

# Seller disclosure statement



Queensland  
Government

Property Law Act 2023 section 99

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

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

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

This statement does not include information about:

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

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

## Part 1 – Seller and property details

Seller

Property address  
(referred to as the  
“property” in this  
statement)

**48 GAFFEL STREET, SVENSSON HEIGHTS QLD 4670**

Lot on plan description

**17/RP115436**

Community titles scheme  
or BUGTA scheme:

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

☐ **Yes**

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

☒ **No**

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

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

### Title details

**The seller gives or has given the buyer the following—**

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

☒ **Yes**

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

☒ **Yes**

|                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                   |                          |                                        |                           |                                             |     |
|---------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|--------------------------|----------------------------------------|---------------------------|---------------------------------------------|-----|
| <b>Registered encumbrances</b>                                      | <p>Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages.</p> <p>You should seek legal advice about your rights and obligations before signing the contract.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                   |                          |                                        |                           |                                             |     |
| <b>Unregistered encumbrances (excluding statutory encumbrances)</b> | <p>There are encumbrances not registered on the title that will continue to affect the property after <b>settlement</b>. <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b></p> <p><b>Note</b>—If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are <b>NOT</b> required to be disclosed.</p> <p><b>Unregistered lease (if applicable)</b></p> <p>If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:</p> <table border="1" data-bbox="973 510 1484 694"> <tr> <td>» the start and end day of the term of the lease:</td> <td>25/04/2024 to 23/04/2025</td> </tr> <tr> <td>» the amount of rent and bond payable:</td> <td>\$600/week &amp; \$2,400 Bond</td> </tr> <tr> <td>» whether the lease has an option to renew:</td> <td>YES</td> </tr> </table> <p><b>Other unregistered agreement in writing (if applicable)</b></p> <p>If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. <input type="checkbox"/> <b>Yes</b></p> <p><b>Unregistered oral agreement (if applicable)</b></p> <p>If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:</p> <div data-bbox="376 1016 1490 1288" style="border: 1px solid black; height: 120px; width: 100%;"></div> | » the start and end day of the term of the lease: | 25/04/2024 to 23/04/2025 | » the amount of rent and bond payable: | \$600/week & \$2,400 Bond | » whether the lease has an option to renew: | YES |
| » the start and end day of the term of the lease:                   | 25/04/2024 to 23/04/2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                   |                          |                                        |                           |                                             |     |
| » the amount of rent and bond payable:                              | \$600/week & \$2,400 Bond                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                   |                          |                                        |                           |                                             |     |
| » whether the lease has an option to renew:                         | YES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                   |                          |                                        |                           |                                             |     |
| <b>Statutory encumbrances</b>                                       | <p>There are statutory encumbrances that affect the property. <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b></p> <p><i>If Yes, the details of any statutory encumbrances are as follows:</i></p> <div data-bbox="376 1386 1490 1653" style="border: 1px solid black; padding: 5px;"> <p>Full DBYD search attached for further details and plans</p> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                   |                          |                                        |                           |                                             |     |
| <b>Residential tenancy or rooming accommodation agreement</b>       | <p>The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> during the last 12 months. <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b></p> <p>If <b>Yes</b>, when was the rent for the premises or each of the residents' rooms last increased? (<i>Insert date of the most recent rent increase for the premises or rooms</i>) <span style="border: 1px solid black; padding: 2px 10px;">01/05/2025</span></p> <p><b>Note</b>—Under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises.</p> <p>As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                   |                          |                                        |                           |                                             |     |

## Part 3 – Land use, planning and environment

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

|                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |
|---------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Zoning</b>                                     | <p>The zoning of the property is (<i>Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 1993; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable</i>):</p> <div style="border: 1px solid black; padding: 5px;">Low Density Residential</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
| <b>Transport proposals and resumptions</b>        | <p>The lot is affected by a notice issued by a Commonwealth, State or local government entity and given to the seller about a transport infrastructure proposal* to: locate transport infrastructure on the property; or alter the dimensions of the property. <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>The lot is affected by a notice of intention to resume the property or any part of the property. <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p><i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
| <b>Contamination and environmental protection</b> | <p>The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i>. <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p><b>The following notices are, or have been, given:</b></p> <p>A notice under section 408(2) of the <i>Environmental Protection Act 1994</i> (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan). <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>A notice under section 369C(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which an environmental enforcement order applies). <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>A notice under section 347(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which a prescribed transitional environmental program applies). <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> |  |
| <b>Trees</b>                                      | <p>There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property. <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p><i>If Yes, a copy of the order or application must be given by the seller.</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |
| <b>Heritage</b>                                   | <p>The property is affected by the <i>Queensland Heritage Act 1992</i> or is included in the World Heritage List under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cwlth). <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
| <b>Flooding</b>                                   | <p>Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the <a href="#">FloodCheck Queensland</a> portal or the <a href="#">Australian Flood Risk Information</a> portal.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
| <b>Vegetation, habitats and protected plants</b>  | <p>Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |

## Part 4 – Buildings and structures

**WARNING TO BUYER** – The seller does not warrant the structural soundness of the buildings or improvements on the property, or that the buildings on the property have the required approval, or that there is no pest infestation affecting the property. You should engage a licensed building inspector or an appropriately qualified engineer, builder or pest inspector to inspect the property and provide a report and also undertake searches to determine whether buildings and improvements on the property have the required approvals.

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

## Part 5 – Rates and services

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

|              |                                                                                                                                                 |
|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Rates</b> | <b>Whichever of the following applies—</b>                                                                                                      |
|              | The total amount payable* for all rates and charges (without any discount) for the property as stated in the most recent rate notice is:        |
|              | Amount: <input type="text" value="\$2303.04"/> Date Range: <input type="text" value="01/01/2026 to 30/06/2026"/>                                |
|              | OR                                                                                                                                              |
|              | The property is currently a rates exempt lot.** <input type="checkbox"/>                                                                        |
|              | OR                                                                                                                                              |
|              | The property is not rates exempt but no separate assessment of rates <input type="checkbox"/> is issued by a local government for the property. |

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

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

|              |                                                                                                                                        |
|--------------|----------------------------------------------------------------------------------------------------------------------------------------|
| <b>Water</b> | <b>Whichever of the following applies—</b>                                                                                             |
|              | The total amount payable as charges for water services for the property as indicated in the most recent water services notice* is:     |
|              | Amount: <input type="text"/> Date Range: <input type="text"/>                                                                          |
|              | OR                                                                                                                                     |
|              | There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is: |
|              | Amount: <input type="text" value="\$1234.50"/> Date Range: <input type="text" value="01/01/2026 to 30/06/2026"/>                       |

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

## Part 6 – Community titles schemes and BUGTA schemes

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

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

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

|                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|---------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Body Corporate and Community Management Act 1997</b> | <p><b>The property is included in a community titles scheme.</b> <input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b></p> <p>(If Yes, complete the information below)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Community Management Statement</b>                   | <p>A copy of the most recent community management statement for the scheme as recorded under the <i>Land Title Act 1994</i> or another Act is given to the buyer. <input type="checkbox"/> <b>Yes</b></p> <p><b>Note</b>—If the property is part of a community titles scheme, the community management statement for the scheme contains important information about the rights and obligations of owners of lots in the scheme including matters such as lot entitlements, by-laws and exclusive use areas.</p>                                                                                                                                                                        |
| <b>Body Corporate Certificate</b>                       | <p>A copy of a body corporate certificate for the lot under the <i>Body Corporate and Community Management Act 1997</i>, section 205(4) is given to the buyer. <input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b></p> <p>If <b>No</b>— An explanatory statement is given to the buyer that states: <input type="checkbox"/> <b>Yes</b></p> <ul style="list-style-type: none"> <li>» a copy of a body corporate certificate for the lot is not attached; and</li> <li>» the reasons under section 6 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot.</li> </ul> |
| <b>Statutory Warranties</b>                             | <p><b>Statutory Warranties</b>—If you enter into a contract, you will have implied warranties under the <i>Body Corporate and Community Management Act 1997</i> relating to matters such as latent or patent defects in common property or body corporate assets; any actual, expected or contingent financial liabilities that are not part of the normal operating costs; and any circumstances in relation to the affairs of the body corporate that will materially prejudice you as owner of the property. There will be further disclosure about warranties in the contract.</p>                                                                                                   |

|                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Building Units and Group Titles Act 1980</b> | <p><b>The property is included in a BUGTA scheme</b> <input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b></p> <p>(If Yes, complete the information below)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Body Corporate Certificate</b>               | <p>A copy of a body corporate certificate for the lot under the <i>Building Units and Group Titles Act 1980</i>, section 40AA(1) is given to the buyer. <input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b></p> <p>If <b>No</b>— An explanatory statement is given to the buyer that states: <input type="checkbox"/> <b>Yes</b></p> <ul style="list-style-type: none"> <li>» a copy of a body corporate certificate for the lot is not attached; and</li> <li>» the reasons under section 7 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot.</li> </ul> <p><b>Note</b>—If the property is part of a BUGTA scheme, you will be subject to by-laws approved by the body corporate and other by-laws that regulate your use of the property and common property.</p> |

## Signatures – SELLER

\_\_\_\_\_  
Signature of seller

\_\_\_\_\_  
Signature of seller

\_\_\_\_\_  
Name of Seller

\_\_\_\_\_  
Name of Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Signatures – BUYER

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

\_\_\_\_\_  
Signature of buyer

\_\_\_\_\_  
Signature of buyer

\_\_\_\_\_  
Name of buyer

\_\_\_\_\_  
Name of buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Queensland Titles Registry Pty Ltd  
ABN 23 648 568 101

|                            |                 |                     |                  |
|----------------------------|-----------------|---------------------|------------------|
| <b>Title Reference:</b>    | <b>14168024</b> | <b>Search Date:</b> | 06/05/2026 07:34 |
| <b>Date Title Created:</b> | 14/05/1968      | <b>Request No:</b>  | 56018686         |
| <b>Previous Title:</b>     | 14144238        |                     |                  |

**ESTATE AND LAND**

Estate in Fee Simple

LOT 17 REGISTERED PLAN 115436

Local Government: BUNDABERG

**REGISTERED OWNER**

Dealing No: 722679608 14/08/2023

**EASEMENTS, ENCUMBRANCES AND INTERESTS**

1. Rights and interests reserved to the Crown by  
Deed of Grant No. 10259062 (POR 28)
2. MORTGAGE No 722679609 14/08/2023 at 16:06  
COMMONWEALTH BANK OF AUSTRALIA A.C.N. 123 123 124

**ADMINISTRATIVE ADVICES**

NIL

**UNREGISTERED DEALINGS**

NIL

Caution - Charges do not necessarily appear in order of priority

\*\* End of Current Title Search \*\*

This plan MUST NOT BE FOLDED but may be rolled.

967511

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

967511

Total area new Rds.

3 0 23.8

DIAGRAM.

Not to Scale 5 R.P.

R.P. 108858-7

R.P. 108858-7

R.P. 108858-7

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1 Pins.

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|----|-------|------|-----|
| 31 | 300.0 | 5.0  | 0.9 |
| 32 | 30.0  | 5.0  | 0.9 |
| 33 | 89.58 | 15.0 | 0.9 |
| 34 | 210.0 | 4.6  | 0.9 |
| 35 | 210.0 | 5.0  | 0.9 |
| 36 | 210.0 | 5.0  | 0.9 |
| 37 | 210.0 | 5.0  | 0.9 |
| 38 | 210.0 | 5.0  | 0.9 |
| 39 | 210.0 | 5.0  | 0.9 |
| 40 | 210.0 | 5.0  | 0.9 |
| 41 | 210.0 | 5.0  | 0.9 |
| 42 | 210.0 | 5.0  | 0.9 |
| 43 | 210.0 | 5.0  | 0.9 |
| 44 | 210.0 | 5.0  | 0.9 |
| 45 | 210.0 | 5.0  | 0.9 |
| 46 | 210.0 | 5.0  | 0.9 |
| 47 | 210.0 | 5.0  | 0.9 |
| 48 | 210.0 | 5.0  | 0.9 |
| 49 | 210.0 | 5.0  | 0.9 |
| 50 | 210.0 | 5.0  | 0.9 |

|    |        |      |     |
|----|--------|------|-----|
| 1  | 120.0  | 3.0  | 0.9 |
| 2  | 89.58  | 3.47 | 0.9 |
| 3  | 263.58 | 15.0 | 0.9 |
| 4  | 120.0  | 5.0  | 0.9 |
| 5  | 89.58  | 5.0  | 0.9 |
| 6  | 263.58 | 15.0 | 0.9 |
| 7  | 120.0  | 5.0  | 0.9 |
| 8  | 89.58  | 5.0  | 0.9 |
| 9  | 263.58 | 15.0 | 0.9 |
| 10 | 120.0  | 5.0  | 0.9 |
| 11 | 89.58  | 5.0  | 0.9 |
| 12 | 263.58 | 15.0 | 0.9 |
| 13 | 120.0  | 5.0  | 0.9 |
| 14 | 89.58  | 5.0  | 0.9 |
| 15 | 263.58 | 15.0 | 0.9 |
| 16 | 120.0  | 5.0  | 0.9 |
| 17 | 89.58  | 5.0  | 0.9 |
| 18 | 263.58 | 15.0 | 0.9 |
| 19 | 120.0  | 5.0  | 0.9 |
| 20 | 89.58  | 5.0  | 0.9 |
| 21 | 263.58 | 15.0 | 0.9 |
| 22 | 120.0  | 5.0  | 0.9 |
| 23 | 89.58  | 5.0  | 0.9 |
| 24 | 263.58 | 15.0 | 0.9 |
| 25 | 120.0  | 5.0  | 0.9 |
| 26 | 89.58  | 5.0  | 0.9 |
| 27 | 263.58 | 15.0 | 0.9 |
| 28 | 120.0  | 5.0  | 0.9 |
| 29 | 89.58  | 5.0  | 0.9 |
| 30 | 263.58 | 15.0 | 0.9 |
| 31 | 120.0  | 5.0  | 0.9 |
| 32 | 89.58  | 5.0  | 0.9 |
| 33 | 263.58 | 15.0 | 0.9 |
| 34 | 120.0  | 5.0  | 0.9 |
| 35 | 89.58  | 5.0  | 0.9 |
| 36 | 263.58 | 15.0 | 0.9 |
| 37 | 120.0  | 5.0  | 0.9 |
| 38 | 89.58  | 5.0  | 0.9 |
| 39 | 263.58 | 15.0 | 0.9 |
| 40 | 120.0  | 5.0  | 0.9 |
| 41 | 89.58  | 5.0  | 0.9 |
| 42 | 263.58 | 15.0 | 0.9 |
| 43 | 120.0  | 5.0  | 0.9 |
| 44 | 89.58  | 5.0  | 0.9 |
| 45 | 263.58 | 15.0 | 0.9 |
| 46 | 120.0  | 5.0  | 0.9 |
| 47 | 89.58  | 5.0  | 0.9 |
| 48 | 263.58 | 15.0 | 0.9 |
| 49 | 120.0  | 5.0  | 0.9 |
| 50 | 89.58  | 5.0  | 0.9 |

Amendments in Red  
made by meN.H. Miller  
2-2-68

Lots 1 to 49  
Orig. Portion 28  
Orig. Grant 30052  
Cancelling Restb. 16 on R.P. 33082 & Lot 5 on R.P. 113449  
Town of  
Parish of BUNDABERG  
Surveyed by N.H. MILLER 21/8/1967  
CROWN COPYRIGHT RESERVED  
REGISTRAR OF TITLES, QUEENSLAND  
SCALE 125 links to an inch  
REGISTERED PLAN 115436  
CISP

This plan **MUST NOT BE FOLDED** but may be rolled.

- FOR SURVEYOR'S USE ONLY -

SURVEY OF Lots 1 to 43

County of Cook Parish of Bundaberg

Town of.....To the Depth of.....  
Cancelling.....*Resub. 16 on R.P. 93082 & Lot 5 on*

Orig. Grant.....30052.....Orig. Portion.....28

– FOR OFFICE USE ONLY –

Previous Title <sup>CT.</sup> 4144-238 RP 113449<sup>B</sup>  
& Resub 16 RP 93082<sup>B</sup>

D626089 Road Dedn over Lot 43

Consent of M/Gee given  
Lots 34-39 & 41 See Plat N° 133075-B  
Lot 42 See Road Dedn E319743

**For Additional Plan &  
Document Filings  
Refer to CISP**

### Allocations.

| C.T.     | Lots                | New Rd. |
|----------|---------------------|---------|
| 3871-190 | 3-6<br>7-9<br>30-37 | 0-2-24  |
| 3743-237 | 10-25<br>26-37      | 2-0-17  |
| 3998-58  | 1-3<br>37-41        | 0-1-22  |

1978 FEB 23 AM 11:23

~~EXCLUDED~~

[illegible]

40953  
\$292-  
Paid,  
7 mos. ~~Int.~~  
\$292-00  
8.266  
on bond  
\$10-75  
36179  
40-750

Particulars entered in Register Book  
Vol. 4144 Folio 238

the 8 day of May 1968 at 1230

Lodged by:

Payre Geo.

REGISTERED PLAN.....115436 *Kull*

# General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



## Part 1 Tenancy details

|                   |                   |
|-------------------|-------------------|
| <b>Item 1</b>     | <b>1.1 Lessor</b> |
| Name/trading name |                   |

Address

|                       |     |               |
|-----------------------|-----|---------------|
| 33-35 Takalvan Street |     |               |
| BUNDABERG             | QLD | Postcode 4670 |

|            |            |        |                      |
|------------|------------|--------|----------------------|
| <b>1.2</b> | Phone      | Mobile | Email                |
|            | 0741515890 |        | rentals@ascot.net.au |

|                                                    |                     |
|----------------------------------------------------|---------------------|
| <b>Item 2</b>                                      | <b>2.1 Tenant/s</b> |
| Tenant 1 Full name/s Hemal Rathnayake              |                     |
| Phone 0427495454 Email rmchrathnayake139@gmail.com |                     |
| Tenant 2 Full name/s Kavija Heath                  |                     |
| Phone 0417 798 743 Email hmkdherath2@gmail.com     |                     |
| Tenant 3 Full name/s                               |                     |
| Phone Email                                        |                     |

**2.2 Address for service (if different from address of the premises in item 5.1)** Attach a separate list

|                                                                |                                               |
|----------------------------------------------------------------|-----------------------------------------------|
| <b>Item 3</b>                                                  | <b>3.1 Agent</b> If applicable. See clause 43 |
| Full name/trading name MAINPAGE PTY LTD T/as Ascot Real Estate |                                               |

Address

|                       |     |                     |
|-----------------------|-----|---------------------|
| 33-35 Takalvan Street |     | Bundaberg West, QLD |
| BUNDABERG             | QLD | Postcode 4670       |

|            |              |        |                   |
|------------|--------------|--------|-------------------|
| <b>3.2</b> | Phone        | Mobile | Email             |
|            | 07 4153 3511 |        | kate@ascot.net.au |

|               |                                                                                                  |
|---------------|--------------------------------------------------------------------------------------------------|
| <b>Item 4</b> | <b>Notices may be given to</b><br>(Indicate if the email is different from item 1, 2 or 3 above) |
|---------------|--------------------------------------------------------------------------------------------------|

|                                                                           |                                                                               |
|---------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| <b>4.1 Lessor</b>                                                         |                                                                               |
| Email Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | Facsimile Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |

|                                                                           |                                                                               |
|---------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| <b>4.2 Tenant/s</b>                                                       |                                                                               |
| Email Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Facsimile Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |

|                                                                           |                                                                               |
|---------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| <b>4.3 Agent</b>                                                          |                                                                               |
| Email Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Facsimile Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |

|                  |                                           |
|------------------|-------------------------------------------|
| <b>Item 5</b>    | <b>5.1 Address of the rental premises</b> |
| 48 Gaffel St     |                                           |
| Svensson Heights | QLD Postcode 4670                         |

**5.2 Inclusions provided.** For example, furniture or other household goods let with the premises. Attach list if necessary

|                                                     |
|-----------------------------------------------------|
| As per Form 1a Entry Condition Report and Inventory |
|-----------------------------------------------------|

**5.3 Details of current repair orders for the rental premises or inclusions**

|     |
|-----|
| N/A |
|-----|

|                        |                                                                                                                                              |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item 6</b>          | <b>6.1 The term of the agreement is</b> <input checked="" type="checkbox"/> fixed term agreement <input type="checkbox"/> periodic agreement |
| <b>6.2 Starting on</b> | 25 / 4 / 2024                                                                                                                                |
| <b>6.3 Ending on</b>   | 23 / 4 / 2025                                                                                                                                |

Fixed term agreements only. For continuation of tenancy agreement, see clause 6



**Item 7** Rent \$ 600.00 per ☒ week ☐ fortnight ☐ month See clause 8(1)

**Item 8** Rent must be paid on the Thursday day of each Week  
Insert day. See clause 8(2) Insert week, fortnight or month

**Item 9** Method of rent payment Insert the way the rent must be paid. See clause 8(3)

Centrepay, Bank Cheque, Direct Deposit to Trust Account

Details for direct credit

BSB no. 084-571

Bank/building society/credit union

National Australia Bank

Account no. 527298691

Account name

Mainpage Pty Ltd T/A Ascot Real Estate

Payment reference 00389GAF

**Item 10** Place of rent payment Insert where the rent must be paid. See clause 8(4) to 8(6)

National Australia Bank or 33-35 Takalvan Street at Ascot Real Estate

**Item 11** Rental bond amount \$ 2,400.00 See clause 13

**Item 12** 12.1 The services supplied to the premises for which the tenant must pay See clause 16

Electricity ☒ Yes ☐ No

Any other service that a tenant must pay ☒ Yes ☐ No

Gas ☒ Yes ☐ No

Type Any service the tenant has connected

See special terms (page 8)

Phone ☒ Yes ☐ No

12.2 Is the tenant to pay for water supplied to the premises See clause 17

☒ Yes ☐ No

**Item 13** If the premises is not individually metered for a service under item 12.1, the apportionment of the cost of the service for which the tenant must pay. For example, insert the percentage of the total charge the tenant must pay. See clause 16(c)

Electricity N/A

Any other service stated in item 12.1

N/A

Gas N/A

See special terms (page 8)

Phone N/A

**Item 14** How services must be paid for Insert for each how the tenant must pay. See clause 16(d)

Electricity Direct to the Supplier

Gas Direct to the Supplier

Phone Direct to the Supplier

Any other service stated in item 12.1

Water will be invoiced to the tenant by the Agent for payment

See special terms (page 8)

**Item 15** Number of persons allowed to reside at the premises 6 See clause 23

**Item 16** 16.1 Are there any body corporate by-laws applicable to the occupation of the premises by a tenant? ☐ Yes ☒ No

See clause 22

16.2 Has the tenant been given a copy of the relevant by-laws See clause 22 ☐ Yes ☐ No

**Item 17** The type and number of pets approved by the lessor to be kept at the premises See clauses 33A to 33D

Type Number Type Number

**Item 18** 18.1 Name and telephone number of the lessor's nominated repairer for each of the following repairs

Electrical repairs Ascot Real Estate

Phone 0741515890

Plumbing repairs Ascot Real Estate

Phone 0741515890

Other Ascot Real Estate

Phone 0741515890

Are the nominated repairers the tenant's first point of contact for notifying the need for emergency repairs? See clause 31(4)

☒ Yes

☐ No - please provide lessor contact details below

Name

Phone

## Part 2 Standard Terms

### Division 1 Preliminary

#### 1 Interpretation

In this agreement -

- (a) a reference to **the premises** includes a reference to any inclusions for the premises stated in this agreement for item 5.2; and
- (b) a reference to a numbered section is a reference to the section in the Act with that number; and
- (c) a reference to a numbered item is a reference to the item with that number in part 1; and
- (d) a reference to a numbered clause is a reference to the clause of this agreement with that number.

#### 2 Terms of a general tenancy agreement

- (1) This part states, under the *Residential Tenancies and Rooming Accommodation Act 2008 (the Act)*, section 55, the standard terms of a general tenancy agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the lessor and tenant that are taken to be included as terms of this agreement.
- (3) The lessor and tenant may agree on other terms of this agreement (**special terms**).
- (4) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (5) A standard term overrides a special term if they are inconsistent.

*Note* - Some breaches of this agreement may also be an offence under the Act, for example, if -

- the lessor or the lessor's agent enters the premises in contravention of the rules of entry under sections 192 to 199; or
- the tenant does not sign and return the condition report to the lessor or the lessor's agent under section 65.

#### 3 More than 1 lessor or tenant

- (1) This clause applies if more than 1 person is named in this agreement for item 1 or 2.
- (2) Each lessor named in this agreement for item 1 must perform all of the lessor's obligations under this agreement.
- (3) Each tenant named in this agreement for item 2 -
  - (a) holds their interest in the tenancy as a tenant in common unless a special term states the tenants are joint tenants; and
  - (b) must perform all the tenant's obligations under this agreement.

### Division 2 Period of tenancy

#### 4 Start of tenancy

- (1) The tenancy starts on the day stated in this agreement for item 6.2.
- (2) However, if no day is stated or if the stated day is before the signing of this agreement, the tenancy starts when the tenant is or was given a right to occupy the premises.

#### 5 Entry condition report - s 65

- (1) The lessor must prepare, in the approved form, sign and give the tenant 1 copy of a condition report for the premises.
- (2) The copy must be given to the tenant on or before the day the tenant occupies the premises under this agreement.
- (3) The tenant must mark the copy of the report to show any parts the tenant disagrees with, and sign and return the copy to the lessor not later than 7 days after the later of the following days -
  - (a) the day the tenant occupies the premises;
  - (b) the day the tenant is given the copy of the condition report.

*Note* - A well completed condition report can be very important to help the parties if there is a dispute about the condition of the premises when the tenancy started. For more information about condition reports, see the information statement.

