HOUSE & LAND CONVEYANCING PTY LTD

Licence No. 000185L

Director / Licensed Conveyancer – Hilary Martin Licence number Licence number: 000184L

> P: 03 9754 8777 F: 03 9754 8711

E: info@houseandlandconveyancing.com.au

1458 Burwood Highway Upwey, Vic 3158 P. O. Box 1207, Upwey Vic 3158

> Vendor's Statement to the Purchaser of Real Estate pursuant to Section 32 of The Sale of Land Act 1962 (VIC) ("the act")

VENDOR:

Raymond Andrew Murnane and Janet Murnane

PROPERTY:

26 Grantulla Road SELBY VIC 3159

32A FINANCIAL MATTERS

Information concerning any rates, taxes, charges or other similar outgoings <u>AND</u> any interest payable on any part of them is as follows-

Provider

Yarra Ranges Shire Council

Amount (& interest if any)

F

Yarra Valley Water- (parks, drainage & service

\$2,170.50 \$300.00 Period Per annum Per annum

Any further amounts for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:- **None to the vendors knowledge**

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

32A(b)The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:
Not Applicable

32B INSURANCE

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: Not Applicable
- (b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:- **Not Applicable**

32C LAND USE

(a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

Description:- As set out in copy title documents annexed hereto.

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

SECTION 32 STATEMENT 26 GRANTULLA ROAD SELBY VIC 3159

(b) BUSHFIRE

This land is in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: Yarra Ranges Shire Planning Scheme Responsible Authority: Yarra Ranges Shire Council

Zoning: GWZ - Green Wedge Zone

Planning Overlay/s: BMO or WMO - Bushfire Management Overlay, SLO - Significant Landscape

Overlay

32D NOTICES

- (a) Particulars of any Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affecting the land of which the Vendor might reasonably be expected to have knowledge are:- **None to the Vendors knowledge** however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) **The Vendor is not aware** of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the Land Acquisition and Compensation Act, 1986 are: **Not Applicable**

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):- **Not Applicable**

32F OWNERS CORPORATION

The Land is NOT affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

- (1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT
 - land that is to be transferred under the agreement.
 - land on which works are to be carried out under the agreement (other than Crown land).
 - land in respect of which a GAIC is imposed

SECTION 32 STATEMENT 26 GRANTULLA ROAD SELBY VIC 3159

32H SERVICES

	Service	Status			
	Electricity supply	Connected			
	Gas supply	Connected			
	Water supply	Connected			
	Sewerage	Not Connected/ Septic			
	Telephone services	Connected			
		by an authority and operating on the day of sale. The terminate their account with the service provider before the service reconnected.			
32l	<u>TITLE</u>				
	Attached are the following document/s concerning Title:				
	(a) In the case of land under the <i>Transfer of Land Act 1958</i> a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.				
	DUE DILIGENCE CHECKLIST				
	A copy of the Due Diligence Checklist is attache	d.			
DATE	E OF THIS STATEMENT	/ /20 <u>/20</u>			
	e of the Vendor				
Ray	mond Andrew Murnane and Janet Murnane				
Signature/s of the Vendor					
×	Mumane RA. Muman				

SECTION 32 STATEMENT 26 GRANTULLA ROAD SELBY VIC 3159

The Purchaser acknowledges being given a c signed any contract.	duplicate of this statement signed by the Vendor before the Purchaser
DATE OF THIS ACKNOWLEDGMENT	/ /20
Name of the Purchaser	
Signature/s of the Purchaser	
×	
~	

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged mortgages - S32A(a)

Where the land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the *Sale of Land Act 1962*.

Terms contracts - S32A(d)

Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the Sale of Land Act 1962.

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 **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.





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 right





Register Search Statement - Volume 8743 Folio 481

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REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958 _____ VOLUME 08743 FOLIO 481 Security no : 124089938571M Produced 17/05/2021 09:59 AM

LAND DESCRIPTION

Lot 3 on Plan of Subdivision 082299.

PARENT TITLES :

Volume 07286 Folio 015 Volume 08652 Folio 152

Created by instrument LP082299 15/10/1968

REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

RAYMOND ANDREW MURNANE of 26 GRANTULLA ROAD SELBY VICTORIA VIC 3159 JANET MURNANE of 26 GRANTULLA ROAD SELBY VIC 3159 AK333453U 09/05/2013

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AK333454S 09/05/2013

WESTPAC BANKING CORPORATION

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 TP634663A 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: 26 GRANTULLA ROAD SELBY VIC 3159

