement is to be effected by Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the CGT Withholding Amount to the account nominated by the Commissioner of Taxation.
- (4) If settlement is not an Electronic Settlement:
 - (a) for clause 3.1(b), the Seller irrevocably directs the Buyer to draw a Bank Cheque for the CGT Withholding Amount in favour of the Commissioner of Taxation or, if the Buyer's Solicitor requests, the Buyer's Solicitor's Trust Account;
 - (b) the Seller must return the Bank Cheque in paragraph (a) to the Buyer's Solicitor (or if there is no Buyer's Solicitor, the Buyer) at settlement; and
 - (c) the Buyer must pay the CGT Withholding Amount to the ATO in accordance with section 14-200 of the Withholding Law and give the Seller evidence that it has done so within 2 Business Days of settlement occurring.
- (5) For clause 3.2(1) and section 14-215 of the Withholding Law, the market value of the CGT asset is taken to be the Purchase Price less any GST included in the Purchase Price for which the Buyer is entitled to an input tax credit unless:
 - (a) the Property includes items in addition to the Lot and Improvements; and
 - (b) no later than 2 Business Days before the Settlement Date, the Seller gives the Buyer a valuation of the Lot and Improvements prepared by a registered valuer,
 in which case the market value of the Lot and Improvements will be as stated in the valuation.

3.3 GST Withholding

- (1) If the Buyer is required to pay the GST Withholding Amount to the Commissioner of Taxation at settlement pursuant to section 14-250 of the Withholding Law:
 - (a) the Seller must give the Buyer a notice in accordance with section 14-255(1) of the Withholding Law;
 - (b) prior to settlement the Buyer must lodge with the ATO:
 - (i) a *GST Property Settlement Withholding Notification* form ("Form 1"); and
 - (ii) a *GST Property Settlement Date Confirmation* form ("Form 2");
 - (c) on or before settlement, the Buyer must give the Seller copies of:
 - (i) the Form 1;
 - (ii) confirmation from the ATO that the Form 1 has been lodged specifying the Buyer's lodgement reference number and payment reference number;
 - (iii) confirmation from the ATO that the Form 2 has been lodged; and
 - (iv) a completed ATO payment slip for the Withholding Amount.
- (2) The Buyer is taken to have complied with clause 3.3(1)(b) and 3.3(1)(c) if the Form 1 is lodged through the Electronic Workspace and the Form 2 is shown as pending settlement (however described).
- (3) If settlement is to be effected by Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the GST Withholding Amount to the account nominated by the Commissioner of Taxation.
- (4) If settlement is not an Electronic Settlement:
 - (a) the Seller irrevocably directs the Buyer to draw a Bank Cheque for the GST Withholding Amount in favour of the Commissioner of Taxation and deliver it to the Seller at settlement; and
 - (b) the Seller must pay the GST Withholding Amount to the ATO in compliance with section 14-250 of the Withholding Law promptly after settlement.
- (5) The Buyer warrants that the statements made by the Buyer in the Reference Schedule under GST Withholding Obligations are true and correct.

3.4 Adjustments

- (1) Rent and Outgoings must be apportioned between the parties in accordance with clauses 3.4, 3.5 and 3.6 and any adjustments paid and received on settlement so that:
 - (a) the Seller is liable for Outgoings and is entitled to Rent up to and including the Settlement Date; and
 - (b) the Buyer is liable for Outgoings and is entitled to Rent after the Settlement Date.
- (2) Upon written request by the Buyer, the Seller will, before settlement, give the Buyer a written statement, supported by reasonable evidence, of:
 - (a) all Outgoings and all Rent for the Property to the extent they are not capable of discovery by search or enquiry at any office of public record or pursuant to the provisions of any statute; and
 - (b) any other information which the Buyer may reasonably require for the purpose of calculating or apportioning any Outgoings or Rent under this clause 3.4.

If the Seller becomes aware of a change to the information provided the Seller will as soon as practicable provide the updated information to the Buyer.

3.5 Outgoings

- (1) Subject to clauses 3.5(2), 3.5(4), 3.5(5) and 3.5(6), Outgoings for periods including the Settlement Date must be adjusted:
 - (a) for those paid, on the amount paid;
 - (b) for those assessed but unpaid, on the amount payable (excluding any discount); and
 - (c) for those not assessed:
 - (i) on the amount the relevant authority advises will be assessed (excluding any discount); or
 - (ii) if no advice on the assessment to be made is available, on the amount of the latest separate assessment (excluding any discount).
- (2) If there is no separate assessment of rates for the Lot at the Settlement Date and the Local Government informs the Buyer that it will not apportion rates between the Buyer and the Seller, then:
 - (a) the amount of rates to be adjusted is that proportion of the assessment equal to the ratio of the area of the Lot to the area of the parcel in the assessment; and
 - (b) if an assessment of rates includes charges imposed on a "per lot" basis, then the portion of those charges to be adjusted is the amount assessed divided by the number of lots in that assessment.
- (3) The Seller is liable for land tax assessed on the Lot for the financial year current at the Settlement Date. If land tax is unpaid at the Settlement Date and the Queensland Revenue Office advises that it will issue a final clearance for the Lot on payment of a specified amount, then:
 - (a) if settlement is to be effected by Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the specified amount to the account nominated by the Commissioner of State Revenue;
 - (b) otherwise, the Seller irrevocably directs the Buyer to draw a Bank Cheque for the specified amount from the Balance Purchase Price at settlement and the Buyer must pay it promptly to the Queensland Revenue Office.
- (4) If the Reference Schedule states that:
 - (a) *Land tax is to be adjusted on a single holding basis*, land tax must be adjusted on the assessment that the Queensland Revenue Office would issue to the Seller for the land tax year current at the Settlement Date if the Lot was the Seller's only land; or
 - (b) *Land tax is to be adjusted on the Seller's actual land tax liability*, land tax must be adjusted on the actual assessment that the Queensland Revenue Office has issued or will issue to the Seller for the land tax year current at the Settlement Date.
- (5) For clause 3.5(4), if there is no separate Site Value for the Lot, the land tax for the Lot shall be calculated on a notional Site Value equal to:

$$SV \times \frac{LA}{PA}$$

where:

SV means the Site Value of the land which includes the Lot and has a separate Site Value (the "**Parent Lot**")

LA means the area of the Lot

PA means the area of the Parent Lot.

[Note: this clause is modified by clauses 12.4 and 13.4 where applicable]

- (6) Any Outgoings assessable on the amount of water used must be adjusted on the charges that would be assessed on the total water usage for the assessment period, determined by assuming that the actual rate of usage shown by the meter reading made before settlement continues throughout the assessment period. The Buyer must obtain and pay for the meter reading.
- (7) If any Outgoings are assessed but unpaid at the Settlement Date, then:
 - (a) if settlement is to be effected by Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the amount payable to the relevant authority;
 - (b) otherwise, the Seller irrevocably directs the Buyer to draw a Bank Cheque for the amount payable from the Balance Purchase Price at settlement and pay it promptly to the relevant authority.

If an amount is deducted under this clause, the relevant Outgoing will be treated as paid at the Settlement Date for the purposes of clause 3.5(1).

