DATED 2021

#### TERRENCE ANTHONY RYAN

#### **VENDORS STATEMENT**

Property: 104 Moores Road, Monbulk 3793 (being Lot 14 on Plan of Subdivision 034234 and more particularly described in Certificate of Title Volume 8657 Folio 468)

Neesham White Gentle Lawyers 55 Main Street Monbulk VIC 3793 Tel: 03 9756 6254

email: admin@lawsuit.com.au Ref: JG:2021184

## Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land	104 Moores Road, Monbulk 3793 (being Lot 14 on Plan of Subdivision 034234 and more particularly described in Certificate of Title Volume 8657 Folio 468).		
Vendor's name	Terrence Anthony Ryan	Date 1315121	
Vendor's signature	T. A. Ryour		
Purchaser's name		Date / /	
Purchaser's signature			
Purchaser's name		Date / /	
Purchaser's signature			

#### 1. FINANCIAL MATTERS

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

(a)	Shire of Yarra Ranges - \$1,934.78 (which includes the Fire Services Property Levy). Yarra Valley Water - \$260.98 (not including usage). Land Tax - \$515.00. Their total does not exceed:	
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1.2 **Particulars of any Charge** (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

N/A	То	o				
Other particulars	s (including	g dates and t	imes of payme	ents):		

#### 1.3 Terms Contract

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

Not Applicable.

#### 1.4 Tenancy

The property is currently Tenanted on a month to month, basis @ \$1,890.00 pcm. A copy of the Expired Residential Tenancy Agreement is attached for reference.

#### 1.5 Sale Subject to Mortgage

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

Not Applicable.

#### 2. INSURANCE

#### 2.1 Damage and Destruction

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

Not Applicable.

#### 2.2 Owner Builder

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

Not Applicable.

#### 3. LAND USE

#### 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents, register search statement, plans and attached certificates and/or statements..

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

None to the Vendor's knowledge.		

#### 3.2 Road Access

	There is NO acces	ss to the property by re	oad if the square box is n	narked with an 'X'		
3.3	Designated Bushfi	re Prone Area				
	The land is in a de is marked with an		ne area under section 19	2A of the <i>Building A</i>	ct 1993 if the square box	$\boxtimes$
3.4	Planning Scheme					
	Attached is a certific	cate with the required	specified information.			
NO	TICES					
4.1	Notice, Order, Dec	laration, Report or R	Recommendation			
	or approved propo	osal directly and cu		nd, being a notice	rity or government departr , order, declaration, re cted to have knowledge:	
	Are contained in the	attached certificates	and/or statements.			
4.2	Agricultural Chem	icals				
	department or public ongoing use of the	c authority in relation t	to livestock disease or co ourposes. However, if this	ntamination by agric	land issued by a governr ultural chemicals affecting e details of any such noti	g the
	None to the Vendo	or's knowledge.				
4.3	Compulsory Acqui	isition				
		ny notices of intentior <i>Act</i> 1986 are as follov		en served under sec	tion 6 of the <i>Land Acquis</i>	sition
	None to the Vendo	or's knowledge.				
Part	ILDING PERMI iculars of any building residence on the land	g permit issued under	the <i>Building Act</i> 1993 in	the preceding 7 yea	ars (required only where t	here
O۷	VNERS CORPO	RATION				
This	section 6 only applie Act 2006.	es if the land is affecte	d by an owners corporati	on within the meanir	ng of the <i>Owners Corpora</i>	tions
Not	Applicable.					
GR	OWTH AREAS	INFRASTRUCT	TURE CONTRIBU	TION ("GAIC")		
	applicable.			,		
Not						
	DVICES					
SE	RVICES services which are n	narked with an 'X' in th	ne accompanying square	box are NOT conne	cted to the land:	
SE The		narked with an 'X' in th	ne accompanying square Water supply	box are NOT conne	cted to the land:	

3

9.1 (a) Registered Title

4.

5.

6.

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9.

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

#### 10. SUBDIVISION

#### 10.1 Unregistered Subdivision

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

Not Applicable.

#### 10.2 Staged Subdivision

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

Not Applicable.

#### 10.3 Further Plan of Subdivision

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

Not Applicable.

#### 11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

#### 12. DUE DILIGENCE CHECKLIST

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

Attached - Due Diligence Checklist.

#### YARRA VALLEY WATER – COMMUNITY SEWERAGE PROGRAM

Attached is relevant information and plans regarding the Yarra Valley Water – Community Sewerage Program – Monbulk, which includes information for the design and installation of the pressure sewer unit for 104 Moores Road, Monbulk. It will be the Purchasers' responsibility to continue on with the requirements by Yarra Valley Water as to the design and installation of the pressure sewer unit and relevant connection requirements. Further information may be obtained by contacting Yarra Valley Water directly or visiting <a href="https://www.yvw.com.au/monbulk">www.yvw.com.au/monbulk</a>

#### 14. ATTACHMENTS

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

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

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

- 1. Register Search Statement Volume 8657 Folio 468.
- 2. Plan of Subdivision /LP 034234.
- 3. Planning Certificate issued by the Minister for Planning.
- 4. Planning Property Report.
- 5. Yarra Valley Water Information Statement.

- 6. Yarra Valley Water Community Sewerage Program Monbulk. Pressure Sewer Unit Installation.
- 7. Due Diligence Checklist.
- 8. Expired Residential Tenancy Agreement.



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

Page 1 of 1

VOLUME 08657 FOLIO 468

Security no : 124089645576K Produced 03/05/2021 11:28 AM

#### LAND DESCRIPTION

Lot 14 on Plan of Subdivision 034234. PARENT TITLE Volume 08211 Folio 568 Created by instrument C680286 09/01/1967

#### REGISTERED PROPRIETOR

Estate Fee Simple Sole Proprietor TERRENCE ANTHONY RYAN of 104 MOORES RD MONBULK S156053V 07/10/1992

#### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AG169221Q 30/10/2008 COMMONWEALTH BANK OF AUSTRALIA

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

#### DIAGRAM LOCATION

SEE LP034234 FOR FURTHER DETAILS AND BOUNDARIES

#### ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 104 MOORES ROAD MONBULK VIC 3793

#### ADMINISTRATIVE NOTICES

NIL

eCT Control  $\,$  15940N CBA - COMMONWEALTH BANK OF AUSTRALIA Effective from 23/10/2016

DOCUMENT END

Title 8657/468 Page 1 of 1

### **Imaged Document Cover Sheet**

The document following this cover sheet is an imaged document supplied by LANDATA®, Victorian Land Registry Services.

Document Type	Plan
Document Identification	LP034234
Number of Pages	2
(excluding this cover sheet)	
Document Assembled	03/05/2021 11:30

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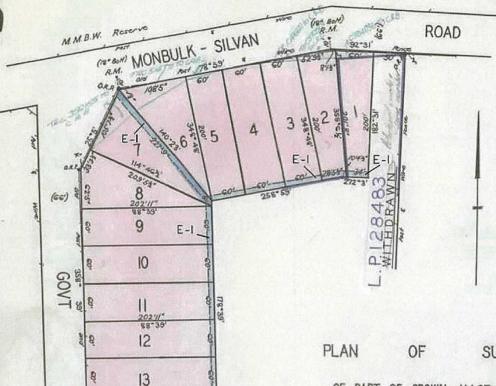
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LP 34234 EDITION I



14

ROAD

E-1-

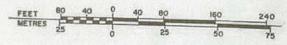
E-2-

OF SUBDIVISION

OF PART OF CROWN ALLOT, I SEC. B

PARISH OF MONBULK

COUNTY OF EVELYN



#### **DEPTH LIMITATION: 50 FEET**

Note The land coloured Blue is six feet what and is set apart for drainage purposes.

> COLOUR CODE E-I= BLUE E-2= GREEN

FOR APPROPRIATIONS, ETC. SEE BACK HEREOF

SUBDIVISIONAL CERTIFICATE OF TITLE V. 6720 F. 2/5				
FOR TITLE REFERENCES TO LOTS SEE PARCELS INDEX				
LODGED BY RIDHAY AND CO.				
DEALING No. 5030579 DATE 22/3/5/				
DECLARED BY M.M. CROVES				
ON / /5/50				
COUNCIL SHIRE OF LILYDALE				
DATE OF CONSENT 19 / 3 /5/				
PLAN MAY BE LODGED 5 / 20/56				
PLAN APPROVED, DATE / TIME a.m. p.m.				
THE LAND COLOURED BLUE GREEN APPROPRIATED OR SET APART FOR EASEMENTS OF DRAINAGE				

THIS IS THE BACK OF LP 34234

PHOTOGRAPHED AT CENTRAL PLAN OFFICE

SIZE DATE

COLOURED 66. CHECKED

POSTED ALGO CHECKED

7055/70

1

## **PLANNING CERTIFICATE**

Official certificate issued under Section 199 Planning & Environment Act 1987 and the Planning and Environment Regulations 2005

#### CERTIFICATE REFERENCE NUMBER

741714

**APPLICANT'S NAME & ADDRESS** 

NEESHAM WHITE & GENTLE C/- INFOTRACK C/- LANDATA MELBOURNE

VENDOR

RYAN, TERRENCE ANTHON

**PURCHASER** 

., .

REFERENCE

4350

This certificate is issued for:

LOT 14 PLAN LP34234 ALSO KNOWN AS 104 MOORES ROAD MONBULK YARRA RANGES SHIRE

The land is covered by the:

YARRA RANGES PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a LOW DENSITY RESIDENTIAL ZONE

- is within a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 22

and a BUSHFIRE MANAGEMENT OVERLAY - SCHEDULE 1

A detailed definition of the applicable Planning Scheme is available at : (http://planningschemes.dpcd.vic.gov.au/schemes/yarraranges)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:

(http://vhd.heritage.vic.gov.au/)

Additional site-specific controls may apply.

The Planning Scheme Ordinance should be checked carefully.

The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the relevant municipal offices.

