

Seller disclosure statement



Queensland
Government

Property Law Act 2023 section 99
Form 2, Version 1 | Effective from: 1 August 2025

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

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

This statement does not include information about:

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

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

Part 1 – Seller and property details

Seller	Katherine Zina Isoardi
Property address (referred to as the “property” in this statement)	2204/100 Duporth Avenue Maroochydore QLD 4558
Lot on plan description	Lot 2204 on SP 306118

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

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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 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No to affect the property after settlement.</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> <p>» the start and end day of the term of the lease: <input type="text" value="Insert date range"/></p> <p>» the amount of rent and bond payable: <input type="text" value="Insert amount of rent and bond"/></p> <p>» whether the lease has an option to renew: <input type="text" value="Insert option to renew information"/></p> <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><p>Insert names of parties to the agreement, term of the agreement and any amounts payable by the owner of the property</p></div>
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><p>NBN Cables, Optus cables, water & sewerage infrastructure and telstra cables are located on and / or border the property. (see attached plans)</p></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>) <input type="text" value="16/04/2024"/></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>

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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	The zoning of the property is <i>(Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 199; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable)</i> : <div>High 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>		

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

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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="\$2,254.24"/> Date Range: <input type="text" value="1/7/2025-31/12/2025"/>
	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="\$420.21"/> Date Range: <input type="text" value="9/1/2025-9/4/2025"/>
	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" value="Insert estimated amount"/> Date Range: <input type="text" value="Insert date range"/>

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

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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. (If Yes, complete the information below)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
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. 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.	<input checked="" type="checkbox"/> Yes	
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. If No — An explanatory statement is given to the buyer that states: » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 6 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Yes	<input type="checkbox"/> No
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 (If Yes, complete the information below)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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. If No — An explanatory statement is given to the buyer that states: » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 7 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot. 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.	<input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input type="checkbox"/> No

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Signatures – SELLER

Signed by:

Signature of seller

Signature of seller

Katherine Zina Isoardi
Name of seller

Name of seller

27/8/2025
Date

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

Initial


CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 53047749
Search Date: 20/08/2025 09:50

Title Reference: 51248622
Date Created: 31/03/2021

Previous Title: 51248514

REGISTERED OWNER

Dealing No: 720765899 04/05/2021

KATHERINE ZINA ISOARDI

ESTATE AND LAND

Estate in Fee Simple

LOT 2204 SURVEY PLAN 306118
Local Government: SUNSHINE COAST
COMMUNITY MANAGEMENT STATEMENT 54358

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10858042 (POR 6)
2. BUILDING MANAGEMENT STATEMENT No 720657395 16/03/2021 at 17:01
benefiting and burdening the lot
3. MORTGAGE No 720765900 04/05/2021 at 14:16
BENDIGO AND ADELAIDE BANK LIMITED A.C.N. 068 049 178

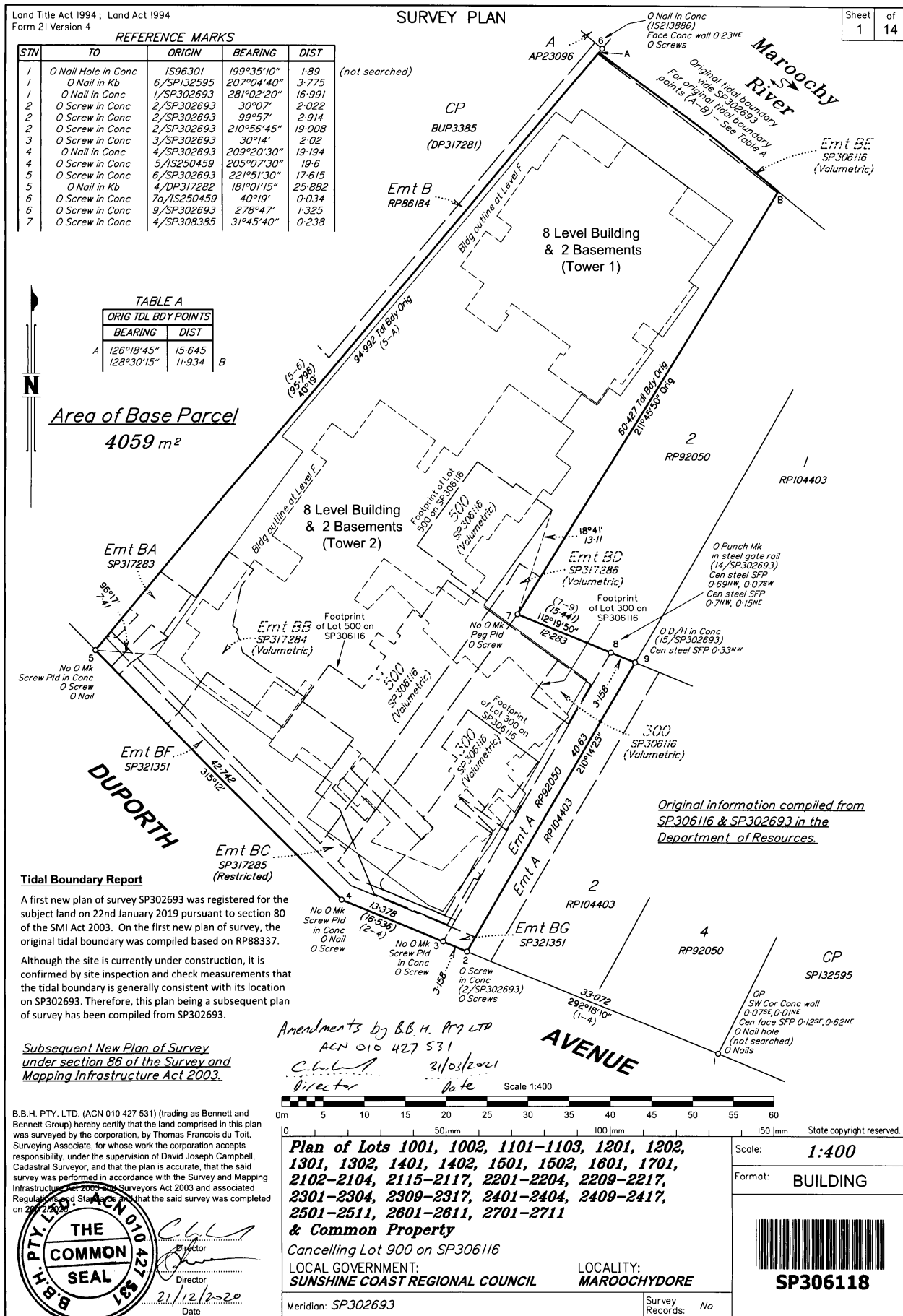
ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL

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

Initial
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Land Title Act 1994 ; Land Act 1994
Form 21B Version 1**720657397****\$9969.00**
16/03/2021 17:20**BE 400 NT****WARNING : Folded or Mutilated Plans will not be accepted.**
Plans may be rolled.
Information may not be placed in the outer margins.Sheet
2 of
14

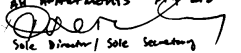
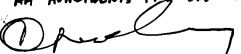
s. Lodged by

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

1. Certificate of Registered Owners or Lessees.

I/We **AH APARTMENTS PTY LTD A.C.N. 615 656 249**
TRUSTEE UNDER INSTRUMENT 718474684
AH APARTMENTS PTY LTD A.C.N. 615 656 249
TRUSTEE UNDER INSTRUMENT 718346176
AH APARTMENTS PTY LTD A.C.N. 615 656 249
TRUSTEE UNDER INSTRUMENT 718683442

(Names in full)

* as Registered Owners of this land agree to this plan and dedicate the Public Use
Land as shown hereon in accordance with Section 50 of the Land Title Act 1994.~~* as Lessees of this land agree to this plan.~~Signature of *Registered Owners ~~*Lessees~~**AH APARTMENTS PTY LTD A.C.N. 615 656 249 AS TRUSTEE**
Sole Director / Sole Secretary**AH APARTMENTS PTY LTD A.C.N. 615 656 249 AS TRUSTEE**
Sole Director / Sole Secretary**AH APARTMENTS PTY LTD A.C.N. 615 656 249 AS TRUSTEE**


* Rule out whichever is inapplicable

2. Planning Body Approval.

* **SUNSHINE COAST REGIONAL COUNCIL**hereby approves this plan in accordance with the:
PLANNING ACT 2016

%

Dated this 10th day of March 2021


 DELEGATED OFFICER
RICHARD MACGILLIVRAY
 COORDINATOR - ENGINEERING & ENVIRONMENT
 ASSESSMENT UNIT
 SUNSHINE COAST REGIONAL COUNCIL

* Insert the name of the Planning Body.

Insert designation of signatory or delegation

* Insert applicable approving legislation.

3. Plans with Community Management Statement:

CMS Number: **54358**Name: **Avalon By Mosaic**

4. References:

Dept File: **mosaic10005**Local Govt: **mosaic322**Surveyor: **171386**

6. Existing		Created		
Title Reference	Description	New Lots	Road	Secondary Interests
To be released	Lot 900 on SP306116	1001, 1002, 1101-1103, 1201, 1202, 1301, 1302, 1401, 1402, 1501, 1502, 1601, 1701, 2102-2104, 2115-2117, 2201-2204, 2209-2217, 2301-2304, 2309-2317, 2401-2404, 2409-2417, 2501-2511, 2601-2611, 2701-2711 & CP		

For Mortgage Allocations, See Sheet 3

For Benefit Easement Allocations, See Sheet 3

For Encumbrance Easement Allocations, See Sheet 3

For Building Management Statement Allocations, See Sheet 3

Mortgage 718572978 to be released prior to
registration of this plan.~~New mortgage to be registered over Lot 900
on SP306116 prior to registration of this plan.~~SP321351 to be registered prior to
registration of this plan.Encroachments onto adjoining lots have been
resolved by the registration of a Building
Management Statement.All lots defined on this plan are wholly
contained within the base parcel.

Development Approval: 21/9/2018

9. 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 roads.~~* Part of the building shown on this plan
encroaches onto adjoining * lots ~~and roads~~.

C.L.L. **21/12/2020**
 Cadastral Surveyor/Director * Date

* delete words not required

10. Lodgement Fees:

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

II. Insert
 Plan
 Number **SP306118**

1001, 1002, 1101-1103,
 1201, 1202, 1301, 1302,
 1401, 1402, 1501, 1502,
 1601, 1701, 2102-2104,
 2115-2117, 2201-2204,
 2209-2217, 2301-2304,
 2309-2317, 2401-2404,
 2409-2417, 2501-2511,
 2601-2611, 2701-2711
 & CP

Por 6

Lots	Orig
------	------

7. Orig Grant Allocation:

8. Passed & Endorsed:

By: **B.B.H. PTY LTD ACN 010 427 531**Date: **21/12/2020**Signed: **C.L.L.**Designation: **Cadastral Surveyor/Director**

Bennett + Bennett 171386 117-BPP-DWG-DUL 11/12/2020

Initial



ADDITIONAL SHEET

Sheet
3 of
14

MORTGAGE ALLOCATIONS

Mortgage	Lots Fully Encumbered	Lots Partially Encumbered
719222361	1001, 1002, 1101-1103, 1201, 1202, 1301, 1302, 1401, 1402, 1501, 1502, 1601, 1701, 2102-2104, 2115-2117, 2201-2204, 2209-2217, 2301-2304, 2309-2317, 2401-2404, 2409-2417, 2501-2511, 2601-2611 & 2701-2711	
719293009	1001, 1002, 1101-1103, 1201, 1202, 1301, 1302, 1401, 1402, 1501, 1502, 1601, 1701, 2102-2104, 2115-2117, 2201-2204, 2209-2217, 2301-2304, 2309-2317, 2401-2404, 2409-2417, 2501-2511, 2601-2611 & 2701-2711	
719570890	1001, 1002, 1101-1103, 1201, 1202, 1301, 1302, 1401, 1402, 1501, 1502, 1601, 1701, 2102-2104, 2115-2117, 2201-2204, 2209-2217, 2301-2304, 2309-2317, 2401-2404, 2409-2417, 2501-2511, 2601-2611 & 2701-2711	
	1001, 1002, 1101-1103, 1201, 1202, 1301, 1302, 1401, 1402, 1501, 1502, 1601, 1701, 2102-2104, 2115-2117, 2201-2204, 2209-2217, 2301-2304, 2309-2317, 2401-2404, 2409-2417, 2501-2511, 2601-2611 & 2701-2711	

BENEFIT EASEMENT ALLOCATIONS

Easement	Lots Fully Benefited	Lots Partially Benefited
715138556	1001, 1002, 1101-1103, 1201, 1202, 1301, 1302, 1401, 1402, 1501, 1502, 1601, 1701, 2102-2104, 2115-2117, 2201-2204, 2209-2217, 2301-2304, 2309-2317, 2401-2404, 2409-2417, 2501-2511, 2601-2611 & 2701-2711 *CP 2214, 2314, 2414	***** 2209, 2210, 2213, 2309, 2310, 2313, 2409, 2410, 2413, 2507-2510, 2607-2610, 2707-2710 & CP

ENCUMBRANCE EASEMENT ALLOCATIONS

Easement	Lots to be Encumbered
720392302	CP
720392304	CP
720392306	CP
720392309	CP
(Emt BE on SP306116)	CP
(Emt BF on SP321351)	CP
(Emt BG on SP321351)	CP
601654747	CP
715138522	CP

BUILDING MANAGEMENT STATEMENT ALLOCATIONS

BMS	Lots to be Encumbered	Lots to be Benefited
715138556	1001, 1002, 1101-1103, 1201, 1202, 1301, 1302, 1401, 1402, 1501, 1502, 1601, 1701, 2102-2104, 2115-2117, 2201-2204, 2209-2217, 2301-2304, 2309-2317, 2401-2404, 2409-2417, 2501-2511, 2601-2611, 2701-2711 & CP	1001, 1002, 1101-1103, 1201, 1202, 1301, 1302, 1401, 1402, 1501, 1502, 1601, 1701, 2102-2104, 2115-2117, 2201-2204, 2209-2217, 2301-2304, 2309-2317, 2401-2404, 2409-2417, 2501-2511, 2601-2611, 2701-2711 & CP

Amendments by B.B.H. Pty Ltd
(ACN 010 427 531)C.G.W. 25/3/2021
Director Date

State copyright reserved.

Insert
Plan
Number SP306118

Initial

Bennett + Bennett 17/396_117_BFP DWG D.L. 11/12/2020

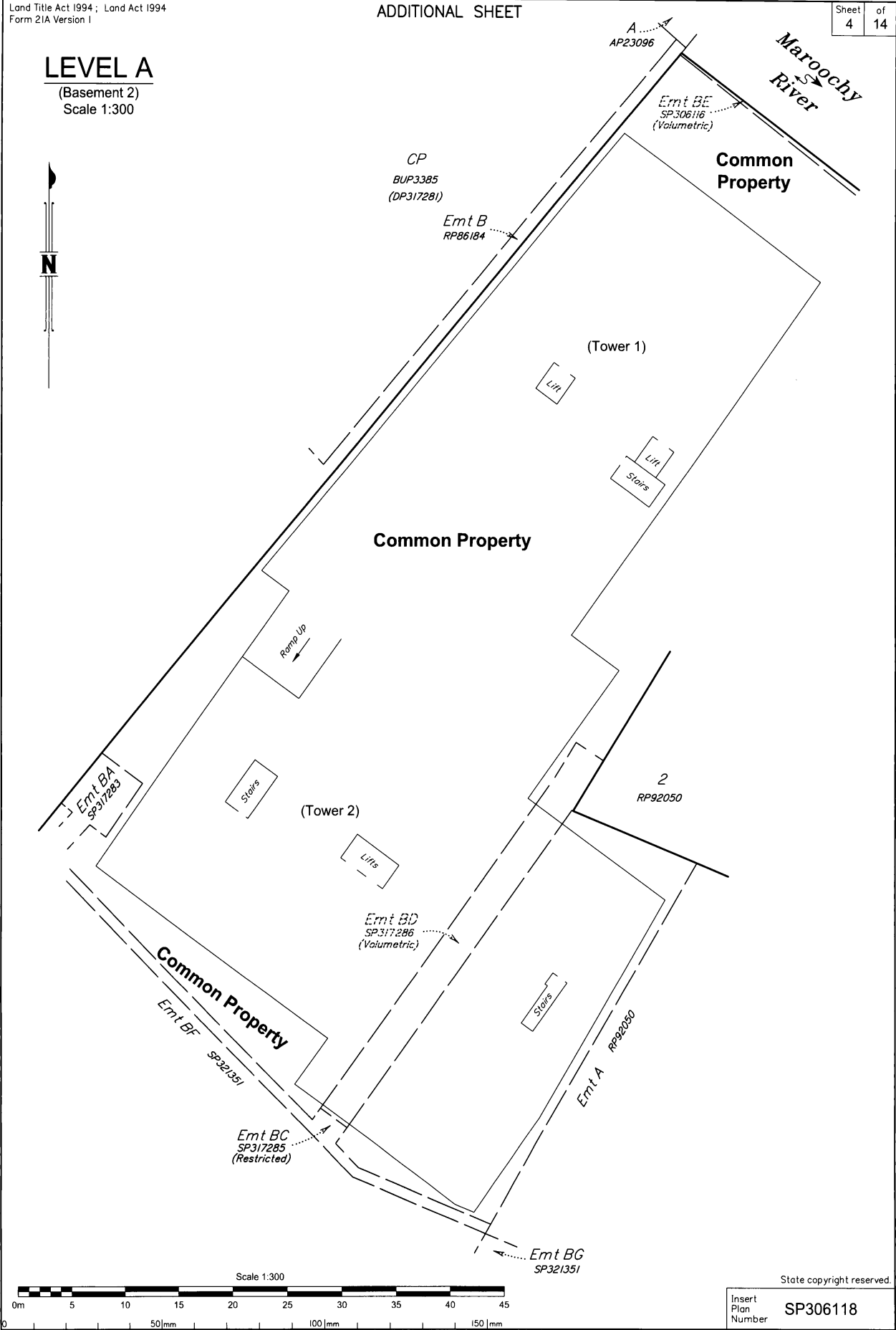
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Land Title Act 1994 ; Land Act 1994
Form 21A Version 1

ADDITIONAL SHEET

Sheet 4 of 14

LEVEL A
(Basement 2)
Scale 1:300



LEVEL B

(Basement 1)
Scale 1:300



CP
BUP3385
(DP317281)

Emt B
RP86184

A
AP23096

Ernt BE
SP306116
(Volumetric)

Common Property

Maroochy
River

(Tower 1)

Common Property

500
SP306116
(Volumetric)

Ernt BD
SP317286
(Volumetric)

2
RP92050

(Tower 2)

500
SP306116
(Volumetric)

Common Property
Emt BF

Emt BF
SP32

Emt BC
SP317285
(Restricted)

Stairs

Stairs

Emt A RP92050

.Emt BG

State copyright reserved.

Insert
Plan
Number

SP306118

Bennett + Bennett 171386 117 BFP.DWG DJL 11/12/2020

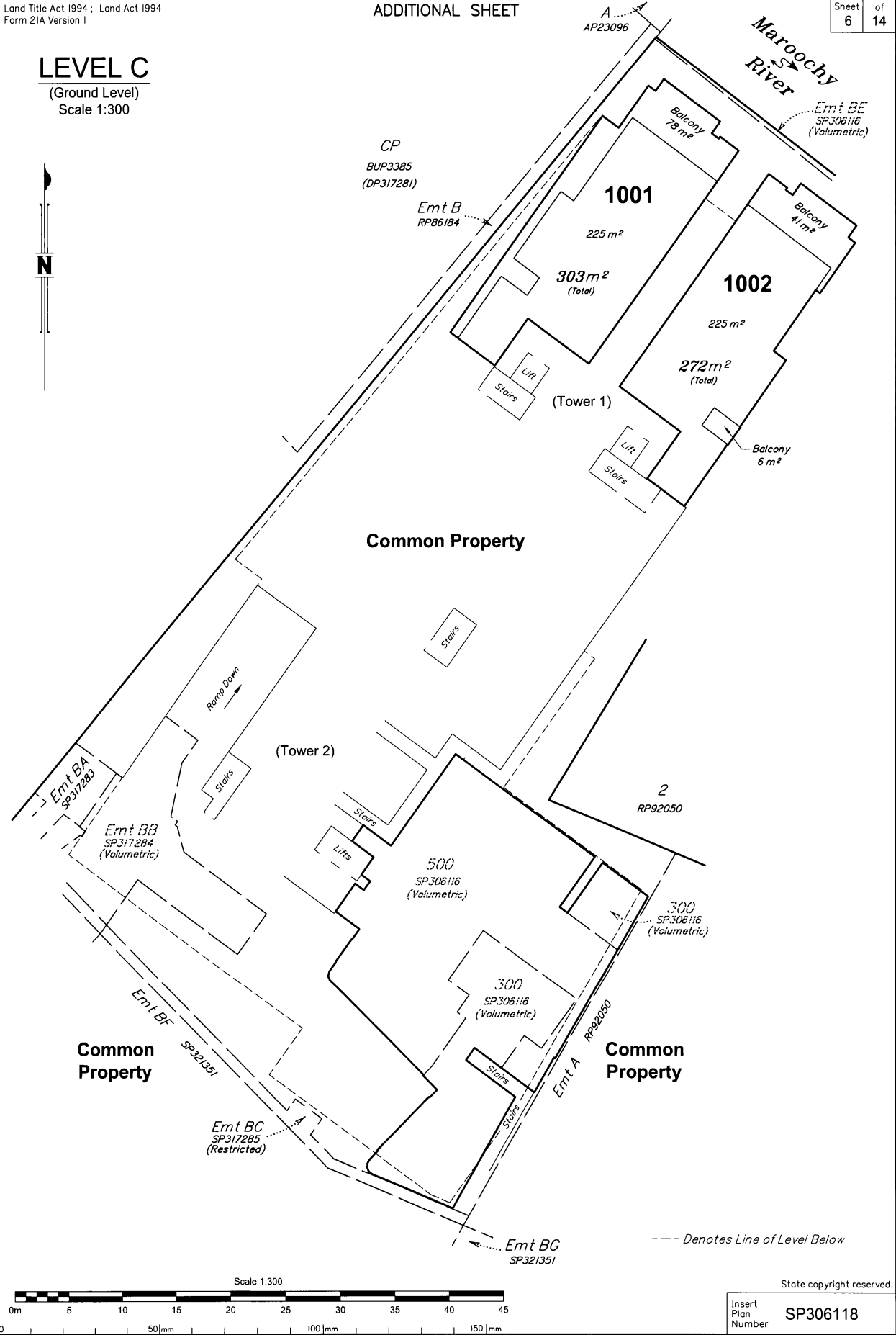
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Land Title Act 1994 ; Land Act 1994
Form 21A Version 1

ADDITIONAL SHEET

Sheet 6 of 14

LEVEL C
(Ground Level)
Scale 1:300



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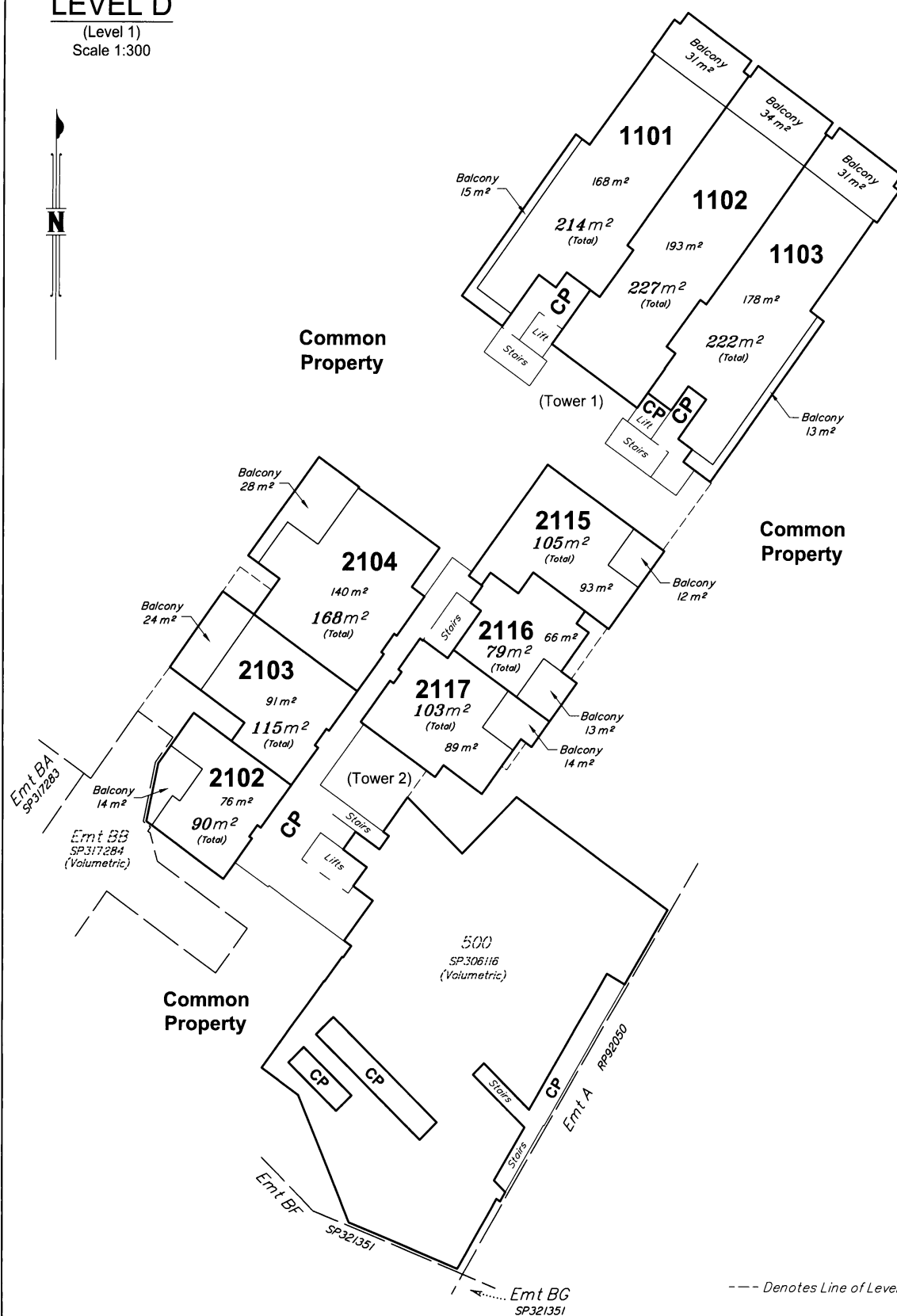
Insert Plan Number SP306118

Initial
kai

LEVEL D

(Level 1)

Scale 1:300



--- Denotes Line of Level Below

Scale 1:300

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Insert
Plan
Number

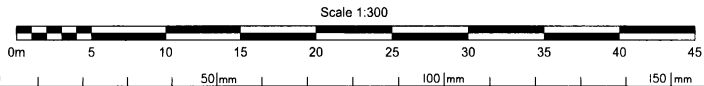
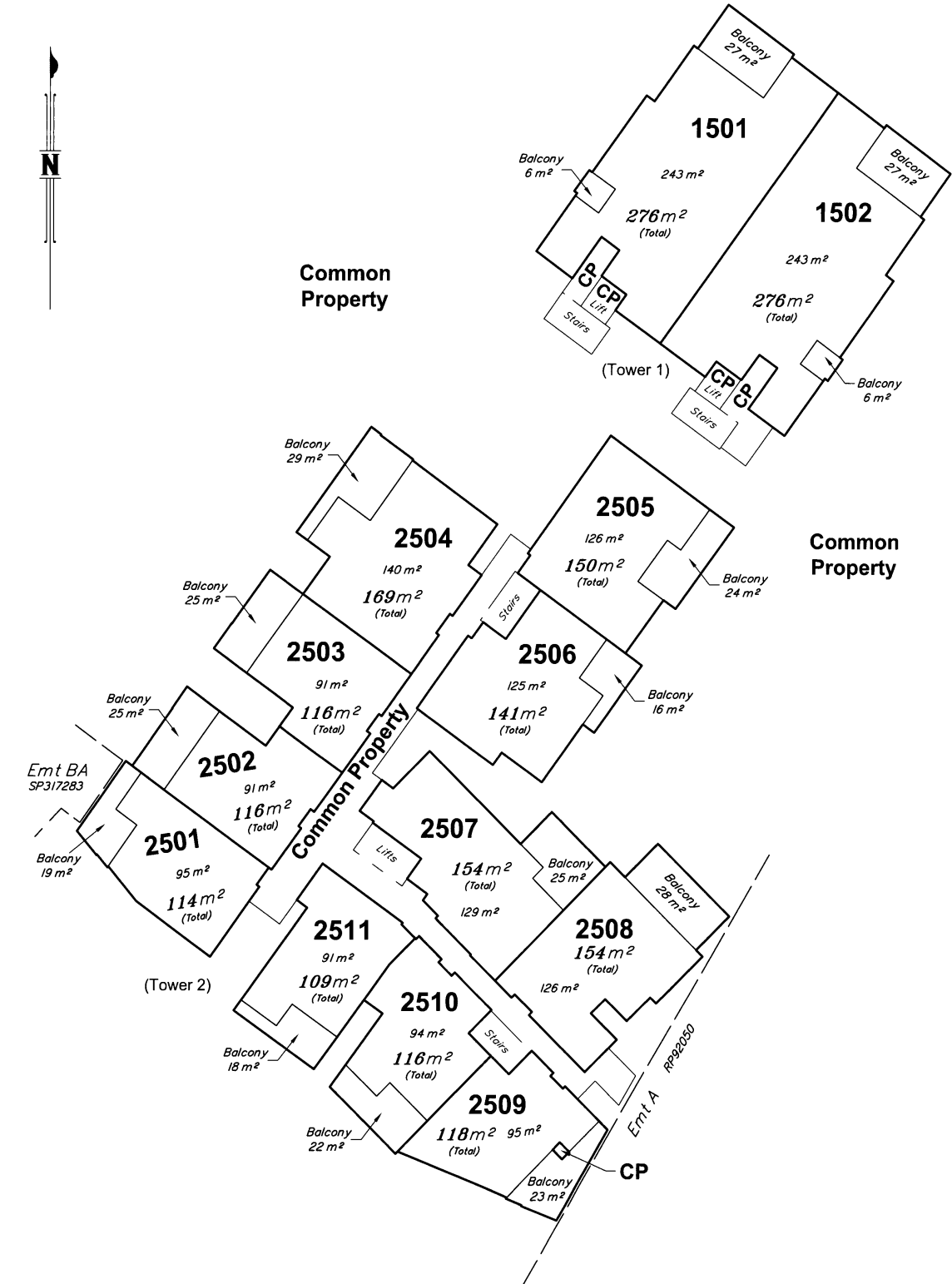
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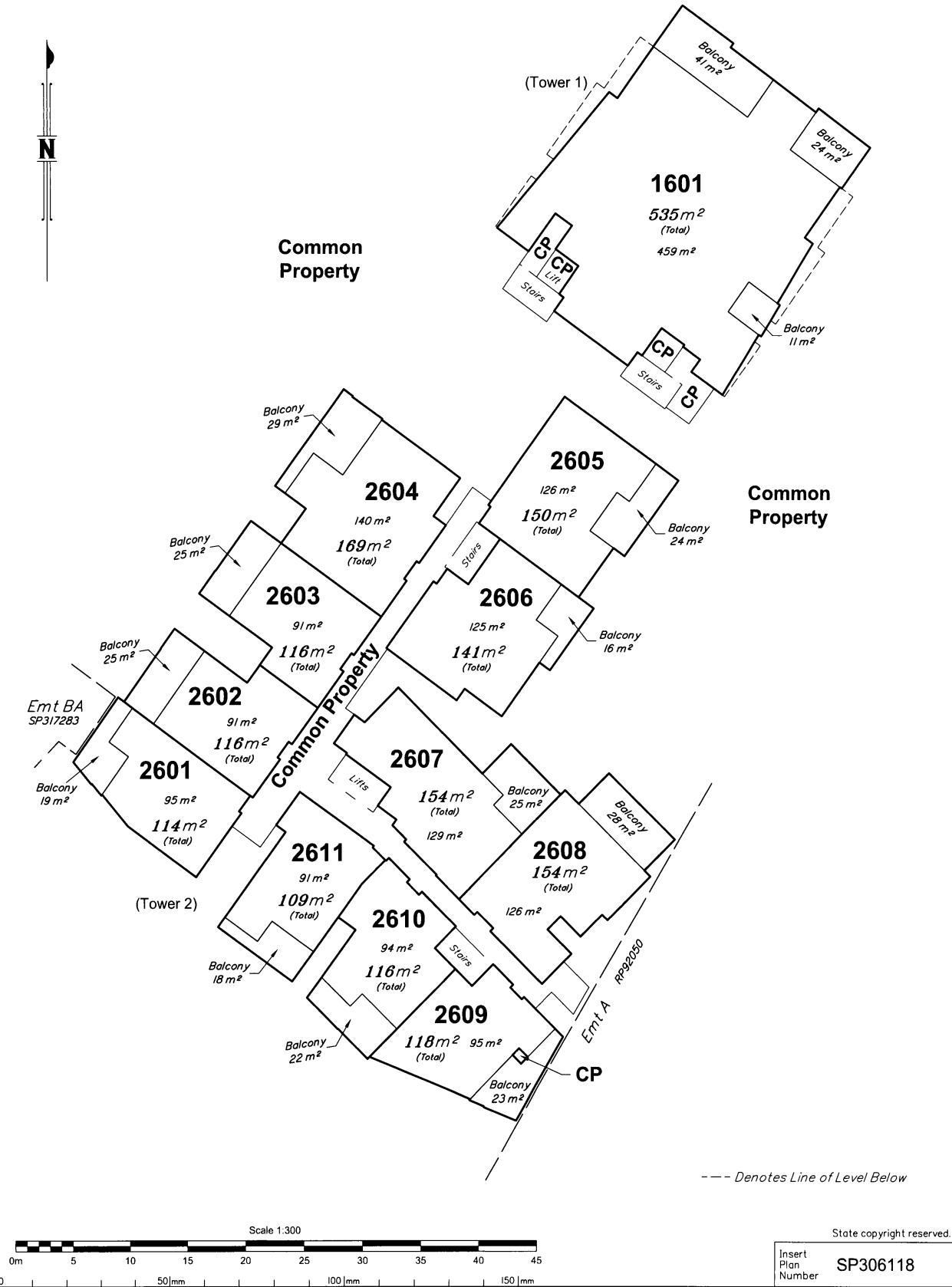
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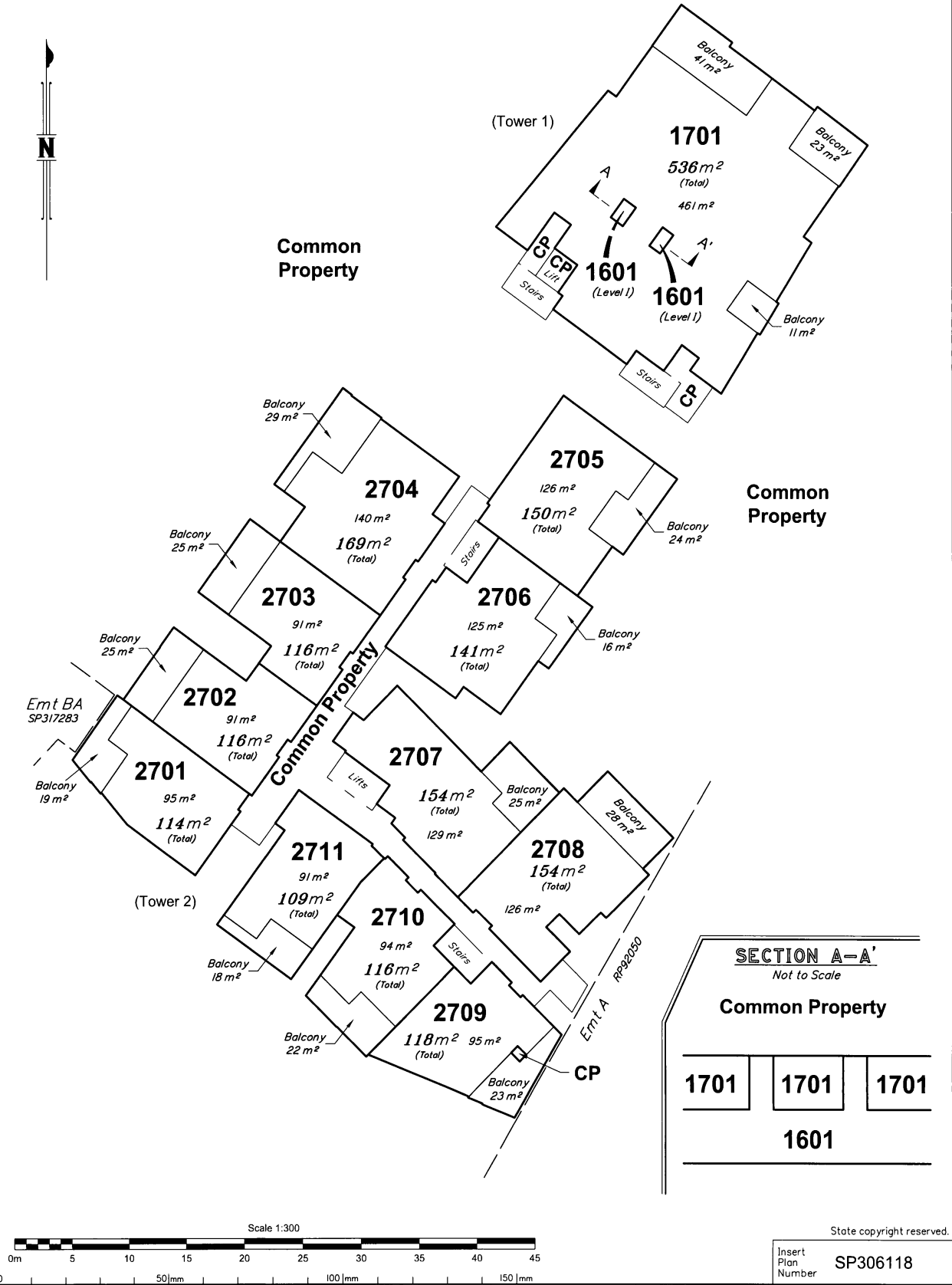


