

**JOHN MORLANG AND PAMELA JOY MORLANG**

to

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**CONTRACT OF SALE OF LAND**

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**Property: 535 Pettavel Road, Freshwater Creek 3217**

**MANN LEGAL TORQUAY**

Lawyers  
7 Zeally Bay Road  
Torquay Vic 3228

Tel: 03 5261 2000  
Ref: CAB:266061CB



# Contract of sale of land

Property: 535 Pettavel Road, Freshwater Creek

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of Conveyancers (Victorian Division)



# Contract of sale of land

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## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

### Cooling-off period (Section 31 of the *Sale of Land Act 1962*)

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you.

You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision.

You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

**EXCEPTIONS:** the 3-day cooling-off period does not apply if:

- you bought the property at a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

## NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

### Off-the-plan sales (Section 9AA(1A) of the *Sale of Land Act 1962*)

You may negotiate with the vendor about the amount of the deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor

## Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* (Vic) by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014* (Vic).

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**WARNING TO ESTATE AGENTS**  
**DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER**

# Contract of sale of land

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

## SIGNING OF THIS CONTRACT

**WARNING: THIS IS A LEGALLY BINDING CONTRACT. YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.**

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962 (Vic)*.

The authority of a person signing –

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties – must be noted beneath the signature.

Any person whose signature is secured by an estate agent acknowledges being given by the agent at the time of signing a copy of the terms of this contract.

### SIGNED BY THE PURCHASER:

#### WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ...../...../.....

for and on behalf of:

.....

Name of individual

State nature of authority (if applicable): .....

.....

Signature of individual

#### WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ...../...../.....

for and on behalf of:

.....

Name of individual

State nature of authority (if applicable): .....

.....

Signature of individual

**WHERE SIGNATORY IS A COMPANY**

**EXECUTED by** .....

ABN .....  
in accordance with the requirements of s.127  
*Corporations Act 2001* (Cth) by:

.....  
Name of director

.....  
Signature of director

.....  
Name of director/secretary

.....  
Signature of director/secretary

This offer will lapse unless accepted within [ ] clear business days (3 clear business days if none specified)  
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962* (Vic)

**SIGNED BY THE VENDOR:**

**WHERE SIGNATORY IS AN INDIVIDUAL**

**SIGNED** on ...../...../.....

for and on behalf of:

.....  
Name of individual  
State nature of authority (if applicable): .....

.....  
Signature of individual

**WHERE SIGNATORY IS AN INDIVIDUAL**

**SIGNED** on ...../...../.....

for and on behalf of:

.....  
Name of individual  
State nature of authority (if applicable): .....

.....  
Signature of individual

The **DAY OF SALE** is the date by which both parties have signed this contract.

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## Particulars of sale

### Vendor's estate agent

HF Richardson Livestock & Property Pty Ltd  
5 Retreat Road, Newtown, VIC 3220 Australia

Email: admin@hfrichardson.com.au

Tel: (03) 5229 8017 Mob: 0400 902 146 Fax:

Ref: Matt Poustie

### Vendor

#### JOHN MORLANG AND PAMELA JOY MORLANG

535 Pettavel Road, Freshwater Creek, VIC 3217

### Vendor's legal practitioner or conveyancer

#### Mann Legal Torquay

7 Zeally Bay Road, Torquay VIC 3228  
PO Box 447, Torquay VIC 3228

Email: carolyn@mannlegal.com.au

Tel: 03 5261 2000 Ref: CAB:266061CB

### Purchaser

Name: .....

.....

Address: .....

ABN/ACN: .....

Email: .....

### Purchaser's legal practitioner or conveyancer

Name: .....

Address: .....

Email: .....

Tel: ..... Mob: ..... Fax: ..... Ref: .....

### Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 10106 Folio 726	1	TP110322B

If no title or plan references in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures.

**Property address**

The address of the land is: **535 Pettavel Road, Freshwater Creek 3217**

**Goods sold with the land** (general condition 6.3(f)) *(list or attach schedule)*

all fixed floor coverings, window furnishings, light fittings, dishwasher & air conditioner

**Payment**

Price	\$	
Deposit	\$	
Balance	\$	payable at settlement

**Deposit bond**

General condition 15 applies only if the box is checked

**Bank guarantee**

General condition 16 applies only if the box is checked

**GST** (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

- GST (if any) must be paid in addition to the price if the box is checked
- This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
  - This sale is a sale of a going concern' if the box is checked
  - The margin scheme will be used to calculate GST if the box is checked

**Settlement** (general conditions 17 & 26.2)**is due on**

unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of:

- the above date; and
- the 21st day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

**Lease** (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to\*:

*(\*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)*

- a lease for a term ending on with options to renew, each of years
- OR
- a residential tenancy for a fixed term ending on
- OR
- a periodic tenancy determinable by notice

**Terms contract** (general condition 30)

This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* if the box is checked. *(Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

**Loan** (general condition 20)

This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than

Approval date:

**Building report**

General condition 21 applies only if the box is checked

**Pest report**

General condition 22 applies only if the box is checked

# Special Conditions

**Instructions:** *It is recommended that when adding special conditions:*

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on the last page; and*
- *attach additional pages if there is not enough space*

## 1. Director's Guarantees

In the event the purchaser or nominated purchaser is a company the purchaser will simultaneously with the execution of this contract arrange for its directors to execute the guarantee and indemnity in the form annexed to this contract.

## 2. Default costs charges & expenses

The purchaser must pay all reasonable costs, losses, charges and expenses, including any loss arising from land tax levied against the vendor in respect of the premises, in a later land tax year than that in which settlement should have occurred, which land tax would not have been levied against the vendor had the purchaser settled on time, incurred by the vendor due to any default by the purchaser in payment of any money payable under this contract or any breach by the purchaser of any of the terms of this contract.

## 3. Interpretation

In this contract unless the context otherwise requires:

- 3.1 headings are for convenience of reference only and do not affect interpretation;
- 3.2 words importing the singular include the plural and vice versa;
- 3.3 words importing a gender include any gender;
- 3.4 a reference to a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government body;
- 3.5 a reference to an Act of Parliament, includes that Act as amended or replaced and all regulations made under it;
- 3.6 a reference to a body whose functions have become exercisable by another body, is a reference to the latter body;
- 3.7 a covenant or agreement on the part of two or more persons binds them jointly and severally; and
- 3.8 where any form of the word "include" appears, it is to be read as if followed by the words "without limitation".

## 4. Whole agreement

This contract comprises the whole of the agreement between the parties and it is expressly agreed that no other covenants or promises are implied into this contract or arise between the parties pursuant to any collateral or other agreement and the purchaser shall not be entitled to rely on any representations made by the vendor or their agents except such as are made conditions of this contract.

## 5. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property as a result of their own enquiries and inspection and not relying upon any representation made by the vendor or any other person on the vendor's behalf. The purchaser accepts the property as at the day of sale:

- 5.1 In its present condition and state of repair;
- 5.2 Subject to all defects latent and patent;
- 5.3 Subject to any infestations and dilapidation;
- 5.4 Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- 5.5 Subject to any non-compliance with the Local Government Act 1989, Building Act 1993 or other legislation, subordinate legislation or regulations in respect of any building on the land.

The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

## 6. Solar Panels

The Vendor makes no representations or gives any warranties whatsoever with respect to any solar panels installed on the property hereby sold in relation to their condition, state of repair, fitness for purpose, their in-put, feed in tariff or any benefits arising from the electricity generated by an solar panels, save that they are owned by the Vendor and not encumbered in any way. The purchaser acknowledges that any current arrangements with any energy supplier shall cease on settlement.

# General conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

- 1.1 In this general condition “**electronic signature**” means a digital signature or a visual representation of a person’s handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and “electronically signed” has a corresponding meaning.
- 1.2 The parties’ consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

### 2. LIABILITY OF SIGNATORY

Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser’s obligations as if the signatory were the purchaser in the case of a default by a proprietary limited company purchaser.

### 3. GUARANTEE

The vendor may require all directors of the purchaser to guarantee the purchaser’s performance of this contract if the purchaser is a proprietary limited company.

### 4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser’s obligations under this contract.

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## Title

### 5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to –
  - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
  - (b) any reservations, exceptions and conditions in the crown grant; and
  - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

### 6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser’s right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor –
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive

right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

- (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

6.4 The vendor further warrants that the vendor has no knowledge of any of the following –

- (a) public rights of way over the land;
- (b) easements over the land;
- (c) lease or other possessory agreement affecting the land;
- (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act 1993 (Vic)* apply to this contract, the vendor warrants that –

- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993 (Vic)* and regulations made under the *Building Act 1993 (Vic)*.

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993 (Vic)* have the same meaning in general condition 6.6.

## 7. IDENTITY OF THE LAND

7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

7.2 The purchaser may not –

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

## 8. SERVICES

8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

## 9. CONSENTS

The vendor must obtain any necessary consent or licence required for the vendor to sell the property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

## 10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the digital duties form or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

## 11. RELEASE OF SECURITY INTEREST

11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal*

*Property Securities Act 2009* (Cth) applies.

- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must –
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if –
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 At least 21 days before the due date for settlement the purchaser must notify the vendor of any registered security interest which the purchaser reasonably requires to be released.
- 11.12 The vendor may delay settlement until 21 days after the purchaser notifies the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide a notification under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor –
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay –  
as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

## 12. DOMESTIC BUILDING INSURANCE

The vendor will provide any current domestic building insurance required pursuant to section 43B of the *Domestic Building Contracts Act 1995* (Vic), in the vendor's possession relating to the property, if requested in writing to do so at least 14 days before settlement.

## 13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* (Vic) before settlement if the land is the subject of a provisional folio under section 23 of that Act.

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958* (Vic).

13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

13.5 The purchaser is taken to have accepted the vendor's title if –

- (a) 21 days have elapsed since the day of sale; and
- (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if –

- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
- (b) the objection or requirement is not withdrawn in that time.

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958* (Vic).

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# Money

## 14. DEPOSIT

14.1 The purchaser must pay the deposit –

- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit –

- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

14.4 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

- 14.5 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* (Vic) to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.6 Payment of the deposit may be made or tendered –
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed –
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.7 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.8 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.9 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

## 15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of –
- (a) settlement;
  - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

## 16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition –
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and

- (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of –
  - (a) settlement;
  - (b) the date that is 45 days before the bank guarantee expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

## 17. SETTLEMENT

- 17.1 At settlement –
  - (a) the purchaser must pay the balance; and
  - (b) the vendor must –
    - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.
- 17.4 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

## 18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must –
  - (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law;
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law; and
  - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. For the purposes of any electronic transactions legislation (only) the workspace is an electronic address for the service of notices and for written

communications.

- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 “the transaction” means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise –

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser’s incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

- 18.6 Settlement occurs when the workspace records that –

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

- 18.7 The parties must do everything reasonably necessary to effect settlement –

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred during the hours that the settling ELNO operates in the State of Victoria.

- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

- 18.9 The vendor must before settlement –

- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract;
- (b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the electronic lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods sold with the land to which the purchaser is entitled at settlement), and any keys if not delivered to the estate agent, to the vendor’s subscriber or, if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract; and
- (d) give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser’s nominee on notification by the electronic lodgement network operator of settlement.

## 19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if –

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a ‘farming business’ is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.

- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on –
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In these general conditions –
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
  - (b) 'GST' includes penalties and interest.

## **20. LOAN**

- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser –
- (a) immediately applied for the loan; and
  - (b) did everything reasonably required to obtain approval of the loan; and
  - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and,
  - (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

## **21. BUILDING REPORT**

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from –
    - (i) a registered building surveyor;
    - (ii) a registered building inspector;
    - (iii) a registered domestic builder; or
    - (iv) an architect,which is –
    - (v) prepared in compliance with Australian Standard AS 4349.1-2007;
    - (vi) identifies a current defect in a structure on the land; andthe author states is a major defect.
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

## 22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser –
- (a) obtains a written report from a pest inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia and which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

## 23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property, must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the basis that the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23 if requested by the vendor.
- 23.4 For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962 (Vic)* applies.

