

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: _____
Michelle Nicola Denny

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

NAME: _____ ABN: _____
Katarina Tuakanna Denny

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: _____ EMAIL: logan@ngurealestate.com.au

SELLER'S SOLICITOR

← or any other solicitor notified to the Buyer

NAME: _____
Stanford Legal

REF: _____ CONTACT: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: (07) 3703 1801 MOBILE: _____ EMAIL: property@stanfordlegal.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: 245 Killara Boulevard

SUBURB: Logan Reserve STATE: QLD POSTCODE: 4133

DESCRIPTION: LOT: 226 PLAN: SP303644 AREA: 395 sqm ← more or less

TITLE REFERENCE: 51192504 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 \$ 5%
payable on the day the Buyer signs this contract unless another time is specified below:Balance Deposit \$ _____
(if any) payable on: _____

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

Deposit Holder:	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: 30 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: \$

Financier:

Finance Date:

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

BUILDING AND/OR PEST INSPECTION DATE

Inspection Date:

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

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

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MATTERS AFFECTING PROPERTY

TITLE ENCUMBRANCES:

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

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

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

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

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

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

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-Refer to Disclosure Statement

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

2. DEPOSIT

2.1 Payment of Deposit

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

2.2 Investment of Deposit

If:

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

2.3 Entitlement to Deposit and Interest

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

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

3. PURCHASE PRICE

3.1 Payment of Balance Purchase Price

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

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

3.2 Foreign Residents Capital Gains Tax Withholding

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

3.3 GST Withholding

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

3.4 Adjustments

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

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

3.5 Outgoings

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

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

where:

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

LA means the area of the Lot

PA means the area of the Parent Lot.

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

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

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

3.6 Rent

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

3.7 Cost of Bank Cheques

If settlement is not an Electronic Settlement:

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

4. CONDITIONS

4.1 Finance

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

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

4.2 Building and Pest Inspection

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

4.3 Consent to Transfer of State Lease

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

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

5. SETTLEMENT

5.1 Time and Date

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

5.2 Electronic Settlement

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

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

5.3 Place for Settlement

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

5.4 Transfer Documents

If the settlement is not an Electronic Settlement:

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

5.5 Documents and Keys at Settlement

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

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

5.6 Assignment of Covenants and Warranties

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

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

5.7 Possession of Property

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

5.8 Title to Included Chattels

Title to the Included Chattels passes at settlement.

5.9 Removal of Reserved Items

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

6. TIME

6.1 Time of the Essence

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

6.2 Extension of Settlement Date

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

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

6.3 Extension of Settlement Date – Late Unsigning

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

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

7. MATTERS AFFECTING THE PROPERTY

7.1 Title

The Lot is sold subject to:

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

7.2 Encumbrances

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

7.3 Requisitions

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

7.4 Seller's Warranties

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

- (f) the Seller is not aware of any facts or circumstances that may lead to the Lot being classified as contaminated land within the meaning of the *Environmental Protection Act 1994*.
- (2) Subject to clause 7.8, the Seller warrants that, at settlement:
 - (a) if the Lot is freehold: it will be the registered owner of an estate in fee simple in the Lot and will own the rest of the Property;
 - (b) if the Lot is leasehold: it will be the registered lessee, the lease is not liable to forfeiture because of default under the lease, and it will own the rest of the Property;
 - (c) it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and
 - (d) there will be no unsatisfied Court order or writ of execution affecting the Property.
- (3) Subject to clause 7.8, if the Seller breaches a warranty in clause 7.4(1) or 7.4(2), without limiting any other remedy, the Buyer may terminate this contract by notice to the Seller given before settlement.
- (4) The Seller warrants that:
 - (a) the statements made by the Seller in the Reference Schedule under Residential Tenancy Agreements and Rooming Accommodation Agreements are true and correct; and
 - (b) if there are Tenancies, the current rent complies with the requirements of sections 91 and 93 of the RTRA Act, as those sections applied on the date of each Tenancy.
- (5) If the Seller's warranty in clause 7.4(4) is incorrect, the Buyer's only remedy against the Seller is for compensation. The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.4(5).
- (6) The Seller does not warrant that the Present Use is lawful.

7.5 Survey and Mistake

- (1) The Buyer may survey the Lot.
- (2) If:
 - (a) there is an error in the boundaries or area of the Lot;
 - (b) there is an encroachment by structures onto or from the Lot;
 - (c) there are Services that pass through the Lot which do not service the Lot and are not protected by any Encumbrance to which this sale is subject; or
 - (d) there is a mistake or omission in this contract in describing the Property or the Seller's title to it, which is material, the Buyer may terminate this contract by notice to the Seller given before settlement.
- (3) If a matter referred to in clause 7.5(2) is:
 - (a) immaterial; or
 - (b) material, but the Buyer elects to complete this contract,
 the Buyer's only remedy against the Seller is for compensation, but only if claimed by the Buyer in writing on or before settlement.
- (4) The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.5(3).

7.6 Requirements of Authorities

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

7.7 Property Adversely Affected

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

7.8 Effect of Pre-Contract Disclosure

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

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

7.9 Compliant Smoke Alarms

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

7.10 Dividing Fences

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

7.11 Authority for Buyer's Searches

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

8. RIGHTS AND OBLIGATIONS UNTIL SETTLEMENT

8.1 Risk

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

8.2 Access

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

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

8.3 Seller's Obligations After Contract Date

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

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

8.4 Information Regarding the Property

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

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

8.5 Possession Before Settlement

If possession is given before settlement:

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

9. PARTIES' DEFAULT

9.1 Seller and Buyer May Affirm or Terminate

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

9.2 If Seller Affirms

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

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

9.3 If Buyer Affirms

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

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

9.4 If Seller Terminates

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

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

9.5 If Buyer Terminates

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

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

9.6 Seller's Resale

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

9.7 Seller's Damages

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

9.8 Buyer's Damages

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

9.9 Interest on Late Payments

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

10. GST

10.1 Definitions

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

10.2 No GST is payable or Purchase Price includes GST

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

10.3 Purchase Price Does Not Include GST

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

10.4 Margin Scheme

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

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

10.5 Going Concern

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

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

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

10.6 Farm Land

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

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

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

10.7 Adjustments

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

10.8 Tax Invoice

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

10.9 Remedies

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

11. GENERAL

11.1 Foreign Buyer Approval

The Buyer warrants that either:

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

11.2 Duty

The Buyer must pay all duty on this contract.

11.3 Notices

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

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

11.4 Electronic Signing

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

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

11.5 Pre-contract Disclosure

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

11.6 Business Days

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

11.7 Rights After Settlement

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

11.8 Further Acts

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

11.9 Severance

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

11.10 Interpretation

(1) Plurals and Genders

Reference to:

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

(2) Parties

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

(3) Acts and Regulations

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

(4) **Inconsistencies**

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

(5) **Headings**

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

(6) **Calculating Time**

If anything is permitted or required to be done:

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

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

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

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

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

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

11.11 Counterparts

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

12. ADDITIONAL PROVISIONS FOR COMMUNITY TITLE LOTS

12.1 When clause applies

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

12.2 Additional Definitions

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

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

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

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

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

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

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

12.3 Body Corporate Records Inspection

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

12.4 Adjustment of Land Tax

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

12.5 Body Corporate Debts

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

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

12.6 Notice of purchase to Body Corporate

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

12.7 Title

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

12.8 Encumbrances

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

12.9 Seller's Additional Warranties

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

12.10 Body Corporate Meetings

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

12.11 Property Adversely Affected

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

13. ADDITIONAL PROVISIONS FOR BUGTA LOTS

13.1 When clause applies

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

13.2 Additional Definitions

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

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

13.3 Body Corporate Records Inspection

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

13.4 Adjustment of Land Tax

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

13.5 Body Corporate Debts

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

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

13.6 Section 53 Notices

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

13.7 Title

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

13.8 Encumbrances

- For clause 7.2, the Property is also sold subject to:
- (a) the easements implied or created by sections 15 to 17 of the *Building Units and Group Titles Act 1980*;
 - (b) the easements implied or created by the Relevant Specified Act; and
 - (c) interests registered on the common property for the Parcel.

13.9 Seller’s Additional Warranties

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

13.10 Body Corporate Meetings

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

13.11 Property Adversely Affected

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

Seller disclosure statement



Queensland
Government

Property Law Act 2023 section 99

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

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

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

This statement does not include information about:

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

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

Part 1 – Seller and property details

Seller Michelle Nicola Denny and Katarina Tuakanna Denny

Property address 245 Killara Boulevard
(referred to as the “property” in this statement) Logan Reserve QLD 4133

Lot on plan description Lot 226 on SP303644

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

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

Title details	The seller gives or has given the buyer the following—
	A title search for the property issued under the <i>Land Title Act 1994</i> showing interests registered under that Act for the property. ☒ Yes
	A copy of the plan of survey registered for the property. ☒ Yes

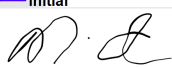
Initial Initial
KTD [Signature]

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 ☐ Yes ☒ No to 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: Insert date range » the amount of rent and bond payable: Insert amount of rent and bond » whether the lease has an option to renew: Insert option to renew information 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: Insert names of parties to the agreement, term of the agreement and any amounts payable by the owner of the property
Statutory encumbrances	There are statutory encumbrances that affect the property. ☒ Yes ☐ No <i>If Yes, the details of any statutory encumbrances are as follows:</i> See attached BYDA Report dated 26.09.25
Residential tenancy or rooming accommodation agreement	The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> during the last 12 months. ☐ Yes ☒ No If Yes, when was the rent for the premises or each of the residents' rooms last increased? <i>(Insert date of the most recent rent increase for the premises or rooms)</i> Note—Under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises. 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.

Initial

KTD

Initial



Part 3 – Land use, planning and environment

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

Zoning	The zoning of the property is <i>(Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 1993; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable)</i> : Low Density Residential		
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
	The lot is affected by a notice of intention to resume the property or any part of the property.	☐ Yes	☒ No
	<i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i>		

* *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 <i>Environmental Protection Act 1994</i> .	☐ Yes	☒ No
	The following notices are, or have been, given:		
	A notice under section 408(2) of the <i>Environmental Protection Act 1994</i> (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan).	☐ Yes	☒ No
	A notice under section 369C(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which an environmental enforcement order applies).	☐ Yes	☒ No
	A notice under section 347(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which a prescribed transitional environmental program applies).	☐ Yes	☒ No

Trees	There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property.	☐ Yes	☒ No
	<i>If Yes, a copy of the order or application must be given by the seller.</i>		

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

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
	<i>A notice under section 47 of the Queensland Building and Construction Commission Act 1991 must be given by the seller and you may be required to sign the notice and return it to the seller prior to signing the contract.</i>		
Notices and orders	There is an unsatisfied show cause notice or enforcement notice under the <i>Building Act 1975</i> , section 246AG, 247 or 248 or under the <i>Planning Act 2016</i> , section 167 or 168.	☐ 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
	<i>If Yes, a copy of the notice or order must be given by the seller.</i>		
Building Energy Efficiency Certificate	If the property is a commercial office building of more than 1,000m ² , 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) including common locations of asbestos and other practical guidance for homeowners.		

Initial Initial


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: 476.29 (inc water) Date Range: 01/07/2025- 30/09/2025
	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: Insert amount Date Range: Insert date range
	OR
	There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is:
	Amount: Insert estimated amount Date Range: Insert date range

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

Initial Initial
KTD [Signature]

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)	☐ Yes	☒ No
Community Management Statement	A copy of the most recent community management statement for the scheme as recorded under the <i>Land Title Act 1994</i> or another Act is given to the buyer. Note —If the property is part of a community titles scheme, the community management statement for the scheme contains important information about the rights and obligations of owners of lots in the scheme including matters such as lot entitlements, by-laws and exclusive use areas.	☐ Yes	
Body Corporate Certificate	A copy of a body corporate certificate for the lot under the <i>Body Corporate and Community Management Act 1997</i> , section 205(4) is given to the buyer. If No — An explanatory statement is given to the buyer that states: » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 6 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot.	☐ Yes	☒ No
Statutory Warranties	Statutory Warranties —If you enter into a contract, you will have implied warranties under the <i>Body Corporate and Community Management Act 1997</i> relating to matters such as latent or patent defects in common property or body corporate assets; any actual, expected or contingent financial liabilities that are not part of the normal operating costs; and any circumstances in relation to the affairs of the body corporate that will materially prejudice you as owner of the property. There will be further disclosure about warranties in the contract.		

Building Units and Group Titles Act 1980	The property is included in a BUGTA scheme (If Yes, complete the information below)	☐ Yes	☒ No
Body Corporate Certificate	A copy of a body corporate certificate for the lot under the <i>Building Units and Group Titles Act 1980</i> , section 40AA(1) is given to the buyer. If No — An explanatory statement is given to the buyer that states: » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 7 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot. Note —If the property is part of a BUGTA scheme, you will be subject to by-laws approved by the body corporate and other by-laws that regulate your use of the property and common property.	☐ Yes	☐ No

Initial Initial
KTD [Signature]

Signatures – SELLER

Signed by:

01B00FA7B9CB4B2...

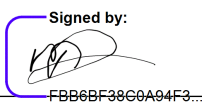
Signature of seller

Katarina Tuakanna Denny

Name of seller

18/10/2025

Date

Signed by:

FDB6BF38C0A94F3...

Signature of seller

Michelle Nicola Denny

Name of seller

15/10/2025

Date

Signatures – BUYER

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

Signature of buyer

Signature of buyer

Name of buyer

Name of buyer

Date

Date

CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 53578394
Search Date: 02/10/2025 11:46

Title Reference: 51192504
Date Created: 14/08/2019

Previous Title: 17430204

REGISTERED OWNER

Dealing No: 719947939 11/03/2020

MICHELLE NICOLA DENNY
KATARINA TUAKANNA DENNY JOINT TENANTS

ESTATE AND LAND

Estate in Fee Simple

LOT 226 SURVEY PLAN 303644
Local Government: LOGAN

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10091088 (POR 39)
2. MORTGAGE No 719947940 11/03/2020 at 09:38
COMMONWEALTH BANK OF AUSTRALIA A.C.N. 123 123 124

ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

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

Land Title Act 1994 ; Land Act 1994
Form 21 Version 4

SURVEY PLAN

Sheet
1 of
7

Peg placed at all new corners unless otherwise stated.
Original information compiled from IS257350 in the Department of Natural Resources, Mines & Energy.
Area of New Road
1.045 ha

MGA COORDINATES GDA-94

STATION	EAST	NORTH	ZONE	P.L.	LINEAGE	METHOD	REMARKS
OPM from Stn 48	510 681.778	6 935 592.556	56	0.018	Derived	AUSPOS	Mini Mk
PM from Stn 57	511 056.033	6 935 698.297	56	0.017	Derived	AUSPOS	Mini Mk

REFERENCE MARKS

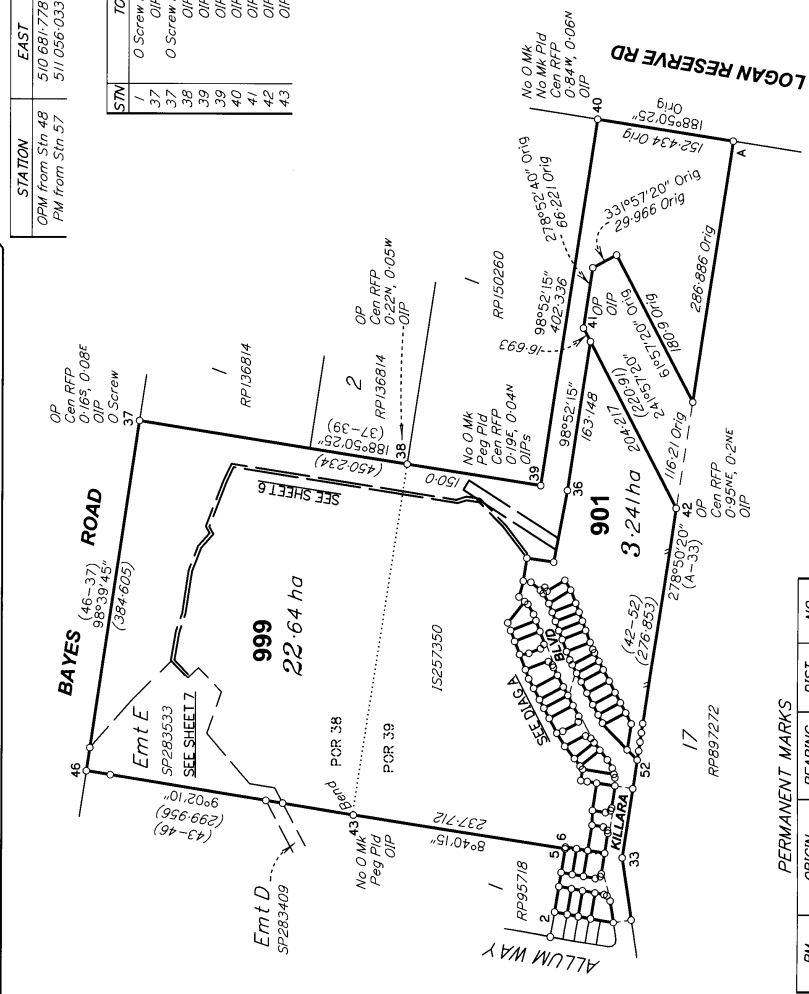
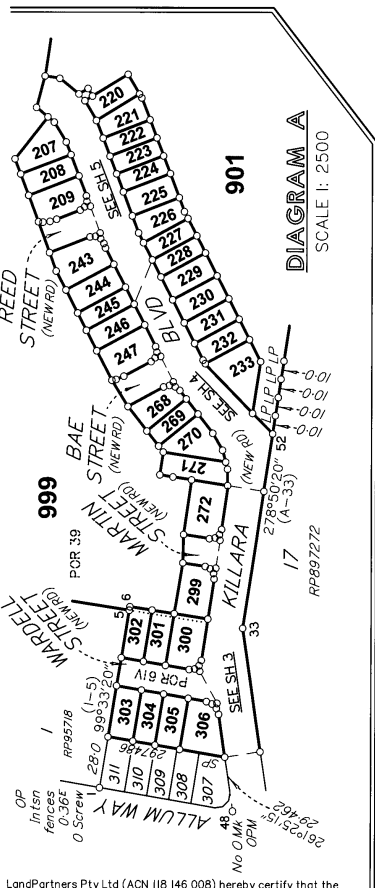
STN	TO	ORIGIN	BEARING	DIST
1	O Screw in M/H	34/SP297486	323°48'	1.889
37	OIP	18/IS257350	320°26'20"	12.406
38	OIP	18/IS257350	350°04'40"	23.313
39	OIP	20/IS257350	304°42'20"	15.031
40	OIP	5/RP150260	98°52'15"	1.006
41	OIP	21/IS257350	293°59'	14.595
42	OIP	17/IS234471	123°39'20"	18.12
43	OIP	7/RP224555	354°00'20"	10.75
	OIP	8/RP224555	43°41'20"	2.857
	OIP	13/IS257350	72°17'	10.582

SURVEY REPORT

Plans Used: IS257350, SP283533, SP283407, SP283409, SP297486, SP303657, RP150260, IS234471, RP224555.

Approximately 4.25 hrs of simultaneous static GNSS data was logged on 2 permanent marks which were part of this survey. The data was processed through the AUSPOS service and the results are shown on the face of this plan. The rapid AUSPOS report has been lodged with DNRW along with this survey plan.

Reinstatement: This survey is a stage of a larger subdivision as per the plans listed above. All measured original boundaries common with previous surveys listed above measure as per those plans. Original marks measured or gone are noted on the face of this survey plan.



LandPartners Pty Ltd (ACN 118 146 008) hereby certify that the land comprised in this plan was surveyed by the corporation, by Mark William ELLIS, surveyor, for whose work the corporation accepts responsibility, under the supervision of Geoffrey Ray WILSON, cadastral surveyor and that the plan is accurate, that the said survey was performed in accordance with the Survey and Mapping Infrastructure Act 2003 and Surveyors Act 2003 and associated Regulations and Standards and that the said survey was completed on 20/05/2019.