LANDATA®
2 Lonsdale Street
Melbourne VIC 3000
Tel: (03) 9194 0606

03 May 2021

Hon. Richard Wynne MP Minister for Planning

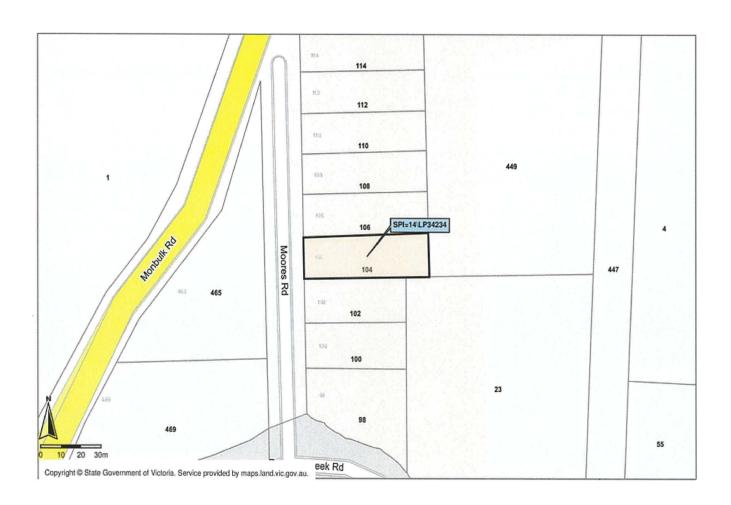


The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9194 0606 or email landata.enquiries@delwp.vic.gov.au.

Please note: The map is for reference purposes only and does not form part of the certificate.



#### Choose the authoritative Planning Certificate

#### Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

#### **Privacy Statement**

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.





From www.planning.vic.gov.au on 03 May 2021 11:37 AM

#### PROPERTY DETAILS

Address: 104 MOORES ROAD MONBULK 3793

Lot and Plan Number: Lot 14 LP34234 Standard Parcel Identifier (SPI): 14\LP34234 YARRA RANGES Local Government Area (Council):

www.yarraranges.vic.gov.au

Council Property Number: 180747

Planning Scheme: Yarra Ranges planning-schemes.delwp.vic.gov.au/schemes/yarraranges

**Directory Reference:** 

UTILITIES

Southern Rural Water

Melway 122 J10

Rural Water Corporation: Melbourne Water Retailer: Yarra Valley Water

Melbourne Water:

inside drainage boundary

Power Distributor:

AUSNET

#### STATE ELECTORATES

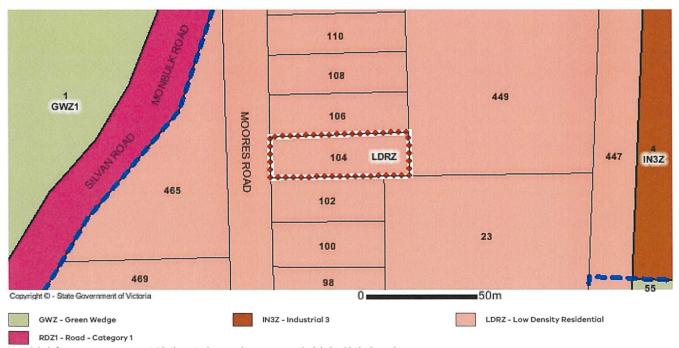
Leaislative Council: EASTERN VICTORIA

Legislative Assembly: MONBULK

#### **Planning Zones**

#### LOW DENSITY RESIDENTIAL ZONE (LDRZ)

#### SCHEDULE TO THE LOW DENSITY RESIDENTIAL ZONE (LDRZ)



Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

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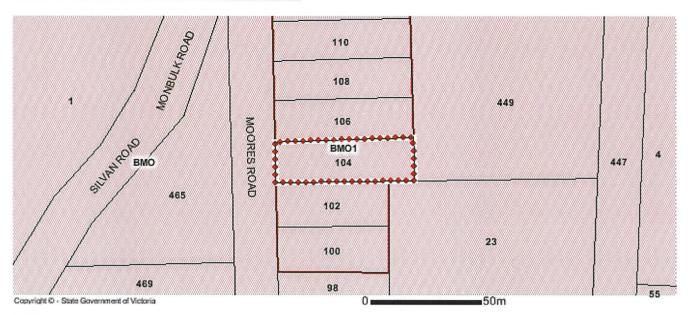
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#### **Planning Overlays**

#### **BUSHFIRE MANAGEMENT OVERLAY (BMO)**

#### BUSHFIRE MANAGEMENT OVERLAY - SCHEDULE 1 (BMO1)

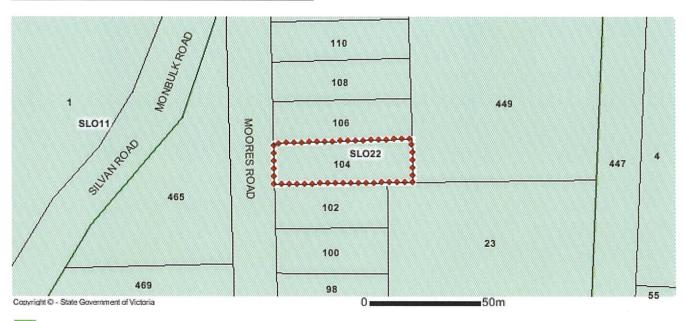


BMO - Bushfire Management

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend.

#### SIGNIFICANT LANDSCAPE OVERLAY (SLO)

#### SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 22 (SLO22)



SLO - Significant Landscape

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend.

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#### Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

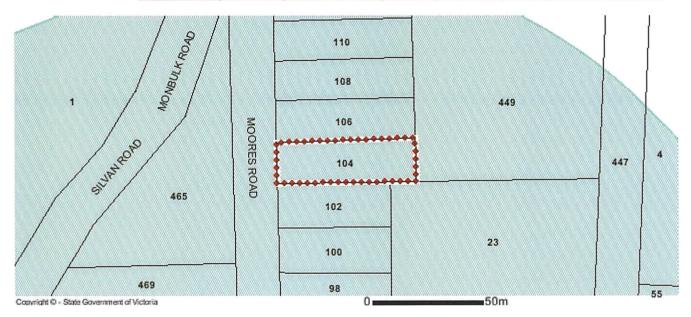
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to http://www.aav.nrms.net.au/aavQuestion1.aspx

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <a href="https://www.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes.html">https://www.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes.html</a>



Aboriginal Heritage

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#### **Further Planning Information**

Planning scheme data last updated on 29 April 2021.

A planning scheme sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting https://www.planning.vic.gov.au

This report is NOT a Planning Certificate issued pursuant to Section 199 of the Planning and Environment Act 1987. It does not include information about exhibited planning scheme amendments, or zonings that may abut the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - https://www.landata.vic.gov.au

For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit <a href="http://mapshare.maps.vic.gov.au/vicplan">http://mapshare.maps.vic.gov.au/vicplan</a> For other information about planning in Victoria visit https://www.planning.vic.gov.au

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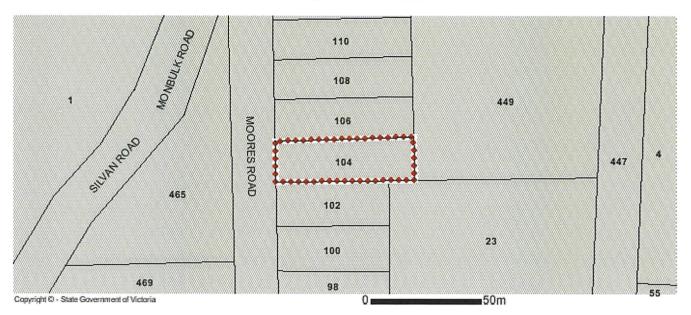
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#### **Designated Bushfire Prone Area**

This property is in a designated bushfire prone area.

Special bushfire construction requirements apply. Planning provisions may apply.



Designated Bushfire Prone Area

Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at http://mapshare.maps.vic.gov.au/vicplan or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <a href="https://www.vba.vic.gov.au">www.vba.vic.gov.au</a>

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

For Planning Scheme Provisions in bushfire areas visit <a href="https://www.planning.vic.gov.au">https://www.planning.vic.gov.au</a>

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YARRA VALLEY WATER

Lucknow Street Mitcham Victoria 3132

Private Bag 1 Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au yvw.com.au

3rd May 2021

Neesham White & Gentle C/- InfoTrack C/- LANDATA LANDATA

Dear Neesham White & Gentle C/- InfoTrack C/- LANDATA,

RE: Application for Water Information Statement

Property Address:	104 MOORES ROAD MONBULK 3793	
Applicant	Neesham White & Gentle C/- InfoTrack C/- LANDATA	
	LANDATA	
Information Statement	30601176	ACT I
Conveyancing Account Number	7959580000	
Your Reference	4350	A STATE OF THE

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- > Melbourne Water Property Information Statement
- Asset Plan
- > Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address <a href="mailto:enquiry@yvw.com.au">enquiry@yvw.com.au</a>. For further information you can also refer to the Yarra Valley Water website at <a href="https://www.yvw.com.au">www.yvw.com.au</a>.

Yours sincerely,

Steve Lennox

GENERAL MANAGER

RETAIL SERVICES



YARRA VALLEY WATER ABN 93 066 902 501

Lucknow Street Mitcham Victoria 3132

Private Bag 1 Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au yvw.com.au

#### Yarra Valley Water Encumbrance

Proporty Address	104 MOORES ROAD MONBULK 3793
Property Address	104 MOORES ROAD MONBOLK 3/93

STATEMENT UNDER SECTION 158 WATER ACT 1989

#### THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

- 1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
- 2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.



YARRA VALLEY WATER ABN 93 066 902 501

Lucknow Street Mitcham Victoria 3132

Private Bag 1 Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au yvw.com.au

#### **Melbourne Water Encumbrance**

Property Address	104 MOORES ROAD MONBULK 3793	

STATEMENT UNDER SECTION 158 WATER ACT 1989

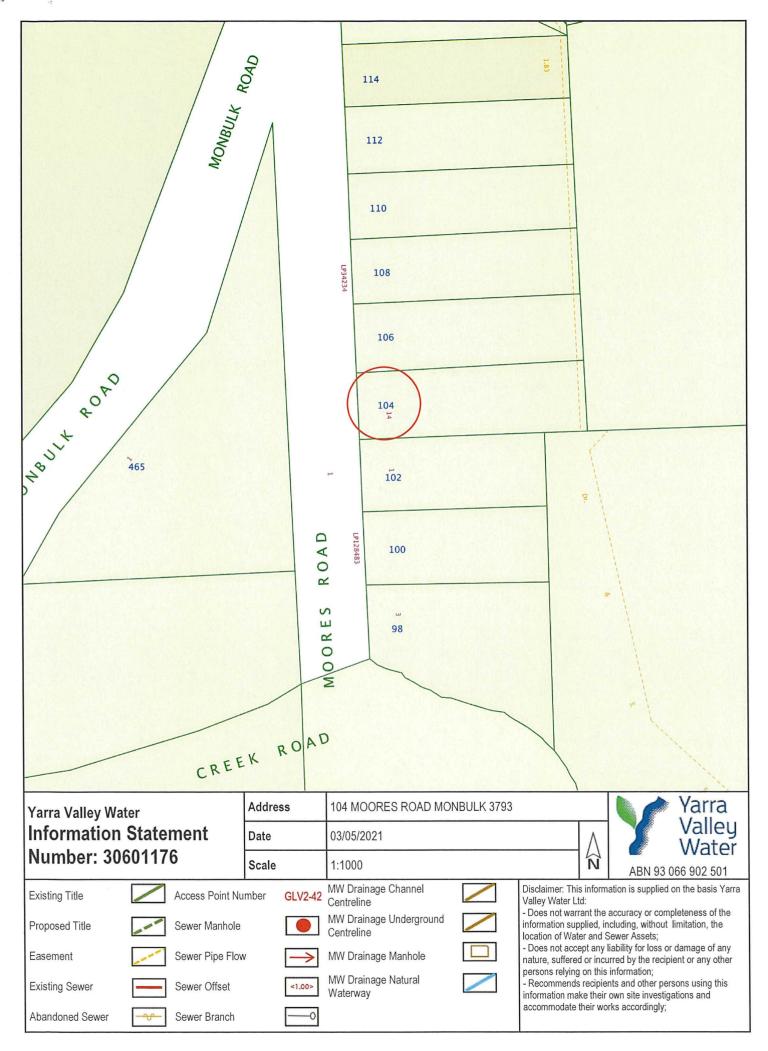
#### THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

- 1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
- 2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.