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* (Tax Act) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the Tax Act. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Tax Act ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must –
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must –
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite –

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if –

(a) the settlement is conducted through an electronic lodgement network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Tax Act must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Tax Act. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the Tax Act or in the GST Act have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the Tax Act at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must, at least 14 days before the due date for settlement, provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Tax Act, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the Tax Act because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the Tax Act. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Tax Act. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must –

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must –

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;

(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite –

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if –

- (a) settlement is conducted through an electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the Tax Act, but only if –

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgement network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must –

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to –

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the Tax Act. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that –

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the Tax Act if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the Tax Act is the correct amount required to be paid under section 14-250 of the legislation.

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that –

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250(1) of Schedule 1 to the Tax Act.

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

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## Transactional

### 26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

### 27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served –
- (a) personally; or
  - (b) by pre-paid post; or
  - (c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner; or
  - (d) by email.
- 27.4 Any document properly sent by –
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
  - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 Any written communication in the workspace of the electronic lodgement network does not constitute service of a notice other than a notice for the purposes of any electronic transactions legislation.
- 27.6 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

## 28. NOTICES

- 28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale and does not relate to periodic outgoings.
- 28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale and does not relate to periodic outgoings.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.
- 28.4 General condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962* (Vic) applies.

## 29. INSPECTION

The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.

## 30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962* (Vic) –
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962* (Vic); and
  - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing and the purchaser is entitled to possession or receipt of the rents and profits, each of the following applies –
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
  - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the

- insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
  - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
  - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
  - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
  - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
  - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
  - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

### **31. LOSS OR DAMAGE BEFORE SETTLEMENT**

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2 but may claim compensation from the vendor after settlement.

### **32. BREACH**

A party who breaches this contract must pay to the other party on demand –

- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
- (b) any interest due under this contract as a result of the breach.

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## **Default**

### **33. INTEREST**

Interest at the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983* (Vic) is payable at settlement on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

### **34. DEFAULT NOTICE**

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must –
- (a) specify the particulars of the default; and
  - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given –
    - (i) the default is remedied; and
    - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

### **35. DEFAULT NOT REMEDIED**

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if –
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
  - (b) all those amounts are a charge on the land until payment; and
  - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor or acceptance by the vendor of a repudiation by the purchaser –
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
  - (b) the vendor is entitled to possession of the property; and
  - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
    - (i) retain the property and sue for damages for breach of contract; or
    - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
  - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
  - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.
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**GUARANTEE AND INDEMNITY**

**THIS DEED** dated            day of            2026

**TO:**            **John Morlang and Pamela Joy Morlang** of 535 Pettavel Road, Freshwater Creek, Victoria (Vendor)

**FROM**            ..... of .....  
(Purchaser)

**FROM**            ..... of .....  
(Guarantor)

IN CONSIDERATION of the vendor having at the request of the guarantor agreed to sell the land described within the attached contract of sale to the purchaser the guarantor HEREBY GUARANTEES to the vendor the due and punctual payment by the purchaser of the purchase money and interest payable thereon as detailed in the said contract of sale and all other money that is payable or may become payable pursuant thereto, the money hereby secured, AND ALSO the due performance and observance by the purchaser of all and singular the covenants provisions and stipulations contained or implied in the said contract of sale and on the part of the purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the contract of sale and has access to a copy thereof and further that this guarantee is given upon and subject to the following conditions:

1.        That in the event of the purchaser failing to pay the vendor as and when due the money referred to within the contract the guarantor will immediately pay such money to the vendor;
2.        That in the event of the purchaser failing to carry out or perform any of its obligations under the contract the guarantor will immediately carry out and perform the same;
3.        The guarantor shall be deemed to be jointly and severally liable with the purchaser, in lieu of being merely a surety for it, for the payment of the purchase money interest and all other money if any payable pursuant to the contract in the performance of the obligations herein contained and it shall not be necessary for the vendor to make any claim or demand on or to take any action or proceedings against the purchaser before calling on the guarantor to pay the money or to carry out and perform the obligations herein contained; and
4.        That no time or other indulgence whatsoever that may be granted by the vendor to the purchaser shall in any manner whatsoever affect a liability of the guarantor hereunder and the liability of the guarantor shall continue to remain in full force and effect until all money owing to the vendor have been paid and all obligations have been performed.
5.        For the consideration aforesaid and as a separate and coverable covenant the guarantor HEREBY AGREES to indemnify the vendor not only by reason of the non-payment by the purchaser of all money payable or that may become payable under the contract of sale but

also in respect of all costs charges and expenses whatsoever which the vendor may incur by reason of any default on the part of the purchaser in relation to the contract of sale.

**EXECUTED AS A DEED**

**EXECUTED BY**

)

)

**pursuant to section 127 of the  
Corporations Act (Cth) 2001**

.....  
Director

.....  
Director

Name:

Name:

**SIGNED SEALED & DELIVERED BY** )

)

.....  
Signature

in the presence of:

.....  
Signature of witness

.....  
Print name of witness

# Vendor Statement

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act 1962*.

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

<b>Land</b>	535 Pettavel Road, Freshwater Creek 3217
-------------	--

<b>Vendor's name</b>	John Morlang	<b>Date</b> 11/05/2026   2:30 PM AEST
----------------------	--------------	--

<b>Vendor's signature</b>	DocuSigned by: <i>John Morlang</i> C4ECF76FAC7A4C3...
---------------------------	---

<b>Vendor's name</b>	Pamela Joy Morlang	<b>Date</b> 19/05/2026   9:48 AM AEST
----------------------	--------------------	--

<b>Vendor's signature</b>	Signed by: <i>Pam Morlang</i> 77FB853707454CB...
---------------------------	--

<b>Purchaser's name</b>		<b>Date</b> / /
-------------------------	--	--------------------

<b>Purchaser's signature</b>	
------------------------------	--

<b>Purchaser's name</b>		<b>Date</b> / /
-------------------------	--	--------------------

<b>Purchaser's signature</b>	
------------------------------	--

# 1 FINANCIAL MATTERS

## 1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings (and any interest on them)

(a) Are contained in the attached certificate/s.

## 1.2 Particulars of any Charge (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

	To	
--	----	--

Other particulars (including dates and times of payments):
--

## 1.3 Terms Contract

This section 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

Not Applicable.

## 1.4 Sale Subject to Mortgage

This section 1.4 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

Not Applicable.

## 1.5 Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> Yes <input type="checkbox"/> No
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows	Date: OR <input type="checkbox"/> Not applicable

# 2 INSURANCE

## 2.1 Damage and Destruction

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not Applicable.

## 2.2 Owner Builder

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of *the Building Act 1993* applies to the residence.

Not Applicable.

# 3 LAND USE

## 3.1 Easements, Covenants or Other Similar Restrictions

(a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered): -

Is in the attached copies of title documents.

(b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

To the best of the vendor's knowledge, there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.

**3.2. Road Access**

There is NO access to the property by road if the square box is marked with an 'X'

**3.3. Designated Bushfire Prone Area**

The land is in a designated bushfire prone area under section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

**3.4. Planning Scheme**

Attached is a certificate with the required specified information.

**4 NOTICES**

**4.1. Notice, Order, Declaration, Report or Recommendation**

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge:

Not Applicable.

**4.2. Agricultural Chemicals**

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

Not Applicable.

**4.3. Compulsory Acquisition**

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act* 1986 are as follows:

Not Applicable.

**5 BUILDING PERMITS**

Particulars of any building permit issued under the *Building Act* 1993 in the preceding 7 years (required only where there is a residence on the land):

Are contained in the attached certificate.

**6 OWNERS CORPORATION**

This section 6 only applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act* 2006.

Not Applicable.

**7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)**

Not Applicable

## 8 SERVICES

The services which are marked with an 'X' in the accompanying square box are NOT connected to the land:

Electricity supply <input type="checkbox"/>	Gas supply <input checked="" type="checkbox"/>	Water by supply agreement <input type="checkbox"/>	Sewerage <input checked="" type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
---	--	--	--	--

## 9 TITLE

Attached are copies of the following documents:

9.1 (a) **Registered Title**

A Register Search Statement and the document, or part of a document, referred to as the 'diagram location' in that statement which identifies the land and its location.

## 10 SUBDIVISION

### 10.1. Unregistered Subdivision

This section 10.1 only applies if the land is subject to a subdivision which is not registered.

Not Applicable.

### 10.2. Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

Not Applicable.

### 10.3. Further Plan of Subdivision

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed.

Not Applicable.

## 11 DISCLOSURE OF ENERGY INFORMATION

*(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)*

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act 2010* (Cth)

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

## 12 DUE DILIGENCE CHECKLIST

*(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)*

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be attached if ticked)

## 13 ATTACHMENTS

*(Any certificates, documents and other attachments may be annexed to this section 13)*

*(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)*

*(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)*

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

VOLUME 10106 FOLIO 726

Security no : 124133479360S  
Produced 01/04/2026 03:16 PM

LAND DESCRIPTION

Lot 1 on Title Plan 110322B.  
Created by Application No. 071919M 18/02/1993

REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
PAMELA JOY MORLANG  
JOHN MORLANG both of 535 PETTAVEL ROAD FRESHWATER CREEK VIC 3217  
AT732659U 29/10/2020

ENCUMBRANCES, CAVEATS AND NOTICES

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE TP110322B FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 535 PETTAVEL ROAD FRESHWATER CREEK VIC 3217

DOCUMENT END

The information supplied by Mann Legal has been obtained from Dye & Durham Solutions Pty Ltd by agreement between them. The information supplied has been obtained by Dye & Durham Solutions Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System.

TITLE PLAN		EDITION 1	TP 110322B
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<p><b>Location of Land</b></p> <p>Parish: DUNEED          Township:          Section: 44          Crown Allotment: A (PT)          Crown Portion:</p> <p>Last Plan Reference:          Derived From: VOL 10106 FOL 726          Depth Limitation: NIL</p>	<p style="text-align: center;"><b>Notations</b></p> <p><b>Warning as to Dimensions</b>          Any dimension and connecting distance shown is based on the description of the land as contained in the General Law Title and is not based on survey information which has been investigated by the Registrar of Titles.</p> <p>ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN</p>
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Description of Land / Easement Information	<p>THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT</p> <p>COMPILED: 17/08/1999          VERIFIED: AA</p>
--	---

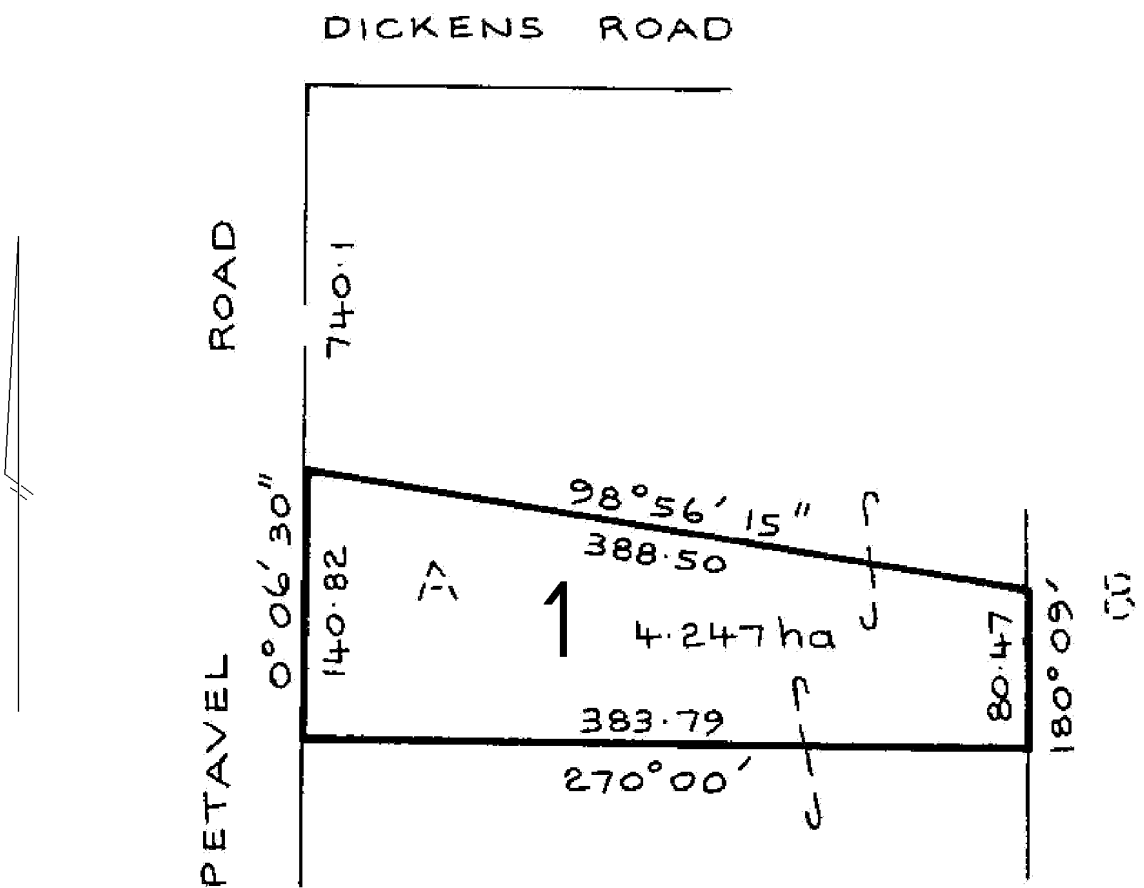


TABLE OF PARCEL IDENTIFIERS
WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962
PARCEL 1 = CA A (PT)