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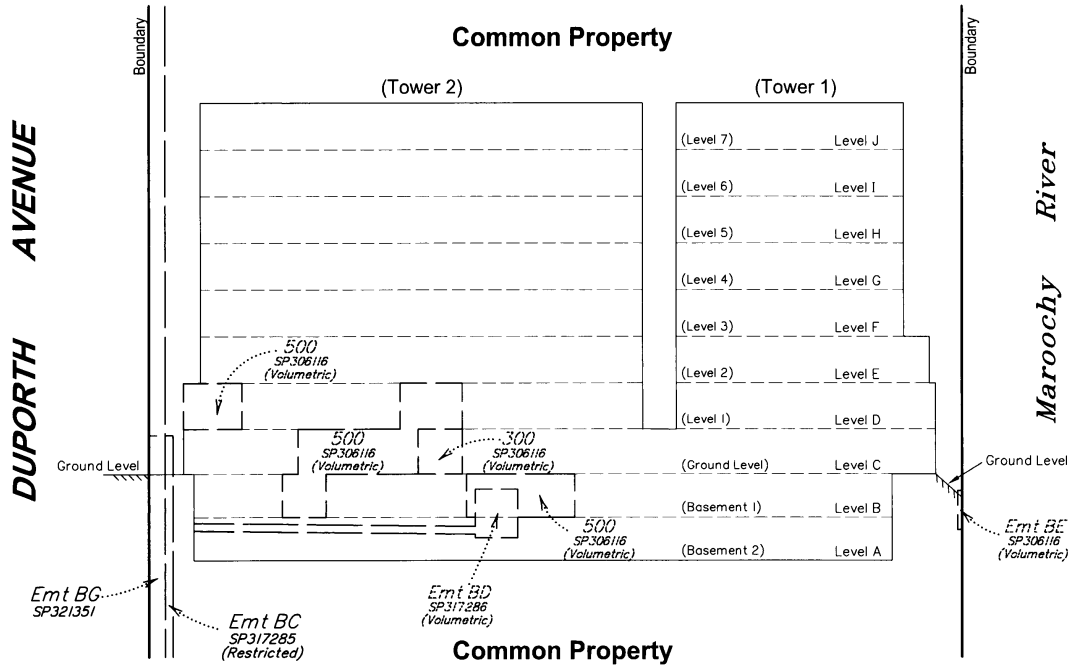
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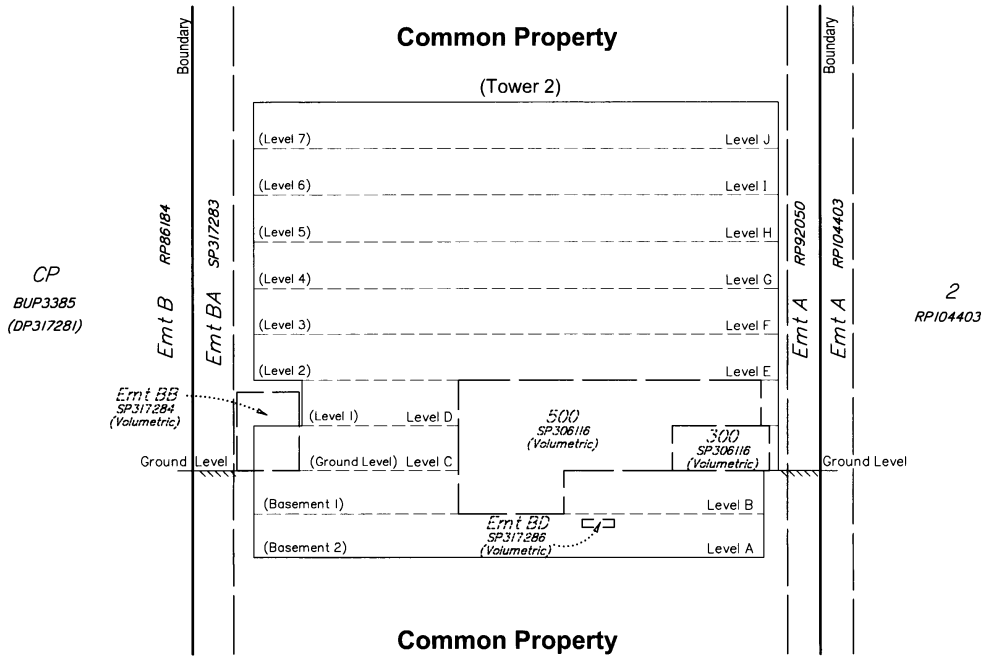
LATERAL ASPECT

(Looking Northwest)
Not to Scale



LATERAL ASPECT

(Looking North East)
Not to Scale



General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

Part 1 Tenancy details

**Item
1****1.1 Lessor**

Name/trading name Katherine Zina Isoardi C/O Mosaic Property Management Pty Ltd

Address

C/- Mosaic Property Management Pty Ltd

PO Box 2075, Fortitude Valley

QLD

Postcode 4006

1.2 Phone

Mobile

1300 985 852

Email

padmin@mosaicproperty.com.au

**Item
2****2.1 Tenant/s**

1. Full name/s	Mandy Dobson		
Phone	0212 451 081	Email	dobsys@xtra.co.nz
Emergency contact full name/s	Callum Dobson (Son)		
Emergency contact phone	0275 276 036		
Emergency contact email	callumjdobson@gmail.com		

2. Full name/s	Roy Dobson		
Phone	0274 510 812	Email	roy@hh.co.nz
Emergency contact full name/s	As Above		
Emergency contact phone			
Emergency contact email			

3. Full name/s			
Phone		Email	
Emergency contact full name/s			
Emergency contact phone			
Emergency contact email			

2.2 Address for service (if different from address of the premises in item 5.1) Attach a separate list**Item
3****3.1 Agent** If applicable. See clause 43

Full name/trading name Mosaic Property Management Pty Ltd

Address

89 McLachlan Street

Fortitude Valley, QLD

Fortitude Valley

QLD

Postcode 4006

3.2 Phone

Mobile

1300 985 852

Email

tkingston@mosaicproperty.com.au

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General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

Item 4 Notices may be given to

(Indicate if the email is different from item 1, 2 or 3 above)

4.1 LessorEmail Yes ☐ No ☒ Facsimile Yes ☐ No ☒ **4.2 Tenant/s**Email Yes ☒ No ☐ Facsimile Yes ☐ No ☒ **4.3 Agent**Email Yes ☒ No ☐ Facsimile Yes ☐ No ☒ **Item 5 5.1 Address of the rental premises**

2204/100 Duporth Ave		
Maroochydore	QLD	Postcode 4558

5.2 Inclusions provided. For example, furniture or other household goods let with the premises. Attach list if necessary

As per Form 1a Entry Condition Report

5.3 Details of current repair orders for the rental premises or inclusions

Item 6 6.1 The term of the agreement is ☒ fixed term agreement ☐ periodic agreement**6.2 Starting on** **6.3 Ending on**

Fixed term agreements only. For continuation of tenancy agreement, see clause 6

Item 7 Rent per ☒ week ☐ fortnight ☐ month See clause 8(1)**Item 8 Rent must be paid on the** day of each
Insert day. See clause 8(2) Insert week, fortnight or month**Item 9 Methods of rent payment** Insert the ways the rent must be paid. See clause 8(3)

Details for direct credit

BSB no. Bank/building society/credit union Account no. Account name Payment reference **Item 10 Place of rent payment** Insert where the rent must be paid. See clause 8(5) to 8(7)**Item 10a Day of last rent increase** Insert the day the rent was last increased for the premises

Note: The lessor/lessor's agent must not increase, or propose to increase, the rent payable by a tenant less than 12 months after the last rent increase for the residential premises. Rent increase requirements do not apply to exempt lessors. The Act provides definitions for an exempt lessor.

Initial



Item 11 **Rental bond amount** See clause 13

Item 12 **12.1 The services supplied to the premises for which the tenant must pay** See clause 16

Electricity ☒ Yes ☐ No Any other service that a tenant must pay ☒ Yes ☐ No
Gas ☒ Yes ☐ No Type See special terms (page 11)
Phone ☒ Yes ☐ No

12.2 Is the tenant to pay for water supplied to the premises See clause 17

☒ Yes ☐ No

Item 13 **If the premises is not individually metered for a service under item 12.1, the apportionment of the cost of the service for which the tenant must pay.**

For example, insert the percentage of the total charge the tenant must pay. See clause 16(c)

Electricity Any other service stated in item 12.1
Gas See special terms (page 11)
Phone

Item 14 **How services must be paid for** Insert for each how the tenant must pay. See clause 16(d)

Electricity
Gas
Phone
Any other service stated in item 12.1
See special terms (page 11)

Item 15 **Number of persons allowed to reside at the premises** See clause 23

Item 16 **16.1 Are there any body corporate by-laws applicable to the occupation of the premises by a tenant?** ☒ Yes ☐ No
See clause 22

16.2 Has the tenant been given a copy of the relevant by-laws See clause 22 ☒ Yes ☐ No

Item 17 **The type and number of pets approved by the lessor to be kept at the premises** See clauses 33A to 33D

Type Number Type Number

Item 18 **18.1 Name and telephone number of the lessor's nominated repairer for each of the following repairs**


Electrical repairs	<input type="text" value="Mosaic After-hours (to be directed to a nominated repairer)"/>	Phone	<input type="text" value="1300 985 852"/>
Plumbing repairs	<input type="text" value="Mosaic After-hours (to be directed to a nominated repairer)"/>	Phone	<input type="text" value="1300 985 852"/>
Other repairs	<input type="text" value="Mosaic After-hours (to be directed to a nominated repairer)"/>	Phone	<input type="text" value="1300 985 852"/>

18.2 Are the nominated repairers the tenant's first point of contact for notifying the need for emergency repairs? See clause 31(4)

☐ Yes
☒ No - please provide lessor contact details below

Name Phone

Initial



Part 2 Standard Terms

Division 1 Preliminary

1 Interpretation

In this agreement -

- (a) a reference to **the premises** includes a reference to any inclusions for the premises stated in this agreement for item 5.2; and
- (b) a reference to a numbered section is a reference to the section in the Act with that number; and
- (c) a reference to a numbered item is a reference to the item with that number in part 1; and
- (d) a reference to a numbered clause is a reference to the clause of this agreement with that number.

2 Terms of a general tenancy agreement

- (1) This part states, under the *Residential Tenancies and Rooming Accommodation Act 2008 (the Act)*, section 55, the standard terms of a general tenancy agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the lessor and tenant that are taken to be included as terms of this agreement.
- (3) The lessor and tenant may agree on other terms of this agreement (**special terms**).
- (4) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (5) A standard term overrides a special term if they are inconsistent.
Note - Some breaches of this agreement may also be an offence under the Act, for example, if -
 - the lessor or the lessor's agent enters the premises in contravention of the rules of entry under sections 192 to 199; or
 - the tenant does not sign and return the condition report to the lessor or the lessor's agent under section 65.
- (6) In accordance with section 61 of the Act, a General Tenancy Agreement must include the day the rent for the premises was last increased, within the meaning of section 93, at the time the agreement is entered into. However, this does not apply if the lessor is an exempt lessor.

3 More than 1 lessor or tenant

- (1) This clause applies if more than 1 person is named in this agreement for item 1 or 2.
- (2) Each lessor named in this agreement for item 1 must perform all of the lessor's obligations under this agreement.
- (3) Each tenant named in this agreement for item 2 -
 - (a) holds their interest in the tenancy as a tenant in common unless a special term states the tenants are joint tenants; and
 - (b) must perform all the tenant's obligations under this agreement.

Division 2 Period of tenancy

4 Start of tenancy

- (1) The tenancy starts on the day stated in this agreement for item 6.2.
- (2) However, if no day is stated or if the stated day is before the signing of this agreement, the tenancy starts when the tenant is or was given a right to occupy the premises.

5 Entry condition report - s 65

- (1) The lessor must prepare, in the approved form, sign and give the tenant 1 copy of a condition report for the premises.
- (2) The copy must be given to the tenant on or before the day the tenant occupies the premises under this agreement.
- (3) The tenant must mark the copy of the report to show any parts the tenant disagrees with, and sign and return the copy to the lessor not later than 7 days after the later of the following days -
 - (a) the day the tenant occupies the premises;

- (b) the day the tenant is given the copy of the condition report.

Note - A well completed condition report can be very important to help the parties if there is a dispute about the condition of the premises when the tenancy started. For more information about condition reports, see the information statement.

- (4) After the copy of the condition report is returned to the lessor by the tenant, the lessor must copy the condition report and return it to the tenant within 14 days.
- (5) However, the lessor does not have to prepare a condition report for the premises if -
 - (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
 - (b) in accordance with the Act, a condition report was prepared for the premises for the earlier residential tenancy agreement.
- (6) If a condition report is not prepared for this agreement because subclause (5) applies, the condition report prepared for the earlier residential tenancy agreement is taken to be the condition report for this agreement.

6 Continuation of fixed term agreement - s 70

- (1) This clause applies if -
 - (a) this agreement is a fixed term agreement; and
 - (b) none of the following notices are given, or agreements or applications made before the day the term ends (the **end day**) -
 - (i) a notice to leave;
 - (ii) a notice of intention to leave;
 - (iii) an abandonment termination notice;
 - (iv) a notice, agreement or application relating to the death of a sole tenant under section 277(7);
 - (v) a written agreement between the lessor and tenant to end the agreement.
- (2) This agreement, other than a term about this agreement's term, continues to apply after the end day on the basis that the tenant is holding over under a periodic agreement.
Note - For more information about the notices, see the information statement.

7 Costs apply to early ending of fixed term agreement - s 357A

- (1) This clause applies if -
 - (a) this agreement is a fixed term agreement; and
 - (b) the tenant ends this agreement before the term ends in a way not permitted under the Act.
- (2) The tenant must pay the reletting costs under section 357A(3).
Note - For when the tenant may end this agreement early under the Act, see clause 36 and the information statement.
- (3) This clause does not apply if, after experiencing domestic violence, the tenant ends this agreement or the tenant's interest in this agreement under chapter 5, part 1, division 3, subdivision 2A of the Act.

Division 3 Rent

8 When, how and where rent must be paid - ss 83 and 85

- (1) The tenant must pay the rent stated in this agreement for item 7.
- (2) The rent must be paid at the times stated in this agreement for item 8.
- (3) The rent must be paid -
 - (a) in a way stated in this agreement for item 9; or
 - (b) in the way agreed after the signing of this agreement by
 - (i) the lessor or tenant giving the other party a notice proposing the way; and
 - (ii) the other party agreeing to the proposal in writing; or

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Residential Tenancies and Rooming Accommodation Act 2008



- (c) if the lessor intends to change the way rent is paid to a way that is not stated in this agreement for item 9 and no way is agreed to after the signing of this agreement – in a way the lessor proposes by written notice to the tenant under section 84A.
- (4) The lessor must give the tenant written notice advising of the costs associated with the ways to pay rent offered to the tenant that the tenant would not reasonably be aware of if the lessor or lessor's agent knows or could reasonably be expected to find out about the costs.
- (5) The rent must be paid at the place stated in this agreement for item 10.
- (6) However, if, after the signing of this agreement, the lessor gives a notice to the tenant stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (7) If no place is stated in this agreement for item 10 and there is no notice stating a place, the rent must be paid at an appropriate place.

Examples of an appropriate place –

- the lessor's address for service
- the lessor's agent's office

9 Rent in advance - s 87

The lessor may require the tenant to pay rent in advance only if the payment is not more than –

- (a) for a periodic agreement – 2 weeks rent; or
- (b) for a fixed term agreement – 1 month rent.

Note – Under section 87(2), the lessor or the lessor's agent must not require a payment of rent under this agreement in a period for which rent has already been paid.

10 Rent increases - ss 91 and 93

- (1) If the lessor proposes to increase the rent, the lessor must give notice of the proposal to the tenant.
- (2) The notice must state the amount of the increased rent and the day from when it is payable.
- (3) The day stated must not be earlier than the later of the following –
 - (a) 2 months after the notice is given;
 - (b) 12 months after the last rent increase for the premises under section 93.
- (4) Subject to an order of a tribunal, the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.
- (5) However, the increased rent is payable by the tenant only if –
 - (a) the rent is increased in compliance with this clause; and
 - (b) the increased rent is not payable before the end of the minimum period before the rent may be increased under section 93; and
 - (c) the increase in rent does not relate to –
 - (i) compliance of the premises or inclusions with the prescribed minimum housing standards; or
 - (ii) keeping a pet or working dog at the premises.
- (6) Also, if this agreement is a fixed term agreement, the rent may not be increased before the term ends unless –
 - (a) this agreement provides for the rent increase; and
 - (b) this agreement states the amount of the increase or how the amount of the increase is to be worked out; and
 - (c) the increase is made in compliance with the matters mentioned in paragraph (b).

11 Application to tribunal about excessive increase - s 92

- (1) After the lessor gives the tenant notice of a proposed rent increase, the tenant may apply to the tribunal for an order setting aside or reducing the increase if the tenant believes the increase –
 - (a) is excessive; or
 - (b) is not payable under clause 10.

- (2) However, the application must be made –
 - (a) within 30 days after the notice is received; and
 - (b) for a fixed term agreement – before the term ends.

12 Rent decreases - s 94

Under section 94, the rent may decrease in certain situations.

Note – For details of the situations, see the information statement.

Division 4 Rental bond

13 Rental bond required - ss 111 and 116

- (1) If a rental bond is stated in this agreement for item 11, the tenant must pay to the lessor or the lessor's agent the rental bond amount –
 - (a) if a special term requires the bond to be paid at a stated time – at the stated time; or
 - (b) if a special term requires the bond to be paid by instalments – by instalments; or
 - (c) otherwise – when the tenant signs this agreement.
- (2) The lessor or the lessor's agent must, within 10 days of receiving the bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.
- (3) The bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.

Example – The lessor may claim against the bond if the tenant does not leave the premises in the required condition at the end of the tenancy.

Note – For how to apply to the authority or a tribunal for the bond at the end of the tenancy, see the information statement and sections 125 to 141. Delay in applying may mean that payment is made on another application for payment.

14 Increase in bond - s 154

- (1) The tenant must increase the rental bond if –
 - (a) the rent increases and the lessor gives notice to the tenant to increase the bond; and
 - (b) the notice is given at least 11 months after –
 - (i) this agreement started; or
 - (ii) if the bond has been increased previously by a notice given under this clause – the day stated in the notice, or the last notice, for making the increase.
- (2) The notice must state the increased amount and the day by which the increase must be made.
- (3) For subclause (2), the day must be at least 1 month after the tenant is given the notice.

Division 5 Outgoings

15 Outgoings - s 163

- (1) The lessor must pay all charges, levies, premiums, rates or taxes for the premises, other than a service charge.

Examples –
body corporate levies, council general rates, sewerage charges, environment levies, land tax
- (2) This clause does not apply if –
 - (a) the lessor is the State; and
 - (b) rent is not payable under the agreement; and
 - (c) the tenant is an entity receiving financial or other assistance from the State to supply rented accommodation to persons.

16 General service charges - ss 164 and 165

The tenant must pay a service charge, other than a water service charge, for a service supplied to the premises during the tenancy if –

- (a) the tenant enjoys or shares the benefit of the service; and
- (b) the service is stated in this agreement for item 12.1; and

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Residential Tenancies and Rooming Accommodation Act 2008



- (c) either -
 - (i) the premises are individually metered for the service; or
 - (ii) this agreement states for item 13 how the tenant's apportionment of the cost of the service is to be worked out; and
- (d) this agreement states for item 14 how the tenant must pay for the service.

Note - Section 165(3) limits the amount the tenant must pay.

17 Water service charges - ss 164, 166 and 166A

- (1) The tenant must pay an amount for the water consumption charges for the premises if -
 - (a) the tenant is enjoying or sharing the benefit of a water service to the premises; and
 - (b) the premises are individually metered for the supply of water or water is supplied to the premises by delivery by means of a vehicle; and
 - (c) this agreement states for item 12.2 that the tenant must pay for water supplied to the premises.

Note - A water consumption charge does not include the amount of a water service charge that is a fixed charge for the water service.

- (2) However, the tenant does not have to pay an amount -
 - (a) that is more than the amount of the water consumption charges payable to the relevant water supplier; or
 - (b) that is a fixed charge for the water service to the premises.
- (3) Also, the tenant does not have to pay an amount for a reasonable quantity of water supplied to the premises for a period if, during the period, the premises are not water efficient for section 166.

Note - For details about water efficiency, see the information statement.

- (4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169(4)(a) to (e).
- (5) The lessor must give the tenant copies of relevant documents about the amount payable to the relevant water supplier within 4 weeks after the lessor receives the documents.
- (6) The tenant is not required to pay an amount for the water consumption charges if the tenant has not received a copy of the documents about the amount payable to the relevant water supplier.
- (7) Subclause (9) applies if water consumption charges are payable for a period that includes part but not all of a period specified, or to be specified, in a water consumption charges document.
- (8) The tenant may be required to pay an amount calculated under section 166A using -
 - (a) a meter reading for the premises recorded in a condition report; and
 - (b) a reasonable estimate of the volume of water supplied to the premises during the period for which water consumption charges are payable by the tenant mentioned in subclause (8); and
 - (c) the rate used to calculate the water consumption charge stated in the most recent water consumption charges document.
- (9) The tenant must pay the amount of the charge to the lessor within 1 month of the lessor giving the tenant copies of relevant documents about the incurring of the amount.

- (10) In this clause -
 - water consumption charge**, for premises, means the variable part of a water service charge assessed on the volume of water supplied to the premises.

water consumption charges document means a document, issued to the lessor by the relevant water supplier, stating the amount of water consumption charges for the premises that are payable to the supplier.

Note - If there is a dispute about how much water (or any other service charge) the tenant should pay, the lessor or the tenant may attempt to resolve the dispute by conciliation. See the information statement for details.

Division 6 Rights and obligations concerning the premises during tenancy

Subdivision 1 Occupation and use of premises

18 No legal impediments to occupation - s 181

The lessor must ensure there is no legal impediment to occupation of the premises by the tenant as a residence for the term of the tenancy if, when entering into this agreement, the lessor knew about the impediment or ought reasonably to have known about it.

Examples of possible legal impediments -

- if there is a mortgage over the premises, the lessor might need to obtain approval from the mortgagee before the tenancy can start
- a certificate might be required under the *Building Act 1975* before the premises can lawfully be occupied
- the zoning of the land might prevent use of a building on the land as a residence

19 Vacant possession and quiet enjoyment - ss 182 and 183

- (1) The lessor must ensure the tenant has vacant possession of the premises (other than a part of the premises that the tenant does not have a right to occupy exclusively) on the day the tenant is entitled to occupy the premises under this agreement.

Editor's note - Parts of the premises where the tenant does not have a right to occupy exclusively may be identified in a special term.
- (2) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.
- (3) The lessor or the lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

20 Lessor's right to enter the premises - ss 192-199

The lessor or the lessor's agent may enter the premises during the tenancy only if the obligations under sections 192 to 199 have been complied with.

Note - See the information statement for details.

21 Tenant's use of premises - ss 10 and 184

- (1) The tenant may use the premises only as a place of residence or mainly as a place of residence or for another use allowed under a special term.
- (2) The tenant must not -
 - (a) use the premises for an illegal purpose; or
 - (b) cause a nuisance by the use of the premises; or

Examples of things that may constitute a nuisance -

 - using paints or chemicals on the premises that go onto or cause odours on adjoining land
 - causing loud noises
 - allowing large amounts of water to escape onto adjoining land
 - (c) interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant; or
 - (d) allow another person on the premises to interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant.

22 Units and townhouses - s 69

- (1) The lessor must give the tenant a copy of any body corporate by-laws applicable to -
 - (a) the occupation of the premises; or
 - (b) any common area available for use by the tenant with the premises.
- (2) The tenant must comply with the body corporate by-laws.
- (3) Subclause (1) does not apply if -
 - (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
 - (b) the lessor gave the tenant a copy of the body corporate by-laws in relation to the earlier agreement.

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23 Number of occupants allowed

No more than the number of persons stated in this agreement for item 15 may reside at the premises.

24 - intentionally removed

Subdivision 2 Standard of premises

25 Lessor's obligations - s 185

- (1) At the start of the tenancy, the lessor must ensure -
 - (a) the premises are clean; and
 - (b) the premises are fit for the tenant to live in; and
 - (c) the premises are in good repair; and
 - (d) the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises.
 - (e) the premises and inclusions otherwise comply with any prescribed minimum housing standards applying to the premises or inclusions.
- (2) While the tenancy continues, the lessor must -
 - (a) maintain the premises in a way that the premises remain fit for the tenant to live in; and
 - (b) maintain the premises in good repair; and
 - (c) ensure the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises; and
 - (d) keep any common area included in the premises clean.
 - (e) ensure the premises and inclusions otherwise comply with any prescribed minimum housing standards applying to the premises or inclusions

Note - For details about the maintenance, see the information statement.
- (3) However, the lessor is not required to comply with subclause (1)(c) or (2)(a) for any non-standard items and the lessor is not responsible for their maintenance if -
 - (a) the lessor is the State; and
 - (b) the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and
 - (c) the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and
 - (d) the non-standard items are not a risk to health or safety; and
 - (e) for fixtures - the fixtures were not attached to the premises by the lessor.
- (4) In this clause -

non-standard items means the fixtures attached to the premises and inclusions supplied with the premises stated in this agreement for item 5.2.

premises include any common area available for use by the tenant with the premises.

26 Tenant's obligations generally - s 188(2), (3) and (5)

- (1) The tenant must keep the premises clean, having regard to their condition at the start of the tenancy.
- (2) The tenant must not maliciously damage, or allow someone else to maliciously damage, the premises.
- (3) The tenant's obligations under this clause do not apply to the extent the obligations would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises or inclusions caused by an act of domestic violence experienced by the tenant

Subdivision 3 The dwelling

27 Fixtures or structural changes - ss 206A-209B

- (1) The tenant may attach a fixture, or make a structural change, to the premises only if the lessor agrees to the fixture's attachment or the structural change.

Note - Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. An attachment may include, for example, something glued, nailed or screwed to a wall.

- (2) The lessor's agreement must be written, describe the nature of the fixture or change and include any terms of the agreement.

Examples of terms -

- that the tenant may remove the fixture
 - that the tenant must repair damage caused when removing the fixture
 - that the lessor must pay for the fixture if the tenant can not remove it
- (3) If the lessor does agree, the tenant must comply with the terms of the lessor's agreement.
 - (4) The lessor must not act unreasonably in failing to agree.
 - (5) If the tenant attaches a fixture, or makes a structural change, to the premises without the lessor's agreement, the lessor may -
 - (a) take action for a breach of a term of this agreement; or
 - (b) waive the breach (that is, not take action for the breach) and treat the fixture or change as an improvement to the premises for the lessor's benefit (that is, treat it as belonging to the lessor, without having to pay the tenant for it).
 - (6) A fixture may be attached, or a structural change may be made, to premises if the fixture or structural change—
 - (a) is necessary for a tenant's safety, security or accessibility; and
 - (b) is attached or made in the circumstances, and in accordance with any requirements, prescribed by regulation.

28 Supply of locks and keys - s 210

- (1) The lessor must supply and maintain all locks necessary to ensure the premises are reasonably secure.
- (2) The lessor must give the tenant, or if there is more than 1 tenant, 1 of the tenants, a key for each lock that -
 - (a) secures an entry to the premises; or
 - (b) secures a road or other place normally used to gain access to, or leave, the area or building in which the premises are situated; or
 - (c) is part of the premises.
- (3) If there is more than 1 tenant, the lessor must give the other tenants a key for the locks mentioned in subclause (2)(a) and (b).

29 Changing locks - ss 211 and 212

- (1) The lessor or tenant may change a lock at the premises only if -
 - (a) the other party to this agreement agrees to the change; or
 - (b) the lessor or tenant has a reasonable excuse for making the change; or
 - (c) the lessor or tenant believes the change is necessary because of an emergency; or
 - (d) the lock is changed to comply with an order of the tribunal.
- (2) However, the tenant may also change a lock at the premises if the tenant -
 - (a) believes the change is necessary to protect the tenant or another occupant of the premises from domestic violence; and
 - (b) engages a locksmith or other qualified tradesperson to change the lock.
- (3) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- (4) If the lessor or tenant changes the lock, the lessor or tenant must give the other party to this agreement a key for the changed lock, unless -
 - (a) the other party agrees to not being given the key; or
 - (b) a tribunal orders that the key not be given to the other party.
- (5) If the tenant changes a lock under subclause (2) and gives the lessor a key for the changed lock, the lessor must not give the key to any other person without the tenant's agreement or a reasonable excuse.
- (6) The right of the lessor or tenant to change a lock under this clause is subject to any of the following laws that apply to the premises -
 - (a) the *Body Corporate and Community Management Act 1997*;
 - (b) the *Building Units and Group Titles Act 1980*;
 - (c) a body corporate by-law

Initial



Subdivision 4 Damage and repairs

30 Meaning of emergency and routine repairs - ss 214 and 215

- (1) **Emergency repairs** are works needed to repair any of the following -
 - (a) a burst water service or serious water service leak;
 - (b) a blocked or broken lavatory system;
 - (c) a serious roof leak;
 - (d) a gas leak;
 - (e) a dangerous electrical fault;
 - (f) flooding or serious flood damage;
 - (g) serious storm, fire or impact damage;
 - (h) a failure or breakdown of the gas, electricity or water supply to the premises;
 - (i) a failure or breakdown of an essential service or appliance on the premises for hot water, cooking or heating;
 - (j) a fault or damage that makes the premises unsafe or insecure;
 - (k) a fault or damage likely to injure a person, damage property or unduly inconvenience a resident of the premises;
 - (l) a serious fault in a staircase, lift or other common area of the premises that unduly inconveniences a resident in gaining access to, or using, the premises.
- (2) Also, **emergency repairs** are works needed for the premises or inclusions to comply with the prescribed minimum housing standards.
- (3) **Routine repairs** are repairs other than emergency repairs.

31 Nominated repairer for emergency repairs - s 216

- (1) The lessor's nominated repairer for emergency repairs of a particular type must be stated either -
 - (a) in this agreement for item 18; or
 - (b) in a written notice given by the lessor to the tenant.
- (2) Item 18 or the written notice must state -
 - (a) the name and telephone number of the nominated repairer; and
 - (b) whether or not the nominated repairer is the tenant's first point of contact for notifying of the need for emergency repairs.
- (3) The lessor must give written notice to the tenant of any change of the lessor's nominated repairer or the telephone number of the nominated repairer.
- (4) This clause does not apply if -
 - (a) the lessor has given the tenant a telephone number of the lessor; and
 - (b) under this agreement the lessor is to arrange for emergency repairs to be made to the premises or inclusions.

32 Notice of damage - s 217

- (1) If the tenant knows the premises have been damaged, the tenant must give notice as soon as practicable of the damage.
- (2) If the premises need routine repairs, the notice must be given to the lessor.
- (3) If the premises need emergency repairs, the notice must be given to -
 - (a) the nominated repairer for the repairs; or
 - (b) if there is no nominated repairer for the repairs or the repairer can not be contacted - the lessor.
- (4) This clause does not apply to the tenant for damage caused by an act of domestic violence experienced by the tenant.

33 Emergency repairs arranged by tenant - ss 218 and 219

- (1) The tenant may arrange for a suitably qualified person to make emergency repairs or apply to the tribunal under section 221 for orders about the repairs if -
 - (a) the tenant has been unable to notify the lessor or nominated repairer of the need for emergency repairs of the premises; or
 - (b) the repairs are not made within a reasonable time after notice is given.

- (2) The maximum amount that may be incurred for emergency repairs arranged to be made by the tenant is an amount equal to the amount payable under this agreement for 4 weeks rent.
Note - For how the tenant may require reimbursement for the repairs, see sections 219(2) and (3) and 220 and the information statement.

Subdivision 5 Pets

33A Keeping pets and other animals at premises - ss 184B and 184G

- (1) The tenant may keep a pet or other animal at the premises only with the approval of the lessor.
- (2) However, the tenant may keep a working dog at the premises without the lessor's approval.
- (3) The tenant has the approval of the lessor to keep a pet at the premises if keeping the pet at the premises is consistent with item 17.
Notes -
 - 1 If item 17 states 2 cats, the tenant is approved by the lessor to keep up to 2 cats at the premises.
 - 2 For additional approvals to keep a pet or other animal at the premises see clause 33C.
- (4) An authorisation to keep the pet or working dog at the premises continues for the life of the pet or working dog and is not affected by any of the following matters -
 - (a) the ending of this agreement, if the tenant continues occupying the premises under a new agreement;
 - (b) a change in the lessor or lessor's agent;
 - (c) for a working dog - the retirement of the dog from the service the dog provided as a working dog.
- (5) An authorisation to keep a pet, working dog or other animal at the premises may be restricted by a body corporate by-law or other law about keeping animals at the premises.

Examples -

- 1 The premises may be subject to a local law that limits the number or types of animals that may be kept at the premises.
- 2 The premises may be subject to a body corporate by-law that requires the tenant to obtain approval from the body corporate before keeping a pet at the premises.

33B Tenant responsible for pets and other animals - s 184C

- (1) The tenant is responsible for all nuisance caused by a pet or other animal kept at the premises, including, for example, noise caused by the pet or other animal.
- (2) The tenant is responsible for repairing any damage to the premises or inclusions caused by the pet or other animal.
- (3) Damage to the premises or inclusions caused by the pet or other animal is not fair wear and tear.

33C Request for approval to keep pet - ss 184D and 184E

- (1) The tenant may, using the approved form, request the lessor's approval to keep a stated pet at the premises.
- (2) The lessor must respond to the tenant's request within 14 days after receiving the request.
- (3) The lessor's response to the request must be in writing and state -
 - (a) whether the lessor approves or refuses the tenant's request; and
 - (b) if the lessor approves the tenant's request subject to conditions - the conditions of the approval; and
Note - See clause 33D for limitations on conditions of approval to keep a pet at the premises.
 - (c) if the lessor refuses the tenant's request -
 - (i) the grounds for the refusal; and
 - (ii) the reasons the lessor believes the grounds for the refusal apply to the request.
- (4) The lessor may refuse the request for approval to keep a pet at the premises only on 1 or more of the following grounds -
 - (a) keeping the pet would exceed a reasonable number of animals being kept at the premises;

Initial



General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

- (b) the premises are unsuitable for keeping the pet because of a lack of appropriate fencing, open space or another thing necessary to humanely accommodate the pet;
 - (c) keeping the pet is likely to cause damage to the premises or inclusions that could not practicably be repaired for a cost that is less than the amount of the rental bond for the premises;
 - (d) keeping the pet would pose an unacceptable risk to the health and safety of a person, including, for example, because the pet is venomous;
 - (e) keeping the pet would contravene a law;
 - (f) keeping the pet would contravene a body corporate by-law applying to the premises;
 - (g) if the lessor proposed reasonable conditions for approval and the conditions comply with clause 33D – the tenant has not agreed to the conditions;
 - (h) the animal stated in the request is not a pet as defined in section 184A;
 - (i) another ground prescribed by a regulation under section 184E(1)(j).
- (5) The lessor is taken to approve the keeping of the pet at the premises if –
- (a) the lessor does not comply with subclause (2); or
 - (b) the lessor's response does not comply with subclause (3).

33D Conditions for approval to keep pet at premises – s 184F

- (1) The lessor's approval to keep a pet at the premises may be subject to conditions if the conditions –
 - (a) relate only to keeping the pet at the premises; and
 - (b) are reasonable having regard to the type of pet and the nature of the premises; and
 - (c) are stated in the written approval given to the tenant in a way that is consistent with clause 33C(3).
- (2) Without limiting subclause (1)(b), the following conditions of the lessor's approval are taken to be reasonable –
 - (a) if the pet is not a type of pet ordinarily kept inside – a condition requiring the pet to be kept outside at the premises;
 - (b) if the pet is capable of carrying parasites that could infest the premises – a condition requiring the premises to be professionally fumigated at the end of the tenancy;
 - (c) if the pet is allowed inside the premises – a condition requiring carpets in the premises to be professionally cleaned at the end of the tenancy.
- (3) A condition of the lessor's approval to keep a pet at the premises is void if the condition –
 - (a) would have the effect of the lessor contravening section 171 or 172; or
 - (b) would, as a term of this agreement, be void under section 173; or
 - (c) would increase the rent or rental bond payable by the tenant; or
 - (d) would require any form of security from the tenant.
- (4) For subclause (2), the premises are professionally fumigated, and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.

