

# Contract for the Sale and Purchase of Residential Real Estate

*First Edition*

*This document has been approved by The Real Estate Institute of Queensland Limited and the Queensland Law Society Incorporated as being suitable for the sale and purchase of residential real estate in Queensland.*

**The Seller and Buyer agree to sell and buy the Property under this contract.**

## REFERENCE SCHEDULE

**Contract Date:** \_\_\_\_\_ *If no date is inserted, the Contract Date is the date on which the last party signs the Contract*

## PARTIES

### SELLER

NAME: \_\_\_\_\_ ABN: \_\_\_\_\_  
Sunshine Corporation Pty Ltd ACN 608 319 553 UNDER INSTRUMENT 716982384

ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

NAME: \_\_\_\_\_ ABN: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

### SELLER'S AGENT

NAME: \_\_\_\_\_  
NGU Logan Pty Ltd T/A NGU Real Estate Logan

ABN: 22 683 226 360 LICENCE NO: 4837756

ADDRESS: 497 Kingston Road

SUBURB: Kingston STATE: QLD POSTCODE: 4114

PHONE: 07 3462 2870 MOBILE: 0435 172 383 EMAIL: logan@ngurealestate.com.au

### SELLER'S SOLICITOR

← or any other solicitor notified to the Buyer

NAME: \_\_\_\_\_  
Pacific Law

REF: \_\_\_\_\_ CONTACT: \_\_\_\_\_  
Calvin Kong

ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

PHONE: 1 300 151 651 MOBILE: \_\_\_\_\_ EMAIL: calvin.kong@pacificlaw.com.au

### BUYER

NAME: \_\_\_\_\_ ABN: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

NAME: \_\_\_\_\_ ABN: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

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

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**BUYER'S AGENT** (If applicable)

NAME: \_\_\_\_\_

ABN: \_\_\_\_\_ LICENCE NO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**BUYER'S SOLICITOR**

← or any other solicitor notified to the Seller

NAME: \_\_\_\_\_

TO BE NOMINATED

REF: \_\_\_\_\_ CONTACT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**PROPERTY**

LOT: \_\_\_\_\_ ADDRESS: 3 Brandon Court

SUBURB: Beenleigh STATE: QLD POSTCODE: 4207

DESCRIPTION: LOT: 152 PLAN: RP150575 AREA: 887 sqm ← more or less

TITLE REFERENCE: 15697143 SOLD AS: ☒ Freehold ☐ Leasehold☒ Built On ☐ Vacant ■ if neither is selected, the Lot is treated as being Freehold.

Present Use: Residential

Local Government: Logan City

Excluded Fixtures: \_\_\_\_\_ ■ attach annexure for additional space

Included Chattels: \_\_\_\_\_ ■ attach annexure for additional space

**PRICE****Cyber Warning**

Cyber criminals are targeting real estate transactions by sending fraudulent electronic communications (emails) impersonating lawyers and real estate agents. BEFORE you pay any funds to another person or company using information that has been emailed to you or contained in this Contract, you should contact the intended recipient by telephone to verify and confirm the account details that have been provided to you.

PURCHASE \$  
PRICE: \_\_\_\_\_DEPOSIT:  
Initial Deposit \$ \_\_\_\_\_payable on the day the Buyer signs this contract  
unless another time is specified below:

One Business Day From Contract Date

Balance Deposit \$ \_\_\_\_\_  
(if any)

payable on: One Business Day From

Unconditional Date

NOTE: failure to pay the deposit on the date(s) specified  
may result in termination of the contract and forfeiture  
of the deposit to the Seller.

Deposit Holder:	NGU Logan PTY LTD
Deposit Holder's Trust Account:	NGU Logan PTY LTD Trust Account
Bank:	Commonwealth Bank
BSB: 064-194	Account No: 1071 8819

DEFAULT INTEREST RATE: \_\_\_\_\_ %

■ If no figure is inserted, the Contract Rate applying at the Contract Date  
published by the Queensland Law Society Inc will apply.

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

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## SETTLEMENT

SETTLEMENT DATE: DAYS FROM CONTRACT DATE

- or any later date for settlement in accordance with clause 6.2, 6.3 or 11.6(1) or a special condition of this contract or under s79, s80 or s81 of the Property Law Act 2023.

**WARNING:** The Settlement Date as stated may change. If you require settlement on a particular date, seek legal advice prior to signing.

## GST

[Select one. For sale of house or residential land or residential unit between parties who are not registered or required to be registered for GST, select first option]

Completing the GST items may have significant consequences for the Seller and Buyer. The Seller and Buyer should seek professional advice about completion of the GST item and should not rely on the Agent to complete.

- ☒ No GST is payable or Purchase Price includes GST (if any) [clause 10.2 applies]
- ☐ Buyer must pay GST in addition to the Purchase Price [clause 10.3 applies]
- ☐ Margin Scheme [clause 10.4 applies]
- ☐ Going concern [clause 10.5 applies]
- ☐ Farm Land [clause 10.6 applies]

[If not completed, clause 10.2 No GST is payable or Purchase Price includes GST applies]

## GST WITHHOLDING OBLIGATIONS

Is the Buyer registered for GST and acquiring the Property for a creditable purpose?

- ☒ No  
☐ Yes

← **WARNING:** the Buyer warrants in clause 3.3(5) that this information is true and correct.

[Note: An example of an acquisition for a creditable purpose would be the purchase of the Property by a building contractor, who is registered for GST, for the purposes of building a house on the Lot and selling it in the ordinary course of its business.]

The Seller gives notice to the Buyer in accordance with section 14-255(1)(a) of the Withholding Law that:

(select whichever is applicable)

- ☒ the Buyer is not required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property
- ☐ the Buyer is required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property. Under section 14-255(1) of the Withholding Law, the Seller is required to give further details prior to settlement.

← **WARNING:** All sellers of residential premises or potential residential land are required to complete this notice. Section 14-250 of the Withholding Law applies to the sale of 'new residential premises' or 'potential residential land' (subject to some exceptions) and requires an amount to be withheld from the Purchase Price and paid to the ATO. The Seller should seek legal advice if unsure about completing this section.

## LAND TAX

**NOTE:** This item **must be completed if:**

- the Property is **not** the Seller's principal place of residence (their home); and
- the Seller is not otherwise exempt from paying land tax in connection with the Property.

[select one]

- ☐ No adjustment is to be made for land tax
- ☐ Land tax is to be adjusted on a single holding basis
- ☐ Land tax is to be adjusted on the Seller's actual land tax liability

[If not completed, no adjustment is to be made for land tax]

## CONDITIONS

### FINANCE

Finance Amount: \$ SUFFICIENT TO COMPLETE PURCHASE

Financier: FINANCIER OF BUYERS CHOICE

Finance Date:

DAYS FROM CONTRACT DATE

- Unless all of "Finance Amount", "Financier" and "Finance Date" are completed, this contract is not subject to finance and clause 4.1 does not apply.

### BUILDING AND/OR PEST INSPECTION DATE

Inspection Date:

DAYS FROM CONTRACT DATE

- If "Inspection Date" is not completed, the contract is not subject to an inspection report and clause 4.2 does not apply.

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

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## MATTERS AFFECTING PROPERTY

### TITLE ENCUMBRANCES:

The Encumbrances listed below **will remain after** settlement under clause 7.2:

☒ **Seller Disclosure Statement was given to the Buyer**

- a. the **registered interests and encumbrances** listed on the title search included in the Seller Disclosure Statement other than any mortgage, caveat or charge; and
- b. the **Unregistered Encumbrances** (note this includes statutory encumbrances affecting the land) disclosed in the Seller Disclosure Statement, unless this contract requires them to be discharged at or before settlement (for example clause 3.5).

☐ **Seller Disclosure Statement was NOT given to the Buyer**

List all Encumbrances that **will remain after** settlement under clause 7.2:

(You need to include specific description of all registered interests, unregistered interests and statutory encumbrances (see definition of Encumbrances)).

Any encumbrance relating to water, sewage, drainage, electricity or any other service which in any way affects the land whether such encumbrance is registered, unregistered or resulting from any other statute

### TENANCIES:

Is the Property sold subject to a Residential Tenancy Agreement or Rooming Accommodation Agreement?

☒ No

☐ Yes, details are contained in the attached Tenancies Schedule

### OTHER MATTERS:

#### Residential Tenancy Agreements or Rooming Accommodation Agreements:

Has the Property been subject to a Residential Tenancy Agreement or Rooming Accommodation Agreement at any time within the period of 12 months before the Contract Date?

☒ No

☐ Yes

If Yes, the day of the last rent increase for each residential premises comprising the Property is: \_\_\_\_\_

← **WARNING TO SELLER:** If the Property or any part has been let at any time in the last 12 months the Seller is required under clause 5.5(1)(e) to provide evidence of the last rent increase. Failure to provide evidence by settlement may entitle the Buyer to terminate the contract.

### TREE ORDERS AND APPLICATIONS:

#### Neighbourhood Disputes (Dividing Fences and Trees) Act 2011, section 83:

Is the Lot affected by an application to, or an order made by, the Queensland Civil and Administrative Tribunal (QCAT) in relation to a tree on the Lot?

☒ No

☐ Yes

If yes, a copy of the application or order is given with this contract.

← **WARNING:** Failure to comply with s83 Neighbourhood Disputes (Dividing Fences and Trees Act) 2011 by giving a copy of an order or application to the Buyer (where applicable) prior to Buyer signing the contract will entitle the Buyer to terminate the contract prior to Settlement.

## POOL SAFETY

**Q1.** Is there a pool on the Lot or on adjacent land used in association with the Lot?

☒ No

☐ Yes

**Q2.** If the answer to Q1 is Yes, is there a Pool Compliance Certificate for the pool at the time of contract?

☐ No

☐ Yes

← **WARNING TO SELLER:** If there is a regulated pool on the Lot, under clause 5.5(1)(f) the Seller must provide a Pool Compliance Certificate at settlement. If there is no Pool Compliance Certificate at the Contract Date you must give a Notice of No Pool Safety Certificate to the Buyer prior to entering into this contract

## ELECTRICAL SAFETY SWITCH AND SMOKE ALARM

■ **NOTE:** This section must be completed if there is a domestic dwelling on or comprising the Lot

The Seller gives notice to the Buyer that an Approved Safety Switch for the General Purpose Socket Outlets is:

☒ Installed in the residence

☐ Not installed in the residence

The Seller gives notice to the Buyer that smoke alarms complying with the Smoke Alarm Requirement Provision are:

☒ Installed in the residence

☐ Not installed in the residence

← **WARNING:** By giving false or misleading information in this section, the Seller may incur a penalty. The Seller should seek expert and qualified advice about completing this section and not rely on the Seller's Agent to complete this section.

← **WARNING:** Under clause 7.9 the Seller must install smoke alarms complying with the Smoke Alarm Requirement Provision in any domestic dwelling on the Lot. Failure to do so is an offence under the Fire Services Act 1990.

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

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**LOTS IN A COMMUNITY TITLES SCHEME****(COMPLETE IF APPLICABLE)****STATUTORY WARRANTIES AND CONTRACTUAL RIGHTS**

If the Lot is a lot in a community titles scheme, the Seller gives notice to the Buyer of the following matters:

← **WARNING TO SELLER:** The Body Corporate and Community Management Act 1997 and the Contract include warranties by the Seller about the Body Corporate and the Scheme land. Breach of a warranty may result in a damages claim or termination by the Buyer. Sellers should consider whether to carry out an inspection of the Body Corporate records to complete this section.

(a) Latent or Patent Defects in Common Property or Body Corporate Assets (s 223(2)(a)(b))\*

(b) Actual or Contingent or Expected Liabilities of Body Corporate (s 223(2)(c)(d))\*

(c) Circumstances in Relation to Affairs of Body Corporate (s 223(3))\*

(d) Proposal to Record a New Community Management Statement (clause 12.9(1)(a))

(e) Unapproved improvements on common property benefitting the Lot (clause 12.9(1)(b))\*

(f) Outstanding by-law contravention notices (clause 12.9(1)(c))\*

(g) Proposed Body Corporate resolutions (clause 12.10)\*

*\*Include in attachment if insufficient space*

**INSPECTION OF BODY CORPORATE RECORDS**

**Records Inspection Date:** \_\_\_\_\_

← If "Records Inspection Date" is not completed, the contract is not subject to a satisfactory inspection of records and clause 12.3 does not apply.

**LOTS IN A BUILDING UNIT AND GROUP TITLE PARCEL****(COMPLETE IF APPLICABLE)****WARRANTIES AND CONTRACTUAL RIGHTS**

If the Lot is a lot in a Parcel to which the *Building Units and Group Titles Act 1980* applies, the Seller gives notice to the Buyer of the following matters:

← **WARNING TO SELLER:** The Contract includes warranties by the Seller about the Body Corporate and the Parcel. Breach of a warranty may result in a damages claim or termination by the Buyer. Sellers should consider whether to carry out an inspection of the Body Corporate records to complete this section.

(a) Proposal to add to, alter or repeal by-laws (clause 13.9(1)(a))

(b) Unapproved improvements on common property benefitting the Lot (clause 13.9(1)(b))\*

(c) Outstanding by-law contravention notices (clause 13.9(1)(c))\*

(d) Proposed Body Corporate resolutions (clause 13.10)\*

*\*Include in attachment if insufficient space*

**INSPECTION OF BODY CORPORATE RECORDS**

**Records Inspection Date:** \_\_\_\_\_

← If "Records Inspection Date" is not completed, the contract is not subject to a satisfactory inspection of records and clause 13.3 does not apply.

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

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## SPECIAL CONDITIONS

- 1.1 It is agreed by all parties that any notice of execution of the Contract of sale may be sent by email. This special condition shall be conclusive proof that each of the parties consented to receiving notice of execution of the Contract by email prior to the notice being sent.
- 1.2 If no email address is listed on the Contract for a party or their solicitor then the other party may use the email address on any correspondence sent to them.
- 1.3 The email will be deemed to be received 15 minutes after it was sent. The sender's copy of the email with the time noted is sufficient evidence.
2. The Seller acknowledges that if the Deposit held by the Deposit Holder is insufficient to cover the Agent's commission and/or outstanding marketing and hereby irrevocably authorises and directs the Buyer's solicitor to draw a separate cheque at settlement to cover the Agent's commission less any Deposit held by the Deposit Holder.
3. Counterpart  
This Contract may be executed in any number of counterparts each of which when executed and delivered shall constitute a duplicate original, but such counterparts together will constitute one and the same instrument.

## SIGNATURES

The contract may be subject to a 5 business day statutory cooling-off period. A termination penalty of 0.25% of the purchase price applies if the Buyer terminates the contract during the statutory cooling-off period. It is recommended the Buyer obtain an independent property valuation and independent legal advice about the contract and his or her cooling-off rights, before signing.

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_ Witness: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_ Witness: \_\_\_\_\_

By placing my signature above, I warrant that I am the Buyer named in the Reference Schedule or authorised by the Buyer to sign.

(Note: No witness is required if the Buyer signs using an Electronic Signature)

Seller: \_\_\_\_\_ Date: \_\_\_\_\_ Witness: \_\_\_\_\_

Seller: \_\_\_\_\_ Date: \_\_\_\_\_ Witness: \_\_\_\_\_

By placing my signature above, I warrant that I am the Seller named in the Reference Schedule or authorised by the Seller to sign.

(Note: No witness is required if the Seller signs using an Electronic Signature)

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

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# TERMS OF CONTRACT

## FOR THE SALE AND PURCHASE OF RESIDENTIAL REAL ESTATE

### 1. DEFINITIONS

**1.1** In this contract, terms in **bold** in the Reference Schedule have the meanings shown under or opposite them and unless the context otherwise requires:

- (a) **"Approved Safety Switch"** means a residual current device as defined in the *Electrical Safety Regulation 2013*;
- (b) **"ATO"** means the Australian Taxation Office;
- (c) **"ATO Clearance Certificate"** means a certificate issued under s14-220(1) of the Withholding Law which is current on the date it is given to the Buyer;
- (d) **"Balance Purchase Price"** means the Purchase Price, less the Deposit paid by the Buyer;
- (e) **"Bank"** means an authorised deposit-taking institution within the meaning of the *Banking Act 1959* (Cth);
- (f) **"Bank Cheque"**:
  - (i) includes a cheque drawn by a building society or credit union on itself; and
  - (ii) does not include a cheque drawn by a building society or credit union on a Bank;
- (g) **"Bond"** means a bond under the *Residential Tenancies and Rooming Accommodation Act 2008*;
- (h) **"Building Inspector"** means a person licensed to carry out completed residential building inspections under the *Queensland Building and Construction Commission Regulation 2018*;
- (i) **"Business Day"** means a day other than:
  - (i) a Saturday or Sunday;
  - (ii) a public holiday or special holiday in the Place for Settlement; and
  - (iii) a day in the period 27 to 31 December (inclusive);
- (j) **"CGT Withholding Amount"** means the amount determined under section 14-200(3)(a) of the Withholding Law or, if a copy is provided to the Buyer prior to settlement, a lesser amount specified in a variation notice under section 14-235;
- (k) **"Contract Date"** or **"Date of Contract"** means:
  - (i) the date inserted in the Reference Schedule as the Contract Date; or
  - (ii) if no date is inserted, the date on which the last party signs this contract;
- (l) **"Court"** includes any tribunal established under statute;
- (m) **"Digitally Sign"** and **"Digital Signature"** have the meaning in the ECNL;
- (n) **"ECNL"** means the Electronic Conveyancing National Law (Queensland);
- (o) **"Electronic Conveyancing Documents"** has the meaning in the *Land Title Act 1994*;
- (p) **"Electronic Lodgement"** means lodgement of a document in the Land Registry in accordance with the ECNL;
- (q) **"Electronic Settlement"** means settlement facilitated by an ELNO System;
- (r) **"Electronic Signature"** means an electronic method of signing that identifies the person and indicates their intention to sign the contract;
- (s) **"Electronic Workspace"** means a shared electronic workspace within the ELNO System nominated by the Seller that allows the Buyer and Seller to effect Electronic Lodgement and Financial Settlement;
- (t) **"ELNO"** has the meaning in the ECNL;
- (u) **"ELNO System"** means a system provided by an ELNO capable of facilitating Financial Settlement and Electronic Lodgement in Queensland;
- (v) **"Encumbrances"** includes:
  - (i) registered encumbrances;
  - (ii) Unregistered Encumbrances; and
  - (iii) Security Interests;
- (w) **"Enforcement Notice"** means any valid notice or order by any competent authority or Court requiring work to be done or money spent in relation to the Property;
- (x) **"Essential Term"** includes, in the case of breach by:
  - (i) the Buyer: clauses 2.1, 3.1, 3.2, 3.3, 5.1 and 6.1; and
  - (ii) the Seller: clauses 3.2, 3.3, 5.5(1) and 6.1; but nothing in this definition precludes a Court from finding other terms to be essential;
- (y) **"Extension Notice"** means a notice under clause 6.2(1);
- (z) **"Financial Institution"** means a Bank, building society or credit union;
- (aa) **"Financial Settlement"** means the exchange of value between Financial Institutions facilitated by an ELNO System in accordance with the Financial Settlement Schedule;
- (bb) **"Financial Settlement Schedule"** means the electronic settlement schedule within the Electronic Workspace listing the source accounts and destination accounts;
- (cc) **"General Purpose Socket Outlet"** means an electrical socket outlet as defined in the *Electrical Safety Regulation 2013*;
- (dd) **"GST"** means the goods and services tax under the GST Act;
- (ee) **"GST Act"** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and includes other GST related legislation;
- (ff) **"GST Withholding Amount"** means the amount (if any) determined under section 14-250 of the Withholding Law required to be paid to the Commissioner of Taxation;
- (gg) **"Improvements"** means all fixed structures on the Lot and includes all items fixed to them (such as stoves, hot water systems, fixed carpets, curtains, blinds and their fittings, clothes lines, fixed satellite dishes and television antennae, in-ground plants) but does not include the Reserved Items;
- (hh) **"Keys"** means keys, codes or devices in the Seller's possession or control for all locks or security systems on the Property or necessary to access the Property;
- (ii) **"Outgoings"** means rates or charges on the Lot by any competent authority (for example, council rates, water rates, fire service levies) but excludes land tax if the Reference Schedule provides that *No adjustment is to be made for land tax*;  
[Note: the definition of Outgoings is modified by clauses 12.2(2)(a), 13.2(2)(a) where applicable]
- (jj) **"Pest Inspector"** means a person licensed to undertake termite inspections on completed buildings under the *Queensland Building and Construction Commission Regulation 2018*;

- (kk) **"Place for Settlement"** means:
- where the Seller is represented by a solicitor who has an office in Queensland, the city or town in Queensland in which the office of the Seller's Solicitor is located;
  - otherwise, within the Brisbane Central Business District;
- (ll) **"Pool Compliance Certificate"** means:
- a Pool Safety Certificate under section 231C(a) of the *Building Act 1975*; or
  - a building certificate that may be used instead of a Pool Safety Certificate under section 246AN(2) of the *Building Act 1975*; or
  - an exemption from compliance on the grounds of impracticality under section 245B of the *Building Act 1975*;
- (mm) **"PPSR"** means the Personal Property Securities Register established under *Personal Property Securities Act 2009* (Cth);
- (nn) **"Property"** means:
- the Lot;
  - the Improvements; and
  - the Included Chattels;
- [Note: the definition of Property is modified by clause 12.2(2)(b) or 13.2(2)(b) where applicable]
- (oo) **"Rent"** means any periodic amount payable under the Tenancies;
- (pp) **"Reserved Items"** means the Excluded Fixtures and all chattels on the Lot other than the Included Chattels;
- (qq) **"Residential Tenancy Agreement"** has the meaning in the RTRA Act;
- (rr) **"Rooming Accommodation Agreement"** has the meaning in the RTRA Act;
- (ss) **"RTRA Act"** means the *Residential Tenancies and Rooming Accommodation Act 2008*;
- (tt) **"Security Interests"** means all security interests registered on the PPSR over Included Chattels and Improvements;
- (uu) **"Seller Disclosure Statement"** means the disclosure statement and prescribed certificates given by the Seller to the Buyer under section 99(1) of the *Property Law Act 2023* (if applicable) before the Buyer signed this contract;
- (vv) **"Services"** means infrastructure for the provision of services including water, gas, electricity, telecommunications, sewerage or drainage;
- (ww) **"Site Value"** means:
- in the case of non-rural land, the site value under the *Land Valuation Act 2010*; or
  - in the case of rural land, the unimproved value under the *Land Valuation Act 2010*;
- (xx) **"Smoke Alarm Requirement Provision"** has the meaning in section 147W of the *Fire Services Act 1990*;
- (yy) **"Transfer Documents"** means:
- the form of transfer under the *Land Title Act 1994* required to transfer title in the Lot to the Buyer; and
  - any other document to be signed by the Seller necessary for stamping or registering the transfer;
- (zz) **"Transport Infrastructure"** has the meaning defined in the *Transport Infrastructure Act 1994*;
- (aaa) **"Unregistered Encumbrance"** has the meaning in the *Property Law Regulation 2024*; and
- (bbb) **"Withholding Law"** means Schedule 1 to the *Taxation Administration Act 1953* (Cth).

## 2. DEPOSIT

### 2.1 Payment of Deposit

- The Buyer must pay the Deposit to the Deposit Holder at the times shown in the Reference Schedule. The Deposit Holder will hold the Deposit until a party becomes entitled to it.
- The Buyer will be in default if it:
  - does not pay the Deposit when required;
  - pays the Deposit by a post-dated cheque; or
  - pays the Deposit by cheque which is dishonoured on presentation.
- Subject to clause 2.1(4), if the Buyer:
  - effects an electronic transaction to pay all or part of the Deposit to the account of Deposit Holder on a day;
  - provides written evidence to the Deposit Holder that the electronic transaction has occurred; and
  - does not take any action to defer the payment to the Deposit Holder to a later day,
 the payment is taken to be received by the Deposit Holder on the day the Buyer effects the electronic transaction even if, because of circumstances beyond the Buyer's control, the payment to the Deposit Holder's account happens on a later day.
- If the Buyer has complied with clause 2.1(3) but the Deposit Holder has not received the payment by the due date:
  - the Seller may give the Buyer notice that the payment has not been received by the Deposit Holder; and
  - if the payment has not been paid into the account of the Deposit Holder by 5pm on the date 2 Business Days after the Seller's notice under clause 2.1(4)(a) is given to the Buyer then clause 2.1(3) will not apply and the Buyer will be in default.
- The Seller may recover from the Buyer as a liquidated debt any part of the Deposit which is not paid when required.

### 2.2 Investment of Deposit

If:

- the Deposit Holder is instructed by either the Seller or the Buyer; and
  - it is lawful to do so;
- the Deposit Holder must:
- invest as much of the Deposit as has been paid with any Financial Institution in an interest-bearing account in the names of the parties;
  - provide the parties' tax file numbers to the Financial Institution (if they have been supplied); and
  - provide the parties with an account statement in respect of the account in which the Deposit is held:
    - at 30 June of each year; and
    - when the Deposit Holder pays the Deposit to the party entitled to it.

### 2.3 Entitlement to Deposit and Interest

- The party entitled to receive the Deposit is:
  - if this contract settles, the Seller;
  - if this contract is terminated without default by the Buyer, the Buyer; and
  - if this contract is terminated owing to the Buyer's default, the Seller.
- The interest on the Deposit must be paid to the person who is entitled to the Deposit.
- The person who is entitled to the Deposit is presently entitled to the interest on the Deposit. Until settlement or termination of this contract, the Seller is presently entitled to the interest on the Deposit.
- If this contract is terminated, and the Buyer is entitled to the Deposit:



- (a) the Buyer must reimburse the Seller for any tax paid by the Seller as a result of an earlier present entitlement to interest on the Deposit; and
  - (b) the Buyer has no further claim once it receives the Deposit and any interest on the Deposit, unless the termination is due to the Seller's default or breach of warranty.
- (5) The Deposit is invested at the risk of the party who is ultimately entitled to it.

### 3. PURCHASE PRICE

#### 3.1 Payment of Balance Purchase Price

On the Settlement Date, the Buyer must pay the Balance Purchase Price:

- (a) for an Electronic Settlement, by electronic funds transfer as directed by the Seller's Solicitor and/or the Seller's mortgagee in the Financial Settlement Schedule; or
- (b) otherwise, by Bank Cheque as the Seller or the Seller's Solicitor directs.

#### 3.2 Foreign Residents Capital Gains Tax Withholding

- (1) Clause 3.2 applies if both the following apply:
  - (a) the sale is not an excluded transaction under s14-215 of the Withholding Law; and
  - (b) the Seller has not given the Buyer on or before settlement for each person comprising the Seller either:
    - (i) an ATO Clearance Certificate; or
    - (ii) a variation notice under s14-235 of the Withholding Law, which remains current at the Settlement Date, varying the CGT Withholding Amount to nil.
- (2) The Buyer must lodge a Foreign Resident Capital Gains Withholding Purchaser Notification Form with the ATO for each person comprising the Buyer and give copies to the Seller with the payment reference numbers (PRN) on or before settlement.
- (3) If settlement is to be effected by Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the CGT Withholding Amount to the account nominated by the Commissioner of Taxation.
- (4) If settlement is not an Electronic Settlement:
  - (a) for clause 3.1(b), the Seller irrevocably directs the Buyer to draw a Bank Cheque for the CGT Withholding Amount in favour of the Commissioner of Taxation or, if the Buyer's Solicitor requests, the Buyer's Solicitor's Trust Account;
  - (b) the Seller must return the Bank Cheque in paragraph (a) to the Buyer's Solicitor (or if there is no Buyer's Solicitor, the Buyer) at settlement; and
  - (c) the Buyer must pay the CGT Withholding Amount to the ATO in accordance with section 14-200 of the Withholding Law and give the Seller evidence that it has done so within 2 Business Days of settlement occurring.
- (5) For clause 3.2(1) and section 14-215 of the Withholding Law, the market value of the CGT asset is taken to be the Purchase Price less any GST included in the Purchase Price for which the Buyer is entitled to an input tax credit unless:
  - (a) the Property includes items in addition to the Lot and Improvements; and
  - (b) no later than 2 Business Days before the Settlement Date, the Seller gives the Buyer a valuation of the Lot and Improvements prepared by a registered valuer,
 in which case the market value of the Lot and Improvements will be as stated in the valuation.

