



Seller disclosure statement

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 **MICHAEL JOSEPH SHEAHAN & JACLYN ANNE SHEAHAN**

Property address
(referred to as the “property” in this statement) **543/120 MELTON ROAD, NUNDAH QLD 4012**

Lot on plan description **543/SP246250**

Community titles scheme or BUGTA scheme:	Is the property part of a community titles scheme or a BUGTA scheme:
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	<i>If Yes, refer to Part 6 of this statement for additional information</i> <i>If No, please disregard Part 6 of this statement as it does not need to be completed</i>

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 <i>Land Title Act 1994</i> showing interests registered under that Act for the property. <input checked="" type="checkbox"/> Yes
	A copy of the plan of survey registered for the property. <input checked="" type="checkbox"/> 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><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>rent \$530pw - bond \$2,120</td></tr><tr><td>» whether the lease has an option to renew:</td><td>Fixed Term</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></div>	» the start and end day of the term of the lease:		» the amount of rent and bond payable:	rent \$530pw - bond \$2,120	» whether the lease has an option to renew:	Fixed Term
» the start and end day of the term of the lease:							
» the amount of rent and bond payable:	rent \$530pw - bond \$2,120						
» whether the lease has an option to renew:	Fixed Term						
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>STATUTORY ENCUMBRANCE FOR PROVISION OF SEWERAGE INFRASTRUCTURE AS PER THE ATTACHED DIAL BEFORE YOU DIG SEARCH</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 checked="" type="checkbox"/> Yes <input 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>20/06/2024</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 1993; 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;">MDR Medium density residential</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>	
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 checked="" type="checkbox"/> Yes <input 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. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</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>	
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. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</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. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>If Yes, a copy of the notice or order must be given by the seller.</i></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: <input type="text" value="550.8"/> Date Range: <input type="text" value="01/07/2025-30/09/2025"/>
	OR
	The property is currently a rates exempt lot.** <input type="checkbox"/>
	OR
	The property is not rates exempt but no separate assessment of rates <input type="checkbox"/> 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: <input type="text" value="383.25"/> Date Range: <input type="text" value="14/03/2025-05/06/2025"/>
	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: <input type="text"/> Date Range: <input type="text"/>

* 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	The property is included in a community titles scheme. <i>(If Yes, complete the information below)</i> <div><input checked="" type="checkbox"/> Yes<div><input type="checkbox"/> No</div></div>
Community Management Statement	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. <div><input checked="" type="checkbox"/> Yes</div> <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	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. <div><input checked="" type="checkbox"/> Yes<div><input type="checkbox"/> No</div></div> <p><i>If No</i>— An explanatory statement is given to the buyer that states:</p> <div><input type="checkbox"/> Yes</div> <div><div>» a copy of a body corporate certificate for the lot is not attached; and</div><div>» 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.</div></div>
Statutory Warranties	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.

Building Units and Group Titles Act 1980	The property is included in a BUGTA scheme <i>(If Yes, complete the information below)</i> <div><input type="checkbox"/> Yes<div><input checked="" type="checkbox"/> No</div></div>
Body Corporate Certificate	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. <div><input type="checkbox"/> Yes<div><input type="checkbox"/> No</div></div> <p><i>If No</i>— An explanatory statement is given to the buyer that states:</p> <div><input type="checkbox"/> Yes</div> <div><div>» a copy of a body corporate certificate for the lot is not attached; and</div><div>» 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.</div></div> <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

Signed by:

646C13AA249D4E1...

Signature of seller

Jaclyn Anne Sheahan

Name of Seller

14/8/2025

Date

Signed by:

B894CB6EC9F7455...

Signature of seller

Michael Joseph Sheahan

Name of Seller

14/8/2025

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

CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 52823678
Search Date: 01/08/2025 14:11

Title Reference: 50969334
Date Created: 10/11/2014

Previous Title: 14684159

REGISTERED OWNER

Dealing No: 716401140 30/03/2015

MICHAEL JOSEPH SHEAHAN
JACLYN ANNE SHEAHAN JOINT TENANTS

ESTATE AND LAND

Estate in Fee Simple

LOT 543 SURVEY PLAN 246250
Local Government: BRISBANE CITY
COMMUNITY MANAGEMENT STATEMENT 46596

EASEMENTS, ENCUMBRANCES AND INTERESTS

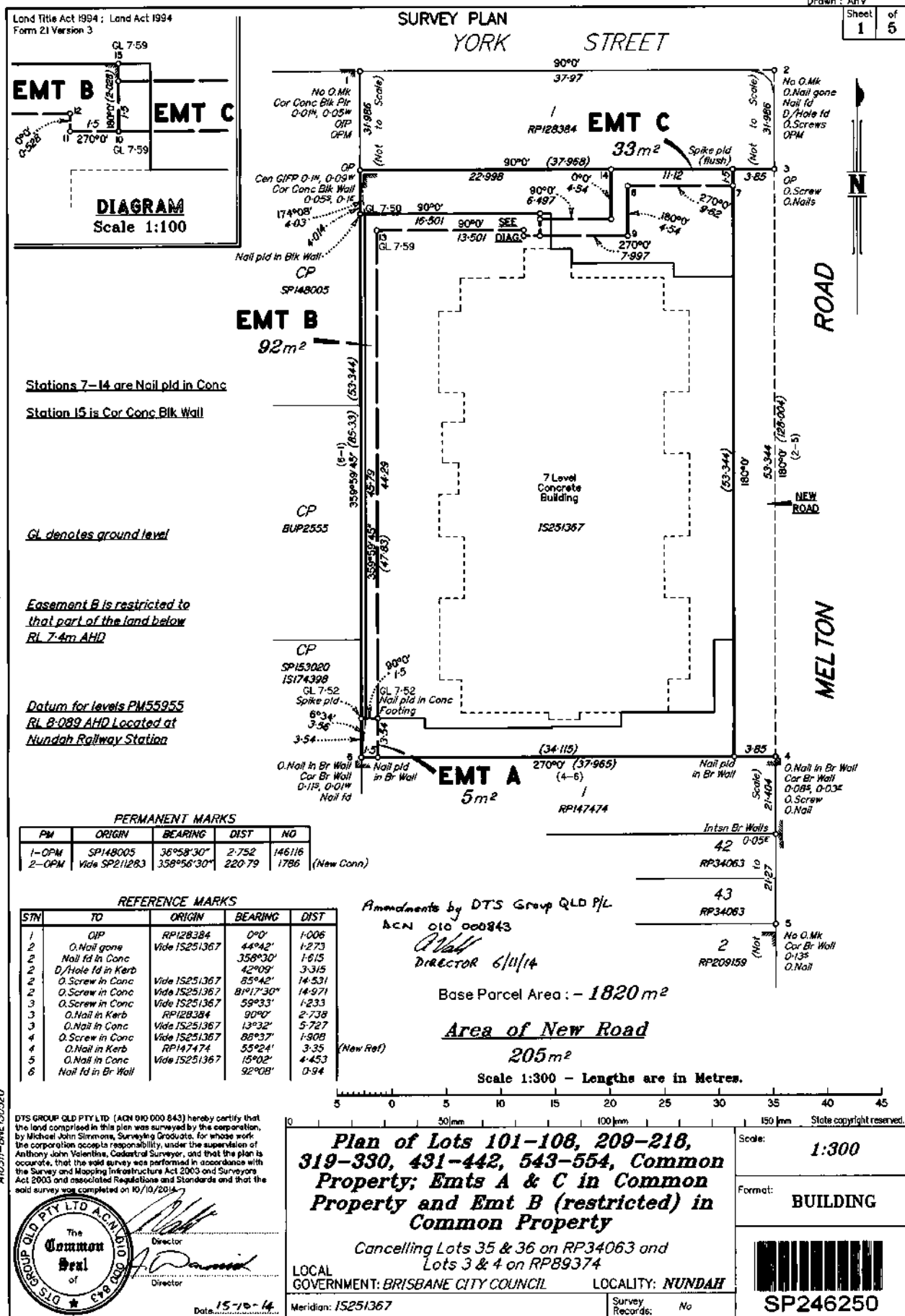
1. Rights and interests reserved to the Crown by
Deed of Grant No. 19559096 (ALLOT 6 POR 6)
2. MORTGAGE No 716401141 30/03/2015 at 12:58
NATIONAL AUSTRALIA BANK LIMITED A.B.N. 12 004 044 937

ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL

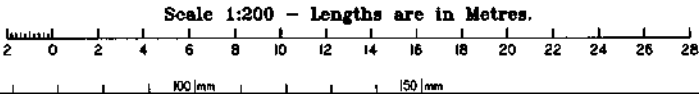
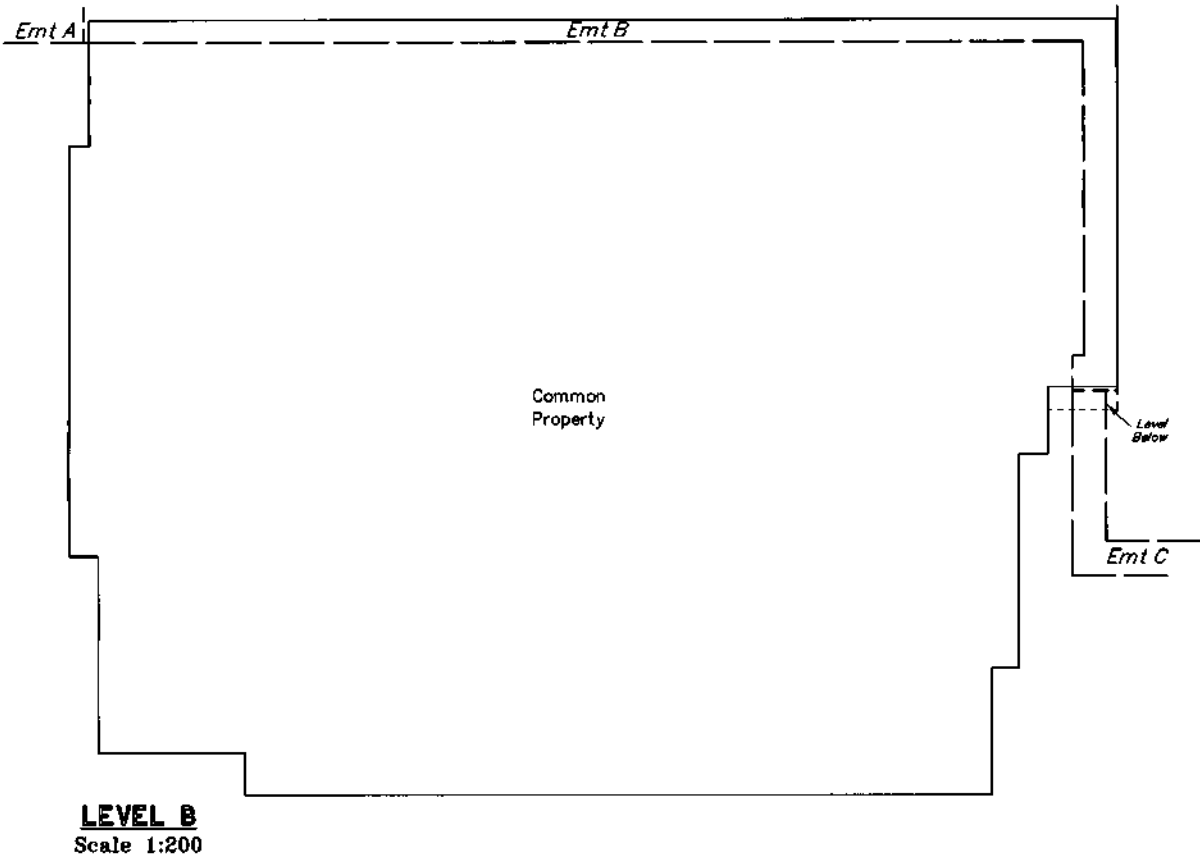
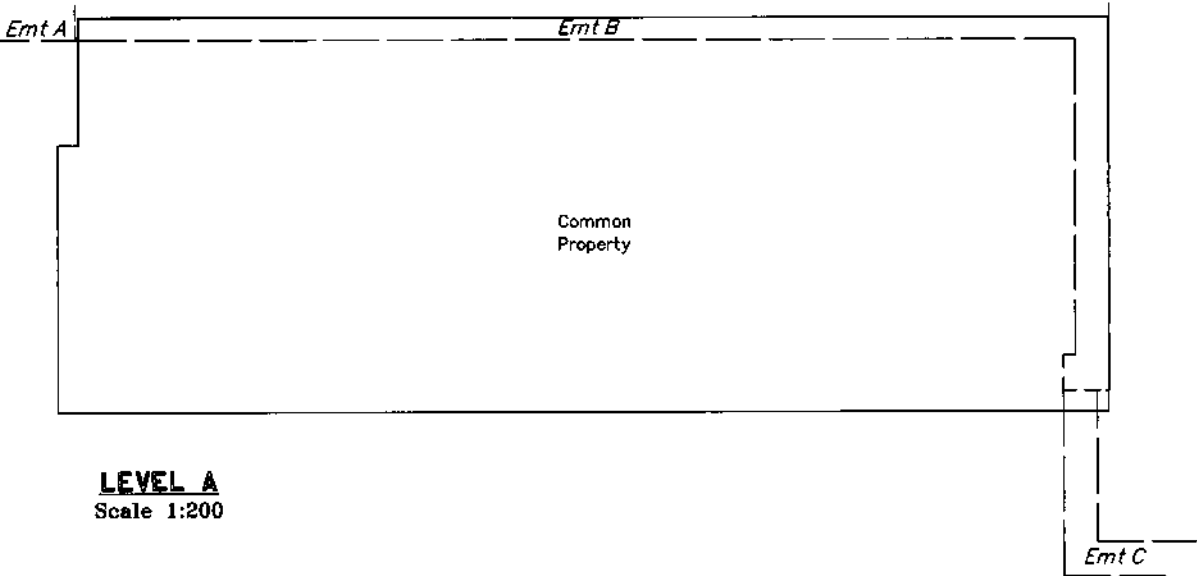
Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2025]
Requested By: D-ENQ INFOTRACK PTY LIMITED



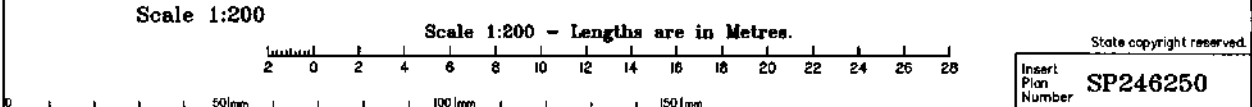
<p style="font-size: 1.2em; font-weight: bold;">716103919</p> <p style="text-align: right;">\$5056.30 28/10/2014 15:56</p> <p style="font-weight: bold;">BE 400 NT</p>		<p>WARNING : Folded or Mutilated Plans will not be accepted. Plans may be rolled. Information may not be placed in the outer margins.</p>																																
<p>1. Certificate of Registered Owners or Lessees.</p> <p>I/We LINEAR 120 DEVELOPMENT PTY LTD A.C.N. 159 985 618</p> <p>(Names in full)</p> <p>* 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.</p> <p>* as Lessees of this land agree to this plan.</p> <p>Signature of *Registered Owners *Lessees Linear 120 Development Pty Ltd ACN 159 985 618</p> <div style="display: flex; justify-content: space-around; align-items: center;"> </div> <p style="text-align: center;">Director Director</p>		<p>5. Lodged by ROSTON CARLYLE SOLICITORS GPO BOX 3203 BRISBANE QLD 4001 TEL: (07) 3009 8444 Ref: GRM: EL: 31217 Lodger code: 133A <small>(Include address, phone number, reference, and Lodger Code)</small></p>																																
<p>2. Planning Body Approval</p> <p>* BRISBANE CITY COUNCIL</p> <p>hereby approves this plan in accordance with the:</p> <p>% SUSTAINABLE PLANNING ACT 2009</p> <p>Dated this <u>24th</u> day of <u>October</u> 2014</p> <p> # Helen Nevin Delegate #</p> <p><small>* Insert the name of the Planning Body. % Insert applicable approving legislation. # Insert designation of signatory or delegation</small></p>		<p>6. Existing Created</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Title Reference</th> <th>Description</th> <th>New Lots</th> <th>Road</th> <th>Secondary Interests</th> </tr> </thead> <tbody> <tr> <td>14684159</td> <td>Lot 35 on RP34063</td> <td>209, 319, 320, 431, 432, 544, 543 & CP</td> <td>New Rd</td> <td>Emts B & C</td> </tr> <tr> <td>14684159</td> <td>Lot 36 on RP34063</td> <td>101, 209, 210, 319-322, 211, 431-434, 543-546 & CP</td> <td>New Rd</td> <td>Emt B</td> </tr> <tr> <td>16122008</td> <td>Lot 3 on RP89374</td> <td>101-106, 210-216, 323-328, 433-440, 547-552 & CP</td> <td>New Rd</td> <td>Emt B</td> </tr> <tr> <td>13130137</td> <td>Lot 4 on RP89374</td> <td>105-108, 215-218, 327-330, 439-442, 551-554 & CP</td> <td>New Rd</td> <td>Emts A & B</td> </tr> </tbody> </table> <p style="text-align: center; font-weight: bold;">321, 322, 433, 434, 545, 546</p> <p style="text-align: center; font-weight: bold;">MORTGAGE ALLOCATIONS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Mortgage</th> <th>Lots Fully Encumbered</th> <th>Lots Partially Encumbered</th> </tr> </thead> <tbody> <tr> <td>714762902</td> <td>Lots 101-108, 209-218, 319-330, 431-442 & 543-554</td> <td></td> </tr> </tbody> </table>		Title Reference	Description	New Lots	Road	Secondary Interests	14684159	Lot 35 on RP34063	209, 319, 320, 431, 432, 544, 543 & CP	New Rd	Emts B & C	14684159	Lot 36 on RP34063	101, 209, 210, 319-322, 211, 431-434, 543-546 & CP	New Rd	Emt B	16122008	Lot 3 on RP89374	101-106, 210-216, 323-328, 433-440, 547-552 & CP	New Rd	Emt B	13130137	Lot 4 on RP89374	105-108, 215-218, 327-330, 439-442, 551-554 & CP	New Rd	Emts A & B	Mortgage	Lots Fully Encumbered	Lots Partially Encumbered	714762902	Lots 101-108, 209-218, 319-330, 431-442 & 543-554	
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<p>3. Plans with Community Management Statement:</p> <p>CMS Number: 46596 Name: "Park Vue Nundoh"</p>		<p>7. Orig Grant Allocation:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>101-108, 209-218, 319-330, 431-442, 543-554 & CP</td> <td>Allot. 6 Por. 6</td> </tr> <tr> <td>Lots</td> <td>Orig</td> </tr> </table> <p>8. Map Reference: 9543-33143</p> <p>9. Parish: TOOMBUL</p> <p>10. County: Stanley</p> <p>11. Passed & Endorsed:</p> <p>By: DTS GROUP QLD PTY LTD ACN 010 000 843 Date: 15-10-14 6-11-14 Signed: Designation: CADASTRAL SURVEYOR</p> <p>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</p> <p> # 15-10-14 Coastal Surveyor/Director * Date * delete words not required</p> <p>13. Lodgement Fees:</p> <table style="width: 100%;"> <tr> <td>Survey Deposit</td> <td>\$</td> </tr> <tr> <td>Lodgement</td> <td>\$</td> </tr> <tr> <td>... New Titles</td> <td>\$</td> </tr> <tr> <td>Photocopy</td> <td>\$</td> </tr> <tr> <td>Postage</td> <td>\$</td> </tr> <tr> <td>TOTAL</td> <td>\$</td> </tr> </table> <p>14. Insert Plan Number SP246250</p>		101-108, 209-218, 319-330, 431-442, 543-554 & CP	Allot. 6 Por. 6	Lots	Orig	Survey Deposit	\$	Lodgement	\$... New Titles	\$	Photocopy	\$	Postage	\$	TOTAL	\$															
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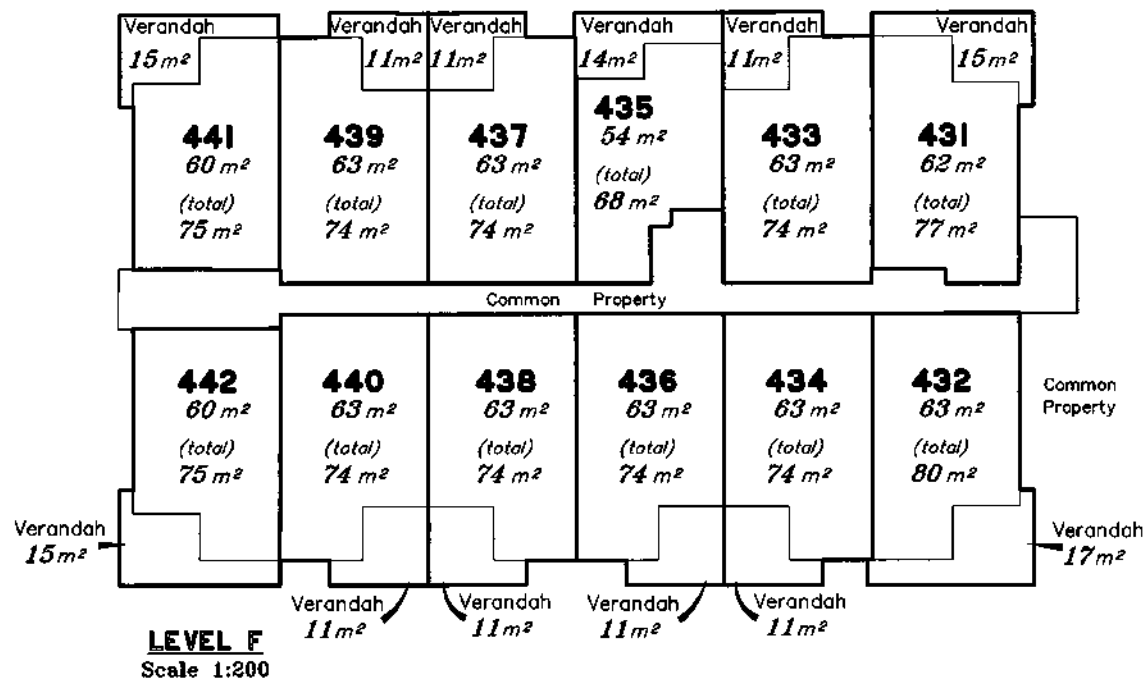
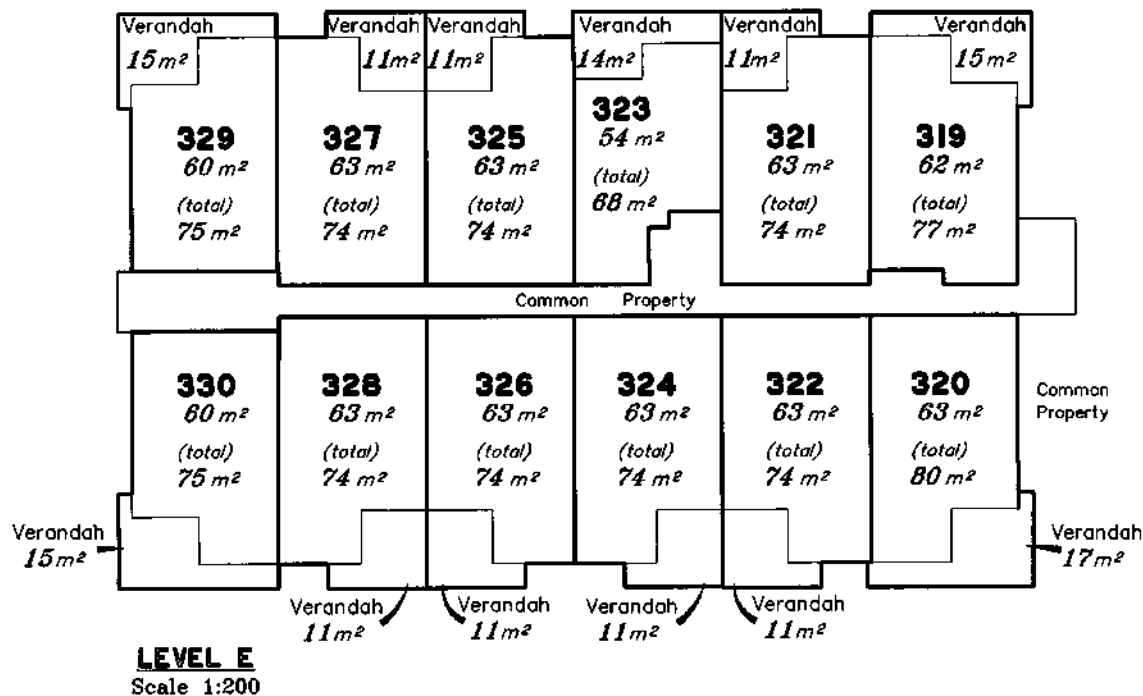


State copyright reserved.

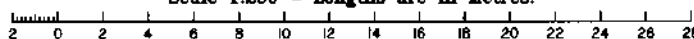
Insert
Plan
Number **SP246250**

A1031B1.DWG





Scale 1:200 - Lengths are in Metres.

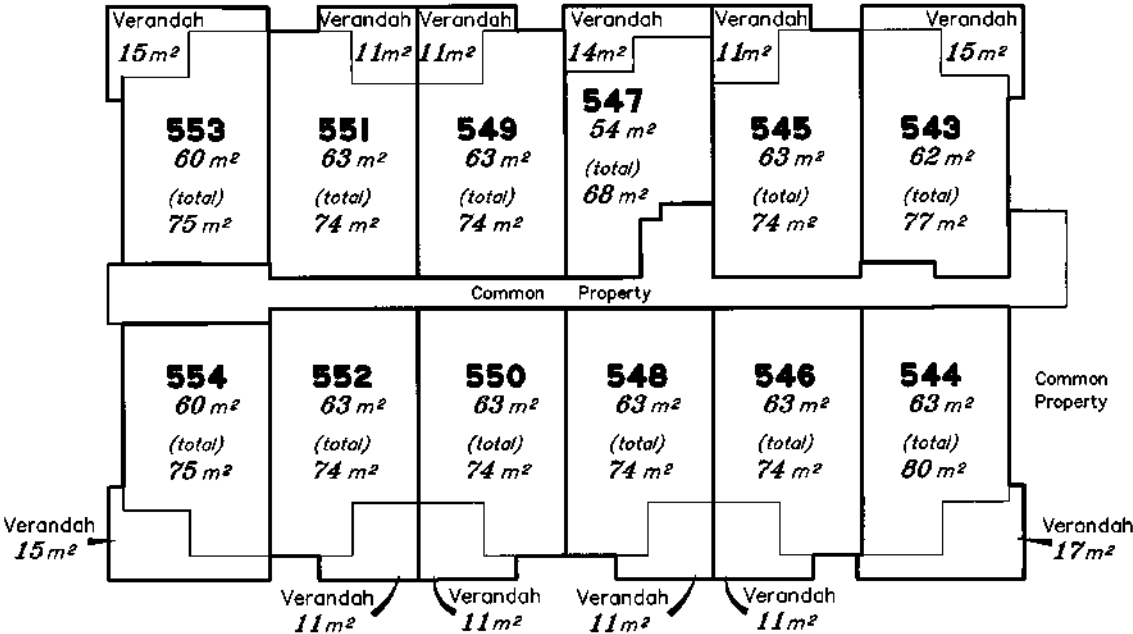


State copyright reserved.

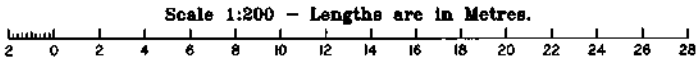
Insert
Plan
Number

SP246250

A103181.DWG



LEVEL 6
Scale 1:200





Department of Transport and Main Roads

Property Search - Advice to Applicant

Property Search reference 933921

Date: 06/08/2025

Search Request reference: 169591293

Applicant details

Applicant: Jamie Brauer

jamie@conveyconnect.com

Buyer:

Search response:

Your request for a property search on Lot 543 on Plan SP246250 at 543/120 MELTON ROAD, NUNDAH QLD 4012 has been processed.

At this point in time the Department of Transport and Main Roads has no land requirement from the specified property.

Note:

1. Development proposed on this property may require approval under the Planning Act. This may include referral to the State Assessment and Referral Agency for assessment of the impacts to state transport corridors and infrastructure.
2. New or changed access between this property and a state transport corridor will require approval under the Transport Infrastructure Act.
3. To see what other State Government planning has been identified in your area, please refer to the online DA Mapping system. Refer to the State Transport interests under the SARA layers to identify what interests TMR has in your locality.
< <https://planning.dsdmip.qld.gov.au/maps/sara-da> >
4. Any properties located in proximity to a current or future State transport corridor may be affected by noise. For existing corridors, refer to the online SPP interactive mapping system. Select the Information Purposes and refer to the Transport Infrastructure. If the property is located in a mandatory transport noise corridor then Mandatory Part 4.4 of the Queensland Development Code will apply.
< <https://planning.dsdmip.qld.gov.au/maps/spp> >

Disclaimer:

Any information supplied by this Department of Transport and Main Roads' (TMR) property search is provided on the basis that you will use your own judgement to independently evaluate, assess and verify the information's completeness, suitability, purpose and usefulness.

Without limitation, TMR is under no liability for any negligence, claim, loss or damage (including consequential or indirect loss or lost time, profits, savings, contracts, revenue, interest, business opportunities, goodwill or damage to reputation) however caused (whether by negligence or otherwise) that may be suffered or incurred or that may arise directly or indirectly out of any act or omission on its part in connection with the use and reliance upon, and the provision of this property search, including loss or damage caused by any delays in providing this property search to the party who requested the information or any errors, misdescriptions, incompleteness and inaccuracies in the information. TMR excludes all warranties, representations, terms, conditions and undertaking in respect of the completeness, quality, accuracy, suitability or fitness of the information contained in this property search for your purpose. You acknowledge that the information provided is indicative only and may be subject to change.

Privacy Statement:

The personal information collected on this property search is required to enable TMR to communicate with you regarding your enquiry. The information recorded will not be disclosed to a third party without your consent or unless required or authorised to do so by law.



Department of the Environment, Tourism, Science and Innovation (DETSI)
ABN 46 640 294 485
GPO Box 2454, Brisbane QLD 4001, AUSTRALIA
www.detsi.qld.gov.au

SEARCH RESPONSE
ENVIRONMENTAL MANAGEMENT REGISTER (EMR)
CONTAMINATED LAND REGISTER (CLR)

InfoTrack Pty Ltd
PO Box 10314 Adelaide St
Brisbane QLD 4000

Transaction ID: 51033976 EMR Site Id: 06 August 2025
Cheque Number:
Client Reference:

This response relates to a search request received for the site:
Lot: 543 Plan: SP246250
543/120 MELTON RD
NUNDAH

EMR RESULT

The above site is NOT included on the Environmental Management Register.

CLR RESULT

The above site is NOT included on the Contaminated Land Register.

ADDITIONAL ADVICE

All search responses include particulars of land listed in the EMR/CLR when the search was generated.
The EMR/CLR does NOT include:-

1. land which is contaminated land (or a complete list of contamination) if DETSI has not been notified
2. land on which a notifiable activity is being or has been undertaken (or a complete list of activities) if DETSI has not been notified

If you have any queries in relation to this search please email emr.clr.registry@detsi.qld.gov.au

Administering Authority



LOTSEARCH
Spatial Intelligence | Mapping Risk

LOTSEARCH REFERENCE
LS091182_DC

REPORT DATE
06 Aug 2025 16:14:37

CLIENT ID
169591295

COUNCIL
Brisbane City

Seller Disclosure - Contamination Notices



This report provides a search of the public register to support the requirement under the **Property Law Regulation 2024**, of disclosing **contamination and environmental protection notices** under **Part 3 – Land use, planning and environment**, of the **QLD Seller Disclosure Statement**. This report contains records not included in the DETSI contaminated land search (EMR/CLR).

1. Notices Under Section 408(2) **No Records Identified**

Records of notices under section 408(2) of the Environmental Protection Act 1994.

A search of **Environmental Evaluations** and **Site Investigations** has been undertaken.

Notice No	Notice Type	Location	Date	Status	Documents
No records identified					

*Show Cause Notices, Notices of Decision under Section 394, and Orders under Section 458 are excluded from this search as they are not available on the public register. A separate search of the EMR/CLR will identify sites with **Contaminated Land** or **Site Management Plans** under Section 401.*

2. Notices Under Section 369C(2) **No Records Identified**

Records of notices under section 369C(2) of the Environmental Protection Act 1994 (the property is a place or business to which an **Environmental Enforcement Order (EEO)** applies). This includes **Environmental Protection Orders**, **Direction Notices**, and **Clean-Up Notices**.

Notice No	Notice Type	Location	Date	Status	Documents
No records identified					

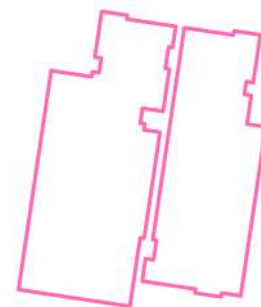
3. Notices Under Section 347(2) **No Records Identified**

Records of notices under section 347(2) of the Environmental Protection Act 1994 (the property is a place or business to which a **prescribed Transitional Environmental Program (TEP)** applies).

A search of all TEPs has been undertaken, including those that are not prescribed. Prescribed TEPs are those that do not relate to an environmental authority.

Notice No	Notice Type	Location	Date	Status	Documents
No records identified					

LOT/PLAN
Lot 00000, SP246250



THINGS TO KNOW

• Seller Responsibility

This report does not replace the seller's responsibility to accurately complete the Seller Disclosure Statement.

It is important to read and carefully consider each notice before determining whether it needs to be disclosed. You should seek legal advice about your obligations to disclose notices under the Environmental Protection Act 1994 (QLD).

• Notice Types

Notices identified under section 369C(2) and 347(2) may also apply to Section 408(2).

INTERESTED IN FURTHER INSIGHTS?

This report has been purpose-built to support the Seller Disclosure Statement requirements. For a more comprehensive due diligence search, we recommend the Lotsearch Contaminated Land Search — which identifies additional contamination records for the site and the surrounding area. Visit lotsearch.com.au

CUSTOMER SUPPORT

 support@lotsearch.com.au



LOTSEARCH

Spatial Intelligence | Mapping Risk

Seller Disclosure - Contamination Notices

Dataset Listing

The results in this report are based upon the following datasets only:

Dataset Name	Custodian	Supply Date	Currency Date	Update Frequency
Enforcement Actions	QLD Department of Environment, Tourism, Science and Innovation	05/08/2025	05/08/2025	Weekly

Useful Contacts

Lotsearch Pty Ltd
www.lotsearch.com.au
support@lotsearch.com.au

Department of the Environment, Tourism, Science and Innovation (DETSI), Queensland
<https://www.detsi.qld.gov.au/>
13 QGOV (13 74 68)

Brisbane City
<http://www.brisbane.qld.gov.au/>
www.brisbane.qld.gov.au/about-council/contact
(07) 3403 8888

[Click for 'Use of Report - Applicable Terms'](#)

Disclaimer:

The purpose of this report is to provide a search of the public register for the site, to support the requirement of disclosing contamination and environmental protection notices under Part 3 - Land use, planning and environment, of the QLD Seller Disclosure Statement, as part of the Property Law Regulation 2024. The report may not identify all the notices required by the relevant disclosure requirements. It does not include a search of the DETSI contaminated land search (EMR/CLR). The report does not replace your responsibility to accurately identify and disclose information relevant to the matters outlined in the Seller Disclosure Statement. You should seek legal advice about your obligations to disclose notices under the Environmental Protection Act 1994 (QLD).

The report does not constitute advice. The report is not a substitute for an on-site inspection or review of other available reports and records. The report is not intended to be, and should not be taken to be, a rating or assessment of the desirability or market value of the property or its features. You should obtain independent advice from a suitably qualified professional or legal practitioner before you make any decision based on the information within the report.

You understand that Lotsearch has defined the site by reference to lot and plan information supplied in the order. You accept that Lotsearch may amend some of the information supplied in the order, to identify the relevant site for the report.

Information provided by public authorities is constantly changing. This report is based on data listed in the Dataset Listing table and reflects a point in time position based on the datasets supplied on the dates given in the report. Report content may change over time. You should always seek an up-to-date report before relying on any of the content.

A link to the detailed terms applicable to the use of this report is available above.

Case types / Tree and fence disputes / **Tree orders register**

Tree orders register

The tree orders register shows orders affecting land made under the Neighbourhood Dispute (Dividing Fences and Trees) Act 2011, including who is responsible for carrying out the order and the timeframe.

You can search for a tree order by entering a suburb, street name, order name (e.g. NDR019) or the name of the applicant or respondent in the matter.

The tree orders register shows orders affecting land made under the *Neighbourhood Dispute (Dividing Fences and Trees) Act 2011*, including who is responsible for carrying out the order and the timeframe.

Orders are added to the register within 14 days of the order being made. The tree register does not list tree dispute applications or pending proceedings. To identify existing applications, you can request a [search of the register of proceedings](#).

No results found.

Search for



1300 55 10 19
team@capitolbca.com.au
www.capitolbca.com.au



Brisbane ABN 93 606 974 510
PO Box 326, Alderley Q 4051
Gold Coast ABN 45 606 975 179
PO Box 8620, Gold Coast MC Q 9726
Redcliffe ABN 91 606 976 121
PO Box 1020, Redcliffe Q 4020

11 August 2025

PARK VUE NUNDAH CTS 46596
Registered for GST

ABN: 78 491 241 513

Tax Invoice

Infotrack
PO Box 10314 Adelaide Street
BRISBANE QLD 4001

Ref

Re Lot 543 PARK VUE NUNDAH CTS 46596

Fee 84.10 Paid

Above Fee includes GST

Please find following your body corporate certificate to assist you meet your seller disclosure requirements. Under the Property Law Regulation 2024 the seller is obligated to provide this 'prescribed certificate' to a buyer before the buyer signs the sales contract.

A purchaser is entitled to make a request to inspect the Body Corporate Records after entering the contract as noted in the body corporate certificate.

Note: If this body corporate certificate is being used to assist with settlement purposes, please note the below payment method for settlement payments only. Do not use this to make payment if at any time an updated certificate is requested.

BSB 067-970
Biller Code 74625
StrataPay Ref 140815414

Capitol is part of the Bright & Duggan Property Group, any questions regarding this Certificate should be directed to Customer Care at Bright & Duggan phone 07 5532 1900.