3.6 Rent

- (1) Rent for any rental period ending on or before the Settlement Date belongs to the Seller and is not adjusted at settlement.
- (2) Unpaid Rent for the rental period including both the Settlement Date and the following day ("**Current Period**") is not adjusted until it is paid.
- (3) Rent already paid for the Current Period or beyond must be adjusted at settlement.
- (4) If Rent payments are reassessed after the Settlement Date for periods including the Settlement Date, any additional Rent payment from a Tenant or refund due to a Tenant must be apportioned under clauses 3.6(1), 3.6(2) and 3.6(3).
- (5) Payments under clause 3.6(4) must be made within 14 days after notification by one party to the other but only after any additional payment from a Tenant has been received.

3.7 Cost of Bank Cheques

If settlement is not an Electronic Settlement:

- (a) the cost of Bank Cheques payable at settlement:
 - (i) to the Seller or its mortgagee are the responsibility of the Buyer; and
 - (ii) to parties other than the Seller or its mortgagee are the responsibility of the Seller and the Seller will reimburse this cost to the Buyer as an adjustment at settlement; and
- (b) the Seller is not entitled to require payment of the Balance Purchase Price by means other than Bank Cheque without the consent of the Buyer.

4. CONDITIONS

4.1 Finance

- (1) This contract is conditional on the Buyer obtaining approval of a loan for the Finance Amount from the Financier by the Finance Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain approval.
- (2) The Buyer must give notice to the Seller that:
 - (a) approval has not been obtained by the Finance Date and the Buyer terminates this contract; or
 - (b) the finance condition has been either satisfied or waived by the Buyer.
- (3) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.1(2) by 5pm on the Finance Date. This is the Seller's only remedy for the Buyer's failure to give notice.

- (4) The Seller's right under clause 4.1(3) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 4.1(2).

4.2 Building and Pest Inspection

- (1) This contract is conditional upon the Buyer obtaining a written building report from a Building Inspector and a written pest report from a Pest Inspector (which may be a single report) on the Property by the Inspection Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain the reports (subject to the right of the Buyer to elect to obtain only one of the reports).
- (2) The Buyer must give notice to the Seller that:
 - (a) a satisfactory Inspector's report under clause 4.2(1) has not been obtained by the Inspection Date and the Buyer terminates this contract. The Buyer must act reasonably; or
 - (b) clause 4.2(1) has been either satisfied or waived by the Buyer.
- (3) If the Buyer terminates this contract and the Seller asks the Buyer for a copy of the building and pest reports, the Buyer must give a copy of each report to the Seller without delay.
- (4) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.2(2) by 5pm on the Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- (5) The Seller's right under clause 4.2(4) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 4.2(2).

4.3 Consent to Transfer of State Lease

- (1) If the Lot sold is leasehold, this contract is conditional on the Seller obtaining any necessary consent to the transfer of the lease to the Buyer by the Settlement Date.
- (2) The Seller must apply for the consent required as soon as possible.
- (3) The Buyer must do everything reasonably required to help obtain this consent.

[Note: If clause 12.3 or 13.3 applies, the contract is also conditional on the Buyer's satisfaction with the Body Corporate's records]

5. SETTLEMENT

5.1 Time and Date

Settlement must occur by 4pm AEST on the Settlement Date.

5.2 Electronic Settlement

- (1) Settlement must be effected by Electronic Settlement unless the form of transfer under the *Land Title Act 1994* required to transfer title in the Lot to the Buyer is not a required instrument to which section 5(1) of the *Land Title Regulation 2022* applies other than as a result of section 5(2)(a)(ii).
- (2) If settlement is to be effected by Electronic Settlement:
 - (a) the Seller must nominate the ELNO System to be used for the Electronic Settlement. Despite clause 11.3(9), the Seller may nominate the ELNO System by sending or accepting an invitation to an Electronic Workspace in an ELNO System;
 - (b) clause 5.2(2)(a) does not prevent the Buyer using an ELNO System which is interoperable with the ELNO System nominated by the Seller;
 - (c) the parties must:
 - (i) ensure that the Electronic Workspace is completed and all Electronic Conveyancing Documents and the Financial Settlement Schedule are Digitally Signed prior to settlement; and

- (ii) do everything else required in the Electronic Workspace or otherwise to enable settlement to occur on the Settlement Date;
- (d) if the parties cannot agree on a time for settlement, the time to be nominated in the Electronic Workspace is 4pm AEST;
- (e) if any part of the Purchase Price is to be paid to discharge an Outgoing:
 - (i) the Buyer may, by notice in writing to the Seller, require that the amount is paid to the Buyer's Solicitor's trust account and the Buyer is responsible for paying the amount to the relevant authority;
 - (ii) for amounts to be paid to destination accounts other than the Buyer's Solicitor's trust account, the Seller must give the Buyer a copy of the current account for the Outgoing to enable the Buyer to verify the destination account details in the Financial Settlement Schedule;
- (f) if the Deposit is required to discharge any Encumbrance or pay an Outgoing at settlement:
 - (i) the Deposit Holder must, if directed by the Seller at least 2 Business Days before settlement, pay the Deposit (and any interest accrued on investment of the Deposit) less commission as clear funds to the Seller's Solicitor;
 - (ii) the Buyer and the Seller authorise the Deposit Holder to make the payment in clause 5.2(2)(f)(i);
 - (iii) the Seller's Solicitor will hold the money as Deposit Holder under the Contract;
 - (iv) the Seller and Buyer authorise the Seller's Solicitor to pay the money as directed by the Seller in accordance with the Financial Settlement Schedule;
- (g) each party must pay its own fees and charges of using the relevant ELNO System for Electronic Settlement;
- (h) a party is not in default to the extent it is prevented from complying with an obligation because the other party or the other party's Financial Institution has done or not done something in the Electronic Workspace (for example, failing to complete details necessary to enable the other party to complete or sign the Electronic Workspace);
- (i) any rights under the contract or at law to terminate the contract may not be exercised during the time the Electronic Workspace is locked for Electronic Settlement; and
- (j) Electronic Settlement is taken to occur when Financial Settlement is effected, whether or not Electronic Lodgement has occurred.

5.3 Place for Settlement

- (1) An Electronic Settlement will be deemed to take place in the Place for Settlement.
- (2) If the settlement is not an Electronic Settlement, subject to clause 5.3(3), settlement must be effected in the Place for Settlement at the office of a solicitor, Financial Institution or settlement agent nominated by the Seller.
- (3) If the Seller has not nominated an office under clause 5.3(2) or the parties have not otherwise agreed where settlement is to occur by 5pm on the date 2 Business Days before the Settlement Date, section 76(2)(b) of the *Property Law Act 2023* applies.

5.4 Transfer Documents

If the settlement is not an Electronic Settlement:

- (a) the Transfer Documents must be prepared by the Buyer and delivered to the Seller a reasonable time before the Settlement Date; and
- (b) if the Buyer pays the Seller's reasonable expenses, it may require the Seller to produce the Transfer Documents at the Queensland Revenue Office nearest the Place for Settlement for stamping before settlement.