- (4) After the copy of the condition report is returned to the lessor by the tenant, the lessor must copy the condition report and return it to the tenant within 14 days.
- (5) However, the lessor does not have to prepare a condition report for the premises if -
  - (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
  - (b) in accordance with the Act, a condition report was prepared for the premises for the earlier residential tenancy agreement.
- (6) If a condition report is not prepared for this agreement because subclause (5) applies, the condition report prepared for the earlier residential tenancy agreement is taken to be the condition report for this agreement.

#### 6 Continuation of fixed term agreement - s 70

- (1) This clause applies if -
  - (a) this agreement is a fixed term agreement; and
  - (b) none of the following notices are given, or agreements or applications made before the day the term ends (the **end day**) -
    - (i) a notice to leave;
    - (ii) a notice of intention to leave;
    - (iii) an abandonment termination notice;
    - (iv) a notice, agreement or application relating to the death of a sole tenant under section 277(7);
    - (v) a written agreement between the lessor and tenant to end the agreement.
- (2) This agreement, other than a term about this agreement's term, continues to apply after the end day on the basis that the tenant is holding over under a periodic agreement.

*Note* - For more information about the notices, see the information statement.

#### 7 Costs apply to early ending of fixed term agreement - s 357A

- (1) This clause applies if -
  - (a) this agreement is a fixed term agreement; and
  - (b) the tenant ends this agreement before the term ends in a way not permitted under the Act.
- (2) The tenant must pay the reasonable costs incurred by the lessor in reletting the premises.  
*Note* - For when the tenant may end this agreement early under the Act, see clause 36 and the information statement. Under section 362, the lessor has a general duty to mitigate (avoid or reduce) the costs.
- (3) This clause does not apply if, after experiencing domestic violence, the tenant ends this agreement or the tenant's interest in this agreement under chapter 5, part 1, division 3, subdivision 2A of the Act.

### Division 3 Rent

#### 8 When, how and where rent must be paid - ss 83 and 85

- (1) The tenant must pay the rent stated in this agreement for item 7.
- (2) The rent must be paid at the times stated in this agreement for item 8.
- (3) The rent must be paid -
  - (a) in the way stated in this agreement for item 9; or
  - (b) in the way agreed after the signing of this agreement by -
    - (i) the lessor or tenant giving the other party a notice proposing the way; and
    - (ii) the other party agreeing to the proposal in writing; or
  - (c) if there is no way stated in this agreement for item 9 or no way agreed after the signing of this agreement - in an approved way under section 83(4).

*Note* - If the way rent is to be paid is another way agreed on by the lessor and tenant under section 83(4)(g), the lessor or the lessor's agent must comply with the obligations under section 84(2).

- (4) The rent must be paid at the place stated in this agreement for item 10.
- (5) However, if, after the signing of this agreement, the lessor gives a notice to the tenant stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (6) If no place is stated in this agreement for item 10 and there is no notice stating a place, the rent must be paid at an appropriate place.

*Examples of an appropriate place -*

- the lessor's address for service
- the lessor's agent's office

## **9 Rent in advance - s 87**

The lessor may require the tenant to pay rent in advance only if the payment is not more than -

- (a) for a periodic agreement - 2 weeks rent; or
- (b) for a fixed term agreement - 1 month rent.

*Note -* Under section 87(2), the lessor or the lessor's agent must not require a payment of rent under this agreement in a period for which rent has already been paid.

## **10 Rent increases - ss 91 and 93**

- (1) If the lessor proposes to increase the rent, the lessor must give notice of the proposal to the tenant.
- (2) The notice must state the amount of the increased rent and the day from when it is payable.
- (3) The day stated must not be earlier than the later of the following -
  - (a) 2 months after the notice is given;
  - (b) 12 months after the day the existing rent became payable by the tenant.
- (4) Subject to an order of a tribunal, the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.
- (5) However, the increased rent is payable by the tenant only if -
  - (a) the rent is increased in compliance with this clause; and
  - (b) the increased rent is not payable before the end of the minimum period before the rent may be increased under section 93; and
  - (c) the increase in rent does not relate to -
    - (i) compliance of the premises or inclusions with the prescribed minimum housing standards; or
    - (ii) keeping a pet or working dog at the premises.
- (6) Also, if this agreement is a fixed term agreement, the rent may not be increased before the term ends unless -
  - (a) this agreement provides for the rent increase; and
  - (b) this agreement states the amount of the increase or how the amount of the increase is to be worked out; and
  - (c) the increase is made in compliance with the matters mentioned in paragraph (b).

## **11 Application to tribunal about excessive increase - s 92**

- (1) After the lessor gives the tenant notice of a proposed rent increase, the tenant may apply to the tribunal for an order setting aside or reducing the increase if the tenant believes the increase -
  - (a) is excessive; or
  - (b) is not payable under clause 10.
- (2) However, the application must be made -
  - (a) within 30 days after the notice is received; and
  - (b) for a fixed term agreement - before the term ends.

## **12 Rent decreases - s 94**

Under section 94, the rent may decrease in certain situations.

*Note -* For details of the situations, see the information statement.

## **Division 4 Rental bond**

### **13 Rental bond required - ss 111 and 116**

- (1) If a rental bond is stated in this agreement for item 11, the tenant must pay to the lessor or the lessor's agent the rental bond amount -
  - (a) if a special term requires the bond to be paid at a stated time - at the stated time; or
  - (b) if a special term requires the bond to be paid by instalments - by instalments; or
  - (c) otherwise - when the tenant signs this agreement.
- Note -* There is a maximum bond that may be required. See section 146 and the information statement.
- (2) The lessor or the lessor's agent must, within 10 days of receiving the bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.
- (3) The bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.

*Example -* The lessor may claim against the bond if the tenant does not leave the premises in the required condition at the end of the tenancy.

*Note -* For how to apply to the authority or a tribunal for the bond at the end of the tenancy, see the information statement and sections 125 to 141. Delay in applying may mean that payment is made on another application for payment.

### **14 Increase in bond - s 154**

- (1) The tenant must increase the rental bond if -
  - (a) the rent increases and the lessor gives notice to the tenant to increase the bond; and
  - (b) the notice is given at least 11 months after -
    - (i) this agreement started; or
    - (ii) if the bond has been increased previously by a notice given under this clause - the day stated in the notice, or the last notice, for making the increase.
- (2) The notice must state the increased amount and the day by which the increase must be made.
- (3) For subclause (2), the day must be at least 1 month after the tenant is given the notice.

## **Division 5 Outgoings**

### **15 Outgoings - s 163**

- (1) The lessor must pay all charges, levies, premiums, rates or taxes for the premises, other than a service charge.

*Examples -*  
body corporate levies, council general rates, sewerage charges, environment levies, land tax
- (2) This clause does not apply if -
  - (a) the lessor is the State; and
  - (b) rent is not payable under the agreement; and
  - (c) the tenant is an entity receiving financial or other assistance from the State to supply rented accommodation to persons.

### **16 General service charges - ss 164 and 165**

The tenant must pay a service charge, other than a water service charge, for a service supplied to the premises during the tenancy if -

- (a) the tenant enjoys or shares the benefit of the service; and
- (b) the service is stated in this agreement for item 12.1; and
- (c) either -
  - (i) the premises are individually metered for the service; or
  - (ii) this agreement states for item 13 how the tenant's apportionment of the cost of the service is to be worked out; and
- (d) this agreement states for item 14 how the tenant must pay for the service.

*Note -* Section 165(3) limits the amount the tenant must pay.

## 17 Water service charges - ss 164 and 166

- (1) The tenant must pay an amount for the water consumption charges for the premises if -
  - (a) the tenant is enjoying or sharing the benefit of a water service to the premises; and
  - (b) the premises are individually metered for the supply of water or water is supplied to the premises by delivery by means of a vehicle; and
  - (c) this agreement states for item 12.2 that the tenant must pay for water supplied to the premises.

*Note* - A water consumption charge does not include the amount of a water service charge that is a fixed charge for the water service.

- (2) However, the tenant does not have to pay an amount -
  - (a) that is more than the amount of the water consumption charges payable to the relevant water supplier; or
  - (b) that is a fixed charge for the water service to the premises.
- (3) Also, the tenant does not have to pay an amount for a reasonable quantity of water supplied to the premises for a period if, during the period, the premises are not water efficient for section 166.

*Note* - For details about water efficiency, see the information statement.

- (4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169(4)(a) to (e).
- (5) The tenant must pay the amount of the charge to the lessor within 1 month of the lessor giving the tenant copies of relevant documents about the incurring of the amount.
- (6) In this clause -  
**water consumption charge** for premises, means the variable part of a water service charge assessed on the volume of water supplied to the premises.

*Note* - If there is a dispute about how much water (or any other service charge) the tenant should pay, the lessor or the tenant may attempt to resolve the dispute by conciliation. See the information statement for details.

## Division 6 Rights and obligations concerning the premises during tenancy

### Subdivision 1 Occupation and use of premises

#### 18 No legal impediments to occupation - s 181

The lessor must ensure there is no legal impediment to occupation of the premises by the tenant as a residence for the term of the tenancy if, when entering into this agreement, the lessor knew about the impediment or ought reasonably to have known about it.

*Examples of possible legal impediments -*

- if there is a mortgage over the premises, the lessor might need to obtain approval from the mortgagee before the tenancy can start
- a certificate might be required under the *Building Act 1975* before the premises can lawfully be occupied
- the zoning of the land might prevent use of a building on the land as a residence

#### 19 Vacant possession and quiet enjoyment - ss 182 and 183

- (1) The lessor must ensure the tenant has vacant possession of the premises (other than a part of the premises that the tenant does not have a right to occupy exclusively) on the day the tenant is entitled to occupy the premises under this agreement.

*Editor's note* - Parts of the premises where the tenant does not have a right to occupy exclusively may be identified in a special term.

- (2) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.
- (3) The lessor or the lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

#### 20 Lessor's right to enter the premises - ss 192-199

The lessor or the lessor's agent may enter the premises during the tenancy only if the obligations under sections 192 to 199 have been complied with.

*Note* - See the information statement for details.

#### 21 Tenant's use of premises - ss 10 and 184

- (1) The tenant may use the premises only as a place of residence or mainly as a place of residence or for another use allowed under a special term.
- (2) The tenant must not -
  - (a) use the premises for an illegal purpose; or
  - (b) cause a nuisance by the use of the premises; or

*Examples of things that may constitute a nuisance -*

  - using paints or chemicals on the premises that go onto or cause odours on adjoining land
  - causing loud noises
  - allowing large amounts of water to escape onto adjoining land
  - (c) interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant; or
  - (d) allow another person on the premises to interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant.

#### 22 Units and townhouses - s 69

- (1) The lessor must give the tenant a copy of any body corporate by-laws applicable to -
  - (a) the occupation of the premises; or
  - (b) any common area available for use by the tenant with the premises.
- (2) The tenant must comply with the body corporate by-laws.
- (3) Subclause (1) does not apply if -
  - (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
  - (b) the lessor gave the tenant a copy of the body corporate by-laws in relation to the earlier agreement.

#### 23 Number of occupants allowed

No more than the number of persons stated in this agreement for item 15 may reside at the premises.

#### 24 - intentionally removed

### Subdivision 2 Standard of premises

#### 25 Lessor's obligations - s 185

- (1) At the start of the tenancy, the lessor must ensure -
  - (a) the premises are clean; and
  - (b) the premises are fit for the tenant to live in; and
  - (c) the premises are in good repair; and
  - (d) the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises.
  - (e) the premises and inclusions otherwise comply with any prescribed minimum housing standards applying to the premises or inclusions.
- (2) While the tenancy continues, the lessor must -
  - (a) maintain the premises in a way that the premises remain fit for the tenant to live in; and
  - (b) maintain the premises in good repair; and
  - (c) ensure the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises; and
  - (d) keep any common area included in the premises clean.
  - (e) ensure the premises and inclusions otherwise comply with any prescribed minimum housing standards applying to the premises or inclusions

*Note* - For details about the maintenance, see the information statement.

- (3) However, the lessor is not required to comply with subclause (1)(c) or (2)(a) for any non-standard items and the lessor is not responsible for their maintenance if -
- (a) the lessor is the State; and
  - (b) the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and
  - (c) the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and
  - (d) the non-standard items are not a risk to health or safety; and
  - (e) for fixtures - the fixtures were not attached to the premises by the lessor.
- (4) In this clause -  
**non-standard items** means the fixtures attached to the premises and inclusions supplied with the premises stated in this agreement for item 5.2.  
**premises** include any common area available for use by the tenant with the premises.

## 26 Tenant's obligations - s 188(2), (3) and (5)

- (1) The tenant must keep the premises clean, having regard to their condition at the start of the tenancy.
- (2) The tenant must not maliciously damage, or allow someone else to maliciously damage, the premises.
- (3) The tenant's obligations under this clause do not apply to the extent the obligations would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises or inclusions caused by an act of domestic violence experienced by the tenant

## Subdivision 3 The dwelling

### 27 Fixtures or structural changes - ss 207-209

- (1) The tenant may attach a fixture, or make a structural change, to the premises only if the lessor agrees to the fixture's attachment or the structural change.  
*Note* - Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. An attachment may include, for example, something glued, nailed or screwed to a wall.
- (2) The lessor's agreement must be written, describe the nature of the fixture or change and include any terms of the agreement.  
*Examples of terms* -
  - that the tenant may remove the fixture
  - that the tenant must repair damage caused when removing the fixture
  - that the lessor must pay for the fixture if the tenant can not remove it
- (3) If the lessor does agree, the tenant must comply with the terms of the lessor's agreement.
- (4) The lessor must not act unreasonably in failing to agree.
- (5) If the tenant attaches a fixture, or makes a structural change, to the premises without the lessor's agreement, the lessor may -
  - (a) take action for a breach of a term of this agreement; or
  - (b) waive the breach (that is, not take action for the breach) and treat the fixture or change as an improvement to the premises for the lessor's benefit (that is, treat it as belonging to the lessor, without having to pay the tenant for it).

### 28 Supply of locks and keys - s 210

- (1) The lessor must supply and maintain all locks necessary to ensure the premises are reasonably secure.
- (2) The lessor must give the tenant, or if there is more than 1 tenant, 1 of the tenants, a key for each lock that -
  - (a) secures an entry to the premises; or
  - (b) secures a road or other place normally used to gain access to, or leave, the area or building in which the premises are situated; or
  - (c) is part of the premises.

- (3) If there is more than 1 tenant, the lessor must give the other tenants a key for the locks mentioned in subclause (2)(a) and (b).

### 29 Changing locks - ss 211 and 212

- (1) The lessor or tenant may change a lock at the premises only if -
  - (a) the other party to this agreement agrees to the change; or
  - (b) the lessor or tenant has a reasonable excuse for making the change; or
  - (c) the lessor or tenant believes the change is necessary because of an emergency; or
  - (d) the lock is changed to comply with an order of the tribunal.
- (2) However, the tenant may also change a lock at the premises if the tenant -
  - (a) believes the change is necessary to protect the tenant or another occupant of the premises from domestic violence; and
  - (b) engages a locksmith or other qualified tradesperson to change the lock.
- (3) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- (4) If the lessor or tenant changes the lock, the lessor or tenant must give the other party to this agreement a key for the changed lock, unless -
  - (a) the other party agrees to not being given the key; or
  - (b) a tribunal orders that the key not be given to the other party.
- (5) If the tenant changes a lock under subclause (2) and gives the lessor a key for the changed lock, the lessor must not give the key to any other person without the tenant's agreement or a reasonable excuse.
- (6) The right of the lessor or tenant to change a lock under this clause is subject to any of the following laws that apply to the premises -
  - (a) the *Body Corporate and Community Management Act 1997*;
  - (b) the *Building Units and Group Titles Act 1980*;
  - (c) a body corporate by-law

## Subdivision 4 Damage and repairs

### 30 Meaning of emergency and routine repairs - ss 214 and 215

- (1) **Emergency repairs** are works needed to repair any of the following -
  - (a) a burst water service or serious water service leak;
  - (b) a blocked or broken lavatory system;
  - (c) a serious roof leak;
  - (d) a gas leak;
  - (e) a dangerous electrical fault;
  - (f) flooding or serious flood damage;
  - (g) serious storm, fire or impact damage;
  - (h) a failure or breakdown of the gas, electricity or water supply to the premises;
  - (i) a failure or breakdown of an essential service or appliance on the premises for hot water, cooking or heating;
  - (j) a fault or damage that makes the premises unsafe or insecure;
  - (k) a fault or damage likely to injure a person, damage property or unduly inconvenience a resident of the premises;
  - (l) a serious fault in a staircase, lift or other common area of the premises that unduly inconveniences a resident in gaining access to, or using, the premises.
- (2) Also, **emergency repairs** are works needed for the premises or inclusions to comply with the prescribed minimum housing standards.
- (3) **Routine repairs** are repairs other than emergency repairs.

### 31 Nominated repairer for emergency repairs - s 216

- (1) The lessor's nominated repairer for emergency repairs of a particular type may be stated either -
  - (a) in this agreement for item 18; or
  - (b) in a written notice given by the lessor to the tenant.
- (2) Item 18 or the written notice must state -
  - (a) the name and telephone number of the nominated repairer; and
  - (b) whether or not the nominated repairer is the tenant's first point of contact for notifying of the need for emergency repairs.
- (3) The lessor must give written notice to the tenant of any change of the lessor's nominated repairer or the telephone number of the nominated repairer.
- (4) This clause does not apply if -
  - (a) the lessor has given the tenant a telephone number of the lessor; and
  - (b) under this agreement the lessor is to arrange for emergency repairs to be made to the premises or inclusions.

### 32 Notice of damage - s 217

- (1) If the tenant knows the premises have been damaged, the tenant must give notice as soon as practicable of the damage.
- (2) If the premises need routine repairs, the notice must be given to the lessor.
- (3) If the premises need emergency repairs, the notice must be given to -
  - (a) the nominated repairer for the repairs; or
  - (b) if there is no nominated repairer for the repairs or the repairer can not be contacted - the lessor.
- (4) This clause does not apply to the tenant for damage caused by an act of domestic violence experienced by the tenant.

### 33 Emergency repairs arranged by tenant - ss 218 and 219

- (1) The tenant may arrange for a suitably qualified person to make emergency repairs or apply to the tribunal under section 221 for orders about the repairs if -
  - (a) the tenant has been unable to notify the lessor or nominated repairer of the need for emergency repairs of the premises; or
  - (b) the repairs are not made within a reasonable time after notice is given.
- (2) The maximum amount that may be incurred for emergency repairs arranged to be made by the tenant is an amount equal to the amount payable under this agreement for 4 weeks rent.  
*Note* - For how the tenant may require reimbursement for the repairs, see sections 219(2) and (3) and 220 and the information statement.

### Subdivision 5 Pets

#### 33A Keeping pets and other animals at premises - ss 184B and 184G

- (1) The tenant may keep a pet or other animal at the premises only with the approval of the lessor.
- (2) However, the tenant may keep a working dog at the premises without the lessor's approval.
- (3) The tenant has the approval of the lessor to keep a pet at the premises if keeping the pet at the premises is consistent with item 17.  
*Notes* -
  - 1 If item 17 states 2 cats, the tenant is approved by the lessor to keep up to 2 cats at the premises.
  - 2 For additional approvals to keep a pet or other animal at the premises see clause 33C.

- (4) An authorisation to keep the pet or working dog at the premises continues for the life of the pet or working dog and is not affected by any of the following matters -
  - (a) the ending of this agreement, if the tenant continues occupying the premises under a new agreement;
  - (b) a change in the lessor or lessor's agent;
  - (c) for a working dog - the retirement of the dog from the service the dog provided as a working dog.
- (5) An authorisation to keep a pet, working dog or other animal at the premises may be restricted by a body corporate by-law or other law about keeping animals at the premises.  
*Examples* -
  - 1 The premises may be subject to a local law that limits the number or types of animals that may be kept at the premises.
  - 2 The premises may be subject to a body corporate by-law that requires the tenant to obtain approval from the body corporate before keeping a pet at the premises.

#### 33B Tenant responsible for pets and other animals - s 184C

- (1) The tenant is responsible for all nuisance caused by a pet or other animal kept at the premises, including, for example, noise caused by the pet or other animal.
- (2) The tenant is responsible for repairing any damage to the premises or inclusions caused by the pet or other animal.
- (3) Damage to the premises or inclusions caused by the pet or other animal is not fair wear and tear.

#### 33C Request for approval to keep pet - ss 184D and 184E

- (1) The tenant may, using the approved form, request the lessor's approval to keep a stated pet at the premises.
- (2) The lessor must respond to the tenant's request within 14 days after receiving the request.
- (3) The lessor's response to the request must be in writing and state -
  - (a) whether the lessor approves or refuses the tenant's request; and
  - (b) if the lessor approves the tenant's request subject to conditions - the conditions of the approval; and  
*Note* - See clause 33D for limitations on conditions of approval to keep a pet at the premises.
  - (c) if the lessor refuses the tenant's request -
    - (i) the grounds for the refusal; and
    - (ii) the reasons the lessor believes the grounds for the refusal apply to the request.
- (4) The lessor may refuse the request for approval to keep a pet at the premises only on 1 or more of the following grounds -
  - (a) keeping the pet would exceed a reasonable number of animals being kept at the premises;
  - (b) the premises are unsuitable for keeping the pet because of a lack of appropriate fencing, open space or another thing necessary to humanely accommodate the pet;
  - (c) keeping the pet is likely to cause damage to the premises or inclusions that could not practicably be repaired for a cost that is less than the amount of the rental bond for the premises;
  - (d) keeping the pet would pose an unacceptable risk to the health and safety of a person, including, for example, because the pet is venomous;
  - (e) keeping the pet would contravene a law;
  - (f) keeping the pet would contravene a body corporate by-law applying to the premises;
  - (g) if the lessor proposed reasonable conditions for approval and the conditions comply with clause 33D - the tenant has not agreed to the conditions;
  - (h) the animal stated in the request is not a pet as defined in section 184A;
  - (i) another ground prescribed by a regulation under section 184E(1)(j).

- (5) The lessor is taken to approve the keeping of the pet at the premises if –
- (a) the lessor does not comply with subclause (2); or
  - (b) the lessor's response does not comply with subclause (3).

### **33D Conditions for approval to keep pet at premises – s 184F**

- (1) The lessor's approval to keep a pet at the premises may be subject to conditions if the conditions –
- (a) relate only to keeping the pet at the premises; and
  - (b) are reasonable having regard to the type of pet and the nature of the premises; and
  - (c) are stated in the written approval given to the tenant in a way that is consistent with clause 33C(3).
- (2) Without limiting subclause (1)(b), the following conditions of the lessor's approval are taken to be reasonable –
- (a) if the pet is not a type of pet ordinarily kept inside – a condition requiring the pet to be kept outside at the premises;
  - (b) if the pet is capable of carrying parasites that could infest the premises – a condition requiring the premises to be professionally fumigated at the end of the tenancy;
  - (c) if the pet is allowed inside the premises – a condition requiring carpets in the premises to be professionally cleaned at the end of the tenancy.
- (3) A condition of the lessor's approval to keep a pet at the premises is void if the condition –
- (a) would have the effect of the lessor contravening section 171 or 172; or
  - (b) would, as a term of this agreement, be void under section 173; or
  - (c) would increase the rent or rental bond payable by the tenant; or
  - (d) would require any form of security from the tenant.
- (4) For subclause (2), the premises are professionally fumigated, and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.

## **Division 7 Restrictions on transfer or subletting by tenant**

### **34 General – ss 238 and 240**

- (1) Subject to clause 35, the tenant may transfer all or a part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing or if the transfer or subletting is made under a tribunal order.
- (2) The lessor must act reasonably in failing to agree to the transfer or subletting.
- (3) The lessor is taken to act unreasonably in failing to agree to the transfer or subletting if the lessor acts in a capricious or retaliatory way.
- (4) The lessor or the lessor's agent must not require the tenant to pay, or accept from the tenant, an amount for the lessor's agreement to a transfer or subletting by the tenant, other than an amount for the reasonable expenses incurred by the lessor in agreeing to the transfer or subletting.

### **35 State assisted lessors or employees of lessor – s 237**

- (1) This clause applies if –
- (a) the lessor is the State; or
  - (b) the lessor is an entity receiving assistance from the State to supply rented accommodation; or
  - (c) the tenant's right to occupy the premises comes from the tenant's terms of employment.
- (2) The tenant may transfer the whole or part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing to the transfer or subletting.

## **Division 8 When agreement ends**

### **36 Ending of agreement – s 277**

- (1) This agreement ends only if –
- (a) the lessor and tenant agree, in a separate written document, to end this agreement; or
  - (b) the lessor gives a notice to leave premises to the tenant under section 326 and the tenant hands over vacant possession of the premises to the lessor on or after the handover day; or
  - (c) the tenant gives a notice of intention to leave premises to the lessor under section 327 and hands over vacant possession of the premises to the lessor on or after the handover day; or
  - (d) the tenant vacates, or is removed from, the premises after receiving a notice from a mortgagee or appointed person under section 317; or
  - (e) the tenant abandons the premises and the period for which the tenant paid rent has ended; or
  - (f) the tribunal makes an order terminating this agreement.
- (2) Also, this agreement ends for a sole tenant if –
- (a) the tenant gives the lessor a notice ending tenancy interest and hands over vacant possession of the premises; or
- Note – See chapter 5, part 1, division 3, subdivision 2A of the Act for the obligations of the lessor and tenant relating to a notice ending tenancy interest.*
- (b) the tenant dies.