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 11/08/2025

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

PARK VUE NUNDAH

CTS No. **46596**

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: **Maree Cathcart**

Company: **Capitol Strata Mgmt (Bris) P/L**

Phone: **1300 551 019**

Email: **enquiries@capitolbca.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: **543**

Plan type and number: **246250**

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
28/10/14	543	Car Parking	EUA As per CMS

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: **540.00**

Interest schedule

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

Total interest schedule lot entitlements for all lots: **540.00**

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 **543** for the current financial year: \$ **\$3,840.00**

Number of instalments: **4** (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
01/11/24	1,033.50	1,033.50	04/11/24
01/02/25	1,033.50	1,033.50	04/02/25
01/05/25	886.50	886.50	02/05/25
01/08/25	886.50	886.50	04/08/25
01/11/25	1,000.00	1,000.00	
01/02/26	1,000.00	1,000.00	
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 **543** for the current financial year: \$ **\$1,200.00**

Number of instalments: **4** (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
01/11/24	300.00	300.00	04/11/24
01/02/25	300.00	300.00	04/02/25
01/05/25	300.00	300.00	02/05/25
01/08/25	300.00	300.00	04/08/25
01/11/25	300.00	300.00	
01/02/26	300.00	300.00	
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) 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 Nil

Other amounts payable by the lot owner

Purpose	Fund	Amount	Due date	Amount
---------	------	--------	----------	--------

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: 09/02/16

Current sinking fund balance (as at date of certificate): \$ 275,792.40

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
------	-------------	------------

Body corporate assets

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

A copy of the body corporate register assets is given with this certificate below

Description	Type	Acquisition	Supplier	Original Cost	Cost To Date	Market Value
1X Harbour 6 Piece Table/chair 1 yr warranty (10/11/15 inc 1x 1400 table, 2x stools 1x dble lounge & 2x sgle loung Cushions Paintings Couches	Furniture & Fittings	10/11/00	Super Amart 53288	0.00	0.00	999.00
Ride on Mower(A63839) Mod13AV7658306 17K/42 MTD Black s 17K/42 Mtd 6 Speed 50mm tow	Plant and Machinery	08/04/15	Serial 2D294B10096 Mt Gravatt Mower Centre 1484 Logan Rd, Mt Gravatt Greg Whapham 07 3349-6911	0.00	0.00	2,490.00
6 CALIBREOutdoor padded chairs	Furniture & Fittings	21/04/15	Super A- Mart	0.00	0.00	270.24

Body corporate assets

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

A copy of the body corporate register assets is given with this certificate below

Description	Type	Acquisition	Supplier	Original Cost	Cost To Date	Market Value
charcoal 860Hx550Wx615D 2 yr Warranty						
CALIBRE 1500 Rectangle Table 730Hx1500wX900D 2 year Warranty	Furniture & Fittings	21/04/15	Super A- Mart	0.00	0.00	128.76
4x Canvas Paintings (\$140.00) 2 Fabric Sofas (\$500.00)	Furniture & Fittings	01/05/15	Sansabay Pty LTD - Freeestyle Sansabay Pty LTD - Freeestyle	0.00	0.00	640.00
2x Wave sun lounge solid Alm frame / Black 1080Hx630Wx2110D 1 yr warranty	Furniture & Fittings	10/11/15	Super Amart	0.00	0.00	258.00
POOL FURNITURE	Furniture & Fittings	19/11/15	PARK VUE PROPERTY MANAGEMENT 12 Redrock Street Murarrie 4172	1,337.00	0.00	1,337.00
BS12850 Signature 3000S BBQ BS19952 Signature 3000E BBQ 2 x 5 Burner Covers	Plant and Machinery	15/05/18	THE BBQ STORE Shop 6/599 Pacific Highway ST LEONARDS	2,945.00	0.00	2,945.00
2 x 6 Bay Bike Parking Stands	Furniture & Fittings	22/11/18	McCALLUM MADE 8a Marcus Place FRENCHS FOREST NSW 2086	780.00	0.00	780.00
Leona Sunlounges x 3 Gunmetal / Black	Furniture & Fittings	05/12/18	OFO Outdoor Furniture 71 Redland Bay Road Capalaba Qld 4157	0.00	0.00	470.00
Pool Chorinator V45 Bluetooth Cleaner - Aquanaut 250	Plant and Machinery	24/12/18	Poolwerx 152 Hamilton Road WAVELL HEIGHTS QLD 4012	3,190.00	0.00	3,190.00

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 CHU Underwriting Agencies	HU0028160	20,092,107.00	32,554.42	13/11/25	\$2,000 all claims & as per policy
PUBLIC LIABILITY CHU Underwriting Agencies	HU0028160	30,000,000.00	Included	13/11/25	

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
COMMON CONTENTS CHU Underwriting Agencies	HU0028160	126,498.00	Included	13/11/25	
LOSS OF RENT CHU Underwriting Agencies	HU0028160	3,013,816.00	Included	13/11/25	
FIDELITY GUARANTEE CHU Underwriting Agencies	HU0028160	250,000.00	Included	13/11/25	
VOLUNTARY WORKERS CHU Underwriting Agencies	HU0028160	200,000/2,000	Included	13/11/25	
OFFICE BEARERS CHU Underwriting Agencies	HU0028160	10,000,000.00	Included	13/11/25	
MACHINERY BREAKDOWN CHU Underwriting Agencies	HU0028160	100,000.00	Included	13/11/25	\$1,000 all claims
CATASTROPHE CHU Underwriting Agencies	HU0028160	3,013,816.00	Included	13/11/25	
EXT COVER - RENT/TEM CHU Underwriting Agencies	HU0028160	452,072.00	Included	13/11/25	
ESC IN COST OF TEMP CHU Underwriting Agencies	HU0028160	150,690.00	Included	13/11/25	
STORAGE/EVACUATION CHU Underwriting Agencies	HU0028160	150,690.00	Included	13/11/25	
GOVERNMENT AUDIT COS CHU Underwriting Agencies	HU0028160	25,000.00	Included	13/11/25	
WH&S APPEAL EXPENSES CHU Underwriting Agencies	HU0028160	100,000.00	Included	13/11/25	
LEGAL EXPENSES CHU Underwriting Agencies	HU0028160	50,000.00	Included	13/11/25	\$1,000 all claims
LOT OWNERS IMPROVEME CHU Underwriting Agencies	HU0028160	250,000.00	Included	13/11/25	

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: Wonderland Property Management PTY Ltd

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 Capitol Strata Mgmt (Bris) P/L

Positions/s held Body Corporate Manager

Date 11/08/2025

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

PARK VUE NUNDAH CTS 46596

120-126 Melton Road Nundah QLD 4012

BALANCE SHEET

AS AT 11 AUGUST 2025

	ACTUAL 11/08/2025	ACTUAL 31/10/2024
<u>OWNERS FUNDS</u>		
Administrative Fund	42,408.32	20,645.97
Sinking Fund	275,792.40	273,399.91
<u>TOTAL</u>	<u>\$ 318,200.72</u>	<u>\$ 294,045.88</u>

THESE FUNDS ARE REPRESENTED BY

<u>CURRENT ASSETS</u>		
Cash At Bank	195,834.06	229,378.09
Term Deposit Macquarie	127,237.52	122,958.88
Prepaid Expenses	0.00	1,929.68
Prepaid Tax	291.00	0.00
Levies In Arrears	2,400.00	0.00
<u>TOTAL ASSETS</u>	325,762.58	354,266.65
<u>LIABILITIES</u>		
Gst Clearing A/C	3,944.24	(1,211.43)
Creditors	1,815.34	5,416.17
Accruals	0.00	2,992.99
Levies In Advance	1,802.28	53,023.04
<u>TOTAL LIABILITIES</u>	7,561.86	60,220.77
<u>NET ASSETS</u>	<u>\$ 318,200.72</u>	<u>\$ 294,045.88</u>

PARK VUE NUNDAH CTS 46596

120-126 Melton Road Nundah QLD 4012

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 NOVEMBER 2024 TO 11 AUGUST 2025

	ACTUAL	BUDGET	ACTUAL
	01/11/24-11/08/25	01/11/24-31/10/25	01/11/23-31/10/24
<u>ADMINISTRATIVE FUND</u>			
<u>INCOME</u>			
Levies - Administrative Fund	188,509.08	207,360.00	191,454.54
Interest On Overdue Levies	71.08	0.00	1,224.17
Debt Collection Fee Recovery	0.00	0.00	15,037.47
Gst On Income	0.00	(18,850.91)	0.00
<u>TOTAL ADMIN. FUND INCOME</u>	188,580.16	188,509.09	207,716.18
<u>EXPENDITURE - ADMIN. FUND</u>			
Audit Fees	0.00	0.00	1,440.00
Bank Charges (Gst Incl)	175.19	200.00	164.96
Bas Preparation Fee	1,240.00	1,364.00	1,040.00
Caretaker	59,390.85	87,960.00	76,743.56
Cleaning	6,037.21	4,000.00	1,582.21
Cleaning Carpets	5,060.00	700.00	0.00
Cleaning Supplies	0.00	2,000.00	309.31
Community Power	7,187.15	10,300.00	8,895.31
Community Power - Gov. Rebate	(562.50)	0.00	(81.25)
Debt Collection Fees	0.00	0.00	15,037.48
Fees & Permits	576.94	650.00	612.20
Fire Protection	17,133.11	12,000.00	11,124.32
Income Tax Returns	295.00	400.00	290.00
Insurance	27,403.15	32,555.00	24,974.23
Insurance-Stamp Duty	2,410.95	2,239.00	2,238.22
Legal Expenses	0.00	0.00	55.00
R & M - Building General	10,905.28	11,000.00	8,321.73
R & M - Plumbing	2,675.00	3,000.00	2,144.00
R & M - Grounds Contractor	527.28	900.00	219.96
R & M - Lifts	5,656.81	8,500.00	5,572.14
R & M - Electrical	1,154.54	500.00	412.73
Management Fees	7,237.19	9,400.00	8,665.38
Management Fees Additional Svc	2,440.92	1,600.00	1,694.96
Maintenance Co-Ordination	495.00	1,200.00	0.00
Pest Control	887.73	2,400.00	1,621.96
Disbursements	975.38	2,000.00	1,757.77
Stratamax License Fee	324.00	900.00	792.00
Fixed Disbursements	3,110.33	3,900.00	4,024.52
Sinking Fund Analysis	0.00	0.00	1,507.27
Swimming Pool Maintenance	414.23	800.00	524.32
Swimming Pool Chemicals	557.92	2,000.00	1,396.62
Telephone	1,644.48	1,400.00	959.20
Water Rates	546.49	800.00	724.37
Workplace Health & Safety	918.18	1,010.00	888.18

PARK VUE NUNDAH CTS 46596

120-126 Melton Road Nundah QLD 4012

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 NOVEMBER 2024 TO 11 AUGUST 2025

	ACTUAL	BUDGET	ACTUAL
	01/11/24-11/08/25	01/11/24-31/10/25	01/11/23-31/10/24
TOTAL ADMIN. EXPENDITURE	166,817.81	205,678.00	185,652.66
SURPLUS / DEFICIT	\$ 21,762.35	\$ (17,168.91)	\$ 22,063.52
Opening Admin. Balance	20,645.97	20,645.97	(1,417.55)
ADMINISTRATIVE FUND BALANCE	\$ 42,408.32	\$ 3,477.06	\$ 20,645.97

PARK VUE NUNDAH CTS 46596

120-126 Melton Road Nundah QLD 4012

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 NOVEMBER 2024 TO 11 AUGUST 2025

	ACTUAL	BUDGET	ACTUAL
	01/11/24-11/08/25	01/11/24-31/10/25	01/11/23-31/10/24
<u>SINKING FUND</u>			
<u>INCOME</u>			
Levies - Sinking Fund	58,909.08	64,800.00	58,909.08
Interest Received	4,278.64	0.00	5,570.12
Gst On Income	0.00	(5,890.91)	0.00
<u>TOTAL SINKING FUND INCOME</u>	63,187.72	58,909.09	64,479.20
<u>EXPENDITURE - SINKING FUND</u>			
Fire Equipment	15,796.85	0.00	20,377.00
Income Tax	0.00	600.00	345.90
Maintenance	26,018.38	10,000.00	1,881.58
Maintenance - Plumbing	4,980.00	0.00	0.00
Maintenance - Gardens&Grounds	2,545.45	4,000.00	2,577.73
Electrical/Lighting	7,291.82	8,000.00	0.00
Security Equipm.	0.00	8,000.00	0.00
Swimming Pool	4,162.73	2,500.00	0.00
<u>TOTAL SINK. FUND EXPENDITURE</u>	60,795.23	33,100.00	25,182.21
<u>SURPLUS / DEFICIT</u>	<u>\$ 2,392.49</u>	<u>\$ 25,809.09</u>	<u>\$ 39,296.99</u>
Opening Sinking Fund Balance	273,399.91	273,399.91	234,102.92
<u>SINKING FUND BALANCE</u>	<u>\$ 275,792.40</u>	<u>\$ 299,209.00</u>	<u>\$ 273,399.91</u>



QUEENSLAND BUILDING AND
CONSTRUCTION COMMISSION

FORM 23
POOL SAFETY CERTIFICATE

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: PSC0237782

2. Location of the swimming pool
Property details are usually shown on the title documents and rates notices

Street address: 120 MELTON RD

NUNDAH QLD Postcode: [] [] [] []

Lot and plan details: 4/RP/89374 Local government area: BRISBANE CITY

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 7 / 1 2 / 2 0 2 4 Expiry date: 2 7 / 1 2 / 2 0 2 5

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: QUAN ZUO

Pool safety inspector licence number: PS15132587

Signature: [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.

QUEENSLAND TITLES REGISTRY PTY LTD AUTOMATED TITLES SYSTEM ENE470
06/08/2025 16:01 COMMUNITY TITLES SCHEME SEARCH STATEMENT
Request No: 52885048

Scheme Name: PARK VUE NUNDAH COMMUNITY TITLES SCHEME 46596

Body Corp. Addr: C/O CAPITOL BODY CORPORATE ADMINISTRATION
PO BOX 326
ALDERLEY
QLD
4051

COMMUNITY MANAGEMENT STATEMENT No: 46596

Title	Lot	Plan
50969291	CP	SP 246250
50969292	101	SP 246250
50969293	102	SP 246250
50969294	103	SP 246250
50969295	104	SP 246250
50969296	105	SP 246250
50969297	106	SP 246250
50969298	107	SP 246250
50969299	108	SP 246250
50969300	209	SP 246250
50969301	210	SP 246250
50969302	211	SP 246250
50969303	212	SP 246250
50969304	213	SP 246250
50969305	214	SP 246250
50969306	215	SP 246250
50969307	216	SP 246250
50969308	217	SP 246250
50969309	218	SP 246250
50969310	319	SP 246250
50969311	320	SP 246250
50969312	321	SP 246250
50969313	322	SP 246250
50969314	323	SP 246250
50969315	324	SP 246250
50969316	325	SP 246250
50969317	326	SP 246250
50969318	327	SP 246250
50969319	328	SP 246250
50969320	329	SP 246250
50969321	330	SP 246250
50969322	431	SP 246250
50969323	432	SP 246250
50969324	433	SP 246250
50969325	434	SP 246250
50969326	435	SP 246250
50969327	436	SP 246250
50969328	437	SP 246250
50969329	438	SP 246250
50969330	439	SP 246250
50969331	440	SP 246250
50969332	441	SP 246250

QUEENSLAND TITLES REGISTRY PTY LTD AUTOMATED TITLES SYSTEM ENE470
06/08/2025 16:01 COMMUNITY TITLES SCHEME SEARCH STATEMENT
Request No: 52885048

Title	Lot	Plan
50969333	442	SP 246250
50969334	543	SP 246250
50969335	544	SP 246250
50969336	545	SP 246250
50969337	546	SP 246250
50969338	547	SP 246250
50969339	548	SP 246250
50969340	549	SP 246250
50969341	550	SP 246250
50969342	551	SP 246250
50969343	552	SP 246250
50969344	553	SP 246250
50969345	554	SP 246250

COMMUNITY MANAGEMENT STATEMENT Dealing No: 716103913

** End of CMS Search Statement **

COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2025]
Requested By: D-ENQ INFOTRACK PTY LIMITED

26.

QUEENSLAND LAND REGISTRY
Land Title Act 1994, Land Act 1994 and Water Act 2000

GENERAL REQUEST

Form 14 Version 4
Page 1 of 1



716103913

Duty Imprint

\$162.90

28/10/2014 15:53

BE 460

searchable registers in the land registry and the water register. For more
information about privacy in NR&W see
<http://www.nrw.qld.gov.au/about/privacy/index.html>.

1. Nature of request		Lodger (Name, address & phone number)	Lodger Code
REQUEST TO RECORD FIRST COMMUNITY MANAGEMENT STATEMENT FOR PARK VUE NUNDAH COMMUNITY TITLES SCHEME		ROSTRON CARLYLE SOLICITORS GPO BOX 3203 BRISBANE QLD 4001 PH: (07) 3009 8444 OUR REF: GRM:EL:31217	133A
2. Lot on Plan Description	County	Parish	Title Reference
LOT 35 ON RP34063	STANLEY	TOOMBUL	14684159
LOT 36 ON RP34063	STANLEY	TOOMBUL	14684159
LOT 3 ON RP89374	STANLEY	TOOMBUL	16122008
LOT 4 ON RP89374	STANLEY	TOOMBUL	13130137
3. Registered Proprietor/State Lessee			
LINEAR 120 DEVELOPMENT PTY LTD ACN 159 985 618			
4. Interest			
FEE SIMPLE			
5. Applicant			
LINEAR 120 DEVELOPMENT PTY LTD ACN 159 985 618			
6. Request			
I hereby request that: the first CMS deposited herewith be recorded as the CMS for Park Vue Nundah Community Titles Scheme and that Unit 3, 178 Albion Road, Windsor, Qld 4060 be recorded as address for service on the body corporate for the scheme.			
7. Execution by applicant			

27/10/14
Execution Date

Applicant's or Solicitor's Signature

Note: A Solicitor is required to print full name if signing on behalf of the Applicant

Yi-Chien Lin
Solicitor

QUEENSLAND LAND REGISTRY
Body Corporate and Community Management Act 1997

FIRST/NEW COMMUNITY MANAGEMENT STATEMENT

CMS Version 3
Page 1 of 24



46596

This statement incorporates and must include the following:

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

Office use only
CMS LABEL NUMBER

- | | |
|--|---|
| <p>1. Name of community titles scheme
Park Vue Nundah Community Titles Scheme</p> | <p>2. Regulation module
Accommodation Module</p> |
|--|---|
-
- 3. Name of body corporate**
Body Corporate for Park Vue Nundah Community Titles Scheme
-
- 4. Scheme land**
- | Lot on Plan Description | County | Parish | Title Reference |
|---|---------|---------|-----------------|
| Common Property of Park Vue Nundah CTS | Stanley | Toombul | To Issue |
| Lots 101-108,209-218,319-330, 431-442 and 543-554 on SP246250 | Stanley | Toombul | To Issue |
-
- | | |
|---|---|
| <p>5. Name and address of original Owner #
Linear 120 Development Pty Ltd ACN.159 985 618
C/- Level 1, 15 Mait Street, Fortitude Valley Qld 4006</p> | <p>6. Reference to plan lodged with this statement
SP 246250</p> |
|---|---|

first community management statement only

7. Local Government community management statement notation

Rita Salitra Kelly signed

Rita Kelly, Team Manager, Express Services name and designation

Brisbane City Council name of Local Government

8. Execution by original Owner/Consent of body corporate

Execution Date

8/10/14

Director

Director

Execution

[Signature]
Linear 120 Development Pty Ltd ACN.159 985 618

*Original Owner to execute for a first community management statement
*Body corporate to execute for a new community management statement

Privacy Statement

Collection of this information is authorised by the Body Corporate and Community Management Act 1997 and is used to maintain the publicly searchable registers in the land registry. For more information about privacy in NR&W see the Department's website.

Title Reference

Page 2 of 24

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution Entitlement	Interest Entitlement
Lot 101 on SP 246250	10	10
Lot 102 on SP 246250	10	10
Lot 103 on SP 246250	10	10
Lot 104 on SP 246250	10	10
Lot 105 on SP 246250	10	10
Lot 106 on SP 246250	10	10
Lot 107 on SP 246250	10	10
Lot 108 on SP 246250	10	10
Lot 209 on SP 246250	10	10
Lot 210 on SP 246250	10	10
Lot 211 on SP 246250	10	10
Lot 212 on SP 246250	10	10
Lot 213 on SP 246250	10	10
Lot 214 on SP 246250	10	10
Lot 215 on SP 246250	10	10
Lot 216 on SP 246250	10	10
Lot 217 on SP 246250	10	10
Lot 218 on SP 246250	10	10
Lot 319 on SP 246250	10	10
Lot 320 on SP 246250	10	10
Lot 321 on SP 246250	10	10
Lot 322 on SP 246250	10	10
Lot 323 on SP 246250	10	10
Lot 324 on SP 246250	10	10
Lot 325 on SP 246250	10	10
Lot 326 on SP 246250	10	10
Lot 327 on SP 246250	10	10

Title Reference

Page 3 of 24

Lot on Plan	Contribution Entitlement	Interest Entitlement
Lot 328 on SP 246250	10	10
Lot 329 on SP 246250	10	10
Lot 330 on SP 246250	10	10
Lot 431 on SP 246250	10	10
Lot 432 on SP 246250	10	10
Lot 433 on SP 246250	10	10
Lot 434 on SP 246250	10	10
Lot 435 on SP 246250	10	10
Lot 436 on SP 246250	10	10
Lot 437 on SP 246250	10	10
Lot 438 on SP 246250	10	10
Lot 439 on SP 246250	10	10
Lot 440 on SP 246250	10	10
Lot 441 on SP 246250	10	10
Lot 442 on SP 246250	10	10
Lot 543 on SP 246250	10	10
Lot 544 on SP 246250	10	10
Lot 545 on SP 246250	10	10
Lot 546 on SP 246250	10	10
Lot 547 on SP 246250	10	10
Lot 548 on SP 246250	10	10
Lot 549 on SP 246250	10	10
Lot 550 on SP 246250	10	10
Lot 551 on SP 246250	10	10
Lot 552 on SP 246250	10	10
Lot 553 on SP 246250	10	10
Lot 554 on SP 246250	10	10
TOTAL	540	540

1. Principles for Deciding the Contribution Lot Entitlement for a Lot

Pursuant to Sections 46(7)(b) and 66(1)(db)(i) of the *Body Corporate and Community Management Act 1997* (the “BCCM Act”) the Contribution Schedule Lot Entitlements (CSLE) for the Scheme are equal and consistent with the requirements for the CSLE to be decided in accordance with the “equality principle” as defined under Section 46A(1) of the BCCM Act. The CSLE have been decided by applying the equality principle.

In accordance with Section 46(8) of the Act the respective Interest Schedule Lot Entitlements (ISLE) are equal and consistent with the “market value principle” as defined under Section 46B(1) of the BCCM Act. In accordance with Section 66(1)(dc)(i) of the Act the ISLE reflects the respective market values of the lots.

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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Section 66(1)(f) and (g) of the Body Corporate and Community Management Act does not apply to this Scheme.

SCHEDULE C	BY-LAWS
-------------------	----------------

1. Interpretation

- (a) The following words and expressions shall have the following meanings respectively assigned to them, namely:
- (i) **“Authority”** includes any State or federal government, any semi or local government (including the Local Government), any statutory, public or any other person, authority, instrumentality or body having control over the use or operation of the Development, the Scheme, the Scheme Land or any Utility Services or associated infrastructure to be provided to the Scheme or the Scheme Land;
 - (ii) **“Associates”** means any tenant, guest, servant, employee, agent, member of family, contractor, visitor (with or without Invitation), invitee and/or licensee of the Owner or the Occupier as the context requires;
 - (iii) **“BCCM Act”** means the *Body Corporate and Community Management Act 1997*;
 - (iv) **“Body Corporate”** means the body corporate established under Section 30 of the BCCM Act upon establishment of the Scheme;
 - (v) **“Breach”** means any breach, potential breach or threatened breach by an Owner, Occupier or Associate of:
 - (1) these By-laws;
 - (2) the BCCM Act;
 - (3) this CMS;
 - (4) any rules relating to the Common Property made by the Committee under these By-laws;
 - (vi) **“By-laws”** means these by-laws;
 - (vii) **“Building”** means the building(s) contained on the Scheme Land including all uses and areas and Utility Services and associated infrastructure contained within the building(s);
 - (viii) **“CMS”** means this community management statement;
 - (ix) **“Committee”** means the committee of the Body Corporate constituted under the BCCM Act;
 - (x) **“Common Property”** means the common property of the Scheme;
 - (xi) **“Cost”** includes any cost, charge, expense, outgoing, payment, liability or other expenditure of any nature whatever, including, where appropriate, all reasonable and proper legal fees;

- (xii) **"Development"** means the development known as Park Vue Nundah CTS constructed on the Scheme Land;
- (xiii) **"Development Package"** means the development permit issued by the Local Government for the Development and any amendment to it from time to time;
- (xiv) **"Display Unit"** means a Lot or Lots used by the original Owner or its nominee to promote further sales of Lots in the Development;
- (xv) **"Heavy Vehicle"** means any Vehicle, motorised or otherwise with a carrying capacity in excess of 2.5 tonnes and includes, but is not limited to, caravans, boats, trucks, prime movers, articulated vehicles, motor homes and mobile homes;
- (xvi) **"Law"** means any statute rule, regulation, proclamation, ordinance, by-law or statutory instrument, whether:
 - i. present or future;
 - ii. State, federal or otherwise;
- (xvii) **"Letting Agent"** means the person authorised to act as letting agent for the Scheme from time to time;
- (xviii) **"Letting Agent's Office"** means the Lot(s) (if any) used by the Letting Agent from time to time to conduct the business of the Letting Agent pursuant to any agreement with the Body Corporate;
- (xix) **"Lot"** means a lot in the Scheme and any areas of Common Property attaching to the Lot by exclusive use allocation, occupation authority or otherwise;
- (xx) **"Occupier"** means any Occupier of a Lot and includes, but is not limited to:
 - i. the Owner of the Lot, even in circumstances where the Owner is not in possession of the Lot;
 - ii. a tenant or lessee of the Lot; and
 - iii. any other person entitled to possession of the Lot or any part of it;
- (xxi) **"Pets"** – means any pet including dogs, cats, birds and fish;
- (xxii) **"Representative"** - the person appointed by the Committee from time to time to represent the Committee;
- (xxiii) **"Scheme"** – Park Vue Nundah Community Titles Scheme No.[insert];
- (xxiv) **"Scheme Land"** means all the land contained in the Scheme;
- (xxv) **"Secretary"** means the secretary from time to time of the Body Corporate;
- (xxvi) **"Service Contractor"** means the person authorised to act as body corporate service contractor for the Scheme from time to time;
- (xxvii) **"Speed Limit"** means such speeds nominated by the Committee from time to time and if no nomination 10 kilometres an hour;
- (xxviii) **"Utility Service"** means:
 - (1) water reticulation or supply;

- (2) hot water reticulation or supply;
- (3) gas reticulation or supply
- (4) electricity supply
- (5) air-conditioning;
- (6) a telephone service;
- (7) a cable or satellite TV service;
- (8) a computer data or television service;
- (9) a sewer system;
- (10) drainage;
- (11) a system for the removal or disposal of garbage or waste;
- (12) a ventilation or air extraction system; or
- (13) another system or service designed to improve the amenity, or enhance the enjoyment, of lots or Common Property; and

(xix) **"Vehicle"** includes motor cars and motorcycles, but does not include Heavy Vehicles.

(b) In these By-laws, unless a contrary intention appears:

- (i) words denoting the masculine include the feminine and vice versa;
- (ii) words importing the singular shall include the plural and vice versa;
- (iii) reference to persons include corporations;
- (iv) headings are for reference purposes only and do not form part of these By-laws;
- (v) reference to any Law is as amended or replaced from time to time; and
- (vi) unless otherwise defined in these By-laws, words and expressions defined in the BCCM Act to have a particular meaning shall have that meaning when used in these By-laws.

(c) Every agreement or obligation expressed or implied in these By-laws by which two or more persons agree to be bound, binds such persons jointly, and each of them severally, and every provision expressed or implied in these By-laws which applies to two or more persons applies to such persons jointly and each of them severally.

(d) If any By-law is determined to be invalid, illegal or unenforceable for any reason, it shall be deemed to be severed and the remaining By-laws shall not be affected in any way.

2. Vehicles

(a) The Occupier of a Lot must not, without the Body Corporate's written approval:

- (i) park a Vehicle, or allow a Vehicle to stand, on the Common Property; or
- (ii) permit an Associate to park a Vehicle, or allow a Vehicle to stand, on the Common Property, except for the designated visitor parking which must remain available at all times for the sole use of visitors Vehicles.

- (b) An approval under subsection (1) must state the period for which it is given, with the exception of designated visitor parking which must remain available at all times for the sole use of visitors Vehicles.
- (c) However, the Body Corporate may cancel the approval by giving 7 days written notice to the Occupier, with the exception of designated visitor parking. The Body Corporate may cancel any approval given under this clause by giving 7 days notice to that effect to the Occupier.
- (d) Any driveway and associated landscaping areas, disabled Vehicle or Vehicle turning areas must not be designated for the exclusive use of any Lot.

3. Roads and Other Common Property

- (a) The roadways, pathways, drives and other Common Property and any easement giving access to the Scheme or Lots contained within the Scheme (whether or not forming part of the Scheme) shall not be obstructed by any Occupier or their Associates or used by them for any purpose other than the reasonable ingress and egress to and from their respective Lots or the parking areas provided. An Occupier of a Lot shall not drive or permit to be driven any Heavy Vehicle onto or over the Common Property other than such Heavy Vehicles necessary to complete the construction and/or occupation of any Lot, and any Heavy Vehicles entitled by any Law or any Authority.
- (b) The Committee may, at the Costs of a Vehicle's owner, remove any Vehicles illegally parked on Common Property by towing or other means.

4. Carspace

Unless approved in writing by the Committee, only Vehicles are permitted to be parked in the Lot's allocated car space. These Vehicles shall at all times be kept in a clean and roadworthy condition. Owners must not close in their carparking spaces into a private garage style carparking space, without the prior written approval of the Committee.

5. Car Washing

The Committee from time to time may designate an area of Common Property (being a carparking space) that must be used for Vehicle washing purposes. The washing of Vehicles elsewhere on the Common Property is prohibited.

6. Bicycle Racks (if any)

Bicycles shall only be stored in the bicycle racks provided by the Body Corporate (if any) and shall be properly locked to prevent theft at all times. Bicycles may only be brought into and out of the Scheme by way of the carpark entry.

7. Obstruction

An Occupier of a Lot or their Associates shall not obstruct lawful use of Common Property by any person.

8. Damage to Common Property

An Occupier of a Lot shall not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon Common Property; or
- (b) use for their own purposes as a garden any portion of the Common Property; or
- (c) mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property;

except with the consent in writing of the Committee.

9. Depositing Rubbish etc. on Common Property

An Occupier of a Lot shall not deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of an Occupier of another Lot or of any person lawfully using the Common Property.

10. Garbage Disposal

- (a) The Body Corporate has the power to devise a rubbish removal system from time to time incorporating, amongst other things:-
 - (i) permitted means and times for disposal;
 - (ii) disposal routes;
 - (iii) permitted pick up areas (if any);
 - (iv) location of rubbish removal;
 - (v) storage of rubbish;
 - (vi) containment of rubbish;
 - (vii) regularity of rubbish removal;
 - (viii) segregation of rubbish; and
 - (ix) special rubbish requirements.
- (b) The Occupier of a Lot must:-
 - (i) comply with all Local Government laws about disposal of garbage;
 - (ii) ensure that the Occupier does not, in disposing of garbage, adversely affect the health, hygiene, safety or comfort of the Occupiers of other Lots;
 - (iii) comply with the rubbish removal system put in place by the Body Corporate from time to time under sub-clause (a); and
 - (iv) comply with any rubbish removal system devised by the Body Corporate.
- (c) The Body Corporate will advise each Owner of its rubbish removal system. Each Owner will display in its Lot at all times a copy of any such rubbish removal system.
- (d) Refuse and recycle bins are only permitted to be stored and collected from nominated refuse collection points.

11. Appearance of Lot

- (a) An Occupier of a Lot must not, without the written approval of the Committee make a change to the external appearance of the Lot.
- (b) An Occupier of a Lot must not, without the prior written approval of the Committee:-
 - 1. hang washing, bedding or other articles (other than in the designated clothes drying area(if any)); or
 - 2. display a sign, advertisement, placard, banner, pamphlet or similar article;
 - 3. use any part of the Lot, (including any exclusive use areas) for storage;

4. keep any oversized plants (in the discretion of the Committee); or

5. install any aerials, receivers or the like,

if it is visible from another Lot or Common Property or from outside the Lot.

- (c) An Occupier shall not hang curtains, install venetian blinds, apply window tinting visible from outside the Lot install shutters, screens or security screens or other screening device unless such hanging, installation or application has first been approved by the Committee. In giving such approvals, the Committee shall ensure that any such hanging, installation or application presents a uniform and visually pleasing appearance when viewed from Common Property, any other Lot or from outside of the Scheme Land.
- (d) An Occupier must not install any spa pool or anything similar on any balconies or terraces of a Lot without first obtaining the prior written approval from the Committee.
- (e) An Occupier must not install any umbrellas or awnings on a Lot without first obtaining written approval from the Committee.
- (f) The operation of this By-law is subject to the operation of all other By-laws.

12. Inflammable Liquids Gases or Other Materials

An Occupier shall not bring to, do or keep anything in their Lot which shall increase the rate of fire insurance on any property in the Scheme or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon any property in the Scheme or the regulations or ordinances of any Authority for the time being in force.

13. Keeping of Animals

Subject to s181 of the Act, an Occupier of a Lot may keep one (1) cat or dog if the dog or cat are less than 10kg in weight and 30cm in height only with the prior written approval of the Body Corporate which will not be unreasonably refused. An Occupier shall not keep any other Pet or animal upon their Lot or the Common Property without the prior written approval of the Body Corporate which may be granted with or without conditions or refused or withdrawn at the discretion of the Committee. If conditions are imposed, the Occupier must comply with those conditions. The Committee may, at the Costs of the Owner of an offending Lot, remove a Pet or other animal from within the Scheme if the Pet or other animal is disturbing other Occupiers, in the Committee's opinion.

14. Auction of Sales

Except the Original Owner, an Occupier shall not permit any auction sale to be conducted or to take place in their Lot or upon the Common Property or within the Scheme without the prior approval in writing of the Committee.

15. Right of Entry

An Occupier, upon receiving reasonable notice from the Body Corporate, shall allow the Body Corporate or any contractors, sub-contractors, workmen or other person authorised by it, the right of access to their Lot for the purpose of carrying out works or effecting repairs on the infrastructure associated with any Utility Services whether to their Lot or to an adjoining Lot.

16. Noise

- (a) An Occupier and its Associates shall not make or permit any noise likely to interfere in any way with the peaceful enjoyment of other Occupiers or of any person lawfully using the Common Property. In particular, no Occupier shall hold or permit to be held any social gathering in their Lot which would cause any noise which unlawfully interferes with the peace and quietness of any other Occupier, at any time of day or night and in particular shall comply in all respects with all appropriate Laws.
- (b) In the event of any unavoidable noise in a Lot at any time, the Occupier shall take all practical means to minimise annoyance to other Occupiers by closing all doors, windows and curtains of their Lot and also take such further steps as may be within their power for the same purpose.

- (c) An Occupier shall not play any musical instrument, use any radio, television set, computer, electrical or mechanical device in such a manner that will cause any noise likely to interfere in any way with:
 - (i) the peaceful enjoyment of other Occupiers;
 - (ii) any person lawfully using the Common Property; or
 - (iii) with any domestic appliance or apparatus lawfully in use within the Scheme.
- (d) Occupier and their Associates entering or leaving the Lot, the Common Property or the Scheme after 11pm must do so quietly and Occupiers must direct their Associates accordingly.

17. Use of Lots

- (a) Subject to these By-laws, Lots must be used for residential purposes only, save and except that:-
 - (i) the Original Owner may use or cause to be used any Lot for the purpose of a Display Unit; and
 - (ii) the Service Contractor may exercise its rights under the heading "Service Contractor and Letting Agent Special Privileges" contained in these By-laws.
- (b) A Lot must not be used:-
 - (i) for any purpose that may cause a nuisance or hazard or in any manner likely to interfere with the peaceful enjoyment of Occupiers or any person lawfully using the Common Property;
 - (ii) for any illegal or immoral purpose or purposes that will interfere with the good reputation of the Scheme;
 - (iii) for storage purposes other than the storage of domestic household items normally held in residential community title accommodation; or
 - (iv) for any other purpose that may endanger the safety or good reputation of persons residing within the Scheme.
- (c) The Committee may authorise an Occupier to conduct a home occupation or business from within a Lot and receive visitors for that purpose provided that:-
 - (i) the use does not conflict with the rights of the Service Contractor or Letting Agent under these By-laws;
 - (ii) the use complies with all Laws and all permits and insurances for the use have been obtained from all relevant Authorities and remain current and valid; and
 - (iii) the use would not, in the reasonable opinion of the Committee, interfere with the amenity of other Occupiers of the Scheme.
- (d) Any authority under subclause (c), may be issued subject to conditions which may be varied at the direction of the Committee and may be revoked if such conditions are not complied with.

18. Infectious Diseases

In the event of any serious infectious disease which may require notification by virtue of any Law happening in any Lot, the Occupier of such Lot shall give written notice and any other information reasonably required by the Body Corporate to the Committee and shall pay to the Body Corporate the Cost incurred by the Body Corporate of disinfecting the Lot and any part of the Common Property required to be disinfected and replacing any articles or things the destruction of which may be rendered necessary by such disease.