5.5 Documents and Keys at Settlement

- (1) In exchange for payment of the Balance Purchase Price and the documents to be provided by the Buyer under clause 12.6 or 13.6 (if applicable), the Seller must deliver to the Buyer at settlement:
 - (a) unstamped Transfer Documents capable of immediate registration after stamping; and
 - (b) any instrument necessary to release any Encumbrance over the Property in compliance with the Seller's obligation in clause 7.2; and
 - (c) if requested by the Buyer not less than 2 Business Days before the Settlement Date, the Keys; and
 - (d) if there are Tenancies:
 - (i) the Seller's copy of any Tenancy agreements;
 - (ii) a notice to each Tenant advising of the sale in the form required by law; and
 - (iii) any notice required by law to transfer to the Buyer the Seller's interest in any Bond; and
 - (e) if the Property has been subject to a Residential Tenancy Agreement or Rooming Accommodation Agreement at any time within the period of 12 months before the Contract Date:
 - (i) for any Tenancies, evidence of the day of the last rent increase for each part of the Property before those Tenancies were entered into; and
 - (ii) for any part of the Property not subject to a Tenancy at settlement, evidence of the day of the last rent increase for that part of the Property, sufficient to satisfy section 93A or 105C of the RTRA Act; and
 - (f) a copy of a current Pool Compliance Certificate for each regulated pool on the Lot unless:
 - (i) the Seller has given the Buyer a current (at the time it was given) Pool Compliance Certificate before settlement; or
 - (ii) the Seller has given the Buyer a notice under section 28 of the *Building Regulation 2021* (Notice of No Pool Safety Certificate) before entry into this contract; and
 - (g) if clause 10.8 applies, a Tax Invoice.
- (2) If the Keys are not required to be delivered at Settlement under clause 5.5(1)(c), the Seller must deliver the Keys to the Buyer on or before settlement. The Seller may discharge its obligation under this provision by authorising the Seller's Agent to release the Keys to the Buyer.
- (3) For an Electronic Settlement, the Seller will be taken to have complied with clause 5.5(1) if:
 - (a) in relation to documents which are suitable for Electronic Lodgement in the Land Registry at settlement, the documents are Digitally Signed within the Electronic Workspace; and

- (b) in relation to any other document or thing, the Seller's Solicitor:
 - (i) confirms in writing prior to settlement that it holds all relevant documents which are not suitable for Electronic Lodgement and all Keys (if requested under clause 5.5(1)(c)) in escrow on the terms contained in the QLS E-Conveyancing Guidelines; and
 - (ii) gives a written undertaking to send the documents and Keys (if applicable) to the Buyer or Buyer's Solicitor no later than 2 Business Days after settlement; and
 - (iii) if requested by the Buyer, provides copies of documents in the Seller's Solicitor's possession.

5.6 Assignment of Covenants and Warranties

At settlement, the Seller assigns to the Buyer the benefit of all:

- (1) covenants by the Tenants under the Tenancies;
- (2) guarantees and Bonds (subject to the requirements of the RTRA Act) supporting the Tenancies;
- (3) manufacturer's warranties regarding the Included Chattels; and
- (4) builders' warranties on the Improvements, to the extent they are assignable. However, the right to recover arrears of Rent is not assigned to the Buyer and section 140 of the *Property Law Act 2023* does not apply.

5.7 Possession of Property

On the Settlement Date, in exchange for the Balance Purchase Price, the Seller must give the Buyer vacant possession of the Lot and the Improvements except for the Tenancies.

5.8 Title to Included Chattels

Title to the Included Chattels passes at settlement.

5.9 Removal of Reserved Items

- (1) The Seller must remove the Reserved Items from the Property before settlement.
- (2) The Seller must repair at its expense any damage done to the Property in removing the Reserved Items. If the Seller fails to do so, the Buyer may repair that damage.
- (3) Any Reserved Items not removed before settlement will be considered abandoned and the Buyer may, without limiting its other rights, complete this contract and appropriate those Reserved Items or dispose of them in any way.
- (4) The Seller indemnifies the Buyer against any damages and expenses resulting from the Buyer's actions under clauses 5.9(2) or 5.9(3).

6. TIME

6.1 Time of the Essence

Time is of the essence of this contract, except regarding any agreement between the parties on a time of day for settlement before 4pm.

6.2 Extension of Settlement Date

- (1) Despite clause 6.1, either party may, at any time up to 4pm on the Settlement Date, extend the Settlement Date by giving a notice under this clause (an "**Extension Notice**") nominating a new date for settlement which must be no later than 5 Business Days after the Scheduled Settlement Date.
- (2) The Settlement Date will be the date specified in the Extension Notice and time is of the essence in respect of this date.

- (3) More than one Extension Notice may be given under clause 6.2(1) but the new date for settlement nominated in an Extension Notice may not be a date later than 5 Business Days after the Scheduled Settlement Date.
- (4) In this clause 6.2, "**Scheduled Settlement Date**" means the Settlement Date specified in the Reference Schedule as extended:
 - (a) under section 79, 80 or 81 of the *Property Law Act 2023*;
 - (b) under clause 6.3; or
 - (c) by agreement of the parties, but excluding any extension of the Settlement Date as a result of the operation of this clause 6.2.

6.3 Extension of Settlement Date – Late Unsigning

- If:
- (a) the Settlement is an Electronic Settlement;
 - (b) the unsigning of a party to the Electronic Workspace occurs between 3pm and 4pm on the Settlement Date due to a change made to the Electronic Workspace by another party to the Electronic Workspace;
 - (c) any party to the Electronic Workspace has not re-signed the Workspace by 4pm; and
 - (d) the Settlement Date has not previously been extended under this clause 6.3,

the Settlement Date will be automatically extended to the following Business Day, unless otherwise agreed by the Buyer and Seller and time is of the essence in respect of this date.

7. MATTERS AFFECTING THE PROPERTY

7.1 Title

The Lot is sold subject to:

- (a) any reservations or conditions on the title or the original Deed of Grant (if freehold); or
- (b) the Conditions of the State Lease (if leasehold).

7.2 Encumbrances

The Property is sold free of all Encumbrances other than the Title Encumbrances and Tenancies.

7.3 Requisitions

The Buyer may not deliver any requisitions or enquiries on title.

7.4 Seller's Warranties

- (1) Subject to clause 7.8, the Seller warrants that, at the Contract Date:
 - (a) there is no outstanding enforcement notice under section 248 of the *Building Act 1975* or section 168 of the *Planning Act 2016* that affects the Property;
 - (b) there is no outstanding show cause notice under section 246AG(1) or 247 of the *Building Act 1975* or section 167 of the *Planning Act 2016* that affects the Property;
 - (c) the Seller has not received any other communication from a competent authority that may lead to the issue of a notice referred to in clause 7.4(1)(a), 7.4(1)(b) or an Enforcement Notice;
 - (d) there are no current or threatened claims or proceedings which may lead to a Court order or writ of execution affecting the Property;
 - (e) there is no outstanding obligation on the Seller to give notice to the administering authority under the *Environmental Protection Act 1994* of a notifiable activity being conducted on the Lot; and

- (f) the Seller is not aware of any facts or circumstances that may lead to the Lot being classified as contaminated land within the meaning of the *Environmental Protection Act 1994*.

- (2) Subject to clause 7.8, the Seller warrants that, at settlement:

- (a) if the Lot is freehold: it will be the registered owner of an estate in fee simple in the Lot and will own the rest of the Property;
- (b) if the Lot is leasehold: it will be the registered lessee, the lease is not liable to forfeiture because of default under the lease, and it will own the rest of the Property;
- (c) it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and
- (d) there will be no unsatisfied Court order or writ of execution affecting the Property.