ADMINISTRATIVE NOTICES

NIL

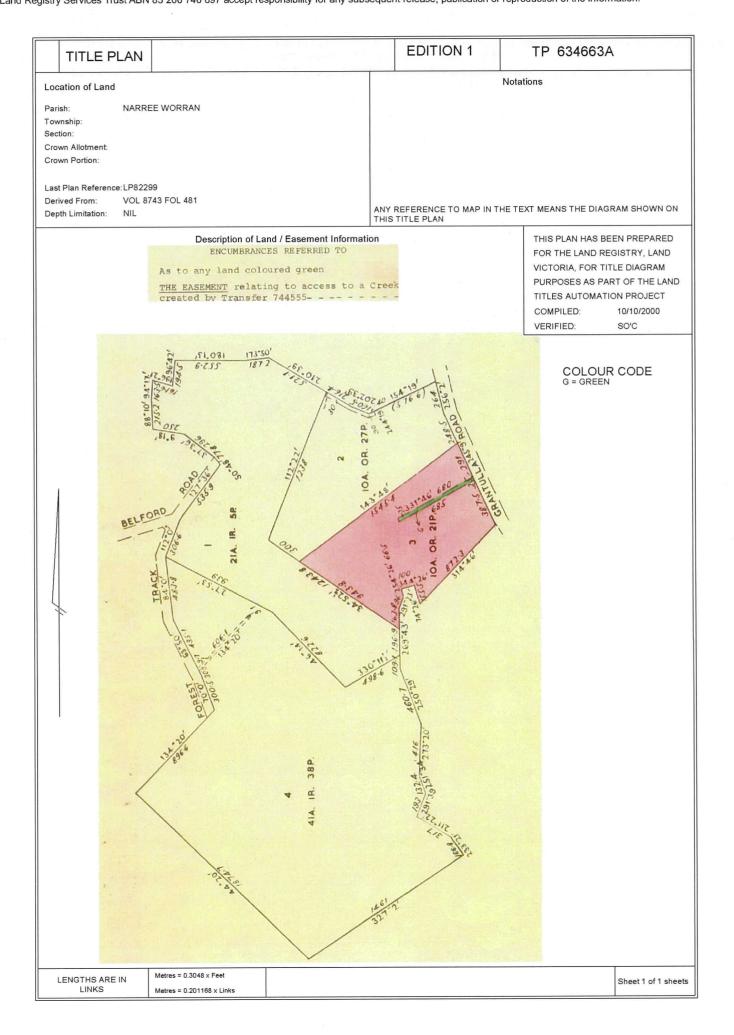
eCT Control 16320Q WESTPAC BANKING CORPORATION Effective from 23/10/2016

DOCUMENT END

The information supplied has been obtained by SAI Global Property Division Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 17/05/2021, for Order Number 68104212. Your reference: 2721MurnaneS32.

Delivered by LANDATA®, timestamp 17/05/2021 10:01 Page 1 of 1

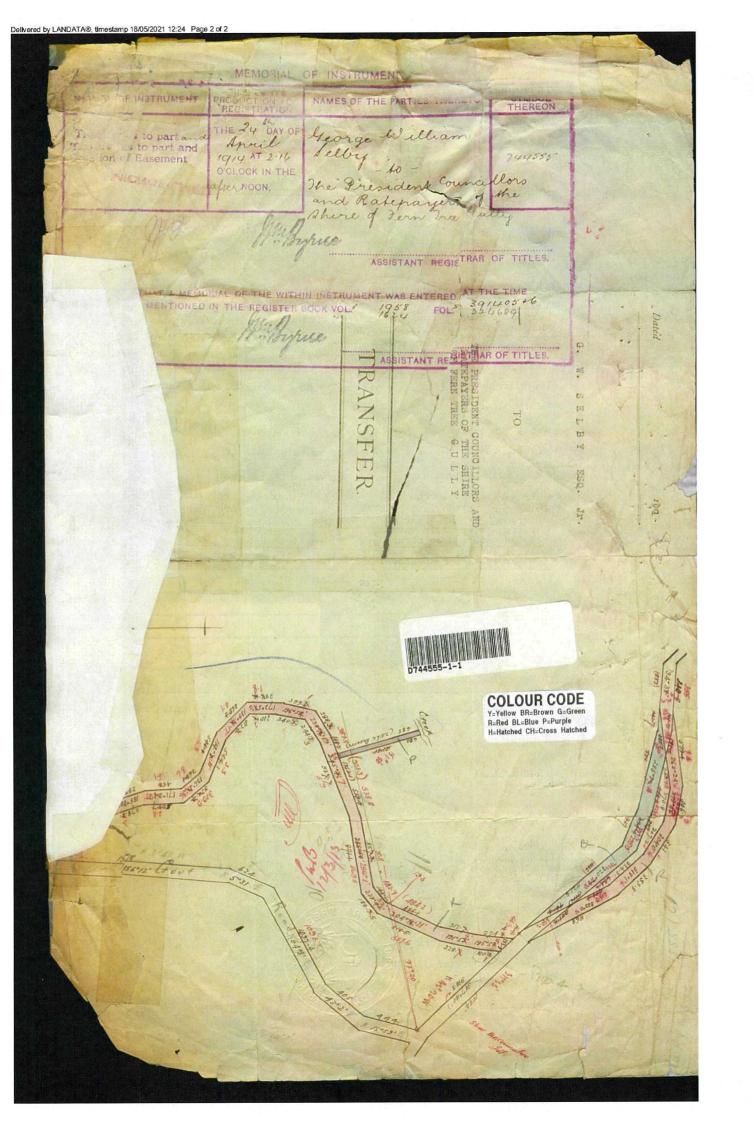
Delivered by LANDATA®, timestamp 17/05/2021 10:01 Page 1 of 1
© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Victorian Land Registry Services Pty. Ltd. ABN 86 627 986 396 as trustee for the Victorian Land Registry Services Trust ABN 83 206 746 897 accept responsibility for any subsequent release, publication or reproduction of the information.