19. Alteration to Lots and Common Property

- (a) An Occupier shall not alter a Lot or construct or permit the construction or erection of any (including in any carpark space) pergola, screen, awning or other structure of any kind within or upon a Lot or on Common Property without the prior approval in writing of the Committee.
- (b) Any alteration made to Common Property or any fixture or fitting attached to Common Property by any Occupier, whether made or attached with or without the approval of the Committee, shall, unless otherwise provided by resolution of a general meeting or of a meeting of the Committee, be repaired and maintained by the Owner for the time being of the Lot of which the aforesaid Occupier was the occupier.
- (c) There shall be no external structural alterations or extensions or external repainting to a Lot without the prior approval in writing of the Committee. An Owner shall submit to the Body Corporate's architect all plans and specifications for any such structural alteration or extension in a form and containing such information required by the Committee.
- (d) Any approval given by the Committee or the Body Corporate to carry out construction, erection or installation of any kind (in particular the installation of shutters) shall be conditional upon the Owner first obtaining all necessary approvals of all relevant Authorities to the construction, erection or installation.
- (e) Unless specifically shown as such on the plans approved by the relevant Authority for the Scheme, balconies and terraces are to remain unenclosed and there are to be no shutters, glazing, louvres, blinds or similar structures on balconies and terraces

20. Maintenance of Lots

- (a) Each Occupier must be responsible for the maintenance of their Lot and each Occupier shall ensure that their Lot is so kept and maintained as not to be offensive in appearance to other Occupiers through the accumulation of excess rubbish or otherwise. Further, all Lots are to be so maintained as to prevent the excessive growth of grass and other vegetation making Lots unsightly, increasing fire risks or contributing to the spread of noxious weeds to other Lots.
- (b) Each Occupier must ensure that waterproofing of all balconies and terraces which form part of that Occupier's Lot do not leak resulting in water escaping into other Lots or onto Common Property.
- (c) Windows shall be kept clean and promptly replaced by the Occupier of their Lot at their Cost with fresh glass of the same kind and weight as at present, if broken or cracked. This By-law does not prohibit an Occupier from making a claim on the Body Corporate insurance.
- (d) Each Owner shall be responsible for the maintenance of the air conditioning unit(s) (if any) servicing their Lot and ensure that their air conditioning unit(s) is operating in a quiet manner so as not to cause a nuisance to any Occupier.
- (e) An Owner shall not install an air-conditioning system or replace their air-conditioning system unless:-
 - (i) the Body Corporate first approves the new system to be installed;
 - (ii) the Owner complies with any Laws and rules set out by the Committee in regard to the installation, replacement, noise omissions and operation of air-conditioners (if any);
 - (iii) it is installed in the exclusive use area designated for installation or in areas, included within the Lot, and designated by the Committee; and
 - (iv) the installation is carried out by an installer approved by the Body Corporate.

- (f) The Occupiers of Lots with courtyards within their Lots or by way of exclusive use must maintain the courtyards and any other exclusive use areas to such a standard as nominated by the Committee and at all reasonable time notified by the Service Contractor, to allow the Service Contractor and any qualified arborist contracted by the Body Corporate to maintain any trees in the Scheme to achieve their ultimate height and form in accordance with Australian Standard 4373, to have access to the courtyard of the Lot for the purposes of carrying out any work on any trees in the Lot.
- (g) The purpose of these By-laws is to ensure that the Scheme remains at all times visually uniform, of tidy appearance and of a high visual amenity. If the Occupiers fail to comply with the reasonable directions of the Committee, for a period of fourteen (14) days after being directed to do so, the Body Corporate may enter upon a Lot to carry out any works required by these By-Laws. The Body Corporate's Costs of carrying out the works, including materials and the cost of plants are recoverable by the Body Corporate from the Owner as a liquidated debt.

21. Security for Lots

- (a) The Body Corporate may establish and maintain a security system to keep the Scheme secure, which may include the keeping of a master key for the Scheme to allow entry to all Lot within the Scheme. The Body Corporate may give a copy of the master key to the Body Corporate Service Contractor and/or Letting Agent.
- (b) An Occupier shall not disclose to any person other than the Occupier's family, resident in the Scheme or any other person residing in the Scheme with the authority of the Occupier, any security code (if any) advised from time to time to the Occupier by the Body Corporate for the security gate or door (if any) erected at the entrance to the Scheme.
- (c) All doors and windows to the premises shall be securely fastened on all occasions when the premises are left unoccupied and the Committee reserves the right to enter and fasten same if left insecurely fastened.

22. Taps

An Occupier shall not waste water and shall see that all water taps in their Lot are promptly turned off after use. Should the Lot be unoccupied for a period of more than a month, then the stopcock on the hot water system (if any) must be turned off.

23. Aerials and Receivers

No outside wireless, television, aerial, sky dish, receiver, satellite receiver or other erection, construction, aerial, receiver or thing of like nature may be erected by any Occupier without the previous consent in writing of the Committee.

24. Water Closets and Conveniences

The water closets and conveniences and other water apparatus including waste pipes and drains shall not be used for any purposes other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any damage or blockage resulting to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the Owner whether the same is caused by their own actions or those of and Occupier or their Associates.

25. Behaviour of Associates

- (a) An Occupier shall take all reasonable steps to ensure that their Associates do not behave in a manner likely to interfere with the peaceful enjoyment of another Occupier or of any person lawfully using Common Property.
- (b) The Occupier shall be liable to compensate the Body Corporate in respect of all damage to the Common Property or personal property vested in it caused by such Occupier or their Associates.
- (c) An Owner of a Lot which is the subject of a lease, licence or tenancy agreement shall take all reasonable steps, including any action available to them under any such lease licence or tenancy agreement, to ensure that any Associate or other Occupier of the Lot or their Associates comply with the provisions of these By-laws.

- (d) The duties and obligations imposed by these By-laws on an Occupier of a Lot shall be observed not only by the Occupier but also by their Associates.
- (e) If an Occupier or its Associates commits a Breach, the Committee may give the Occupier a notice to remedy the Breach within 14 days of receipt of the notice.
- (f) If the Occupier fails to remedy the Breach within the time required by sub-clause (e), then the Body Corporate may, on giving a further the (3) days notice to the Occupier, enter the Lot and remedy the Breach.
- (g) In the event of an emergency, as determined by the Committee in its opinion, the Body Corporate may immediately enter a Lot and rectify any Breach.
- (h) Where the Body Corporate expends money to make good damage caused by a Breach by any Occupier or their Associates or any of them, the Committee shall be entitled to recover the Cost so expended as a debt in any action in any Court of competent jurisdiction from the Owner of the Lot at the time when the Breach occurred.

26. Notice of Defect

An Occupier shall give the Committee and/or the Service Contractor prompt notice of any accident to or defect in the infrastructure associated with any Utility Services or fixtures which comes to their knowledge and the Committee shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as it may deem necessary for the safety and preservation of the Scheme and improvements contained within it as often as may be necessary.

27. Insurance

An Owner shall be responsible for the insurance of Owner's fixtures as defined in the BCCM Act including all electrical equipment, carpets, drapes and improvements within their Lot.

28. Use of Common Property Facilities

- (a) All Occupiers may use the barbecue area, gardens and associated facilities on the Common Property subject to the following rules which will, where appropriate, apply to all Occupier's Associates:-
 - (i) the barbecue or, gardens and associated facilities will not be used by Occupier's Associates unless accompanied by the Occupier;
 - (ii) children below the age of thirteen (13) years will at all times be accompanied by an adult Occupier exercising effective control over them;
 - (iii) alcoholic beverages are not to be consumed in or around general Common Property areas or the Swimming Pool Area (as defined in the following clause) but may be consumed in and around the barbecue areas (if any);
 - (iv) running or rough play is prohibited in the barbecue area (if any);
 - (v) the barbecue area (if any) may only be used between the hours of 7.00 am and 9.00 pm unless arranged otherwise with the Service Contractor;
 - (vi) the cooking appliances and appurtenances in any barbecue are to be used in a proper manner and turned off according to their operating instructions, and such appliances and appurtenances are to be thoroughly cleaned after use;
 - (vii) after facilities are used, the relevant area is to be left in a clean and tidy state and available to the next users;
 - (viii) Common Property and assets must not be defaced, damaged or removed; and

(ix) the Body Corporate or the Service Contractor may operate a reservation system for Common Property facilities and assets with which Occupiers shall comply.

(b) An Occupier must not without proper authority, operate, adjust or interfere with the operation of any of the facilities referred to in this by-law.

(c) Notwithstanding the rules set out in sub-clause (a), the Committee may from time to time make other rules regarding the facilities including forms of reservation and the like.

29. Swimming Pool

(a) An Occupier and their Associates may use the swimming pool (if any) constructed on the Common Property (the "Swimming Pool Area") in accordance with the 'Pool Rules' signage erected adjacent to the swimming pool.

(b) No use shall be made of the Swimming Pool Area which involves damage, inconvenience or nuisance to any Occupier or Associate or which causes damage to the surface (above or below water) of the swimming pool or the fixtures or fittings located in on or about the Swimming Pool Area.

30. Display Unit

While the Original Owner remains an Owner it and its officers, servants and/or agents shall be entitled to use any Lot of which it remains an Owner as a display dwelling and shall be entitled to allow prospective purchasers or any other person with the authority of the Original Owner to inspect any such Lot and for such purposes shall be entitled to use such signs, advertising or display material in or about the Lot, the Common Property and the Scheme as it thinks fit, such signs shall be attractive and tasteful having regard to the general appearance of the Scheme and shall not at any time and from time to time be more in terms of number and size than is reasonably necessary. The Original Owner shall also be entitled to carry out promotional and marketing functions from the Common Property providing that reasonable steps are taken to minimise the disturbance to owners and occupiers of Lots in the Scheme.

31. Fire Alarms

An Occupier shall not do anything or allow any of their Associates to do anything to cause any fire alarms situated on the Scheme Land to sound except in the event of a fire. Any Occupier who Breaches this By-law must pay to the Body Corporate on demand, the Cost charged by the fire brigade in responding to the alarm and the Cost of repairing that alarm (if any).

32. Instructions to Contractors etc

Occupiers shall not directly instruct any contractors or workmen employed by the Body Corporate unless so authorised.

33. Security Equipment

The Body Corporate may, in the name of the Body Corporate, enter into leases from time to time of security equipment.

34. Correspondence

All complaints or applications to the Body Corporate or the Committee shall be addressed in writing to the Secretary and not to any other member of the Committee.

35. Requests to the Secretary

An Occupier of a Lot shall direct all requests for consideration of any particular matter to be referred to the Committee of the Body Corporate to the Secretary and not to any other member of the Committee.

36. Notices

An Occupier and its Associates shall observe the terms of any notice displayed in the Common Property by authority of the Committee or of any Authority.

37. Copy of By-laws to be Produced Upon Request

Where any Lot or Common Property is leased or rented, otherwise than to an Owner, the lessor or, as the case may be, landlord shall upon the request of the lessee or tenant produce or cause to be produced to the lessee or tenant for their inspection a copy of these By-laws for the time being in force in respect of the Scheme.

38. Power of Committee

The Committee may make or adopt rules and regulations relating to the Common Property (which may be varied from time to time) not inconsistent with these By-laws. The rules and regulations shall be observed by the Occupiers unless and until they are amended or revoked by a majority resolution at a general meeting of the Body Corporate.

39. Recovery of Costs

If an Occupier or its Associate commits a Breach, the Owner of the relevant Lot must pay on demand the whole of the Body Corporate Costs in respect to that Breach, which amount shall be deemed to be a liquidated debt.

Where the Body Corporate incurs Costs as a result of a Breach, the Committee shall be entitled to recover the amount so expended as a debt in an action in any Court of competent jurisdiction from the Owner of the Lot at the time when the Breach occurred.

40. Interest

- (a) If a contribution levied under the BCCM Act is unpaid thirty (30) days after it falls due for payment, then the Occupier shall be in Breach and the amount of the unpaid contribution will bear interest at an annual rate to be determined by the Body Corporate Committee from time to time. If no such resolution has been made, then at a rate of 2% per month or any part thereof.
- (b) If, at the time a person becomes the Owner of a Lot, another person is liable in respect of the Lot to pay interest on a contribution, the Owner is jointly and severally liable with the other person for the payment of the interest, the contribution and the Costs of recovery of the contribution.
- (c) The amount of any unpaid contribution, interest and any Costs of recovery is recoverable by the Body Corporate as a liquidated debt.

41. Service Contractor and Letting Agent – Special Privileges

- (a) While the Letting Agent holds an authorisation from the Body Corporate to act as letting agent for the Scheme, the Letting Agent may conduct a letting business from the Scheme to the exclusion of all others.
- (b) While the Service Contractor holds an appointment from the Body Corporate to manage and maintain the Common Property in accordance with the terms of that appointment, the Service Contractor may provide its services to the Scheme to the exclusion of all others.
- (c) For as long as the Letting Agent holds its authorisation and the Service Contractor holds its appointment (the "Agreements") then respectively:-
 - (i) the Body Corporate will not itself, directly or indirectly, provide any of the services set out in the Agreements;
 - (ii) the Body Corporate will not enter into with any other person or entity an agreement, authority or appointment similar to the Agreements;

- (iii) the Letting Agent will be entitled to erect or display signs or notices in or on the Common Property advertising any of the services it provides pursuant to its Agreement;
- (iv) the Body Corporate must not grant to any other person the right to conduct any business of a similar nature to the Letting Agent's authorisation and the Service Contractor's appointment from within the Scheme Land nor must the Body Corporate (or any of its members individually) directly or indirectly conduct or attempt to conduct any business of a similar nature to the Letting Agent's authorisation or the Service Contractor's appointment from within the Scheme Land; and
- (v) the Body Corporate must not make any part of the Common Property available to any other person or corporation for the purpose competing against the businesses carried on under the Letting Agent's authorisation and the Service Contractor's appointment.
- (d) The Body Corporate will continue to be responsible to carry out its duties pursuant to the BCCM Act in respect of any Common Property for which special privileges have been granted pursuant to this By-law.

42. Exclusive Use - Parking

- (a) Each Owner identified in Schedule E shall be entitled to the exclusive use and enjoyment of the respective car spaces as identified in Schedule E of this CMS or as allocated by the Original Owner and notified in writing by the Original Owner or its agent to the Committee within twelve (12) months after the date of the establishment of the Scheme. An Occupier having exclusive use and enjoyment of a car space shall:-
 - (i) at their Cost keep the same in a clean and tidy condition;
 - (ii) at their Cost, keep the same maintained;
 - (iii) use the same only for the purpose of car parking;
 - (iv) not use the same so as to create a nuisance or disturbance to other Occupiers in the Scheme;
 - (v) as far as lawful, perform the duties of the Body Corporate in respect to the exclusive use car space; and
 - (vi) not permit any trailer, caravan or boat or any other item not being a Vehicle in an exclusive use car space.
- (b) Owners may, at any time by agreement, swap the exclusive use of a carpark space with another Owner in the Scheme. If the exclusive use of the carpark space is swapped, then the relevant Owners shall notify the Body Corporate of the swap, in which case the Body Corporate will, at the Cost of the Owners, cause a new Community Management Statement to be recorded which records the swap of the carpark space.
- (c) Following receipt of notification from the Original Owner of an allocation of a parking space in accordance with sub-clause (a), the Body Corporate will, at the Cost of the Original Owner, cause a new Community Management Statement to be recorded which records the allocation of the carpark space.
- (d) Any Owner may at any time agree in writing to the revocation of an allocation under this By-law for the purposes of Section 171 (3) (b) (i) of the BCCM Act. On any valid revocation, the Body Corporate must, unless otherwise agreed, at the Cost of the party consenting to the revocation, register a new Community Management Statement recording the revocation.

43. Landscaping Code

The Body Corporate shall have the lawful authority from time to time to devise, adopt and regulate the operation of a landscaping code for the Scheme.

44. Bulk Supply of Utilities

The Body Corporate may at its election supply or engage another person or service contractor (the "Utilities Contractor") to supply Utility Services to the Scheme and in such case the following will apply:-

- (a) the Body Corporate has the power to engage a Utilities Contractor for the purchase of Utility Services, on the most economical basis, for the Scheme;
- (b) the Body Corporate has the power to sell a Utility Service to each Occupier in the Scheme provided, however, the Body Corporate's charge must not exceed the lowest available tariff to the relevant Occupier for supply of the Utility Service;
- (c) the engagement may provide that the Utilities Contractor may provide Utility Services direct to Occupiers and invoice Occupiers direct for the Utility Services consumed by that Occupier;
- (d) in the event of an engagement by the Body Corporate in accordance with this By-law, each Occupier must purchase and use all Utility Services consumed in the Lot direct from the Body Corporate or the Utilities Contractor as the case may be and must not purchase Utility Services from any other source;
- (e) the Body Corporate is not required to supply to any Occupier Utility Service requirements beyond those which the Utilities Contractor could supply at any particular time under the engagement;
- (f) the Body Corporate may charge for services (including for the installation of, and the Costs associated with, utility infrastructure for the services) but only to the extent necessary for reimbursing the Body Corporate for supplying the services;
- (g) if the Utilities Contractor does not render accounts direct to the Occupiers, the Body Corporate may render accounts to each Occupier and such accounts are payable to the Body Corporate within fourteen (14) days of the delivery of such accounts;
- (h) in respect of an account which has been rendered pursuant to these By-laws, an Occupier is liable, jointly and severally with any person who was liable to pay that account when that Occupier became the Occupier of that Lot;
- (i) in the event that a proper account for the supply of Utility Services is not paid by its due date for payment, then the Body Corporate is entitled to:-
 - (i) recover the amount of the unpaid account or accounts (whether or not a formal demand has been made) as a liquidated debt; and/or
 - (ii) disconnect the supply of the Utility Service or cause it to be disconnected to the relevant Lot;
- (j) the Body Corporate is not, under any circumstances whatsoever, responsible or liable for any failure of the supply of Utility Services due to breakdowns, repairs, maintenance, strikes, accidents or causes of any kind or description; and
- (k) the Body Corporate may, from time to time, determine a security deposit to be paid by each Occupier who is connected to the supply of a Utility Service as a guarantee against non-payment of accounts for the supply of a Utility Service.

45. Cable or Pay Television

The Body Corporate shall have the lawful authority from time to time to purchase, rent, lease or otherwise acquire title to and/or operate and have the use of and have installed, use, run and maintain cable or pay television systems for the Scheme on such terms and conditions as the Body Corporate may from time to time determine.

46. Development Package Conditions

The Local Government has issued a Development Package that requires as one of its conditions that the following requirements must form part of this CMS:-

- (a) the Body Corporate must maintain a suitable system of lighting, in a safe and good working order, to operate from dusk to dawn, within all areas where the public will be given access;
- (b) all balconies and terraces shown on the approved drawings and documents are to remain unenclosed;
- (c) the driveway, associated landscaping and vehicle turning areas as shown on the approved plan(s) of layout shall form part of the Common Property and shall not be designated for the exclusive use of any dwelling unit;
- (d) the Body Corporate must provide screening for any externally mounted air conditioning or mechanical plant installations in accordance with the following requirements:
 - (i) no unscreened installations on the proposed development are to be visible from the surrounding sites;
 - (ii) any installations which are not required to be located on roof, wall or garden areas are to be appropriately screened or shaped according to the acoustic requirements of the Development Package and so as to integrate in a complementary manner with the overall design of the roof, wall or garden area in which the installation is to be located;
- (e) the Body Corporate must maintain parking on the site for 68 cars, including 14 visitor spaces, and for the loading and unloading of vehicles within the site;
- (f) 24 hour access shall be provided for bona fide visitors to any visitor bays;
- (g) all sealed traffic areas must be cleaned as necessary to prevent emissions of particulate matter;
- (h) the Body Corporate must maintain the acoustic damping of any metal grills, metal plates or similar which are subject to vehicular traffic, so as to prevent environmental nuisance;
- (i) the Body Corporate must maintain parking and manoeuvring areas on site, and for the loading and unloading of the vehicle(s), in accordance with approved plans and conditions, terms of the easements, and the Transport, Access, Parking and Servicing Planning Scheme Policy of Brisbane City Plan 2000;
- (j) the Body Corporate must maintain an inspection and maintenance program for the on-site stormwater detention system. The frequency of inspection should not exceed three (3) months.

In this clause references to approved drawings, documents, approved plans are references to those documents contained in the Development Package. If any provision of this clause conflicts with any other provision of this CMS, then the provisions of this clause shall prevail.

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

Lots on Plan or CP	Statutory Easement	Service Location Diagram
Lots 101-108, 209-218, 319-330, 431-442 and 543-544 on ⁵⁵⁴ on SP 246250	Lateral or subjacent support under the <i>Land Title Act 1994</i> , s115N	
Lots 101-108, 209-218, 319-330, 431-442 and 543-544 on ⁵⁵⁴ on SP 246250	Utility services and utility infrastructure under the <i>Land Title Act 1994</i> , ss115O and 115P;	
Lots 101-108, 209-218, 319-330, 431-442 and 543-544 on ⁵⁵⁴ on SP 246250	Shelter under the <i>Land Title Act 1994</i> , s115Q	

Title Reference

Page 19 of 24

Common Property		Pursuant to Section 66(1)(d)(i) of the Act, attached and marked "A" is a Services Location Diagram identifying all service easements for the Lots and Common Property created on SP 246250
-----------------	--	--

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

Lot on Plan	By-law 42 Exclusive Use Area – Parking – Plan attached and marked "B"
Lot 101 on SP 246250	1
Lot 102 on SP 246250	2
Lot 103 on SP 246250	3
Lot 104 on SP 246250	4
Lot 105 on SP 246250	5
Lot 106 on SP 246250	6
Lot 107 on SP 246250	7
Lot 108 on SP 246250	8
Lot 209 on SP 246250	9
Lot 210 on SP 246250	10
Lot 211 on SP 246250	11
Lot 212 on SP 246250	12
Lot 213 on SP 246250	13
Lot 214 on SP 246250	14
Lot 215 on SP 246250	15
Lot 216 on SP 246250	16
Lot 217 on SP 246250	17

Title Reference

Page 20 of 24

Lot on Plan	By-law 42 Exclusive Use Area – Parking – Plan attached and marked “B”
Lot 218 on SP 246250	18
Lot 319 on SP 246250	19
Lot 320 on SP 246250	20
Lot 321 on SP 246250	21
Lot 322 on SP 246250	22
Lot 323 on SP 246250	23
Lot 324 on SP 246250	24
Lot 325 on SP 246250	25
Lot 326 on SP 246250	26
Lot 327 on SP 246250	27
Lot 328 on SP 246250	28
Lot 329 on SP 246250	29
Lot 330 on SP 246250	30
Lot 431 on SP 246250	31
Lot 432 on SP 246250	32
Lot 433 on SP 246250	33
Lot 434 on SP 246250	34
Lot 435 on SP 246250	35
Lot 436 on SP 246250	36
Lot 437 on SP 246250	37
Lot 438 on SP 246250	38
Lot 439 on SP 246250	39
Lot 440 on SP 246250	40
Lot 441 on SP 246250	41
Lot 442 on SP 246250	42

Title Reference

Page 21 of 24

Lot on Plan	By-law 42 Exclusive Use Area – Parking – Plan attached and marked “B”
Lot 543 on SP 246250	43
Lot 544 on SP 246250	44
Lot 545 on SP 246250	45
Lot 546 on SP 246250	46
Lot 547 on SP 246250	47
Lot 548 on SP 246250	48
Lot 549 on SP 246250	49
Lot 550 on SP 246250	50
Lot 551 on SP 246250	51
Lot 552 on SP 246250	52
Lot 553 on SP 246250	53
Lot 554 on SP 246250	54

Title References

SERVICES LOCATION DIAGRAM 'A'

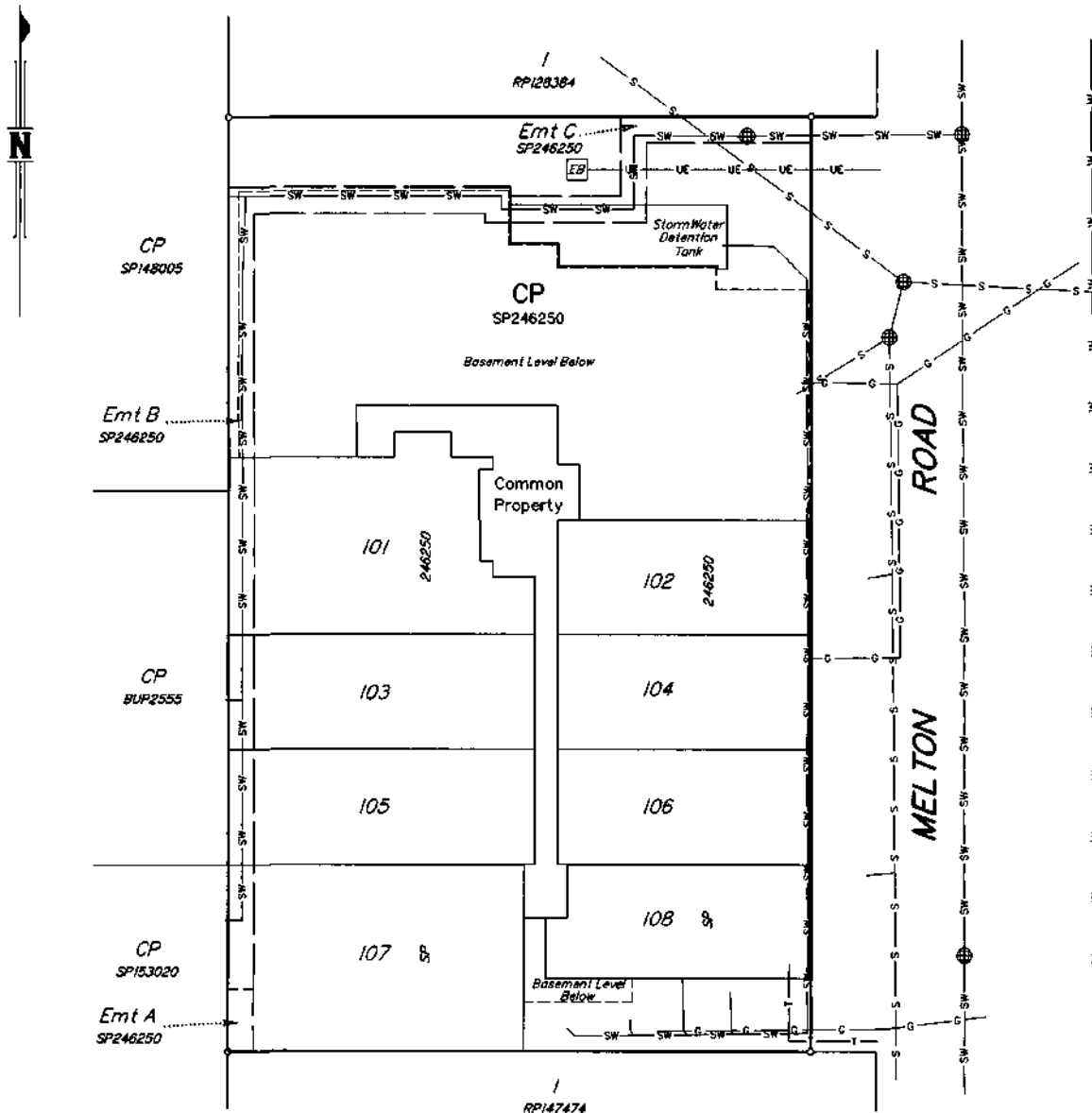
For Lots 101-108, 209-218,
319-330, 431-442, 543-554
& Common Property
on SP246250

Parish of Toombul
County of Stanley

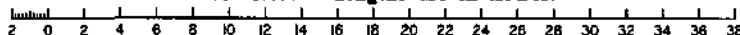
—T—T—T— Telstra
—UE—UE— Underground Electricity
—S—S— Sewer
—SW—SW— Stormwater
—W—W— Water
—G—G— Gas

NOTES:

1. Plan Drawn to scale on A3 sheet.
2. Plan prepared from information supplied by builder.
3. Community Title Scheme Name: Park Vue Nundah
4. Community Title Scheme Number:



Scale 1:250 - Lengths are in Metres.



dtS urban planning, surveying
& development
Brisbane
PO Box 961 Paddington QLD 4004
Ph 07 3118 0800
brisbane@dtsgroup.com.au

Mackay
PO Box 11711, Mackay Queensland QLD 4740
Ph 1300 278 783
mackay@dtsgroup.com.au



For registration plan MUST be to scale.
(DO NOT REDUCE OR ENLARGE)

Scale 1:250

Date: 08/09/2014
Surveyor: MJS
Drawn: ANV
Job No: A10311/BNE/130520
Acad: A10311/Std.dwg
A3-4259

SHEET

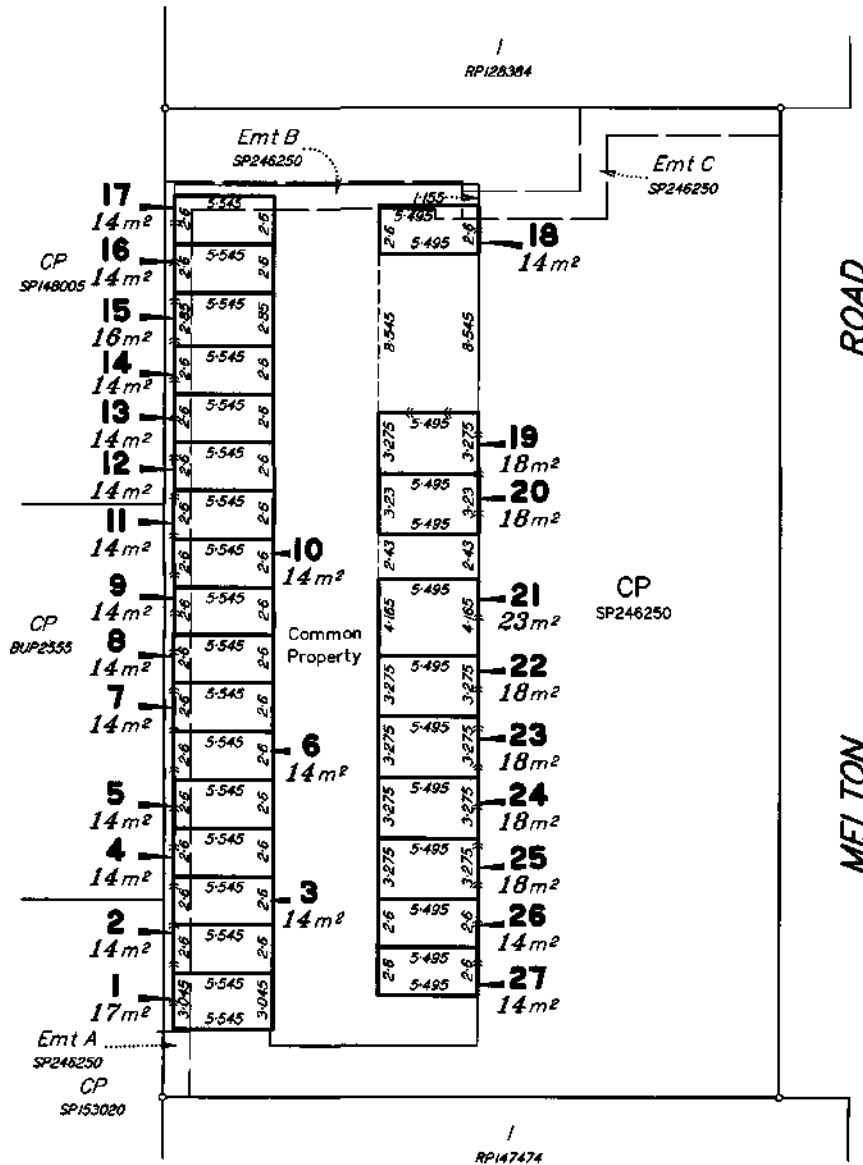
Title References

PLAN FOR EXCLUSIVE USE PURPOSES
SKETCH 'A'

Exclusive Use Areas 1-27
Covering Part of Common Property
on level "A" of SP246250

NOTES:

1. Plan Drawn to scale on A3 sheet.
2. Title Reference:
3. Community Title Scheme Name: Park Vue Nundah
4. Community Title Scheme Number:
5. Centreline of Walls where shown:

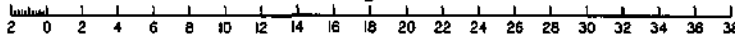


DTS GROUP QLD PTY LTD ACN 010 000 843
Cadastral Surveyor, certify that the details on
this sketch plan are correct.



Director
Director
15-10-14
Date

Scale 1:250 - Lengths are in Metres.



Brisbane
PO Box 361 Paddington QLD 4006
Ph 07 3116 0000
brisbane@dtsqld.com.au

Mackay
PO Box 11711, Mackay Queensland QLD 4740
Ph 1300 276 780
mackay@dtsqld.com.au



For registration plan MUST be to scale.
(DO NOT REDUCE OR ENLARGE)

Scale 1:250

Date: 05/09/2014
Surveyor: MJS
Drawn: AnV
Job No: A10311/BNE130520
Acad: A10311EUL.dwg
A3-4039/A

SHEET

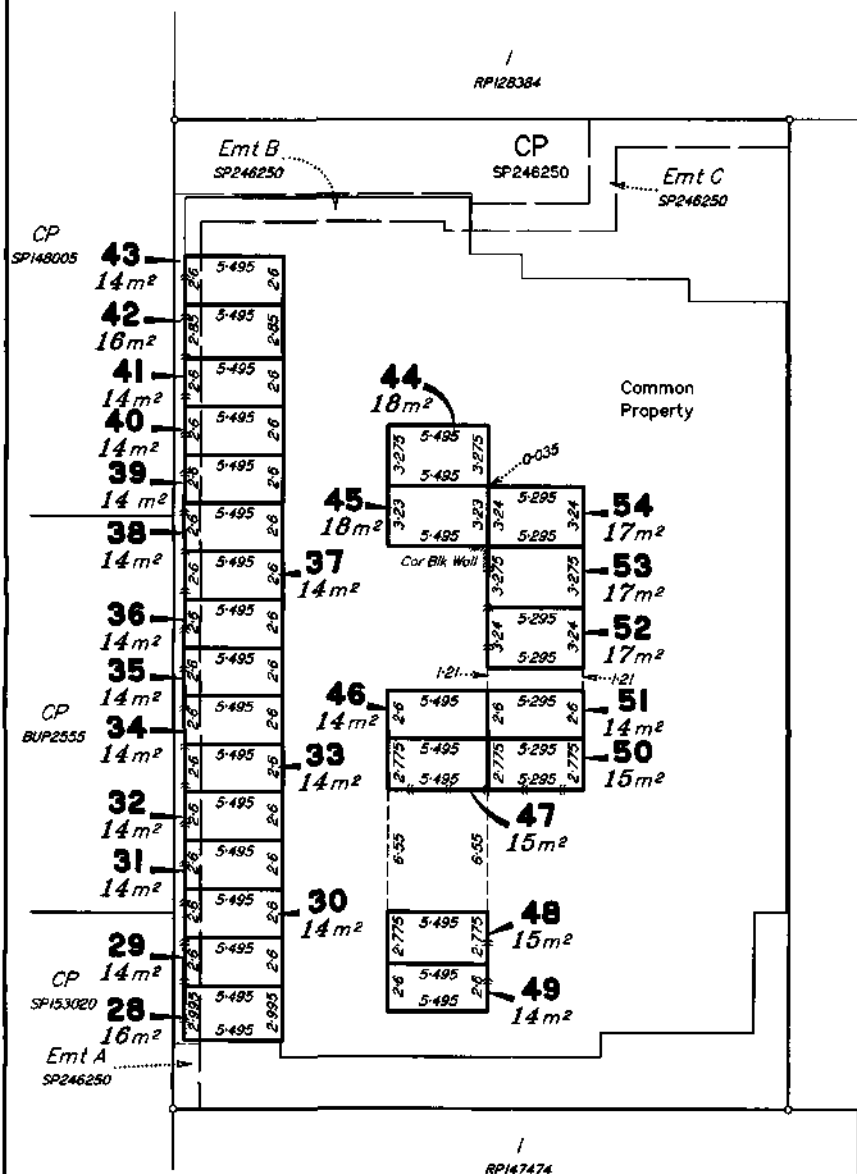
Title References

PLAN FOR EXCLUSIVE USE PURPOSES
SKETCH 'B'

Exclusive Use Areas 28-67
Covering Part of Common Property
on level "B" of SP246250

NOTES:

1. Plan Drawn to scale on A3 sheet.
2. Title Reference:
3. Community Title Scheme Name: Park Vue Nundah
4. Community Title Scheme Number:
5. Centreline of Walls where shown.



ROAD

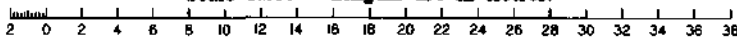
MELTON

QTS GROUP QLD PTY LTD ACN 010 000 843
Cadastral Surveyor, certify that the details on
this sketch plan are correct.



[Signature]
Director
[Signature]
Director
15-10-14
Date

Scale 1:250 - Lengths are in Metres.



Brisbane
PO Box 361 Paddington QLD 4064
Ph: 07 3118 0600
brisbane@dtsgroup.com.au

Mackay
PO Box 11711, Mackay Queensland QLD 4740
Ph: 1300 276 783
mackay@dtsgroup.com.au



For registration plan MUST be to scale.
(DO NOT REDUCE OR ENLARGE)

Scale 1:250

Date: 05/09/2014
Surveyor: MJS
Drawn: AnV
Job No: A10311/BNE130520
Acad: A10311/EU1.dwg
A3-4039/B

SHEET

QUEENSLAND TITLES REGISTRY
Land Title Act 1994, Land Act 1994 and Water Act 2000

SCHEDULE

FORM 20 Version 2
Page 25 of 25

Title Reference to issue

Statement about alteration or minor correction to Land Registry Form

Form being altered or corrected: First Community Management Statement

Name of authorised person or solicitor: Yi-Chien Lin

Name of authorised person's firm or employer (legal practice, commercial lender or settlement agency): Rostron
Carlyle Solicitors

Item/s being altered or corrected: Schedule D

Details of alteration or minor correction: All references to "544" is deleted and replaced with "554".