- (3) Subject to clause 7.8, if the Seller breaches a warranty in clause 7.4(1) or 7.4(2), without limiting any other remedy, the Buyer may terminate this contract by notice to the Seller given before settlement.

- (4) The Seller warrants that:

- (a) the statements made by the Seller in the Reference Schedule under Residential Tenancy Agreements and Rooming Accommodation Agreements are true and correct; and
- (b) if there are Tenancies, the current rent complies with the requirements of sections 91 and 93 of the RTRA Act, as those sections applied on the date of each Tenancy.

- (5) If the Seller's warranty in clause 7.4(4) is incorrect, the Buyer's only remedy against the Seller is for compensation. The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.4(5).

- (6) The Seller does not warrant that the Present Use is lawful.

7.5 Survey and Mistake

- (1) The Buyer may survey the Lot.

- (2) If:
 - (a) there is an error in the boundaries or area of the Lot;
 - (b) there is an encroachment by structures onto or from the Lot;
 - (c) there are Services that pass through the Lot which do not service the Lot and are not protected by any Encumbrance to which this sale is subject; or
 - (d) there is a mistake or omission in this contract in describing the Property or the Seller's title to it, which is material, the Buyer may terminate this contract by notice to the Seller given before settlement.

- (3) If a matter referred to in clause 7.5(2) is:

- (a) immaterial; or
- (b) material, but the Buyer elects to complete this contract,

the Buyer's only remedy against the Seller is for compensation, but only if claimed by the Buyer in writing on or before settlement.

- (4) The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.5(3).

7.6 Requirements of Authorities

- (1) Any Enforcement Notice issued before the Contract Date must be fully complied with by the Seller before the Settlement Date unless details of the Enforcement Notice were disclosed to the Buyer in accordance with clause 7.8.
- (2) If the Seller fails to comply with clause 7.6(1), the Buyer is entitled to claim the reasonable cost of complying with the Enforcement Notice from the Seller after settlement as a debt.
- (3) The Buyer must comply with any Enforcement Notice:
 - (a) issued on or after the Contract Date; or
 - (b) issued before the Contract Date if details of the Enforcement Notice were disclosed to the Buyer in accordance with clause 7.8.
- (4) However, if any Enforcement Notice referred to in clause 7.6(3) is required to be complied with before the Settlement Date:
 - (a) the Seller must comply with the Enforcement Notice; and
 - (b) at settlement, the Buyer must pay the reasonable costs incurred by the Seller in doing so,unless the Buyer directs the Seller not to and indemnifies the Seller against any liability incurred for failure to comply with the Enforcement Notice.
- (5) Nothing in this clause 7.6 limits any claim for a breach of the Seller's warranties in clauses 7.4(1)(a), (b) and (c).

7.7 Property Adversely Affected

- (1) Subject to clause 7.8, if at the Contract Date:
 - (a) the Present Use is not lawful under the relevant planning scheme;
 - (b) the Lot is affected by a proposal of any competent authority to alter the dimensions of any Transport Infrastructure or locate Transport Infrastructure on the Lot;
 - (c) access to the Lot passes unlawfully through other land;
 - (d) any Services to the Lot which pass through other land are not protected by a registered easement, building management statement or by statutory authority;
 - (e) any competent authority has issued a current notice of intention to resume, regarding any part of the Lot;
 - (f) there is an outstanding condition of a development approval attaching to the Lot under section 73 of the *Planning Act 2016* or section 96 of the *Economic Development Queensland Act 2012* which, if complied with, would constitute a material mistake or omission in the Seller's title under clause 7.5(2)(d);
 - (g) the Property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List; or
 - (h) the Property is declared acquisition land under the *Queensland Reconstruction Authority Act 2011*,the Buyer may terminate this contract by notice to the Seller given before settlement.
- (2) If the Buyer settles this contract, the Buyer will be treated as having accepted the Property subject to all of the matters referred to in clause 7.7(1).

7.8 Effect of Pre-Contract Disclosure

- (1) Clauses 7.4(1), 7.4(2), 7.5, 7.6(1) and 7.7 do not apply to the extent that any relevant fact or circumstance has been disclosed by the Seller to the Buyer:
 - (a) in this contract; or
 - (b) in the Seller Disclosure Statement; or
 - (c) otherwise in writing before the Buyer signed this contract.
- (2) If the Seller is required to comply with section 99 of the *Property Law Act 2023* in relation to this contract:
 - (a) the Buyer may not terminate the contract under clause 7.4(3) for a breach of the Seller's warranties in clauses 7.4(1)(a) and 7.4(1)(b); and
 - (b) clauses 7.7(1)(e) and (g) do not apply.

[Note in this case the Buyer's rights are governed by section 104 of the Property Law Act 2023]

7.9 Compliant Smoke Alarms

- (1) The Seller must install smoke alarms in any domestic dwelling on or comprising the Lot in accordance with the Smoke Alarm Requirement Provision by the Settlement Date.
- (2) If the Seller fails to comply with clause 7.9(1), the Buyer is entitled to an adjustment at settlement equal to 0.15% of the Purchase Price but only if claimed by the Buyer in writing on or before settlement. This is the Buyers only remedy for non-compliance with clause 7.9(1).
- (3) Nothing in this clause requires the Seller to provide evidence of compliance with clause 7.9(1).

7.10 Dividing Fences

Notwithstanding any provision in the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011*, the Seller need not contribute to the cost of building any dividing fence between the Lot and any adjoining land owned by it. The Buyer waives any right to claim contribution from the Seller.

7.11 Authority for Buyer's Searches

The Seller authorises the Buyer to inspect records held by any authority, including Security Interests on the PPSR, relating to the Property.

8. RIGHTS AND OBLIGATIONS UNTIL SETTLEMENT

8.1 Risk

The Property is at the Buyer's risk from 5pm on the first Business Day after the Contract Date.

8.2 Access

After reasonable notice to the Seller, the Buyer and its consultants may enter the Property:

- (1) once to read any meter;
- (2) for inspections under clause 4.2;
- (3) once to value the Property;
- (4) once to carry out an inspection for smoke alarms installed in any domestic dwelling on or comprising the Lot; and
- (5) once to inspect the Property before settlement.

8.3 Seller's Obligations After Contract Date

- (1) The Seller must use the Property reasonably until settlement. The Seller must not do anything regarding the Property or Tenancies that may significantly alter them or result in later expense for the Buyer.
- (2) The Seller must promptly upon receiving any notice, proceeding or order that affects the Property or requires work or expenditure on the Property, give a copy to the Buyer.

- (3) Without limiting clause 8.3(1), the Seller must not without the prior written consent of the Buyer, give any notice or seek or consent to any order that affects the Property or make any agreement affecting the Property that binds the Buyer.

8.4 Information Regarding the Property

Upon written request of the Buyer but in any event before settlement, the Seller must give the Buyer:

- (1) copies of all documents relating to any unregistered interests in the Property;
- (2) full details of the Tenancies to allow the Buyer to properly manage the Property after settlement, including the following documents if requested by the Buyer at least 7 days before settlement and provided the documents are in the Seller's possession:
 - (a) the entry condition report;
 - (b) the most recent routine inspection report;
 - (c) the RTA Form 2 Bond Lodgement form; and
 - (d) the current Tenant's tenancy application;
- (3) sufficient details (including the date of birth of each Seller who is an individual) to enable the Buyer to undertake a search of the PPSR;
- (4) the Local Government rate account number for the Lot; and
- (5) further copies or details if those previously given cease to be complete and accurate.