### 3.3 GST Withholding

- (1) If the Buyer is required to pay the GST Withholding Amount to the Commissioner of Taxation at settlement pursuant to section 14-250 of the Withholding Law:
  - (a) the Seller must give the Buyer a notice in accordance with section 14-255(1) of the Withholding Law;
  - (b) prior to settlement the Buyer must lodge with the ATO:
    - (i) a *GST Property Settlement Withholding Notification* form ("Form 1"); and
    - (ii) a *GST Property Settlement Date Confirmation* form ("Form 2");
  - (c) on or before settlement, the Buyer must give the Seller copies of:
    - (i) the Form 1;
    - (ii) confirmation from the ATO that the Form 1 has been lodged specifying the Buyer's lodgement reference number and payment reference number;
    - (iii) confirmation from the ATO that the Form 2 has been lodged; and
    - (iv) a completed ATO payment slip for the Withholding Amount.
- (2) The Buyer is taken to have complied with clause 3.3(1)(b) and 3.3(1)(c) if the Form 1 is lodged through the Electronic Workspace and the Form 2 is shown as pending settlement (however described).
- (3) If settlement is to be effected by Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the GST Withholding Amount to the account nominated by the Commissioner of Taxation.
- (4) If settlement is not an Electronic Settlement:
  - (a) the Seller irrevocably directs the Buyer to draw a Bank Cheque for the GST Withholding Amount in favour of the Commissioner of Taxation and deliver it to the Seller at settlement; and
  - (b) the Seller must pay the GST Withholding Amount to the ATO in compliance with section 14-250 of the Withholding Law promptly after settlement.
- (5) The Buyer warrants that the statements made by the Buyer in the Reference Schedule under GST Withholding Obligations are true and correct.

### 3.4 Adjustments

- (1) Rent and Outgoings must be apportioned between the parties in accordance with clauses 3.4, 3.5 and 3.6 and any adjustments paid and received on settlement so that:
  - (a) the Seller is liable for Outgoings and is entitled to Rent up to and including the Settlement Date; and
  - (b) the Buyer is liable for Outgoings and is entitled to Rent after the Settlement Date.
- (2) Upon written request by the Buyer, the Seller will, before settlement, give the Buyer a written statement, supported by reasonable evidence, of:
  - (a) all Outgoings and all Rent for the Property to the extent they are not capable of discovery by search or enquiry at any office of public record or pursuant to the provisions of any statute; and
  - (b) any other information which the Buyer may reasonably require for the purpose of calculating or apportioning any Outgoings or Rent under this clause 3.4.

If the Seller becomes aware of a change to the information provided the Seller will as soon as practicable provide the updated information to the Buyer.

### 3.5 Outgoings

- (1) Subject to clauses 3.5(2), 3.5(4), 3.5(5) and 3.5(6), Outgoings for periods including the Settlement Date must be adjusted:
  - (a) for those paid, on the amount paid;
  - (b) for those assessed but unpaid, on the amount payable (excluding any discount); and
  - (c) for those not assessed:
    - (i) on the amount the relevant authority advises will be assessed (excluding any discount); or
    - (ii) if no advice on the assessment to be made is available, on the amount of the latest separate assessment (excluding any discount).
- (2) If there is no separate assessment of rates for the Lot at the Settlement Date and the Local Government informs the Buyer that it will not apportion rates between the Buyer and the Seller, then:
  - (a) the amount of rates to be adjusted is that proportion of the assessment equal to the ratio of the area of the Lot to the area of the parcel in the assessment; and
  - (b) if an assessment of rates includes charges imposed on a "per lot" basis, then the portion of those charges to be adjusted is the amount assessed divided by the number of lots in that assessment.
- (3) The Seller is liable for land tax assessed on the Lot for the financial year current at the Settlement Date. If land tax is unpaid at the Settlement Date and the Queensland Revenue Office advises that it will issue a final clearance for the Lot on payment of a specified amount, then:
  - (a) if settlement is to be effected by Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the specified amount to the account nominated by the Commissioner of State Revenue;
  - (b) otherwise, the Seller irrevocably directs the Buyer to draw a Bank Cheque for the specified amount from the Balance Purchase Price at settlement and the Buyer must pay it promptly to the Queensland Revenue Office.
- (4) If the Reference Schedule states that:
  - (a) *Land tax is to be adjusted on a single holding basis*, land tax must be adjusted on the assessment that the Queensland Revenue Office would issue to the Seller for the land tax year current at the Settlement Date if the Lot was the Seller's only land; or
  - (b) *Land tax is to be adjusted on the Seller's actual land tax liability*, land tax must be adjusted on the actual assessment that the Queensland Revenue Office has issued or will issue to the Seller for the land tax year current at the Settlement Date.
- (5) For clause 3.5(4), if there is no separate Site Value for the Lot, the land tax for the Lot shall be calculated on a notional Site Value equal to:

$$SV \times \frac{LA}{PA}$$

where:

SV means the Site Value of the land which includes the Lot and has a separate Site Value (the "**Parent Lot**")

LA means the area of the Lot

PA means the area of the Parent Lot.

[Note: this clause is modified by clauses 12.4 and 13.4 where applicable]

- (6) Any Outgoings assessable on the amount of water used must be adjusted on the charges that would be assessed on the total water usage for the assessment period, determined by assuming that the actual rate of usage shown by the meter reading made before settlement continues throughout the assessment period. The Buyer must obtain and pay for the meter reading.
- (7) If any Outgoings are assessed but unpaid at the Settlement Date, then:
  - (a) if settlement is to be effected by Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the amount payable to the relevant authority;
  - (b) otherwise, the Seller irrevocably directs the Buyer to draw a Bank Cheque for the amount payable from the Balance Purchase Price at settlement and pay it promptly to the relevant authority.

If an amount is deducted under this clause, the relevant Outgoing will be treated as paid at the Settlement Date for the purposes of clause 3.5(1).

### 3.6 Rent

- (1) Rent for any rental period ending on or before the Settlement Date belongs to the Seller and is not adjusted at settlement.
- (2) Unpaid Rent for the rental period including both the Settlement Date and the following day ("**Current Period**") is not adjusted until it is paid.
- (3) Rent already paid for the Current Period or beyond must be adjusted at settlement.
- (4) If Rent payments are reassessed after the Settlement Date for periods including the Settlement Date, any additional Rent payment from a Tenant or refund due to a Tenant must be apportioned under clauses 3.6(1), 3.6(2) and 3.6(3).
- (5) Payments under clause 3.6(4) must be made within 14 days after notification by one party to the other but only after any additional payment from a Tenant has been received.

### 3.7 Cost of Bank Cheques

If settlement is not an Electronic Settlement:

- (a) the cost of Bank Cheques payable at settlement:
  - (i) to the Seller or its mortgagee are the responsibility of the Buyer; and
  - (ii) to parties other than the Seller or its mortgagee are the responsibility of the Seller and the Seller will reimburse this cost to the Buyer as an adjustment at settlement; and
- (b) the Seller is not entitled to require payment of the Balance Purchase Price by means other than Bank Cheque without the consent of the Buyer.

## 4. CONDITIONS

### 4.1 Finance

- (1) This contract is conditional on the Buyer obtaining approval of a loan for the Finance Amount from the Financier by the Finance Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain approval.
- (2) The Buyer must give notice to the Seller that:
  - (a) approval has not been obtained by the Finance Date and the Buyer terminates this contract; or
  - (b) the finance condition has been either satisfied or waived by the Buyer.
- (3) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.1(2) by 5pm on the Finance Date. This is the Seller's only remedy for the Buyer's failure to give notice.

- (4) The Seller's right under clause 4.1(3) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 4.1(2).

#### 4.2 Building and Pest Inspection

- (1) This contract is conditional upon the Buyer obtaining a written building report from a Building Inspector and a written pest report from a Pest Inspector (which may be a single report) on the Property by the Inspection Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain the reports (subject to the right of the Buyer to elect to obtain only one of the reports).
- (2) The Buyer must give notice to the Seller that:
  - (a) a satisfactory Inspector's report under clause 4.2(1) has not been obtained by the Inspection Date and the Buyer terminates this contract. The Buyer must act reasonably; or
  - (b) clause 4.2(1) has been either satisfied or waived by the Buyer.
- (3) If the Buyer terminates this contract and the Seller asks the Buyer for a copy of the building and pest reports, the Buyer must give a copy of each report to the Seller without delay.
- (4) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.2(2) by 5pm on the Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- (5) The Seller's right under clause 4.2(4) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 4.2(2).

#### 4.3 Consent to Transfer of State Lease

- (1) If the Lot sold is leasehold, this contract is conditional on the Seller obtaining any necessary consent to the transfer of the lease to the Buyer by the Settlement Date.
- (2) The Seller must apply for the consent required as soon as possible.
- (3) The Buyer must do everything reasonably required to help obtain this consent.

*[Note: If clause 12.3 or 13.3 applies, the contract is also conditional on the Buyer's satisfaction with the Body Corporate's records]*

### 5. SETTLEMENT

#### 5.1 Time and Date

Settlement must occur by 4pm AEST on the Settlement Date.

#### 5.2 Electronic Settlement

- (1) Settlement must be effected by Electronic Settlement unless the form of transfer under the *Land Title Act 1994* required to transfer title in the Lot to the Buyer is not a required instrument to which section 5(1) of the *Land Title Regulation 2022* applies other than as a result of section 5(2)(a)(ii).
- (2) If settlement is to be effected by Electronic Settlement:
  - (a) the Seller must nominate the ELNO System to be used for the Electronic Settlement. Despite clause 11.3(9), the Seller may nominate the ELNO System by sending or accepting an invitation to an Electronic Workspace in an ELNO System;
  - (b) clause 5.2(2)(a) does not prevent the Buyer using an ELNO System which is interoperable with the ELNO System nominated by the Seller;
  - (c) the parties must:
    - (i) ensure that the Electronic Workspace is completed and all Electronic Conveyancing Documents and the Financial Settlement Schedule are Digitally Signed prior to settlement; and

- (ii) do everything else required in the Electronic Workspace or otherwise to enable settlement to occur on the Settlement Date;
- (d) if the parties cannot agree on a time for settlement, the time to be nominated in the Electronic Workspace is 4pm AEST;
- (e) if any part of the Purchase Price is to be paid to discharge an Outgoing:
  - (i) the Buyer may, by notice in writing to the Seller, require that the amount is paid to the Buyer's Solicitor's trust account and the Buyer is responsible for paying the amount to the relevant authority;
  - (ii) for amounts to be paid to destination accounts other than the Buyer's Solicitor's trust account, the Seller must give the Buyer a copy of the current account for the Outgoing to enable the Buyer to verify the destination account details in the Financial Settlement Schedule;
- (f) if the Deposit is required to discharge any Encumbrance or pay an Outgoing at settlement:
  - (i) the Deposit Holder must, if directed by the Seller at least 2 Business Days before settlement, pay the Deposit (and any interest accrued on investment of the Deposit) less commission as clear funds to the Seller's Solicitor;
  - (ii) the Buyer and the Seller authorise the Deposit Holder to make the payment in clause 5.2(2)(f)(i);
  - (iii) the Seller's Solicitor will hold the money as Deposit Holder under the Contract;
  - (iv) the Seller and Buyer authorise the Seller's Solicitor to pay the money as directed by the Seller in accordance with the Financial Settlement Schedule;
- (g) each party must pay its own fees and charges of using the relevant ELNO System for Electronic Settlement;
- (h) a party is not in default to the extent it is prevented from complying with an obligation because the other party or the other party's Financial Institution has done or not done something in the Electronic Workspace (for example, failing to complete details necessary to enable the other party to complete or sign the Electronic Workspace);
- (i) any rights under the contract or at law to terminate the contract may not be exercised during the time the Electronic Workspace is locked for Electronic Settlement; and
- (j) Electronic Settlement is taken to occur when Financial Settlement is effected, whether or not Electronic Lodgement has occurred.

#### 5.3 Place for Settlement

- (1) An Electronic Settlement will be deemed to take place in the Place for Settlement.
- (2) If the settlement is not an Electronic Settlement, subject to clause 5.3(3), settlement must be effected in the Place for Settlement at the office of a solicitor, Financial Institution or settlement agent nominated by the Seller.
- (3) If the Seller has not nominated an office under clause 5.3(2) or the parties have not otherwise agreed where settlement is to occur by 5pm on the date 2 Business Days before the Settlement Date, section 76(2)(b) of the *Property Law Act 2023* applies.



## 5.4 Transfer Documents

If the settlement is not an Electronic Settlement:

- (a) the Transfer Documents must be prepared by the Buyer and delivered to the Seller a reasonable time before the Settlement Date; and
- (b) if the Buyer pays the Seller's reasonable expenses, it may require the Seller to produce the Transfer Documents at the Queensland Revenue Office nearest the Place for Settlement for stamping before settlement.

## 5.5 Documents and Keys at Settlement

- (1) In exchange for payment of the Balance Purchase Price and the documents to be provided by the Buyer under clause 12.6 or 13.6 (if applicable), the Seller must deliver to the Buyer at settlement:
  - (a) unstamped Transfer Documents capable of immediate registration after stamping; and
  - (b) any instrument necessary to release any Encumbrance over the Property in compliance with the Seller's obligation in clause 7.2; and
  - (c) if requested by the Buyer not less than 2 Business Days before the Settlement Date, the Keys; and
  - (d) if there are Tenancies:
    - (i) the Seller's copy of any Tenancy agreements;
    - (ii) a notice to each Tenant advising of the sale in the form required by law; and
    - (iii) any notice required by law to transfer to the Buyer the Seller's interest in any Bond; and
  - (e) if the Property has been subject to a Residential Tenancy Agreement or Rooming Accommodation Agreement at any time within the period of 12 months before the Contract Date:
    - (i) for any Tenancies, evidence of the day of the last rent increase for each part of the Property before those Tenancies were entered into; and
    - (ii) for any part of the Property not subject to a Tenancy at settlement, evidence of the day of the last rent increase for that part of the Property, sufficient to satisfy section 93A or 105C of the RTRA Act; and
  - (f) a copy of a current Pool Compliance Certificate for each regulated pool on the Lot unless:
    - (i) the Seller has given the Buyer a current (at the time it was given) Pool Compliance Certificate before settlement; or
    - (ii) the Seller has given the Buyer a notice under section 28 of the *Building Regulation 2021* (Notice of No Pool Safety Certificate) before entry into this contract; and
  - (g) if clause 10.8 applies, a Tax Invoice.
- (2) If the Keys are not required to be delivered at Settlement under clause 5.5(1)(c), the Seller must deliver the Keys to the Buyer on or before settlement. The Seller may discharge its obligation under this provision by authorising the Seller's Agent to release the Keys to the Buyer.
- (3) For an Electronic Settlement, the Seller will be taken to have complied with clause 5.5(1) if:
  - (a) in relation to documents which are suitable for Electronic Lodgement in the Land Registry at settlement, the documents are Digitally Signed within the Electronic Workspace; and

- (b) in relation to any other document or thing, the Seller's Solicitor:
  - (i) confirms in writing prior to settlement that it holds all relevant documents which are not suitable for Electronic Lodgement and all Keys (if requested under clause 5.5(1)(c)) in escrow on the terms contained in the QLS E-Conveyancing Guidelines; and
  - (ii) gives a written undertaking to send the documents and Keys (if applicable) to the Buyer or Buyer's Solicitor no later than 2 Business Days after settlement; and
  - (iii) if requested by the Buyer, provides copies of documents in the Seller's Solicitor's possession.

## 5.6 Assignment of Covenants and Warranties

At settlement, the Seller assigns to the Buyer the benefit of all:

- (1) covenants by the Tenants under the Tenancies;
- (2) guarantees and Bonds (subject to the requirements of the RTRA Act) supporting the Tenancies;
- (3) manufacturer's warranties regarding the Included Chattels; and
- (4) builders' warranties on the Improvements, to the extent they are assignable. However, the right to recover arrears of Rent is not assigned to the Buyer and section 140 of the *Property Law Act 2023* does not apply.

## 5.7 Possession of Property

On the Settlement Date, in exchange for the Balance Purchase Price, the Seller must give the Buyer vacant possession of the Lot and the Improvements except for the Tenancies.

## 5.8 Title to Included Chattels

Title to the Included Chattels passes at settlement.

## 5.9 Removal of Reserved Items

- (1) The Seller must remove the Reserved Items from the Property before settlement.
- (2) The Seller must repair at its expense any damage done to the Property in removing the Reserved Items. If the Seller fails to do so, the Buyer may repair that damage.
- (3) Any Reserved Items not removed before settlement will be considered abandoned and the Buyer may, without limiting its other rights, complete this contract and appropriate those Reserved Items or dispose of them in any way.
- (4) The Seller indemnifies the Buyer against any damages and expenses resulting from the Buyer's actions under clauses 5.9(2) or 5.9(3).

# 6. TIME

## 6.1 Time of the Essence

Time is of the essence of this contract, except regarding any agreement between the parties on a time of day for settlement before 4pm.

## 6.2 Extension of Settlement Date

- (1) Despite clause 6.1, either party may, at any time up to 4pm on the Settlement Date, extend the Settlement Date by giving a notice under this clause (an "**Extension Notice**") nominating a new date for settlement which must be no later than 5 Business Days after the Scheduled Settlement Date.
- (2) The Settlement Date will be the date specified in the Extension Notice and time is of the essence in respect of this date.



- (3) More than one Extension Notice may be given under clause 6.2(1) but the new date for settlement nominated in an Extension Notice may not be a date later than 5 Business Days after the Scheduled Settlement Date.
- (4) In this clause 6.2, "**Scheduled Settlement Date**" means the Settlement Date specified in the Reference Schedule as extended:
  - (a) under section 79, 80 or 81 of the *Property Law Act 2023*;
  - (b) under clause 6.3; or
  - (c) by agreement of the parties,
 but excluding any extension of the Settlement Date as a result of the operation of this clause 6.2.

### 6.3 Extension of Settlement Date – Late Unsigning

- If:
- (a) the Settlement is an Electronic Settlement;
  - (b) the unsigning of a party to the Electronic Workspace occurs between 3pm and 4pm on the Settlement Date due to a change made to the Electronic Workspace by another party to the Electronic Workspace;
  - (c) any party to the Electronic Workspace has not re-signed the Workspace by 4pm; and
  - (d) the Settlement Date has not previously been extended under this clause 6.3,

the Settlement Date will be automatically extended to the following Business Day, unless otherwise agreed by the Buyer and Seller and time is of the essence in respect of this date.

## 7. MATTERS AFFECTING THE PROPERTY

### 7.1 Title

The Lot is sold subject to:

- (a) any reservations or conditions on the title or the original Deed of Grant (if freehold); or
- (b) the Conditions of the State Lease (if leasehold).

### 7.2 Encumbrances

The Property is sold free of all Encumbrances other than the Title Encumbrances and Tenancies.

### 7.3 Requisitions

The Buyer may not deliver any requisitions or enquiries on title.

### 7.4 Seller's Warranties

- (1) Subject to clause 7.8, the Seller warrants that, at the Contract Date:
  - (a) there is no outstanding enforcement notice under section 248 of the *Building Act 1975* or section 168 of the *Planning Act 2016* that affects the Property;
  - (b) there is no outstanding show cause notice under section 246AG(1) or 247 of the *Building Act 1975* or section 167 of the *Planning Act 2016* that affects the Property;
  - (c) the Seller has not received any other communication from a competent authority that may lead to the issue of a notice referred to in clause 7.4(1)(a), 7.4(1)(b) or an Enforcement Notice;
  - (d) there are no current or threatened claims or proceedings which may lead to a Court order or writ of execution affecting the Property;
  - (e) there is no outstanding obligation on the Seller to give notice to the administering authority under the *Environmental Protection Act 1994* of a notifiable activity being conducted on the Lot; and

- (f) the Seller is not aware of any facts or circumstances that may lead to the Lot being classified as contaminated land within the meaning of the *Environmental Protection Act 1994*.

- (2) Subject to clause 7.8, the Seller warrants that, at settlement:

- (a) if the Lot is freehold: it will be the registered owner of an estate in fee simple in the Lot and will own the rest of the Property;
- (b) if the Lot is leasehold: it will be the registered lessee, the lease is not liable to forfeiture because of default under the lease, and it will own the rest of the Property;
- (c) it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and
- (d) there will be no unsatisfied Court order or writ of execution affecting the Property.

- (3) Subject to clause 7.8, if the Seller breaches a warranty in clause 7.4(1) or 7.4(2), without limiting any other remedy, the Buyer may terminate this contract by notice to the Seller given before settlement.

- (4) The Seller warrants that:

- (a) the statements made by the Seller in the Reference Schedule under Residential Tenancy Agreements and Rooming Accommodation Agreements are true and correct; and
- (b) if there are Tenancies, the current rent complies with the requirements of sections 91 and 93 of the RTRA Act, as those sections applied on the date of each Tenancy.

- (5) If the Seller's warranty in clause 7.4(4) is incorrect, the Buyer's only remedy against the Seller is for compensation. The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.4(5).

- (6) The Seller does not warrant that the Present Use is lawful.

### 7.5 Survey and Mistake

- (1) The Buyer may survey the Lot.

- (2) If:
  - (a) there is an error in the boundaries or area of the Lot;
  - (b) there is an encroachment by structures onto or from the Lot;
  - (c) there are Services that pass through the Lot which do not service the Lot and are not protected by any Encumbrance to which this sale is subject; or
  - (d) there is a mistake or omission in this contract in describing the Property or the Seller's title to it, which is material, the Buyer may terminate this contract by notice to the Seller given before settlement.

- (3) If a matter referred to in clause 7.5(2) is:

- (a) immaterial; or
- (b) material, but the Buyer elects to complete this contract,

the Buyer's only remedy against the Seller is for compensation, but only if claimed by the Buyer in writing on or before settlement.

- (4) The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.5(3).

## 7.6 Requirements of Authorities

- (1) Any Enforcement Notice issued before the Contract Date must be fully complied with by the Seller before the Settlement Date unless details of the Enforcement Notice were disclosed to the Buyer in accordance with clause 7.8.
- (2) If the Seller fails to comply with clause 7.6(1), the Buyer is entitled to claim the reasonable cost of complying with the Enforcement Notice from the Seller after settlement as a debt.
- (3) The Buyer must comply with any Enforcement Notice:
  - (a) issued on or after the Contract Date; or
  - (b) issued before the Contract Date if details of the Enforcement Notice were disclosed to the Buyer in accordance with clause 7.8.
- (4) However, if any Enforcement Notice referred to in clause 7.6(3) is required to be complied with before the Settlement Date:
  - (a) the Seller must comply with the Enforcement Notice; and
  - (b) at settlement, the Buyer must pay the reasonable costs incurred by the Seller in doing so,unless the Buyer directs the Seller not to and indemnifies the Seller against any liability incurred for failure to comply with the Enforcement Notice.
- (5) Nothing in this clause 7.6 limits any claim for a breach of the Seller's warranties in clauses 7.4(1)(a), (b) and (c).

## 7.7 Property Adversely Affected

- (1) Subject to clause 7.8, if at the Contract Date:
  - (a) the Present Use is not lawful under the relevant planning scheme;
  - (b) the Lot is affected by a proposal of any competent authority to alter the dimensions of any Transport Infrastructure or locate Transport Infrastructure on the Lot;
  - (c) access to the Lot passes unlawfully through other land;
  - (d) any Services to the Lot which pass through other land are not protected by a registered easement, building management statement or by statutory authority;
  - (e) any competent authority has issued a current notice of intention to resume, regarding any part of the Lot;
  - (f) there is an outstanding condition of a development approval attaching to the Lot under section 73 of the *Planning Act 2016* or section 96 of the *Economic Development Queensland Act 2012* which, if complied with, would constitute a material mistake or omission in the Seller's title under clause 7.5(2)(d);
  - (g) the Property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List; or
  - (h) the Property is declared acquisition land under the *Queensland Reconstruction Authority Act 2011*,the Buyer may terminate this contract by notice to the Seller given before settlement.
- (2) If the Buyer settles this contract, the Buyer will be treated as having accepted the Property subject to all of the matters referred to in clause 7.7(1).

## 7.8 Effect of Pre-Contract Disclosure

- (1) Clauses 7.4(1), 7.4(2), 7.5, 7.6(1) and 7.7 do not apply to the extent that any relevant fact or circumstance has been disclosed by the Seller to the Buyer:
  - (a) in this contract; or
  - (b) in the Seller Disclosure Statement; or
  - (c) otherwise in writing before the Buyer signed this contract.
- (2) If the Seller is required to comply with section 99 of the *Property Law Act 2023* in relation to this contract:
  - (a) the Buyer may not terminate the contract under clause 7.4(3) for a breach of the Seller's warranties in clauses 7.4(1)(a) and 7.4(1)(b); and
  - (b) clauses 7.7(1)(e) and (g) do not apply.

*[Note in this case the Buyer's rights are governed by section 104 of the Property Law Act 2023]*

## 7.9 Compliant Smoke Alarms

- (1) The Seller must install smoke alarms in any domestic dwelling on or comprising the Lot in accordance with the Smoke Alarm Requirement Provision by the Settlement Date.
- (2) If the Seller fails to comply with clause 7.9(1), the Buyer is entitled to an adjustment at settlement equal to 0.15% of the Purchase Price but only if claimed by the Buyer in writing on or before settlement. This is the Buyers only remedy for non-compliance with clause 7.9(1).
- (3) Nothing in this clause requires the Seller to provide evidence of compliance with clause 7.9(1).

## 7.10 Dividing Fences

Notwithstanding any provision in the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011*, the Seller need not contribute to the cost of building any dividing fence between the Lot and any adjoining land owned by it. The Buyer waives any right to claim contribution from the Seller.

## 7.11 Authority for Buyer's Searches

The Seller authorises the Buyer to inspect records held by any authority, including Security Interests on the PPSR, relating to the Property.

## 8. RIGHTS AND OBLIGATIONS UNTIL SETTLEMENT

### 8.1 Risk

The Property is at the Buyer's risk from 5pm on the first Business Day after the Contract Date.

### 8.2 Access

After reasonable notice to the Seller, the Buyer and its consultants may enter the Property:

- (1) once to read any meter;
- (2) for inspections under clause 4.2;
- (3) once to value the Property;
- (4) once to carry out an inspection for smoke alarms installed in any domestic dwelling on or comprising the Lot; and
- (5) once to inspect the Property before settlement.

### 8.3 Seller's Obligations After Contract Date

- (1) The Seller must use the Property reasonably until settlement. The Seller must not do anything regarding the Property or Tenancies that may significantly alter them or result in later expense for the Buyer.
- (2) The Seller must promptly upon receiving any notice, proceeding or order that affects the Property or requires work or expenditure on the Property, give a copy to the Buyer.

- (3) Without limiting clause 8.3(1), the Seller must not without the prior written consent of the Buyer, give any notice or seek or consent to any order that affects the Property or make any agreement affecting the Property that binds the Buyer.

#### 8.4 Information Regarding the Property

Upon written request of the Buyer but in any event before settlement, the Seller must give the Buyer:

- (1) copies of all documents relating to any unregistered interests in the Property;
- (2) full details of the Tenancies to allow the Buyer to properly manage the Property after settlement, including the following documents if requested by the Buyer at least 7 days before settlement and provided the documents are in the Seller's possession:
  - (a) the entry condition report;
  - (b) the most recent routine inspection report;
  - (c) the RTA Form 2 Bond Lodgement form; and
  - (d) the current Tenant's tenancy application;
- (3) sufficient details (including the date of birth of each Seller who is an individual) to enable the Buyer to undertake a search of the PPSR;
- (4) the Local Government rate account number for the Lot; and
- (5) further copies or details if those previously given cease to be complete and accurate.