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County of Mornington, being part of the land Particularly described in Grown Grant entered in the Register Look Volume 1958 Folio 391406, and Certificate of Title entered in the Register Book Volume 18 Folio 324689 and Together, with the right to use the Reserve colored purple on said Plan for the purpose of obtaining account to the Greek thereon shewn. 18th day of One thousand nine hundred and fourts nd GEORGE WILLIAM JUNCILLORS AND
OF THE SHIRE OF
HILY was hereto
aid affixed in the President Councillors Secret EFERRED TO. The reservations and (if any) contained in said Crown Grant





Property Report from www.land.vic.gov.au on 17 May 2021 09:50 AM

Address: 26 GRANTULLA ROAD SELBY 3159

Lot and Plan Number: Lot 3 LP82299 Standard Parcel Identifier (SPI): 3\LP82299

Local Government (Council): YARRA RANGES Council Property Number: 226936

Directory Reference: Melway 124 D9

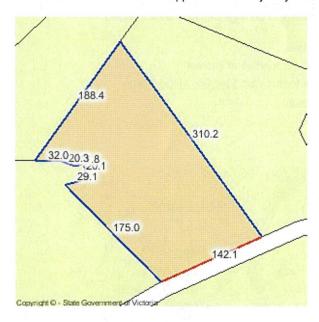
This property is in a designated bushfire prone area.

Special bushfire construction requirements apply. Planning provisions may apply.

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

Site Dimensions

All dimensions and areas are approximate. They may not agree with the values shown on a title or plan.



Area: 40818 sq. m (4.1 ha) **Perimeter:** 929 m

For this property:
Site boundaries
Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

For more accurate dimensions get copy of plan at <u>Title and Property Certificates</u>

State Electorates

Legislative Council: EASTERN VICTORIA

Legislative Assembly: MONBULK

Utilities

Rural Water Corporation: Southern Rural Water Melbourne Water Retailer: Yarra Valley Water Melbourne Water: inside drainage boundary

Power Distributor: AUSNET (Information about choosing an electricity retailer)

Planning information continued on next page

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Planning Zone Summary

Planning Zone: GREEN WEDGE ZONE (GWZ)

GREEN WEDGE ZONE - SCHEDULE 6 (GWZ6)

Planning Overlays: BUSHFIRE MANAGEMENT OVERLAY (BMO)

EROSION MANAGEMENT OVERLAY (EMO)

EROSION MANAGEMENT OVERLAY SCHEDULE (EMO)

SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 2 (SLO2)

Planning scheme data last updated on 12 May 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 <u>Planning Schemes Online</u>

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 <u>Titles and Property Certificates</u>

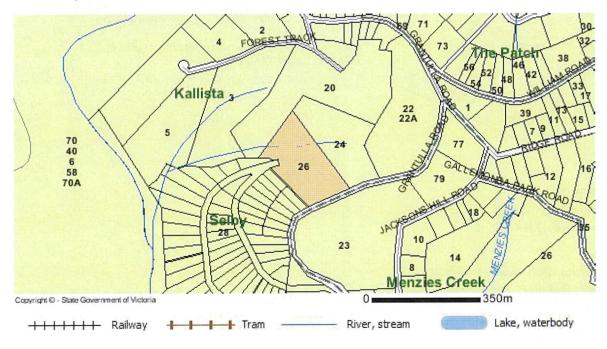
The Planning Property Report includes separate maps of zones and overlays

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 Planning Maps Online

For other information about planning in Victoria visit www.planning.vic.gov.au

Area Map



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Certificate No: 68104212

Matter Ref: 2721MurnaneS32

Client: House & Land Conveyancing

Date: 18/05/2021

Planning Certificate

(命) PROPERTY DETAILS

Property Address: 26 Grantulla Road SELBY VIC 3159

Title Particulars: Vol 8743 Fol 481

Vendor: RAYMOND MURNANE. JANET MURNANE

Purchaser: N/A



((()) MUNICIPALITY

YARRA RANGES



(PLANNING SCHEME

YARRA RANGES PLANNING SCHEME



(\widehat{m}) RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

YARRA RANGES SHIRE COUNCIL



ZONE

GREEN WEDGE ZONE - SCHEDULE 6



ABUTTAL TO A ROAD ZONE / PUBLIC ACQUISITION OVERLAY FOR A PROPOSED ROAD OR ROAD WIDENING

ABUTS A ROAD ZONE - CATEGORY 2 (GRANTULLA ROAD)



(♦) OVERLAY

DESIGN AND DEVELOPMENT OVERLAY: NOT APPLICABLE

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY: NOT APPLICABLE

DEVELOPMENT PLAN OVERLAY: NOT APPLICABLE

ENVIRONMENTAL AUDIT OVERLAY: NOT APPLICABLE

ENVIRONMENTAL SIGNIFICANCE OVERLAY: NOT APPLICABLE

HERITAGE OVERLAY: NOT APPLICABLE

PUBLIC ACQUISITION OVERLAY: NOT APPLICABLE

SIGNIFICANT LANDSCAPE OVERLAY: SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 2

SPECIAL BUILDING OVERLAY: NOT APPLICABLE

VEGETATION PROTECTION OVERLAY: NOT APPLICABLE

OTHER OVERLAYS: BUSHFIRE MANAGEMENT OVERLAY;

EROSION MANAGEMENT OVERLAY;