Director
Director

Date 29/05/2019

Plan of Lots 207-209, 220-233, 243-247, 268-272, 299-306, 901, 999 and Easements F-H in Lot 999

Cancelling Lot 999 on SP297486 and Lot 4 on RP224555

LOCAL GOVERNMENT: LOGAN C.C. LOCALITY: LOGAN RESERVE

Meridian: MGA (Zone 56) Vide CORS

Survey Records: No

Scale: 1:5000
Format: STANDARD



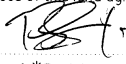
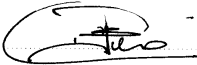
SP303644

PM	ORIGIN	BEARING	DIST	NO
48-OPM	37/SP297486	106°30'	8.67	204.333

BR.D6733.006-3-3

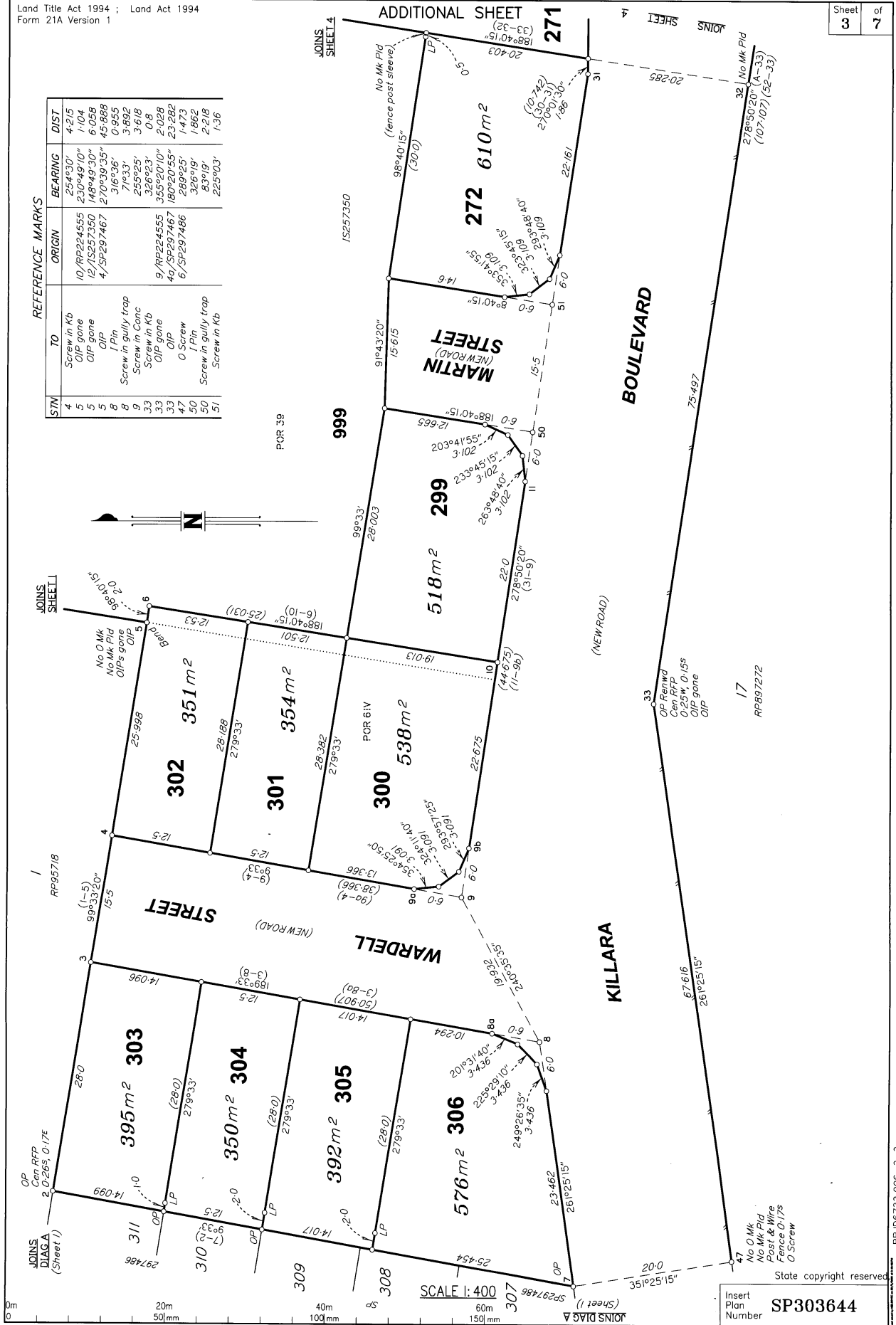
Initial
KTD
Initial
[Signature]

Copyright protects the plan/s being ordered by you. Unauthorised reproduction or amendments are not permitted.

Land Title Act 1994 ; Land Act 1994 Form 21B Version 1		Sheet 2 of 7 WARNING : Folded or Mutilated Plans will not be accepted. Plans may be rolled. Information may not be placed in the outer margins.																										
719544318 \$4204.00 01/08/2019 13:59 GC 400 NT		5. Lodged by (Include address, phone number, reference, and Lodger Code)																										
1. Certificate of Registered Owners or Lessees. 1/We VILLA WORLD PROPERTIES PTY LTD A.C.N. 604 308 152 (Names in full) *as Registered Owners of this land agree to this plan and dedicate the Public Use Land as shown hereon in accordance with Section 50 of the Land Title Act 1994. *as Lessees of this land agree to this plan.  Signature of *Registered Owners *Lessees Bradley Scale Company Director/Secretary Chris Treasure Company Director		6. Existing <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Title Reference</th> <th>Description</th> <th>New Lots</th> <th>Road</th> <th>Secondary Interests</th> </tr> </thead> <tbody> <tr> <td>17430204</td> <td>Lot 4 on RP224555</td> <td>207-209, 220-233, 243-247, 268-272, 299-302, 901 & 999</td> <td>New Rd</td> <td>Emts F-H</td> </tr> <tr> <td>51161593</td> <td>Lot 999 on SP297486</td> <td>300-306</td> <td>New Rd</td> <td>-</td> </tr> </tbody> </table> MORTGAGE ALLOCATIONS <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Mortgage</th> <th>Lots Fully Encumbered</th> <th>Lots Partially Encumbered</th> </tr> </thead> <tbody> <tr> <td>717524367</td> <td>207-209, 220-233, 243-247, 268-272, 299-306, 901 & 999</td> <td>-</td> </tr> </tbody> </table> ENCUMBRANCE EASEMENT ALLOCATION <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Easement</th> <th>Lots To Be Encumbered</th> </tr> </thead> <tbody> <tr> <td>717601122 (Emt E on SP283533)</td> <td>999</td> </tr> </tbody> </table> <i>Emts D & E on SP297486 to be surrendered prior to lodgement of plan.</i>		Title Reference	Description	New Lots	Road	Secondary Interests	17430204	Lot 4 on RP224555	207-209, 220-233, 243-247, 268-272, 299-302, 901 & 999	New Rd	Emts F-H	51161593	Lot 999 on SP297486	300-306	New Rd	-	Mortgage	Lots Fully Encumbered	Lots Partially Encumbered	717524367	207-209, 220-233, 243-247, 268-272, 299-306, 901 & 999	-	Easement	Lots To Be Encumbered	717601122 (Emt E on SP283533)	999
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Easement	Lots To Be Encumbered																											
717601122 (Emt E on SP283533)	999																											
2. Planning Body Approval. Logan City Council * hereby approves this plan in accordance with the : % Planning Act 2016 Dated this <u>Twenty-Fifth</u> day of <u>July</u> <u>2019</u>  Delegated Officer under Delegated Authority <u>Nicholas Ferero</u> Minute No. <u>275/2014</u> * Insert the name of the Planning Body. % Insert applicable approving legislation. • Insert designation of signatory or delegation		999 207-209, 220-233, 243-247, 268-272, 299 and 901 300-302 303-306 Lots Orig Por 38 & Por 39 Por 39 Por 39 & Por 6IV Por 6IV 7. Orig Grant Allocation : 8. Passed & Endorsed : By: LandPartners Pty Ltd Date: <u>30.5.2019</u> <u>26.7.2019</u> Signed: <u>[Signature]</u> Designation: <u>Liaison Officer</u>																										
3. Plans with Community Management Statement : CMS Number : Name :		9. Building Format Plans only. I certify that : * As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road. * Part of the building shown on this plan encroaches onto adjoining * lots and road Cadastral Surveyor/Director* Date *delete words not required 10. Lodgement Fees : Survey Deposit \$ Lodgement \$ New Titles \$ Photocopy \$ Postage \$ TOTAL \$ II. Insert Plan Number SP303644																										

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

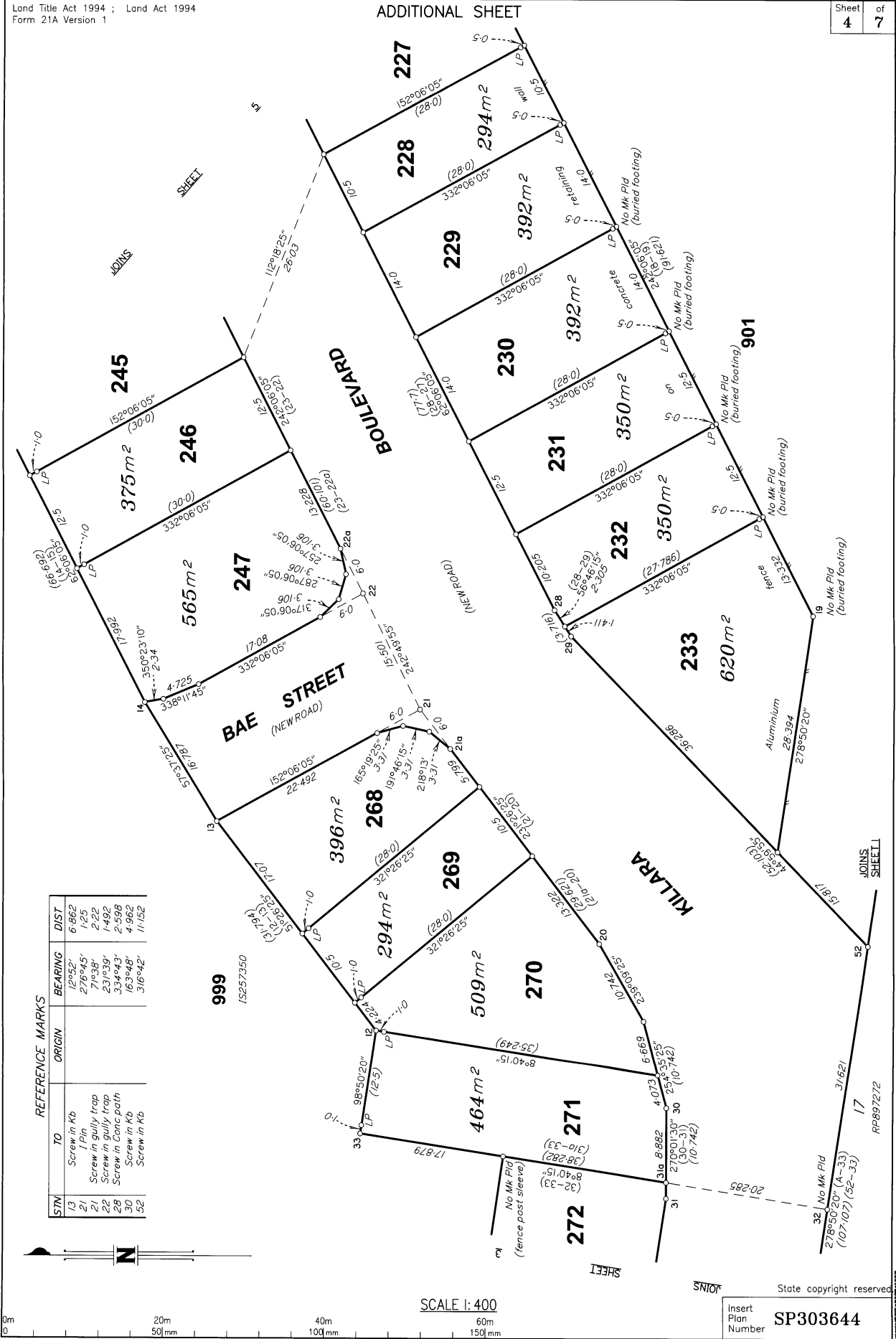
REFERENCE MARKS			
STN	TO	ORIGIN	BEARING
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5	OIP gone	12/15257350	230°49'10"
5	OIP gone	148°49'30"	1-104
8	OIP	4/SP297467	270°39'35"
8	OIP	316°36'	6-058
9	I Pin	71°33'	45-888
9	Screw in gully trap	255°25'	0-955
33	Screw in Conc	326°23'	3-692
33	OIP gone	355°20'55"	3-618
33	OIP	180°20'55"	0-8
47	O Screw	40/SP297467	355°20'55"
50	I Pin	269°25'	2-028
50	Screw in gully trap	326°19'	23-282
51	Screw in Kb	83°19'	1-473
51	Screw in Kb	225°03'	1-862
51	Screw in Kb	225°03'	2-218
51	Screw in Kb	225°03'	1-36



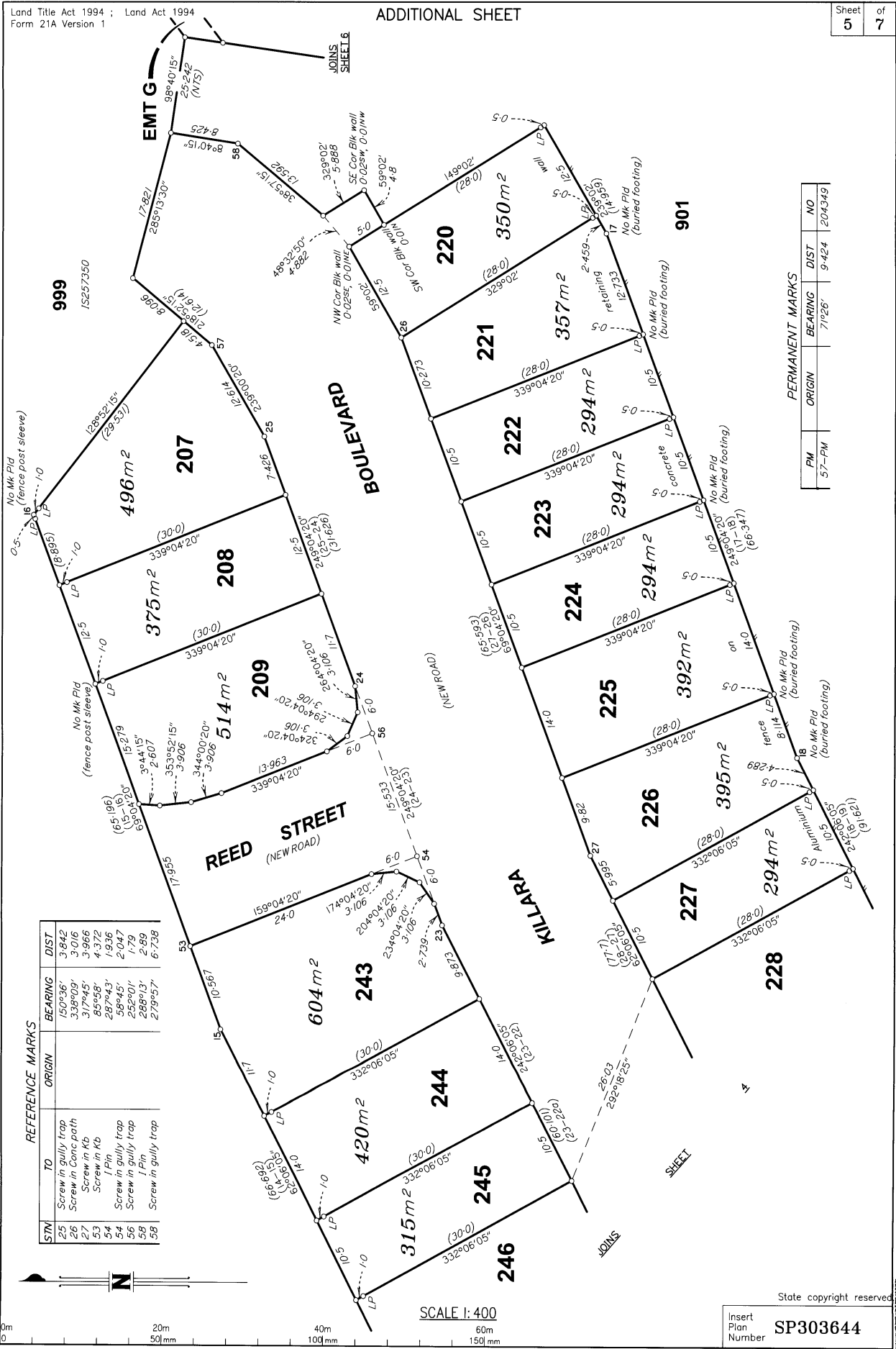
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SP303644

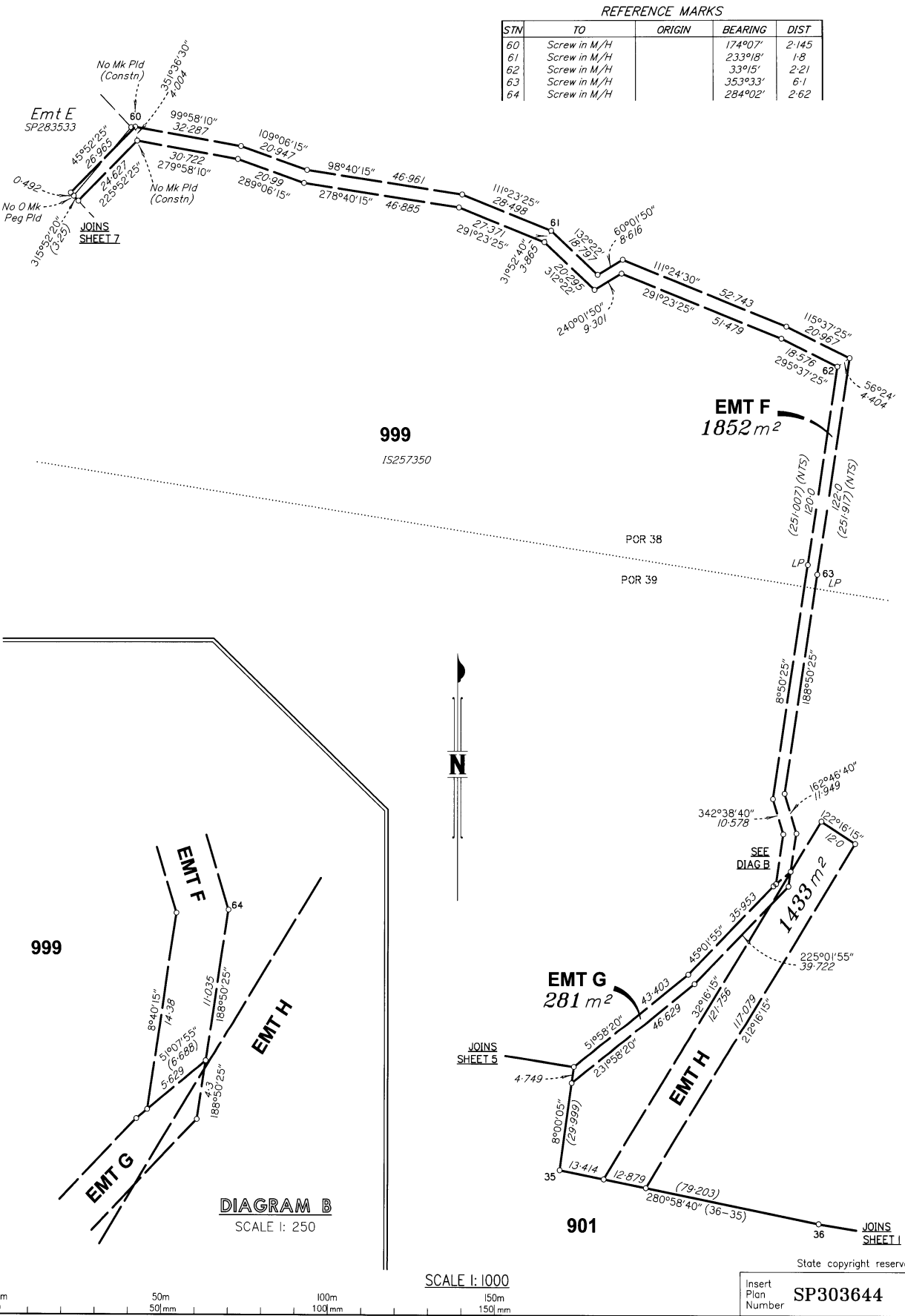
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Form 21A Version 1

