

# 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	Michael Thomas O'Neill & Rebecca Peta O'Neill
Property address (referred to as the "property" in this statement)	162 Park Avenue Nirimba QLD 4551
Lot on plan description	Lot 6395 on SP 327563

Community titles scheme or BUGTA scheme:	Is the property part of a community titles scheme or a BUGTA scheme: <input type="checkbox"/> <b>Yes</b> <i>If <b>Yes</b>, refer to Part 6 of this statement for additional information</i>	<input checked="" type="checkbox"/> <b>No</b> <i>If <b>No</b>, please disregard Part 6 of this statement as it does not need to be completed</i>
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## Part 2 – Title details, encumbrances and residential tenancy or rooming accommodation agreement

Title details	<b>The seller gives or has given the buyer the following—</b> A title search for the property issued under the <i>Land Title Act 1994</i> showing interests registered under that Act for the property. <input checked="" type="checkbox"/> <b>Yes</b> A copy of the plan of survey registered for the property. <input checked="" type="checkbox"/> <b>Yes</b>
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Registered encumbrances	<p>Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages.</p> <p>You should seek legal advice about your rights and obligations before signing the contract.</p>
Unregistered encumbrances (excluding statutory encumbrances)	<p>There are encumbrances not registered on the title that will continue to affect the property after <b>settlement</b>. <input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b></p> <p><b>Note</b>—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 <b>NOT</b> required to be disclosed.</p> <p><b>Unregistered lease (if applicable)</b></p> <p>If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:</p> <p>» the start and end day of the term of the lease: <input type="text" value="Insert date range"/></p> <p>» the amount of rent and bond payable: <input type="text" value="Insert amount of rent and bond"/></p> <p>» whether the lease has an option to renew: <input type="text" value="Insert option to renew information"/></p> <p><b>Other unregistered agreement in writing (if applicable)</b></p> <p>If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. <input type="checkbox"/> <b>Yes</b></p> <p><b>Unregistered oral agreement (if applicable)</b></p> <p>If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:</p> <div><p>Insert names of parties to the agreement, term of the agreement and any amounts payable by the owner of the property</p></div>
Statutory encumbrances	<p>There are statutory encumbrances that affect the property. <input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b></p> <p><i>If <b>Yes</b>, the details of any statutory encumbrances are as follows:</i></p> <div></div>
Residential tenancy or rooming accommodation agreement	<p>The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> during the last 12 months. <input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b></p> <p>If <b>Yes</b>, when was the rent for the premises or each of the residents' rooms last increased? <i>(Insert date of the most recent rent increase for the premises or rooms)</i> <input type="text"/></p> <p><b>Note</b>—Under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises.</p> <p>As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.</p>

Initial

MTA

Initial

RPO

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.

<b>Zoning</b>	The zoning of the property is <i>(Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 199; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable)</i> : <div>Priority Development Area (Caloundra South); Regional Land Use (Urban Footprint)</div>		
<b>Transport proposals and resumptions</b>	<div>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.<div><input type="checkbox"/> <b>Yes</b><input checked="" type="checkbox"/> <b>No</b></div></div> <div>The lot is affected by a notice of intention to resume the property or any part of the property.<div><input type="checkbox"/> <b>Yes</b><input checked="" type="checkbox"/> <b>No</b></div></div> <div><i>If <b>Yes</b>, a copy of the notice, order, proposal or correspondence must be given by the seller.</i></div>		
<small>* Transport infrastructure has the meaning defined in the Transport Infrastructure Act 1994. A proposal means a resolution or adoption by some official process to establish plans or options that will physically affect the property.</small>			
<b>Contamination and environmental protection</b>	<div>The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i>.<div><input type="checkbox"/> <b>Yes</b><input checked="" type="checkbox"/> <b>No</b></div></div> <div><b>The following notices are, or have been, given:</b></div> <div>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).<div><input type="checkbox"/> <b>Yes</b><input checked="" type="checkbox"/> <b>No</b></div></div> <div>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).<div><input type="checkbox"/> <b>Yes</b><input checked="" type="checkbox"/> <b>No</b></div></div> <div>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).<div><input type="checkbox"/> <b>Yes</b><input checked="" type="checkbox"/> <b>No</b></div></div>		
<b>Trees</b>	<div>There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property.<div><input type="checkbox"/> <b>Yes</b><input checked="" type="checkbox"/> <b>No</b></div></div> <div><i>If <b>Yes</b>, a copy of the order or application must be given by the seller.</i></div>		
<b>Heritage</b>	<div>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).<div><input type="checkbox"/> <b>Yes</b><input checked="" type="checkbox"/> <b>No</b></div></div>		
<b>Flooding</b>	<div>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 <a href="#">FloodCheck Queensland</a> portal or the <a href="#">Australian Flood Risk Information</a> portal.</div>		
<b>Vegetation, habitats and protected plants</b>	<div>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.</div>		

Initial

MTA

Initial

RPO

## 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.

<b>Swimming pool</b>	<p>There is a relevant pool for the property.</p> <p>If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.</p> <p>Pool compliance certificate is given.</p> <p>OR</p> <p>Notice of no pool safety certificate is given.</p>	<p><input checked="" type="checkbox"/> <b>Yes</b>      <input type="checkbox"/> <b>No</b></p> <p><input type="checkbox"/> <b>Yes</b>      <input checked="" type="checkbox"/> <b>No</b></p> <p><input checked="" type="checkbox"/> <b>Yes</b>      <input type="checkbox"/> <b>No</b></p> <p><input type="checkbox"/> <b>Yes</b>      <input type="checkbox"/> <b>No</b></p>
<b>Unlicensed building work under owner builder permit</b>	<p>Building work was carried out on the property under an owner builder permit in the last 6 years.</p> <p><i>A notice under section 47 of the Queensland Building and Construction Commission Act 1991 must be given by the seller and you may be required to sign the notice and return it to the seller prior to signing the contract.</i></p>	
<b>Notices and orders</b>	<p>There is an unsatisfied show cause notice or enforcement notice under the <i>Building Act 1975</i>, section 246AG, 247 or 248 or under the <i>Planning Act 2016</i>, section 167 or 168.</p> <p>The seller has been given a notice or order, that remains in effect, from a local, State or Commonwealth government, a court or tribunal, or other competent authority, requiring work to be done or money to be spent in relation to the property.</p> <p><i>If Yes, a copy of the notice or order must be given by the seller.</i></p>	
<b>Building Energy Efficiency Certificate</b>	<p>If the property is a commercial office building of more than 1,000m<sup>2</sup>, a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.</p>	
<b>Asbestos</b>	<p>The seller does not warrant whether asbestos is present within buildings or improvements on the property. Buildings or improvements built before 1990 may contain asbestos. Asbestos containing materials (ACM) may have been used up until the early 2000s. Asbestos or ACM may become dangerous when damaged, disturbed, or deteriorating. Information about asbestos is available at the Queensland Government Asbestos Website (<a href="https://asbestos.qld.gov.au">asbestos.qld.gov.au</a>) including common locations of asbestos and other practical guidance for homeowners.</p>	



Part 5 – Rates and services

**WARNING TO BUYER** – The amount of charges imposed on you may be different to the amount imposed on the seller.

<b>Rates</b>	<b>Whichever of the following applies—</b>
	The total amount payable* for all rates and charges (without any discount) for the property as stated in the most recent rate notice is:
	Amount: <input type="text" value="\$1,214.61"/> Date Range: <input type="text" value="01/07/2025-31/12/2025"/>
	OR
	The property is currently a rates exempt lot.** <input type="checkbox"/>
	OR
	The property is not rates exempt but no separate assessment of rates is issued by a local government for the property. <input type="checkbox"/>

\*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*.

<b>Water</b>	<b>Whichever of the following applies—</b>
	The total amount payable as charges for water services for the property as indicated in the most recent water services notice* is:
	Amount: <input type="text" value="\$385.51"/> Date Range: <input type="text" value="21/03/2025-17/06/2025"/>
	OR
	There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is:
	Amount: <input type="text" value="Insert estimated amount"/> Date Range: <input type="text" value="Insert date range"/>

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

Part 6 – Community titles schemes and BUGTA schemes

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

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

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

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

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

Signatures – SELLER

Signed by:  
  
09B3E8104E2D48F...

Signature of seller

Michael Thomas O'Neill

Name of seller

6/8/2025 | 1:11:15 PM AEST

Date

Signed by:  
  
9410029CA4EC409...

Signature of seller

Rebecca Peta O'Neill

Name of seller

6/8/2025 | 1:06:38 PM AEST

Date

Signatures – BUYER

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

Signature of buyer

Signature of buyer

Name of buyer

Name of buyer

Date

Date

CURRENT TITLE SEARCH  
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 52803310  
Search Date: 31/07/2025 12:30

Title Reference: 51293502  
Date Created: 06/09/2022

Previous Title: 51293307

REGISTERED OWNER

Dealing No: 722003229 28/09/2022

MICHAEL THOMAS O'NEILL  
REBECCA PETA O'NEILL JOINT TENANTS

ESTATE AND LAND


Estate in Fee Simple

LOT 6395 SURVEY PLAN 327563  
Local Government: SUNSHINE COAST

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by  
Deed of Grant No. 15008221 (POR 505)
2. MORTGAGE No 723561905 26/09/2024 at 14:40  
MACQUARIE BANK LIMITED A.C.N. 008 583 542

ADMINISTRATIVE ADVICES

Dealing	Type	Initial	Lock	Document Date	Status
712292989	VEG NOTICE		<del>20/03/2009</del>	20/03/2009 14:35	CURRENT
	VEGETATION MANAGEMENT ACT 1999				
712292992	VEG NOTICE			20/03/2009 14:36	CURRENT
	VEGETATION MANAGEMENT ACT 1999				
712293010	VEG NOTICE			20/03/2009 14:38	CURRENT
	VEGETATION MANAGEMENT ACT 1999				

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

124697-14-117 (TJE)

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

Sheet  
1 of  
4

STN	TO	BEARING	DIST	REMARKS
15	OIP	231°08'	2.561	5/SP327557

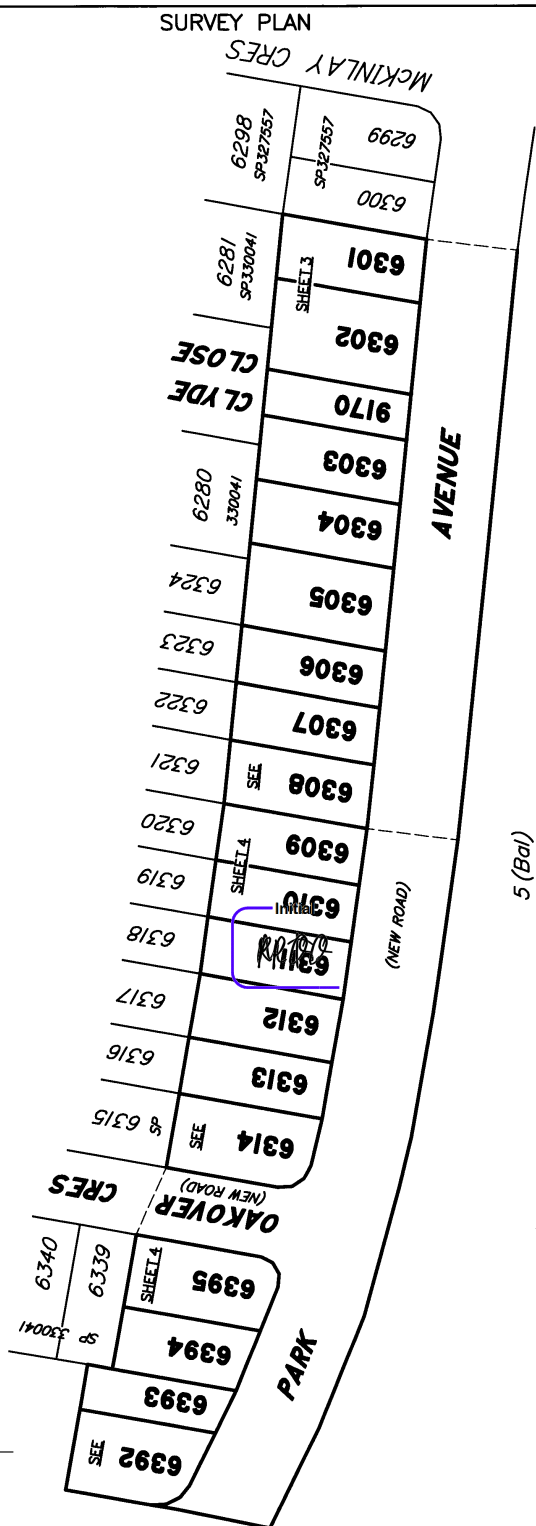
STN	EAST	NORTH	ZONE	P.L. LINEAGE	METHOD	REMARKS
5a	504574.265	7033369.455	56	0-039	Derived	Peg
14	504853.08	7033321.641	56	0-042	Derived	OP

MGA COORDINATES GDA-94



RPS Australia East Pty Ltd (ACN 140 292 762) hereby certify that the land comprised in this plan was surveyed by the corporation, by Michael Peter VENIER, Surveying Associate, for whose work the corporation accepts responsibility, under the supervision of Geoffrey Ray WILSON, Cadastral Surveyor and that the plan is accurate, that the said survey was performed in accordance with the Survey and Mapping Infrastructure Act 2003 and Surveyors Act 2003 and associated Regulations and Standards and that the said survey was completed on 14/06/2022

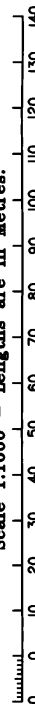
Authorised Delegate  
14/06/2022  
Date



Peg placed at all new corners  
unless otherwise stated.

ADDITIONAL REFERENCE MARKS  
TO BE PLACED FOLLOWING ROAD  
CONSTRUCTION (SEE 153/1096)

Scale 1:1000 - Lengths are in Metres.



Total Area of New Road  
(See Sheets 3 & 4) ..... 6241 m<sup>2</sup>

Plan of  
Lots 6301-6314, 6392-6395 & 9170  
Cancelling Part of Lot 5 (Balance) on SP330422

LOCAL GOVERNMENT: SUNSHINE COAST REGIONAL COUNCIL  
LOCALITY: NIRIMBA  
Meridian: MGA (Zone 56) Vide GNSS

Survey Records: No

Scale: 1:1000

Format: STANDARD



SP327563

Land Title Act 1994 ; Land Act 1994  
Form 21B Version 2

721927186

\$2673.34  
25/08/2022 08:43

BE 400 NT

WARNING : Folded or Mutilated Plans will not be accepted.  
Plans may be rolled.  
Information may not be placed in the outer margins.

4. Lodged by

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

Sheet 2 of 4

I. Existing		Created		
Title Reference	Description	New Lots	Road	Secondary Interests
To issue from 51284900	Lot 5 on SP330422	6301-6314, 6392-6395 & 9170	New Rd	-

Lot 5 Balance is Lot 5 on SP330422 less the New Lots and Road created on this plan and SP330419.

All existing easements are burdening, are not affected by this subdivision and remain within the balance parcel.

MORTGAGE ALLOCATIONS

Mortgage	Lots Fully Encumbered	Lots Partially Encumbered
719529238	6301-6314, 6392-6395 & 9170	

EXISTING ADMINISTRATIVE ADVICE ALLOCATIONS

Administrative Advice	Lots to be Encumbered
712292989	6301-6314, 6392-6395 & 9170
712292992	6301-6314, 6392-6395 & 9170
712293010	6301-6314, 6392-6395 & 9170
716792467	6301-6314, 6392-6395 & 9170

REINSTATEMENT REPORT

This plan follows and adopts the reinstatement of the recent plans SP327557 and SP330041.

The original boundaries have been reinstated from the original marks as shown. There are no differences in the dimensions of the existing boundaries.