Division 7 Restrictions on transfer or subletting by tenant

34 General - ss 238 and 240

- (1) Subject to clause 35, the tenant may transfer all or a part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing or if the transfer or subletting is made under a tribunal order.

- (2) The lessor must act reasonably in failing to agree to the transfer or subletting.
- (3) The lessor is taken to act unreasonably in failing to agree to the transfer or subletting if the lessor acts in a capricious or retaliatory way.
- (4) The lessor or the lessor's agent must not require the tenant to pay, or accept from the tenant, an amount for the lessor's agreement to a transfer or subletting by the tenant, other than an amount for the reasonable expenses incurred by the lessor in agreeing to the transfer or subletting.

35 State assisted lessors or employees of lessor - s 237

- (1) This clause applies if –
 - (a) the lessor is the State; or
 - (b) the lessor is an entity receiving assistance from the State to supply rented accommodation; or
 - (c) the tenant's right to occupy the premises comes from the tenant's terms of employment.
- (2) The tenant may transfer the whole or part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing to the transfer or subletting.

Division 8 When agreement ends

36 Ending of agreement - s 277

- (1) This agreement ends only if –
 - (a) the lessor and tenant agree, in a separate written document, to end this agreement; or
 - (b) the lessor gives a notice to leave premises to the tenant under section 326 and the tenant hands over vacant possession of the premises to the lessor on or after the handover day; or
 - (c) the tenant gives a notice of intention to leave premises to the lessor under section 327 and hands over vacant possession of the premises to the lessor on or after the handover day; or
 - (d) the tenant vacates, or is removed from, the premises after receiving a notice from a mortgagee or appointed person under section 317; or
 - (e) the tenant abandons the premises and the period for which the tenant paid rent has ended; or
 - (f) the tribunal makes an order terminating this agreement.
- (2) Also, this agreement ends for a sole tenant if –
 - (a) the tenant gives the lessor a notice ending tenancy interest and hands over vacant possession of the premises; or
Note – See chapter 5, part 1, division 3, subdivision 2A of the Act for the obligations of the lessor and tenant relating to a notice ending tenancy interest.
 - (b) the tenant dies.

Note – See section 324A for when this agreement ends if a sole tenant dies.

37 Condition premises must be left in - s 188(4) and (5)

- (1) At the end of the tenancy, the tenant must leave the premises, as far as possible, in the same condition they were in at the start of the tenancy, fair wear and tear excepted.

Examples of what may be fair wear and tear –

- wear that happens during normal use
- changes that happen with ageing

- (2) The tenant's obligation mentioned in subclause (1) does not apply to the extent the obligation would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises or inclusions caused by an act of domestic violence experienced by the tenant.

Initial

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38 Keys

At the end of the tenancy, the tenant must return to the lessor all keys for the premises.

39 Tenant's forwarding address - s 205(2) and (3)

- (1) When handing over possession of the premises, the tenant must, if the lessor or the lessor's agent asks the tenant in writing to state the tenant's new residential address, tell the lessor or the agent the tenant's new residential address.
- (2) However, subclause (1) does not apply if -
 - (a) the tenant has a reasonable excuse for not telling the lessor or agent the new address; or
 - (b) after experiencing domestic violence, the tenant ended this agreement, or the tenant's interest in this agreement, under chapter 5, part 1, division 3, subdivision 2A of the Act.

40 Exit condition report - s 66

- (1) As soon as practicable after this agreement ends, the tenant must prepare, in the approved form, and sign a condition report for the premises and give 1 copy of the report to the lessor or the lessor's agent.
Example of what might be as soon as practicable - when the tenant returns the keys to the premises to the lessor or the lessor's agent
Note - For the approved form for the condition report, see the information statement. The report may be very important in deciding who is entitled to a refund of the rental bond if there is a dispute about the condition of the premises.
- (2) The lessor or the lessor's agent must, within 3 business days after receiving the copy of the report -
 - (a) sign the copy; and
 - (b) if the lessor or agent does not agree with the report - show the parts of the report the lessor or agent disagrees with by marking the copy in an appropriate way; and
 - (c) if the tenant has given a forwarding address to the lessor or agent - make a copy of the report and return it to the tenant at the address.
- (3) The lessor or agent must keep a copy of the condition report signed by both parties for at least 1 year after this agreement ends.

41 Goods or documents left behind on premises - ss 363 and 364

- (1) The tenant must take all of the tenant's belongings from the premises at the end of the tenancy.
- (2) The lessor may not treat belongings left behind as the lessor's own property, but must deal with them under sections 363 and 364.
Note - For details of the lessor's obligations under sections 363 and 364, see the information statement. They may include an obligation to store goods and may allow the lessor to sell goods and pay the net sale proceeds (after storage and selling costs) to the public trustee.

Division 9 Miscellaneous**42 Supply of goods and services - s 171**

- (1) The lessor or the lessor's agent must not require the tenant to buy goods or services from the lessor or a person nominated by the lessor or agent.
- (2) Subclause (1) does not apply to -
 - (a) a requirement about a service charge; or
Note - See section 164 for what is a service charge.
 - (b) a condition of an approval to keep a pet if the condition -
 - (i) requires the carpets to be cleaned, or the premises to be fumigated, at the end of the tenancy; and
 - (ii) complies with clause 33D; and
 - (iii) does not require the tenant to buy cleaning or fumigation services from a particular person or business.

43 Lessor's agent

- (1) The name and address for service of the lessor's agent is stated in this agreement for item 3.
- (2) Unless a special term provides otherwise, the agent may -
 - (a) stand in the lessor's place in any application to a tribunal by the lessor or the tenant; or
 - (b) do any thing else the lessor may do, or is required to do, under this agreement.

44 Notices

- (1) A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.
Note - Download approved forms via the RTA website rta.qld.gov.au.
- (2) A notice from the tenant to the lessor may be given to the lessor's agent.
- (3) A notice may be given to a party to this agreement or the lessor's agent -
 - (a) by giving it to the party or agent personally; or
 - (b) if an address for service for the party or agent is stated in this agreement for item 1, 2 or 3 - by leaving it at the address, sending it by prepaid post as a letter to the address; or
 - (c) if a facsimile number for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by facsimile - by sending it by facsimile to the facsimile number in accordance with the *Electronic Transactions (Queensland) Act 2001*; or
 - (d) if an email address for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by email - by sending it electronically to the email address in accordance with the *Electronic Transactions (Queensland) Act 2001*.
- (4) A party or the lessor's agent may withdraw his or her consent to notices being given to them by facsimile or email only by giving notice to each other party that notices are no longer to be given to the party or agent by facsimile or email.
- (5) If no address for service is stated in this agreement for item 2 for the tenant, the tenant's address for service is taken to be the address of the premises.
- (6) A party or the lessor's agent may change his or her address for service, facsimile number or email address only by giving notice to each other party of a new address for service, facsimile number or email address.
- (7) On the giving of a notice of a new address for service, facsimile number or email address for a party or the lessor's agent, the address for service, facsimile number or email address stated in the notice is taken to be the party's or agent's address for service, facsimile number or email address stated in this agreement for item 1, 2 or 3.
- (8) Unless the contrary is proved -
 - (a) a notice left at an address for service is taken to have been received by the party to whom the address relates when the notice was left at the address; and
 - (b) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post; and
 - (c) a notice sent by facsimile is taken to have been received at the place where the facsimile was sent when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; and
 - (d) a notice sent by email is taken to have been received by the recipient when the email enters the recipient's email server.

Initial



Part 3 Special terms Insert any special terms here and/or attach a separate list if required. See clause 2(3) to 2(5)

Refer to attached special terms approved by the Real Estate Institute of Queensland.

1. The Tenant acknowledges that upon vacating, in line with section 188 (4) of The Act, they are required to ensure that the carpets are steam cleaned to a professional standard to return them, as far as possible, to the condition that they were in at the commencement of the tenancy, fair wear and tear excepted.
2. As stated in Section 47 (2) of this agreement, the Tenant and Lessor agree that the regular maintenance of any lawns, gardens, or hedges is the responsibility of the Tenant.
3. Smoking is not permitted inside the property. Should it become evident that smoking has occurred within the property the Tenant will be responsible for deodorisation of the property to a professional standard, as well as rectification of any damages related to smoking.
4. The Tenant agrees that they are required to maintain the flooring to the conditions that they were in at the commencement of the tenancy, fair wear and tear excepted. The Tenant acknowledges that it is recommended that they use protective pads beneath furniture on hard surfaces, and protective mats beneath furniture with castor wheels on carpet to adhere to this requirement.
5. Vehicles of any description (including trailers, and boats) must only be parked in the allocated parking areas for the property. Where Body Corporate by-laws apply vehicles must be parked in accordance with these, and not on common property, or in visitor parking. In relation to houses, vehicles should only be parked in garages, or driveways, and not on any grassed areas.
6. If the property is, or becomes "Water Efficient" as defined by The Act during the tenancy, the Lessor and Tenant agree that the Lessor will be responsible for the payment of all Water Access and Waste Water charges, and the Tenant will be responsible for the full cost of all Water Consumption at the property. Water will be invoiced to the Tenant at the rate charged by the water authority.
7. The Lessor and Tenant agree that, should the property have an individual water meter but is not "Water Efficient", reasonable water usage for the property is deemed to be 35 kilolitres per quarter. It is further agreed that any water used beyond this shall be considered excess water consumption, and charged to the tenant at the rate charged by the water authority.
8. The Tenant understands and agrees that replacement of light bulbs is their responsibility.
9. Pet Clause, if approved:
If the Lessor has agreed to allow Pet/s to be kept at the Premises per Item 17, the Tenant agrees they are to regularly clear the property, including any yard, of droppings, and are responsible for rectifying any damage or degradation as a result of the Pet/s. This includes but is not limited to any evidence of digging, ripping up of grass or plants, urination on floors or floor coverings, clawing on floor coverings or other furnishings, scratching, damage to screens and doors, or tracking along the grassed areas. Upon vacating, the Tenant also agrees they are responsible for having a full internal and external flea treatment performed to a professional standard. The general aim of this clause is to ensure that, upon vacating, there are no obvious signs that any Pet has been kept at the premises.

Names of Approved Occupants:

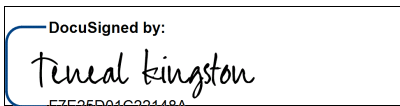
The tenant/s must receive a copy of the information statement (Form 17a) and a copy of any applicable by-laws if copies have not previously been given to the tenant/s. **Do not send to the RTA - give this form to the tenant/s, keep a copy for your records.**

 **Other languages:** You can access a free interpreter service by calling the RTA on 1300 366 311 (Monday to Friday, 8:30am to 5:00pm).**Signature of lessor/agent**

Name/trading name

Mosaic Property Management Pty Ltd

Signature


DocuSigned by:
Teneal Kingston
F7E25B01C22148A...

Date 24/3/2025 | 11:12 AM AEST

Signature of tenant 1

Print name

Mandy Dobson

Signature


Signed by:
Mandy Dobson
4CE5102AAE0D413...

Date 21/3/2025 | 3:50 PM

Signature of tenant 2

Print name

Roy Dobson

Signature


Signed by:
Roy Dobson
328A245057C6493...

Date 21/3/2025 | 4:00 PM AEST

Signature of tenant 3

Print name

Signature



Date / / Initial

Special Terms

These Special Terms have been adopted and approved by The Real Estate Institute of Queensland Ltd.

45 Occupation and use of premises

The tenant must not permit persons other than the persons nominated as approved occupants in Part 3 of this agreement to reside at the premises without the written consent of the lessor. The lessor must act reasonably in exercising the lessor's discretion when determining whether or not to consent to a request by the tenant for any change to the approved tenants or occupants.

46 Subletting via online home sharing platforms

The use of online home sharing platforms, such as AirBnB, which grant exclusive possession of the property, or any part thereof, to guests, shall be deemed to be subletting of the property and require compliance with clause 34.

47 Care of the premises by the tenant

- (1) During the tenancy, the tenant must-
 - (a) not do anything that might block any plumbing or drains on the premises;
 - (b) keep all rubbish in the bin provided by the local authority in an area designated by the lessor or as the local authority may require;
 - (c) put the bin out for collection on the appropriate day for collection and return the bin to its designated place after the rubbish has been collected;
 - (d) maintain the lawns and gardens at the premises having regard to their condition at the commencement of the tenancy, including mowing the lawns, weeding the gardens and watering the lawns and gardens (subject to council water restrictions);
 - (e) subject to the lessor's obligations under clause 25(1)(e) and 25(2)(e), keep the premises free from pests and vermin, having regard to the condition of the premises at the commencement of the tenancy;
 - (f) keep the walls, floors, doors and ceilings of the premises free of nails, screws or adhesive substances, unless otherwise agreed to by the lessor in accordance with clause 27;
 - (g) keep the swimming pool, filter and spa equipment (if any) clean and at the correct chemical levels having regard to their condition at the start of the tenancy;
 - (h) not interfere with nor make non-operational any facility that may be provided with the premises (eg. smoke alarms, fire extinguishers, garden sprinkler systems, hoses etc).
- (2) The obligations of the tenant at the end of the tenancy regarding the conditions of the premises include-
 - (a) if the carpets were cleaned to a certain standard at the start of the tenancy, the tenant must ensure the carpets are cleaned to the same standard, fair wear and tear excepted, at the end of the tenancy. For the sake of clarity, a special term or condition for approval to keep a pet at the premises requiring carpets in the premises to be professionally cleaned at the end of the tenancy overrides this special term;
 - (b) if the property was free of pests and vermin at the start of the tenancy, the tenant must ensure the property meets the same standard at the end of the tenancy. For the sake of clarity, a special term or condition for approval to keep a pet at the premises requiring the premises to be professional fumigated at the end of the tenancy overrides this special term;
 - (c) repairing the tenant's intentional or negligent damage to the premises or inclusions;
 - (d) returning the swimming pool, filter and spa equipment (if any) to a clean condition with correct chemical levels having regard to their condition at the start of the tenancy;
 - (e) replacing inclusions damaged during the tenancy having regard to their condition at the start of the tenancy, fair wear and tear excepted;
 - (f) mowing lawns, weeding gardens having regard to their condition at the start of the tenancy;
 - (g) remove all property other than that belonging to the lessor or on the premises at the start of the tenancy.

48 Photographs of the property during an inspection

- (1) The tenant consents to photographs being taken of the property during an inspection arranged by the lessor or the lessor's agent in accordance with section 192(1)(a), for the purposes of documenting the condition of the property at the time of the inspection.
- (2) For the sake of clarity, if any photographs taken during an inspection of the property show something belonging to the tenant, the lessor or lessor's agent must obtain the tenant's written consent in order to use the photographs in an advertisement for the property in accordance with section 203.

49 Locks and keys

- (1) The lessor may claim from the tenant costs incurred by the lessor as a result of the tenant losing any key, access keycard or remote control relating to the premises which has been provided to the tenant (by the lessor, a body corporate or other person), including costs in connection with:
 - (a) replacing the key, access keycard or remote control; and
 - (b) gaining access to the premises.
- (2) The tenant acknowledges that the lessor's agent may retain a duplicate set of keys.
- (3) If a tenant changes a lock at the premises in accordance with clause 29, the tenant must immediately provide the lessor and/or lessor's agent with the key for the changed lock unless clauses 29(4)(a) or (b) are applicable regarding the provision of the key.
- (4) If a tenant changes a lock under clause 29(2) and gives the key to the lessor in accordance with clause 29(5), the tenant agrees for the key to be given to the lessor's agent.

Special Terms *continued...*

These Special Terms have been adopted and approved by The Real Estate Institute of Queensland Ltd.

50 Liability excluded

The tenant shall be liable for and shall indemnify and defend the lessor from, and against, any and all losses, claims, demands, actions, suits (including costs and legal fees on an indemnity basis), and damages, including, but not limited to:

- (a) injury, bodily or otherwise, or death of any person, including the tenant or an approved occupant; or
- (b) loss, damage to, or destruction of, property whether real or personal, belonging to any person, including the tenant or an approved occupant;

as a direct or indirect result of the tenant's negligent acts or omissions.

51 Lessor's insurance

(1) If the lessor does have insurance cover the tenant must not do, or allow anything to be done, that would invalidate the lessor's insurance policy for the premises or increase the lessor's premium in relation to that policy.

(2) The lessor may claim from the tenant -

- (a) any increase in the premium of the lessor's insurance; and
- (b) any excess on claim by the lessor on the lessor's insurance; and
- (c) any other cost and expenses incurred by the lessor;

as a direct or indirect result of the tenant's negligent acts or omissions.

52 Tenant's insurance

It is the responsibility of the tenant and/or approved occupant to adequately insure their own property and possessions.

53 Smoke alarm obligations

The tenant must-

(1) Test each smoke alarm in the premises-

- (a) at least once every 12 months; or
- (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period;
 - (i) For an alarm that can be tested by pressing a button or other device to indicate whether the alarm is capable of detecting smoke - by pressing the button or other device;
 - (ii) Otherwise, by testing the alarm in the way stated in the Information Statement (RTA Form 17a) provided to the tenant/s at the commencement of the tenancy.

(2) Replace each battery that is spent, or that the tenant/s is aware of is almost spent, in accordance with the Information Statement provided to the tenant/s at the commencement of the tenancy;

(3) Advise the lessor as soon as practicable if the tenant/s become/s aware that a smoke alarm in the premises has failed or is about to fail (other than because the battery is spent or almost spent); and

Note: In interpreting the word "spent" when referring to a battery, the term is used to include reference to a battery which is flat, non-functioning or lacking in charge that it does not properly operate the smoke alarm.

(4) Clean each smoke alarm in the premises in the way stated in the Information Statement provided to the tenant/s at the commencement of the tenancy:

- (a) at least once every 12 months; or
- (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period;

In the event that the tenant/s engages a contractor/tradesperson (as listed in Item 18) to meet the tenant/s obligations listed under this special term, such engagement shall be at the tenant/s' own cost and expense.

(5) Not tamper with or otherwise render a smoke alarm inoperative. Such an act will constitute malicious damage in accordance with section 188 of the Act.

54 Portable pool obligations

(1) The tenant must-

- (a) Obtain the lessor's consent for a portable pool at the premises of a depth of 300mm or greater;
- (b) Where consent is to be provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, provide the lessor and/or the agent with details of the type and description of the proposed portable pool.

(2) Where consent is provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, the tenant agrees to:

- (a) Maintain and repair the portable pool at the tenant's own expense;
- (b) In accordance with the *Building Act 1975* obtain, maintain and renew a Pool Safety Certificate for a regulated pool, which includes a requirement for a compliant pool fence and, provide a copy of the Pool Safety Certificate to the lessor and/or agent;
- (c) Where a compliant pool fence is required for a regulated pool, obtain the lessor's consent regarding a proposed fence in accordance with clause 27 of the standard terms;
- (d) In circumstances where consent is provided to the tenant by the lessor in accordance with clause 27 of the standard terms, construct and maintain the fence as required by the *Building Act 1975*, at the tenant's own expense.

(3) In accordance with special term 54(1) and 54(2), where consent is provided by the lessor to the tenant for a portable pool of a depth of 300mm or greater and/or as prescribed by the *Building Act 1975*, the tenant hereby agrees to indemnify and hold harmless the lessor and agent for any loss, claim, suit or demand, brought, caused or contributed to, directly or indirectly, by the portable pool.

Special Terms *continued...*

These Special Terms have been adopted and approved by The Real Estate Institute of Queensland Ltd.

55 Pets

If the pet is permitted inside, this special term applies:

- (1) In addition to clause 33A(3), the lessor approves a pet as stated in Item 17 of this agreement to be kept inside a dwelling on the premises, conditional on:
 - (a) if the pet is capable of carrying parasites that could infest the premises, the premises being professionally fumigated at the end of the tenancy; and
 - (b) the carpets in the premises being professionally cleaned at the end of the tenancy.

Note: For the purpose of this special term, a dwelling on the premises shall include any structure on the premises designed to be used as a residence for human habitation. A dwelling shall also include any enclosed area, room or structure attached to the dwelling, including but not limited to any garage, sunroom or enclosed veranda.
- (2) The premises are professionally fumigated and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.
- (3) For the sake of clarity, the conditions outlined in special term 55 relate only to the lessor's approval to keep a pet at the premises as stated in Item 17 of this agreement.
- (4) For requests for approval to keep a pet at the premises inconsistent with Item 17 of this agreement, see clauses 33C and 33D of this agreement and sections 184D to 184F of the Act.

56 Electronic Signing

- (1) Electronic Signature means an electronic method of signing that identifies the person and indicates their intention to sign this agreement;
- (2) If this agreement is signed by any party or the lessor's agent using an Electronic Signature, the tenant and the lessor:
 - (a) agree to enter into this agreement in electronic form; and
 - (b) consent to either, or both parties, or the lessor's agent signing this agreement using an Electronic Signature.

Initial


Special Condition

General Tenancy - Pool Safety Requirements

POOL SAFETY REQUIREMENTS

The Tenant must do all acts and things required by the Tenant to comply with the legislation regarding pool safety and require any other occupant, invitee or guest to comply with all legislation regarding pool safety, including, but not limited to:

- (a) ensuring that any gate or door giving access to a regulated pool as defined in the *Building Act 1975* (a "**Regulated Pool**") is securely closed at all times when the gate or door is not in use;
- (b) ensuring that no object or structure is placed near or adjoining any regulated pool or the fence thereto which might facilitate access to that pool, whether such access is via gate or door, fence or otherwise; and
- (c) ensuring that no Regulated Pool is erected, constructed or placed on the Premises without the prior written consent of the Lessor.

Initial


INITIALS (Note: initials not required if signed with Electronic Signature)

000037910291



Special Condition
General Tenancy - Rent Increase During a Fixed Term Agreement

RENT INCREASE DURING A FIXED TERM AGREEMENT

- (a) In accordance with Item 7 of the Tenancy Details in the Agreement, rent shall be \$ 900.00 per Week ("the initial rent").
↑ insert week, fortnight or month
- (b) The initial rent shall be payable from the date nominated in Item 6.2 of the Tenancy Details until 17 April 2025 ("the initial rental period").
- (c) From the end of the initial rental period, rent shall increase to \$ 990.00 per Week until the termination of the Tenant's obligations to pay rent as set out herein.
↑ insert week, fortnight or month

Mandy Dobson

Signed by:
Mandy Dobson
4CE5102AAE0D413...

21/3/2025 | 3:50 PM AEST

Roy Dobson

Signed by:
Roy Dobson
328A245057C6493...

21/3/2025 | 4:00 PM AEST

Initial
KA

Special Condition

General Tenancy - Smoking Not Allowed on Premises

SMOKING NOT ALLOWED ON PREMISES

- (a) The Tenant must not, or allow any other person to, use or smoke tobacco or other smoke producing substance within any dwelling on the premises.
- (b) For the purposes of this Special Term a dwelling contained on the Premises shall include any enclosed area, room or structure attached to the dwelling, including but not limited to any garage, sunroom or enclosed veranda. A dwelling shall include any structure on the Premises designed to be used as a residence for human habitation.

Initial


INITIALS (Note: initials not required if signed with Electronic Signature)

000037910291

2 Bond lodgement (Form 2)

Residential Tenancies and Rooming Accommodation Act 2008
(Sections 116–119)



Only tenants/residents who pay bond, and the property manager/owner, should fill out this form. Where possible, tenants/residents and property managers/owners should lodge the bond using the RTA's Bond Lodgement web service at rta.qld.gov.au instead of this form.

By submitting this form to the Residential Tenancies Authority (RTA), each signatory affirms that, to the best of their knowledge, the information provided by them on this form is accurate and truthful and confirms that the document is not false or misleading in any material particular.

Page 1 of 2 - Complete all pages

Lodge form online (rta.qld.gov.au) or by post. Do not email this form.

☒ New bond **OR** ☐ Existing rental bond number

1 Address of rental property (rooming accommodation: include room number)

2204/100 Duporth Ave

Maroochydore, QLD

Postcode 4558

2 Agreement starts 28 / 3 / 2025

Agreement ends 30 / 3 / 2026

3 Number of bedrooms 3

4 Type of dwelling

Residential tenancy

☒ Flat/unit ☐ House ☐ Townhouse ☐ Granny Flat
☐ Moveable dwelling/site ☐ Moveable dwelling/site with electricity supplied and individually metered

OR

Rooming accommodation

☐ Boarding house ☐ Supported accommodation ☐ Student rooming accommodation ☐ Granny Flat
☐ Room within a property where the owner also lives

5 Type of management

Residential tenancy

☐ Owner ☒ Property manager ☐ Moveable dwelling owner/manager
☐ Social housing organisation
☐ Other _____

OR

Rooming accommodation

☐ Owner ☐ Manager/provider ☐ Real estate agent
☐ Other _____

6 Property manager/owner

Full name/trading name Mosaic Property Management Pty Ltd

ABN 3 3 5 8 7 2 3 1 RTA ID (if known)

Postal address 89 McLachlan St

Postcode 4006

Phone 1300 985 852

Mobile

Date 24/3/2025

11:12 AM AEST

Email accounts@mosaicproperty.com.au

☐ tick if you agree to receive RTA notices by email

Signature DocuSigned by:

Teneal Kingston

F7E25D01C22148A...

7 Payment method

☐ Cheque/money order ☐ BPAY (Payment reference will be emailed)

If you are lodging this paper Bond lodgement form, please select one of the two payment methods above. For a fast, secure and convenient transaction, tenants/residents and property managers/owners can also use the [RTA's Bond Lodgement Web Service](http://rta.qld.gov.au) to lodge and pay the bond online in minutes using credit card, debit card or BPAY.

Initial
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Continued on page 2

2 Bond lodgement (Form 2)

Residential Tenancies and Rooming Accommodation Act 2008
(Sections 116–119)



Page 2 of 2 - Complete all pages

IMPORTANT: Copy rental bond details and address of rental property from page 1

☒ **New bond** OR ☐ **Existing rental bond number**

Address of rental property (rooming accommodation: include room number)

2204/100 Duporth Ave

Maroochydore, QLD

Postcode 4558

8 Weekly rent and bond

Total bond

Weekly rent

Bond paid with this form

\$ 3,600.00

\$ 900.00

\$ 3,600.00

Tenant receives a rent subsidy (property owner is tenant's employer) Yes ☐

When was the rent for the premises last increased? Date / /

Is the property manager/owner or provider classified as exempt, as defined in the Act? Yes ☐ No ☒

Did the property owner/provider purchase the rental premises within 12 months of the tenancy agreement commencing? Yes ☐ No ☒

If yes to above: What was the date the property was purchased? / /

9 Tenants/residents who have paid bond money (include individual amounts)

Important: please provide a unique email address, which isn't shared with anyone else and can only be used by you. The RTA cannot record the same email address for multiple customers due to privacy and security reasons. If you provide the same email address as another RTA customer, we will communicate with you by post for future bond and tenancy transactions.

Tenant 1

First name/s Mandy	Last name Dobson	\$ 1,800.00
Date of birth / /	Phone	Mobile 0212 451 081
RTA ID (if known)	Date 21/3/2025	3:50 PM EST
Email dobsys@xtra.co.nz	<input type="checkbox"/> tick if you agree to receive RTA notices by email	Signed by: Mandy Dobson 4CE5102AAE0D413...
Optional - do you identify as: (mark all that apply)		
<input type="checkbox"/> Aboriginal and Torres Strait Islander peoples <input type="checkbox"/> Culturally and Linguistically diverse people <input type="checkbox"/> People living with a disability		

Tenant 2

First name/s Roy	Last name Dobson	\$ 1,800.00
Date of birth / /	Phone	Mobile 0274 510 812
RTA ID (if known)	Date 21/3/2025	4:00 PM EST
Email roy@hh.co.nz	<input type="checkbox"/> tick if you agree to receive RTA notices by email	Signed by: Roy Dobson 328A245057C6493...
Optional - do you identify as: (mark all that apply)		
<input type="checkbox"/> Aboriginal and Torres Strait Islander peoples <input type="checkbox"/> Culturally and Linguistically diverse people <input type="checkbox"/> People living with a disability		

Tenant 3

First name/s	Last name	\$
Date of birth / /	Phone	Mobile
RTA ID (if known)	Date / /	Signature
Email	<input type="checkbox"/> tick if you agree to receive RTA notices by email	Initial kE
Optional - do you identify as: (mark all that apply)		
<input type="checkbox"/> Aboriginal and Torres Strait Islander peoples <input type="checkbox"/> Culturally and Linguistically diverse people <input type="checkbox"/> People living with a disability		

2 Bond lodgement (Form 2)

Residential Tenancies and Rooming Accommodation Act 2008
(Sections 116–119)



Use this form to

- pay the bond (full, or part payment), or
- increase the bond (rent has been increased)

The bond can be paid to the RTA by the tenant or the property manager/owner. Once the property manager/owner receives the bond, **it must be paid to the RTA within 10 days**. It is an offence not to do so.

Paying the bond

Online | Where possible, tenants/residents and property managers/owners are encouraged to lodge the bond online using the [RTA's Bond Lodgement Web Service](#) instead of this paper form. It's fast, secure, 24/7 and supports BPAY, credit card and debit card payments.

Cheque/money order | Please post payments to the RTA – Residential Tenancies Authority, GPO Box 390, Brisbane, Qld, 4001.

BPAY | Once the RTA receives and processes this form, BPAY details will be issued for payment to be made. BPAY details will be sent via post or email (if the RTA has a consented email address on file for you). To opt in to receiving RTA emails, you can update your details using [RTA Web Services](#).

The RTA is collecting your personal information for the purpose of carrying out the RTA's functions under the Residential Tenancies and Rooming Accommodation Act 2008 (Qld) and may provide your information to QCAT and other bodies in accordance with the RTA's functions. For more information see the RTA's [privacy plan](#) contained on the RTA website.

The RTA does not accept responsibility for any loss or damage which may result from providing incorrect information to the RTA.

Section 447 of the Residential Tenancies and Rooming Accommodation Act 2008 (Qld) makes it an offence for a person to knowingly give the RTA documents containing false or misleading information. Maximum penalty for such an offence – 20 penalty units.

Maximum bond

Residential tenancy

- equal to 4 weeks rent regardless of the weekly rent amount

Moveable dwelling (e.g. caravan)

- equal to 2 weeks rent regardless of the weekly rent amount
- when electricity is supplied and individually metered, equal to 3 weeks rent regardless of the weekly rent amount

Rooming accommodation

- equal to 4 weeks rent regardless of the weekly rent amount
- if bond is paid in instalments, go to rta.qld.gov.au for details

Rent increase

You can find the date of the last rent increase on your General Tenancy Agreement (Form 18a, Form 18b or Form R18) or alternatively ask your property manager/owner or provider.

The property manager/owner or provider must not increase, or propose to increase, the rent payable by a tenant/resident less than 12 months after the last rent increase for the residential premises or resident's room.

Rent increase requirements do not apply to exempt property managers/owners or exempt providers. The Act provides definitions for an exempt property manager/owner and an exempt provider.

For properties purchased between 6 June 2023 and 6 June 2025, the requirement to include the date of the last rent increase in the tenancy agreement and to provide evidence of a rent increase upon the tenant's request does not apply if the new owner or property manager does not have information about the previous rent increase. For properties being rented for the first time, the date of the last rent increase is the date the property is first rented.



Other languages: You can access a free interpreter service by calling the RTA on 1300 366 311 (Monday to Friday, 8:30am to 5:00pm).

Initial
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Warning: The report may contain omissions.
An unexpected response from one or more information sources occurred.
Layers affected: Building Applications (Decided or Past), Building Applications (In Progress), Development Applications (Decided or Past), Development Applications (In Progress)

The following report has been automatically generated to provide an indication (only) of development related information applying to the site.

For more information and to determine if the mapping overlays are applicable, refer to the Sunshine Coast Planning Scheme 2014. This report is not intended to replace the requirement to carry out a detailed assessment of Council and State controls. You are advised to seek your own professional advice on town planning laws and other controls that may impact on the existing or intended use of the subject site.

If you are undertaking development or building certification, it is recommended that Council [property searches](#) are sought. These may include (but not limited to) building information searches, planning and development certificates and flood information searches.

New Sunshine Coast Planning Scheme Project: *In partnership with our community, council is preparing a new planning scheme that will replace the current Sunshine Coast Planning Scheme 2014. Up-to-date information on the status of the New Planning Scheme Project is available on [Council's website](#), where you can also register to receive project updates and be notified of future community engagement activities.*

Site Information		Change location
Property Address	2204/100 Duporth Ave MAROOCHYDORE QLD 4558	
Lot Plan	2204SP306118	
Land Area	169 Sq Metres	
More Information	View in MyMaps. View in Development.i. View in State Assessment Referral Agency (SARA) DA mapping (External Site). View in State Planning Policy Interactive Mapping System (External Site). View in Google Street View (External Site).	

Location Map



Contour Map

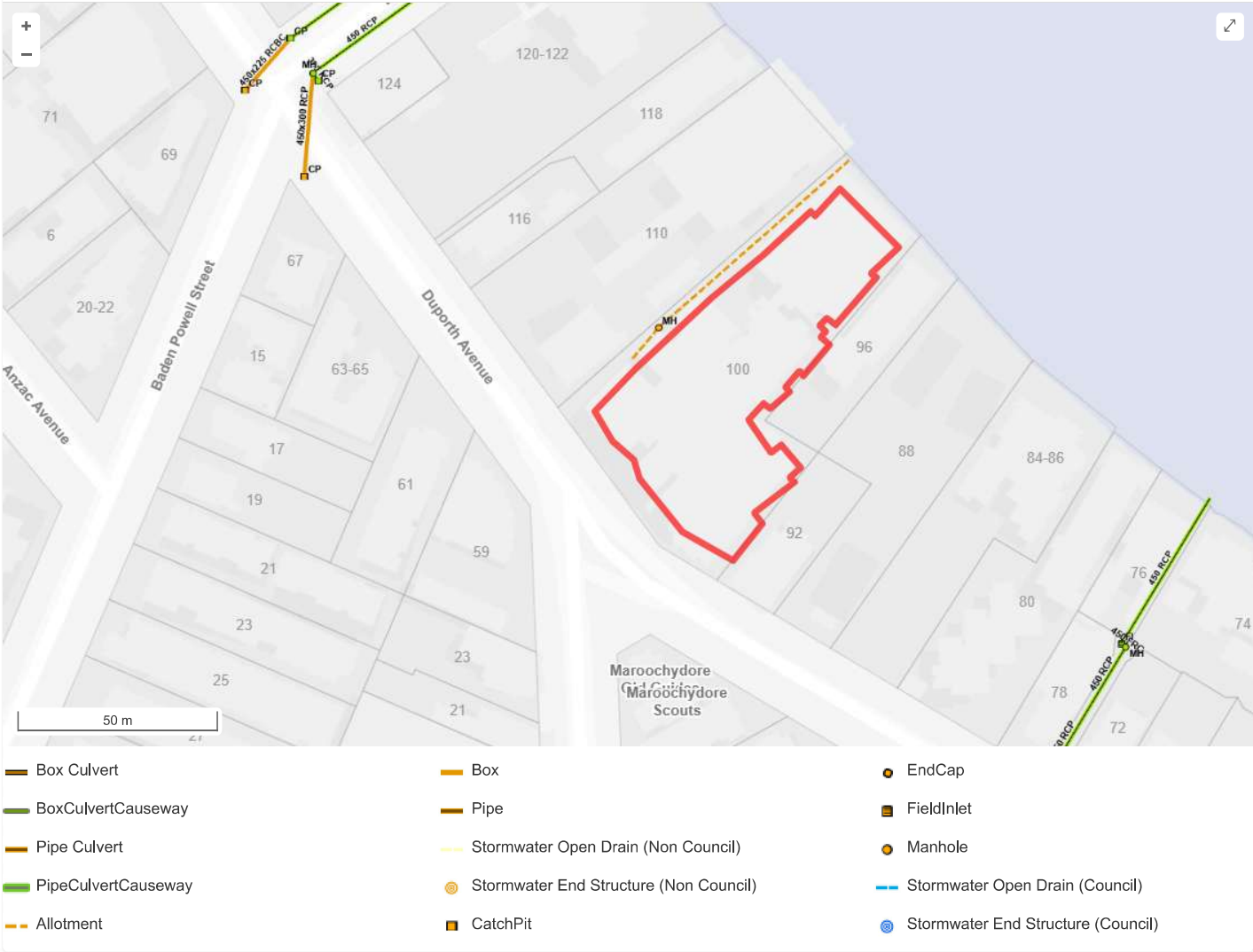


Water & Sewer Infrastructure Map

The following information has been provided and maintained by [Unitywater](#). Please contact Unitywater directly for any errors or omissions. Limited layers have been displayed for the purpose of this report. Go to [Unitywater's Web Mapping Application](#) for more information. Usage in agreement with © Unitywater 2017 terms and conditions.