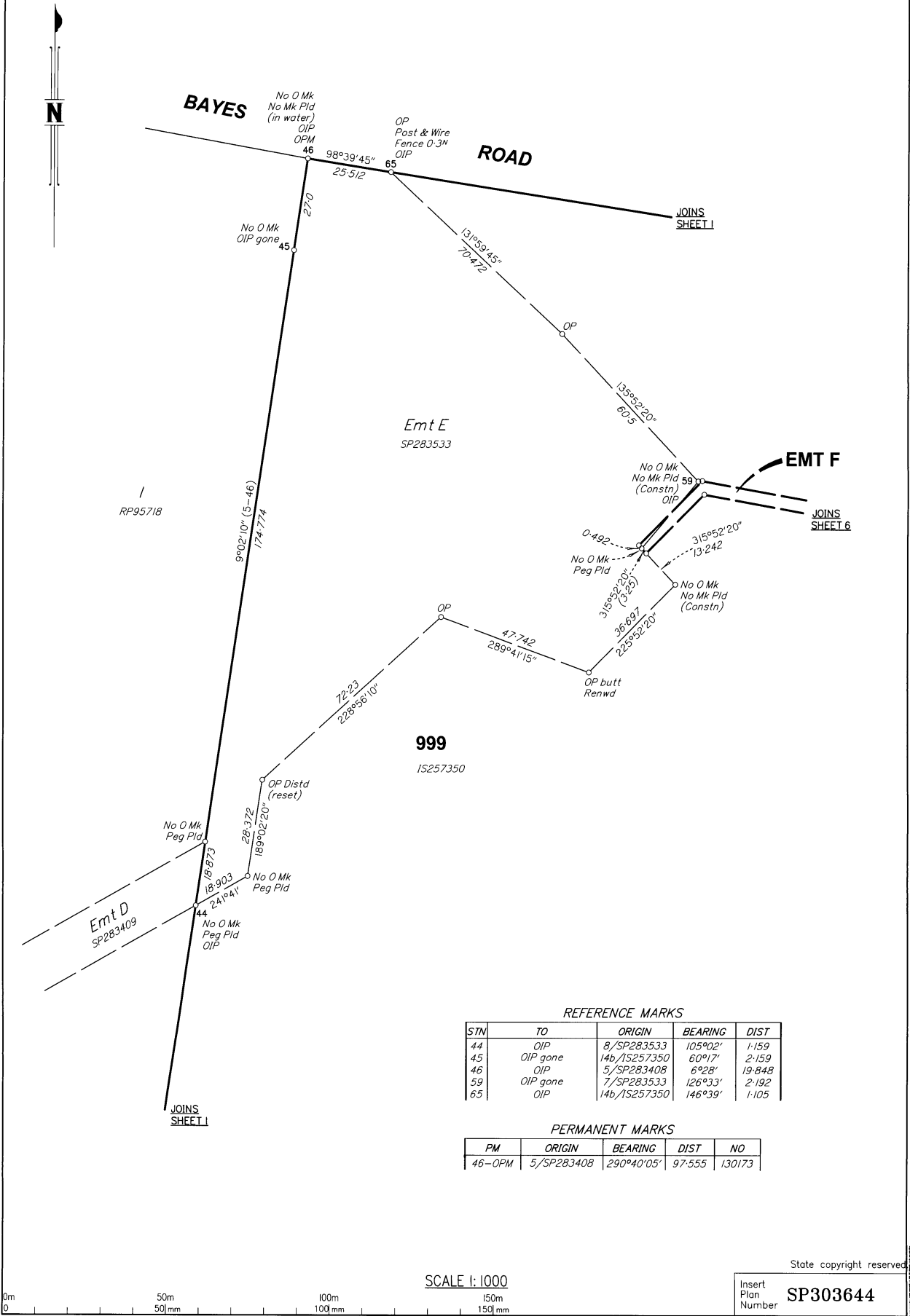
Sheet 4 of 7



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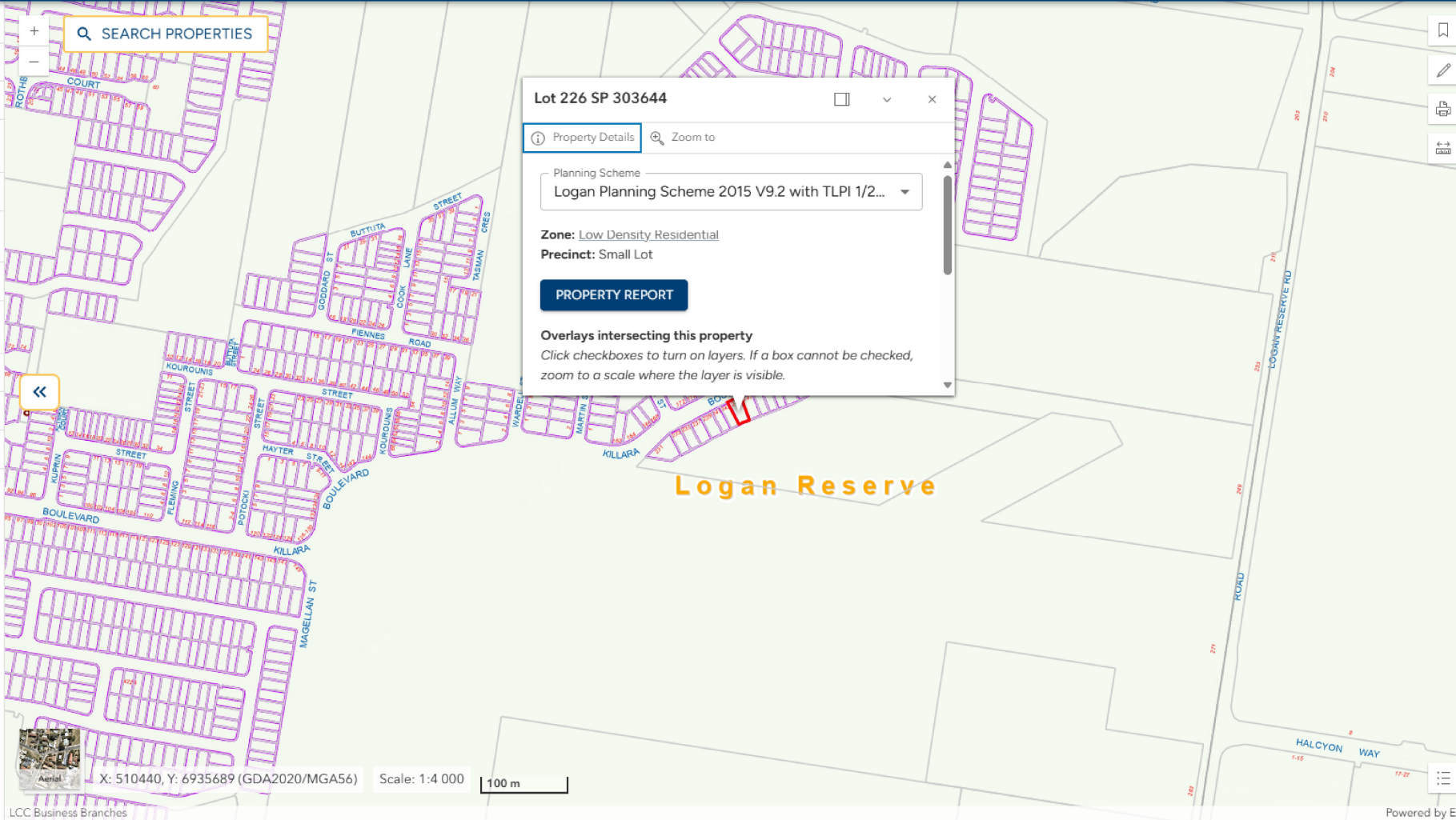




BR.D6733.006-3-3



- ☒ Properties
- ☒ Base Data
- ☐ DRAFT Logan Plan
- ☒ Logan Planning Scheme 2015 V9.2 with TLPI 1/2024
 - ☐ Overlays (Part 8)
 - ☐ Local Government Infrastructure Plan (Part 4)
 - ☐ Local Plans (Part 7)
 - ☐ Planning Scheme Policy Figures (Schedule 6)
 - ☐ Zones and Precincts (Part 6)
 - ☐ Development Codes (Part 9)
- ☐ Logan Planning Scheme 2015 V9.2
- ☐ Superseded and Historic Planning Schemes



Initial
KTD

Initial
M. E



Case Types

QCase

Applications

Going To The Tribunal

Decisions

Resources



[Case types](#) / [Tree and fence disputes](#) / [Tree orders register](#)

Tree orders register

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

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

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

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

No results found.

Search for

245 Killara Bvd, Logan Reserve QLD 4133

Submit

Initial

KTD

Initial

M. de



Pool Register

Property location

[Show Map](#)

Address

245 KILLARA BVD, LOGAN RESERVE QLD 4133

Lot on plan (RPD)

226/SP/303644

Council

LOGAN CITY

Details

No pools are registered for this property.

[Back](#)[Register pool](#)

Initial

Initial

KT D M . E

FORM 36 - NOTICE OF NO POOL SAFETY CERTIFICATE

EFFECTIVE OCTOBER 2022

Important information

1. Pool owners, including bodies corporate, are responsible for ensuring the barrier complies with the pool safety standard at all times, even after giving or receiving this Form 36.
2. Pool owners may be committing an offence by failing to comply with their pool safety obligations and penalties of up to 165 penalty units may be applied.
3. The owner must complete this form if a pool safety certificate is not in effect when:
 - selling a premises with a regulated pool; or
 - entering into an accommodation agreement (e.g. written, oral or implied agreement for provision of accommodation) for premises associated with a shared pool.
4. It is recommended the seller maintain a record of giving this form to the required parties.

For the seller:

When selling without a pool safety certificate, you need to fill out this Form 36. A Form 36 is completed as part of the contract of sale.

Before settlement you must give a copy to:

- the buyer; and
- the QBCC; and
- body corporate (if you are selling a home, unit or townhouse, where there is a shared pool).

For the buyer:

If you buy a property without a pool safety certificate you must get one within 90 days of settlement. The seller must have given you a Form 36 – notice of no pool safety certificate, before entering into a contract of sale.

For the lessor - non shared (private) pool:

You must get a pool safety certificate before a lease is signed for a house or townhouse with its own non-shared pool.

For the body corporate - shared pool:

The body corporate must also ensure a pool safety certificate is in effect within 90 days of settlement OR the date an accommodation agreement is entered into. A pool safety certificate must be displayed at the main entrance to the premises or at any gate or door giving access to the pool.

Initial Initial
KTD [Signature]



QUEENSLAND BUILDING AND
CONSTRUCTION COMMISSION

FORM 36 NOTICE OF NO POOL SAFETY CERTIFICATE

GOVERNING LEGISLATION

Applicable under Sections 246ATF and 246ATI of the *Building Act 1975*.

PRIVACY NOTICE

The Queensland Building and Construction Commission is collecting personal information as required under the *Building Act 1975*.

This information may be stored by the QBCC and will be used for administration, compliance, statistical research and evaluation of pool safety laws. Your personal information will be disclosed to other government agencies, local government authorities and third parties for purposes relating to administering and monitoring compliance with the *Building Act 1975*.

Personal information will otherwise only be disclosed to third parties with your consent or unless authorised or required by law.

RIGHT TO INFORMATION (RTI)

The information collected on this form will be retained as required by the *Public Records Act 2002* and other relevant Acts and regulations, and is subject to the Right to Information regime established by the *Right to Information Act 2009*.

COMPLETING THIS FORM

- Use BLACK pen only
- Print clearly in BLOCK LETTERS
- DO NOT use correction fluid – cross out and initial amendments

RETURN YOUR COMPLETED FORM BY

Post: GPO Box 5099 Brisbane QLD 4001.

In person: QBCC service centres are listed on our website qbcc.qld.gov.au.

Email: poolssafety@qbcc.qld.gov.au.

1. DETAILS OF PROPERTY OWNER

Title	☐ Mr	☐ Mrs	☐ Miss	☒ Ms		Other																															
Surname	D	E	N	N	Y																																
First Name	K	A	T	A	R	I	N	A		T	U	A	K	A	N	N	A																				
Postal Address	2	4	5			K	I	L	L	A	R	A		B	O	U	L	E	V	A	R	D															
	L	O	G	A	N		R	E	S	E	R	V	E																								
Mobile	0	4	0	8	0	7	4	0	9	9																											
Email	K	a	t	a	r	i	n	a	_	D	e	n	n	y	1	@	H	o	t	m	a	i															

2. LOCATION OF THE SWIMMING POOL

Street address	2	4	5			K	I	L	L	A	R	A		B	O	U	L	E	V	A	R	D															
	L	O	G	A	N		R	E	S	E	R	V	E																								
Lot/s on plan	Lot 226 on SP303644																																				
Local Government Area	Logan City Council																																				

3. SHARED OR NON-SHARED POOL

☐ Shared pool
 ☒ Non-shared pool

OFFICE
USE
ONLY

CRN:

Receipt no:

Assignee:

Licence no:

Receipt amount: \$

Received by:

Container:

Initial
KTD

Initial
[Signature]

4. DETAILS OF PROPERTY PURCHASER

Title Mr Mrs Miss Ms Other

Surname

First Name

Postal Address

 State Postcode

Mobile Home Phone

Email

5. PROPOSED DATE OF SETTLEMENT OR ACCOMMODATION AGREEMENT
☐ Sale ☐ Lease

Date can be amended and initiated by the owner if the settlement or accommodation agreement date changes after this form is completed.

Date / /
6. PROPERTY OWNER'S DECLARATION

I declare that the information provided in this form is true and correct to the best of my knowledge; there is no pool safety certificate in effect for the pool; and I will give this form to the required parties in accordance with the *Building Act 1975*.

Name of Owner

Signature of Owner

Date / /

FORM 36 IS NOT PROPERLY COMPLETED UNLESS ALL RELEVANT DETAILS ARE PROVIDED.
It is recommended the seller maintain a record of giving this form to the required parties.

The owner or authorised person acting on behalf of the owner must submit completed form to:

Email - poolssafety@qbcc.qld.gov.au

Post - **GPO Box 5099, Brisbane, QLD. 4001**

In person - QBCC service centres are listed on our website qbcc.qld.gov.au.

Job ID 51280744
25-1775



[Review responses online](#) ↗



Received 5 of 5 responses
All responses received

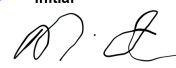
245 Killara Bvd, Logan Reserve QLD 4133

Job dates
26/09/2025 → 26/09/2025

These plans expire on
24 Oct 2025

Lodged by
Janelle May

Authority	Status	Page
✉ BYDA Confirmation		2
🏠 APA Group Gas Networks (90073)	Received	4
🏠 Energex QLD	Received	56
🏠 Logan City Council	Received	94
🏠 NBN Co Qld	Received	99
🏠 Telstra QLD FA	Received	110

Initial Initial
 

Job No 51280744

Zero damage - Zero harm - Zero disruption

Contact Details

Contact	Contact number	Company	Enquirer ID
Janelle May	0483 980 010	-	3753382
Email	Address		
property@stanfordlegal.au	145 Sinnathamby Boulevard Springfield Central QLD 4300		

Job Site and Enquiry Details

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

Enquiry date	Start date	End date	On behalf of	Job purpose	Locations	Onsite activities
26/09/2025	26/09/2025	26/09/2025	Private	Design	Both Road, Nature Strip, Footpath	Conveyancing



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

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

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

User Reference	Address	Notes/description
25-1775	245 Killara Bvd Logan Reserve QLD 4133	-

Your Responsibility and Duty of Care

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

Asset Owner Details

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

Referral ID (Seq. no)	Authority Name	Phone	Status
261752189	APA Group Gas Networks (90073)	1800 085 628	NOTIFIED
261752188	Energex QLD	13 12 53	NOTIFIED
261752187	Logan City Council	(07) 3412 3412	NOTIFIED
261752186	NBN Co Qld	1800 687 626	NOTIFIED
261752190	Telstra QLD FA	1800 653 935	NOTIFIED

END OF UTILITIES LIST



Plan

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



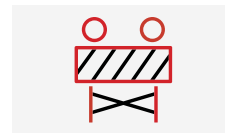
Prepare

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



Pothole

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



Protect

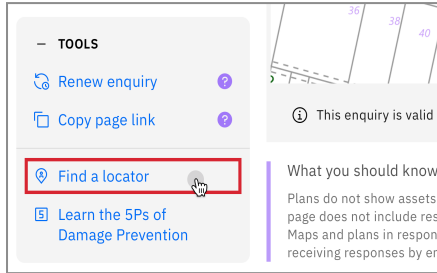
Protecting and supporting the exposed infrastructure is the responsibility of the excavator. Always erect safety barriers in areas of risk and enforce exclusion zones.



Proceed

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

Engage a skilled Locator



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

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

certloc.com.au/locators

Get FREE Quotes for Contractors & Equipment Fast



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

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

GET QUOTE

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

Book a FREE BYDA Session



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

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

BOOK NOW

Job ID 51280744

APA Group Gas Networks (90073)

Referral

261752189

Member Phone

1800 085 628

Responses from this member

Response received Fri 26 Sep 2025 12.24pm

File name	Page
Response Body	5
400-STD-AM-0001_2 Guidelines for Works Near Existing Gas Assets.pdf	6
261752189.pdf	47

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

BYDA_APA@apa.com.au

Enquiry Details:

Impact	affected
Sequence Number	261752189
Enquirer Id	3753382
Activity	Conveyancing
Job Number	51280744
User Reference	25-1775
Message	

Site Details:

Address	245 Killara Bvd Logan Reserve QLD 4133
---------	--

Enquirers Details:

Contact	Janelle May
Company	
Email	property@stanfordlegal.au
Phone	+61483980010
Address	145 Sinnathamby Boulevard Springfield Central QLD 4300

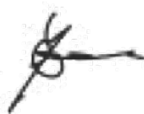
APA Group



Guidelines for Works Near Existing Gas Assets

400-STD-AM-0001

Revision 2

OWNER NAME:	Alan Creffield
OWNER TITLE:	Manager of Integrity
APPROVER NAME:	Anastasia Coutie
APPROVER TITLE:	Team Lead – 3 rd Party Engagement
APPROVAL SIGNATURE:	
APPROVAL DATE:	18/08/2023

always powering ahead



DOCUMENT CONTROL & APPROVAL INFORMATION

Summary of Changes

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

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

Printed Working Copy

All printed copies of this document are to be used as reference copies only.

It is the responsibility of those with printed copies to ensure that the document is current.

Responsibility

Any amendments to this document will be the responsibility of the document owner.

Control

Controlled Networks documents including templates are published on the Networks National Document Library (NNDL).

All native copies of published controlled Networks documents are managed by NetworksDocLibrary@apa.com.au in accordance with 400-PR-QM-0001, Networks Controlled Documents Development and Review procedure.



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400-STD-AM-0001 Revision 2



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TERMS OF USE

The “Guidelines for Works Near Existing Gas Assets Standard” is used for APA Networks excavations or third party excavations near APA Network operated assets. This guideline must only be used by the person or entity who received it directly from APA (“You”) to ensure the latest version is used.

APA Networks has provided this document to You subject to the terms of use set out below. By retaining possession of this document, You acknowledge and agree to the following conditions;

1. The information contained in this document relates only to APA Networks operated assets (as defined in this document) and does not relate to any other utility assets owned or operated by APA, such as APA Gas Transmission Pipelines.
2. This Guidelines document is provided to You to assist in the development of design plans, construction and land use activities.
3. This Guidelines document does not override or supersede APA's Permit to Work (**PTW**) or Excavation policies and procedures.
4. Any proposed works in the vicinity of APA Networks operated assets may also require approval from other utility providers or government agencies. APA Networks has no responsibility for, and makes no representation in relation to, any requirements that may be necessary to obtain such approvals.
5. This document does not relieve any person from the requirement to make appropriate Before You Dig Australia (**BYDA**) enquiries, and otherwise discuss any proposed works with APA Networks, either for initial or subsequent works.
6. You must not reproduce this document without APA Networks permission and must not alter or amend this document.
7. To ensure the latest version of this document is used only APA Networks can provide a valid copy of this document.
8. APA Networks reserves its right to modify, amend, supplement, delete or withdraw any part of this document or any reference contained in this document, at any time without notice.
9. You must make your own independent enquiries in relation to any works that are proposed to be undertaken in the vicinity of any APA Networks operated assets (including obtaining all necessary express written consents and approvals from APA Networks). The information contained within is intended as a guide only.
10. Except as required by law and only to the extent so required, APA Networks and its related bodies corporate, officers, employees, agents and Contractors;
 - a) do not make any representation, warranty or undertaking, express or implied, as to, or accept any responsibility or liability for; and
 - b) are not in any way liable, directly or indirectly, to You or any other person for any loss, damages, costs, expenses or reliance arising out of or in connection with the validity, accuracy, completeness, relevance, or any errors in or omissions from, any information or statement contained in this document.
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12. You agree to release and indemnify APA Networks and its related bodies corporate, officers, employees, agents and Contractors against all reasonably foreseeable claims, costs, expenses, losses and liabilities (including legal costs on a full indemnity basis) suffered or incurred by them as a result or in connection with the use of this document by You.