YARRA VALLEY WATER

Lucknow Street Mitcham Victoria 3132

Private Bag 1 Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au yvw.com.au

Neesham White & Gentle C/- InfoTrack C/- LANDATA LANDATA certificates@landata.vic.gov.au

#### RATES CERTIFICATE

Account No: 3053240000
Rate Certificate No: 30601176

Date of Issue: 03/05/2021

Your Ref: 4350

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
104 MOORES RD, MONBULK VIC 3793	14\LP34234	1404906	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2021 to 30-06-2021	\$19.47	\$19.47
Parks Fee	01-07-2020 to 30-06-2021	\$79.02	\$0.00
Drainage Fee	01-04-2021 to 30-06-2021	\$26.02	\$26.02
Usage Charges are currently	y billed to a tenant under the Resident	ial Tenancy Act	
Other Charges:		***************************************	
Interest No ir	terest applicable at this time	á	上面从外外的
No further	charges applicable to this property	A 3	
	Balance Brou	ght Forward	\$0.00
	Total for T	his Property	\$45.49
		Total Due	\$45.49

#### IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS

We have changed our BPAY biller code. Please refer to the payment options and update your bank details.

GENERAL MANAGER RETAIL SERVICES

#### Note:

- 1. Invoices generated with Residential Water Usage during the period 01/07/2017 30/09/2017 will include a Government Water Rebate of \$100.
- 2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- 3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities pursuant to section 275 of the Water Act 1989.
- 4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.

- 5. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria pursuant to section 158 of the Water Act 1989.
- 6. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.
- 7. From 01/07/2019, Residential Water Usage is billed using the following step pricing system: 266.20 cents per kilolitre for the first 44 kilolitres; 317.87 cents per kilolitre for 44-88 kilolitres and 472.77 cents per kilolitre for anything more than 88 kilolitres
- 8. From 01/07/2019, Residential Recycled Water Usage is billed 186.34 cents per kilolitre
- 9. From 01/07/2019, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
- 10. From 01/07/2019, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
- 11. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.



YARRA VALLEY WATER ABN 93 066 902 501

Lucknow Street Mitcham Victoria 3132

Private Bag 1 Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au yvw.com.au

**Property No: 1404906** 

Address: 104 MOORES RD, MONBULK VIC 3793

Water Information Statement Number: 30601176

#### **HOW TO PAY**



Biller Code: 314567 Ref: 30532400002



Mail a Cheque with the Remittance Advice below to: Yarra Valley Water GPO Box 2860 Melbourne VIC 3001

Amount	
Paid	
1	

Date Paid Receipt Number

Please Note: BPAY is available for individual property settlements.

#### PROPERTY SETTLEMENT REMITTANCE ADVICE

**Property No: 1404906** 

Address: 104 MOORES RD, MONBULK VIC 3793

Water Information Statement Number: 30601176

**Cheque Amount: \$** 

# CONDITIONS OF CONNECTION



#### Applicant details

Name: \* T. A. Ryan

Property \* 104 Moores Rd Address: Monbalk 3793 Date: \* 10-3-2021

Postcode: \* 3793 State: \* Vic.

#### 1. Preliminary

- 1.1 In these conditions: you and your refer to the owner of the property connected, or to be connected, to our pressure sewer system. We, us and our refer to Yarra Valley Water.
- 1.2 Either our customer charter for residential customers or our customer charter for business customers is incorporated with these conditions. Any of your obligations set out in our pressure sewer system manual are also incorporated with these conditions. If there is any inconsistency with either of them, these conditions prevail.

#### 2. Installation

We will install a boundary valve kit, along with the pumping unit and discharge line. In addition, we will install the control panel and the associated electrical cabling to the pumping unit and your electrical switchboard. We will pay for the cost of these works.

You will be responsible for any costs associated with moving the pumping unit, boundary valve kit, discharge line and control panel should you wish to change their location after installation.

#### Power

We will arrange for the pumping unit to be connected to your property's power supply. We will pay the cost of this connection unless we deem your electrical systems to be unsafe. You must pay for bringing your electrical systems to an appropriate standard where our works can occur. You must also pay for the power used by the pump.

Your electricity supply to the control panel comes from your main switchboard. If you, or someone else for whom we are not responsible, turns off the power supply to the pump units at the main switchboard, you may be liable for any costs associated with any callouts and repairs.

#### 4. Property drain

You will be required to arrange the connection of your property drain to the capped inspection shaft (also referred to as the 45 degree junction giving both on grade or jump up connection for the plumber) provided by us on the inlet of the pump unit which is your connection to the sewerage system. Properties with a pressure sewer system must have an overflow relief gully. Reflux valves are not permitted on pressure sewer systems,

#### 5. Maintenance

5.1 You will be responsible for any costs associated with maintaining property drains in good working order. Any work

- to be carried out on property drains must be carried out by a licensed plumber.
- 5.2 We will maintain the pumping unit, the control panel, electrical cables and all pipes on our side of the capped inspection opening, We will arrange for and pay for such work.
- 5.3 You must notify us promptly on our Emergency and Faults telephone line (13 2762) when you discover anything wrong with the pumping unit (including any power failure), the control panel, electrical cables, or the pipes on our side of the pumping unit,

#### 6. Damage

- 6.1 If you, or someone else for whom we are not responsible, damages the pumping unit, the control panel, electrical cables, or pipes on our side of the pumping unit, we will arrange for repairs to be made. You must pay us the cost of any such repairs.
- 6.2 If we, or someone for whom we are responsible, damages anything on your land while carrying out work referred to in the above items. the legislation under which we operate requires us to compensate you for the damage.

#### 7. Our contribution to your costs

7.1 Should connection to the pressure sewer system be made after the original system is installed, a remobilisation fee will apply. This fee represents the actual additional cost incurred by Yarra Valley Water as a result of having to perform a one-off installation.

#### 8. Pools and spas

- 8.1 Yarra Valley Water's preference for your spa and/or pool is to have cartridge filtration as this eliminates the need to backwash.
- 8.2 If you have a pool or spa which discharges water at more than 0.25 litres per second or 15 litres per minute when it is emptied or the filter is backwashed (this should be specified in your pool or spa user manual), you must limit the flow to the pressure sewer pump unit by installing an intermediate holding tank with a flow limiting outlet valve and physical air gap. The installation must be done by a licensed plumber in consultation with Yarra Valley Water. Please contact Yarra Valley Water for further detailed assistances on how to connect the spa and/or pool waste to pressure sewer systems.
- 8.3 You must meet the cost of purchasing, installing and maintaining the holding tank or flow limiting valve including any work (installation or maintenance) performed by a licensed plumber or pool technician.

- 8.4 Discharging large volumes of backwash water to the pressure sewer system will sound a high level alarm from your pressure sewer control panel, indicating there is limited capacity inside the pressure sewer pump unit.
- 8.5 Overflow relief gullies and backwash connection points to your sewerage drain must not be located in a position that allows the sewerage drainage point over overflow relief gully to spill across the surface to the spa or pool.

#### 9. Restricting water use

Whenever you discover anything wrong with the pumping unit (including any power failure) or your property drain, you must restrict as much as possible the amount of water that is sent down your property drains.

This will reduce the amount of wastewater generated from your property while the fault persists thereby helping avoid an overflow at the storage tank.

#### 10. Pressure sewer system manual

- 10.1 You must ensure that a copy of the pressure sewer system manual is kept at the property at all times, even if the property is leased or rented.
- 10.2 You can obtain further copies of this guide from our website at www.yvw.com.au/pressuresewerguide

#### 11. Decommissioning old systems

When our pressure sewer system is installed, you must arrange for a licensed plumber to decommission your existing wastewater system, in accordance with EPA requirements for such work. You must pay for this work.

#### 12. Selling your property

When we provide any information statements about your property (for example, to a potential purchaser) it will state that the property is in a pressure sewer area and that special conditions of connection apply to it.

#### Costs and charges

- 13.1 If you are not in a Community Sewerage Area, you must pay the full costs associated with supply and installation of the pumping unit as well as any required network extensions or augmentations.
- 13.2 You will be responsible for the sewerage service and usage charges which apply to all residential or business properties.

### Pressure Sewer Property Plan



**SCALE 1:500 - UNO** 

Street No: 104

Street: MOORES ROAD Suburb: MONBULK. 3793

Owner:

Drawing Rev No:

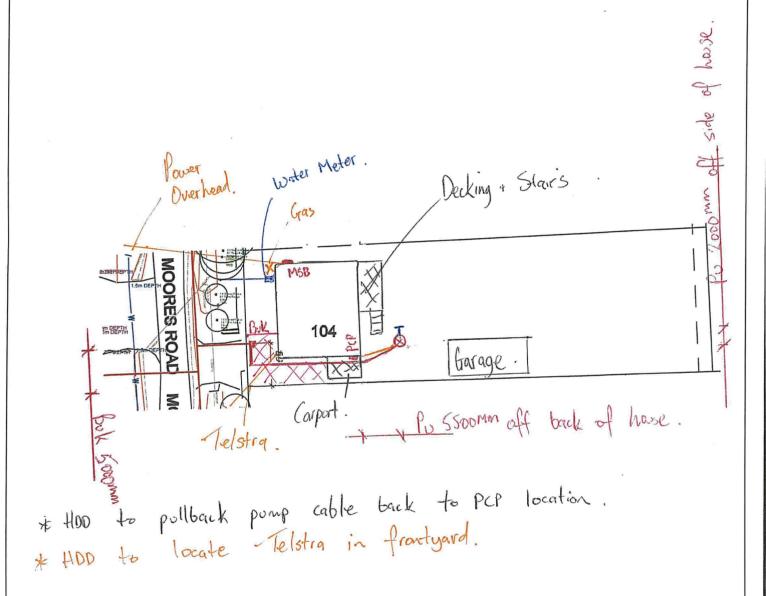
OWNER CONSTRUCTION APPROVAL

I, the Owner/Agent, agree to the location of the pressure sewer equipment as shown on this plan as identified by the measurements.