#### 8.5 Possession Before Settlement

If possession is given before settlement:

- (1) the Buyer must maintain the Property in substantially its condition at the date of possession, fair wear and tear excepted;
- (2) entry into possession is under a licence personal to the Buyer revocable at any time and does not:
  - (a) create a relationship of landlord and tenant; or
  - (b) waive the Buyer's rights under this contract;
- (3) the Buyer must insure the Property to the Seller's satisfaction; and
- (4) the Buyer indemnifies the Seller against any expense or damages incurred by the Seller as a result of the Buyer's possession of the Property.

### 9. PARTIES' DEFAULT

#### 9.1 Seller and Buyer May Affirm or Terminate

- (1) If the Seller or Buyer, as the case may be, fails to comply with an Essential Term, or makes a fundamental breach of an intermediate term, the Seller (in the case of the Buyer's default) or the Buyer (in the case of the Seller's default) may affirm or terminate this contract under this clause.
- (2) Clause 9.1 does not limit any other right or remedy of the parties including those under this Contract or any right at law or in equity.

#### 9.2 If Seller Affirms

If the Seller affirms this contract under clause 9.1, it may sue the Buyer for:

- (1) damages;
- (2) specific performance; or
- (3) damages and specific performance.

#### 9.3 If Buyer Affirms

If the Buyer affirms this contract under clause 9.1, it may sue the Seller for:

- (1) damages;
- (2) specific performance; or
- (3) damages and specific performance.

#### 9.4 If Seller Terminates

If the Seller terminates this contract under clause 9.1, it may do all or any of the following:

- (1) resume possession of the Property;
- (2) forfeit the Deposit and any interest earned;
- (3) sue the Buyer for damages;
- (4) resell the Property.

#### 9.5 If Buyer Terminates

If the Buyer terminates this contract under clause 9.1, it may do all or any of the following:

- (1) recover the Deposit and any interest earned;
- (2) sue the Seller for damages.

#### 9.6 Seller's Resale

- (1) If the Seller terminates this contract and resells the Property, the Seller may recover from the Buyer as liquidated damages:
  - (a) any deficiency in price on a resale; and
  - (b) its expenses connected with any repossession, any failed attempt to resell, and the resale, provided the resale settles within 2 years of termination of this contract.
- (2) Any profit on a resale belongs to the Seller.

#### 9.7 Seller's Damages

The Seller may claim damages for any loss it suffers as a result of the Buyer's default, including its legal costs on an indemnity basis.

#### 9.8 Buyer's Damages

The Buyer may claim damages for any loss it suffers as a result of the Seller's default, including its legal costs on an indemnity basis.

#### 9.9 Interest on Late Payments

- (1) The Buyer must pay interest at the Default Interest Rate:
  - (a) on any amount payable under this contract which is not paid when due; and
  - (b) on any judgement for money payable under this contract.
- (2) Interest continues to accrue:
  - (a) under clause 9.9(1)(a), from the date it is due until paid; and
  - (b) under clause 9.9(1)(b), from the date of judgement until paid.
- (3) Any amount payable under clause 9.9(1)(a) in respect of a period prior to settlement must be paid by the Buyer at settlement. If this contract is terminated or if any amount remains unpaid after settlement, interest continues to accrue.
- (4) Nothing in this clause affects any other rights of the Seller under this contract or at law.

### 10. GST

#### 10.1 Definitions

- (1) Words and phrases defined in the GST Act have the same meaning in this contract unless the context indicates otherwise.
- (2) A reference to a party paying an amount of GST, or receiving an Input Tax Credit, includes that amount being paid or received by its Representative Member, Joint Venture Operator or other similar person.

#### 10.2 No GST is payable or Purchase Price includes GST

If the GST section of the Reference Schedule specifies that *No GST is payable or Purchase Price includes GST* or is not completed, this clause 10.2 applies and the Buyer is not obliged to pay any additional amount to the Seller on account of GST on the Supply of the Property.



### 10.3 Purchase Price Does Not Include GST

If the GST section of the Reference Schedule specifies that *the Buyer must pay GST in addition to the Purchase Price*, this clause 10.3 applies and the Buyer must on the Settlement Date pay to the Seller in addition to the Purchase Price an amount equivalent to the amount payable by the Seller as GST on the Supply of the Property.

### 10.4 Margin Scheme

If the GST section of the Reference Schedule specifies *Margin Scheme* this clause 10.4 applies and:

- (1) the Purchase Price includes the Seller's liability for GST on the Supply of the Property. The Buyer is not obliged to pay any additional amount to the Seller on account of GST on the Supply of the Property.
- (2) the Seller:
  - (a) must apply the Margin Scheme to the Supply of the Property; and
  - (b) warrants that the Margin Scheme is able to be applied;
- (3) if the Seller breaches clause 10.4(2)(a) or its warranty under clause 10.4(2)(b) then:
  - (a) the Buyer may terminate this contract if it becomes aware of the breach prior to the Settlement Date;
  - (b) if the Buyer does not terminate this contract under clause 10.4(3)(a) or does not become aware of the breach until after the Settlement Date, it must pay to the Seller an amount equal to the Input Tax Credit which the Buyer will receive for GST payable for the Supply of the Property. Payment must be made when the Buyer receives the benefit of the Input Tax Credit;
  - (c) the Buyer is entitled to compensation from the Seller for any loss incurred as a result of the breach of clause 10.4(2).

### 10.5 Going Concern

If the GST section of the Reference Schedule specifies *Going Concern* this clause 10.5 applies and:

- (1) the Purchase Price does not include any amount for GST;
- (2) the parties agree the Supply of the Property is a Supply (or part of a Supply) of a Going Concern;
- (3) the Seller warrants that:
  - (a) between the Contract Date and the Settlement Date the Seller will carry on the Enterprise; and
  - (b) the Property (together with any other things that must be provided by the Seller to the Buyer at the Settlement Date under a related agreement for the same Supply) is all of the things necessary for the continued operation of the Enterprise;
- (4) the Buyer warrants that at the Settlement Date it is Registered or Required to be Registered under the GST Act;
- (5) if either of the warranties in clause 10.5(3) is breached:
  - (a) the Buyer may terminate this contract if it becomes aware of the breach prior to the Settlement Date;
  - (b) if the Buyer does not terminate this contract then, at the Settlement Date, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property;

- (c) if the Buyer does not become aware of the breach until after the Settlement Date, it must pay to the Seller an amount equal to the Input Tax Credit which the Buyer will receive for GST payable in respect of the Supply of the Property. Payment must be made when the Buyer receives the benefit of the Input Tax Credit;
  - (d) the Buyer is entitled to compensation from the Seller for any loss incurred as a result of the breach of the warranty;
- (6) if the warranty in clause 10.5(4) is not correct the Buyer must pay to the Seller an amount equal to the GST payable in respect of the Supply of the Property, including any interest and penalties payable by the Seller in respect of this Supply. Payment must be made at the Settlement Date or, if settlement has occurred, immediately upon receipt of a Tax Invoice in accordance with clause 10.8;
- (7) if for any reason other than a breach of a warranty by the Seller or the Buyer this transaction is not a Supply of a Going Concern, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property. Payment must be made at the Settlement Date or, if settlement has occurred, immediately upon receipt of a Tax Invoice in accordance with clause 10.8.

### 10.6 Farm Land

If the GST section of the Reference Schedule specifies *Farm Land* this clause 10.6 applies and:

- (1) the Purchase Price does not include any amount for GST;
- (2) the parties agree the Supply of the Property is a Supply (or part of a Supply) of farm land for farming;
- (3) the Seller warrants that:
  - (a) a Farming Business has been carried on the Property for at least five years preceding the day of the Supply; and
  - (b) the Farming Business will continue until the day of the Supply.
- (4) the Buyer warrants that it intends to carry on a Farming Business on the Property;
- (5) if either of the warranties in clause 10.6(3) is breached:
  - (a) the Buyer may terminate this contract if it becomes aware of the breach prior to the Settlement Date;
  - (b) if the Buyer does not terminate this contract then, at the Settlement Date, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property;
  - (c) if the Buyer does not become aware of the breach until after the Settlement Date, it must pay to the Seller an amount equal to the Input Tax Credit which the Buyer will receive for GST payable in respect of the Supply of the Property. Payment must be made when the Buyer receives the benefit of the Input Tax Credit;
  - (d) the Buyer is entitled to compensation from the Seller for any loss incurred as a result of the breach of the warranty;
- (6) if the warranty in clause 10.6(4) is not correct the Buyer must pay to the Seller an amount equal to the GST payable in respect of the Supply of the Property, including any interest and payables payable by the Seller in respect of this Supply. Payment must be made at the Settlement Date or, if settlement has occurred, immediately upon receipt of a Tax Invoice in accordance with clause 10.8;

- (7) if for any reason other than a breach of a warranty by the Seller or the Buyer this transaction is not a Supply of farm land for farming, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property. Payment must be made at the Settlement Date or, if settlement has occurred, immediately upon receipt of a Tax Invoice in accordance with clause 10.8.

## 10.7 Adjustments

- (1) Where this contract requires an adjustment or apportionment of Outgoings or Rent, that adjustment or apportionment must be made to:
  - (a) the amount of the Outgoing, exclusive of any GST for which an Input Tax Credit may be claimed; and
  - (b) the amount of Rent or profit excluding an amount of GST which must be paid to the Australian Taxation Office.
- (2) The GST payable under clause 10.3 is correspondingly increased or decreased by any subsequent adjustment to the amount of GST for the Supply for which the Supplier is liable, however caused.

## 10.8 Tax Invoice

Where GST is payable on the Supply of the Property, the Seller must give to the Buyer a Tax Invoice at the Settlement Date or on any later date on which the Buyer is required to pay GST under clause 10.5 or 10.6.

## 10.9 Remedies

The remedies provided in clauses 10.4(3), 10.5(5), 10.5(6), 10.6(5) and 10.6(6) are in addition to any other remedies available to the aggrieved party.

# 11. GENERAL

## 11.1 Foreign Buyer Approval

The Buyer warrants that either:

- (a) the Buyer's purchase of the Property is not a notifiable action; or
- (b) the Buyer has received a no objection notification, under the *Foreign Acquisitions and Takeovers Act 1975*.

## 11.2 Duty

The Buyer must pay all duty on this contract.

## 11.3 Notices

- (1) Notices under this contract must be in writing.
- (2) Notices under this contract or notices required to be given by law may be given and received by the party's solicitor.
- (3) Notices under this contract or notices required to be given by law may be given by:
  - (a) delivering or posting to the other party or its solicitor; or
  - (b) sending it to the email address of the other party or its solicitor stated in the Reference Schedule (or another email address notified by the recipient to the sender).
- (4) Subject to clause 11.3(5), a notice given after this contract is entered into in accordance with clause 11.3(3) will be treated as given:
  - (a) 5 Business Days after posting; or
  - (b) if sent by email, at the time it is sent.
- (5) Notices given by personal delivery or by email between 5pm on a Business Day (the "first Business Day") and 9am on the next Business Day (the "second Business Day") will be treated as given or delivered at 9am on the second Business Day.
- (6) If two or more notices are treated as given at the same time under clause 11.3(5), they will be treated as given in the order in which they were sent or delivered.

- (7) Notices or other written communications by a party's solicitor (for example, varying the Inspection Date, Finance Date or Settlement Date) will be treated as given with that party's authority.
- (8) Subject to the requirements of any law, for the purposes of clause 11.3(3)(b) and clause 11.5 the notice or information may be contained within an email, as an attachment to an email or located in an electronic repository accessible by the recipient by clicking a link in an email.
- (9) A communication given using a messaging system in an ELNO System is not a notice for the purpose of this contract.

## 11.4 Electronic Signing

If this contract is signed by any person using an Electronic Signature, the Buyer and the Seller:

- (a) agree to enter into this contract in electronic form; and
- (b) consent to either or both parties signing the contract using an Electronic Signature.

## 11.5 Pre-contract Disclosure

The Buyer consents to the Seller's use of electronic communication to give any notice or information required by law to be given to the Buyer (including a Seller Disclosure Statement) which was given before the Buyer signed this contract.

## 11.6 Business Days

- (1) If the Settlement Date, Finance Date or Inspection Date fall on a day that is not a Business Day, then it falls on the next Business Day.
- (2) If anything else (other than payment of all or part of the Deposit) is required to be done on a day that is not a Business Day, it must be done instead on the next Business Day.

## 11.7 Rights After Settlement

Despite settlement and registration of the transfer, any term of this contract that can take effect after settlement or registration remains in force.

## 11.8 Further Acts

If requested by the other party, each party must, at its own expense, do everything reasonably necessary to give effect to this contract.

## 11.9 Severance

If any term or part of a term of this contract is or becomes legally ineffective, invalid or unenforceable in any jurisdiction it will be severed and the effectiveness, validity or enforceability of the remainder will not be affected.

## 11.10 Interpretation

### (1) Plurals and Genders

Reference to:

- (a) the singular includes the plural and the plural includes the singular;
- (b) one gender includes each other gender;
- (c) a person includes a body corporate; and
- (d) a party includes the party's executors, administrators, successors and permitted assigns.

### (2) Parties

- (a) If a party consists of more than one person, this contract binds them jointly and each of them individually.
- (b) A party that is a trustee is bound both personally and in its capacity as a trustee.

### (3) Acts and Regulations

Reference to an Act, regulation or statutory form includes all amendments, consolidations or replacements of them.

(4) **Inconsistencies**

If there is any inconsistency between any provision added to this contract and the printed provisions, the added provision prevails.

(5) **Headings**

Headings are for convenience only and do not form part of this contract or affect its interpretation.

(6) **Calculating Time**

If anything is permitted or required to be done:

- (a) a number of days or Business Days before a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date;

Example: if the Settlement Date falls on a Friday, 2 days before the Settlement Date is Wednesday.

- (b) "at least" a number of days or Business Days before a specified date or a clear number of days or Business Days before a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date and excluding the day on which the thing may or must be done;

Example: if the Settlement Date falls on a Friday, at least 2 days before the Settlement Date or 2 clear days before the Settlement Date is Tuesday.

- (c) a number of days or Business Days after a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date.

Example: if the Contract Date falls on a Monday, 2 days after the Contract Date is Wednesday.

**11.11 Counterparts**

- (1) This contract may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same contract.
- (2) A counterpart may be electronic and signed using an Electronic Signature.

**12. ADDITIONAL PROVISIONS FOR COMMUNITY TITLE LOTS**

**12.1 When clause applies**

This clause 12 applies if the Lot is a lot in a community titles scheme under the *Body Corporate and Community Management Act 1997*.

**12.2 Additional Definitions**

- (1) The following additional definitions apply:

- (a) "**Body Corporate**" means the body corporate of the Scheme.
- (b) "**Body Corporate Debt**" has the meaning in the Regulation Module but excludes the Body Corporate Levies for the period which includes the Settlement Date;
- (c) "**Body Corporate Levies**" means regular periodic contributions levied on the owner of the Lot (including, if applicable, levied under an exclusive use by-law) excluding any Special Contribution;
- (d) "**Exclusive Use Area**" means part of the common property for the Scheme allocated to the Lot under an exclusive use by-law;
- (e) "**Principal Body Corporate**" means, where the Scheme is a subsidiary scheme in a layered arrangement of community titles schemes, the body corporate for each higher scheme;
- (f) "**Scheme**" means the community titles scheme containing the Lot;
- (g) "**Scheme Land**" means the scheme land (as defined in the *Body Corporate and Community Management Act 1997*) for the Scheme;

- (h) "**Special Contribution**" means an amount levied by the Body Corporate on the owner of the Lot under the Regulation Module for a liability for which no provision or inadequate provision has been made in the budget of the Body Corporate;

- (i) "**Regulation Module**" means the regulation module for the Scheme.

- (2) The following definitions in clause 1.1 are modified as stated:

- (a) "**Outgoings**" also includes Body Corporate Levies;
- (b) "**Property**" also includes the right to any Exclusive Use Areas except in clause 7.4(2)(a);
- (c) "**Reserved Items**" also includes all chattels in the Exclusive Use Areas which are not Included Chattels.

- (3) For clauses 3.5(1)(c)(i) and 3.5(7) the references to "authority" include the Body Corporate.

- (4) Words and phrases defined in the *Body Corporate and Community Management Act 1997* have the same meaning in clause 12 unless the context indicates otherwise.

**12.3 Body Corporate Records Inspection**

- (1) This contract is conditional upon the Buyer being satisfied that it will not be materially prejudiced by any circumstances discovered on an inspection of the Body Corporate's records by the Records Inspection Date. The Buyer must take all reasonable steps to inspect the records.
- (2) The Buyer must give notice to the Seller that:
- (a) the Buyer:
- (i) despite taking all reasonable steps has been unable to inspect the Body Corporate's records by the Records Inspection Date; or
- (ii) is not satisfied with its inspection in accordance with 12.3(1), and the Buyer terminates this contract; or
- (b) clause 12.3(1) has been either satisfied or waived by the Buyer.
- (3) If the Buyer terminates this contract and the Seller asks the Buyer for further details the Buyer must give written reasons to the Seller without delay.
- (4) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 12.3(2) by 5pm on the Records Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- (5) The Seller's right under clause 12.3(4) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 12.3(2).

**12.4 Adjustment of Land Tax**

- (1) For clause 3.5(4), the Site Value of the Lot will be calculated in accordance with section 29 of the *Land Tax Act 2010*.
- (2) If there is no separate Site Value for the Scheme Land, clause 3.5(5) applies as if each reference to the Lot was a reference to the Scheme Land.

**12.5 Body Corporate Debts**

- (1) The Seller is liable for:
- (a) any Special Contribution for which a levy notice has been issued on or before the Contract Date; and
- (b) any other Body Corporate Debt (including any penalty or recovery cost resulting from non-payment of a Body Corporate Debt) owing in respect of the Lot at settlement.



- (2) The Buyer is liable for any Special Contribution levied after the Contract Date.
- (3) If an amount payable by the Seller under clause 12.5(1) is unpaid at the Settlement Date:
  - (a) for an Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the relevant amount to the Body Corporate;
  - (b) otherwise, the Buyer may deduct the relevant amount from the Balance Purchase Price at settlement and must pay it promptly to the Body Corporate.
- (4) For the purposes of clause 12.5(1), an amount payable under an exclusive use by-law will be treated as levied on the date it is due.

#### 12.6 Notice of purchase to Body Corporate

- (1) The Buyer must:
  - (a) complete and sign a *BCCM Form 8 Information for body corporate roll ("Form 8")* and provide a copy to the Seller on or before settlement; and
  - (b) provide the Form 8 to the Body Corporate promptly after settlement.
- (2) If the Buyer fails to comply with clause 12.6(1)(b), the Buyer authorises the Seller to provide the copy of the Form 8 to the Body Corporate.

#### 12.7 Title

For clause 7.1, the Lot is also sold subject to the *Body Corporate and Community Management Act 1997*, the by-laws of the Body Corporate and, if the Scheme is a subsidiary scheme, the by-laws of each body corporate which apply to the Scheme.

#### 12.8 Encumbrances

For clause 7.2, the Property is also sold subject to the statutory easements implied by Part 6A of the *Land Title Act 1994* and interests registered on the common property for the Scheme.

#### 12.9 Seller's Additional Warranties

- (1) The Seller warrants that at the Contract Date, except as disclosed in this contract or the Seller Disclosure Statement:
  - (a) the Seller:
    - (i) has not received notice of a meeting of the Body Corporate to consider; and
    - (ii) is not aware of a resolution of the Body Corporate, consenting to the recording of a new community management statement for the Scheme differing from the community management statement recorded for the Scheme at the Contract Date; and
  - (b) all necessary Body Corporate consents to improvements made to common property and which benefit the Lot or the registered owner of the Lot are in force; and
  - (c) the Seller has not received notice of a by-law contravention relating to the Lot from the Body Corporate or a Principal Body Corporate which has not been fully complied with or otherwise remains in effect.
- (2) If the Seller breaches a warranty in clause 12.9(1) and, as a result, the Buyer is materially prejudiced, the Buyer may terminate this contract by notice to the Seller given before settlement but may not claim damages or compensation.
- (3) Clauses 12.9(1) and 12.9(2) do not restrict any statutory rights the Buyer may have which cannot be excluded by this contract.

#### 12.10 Body Corporate Meetings

- (1) The Seller must promptly give the Buyer a copy of:
  - (a) any notice it receives of a proposed meeting of the Body Corporate and any Principal Body Corporate to be held after the Contract Date; and
  - (b) resolutions passed at that meeting and prior to settlement.
- (2) The Buyer may terminate this contract by notice in writing to the Seller given before settlement if it is materially prejudiced by any resolution of the Body Corporate or a Principal Body Corporate passed after the Contract Date other than a resolution, details of which are disclosed to the Buyer in this contract or in the Seller Disclosure Statement.
- (3) In clause 12.10(2) a resolution includes a decision of the Body Corporate Committee to consent to recording a new community management statement.
- (4) If the Buyer is not given a copy of the resolutions before settlement, it may sue the Seller for damages.

#### 12.11 Property Adversely Affected

For clause 7.7(1)(b), (c), (d) and (e), references to the Lot are taken to include any part of the Scheme Land.

### 13. ADDITIONAL PROVISIONS FOR BUGTA LOTS

#### 13.1 When clause applies

This clause 13 applies if the Lot is a lot in a Parcel to which the *Building Units and Group Titles Act 1980* applies.

#### 13.2 Additional Definitions

- (1) The following additional definitions apply:
  - (a) "**Body Corporate**" means the body corporate under the *Building Units and Group Titles Act 1980* for the Parcel;
  - (b) "**Body Corporate Debt**" has the same meaning as 'relevant body corporate debt' in section 41A of the *Building Units and Group Titles Act 1980* but excludes the Body Corporate Levies for the period which includes the Settlement Date;
  - (c) "**Body Corporate Levies**" means regular periodic contributions levied on the owner of the Lot (including, if applicable, levied under an exclusive use by-law) excluding any Special Contribution;
  - (d) "**Exclusive Use Area**" means part of the common property of the Parcel allocated to the Lot under an exclusive use by-law;
  - (e) "**Parcel**" has the meaning in the *Building Units and Group Titles Act 1980*;
  - (f) "**Principal Body Corporate**" means:
    - (i) a body corporate under the Relevant Specified Act of which the Body Corporate is a member; and
    - (ii) a body corporate under the Relevant Specified Act of which a body corporate in paragraph (i) is a member;
  - (g) "**Relevant Specified Act**" means whichever of the following applies to the Lot and the Parcel:
    - (i) the *Integrated Resort Development Act 1987*; or
    - (ii) the *Mixed Use Development Act 1993*; or
    - (iii) the *Registration of Plans (H.S.P. (Nominees) Pty. Limited) Enabling Act 1980*; or
    - (iv) the *Registration of Plans (Stage 2) (H.S.P. (Nominees) Pty. Limited) Enabling Act 1984*; or
    - (v) the *Sanctuary Cove Resort Act 1985*;

- (h) “**Section 53 Notice**” means the form of notice of transfer of the Lot under section 53(2)(a) of the *Building Units and Group Titles Act 1980*;
  - (i) “**Special Contribution**” means an amount levied by the Body Corporate on the owner of the Lot under section 32(1) of the *Building Units and Group Titles Act 1980* which is not a regular periodic contribution.
- (2) The following definitions in clause 1.1 are modified as stated:
- (a) “**Outgoings**” also includes Body Corporate Levies;
  - (b) “**Property**” also includes the right to any Exclusive Use Areas except in clause 7.4(2)(a);
  - (c) “**Reserved Items**” also includes all chattels in the Exclusive Use Areas which are not Included Chattels.
- (3) For clauses 3.5(1)(c)(i) and 3.5(7) the references to “authority” include the Body Corporate.
- (4) Words and phrases defined in the *Building Units and Group Titles Act 1980* have the same meaning in this contract unless the context indicates otherwise.

### 13.3 Body Corporate Records Inspection

- (1) This contract is conditional upon the Buyer being satisfied that it will not be materially prejudiced by any circumstances discovered on an inspection of the Body Corporate’s records by the Records Inspection Date. The Buyer must take all reasonable steps to inspect the records.
- (2) The Buyer must give notice to the Seller that:
  - (a) the Buyer:
    - (i) despite taking all reasonable steps has been unable to inspect the Body Corporate’s records by the Records Inspection Date; or
    - (ii) is not satisfied with its inspection in accordance with clause 13.3(1), and the Buyer terminates this contract; or
  - (b) clause 13.3(1) has been either satisfied or waived by the Buyer.
- (3) If the Buyer terminates this contract and the Seller asks the Buyer for further details the Buyer must give written reasons to the Seller without delay.
- (4) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 13.3(2) by 5pm on the Records Inspection Date. This is the Seller’s only remedy for the Buyer’s failure to give notice.
- (5) The Seller’s right under clause 13.3(4) is subject to the Buyer’s continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 13.3(2).

### 13.4 Adjustment of Land Tax

- (1) For clause 3.5(4), the Site Value of the Lot will be calculated in accordance with section 29 of the *Land Tax Act 2010*.
- (2) If there is no separate Site Value for the Parcel, clause 3.5(5) applies as if each reference to the Lot was a reference to the Parcel.

### 13.5 Body Corporate Debts

- (1) The Seller is liable for:
  - (a) any Special Contribution for which a levy notice has been issued on or before the Contract Date; and
  - (b) any other Body Corporate Debt (including any penalty or recovery cost resulting from non-payment of a Body Corporate Debt) owing in respect of the Lot at settlement.
- (2) The Buyer is liable for any Special Contribution levied after the Contract Date.

- (3) If an amount payable by the Seller under clause 13.5(1) is unpaid at the Settlement Date,
  - (a) for an Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the relevant amount to the Body Corporate;
  - (b) otherwise, the Buyer may deduct the specified amount from the Balance Purchase Price at settlement and must pay it promptly to the Body Corporate.
- (4) For the purposes of clause 13.5(1), an amount payable under an exclusive use by-law will be treated as levied on the date it is due.

### 13.6 Section 53 Notices

- (1) The Buyer must:
  - (a) complete and sign Section 53 Notice and provide a copy to the Seller on or before settlement; and
  - (b) provide the Section 53 Notice to the Body Corporate promptly after settlement.
- (2) If the Buyer fails to comply with clause 13.6(1)(b), the Buyer authorises the Seller to provide the copy of the Section 53 Notice to the Body Corporate.

### 13.7 Title

For clause 7.1, the Lot is also sold subject to the *Building Units and Group Titles Act 1980*, the Relevant Specified Act, the by-laws of the Body Corporate and any other by-laws under the Relevant Specified Act which apply to the Parcel.

### 13.8 Encumbrances

For clause 7.2, the Property is also sold subject to:

- (a) the easements implied or created by sections 15 to 17 of the *Building Units and Group Titles Act 1980*;
- (b) the easements implied or created by the Relevant Specified Act; and
- (c) interests registered on the common property for the Parcel.

### 13.9 Seller’s Additional Warranties

- (1) The Seller warrants that at the Contract Date, except as disclosed in this contract or the Seller Disclosure Statement:
  - (a) the Seller:
    - (i) has not received notice of a meeting of the Body Corporate to consider; and
    - (ii) is not aware of a resolution of the Body Corporate, to amend, add to or repeal the by-laws for the Parcel as recorded on the plan for the Parcel at the Contract Date;
  - (b) all Body Corporate consents to improvements made to common property and which benefit the Lot or the registered owner of the Lot are in force; and
  - (c) the Seller has not received notice of a by-law contravention relating to the Lot from the Body Corporate or a Principal Body Corporate which has not been fully complied with or otherwise remains in effect.
- (2) If the Seller breaches a warranty in clause 13.9(1), and, as a result, the Buyer is materially prejudiced, the Buyer may terminate this contract by notice to the Seller given before settlement but may not claim damages or compensation.
- (3) Clauses 13.9(1) and 13.9(2) do not restrict any statutory rights the Buyer may have which cannot be excluded by this contract.