# 2025-26 RATE NOTICE

FOR PERIOD 1 JULY 2025 TO 30 JUNE 2026  
DECLARED ON 24 JUNE 2025



P J & J MORLANG  
535 PETTAVEL ROAD  
FRESHWATER CREEK VIC 3217

Date of issue	Assessment number	
25 July 2025	8920	
Effective date	Valuation base date	
1 July 2025	1 January 2025	
Capital improved value	Site value	Net value
\$2,250,000	\$1,420,000	\$112,500

**PROPERTY:** 535 Pettavel Road FRESHWATER CREEK VIC 3217  
**LOCATION:** LOT 1 TP 110322  
**AVPCC FOR ESVF:** 117 - Residential Rural/Rural Lifestyle  
**OWNERS:** Pamela Joy Morlang, John Morlang

## RATES, CHARGES AND LEVIES

	RATE IN \$	RATEABLE VALUE	AMOUNT
Rates General	0.00148690	2250000.00	\$3,345.53
Municipal Charge	238.00	1.00	\$238.00
Garbage Rural*	489.00	1.00	\$489.00
Pension Rebate – Council			-\$266.00

\*Includes Victorian Government Landfill Levy

## VICTORIAN GOVERNMENT CHARGES

	RATE IN \$	RATEABLE VALUE	AMOUNT
Residential ESVF Fixed Charge	136.00	1.00	\$136.00
Residential ESVF Variable Charge	0.00017300	2250000.00	\$389.25
Pension Rebate – ESVF			-\$50.00

## Transactions after 17 July 2025 may not be included on this notice

Daily interest accrues on overdue rates and is charged at the rate of 10% per annum until paid.

1ST INSTALMENT	2ND INSTALMENT	3RD INSTALMENT	4TH INSTALMENT	TOTAL AMOUNT DUE \$	
\$1,071.78	\$1,070.00	\$1,070.00	\$1,070.00	\$4,281.78	All items are GST free
30 Sep 2025	30 Nov 2025	28 Feb 2026	31 May 2026		

## Payment options



Billers Code: 34199  
Ref No: 89204

BPAY This payment via internet or phone banking.



### ONLINE, BY PHONE OR IN PERSON

Online at [www.surfcoast.vic.gov.au](http://www.surfcoast.vic.gov.au) and click on 'Make a payment'  
Phone **13 18 16** quote your Billpay code and reference number indicated on the front of this notice. (Minimum payment accepted \$20.00)  
Pay in person at the Council Office.



Billpay Code: 2350  
Ref: 89204

To pay this bill visit any Post Office, phone **13 18 16** or visit [www.postbillpay.com.au](http://www.postbillpay.com.au)



\*2350 89204



### DIRECT DEBIT:

Visit [www.surfcoast.vic.gov.au](http://www.surfcoast.vic.gov.au) to complete an application for quarterly or monthly direct debits.

Register to receive your rates notice by email at [erates.surfcoast.vic.gov.au](mailto:erates.surfcoast.vic.gov.au)



It's simple, secure, saves time... and trees!

## HOW RATES ARE CALCULATED

Rates are calculated by multiplying the Capital Improved Value by the rate in the dollar as shown on this notice. Capital Improved Value is the value of land plus buildings/improvements.

## RATE CAPPING

Council has complied with the Victorian Government's rates cap of 3.00%. The cap applies to the average annual increase of rates and charges. Rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons –

- (i.) The valuation of your property relative to the valuation of other properties in the municipality;
- (ii.) The application of any differential rate by Council;
- (iii.) The inclusion of other rates and charges not covered by the Victorian Government's rate cap.

## COMPARATIVE DIFFERENTIAL RATES

All rating differentials adopted by Council for 2025/2026 are shown for comparative purposes only. The rates shown are based on the same rateable valuation.			
Differential	General	Commercial	Farm
CIV	\$2,250,000	\$2,250,000	\$2,250,000
Rate in \$	0.00148690	0.00245330	0.00095160
	\$ 3,345.53	\$ 5,519.93	\$ 2,141.10

## PAYMENT OF RATES

Should you wish to pay in full, you may do so by the first instalment due date of 30 September 2025 to avoid incurring interest charges and recovery action.

### Allocation of payments

Whenever you make a payment the money is allocated in this order (as applicable):

1. Legal costs
2. Interest charges
3. Overdue Council and Victorian Government rates, charges and levies
4. Current year Council and Victorian Government rates, charges and levies

Instigation of recovery action for outstanding rates and charges will incur a recovery fee.

Dishonouring of a cheque or direct debit payment will incur a payment rejection administration fee.

## INTEREST PENALTY ON LATE PAYMENTS

Late or non-payment of instalments will incur penalty interest at a rate of 10% per annum as set out under Section 2 of the Penalty Interest Act 1983. Any current year overdue instalments will accrue from the due date of the instalment until paid.

The amounts shown on this notice will not necessarily include all outstanding amounts for legal costs and interest at the date of payment. Please contact our Customer Service to find out the up-to-date total due before making payment. Arrears of rates and charges continue to attract interest until paid in full.

## PENSIONER CONCESSIONS

To be eligible you must hold an appropriate pensioner concession card, reside at the address for which you are claiming a concession, and the address on the card must be the same as your residential address. Application forms and eligibility details are available at [www.surfcoast.vic.gov.au](http://www.surfcoast.vic.gov.au)

## RATES ASSISTANCE/HARDSHIP

If you are experiencing difficulty paying your rates and charges, please contact Council's revenue department to confidentially discuss alternative payment plans. Legal proceedings can be avoided by communication with Council staff. Owners of rateable land may be eligible to enter into alternative payment plans or defer rates and charges. Interest will not accrue on any Council approved payment plans whilst the payment plan schedule is being met. Please contact Customer Service or apply for a Rates Payment Plan Application via [www.surfcoast.vic.gov.au/about-us/permits-and-forms](http://www.surfcoast.vic.gov.au/about-us/permits-and-forms), click on 'Rates', or refer to Council's Hardship Policy via our website.

## PROPERTY OWNERSHIP/ADDRESS CHANGES

Council must be notified in writing of changes to ownership and postal addresses. Liability for payment of rates remains with the owner listed on Council's records until a Notice of Acquisition is received from the purchaser.

## ANNUAL PROPERTY VALUATION

The Valuer-General Victoria is responsible for all property valuations. Valuations are undertaken every year and represent the level of value as at 1 January, having regard to the existing condition of the property.

## WHAT IS THE AVPCC?

Each property is allocated an Australian Valuation Property Classification Code (AVPCC). This code is used to determine the land use classification for Emergency Services and Volunteers Fund (ESVF) calculation purposes.

The Valuer General of Victoria will determine the predominant/primary use when allocating the AVPCC to the land.

## DISAGREEMENT WITH NOTICE

If you disagree with your rates notice and choose to appeal, you must still pay your rates by the due date. Regardless of any objection or appeal, rates must be paid as assessed by the due dates, otherwise interest will be charged. If your objection/appeal is successful, we will credit your account or refund.

What you can appeal	By when	Legislation	How to lodge
Differential rate applied to your property	Within 60 days of the date of issue of the initial rates notice	Local Government Act 1989 – Section 183	Search for 'differential rating' at <a href="http://www.vcat.vic.gov.au">www.vcat.vic.gov.au</a>
The property valuation / AVPCC	Within two months of the date of issue of the initial rates notice	Valuation of Land Act 1960 – Section 16, 17 & 18	Visit <a href="https://ratingvaluationobjections.vic.gov.au">https://ratingvaluationobjections.vic.gov.au</a>
Any other rate or change	Within 60 days of the date of issue of the initial rates notice	Local Government Act 1989 – Section 184	Must be lodged in the County Court-seek legal advice

## MUNICIPAL CHARGE – FARM EXEMPTION

Council has declared a municipal charge to cover some administrative costs of Council. Where a single farm enterprise is conducted involving several properties within the municipality, the municipal charge is only payable on one property. If, after receiving your rates notice, you believe you own property that may be eligible for an exemption from the municipal charge, please contact Customer Service.

## VICTORIAN GOVERNMENT EMERGENCY SERVICES AND VOLUNTEERS FUND

The Emergency Services and Volunteers Fund (ESVF) has been introduced by the Victorian Government to replace the Fire Services Property Levy. Under the new Fire Services Property Amendment (Emergency Services and Volunteers Fund) Act 2025, Council must collect the ESVF on behalf of the Victorian Government. Each property is allocated an Australian Valuation Property Classification Code (AVPCC) by the Valuer General Victoria which is used to determine land use classification for the ESVF. Please refer to [www.sro.vic.gov.au/esvf](http://www.sro.vic.gov.au/esvf) for further information about this Victorian Government levy and direct any questions relating to this charge to the ESVF SUPPORT LINE: **1300 819 033**

## PRIVACY ACT

Council values the privacy of every individual and is committed to protecting the privacy of individuals. Where Council collects personal information, such information is collected and used in accordance with the Privacy and Data Protection Act 2014 (Vic) and the 10 Information Privacy Principles (IPPs) which outline how Council manages an individual's personal information.

Land owner information is used by Council to effectively and efficiently discharge its statutory functions and to ensure the peace, order and good governance of Council. For more information on Council's management of personal information and for the full collection notices for general personal information and landowner personal information, please refer to Council's Privacy and Data Protection Policy (SCS-031) available on our website.

# 2025-2026 WASTE VOUCHERS



The vouchers below enable the ratepayer to dispose of household waste and receive mulch, free of charge at Surf Coast Shire Transfer Stations.



P J & J MORLANG  
535 PETTAVEL ROAD  
FRESHWATER CREEK VIC 3217

**PROPERTY ADDRESS: 535 Pettavel Road FRESHWATER CREEK VIC 3217**



**Download SCRRApp**  
*Bin night has never been easier*  
[surfcoast.vic.gov.au/SCRRApp](http://surfcoast.vic.gov.au/SCRRApp)

**NEVER LOSE YOUR VOUCHERS AGAIN**

Next time, get your waste vouchers and rates sent to your email inbox, not your mailbox.

Sign up at [surfcoast.vic.gov.au/ERates](http://surfcoast.vic.gov.au/ERates)

TRANSFER STATIONS	MON	TUE	WED	THU	FRI	SAT	SUN
<b>Anglesea Transfer Station</b> 50 Coalmine Rd P. 5263 2978	9am-4pm	9am-4pm	9am-4pm	9am-4pm	9am-4pm	9am-4pm	9am-4pm
<b>Lorne Transfer Station</b> 370 Erskine Falls Rd P. 0400 689 496	9am-12pm	Closed	9am-12pm	Closed	9am-12pm	9am-12pm	2pm-5pm
<b>Winchelsea Transfer Station</b> 55 Cressy Rd P: 0400 689 496 (weekends) P: 0418 352 538 (Tues & Thurs)	Closed	2pm-4pm	Closed	2pm-4pm	Closed	1.30pm-3.30pm	9.30am-12.30pm

Council's gatehouse attendants and other waste management personnel are authorised to determine, on a case by case basis, whether items presented by customers will be accepted or refused.

## 2025-26 Mulch Voucher

ENABLES THE RATEPAYER TO COLLECT UP TO ONE CUBIC METRE OF MULCH FREE OF CHARGE (SUBJECT TO AVAILABILITY).

