

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: _____
Waheeda Qamar

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

NAME: _____ ABN: _____
Qamar Zaman

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: 4114

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: _____

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: _____

REF: _____ CONTACT: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

PROPERTY**LOT:** ADDRESS: 22/65-87 Demeio RoadSUBURB: Berrinba STATE: QLD POSTCODE: 4117**DESCRIPTION:** **LOT:** 22 **PLAN:** SP234635 **AREA:** 138 sqm ← more or less**TITLE REFERENCE:** 50848380 **SOLD AS:** ☒ Freehold ☐ Leasehold☒ Built On ☐ Vacant ■ if neither is selected, the Lot is treated as being Freehold.**Present Use:** RESIDENTIAL**Local Government:** LOGAN CITY**Excluded Fixtures:** ■ attach annexure for additional space**Included Chattels:** ■ attach annexure for additional space**PRICE****Cyber Warning**

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

PURCHASE \$
PRICE: _____**DEPOSIT:**
Initial Deposit \$ _____payable on the day the Buyer signs this contract
unless another time is specified below:One Business Day From Contract DateBalance Deposit \$ _____
(if any)payable on: One Business Day FromUnconditional Date**NOTE:** failure to pay the deposit on the date(s) specified
may result in termination of the contract and forfeiture
of the deposit to the Seller.

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

DEFAULT INTEREST RATE: _____ %■ If no figure is inserted, the Contract Rate applying at the Contract Date
published by the Queensland Law Society Inc will apply.**INITIALS** (Note: initials not required if signed with Electronic Signature)

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SETTLEMENT

SETTLEMENT DATE: DAYS FROM CONTRACT DATE

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

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

GST

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

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

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

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

GST WITHHOLDING OBLIGATIONS

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

- ☒ No
☐ Yes

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

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

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

(select whichever is applicable)

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

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

LAND TAX

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

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

[select one]

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

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

CONDITIONS

FINANCE

Finance Amount: \$ SUFFICIENT TO COMPLETE PURCHASE

Financier: FINANCIER OF BUYERS CHOICE

Finance Date: DAYS FROM CONTRACT DATE

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

BUILDING AND/OR PEST INSPECTION DATE

Inspection Date: DAYS FROM CONTRACT DATE

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

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

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MATTERS AFFECTING PROPERTY

TITLE ENCUMBRANCES:

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

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

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

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

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

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

TENANCIES:

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

- ☐ No
☒ Yes, details are contained in the attached Tenancies Schedule

OTHER MATTERS:

Residential Tenancy Agreements or Rooming Accommodation Agreements:

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

- ☐ No
☒ Yes

← **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.

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

13 May 2025

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

← **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.

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:** 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))* | REFER TO BODY CORPORATE DISCLOSURE STATEMENT |
| (b) Actual or Contingent or Expected Liabilities of Body Corporate (s 223(2)(c)(d))* | REFER TO BODY CORPORATE DISCLOSURE STATEMENT |
| (c) Circumstances in Relation to Affairs of Body Corporate (s 223(3))* | REFER TO BODY CORPORATE DISCLOSURE STATEMENT |
| (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)* | REFER TO BODY CORPORATE DISCLOSURE STATEMENT |

*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*;

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

2. DEPOSIT

2.1 Payment of Deposit

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

2.2 Investment of Deposit

If:

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

2.3 Entitlement to Deposit and Interest

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

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

3. PURCHASE PRICE

3.1 Payment of Balance Purchase Price

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

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

3.2 Foreign Residents Capital Gains Tax Withholding

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

3.3 GST Withholding

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

3.4 Adjustments

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

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

3.5 Outgoings

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

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

where:

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

LA means the area of the Lot

PA means the area of the Parent Lot.

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

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

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

3.6 Rent

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

3.7 Cost of Bank Cheques

If settlement is not an Electronic Settlement:

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

4. CONDITIONS

4.1 Finance

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

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

4.2 Building and Pest Inspection

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

4.3 Consent to Transfer of State Lease

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

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

5. SETTLEMENT

5.1 Time and Date

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

5.2 Electronic Settlement

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

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

5.3 Place for Settlement

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

5.4 Transfer Documents

If the settlement is not an Electronic Settlement:

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

5.5 Documents and Keys at Settlement

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

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

5.6 Assignment of Covenants and Warranties

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

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

5.7 Possession of Property

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

5.8 Title to Included Chattels

Title to the Included Chattels passes at settlement.

5.9 Removal of Reserved Items

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

6. TIME

6.1 Time of the Essence

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

6.2 Extension of Settlement Date

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

- (3) More than one Extension Notice may be given under clause 6.2(1) but the new date for settlement nominated in an Extension Notice may not be a date later than 5 Business Days after the Scheduled Settlement Date.
- (4) In this clause 6.2, "**Scheduled Settlement Date**" means the Settlement Date specified in the Reference Schedule as extended:
- under section 79, 80 or 81 of the *Property Law Act 2023*;
 - under clause 6.3; or
 - 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:
- the Settlement is an Electronic Settlement;
 - 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;
 - any party to the Electronic Workspace has not re-signed the Workspace by 4pm; and
 - 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:

- any reservations or conditions on the title or the original Deed of Grant (if freehold); or
- 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:
- 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;
 - 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;
 - 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;
 - there are no current or threatened claims or proceedings which may lead to a Court order or writ of execution affecting the Property;
 - 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:

- 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;
- 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;
- it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and
- 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:

- the statements made by the Seller in the Reference Schedule under Residential Tenancy Agreements and Rooming Accommodation Agreements are true and correct; and
- 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:
- there is an error in the boundaries or area of the Lot;
 - there is an encroachment by structures onto or from the Lot;
 - 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
 - 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:

- immaterial; or
- 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.

Tenancies Schedule

Schedule to REIQ Contract for Sale and Purchase of Residential Real Estate

TENANT

Note: For the purpose of this Contract, a Tenant may include a resident named in a rooming accommodation agreement under the *Residential Tenancies and Rooming Accommodation Act 2008 (Qld)*.

NAME/S:

Alibaba Fazel & Mohammad Qasim Fazel & Fatima Fazel

TERM AND OPTIONS: Fixed

STARTING DATE OF TERM:
13 May 2025ENDING DATE OF TERM:
13 May 2026RENT:
\$ 550 per weekBOND:
\$ 2200

NAME/S:

TERM AND OPTIONS:

STARTING DATE OF TERM:

ENDING DATE OF TERM:

RENT:
\$BOND:
\$

MANAGING AGENT

AGENCY: Ray White Logan City

PROPERTY MANAGER: Sajid Moosa

ADDRESS: Shop 22,2-24 Wembley Road

SUBURB: Logan Central

STATE: QLD POSTCODE: 4114

PHONE: 07 3386 0011 EMAIL: sajid.moosa@raywhite.com

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	Qamar Zaman and Waheeda Qamar		
Property address (referred to as the “property” in this statement)	22/65-87 Demeio Road		
	Berrinba QLD 4117		
Lot on plan description	Lot 22 on SP 234635		

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	

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: 13.05.25 - 13.05.26 » the amount of rent and bond payable: Rent = \$550.00 p/w Bond = \$2,140.00 » 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 25.09.25
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>) 13.05.25 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.

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>		
* <i>Transport infrastructure</i> has the meaning defined in the <i>Transport Infrastructure Act 1994</i> . A <i>proposal</i> means a resolution or adoption by some official process to establish plans or options that will physically affect the property.			
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
Flooding	Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the FloodCheck Queensland portal or the Australian Flood Risk Information portal.		
Vegetation, habitats and protected plants	Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.		

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.		

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: \$605.97 Date Range: 01.07.25 - 30.09.25
	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: \$364.89 Date Range: 01.07.25 - 30.09.25 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*.

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. ☒ Yes 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.
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. ☒ Yes☐ No If No— An explanatory statement is given to the buyer that states: ☐ Yes » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 6 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot.
Statutory Warranties	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. ☐ Yes☐ No If No— An explanatory statement is given to the buyer that states: ☐ Yes » 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.

Signatures – SELLER

DocuSigned by:
Qamar Zaman
FBCDFB7D35E94BA...
Signature of seller

Qamar Zaman
Name of seller

1/10/2025
Date

DocuSigned by:
Waheeda Qamar
69EA2C126961439...
Signature of seller

Waheeda Qamar
Name of seller

1/10/2025
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

Name of buyer

Date

Signature of buyer

Name of buyer

Date

CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 53494770
Search Date: 25/09/2025 11:30

Title Reference: 50848380
Date Created: 07/06/2011

Previous Title: 18084055

REGISTERED OWNER

Dealing No: 719663343 08/10/2019

QAMAR ZAMAN
WAHEEDA QAMAR JOINT TENANTS

ESTATE AND LAND

Estate in Fee Simple

LOT 22 SURVEY PLAN 234635
Local Government: LOGAN
COMMUNITY MANAGEMENT STATEMENT 42612

EASEMENTS, ENCUMBRANCES AND INTERESTS

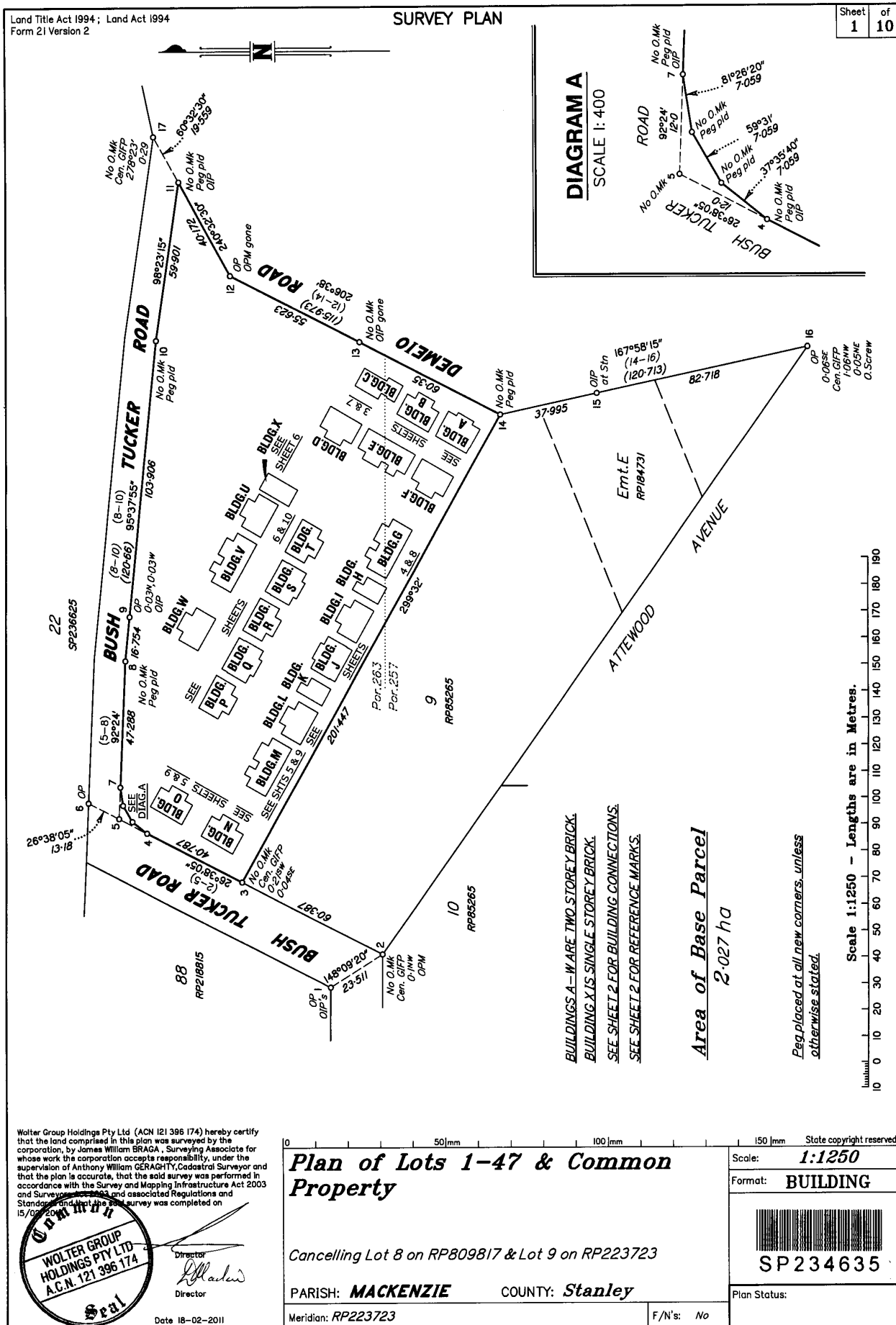
1. Rights and interests reserved to the Crown by
Deed of Grant No. 10632010 (POR 263)
Deed of Grant No. 10632038 (POR 257)
2. MORTGAGE No 719663344 08/10/2019 at 14:00
COMMONWEALTH BANK OF AUSTRALIA A.C.N. 123 123 124

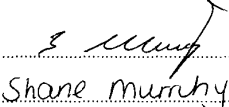
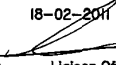
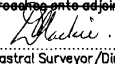
ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL

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

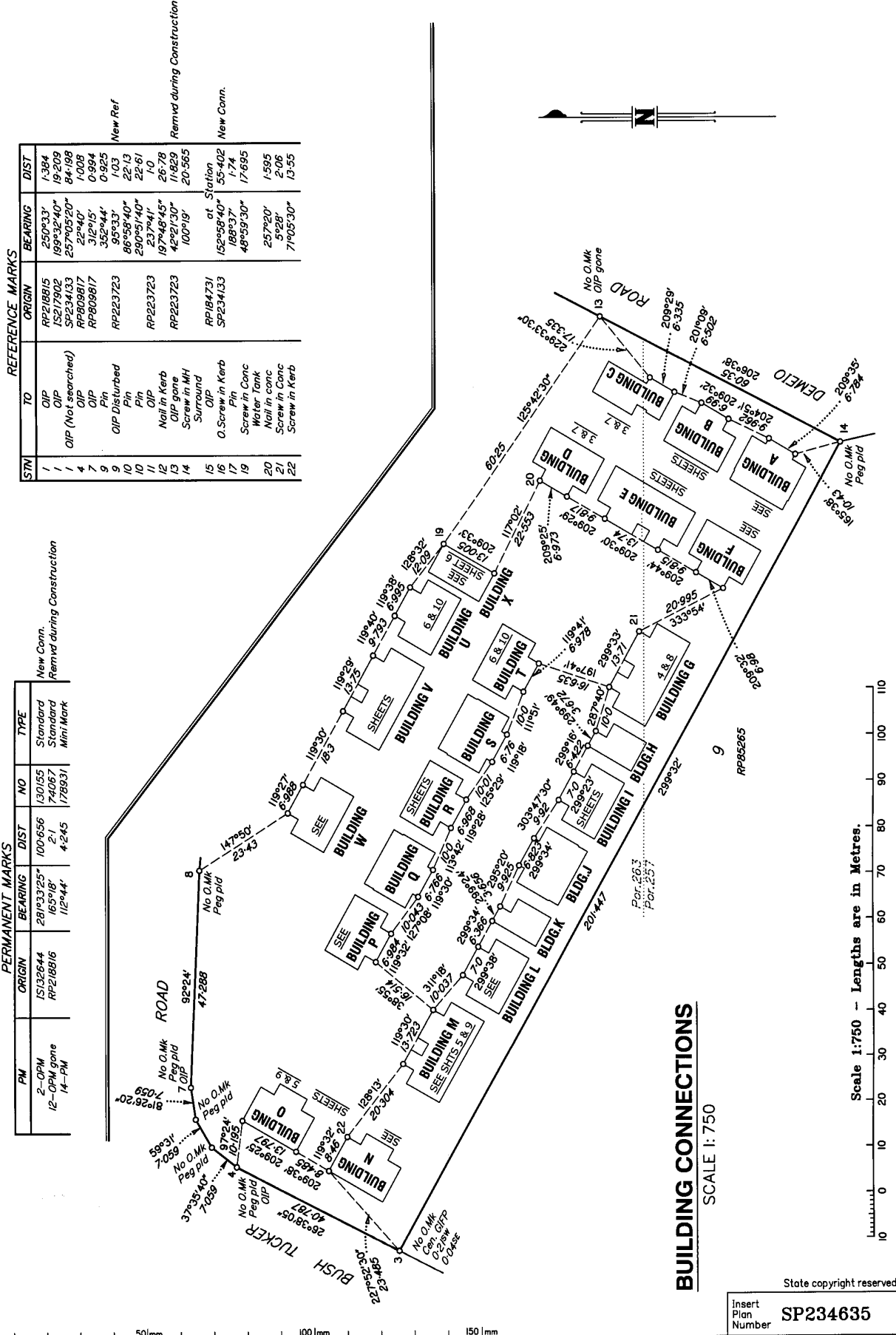


713879888 \$3814.50 30/05/2011 15:51 BH 400 NT		WARNING : Folded or Mutilated Plans will not be accepted. Plans may be rolled. Information may not be placed in the outer margins.																																				
1. Certificate of Registered Owners or Lessees. +/We PHILIP USHER CONSTRUCTIONS PTY LTD ACN 011 008 101 (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  PHILIP USHER CONSTRUCTIONS PTY LTD ACN 011 008 101 BY ITS DULY CONSTITUTED ATTORNEY VANESSA THOMPSON UNDER POWER OF ATTORNEY No 701397097		5. Lodged by PHILIP USHER CONSTRUCTIONS PTY LTD P.O. BOX 1536 BROWNS PLAINS Q. 4118 PHONE 38001666 CODE 060A (Include address, phone number, reference, and Lodger Code)																																				
2. Local Government Approval. * hereby approves this plan in accordance with the : % Sustainable Planning Act 2009 Dated this <u>twenty-seventh</u> day of <u>may 2011</u>  # _____ Shane Murphy # _____ Manager Development Assessment under Delegated Authority Minute No: <u>360/2010</u>		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>Emts</th> <th>Cov.</th> <th>Profit a prendre</th> </tr> </thead> <tbody> <tr> <td>18084055</td> <td>Lot 8 on RP809817</td> <td>1-47, CP</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>17234179</td> <td>Lot 9 on RP223723</td> <td>CP</td> <td></td> <td></td> <td></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>710954395</td> <td>1-47</td> <td></td> </tr> </tbody> </table> DATE OF DEVELOPMENT APPROVAL 23-02-2010 <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Lots</th> <th>Orig</th> </tr> </thead> <tbody> <tr> <td>5,9,13-16,CP</td> <td>257,263</td> </tr> <tr> <td>6-8,17-47</td> <td>263</td> </tr> <tr> <td>1-4,10-12</td> <td>257</td> </tr> </tbody> </table>		Title Reference	Description	New Lots	Road	Emts	Cov.	Profit a prendre	18084055	Lot 8 on RP809817	1-47, CP					17234179	Lot 9 on RP223723	CP					Mortgage	Lots Fully Encumbered	Lots Partially Encumbered	710954395	1-47		Lots	Orig	5,9,13-16,CP	257,263	6-8,17-47	263	1-4,10-12	257
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1-4,10-12	257																																					
3. Plans with Community Management Statement : CMS Number : <u>42612</u> Name : <u>Demeio Greens</u>		4. References : Dept File : Local Govt : <u>691684-1</u> Surveyor : <u>C1387</u>																																				
7. Portion Allocation : 8. Map Reference : <u>9542-43131</u>		9. Locality : <u>MARSDEN</u> 10. Local Government : <u>LOGAN CITY</u> 11. Passed & Endorsed : By : <u>Walter Group Holdings Pty Ltd</u> Date : <u>18-02-2011</u> Signed :  Designation : <u>Liaison Officer</u>																																				
12. Building Format Plans only. I certify that : * As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road; * Part of the building shown on this plan encroaches onto adjoining lots and road  Cadastral Surveyor/Director * <u>18-02-2011</u> * delete words not required		13. Lodgement Fees : Survey Deposit \$ _____ Lodgement \$ _____ New Titles \$ _____ Photocopy \$ _____ Postage \$ _____ TOTAL \$ _____																																				
14. Insert Plan Number SP234635		14. Insert Plan Number SP234635																																				

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

ADDITIONAL SHEET

Sheet 2 of 10



REFERENCE MARKS			
STN	TO	ORIGIN	BEARING
1	OIP	RP218815	250°33'
1	OIP	IS217902	199°32'40"
1	OIP (Not searched)	SP234133	257°05'20"
4	OIP	RP808817	22°40'
7	OIP	RP808817	31°05'
9	Pin	RP223723	352°44'
9	OIP Disturbed	RP223723	95°33'
10	Pin	RP223723	1°03'
10	Pin	RP223723	86°58'40"
11	Pin	RP223723	22°13'
12	Nail in Kerb	RP223723	290°51'40"
13	OIP gone	RP223723	23°74'1"
14	Screw in MH	RP223723	197°48'45"
15	Surround	RP223723	4°21'30"
16	OIP	RP184731	100°19'
17	Pin	SP234133	at Station
19	Water Tank	SP234133	152°58'40"
20	Nail in conc	SP234133	55°402
21	Screw in Conc	SP234133	188°37'
22	Screw in Kerb	SP234133	48°59'30"
			17°695
			1°74
			1°595
			2°06
			5°28'
			71°05'30"

PERMANENT MARKS			
PM	ORIGIN	BEARING	DIST
2-OPM	IS132644	281°33'25"	100.656
12-OPM gone	RP218816	165°18'	2-1
14-PM	RP218816	112°44'	4.245

New Conn.
Remvd during Construction

BUILDING CONNECTIONS

SCALE 1:750

Scale 1:750 - Lengths are in Metres.

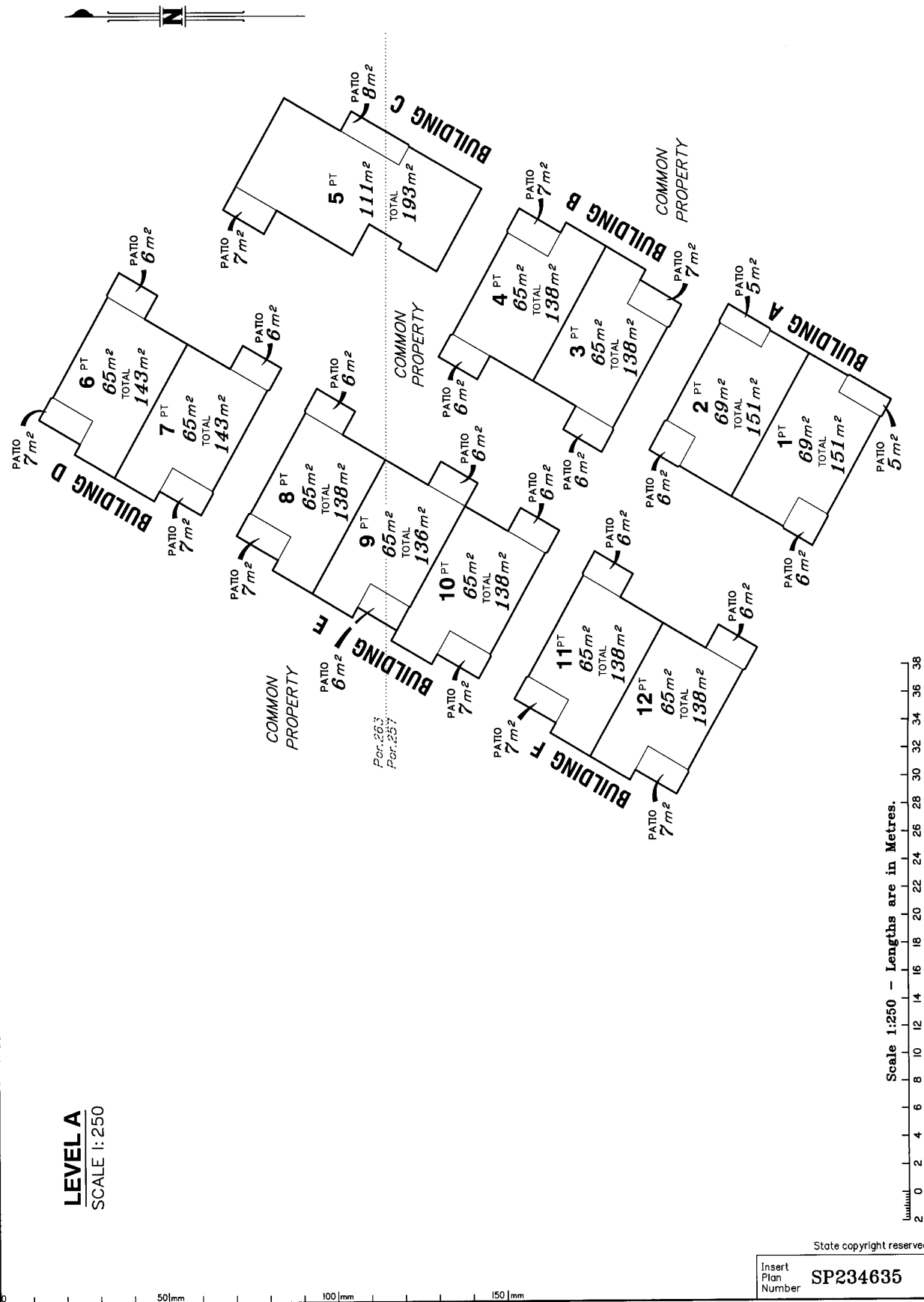
State copyright reserved.

Insert Plan Number SP234635

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

ADDITIONAL SHEET

Sheet 3 of 10

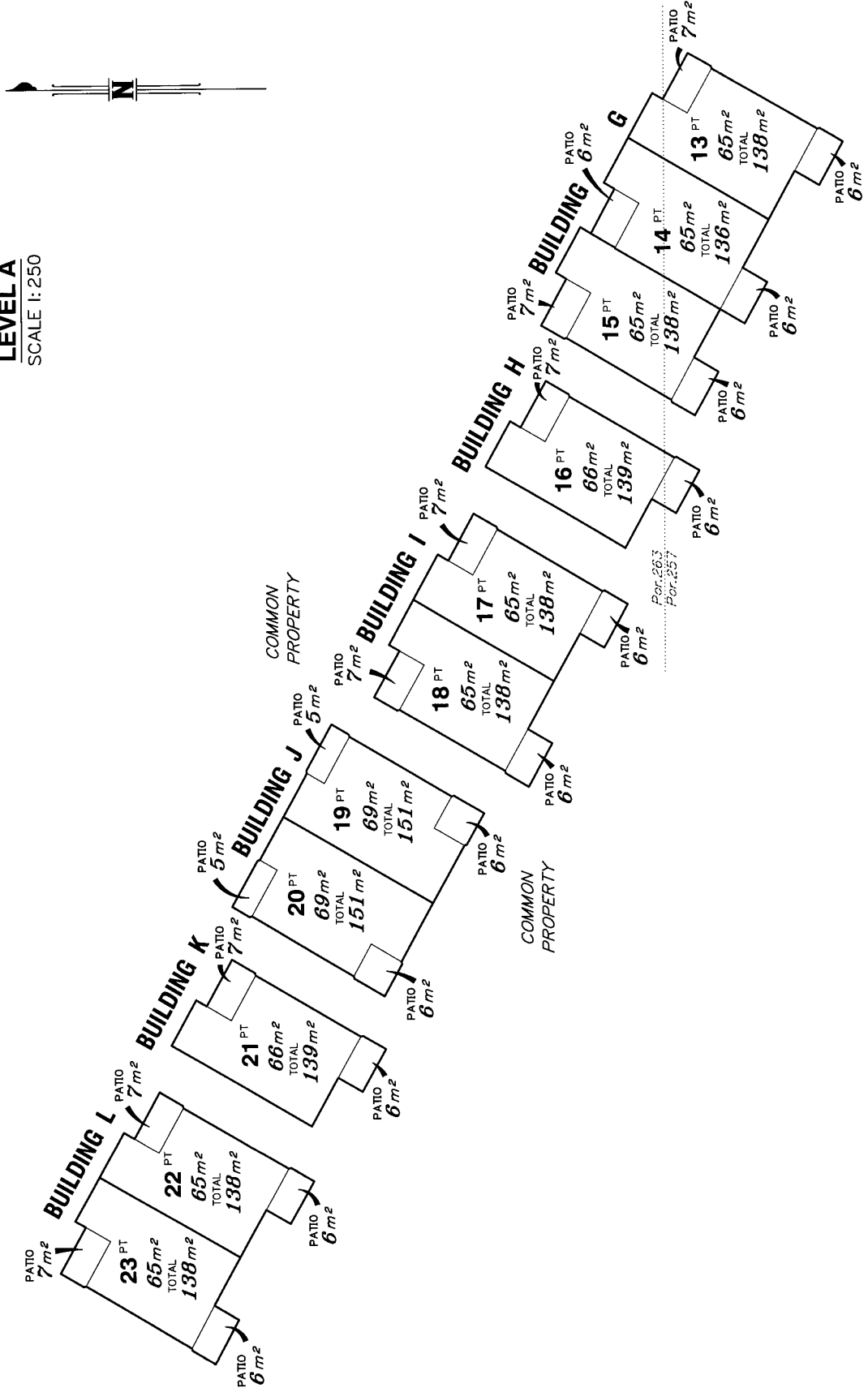


Land Title Act 1994 ; Land Act 1994
Form 21A Version 1

ADDITIONAL SHEET

Sheet 4 of 10

LEVEL A
SCALE 1:250



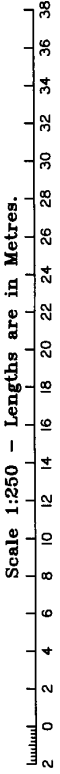
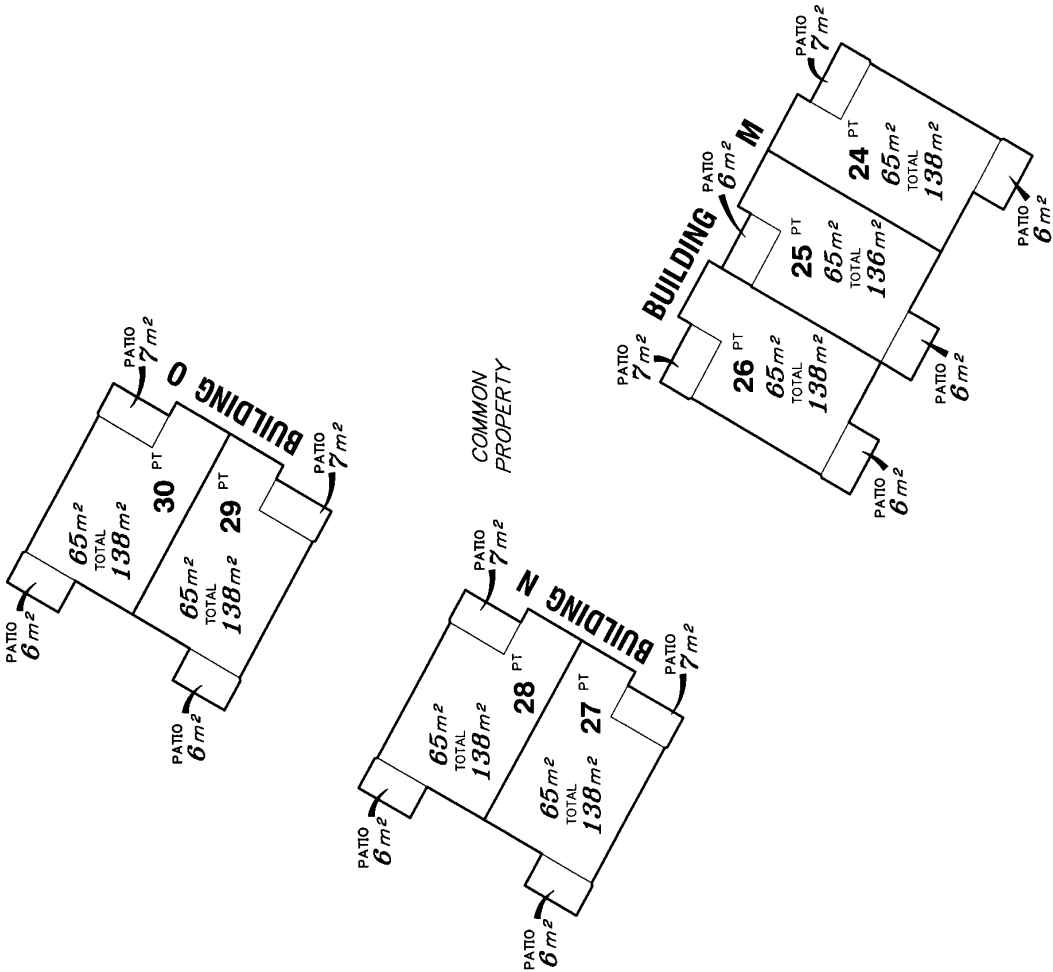
Scale 1:250 - Lengths are in Metres.