Stormwater Network



Easements and Covenants Map



- | | | |
|---------------------|----------------------------------|---------------------|
| Acoustic | Protective Mechanism | Other Covenant Type |
| Geotechnical Report | Vegetation Protection | Easements |
| Agricultural Buffer | Voluntary Conservation Agreement | |

Applications Associated with Site

Development & Building applications lodged to Sunshine Coast Council since 2007 and searchable on Development.i. To check if applications or approvals exist over site prior to 2007, it is recommended that you contact council

Note: This list does not include applications lodged under the provisions of the *Economic Development Act 2012* with respect to the [Caloundra South Priority Development Area \(Aura\)](#) and [Maroochydore City Centre Priority Development Area](#). Visit the web links to get an overview of the approval process for these areas and how to get further information.

Flood Hazard Area for Building Regulation Purposes

This map contains the Flood Hazard Area for Building Regulation Purposes and differs from the Sunshine Coast Council 2014, Flood Hazard Overlay. This map and associated table should be used by industry professionals required to comply with *Queensland Development Code: MP3.5 Construction of Buildings in Flood Hazard Areas*.

The Map is based on the Defined Flood Event, but also includes additional buffer flood hazard areas. These additional buffer areas incorporate freeboard allowance, overland flow paths and street drainage.

If building works are proposed within the Flood Hazard Area for Building Regulation Purposes (including the additional buffer area), then the declared flood level, velocity and finished floor level is required to comply with MP3.5. See table below for this information.

The minimum floor level considers multiple mechanisms, including flooding, overland flow, street drainage and storm tide. It is possible that one mechanism, such as street drainage, generates the Defined Flood Level, while another mechanism, such as flooding generates the minimum floor level, due to the greater freeboard associated for flooding.

For complex situations where the flood search is unable to be automated, application for a customised [Flood Information Search \(self-assessable\)](#) will need to be requested from council.

For more information please refer to Council's Website: [Flood information relevant to building works \(sunshinecoast.qld.gov.au\)](#)



Flood Hazard Area for Building Regulation Purposes - Minimum Floor Level

This lot is within the Flood Hazard Area, however determination of a floor level is not yet able to be automated. To receive a minimum floor level, please apply for a Flood Information Search.

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Flood Mapping and Information 2023

The map considers flood events of lesser and greater magnitude than the defined flood event and flood behaviour information such as depth, velocity and hazard.

The flood risk mapping has been prepared in a manner consistent with State Planning Policy (July 2017) and Integrating state interests in a planning scheme – Guidance for local governments (May 2021).

Risk rating definitions

High risk - these areas present a high and unacceptable flood risk to life and property.

Moderate risk - flood risk does not meet contemporary standards. However, it is expected that the urban renewal of coastal lots, over time, will deliver an acceptable risk outcome.

Low risk - flood risk is low and meets contemporary community standards. If it becomes possible to reduce this risk at either an individual or community level, it is recommended that the opportunity to do so is given consideration.

Recent development area - flood risk is not mapped as the area has recently been developed. This is likely to have changed the flood risk. Site specific flood studies for the development may be available on Development.i.

Other areas of the floodplain - these areas present a very low risk to life and property.

How Flood Risk is calculated: [Sunshine Coast Council Flood Risk Assessment Methodology](#)





[Review responses online](#) ↗



Received 8 of 8 responses

All responses received

Unit 2204 100 Duporth Av, Maroochydore
QLD 4558

Job dates
21/08/2025 → 21/08/2025

These plans expire on
16 Sep 2025

Lodged by
Samuel Ferguson

Authority	Status	Page
✉ BYDA Confirmation		2
🏢 Energex QLD	Received	4
🏢 NBN Co Qld	Received	45
🏢 Optus and or Uecomm Qld	Received	59
🏢 Reef Networks	Received	73
🏢 Sunshine Coast Regional Council	Received	77
🏢 Superloop (Australia) Pty Ltd	Received	81
🏢 Telstra QLD South East	Received	88
🏢 Unitywater North	Received	97

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**BEFORE
YOU DIG**
byda.com.au



Zero damage - Zero harm - Zero disruption

Contact Details

Contact	Contact number	Company	Enquirer ID
Samuel Ferguson	0494 089 332	Good Law QLD	3611422
Email		Address	
sam@goodlawqld.com.au		7 Bells Reach Drive Caloundra West QLD 4551	

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
20/08/2025	21/08/2025	21/08/2025	Private	Design	Both Road, Footpath, Nature Strip	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
251292

Address
Unit 2204 100 Duporth Av
Maroochydore QLD 4558

Notes/description
-

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
259820116	Energex QLD	13 12 53	NOTIFIED
259820111	NBN Co Qld	1800 687 626	NOTIFIED
259820112	Optus and or Uecomm Qld	1800 505 777	NOTIFIED
259820114	Reef Networks	1800 336 886	NOTIFIED
259820110	Sunshine Coast Regional Council	(07) 5475 8719	NOTIFIED
259820113	Superloop (Australia) Pty Ltd	(07) 3905 2430	NOTIFIED
259820117	Telstra QLD South East	1800 653 935	NOTIFIED
259820115	Unitywater North	1300 086 489	NOTIFIED

END OF UTILITIES LIST

- Initial

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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.



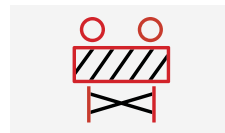
Prepare

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

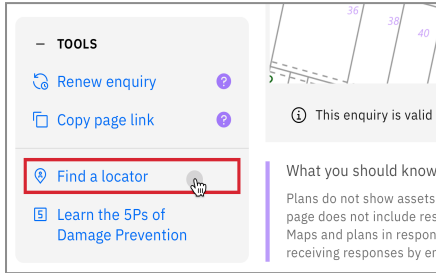
Protecting and supporting the exposed infrastructure is the responsibility of the excavator. Always erect safety barriers in areas of risk and enforce exclusion zones.



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.isseekplant.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 50960072

Energex QLD

Referral

259820116

Member Phone

13 12 53

Responses from this member

Response received Wed 20 Aug 2025 10.26am

File name	Page
Response Body	5
259820116 - Energex Plan.pdf	8
Energex BYDA Terms and Conditions.pdf	12
Working Near Overhead and Underground Electric Lines.pdf	17

Initial

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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:	BYDA Enquiry No:
Samuel Ferguson	259820116
Company:	Date of Response:
Good Law QLD	20 Aug 2025
Search Location:	Period of Plan Validity:
Unit 2204 100 Duporth Av Maroochydore, QLD 4558	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.

Initial
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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 \(for PDF files\)](#)

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BYDA

Sequence: 259820116
Date: 20/08/2025
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: 259820116
Date: 20/08/2025
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: 259820116
Date: 20/08/2025
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.



BYDA

Sequence: 259820116
Date: 20/08/2025

Scale: 1:500
Tile No: **Tile No: 3**

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.

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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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)

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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)

To re-submit or change the nominated search area please visit [BYDA.com.au](https://www.byda.com.au)

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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.

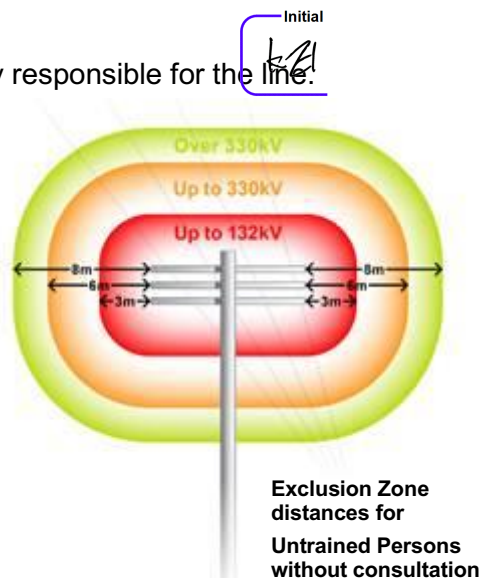
1.2.2 Exclusion Zones

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 ^{Initial} 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.

PROCEDURE / INSTRUCTIONS

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

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

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

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

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

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



2.3. Scaffolding Requirements

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

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

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

The scaffolding can be either:

- nonconductive material scaffolding; or

PROCEDURE / INSTRUCTIONS

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

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

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

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

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

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

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

PROCEDURE / INSTRUCTIONS

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



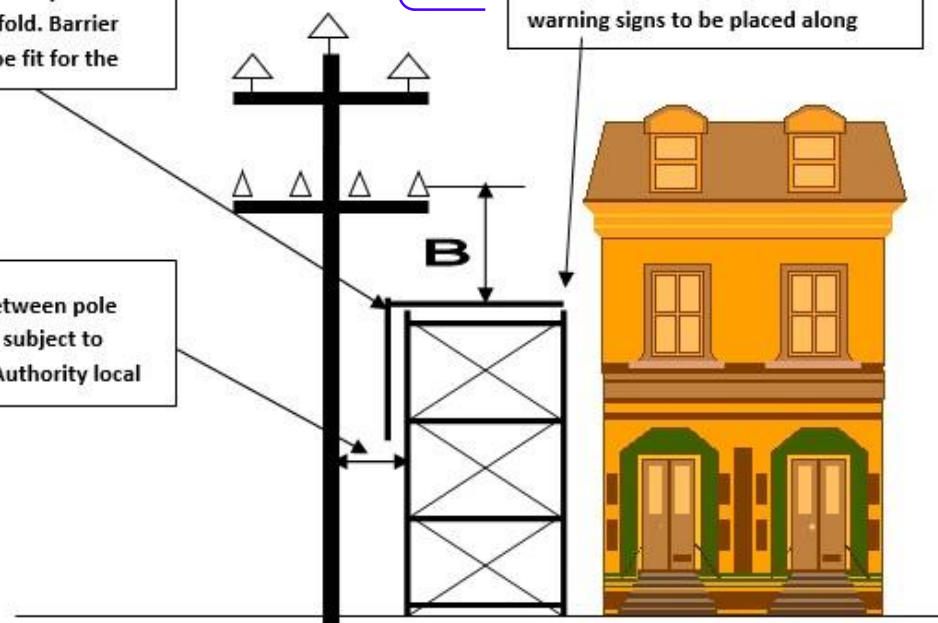
Barrier fixed securely to the face of the scaffold. Barrier material must be fit for the

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

Initial

Initial

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



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.

PROCEDURE / INSTRUCTIONS

- 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.

Initial
LZ

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					

*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.

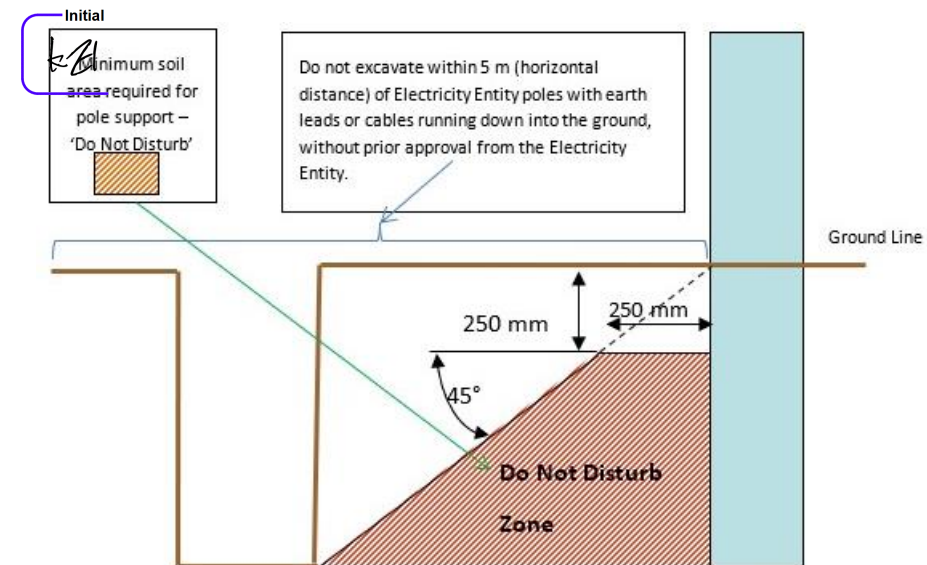


Figure 1 - Do Not Disturb Zone requirements when excavating near poles

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).

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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.

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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

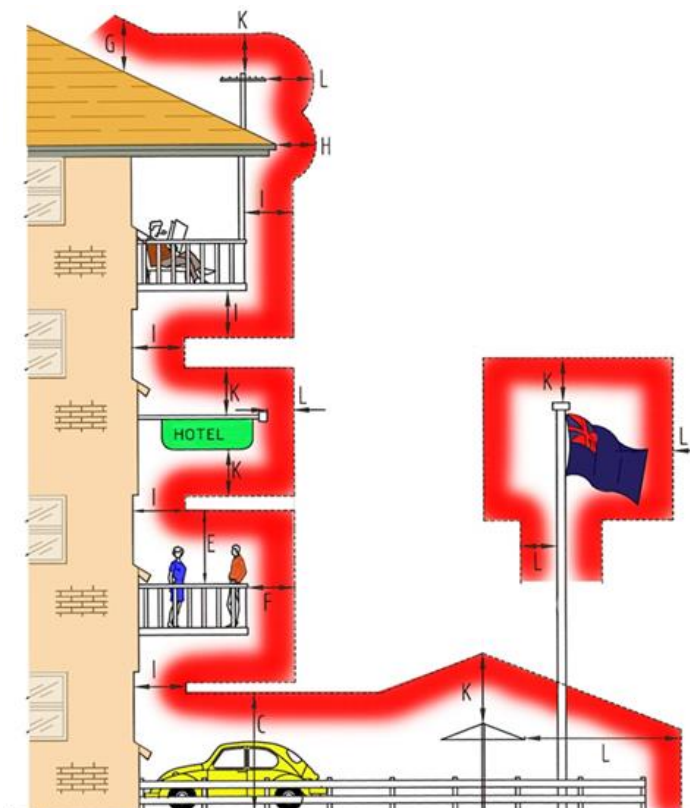
A	Crossing the carriageway, roadway	VERTICALLY	5.5m	5.5m	6.7m
A1	Designated "Over Dimension Routes"	VERTICALLY	7.0m	7.0m	7.5m
B	At other positions, footpath	VERTICALLY	5.5m	5.5m	5.5m
C	Other than roads but trafficable	VERTICALLY	5.5m	5.5m	5.5m
C1	Areas totally inaccessible to traffic or mobile machinery	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 <i>Initial</i>	2.1m
J	Blank walls, windows which cannot be opened. (Note)	HORIZONTALLY	0.6m	1.5m <i>Initial</i>	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.

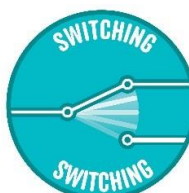
SAFETY / ENVIRONMENTAL CONTROLS

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/>

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[Signature]

REFERENCES

Disclaimer

This document refers to various standards, guidelines, calculations, legal requirements, technical details and other information and is not an exhaustive list of all safety matters that need to be considered.

Over time, changes in industry standards and legislative requirements, as well as technological advances and other factors relevant to the information contained in this document, may affect the accuracy of the information contained in this document. Whilst care is taken in the preparation of this material, Energex and Ergon Energy do not guarantee the accuracy and completeness of the information. Accordingly, caution should be exercised in relation to the use of the information in this document.

To the extent permitted by law, Energex and Ergon Energy will not be responsible for any loss, damage or costs incurred as a result of any errors, omissions or misrepresentations in relation to the material in this document or for any possible actions ensuing from information contained in the document.

TABLE OF CONTENTS

CONTENTS

1.	ABOUT THIS GUIDE	2
1.1.	Who does the Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines and Electricity Entity Requirements apply to?	2
1.2.	Are you working or planning to work near overhead or underground electric lines?	2
1.2.1	Work near overhead electric lines	3
1.2.2	Exclusion Zones	3
1.2.3	Work near underground electrical lines (underground electrical assets)	5
1.3.	Obtaining Safety Advice.....	5
1.4.	Authorised Person and how to become one?.....	6
1.5.	Contacting Electricity Entity for Safety Advice or Authorised Person Enquiries	6
2.	OVERHEAD ELECTRIC LINES	7
2.1.	Isolation of supply to customer installation to eliminate exclusion zone around LV service line	8
2.2.	Operating Plant.....	8
2.3.	Scaffolding Requirements	9
2.4.	High Load transport under Overhead Electric Lines	12
2.5.	Additional Details and Fact Sheets on Electricity Entity Requirements.....	12
3.	UNDERGROUND ELECTRICAL ASSETS.....	12
3.1.	Responsibilities When Working in the Vicinity of Electricity Entity Underground Electrical Assets.....	12
3.2.	Conditions of Supply of Information	13
3.3.	When Working in the Vicinity of Electricity Entity Underground Electrical Assets, You Must Observe the Following Conditions.....	14

Initial
1/21

TABLE OF CONTENTS

3.3.1	Records	14
3.3.2	Location of underground electrical assets	14
3.3.3	Remote or On-Site Cable Location conducted by Electricity Entity	14
3.3.4	Electrical Cables	15
3.3.5	Separation from Electricity Entity underground electrical assets	15
4.	EXCAVATION.....	16
4.1.	Excavating near Poles and Stay Wires	16
4.1.1	Certified Engineering Assessment	18
4.2.	Excavating Near Underground Electrical Assets	18
4.2.1	Excavating Parallel to Underground Electrical Assets	19
4.2.2	Excavating Across Underground Electrical Assets	19
4.2.3	Heavy Machinery Operation Over Underground Electrical Assets	19
4.2.4	Directional Boring Near Underground Electrical Assets	19
4.2.5	Hydro Vac Operation	19
4.3.	Blasting.....	20
5.	REPORTING DAMAGE CAUSED TO OVERHEAD OR UNDERGROUND ELECTRIC LINES.....	20
6.	INFRASTRUCTURE NEAR ELECTRIC LINES.....	20
6.1.	Easements and Wayleaves.....	20
6.1.1	What is an Electricity Easement?.....	20
6.1.2	Why are easements necessary?.....	20
6.1.3	How do I know if there are easements on my property?.....	21
6.1.4	Who owns the land the easement is on?	21
6.1.5	How does an easement affect what I can do with my property?.....	21
6.1.6	Who is responsible for maintenance of easement area?.....	21
6.1.7	What type of maintenance work does Electricity Entity undertake on easements?.....	21
6.1.8	Where consent (Wayleave) to installing Electricity Entity infrastructure has been given.....	21
6.2.	Contact Electricity Entity when planning construction work near electric lines.....	22
6.3.	What clearances must be maintained once construction work is completed?.....	22
6.4.	What about Electric and Magnetic Fields?	24

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Job ID 50960072

NBN Co Qld

Referral
259820111

Member Phone
1800 687 626

Responses from this member

Response received Wed 20 Aug 2025 10.01am

File name	Page
Response Body	46
4678_NBN_Dial_Before_You_Dig_Poster_20170517.pdf	47
259820111_20250820_000101386941_1.pdf	49
259820111_20250820_000101386941_pwc_1.pdf	52
Disclaimer_259820111_20250820_000101386941.pdf	55

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Hi Samuel Ferguson,

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

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Working near nbn™ 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.



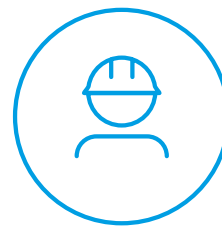
Plan: Plan your job by ensuring the plans received are current and apply to the work to be performed. Also check for any visual cues that may indicate the presence of services not covered in the DBYD plans.



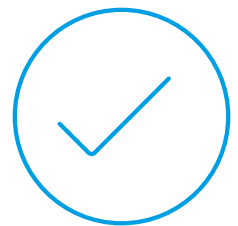
Prepare: Prepare for your job by engaging a DBYD Certified Plant Locator to help interpret plans and identify on-site assets. Contact **nbn** should you require further assistance.



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.



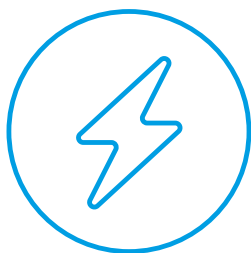
Protect: Protecting and supporting the exposed **nbn** underground asset is the responsibility of the worker. Exclusion zones for **nbn** assets are clearly stated in the plan and appropriate controls must be implemented to ensure that encroachment into the exclusion zone by machinery or activities with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



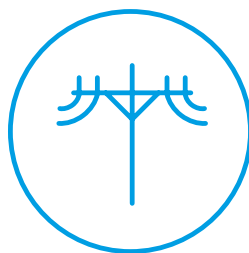
Proceed: Proceed only when the appropriate planning, preparation, potholing and protective measures are in place.

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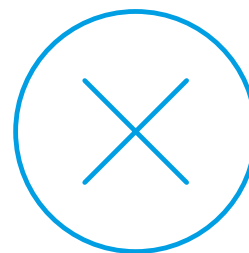
Working near **nbn**TM cables



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**TM 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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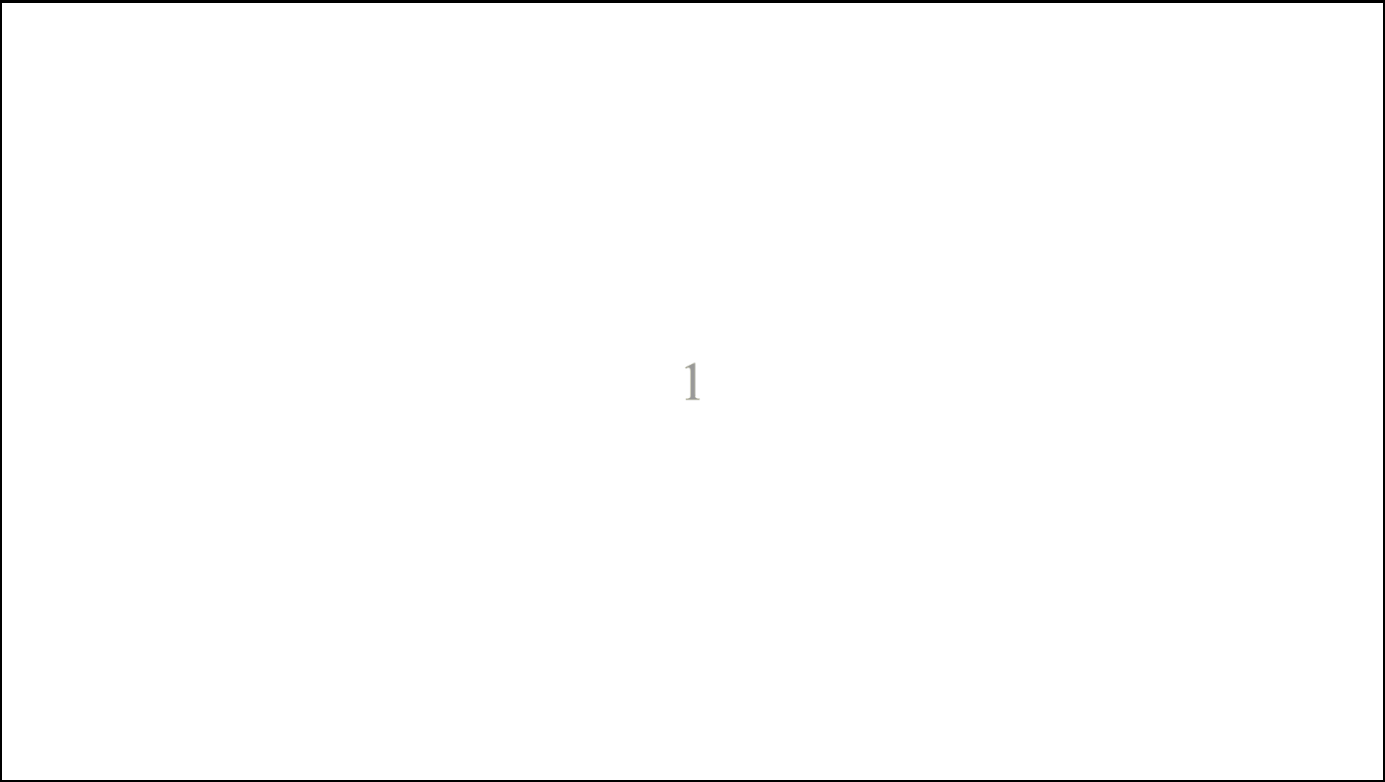


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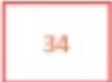




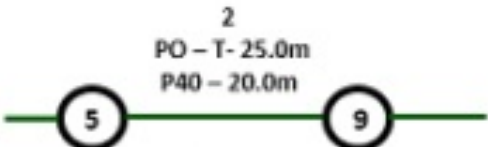




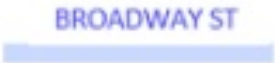

To: Samuel Ferguson
Phone: Not Supplied
Fax: Not Supplied
Email: sam@goodlawqld.com.au

Dial before you dig Job #:	50960072	
Sequence #	259820111	
Issue Date:	20/08/2025	
Location:	Unit 2204 100 Duport Av , Maroochydore , QLD , 4558	

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

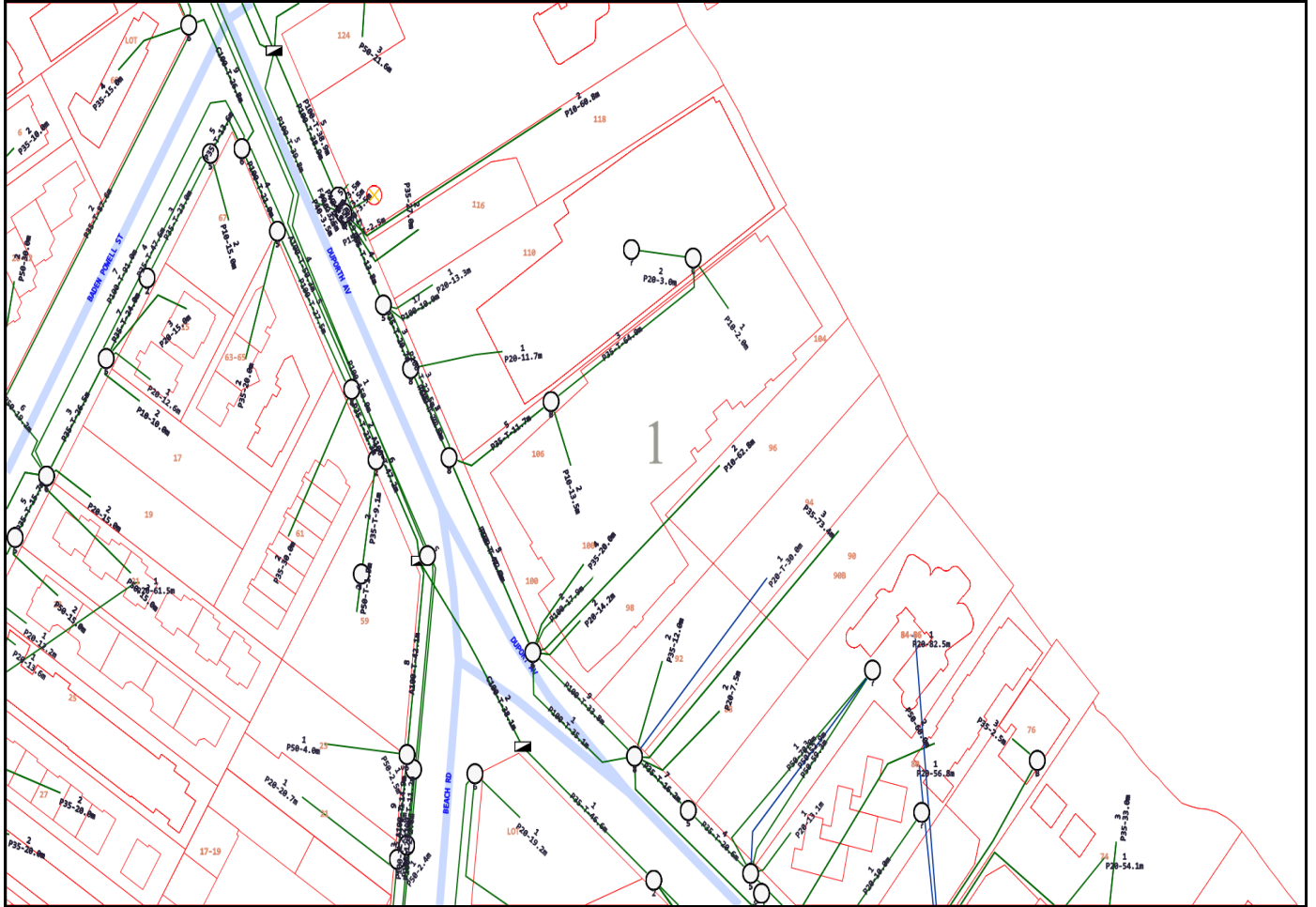


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	<div data-bbox="1123 344 1453 479">  </div> <div data-bbox="671 423 887 472"> <h1>LEGEND</h1> </div>
<div data-bbox="323 555 435 636">  </div>	Parcel and the location
<div data-bbox="336 667 403 725">  </div>	Pit with size "5"
<div data-bbox="336 757 403 815">  </div>	Power Pit with size "2E". Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null.
<div data-bbox="285 855 458 916">  </div>	Manhole
<div data-bbox="312 949 427 1034">  </div>	Pillar
<div data-bbox="122 1077 612 1223">  </div>	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.
<div data-bbox="122 1238 612 1346">  </div>	2 Direct buried cables between pits of sizes, "5" and "9" are 10.0m apart.
<div data-bbox="122 1406 612 1473">  </div>	Trench containing any INSERVICE/CONSTRUCTED (Copper/RF/Fibre) cables.
<div data-bbox="122 1518 612 1585">  </div>	Trench containing only DESIGNED/PLANNED (Copper/RF/Fibre/Power) cables.
<div data-bbox="122 1630 612 1697">  </div>	Trench containing any INSERVICE/CONSTRUCTED (Power) cables.
<div data-bbox="199 1765 474 1827">  </div>	Road and the street name "Broadway ST"
<div data-bbox="331 1899 414 1935"> Scale </div>	<div data-bbox="655 1899 1251 2011">  </div>

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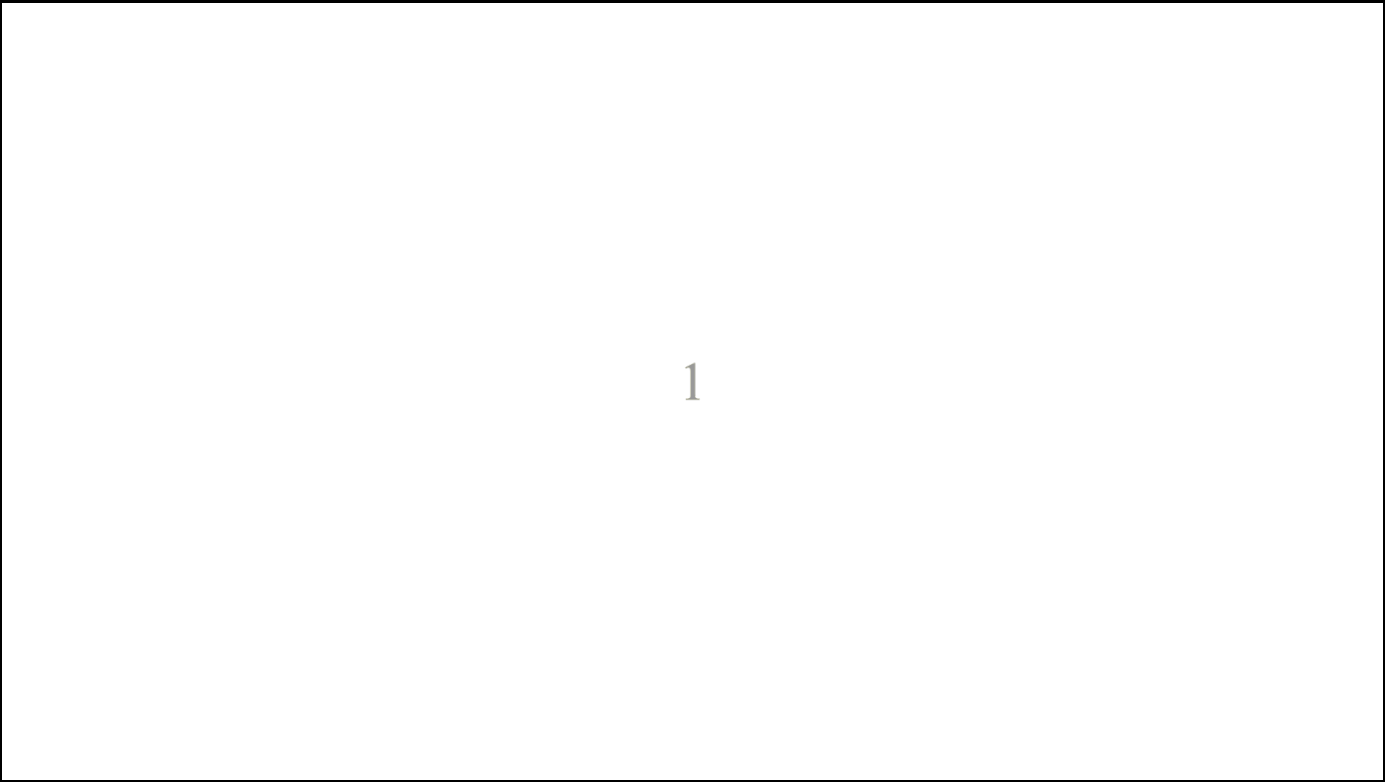
Emergency Contacts




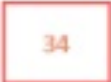




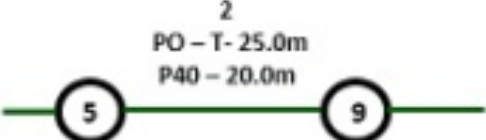
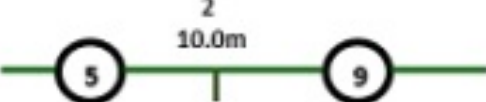





You must immediately report any damage to the **nbn™** network that you are/become aware of. Notification may be by telephone - 1800 626 329.

To: Samuel Ferguson
Phone: Not Supplied
Fax: Not Supplied
Email: sam@goodlawqld.com.au

Dial before you dig Job #:	50960072	
Sequence #	259820111	
Issue Date:	20/08/2025	
Location:	Unit 2204 100 Duporth Av , Maroochydore , QLD , 4558	

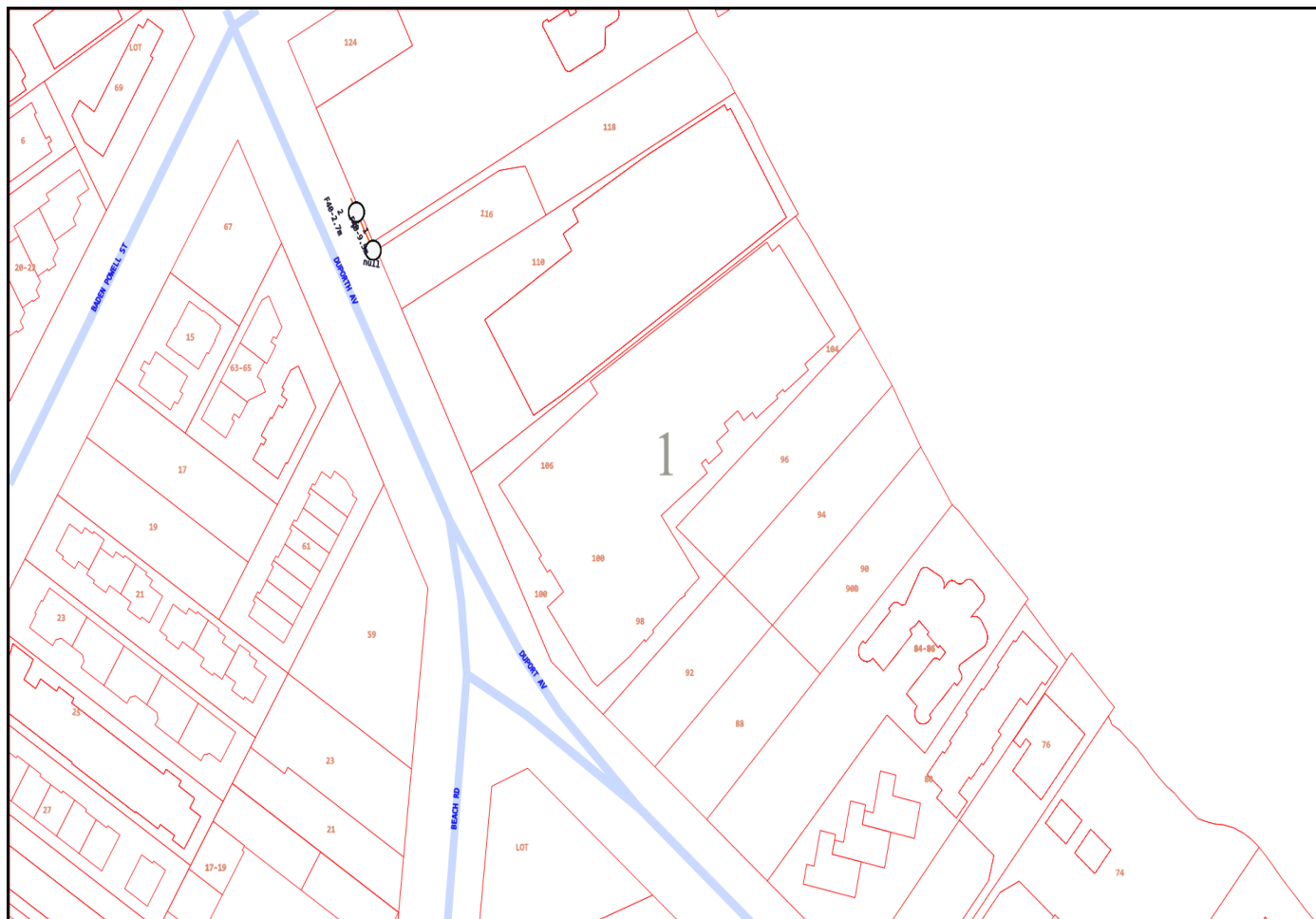
Indicative Plans are tiled below to demonstrate how to layout and read nbn asset plans



	<div data-bbox="1123 353 1453 488">   </div> <h2 data-bbox="671 427 887 472">LEGEND</h2>
	Parcel and the location
	Pit with size "5"
	Power Pit with size "2E". Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null.
	Manhole
	Pillar
	Cable count of trench is 2. One "Other size" PVC conduit (PO) owned by Telstra (-T-), between pits of sizes, "5" and "9" are 25.0m apart. One 40mm PVC conduit (P40) owned by NBN, between pits of sizes, "5" and "9" are 20.0m apart.
	2 Direct buried cables between pits of sizes, "5" and "9" are 10.0m apart.
	Trench containing any INSERVICE/CONSTRUCTED (Copper/RF/Fibre) cables.
	Trench containing only DESIGNED/PLANNED (Copper/RF/Fibre/Power) cables.
	Trench containing any INSERVICE/CONSTRUCTED (Power) cables.
	Road and the street name "Broadway ST"
Scale	<div data-bbox="655 1895 1254 2007">  Meters 1:2000 1 cm equals 20 m </div>

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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.