**VALID UNTIL 31 AUGUST 2026**



900000892020260831

## 2025-26 Green Waste Voucher

ENABLES THE RATEPAYER TO DROP OFF, FREE OF CHARGE, UP TO ONE CUBIC METRE OF GREEN WASTE.

**VALID UNTIL 31 AUGUST 2026**



800000892020260831

## 2025-26 Hard Waste Voucher

ENABLES THE RATEPAYER TO DROP OFF, FREE OF CHARGE, UP TO THE VALUE OF ONE CUBIC METRE OF GENERAL WASTE.

**VALID UNTIL 31 AUGUST 2026**



700000892020260831

## TERMS AND CONDITIONS

1. Vouchers cannot be exchanged for cash.
2. Vouchers cannot be redeemed or used as a form of payment for other Council services.
3. No refund will be issued if the value of the voucher exceeds the load amount.
4. Fees will apply if the load exceeds the value of the voucher.
5. Council takes no responsibility for lost vouchers that are used by persons other than the intended recipient.
6. Vouchers are provided to all ratepayers. Ratepayers are encouraged to forward vouchers to tenants to assist with property maintenance.
7. Vouchers are unique and identifiable by assessment number and imprinted with property information via a barcode.
8. Use of vouchers is recorded in Council's record management system.
9. Multiple loads will not be accepted with a single voucher.
10. Commercial, building and hazardous waste will not be accepted.
11. Please separate recyclables and scrap metal. Some of these items are accepted free of charge.
12. Vouchers are valid from the date of issue until 31 August 2026.
13. Vouchers are issued annually and have one use only. Change of home ownership and new tenants will not be issued vouchers until the following year.

Estimated rates: Bootload=0.25m<sup>3</sup>; Level small trailer=0.5m<sup>3</sup>; Level larger trailer or heaped small trailer=1m<sup>3</sup>



For more information call **5261 0600** or visit [surfcoast.vic.gov.au/RecyclingAndWaste](https://surfcoast.vic.gov.au/RecyclingAndWaste)

### ACCEPTED FREE OF CHARGE AT COUNCIL'S TRANSFER STATIONS (DOMESTIC QUANTITIES ONLY)

- |   |  |
|---|--|
| ✓ e-waste* (electrical and electronic items, including TVs)                     | ✓ batteries* eg car, marine, power tools, household batteries (AAA, AA, C, D & 9V) |
| ✓ whitegoods* eg fridges, washing machines, clothes dryers                      | ✓ Automotive engine oil (Anglesea only, 20-litre limit)                            |
| ✓ scrap metal* eg fencing wire, BBQs, metal furniture, lawnmowers, star pickets | ✓ Drummuster drums tripled rinsed (Winchelsea only)                                |
| ✓ polystyrene packaging (Anglesea & Lorne only)                                 | * Limits apply   |

### 2025-26 WASTE VOUCHER

**These waste types are prohibited from landfill:**

- ✗ asbestos
- ✗ chemical waste
- ✗ clinical waste
- ✗ e-waste (any item with a cord, battery or plug)
- ✗ grease trap waste
- ✗ liquid waste eg cooking or hydraulic oils, pesticides, herbicides, detergents etc
- ✗ used oil filters
- ✗ tyres



### 2025-26 GREEN WASTE VOUCHER

**Accepted?**

- ✓ organic garden waste eg. grass clippings, leaves, prunings, branches

**Not Accepted:**

- ✗ large tree stumps or timber
- ✗ treated timber
- ✗ soil or rocks
- ✗ noxious weeds (put these in your kerbside FOGO bin (green lid))



### 2025-26 MULCH VOUCHER

- This offer is subject to availability
- Please secure your load with a tarp
- Mulch undergoes a pasteurisation process to help reduce the spread of weeds and seeds

Before you leave home, check that mulch is available at [surfcoast.vic.gov.au/disposalsites](https://surfcoast.vic.gov.au/disposalsites) or call the transfer station.

See overleaf for transfer station phone numbers.



# About your rates and charges

## Victorian Government Charges

### Emergency Services and Volunteers Fund (Replacing Fire Services Property Levy)

The Emergency Services and Volunteers Fund (ESVF) is a new levy introduced by the Victorian Government, effective from 1 July 2025. It replaces the previous Fire Services Property Levy.

The ESVF itself is designed to provide financial support to a broader range of emergency services. Its purpose and rate are not set by Council. Council is required to collect and pass the funds on in full to the Victorian Government.

The ESVF is calculated based on a fixed charge, which varies by property type, and a variable charge based on the property's capital improved value (CIV).

Concessions are available for eligible pensioners, veterans, and single farm enterprises. Additionally, eligible CFA and VICSES volunteers and life members may receive a rebate on their principal place of residence or farm.

Enquiries about the ESVF, its uses and how rebates work need to be directed to the **Victorian Government ESVF Support Line: 1300 819 033** or email [esvf@dtf.vic.gov.au](mailto:esvf@dtf.vic.gov.au)

Further details can be found on the Victorian Government's Department of Treasury and Finance website: [www.dtf.vic.gov.au/emergency-services-and-volunteers-fund](http://www.dtf.vic.gov.au/emergency-services-and-volunteers-fund)

### Increase to Environment Protection Authority Levy impacting Waste Service Charge

Our Waste Service Charge is separated from general rates to ensure that waste charges are aligned with the actual costs of delivering waste services.

Our waste service costs are increasing each year, and in 2025-26 will be heavily impacted by a 27.8 per cent increase in the Victorian Government (Environment Protection Authority) Municipal Waste Levy.

This levy is collected by Council on behalf of the Victorian Government via our waste service charge and waste disposal charges at our transfer stations and landfill.

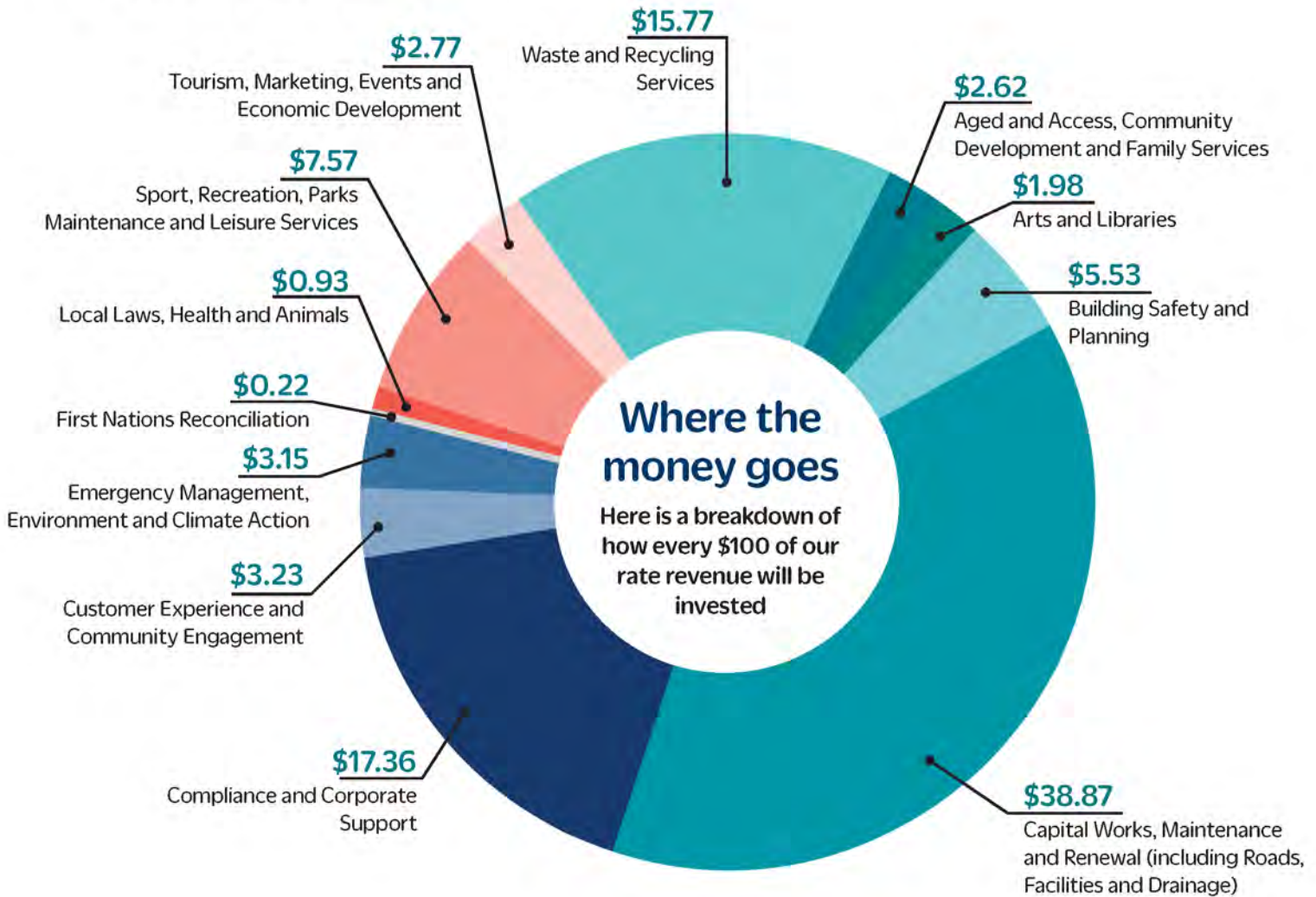
Increases in the Victorian Government Municipal Waste Levy over the past eight years are outlined below.

Financial Year	EPA Landfill Levies per Tonne for Municipal Waste	Annual Increase %	Increase % From 2018-19
2018-19	\$32.22	N/A	N/A
2019-20	\$33.03	2.5%	2.5%
2020-21	\$42.95	30.0%	33.3%
2021-22	\$52.95	23.3%	64.3%
2022-23	\$62.95	18.9%	95.4%
2023-24	\$64.55	2.5%	100.3%
2024-25	\$66.30	2.7%	105.8%
2025-26	\$84.78	27.8%	163.1%

# About your rates and charges

## Council Services

### How rate revenue is spent



You can find out more about how our revenue is allocated by reading our 2025-26 Council Budget at [surfcoast.vic.gov.au/budget](https://surfcoast.vic.gov.au/budget).

## Hardship Policy and Payment Plans

*Are you experiencing difficulty in paying your rates and charges?*

Please contact Council's revenue department to confidentially discuss an alternative payment plan.

p. 03 5261 0600

e. [info@surfcoast.vic.gov.au](mailto:info@surfcoast.vic.gov.au)

1 Merrijig Dve (PO Box 350), Torquay Vic 3228

[surfcoast.vic.gov.au](https://surfcoast.vic.gov.au)

### HARDSHIP POLICY

Our Hardship Policy is in place to support ratepayers experiencing financial pressures. Please reach out to us for a confidential discussion.

## Information Statement Part A

In accordance with Section 158 of the Water Act 1989  
(Should be Read in Conjunction with Part B)

**INSTALLATION NUMBER:** 18304933      **APPLICATION NUMBER:** 523437      **DATE:** 09/04/2026  
**PROPERTY ADDRESS:** 535 PETTAVEL RD, FRESHWATER CREEK, VIC 3217  
**YOUR REFERENCE:** 266061CB  
**OWNER:** P J & J Morlang  
**COMMENTS:** Comments

The following service charges are applicable for the abovenamed property for the period 01/04/2026 to 30/06/2026. These charges are itemised separately to allow a pro-rata adjustment, and will not appear as due and payable below if they have already been paid.

	Value	GST	Price
Water Service Charge	31.55	0.00	31.55
Total Service Charge	\$ 31.55	0.00	31.55

Barwon Region Water Corporation hereby certifies that the following Charges and Interest are due and payable to it in respect of the abovenamed property.

### Charges Due & Payable

	Value	GST	Price
Water Service Charge	31.55	0.00	31.55
<b>TOTAL DUE</b>	\$ <b>31.55</b>	<b>0.00</b>	<b>31.55</b>

### Important Information

Account Not Yet Issued For Service And Volume Charges.

The supply of water/sewer to this property is "By Agreement"

The water meter for this property was last read on 25/02/2026. In order to ensure accurate water volume charges are able to be adjusted at the time of settlement, you will need to make application for a special meter reading. This can be requested via [Property enquiry application](#) or by visiting the Properties and development section of our website. You should allow 5 working days for this to be completed and the certificate to be sent to you.