*Note – See section 324A for when this agreement ends if a sole tenant dies.*

### **37 Condition premises must be left in – s 188(4) and (5)**

- (1) At the end of the tenancy, the tenant must leave the premises, as far as possible, in the same condition they were in at the start of the tenancy, fair wear and tear excepted.
- Examples of what may be fair wear and tear –*
- wear that happens during normal use
  - changes that happen with ageing
- (2) The tenant's obligation mentioned in subclause (1) does not apply to the extent the obligation would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises or inclusions caused by an act of domestic violence experienced by the tenant.

### **38 Keys**

At the end of the tenancy, the tenant must return to the lessor all keys for the premises.

### 39 Tenant's forwarding address - s 205(2) and (3)

- (1) When handing over possession of the premises, the tenant must, if the lessor or the lessor's agent asks the tenant in writing to state the tenant's new residential address, tell the lessor or the agent the tenant's new residential address.
- (2) However, subclause (1) does not apply if -
  - (a) the tenant has a reasonable excuse for not telling the lessor or agent the new address; or
  - (b) after experiencing domestic violence, the tenant ended this agreement, or the tenant's interest in this agreement, under chapter 5, part 1, division 3, subdivision 2A of the Act.

### 40 Exit condition report - s 66

- (1) As soon as practicable after this agreement ends, the tenant must prepare, in the approved form, and sign a condition report for the premises and give 1 copy of the report to the lessor or the lessor's agent.

*Example of what might be as soon as practicable - when the tenant returns the keys to the premises to the lessor or the lessor's agent*

*Note - For the approved form for the condition report, see the information statement. The report may be very important in deciding who is entitled to a refund of the rental bond if there is a dispute about the condition of the premises.*
- (2) The lessor or the lessor's agent must, within 3 business days after receiving the copy of the report -
  - (a) sign the copy; and
  - (b) if the lessor or agent does not agree with the report - show the parts of the report the lessor or agent disagrees with by marking the copy in an appropriate way; and
  - (c) if the tenant has given a forwarding address to the lessor or agent - make a copy of the report and return it to the tenant at the address.
- (3) The lessor or agent must keep a copy of the condition report signed by both parties for at least 1 year after this agreement ends.

### 41 Goods or documents left behind on premises - ss 363 and 364

- (1) The tenant must take all of the tenant's belongings from the premises at the end of the tenancy.
- (2) The lessor may not treat belongings left behind as the lessor's own property, but must deal with them under sections 363 and 364.

*Note - For details of the lessor's obligations under sections 363 and 364, see the information statement. They may include an obligation to store goods and may allow the lessor to sell goods and pay the net sale proceeds (after storage and selling costs) to the public trustee.*

## Division 9 Miscellaneous

### 42 Supply of goods and services - s 171

- (1) The lessor or the lessor's agent must not require the tenant to buy goods or services from the lessor or a person nominated by the lessor or agent.
- (2) Subclause (1) does not apply to -
  - (a) a requirement about a service charge; or

*Note - See section 164 for what is a service charge.*

  - (b) a condition of an approval to keep a pet if the condition -
    - (i) requires the carpets to be cleaned, or the premises to be fumigated, at the end of the tenancy; and
    - (ii) complies with clause 33D; and
    - (iii) does not require the tenant to buy cleaning or fumigation services from a particular person or business.

### 43 Lessor's agent

- (1) The name and address for service of the lessor's agent is stated in this agreement for item 3.
- (2) Unless a special term provides otherwise, the agent may -
  - (a) stand in the lessor's place in any application to a tribunal by the lessor or the tenant; or
  - (b) do any thing else the lessor may do, or is required to do, under this agreement.

### 44 Notices

- (1) A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.

*Note - Download approved forms via the RTA website [rta.qld.gov.au](http://rta.qld.gov.au).*
- (2) A notice from the tenant to the lessor may be given to the lessor's agent.
- (3) A notice may be given to a party to this agreement or the lessor's agent -
  - (a) by giving it to the party or agent personally; or
  - (b) if an address for service for the party or agent is stated in this agreement for item 1, 2 or 3 - by leaving it at the address, sending it by prepaid post as a letter to the address; or
  - (c) if a facsimile number for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by facsimile - by sending it by facsimile to the facsimile number in accordance with the *Electronic Transactions (Queensland) Act 2001*; or
  - (d) if an email address for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by email - by sending it electronically to the email address in accordance with the *Electronic Transactions (Queensland) Act 2001*.
- (4) A party or the lessor's agent may withdraw his or her consent to notices being given to them by facsimile or email only by giving notice to each other party that notices are no longer to be given to the party or agent by facsimile or email.
- (5) If no address for service is stated in this agreement for item 2 for the tenant, the tenant's address for service is taken to be the address of the premises.
- (6) A party or the lessor's agent may change his or her address for service, facsimile number or email address only by giving notice to each other party of a new address for service, facsimile number or email address.
- (7) On the giving of a notice of a new address for service, facsimile number or email address for a party or the lessor's agent, the address for service, facsimile number or email address stated in the notice is taken to be the party's or agent's address for service, facsimile number or email address stated in this agreement for item 1, 2 or 3.
- (8) Unless the contrary is proved -
  - (a) a notice left at an address for service is taken to have been received by the party to whom the address relates when the notice was left at the address; and
  - (b) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post; and
  - (c) a notice sent by facsimile is taken to have been received at the place where the facsimile was sent when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; and
  - (d) a notice sent by email is taken to have been received by the recipient when the email enters the recipient's email server.

**Part 3 Special terms** Insert any special terms here and/or attach a separate list if required. See clause 2(3) to 2(5)

Refer to attached special terms approved by the Real Estate Institute of Queensland.

**Water Usage Charge - Tenant to Pay**

1. The premises being water efficient and Item 12.2 and Clause 17(1) of the Standard Terms applying, the Tenant is required to pay the water consumption charges for the premises.
2. Water meter readings as at the date of commencement of the tenancy will be recorded on the Entry Condition Report and subsequently in the Routine Condition Reports (quarterly during the term of the tenancy) and finally on the Exit Condition Report.
3. The readings having been made by the Agent the invoice amount will be calculated at the applicable rate charged by the relevant local authority from time to time.
4. The Agent will forward to the Tenant every <<Enter Period Here>> an invoice for payment of the water consumption charges.
5. The Tenant must make payment of the invoiced amount in accordance with Clause 17(5) of the Standard Terms.

Refer to Attached Annexures A, B and C

Names of Approved Occupants: Hemal Rathnayake & Kavija Heath & 4 dependents

The tenant/s must receive a copy of the information statement (Form 17a) and a copy of any applicable by-laws if copies have not previously been given to the tenant/s. **Do not send to the RTA - give this form to the tenant/s. keep a copy for your records.**

**Signature of lessor/agent**

Name/trading name

MAINPAGE PTY LTD T/as ASCOT REAL ESTATE

Date

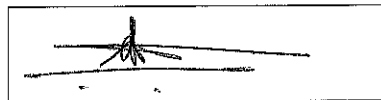
9/4/24

**Signature of tenant 1**

Print name

Hemal Rathnayake

Signature



Date

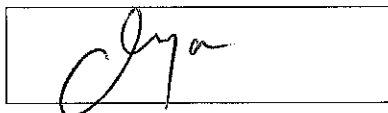
09/04/2024

**Signature of tenant 2**

Print name

Kavija Heath

Signature



Date

9/4/24

**Signature of tenant 3**

Print name

Signature

Date

/ /

## Special Terms

*These Special Terms have been adopted and approved by The Real Estate Institute of Queensland Ltd.*

### 45 Occupation and use of premises

The tenant must not permit persons other than the persons nominated as approved occupants in Part 3 of this agreement to reside at the premises without the written consent of the lessor. The lessor must act reasonably in exercising the lessor's discretion when determining whether or not to consent to a request by the tenant for any change to the approved tenants or occupants.

### 46 Subletting via online home sharing platforms

The use of online home sharing platforms, such as AirBnB, which grant exclusive possession of the property, or any part thereof, to guests, shall be deemed to be subletting of the property and require compliance with clause 34.

### 47 Care of the premises by the tenant

- (1) During the tenancy, the tenant must-
  - (a) not do anything that might block any plumbing or drains on the premises;
  - (b) keep all rubbish in the bin provided by the local authority in an area designated by the lessor or as the local authority may require;
  - (c) put the bin out for collection on the appropriate day for collection and return the bin to its designated place after the rubbish has been collected;
  - (d) maintain the lawns and gardens at the premises having regard to their condition at the commencement of the tenancy, including mowing the lawns, weeding the gardens and watering the lawns and gardens (subject to council water restrictions);
  - (e) subject to the lessor's obligations under clause 25(1)(e) and 25(2)(e), keep the premises free from pests and vermin, having regard to the condition of the premises at the commencement of the tenancy;
  - (f) keep the walls, floors, doors and ceilings of the premises free of nails, screws or adhesive substances, unless otherwise agreed to by the lessor in accordance with clause 27;
  - (g) keep the swimming pool, filter and spa equipment (if any) clean and at the correct chemical levels having regard to their condition at the start of the tenancy;
  - (h) not interfere with nor make non-operational any facility that may be provided with the premises (eg. smoke alarms, fire extinguishers, garden sprinkler systems, hoses etc).
- (2) The obligations of the tenant at the end of the tenancy regarding the conditions of the premises include-
  - (a) if the carpets were cleaned to a certain standard at the start of the tenancy, the tenant must ensure the carpets are cleaned to the same standard, fair wear and tear excepted, at the end of the tenancy. For the sake of clarity, a special term or condition for approval to keep a pet at the premises requiring carpets in the premises to be professionally cleaned at the end of the tenancy overrides this special term;
  - (b) if the property was free of pests and vermin at the start of the tenancy, the tenant must ensure the property meets the same standard at the end of the tenancy. For the sake of clarity, a special term or condition for approval to keep a pet at the premises requiring the premises to be professional fumigated at the end of the tenancy overrides this special term;
  - (c) repairing the tenant's intentional or negligent damage to the premises or inclusions;
  - (d) returning the swimming pool, filter and spa equipment (if any) to a clean condition with correct chemical levels having regard to their condition at the start of the tenancy;
  - (e) replacing inclusions damaged during the tenancy having regard to their condition at the start of the tenancy, fair wear and tear excepted;
  - (f) mowing lawns, weeding gardens having regard to their condition at the start of the tenancy;
  - (g) remove all property other than that belonging to the lessor or on the premises at the start of the tenancy.

### 48 Photographs of the property during an inspection

- (1) The tenant consents to photographs being taken of the property during an inspection arranged by the lessor or the lessor's agent in accordance with section 192(1)(a), for the purposes of documenting the condition of the property at the time of the inspection.
- (2) For the sake of clarity, if any photographs taken during an inspection of the property show something belonging to the tenant, the lessor or lessor's agent must obtain the tenant's written consent in order to use the photographs in an advertisement for the property in accordance with section 203.

### 49 Locks and keys

- (1) The lessor may claim from the tenant costs incurred by the lessor as a result of the tenant losing any key, access keycard or remote control relating to the premises which has been provided to the tenant (by the lessor, a body corporate or other person), including costs in connection with:
  - (a) replacing the key, access keycard or remote control; and
  - (b) gaining access to the premises.
- (2) The tenant acknowledges that the lessor's agent may retain a duplicate set of keys.
- (3) If a tenant changes a lock at the premises in accordance with clause 29, the tenant must immediately provide the lessor and/or lessor's agent with the key for the changed lock unless clauses 29(4)(a) or (b) are applicable regarding the provision of the key.
- (4) If a tenant changes a lock under clause 29(2) and gives the key to the lessor in accordance with clause 29(5), the tenant agrees for the key to be given to the lessor's agent.

## Special Terms *continued...*

*These Special Terms have been adopted and approved by The Real Estate Institute of Queensland Ltd.*

### 50 Liability excluded

The tenant shall be liable for and shall indemnify and defend the lessor from, and against, any and all losses, claims, demands, actions, suits (including costs and legal fees on an indemnity basis), and damages, including, but not limited to:

- (a) injury, bodily or otherwise, or death of any person, including the tenant or an approved occupant; or
- (b) loss, damage to, or destruction of, property whether real or personal, belonging to any person, including the tenant or an approved occupant;

as a direct or indirect result of the tenant's negligent acts or omissions.

### 51 Lessor's insurance

(1) If the lessor does have insurance cover the tenant must not do, or allow anything to be done, that would invalidate the lessor's insurance policy for the premises or increase the lessor's premium in relation to that policy.

(2) The lessor may claim from the tenant -

- (a) any increase in the premium of the lessor's insurance; and
- (b) any excess on claim by the lessor on the lessor's insurance; and
- (c) any other cost and expenses incurred by the lessor;

as a direct or indirect result of the tenant's negligent acts or omissions.

### 52 Tenant's insurance

It is the responsibility of the tenant and/or approved occupant to adequately insure their own property and possessions.

### 53 Smoke alarm obligations

The tenant must-

(1) Test each smoke alarm in the premises-

- (a) at least once every 12 months; or
- (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period;
  - (i) For an alarm that can be tested by pressing a button or other device to indicate whether the alarm is capable of detecting smoke - by pressing the button or other device;
  - (ii) Otherwise, by testing the alarm in the way stated in the Information Statement (RTA Form 17a) provided to the tenant/s at the commencement of the tenancy.

(2) Replace each battery that is spent, or that the tenant/s is aware of is almost spent, in accordance with the Information Statement provided to the tenant/s at the commencement of the tenancy;

(3) Advise the lessor as soon as practicable if the tenant/s become/s aware that a smoke alarm in the premises has failed or is about to fail (other than because the battery is spent or almost spent); and

*Note:* In interpreting the word "spent" when referring to a battery, the term is used to include reference to a battery which is flat, non-functioning or lacking in charge that it does not properly operate the smoke alarm.

(4) Clean each smoke alarm in the premises in the way stated in the Information Statement provided to the tenant/s at the commencement of the tenancy;

(a) at least once every 12 months; or

(b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period;

In the event that the tenant/s engages a contractor/tradesperson (as listed in Item 18) to meet the tenant/s obligations listed under this special term, such engagement shall be at the tenant/s' own cost and expense.

(5) Not tamper with or otherwise render a smoke alarm inoperative. Such an act will constitute malicious damage in accordance with section 188 of the Act.

### 54 Portable pool obligations

(1) The tenant must-

(a) Obtain the lessor's consent for a portable pool at the premises of a depth of 300mm or greater;

(b) Where consent is to be provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, provide the lessor and/or the agent with details of the type and description of the proposed portable pool.

(2) Where consent is provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, the tenant agrees to:

(a) Maintain and repair the portable pool at the tenant's own expense;

(b) In accordance with the *Building Act 1975* obtain, maintain and renew a Pool Safety Certificate for a regulated pool, which includes a requirement for a compliant pool fence and, provide a copy of the Pool Safety Certificate to the lessor and/or agent;

(c) Where a compliant pool fence is required for a regulated pool, obtain the lessor's consent regarding a proposed fence in accordance with clause 27 of the standard terms;

(d) In circumstances where consent is provided to the tenant by the lessor in accordance with clause 27 of the standard terms, construct and maintain the fence as required by the *Building Act 1975*, at the tenant's own expense.

(3) In accordance with special term 54(1) and 54(2), where consent is provided by the lessor to the tenant for a portable pool of a depth of 300mm or greater and/or as prescribed by the *Building Act 1975*, the tenant hereby agrees to indemnify and hold harmless the lessor and agent for any loss, claim, suit or demand, brought, caused or contributed to, directly or indirectly, by the portable pool.

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## Special Terms *continued...*

*These Special Terms have been adopted and approved by The Real Estate Institute of Queensland Ltd.*

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### **55 Pets**

If the pet is permitted inside, this special term applies:

- (1) In addition to clause 33A(3), the lessor approves a pet as stated in Item 17 of this agreement to be kept inside a dwelling on the premises, conditional on:
  - (a) if the pet is capable of carrying parasites that could infest the premises, the premises being professionally fumigated at the end of the tenancy; and
  - (b) the carpets in the premises being professionally cleaned at the end of the tenancy.

*Note:* For the purpose of this special term, a dwelling on the premises shall include any structure on the premises designed to be used as a residence for human habitation. A dwelling shall also include any enclosed area, room or structure attached to the dwelling, including but not limited to any garage, sunroom or enclosed veranda.

- (2) The premises are professionally fumigated and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.
- (3) For the sake of clarity, the conditions outlined in special term 55 relate only to the lessor's approval to keep a pet at the premises as stated in Item 17 of this agreement.
- (4) For requests for approval to keep a pet at the premises inconsistent with Item 17 of this agreement, see clauses 33C and 33D of this agreement and sections 184D to 184F of the Act.

### **56 Electronic Signing**

- (1) Electronic Signature means an electronic method of signing that identifies the person and indicates their intention to sign this agreement;
- (2) If this agreement is signed by any party or the lessor's agent using an Electronic Signature, the tenant and the lessor:
  - (a) agree to enter into this agreement in electronic form; and
  - (b) consent to either, or both parties, or the lessor's agent signing this agreement using an Electronic Signature.

---

**Special Condition****General Tenancy - Pets not Permitted Inside Dwelling**

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**PETS NOT PERMITTED INSIDE DWELLING**

In addition to clause 33A(3), the lessor approves a pet as stated in Item 17 of this agreement to be kept at the premises subject to the following conditions:

- (1) The pet is not permitted inside any dwelling on the premises.

*Note: For the purpose of this special term, a dwelling on the premises shall include any structure on the premises designed to be used as a residence for human habitation. A dwelling shall also include any enclosed area, room or structure attached to the dwelling, including but not limited to any garage, sunroom or enclosed veranda.*

- (2) If the pet is capable of carrying parasites that could infest the premises, the premises must be professionally fumigated at the end of the tenancy.
- (3) The premises are professionally fumigated, if the fumigation is done to a standard ordinarily achieved by business selling that service.

For the sake of clarity, the conditions outlined in this special term relate only to the lessor's approval to keep a pet at the premises as stated in Item 17 of this agreement.

For requests for approval to keep a pet at the premises inconsistent with Item 17 of this agreement, see clauses 33C and 33D of this agreement and sections 184D to 184F of the Act.

---

**Special Condition****General Tenancy - Smoking Not Allowed on Premises**

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**SMOKING NOT ALLOWED ON PREMISES**

- (a) The Tenant must not, or allow any other person to, use or smoke tobacco or other smoke producing substance within any dwelling on the premises.
- (b) For the purposes of this Special Term a dwelling contained on the Premises shall include any enclosed area, room or structure attached to the dwelling, including but not limited to any garage, sunroom or enclosed veranda. A dwelling shall include any structure on the Premises designed to be used as a residence for human habitation.

## Annexure A

### Vehicles (Unregistered)

The Tenant must not store any unregistered vehicle at the Premises without first obtaining the written consent of the Lessor/ Lessor's Agent.

=====

### Vehicles

The parties agree the Tenant and/or the Tenant's invitees are not to park or store vehicles including trailers on areas other than those designated for parking.

=====

### Vehicle and Other Machinery Repairs or Works

The Tenant/s agree not to carry out any mechanical repairs or works to machinery (including cars and/or boats) which the Tenant may bring onto the Premises which may cause damage to any part of the Premises.

=====

### Vehicle and Other Machinery Repairs or Works

The Tenant/s agree not to carry out any mechanical repairs or works to machinery (including cars and/or boats) which the Tenant may bring onto the Premises which may cause damage to any part of the Premises.

=====

### Vacating Premises (Notice)

The Tenant must give the Lessor written notice, in accordance with Chapter 5, Part 1, Division 3, Subdivision 2 of the Residential Tenancies and Rooming Accommodation Act 2008, prior to the tenancy expiry date, to the Lessor in the approved form of its intention to vacate the Premises.

=====

### Unauthorised Animals - Indemnity

The Tenant agrees the Tenant shall be responsible for any animal the Tenant brings or allows upon the Premises either with or without the consent of the Lessor and the Tenant will be solely liable for any or all loss, damage or injury suffered by any person or to any property as a result of such animal being upon the Premises.

=====

### TV Connections

The Tenant acknowledges that all TV connections and boosters will remain with the Premises at the end of the tenancy. Failing which, the Tenant will be responsible for replacement.

=====

### Tradesperson Callout Where Tenant is Responsible

If the Tenant/s requests the services of a tradesperson to carry out repairs on the Premises and there is no fault found or the fault is found to have been caused by the Tenant/s or their guests or the Tenant's own property, the Tenant/s acknowledge and agree it will be responsible for payment of the fees charged by such tradesperson.

=====

### Timber Floors

The Tenant(s) will use felt protectors (or similar product) on the bases of any furniture placed on timber floor surfaces in order to prevent scratches or other damage.

=====

### Termite Inspection and Maintenance Access

The Tenant's property may not be stored in such a way as to prevent proper access for termite inspection or treatment to take place.

=====

### Roofing / Roof Space

The Tenant is not permitted to enter the ceiling space or walk on the roof nor attach items thereto without first having obtained the lessor's consent.

=====

### Repairs and Maintenance - Written Notice

The Tenant agrees and confirms all notices made in compliance with Clause 32 of the Standard Terms must be in writing (emergencies excepted).

=====

### Repairs and Maintenance - Notify Agent of Incomplete /Unsatisfactory Works

Where required maintenance has been carried out, the Tenant will notify the Agent by email if in the Tenant's opinion the works are unsatisfactory or incomplete.

=====

### Receipt of Documents - Including Inventory Report

1. The Tenant acknowledges having received a form 17a upon signing the Tenancy Agreement for the Premises.
2. The Tenant acknowledges having received a form 1a Condition Report for completion and return to the Lessor in accordance with Clause 5(3) of the Standard Terms of this Agreement.
3. The Tenant acknowledges having received an Inventory Report for the Premises for completion and return to the Lessor within 3 working days.

=====

## Annexure B

### Receipt of Documents

1. The Tenant acknowledges having received a form 17a upon signing the Tenancy Agreement for the Premises.
2. The Tenant acknowledges having received a form 1a Condition Report for completion and return to the Lessor in accordance with Clause 5(3) of the Standard Terms of this Agreement.

### Property Use

The Tenant(s) confirm and agree, in accordance with Clause 21 of the Standard Terms of this Agreement, the Premises shall only be used as a place of residence by the Tenant. Use of the Premises for business purpose, without the written consent of the Lessor/ Lessor's Agent first had and obtained, is prohibited. Any such consent will be entirely at the discretion of the Lessor.

### Plugs

The Tenant acknowledges that all plugs for the kitchen, bathroom/s, laundry and the Premises in general, remain with the Premises at the end of the tenancy. Failing which, the Tenant will be responsible for replacement.

### Plants (Removal)

The Tenant shall not cause plants to be added to or removed from the Premises grounds without first obtaining written consent from the Lessor.

### Plants (On Timber Flooring)

Plants or their containers are not to be placed directly onto timber floors or decking.

### Photos - Condition Reports

Photos accompanying Condition Reports form part of the Condition Reports.

### Pets - Security

Security, with respect to pets shall be the responsibility of the Tenant.

### Pets - During Inspections

The Tenant agrees it will ensure during all inspections that pets permitted by the lease to be on the Premises do not create a nuisance and are either restrained or removed.

### Operation Manuals

All operation manuals relating to the Premises and contents are owned by the Lessor and must remain in the Premises at the end of the tenancy.

### Lease Renewal - Condition Report

Where the Lessor grants a further term of occupancy to the Tenant, the Entry Condition Report supplied at the commencement of the original term of the tenancy is relevant and applicable to the new lease term.

### Keys - Loss and Replacement

The Tenant will be responsible for all costs associated with the loss or replacement of keys, locks or security devices and services of a locksmith if required.

### Keys - Collection and Return

The parties agree and the Tenants acknowledge keys can only be collected and returned between the times set out in Addendum - Additional Items - Item (E).

### Grass Clippings

Addendum - Special Terms 2(f) is amended to read as follows:

To maintain all garden areas including watering trees and other plants, mowing the lawn, removing from the Premises garden rubbish (including pet waste and grass clippings) and keeping plants free from pests and disease.

### Gas Bottle

Where bottled gas is used the Tenant will maintain the supply and at the conclusion of the tenancy leave not less than one full cylinder upon vacating the Premise and will, at that time, provide written evidence of compliance to the Agent.

### Electronic Communications Servicing the Premises

The Tenant must satisfy itself as to the provisions of any electronic communication services to the Premises (internet, television - analogue, digital or cable). The Lessor gives no warranty in respect to the provisions or adequacy of such services to the Premises.

## Annexure C

### Driveway or Car Space Areas

Where the Premises includes a car space and/or driveway for the Tenant's exclusive use, the Tenant acknowledges and confirms it is the Tenant's responsibility to keep such areas free of oil stains and otherwise keep such areas clean and tidy.

### Curtains

Curtains are to be cleaned in accordance with the Lessor's/Agent's instruction from time to time as reasonably required and upon vacating the Premises.

### Connection of Services

The Tenants acknowledge and agree it is the Tenants' responsibility to arrange for connection of electricity and telephone upon commencement of occupancy and termination of services when vacating the Premises.

### Cleaning Surfaces

All kitchen and bathroom surfaces must be cleaned and treated generally in accordance with manufacturer's instructions and/or any specific instructions given by the Lessor.

### Cleaning Appliances

All appliances, electrical or otherwise, must be maintained in a fit and proper condition and used only in accordance with manufacturer's instructions or specifications.

### Change of Details

The Tenant will keep the Agent updated with any change of personal details previously provided to the Agent including mobile numbers and email addresses.

### Carpets

For a tenancy of 12 months or more, notwithstanding the provisions of Addendum - Special Terms Clause 5(b), carpets are to be cleaned from time to time as reasonably instructed by the Lessor/Agent. All marks and stains should be removed promptly.

### Care of Premises

In accordance with Addendum - Special Terms Clause 2(a), BluTack and other similar products are not to be used on any interior or exterior surface of the Premises without prior written approval from the Lessor.

### Break In

The Tenant will, in the case of a break in, immediately contact the police and then promptly advise the Lessor/Agent.