To: Samuel Ferguson
Phone: Not Supplied
Fax: Not Supplied
Email: sam@goodlawqld.com.au

Before You Dig Australia Job #:	50960072	
Sequence #	259820111	
Issue Date:	20/08/2025	
Location:	Unit 2204 100 Duporth Av , Maroochydore , QLD , 4558	

Information

The area of interest requested by you contains one or more assets.

nbn™ Assets	Search Results
Communications	Asset identified
Electricity	Asset identified

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

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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


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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	Initial
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: 20/08/2025

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Job ID 50960072

Optus and or Uecomm Qld

Referral
259820112

Member Phone
1800 505 777

Responses from this member

Response received Wed 20 Aug 2025 11.04am

File name	Page
Response Body	60
259820112 - Optus Plan.pdf	61
259820112 - Optus Response Letter.pdf	62

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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.

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Initial
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Sequence Number: 259820112

Date Generated: 20 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





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

Date: 20 Aug 2025
To: Samuel Ferguson
Company: Good Law QLD
Address: 7 Bells Reach Drive
Caloundra West, QLD 4551

ENQUIRY DETAILS

Location: Unit 2204 100 Duport Av, Maroochydore, QLD 4558
Sequence No.: 259820112
BYDA Reference: 50960072

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:

- a) Obtain location drawings (through the Before You Dig Australia process) of any existing Optus assets at a reasonable time before any planned works begin;
- b) 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
- c) Contact Optus for further advice where requested to do so by this letter.

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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.

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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 underground IOF cable

Optus conduit

Optus cable in Other Utility conduit

Southern Cross conduit

Indigo conduit

Uecomm conduit

Optus aerial fibre cable

Optus manhole/pit

Other Utility manhole/pit

Optus marker post

Railway / Tram line

Highway / Major Road

Arterial Road

Council Road - minor

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)

Initial



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@warrabinyaservices.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

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Ian Brown	A1 Locate Services	0400 484 828	Ian.brown@a1locate.com.au	NSW	All NSW
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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
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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
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Daniel Hudson	Geosurv Locating Pty Ltd	1300 554 675	dan@geosurv.com.au	NSW	Sydney only
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Tim Briggs	Deetect Locating Services	0414630852	deetect.locating@outlook.com	NSW	ACT / NSW
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Samuel Hathaway	Landmark Surveys	02 6280 9608	admin@landmarksurveys.com.au	NSW/ACT	ACT & Sourthen NSW
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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
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Chloe Milligan	Tequa Plumbing and Civil	0351432666	civil@tequa.au	VIC	Gippsland only
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Eddie Santos	Taylor's Development Strategists	0488 700 155	m.tasker@taylorsds.com.au	VIC/SA/TAS	Victoria
Taryn van Dyk	Trenchless Pipelaying Contractors (TPC)	08 8376 5911	tpc@trenchlesspipelaying.com.au	SA	All
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
Matthew Cooper	Fulton Hogan	0447 320 581	Matthew.Cooper@fulton-hogan.com.au	SA	South Australia
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
Jason Shelvock	SA Underground Pty Ltd	0430 067 476	jason@saunderground.com.au	SA	All SA
Jason Revill	MME/Platinum Locating Services	08 94080625	jason.revill@platinumlocating.com.au	WA	Perth
Henry Westbrook	Cable Locates & Consulting	08 9524 6600	admin@cablelocates.com.au	WA	All WA
Cameron Swift	Mikcomm Communication	08 9337 1125	cswift@mikcomm.com.au	WA	All
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Ben Upton	TerraVac Vacuum Excavation	0433 374 802	locations@terravac.com.au	WA	Perth
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Edel O'Connor	Kier Contracting	0456 190 910	edel@kier.com.au	WA	Perth Metro & greater region; Regional WA
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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
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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
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Stuart Speckman	FYFE	08 8944 7888	Stuart.Speckman@fyfe.com.au	NT/SA/NSW	NT/SA/NSW
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Heather Easter	Archers Underground Service Pty Ltd	0418 737 299	admin@auslocations.com.au	TAS	Statewide
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Job ID 50960072

Reef Networks

Referral

259820114

Member Phone

1800 336 886

Responses from this member

Response received Wed 20 Aug 2025 9.56am

File name	Page
Response Body	74
259820114 - Visionstream Plan.pdf	75
259820114 - Visionstream Response letter.pdf	76

Initial

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ATTENTION: Samuel Ferguson

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

Thank you for your BYDA enquiry.

Job No: 50960072
Sequence No: 259820114
Enquiry location:
Unit 2204 100 Duporth Av
Maroochydore
QLD 4558

Attached are the files containing information relating to your recent BYDA request. Please read and understand all the attached documentation and contact VisionStream on 1800 336 886 or reefBYDAadmin@visionstream.com.au if you have any queries.

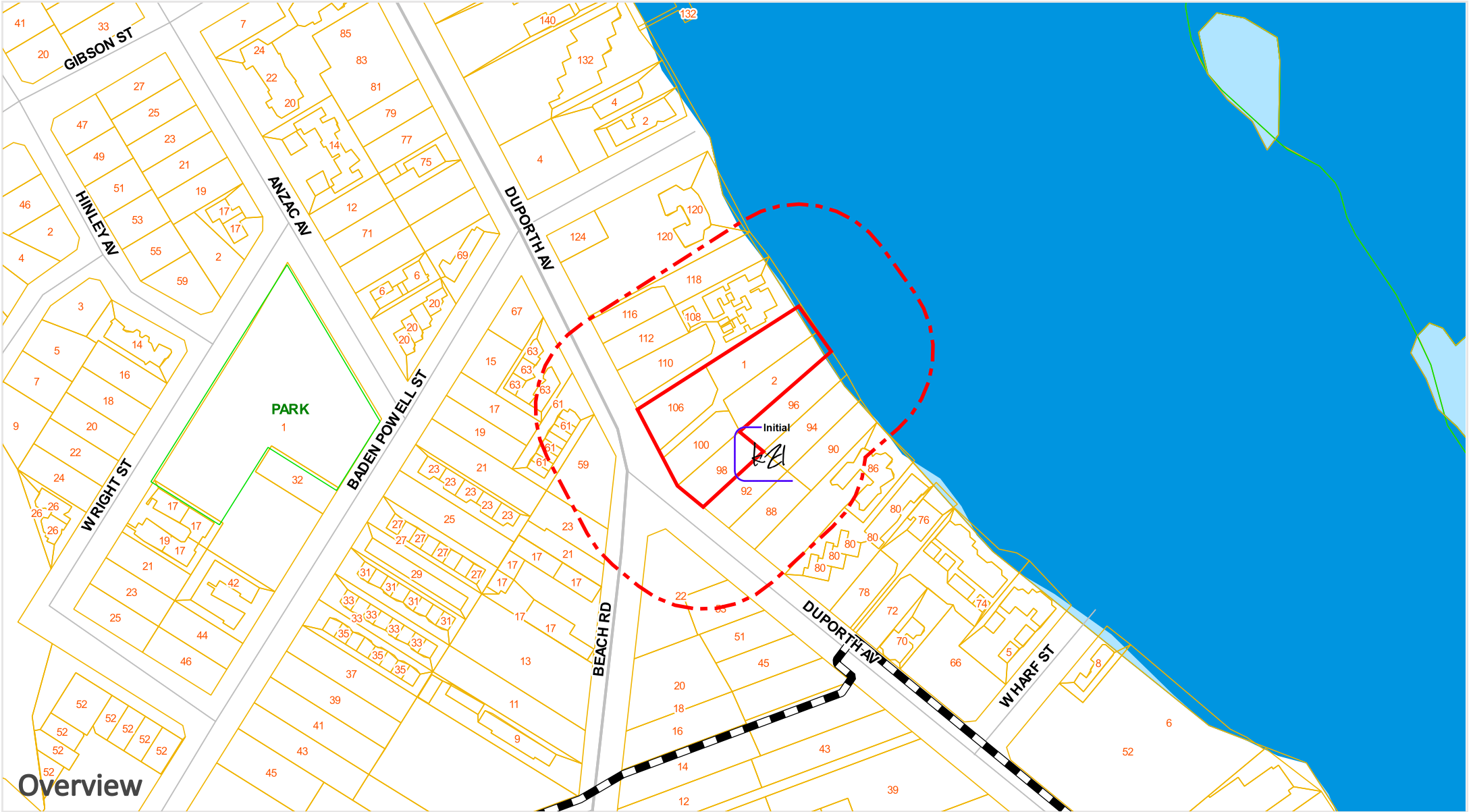
Note: If you have received this email in error, please advise us by calling 1800 336 886 and quote the Sequence Number listed above.

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) - <http://get.adobe.com/reader>



Sequence No: 259820114
Job No: 50960072
Location: Unit 2204 100 Duporth Av, Maroochydore, QLD 4558



Legend | Scale: 1:2500



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Plant Location Details

20/08/2025

Samuel Ferguson
Good Law QLD
7 Bells Reach Drive
Caloundra West, 4551
Phone: +61494089332
Mobile: No longer supplied
Email: mzkazzq0kvgnnd.xkllmdizmysmul@smarterwx-mail.byda.com.au



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Corporate Drive Heatherton,
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T 1800 336 886
E reefdbydadmin@visionstream.com.au
W www.visionstream.com.au

The following is a response to your Dial Before You Dig enquiry

Sequence No: 259820114
Location: Unit 2204 100 Duport Av
Maroochydore, QLD, 4558
Activity Description: Conveyancing
Planning and Design: Yes
Commencement Date: 21/08/2025

As a result of your inquiry and based on the description of work provided by you, Visionstream believes that there is a low risk that the works described will damage the Reef Network. To assist you in your work, Visionstream has enclosed a copy of the relevant plans of the network. You are reminded that this does not eliminate the need for you to take every possible care when conducting work close to the Reef Network.

I should also like to point out that Visionstream would seek full restoration for any damages to the Reef Network as a result of work undertaken by you or your representatives.

Should the scope of works supplied to Visionstream change, it is expected that you will seek further information from Visionstream for any proposed variations before they are to begin construction. Visionstream will provide onsite support, where required, for nominal rates.

Once again let me thank you for your interest and please do not hesitate to contact us again if we can be of service.

Yours faithfully

Jevat Jonuzi
for Mark Aguis

VISIONSTREAM PTY. LIMITED

WARNING - The accuracy and/or completeness of the information provided cannot be guaranteed as property boundaries, depths and other natural landscape features may change over time, and accordingly the plans are indicative only. Reef Networks does not warrant or hold out that its plans are accurate and accepts no responsibility for any accuracy shown on the plans. It is your responsibility to locate Reef Networks' underground plant by careful vacuum excavation/hand potholing prior to any excavation in the vicinity and to exercise due care during that excavation. Please read and understand the information provided. If you do not understand what your obligations are in respect to Duty of Care, please call 1800 336 886. REEF NETWORKS WILL SEEK COMPENSATION FOR LOSS CAUSED TO ITS PLANT. Reef Network's plans and information provided are valid for 28 days from the date of issue. If this timeframe has elapsed please reapply for plan

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Job ID 50960072

Sunshine Coast Regional Council

Referral
259820110

Member Phone
(07) 5475 8719

Responses from this member

Response received Wed 20 Aug 2025 9.55am

File name	Page
Response Body	78
DBYD Response 259820110.pdf	79
ASSET 259820110.pdf	80

Initial

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Dear Samuel Ferguson

Sequence Number 259820110

Date 20 August 2025

Please find attached As Constructed Stormwater, Electrical and Communication Infrastructure as requested.

This plan expires 30 days from Sunshine Coast Regional Councils plan print date.

If you require drainage plans that may show the drains/pipes within the building/property and where they connect to

the mains, please contact Sunshine Coast Council Customer Service on 5475 7272 or

mail@sunshinecoast.qld.gov.au

DISCLAIMER

While every care is taken to ensure the accuracy of this product, neither the Sunshine Coast Regional Council nor the State of Queensland make any representations or warranties about the accuracy, reliability, completeness or suitability for any particular purpose and disclaims all responsibility and all liability (including without limitation, liability in negligence) for all expenses, losses, damages including indirect or consequential damage) and costs that may occur as a result of the product being inaccurate or incomplete in any way or for any reason.

The applicant should rely on field investigation in order to validate information shown on this plan.

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Samuel Ferguson
Good Law QLD
7 Bells Reach Drive
Caloundra West QLD 4551

20 August 2025

Dear Samuel Ferguson

RESPONSE TO RECENT BYDA ENQUIRY
Unit 2204 100 Duporth Av Maroochydore QLD 4558
SEQ: 259820110

Please find attached mapping information for Sunshine Coast Council Stormwater, Electrical and Communication Infrastructure as requested. This mapping information expires 30 days from Sunshine Coast Councils map print date.

When working in the vicinity of Sunshine Coast Council assets you have a Duty of Care and the following must be observed.

- All Sunshine Coast Council assets, including underground network, must be validated (physically sighted and identified), prior to commencing any excavation in the vicinity.
- It is recommended that a Certified Locator be engaged for the locating of assets.
- All Sunshine Coast Council assets once validated, must be protected from damage.
- Sunshine Coast Council infrastructure is not to be altered by any third party without prior approval.
- All trench and pothole reinstatements are to occur no later than 5 days after work occurring.
- If your project is dependent on the position of the Sunshine Coast Council assets, then it is recommended that you validate the position of the network prior to finalising your design.
- Maps are valid for 30 days after issue and a new enquiry must be lodged if maps expire.
- Incorrect Maps - please advise if there are any errors or incorrect locations shown on the maps by contacting Sunshine Coast Council via email to dbyd@sunshinecoast.qld.gov.au
- **Any damage to Sunshine Coast Council owned infrastructure or property must be reported immediately** by calling Sunshine Coast Council Customer Service on (07) 5475 7272.

If you require stormwater internal drainage plans that may show the drains/pipes within the building/property and where they connect to the mains, please contact Sunshine Coast Council Customer Service on (07) 5475 7272 or mail@sunshinecoast.qld.gov.au.

IMPORTANT NOTICE

This enquiry response, including any associated documentation, has been assessed and compiled from the information detailed within the BYDA enquiry outlined above. Please ensure that the BYDA enquiry details and this response accurately reflect your proposed works.

DISCLAIMER

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Initial

T 07 5475 7272 **E** mail@sunshinecoast.qld.gov.au
Locked Bag 72 Sunshine Coast Mail Centre Qld 4560
sunshinecoast.qld.gov.au

Caloundra
Maroochydore

Nambour

77 Bulcock Street Caloundra Qld 4551
Sunshine Coast City Hall
54 First Avenue Maroochydore Qld 4558
Cnr Currie and Bury Streets Nambour Qld 4560



Plans generated by SmarterWX™
Automate

20/08/25 (valid for 30 days)

In an emergency contact Sunshine Coast Council on (07) 5475 7272



Job # 50960072

Seq # 259820110

Legend

Stormwater Pit

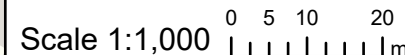
- Catch Pit
- Field Inlet
- Manhole

Stormwater Pipe

- Allotment
- Box
- Pipe



Maroochydore Girl
Guides
Maroochydore
Scouts



Disclaimer

While every care is taken to ensure the accuracy of this product, neither the Sunshine Coast Regional Council nor the State of Queensland makes any representations or warranties about its accuracy, reliability, completeness or suitability for any particular purpose and disclaims all responsibility and all liability (including without limitation, liability in negligence) for all expenses, losses, damages (including indirect or consequential damage) and costs that may occur as a result of the product being inaccurate or incomplete in any way or for any reason.

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Provided by Sunshine Coast Council



Job ID 50960072

Superloop (Australia) Pty Ltd

Referral
259820113

Member Phone
(07) 3905 2430

Responses from this member

Response received Wed 20 Aug 2025 9.53am

File name	Page
Response Body	82
259820113.pdf	83

Initial

KA

To: Samuel Ferguson RE: Before You Dig Australia (BYDA) REFERRAL NOTIFICATION FROM
SUPERLOOP LTD. Sequence No: 259820113 Enquiry Date: 20/08/2025 Commencement Date: 21/08/2025
Completion Date: 21/08/2025 Thank you for the above enquiry. Please find attached the "259820113.pdf"
which overviews your proposed work area in association with Superloop's underground assets. Please note
that this communication, including any attachments, is confidential. If you are not the intended recipient, you
should not read it please contact us immediately, destroy it, and do not copy or use any part of this
communication.

Initial
KA



Before You Dig Australia (BYDA)

Location Information

Level 1, 545 Queen Street
Brisbane, QLD, 4000
Ph: (07) 3905 2400
www.superloop.com

To:

Good Law QLD - Samuel Ferguson
7 Bells Reach Drive
Caloundra West QLD 4551

Enquiry Details

Utility ID	90382
Sequence Number	259820113
Enquiry Date	20/08/2025 09:53
Response	AFFECTED
Address	Unit 2204 100 Duporth Av Maroochydore
Location in Road	Road, Footpath, Nature Strip
Activity	Conveyancing

Enquirer Details

Customer ID	3611422
Contact	Samuel Ferguson
Company	Good Law QLD
Email	sam@goodlawqld.com.au
Phone	+61494089332

Disclaimer

Plans issued by Superloop are valid for 28 days unless otherwise stated. If this timeframe has elapsed, you will be required to reapply via Before You Dig.Australia Superloop plans are provided for the use of the applicant only and must not be distributed to any third parties. Superloop shall not be liable for any loss or damage caused by the use of its plans and/or information supplied to the applicant. Please ensure Superloop plans and information provided remain on-site at all times during construction.

Initial
KZ

Your Enquiry has fallen within the risk area for Superloop's asset.

IMPORTANT:

- The proposed work has the potential to impact Superloop underground assets (Optical Fibre) in the area. Diagrams indicating the position of Superloop's underground assets are attached.
- There may be additional Superloop assets in this area contained within Telstra duct which are not shown on these diagrams. No work is to take place until plans have been obtained from Telstra.
- **Superloop does not accept any liability for inaccuracies or any lack of information on the plans, or any damage to Superloop assets resulting from, or in connection with the information provided.**

CONCERNING SUPERLOOP PLANS:

- Drawings and Plans provided by Superloop are reference diagrams which were correct at the time the asset was built. Exact ground cover and alignments cannot be provided with any certainty as these may alter over time. Depths of Telecommunications plant vary considerably as do alignments. It is essential to uncover the asset and positively identify the asset's exact location.
- Superloop plans are provided as a guide only and the completeness of the information cannot be guaranteed.
- The attached diagrams are valid for 28 days from the date of this reply.
- Services belonging to other third parties are not included on these plans.
- Superloop plans are provided for the use of the applicant only and must not be distributed to any third parties.
- Please ensure Superloop plans and information provided remains on-site at all times during construction.

DUTY OF CARE:

- When working in the vicinity of telecommunications plant you have a legal "Duty of Care" that must be observed.
- It is the responsibility of the owner and any consultant engaged by the owner, including an architect, consulting engineer, developer, and head contractor to design for minimal impact and protection of Superloop plant. Superloop will provide plans and sketches showing the presence of its network to assist at this design stage. It is the owner's (or constructor's) responsibility to:
 - ❖ Request plans of Superloop plant for a particular location at a reasonable time before construction begins
 - ❖ Visually locate Superloop plant by vacuum excavation (pot holing) where construction activities may damage or interfere with Superloop plant (see "Essential Precautions and Approach Distances" section for more information)
 - ❖ Contact Superloop, if Superloop plant is wholly or partly located near planned construction activities.

DAMAGE:

IN CASE OF EMERGENCY OR TO REPORT DAMAGE

PHONE 1300 558 406

IMMEDIATELY

- All damage, regardless of severity, must be reported to Superloop immediately.
- The contractor, or other agency, is liable for all damage to Superloop assets when works commence prior to obtaining plans, or failure to follow agreed instructions.
- Superloop reserves all rights to recover compensation for loss or damage to its cable network or other property including consequential losses.
- **Superloop does not accept any liability for loss or damage occurring due to inaccuracy or lack of information on the plans provided.**

Initial

KA

ESSENTIAL PRECAUTIONS AND APPROACH DISTANCES:

Note: If the following clearances cannot be maintained, please contact Superloop (see above for details) for advice on how best to resolve this situation.

1. On receipt of plans and before commencing excavation work or similar activities near Superloop plant, carefully locate this plant first to avoid damage. Undertake prior manual exposure such as potholing when intending to excavate or work closer to Superloop plant than the following approach distances:
 - Where Superloop plant is in an area where road and footpaths are well defined by kerbs or other features a minimum clear distance of 600mm must be maintained from where it could be reasonably presumed that plant would reside.
In non-established or unformed reserves and terrain, this approach distance must be at least 1.5 metres.
 - NOTE: Even manual pot-holing needs to be undertaken with extreme care, common sense and employing techniques least likely to damage cables.
 - If construction work is parallel to Superloop plant, then careful hand digging or using non-destructive water jet method (pot-holing) at least every 5m is required to establish the location of all plant, hence confirming nominal locations before work can commence.
2. Maintain the following minimum clearance between construction activity and **actual location** of Superloop Plant.

Jackhammers/Pneumatic Breakers	<i>Not within 1.0m of actual location.</i>
Vibrating Plate or Wacker Packer Compactor	<i>Not within 0.5m of Superloop ducts. 300mm compact clearance cover before compactor can be used across Superloop ducts.</i>
Boring Equipment (in-line, horizontal and vertical)	<i>Not within 2.0m of actual location. Constructor to check depth via vacuum excavation (pot-hole).</i>
Heavy Vehicle Traffic (over 3 tonnes)	<i>Not to be driven across Superloop ducts (or plant) with less than 600mm cover.</i>
Mechanical Excavators, Farm ploughing and Tree Removal	<i>Not within 1.0m of actual location. Constructor to check depth via vacuum excavation (pot-hole).</i>

- All Superloop pits and manholes should be a minimum of 1.2m in from the back of kerb after the completion of your work.
- All Superloop conduit should have the following minimum depth of cover after the completion of your work:
 - ❖ **Footway 450mm**
 - ❖ **Roadway 450mm at drain invert and 600mm at road centre crown**

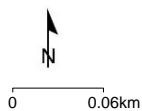
Initial
KA






Overview Map

Sequence No: 259820113

Unit 2204 100 Duporth Av Maroochydore



LEGEND:

-  Superloop Asset
-  Property Boundary
-  Affected BYDA Work Area

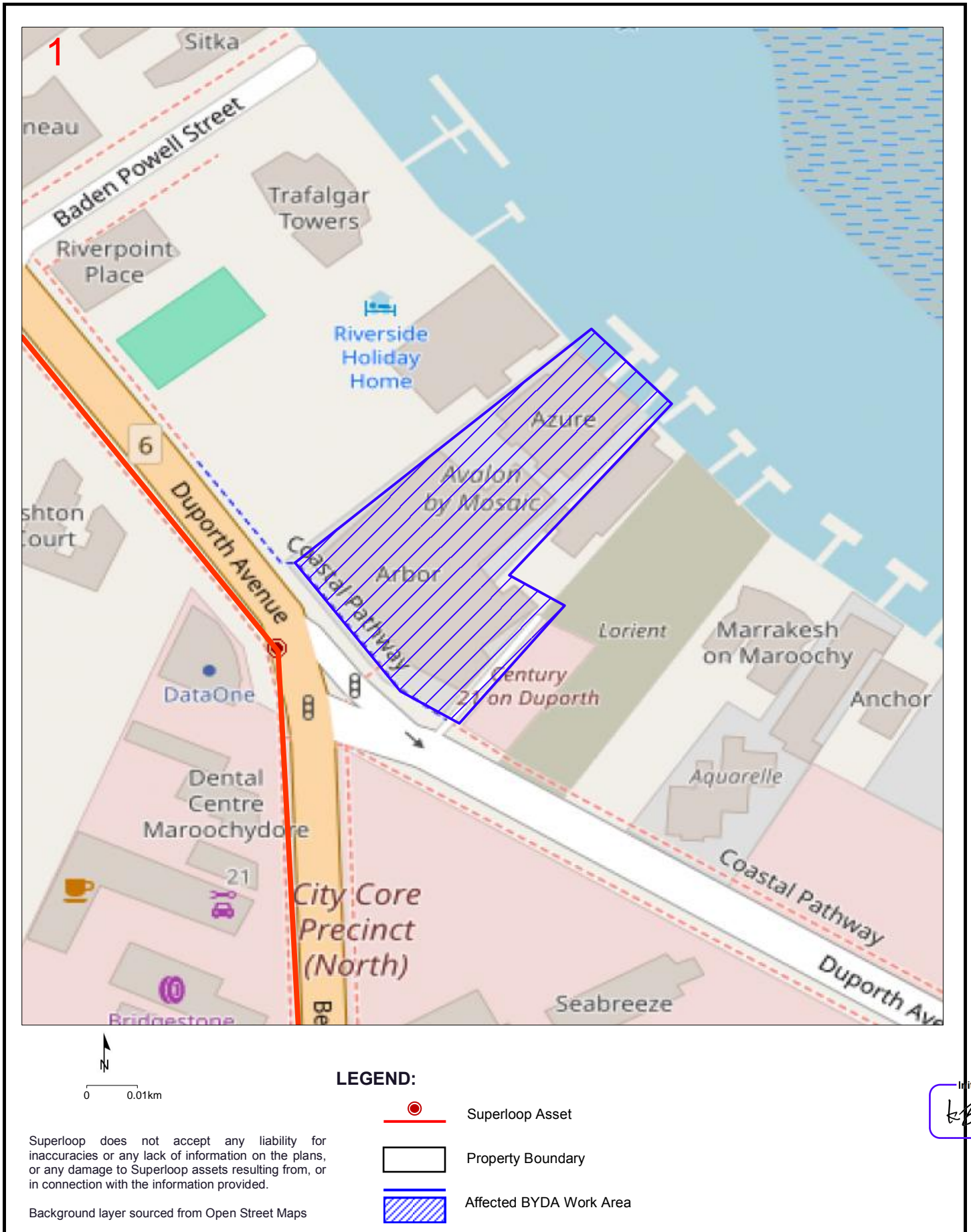
1 Detail Map

Superloop does not accept any liability for inaccuracies or any lack of information on the plans, or any damage to Superloop assets resulting from, or in connection with the information provided.

Background layer sourced from Open Street Maps

Initial

[Handwritten signature]



Job ID 50960072

Telstra QLD South East

Referral

259820117

Member Phone

1800 653 935

Responses from this member

Response received Wed 20 Aug 2025 10.02am

File name	Page
Response Body	89
Telstra Map Legend 4.0b.pdf	91
Telstra Duty of Care v32.0c.pdf	92
AccreditedPlantLocators 2025-01-08a.pdf	94
259820117.pdf	95

Initial

KA

Attention: Samuel Ferguson

Site Location: Unit 2204 100 Duport Av, Maroochydore, QLD 4558

Your Job Reference: 251292

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).

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(See attached file: *Telstra Duty of Care v32.0c.pdf*)

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

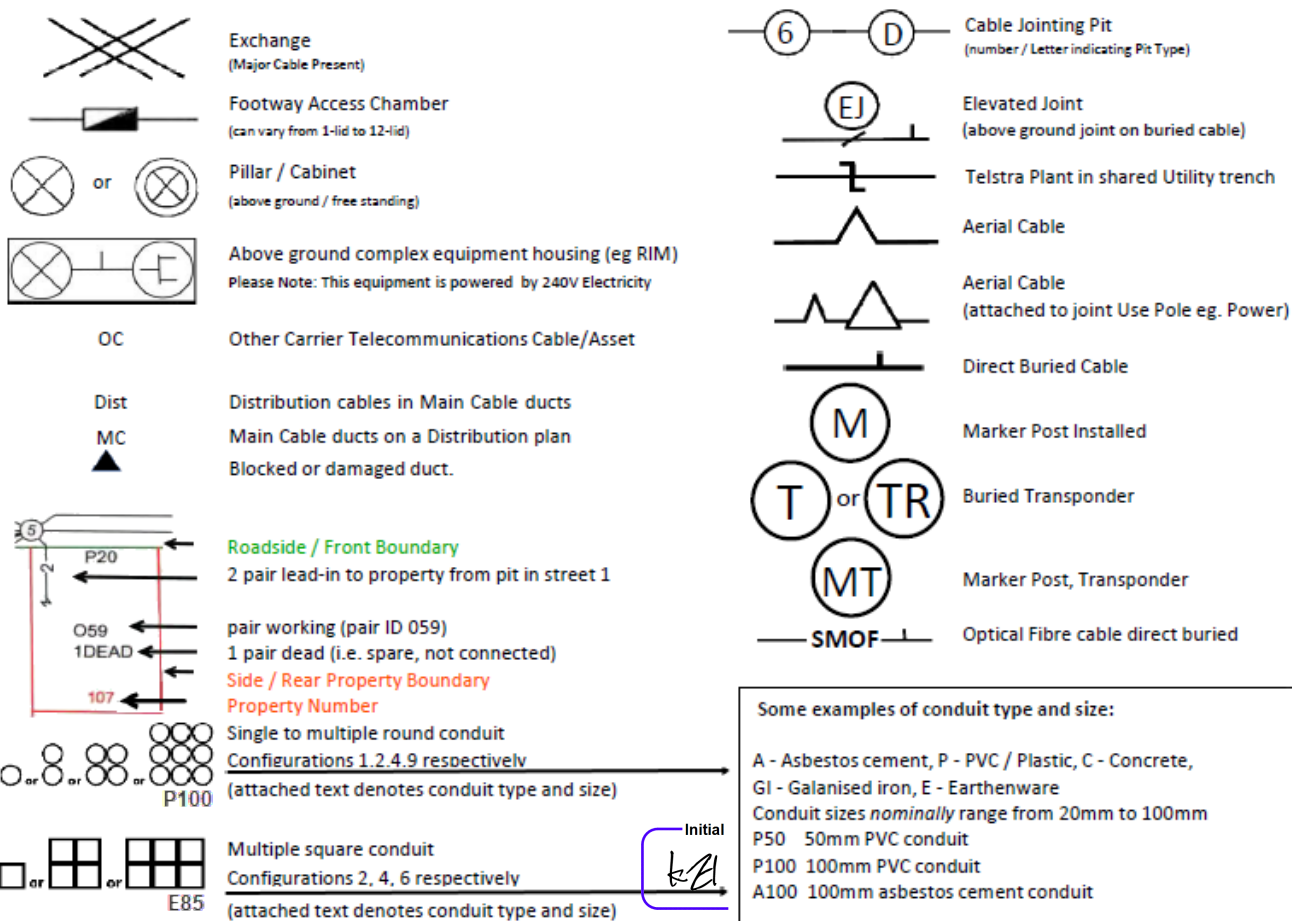
(See attached file: AccreditedPlantLocators 2025-01-08a.pdf)

(See attached file: 259820117.pdf)

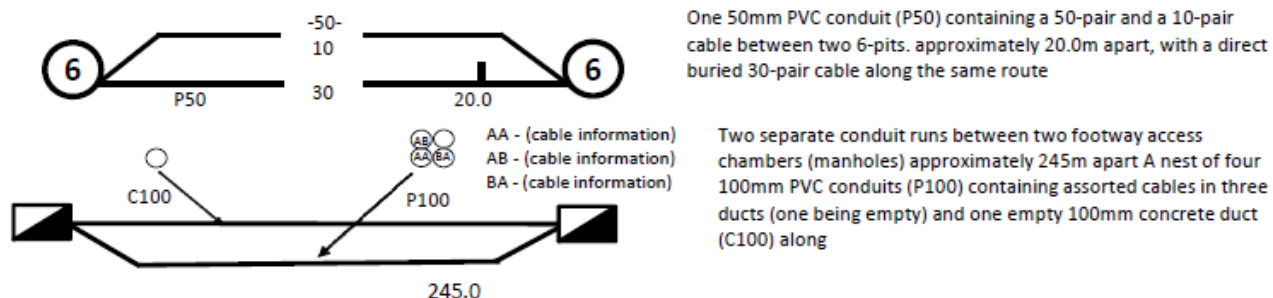
Initial
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LEGEND



Some Examples of how to read Telstra Plans



Protect our Network:

by maintaining the following distances from our assets:

- 1.0m Mechanical Excavators, Farm Ploughing, Tree Removal
- 500mm Vibrating Plate or Wacker Packer Compactor
- 600mm Heavy Vehicle Traffic (over 3 tonnes) not to be driven across Telstra ducts or plant.
- 1.0m Jackhammers/Pneumatic Breakers
- 2.0m Boring Equipment (in-line, horizontal and vertical)

For more info contact a [CERTLOC Certified Locating Organisation \(CLO\)](#) or
Telstra Location Intelligence Team 1800 653 935



Before You Dig Australia

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.

Initial

kai



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.

Initial

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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).



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

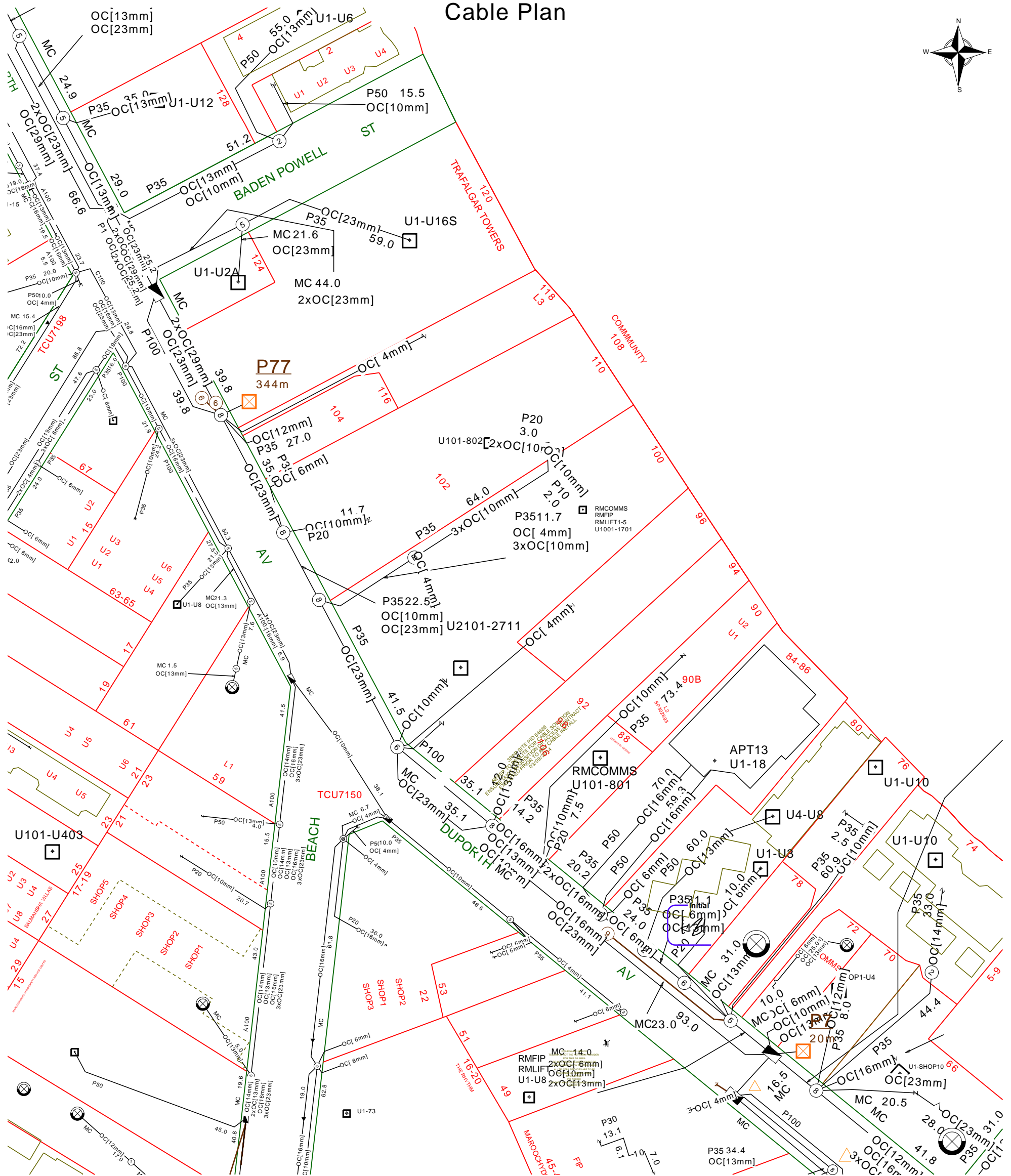


CERTLOC Certified Locating Organisation (CLO)

certloc.com.au/locators/

Only Telstra authorised personnel and CERTLOC Locators can access Telstra’s Pit and Pipe Network.