### **13.10 Body Corporate Meetings**

- (1) The Seller must promptly give the Buyer a copy of:
  - (a) any notice it receives of a proposed meeting of the Body Corporate or a Principal Body Corporate to be held after the Contract Date; and
  - (b) resolutions passed at that meeting and prior to settlement.
- (2) The Buyer may terminate this contract by notice in writing to the Seller given before settlement if:
  - (a) a resolution of the Body Corporate or a Principal Body Corporate is passed after the Contract Date; and
  - (b) the Buyer would be materially prejudiced if required to settle this contract,unless details of the resolution were disclosed to the Buyer in this contract or the Seller Disclosure Statement.

### **13.11 Property Adversely Affected**

For clause 7.7(1)(b), (c), (d) and (e), references to the Lot are taken to include any part of the Parcel.

# Seller disclosure statement



Property Law Act 2023 section 99

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

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

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

This statement does not include information about:

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

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

## Part 1 – Seller and property details

Seller Sunshine Corporation Pty Ltd ACN 608 319 553 as trustee for Instrument 716982384

Property address 3 Brandon Court, Beenleigh  
(referred to as the  
“property” in this  
statement)

Lot on plan description 152 /RP150575

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

☐ Yes

☒ No

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

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

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

### Title details

The seller gives or has given the buyer the following—

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

☒ Yes

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

☒ Yes

**Registered encumbrances**

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.

You should seek legal advice about your rights and obligations before signing the contract.

**Unregistered encumbrances (excluding statutory encumbrances)**

There are encumbrances not registered on the title that will continue to ☐ Yes ☒ No affect the property after **settlement**.

**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.

**Unregistered lease (if applicable)**

If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:

» the start and end day of the term of the lease:

» the amount of rent and bond payable:

» whether the lease has an option to renew:

**Other unregistered agreement in writing (if applicable)**

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. ☐ Yes

**Unregistered oral agreement (if applicable)**

If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:

**Statutory encumbrances**

There are statutory encumbrances that affect the property. ☒ Yes ☐ No

*If Yes, the details of any statutory encumbrances are as follows:*

NBN Communications Assets – see attached DBYD report

Telstra Cables – see attached DBYD report

Sewerage Pipe, Sewerage Manhole, Water Hydrant – see attached DBYD report

Fire Ant Suppression Treatment Area – see attached DBYD report

**Residential tenancy or rooming accommodation agreement**

The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the *Residential Tenancies and Rooming Accommodation Act 2008* during the last 12 months. ☒ Yes ☐ No

If **Yes**, when was the rent for the premises or each of the residents' rooms last increased? (*Insert date of the most recent rent increase for the premises or rooms*)

23.02.2025

**Note**—Under the *Residential Tenancies and Rooming Accommodation Act 2008* the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises.

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.

## 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 *(Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 1993; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable)*:

Low Density Residential – see attached Council Zoning Map

### Transport proposals and resumptions

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. ☐ Yes ☒ No

**Refer to the attached Department of Transport & Main Roads Property Search**

The lot is affected by a notice of intention to resume the property or any part of the property. ☐ Yes ☒ No

*If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.*

\* *Transport infrastructure* has the meaning defined in the *Transport Infrastructure Act 1994*. A *proposal* means a resolution or adoption by some official process to establish plans or options that will physically affect the property.

### Contamination and environmental protection

The property is recorded on the Environmental Management Register or the Contaminated Land Register under the *Environmental Protection Act 1994*. ☐ Yes ☒ No

**Refer to the attached Contaminated Land Search.**

**The following notices are, or have been, given:**

A notice under section 408(2) of the *Environmental Protection Act 1994* (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan). ☐ Yes ☒ No

A notice under section 369C(2) of the *Environmental Protection Act 1994* (the property is a place or business to which an environmental enforcement order applies). ☐ Yes ☒ No

A notice under section 347(2) of the *Environmental Protection Act 1994* (the property is a place or business to which a prescribed transitional environmental program applies). ☐ Yes ☒ No

### Trees

There is a tree order or application under the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011* affecting the property. ☐ Yes ☒ No

**Refer to the attached QCAT Tree Register Search**

*If Yes, a copy of the order or application must be given by the seller.*

### Heritage

The property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List under the *Environment Protection and Biodiversity Conservation Act 1999* (Cwlth). ☐ Yes ☒ No

**Refer to the attached Heritage Register Search**

### Flooding

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.

**Vegetation, habitats  
and protected plants**

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.

**Refer to the attached Vegetation Management Report**

## 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

There is a relevant pool for the property.

☐ Yes

☒ No

If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.

☐ Yes

☐ No

Pool compliance certificate is given.

☐ Yes

☐ No

OR

Notice of no pool safety certificate is given.

☐ Yes

☐ No

### Unlicensed building work under owner builder permit

Building work was carried out on the property under an owner builder permit in the last 6 years.

☐ Yes

☒ No

*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.*

### Notices and orders

There is an unsatisfied show cause notice or enforcement notice under the *Building Act 1975*, section 246AG, 247 or 248 or under the *Planning Act 2016*, section 167 or 168.

☐ Yes

☒ No

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.

☐ Yes

☒ No

*If Yes, a copy of the notice or order must be given by the seller.*

### Building Energy Efficiency Certificate

If the property is a commercial office building of more than 1,000m<sup>2</sup>, a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.

### Asbestos

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](https://asbestos.qld.gov.au)) including common locations of asbestos and other practical guidance for homeowners.

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: \$1,176.56

Date Range: 01/07/2025 – 30/09/2025

Refer to the attached Rates Notice

OR

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

☐

OR

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

☐

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

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

Water

Whichever of the following applies—

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

Amount: \$472.58

Date Range: 01/07/2025 – 30/09/2025

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:

Date Range:

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

Part 6 – Community titles schemes and BUGTA schemes

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

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

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

Body Corporate and Community Management Act 1997	The property is included in a community titles scheme. (If Yes, complete the information below)	<input type="checkbox"/> Yes	<input checked="" 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.	<input type="checkbox"/> Yes	
Body Corporate Certificate	<p><b>Note</b>—If the property is part of a community titles scheme, the community management statement for the scheme contains important information about the rights and obligations of owners of lots in the scheme including matters such as lot entitlements, by-laws and exclusive use areas.</p> <p>A copy of a body corporate certificate for the lot under the <i>Body Corporate and Community Management Act 1997</i>, section 205(4) is given to the buyer.</p> <p>If <b>No</b>— An explanatory statement is given to the buyer that states:</p> <ul style="list-style-type: none"><li>» a copy of a body corporate certificate for the lot is not attached; and</li><li>» 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.</li></ul>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Statutory Warranties	<p><b>Statutory Warranties</b>—If you enter into a contract, you will have implied warranties under the <i>Body Corporate and Community Management Act 1997</i> relating to matters such as latent or patent defects in common property or body corporate assets; any actual, expected or contingent financial liabilities that are not part of the normal operating costs; and any circumstances in relation to the affairs of the body corporate that will materially prejudice you as owner of the property. There will be further disclosure about warranties in the contract.</p>		
Building Units and Group Titles Act 1980	The property is included in a BUGTA scheme (If Yes, complete the information below)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Body Corporate Certificate	<p>A copy of a body corporate certificate for the lot under the <i>Building Units and Group Titles Act 1980</i>, section 40AA(1) is given to the buyer.</p> <p>If <b>No</b>— An explanatory statement is given to the buyer that states:</p> <ul style="list-style-type: none"><li>» a copy of a body corporate certificate for the lot is not attached; and</li><li>» 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.</li></ul> <p><b>Note</b>—If the property is part of a BUGTA scheme, you will be subject to by-laws approved by the body corporate and other by-laws that regulate your use of the property and common property.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No



Signatures – SELLER



Signature of seller

Signature of seller

Sunshine Corporation Pty Ltd ACN 608 319 553 as trustee for  
Instrument 716982384

Name of seller

Name of seller

14/8/2025

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



## Registration Confirmation Statement

Queensland Titles Registry Pty Ltd  
ABN 23 648 568 101

Lodger Code: SY 00007

ANZ BANKING GROUP LTD  
LOCKEDBAG 38002  
DOCKLANDS, VIC, 8012

Title Reference:	15697143
Lodgement No:	6784249
Office:	SYMPLI

*This is the current status of the title as at 13:16 on 11/08/2025*

### ESTATE AND LAND

Estate in Fee Simple

LOT 152 REGISTERED PLAN 150575  
Local Government: LOGAN

### REGISTERED OWNER

Dealing No: 716982384 24/12/2015

SUNSHINE CORPORATION PTY LTD A.C.N. 608 319 553  
UNDER INSTRUMENT 716982384

TRUSTEE

### EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by  
Deed of Grant No. 10352201 (POR 117)

### ADMINISTRATIVE ADVICES

NIL

### UNREGISTERED DEALINGS

NIL

### DEALINGS REGISTERED

724261711 RELEASE

2323092

\*\* End of Registration Confirmation Statement \*\*

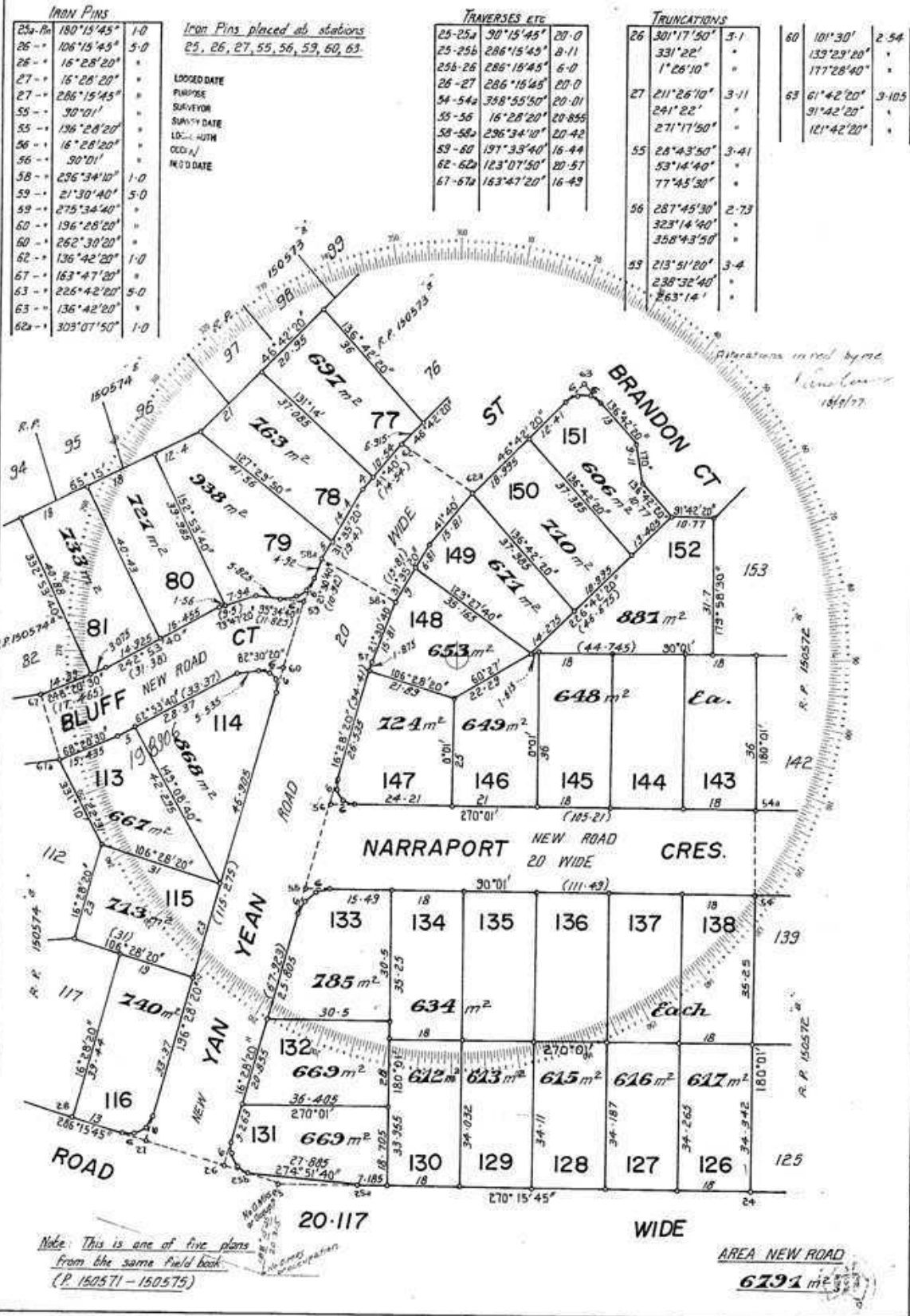
Registrar of Titles and Registrar of Water Allocations

This plan MUST NOT BE FOLDED but may be rolled.

150575

Drawing of Plan must be restricted to the space inside the blue lines

150575



Drawing of Plan must be restricted to the space inside the blue lines

150575

Lots 77-81, 113-116, 126-138, 143-152  
Cancelling ~~Balance of Lot 2 on RP 119915~~

Orig. Portion 117 (Orig. Grant 3371) SCALE 1:750 chains to each  
Town of County of Ward  
Parish of BOYD

Surveyed by J. ANDREWS 2/7/1975

CROWN COPYRIGHT RESERVED  
REGISTRAR OF TITLES, QUEENSLAND

REGISTERED

PLAN 150575

M.F.

©

This plan MUST NOT BE FOLDED but may be rolled.

*John Andrews* of *Township*  
 Authorised Surveyor, do hereby solemnly and sincerely declare that I have truthfully and truly surveyed, measured and marked on the ground the parcel of land herein referred to, and that the measurements and boundaries given in this plan are correct, and do not to the best of my belief in any way interfere with the rights or property of any persons, owners or occupiers of the land adjoining the above land, and described in the said plan, and I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the "Oaths Act, 1867-1960".

Made and Signed at *Township* this *27th* day of *September* 1977 before me:  
*[Signature]*  
 Signature of Registrar of Titles or of a Magistrate

The Council of the *Shire* of *Albion* certifies that all the requirements of this Council, the Local Government Acts of 1936 to 1976 and all By-Laws have been complied with and approves this Plan of Subdivision subject to:

Dated this *20th* day of *May* 1977  
*[Signature]* Chairman of Mayor  
*[Signature]* Town or Shire Clerk

I/We *PETER KENT DEVELOPMENT PTY. LIMITED* as proprietor/s of this land, agree to this Plan of subdivision, and dedicate the new roads shown hereon to public use.

Signature of Proprietor/s:  
*[Signature]*

THE COMMON SEAL of PETER KENT DEVELOPMENT PTY. LIMITED was hereunto affixed by authority of a resolution of the Board of Directors in the presence of GERHARD BERNHARD OTTO JOHANNES EGGERS a Director and ANTHONY FELHAM AYERS a second Director of the Company and in the presence of:

*[Signature]*  
 A Justice of the Peace

Now C.T. Ref.

Lot	Vol	Folio
1	5697	112
2		113
3		114
4		115
5		116
6		117
7		118
8		119
9		120
10		121
11		122
12		123
13		124
14		125
15		126
16		127
17		128
18		129
19		130
20		131
21		132
22		133
23		134
24		135

Now C.T. Ref.

Lot	Vol	Folio
1	2687	130
2		131
3		132
4		133
5		134
6		135
7		136
8		137
9		138
10		139
11		140
12		141
13		142
14		143
15		144
16		145

Particulars entered in Register Book  
 Vol. *4925* Folio *96*  
 the *20th* day of *May* 19 *77* at *14.04*  
*[Signature]*  
 REGISTRAR OF TITLES

SURVEY OF *Lots 77-81, 113-116, 126-138*  
*143-152*  
 County of *WARD* Parish of *BOYO*  
 Town of *\_\_\_\_\_* To the Depth of *\_\_\_\_\_*  
 Cancelling *Balance of Lot 2 on RP 119915*  
 Orig. Grant *39171* Orig. Portion *117*

- FOR SURVEYOR'S USE ONLY -  
 Previous Title *CT 4925-96 Lot 2 RP 119915*  
*Mortgage's consent to new road given*  
*NIR 1716 satisfied by letter 010583 23 Jul 77*  
*Lots 113 & 114 See Plan No 138906*

- FOR OFFICE USE ONLY -

For Additional Plan & Document Notings Refer to CISP

RECEIVED  
 REG. TITLES  
 10.10.1977

Short Fees  
 Paid *15.00* *9374*  
*1226*

F414219  
 3593

7/72  
 77.00  
 35.00  
 4.50  
 350.50  
 4.50  
 3.00  
 400.50  
 TOTAL 425.50

Lodged by:

150575

No 32175

Memorandum to Surveyor


Calc. Bk. No. *1619*  
 Examined *16/9/77*  
 Passed *16/9/77*  
 Charted *16/9/77*  
 Located *16/9/77*

REGISTERED PLAN 150575

Job ID 50865028  
**3 Brandon Ct**



[Review responses online](#) ↗



Received 4 of 4 responses  
**All responses received**

3 Brandon Ct, Beenleigh QLD 4207

Job dates  
08/08/2025 → 08/08/2025

These plans expire on  
5 Sep 2025

Lodged by  
Jorgie Walsh

Authority	Status	Page
✉ BYDA Confirmation		2
🏠 Logan City Council	Received	4
🏠 National Fire Ant Eradication Program	Received	9
🏠 NBN Co Qld	Received	12
🏠 Telstra QLD South East	Received	23

Job No 50865028



Zero damage - Zero harm - Zero disruption

byda.com.au

## Contact Details

<b>Contact</b> Jorgie Walsh <b>Email</b> jorgie.walsh@pacificlaw.com.au	<b>Contact number</b> (07) 5443 4744	<b>Company</b> Pacific Law <b>Address</b> 7-9 Plaza Parade Maroochydore QLD 4558	<b>Enquirer ID</b> 3433498
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## 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.

<b>Enquiry date</b> 08/08/2025	<b>Start date</b> 08/08/2025	<b>End date</b> 08/08/2025	<b>On behalf of</b> Private	<b>Job purpose</b> Design	<b>Locations</b> Both Road, Nature Strip, Footpath	<b>Onsite activities</b> 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.

<b>User Reference</b> 3 Brandon Ct	<b>Address</b> 3 Brandon Ct Beenleigh QLD 4207	<b>Notes/description</b> -
---------------------------------------	--	-------------------------------

## 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](http://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
259236219	Logan City Council	(07) 3412 3412	NOTIFIED
259236221	National Fire Ant Eradication Program	-	NOTIFIED
259236218	NBN Co Qld	1800 687 626	NOTIFIED
259236220	Telstra QLD South East	1800 653 935	NOTIFIED

END OF UTILITIES LIST



## Plan

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



## Prepare

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



## Pothole

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



## Protect

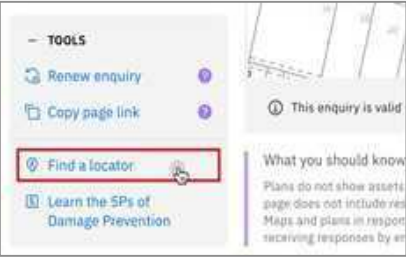
Protecting and supporting the exposed infrastructure is the responsibility of the excavator. Always erect safety barriers in areas of risk and enforce exclusion zones.



## Proceed

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

# Engage a skilled Locator



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

Visit the Certified Locator website directly and search for a locator near you  
[certloc.com.au/locators](https://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](https://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](https://byda.com.au/contact/education-awareness-enquiry-form)

BOOK NOW

Job ID 50865028

Logan City Council

Referral  
259236219

Member Phone  
(07) 3412 3412

Responses from this member

Response received Fri 8 Aug 2025 10.10am

File name	Page
Response Body	5
259236219.pdf	6



Request: 259236219 Enquirer: Pacific Law - 3433498 Contact: Jorgie Walsh Email:  
jorgie.walsh@pacificlaw.com.au Phone: +61754434744 Address: 7-9 Plaza Parade Maroochydore QLD 4558  
Site Address: 3 Brandon Ct Beenleigh QLD 4207 Activity: Conveyancing Job Number: 50865028

# Before You Dig Australia (BYDA)

## Asset Location Response



PO Box 3226 Logan City DC QLD 4114 • 150 Wembley Road, Logan Central  
p (07) 3412 3412 • e [council@logan.qld.gov.au](mailto:council@logan.qld.gov.au) • [www.logan.qld.qov.au](http://www.logan.qld.qov.au) • ABN 21-627-796 435



Pacific Law - Jorgie Walsh  
7-9 Plaza Parade  
Maroochydore QLD 4558  
[jorgie.walsh@pacificlaw.com.au](mailto:jorgie.walsh@pacificlaw.com.au)

Logan City Council has been advised that you have placed an enquiry through the Before You Dig Australia service. Our records indicate the enquiry with the following details are affecting Logan City Council asset(s).

Enquiry Details	
Sequence Number	259236219
Enquiry Date	08/08/2025 10:10
Response	<b>AFFECTED</b>
Address	3 Brandon Ct Beenleigh
Location in Road	Road,Nature Strip,Footpath
Activity	Conveyancing

### **Please review plans attached and contact Logan City Council prior to commencing works:**

Logan City Council now provides a limited amount of As-Constructed and Drainage Plans on-line, click on the [Logan City As-Constructed Plans](#) link and type in the property address you are seeking.

Unfortunately, not all properties will have plan records accessible on-line. The following options are available to customers should a record not be available:

- For **As Constructed Private Sewer/Roofwater (Inside Properties)**  
Contact *Development Assessment, Building & Plumbing*  
p: (07) 3412 5269  
Alternatively visit our Website Link to the relevant PS1 or PS2 forms:  
[Logan City As-Constructed Plans](#)
- For **As Constructed Private Sewer/Water/Stormwater (Outside Properties)**  
Contact *Road Infrastructure Planning*  
p: (07) 3412 5282  
Alternatively visit our Website Link for PS3 forms:  
[Logan City As-Constructed Plans](#)

If you need more assistance please call us on 07 3412 3412 or email us at [council@logan.qld.gov.au](mailto:council@logan.qld.gov.au).

**Disclaimer:** This document is confidential to the addressee and may also be privileged, and neither confidentiality nor privilege is waived, lost or destroyed by virtue of it being transmitted to an incorrect addressee. Unauthorised use of the contents is therefore strictly prohibited. Any information contained in this document that has been extracted from Council's records is believed to be accurate, but no responsibility is assumed for any error or omission. Council will only accept responsibility for information contained under official letterhead and duly signed by, or on behalf of, Chief Executive Officer.

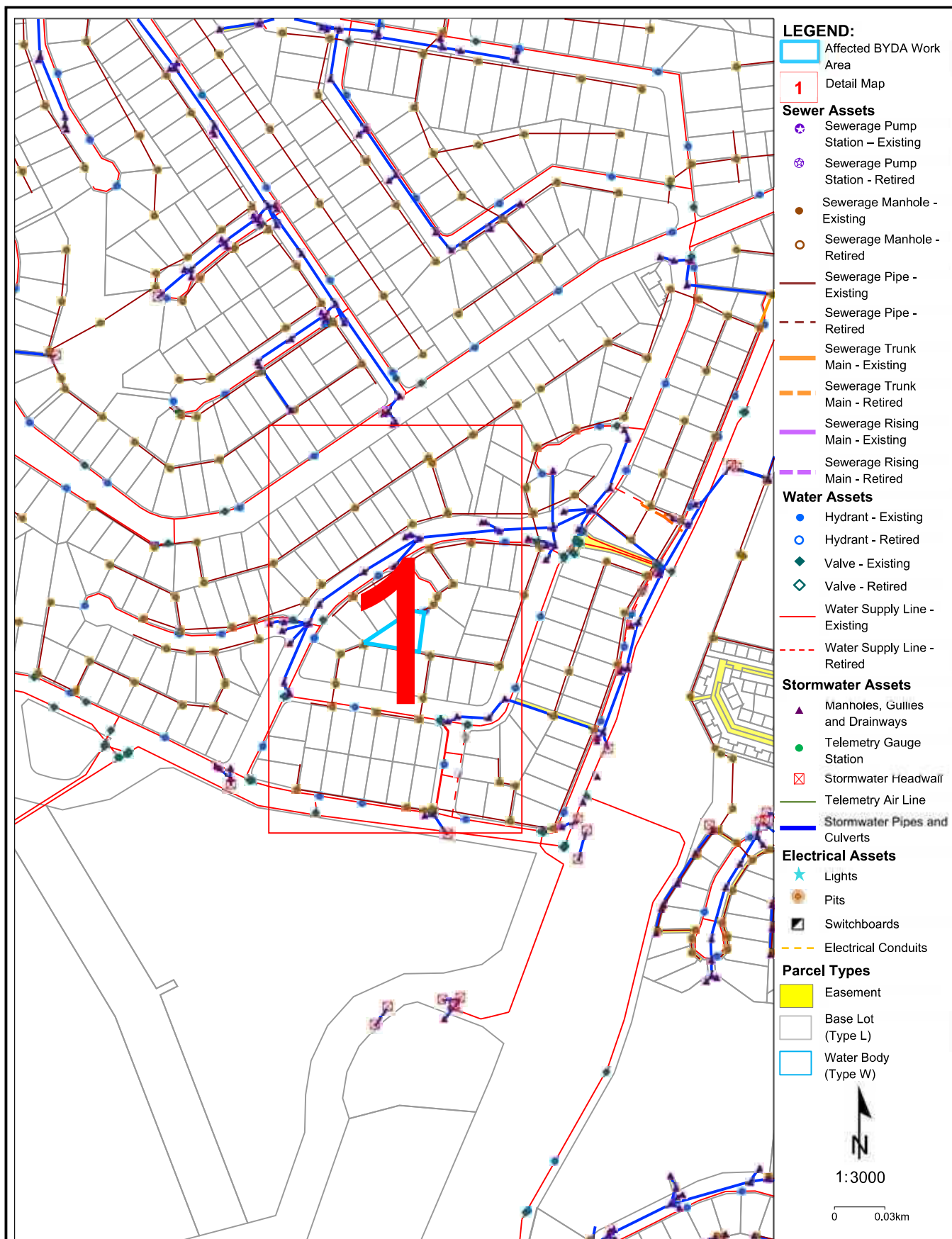
Logan City Council's infrastructure dates back over many years and may include manufactured materials containing asbestos. You are solely responsible for ensuring that appropriate care is taken at all times and that you comply with all mandatory requirements relating to such matters, including but not limited to "workplace health and safety".



# Overview Map

Sequence No: 259236219

3 Brandon Ct Beenleigh



**Disclaimer:** The plans are indicative only and while all reasonable care has been taken in producing this information, Logan City Council does not warrant the accuracy, completeness or currency of this information and accepts no responsibility for, or in connection with any loss or damage suffered as a result of any inaccuracies, errors or omissions or your reliance on this information. Base material reproduced with permission of the Director-General, Department of Natural Resources and Mines, The State of Queensland (Department of Natural Resources and Mines).