8.5 Possession Before Settlement

If possession is given before settlement:

- (1) the Buyer must maintain the Property in substantially its condition at the date of possession, fair wear and tear excepted;
- (2) entry into possession is under a licence personal to the Buyer revocable at any time and does not:
 - (a) create a relationship of landlord and tenant; or
 - (b) waive the Buyer's rights under this contract;
- (3) the Buyer must insure the Property to the Seller's satisfaction; and
- (4) the Buyer indemnifies the Seller against any expense or damages incurred by the Seller as a result of the Buyer's possession of the Property.

9. PARTIES' DEFAULT

9.1 Seller and Buyer May Affirm or Terminate

- (1) If the Seller or Buyer, as the case may be, fails to comply with an Essential Term, or makes a fundamental breach of an intermediate term, the Seller (in the case of the Buyer's default) or the Buyer (in the case of the Seller's default) may affirm or terminate this contract under this clause.
- (2) Clause 9.1 does not limit any other right or remedy of the parties including those under this Contract or any right at law or in equity.

9.2 If Seller Affirms

If the Seller affirms this contract under clause 9.1, it may sue the Buyer for:

- (1) damages;
- (2) specific performance; or
- (3) damages and specific performance.

9.3 If Buyer Affirms

If the Buyer affirms this contract under clause 9.1, it may sue the Seller for:

- (1) damages;
- (2) specific performance; or
- (3) damages and specific performance.

9.4 If Seller Terminates

If the Seller terminates this contract under clause 9.1, it may do all or any of the following:

- (1) resume possession of the Property;
- (2) forfeit the Deposit and any interest earned;
- (3) sue the Buyer for damages;
- (4) resell the Property.

9.5 If Buyer Terminates

If the Buyer terminates this contract under clause 9.1, it may do all or any of the following:

- (1) recover the Deposit and any interest earned;
- (2) sue the Seller for damages.

9.6 Seller's Resale

- (1) If the Seller terminates this contract and resells the Property, the Seller may recover from the Buyer as liquidated damages:
 - (a) any deficiency in price on a resale; and
 - (b) its expenses connected with any repossession, any failed attempt to resell, and the resale, provided the resale settles within 2 years of termination of this contract.
- (2) Any profit on a resale belongs to the Seller.

9.7 Seller's Damages

The Seller may claim damages for any loss it suffers as a result of the Buyer's default, including its legal costs on an indemnity basis.

9.8 Buyer's Damages

The Buyer may claim damages for any loss it suffers as a result of the Seller's default, including its legal costs on an indemnity basis.

9.9 Interest on Late Payments

- (1) The Buyer must pay interest at the Default Interest Rate:
 - (a) on any amount payable under this contract which is not paid when due; and
 - (b) on any judgement for money payable under this contract.
- (2) Interest continues to accrue:
 - (a) under clause 9.9(1)(a), from the date it is due until paid; and
 - (b) under clause 9.9(1)(b), from the date of judgement until paid.
- (3) Any amount payable under clause 9.9(1)(a) in respect of a period prior to settlement must be paid by the Buyer at settlement. If this contract is terminated or if any amount remains unpaid after settlement, interest continues to accrue.
- (4) Nothing in this clause affects any other rights of the Seller under this contract or at law.

10. GST

10.1 Definitions

- (1) Words and phrases defined in the GST Act have the same meaning in this contract unless the context indicates otherwise.
- (2) A reference to a party paying an amount of GST, or receiving an Input Tax Credit, includes that amount being paid or received by its Representative Member, Joint Venture Operator or other similar person.

10.2 No GST is payable or Purchase Price includes GST

If the GST section of the Reference Schedule specifies that *No GST is payable or Purchase Price includes GST* or is not completed, this clause 10.2 applies and the Buyer is not obliged to pay any additional amount to the Seller on account of GST on the Supply of the Property.

10.3 Purchase Price Does Not Include GST

If the GST section of the Reference Schedule specifies that *the Buyer must pay GST in addition to the Purchase Price*, this clause 10.3 applies and the Buyer must on the Settlement Date pay to the Seller in addition to the Purchase Price an amount equivalent to the amount payable by the Seller as GST on the Supply of the Property.

10.4 Margin Scheme

If the GST section of the Reference Schedule specifies *Margin Scheme* this clause 10.4 applies and:

- (1) the Purchase Price includes the Seller's liability for GST on the Supply of the Property. The Buyer is not obliged to pay any additional amount to the Seller on account of GST on the Supply of the Property.
- (2) the Seller:
 - (a) must apply the Margin Scheme to the Supply of the Property; and
 - (b) warrants that the Margin Scheme is able to be applied;
- (3) if the Seller breaches clause 10.4(2)(a) or its warranty under clause 10.4(2)(b) then:
 - (a) the Buyer may terminate this contract if it becomes aware of the breach prior to the Settlement Date;
 - (b) if the Buyer does not terminate this contract under clause 10.4(3)(a) or does not become aware of the breach until after the Settlement Date, it must pay to the Seller an amount equal to the Input Tax Credit which the Buyer will receive for GST payable for the Supply of the Property. Payment must be made when the Buyer receives the benefit of the Input Tax Credit;
 - (c) the Buyer is entitled to compensation from the Seller for any loss incurred as a result of the breach of clause 10.4(2).

10.5 Going Concern

If the GST section of the Reference Schedule specifies *Going Concern* this clause 10.5 applies and:

- (1) the Purchase Price does not include any amount for GST;
- (2) the parties agree the Supply of the Property is a Supply (or part of a Supply) of a Going Concern;
- (3) the Seller warrants that:
 - (a) between the Contract Date and the Settlement Date the Seller will carry on the Enterprise; and
 - (b) the Property (together with any other things that must be provided by the Seller to the Buyer at the Settlement Date under a related agreement for the same Supply) is all of the things necessary for the continued operation of the Enterprise;
- (4) the Buyer warrants that at the Settlement Date it is Registered or Required to be Registered under the GST Act;
- (5) if either of the warranties in clause 10.5(3) is breached:
 - (a) the Buyer may terminate this contract if it becomes aware of the breach prior to the Settlement Date;
 - (b) if the Buyer does not terminate this contract then, at the Settlement Date, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property;

- (c) if the Buyer does not become aware of the breach until after the Settlement Date, it must pay to the Seller an amount equal to the Input Tax Credit which the Buyer will receive for GST payable in respect of the Supply of the Property. Payment must be made when the Buyer receives the benefit of the Input Tax Credit;
 - (d) the Buyer is entitled to compensation from the Seller for any loss incurred as a result of the breach of the warranty;
- (6) if the warranty in clause 10.5(4) is not correct the Buyer must pay to the Seller an amount equal to the GST payable in respect of the Supply of the Property, including any interest and penalties payable by the Seller in respect of this Supply. Payment must be made at the Settlement Date or, if settlement has occurred, immediately upon receipt of a Tax Invoice in accordance with clause 10.8;
- (7) if for any reason other than a breach of a warranty by the Seller or the Buyer this transaction is not a Supply of a Going Concern, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property. Payment must be made at the Settlement Date or, if settlement has occurred, immediately upon receipt of a Tax Invoice in accordance with clause 10.8.