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

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

1 INTRODUCTION

1.1 Scope of this Document

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

Part 1 – APA Notification and Authorisation Requirements

Part 2 – Design and Asset Protection Requirements

Part 3 – Construction and Land Use Requirements

Part 4 – Alteration of Existing Gas Assets

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

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

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

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

1.2 Asset Types

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

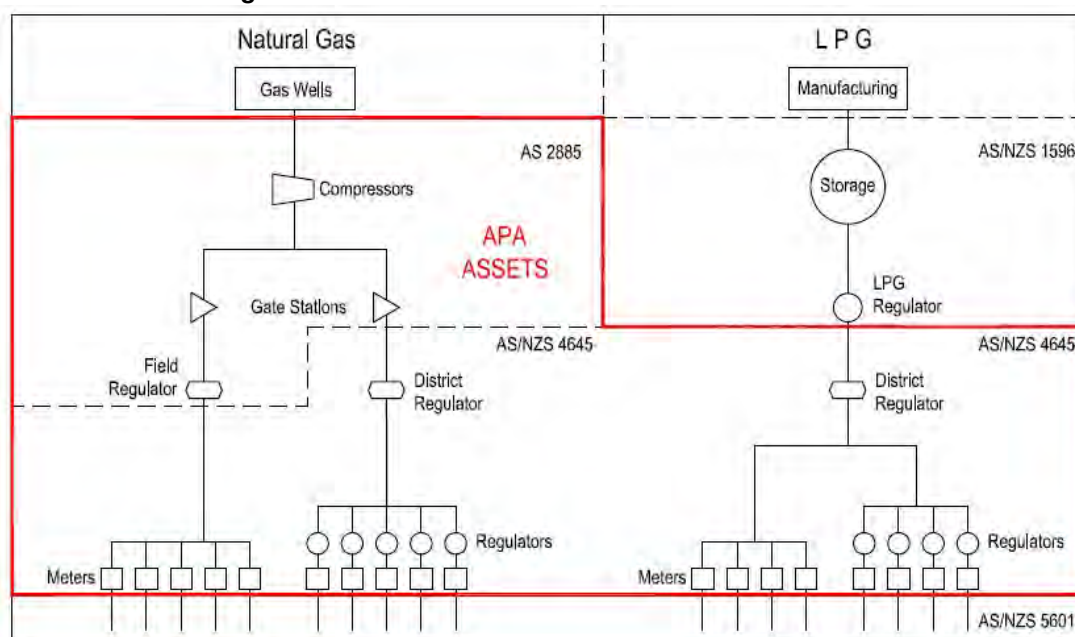


Figure 1 Asset Types and Standards Operated by APA Networks

1.2.1 Natural Gas Transmission

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

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



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

1.2.2 Natural Gas Distribution

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

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

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

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

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

1.2.3 LPG Distribution

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

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

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

1.3 Damage and Emergencies

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

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

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

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

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



1.4 General Duty of Care and Responsibility to Obtain Information

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

For general enquiries about results from BYDA please contact:

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

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

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

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

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

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

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

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

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

1.4.1 Additional Transmission Pressure Pipeline Requirements

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

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



2 PROTECTION PROCESS

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

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

Table 1 Protection Process Summary

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

2.1 Assessment Information

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

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

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

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

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



3 PART 1 - APA NOTIFICATION AND AUTHORISATION REQUIREMENTS

3.1 BYDA Request

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

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

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

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

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

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

3.2 Provings and Site Identification

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

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

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

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

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

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

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

3.3 APA Notification and Authorisation Process

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



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

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

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

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

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

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

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

The sequence of obtaining APA approval is as follows;

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

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

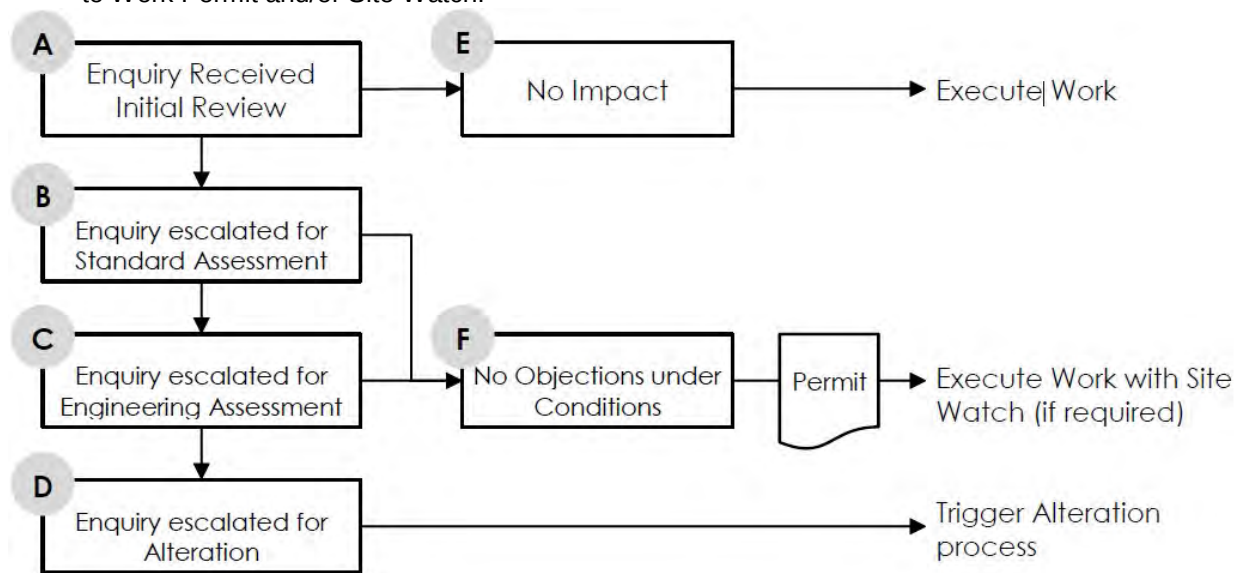


Figure 2 Stages for Third Party Works Authorisation Request

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

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

3.4 Commercial Agreement and Service Delivery

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

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

3.5 Decommissioned Gas Assets

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

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

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

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

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

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



4 PART 2 - DESIGN AND ASSET PROTECTION REQUIREMENTS

4.1 Standard Clearances

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

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

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

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

Table 2 Minimum Clearances

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

Table 3 Minimum Clearances for Construction Works and Land Use Activities

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

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

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

4.2 Third Party Assets and Structures

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

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

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

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

Table 4 Minimum Building Offset Distances for Distribution Pressure Gas Mains

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

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

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

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

4.3 Landscaping Plans

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

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

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

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

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

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

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

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

Table 5 Protection of Distribution Gas Assets from Vegetation

Vegetation Types	Requirements	Horizontal Separation from Pipe Edge to Vegetation			
		Greater than 3 m	1.5 to 3m	1.5 to 0.5 m	<0.5 m
Trees or Large Shrubs	Min. separation of 3 m is required between trees and pipe if no protection methods are utilised.				
Medium and Small Shrubs	Within 1.5 m – 0.5 m protection methods must be utilised.				
Ground cover and grasses	No protection methods required.				
Gas Protection Methods					
	No protection methods required, provided separation limits are followed.				
	Within 3 m, tree species which have mature buttress diameters less than 0.15 m and do not have invasive or deep roots may be accommodated without protection methods after consultation with APA Networks (Note 1). For trees with mature buttress diameters greater than 0.15 m one of the following gas protection methods must be implemented; 1. Lowering or relocation of the gas asset to a minimum of 1.2 m cover. 2. Installation of new gas conduit beyond the structural root zone (SRZ) of the mature tree species for future use. (Note 2) 3. Installation of a root barrier system. System to be 1 m deep or extend 250mm below the gas asset, whichever is the greater.				
	Within 1.5 m installation of a root barriers system is mandatory and gas protection methods are as follows; 1. Installation of a robust root barrier system. System to be 1 m deep or extend 250 mm below the gas asset, whichever is the greater. AND 2. Lowering or relocation of the gas asset to a minimum of 1.2 m cover. OR 3. Installation of new gas conduit beyond the SRZ of the mature tree species for future use. (Note 2)				
	Planting directly over gas assets is not permitted in any location, as it prevents emergency and maintenance access. Tree roots can damage gas asset resulting in gas leaks.				



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

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

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

4.4 Surface Levels and Conditions

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

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

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

Table 6 Minimum Depth of Cover Requirements for Pipelines and Mains

Asset Location	Minimum Depth of Cover (Note 3)	
	Transmission Pressure Asset	Distribution Pressure Asset
Under Minor Road Pavement (Note 1)	1,200 mm 1,200 mm to 1,000 mm with physical protection slabbing and APA engineering load assessment	750 mm 750 mm to 600 mm with physical protection slabbing and APA engineering load assessment
Under Major Road Pavement (Note 2)	1,200 mm 1200 mm to 1,000 mm with bridging slabs (Note 4)	1,200 mm 1200 mm to 750 mm with bridging slabs (Note 4)
In Road Reserve but not Under Road Pavement	900 mm 900 mm to 750 mm with protective slabbing contingent upon pipeline location class	750 mm 750 mm to 600 mm with protective slabbing
Not in Road Reserve	900 mm 750 mm with protective slabbing contingent upon pipeline location class	750 mm for > 210 kPa 600 mm for ≤ 210 kPa
Railway Reserve	2000 mm (Note 5)	
Large Open Drain or Major Water Crossing	2000 mm (Note 6)	



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

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

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

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

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

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

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

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

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

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

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

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

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

4.5 Casings Vent Stacks

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

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



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

4.6 Earthing and Electrical Effects

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

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

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

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

Note 1: Earth resistivity of 500 Ω .m shall be used for dry sand or rock and 100 Ω .m for all other cases.

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

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



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

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

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

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

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

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

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

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

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

4.7 Temporary and Permanent Vehicle Crossings

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

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



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

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

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

5 PART 3 - CONSTRUCTION AND LAND USE REQUIREMENTS

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

5.1 Land Use Change

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

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

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

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

Sensitive uses are defined as follows;

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

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

5.2 Permits and Site Watch

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



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

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

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

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

5.3 Coating Surveys and Leakage Surveys

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

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

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

5.4 Pipeline Repairs, Recoating and Slabbing

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

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

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

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

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

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

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

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

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

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



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

5.5 Exposure of Buried Gas Assets

5.5.1 General

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

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

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

5.5.2 Physically Proving Gas Assets

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

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

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

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

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



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

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

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

5.5.3 Hydro-Vacuum Excavation

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

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

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

Table 10 Maximum Water Pressure for Hydro-Vacuum Excavation

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

5.5.4 Mechanical Excavation

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

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

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

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

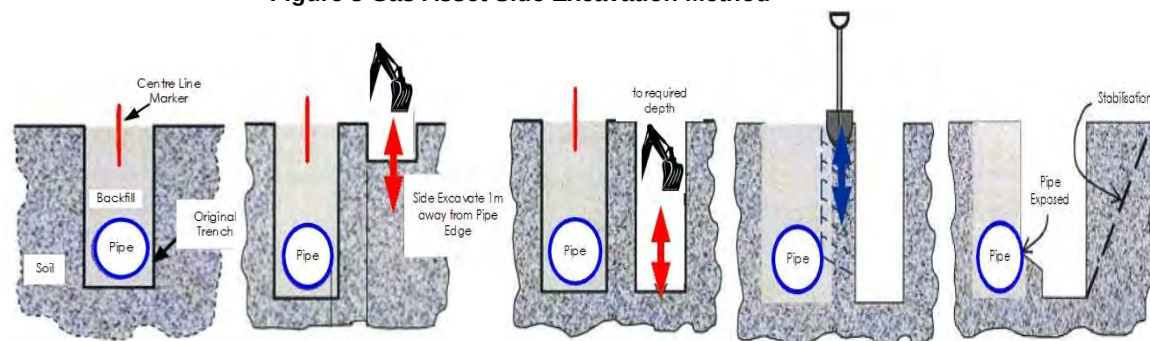
Critical Gas Assets

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

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

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

Figure 3 Gas Asset Side Excavation Method





Non-Critical Gas Assets

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

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

5.5.6 Protection During Exposure

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

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

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

Table 11 Maximum Unsupported Lengths of Exposed Pipe

Table 12 Maximum Unsupported Lengths of Pipe by Type			
Gas Asset Diameter (mm)	Steel Maximum Unsupported Length (mm)	Polyethylene Maximum Unsupported Length (mm)	Other Material Maximum Unsupported Length (mm)
≤20	2,000	1,500	1,500 (Note 1)
>20 & ≤63	2,800	2,000	
>63 & ≤100	3,600	3,000	
>100 & ≤150	4,200		
>150 & ≤250	5,000		
>250	5,700		

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

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

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



5.5.7 Backfill and Reinstatement

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

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

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

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

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

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

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

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

5.6 Trenchless Excavation

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

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

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

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

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

Table 12 Minimum Witness Trench Dimensions

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

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

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

5.7 Piles, Piers or Poles

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

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

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

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

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

5.8 Hot Works for Construction Activities

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

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

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

5.9 Vibration Limits

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

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

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



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

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

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

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

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

5.10 Compaction Limits

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

Table 13 Maximum Compaction Limits

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

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

5.11 Blasting / Seismic Survey / Explosives

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



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

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

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

5.13 Temporary Materials

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

6 PART 4 - ALTERATION OF EXISTING GAS ASSETS

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

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

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

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



7 GLOSSARY OF TERMS AND ABBREVIATIONS

Table 14 Glossary of Terms and Abbreviations

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

Guidelines for Works Near Existing Gas Assets
400-STD-AM-0001 Revision 2



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



	The Protected Zone refers to works near APA Networks gas assets or works within the vicinity of the gas assets that may cause an unacceptable risk to the asset in accordance with Table 2 Minimum Clearances or Table 3 Minimum Clearances for Construction Works and Land Use Activities
PTW	Permit to Work
PPV	Peak Particle Velocity
PVC	Polyvinyl Chloride
QNP	Queensland Nitrates Plant
RPEQ	Registered Profession Engineer Queensland
RWA	Recoverable Works Agreement
Sensitive Use Locations	This is designated as Class “S” as per AS/NZS 2885.6 Pipelines - Gas and liquid petroleum - Pipeline safety management and refers to the sub location class. Sensitive Use Location Class (S) identifies land where the consequences of a FAILURE EVENT may be increased because it is developed for use by sectors of the community who may be unable to protect themselves from the consequences of a pipeline FAILURE EVENT. Sensitive uses are defined as follows: • Schools which includes colleges • Hospitals • Aged care facilities such as nursing homes, elderly people’s homes • Prisons and jails • Convalescent homes • Sheltered housing • Buildings with five or more stories • Large community and leisure facilities, large open air gatherings • Day care facilities • Other potentially difficult to evacuate facilities • Other structures as defined by relevant local councils. The Sensitive Use Location Class “S” must be assigned to any section of a gas transmission pipeline where there is a sensitive development within the applicable Measurement Length.



Site Watch	An APA Site Watch representative can be the Permit Issuing Officer for excavation work within a gas Easement or Protected Zone and is referred to as the primary spotter for excavation works. The secondary spotter is provided by the Contractor. The primary spotter has the ultimate decision regarding works within the gas Easement or Protected Zone which includes the method of excavation, starting and stopping excavation work. The APA Site Watch representative is the nominated competent person responsible for the following; • Making themselves highly visible and everyone on the job site should be aware of the Site Watch's role; • Communication to personnel operating mobile plant and equipment ensuring minimum clearance to above and below ground assets is maintained and the construction methodology is adhered to and complies with APA Networks requirements. Ensuring personnel do not encroach within the swing radius of the operating machinery.
SMS	Safety Management Study
SMWS	Safe Work Method Statement used by APA or Contractors to execute field work. The risks and associated control measures risk assessments should be transferred to SWMS.
SRZ	Structural Root Zone
Structures	Structures refer to third party structures which includes, but is not limited to; temporary or permanent buildings, walls, canopies, footings, pile caps or retaining walls
Third Party	The person or entity and their agents or Contractors that propose to undertake work near APA assets.
Third Party Assets	Third Party Assets include roads, utilities and structures.
Third Party Excavation	Third Party Excavation which is not associated with APA (e.g. road works, utility installation, private development, fencing).
Third Party Works Classification	The Third Party Work Classification as shown in Section 3.3 covers the following three work classifications: 1. No Impact to gas assets 2. No Objection Under Conditions 3. Enquiry Escalated for Alteration
Transmission Pipeline	Gas transmission pipeline which includes all associated equipment such as cathodic protection, earthing grid, instrumentation and electrical cables.
Utilities	Includes water, wastewater, drainage, telecommunications cables, power poles and cables owned by individuals or organisations other than APA Networks.
Voltage	Difference of potential normally between conductors or between conductors and earth as follows: a) Extra-low voltage – Not exceeding 50V a.c. or 120 V ripple-free d.c. b) Low voltage – Exceeding extra-low voltage, but not exceeding 1000 V a.c. or 1500 V d.c.



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

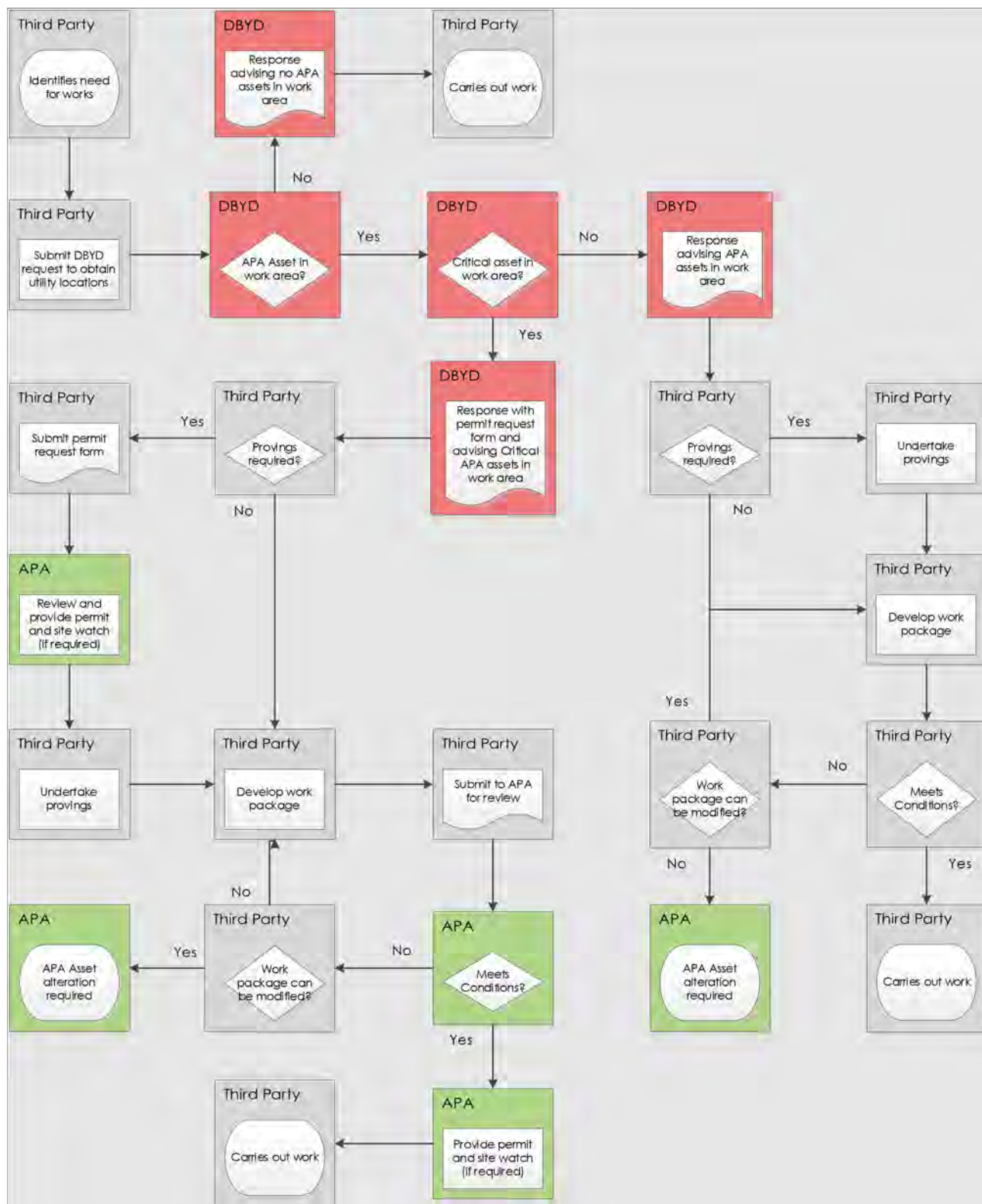


8 DOCUMENT REFERENCES

Table 15 Document References

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

APPENDIX A GENERAL DBYD RESPONSE PROCESS



APA

Australia's energy
infrastructure partner



Before You Dig Australia

Classification: Networks

Enquiry date	26/09/2025
Sequence number	261752189
Work site address	245 Killara Bvd Logan Reserve QLD 4133



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

Enquiry Date: 26/09/2025
Enquirer: Janelle May
Sequence Number: 261752189
Work Site Address: 245 Killara Bvd
Logan Reserve
QLD 4133

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

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

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

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

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

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

for clarification before proceeding with any work.