6301-6314, 6392-6395 & 9170

Por 505

Lots

Orig

2. Orig Grant Allocation :

3. References :  
Dept File :  
Local Govt :  
Surveyor : PR124697-14

5. Passed & Endorsed :  
By : RPS AUSTRALIA EAST PTY LTD  
Date : 20/06/22  
Signed :  
Designation : Cadastral Surveyor

6. Building Format Plans only.  
I certify that :  
\* As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road.  
\* Part of the building shown on this plan encroaches onto adjoining \* lots and road  
Cadastral Surveyor/Director \* Date  
Delete words not required

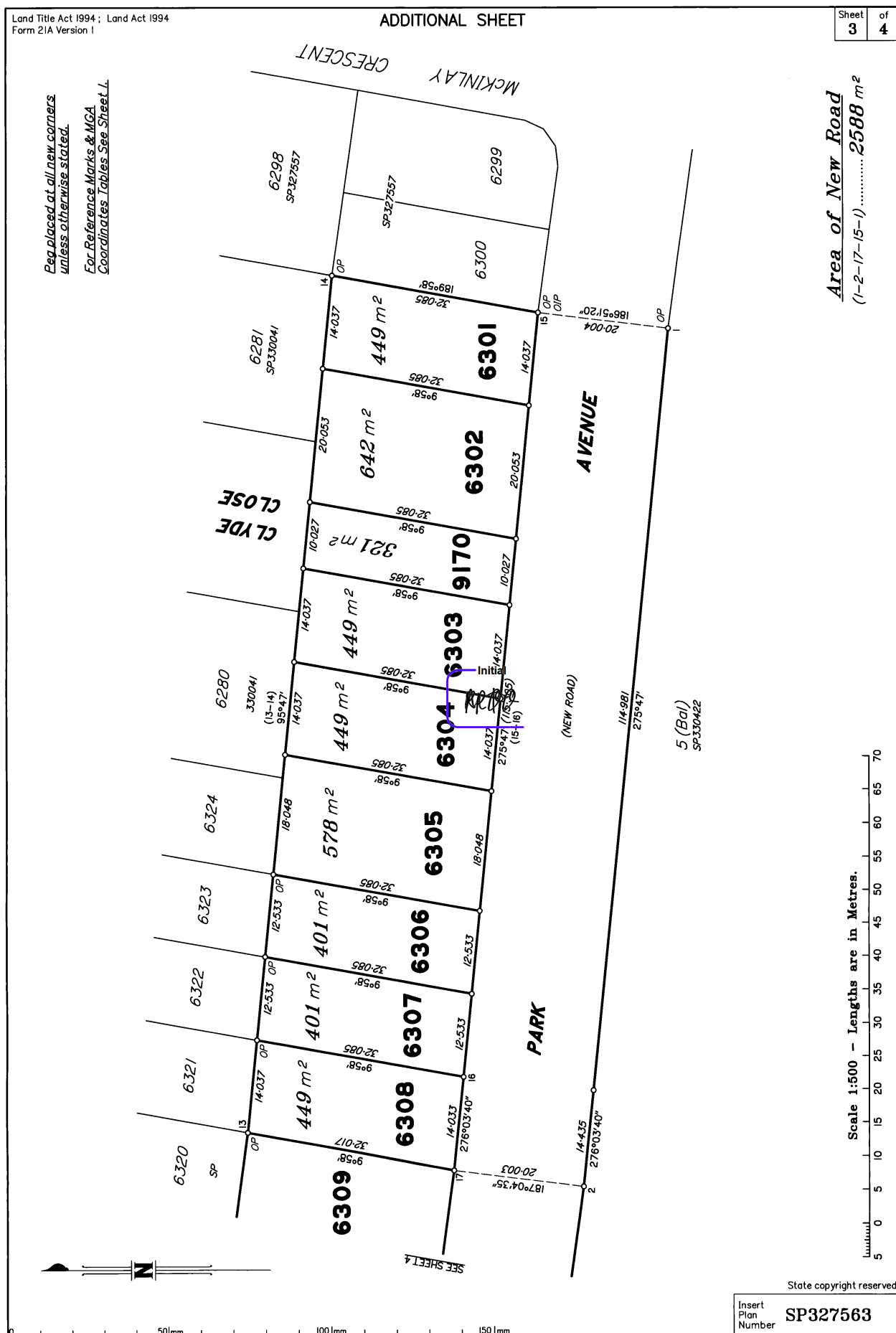
7. Lodgement Fees :  
Survey Deposit \$ .....  
Lodgement \$ .....  
..... New Titles \$ .....  
Photocopy \$ .....  
Postage \$ .....  
TOTAL \$ .....

8. Insert Plan Number  
SP327563

Peg placed at all new corners unless otherwise stated.

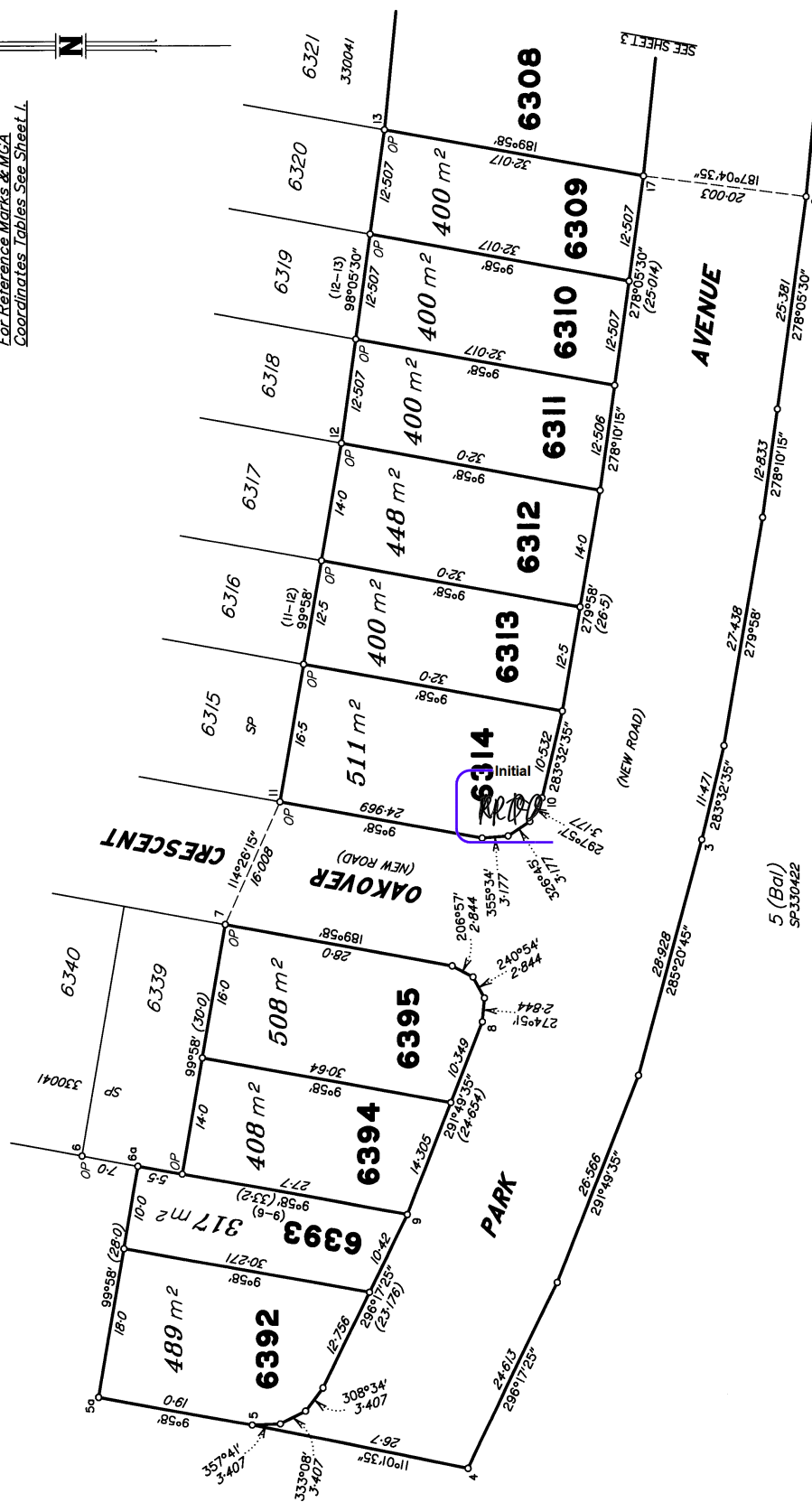
For Reference Marks & MGA Coordinates Tables See Sheet I.

Area of New Road  
(1-2-17-15-1) ..... 2588 m<sup>2</sup>



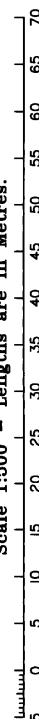


Peg placed at all new corners unless otherwise stated.



Area of New Road  
(2-3-4-5-9-8-7-11-10-17-2) ..... 3653 m<sup>2</sup>

**Scale 1:500 - Lengths are in Metres.**



State copyright reserved.

Insert  
Plan  
Number

**SP327563**

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

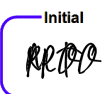
For more information and to determine if the mapping overlays are applicable, refer to the Sunshine Coast Planning Scheme 2014. This report is not intended to replace the requirement to carry out a detailed assessment of Council and State controls. You are advised to seek your own professional advice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

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

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

Site Information		<a href="#">Change location</a>
Property Address	162 Park Ave NIRIMBA QLD 4551	
Lot Plan	6395SP327563	
Land Area	508 Sq Metres	
More Information	<a href="#">View in MyMaps.</a> <a href="#">View in Development.i.</a> <a href="#">View in State Assessment Referral Agency (SARA) DA mapping (External Site).</a> <a href="#">View in State Planning Policy Interactive Mapping System (External Site).</a> <a href="#">View in Google Street View (External Site).</a>	