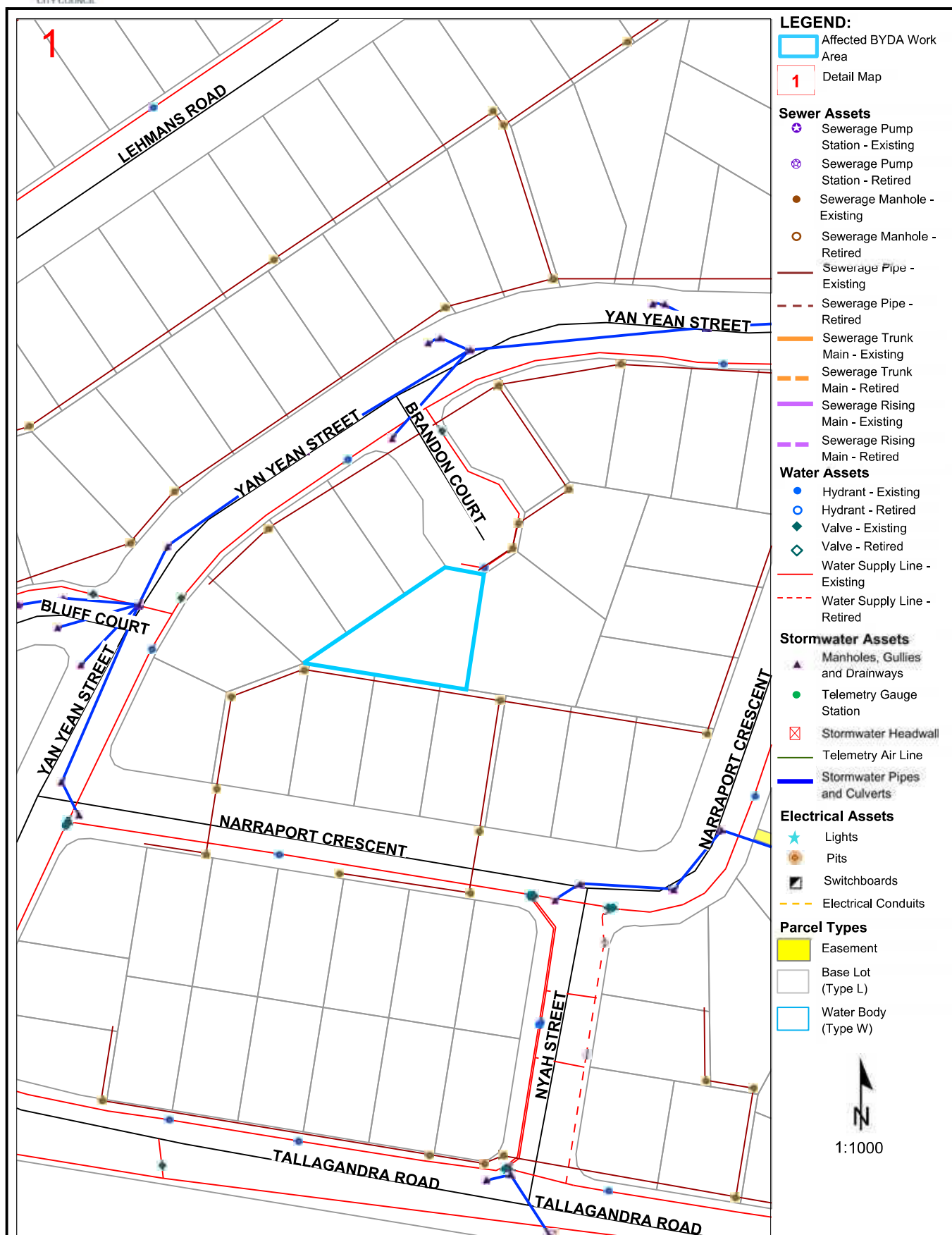
Logan City Council's infrastructure dates back over many years and may include manufactured materials containing asbestos. You are solely responsible for ensuring that appropriate care is taken at all times and that you comply with all mandatory requirements relating to such matters, including but not limited to "workplace health and safety".



# Map 1

## Sequence No: 259236219

### 3 Brandon Ct Beenleigh



**Disclaimer:** The plans are indicative only and while all reasonable care has been taken in producing this information, Logan City Council does not warrant the accuracy, completeness or currency of this information and accepts no responsibility for, or in connection with any loss or damage suffered as a result of any inaccuracies, errors or omissions or your reliance on this information. Base material reproduced with permission of the Director-General, Department of Natural Resources and Mines, The State of Queensland (Department of Natural Resources and Mines).

Logan City Council's infrastructure dates back over many years and may include manufactured materials containing asbestos. You are solely responsible for ensuring that appropriate care is taken at all times and that you comply with all mandatory requirements relating to such matters, including but not limited to "workplace health and safety".

Job ID 50865028

National Fire Ant Eradication Program

Referral 259236221	Member Phone -
Responses from this member	
Response received Fri 8 Aug 2025 10.10am	
File name	Page
Response Body	10

## BYDA members

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

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

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

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

## Materials that can carry fire ants

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

### For residents:

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

### For businesses:

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

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

## Soil movement

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

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

## Other biosecurity measures

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

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

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

Visit [fireants.org.au](https://fireants.org.au) or call 13 22 68 for more information.

Job ID 50865028

NBN Co Qld

Referral

259236218

Member Phone

1800 687 626

Responses from this member

Response received Fri 8 Aug 2025 10.14am

File name	Page
Response Body	13
4678_NBN_Dial_Before_You_Dig_Poster_20170517.pdf	14
259236218_20250808_001347549030_1.pdf	16
Disclaimer_259236218_20250808_001347549030.pdf	19



Hi Jorgie Walsh,

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](mailto:dbyd@nbnco.com.au)

[www.nbnco.com.au](http://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



# Working near **nbn**<sup>TM</sup> cables

**nbn** has partnered with Dial Before You Dig to give you a single point of contact to get information about **nbn** underground services owned by **nbn** and other utility/service providers in your area including communications, electricity, gas and other services. Contact with underground power cables and gas services can result in serious injury to the worker, and damage and costly repairs. You must familiarise yourself with all of the Referral Conditions (meaning the referral conditions referred to in the DBYD Notice provided by **nbn**).

## Practice safe work habits

Once the DBYD plans are reviewed, the Five P's of Excavation should be adopted in conjunction with your safe work practices (which must be compliant with the relevant state Electrical Safety Act and Safe Work Australia "Excavation Work Code of Practice", as a minimum) to ensure the risk of any contact with underground **nbn** assets are minimised.



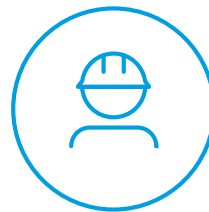
**Plan:** Plan your job by ensuring the plans received are current and apply to the work to be performed. Also check for any visual cues that may indicate the presence of services not covered in the DBYD plans.



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



**Pothole:** Non-destructive potholing (i.e. hand digging or hydro excavation) should be used to positively locate **nbn** underground assets with minimal risk of contact and service damage.

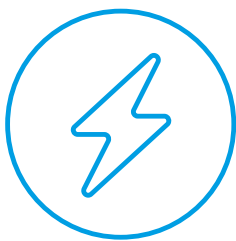


**Protect:** Protecting and supporting the exposed **nbn** underground asset is the responsibility of the worker. Exclusion zones for **nbn** assets are clearly stated in the plan and appropriate controls must be implemented to ensure that encroachment into the exclusion zone by machinery or activities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

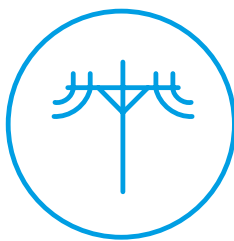


**Proceed:** Proceed only when the appropriate planning, preparation, potholing and protective measures are in place.

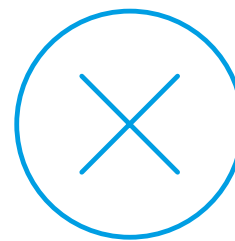
# Working near **nbn**<sup>™</sup> cables



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**<sup>™</sup> network facility damages must be reported online [here](#).  
For enquiries related to your DBYD request please call 1800 626 329.

### Disclaimer


This brochure is a guide only. It does not address all the matters you need to consider when working near our cables. You must familiarise yourself with other material provided (including the Referral Conditions) and make your own inquiries as appropriate.

**nbn** will not be liable or responsible for any loss, damage or costs incurred as a result of reliance on this brochure.

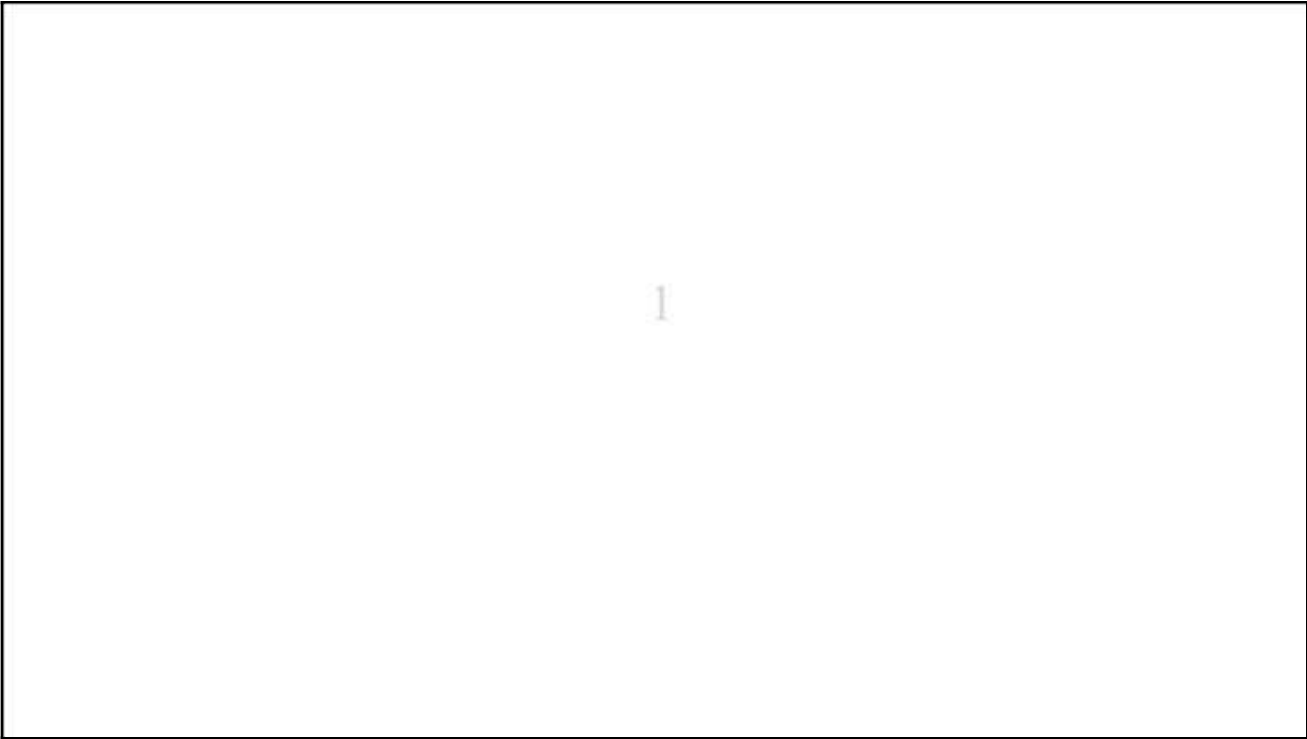
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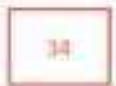




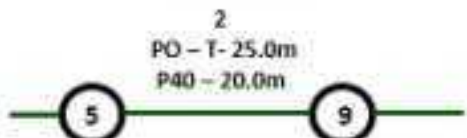
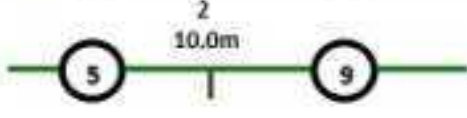




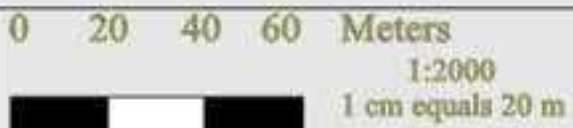


**To:** Jorgie Walsh  
**Phone:** Not Supplied  
**Fax:** Not Supplied  
**Email:** jorgie.walsh@pacificlaw.com.au

<b>Dial before you dig Job #:</b>	50865028	
<b>Sequence #</b>	259236218	
<b>Issue Date:</b>	08/08/2025	
<b>Location:</b>	3 Brandon Ct , Beenleigh , QLD , 4207	

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



	<div data-bbox="1104 325 1421 451">  </div> <div data-bbox="690 388 901 451"> <h1>LEGEND</h1> </div>
	Parcel and the location
	Pit with size "5"
	Power Pit with size "2E". Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null.
	Manhole
	Pillar
	Cable count of trench is 2. One "Other size" PVC conduit (PO) owned by Telstra (-T-), between pits of sizes, "5" and "9" are 25.0m apart. One 40mm PVC conduit (P40) owned by NBN, between pits of sizes, "5" and "9" are 20.0m apart.
	2 Direct buried cables between pits of sizes, "5" and "9" are 10.0m apart.
	Trench containing any <b>INSERVICE/CONSTRUCTED</b> (Copper/RF/Fibre) cables.
	Trench containing only <b>DESIGNED/PLANNED</b> (Copper/RF/Fibre/Power) cables.
	Trench containing any <b>INSERVICE/CONSTRUCTED</b> (Power) cables.
	Road and the street name "Broadway ST"
Scale	<div data-bbox="673 1732 1242 1858">  </div>






## Emergency Contacts

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

**To:** Jorgie Walsh  
**Phone:** Not Supplied  
**Fax:** Not Supplied  
**Email:** jorgie.walsh@pacificlaw.com.au

<b>Before You Dig Australia Job #:</b>	50865028	
<b>Sequence #</b>	259236218	
<b>Issue Date:</b>	08/08/2025	
<b>Location:</b>	3 Brandon Ct , Beenleigh , QLD , 4207	

Information

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

nbn™ Assets	Search Results
Communications	Asset identified
Electricity	No assets

In this notice **nbn™ Facilities** means *underground fibre optic, telecommunications and/or power facilities, including but not limited to cables, owned and controlled by nbn™*

Location of nbn™ Underground Assets

We thank you for your enquiry. In relation to your enquiry at the above address:

- **nbn's** records indicate that there **ARE nbn™** Facilities in the vicinity of the location identified above ("Location").
- **nbn** indicative plan/s are attached with this notice ("Indicative Plans").
- The Indicative Plan/s show general depth and alignment information only and are not an exact, scale or accurate depiction of the location, depth and alignment of **nbn™** Facilities shown on the Plan/s.
- In particular, the fact that the Indicative Plans show that a facility is installed in a straight line, or at uniform depth along its length cannot be relied upon as evidence that the facility is, in fact, installed in a straight line or at uniform depth.
- You should read the Indicative Plans in conjunction with this notice and in particular, the notes below.
- You should note that, at the present time, the Indicative Plans are likely to be more accurate in showing location of fibre optics and telecommunications cables than power cables. There may be a variation between the line depicted on the Indicative Plans and the location of any power cables. As such, consistent with the notes below, particular care must be taken by you to make your own enquiries and investigations to precisely locate any power cables and manage the risk arising from such cables accordingly.
- The information contained in the Indicative Plan/s is valid for 28 days from the date of issue set out above. You are expected to make your own inquiries and perform your own investigations (including engaging appropriately qualified plant locators, e.g BYDA Certified Locators, at your cost to locate **nbn™** Facilities during any activities you carry out on site).

We thank you for your enquiry and appreciate your continued use of the Before You Dig Australia Service. For any enquiries related to moving assets or Planning and Design activities, please visit the **nbn Commercial Works** website to complete the online application form. If you are planning to excavate and require further information, please email [dbyd@nbnco.com.au](mailto: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 uniformed depths

along their lengths, even if they are indicated on plans provided to you. Careful onsite investigations are essential to locate the exact position of cables.

4. In carrying out any works in the vicinity of **nbn**™ Facilities, you must maintain the following minimum clearances:
  - 300mm when laying assets inline, horizontally or vertically.
  - 500mm when operating vibrating equipment, for example: jackhammers or vibrating plates.
  - 1000mm when operating mechanical excavators.
  - Adherence to clearances as directed by other asset owner's instructions and take into account any uncertainty for power cables.
5. You are aware that there are inherent risks and dangers associated with carrying out work in the vicinity of underground facilities (such as **nbn**™ fibre optic, copper and coaxial cables, and power cable feed to **nbn**™ assets). Damage to underground electric cables may result in:
  - Injury from electric shock or severe burns, with the possibility of death.
  - Interruption of the electricity supply to wide areas of the city.
  - Damage to your excavating plant.
  - Responsibility for the cost of repairs.
6. You must take all reasonable precautions to avoid damaging **nbn**™ Facilities. These precautions may include but not limited to the following:
  - All excavation sites should be examined for underground cables by careful hand excavation. Cable cover slabs if present must not be disturbed. Hand excavation needs to be undertaken with extreme care to minimise the likelihood of damage to the cable, for example: the blades of hand equipment should be aligned parallel to the line of the cable rather than digging across the cable.
  - If any undisclosed underground cables are located, notify **nbn** immediately.
  - All personnel must be properly briefed, particularly those associated with the use of earth-moving equipment, trenching, boring and pneumatic equipment.
  - The safety of the public and other workers must be ensured.
  - All excavations must be undertaken in accordance with all relevant legislation and regulations.
7. You will be responsible for all damage to **nbn**™ Facilities that are connected whether directly, or indirectly with work you carry out (or work that is carried out for you or on your behalf) at the Location. This will include, without limitation, all losses expenses incurred by **nbn** as a result of any such damage.
8. You must immediately report any damage to the **nbn**™ network that you are/become aware of. Notification may be by telephone - 1800 626 329.
9. Except to the extent that liability may not be capable of lawful exclusion, **nbn** and its servants and agents and the related bodies corporate of **nbn** and their servants and agents shall be under no liability whatsoever to any person for any loss or damage (including indirect or consequential loss or damage) however caused (including, without limitation, breach of contract negligence and/or breach of statute) which may be suffered or incurred from or in connection with this information sheet or any plans (including Indicative Plans) attached hereto. Except as expressly provided to the contrary in this information sheet or the attached plans (including Indicative Plans), all terms, conditions, warranties, undertakings or representations (whether expressed or implied) are excluded to the fullest extent permitted by law.

All works undertaken shall be in accordance with all relevant legislations, acts and regulations applicable to the particular state or territory of the Location. The following table lists all relevant documents that shall be considered and adhered to.

State/Territory	Documents
<b>National</b>	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
<b>NSW</b>	Electricity Supply Act 1995
	Work Cover NSW - Work Near Underground Assets Guide
	Work Cover NSW - Excavation Work: Code of Practice
<b>VIC</b>	Electricity Safety Act 1998
	Electricity Safety (Network Asset) Regulations 1999
<b>QLD</b>	Electrical Safety Act 2002
	Code of Practice for Working Near Exposed Live Parts
<b>SA</b>	Electricity Act 1996
<b>TAS</b>	Tasmanian Electricity Supply Industry Act 1995
<b>WA</b>	Electricity Act 1945
	Electricity Regulations 1947
<b>NT</b>	Electricity Reform Act 2005
	Electricity Reform (Safety and Technical) Regulations 2005
<b>ACT</b>	Electricity Act 1971

Thank You,

**nbn BYDA**

Date: 08/08/2025

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

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Job ID 50865028

Telstra QLD South East

Referral 259236220	Member Phone 1800 653 935
-----------------------	------------------------------

Responses from this member

Response received Fri 8 Aug 2025 10.17am

File name	Page
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259236220.pdf	26
Telstra Map Legend 4.0b.pdf	28
AccreditedPlantLocators 2025-01-08a.pdf	29
Telstra Duty of Care v32.0c.pdf	30

**Attention:** Jorgie Walsh

**Site Location:** 3 Brandon Ct, Beenleigh, QLD 4207

**Your Job Reference:** 3 Brandon Ct

**Please do not reply to this email, this is an automated message -**

Thank you for requesting Telstra information via Before You Dig Australia (BYDA).

This response contains Telstra information relating to your recent BYDA request.

**Please refer to all enclosed attachments for more information.**

Information for opening Telstra Asset Plans as well as some other useful contact information is noted in the attached documents.

**Report Damage to Telstra Equipment:** [Report damages to Telstra equipment - Telstra](#)

Please note:

When working in the vicinity of telecommunications plant you have a 'Duty of Care' that must be observed.

Ensure you read all documents (attached) - they contain important information.

Please also refer to the **Before you Dig Australia - BEST PRACTISE GUIDES and The five Ps of safe excavation**

<https://www.byda.com.au/before-you-dig/best-practice-guides/>, The essential steps that must be undertaken prior to commencing construction activities.

**WARNING - MAJOR CABLES and/or OPTIC FIBRE IN THE AREA.**

**Phone 1800 653 935 for further assistance.**

Note: In some areas Telstra fibre routes may be marked as "Amcom", as Telstra has purchased much of this infrastructure. If in doubt, please contact Telstra Plan services on the number above. Telstra plans and information are only valid for 60 days from the date of issue.

**WARNING:**

Telstra plans and location information conform to Quality Level 'D' of the Australian Standard AS 5488 - Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing them. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy. Further on site investigation is required to validate the exact location of Telstra assets prior to commencing work. A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the assets are protected during construction works. See the **Before You Dig Australia - BEST PRACTISE GUIDES and The five Ps of safe excavation** <https://www.byda.com.au/before-you-dig/best-practice-guides/>.

Please note that:

- it is a criminal offence under the *Criminal Code Act 1995* (Cth) to tamper or interfere with telecommunications infrastructure.
- Telstra will take action to recover compensation for damage caused to property and assets, and for interference with the operation of Telstra's networks and customers' services.

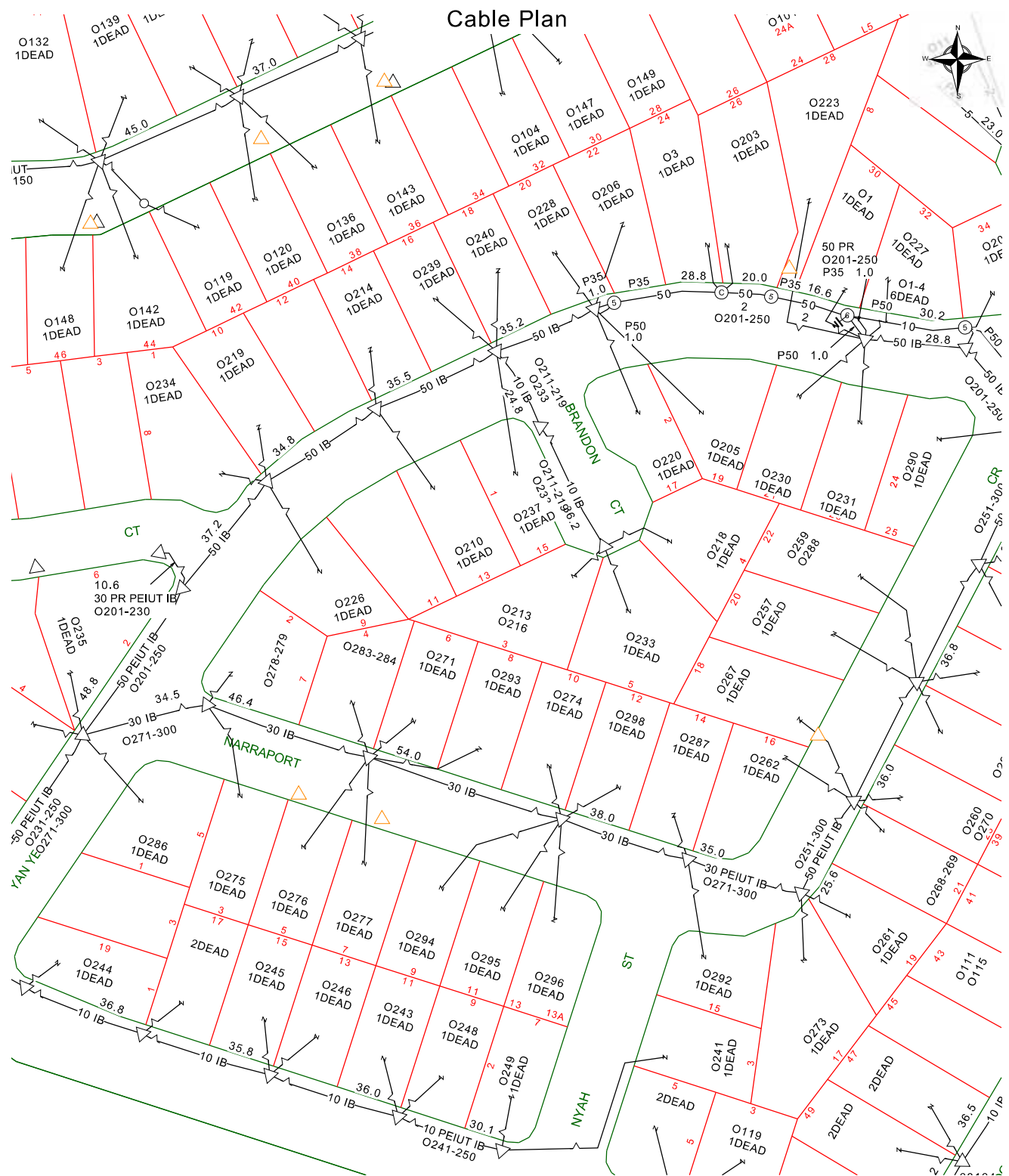
Telstra's plans contain Telstra's confidential information and are provided on the basis that they are used solely for identifying the location or vicinity of Telstra's infrastructure to avoid damage to this infrastructure occurring as part of any digging or other excavation activity. You must not use Telstra's plans for any other purpose or in a way that will cause Telstra loss or damage and you must comply with any other terms of access to the data that have been provided to you by Telstra (including Conditions of Use or Access).

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

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

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

*(See attached file: 259236220.pdf)*



Report Damage: [https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra-](https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra)  
Ph - 13 22 03  
Email - [Telstra.Plans@team.telstra.com](mailto: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 08/08/2025 10:15:06

Sequence Number: 259236220

**CAUTION:** Fibre optic and/ or major network present in plot area. Please read the Duty of Care and contact Telstra Plan Services should you require any assistance.

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.

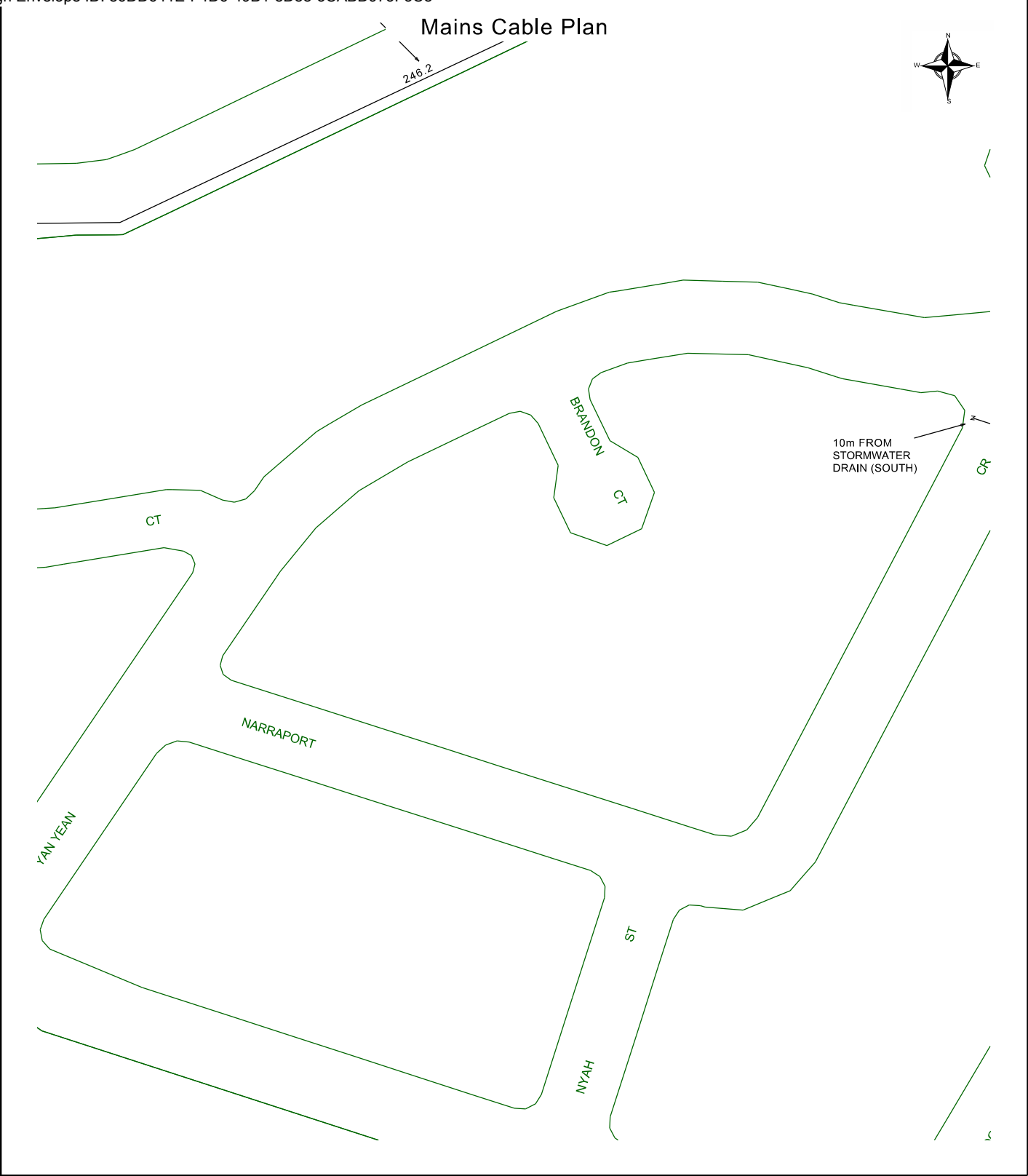
As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing it.