Cable Plan



Report Damage: <https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra-r>
Ph - 13 22 03
Email - Telstra.Plans@team.telstra.com
Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries

TELSTRA LIMITED A.C.N. 086 174 781

Generated On 20/08/2025 09:56:35

Sequence Number: 259820117

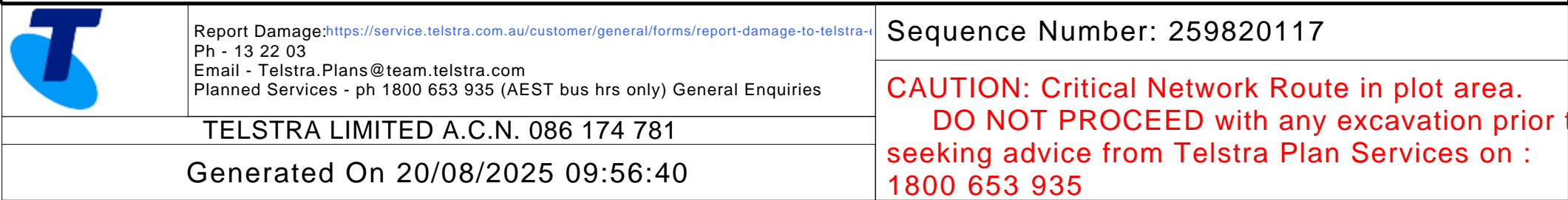
**CAUTION: Critical Network Route in plot area.
DO NOT PROCEED with any excavation prior to
seeking advice from Telstra Plan Services on :
1800 653 935**

The above plan must be viewed in conjunction with the Mains Cable Plan on the following page

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.

Page 2 of 2

Job ID 50960072

Unitywater North

Referral

259820115

Member Phone

1300 086 489

Responses from this member

Response received Wed 20 Aug 2025 9.55am

File name	Page
Response Body	98
Coversheet - Assets Found.pdf	99
DBYD Map - SEQ# 259820115.pdf	101

Initial

KA

Date of enquiry: 20/08/2025 9:53:00 AM

Notification No: 50960072 (Job No)

Sequence No: 259820115

Customers Name: Samuel Ferguson

Customers Phone No: +61494089332

Address supplied for dig site location

Unit 2204 100 Duporth Av, Maroochydore, QLD

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Unitywater carries out monitoring, scanning and blocking of emails and attachments sent from or to addresses within Unitywater for the purposes of operating, protecting, maintaining and ensuring appropriate use of its computer network.

It is recommended that you scan this email and any attachment before opening. Unitywater does not accept any responsibility or liability for loss or damage arising directly or indirectly from opening this email, any attachments or any communication errors.

Initial
KA



Samuel Ferguson
Good Law QLD
7 Bells Reach Drive
Caloundra West QLD 4551

20/08/2025



Dear Samuel Ferguson

Response to your recent enquiry: More detailed information is required

Your recent Before You Dig (BYDA) enquiry about the location of water and sewerage assets on your property of interest has been sent to Unitywater.

Unitywater has located water and/or sewerage infrastructure on the property. Attached is a map locating the infrastructure and identifying the type of infrastructure that has been identified. The map and information contained on this map is valid for 30 days from Unitywater plan print date.

Also attached to this letter is additional information about your responsibilities in relation to our infrastructure.

Sequence No: 259820115

Job No: 50960072

Location: Unit 2204 100 Duport Av Maroochydore

If you have further questions, please call the Customer Service Centre on 1300 0 UNITY (1300 086 489).

Yours sincerely

A handwritten signature in black ink, appearing to read "Ivan Beirne".

Ivan Beirne
Head of Asset Management, Unitywater



Initial
KA

Important Information

DISCLAIMER

All Unitywater's records, data, images and information supplied via BYDA (the "Data") are indicative only. You agree that any plans supplied to you via BYDA are only provided for your convenience and will not be relied upon by you for any purpose.

You also agree that Unitywater does not assume any responsibility or duty of care in respect of, or warrant, guarantee or make any representation as to the Data (including its accuracy, reliability, currency, or suitability).

The information provided in any plan(s) is classified as Quality Level D (QL-D) according to Australian Standard AS 5488.1. QL-D information does not include any field verification through direct measurement and, therefore, should only be considered as a broad indication of the location and type of infrastructure. Unitywater strongly recommends using the services of professional service locators before digging near the infrastructure. You are solely responsible for the selection of appropriate site detection methodologies at all times.

To the fullest extent permitted by law, Unitywater will not be liable to you in contract, tort, equity, under statute or otherwise arising from or in connection with the provision of any plans to you via BYDA.

COMPLIANCE WITH LAWS

There may be both indicated and unmarked hazards, dangers, or encumbrances, including underground asbestos pipes and abandoned mains within your nominated search area. You are solely responsible for ensuring that appropriate care is taken at all times while undertaking works and that you comply with all mandatory requirements relating to such matters, including in relation to workplace health and safety.

DAMAGED INFRASTRUCTURE

Please note that it is an offence under Section 192 of the *Water Supply (Safety and Reliability) Act 2008* to interfere with our infrastructure without Unitywater's written consent.

You may be liable to Unitywater for any loss of or damage to our infrastructure, together with any consequential or indirect loss or damage (including without limitation, loss of use, loss of profits or loss of revenue) arising from or in connection with any interference with Unitywater's infrastructure by you or any other person for which you are legally responsible.

Any damage to Unitywater's Infrastructure must be reported immediately to the (24 Hours) Faults and Emergencies contact number on **1300 0 UNITY** (1300 086 489).

COPYRIGHT

All Data provided by Unitywater via BYDA is the intellectual property of Unitywater and is protected by copyright. Except as permitted by the Copyright Act 1968, you may not reproduce or on-sell any of the Data provided to you without the written consent of Unitywater.

NOTES

If you require further details on sewerage and water infrastructure, Detailed Infrastructure Plans are available for purchase. A request form is available through Unitywater's website <http://www.unitywater.com> or by contacting the Customer Service Centre on 1300 0 UNITY (1300 086 489).

If you require further details for house connection or drainage plans contact your local council for a plumbing search. Unitywater water and sewerage infrastructure is located across Moreton Bay, Sunshine Coast and Noosa local government areas. For information outside these areas, you will need to contact the relevant authority.

Initial
KA

UNITYWATER BYDA MAP

Sequence Number: 259820115

Job Number: 50960072

Printed On: 20/08/2025

Emergency Situations
Call Unitywater:
1300 086 489

This information on this plan is valid
for 30 days from "Printed On" date.

Legend

Extent of Unitywater Area

Water

PS

Water Pump Station

M

Water Service

*

Water Valve

Water Pipe (Abandoned)

Water Hydrant

F

Water Fitting

Water Main

Trunk Main

Reticulation Main

Sewer

PS

Sewer Pump Station

⦿

Sewer Maintenance Hole

*

Sewer Valve

F

Sewer Fitting

Sewer Gravity Main

Trunk Main

Reticulation Main

Overflow Main

Sewer Pipe (Abandoned)

Sewer Pressure Main

Pressure Sewer

Rising Main

Vacuum Main

Pressure Sewer Service

Sewer Service

Recycled Water

PS

Recycled Water Pump Station

*

Recycled Water Valve

●

Recycled Water Hydrant

F

Recycled Water Fitting

Recycled Water Pipe (Abandoned)

Recycled Water Main

Map Tile: 1
Scale: 1:1000
(If printed at 100%
on A3 size paper)



Before You Dig Australia
PO Box 953
Caboolture QLD 4510

Inquiries: 1300 0 Unity (1300 086 489) Email: dbyd@unitywater.com

Disclaimer These Maps are supplied under the following conditions:- Mapping details are supplied from information contained in Unitywater's records which may have been furnished to Unitywater by other persons. Unitywater gives no warranty or guarantee of any kind, expressed, implied, or statutory, to the correctness, currency or accuracy of the map details or the degree of compliance with any standards in this matter. As per the Important Information included in the response to your enquiry, you agree that these Maps are indicative only and will not be relied upon by you for any purpose. Persons making decisions with financial or legal implications must not rely upon the map details shown on this plan for the purpose of determining whether any particular facts or circumstances exist and Unitywater (and its officers and agents) expressly disclaim responsibility and liability for any loss or damage suffered as a result of placing reliance upon this information. You also acknowledge that these Maps are the intellectual property of Unitywater and may not be reproduced or sold on without the written consent of Unitywater.



Job ID 50960072
251292



End of document

i This document may exclude some files (eg. DWF or ZIP files)

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Initial
KA



Department of Transport and Main Roads

Property Search - Advice to Applicant

Property Search reference 940034

Date: 20/08/2025

Search Request reference: 170777002

Applicant details

Applicant: Megan Thompson

megan@goodlawqld.com.au

Buyer: not known not known

Search response:

Your request for a property search on Lot 2204 on Plan SP306118 at Unit 2204 100 Duporth Av, Maroochydore Qld 4558 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.

Initial

EA



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 Street
Brisbane QLD 4001

Transaction ID: 51041743 EMR Site Id: 20 August 2025
Cheque Number:
Client Reference:

This response relates to a search request received for the site:
Lot: 2204 Plan: SP306118
2204/100 DUPORTH AV
MAROOCHYDORE

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

Initial



CERTIFICATE OF AFFECT **QUEENSLAND HERITAGE REGISTER**

Client Reference: 251292

Certificate Number: CA025002
Result 1 of 1

InfoTrack PTY LTD
PO Box 10314, Adelaide Street

QLD 4001

This is a certificate issued under section 33(1)(b) of the *Queensland Heritage Act 1992* (Heritage Act) as to whether a place is affected by: entry in the Queensland Heritage Register (QHR) as a Queensland heritage place, a current QHR application, or is excluded from entry in the QHR.

RESULT

This response certifies that the place identified as:

Place Ref: None
Place Name: None
Lot: 2204 Plan: SP306118
Located at:

is neither on the QHR nor the subject of a QHR application under the Heritage Act.

ADDITIONAL ADVICE

Note: This certificate is valid at the date of issue only

If you have any queries in relation to this search please contact the Heritage Branch on 13QGOV or heritage@des.qld.gov.au.

*Issued on behalf of the Chief Executive,
Department of Environment, Science and Innovation*

Date of issue: 20/08/2025
Receipt No: 6611712

Initial
Handwritten initials 'KA' in black ink, enclosed within a blue rectangular border.

InfoTrack

From: searches@qcat.qld.gov.au [searches@qcat.qld.gov.au]
Sent: Wednesday, 20 August 2025 10:31 AM
To: InfoTrack QLD Property Services
Subject: RE: QCAT Search & Copy - 251292

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Queensland Civil and Administrative Tribunal Register of Proceedings

A request has been made for a copy of any part of the Register of Proceedings kept by the Tribunal in accordance with section 229 of the *Queensland Civil and Administrative Tribunal Act 2009* that relates to the following name:

KATHERINE ZINA ISOARDI

You have requested a search of the Register of Proceedings kept by the Tribunal in accordance with section 229 of the Queensland Civil and Administrative Tribunal Act 2009. This search has been limited to proceedings related to neighbour disputes, being proceedings commenced under the following Acts: • Building Act 1975, Chapter 8, Part 2A (dividing fences that are also pool barriers) • Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 • Queensland Civil and Administrative Tribunal Act 2009, Chapter 2, Part 1, Division 2 (minor civil disputes for debt or liquidated demand of money related to dividing fences or trees)

A search has been conducted of the Register of Proceedings for that name. The Register of Proceedings does not contain any information relating to that name.

This information is current as at 7/8/2025.

Queensland Civil and Administrative Tribunal

Please think about the environment before you print this message.

This email and any attachments may contain confidential, private or legally privileged information and may be protected by copyright. You may only use it if you are the person(s) it was intended to be sent to and if you use it in an authorised way. No one is allowed to use, review, alter, transmit, disclose, distribute, print or copy this email without appropriate authority.

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It is your responsibility to ensure that this email does not contain and is not affected by computer viruses, defects or interferences by third parties or replication problems.

Initial


Rate notice

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



ABN 37 876 973 913

pmaccounts@mosaicproperty.com.au

Ms KZ ISOARDI
MOSAIC PROPERTY MANAGEMENT
PO BOX 2075
FORTITUDE VALLEY QLD 4006

Half yearly rate notice for period

1 July 2025 to 31 December 2025

Issue date	22 July 2025
Property no.	269436
Valuation	\$113,411
Payment reference no.	101651684
Due date for payment	22 August 2025

Amount payable \$2,254.24

Property location: Avalon By Mosaic, 2204/100 Duporth Ave MAROOCHYDORE QLD 4558

Property description: Lot 2204 SP 306118 - Avalon By Mosaic - Contribution Entitlement = 121/11102 - Interest Entitlement = 108/9999

Rates and charges	Units	Rate charged	Amount
Sunshine Coast Council rates and charges			
General Rate - Category 27		Minimum Rate =	1,468.50
Waste Low Noise Bin - 1100 Litre	0.39236 x	\$2,988.50 x .5 =	586.28
Garden Organics Low Noise Bin - 660 Litre	0.00545 x	\$258.00 x .5 =	0.70
Arts and Heritage Levy	1 x	\$20.00 x .5 =	10.00
Environment Levy	1 x	\$82.00 x .5 =	41.00
Transport Levy	1 x	\$43.92 x .5 =	21.96
State Government charges (Council required to collect on behalf of the State Government)			
State Emergency Management Levy: Class A Group 2	1 x	x .5 =	125.80
TOTAL:			\$2,254.24

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

Easy ways to pay:

BPAY
Biller Code: 18259
Ref: 101651684

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



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



*214 101651684



Call **13 18 16** and follow the prompts
Credit Card: MasterCard and Visa
Billpay Code: 0214 Reference: 1 0165 1684



Internet

Go to www.sunshinecoast.qld.gov.au, click on 'Pay and Apply' and follow the prompts.
Reference: 1 0165 1684
MasterCard and Visa

Initial
KZ

Rates and payment information

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

Why check your rate category?

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

Is interest charged?

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

Having difficulty paying your rates?

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

Does Council offer a rate concession for pensioners?

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

Are legal and professional costs shown on the rate notice?

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

State levy information

State Government Emergency Management Levy

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

State Waste Levy

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



Help us help the environment

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

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

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

Other payment options:



By mail

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



Pay in person at any Council office

8.30am to 4.30pm weekdays.

Caloundra:

77 Bulcock Street

Maroochydore:

54 First Avenue

Nambour:

Corner Currie and Bury Street



Direct debit

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

Periodic direct debit

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

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

Set and forget direct debit

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

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

Initial

KA



Pay using your smart phone

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





Ms K Z Isoardi
c/- Mosaic Property Management
48-50 Duporth Ave
MAROOCHYDORE QLD 4558

WATER AND SEWERAGE
YOUR BILL

1300 086 489
Emergencies and faults 24 Hours, 7 days
Account enquiries 8am-5pm Mon-Fri
unitywater.com
ABN 89 791 717 472

Account number	100007691
Payment reference	1000 0769 17
Property	Avalon By Mosaic, Unit 2204/100 Duporth Ave, MAROOCHYDORE, QLD

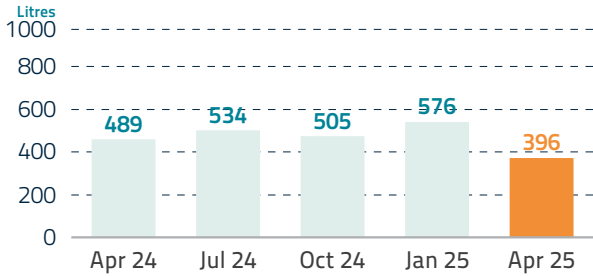
Bill number	7127170582
Billing period	09 Jan 2025 91 days to 9 Apr 2025
Issue date	1 May 2025
Approximate date of next meter reading	7 Jul 2025

Your account activity

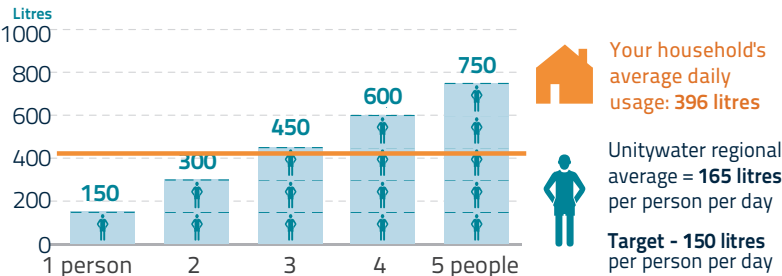
Your last bill	Payments/ adjustments	Balance	New charges	Total due
\$505.99	\$505.99	\$0.00	\$420.21	\$420.21
				Due date
				2 Jun 2025

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

Compare your average daily usage over time



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

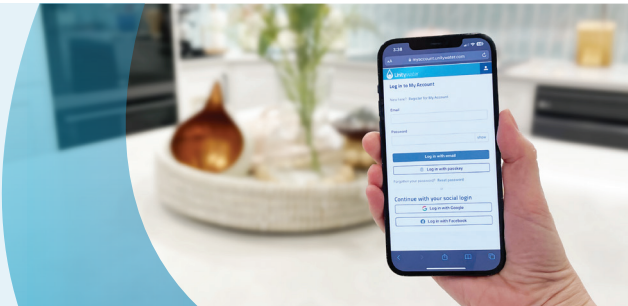


My Account

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

Everything you need, right at your fingertips.

To find out more visit unitywater.com/myaccount



Easy ways to pay For other payment options - see over



BPAY®
Biller Code: 130393
Ref: 1000 0769 17
Contact your bank or financial institution to pay from your cheque, savings, debit, credit card or transaction account.
Find out more at bpay.com.au
© Registered to BPAY Pty Ltd ABN 69 079 137 518



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

SmoothPay

Smooth out your bill payments across the year with regular fortnightly or monthly payments, interest free.
Find out more at unitywater.com/smoothpay



Your account details

Water meter details 1 kilolitre (kL) = 1000 litres (L)

Meter ID	Previous read date	Previous reading (kL)	Current read date	Current reading (kL)	Usage (kL)	No. of days	Average daily usage (L)
UE2000636W	8 Jan 25	569	9 Apr 25	605	36	91	395.6
Total water usage					36	91	395.6
Total sewerage usage (waste and greywater) = 90% of water usage					32.40	91	356.0

Activity since last bill

Last bill	\$505.99
Payments / adjustments	
23 Jan 2025 CBA BPAY BPAY 23/01/2025	-\$505.99
Account balance	\$0.00 1

Water and Sewerage Charges

Lot 2204 Plan SP306118 Installation ID 223164341738

State Bulk Water Price	Period	kL/day	x Days	x Price/kL	
State Govt Bulk Water	09 Jan 25 to 09 Apr 25	0.3956	91	\$3.444	\$123.98

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

Unitywater (local government distributor-retailer price)

Variable Usage Charges	Period	kL/day	x Days	x Price/kL	
Water up to 822 L/day	09 Jan 25 to 09 Apr 25	0.3956	91	\$0.760	\$27.36
Sewerage up to 740 L/day	09 Jan 25 to 09 Apr 25	0.3560	91	\$0.760	\$24.62
Fixed Access Charges	Period	x No.	x Days	x Price/day	
Water Access 20mm	09 Jan 25 to 09 Apr 25	1	91	\$0.879	\$79.99
Sewerage Access	09 Jan 25 to 09 Apr 25	1	91	\$1.805	\$164.26
Water subtotal					\$231.33
Sewerage subtotal					\$188.88

New water and sewerage charges \$420.21 2

Total Due = 1 + 2 \$420.21

Important information

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

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

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

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

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

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


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

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

International calls
+ 61 7 5431 8333
unitywater.com
PO Box 953
Caboolture QLD 4510
1300 086 489

More payment options


 **Credit card by phone or online**
To make a one-off credit card (Visa or MasterCard only) payment call 1300 047 763 or go to unitywater.com. A credit card surcharge may apply.
Ref: 1000 0769 17

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

 **In person, by phone or online**
Billpay Code: 4028
Ref: 1000 0769 17
Pay in person at any post office, call 13 18 16, or go to postbillpay.com.au



*4028 1000076917 00042021

Initial 

Account number	1000076917
Payment reference	1000 0769 17
Total due	\$420.21
Due date	2 Jun 2025

QUEENSLAND TITLES REGISTRY PTY LTD

AUTOMATED TITLES SYSTEM

ENE470

07/08/2025 10:04

COMMUNITY TITLES SCHEME SEARCH STATEMENT

Request No: 52891619

Scheme Name: AVALON BY MOSAIC COMMUNITY TITLES SCHEME 54358

Body Corp. Addr: C/- ARCHERS

PO BOX 1191

MOOLOOLABA QLD

4557

COMMUNITY MANAGEMENT STATEMENT No: 54358

Title	Lot	Plan
51248597	CP	SP 306118
51248598	1001	SP 306118
51248599	1002	SP 306118
51248600	1101	SP 306118
51248601	1102	SP 306118
51248602	1103	SP 306118
51248603	1201	SP 306118
51248604	1202	SP 306118
51248605	1301	SP 306118
51248606	1302	SP 306118
51248607	1401	SP 306118
51248608	1402	SP 306118
51248609	1501	SP 306118
51248610	1502	SP 306118
51248611	1601	SP 306118
51248612	1701	SP 306118
51248613	2102	SP 306118
51248614	2103	SP 306118
51248615	2104	SP 306118
51248616	2115	SP 306118
51248617	2116	SP 306118
51248618	2117	SP 306118
51248619	2201	SP 306118
51248620	2202	SP 306118
51248621	2203	SP 306118
51248622	2204	SP 306118
51248623	2209	SP 306118
51248624	2210	SP 306118
51248625	2211	SP 306118
51248626	2212	SP 306118
51248627	2213	SP 306118
51248628	2214	SP 306118
51248629	2215	SP 306118
51248630	2216	SP 306118
51248631	2217	SP 306118
51248632	2301	SP 306118
51248633	2302	SP 306118
51248634	2303	SP 306118
51248635	2304	SP 306118
51248636	2309	SP 306118
51248637	2310	SP 306118
51248638	2311	SP 306118
51248639	2312	SP 306118

Initial
kA

QUEENSLAND TITLES REGISTRY PTY LTD
07/08/2025 10:04
Request No: 52891619

AUTOMATED TITLES SYSTEM
COMMUNITY TITLES SCHEME SEARCH STATEMENT
ENE470

Title	Lot	Plan
51248640	2313	SP 306118
51248641	2314	SP 306118
51248642	2315	SP 306118
51248643	2316	SP 306118
51248644	2317	SP 306118
51248645	2401	SP 306118
51248646	2402	SP 306118
51248647	2403	SP 306118
51248648	2404	SP 306118
51248649	2409	SP 306118
51248650	2410	SP 306118
51248651	2411	SP 306118
51248652	2412	SP 306118
51248653	2413	SP 306118
51248654	2414	SP 306118
51248655	2415	SP 306118
51248656	2416	SP 306118
51248657	2417	SP 306118
51248658	2501	SP 306118
51248659	2502	SP 306118
51248660	2503	SP 306118
51248661	2504	SP 306118
51248662	2505	SP 306118
51248663	2506	SP 306118
51248664	2507	SP 306118
51248665	2508	SP 306118
51248666	2509	SP 306118
51248667	2510	SP 306118
51248668	2511	SP 306118
51248669	2601	SP 306118
51248670	2602	SP 306118
51248671	2603	SP 306118
51248672	2604	SP 306118
51248673	2605	SP 306118
51248674	2606	SP 306118
51248675	2607	SP 306118
51248676	2608	SP 306118
51248677	2609	SP 306118
51248678	2610	SP 306118
51248679	2611	SP 306118
51248680	2701	SP 306118
51248681	2702	SP 306118
51248682	2703	SP 306118
51248683	2704	SP 306118
51248684	2705	SP 306118
51248685	2706	SP 306118
51248686	2707	SP 306118
51248687	2708	SP 306118
51248688	2709	SP 306118
51248689	2710	SP 306118
51248690	2711	SP 306118

Initial
kA

07/08/2025 10:04

COMMUNITY TITLES SCHEME SEARCH STATEMENT

Request No: 52891619

Title	Lot	Plan
-------	-----	------

COMMUNITY MANAGEMENT STATEMENT Dealing No: 721761230

** End of CMS Search Statement **

COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2025]

Requested By: D-ENQ INFOTRACK PTY LIMITED

SUNSHINE COAST

P: 07 5458 4500
F: 07 5444 5595
E: sunshinecoast@abcm.com.au



PO Box 1191
Mooloolaba QLD 4557

www.abcm.com.au

26 August 2025

InfoTrack
Level 16/280 Adelaide Street
BRISBANE QLD 4000

Ref

Fee 84.10 Paid

Archers the Strata Professionals Pty Ltd
ABN: 41 053 213 693

Please find enclosed a Body Corporate Certificate pursuant to Section 205 of the Body Corporate and Community Management Act 1997. The figures contained within the certificate are current as of today's date and are subject to change.

The fee charged of \$84.10 will allow for the Certificate to be provided within 5 business days. Please note these charges are prescribed under the relevant legislation.

If you require an updated Certificate within 3 months at the prescribed fee or financial documents prior to settlement, these can be ordered from our website
<https://abcm.com.au/forms/>

Should you require any further information please contact our office.

Yours faithfully,

A handwritten signature in black ink, appearing to read "M. Kanyai".

Body Corporate Manager
For the Secretary

Initial
Handwritten initials "KA" in black ink, enclosed within a blue rectangular box.

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.

Initial


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 26/08/2025

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

AVALON BY MOSAIC

CTS No. **54358**

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: **Vivienne Hooper**

Phone: **07 5458 4500**

Company: **Archers the Strata Professionals**

Email: **sunshinecoast@abcm.com.au**

Accessing records

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

The body corporate manager named above.

Initial


Property and community titles scheme details

Lot and plan details

Lot number: **2204**

Plan type and number: **306118**

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?

Yes

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.

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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
06/04/21	01001	C68T, C78 & C79 on Sketch Plan A Level A	Car Park
06/04/21	01001	G1 & W2 on sketch Plan C Diagram A & B	G1 - Gas bottle storage W2 - Watercraft storage
06/04/21	01002	C13T & C12T on sketch plan B Level B	Carpark
06/04/21	01002	G1 & W15 on sketch Plan C, Diagrams A & B	G1 - Gas bottle storage W15 - Watercraft storage
06/04/21	01101	C15T & C16 on sketch Plan B, Level B	Carpark
06/04/21	01101	G1 & W6 on sketch Plan C, Diagrams A & B	G1 - Gas bottle storage W6 - Watercraft storage
			S2 & S3 - storage near carpark
06/04/21	01102	C7 & C8 on sketch Plan B, Level B	Carpark
06/04/21	01102	G1 & W7 on sketch Plan C, Diagrams A & B	G1 - Gas bottle storage W7 - Watercraft storage

Initial
KA

given with this certificate and listed below

Date of Resolution	Lot	Description	Conditions
06/04/21	01103	C14T & C17 on sketch Plan B, Level B	Carpark
06/04/21	01103	G1 & W8 on sketch Plan C, Diagrams A & B	G1 - Gas bottle storage W8 - Watercraft storage
06/04/21	01201	C18, C19, C20 on sketch Plan B, Level B	Carpark
06/04/21	01201	G1 & W10 on sketch Plan C, Diagrams A & B	G1 - Gas bottle storage W10 - Watercraft storage
06/04/21	01202	C1, C2 & C3 on sketch Plan B, Level B	Carpark
06/04/21	01202	G1 & W11 on sketch Plan C, Diagrams A & B	G1 - Gas bottle storage W11 - Watercraft storage
06/04/21	01301	C64, C65 & C80 on sketch Plan A, Level A	Carpark
06/04/21	01301	G1 & W5 on sketch Plan C, Diagrams A & B	G1 - Gas bottle storage W5 - Watercraft storage
06/04/21	01302	C4, C5 & C6 on sketch Plan B, Level B	Carpark
06/04/21	01302	G1 & W12 on sketch Plan C, Diagrams A & B	G1 - Gas bottle storage W12 - Watercraft storage
06/04/21	01401	C66T & C67T on sketch Plan A, Level A	Carpark
06/04/21	01401	G1 & W4 on sketch Plan C, Diagrams A & B	G1 - Gas bottle storage W4 - Watercraft storage
06/04/21	01402	C69T, C76 & C77 on sketch Plan A, Level A	Carpark
06/04/21	01402	G1 & W13 on sketch Plan C, Diagrams A & B	G1 - Gas bottle storage W13 - Watercraft storage
06/04/21	01501	C73, C74 & C75 on sketch Plan A, Level A	Carpark
06/04/21	01501	S8 on sketch Plan A, G1 & W3 on sketch Plan C, Diagrams A & B	S8 - Storage G1 - Gas bottle storage W3 - Watercraft storage
06/04/21	01502	C23, C24 & C25 on sketch Plan A, Level A	Carpark
06/04/21	01502	G1 & W3 on sketch Plan C, Diagrams A & B	G1 - Gas bottle storage W3 - Watercraft storage
06/04/21	01601	C70T, C71T & C72T on sketch Plan A, Level A	Carpark
06/04/21	01601	G1 & W16 on sketch Plan C, Diagrams A & B	G1 - Gas bottle storage W16 - Watercraft storage
06/04/21	01701	C9T, C10T, C11T, C21 & C22 on sketch Plan A, Level A	Carpark
06/04/21	01701	S1 on sketch Plan A, Level A & G1 & W16 on sketch Plan C, Diagrams A & B	S1 - Storage G1 - Gas bottle storage W16 - Watercraft storage
06/04/21	02102	C113 on sketch Plan A, Level A	Carpark
06/04/21	02103	C53 on sketch Plan A, Level A	Carpark
06/04/21	02104	C60 & C62 on sketch Plan A, Level A	Carpark
06/04/21	02104	S5 on sketch Plan A, Level A	S5 - Storage
06/04/21	02115	C33 on sketch Plan A, Level B	Carpark
06/04/21	02116	C137 on sketch Plan A, Level A	Carpark
06/04/21	02117	C36 on sketch Plan A, Level B	Carpark
06/04/21	02201	C111 on sketch Plan A, Level A	Carpark
06/04/21	02202	C87T on sketch Plan A, Level A	Carpark
06/04/21	02203	C97 on sketch Plan A, Level A	Carpark
06/04/21	02204	C131T on sketch Plan A, Level A	Carpark
06/04/21	02204	S9 on sketch Plan A, Level A	S9 - Storage
06/04/21	02209	C96 on sketch Plan A, Level A	Carpark
06/04/21	02210	C138 on sketch Plan A, Level A	Carpark
06/04/21	02211	C92 on sketch Plan A, Level A	Carpark

Initial
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given with this certificate and listed below

Date of Resolution	Lot	Description	Conditions
06/04/21	02212	C112 on sketch Plan A, Level A	Carpark
06/04/21	02213	C125 on sketch Plan A, Level A	Carpark
06/04/21	02214	C124 on sketch Plan A, Level A	Carpark
06/04/21	02215	C35 on sketch Plan A, Level B	Carpark
06/04/21	02216	C61 on sketch Plan A, Level A	Carpark
06/04/21	02217	C58 on sketch Plan A, Level A	Carpark
06/04/21	02301	C116 on sketch Plan A, Level A	Carpark
06/04/21	02302	C115 on sketch Plan A, Level A	Carpark
06/04/21	02303	C57 on sketch Plan A, Level A	Carpark
06/04/21	02304	C51 & C52 on sketch Plan A, Level A	Carpark
06/04/21	02304	S4 on sketch Plan A, Level A	S4 - Storage
06/04/21	02309	C56 on sketch Plan A, Level A	Carpark
06/04/21	02310	C55 on sketch Plan A, Level A	Carpark
06/04/21	02311	C54 on sketch Plan A, Level A	Carpark
06/04/21	02312	C123 on sketch Plan A, Level A	Carpark
06/04/21	02313	C122 on sketch Plan A, Level A	Carpark
06/04/21	02314	C119 on sketch Plan A, Level A	Carpark
06/04/21	0231	C59 & C63 on sketch Plan A, Level A	Carpark
06/04/21	02316	C128 on sketch Plan A, Level A	Carpark
06/04/21	02317	C136 on sketch Plan A, Level A	Carpark
06/04/21	02401	C90 on sketch Plan A, Level A	Carpark
06/04/21	02402	C107 on sketch Plan A, Level A	Carpark
06/04/21	02403	C110 on sketch Plan A, Level A	Carpark
06/04/21	02404	C132T on sketch Plan A, Level A	Carpark
06/04/21	02409	C81 on sketch Plan A, Level A	Carpark
06/04/21	02410	C96 on sketch Plan A, Level A	Carpark
06/04/21	02411	C98 on sketch Plan A, Level A	Carpark
06/04/21	02412	C28 on sketch Plan A, Level B	Carpark
06/04/21	02413	C29 on sketch Plan A, Level B	
06/04/21	02414	C32 on sketch Plan A, Level B	
06/04/21	02415	C127 on sketch Plan A, Level A	Carpark
06/04/21	02416	C101 on sketch Plan A, Level A	Carpark
06/04/21	02416	S10 on sketch Plan A, Level A	S10 - Storage
06/04/21	02417	C85T on sketch Plan A, Level A	Carpark
06/04/21	02501	C117 on sketch Plan A, Level A	Carpark
06/04/21	02502	C135 on sketch Plan A, Level A	Carpark
06/04/21	02503	C114 on sketch Plan A, Level A	Carpark
06/04/21	02504	C43 & C44 on sketch Plan A, Level B	Carpark
06/04/21	02505	C45 & C46 on sketch Plan A, Level B	Carpark
06/04/21	02506	C86T on sketch Plan A, Level A	Carpark
06/04/21	02507	C89T on sketch Plan A, Level A	Carpark
06/04/21	02509	C134 on sketch Plan A, Level A	Carpark
06/04/21	02510	C82 on sketch Plan A, Level A	Carpark
06/04/21	02511	C83 on sketch Plan A, Level A	Carpark
06/04/21	02601	C93 on sketch Plan A, Level A	Carpark
06/04/21	02602	C84 on sketch Plan A, Level A	Carpark
06/04/21	02603	C102 on sketch Plan A, Level A	Carpark
06/04/21	02604	C49 & C50 on sketch Plan A, Level B	Carpark
06/04/21	02605	C130 & C129 on sketch Plan A, Level A	Carpark
06/04/21	02606	C88T on sketch Plan A, Level A	

Initial
KA

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Date of Resolution	Lot	Description	Conditions
06/04/21	02607	C120 & C121 on sketch Plan A, Level A	
06/04/21	02608	C30 & C31 on sketch Plan A, Level B	Carpark
06/04/21	02609	C103 on sketch Plan A, Level A	Carpark
06/04/21	02610	C109 on sketch Plan A, Level A	Carpark
06/04/21	02611	C104 on sketch Plan A, Level A	Carpark
06/04/21	02701	C105 on sketch Plan A, Level A	Carpark
06/04/21	02702	C118 on sketch Plan A, Level A	Carpark
06/04/21	02703	C106 on sketch Plan A, Level A	Carpark
06/04/21	02704	C47 & C48 on sketch Plan A, Level B	Carpark
06/04/21	02705	C99 & C100 on sketch Plan A, Level A	Carpark
06/04/21	02706	C108 & C133 on sketch Plan A, Level A	Carpark
06/04/21	02707	C26 & C27 on sketch Plan A, Level B	Carpark
06/04/21	02708	C37 & C38 on sketch Plan A, Level B	Carpark
06/04/21	02709	C34 on sketch Plan A, Level B	Carpark
06/04/21	02710	C95 on sketch Plan A, Level A	Carpark
06/04/21	02711	C94 on sketch Plan A, Level A	Carpark

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: **121.00**

Total contribution schedule lot entitlements for all lots: **11,102.00**

Interest schedule

Interest schedule lot entitlement for the lot: **108.00**

Total interest schedule lot entitlements for all lots: **9,999.00**

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.