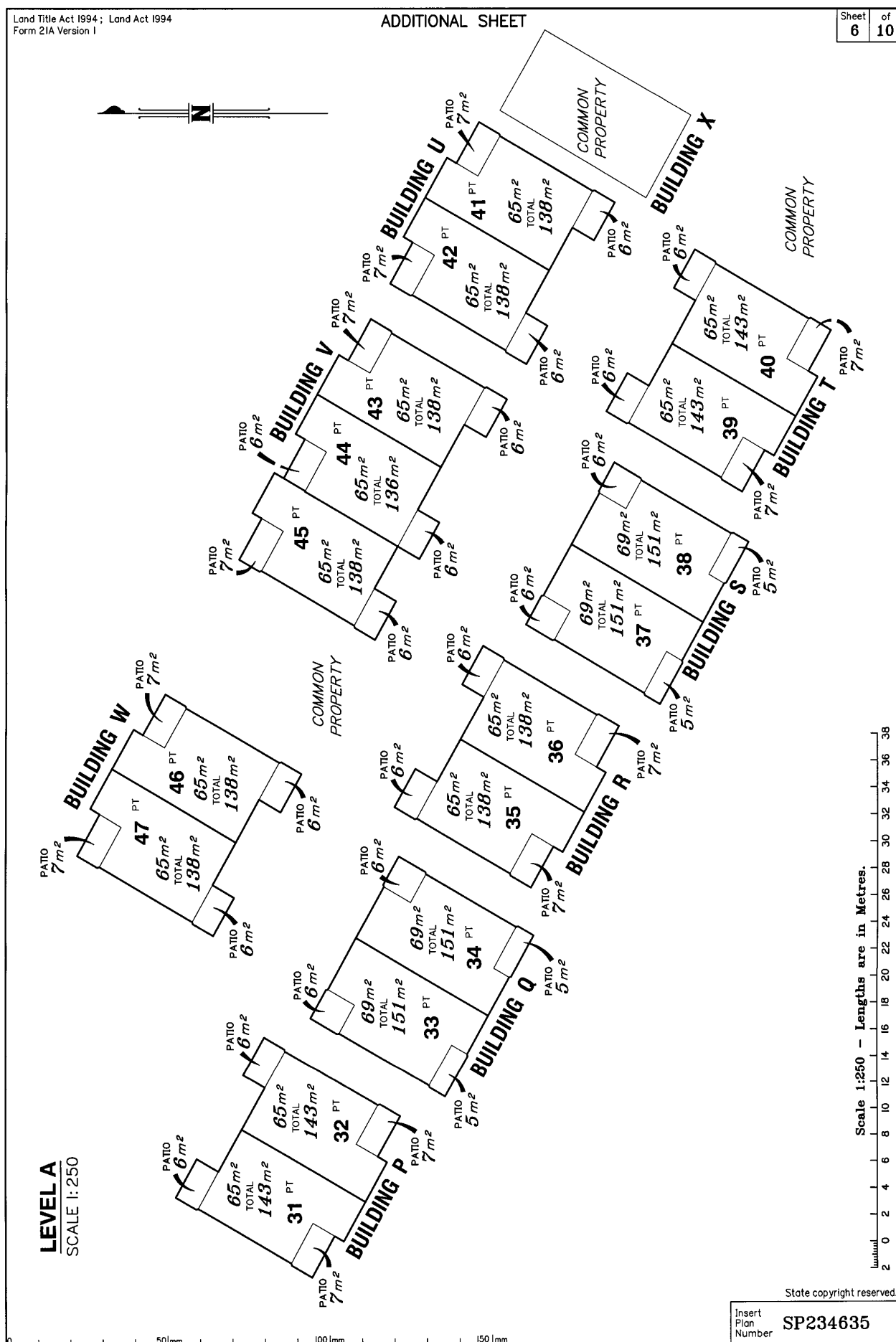
State copyright reserved.
Insert Plan Number SP234635

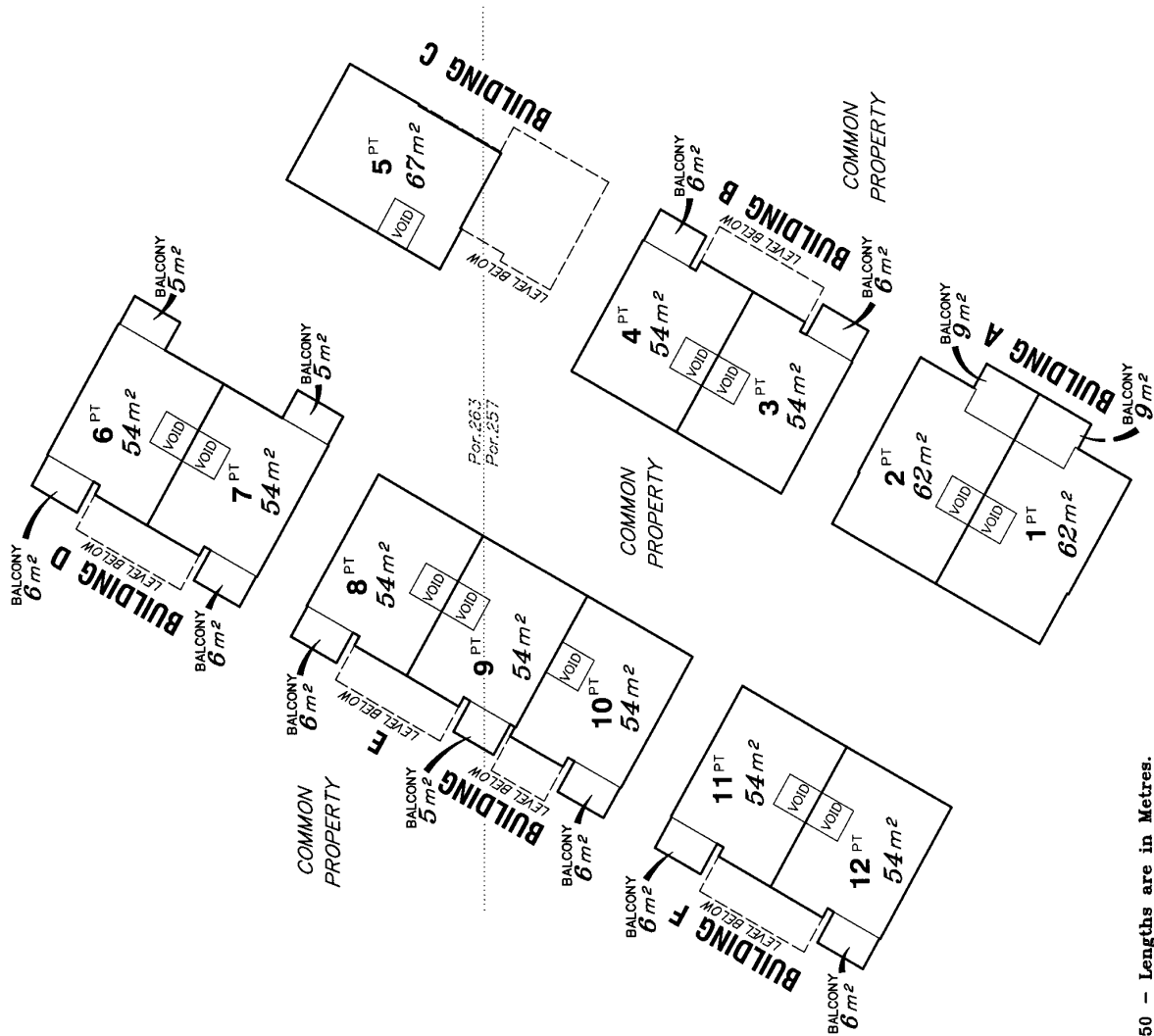
DS
WQ



LEVEL A
SCALE 1:250







LEVEL B
SCALE 1:250

Scale 1:250 - Lengths are in Metres.

State copyright reserved.

Insert Plan Number
SP234635

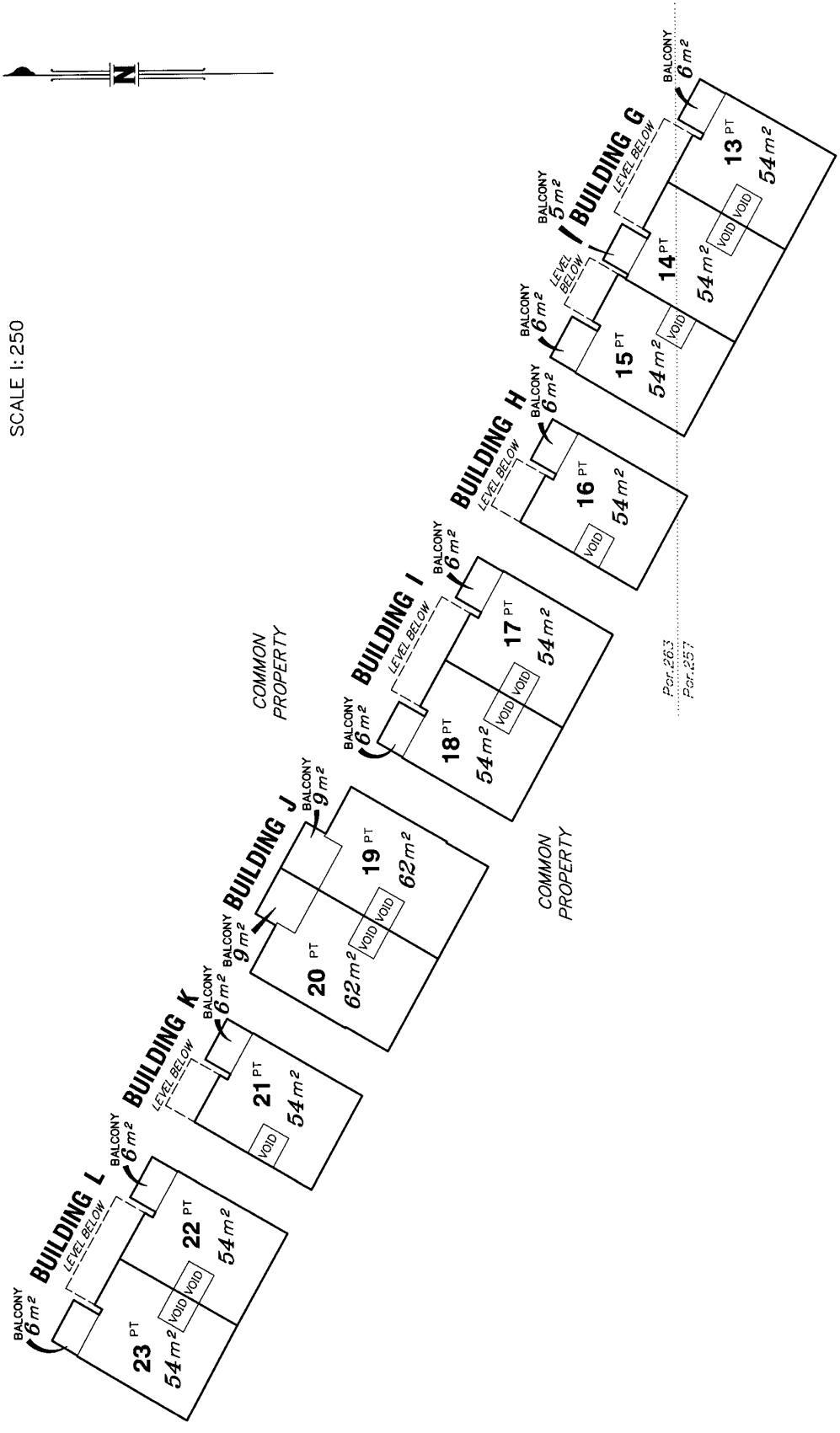
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Land Title Act 1994 ; Land Act 1994
Form 21A Version 1

ADDITIONAL SHEET

Sheet 8 of 10

LEVEL B
SCALE 1:250

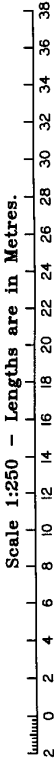
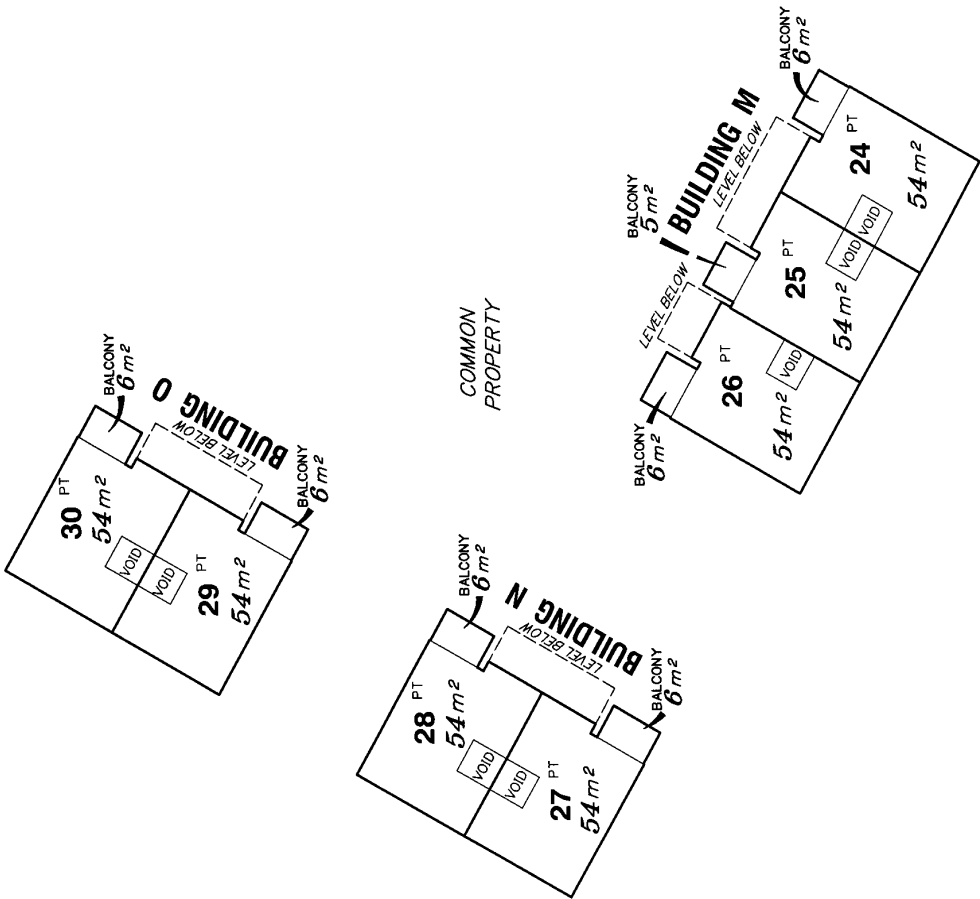


Scale 1:250 - Lengths are in Metres.

State copyright reserved.
Insert Plan Number SP234635



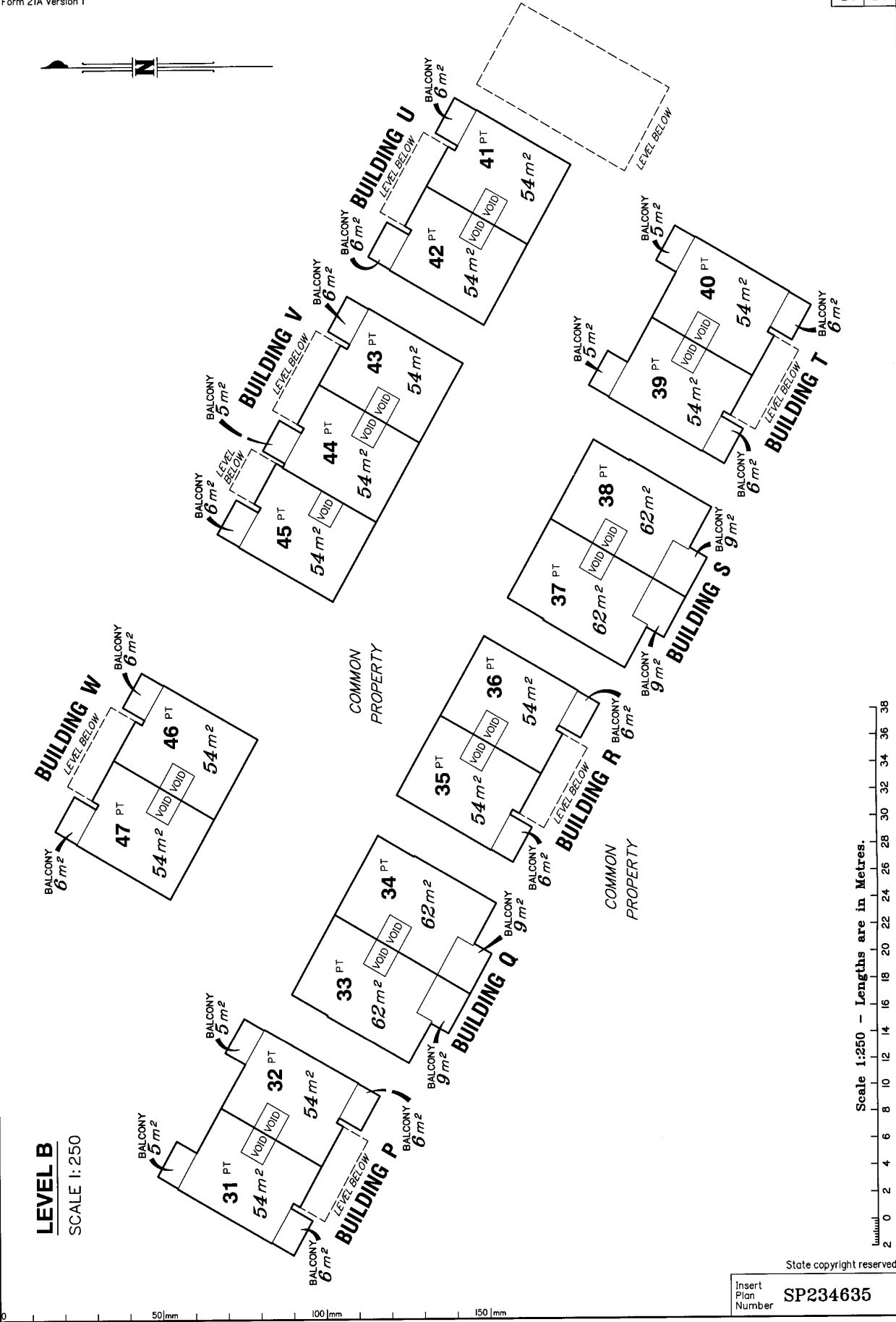
LEVEL B
SCALE 1:250



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

ADDITIONAL SHEET

Sheet 10 of 10



A pool safety certificate is required in Queensland when selling or leasing a property with a regulated pool.
This form is to be used for the purposes of sections 246AA and 246AK of the *Building Act 1975*.

1. Pool safety certificate number

Identification number:

PSC0256746

2. Location of the swimming pool

Property details are usually shown on the title documents and rates notices

Street address:

65 DEMEIO RD

MARSDEN QLD

Postcode

4

1

3

2

Lot and plan details:

9999/SP/234635

Local government area:

LOGAN CITY

3. Exemptions or alternative solutions for the swimming pool (if applicable)

If an exemption or alternative solution is applicable to the swimming pool please state this. This will help provide pool owners with a concise and practical explanation of the exemption or alternative solution. It will also help to ensure the ongoing use of the pool and any future modifications do not compromise compliance with the pool safety standard.

No disability exemption applies; No impracticality exemption applies

No alternative solution applies

4. Pool properties

Shared pool



Non-shared pool



Number of pools

1

5. Pool safety certificate validity

Effective date:

2

3

/

0

6

/

2

0

2

5

Expiry date:

2

3

/

0

6

/

2

0

2

6

6. Certification

I certify that I have inspected the swimming pool and I am reasonably satisfied that, under the *Building Act 1975*, the pool is a complying pool.

Name:

STEPHEN HENRY

Pool safety inspector
licence number:

PS101621

Signature:

Other important information that could help save a young child's life

It is the pool owner's responsibility to ensure that the pool (including the barriers for the pool) is properly maintained at all times to comply with the pool safety standard under the *Building Act 1975*. High penalties apply for non-compliance. Parents should also consider beginning swimming lessons for their young children from an early age. Please visit

<https://www.qbcc.qld.gov.au/your-property/swimming-pools/pool-safety-standard> for further information about swimming pool safety. This pool safety certificate does not certify that a building development approval has been given for the pool or the barriers for the pool. You can contact your local government to ensure this approval is in place.

Privacy statement

The Queensland Building and Construction Commission is collecting personal information as required under the *Building Act 1975*. This information may be stored by the QBCC, and will be used for administration, compliance, statistical research and evaluation of pool safety laws. Your personal information will be disclosed to other government agencies, local government authorities and third parties for purposes relating to administering and monitoring compliance with the Building Act 1975. Personal information will otherwise only be disclosed to third parties with your consent or unless authorised or required by law.

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

This is a public document and the information in this form will be made available to the public.

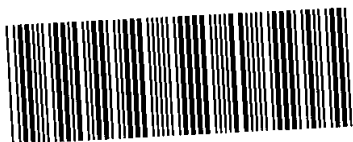
previously 721319091

WITHDRAWN AND RE-ENTERED 23/12/21

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

GENERAL REQUEST

Duty Imprint

FORM 14 Version 4
Page 1 of 1

721373678

\$197.00

\$197.00

23/12/2021 08:58

BE 470

1. Nature of request

REQUEST TO RECORD NEW COMMUNITY
MANAGEMENT STATEMENT FOR DEMEIO
GREENS COMMUNITY TITLES SCHEME 42612

Lodger (Name, address, E-mail & phone number)

PHILIP USHER CONSTRUCTIONS PTY LTD
PO BOX 1536, BROWNS PLAINS QLD 4118 060A
PH: 07 3800 1666
EMAIL: LEGAL@PHILIPUSHER.COM.AULodger
Code

2. Lot on Plan Description

COMMON PROPERTY OF DEMEIO GREENS
COMMUNITY TITLES SCHEME 42612

Title Reference

50848358

3. Registered Proprietor/State Lessee

BODY CORPORATE FOR DEMEIO GREENS COMMUNITY TITLES SCHEME 42612

4. Interest

NOT APPLICABLE

5. Applicant

PHILIP USHER CONSTRUCTIONS PTY LTD A.C.N. 011 008 101

6. Request

I hereby request that: the New CMS deposited herewith which amends Schedules A, B, C, D & E and Item 4 of the existing CMS be recorded as the CMS for Demeio Greens CTS 42612.

7. Execution by applicant

George Gordon Wallace
Solicitor

7 12 21

Execution Date

Applicant's or Solicitor's Signature

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

NEW COMMUNITY MANAGEMENT STATEMENT

THIS CMS MUST BE DEPOSITED WITH:

This statement incorporates and must include the following:

42612

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

- | | | | | | | | | | |
|--|--|-------------------------|-----------------|--|----------|-------------------------|-------------------|--------------------------|----------|
| <p>1. Name of community titles scheme
DEMEIO GREENS COMMUNITY TITLES SCHEME
42612</p> | <p>2. Regulation module
ACCOMMODATION MODULE</p> | | | | | | | | |
| <p>3. Name of body corporate
BODY CORPORATE FOR DEMEIO GREENS COMMUNITY TITLES SCHEME 42612</p> | | | | | | | | | |
| <p>4. Scheme land</p> <table border="0"> <tr> <td>Lot on Plan Description</td> <td>Title Reference</td> </tr> <tr> <td>COMMON PROPERTY OF
DEMEIO GREENS
COMMUNITY TITLES SCHEME 42612</td> <td>50848358</td> </tr> <tr> <td>LOTS 1 - 47 ON SP234635</td> <td>50848359-50848405</td> </tr> <tr> <td>LOTS 48 - 96 ON SP259306</td> <td>17388043</td> </tr> </table> | | Lot on Plan Description | Title Reference | COMMON PROPERTY OF
DEMEIO GREENS
COMMUNITY TITLES SCHEME 42612 | 50848358 | LOTS 1 - 47 ON SP234635 | 50848359-50848405 | LOTS 48 - 96 ON SP259306 | 17388043 |
| Lot on Plan Description | Title Reference | | | | | | | | |
| COMMON PROPERTY OF
DEMEIO GREENS
COMMUNITY TITLES SCHEME 42612 | 50848358 | | | | | | | | |
| LOTS 1 - 47 ON SP234635 | 50848359-50848405 | | | | | | | | |
| LOTS 48 - 96 ON SP259306 | 17388043 | | | | | | | | |
| <p>5. #Name and address of original owner
N/A</p> | <p>6. Reference to plan lodged with this statement
SP259306</p> | | | | | | | | |

first community management statement only

- 7. New CMS exemption to planning body community management statement notation (if applicable*)**
Insert exemption clause (if no exemption – insert 'N/A' or 'not applicable')
Not applicable pursuant to s. 60(6) of the Body Corporate and Community Management Act 1997 as amended.

*If there is no exemption or for a first community management statement (CMS), a Form 18C must be deposited with the Request to record the CMS.

8. Execution by original owner/Consent of body corporate



30/11/2021
Execution Date

Michael Deane
Michael Deane - Body Corporate Manager
*Execution

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

Privacy Statement

Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Department's website.



DEMEIO GREENS COMMUNITY TITLES SCHEME 42612

Page 2 of 31

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Applicable upon the re-subdivision of Lot 9 on RP85265 of the Demeio Greens Community Titles Scheme.

Lot No.	Contribution	Interest
1 on SP234635	10	106
2 on SP234635	10	106
3 on SP234635	10	94
4 on SP234635	10	94
5 on SP234635	10	154
6 on SP234635	10	94
7 on SP234635	10	94
8 on SP234635	10	94
9 on SP234635	10	94
10 on SP234635	10	94
11 on SP234635	10	94
12 on SP234635	10	94
13 on SP234635	10	94
14 on SP234635	10	94
15 on SP234635	10	94
16 on SP234635	10	94
17 on SP234635	10	94
18 on SP234635	10	94
19 on SP234635	10	106
20 on SP234635	10	106
21 on SP234635	10	94
22 on SP234635	10	94
23 on SP234635	10	94
24 on SP234635	10	94
25 on SP234635	10	94
26 on SP234635	10	94
27 on SP234635	10	94
28 on SP234635	10	94
29 on SP234635	10	94
30 on SP234635	10	94
31 on SP234635	10	94
32 on SP234635	10	94
33 on SP234635	10	106
34 on SP234635	10	106
35 on SP234635	10	94
36 on SP234635	10	94
37 on SP234635	10	106
38 on SP234635	10	106
39 on SP234635	10	94

DEMEIO GREENS COMMUNITY TITLES SCHEME 42612

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Lot No.	Contribution	Interest
40 on SP234635	10	94
41 on SP234635	10	94
42 on SP234635	10	94
43 on SP234635	10	94
44 on SP234635	10	94
45 on SP234635	10	94
46 on SP234635	10	94
47 on SP234635	10	94
48 on SP259306	10	94
49 on SP259306	10	94
50 on SP259306	10	94
51 on SP259306	10	94
52 on SP259306	10	94
53 on SP259306	10	94
54 on SP259306	10	94
55 on SP259306	10	94
56 on SP259306	10	94
57 on SP259306	10	94
58 on SP259306	10	94
59 on SP259306	10	94
60 on SP259306	10	94
61 on SP259306	10	94
62 on SP259306	10	94
63 on SP259306	10	94
64 on SP259306	10	94
65 on SP259306	10	94
66 on SP259306	10	94
67 on SP259306	10	94
68 on SP259306	10	94
69 on SP259306	10	94
70 on SP259306	10	94
71 on SP259306	10	94
72 on SP259306	10	94
73 on SP259306	10	94
74 on SP259306	10	94
75 on SP259306	10	94
76 on SP259306	10	94
77 on SP259306	10	94
78 on SP259306	10	84
79 on SP259306	10	84
80 on SP259306	10	84
81 on SP259306	10	84

DEMEIO GREENS COMMUNITY TITLES SCHEME 42612

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Lot No.	Contribution	Interest
82 on SP259306	10	84
83 on SP259306	10	84
84 on SP259306	10	94
85 on SP259306	10	94
86 on SP259306	10	94
87 on SP259306	10	94
88 on SP259306	10	84
89 on SP259306	10	84
90 on SP259306	10	94
91 on SP259306	10	94
92 on SP259306	10	94
93 on SP259306	10	94
94 on SP259306	10	94
95 on SP259306	10	94
96 on SP259306	10	94
Totals	960	9100

Explanation of Contribution Schedule Lot Entitlements

The contribution lot entitlements for the scheme are equal based on the principle of equality pursuant to section 46 (7) and section 46A (1) of the Body Corporate and Community Management Act 1997 as amended.

Explanation of Interest Schedule Lot Entitlements

The interest schedule lot entitlements reflect the respective market value of the lots and the market value of the lots has been principally determined by reference to the respective Gross Floor areas (G.F.A.) of the respective lots.

These principals shall apply similarly in the event of any further development of the scheme land.

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
-------------------	--

Section 66(F) and (G) of the Body Corporate and Community Title Act 1997 are not applicable.

DEMEIO GREENS COMMUNITY TITLES SCHEME 42612

Page 5 of 31

SCHEDULE C BY-LAWS**1. Compliance by Tenants**

- 1.1. The duties and obligations imposed by these By-Laws on an owner of a lot shall be observed not only by the owner but by the owner's tenants, guests, servants, employees, agents, children, invitees and licensees.

2. Compliance by Owners

- 2.1. The owner of a lot shall not use or occupy a lot for any purpose other than for residential purposes only and not for any trade or business save for that lot being Lot No. 5 which is currently used or occupied by a service contractor or letting agent for the Scheme and which service contractor or letting agent may use or occupy their respective lot to conduct the business and duties of a service contractor and letting agent as provided in the terms of agreement entered into in writing with the Body Corporate.

3. Noise

- 3.1. The owner of a lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another lot or the common property.

4. Vehicles

- 4.1. The owner of a lot must not, without the Body Corporate's written approval:
- (a) park a vehicle, or allow a vehicle to stand on the common property; or
 - (b) permit an invitee to park a vehicle or allow a vehicle to stand on the common property other than in the designated visitor car park, which must remain available at all times for the sole use of visitors vehicles;
- 4.2. An approval under subsection (1) must state the period for which it is given, with the exception of designated visitor parking.
- 4.3. However, the Body Corporate may cancel the approval by giving 7 days written notice to the occupier, with the exception of designated visitor parking.
- 4.4. Visitors' vehicles can only be parked in the visitor car park for a maximum period of six hours per day.
- 4.5. The Body Corporate may, at its discretion, have any vehicle that is parked in a manner that is inconsistent with these by-laws, removed from the common property at the vehicle owner's expense. Vehicles will only be towed by an authorised contractor in compliance with the Tow Truck Act 1973.
- 4.6. Vehicles which are unregistered, unroadworthy or with visible parts missing, are not allowed on common property.
- 4.7. Large or commercial trucks, caravans, boats or trailers are not allowed on common property, except for purposes of delivery and removal from a lot.