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.



	Report Damage: <a href="https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra">https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra</a> Ph - 13 22 03 Email - <a href="mailto:Telstra.Plans@team.telstra.com">Telstra.Plans@team.telstra.com</a> Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries	Sequence Number: 259236220
	TELSTRA LIMITED A.C.N. 086 174 781	<b>CAUTION: Fibre optic and/ or major network present in plot area. Please read the Duty of Care and contact Telstra Plan Services should you require any assistance.</b>
	Generated On 08/08/2025 10:15:06	

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

**WARNING**

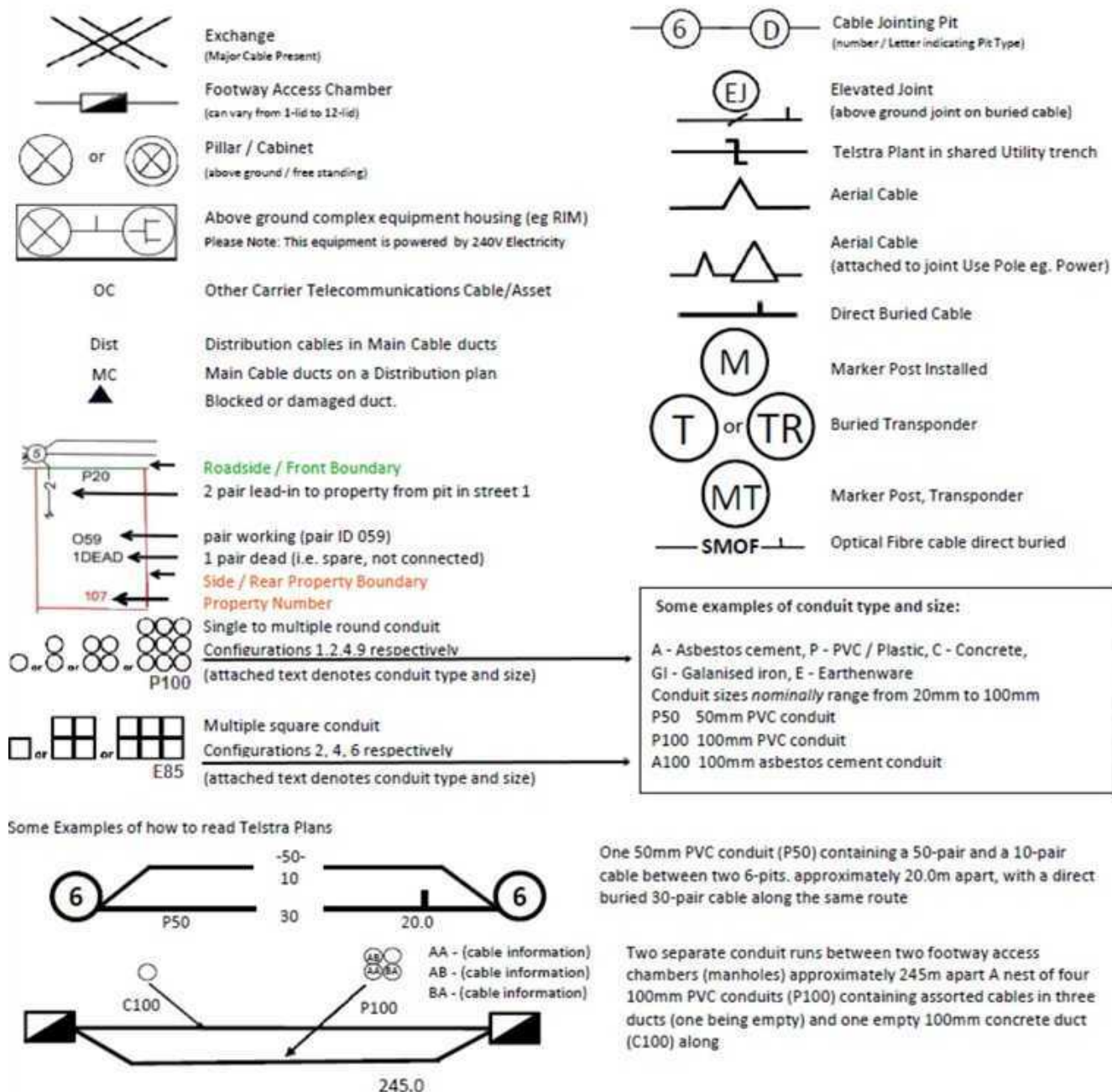
Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further 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.





## LEGEND



### Protect our Network:

by maintaining the following distances from our assets:

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

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



## General Information

### Before you Dig Australia – BEST PRACTISE GUIDES

#### The five Ps of safe excavation

<https://www.byda.com.au/before-you-dig/best-practice-guides/>

### OPENING ELECTRONIC MAP ATTACHMENTS –

Telstra Cable Plans are generated automatically in either PDF or DWF file types.

Dependent on the site address and the size of area selected. You may need to download and install free viewing software from the internet e.g.



DWF Map Files (all sizes over A3)

Autodesk Viewer (Internet Browser) <https://viewer.autodesk.com/> or Autodesk Design Review <http://usa.autodesk.com/design-review/> for DWF files. (Windows PC)



PDF Map Files (max size A3)

Adobe Acrobat Reader <http://get.adobe.com/reader/>



Telstra BYDA map related enquiries email [Telstra.Plans@team.telstra.com](mailto: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>

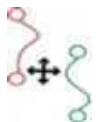
Ph: 13 22 03

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](mailto: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/](http://certloc.com.au/locators/)

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



# Before You Dig Australia

## Think before you dig

This document has been sent to you because you requested plans of the Telstra network through Before You Dig Australia (BYDA).

If you are working or excavating near telecommunications cables, or there is a chance that cables are located near your site, you are responsible to avoid causing damage to the Telstra network.

Please read this document carefully. Taking your time now and following the **BYDA's Best Practices and 5 Ps of Safe Excavation** <https://www.byda.com.au/before-you-dig/best-practice-guides/>

can help you avoid damaging our network, interrupting services, and potentially incurring civil and criminal penalties.

Our network is complex and working near it requires expert knowledge. Do not attempt these activities if you are not qualified to do so.



# Disclaimer and legal details

\*Telstra advises that the accuracy of the information provided by Telstra conforms to Quality Level D as defined in AS5488-2013.

It is a criminal offence under the Criminal Code Act 1995 (Cth) to tamper or interfere with telecommunications infrastructure.

Telstra will also take action to recover costs and damages from persons who damage assets or interfere with the operation of Telstra's networks.

By receiving this information including the indicative plans that are provided as part of this information package you confirm that you understand and accept the risks of working near Telstra's network and the importance of taking all the necessary steps to confirm the presence, alignments and various depths of Telstra's network. This in addition to, and not in replacement of, any duties and obligations you have under applicable law.

When working in the vicinity of a telecommunications plant you have a "Duty of Care" that must be observed. Please read and understand all the information and disclaimers provided below.

The Telstra network is complex and requires expert knowledge to interpret information, to identify and locate components, to pothole underground assets for validation and to safely work around assets without causing damage. If you are not an expert and/or qualified in these areas, then you must not attempt these activities. Telstra will seek compensation for damages caused to its property and losses caused to Telstra and its customers. Construction activities and/or any activities that potentially may impact on Telstra's assets must not commence without first undertaking these steps. Construction activities can include anything that involves breaking ground, potentially affecting Telstra assets.

If you are designing a project, it is recommended that you also undertake these steps to validate underground assets prior to committing to your design.

This Notice has been provided as a guide only and may not provide you with all the information that is required for you to determine what assets are on or near your site of interest. You will also need to collate and understand all information received from other Utilities and understand that some Utilities are not a part of the BYDA program and make your own enquiries as appropriate. It is the responsibility of the entities undertaking the works to protect Telstra's network during excavation / construction works.

Telstra owns and retains the copyright in all plans and details provided in conjunction with the applicant's request. The applicant is authorised to use the plans and details only for the purpose indicated in the applicant's request. The applicant must not use the plans or details for any other purpose.

Telstra plans or other details are provided only for the use of the applicant, its servants, agents, or CERTLOC Certified Locating Organisation (CLO). The applicant must not give the plans or details to any parties other than these and must not generate profit from commercialising the plans or details.

Telstra, its servants or agents shall not be liable for any loss or damage caused or occasioned by the use of plans and or details so supplied to the applicant, its servants and agents, and the applicant agrees to indemnify Telstra against any claim or demand for any such loss or damage.

Please ensure Telstra plans and information provided always remains on-site throughout the inspection, location, and construction phase of any works.

Telstra plans are valid for 60 days after issue and must be replaced if required after the 60 days.

## Data Extraction Fees

In some instances, a data extraction fee may be applicable for the supply of Telstra information. Typically, a data extraction fee may apply to large projects, planning and design requests or requests to be supplied in non-standard formats. For further details contact Telstra Location Intelligence Team.

Telstra does not accept any liability or responsibility for the performance of or advice given by a CERTLOC Certified Locating Organisation (CLO). Certification is an initiative taken by Telstra towards the establishment and maintenance of competency standards. However, performance and the advice given will always depend on the nature of the individual engagement.

Neither the Certified Locating Organisation nor any of its employees are an employee or agent for Telstra. Telstra is not liable for any damage or loss caused by the Certified Locating Organisation or its employees.

Once all work is completed, the excavation should be reinstated with the same type of excavated material unless specified by Telstra.

The information contained within this pamphlet must be used in conjunction with other material supplied as part of this request for information to adequately control the risk of potential asset damage.

When using excavators and other machinery, also check the location of overhead power lines.

Workers and equipment must maintain safety exclusion zones around power lines

**WARNING:** Telstra plans and location information conform to Quality Level 'D' of the Australian Standard AS 5488 - Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy shown on the plans. FURTHER ON SITE INVESTIGATION IS REQUIRED TO VALIDATE THE EXACT LOCATION OF TELSTRA PLANT PRIOR TO COMMENCING CONSTRUCTION WORK. A plant location service is an essential part of the process to validate the exact location of Telstra assets and to ensure the assets are protected during construction works. The exact position of Telstra assets can only be validated by physically exposing them. Telstra will seek compensation for damages caused to its property and losses caused to Telstra and its customers.

## Privacy Note

Your information has been provided to Telstra by BYDA to enable Telstra to respond to your BYDA request. Telstra keeps your information in accordance with its privacy statement. You can obtain a copy at [www.telstra.com.au/privacy](http://www.telstra.com.au/privacy) or by calling us at 1800 039 059 (business hours only).

Job ID 50865028

**3 Brandon Ct**



## End of document

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

This document was automatically generated at a point-in-time. Be aware that the source information from which this document was created may have changed since it was produced. This document may contain incomplete or out-of-date information. Always check your enquiry details in the BYDA Referral Service for the most recent information. For copyright information refer to individual responses.



3 Brandon Court BEENLEIGH  
QLD 4207

Property Key 298629  
Plan Area 887 m<sup>2</sup>  
Lot/Plan Lot 152 RP 150575



- ☒ Property Specific Planning Scheme Chapters
- ☐ View Full Planning Scheme
- ☐ Planning Scheme Property Report
- ☐ Zoom to selected property
- ☒ Clear selected property

**Current** [Change](#)  
**Version:** 9.2 (with TLPI No. 1/2024)  
**Effective Date:** 01 Jul 2025

The following information applies to this property

Zone [^](#)

- ☒ Low Density Residential 
- [View section](#)

Overlays (Part 8) [^](#)

- ☐ OM-08.00 Landslide hazard and 







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](http://www.detsi.qld.gov.au)

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

Infotrack Pty Ltd  
PO Box 10314  
BRISBANE QLD 4001

Transaction ID: 51035414      EMR Site Id: 08 August 2025  
Cheque Number:  
Client Reference:

This response relates to a search request received for the site:  
Lot: 152      Plan: RP150575  
3 BRANDON CT  
BEENLEIGH

**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](mailto:emr.clr.registry@detsi.qld.gov.au)

**Administering Authority**

# Tree orders register

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

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

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

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

No results found.

Search for

3 Brandon Court, Beenleigh

Submit

Date of order	Order	Address
04/08/2025	<a href="#">NDR002-24(PDF, 422.7 KB)</a>	56-58 Stafford Street East Brisbane 4000
30/07/2025	<a href="#">NDR195-23(PDF, 85.4 KB)</a>	23 Homebush Court Joyner QLD 4500
28/07/2025	<a href="#">NDR109-24(PDF, 97.2 KB)</a>	322 Kitcheners Road STAFFORD HEIGHTS QLD 4053
18/07/2025	<a href="#">NDR128-22(PDF, 2.1 MB)</a>	18 Sawgrass Place ROBINA QLD 4226
17/07/2025	<a href="#">NDR075-25(PDF, 51.6 KB)</a>	49 Fisher Street MANLY QLD 4179
15/07/2025	<a href="#">NDR172-22(PDF, 114.0 KB)</a>	212 Park Road YEERONGPILLY QLD 4105
02/07/2025	<a href="#">NDR214-23(PDF, 71.4 KB)</a>	18 Carpenter Way SANDSTONE POINT QLD 4511
23/06/2025	<a href="#">NDR116-22(PDF, 58.7 KB)</a>	36 Edwin Road , MONS QLD 4556
20/06/2025	<a href="#">NDR188-24(PDF, 68.8 KB)</a>	21 Barbour Street ESK QLD 4312



## Department of Transport and Main Roads

### Property Search - Advice to Applicant

**Property Search reference 934840**

**Date: 08/08/2025**

**Search Request reference: 169764747**

#### **Applicant details**

**Applicant:** Jorgie Walsh

jorgie.walsh@pacificlaw.com.au

**Buyer:** TBA TBA

#### **Search response:**

Your request for a property search on Lot 152 on Plan RP150575 at 3 Brandon Ct, Beenleigh Qld 4207 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.



---

Queensland Government home >For Queenslanders >Environment, land and water >  
Land, housing and property >Heritage places >Queensland Heritage Register >Search the register >  
Heritage register search results

## Heritage register search results



### Maintenance

The service used to look up street addresses is undergoing maintenance from 4pm to 4.30pm on Friday 8 August (AEST).

The service may temporarily be unavailable during this period.

Filtered by:

[3 Brandon](#)   [Beenleigh](#)

No results found. Try removing one of your search filters. Please [search again](#) (<https://apps.des.qld.gov.au/heritage-register/>).

## Current applications

You can also see places being assessed or awaiting a decision from the Queensland Heritage Council for entry in or removal from the Queensland Heritage Register at [Current Queensland Heritage Register applications](https://www.qld.gov.au/environment/land/heritage/register/applications/) (<https://www.qld.gov.au/environment/land/heritage/register/applications/>).

( <https://creativecommons.org/licenses/by/4.0/> )

Last reviewed      1 July 2022

Last updated      28 February 2023

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Right to information ( <https://www.qld.gov.au/right-to-information/> )

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**Queensland Government ( <https://www.qld.gov.au/> )**



## **Vegetation management report**

For Lot: 152 Plan: RP150575

08/08/2025



This publication has been compiled by Operations Support, Department of Natural Resources and Mines, Manufacturing, and Regional and Rural Development.

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**Updated mapping**

Updated vegetation mapping was released on 22 November 2023 and includes the most recent Queensland Herbarium scientific updates to the Regulated Vegetation Management Map, regional ecosystems, essential habitat, wetland and high-value regrowth mapping.

The Department of the Environment, Tourism, Science and Innovation have also updated their koala protection mapping to align with the Queensland Herbarium scientific updates.

The latest version (v10) of the Protected Plants Flora Survey Trigger Map (trigger map) was released on 6 September 2023.

## Overview

Based on the lot on plan details you have supplied, this report provides the following detailed information:

**Property details** - information about the specified Lot on Plan, lot size, local government area, bioregion(s), subregion(s) and catchment(s);

**Vegetation management framework** - an explanation of the application of the framework and contact details for the Department of Natural Resources and Mines, Manufacturing, and Regional and Rural Development who administer the framework;

**Vegetation management framework details for the specified Lot on Plan** including:

- the vegetation management categories on the property;
- the vegetation management regional ecosystems on the property;
- vegetation management watercourses or drainage features on the property;
- vegetation management wetlands on the property;
- vegetation management essential habitat on the property;
- whether any area management plans are associated with the property;
- whether the property is coastal or non-coastal; and
- whether the property is mapped as Agricultural Land Class A or B;

**Protected plant framework** - an explanation of the application of the framework and contact details for the Department of the Environment, Tourism, Science and Innovation who administer the framework, including:

- high risk areas on the protected plant flora survey trigger map for the property;

**Koala protection framework** - an explanation of the application of the framework and contact details for the Department of the Environment, Tourism, Science and Innovation who administer the framework; and

**Koala protection framework details for the specified Lot on Plan** including:

- the koala district the property is located in;
- koala priority areas on the property;
- core and locally refined koala habitat areas on the property;
- whether the lot is located in an identified koala broad-hectare area; and
- koala habitat regional ecosystems on the property for core koala habitat areas.

This information will assist you to determine your options for managing vegetation under:

- the vegetation management framework, which may include:

- exempt clearing work;
- accepted development vegetation clearing code;
- an area management plan;
- a development approval;

- the protected plant framework, which may include:

- the need to undertake a flora survey;
- exempt clearing;
- a protected plant clearing permit;

- the koala protection framework, which may include:

- exempted development;
- a development approval;
- the need to undertake clearing sequentially and in the presence of a koala spotter.

## Other laws

The clearing of native vegetation is regulated by both Queensland and Australian legislation, and some local governments also regulate native vegetation clearing. You may need to obtain an approval or permit under another Act, such as the Commonwealth Government's *Environment Protection and Biodiversity Conservation Act 1999* (EPBC Act). Section 8 of this guide provides contact details of other agencies you should confirm requirements with, before commencing vegetation clearing.

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1. Property details

1.1 Tenure and title area

All of the lot, plan, tenure and title area information associated with property Lot: 152 Plan: RP150575 are listed in Table 1.

Table 1: Lot, plan, tenure and title area information for the property

Lot	Plan	Tenure	Property title area (sq metres)
152	RP150575	Freehold	887

The tenure of the land may affect whether clearing is considered exempt clearing work or may be carried out under an accepted development vegetation clearing code.

Does the property Lot: 152 Plan: RP150575 have a freehold tenure and is in the Wet Tropics of Queensland World Heritage Area?

No, this property is not located in the Wet Tropics of Queensland World Heritage Area.

1.2 Property location

Table 2 provides a summary of the locations for property Lot: 152 Plan: RP150575, in relation to natural and administrative boundaries.

Table 2: Property location details

Local Government(s)	Catchment(s)	Bioregion(s)	Subregion(s)
Logan City	Logan-Albert	Southeast Queensland	Burringbar - Conondale Ranges

## 2. Vegetation management framework (administered by the Department of Natural Resources and Mines, Manufacturing, and Regional and Rural Development)

The *Vegetation Management Act 1999* (VMA), the Vegetation Management Regulation 2023, the *Planning Act 2016* and the Planning Regulation 2017, in conjunction with associated policies and codes, form the Vegetation Management Framework.

The VMA does not apply to all land tenures or vegetation types. State forests, national parks, forest reserves and some tenures under the *Forestry Act 1959* and *Nature Conservation Act 1992* are not regulated by the VMA. Managing or clearing vegetation on these tenures may require approvals under these laws.

The following native vegetation is not regulated under the VMA but may require permit(s) under other laws:

- grass or non-woody herbage;
- a plant within a grassland regional ecosystem identified in the Vegetation Management Regional Ecosystem Description Database (VM REDD) as having a grassland structure; and
- a mangrove.

### 2.1 Exempt clearing work

Exempt clearing work is an activity for which you do not need to notify the Department of Natural Resources and Mines, Manufacturing, and Regional and Rural Development or obtain an approval under the vegetation management framework. Exempt clearing work was previously known as exemptions.

In areas that are mapped as Category X (white in colour) on the regulated vegetation management map (see section 4.1), and where the land tenure is freehold, indigenous land and leasehold land for agriculture and grazing purposes, the clearing of vegetation is considered exempt clearing work and does not require notification or development approval under the vegetation management framework. For all other land tenures, contact the Department of Natural Resources and Mines, Manufacturing, and Regional and Rural Development before commencing clearing to ensure that the proposed activity is exempt clearing work.

A range of routine property management activities are considered exempt clearing work. A list of exempt clearing work is available at

<https://www.qld.gov.au/environment/land/management/vegetation/clearing-approvals/exemptions/>.

Exempt clearing work may be affected if the proposed clearing area is subject to development approval conditions, a covenant, an environmental offset, an exchange area, a restoration notice, or an area mapped as Category A. Exempt clearing work may require approval under other Commonwealth, State or Local Government laws, or local government planning schemes. Contact the Department of Natural Resources and Mines, Manufacturing, and Regional and Rural Development prior to clearing in any of these areas.

### 2.2 Accepted development vegetation clearing codes

Some clearing activities can be undertaken under an accepted development vegetation clearing code. The codes can be downloaded at

<https://www.qld.gov.au/environment/land/management/vegetation/clearing-approvals/codes/>

If you intend to clear vegetation under an accepted development vegetation clearing code, you must notify the Department of Natural Resources and Mines, Manufacturing, and Regional and Rural Development before commencing. The information in this report will assist you to complete the online notification form.

You can complete the online form at

<https://vegetation-apps.dnrm.qld.gov.au>



### **2.3 Area management plans**

Area Management Plans (AMP) provide an alternative approval system for vegetation clearing under the vegetation management framework. They list the purposes and clearing conditions that have been approved for the areas covered by the plan. It is not necessary to use an AMP, even when an AMP applies to your property.

On 8 March 2020, AMPs ended for fodder harvesting, managing thickened vegetation and managing encroachment. New notifications cannot be made for these AMPs. You will need to consider options for fodder harvesting, managing thickened vegetation or encroachment under a relevant accepted development vegetation clearing code or apply for a development approval.

New notifications can be made for all other AMPs. These will continue to apply until their nominated end date.

If an Area Management Plan applies to your property for which you can make a new notification, it will be listed in Section 3.6 of this report. Before clearing under one of these AMPs, you must first notify the Department of Natural Resources and Mines, Manufacturing, and Regional and Rural Development and then follow the conditions and requirements listed in the AMP.

<https://www.qld.gov.au/environment/land/management/vegetation/clearing-approvals/area-management-plans>

### **2.4 Development approvals**

If under the vegetation management framework your proposed clearing is not exempt clearing work, or is not permitted under an accepted development vegetation clearing code, or an AMP, you may be able to apply for a development approval. Information on how to apply for a development approval is available at

<https://www.qld.gov.au/environment/land/management/vegetation/clearing-approvals/development>

### **2.5. Contact information for the Department of Natural Resources and Mines, Manufacturing, and Regional and Rural Development**

For further information on the vegetation management framework:

**Phone** 135VEG (135 834)

**Email** [vegetation@resources.qld.gov.au](mailto:vegetation@resources.qld.gov.au)

**Visit** <https://www.resources.qld.gov.au/?contact=vegetation> to submit an online enquiry.

### 3. Vegetation management framework for Lot: 152 Plan: RP150575

#### 3.1 Vegetation categories

The vegetation categories on your property are shown on the regulated vegetation management map in section 4.1 of this report. A summary of vegetation categories on the subject lot are listed in Table 3. Descriptions for these categories are shown in Table 4.

**Table 3: Vegetation categories for subject property**

Vegetation category	Area (ha)
Category X	0.09

**Table 4: Description of vegetation categories**

Category	Colour on Map	Description	Requirements / options under the vegetation management framework
A	red	Compliance areas, environmental offset areas and voluntary declaration areas	Special conditions apply to Category A areas. Before clearing, contact the Department of Natural Resources and Mines, Manufacturing, and Regional and Rural Development to confirm any requirements in a Category A area.
B	dark blue	Remnant vegetation areas	Exempt clearing work, or notification and compliance with accepted development vegetation clearing codes, area management plans or development approval.
C	light blue	High-value regrowth areas	Exempt clearing work, or notification and compliance with managing Category C regrowth vegetation accepted development vegetation clearing code.
R	yellow	Regrowth within 50m of a watercourse or drainage feature in the Great Barrier Reef catchment areas	Exempt clearing work, or notification and compliance with managing Category R regrowth accepted development vegetation clearing code or area management plans.
X	white	Clearing on freehold land, indigenous land and leasehold land for agriculture and grazing purposes is considered exempt clearing work under the vegetation management framework. Contact the Department to clarify whether a development approval is required for other State land tenures.	No permit or notification required on freehold land, indigenous land and leasehold land for agriculture and grazing. A development approval may be required for some State land tenures.

#### Property Map of Assessable Vegetation (PMAV)

There is no Property Map of Assessable Vegetation (PMAV) present on this property.

#### 3.2 Regional ecosystems

The endangered, of concern and least concern regional ecosystems on your property are shown on the vegetation management supporting map in section 4.2 and are listed in Table 5.

A description of regional ecosystems can be accessed online at <https://www.qld.gov.au/environment/plants-animals/plants/ecosystems/descriptions/>

**Table 5: Regional ecosystems present on subject property**

Regional Ecosystem	VMA Status	Category	Area (Ha)	Short Description	Structure Category
non-rem	None	X	0.09	None	None

Please note:

1. All area and area derived figures included in this table have been calculated via reprojecting relevant spatial features to Albers equal-area conic projection (central meridian = 146, datum Geocentric Datum of Australia 1994). As a result, area figures may differ slightly if calculated for the same features using a different co-ordinate system.
2. If Table 5 contains a Category 'plant', please be aware that this refers to 'plantations' such as forestry, and these areas are considered non-remnant under the VMA.

The VMA status of the regional ecosystem (whether it is endangered, of concern or least concern) also determines if any of the following are applicable:

- exempt clearing work;
- accepted development vegetation clearing codes;
- performance outcomes in State Code 16 of the State Development Assessment Provisions (SDAP).

### 3.3 Watercourses

Vegetation management watercourses and drainage features for this property are shown on the vegetation management supporting map in section 4.2.

### 3.4 Wetlands

There are no vegetation management wetlands present on this property.