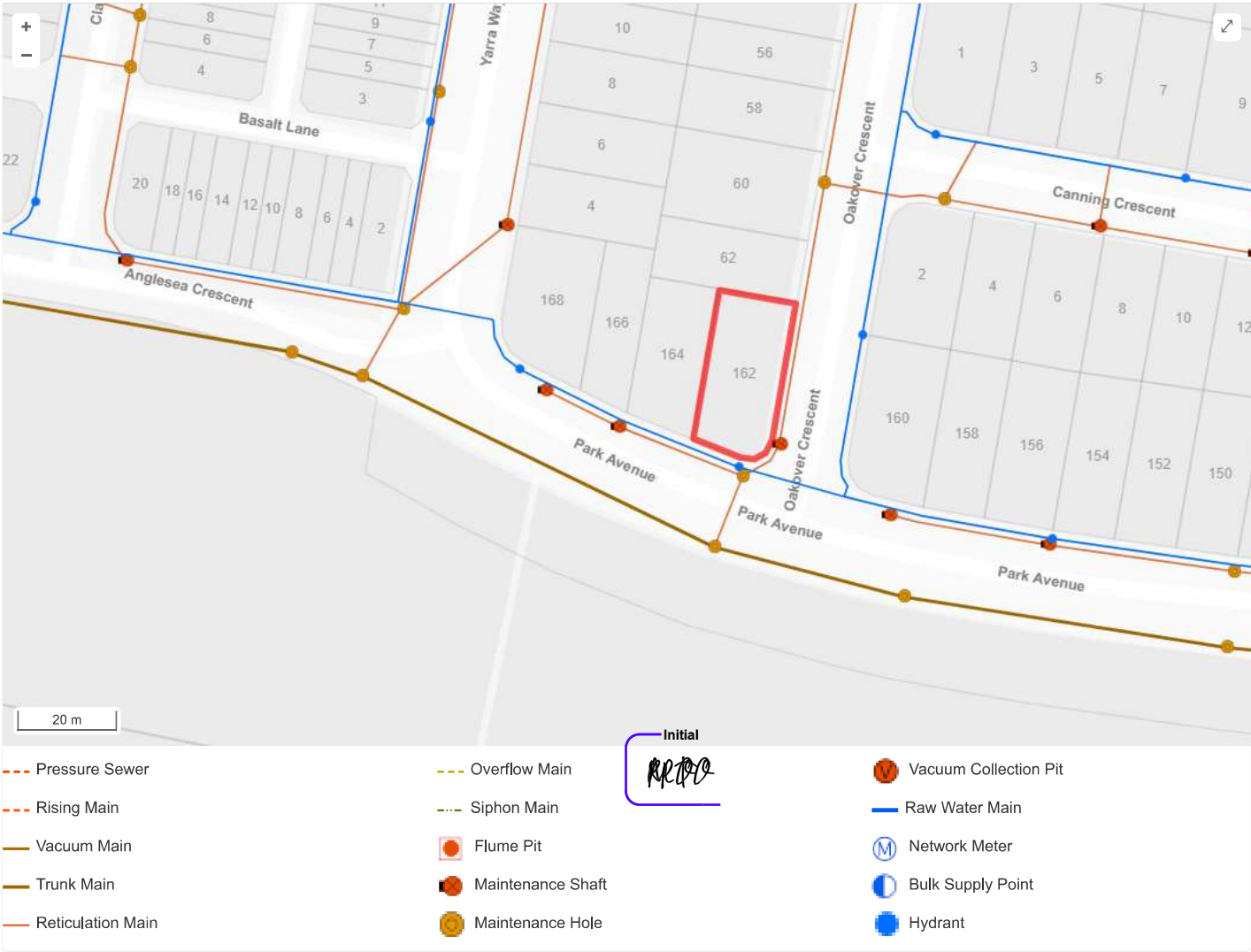




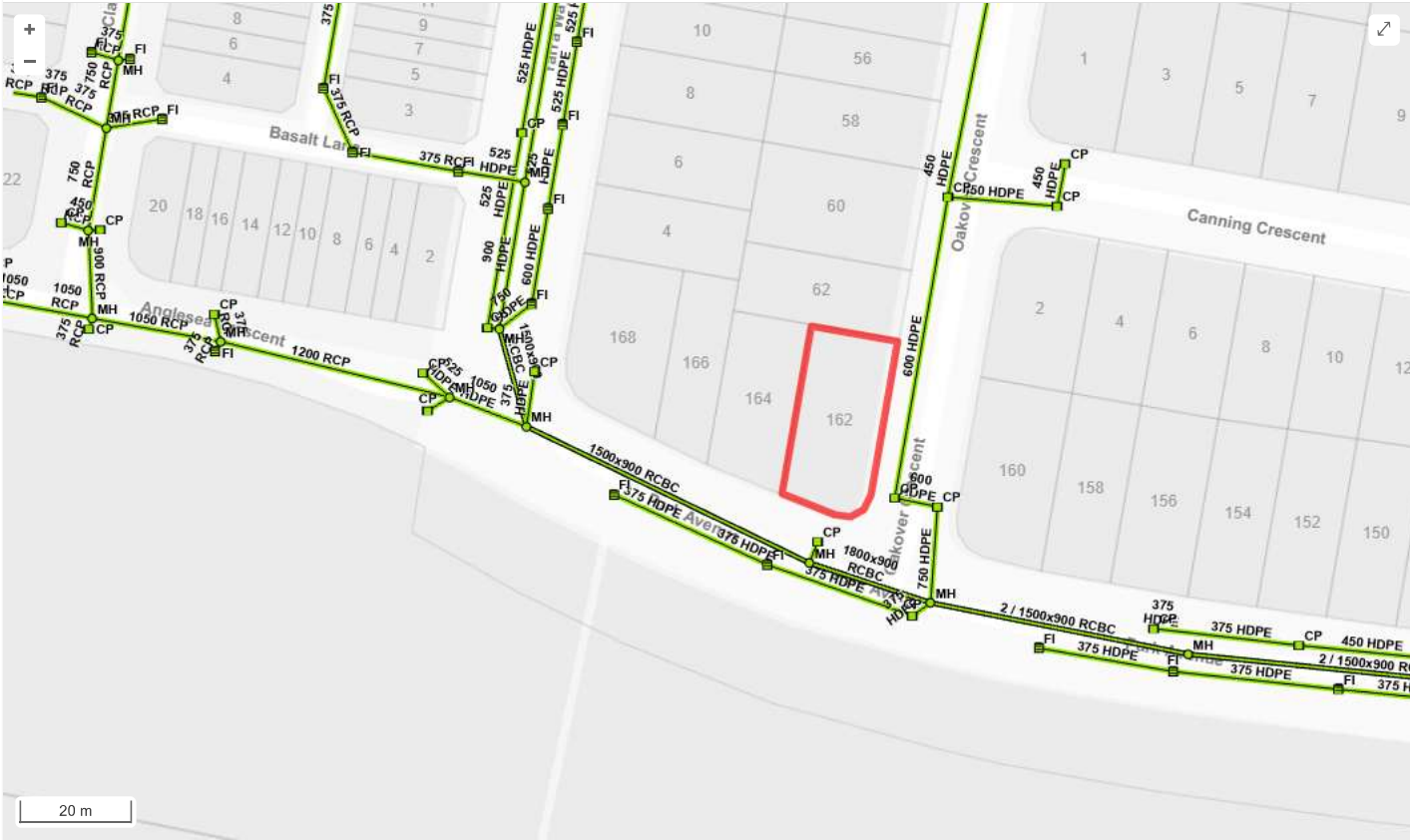
- Initial

Water & Sewer Infrastructure Map

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



Stormwater Network



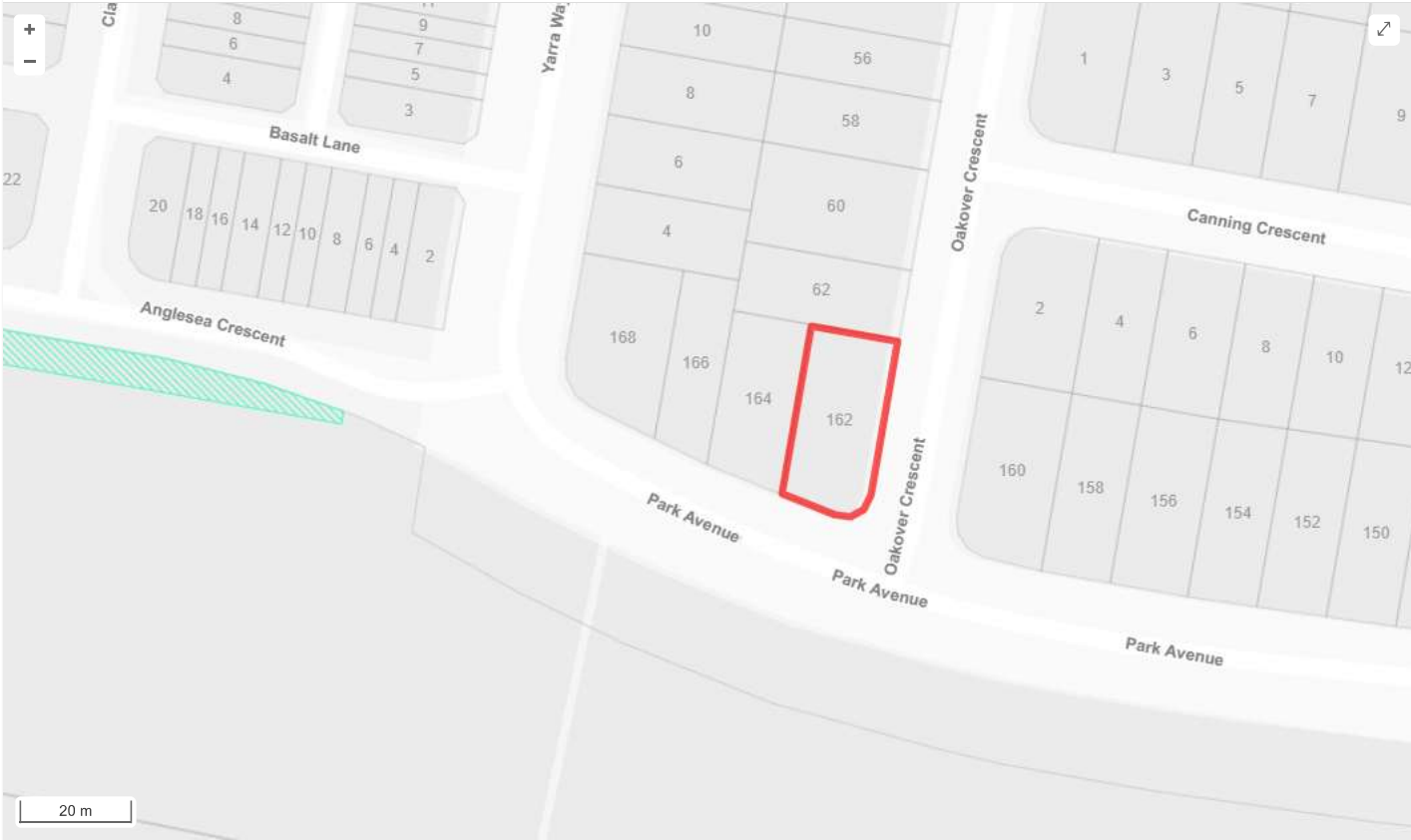
- |                     |  |                                    |
|---------------------|--|------------------------------------|
| Box Culvert         | Box                                    | EndCap                             |
| BoxCulvertCauseway  | Pipe                                   | FieldInlet                         |
| Pipe Culvert        | Stormwater Open Drain (Non Council)    | Manhole                            |
| PipeCulvertCauseway | Stormwater End Structure (Non Council) | Stormwater Open Drain (Council)    |
| Allotment           | CatchPit                               | Stormwater End Structure (Council) |

Initial

*Handwritten signature*



Easements and Covenants Map



 Acoustic

 Geotechnical Report

 Agricultural Buffer

 Protective Mechanism

 Vegetation Protection

 Voluntary Conservation Agreement

 Other Covenant Type

 Easements

Initial

Handwritten signature

Applications Associated with Site

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

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

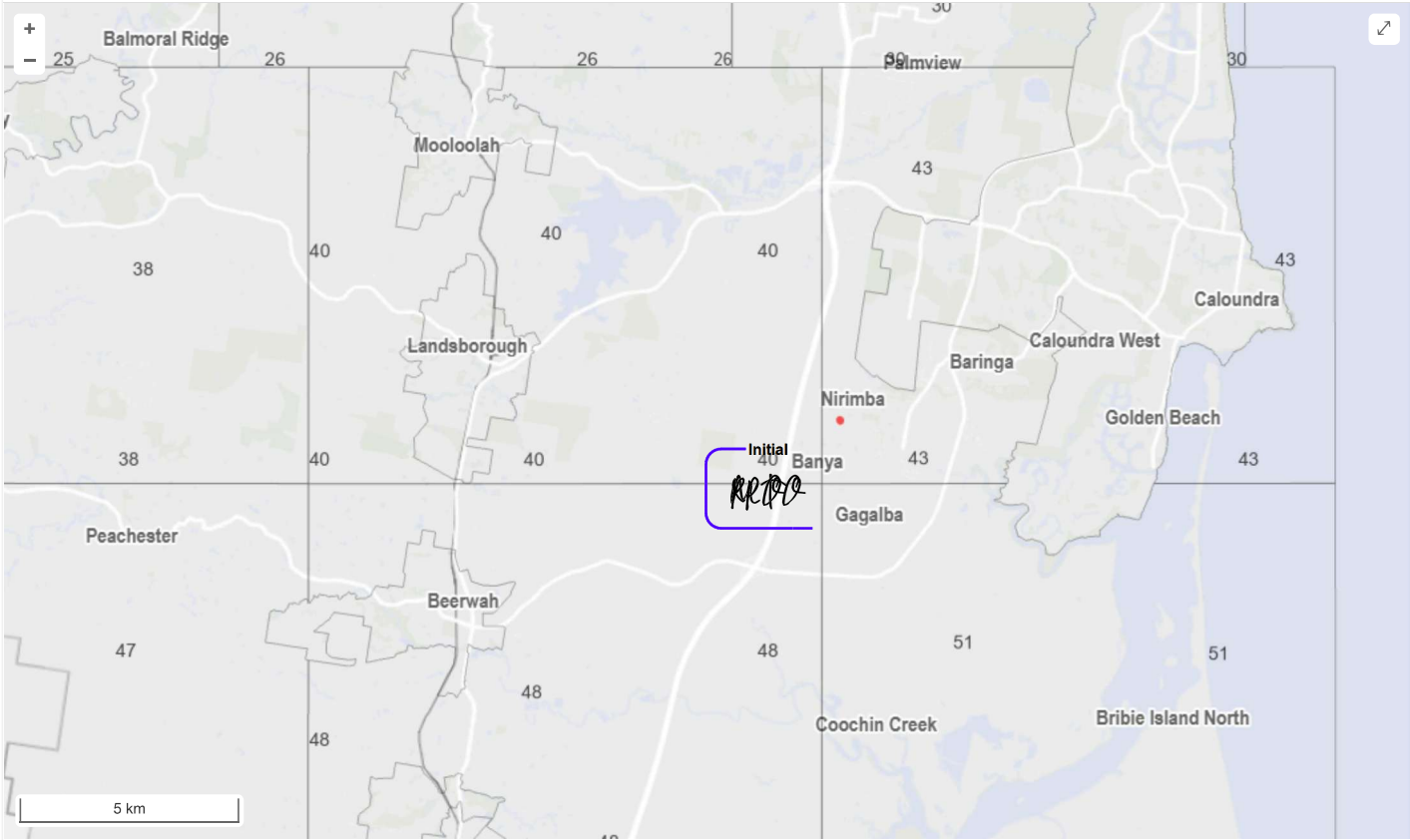
<b>Lodged over current land parcel</b> (Decided or Past):	<p>PC22/08494 - DISENGAGED APPLICATION - NEW CONSTRUCTION OF DWELLING - 2 STOREY &amp; NEW CONSTRUCTION OF ADDITIONAL GARAGE &amp; NEW CONSTRUCTION OF ADDITIONAL SWIMMING POOL - 162 Park Ave NIRIMBA - Caloundra Building Approvals Pty Ltd / Custom Building Approvals, Received: Tue Oct 25 2022</p> <p>PC24/01215 - NEW CONSTRUCTION OF DWELLING - 2 STOREY &amp; NEW CONSTRUCTION OF ADDITIONAL GARAGE &amp; NEW CONSTRUCTION OF ADDITIONAL SWIMMING POOL - 162 Park Ave NIRIMBA - Custom Building Approvals, Received: Tue Jan 30 2024</p> <p>PC23/00378 - SWIMMING POOL &amp; FENCE - 162 PARK AVE NIRIMBA - Urban Certifiers Pty Ltd, Received: Sat Dec 17 2022</p>
<b>Lodged over historical land parcel</b> (Decided or Past):	<p>PC20/1908 - TEMPORARY COFFEE SHOP AND TEMPORARY LAND SALES OFFICE - Lot 4 Central Ave NIRIMBA - Kawana Building Approvals, Received: Thu Feb 06 2020</p> <p>PC20/0230 - AMENITIES BUILDING - Bruce Hwy NIRIMBA - Fluid Approvals - Fluid Building Approvals - Fluid Building Approvals Pty Ltd, Received: Wed Jan 08 2020</p> <p>PC20/8906 - PUMP SHED FOR SPORTS PARK - Aura Bvd NIRIMBA - Fluid Approvals - Fluid Building Approvals - Fluid Building Approvals Pty Ltd, Received: Fri Aug 28 2020</p> <p>PC13/3322 - TEMPORARY EVENTS MARQUEE - Bruce Hwy BELLS CREEK - Noosa Building Certifiers, Received: Mon Aug 12 2013</p> <p>PC17/3412 - TEMPORARY RELOCATABLE LAND SALES OFFICE AND CAFE - Aura Bvd BELLS CREEK - Kawana Building Approvals, Received: Tue May 16 2017</p> <p>PC20/0575 - TEMPORARY VIEWING TOWER AND AMENITIES STRUCTURE - Bruce Hwy NIRIMBA - Kawana Building Approvals, Received: Mon Sep 09 2019</p> <p>PC11/5445 - TEMPORARY DEMOUNTABLE SALES OFFICE - Bellvista Bvd CALOUNDRA WEST - REF 00001184 - Stockland Bells Creek Pty Ltd, Received: Fri Dec 09 2011</p> <p>PC20/11276 - CLUBHOUSE BUILDING - AMENITIES WITH ASSOCIATED CANTEEN + PROPRIETARY BRAND SHED APPROX. 12.0M X 3.0M - John Dunn Building Approvals - John Dunn Building Approvals (JDBA) - JDBA Certifiers, Received: Wed Jun 24 2020</p> <div><div>Initial</div><div>RD 789</div></div> <div>More Results</div>

Other Approval Information

- Key residential and industrial approvals varying the effect of a Planning Scheme; or
- Master Plan details for land within Development Control Plan 1 – Kawana Waters

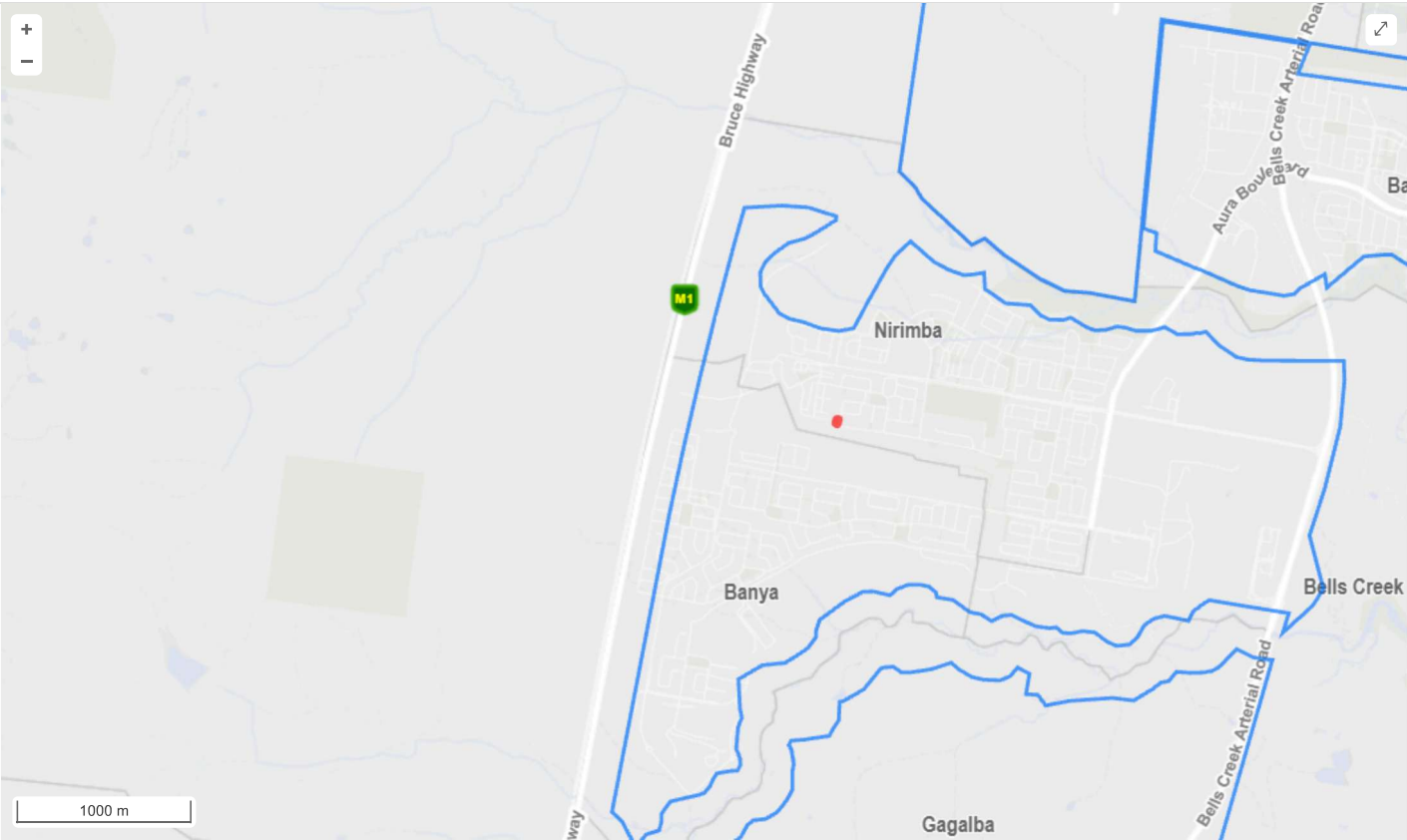


Sunshine Coast Planning Scheme 2014	
Sunshine Coast Planning Scheme Map Tile:	43
Growth Management Area	Land within the Urban Growth Management Boundary
Other Areas <a href="#">View Priority Development Area</a>	Priority Development Area (subject to the Economic Development Act 2012)
Road and Pathway Hierarchy + Proposed Trunk Transport Corridor Upgrades	
Sunshine Coast Planning Scheme Map Tile:	