Party represented (where signed by solicitor): Original Owner

.....
Authorised person's or Solicitor's Signature

Yi-Chien Lin
Solicitor

Name of authorised person or solicitor:

Name of authorised person's firm or employer (legal practice, commercial lender or settlement agency):

Item/s being altered or corrected:

Details of alteration or minor correction:

Party represented (where signed by solicitor):

.....
Authorised person's or Solicitor's Signature

Job ID 50809775
126986 Sheahan



[Review responses online](#) ↗



Received 8 of 8 responses
All responses received

122 Melton Road, Nundah QLD 4012

Job dates
03/08/2025 → 15/08/2025

These plans expire on
29 Aug 2025

Lodged by
Kate Wolyncevic

Authority	Status	Page
✉ BYDA Confirmation		2
🏠 APA Group Gas Networks (70710)	Received	4
🏠 Brisbane City Council	Received	56
🏠 Energex QLD	Received	59
🏠 National Fire Ant Eradication Program	Received	99
🏠 NBN Co Qld	Received	102
🏠 Optus and or Ucomm Qld	Received	113
🏠 Queensland Urban Utilities	Received	127
🏠 Telstra QLD South East	Received	132

Job No 50809775



byda.com.au

Contact Details

Contact	Contact number	Company	Enquirer ID
Kate Wolyncevic	0423 285 837	Conveyancing Connection	3724370
Email		Address	
admin@conveyconnect.com		82 Eagle Street Brisbane City QLD 4000	

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
01/08/2025	03/08/2025	15/08/2025	Private	Design	Private	Conveyancing



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
126986 Sheahan	122 Melton Road Nundah QLD 4012	-

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
258897092	APA Group Gas Networks (70710)	1800 085 628	NOTIFIED
258897087	Brisbane City Council	(07) 3403 8888	NOTIFIED
258897088	Energex QLD	13 12 53	NOTIFIED
258897091	National Fire Ant Eradication Program	-	NOTIFIED
258897085	NBN Co Qld	1800 687 626	NOTIFIED
258897086	Optus and or Uecomm Qld	1800 505 777	NOTIFIED
258897090	Queensland Urban Utilities	13 26 57	NOTIFIED
258897089	Telstra QLD South East	1800 653 935	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

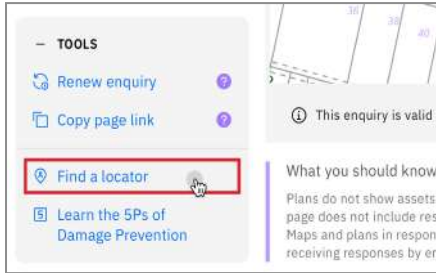
Protecting and supporting the exposed infrastructure is the responsibility of the excavator. Always erect safety barriers in areas of risk and enforce exclusion zones.



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



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

GET QUOTE

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

Book a FREE BYDA Session



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

BOOK NOW

Job ID 50809775

APA Group Gas Networks (70710)

Referral

258897092

Member Phone

1800 085 628

Responses from this member

Response received Fri 1 Aug 2025 4.21pm

File name	Page
Response Body	5
258897092.pdf	6
400-STD-AM-0001_2 Guidelines for Works Near Existing Gas Assets.pdf	15

PLEASE NOTE: This is an automated response. Please **DO NOT REPLY to this email**. If you require further information in relation to this Before You Dig response, please contact
BYDA_APA@apa.com.au

Enquiry Details:

Impact	affected
Sequence Number	258897092
Enquirer Id	3724370
Activity	Conveyancing
Job Number	50809775
User Reference	126986 Sheahan
Message	

Site Details:

Address	122 Melton Road Nundah QLD 4012
---------	---------------------------------------

Enquirers Details:

Contact	Kate Wolyncevic
Company	Conveyancing Connection
Email	info@conveyconnect.com
Phone	+61423285837
Address	82 Eagle Street Brisbane City QLD 4000

APA Group



Before You Dig Australia

Classification: Networks

Enquiry date	01/08/2025
Sequence number	258897092
Work site address	122 Melton Road Nundah QLD 4012



**For your immediate information****THERE IS A GAS PIPELINE OR INFRASTRUCTURE ASSETS
(GAS ASSETS)****located in close vicinity to your works.**

Enquiry Date: 01/08/2025
Enquirer: Kate Wolyncevic
Sequence Number: 258897092
Work Site Address: 122 Melton Road
Nundah
QLD 4012

Thank you for your Before You Dig enquiry regarding the location of gas assets.

We confirm there are Gas Assets located in close vicinity of the above location.

Caution: Damage to gas assets may result in explosion, fire and personal injury.

Please ensure you read all the relevant information contained in this response to your BYDA enquiry including reviewing the **APA Guidelines for Works Near Existing Gas Assets** and clearly understand and comply with all requirements relating to your scope of work.

If you have any queries relating to this information, or you are unable to comply with requirements of the APA Guidelines for Works Near Existing Gas Assets contact the APA Before You Dig Officer

- Phone 1800 085 628
- Email BYDA_APA@apa.com.au

for clarification before proceeding with any work.

Before You Dig Checklist



1. Plan

- Review maps provided with this BYDA response and confirm the location of your work site is correct.
 - Review the **APA Guidelines for Works Near Existing Gas Assets** and clearly understand requirements relating to my scope of work.
-



2. Prepare

- Electronically locate gas assets and mark locations.
 - Note: Look for visible evidence of gas assets at the worksite which may not be shown on plans.
-



3. Pothole

- Physically confirm ('prove') the location of gas assets by potholing by hand excavation or non- destructive vacuum excavation methods in accordance with **APA Guidelines for Works Near Existing Gas Assets**.
 - Road authorities, councils, utilities and their authorised contractors and agents are responsible to pothole or use other suitable methods to verify the location and depth of all gas assets, including gas (inlet) services, prior to commencing any works.
-



4. Protect

- Protect gas assets by maintaining clearances whilst excavating and following conditions provided by APA.
 - Where required by APA, only conducting work in proximity to gas assets while Site Watch is on site.
 - Where applicable, APA Authority To Work permit conditions are clearly understood and complied with.
 - Strap and support exposed mains and inlet services. Cover exposed mains to prevent damage until the excavation can be permanently restored.
-



5. Proceed

- Only proceed with your work once you have completed all the planning, preparation, potholing and protection requirements.
 - APA BYDA response (including maps) are on site for reference at all times, and less than 30 days old.
-

Contacts

Contacts APA Group	
Enquiry	Contact Numbers
General enquiries or feedback regarding this information or gas assets.	APA – Before You Dig Officer Phone: 1800 085 628 Email: BYDA_APA@apa.com.au
Gas Emergencies	Phone: 1800 GAS LEAK (1800 427 532)

Site Watch

Site Watch is where an APA field officer attends your work site to monitor and ensure controls are in place to protect critical gas assets from damage during work.

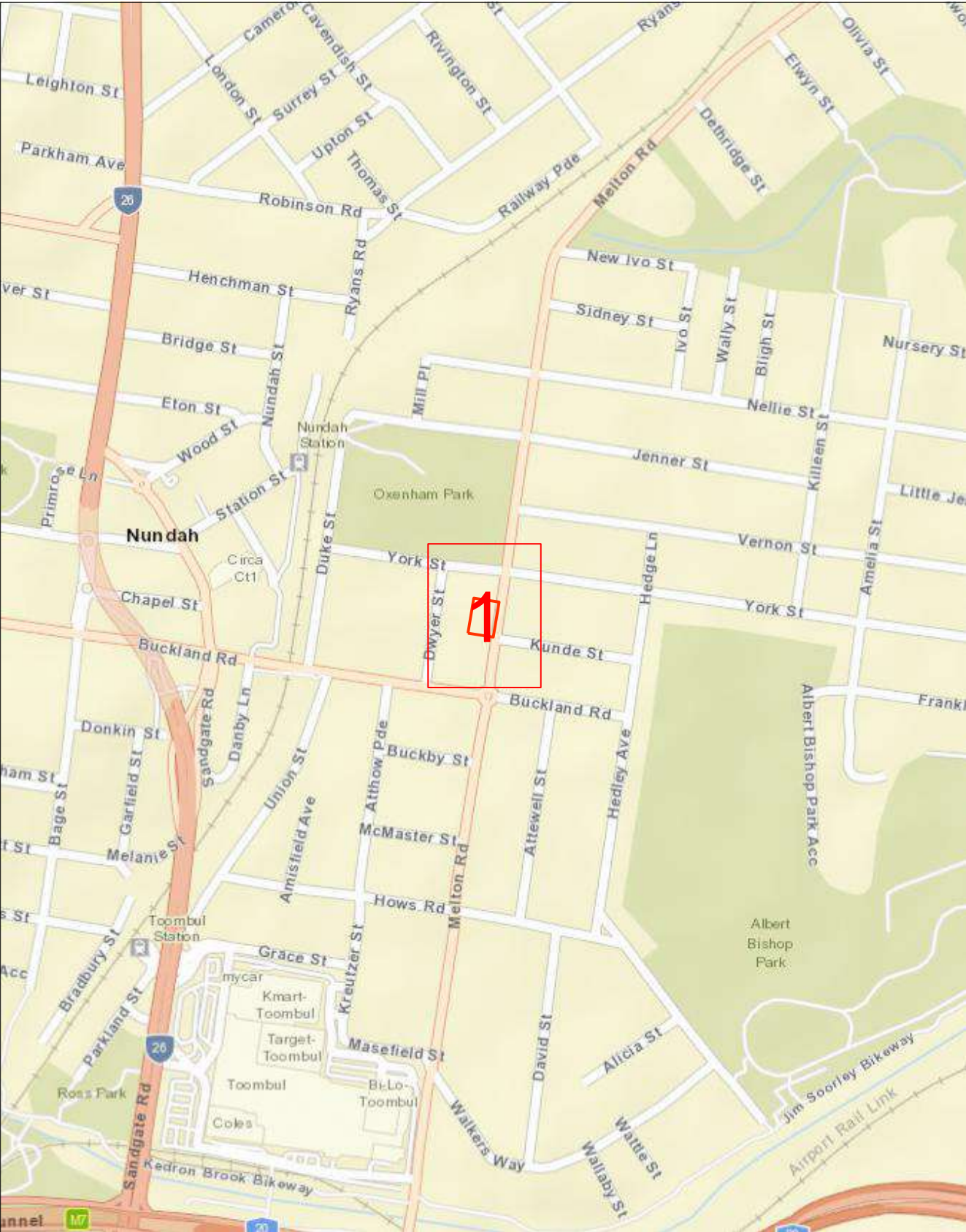
The following rates apply for this service (1 hour minimum charge):

Item	Rate (excl. gst)
Site Watch – Business Hours	\$143.42 per hour
Site Watch – After Hours	\$175.06 per hour
Cancellation Fee	\$286.84
<i>Fee applies where cancelations received after 12pm (midday), 1 business day prior to the booking.</i>	

Contact APA – Before You Dig officer for state specific hours of business.

Site 122 Melton Road
Address: Nundah
QLD 4012

Sequence 258897092
Number:



Scale 1: 6000

Map Sources: Esri, Garmin, HERE, FAO, NOAA, USGS,
© OpenStreetMap contributors, and the GIS User Community



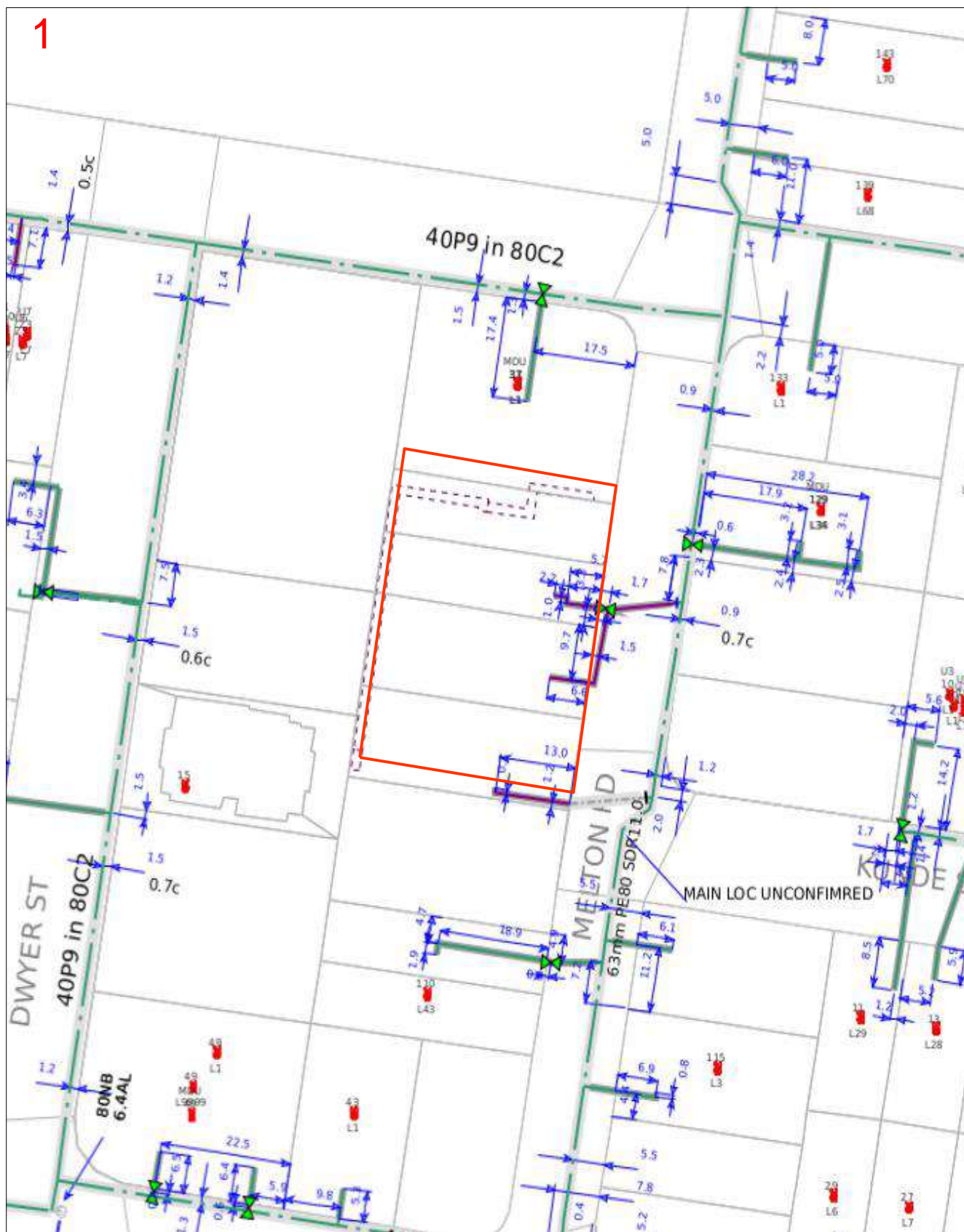
Enquiry Area

Map Key Area



Site 122 Melton Road
Address: Nundah
 QLD 4012

Sequence 258897092
Number:



Scale 1: 700

Map Sources: Esri, Garmin, HERE, FAO, NOAA, USGS,
 © OpenStreetMap contributors, and the GIS User Community



Enquiry Area

Map Key Area



Legend

Pipe	Pipe code and material	Object
Low pressure	C* (for example, C2) Cast iron	Valve
Medium pressure	CU Copper	Buried valve
High pressure	N2 Nylon	Regulator
Transmission pressure	P* Polyethylene (PE)	Gas supplied = yes
Critical main (behind pipe)	P3 Polyvinyl chloride (PVC)	CP rectifier terminal
Proposed (pressure by colour)	P6, P7, P9–P12 Medium density PE	CP test station
LPG (pressure by colour)	P2, P4, P8 High density PE	CP anode
Hydrogen blended (pressure by colour)	S* Steel	CP bond wire
Abandoned	W2 Wrought galv iron	Syphon
Idle/inactive	W3 PE coat wrought galv iron	Trace wire point
Sleeve		
Casing (behind pipe)		
Area	Abbreviation	
BYDA area of interest	BoK Back of kerb	FoK Front of kerb
	C Depth of cover	Galv Galvanized
	CP Cathodic protection	NTI Not tied in
Example		
Pipe 40P6 in 80C2 40 mm high pressure medium density poly in an 80 mm cast iron casing 63S8 63 mm medium pressure steel	Pipe code Pipe diameter in millimetres is shown before pipe code. 40P6 = 40 mm nominal diameter	This map was created in colour and should be printed in colour

Important information

- Refer to requirements relating to construction, excavation and other work activities in the **APA Guidelines for Works Near Existing Gas Assets** document with this BYDA response.
- BYDA enquiries are valid for 30 days. If your works commence after 30 days from the date of this response a new enquiry is required to validate location information.
- For some BYDA enquiries, you may receive two (2) responses from APA. Please read both responses carefully as they relate to different assets.
- Gas (inlet) services connecting Gas Assets in the street to the gas meter on the property are not marked on the map. South Australia Only – if a meter box is installed on the property, a sketch of the gas service location may be found inside the gas meter box. APA does not guarantee the accuracy or completeness of these sketches.

Free Gas Pipeline Awareness Training and Information

PROFESSIONALS

APA offers online and in-person toolbox forums to support safe work near underground gas assets. Topics include distribution and transmission pipelines, the permit process, and gas emergencies, with content suited for companies of all sizes. A Continuing Professional Development certificate is available upon completion.

Scan the QR code to register for an online toolbox, or email damageprevention@apa.com.au to request an in-person presentation.

HOMEOWNERS

If you're working near your home's gas pipes stay safe and view APA's video guide '**Working Safely Near Gas Lines: A DIY Homeowner's Guide**' which offers simple tips to avoid damaging gas pipes.

Scan the QR code to view the video, or for more information email damageprevention@apa.com.au



Disclaimer and legal details

- This information is valid for 30 days from the date of this response.
- This information has been generated by an automated system based on the area highlighted in your BYDA request and has not been independently verified.
- Map location information is provided as AS5488-2022 Quality Level D, as such supplied location information is indicative only.
- Whilst APA has taken reasonable steps to ensure that the information supplied is accurate, the information is provided strictly on the condition that no assurance, representation, warranty or guarantee (express or implied) is given by APA in relation to the information (including without limitation quality, accuracy, reliability, completeness, currency, sustainability, or suitability for any particular purpose) except that the information has been disclosed in good faith.
- Any party who undertakes activities in the vicinity of APA operated assets has a legal duty of care that must be observed. This legal obligation requires all parties to adhere to a standard of reasonable care while performing any acts that could foreseeably harm these assets.





Guidelines for Works Near Existing Gas Assets

400-STD-AM-0001

Revision 2

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APPROVAL DATE:	18/08/2023

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DOCUMENT CONTROL & APPROVAL INFORMATION

Summary of Changes

Below is a brief summary of the changes made to the document since the previous issued version.

Revision	Description	Date	Author
0.0	Issue for Use	29.06.2018	Matthew Read
1.0	Issued for Use – document periodic update / major overhaul	01.03.2022	Kahil Parsons
2.0	Removal of incorrect table 2 references to 1. proximity of HV cables 2. Updating separation distances to AS2885.3 BYDA reference update Table 4 Note	16.08.2023	Dale Russell

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The purpose of this document is to provide guidelines for third parties planning to install new infrastructure or conduct works near existing APA Networks (**APA**) operated assets.

It is intended that this document will be provided to third parties proposing works around existing gas assets for their use during the design and planning phase following initial planning BYDA enquiries. This document does not provide authorisation to undertake the works but provides APA requirements to ensure that any review and acceptance of proposed works is completed as quickly as possible.

1 INTRODUCTION

1.1 Scope of this Document

This document addresses APA's requirements for considering how a third party's proposed works and APA managed works may impact APA Networks operated assets under the following parts:

Part 1 – APA Notification and Authorisation Requirements

Part 2 – Design and Asset Protection Requirements

Part 3 – Construction and Land Use Requirements

Part 4 – Alteration of Existing Gas Assets

APA Networks acts as the asset operator on behalf of entities Australian Gas Networks (**AGN**), Allgas, APA, Origin and Queensland Nitrates (**QNP**) and operates in New South Wales, Northern Territory, Queensland, South Australia and Victoria. The criteria provided in this document only applies to the assets managed by APA Networks on behalf of these companies.

APA also owns and operates natural gas transmission infrastructure on all mainland states and territories of Australia. These assets are operated by a separate APA entity and are out of scope for this document.

A glossary of all terms and abbreviations used in this document is contained in **Section 7**.

A list of all relevant external standards and APA reference documents is contained in **Section 8**.

1.2 Asset Types

APA Networks' operated gas assets include buried pipe, above and below ground stations (e.g. pressure regulation, valves, meters), electrical cables, cathodic protection systems (e.g. test points, anode beds), pits and electrical cabinets. Depending on the gas type and the operating pressure, gas assets are classified as natural gas transmission, natural gas distribution and Liquefied Petroleum Gas (**LPG**) distribution as shown in **Figure 1**.

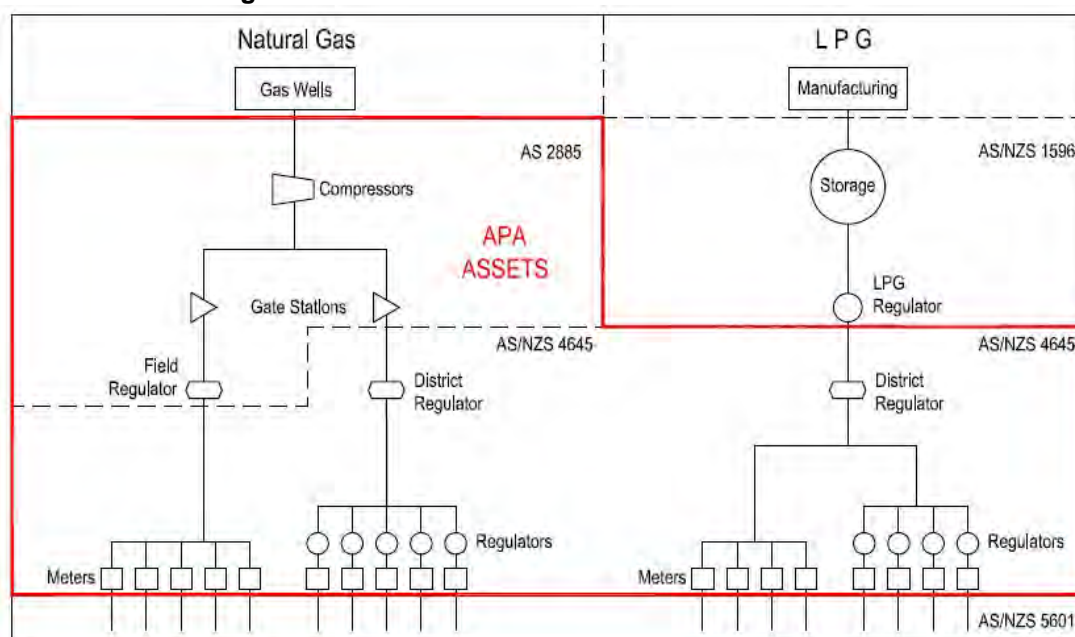


Figure 1 Asset Types and Standards Operated by APA Networks

1.2.1 Natural Gas Transmission

Natural gas transmission pressure assets operate at pressures above 1,050 kPag, and are generally used for transporting large quantities of gas across country. Design, construction and operation of these assets is governed by the AS 2885 suite of Australian Standards (**AS**).

Due to the higher pressure and energy density, there are severe safety, supply and environmental consequences which can result from third party interference. Hence, more stringent requirements and controls are applied to third party works in the vicinity of these assets.



Buried transmission pipelines are constructed from coated steel pipe where the appearance can vary depending on the year of construction, but will generally appear as yellow, black or grey when physically exposed.

1.2.2 Natural Gas Distribution

Natural gas distribution pressure assets operate at pressures below or equal to 1,050 kPag from offtakes of transmission pressure assets, and are generally used to supply consumers such as businesses and homes. Design, construction and operation of these assets is governed by the AS/NZS 4645 suite of Australian Standards.

Due to the lower energy density compared to transmission assets, less stringent requirements and controls are applied to distribution assets. Some distribution assets are deemed critical by APA Networks due to the safety and supply implications that may arise due to a third party strike. These critical distribution assets will be defined on BYDA responses, and some of the controls which are applied to transmission pressure assets (e.g. permit and site watch) will be required.

Buried distribution pressure pipes may be constructed from the following materials and physical appearances when exposed:

- Cast Iron (black);
- Polyethylene (PE) (yellow or black with yellow stripes);
- Steel coated or uncoated (generally yellow, black or grey); and
- Other plastic such as Polyvinyl Chloride (PVC) or nylon (yellow).

Some legacy materials such as cast iron and nylon may require additional protection during construction works due to the unpredictable nature of the materials.

1.2.3 LPG Distribution

LPG distribution pressure assets operate at pressures below 140 kPag from storage compounds and are generally used to supply consumers such as businesses and homes in parts of Queensland, South Australia and Northern Territory. Design, construction and operation of these assets is governed by the AS/NZS 4645 suite of Australian Standards.

Additional safety considerations are required in addition to the requirements for natural gas, as LPG is heavier than air and will pool at the leak point and can accumulate in a trench or excavation.

The same materials used for buried distribution pressure pipes (**Section 1.2.2**) may be used on LPG distribution networks.

1.3 Damage and Emergencies

If you smell gas or damage has occurred, or is suspected, on any gas asset call APA emergency number **1800 GAS LEAK (1800 427 532) or 1800 808 526 for LPG assets.**

Any unreported damage has the potential to escalate and endanger public safety.

Where damage has resulted in a release of gas, you are advised to take the following immediate action:

- Clear the area of all people. Do not under any circumstance re-enter the damage area;
- Where safe to do so, shut off or remove all ignition sources and devices in the area e.g. naked flames, vehicle engines, power tools, mobile phones;
- Do not attempt to stop the flow or repair the damage;
- Allow the gas to vent to air; and
- Once clear of the area, contact the emergency number **1800 427 532 or 1800 808 526 for LPG assets.**

The conditions in this document or as provided by APA Networks are intended to protect the gas assets as well as keep safe any construction crews or general public in the vicinity. Depending on the circumstances, some variation to the conditions in this document may be required or may be provided by an approved APA Networks site watch representative. It is legislated in all jurisdictions that the direction provided by APA is followed.



1.4 General Duty of Care and Responsibility to Obtain Information

Anybody working near a gas asset, or responsible for such work, has a duty of care to exercise caution, to maintain a safe working environment and to meet requirements of all relevant laws and Occupational Health and Safety legislation.

For general enquiries about results from BYDA please contact:

- DBYDNetworksAPA@apa.com.au for Northern Territory, South Australia, Southern New South Wales and Victoria, and;
- PermitsQLD@apa.com.au for Queensland and Northern NSW (incl. Tamworth).

The third party shall make contact with APA through the BYDA process if any clarification is required to determine the approval processes for any proposed land use changes (within the Measurement Length), design works and construction activities within 3 m of a gas asset or within a pipeline easement.

Any works proposed by the third party will only be authorised if APA is satisfied that the works will not affect the integrity of the APA Networks operated assets.

Any person undertaking work near an APA Networks operated asset, or responsible for such work, must ensure that they familiarise themselves with APA requirements.

Working around any gas asset, especially transmission pressure pipelines, without appropriate planning and controls as specified by APA Networks can be extremely dangerous. Damage to a gas asset could result in:

- Possible explosion and fire with the risk of loss of equipment, property, personal injury, and death;
- Loss of gas supply to thousands of customers;
- Substantial repair and gas restoration liability costs to the authority or principal responsible; and,
- Prosecution under the relevant laws governing pipeline and gas safety.

Prior to the commencement of any works within the Protected Zone of transmission pressure or critical gas assets, the Contractor performing the work must receive an Authority to Work Permit (ATWP).

Any works within the Protected Zone of critical assets must comply with any conditions attached to an ATWP and depending upon the nature of the asset and works supported by an approved construction methodology.

Written authorisation in the form of the ATWP must be kept on site at all times, and the holder of the authorisation must comply with all the conditions of the ATWP. The performance of any works near critical APA Networks operated assets without a valid ATWP and full compliance with its conditions will constitute a safety incident and may also result in an infringement notice and associated penalties issued by the regulator of the APA Networks asset.

1.4.1 Additional Transmission Pressure Pipeline Requirements

Where the works proposed by the third party may result in a change in land use within the Measurement Length for a transmission pressure pipeline (as defined in AS/NZS 2885.6 for Pipelines – Gas and Liquid Petroleum), such works may also be subject to formal approval requirements through APA Networks and applicable local and state government planning processes. This may also require a Safety Management Study (**SMS**) Report to be completed and approved by APA Networks. The SMS Report is generated from an SMS workshop involving an SMS facilitator, the third party and APA Networks. APA Networks is the owner of the SMS Report and any resulting recommendations/ actions must be implemented to the satisfaction of APA prior to the commencement of any physical works.

Certain categories of development/ land use change are not appropriate to be located within the Measurement Length of transmission pressure pipelines. In certain circumstances, the otherwise unacceptable risks associated with such developments may be alleviated with the aid of installing protective slabbing over the asset or undertaking other protection and mitigation measures.



2 PROTECTION PROCESS

APA is committed to working cooperatively with third parties to ensure that existing gas assets will be appropriately protected from any proposed works.

The process to be followed for any proposed works is outlined in **Table 1**. This table cross references the relevant section of this document which provides any specific requirements for each gas asset classification. The steps in this table are to be followed in conjunction with the process outlined by BYDA¹, a flow chart is also provided in **APPENDIX A**.

Table 1 Protection Process Summary

Section	Step	Purpose
3	Notification and Authorisation	<p>Identify and locate existing gas assets in the vicinity of any proposed works.</p> <p>Submit BYDA requests to obtain indicative plans of gas assets.</p> <p>Notify APA Networks and obtain approval to verify the exact position by physically proving the position of gas assets at the cost of the third party.</p>
4	Design and Protection Requirements	<p>Review APA Networks design and protection requirements for any proposed infrastructure near gas assets.</p> <p>If acceptable clearance is available in accordance with this section review impact of construction methodology on existing gas assets.</p> <p>If acceptable clearance is not available in accordance with this section and the proposed infrastructure cannot be modified, alteration or protection of the existing gas assets will be required at the cost of the third party.</p>
5	Construction and Land Use Requirements	<p>Review construction methodology for adverse impact to existing gas assets.</p> <p>Some additional protection measures may be required depending on the existing gas assets, the construction methodology and whether land use changes are required.</p> <p>If works meet the requirements of this document, submit work package to APA Networks for review and approval. If approval is given, then undertake works in accordance with APA Networks conditions/ permits. If approval is not given modify work package accordingly.</p> <p>If works do not meet the requirements of this document or APA Networks approval cannot be reached, alteration or protection of the existing gas assets will be required.</p>
6	Alteration	<p>Request alteration of existing gas infrastructure if there is insufficient clearance or construction methods will adversely impact existing gas assets.</p> <p>Alteration of existing gas assets are fully recoverable and may result in delays if not identified early.</p>

2.1 Assessment Information

Throughout the protection process, APA Networks assessment may be required to determine if the proposed works/ installation has sufficient separation or if work can be undertaken with a suitable construction methodology. If APA Networks assessment is required, the following information must be provided to enable an efficient and comprehensive review.

- Due dates or a work program;
- The location / address and extent of proposed works;

¹ BYDA process is available at <https://www.1100.com.au/safety-information/digging-safely/>

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- Scope / description of the work impacting APA assets;
- A work package containing detailed design or construction issue drawings with the location of APA assets and the extent of works marked and / or georeferenced. Sufficient details must be provided on the plans to verify locations against APA information, which is typically measured from property boundaries. Plan and cross sectional drawings are typically required, including any proving locations;
- The proposed construction methodology (if available); and
- For critical assets only, a completed permit request form. This form is automatically provided in response to a BYDA enquiry when it is required, with direction for this form included in the BYDA response (refer to **Section 5.2**).

If the information provided is incomplete, or irrelevant information is provided, it may result in a delay of the assessment process and provision of a response. Due to the varying nature of potential works, it is not possible to develop a comprehensive listing of information that will be required for each work type, but the above is provided as a general guideline for what will normally be required.



3 PART 1 - APA NOTIFICATION AND AUTHORISATION REQUIREMENTS

3.1 BYDA Request

The fastest method for obtaining APA Network gas asset locations is to lodge a BYDA request. A response can be expected from APA within two business days, and may include one of three responses as outlined in **APPENDIX A**, depending on the location of the works in relation to existing APA operated gas assets in the vicinity.

For some BYDA requests, APA Networks may provide different responses to different assets affected by the proposed works. In all instances it is the responsibility of the third party to review and follow the direction of all BYDA responses.

The information provided by APA Networks in response to a BYDA request, along with any other plans or subsequent information provided by APA, show only the indicative location of the asset at the time and are a guide only. In most instances it will be necessary to prove the location of all buried assets within the proposed work area.

The following items must be considered when using asset information provided by APA Networks:

- Gas service lines from buried distribution pressure supply mains to consumers may not be shown on plans. Service lines are usually laid at right angles from main to a meter position, except where road conduits are provided; and
- Plans become rapidly outdated and so should be used within 30 days and then destroyed. It is the responsibility of the third party to contact APA Networks to seek the updated or renewal of any information after this time.

APA shall not be liable or responsible for the accuracy of any information supplied.

3.2 Provings and Site Identification

Electronic location (e.g. ground penetrating radar, pipe locators) of gas assets is required to verify the onsite locations and any plans that have been provided.

Physical proving of existing gas assets is required at key locations to verify that the separation and protection criteria provided in this document have been achieved. The location and quantity of provings will depend on the scope of proposed work, but provings will at least be required at infrastructure crossing points or where changes to surface level condition are planned.

Additional verifications are required for works parallel and in close vicinity to existing gas assets. Physical provings at maximum 10 m intervals along straight sections of pipe, along with all bends, branch lines and customer service offtakes to verify asset locations.

Note: Live service offtakes which no longer supply consumers may protrude from the gas asset and are not traceable or identifiable from records.

Note: The maximum physical proving intervals for straight sections of pipe may be adjusted based upon the discretion of APA personnel for extenuating circumstances.

The following items must be considered when proving the location of an existing gas asset:

- Provings must be conducted safely and in accordance with the requirements of **Section 5.5.2**. If damage to a gas asset does occur it should be reported immediately to APA as described in **Section 1.3**.
- Permit and site watch by an APA Networks representative may be required for some proving activities in accordance with **Section 5.2**.

3.3 APA Notification and Authorisation Process

Prior to the third party undertaking any works/ activities or as part of the planning and design phase, the third party shall ensure a BYDA request is submitted. The automated response received from the BYDA system will be tailored based on the criticality of the assets.



For assets operated at distribution pressures and not considered critical mains, a Duty of Care Notice is provided with the BYDA response for the third party to consider. Site watch may be necessary under a duty of care notice where additional protection or other integrity concerns require it.

In the event that works are conducted within the Protected Zone of a transmission pipeline and/ or critical distribution main, these works will require a review approval received from APA prior to commencement of works. Works subject to this requirement are deemed to include, but not limited to, the following activities that fall under **Table 3**;

- Non Destructive Digging (**NDD**);
- Mechanical excavation including trenchless excavation i.e. drilling (boring, horizontal direction drilling (**HDD**), pipeline bursting and tunnelling) for installing infrastructure such as the following;
 - o Roadways, driveways, railways, pavements;
 - o Electrical equipment (cables, overhead transmission lines, telecommunication cable or power poles);
 - o Installation of culverts/ pipes (water, drainage, sewer or reticulation);
 - o Landscaping.

APA will not approve certain activities and structures in the transmission pipeline easement (if applicable), including the following;

- Permanent storage;
- Installation of billboard structures;
- Use and storage for explosives, flammables or corrosives;
- Blasting;
- Structures forming part of any house, house extensions, carports or entertainment areas;
- Dams and other manmade water features. Locations of dams off the pipeline easement/ protected zone must not create run off or drainage towards the pipeline easement;
- Chemically treated effluent coming in contact with the pipeline easement/ protected zone;
- Garbage, sand fill, refuse disposal;
- Airstrips.

The Third Party must submit an enquiry to APA at the earliest possible stage to allow sufficient time for assessment. Submissions should include the following information;

- Land description and map identifying location of the proposed works;
- Types of works to be carried out;
- Intended future use of the land (where relating to change in land use)
- Type and weight of machinery that will be used;
- Any plans or diagrams of the works;
- Timeframe for the works.

The sequence of obtaining APA approval is as follows;

- a) Submit enquiry for Initial Review – The Third Party submits the request prior to works commencing and APA Networks will complete an 'Initial Review'. The third party must not progress any works on site until they receive a response from APA Networks. The two possible outcomes of this stage are a 'No Impact' response or;
- b) Enquiry Escalated for Standard Assessment – The request will be forwarded to APA Networks Field or System Operations personnel for a more detailed appraisal, which may involve contacting the third party, site visits, locating of assets of site, and/or request for additional information. The third party must not progress any work on site until they receive a response from APA Networks. The two possible outcomes of this stage are a 'No Objection under standard conditions' response or;
- c) Enquiry Escalated for Engineering Assessment – The request has been forwarded to the Integrity Third Party Engagement team for additional appraisal and determination of specific conditions. The third party must not progress any works on site until they receive a response from APA Networks. The two possible outcomes of this stage are a 'No Objection under special conditions response' or;

- d) Enquiry Escalated for Alteration – The Integrity Third Party Engagement team triggers the alteration process for this enquiry. The third party will be contacted for additional information and must not progress any work on site until they receive a response from APA Networks.
- e) No Impact – The third party receives a ‘No Impact’ response and can proceed with the works under appropriate APA Networks requirements e.g. Duty of Care, Authority to Work Permit and/or Site Watch.
- f) No Objection Under Conditions – The third party will receive a No Objection under standard or special conditions response and can progress with the planning of the works under the conditions specified in the response and appropriate APA Networks requirements e.g. Duty of Care, Authority to Work Permit and/or Site Watch.