### 3.5 Essential habitat

Under the VMA, essential habitat for protected wildlife is native wildlife prescribed under the *Nature Conservation Act 1992* (NCA) as critically endangered, endangered, vulnerable or near-threatened wildlife.

Essential habitat for protected wildlife includes suitable habitat on the lot, or where a species has been known to occur up to 1.1 kilometres from a lot on which there is assessable vegetation. These important habitat areas are protected under the VMA.

Any essential habitat on this property will be shown as blue hatching on the vegetation supporting map in section 4.2.

If essential habitat is identified on the lot, information about the protected wildlife species is provided in Table 6 below. The numeric labels on the vegetation management supporting map can be cross referenced with Table 6 to outline the essential habitat factors for that particular species. There may be essential habitat for more than one species on each lot, and areas of Category A, Category B and Category C can be mapped as Essential Habitat.

Essential habitat is compiled from a combination of species habitat models and buffered species records. Regional ecosystem is a mandatory essential habitat factor, unless otherwise stated. Essential habitat, for protected wildlife, means an area of vegetation shown on the Regulated Vegetation Management Map -

- 1) that has at least 3 essential habitat factors for the protected wildlife that must include any essential habitat factors that are stated as mandatory for the protected wildlife in the essential habitat database. Essential habitat factors are comprised of - regional ecosystem (mandatory for most species), vegetation community, altitude, soils, position in landscape; or
- 2) in which the protected wildlife, at any stage of its life cycle, is located.

If there is no essential habitat mapping shown on the vegetation management supporting map for this lot, and there is no table in the sections below, it confirms that there is no essential habitat on the lot.

**Category A and/or Category B and/or Category C**

**Table 6: Essential habitat in Category A and/or Category B and/or Category C**

No records

**3.6 Area Management Plan(s)**

Nil

**3.7 Coastal or non-coastal**

For the purposes of the accepted development vegetation clearing codes and State Code 16 of the State Development Assessment Provisions (SDAP), this property is regarded as\*

Coastal

\*See also Map 4.3

**3.8 Agricultural Land Class A or B**

The following can be used to identify Agricultural Land Class A or B areas under the "Managing regulated regrowth vegetation" accepted development vegetation clearing code:

**Does this lot contain land that is mapped as Agricultural Land Class A or B in the State Planning Interactive Mapping System?**

No Class A

No Class B

Note - This confirms Agricultural Land Classes as per the State Planning Interactive Mapping System only. This response does not include Agricultural Land Classes identified under local government planning schemes. For further information, check the Planning Scheme for your local government area.

See Map 4.4 to identify the location and extent of Class A and/or Class B Agricultural land on Lot: 152 Plan: RP150575.

## 4. Vegetation management framework maps

Vegetation management maps included in this report may also be requested individually at:

<https://www.qld.gov.au/environment/land/management/vegetation/maps/map-request>

### **Regulated vegetation management map**

The regulated vegetation management map shows vegetation categories needed to determine clearing requirements. These maps are updated monthly to show new [property maps of assessable vegetation \(PMAV\)](#).

### **Vegetation management supporting map**

The vegetation management supporting map provides information on regional ecosystems, wetlands, watercourses and essential habitat.

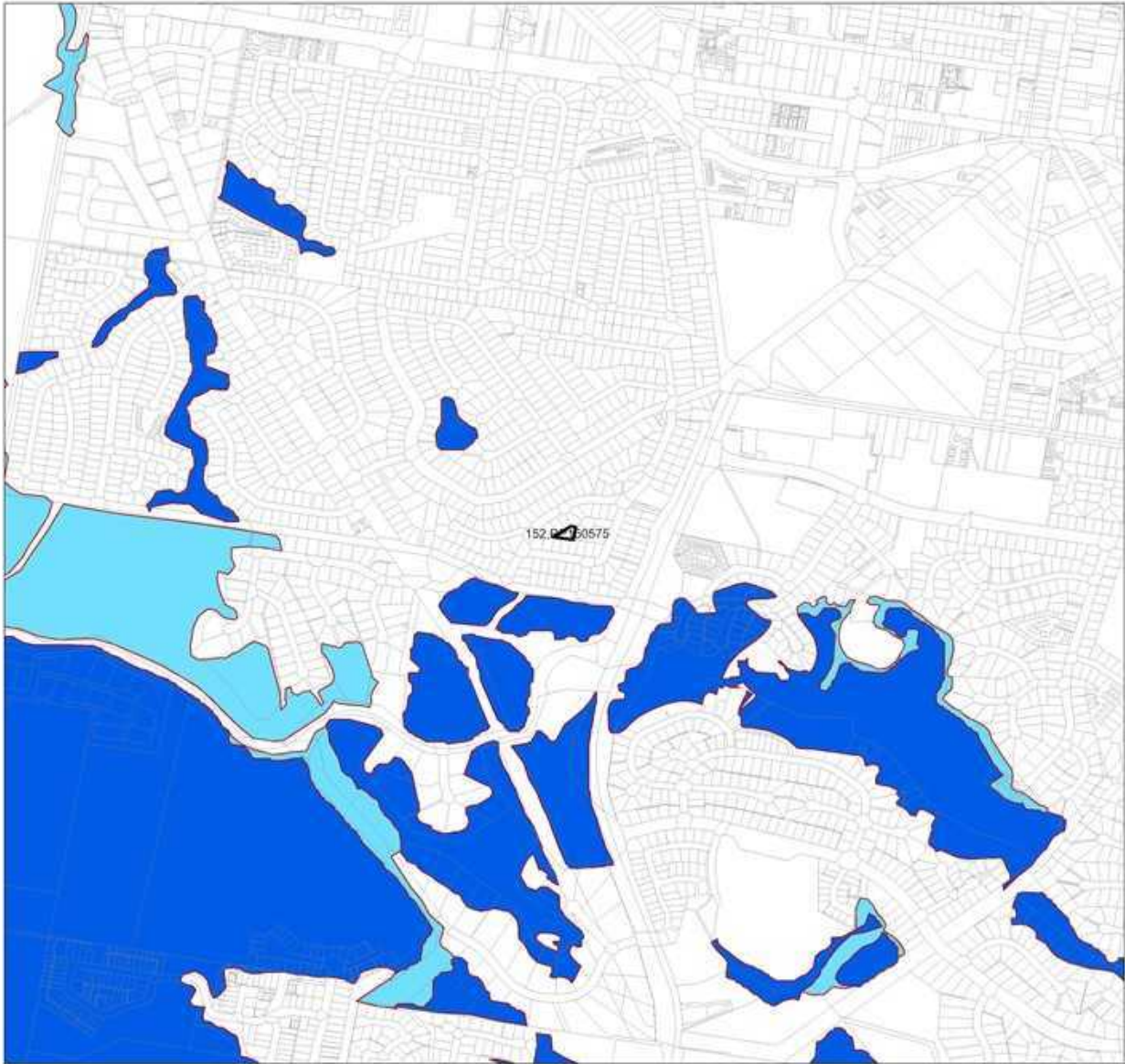
### **Coastal/non-coastal map**

The coastal/non-coastal map confirms whether the lot, or which parts of the lot, are considered coastal or non-coastal for the purposes of the accepted development vegetation clearing codes and State Code 16 of the State Development Assessment Provisions (SDAP).

### **Agricultural Land Class A or B as per State Planning Policy: State Interest for Agriculture**

The Agricultural Land Class map confirms the location and extent of land mapped as Agricultural Land Classes A or B as identified on the State Planning Interactive Mapping System. Please note that this map does not include areas identified as Agricultural Land Class A or B in local government planning schemes. This map can be used to identify Agricultural Land Class A or B areas under the "Managing regulated regrowth vegetation" accepted development vegetation clearing code.

4.1 Regulated vegetation management map



Regulated Vegetation Management Map



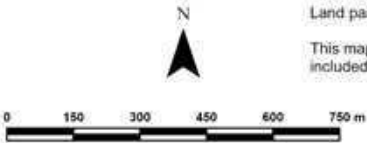
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Additional information required for the assessment of vegetation values is provided in the accompanying "Vegetation Management Supporting map". For further information go to the web site: [www.nrmrdd.qld.gov.au](http://www.nrmrdd.qld.gov.au) or contact the Department of Natural Resources and Mines, Manufacturing, and Regional and Rural Development.

Digital data for the regulated vegetation management map is available from the Queensland Spatial Portal at <http://www.spatialinformation.qld.gov.au/>

Land parcel boundaries are provided as locational aid only.

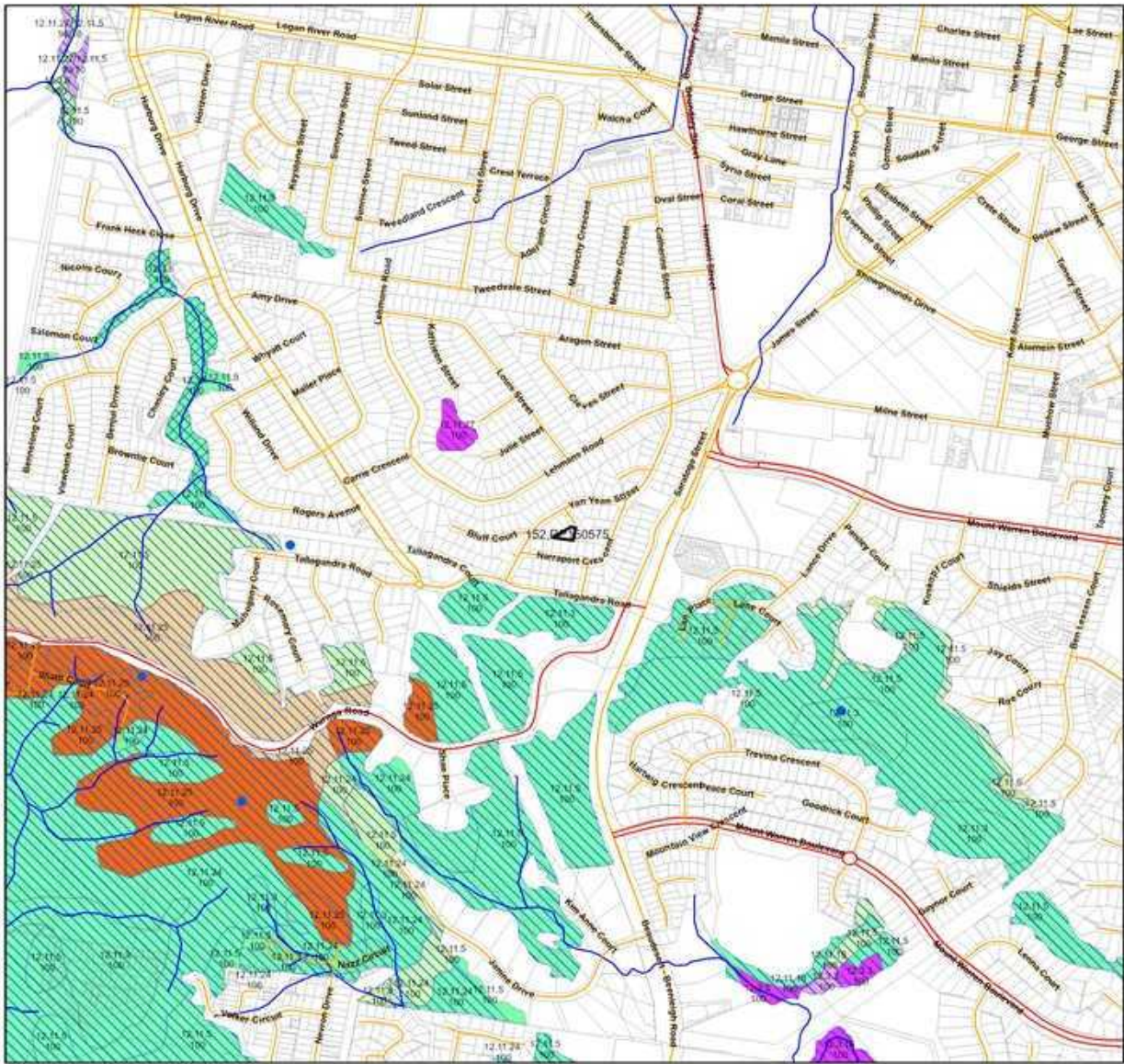
This map is updated on a monthly basis to ensure new PMAVs are included as they are approved.



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GDA2020

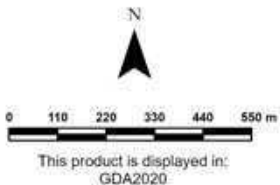


4.2 Vegetation management supporting map



Vegetation Management Supporting Map

- Category A or B area containing endangered regional ecosystems
- Category A or B area containing of concern regional ecosystems
- Category A or B area that is a least concern regional ecosystem
- Category C or R area containing endangered regional ecosystems
- Category C or R area containing of concern regional ecosystems
- Category C or R area that is a least concern regional ecosystem
- Category X area
- Water
- Wetland on the vegetation management wetlands map
- Essential habitat on the essential habitat map
- Essential habitat species record
- Watercourses and drainage features on the vegetation management watercourse and drainage features map (Stream order shown as black number against stream where available)
- Highway
- Connector
- Street/Local Road
- National Parks, State Forest and other reserves
- Other land parcel boundaries
- Selected Lot and Plan



Labels for Essential Habitat are centred on the area of enquiry.

Regional ecosystem linework has been compiled at a scale of 1:100 000, except in designated areas where a compilation scale of 1:50 000 is available. Linework should be used as a guide only. The positional accuracy of RE data mapped at a scale of 1:100 000 is +/- 100 metres.

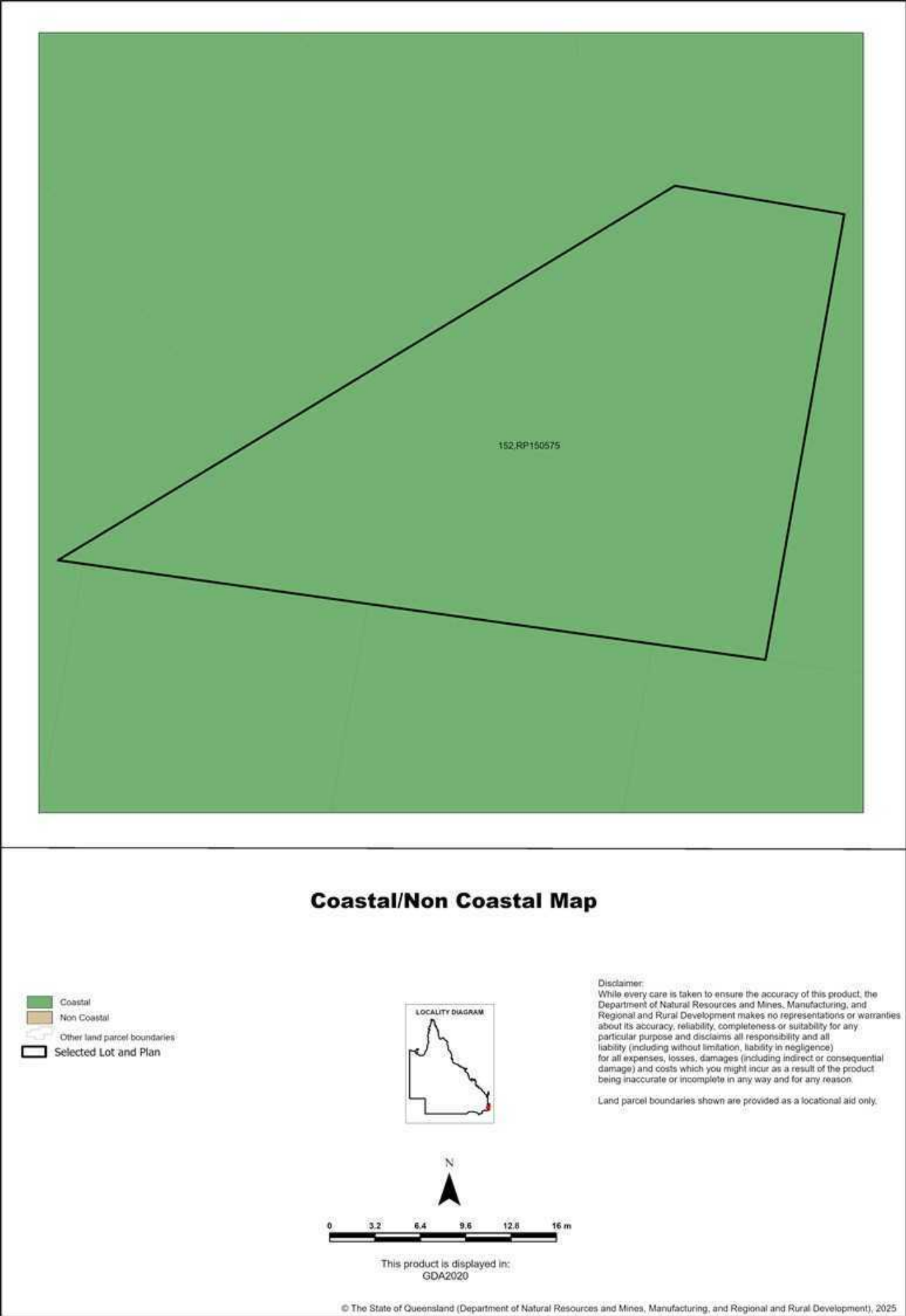
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Additional information may be required for the purposes of land clearing or assessment of a regional ecosystem map or PMAV applications. For further information go to the web site: [www.nrm.qld.gov.au](http://www.nrm.qld.gov.au) or contact the Department of Natural Resources and Mines, Manufacturing, and Regional and Rural Development.

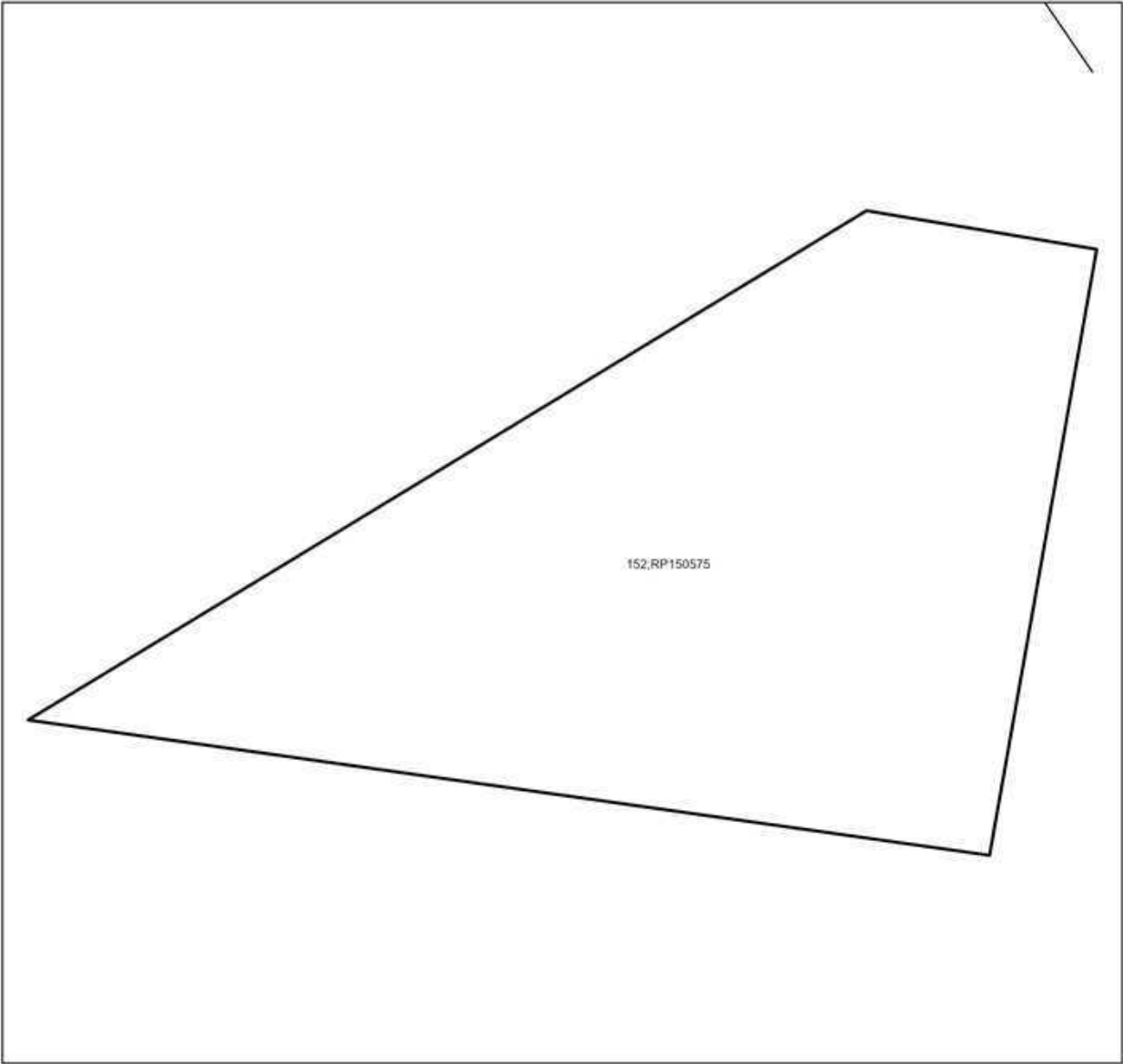
Digital data for the vegetation management watercourse and drainage feature map, vegetation management wetlands map, essential habitat map and the vegetation management remnant and regional ecosystem map are available from the Queensland Spatial Portal at <http://www.spatialinformation.qld.gov.au/>

Land parcel boundaries are provided as locational aid only.

4.3 Coastal/non-coastal map



4.4 Agricultural Land Class A or B as per State Planning Policy: State Interest for Agriculture

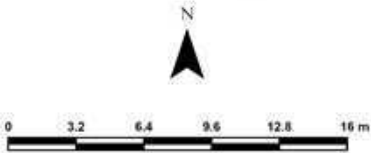


Agricultural Land Class A or B  
as per State Planning Policy: State Interest for Agriculture

- Towns
- Rivers and creeks
- Freeways / motorways; Highways
- Secondary roads; Streets
- Agricultural land class A or B
  - A
  - B
  - Not class A or B
- Selected Lot and Plan



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## 5. Protected plants framework (administered by the Department of the Environment, Tourism, Science and Innovation (DETSI))

In Queensland, all plants that are native to Australia are protected plants under the [Nature Conservation Act 1992](#) (NCA). The NCA regulates the clearing of protected plants 'in the wild' (see [Operational policy: When a protected plant in Queensland is considered to be 'in the wild'](#)) that are listed as critically endangered, endangered, vulnerable or near threatened under the Act.

Please note that the protected plant clearing framework applies irrespective of the classification of the vegetation under the *Vegetation Management Act 1999* and any approval or exemptions given under another Act, for example, the *Vegetation Management Act 1999* or *Planning Regulation 2017*.

### 5.1 Clearing in high risk areas on the flora survey trigger map

The flora survey trigger map identifies high-risk areas for threatened and near threatened plants. These are areas where threatened or near threatened plants are known to exist or are likely to exist based on the habitat present. The flora survey trigger map for this property is provided in section 5.5.

If you are proposing to clear an area shown as high risk on the flora survey trigger map, a flora survey of the clearing impact area must be undertaken by a suitably qualified person in accordance with the [Flora survey guidelines](#). The main objective of a flora survey is to locate any threatened or near threatened plants that may be present in the clearing impact area.

If the flora survey identifies that threatened or near threatened plants are not present within the clearing impact area or clearing within 100m of Endangered, Vulnerable, Near-Threatened (EVNT) plants can be avoided, the clearing activity is exempt from a permit. An [exempt clearing notification form](#) must be submitted to the Department of the Environment, Tourism, Science and Innovation, with a copy of the flora survey report, at least one week prior to clearing.

If the flora survey identifies that threatened or near threatened plants are present in, or within 100m of, the area to be cleared, a clearing permit is required before any clearing is undertaken. The flora survey report, as well as an impact management report, must be submitted with the [clearing permit application form](#).

### 5.2 Clearing outside high risk areas on the flora survey trigger map

In an area other than a high risk area, a clearing permit is only required where a person is, or becomes aware that threatened or near threatened plants are present in, or within 100m of, the area to be cleared. You must keep a copy of the flora survey trigger map for the area subject to clearing for five years from the day the clearing starts. If you do not clear within the 12 month period that the flora survey trigger map was printed, you need to print and check a new flora survey trigger map.

### 5.3 Exemptions

Many activities are 'exempt' under the protected plant clearing framework, which means that clearing of native plants that are in the wild can be undertaken for these activities with no need for a flora survey or a protected plant clearing permit. The Information sheet - General exemptions for the take of protected plants provides some of these exemptions.

Some exemptions under the NCA are the same as exempt clearing work (formerly known as exemptions) under the *Vegetation Management Act 1999* (i.e. listed in Schedule 21 of the Planning Regulations 2017) while some are different.

### 5.4 Contact information for DETSI

For further information on the protected plants framework:

**Phone** 1300 130 372 (and select option four)

**Email** [palm@detsi.qld.gov.au](mailto:palm@detsi.qld.gov.au)

**Visit** <https://www.qld.gov.au/environment/plants-animals/plants/protected-plants>

## **5.5 Protected plants flora survey trigger map**

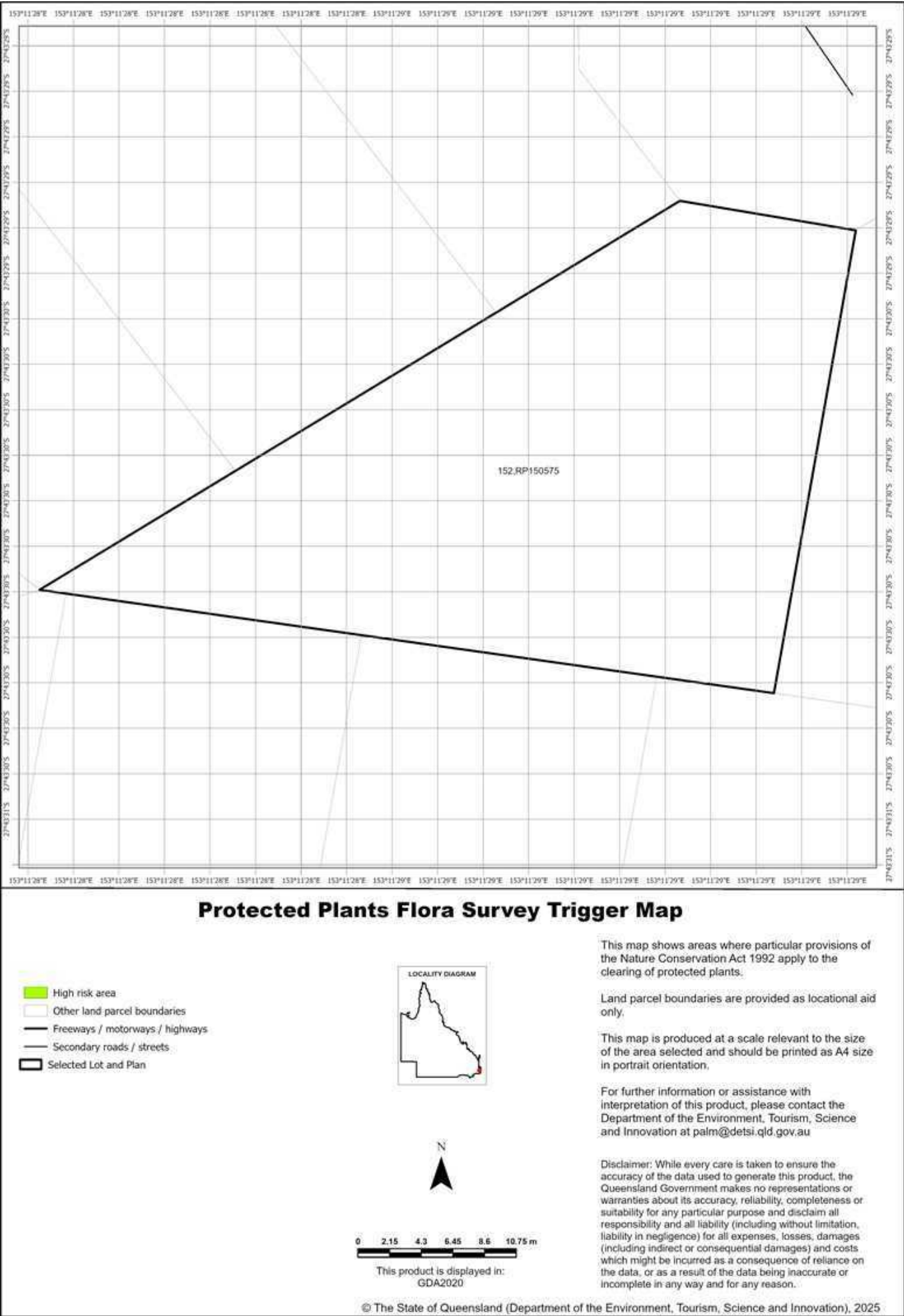
This map included may also be requested individually at: <https://apps.des.qld.gov.au/map-request/flora-survey-trigger/>.