Map Tiles

Growth Management Area



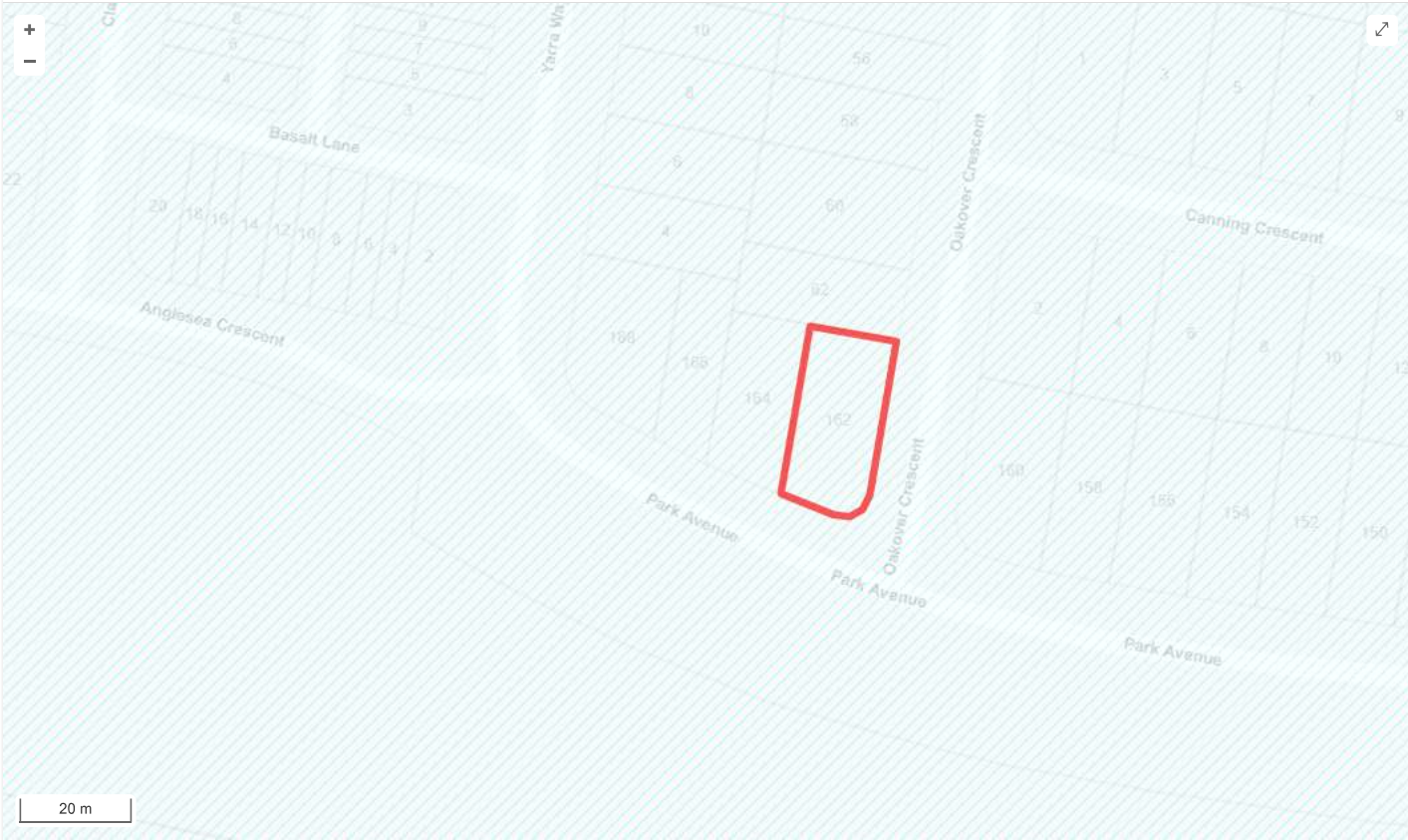
Urban Growth Management Boundary

Rural Residential Growth Management Boundary

Initial  
*RRP*

Other Areas

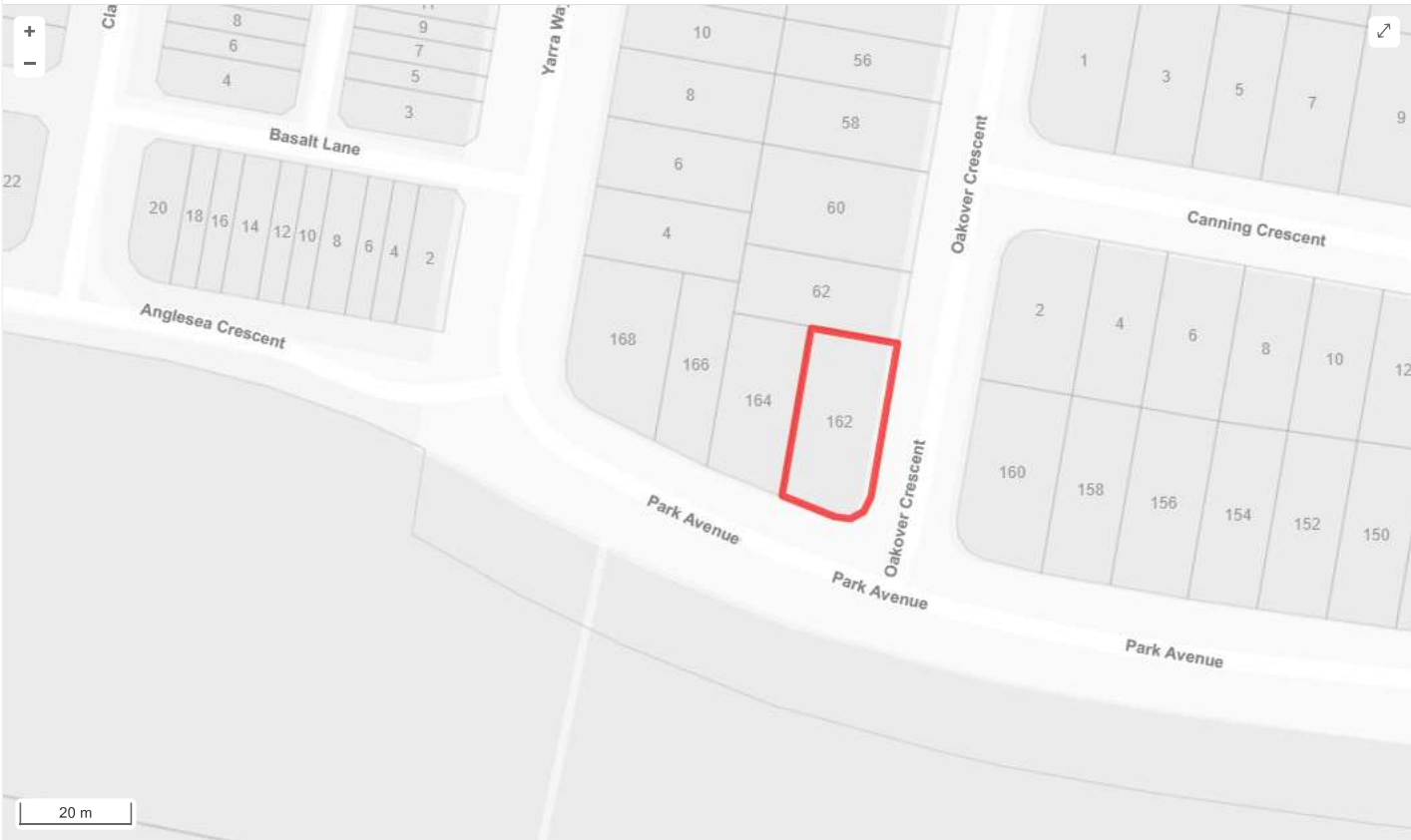
[View Priority Development Area](#)



 Priority Development Area (Caloundra South)

Initial  

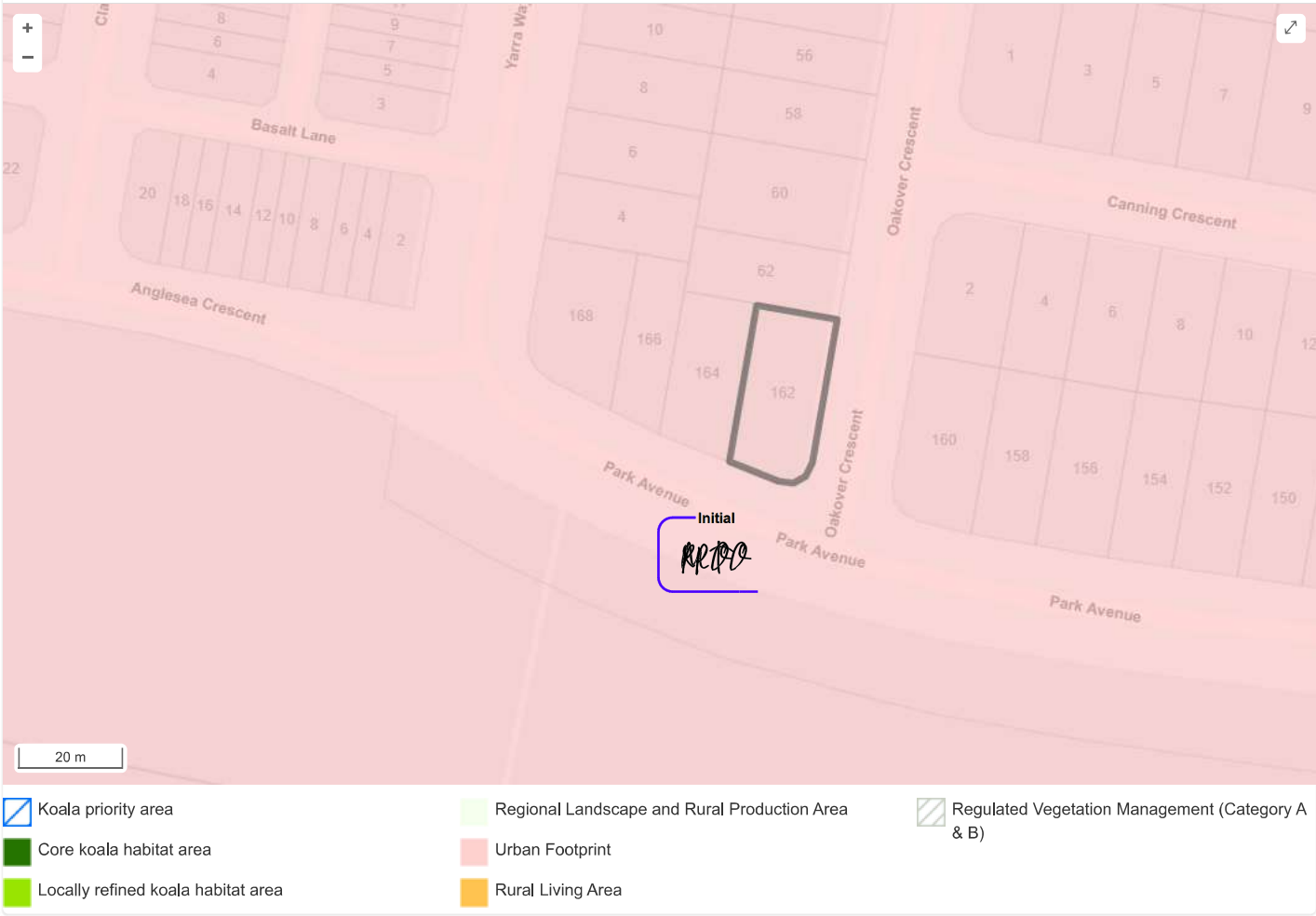

Road and Pathway Hierarchy + Proposed Trunk Transport Corridor Upgrades



<div></div> Highway/Motorway, Current	<div></div> District Collector Street, Current	<div></div> District Collector, Subject to Investigation
<div></div> Highway/Motorway, Future	<div></div> District Collector Street, Future	<div></div> Existing Pathways, Regional
<div></div> Arterial, Current	<div></div> District Main Street, Future	<div></div> Existing Pathways, District
<div></div> Arterial, Future	<div></div> Neighbourhood Collector Street, Current	<div></div> Existing Pathways, Local
<div></div> Arterial Main Street, Current	<div></div> Neighbourhood Collector Street, Future	<div></div> Future Pathways, Regional
<div></div> Distributor, Current	<div></div> Local, Current	<div></div> Future Pathways, District
<div></div> Distributor, Future	<div></div> Local, Future	<div></div> Future Pathways, Local
<div></div> Controlled Distributor, Current	<div></div> Highway/Motorway, Subject to Investigation	<div></div> 2016-2021
<div></div> Controlled Distributor, Future	<div></div> Arterial, Subject to Investigation	<div></div> 2021-2026
<div></div> Sub-arterial Main Street, Current	<div></div> Distributor, Subject to Investigation	<div></div> 2026-2031
<div></div> Sub-arterial Main Street, Future	<div></div> Controlled Distributor, Subject to Investigation	<div></div> 2031-2036

Additional Site Information	
Electoral Division	DIVISION 1 Jenny Broderick
State Assessment Referral Agency (SARA) DA Mapping	<p>This map relates to assessment and referral triggers under the Sustainable Planning Regulation 2009. Limited Layers have been displayed for the purpose of this report. Go to <a href="#">SARA DA Mapping</a>.</p> <p><b>Note:</b> Development and/or clearing of vegetation in Koala Habitat areas may be prohibited and penalties may apply. Visit <a href="#">Koala Maps</a> for more information.</p>

State Assessment Referral Agency (SARA) DA Mapping



Flood Hazard Area for Building Regulation Purposes

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

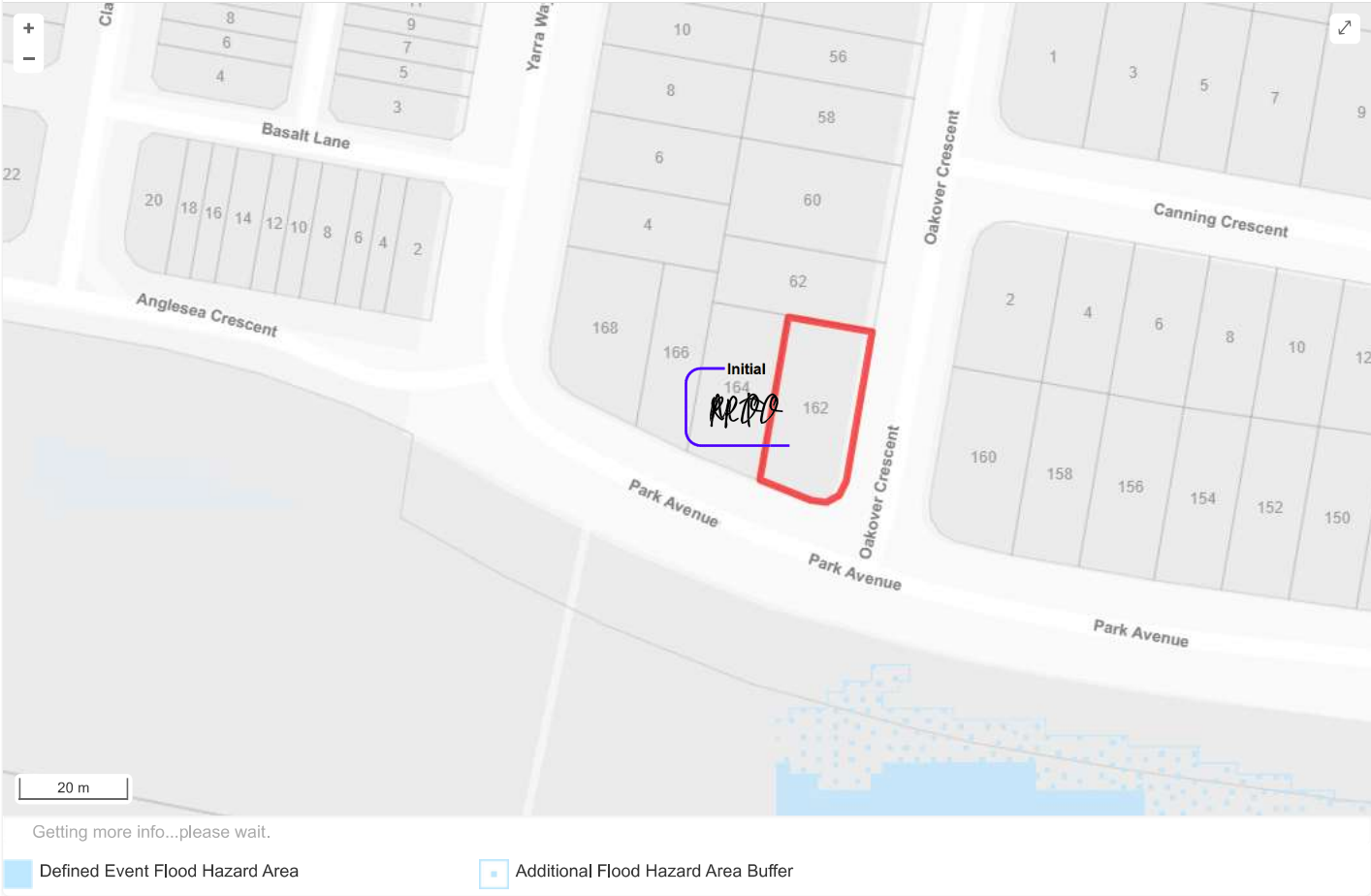
The Map is based on the Defined Flood Event, but also includes additional buffer flood hazard areas. These additional buffer areas incorporate freeboard allowance, overland flow paths and street drainage.