10.6 Farm Land

If the GST section of the Reference Schedule specifies *Farm Land* this clause 10.6 applies and:

- (1) the Purchase Price does not include any amount for GST;
- (2) the parties agree the Supply of the Property is a Supply (or part of a Supply) of farm land for farming;
- (3) the Seller warrants that:
 - (a) a Farming Business has been carried on the Property for at least five years preceding the day of the Supply; and
 - (b) the Farming Business will continue until the day of the Supply.
- (4) the Buyer warrants that it intends to carry on a Farming Business on the Property;
- (5) if either of the warranties in clause 10.6(3) is breached:
 - (a) the Buyer may terminate this contract if it becomes aware of the breach prior to the Settlement Date;
 - (b) if the Buyer does not terminate this contract then, at the Settlement Date, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property;
 - (c) if the Buyer does not become aware of the breach until after the Settlement Date, it must pay to the Seller an amount equal to the Input Tax Credit which the Buyer will receive for GST payable in respect of the Supply of the Property. Payment must be made when the Buyer receives the benefit of the Input Tax Credit;
 - (d) the Buyer is entitled to compensation from the Seller for any loss incurred as a result of the breach of the warranty;
- (6) if the warranty in clause 10.6(4) is not correct the Buyer must pay to the Seller an amount equal to the GST payable in respect of the Supply of the Property, including any interest and payables payable by the Seller in respect of this Supply. Payment must be made at the Settlement Date or, if settlement has occurred, immediately upon receipt of a Tax Invoice in accordance with clause 10.8;

- (7) if for any reason other than a breach of a warranty by the Seller or the Buyer this transaction is not a Supply of farm land for farming, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property. Payment must be made at the Settlement Date or, if settlement has occurred, immediately upon receipt of a Tax Invoice in accordance with clause 10.8.

10.7 Adjustments

- (1) Where this contract requires an adjustment or apportionment of Outgoings or Rent, that adjustment or apportionment must be made to:
 - (a) the amount of the Outgoing, exclusive of any GST for which an Input Tax Credit may be claimed; and
 - (b) the amount of Rent or profit excluding an amount of GST which must be paid to the Australian Taxation Office.
- (2) The GST payable under clause 10.3 is correspondingly increased or decreased by any subsequent adjustment to the amount of GST for the Supply for which the Supplier is liable, however caused.

10.8 Tax Invoice

Where GST is payable on the Supply of the Property, the Seller must give to the Buyer a Tax Invoice at the Settlement Date or on any later date on which the Buyer is required to pay GST under clause 10.5 or 10.6.

10.9 Remedies

The remedies provided in clauses 10.4(3), 10.5(5), 10.5(6), 10.6(5) and 10.6(6) are in addition to any other remedies available to the aggrieved party.

11. GENERAL

11.1 Foreign Buyer Approval

The Buyer warrants that either:

- (a) the Buyer's purchase of the Property is not a notifiable action; or
- (b) the Buyer has received a no objection notification, under the *Foreign Acquisitions and Takeovers Act 1975*.

11.2 Duty

The Buyer must pay all duty on this contract.

11.3 Notices

- (1) Notices under this contract must be in writing.
- (2) Notices under this contract or notices required to be given by law may be given and received by the party's solicitor.
- (3) Notices under this contract or notices required to be given by law may be given by:
 - (a) delivering or posting to the other party or its solicitor; or
 - (b) sending it to the email address of the other party or its solicitor stated in the Reference Schedule (or another email address notified by the recipient to the sender).
- (4) Subject to clause 11.3(5), a notice given after this contract is entered into in accordance with clause 11.3(3) will be treated as given:
 - (a) 5 Business Days after posting; or
 - (b) if sent by email, at the time it is sent.
- (5) Notices given by personal delivery or by email between 5pm on a Business Day (the "first Business Day") and 9am on the next Business Day (the "second Business Day") will be treated as given or delivered at 9am on the second Business Day.
- (6) If two or more notices are treated as given at the same time under clause 11.3(5), they will be treated as given in the order in which they were sent or delivered.

- (7) Notices or other written communications by a party's solicitor (for example, varying the Inspection Date, Finance Date or Settlement Date) will be treated as given with that party's authority.
- (8) Subject to the requirements of any law, for the purposes of clause 11.3(3)(b) and clause 11.5 the notice or information may be contained within an email, as an attachment to an email or located in an electronic repository accessible by the recipient by clicking a link in an email.
- (9) A communication given using a messaging system in an ELNO System is not a notice for the purpose of this contract.

11.4 Electronic Signing

If this contract is signed by any person using an Electronic Signature, the Buyer and the Seller:

- (a) agree to enter into this contract in electronic form; and
- (b) consent to either or both parties signing the contract using an Electronic Signature.

11.5 Pre-contract Disclosure

The Buyer consents to the Seller's use of electronic communication to give any notice or information required by law to be given to the Buyer (including a Seller Disclosure Statement) which was given before the Buyer signed this contract.

11.6 Business Days

- (1) If the Settlement Date, Finance Date or Inspection Date fall on a day that is not a Business Day, then it falls on the next Business Day.
- (2) If anything else (other than payment of all or part of the Deposit) is required to be done on a day that is not a Business Day, it must be done instead on the next Business Day.

11.7 Rights After Settlement

Despite settlement and registration of the transfer, any term of this contract that can take effect after settlement or registration remains in force.

11.8 Further Acts

If requested by the other party, each party must, at its own expense, do everything reasonably necessary to give effect to this contract.

11.9 Severance

If any term or part of a term of this contract is or becomes legally ineffective, invalid or unenforceable in any jurisdiction it will be severed and the effectiveness, validity or enforceability of the remainder will not be affected.

11.10 Interpretation

(1) Plurals and Genders

Reference to:

- (a) the singular includes the plural and the plural includes the singular;
- (b) one gender includes each other gender;
- (c) a person includes a body corporate; and
- (d) a party includes the party's executors, administrators, successors and permitted assigns.

(2) Parties

- (a) If a party consists of more than one person, this contract binds them jointly and each of them individually.
- (b) A party that is a trustee is bound both personally and in its capacity as a trustee.

(3) Acts and Regulations

Reference to an Act, regulation or statutory form includes all amendments, consolidations or replacements of them.

(4) **Inconsistencies**

If there is any inconsistency between any provision added to this contract and the printed provisions, the added provision prevails.

(5) **Headings**

Headings are for convenience only and do not form part of this contract or affect its interpretation.

(6) **Calculating Time**

If anything is permitted or required to be done:

- (a) a number of days or Business Days before a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date;

Example: if the Settlement Date falls on a Friday, 2 days before the Settlement Date is Wednesday.

- (b) "at least" a number of days or Business Days before a specified date or a clear number of days or Business Days before a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date and excluding the day on which the thing may or must be done;

Example: if the Settlement Date falls on a Friday, at least 2 days before the Settlement Date or 2 clear days before the Settlement Date is Tuesday.

- (c) a number of days or Business Days after a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date.

Example: if the Contract Date falls on a Monday, 2 days after the Contract Date is Wednesday.

11.11 Counterparts

- (1) This contract may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same contract.
- (2) A counterpart may be electronic and signed using an Electronic Signature.