I have been adequately informed of the appearance of the pressure sewer equipment and agree for construction to commence.

I have read and understood the Conditions of Connection including costs associated with connection, relocation, damage, service and usage.
I consent to YVW Quality Auditing via video streaming on my property.

Signature: H. M. Date: A. Date



Disclaimer: The location of sewer equipment should be taken from measurements and not as they are visually represented on this drawing.

	Т	В		PRESSURE SEWER S	SYMBOLS	System designed and constructed by:
PE			1	PU Pump Unit	ST Septic Tank	OO BCCA
PCP			1	→ IS Plumber's Point	DPL Discharge Pipeline	OO PSSA
240V			N		240V Power/Pump cables	Design, Procure, Construct and
Sys Type		•		MSB Main Switchboard	5,5 2 10.	Maintain Pressure Sewer Systems  www.pssaust.com



YARRA VALLEY WATER

Lucknow Street Mitcham Victoria 3132

Private Bag 1 Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

enquiry@yvw.com.au

vvw.com.au

14 October 2020

Mr T Ryan
PO BOX 96
FISH CREEK VIC 3959

Dear Mr T Ryan

## Community Sewerage Program - Monbulk Pressure Sewer Unit Installation at 104 MOORES ROAD

Now that construction work of a sewerage pipe has commenced in your neighbourhood, the next step to delivering your sewerage service is the design and installation of the necessary equipment – called a pressure sewer unit - on your property.

Our delivery partner, Pressure Sewer Services Australia (PSSA), undertakes this specialist design and installation work on our behalf.

There is no cost to you for the design and installation of this sewer equipment, it is funded by Yarra Valley Water. Property owners are, however, required to pay their own plumbing connection costs when they are ready to connect their house to the pressure sewer unit. More information about the costs of the program can be found at <a href="https://www.com.au/csp.">www.com.au/csp.</a>

#### What happens next?

#### Design appointment

The design appointment provides you with the opportunity to discuss your preferred location for the sewer equipment inside your property.

After we've finalised the design with you, the installation works can be scheduled in the weeks following the appointment.

#### Booking a design appointment

PSSA will be undertaking design appointments in your area from 2 November 2020.

If you would like to book your design appointment, complete and return the following 'Application for Pressure Sewer Unit Installation' form, and email it to PSSA at <a href="mailto:customeservice@pssaust.com">customeservice@pssaust.com</a>. If you do not have access to email, please call them directly on 9768 2550.

#### Do I have to install a pressure sewer unit on my property?

You are expected to connect your property to the new sewerage system, unless you have a septic tank that meets the EPA Code of Practice for Onsite Wastewater Management (epa.vic.gov.au) and council septic tank permit conditions.

The new sewerage pipes in the street include a connection point to your property, so if your septic tank is working well, you can connect to the piped sewerage system at a later date.

#### More information

More information about the Community Sewerage Program in Monbulk can be found at yvw.com.au/monbulk.

Our Owner's Guide at yvw.com.au/pressuresewerguide, has detailed information about pressure sewer units.

Contact PSSA with any enquiries regarding pressure sewer units or the design appointment on 9768 2550 or customerservice@pssaust.com.

If you have any questions or feedback about the Community Sewerage Program for Monbulk, please contact me on **9872 1221** or <u>monbulksewerageproject@yvw.com.au</u>.

Yours sincerely

**Caillan Smith** 

Project Manager Yarra Valley Water

### YARRA VALLEY WATER'S RESPONSE TO CORONAVIRUS (COVID-19)

Yarra Valley Water has a strong response in place for managing the impact of coronavirus (COVID-19) to ensure we continue to provide essential water and sewerage services for our customers.

YOUR TAP WATER IS SAFE

Victoria's water is safe to drink and use. There is no evidence that drinking water will be affected by coronavirus (COVID-19) or that it is transmitted by drinking water.

WE CARE DEEPLY ABOUT THE HEALTH AND SAFETY OF OUR CUSTOMERS, COMMUNITY, STAFF AND DELIVERY PARTNERS

We are delivering an essential service to keep taps flowing and toilets flushing. This means we continue to provide water and sewerage services to homes and businesses, and you may also see us in your area as we continue with planned works, maintenance and respond to emergencies.

Our staff and contractors are practising safe physical distancing, good hand hygiene and wearing personal protective equipment.

IF YOU ARE EXPERIENCING FINANCIAL PRESSURE

If you are concerned about being unable to pay your bills, we are here to help.

We can offer extra support and flexibility to suit your situation. Give us a call on **1800 994 789** weekdays, for a confidential chat or visit our website for the options available.

For more information about our response see **yvw.com.au** 

## COMMUNITY SEWERAGE PROGRAM



## MONBULK STAGE 1 WORKS FINISHING MARCH 2021

Thank you for your patience and for having us in your neighbourhood while we work to build Monbulk's new sewerage system.

Stage one construction work to install pipes in the streets is finishing up in your area in the next few weeks.

#### What will happen now?

In the coming weeks, our crews will restore any disturbed nature strips and driveways as close as possible to the condition they were in before these works.

#### What do I need to do?

If you haven't already, now is the time to organise installation of the necessary equipment – called a pressure sewer unit – on your property.

The pressure sewer unit will allow you to connect to the sewerage system once it's ready.

Our delivery partner, Pressure Sewer Services Australia (PSSA), does this specialist design and installation work on our behalf.

They will need to have a design appointment with you. This meeting provides you with the opportunity to ask questions and discuss your preferred location for the equipment on your property. Installing the equipment will be scheduled following this appointment.

#### Book a design appointment

To book a design appointment, complete the enclosed form and email to customerservice@pssaust.com.

If you don't have access to email, call 9768 2550 to complete the form over the phone.

The form can also be found at yvw.com.au/bookPSSA.

#### How much does it cost?

There is no cost to you for the design and installation of the pressure sewer unit on your property, it is funded by us.

However, property owners need to pay for their own plumbing connection costs, when they're ready to connect their household plumbing to the pressure sewer unit.

#### When can I connect?

We're currently working on stages two and three in Monbulk. Once these stages are complete in 2022, you'll have the option of connecting to the piped sewerage system and letting us take care of your wastewater.

#### More information

You can find more information at yvw.com.au/monbulk or contact us on monbulksewerageproject@yvw.com.au or 9872 2551.

#### KEEPING YOU INFORMED

We are committed to keeping you informed and will provide regular updates. For more information about the Community Sewerage Program contact:

PHONE: 9872 2551

EMAIL: CommunitySewerage@yvw.com.au

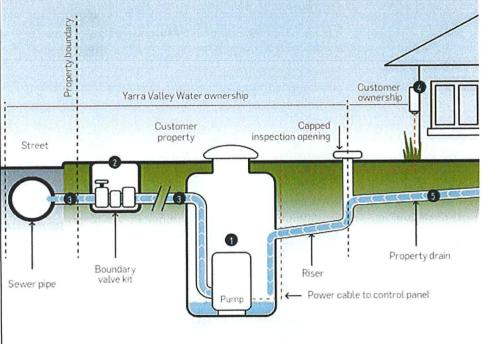
WEB: yvw.com.au/csp

#### LANGUAGE ASSISTANCE

| 1300 914 361 | Eλληνικά | 1300 931 364 | 廣東話 | 1300 921 362 | 普通话 | 1300 927 363

For other language assistance, please call (03) 9046 4173.

## PRESSURE SEWER SYSTEM COMPONENTS



- Pumping unit (Yarra Valley Water ownership)
   This includes a small pump, storage tank, and level monitors which are all installed underground so that only the lid of the storage tank is visible.
- 2. Boundary valve kit (Yarra Valley Water ownership) Ensures that wastewater which is already in the pressure sewer cannot re-enter your property and enables maintenance staff to isolate your property's tanks from the sewerage system in the event of an emergency.
- 3. Discharge line (Yarra Valley Water ownership) This is a small diameter pipe (like a large sprinkler system pipe) which connects the pumping unit on your property to the sewer in the street.
- 4. Control panel (Yarra Valley Water ownership)
  This is a small box which is mounted to the wall of your house containing all the electrical controls for the pumping unit including both the audible and visual alarm systems.
- Property drain (Customer ownership)
   This is your drainage pipe that connects your household drains into our pumping unit.

## YARRA VALLEY WATER'S RESPONSE TO CORONAVIRUS (COVID-19)

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YOUR TAP WATER IS SAFE
Victoria's water is safe to drink and use.
There is no evidence that drinking water
will be affected by coronavirus (COVID-19)
or that it is transmitted by drinking water.

WE CARE DEEPLY ABOUT THE HEALTH AND SAFETY OF OUR CUSTOMERS, COMMUNITY, STAFF AND DELIVERY PARTNERS

We are delivering an essential service to keep taps flowing and toilets flushing. This means we continue to provide water and sewerage services to homes and businesses, and you may also see us in your area as we continue with planned works, maintenance and respond to emergencies.

Our staff and contractors are practising safe physical distancing, good hand hygiene and wearing personal protective equipment.

## IF YOU ARE EXPERIENCING FINANCIAL PRESSURE

If you are concerned about being unable to pay your bills, we are here to help.

We can offer extra support and flexibility to suit your situation. Give us a call on **1800 994 789** weekdays, for a confidential chat or visit our website for the options available.

For more information about our response see **yvw.com.au** 



YARRA VALLEY WATER

Lucknow Street Mitcham Victoria 3132

Private Bag 1 Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

enquiry@yvw.com.au

vw.com.au

25 September 2020

Mr T Ryan PO BOX 96 FISH CREEK VIC 3959

Dear Mr T Ryan

#### Monbulk Community Sewerage Program - Update

Yarra Valley Water is working to deliver a piped sewerage service to residents in the Monbulk area.

This letter provides an update on the program and how it affects you.

#### What's involved

Constructing a pressure sewer system for central Monbulk will be delivered in four stages. Your property, at 104 MOORES ROAD, is located in the first area where we are constructing 8.3 kilometres of new sewer pipeline.

#### Constructing a new sewer main

Our delivery partner, Interflow, is undertaking this work on our behalf. We anticipate starting our works in your area in October and completing them in mid-2021. Interflow will provide you with approximately five days' notice before they start work in your area.