Initial
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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 **2204** for the current financial year: \$ **\$7,135.16**

Number of instalments: **4** (outlined below)

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

Monthly penalty for overdue contributions (if applicable): **0.00** %

Due date	Amount due	Amount due if discount applied	Paid
01/03/25	1,767.29	1,767.29	27/02/25
01/06/25	1,767.29	1,767.29	08/05/25
01/09/25	1,800.48	1,800.48	
01/12/25	1,800.10	1,800.10	
01/03/26	1,783.79	1,783.79	
01/06/26	1,783.79	1,783.79	

Amount overdue **Nil**

Amount Unpaid including amounts billed not yet due **\$1,800.48**

Sinking fund contributions

Total amount of contributions (before any discount) for lot **2204** for the current financial year: \$ **\$1,318.77**

Number of instalments: **4** (outlined below)

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

Monthly penalty for overdue contributions (if applicable): **0.00** %

Due date	Amount due	Amount due if discount applied	Paid
01/03/25	299.72	299.72	27/02/25
01/06/25	299.72	299.72	08/05/25

Initial
Paid 

Sinking fund contributions

Total amount of contributions (before any discount) for lot2204for the current financial year: \$ \$1,318.77

Number of instalments: 4 (outlined below)

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

Monthly penalty for overdue contributions (if applicable): 0.00 %

Due date	Amount due	Amount due if discount applied	Paid
01/09/25	359.37	359.37	
01/12/25	359.96	359.96	
01/03/26	329.69	329.69	
01/06/26	329.69	329.69	
Amount overdue			\$0.00
Amount Unpaid including amounts billed not yet due			\$359.37

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): 0.00 %

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): 0.00 %

Due date	Amount due	Amount due if discount applied	Paid
Amount overdue			Nil
Amount Unpaid including amounts billed not yet due			Nil

Initial
[Signature]

Other contributions

	Due date	Amount due	Amount due if discount applied	Paid
Insurance Fund	01/03/25	187.70	187.70	27/02/25
Insurance Fund	01/06/25	187.70	187.70	08/05/25
Insurance Fund	01/09/25	243.00	243.00	
Insurance Fund	01/12/25	242.81	242.81	
Insurance Fund	01/03/26	215.30	215.30	
Insurance Fund	01/06/26	215.30	215.30	

Other amounts payable by the lot owner

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

At the date of this certificate

Annual contributions	Nil
Special contributions	Nil
Other contributions	Nil
Other payments	Nil
Penalties	Nil
Total amount overdue (Total Amount Unpaid including not yet due \$2,402.85)	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.

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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: 28/08/23

Current sinking fund balance (as at date of certificate): \$ 339,910.09

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
Maytronics Dolphin Liberty	Plant and Machinery	05/05/21	Pool Werx	0.00	0.00	3,499.00
5/5 Dolphin Liberty	Plant and Machinery	27/05/21	POOLWERX BUDERIM PO BOX 1357 BUDDINA Q 4575	3,499.00	0.00	3,499.00
various gym equipment	Plant and Machinery	01/12/22	Technogym	0.00	0.00	7,908.66
Leg Press gym equipment	Plant and Machinery	01/02/23	Technogym	0.00	0.00	10,982.31
Umbrella and pool cushions	Furniture & Fittings	20/03/24	Cool Outdoor	0.00	0.00	4,576.00

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.

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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	HU0006062713	73,051,317.00	79,155.24	31/03/26	5,000 Standard/500 Mach BDown 1,000 - Legal Defence Expenses
PUBLIC LIABILITY CHU Underwriting Agencies	HU0006062713	20,000,000.00	Included	31/03/26	5,000 Standard/500 Mach BDown 1,000 - Legal Defence Expenses
OFFICE BEARERS CHU Underwriting Agencies	HU0006062713	5,000,000.00	Included	31/03/26	5,000 Standard/500 Mach BDown 1,000 - Legal Defence Expenses
MACHINERY BREAKDOWN CHU Underwriting Agencies	HU0006062713	100,000.00	Included	31/03/26	5,000 Standard/500 Mach BDown 1,000 - Legal Defence Expenses
BUILDING CATASTROPHE CHU Underwriting Agencies	HU0006062713	21,915,395.00	Included	31/03/26	5,000 Standard/500 Mach BDown 1,000 - Legal Defence Expenses

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'.

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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: Mosaic Caretaking & Letting Pty Ltd

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

Yes - Name of authorised letting agent: Mosaic Caretaking & Letting Pty Ltd

Embedded network electricity supply

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

Yes

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 Archers the Strata Professionals

Positions/s held Body Corporate Manager

Date 26/08/2025



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

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(a) Structure of the Scheme

The scheme is structured as a Basic Scheme. It is not structured using a layered arrangement therefore the structure of the scheme does not impact on the allocation of CSLE.

(b) Nature, Features and Characteristics of the Lots in the Scheme

The Body Corporate is responsible for the maintenance and cleaning of Common Property within the scheme as it is part of a Building Format Plan. Facilities requiring cleaning and maintenance will include external walls and windows, road network, roof and utility infrastructure, grounds, gardens, pool and visitor car parks. In the allocation of the CSLE the following features or characteristics of lots in the scheme will increase the responsibility of that lot to contribute to expenditure for the cleaning, repair and maintenance of the common property and for the management and caretaking of the scheme in the following ways:

- (i) Gross Floor and External Area of the lot – The larger the lot the bigger demand it will have on the common property and to costs such as cleaning and painting. Additional entitlements are added depending on the floor and external area of the lot.
- (ii) Number of occupants of the lot – Larger lots that can accommodate for a higher number of occupants have the potential to place a greater burden on the common property and facilities. Lots that can accommodate more people will typically necessitate more cleaning, management and caretaking of common property and facilities.

(c) The purpose for which the Lots are used

There is a commercial component to this scheme and consideration has been taken into account the commercial use of this lot and what affect they have on expenses such as cleaning of common areas including toilets and external areas along with rubbish collection.

Principles for deciding the interest lot entitlement for a lot

The interest schedule lot entitlements for lots in the community titles scheme reflect the respective market values of the lots and are calculated using the market value principle.

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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Not applicable.

SCHEDULE C	BY-LAWS
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Part A – Definitions and Interpretations**1. DEFINITIONS****1.1 In these by-laws:**

- (a) **Act:** Body Corporate and Community Management Act 1997 or legislation which replaces it;
- (b) **Body Corporate:** the body corporate for the Scheme;
- (c) **Body Corporate Manager:** the person engaged by the Body Corporate as the body corporate manager for the Scheme;
- (d) **Body Corporate Asset:** a body corporate asset of the Scheme;
- (e) **Committee:** the committee of the Body Corporate elected in accordance with the Act;

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- (f) **Common Property:** the common property of the Scheme;
- (g) **Costs:** any costs, charges, expenses, outgoings, payments or other expenditure of any nature and, where appropriate, includes reasonable fees and disbursements payable to contractors, consultants, accountants and lawyers on a solicitor and own client basis;
- (h) **Improvements:**
 - (i) any addition or alteration to the Common Property or any Body Corporate Asset; or
 - (ii) the installation of any fixtures, equipment, appliances or other apparatus on the Common Property;
- (i) **Invitees:** any tenant, guest, visitor, licensee or agent of an Owner or an Occupier who may be on a Lot or the Common Property with or without invitation;
- (j) **Lot:** a lot in the Scheme and includes where the context requires areas of Common Property over which the Owner of the Lot has rights of exclusive use;
- (k) **Occupier:** any occupier of a Lot or part of a Lot and includes the Owner, even if the Owner is not in actual occupation of the Lot;
- (l) **Owner:** owner as defined in Schedule 6 of the Act;
- (m) **Regulation Module:** the regulation module applicable to the Scheme;
- (n) **Requirement:** any requirement, or authorisation, of any statutory body, local authority, governmental or other authority necessary, desirable or relevant under applicable law or regulation and includes the provisions of any statute, ordinance or by-law under the Act;
- (o) **Scheme:** Avalon by Mosaic Community Titles Scheme;
- (p) **Services:** all utility services referred to or implied in the BCCM Act and includes, without limitation, gas, electricity, telephone, water, sewerage, fire prevention, ventilation, air conditioning services and security services and all other services or systems provided in the Scheme or available for any Lot;
- (q) **Service Infrastructure:** any infrastructure for the provision of Services to the Scheme or any Lot;
- (r) **Smoke:** to smoke tobacco or another substance (including by smoking cigarettes, cigars and pipes) and includes the use of e-cigarettes and vaping;
- (s) **Vehicle:** any motor car, motorcycle truck, van, bus, articulated vehicle, caravan trailer, boat trailer including any boat and any other form of transport or vehicle designed for movement upon wheels;
- (t) **Works:** structural alterations or works associated with any Services; and
- (u) **Wreck:** a Vehicle that is unregistered, inoperable or would not likely meet roadworthy standards.

2. INTERPRETATION

2.1 Reference to:

- (a) the singular includes the plural and the plural includes the singular;
- (b) a person means a person bound by these By-laws and includes a body corporate, an unincorporated association or an authority; and

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- (c) a statute, regulation or provision of a statute or regulation (Statutory Provision) includes:
- (i) that Statutory Provision as amended or re-enacted from time to time; and
 - (ii) a statute, regulation or provision enacted in replacement of that Statutory Provision.

- 2.2 Including and similar expressions are not words of limitation.
- 2.3 Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- 2.4 Headings are for convenience only and do not form part of these By-laws or affect interpretation.
- 2.5 Words and expressions defined in the Act or the Regulation Module have the same meaning in these By-laws where the context permits and except where otherwise defined.

Part B – Compliance with By-laws and Notices

3. BY-LAWS

- 3.1 All Occupiers must comply with and observe these By-laws.
- 3.2 An Owner whose Lot is the subject of a lease, licence or tenancy agreement must take all reasonable steps to ensure that any lessee, licensee or other Occupier or their Invitees comply with and observe these By-laws.
- 3.3 An Owner must give a copy of these By-laws to any Occupier of a Lot.

4. NOTICES

- 4.1 Occupiers and Invitees must comply with notices displayed on the Common Property by the Body Corporate or any statutory authority.

5. INVITEES

- 5.1 An Occupier must take all reasonable steps to ensure that the Occupier's Invitees do not behave in a way likely to interfere with the peaceful enjoyment of another Lot or the Common Property.
- 5.2 An Occupier must take all reasonable steps to ensure that Invitees do not obstruct any other persons' use of the Common Property or a lot in the Scheme.
- 5.3 An Occupier must take all reasonable steps to ensure that Invitees comply with these By-laws.

6. SEVERABILITY

- 6.1 If it is held by a court of competent jurisdiction that:
- (a) any part of these by- laws is void, voidable, unenforceable or ultra vires; or
 - (b) these by- laws would be void, voidable or ultra vires unless some part of them were severed from the remainder of them;
- then that part will be severable and severed from these by- laws but without affecting the continued operation of the remainder.

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Part C – By-laws relating to lots**7. USE OF LOTS****7.1 All Occupiers must:**

- (a) not use any Lot for a commercial purpose that is likely to carry on the same or similar business as a service contractor that is engaged or authorised by the Body Corporate (with the exception of any Lot used by a service contractor appointed or engaged by the Body Corporate);
- (b) ensure its Lot is kept free of noxious animals, rodents or other pests and must take necessary preventative action to ensure compliance with this By-law;
- (c) observe all Requirements in connection with the use of the Lots;
- (d) give prompt notice to the Body Corporate of any damage to, defect or disrepair of, the Services or Service Infrastructure;
- (e) lock all doors and fasten all windows in the Owner or Occupier's Lot when the Lot is not occupied; and
- (f) not carry on or permit any noxious or offensive act, trade, business or occupation or calling from a Lot and not cause disturbance to other persons lawfully using any Lot or Common Property.

7.2 All Occupiers must maintain their Lots in good order and condition.**8. APPEARANCE OF LOT****8.1 An Owner or Occupier must not, without the Body Corporate's written approval, make a change to the external appearance of its Lot unless the change:**

- (a) is minor;
- (b) does not detract from the amenity of the Lot and its surrounds; and
- (c) is consistent with the development approval conditions for the Scheme.

8.2 An Occupier must not, without the Body Corporate's written approval:

- (a) hang washing, bedding or other cloth article if the article is visible from another Lot or the Common Property, or from outside the Scheme land;
- (b) display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another Lot or the Common Property, or from the outside the Scheme land; or
- (c) hang, install, renovate and/or replace curtains or curtain backings visible from outside the Lot. In giving such approvals the Body Corporate will ensure so far as practicable that curtain backing used in all Lots present a uniform appearance when viewed from outside the Lots.

8.3 An approval under this By-law may be subject to such conditions relevant to maintain uniformity of the external appearance of the Scheme, such conditions include, but are not limited to:

- (a) Curtain backings or blinds must be of the following colour:
 - (i) Light grey, for curtains on windows in the river building including picture windows;
 - (ii) Dark grey or black, for blinds on picture windows in the river building;

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(iii) Dark grey or black, for windows in the street building; and

(b) Shutters must not be installed on any external facing window, e.g. any window which can be seen from outside of the Complex.

9. MAINTENANCE OF LOT

9.1 Owners and Occupiers of a Lot:

- (a) are responsible for proper maintenance and decoration of the Lot;
- (b) must maintain in good condition and repair the improvements constructed or installed on the Lot (and if necessary renew or replace all or part of them); and
- (c) must maintain the interior of the Lot in a clean condition and take all practical steps to prevent infestation by vermin or insects.

9.2 An Occupier must allow the Committee and its professional or trade advisors (if any) access to the Lot at all reasonable times after reasonable notice (of at least seven days) for inspection to check compliance with the by-laws.

9.3 An Occupier must ensure that all water taps on their Lot are properly turned off after use.

9.4 The water closets, conveniences and other water apparatus (including pipes and drains) in a Lot must not be used for a purpose other than those for which they were constructed and no sweepings, rubbish or other unsuitable substances may be deposited in them.

10. STRUCTURAL ALTERATIONS OR RENOVATIONS TO A LOT

10.1 An Owner or Occupier must not undertake any Works without first obtaining the written consent of the Committee (which must not be unreasonably withheld). In considering granting its approval for the Works, the Committee may request the following:

- (a) detailed plans of the proposed Works;
- (b) a proposed construction timetable;
- (c) details of the contractors to undertake the proposed Works (trade qualifications, experience and relevant licences); and
- (d) an engineer's certificate detailing whether the Works will affect the structural integrity of the Scheme.

10.2 In considering to give its consent to any Works to be undertaken by the Occupier, the Committee:

- (a) must act reasonably; and
- (b) may impose reasonable conditions to apply to the construction of the Works to reduce nuisance to Occupiers and protect the integrity of the Scheme.

10.3 In addition to any conditions imposed by the Committee under By-law 10.2, the Owner must ensure that the approved Works are undertaken:

- (a) at its own risk;
- (b) in a proper and workmanlike manner;
- (c) in accordance with the plans and specifications approved by the Committee;

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- (d) in accordance with all Requirements; and
- (e) without any interference to the Services or damage to the Common Property or neighbouring Lots.

10.4 An Owner must rectify to the satisfaction of the Committee at the expense of the Occupier any damage caused to the Common Property, Services or another Lot as a result of the Works.

11. ALTERATION TO FLOORING

11.1 Owners must not make alterations to the floor finish or replace the floor finish installed by the Original Owner (Works) without approval in writing of the Committee which may be given subject to conditions. Where the Committee grants consent to the installation of the Works, in addition to any other conditions the Committee may impose, the following conditions may also apply:

- (a) The Weighted Standardised Impact Sound Pressure Level (**L_{ntw}**) of the Works when completed must not be more than 50.
- (b) Following the installation of the Works, the Owner must at its cost have the **L_{ntw}** determined by a field test conducted by an accredited acoustic consultant approved by the Committee. The Owner will provide a copy of the consultant's report to the Committee within seven (7) days of receiving it.
- (c) Where the **L_{ntw}** of the completed Works is more than the level detailed in by-law 11.1(a), the Owner must, within a reasonable time and at its cost, cause the removal of the Works and/or have any necessary procedures or additional works undertaken in order for the Works to comply with the requirements in by-law 11.1(a). Following any such remedial action being taken, the provisions of by-law 11.1(b) must again be complied with by the Occupier.
- (d) Where the Works are installed and the **L_{ntw}** complies with the requirements of by-law 11.1(a) and any other conditions imposed by the Committee, the Body Corporate or its representative must notify the Body Corporate's insurers of the installation of the Works and the Occupier will be liable for any increase in the premium as a result of the installation of the Works.

12. WINDOWS

12.1 An Occupier must:

- (a) keep the windows in its Lot clean; and
- (b) promptly replace, at the Occupier's expense, any window which is broken or cracked with new glass of the same kind and weight as currently installed.

Part D – By-laws relating to the common property

13. USE OF COMMON PROPERTY

13.1 An Occupier must:

- (a) not obstruct lawful use of the Common Property by another person, and, without limitation, obstruct access to:
 - (i) the Common Property or any Body Corporate Asset; or
 - (ii) any easement giving access to a Lot or the Common Property.
- (b) not cause or allow to be caused (wilfully or by accident or omission) any damage to the Common Property or the Body Corporate Assets;

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- (c) notify the Body Corporate promptly of any damage, accident to or defect in any water pipes, gas pipes, electric installations, fixtures, fittings, furniture or equipment on the Common Property which comes to its knowledge;
- (d) only use the Common Property or any Body Corporate Asset for the purpose for which it was designed or intended;
- (e) not put or leave any rubbish, trade waste, refuse or other material on the Common Property.
- (f) comply with all directions and rules of the Body Corporate relating to conduct on the Common Property or use of any Body Corporate Asset;
- (g) observe all relevant Requirements in connection with the Common Property or Body Corporate Assets; and
- (h) not take bicycles, watercraft and the like in the lift;
- (i) not tamper with, redirect, obstruct, modify, alter or damage any part of the CCTV system installed on the Common Property without the prior written consent of the Committee.

14. IMPROVEMENTS TO COMMON PROPERTY

14.1 An Occupier must not make any Improvements, unless either:

- (a) for minor non-permanent Improvements, the Occupier has the prior written consent of the Committee;
- (b) for the installation of locking or safety device to protect its Lot against intruders, the Occupier has the prior written consent of the Committee, complies with all relevant fire regulations and the requirements of any government authority and is consistent with the development approval conditions;
- (c) for the installation of a screen to prevent entry of animals or insects, the Occupier has the prior written consent of the Committee, the screen is soundly built and is consistent with the colour, style and materials of the building; or
- (d) for all other Improvements, the Occupier has obtained consent from the Body Corporate in the form required under the BCCM Act.

14.2 In considering giving consent to an Improvement under By-law 14.1(d):

- (a) the Committee or Body Corporate may obtain advice from consultants; and
- (b) the Committee may refuse to give a motion its support at general meeting based on any commercial reasons it considers relevant (including out of pocket expenses of the Body Corporate, structural integrity of the Scheme, ongoing maintenance of Improvements and whether an exclusive use allocation should be requested).

14.3 Any Improvement made or sought to be made by an Occupier:

- (a) must be maintained and repaired by the Occupier unless the Body Corporate agrees to the contrary by resolution in general meeting; and
- (b) comply with all Requirements and generally remain and be maintained generally in accordance with the local and other authority approved documents drawings and approvals.

14.4 The Body Corporate may remove any unauthorised Improvement.

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15. DAMAGE TO COMMON PROPERTY

- 15.1 An Occupier must not, without the Body Corporate's written approval, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the Common Property or Body Corporate Assets.
- 15.2 An Occupier must not, without the Body Corporate's written approval, damage a lawn, garden, tree, shrub, plant or flower on the Common Property; or use a part of the Common Property as a garden.

16. FURNITURE REMOVAL

- 16.1 Before any furniture, piano or safe is moved into or out of any Lot, reasonable notice must be given to the Caretaker and the moving of same must be done in such manner and at such time as directed by the Caretaker. When using the lift to move such items the person using the lift must obtain from the Caretaker and utilise the lift protective curtains or other protective apparatus that the Caretaker provides for the protection of the lift.
- 16.2 An Occupier of a Lot must not access their Lot through the entry lobby for the purpose of moving in or out of the Lot or for moving any furniture or other large items into or out of the Lot unless prior consent is obtained from the Caretaker.

17. VEHICLES

- 17.1 An Occupier of a Lot must not, without the Body Corporate's written approval:
 - (a) park a Vehicle, or allow a Vehicle to stand, on the Common Property; or
 - (b) permit an Invitee 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 visitor's vehicles.
- 17.2 An approval under subsection (1) must state the period for which it is given, with the exception of designated visitor parking.
- 17.3 However, the Body Corporate may cancel the approval by giving 7 days' written notice to the occupier, with the exception of designated visitor parking.
- 17.4 Occupiers acknowledge that the Visitor Parking Areas must be used by genuine visitors only and for no more than 8 hours by a visitor in any 24-hour period without the prior approval of the Caretaker. An Occupier must not park a vehicle, or allow a vehicle, motor cycle or bicycle to stand upon Visitor Parking Areas at any time.
- 17.5 Occupiers must ensure their Invitees use Visitor Parking Areas only for its intended use of casual parking, within the rules set from time to time by the Committee.
- 17.6 Occupiers must not, and must ensure their Invitees do not park or allow any trailer, caravan, campervan, mobile home or Personal Watercraft on the Visitor Parking Areas.
- 17.7 The Committee is entitled to remove (at the relevant Occupier's expense) any vehicles parked on Common Property in breach of these by-laws by towing or other means.
- 17.8 Heavy vehicles (over 2 tonnes tare), other than authorised service vehicles, may not be brought onto the Scheme Land.
- 17.9 A vehicle may only be driven on Scheme Land by a licensed driver and only if the vehicle may be lawfully driven on a public road.
- 17.10 Vehicles parked within the Scheme must be kept clean and in roadworthy condition.

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- 17.11 An Occupier shall not undertake or allow to be undertaken any repairs or restorations to a Vehicle within the Scheme without receiving the prior written consent of the Committee (except for minor repairs such as replacing windscreen wipers).
- 17.12 An Occupier must not wash a Vehicle on Common Property including in an exclusive use area, without the Committee's consent.
- 17.13 An Occupier or their Invitee must not exceed the speed limit of 10 kph within the Scheme.

18. BICYCLES

- 18.1 An Occupier of a Lot must not, without the Committee's written approval park a bicycles, or allow a bicycle to stand on Common Property, unless the bicycle is parked in a designated bicycle parking space in accordance with the Approved Plans.
- 18.2 An Occupier of a Lot must not ride bicycles, skateboards, scooters, roller blades, roller skates or the like on the Common Property.

19. UTILITY INFRASTRUCTURE

- 19.1 The Owners acknowledge that the Body Corporate has installed on Common Property gas cylinders which provide utility services to Lots and Owners and Occupiers must not interfere, or permit interference with this utility infrastructure.

20. RECREATIONAL FACILITIES

- 20.1 The Body Corporate may make rules relating to the Common Property and in particular in relation to the swimming pool, pool dining area, sauna and /or gymnasium (the Facilities) not inconsistent with these by-laws and the same shall be observed by owners or occupiers.
- 20.2 Owners or occupiers must clean up any mess they make while they or their invitees and guests use the Facilities and remove any rubbish and personal property from the Common Property. The Body Corporate may close any of the Facilities for maintenance or similar purposes.
- 20.3 The swimming pool and sauna may only be used between the hours of 6.00 am to 9.00 pm, and owners or occupiers must ensure that:
 - (a) their invitees and guests do not use the swimming pool, sauna or surrounding areas unless they accompany them;
 - (b) children below the age of 13 years are not in or around the swimming pool, sauna or surrounding areas unless those children are accompanied by an adult owner or occupier exercising effective control over them;
 - (c) alcoholic beverages are not taken to or consumed in or around the swimming pool, sauna or surrounding areas;
 - (d) glass containers or receptacles of any type are not taken to or allowed to remain in or around the swimming pool, sauna or surrounding areas;
 - (e) they and their invitees shall exercise caution at all times and shall not run, or splash, or behave in any manner that is likely to interfere with the use and enjoyment of the swimming pool or sauna by any other persons;
 - (f) no use is made of the swimming pool, sauna and surrounding areas between the hours of 9.00 pm and 6.00 am;

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- (g) they and their invitees are appropriately dressed at all times and in particular must wear a towel whilst in the sauna; and
- (h) towels and other belongings are not hung or placed on fences or other parts of the Common Property other than any pool furniture.

20.4 The Body Corporate may implement a booking system for the pool dining area and/or sauna and regulate the hours of use. Owners and occupiers may use the pool dining area and sauna at any time if there is no prior booking.

20.5 The gymnasium may be used at any time and owners or occupiers must ensure that:

- (a) their invitees and guests do not use the gymnasium unless they accompany them;
- (b) children below the age of 13 years are not in the gymnasium unless those children are accompanied by an adult owner or occupier exercising effective control over them;
- (c) alcoholic beverages are not taken to or consumed in the gymnasium;
- (d) glass containers or receptacles of any type are not taken to or allowed to remain in the gymnasium;
- (e) they and their invitees shall exercise caution at all times and shall not behave in any manner that is likely to interfere with the use and enjoyment of the gymnasium by any other persons;
- (f) they and their invitees shall place a towel on equipment prior to use and must wipe down equipment after use; and
- (g) between the hours of 9.00 pm and 6.00 am, they do not create noise or permit noise to be created in a manner that is likely to interfere with the peaceful enjoyment of a person lawfully on another Lot, Common Property or neighbouring properties.

21. SECURITY KEYS

- 21.1 If the Committee in the exercise of any of its powers under the by-laws restricts the access of owners or occupiers to any part of the Common Property by means of any lock or similar security device, it may make such number of keys or operating systems as it determines available to owners free of charge and thereafter may at its discretion make additional number available to owners upon payment of such reasonable charge as may be determined from time to time by the Committee
- 21.2 An owner of a Lot who is given or who is in possession of any key or access code (or similar thing) pursuant to these By-laws shall exercise a high degree of caution and responsibility in making the same available for use by any occupier of a Lot and shall take reasonable precautions (which shall include an appropriate covenant in any lease or licence of a Lot to such occupier) to ensure return thereof to the owner of the Body Corporate upon the occupier ceasing to be an occupier.
- 21.3 An owner or occupier of a Lot who is issued with a key or access code (or similar thing) referred to in these by-laws shall immediately notify the Body Corporate if it is lost or misplaced. Any costs regarding the replacement or supply of additional keys shall be borne by that owner or occupier.

Part E – By-laws relating to lots and common property

22. NUISANCE

- 22.1 An Occupier must not create noise or permit noise to be created in a manner that is likely to interfere with the peaceful enjoyment of a person lawfully on another Lot, Common Property or neighbouring properties.
- 22.2 An Occupier must ensure:

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- (a) the volume of all musical instruments, radios, televisions and sound equipment played or operated by the Occupier or its Invitees in its Lot are kept at a reasonably low level at all times;
- (b) no social gathering of people occurs on within its Lot which may result in noise or the presence of such people interfering with the peaceful enjoyment of a person lawfully on another Lot, the Common Property or neighbouring properties;
- (c) no musical instrument is practised in its Lot between 10.00 pm and 8.00 am; and
- (d) any Invitee departing its Lot after 11.00 pm leaves quietly.

22.3 In the event of any unavoidable noise in a Lot, the Occupier must take all practical steps to minimise such noise or likely annoyance to other Occupiers including the closing of doors, windows and curtains in the Lot.

22.4 An Occupier must not use, or permit the use of, the Lot or the Common Property in a way that:

- (a) causes a nuisance or hazard; or
- (b) interferes unreasonably with the use or enjoyment of another Lot included in the Scheme; or
- (c) interferes unreasonably with the use or enjoyment of the Common Property by a person who is lawfully on the Common Property.

23. GARBAGE DISPOSAL

23.1 An Occupier:

- (a) may keep receptacles for the temporary storage of garbage in their Lot or on a part of the Common Property designated by the Body Corporate for the purpose, provided they are kept clean, dry and adequately covered at all times; and
- (b) must ensure that all empty bottles, boxes, used containers and similar items temporarily stored by the Occupier (before disposal) are stored:
 - (i) on the Occupier's Lot and not within any exclusive use area; and
 - (ii) so that they are not detectable (visually or by odour) from another Lot or Common Property.

23.2 must comply with all Requirements about disposal of garbage;

23.3 must ensure that the health, hygiene and comfort of other persons is not adversely affected by the disposal of the Occupier's garbage;

23.4 must use any garbage receptacle provided by the Body Corporate and separate where necessary, any garbage so that full use is made of any recycling program implemented by the local authority.

24. KEEPING OF ANIMALS

24.1 Subject to Section 181 of the BCCM Act, an Occupier is permitted to keep no more than two (2) pets within their Lot to the extent permitted by the relevant local authority Requirements, subject to the following conditions:

- (a) Prior to the animal being brought or kept on site, an Occupier must:
 - (i) obtain the Body Corporate's written approval; and
 - (ii) provide the Body Corporate with:

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- A a photo of the animal; and
- B a certification of animal's vaccination, which is to be renewed annually;

- (b) the animal does not weigh more than ten (10) kilograms;
- (c) the animal is kept within the Lot;
- (d) the animal does not cause a nuisance to nor disturb any other Lot Occupiers;
- (e) the animal is prohibited within any pool, sauna, gymnasium or other common property recreational area;
- (f) the animal is restrained when on Common Property and is carried whilst in entry lobbies, individual floor lobbies and lifts;
- (g) the animal is domesticated, kept clean, quiet and controlled at all times, whilst within the Lot and whenever on Common Property;
- (h) the animal does not defecate or run loose whilst on Common Property. The Occupier may be subject to a cleaning fee for a breach of this condition;
- (i) the animal wears an identification tag clearly showing the Occupier's address and telephone number;
- (j) any damage caused by the animal to be repaired by the Occupier at their own expense; and
- (k) have the apartment pest control sprayed for flees when required and on vacating the apartment.

24.2 If any of the conditions under this By-law are contravened, the Body Corporate or the Committee may after two warnings to the Occupier require the immediate and permanent removal of the animal from the Lot and Common Property.

25. STORAGE OF FLAMMABLE MATERIALS

- 25.1 An Occupier must not, without the Body Corporate's written approval, store a flammable substance on the Common Property.
- 25.2 An Occupier must not, without the Body Corporate's written approval, store a flammable substance on its Lot unless the substance is used or intended for use for domestic purposes.
- 25.3 An Occupier of a Lot must not use any chemicals, burning fluids, acetylene gas or alcohol in lighting or heating of the Lot or Common Property and must not do anything that may in any other way cause or increase a risk of fire or explosion.
- 25.4 However, By-law 21.1 and 21.2 do not apply to storage of fuel in:
 - (a) a fuel tank of a Vehicle, boat or internal combustion engine; or
 - (b) a tank kept on a Vehicle or boat in which fuel is stored under requirements of the law regulating the storage of flammable liquid.

26. USE OF SERVICES

- 26.1 All Occupiers must:
 - (a) observe all Requirements in the use of the Services;
 - (b) not use the Services for any purpose other than the purposes for which they were constructed;

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- (c) not overload any Services or Service Infrastructure; and
- (d) not waste water and ensure that all water taps in their Lot are turned off when not in use.

27. WRECKS

- 27.1 An Occupier of a Lot must not park, stand or allow any Wreck on the Common Property or a Lot.
- 27.2 Should an Occupier have a Wreck on their Lot, in any area of Exclusive Use or Common Property at any time, then that Occupier must remove the Wreck at their expense immediately.
- 27.3 Should an Occupier fail to remove a Wreck within seven days' notice from the Body Corporate, then the Body Corporate may remove and dispose of the Wreck.

28. AERIALS

- 28.1 An Occupier must not erect any television or radio aërials or other communication receivers on the Common Property or a Lot without the prior written consent of the Body Corporate.

29. AUCTION SALE

- 29.1 At any auction sale an Owner must compensate the Body Corporate for all damage to the Common Property caused by Invitees.
- 29.2 At any auction sale an Owner must take all reasonable steps to ensure that Invitees comply with these By- laws.

30. LETTERBOXES

- 30.1 All Occupiers must ensure any letterbox for the lot is regularly cleared.

31. SPECIAL RIGHTS

- 31.1 For so long as there is in existence agreements to provide services for the control, management and administration of the Common Property (**Caretaking Agreement**) and/ or an agreement to provide letting and ancillary services to such of the owners and occupiers of Lots who wish to avail themselves of such services (**Letting Agreement**) then:
 - (a) the Body Corporate will not itself, directly or indirectly, provide any of the services set out in the Caretaking Agreement or Letting Agreement (**Agreements**);
 - (b) the Body Corporate will not allow any person or entity other than the party to such Agreements to provide, from the Scheme Land, any of the services set out in the Agreements;
 - (c) the Body Corporate will not enter into with any other person or entity any agreement similar to the Agreements;
 - (d) The caretaker and/ or letting agent (as the case may be) 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 the Agreements provided that such signage:
 - (i) is reasonably required for the advertising of the services provided under the Agreements;
 - (ii) does not obstruct or interfere with access to or the use of Common Property or a Lot by another person;
 - (iii) is generally in keeping with the appearance of the Scheme; and

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(iv) is kept in good repair and condition.

- 31.2 the Body Corporate must not grant to any other person or entity the right to conduct any business of a similar nature to the letting business from within the Scheme Land and the Body Corporate (or any of its members individually) must not directly or indirectly conduct or attempt to conduct any business of a similar nature to the letting business from within the Scheme Land;
- 31.3 the Body Corporate must not make any part of the Common Property available to any person or entity for the purposes of conducting a letting business; and
- 31.4 the Body Corporate will continue to be responsible to carry out its duties pursuant to the Act in respect of any Common Property for which special rights have been granted pursuant to this by-law.

Part F – By-laws concerning the body corporate

32. BODY CORPORATE RIGHTS

- 32.1 The Body Corporate may take steps to ensure the security of the Lots in the Scheme and the observance of these by-laws by any Occupier including, without limitation:
- (a) restricting access to any part of the Common Property whether on a temporary or permanent basis including areas used for the location of Services and Service Infrastructure;
 - (b) allowing a designated part of the Common Property to be used by any security person firm or company;
 - (c) obtaining, installing and maintaining locks, alarms, communications systems and other security devices to Common Property, provided all members of the Body Corporate are given keys and access devices;
 - (d) installing CCTV cameras to monitor parts of the Common Property, the footage from which remains the property of the Body Corporate and the Body Corporate may:
 - (i) authorise the Caretaker to view and/or monitor the CCTV; or
 - (ii) allow an Owner access to the footage should the Owner have a valid reason for such access; or
 - (e) determining rules under which persons are given access to any part of the Common Property.
- 32.2 The Body Corporate may make repairs or renovations as it deems necessary for the safety and preservation of the Common Property, Body Corporate Assets, Services and Service Infrastructure.

33. RIGHT OF ENTRY

- 33.1 The Body Corporate may enter any Lot after seven days' written notice with workmen and other authorised persons and necessary materials and appliances to:
- (a) comply with any Requirement involving the destruction of noxious animals, rodents or other pests;
 - (b) carry out any repairs, alterations, renovations, extensions or Works in relation to any Services or Service Infrastructure; or
 - (c) to inspect and carry out work the Body Corporate is authorised or required to carry out.
- 33.2 The Body Corporate must minimise inconvenience to Occupiers and make good any damage caused by the above works.
- 33.3 Owners must ensure that they provide all required notices to any tenants to allow the above access.

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- 33.4 In case of emergency no notice will be required under By-law 29.1.
- 33.5 In exercising its rights under this By-law the Body Corporate must ensure that it causes as little inconvenience to the Occupier of the Lot as is reasonable in the circumstances.

34. RECOVERY OF COSTS

- 34.1 Where the Body Corporate incurs a Cost as a result of a breach of the BCCM Act, the Regulation Module or these by-laws by any Owner, Occupier or their Invitees, the Body Corporate will be entitled to, and the Committee may, in its absolute discretion:
- (a) seek an order of an adjudicator under the BCCM Act requiring the Owner who committed the breach, or who is responsible for the breach (if the breach was committed by an Occupier or an Invitee of the Occupier), to pay the Costs of the Body Corporate; and
 - (b) seek to recover its Costs as a debt in an action in any court of competent jurisdiction from the Owner who committed the breach or who is responsible for the breach (if the breach was committed by their Occupier or an Invitee of the Occupier).

35. FIRE SAFETY

- 35.1 The Body Corporate must co-ordinate and Owners and Occupiers must participate in any emergency evacuation drills and safety equipment briefings required by legislation or by a building insurer.

36. COMMITTEE CONSENT

- 36.1 Any approval given by the Committee must not contravene any local authority Requirements.
- 36.2 The Committee may cancel an approval by giving seven (7) days' written notice.

Part G – By-Laws concerning the original owner

37. DISPLAY AND SALE OF LOTS

- 37.1 The original owner, its agents and any person authorised by it may:
- (a) use any lot in the Scheme owned by one or more of them (**Original Owners Lot**) as a display and sales lot;
 - (b) place any signs and other advertising and display material in and about any Original Owners Lots and about the Common Property; and
 - (c) alone or together, pass over the Common Property to gain access to and egress from any Original Owners Lots.