PROPOSED PLANNING SCHEME AMENDMENTS

YARRA RANGES C148 PROPOSES TO INTRODUCE A COMPREHENSIVE REVISION OF THE YARRA RANGES PLANNING SCHEME;

YARRA RANGES C148 PROPOSES TO REMOVE SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 2 FROM THE SUBJECT PROPERTY AND TO INCLUDE IT IN SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 1 AND PART OF IT IN ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1;



ADDITIONAL INFORMATION

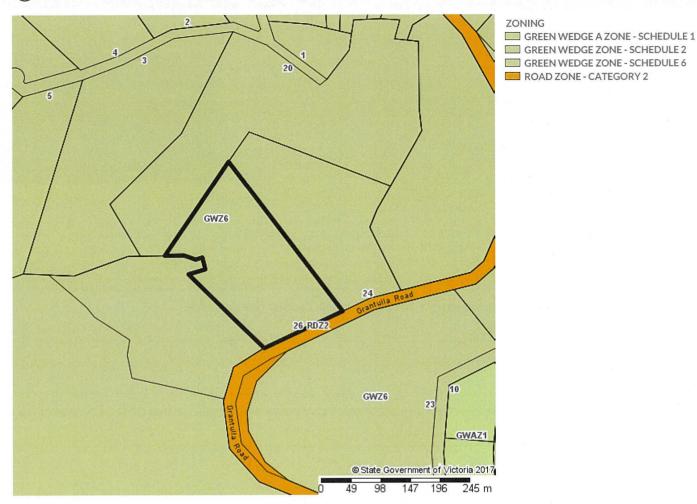
THE SUBJECT PROPERTY IS OUTSIDE THE URBAN GROWTH BOUNDARY



Certificate No: 68104212 Client: House & Land Conveyancing Matter Ref: 2721MurnaneS32

Date: 18/05/2021

PLANNING ZONE MAP



This map extract is sourced from data maintained by the State of Victoria and is provided for information purposes only. No representation is made as to the accuracy of the content, and SAI Global Property Division Pty Ltd does not accept any liability to any person for the information provided.

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Disclaimer: The information source for each entry on this certificate has been checked and if not shown on this report, is not applicable. In addition to Planning Scheme Zone and Overlay Provisions, Victorian Planning Schemes comprise the State Planning Policy Framework, the Local Planning Policy Framework, Particular Provisions and General Provisions. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land.



17th May 2021

House & Land Conveyancing via SAI Global Property SAIGPROPERTY

Dear House & Land Conveyancing via SAI Global Property,

RE: Application for Water Information Statement

Property Address:	26 GRANTULLA ROAD SELBY 3159
Applicant House & Land Conveyancing via SAI Global Property	
	SAIGPROPERTY
Information Statement	30605119
Conveyancing Account Number	2469580000
Your Reference	2721MurnaneS32

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
- ➤ Private Main/Trunk Service Agreement

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address enquiry@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

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

vvw.com.au



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

Yarra Valley Water Property Information Statement

Property Address	26 GRANTULLA ROAD SELBY 3159

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

The water supply to this property is connected by means of a Private Water Main.

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

This property is supplied by private extension from Yarra Valley Waters reticulation main. A copy of the agreement detailing conditions of supply is attached.

The water supply to this property is connected by means of a shared Private Water Main.

The water supply to this property is provided by a Private Main (Trunk Service) by agreement with Yarra Valley Water. Any maintenance, repair and replacement is the responsibility of the property owner/owners connected to the Private Main. Further information about the supply by agreement is available by contacting Yarra Valley Water on 1300 304 688.

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 Property Information Statement

Property Address	26 GRANTULLA ROAD SELBY 3159

STATEMENT UNDER SECTION 158 WATER ACT 1989

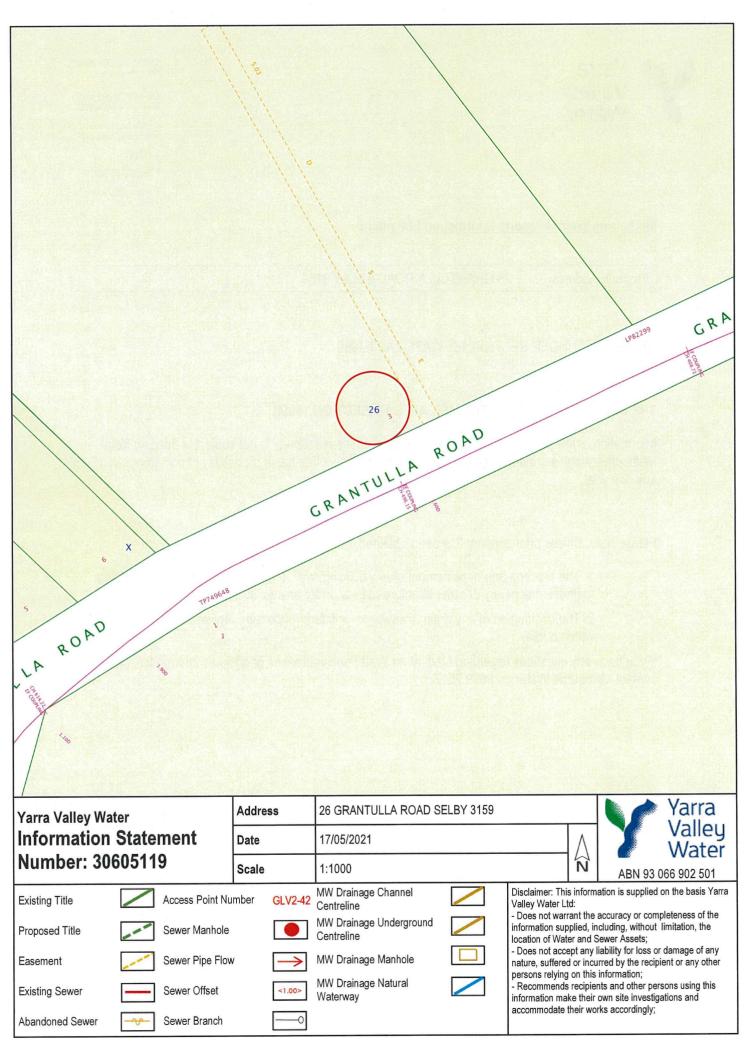
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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.