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

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

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

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



Flood Hazard Area for Building Regulation Purposes - Minimum Floor Level

For the purposes of the QDC MP3.5 (2012) and the Building Regulations s8 (2021), the levels provided in this table for new buildings are a declaration of the finished floor level requirements for Class 1 Buildings built in all or part of the Flood Hazard Area

Defined Flood Level	11.57 mAHD
Maximum Flow Velocity	Not Provided on RPEQ Developer Lot Table
Inactive Flow or Backwater Area	Yes
Freeboard	300 mm
Minimum Floor Level	11.87 mAHD
Notes	N/A
Source	This lot is not mapped within the Flood Hazard Area, however Defined Flood Levels and Minimum Floor Levels have been provided through a RPEQ Certified Developer Lot Table.

Initial  




Flood Mapping and Information 2023

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

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

Risk rating definitions

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

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

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

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

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

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



Job ID 50808844

251194



[Review responses online](#) ↗



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

162 Park Av, Nirimba QLD 4551

Job dates  
05/08/2025 → 05/08/2025

These plans expire on  
29 Aug 2025

Lodged by  
Samuel Ferguson

Authority	Status	Page
✉ BYDA Confirmation		2
🏢 Energex QLD	Received	4
🏢 Sunshine Coast Regional Council	Received	42
🏢 Telstra QLD South East	Received	46
🏢 Unitywater North	Received	53

Initial  
MTO

Initial  
RPO

Job No 50808844



byda.com.au

Contact Details

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

Job Site and Enquiry Details

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

Enquiry date	Start date	End date	On behalf of	Job purpose	Locations	Onsite activities
01/08/2025	05/08/2025	05/08/2025	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
251194	162 Park Av Nirimba QLD 4551	-

Your Responsibility and Duty of Care

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

Asset Owner Details

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

Referral ID (Seq. no)	Authority Name	Phone	Status
258891278	Energex QLD	13 12 53	NOTIFIED
258891276	Sunshine Coast Regional Council	(07) 5475 8719	NOTIFIED
258891279	Telstra QLD South East	1800 653 935	NOTIFIED
258891277	Unitywater North	1300 086 489	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.



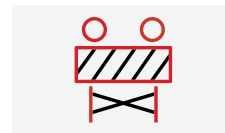
## Prepare

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

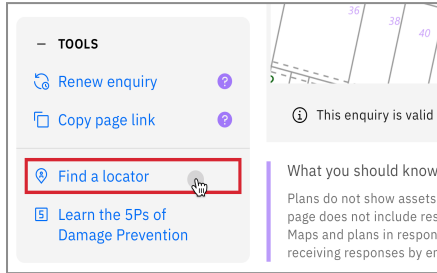
Protecting and supporting the exposed infrastructure is the responsibility of the excavator. Always erect safety barriers in areas of risk and enforce exclusion zones.



## 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](http://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](http://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](http://byda.com.au/contact/education-awareness-enquiry-form)

BOOK NOW

Job ID 50808844

Energex QLD

Referral

258891278

Member Phone

13 12 53

Responses from this member

Response received Fri 1 Aug 2025 3.08pm

File name	Page
Response Body	5
258891278 - Energex Plan.pdf	8
Working Near Overhead and Underground Electric Lines.pdf	9
Energex BYDA Terms and Conditions.pdf	37

# 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.

<b>You:</b>	<b>BYDA Enquiry No:</b>
Samuel Ferguson	258891278
<b>Company:</b>	<b>Date of Response:</b>
Good Law QLD	01 Aug 2025
<b>Search Location:</b>	<b>Period of Plan Validity:</b>
162 Park Av Nirimba, QLD 4551	4 Weeks

**External Comments (if any):**

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

**It is important that You note:**

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

Initial  
MTA

Initial  
RPO

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

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

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

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

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

E: [custserve@energex.com.au](mailto:custserve@energex.com.au)

E: [byda@energyg.com.au](mailto:byda@energyg.com.au)

ABN: 40 078 849 055



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

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

Initial  
MTA

Initial  
RPA



Initial

MTA

Initial

RPO



BYDA

Sequence: 258891278  
Date: 01/08/2025  
Scale: 1:500  
Tile No: 1

LEGEND

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

AS5488 Category "D" Plan



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



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.

<b>Person responsible for ensuring compliance with this Work Practice:</b>	All EQL employees have responsibility to comply with listed controls.
<b>Measures in place to ensure compliance with the Work Practice:</b>	Team Leaders must provide appropriate supervision and / or assurance in addition to formal assurance activities performed by EQL.
<b>Person(s) responsible for reviewing the Work Practice:</b>	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).
<b>Work Practice control and guidance to be reviewed:</b>	All controls for this task must be verified, monitored, and maintained by crews for the duration of works.
<b>Key tools and equipment:</b> 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.

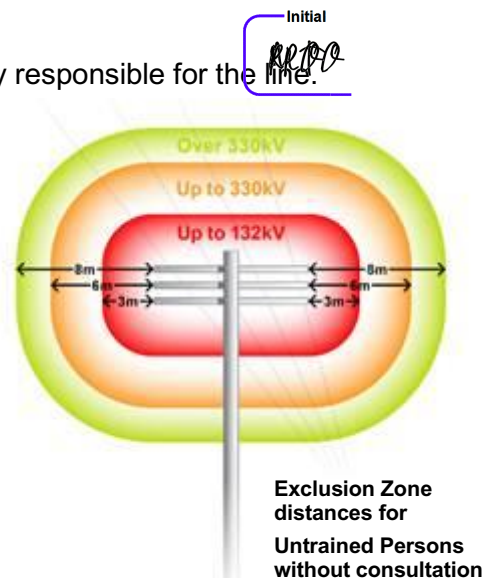
### 1.2.2 Exclusion Zones

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 <sup>Initial</sup> ~~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](mailto:custserve@energex.com.au) or [authorisedperson@energex.com.au](mailto:authorisedperson@energex.com.au)
- **Ergon Energy:** [safetyadvice@ergon.com.au](mailto: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
<b>Safety Advice</b>	Base information	Provide Safety Advice	<b>Nil cost to customer</b>
<b>LV Service isolation</b>	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.	<b>Cost to customer.</b>
<b>Insulation integrity verification</b>	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.  Initial 	<b>Cost to customer.</b>
<b>Service replacement</b>	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.	<b>Nil cost to customer</b> 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.	<b>Nil cost to customer</b> for first disconnection and reconnection. <b>Cost to customer</b> 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.	<b>Cost to customer</b> for service replacement. Customer responsible for necessary installation, Mains Connection Box and service support bracket upgrade and associated costs if required.
<b>Tiger Tails</b>	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.	<b>Cost to customer.</b>
<b>Aerial Markers</b>	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.	<b>Cost to customer.</b>
<b>Switching</b>	8. Customer requested switching	Customer requested switching to allow customer/contractor to work close (no exclusion zone prescribed e.g. no contact permitted).	<b>Cost to customer.</b>

**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

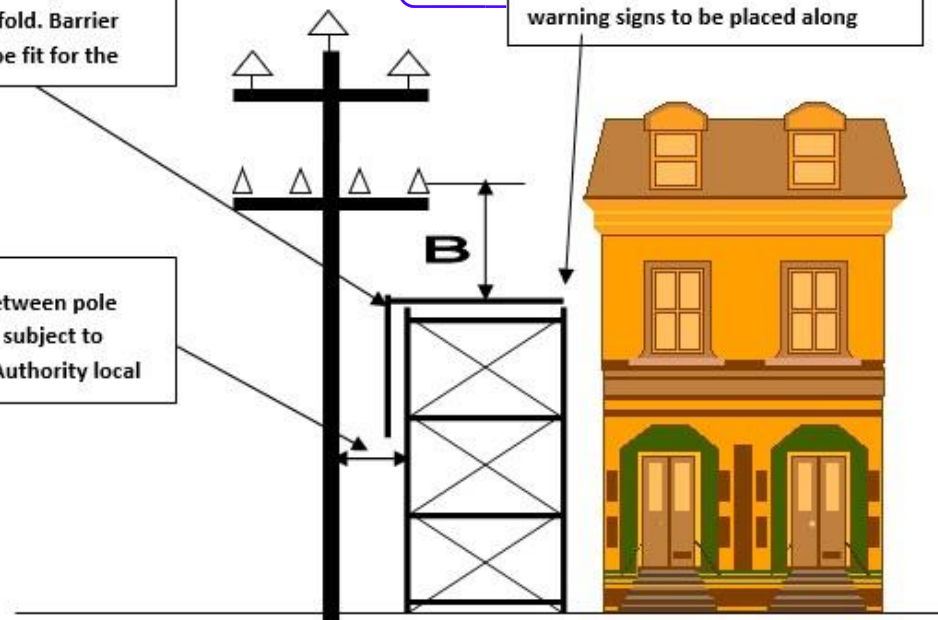
Barrier fixed securely to the face of the scaffold. Barrier material must be fit for the intended purpose.



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](mailto:custserve@energex.com.au)
- **Website:** [www.energex.com.au](http://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](mailto:Highload2@ergon.com.au)
- **Website:** [www.ergon.com.au](http://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.

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**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	
<b>LV</b>	300 (Ergon) 250	100	500	*1000	500	1000	500
<b>HV</b>	(Energex)	300					

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

## PROCEDURE / INSTRUCTIONS

### Underground Services Crossing Electricity Entity Electrical Assets (Minimum Separation required in mm)

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

#### Notes:

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

#### Additional Details and Fact Sheets on Electricity Entity Requirements

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

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

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

## 4. EXCAVATION

### 4.1. Excavating near Poles and Stay Wires

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

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

## PROCEDURE / INSTRUCTIONS

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

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

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

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

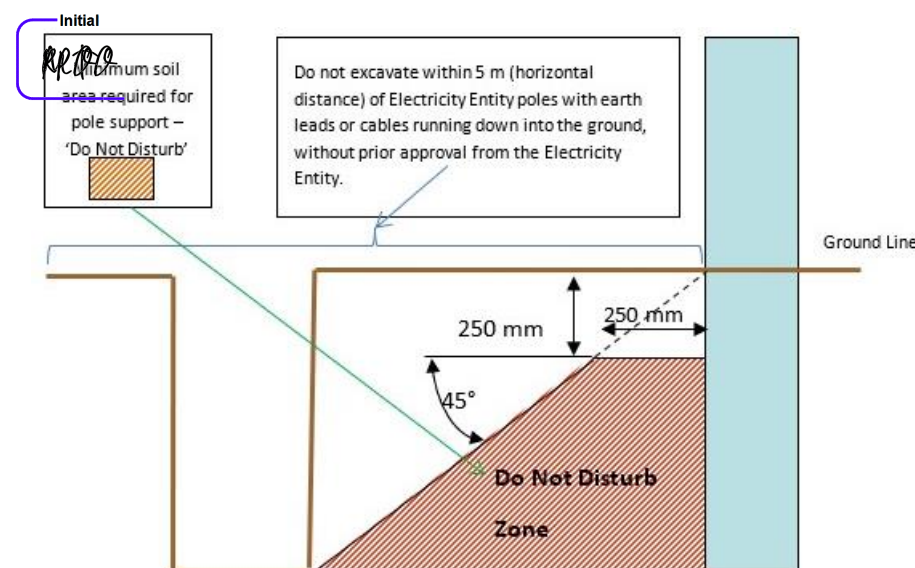


Figure 1 - Do Not Disturb Zone requirements when excavating near poles

**PROCEDURE / INSTRUCTIONS**

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

**4.1.1 Certified Engineering Assessment**

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

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

**4.2. Excavating Near Underground Electrical Assets**

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

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

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

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

**4.2.2 Excavating Across Underground Electrical Assets**

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

**4.2.3 Heavy Machinery Operation Over Underground Electrical Assets**

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

**4.2.4 Directional Boring Near Underground Electrical Assets**

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

**4.2.5 Hydro Vac Operation**

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

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

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**PROCEDURE / INSTRUCTIONS****4.3. Blasting**

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

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

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

**5. REPORTING DAMAGE CAUSED TO OVERHEAD OR UNDERGROUND ELECTRIC LINES**

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

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

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

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

**6.1.1 What is an Electricity Easement?**

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

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

**6.1.2 Why are easements necessary?**

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

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

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

**6.1.4 Who owns the land the easement is on?**

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

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

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

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

**6.1.6 Who is responsible for maintenance of easement area?**

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

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

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

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

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

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

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

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

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

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

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

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

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

When planning and before commencement (regardless of whether or not local council approval is required), it is essential to confirm that the proposed construction work (e.g. building, structure, sign, crane, scaffold) does not breach the minimum statutory clearance distances that must be maintained from nearby Electricity Entity overhead or underground electric lines. Refer Electrical Safety Regulation 2013, Schedule 4 and 5 for information on statutory clearance distances that must be complied with.

It is extremely dangerous and potentially life threatening to allow anything to come in close proximity to the conductors of an electric line.

Where it is necessary for an Electricity Entity to relocate electric lines due to statutory clearance breach caused by construction work performed nearby, the Electricity Entity is entitled to recover costs from the PCBU, property owner or occupier who caused the breach. Refer Electrical Safety Regulation 2013, Section 209 Building or adding to structure near electric lines.

Although it is preferred that the area around Electricity Entity electrical assets (including within an Easement area) is free of development, the following examples provide property owners and occupiers with an indication of what type of development is acceptable and what is not.

**NOTE:** Do not assume that your local council approval is sufficient approval for you to proceed with your work. The local council may not check whether or not your proposed construction work will comply with the Electricity Entity's statutory clearance requirements

**6.3. What clearances must be maintained once construction work is completed?**

Electrical Safety Regulation 2013, Schedule 4 - Clearance of overhead electric lines and Schedule 5 – Clearance of low voltage overhead service lines detail the statutory clearances that must be maintained from overhead electric lines for completed buildings and structures. These statutory clearances will need to be taken into consideration during the planning phase of determining the location for a building or structure. The table below sets out the minimum statutory clearances required for voltage levels up to 33 kV. Additional requirements may apply for voltage levels above 33 kV, contact the Electricity Entity for consultation.

Where the Electricity Entity has identified a breach of statutory clearance resulting from erection of a building or structure, the statutory breach will be reportable to the Electrical Safety Office as a Dangerous Electrical Event and any costs incurred in subsequent remedial work to achieve required statutory clearances may be recovered from the person or company who caused the breach of statutory clearance.