### Blinds and Curtains Cords

The Tenant confirms where curtains and blinds in the premises are fitted with tie downs and tension devices it is the Tenant's responsibility to ensure curtain or blind cords are always kept secured. Where in compliance with consumer legislation a label is attached to a cord or chain warning of potential danger of unsecured cord or chains (Swing Tag) the tenant must ensure the Swing Tag is not removed and notify the agent if it is removed.

### Air Conditioning Filters and Exhaust Fans

The Tenant/s agree to clean the air conditioner filters, ceiling fans and exhaust fans every 3 months and upon vacating the Premises.

### Agent's Entry

The Agent, having complied with the requirements of the Act, may enter the Premises to:

- (1) carry out quarterly inspections of the Premises by a representative of the Agent
  - (2) check that any breaches of the tenancy have been rectified
  - (3) through itself or its authorised tradespeople, enter the Premises to carry out maintenance and repairs
- And if the Tenant/s are not present, the Agent is authorised to enter the Premises using its own keys.

### Water Tank

Where tank water is used the Tenant will ensure the tank contains a like quantity of water at the end of the tenancy as it did at the beginning.

## Rate Notice



007-2065 (7445)

84 Milray Avenue  
WOLLSTONECRAFT NSW 2065

**Rate Notice for Period** 01/01/2026 to 30/06/2026  
**Assessment Number** 157242  
**Valuation** \$152,500  
**Area** 759.0000 Sq Mtrs  
**Issue Date** 29/01/2026  
**Due Date** 04/03/2026

Property Location and Description: 48 Gaffel Street SVENSSON HEIGHTS QLD 4670 Lot 17 RP 115436

| <u>Council Rates &amp; Charges</u>       | <u>Annual Charge</u> | <u>Number of Services</u>     | <u>Half Yearly Charge</u> |
|------------------------------------------|----------------------|-------------------------------|---------------------------|
| General Rate - Category 31               |                      | 0.011708 rate/\$ on \$152,500 | \$892.74                  |
| Sewerage Charge                          | 956.00               | 1.00                          | \$478.00                  |
| Waste Collection Charge                  | 440.00               | 1.00                          | \$220.00                  |
| Water Infrastructure Charge - 20 MM      | 488.00               | 1.00                          | \$244.00                  |
| Water Consumption                        |                      |                               | \$292.50                  |
| Community Wellbeing & Environment Charge | 100.00               | 1.00                          | \$50.00                   |
|                                          |                      | <b>Sub-Total</b>              | <b>\$2,177.24</b>         |
| <u>State Government Charges</u>          |                      |                               |                           |
| State Emergency Levy Grp 2 - CI A        | 251.60               | 1.00                          | \$125.80                  |
|                                          |                      | <b>Sub-Total</b>              | <b>\$125.80</b>           |
|                                          |                      | <b>Total Levy</b>             | <b>\$2,303.04</b>         |

### TOTAL PAYMENT DUE

**\$2,303.04**

Please note: Payments received after 2 January 2026 may not show on this notice. Any arrears shown on this notice are due immediately and interest will accrue until paid.

### Meter Readings

| Meter No.  | Previous Reading |     | Current Reading |     | Consumption |
|------------|------------------|-----|-----------------|-----|-------------|
| ADD2312920 | 07/03/2025       | 323 | 09/09/2025      | 500 | 177KL       |

Notice is hereby given that the rates and charges levied by Bundaberg Regional Council, by virtue of the Local Government Act 2009, on land described above for the period stated on the Rate Notice are DUE AND PAYABLE ON OR BEFORE THE DUE DATE OF THIS RATE NOTICE. Furthermore, rates and charges not paid by the due date are deemed to be overdue. Robert Williams, CHIEF EXECUTIVE OFFICER

## Payment Slip

Due Date Amount: \$2,303.04



Post  
Billpay



\*467 157242



**Billers Code: 5744**  
**Ref: 157242**

**BPAY®** - Make this payment from your cheque, savings, debit, credit card or transaction account.

**BPAY View®** - View and pay this bill using online banking.

**BPAY View Registration No.** 157242



Post  
Billpay

**Billers Code: 0467**  
**Ref: 1572 42**

Pay in person at any Post Office, by phone 13 18 16 or go to  
[postbillpay.com.au](http://postbillpay.com.au)

|                   |            |
|-------------------|------------|
| Assessment Number | 157242     |
| Due Date          | 04/03/2026 |
| Due Date Amount   | \$2,303.04 |

**eRates**  
it's as  
easy  
as...



1. **Cut costs** – it's cheaper to send electronically
2. **Cut waste** – no paper
3. **Cut time** – quicker delivery and easy to file and find

**Scan the QR or visit [bundaberg.qld.gov.au/erates](http://bundaberg.qld.gov.au/erates) to register!**



### Customer Information

Please refer to Council's website [www.bundaberg.qld.gov.au](http://www.bundaberg.qld.gov.au) for a full summary of all rates and charges levied half yearly by Bundaberg Regional Council.

### Property Valuation

The Queensland Government Department of Natural Resources and Mines, Manufacturing and Regional and Rural Development, (NRMRRD) is responsible for valuing all property in the Region. Council must calculate a property's general rates based on the valuations provided by NRMRRD. Any enquiries regarding your valuation should be directed to 137 468.

### Change of Address/Contact Information

It is the ratepayer's responsibility to ensure Council has the correct mailing address or email address for issuing of notices. All changes must be in writing and will not be accepted over the phone. Please visit [www.bundaberg.qld.gov.au/change-your-contact-details](http://www.bundaberg.qld.gov.au/change-your-contact-details)

### Pensioner Concession

Eligible pensioners are entitled to a Pensioner Concession on application. Please visit [www.bundaberg.qld.gov.au/rates-property/pensioner-concessions](http://www.bundaberg.qld.gov.au/rates-property/pensioner-concessions)

### Experiencing Financial Difficulty

If you are finding it difficult to pay your rates by the due date, Council is willing to enter into a payment commitment with you to pay your rates in accordance with Council's Rates Recovery Policy. Visit [www.bundaberg.qld.gov.au/difficulty-paying-rates](http://www.bundaberg.qld.gov.au/difficulty-paying-rates)

### Debt Recovery

Council's adopted Rates Recovery Policy, available at [www.bundaberg.qld.gov.au](http://www.bundaberg.qld.gov.au) has been prepared to reinforce Council's practice and intentions in the recovery of overdue rates. Council will actively pursue all available options under the *Local Government Act 2009*, including the sale of land for arrears of rates, to ensure that overdue rates are not a burden on the region's ratepayers. Ratepayers are required to enter into a formal payment commitment with Council to avoid recovery action. The sale of land for rate arrears may commence anytime during the financial year.

### Interest

In accordance with Section 133 of the *Local Government Regulation 2012*, interest at the rate of 12.12% per annum compounding daily will apply to unpaid rates from 1 July 2025 to 30 June 2026.

### Payments in Advance

Ratepayers can prepay their rates at any time. Interest is not paid by Council to ratepayers on any credit balances.

### Receipts

Receipts will not be issued unless requested.

### GST

All levied rates and charges shown on this notice are exempt from GST.

### Waste Levy

Council has received an annual payment of \$2,720,303 from the State Government to mitigate any direct impacts of the State Waste Levy on households. Visit [www.bundaberg.qld.gov.au/Residents/Waste-and-recycling/Waste-facilities/Waste-levy](http://www.bundaberg.qld.gov.au/Residents/Waste-and-recycling/Waste-facilities/Waste-levy)

### What is a Waste Collection Charge?

Each service includes two bins: one dark green/red lid (weekly) and one yellow lid (fortnightly). Ratepayers must report missing or damaged bins to ensure the correct number remain on the property. The addition or cancellation of services requires a request from the ratepayer.

### Enquiries

If you are unsure about any aspect relating to this Rate Notice, please contact Council during office hours on 1300 883 699 and we will be happy to assist you. If you are calling from overseas contact Council on +61 7 4130 4130.

### Payment Options

#### Online Services

Visa & Mastercard payments can be made through the website or use the QR code below. Paypal, Afterpay and Zippay are not accepted.



**Scan  
the QR to  
pay online**



#### BPAY View®

Register with your bank if you wish to receive your notices to your online banking. Enter **Biller Code 5744** and your BPAY View Registration Number which is your Rates Assessment Number. Your bank will notify you when notices arrive. A hard copy of your notice will not be sent to you.



#### BPAY®

If you have mobile or internet banking, you can make this payment from your cheque, savings, debit, credit card or transaction account. **Please enter Biller Code 5744** and the Reference Number shown on the front of this notice where the BPAY logo is.



#### Direct Debit

Deductions can be set weekly, fortnightly, monthly or full amount on the due date from your nominated account. Contact Council's Customer Service Centres or visit Council's website for details.



#### Post Billpay

Pay in store at Australia Post, online at [www.auspost.com.au/postbillpay](http://www.auspost.com.au/postbillpay) or phone 13 18 16.

Ratepayers can also download the **'Scan and Pay' app** and, using your smart phone, scan the barcode on the front of this Rate Notice, and follow the prompts to make a payment.



#### Payment by Mail

Remove the bottom section from the front of the Rate Notice, which contains your payment details, and return it with your payment to Bundaberg Regional Council, PO Box 3130, Bundaberg Qld 4670. All cheques are to be in Australian dollars and payable to Bundaberg Regional Council. Acceptance of a cheque is conditional on collection of the proceeds, and until collection no credit is given or implied.



#### Payment in Person

Present this notice to Council's Service Centres. See the website for locations. Payment methods are cash, EFTPOS, cheque, money order, debit & credit card (Visa/Mastercard).



#### Centrepay

Go to [servicesaustralia.gov.au/centrepay](http://servicesaustralia.gov.au/centrepay) for more information.

The Centrelink Reference Number for Bundaberg Regional Council is 555072141A. Please use your Rates Assessment Number as Council's Reference Number.

## Water Advice Notice

Issue Date 29/01/2026

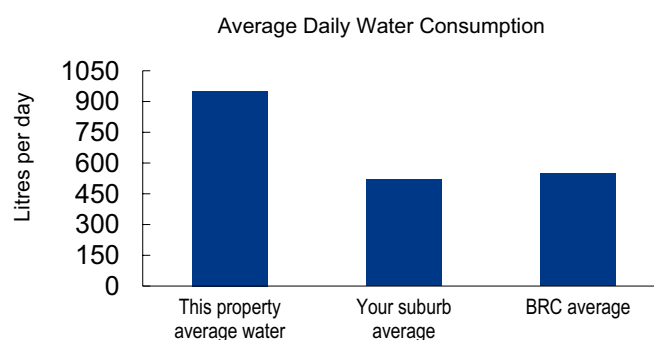
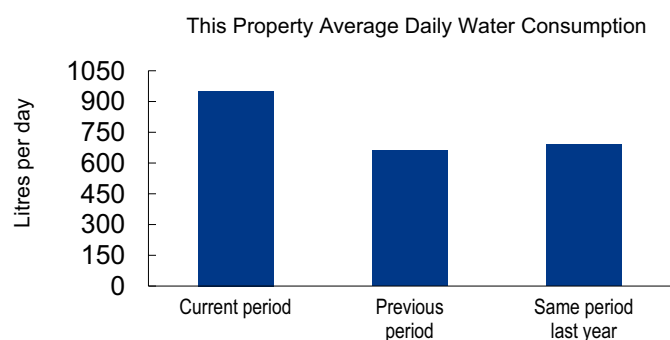
Property Location: 48 Gaffel Street SVENSSON HEIGHTS QLD 4670

### WATER SUMMARY FOR METER: ADD2312920

| YOUR WATER CONSUMPTION |            | Kilolitres |
|------------------------|------------|------------|
| Current Meter Reading  | 09/09/2025 | 500        |
| Previous Meter Reading | 07/03/2025 | 323        |
| Water Consumption      |            | 177        |
| Days Charged           | 186        |            |

| COMPARISON WITH LAST YEAR       |  | Litres |
|---------------------------------|--|--------|
| Average Daily Water Consumption |  |        |
| Current Period                  |  | 951    |
| Previous Period                 |  | 663    |
| Same Period Last Year           |  | 690    |
| (1 kilolitre = 1,000 litres)    |  |        |

### CONSUMPTION COMPARISON



### WHY ARE WE GIVING YOU THIS INFORMATION?

This Water Advice Notice has been provided to give you information on how much water you are using compared to previous water reading periods, and to advise you how your water consumption usage compares to your suburb and region. This may assist you to manage your water use, to conserve water and to save money by reducing your water bills.

## Why conservation of water is important for the community

By accessing and using information from Council's and Queensland Government websites you can save water, reduce your water bills, and provide future generations with good water conservation practices and a sustainable water supply for the future.

### Did you know:

Council's water meter reading contractors may have to remove dirt and other materials in order to read a meter. They are required to return this material to the meter box after taking the reading to prevent damage to ratepayers lawns or blocking the drains.

**Water consumption charges** - consumption is levied half-yearly for the readings undertaken prior to December, and prior to June. For current charges, please refer to Council's Revenue Statement on the website.

**Check your Water Meter Regularly** - Council encourages residents to check their water meters and record their readings regularly, e.g. when mowing. Early leak detection and repair will reduce your water consumption costs.

**Water Meter Accuracy** - A Water Meter Home Accuracy Check will assist you in determining the accuracy of your meter. See Council's website [www.bundaberg.qld.gov.au/water-services/water-meters](http://www.bundaberg.qld.gov.au/water-services/water-meters)

### Simple check to see if you have a water leak:

1. Turn off all taps and water using appliances in and around your premises.
2. Check your water meter and take a reading of your Water Meter (as illustrated below). Monitor the Leak Detector if you have one. If your meter does not have a Leak Detector you should check to see if the dials on your water meter are moving.
3. Do not use any water (including flushing the toilet) for at least one hour, then take another reading. If the meter reading has changed it suggests you may have a leak.

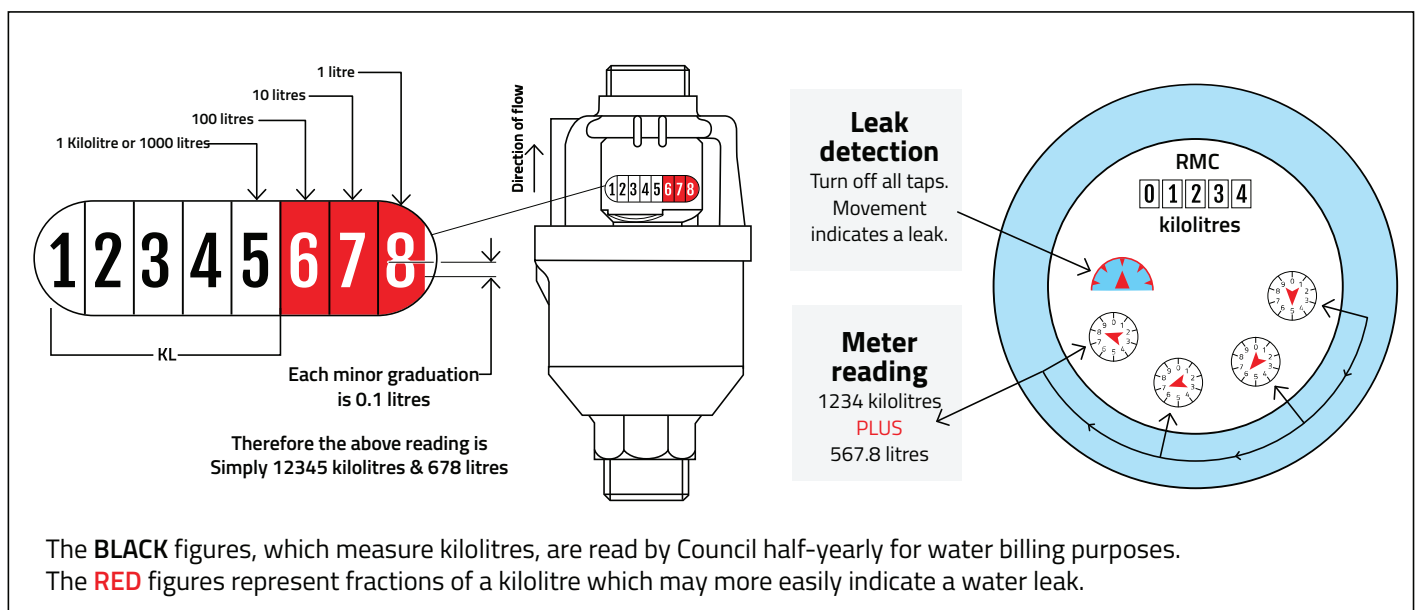
Note: For safety reasons never leave an opened water meter box unattended.

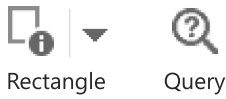
**Water Leak** – If you detect a water leak and have it repaired by a licenced plumber, the repair is your responsibility and at your expense. However, you may be eligible to apply for a reduction in your water consumption charges under Council's Water Leak Relief Policy. Strict criteria apply.

Refer to Council's website [www.bundaberg.qld.gov.au](http://www.bundaberg.qld.gov.au) or contact Council for more information on 1300 883 699.

## How to read your water meter

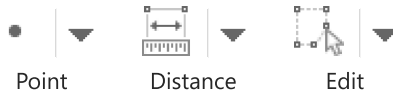
There are several different types of water meters used throughout the region which can be read in the same way. The meter measures how much water is used per property in kilolitres. The following are two common types of water meters installed:





Rectangle Query

Find Data



Point Distance Edit

Draw



Export Drawings



Plot Coordinates

Coordinates



Google  
Streetview

Linked Maps

## Zoning (125)

### ☆ Planning Scheme 2015 - Zoning

**Zone:** Low density residential

**Area (sq m):** 808.5894

### ☆ Planning Scheme 2015 - Zoning

**Zone:** Low density residential

**Area (sq m):** 760.2034

### ☆ Planning Scheme 2015 - Zoning

**Zone:** Low density residential

**Area (sq m):** 751.8758

### ☆ Planning Scheme 2015 - Zoning

**Zone:** Low density residential

**Area (sq m):** 690.2825

### ☆ Planning Scheme 2015 - Zoning

**Zone:** Low density residential

**Area (sq m):** 808.9027

### ☆ Planning Scheme 2015 - Zoning

**Zone:** Low density residential

**Area (sq m):** 752.868

### ☆ Planning Scheme 2015 - Zoning

**Zone:** Low density residential

**Area (sq m):** 761.034

### ☆ Planning Scheme 2015 - Zoning

**Zone:** Low density residential

**Area (sq m):** 693.5652

Displaying 1 - 125 (Total: 125)



Home



Zoning (125)



Query

Drag the marker on the map to update the corresponding map view.

I want to...



Aerial 20...

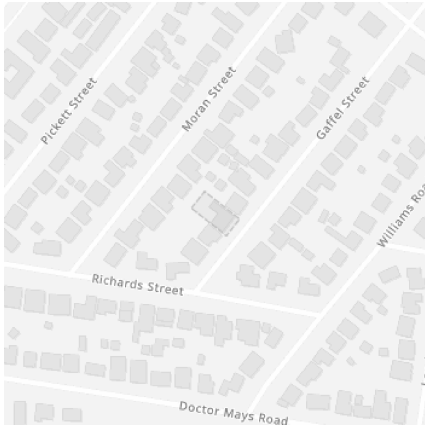


Select Map

## Server Error

**404 - File or directory r**

**The resource you are looking for**

[Review responses online](#) ↗


Received 5 of 5 responses

**All responses received**

48 Gaffel St, Svensson Heights QLD 4670

Job dates

10/05/2026 → 15/05/2026

These plans expire on

2 Jun 2026

Lodged by

Chantel Priddey

| Authority                        | Status   | Page |
|----------------------------------|----------|------|
| ✉ BYDA Confirmation              |          | 2    |
| 🏠 APA Group Gas Networks (70713) | Received | 4    |
| 🏠 Bundaberg Regional Council     | Received | 15   |
| 🏠 Ergon QLD                      | Received | 22   |
| 🏠 NBN Co Qld                     | Received | 65   |
| 🏠 Telstra QLD Regional           | Received | 76   |

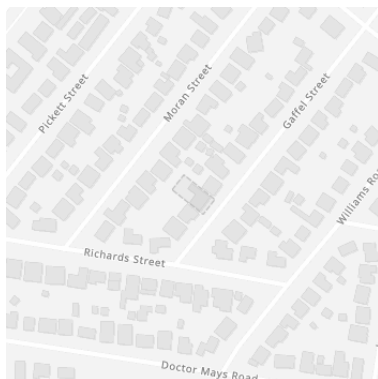
## Contact Details

|                                                                                           |                                       |                                                                                                          |                               |
|-------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------------------------------------------------------------------------|-------------------------------|
| <b>Contact</b><br>Chantel Priddey<br><b>Email</b><br>chantel@prioritylegalservices.com.au | <b>Contact number</b><br>0413 744 573 | <b>Company</b><br>Priority Legal Services<br><b>Address</b><br>Commercial Drive<br>Shailer Park QLD 4128 | <b>Enquirer ID</b><br>3380262 |
|-------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------------------------------------------------------------------------|-------------------------------|

## Job Site and Enquiry Details

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

|                                   |                                 |                               |                                |                              |                             |                                          |
|-----------------------------------|---------------------------------|-------------------------------|--------------------------------|------------------------------|-----------------------------|------------------------------------------|
| <b>Enquiry date</b><br>06/05/2026 | <b>Start date</b><br>10/05/2026 | <b>End date</b><br>15/05/2026 | <b>On behalf of</b><br>Private | <b>Job purpose</b><br>Design | <b>Locations</b><br>Private | <b>Onsite activities</b><br>Conveyancing |
|-----------------------------------|---------------------------------|-------------------------------|--------------------------------|------------------------------|-----------------------------|------------------------------------------|



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

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

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

**User Reference**  
48 Gaffel St

**Address**  
48 Gaffel St  
Svensson Heights QLD 4670

**Notes/description**  
-

## Your Responsibility and Duty of Care

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

## Asset Owner Details

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

| Referral ID (Seq. no) | Authority Name                 | Phone        | Status   |
|-----------------------|--------------------------------|--------------|----------|
| 272419523             | APA Group Gas Networks (70713) | 1800 085 628 | NOTIFIED |
| 272419521             | Bundaberg Regional Council     | 1300 883 699 | NOTIFIED |
| 272419522             | Ergon QLD                      | 13 10 46     | NOTIFIED |
| 272419520             | NBN Co Qld                     | 1800 687 626 | NOTIFIED |
| 272419524             | Telstra QLD Regional           | 1800 653 935 | NOTIFIED |

END OF UTILITIES LIST

## The 5Ps of Safe Excavation



### Plan

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



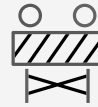
### Prepare

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



### Pothole

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



### Protect

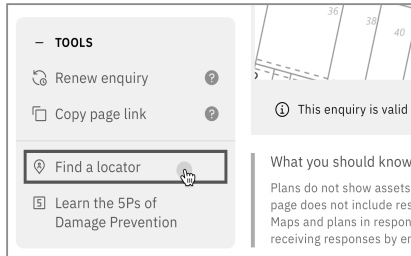
Protecting and supporting the exposed infrastructure is the responsibility of the excavator. Always erect safety barriers in areas of risk and enforce exclusion zones.



### Proceed

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

## Engage a skilled Locator



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

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

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

## Get FREE Quotes for Contractors & Equipment Fast



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

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

**GET QUOTE**

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

## Book a FREE BYDA Session



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

To book a session, visit:  
[byda.com.au/contact/education-awareness-enquiry-form](http://byda.com.au/contact/education-awareness-enquiry-form)

**BOOK NOW**

|                                         |              |
|-----------------------------------------|--------------|
| Referral                                | Member Phone |
| 272419523                               | 1800 085 628 |
| Responses from this member              |              |
| Response received Wed 6 May 2026 9.48am |              |
| File name                               | Page         |
| Response Body                           | 5            |
| 272419523.pdf                           | 6            |

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

BYDA\_APA@apa.com.au

**Enquiry Details:**

|                 |              |
|-----------------|--------------|
| Impact          | not affected |
| Sequence Number | 272419523    |
| Enquirer Id     | 3380262      |
| Activity        | Conveyancing |
| Job Number      | 53071878     |
| User Reference  | 48 Gaffel St |
| Message         |              |

**Site Details:**

|         |                                              |
|---------|----------------------------------------------|
| Address | 48 Gaffel St<br>Svensson Heights<br>QLD 4670 |
|---------|----------------------------------------------|

**Enquirers Details:**

|         |                                              |
|---------|----------------------------------------------|
| Contact | Chantel Priddey                              |
| Company | Priority Legal Services                      |
| Email   | chantel@prioritylegalservices.com.au         |
| Phone   | +61413744573                                 |
| Address | Commercial Drive<br>Shailer Park<br>Qld 4128 |

APA Group

# APA

Australia's energy  
infrastructure partner



# Before You Dig Australia

Classification: Networks

|                          |                                              |
|--------------------------|----------------------------------------------|
| <b>Enquiry date</b>      | 06/05/2026                                   |
| <b>Sequence number</b>   | 272419523                                    |
| <b>Work site address</b> | 48 Gaffel St<br>Svensson Heights<br>QLD 4670 |



**Enquiry Date:** 06/05/2026  
**Enquirer:** Chantel Priddey  
**Sequence Number:** 272419523  
**Work Site Address:** 48 Gaffel St  
Svensson Heights  
QLD 4670

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

**We confirm there are NO Gas Assets located in close vicinity of the above location.**

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

Please ensure you read and comply with all the relevant information contained in this response to your BYDA enquiry.

## Before You Dig Checklist

---



### 1. Plan

- Review maps provided with this BYDA response and confirm the location of your work site is correct.



### 2. Prepare

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



### 3. Pothole

- Not applicable where no gas assets present.