The information statement will also provide details of other charges, including any unpaid amounts. In order to ensure this is accurate close to the time of settlement, you can request an Information Statement update by going to [Information statement update](#) or by visiting Properties and development – Information statement update page on our website or by calling 1300 656 007.

In accordance with Section 275 of the Water Act 1989, a person who becomes the owner of a property must pay to Barwon Water at the time the person becomes the owner of the property, any amount that is due to Barwon Water as a charge on that property.

To effect a change of ownership, details of the sale are required by Notice of Disposition or Acquisition to Barwon Water, P.O. Box 659, Geelong Vic 3220.

\* **PLEASE NOTE:** Verbal confirmation will not be given after 08/06/2026. Barwon Water will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 08/06/2026 and a fee will be payable.

If the property to be purchased is vacant land, any proposed building will attract connection fees and/or contribution fees. To find out more detail on these please contact Barwon Water on 1300 656 007.

Manager Customer Centre

## Information Statement Part A

In accordance with Section 158 of the Water Act 1989  
(Should be Read in Conjunction with Part B)

**INSTALLATION NUMBER:** 15854586      **APPLICATION NUMBER:** 523437      **DATE:** 09/04/2026  
**PROPERTY ADDRESS:** 1305 BLACKGATE RD, FRESHWATER CREEK, VIC 3217  
**YOUR REFERENCE:** 266061CB  
**OWNER:** A P Green & F A Draper  
**COMMENTS:** **Comments**

The following service charges are applicable for the abovenamed property for the period 01/04/2026 to 30/06/2026. These charges are itemised separately to allow a pro-rata adjustment, and will not appear as due and payable below if they have already been paid.

	<b>Value</b>	<b>GST</b>	<b>Price</b>
Water Service Charge	31.55	0.00	31.55
Total Service Charge	\$ 31.55	0.00	31.55

Barwon Region Water Corporation hereby certifies that the following Charges and Interest are due and payable to it in respect of the abovenamed property.

### Charges Due & Payable

	<b>Value</b>	<b>GST</b>	<b>Price</b>
Water Service Charge	31.55	0.00	31.55
<b>TOTAL DUE</b>	\$ <b>31.55</b>	<b>0.00</b>	<b>31.55</b>

### Important Information

Account Not Yet Issued For Service And Volume Charges.

The supply of water/sewer to this property is "By Agreement"

The water meter for this property was last read on 25/02/2026. In order to ensure accurate water volume charges are able to be adjusted at the time of settlement, you will need to make application for a special meter reading. This can be requested via [Property enquiry application](#) or by visiting the Properties and development section of our website. You should allow 5 working days for this to be completed and the certificate to be sent to you.

The information statement will also provide details of other charges, including any unpaid amounts. In order to ensure this is accurate close to the time of settlement, you can request an Information Statement update by going to [Information statement update](#) or by visiting Properties and development – Information statement update page on our website or by calling 1300 656 007.

In accordance with Section 275 of the Water Act 1989, a person who becomes the owner of a property must pay to Barwon Water at the time the person becomes the owner of the property, any amount that is due to Barwon Water as a charge on that property.

To effect a change of ownership, details of the sale are required by Notice of Disposition or Acquisition to Barwon Water, P.O. Box 659, Geelong Vic 3220.

\* **PLEASE NOTE:** Verbal confirmation will not be given after 08/06/2026. Barwon Water will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 08/06/2026 and a fee will be payable.

If the property to be purchased is vacant land, any proposed building will attract connection fees and/or contribution fees. To find out more detail on these please contact Barwon Water on 1300 656 007.

Manager Customer Centre

## *Information Statement Part B*

*In accordance with Section 158 of the Water Act 1989  
(Should be Read in Conjunction with Part A)*

09-04-2026

Carolyn Bayes C/- GXS  
Two Melbourne Quarter, Level 13, 697 Collins Street  
Docklands

Property: 535 PETTAVEL ROAD FRESHWATER CREEK 3217

I refer to your application received at this office on 09/04/2026. I wish to advise no encumbrances or easements related to Barwon Water works exist in respect of the above property, other than those that may be revealed by normal Title search, and no Notices or Orders presently remain outstanding relative to the connection of water supply and/or sewerage services.

Please note that this property is subject to a Water Supply By Agreement. Please refer to the attached document for details.

Should you have any inquiries, please contact Barwon Water on 1300 656 007.

**Our Ref:** EC523437  
**Your Ref:** 266061CB  
**Agent Ref:** 80185002-016-9

Yours faithfully.

Manager Customer Centre

## *Information Statement Part B*

*In accordance with Section 158 of the Water Act 1989  
(Should be Read in Conjunction with Part A)*

09-04-2026

Carolyn Bayes C/- GXS  
Two Melbourne Quarter, Level 13, 697 Collins Street  
Docklands

Property: 1305 BLACKGATE RD FRESHWATER CREEK 3217

I refer to your application received at this office on 09/04/2026. I wish to advise no encumbrances or easements related to Barwon Water works exist in respect of the above property, other than those that may be revealed by normal Title search, and no Notices or Orders presently remain outstanding relative to the connection of water supply and/or sewerage services.

Please note that this property is subject to a Water Supply By Agreement. Please refer to the attached document for details.

Should you have any inquiries, please contact Barwon Water on 1300 656 007.

**Our Ref:** EC523437  
**Your Ref:** 266061CB  
**Agent Ref:** 80185002-016-9

Yours faithfully.

Manager Customer Centre

# WATER BY AGREEMENT

Carolyn Bayes C/- GXS  
Two Melbourne Quarter, Level 13, 697 Collins Street  
Docklands

09-04-2026

Dear Sir/Madam

**Re: Water Supply 'By Separate Written Agreement' to:**

**535 PETTAVEL RD FRESHWATER CREEK 3217**

Our records indicate that this property is not within our declared serviced area.

It is currently subject to a [water by agreement](#) with Barwon Water.

## What you need to do

If you have acquired or leased a property with an existing agreement, you must apply to transfer the agreement to your name.

If we do not receive your application within **14 days**, we may stop your water supply.

[Apply for water and sewer by agreement](#)

## About the agreement

The agreement is between the property owner or tenant and Barwon Water, and includes the following conditions:

- there is no guarantee of ongoing water supply to your property
- you may need to meet new conditions due to changes in safe drinking water regulations
- you may need to pay for changes like new meters or moving pipes
- if a third-party owns the supply system, you will need to arrange access with them.

## Terms and conditions

You can find our standard terms and conditions in the Barwon Water [Customer Charter](#).

## Questions?

If you have any questions, please email [info@barwonwater.vic.gov.au](mailto:info@barwonwater.vic.gov.au) or call [1300 656 007](tel:1300656007) we're here to help.

**Our Ref:** EC523437  
**Your Ref:** 266061CB  
**Agent Ref:** 80185002-016-9

Yours faithfully,  
Manager Customer Centre



Installation No.:  
Wrens App No.:  
Quotes ID:  
Your Ref:  
Enquiries To: Connection Services – Telephone: 1300 656 007

February 1, 2010

Dear Sir/Madam,

**Re: PETTAVEL RD FRESHWATER CREEK 3216 - 'Water Supply by Agreement'**

I am pleased to advise you that your (and your Group's) application for a private water main (Water Supply by Agreement) has been approved.

I can confirm the approval is for a **50mm** diameter connection to Barwon Water's **100mm** supply main located in **Dickins Rd, Freshwater Creek**.

Accompanying this letter is 'Provision of Services Documents' outlining the conditions of connection.

Part A - Includes a schedule outlining the specific requirements and charges for the connection, and remittance advice.

Part B - Contains the standard conditions and definitions for 'Water Supply by Agreement'

Part C - Water Supply by Agreement (To be signed by you and returned to Barwon Water)

On submitting a signed 'Water Supply by Agreement' (Part C) and fees applicable (remittance advice) to Barwon Water, we recommend, that you, or your group engage a licensed plumber (at your group's expense) to complete the required works as set out in Part A.

Your chosen plumber will also need to engage Barwon Water to complete the connection to our water main and for the supply and installation of the master meter and sub meters. Barwon Water works will not proceed until the group's representative has confirmed with Barwon Water the final number of participating members of the Group, and their payments have been received.

If you have any questions regarding this matter, please contact Connection Services on telephone 1300 656 007, or attend our office located in Lonsdale St, South Geelong.

Yours faithfully

A handwritten signature in blue ink, appearing to read "Paul Booth".

Paul Booth  
Manager  
Development and Conservation

## PART A

### REQUIREMENTS FOR CONNECTION

1. All work shall be carried out by a plumber licensed by the Plumbing Industry Commission.
2. Installation of the water services shall comply with the requirements of the Plumbing Code & Regulations of Australia.
3. The licensed plumber will be responsible for excavation and backfill to the point of connection.
4. Barwon Water will only accept bookings from the licensed plumber for the tapping and meter fitting when all fees have been paid and a plan showing proposed location of master meter and individual meters has been submitted.
5. It is recommended you hire a hydraulics consultant to size the pipeline, onsite storages and other design and construction issues of the scheme at your cost.
6. The actual connection to Barwon Water's 100 mm water main will be done by Barwon Water personnel after preparation by your licensed plumber.
7. The applicant shall install a pressure sustaining valve (PSV) on this private extension to protect water pressure to existing users. The PSV shall be set to a pressure as directed by Barwon Water and shall not be modified without written permission from Barwon Water.
8. The 50mm master meter shall be installed as close as practicable to the tapping location.
- 21 9. At least two metres of 50mm service pipe shall be installed directly after the meter, and from there it may be upsized to overcome a possible reduction in volume through friction loss if considered necessary.
10. The private water line shall be installed along existing roadway reserves with appropriate permits applied for from the applicable Council.
11. The service pipe within the property shall be the same diameter as the water meter size for the first two metres of line and thereafter can be upsized to suit your requirements.
12. An individual 20mm sub meter shall be fitted at your property boundary to measure your supply.
13. Barwon Water recommends that on site storage be provided to cater for circumstances of interruption or restriction of the water supply.
14. The applicant is required to submit a properly dimensioned 'as constructed' plan showing the location, offset and material of all pipes and fittings on this private extension.
15. Water should only be used for stock and domestic purposes.
16. Water must not be used for intensive commercial use (ie plant nursery, market garden, broiler farm, piggery, irrigation, feed lots etc.)
17. In peak demand periods, customers are unlikely to get enough water. Onsite storages with pumping systems are required.
18. Storages should be large enough to cater for the properties needs should supply become unavailable due to repairs, maintenance or peak demand periods.
19. It is advisable for all customers in the scheme have some legal agreement between all parties specifying cost sharing arrangements, responsibility for maintaining the works and public liability issues.

### CHARGES

1. An amount of \$2254.25 is payable as the New Customer Contribution fee, which is determined by Essential Services Commission. This fee is based on land size and is applicable for each new connected property.
2. An amount of \$240.99 which is the supply and fitting of an individual sub\_meter mm meter to your property is payable.
3. An amount of \$72.41 which is the fee for the administrative work associated with the assessment & processing of your application.
4. An amount of \$1107.90, which is cost of the water tapping and the master meter, is also to be paid however this cost will be shared amongst all applicants who proceed with their application. **This amount should be collected and remitted by the group's representative.**
5. All fees are applicable for works completed within the same financial year as date of letter originally generated. Any works not completed within this timeframe may require re-application for revised fees in accordance with Water Price Determination.

**PART B**  
**WATER SUPPLY BY AGREEMENT**  
**STANDARD CONDITIONS AND DEFINITIONS**

Under the authority of and subject to the provisions of the Water Act 1989 and relevant bylaws Barwon Region Water Corporation (**Barwon Water**) may enter into an agreement with a person (the "**Customer**") for the supply of water to property owned or occupied by that person (the "**Land**").

**Terms and Conditions:**

**1. Supply**

Subject to the Customer satisfying any prerequisites as advised to the Customer by Barwon Water, Barwon Water shall supply water to the Land by providing a point of connection located as specified by Barwon Water.

**2. Entitlement to supply**

2.1 All rights of the Customer for the supply of water on these terms and conditions are personal. No right or entitlement to a supply of water runs with the Land.