PROCEDURE / INSTRUCTIONS

CODE	LOCATION	DIRECTION	INSULATED CABLE (ABC) (Note 1)	BARE	MORE THAN 1000 VOLTS BUT NOT MORE THAN 33kV
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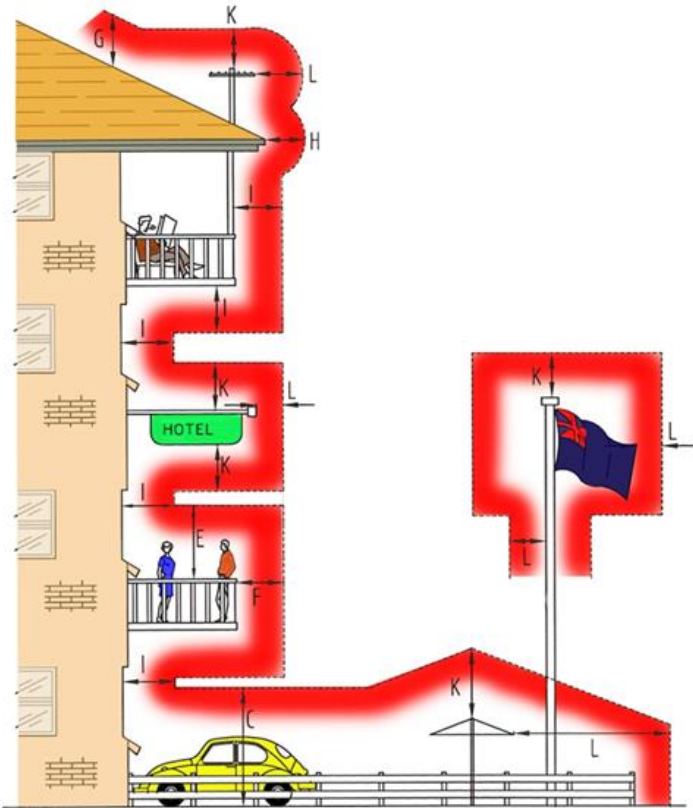
MINIMUM CLEARANCE FROM ROADS, GROUND, OR BOUNDARIES

A	Crossing the carriageway, roadway	VERTICALLY	5.5m	5.5m	6.7m
A1	Designated "Over Dimension Routes"	VERTICALLY	7.0m	7.0m	7.5m
B	At other positions, footpath	VERTICALLY	5.5m	5.5m	5.5m
C	Other than roads but trafficable	VERTICALLY	5.5m	5.5m	5.5m
C1	Areas totally inaccessible to traffic or mobile machinery	VERTICALLY	4.5m	4.5m	4.5m
D	Cuttings, embankments, easement boundaries	HORIZONTALLY	1.5m	1.5m	2.1m
X	Real Property Boundaries	HORIZONTALLY	0.0m	0.0m	0.0m

MINIMUM CLEARANCE FROM STRUCTURES AND BUILDINGS

E F	Unroofed terraces, balconies, sun-decks, paved areas, etc, subject to pedestrian traffic only. A hand rail or wall surrounding such an area and on which a person may stand. (Note)	VERTICALLY AND HORIZONTALLY (Note)	2.7m 1.2m	3.7m 1.5m	4.6m 2.1m
G H	Roofs or similar structures not used for traffic or resort but on which a person may stand. A parapet surrounding such a roof and on which a person may stand. (Note)	VERTICALLY AND HORIZONTALLY (Note)	2.7m 0.9m	3.7m 1.5m	3.7m 2.1m
I	Covered places of traffic or resort such as windows which are capable of being opened, roofed open verandahs and covered balconies.	IN ANY DIRECTION	1.2m	1.5m <i>Initial</i>	2.1m
J	Blank walls, windows which cannot be opened. (Note)	HORIZONTALLY	0.6m	1.5m <i>REPO</i>	1.5m
K L	Other structures not normally accessible to persons. (Note)	VERTICALLY HORIZONTALLY (Note)	0.6m 0.3m	2.7m 1.5m	3.0m 1.5m

NOTE:  
The vertical clearance and the horizontal clearance specified shall be maintained.



## PROCEDURE / INSTRUCTIONS

The following list of examples is not exhaustive, and it may be necessary to contact the Electricity Entity if doubt exists as to what is permitted around electricity assets.

<b>What is <i>PERMITTED</i> around Electricity Entity overhead or underground electric lines</b>	<b>What is <i>NOT PERMITTED</i> around Electricity Entity overhead or underground electric lines</b>
<ul style="list-style-type: none"> <li>✓ 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. <b>Note:</b> Maximum Growth Height of 3 m.</li> <li>✓ Clothes hoists and barbecues should be located clear of the vehicle access way. <b>Note:</b> Maximum Height 2.5 m.</li> <li>✓ 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.</li> <li>✓ Excavating, filling and altering of nearby land may be acceptable but full details need to be provided to the Electricity Entity for assessment.</li> <li>✓ 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.</li> <li>✓ Parking of vehicles, trucks, trailers, etc. is normally allowed. <b>Note:</b> 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.</li> </ul>	<ul style="list-style-type: none"> <li>✗ Build houses, sheds, garages or other large structures. Building of roofed/ unroofed verandahs, swimming pools and pergolas are generally not acceptable.</li> <li>✗ Flying kites or model aircraft within the easement.</li> <li>✗ Driving fence posts or stakes into ground within easements where there is underground cabling.</li> <li>✗ Storing liquids such as petrol, diesel fuel, or any flammable or combustible material that will burn.</li> <li>✗ Installing lighting poles.</li> <li>✗ Stockpiling soil or garbage within the easement.</li> <li>✗ Planting trees in large quantities that could create a fire hazard or that grow in excess of the approved maximum height of 3 m.</li> <li>✗ Storing or using explosives.</li> <li>✗ Residing in or occupying any caravan or mobile home within an easement.</li> <li>✗ 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.</li> </ul>

### 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](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](http://www.arpansa.gov.au/RadiationProtection/Factsheets/is_electricity.cfm)

DEFINITIONS	
Term	Definition
Applicant	A person contacting or applying to the Electricity Entity for a Safety Advice.
Authorised Person	For work near an electrical line, means a person who has enough technical knowledge and experience to do work that involves being near to the electrical line; and has been approved by the person in control of the electrical line (Electricity Entity) to do work near to the electrical line.
Authorised Person (Electrical)	An Electrical Mechanic or Electrical Linesperson (holding current Queensland Licence) working on behalf of an electrical contractor and accredited with the Electricity Entity who is permitted to remove and replace LV service fuse(s) when isolation of customer LV service line is required to eliminate the exclusion zone around the LV service line, or to work on the customer's mains and / or switchboard.
Earthworks	Any digging, penetration or disturbance of ground including but not limited to post hole digging, excavating, trenching, directional boring, bore hole sinking, driving pickets/posts into ground, cut and fill, dam or levee bank construction, blasting.
Electricity Entity	Where Electricity Entity appears throughout this document, it relates to either Energex or Ergon Energy area of responsibility. Refer to respective contact details below.
Instructed Person	For an electrical line, means a person who is acting under the supervision of an Authorised Person for the electrical line.
Safety Advice	A written notice identifying the known electrical hazards at a specific site and advising the control measures required to be implemented by Responsible Person (person responsible for worksite) to reduce the likelihood of harm to person, plant or vehicle at site.
Safety Observer	<p>A safety observer or "spotter", for the operation of operating plant, means a person who:</p> <ul style="list-style-type: none"> <li>(a) observes the operating plant; and</li> <li>(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.</li> </ul> <p>This is a person who has undergone specific training and is competent to perform the role in observing, warning and communicating effectively with the operator of the operating plant.</p>
Untrained Person	For an electrical line, means a person who is not an Authorised Person or an Instructed Person for the electrical line.

TRAINING
Staff must be current in all Statutory Training relevant for the task.



## SAFETY / ENVIRONMENTAL CONTROLS

Follow the Safety Policy, procedures and practices set out for Energy Queensland and subsidiary companies.

Personnel are responsible for understanding all the risks and ensuring their individual actions do not endanger the health and safety of themselves or others.



## FATAL HAZARDS CRITICAL CONTROLS FOR THE TASK



## REFERENCES

### Supporting Documents

Electrical Safety Regulation 2013: Part 5 - Overhead and Underground Electric Lines  
 Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines  
 Work Health and Safety Act 2011  
 Work Health and Safety Regulation 2011

### Energex documents:

- Application for Safety Advice – Working near Energex exposed live parts
- Important Notice – Working near Energex Power Lines Including Overhead Services
- Safety Advice on working near Energex exposed live parts

### Ergon Energy documents:

- Safety Advice Request Form
- Safety Advice on Working around Electrical Parts Form
- Important Notice Regarding Safety Advice QRG

Copies of the relevant Acts, Regulation and Codes of Practice and any other relevant legislation can be found on the Queensland Government web site - <https://www.worksafe.qld.gov.au/>

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## 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](#)

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

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

E: [custserve@energex.com.au](mailto:custserve@energex.com.au)

E: [byda@energyq.com.au](mailto: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 or private underground cables (inc. consumers' mains that may run from Energex mains onto private property) in the vicinity of the nominated work area(s) that are not marked on the plans.
- Being aware of Your obligations including but not limited to [ss 304, 305] Excavation work— underground essential services information under the [Work Health and Safety Regulation 2011](#) , Chapter 6 Construction work, Part 6.3 Duties of person conducting business or undertaking. This includes but is not limited to taking reasonable steps to obtain the current information & providing this information to persons engaged to carry out the excavation work. For further information please refer to: - <http://www.legislation.qld.gov.au/LEGISLTN/SLS/2011/11SL240.pdf>
- Energex plans are designed to be printed in colour and as an A3 Landscape orientation.

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

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

E: [custserve@energex.com.au](mailto:custserve@energex.com.au)

E: [byda@energvyq.com.au](mailto:byda@energvyq.com.au)

ABN: 40 078 849 055



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RPA



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

### **Records:**

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

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

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

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

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

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

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

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

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

### **Location of Assets:**

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

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

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

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

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

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

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

E: [custserve@energex.com.au](mailto:custserve@energex.com.au)

E: [byda@energvyq.com.au](mailto:byda@energvyq.com.au)

ABN: 40 078 849 055



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RPA

**Asset Installation Methods:**

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

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

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

**Excavating Near Assets:**

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

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

**Excavating Parallel to Assets:**

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

**Separation from Assets:**

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

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

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

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

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

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

**Excavating Across Assets:**

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

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

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

E: [custserve@energex.com.au](mailto:custserve@energex.com.au)

E: [byda@energvyq.com.au](mailto:byda@energvyq.com.au)

ABN: 40 078 849 055



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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](mailto: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](mailto:byda@energyq.com.au).

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

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

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E: [byda@energyq.com.au](mailto:byda@energyq.com.au)

ABN: 40 078 849 055



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Job ID 50808844

Sunshine Coast Regional Council

Referral  
258891276

Member Phone  
(07) 5475 8719

Responses from this member

Response received Fri 1 Aug 2025 3.03pm

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Dear Samuel Ferguson

Sequence Number 258891276

Date 1 August 2025

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

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

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

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

[mail@sunshinecoast.qld.gov.au](mailto:mail@sunshinecoast.qld.gov.au)

#### DISCLAIMER

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

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

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

1 August 2025

Dear Samuel Ferguson

**RESPONSE TO RECENT BYDA ENQUIRY**  
**162 Park Av Nirimba QLD 4551**  
**SEQ: 258891276**

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

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

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

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

#### IMPORTANT NOTICE

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

#### DISCLAIMER

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

T 07 5475 7272 E [mail@sunshinecoast.qld.gov.au](mailto:mail@sunshinecoast.qld.gov.au)  
Locked Bag 72 Sunshine Coast Mail Centre Qld 4560  
[sunshinecoast.qld.gov.au](http://sunshinecoast.qld.gov.au)

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

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Plans generated by SmarterWX™  
Automate

**01/08/25 (valid for 30 days)**

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



**Job # 50808844**

**Seq # 258891276**

### Legend

- Electrical Poles
- Electrical Conduits

### Stormwater Pit

- CatchPit
- ▤ FieldInlet
- Manhole

### Stormwater Pipe

- Box
- Pipe



Scale 1:1,000 
0
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20
 m

### Disclaimer

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

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Provided by Sunshine Coast Council



SCC

Job ID 50808844

Telstra QLD South East

Referral  
258891279

Member Phone  
1800 653 935

Responses from this member

Response received Fri 1 Aug 2025 3.08pm

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**Attention:** Samuel Ferguson

**Site Location:** 162 Park Av, Nirimba, QLD 4551

**Your Job Reference:** 251194

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

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

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

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

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

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

Please note:

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

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

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

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

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

See the **Before You Dig Australia - BEST PRACTISE GUIDES and The five Ps of safe excavation**

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

Please note that:

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

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

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

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

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

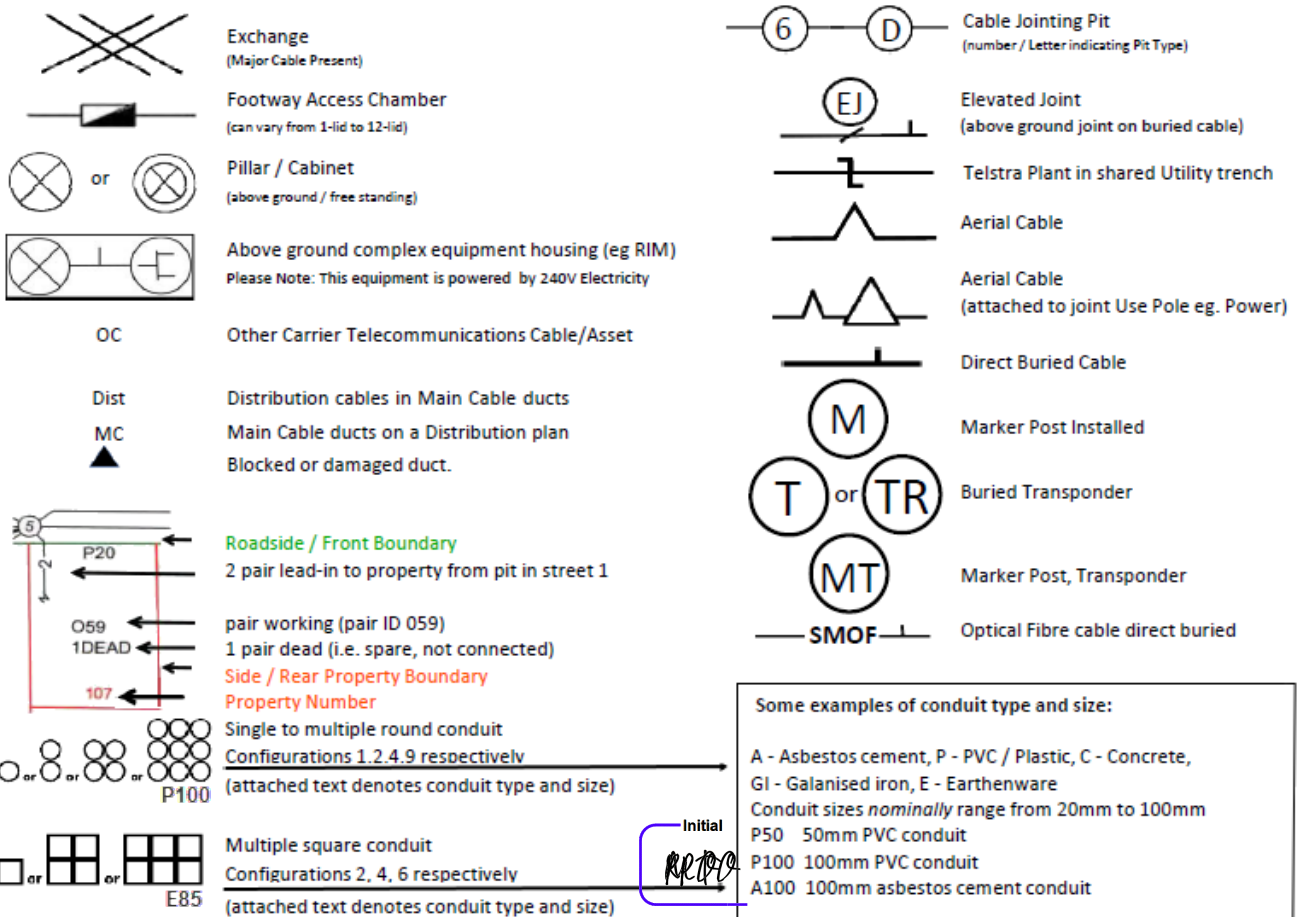
(See attached file: *258891279.pdf*)

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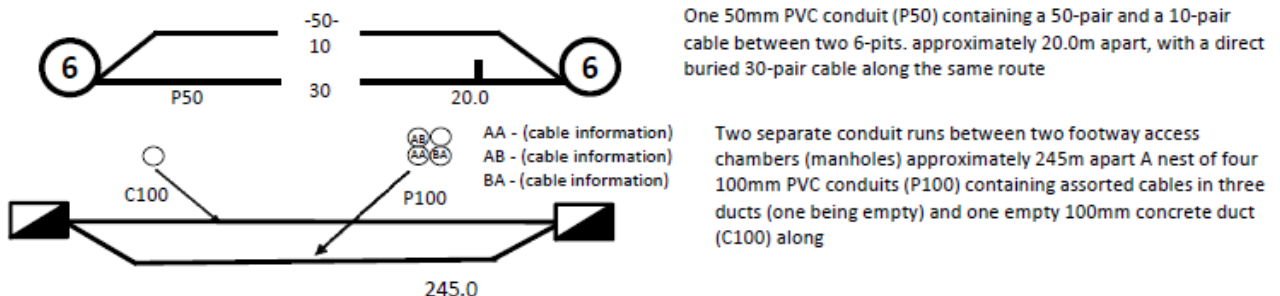
Initial  
RPO



## LEGEND



### Some Examples of how to read Telstra Plans



### Protect our Network:

by maintaining the following distances from our assets:

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

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



## General Information

### Before you Dig Australia – BEST PRACTISE GUIDES

#### The five Ps of safe excavation

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

### OPENING ELECTRONIC MAP ATTACHMENTS –

Telstra Cable Plans are generated automatically in either PDF or DWF file types.  
Dependent on the site address and the size of area selected.  
You may need to download and install free viewing software from the internet e.g.