### 4. Protect

- Not applicable where no gas assets present.



### 5. Proceed

- Only proceed with your work once you are confident no gas assets are located in vicinity to your work location.
  - APA BYDA response (including maps) are on site for reference at all times, and less than 30 days old.
-

## Contacts

| Contacts APA Group                                                      |                                                                                                                            |
|-------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| Enquiry                                                                 | Contact Numbers                                                                                                            |
| General enquiries or feedback regarding this information or gas assets. | APA – Before You Dig Officer<br>Phone: 1800 085 628<br>Email: <a href="mailto:BYDA_APA@apa.com.au">BYDA_APA@apa.com.au</a> |
| Gas Emergencies                                                         | Phone: 1800 GAS LEAK (1800 427 532)                                                                                        |

## Site Watch

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

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

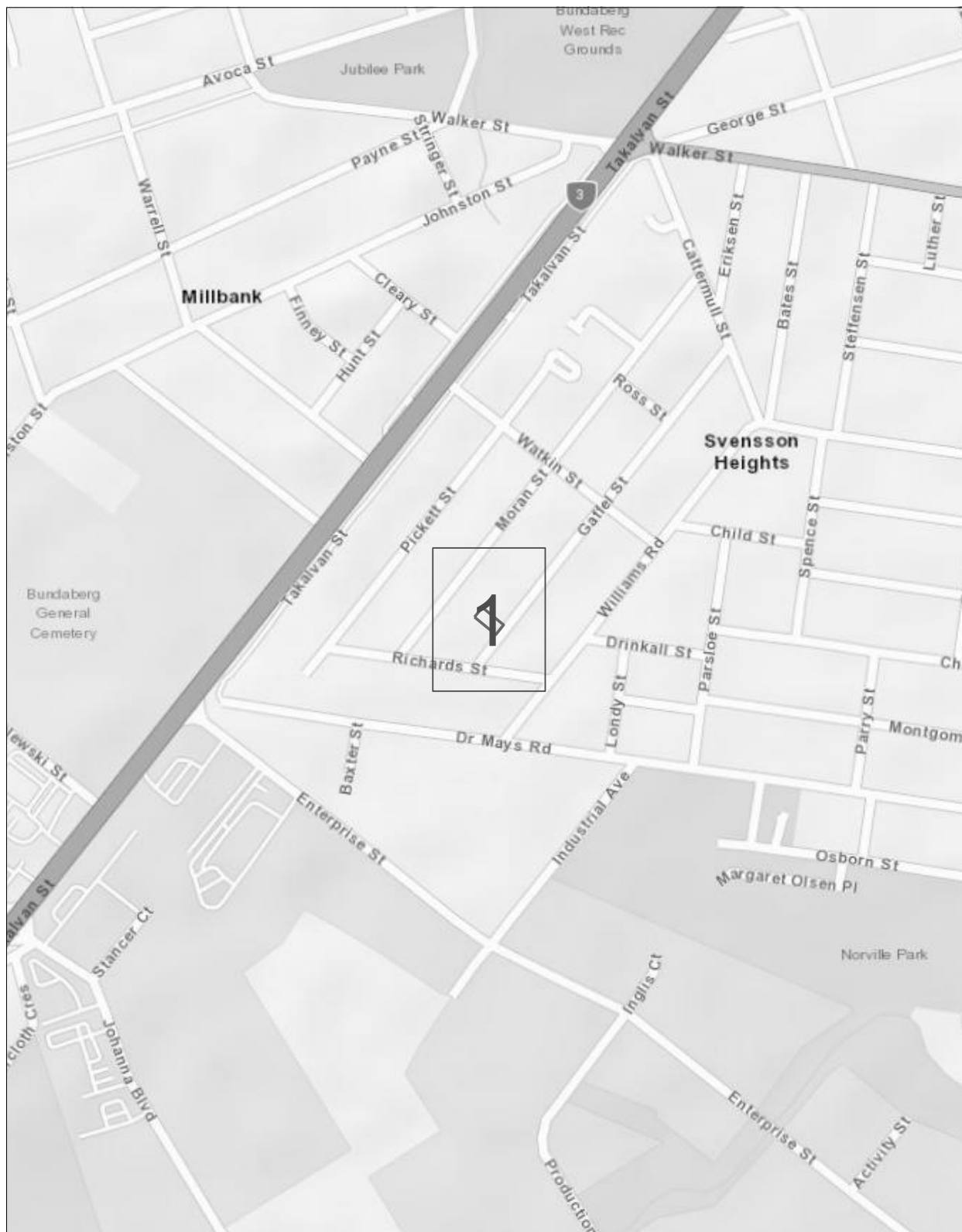
| Item                                                                                                    | Rate (excl. gst)  |
|---------------------------------------------------------------------------------------------------------|-------------------|
| Site Watch – Business Hours               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

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

*\*The specified rates do not apply to Origin Energy LPG assets. All charges and invoicing related to these assets will be administered directly by Origin Energy. For further information contact Origin Energy.*

Site 48 Gaffel St  
Address: Svensson Heights  
QLD 4670

Sequence 272419523  
Number:



Scale 1: 6000

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



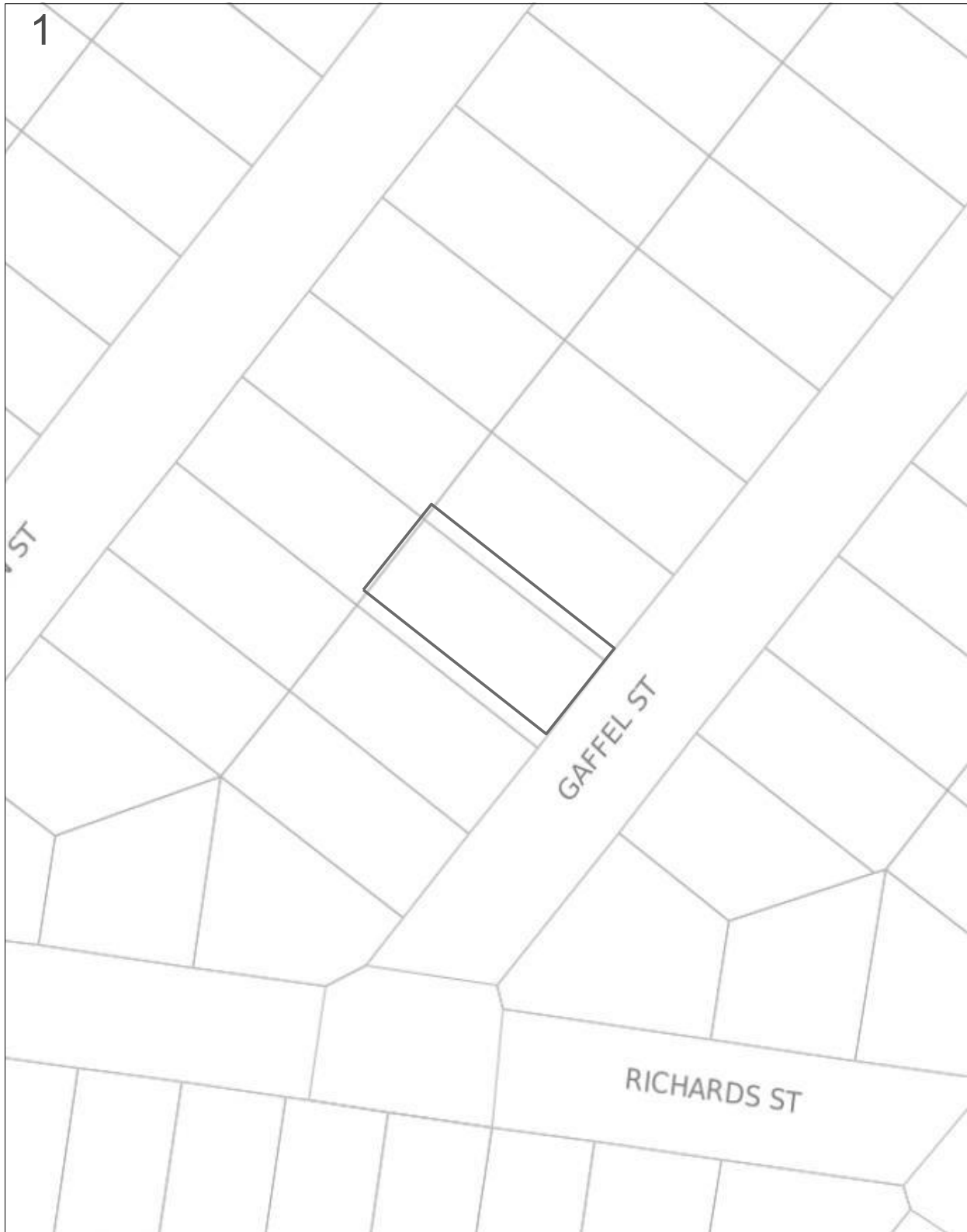
Enquiry Area

Map Key Area



Site 48 Gaffel St  
Address: Svensson Heights  
QLD 4670

Sequence 272419523  
Number:



Scale 1: 700

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



Enquiry Area



Map Key Area



## Legend

### PIPE LEGEND: GAS TYPE AND PRESSURE

|                              | Low pressure          | Medium pressure | High pressure | Transmission          |
|------------------------------|-----------------------|-----------------|---------------|-----------------------|
| Natural gas                  |                       |                 |               |                       |
| Natural gas – proposed       |                       |                 |               |                       |
| LPG (yellow dash)            | <i>not applicable</i> |                 |               | <i>not applicable</i> |
| Hydrogen blended (aqua dash) | <i>not applicable</i> |                 |               | <i>not applicable</i> |

### PIPE LEGEND: SPECIAL DESIGNATION

|                                  | Low pressure | Medium pressure | High pressure | Transmission          |
|----------------------------------|--------------|-----------------|---------------|-----------------------|
| Critical main (yellow highlight) |              |                 |               |                       |
| Casing (grey highlight)          |              |                 |               | <i>not applicable</i> |

These designations typically apply to any pipe type and pressure

### PIPE LEGEND: OTHER STATUS

|                       |  |
|-----------------------|--|
| Abandoned pipe        |  |
| Idle or inactive pipe |  |

### ABBREVIATION

|     |                     |     |               |
|-----|---------------------|-----|---------------|
| BoK | Back of kerb        | FoK | Front of kerb |
| C   | Depth of cover      | NTI | Not tied in   |
| CP  | Cathodic protection |     |               |

### OBJECT SYMBOLS

|                        |  |                       |  |               |  |
|------------------------|--|-----------------------|--|---------------|--|
| Valve                  |  | CP test station       |  | Syphon        |  |
| Buried valve           |  | CP anode              |  | Marker        |  |
| Regulator station      |  | CP bond wire          |  | Part service^ |  |
| Gas connected property |  | CP rectifier terminal |  |               |  |

<sup>A</sup>A live gas service terminated underground within the property boundary, available for future extension to the gas meter.

### PIPE CODE AND MATERIAL

|    |                          |    |                           |
|----|--------------------------|----|---------------------------|
| P* | Polyethylene (PE)        | CU | Copper                    |
| P3 | Polyvinyl chloride (PVC) | N2 | Nylon                     |
| S* | Steel                    | W2 | Wrought galv iron         |
| C* | Cast iron                | W3 | PE coat wrought galv iron |

### INTERPRETATION EXAMPLE

|  |                                                                |
|--|----------------------------------------------------------------|
|  | High pressure, 40 mm polyethylene in an 80 mm cast iron casing |
|  | Medium pressure, 63 mm steel                                   |

Pipe diameter in millimetres is shown before pipe code.  
40P6 = 40 mm nominal diameter

*This map was created in colour and should be printed in colour*

## Important information

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

### Free Gas Pipeline Awareness Training and Information

#### PROFESSIONALS

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

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

#### HOMEOWNERS

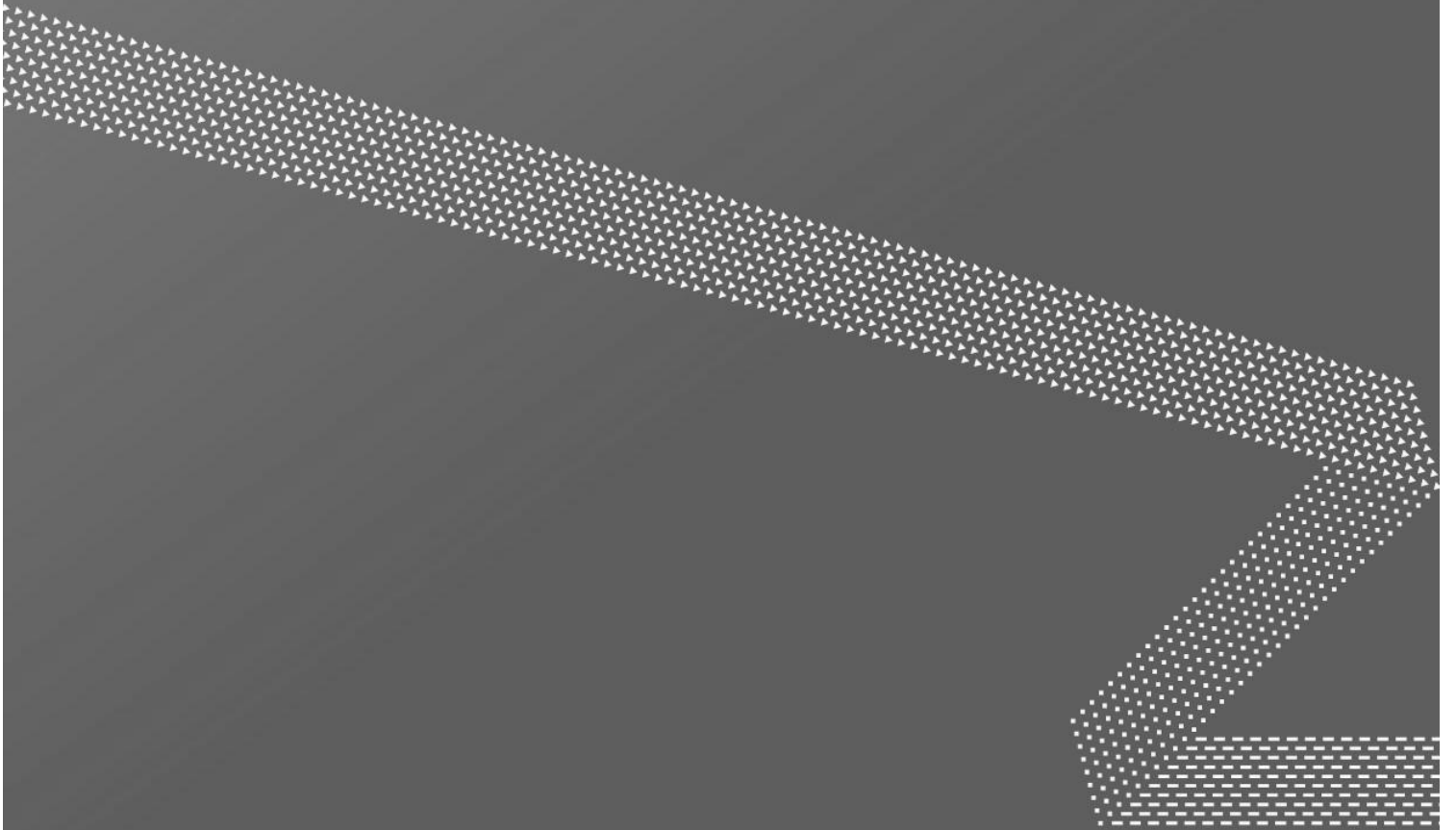
If you're working near your home's gas pipes stay safe and view APA's video guide **'Working Safely Near Gas Lines: A DIY Homeowner's Guide'** which offers simple tips to avoid damaging gas pipes.

Scan the QR code to view the video, or for more information email [damageprevention@apa.com.au](mailto:damageprevention@apa.com.au)



## Disclaimer and legal details

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



**Bundaberg Regional Council****Referral**  
**272419521****Member Phone**  
**1300 883 699****Responses from this member****Response received** Wed 6 May 2026 9.48am

| File name                                     | Page |
|-----------------------------------------------|------|
| Response Body                                 | 16   |
| ASSET 272419521.pdf                           | 17   |
| BRC Council Member Cover Letter 272419521.pdf | 18   |

Chantel Priddey

48 Gaffel St

Svensson Heights QLD 4670

Dear Chantel Priddey

**Before You Dig Australia (BYDA) Job No: 53071878 Sequence No: 272419521**

Thank you for your recent BYDA enquiry. According to our records, your enquiry with the following details **IMPACTS our infrastructure**.

Attached is a copy of known Council controlled infrastructure as requested in your BYDA enquiry, together with a copy of Council's Disclaimer. Please ensure you read the Disclaimer and understand any limitations of the provided information.

Council does not hold location information for the following assets:

- Water meters;
- Property service connections from the water reticulation main to the water meter.

For property specific sanitary drainage plans and points of connection to reticulation sewers enquiries, please contact Council on 1300 883 699.

This information is generated from Council's corporate GIS and Asset systems which are continually updated. Requests for original 'As Constructed' civil engineering drawings can be made by contacting Council on 1300 883 699 and, where such drawings exist, a fee per plan will apply.

You may also view the response with an interactive web map below:

[View on web map](#)

[Download spatial file](#)

Regards,

---

Bundaberg Regional Council  
PO Box 3130  
Bundaberg QLD 4670  
Tel: 1300 883 699  
Fax: (07) 4150 5410  
<https://www.bundaberg.qld.gov.au>



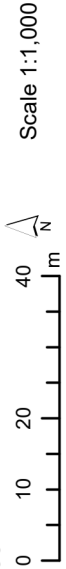
Job # 53071878  
Seq # 272419521  
Job site: 48 Gaffel St Svensson Heights QLD 4670  
Provided by Bundaberg Regional Council



**Legend**

- BYDA Enquiry
- Water Valves
- Water Hydrants
- Water Mains
- Sewerage Maintenance Holes
- Sewerage Mains
- Sewerage Mains

Disclaimer: The plan is provided in response to a Before You Dig request. While all reasonable care has been taken to ensure the accuracy of the information on this plan, its purpose is to provide a general indication of the location of Bundaberg Regional Council infrastructure. The information provided may contain errors or omissions and the accuracy may not suit all users. Please refer to the Memorandum of Common Provisions as registered on title for restrictions on activities in this vicinity.



In an emergency contact Bundaberg Regional Council on 1300 883 699  
06/05/26 (valid for 30 days)  
Plans generated by SmarterWX™ Automate



PO Box 3130, Bundaberg QLD 4670  
190 Bourbong Street, Bundaberg QLD 4670  
T 1300 883 699 F 4150 5410  
E [ceo@bundaberg.qld.gov.au](mailto:ceo@bundaberg.qld.gov.au)  
W [www.bundaberg.qld.gov.au](http://www.bundaberg.qld.gov.au)  
ABN 72 427 835 198

**Date:** 6 May 2026

**To:**

Chantel Priddey  
Commercial Drive  
Shailer Park Qld 4128

Based on your Before You Dig enquiry, we have been requested to provide information regarding our infrastructure and instructions on working safely around it. Please review all documents provided with this response:

**Sequence No:** 272419521  
**Job No:** 53071878  
**Location:** 48 Gaffel St  
Svensson Heights QLD 4670

**If you require further information, please contact the Bundaberg Regional Council  
on 1300 883 699**

Please ensure that you read all information contained in this document and please review all documents, including plans, provided with this response.

**Further Information**

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

## COUNCIL INFRASTRUCTURE LOCATION DETAILS DISCLAIMER OF ACCURACY – BEFORE YOU DIG AUSTRALIA

In this notice “**Council Infrastructure**” means Bundaberg Regional Council infrastructure, including but not limited to water mains, stormwater mains and pits, gravity sewers and maintenance holes, etc.

### TO BE READ BY THE CUSTOMER

1. By accepting any plans, information or data (“the material”) from Bundaberg Regional Council (“Council”) you are agreeing to these conditions.
2. You agree and acknowledge that the material provided by Council does not have guaranteed levels of accuracy. Council does not accept any responsibility for any inaccuracies of the material, and you are expected to make your own enquiries and perform your own investigations at your cost to locate Council Infrastructure.
3. Council has provided you the material based in good faith upon data at its disposal which has **not** been independently verified by Council staff or agents.
4. You accept receipt of the material on the basis that same is provided for your assistance and reference only.
5. You acknowledge that the material provided by Council is not survey accurate and that same is prepared and based upon material which Council has obtained from the Queensland State Government's Department of Resources and that same is provided as a public service without acceptance of responsibility or liability from Council or its employees, servants and agents.
6. You are aware that there are inherent risks and dangers associated with carrying out work in the vicinity of Council Infrastructure.
7. You acknowledge that Council's engineering and professional staff have not provided you with any representations or advice regarding the material provided.

### DUTY OF CARE TOWARDS COUNCIL – BY THE CUSTOMER

When working in the vicinity of Council Infrastructure, you have a legal duty of care that must be observed. The following must be considered:

- It is your responsibility (including but not limited to a consultant, architect, consulting engineer, developer, builder or other contractor engaged by you) to design for minimal impact on Council Infrastructure; and
- It is your **responsibility** to:
  - **request** plans at a reasonable time before construction;
  - visually **locate** infrastructure where construction activities may damage or interfere with infrastructure; and
  - **contact** Council if the construction is located near Council Infrastructure (refer Essential Precautions section).

**Note:** Council can locate infrastructure and improvements on your behalf - refer below.

### CONTACT DETAILS FOR LOCATION OF INFRASTRUCTURE

Location of Council infrastructure can be provided to you for a fee. Please contact the Infrastructure Assets team on 1300 883 699 or via email at [engineering@bundaberg.qld.gov.au](mailto:engineering@bundaberg.qld.gov.au) to obtain a quotation.

## IMPORTANT INFORMATION

### DAMAGE TO COUNCIL INFRASTRUCTURE

You agree to indemnify Council against any claim or demand for any loss or damage to Council Infrastructure or other property, including consequential loss.

- You are responsible for all damage that is connected (directly or indirectly) with work you carry out (or work carried out on your behalf). This will include, without limitation, all losses and expenses incurred by Council (and other parties) as a result of any damage.
- Council (including its employees, servants and agents) shall not be liable for any loss or damage (including indirect or consequential loss or damage) however caused, which is incurred or suffered as a result of:
  - use of the material by you
  - failure of you to appropriately locate Council Infrastructure and/or
  - failure of you to observe the Essential Precautions and Approach Distances (listed below).
- You must immediately report any damage to Council's Infrastructure Assets team by telephone on 1300 883 699 that you become aware of as a result of your work.

### CONCERNING COUNCIL'S PLANS

- Council material provided to you is **valid for 30 days** from date of issue.
- Council retains copyright in all plans and material provided in conjunction with your request.
- Council material is provided for your use only and shall not be used for any unauthorised purpose.

### WORKING WITHIN COUNCIL'S ROAD RESERVE

Any work conducted within Council's Road reserve requires approval prior to commencement. Under Section 75 of the *Local Government Act 2009*, a person (other than the Council or a person acting under some other statutory authority) must not without lawful excuse (including under another Act, for example), or the written approval of Council:

- carry out works on a road; or
- interfere with a road or its operation.

To obtain approval, please complete the Application to Carry Out Works within Council's Road Reserve located on [Council's website](#). If you are unsure if an approval is required, contact Council's Infrastructure Assets team on 1300 883 699 or via email at [engineering@bundaberg.qld.gov.au](mailto:engineering@bundaberg.qld.gov.au).

### ESSENTIAL PRECAUTIONS AND APPROACH DISTANCES

On receipt of the material and before commencing excavation work or similar activities near Council Infrastructure, you must:

1. Carefully locate the infrastructure to avoid damage (refer previous page for contact details if you require Council to locate the infrastructure).
2. Undertake prior manual exposure such as potholing (by hand) when intending to excavate or work closer to Council Infrastructure than the following distances:
  - In footpaths, where it could be reasonably assumed that Council Infrastructure would be within 1.5 metres
  - In non-established areas or unformed reserves, roadways, footpaths or alike within 2.5 metres
  - In rural/non-urban areas which may have wider variation than given above, the following should be observed:
    - 10 metres for major rising mains, trunk mains, etc
    - 5 metres for other infrastructure.
3. Maintain the following minimum clearance between construction activity and actual location of Council infrastructure (unless previously approved in an operational works approval). **If the below clearances cannot be maintained, contact Council immediately for advice.**
  - Jackhammers pneumatic breakers - 1.0 metre
  - Vibrating plate or wacker packer compaction - 1.0 metre
  - Boring equipment - 1.0 metre
  - Heavy traffic (over three tonnes) - 1.0 metre
  - Mechanical Excavators - 1.0 metre.



## **Before You Dig Australia (BYDA) Map Book**

BYDA Job No : 53071878  
BYDA Sequence No : 272419521  
User Reference : 48 Gaffel St  
Enquiry Date & Time : 6 May 2026

### **Customer Details**

Contact Name :Chantel Priddey  
Company :Priority Legal Services  
Address :Commercial Drive  
Region :Shailer Park  
Postcode :4128  
Phone :0413 744 573  
Mobile :0413 744 573  
Email Address :chantel@prioritylegalservices.com.au  
Customer Message :

Notice: This Email has been automatically generated. Should you wish to advise Bundaberg Regional Council of any issues with this enquiry, please call 1300 883 699 or email [engineering@bundaberg.qld.gov.au](mailto:engineering@bundaberg.qld.gov.au)

**Referral**  
**272419522**

**Member Phone**  
**13 10 46**

## Responses from this member

**Response received** Wed 6 May 2026 9.49am

| File name                                                | Page |
|----------------------------------------------------------|------|
| Response Body                                            | 23   |
| 272419522 - Ergon Energy Plan.pdf                        | 26   |
| Ergon Energy BYDA Terms and Conditions.pdf               | 29   |
| Working Near Overhead and Underground Electric Lines.pdf | 34   |

# Planned Assets found

## Before You Dig Australia (BYDA) Request

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

Our search has revealed there is existing and planned ERGON ENERGY NETWORK Assets within the defined search area.