House & Land Conveyancing via SAI Global Property SAIGPROPERTY certificates@property.saiglobal.com

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

RATES CERTIFICATE

Account No: 5940521601 Rate Certificate No: 30605119 Date of Issue: 17/05/2021 Your Ref: 2721MurnaneS32

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
26 GRANTULLA RD, SELBY VIC 3159	3\LP82299	1385198	Residential

Agreement Type	Period	Charges	Outstanding
Residential Trunk Service Charge	01-04-2021 to 30-06-2021	\$19.47	\$19.47
Residential Water Usage Charge Step 1 – 42.240000kL x \$2.64460000 = \$111.71 Step 2 – 42.240000kL x \$3.17870000 = \$134.27 Step 3 – 5.520000kL x \$4.72770000 = \$26.10 Estimated Average Daily Usage \$2.83	04-12-2020 to 10-03-2021	\$272.08	\$0.00
Parks Fee	01-07-2020 to 30-06-2021	\$79.02	\$0.00
Drainage Fee	01-04-2021 to 30-06-2021	\$14.28	\$14.28
Other Charges:			
Interest No interest	applicable at this time	*	
No further charge	s applicable to this property		
	Balance Brou	ght Forward	\$0.00
	Total for T	his Property	\$33.75
		Total Due	\$33.75

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.

To ensure you accurately adjust the settlement amount, we strongly recommend you book a Special Meter Reading:

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.



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: 1385198

Address: 26 GRANTULLA RD, SELBY VIC 3159

Water Information Statement Number: 30605119

HOW TO PAY



Biller Code: 314567 Ref: 59405216017



Mail a Cheque with the Remittance Advice below to:

Yarra Valley Water GPO Box 2860 Melbourne VIC 3001

Amount	
Paid	100
Į.	

Date Paid Receipt Number

Please Note: BPAY is available for individual property settlements.

PROPERTY SETTLEMENT REMITTANCE ADVICE

Property No: 1385198

Address: 26 GRANTULLA RD, SELBY VIC 3159

Water Information Statement Number: 30605119

Cheque Amount: \$

21111922

YARRA VALLEY WATER LIMITED (ACN 066 902 501)

TEMPORARY TRUNK SERVICE AGREEMENT

REFERENCE	NO.	 (Office	T Ico	درام
REFERENCE	NU: .	 .(Office	Use	()n[v]

Yarra Valley Water agrees to supply water to each property owner specified in schedule 1 of this agreement for the purposes of each property specified in schedule 1 on a temporary basis on the terms and conditions in this agreement. This agreement supersedes any previous temporary trunk service agreements relating to this property.

1 OBLIGATIONS OF PROPERTY OWNER

Connection of Temporary Trunk Service

- 1.I The property owner may only proceed with works to connect a property subject to this agreement to the water main by a temporary trunk service if the property owner has complied with the requirements in Yarra Valley Water's letter of approval in relation to that property and has been informed by Yarra Valley Water that work may proceed.
- 1.2 The property owner may only connect a temporary trunk service to Yarra Valley Water's works if all requirements in Yarra Valley Water's letter of approval are complied with.

Responsibility for Maintenance

- 1.3 Where only one property is connected to the temporary trunk service, the property owner is responsible for the maintenance, repair and replacement of the temporary trunk service, and any works that are required to connect the property to the temporary trunk service.
- 1.4 Subject to clause 1.5, where more than one property is connected to a temporary trunk service, each property owner is responsible for the maintenance, repair and replacement of any works in connection with a temporary trunk service that are required for delivery of water to the property of that property owner.
- 1.5 If any part of the works in connection with a temporary trunk service is required for the delivery of water to more than one property, the owners of those properties are jointly and severally responsible for the maintenance, repair and replacement of that part of the works.
- 1.6 Each property owner must comply with all directions issued under section 68 of the Water Industry Act 1994 by Yarra Valley Water from time to time including carrying out any works, repairs or maintenance to the temporary trunk service deemed necessary by Yarra Valley Water.

1.7 The temporary trunk service must not be altered or extended (including for the purposes of a subdivision of land) unless Yarra Valley Water's approval has been obtained.

Pipework and Plumbing

1.8 Each property owner must ensure that all pipework and plumbing relating to the temporary trunk service is carried out in accordance with Yarra Valley Water's letter of approval and A.S. 3500 Part 1, Victoria Water Supply and Sewerage Plumbing Regulations 1994, Water Industry Regulations 1995.