DWF Map Files (all sizes over A3)  
Autodesk Viewer (Internet Browser) <https://viewer.autodesk.com/> or  
Autodesk Design Review <http://usa.autodesk.com/design-review/> for  
DWF files. (Windows PC)



PDF Map Files (max size A3)  
Adobe Acrobat Reader <http://get.adobe.com/reader/>



Telstra BYDA map related enquiries email [Telstra.Plans@team.telstra.com](mailto:Telstra.Plans@team.telstra.com)  
1800 653 935 (AEST Business Hours only)



#### REPORT ANY DAMAGE TO THE TELSTRA NETWORK IMMEDIATELY

Report online - <https://www.telstra.com.au/forms/report-damage-to-telstra-equipment>

Ph: 13 22 03

If you receive a message asking for a phone or account number say:  
“I don’t have one” then say “Report Damage” then press 1 to speak to an operator.



Telstra New Connections / Disconnections  
13 22 00



Telstra asset relocation enquiries: 1800 810 443 (AEST business hours only).

[NetworkIntegrity@team.telstra.com](mailto:NetworkIntegrity@team.telstra.com)

<https://www.telstra.com.au/consumer-advice/digging-construction>



Telstra Aerial Assets Group (overhead network)  
1800 047 909




CERTLOC Certified Locating Organisation (CLO)

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

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





	<p>Report Damage: <a href="https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra">https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra</a> Ph - 13 22 03 Email - Telstra.Plans@team.telstra.com Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries</p>	<p>Sequence Number: 258891279</p>
<p>TELSTRA LIMITED A.C.N. 086 174 781</p> <p>Generated On 01/08/2025 15:06:59</p>		<p>Please read Duty of Care prior to any excavating</p>

**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.



# Before You Dig Australia

## Think before you dig

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

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

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

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

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



# Disclaimer and legal details

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

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

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

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

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

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

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

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

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

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

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

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

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

## Data Extraction Fees

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

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

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

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

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

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

Workers and equipment must maintain safety exclusion zones around power lines

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

## Privacy Note

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

Job ID 50808844

Unitywater North

Referral

258891277

Member Phone

1300 086 489

Responses from this member

Response received Fri 1 Aug 2025 3.03pm

File name	Page
Response Body	54
Coversheet - Assets Found.pdf	55
DBYD Map - SEQ# 258891277.pdf	57

Date of enquiry: 1/08/2025 3:02:00 PM

Notification No: 50808844 (Job No)

Sequence No: 258891277

Customers Name: Samuel Ferguson

Customers Phone No: +61494089332

Address supplied for dig site location

162 Park Av, Nirimba, QLD

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MTA

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RPA



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

1/08/2025



Dear Samuel Ferguson

**Response to your recent enquiry: More detailed information is required**

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

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

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

**Sequence No:** 258891277

**Job No:** 50808844

**Location:** 162 Park Av Nirimba

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

Yours sincerely

Ivan Beirne  
Head of Asset Management, Unitywater



## Important Information

### DISCLAIMER

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

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

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

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

### COMPLIANCE WITH LAWS

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

### DAMAGED INFRASTRUCTURE

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

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

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

### COPYRIGHT

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

### NOTES

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

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

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## UNITYWATER BYDA MAP

Sequence Number: 258891277

Job Number: 50808844

Printed On: 1/08/2025

Emergency Situations

Call Unitywater:

1300 086 489

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

### Legend

Extent of Unitywater Area

**Water**

Water Pump Station

Water Service

Water Valve

Water Pipe (Abandoned)

Water Hydrant

Water Fitting

**Water Main**

Trunk Main

Reticulation Main

**Sewer**

Sewer Pump Station

Sewer Maintenance Hole

Sewer Valve

Sewer Fitting

**Sewer Gravity Main**

Trunk Main

Reticulation Main

Overflow Main

Sewer Pipe (Abandoned)

**Sewer Pressure Main**

Pressure Sewer

Rising Main

Vacuum Main

Pressure Sewer Service

Sewer Service

**Recycled Water**

Recycled Water Pump Station

Recycled Water Valve

Recycled Water Hydrant

Recycled Water Fitting

Recycled Water Pipe (Abandoned)

Recycled Water Main

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

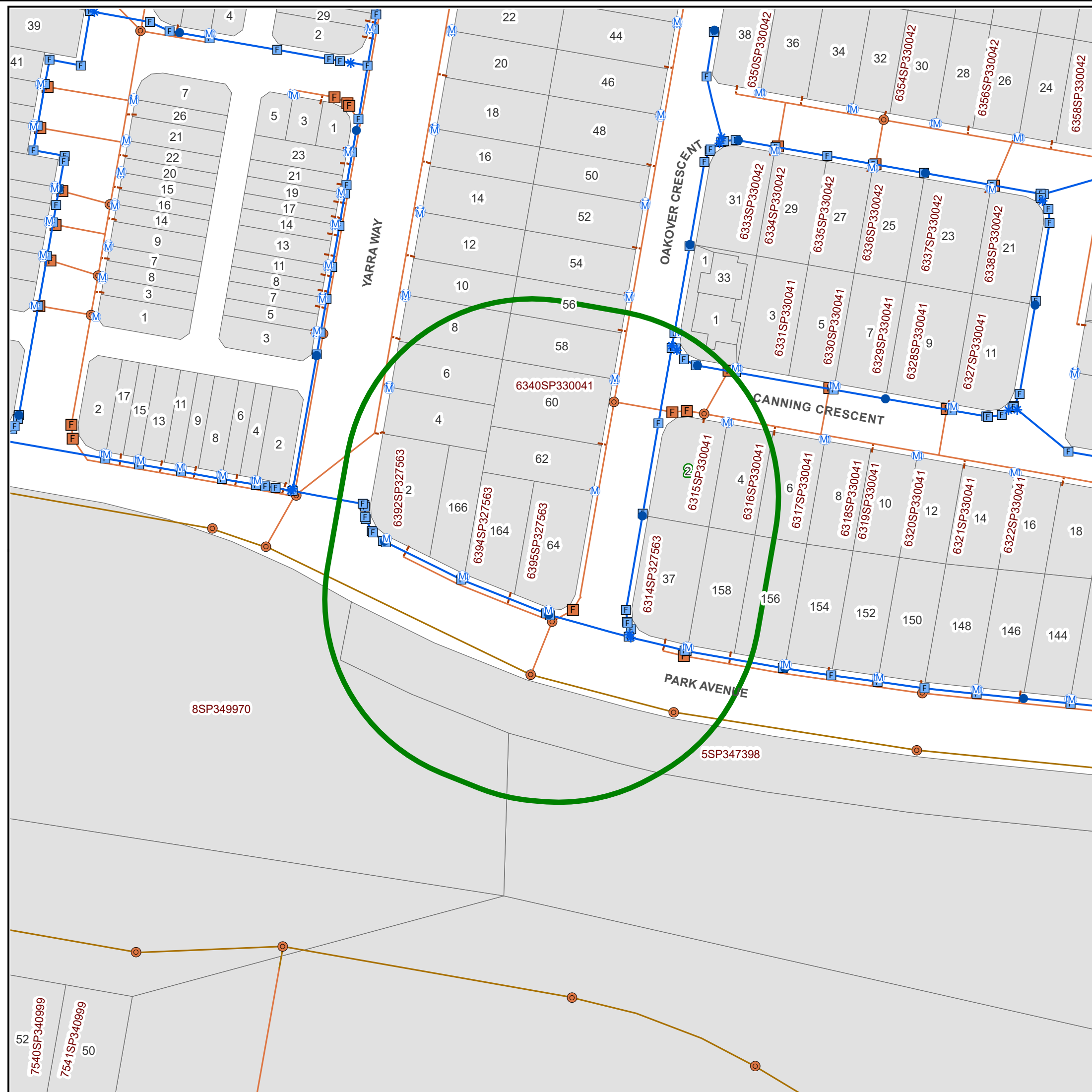


Before You Dig Australia  
PO Box 953  
Caboolture QLD 4510

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

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

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Unitywater  
Initial  
RPB



Job ID 50808844  
**251194**



**End of document**

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

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## Department of Transport and Main Roads

### Property Search - Advice to Applicant

**Property Search reference 930503**

**Date: 31/07/2025**

**Search Request reference: 169046279**

#### **Applicant details**

**Applicant:** Megan Thompson

megan@goodlawqld.com.au

**Buyer:** TBA TBA

#### **Search response:**

Your request for a property search on Lot 6395 on Plan SP327563 at 162 Park Av, Nirimba Qld 4551 has been processed.

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

#### **Note:**

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

#### **Disclaimer:**

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

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

#### **Privacy Statement:**

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

Initial  
MTD RPD



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

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

InfoTrack PTY LTD  
PO Box 10314, Adelaide Street  
Brisbane QLD 4001

Transaction ID: 51029824      EMR Site Id: 31 July 2025  
Cheque Number:  
Client Reference:

This response relates to a search request received for the site:  
Lot: 6395      Plan: SP327563  
162 PARK AV  
NIRIMBA

**EMR RESULT**

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

**CLR RESULT**

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

**ADDITIONAL ADVICE**

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

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

If you have any queries in relation to this search please email [emr.clr.registry@detsi.qld.gov.au](mailto:emr.clr.registry@detsi.qld.gov.au)

**Administering Authority**

Initial  
MTA

Initial  
RPA



**CERTIFICATE OF AFFECT**  
**QUEENSLAND HERITAGE REGISTER**

Client Reference: 251194

Certificate Number: CA023056  
Result 1 of 1

InfoTrack PTY LTD  
PO Box 10314, Adelaide Street

QLD 4001

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

**RESULT**

This response certifies that the place identified as:

Place Ref: None  
Place Name: None  
Lot: 6395 Plan: SP327563  
Located at:

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

**ADDITIONAL ADVICE**

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

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

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

Date of issue: 31/07/2025  
Receipt No: 6575455

Initial

Initial

## InfoTrack

---

From: searches@qcat.qld.gov.au [searches@qcat.qld.gov.au]  
Sent: Thursday, 31 July 2025 2:31 PM  
To: InfoTrack QLD Property Services  
Subject: RE: QCAT Search & Copy - 251194

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

### Queensland Civil and Administrative Tribunal Register of Proceedings

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

REBECCA PETA O'NEIL

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

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

This information is current as at 18/7/2025.

### Queensland Civil and Administrative Tribunal

\*\*\*\*\*

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

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# Rate notice

Customer enquiries: T 07 5475 7542 E [rates@sunshinecoast.qld.gov.au](mailto:rates@sunshinecoast.qld.gov.au)



ABN 37 876 973 913

162 PARK AVE  
NIRIMBA QLD 4551

## Half yearly rate notice for period

1 July 2025 to 31 December 2025

Issue date 22 July 2025  
Property no. 274623  
Valuation \$350,000  
Payment reference no. 101703345  
Due date for payment **22 August 2025**

**Amount payable \$1,214.61**

**Property location:** 162 Park Ave NIRIMBA QLD 4551  
**Property description:** Lot 6395 SP 327563

Rates and charges	Units	Rate charged	Amount
<b>Sunshine Coast Council rates and charges</b>			
General Rate - Category 6		Minimum Rate =	793.15
Garden Organics Bin - 240 Litre	0.50 x	\$96.00 x .5 =	24.00
Waste Bin - 240 Litre	1 x	\$501.00 x .5 =	250.50
Arts and Heritage Levy	1 x	\$20.00 x .5 =	10.00
Environment Levy	1 x	\$82.00 x .5 =	41.00
Transport Levy	1 x	\$43.92 x .5 =	21.96
Beerwah & Dist Rural Fire Charge	1 x	\$25.00 x .5 =	12.50
<b>State Government charges (Council required to collect on behalf of the State Government)</b>			
State Emergency Management Levy: Class E Group 02	1 x	x .5 =	61.50
<b>TOTAL:</b>			<b>\$1,214.61</b>

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

## Easy ways to pay:

**Biller Code:** 18259  
**Ref:** 101703345

### Mobile & Internet Banking – BPAY®

Make this payment from your cheque, savings, debit, credit card or transaction account.



Pay in store at Australia Post, or online at [auspost.com.au/postbillpay](https://auspost.com.au/postbillpay)



\*214 101703345



Call **13 18 16** and follow the prompts  
Credit Card: MasterCard and Visa  
Billpay Code: 0214 Reference: 1 0170 3345



Go to [www.sunshinecoast.qld.gov.au](http://www.sunshinecoast.qld.gov.au), click on 'Pay and Apply' and follow the prompts.  
Reference: 1 0170 3345  
MasterCard and Visa

Initial MTO Initial RPO

# Rates and payment information

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

## Why check your rate category?

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

## Is interest charged?

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

## Having difficulty paying your rates?

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

## Does Council offer a rate concession for pensioners?

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

## Are legal and professional costs shown on the rate notice?

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

## State levy information

### State Government Emergency Management Levy

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

### State Waste Levy

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



## Help us help the environment

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

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

Simply register for a MyCouncil account or log in to your existing account at [mycouncil.sunshinecoast.qld.gov.au](http://mycouncil.sunshinecoast.qld.gov.au) and change your delivery method to email.

## Other payment options:



### By mail

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



### Pay in person at any Council office

8.30am to 4.30pm weekdays.

#### Caloundra:

77 Bulcock Street

#### Maroochydore:

54 First Avenue

#### Nambour:

Corner Currie and Bury Street



### Direct debit

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

### Periodic direct debit

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

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

### Set and forget direct debit

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

**Sign up** Simply visit [mycouncil.sunshinecoast.qld.gov.au](http://mycouncil.sunshinecoast.qld.gov.au) to set up your direct debit payment plan.



### Pay using your smart phone

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





162 Park Ave  
NIRIMBA QLD 4551

WATER AND SEWERAGE  
YOUR BILL

**1300 086 489**  
Emergencies and faults 24 Hours, 7 days  
Account enquiries 8am-5pm Mon-Fri

**unitywater.com**  
ABN 89 791 717 472

Account number	100077838
Payment reference	1000 7783 89
Property	162 Park Ave, NIRIMBA, QLD

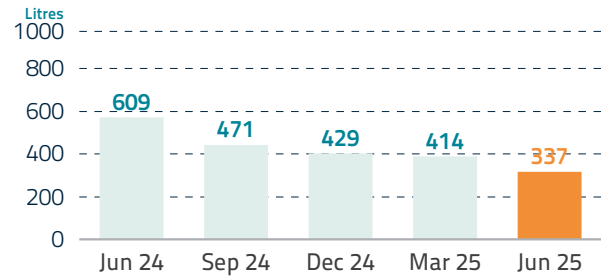
Bill number	7127415264
Billing period	21 Mar 2025 89 days to 17 Jun 2025
Issue date	20 Jun 2025
Approximate date of next meter reading	8 Sep 2025

Your account activity

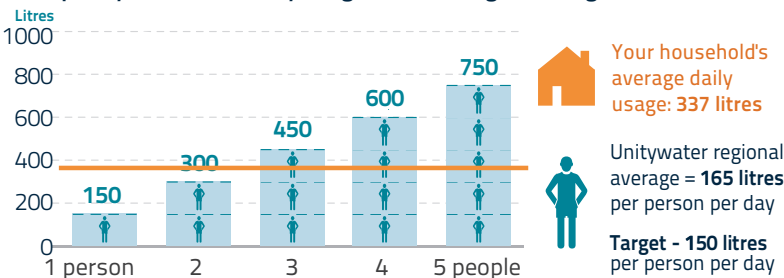
Your last bill	Payments/ adjustments	Balance	New charges	Total due
\$31.23	\$480.00	-\$448.77 In credit	\$385.51	\$0.00
				No payment due

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

Compare your average daily usage over time



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

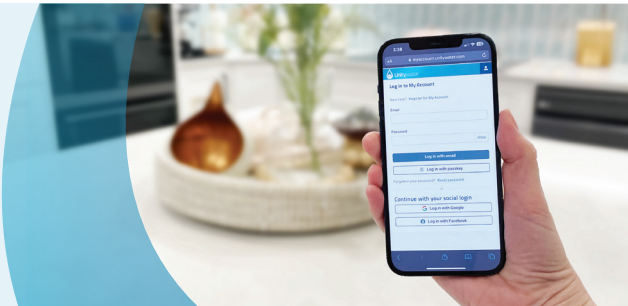


My Account

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

Everything you need, right at your fingertips.