#### Construction impacts - what to expect

- Work will take place between 7.00am and 5.00pm, Monday to Friday, and 7.00am and 3.00pm on Saturdays.
- Most of the construction will be undertaken using a horizontal directional drilling machine. This machine bores under driveways and nature strips, minimising disturbance to the ground and vegetation above.
- The machinery will create noise and dust and we'll limited its use as much as practically possible.
- We may need to dig in nature strips, driveways, and road reserves as part
  of this work. We will restore these areas as close as possible to the
  condition it was in before these works.
- We don't anticipate traffic delays or diversions during this first stage of works. There may be some minor changes to parking in your street, but you will be able to access your property.
- Your water supply won't be impacted by our work.

#### Works on your property

To connect your property to the new sewer system, a pressure sewer unit needs to be installed on your property. For more information about this type of system please refer to the Owner's Guide at

www.yvw.com.au/pressuresewerguide.

Our delivery partner, Pressure Sewer Services Australia (PSSA), will contact you in the coming weeks to organise a meeting with you.

They will advise what is involved with installing the pressure sewer unit at your property. They operate under a High Risk COVID Safe Plan and will outline their approach for maintaining safe social distancing.

Please advise PSSA if you are self-isolating when they contact you. To contact PSSA about planned works at your property, phone **9768 2550** or email <a href="mailto:customerservice@pssaust.com">customerservice@pssaust.com</a>.

#### Connecting to the sewer

When the new sewer system for Monbulk has been constructed and the pressure sewer system installed at your property, we will send you information about connecting to the sewer system including the costs involved. More information is available at <a href="https://www.com.au/csp">yww.com.au/csp</a>.

#### Thank you

Thanks for your patience as we progress this project in your area. More information about this project, including a map of the proposed sewer positioning, is available at <a href="https://www.com.au/monbulk">www.com.au/monbulk</a>.

If you have any questions or feedback, please contact me on **9872 1221** or monbulksewerageproject@yvw.com.au.

Yours sincerely

Caillan Smith

Project Manager

Yarra Valley Water

## YARRA VALLEY WATER'S RESPONSE TO CORONAVIRUS (COVID-19)

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We are delivering an essential service to keep taps flowing and toilets flushing. This means we continue to provide water and sewerage services to homes and businesses, and you may also see us in your area as we continue with planned works, maintenance and respond to emergencies.

Our staff and contractors are practising safe physical distancing, good hand hygiene and

IF YOU ARE EXPERIENCING FINANCIAL PRESSURE

If you are concerned about being unable to pay your bills, we are here to help.

We can offer extra support and flexibility to suit your situation. Give us a call on **1800 994 789** weekdays, for a confidential chat or visit our website for the options available.

For more information about

## MONBULK SEWERAGE PROJECT



### **AUGUST 2019 UPDATE**

Yarra Valley Water is designing a piped pressure sewerage system to service the Monbulk area. This fact sheet includes a project update and answers some frequently asked questions.

#### What's happened so far?

Yarra Ranges Council and Yarra Valley Water have investigated the sewerage servicing needs of properties in Monbulk. Based on these investigations and feedback we received from community consultation held in 2017, the proposed servicing solution for Monbulk is a pressure sewer system. This will include installation of a network of pressure sewer pipes and transfer infrastructure in Monbulk. We are finalising the proposed alignments of the pipelines, with consideration to topography, vegetation impacts, and costs.

#### Project update - what's happening next?

To finalise the alignments for the new pipes, representatives from our design consultant Jacobs, and our subcontractor Pressure Sewer Services Australia (PSSA), are conducting site inspections in your area for the remainder of 2019. This will mostly involve them walking or driving through local streets. In some cases, they will be digging small holes to collect information on ground conditions. All holes will be filled in and the surface left level and clean.

#### What other infrastructure will we need to build?

#### New pump station building in Frank Irvine Reserve

Monbulk's sewage will need to be pumped to the Eastern Treatment Plant in Bangholme for treatment. This will require construction of a new pump station building. For operational reasons, we've determined the best location for this building to be in Frank Irvine Reserve. The exact location is not finalised and will depend on feedback from Yarra Ranges Council and the Department of Environment, Land, Water and Planning.

#### Site investigations

You might notice some traffic management crews working in your area. This will ensure vehicles and pedestrians can move around our site investigators safely. If you have any concerns

with the traffic management arrangements, or the condition of reinstatement, please contact us on the details below.

#### When will construction start?

At this stage, we anticipate the design will be finalised by mid-2020, with construction to commence in late 2020. This timing is approximate at the moment. It will be dependent on obtaining the relevant planning approvals and appointing a construction contractor who will undertake the work for us.

#### FREQUENTLY ASKED QUESTIONS

#### Why the choice of a pressure sewer system?

There can often be different servicing options, aside from conventional reticulated sewerage schemes that can be used to manage wastewater.

To find the best solution we consider: environmental and social benefits; capital and ongoing costs; and the condition of existing septic tanks.

We are committed to designing and implementing sustainable sewerage services, so assessing these options forms an integral part of the Yarra Valley Water design process.

In July and August 2017, we consulted with your community about the appropriate servicing options for Monbulk. The pressure sewer service was most preferred by the community.

#### What is a pressure sewer system?

A pressure sewer system uses an onsite pump (which is installed underground on your property usually near your existing septic tank) to pump wastewater into a sewer pipe located in the street. From here, your wastewater is pumped under pressure, to a treatment plant for processing. A diagram of the pressure sewer system components is shown on the next page.

Will all properties in the area get connected to this sewer?

This sewer will be big enough to service all properties in Monbulk.

#### Do I have to connect to the new sewerage system?

When sewerage services are provided to Monbulk, Yarra Ranges Council may require you connect, unless you can prove your existing septic system complies with the regulations in the Environment Protection Authority (EPA) Victoria's Code of Practice for Onsite Wastewater Management.

You can view this document by contacting the EPA directly, or by downloading it from their website at <a href="https://www.epa.vic.gov.au">www.epa.vic.gov.au</a>

Council also sets guidelines for the proper maintenance of your septic tank. Please contact them to find out how to maintain your system in accordance with their requirements.

#### When will I be connected to the sewer?

Once the new sewerage system network has been built throughout Monbulk, you will receive a letter from us telling you it is available for connection. When this happens, you can apply to connect to it. More information on how to apply will be provided to you once construction of the sewer is completed.

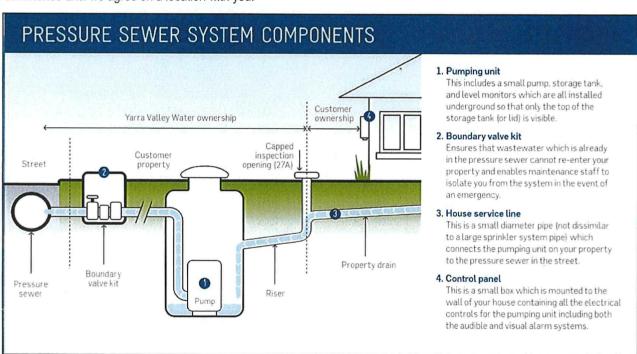
Construction of the pressure sewer unit on your property will not commence until we agree on a location with you.

 Once you are connected, there will be an ongoing service charge of around \$584 per year, depending on how much water your household uses. Property owners will also need to pay electricity costs associated with the pressure sewer unit which has a pump. This is expected to range from \$40 to \$70 per year.

#### Benefits of connecting to the new sewerage system

Connecting to a mains sewerage system means that you will never have to think about your sewerage again. You will not need to maintain or replace a septic tank when it gets old.

The project will benefit the Monbulk community by providing a modern, sewerage system designed to meet the needs of the community now and in the future. When septic tanks are unsuitable for a property, fail, get old or are not maintained property they can leak waste to the local environment causing a health risk, unpleasant smells, boggy areas and pollution of the local waterways.



#### How much will it cost me to connect?

Yarra Valley Water will pay for the cost of constructing the sewerage system and providing your property with a connection point, which includes the pressure sewer unit installation on your property.

Property owners must pay for the following:

A plumber to disconnect and make safe your existing septic tank and connect your property's plumbing to the new pressure sewer unit. For most properties, this cost will be around \$3,000 to \$6,000. The cost may be more for some properties depending on things like the distance of your house to the sewer connection point, ease of access to your pipes and the compliance of your property's existing plumbing.

#### For more information please contact

Michelle Lowry

Project Manager, Sewer Growth Projects

Yarra Valley Water

Phone: 9872 1483

Email: monbulksewerageproject@yvw.com.au

#### For language assistance

1300 914 361 **Ελληνικά** 1300 931 364 **廣東話** 1300 921 362 普通话 1300 927 363

#### For other language assistance, please call ezispeak.

Македонски 03 9046 4173 Hrvatski 03 9046 4173 한국어 03 9046 4173 Српски 03 9046 4173 03 9046 4173 Türkçe 03 9046 4173 Italiano 03 9046 4173 Tiếng Việt 03 9046 4173

## NEW SEWERAGE SERVICES FOR YOUR COMMUNITY



### PRESSURE SEWERAGE SYSTEMS

In some outer suburban areas of Melbourne, piped sewerage systems are needed where communities currently rely on septic tanks.

The Community Sewerage Program connects these communities to Melbourne's sewerage system. Properties are connected to pipes in the street. These pipes transfer sewage to a treatment plant. Properties will be connected to the piped sewerage system by either a gravity or pressure system. Your area will get a pressure sewerage system because

This fact sheet provides information about pressure sewerage systems and answers some frequently asked questions.

#### WHAT IS A PRESSURE SEWER?

of the local topography.

A pressure sewer works by having pumping units located on each property to pump household wastewater to the sewer pipe in the street.



#### WHAT IS A PRESSURE CONNECTION POINT?

A pressure connection point is where your household waste pipes connect to the sewerage system.

Connecting your property to the pressure sewerage system requires new Yarra Valley Water components to be installed (see the diagram below).

Once installed, you will only see the lid of the pump unit, the lid of the boundary valve kit and the control panel.