5. Obstruction

- 5.1. The owner of a lot must not obstruct the lawful use of the common property by someone else.

6. Damage to Lawns etc.

- 6.1. The owner of a lot must not, without the Body Corporate's written approval:
- (a) damage a lawn, garden, tree, shrub, plant or flower on the common property; or
 - (b) use a part of the common property as a garden.
- 6.2. An approval under subsection (1) must state the period for which it is given.
- 6.3. However, the Body Corporate may cancel the approval by giving 7 days' written notice to the owner.

7. Damage to Common Property

- 7.1. An owner of a lot must not, without the Body Corporate's written approval, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property.

DEMEIO GREENS COMMUNITY TITLES SCHEME 42612

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- 7.2. However, an owner may install a locking or safety device to protect the lot against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with the colour, style and materials of the building.

- 7.3. The owner of a lot must keep a device installed under subsection (2) in good order and repair.

8. Behaviour of Invitees

- 8.1. An owner of a lot must take reasonable steps to ensure that the owner's invitees do not behave in a way likely to interfere with the peaceful enjoyment of another lot or the common property.

9. Leaving of Rubbish etc. on the Common Property

- 9.1. The owner of a lot must not leave rubbish or other materials on the common property in a way or place likely to interfere with the enjoyment of the common property by someone else.

10. Appearance of Lot

- 10.1. The owner of a lot must not, without the Body Corporate's written approval, make a change to the external appearance of the lot unless the change is minor and does not detract from the amenity of the lot and its surrounds.
- 10.2. The owner of a lot must not, without the Body Corporate's written approval:
- (a) hang washing, bedding or another cloth article if the article is visible from another lot or the common property or from outside the scheme land; or
 - (b) display a sign advertisement, placard banner, pamphlet or similar article if the article is visible from another lot or the common property or from outside the scheme land. However, the service contractor and letting agent may display signs for letting purposes.
- 10.3. This section does not apply to a lot created under a standard format plan of subdivision.
- 10.4. Externally mounted air-conditioning or mechanical plant installations are to be in accordance with the following requirements:-
- (a) No unscreened installations on the proposed development are to be visible from the surrounding sites; and
 - (b) Any installations which are required to be located on roof, wall or garden areas are to be appropriately screened or shaped according to the acoustic requirements of this development package and so as to integrate in a complementary manner with the overall design of the roof, wall or garden area in which the installation is to be located.

11. Storage of Flammable Materials

- 11.1. The owner of a lot must not, without the Body Corporate's written approval, store a flammable substance on the common property.
- 11.2. The owner of a lot must not, without the Body Corporate's written approval, store a flammable substance on the lot unless the substance is used or intended for use for domestic purposes.
- 11.3. However, this section does not apply to the storage of fuel in:
- (a) the fuel tank of a vehicle, boat or internal combustion engine; or
 - (b) a tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.

12. Disposal of Rubbish

- 12.1. An owner of a lot shall not deposit or throw upon the common property any rubbish, dirt, dust, paper, cigarette butts or other material likely to interfere with the peaceful enjoyment of the owner of another lot or of any person lawfully using the common property. An owner of a lot shall:
- (a) Maintain within his lot, in the garage or rear courtyard, the garbage receptacle provided under the local authority by-laws and ordinances which shall be placed in the street or collection area

DEMEIO GREENS COMMUNITY TITLES SCHEME 42612

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by the owner on collection days. The receptacle shall be returned to the lot in a clean and hygienic condition on the same day by the owner.

- (b) Refuse and recyclable bins are to be located within the individual garages and nominated refuse points and not within a single area on the frontage of the site
- (c) Ensure that the health, hygiene and comfort of the owner of any other lot is not adversely affected by the disposal of garbage.
- (d) Maintain and repair the garbage receptacle to ensure it is kept in a serviceable condition.

12.2. Body corporate is to maintain any refuse collection areas within the site.

13. Keeping of Animals

13.1. The owner of a lot must not, without the Body Corporate's written approval:

- (a) bring or keep an animal on the lot or the common property; or
- (b) permit an invitee to bring or keep an animal on the lot or the common property.

13.2. The owner must obtain the Body Corporate's written approval before bringing, or permitting an invitee to bring, an animal on to the lot or the common property.

14. Display Unit

14.1. The original proprietor may until all lots in the Community Titles Scheme have been sold open and maintain a display unit within the buildings and erect on the common property such signs and display notices as it considers appropriate to assist in the marketing of the lots.

15. Swimming Pool

15.1. The swimming pool shall not be used between the hours of 7.00pm and 8.00am each day except with the consent in writing of the committee or the manager. The following rules shall apply to the swimming pool and swimming pool enclosure:

- (a) No running around the swimming pool, no diving or dive bombing into the swimming pool;
- (b) Children 12 years or under must be accompanied by a responsible adult 18 years of age or older;
- (c) Glass containers shall not be permitted in or about the swimming pool and enclosure;
- (d) No unnecessary noise;
- (e) Pets and animals are not permitted into the swimming pool or enclosure;
- (f) Alcoholic beverages shall not be consumed in the swimming pool or pool enclosure;
- (g) No splashing or behaving in any manner likely to interfere with the use and enjoyment of the pool by other persons;
- (h) No objects are permitted that may cause an inconvenience or nuisance to other persons using the pool;
- (i) Visitors must be accompanied by a resident at all times.

15.2. The communal 'pool' and amenities' are not to be included in any exclusive use area.

16. By-Laws to be exhibited

16.1. A copy of these By-Laws (or a precis thereof approved by the Committee) shall be exhibited in a prominent place in any lot made available for letting.

17. Complaints or Applications

17.1. All complaints or applications to the Body Corporate or its Committee shall be addressed in writing to the Secretary or to the Body Corporate Manager of the Body Corporate.

18. Pay Television

DEMEIO GREENS COMMUNITY TITLES SCHEME 42612

Page 8 of 31

- 18.1. The owner may allow a person approved by the Body Corporate to install all cabling, wiring, ducting, conduits, amplifiers and any other necessary equipment to the unit parcel to enable unit owner to connect to cable and or satellite television. The Body Corporate is authorised to enter into agreements about the subject matter of this By-Law. The scale and size of satellite dishes is subject to the written approval of the Body Corporate.

19. Recovery of Money Spent

- 19.1. Where the Body Corporate expends money to make good damage or expends money to commence and engage in legal proceedings caused by a breach of the Act or of these By-Laws by any owner or the tenants, guests, servants, employees, agents, children, invitees or licensees of the owner or any of them, the Committee shall be entitled to recover the amount so expended as a debt in an action in any Court of competent jurisdiction from the owner of the lot at the time when the breach occurred.

20. Ground Maintenance

- 20.1. The Body Corporate is appointed agent of the owners to effect the mowing and edging of all lawns on the parcel and gardens on common property, excluding mowing, weeding, watering and fertilising lawns and gardens in the private lots. Owners must ensure that gardens and lawns in private lots are maintained to a standard equivalent to those on the common property and that lawns are regularly mowed, weeded, watered and fertilised at their own expense.
- 20.2. Should an owner fail to properly maintain his lot, the Body Corporate is empowered to have the necessary maintenance carried out and the costs involved shall be due and payable by the owner of the lot within fourteen (14) days from the date the maintenance is carried out.

21. Use of Entertainment Area

- 21.1. All owners may use the facilities constructed on the Common Property subject to the following rules which shall, where appropriate, apply to all guests or invitees of the owners:
- (a) No use shall be made of the entertainment area which involves damage, inconvenience or nuisance to any owner or invitee nor which causes damage to the surface, fixtures or fittings of the entertainment areas and after use the entertainment area shall be left clean and tidy.
 - (b) The entertainment area shall not be used by a guest or invitee unless accompanied by the host owner.
 - (c) That no use is made of the entertainment area between the hours of 9.00pm and 8.00am.
- 21.2. The Committee of the Body Corporate may make rules with respect to the use of the entertainment area that are not inconsistent with these By-Laws.

22. Vehicles/Roadways

- 22.1. Speed limit on internal roadways is 5kph (walking pace). All public road rules apply.
- 22.2. Vehicles must not be parked on internal roadways at any time. Guests must park in the designated visitor parking spaces.
- 22.3. Garage driveways must be kept clean of oil and grease.
- 22.4. Driveways are not to be used to undertake mechanical repairs to vehicles.
- 22.5. A minimum of 40 unallocated car spaces are to be available for visitors to the site that are not included within any "exclusive use" area on the site.
- 22.6. Visitor car bays are not to be fitted with a roller door, gate or similar device preventing access to visitor car bays.
- 22.7. Directional visitors parking signage is to be maintained at the vehicle entrance to the site adjacent to or clearly visible from the vehicle entrance of the site.

23. Children Playing on Common Property

DEMEIO GREENS COMMUNITY TITLES SCHEME 42612

Page 9 of 31

- 23.1. An owner of a lot shall be personally responsible for the conduct of their children and other invited children at all times while on the common property. This responsibility shall include ensuring that said children:
- (a) Do not play on the common roadways and visitor parking areas without the personal supervision of the owner;
 - (b) Do not ride skateboards, skates, go-carts, bicycles or other similar apparatus at any time;
 - (c) Do not play in any common areas after dark.

24. Gates

- 24.1. No gates shall be installed to the vehicular entrance to the common property at any time.

25. Balconies and Terraces

- 25.1. All balconies and terraces shown on the approved drawings and documents, are to remain unenclosed with no shutters, glazing, louvres or similar permanent fixtures other than those clearly depicted on the approved drawings.

26. Gymnasium

- 26.1. The gymnasium (gym) is for the use of owners only and is not to be used by non-residents. An owner may use the gym by firstly obtaining a key and paying the requisite deposit of \$20.00 (if requested) from the buildings manager. The gym may be used between the hours of 6.00am and 9.00pm daily. The owner will ensure that no person under the age of 18 years unless supervised by an owner at all times may use the gym and the owner will not release the key to any other person or admit any person to the gym during the owner's use of the gym. The owner will ensure the gym is left locked immediately after use. Each owner recognises and acknowledges that the gym is not supervised and accordingly will use the gym and its facilities at the sole risk of the owner.
- 26.2. Gym facilities are for the use of owners and authorised tenants only. Guests are not permitted to use the gym.
- 26.3. Enclosed footwear but be worn at all times per persons using the gym facilities. Shirts are to be worn by persons using the gym facilities. No singlets or bare tops. For hygiene purposes and to preserve the life of gym equipment a clean dry towel must be used on gym equipment and mats.
- 26.4. No food or drink (except water) is to be consumed in the gym.
- 26.5. Entry to the gym from pool area is not permitted unless person is completely dry and free from chlorine.
- 26.6. Equipment is to be replaced back on racks, if applicable after use.
- 26.7. Lights and fans to be turned off and gym locked after use.

27. Exclusive Use

- 27.1. The owners of the lots identified in Schedule E are entitled to exclusive use of the areas allocated and for the purposes described therein and the owners shall be responsible at their own expense for the proper care, upkeep, repair and maintenance of the respective exclusive use areas.

DEMEIO GREENS COMMUNITY TITLES SCHEME 42612

Page 10 of 31

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

A services location plan marked "A" is attached hereto identifying the lots and common property affected by public utility statutory easements including easements for water, sewerage, communications, underground electricity, stormwater and drainage as set out in the table format hereunder.

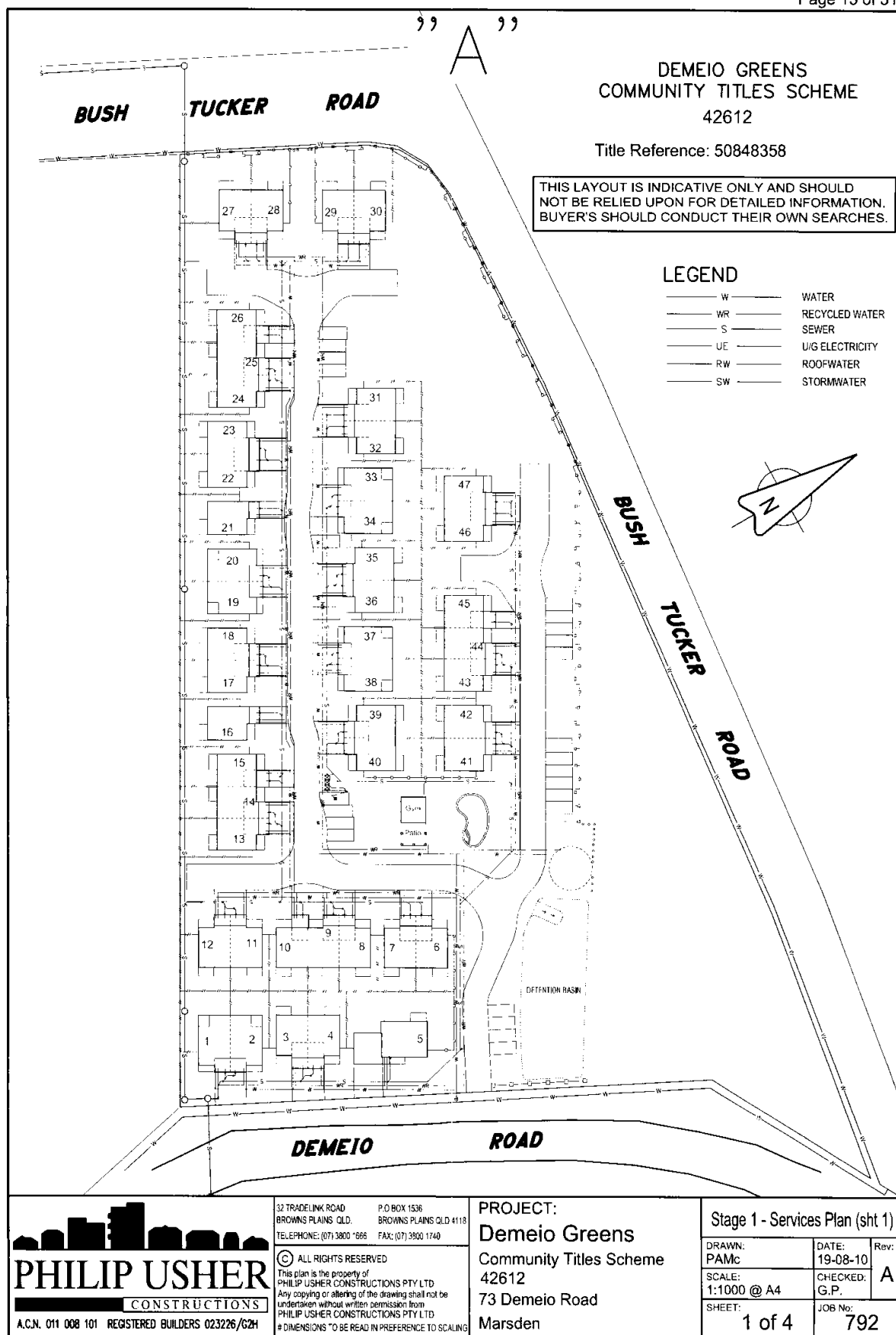
* Letters "u/g" denotes underground.

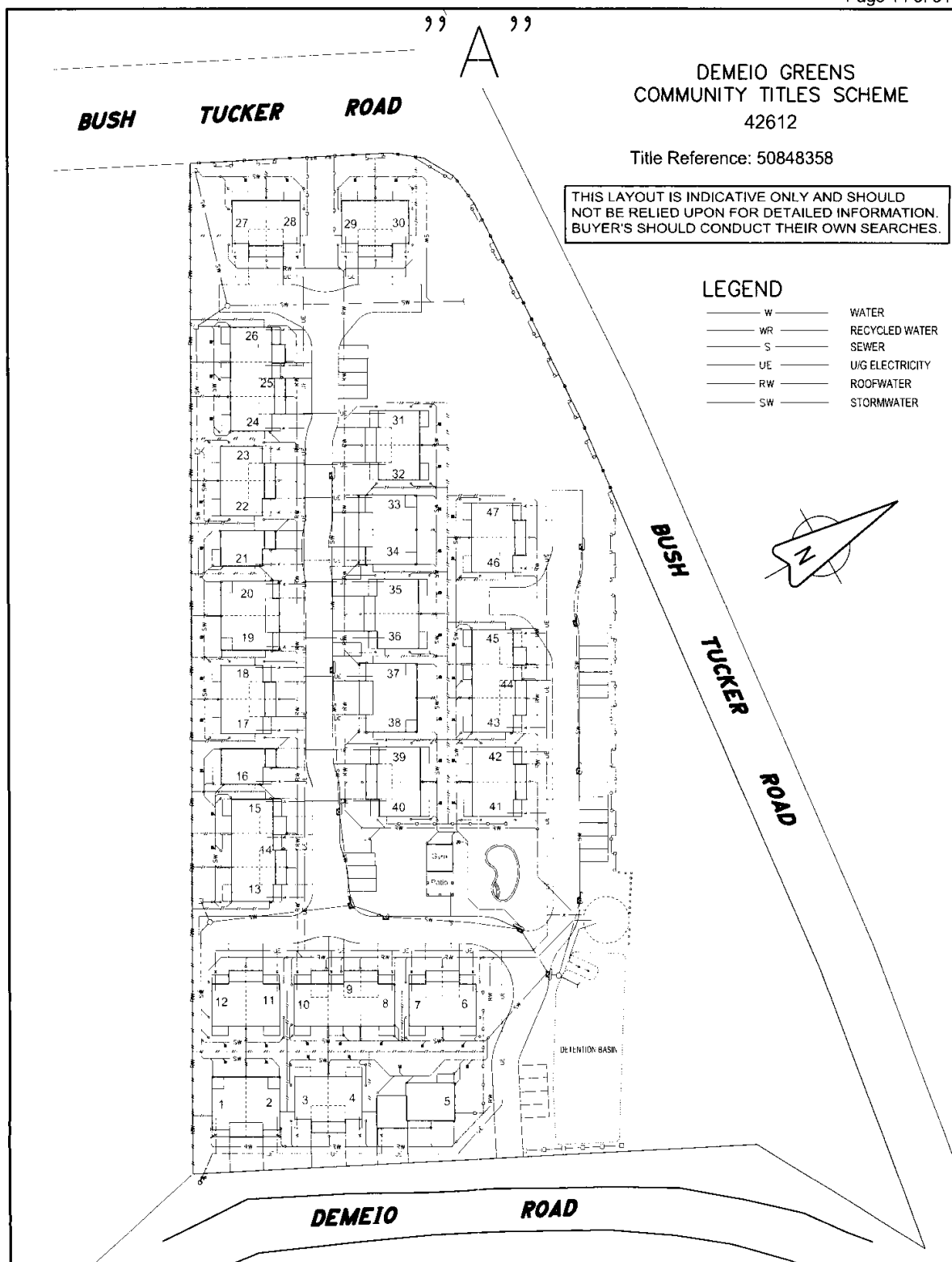
Lot Numbers	Statutory Easements
Common Property on SP234635	Water, sewer, u/g electricity, communications, stormwater, projection
Common Property on SP259306	Water, sewer, u/g electricity, communications, stormwater, projection
Lot 1 on SP234635	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 2 on SP234635	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 3 on SP234635	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 4 on SP234635	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 5 on SP234635	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 6 on SP234635	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 7 on SP234635	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 8 on SP234635	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 9 on SP234635	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 10 on SP234635	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 11 on SP234635	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 12 on SP234635	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 13 on SP234635	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 14 on SP234635	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 15 on SP234635	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 16 on SP234635	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 17 on SP234635	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 18 on SP234635	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 19 on SP234635	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 20 on SP234635	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 21 on SP234635	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 22 on SP234635	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 23 on SP234635	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 24 on SP234635	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 25 on SP234635	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 26 on SP234635	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 27 on SP234635	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 28 on SP234635	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 29 on SP234635	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 30 on SP234635	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 31 on SP234635	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 32 on SP234635	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 33 on SP234635	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 34 on SP234635	Support, water, sewer, u/g electricity, communications, stormwater, projection

DEMEIO GREENS COMMUNITY TITLES SCHEME 42612

Page 12 of 31

Lot Numbers	Statutory Easements
Lot 77 on SP259306	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 78 on SP259306	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 79 on SP259306	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 80 on SP259306	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 81 on SP259306	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 82 on SP259306	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 83 on SP259306	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 84 on SP259306	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 85 on SP259306	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 86 on SP259306	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 87 on SP259306	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 88 on SP259306	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 89 on SP259306	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 90 on SP259306	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 91 on SP259306	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 92 on SP259306	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 93 on SP259306	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 94 on SP259306	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 95 on SP259306	Support, water, sewer, u/g electricity, communications, stormwater, projection
Lot 96 on SP259306	Support, water, sewer, u/g electricity, communications, stormwater, projection





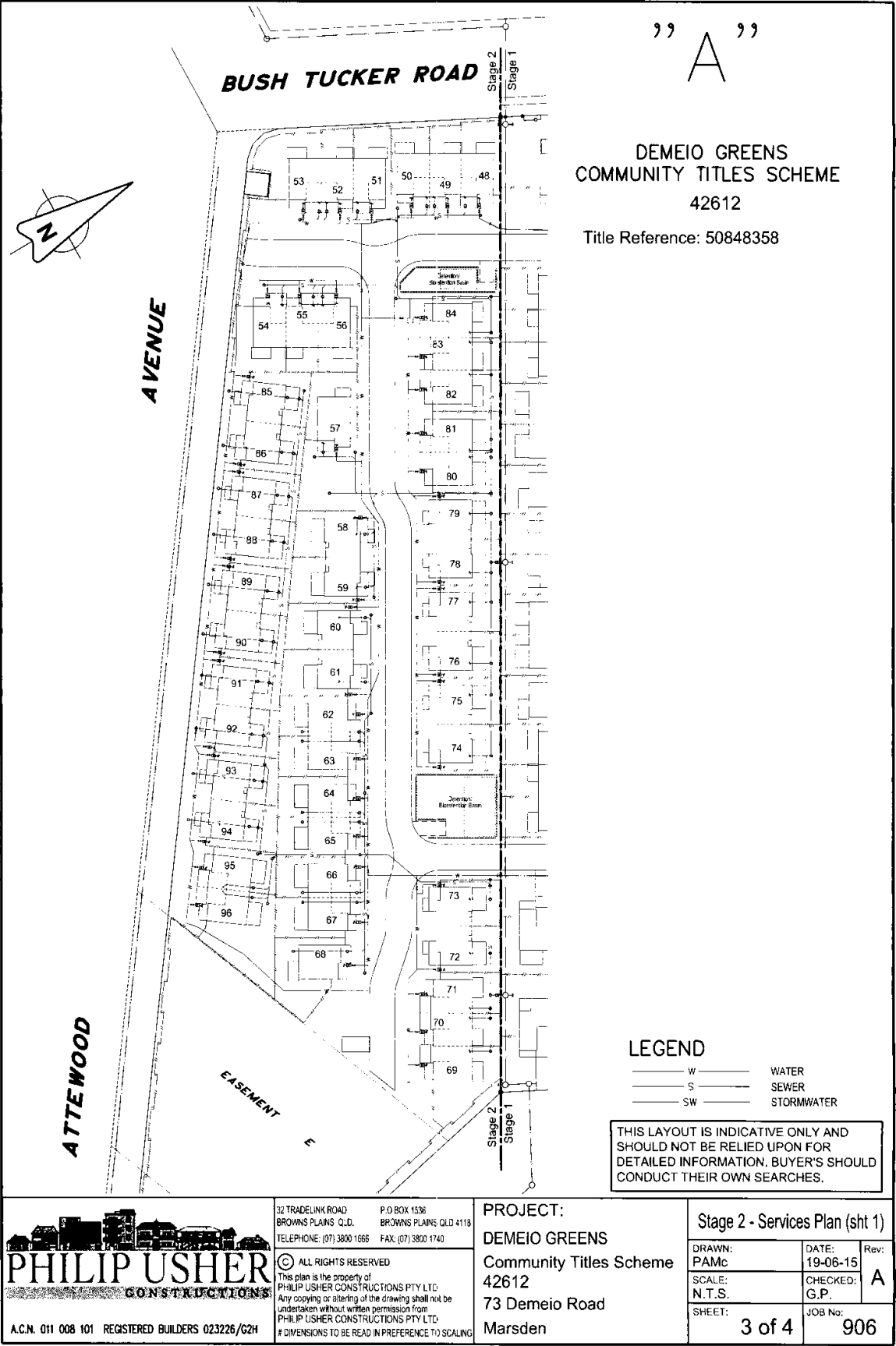
PHILIP USHER
CONSTRUCTIONS
A.C.N. 011 008 101 REGISTERED BUILDERS 023226/GZH

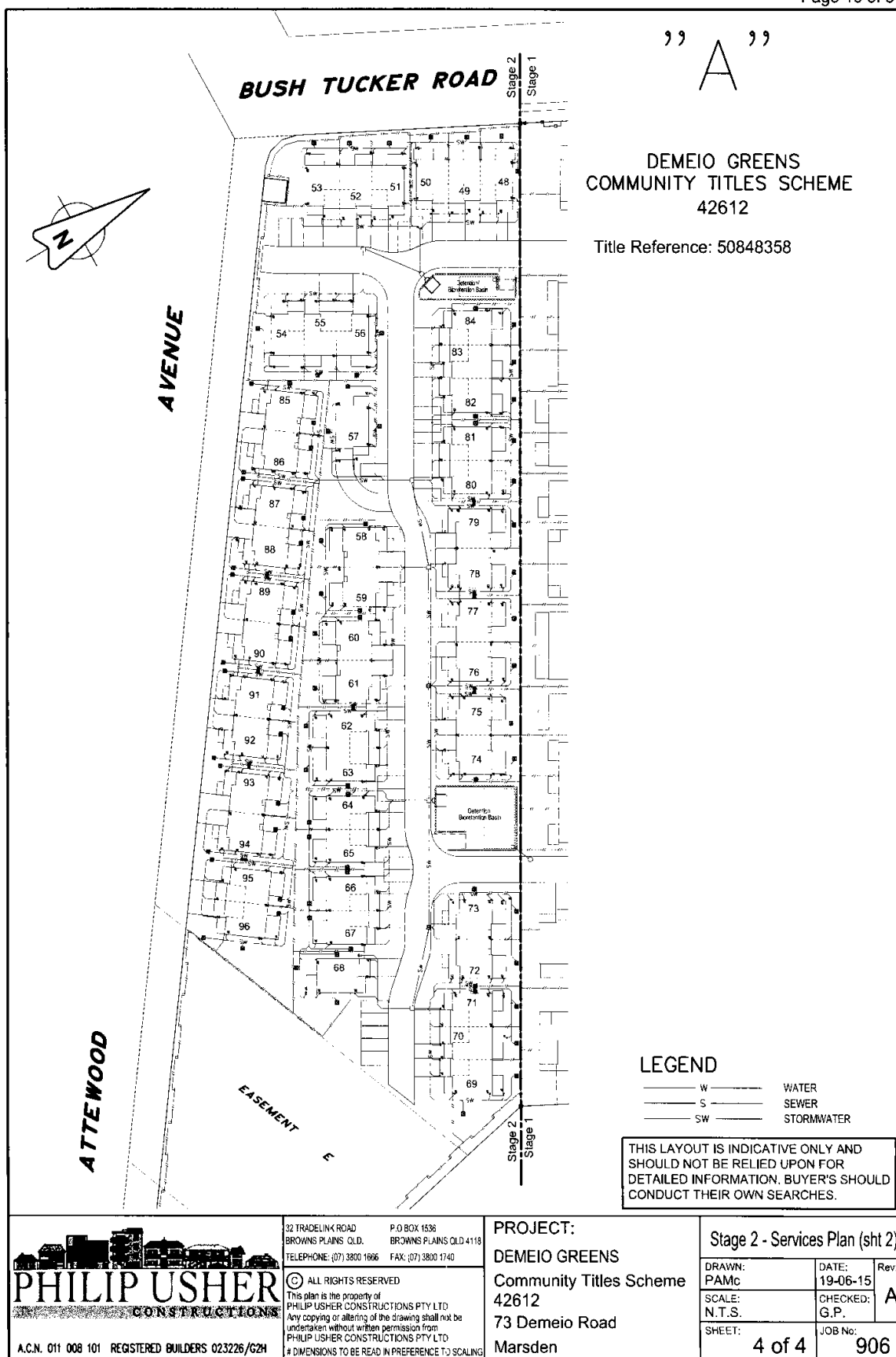
32 TRADELINK ROAD, P.O. BOX 1536
BROWNS PLAINS QLD. BROWNS PLAINS QLD 4118
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DIMENSIONS TO BE READ IN PREFERENCE TO SCALING

PROJECT:
Demeio Greens
Community Titles Scheme
42612
73 Demeio Road
Marsden

Stage 1 - Services Plan (sht 2)

DRAWN: PAMc	DATE: 19-08-10	Rev: A
SCALE: 1:1000 @ A4	CHECKED: G.P.	
SHEET: 2 of 4	JOB No: 792	





DEMEIO GREENS COMMUNITY TITLES SCHEME 42612

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

Lot on Plan	Exclusive Use Area	Purpose
Lot 1 on SP234635	Area 1A on sheet 1 & 2 of C1387_02_C	Private Yard
Lot 2 on SP234635	Area 2A on sheet 1 & 2 of C1387_02_C	Private Yard
Lot 3 on SP234635	Area 3A on sheet 1 & 2 of C1387_02_C	Private Yard
Lot 4 on SP234635	Area 4A on sheet 1 & 2 of C1387_02_C	Private Yard
Lot 5 on SP234635	Area 5A on sheet 1 & 2 of C1387_02_C	Private Yard
Lot 6 on SP234635	Area 6A on sheet 1 & 2 of C1387_02_C	Private Yard
Lot 7 on SP234635	Area 7A on sheet 1 & 2 of C1387_02_C	Private Yard
Lot 8 on SP234635	Area 8A on sheet 1 & 2 of C1387_02_C	Private Yard
Lot 9 on SP234635	Area 9A on sheet 1 & 2 of C1387_02_C	Private Yard
Lot 10 on SP234635	Area 10A on sheet 1 & 2 of C1387_02_C	Private Yard
Lot 11 on SP234635	Area 11A on sheet 1 & 2 of C1387_02_C	Private Yard
Lot 12 on SP234635	Area 12A on sheet 1 & 2 of C1387_02_C	Private Yard
Lot 13 on SP234635	Area 13A on sheet 1 & 3 of C1387_02_C	Private Yard
Lot 14 on SP234635	Area 14A on sheet 1 & 3 of C1387_02_C	Private Yard
Lot 15 on SP234635	Area 15A on sheet 1 & 3 of C1387_02_C	Private Yard
Lot 16 on SP234635	Area 16A on sheet 1 & 3 of C1387_02_C	Private Yard
Lot 17 on SP234635	Area 17A on sheet 1 & 3 of C1387_02_C	Private Yard
Lot 18 on SP234635	Area 18A on sheet 1 & 3 of C1387_02_C	Private Yard
Lot 19 on SP234635	Area 19A on sheet 1 & 3 of C1387_02_C	Private Yard
Lot 20 on SP234635	Area 20A on sheet 1 & 3 of C1387_02_C	Private Yard
Lot 21 on SP234635	Area 21A on sheet 1 & 4 of C1387_02_C	Private Yard
Lot 22 on SP234635	Area 22A on sheet 1 & 4 of C1387_02_C	Private Yard
Lot 23 on SP234635	Area 23A on sheet 1 & 4 of C1387_02_C	Private Yard
Lot 24 on SP234635	Area 24A on sheet 1 & 4 of C1387_02_C	Private Yard
Lot 25 on SP234635	Area 25A on sheet 1 & 4 of C1387_02_C	Private Yard
Lot 26 on SP234635	Area 26A on sheet 1 & 4 of C1387_02_C	Private Yard
Lot 27 on SP234635	Area 27A on sheet 1 & 5 of C1387_02_C	Private Yard
Lot 28 on SP234635	Area 28A on sheet 1 & 5 of C1387_02_C	Private Yard
Lot 29 on SP234635	Area 29A on sheet 1 & 5 of C1387_02_C	Private Yard
Lot 30 on SP234635	Area 30A on sheet 1 & 5 of C1387_02_C	Private Yard
Lot 31 on SP234635	Area 31A on sheet 1 & 6 of C1387_02_C	Private Yard
Lot 32 on SP234635	Area 32A on sheet 1 & 6 of C1387_02_C	Private Yard
Lot 33 on SP234635	Area 33A on sheet 1 & 6 of C1387_02_C	Private Yard
Lot 34 on SP234635	Area 34A on sheet 1 & 6 of C1387_02_C	Private Yard
Lot 35 on SP234635	Area 35A on sheet 1 & 6 of C1387_02_C	Private Yard
Lot 36 on SP234635	Area 36A on sheet 1 & 6 of C1387_02_C	Private Yard
Lot 37 on SP234635	Area 37A on sheet 1 & 7 of C1387_02_C	Private Yard
Lot 38 on SP234635	Area 38A on sheet 1 & 7 of C1387_02_C	Private Yard
Lot 39 on SP234635	Area 39A on sheet 1 & 7 of C1387_02_C	Private Yard
Lot 40 on SP234635	Area 40A on sheet 1 & 7 of C1387_02_C	Private Yard
Lot 41 on SP234635	Area 41A on sheet 1 & 7 of C1387_02_C	Private Yard