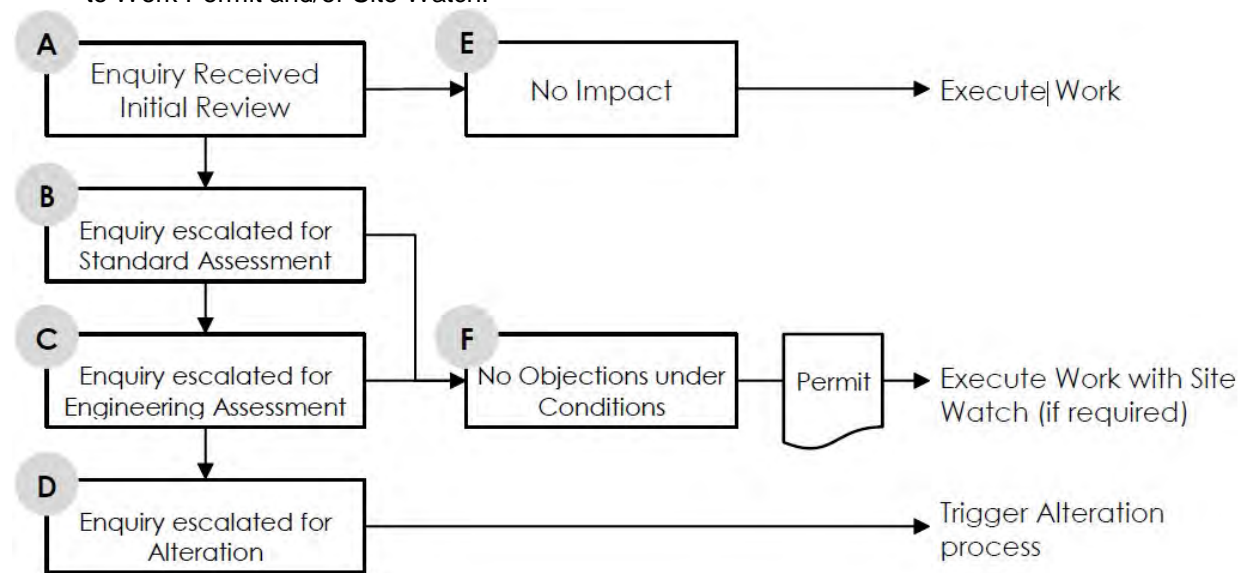


Figure 2 Stages for Third Party Works Authorisation Request

For works around APA Networks transmission pipelines or critical mains the documents take precedence in the following order;

- APA Authority to Work Permit (**ATWP**)
- APA accepted Third Party Construction Drawings
- APA accepted Third Party Construction Methodology
- APA Networks Guidelines for Works Near Existing Gas Assets (this document)
- APA accepted Third Party Safe Work Method Statement (**SWMS**) (if applicable)

3.4 Commercial Agreement and Service Delivery

APA will undertake a review of Third Party Works, as required. At APA's discretion cost recovery for these works may be required. Where APA Networks requires cost recovery a commercial service agreement in the form of a Works Agreement will be required.

Note: Any third party works requiring blasting, seismic and/or tunnelling work near APA Networks operated assets will not be considered “low risk” and cost recovery for detailed review maybe required.

3.5 Decommissioned Gas Assets

Decommissioned gas assets that remain in the ground are not always shown on BYDA plans.

Where unknown assets are identified or suspected on site but are not on APA plans, they must be treated as being live. In this instance, the third party must contact all utility owners and operators in the area of the BYDA and notify them of the findings.

Following review, if APA accepts that it is a decommissioned gas asset, the asset must be treated as per the requirements of this document. APA will take no further action where it is not considered to be a decommissioned gas asset.

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In some cases, decommissioned gas assets are required for future use by APA (sometimes noted as “Idle” on APA plans). These assets must be treated as live using the same criteria outlined in this document, and must not be removed or altered without APA’s express written approval.

Where APA confirms there is no future use of a decommissioned gas asset (sometimes noted as “Abandoned” on APA plans), removal of the asset can be undertaken by the third party under the following conditions:

- For assets considered by APA to be decommissioned gas assets, APA must be engaged to verify that the asset is gas free;
- End caps must be permanently sealed, using an APA approved methodology, on any decommissioned sections that are to be left in place to prevent future water ingress into the remaining sections of the decommissioned gas asset;
- An as-built drawing must be submitted by the third party for any section(s) of a decommissioned gas asset removed by the third party or its sub-contractors to ensure BYDA can be updated accordingly; and
- Payment for costs associated with any verification or alteration activities must be provided prior to APA undertaking works.



4 PART 2 - DESIGN AND ASSET PROTECTION REQUIREMENTS

4.1 Standard Clearances

Minimum clearance dimensions outlined in this section must be met to allow for safe future maintainability and protection of existing gas assets. If separation clearances cannot be achieved, APA will review the proposed infrastructure on a case-by-case basis to determine whether a resolution can be achieved before alteration of any existing gas assets is considered. Authorisation of works by APA is still required, regardless of being able to achieve the required separation distances.

Clearances specified in **Table 2** are measured from the closest edges of the existing gas asset to the proposed infrastructure. Depending on the exact nature of proposed infrastructure, additional clearance may be required.

Note: Clearances specified herein are from gas assets, third party utilities may have their own standard separations that exceed APA's minimums specified in **Table 2**.

The future access zone required around a gas asset depends upon a number of factors such as size, operating pressure, depth and soil conditions, but typically this access zone is at least 1000 mm either side and 700 mm below the gas asset. As an aid for design and / or installation, the minimum clearances presented in **Table 2** are provided to allow for safe future access to gas assets. These minimum clearances assume that the asset have been proven and the location verified. There may be circumstances where additional clearances are required.

Table 2 Minimum Clearances

Clearance Type (Note 2, 9)	Minimum Transmission Pressure Asset Clearance	Minimum Distribution Pressure Asset Clearance
Any installation up to 0.6 metres wide which is crossing the gas asset	500 mm Vertical (Note 2)	300 mm Vertical (Note 2)
Any installation over 0.6 metres wide which is crossing the gas asset	500 mm Vertical	300 mm Vertical (Note 2)
Any installation laid by trenchless excavation e.g. HDD, boring, etc.	3000 mm Vertical	600 mm Vertical
	Refer to Section 5.6 for minimum horizontal separation distances	
Any installation laid parallel to a steel gas asset	600 mm Horizontal (Note 2, 3)	
Any installation laid parallel to any gas asset other than steel	N/A	300 mm Horizontal (Note 2, 3)
Trenching separation from edge of gas asset to edge of trench (Note 4)	500 mm Horizontal	300 mm Horizontal
Underground electrical cables laid parallel to any gas asset other than steel	N/A	300 mm Horizontal
Electrical conduits and cables (<11 kV) laid parallel to a steel gas asset	Engineering assessment required (Note 2, 3)	
Electrical conduits and cables (≥ 11kV) laid parallel to a steel gas asset	(Note 2, 3) Engineering assessment required (Note 7)	

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Electrical earthing systems near a steel gas asset	High Voltage: Engineering Assessment Required Low Voltage: 300 mm Horizontal (Note 7)	
Electrical earthing system near any gas asset other than steel	N/A	300 mm Horizontal
Clearance Type (Note 2, 9)	Minimum Transmission Pressure Asset Clearance	Minimum Distribution Pressure Asset Clearance
Undisturbed cover from the top of the gas asset to the underside of trenching or road pavement boxing	500 mm Vertical	300 mm Vertical (Note 1)
Distance from predominant building line	3000 mm Horizontal Where applicable outside pipeline easement	Refer to Section 4.2
Distance from Sensitive Use Locations (Refer Section 7 for Glossary of Terms and Abbreviations)	APA Engineering Assessment Required (Note 8)	N/A
Canopies longer than 15 m parallel to the edge of the gas asset	3000 mm Horizontal (Note 10)	Refer to Table 4 (Note 10)
Any installation that could add excessive loads to the gas asset or restrict access to the gas asset	3000 mm Horizontal (Note 2)	
Any installations that may need require underpinning were APA to expose the gas asset	3000 mm Horizontal	
Any temporary stake, e.g. star picket	300 mm Horizontal	
Electrical poles including street lighting and traffic signals	3000 mm Horizontal Where applicable outside pipeline easement	1000 mm (Note 3, 5, 6, 7)
Fence post, including road safety barriers	3000 mm Horizontal when installed per APA requirements	500 mm Horizontal when installed per APA requirements
Pile or pier	3000 mm Horizontal when installed per APA requirements	500 mm Horizontal when installed per APA requirements
Permanent Heavy Vehicle Loads (Greater than 4.5T)	Refer to Section 4.7 Temporary and Permanent Vehicle Loads	
Tree Root Barrier	3000 mm Horizontal	1000 mm Horizontal Refer to Section 4.3 Landscaping Plans
Separation distances for vegetation	Refer to Section 4.3 Landscaping Plans	



Note 1: For distribution main crossings, where the vertical separation distance is less than 300 mm physical protective slabbing, e.g. HDPE or concrete, shall be installed where the other utility is crossing beneath the APA pipeline/distribution main.

HDPE or concrete, shall be installed where the other utility is crossing above the APA pipeline/distribution main.

No protective slabbing is required for utility crossings greater than 500 mm separation.

Note 2: Structures and large utilities crossing APA Networks operated assets need to be self-supporting so that future repairs or maintenance of the asset can occur as per **Section 4.2 Third Party Assets and Structures**.

Note 3: Horizontal separation includes utility surface access pits, thrust blocks and/ or footings.

Note 4: Additional horizontal separation may be required depending on the extent of the planned works, local soil conditions and trench stability of the existing gas asset. This is particularly relevant where works occur within the angle of repose of the existing gas asset (e.g. parallel trenching that is deeper than the existing gas asset) and may result in undermining.

Note 5: In accordance with 'AS/NZS 4853 – Electrical hazards on metallic pipelines' without further information and APA engineering assessment, no electrical power poles for 66kV or above are permitted within the following separation distances of steel gas assets;

- If the power line has an Overhead Earth Wire (**OHEW**) – 15 m;
- If power line does not have an OHEW – 100 m;

Note 6: Where electrical poles (including street lighting and traffic signals) are proposed which place the gas asset within the no dig zone specified by the electrical authority either of the following shall occur;

- a) The poles shall be designed with deeper foundations to be self-supporting if the gas asset needs to be excavated. Or;
- b) For non-metallic assets relocated into a conduit that extends past the no dig zone.

Note 7: Clearance for electrical cables and earthing systems from steel gas assets must be reviewed in accordance with **Section 4.6 Earthing and Electrical Effects**. Electrical cables, substations and/or earthing systems installed in the vicinity of steel gas assets require an Earth Potential Risk (**EPR**) and Low Frequency Induction (**LFI**) assessment to AS/NZS 4853.

Note 8: Requires a setback distance to stay away from the Measurement Length (refer to **Table 14 Glossary of Terms and Abbreviations**). Alternatively, the setback distance may be reduced if protection slabbing is installed along the Sensitive Use Location where interaction with the Measurement Length occurs. This may also be limited to the development area subject to APA engineering assessment.

Note 9: Pipeline protection needs to be assessed and shown on the design plans with design clearances. This includes recoating, bridge slab or asset strike protection slab.

Note 10: Clearance may be dependent on demonstrating that there is sufficient continuous ventilation.

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For construction and land use activities around gas assets the minimum horizontal clearances referenced in **Table 3** must be followed.

Table 3 Minimum Clearances for Construction Works and Land Use Activities

Construction and Land Use Activities	Minimum Horizontal Clearance	
	Transmission Pressure & Critical Distribution Mains	Non-Critical Distribution Pressure Mains
Excavation without APA representative present (Note 1)	3000 mm	N/A
Trenchless Excavation (Note 1)	3000 mm Refer to Section 5.6	1000 mm Refer to Section 5.6
Temporary Heavy Vehicle Traffic (greater than 4.5T)	If the load has not been assessed, maintain a Horizontal separation of 3000 mm. APA engineering assessment must be completed if crossing asset. Refer to Section 4.7 Temporary and Permanent Vehicle Crossings	Refer to Section 4.7 Temporary and Permanent Vehicle Crossings
Installation of Piles, Piers or Poles	Refer to Table 2 and Section 5.7	
Hot Works from Construction Activities	Any hot works within 5000 mm of an open trench containing gas asset or where cover is less than 300 mm. Refer to Section 5.8. (Note 2)	
Compaction	Section 5.10 for Compaction Limits Maximum Compaction Limits	
Vibration Limits	No vibration within 3000 mm of the pipeline and greater distance to comply with Section 5.9	
Blasting, Seismic Survey or the use of Explosives	Approval required for works within 100m. Refer to Section 5.11.	
Lifting over exposed gas asset	Not permitted over the gas asset. Refer to Section 5.12 for Suspended Materials above Gas Assets and No Go Zones for Cranes.	
Clearance of crane outriggers to gas assets	Not permitted within 3000 mm of gas asset. Refer to Section 5.12 for Suspended Materials above Gas Assets and No Go Zones for Cranes.	
Clearance of temporary material from pipeline	Not permitted within 3000 mm of gas assets. Refer to Section 5.13 for Temporary Materials.	

Note 1: Excavation covers NDD, mechanical excavation and trenchless excavation (boring, HDD, pipeline bursting and tunnelling).

Note 2: Horizontal separation distance also applies to any pits or valve covers.



4.2 Third Party Assets and Structures

Structures, including but not limited to buildings, walls, canopies, footings, pile caps or retaining walls, must not transfer any load to or be installed over any gas asset.

The design of any third party asset or structure must take into account future safe access of any gas assets in the vicinity. The proposed third party asset or structure must be installed in a way that prevents the angle of repose from encroaching into the future access zone as specified in **Section 4.1** around the existing gas asset.

Any third party asset or structure installed within proximity to a transmission pipeline or critical distribution pressure main must be designed to be self-supporting and allow for a minimum excavation window 1m on either side of the asset and 700 mm below the edge of the asset, for maintenance of the asset. This self-supporting design information is required to be shown on the construction drawings supported by geotechnical data and calculations. Construction of structures on pipeline easements are not permitted without explicit consent from APA.

Distribution pressure gas mains must be offset from the expected predominant building line at a distance in accordance with **Table 4**. Transmission pressure gas assets shall be per **Table 2**.

Table 4 Minimum Building Offset Distances for Distribution Pressure Gas Mains

Diameter (DN)	MAOP (kPag)			
	≤210	>210 ≤ 420	>420 ≤ 600	>600
≤110	0.5 m	0.5 m	1.0m	3 m
>110 ≤ 160	0.5 m	0.5 m	3 m	5 m
>160	0.5 m	3 m	3 m	8 m

Gas assets may be located underneath curbing or strip footings for road safety barriers for short sections up to 10 m to allow for tapers. The integrity of the gas asset to be located underneath the curbing or strip footing may require inspection, repair, recoating and / or slabbing depending on the existing condition and extent of proposed works.

Posts or poles which are located in road reserve, or otherwise exposed to vehicle impact, must be designed such that there will be no damage to the gas asset in the event of a vehicle impact.

For works in Victoria, consent from the relevant State Minister is required under Section 120 of the *Pipelines Act 2005* (VIC) for the erection of structures or buildings within 3,000 mm of a transmission pressure asset. Ministerial consent must be arranged through Energy Safe Victoria (**ESV**) following review and acceptance of the proposed designs by APA Networks.

4.3 Landscaping Plans

Vegetation may limit line of site, access and passage along an existing gas asset alignment, while the associated roots may damage existing buried pipe, coating or other ancillary equipment (e.g. cables). Above ground gas infrastructure may also be exposed to hazards from falling vegetation and increased fire risk. Additionally, trees and tree roots may limit access to the gas asset in an emergency, during normal operations and when make new connections or modifications.

Landscaping plans which include vegetation should select tree species which do not have vigorous root activity and do not exceed above 5m in height when fully mature when planted within 3m of gas assets. The pre-selection of trees considered suitable for planting within road reserves and near gas assets should also consider interference with, or damage to, other underground and overhead services.

For all landscaping works within 3 m of transmission pressure or critical distribution pressure gas assets the following details must submitted to APA for review and approval prior to planting.

- Tree species – botanical and common name
- Mature tree buttress and canopy diameter
- Mature tree height

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- Maximum root ball diameter
- Offset from gas asset
- Method of protection to gas asset

Trees to be planted within 3 m of transmission pressure or critical distribution pressure gas assets, should also adhere to **Table 5** below.

Note: Horizontal separation is measured from pipe edge to edge of mature trunk or mature drip line, whichever is the greater.

Strata cells are not considered an appropriate protection from tree roots. If strata cells are to be installed in the vicinity of existing buried gas assets, the controls identified in **Table 5** must be used for protection.

Table 5 Protection of Distribution Gas Assets from Vegetation

Vegetation Types	Requirements	Horizontal Separation from Pipe Edge to Vegetation			
		Greater than 3 m	1.5 to 3m	1.5 to 0.5 m	<0.5 m
Trees or Large Shrubs	Min. separation of 3 m is required between trees and pipe if no protection methods are utilised.				
Medium and Small Shrubs	Within 1.5 m – 0.5 m protection methods must be utilised.				
Ground cover and grasses	No protection methods required.				
Gas Protection Methods					
	No protection methods required, provided separation limits are followed.				
	<p>Within 3 m, tree species which have mature buttress diameters less than 0.15 m and do not have invasive or deep roots may be accommodated without protection methods after consultation with APA Networks (Note 1).</p> <p>For trees with mature buttress diameters greater than 0.15 m one of the following gas protection methods must be implemented;</p> <ol style="list-style-type: none"> 1. Lowering or relocation of the gas asset to a minimum of 1.2 m cover. 2. Installation of new gas conduit beyond the structural root zone (SRZ) of the mature tree species for future use. (Note 2) 3. Installation of a root barrier system. System to be 1 m deep or extend 250mm below the gas asset, whichever is the greater. 				
	<p>Within 1.5 m installation of a root barriers system is mandatory and gas protection methods are as follows;</p> <ol style="list-style-type: none"> 1. Installation of a robust root barrier system. System to be 1 m deep or extend 250 mm below the gas asset, whichever is the greater. <p>AND</p> <ol style="list-style-type: none"> 2. Lowering or relocation of the gas asset to a minimum of 1.2 m cover. <p>OR</p> <ol style="list-style-type: none"> 3. Installation of new gas conduit beyond the SRZ of the mature tree species for future use. (Note 2) 				
	Planting directly over gas assets is not permitted in any location, as it prevents emergency and maintenance access. Tree roots can damage gas asset resulting in gas leaks.				



Note 1: Refers to the minimum 1.5 m structural root zone for a mature buttress diameter less than 0.15 m mandated under AS 4970 – Protection of trees on development sites.

Note 2: Suitable protection method for PE mains only. Conduits to be recorded in Geographic Information System (GIS) for future referencing.

Note 3: On transmission pressure assets vegetation must not limit line of site along the buried gas assets alignment, all signage must remain each in sight of the other.

4.4 Surface Levels and Conditions

Decreases or increases to surface levels must consider depth of cover requirements for gas assets specified in **Table 6**. This is in addition to maintaining a minimum working cover from the top of the gas asset to the underside of trenching or road box out works during construction as specified in **Table 2**. Vehicles must not cross gas assets at covers less than those specified in **Table 6** unless in accordance with **Section 5.10** for Compaction Limits or **Section 4.7** for Temporary and Permanent Vehicle Crossings.

Where existing surfaces are to be modified, finished cover levels are not to be reduced to less than existing levels, unless meeting the minimum requirements of **Table 6**. The requirement for, and the extent of, protective slabbing over any APA Networks operated asset will be determined by APA at its sole discretion with adherence to minimum depth of cover without physical protection as the preference. Depending on the location, local councils and relevant road/ rail authorities may have minimum depth of cover requirements that APA are required to meet which are more stringent than those listed in **Table 6**. Depth of cover requirements for individual consumer offtakes (service connections) are also provided in **Table 7**.

Details of any additional fill proposed to be placed on or within 3 metres of a gas asset, or within any applicable easement, must be clearly shown on plans and must be approved by APA Networks in writing. A maximum depth of cover of 2,500 mm for transmission pressure assets and 2000 mm for distribution assets apply in all locations; however, it is preferred not to exceed 1500 mm for both types of assets.

Table 6 Minimum Depth of Cover Requirements for Pipelines and Mains

Asset Location	Minimum Depth of Cover (Note 3)	
	Transmission Pressure Asset	Distribution Pressure Asset
Under Minor Road Pavement (Note 1)	<ul style="list-style-type: none"> 1,200 mm 1,200 mm to 1,000 mm with physical protection slabbing and APA engineering load assessment 	<ul style="list-style-type: none"> 750 mm 750 mm to 600 mm with physical protection slabbing and APA engineering load assessment
Under Major Road Pavement (Note 2)	<ul style="list-style-type: none"> 1,200 mm 1200 mm to 1,000 mm with bridging slabs (Note 4) 	<ul style="list-style-type: none"> 1,200 mm 1200 mm to 750 mm with bridging slabs (Note 4)
In Road Reserve but not Under Road Pavement	<ul style="list-style-type: none"> 900 mm 900 mm to 750 mm with protective slabbing contingent upon pipeline location class 	<ul style="list-style-type: none"> 750 mm 750 mm to 600 mm with protective slabbing
Not in Road Reserve	<ul style="list-style-type: none"> 900 mm 750 mm with protective slabbing contingent upon pipeline location class 	<ul style="list-style-type: none"> 750 mm for > 210 kPa 600 mm for ≤ 210 kPa
Railway Reserve	2000 mm (Note 5)	
Large Open Drain or Major Water Crossing	2000 mm (Note 6)	



Note 1: Minor road pavements typically are owned by local councils.

Note 2: All roads owned by state and federal authorities are major roads. Roads owned by council may be major or minor roads. Covers less than 1200 mm may require dispensation from the relevant road authority.

Note 3: Protective slabbing must be installed where minimum depth of cover requirements cannot be met or are required to meet specific safety requirements. Bridging slabbing for transmission pressure assets may be replaced with protection slabbing following APA engineering assessment.

Note 4: The requirement for bridging slabs can be downgrade to physical protection slabbing where APA engineering assessment is completed and approved.

Note 5: Installation within railway reserve shall be in accordance with both AS 4799 and the respective operating standard for the gas assets i.e. AS 2885 and AS 4645.

Note 6: The minimum depth of cover of 2,000 mm shall consider future scour of the drain or waterway crossing. For man-made drains the depth of cover can be reduced to 1200 mm if sealed (i.e. concreted) and appropriately designed. For transmission pressure assets, waterway crossings shall be designed in accordance with AS 2885.1 – 2018 Clause 5.8.6.2. For all assets, as a minimum the following shall be considered;

- a) A hydrological investigation to determine the stream power under peak stream, watercourse or waterway flows. The investigation shall determine the 1 in 100 year flood and the probable maximum flood and intermediate (optional) flood conditions.
- b) A geotechnical investigation to determine the physical parameters of the crossings, and using the information from the hydrological investigation, the erosion potential. This assessment should also consider the meander potential of the watercourse so that the limits of special construction can be defined.

Table 7 Minimum Depth of Cover Requirements for Customer Offtakes (Services)

Asset Location	Customer Offtake size	
	≤ DN50	> DN50 and ≤ DN110 (Note 1)
Roadway	450 mm	600 mm
Private Property	300 mm	450 mm

Note 1: Customer offtakes (services) with diameters greater than DN110 shall have depth of cover in accordance with **Table 6**.

Changes to surface conditions (e.g. changing from nature strip to road pavement) or which place the gas asset in an inaccessible position (e.g. with excessive cover) may require slabbing, recoating and / or relocation. Changes to surrounding surface levels or conditions must also consider drainage and the potential to result in erosion of cover for gas assets. Additionally, gas fittings such as valves, stopple fittings or flanges must not be located underneath road pavement. An APA Engineering assessment will be required if this is not feasible, refer to **Section 6**.

Where a new hardstand surface is installed on non-metallic distribution pressure mains (e.g. a painted concrete driveway), consideration should be given to including a casing or enveloper pipe to APA requirements for insertion of future gas assets. This will ensure that the new hardstand surface is not modified as part of the future gas installation. Where a casing or enveloper pipe is installed for future insertion works surveyed as-constructed records are to be provided to APA Networks for incorporation into the GIS records.

For transmission pressure gas assets, any landscaping material should be level within the easement or a minimum of 3 m (but preferably 6 m) to each side of the pipeline, to permit excavating equipment to operate without having to destroy the adjacent landscaping.

4.5 Casings Vent Stacks

Casings provide mechanical protection and protection to gas assets from external loadings. Some cased crossings are sealed and fitted with a casing vent stack, which gas leaks are identified via.

The following APA requirements are to be applied for works near casing vent stacks:



- Casing vent stacks cannot be removed unless an alternative arrangement has been approved by APA Networks or they have been assessed as being redundant;
- Unfettered access is to be maintained to casing vent stacks; and
- Minimum distance from casing vent stack discharge point to any electrical installation or overhead structure must be 1000 mm.

4.6 Earthing and Electrical Effects

Steel gas assets are susceptible to adverse effects from electrical sources such as above and below ground cables, substations, transformers, earth rods, cathodic protection systems or electrified tram / train lines.

Without any further information or engineering assessment, earthing systems for distribution ($\geq 11\text{kV}$) and transmission ($\geq 66\text{kV}$) power lines must satisfy the Earth Potential Rise (EPR) Level 1 (Conservative) compliance of AS/NZS 4853 – 2012 Table 4.3 & 4.5 which specifies separation distances from pipe appurtenances (e.g. valves, regulators, isolation joints), access points or earth points (including cathodic protection test points). For the potential hazards to be accepted as low risk on the basis of a Level 1 assessment the separation between a conductive structure or substation and pipeline subject to EPR shall be greater than the values given in **Table 8** below.

Table 8 Separation Distances for Pipeline Subject to EPR from Power Lines (Level 1 Assessment)

Fault Current or Actual Current (A) (Note 2, 3)	Separation Required (m) - Note 1			
	Distribution ($\geq 11\text{kV}$)	Power Line	Transmission ($\geq 66\text{kV}$)	Power Line
	100 $\Omega\cdot\text{m}$	500 $\Omega\cdot\text{m}$	100 $\Omega\cdot\text{m}$	500 $\Omega\cdot\text{m}$
150	40	190	N/A	N/A
300	80	390	N/A	N/A
500	130	660	N/A	N/A
750	200	1,000	N/A	N/A
1,000	270	1,300	60	310
3,000	N/A	N/A	190	940
6,000	N/A	N/A	380	1,900
10,000	N/A	N/A	635	>3,500

Note 1: Earth resistivity of 500 $\Omega\cdot\text{m}$ shall be used for dry sand or rock and 100 $\Omega\cdot\text{m}$ for all other cases.

Note 2: If the fault current is unknown for a distribution power line ($\geq 11\text{kV}$), a fault current of 1000 A shall be used for the first pass assessment.

Note 3: If the transmission power line ($\geq 66\text{kV}$) uses an OHEW, uses values up to 3,000 A (this assumes a current split of 30% of 10 kA). For lines without an OHEW, use values up to 10,000 A for current going down the structure.



Without any further information or engineering assessment, distribution (≥ 11 kV) and transmission (≥ 66 kV) power lines parallel to steel gas assets must satisfy the Low Frequency Induction (LFI) Level 1 (Conservative) compliance of AS/NZS 4853 – 2012 Table 4.2 & 4.4 which specifies maximum acceptable power line to pipeline exposure length.

Per AS/NZS 4853 – 2012 the pipeline exposure length (average separation for the parallel section) under LFI conditions shall be less than the values given in **Table 9** below.

Table 9 Exposure Length for Pipeline Subject to LFI from Power Lines (Level 1 Assessment)

Power line to pipeline separation (m)	Exposure Length (m) – Note 1		
	Distribution Power Line (≥ 11 kV) – 100 Ω .m	Transmission Power Line (≥ 66 kV) – 100 Ω .m	
5	180	95	
10	210	110	
20	240	127	
50	310	165	
100	400	210	
200	550	290	
500	950	500	

Note 1: Without soil resistivity data, assessments are to be completed assuming 100 Ω .m. If soil resistivity data is available refer to AS/NZS 4853 – 2012.

Where AS/NZS 4853 Level 1 EPR or LFI requirements cannot be achieved a Level 2 and/or 3 assessment will be required.

The third party must provide to APA detailed plans of any source(s) of earthing and/ or electrical effects proposed to be located in the vicinity of steel gas assets, with an assessment report compliant with AS/NZS 4853 Electrical Hazards on Metallic Pipelines. This assessment report is to determine any effects to existing cathodic protection or induced voltage mitigation systems from these types of installations. The third party must address any relevant requirements and any recommendations and/or actions must be implemented to the satisfaction of APA Networks. All cost association with the study, and implementing its recommendations and/ or actions are to be borne by the third party. The third party must also complete validation testing upon completion of construction and provide all findings/ reports to APA Networks.

Hazards which may arise due to electrical systems located in the vicinity of steel gas assets include the following:

- Accidental contact between gas assets and electrical systems;
- Capacitive coupling;
- Conductive coupling;
- Electromagnetic induction;
- Low Frequency Induction (LFI);
- Earth Potential Rise (EPR), including due to fault current or lightning discharge; and,
- Adverse cathodic protection interference in excess of those allowed under AS 2832.1 or relevant state regulations

4.7 Temporary and Permanent Vehicle Crossings

Vehicle crossings over existing gas assets are limited to light vehicles (Gross Vehicle Mass not greater than 4.5 tonnes unless advised otherwise by APA Networks in writing) on unsealed surfaces or Heavy Vehicles (compliant General Access Vehicles) on established road pavements.

Any proposed new crossings must be assessed and authorised in writing by APA Networks.



A maximum surface pressure of 400 kPa is allowable directly above buried gas assets. However, any surface pressure exceeding this limit or where cover over the gas asset has been reduced from **Table 6** will require an APA Engineering Assessment and approval.

Where soil conditions exhibit poor compaction and load bearing characteristics, such as wet soil conditions, equipment is not permitted to cross the gas asset irrespective of weight without establishing a stable sealed surface or road plates.

Crane footings or bog mats must not be placed where the angle of repose can influence an existing gas asset without express written approval by APA. Where the existing gas asset is within the angle of response, the maximum surface pressure due to the crane must be provided.

5 PART 3 - CONSTRUCTION AND LAND USE REQUIREMENTS

Extreme care should be exercised at all times when working around existing gas assets, as repair works will be fully chargeable and may result in delays to any works. Refer to the duty of care outlined in **Section 1.4** and the requirements of this section when selecting construction methods.

5.1 Land Use Change

Where works proposed by a third party may result in a change in land use within the Measurement Length (as defined in AS/NZS 2885.6 for Pipelines – Gas and Liquid Petroleum) of transmission assets, such works may also be subject to formal approval requirements through APA Networks and applicable local and state government planning processes.

This may also require a Safety Management Study (SMS) report be completed and approved by APA Networks. This SMS report is generated from an SMS workshop involving an independent SMS facilitator, third party and APA Networks. APA Networks is the owner of the SMS report and any resulting recommendation/ actions must be implemented to the satisfaction of APA Networks prior to the commencement of any physical works.

Certain categories of development, such as Sensitive Use Locations (refer to **Table 14 Glossary of Terms and Abbreviations**), are not appropriate to be located with the Measurement Length. In certain circumstances, the otherwise unacceptable risks associated with such developments may be alleviated with the aid of installing protective slabbing over the transmission pipeline or undertaking other protection and mitigation measures.

Sensitive Use Locations near transmission pipelines are designated under AS/NZS 2885.6 and identify land where the consequences of a Failure Event may be increased because it is developed for use by sectors of the community who may be unable to protect themselves from the consequences of a pipeline Failure Event.

Sensitive uses are defined as follows;

- Schools, which includes colleges
- Hospitals and aged care facilities such as nursing homes, elderly people's homes
- Prisons and jails
- Sheltered housing
- Buildings with five or more stories
- Large community and leisure facilities, large open air gatherings
- Day care facilities
- Other potentially difficult to evacuate facilities
- Other structures as defined by relevant local councils.

For further information regarding the SMS process, refer to APA Networks Encroachment and Land Use Change SMS Trigger Procedure, **400-PR-L-0003**.

5.2 Permits and Site Watch

Transmission pressure assets and critical distribution pressure assets, must have a permit issued prior to proposed works in the vicinity of the existing assets, including any proving activities. Following the issue of a permit, a site watch inspector may be required to verify that the activities are carried out appropriately.



Other distribution pressure assets not considered critical will only require site watch as determined by APA Networks.

Where a permit is required, the response provided to the BYDA enquiry will include the relevant forms and process to be followed for submitting a permit request.

While BYDA recommends completing the request two business days prior to undertaking works, this is to ensure that the location information is obtained. This may not allow sufficient time for APA Networks to supply site watch. Further delays may be experienced if the proposed works are significantly complicated, do not meet the requirements of this document or if insufficient information is provided.

It is an offence in all jurisdictions to undertake activities in the vicinity of transmission pipelines without prior authorisation by the operator.

5.3 Coating Surveys and Leakage Surveys

Where proposed works have potential to indirectly damage pipe coating (i.e. due to compaction) or result in a leak of the gas asset (e.g. vibration of cast iron pipes), additional monitoring activities such as Direct Current Voltage Gradient (DCVG) or leakage surveys may be required.

If required, chargeable DCVG surveys will be conducted prior to works to establish any existing coating faults which exist on the gas asset. A subsequent DCVG survey will be conducted at the conclusion of works, and where new faults have developed on the gas asset, repairs shall be made with costs charged to the works owner. Surveys can be conducted prior to finalising road surfaces to avoid costly repairs.

A similar chargeable survey program can be applied where leakage surveys are required. However, additional surveys may be necessary throughout works to ensure work crews do not operate in a gaseous environment once leaks are caused.

5.4 Pipeline Repairs, Recoating and Slabbing

Buried steel assets operated by APA Networks are coated to provide protection from corrosion.

Where the surface conditions above a buried steel pipe are changed which may limit future access to the existing gas asset an assessment of the coating condition will likely be triggered.

The requirement for pipeline recoating is assessed by APA Networks on a case by case basis, based on the proposed works, but will generally be dependent on the following:

- The asset class;
- The existing coating type, age and condition;
- Increase in loading that can bring forward any pipeline anomalies; and,
- Changes limiting access to the existing asset(s), such as the installation of slabbing, road pavement, culverts, embankment ramps or any other feature.

A chargeable coating survey carried out in accordance with **Section 5.3** may be required to assess the condition of the existing gas asset coating.

Recoating and/ or associated slabbing works over any gas asset will be determined by APA Networks Engineering Assessments and any applicable risk assessments (Safety Management Study or Formal Safety Assessment).

Pipeline repairs, recoating and slabbing that form part of any third party commercial agreement will be charged to the third party.

The requirement for, and the extent of, slabbing over any APA Networks operated asset will be determined by APA at its sole discretion and may depend on factors other than only changes in depth of cover discussed in **Section 4.4**. Slabbing may be required for the following reasons:

- Removable protective slab to provide protection from third party mechanical excavation;
- Bridging slab to provide protection from external loadings e.g. insufficient depth of cover combined with vehicle traffic.

Slabbing must be installed with adequate separation from the pipe, which may impact the undisturbed cover requirement, and cannot be installed directly underneath road pavement or at surface level.



Any bridging slab designs prepared by a third party must be accompanied by certification from the registered practising structural engineer (Registered Professional Engineer Queensland (**RPEQ**) required for works in Queensland, and so on as required for other States and Territories) confirming that the design is adequate to prevent pipeline loading.

5.5 Exposure of Buried Gas Assets

5.5.1 General

Excavation works covers Non-Destructive Digging (**NDD**) and mechanical excavation. All such excavations must be completed in accordance with APA's direction.

The Third Party or its Contractor can perform exposure works on APA Networks operated assets via NDD using vacuum excavation and subsequent mechanical excavation works under the following conditions:

- **A current BYDA request is available for the works.**
- An approved Authority to Work Permit (**ATWP**) is issued for works near transmission pipelines or critical mains.
- APA Site Watch Officer is present for works near transmission pipelines or critical mains as outlined on the ATWP.
- The Third Party (or its Contractor) shall ensure they have their own SWMS, Risk Assessment, Environmental Management Plan, Tool Box Talk, Traffic Management and Pre-Start in line with their own corporate policy in place prior to works commencing.
- All underground assets have been identified by surface marking where within or close to the excavation area prior to proceeding with planned proving works (i.e. hand or NDD (e.g. Hydro-Vacuum Excavation). Any non-recorded assets should be identified prior to breaking ground (e.g. excavation or cutting).
- A check for gas leaks has been conducted prior to the commencement of work.
- If the mechanical excavation operator cannot see the spotter (where applicable, APA Site Watch Officer), he or she must stop moving immediately and not resume movement until contact has been established. Spotters must be aware of their surroundings and should never walk into the path of a vehicle, moving equipment or a swinging load. They need to scan the ground to become aware of any trip or fall hazards.
- If excavations are greater than 1.5 m or ground conditions are considered unstable benching/ battering/ shoring must be utilised. Additionally, appropriate ladders/ ramps or steps must be utilised to ensure safe access and egress.
- **Under no circumstances is mechanical equipment to be used within 300 mm of any gas asset.**

5.5.2 Physically Proving Gas Assets

Prior to mechanical excavation of the gas assets, the asset shall be physically proven by NDD or through the use of hand excavation. The method used will vary based on the criticality of the asset. The requirements in **Section 5.5.1** shall be implemented prior to physically proving the gas asset.

Technique 1 – Vacuum Excavation (Critical and Non-Critical Gas Assets)

A vacuum truck can be used to prove and expose the gas asset. Please ensure the requirements detailed in **Section 5.5.3** are adhered to.

Technique 2 – Hand Excavation (Critical and Non-Critical Gas Assets)

If the anticipated depth of cover of the gas asset is less than 1m (measured from the top of pipe) then hand excavation shall be used to expose the gas asset. The use of round edge shovels should be used to avoid damage to the pipe or coating. In the event that the anticipated depth of cover of the gas asset is greater than 1m then mechanical excavation can be undertaken in accordance with the requirements of **Section 5.5.4** but must stop when within 1m of the gas asset (i.e. 1.3m anticipated depth means that 300 mm of cover can be removed by mechanical excavation and the



remainder by hand excavation as described above. The anticipated depth shall be based on the shallowest result from BYDA or pipe locator.

Technique 3 – Hand + Excavation (Non-Critical Gas Assets ONLY)

If the gas asset is deemed non-critical then a combination of hand digging and excavation can be used. This technique requires the third party to hand excavate 300 mm then mechanically excavate the first 150 mm. In this technique the hand excavation shall always lead the mechanical excavation by 150 mm. Once within 300 mm of the gas asset then only hand excavation is allowed.