Supply to Others Prohibited

1.9 Each property owner must ensure that no property other than a property the subject of this agreement is connected to or receives water from the temporary trunk service except in accordance with clause 8.

2 WATER USAGE

- 2.1 All water supplied by means of the trunk service to a property must be measured by a meter.
- 2.2 Yarra Valley Water will measure the quantity of water supplied to the property (water usage)
 - (a) by means of a meter at the point of tapping to the water main (master meter); and
 - (b) by means of a meter to measure all water supply to each property (property meter).
- 2.3 Subject to the Water Industry Regulations 1995, where water is supplied by means of a temporary trunk service to one property, water usage to the property is the greater of the water usage recorded by the master meter and the water usage recorded by the property meter.
- 2.4 Subject to the Water Industry Regulations 1995, where water is supplied by means of a temporary trunk service to more than one property, the water usage for each property is:
 - (a) the water usage recorded by the property meter for that property plus; plus
 - (b) an equal share of any water usage recorded by the master meter that exceeds the aggregate water usage recorded on each property meter.
- 2.5 Yarra Valley Water is responsible for maintaining the ferrule, the master meter and each property meter in accordance with the Water Industry Regulations 1995.

3 FEES AND CHARGES

The property owner must pay Yarra Valley Water the water usage charges and any other applicable fees and charges from time to time applying under Yarra Valley Water's pricing policy for the supply of water to a property by the temporary trunk service as determined in accordance with Yarra Valley Water's water and sewerage licence and the Water Industry Act 1994.

4 WATER INDUSTRY ACT 1994 AND WATER INDUSTRY REGULATIONS 1995

- 4.1 The Water Industry Act 1994 and Water Industry Regulations 1995 apply to this agreement to the extent they are applicable to a temporary trunk service.
- 4.2 Any reference to legislation or subordinate legislation in this agreement is a reference to that legislation or subordinate legislation as amended from time to time or, if replaced, to equivalent provisions in that legislation or subordinate legislation as replaced.

5 STANDARD OF WATER

- 5.1 Failure to maintain adequately the temporary trunk service or any works connecting the temporary trunk service to a property may affect the quantity, quality or pressure of water supplied to the property by the temporary trunk service.
- 5.2 To the maximum extent permitted by law, Yarra Valley Water does not guarantee or give any warranty or assurance with respect to the quantity, quality or pressure of water caused by a failure to maintain adequately the temporary trunk service or any pipes connecting the temporary trunk service to a property.

6 TERMINATION/DISCONNECTION

- 6.1 Yarra Valley Water may terminate this agreement or disconnect the temporary trunk service or both on not less than one month's notice in writing to the property owner for any reason whatsoever including, without limitation:
 - (a) if Yarra Valley Water or any other authority or body which supplies water decides to abandon or relocate a water main that is required for the purposes of the supply of water by the temporary trunk service;
 - (b) if the temporary trunk service adversely affects the operation of Yarra Valley Water's water supply system or the water main which supplies water to the temporary trunk service no longer has the capacity to support the temporary trunk service; or
 - subject to clause 6.3, if the property owner(s) fail to comply with a notice under section 68 of the Water Industry Act within the time specified in that notice.
- Yarra Valley Water is under no obligation to provide the property owner with an alternative water supply if the temporary trunk service is disconnected under clause 6.1
- 6.3 Yarra Valley Water may reduce or restrict the quantity of water supplied to any property owner in any of the circumstances in section 85 of the Water Industry Act 1994 or if that property owner fails to comply with any of that property owner's obligations under this agreement.
- Any moneys owing to Yarra Valley Water or to any other party under this agreement remain payable notwithstanding the termination of this agreement.
- All property owners may jointly terminate this agreement subject to the agreement of Yarra Valley Water. A property owner may terminate this agreement, insofar as it applies to that property owner, subject to the agreement of all parties. In that circumstance, the agreement continues to bind all other parties to this agreement.

May 1997

7 CHANGE IN OWNERSHIP

Proposed change in ownership

- 7.1 A property owner proposing to dispose of all or part of a property which is serviced by a temporary trunk service must inform any persons who may acquire the property of the existence of the temporary trunk service and the terms and conditions of this agreement.
- 7.2 If the disposal referred to in clause 7.1 is by way of sale, the vendor's statement under section 32 of the Sale of Land Act 1962 must expressly inform potential purchasers of the property that:
 - (a) the temporary trunk service is a temporary means of water supply to the property and may be terminated by Yarra Valley Water on not less than on month's notice in writing; and
 - (b) unless any subsequent property owner enters into this agreement with Yarra Valley Water and any other owners of properties connected to that temporary trunk service by executing a deed in the form of schedule 2, Yarra Valley Water may discontinue the supply of water to the property.

Obligations of property owner on disposal of property

7.3 If a property owner disposes of all or part of a property which is serviced by a temporary trunk service, the property owner must give notice of the disposal to Yarra Valley Water in accordance with section 176A of the Water Industry Act 1994 within 14 days after the disposal. Failure to comply with this obligation may give rise to a penalty under section 176A of the Water Industry Act 1994.