DEMEIO GREENS COMMUNITY TITLES SCHEME 42612

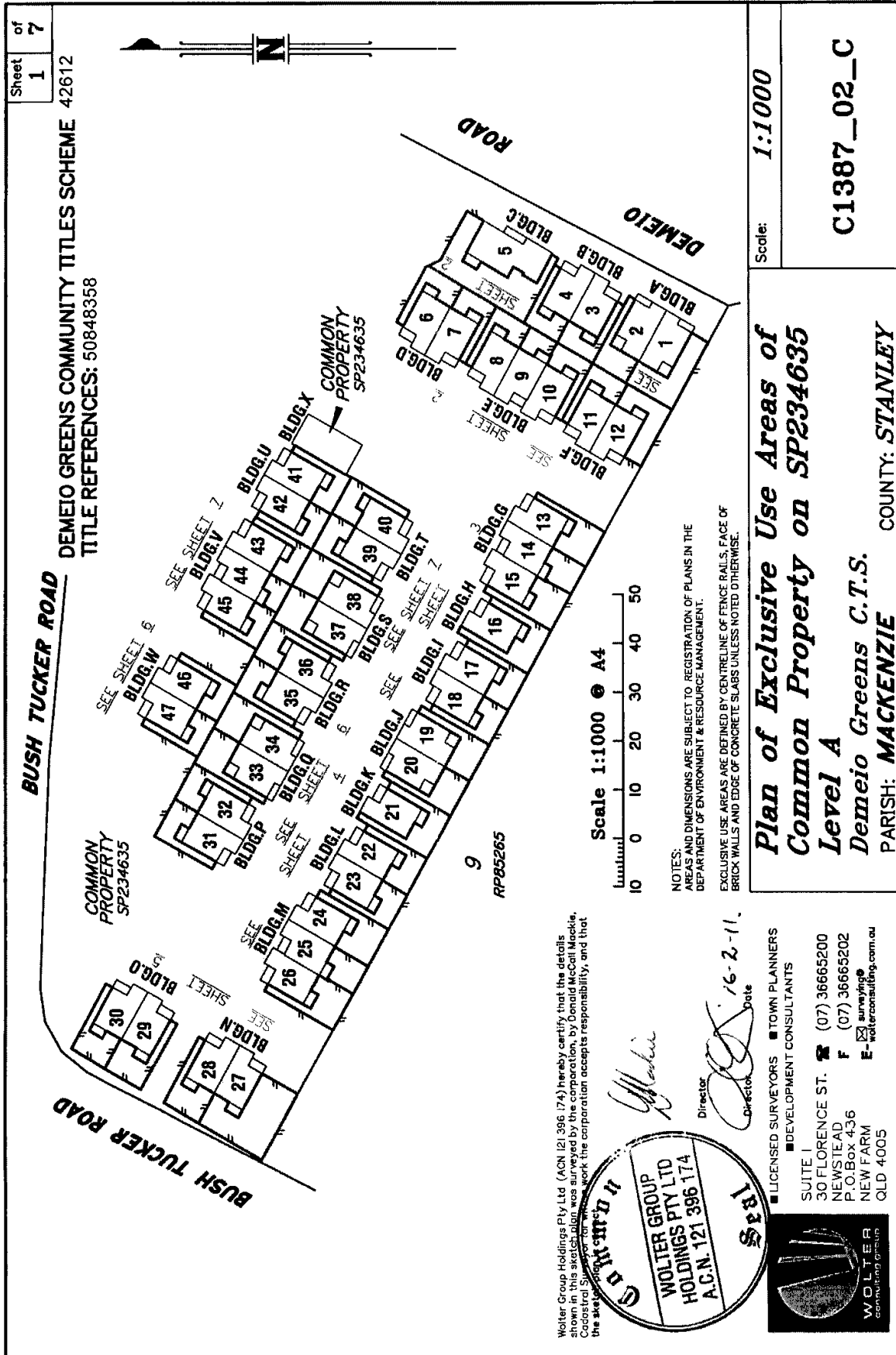
Page 18 of 31

Lot on Plan	Exclusive Use Area	Purpose
Lot 42 on SP234635	Area 42A on sheet 1 & 7 of C1387_02_C	Private Yard
Lot 43 on SP234635	Area 43A on sheet 1 & 7 of C1387_02_C	Private Yard
Lot 44 on SP234635	Area 44A on sheet 1 & 7 of C1387_02_C	Private Yard
Lot 45 on SP234635	Area 45A on sheet 1 & 7 of C1387_02_C	Private Yard
Lot 46 on SP234635	Area 46A on sheet 1 & 6 of C1387_02_C	Private Yard
Lot 47 on SP234635	Area 47A on sheet 1 & 6 of C1387_02_C	Private Yard
Lot 48 on SP259306	Area 48A on sheet 1 & 2 of SB2367-02-A	Private Yard
Lot 49 on SP259306	Area 49A on sheet 1 & 2 of SB2367-02-A	Private Yard
Lot 50 on SP259306	Area 50A on sheet 1 & 2 of SB2367-02-A	Private Yard
Lot 51 on SP259306	Area 51A on sheet 1 & 2 of SB2367-02-A	Private Yard
Lot 52 on SP259306	Area 52A on sheet 1 & 2 of SB2367-02-A	Private Yard
Lot 53 on SP259306	Area 53A on sheet 1 & 2 of SB2367-02-A	Private Yard
Lot 54 on SP259306	Area 54A on sheet 1 & 2 of SB2367-02-A	Private Yard
Lot 55 on SP259306	Area 55A on sheet 1 & 2 of SB2367-02-A	Private Yard
Lot 56 on SP259306	Area 56A on sheet 1 & 2 of SB2367-02-A	Private Yard
Lot 57 on SP259306	Area 57A on sheet 1 & 2 of SB2367-02-A	Private Yard
Lot 58 on SP259306	Area 58A on sheet 1 & 4 of SB2367-02-A	Private Yard
Lot 59 on SP259306	Area 59A on sheet 1 & 4 of SB2367-02-A	Private Yard
Lot 60 on SP259306	Area 60A on sheet 1 & 4 of SB2367-02-A	Private Yard
Lot 61 on SP259306	Area 61A on sheet 1 & 4 of SB2367-02-A	Private Yard
Lot 62 on SP259306	Area 62A on sheet 1 & 4 of SB2367-02-A	Private Yard
Lot 63 on SP259306	Area 63A on sheet 1 & 4 of SB2367-02-A	Private Yard
Lot 64 on SP259306	Area 64A on sheet 1 & 4 of SB2367-02-A	Private Yard
Lot 65 on SP259306	Area 65A on sheet 1 & 4 of SB2367-02-A	Private Yard
Lot 66 on SP259306	Area 66A on sheet 1 & 5 of SB2367-02-A	Private Yard
Lot 67 on SP259306	Area 67A on sheet 1 & 5 of SB2367-02-A	Private Yard
Lot 68 on SP259306	Area 68A on sheet 1 & 5 of SB2367-02-A	Private Yard
Lot 69 on SP259306	Area 69A on sheet 1 & 5 of SB2367-02-A	Private Yard
Lot 70 on SP259306	Area 70A on sheet 1 & 5 of SB2367-02-A	Private Yard
Lot 71 on SP259306	Area 71A on sheet 1 & 5 of SB2367-02-A	Private Yard
Lot 72 on SP259306	Area 72A on sheet 1 & 5 of SB2367-02-A	Private Yard
Lot 73 on SP259306	Area 73A on sheet 1 & 5 of SB2367-02-A	Private Yard
Lot 74 on SP259306	Area 74A on sheet 1 & 3 of SB2367-02-A	Private Yard
Lot 75 on SP259306	Area 75A on sheet 1 & 3 of SB2367-02-A	Private Yard
Lot 76 on SP259306	Area 76A on sheet 1 & 3 of SB2367-02-A	Private Yard
Lot 77 on SP259306	Area 77A on sheet 1 & 3 of SB2367-02-A	Private Yard
Lot 78 on SP259306	Area 78A on sheet 1 & 3 of SB2367-02-A	Private Yard
Lot 79 on SP259306	Area 79A on sheet 1 & 3 of SB2367-02-A	Private Yard
Lot 80 on SP259306	Area 80A on sheet 1 & 3 of SB2367-02-A	Private Yard
Lot 81 on SP259306	Area 81A on sheet 1 & 3 of SB2367-02-A	Private Yard
Lot 82 on SP259306	Area 82A on sheet 1 & 3 of SB2367-02-A	Private Yard
Lot 83 on SP259306	Area 83A on sheet 1 & 3 of SB2367-02-A	Private Yard

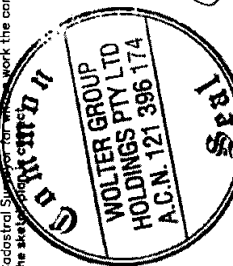
DEMEIO GREENS COMMUNITY TITLES SCHEME 42612

Page 19 of 31

Lot on Plan	Exclusive Use Area	Purpose
Lot 84 on SP259306	Area 84A on sheet 1 & 3 of SB2367-02-A	Private Yard
Lot 85 on SP259306	Area 85A on sheet 1 & 2 of SB2367-02-A	Private Yard
Lot 86 on SP259306	Area 86A on sheet 1 & 2 of SB2367-02-A	Private Yard
Lot 87 on SP259306	Area 87A on sheet 1 & 4 of SB2367-02-A	Private Yard
Lot 88 on SP259306	Area 88A on sheet 1 & 4 of SB2367-02-A	Private Yard
Lot 89 on SP259306	Area 89A on sheet 1 & 4 of SB2367-02-A	Private Yard
Lot 90 on SP259306	Area 90A on sheet 1 & 4 of SB2367-02-A	Private Yard
Lot 91 on SP259306	Area 91A on sheet 1 & 4 of SB2367-02-A	Private Yard
Lot 92 on SP259306	Area 92A on sheet 1 & 4 of SB2367-02-A	Private Yard
Lot 93 on SP259306	Area 93A on sheet 1 & 4 of SB2367-02-A	Private Yard
Lot 94 on SP259306	Area 94A on sheet 1 & 4 of SB2367-02-A	Private Yard
Lot 95 on SP259306	Area 95A on sheet 1 & 5 of SB2367-02-A	Private Yard
Lot 96 on SP259306	Area 96A on sheet 1 & 5 of SB2367-02-A	Private Yard



Wolter Group Holdings Pty Ltd (ACN 121 396 174) hereby certify that the details of this site plan were prepared by the corporation, by Donald McGill MacKie, Chartered Surveyor, and that the corporation accepts responsibility, and that the site plan is correct.

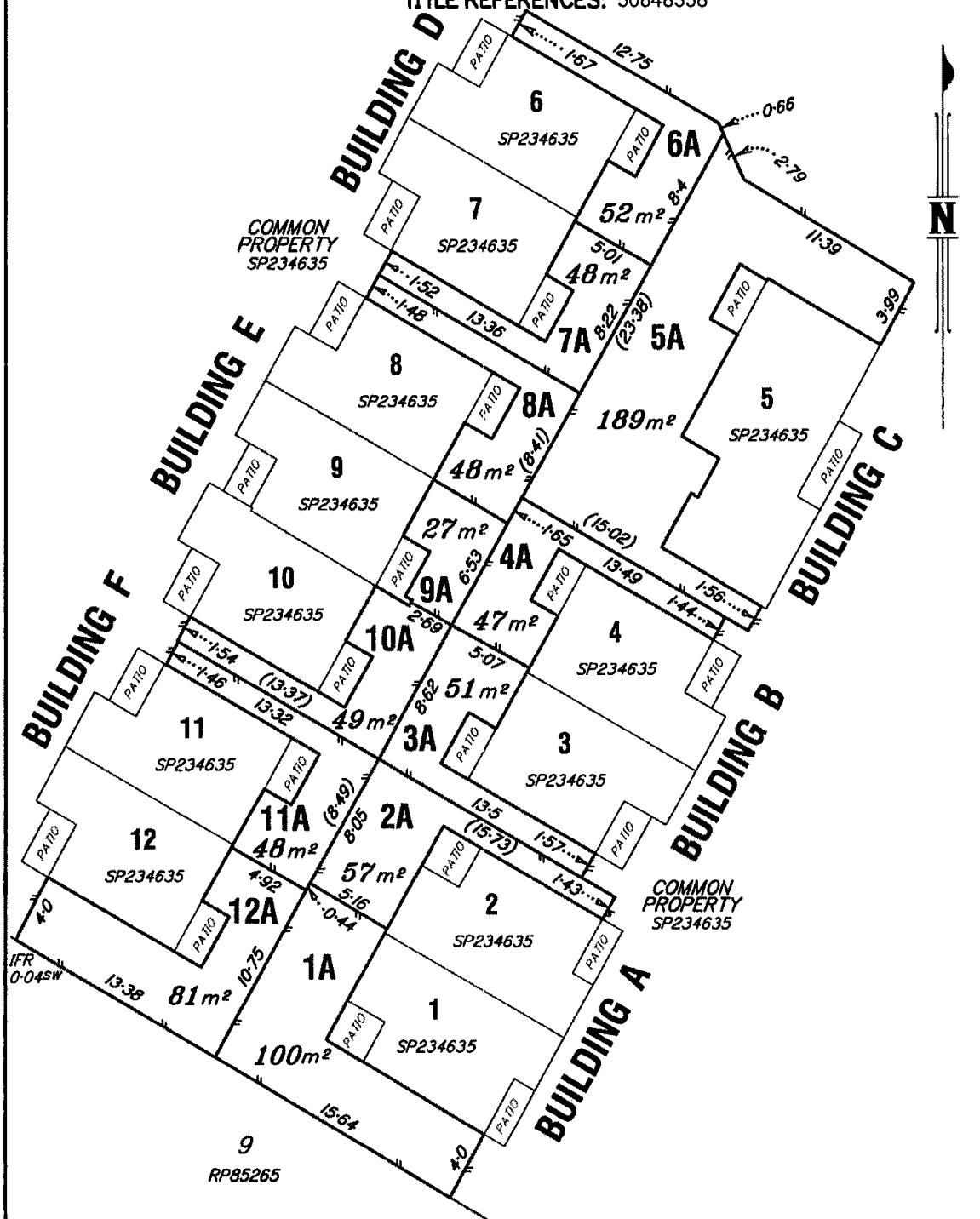


Suite 1
LISCENCED SURVEYORS ■ TOWN PLANNERS
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30 FLORENCE ST. ■ (07) 36665200
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P.O. Box 436 F (07) 36665202
NEW FARM E- surveying@waterconsulting.com.au
QLD 4005 waterconsulting.com.au



Sheet 2	of 7
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DEMEIO GREENS COMMUNITY TITLES SCHEME 42612
TITLE REFERENCES: 50848358



IFR DENOTES INTERSECTION OF FENCE RAIL

Scale 1:300 © A4 - Lengths are in Metres.

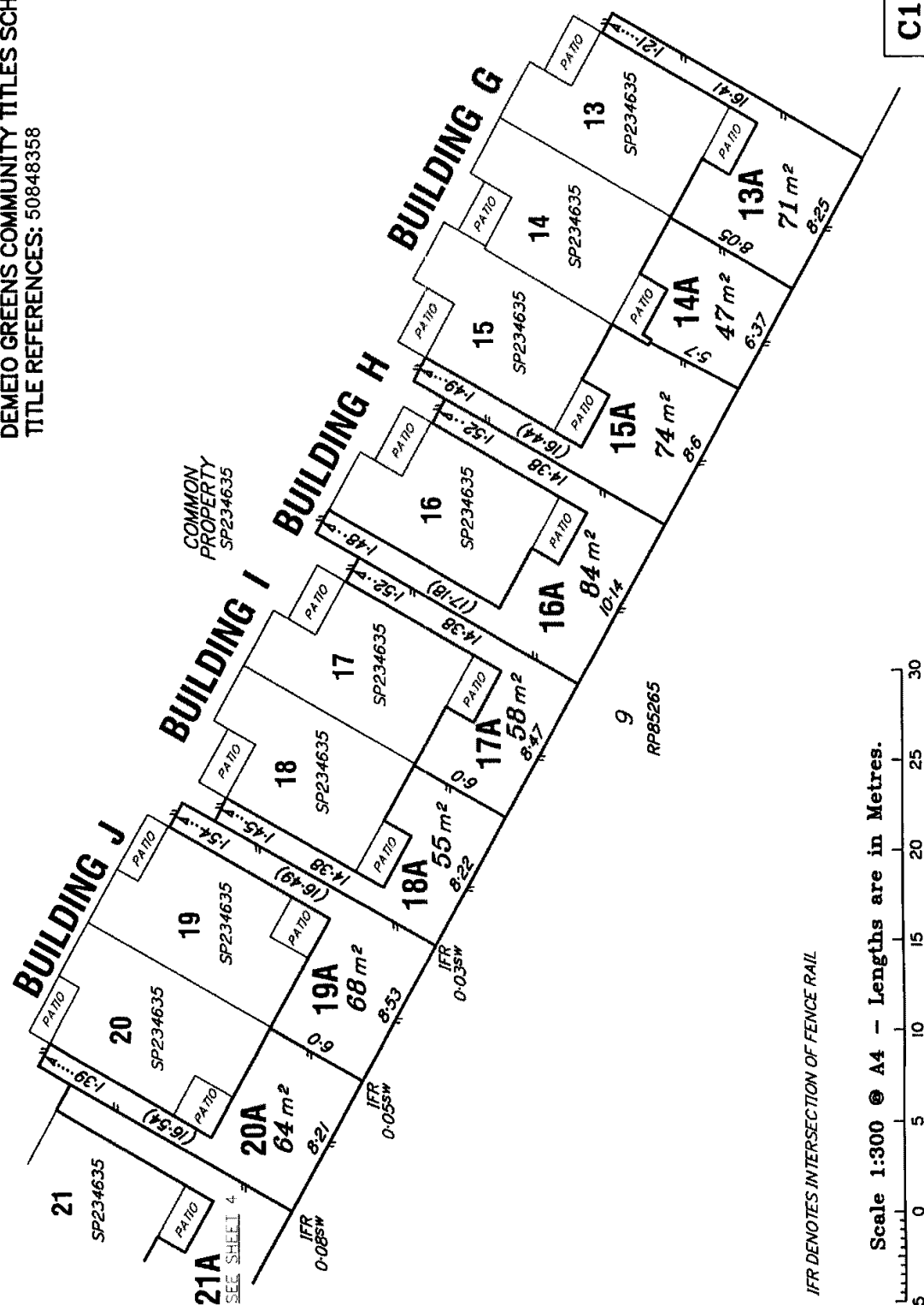


C1387_02_C

ADDITIONAL SHEET

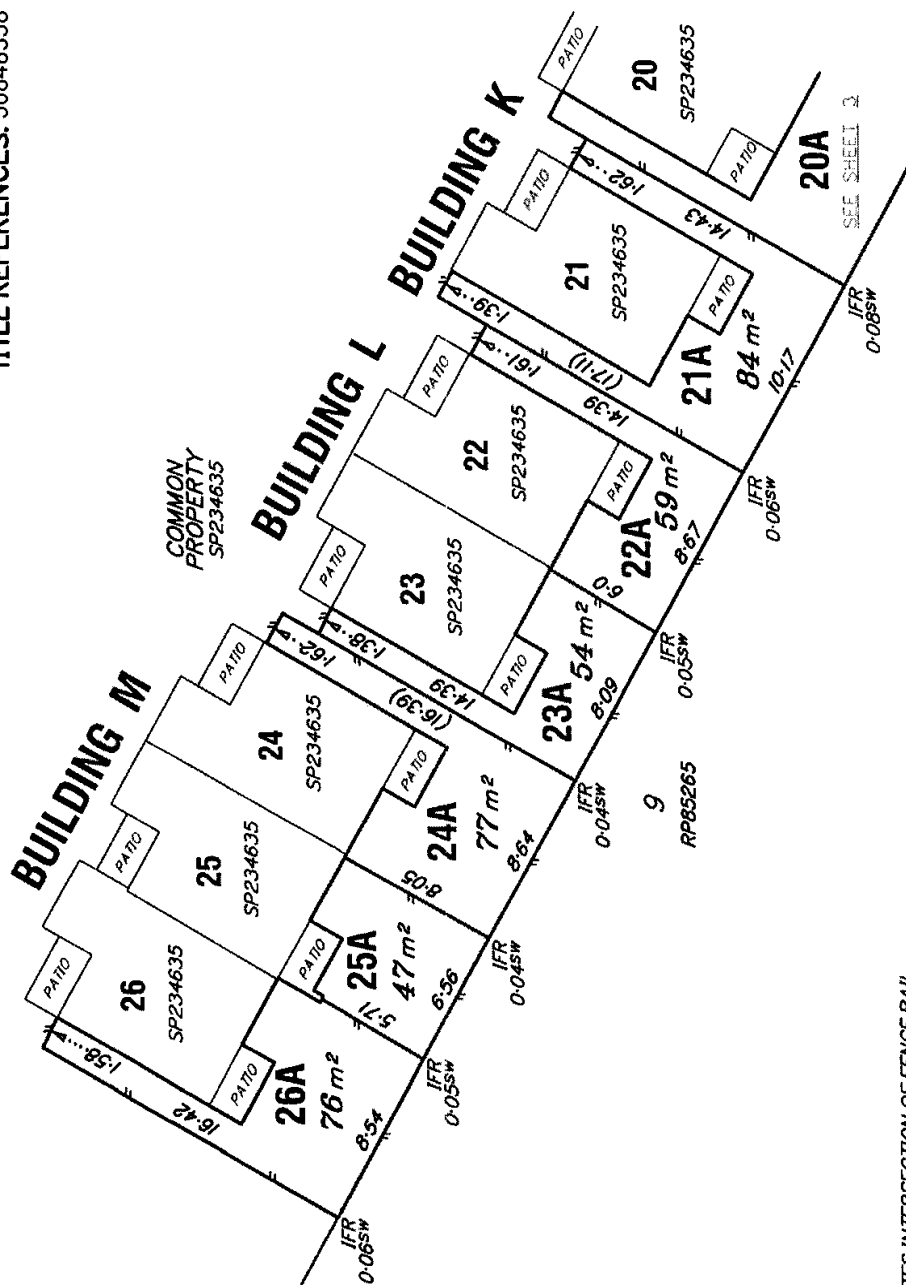
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TITLE REFERENCES: 50848358

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ADDITIONAL SHEET

DEMEIO GREENS COMMUNITY TITLES SCHEME 42612
TITLE REFERENCES: 50848358



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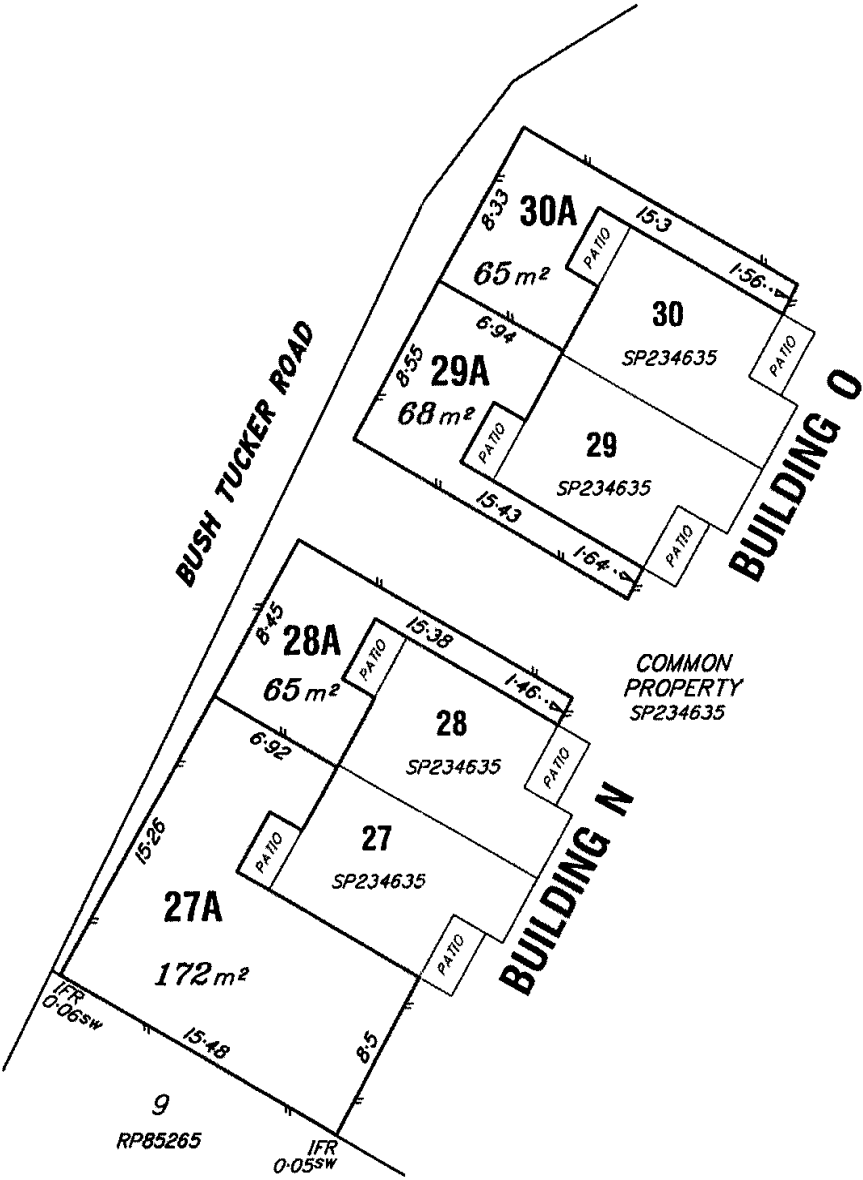
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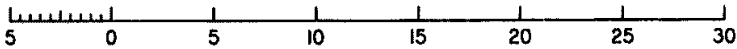
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DEMEIO GREENS COMMUNITY TITLES SCHEME 42612
TITLE REFERENCES: 50848358



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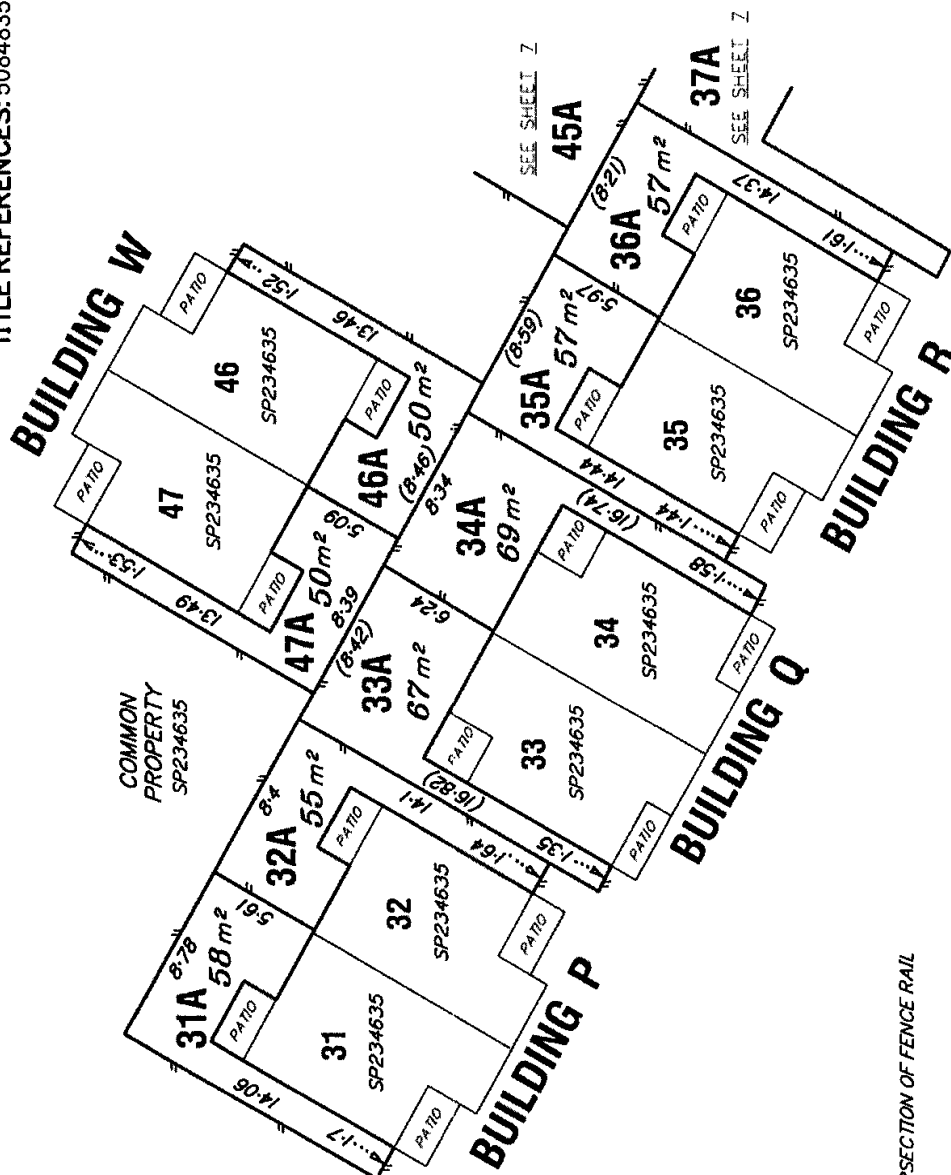
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ADDITIONAL SHEET