5.5.3 Hydro-Vacuum Excavation

Where hydro-vacuum excavation is used in the vicinity or to expose existing gas assets, the following conditions must be applied:

- Ensure the general requirements in **Section 5.5.1** are adhered to prior to the works commencing.
- Root cutting heads shall not be used at any time.
- When locating pipelines and mains, a maximum water pressure of 2500 PSI (17200 kPa) may be used to a depth no greater than 450 mm. Below this depth, the maximum water pressure shall be set in accordance with **Table 10** for the asset type in the vicinity.
- When locating customer offtakes (services), a maximum water pressure of 2500 PSI (17200 kPa) may be used to a depth no greater than 300 mm. Below this depth, the maximum water pressure shall be set in accordance with **Table 10** for the asset type in the vicinity.
- Where air is used in place of water the air pressure shall not exceed 175 PSI (1200 kPa).
- A minimum distance of 200 mm shall be maintained between the nozzle tip and subsoil and vertical movements avoided (i.e. nozzle shall not touch or be inserted into soil).
- The wand shall never remain motionless during excavation. Aiming directly at the gas asset shall be avoided at all times.
- NDD vacuum equipment must not come into contact (impact) with the pipe or coating.
- Once a gas asset has been exposed via hydro-vacuum methods, a visual check must be undertaken to ensure no damage has occurred to the pipe or its coating. Damage caused to the pipe coating by the third party will be chargeable.
- A dead man trigger or similar, shall be installed and used on the wand.
- If conduits are to be installed for identification of the gas assets location the conduit shall be offset to one side and recorded or a flexible conduit installed over the gas asset. The placement of PVC pipes directly on the gas asset may cause damage to the pipe coating and require repair at the contractor's expense.
- Vacuum excavated holes shall be cleaned of any rocks and debris and backfilled with a minimum 300 mm of sand.

Personnel operating NDD equipment shall monitor ground conditions to determine and adjust for the lowest water pressure setting and vacuum used to adequately expose the gas asset. The objective shall be to use the lowest possible pressure and vacuum required to adequately excavate in order to minimise risk of coating and/or pipe damage. **Table 10** provides the maximum water pressure to be used for various pipe and coating types.

Table 10 Maximum Water Pressure for Hydro-Vacuum Excavation

Pipe / Coating Type		Max. Water Pressure (PSI)	Pipe / Coating Type	Max. Water Pressure (PSI)
Steel	Coal Tar Enamel Coated	1,000	Steel – Mummified fittings (e.g. valves, flanges)	Not Permitted
	Polyethylene Tape Coated	1,000	Cast Iron	1,000
	Polyethylene Coated	2,000	Polyethylene	2,000
	Trilaminate Coated	2,000	Nylon or PVC	1,500
	FBE or HBE Coated	2,000	Unknown Material or Steel Pipe Coating	1,000
	Uncoated	2,500		

5.5.4 Mechanical Excavation

Prior to commencing any excavation works the general requirements in **Section 5.5.1** must be adhered to.

Where works are to be carried out within 3 m of the gas alignment and to 1 m of the known gas main depth, the contractor is required to pothole and expose the gas asset as outlined in **Section 5.5.5**.

Prior to the mechanical excavation commencing ensure the excavator is in working order and all pre-start equipment checks are completed.

Excavators with general purpose buckets (e.g. mud bucket, general purpose teeth) up to 30 tonnes are permitted to conduct mechanical excavations in the vicinity of existing APA gas assets in accordance with APA requirements. Any variation of excavator size or bucket type will require assessment and approval by APA Networks. Buckets with any type of tiger or penetration teeth are not permitted unless explicitly approved by APA Networks.

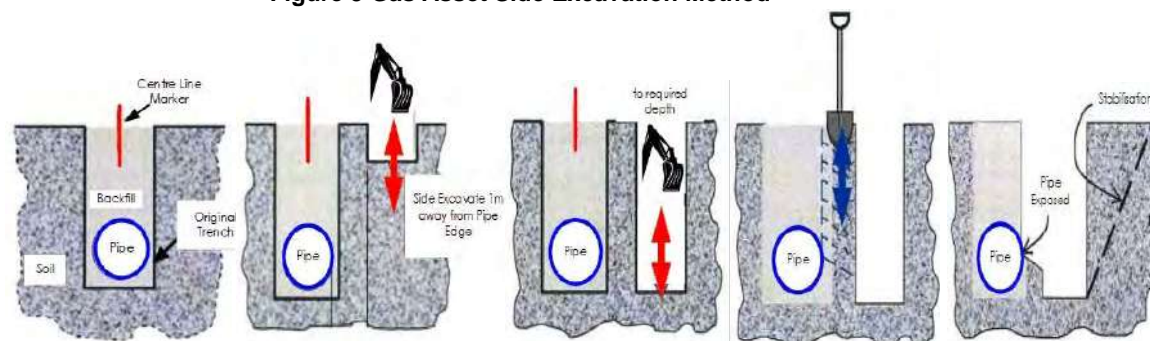
Critical Gas Assets

No mechanical equipment shall be used within 1 m of the potholed depth of the critical gas asset, except under explicit on site direction from an APA representative (i.e. APA Site Watch).

Under no circumstances is mechanical equipment to be used within 300 mm of any gas asset.

Once the gas asset has been positively proven, as outlined in **Section 5.5.2**, mechanical excavations can commence at a minimum of 300 mm offset from the outer edge of the pipe. The third party shall not mechanical excavate directly over a critical gas asset, with hand excavation only directly over the alignment or to expose the asset.

Figure 3 Gas Asset Side Excavation Method



Non-Critical Gas Assets

Mechanical excavation is permitted directly over the top of non-critical gas assets however **under no circumstances is mechanical excavation equipment to be used within 300 mm of any gas asset**. If the third party is in doubt with regards to the criticality of the gas asset, then the excavation method outlined for critical gas assets shall be used.

Prior to the mechanical excavation commencing, the asset shall be physically proved as outlined in **Section 5.5.2**. Once the depth has been physically proven the third party can proceed with excavating around the gas asset until within 300 mm. From this point hand excavation or NDD is required.

5.5.6 Protection During Exposure

Additional protection measures are required where an exposed gas asset may be subject to impact from construction activities, sagging of exposed pipe and trench instability. Any works requiring exposure and protection of the gas asset should have an accompanying methodology and approval by APA Networks.

Physical protection (e.g. structural steel protection, sandbags, wrapped with split PVC pipe) should be installed around the exposed gas asset when exposed, particularly when new infrastructure is planned to be installed crossing below the gas asset. If the gas asset is to be exposed for longer than one day or otherwise left unattended, suitable barricades, security fencing and/ or steel plates will be required to provide protection from vehicles, dropped objects (such as construction materials) or vandalism.

Unsupported exposed pipe lengths require protection from sagging by using suitable supports such as sandbags or slings. Where slings or other support types come into contact with the gas asset, protection methods must be employed (e.g. wrapped with split PVC pipe) to prevent damage to the existing pipe or coating. Exposed unsupported joints must also be identified and supported during works. The maximum allowable length of exposed pipe without support is provided in **Table 11**.

Table 11 Maximum Unsupported Lengths of Exposed Pipe

Table 11: Maximum Unsupported Lengths of Pipes by Type			
Gas Asset Diameter (mm)	Steel Maximum Unsupported Length (mm)	Polyethylene Maximum Unsupported Length (mm)	Other Material Maximum Unsupported Length (mm)
≤20	2,000	1,500	1,500 (Note 1)
>20 & ≤63	2,800	2,000	
>63 & ≤100	3,600	3,000	
>100 & ≤150	4,200		
>150 & ≤250	5,000		
>250	5,700		

Note 1: Particular care should be taken for other materials include cast iron, PVC or nylon due to the unpredictable nature of the joints.

Additional protection and support during trench or bell-hole excavation works to minimise ground instability may also be necessary to protect the integrity of existing gas assets during exposure works. Trenches are to be inspected prior to commencing works each day and monitored by the onsite party responsible for the excavation. APA shall be notified of any condition likely to affect the stability of trench.

Any deep excavations, within 3 m of a gas asset, shall be designed and constructed such that the effects of subsidence, collapse or extreme weather will not affect the gas asset. Any such excavations prepared by a third party must be accompanied by certification from a registered practising engineer (RPEQ required for works in Queensland, and so on as required for other States and Territories) confirming that the design is adequate to protect the gas asset.



5.5.7 Backfill and Reinstatement

Prior to backfilling, a minimum of 150 mm of bedding sand must be placed around all gas assets. Bedding sand shall be in accordance with APA specification **400-SP-L-0002**, which can be provided to third parties upon request. The bedding must be compacted in accordance with **Section 5.10**, including suitable compaction and backfill of the underside of the gas asset to prevent any further vertical movement during subsequent layers above the asset. APA may require geo-fabric installation between different trench reinstatement products to prevent sand migration in which nonwoven fabric is required and needs to extend 1000 mm past either side of the utility crossing.

The bedding material shall be clean, free from all sharp objects, sandbags, clay material, vegetable matter, building debris and disused road paving material to the specification provided by APA. Recycled bedding material and stabilised sand must not be used unless explicitly approved by APA.

The remainder of the excavation shall be backfilled and compacted in accordance with **Section 5.10**, at maximum increments of 300 mm to a density which is similar to the surrounding sub-grade material. Only clean fill material shall be used, preferably the same as the natural soil in the area, and free from ash, weeds and pest plants, salt or any chemicals which could harm the gas assets. Where required, concrete slabbing shall be installed in accordance with **Section 5.4**.

In all circumstances gas warning tape / marker board shall be installed in accordance with the following requirements:

- Gas warning tape installed at 300 mm below finished surface level.
- Gas marker board installed 300 mm above the top of the pipe.

Note, where gas warning tape cannot be installed 300 mm below the finished surface level due to road pavement box out, marker board is to be installed 50 mm below the box out work zone.

In situations where a physical protection slab or bridging slab has been utilised an additional layer of gas marker board must be installed 50 mm above the slabbing.

The excavated area is to be reinstated to the original condition or as approved by APA and the relevant local council, road authority or landowner as applicable. Any marker signs removed during excavation works must also be reinstated in original positions. Additional marker signs may be required at new infrastructure crossings as directed by APA.

5.6 Trenchless Excavation

Trenchless excavation covers horizontal directional drilling (**HDD**), boring, pipe bursting and tunnelling. These activities are considered high risk that require additional controls to prevent damage to existing gas assets. This includes proving the existing gas asset location and depth for all horizontal bores, as well as providing a witness trench to verify that the bore will pass the asset with sufficient separation.

A witness trench must be used in addition to live electronic tracking of the bore head. The witness trench must be prepared to the specification provided in **Table 12**. The progressive measurement of the length of the bore must also be made and plotted along its proposed direction to ensure the bore head has not missed the witness trench. The bore head must be exposed in the witness trench, when the crossing is above the existing gas asset.

For all assets installed via trenchless excavation a vertical separation aligning with the maximum borehole diameter (e.g. reamed diameter) shall be demonstrated. For transmission pressure and distribution pressure assets this vertical separation distance is 1000 mm and 600 mm, respectively.

If the works run parallel to a transmission pressure or critical gas assets a minimum separation distance of 3 m must be maintained. For non-critical gas assets, the minimum separation distance of 1 m must be maintained. For works running parallel to gas assets, proving of the actual location of the gas asset must occur every 4 m.

Note: It is expected that HDD operators working near gas assets hold the national competency RIICCM202 – Identify, location and protect underground service.



Table 12 Minimum Witness Trench Dimensions

Crossing Type	Witness Trench Depth	Witness Trench Dimensions
Crossing Above Existing Gas Asset	To bottom (invert) of gas asset	Witness trench shall be 1000 mm to 2000 mm in front of the gas asset on the approach side.
Crossing Below Existing Gas Asset	To bottom (invert) of gas asset plus 500 mm	Witness trench shall be min. 1500 mm long and 300 mm wide centred on bore centre line.

Dispensation may be considered where detailed long sections are provided for assessment by APA and where depths of existing gas assets or separation to the bore are greater than 2500 mm.

Pipe bursting is not permitted within 1000 mm of an existing gas asset.

5.7 Piles, Piers or Poles

No piling such as pile-driving, sheet-piling or hammer-piling is permitted within 15 m of an existing gas asset unless explicit consent has been provided by APA. In all instances, vertical bored (augured) piles, piers or poles are preferred.

Where installation of piles, piers or poles are proposed between 500 mm and 1000 mm clearance from a gas asset (distribution and transmission pressures, respectively), the area directly below the proposed pile, pier or post location must be excavated to a level equivalent to the bottom (invert) of the existing gas asset, and works started from that depth.

Note: Proving of the gas asset must be completed in accordance with the requirements set out in **Section 5.5.2** prior to the commencement of any works.

Temporary steel plates may also be installed between the gas asset and the proposed pile, pier or post used for vertical bore methods within this clearance to provide extra protection.

Note: Direct vibration monitoring on the gas main may be required depending upon the installation method utilised. Refer to **Section 5.9** for APA Networks vibration limits.

5.8 Hot Works for Construction Activities

Typical hot works include grinding, welding, thermal or oxygen cutting or heating, and other related heat producing or spark-producing operations. Heat sources or hot works must not impact gas assets, taking into consideration that the ground or adjacent structures may also be capable of transmitting heat.

In order to safely undertake hot works, response procedures in the event of fire or flammable gas detection must be prepared and monitoring for flammable gases must be undertaken during works.

APA must approve any hot works where there is less than 300 mm ground cover to buried gas assets, or within 5,000 mm of any exposed gas assets (including any pits or valve covers). A heat shield or barrier may be required to provide protection if it cannot be demonstrated that works can be undertaken without impacting the gas asset.

5.9 Vibration Limits

Significant vibration may arise from activities such as blasting, piling, tunnelling and HDD/boring.

To avoid damage to existing APA Networks operated pipes and coatings, the following vibration limits must not be exceeded at any point on the pipe:

- For cast iron mains: 5 mm/s maximum Peak Particle Velocity (**PPV**) measured on the pipe.
- For steel pipe with a coal tar enamel (**CTE**) coating or with poor coating health: 10 mm/s maximum PPV measured on the pipe.
- For non-coal tar enamel pipe coatings and other pipe materials (i.e. steel, PE, PVC or Nylon): 20 mm/s maximum PPV measured on the pipe.



- d) For blasting, the above vibration limits can be increased if supported by calculations in accordance with Design Guidelines for Buried Steel Pipeline – American Lifelines Alliance American Society of Civil Engineers (**ASCE**) and approved in writing by an APA Networks Integrity Engineer.

Note: Cast iron mains are particularly susceptible to damage by vibration. The PPV limit may not prevent leaks from cast iron and may require additional gas leakage survey activities during works in accordance with **Section 5.3**.

For vibration monitoring adopt an alarm at 80% of the acceptable PPV value and when the alarm is activated, the work must stop and be re-assessed. Short incursions up to 100% are acceptable, for sustained periods of vibration longer than 5 minutes, works must be stopped.

The zone of influence for vibration assessment undertaken by the third party is shown below;

- For compaction, refer to **Table 13**.
- For trenchless excavation (HDD/ boring), refer to **Section 5.6**.
- For piling refer to **Section 5.7**.
- For blasting refer to **Section 5.11**.

5.10 Compaction Limits

Compaction activities such as establishing a base course for a road pavement may result in damage to the pipes and coatings of existing gas assets. Compaction limits in the vicinity of existing gas assets are summarised in **Table 13**.

Table 13 Maximum Compaction Limits

Horizontal Separation (m)	Minimum Cover to Top of Gas Asset (mm)	Compaction Limits
≤3 (Note 1)	300	Small handheld compactor only
	500	Large handheld compactor Maximum 4 tonne tandem drum static roller
	750	Maximum 8 tonne tandem drum static roller
	1200	Maximum 10 tonne tandem drum static roller subject to APA approval
>3 & ≤10	All	Maximum 8 tonne tandem drum vibrating roller
>10 & ≤15	All	Maximum 10 tonne tandem drum vibrating roller
>15	All	Any compaction method

Note 1: Compaction within 3 m of gas assets is limited to static rollers. If vibration compaction is necessary a robust vibration assessment and construction methodology signed off by an RPEQ for works in Queensland, and so on as required for other States and Territories, will need to be produced by the third party for review and approval by an APA Networks Integrity Engineer.

5.11 Blasting / Seismic Survey / Explosives

Blasting, seismic survey or the use of explosives is not permitted within 100 m of a gas asset unless explicit approval is provided by APA Networks. The size and quantity of the explosives to be used will determine how close to the pipeline blasting will be permitted. In all cases, blasting methods must be arranged to limit ground vibrations so that the peak particle velocity does not exceed acceptable limits. At no stages will blasting be permitted within 3 m of the pipeline.



5.12 Suspended Materials above Gas Assets and No Go Zones for Cranes

Where gas assets are exposed, no cranes, excavators or backhoes are permitted to carry or suspend materials directly over or across a gas asset without an APA Networks approved lifting plan and SWMS.

Outriggers must be set up outside a 3 m radius from gas assets unless otherwise approved by APA Networks in writing.

5.13 Temporary Materials

In all instances it is preferred that temporary materials (e.g. soil, shipping containers) are not stored on top of transmission pressure and critical gas assets. Temporary material must not restrict access and should be placed at least 1,500 mm from the alignment of these assets unless otherwise approved by APA Networks.

6 PART 4 - ALTERATION OF EXISTING GAS ASSETS

Where the proposed third party works do not comply with the requirements of this document, and adequate additional controls or a specialised engineering solutions cannot be developed, alteration of the existing gas assets will be required.

Gas asset alterations will only be undertaken under a Recoverable Works Agreement (**RWA**) appropriate to the scope and extent of the works required.

An Early Works Agreement (**EWA**) may also be required where works are proposed which require proving, engineering design activities or purchase of long lead items. This will allow for completion of these items prior to execution of a RWA and avoid delaying works.

If either or both these agreements are required, then APA Networks will enter negotiations with the relevant third party and any costs will be payable by that third party.



7 GLOSSARY OF TERMS AND ABBREVIATIONS

Table 14 **Glossary of Terms and Abbreviations**

Term/ Abbreviation	Meaning
AGN	Australian Gas Networks
APA	Each entity that forms part of the APA Group
APA Engineering Assessment	Covers technical assessments which may involve field integrity assessments that may or may not include the use of specialist Consultants managed by APA.
APA Networks Operated Assets	APA Networks acts as the asset operator on behalf of entities Australian Gas Networks (AGN), Allgas, APA, Origin and Queensland Nitrates (QNP) and operates in New South Wales, Northern Territory, Queensland, South Australia and Victoria.
APA Permit Issuing Officer	The APA Permit Issuing Officer is responsible for opening the Permit To Work, validating APA Networks assets have been located and being the Site Watch for works within the gas Easement or Protected Zone.
AS	Australian Standard
ASCE	American Society of Civil Engineers
ATWP	Authority to Work Permit
CTE	Coal Tar Enamel
Damage	Physical damage to and interference with APA's assets. Damage includes reducing design life, coating damage, dents, scratches, rupture, cutting of cathodic protection cables. Damage can also include potential impacts that APA pipelines can have on third party assets.
BYDA	Before You Dig Australia (previously known as Dial Before You Dig (DBYD))
DCVG	Direct Current Voltage Gradient
Depth of Cover	Vertical distance from the existing natural ground surface to the top of the buried gas asset
EPR	Earth Potential Rise
ESV	Energy Safe Victoria
EWA	Early Works Agreement

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Excavation	Excavation refers to manual digging or mechanised digging operation with plant or equipment which involves trenching and trenchless excavation. Trenchless excavation covers boring, Horizontal Directional Drilling (HDD), pipe bursting and tunnelling.
FBE	Fusion Bonded Epoxy
GIS	Geographic Information System
HBE	High Build Epoxy
HDD	Horizontal Directional Drilling
Hot Works	Hot works are defined as grinding, welding, thermal or oxygen cutting or heating, and other related heat-producing or spark-producing operations. Heat sources or hot works must not impact pipelines, taking into consideration that the ground or adjacent structures may also be capable of transmitting heat.
LFI	Low Frequency Induction
LPG	Liquefied Petroleum Gas
MAOP	Maximum Allowable Operating Pressure
Measurement Length	<p>The maximum length of pipeline route which presents an extended source of hazard on the basis that an event of failure could affect any part of the development or specific location relevant to the development.</p> <p>The maximum length corresponds to the heat radiation hazard associated with a 4.7 kW/m² heat radiation contour for an ignited full bore rupture calculated in accordance with AS/NZS 2885.6. If the pipeline is designed as a no rupture pipe, then the measurement length corresponds to a credible leak size.</p>
NDD	Non-Destructive Digging (NDD) refers to either hand digging or Non-Destructive Pot Holing using a vacuum pipe connected to a vacuum truck with either a water lance or air lance. Hydro-Vacuum Excavation consists of a water lance and vacuum truck and is used to physically prove existing assets.
OHEW	Overhead Earth Wire
PE	Polyethylene
Pipe Bursting	Pipe bursting refers to a pipe being inserted to a larger pipe that results in the larger pipe being damaged. For an example of pipe bursting, refer to the following You-Tube video: https://www.youtube.com/watch?v=HX5beh0ubGY
Pipeline Easement	The pipeline area shown on a survey plan and referenced on the property title.
Predominate Building Line	The expected predominate building line relates to the façade of the building, not necessarily the property boundary.
Protected Zone	A Protected Zone is an area extending both horizontally and longitudinally along a gas asset. It is the area where loads and/or any hot works may potentially cause damage to the gas asset.

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	The Protected Zone refers to works near APA Networks gas assets or works within the vicinity of the gas assets that may cause an unacceptable risk to the asset in accordance with Table 2 Minimum Clearances or Table 3 Minimum Clearances for Construction Works and Land Use Activities
PTW	Permit to Work
PPV	Peak Particle Velocity
PVC	Polyvinyl Chloride
QNP	Queensland Nitrates Plant
RPEQ	Registered Profession Engineer Queensland
RWA	Recoverable Works Agreement
Sensitive Use Locations	<p>This is designated as Class “S” as per AS/NZS 2885.6 Pipelines - Gas and liquid petroleum - Pipeline safety management and refers to the sub location class. Sensitive Use Location Class (S) identifies land where the consequences of a FAILURE EVENT may be increased because it is developed for use by sectors of the community who may be unable to protect themselves from the consequences of a pipeline FAILURE EVENT.</p> <p>Sensitive uses are defined as follows:</p> <ul style="list-style-type: none"> • Schools which includes colleges • Hospitals • Aged care facilities such as nursing homes, elderly people’s homes • Prisons and jails • Convalescent homes • Sheltered housing • Buildings with five or more stories • Large community and leisure facilities, large open air gatherings • Day care facilities • Other potentially difficult to evacuate facilities • Other structures as defined by relevant local councils. <p>The Sensitive Use Location Class “S” must be assigned to any section of a gas transmission pipeline where there is a sensitive development within the applicable Measurement Length.</p>

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Site Watch	<p>An APA Site Watch representative can be the Permit Issuing Officer for excavation work within a gas Easement or Protected Zone and is referred to as the primary spotter for excavation works.</p> <p>The secondary spotter is provided by the Contractor.</p> <p>The primary spotter has the ultimate decision regarding works within the gas Easement or Protected Zone which includes the method of excavation, starting and stopping excavation work.</p> <p>The APA Site Watch representative is the nominated competent person responsible for the following;</p> <ul style="list-style-type: none"> • Making themselves highly visible and everyone on the job site should be aware of the Site Watch's role; • Communication to personnel operating mobile plant and equipment ensuring minimum clearance to above and below ground assets is maintained and the construction methodology is adhered to and complies with APA Networks requirements. <p>Ensuring personnel do not encroach within the swing radius of the operating machinery.</p>
SMS	Safety Management Study
SMWS	Safe Work Method Statement used by APA or Contractors to execute field work. The risks and associated control measures risk assessments should be transferred to SWMS.
SRZ	Structural Root Zone
Structures	Structures refer to third party structures which includes, but is not limited to; temporary or permanent buildings, walls, canopies, footings, pile caps or retaining walls
Third Party	The person or entity and their agents or Contractors that propose to undertake work near APA assets.
Third Party Assets	Third Party Assets include roads, utilities and structures.
Third Party Excavation	Third Party Excavation which is not associated with APA (e.g. road works, utility installation, private development, fencing).
Third Party Works Classification	<p>The Third Party Work Classification as shown in Section 3.3 covers the following three work classifications:</p> <ol style="list-style-type: none"> 1. No Impact to gas assets 2. No Objection Under Conditions 3. Enquiry Escalated for Alteration
Transmission Pipeline	Gas transmission pipeline which includes all associated equipment such as cathodic protection, earthing grid, instrumentation and electrical cables.
Utilities	Includes water, wastewater, drainage, telecommunications cables, power poles and cables owned by individuals or organisations other than APA Networks.
Voltage	<p>Difference of potential normally between conductors or between conductors and earth as follows:</p> <ol style="list-style-type: none"> a) Extra-low voltage – Not exceeding 50V a.c. or 120 V ripple-free d.c. b) Low voltage – Exceeding extra-low voltage, but not exceeding 1000 V a.c. or 1500 V d.c.



	c) High voltage – Exceeding low voltage.
Works	The development of any type of buildings, structures and other obstructions (including residential buildings, pools, sheds, carports, major developments, transport infrastructure, services, stockpiles, trees), and any work that causes changes to the ground (including movement of heavy vehicles, blasting, tunnelling, pile driving, ground compaction, earthworks, open and trenchless excavations)

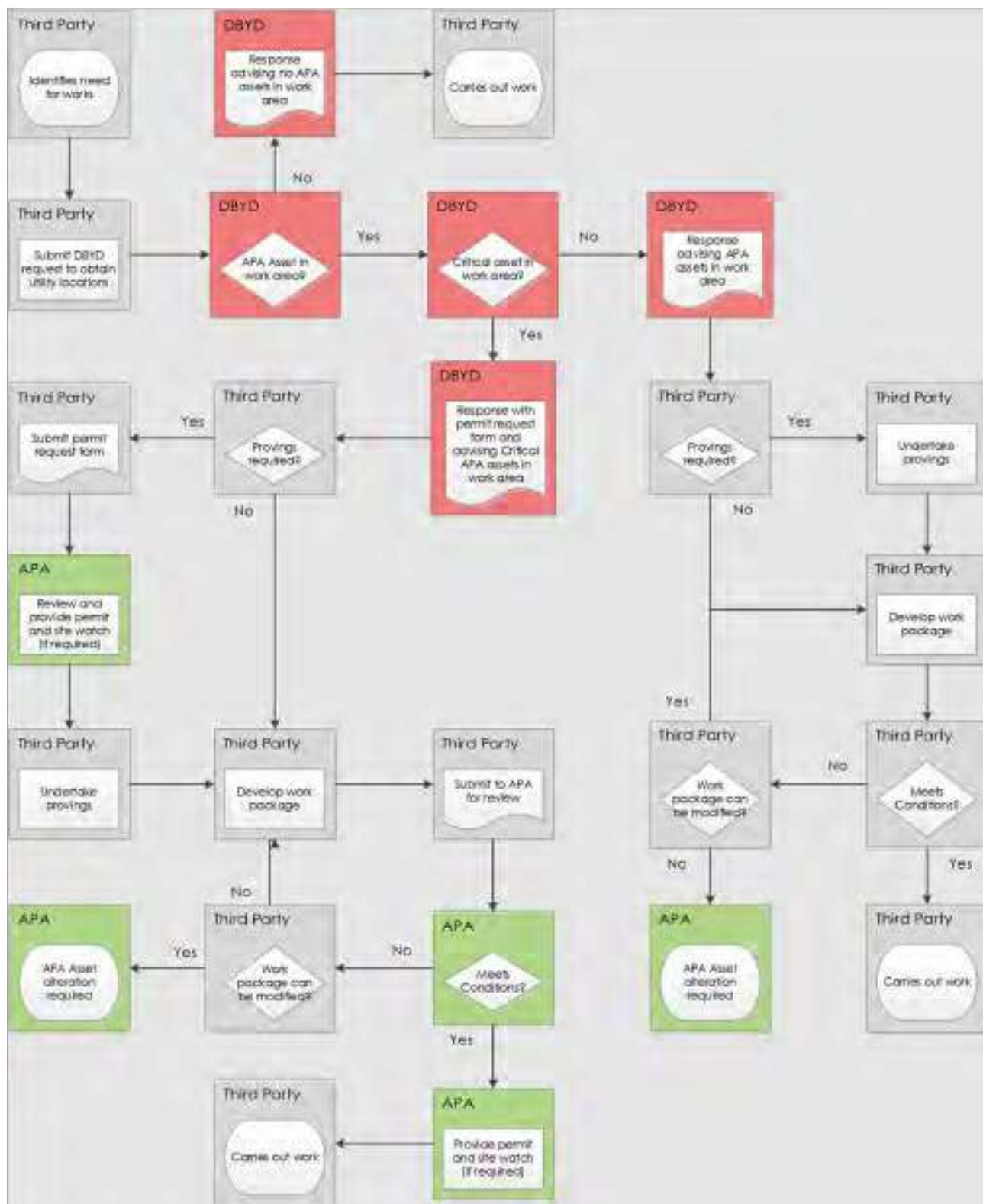


8 DOCUMENT REFERENCES

Table 15 Document References

External Standards	
API RP 1102	Steel Pipeline Crossing Railroads and Highways
AS 2832.1	Cathodic protection of metals: Pipes and cables
AS 2885.0	Pipelines – Gas and liquid petroleum: General requirements
AS/NZS 2885.1	Pipelines – Gas and liquid petroleum: Design and Construction
AS/NZS 2885.2	Pipelines – Gas and liquid petroleum: Welding
AS 2885.3	Pipelines – Gas and liquid petroleum: Operations and Maintenance
AS 2885.5	Pipelines – Gas and liquid petroleum: Field Pressure Testing
AS/NZS 2885.6	Pipelines – Gas and liquid petroleum: Pipeline safety management
AS/NZS 4645.1	Gas Distribution Networks - Network Management
AS/NZS 4645.2	Gas Distribution Networks - Steel Pipe Systems
AS/NZS 4645.3	Gas Distribution Networks - Plastics Pipe Systems
AS 4799	Installation of Underground Utility Services and Pipelines Within Railway Boundaries
AS 4827.1	Coating defect surveys for buried pipelines Part 1: Direct current voltage gradient (DCVG)
AS/NZS 4853	Electrical Hazards on Metallic Pipelines
AS 4970	Protection of trees on development sites
Standard Policies, Procedures, Specifications, Guidelines, Forms and Templates	
400-SP-L-0002	Networks Bedding Material Specification
400-PR-L-0003	Encroachment and Land Use Change SMS Trigger Procedure

APPENDIX A GENERAL DBYD RESPONSE PROCESS



Job ID 50809775

Brisbane City Council

Referral

258897087

Member Phone

(07) 3403 8888

Responses from this member

Response received Fri 1 Aug 2025 4.21pm

File name	Page
Response Body	57
ASSET 258897087.pdf	58

Attention: Kate Wolyncevic

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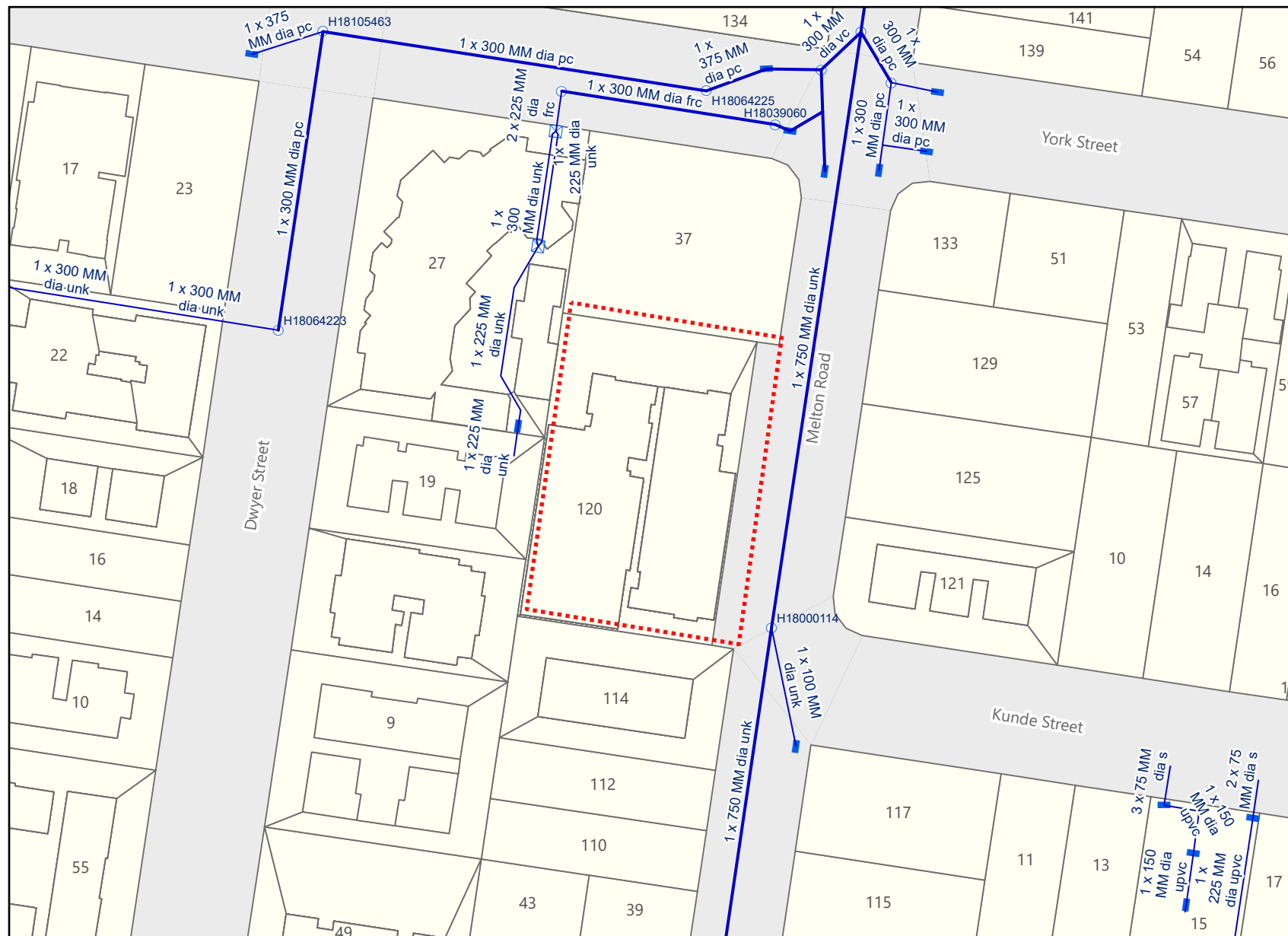
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Kind regards,

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Legend

- - - BYDA Enquiry
- Stormwater Network**
 - Stormwater Drain
 - Stormwater Gully / Roofwater Connection
 - Stormwater Maintenance Hole
 - Stormwater Gully Pit
 - ⊠ Stormwater Field Inlet

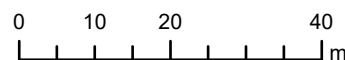
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 01/08/25 (valid for 30 days)



Scale 1:1,000



Plans generated by
 SmarterWX™ Automate

Job ID 50809775

Energex QLD

Referral

258897088

Member Phone

13 12 53

Responses from this member

Response received Fri 1 Aug 2025 4.32pm

File name	Page
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Energex BYDA Terms and Conditions.pdf	66
Working Near Overhead and Underground Electric Lines.pdf	71

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.

The attached Plan details ENERGEX's Assets in relation to Your nominated search area.

Ensure You read and understand the important notes outlined below.

You:

Kate Wolyncevic

BYDA Enquiry No:

258897088

Company:

Conveyancing Connection

Date of Response:

01 Aug 2025

Search Location:

122 Melton Road
Nundah,
QLD 4012

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 Assets by use of an electronic cable locator followed by careful, non-mechanical excavation (i.e. 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 underground Assets caused by works pursuant to or in any way connected with this BYDA Request.

8. In addition to underground cables marked on attached plan, there could be underground earth conductors, underground substation earth conductors, Multiple Earthed Networks (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 by using the "Find a locator" option available within the BYDA enquiry response 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 should 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 \(2021\)](#)

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 \(for PDF files\)](#)



BYDA

Sequence: 258897088
Date: 01/08/2025

Scale: 1:1025
Tile No: **OVERVIEW**

CAUTION - HIGH VOLTAGE

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.



BYDA

Sequence: 258897088
Date: 01/08/2025
Scale: 1:500
Tile No: **Tile No: 1**

CAUTION - HIGH VOLTAGE

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.



BYDA

Sequence: 258897088
Date: 01/08/2025
Scale: 1:500
Tile No: **Tile No: 2**

CAUTION - HIGH
VOLTAGE

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.



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

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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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E: byda@energvyq.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.

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



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.

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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)

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ABN: 40 078 849 055





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](#)

PROCEDURE / INSTRUCTIONS**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.

PROCEDURE / INSTRUCTIONS

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.

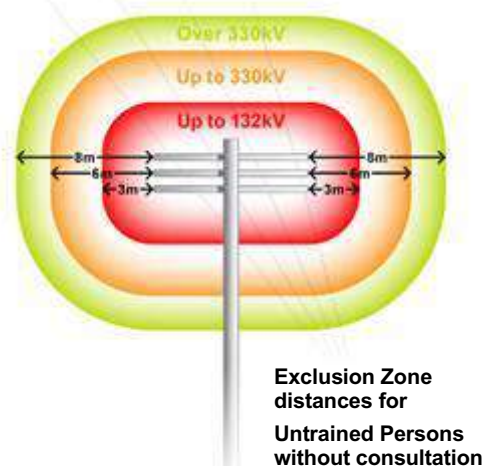
1.2.2 Exclusion Zones

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.



PROCEDURE / INSTRUCTIONS**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

PROCEDURE / INSTRUCTIONS

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>

PROCEDURE / INSTRUCTIONS**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.

PROCEDURE / INSTRUCTIONS

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.

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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).

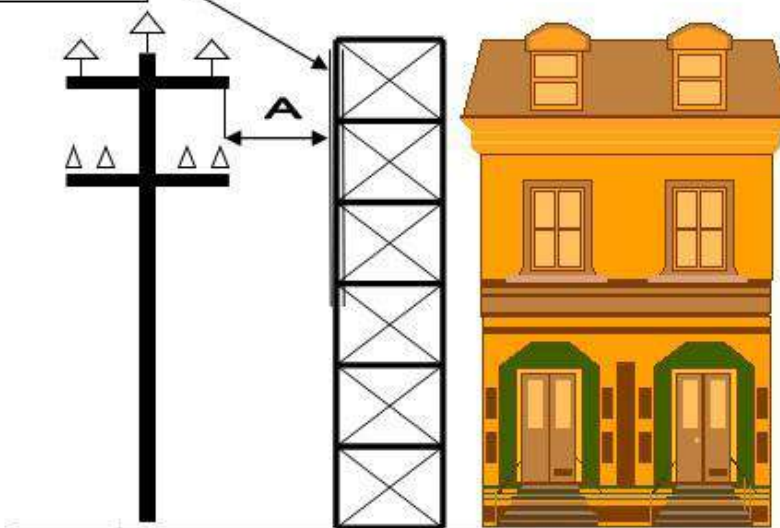
Minimum statutory clearances from nearby overhead electric lines for scaffolding erected with barriers affixed.