Effect of disposal on this agreement

- 7.4 Subject to clauses 7.5 and 7.6, this agreement continues to be binding on a property owner in respect of a property connected to the temporary trunk service until a notice of disposal under clause 7.3 is given or a subsequent owner of the property executes a deed in the form of schedule 2, whichever occurs first.
- 7.5 Subject to clause 7.6, when Yarra Valley Water becomes aware of the disposal of all or part of a property which is serviced by a temporary trunk service, it may disconnect that property from the temporary trunk service until a subsequent owner executes a deed under schedule 2. Unless terminated earlier, this agreement terminates from the date of disconnection against the property owner who previously owned that property.
- 7.6 If a disposal of property relates only to that part of a property which does not receive services from the temporary trunk service, this agreement remains in force in relation to the remaining part of the property that is not disposed of.

8 MULTIPLE CONNECTIONS

8.1 Yarra Valley Water may permit a person who is the owner of a property that is not connected to the temporary trunk service to extend the temporary trunk service and/or connect to the temporary trunk service, subject to that person:

- (a) obtaining a letter of approval from Yarra Valley Water and complying with the terms and conditions of that letter to the satisfaction of Yarra Valley Water;
- (b) executing a deed in the form of schedule 3; and
- (c) satisfying Yarra Valley Water that the person has complied with the reasonable terms and conditions of property owners who are parties to this agreement.
- 8.2 The property owners who are parties to this agreement must use all reasonable endeavours to reach agreement with each other in relation to the terms and conditions referred to in clause 8.1(c).
- 8.3 The terms and conditions referred to in clause 8.1(c) must be reasonable taking into account the investment of each property owner in relation to the temporary trunk service and the use that that property owner has had from the temporary trunk service.
- If the property owners who are parties to this agreement are unable to reach agreement in relation to the terms and conditions referred to in clause 8.1(c) within a period of [two] months of being asked to do so by the person wishing to connect to the temporary trunk service, Yarra Valley Water may determine the terms and conditions that must be complied with for the purposes of clause 8.1(c). In making a determination under this clause, Yarra Valley Water must consult with the property owner wishing to be connected to the temporary trunk service and each property owner who is a party to this agreement and must take into account the matters in clause 8.3. The property owners who are parties to this agreement must pay Yarra Valley Water's reasonable administrative costs in connection with making a determination under this clause. These costs are to be divided equally between them.

9 EFFECT OF EXECUTING DEED OF ASSUMPTION

- 9.1 If a person executes a deed in accordance with clauses 7 or 8:
 - (a) the terms and conditions of this agreement bind that person and this agreement is deemed to be an agreement between that person, Yarra Valley Water and each other property owner who is a party to this agreement at the date the deed is executed; and
 - (b) subject to clause 7.4, no existing or future obligation under this agreement is discharged.
- 9.2 On executing a deed in accordance with this agreement, all references to "property owner" in this agreement include a reference to a person executing the deed and all references to a "property" in this agreement include the property specified in the deed.
- 9.3 Schedule 1 may be updated by Yarra Valley Water from time to time to reflect any changes required to that schedule because of the provisions of clauses 7 and 8 of this agreement. Yarra Valley Water will circulate an updated schedule to all parties to this agreement.

10 AGREEMENT BETWEEN PROPERTY OWNERS

- 10.1 If more than one property owner is a party to this agreement, they each must co-operate with each other to ensure:
 - (a) that the temporary trunk service is properly maintained in a good and proper state of repair in accordance with the provisions of this agreement; and
 - (b) the efficient functioning of the temporary trunk service.
- Unless otherwise agreed between the property owners who are parties to this agreement and subject to clause 10.3, the cost of:
 - (a) maintenance, repair or replacement of a temporary trunk service or the pipes connecting that temporary trunk service to a property or any works in connection with that temporary trunk service under clauses 1.3 to 1.5;
 - (b) complying with a direction by Yarra Valley Water under section 68 of the Water Industry Act 1994; and
 - (c) the additional water usage under clause 2.4(b),

must be borne by property owners in accordance with their responsibilities under this agreement.

- 10.3 Unless otherwise agreed between the property owners who are parties to this agreement, if it may reasonably be demonstrated that the costs referred to in clause 10.2 have been incurred because of the act or omission of one of those property owners, that property owner must pay or reimburse the other property owners for those costs. If the act or omission of more than one property owner is involved, those property owners must share equally the cost of paying or reimbursing the other property owners,
- 10.4 If any property owner makes a payment in connection with the maintenance, repair or replacement of the temporary trunk service, that property owner may recover the amount of that payment for which another property owner is responsible under clause 10.2.

11 DISPUTES

11.1 Subject to clause 8.4, Yarra Valley Water will not arbitrate in disputes between property.

owners.

12 INDEMNITY AND RELEASE

- 12.1 To the extent permitted by law, each property owner jointly and severally indemnifies Yarra Valley Water against, and releases Yarra Valley Water from, all costs, expenses (including legal costs and expenses), liability, loss or damage incurred or suffered, directly or indirectly, by Yarra Valley Water or any other person, in connection with the temporary trunk service and the supply of water by the temporary trunk service including, without limitation:
 - (a) the construction, installation, connection, disconnection, presence, maintenance and operation of the temporary trunk service;

- (b) the supply or failure to supply water or water of a certain quality, quantity or pressure from the temporary trunk service; or
- (c) any failure to comply with the terms of this agreement.
- Each indemnity in this agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this agreement.
- 12.3 It is not necessary for Yarra Valley Water to incur expense or make payment before enforcing a right of indemnity conferred by this agreement.