2.2 Barwon Water shall not be obliged to continue a supply of water to the Land if the Customer ceases to own or occupy each part of the Land.

2.3 If the Customer ceases to be the owner or occupier (as the case may be) of the whole of the land, the Customer shall give Barwon Water notification in writing of the change not later than two days prior to the intended change.

2.4 The Customer shall advise any future owner or occupier of the land or part of the land:

a) That the supply of water to the land is by agreement with Barwon Water which does not run with the land and such potential owner or occupier will need to deal with Barwon Water in relation to continuing supply of water to the land;

b) If water is supplied through any private reticulation water system owned by a third party, that the potential owner or occupier will need to deal with the owner/s of that system in relation to its continued use to convey water to the Land.

**3. Purpose of supply**

3.1 Water taken by the Customer shall be used only for purposes specified by Barwon Water.

3.2 Barwon Water does not undertake to supply water of a specific quality or quantity or to provide any degree of pressure or continuity of supply. If Barwon Water becomes aware that the quality of supply is unsatisfactory for any of the purposes specified by Barwon Water, Barwon Water may suspend or terminate the further supply of water.

**4. Prohibition on on-supply**

4.1 The Customer is prohibited from selling or on-supplying water to other users.

4.2 The Customer shall not extend, nor permit any other person to extend any private water reticulation system connected to the point of water supply, to facilitate the provision of a supply of water to other land unless with the written consent of Barwon Water.

**5. Temporary nature of supply**

5.1 The provision of water on these terms and conditions is a temporary means of supply with Barwon Water having no obligation to either continue to provide supply or move to the provision of an alternate supply whether temporary or otherwise.

5.2 The provision of water supplied on these terms and conditions shall not be relied on by the Customer as a ground of objection to the provision of a permanent supply of water to the land as a serviced property under the Water Act 1989.

5.3 If the Land becomes a serviced property within the meaning of the Water Act 1989, then the Customer shall, if and when required by Barwon Water, cause the private works to be disconnected at the point of supply. Barwon Water may require the customer to contribute to the cost of the water supply system, which will be made available for connection as a consequence of the land becoming a declared serviced property.

**6. Meter**

6.1 Barwon Water shall provide a meter appropriate for registering the quantity of water supplied to the Land. Barwon Water shall retain ownership of the meter.

6.2 The Customer shall not, nor cause or permit any other person to, bypass or interfere with Barwon Water's water meter recording the volume of water delivered and acknowledges that to do so constitute an offence under the Water Act 1989.

6.3 Should the said meter fail to register or, in the opinion of the Executive Manager Customer Services or his nominee or such other officer of Barwon Water having responsibility for this function within Barwon Water ('**Authorised Officer**'), register incorrectly during any period, then by inspection of previous records or in

such other way as he thinks fit he may estimate the quantity of water supplied during the said period and the Customer shall be deemed to have been supplied with the quantity so estimated and shall pay for such quantity at the rate and in the manner hereinafter provided. Any dispute shall be finally determined by Barwon Water by its Authorised Officer.

6.4 Where water supplied on these terms and conditions is supplied to the Customer through a private water reticulation system that supplies water to other customers, and the volume of water recorded by a meter placed to record all the water passing through the private water reticulation system is more than the total volume of water recorded by all meters placed to record the water passing from the private water reticulation system to each customer connected to the private water reticulation system, then the Customer shall:

- a) in the event that Barwon Water by its Authorised Officer in its sole discretion, but acting reasonably, cannot determine a more equitable apportionment of the cost of that volume of water being the difference in volumes recorded, pay in equal shares with all other customers taking water through the private water reticulation system, the cost of the water comprising that difference, or
- b) Where Barwon Water makes an unequal apportionment of the cost of the water, pay to Barwon Water the sum so determined.

## **7. Fees and charges**

7.1 The Customer shall pay Barwon Water's charges for the supply of water, which shall be as advised to the Customer from time to time.

7.2 In the event that Barwon Water's charges for the supply of water or other moneys due to Barwon Water are unpaid for a period greater than 30 days, Barwon Water may, in addition to recovering the amounts due in a court of law discontinue the supply pursuant to paragraph 11.

## **8. Customer works**

8.1 The Customer shall install, maintain, alter or repair any private water reticulation system connecting to the point of water supply provided by Barwon Water, in accordance with the reasonable requirements of Barwon Water and all relevant Acts, Regulations and by-laws.

8.2 The Customer should consider providing on-site storage for water to cater for circumstances of interruption to or restriction of the supply of water.

## **9. Interruptions to supply**

9.1 Barwon Water's main or other works from which the Land is to be supplied may be shut off with or without notice for maintenance repair or operational reasons. Barwon Water shall when reasonably possible, notify the Customer when there is or may be an interruption to supply for such purposes.

## **10. Variations to supply**

10.1 Barwon Water may at any time replace alter or abandon the water reticulation system serving the point of connection to the Land. If Barwon Water considers it appropriate to continue to supply water to the Customer, the Customer shall bear the cost of any works which are necessary to maintain supply or provide an alternative means of supply.

## **11. Termination of supply**

11.1 Barwon Water may at any time elect in its sole discretion to stop the supply of water to the Land. Barwon Water shall give not less than thirty days written notice to the Customer of its intention to stop supply unless for good reason beyond the control of Barwon Water the supply cannot be reasonably maintained during that period, in which event Barwon Water may give such lesser period of written notice as is reasonably appropriate in the circumstances.

11.2 In the event that Barwon Water discontinues the supply of water the Customer shall, in accordance with all relevant Acts, Regulations and by-laws, disconnect the Customer's private reticulation works at the point of supply. In the event that the Customer does not cause the disconnection to occur as required by Barwon

Water, Barwon Water may cause such work to be done and the cost of so doing shall be recoverable from the Customer as a debt due to Barwon Water.

## **12. Variations to terms and conditions**

12.1 Barwon Water may amend, vary, add to, or replace any of these terms and conditions of supply by giving the customer not less than 30 days written notice of the proposed changes.

## **13. Application of By-laws**

13.1 Any matters relating to the supply, use of and charges for water provided under this agreement not specifically provided for in these terms and conditions of supply shall be in accordance with the provisions of Barwon Water's by-laws made from time to time for the regulating of supply and use of water within the area under Barwon Water's jurisdiction.

# Property Clearance Certificate

## Land Tax



CAROLYN BAYES

**Your Reference:** LD:80130614-008-3.266061CB

**Certificate No:** 98503272

**Issue Date:** 01 APR 2026

**Enquiries:** ESYSPROD

**Land Address:** 535 PETTAVEL ROAD FRESHWATER CREEK VIC 3217

Land Id	Lot	Plan	Volume	Folio	Tax Payable
21177408	1	110322	10106	726	\$0.00

**Vendor:** PAMELA MORLANG & JOHN MORLANG

**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
JOHN MORLANG	2026	\$1,420,000	\$0.00	\$0.00

**Comments:** Property is exempt: LTX Principal Place of Residence.

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
-------------------------------------	--------------------------	---------------	------------------	-------

**Comments:**

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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Arrears of Vacant Residential Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV): \$2,250,000

SITE VALUE (SV): \$1,420,000

**CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE: \$0.00**

# Notes to Certificate - Land Tax

Certificate No: 98503272

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## Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
  - Land tax that has been assessed but is not yet due,
  - Land tax for the current tax year that has not yet been assessed, and
  - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

## Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

## Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge and Vacant Residential Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

## Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax including vacant residential land tax, interest and penalty tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

## General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
8. An updated Certificate may be requested free of charge via our website, if:
  - The request is within 90 days of the original Certificate's issue date, and
  - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$8,430.00

Taxable Value = \$1,420,000

Calculated as \$4,650 plus ( \$1,420,000 - \$1,000,000) multiplied by 0.900 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$22,500.00

Taxable Value = \$2,250,000

Calculated as \$2,250,000 multiplied by 1.000%.

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## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 98503272

### Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

[www.bpay.com.au](http://www.bpay.com.au)

### CARD



Ref: 98503272

### Visa or Mastercard

Pay via our website or phone 13 21 61.  
A card payment fee applies.

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

# Property Clearance Certificate

## Commercial and Industrial Property Tax



CAROLYN BAYES

**Your Reference:** LD:80130614-008-3.266061CB

**Certificate No:** 98503272

**Issue Date:** 01 APR 2026

**Enquires:** ESYSPROD

**Land Address:** 535 PETTAVEL ROAD FRESHWATER CREEK VIC 3217

Land Id	Lot	Plan	Volume	Folio	Tax Payable
21177408	1	110322	10106	726	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
117	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

**Paul Broderick**  
Commissioner of State Revenue

**CAPITAL IMPROVED VALUE:** \$2,250,000

**SITE VALUE:** \$1,420,000

**CURRENT CIPT CHARGE:** \$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 98503272

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## Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

## Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
  - a general valuation of the land;
  - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
  - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
  - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
  - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

## Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
  - the date on which the land became tax reform scheme land;
  - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
  - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

## Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

## Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

## Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

## Passing on commercial and industrial property tax to a purchaser

11. A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

## General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to [www.sro.vic.gov.au/CIPT](http://www.sro.vic.gov.au/CIPT).
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
  - the request is within 90 days of the original Certificate's issue date, and
  - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

# Property Clearance Certificate

## Windfall Gains Tax



CAROLYN BAYES

**Your Reference:** LD:80130614-008-3.266061CB

**Certificate No:** 98503272

**Issue Date:** 01 APR 2026

**Land Address:** 535 PETTAVEL ROAD FRESHWATER CREEK VIC 3217

Lot	Plan	Volume	Folio
1	110322	10106	726

**Vendor:** PAMELA MORLANG & JOHN MORLANG

**Purchaser:** FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

**Comments:** No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

**CURRENT WINDFALL GAINS TAX CHARGE:**

**\$0.00**

A handwritten signature in black ink, appearing to read 'Paul Broderick'.

**Paul Broderick**  
Commissioner of State Revenue

# Notes to Certificate - Windfall Gains Tax

Certificate No: 98503272

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## Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
  - Windfall gains tax that is due and unpaid, including any penalty tax and interest
  - Windfall gains tax that is deferred, including any accrued deferral interest
  - Windfall gains tax that has been assessed but is not yet due
  - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
  - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

## Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

## Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

7. Despite the issue of a Certificate, the Commissioner may recover a windfall gains tax liability from a vendor, including any amount identified on this Certificate.

## Passing on windfall gains tax to a purchaser



8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

## General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
  - The request is within 90 days of the original Certificate's issue date, and
  - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

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## Windfall Gains Tax - Payment Options

<p><b>BPAY</b></p>  <p>Billers Code: 416073 Ref: 98503279</p> <p><b>Telephone &amp; Internet Banking - BPAY®</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p><a href="http://www.bpay.com.au">www.bpay.com.au</a></p>	<p><b>CARD</b></p>  <p>Ref: 98503279</p> <p><b>Visa or Mastercard</b></p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p><a href="http://sro.vic.gov.au/payment-options">sro.vic.gov.au/payment-options</a></p>	<p><b>Important payment information</b></p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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# Building Permit

Form 2 Building Act 1993 Building Regulations 2018 – Regulation 37(1)

**Permit No: BS-U 37837 7148243980515**

## Issued To - AGENT

Name: Gordon Avenue Pools & Spas  
ACN:  
Postal Address: 6-8 Gordon Avenue GEELONG WEST, VIC 3218  
Email: angela@gordonave.com.au

## Address for Serving or Giving of Documents

Address: 6-8 Gordon Avenue GEELONG WEST VIC 3218  
Contact Person: Gordon Avenue Pools & Spas  
Phone: (03) 5221-3422

## Ownership Details

Name: Pamela & John Morlang (Owner builder for pool fence only)  
ACN:  
Postal Address: 535 Pettavel Road FRESHWATER CREEK, VIC 3217  
Email: johnmorlang@hotmail.com  
Contact Person: Pamela & John Morlang (Owner builder for pool fence only)  
Phone: 0403 308 357

## Property Details

Address: 535 Pettavel Road FRESHWATER CREEK VIC 3217  
Title Details: LP/PS: 110322, Vol: 10106, Folio: 726  
Municipal District: Surf Coast Shire Council

## Builder

Name: DA Pools Pty Ltd  
Phone: (03) 5221-3422  
ACN: 150 286 990  
Registration No. CDB-L 49176  
Postal Address: 6-8 Gordon Avenue GEELONG WEST, VIC 3218

This builder is specified under section 24B(4) of the Building Act 1993 for the building work to be carried out under this permit.