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.

PROCEDURE / INSTRUCTIONS

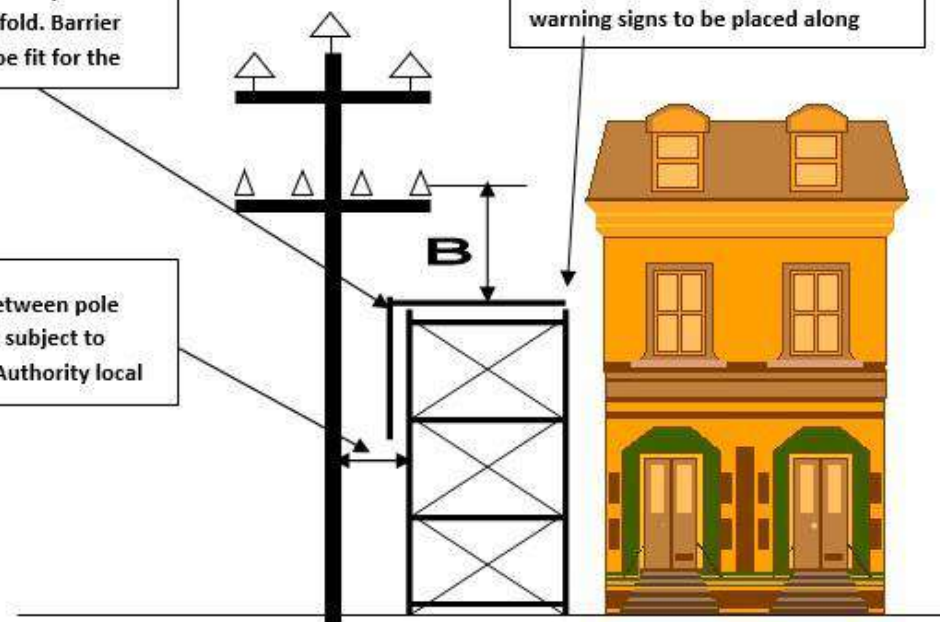
Barrier fixed securely to the face of the scaffold. Barrier material must be fit for the intended purpose.



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



PROCEDURE / INSTRUCTIONS**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.

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- 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.

PROCEDURE / INSTRUCTIONS**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.

PROCEDURE / INSTRUCTIONS

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	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.

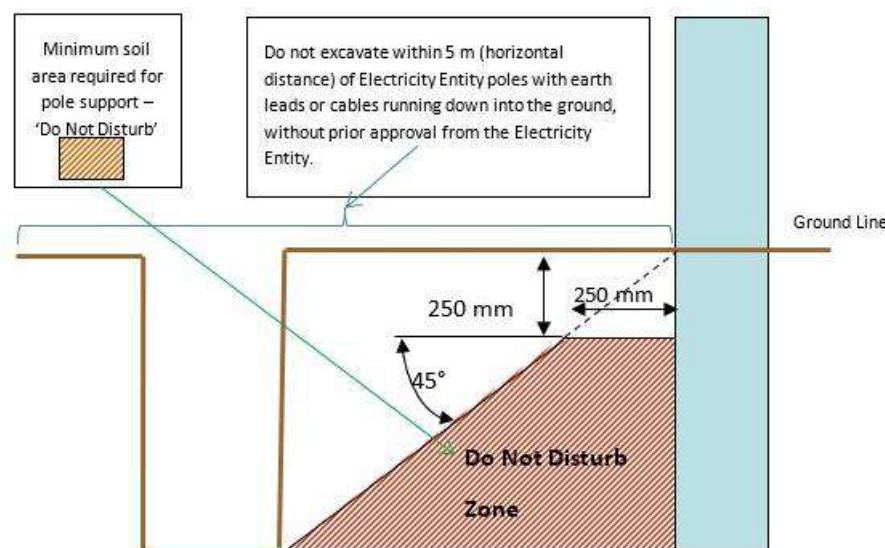


Figure 1 - Do Not Disturb Zone requirements when excavating near poles

PROCEDURE / INSTRUCTIONS

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.

PROCEDURE / INSTRUCTIONS**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).

PROCEDURE / INSTRUCTIONS**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.

PROCEDURE / INSTRUCTIONS**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.

PROCEDURE / INSTRUCTIONS**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

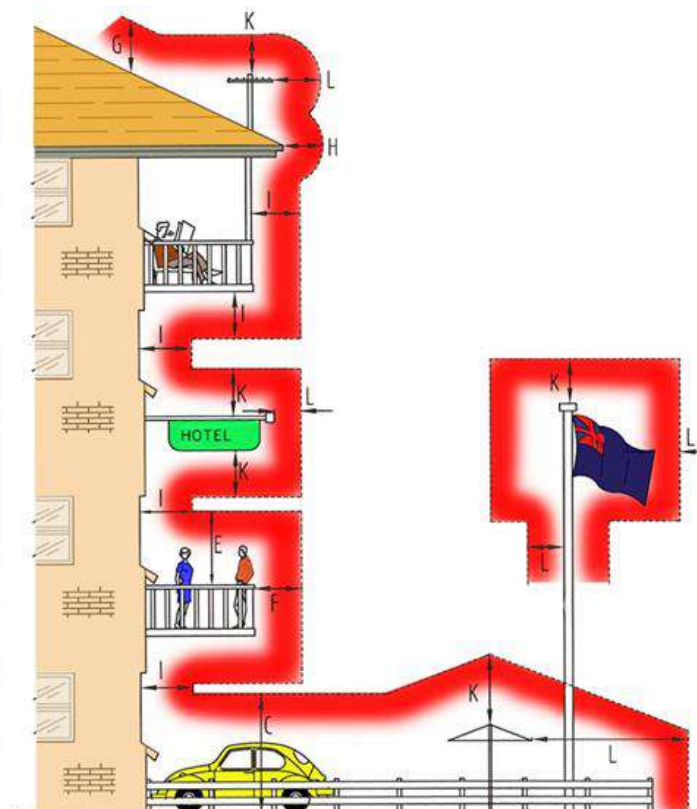
A	Crossing the carriageway, roadway	VERTICALLY	5.5m	5.5m	6.7m
A1	Designated "Over Dimension Routes"	VERTICALLY	7.0m	7.0m	7.5m
B	At other positions, footpath	VERTICALLY	5.5m	5.5m	5.5m
C	Other than roads but trafficable	VERTICALLY	5.5m	5.5m	5.5m
C1	Areas totally inaccessible to traffic or mobile machinery	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.

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Job ID 50809775

National Fire Ant Eradication Program

Referral
258897091

Member Phone
-

Responses from this member

Response received Fri 1 Aug 2025 4.21pm

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BYDA members

Your property and/or business is located in the [fire ant suppression treatment area](#). You're legally required to follow your biosecurity requirements and understand how you can help prevent the spread of fire ants.

Fire ants are a super pest, threatening Australia's health, environment, economy, and outdoor way of life. Eradicating them is a national priority, with all states, territories, and the Australian Government committed to the National Fire Ant Eradication Program (NFAEP) – the world's largest ant eradication effort.

[Fire ant biosecurity zones](#) are essential for containing and controlling fire ants in the suppression treatment area until the NFAEP eradication treatment reaches the area. Suppression efforts focus on reducing nest numbers, limiting spread, and preparing for eradication treatment. This includes self-treatment, containment, and prevention to minimise the impact of these pests.

Strict rules for managing soil, including fill, clay, and scrapings within the zones, are outlined in the [Biosecurity Regulation 2016](#) and [Soil movement guidelines](#) under the [Biosecurity Act 2014 \(Qld\)](#).

Materials that can carry fire ants

Here's what you need to know, whether you're a resident or a business, and how to manage [materials that can carry fire ants](#) like soil, baled materials, mulch, manure, quarry products, turf, and potted plants.

For residents:

- [look for](#) and [report](#) any suspect fire ants or nests within 24 hours
- ensure any materials you buy within the fire ant biosecurity zones are handled using fire ant-safe practices
- use the NFAEP's [Material movement advice tool](#)
- apply Australian Pesticides and Veterinary Medicines Authority approved fire ant treatment products to areas before starting any excavation work
- keep records for up to 2 years of your fire ant management actions.

For businesses:

If your business handles materials, you must follow these requirements:

- **[Look for and report](#):** inspect your site regularly, especially high-risk areas. Sightings of suspect fire ants and nests must be reported within 24 hours to the NFAEP, either [online](#) or by calling **132 ANT** (13 22 68). [Fire ant training](#) is recommended.
- **Fire ant-safe practices:** ensure materials are processed, stored, treated, and transported in compliance with the [Biosecurity Regulation 2016](#). Use the NFAEP's [Fire ant compliance tool](#).
 - **Handling soil:** [fire ant nests](#) are often found within the top metre of soil. After excavation, replace or keep this top layer separate from other soil being moved. It should stay on-site or be taken to a waste facility within the [fire ant biosecurity zones](#) (restrictions apply). Avoid this method in areas with loamy or sandy soil, as nests may extend deeper.
 - **Disturbance and storing:** before moving untreated soil off-site, disturb it using machinery – turning, crushing, washing, or screening. Disturb stockpiles every 21 days and 24 hours before movement.
 - **Treatment:** look for and report any suspect nests immediately. Mark them so workers on-site know their locations. Treat or engage a licensed pest manager to carry out broadscale fire ant treatment and/or nest treatment before excavation continues. No live fire ants must leave the site.
 - **Recordkeeping:** keep a written record of all activities, including chemical treatments and disturbance actions, for at least 2 years.

Soil movement

Soil can be transported between or outside fire ant biosecurity zones if you follow these measures:

- Movements within the same zone or between zone 1 to zone 2 must follow the [Soil movement guidelines](#).
- A biosecurity instrument permit (BIP) is required to:
 - move soil from any zone to outside the zone
 - move soil from zone 2 to zone 1
 - move soil when none of the approved options allow to your situation.

Other biosecurity measures

In addition to managing soil movement, there are further biosecurity measures you, your business, and employees can take to support the eradication of fire ants:

- Fire ant training – the NFAEP offers free online [training and tools](#) for residents, primary producers, worksites, and pest managers. These resources help you identify, treat, and prevent fire ant spread. Proactive training is a cost-effective risk mitigation strategy and can help you avoid penalties for breaching your [general biosecurity obligation](#).
- Health and safety – fire ants can have devastating impacts, including inflicting [painful, fiery stings](#), which can trigger a severe allergic reaction in humans. If you're digging or starting work, please wear personal protective equipment, including a long-sleeve shirt, long pants, boots, and gloves.

Eradicating fire ants is a shared responsibility. We all play a role in eradicating fire ants from Queensland, and ultimately Australia, by 2032.

Visit fireants.org.au or call 13 22 68 for more information.

Job ID 50809775

NBN Co Qld

Referral

258897085

Member Phone

1800 687 626

Responses from this member

Response received Fri 1 Aug 2025 4.23pm

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Response Body	103
Disclaimer_258897085_20250801_062258031398.pdf	104
4678_NBN_Dial_Before_You_Dig_Poster_20170517.pdf	108
258897085_20250801_062258031398_1.pdf	110

Hi Kate Wolyncevic,

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: Kate Wolyncevic
Phone: Not Supplied
Fax: Not Supplied
Email: info@conveyconnect.com

Before You Dig Australia Job #:	50809775	
Sequence #	258897085	
Issue Date:	01/08/2025	
Location:	122 Melton Road , Nundah , QLD , 4012	

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: 01/08/2025

This document is provided for information purposes only. This document is subject to the information classification set out on this page. If no information classification has been included, this document must be treated as UNCLASSIFIED, SENSITIVE and must not be disclosed other than with the consent of nbn co. The recipient (including third parties) must make and rely on their own inquiries as to the currency, accuracy and completeness of the information contained herein and must not use this document other than with the consent of nbn co.

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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.



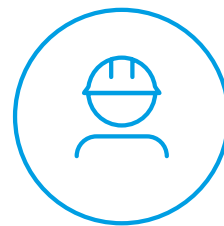
Plan: Plan your job by ensuring the plans received are current and apply to the work to be performed. Also check for any visual cues that may indicate the presence of services not covered in the DBYD plans.



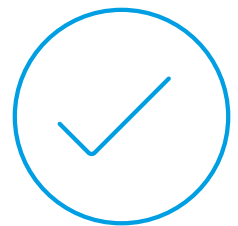
Prepare: Prepare for your job by engaging a DBYD Certified Plant Locator to help interpret plans and identify on-site assets. Contact **nbn** should you require further assistance.



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.

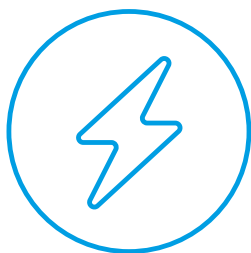


Protect: Protecting and supporting the exposed **nbn** underground asset is the responsibility of the worker. Exclusion zones for **nbn** assets are clearly stated in the plan and appropriate controls must be implemented to ensure that encroachment into the exclusion zone by machinery or activities with the potential to damage the asset is prevented.

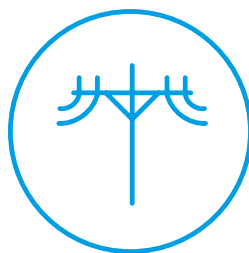


Proceed: Proceed only when the appropriate planning, preparation, potholing and protective measures are in place.

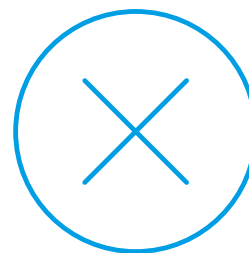
Working near **nbn**[™] cables



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.

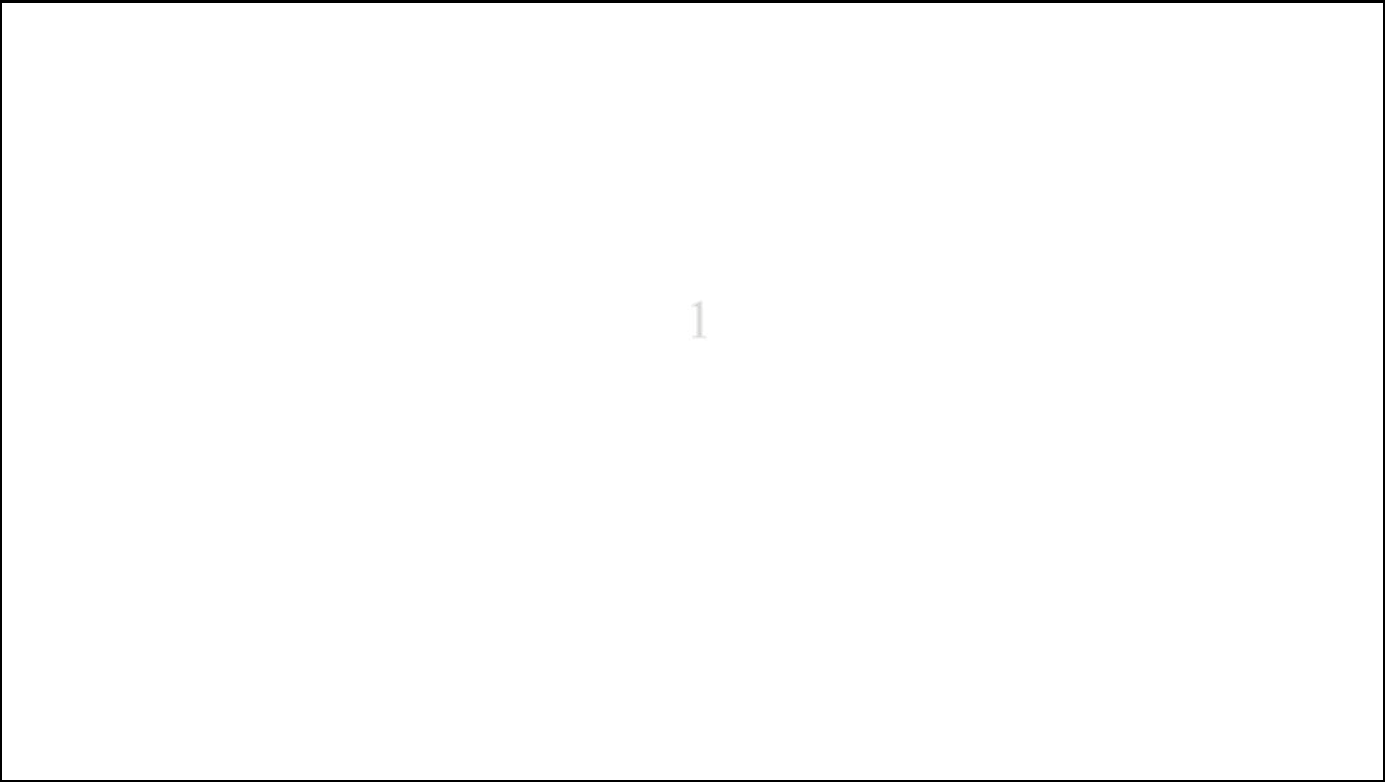
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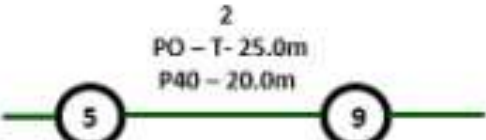








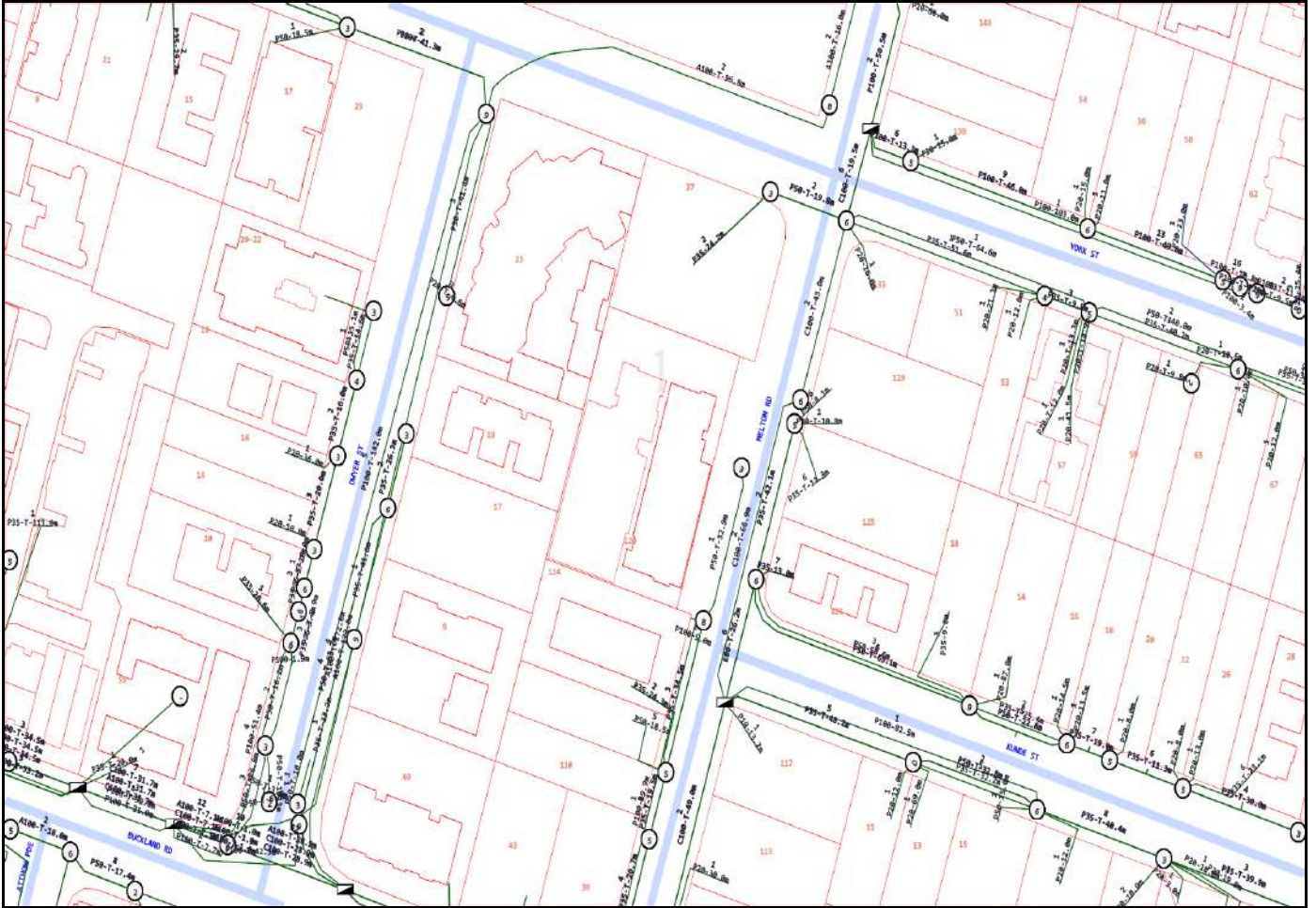
To: Kate Wolyncevic
Phone: Not Supplied
Fax: Not Supplied
Email: info@conveyconnect.com

Dial before you dig Job #:	50809775	
Sequence #	258897085	
Issue Date:	01/08/2025	
Location:	122 Melton Road , Nundah , QLD , 4012	

Indicative Plans are tiled below to demonstrate how to layout and read nbn asset plans



	<div data-bbox="1123 353 1453 479">  </div> <div data-bbox="671 421 887 472"> <h1>LEGEND</h1> </div>
	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"
<div data-bbox="331 1899 411 1944"> Scale </div>	<div data-bbox="655 1854 1251 1989"> 0 20 40 60 Meters 1:2000 1 cm equals 20 m </div> 



Emergency Contacts

You must immediately report any damage to the **nbn™** network that you are/become aware of. Notification may be by telephone - 1800 626 329.

Job ID 50809775

Optus and or Uecomm Qld

Referral
258897086

Member Phone
1800 505 777

Responses from this member

Response received Fri 1 Aug 2025 6.08pm

File name	Page
Response Body	114
258897086 - Optus Response Letter.pdf	115
258897086 - Optus Plan.pdf	126

Optus - Before You Dig Australia - REFERRAL NOTIFICATION

This referral has been successfully processed by Optus and the results are contained in the attached files.

Notice: Please DO NOT REPLY TO THIS EMAIL as it has been automatically generated and replies are not monitored.

If you have any queries or attachments missing please contact:

Network Operations Centre
1 Lyonpark Road,
Macquarie Park, NSW 2113
Ph: 1800 505 777
Fax: 1300 307 035

You will require Adobe Reader to view attachments.

<http://www.adobe.com/downloads/>

We thank you for your enquiry and appreciate your continued use of the “Before You Dig Australia Service” Asset Analysis Service. If you require further information in relation to Optus and/or Uemcomm cables please contact Optus on above.

This reply relates only to the location indicated above and is valid for 30 days from the sent date. Where additional works are planned that have not been specified within this reply, Optus require that an additional enquiry be submitted to Before You Dig Australia enquiry Service: <http://www.byda.com.au>

In the case of no additional location request being submitted, Optus will hold the relevant party responsible for any damage to Optus and/or Uecomm plant and all expenses incurred by Optus as a result of asset damage.

This e-mail may contain confidential information. If you are not the intended recipient, please notify Network Operations Centre immediately and delete this e-mail from your system. You must not disclose this e-mail to anyone without express permission from the sender. The contents of all e-mails sent to and received from Optus may be scanned, stored, or disclosed to others at Optus' discretion.



Optus Contract Management Team
Unit 9, 677 Springvale Road
Mulgrave, Victoria, 3178

Date: 01 Aug 2025
To: Kate Wolyncevic
Company: Conveyancing Connection
Address: 82 Eagle Street
Brisbane City, QLD 4000

ENQUIRY DETAILS

Location: 122 Melton Road, Nundah, QLD 4012
Sequence No.: 258897086
BYDA Reference: 50809775

In relation to your enquiry concerning the above location, Optus advises as follows:

Optus records indicate that there ARE underground Optus FIBRE OPTIC TELECOMMUNICATIONS ASSETS in the vicinity of the above location as per the attached drawing(s).

PLEASE NOTE that any interference with these assets may be considered an offence under the Criminal Code Act 1995 (Cth). Optus reserves the right to seek compensation for loss or damage to its assets including consequential loss.

This reply is valid for a period of 30 days from the date above.

IMPORTANT INFORMATION

Asset location drawings provided by Optus are reference diagrams and are provided as a guide only. The completeness of the information in these drawings cannot be guaranteed. Exact ground cover and alignments cannot be provided with any certainty as these may have altered over time. Depths of telecommunications assets vary considerably as do alignments. It is essential to identify the location of any Optus assets in the vicinity prior to engaging in any works.

All Optus assets in the vicinity of any planned works will need to be electronically located to ascertain their general location. Depending on the scope of planned works in the vicinity, the assets may also need to be physically located.

YOU MUST ENGAGE THE SERVICES OF ONE OF THE OPTUS ASSET ACCREDITED LOCATORS TO CARRY OUT ASSET LOCATION (REFER LIST OF ACCREDITED LOCATORS AT THE END OF THIS OPTUS RESPONSE).

Unless otherwise agreed with Optus, where an on-site asset location is required, the requestor is responsible for all costs associated with the locating service including (where required) physically exposing the Optus asset.

DUTY OF CARE

When working in the vicinity of telecommunications assets you have a legal "Duty of Care" and non-interference that must be observed.

It is your responsibility as the requesting party (as a landowner or any other party involved in the planned works) to design for minimal impact to any existing Optus asset. Optus can assist at the design stage through consultation.

It is also your, as the requesting party (or your representative's), responsibility to:

- Obtain location drawings (through the Before You Dig Australia process) of any existing Optus assets at a reasonable time before any planned works begin;
- Have an Optus Accredited Asset Locator identify the general location of the Optus asset and physically locate the asset where planned works may encroach on its alignment; and
- Contact Optus for further advice where requested to do so by this letter.

DAMAGE TO ANY OPTUS ASSET MUST BE REPORTED TO 1800 505 777 IMMEDIATELY

You, your head contractor, and any relevant subcontractor are all responsible for any Optus asset damage as a result of planned activities in the vicinity of Optus assets.

This applies where works commence prior to obtaining Optus drawings, where there is failure to follow instructions or during any construction activities.

Optus reserves the right to recover compensation for loss or damage to its assets including consequential loss. Also, you, your head contractor and any relevant subcontractor may also be liable for prosecution under the Criminal Code Act 1995 (Cth).

ASSET RELOCATIONS

You are not permitted by law to relocate, alter or interfere with any Optus asset under any circumstance. Any unauthorised interference with an Optus asset may lead to prosecution under the Criminal Code Act 1995 (Cth). Enquiries relating to the relocation of Optus assets must be referred to the relevant Optus Damages and Relocations Team (refer to "FURTHER ASSISTANCE").

APPROACH DISTANCES

On receipt of Optus asset location drawings and prior to commencing any planned works near an Optus asset, engage an Optus Accredited Locator to undertake a general location of the Optus asset.

Physical location of the Optus asset by an Optus Accredited Locator will also be required where planned works are within the following approach distances of the general location of the Optus asset:

- In built up metropolitan areas where road and footpaths are well defined by kerbs or other features a minimum clear distance of 1 meter must be maintained from the general location of the Optus asset.
- In non-established or unformed metropolitan areas, a minimum clear distance of 3 meters must be maintained from the general location of the Optus asset.
- In country or rural areas where wider variations may exist between the general and actual location of an Optus asset may exist, then a minimum clear distance of 5 meters must be maintained from the general location of the Optus asset.

If planned works are parallel to the Optus asset, then the Optus asset must be physically located by an Optus Accredited Locator at a minimum of 5 meter intervals along the length of the parallel works prior to work commencing.

Under no circumstances is crossing of any Optus asset permitted without physical location of the asset being carried out by an Optus Accredited Locator. Depending on the asset involved an Optus representative may be required onsite.

The minimum clearances to the physical location of Optus assets for the following specific types of works must be maintained at all times.

Note: Where the clearances in the following table cannot be maintained or where the type of work differs from those listed then advice must be sought from the relevant Optus Damages and Relocations Team (refer to "FURTHER ASSISTANCE").

Type of Works	Clearance to Physical Location of Optus Asset
Jackhammers / Pneumatic Breakers	Not within 1 meter.
Light duty Vibrating Plate or Wacker Packer type compactors (not heavy road construction vibrating rollers etc.)	500mm compact clearance cover before a light duty compactor can be used over any Optus conduit. No compaction permitted over Optus direct buried cable without prior approval from Optus.
Boring Equipment (in-line, horizontal and vertical)	Not within 5 meters parallel of the Optus asset location without an Accredited Optus Asset Locator physically exposing the Optus asset and with an Optus representative onsite. Not to cross the Optus asset without an Accredited Optus Asset Locator physically exposing the Optus asset and with an Optus representative onsite.

Type of Works	Clearance to Physical Location of Optus Asset
Heavy vehicle Traffic (over 3 tonnes)	Not to be driven across Optus conduits with less than 600mm of cover. Not to be driven across Optus direct buried cable with less than 1.2 meters of cover. Once off crossings permitted, multiple crossing (e.g. road construction or logging) will require Optus approval. Accredited Optus Asset Locator to physically expose the Optus asset to verify actual depth.
Mechanical Excavators, Farm Ploughing, Vertical Hole installation for water bore or fencing etc.	Not within 1 meter. Accredited Optus Asset Locator to physically expose the Optus asset to verify actual location.

ASSET CLEARANCES AFTER COMPLETION OF WORKS

All Optus pits and manholes must be a minimum of 1 meter from the back of any kerb, 3.5 meters of the road surface without a kerb or not within 15 meters of street intersection.

In urban areas Optus conduit must have the following minimum depth of cover:

- Footway 600mm;
- Roadway 1 meter at drain invert and at road centre crown.

In rural areas Optus conduit must have a minimum depth of cover of 1 meter and direct buried cable 1.2 meters.

In cases where it is considered that the above clearances cannot be maintained at the completion of works, advice must be sought from the relevant Optus Damages and Relocations Team (refer "Further Assistance").

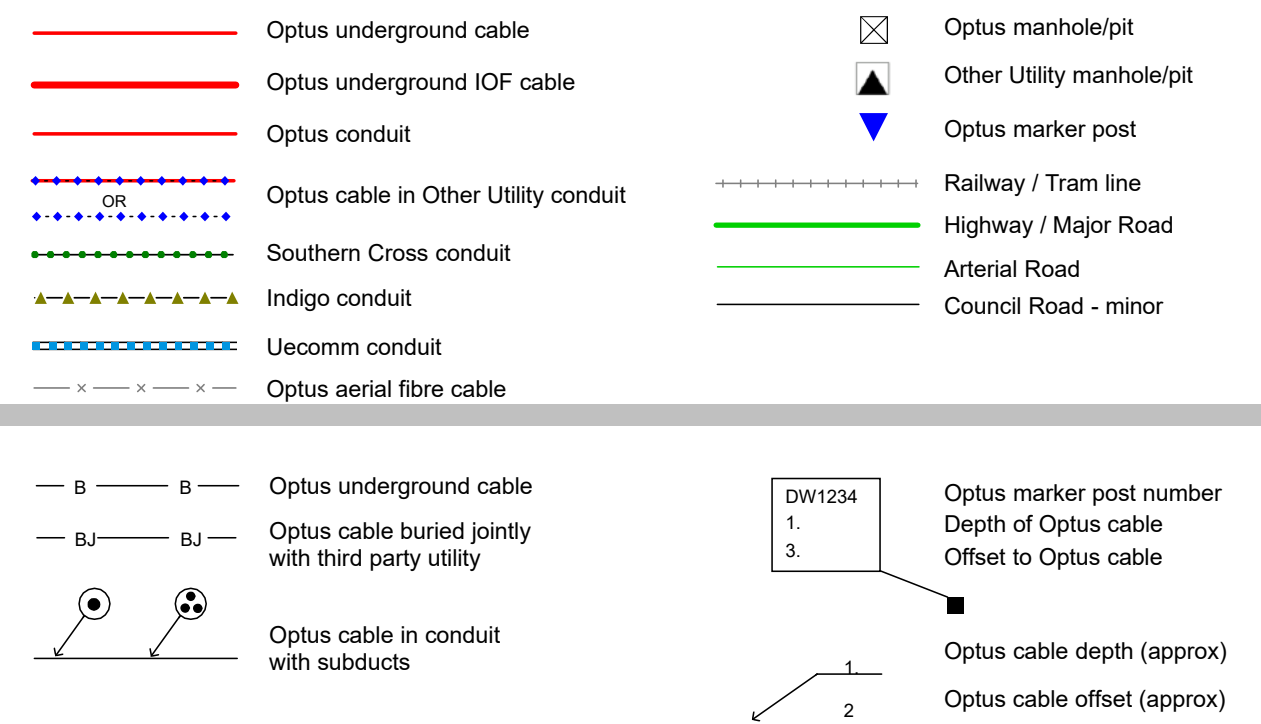
FURTHER ASSISTANCE

Further assistance on asset clearances, protection works, or relocation requirements can be obtained by contacting the relevant Optus Damages and Relocations Team on the following email address:

NFODamages&RelocationsDropbox@optus.com.au

Further assistance relating to asset location drawings etc. can be obtained by contacting the Optus Network Operations Asset Analysis Team on 1800 505 777.

OPTUS ENGINEERING DRAWING SYMBOLS



Optus underground cable

Optus cable buried jointly with third party utility

Optus cable in conduit with subducts

DW1234

1.

3.