Before You Dig Checklist



1. Plan

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



2. Prepare

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



3. Pothole

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



4. Protect

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



5. Proceed

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

Contacts

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

Site Watch

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

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

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

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

Site 245 Killara Bvd
Address: Logan Reserve
QLD 4133

Sequence 261752189
Number:



Scale 1: 6000

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



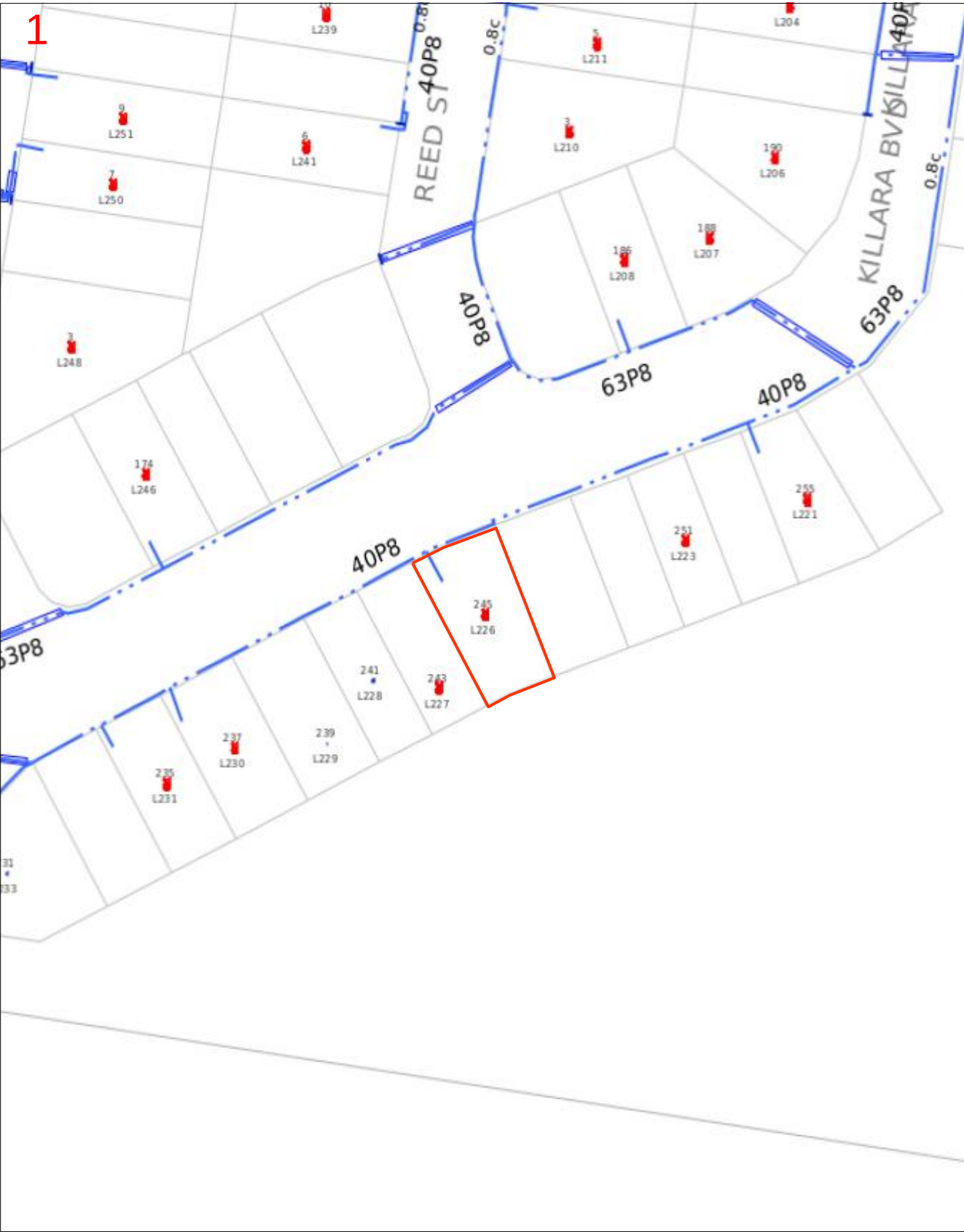
Enquiry Area

Map Key Area



Site 245 Killara Bvd
Address: Logan Reserve
QLD 4133

Sequence 261752189
Number:



Scale 1: 700

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

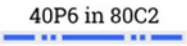


Enquiry Area

Map Key Area



Legend

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

Important information

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

Free Gas Pipeline Awareness Training and Information

PROFESSIONALS

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

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

HOMEOWNERS

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

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



Disclaimer and legal details

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



Job ID 51280744

Energex QLD

Referral

261752188

Member Phone

13 12 53

Responses from this member

Response received Fri 26 Sep 2025 12.37pm

File name	Page
Response Body	57
Energex BYDA Terms and Conditions.pdf	60
Working Near Overhead and Underground Electric Lines.pdf	65
261752188 - Energex Plan.pdf	93

Assets found

Before You Dig Australia (BYDA) Request

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

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

Ensure You read and understand the important notes outlined below.

You:	BYDA Enquiry No:
Janelle May	261752188
Company:	Date of Response:
Not Supplied	26 Sep 2025
Search Location:	Period of Plan Validity:
245 Killara Bvd Logan Reserve, QLD 4133	4 Weeks
External Comments (if any):	

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

It is important that You note:

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

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

NOTE: Where Your proposed work location contains ENERGEX 33kV or greater Underground cables please access the [Energen before you dig Website](#) for more information.

General enquiries (7:00am - 5:30pm Mon to Fri) **13 12 53**

Life threatening emergencies only triple zero (000) or **13 19 62**

To re-submit or change the nominated search area please visit [BYDA.com.au](#)

E: custserve@energex.com.au

E: byda@energyg.com.au

ABN: 40 078 849 055



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

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



Responsibilities – (When Working in the Vicinity of Energex Assets)

Extreme care must be taken during non-mechanical or mechanical excavation as damage to Energex Assets can lead to injury or death of workers or members of the public. Assets include underground cables, conduits and other associated underground Asset used for controlling, generating, supplying, transforming or transmitting electricity.

In accordance with the Electrical Safety Act 2002, a Person Conducting a Business or Undertaking (PCBU) must ensure the person's business or undertaking is conducted in a way that is electrically safe. This includes:

- a) ensuring that all Assets used in the conduct of the person's business or undertaking are electrically safe;
- b) if the person's business or undertaking includes the performance of electrical work, ensuring the electrical safety of all persons and property likely to be affected by the electrical work; and
- c) if the person's business or undertaking includes the performance of work, whether or not electrical work, involving contact with, or being near to, exposed parts, ensuring persons performing the work are electrically safe.

In addition, a PCBU at a workplace must ensure, so far as is reasonably practicable, that no person, Asset or thing at the workplace comes within an unsafe distance of an underground electric line.

Workers and other persons must also take reasonable care for their own and other person's electrical safety. This includes complying, so far as is reasonably able, with any reasonable instructions given by Energex to ensure compliance with the [Electrical Safety Act 2002](#)

General enquiries (7:00am - 5:30pm Mon to Fri) [13 12 53](tel:131253)
Life threatening emergencies only triple zero (000) or [13 19 62](tel:131962)

E: custserve@energex.com.au

E: byda@energyq.com.au

ABN: 40 078 849 055

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



The following matters must be considered when working near Energex Assets:

The PCBU must ensure, so far as is reasonably practicable, that no person, Asset or thing at the workplace comes within an unsafe distance of an underground electric line (see section 68 of the [Electrical Safety Regulation 2013](#))

1. It is the responsibility of the architect, consulting engineer, developer and head contractor in the project planning stages to design for minimal impact and protection of Energex Assets.
2. It is the constructor's responsibility to:
 - a) Anticipate and request plans of Energex Assets for a location at a reasonable time before construction begins.
 - b) Visually locate Energex Assets by hand or vacuum excavation where construction activities may damage or interfere with Energex Assets.
 - c) notify Energex if the information provided is found to be not accurate or Assets are found on site that are not recorded on the Energex BYDA plans.
 - d) Read and understand all the information and disclaimers provided.

Note: A constructor may include but not limited to a PCBU, Designer, Project Manager, Installer, Contractor, Electrician, Builder, Engineer or a Civil Contractor

3. Comply with applicable work health and safety and electrical safety codes of practice including but not limited to:
 - a) Working near Assets – [Electrical safety codes of practice 2020](#)
 - b) Managing electrical risk in the workplace – [Managing Electrical Risks in the workplace Code of Practice 2021](#)
 - c) [Excavation work – Code of practice 2021](#)

IMPORTANT NOTES:

- As the alignment and boundaries of roadways with other properties (and roads within roadways) frequently change, the alignments and boundaries contained within Energex plans and maps will frequently differ from present alignments and boundaries "on the ground". Accordingly, in every case where it appears that alignments and boundaries have shifted, or new roadways have been added, the constructor should obtain confirmation of the actual position of Energex cables and pipelines under the roadways. In no case should the constructor rely on statements of third parties in relation to the position of Energex cables and pipelines. It is the applicant's responsibility to accurately locate all services as part of the design and/or prior to excavation.
- Energex does not provide information on private underground installations, including consumers' mains that may run from Energex mains onto private property. Assets located on private property are the responsibility of the owner for identification and location.
- Energex plans are circuit diagrams or pipe indication diagrams only and indicate the presence of Asset in the general vicinity of the geographical area shown. Exact ground cover and alignments cannot be given with any certainty; as such levels can change over time.
- All underground conduits are presumed to contain asbestos. Refer to the:
 - [Electrical safety codes of practice 2020](#)
 - [Model Code of Practice: How to manage and control asbestos in the workplace | Safe Work Australia](#)
 - [How to manage and control asbestos in the workplace code of practice 2021 \(Workplace Health and Safety Queensland \(WHSQ\)\)](#)
 - [How to safely remove asbestos code of practice 2021 \(WHSQ\)](#)
- Plans provided by Energex are not guaranteed to show the presence of above ground Assets.
- In addition to underground cables marked on attached plan there could be underground substation, underground earth conductors, Multiple Earthed Neutral(MEN) conductors, Single Wire Earth Return(SWER), substation Earth Conductors, ABS Earth Mats or Consumer Mains in the vicinity or private underground cables (inc. consumers' mains that may run from Energex mains onto private property) in the vicinity of the nominated work area(s) that are not marked on the plans.
- Being aware of Your obligations including but not limited to [ss 304, 305] Excavation work— underground essential services information under the [Work Health and Safety Regulation 2011](#) , Chapter 6 Construction work, Part 6.3 Duties of person conducting business or undertaking. This includes but is not limited to taking reasonable steps to obtain the current information & providing this information to persons engaged to carry out the excavation work. For further information please refer to: - <http://www.legislation.qld.gov.au/LEGISLTN/SLS/2011/11SL240.pdf>
- Energex plans are designed to be printed in colour and as an A3 Landscape orientation.

General enquiries (7:00am - 5:30pm Mon to Fri) [13 12 53](tel:131253)
 Life threatening emergencies only triple zero (000) or [13 19 62](tel:131962)

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

E: custserve@energex.com.au

E: byda@energyq.com.au

ABN: 40 078 849 055



Conditions – (When Working in the Vicinity of Energex Assets)

Records:

The first step before any excavation commences is to obtain records of Energex Assets in the vicinity of the work. For new work, records should be obtained during the planning and design stage. The records provided by Energex must be made available to all construction groups on site. Where Asset information is transferred to plans for the proposed work, care must be exercised to ensure that important detail is not lost in the process.

Plans and or details provided by Energex are current for four weeks from the date of dispatch and should be disposed of by shredding or any other secure disposal method after use. A new BYDA enquiry must be made for proposed works/activities to be undertaken outside of the four-week period.

Energex retains copyright of all plans and details provided in connection with Your request.

Energex plans or other details are provided for the use of the applicant, its servants, or agents, and shall not be used for any unauthorised purpose.

On receipt of BYDA plans and before commencing excavation work or similar activities near Energex's Assets check to see that it relates to the area You have requested and carefully locate this Asset first to avoid damage. If You are unclear about any information contained in the plan, You must contact Energex on the General Enquiries number listed below for further advice.

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

The contractor is responsible for all Asset damages when works commence prior to obtaining Energex plans, or failure to follow agreed instructions, or failure to demonstrate all reasonable measures were taken to prevent the damage once plans were received from Energex.

Energex reserves all rights to recover compensation for loss or damage caused by interference or damage, including consequential loss and damages to its Assets, or other property.

NOTE: Where Your proposed work location contains Energex 33kV or greater Underground cables please access the [Energex BYDA website](#) for more information.

Location of Assets:

Examining the records is not sufficient, as reference points may change from the time of installation. Records must also be physically proven when working in close proximity to them. The exact location of Assets likely to be affected shall be confirmed by use of an electronic cable and pipe locator followed by **careful hand or vacuum excavation to the level of cable protection cover strips or conduits**. When conducting locations, please be aware that **no** unauthorised access is permitted to Energex Assets– including Pits, Low Voltage Disconnection Boxes, Low Voltage Pillars or High Voltage Link Boxes.

Hand or vacuum excavation must be used in advance of excavators. In any case, where any doubt exists with respect to interpretation of cable records, You must contact Energex on the General Enquires number listed below for further advice.

If the constructor is unable to locate Energex underground Assets within 5 metres of nominal plan locations, they must contact the Energex General Enquires number listed below for further advice.

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

1. Call the ELECTRICITY EMERGENCIES number listed below
2. Treat Assets as if alive, post a person to keep all others clear of the excavation until Energex crew attend to make safe.
3. All work in the vicinity of damaged Asset must cease and the area must be vacated until a clearance to continue work has been obtained from an Energex officer.

General enquiries (7:00am - 5:30pm Mon to Fri) [13 12 53](tel:131253)
Life threatening emergencies only triple zero (000) or [13 19 62](tel:131962)

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E: custserve@energex.com.au

E: byda@energvyq.com.au

ABN: 40 078 849 055



Asset Installation Methods:

Energex Assets are installed with a variety of protection devices including:

1. Clay paving bricks or tiles marked "Electricity" or similar (also unmarked)
2. Concrete or PVC cover slabs
3. PVC, A/C or fibro conduit, fibre reinforced concrete, iron or steel pipe
4. Concrete encased PVC or steel pipe
5. Thin plastic marker tape
6. Large pipes housing multiple ducts
7. Multiple duct systems, including earthenware or concrete 2, 4, and 6-way ducts and shamrocks

Note: Some Assets are known to be buried without covers and may change depth or alignment along the route.

Excavating Near Assets:

For all work within 2.5 m of nominal location, the constructor is required to hand or vacuum excavate (pothole) and expose the Asset, hence proving its exact location before work can commence.

Cable protection cover strips shall not be disturbed. Excavation below these cover strips, or into the surrounding backfill material is not permitted.

Excavating Parallel to Assets:

If construction work is parallel to Energex cables, then hand or vacuum excavation (potholing) at least every 4m is required to establish the location of all cables, hence confirming nominal locations before work can commence. *Generally, there is no restriction to excavations parallel to Energex cables to a depth not exceeding that of the cable.* **Note: Cable depths & alignment may change suddenly.**

Separation from Assets:

Any service(s) must be located at the minimum separation as per the tables below:

Table 1. Minimum Separation Requirements for Underground Services Running Parallel with Energex Assets

(Minimum Separation required in mm)							
Voltage Level	Gas	Communication or TV	Water		Sanitary drainage		Storm Water
			≤DN 200	>DN200	≤DN 200	>DN 200	
LV	250	100	500	*1000	500	1000	500
HV		300					
*Contact Energex/council to obtain specific separation distances							

Table 2. Minimum Separation Requirements for Underground Services Crossing Energex Assets

(Minimum Separation required in mm)					
Voltage Level	Gas	Communication or TV	Water	Sanitary drainage	Storm Water
LV & HV	100	100	300	300	100

Where the above table does not list a separation requirement for a particular underground service then 300mm shall be used.

Excavating Across Assets:

The standard clearance between services shall be maintained as set down in Table 2 above. If the width or depth of the excavation is such that the Asset will be exposed or unsupported, then Energex shall be contacted to determine whether the Assets should be taken out of service, or whether they need to be protected or supported. In no case shall an Asset cover be removed without approval. An Asset cover may only be removed under the supervision of an Energex authorised representative. Protective cover strips when removed must be replaced under Energex supervision. Under no circumstances shall they be omitted to allow separation between Energex Assets and other services.

General enquiries (7:00am - 5:30pm Mon to Fri) [13 12 53](tel:131253)
 Life threatening emergencies only triple zero (000) or [13 19 62](tel:131962)

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Heavy Machinery Operation Over Assets:

Where heavy "Crawler" or "Vibration" type machinery is operated over the top of Assets, a minimum cover of 450 mm to the cable protective cover mains must be maintained using load bearing protection whilst the machinery is in operation. For sensitive cables (i.e. 33 and 110kV fluid and gas filled cables), there may be additional constraints placed on vibration and settlement by Energex.

Directional Boring Near Assets:

When boring parallel to Assets, it is essential that trial holes are carefully hand or vacuum excavated at regular intervals to prove the actual location of the Asset before using boring machinery. Where it is required to bore across the line of Assets, the actual location of the Asset shall first be proven by hand or vacuum excavation. A trench shall be excavated 1m from the side of the Asset where the auger will approach to ensure a minimum clearance of 500mm above and below all LV, 11kV, 33kV & 110/132kV Asset shall be maintained.

Explosives:

Explosives must not be used within 10 metres of Assets, unless an engineering report is provided indicating that no damage will be sustained. Clearances should be obtained from Energex's Planning Engineer for use of explosives in the vicinity of Energex cables.

Damage Reporting:

All damage to Assets must be reported no matter how insignificant the damage appears to be. Even very minor damage to Asset protective coverings can lead to eventual failure of Assets through corrosion of metal sheaths and moisture ingress.

If any Damaged Asset is found:

1. Call the ELECTRICITY EMERGENCIES number listed below
2. Treat Assets as if alive, post a person to keep all others clear of the excavation until Energex crew attend to make safe.
3. All work in the vicinity of damaged Asset must cease and the area must be vacated until a clearance to continue work has been obtained from an Energex officer.

Solutions and Assistance:

If Asset location plans or visual location of Asset by hand or vacuum excavation reveals that the location of Energex Asset is situated wholly or partly where the developer or constructor plans to work, then Energex shall be contacted to assist with Your development of possible engineering solutions.