They are shown on the attached plan.

There is a possibility the planned Assets may have been installed prior to Your enquiry.

**You:**

Chantel Priddey

**BYDA Enquiry No:**

272419522

**Company:**

Priority Legal Services

**Date of Response:**

06 May 2026

**Search Location:**

48 Gaffel St  
Svensson Heights,  
QLD 4670

**Period of Plan Validity:**

4 Weeks

**External Comments (if any):**

**WARNING: When working in the vicinity of ERGON ENERGY NETWORK Assets**  
**You have a legal *Duty of Care* that must be observed.**

**It is important that You note:**

1. Immediately report life threatening emergencies to Emergency Services on **000** or to ERGON ENERGY NETWORK on **13 16 70**.
2. Please read and understand all the information and disclaimers provided - including the Terms and Conditions on the attached pages.
3. We have only searched the area which has been nominated in the request. If this nominated area is not what You require, please resubmit another enquiry with BYDA.
4. Plans provided by ERGON ENERGY NETWORK are only an indication of the presence of Assets within the nominated area. Locations provided are approximate and the plans are not suitable for scaling purposes, as exact ground cover and alignments cannot be provided. You must confirm the exact location of Assets by use of an electronic cable locator followed by careful, non-mechanical excavation (i.e. potholing).
5. Plans provided by ERGON ENERGY NETWORK do not encompass ERGON ENERGY NETWORK overhead Assets.
6. ERGON ENERGY NETWORK, its servants or agents shall not be liable for any loss or damage caused or occasioned by the use of plans and details supplied pursuant to the BYDA Request and You agree to indemnify ERGON ENERGY NETWORK against

any claim or demand for any such loss or damage to You, Your servants or Your agents.

7. You are responsible for any damage to Assets caused by works pursuant to or in any way connected with this BYDA Request.
8. In addition to Assets marked on attached plan, there could be underground earth conductors, underground substation earth conductors, Multiple Earthed Network (MEN) conductors, Single Wire Earth Return (SWER) Substation Earth Conductors, Air Break Switch (ABS) Earth Mats or Consumer Mains in the vicinity or private underground cables (inc. consumers' mains that may run from ERGON ENERGY NETWORK mains onto private's are property) in the vicinity of the nominated work area(s) that are not marked on the plans.
9. To locate underground assets, independent Certified Locators may be sourced using the 'Find a Locator' tool available within the BYDA enquiry response on the BYDA website.
10. The ERGON ENERGY NETWORK BYDA information map(s) provide the vicinity of Asset and will not be adequate for conveyancing purposes. A Request for Search (Property Search) can be arranged through ERGON ENERGY NETWORK.
11. The attached plans are only valid for a period of four weeks from receipt. If excavation does not commence within four weeks, a new plan should be obtained.
12. The ERGON ENERGY NETWORK BYDA map (named maps.pdf) may contain shaded area(s), indicating the location of planned work(s). Should You find planned works that You believe may affect Your planned work(s), please contact the ERGON ENERGY NETWORK BYDA team on the details listed below.
13. ERGON ENERGY NETWORK may contact You to discuss Your proposed excavation in the vicinity of feeders identified on the attached plan(s).
14. Do not access any Assets, for example conduits, cables, pits or cabinets.
15. Your work will need to comply with:
  - Working near overhead and underground electric lines - Electrical safety code of practice 2020
  - Managing electrical risk in the workplace electrical safety code of practice (2013)
  - Excavation work code of practice 2021

**NOTE:** Where Your proposed work location contains ERGON ENERGY NETWORK Underground cables please access the [ERGON ENERGY NETWORK BYDA Website](#) for more information.

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General enquiries (7:00am - 5:30pm Mon to Fri) **13 74 66**  
Life threatening emergencies only triple zero (000) or **13 16 70**

---

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

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

ABN: 40 078 849 055



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

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

PelicanCorp

Compiled with TicketAccess by PelicanCorp



For Emergency Situations  
Please Call 13 16 70

All underground cables shall be treated as being energised. Where a cable is located that is not represented on the ERGON ENERGY NETWORK BYDA map, then ERGON ENERGY NETWORK shall be contacted immediately.



BYDA

Sequence: 272419522  
Date: 06/05/2026  
Scale: 1:1025  
Title No: OVERVIEW

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

AS5488 Category "D" Plan



**DISCLAIMER:** While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, the information is provided as a guide only. PellicanCorp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained herein. The user acknowledges and agrees that the user releases and holds PellicanCorp harmless from and against all claims, damages, costs or expenses of whatever kind or nature, including reasonable attorneys' fees and costs, that may be asserted against or incurred by PellicanCorp or its employees, agents, contractors, subcontractors, or any third parties, arising out of or in connection with the use of this plan response or the information contained herein. Use of such information is subject to and constitutes acceptance of these terms.

This output provides details of the ERGON ENERGY NETWORK electrical network. As variations may exist no responsibility is incurred by ERGON ENERGY NETWORK for the accuracy or completeness of the information provided. Exact positions of cables and electrical connectivity should be confirmed on site.

Plans generated 06 May 2026 by PellicanCorp TicketAccess Software | www.pellicanCorp.com



BYDA

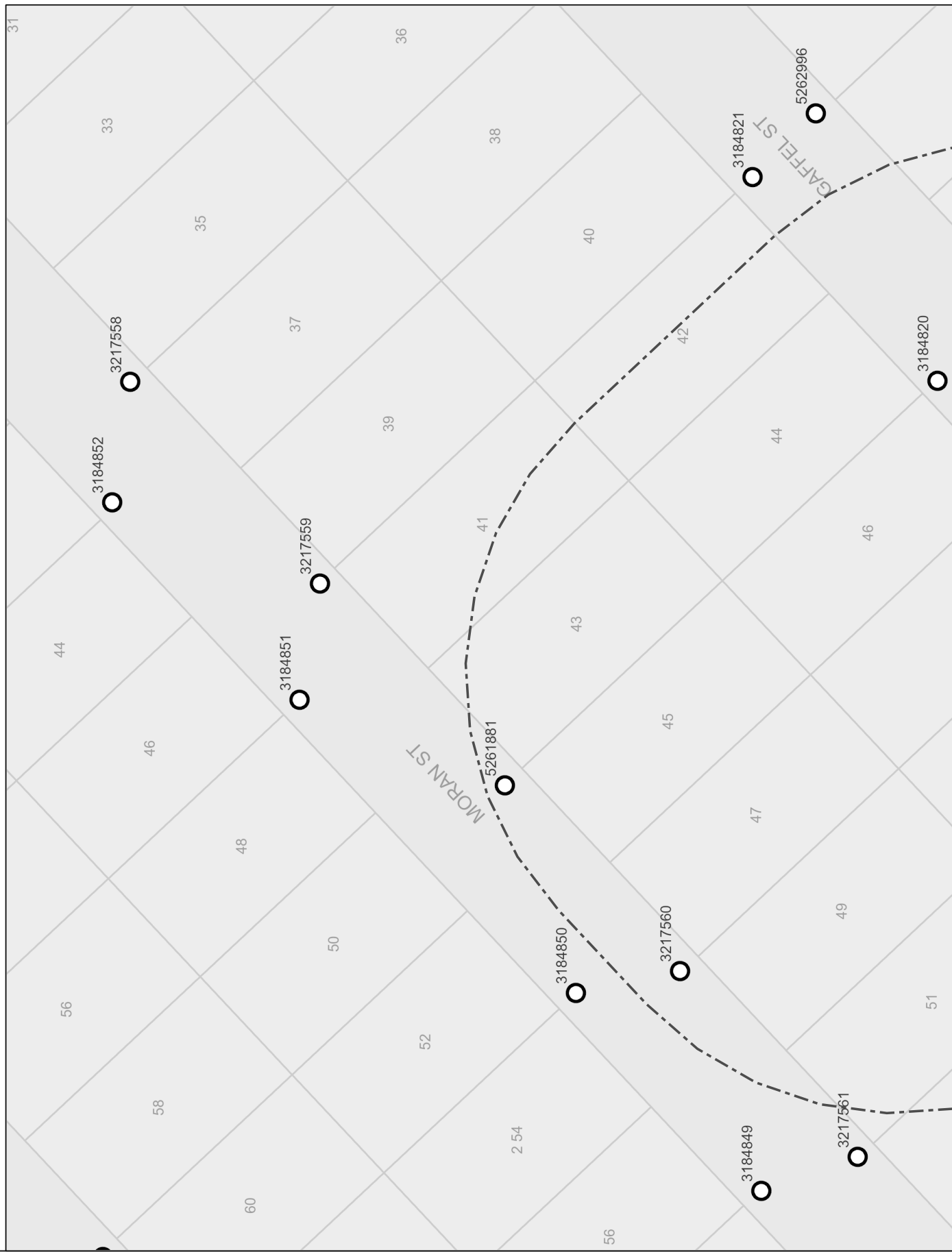
Sequence: 272419522  
Date: 06/05/2026  
Scale: 1:500  
Tile No: 1

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

AS5488 Category "D" Plan



**DISCLAIMER:** While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, PellicanCorp shall have no liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it. PellicanCorp does not warrant or accept any liability for the accuracy or completeness of the information. Use of such information is subject to and constitutes acceptance of these terms.



For Emergency Situations  
Please Call 13 16 70

All underground cables shall be treated as being energised. Where a cable is located that is not represented on the ERGON ENERGY NETWORK BYDA map, then ERGON ENERGY NETWORK shall be contacted immediately.



BYDA

Sequence: 272419522  
Date: 06/05/2026  
Scale: 1:500  
Title No: 2

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

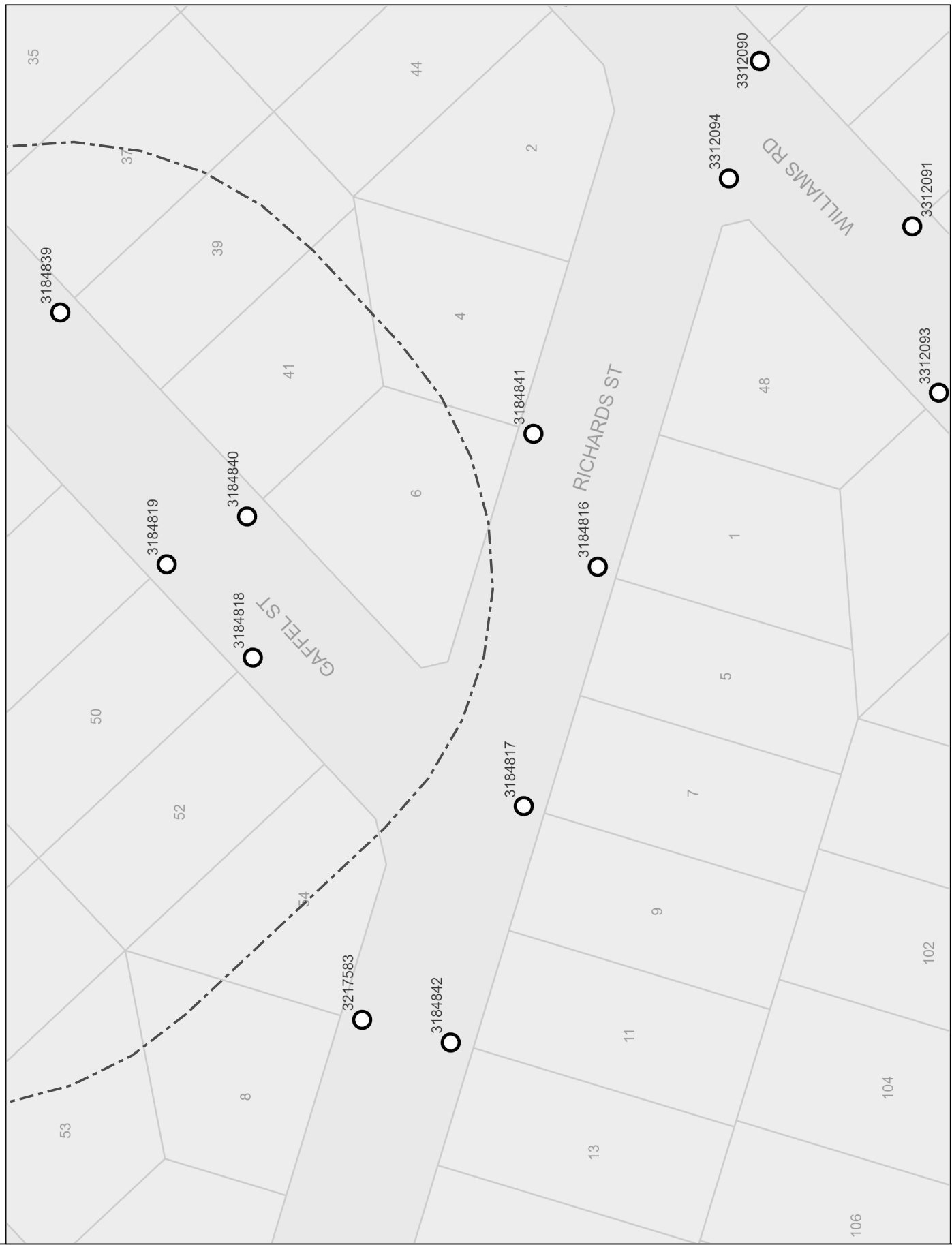
AS5488 Category "D" Plan



**DISCLAIMER:** While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, PellicanCorp shall have no liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in this plan response. The accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.

This output provides details of the ERGON ENERGY NETWORK electrical network. As variations may exist no responsibility is incurred by ERGON ENERGY NETWORK for the accuracy or completeness of the information provided. Exact positions of cables and electrical connectivity should be confirmed on site.

Plans generated 06/05/2026 by PellicanCorp TicketAccess Software | www.pellicanCorp.com





### **Responsibilities – (When Working in the Vicinity of Ergon Energy Network Asset)**

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

A Person Conducting a Business or Undertaking (PCBU) must ensure the person's business or undertaking is conducted in a way that is electrically safe. This includes:

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

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

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

General enquiries (7:00am - 5:30pm Mon to Fri) 13 74 66  
Life threatening emergencies 000 or 13 16 70

E: [safetyadvice@ergon.com.au](mailto:safetyadvice@ergon.com.au)

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

ABN: 40 078 849 055

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



The following matters must be considered when working near Ergon Energy Network Asset:

1. The PCBU must ensure, so far as is reasonably practicable, that no person, Asset or thing at the workplace comes within an unsafe distance of an underground electric line (see section 68 of the Electrical Safety Regulation 2013).
2. It is the responsibility of the architect, consulting engineer, developer, and head contractor in the project planning stages to design for minimal impact and protection of Ergon Energy Network Assets.
3. It is the constructor's responsibility to:
  - a) Anticipate and request plans of Ergon Energy Network Assets for a location at a reasonable time before construction begins.
  - b) Visually locate Ergon Energy Network Assets by hand or vacuum excavation where construction activities may damage or interfere with Ergon Energy Network Assets.
  - c) To notify Ergon Energy Network if the information provided is found to be not accurate or Assets are found on site that are not recorded on the Ergon Energy Network BYDA plans.
  - d) Read and understand all the information and disclaimers provided.

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

4. Comply with applicable work health and safety and electrical safety codes of practice including but not limited to:

- a) Working near Assets – Electrical Safety Codes of Practice 2020
- b) Managing electrical risk in the workplace – Managing Electrical Risks in the workplace Code of Practice 2021
- c) Excavation work – Code of practice 2021

#### IMPORTANT NOTES:

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

General enquiries (7:00am - 5:30pm Mon to Fri) 13 74 66  
Life threatening emergencies 000 or [13 74 66](tel:137466)

E: [safetyadvice@ergon.com.au](mailto:safetyadvice@ergon.com.au)

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

ABN: 40 078 849 055

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



## **Conditions – (When Working in the Vicinity of Ergon Energy Network Asset)**

### **Records:**

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

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

Ergon Energy Network retains copyright of all plans and details provided in connection with Your request.

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

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

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

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

Ergon Energy Network reserves all rights to recover compensation for loss or damage caused by interference or damage, including consequential loss and damages to its cable network, or other property.

**NOTE:** Where Your proposed work location contains ERGON ENERGY NETWORK Underground cables please access the [ERGON ENERGY NETWORK BYDA Website](#) for more information.

### **Location of Assets:**

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

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

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

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

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

General enquiries (7:00am - 5:30pm Mon to Fri) 13 74 66  
Life threatening emergencies 000 or [13 16 70](tel:131670)

E: [safetyadvice@ergon.com.au](mailto:safetyadvice@ergon.com.au)

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

ABN: 40 078 849 055

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



**Asset Installation Methods:**

Ergon Energy Network Assets are installed with a variety of protection devices including:

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

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

**Excavating Near Assets:**

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

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

**Excavating Parallel to Assets:**

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

**Separation from Assets:**

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

**Table 1. Minimum Separation Requirements for Underground Services Running Parallel with Ergon Energy Network Assets**

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

**Table 2. Minimum Separation Requirements for Underground Services Crossing Ergon Energy Network Assets**

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

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

**Excavating Across Assets:**

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

General enquiries (7:00am - 5:30pm Mon to Fri) 13 74 66  
Life threatening emergencies 000 or [13 16 70](tel:131670)

E: [safetyadvice@ergon.com.au](mailto:safetyadvice@ergon.com.au)

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

ABN: 40 078 849 055

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



**Heavy Machinery Operation Over Assets:**

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

**Directional Boring Near Cables:**

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

**Explosives:**

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

**Damage Reporting:**

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

If any Damaged Asset is found:

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

**Solutions and Assistance:**

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

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

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

**Vacuum Excavations (Hydro Vac)**

When operating hydro vac equipment to excavate in vicinity of Assets (cables/conduits) fitted with:

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

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

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

**Safety Notices (Underground Work)**

It is recommended that You obtain a written Safety Advice from ERGON ENERGY NETWORK when working close to Ergon Asset's. For Safety Advice please contact [SafetyAdvice@energyq.com.au](mailto:SafetyAdvice@energyq.com.au)

**Further information on Working Safely around Ergon Energy Network Assets:** [Working near powerlines | Ergon Energy](#)

**Thank You for Your interest in maintaining a safe and secure Electricity Distribution network.**  
**Ergon Energy Network welcomes Your feedback on this document via email to**  
**[byda@energyq.com.au](mailto:byda@energyq.com.au)**

General enquiries (7:00am - 5:30pm Mon to Fri) 13 74 66  
 Life threatening emergencies 000 or [13 16 70](tel:131670)

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

E: [safetyadvice@ergon.com.au](mailto:safetyadvice@ergon.com.au)

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

ABN: 40 078 849 055





Part of Energy Queensland

# **Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines**

# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

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# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

## 1. PURPOSE AND SCOPE

The purpose of this document is to set out the Electricity Entity requirements for anyone who may be contemplating working or operating plant near any Ergon Energy or Energex's overhead or underground electric lines.

## 2. DEFINITIONS, ABBREVIATIONS AND ACRONYMS

| Term                                  | Definition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|---------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Applicant</b>                      | A person contacting or submitting an application to the Electricity Entity for Safety Advice.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Authorised Person</b>              | For work near an electrical line, means a person who has enough technical knowledge and experience to do work that involves being near to the electrical line; and has been approved by the person in control of the electrical line (Electricity Entity) to do work near to the electrical line.                                                                                                                                                                                                                                                                                                                               |
| <b>Authorised Person (Electrical)</b> | An Electrical Mechanic or Electrical Linesperson (holding current Queensland Licence) working on behalf of an electrical contractor, an Electrical Contractor, or a person who holds an electrical mechanic licence and is performing work for the person or a relative of the person at premises owned or occupied by the person or relative, and accredited with the Electricity Entity who is permitted to remove and replace LV service fuse(s) when isolation of customer LV service line is required to eliminate the exclusion zone around the LV service line, or to work on the customer's mains and / or switchboard. |
| <b>Earthworks</b>                     | Any digging, penetration or disturbance of ground including but not limited to post hole digging, excavating, trenching, directional boring, bore hole sinking, driving pickets/posts into ground, cut and fill, dam or levee bank construction, blasting.                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Electricity Entity</b>             | <p>Where Electricity Entity appears throughout this document, it relates to either Energex or Ergon Energy area of responsibility. Refer to respective contact details below.</p> <p><b><u>Energex:</u></b></p> <ul style="list-style-type: none"><li>• General Enquiries - ph 13 12 53</li><li>• Loss of Supply - ph 13 62 62</li><li>• Emergencies - ph 13 19 62</li></ul> <p><b><u>Ergon Energy:</u></b></p> <ul style="list-style-type: none"><li>• General Enquiries - ph 13 74 66</li><li>• Loss of Supply - ph 13 22 96</li><li>• Emergencies - ph 13 16 70</li></ul>                                                    |
| <b>Exclusion Zone</b>                 | A safety envelope around an electric line as specified by the Electrical Safety Regulation 2013.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>RPA (Drone)</b>                    | Australia's safety laws for remotely piloted aircraft (RPA) / drones are defined under the Civil Aviation Safety Authority. Under this definition the use of RPA's are not classified as Operating plant (section 5.2) as prescribed in this document.                                                                                                                                                                                                                                                                                                                                                                          |

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| Term                     | Definition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Instructed Person</b> | For an electrical line, means a person who is acting under the supervision of an Authorised Person for the electrical line.                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Safety Advice</b>     | A written notice identifying the known electrical hazards at a specific site and advising the control measures required to be implemented by Responsible Person (person responsible for worksite) to reduce the likelihood of harm to person, plant or vehicle at site.                                                                                                                                                                                                                                                                                                          |
| <b>Safety Observer</b>   | <p>A safety observer or “spotter”, for the operation of operating plant, means a person who:</p> <ul style="list-style-type: none"><li>(a) observes the operating plant; and</li><li>(b) advises the operator of the operating plant if it is likely that the operating plant will come within an exclusion zone for the operating plant for an overhead electric line.</li></ul> <p>This is a person who has undergone specific training and is competent to perform the role in observing, warning and communicating effectively with the operator of the operating plant.</p> |
| <b>Untrained Person</b>  | For an electrical line, means a person who is not an Authorised Person or an Instructed Person for the electrical line.                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

## 3. REFERENCES

Electrical Safety Regulation 2013: Part 5 - Overhead and Underground Electric Lines

Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines

Work Health and Safety Act 2011

Work Health and Safety Regulation 2011

**Energex:** Safety Advice Request Form

**Ergon Energy:** Safety Advice Request Form

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

### Disclaimer

This document refers to various standards, guidelines, calculations, legal requirements, technical details and other information and is not an exhaustive list of all safety matters that need to be considered.

Over time, changes in industry standards and legislative requirements, as well as technological advances and other factors relevant to the information contained in this document, may affect the accuracy of the information contained in this document. Whilst care is taken in the preparation of this material, Energex and Ergon Energy do not guarantee the accuracy and completeness of the information. Accordingly, caution should be exercised in relation to the use of the information in this document.

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# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

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## 4. ABOUT THIS GUIDE

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

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

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

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

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

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

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

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

# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

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

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

### 4.2.1 Work near overhead electric lines

Where a risk assessment has been conducted and control measures implemented in accordance with requirement of Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines and Electricity Entity Requirements (this document) and it has identified that exclusion zones from overhead electric lines cannot be maintained, the person, worker or PCBU is then required to contact Electricity Entity and request written Safety Advice (refer Section 4.3 below).

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

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

### 4.2.2 Exclusion Zones

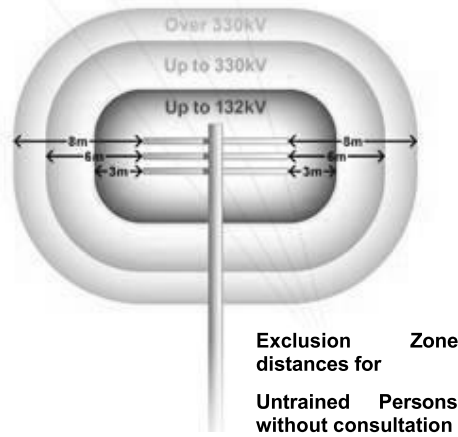
An exclusion zone is a safety envelope around an overhead electric line. No part of a worker, operating plant or vehicle should enter an exclusion zone while the overhead electric line is energised (live).