## Natural Person for Service of Directions, Notices and Orders

Name: Dean Holroyd  
Phone: (03) 5221-3422  
Postal Address: 6-8 Gordon Avenue GEELONG WEST, VIC 3218

## Building Practitioner or Architect Engaged to Prepare Documents for this Permit

Name	Category/Class	Registration No.
Charles Rickard	Professional Engineer	PE 0003927

T: 0498 727 907 • E: wayne@basebp.com.au  
PO Box 402 LEOPOLD VIC 3224

## Details of Domestic Building Work Insurance

Name of Builder: DA Pools Pty Ltd  
Insurance Provider: Insurance House Pty Ltd  
Policy Number: C682433  
Policy Issued: 3/03/2022  
Policy Cover: \$67,040

## Nature of Building Work

Construction of Swimming Pool & Pool Fence (10b)

Version of BCA applicable to Permit: BCA 2019 Volume 2 Amendment 1  
Stage of building work permitted: As shown on the approved plans  
Total floor area of new building work in m2: 29.0  
Cost of building work (this stage): \$77,440  
Cost of building work (all stages): \$77,440

## Building Classification

Nature of Work	Part of Building	BCA Classification
Construction of	Swimming Pool & Pool Fence	10b

## Protection Work

Protection work is not required in relation to the building work proposed in this permit.

## Inspection Requirements

The mandatory notification stages are -

- Excavation of swimming pool and temporary fence
- At completion of the swimming pool or spa and related safety barrier

## Occupation or Use of Building

A Certificate of Final Inspection is required prior to the occupation or use of this building.

If an occupancy permit is required, the permit is required for the whole of the building in relation to which the building work is carried out.

## Commencement and Completion

This building work must commence by 7/03/2023.

*If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.*

This building work must be completed by Within 6 months of commencement date.

*If the building work to which this building permit applies is not completed by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.*

## Documents Supporting Application

Document Name	Prepared By	Ref No	Issued
143-D - Sanctuary 7.0m (1)			
152147_SoilSiteClassification			

T: 0498 727 907 • E: wayne@basebp.com.au  
PO Box 402 LEOPOLD VIC 3224

Document Name	Prepared By	Ref No	Issued
7M SACTUARY SCHEMATIC			
Aluminium fence compliance certificate			
Charles Rickard Registration			
Contract Page			
Domestic Building Insurance X-867754			
Form 126 - Certificate of Compliance - Base Building Permits			
Glass fence compliance certificates			
Gordon Ave practitioner			
Owners Declaration			
Pool fence drawings (i)			
POS			
SITE Morlang 535 Pettavel Road Freshwater creek			
Site Plan Approval			
Skimmer box compliance			
Swimming pool owner inspection checklist			
Title			
Waterco- Skimmer Boxes			

### Permit Conditions

This building permit is subject to the following conditions –

No	Condition
1	<p>Site sign.</p> <p>The person in charge of the building work to which this permit applies shall take all reasonable steps to ensure that they display in a conspicuous position a sign on the building site that contains the following information:</p> <ul style="list-style-type: none"> <li>• The registered number and contact details of the builder.</li> <li>• The registered number and contact details of the building surveyor.</li> <li>• The building permit number and date of issue of the permit.</li> </ul>
2	<p>All building work shall be carried out in accordance with the requirements of the Building Act, 1993 as amended and the Building Regulations 2018 in accordance with the notations and amendments shown on the plans and in the specifications.</p>
3	<p>Building Permit Inspections</p> <p>The person who is responsible for carrying out the building work must give Base Building Permits a minimum of 48 hours' notice and request the mandatory inspections as detailed on the approved building permit, be carried out.</p> <p>Note: The building permit fees allow for one (1) inspection at each mandatory inspection noted on the building permit. If additional inspections are required, then each additional inspection will incur a standard building inspection fee. Please contact Base Building Permits to confirm relevant inspection fees.</p>
4	<p>The building work must be carried out strictly in accordance with the approved Building Permit plans and specifications, one copy of which must be kept on site and made available for inspection while the work is in progress.</p>
5	<p>Pool inspections</p> <p>The person who is responsible for carrying out the building work must give Base Building Permits a minimum of 48 hours' notice and request the required mandatory inspection/s be carried out</p> <p>Note: The building permit fees allow for one (1) inspection at each mandatory inspection stage. If additional inspections are required due to a failed building inspection, then each additional inspection will incur a standard building inspection fee. Please contact Base Building Permits to confirm relevant inspection fees.</p>
6	<p>Swimming Pool Wastewater</p> <p>That the swimming pool waste water be disposed of into the sewer main in accordance with the requirements of AS 3500.2 or AS 3500.5, and in accordance with the relevant water authority.</p>

T: 0498 727 907 • E: wayne@basebp.com.au  
PO Box 402 LEOPOLD VIC 3224

No	Condition
7	<p>Skimmer Boxes</p> <p>The skimmer boxes or other recesses constructed in the pool/spa surrounds or any other location likely to be accessible to children and connected with any filtration or suction equipment shall be installed in accordance with the requirements of AS 1926.3 2010.</p>
8	<p>Commencement of Works Notification.</p> <p>The swimming pool/spa and enclosure must be completed within 6 Months from the swimming pool/spa works commencing. The builder must notify Base Building Permits when the swimming pool/spa works have commenced.</p>
9	<p>Excavation</p> <p>During the swimming pool/spa excavation works, all care must be taken to not disturb/undermine footings on an adjacent building. In no way shall the excavation undermine any existing footings, if this is not the case, underpinning of the adjacent building may be required and the relevant building surveyor shall be contacted immediately. All excavations must be suitably fenced or partitioned to ensure safety to life and or property.</p>
10	<p>Swimming Pool Heating and Pumping</p> <p>A heated swimming pool, must be heated by means of a solar heater (not boosted by electric resistance heating) or a heater using reclaimed energy or a gas heater or a heat pump or a combination of the above. If heated via a gas heater or heat pump, then the swimming pool must be supplied with a cover. A time switch is to be provided to control the operation of a circulation pump.</p>
11	<p>Advisory note: we recommend, prior to commencement of works, the owner engage a suitably qualified electrician to provide earthing requirements regarding any structures/fences proposed or existing located within 1250mm of the proposed pool/spa edge.</p>
12	<p>Earthing of pool/Spa.</p> <p>It is the pool builder's responsibility to ensure any earthing requirements regarding the installation of the swimming pool or spa pool and related pump equipment have been met via engaging a suitably qualified electrician.</p>
13	<p>The lifting/transportation of the swimming/spa pool/s into the property via crane or other means must take place solely within the subject site and must not at any point during the Lifting/transportation enter or be located on or over any adjoining properties.</p>
14	<p>Swimming Pool Fencing / Safety Barrier</p> <p>The swimming pool or spa must be enclosed with a safety barrier complying with AS 1926.1 - 2012, AS 1926.2 -2007 and Part 3.9.3 of Volume Two of the National Construction Code (NCC).</p> <ul style="list-style-type: none"> <li>a) any fence/barrier shall have a minimum height of 1.2 metres;</li> <li>b) a boundary fence shall have a minimum height of 1800mm.</li> <li>c) the fence shall not have any openings more than 100mm between vertical members or under the fencing. The openings shall have a strength that will not permit a 105mm test sphere to pass through them within a force of 150N.</li> <li>d) any horizontal members in the fence shall be separated by not less than 900mm;</li> <li>e) any gate leading to the pool shall be self-closing and self-latching from any position, any such gate shall open away from the pool;</li> <li>f) the gate latch shall have its release a minimum of 1500mm high or be protected by a shield having a minimum radius of 450mm;</li> <li>g) the strength of any fence, gate or door shall comply with Part 3 of AS 1926.1; and</li> <li>h) the pool must be isolated from the house and other ancillary structures such as a garage or shed by an enclosure complying with AS1926.1</li> </ul> <p>Note: If in doubt contact the Relevant Building Surveyor.</p>
15	<p>Filling of Swimming Pool/Spa</p> <p>The swimming pool or spa must not be filled with more than 300mm of water prior to the installation around the swimming pool or spa of either a temporary safety barrier complying with AS 1926.1 - 2012 and AS 1926.2 - 2007 or the proposed permanent safety barrier complying with AS 1926.1 - 2012 and AS 1926.2 - 2007. The temporary safety barrier must remain in place until the permanent barrier has been inspected and approved by the relevant building surveyor or building inspector.</p>

T: 0498 727 907 • E: wayne@basebp.com.au  
PO Box 402 LEOPOLD VIC 3224

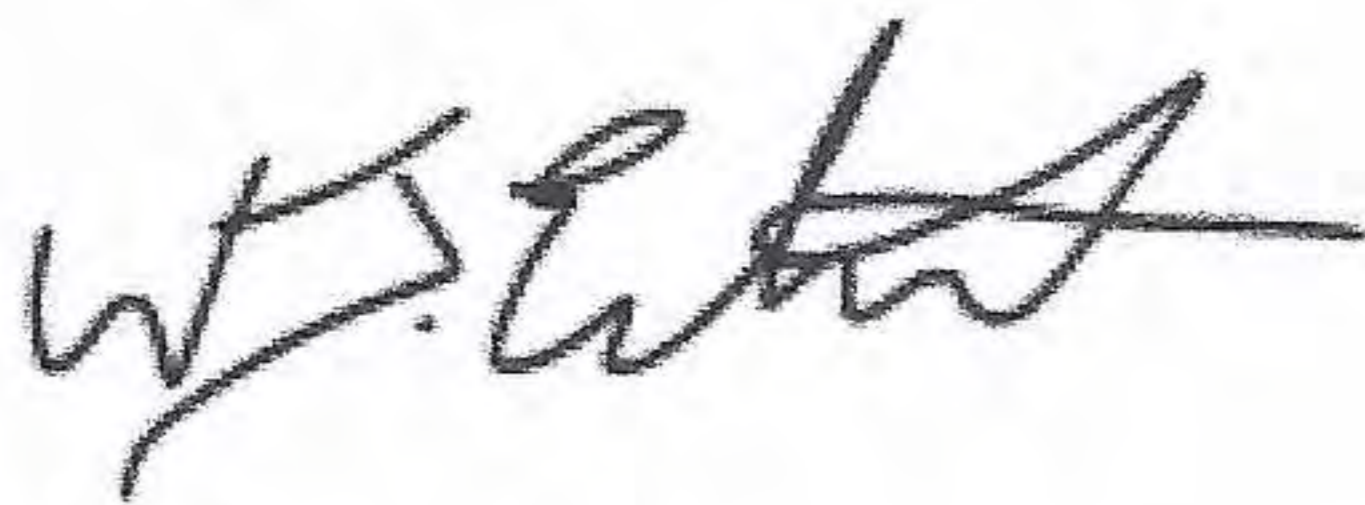
No	Condition
16	Please note that it is the owners responsibility to ensure compliance with any covenants, encumbrances OR 173 agreements contained within the title.