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TITLE REFERENCES: 50848358



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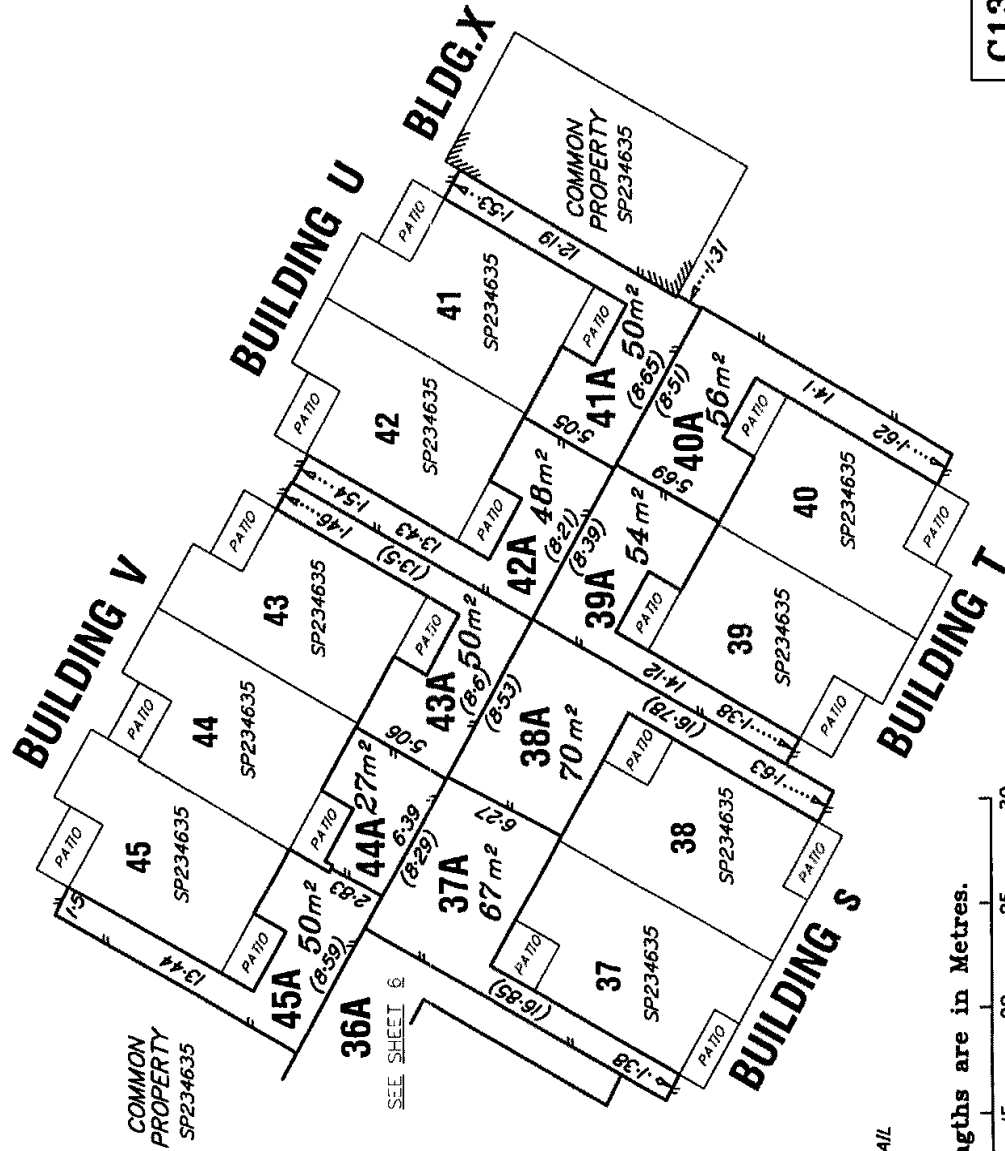
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Sheet	of
7	7

DEMEIO GREENS COMMUNITY TITLES SCHEME 42612
TITLE REFERENCES: 50848358

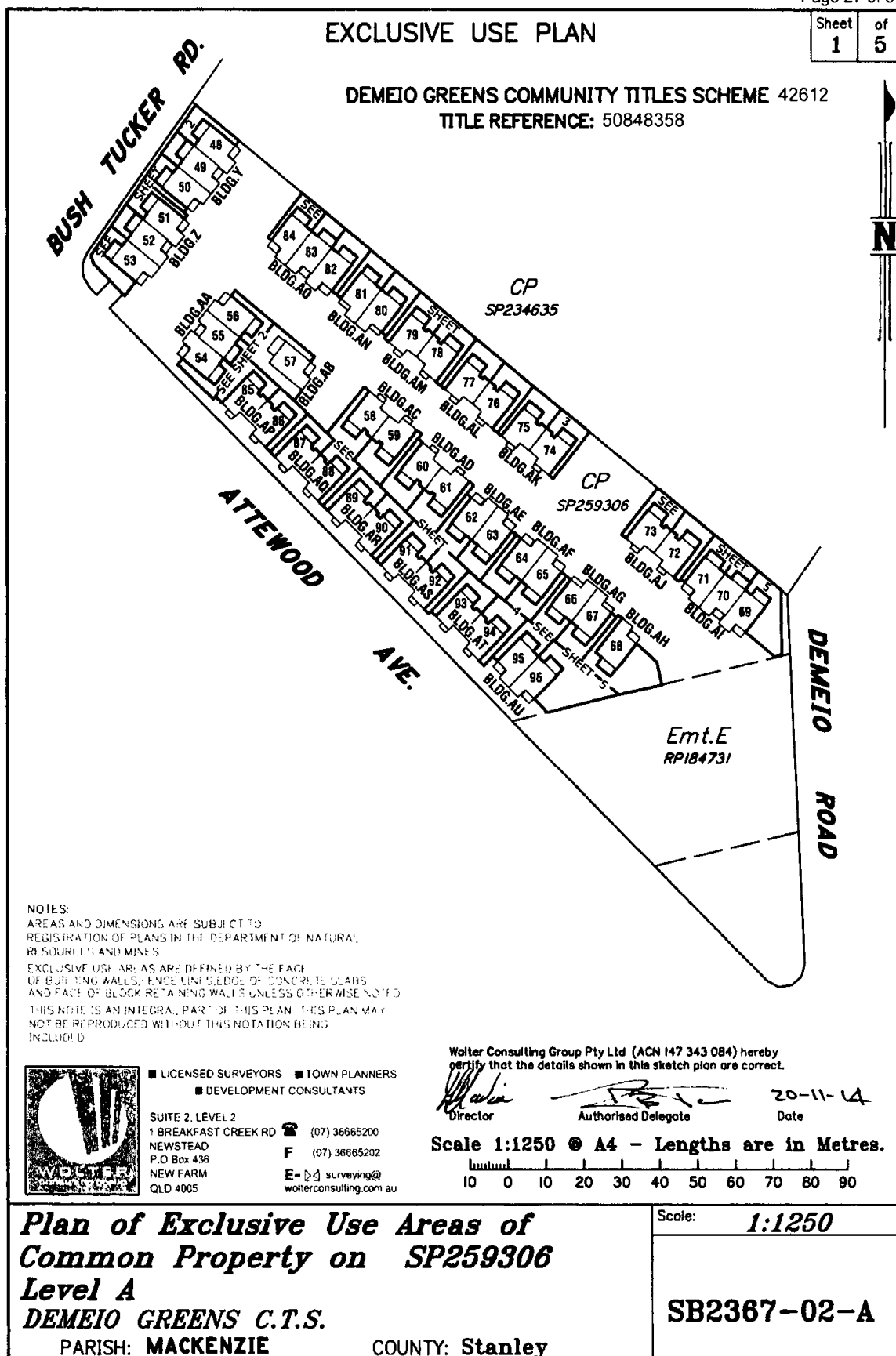


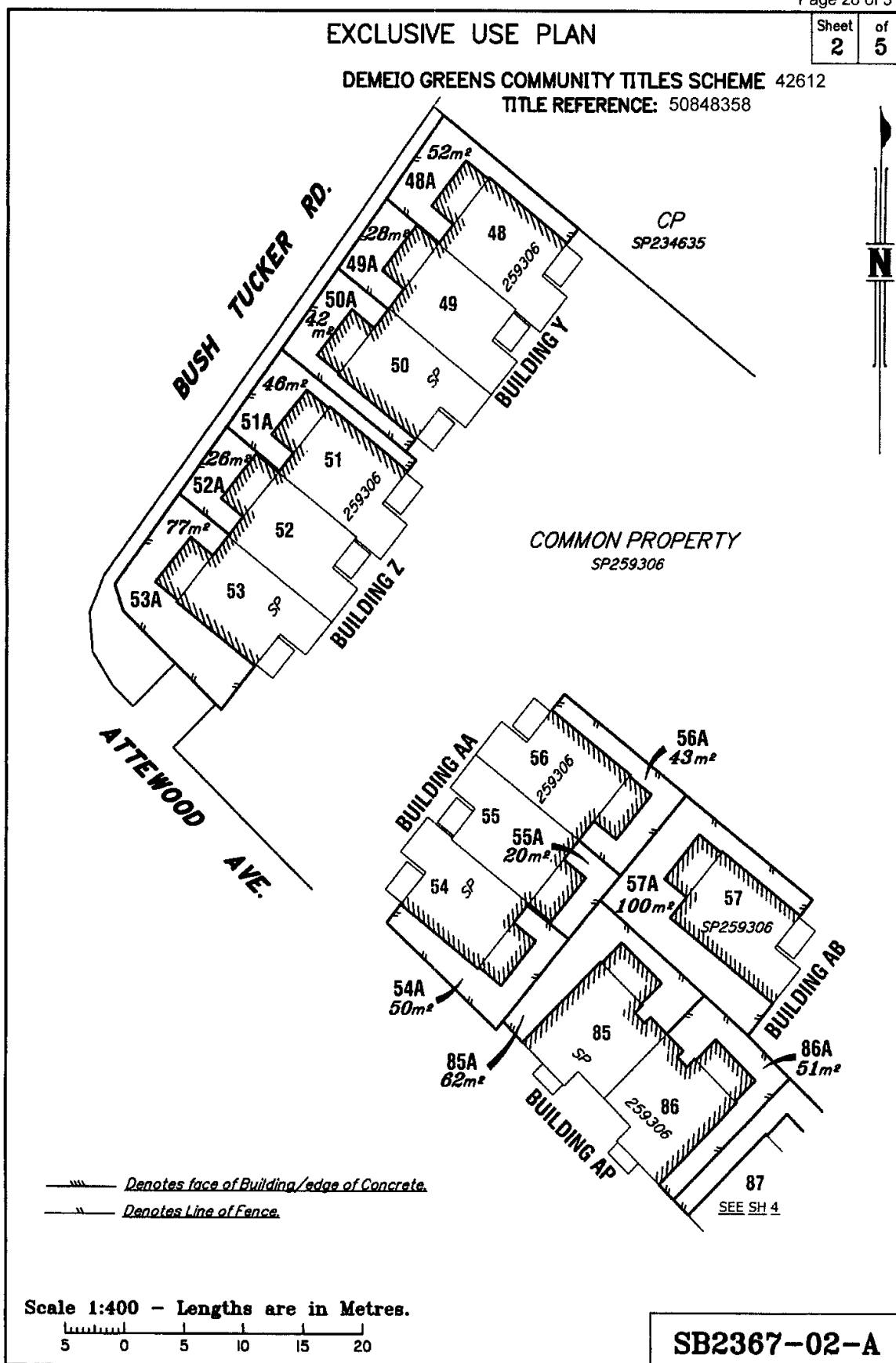
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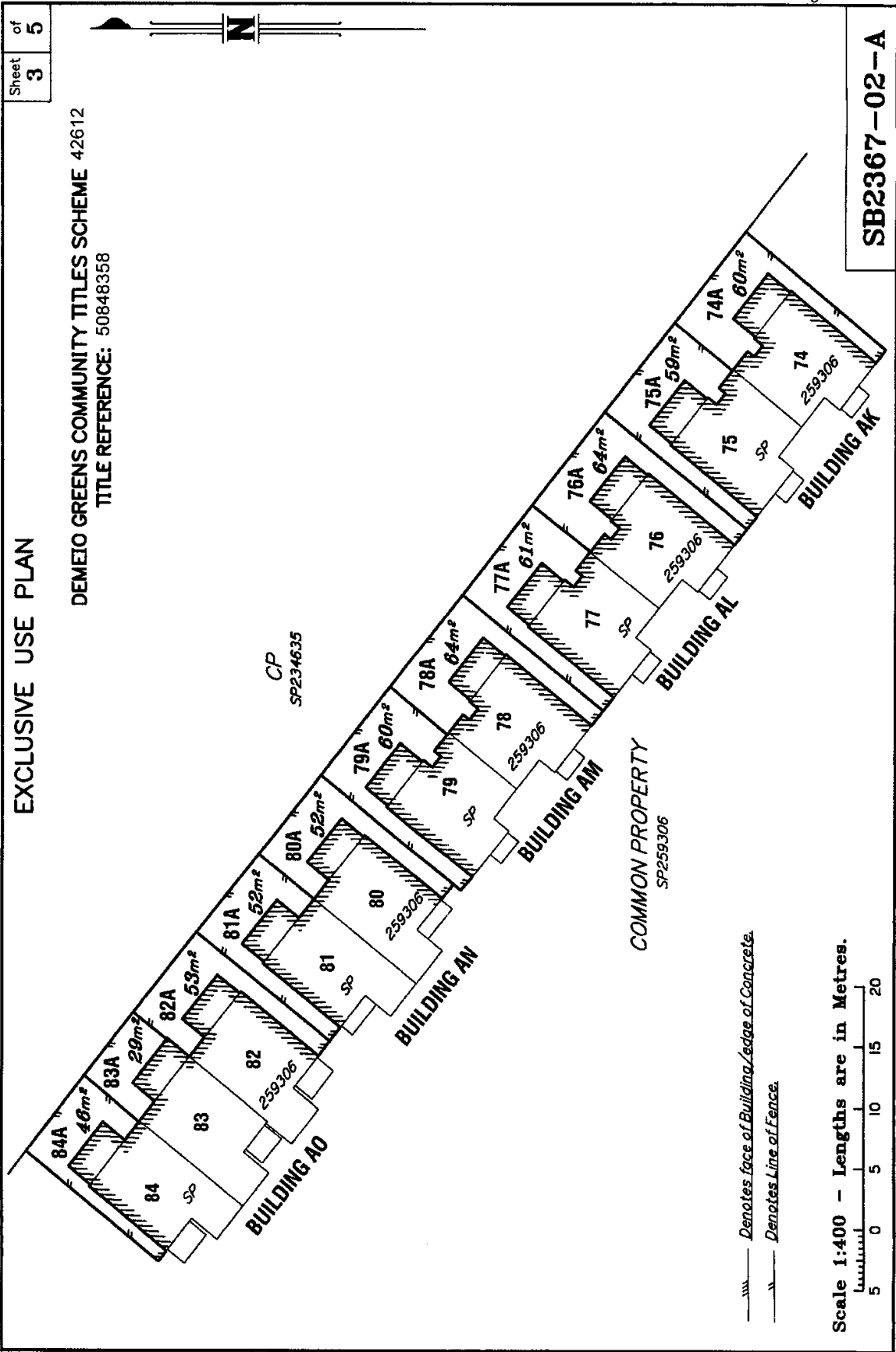
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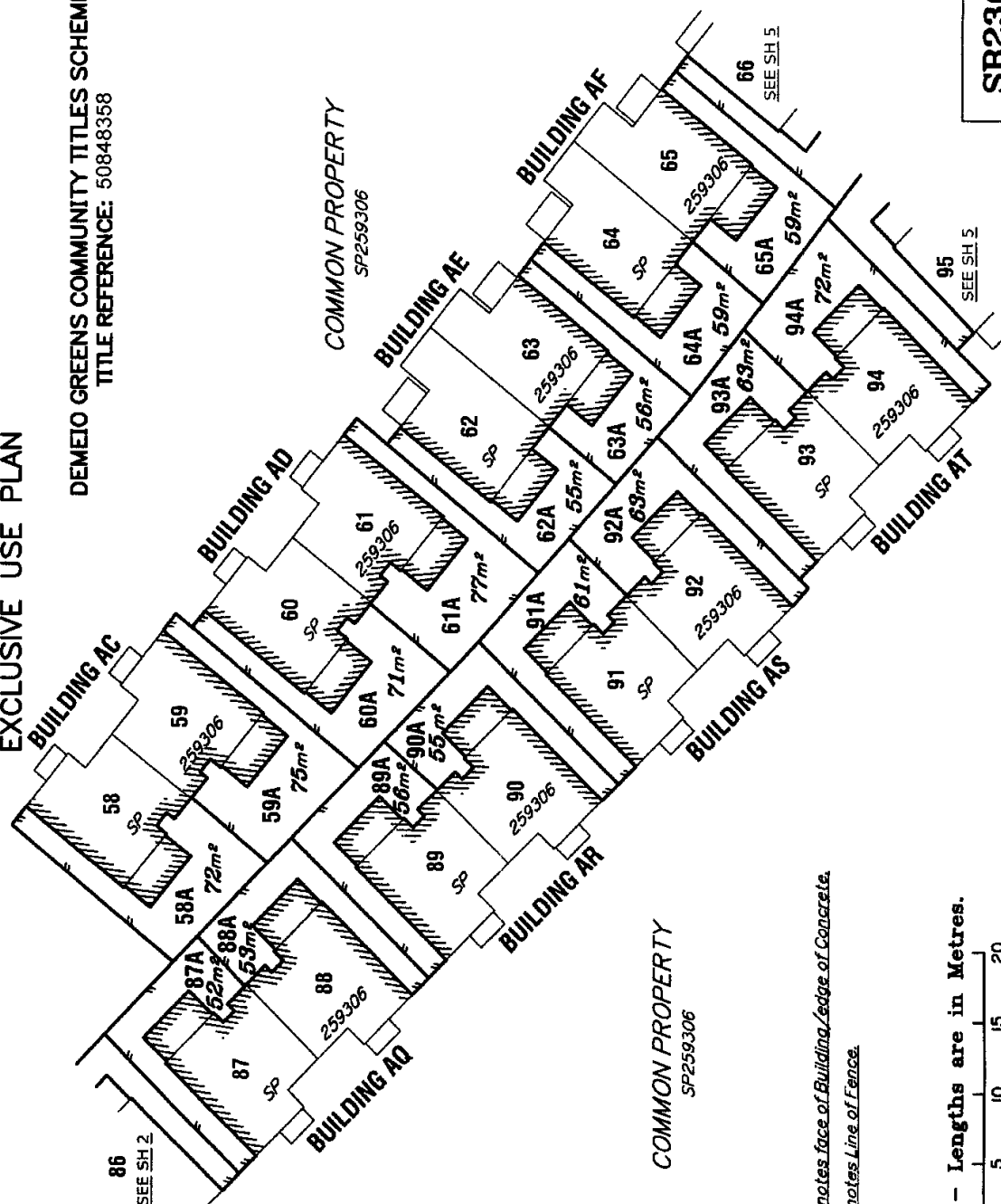






EXCLUSIVE USE PLAN

DEMEIO GREENS COMMUNITY TITLES SCHEME 42612
TITLE REFERENCE: 50848358



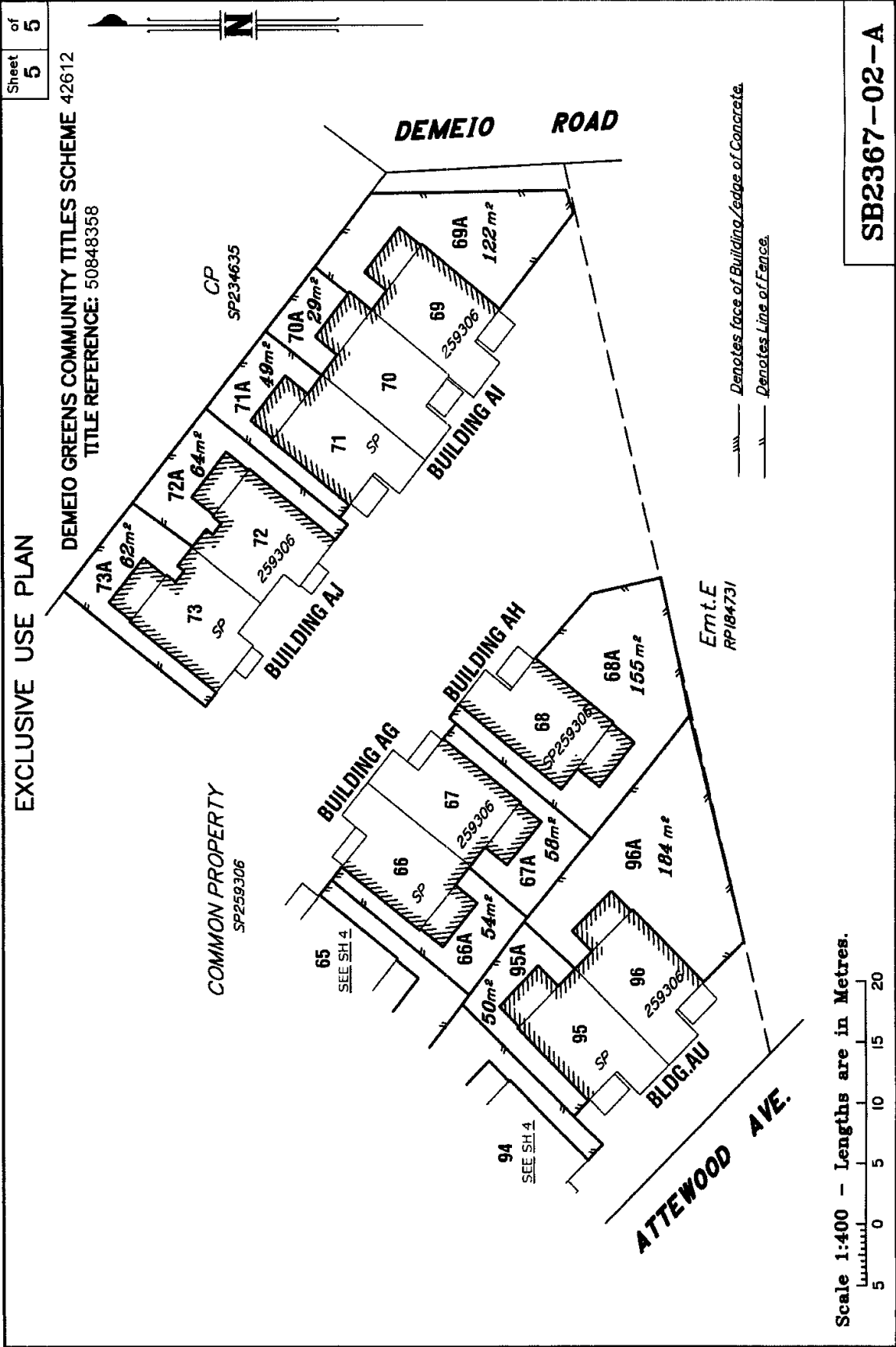

 Denotes face of Building/edge of Concrete.


 Denotes Line of Fence.

Scale 1:400 - Lengths are in Metres.



SB2367-02-A



MINUTES of the EXTRAORDINARY GENERAL MEETING of the Body Corporate for DEMEIO GREENS CTS 42612 held in the office of Body Corporate Systems, Suite 106, Level 1, 621 Wynnum Road, Morningside on 7 JUNE 2011 at 9:00AM

PRESENT

Mr Philip Usher, the company nominee of Philip Usher Constructions Pty Ltd ACN 011 008 101.

BY INVITATION

Kerri Anthon representing Body Corporate Systems Pty Ltd ACN 058 152 604.

CHAIRPERSON

Mr Philip Usher, company nominee of the original owner was elected chairperson for the meeting.

NOTICE OF MEETING

The meeting was advised that as all the lots have identical ownership and that Philip Usher Constructions Pty Ltd ACN 011 008 101 is the sole owner no notice of the meeting needed to be given.

QUORUM

As Philip Usher, company nominee for the original owner, Philip Usher Constructions Pty Ltd ACN 011 008 101, he was the only person entitled to vote and a quorum was present.

REGISTRATION OF COMMUNITY MANAGEMENT STATEMENT

The meeting was advised that the Community Management Statement for Demeio Greens was recorded in the Department of Environment and Resource Management on the 7 June 2011 establishing CTS 42612.

BODY CORPORATE SEAL

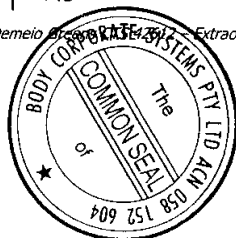
The meeting was advised that the original owner had delivered to the meeting the common seal of the Body Corporate for Demeio Greens CTS 42612.

ADMINISTRATIVE FUND BUDGET

The meeting was advised that the original owner had delivered to the meeting an Administrative Fund Budget for the period 7 June 2011 to 30 April 2012 being the first financial period.

This is to certify that this four (4) page document (each page of which I have numbered and initialed) is a true and correct copy of the original four (4) page document which I have sighted

Michael Deane - Body Corporate Manager



BUSINESS OF MEETING**1. Administrative Fund Budget and Levies****Ordinary Resolution**

MOVED by the Chairperson that the Administrative Fund budget of \$72,632.11 (Inc. GST) for Stage 1 and upon registration of Stage 2 a budget of \$147,724.20 for the financial year ending 30 April 2012 and the interim levy for the following financial year be approved and the levies determined as follows:

Levy Period	Due Date	Amount per Entitlement
07.06.11 – 31.07.11	07.06.11	\$38.47
01.08.11 – 31.10.11	01.08.11	\$38.47
01.11.11 – 31.01.12	01.11.11	\$38.47
01.02.12 – 30.04.12	01.02.12	\$38.47
	Total	\$153.88
01.05.12 – 31.07.12	01.05.12	\$39.62

RESOLVED by the Chairperson that the motion be carried.

2. Sinking Fund Budget and Levies**Ordinary Resolution**

MOVED by the Chairperson that the Sinking Fund budget of \$30,168.13 (Inc. GST) for Stage 1 and upon registration of Stage 2 a budget of \$61,620.00 for the financial year ending 30 April 2012 and the interim levy for the following financial year be approved and the levies determined as follows:

Levy Period	Due Date	Amount per Entitlement
07.06.11 – 31.07.11	07.06.11	\$16.05
01.08.11 – 31.10.11	01.08.11	\$16.05
01.11.11 – 31.01.12	01.11.11	\$16.05
01.02.12 – 30.04.12	01.02.12	\$16.05
	Total	\$64.20
01.05.12 – 31.07.12	01.05.12	\$16.93

RESOLVED by the Chairperson that the motion be carried.

3. Sinking Fund Special Levy Contribution**Ordinary Resolution**

Moved by the Chairperson that a special levy is struck at a rate of \$110.00/Lot for the purpose of purchasing equipment for the Body Corporate. Payment is to be made upon issue of a Special levy notice.

RESOLVED by the Chairperson that the motion be carried.

4. Body Corporate Management Agreement**Ordinary Resolution**

The Chairperson presented to the meeting a Body Corporate Management Agreement prepared by Body Corporate Systems Pty Ltd.

MOVED by the Chairperson that Body Corporate Systems Pty Ltd be appointed as the Body Corporate Manager of the Body Corporate for Demeio Greens CTS 42612 on the terms and conditions of the Agreement presented to the meeting at a cost of \$132.00 per lot for the

2/4 m)

first year of a three (3) year agreement commencing 7 June 2011 and further that the common seal be affixed to the Agreement presented to the meeting and executed by the Chairperson on behalf of the Body Corporate.

RESOLVED by the Chairperson that the motion be carried.

5. Body Corporate's Seal

Ordinary Resolution

MOVED by the Chairperson that the Body Corporate's Seal be kept in the custody of the Body Corporate Manager and further that the Body Corporate Manager shall for the purpose of exercising or performing any of the Body Corporate Manager's powers, authorities, duties or functions be authorised to affix the Body Corporate's Seal to any instrument or documents and where the Body Corporate Manager affixes it shall attest the fact and date of fixing the seal by the Body Corporate Manager's signature.

RESOLVED by the Chairperson that the motion be carried.

6. Major Expenditure Limit

Ordinary Resolution

MOVED by the Chairperson that the Body Corporate approves the relevant limit for major expenditure to be \$550.00/lot.

RESOLVED by the Chairperson that the motion be carried.

7. New Community Management Statement – Stage 2 Special Resolution

 MOVED by the Chairperson that the Body Corporate acknowledge that when Lot 9 on RP85265 is developed that a New Community Management Statement will be executed by the Body Corporate Manager and lodged for registration with the Department of Environment and Resources Management, in accordance with Sections 56 and 57 of the *Body Corporate & Community Management Act 1997*.

8. Management and Letting Agreements

Ordinary Resolution

The Chairperson presented to the meeting a Management Agreement and Letting Agreement prepared for the Body Corporate.

MOVED by the Chairperson that subject to settlement of the Management Rights, that Twenty Four Seven Realty Pty Ltd ACN 140 025 234 as trustee for The Cadwallader Family Trust be appointed the Building Manager and Letting Agent for Demeio Greens CTS 42612 at the cost stipulated in the Management Agreement for an initial term of ten (10) years commencing from date of settlement and further that the Body Corporate's Seal be affixed to the Management Agreement and Letting Agreement and executed by the Body Corporate Manager at the time of settlement.

RESOLVED by the Chairperson that the motion be carried.

9. Bank Account

Ordinary Resolution

MOVED by the chairperson that the Body Corporate Manager open and operate a strata bank account in the name of the Body Corporate for Demeio Greens CTS 42612 with Macquarie Bank Limited agreeing to all their schedule of fees and charges including non DEFT transactions fee, BPay, Credit Card payments, Locked Bag and Australia Post.

RESOLVED by the Chairperson that the motion be carried.

10. Approval to Keep Animals

Ordinary Resolution

MOVED by the Chairperson that in accordance with By-law 13, Keeping of Animals, the Owner of Lot 5, be approved to keep one dog and one cat within their Lot, from time to time, subject to the following conditions:

- a) Provide Logan City Council registration for the animals
- b) Animal must be micro chipped as per Logan City Council regulations
- c) Animal must not be of a weight greater than 10kg
- d) The animal is to be kept on a leash at all times when on common property
- e) Any droppings on common property are to be cleaned up immediately
- f) Upon the animal's death or departure from the estate it is not to be replaced by another animal
- g) If three (3) written substantial complaints are received about the animal, the animal is to be removed within seven (7) days of notification from the Committee or the Body Corporate Manager.

RESOLVED by the Chairperson that the motion be carried.

11. Electricity Agreement

Ordinary Resolution

The Chairperson presented to the meeting a Supply Agreement prepared for the Body Corporate.

MOVED by the Chairperson that the Body Corporate for Demeio Greens CTS 42612 enters into an agreement with Metered Energy Holdings Pty Ltd for the on-supply of the common property electricity for a period of ten (10) years commencing on the 7 June 2011 and expiring on the 6 June 2021 as per the agreement tabled at the meeting and further that the Body Corporate's Seal be affixed to the Agreement and executed by the Body Corporate Manager.

RESOLVED by the Chairperson that the motion be carried.