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

It will be necessary for the developer or constructor to provide Energex with a written Safe Work Method Statement for all works in the vicinity of or involving Energex Assets. This Safe Work Method Statement should form part of the tendering documentation and work instruction. Refer Interactive Tool on Safe Work Australia site: [Interactive SWMS guidance tool - Overview \(safeworkaustralia.gov.au\)](https://www.safeworkaustralia.gov.au/interactive-swms-guidance-tool-overview)

Vacuum Excavations (Hydro Vac)

When operating hydro vac equipment to excavate in vicinity of Assets fitted with:

- Nonconductive (neoprene rubber or equivalent) vacuum (suction) hose
- Oscillating nozzle on pressure wand with water pressure adjusted to not exceeding 2000 Pound force per Square Inch (PSI).

Maintain a minimum distance of 200mm between end of pressure wand and underground electrical Assets. DO NOT insert the pressure wand jet directly into subsoil.

Ensure pressure wand is not directly aimed at underground electrical Assets (cables/conduits).

Safety Notices (Underground Work)

It is recommended that You obtain a written Safety Advice from Energex when working close to Energex Assets. For Safety Advice please contact custserve@energex.com.au

Further information on Working Safely around Energex Assets: [Working near powerlines | Energex](#)

Thank You for Your interest in maintaining a safe and secure Electricity Distribution network. Energex welcomes Your feedback on this document via email to byda@energyq.com.au.

General enquiries (7:00am - 5:30pm Mon to Fri) [13 12 53](tel:131253)
Life threatening emergencies only triple zero (000) or [13 19 62](tel:131962)

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

E: custserve@energex.com.au

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ABN: 40 078 849 055





Scan to provide feedback

ELECTRICITY ENTITY REQUIREMENTS - WORKING NEAR OVERHEAD AND UNDERGROUND ELECTRIC LINES



Part of Energy Queensland

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

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

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

Key tools and equipment: N/A

Note:

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

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

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

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PROCEDURE / INSTRUCTIONS**1. ABOUT THIS GUIDE**

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

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

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

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

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

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

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

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

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

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

PROCEDURE / INSTRUCTIONS**1.2.1 Work near overhead electric lines**

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

The person, worker or PCBU shall be required to maintain exclusion zones until such times as the Electricity Entity has provided written Safety Advice.

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

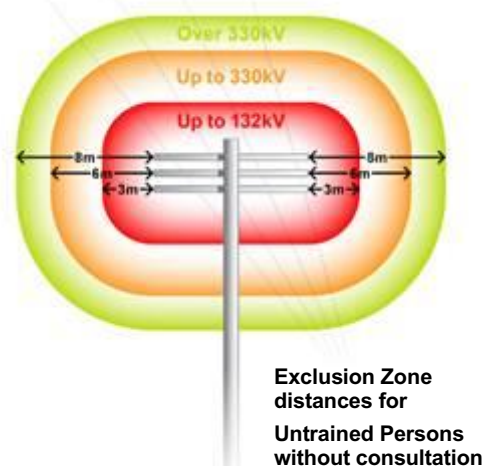
1.2.2 Exclusion Zones

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

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

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

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



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Exclusion Zone – Untrained Person (distances in mm)

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

Information extracted from Electrical Safety Regulation 2013 Schedule 2

PROCEDURE / INSTRUCTIONS

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

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

Information extracted from Electrical Safety Regulation 2013 Schedule 2

1.2.3 Work near underground electrical lines (underground electrical assets)

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

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

1.3. Obtaining Safety Advice

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

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

PROCEDURE / INSTRUCTIONS

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

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

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

1.4. Authorised Person and how to become one?

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

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

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

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

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

By phone

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

By email

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

Website

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

PROCEDURE / INSTRUCTIONS

2. OVERHEAD ELECTRIC LINES

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

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

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

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

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

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

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

2.2. Operating Plant

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

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

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

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

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

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

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

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



2.3. Scaffolding Requirements

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

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

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

The scaffolding can be either:

- nonconductive material scaffolding; or

PROCEDURE / INSTRUCTIONS

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

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

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

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

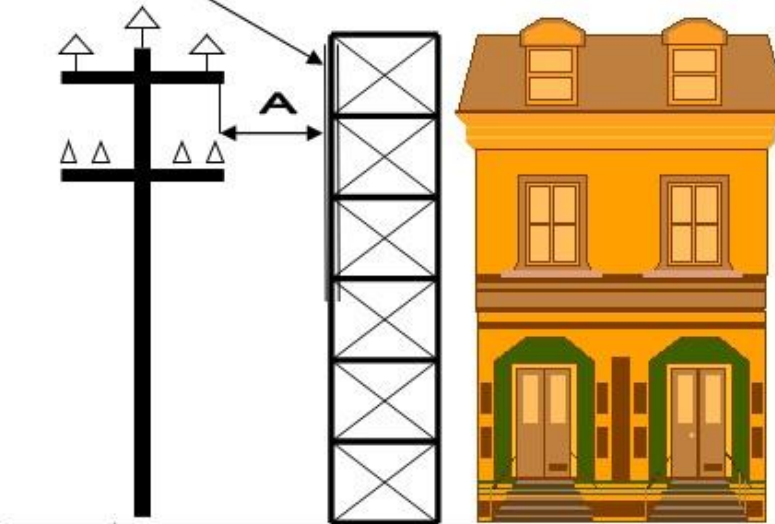
Minimum statutory clearances from nearby overhead electric lines for scaffolding erected with barriers affixed.

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

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

PROCEDURE / INSTRUCTIONS

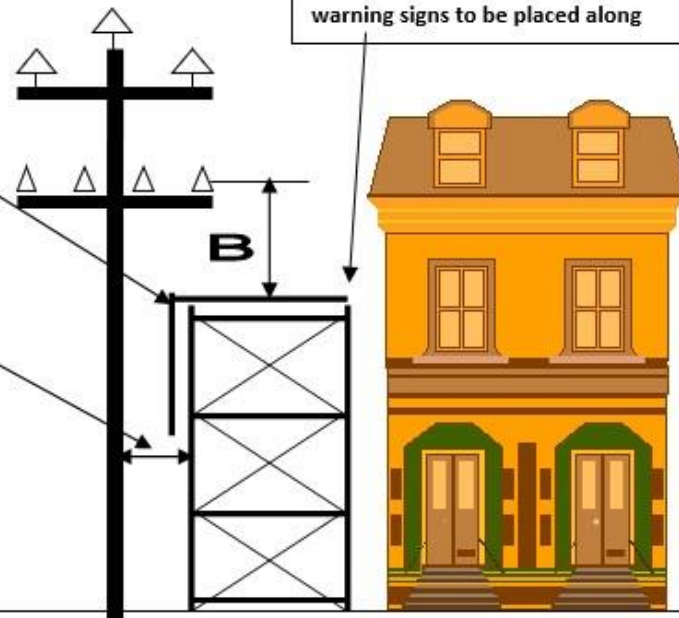
Barrier fixed securely to the face of the scaffold. Barrier material must be fit for the intended purpose.



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

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

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



PROCEDURE / INSTRUCTIONS**2.4. High Load transport under Overhead Electric Lines**

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

Energex:

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

Ergon Energy:

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

2.5. Additional Details and Fact Sheets on Electricity Entity Requirements

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

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

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

3. UNDERGROUND ELECTRICAL ASSETS**3.1. Responsibilities When Working in the Vicinity of Electricity Entity Underground Electrical Assets**

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

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

PROCEDURE / INSTRUCTIONS

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

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

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

3.2. Conditions of Supply of Information

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



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

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

PROCEDURE / INSTRUCTIONS**3.3. When Working in the Vicinity of Electricity Entity Underground Electrical Assets, You Must Observe the Following Conditions****3.3.1 Records**

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

3.3.2 Location of underground electrical assets

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

If during excavation, cables or conduits are damaged:

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

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

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

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

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

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

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

PROCEDURE / INSTRUCTIONS**3.3.4 Electrical Cables**

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

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

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

3.3.5 Separation from Electricity Entity underground electrical assets

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

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

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

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

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

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

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

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

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

Notes:

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

Additional Details and Fact Sheets on Electricity Entity Requirements

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

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

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

4. EXCAVATION**4.1. Excavating near Poles and Stay Wires**

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

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

PROCEDURE / INSTRUCTIONS

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

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

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

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

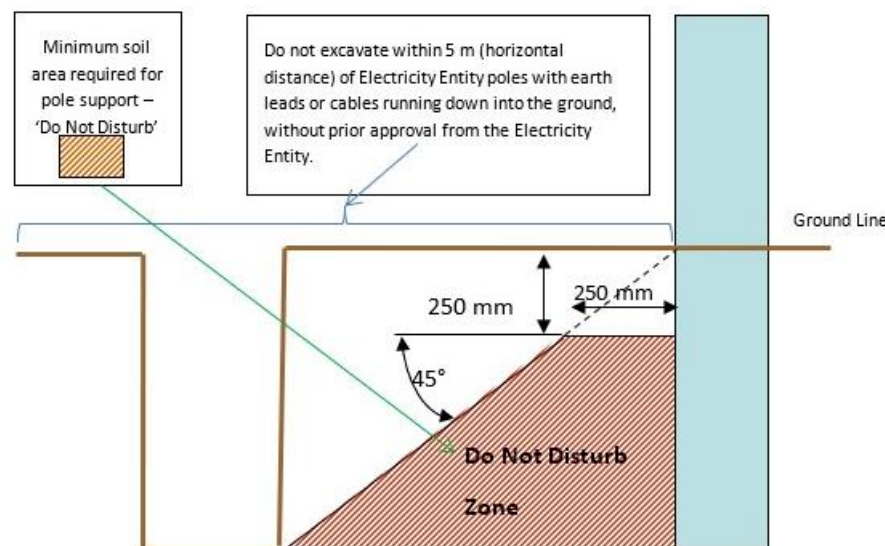


Figure 1 - Do Not Disturb Zone requirements when excavating near poles

PROCEDURE / INSTRUCTIONS

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

4.1.1 Certified Engineering Assessment

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

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

4.2. Excavating Near Underground Electrical Assets

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

PROCEDURE / INSTRUCTIONS**4.2.1 Excavating Parallel to Underground Electrical Assets**

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

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

4.2.2 Excavating Across Underground Electrical Assets

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

4.2.3 Heavy Machinery Operation Over Underground Electrical Assets

Where heavy "crawler" or "vibration" type machinery is operated over the top of cables, a minimum cover of 450 mm to the cable protective cover must be maintained. Alternatively, subject to a Certified Engineering Assessment, use load bearing protection whilst the machinery is in operation.

4.2.4 Directional Boring Near Underground Electrical Assets

When boring parallel to cables, it is essential that trial holes are carefully dug using non mechanical excavation (pot holing using hydrovac or hand tools) at regular intervals to prove the actual location of the conduits/cables before using boring machinery. Where it is required to bore across the line of cables/conduits, the actual location of the cables/conduits shall be proven by non-mechanical excavation (pot holing using hydrovac or hand tools). A trench shall be excavated 1 m from the side of the cables where the auger will approach to ensure a minimum clearance of 500 mm from cables/conduits can be maintained.

4.2.5 Hydro Vac Operation

When operating hydro vac equipment to excavate in vicinity of underground electrical assets (cables/conduits):

- Fitted with:
 - nonconductive (neoprene rubber or equivalent) vacuum (suction) hose.
 - oscillating nozzle on pressure wand with water pressure adjusted to not exceeding 2000 psi.
- Maintain a minimum distance of 200 mm between end of pressure wand and underground electrical assets. DO NOT insert the pressure wand jet directly into subsoil.
- Ensure pressure wand is not directly aimed at underground electrical assets (cables / conduits).

PROCEDURE / INSTRUCTIONS**4.3. Blasting**

Explosives must not be used within 5 m of cables/conduits, unless an engineering report is provided indicating that no damage will be sustained. Clearances shall be obtained from the Electricity Entity for use of explosives in the vicinity of cables/conduits. Contact Electricity Entity (General Enquiries phone number - refer page 3) for further advice.

The Electricity Entity will accept the level of 25 mm / sec as a peak component particle velocity upper limit as defined in AS 2187.2 Appendix J for blasting operations in the vicinity of these power lines.

Electric line insulators and conductors are particularly susceptible to damage from fly rock and adequate control measure including the use of blast mats shall be used to manage this. Contact Electricity Entity for consultation and application.

5. REPORTING DAMAGE CAUSED TO OVERHEAD OR UNDERGROUND ELECTRIC LINES

Any damage caused to the Electricity Entity overhead electric lines, poles, stays, underground cables, conduits and pipes must be reported no matter how insignificant the damage appears to be. Even very minor damage to cable protective coverings can lead to eventual failure of cables through corrosion of metal sheaths and moisture ingress.

All work in the vicinity of damaged overhead or underground electric lines shall cease and the area be made safe and vacated until clearance to continue earthworks has been obtained from the Electricity Entity. Call Electricity Entity (Emergencies phone number – refer page 3).

6. INFRASTRUCTURE NEAR ELECTRIC LINES**6.1. Easements and Wayleaves**

This information, whilst not a legal document, has been developed to assist the community in answering some commonly asked questions about our easements and wayleaves, and briefly outlines what you can do where land is affected by an easement or where consent to installing electrical infrastructure has been given.

6.1.1 What is an Electricity Easement?

An electricity easement is the authority held by the Electricity Entity to use your land near overhead and underground electric lines and substations (electrical assets). Electricity Entity holds this authority for your own safety and to allow employees access to electrical assets at all times. Whilst it will depend on the terms of the particular grant of easement, electrical easements generally give the Electricity Entity the right to access, maintain, repair, rebuild and to restrict development within a defined area.

The easement, which is registered on the property's title, contains a plan showing the dimensions of the easement and its location on the property together with the rights and restrictions over the easement area. The Department of Natural Resources and Mines <https://www.resources.qld.gov.au/> or your solicitor will be able to provide this information. Easements may also exist for telephone lines, water and sewage mains and natural gas supply lines.

6.1.2 Why are easements necessary?

Easements are also created to allow the Electricity Entity clear, 24 hour access to the electric lines. It is important to keep the easement clear at all times so regular maintenance, line upgrades, damage or technical faults can be attended to immediately to provide a safe and reliable supply of electricity. Interference with Electricity Entity's rights and electrical equipment may compromise safety of the public and the occupiers of the property. Therefore, it is essential that Electricity Entity's rights are understood and observed.

PROCEDURE / INSTRUCTIONS**6.1.3 How do I know if there are easements on my property?**

Contact your solicitor or The Department of Natural Resources and Mines to obtain a Title Search that shows all registered easements on the property.

6.1.4 Who owns the land the easement is on?

The ownership of that land encumbered with the easement remains with the property owner.

6.1.5 How does an easement affect what I can do with my property?

An easement controls what you can build, what size trees you can plant and what outdoor activities you can carry out in the easement area.

An easement affects the use of the property by limiting the development that can be undertaken within the easement area. The exact rights granted to an Electricity Entity under an electricity easement will depend on the wording used in the grant of easement. Property owners and occupiers should also be aware that an Electricity Entity has the right of access to land to undertake certain works (including reading meters and disconnecting supply). These rights of access are granted by Queensland legislation not the easement and so may not be registered on the property's title and therefore may not be revealed in a Title Search.

6.1.6 Who is responsible for maintenance of easement area?

You must provide a continuous, unobstructed area along the full length of the easement to allow an Electricity Entity access to electric lines, transformers, underground cables and other equipment at all times. A width of 4.5 m is typically required for the safe passage of vehicles and heavy plant.

You must NOT place obstructions in the easement within 5 m of any electric lines, transformer, power pole, equipment or supporting wire.

Maintenance of the easement area is generally the responsibility of the property owner and/or occupier, however, complying with regulatory and safety requirements associated with Electricity Entity's electrical assets within the easement area is the responsibility of the Electricity Entity.

6.1.7 What type of maintenance work does Electricity Entity undertake on easements?

To enable Electricity Entity to construct, maintain, repair and rebuild electric lines on some properties, access roads and tracks are required on or adjacent to the easement area. As required, Electricity Entity is able to construct access tracks, retain the right of use of these tracks and maintain them to a suitable level to permit access for its vehicles. Where gates are installed within the easement area, an Electricity Entity lock may be required to enable continual access along the easement corridor.

In addition, periodic vegetation management works are also undertaken by Electricity Entity to ensure that a specified minimum clearance between vegetation and the electric lines is maintained.

Where possible, property owners will be contacted prior to easement maintenance and vegetation works commencing.

6.1.8 Where consent (Wayleave) to installing Electricity Entity infrastructure has been given

Much of Electricity Entity's above ground electricity network is constructed without easements. Instead, the consent of the owner of the affected land is obtained and the electrical infrastructure is installed. Historically this consent has been in the form of a document known as a Wayleave.

This consent (or Wayleave) is a document evidencing the agreement from a particular owner, but it is not registered on the title of the land like an easement.

Once consent is obtained from an owner, Queensland legislation (the Electricity Act 1994) says that the consent of all future owners to the electrical infrastructure is not required.

Queensland legislation grants Electricity Entity rights to access, maintain, repair and replace electrical assets installed with consent.

PROCEDURE / INSTRUCTIONS**6.2. Contact Electricity Entity when planning construction work near electric lines**

When planning and before commencement (regardless of whether or not local council approval is required), it is essential to confirm that the proposed construction work (e.g. building, structure, sign, crane, scaffold) does not breach the minimum statutory clearance distances that must be maintained from nearby Electricity Entity overhead or underground electric lines. Refer Electrical Safety Regulation 2013, Schedule 4 and 5 for information on statutory clearance distances that must be complied with.

It is extremely dangerous and potentially life threatening to allow anything to come in close proximity to the conductors of an electric line.

Where it is necessary for an Electricity Entity to relocate electric lines due to statutory clearance breach caused by construction work performed nearby, the Electricity Entity is entitled to recover costs from the PCBU, property owner or occupier who caused the breach. Refer Electrical Safety Regulation 2013, Section 209 Building or adding to structure near electric lines.

Although it is preferred that the area around Electricity Entity electrical assets (including within an Easement area) is free of development, the following examples provide property owners and occupiers with an indication of what type of development is acceptable and what is not.

NOTE: Do not assume that your local council approval is sufficient approval for you to proceed with your work. The local council may not check whether or not your proposed construction work will comply with the Electricity Entity's statutory clearance requirements

6.3. What clearances must be maintained once construction work is completed?

Electrical Safety Regulation 2013, Schedule 4 - Clearance of overhead electric lines and Schedule 5 – Clearance of low voltage overhead service lines detail the statutory clearances that must be maintained from overhead electric lines for completed buildings and structures. These statutory clearances will need to be taken into consideration during the planning phase of determining the location for a building or structure. The table below sets out the minimum statutory clearances required for voltage levels up to 33 kV. Additional requirements may apply for voltage levels above 33 kV, contact the Electricity Entity for consultation.

Where the Electricity Entity has identified a breach of statutory clearance resulting from erection of a building or structure, the statutory breach will be reportable to the Electrical Safety Office as a Dangerous Electrical Event and any costs incurred in subsequent remedial work to achieve required statutory clearances may be recovered from the person or company who caused the breach of statutory clearance.