### Relevant Building Surveyor

Name: Wayne Eastwood  
ACN:  
Address: PO Box 402 LEOPOLD VIC 3224  
Email: wayne@basebp.com.au  
Building practitioner registration no.: BS-U 37837

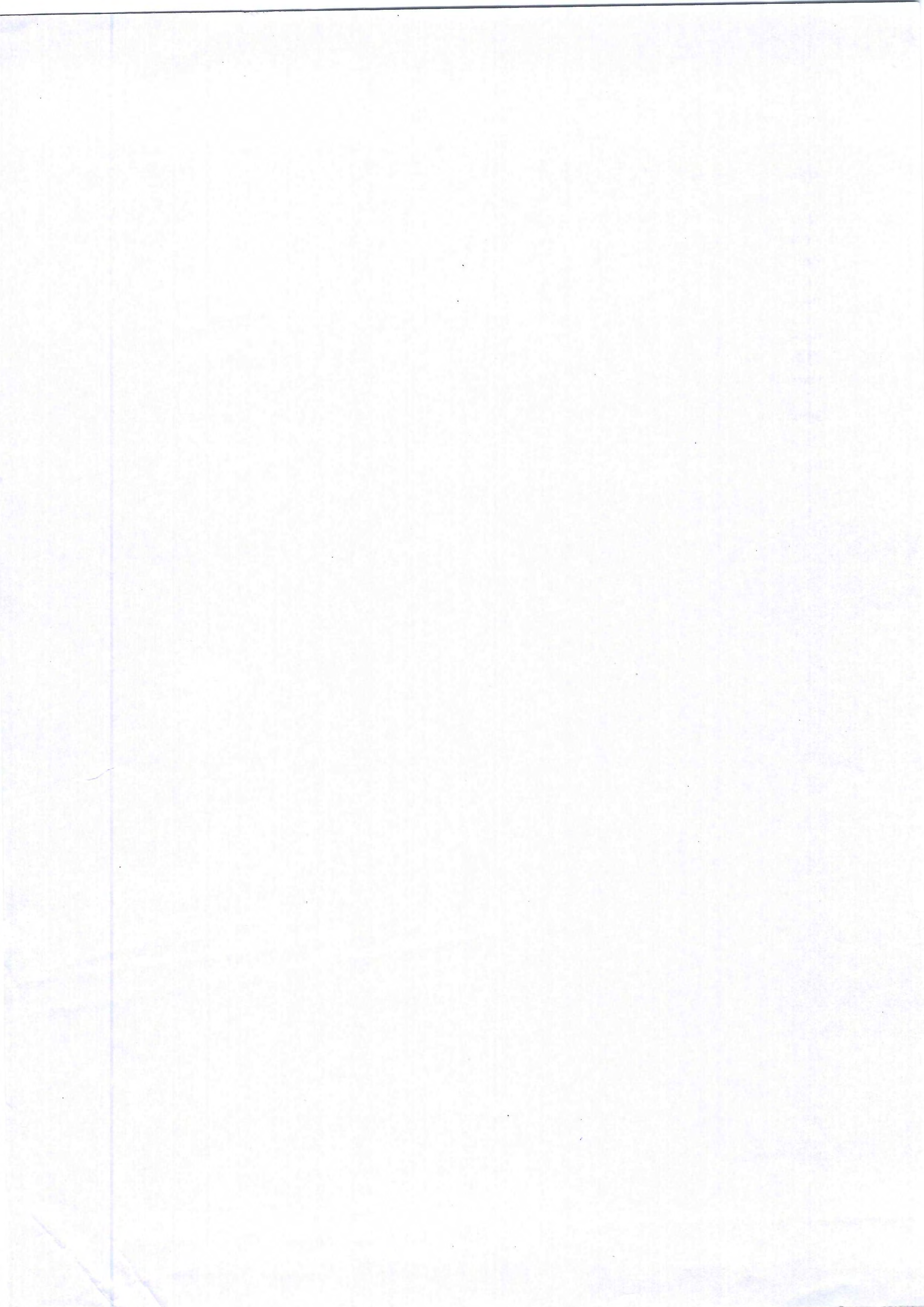
Permit No.: BS-U 37837  
7148243980515  
Date of Issue of Permit: 7/03/2022

Signature:



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T: 0498 727 907 • E: wayne@basebp.com.au  
PO Box 402 LEOPOLD VIC 3224



# Certificate of Final Inspection

Form 17 Building Act 1993 Building Regulations 2018 – Regulation 200

Certificate No: BS-U 37837 7148243980515

**Property Details:** 535 Pettavel Road FRESHWATER CREEK VIC 3217  
**Title Details:** LP/PS: 110322, Vol: 10106, Folio: 726  
**Municipal District:** SURF COAST SHIRE COUNCIL

## Building Permit Details

Building Permit No.: BS-U 37837 7148243980515  
 Version of BCA applicable to building permit: BCA 2019 Volume 2 Amendment 1

**Description of Building Work:** Construction of Swimming Pool & Pool Fence (10b)

Part of Building	Permitted Use	BCA Class
Swimming Pool & Pool Fence	Domestic	10b

## Maintenance Determination

A maintenance determination is not required to be prepared in accordance with regulation 215 of the Building Regulations 2018.

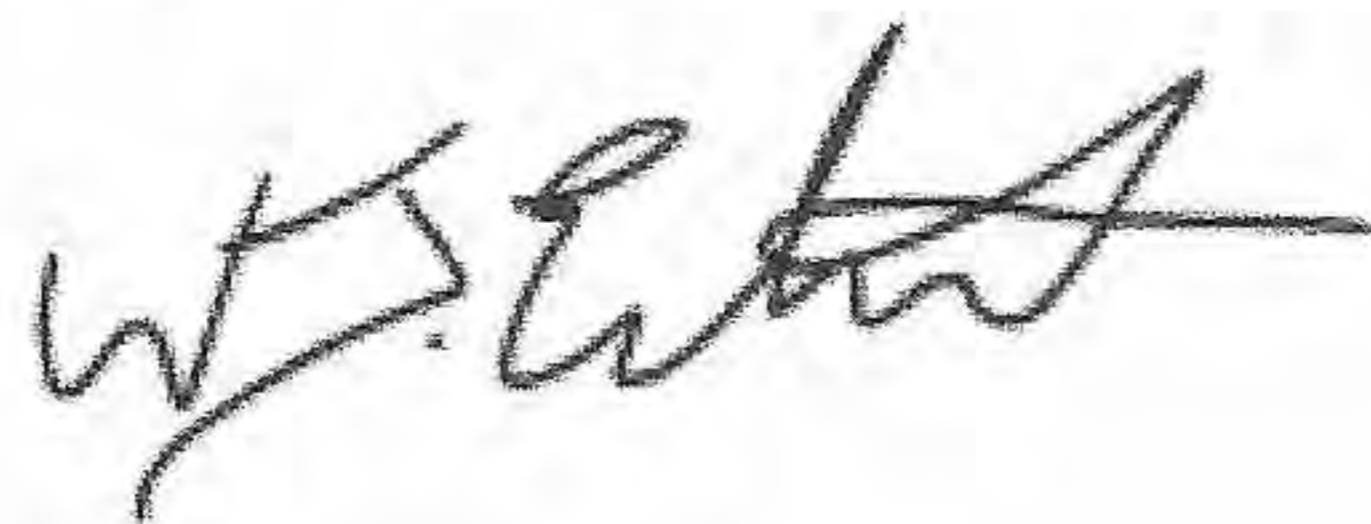
## Directions to Fix Building Work

All directions to fix building work under Part 4 of the **Building Act 1993** have been complied with.

## Relevant Building Surveyor

**Name:** Wayne Eastwood  
**Address:** PO Box 402 LEOPOLD VIC 3224  
**Email:** wayne@basebp.com.au  
**Building practitioner registration no.:** BS-U 37837

**Certificate No.:** BS-U 37837 7148243980515  
**Date of Issue:** 26/05/2022  
**Signature:**



Scan QR code to  
login to the portal



18 March 2026

Pamela Morlang  
535 Pettavel Road  
FRESHWATER CREEK VIC 3217

### Confirmation of Swimming Pool Barrier Compliance Certificate Received

Dear Pool Owner,

Reference Number: **022.2022.00001615.001**  
Property Address: **535 Pettavel Road FRESHWATER CREEK 3217**

This letter confirms your swimming pool or spa Safety Barrier Compliance Certificate has been received.

#### Details on your pool/spa:

Type: **Permanent Swimming Pool**  
Property Address: **535 Pettavel Road FRESHWATER CREEK 3217**  
Date of Construction: **26 May 2022**  
Relevant Standard: **AS 1926.1-2012**  
Issued Date of Current Compliance Certificate: **16 March 2026**  
Due Date of Next Compliance Certificate required to be submitted to Council: **16 March 2030**

It is your responsibility as the owner to ensure the pool/spa is inspected and a compliance certificate lodged with Council every four years by the due date.

While the certificate states the pool safety barrier was compliant at the time of the inspection, we strongly recommended you carry out maintenance on your pool/spa safety barrier every 6 months.

The Victorian Building and Plumbing Commission website has excellent Self-Assessment guides to assist. Please refer to <https://www.bpc.vic.gov.au/>

Should you have any further enquiries in relation to this matter please contact Council's Building Unit on **03 5261 0600** or email [info@surfcoast.vic.gov.au](mailto:info@surfcoast.vic.gov.au).

Yours faithfully,  
**Building Services**  
**Surf Coast Shire**

# Certificate of Pool and Spa Barrier Compliance

Form 23 Building Act 1993 Building Regulations 2018 – Regulation 147Y(4), 147ZB(2)

## Issued to:

1. Name of owner of the land (the **property**) on which the swimming pool or spa is located: Pamela & John Morlang (Owner builder for pool fence only)
2. Postal Address: 535 Pettavel Road FRESHWATER CREEK, VIC 3217
3. Telephone Number: 0403 308 357
4. Email Address: johnmorlang@hotmail.com

## Property Details

<b>Number:</b>	<b>Street/Road:</b>	<b>City/Suburb/Town:</b>	<b>Postcode:</b>
535	Pettavel Road	FRESHWATER CREEK	3217
<b>Lot/s:</b>	<b>LP/PS:</b> 110322	<b>Volume:</b> 10106	<b>Folio:</b> 726
<b>Crown Allot:</b>	<b>Section:</b>	<b>Parish:</b>	<b>County:</b>
<b>Municipal district:</b> Surf Coast Shire Council			

## Type of Swimming Pool or Spa

- Permanent swimming pool
  - Permanent spa
  - Relocatable swimming pool
  - Relocatable spa
5. Date of construction of the swimming pool or spa: 14/04/2022
  6. Applicable barrier standard: AS 1926.1-2012
  7. The applicable barrier standard applies under:
    - Division 2 of Part 9A of the Building Regulations 2018
    - relevant deemed to satisfy provisions of the BCA
    - a performance solution in accordance with the BCA
  8. Date(s) of inspection(s) of the swimming pool or spa barrier:

<b>Date of Inspections</b>
25/05/2022

## Certificate of Compliance

Following inspection of the Swimming Pool barrier on the date(s) referred to in item 8 of this

certificate, I certify that the barrier complies with the applicable barrier standard.

Signature of swimming pool and spa  
inspector



Date: 26/05/2022

9. I confirm that I did not carry out building work on the barrier to address identified non-compliance of the barrier prior to certifying the barrier's compliance with the applicable barrier standard.

#### Inspector Details

10. Name of registered building practitioner: Wayne Eastwood  
11. ACN / ARBN  
12. Address: PO Box 402 LEOPOLD, VIC 3224  
13. Email: wayne@basebp.com.au  
14. Building practitioner registration no.: BS-U 37837

# Due diligence checklist

## What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting the [Due diligence checklist page on the Consumer Affairs Victoria website](http://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

## Urban living

### Moving to the inner city?

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses and people. Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

### Is the property subject to an owners corporation?

If the property is part of a subdivision with common property such as driveways or grounds, it may be subject to an owners corporation. You may be required to pay fees and follow rules that restrict what you can do on your property, such as a ban on pet ownership.

## Growth areas

### Are you moving to a growth area?

You should investigate whether you will be required to pay a growth areas infrastructure contribution.

## Flood and fire risk

### Does this property experience flooding or bushfire?

Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

## Rural properties

### Moving to the country?

If you are looking at property in a rural zone, consider:

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

### Can you build new dwellings?

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

### Is there any earth resource activity such as mining in the area?

You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

## Soil and groundwater contamination

### Has previous land use affected the soil or groundwater?

You should consider whether past activities, including the use of adjacent land, may have caused contamination at the site and whether this may prevent you from doing certain things to or on the land in the future.

(04/10/2016)

## Land boundaries

### Do you know the exact boundary of the property?

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

## Planning controls

### Can you change how the property is used, or the buildings on it?

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encumbrances – on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

### Are there any proposed or granted planning permits?

The local council can advise you if there are any proposed or issued planning permits for any properties close by. Significant developments in your area may change the local 'character' (predominant style of the area) and may increase noise or traffic near the property.

## Safety

### Is the building safe to live in?

Building laws are in place to ensure building safety. Professional building inspections can help you assess the property for electrical safety, possible illegal building work, adequate pool or spa fencing and the presence of asbestos, termites, or other potential hazards.

## Building permits

### Have any buildings or retaining walls on the property been altered, or do you plan to alter them?

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

### Are any recent building or renovation works covered by insurance?

Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

## Utilities and essential services

### Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

## Buyers' rights

### Do you know your rights when buying a property?

The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights.

(04/10/2016)