CONFIRMED AS A CORRECT RECORD
THIS DAY OF 2011

Body Corporate Chairperson for Demeio Greens CTS 42612

GORDON WALLACE

SOLICITOR

21 December 2021

Queensland Titles Registry
Albert Street
BRISBANE QLD 4000

Dear Sir / *Mrs*

Re: Dealing No. 721319051 – New CMS

I refer to the above dealing and hereby request that this dealing be withdrawn and re-entered to follow the survey plan SP259306

Yours faithfully,



George Gordon Wallace
Solicitor

Gordon Wallace Solicitor for the Applicant

Telephone: (07) 3800 1666

Email: legal@philipusher.com.au

PO Box 1536, Browns Plains, Qld, 4118.
Tel: (07) 3800 1666, Fax: (07) 3800 1740

**LIABILITY LIMITED BY A SCHEME APPROVED UNDER PROFESSIONAL
STANDARDS LEGISLATION**

QUEENSLAND TITLES REGISTRY PTY LTD

AUTOMATED TITLES SYSTEM

ENE470

29/09/2025 16:18

COMMUNITY TITLES SCHEME SEARCH STATEMENT

Request No: 53534486

Scheme Name: DEMEIO GREENS COMMUNITY TITLES SCHEME 42612

Body Corp. Addr: PO BOX 743

MORNINGSIDE QLD

4170

COMMUNITY MANAGEMENT STATEMENT No: 42612

Title	Lot	Plan
50848358	CP	SP 234635
50848359	1	SP 234635
50848360	2	SP 234635
50848361	3	SP 234635
50848362	4	SP 234635
50848363	5	SP 234635
50848364	6	SP 234635
50848365	7	SP 234635
50848366	8	SP 234635
50848367	9	SP 234635
50848368	10	SP 234635
50848369	11	SP 234635
50848370	12	SP 234635
50848371	13	SP 234635
50848372	14	SP 234635
50848373	15	SP 234635
50848374	16	SP 234635
50848375	17	SP 234635
50848376	18	SP 234635
50848377	19	SP 234635
50848378	20	SP 234635
50848379	21	SP 234635
50848380	22	SP 234635
50848381	23	SP 234635
50848382	24	SP 234635
50848383	25	SP 234635
50848384	26	SP 234635
50848385	27	SP 234635
50848386	28	SP 234635
50848387	29	SP 234635
50848388	30	SP 234635
50848389	31	SP 234635
50848390	32	SP 234635
50848391	33	SP 234635
50848392	34	SP 234635
50848393	35	SP 234635
50848394	36	SP 234635
50848395	37	SP 234635
50848396	38	SP 234635
50848397	39	SP 234635
50848398	40	SP 234635
50848399	41	SP 234635
50848400	42	SP 234635
50848401	43	SP 234635

QUEENSLAND TITLES REGISTRY PTY LTD
29/09/2025 16:18
Request No: 53534486

AUTOMATED TITLES SYSTEM
COMMUNITY TITLES SCHEME SEARCH STATEMENT
ENE470

Title	Lot	Plan
50848402	44	SP 234635
50848403	45	SP 234635
50848404	46	SP 234635
50848405	47	SP 234635
51272811	48	SP 259306
51272812	49	SP 259306
51272813	50	SP 259306
51272814	51	SP 259306
51272815	52	SP 259306
51272816	53	SP 259306
51272817	54	SP 259306
51272818	55	SP 259306
51272819	56	SP 259306
51272820	57	SP 259306
51272821	58	SP 259306
51272822	59	SP 259306
51272823	60	SP 259306
51272824	61	SP 259306
51272825	62	SP 259306
51272826	63	SP 259306
51272827	64	SP 259306
51272828	65	SP 259306
51272829	66	SP 259306
51272830	67	SP 259306
51272831	68	SP 259306
51272832	69	SP 259306
51272833	70	SP 259306
51272834	71	SP 259306
51272835	72	SP 259306
51272836	73	SP 259306
51272837	74	SP 259306
51272838	75	SP 259306
51272839	76	SP 259306
51272840	77	SP 259306
51272841	78	SP 259306
51272842	79	SP 259306
51272843	80	SP 259306
51272844	81	SP 259306
51272845	82	SP 259306
51272846	83	SP 259306
51272847	84	SP 259306
51272848	85	SP 259306
51272849	86	SP 259306
51272850	87	SP 259306
51272851	88	SP 259306
51272852	89	SP 259306
51272853	90	SP 259306
51272854	91	SP 259306
51272855	92	SP 259306
51272856	93	SP 259306
51272857	94	SP 259306

29/09/2025 16:18
Request No: 53534486

COMMUNITY TITLES SCHEME SEARCH STATEMENT

Title	Lot	Plan
51272858	95	SP 259306
51272859	96	SP 259306

COMMUNITY MANAGEMENT STATEMENT Dealing No: 721373678

** End of CMS Search Statement **

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

25 September 2025

INFOTRACK PTY LTD

Ref

Fee 84.10 Paid

Although all reasonable care has been taken in preparing this certificate, it is provided in good faith based solely on the records given to BCsystems (body corporate manager) by the body corporate, as at the date of issue. The body corporate manager cannot independently verify the accuracy or completeness of records provided to it by the body corporate.

The body corporate certificate is an extract of some information about the body corporate; it should not be relied upon as a comprehensive disclosure of all matters about the body corporate that may be relevant to a buyer. The buyer receiving the certificate should obtain their own legal or professional advice about the content of the certificate.

The buyer may inspect the body corporate records for important information that is not contained in the body corporate certificate, such as information about defects in the common property; expenses for which levies have not yet been fixed, disputes, and matters raised at recent body corporate meetings.

The buyer or their solicitor should request a second certificate before settlement, to confirm current amounts owed in respect of the lot for settlement adjustment calculation. If the second certificate is ordered within 3 months after the first certificate, a lesser fee applies to it.

Buyer's solicitor: Please provide a BCCM Form 8 promptly after settlement.

BCsystems
info@bcsystems.com.au
07 38990299

BCCM

Form 33

Department of Justice

Body corporate certificate

Body Corporate and Community Management Act 1997, section 205(4)

This form is effective from 1 August 2025

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

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

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

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

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

This certificate does not include information about:

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

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

The community management statement

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

The Office of the Commissioner for Body Corporate and Community Management

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

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

The information in this certificate is issued on 25/09/2025

Becoming an owner

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

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

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

How to get more information

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

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

Contacting the body corporate

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

Name and number of the community titles scheme

Demeio Greens

CTS No. **42612**

Body corporate manager

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

Is there a body corporate manager for the scheme?

Yes. The body corporate manager is:

Name: **Jess Norberry**

Company: **BCsystems**

Phone: **07 3899 0299**

Email: **info@bcsystems.com.au**

Accessing records

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

The body corporate manager named above.

Property and community titles scheme details

Lot and plan details

Lot number: **22**

Plan type and number: **SP234635**

Plan of subdivision: **BUILDING FORMAT PLAN**

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

Regulation module

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

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

The regulation module that applies to this scheme is the:

Accommodation

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

Layered arrangements of community titles schemes

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

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

No

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

Building management statement

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

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

No

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

By-laws and exclusive use areas

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

What by-laws apply?

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

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

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

General by-laws

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

Exclusive use areas

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

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

Yes

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

listed in the Community Management Statement

Lot entitlements and financial information

Lot entitlements

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

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

Contribution schedule

Contribution schedule lot entitlement for the lot: 10
Total contribution schedule lot entitlements for all lots: 960

Interest schedule

Interest schedule lot entitlement for the lot: 94
Total interest schedule lot entitlements for all lots: 9,100

Statement of accounts

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

Owner contributions (levies)

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

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

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

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

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

Body corporate debts

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

Owner contributions and amounts owing

Administrative fund contributions

Total amount of contributions (before any discount) for lot 22 for the current financial year: \$ 2,760.42

Number of instalments: 4 (outlined below)

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

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

Due date	Amount due	Amount due if discount applied	Paid
01/05/25	687.11	687.11	23/05/25
01/08/25	687.11	687.11	26/06/25
01/11/25	693.10	693.10	
01/02/26	693.10	693.10	
01/05/26	710.81	710.81	
01/08/26	710.81	710.81	

Amount overdue **Nil**
Amount Unpaid including amounts billed not yet due **\$693.10**

Sinking fund contributions

Total amount of contributions (before any discount) for lot **22** for the current financial year: \$ **2,062.51**

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

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

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

Due date	Amount due	Amount due if discount applied	Paid
01/05/25	515.63	515.63	23/05/25
01/08/25	515.63	515.63	26/06/25
01/11/25	515.62	515.62	
01/02/26	515.63	515.63	
01/05/26	515.63	515.63	

Amount overdue **Nil**
Amount Unpaid including amounts billed not yet due **\$515.62**

Special contributions - Administrative Fund (IF ANY)

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

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

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

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

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

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

Special contributions - Sinking Fund (IF ANY)

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

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

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

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

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

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

Other contributions

	Due date	Amount due	Amount due if discount applied	Paid
Insurance	01/05/25	153.78	153.78	23/05/25
Insurance	01/08/25	153.78	153.78	26/06/25
Insurance	01/11/25	123.70	123.70	
Insurance	01/02/26	123.70	123.70	
Insurance	01/05/26	148.43	148.43	
Insurance	01/08/26	148.43	148.43	

Other amounts payable by the lot owner

Purpose	Fund	Amount	Due date	Amount
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No other amounts payable for the lot.

Summary of amounts due but not paid by the current owner

At the date of this certificate

Annual contributions	Nil
Special contributions	Nil
Other contributions	Nil
Other payments	Nil
Penalties	Nil
Total amount overdue (Total Amount Unpaid including not yet due \$1,332.42)	Nil

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

Common property and assets

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

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

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

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

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

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

Yes - you can obtain a copy from the body corporate records

Current sinking fund balance (as at date of certificate): \$ 1,323,449.85

Improvements to common property the lot owner is responsible for

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

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

Body corporate assets

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

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

Insurance

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

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

Body corporate insurance policies

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

TYPE/COMPANY	POLICY NO.	SUM INSURED	PREMIUM	DUE DATE	EXCESS
BUILDING STRATA COMMUNITY INSURANCE	POL11058194	47,170,413.00	59,696.98	31/05/26	\$2,500 Insured Property \$1,000 Legal
FLOOD STRATA COMMUNITY INSURANCE	POL11058194	INCLUDED		31/05/26	\$2,500 Insured Property \$1,000 Legal
FLOATING FLOORS STRATA COMMUNITY INSURANCE	POL11058194	NOT INCLUDED		31/05/26	\$2,500 Insured Property \$1,000 Legal
PUBLIC LIABILITY STRATA COMMUNITY INSURANCE	POL11058194	20,000,000.00		31/05/26	\$2,500 Insured Property \$1,000 Legal
OFFICE BEARERS LIA STRATA COMMUNITY INSURANCE	POL11058194	1,000,000.00		31/05/26	\$2,500 Insured Property \$1,000 Legal
COMMON AREA CONTENTS STRATA COMMUNITY INSURANCE	POL11058194	471,704.00		31/05/26	\$2,500 Insured Property \$1,000 Legal
LOSS RENT/TEMP ACCOM STRATA COMMUNITY INSURANCE	POL11058194	7,075,562.00		31/05/26	\$2,500 Insured Property \$1,000 Legal

Body corporate insurance policies

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

TYPE/COMPANY	POLICY NO.	SUM INSURED	PREMIUM	DUE DATE	EXCESS
FIDELITY GUARANTEE STRATA COMMUNITY INSURANCE	POL11058194	100,000.00		31/05/26	\$2,500 Insured Property \$1,000 Legal
CATASTROPHE STRATA COMMUNITY INSURANCE	POL11058194	14,151,124.00		31/05/26	\$2,500 Insured Property \$1,000 Legal
GOV AUDIT COSTS STRATA COMMUNITY INSURANCE	POL11058194	25,000.00		31/05/26	\$2,500 Insured Property \$1,000 Legal
LOT OWNERS FIXTURES STRATA COMMUNITY INSURANCE	POL11058194	300,000.00		31/05/26	\$2,500 Insured Property \$1,000 Legal
APPEAL EXPENSES STRATA COMMUNITY INSURANCE	POL11058194	100,000.00		31/05/26	\$2,500 Insured Property \$1,000 Legal
LEGAL DEFENCE EXP STRATA COMMUNITY INSURANCE	POL11058194	50,000.00		31/05/26	\$2,500 Insured Property \$1,000 Legal
VOLUNTARY WORKERS STRATA COMMUNITY INSURANCE	POL11058194	INCLUDED		31/05/26	\$2,500 Insured Property \$1,000 Legal

Alternative insurance

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

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

No

Lot owner and occupier insurance

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

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

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

Contracts and authorisations

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

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

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

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

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

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

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

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

Yes - Name of caretaking service contractor engaged: Twenty Four Seven Realty Pty Ltd ACN 140 025 234 ATF The Cadwallader Family Trust

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

Yes - Name of authorised letting agent: Twenty Four Seven Realty Pty Ltd ACN 140 025 234 ATF The Cadwallader Family Trust

Embedded network electricity supply

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

Yes

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

Body corporate authority

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

Name/s BCsystems

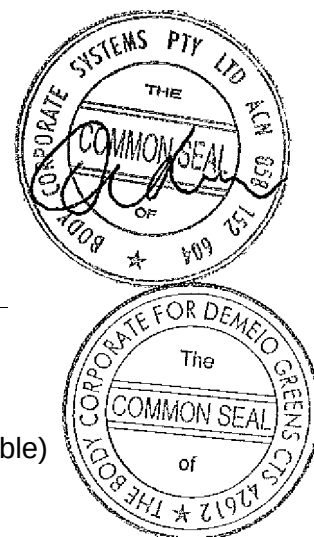
Positions/s held Body Corporate Manager

Date 25/09/2025

Signature/s _____

Copies of documents given with this certificate:

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



Demeio Greens CTS 42612

65-87 Demeio Road Berrinba QLD 4117

BALANCE SHEET

AS AT 30 APRIL 2025

	ACTUAL 30/04/2025	ACTUAL 30/04/2024
<u>OWNERS FUNDS</u>		
Administrative Fund	72,652.86	74,325.28
Sinking Fund	1,254,904.82	1,043,204.05
<u>TOTAL</u>	<u>\$ 1,327,557.68</u>	<u>\$ 1,117,529.33</u>
<u>THESE FUNDS ARE REPRESENTED BY</u>		
<u>CURRENT ASSETS</u>		
Gst On Capital	1,324.38	1,314.81
Cash At Bank	727,962.64	219,170.20
Accrued Income	24,287.59	19,224.28
B O Q Stratacash A/C 1	367,196.98	350,000.00
B O Q Stratacash A/C2	424,695.36	410,021.64
B O Q Stratacash A/C 3	157,520.55	150,000.00
Prepaid Expenses	7,488.47	10,986.33
Levies Billed Not Yet Due	14,180.72	14,129.94
Levies Pre-Paid	387.90	333.25
Levies In Arrears	8,764.27	8,170.47
Other Arrears	7,872.35	17,310.18
<u>NON-CURRENT ASSETS</u>		
<u>TOTAL ASSETS</u>	<u>1,741,681.21</u>	<u>1,200,661.10</u>
<u>LIABILITIES</u>		
Gst Clearing A/C	(1,591.67)	(1,308.46)
Creditors	(10,148.00)	0.00
Accrued Expenses	335,190.03	994.83
Levies Billed Not Yet Due	14,180.72	14,129.94
Levies Pre-Paid	387.90	333.25
Levies In Advance	67,732.45	60,353.67
Other Payments In Advance	8,372.10	8,628.54
<u>TOTAL LIABILITIES</u>	<u>414,123.53</u>	<u>83,131.77</u>
<u>NET ASSETS</u>	<u>\$ 1,327,557.68</u>	<u>\$ 1,117,529.33</u>

Demeio Greens CTS 42612

65-87 Demeio Road Berrinba QLD 4117

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MAY 2024 TO 30 APRIL 2025

	ACTUAL 01/05/24-30/04/25	BUDGET 01/05/24-30/04/25	%	ACTUAL 01/05/23-30/04/24
<u>ADMINISTRATIVE FUND</u>				
<u>INCOME</u>				
Levies - Administrative Fund	251,285.76	251,286.51	100.00	244,999.67
Insurance Premium Reimbursemnt	53,180.72	53,173.21	100.01	59,459.72
Interest On Overdue Levies	3,273.63	0.00		5,752.16
Gst On Income	(27,678.76)	(27,678.16)	100.00	(27,678.12)
<u>TOTAL ADMIN. FUND INCOME</u>	280,061.35	276,781.56		282,533.43
<u>EXPENDITURE - ADMIN. FUND</u>				
<u>AUDIT & TAXATION COSTS</u>				
Independent Audit Fee	0.00	1,720.40	0.00	0.00
Independent Audit File Prep	0.00	739.20	0.00	0.00
Bas Lodgement	1,012.00	1,012.00	100.00	1,012.00
Income Tax Return	220.00	220.00	100.00	220.00
<u>BANK & FINANCIAL CHARGES</u>				
Stratapay Transaction Fee	434.30	500.00	86.86	472.25
<u>UTILITIES</u>				
Electricity - Common Areas	1,916.74	2,000.00	95.84	1,201.70
Electricity Govt Rebate No Gst	(650.00)	0.00	0.00	0.00
Cold Water - Common -No Gst	9,810.82	12,500.00	78.49	11,983.82
<u>INSURANCE</u>				
Insurance Premium	52,653.43	54,268.45	97.02	58,485.69
Insurance Stamp Duty - No Gst	4,670.56	4,812.89	97.04	5,203.99
Insurance Claim Expenses	0.00	0.00	0.00	7,639.50
Insurance Claim Rec - No Gst	0.00	0.00	0.00	(3,895.00)
<u>CARETAKER/BUILDING MANAGER</u>				
Caretaker Contract	163,084.70	163,114.16	99.98	156,802.98
<u>PROFESSIONAL ADVICE/FEES</u>				
Debt Recovery	63.80	0.00		25.30
Debt Recovery - Legal File	44.00	0.00		(44.00)
Advice - Strata Additional	4,256.20	2,500.00	170.25	2,344.80
Advice - Maintenance	44.00	0.00		0.00
<u>LICENCES & PERMITS FEE</u>				
Backflow Registration - No Gst	256.00	360.00	71.11	360.00
Software & Records Storage	2,217.60	2,217.60	100.00	2,217.60
<u>COMPLIANCE</u>				
Report - Whs	0.00	1,200.00	0.00	642.00
<u>PEST CONTROL</u>				
Pest Control Treatment	0.00	100.00	0.00	88.00
Termite Treatment	0.00	0.00	0.00	5,841.00
Annual Termite Inspection	6,195.00	6,000.00	103.25	0.00
<u>ELECTRICAL</u>				

Demeio Greens CTS 42612

65-87 Demeio Road Berrinba QLD 4117

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MAY 2024 TO 30 APRIL 2025

	ACTUAL 01/05/24-30/04/25	BUDGET 01/05/24-30/04/25	%	ACTUAL 01/05/23-30/04/24
R&M - Electrical General	1,358.50	1,000.00	135.85	0.00
R&M - Lighting	0.00	0.00	0.00	570.41
R&M - Antenna/Matv	0.00	0.00	0.00	269.39
<u>PLUMBING</u>				
Plumbing General	1,809.50	2,500.00	72.38	2,145.00
Backflow Device Testing	220.00	240.00	91.67	231.00
<u>BUILDING GENERAL</u>				
R&M - Building General	4,715.00	2,500.00	188.60	1,130.00
R&M - Roof/Gutters	5,280.00	5,000.00	105.60	600.00
<u>GARDENS/GROUNDS</u>				
R&M - Grounds General	0.00	1,000.00	0.00	0.00
R&M - Mulching	3,308.13	5,000.00	66.16	0.00
<u>EQUIPMENT/FURNITURE</u>				
R&M - Gym Equipment	0.00	1,000.00	0.00	0.00
<u>POOL/SPA</u>				
Pool Maintenance	(53.77)	700.00	(7.68)	660.00
Pool/Spa Chemical	4,164.26	3,700.00	112.55	3,522.21
Pool Fence Safety Inspe No Gst	199.95	250.00	79.98	0.00
<u>BODY CORPORATE MANAGEMENT</u>				
Fixed Price -Management Time	23,239.32	23,244.58	99.98	16,606.08
Fixed Price - Disbursements	8,504.70	8,507.00	99.97	6,076.80
Variable Disbursements	1,137.74	500.00	227.55	357.79
<u>MISC</u>				
Prior Year Adjustment	7,739.52	0.00		0.00
<u>GST</u>				
Gst On Expenses	(26,118.23)	(26,407.60)	98.90	(25,035.65)
<u>TOTAL ADMIN. EXPENDITURE</u>	281,733.77	281,998.68		257,734.66
<u>SURPLUS / DEFICIT</u>	\$ (1,672.42)	\$ (5,217.12)		\$ 24,798.77
Opening Admin. Balance	74,325.28	74,325.28	100.00	49,526.51
<u>ADMINISTRATIVE FUND BALANCE</u>	\$ 72,652.86	\$ 69,108.16		\$ 74,325.28

Demeio Greens CTS 42612

65-87 Demeio Road Berrinba QLD 4117

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MAY 2024 TO 30 APRIL 2025

	ACTUAL 01/05/24-30/04/25	BUDGET 01/05/24-30/04/25	%	ACTUAL 01/05/23-30/04/24
<u>SINKING FUND</u>				
<u>INCOME</u>				
Levies - Sinking Fund	198,000.00	198,000.00	100.00	197,999.98
<u>INTEREST</u>				
Interest Received	39,391.25	40,000.00	98.48	14,032.60
Accrued Interest	5,063.31	0.00		19,224.28
Gst On Income	(18,000.00)	(18,000.00)	100.00	(18,000.00)
<u>TOTAL SINKING FUND INCOME</u>	224,454.56	220,000.00		213,256.86
<u>EXPENDITURE - SINKING FUND</u>				
<u>INSURANCE CLAIMS</u>				
Insurance Claims Expenses	222,648.86	0.00		0.00
Insurance Claims Recd No Gst	(222,648.86)	0.00	0.00	0.00
<u>PLUMBING</u>				
Plumbing - General	18,150.00	0.00		5,467.00
<u>BUILDING</u>				
Doors	0.00	0.00	0.00	660.00
Roof Repair/Restoration	0.00	0.00	0.00	4,140.00
Signage	0.00	0.00	0.00	236.00
<u>GARDENS/GROUNDS</u>				
Fencing/Gates	2,711.50	0.00		0.00
Gardens - Tree Work	1,045.00	0.00		0.00
<u>POOL/SPA</u>				
Pool - Equipment	3,540.00	0.00		1,553.00
Pool - Resurfacing	6,745.00	0.00		4,750.00
<u>TAXATION</u>				
Payg Instalment Tax Adjustment	3,729.60	0.00		0.00
<u>GST</u>				
Gst On Expenses	(23,167.31)	0.00	0.00	(1,506.36)
<u>TOTAL SINK. FUND EXPENDITURE</u>	12,753.79	0.00		15,299.64
<u>SURPLUS / DEFICIT</u>	\$ 211,700.77	\$ 220,000.00		\$ 197,957.22
Opening Sinking Fund Balance	1,043,204.05	1,043,204.05	100.00	845,246.83
<u>SINKING FUND BALANCE</u>	\$ 1,254,904.82	\$ 1,263,204.05		\$ 1,043,204.05

Details of improvements to common property that the lot owner is responsible for

The prospective purchaser of the lot will automatically become responsible for any improvements to common property that were made by the current or previous owner/s of that lot.

By definition, any part of the building that is not original to the construction is an "improvement" - a thing that was added, modified, or removed later by an owner at the time of that lot. The responsibility for an improvement always rests with the current owner of the lot.

Example of an improvement to common property by a lot owner:

In a building format plan townhouse scheme, Lot 1 requests approval to install an awning over their front entry door, so they can be protected from rain as they unlock their front door. The body corporate approves this request, but the installation is made by Lot 1 at their own cost.

The installation of the awning is technically located on the common property (being on the exterior of the lot). Had that awning been original to the development, it would have been a body corporate obligation to maintain it based on its location on common property.

However, as it is an 'improvement to common property' made by Lot 1 for their own benefit, that awning will forever be the maintenance responsibility of Lot 1. If Lot 1 sells, the future owner of Lot 1 will inherit the responsibility.

The following information is provided by the Queensland Government:

An owner can make an improvement to common property if approved by the committee or the body corporate at a general meeting.

The committee can approve an improvement by an owner if the:

- *total cost is less than \$3,000*
- *improvement does not detract from the appearance of a lot*
- *body corporate is satisfied that the use and enjoyment of the improvement is not likely to be a breach of the owner's duties as an occupier (e.g. by causing a nuisance to others in the scheme).*

If the committee cannot approve the work it must be authorised by ordinary resolution at a general meeting.

The owner must:

- *comply with any conditions of approval, and*
- *maintain the improvement.*

When an improvement is made to the common property by a lot owner they must give the body corporate details of the type of work and value of the improvement.

If the improvement increases the body corporate's insurance premium, the owner may have to pay the extra.

From <<https://www.qld.gov.au/law/housing-and-neighbours/body-corporate/maintenance/improvements>>

How to identify a specific obligation

Improvements to common property include both:

- *Authorised improvements (being approved at either a committee meeting or general meeting; AND*
- *Unauthorised improvements (i.e. improvements made without approval).*

As improvements may have been made without obtaining the body corporate's approval (*unauthorised improvements*), the absence of approval records does not guarantee that the thing is an original part of the common property.

Common examples of improvements:

The following are common examples of improvements made to common property by and for the benefit of a lot:

- Air-conditioner condensers situated on the exterior of a building
- Private (non-shared) hot water systems
- Additional door locks, electronic locks, peep-holes,
- Security screen doors, flyscreens or insect screens
- External shutters and blinds on windows, or on balconies or patios
- Solar panels and associated equipment
- Security cameras, electronic doorbells
- Motors on garage roller doors and tilt doors (where the original construction was manually operated doors)
- Internet cabling, TV antenna, satellite dish
- Enhanced or new areas of garden directly adjacent to the lot
- Changes to the exterior ground surface - Pavers, pathways, gravel, garden beds, fencing
- Changes to any patio, terrace, courtyard area which is subject to an exclusive use by-law
- Garden sheds
- Carports and carport slabs
- Window awnings

Historical improvements

Improvements may have been made at any time from the original construction, to the current date. In older schemes, improvements may have been made over a very long period of time. The responsibility to maintain those aged improvements still transfers to the current owner of the lot, though they may be more difficult to identify with certainty.

By definition, any part of the building that is not original to the construction is an "improvement" - a thing that was added, modified, or removed later by an owner at the time of that lot.

Improvement as a 'removal' of something

The *removal* of something may also be an 'improvement' for which a lot owner is responsible.

If for example a lot owner requested permission to remove some lattice or fencing from common property to improve the view out of their window, then a subsequent owner of that lot could not expect the body corporate to reinstate that lattice or fencing later.

If the reinstatement of the lattice or fencing was required later, that would be a cost for the owner of lot which originally had it removed.

Further right to information

A prospective purchaser is eligible to inspect the full records of the body corporate for a minor statutory cost. The buyer may inspect personally, or may appoint an agent to inspect the records on their behalf.

A full records inspection may identify the relevant minutes of the meeting at which an improvement was approved (if it is an authorised improvement), or may identify other correspondence or records identifying improvements for which the lot owner is responsible to maintain.

- ☒ 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
- ☐ Superseced and Historic Planning Schemes

SEARCH PROPERTIES

Lot 22 SP 234635

Property Details

Zoom to

Planning Scheme

Logan Planning Scheme 2015 V9.2 with TLPI 1/2...

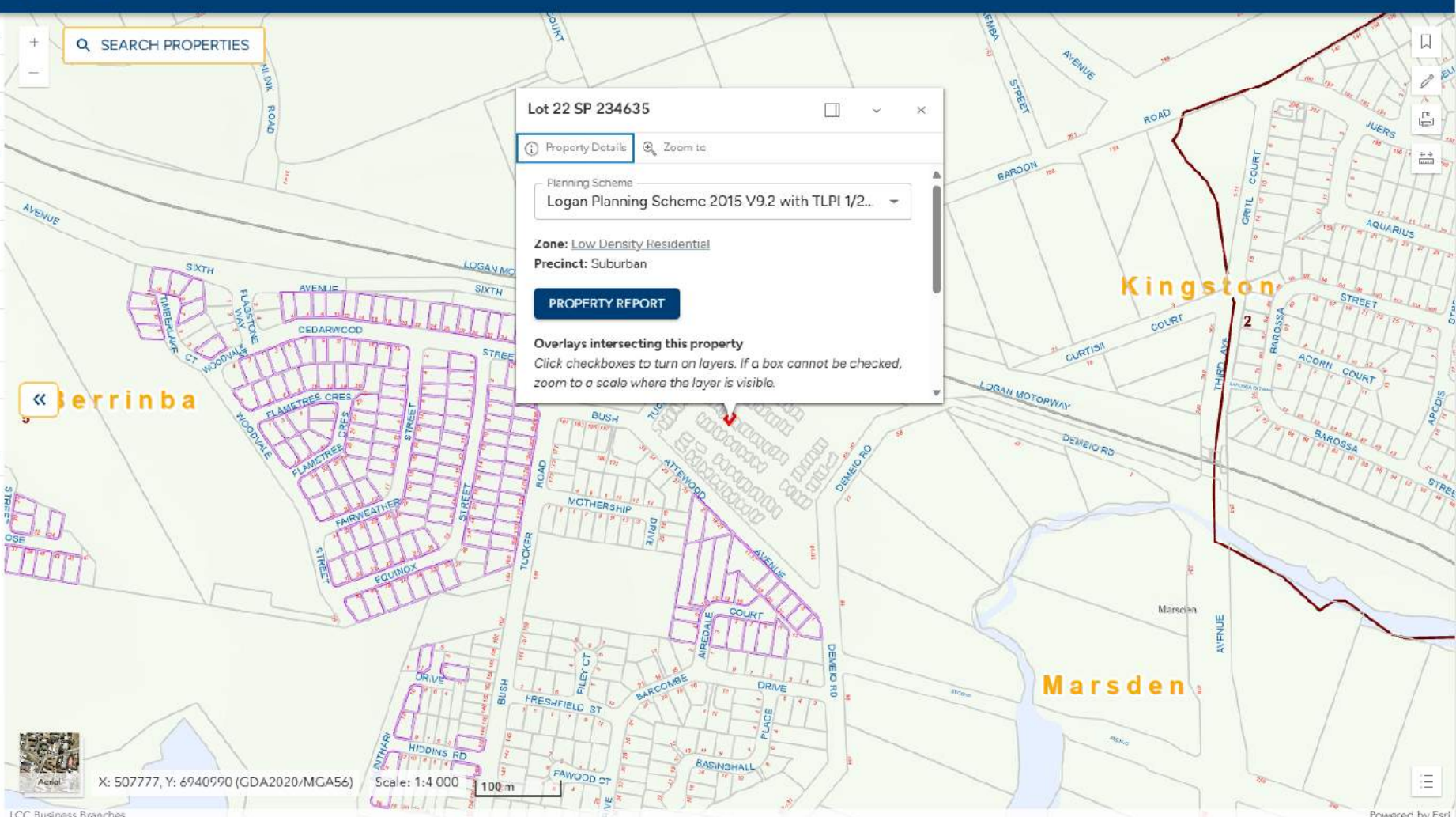
Zone: Low Density Residential

Precinct: Suburban

PROPERTY REPORT

Overlays intersecting this property

Click checkboxes to turn on layers. If a box cannot be checked, zoom to a scale where the layer is visible.



X: 507777, Y: 6940590 (GDA2020/MGA56)

Scale: 1:4 000

100 m

LCC Business Branches

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[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

Job ID 51270609
25-1782



[Review responses online](#) ↗



Received 6 of 6 responses
All responses received

Demeio Greens Unit 22 65-87 Demeio Rd,
Berrinba QLD 4117

Job dates
25/09/2025 → 25/09/2025

These plans expire on
23 Oct 2025

Lodged by
Janelle May

Authority	Status	Page
✉ BYDA Confirmation		2
🏢 Energex QLD	Received	4
🏢 Logan City Council	Received	48
🏢 NBN Co Qld	Received	54
🏢 Optus and or Uecomm Qld	Received	66
🏢 Telstra QLD FA	Received	80
🏢 Transurban	Received	90



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



Zero damage - Zero harm - Zero disruption

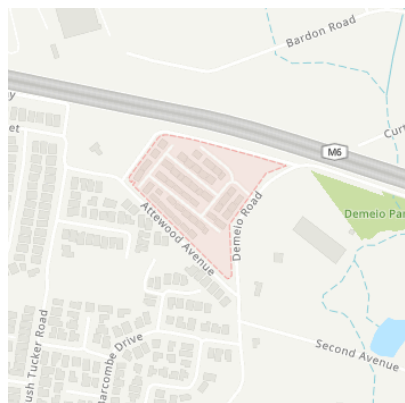
Contact Details

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
25/09/2025	25/09/2025	25/09/2025	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
25-1782	Demeio Greens Unit 22 65-87 Demeio Rd Berrinba QLD 4117	-

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
261692180	Energex QLD	13 12 53	NOTIFIED
261692179	Logan City Council	(07) 3412 3412	NOTIFIED
261692177	NBN Co Qld	1800 687 626	NOTIFIED
261692178	Optus and or Uecomm Qld	1800 505 777	NOTIFIED
261692181	Telstra QLD FA	1800 653 935	NOTIFIED
261692176	Transurban	(07) 3182 2421	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.