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

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

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

# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines



**Exclusion Zone - Untrained Person (distances in mm)**

| Nominal phase to phase voltage of electric line              | Untrained Person             |                 |                    |
|--------------------------------------------------------------|------------------------------|-----------------|--------------------|
|                                                              | Person                       | Operating Plant | Operating Vehicles |
| Insulated LV: Consultation with and verified by the Entity   | No exclusion zone prescribed | 1000            | 300                |
| LV with NO consultation with Electricity Entity              | 3000                         | 3000            | 600                |
| LV With consultation with Electricity Entity                 | 1000                         |                 | 900                |
| >LV up to 33 kV with NO consultation with Electricity Entity | 3000                         |                 |                    |
| LV up to 33 kV with consultation with Electricity Entity     | 2000                         |                 | 2100               |
| >33 kV up to 132 kV                                          | 3000                         | 6000            | 2900               |
| >132 kV up to 220 kV                                         | 4500                         |                 |                    |
| >220 kV up to 275 kV                                         | 5000                         |                 |                    |
| >275 kV up to 330 kV                                         | 6000                         |                 | 3400               |

(information extracted from Electrical Safety Regulation 2013 Schedule 2)

# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

## Exclusion Zone - Instructed Person and Authorised Person (distances in mm)

| Nominal phase to phase<br>Voltage of electric line         | Instructed Person (IP) & Authorised Person (AP) |                                                                     |                              |
|------------------------------------------------------------|-------------------------------------------------|---------------------------------------------------------------------|------------------------------|
|                                                            | AP and IP                                       | Operating Plant with Safety Observer or another Safe System of work | Operating of Vehicles        |
| Insulated LV: Consultation with and verified by the Entity | No exclusion zone prescribed                    | No exclusion zone prescribed                                        | No exclusion zone prescribed |
| LV                                                         | No exclusion zone prescribed                    | 1000                                                                | 600                          |
| >LV up to 33 kV                                            | 700                                             | 1200                                                                | 700                          |
| >33 kV up to 50 kV                                         | 750                                             | 1300                                                                | 750                          |
| >50 kV up to 66 kV                                         | 1000                                            | 1400                                                                | 1000                         |
| >66 kV up to 110 kV                                        |                                                 | 1800                                                                |                              |
| >110 up to 132                                             | 1200                                            |                                                                     | 1200                         |
| >132 kV up to 220 kV                                       | 1800                                            | 2400                                                                | 1800                         |
| >220 kV up to 275 kV                                       | 2300                                            | 3000                                                                | 2300                         |
| >275kV up to 330kV                                         | 3000                                            | 3700                                                                | 3000                         |

(information extracted from Electrical Safety Regulation 2013 Schedule 2)

### 4.2.3 Work near underground electrical lines (underground electrical assets)

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

### 4.3. Obtaining Safety Advice

To obtain written Safety Advice where identified as being required in Section 4.2.1 above, complete the Safety Advice Request Form which is accessible via the Electricity Entity website:

**Energex:** [Safety Advice Request Form](#)

**Ergon Energy:** [Safety Advice Request Form](#)

# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

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

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

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

## 4.4. Authorised Person and how to become one?

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

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

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

An ‘Authorised Person’ Electrical **must not**:

- a. confirm the insulation properties of Ergon Energy Network or Energex electric lines;
- b. work on or have direct contact with the works of an electricity entity (the works of Ergon Energy Network or Energex) including the entities’ electrical lines, electrical installations, electrical equipment or other entity infrastructure unless specifically approved;
- c. replace a blown low voltage (**LV**) fuse after loss of supply to a customer’s connection;
- d. reinstate an LV service fuse that has been removed by Ergon Energy Network or Energex;
- e. alter, remove or relocate an Ergon Energy Network or Energex overhead LV service line or LV pillar connection;
- f. perform LV isolation within locked Ergon Energy Network or Energex assets;
- g. perform unauthorised work within locked Ergon Energy Network or Energex assets; or
- h. climb Ergon Energy Network or Energex electricity poles or other infrastructure.

An Authorised Person’ Electrical **is approved** to undertake the following activities:

- i. work on or near the point of attachment of Ergon Energy’s or Energex’s termination;
- j. remove and replace LV service fuses when required to isolate a service line to eliminate the exclusion zone around the LV service line, or to work on the Customer’s consumer mains or switchboard;
- k. isolate a Customer’s LV service line at an underground pillar or service pole by removing a fuse wedge(s) from a service line, in accordance with electricity industry practices; or

# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

- I. Safety Observing under schedule 2 of the *Electrical Safety Regulation 2013 (Qld)* for the operation of operating plant, after receiving appropriate training to perform the role.

An 'Authorised Person' Non-Electrical **must not**:

- a. confirm the insulation properties of Ergon Energy Network or Energex electric lines;
- b. work on or have direct contact with the works of an electricity entity (the works of Ergon Energy Network or Energex) including the entities' electrical lines, electrical installations, electrical equipment or other entity infrastructure unless specifically approved; or
- c. climb Ergon Energy Network or Energex electricity poles or other infrastructure.

An 'Authorised Person Non-Electrical' **is approved** to undertake the following activities:

- d. Safety Observing under schedule 2 of the *Electrical Safety Regulation 2013 (Qld)* for the operation of operating plant, after receiving appropriate training to perform the role.

## Websites

**Energex:** [Authorised person | Energex](#)

**Ergon Energy:** [Authorised person | Ergon Energy](#)

## 4.5. Contacting Electricity Entity for Safety Advice or Authorised Person Enquiries

**By phone:** Call Electricity Entity on General Enquiries phone number:

### Energex:

- General Enquiries - ph 13 12 53

### Ergon Energy:

- General Enquiries - ph 13 74 66

### **By email**

**Authorised Persons:** [AuthorisedPerson@energyq.com.au](mailto:AuthorisedPerson@energyq.com.au)

**Safety Advice:** [SafetyAdvice@energyq.com.au](mailto:SafetyAdvice@energyq.com.au)

## Websites

**Energex:** [Safety advice | Energex](#)

**Ergon Energy:** [Safety advice | Ergon Energy](#)

## 5. OVERHEAD ELECTRIC LINES

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

| Category of work |                  | Description                                                    | Costing arrangement   |
|------------------|------------------|----------------------------------------------------------------|-----------------------|
| Safety Advice    | Base information | Provide Safety Advice<br>(Can only be performed by the Entity) | Nil cost to customer. |

# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

| Category of work                         |                                                                                                                            | Description                                                                                                                                                                                                                                                                                                                                                 | Costing arrangement                                                                                                                                                                                 |
|------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>LV Service isolation</b>              | 1. Isolation carried out by customer's electrical contractor                                                               | Isolation of overhead or underground service by removal of the service fuse(s).<br>(Preferred option to isolate supply and eliminate the exclusion zone).                                                                                                                                                                                                   | No involvement by the Electricity Entity.<br>May be a cost charged by the customer's electrical contractor.                                                                                         |
|                                          | 2. Isolation carried out by Electricity Entity                                                                             | Customer requested isolation of overhead or underground service by removal of the service fuse(s)<br>or<br>Customer requested physical disconnection and reconnection of overhead or underground service.                                                                                                                                                   | <b>Cost to customer.</b>                                                                                                                                                                            |
| <b>Insulation integrity verification</b> | 3. Verification of insulation integrity to reduce exclusion zone to no exclusion zone prescribed e.g. no contact permitted | Verification of insulation integrity to classify as insulated service - Insulation integrity can only be verified at the time of inspection - visual inspection is required before confirmation in all cases. When service insulation integrity verified - no exclusion zone prescribed e.g. no contact permitted.<br>(Can only be performed by the Entity) | <b>Cost to customer.</b>                                                                                                                                                                            |
| <b>Service replacement</b>               | 4. Open wire service, service fuse(s) at house/building                                                                    | Replacement of service with new XLPE service cable and service fuse(s) installed at origin (pole end) of service to allow isolation of service.<br>Insulation integrity can be verified for new XLPE services at the time of installation - visual inspection is required before confirmation.                                                              | <b>Nil cost to customer</b> for service replacement.<br>Customer responsible for necessary installation, Mains Connection Box and service support bracket upgrade and associated costs if required. |

# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

| Category of work      |                                                                                                                | Description                                                                                                                                                                                                                                                                                                                                                                                                                                | Costing arrangement                                                                                                                                                                                        |
|-----------------------|----------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                       |                                                                                                                | <p>Service installations where:</p> <ul style="list-style-type: none"> <li>a. the consumer's mains cannot be insulated and an exclusion zone must be maintained, and</li> <li>b. the service cannot be isolated at the service fuse.</li> </ul> <p>Service to be isolated by breaking the service cable connection to the LV mains at the pole. Service fuse(s) to be installed at origin (pole end) of service prior to reconnection.</p> | <p><b>Nil cost to customer</b> for first disconnection and reconnection.</p> <p><b>Cost to customer</b> for subsequent requests.</p>                                                                       |
|                       | 5. All other service replacements                                                                              | <p>Customer requested replacement of existing service with new XLPE service cable to classify as insulated service, in lieu of isolation, to allow work close (no exclusion zone prescribed e.g. no contact permitted). Service fuse(s) to be installed at origin (pole end) of service.</p>                                                                                                                                               | <p><b>Cost to customer</b> for service replacement.</p> <p>Customer responsible for necessary installation, Mains Connection Box and service support bracket upgrade and associated costs if required.</p> |
| <b>Tiger Tails</b>    | Installation of Tiger Tails (for visual indication only - not for providing electrical insulation of LV mains) | <p>Customer requested coverage of LV mains for visual indication only (not permitted on HV mains).</p> <p>The Entity may also fit tiger tails to LV service line for visual indication only.</p>                                                                                                                                                                                                                                           | <b>Cost to customer.</b>                                                                                                                                                                                   |
| <b>Aerial Markers</b> | Installation of aerial marker flags or rota markers (for visual indication only)                               | <p>Customer requested temporary or permanent installation of appropriate aerial marker devices on LV or HV mains.</p>                                                                                                                                                                                                                                                                                                                      | <b>Cost to customer.</b>                                                                                                                                                                                   |
| <b>Switching</b>      | Customer requested switching                                                                                   | <p>Customer requested switching to allow customer/contractor to work close (no exclusion zone prescribed e.g. no contact permitted).</p>                                                                                                                                                                                                                                                                                                   | <b>Cost to customer.</b>                                                                                                                                                                                   |

# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

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

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

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

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

## 5.2. Operating Plant

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

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

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

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



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

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

# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

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

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

## 5.3. Scaffolding Requirements

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

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

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

The scaffolding can be either:

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

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

- It shall be fitted with fully enclosed non-conductive solid barriers to prevent encroachment within exclusion zones or contact with the energised mains fully enclosed.
- The person required to erect and/or disassemble scaffolding as well as the required solid barrier affixed to the scaffolding should be an Authorised Person (approved in writing by the Electricity Entity - refer requirements of Section 1.4 of this Reference).
- A Safety Observer shall be used during performance of this work where there is a risk of encroachment within 3 m of nearby energised overhead electric lines for voltages up to 33 kV. Additional requirements may apply for voltage levels above 33 kV, contact the Electricity Entity for consultation.

# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

- Alternatively, consideration should be given to the de-energisation of the nearby electric lines where possible for the duration of this work. Additional requirements may apply for voltage levels above 33 kV, contact the Electricity Entity for consultation.
- Comply with the horizontal and vertical statutory clearances from overhead electric lines as set out in Electrical Safety Regulation 2013 Schedule 4.
- Persons are not permitted to go outside of or climb on top of the solid barrier fixed on the outside and/or top of the scaffolding.

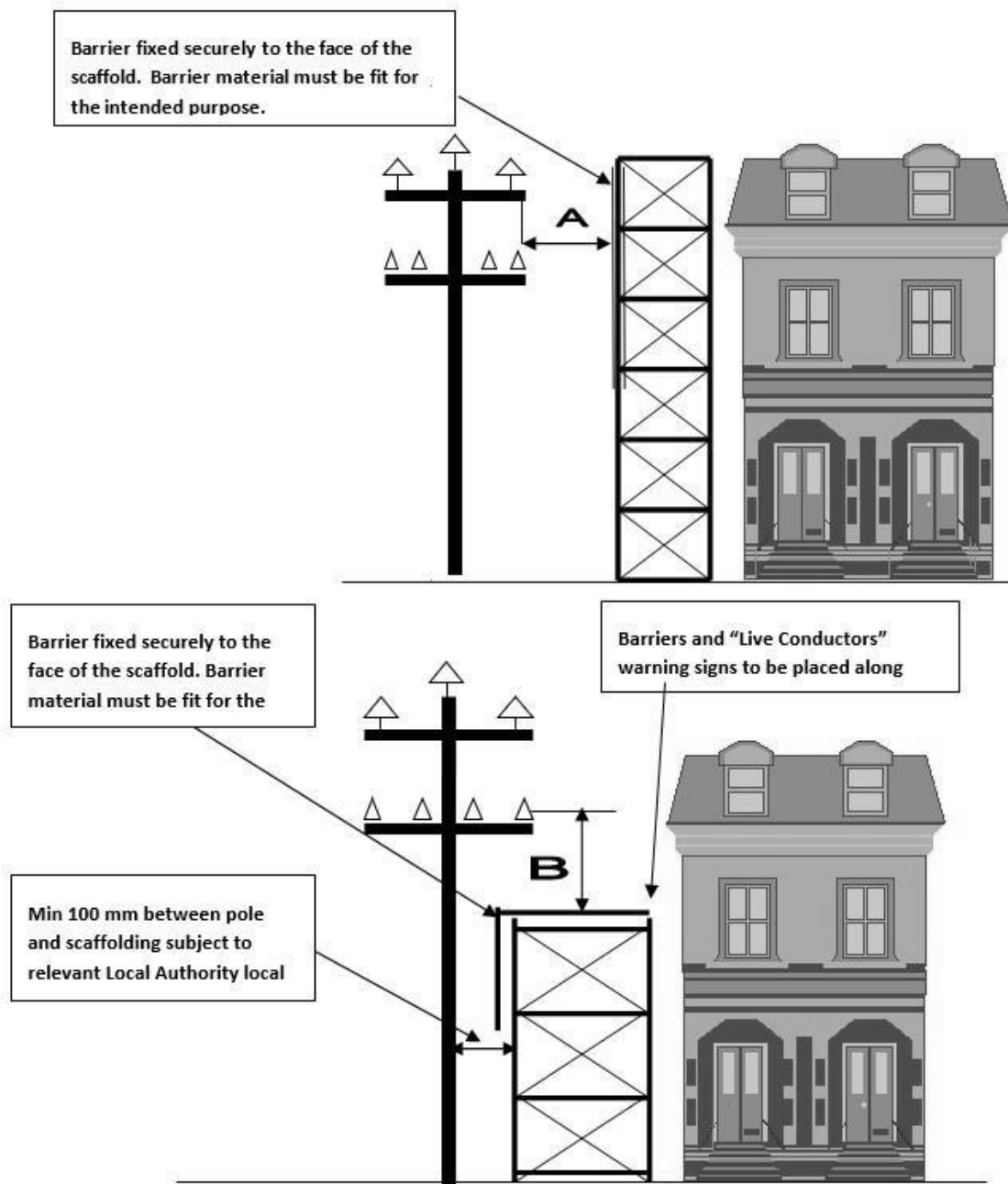
Where an insulated low voltage service line passes through the scaffolding, it should either be de-energised for duration of work or be fully enclosed by non-conductive material (e.g. form ply).

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

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

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

# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines



## 5.4. High Load transport under Overhead Electric Lines

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

**Email:** [highloads@energyq.com.au](mailto:highloads@energyq.com.au)

**Phone:** (07) 4932 7566 (7:30am to 3:00pm, Monday to Friday)

# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

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**Energex:** [Vehicles with high loads | Energex](#)

**Ergon Energy:** [Vehicles with high loads | Ergon Energy](#)

The Road Transport Operator has the overarching responsibility of transporting the load and is required to comply with the directions of the police, pilot, High Load Escort, and Energex / Ergon Energy Network.

When arranging the transporting of the high load, the Road Transport Operator shall determine the lowest practicable height that the load can be reduced to.

The Road Transport Operator is to have a Safe System of Work in place that supports the safe transportation of the High Load so as not to breach any exclusion zone to Entity powerlines or assets along the travel route.

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

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

**Energex:** [Working near powerlines | Energex](#)

**Ergon Energy:** [Working near powerlines | Ergon Energy](#)

## 6. UNDERGROUND ELECTRICAL ASSETS

### 6.1. Responsibilities When Working in the Vicinity of Electricity Entity Underground Electrical Assets

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

1. It is the responsibility of the architect, consulting Engineer, developer, and principal contractor in the project planning stages to design for minimal impact and protection of Electricity Entity underground electrical assets. The Electricity Entity will provide plans on request via BYDA showing the presence of the underground electrical assets to assist at this design stage.
2. It is the constructor's responsibility to:
  - a. Anticipate and request BYDA plans of Electricity Entity underground electrical assets for a particular location at a reasonable time before earthworks begins.
  - b. Visually locate Electricity Entity underground electrical assets by use of an electronic cable locator followed by careful non-mechanical excavation (potholing using hydrovac or hand tools) when earthworks activities may damage or interfere with Electricity Entity plant.
  - c. After completion of steps (a) and (b) above, if there is a risk of the Electricity Entity underground electrical assets being damaged or its structural integrity compromised by your planned earthworks activities, contact the Electricity Entity (General Enquiries phone number - refer page 3) for further advice.

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

3. The alignments and boundaries contained within BYDA plans and maps will sometimes differ from present alignments and boundaries “on the ground”. Accordingly, in every case, the constructor should obtain confirmation of the actual position of Electricity Entity cables and pipelines under the roadways by non-mechanical excavation (potholing using hydrovac or

# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

hand tools) when earthworks activities may damage or interfere with Electricity Entity underground electrical assets. In no case should the constructor rely on statements of third parties in relation to the position of Electricity Entity underground electrical assets.

## 6.2. Conditions of Supply of Information

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



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

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

# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

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## 6.3. When Working in the Vicinity of Electricity Entity Underground Electrical Assets, You Must Observe the Following Conditions

### 6.3.1 Records

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

### 6.3.2 Location of underground electrical assets

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

If during excavation, cables or conduits are damaged:

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

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

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

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

### 6.3.3 Remote or On-Site Cable Location conducted by Electricity Entity

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

- The Electricity Entity may provide this site visit only when underground cables (33 kV or above) are present.
- Due to remote locations where external cable locator or hydro vac service providers are not readily available, Electricity Entity may attend site and assist with cable location (fees may apply for this service).
- The Electricity Entity may provide either remote over the phone or on-site cable location advice to assist in the location of Electricity Entity underground electrical assets, including how to visually locate and protect the plant when excavating.
- Where the Electricity Entity provides on-site cable location advice, any markings provided for the purpose of identifying cable location are for general guidance only, and the constructor

# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

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is still responsible for non-mechanical excavation (potholing using hydrovac or hand tools) to visually locate Electricity Entity underground electrical assets.

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

## 6.3.4 Electrical Cables

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

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

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

## 6.3.5 Separation from Electricity Entity underground electrical assets

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

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

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

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

# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

## Minimum Separation Requirements

| Underground Services Running Parallel with Electricity Entity Electrical Assets<br>(Minimum Separation required in mm) |               |                     |         |        |                   |         |             |
|------------------------------------------------------------------------------------------------------------------------|---------------|---------------------|---------|--------|-------------------|---------|-------------|
| Voltage Level                                                                                                          | Gas           | Communication or TV | Water   |        | Sanitary drainage |         | Storm Water |
|                                                                                                                        |               |                     | ≤DN 200 | >DN200 | ≤DN 200           | >DN 200 |             |
| LV                                                                                                                     | 300 (Ergon)   | 100                 | 500     | *1000  | 500               | 1000    | 500         |
| HV                                                                                                                     | 250 (Energex) | 300                 |         |        |                   |         |             |
| *Contact your local utility/council to obtain specific separation distances                                            |               |                     |         |        |                   |         |             |

| Underground Services Crossing Electricity Entity Electrical Assets<br>(Minimum Separation required in mm) |     |                     |       |                   |             |
|-----------------------------------------------------------------------------------------------------------|-----|---------------------|-------|-------------------|-------------|
| Voltage Level                                                                                             | Gas | Communication or TV | Water | Sanitary drainage | Storm Water |
| LV                                                                                                        | 100 | 100                 | 300   | 300               | 100         |
| HV                                                                                                        |     |                     |       |                   |             |

### Notes:

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

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

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

**Energex:** [Working near powerlines | Energex](#)

**Ergon Energy:** [Working near powerlines | Ergon Energy](#)

# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

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## 7. EXCAVATION

### 7.1. Excavating near Poles and Stay Wires

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

- Excavation and trenching work undertaken by a person, worker or PCBU in the vicinity of poles and stay foundations shall:
  - only be commenced after requirements of Section 3 have been complied with for any underground electrical assets located within the work site.
  - upon completion of excavation and site earthworks do not restrict the Electricity Entity vehicle access to pole site for purpose of carrying out maintenance activities.
  - comply with exclusion zones as detailed in the Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines.
  - not be attempted:
    - within 5 m (horizontal distance) of **pole stays** where the excavation depth is greater than 250 mm before contacting the Electricity Entity to determine requirements.
    - within 5 m (horizontal distance) of Electricity Entity poles with earth leads or cables running down into the ground before contacting the Electricity Entity to determine requirements.
    - within “Do Not Disturb” zone of pole prior to a certified engineering assessment having been completed by a Registered Professional Engineer Queensland, and then reviewed and approved by the Electricity Entity before proceeding with work. Approval by the Electricity Entity shall not relieve the PCBU of its duties to perform the work in a safe and proper manner and in accordance with all applicable legislation.
    - if the soil is exceedingly wet (saturated) or there is more than minimal wind loading unless additional pole support is provided in accordance with certified engineering assessment and approved by Electricity Entity.
    - when a severe weather event is occurring or expected (e.g. severe weather warning has been issued by Bureau of Meteorology).
- be backfilled as soon as possible (within same day where pole is required to be supported) soil mechanically compacted in layers of 150 mm and all rock and vegetable material excluded from the backfill.
- be backfilled and pole stabilised before removal of additional support required by a certified engineering assessment are permitted to be removed.

The PCBU shall be responsible for arrangement and costs of required certified engineering assessments, approvals by other regulatory bodies (eg councils, Main Roads, pipeline owners, telecommunication owners) and placement and removal of associated pole supporting equipment.

#### **Electricity Entity poles must not be fitted with non-approved pole holding devices.**

Only approved mechanical holding devices (e.g. Proline, Borer Lifter, etc) used in accordance with a certified engineering assessment are permitted and shall be:

- only attached and removed by the Electricity Entity or persons approved by the Electricity Entity.

# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

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

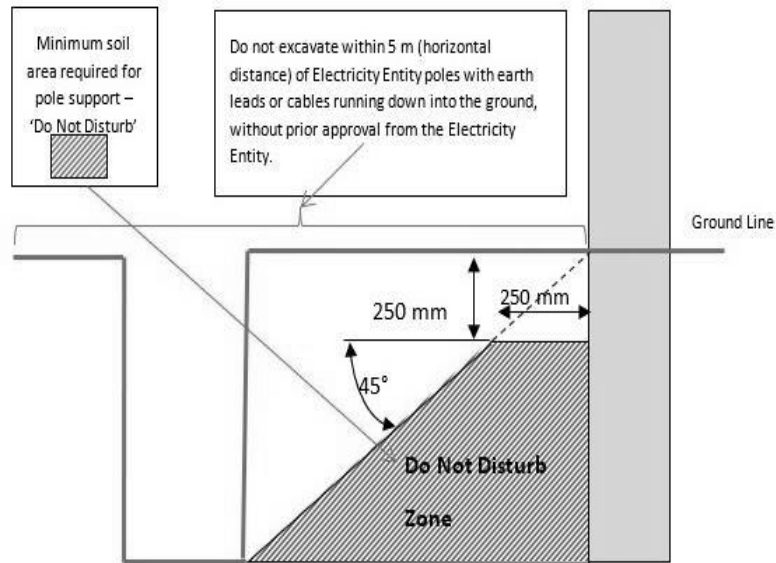


Figure 1 - Do Not Disturb Zone requirements when excavating near poles

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

## 7.1.1 Certified Engineering Assessment

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

- Ensure the stability of the Electricity Entity poles and foundations is maintained during and as a result of excavation work completed within the 'Do Not Disturb' zone.
- Include detailed design drawing of pole support method.
- Be completed and certified by a Registered Professional Engineer Queensland.
- Consider and address the following key points as a minimum:
  - Pole loading (vertical and lateral) including line deviation angles, direction of lean (towards or away from resultant loading)

# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

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- Direction of pole lean.
- Pole inspection (conducted to meet the Electricity Entity's requirements at customer cost)
- Pole foundation depth
- Proximity of excavation in relation to pole
- Soil condition
- Proposed shoring methods as well as installation and removal process
- Duration and staging of work
- Requirement to independently support pole during work
- Proximity of existing adjacent underground services and excavations
- Proposed backfilling and reinstatement method
- Monitoring and engineering/ geotechnical supervision during excavation work progress
- Other equipment attached to pole (e.g. underground cables, transformer, ACR, ABS.) must be taken into consideration and in some circumstances will prevent the pole being supported.

## 7.2. Excavating Near Underground Electrical Assets

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

### 7.2.1 Excavating Parallel to Underground Electrical Assets

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

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

### 7.2.2 Excavating Across Underground Electrical Assets

Refer Minimum Separation Requirements table in Section 6.3.5 of this document for distances that shall be maintained to prevent inadvertent contact with or damage to underground electrical assets. If the width or depth of excavation is such that the Electricity Entity cables will be unsupported, contact Electricity Entity (General Enquiries phone number - refer page 3) for further advice. In no case shall a cable cover be removed without approval. A cable cover may only be replaced under the supervision of an Electricity Entity officer. Protective cover strips when removed must be replaced under Electricity Entity supervision. Under no circumstances shall protective cover strips be omitted to achieve the minimum separation distance required between Electricity Entity cables and other underground services.

### 7.2.3 Heavy Machinery Operation Over Underground Electrical Assets

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

# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

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## 7.2.4 Directional Boring Near Underground Electrical Assets

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

## 7.2.5 Hydro Vac Operation

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

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

## 7.3. Blasting

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

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

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

## 8. REPORTING DAMAGE CAUSED TO OVERHEAD OR UNDERGROUND ELECTRIC LINES

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

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

# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

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## 9. INFRASTRUCTURE NEAR ELECTRIC LINES

### 9.1. Easements and Wayleaves

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

#### 9.1.1 What is an Electricity Easement?

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

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

#### 9.1.2 Why are easements necessary?

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

#### 9.1.3 How do I know if there are easements on my property?

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

#### 9.1.4 Who owns the land the easement is on?

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

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

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

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

# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

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## 9.1.6 Who is responsible for maintenance of easement area?