Optus marker post number
Depth of Optus cable
Offset to Optus cable

Optus cable depth (approx)

Optus cable offset (approx)

Optus – Before You Dig Australia Response – V16.2

Page 3 of 11



Optus Accredited Asset Locators

Name	Company Name	Phone	Email	State	Region/Service Area
Drew Misko	Australian Subsurface Pty Ltd	0427 879 600	admin@australiansubsurface.com	ALL	ALL
Andrew Watson	Subsurface Mapping Solutions Pty Ltd	0408 839 723	admin@subsurfacems.com.au	ALL (Not TAS)	South East QLD + Aus wide
Chris Gordon	Heavy Construction Solutions	1300 859 027	chris.gordon@heavycs.com.au	VIC,NSW,QLD,SA TAS	All
Alan Cordner	Alcom Fibre Services Pty Ltd	0400 300 337	alcomfibre@bigpond.com	NSW	Sydney, NSW
Daniel Rogers	D&D Rogers Pty Ltd T/as Bradmac Locating Services	0407662605	info@bradmaclocating.com.au	NSW	Sydney and surrounds
Shane Buckley	Cable & Pipe Locations Pty Ltd	0408730430	shane@cableandpipelocations.com.au	NSW	North Coast , Mid North Coast, Central West, Northern Rivers
Annabelle Pegler	Down Under Detection Services (DUDS)	0418 267 964	apegler@duds.net.au	NSW	All
George Koenig	Downunder Locations	0438243856	downunderlocations@gmail.com	NSW	Tweed Heads/Gold Coast
Michael Grant	M&K Grant Bega Bobcats Pty Ltd	0427 260 423	zzbobcat@bigpond.net.au	NSW	Bega, Far South Coast
Antony Critcher	Geotrace Australia Pty Ltd	0417 147 945	antony@geotrace.com.au	NSW	All Areas, Sydney, Wollongong, Newcastle, ACT
Sarah Martin	Hydro Digga	0447 774 000	admin@hydrodigga.com	NSW	Mid North Coast
Nathan Ellis	Utility Locating Services	0404 087 555	nathan@uls.com.au	NSW	Sydney
Scott O'Malley	Coastal Cable Locators Pty Ltd	0427 975 777	skomalley@bigpond.com	NSW	South Coast- Snowy Mountains- Southern Highlands
Liam Bolger	Brandon Construction Services	0438 044 008	liam.bolger@hotmail.com	NSW	Sydney
Laura Elvery	Durkin Construction Pty Ltd	02 9712 0308	info@durkin.au	NSW	NSW
Shireen Sidhu	Locate & Map	(02) 8753 0049	admin@locateandmap.com.au	NSW	Sydney & Regional NSW only

Ken Browne	Riteway Traffic Control Pty Ltd	0419 212 969	kbrowne@ritewaytc.com.au	NSW	Central Coast, Hunter
Jean-Max Monty	Civilscan	1300 575 488	info@civilscan.com.au	NSW	Sydney, Central Coast, Hunter, Blue Mountains, Southern Highlands, Illawarra
Scott Hunter	Hunter Ground Search	0409327345	admin@hunter-groundsearch.net.au	NSW	Hunter, Upper Hunter, Central Coast, Newcastle
Damien Black	Mid North Coast Hydro Digging & Service Locating P/L	0418 409 465	djblack1@bigpond.com	NSW	Mid North Coast
Michael Nicholls	Utility Mapping NSW	1300 627 746	sydney@utilitymapping.com.au	NSW	All NSW
Joseph Restuccia	ProLocate	0415 633 393	joe.restuccia@prolocate.com.au	NSW	NSW Wide
Barry Maloney	Online Pipe & Cable Locating	1300 665 384	Office@onlinepipe.com.au	NSW	Sydney, Central Coast, Canberra, Wollongong, Newcastle
Sam Romano	Locating Services	0403 065 510	sam.romano@locatingservices.com.au	NSW	NSW All
Scott Allison	Crux Surveying Australia	02 9540 9940	sydneyoffice@cruxsurveying.com.au	NSW	Sydney Metro & Surrounding Areas
Donna Wullaert	Commence Communications Pty Ltd	02 6226 3869	admin@commencecomms.com.au	NSW	Canberra/ Yass / Bungendore/ Goulburn and surrounding regional areas
Grant Pearson	Warrabinya Services	0423 651 615	grant@warrabinya.com.au	NSW	Greater Sydney region
Stephen Fraser	Advanced Ground Locations	(02) 4930 3195	steve_agl@hotmail.com	NSW	Newcastle, Hunter Valley, Central Coast, Taree & Surrounding Areas
Andrew Findlay/ Anthony Hart	LiveLocates	1300 517 062	info@livelocates.com.au	NSW/ACT	South Coast NSW, ACT, Snowy Mountains , Snowy Valley
Mark Smith	Armidale Electrical	02 6772 3702	office@armidale-electrical.com.au	NSW	New England/Northwest
Samantha Guptill	Australian Locating Services	1300 761 545	admin@locating.com.au	NSW	All NSW
Clay Laneyrie	Laneyrie Electrical	0411142627	bindy@laneyrieelectrical.com.au	NSW	Illawarra, South Coast, Shoalhaven, Southern Highlands
Reece Gainsford	East Coast Locating Services	0431 193 111	admin@eastcoastlocatingservices.com.au	NSW	Newcastle/Maitland/ Hunter / Sydney / Central Coast / upper hunter / Port Stephens
Jason Vane	Smartscan Locators PTY Ltd	1300 778 923	Admin@sslocators.com.au	NSW	Sydney
Alex Farcash	Newcastle Locating Services Pty Ltd	0410698599	Admin@newcastlelocatingservices.com.au	NSW	Newcastle, Hunter Valley, Central Coast, Taree & Surrounding Areas

Amer El Chami	Site Scan Pty Ltd	0449 992 520	office@sitescan.net.au	NSW	All NSW
Ian Brown	A1 Locate Services	0400 484 828	Ian.brown@a1locate.com.au	NSW	All NSW
Paul Wallis	Beveridge Williams	0431 458 878	wallisp@bevwill.com.au	NSW	NSW Wide
Cameron Handley	Wombat Underground Services	0407477038	accounts@wombatunderground-services.com.au	NSW	ALL
Samantha Cupido	Geoscope Utility Detection Services Pty Ltd	1300 750 350	info@geoscopelocating.com.au	NSW	All regions
Laurence Mead	Astrea Pty Ltd	1300 009 346	admin@astrea.com.au	NSW	Sydney Only
Braydon Greenwood	City Coast Services	0422432813	braydon.greenwood@live.com.au	NSW	NSW
Jim Morrison	Absolute Utilities Pty Ltd	0429 496 375	jim@absoluteutilities.com.au	NSW	Mid North Coast
Declan Dowd	Dowds Pipe And Cable Locating	0434 635 134	accounts@pipeandcable.com.au	NSW	Sydney/Wollongong
Nicholas Schneider	Subsurface Utility Solutions	0421157372	nick@subsurf.com.au	NSW	Sydney only
Ricky Evans	Riverina Cable Locating	0411444980	ricky@riverinacablelocating.com.au	NSW	Riverina, Murray
Adrian Ruane	Road and Rail Excavations Pty Ltd	0414 594 063	cody@roadandrailexcavations.com.au	NSW	Sydney only
Billy Cameron	Locate Down Under Pty Ltd	0431275034	info@locatedownunder.com.au	NSW	Central Coast/ Sydney
Daniel Hudson	Geosurv Locating Pty Ltd	1300 554 675	dan@geosurv.com.au	NSW	Sydney only
Roneel Chand	JDG Civil	0416506891	sadhunaam@gmail.com	NSW	Sydney only
Tim Briggs	Deetect Locating Services	0414630852	deetect.locating@outlook.com	NSW	ACT / NSW
Sean Ferriter	Utech Solutions Pty Ltd	1300 427 614	seanf@vaughancivil.com.au	NSW	Sydney only
Mark Restuccia	Direct Connect Locating PTY LTD	0400507690	info@dclocating.com.au	NSW	NSW only
Ali Chahine	Underground Industries	0406906787	info@undergroundindustries.com.au	NSW	Sydney only
Scott Copetti	Metiri	0435 710 399	scott@metiri.com.au	NSW	Newcastle & Hunter Region
Blake Richardson	VFT	0409 210 502	b.richardson@vftes.com	NSW	NSW
Roneel Chand	Tonagh Civil Pty Ltd,	0416506891	roneel@tonaghcivil.com.au	NSW	All Regions
Brett Pickup	BAP Services Pty Ltd	0434006009	Brett@bapservices.com.au	NSW	All Areas, Sydney, Illawarra, Newcastle, ACT
Patrick Billingham	OzDetect Pty Ltd	0497700667	patrick@ozdetect.com.au	NSW	NSW

Cameron Brown	Sub Scan Australia	0421751343	admin@subscan.com.au	NSW	Norther Rivers
Jesse Gavin	LCG GLOBAL PTY LTD	1300032740	info@lcgsolutions.com.au	NSW	All NSW
Rob Moate	Dig Safe NSW Pty Ltd	0477 900 200	rob@digsafensw.com.au	NSW	All Regions
Euan Gow	Jurovich Surveying	1300 750 000	egow@jurovichsurveying.com.au	WA/NSW/SA	All state
Michael Nicholls	LocateX	0487 043 596	info@locatex.com.au	NSW	Sydney, Central Coast, Newcastle
Brad Mccorkindale	b4 u dig locators	0447818260	jon@b4udiglocators.com	NSW	central west nsw
Jason Steger	Steger & Associates Reg- istered Land Surveyors	0400 008 641	jason.steger@steger.com.au	ACT/NSW	ACT & Surrounds
Samuel Hathaway	Landmark Surveys	02 6280 9608	admin@landmarksurveys.com.au	NSW/ACT	ACT & Sourthen NSW
Kaisar sefian	Australian Utility Search Pty Ltd	0424 841 888	kaisar@aususearch.com.au	NSW/ACT	All NSW, ACT
Daniel Fox	Epoca Environmental Pty Ltd	1300 376 220	<a href="mailto:daniel@epocaenvironmen-
tal.com.au">daniel@epocaenvironmen- tal.com.au	NSW & ACT	All NSW & ACT
Scott Tancred	SureSearch Underground Services	1300 884 520	<a href="mailto:Scott.Tan-
cred@suresearch.com.au">Scott.Tan- cred@suresearch.com.au	NSW/ACT QLD	NSW, Sydney, Northern NSW, Can- berra, QLD, South East QLD.
Justin Martinez	LCG GLOBAL PTY LTD	0401749007	J.martinez@lcgsolutions.com.au	NSW, ACT, QLD, VIC	All regions
Troy Redden	On Point Utility Locating	1300 66 76 46	Troy@onpointlocating.com.au	NSW/QLD	Throughout both states
Geoff Campbell	CLS Locating	0450759497	<a href="mailto:geoffrey@campbellslocat-
ing.com.au">geoffrey@campbellslocat- ing.com.au	NSW/QLD	All QLD, Northern Rivers, NSW
Patrick Popovic	Site And See Pty Ltd	0479 162 692	patrick@siteandsee.com.au	QLD/NSW	South East QLD & Northern NSW
Kelsee Stevens	Abletech Underground Group	07 5293 7746	<a href="mailto:admin@abletechunder-
ground.com.au">admin@abletechunder- ground.com.au	QLD / NSW	QLD / NSW
Rhys Lambert	Provac / one find cables	1300 734 772	rhys@provac.net.au	QLD	South East QLD
Paul Beaton	Cairns Asset Locations	0448 157 227	<a href="mailto:paul.beaton@clarketrench-
ing.com.au">paul.beaton@clarketrench- ing.com.au	QLD	FNQ to NT Border
Chris Hall	D C Locators Pty Ltd	0419 679 741	dcloc@powerup.com.au	QLD	Brisbane, Ipswich
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Col Greville	Bsure Locators	0488 520 688	admin@bsurelocators.com.au	QLD	Wide Bay & Burnett; Central and Western QLD; Western Downs
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Carl Molloy	Provac Melbourne	0451 104 611	melbourne@provac.net.au	VIC	Melbourne Region

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Ashley Stevens	ABS HYDRO Pty Ltd	0422 798 476	ashley.stevens@abshydro.com.au	NSW/VIC	All of VIC, Regional NSW

Eddie Santos	Taylor's Development Strategists	0488 700 155	m.tasker@taylorsds.com.au	VIC/SA/TAS	Victoria
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Marc Rose	SADB	0488190699	marc@sadb.com.au	SA	Adelaide only
Deninis Stray	Pinpoint Services Mapping	(08) 8130 1600	hello@pinpointsm.com.au	SA	SA and western VIC
Liam Gill	Michael Grear Surveys	08 82788732	ugsl@mgsurveys.com.au	SA	SA
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Liam Catchpole	Apex Service Locating Pty Ltd	0458 924 471	liam@apexvacolutions.com.au	SA	Adelaide and Surroundings
Bradley Gosling	Engineering Surveys	0433506880	bgosling@engsurveys.com.au	SA	Adelaide
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Cameron Swift	Mikcomm Communication	08 9337 1125	cswift@mikcomm.com.au	WA	All
Tobi Lawrence-Ward	Abaxa	08 9256 0100	enquiries@abaxa.com.au	WA	Perth, Southwest, Western Australia
Ben Upton	TerraVac Vacuum Excavation	0433 374 802	locations@terravac.com.au	WA	Perth
Dale Shearsmith	Subtera	1300 046 636	dale@subtera.com.au	WA	WA
Liam Davies	Bunbury Telecom Service Pty Ltd	897260088	admin@btswa.com.au	WA	WA
Drew Monkhouse	Utility Mapping WA	1300 627 746	perth@utilitymapping.com.au	WA	All WA
Edel O'Connor	Kier Contracting	0456 190 910	edel@kier.com.au	WA	Perth Metro & greater region; Regional WA
Nigel Nunn	CCS Group / Utility Locating Solutions	08 9385 5000	enquiry@ccswa.com.au	WA	Perth
Jeremy Brown	Spotters Asset Locations Pty Ltd	0459 130 677	jeremy@spottersassetlocations.com.au	WA	All
Reece Topham	Prime Locate	0400 888 406	reece@primelocate.com.au	WA	All
Rhyce Murphy	RM Surveys	08 9457 7900	rhyce.murphy@rmsurveys.com.au	WA	All

James Horton	Westscan Pty Ltd	1300 858 404	westscan1@gmail.com	WA	All
Ashleigh Austin	Veris WA	0419 024 696	perth@veris.com.au	WA	Perth Metro & Regional
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Tim Daws	Award Contracting Pty Ltd	0411 878 895	info@awardcontracting.com.au	WA	Metro & Country Regions
Stephen Steart	Cabling WA Pty Ltd	0422 845 586	ssteart@cablingwa.com.au	WA	Perth Metro
Devvyn Barto	Pulse Locating	0431402738	devvyn.barto@pulselocating.com.au	WA	Western Australia
Shane McQuoid	Find Wise Location Services	0407992758	shane@findwise.com.au	WA	Perth
Alex King	KR SURVEYS	0400077933	alex@krsurveys.com.au	WA	Statewide
Cody Foster	Precision Locating Pty Ltd	0473029391	cody@precisionlocating.net	WA	Statewide
Scott Harrison	Triodia Scanning services PTY LTD	0438 664 196	booking@triodiascanning.com.au	WA	Perth/ Regional
Josh Pool	Utility Mapping NT	1300 627 746	darwin@utilitymapping.com.au	NT	All NT
Stuart Speckman	FYFE	08 8944 7888	Stuart.Speckman@fyfe.com.au	NT/SA/NSW	NT/SA/NSW
Wayne Parslow	Danisam	0417 089 865	danisam@westnet.com.au	NT	Darwin NT and Surrounds
Heather Easter	Archers Underground Service Pty Ltd	0418 737 299	admin@auslocations.com.au	TAS	Statewide
Scott Crerar	Paneltec Group	0400 895 637	scott@paneltec.com.au	TAS	All
Hayden Stone	Utility Detection & Mapping	03 61712555	admin@udmgroup.com.au	TAS	Statewide



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Sequence Number: 258897086

Date Generated: 01 Aug 2025



For all Optus DBYD plan enquiries –
 Email: Fibre.Locations@optus.net.au
 For urgent onsite assistance contact 1800 505 777
 Optus Limited ACN 052 833 208



Job ID 50809775

Queensland Urban Utilities

Referral
258897090

Member Phone
13 26 57

Responses from this member

Response received Fri 1 Aug 2025 4.34pm

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GPO Box 2765
Brisbane QLD 4001

Date: 01 Aug 2025

Before You Dig Australia Response

We appreciate your diligence in contacting the Before You Dig Australia service (**BYDA**) prior to engaging in work or activities which may affect the water and sewerage infrastructure of Urban Utilities.

Job Number:	50809775
Sequence Number:	258897090
Enquiry Date:	1/08/2025 4:21:00 PM
Enquiry Location:	122 Melton Road Nundah QLD 4012

WARNING: When working in the vicinity of Urban Utilities' assets you have a legal *Duty of Care* that must be observed.

Our records indicate the presence of infrastructure owned by Urban Utilities within your nominated search area, as shown on the attached plan.

Please note that you may be liable for any loss or damage to our infrastructure which is caused by any works or activities which you undertake over or near such infrastructure. Additionally, your works or activities may conflict with other works scheduled in your nominated search area. To avoid any unnecessary impacts, before any undertaking you must obtain the following approvals:

- And/or a Urban Utilities Network Access Permit for self assessable works or activities that are within two metres of our infrastructure (refer to [Urban Utilities Network Access Permit Webpage](#))
- Either a Build Over Asset (BOA) Approval for assessable building works undertaken within specified distances of our infrastructure (refer to [DHPW BOA Factsheet](#))

We have provided additional information about your responsibilities in relation to our infrastructure in the Important Information sheet attached to this letter. By accessing BYDA to obtain our records about our infrastructure, you warrant that you have read the sheet and agree to the terms and conditions set out therein.

For further enquiries or assistance with interpretation of plans and search content please contact our BYDA Support Team by email networkaccess@urbanutilities.com.au. Alternatively, you can write to us at Urban Utilities, PO Box 2765, Brisbane QLD 4001.

Thank you for taking the time to consult the BYDA service.

Yours sincerely

Before You Dig Australia Support Team
Urban Utilities
networkaccess@urbanutilities.com.au

To best manage the risk of damage and liability, we recommend that you engage the services of a [BYDA Certified Locator](#)

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.**

This response is intended for use only by the addressee. If you have received the enquiry response in error, please let us know by telephone and delete all copies; you are advised that copying, distributing, disclosing or otherwise acting in reliance on the response is expressly prohibited.

Disclaimer: While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Urban Utilities 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.

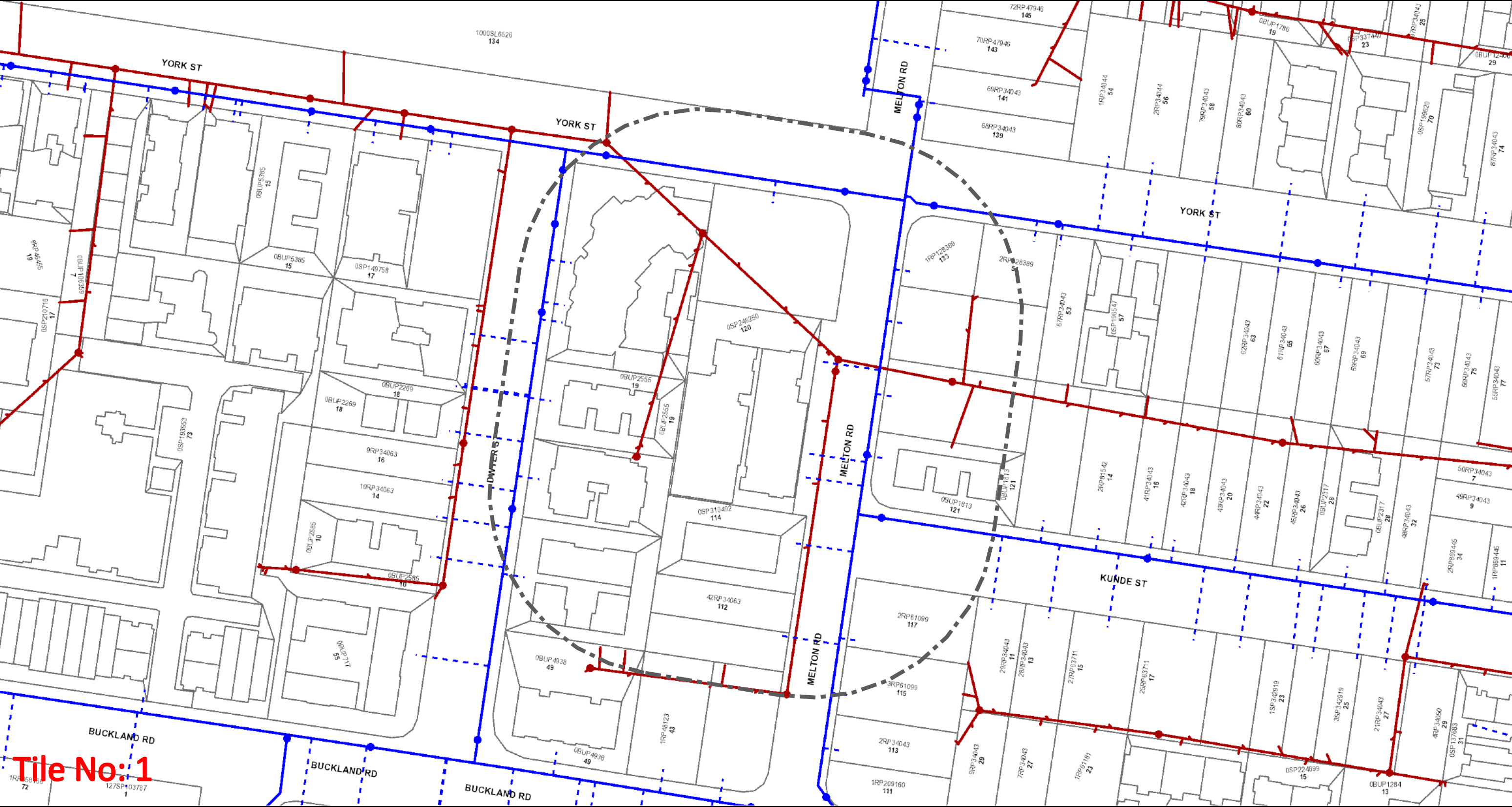
If you are unable to launch any of the files for viewing and printing, you may need to download and install free viewing and printing software such as [Adobe Acrobat Reader \(for PDF files\)](#)

PelicanCorp


Compiled with **TicketAccess** by PelicanCorp



Urban Utilities - Water, Recycled Water and Sewer Infrastructure



Tile No: 1



N

Map Scale
1:1000

Before You Dig Australia- Urban Utilities Water, Recycled Water and Sewer Infrastructure

BYDA Reference No: 258897090

Date BYDA Ref Received: 01/08/2025

Date BYDA Job to Commence: 03/08/2025

Date BYDA Map Produced: 01/08/2025

This Map is valid for 30 days

Produced By: Urban Utilities

Sewer

● Infrastructure

◆ Major Infrastructure

— Network Pipelines

▨ Network Structures

Water

● Infrastructure

◆ Major Infrastructure

— Network Pipelines

▨ Network Structures

--- Water Service (Indicative only)

Recycled Water

● Infrastructure

◆ Major Infrastructure

— Network Pipelines

▨ Network Structures

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The plans are indicative and approximate only and provided without warranties of any kind, express or implied including in relation to accuracy, completeness, correctness, currency or fitness for purpose.

Urban Utilities takes no responsibility and accepts no liability for any loss, damage, costs or liability that may be incurred by any person acting in reliance on the information provided on the plans.

This plan should be used as guide only. Any dimensions should be confirmed on site by the relevant authority.

Based on or contains data provided by the State of Queensland (Department of Natural Resources and Mines) [2020]. In consideration of the State permitting the use of this data you acknowledge and agree that the State gives no warranty in relation to the data (including accuracy, liability in negligence) for any loss, damage or costs (including consequential damage) relating to any use of the data. Data must not be used for direct marketing or be used in breach of the privacy laws. © State of Queensland Department of Natural Resources and Mines [2020]

For further information, please call Urban Utilities on 13 26 57 (8am-6pm weekdays). Faults and emergencies 13 23 64 (24/7).

www.urbanutilities.com.au

ABN 86 673 835 011

Plans generated 01 Aug 2025 by PelicanCorp TicketAccess Software | www.pelicanCorp.com

AU.Urban Utilities - Response Plan.docx (2020)

Important Information

Disclaimer

All Urban Utilities' records, data and information supplied via BYDA ("**Data**") is **indicative** only. You agree that any Data supplied to you has been or will be provided only for your convenience and has not been and will not be relied upon by you for any purpose.

You also agree that Urban Utilities 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).

Because the location of Urban Utilities' infrastructure shown on the Data is approximate only, you must first physically locate the infrastructure by utilising relevant site detection methodologies prior to performing any works or undertaking any activities near or adjacent to infrastructure. Possible site detection methodologies include hand digging, potholing, trenching and/or probing. You are solely responsible for the selection of appropriate site detection methodologies at all times.

To the fullest extent permitted by law, Urban Utilities will not be liable to you in contract, tort, equity, under statute or otherwise arising from or in connection with the provision of any Data 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 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 Urban Utilities' written consent.

You may be liable to Urban Utilities 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 Urban Utilities' infrastructure by you or any other person for which you are legally responsible.

Any damage to Urban Utilities' Infrastructure must be reported immediately to the (24 Hours) Faults and Emergencies Team on 13 23 64.

Links

Technical Standards: <https://urbanutilities.com.au/development/help-and-advice/standards-and-guidelines>

Copyright

All Data is copyright.

Job ID 50809775

Telstra QLD South East

Referral

258897089

Member Phone

1800 653 935

Responses from this member

Response received Fri 1 Aug 2025 4.27pm

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Attention: Kate Wolyncevic

Site Location: 122 Melton Road, Nundah, QLD 4012

Your Job Reference: 126986 Sheahan

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*)

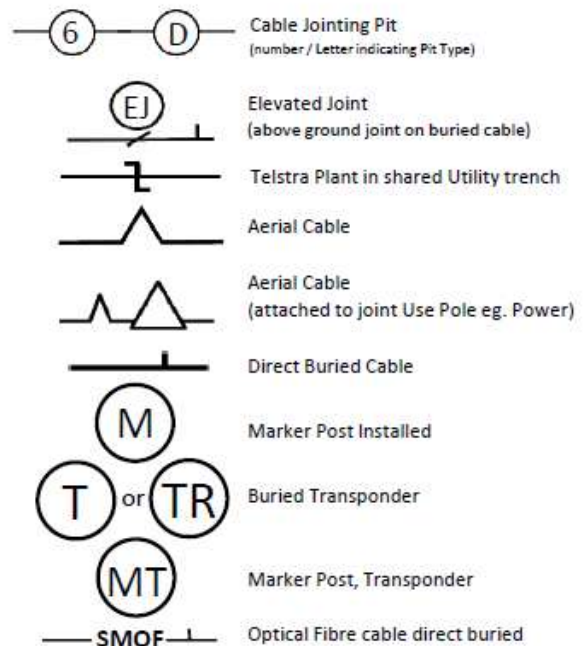
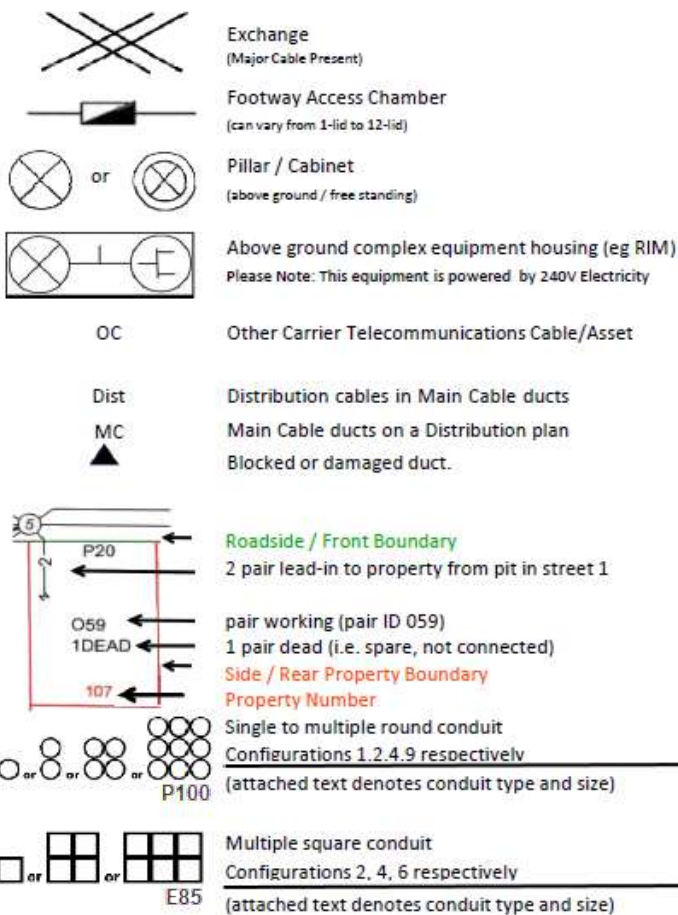
(See attached file: *Telstra Map Legend 4.0b.pdf*)

(See attached file: AccreditedPlantLocators 2025-01-08a.pdf)

(See attached file: 258897089.pdf)



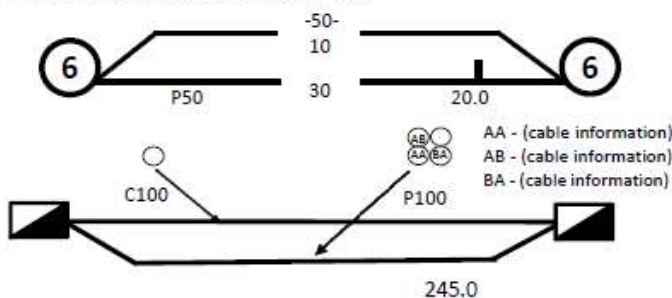
LEGEND



Some examples of conduit type and size:

A - Asbestos cement, P - PVC / Plastic, C - Concrete,
GI - Galvanised iron, E - Earthenware
Conduit sizes *nominally* range from 20mm to 100mm
P50 50mm PVC conduit
P100 100mm PVC conduit
A100 100mm asbestos cement conduit

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



General Information

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.



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.

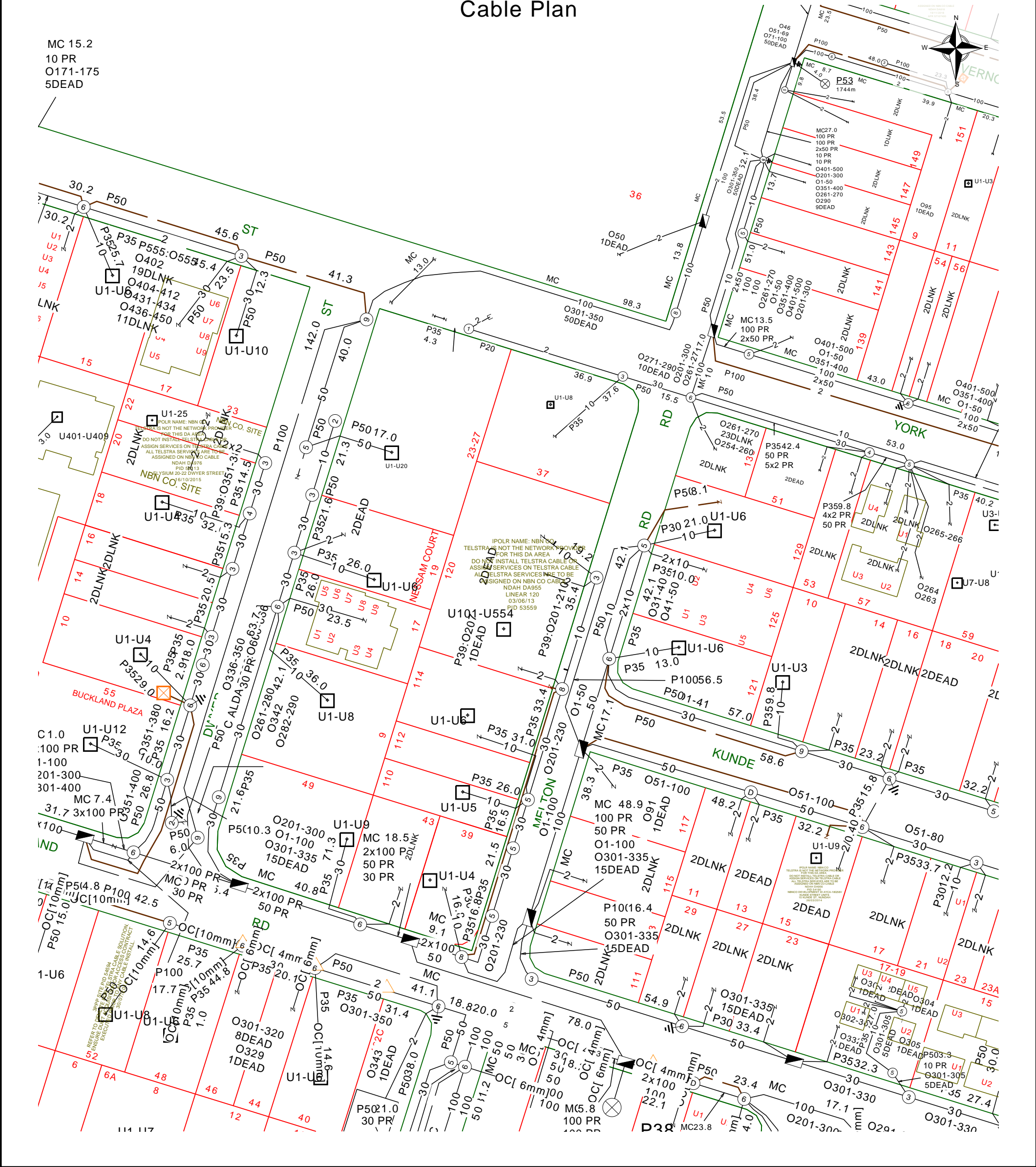
Workers and equipment must maintain safety exclusion zones around power lines


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).

Cable Plan

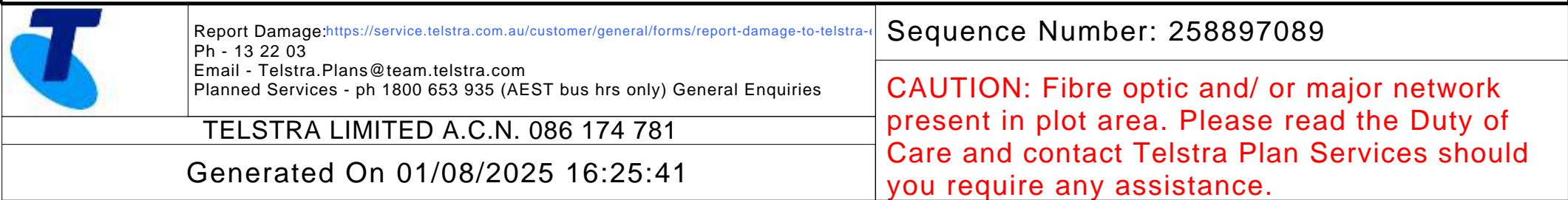


	<p>Report Damage: https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra Ph - 13 22 03 Email - Telstra.Plans@team.telstra.com Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries</p>	<p>Sequence Number: 258897089</p> <p>CAUTION: Fibre optic and/ or major network present in plot area. Please read the Duty of Care and contact Telstra Plan Services should you require any assistance.</p>
<p>TELSTRA LIMITED A.C.N. 086 174 781</p> <p>Generated On 01/08/2025 16:25:34</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.



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.



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.

CONVEYANCING CONNECTION

Level 1/82 Eagle St (GPO Box 5258)
BRISBANE QLD 4000
Phone: (07) 3229 1445
Fax: (07) 3229 2445

TAX INVOICE

ABN: 19 152 957 027

Date: 15 August 2025
File No.: 126986
Inv No.: 44211

Mr MJ & Mrs JA Sheahan

RE:

PROPERTY: 543/120 MELTON ROAD, NUNDAH QLD 4012

Professional Fees - Sellers Disclosure	\$550.47
QLD: Title Search - Title reference - 50969334 (Supplier fee).	\$20.23
QLD: Title Search - Title reference - 50969334 (Search fee).	\$13.18
Lotsearch Pty Ltd: Lotsearch Pty Ltd - 543/120 MELTON ROAD, NUNDAH QLD 4012	\$45.00
InfoTrack: QLD Seller Disclosure - InfoTrack QLD Seller Disclosure - 543/SP246250 (Search fee).	\$12.00
QLD: CMS Search - 46596	\$4.04
QLD: CMS Search - 46596	\$4.76
Department of Transport & Main Roads: Property Search - Department of Transport & Main Roads: Property Search (Non-Refundable) - 543/SP246250	\$38.91
InfoTrack: QLD Contaminated Land Register - DES: Contaminated Land Search (Charged per Lot) - 543/SP246250 (Supplier fee).	\$59.05
InfoTrack: QLD Contaminated Land Register - DES: Contaminated Land Search (Charged per Lot) - 543/SP246250 (Search fee).	\$12.38
InfoTrack: QLD Certificate - QCAT - Queensland Civil and Administrative Tribunal: Tree Orders Register - 543/SP246250 (Search fee).	\$24.29
QLD: Plan Image - SP246250 *** PENDING *** (Supplier fee).	\$21.98
QLD: Plan Image - SP246250 *** PENDING *** (Search fee).	\$13.96
InfoTrack: QLD Certificate - Capitol Body Corporate Administration - All Branches: Information Certificate (BCCM Form 33) - 54... (Supplier fee).	\$84.10
InfoTrack: QLD Certificate - Capitol Body Corporate Administration - All Branches: Information Certificate (BCCM Form 33) - 54... (Search fee).	\$43.96
QLD: Dealing Image - 716103913	\$48.16
QLD: Dealing Image - 716103913	\$12.84
InfoTrack: eSign - SELLERS DISCLOSURE - 543.120 MELTON ROAD	\$7.72

Total	\$1,017.03
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Disbursements

Date	Description	Amount	GST
	InfoTrack search fee	\$0.00	
Total		\$0.00	

This account is payable within FOURTEEN (14) days.

We reserve the right to withdraw any overdue accounts and substitute with an account in taxable form (time costed) even though it may be for a higher amount.

Amount	+ GST	= BALANCE DUE
\$1,017.03	\$77.97	\$1,095.00

With Compliments,
Conveyancing Connection

per:

A handwritten signature in black ink, appearing to be a stylized 'S' or 'C' shape, enclosed within a thin black rectangular border.

E & OE

REMITTANCE ADVICE

File No: 126986
Client: Jaclyn Anne Sheahan & Michael Joseph Sheahan

Property: 543/120 Melton Road, Nundah QLD 4012

Amount Due: \$1,095.00

Note: We have Bankcard, Visa and Mastercard facilities.
Please phone our office should you wish to pay by credit card.
We reserve the right to pass any credit card charges to clients using credit card facilities.

Form 2

Legal Profession Act 2007 (s 331(3))

FORM OF NOTIFICATION OF CLIENT'S RIGHTS

Your rights in relation to legal costs

The following avenues are available to you if you are not happy with this bill:

- requesting an itemised bill
- discussing your concerns with us
- having our costs assessed
- applying to set aside our costs agreement

There may be other avenues available in your State or Territory (such as mediation).

For more information about your rights, please read the fact sheet titled Your right to challenge legal costs. You can ask us for a copy, or obtain it from your local law society or law institute (or download it from their website)

General Account Details



Should it be necessary to deposit funds into our General account the details are as follows:

ANZ Bank; Conveyancing Connection (Qld) Pty Ltd; BSB 014002; Account Number 295658503. Please ensure that your file number is given as a reference.

Do not deposit uncleared funds unless seven (7) days is available for clearance. Under no circumstances lodge any funds on the day of settlement. The preferred method is a Telegraphic Transfer at least two clear business days before settlement.

Certificate Of Completion

Envelope Id: A16BCD40-B821-4229-920E-AAE4E9944EBA

Status: Completed

Subject: Kindly review and sign this document

Originator organisation: Conveyancing Connection

Originator: Jamie Brauer

Source Envelope:

Document Pages: 206

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

InfoTrack AU

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Level 8, 135 King Street

Envelopeld Stamping: Enabled

Sydney, NSW 2000

Time Zone: (UTC+10:00) Canberra, Melbourne, Sydney

signit.au@infotrack.com.au

IP Address: 52.62.124.48

Record Tracking

Status: Original

Holder: InfoTrack AU

Location: DocuSign

14/8/2025 | 14:16

signit.au@infotrack.com.au

Signer Events

Jaclyn Anne Sheahan

Fitt4u@bigpond.com

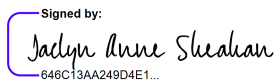
Security Level:

.Email

ID: a2b4457d-429c-4eff-8442-91339c2e7002

14/8/2025 | 14:17

Signature

Signed by:

646C13AA249D4E1...

Signature Adoption: Pre-selected Style

Using IP Address: 110.145.70.251

Timestamp

Sent: 14/8/2025 | 14:16

Viewed: 14/8/2025 | 14:18

Signed: 14/8/2025 | 14:22

Electronic Record and Signature Disclosure:

Accepted: 14/8/2025 | 14:18

ID: 65b7e98a-9415-43e0-8106-e92c3c88d1a5

Michael Joseph Sheahan

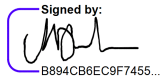
mick@cootaproducers.com.au

Security Level:

.Email

ID: 75ebaef8-fbff-477c-b426-61ad48684a55

14/8/2025 | 19:46

Signed by:

B894CB8EC9F7455...

Signature Adoption: Drawn on Device

Using IP Address: 110.145.70.251

Signed using mobile

Sent: 14/8/2025 | 14:16

Viewed: 14/8/2025 | 19:47

Signed: 14/8/2025 | 19:47

Electronic Record and Signature Disclosure:

Accepted: 14/8/2025 | 19:47

ID: e2f0a071-f689-47e0-8231-8bb8dc5f6e08

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	14/8/2025 14:16
Certified Delivered	Security Checked	14/8/2025 19:47
Signing Complete	Security Checked	14/8/2025 19:47
Completed	Security Checked	14/8/2025 19:47

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, InfoTrack Ltd AU (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact InfoTrack Ltd AU:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To advise InfoTrack Ltd AU of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at john.ahern@infotrack.com.au and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from InfoTrack Ltd AU

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to signit@infotrack.com.au and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with InfoTrack Ltd AU

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to signit@infotrack.com.au and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify InfoTrack Ltd AU as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by InfoTrack Ltd AU during the course of your relationship with InfoTrack Ltd AU.

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)

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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)

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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)

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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.