To find out more visit [unitywater.com/myaccount](https://unitywater.com/myaccount)



Easy ways to pay For other payment options - see over



**BPAY®**  
Biller Code: 130393  
Ref: 1000 7783 89

Contact your bank or financial institution to pay from your cheque, savings, debit, credit card or transaction account.

Find out more at [bpay.com.au](https://bpay.com.au)

® Registered to BPAY Pty Ltd ABN 69 079 137 161



**Direct Debit**  
Login to My Account at [unitywater.com](https://unitywater.com) to set up automatic payments from your bank account or credit card or call us for assistance.

SmoothPay

Smooth out your bill payments across the year with regular fortnightly or monthly payments, interest free.

Find out more at [unitywater.com/smoothpay](https://unitywater.com/smoothpay)

Initial  
MTO  
RPO

Your account details



1300 086 489

Account enquiries

8am-5pm Mon-Fri

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

Meter ID	Previous read date	Previous reading (kL)	Current read date	Current reading (kL)	Usage (kL)	No. of days	Average daily usage (L)
UT2116305W	20 Mar 25	193	17 Jun 25	223	30	89	337.1
Total water usage					30	89	337.1
Total sewerage usage (waste and greywater) = 90% of water usage					27.00	89	303.4

Activity since last bill

Last bill		\$31.23
Payments / adjustments		
28 Mar 2025	CBA BPAY BPAY 27/03/2025	-\$40.00
4 Apr 2025	CBA BPAY BPAY 03/04/2025	-\$40.00
11 Apr 2025	CBA BPAY BPAY 10/04/2025	-\$40.00
22 Apr 2025	CBA BPAY BPAY 17/04/2025	-\$40.00
28 Apr 2025	CBA BPAY BPAY 24/04/2025	-\$40.00
2 May 2025	CBA BPAY BPAY 01/05/2025	-\$40.00
9 May 2025	CBA BPAY BPAY 08/05/2025	-\$40.00
16 May 2025	CBA BPAY BPAY 15/05/2025	-\$40.00
23 May 2025	CBA BPAY BPAY 22/05/2025	-\$40.00
30 May 2025	CBA BPAY BPAY 29/05/2025	-\$40.00
6 Jun 2025	CBA BPAY BPAY 05/06/2025	-\$40.00
13 Jun 2025	CBA BPAY BPAY 12/06/2025	-\$40.00
Account balance		-\$448.77

Water and Sewerage Charges

Lot 6395 Plan SP327563 Installation ID 223164355591

State Bulk Water Price	Period	kL/day	x Days	x Price/kL	
State Govt Bulk Water	21 Mar 25 to 17 Jun 25	0.3371	89	\$3.444	\$103.32

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

Unitywater (local government distributor-retailer price)

Variable Usage Charges	Period	kL/day	x Days	x Price/kL	
Water up to 822 L/day	21 Mar 25 to 17 Jun 25	0.3371	89	\$0.760	\$22.80
Sewerage up to 740 L/day	21 Mar 25 to 17 Jun 25	0.3034	89	\$0.760	\$20.52
Fixed Access Charges	Period	x No.	x Days	x Price/day	
Water Access 20mm	21 Mar 25 to 17 Jun 25	1	89	\$0.879	\$78.23
Sewerage Access	21 Mar 25 to 17 Jun 25	1	89	\$1.805	\$160.64
Water subtotal					\$204.35
Sewerage subtotal					\$181.16

New water and sewerage charges \$385.51

Total Due = 1 + 2 -\$63.26

Important information

Payment assistance

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

Changing contact details

Login to My Account at [unitywater.com](https://unitywater.com) for quick, easy changes online 24/7 or call us during business hours.

Pensioners

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

Credit card payments

Only MasterCard and Visa are accepted. A credit card surcharge may apply to your payment. Learn more at [unitywater.com/creditcard](https://unitywater.com/creditcard)

Interest on overdue amounts

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

Water efficiency

For water efficiency tips, visit [unitywater.com/water-tips](https://unitywater.com/water-tips)

Interpreter service 13 14 50

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

Privacy policy

We've updated our privacy policy so that we can deliver improved services with trusted partners. Visit [unitywater.com/privacy](https://unitywater.com/privacy)

International calls

+ 61 7 5431 8333

[unitywater.com](https://unitywater.com)

PO Box 953

Caboolture QLD 4510

1300 086 489



More payment options



Credit card by phone or online

To make a one-off credit card (Visa or MasterCard only) payment call 1300 047 763 or go to [unitywater.com](https://unitywater.com). A credit card surcharge may apply. Ref: 1000 7783 89



Cheques by mail

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



In person, by phone or online

Billpay Code: 4028

Ref: 1000 7783 89

Pay in person at any post office, call 13 18 16, or go to [postbillpay.com.au](https://postbillpay.com.au)



4028 1000778389 00000000

Account number 100077838

Payment reference 1000 7783 89

Total due \$0.00

No payment due

[QBCC website \(https://www.qbcc.qld.gov.au/\)](https://www.qbcc.qld.gov.au/) | [Search a register \(search-a-register\)](#) | [About QBCC \(https://www.qbcc.qld.gov.au/about-us\)](#) | [Legislation \(https://www.qbcc.qld.gov.au/about-us/legislation\)](#) | [Feedback & Enquiry \(contactsupport\)](#) | [Help \(https://www.qbcc.qld.gov.au/myqbcc-system-requirements-useful-tips\)](#)

# Pool Register



A building certificate is currently in place. This has the same effect as a pool safety certificate. See below for validity period.

## Property location

[Show Map](#)

Address

162 PARK AV, NIRIMBA QLD 4551

Initial

RPD

Lot on plan (RPD)

6395/SP/327563

Council

SUNSHINE COAST REGIONAL

Details

## Pool Details

Number of pools

1

Impracticality exemption

Shared pool property

No

Disability exemption

Building certificate issue date

18 July 2024

Alternative solution

Building certificate  
term

2 years

Initial

*RRP*

**Contact the QBCC to change the number of  
registered pools [click here \(contactsupport\)](#)**

## Pool safety certificate

There is no current pool safety certificate.

Note: If you are not selling or leasing your property,  
a pool safety certificate is not required.

The owner of a regulated pool must ensure the pool  
complies with the pool safety standard at all times  
and all barriers for the pool are kept in good  
condition.

Please [click here](#)

([https://www.qbcc.qld.gov.au/your-  
property/swimming-pools/inspect-certify-pool](https://www.qbcc.qld.gov.au/your-property/swimming-pools/inspect-certify-pool)), for  
more information about when a pool safety  
certificate is required



Back

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[Terms & conditions \(https://www.qbcc.qld.gov.au/myqbcc-terms-conditions\)](https://www.qbcc.qld.gov.au/myqbcc-terms-conditions)

[Privacy policy \(https://www.qbcc.qld.gov.au/privacy-policy\)](https://www.qbcc.qld.gov.au/privacy-policy)

[Help and support \(https://www.qbcc.qld.gov.au/myqbcc-system-requirements-useful-tips\)](https://www.qbcc.qld.gov.au/myqbcc-system-requirements-useful-tips)

[Maintenance \(upcoming-maintenance\)](#)

[www.qbcc.qld.gov.au \(https://www.qbcc.qld.gov.au\)](https://www.qbcc.qld.gov.au)

Initial  


# Contract for the Sale and Purchase of Residential Real Estate

First Edition

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

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

## REFERENCE SCHEDULE

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

## PARTIES

### SELLER

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

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

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

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

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

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

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

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

### SELLER'S AGENT

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

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

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

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

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

### SELLER'S SOLICITOR

← or any other solicitor notified to the Buyer

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

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

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

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

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

### BUYER

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

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

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

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

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

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

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

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

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

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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: \_\_\_\_\_

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

DESCRIPTION: LOT: \_\_\_\_\_ PLAN: \_\_\_\_\_ AREA: \_\_\_\_\_ ← more or less

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

Present Use: \_\_\_\_\_

Local Government: \_\_\_\_\_

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

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

**PRICE****Cyber Warning**

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

PURCHASE \$  
PRICE: \_\_\_\_\_DEPOSIT:  
Initial Deposit \$ \_\_\_\_\_  
payable on the day the Buyer signs this contract  
unless another time is specified below:Balance Deposit \$ \_\_\_\_\_  
(if any) payable on: \_\_\_\_\_

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

Deposit Holder:	
Deposit Holder's Trust Account:	
Bank:	
BSB:	Account No:

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

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

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

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## SETTLEMENT

### SETTLEMENT DATE:

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

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

## GST

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

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

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

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

## GST WITHHOLDING OBLIGATIONS

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

- ☐ No
- ☐ Yes

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

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

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

*(select whichever is applicable)*

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

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

## LAND TAX

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

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

*[select one]*

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

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

## CONDITIONS

### FINANCE

Finance Amount: \$ \_\_\_\_\_

Financier: \_\_\_\_\_

Finance Date: \_\_\_\_\_

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

### BUILDING AND/OR PEST INSPECTION DATE

Inspection Date: \_\_\_\_\_

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

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

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## MATTERS AFFECTING PROPERTY

### TITLE ENCUMBRANCES:

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

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

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

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

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

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

### TENANCIES:

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

☐ No

☐ Yes, details are contained in the attached Tenancies Schedule

### OTHER MATTERS:

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

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

☐ No

☐ Yes

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

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

### TREE ORDERS AND APPLICATIONS:

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

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

☐ No

☐ Yes

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

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

## POOL SAFETY

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

☐ No

☐ Yes

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

☐ No

☐ Yes

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

## ELECTRICAL SAFETY SWITCH AND SMOKE ALARM

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

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

☐ Installed in the residence

☐ Not installed in the residence

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

☐ Installed in the residence

☐ Not installed in the residence

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

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

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

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

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

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

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

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

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

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

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

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

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

*\*Include in attachment if insufficient space*

**INSPECTION OF BODY CORPORATE RECORDS**

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

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

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

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

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

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

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

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

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

*\*Include in attachment if insufficient space*

**INSPECTION OF BODY CORPORATE RECORDS**

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

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

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

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## SPECIAL CONDITIONS

## SIGNATURES

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

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

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

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

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

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

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

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

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

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

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**TERMS OF CONTRACT**  
**FOR THE SALE AND PURCHASE OF RESIDENTIAL REAL ESTATE**

**1. DEFINITIONS**

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

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

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

## 2. DEPOSIT

### 2.1 Payment of Deposit

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

### 2.2 Investment of Deposit

If:

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

### 2.3 Entitlement to Deposit and Interest

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

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

### 3. PURCHASE PRICE

#### 3.1 Payment of Balance Purchase Price

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

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

#### 3.2 Foreign Residents Capital Gains Tax Withholding

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

### 3.3 GST Withholding

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

### 3.4 Adjustments

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

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



### 3.5 Outgoings

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

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

where:

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

LA means the area of the Lot

PA means the area of the Parent Lot.

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

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

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

### 3.6 Rent

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

### 3.7 Cost of Bank Cheques

If settlement is not an Electronic Settlement:

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

## 4. CONDITIONS

### 4.1 Finance

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

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

## 4.2 Building and Pest Inspection

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

## 4.3 Consent to Transfer of State Lease

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

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

## 5. SETTLEMENT

### 5.1 Time and Date

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

### 5.2 Electronic Settlement

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

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

### 5.3 Place for Settlement

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



#### 5.4 Transfer Documents

If the settlement is not an Electronic Settlement:

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

#### 5.5 Documents and Keys at Settlement

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

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

#### 5.6 Assignment of Covenants and Warranties

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

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

#### 5.7 Possession of Property

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

#### 5.8 Title to Included Chattels

Title to the Included Chattels passes at settlement.

#### 5.9 Removal of Reserved Items

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

### 6. TIME

#### 6.1 Time of the Essence

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

#### 6.2 Extension of Settlement Date

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

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

### 6.3 Extension of Settlement Date – Late Unsigning

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

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

## 7. MATTERS AFFECTING THE PROPERTY

### 7.1 Title

The Lot is sold subject to:

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

### 7.2 Encumbrances

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

### 7.3 Requisitions

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

### 7.4 Seller's Warranties

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

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

### 7.5 Survey and Mistake

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

the Buyer's only remedy against the Seller is for compensation, but only if claimed by the Buyer in writing on or before settlement.
- (4) The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.5(3).

## 7.6 Requirements of Authorities

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

## 7.7 Property Adversely Affected

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

## 7.8 Effect of Pre-Contract Disclosure

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

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

## 7.9 Compliant Smoke Alarms

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

## 7.10 Dividing Fences

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

## 7.11 Authority for Buyer's Searches

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

## 8. RIGHTS AND OBLIGATIONS UNTIL SETTLEMENT

### 8.1 Risk

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

### 8.2 Access

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

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

### 8.3 Seller's Obligations After Contract Date

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



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

#### 8.4 Information Regarding the Property

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

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

#### 8.5 Possession Before Settlement

If possession is given before settlement:

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

### 9. PARTIES' DEFAULT

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

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

#### 9.2 If Seller Affirms

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

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

#### 9.3 If Buyer Affirms

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

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

#### 9.4 If Seller Terminates

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

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

#### 9.5 If Buyer Terminates

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

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

#### 9.6 Seller's Resale

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

#### 9.7 Seller's Damages

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

#### 9.8 Buyer's Damages

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

#### 9.9 Interest on Late Payments

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

### 10. GST

#### 10.1 Definitions

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

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

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

### 10.3 Purchase Price Does Not Include GST

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

### 10.4 Margin Scheme

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

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

### 10.5 Going Concern

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

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

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

### 10.6 Farm Land

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

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

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

## 10.7 Adjustments

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

## 10.8 Tax Invoice

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

## 10.9 Remedies

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

## 11. GENERAL

### 11.1 Foreign Buyer Approval

The Buyer warrants that either:

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

### 11.2 Duty

The Buyer must pay all duty on this contract.

### 11.3 Notices

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

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

### 11.4 Electronic Signing

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

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

### 11.5 Pre-contract Disclosure

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

### 11.6 Business Days

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

### 11.7 Rights After Settlement

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

### 11.8 Further Acts

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

### 11.9 Severance

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

### 11.10 Interpretation

#### (1) Plurals and Genders

Reference to:

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

#### (2) Parties

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

#### (3) Acts and Regulations

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



(4) **Inconsistencies**

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

(5) **Headings**

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

(6) **Calculating Time**

If anything is permitted or required to be done:

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

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

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

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

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

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

**11.11 Counterparts**

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

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

**12.1 When clause applies**

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

**12.2 Additional Definitions**

- (1) The following additional definitions apply:

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

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

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

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

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

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

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

**12.3 Body Corporate Records Inspection**

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

**12.4 Adjustment of Land Tax**

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

**12.5 Body Corporate Debts**

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

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

#### 12.6 Notice of purchase to Body Corporate

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

#### 12.7 Title

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

#### 12.8 Encumbrances

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

#### 12.9 Seller's Additional Warranties

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

#### 12.10 Body Corporate Meetings

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

#### 12.11 Property Adversely Affected

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

### 13. ADDITIONAL PROVISIONS FOR BUGTA LOTS

#### 13.1 When clause applies

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

#### 13.2 Additional Definitions

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

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

### 13.3 Body Corporate Records Inspection

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

### 13.4 Adjustment of Land Tax

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

### 13.5 Body Corporate Debts

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

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

### 13.6 Section 53 Notices

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

### 13.7 Title

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

### 13.8 Encumbrances

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

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

### 13.9 Seller’s Additional Warranties

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

### **13.10 Body Corporate Meetings**

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

### **13.11 Property Adversely Affected**

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