#### PRESSURE SEWER SYSTEM COMPONENTS Customer noundar ownership Yarra Valley Water ownership Capped Customer inspection opening property 6 Property Boundary Riser valve kit Sewer pipe Power cable to control panel NOT TO SCALE

- 1. Pumping unit (Yarra Valley Water ownership) This includes a small pump, storage tank, and level monitors which are all installed underground so that only the lid of the storage tank is visible.
- 2. Boundary valve kit (Yarra Valley Water ownership) Ensures that wastewater which is already in the pressure sewer cannot re-enter your property and enables maintenance staff to isolate your property's tanks from the sewerage system in the event of an
- 3. Discharge line (Yarra Valley Water ownership) This is a small diameter pipe (like a large sprinkler system pipe) which connects the pumping unit on your property to the sewer in the street.
- 4. Control panel (Yarra Valley Water ownership) This is a small box which is mounted to the wall of your house containing all the electrical controls for the pumping unit including both the audible and visual alarm systems.
- 5. Property Drain (Customer ownership) This is your drainage pipe that connects your household drains into our pumping unit.

#### KEEPING YOU INFORMED

We are committed to keeping you informed and will provide regular updates. For more information about the Community Sewerage Program contact:



Any questions? Call 9872 2551



E CommunitySeweragePlanning@yvw.com.au



yvw.com.au/communitysewerage

Prepared: August 2020

#### LANGUAGE ASSISTANCE

1300 914 361 العربية 1300 921 362 廣東話 Ελληνικά 1300 931 364 1300 927 363 普通话

For other language assistance, please call (03) 9046 4173.

#### PRESSURE SEWERAGE SYSTEMS

## WHO IS RESPONSIBLE FOR INSTALLING AND MAINTAINING THE PRESSURE SEWER SYSTEM?

Yarra Valley Water will pay for the cost of constructing and maintaining the sewerage system and providing a connection point from your property to the pipes in the street. This includes the pump unit, boundary valve kit, discharge line and control panel.

As the property owner, you are responsible for installing and maintaining the plumbing on your side of the connection point. This includes the connection of the property drain.

#### DO I GET A SAY AS TO WHERE IT GOES?

The location of the pressure sewer system components will be decided at a meeting at the property with the property owner and Yarra Valley Water's pressure connection contractor.

At this meeting, we will consider the location of existing features including the septic tank and landscaping, constructability of the connection, access for maintenance and your preferences.

During this meeting, a plan will be prepared by the contractor that shows the proposed location of the pressure sewer system components within the property. You will receive a letter regarding when and how to arrange this meeting.

## HOW MUCH DOES IT COST TO CONNECT TO THE SEWERAGE NETWORK?

Yarra Valley Water will pay for the cost of constructing the sewerage system and providing a connection point for your property to the pipes in the street.

Property owners pay for the following:

- A plumber to safely disconnect your existing septic tank and connect your property's plumbing to the new pressure sewer unit. For most properties, this cost will be around \$3,000 to \$6,000. The cost may be more for some properties depending on things like the distance of your house to the connection point, ease of access to your pipes and the compliance of your property's existing plumbing.
- Once your property is connected, there will be on ongoing sewerage charges. Currently, this is approximately \$580 per year per household, depending on how much water your property uses.
- You will also need to pay electricity costs associated with the pressure sewer unit which is approximately \$40 to \$70 per year.

## WHAT IMPACT WILL THE CONSTRUCTION HAVE ON MY PROPERTY?

There will be some temporary disruption to your property during construction to install and connect the unit. These impacts will be kept to a minimum, and your property will be returned as close as possible to its original condition at our cost.

#### HOW BIG IS THE PUMP UNIT?

Most pump units are around 1.2m in diameter and 1.45m deep. The storage tank can hold between 900 to 1,100 litres. The pump unit is installed underground and all you will see is the lid.

#### HOW LOUD IS THE PUMP UNIT?

The noise is minimal and can only be heard when standing near the lid.

## HOW LONG WILL THE PUMP OPERATE EACH DAY?

Usually around 15-20 minutes, but this depends on how much water you use.

## WHAT HAPPENS IF THERE IS A POWER FAILURE OR THE PUMP STOPS WORKING?

Each pump unit has extra capacity so that there are no spills if there is a power failure or an emergency. In the event of an extended power failure, Yarra Valley Water will visit your property to drain the pump unit.

## WHY CAN'T MY PROPERTY HAVE A GRAVITY SEWER?

Gravity systems can only be used in areas where the topography allows the sewerage to flow naturally downhill to the sewer pipes in the street. In other areas, pressure systems are required to pump the wastewater to the pipes. Sometimes, even if your property is on a downhill slope, it will need a pressure unit to enable flows to be pumped over a hill to the sewerage network.

#### Due diligence checklist

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

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

#### **Urban living**

#### Moving to the inner city?

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

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

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

#### **Growth areas**

#### Are you moving to a growth area?

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

#### Flood and fire risk

#### Does this property experience flooding or bushfire?

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

#### **Rural properties**

#### Moving to the country?

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

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

#### Can you build new dwellings?

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

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

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

#### Soil and groundwater contamination

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

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

(04/10/2016)



#### Land boundaries

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

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

#### Planning controls

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

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

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

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

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

#### Safety

#### Is the building safe to live in?

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

#### **Building permits**

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

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

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

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

#### Utilities and essential services

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

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

#### Buyers' rights

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

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

(04/10/2016)





#### **Residential Tenancy Agreement**

Residential Tenancies Act 1997

#### Conditions of Agreement

1. This Agreement is made on the date specified in item 1 in the Schedule hereto between the Landlord whose name and address is specified in item 2 in the Schedule whose agent is specified in item 3 in the Schedule and the Tenant whose name and address is specified in item 4 in the Schedule.

#### Premises and Rent

The **Landlord** lets to the **Tenant** the **Premises** specified in item 5 in the Schedule together with those items indicated in the Schedule, for which the **Rental** shall be the amount specified in item 6 in the Schedule of which the first instalment is payable on the date specified in item 7 of the Schedule and payable by the **Tenant** to the party specified in item 8 in the Schedule.

#### Bond

The **Tenant** shall pay a **Bond** of the amount specified in item 9 of the Schedule to the **Landlord/Agent** on or before the signing of this Agreement.

In accordance with the Residential Tenancies Act 1997 the Landlord/Agent must lodge the Bond with the Residential Tenancies Authority within 10 business days of receiving the Bond.

#### **Fixed Term Tenancy**

The term of this Agreement shall be as specified in item 11 of the Schedule **Commencement** on the date specified in item 12 in the Schedule and **Ending** on the date specified in item 13 in the Schedule and unless either party terminates this Agreement in accordance with the provisions of the Residential Tenancies Act 1997 this Agreement shall then continue as a periodic tenancy.

#### OR

#### Periodic Tenancy

This Agreement shall commence on the date specified in item 14 in the Schedule and continue until terminated in accordance with the Residential Tenancies Act 1997.

#### 2. Condition of the Premises

The Landlord shall make sure that the premises are maintained in good repair.

#### 3. Damage to the Premises

- (a) The Tenant shall make sure that care is taken to avoid damaging the rented premises.
- (b) The Tenant must take reasonable care to avoid damaging the premises and any common areas.
- (c) The **Tenant** who becomes aware of damage to the rented premises must give notice to the **Landlord** of any damage to the premises as soon as practicable.

#### 4. Cleanliness of the premises

- (a) The Landlord shall make sure that the premises are in a reasonably clean condition on the day on which it is agreed that the Tenant shall enter in to occupation of the premises.
- (b) The Tenant shall keep the premises in a reasonably clean condition during the period of Agreement.

#### 5. Use of premises

- (a) The Tenant shall not use or allow the premises to be used for any illegal purpose.
- (b) The **Tenant** shall not use or allow the premises to be used in such a manner as to cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighbouring premises.

#### 6. Quiet Enjoyment

The Landlord shall take all reasonable steps to make sure that the Tenant has quiet enjoyment of the premises.

#### 7. Assignment or Sub-Letting

- (a) The **Tenant** shall not assign or sub-let the whole or any part of the premises without the written consent of the **Landlord**. The **Landlord's** consent shall not be unreasonably withheld.
- (b) The **Landlord** shall not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the **Landlord** in relation to the preparation of an assignment in writing of this Agreement.

#### 8. Residential Tenancies Act 1997

Both parties to the Agreement shall comply with the provisions of the Residential Tenancies Act 1997 as they apply to each party. (Note: Reference should be made to the Residential Tenancies Act 1997 for further rights and duties).

Signed by the Tenant:

#### ADDITIONAL TERMS

Additional terms which do not take away the rights and duties included in the Residential Tenancies Act 1998 may be set out in this Section.

- 9. The **Tenant** shall pay all charges in respect of the re-connection and consumption of water, electricity, gas, oil and telephone where the rented premises is separately metered for these services.
- 10. The **Tenant** shall not do or allow anything to be done which would invalidate any insurance policy on the premises or increase the premium and the **Tenant** shall pay the **Landlord** all increased premiums and all other expenses incurred as a consequence of any breach of this term.
- 11. The **Tenant** agrees to pay the **Landlord** any excess amount charged or any additional premium charged by the **Landlord's** Insurance Company as a result of accidental breakage of glass, toilet bowls and wash basins in the premises where the damage has been caused by the **Tenant**, or by anyone on the premises with the consent of the **Tenant**.
- 12. The **Tenant** shall indemnify the **Landlord** for any loss or damage caused by failure to ensure that care is taken to avoid damaging the rented premises by the **Tenant** or anyone on the premises with the consent of the **Tenant**. Without limiting the generality of the foregoing, the **Tenant** shall indemnify the **Landlord** for the cost of repairs to plumbing blockages caused by the negligence or misuse by the **Tenant**.
- 13. The **Tenant** shall notify the **Landlord** or **Agent** immediately upon becoming aware of any defects in the premises or any other matter which may give rise to a liability pursuant to the Occupiers Liability Act 1983.
- 14. The Tenant shall indemnify the Landlord against all liability in respect of injury or damage to any third person or third party property arising from any conduct, act or omission by the Tenant, or the Tenant's servants, Agents and/or invitees.
- 15. The **Tenant** shall not paint or affix any sign or any antenna onto the premises or affix any nail, screw, fastening or adhesive to the interior of the premises without the prior written consent of the **Landlord** or **Agent**.
- **16**. The **Tenant** acknowledges that it is the **Tenant's** responsibility upon the termination of the Agreement to deliver the keys to the premises to the **Agent's** office and to continue paying rent until such time as the keys are delivered.
- 17. The Tenant shall not use the premises for any purpose other than for residential purposes without the written consent of the Landlord.
- 18. The Tenant shall not do or allow to be done anything that will cause the shared service facilities to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.
- 19. The **Tenant** shall not keep any animal, bird or pet on the premises without the written consent of the **Landlord**. (Note: written consent of the Body Corporate Committee will be necessary in an own-your-own unit)
- 20. The **Tenant** shall deposit all rubbish including cartons and newspapers in a proper rubbish receptacle with a close fitting lid as required by the Health Department or Local Council. Such rubbish receptacle shall be kept only in the place provided and placed out by the **Tenant** for collection by the Local Council or Health Department and returned to its allotted place.
- 21. The Tenant shall not hang any clothes outside the premises other than where provision for the hanging of clothes has been provided.
- 22. The Tenant shall not keep or use in the premises any portable kerosene heaters, oil burning heaters or heaters of a similar kind.
- 23. The Tenant shall comply with any Act, Regulation, Rule or direction of any Government, semi Government or statutory body.
- 24. The **Tenant** shall allow the **Landlord** or his **Agent** to put on the premises a notice or notices 'to let' during the last month of the term of this Agreement. The **Tenant** shall also allow the **Landlord** or his **Agent** to put on the premises a notice or notices 'for sale' or 'auction' at any time during the term of this Agreement and permit access to the premises by the **Landlord** or his **Agent** to present the property to prospective purchasers or **Tenants** upon 24 hours' notice or by Agreement with the **Tenant** and the **Landlord** or the **Landlord's Agent**.
- 25. The Tenant acknowledges that no promises, representations, warranties or undertakings have been given by the Landlord or Agent in relation to the suitability of the premises for the Tenant's purposes or in respect of the furnishings, fittings or appurtenances of the premises otherwise than as provided herein.
- 26. No consent or waiver of any breach by the **Tenant** of the **Tenant**'s obligations under the Residential Tenancies Act 1997 shall prevent the **Landlord** from subsequently enforcing any of the provisions of the Agreement.