### **Updates to the data informing the flora survey trigger map**

The flora survey trigger map will be reviewed, and updated if necessary, at least every 12 months to ensure the map reflects the most up-to-date and accurate data available.

### **Species information**

Please note that flora survey trigger maps do not identify species associated with 'high risk areas'. While some species information may be publicly available, for example via the [Queensland Spatial Catalogue](#), the Department of the Environment, Tourism, Science and Innovation does not provide species information on request. Regardless of whether species information is available for a particular high risk area, clearing plants in a high risk area may require a flora survey and/or clearing permit. Please see the Department of the Environment, Tourism, Science and Innovation webpage on the [clearing of protected plants](#) for more information.





## 6. Koala protection framework (administered by the Department of the Environment, Tourism, Science and Innovation (DETSI))

The koala (*Phascolarctos cinereus*) is listed in Queensland as endangered by the Queensland Government under *Nature Conservation Act 1992* and by the Australian Government under the *Environment Protection and Biodiversity Conservation Act 1999*.

The Queensland Government's koala protection framework is comprised of the *Nature Conservation Act 1992*, the *Nature Conservation (Animals) Regulation 2020*, the *Nature Conservation (Koala) Conservation Plan 2017*, the *Planning Act 2016* and the *Planning Regulation 2017*.

### 6.1 Koala mapping

#### 6.1.1 Koala districts

The parts of Queensland where koalas are known to occur has been divided into three koala districts - koala district A, koala district B and koala district C. Each koala district is made up of areas with comparable koala populations (e.g. density, extent and significance of threatening processes affecting the population) which require similar management regimes.

Section 7.1 identifies which koala district your property is located in.

#### 6.1.2 Koala habitat areas

Koala habitat areas are areas of vegetation that have been determined to contain koala habitat that is essential for the conservation of a viable koala population in the wild based on the combination of habitat suitability and biophysical variables with known relationships to koala habitat (e.g. landcover, soil, terrain, climate and ground water). In order to protect this important koala habitat, clearing controls have been introduced into the *Planning Regulation 2017* for development in koala habitat areas.

Please note that koala habitat areas only exist in koala district A which is the South East Queensland "Shaping SEQ" Regional Plan area. These areas include the local government areas of Brisbane, Gold Coast, Logan, Lockyer Valley, Ipswich, Moreton Bay, Noosa, Redland, Scenic Rim, Somerset, Sunshine Coast and Toowoomba (urban extent).

There are two different categories of koala habitat area (core koala habitat area and locally refined koala habitat), which have been determined using two different methodologies. These methodologies are described in the document [Spatial modelling in South East Queensland](#).

Section 7.2 shows any koala habitat area that exists on your property.

Under the *Nature Conservation (Koala) Conservation Plan 2017*, an owner of land (or a person acting on the owner's behalf with written consent) can request to make, amend or revoke a koala habitat area determination if they believe, on reasonable grounds, that the existing determination for all or part of their property is incorrect.

More information on requests to make, amend or revoke a koala habitat area determination can be found in the document [Guideline - Requests to make, amend or revoke a koala habitat area determination](#).

The koala habitat area map will be updated at least annually to include any koala habitat areas that have been made, amended or revoked.

Changes to the koala habitat area map which occur between annual updates because of a request to make, amend or revoke a koala habitat area determination can be viewed on the register of approved requests to make, amend or revoke a koala habitat area available at:

<https://environment.des.qld.gov.au/wildlife/animals/living-with/koalas/mapping/koalamaps>. The register includes the lot on plan for the change, the date the decision was made and the map issued to the landholder that shows areas determined to be koala habitat areas.

#### 6.1.3 Koala priority areas

Koala priority areas are large, connected areas that have been determined to have the highest likelihood of achieving conservation outcomes for koalas based on the combination of habitat suitability, biophysical variables with known relationships to koala habitat (e.g. landcover, soil, terrain, climate and ground water) and a koala conservation cost benefit analysis.

Conservation efforts will be prioritised in these areas to ensure the conservation of viable koala populations in the wild including a focus on management (e.g. habitat protection, habitat restoration and threat mitigation) and monitoring. This includes a prohibition on clearing in koala habitat areas that are in koala priority areas under the *Planning Regulation 2017* (subject to some exemptions).

Please note that koala priority areas only exist in koala district A which is the South East Queensland "Shaping SEQ" Regional Plan area. These areas include the local government areas of Brisbane, Gold Coast, Logan, Lockyer Valley, Ipswich, Moreton Bay, Noosa, Redland, Scenic Rim, Somerset, Sunshine Coast and Toowoomba (urban extent).

Section 7.2 identifies if your property is in a koala priority area.

#### 6.1.4 Identified koala broad-hectare areas

There are seven identified koala broad-hectare areas in SEQ. These are areas of koala habitat that are located in areas committed to meet development targets in the SEQ Regional Plan to accommodate SEQ's growing population including bring-forward Greenfield sites under the Queensland Housing Affordability Strategy and declared master planned areas under the repealed *Sustainable Planning Act 2009* and the repealed *Integrated Planning Act 1997*.

Specific assessment benchmarks apply to development applications for development proposed in identified koala broad-hectare areas to ensure koala conservation measures are incorporated into the proposed development.

Section 7.2 identifies if your property is in an identified koala broad-hectare area.

## 6.2 Koala habitat planning controls

On 7 February 2020, the Queensland Government introduced new planning controls to the Planning Regulation 2017 to strengthen the protection of koala habitat in South East Queensland (i.e. koala district A).

More information on these planning controls can be found here:

<https://environment.des.qld.gov.au/wildlife/animals/living-with/koalas/mapping/legislation-policy>.

As a high-level summary, the koala habitat planning controls make:

- development that involves interfering with koala habitat (defined below) in an area that is both a koala priority area and a koala habitat area, prohibited development (i.e. development for which a development application cannot be made);
- development that involves interfering with koala habitat (defined below) in an area that is a koala habitat area but is not a koala priority area, assessable development (i.e. development for which development approval is required); and
- development that is for extractive industries where the development involves interfering with koala habitat (defined below) in an area that is both a koala habitat area and a key resource area, assessable development (i.e. development for which development approval is required).

**Interfering with koala habitat** means:

1. Removing, cutting down, ringbarking, pushing over, poisoning or destroying in anyway, including by burning, flooding or draining native vegetation in a koala habitat area; but
2. Does not include destroying standing vegetation stock or lopping a tree.

However, these planning controls do not apply if the development is exempted development as defined in Schedule 24 of the [Planning Regulation 2017](#). More information on exempted development can be found here:

<https://environment.des.qld.gov.au/wildlife/animals/living-with/koalas/mapping/legislation-policy>.

There are also assessment benchmarks that apply to development applications for:

- building works, operational works, material change of use or reconfiguration of a lot where:

- the local government planning scheme makes the development assessable;
- the premises includes an area that is both a koala priority area and a koala habitat area; and
- the development does not involve interfering with koala habitat (defined above); and

- development in identified koala broad-hectare areas.

The [Guideline - Assessment Benchmarks in relation to Koala Habitat in South East Queensland assessment benchmarks](#) outlines these assessment benchmarks, the intent of these assessment benchmarks and advice on how proposed development may meet these assessment benchmarks.

### **6.3 Koala Conservation Plan clearing requirements**

Section 10 and 11 of the [Nature Conservation \(Koala\) Conservation Plan 2017](#) prescribes requirements that must be met when clearing koala habitat in koala district A and koala district B.

These clearing requirements are independent to the koala habitat planning controls introduced into the Planning Regulation 2017, which means they must be complied with irrespective of any approvals or exemptions offered under other legislation.

Unlike the clearing controls prescribed in the Planning Regulation 2017 that are to protect koala habitat, the clearing requirements prescribed in the Nature Conservation (Koala) Conservation Plan 2017 are in place to prevent the injury or death of koalas when koala habitat is being cleared.

### **6.4 Contact information for DETSI**

For further information on the koala protection framework:

**Phone** 13 QGOV (13 74 68)

**Email** [koala.assessment@detsi.qld.gov.au](mailto:koala.assessment@detsi.qld.gov.au)

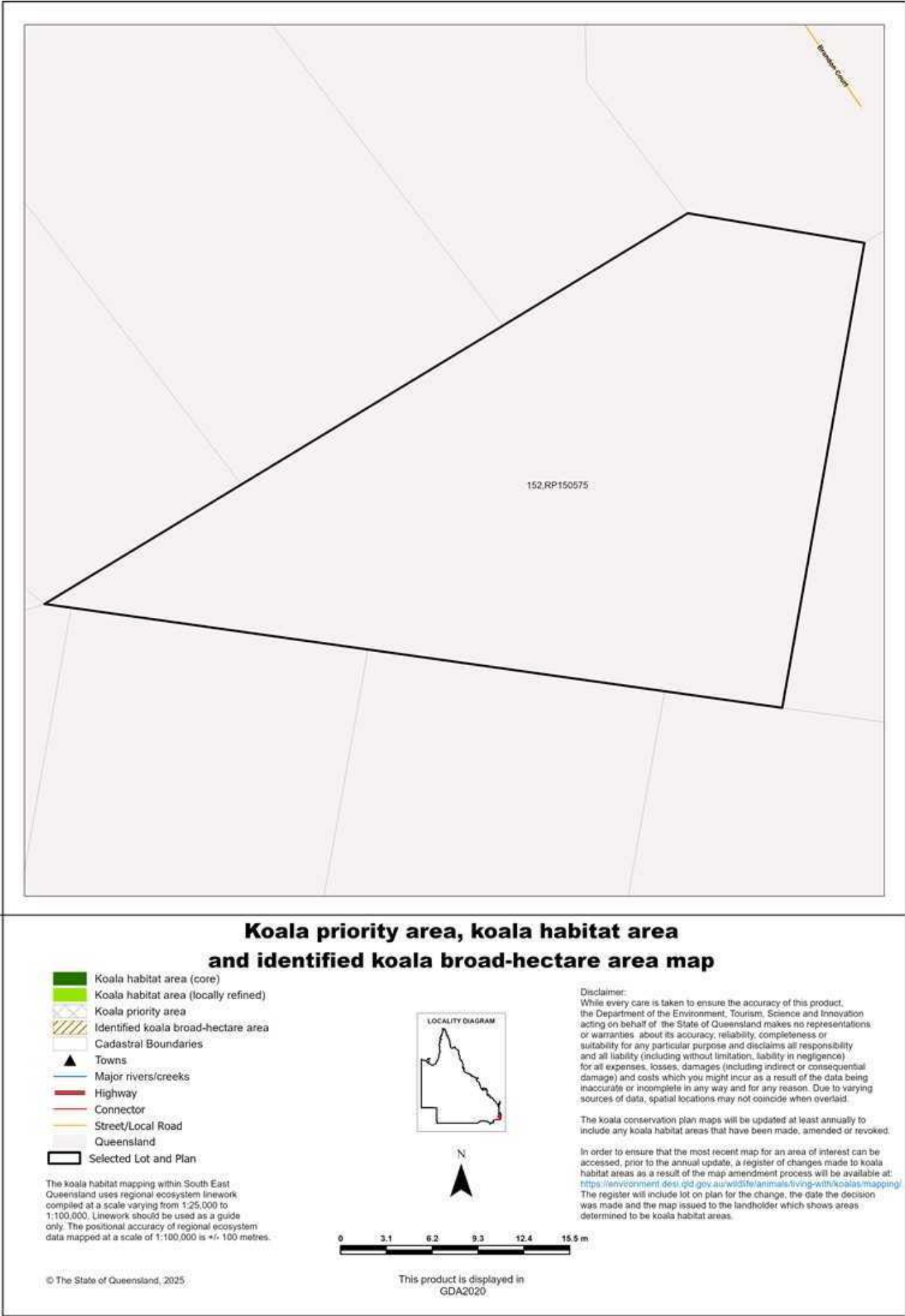
**Visit** <https://environment.desi.qld.gov.au/wildlife/animals/living-with/koalas/mapping>

7. Koala protection framework details for Lot: 152 Plan: RP150575

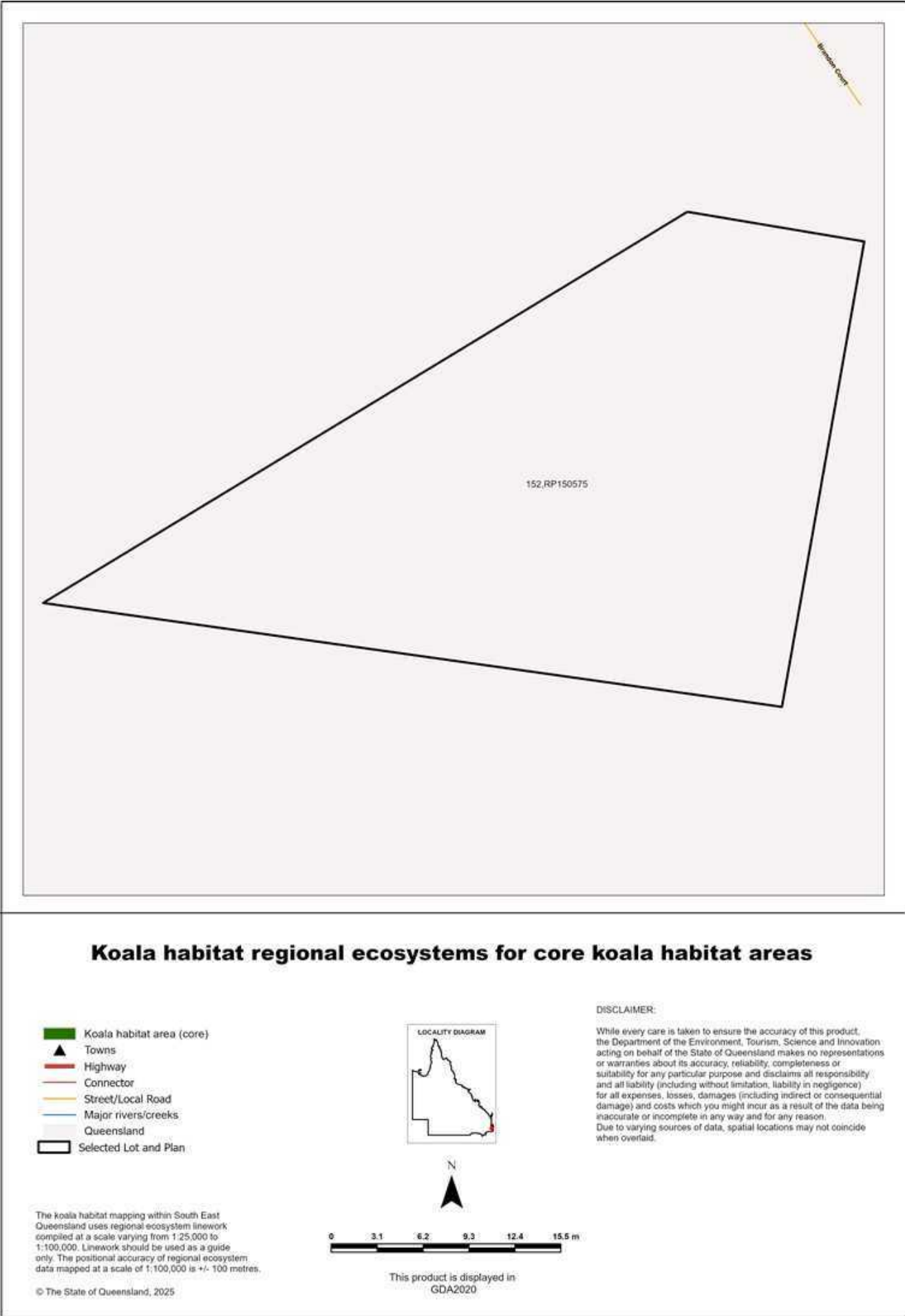
7.1 Koala districts

Koala District A

7.2 Koala priority area, koala habitat area and identified koala broad-hectare map



7.3 Koala habitat regional ecosystems for core koala habitat areas



## 8. Other relevant legislation contacts list

Activity	Legislation	Agency	Contact details
Interference with overland flow	<i>Water Act 2000</i>	Department of Local Government, Water and Volunteers	Ph: 13 QGOV (13 74 68) <a href="http://www.dlgwv.qld.gov.au">www.dlgwv.qld.gov.au</a>
Earthworks, significant disturbance	<i>Soil Conservation Act 1986</i>	Queensland Department of Natural Resources and Mines, Manufacturing, and Regional and Rural Development	Ph: 13 QGOV (13 74 68) <a href="http://www.nrmrdd.qld.gov.au">www.nrmrdd.qld.gov.au</a>
Fire Permits	<i>Fire and Emergency Services Act 1990</i>	Queensland Fire Department	Ph: 13 QGOV (13 74 68) <a href="http://www.fire.qld.gov.au">www.fire.qld.gov.au</a>
Indigenous Cultural Heritage	<i>Aboriginal Cultural Heritage Act 2003</i> <i>Torres Strait Islander Cultural Heritage Act 2003</i>	Queensland Department of Women, Aboriginal and Torres Strait Islander Partnerships and Multiculturalism	Ph: 13 QGOV (13 74 68) <a href="http://www.tatsipca.qld.gov.au">www.tatsipca.qld.gov.au</a>
Mining and environmentally relevant activities Infrastructure development (coastal) Heritage issues	<i>Environmental Protection Act 1994</i> <i>Coastal Protection and Management Act 1995</i> <i>Queensland Heritage Act 1992</i>	Queensland Department of the Environment, Tourism, Science and Innovation	Ph: 13 QGOV (13 74 68) <a href="http://www.detsi.qld.gov.au">www.detsi.qld.gov.au</a>
Protected plants and protected areas	<i>Nature Conservation Act 1992</i> <i>Planning Act 2016</i>	Queensland Department of the Environment, Tourism, Science and Innovation	Ph: 1300 130 372 (option 4) <a href="mailto:palm@detsi.qld.gov.au">palm@detsi.qld.gov.au</a> <a href="http://www.detsi.qld.gov.au">www.detsi.qld.gov.au</a>
Koala mapping and regulations	<i>Nature Conservation Act 1992</i>	Queensland Department of the Environment, Tourism, Science and Innovation	Ph: 13 QGOV (13 74 68) <a href="mailto:Koala.assessment@detsi.qld.gov.au">Koala.assessment@detsi.qld.gov.au</a>
Interference with fish passage in a watercourse, mangroves Forestry activities	<i>Fisheries Act 1994</i> <i>Forestry Act 1959</i>	Queensland Department of Primary Industries	Ph: 13 QGOV (13 74 68) <a href="http://www.daf.qld.gov.au">www.daf.qld.gov.au</a>
Matters of National Environmental Significance including listed threatened species and ecological communities	<i>Environment Protection and Biodiversity Conservation Act 1999</i>	Department of Climate Change, Energy, the Environment and Water (Australian Government)	Ph: 1800 803 772 <a href="http://www.dceew.gov.au">www.dceew.gov.au</a>
Development and planning processes	<i>Planning Act 2016</i> <i>State Development and Public Works Organisation Act 1971</i>	Queensland Department of State Development, Infrastructure and Planning	Ph: 13 QGOV (13 74 68) <a href="http://www.planning.qld.gov.au">www.planning.qld.gov.au</a>
Coordinated projects	<i>Planning Act 2016</i> <i>State Development and Public Works Organisation Act 1971</i>	Office of the Coordinator-General	Ph: 13 QGOV (13 74 68) <a href="http://www.statedevelopment.qld.gov.au/coordinator-general">www.statedevelopment.qld.gov.au/coordinator-general</a>
Wet Tropics World Heritage Area	<i>Wet Tropics World Heritage Protection and Management Act 1993</i>	Queensland Wet Tropics Management Authority	Ph: (07) 4241 0500 <a href="http://www.wettropics.gov.au">www.wettropics.gov.au</a>
Requirements on State controlled road	<i>Transport Infrastructure Act 1994</i>	Queensland Department of Transport and Main Roads	Ph: 13 QGOV (13 74 68) <a href="https://www.tmr.qld.gov.au">https://www.tmr.qld.gov.au</a>
Local government requirements	<i>Local Government Act 2009</i> <i>Planning Act 2016</i>	Your relevant local government office	<a href="#">Local Government Contact Directory</a>



# Rate Notice

July - September 2025

Logan City Council ABN 31 627 796 435

*Paid online 25 July 2025*



Assessment number: 99977619

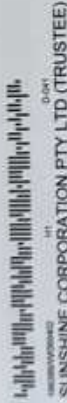
Billing period: 01 Jul 2025 - 30 Sep 2025

Issue date: 21 Jul 2025

Due date: 22 Aug 2025

Amount due: \$1,176.56

Interest of 12.12% per annum applies daily to charges on overdue rates and charges.



SUNSHINE CORPORATION PTY LTD (TRUSTEE)

2485

Property location	Lot on plan	Rating category	Rateable value
3 Brandon Court, BEENLEIGH QLD 4207	Lot 152 RP 150575	Residential (Non-Owner-Occupied)	\$358,333

## Go paperless!

Register now to receive your next rate notice delivered directly to your inbox. Please visit the link or scan the QR code below.

## Having trouble paying your rates?

If you are experiencing financial hardship, please visit the link or scan the QR code below.



logan.qld.gov.au/rates

## Summary of charges

Payments received after 3 July 2025 may not be included below.

Balance as of 3 July 2025	\$	0.00
Council rates and charges	\$	641.08
State government charges	\$	62.90
Water and wastewater (sewerage) charges	\$	472.58
The total consists of services and usage charges, refer to page 3.		
Amount payable if paid by 22 Aug 2025	\$	1,176.56

See over the page for a breakdown and more payment options

Payment online

Payment by Bpay

Payment by phone

Payment at Australia Post



Use your credit or debit card to pay 24 hours, 7 days per week

Billin Code: 17392 Ref: 5 9897 7619

Billin Code: 17392 Ref: 5 9897 7619



logan.qld.gov.au/online-payment

Telephone & Internet Banking - Bpay

Phone: 1300 276 468 or 1300 276 468

Minimum payment \$50.00 unless the amount shown on the current rate notice is less.

Assessment number: 98977619

Period: 1 Jul 2025 to 30 Sep 2025 Issue date: 21 Jul 2025

Breakdown of July to September 2025 rates and charges

Council rates and charges	Amount
General Rate - Residential (Non-Owner-Occupied)	\$ 502.07
Garbage Charge - Residential Waste & Recycling	\$ 111.50
Environmental Charge	\$ 27.10
Volunteer Fire Brigade Separate Charge	\$ 0.41
<b>\$ 641.08</b>	
<b>State government charges</b>	
State Emergency Levy Group 2	\$ 62.90
<b>\$ 62.90</b>	
<b>Water and wastewater (sewerage) charges</b>	
Water Service Charge - Res	\$ 82.13
Wastewater (Sewerage) Charge	\$ 202.00
Water Usage	\$ 188.45
<b>\$ 472.58</b>	
<b>Total rates and charges for July to September 2025</b>	<b>\$ 1,176.56</b>

The Queensland Government waste levy for general waste has increased from \$115 per tonne in 2024/25 to \$125 per tonne for 2025/26. The Queensland Government has reduced the rebate provided to Council from \$12,381,830 in 2024/25 to \$11,083,480 in 2025/26 to mitigate impacts from the waste levy on households. Council's Waste Utility Charge covers costs associated with providing bin collection services and managing waste in the City of Logan, including the gap between the Queensland Government waste levy charged to Council and the rebate received by Council which is approximately 70% for the 2025/26 financial year.

### Council contact details

Logan City Council Administration Centre and  
Customer Service Centres

150 Wentley Rd, Logan Central

Postal Address:

PO Box 3226, Logan City DC Qld 4114

Open: 8am–5pm Monday to Friday (AEST)

Website: [logan.qld.gov.au](http://logan.qld.gov.au)

Email: [council@logan.qld.gov.au](mailto:council@logan.qld.gov.au)

Rates enquiries: 07 3412 5230

#### Beenleigh Customer Service

105 George St, Beenleigh

(Cnr of George St and City Rd)

Open: 8am–4.45pm Monday to Friday (AEST)

#### Jimboomba Customer Service

18–22 Honour St, Jimboomba

Open: 8am–4.45pm Monday to Friday (AEST)

Council offices are closed on public holidays

### Other ways to pay your rates

#### AusPost app

Download the Australia Post app available on the App Store or Google Play. Use the app to pay your rates.



#### Direct debit

To arrange automatic payment from your bank account, visit [logan.qld.gov.au/rates-payment-options](http://logan.qld.gov.au/rates-payment-options). Your application must be received at least seven days before the next due date. NOTE: Direct Debit can not be set up on a credit card account.



#### In person

Logan City Council Administration Centre or  
Customer Service Centres

cash; cheque; money order; debit card; credit card



#### By mail

Make your cheque or money order payable to Logan City Council and post it with details of your property address and rates assessment number to the postal address on this page.

Amount
502.07
111.50
27.10
0.41
\$ 641.08

Water and Wastewater Account Information



Distribution and retail charges for the period 01/07/2025 to 30/09/2025 have been tallied and are detailed below

Property location	Lot on plan
3 Brandon Court, BEENLEIGH QLD 4207	Lot 152 RP 15/05/75

Local Government Distribution and Retail Charges

Water Service Charge - Res - amount charged to maintain the water network	\$ 82.13
Wastewater (Sewerage) Charge - amount charged to maintain the wastewater network	\$ 202.00
Water Usage	\$ 188.45
	\$ 472.58

Meter No.	Previous read date	Previous meter reading	Current read date	Current meter reading	Usage	No. of days	Avg. daily usage (kl)
22V04583	17 Jan 2025	246	08 Apr 2025	288	42	81	0.519
Council Water Usage Charge							\$ 43.79
State Govt Bulk Water Charge							\$ 144.66
							\$ 188.45

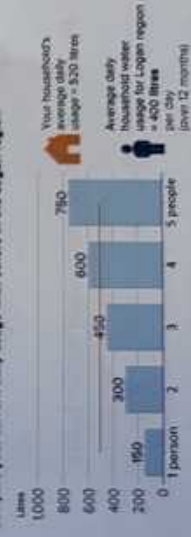
Water usage detail (PLEASE NOTE: Meters that have zero usage during the period are not shown)

Your water usage comparison

Compare your average daily usage over time



Compare your current daily usage with others in the Logan region



Please refer to the TRA for advice on the charges that can be passed on to tenants. Visit [rta.qld.gov.au](http://rta.qld.gov.au) and search for 'Water charging fact sheet'.



You are using more water than the average Logan household, there are many simple ways for you to use less water. Check out our water saving tips on the next page to see how small changes can make a big difference.



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Viewed: 14/8/2025 | 15:51

Signed: 14/8/2025 | 15:52

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14/8/2025 | 15:52

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Security Checked

14/8/2025 | 15:52

**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**

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