PROCEDURE / INSTRUCTIONS

CODE	LOCATION	DIRECTION	INSULATED CABLE (ABC) (Note 1)	BARE	MORE THAN 1000 VOLTS BUT NOT MORE THAN 33kV
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MINIMUM CLEARANCE FROM ROADS, GROUND, OR BOUNDARIES

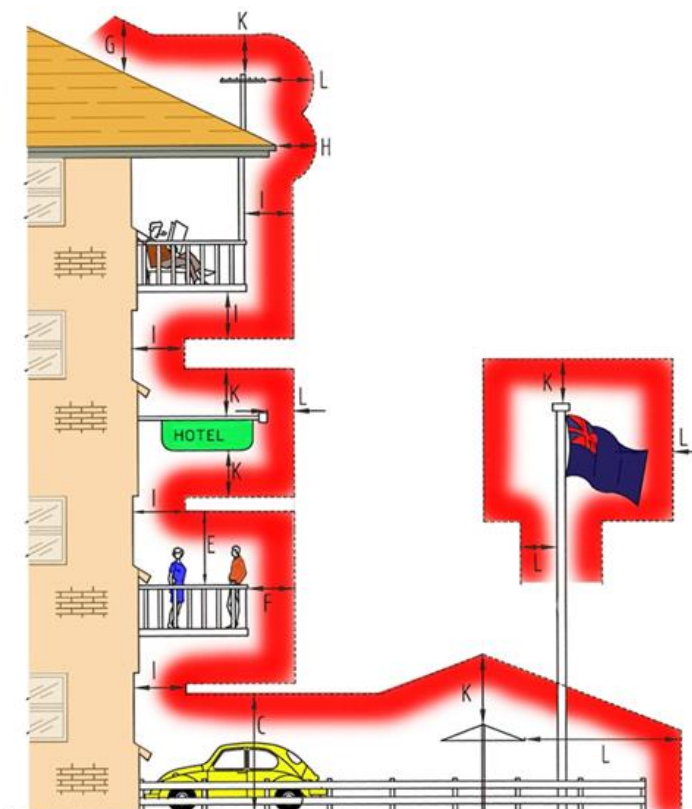
A	Crossing the carriageway, roadway	VERTICALLY	5.5m	5.5m	6.7m
A1	Designated "Over Dimension Routes"	VERTICALLY	7.0m	7.0m	7.5m
B	At other positions, footpath	VERTICALLY	5.5m	5.5m	5.5m
C	Other than roads but trafficable	VERTICALLY	5.5m	5.5m	5.5m
C1	Areas totally inaccessible to traffic or mobile machinery	VERTICALLY	4.5m	4.5m	4.5m
D	Cuttings, embankments, easement boundaries	HORIZONTALLY	1.5m	1.5m	2.1m
X	Real Property Boundaries	HORIZONTALLY	0.0m	0.0m	0.0m

MINIMUM CLEARANCE FROM STRUCTURES AND BUILDINGS

E F	Unroofed terraces, balconies, sun-decks, paved areas, etc, subject to pedestrian traffic only. A hand rail or wall surrounding such an area and on which a person may stand. (Note)	VERTICALLY AND HORIZONTALLY (Note)	2.7m 1.2m	3.7m 1.5m	4.6m 2.1m
G H	Roofs or similar structures not used for traffic or resort but on which a person may stand. A parapet surrounding such a roof and on which a person may stand. (Note)	VERTICALLY AND HORIZONTALLY (Note)	2.7m 0.9m	3.7m 1.5m	3.7m 2.1m
I	Covered places of traffic or resort such as windows which are capable of being opened, roofed open verandahs and covered balconies.	IN ANY DIRECTION	1.2m	1.5m	2.1m
J	Blank walls, windows which cannot be opened. (Note)	HORIZONTALLY	0.6m	1.5m	1.5m
K L	Other structures not normally accessible to persons. (Note)	VERTICALLY HORIZONTALLY (Note)	0.6m 0.3m	2.7m 1.5m	3.0m 1.5m

NOTE:

The vertical clearance and the horizontal clearance specified shall be maintained.



PROCEDURE / INSTRUCTIONS

The following list of examples is not exhaustive, and it may be necessary to contact the Electricity Entity if doubt exists as to what is permitted around electricity assets.

<i>What is PERMITTED around Electricity Entity overhead or underground electric lines</i>	<i>What is NOT PERMITTED around Electricity Entity overhead or underground electric lines</i>
✓ Erection of fences to a maximum height of 2.4 m is generally acceptable, provided they do not affect access to, and work on, the poles, electric lines and/or cables. Trees, shrubs and plants should be located clear of vehicle access. Note: Maximum Growth Height of 3 m. ✓ Clothes hoists and barbecues should be located clear of the vehicle access way. Note: Maximum Height 2.5 m. ✓ Installation of underground utility services, such as low voltage electricity, gas, telephone and water, is generally acceptable, subject to clearances from Electricity Entity poles and supporting structures, and underground electric mains. ✓ Excavating, filling and altering of nearby land may be acceptable but full details need to be provided to the Electricity Entity for assessment. ✓ Vehicles, mobile plant and equipment within the easement area need to maintain the minimum statutory clearances distances from overhead electric lines. Normal farming, grazing and other agricultural activities can be carried out. Take care when ploughing or operating mobile machinery or irrigation equipment near Electricity Entity's equipment. ✓ Parking of vehicles, trucks, trailers, etc. is normally allowed. Note: Maximum Load and Aerial Height of 4 m. Barriers of an approved design (e.g. bollards) may be required to protect poles from vehicle contact damage. Heavy vehicle or operating plant crossings may need a protective concrete cover to ensure underground cables are not damaged.	✗ Build houses, sheds, garages or other large structures. Building of roofed/ unroofed verandahs, swimming pools and pergolas are generally not acceptable. ✗ Flying kites or model aircraft within the easement. ✗ Driving fence posts or stakes into ground within easements where there is underground cabling. ✗ Storing liquids such as petrol, diesel fuel, or any flammable or combustible material that will burn. ✗ Installing lighting poles. ✗ Stockpiling soil or garbage within the easement. ✗ Planting trees in large quantities that could create a fire hazard or that grow in excess of the approved maximum height of 3 m. ✗ Storing or using explosives. ✗ Residing in or occupying any caravan or mobile home within an easement. ✗ Placing obstructions within the vicinity of any Electricity Entity assets (e.g. power pole, overhead electric line, equipment or pole stay) that impede access to or work on these assets.

6.4. What about Electric and Magnetic Fields?

The Electricity Entity operates its electric lines within the current guidelines set by the National Health and Medical Research Council for exposure to 50/60 hertz electric and magnetic fields (EMF) and is mindful of some community concern about such fields and health. Contact the Electricity Entity (General Enquiries phone number - refer page 3). Alternatively, further information can be sourced from:

Energy Networks Association (ENA) brochure - "Electric and Magnetic Fields - What We Know", January 2014

http://www.ena.asn.au/sites/default/files/emf-what-we-know-jan-2014-final_1_1.pdf

Australian Radiation Protection and Nuclear Safety Agency (ARPANSA) brochure - "Electricity and Health", May 2011

http://www.arpansa.gov.au/RadiationProtection/Factsheets/is_electricity.cfm

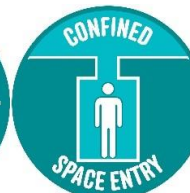
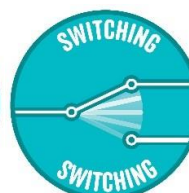
DEFINITIONS	
Term	Definition
Applicant	A person contacting or applying to the Electricity Entity for a Safety Advice.
Authorised Person	For work near an electrical line, means a person who has enough technical knowledge and experience to do work that involves being near to the electrical line; and has been approved by the person in control of the electrical line (Electricity Entity) to do work near to the electrical line.
Authorised Person (Electrical)	An Electrical Mechanic or Electrical Linesperson (holding current Queensland Licence) working on behalf of an electrical contractor and accredited with the Electricity Entity who is permitted to remove and replace LV service fuse(s) when isolation of customer LV service line is required to eliminate the exclusion zone around the LV service line, or to work on the customer's mains and / or switchboard.
Earthworks	Any digging, penetration or disturbance of ground including but not limited to post hole digging, excavating, trenching, directional boring, bore hole sinking, driving pickets/posts into ground, cut and fill, dam or levee bank construction, blasting.
Electricity Entity	Where Electricity Entity appears throughout this document, it relates to either Energex or Ergon Energy area of responsibility. Refer to respective contact details below.
Instructed Person	For an electrical line, means a person who is acting under the supervision of an Authorised Person for the electrical line.
Safety Advice	A written notice identifying the known electrical hazards at a specific site and advising the control measures required to be implemented by Responsible Person (person responsible for worksite) to reduce the likelihood of harm to person, plant or vehicle at site.
Safety Observer	A safety observer or "spotter", for the operation of operating plant, means a person who: (a) observes the operating plant; and (b) advises the operator of the operating plant if it is likely that the operating plant will come within an exclusion zone for the operating plant for an overhead electric line. This is a person who has undergone specific training and is competent to perform the role in observing, warning and communicating effectively with the operator of the operating plant.
Untrained Person	For an electrical line, means a person who is not an Authorised Person or an Instructed Person for the electrical line.

TRAINING
Staff must be current in all Statutory Training relevant for the task.

SAFETY / ENVIRONMENTAL CONTROLS

Follow the Safety Policy, procedures and practices set out for Energy Queensland and subsidiary companies.

Personnel are responsible for understanding all the risks and ensuring their individual actions do not endanger the health and safety of themselves or others.

**FATAL HAZARDS CRITICAL CONTROLS FOR THE TASK****REFERENCES****Supporting Documents**

Electrical Safety Regulation 2013: Part 5 - Overhead and Underground Electric Lines

Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines

Work Health and Safety Act 2011

Work Health and Safety Regulation 2011

Energex documents:

- Application for Safety Advice – Working near Energex exposed live parts
- Important Notice – Working near Energex Power Lines Including Overhead Services
- Safety Advice on working near Energex exposed live parts

Ergon Energy documents:

- Safety Advice Request Form
- Safety Advice on Working around Electrical Parts Form
- Important Notice Regarding Safety Advice QRG

Copies of the relevant Acts, Regulation and Codes of Practice and any other relevant legislation can be found on the Queensland Government web site - <https://www.worksafe.qld.gov.au/>

REFERENCES

Disclaimer

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

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

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

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BYDA

Sequence: 261752188
Date: 26/09/2025

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

CAUTION - HIGH VOLTAGE

LEGEND

- Substation
- Cable Marker
- Pit
- Pole
- Pillar
- LV Cable (up to 1kV)
- HV Cable (1kV - <33kV)
- HV Cable (33kV and over)
- Pit Boundary
- Planned Work Area

AS5488 Category "D" Plan



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

Job ID 51280744

Logan City Council

Referral

261752187

Member Phone

(07) 3412 3412

Responses from this member

Response received Fri 26 Sep 2025 12.24pm

File name	Page
Response Body	95
261752187.pdf	96

Request: 261752187 Enquirer: - 3753382 Contact: Janelle May Email: property@stanfordlegal.au Phone: +61483980010 Address: 145 Sinnathamby Boulevard Springfield Central QLD 4300 Site Address: 245 Killara Bvd Logan Reserve QLD 4133 Activity: Conveyancing Job Number: 51280744

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 • www.logan.qld.qov.au • ABN 21-627-796 435



Janelle May
145 Sinnathamby Boulevard
Springfield Central QLD 4300
property@stanfordlegal.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	261752187
Enquiry Date	26/09/2025 12:24
Response	AFFECTED
Address	245 Killara Bvd Logan Reserve
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.

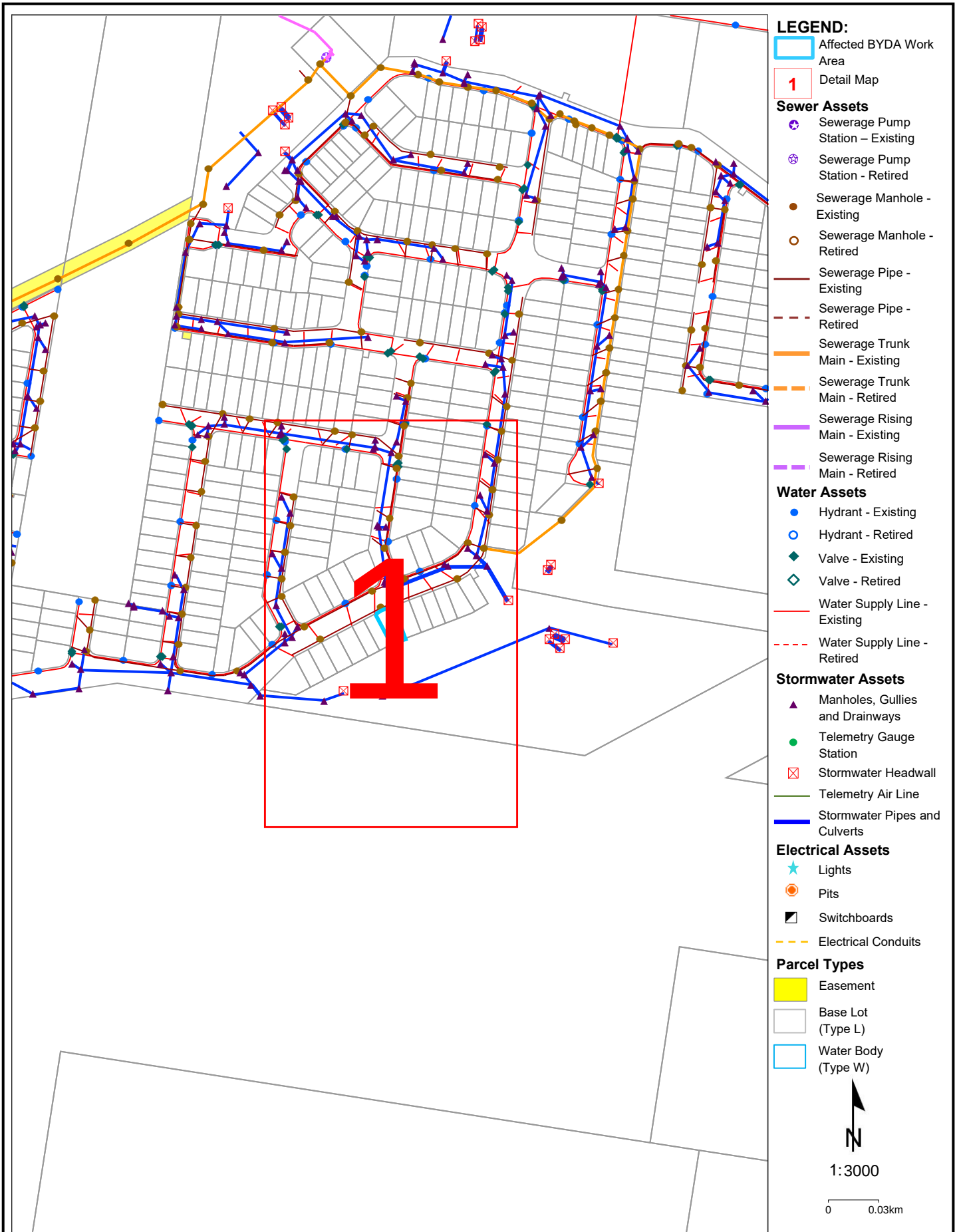
Disclaimer: This document is confidential to the addressee and may also be privileged, and neither confidentiality nor privilege is waived, lost or destroyed by virtue of it being transmitted to an incorrect addressee. Unauthorised use of the contents is therefore strictly prohibited. Any information 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

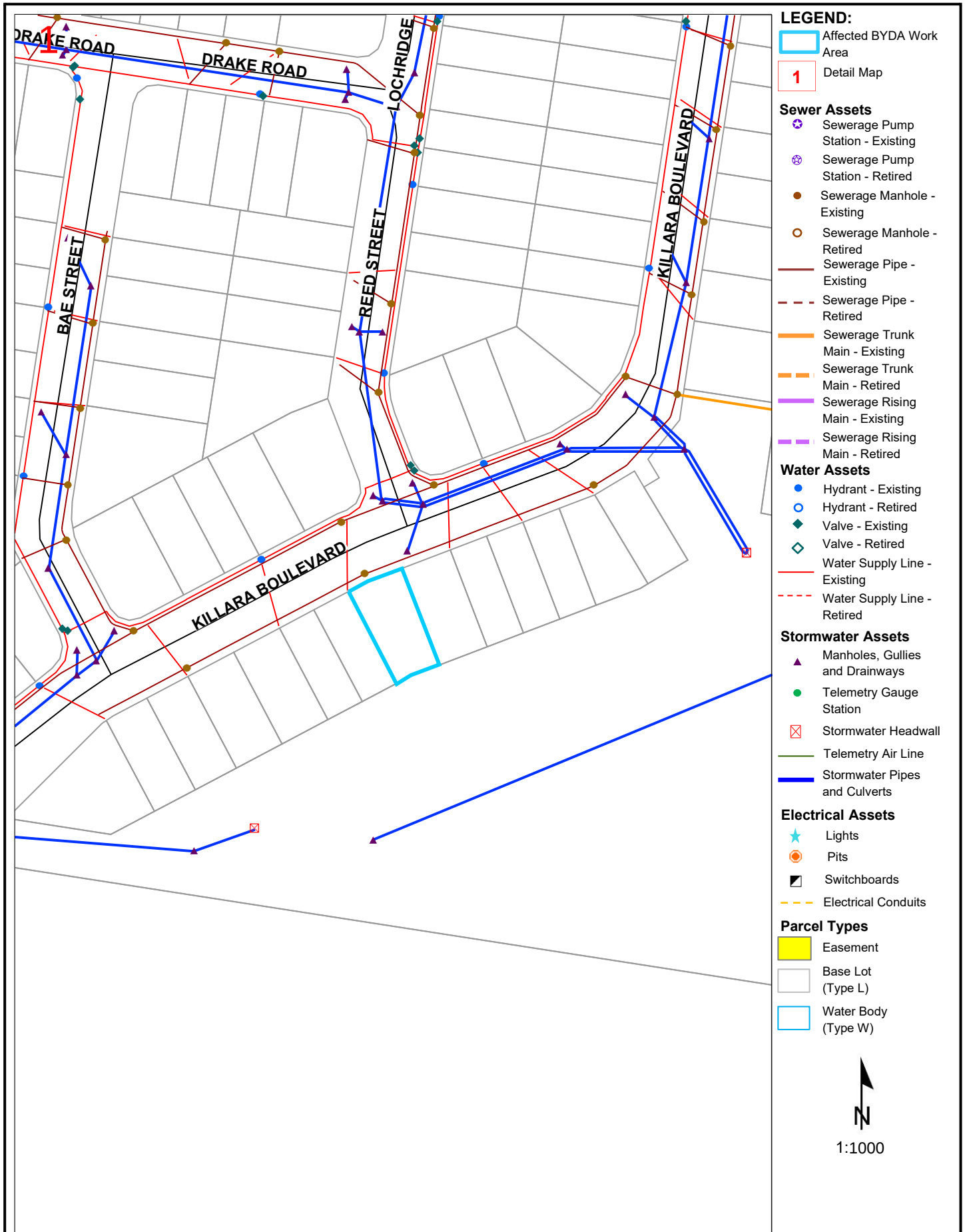
Sequence No: 261752187

245 Killara Bvd Logan Reserve



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).

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Job ID 51280744

NBN Co Qld

Referral

261752186

Member Phone

1800 687 626

Responses from this member

Response received Fri 26 Sep 2025 1.11pm

File name	Page
Response Body	100
261752186_20250926_031034513373_1.pdf	101
Disclaimer_261752186_20250926_031034513373.pdf	104
4678_NBN_Dial_Before_You_Dig_Poster_20170517.pdf	108

Hi Janelle May,

Please find attached the response to your DBYD referral for the address mentioned in the subject line. The location shown in our DBYD response is assumed based off the information you have provided. If the location shown is different to the location of the excavation then this response will consequently be rendered invalid.

Take the time to read the response carefully and note that this information is only valid for 28 days after the date of issue.

If you have any further enquiries, please do not hesitate to contact us.