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

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

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

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

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

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

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

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

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

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

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

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

## 9.2. Contact Electricity Entity when planning construction work near electric lines

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

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

We advise not to build **under** or **near** powerlines or add to a structure under or near powerlines. This can cause exclusion zones to be encroached, which may endanger others now and in the future. Please note obligations under section 30 of the Electrical Safety Act 2002 and sections 68 of the Electrical Safety Regulation 2013.

# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

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There is an obligation to notify the Electricity Entity, before any work starts, where work is likely to involve a building or other structure coming within clearance requirements for an overhead or underground electric line.

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

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

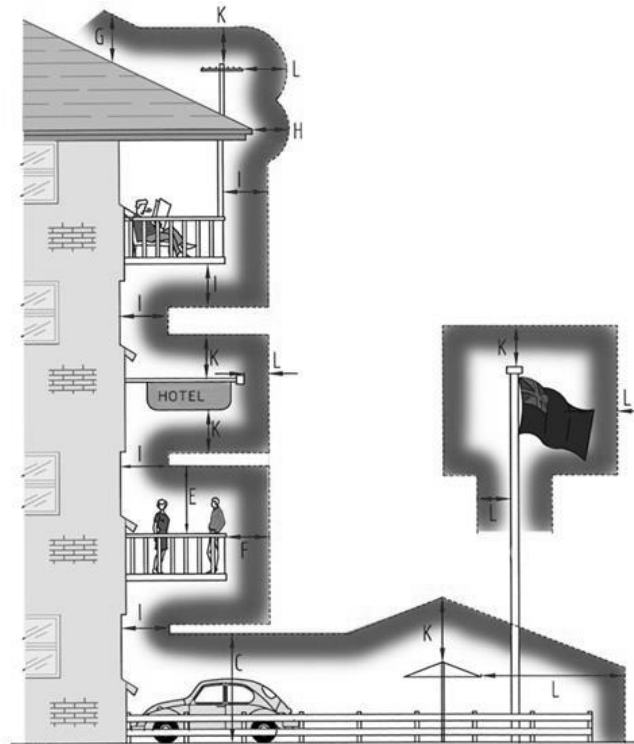
**NOTE:** Do not assume that your local council approval is sufficient approval for you to proceed with your work. The local council may not check whether or not your proposed construction work will comply with the Electricity Entity's statutory clearance requirements.

## 9.3. What clearances must be maintained once construction work is completed?

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

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

# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines



| CODE | LOCATION | DIRECTION | INSULATED CABLE (ABC) (Note 1) | BARE | MORE THAN 1000 VOLTS BUT NOT MORE THAN 33kV |
|------|----------|-----------|--------------------------------|------|---------------------------------------------|
|------|----------|-----------|--------------------------------|------|---------------------------------------------|

## MINIMUM CLEARANCE FROM ROADS, GROUND, OR BOUNDARIES

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

## MINIMUM CLEARANCE FROM STRUCTURES AND BUILDINGS

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

### NOTE:

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

# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

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

| <b><i>What is PERMITTED around Electricity Entity overhead or underground electric lines</i></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b><i>What is NOT PERMITTED around Electricity Entity overhead or underground electric lines</i></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>✓ Erection of fences to a maximum height of 2.4 m is generally acceptable, provided they do not affect access to, and work on, the poles, electric lines and/or cables. Trees, shrubs and plants should be located clear of vehicle access.<br/><b>Note:</b> Maximum Growth Height of 3 m.</li> <li>✓ Clothes hoists and barbecues should be located clear of the vehicle access way.<br/><b>Note:</b> Maximum Height 2.5 m.</li> <li>✓ Installation of underground utility services, such as low voltage electricity, gas, telephone and water, is generally acceptable, subject to clearances from Electricity Entity poles and supporting structures, and underground electric mains.</li> <li>✓ Excavating, filling and altering of nearby land may be acceptable but full details need to be provided to the Electricity Entity for assessment.</li> <li>✓ Vehicles, mobile plant and equipment within the easement area need to maintain the minimum statutory clearances distances from overhead electric lines. Normal farming, grazing and other agricultural activities can be carried out. Take care when ploughing or operating mobile machinery or irrigation equipment near Electricity Entity's equipment.</li> <li>✓ Parking of vehicles, trucks, trailers, etc. is normally allowed.<br/><b>Note:</b> Maximum Load and Aerial Height of 4 m. Barriers of an approved design (e.g. bollards) may be required to protect poles from vehicle contact damage. Heavy vehicle or operating plant crossings may need a protective concrete cover to ensure underground cables are not damaged.</li> </ul> | <ul style="list-style-type: none"> <li>✗ Build houses, sheds, garages or other large structures. Building of roofed/unroofed verandas, swimming pools and pergolas are generally not acceptable.</li> <li>✗ Flying kites or model aircraft within the easement.</li> <li>✗ Driving fence posts or stakes into ground within easements where there is underground cabling.</li> <li>✗ Storing liquids such as petrol, diesel fuel, or any flammable or combustible material that will burn.</li> <li>✗ Installing lighting poles.</li> <li>✗ Stockpiling soil or garbage within the easement.</li> <li>✗ Planting trees in large quantities that could create a fire hazard or that grow in excess of the approved maximum height of 3 m.</li> <li>✗ Storing or using explosives.</li> <li>✗ Residing in or occupying any caravan or mobile home within an easement.</li> <li>✗ Placing obstructions within the vicinity of any Electricity Entity assets (e.g. power pole, overhead electric line, equipment or pole stay) that impede access to or work on these assets.</li> </ul> |

# Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

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## 9.4. What about Electric and Magnetic Fields?

The Electricity Entity operates its electric lines within the current guidelines set by the National Health and Medical Research Council for exposure to 50/60 hertz electric and magnetic fields (EMF) and is mindful of some community concern about such fields and health. Contact the Electricity Entity (General Enquiries phone number - refer page 3). Alternatively, further information can be sourced from:

Energy Networks Association (ENA) brochure - "Electric and Magnetic Fields - What We Know", January 2014

[http://www.ena.asn.au/sites/default/files/emf-what-we-know-jan-2014-final\\_1\\_1.pdf](http://www.ena.asn.au/sites/default/files/emf-what-we-know-jan-2014-final_1_1.pdf)

Australian Radiation Protection and Nuclear Safety Agency (ARPANSA) brochure - "Electricity and Health", May 2011

[http://www.arpansa.gov.au/RadiationProtection/Factsheets/is\\_electricity.cfm](http://www.arpansa.gov.au/RadiationProtection/Factsheets/is_electricity.cfm)

**Referral**  
**272419520****Member Phone**  
**1800 687 626**

## Responses from this member

**Response received** Wed 6 May 2026 9.56am

| File name                                        | Page |
|--------------------------------------------------|------|
| Response Body                                    | 66   |
| 272419520_20260505_235608647033_1.pdf            | 67   |
| 4678_NBN_Dial_Before_You_Dig_Poster_20170517.pdf | 70   |
| Disclaimer_272419520_20260505_235608647033.pdf   | 72   |

Hi Chantel Priddey,

Please find attached the response to your DBYD referral for the address mentioned in the subject line.

The location shown in our DBYD response is assumed based off the information you have provided. If the location shown is different to the location of the excavation then this response will consequently be rendered invalid.

Take the time to read the response carefully and note that this information is only valid for 28 days after the date of issue.

If you have any further enquiries, please do not hesitate to contact us.

Regards,

Network Services and Operations

NBN Co Limited

P: 1800626329

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

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

#### Confidentiality and Privilege Notice

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Please Do Not Reply To This Mail

**To:** Chantel Priddey  
**Phone:** Not Supplied  
**Fax:** Not Supplied  
**Email:** chantel@prioritylegalservices.com.au

|                                   |                                              |                                                                                                                                                                                   |
|-----------------------------------|----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Dial before you dig Job #:</b> | 53071878                                     |  <b>BEFORE<br/>YOU DIG</b><br><small>www.byda.com.au</small><br><b>Zero Damage - Zero Harm</b> |
| <b>Sequence #</b>                 | 272419520                                    |                                                                                                                                                                                   |
| <b>Issue Date:</b>                | 05/05/2026                                   |                                                                                                                                                                                   |
| <b>Location:</b>                  | 48 Gaffel St , Svensson Heights , QLD , 4670 |                                                                                                                                                                                   |

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



## LEGEND



|       |                                                                                                                                                                                                                                              |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|       | Parcel and the location                                                                                                                                                                                                                      |
|       | Pit with size "5"                                                                                                                                                                                                                            |
|       | Power Pit with size "2E".<br>Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null.                                                                                                                                                               |
|       | Manhole                                                                                                                                                                                                                                      |
|       | Pillar                                                                                                                                                                                                                                       |
|       | Cable count of trench is 2.<br>One "Other size" PVC conduit (PO) owned by Telstra (-T-), between pits of sizes, "5" and "9" are 25.0m apart.<br>One 40mm PVC conduit (P40) owned by NBN, between pits of sizes, "5" and "9" are 20.0m apart. |
|       | 2 Direct buried cables between pits of sizes, "5" and "9" are 10.0m apart.                                                                                                                                                                   |
|       | Trench containing any INSERVICE/CONSTRUCTED (Copper/RF/Fibre) cables.                                                                                                                                                                        |
|       | Trench containing only DESIGNED/PLANNED (Copper/RF/Fibre/Power) cables.                                                                                                                                                                      |
|       | Trench containing any INSERVICE/CONSTRUCTED (Power) cables.                                                                                                                                                                                  |
|       | Road and the street name "Broadway ST"                                                                                                                                                                                                       |
| Scale | 0 20 40 60 Meters<br><br>1:2000<br>1 cm equals 20 m                                                                                                                                                                                          |





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

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

## Practice safe work habits

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



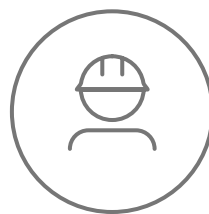
**Plan:** Plan your job by ensuring the plans received are current and apply to the work to be performed. Also check for any visual cues that may indicate the presence of services not covered in the DBYD plans.



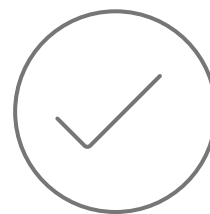
**Prepare:** Prepare for your job by engaging a DBYD Certified Plant Locator to help interpret plans and identify on-site assets. Contact **nbn** should you require further assistance.



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

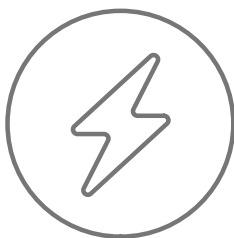


**Protect:** Protecting and supporting the exposed **nbn** underground asset is the responsibility of the worker. Exclusion zones for **nbn** assets are clearly stated in the plan and appropriate controls must be implemented to ensure that encroachment into the exclusion zone by machinery or activities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

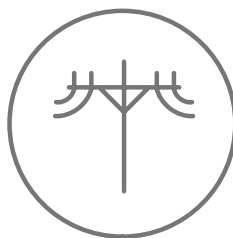


**Proceed:** Proceed only when the appropriate planning, preparation, potholing and protective measures are in place.

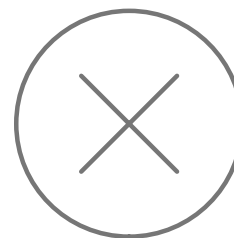
# Working near **nbn**<sup>TM</sup> cables



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



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



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

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

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

## Contact

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

### Disclaimer

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

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

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**To:** Chantel Priddey  
**Phone:** Not Supplied  
**Fax:** Not Supplied  
**Email:** chantel@prioritylegalservices.com.au

|                                            |                                              |                                                                                     |
|--------------------------------------------|----------------------------------------------|-------------------------------------------------------------------------------------|
| <b>Before You Dig<br/>Australia Job #:</b> | 53071878                                     |  |
| <b>Sequence #</b>                          | 272419520                                    |                                                                                     |
| <b>Issue Date:</b>                         | 05/05/2026                                   |                                                                                     |
| <b>Location:</b>                           | 48 Gaffel St , Svensson Heights , QLD , 4670 |                                                                                     |

## Information

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

| <b>nbn™ Assets</b>    | <b>Search Results</b> |
|-----------------------|-----------------------|
| <b>Communications</b> | Asset identified      |
| <b>Electricity</b>    | No assets             |

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

## Location of **nbn™** Underground Assets

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

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

We thank you for your enquiry and appreciate your continued use of the Before You Dig Australia Service. For any enquiries related to moving assets or Planning and Design activities, please visit the **nbn Commercial Works** website to complete the online application form. If you are planning to excavate and require further information, please email [dbyd@nbnc.com.au](mailto:dbyd@nbnc.com.au) or call 1800 626 329.

#### Notes:

1. You are now aware that there are **nbn™** Facilities in the vicinity of the above property that could be damaged as a result activities carried out (or proposed to be carried out) by you in the vicinity of the Location.
2. You should have regard to section 474.6 and 474.7 of the *Criminal Code Act 1995* (CoA) which deals with the consequences of interfering or tampering with a telecommunications facility. Only persons authorised by **nbn** can interact with **nbn's** network facilities.
3. Any information provided is valid only for **28 days** from the date of issue set out above.

## Referral Conditions

The following are conditions on which **nbn** provides you with the Indicative Plans. By accepting the plans, you are agreeing to these conditions. These conditions are in addition, and not in replacement of, any duties and obligations you have under applicable law.

1. **nbn** does not accept any responsibility for any inaccuracies of its plans including the Indicative Plans. You are expected to make your own inquiries and perform your own investigations (including engaging appropriately qualified plant locators, e.g BYDA Certified Locators, at your cost to locate **nbn™** Facilities during any activities you carry out on site).
2. You acknowledge that **nbn** has specifically notified you above that the Indicative Plans are likely to be more accurate in showing location of fibre optics and telecommunications cables than power cables. There may be a variation between the line depicted on the Indicative Plans and the location of any power cables.
3. You should not assume that **nbn™** Facilities follow straight lines or are installed at uniformed depths

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

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

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

| State/Territory | Documents                                                                                        |
|-----------------|--------------------------------------------------------------------------------------------------|
| National        | Work Health and Safety Act 2011                                                                  |
|                 | Work Health and Safety Regulations 2011                                                          |
|                 | Safe Work Australia - Working in the Vicinity of Overhead and Underground Electric Lines (Draft) |
|                 |                                                                                                  |

|            |                                                            |
|------------|------------------------------------------------------------|
|            | Occupational Health and Safety Act 1991                    |
| <b>NSW</b> | Electricity Supply Act 1995                                |
|            | Work Cover NSW - Work Near Underground Assets Guide        |
|            | Work Cover NSW - Excavation Work: Code of Practice         |
| <b>VIC</b> | Electricity Safety Act 1998                                |
|            | Electricity Safety (Network Asset) Regulations 1999        |
| <b>QLD</b> | Electrical Safety Act 2002                                 |
|            | Code of Practice for Working Near Exposed Live Parts       |
| <b>SA</b>  | Electricity Act 1996                                       |
| <b>TAS</b> | Tasmanian Electricity Supply Industry Act 1995             |
| <b>WA</b>  | Electricity Act 1945                                       |
|            | Electricity Regulations 1947                               |
| <b>NT</b>  | Electricity Reform Act 2005                                |
|            | Electricity Reform (Safety and Technical) Regulations 2005 |
| <b>ACT</b> | Electricity Act 1971                                       |

Thank You,

**nbn BYDA**

Date: 05/05/2026

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**Referral**  
**272419524****Member Phone**  
**1800 653 935**

## Responses from this member

**Response received** Wed 6 May 2026 9.56am

| File name                               | Page |
|-----------------------------------------|------|
| Response Body                           | 77   |
| 272419524.pdf                           | 78   |
| AccreditedPlantLocators 2025-01-08a.pdf | 79   |
| Telstra Duty of Care v32.0c.pdf         | 80   |
| Telstra Map Legend v4_0c.pdf            | 82   |

**Attention:** Chantel Priddey

**Site Location:** 48 Gaffel St, Svensson Heights, QLD 4670

**Your Job Reference:** 48 Gaffel St

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

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

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

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

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

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

Please note:

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

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

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

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

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

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

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

Please note that:

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

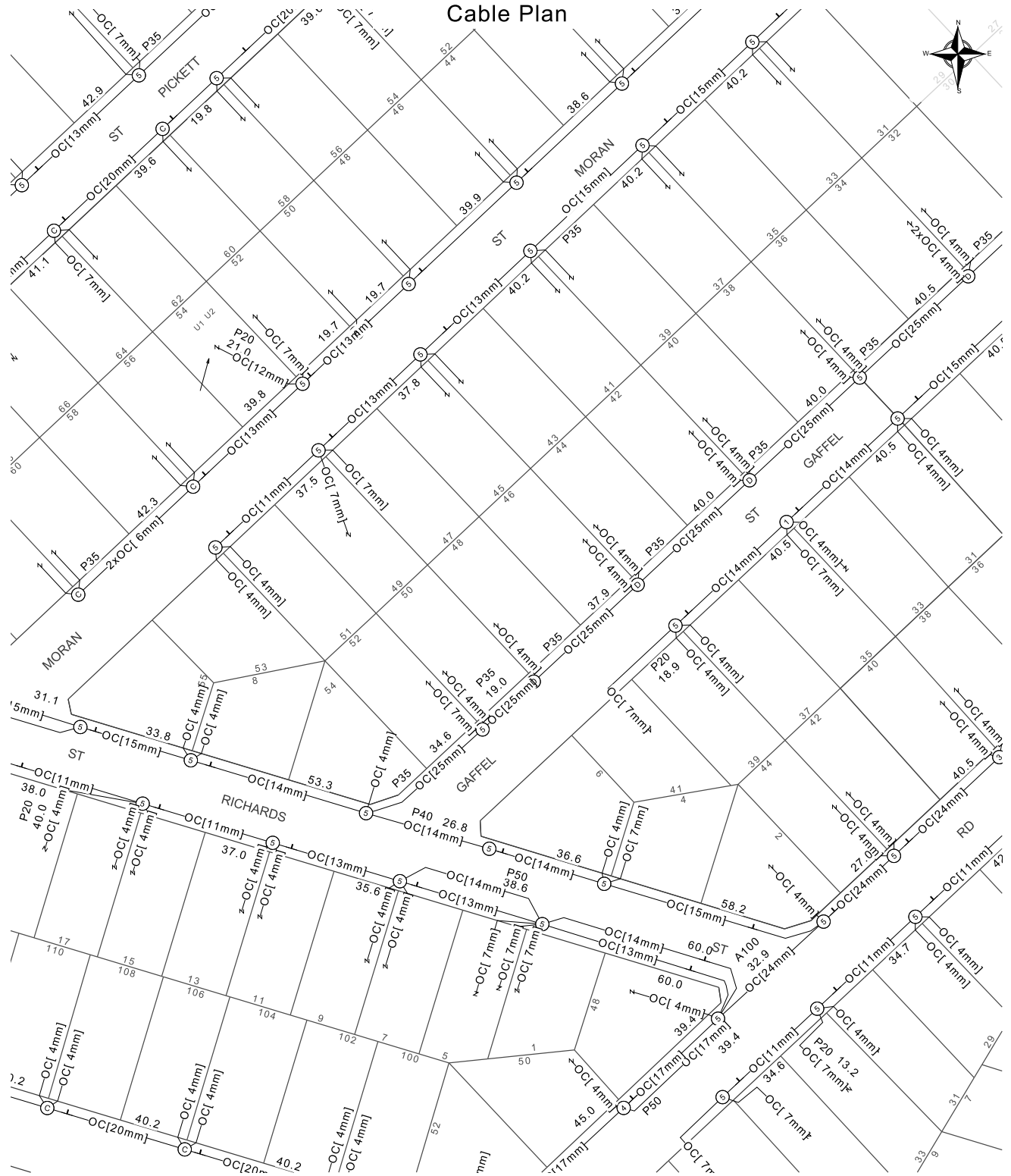
Telstra's plans contain Telstra's confidential information and are provided on the basis that they are used solely for identifying the location or vicinity of Telstra's infrastructure to avoid damage to this infrastructure occurring as part of any digging or other excavation activity. You must not use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

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

*(See attached file: Telstra Map Legend v4\_0c.pdf)*

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

*(See attached file: 272419524.pdf)*



Sequence Number: 272419524

TELSTRA LIMITED A.C.N. 086 174 781

Generated On 06/05/2026 09:53:26

WARNING  
Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information.

Telstra plans and location information conform to Quality Level D of the Australian Standard AS 3488-Classification of Spatial Data. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D.

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Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing the assets. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy.

Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy. Further on site investigation is required to validate the exact location of Telstra plant prior to commencing construction work.

A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the asset is protected during construction works.

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



## Before you Dig Australia – BEST PRACTISE GUIDES

### The five Ps of safe excavation

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

### OPENING ELECTRONIC MAP ATTACHMENTS –

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

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



DWF Map Files (all sizes over A3)

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



PDF Map Files (max size A3)

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



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



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

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

Ph: 13 22 03

If you receive a message asking for a phone or account number say:

“I don’t have one” then say “Report Damage” then press 1 to speak to an operator.



Telstra New Connections / Disconnections  
13 22 00



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

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

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



Telstra Aerial Assets Group (overhead network)  
1800 047 909



CERTLOC Certified Locating Organisation (CLO)

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

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

# Before You Dig Australia

## Think before you dig

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

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

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

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

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

# Disclaimer and legal details



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

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

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

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

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

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

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

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

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

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

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

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

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

## Data Extraction Fees

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

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

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

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

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

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

Workers and equipment must maintain safety exclusion zones around power lines

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

## Privacy Note

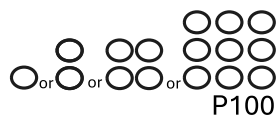
Your information has been provided to Telstra by BYDA to enable Telstra to respond to your BYDA request. Telstra keeps your information in accordance with its privacy statement. You can obtain a copy at [www.telstra.com.au/privacy](http://www.telstra.com.au/privacy) or by calling us at 1800 039 059 (business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

## LEGEND

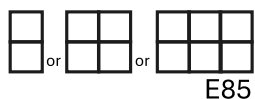


|             |                                                                                   |
|-------------|-----------------------------------------------------------------------------------|
|             | <b>Lead-in terminates at a Customer Address</b>                                   |
|             | <b>Exchange</b><br>Major Cable Present                                            |
|             | <b>Pillar / Cabinet</b><br>Above ground Free Standing                             |
|             | <b>Above ground Complex Equipment</b><br>Please note: Powered by 240v electricity |
| <b>OC</b>   | Other Carrier Telecommunication Cable/ Asset.<br>Not Telstra Owned                |
| <b>DIST</b> | Distribution cables in Main Cable Ducts                                           |
| <b>MC</b>   | Main Cable ducts on a Distribution Plan                                           |
|             | <b>Blocked or Damaged Duct</b>                                                    |
|             | <b>Footway Access Chamber</b><br>(can vary between 1-lid to 12-lid)               |
|             | <b>NBN Pillar</b>                                                                 |
|             | <b>Third Party Owned Network Non-Telstra</b>                                      |

|  |                                                                       |
|--|-----------------------------------------------------------------------|
|  | <b>Cable Jointing Pit</b><br>Number / Letter indicating Pit type/size |
|  | <b>Elevated Joint</b><br>(above ground joint on buried cable)         |
|  | <b>Telstra Plant in shared Utility trench</b>                         |
|  | <b>Aerial cable / or cable on wall</b>                                |
|  | <b>Aerial cable</b><br>(attached to joint use Pole e.g., Power Pole)  |
|  | <b>Marker Post Installed</b>                                          |
|  | <b>Buried Transponder</b>                                             |
|  | <b>Marker Post &amp; Transponder</b>                                  |
|  | <b>SMOF</b><br>Optical Fibre Cable Direct Buried                      |
|  | <b>Direct Buried Cable</b>                                            |
|  | <b>nbn owned network</b>                                              |

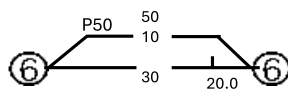


**Single to Multiple Round Conduit Configurations 1,2,4,9 respectively**  
(attached text denotes conduit type and size)

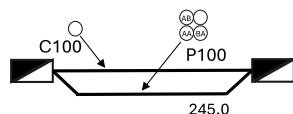


**Multiple Square Conduit configurations 2,4,6 respectively**  
(attached text denotes conduit type and size)

### Some Examples of how to read Telstra Plans



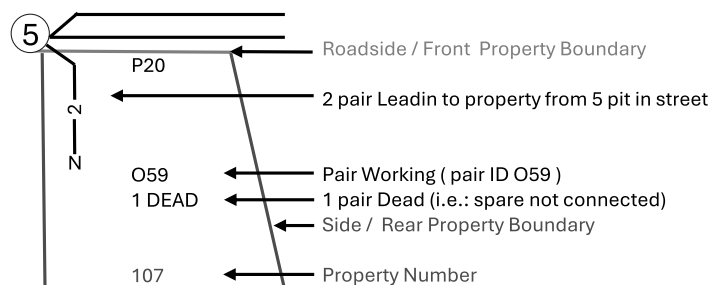
One 50mm PVC conduit (P50) containing a 50-pair and a 10-pair cable between two pits, approximately 20.0m apart, with a direct buried 30-pair cable along the same route.



Two separate conduit runs between two footway access chambers (manholes) approximately 245m apart. A nest of four 100mm PVC conduits (P100) containing assorted cables in three ducts (one being empty) and one empty 100mm concrete duct (C100) along the same route.

### Some examples of conduit type and size:

A - Asbestos cement, P - PVC / Plastic, C - Concrete, GI - Galvanised Iron, E - Earthenware  
Conduit sizes nominally range from 20mm to 100mm  
P50 50mm PVC conduit  
P100 100mm PVC conduit  
A100 100mm asbestos cement conduit



## The 5 Ps of Safe Excavation

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

### Plan

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

### Prepare

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

### Pothole

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

### Protect

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

### Proceed

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



## End of document

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

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