Signed by the Tenant:

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- 27. The **Tenant** agrees to observe and be bound by the Articles of Association of the Service Company or the Rules of the Body Corporate (as the case may be) in so far as they relate to or affect the use, occupation and enjoyment of the premises and the common property provided that the **Tenant** shall not be required to contribute costs of a capital nature or which would, except for the provision, be payable by the **Landlord.** The Standard Rules of the Subdivision (Body Corporate) Regulations, if not amended, apply to all Bodies Corporate.
- 28. In accordance with the provisions of Section 44 of the Residential Tenancies Act 1997, the Landlord may from time to time and at any time, other than within the terms specified in the Schedule as the fixed term, increase the rent by giving the Tenant at least 60 days notice of the increase.
- 29. This Agreement may be amended only by an Agreement in writing signed by the Landlord and the Tenant.
- **30**. The **Tenant** shall at the **Tenant's** expense replace all lighting tubes and globes to the premises, which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring.
- **31**. The **Tenant** agrees to fully and regularly maintain and water the garden area, including the trees and shrubs, to mow the lawn and to remove all garden rubbish from the property.
- 32. If the Tenant wishes to vacate the premises at the expiration of this Agreement the Tenant shall give the Landlord or Agent written notice of the Tenant's intention to vacate 28 days prior to the expiration of the Agreement. If the Tenant remains in occupation of the premises after the expiration of this Agreement and does not enter into a new fixed term Agreement the Tenant must give written notice of the Tenant's intention to vacate the premises specifying a termination date that is not earlier than 28 days after the day on which the Tenant gives notice.
- 33. The **Tenant** acknowledges that pursuant to Section 428 of the Residential Tenancies Act 1997, the **Tenant** shall not refuse to pay rent on the ground that the **Tenant** intends to regard as rent paid by the **Tenant**, the Bond or any part of the Bond paid in respect of the Premises. The **Tenant** acknowledges that failure to abide by this section of the Act renders the **Tenant** liable to a penalty of \$1000.
- 34. The **Tenant** agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motor cycles in or around the property including common property. The **Tenant** also agrees to be fully responsible for the removal of any motor cycle, car or boat spare parts or bodies or any other equipment used and to fully reinstate the Premises or the land or common property on which it is situated to their original condition forthwith.

#### 35. The Tenant must:

- (a) check each smoke detector in the Premises weekly to confirm that it is kept fully operational. These checks are to ensure the safety of the **Tenant** and the security of the Premises.
- (b) replace the battery in each smoke detector on or about 1st January each year (or earlier if this becomes necessary)
- (c) immediately notify the Landlord/Agent of any faulty smoke detector (and confirm this advice to the Landlord/Agent in writing the same day).
- 36. Consent to receive information by electronic communication
- **36.1** For the purposes of sections 8(1) and 8(2) of the Electronic Transactions (Victoria) Act 2000 (Act) the landlord and the tenant each consent to information being given to them by means of an electronic communication.
- **36.2** In this additional term, "electronic communication" has the same meaning as in section 3(1) of the Act and "information" has the same meaning as "giving information" in section 8(5) of the Act."

igned by the Tenant:

#### SPECIAL CONDITIONS

#### SMOKING

All smoking is to be done outside the house / unit, to ensure curtains, walls and carpets do not absorb the smell. Should this occur, it is the tenant's responsibility to have the curtains and carpets professionally cleaned and the walls washed down.

#### OCCUPATION

It is hereby agreed that the premises will not be permanently occupied by anyone other that the applicants approved by the landlord. If a new tenant wishes to move in or replace an existing tenant, an application must be submitted and this must

be approved by the landlord, in the form of an approved application, prior to moving in.

#### **PAYING RENT**

It is the tenant's legal responsibility to pay rent to the agent. Rent must be paid to the agent at – 1 Bayview Road, Belgrave 3160 or via rent card supplied.

#### **RENT ARREARS**

If you are having difficulty paying your rent, please contact our office immediately to discuss the matter. A reminder letter will be sent to you after rent is 3 days late and a notice to vacate will be automatically served on you if your rent falls 14 days into arrears.

#### MAINTENANCE / REPAIRS

All maintenance repairs and requests must be submitted to the agent in writing or via email: <a href="maintenancerepairs">propertymanagement@rangesfn.com.au</a>.

Any repair or fault reported by the tenant, that is deemed to be user fault or no repair required, will be at the tenant's expense and must be paid for with their next rent due.

#### CAR PARKING

The tenant/s agree to park all vehicles in designated car parking areas and not on the front lawn or nature strip. Only road worthy vehicles are to be kept at the property at any time. The Tenant shall not park or allow to be parked vehicles on the premises that leak oil unless a suitable tray is provided.

#### **GARDENS**

Normally, unless otherwise specified, it is the tenants responsibility to maintain the gardens and lawns of a rented premises. In the event the gardens and lawns are not being maintained by the tenant, the owner will have the option to employ a gardener at the tenants expense INSPECTIONS

Routine inspections are conducted twice yearly. The first routine inspection will be conducted after the first 3 months, followed by 6 monthly inspections thereafter. The agent will use digital photography at the time of the Inspection to report back to the owner the condition of the property.

#### CARPETS

The tenant/s hereby agree to have the carpets steam/dry cleaned at the end of the tenancy by a reputable company and to supply the agency with a copy of the invoice/receipt.

#### LEASE TERMINATION

Tenant/s are required to supply, in writing, to the agent any intention to vacate the premises. If the tenant/s is currently on a fixed term lease agreement, they are required to supply 28 days written notice of their intention to vacate the premises, to co-inside with the expiration of the tenanty. If the tenant/s are currently on a periodic lease agreement, they may give 28

days written notice to the agent, at any time throughout the tenancy.

#### BREAKING THE LEASE

If the event that the tenant, who is currently on a fixed term lease agreement, needs to terminate their lease prior to the expiration of their tenancy, they agree to the follow –

- Pay rent until such time as a suitable tenant occupies the premises.
- · Pro-rata portion of the letting fee
- · All advertising costs involved
- Any GST applicable to the above

#### **KEYS**

The tenant/s hereby agree not to change any of the properties locks unless prior approved is received in writing from the owner.

The tenant also agrees to supply the agency with a copy of all new keys to the property.

#### BOND

Security deposits are only returned to tenant/s after the property keys have been returned to the agency and a final inspection has been carried out.

#### **PETS**

The tenant/s are not permitted to have pets at the premises. Any request to have pets at the premises must be submitted in writing by the tenant/s and approved by the landlord/s.

#### INSURANCE

The Tenant acknowledges that it is their responsibility to insure their possessions. The Tenant also acknowledges that the Landlord's insurance policy will not provide cover for such possessions.

#### CONDITION RÉPORT

The Tenant acknowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to the Agent within 3 business days after entering into occupation of the premises. If the Condition Report is not returned, the copy held by the Agent will be accepted as conclusive evidence of the state of repair or general condition of the rented premises, as at the commencement of this tenancy.

Signed by the Tenant:

#### <u>Schedule</u>

Item 7: Commencing on:   7th Day of August, 2017	Item 1: Date of Agreement:	25 <sup>th</sup> July 2017
1 Bayriew Road, Belgrave Vic. 3160 Telephone; (30) 9765 4111 Fax; (30) 9752 5255  Item 4: Tenant 1  Mark Jones and Emily Jones  104 Moores Road, Monbulk Vic. 3793 Including chattels (datach inventory if necessary)  Item 6: Rental:  \$1868.00 per calendar month payable on the 7th day of every month, always in advance.  From the N/A the rent will be increased to N/A per-celendar month  Item 7: Commencing on:  7th Day of August, 2017  Item 8: Rental Payments:  To Landord/Agent at Ranges First National Real Estate Bank: National Australia Bank BSB: 03125 Account Number: 298862362  Ref: MOOR104  Item 9: Bond  \$1868.00 paid to Landlord/Agent  Where there is more than one tenant the amounts they each contribute are listed here:  Name:	Item 2: Landlord:	C/- Ranges First National
Item 5: Premises:  104 Moores Road, Monbulk Vic 3793 Including chattels (attach inventory if necessary)  Item 6: Rental:  \$1868.00 per calendar month payable on the 7th day of every month, always in advance.  From the NI/A, the rent will be increased to NI/A—per-calendar-month  Item 7: Commencing on:  7th Day of August, 2017  Item 8: Rental Payments:  To Landlord/Agent at Ranges First National Real Estate  Bank: National Australia Bank  BSB: 083 125 Account Number: 298862382  Ref: MOOR104  Item 9: Bond  \$1868.00 paid to Landlord/Agent  Where there is more than one tenant the amounts they each contribute are listed here:  Name:  Amount:  Name:  Amount:  Name:  Amount:  The Landlord authorises the Agent to undertake urgent repairs in accordance with Residential Tenancies Act 1997 up to \$1,100.00  For Urgent Repairs: Telephone 03 9754 6111 Fax: 03 9752 5255  *Fixed Term Agreement:  Item 11: Term:  Twelve (12) months  Item 12: Commencement Date:  7th day of August 2017  Ith approach by the Landlord:  In the presence of:  (Witness  Nate: Use of this Quarantee is subject to the provisions of Sections 37-and/38 of The Residential Tenancies Act, 1997 up 10 4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Item 3: Agent:	1 Bayview Road, Belgrave Vic 3160
Including chattels (attach inventory if necessary)  Item 6: Rental: \$1868.00 per calendar month payable on the 7th day of every month, always in advance. From the N/A, the rent-will-be-increased-to-N/A-per-calendar-month  Item 7: Commencing on: 7" Day of August, 2017  Item 8: Rental Payments: To Landlord/Agent at Ranges First National Real Estate Bank: National Australia Bank B3B: 083 125 Account Number: 298862382 Ref: MOOR104  Item 9: Bond \$1868.00 paid to Landlord/Agent Where there is more than one tenant the amounts they each contribute are listed here: Name: Amount: Name: Amount: Name: Amount: The Landlord authorises the Agent to undertake urgent repairs in accordance wite Residential Tenancies Act 1997 up to \$1,100.00 For Urgent Repairs: Telephone 03 9754 6111 Fax: 03 9752 5255  *Fixed Term Agreement: Item 11: Term: Twelve (12) months  Item 12: Commencement Date: 7th day of August 2017  Item 13: Termination Date: 6th day of August 2018  Signed by the Landlord: In the presence of: (Witness Note: Use of this Guarantee is subject to the provisions of Sections 37-and/38-of The Residential Tenancies Act, 1997 1997 Hereby Guarantee the punctual-performance by the wilthin-named tenant of all terms conditions and covenants contained in the above agreement. You may without affecting my/our liability under this Agreement grant time or other concession to or compremise with the Tenant and this Guarantee-shall be a continuing Guarantee in all-respects.  Signed, Sealed & Delivered By the Guarantee of: (Witness)  The Tenant hereby acknowledges having received a copy of a Statement of rights and Duties, two copies of the Conditions.)  The Tenant hereby acknowledges having received a copy of a Statement of rights and Duties, two copies of the Conditions.	Item 4: Tenant 1	Mark Jones and Emily Jones
Item 7: Commencing on:   The Day of August, 2017	Item 5: Premises:	
Item 8: Rental Payments:  To Landlord/Agent at Ranges First National Real Estate Bank: National Australia Bank BSB: 083 125 Account Number: 298862382 Ref: MOOR104  Item 9: Bond \$1868.00 paid to Landlord/Agent Where there is more than one tenant the amounts they each contribute are listed here:  Name:	Item 6: Rental:	\$1868.00 per calendar month payable on the 7th day of every month, always in advance.
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Bank: National Australia Bank BSB: 083 125 Account Number: 298862382 Ref: MOOR104  Item 9: Bond \$1868.00 paid to Landlord/Agent Where there is more than one tenant the amounts they each contribute are listed here: Name:	Item 7: Commencing on:	7 <sup>th</sup> Day of August, 2017
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Name:	Item 9: Bond	\$1868.00 paid to Landlord/Agent
Item 10: Urgent Repairs:  The Landlord authorises the Agent to undertake urgent repairs in accordance with Residential Tenancies Act 1997 up to \$1,100.00 For Urgent Repairs: Telephone 03 9754 6111 Fax: 03 9752 5255  *Fixed Term Agreement: Item 11: Term: Twelve (12) months  Item 12: Commencement Date: 7th day of August 2017  Item 13: Termination Date: 6th day of August 2018  Signed by the Landlord: In the presence of:  [Witness  Note: Use of this Guarantee is subject to the provisions of Sections 37 and 38 of The Residential Tenancies Act, 1997.  Rouarantee: To the within named landlord  [We Of Hereby Guarantee the punctual performance by the within named tenant of all terms conditions and covenants contained in the above agreement. You may without affecting my/our liability under this Agreement grant time or other concession to or compromises with the Tenant and this Guarantee shall be a continuing Guarantee in all respects.  Signed, Sealed & Delivered By the Guaranter:  In the presence of:  (Witness)  The Tenant hereby acknowledges having received a copy of a Statement of rights and Duties, two copies of the Conditions.		Where there is more than one tenant the amounts they each contribute are listed here:
The Landlord authorises the Agent to undertake urgent repairs in accordance with Residential Tenancies Act 1997 up to \$1,100.00 For Urgent Repairs: Telephone 03 9754 6111 Fax: 03 9752 5255  *Fixed Term Agreement: Item 11: Term: Twelve (12) months  Item 12: Commencement Date: 7th day of August 2017  Item 13: Termination Date: 6th day of August 2018  Signed by the Landlord: In the presence of:  (Witness Signed by the Tenant: In the presence of:  (Witness Note: Use of this Guarantee is subject to the provisions of Sections 37 and 38 of The Residential Tenancies Act, 1997.  Guarantee: To the within named landlord  INWA  Of Hereby Guarantee the punctual performance by the within named tenant of all terms conditions and covenants contained in the above agreement. You may without affecting my/our liability under this Agreement grant time or other concession to or compromise with the Tenant and this Guarantee shall be a continuing Guarantee in all respects.  Signed, Sealed & Delivered By the Guaranter:  in the presence of:  (Witness)  The Tenant hereby acknowledges having received a copy of a Statement of rights and Duties, two copies of the Conditions.)		Name: Amount: \$
Residential Tenancies Act 1997 up to \$1,100.00 For Urgent Repairs: Telephone 03 9754 6111 Fax: 03 9752 5255  *Fixed Term Agreement: Item 11: Term: Twelve (12) months  Item 12: Commencement Date: 7th day of August 2017  Item 13: Termination Date: 6th day of August 2018  Signed by the Landlord: In the presence of:  (Witness  Signed by the Tenant: In the presence of:  (Witness  Note: Use of this Guarantee is subject to the provisions of Sections 37 and 38 of The Residential Tenancies Act, 1997.  Guarantee: To the within named landlord  Have  Of Hereby Guarantee the punctual performance by the within named tenant of all terms conditions and covenants contained in the above agreement. You may without affecting my/our liability under this Agreement grant time or other concession to or compromise with the Tenant and this Guarantee shall be a continuing Guarantee in all respects.  Signed, Sealed & Delivered By the Guaranter:  In the presence of:  (Witness)  The Tenant hereby acknowledges having received a copy of a Statement of rights and Duties, two copies of the Condition		Name: Amount: \$
Item 12: Commencement Date: 7th day of August 2017  Item 13: Termination Date: 6th day of August 2018  Signed by the Landlord:	Item 10: Urgent Repairs:	
Signed by the Landlord:  In the presence of:  (Witness Signed by the Tenant:  In the presence of:  (Witness Note: Use of this Guarantee is subject to the provisions of Sections 37 and 38 of The Residential Tenancies Act, 1997.  Guarantee: To the within named landlord    We		Twelve (12) months
Signed by the Landlord:  In the presence of:  (Witness Signed by the Tenant:  In the presence of:  (Witness Note: Use of this Guarantee is subject to the provisions of Sections 37 and 38 of The Residential Tenancies Act, 1997.  Guarantee: To the within named landlord  (We Of Hereby Guarantee the punctual performance by the within named tenant of all terms conditions and covenants contained in the above agreement. You may without affecting my/our liability under this Agreement grant time or other concession to or compromise with the Tenant and this Guarantee shall be a continuing Guarantee in all respects.  Signed, Sealed & Delivered By the Guarantee:  in the presence of:  (Witness)  The Tenant hereby acknowledges having received a copy of a Statement of rights and Duties, two copies of the Conditions.	Item 12: Commencement Date:	7th day of August 2017
In the presence of:  (Witness Signed by the Tenant:  In the presence of:  (Witness Note: Use of this Guarantee is subject to the provisions of Sections 37 and 38 of The Residential Tenancies Act, 1997.  Guarantee: To the within named landlord  We  Of  Hereby Guarantee the punctual performance by the within named tenant of all terms conditions and covenants contained in the above agreement. You may without affecting my/our liability under this Agreement grant time or other concession to or compromise with the Tenant and this Guarantee shall be a continuing Guarantee in all respects.  Signed, Sealed & Delivered  By the Guaranter:  in the presence of:  (Witness)  The Tenant hereby acknowledges having received a copy of a Statement of rights and Duties, two copies of the Conditions.	Item 13: Termination Date:	6th day of August 2018
Signed by the Tenant:  In the presence of:  (Witness Note: Use of this Guarantee is subject to the provisions of Sections 37 and 38 of The Residential Tenancies Act, 1997.  Guarantee: To the within named landlord	Signed by the Landlord:	T.A. Ayar.
Note: Use of this Guarantee is subject to the provisions of Sections 37 and 38 of The Residential Tenancies Act, 1997.  Guarantee: To the within named landlord  IWeOf  Hereby Guarantee the punctual performance by the within named tenant of all terms conditions and covenants contained in the above agreement. You may without affecting my/our liability under this Agreement grant time or other concession to or compromise with the Tenant and this Guarantee shall be a continuing Guarantee in all respects.  Signed, Sealed & Delivered  By the Guaranter:	In the presence of:	(Witness)
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Guarantee: To the within named landlord	In the presence of:	(Witness)
in the presence of:	Guarantee: To the within named lift.  We Of Hereby Guarantee the punctual pin the above agreement. You ma	andlord  erformance by the within named <b>tenant</b> of all terms conditions and covenants contained y without affecting my/our liability under this <b>Agreement</b> grant time or other concession
The Tenant hereby acknowledges having received a copy of a Statement of rights and Duties, two copies of the Condition	Signed, Sealed & Delivered  By the Guaranter:	
The <b>Tenant</b> hereby acknowledges having received a copy of a Statement of rights and Duties, two copies of the Condition Report and a copy of this Tenancy Agreement in accordance with the provisions of the Residential Tenancies Act 1997.	in the presence of:	(Witness)
Wall & Vanage	The <b>Tenant</b> hereby acknowledge Report and a copy of this Tenancy	s having received a copy of a Statement of rights and Duties, two copies of the Condition Agreement in accordance with the provisions of the Residential Tenancies Act 1997.
Signed by the Tenant:	Signed by the Tenant:	affor fores



#### SPECIAL CONDITIONS

Re: 104 Moores Road, Monbulk

Tenant: Mark and Emily Jones

#### Air Conditioner - Garage

The tenant has been advised and fully understands that Air Conditioning unit in the garage is not working and at no stage will it be bought back to working order throughout the tenancy.

#### Spa Bath

The tenant has been advised and fully understands that spa bath is not in working order and at no stage will it be bought back to working order throughout the tenancy as parts no longer exist for this model. The spa bath is fully operational as a bath only.

#### **Gas Fire Place**

The tenant has been advised and fully understands that a decorative gas fire has been installed in the fire place cavity and the open fire place has been decommissioned for use.

Agent/Landlord:  $A \in A$  Agent