Regards,
Network Services and Operations
NBN Co Limited
P: 1800626329
E: dbyd@nbnco.com.au
www.nbnco.com.au

Confidentiality and Privilege Notice

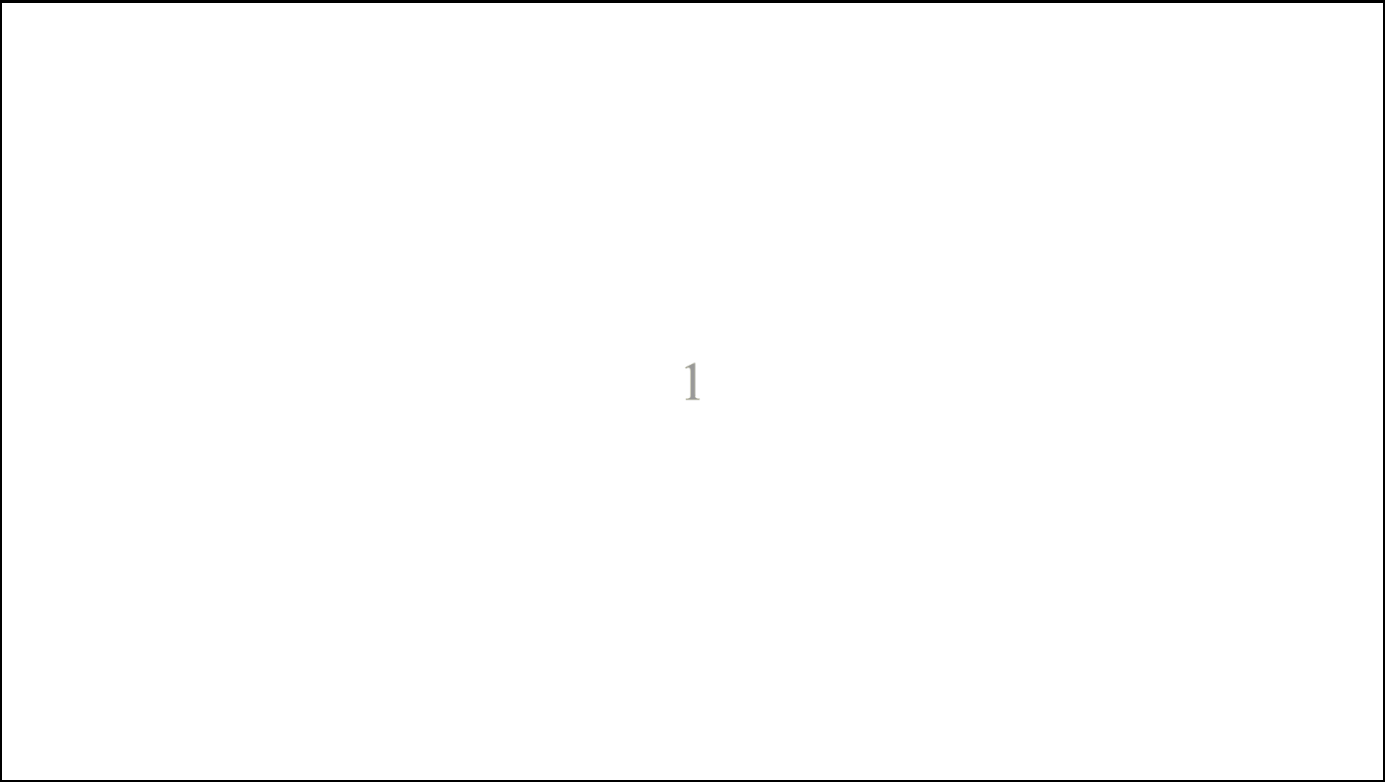
This e-mail is intended only to be read or used by the addressee. It is confidential and may contain legally privileged information. If you are not the addressee indicated in this message (or responsible for delivery of the message to such person), you may not copy or deliver this message to anyone, and you should destroy this message and kindly notify the sender by reply e-mail. Confidentiality and legal privilege are not waived or lost by reason of mistaken delivery to you. Any views expressed in this message are those of the individual sender, except where the sender specifically states them to be the views of NBN Co Limited

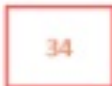
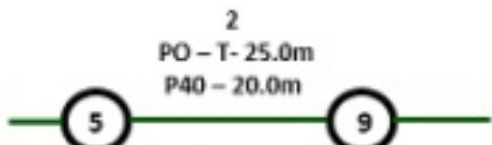
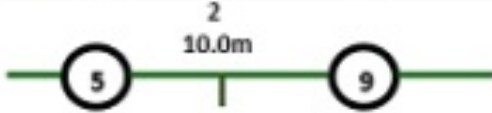
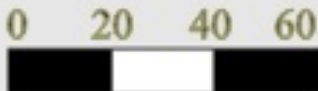
Please Do Not Reply To This Mail

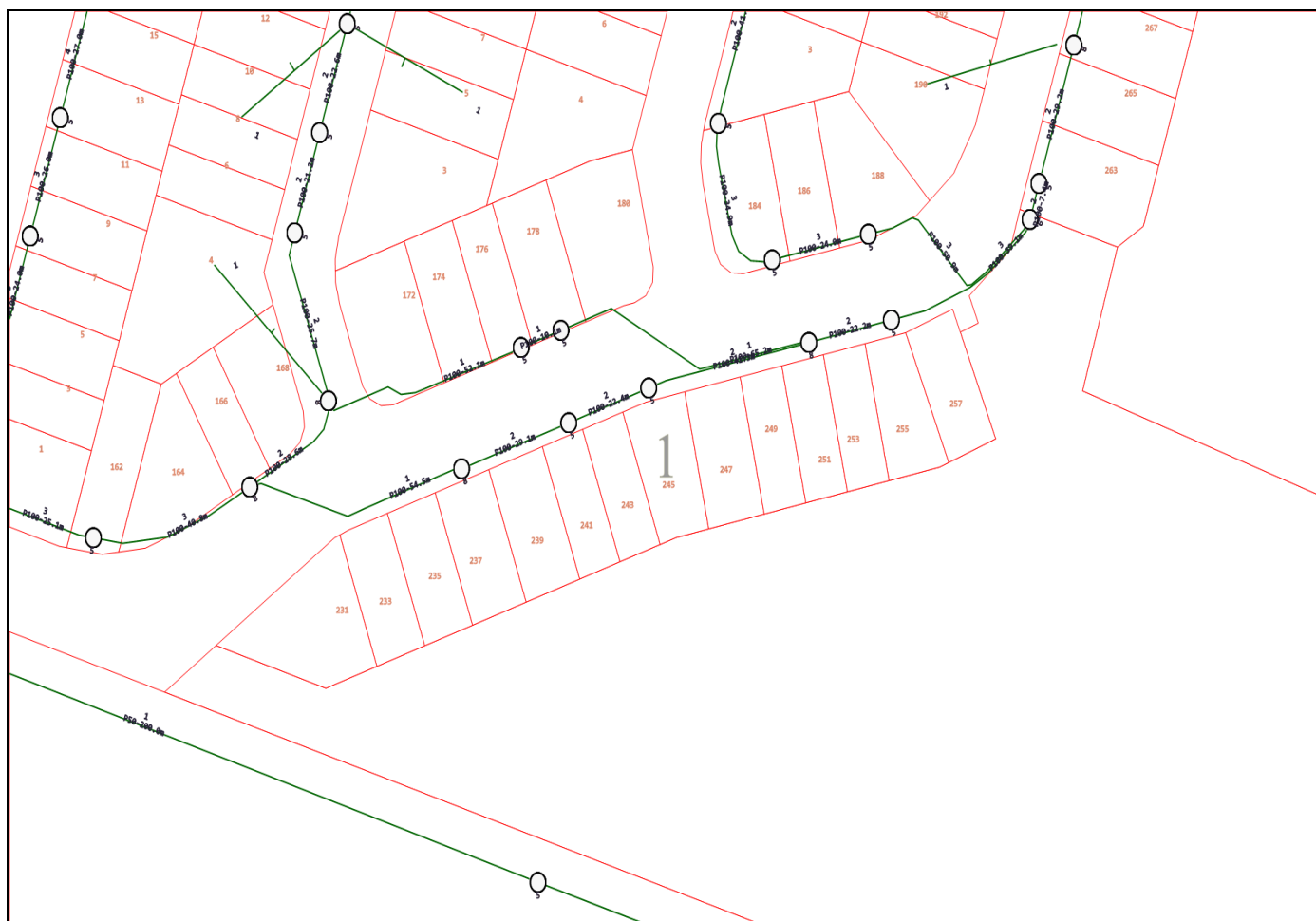
To: Janelle May
Phone: Not Supplied
Fax: Not Supplied
Email: property@stanfordlegal.au

Dial before you dig Job #:	51280744	
Sequence #	261752186	
Issue Date:	26/09/2025	
Location:	245 Killara Bvd , Logan Reserve , QLD , 4133	

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



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



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: Janelle May
Phone: Not Supplied
Fax: Not Supplied
Email: property@stanfordlegal.au

Before You Dig Australia Job #:	51280744	
Sequence #	261752186	
Issue Date:	26/09/2025	
Location:	245 Killara Bvd , Logan Reserve , QLD , 4133	

Information

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

nbn™ Assets	Search Results
Communications	Asset identified
Electricity	No assets

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

Location of nbn™ Underground Assets

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

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

We thank you for your enquiry and appreciate your continued use of the Before You Dig Australia Service. For any enquiries related to moving assets or Planning and Design activities, please visit the **nbn Commercial Works** website to complete the online application form. If you are planning to excavate and require further information, please email dbyd@nbnco.com.au or call 1800 626 329.

Notes:

1. You are now aware that there are **nbn™** Facilities in the vicinity of the above property that could be damaged as a result activities carried out (or proposed to be carried out) by you in the vicinity of the Location.
2. You should have regard to section 474.6 and 474.7 of the *Criminal Code Act 1995* (CoA) which deals with the consequences of interfering or tampering with a telecommunications facility. Only persons authorised by **nbn** can interact with **nbn's** network facilities.
3. Any information provided is valid only for **28 days** from the date of issue set out above.

Referral Conditions

The following are conditions on which **nbn** provides you with the Indicative Plans. By accepting the plans, you are agreeing to these conditions. These conditions are in addition, and not in replacement of, any duties and obligations you have under applicable law.

1. **nbn** does not accept any responsibility for any inaccuracies of its plans including the Indicative Plans. You are expected to make your own inquiries and perform your own investigations (including engaging appropriately qualified plant locators, e.g BYDA Certified Locators, at your cost to locate **nbn™** Facilities during any activities you carry out on site).
2. You acknowledge that **nbn** has specifically notified you above that the Indicative Plans are likely to be more accurate in showing location of fibre optics and telecommunications cables than power cables. There may be a variation between the line depicted on the Indicative Plans and the location of any power cables.
3. You should not assume that **nbn™** Facilities follow straight lines or are installed at uniform depths

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

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

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

State/Territory	Documents
National	Work Health and Safety Act 2011
	Work Health and Safety Regulations 2011
	Safe Work Australia - Working in the Vicinity of Overhead and Underground Electric Lines (Draft)

	Occupational Health and Safety Act 1991
NSW	Electricity Supply Act 1995
	Work Cover NSW - Work Near Underground Assets Guide
	Work Cover NSW - Excavation Work: Code of Practice
VIC	Electricity Safety Act 1998
	Electricity Safety (Network Asset) Regulations 1999
QLD	Electrical Safety Act 2002
	Code of Practice for Working Near Exposed Live Parts
SA	Electricity Act 1996
TAS	Tasmanian Electricity Supply Industry Act 1995
WA	Electricity Act 1945
	Electricity Regulations 1947
NT	Electricity Reform Act 2005
	Electricity Reform (Safety and Technical) Regulations 2005
ACT	Electricity Act 1971

Thank You,

nbn BYDA

Date: 26/09/2025

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Working near **nbn**TM cables

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

Practice safe work habits

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



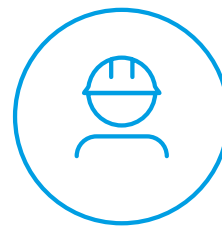
Plan: Plan your job by ensuring the plans received are current and apply to the work to be performed. Also check for any visual cues that may indicate the presence of services not covered in the DBYD plans.



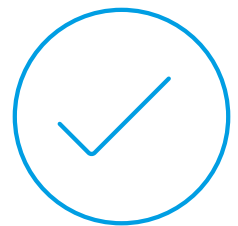
Prepare: Prepare for your job by engaging a DBYD Certified Plant Locator to help interpret plans and identify on-site assets. Contact **nbn** should you require further assistance.



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

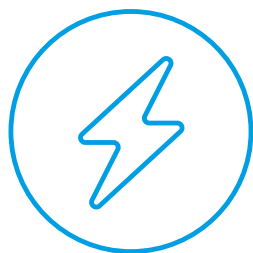


Protect: Protecting and supporting the exposed **nbn** underground asset is the responsibility of the worker. Exclusion zones for **nbn** assets are clearly stated in the plan and appropriate controls must be implemented to ensure that encroachment into the exclusion zone by machinery or activities with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

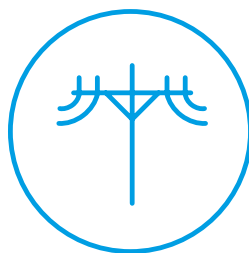


Proceed: Proceed only when the appropriate planning, preparation, potholing and protective measures are in place.

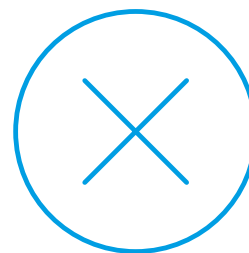
Working near **nbn**TM cables



Identify all electrical hazards, assess the risks and establish control measures.



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



Workers and equipment must maintain safety exclusion zones around power lines.

Once all work is completed, the excavation should be re-instated with the same type of excavated material unless specified by **nbn**. Please note:

- Construction Partners of **nbn** may require additional controls to be in place when performing excavation activities.
- The information contained within this pamphlet must be used in conjunction with other material supplied as part of this request for information to adequately control the risk of potential asset damage.

Contact

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

Disclaimer

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

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

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Job ID 51280744

Telstra QLD FA

Referral

261752190

Member Phone

1800 653 935

Responses from this member

Response received Fri 26 Sep 2025 12.33pm

File name	Page
Response Body	111
Telstra Duty of Care v33.0a.pdf	113
AccreditedPlantLocators 2025-09-16a.pdf	115
Telstra Map Legend v4_0c.pdf	116
261752190.pdf	117

Attention: Janelle May

Site Location: 245 Killara Bvd, Logan Reserve, QLD 4133

Your Job Reference: 25-1775

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



Important - this site is within or in the vicinity of a **RED IMPORTED FIRE ANT RESTRICTED AREA**. Movement controls apply. Penalties of up to \$220,000 for individuals and \$1.1 million for corporations may apply. Call **13 25 23** or visit www.daff.qld.gov.au/fireants for further information.

Thank you for requesting Telstra information via Before You Dig Australia (BYDA). This response contains Telstra Information relating to your recent request.

 Accredited Plant Locator	General Contact Information including applications required to view Cable Plans - DWF & PDF
 Telstra Duty of Care V32	Your responsibility and Legal requirements working near Telstra's Assets
 Telstra Map Legend 4.0	Common Symbols on Cable Plans and Safe Clearance distances when working near Telstra Assets

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.

In particular please read and familiarise yourself with 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/>, as these documents set out the essential steps that must be undertaken prior to commencing construction activities.

 Best practice guides and the five P's of safe excavation	These are the essential steps to be undertaken prior to commencing construction activities	Essential Steps : Link 5 P's: Link
 We highly recommend using certified locators where possible.		CERTLOC : Link

 1800 653 935 Telstra Plan Services	Whenever in doubt please contact this number for Telstra BYDA map related enquiries email Telstra.Plans@team.telstra.com	Note: that Telstra plans are only valid for 60 days from the date of issue
 How to Report Damage to Telstra Equipment	If you think you have damaged Telstra Assets, please Report it ASAP.	Call: 13 22 03 Report Online: Link
	It is a criminal offence under the 'Criminal code act 1995' to tamper or interfere with Telecommunications infrastructure. Telstra will take action to recover compensation for the damage caused to property and assets, and for interference with the operation of Telstra's networks and customer service.	
	Telstra plans contain confidential information and are provided on the basis that they are used solely for identifying 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 loss or damage. You must comply with any other terms of access to the data that have been provided by you by Telstra (including conditions of use or access).	

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 v33.0a.pdf*)

(See attached file: *Telstra Map Legend v4_0c.pdf*)

(See attached file: *AccreditedPlantLocators 2025-09-16a.pdf*)

(See attached file: *261752190.pdf*)



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 arranging for the works to be performed, supervising the works, and undertaking the works to protect Telstra 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. If the Applicant is aware of another party or parties about to perform or performing works at the location, it should ensure that the other party or parties have lodged a BYDA enquiry and obtained plans for that location. If you are undertaking excavations works you must follow the 5Ps of Safe Excavation. The 5 Ps of Safe Excavation are set out in the video in the below link.

<https://www.byda.com.au/education/resources/>

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

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

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

Data Extraction Fees

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

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

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

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

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

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

Workers and equipment must maintain safety exclusion zones around power lines

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

Privacy Note

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



General Information

Before you Dig Australia – BEST PRACTISE GUIDES
<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 New Connections / Disconnections
13 22 00



Telstra Protection & Relocation: 1800 810 443 (AEST business hours only).
[Email](#)
Telstra Protection & Relocation Fact Sheet: [Link](#)
Telstra Protection & Relocation Home Page [Link](#)



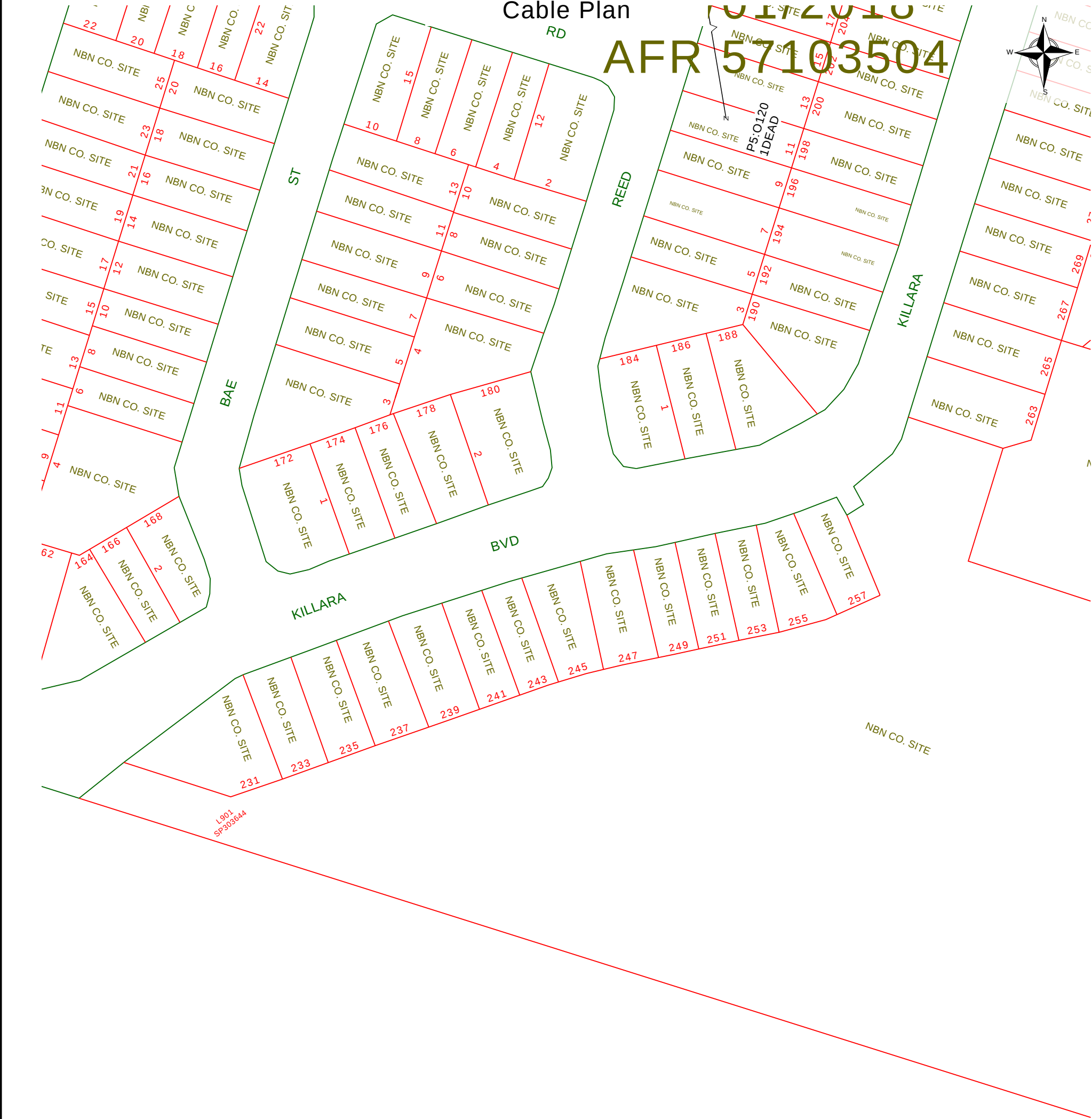
Telstra Aerial Assets Group (overhead network)
1800 047 909

Protect our Network:

by maintaining the following distances from our assets:

- 1.0m Mechanical Excavators, Farm Ploughing, Tree Removal
- 500mmVibrating Plate or Wacker Packer Compactor
- 600mm Heavy Vehicle Traffic (over 3 tonnes) not to be driven across Telstra ducts or plant.
- 1.0mJackhammers/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



	Report Damage: https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra Ph - 13 22 03 Email - Telstra.Plans@team.telstra.com Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries	Sequence Number: 261752190
	TELSTRA LIMITED A.C.N. 086 174 781	Please read Duty of Care prior to any excavating
	Generated On 26/09/2025 12:27:53	

WARNING
Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing it. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy. Further on site investigation is required to validate the exact location of Telstra plant prior to commencing construction work. A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the asset is protected during construction works.

See the Steps- Telstra Duty of Care that was provided in the email response.



End of document

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

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