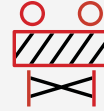
Prepare

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

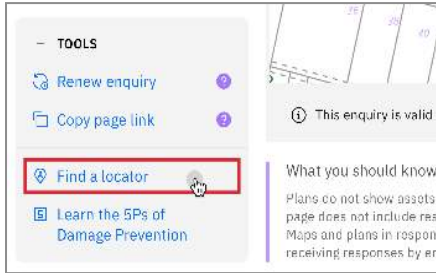
Protecting and supporting the exposed infrastructure is the responsibility of the excavator. Always erect safety barriers in areas of risk and enforce exclusion zones.



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 51270609

Energex QLD

Referral

261692180

Member Phone

13 12 53

Responses from this member

Response received Thu 25 Sep 2025 12.08pm

File name	Page
Response Body	5
261692180 - Energex Plan.pdf	8
Working Near Overhead and Underground Electric Lines.pdf	15
Energex BYDA Terms and Conditions.pdf	43

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:

Janelle May

BYDA Enquiry No:

261692180

Company:

Not Supplied

Date of Response:

25 Sep 2025

Search Location:

Demeio Greens Unit 22 65-87 Demeio Rd
Berrinba,
QLD 4117

Period of Plan Validity:

4 Weeks

External Comments (if any):

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

It is important that You note:

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

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

NOTE: Where Your proposed work location contains ENERGEX 33kV or greater Underground cables please access the [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 \(for PDF files\)](#)



BYDA

Sequence: 261692180
Date: 25/09/2025
Scale: 1:1538
Tile No: **OVERVIEW**

CAUTION - HIGH VOLTAGE

LEGEND

- Substation
- Cable Marker
- Pit
- Pole
- Pillar
- LV Cable (up to 1kV)
- HV Cable (1kV - <33kV)
- HV Cable (33kV and over)
- Pit Boundary
- Planned Work Area

AS5488 Category "D" Plan



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BYDA

Sequence: 261692180
Date: 25/09/2025
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



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BYDA

Sequence: 261692180
Date: 25/09/2025
Scale: 1:500
Tile No: **Tile No: 2**

CAUTION - HIGH
VOLTAGE

LEGEND

- Substation
- Cable Marker
- Pit
- Pole
- Pillar
- LV Cable (up to 1kV)
- HV Cable (1kV - <33kV)
- HV Cable (33kV and over)
- Pit Boundary
- Planned Work Area

AS5488 Category "D" Plan



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BYDA

Sequence: 261692180
Date: 25/09/2025
Scale: 1:500
Tile No: **Tile No: 3**

CAUTION - HIGH VOLTAGE

LEGEND

- Substation
- Cable Marker
- Pit
- Pole
- Pillar
- LV Cable (up to 1kV)
- HV Cable (1kV - <33kV)
- HV Cable (33kV and over)
- Pit Boundary
- Planned Work Area

AS5488 Category "D" Plan



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BYDA

Sequence: 261692180
Date: 25/09/2025
Scale: 1:500
Tile No: **Tile No: 4**

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



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BYDA

Sequence: 261692180
Date: 25/09/2025
Scale: 1:500
Tile No: **Tile No: 5**

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



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BYDA

Sequence: 261692180
Date: 25/09/2025
Scale: 1:500
Tile No: **Tile No: 6**

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



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Scan to provide feedback

ELECTRICITY ENTITY REQUIREMENTS - WORKING NEAR OVERHEAD AND UNDERGROUND ELECTRIC LINES



Part of Energy Queensland

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

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

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

Key tools and equipment: N/A

Note:

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

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

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

[Table of Contents](#)

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

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

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

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

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

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

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

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

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

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

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

PROCEDURE / INSTRUCTIONS

1.2.1 Work near overhead electric lines

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

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

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

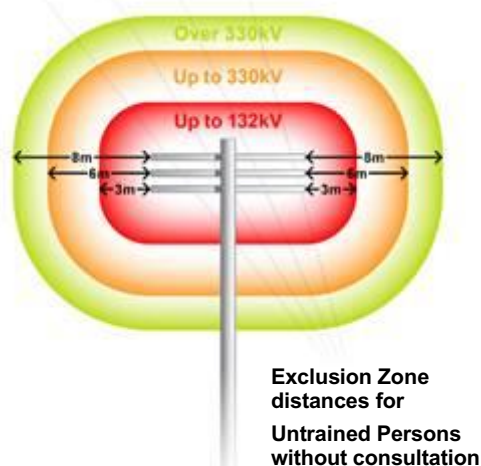
1.2.2 Exclusion Zones

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

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

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

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



PROCEDURE / INSTRUCTIONS**Exclusion Zone – Untrained Person (distances in mm)**

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

Information extracted from Electrical Safety Regulation 2013 Schedule 2

PROCEDURE / INSTRUCTIONS**Exclusion Zone – Instructed Person and Authorised Person (distances in mm)**

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

Information extracted from Electrical Safety Regulation 2013 Schedule 2

1.2.3 Work near underground electrical lines (underground electrical assets)

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

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

1.3. Obtaining Safety Advice

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

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

PROCEDURE / INSTRUCTIONS

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

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

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

1.4. Authorised Person and how to become one?

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

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

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

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

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

By phone

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

By email

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

Website

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

PROCEDURE / INSTRUCTIONS**2. OVERHEAD ELECTRIC LINES**

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

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

PROCEDURE / INSTRUCTIONS

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

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

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

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

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

2.2. Operating Plant

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

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

PROCEDURE / INSTRUCTIONS

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

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

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

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

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

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



2.3. Scaffolding Requirements

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

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

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

The scaffolding can be either:

- nonconductive material scaffolding; or

PROCEDURE / INSTRUCTIONS

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

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

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

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

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

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

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

PROCEDURE / INSTRUCTIONS

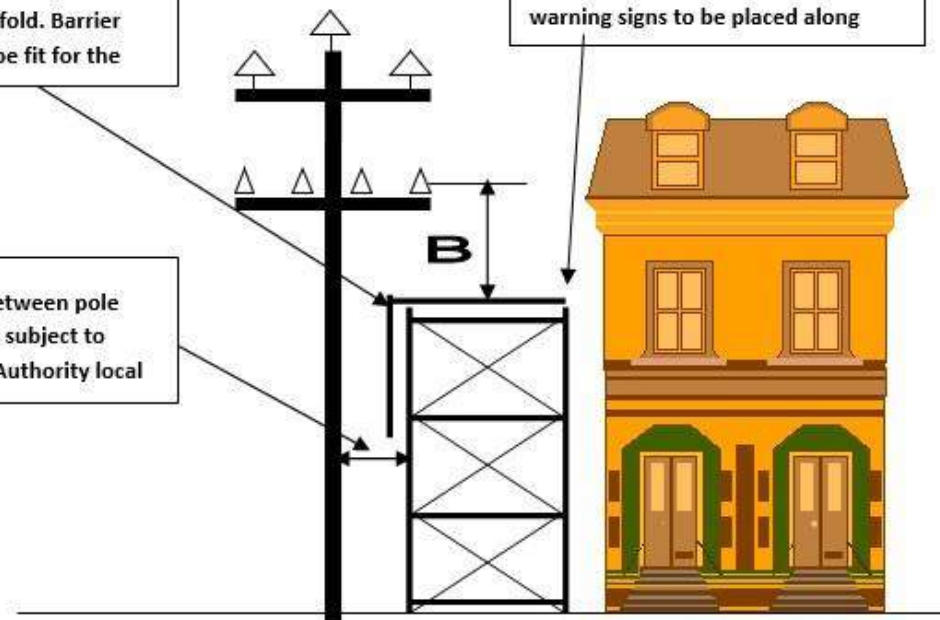
Barrier fixed securely to the face of the scaffold. Barrier material must be fit for the intended purpose.



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

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					

*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.

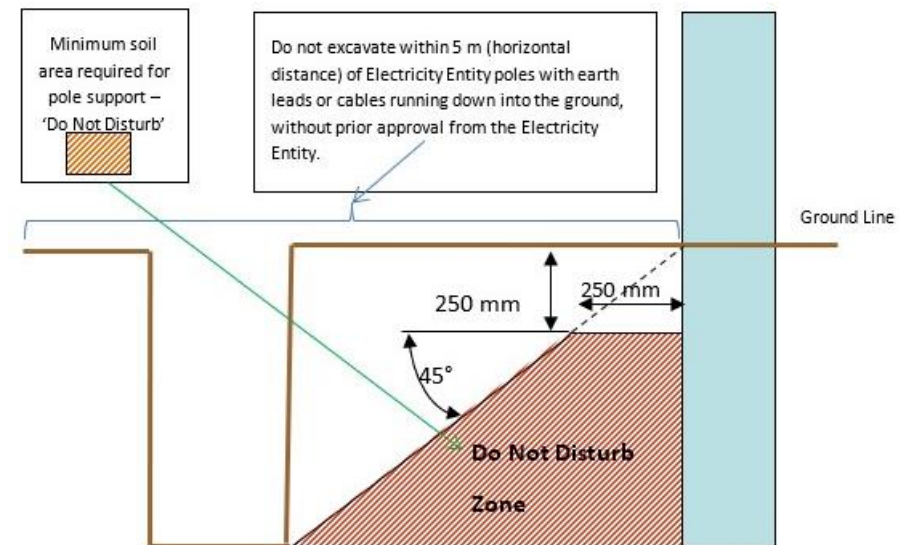


Figure 1 - Do Not Disturb Zone requirements when excavating near poles

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

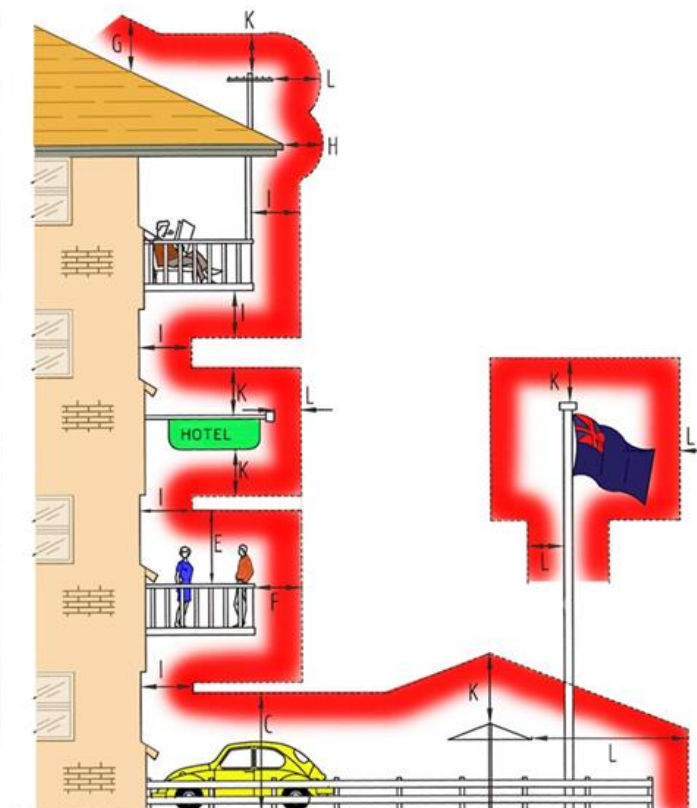
A	Crossing the carriageway, roadway	VERTICALLY	5.5m	5.5m	6.7m
A1	Designated "Over Dimension Routes"	VERTICALLY	7.0m	7.0m	7.5m
B	At other positions, footpath	VERTICALLY	5.5m	5.5m	5.5m
C	Other than roads but trafficable	VERTICALLY	5.5m	5.5m	5.5m
C1	Areas totally inaccessible to traffic or mobile machinery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

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Life threatening emergencies only triple zero (000) or [13 19 62](tel:131962)

E: custserve@energex.com.au

E: byda@energyq.com.au

ABN: 40 078 849 055

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

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

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

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

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

IMPORTANT NOTES:

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

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

Records:

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

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

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

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

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

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

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

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

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

Location of Assets:

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

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

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

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

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

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Life threatening emergencies only triple zero (000) or [13 19 62](tel:131962)

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ABN: 40 078 849 055



Asset Installation Methods:

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

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

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

Excavating Near Assets:

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

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

Excavating Parallel to Assets:

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

Separation from Assets:

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

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

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

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

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

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

Excavating Across Assets:

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

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Heavy Machinery Operation Over Assets:

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

Directional Boring Near Assets:

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

Explosives:

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

Damage Reporting:

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

If any Damaged Asset is found:

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

Solutions and Assistance:

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

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

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

Vacuum Excavations (Hydro Vac)

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

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

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

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

Safety Notices (Underground Work)

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

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

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

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ABN: 40 078 849 055



Job ID 51270609

Logan City Council

Referral
261692179

Member Phone
(07) 3412 3412

Responses from this member

Response received Thu 25 Sep 2025 11.36am

File name	Page
Response Body	49
261692179.pdf	50

Request: 261692179 Enquirer: - 3753382 Contact: Janelle May Email: property@stanfordlegal.au Phone: +61483980010 Address: 145 Sinnathamby Boulevard Springfield Central QLD 4300 Site Address: Demeio Greens Unit 22 65-87 Demeio Rd Berrinba QLD 4117 Activity: Conveyancing Job Number: 51270609

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.gov.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	261692179
Enquiry Date	25/09/2025 11:36
Response	AFFECTED
Address	Demeio Greens Unit 22 65-87 Demeio Rd Berrinba
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.

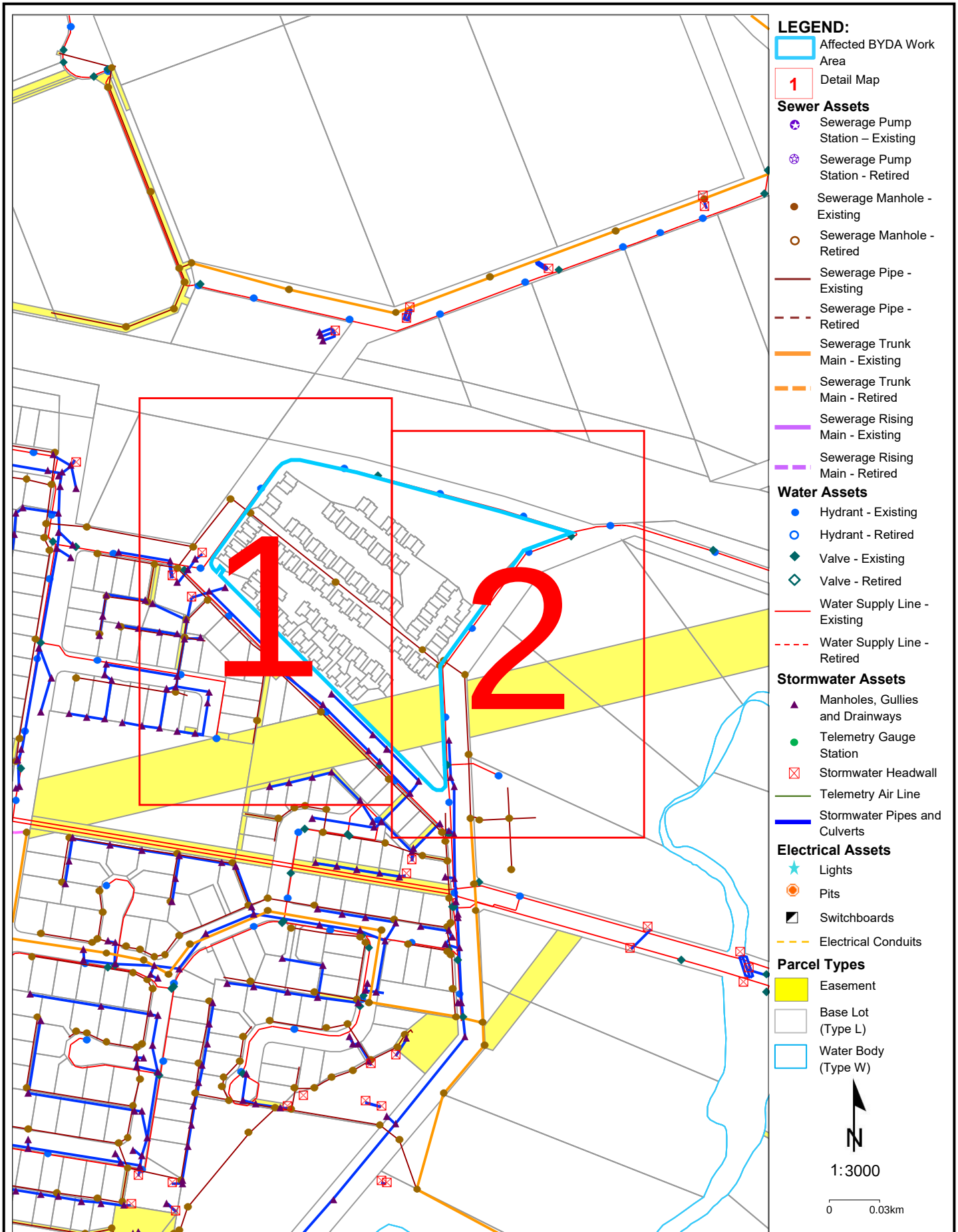
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Logan City Council's infrastructure dates back over many years and may include manufactured materials containing asbestos. You are solely responsible for ensuring that appropriate care is taken at all times and that you comply with all mandatory requirements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

Overview Map

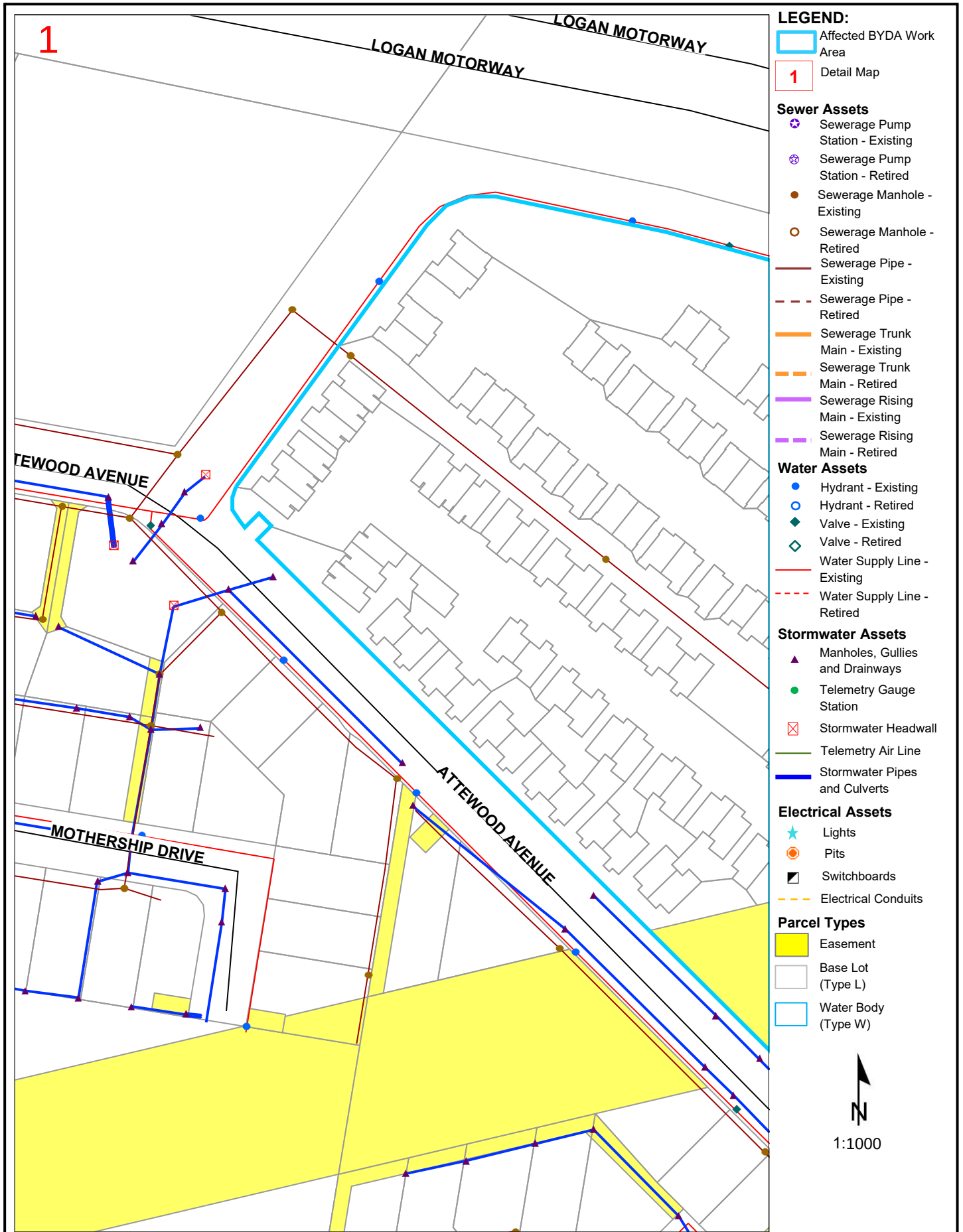
Sequence No: 261692179

Demeio Greens Unit 22 65-87 Demeio Rd Berrin



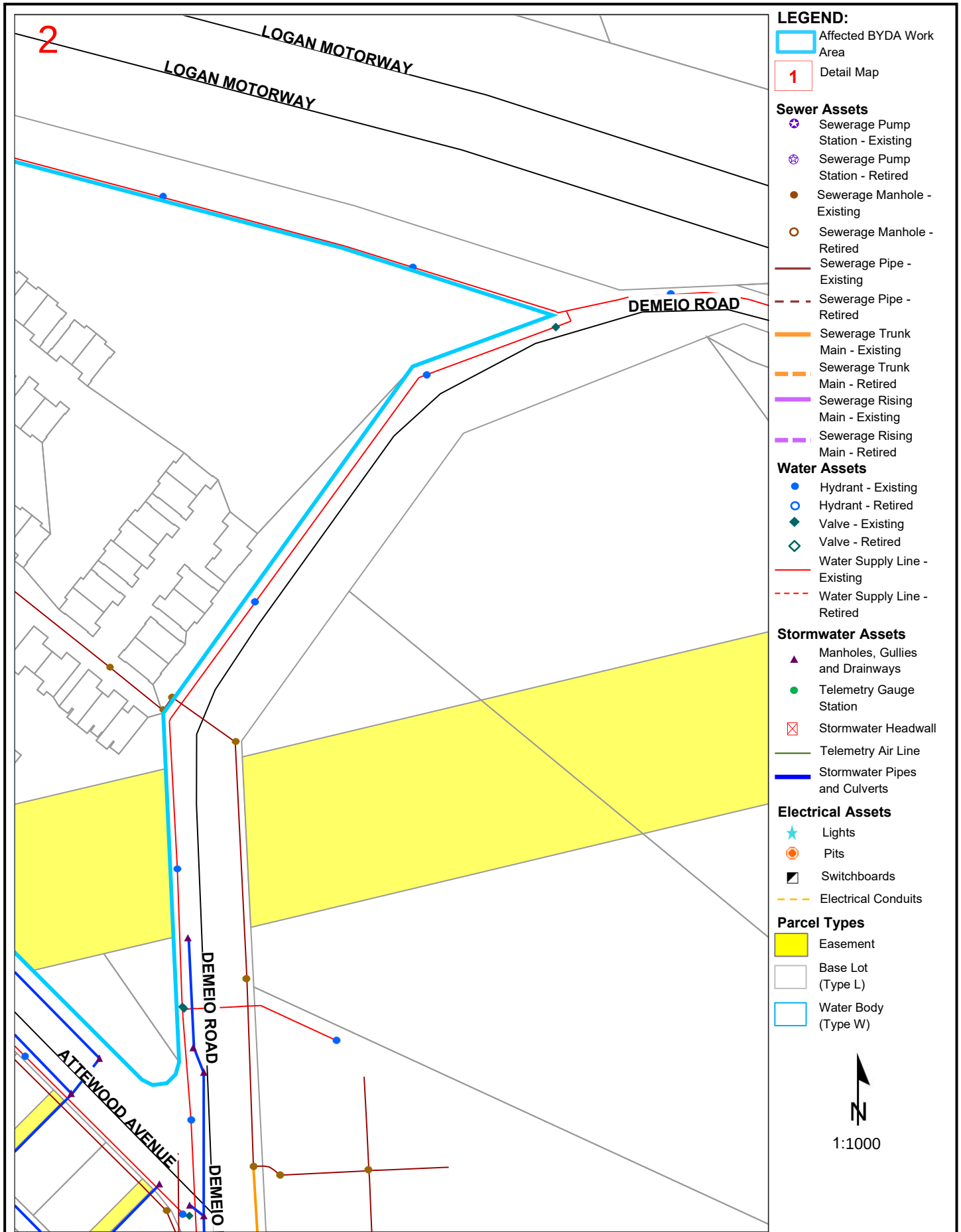
Disclaimer: The plans are indicative only and while all reasonable care has been taken in producing this information, Logan City Council does not warrant the accuracy, completeness or currency of this information and accepts no responsibility for, or in connection with any loss or damage suffered as 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 51270609

NBN Co Qld

Referral

261692177

Member Phone

1800 687 626

Responses from this member

Response received Thu 25 Sep 2025 11.45am

File name	Page
Response Body	55
261692177_20250925_014512326689_1.pdf	56
4678_NBN_Dial_Before_You_Dig_Poster_20170517.pdf	60
Disclaimer_261692177_20250925_014512326689.pdf	62

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

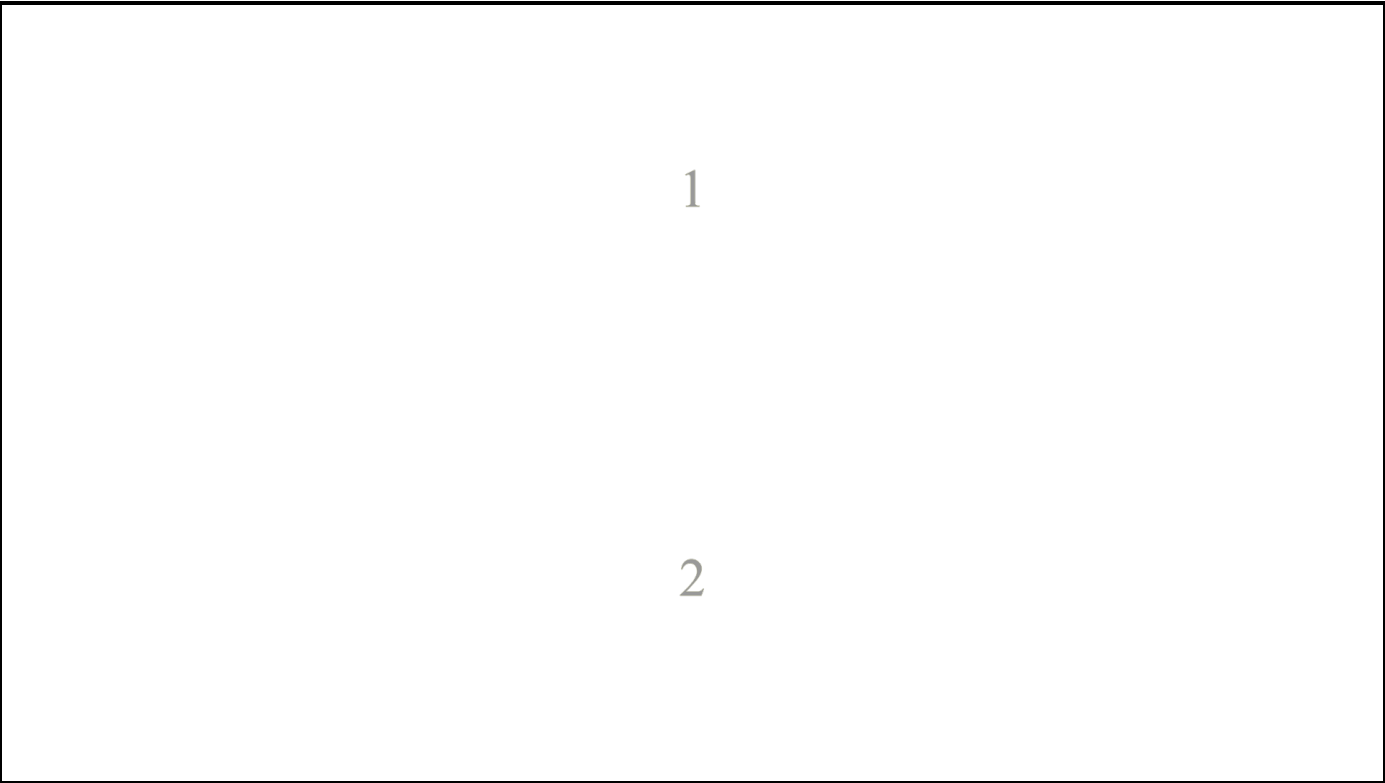
This e-mail is intended only to be read or used by the addressee. It is confidential and may contain legally privileged information. If you are not the addressee indicated in this message (or responsible for delivery of the message to such person), you may not copy or deliver this message to anyone, 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

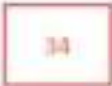
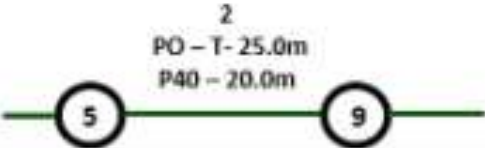
Please Do Not Reply To This Mail

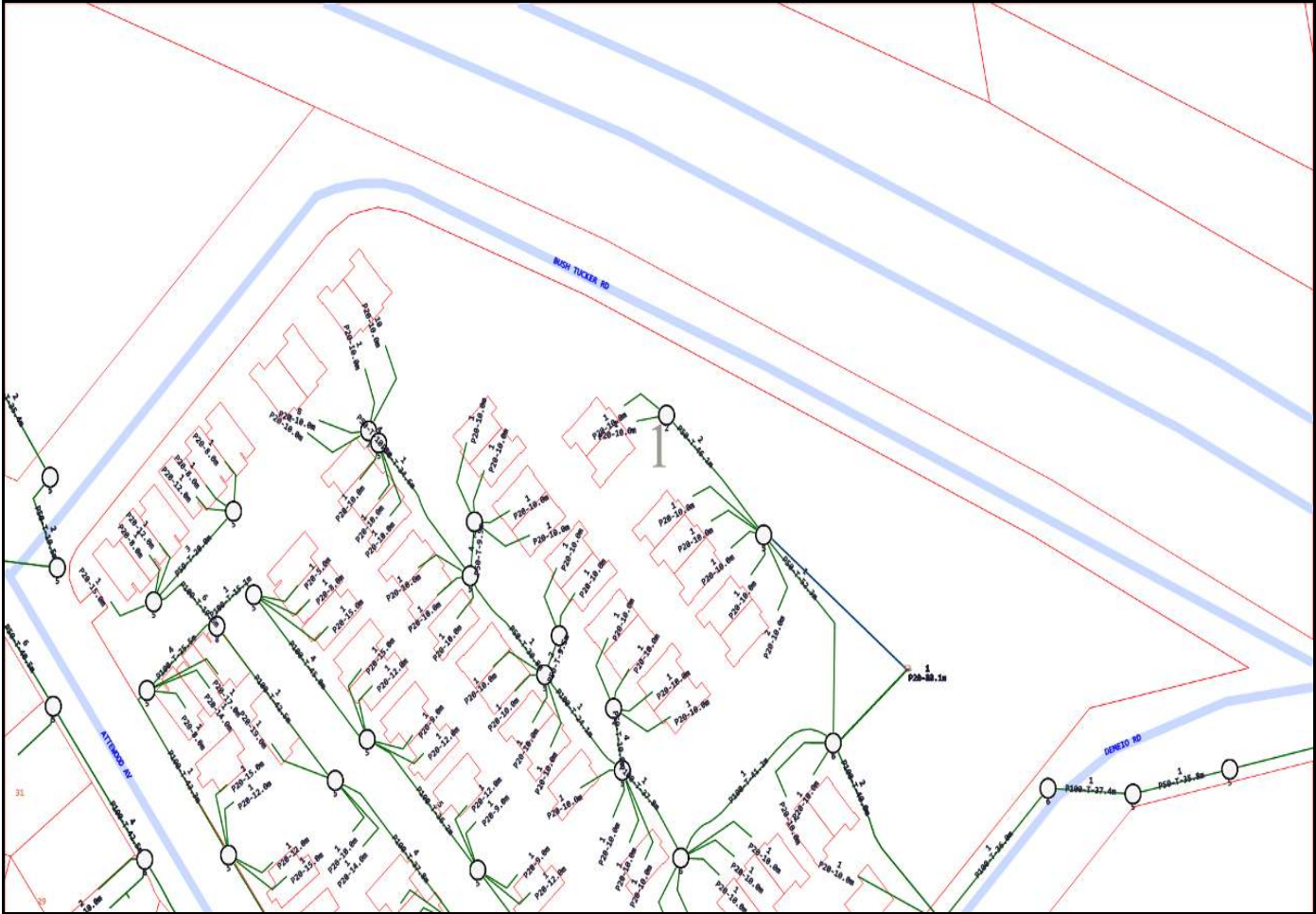
To: Janelle May
Phone: Not Supplied
Fax: Not Supplied
Email: property@stanfordlegal.au