Part H – Exclusive Use By-Laws

38. EXCLUSIVE USE

- 38.1 The Owner of each Lot in Schedule E is granted the exclusive use and enjoyment of those areas of Common Property as allocated, and for the purposes specified, in Schedule E and identified in the attached exclusive use plans on the following conditions:

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- (a) except as otherwise provided for in by-law 38.1(f), the Owner is responsible for the maintenance of, and operating costs for, its exclusive use area including any improvements installed on the exclusive use area and keeping it in a clean and tidy condition;
- (b) the Owner must allow the Body Corporate and the Caretaker appointed by the Body Corporate access at all times to the exclusive use area to enable:
 - (i) the performance of the Body Corporate's powers and duties to the extent that access over any exclusive use area is required (for example, maintaining other areas of Common Property);
 - (ii) inspection and maintenance (for example if the Owner defaults in maintaining the exclusive use area);
- (c) the Owner must not litter or deposit rubbish on the exclusive use area;
- (d) the Owner must not store any hazardous substance on exclusive use area; and
- (e) the Owner must not use the exclusive use area in any way that may create a nuisance to any other person on Scheme Land.
- (f) where the grant of an exclusive use area is made jointly to more than 1 lot, the Owners of those Lots appoint the Caretaker to manage the use of the joint space including implementing a booking system for functions, and imposing reasonable rules and cleaning fees or deposits agreed to by a majority of such owners and the Body Corporate is responsible for the maintenance of, and operating costs of those areas.

38.2 The Original Owner may, in its absolute discretion but in accordance with the Act and the Regulation Module, make allocations of Common Property to the exclusive use of one or more Owners. Allocations made by the Original Owner:

- (a) must describe the part of the Common Property being allocated;
- (b) designate the purpose for which the exclusive use area is allocated; and
- (c) are taken to be on the same terms as detailed in By-law 38.1 above.

39. EXCLUSIVE USE CAR SPACE AND MOTORBIKE SPACE

39.1 An Owner or Occupier who has the exclusive use of an area or areas identified in Schedule E as a Car Space or Motorbike Space:

- (a) may only use the Car Space or Motorbike Space for parking:
 - (i) a motor vehicle or motorbike which is in a roadworthy condition; and
 - (ii) a caravan, campervan, mobile home or trailer (provided however the caravan, campervan, mobile home or trailer must not exceed the size of the relevant space); or
 - (iii) a Personal Watercraft;
- (b) subject to by-law 39.1(c), must not use the Car Space or Motorbike Space for storage except with the prior written approval of the Body Corporate; and
- (c) may store bicycles or Personal Watercraft in a Car Space if the item is stored using appropriate and well maintained racking and/or hooks and such storage does not affect any services to the building or cause a nuisance to any other Owner or Occupier.

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40. EXCLUSIVE USE WATERCRAFT STORAGE SPACE

An Owner or Occupier who has the exclusive use of an area or areas identified in Schedule E as Watercraft Storage may only use the Storage Space for storing watercraft and associated equipment.

41. EXCLUSIVE USE STORAGE SPACE

An Owner or Occupier who has the exclusive use of an area or areas identified in Schedule E as Storage may only use the Storage Space for storing domestic household effects.

42. EXCLUSIVE USE GAS BOTTLE STORAGE AREA

42.1 An Owner or Occupier who has the exclusive use of an area or areas identified in Schedule E as Gas Bottle Storage Area may only use the Gas Bottle Storage Area for storing domestic gas bottles.

42.2 Owners and Occupiers who have the exclusive use of a Gas Bottle Storage Area acknowledge that access to this area is also granted to the retail lot pursuant to the building management statement which the Scheme

43. EXCLUSIVE USE PRIVATE ARCADE

An Owner or Occupier who has the exclusive use of an area or areas identified in Schedule E as Private Arcade may only use the Private Arcade for ingress to and egress from their Lot.

44. EXCLUSIVE USE LOBBY

An Owner or Occupier who has the exclusive use of an area or areas identified in Schedule E as a Lobby may only use the Lobby for ingress to and egress from their Lot.

45. EXCLUSIVE USE COURTYARD

45.1 An Owner or Occupier who has the exclusive use of an area or areas identified in Schedule E as Courtyard:

- (a) may only use the Courtyard area as a garden or courtyard;
- (b) must maintain any gardens or plants in the Courtyard to a good standard and in any event no lesser standard than the balance of Common Property which has not been allocated as Courtyard; and
- (c) must ensure any trees, plants or shrubs are grown to a height of no more than 2 metres or in such a way as to negatively impact on the view from any other Lot. In the event that the Courtyard is not maintained to a standard that the Committee considers appropriate, the Committee may, at its discretion, engage the service contractor to undertake those duties at the expense of the Owner or Occupier.

46. EXCLUSIVE USE JETTY

46.1 An Owner or Occupier who has the exclusive use of an area or areas identified in Schedule E as Jetty must:

- (a) use the Jetty for loading and unloading of passengers only;
- (b) not fish from the Jetty, or allow any Invitee to fish from the Jetty;
- (c) cause or allow any obstruction to the access of other Owners or Occupiers or their passengers, guests, employees or agents to or from their respective vessels;
- (d) allow any refuse, garbage, metal objects or plastic containers or other items to go overboard or be left on walks or gang ways located on or around the Jetty; and

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- (e) not allow any servicing or maintenance of a vessel while the vessel is moored at the Jetty, unless such servicing or maintenance is required so the vessel can leave the Jetty.
- 46.2 Owners and Occupiers who have the exclusive use of the Jetty marked "J1" on the attached exclusive use plan may only use the Jetty between the hours of 5.00 am to 7.00 pm.
- 46.3 Despite by-law 46.1(a), the Owner or Occupier who has the exclusive use of the Jetty marked "J2" may allow a vessel to be moored at the Jetty, but for no more than 15 minutes consecutively and not more than once every 2 hours.
- 46.4 Despite by-law 46.1(a), the Owner or Occupier who has the exclusive use of the Jetty marked "J3" and "J4" on the attached exclusive use plan may permanently moor a vessel at that Jetty provided the Owner or Occupier:
 - (a) maintains the vessel in a sound, safe and watertight condition and does not sink (or permit to be sunk) or abandon the vessel at the Jetty;
 - (b) takes all necessary precautions against the outbreak of fire in or around the vessel and the Jetty;
 - (c) maintains the Jetty in good repair and condition, except for any fair wear and tear;
 - (d) maintains the vessel and the Jetty in a clean and tidy condition and takes all necessary precautions to keep the waters in and around the Jetty as clean as possible;
 - (e) take all necessary precautions to ensure that the vessel and the Jetty are free from debris and polluting substances of any kind;
 - (f) insures and maintains insurance appropriate for the vessel.
- 46.5 The Owner who has the exclusive use of the Jetty marked "J3" and "J4" on the attached exclusive use plan must indemnify and keep indemnified the Body Corporate against any claim, action, damage, loss, liability, cost or expense which the Body Corporate incurs or is liable in connection with a breach of by-law 46.2.
- 46.6 An Owner or Occupier with the right to use the Jetty under this By-law 46 may only moor a vessel with the approval of the Committee which approval must not be unreasonably withheld. Such approval may be withdrawn by the Committee acting reasonably. When deciding whether or not to grant such approval or withdraw such approval the Committee is entitled to have regard to any visual or acoustic impacts the vessel may have and the suitability for mooring or continued mooring so that vessels with large masts, noisy riggings, noisy motors or bilge pumps or otherwise likely to create a nuisance or detrimentally impact the amenity of Occupiers or the Scheme are not moored at the Jetty. Where an approval under this by-law is withdrawn, the Owner or Occupier must immediately remove the vessel from the Jetty.

Part I – Development approval conditions

- 47. Owners must ensure that any outdoor clothes drying facility is screened from public view by the use of fixed or operable screens incorporated into the building design.
- 48. Balconies facing the north-west side boundary must be constructed with tracking along the balcony edge to enable operable privacy screens to be added. The privacy screens must be installed should future development proceed on the property to the north-west and within 9 metres of the building.
- 49. As required under the development approval conditions, the flood emergency preparedness and management plan endorsed by the Sunshine Coast Council is annexed to this statement.
- 50. As required under the development approval conditions, the operations and maintenance manual for both the StormFilter and Enviropod are annexed to this statement and includes the full cost of maintaining the system in accordance with the manual including replacement of the StormFilter Cartridges.

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51. SMOKING

51.1 An Occupier must not Smoke:

- (a) within any enclosed Common Property;
- (b) within any Common Property that includes recreational facilities;
- (c) within 4 metres of any entrance to Scheme Land; or
- (d) in a Lot (including on a balcony) in any manner that:
 - (i) interferes unreasonably with the use or enjoyment of another Lot included in the Scheme; or
 - (ii) interferes unreasonably with the use or enjoyment of the Common Property by a person who is lawfully on the Common Property; or
 - (iii) causes a nuisance or hazard.

SCHEULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
STATUTORY EASEMENT MATRIX

Lots on Plan or Common Property	Statutory Easement
Common Property	Support, shelter and services
Lots 1001 & 1002 on SP306118	Support, shelter and services
Lots 1101 to 1103 on SP306118	Support, shelter and services
Lots 1201 & 1202 on SP306118	Support, shelter and services
Lots 1301 & 1302 on SP306118	Support, shelter and services
Lots 1401 & 1402 on SP306118	Support, shelter and services
Lots 1501 & 1502 on SP306118	Support, shelter and services
Lots 1601 & 1701 on SP306118	Support, shelter and services
Lots 2102 to 2104 on SP306118	Support, shelter and services
Lots 2115 to 2117 on SP306118	Support, shelter and services
Lots 2201 to 2204 on SP306118	Support, shelter and services
Lots 2209 to 2217 on SP306118	Support, shelter and services
Lots 2301 to 2304 on SP306118	Support, shelter and services
Lots 2309 to 2317 on SP306118	Support, shelter and services
Lots 2401 to 2404 on SP306118	Support, shelter and services
Lots 2409 to 2417 on SP306118	Support, shelter and services
Lots 2501 to 2511 on SP306118	Support, shelter and services
Lots 2601 to 2611 on SP306118	Support, shelter and services
Lot 2701 to 2711 on SP306118	Support, shelter and services

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AVALON BY MOSAIC CTS 54358

BALANCE SHEET
AS AT 28 FEBRUARY 2025

	ACTUAL 28/02/2025	ACTUAL 29/02/2024
OWNERS FUNDS		
Administrative Fund	95,103.27	73,779.17
Sinking Fund	315,480.92	228,795.36
Lift 1 & Lobby Fund	6,289.05	10,811.58
Lift 2 & Lobby Fund	6,082.13	9,068.80
Riverfront Bld Fund	9,995.83	9,495.81
TOTAL	\$ 432,951.20	\$ 331,950.72

THESE FUNDS ARE REPRESENTED BY

CURRENT ASSETS		
Cash At Bank	216,985.31	86,248.69
Investment - Macquarie 1	100,000.00	100,000.00
Investment - Macquarie 2	150,000.00	150,000.00
Investment - Macquarie 3	100,000.00	100,000.00
Investment - Macquarie 4	50,000.00	0.00
Accrued Interest	4,067.12	2,183.42
Levies Billed - Not Yet Due	209,274.57	199,761.29
Levies Rec'd - Not Yet Billed	12,408.83	13,352.05
Levies In Arrears	4,062.24	5,624.43
Other Arrears	479.81	6,041.63
Sundry Debtors	1,319.60	0.00
Prepayments	14,766.41	14,693.46
TOTAL ASSETS	863,363.89	677,904.97

LIABILITIES		
G S T Clearing Account	10,116.87	7,254.55
Arrears Clearing Account	154.00	0.00
Provision For Income Tax	740.24	1,672.77
Creditors	9,446.70	11,036.54
Sundry Creditors	21,792.87	5,038.87
Accrued Expenses	8,276.26	8,407.91
Levies Billed - Not Yet Due	190,249.61	181,601.17
Levies Rec'd - Not Yet Billed	11,280.79	12,138.24
All Levies Rec'd In Advance	162,045.60	106,682.19
Other Payments In Advance	16,309.75	12,122.01

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BALANCE SHEET
AS AT 28 FEBRUARY 2025

	ACTUAL 28/02/2025	ACTUAL 29/02/2024
<u>TOTAL LIABILITIES</u>	430,412.69	345,954.25
<u>NET ASSETS</u>	<u>\$ 432,951.20</u>	<u>\$ 331,950.72</u>

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AVALON BY MOSAIC CTS 54358

STATEMENT OF INCOME AND EXPENDITURE
FOR THE PERIOD 01 MARCH 2024 TO 28 FEBRUARY 2025

	ACTUAL 01/03/24-28/02/25	ACTUAL 01/03/23-29/02/24	BUDGET 01/03/24-28/02/25
<u>ADMINISTRATIVE FUND</u>			
<u>INCOME</u>			
Levies - Administrative Fund	589,644.16	563,639.19	589,644.00
Levies - Insurance	63,191.92	67,611.76	63,194.00
Interest Received	1,757.67	0.00	0.00
<u>TOTAL ADMIN. FUND INCOME</u>	654,593.75	631,250.95	652,838.00
<u>EXPENDITURE - ADMIN. FUND</u>			
<u>AIRCONDITIONING</u>			
A/C - Contract	6,332.29	7,511.47	8,000.00
A/C - Repairs	1,492.72	1,086.35	2,000.00
<u>BANK CHARGES</u>			
Transaction Fees	51.24	8.95	10.00
<u>BODY CORPORATE MANAGEMENT</u>			
Audit Assistance Fee	1,023.00	1,767.00	1,000.00
Secretarial Fees Bms	3,453.35	3,301.55	3,466.00
Business Activity Statements	1,060.00	1,052.50	1,080.00
Disbursements	6,901.47	9,359.29	11,000.00
Secretarial Fees Additional	4,594.25	4,478.25	6,000.00
Secretarial Fees	14,453.80	13,815.98	14,507.00
Disbursements - Additional	107.35	929.98	1,000.00
<u>CARETAKER</u>			
Caretaker	201,791.59	193,152.89	201,343.00
Caretaker - Concierge	116,655.57	111,661.67	116,396.00
<u>CLEANING</u>			
Cleaning - General	18,657.24	11,075.00	15,000.00
Cleaning - Building	14,363.64	0.00	15,800.00
Cleaning - Carpets	2,268.18	2,454.55	3,000.00
Cleaning - Materials	4,092.11	3,138.72	3,500.00
Cleaning - Sanitary Services	546.00	546.00	600.00
Cleaning - Windows	13,843.64	7,880.00	14,014.00
Cleaning - Other	0.00	0.00	600.00
Cleaning - Carparks	5,500.00	0.00	0.00
<u>COMMUNITY POWER</u>			
Electricity	61,531.07	70,858.36	72,000.00

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STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MARCH 2024 TO 28 FEBRUARY 2025

	ACTUAL	ACTUAL	BUDGET
	01/03/24-28/02/25	01/03/23-29/02/24	01/03/24-28/02/25
Electricity - Reimbursement	0.00	(4,478.56)	0.00
CONTRIBUTIONS			
Contributions - Bms	(9,356.00)	(8,975.00)	(9,356.00)
Contributions - Bms Insurance	(15,115.00)	(14,500.00)	(15,115.00)
COUNCIL FEES			
Backflow Registration	1,976.00	1,757.01	1,900.00
Council Extra Garbage	0.00	0.00	150.00
FIRE CONTROL			
Fire - Contract	6,782.60	9,996.58	11,000.00
Fire - Evacuation Plan	262.50	250.00	0.00
Fire - Repairs & Maintenance	2,138.00	3,977.40	4,000.00
Fire - False Alarms	0.00	0.00	1,450.00
Fire - Qfes Monitoring	2,761.16	2,903.79	3,300.00
Fire - Training	420.00	400.00	0.00
Fire Safety Advisor	525.00	500.00	0.00
Fire - Evacuation Practice	420.00	400.00	0.00
Fire - Occupier's Statement	210.00	200.00	0.00
Certificate Of Classification	0.00	0.00	3,850.00
Fire - Annual Audit	949.77	904.55	2,800.00
GAS			
Gas	2,017.79	1,110.85	1,200.00
GENERAL EXPENSES			
Contingency	0.00	0.00	10,000.00
INSURANCE			
Insurance	58,578.75	61,318.23	58,252.00
Insurance - Stamp Duty	4,974.87	5,252.96	4,942.00
LICENCES & FEES			
Water Rates - No Gst	5,205.67	11,194.51	12,000.00
LIFT EXPENSES			
Lift - Contract	11,184.60	10,666.42	11,200.00
Lift - Repairs & Maintenance	920.00	0.00	1,000.00
Lift - Registration Fee	881.35	858.90	0.00
Lift - Telephone Fee	1,647.24	1,556.74	1,654.00
Lift - Other	0.00	0.00	1,000.00
PEST CONTROL			

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STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MARCH 2024 TO 28 FEBRUARY 2025

	ACTUAL	ACTUAL	BUDGET
	01/03/24-28/02/25	01/03/23-29/02/24	01/03/24-28/02/25
Pest Control	1,180.00	1,882.27	2,000.00
<u>POOL EXPENDITURE</u>			
Pool - Chemicals	4,608.53	3,922.37	4,500.00
Pool - Repairs & Maintenance	1,370.91	402.50	500.00
Pool - Servicing	(1,209.10)	1,209.09	1,300.00
Pool Safety Inspections	194.93	203.73	275.00
<u>PROFESSIONAL FEES</u>			
Audit Fees	1,600.00	2,710.00	2,845.00
Consultancy Fees	5,415.00	0.00	3,000.00
Legal Fees	298.20	3,535.80	3,500.00
Prep Of Income Tax Return	220.00	220.00	230.00
Sinking Fund Forecast	0.00	2,000.00	0.00
Work Place Health & Safety	1,044.32	995.45	1,045.00
Debt Recovery	285.00	25.00	0.00
Anchor Point Testing	0.00	0.00	3,600.00
<u>REPAIRS & MAINTENANCE</u>			
R & M - Building	15,547.95	9,108.88	12,000.00
R & M - Equipment Hire	3,780.92	3,691.92	4,000.00
R & M - Gardens & Grounds	5,215.08	4,534.15	6,000.00
R & M - Electrical	12,515.52	7,125.26	9,000.00
R & M - Plant & Equipment	3,014.81	7,526.85	3,500.00
R & M - Plumbing	1,010.81	6,506.52	7,000.00
R & M - Pumps	7,414.85	2,932.14	6,000.00
R & M - Security System	3,355.00	1,875.00	3,000.00
R & M - Garden & Maint. Cntrt	9,195.86	11,206.77	12,000.00
R & M - Recreational Equipment	0.00	439.70	500.00
R & M - Painting	0.00	2,473.00	0.00
<u>SECURITY</u>			
Security	1,108.25	1,320.00	1,500.00
<u>YEAR END ADJUSTMENTS</u>			
Use Of Prior Year Surplus	0.00	0.00	(30,000.00)
<u>TOTAL ADMIN. EXPENDITURE</u>	633,269.65	605,219.29	652,838.00
<u>SURPLUS / DEFICIT</u>	\$ 21,324.10	\$ 26,031.66	\$ 0.00
Opening Admin. Balance	73,779.17	47,747.51	73,779.17
<u>ADMINISTRATIVE FUND BALANCE</u>	\$ 95,103.27	\$ 73,779.17	\$ 73,779.17

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AVALON BY MOSAIC CTS 54358

STATEMENT OF INCOME AND EXPENDITURE
FOR THE PERIOD 01 MARCH 2024 TO 28 FEBRUARY 2025

	ACTUAL 01/03/24-28/02/25	ACTUAL 01/03/23-29/02/24	BUDGET 01/03/24-28/02/25
<u>SINKING FUND</u>			
<u>INCOME</u>			
Levies - Sinking Fund	99,999.46	90,000.03	100,000.00
Interest Income	12,018.04	8,603.71	0.00
Interest Receivable	1,883.70	580.68	0.00
<u>TOTAL SINKING FUND INCOME</u>	113,901.20	99,184.42	100,000.00
<u>EXPENDITURE - SINKING FUND</u>			
Airconditioners	0.00	2,853.76	0.00
Building Repairs	11,665.64	0.00	6,178.00
S/Fund - Lock Replacement	0.00	0.00	2,500.00
Consultancy - Professional	0.00	3,812.50	4,500.00
Electrical	4,055.00	2,127.90	5,000.00
Electrical - Replacements	0.00	4,211.34	4,200.00
Fire Doors	0.00	0.00	35,700.00
Income Tax	1,920.00	1,934.09	1,934.00
Payg Instalments	700.00	0.00	0.00
Line Marking	0.00	1,695.00	1,000.00
Painting - Interior	0.00	0.00	3,000.00
Pool Parts	0.00	1,621.36	2,000.00
Plumbing Work	0.00	6,366.05	6,700.00
Security System	4,715.00	0.00	3,500.00
Umbrellas	4,160.00	0.00	0.00
<u>TOTAL SINK. FUND EXPENDITURE</u>	27,215.64	24,622.00	76,212.00
<u>SURPLUS / DEFICIT</u>	\$ 86,685.56	\$ 74,562.42	\$ 23,788.00
Opening Sinking Fund Balance	228,795.36	154,232.94	228,795.36
<u>SINKING FUND BALANCE</u>	\$ 315,480.92	\$ 228,795.36	\$ 252,583.36

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AVALON BY MOSAIC CTS 54358

STATEMENT OF INCOME AND EXPENDITURE
FOR THE PERIOD 01 MARCH 2024 TO 28 FEBRUARY 2025

	ACTUAL	ACTUAL	BUDGET
	01/03/24-28/02/25	01/03/23-29/02/24	01/03/24-28/02/25
<u>LIFT 1 & LOBBY EXCLUSIVE USE</u>			
<u>INCOME</u>			
Lift 1 & Lobby Levies	4,130.02	3,350.03	4,130.00
<u>TOTAL INCOME</u>	4,130.02	3,350.03	4,130.00
Lift - Contract	5,252.40	5,004.24	5,255.00
Lift - Repairs & Maintenance	0.00	0.00	425.00
Lift - Registration Fee	440.67	429.46	500.00
Lift - Telephone Fee	823.62	778.37	850.00
R & M - Generator	2,135.86	0.00	2,400.00
Use Of Prior Year Surplus	0.00	0.00	(5,300.00)
<u>TOTAL EXPENDITURE</u>	8,652.55	6,212.07	4,130.00
<u>SURPLUS/DEFICIT</u>	\$ (4,522.53)	\$ (2,862.04)	\$ 0.00
Opening Balance	10,811.58	13,673.62	10,811.58
<u>CUSTOM 1 FUND BALANCE</u>	\$ 6,289.05	\$ 10,811.58	\$ 10,811.58

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AVALON BY MOSAIC CTS 54358

STATEMENT OF INCOME AND EXPENDITURE
FOR THE PERIOD 01 MARCH 2024 TO 28 FEBRUARY 2025

	ACTUAL	ACTUAL	BUDGET
	01/03/24-28/02/25	01/03/23-29/02/24	01/03/24-28/02/25
<u>LIFT 2 & LOBBY EXCLUSIVE USE</u>			
<u>INCOME</u>			
Lift 2 & Lobby Levies	3,530.02	1,350.07	3,530.00
<u>TOTAL INCOME</u>	3,530.02	1,350.07	3,530.00
Lift - Contract	5,252.40	5,004.24	5,255.00
Lift - Repairs & Maintenance	0.00	0.00	425.00
Lift - Registration Fee	440.67	429.46	500.00
Lift - Telephone Fee	823.62	778.37	850.00
Use Of Prior Year Surplus	0.00	0.00	(3,500.00)
<u>TOTAL EXPENDITURE</u>	6,516.69	6,212.07	3,530.00
<u>SURPLUS/DEFICIT</u>	\$ (2,986.67)	\$ (4,862.00)	\$ 0.00
Opening Balance	9,068.80	13,930.80	9,068.80
<u>CUSTOM 2 FUND BALANCE</u>	\$ 6,082.13	\$ 9,068.80	\$ 9,068.80

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AVALON BY MOSAIC CTS 54358

STATEMENT OF INCOME AND EXPENDITURE
FOR THE PERIOD 01 MARCH 2024 TO 28 FEBRUARY 2025

	ACTUAL	ACTUAL	BUDGET
	01/03/24-28/02/25	01/03/23-29/02/24	01/03/24-28/02/25
<u>RIVERFRONT BLD LOBBY & JETTY</u>			
<u>INCOME</u>			
Riverside Bld Lobby & Jetty	500.02	500.00	500.00
<u>TOTAL INCOME</u>	500.02	500.00	500.00
 R & M - Building	 0.00	 0.00	 500.00
<u>TOTAL EXPENDITURE</u>	0.00	0.00	500.00
 <u>SURPLUS/DEFICIT</u>	 \$ 500.02	 \$ 500.00	 \$ 0.00
 Opening Balance	 9,495.81	 8,995.81	 9,495.81
<u>CUSTOM 3 FUND BALANCE</u>	\$ 9,995.83	\$ 9,495.81	\$ 9,495.81

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TAX INVOICE
ABN 32 424 948 076

NOTICE OF CONTRIBUTIONS

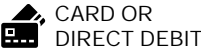
Katherine Isoardi
Mosaic Property Group
PO Box 2075
FORTITUDE VALLEY QLD 4006

Date of Notice	17 April 2025
A/c No	2204
Share No	2204
Unit No	2204

Account	Period	Due Date	Amount	Discount	If paid by	Net Amount
Administrative Fund	01/06/25 to 31/08/25	01/06/25	1,767.29	0.00		1,767.29
Sinking Fund	01/06/25 to 31/08/25	01/06/25	299.72	0.00		299.72
Insurance Fund	01/06/25 to 31/08/25	01/06/25	187.70	0.00		187.70
Totals (Levies include GST)			2,254.71	0.00		\$2,254.71
GST component on levies of \$2,049.74 is \$204.97						
AMOUNT PAYABLE: \$2,254.71						
Please make your cheque payable to The body corporate for, AVALON BY MOSAIC CTS 54358						
Teller stamp and initials						Amount Paid
						\$
						Date Paid
						/ /



ARCHERS BODY CORPORATE M'MENT



DEFT Reference Number:
244827002 1000 0022 048



Billers Code: 96503
Ref: 244827002 1000 0022 048

Lot 2204/ Unit 2204
Avalon By Mosaic

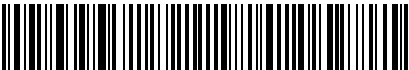
Visit www.deft.com.au to pay by card or direct debit.
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Internet & Telephone Banking - BPAY
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Pay in-store at Australia Post by cheque or EFTPOS
All cheques must be made payable to:
BODY CORPORATE FOR AVALON BY MOSAIC CTS 54358



*496 244827002 10000022048

TOTAL AMOUNT DUE
DUE DATE 01/06/25

\$2,254.71



Katherine Isoardi
PO Box 1800
Toowong Qld 4066

abcm.com.au

Committee Meeting Minutes

*Actively
engaging
communities*

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PO Box 2193
Townsville
QLD 4810

CAIRNS
P: 07 4045 7400
PO Box 2676
Cairns
QLD 4870

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AVALON BY MOSAIC CTS 54358

Committee Meeting minutes

Date Tuesday, 19 September 2023
Time 12:30 PM
Location Level 1, 35 Dalton Drive, Maroochydore, QLD, 4558

Attendance

Name	Position
Ross Walker	Chairperson/Treasurer
Melanie Hardman- via phone	Secretary
Glen Brown - via teams	Committee Member
Sally Hart	Committee Member
Tanya McShane	Committee Member
Sonja Walters	Committee Member
Lisa Lange	Mosaic Caretaking (MC)
Vivienne Hooper	Body Corporate Manager - Archers (BCM)

Chairperson Ross Walker.

The Chairperson declared a quorum was achieved and opened the meeting at 12.36 PM.

1. Confirmation of Previous Minutes

RESOLVED that the minutes of the previous Committee Meetings held on 16 February 2023, 27 April 2023 and 8 June 2023 be confirmed as a true record of those meetings.

6 Yes **0 No** **0 Abstain**
Motion CARRIED.

2. Caretaker's report

The Caretaking Report issued by Mosaic Caretaking was tabled and discussed. Lisa Lange advised this report while it was in its new format it remains a work in progress until it is updated to the correct information.

The Chairperson tabled a commentary on the Caretaking report and the meeting worked from his commentary and discussed the following items. The case numbers refer to the reference numbers contained within the Caretaking report.

Repairs and Maintenance items – all action items to be completed by MC unless as stated.

Case 160 – Main entrance door repairs required

While Mosaic Caretaking advised the door is presently operational, the door appears to be catching on the frame as its closing. Mosaic Caretaking advised the original contractor was KK Contracting who are not responding to their requests to attend and repair. Mosaic Caretaking was instructed to follow up with KK Contracting as the door to the back area is also not locking properly and requires repairs.

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Case 149 – Carpark Oil spot stains

The Chairperson advised the tenant of Lot 2316 had returned his vehicle to the car space and oil was now again leaking onto the car space. Archers was to instruct Ray White Maroochydore to inform the tenant to remove his vehicle from the property until the leak is rectified. Once rectified it may be returned.

Subject of Oil Spills Generally

Several bad oil spots were noticed in a recent walk around with Mosaic Caretaking and the Chairperson and Mosaic Caretaking is to arrange for these to be removed by the occupant as soon as practicable particularly as most of these were Mosaic Property Management tenants. Lots 1102 and 2314 were identified as requiring immediate oil removal.

Photos of oil spills in Lot 1102 were tabled and presented to MC for action as this matter had been raised several weeks earlier with the Concierge.

It was also noted the next car park wash is due in February 2024 and minor oil stains would be dealt with at that time.

The Body Corporate Manager was requested to forward to Mosaic Caretaking the letter issued to the agent for Lot 2316 for MPM to use in respect of their tenants. The Committee advised that all vehicles that are found to be leaking are to be removed from the property until rectified.

Action: MC and BCM

Case 148 – Bike storage station and rack

It was agreed for common property portable bike stands to be installed in appropriate locations. Mosaic Caretaking was instructed to obtain a quote for consideration.

Case 108 – B2 Arbour blocked stormwater drain

It was noted B2 Arbour has a blocked storm water drain affecting Lot 1705 parking area. It was also noted B1 had small down pipes into the stormwater which during heavy rain floods beside Lots 1202 and 1302 parking spaces. Mosaic Caretaking was instructed to have a Plumber investigate both blockages.

Case 70 – Breezeway – Garden Lights continuously blowing/shorting

Mosaic Caretaking was instructed to check with Mosaic Construction to see whether this should be a construction cost to rectify.

Case 68 – Broken Tile main corridor

Mosaic Caretaking is to arrange for the repair as soon as possible.

Case 42 – Rust Treatment on Azure Generator Frame

The Committee noted Mosaic Caretaking is to obtain a quote for a replacement galvanised frame rather than rust treatment of existing badly corroded frame. The Chairperson has also written to Mosaic requesting details of the original specification ordered by Mosaic for the chassis.

Case 20 – Anchor Points for garden access

Mosaic Caretaking was requested to check its records as the Committee considered this item had been completed earlier in the year.

Case 69 – Pool Depth indicators

The Committee noted this item had already been approved to proceed as a matter of urgency.

Case 61 – Fire Door rectifications

The Chairperson advised the meeting the Fire Door inspector will be in attendance this Friday (22/9/23) and all units with affected doors have been notified earlier today. A body corporate representative will also be in attendance.

Case 19 – Techno Gym service contract

The Chairperson confirmed a contract has been in place since early 2023. The Body Corporate Manager will forward a copy of the contract to Mosaic Caretaking for their records.

Action: BCM

Case 62 – Driveway entrance – speed hump installation

RESOLVED the committee does not want another speed hump at the entrance and considers there is sufficient signage.

6 Yes 0 No 0 Abstain
Motion CARRIED.

Water leaks

The Committee noted that the 4th floor planter box has been rectified but wants to be advised of any future water leaks found by Mosaic Caretaking.

Other Matters

- Staffing roster – Lisa Lange advised that various new staff will be carrying out some of the Caretaking duties so residents may notice new faces.
- Power usage by Mosaic Commercial – calculations completed and reimbursement to the body corporate is soon to be processed.
- Water usage by Mosaic Commercial – It was noted that the Body Corporate has inadvertently been paying for all commercial water usage since occupancy commenced in April 2021. The water metres from the Café, Wellness Centre and Mosaic Commercial had not been separated from the Body Corporate from a Unitywater perspective. The Committee is seeking MC to separate the water metres and accounts moving forward and to reimburse the Body Corporate for water used by the commercial entities.
- Smoking flyer issued to residents – Mosaic Caretaking will forward the issued circular to the Chairperson to amend as it was not considered the wording was strong enough in regard to the nuisance and hazard smoking on balconies is causing to other residents.
- Music – noise disturbance on driveway entry- Mosaic Caretaking was requested to review the CCTV footage to identify the residents involved.
- Visitor Car parking solution – The Chairperson advised this solution was almost ready to test soon. It was also noted that the visitor car parks are mainly full of tenants within the building most of the time. Residents are not permitted to use the visitor parking spaces at any time.

Action: Chairperson

2.1 Update: WHS report recommended actions

Mosaic Caretaking confirmed these actions had all been completed with the exception of the Pool depth signage.

Action: MC

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2.2 Update: Fire Safety Compliance recommended actions

Mosaic Caretaking confirmed these actions had all been completed.

3. Business arising

3.1 Port City Air conditioning refund received

This was noted and accepted.

3.2 Update: HUM Energy transfer

This was noted as completed and effective from 1 July 2023. The Chairperson advised the meeting the invoice received from HUM Energy was 25% less than the previous provider.

3.3 Solar options to investigate

The Chairperson advised this item was still to be investigated through HUM Energy.

3.4 Defects report status

The Chairperson confirmed this remained ongoing with frequent inspections by Kate Broadbent of ASQ and that Kate was working directly with Mosaic.

4. Correspondence

4.1 Email queries from Lot owner 1601

The queries raised by the lot owner were read to the meeting. It was noted that the minutes contain most of the answers to those queries. The Body Corporate Manager was instructed to respond to the lot owner accordingly.

Pest control was raised and it was agreed for Concierge to notify owners when the next pest control treatment of common property would be undertaken so any owners interested can arrange for their unit to be done also at their cost. Owners interested are to notify Sandra of Concierge who will make the arrangements.

Action: BCM and MC

5. Statement of Accounts

The Financial Statements for the period ended 7 September 2023 were tabled.

RESOLVED to accept Financial Statements as tabled.

6 Yes

0 No

0 Abstain

Motion CARRIED.

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5.1 Spending limit for Treasurer for minor repairs

RESOLVED that a spending limit for the Treasurer to approve minor repair works up to \$1,000.00 plus GST is approved.

5 Yes 0 No 1 Abstain

Motion CARRIED.

NOTE:

The Treasurer abstained from voting on this item.

5.2 Levy arrears

The aged balance list was tabled and the following lots noted as in arrears:

- Lot 2212 owes \$4,147.52 for the June and September levy periods.

RESOLVED that Lot 2212 be sent for legal recovery as the owner now owes 2 levy periods and no correspondence or payment has been received. All costs incurred in this process are payable by the lot owner.

- Lot 2315 is on agreed payment plan and has made payments as agreed.
- Lot 1402 owes \$2,756.15 for the September levy period.
- Lot 2316 owes \$2,008.11 for the September levy period.
- Lot 2611 owes \$2,049.96 for the September levy period.

All lots owing the September levy are receiving reminders and demands. Once a third demand is issued and remains unpaid a recommendation will be provided to the Committee to send for legal recovery.

Any other lot mentioned at the meeting has since paid with only minor arrears charges remaining owing.

6 Yes 0 No 0 Abstain

Motion CARRIED.

Action: BCM

5.3 Term deposits

The Body Corporate Manager confirmed that the Body Corporate currently held the following funds invested in term deposits:

Amount	Commencement	Maturity	Term (D)	Rate
75,000.00	21/08/2023	20/11/2023	91	4.45%

The Treasurer has also authorised a new term deposit of \$150,000 for 3 months at 4.45%. These funds have been placed on deposit as authorised.

6. Compliance

The Inspections Register was tabled and accepted and it was noted there is nothing due before 2024.

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6.1 New sinking fund forecast

This forecast has been circulated to the committee as approved by the Treasurer and will be considered further when setting budgets for the new financial year.

7. Contracts

The Contracts Register was tabled and accepted.

The Committee noted it would consider a new agreement from Archers at the budget meeting as it would need to be included on the AGM agenda for owners to approve.

RESOLVED to let the current gas contract continue and roll over as this item was minimal cost in the budget.

6 Yes 0 No 0 Abstain

Motion CARRIED.

Action: BCM

8. New business

8.1 Jetty ladder

It was RESOLVED for Mosaic Caretaking to obtain a quote to install a better more stable ladder for use.

6 Yes 0 No 0 Abstain

Motion CARRIED.

Action: Caretaker

8.2 Gym noise

A discussion was held regarding the noise that carries to the units from persons using the weights and medicine balls in the gym. RESOLVED for an acoustic consultant to advise the committee on what can be done and the costs involved. The Chairperson agreed to attend to this.

6 Yes 0 No 0 Abstain

Motion CARRIED.

Action: Chairperson

9. Next committee meeting

Scheduled for 19 December 2023 at 10 am in Archers boardroom and via teams.

The chairperson thanked those in attendance and declared the meeting closed at 1.47 PM.

Secretary PO Box 1191
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