12. ADDITIONAL PROVISIONS FOR COMMUNITY TITLE LOTS

12.1 When clause applies

This clause 12 applies if the Lot is a lot in a community titles scheme under the *Body Corporate and Community Management Act 1997*.

12.2 Additional Definitions

- (1) The following additional definitions apply:

- (a) "**Body Corporate**" means the body corporate of the Scheme.
- (b) "**Body Corporate Debt**" has the meaning in the Regulation Module but excludes the Body Corporate Levies for the period which includes the Settlement Date;
- (c) "**Body Corporate Levies**" means regular periodic contributions levied on the owner of the Lot (including, if applicable, levied under an exclusive use by-law) excluding any Special Contribution;
- (d) "**Exclusive Use Area**" means part of the common property for the Scheme allocated to the Lot under an exclusive use by-law;
- (e) "**Principal Body Corporate**" means, where the Scheme is a subsidiary scheme in a layered arrangement of community titles schemes, the body corporate for each higher scheme;
- (f) "**Scheme**" means the community titles scheme containing the Lot;
- (g) "**Scheme Land**" means the scheme land (as defined in the *Body Corporate and Community Management Act 1997*) for the Scheme;

- (h) "**Special Contribution**" means an amount levied by the Body Corporate on the owner of the Lot under the Regulation Module for a liability for which no provision or inadequate provision has been made in the budget of the Body Corporate;

- (i) "**Regulation Module**" means the regulation module for the Scheme.

- (2) The following definitions in clause 1.1 are modified as stated:

- (a) "**Outgoings**" also includes Body Corporate Levies;
- (b) "**Property**" also includes the right to any Exclusive Use Areas except in clause 7.4(2)(a);
- (c) "**Reserved Items**" also includes all chattels in the Exclusive Use Areas which are not Included Chattels.

- (3) For clauses 3.5(1)(c)(i) and 3.5(7) the references to "authority" include the Body Corporate.

- (4) Words and phrases defined in the *Body Corporate and Community Management Act 1997* have the same meaning in clause 12 unless the context indicates otherwise.

12.3 Body Corporate Records Inspection

- (1) This contract is conditional upon the Buyer being satisfied that it will not be materially prejudiced by any circumstances discovered on an inspection of the Body Corporate's records by the Records Inspection Date. The Buyer must take all reasonable steps to inspect the records.
- (2) The Buyer must give notice to the Seller that:
- (a) the Buyer:
- (i) despite taking all reasonable steps has been unable to inspect the Body Corporate's records by the Records Inspection Date; or
- (ii) is not satisfied with its inspection in accordance with 12.3(1), and the Buyer terminates this contract; or
- (b) clause 12.3(1) has been either satisfied or waived by the Buyer.
- (3) If the Buyer terminates this contract and the Seller asks the Buyer for further details the Buyer must give written reasons to the Seller without delay.
- (4) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 12.3(2) by 5pm on the Records Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- (5) The Seller's right under clause 12.3(4) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 12.3(2).

12.4 Adjustment of Land Tax

- (1) For clause 3.5(4), the Site Value of the Lot will be calculated in accordance with section 29 of the *Land Tax Act 2010*.
- (2) If there is no separate Site Value for the Scheme Land, clause 3.5(5) applies as if each reference to the Lot was a reference to the Scheme Land.

12.5 Body Corporate Debts

- (1) The Seller is liable for:
- (a) any Special Contribution for which a levy notice has been issued on or before the Contract Date; and
- (b) any other Body Corporate Debt (including any penalty or recovery cost resulting from non-payment of a Body Corporate Debt) owing in respect of the Lot at settlement.

- (2) The Buyer is liable for any Special Contribution levied after the Contract Date.
- (3) If an amount payable by the Seller under clause 12.5(1) is unpaid at the Settlement Date:
 - (a) for an Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the relevant amount to the Body Corporate;
 - (b) otherwise, the Buyer may deduct the relevant amount from the Balance Purchase Price at settlement and must pay it promptly to the Body Corporate.
- (4) For the purposes of clause 12.5(1), an amount payable under an exclusive use by-law will be treated as levied on the date it is due.

12.6 Notice of purchase to Body Corporate

- (1) The Buyer must:
 - (a) complete and sign a *BCCM Form 8 Information for body corporate roll ("Form 8")* and provide a copy to the Seller on or before settlement; and
 - (b) provide the Form 8 to the Body Corporate promptly after settlement.
- (2) If the Buyer fails to comply with clause 12.6(1)(b), the Buyer authorises the Seller to provide the copy of the Form 8 to the Body Corporate.

12.7 Title

For clause 7.1, the Lot is also sold subject to the *Body Corporate and Community Management Act 1997*, the by-laws of the Body Corporate and, if the Scheme is a subsidiary scheme, the by-laws of each body corporate which apply to the Scheme.

12.8 Encumbrances

For clause 7.2, the Property is also sold subject to the statutory easements implied by Part 6A of the *Land Title Act 1994* and interests registered on the common property for the Scheme.

12.9 Seller's Additional Warranties

- (1) The Seller warrants that at the Contract Date, except as disclosed in this contract or the Seller Disclosure Statement:
 - (a) the Seller:
 - (i) has not received notice of a meeting of the Body Corporate to consider; and
 - (ii) is not aware of a resolution of the Body Corporate,
 consenting to the recording of a new community management statement for the Scheme differing from the community management statement recorded for the Scheme at the Contract Date; and
 - (b) all necessary Body Corporate consents to improvements made to common property and which benefit the Lot or the registered owner of the Lot are in force; and
 - (c) the Seller has not received notice of a by-law contravention relating to the Lot from the Body Corporate or a Principal Body Corporate which has not been fully complied with or otherwise remains in effect.
- (2) If the Seller breaches a warranty in clause 12.9(1) and, as a result, the Buyer is materially prejudiced, the Buyer may terminate this contract by notice to the Seller given before settlement but may not claim damages or compensation.
- (3) Clauses 12.9(1) and 12.9(2) do not restrict any statutory rights the Buyer may have which cannot be excluded by this contract.

12.10 Body Corporate Meetings

- (1) The Seller must promptly give the Buyer a copy of:
 - (a) any notice it receives of a proposed meeting of the Body Corporate and any Principal Body Corporate to be held after the Contract Date; and
 - (b) resolutions passed at that meeting and prior to settlement.
- (2) The Buyer may terminate this contract by notice in writing to the Seller given before settlement if it is materially prejudiced by any resolution of the Body Corporate or a Principal Body Corporate passed after the Contract Date other than a resolution, details of which are disclosed to the Buyer in this contract or in the Seller Disclosure Statement.
- (3) In clause 12.10(2) a resolution includes a decision of the Body Corporate Committee to consent to recording a new community management statement.
- (4) If the Buyer is not given a copy of the resolutions before settlement, it may sue the Seller for damages.

12.11 Property Adversely Affected

For clause 7.7(1)(b), (c), (d) and (e), references to the Lot are taken to include any part of the Scheme Land.

13. ADDITIONAL PROVISIONS FOR BUGTA LOTS

13.1 When clause applies

This clause 13 applies if the Lot is a lot in a Parcel to which the *Building Units and Group Titles Act 1980* applies.