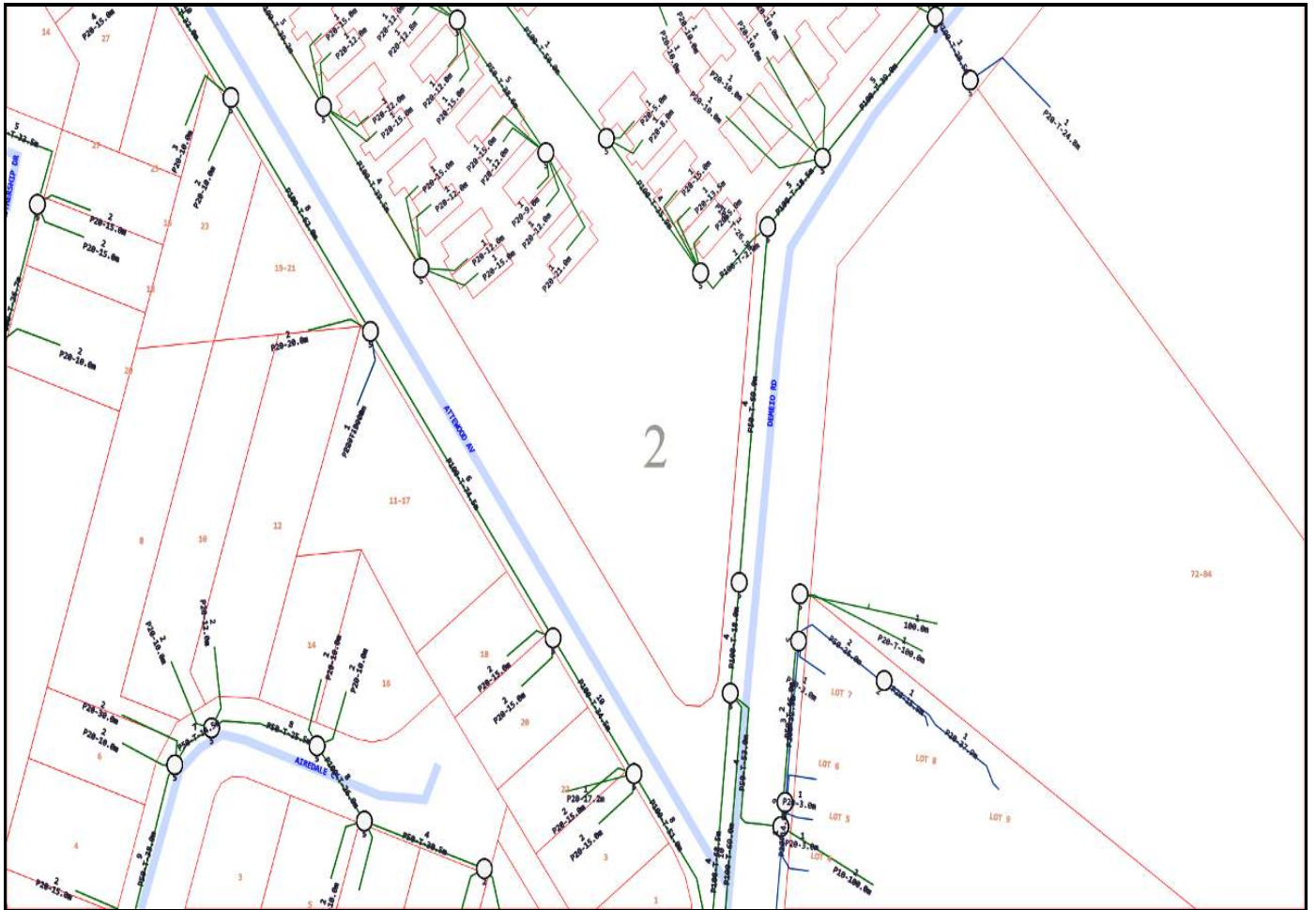
Dial before you dig Job #:	51270609	
Sequence #	261692177	
Issue Date:	25/09/2025	
Location:	Demeio Greens Unit 22 65-87 Demeio Rd , Berrinba , QLD , 4117	

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	0204060  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.



Working near nbn™ cables

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

Practice safe work habits

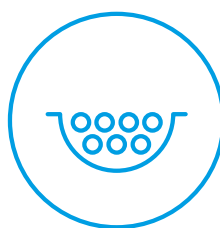
Once the DBYD plans are reviewed, the Five P's of Excavation should be adopted in conjunction with your safe work practices (which must be compliant with the relevant state Electrical Safety Act and Safe Work Australia "Excavation Work Code of Practice", as a minimum) to ensure the risk of any contact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



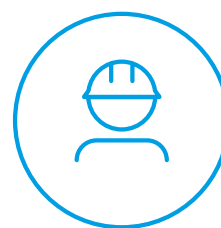
Plan: Plan your job by ensuring the plans received are current and apply to the work to be performed. Also check for any visual cues that may indicate the presence of services not covered in the DBYD plans.



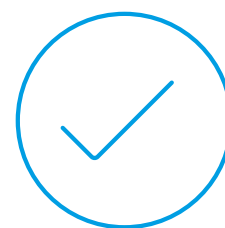
Prepare: Prepare for your job by engaging a DBYD Certified Plant Locator to help interpret plans and identify on-site assets. Contact **nbn** should you require further assistance.



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

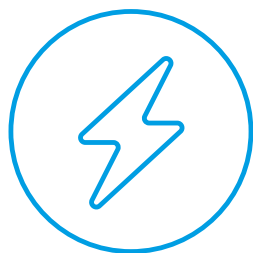


Protect: Protecting and supporting the exposed **nbn** underground asset is the responsibility of the worker. Exclusion zones for **nbn** assets are clearly stated in the plan and appropriate controls must be implemented to ensure that encroachment into the exclusion zone by machinery or activities with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

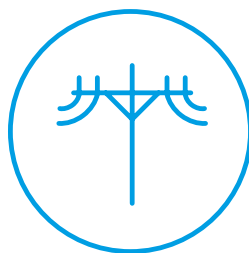


Proceed: Proceed only when the appropriate planning, preparation, potholing and protective measures are in place.

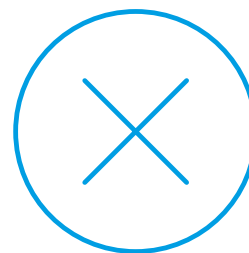
Working near **nbn**[™] cables



Identify all electrical hazards, assess the risks and establish control measures.



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



Workers and equipment must maintain safety exclusion zones around power lines.

Once all work is completed, the excavation should be re-instated with the same type of excavated material unless specified by **nbn**. Please note:

- Construction Partners of **nbn** may require additional controls to be in place when performing excavation activities.
- The information contained within this pamphlet must be used in conjunction with other material supplied as part of this request for information to adequately control the risk of potential asset damage.

Contact

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

Disclaimer

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

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

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To: Janelle May
Phone: Not Supplied
Fax: Not Supplied
Email: property@stanfordlegal.au

Before You Dig Australia Job #:	51270609	
Sequence #	261692177	
Issue Date:	25/09/2025	
Location:	Demeio Greens Unit 22 65-87 Demeio Rd , Berrinba , QLD , 4117	

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

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

State/Territory	Documents
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: 25/09/2025

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Job ID 51270609

Optus and or Uecomm Qld

Referral
261692178

Member Phone
1800 505 777

Responses from this member

Response received Thu 25 Sep 2025 1.17pm

File name	Page
Response Body	67
261692178 - Optus Plan.pdf	68
261692178 - Optus Response Letter.pdf	69

Optus - Before You Dig Australia - REFERRAL NOTIFICATION

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

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

If you have any queries or attachments missing please contact:

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

You will require Adobe Reader to view attachments.

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

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

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

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

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



Tile No: 1

WARNING: This document is confidential and may also be privileged. Confidentiality nor privilege is not waived 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 our records is believed to be accurate, but no responsibility is assumed for any error or omission. Optus Plans and information supplied are valid for 30 days from the date of issue. If this timeline has elapsed, please raise a new enquiry.

Sequence Number: 261692178

Date Generated: 25 Sep 2025



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





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

Date: 25 Sep 2025
To: Janelle May
Company: Not Supplied
Address: 145 Sinnathamby Boulevard
Springfield Central, QLD 4300

ENQUIRY DETAILS

Location: Demeio Greens Unit 22 65-87 Demeio Rd, Berrinba, QLD 4117
Sequence No.: 261692178
BYDA Reference: 51270609

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

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

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

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

IMPORTANT INFORMATION

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

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

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

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

DUTY OF CARE

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

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

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

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

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

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

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

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

ASSET RELOCATIONS

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

APPROACH DISTANCES

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

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

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

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

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

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

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

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

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

ASSET CLEARANCES AFTER COMPLETION OF WORKS

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

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

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

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

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

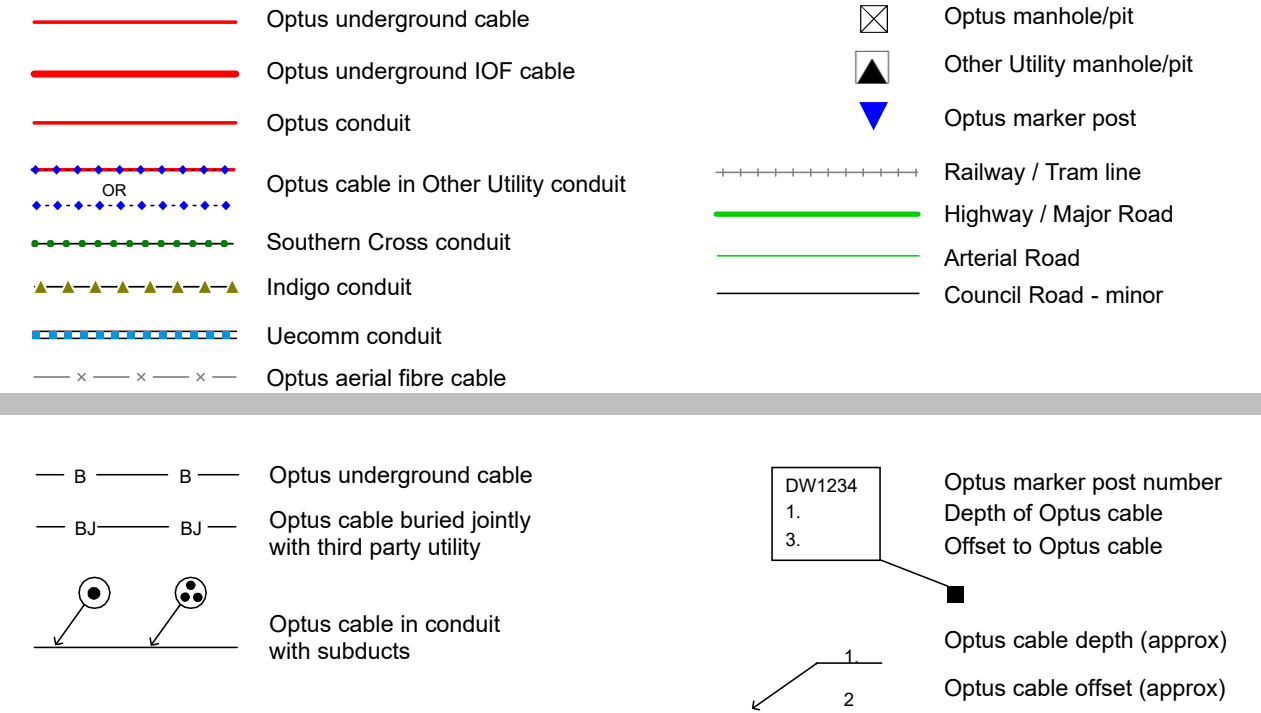
FURTHER ASSISTANCE

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

NFODamages&RelocationsDropbox@optus.com.au

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

OPTUS ENGINEERING DRAWING SYMBOLS



Optus underground cable

Optus cable buried jointly with third party utility

Optus cable in conduit with subducts

DW1234

1.

3.

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

Optus cable depth (approx)

Optus cable offset (approx)

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Optus Accredited Asset Locators

Name	Company Name	Phone	Email	State	Region/Service Area
Drew Misko	Australian Subsurface Pty Ltd	0427 879 600	admin@australiansubsurface.com	ALL	ALL
Andrew Watson	Subsurface Mapping Solutions Pty Ltd	0408 839 723	admin@subsurfacems.com.au	ALL (Not TAS)	South East QLD + Aus wide
Chris Gordon	Heavy Construction Solutions	1300 859 027	chris.gordon@heavycs.com.au	VIC,NSW,QLD,SA TAS	All
Alan Cordner	Alcom Fibre Services Pty Ltd	0400 300 337	alcomfibre@bigpond.com	NSW	Sydney, NSW
Daniel Rogers	D&D Rogers Pty Ltd T/as Bradmac Locating Services	0407662605	info@bradmaclocating.com.au	NSW	Sydney and surrounds
Shane Buckley	Cable & Pipe Locations Pty Ltd	0408730430	shane@cableandpipelocations.com.au	NSW	North Coast , Mid North Coast, Central West, Northern Rivers
Annabelle Pegler	Down Under Detection Services (DUDS)	0418 267 964	apegler@duds.net.au	NSW	All
George Koenig	Downunder Locations	0438243856	downunderlocations@gmail.com	NSW	Tweed Heads/Gold Coast
Michael Grant	M&K Grant Bega Bobcats Pty Ltd	0427 260 423	zzbobcat@bigpond.net.au	NSW	Bega, Far South Coast
Antony Critcher	Geotrace Australia Pty Ltd	0417 147 945	antony@geotrace.com.au	NSW	All Areas, Sydney, Wollongong, Newcastle, ACT
Sarah Martin	Hydro Digga	0447 774 000	admin@hydrodigga.com	NSW	Mid North Coast
Nathan Ellis	Utility Locating Services	0404 087 555	nathan@uls.com.au	NSW	Sydney
Scott O'Malley	Coastal Cable Locators Pty Ltd	0427 975 777	skomalley@bigpond.com	NSW	South Coast- Snowy Mountains- Southern Highlands
Liam Bolger	Brandon Construction Services	0438 044 008	liam.bolger@hotmail.com	NSW	Sydney
Laura Elvery	Durkin Construction Pty Ltd	02 9712 0308	info@durkin.au	NSW	NSW
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Ken Browne	Riteway Traffic Control Pty Ltd	0419 212 969	kbrowne@ritewaytc.com.au	NSW	Central Coast, Hunter
Jean-Max Monty	Civilscan	1300 575 488	info@civilscan.com.au	NSW	Sydney, Central Coast, Hunter, Blue Mountains, Southern Highlands, Illawarra
Scott Hunter	Hunter Ground Search	0409327345	admin@hunter-groundsearch.net.au	NSW	Hunter, Upper Hunter, Central Coast, Newcastle
Damien Black	Mid North Coast Hydro Digging & Service Locating P/L	0418 409 465	djblack1@bigpond.com	NSW	Mid North Coast
Michael Nicholls	Utility Mapping NSW	1300 627 746	sydney@utilitymapping.com.au	NSW	All NSW
Joseph Restuccia	ProLocate	0415 633 393	joe.restuccia@prolocate.com.au	NSW	NSW Wide
Barry Maloney	Online Pipe & Cable Locating	1300 665 384	Office@onlinepipe.com.au	NSW	Sydney, Central Coast, Canberra, Wollongong, Newcastle
Sam Romano	Locating Services	0403 065 510	sam.romano@locatingservices.com.au	NSW	NSW All
Scott Allison	Crux Surveying Australia	02 9540 9940	sydneyoffice@cruxsurveying.com.au	NSW	Sydney Metro & Surrounding Areas
Donna Wullaert	Commence Communications Pty Ltd	02 6226 3869	admin@commencecomms.com.au	NSW	Canberra/ Yass / Bungendore/ Goulburn and surrounding regional areas
Grant Pearson	Warrabinya Services	0423 651 615	grant@warrabinya.com.au	NSW	Greater Sydney region
Stephen Fraser	Advanced Ground Locations	(02) 4930 3195	steve_agl@hotmail.com	NSW	Newcastle, Hunter Valley, Central Coast, Taree & Surrounding Areas
Andrew Findlay/ Anthony Hart	LiveLocates	1300 517 062	info@livelocates.com.au	NSW/ACT	South Coast NSW, ACT, Snowy Mountains , Snowy Valley
Mark Smith	Armidale Electrical	02 6772 3702	office@armidale-electrical.com.au	NSW	New England/Northwest
Samantha Guptill	Australian Locating Services	1300 761 545	admin@locating.com.au	NSW	All NSW
Clay Laneyrie	Laneyrie Electrical	0411142627	bindy@laneyrieelectrical.com.au	NSW	Illawarra, South Coast, Shoalhaven, Southern Highlands
Reece Gainsford	East Coast Locating Services	0431 193 111	admin@eastcoastlocatingservices.com.au	NSW	Newcastle/Maitland/ Hunter / Sydney / Central Coast / upper hunter / Port Stephens
Jason Vane	Smartscan Locators PTY Ltd	1300 778 923	Admin@sslocators.com.au	NSW	Sydney
Alex Farcash	Newcastle Locating Services Pty Ltd	0410698599	Admin@newcastlelocatingservices.com.au	NSW	Newcastle, Hunter Valley, Central Coast, Taree & Surrounding Areas

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ground.com.au">admin@abletechunder- ground.com.au	QLD / NSW	QLD / NSW
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Mick McGoldrick	Locate Cables	0404 241 679	mick@locatecables.com	VIC	Western Victoria
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Leigh French	Veris Australia VIC	(03) 7019 8400	melbourne@veris.com.au	VIC	Melbourne
Ben Wooldridge	Controltech Solutions	0447 760 759	ben.wooldridge@controltechsolutions.com.au	VIC	Melbourne
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Eddie Santos	Taylor's Development Strategists	0488 700 155	m.tasker@taylorsds.com.au	VIC/SA/TAS	Victoria
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Liam Gill	Michael Grear Surveys	08 82788732	ugsl@mgsurveys.com.au	SA	SA
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Cameron Swift	Mikcomm Communication	08 9337 1125	cswift@mikcomm.com.au	WA	All
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Ben Upton	TerraVac Vacuum Excavation	0433 374 802	locations@terravac.com.au	WA	Perth
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Nigel Nunn	CCS Group / Utility Locating Solutions	08 9385 5000	enquiry@ccswa.com.au	WA	Perth
Jeremy Brown	Spotters Asset Locations Pty Ltd	0459 130 677	jeremy@spottersassetlocations.com.au	WA	All
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Rhyce Murphy	RM Surveys	08 9457 7900	rhyce.murphy@rmsurveys.com.au	WA	All

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Shane McQuoid	Find Wise Location Services	0407992758	shane@findwise.com.au	WA	Perth
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Josh Pool	Utility Mapping NT	1300 627 746	darwin@utilitymapping.com.au	NT	All NT
Stuart Speckman	FYFE	08 8944 7888	Stuart.Speckman@fyfe.com.au	NT/SA/NSW	NT/SA/NSW
Wayne Parslow	Danisam	0417 089 865	danisam@westnet.com.au	NT	Darwin NT and Surrounds
Heather Easter	Archers Underground Service Pty Ltd	0418 737 299	admin@auslocations.com.au	TAS	Statewide
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Hayden Stone	Utility Detection & Mapping	03 61712555	admin@udmgroup.com.au	TAS	Statewide

Job ID 51270609

Telstra QLD FA

Referral

261692181

Member Phone

1800 653 935

Responses from this member

Response received Thu 25 Sep 2025 11.41am

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Telstra Map Legend v4_0c.pdf	89

Attention: Janelle May

Site Location: Demeio Greens Unit 22 65-87 Demeio Rd, Berrinba, QLD 4117

Your Job Reference: 25-1782

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

Phone 1800 653 935 for further assistance.

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

WARNING:

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

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

Please note that:

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

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

(See attached file: *Telstra Duty of Care v33.0a.pdf*)

(See attached file: *Telstra Map Legend v4_0c.pdf*)

(See attached file: AccreditedPlantLocators 2025-09-16a.pdf)

(See attached file: 261692181.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](#)



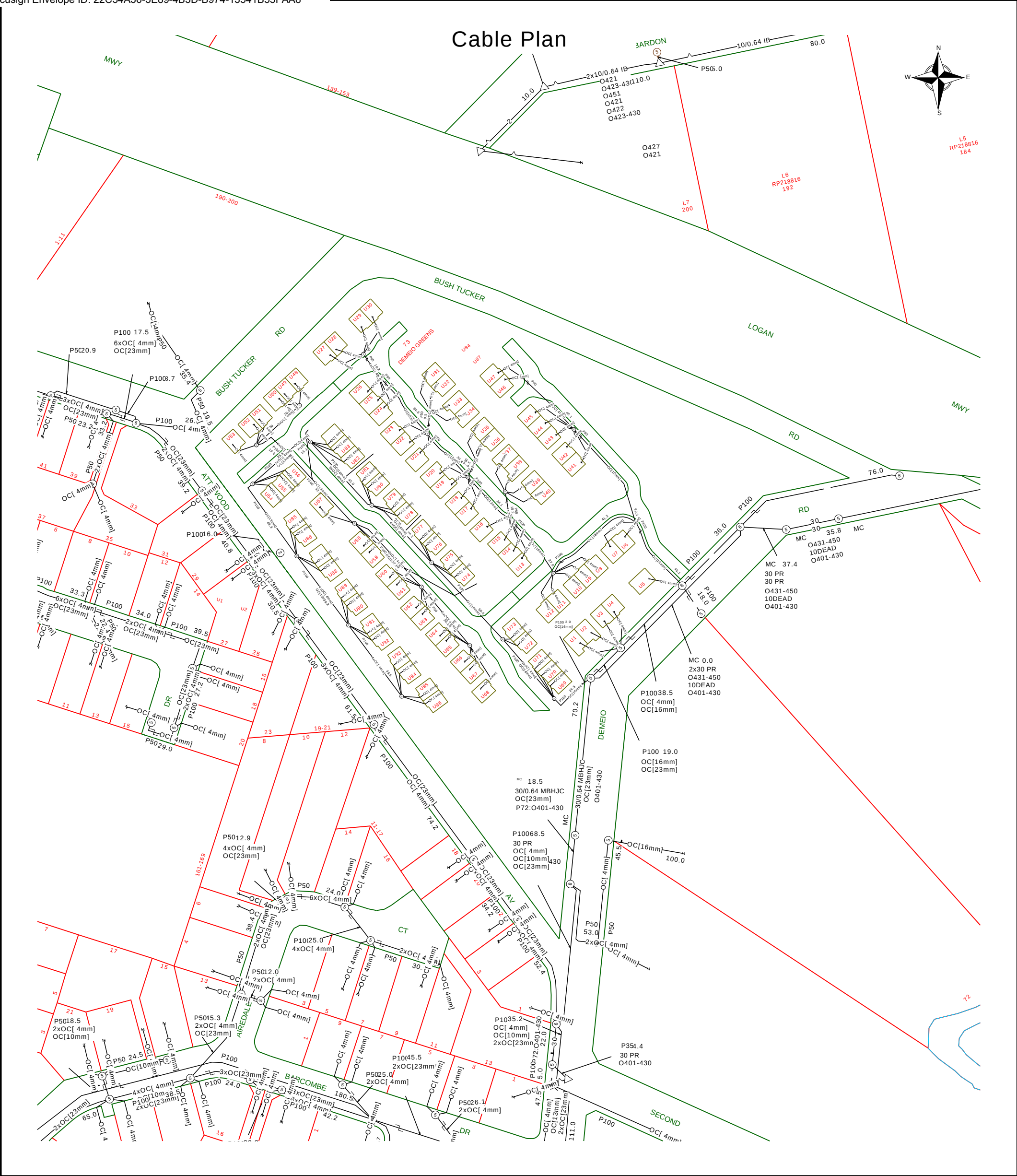
Telstra Aerial Assets Group (overhead network)
1800 047 909

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: 261692181 CAUTION: Fibre optic and/ or major network present in plot area. Please read the Duty of Care and contact Telstra Plan Services should you require any assistance.
TELSTRA LIMITED A.C.N. 086 174 781 Generated On 25/09/2025 11:39:49		

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

WARNING
Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing it. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy. Further on site investigation is required to validate the exact location of Telstra plant prior to commencing construction work. A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the asset is protected during construction works.

See the Steps- Telstra Duty of Care that was provided in the email response.



	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: 261692181
TELSTRA LIMITED A.C.N. 086 174 781 Generated On 25/09/2025 11:39:52		CAUTION: Fibre optic and/ or major network present in plot area. Please read the Duty of Care and contact Telstra Plan Services should you require any assistance.

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

WARNING

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

Job ID 51270609

Transurban

Referral

261692176

Member Phone

(07) 3182 2421

Responses from this member

Response received Thu 25 Sep 2025 11.39am

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Transurban Queensland

ABN 86 010 630 921

1 Clarence Road,
Kedron Qld 4031

Telephone +61 (0) 7 3323 0100

Facsimile +61 (0) 7 3423 3209

dbyd@transurban.com.au

www.transurban.com.au

Date: 25 Sep 2025

Company/Authority: Not Supplied

To Janelle May,

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

Thank you for your DBYD enquiry (referenced below)

SEQUENCE NO.:	261692176
JOB NO.:	51270609
LOCATION:	Demeio Greens Unit 22 65-87 Demeio Rd Berrinba QLD 4117

Queensland Motorways Management Pty Limited (ABN 86 010 630 921) or Queensland Motorways Services Pty Limited (ABN 57 165 422 202) (together **Transurban Queensland** or **TQ**) operate various road assets, which include the Gateway, Gateway Extension and Logan Motorways, Go Between Bridge and the Legacy Way, Clem 7 and AirportM7 and Inner City Bypass tunnels.

Based on the information provided in your DBYD enquiry, it appears likely that your works **will impact** one of our assets.

Please note that Transurban Queensland do not automatically send out drawings/maps in response to a DBYD enquiry. If it appears likely that your works will impact one of our assets, it is the responsibility of you as the enquirer (i.e. Company/Authority mentioned above) to contact Transurban Queensland for further information at DBYDQueensland@transurban.com

NOTE: Any activity or access carried out on a Transurban Queensland network requires an ATA (Authority To Access), please contact ATAQld@Transurban.com for further information. No representation, warranty, express or implied, is made as to the fairness, accuracy, completeness or correctness of the information, opinions and conclusions contained in this response. The assessment detailed above has been prepared by TQ based on information available to it and has not been independently verified. The above has been provided in good faith and is intended to be informative but not exhaustive.

TQ does not warrant that the data is error free. To the maximum extent permitted by law, none of TQ or its subsidiaries or affiliates or the directors, employees, agents, representatives or advisers of any such party, nor any other person accepts any liability for any loss arising

from the enquirer's use of the data or its contents or otherwise arising in connection with it, including without limitation, any liability arising from fault or negligence on the part of TQ or its subsidiaries or affiliates or the directors, employees, agents, representatives or advisers of any such party.

Yours Sincerely,

Operations and Maintenance
Transurban Queensland

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

Important Notice

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

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

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

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

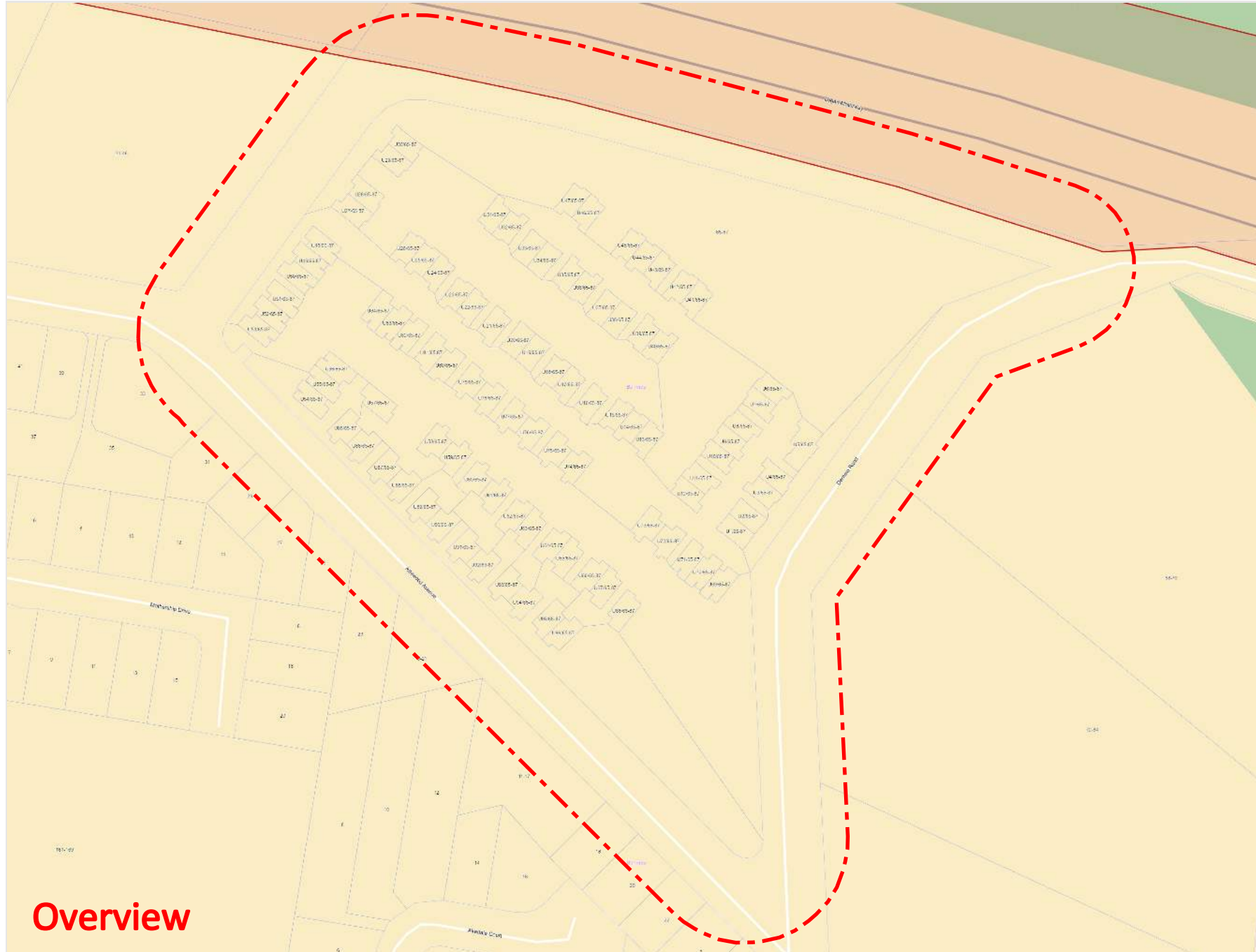
PelicanCorp

Compiled with TicketAccess by PelicanCorp



Legend

- Transurban Asset Area
- DBYD Search Area



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Scale: 1:1871
Expires: 23 Oct 2025

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Overview



End of document

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

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