13.2 Additional Definitions

- (1) The following additional definitions apply:
 - (a) "**Body Corporate**" means the body corporate under the *Building Units and Group Titles Act 1980* for the Parcel;
 - (b) "**Body Corporate Debt**" has the same meaning as 'relevant body corporate debt' in section 41A of the *Building Units and Group Titles Act 1980* but excludes the Body Corporate Levies for the period which includes the Settlement Date;
 - (c) "**Body Corporate Levies**" means regular periodic contributions levied on the owner of the Lot (including, if applicable, levied under an exclusive use by-law) excluding any Special Contribution;
 - (d) "**Exclusive Use Area**" means part of the common property of the Parcel allocated to the Lot under an exclusive use by-law;
 - (e) "**Parcel**" has the meaning in the *Building Units and Group Titles Act 1980*;
 - (f) "**Principal Body Corporate**" means:
 - (i) a body corporate under the Relevant Specified Act of which the Body Corporate is a member; and
 - (ii) a body corporate under the Relevant Specified Act of which a body corporate in paragraph (i) is a member;
 - (g) "**Relevant Specified Act**" means whichever of the following applies to the Lot and the Parcel:
 - (i) the *Integrated Resort Development Act 1987*; or
 - (ii) the *Mixed Use Development Act 1993*; or
 - (iii) the *Registration of Plans (H.S.P. (Nominees) Pty. Limited) Enabling Act 1980*; or
 - (iv) the *Registration of Plans (Stage 2) (H.S.P. (Nominees) Pty. Limited) Enabling Act 1984*; or
 - (v) the *Sanctuary Cove Resort Act 1985*;

- (h) “**Section 53 Notice**” means the form of notice of transfer of the Lot under section 53(2)(a) of the *Building Units and Group Titles Act 1980*;
 - (i) “**Special Contribution**” means an amount levied by the Body Corporate on the owner of the Lot under section 32(1) of the *Building Units and Group Titles Act 1980* which is not a regular periodic contribution.
- (2) The following definitions in clause 1.1 are modified as stated:
- (a) “**Outgoings**” also includes Body Corporate Levies;
 - (b) “**Property**” also includes the right to any Exclusive Use Areas except in clause 7.4(2)(a);
 - (c) “**Reserved Items**” also includes all chattels in the Exclusive Use Areas which are not Included Chattels.
- (3) For clauses 3.5(1)(c)(i) and 3.5(7) the references to “authority” include the Body Corporate.
- (4) Words and phrases defined in the *Building Units and Group Titles Act 1980* have the same meaning in this contract unless the context indicates otherwise.

13.3 Body Corporate Records Inspection

- (1) This contract is conditional upon the Buyer being satisfied that it will not be materially prejudiced by any circumstances discovered on an inspection of the Body Corporate’s records by the Records Inspection Date. The Buyer must take all reasonable steps to inspect the records.
- (2) The Buyer must give notice to the Seller that:
 - (a) the Buyer:
 - (i) despite taking all reasonable steps has been unable to inspect the Body Corporate’s records by the Records Inspection Date; or
 - (ii) is not satisfied with its inspection in accordance with clause 13.3(1), and the Buyer terminates this contract; or
 - (b) clause 13.3(1) has been either satisfied or waived by the Buyer.
- (3) If the Buyer terminates this contract and the Seller asks the Buyer for further details the Buyer must give written reasons to the Seller without delay.
- (4) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 13.3(2) by 5pm on the Records Inspection Date. This is the Seller’s only remedy for the Buyer’s failure to give notice.
- (5) The Seller’s right under clause 13.3(4) is subject to the Buyer’s continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 13.3(2).

13.4 Adjustment of Land Tax

- (1) For clause 3.5(4), the Site Value of the Lot will be calculated in accordance with section 29 of the *Land Tax Act 2010*.
- (2) If there is no separate Site Value for the Parcel, clause 3.5(5) applies as if each reference to the Lot was a reference to the Parcel.

13.5 Body Corporate Debts

- (1) The Seller is liable for:
 - (a) any Special Contribution for which a levy notice has been issued on or before the Contract Date; and
 - (b) any other Body Corporate Debt (including any penalty or recovery cost resulting from non-payment of a Body Corporate Debt) owing in respect of the Lot at settlement.
- (2) The Buyer is liable for any Special Contribution levied after the Contract Date.

- (3) If an amount payable by the Seller under clause 13.5(1) is unpaid at the Settlement Date,
 - (a) for an Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the relevant amount to the Body Corporate;
 - (b) otherwise, the Buyer may deduct the specified amount from the Balance Purchase Price at settlement and must pay it promptly to the Body Corporate.
- (4) For the purposes of clause 13.5(1), an amount payable under an exclusive use by-law will be treated as levied on the date it is due.

13.6 Section 53 Notices

- (1) The Buyer must:
 - (a) complete and sign Section 53 Notice and provide a copy to the Seller on or before settlement; and
 - (b) provide the Section 53 Notice to the Body Corporate promptly after settlement.
- (2) If the Buyer fails to comply with clause 13.6(1)(b), the Buyer authorises the Seller to provide the copy of the Section 53 Notice to the Body Corporate.

13.7 Title

For clause 7.1, the Lot is also sold subject to the *Building Units and Group Titles Act 1980*, the Relevant Specified Act, the by-laws of the Body Corporate and any other by-laws under the Relevant Specified Act which apply to the Parcel.

13.8 Encumbrances

For clause 7.2, the Property is also sold subject to:

- (a) the easements implied or created by sections 15 to 17 of the *Building Units and Group Titles Act 1980*;
- (b) the easements implied or created by the Relevant Specified Act; and
- (c) interests registered on the common property for the Parcel.

13.9 Seller’s Additional Warranties

- (1) The Seller warrants that at the Contract Date, except as disclosed in this contract or the Seller Disclosure Statement:
 - (a) the Seller:
 - (i) has not received notice of a meeting of the Body Corporate to consider; and
 - (ii) is not aware of a resolution of the Body Corporate, to amend, add to or repeal the by-laws for the Parcel as recorded on the plan for the Parcel at the Contract Date;
 - (b) all Body Corporate consents to improvements made to common property and which benefit the Lot or the registered owner of the Lot are in force; and
 - (c) the Seller has not received notice of a by-law contravention relating to the Lot from the Body Corporate or a Principal Body Corporate which has not been fully complied with or otherwise remains in effect.
- (2) If the Seller breaches a warranty in clause 13.9(1), and, as a result, the Buyer is materially prejudiced, the Buyer may terminate this contract by notice to the Seller given before settlement but may not claim damages or compensation.
- (3) Clauses 13.9(1) and 13.9(2) do not restrict any statutory rights the Buyer may have which cannot be excluded by this contract.

13.10 Body Corporate Meetings

- (1) The Seller must promptly give the Buyer a copy of:
 - (a) any notice it receives of a proposed meeting of the Body Corporate or a Principal Body Corporate to be held after the Contract Date; and
 - (b) resolutions passed at that meeting and prior to settlement.
- (2) The Buyer may terminate this contract by notice in writing to the Seller given before settlement if:
 - (a) a resolution of the Body Corporate or a Principal Body Corporate is passed after the Contract Date; and
 - (b) the Buyer would be materially prejudiced if required to settle this contract,unless details of the resolution were disclosed to the Buyer in this contract or the Seller Disclosure Statement.

13.11 Property Adversely Affected

For clause 7.7(1)(b), (c), (d) and (e), references to the Lot are taken to include any part of the Parcel.