13 PERMANENT WATER RETICULATION MAIN

- Yarra Valley Water may, at its discretion, at any time construct a permanent water reticulation main to service a property to which this agreement applies. Yarra Valley Water may require the property owner to meet or contribute to the cost of constructing a permanent water reticulation main to service the property in accordance with the provisions of the Water Industry Act 1994.
- Where a permanent water reticulation main is constructed by Yarra Valley Water to service a property, Yarra Valley Water may, at its cost:
 - (a) disconnect the temporary trunk service from that property; and
 - (b) connect the property to the permanent water reticulation main, unless the property owner has sought and received approval for the property not to be declared a serviced property under section 64 of the Water Industry Act 1994.
- Where a permanent water reticulation main constructed by Yarra Valley Water does not service all properties under this agreement, this agreement continues in force between Yarra Valley Water and the owners of any properties that continue to be serviced by the temporary trunk service.

14 MISCELLANEOUS

Disclosure of Agreement

14.1 Yarra Valley Water may at its absolute discretion disclose the terms and conditions of this agreement to any person.

No assignment

14.2 A property owner may not assign any rights under this agreement without the consent of Yarra Valley Water and each other party to this agreement.

Waiver and Variation

- 14.3 A provision of or a right created under this agreement may not be:
 - (a) waived except in writing signed by the party granting the waiver; or
 - (b) varied except in writing signed by the parties.

EXECUTED as an agreement.

SCHEDULE 1

PARTIES TO THIS AGREEMENT

Name & Address of Owner	Property	Reference Number [(Office Use Only)	Signature(s)	Date

Signed for and on behalf of Yarra	Valley Water Limited	
· · · · · · · · · · · · · · · · · · ·	Mana	ager - Sales & Service Assistance
Date:		
May 1997	Issue A/Rev 0	Document YFOR 3416

SCHEDULE 2

[CHANGE OF OWNERSHIP]

THIS	DEED OF ASSUMPTION	is made on		(date)
BY:				(name)
	rty Owner")		••••••	(address) ("the
RECI	TALS			
A.		i ("Yarra Valley Water") h Part 2 of the Water Industr		and sewerage licence
B.	2 2	ervice Agreement that is ann water by means of a tempor rvice Agreement.		•
C.	property from a party to the	oorary Trunk Service Agreen Temporary Trunk Service A ice may become a party to this is deed.	Agreement an	d who requires the use
D.	The property owner is the r	egistered proprietor of the pr	coperty at	
	particularly described in ce	rțificate of title volume [more [] ("Property").
E. :	the Property by Yarra Valle	es the use of the temporary to by Water and wishes to become nannar contemplated thereby	me a party to	
OPEI	RATIVE PROVISION			
1.	for the purposes of becomin conditions of the Temporar all of the provisions of the	to become a party to the Teng bound by, and assuming I y Trunk Service and underta Temporary Trunk Service Apperty owner in the Temporar	iability under kes to observ greement on a	r, the terms and re and perform each and and from the date of this
SIGNE	D,SEALED AND DELIVERED	by		(SIGNATURE)
WITN	ESS	(Print Name)		(SIGNATURE)
ADDR	ess of witness			
May 1	997	Issue A/Rev 0	Docur	nent YFOR 3416

SCHEDULE 3

	ADDING A PROPERTY TO AN EXISTING TEMPORARY TRU	INK SERVICE	
THIS	DEED OF ASSUMPTION is made on	[date]	
BV∙		[name]	
of	("the	Property Owner")	
RECI	TALS		
A.	Yarra Valley Water Limited ("Yarra Valley Water") holds a water ar issued under Division 1 of Part 2 of the Water Industry Act 1994.	nd sewerage licence	
B.	By the Temporary Trunk Service Agreement that is annexure A to this deed, Yarra Valley Water has agreed to supply water by means of a temporary trunk service to the other parties to the Temporary Trunk Service Agreement.		
C.	Under clause 8 of the Temporary Trunk Service Agreement, a person who requires the use of the temporary trunk service may become a party to the Temporary Trunk Service Agreement if that person complies, to the satisfaction of Yarra Valley Water, with any approval letter from Yarra Valley Water and the reasonable terms and conditions of the property owners who are parties to the agreement or such terms and conditions as are determined by Yarra Valley Water under clause 8.4. Attachment B is an acknowledgement by Yarra Valley Water that it is satisfied that all terms and conditions under clause 8 have been complied with.		
D.	The property owner is the registered proprietor of the property at		
		more	
	particularly described in certificate of title volume [] folio [] ("Property").	
E.	The Property Owner requires the use of the temporary trunk service for the supply of water to the Property by Yarra Valley Water and wishes to become a party to the Temporary Trunk Service Agreement in the manner contemplated thereby.		
OPEF	RATIVE PROVISION		
1.	The Property Owner agrees to becomes a party to the Temporary Trunfor the purposes of becoming bound by, and assuming liability under, conditions of the Temporary Trunk Service and undertakes to observe all of the provisions of the Temporary Trunk Service Agreement on an deed as if named as the property owner in the Temporary Trunk Service.	the terms and and perform each and id from the date of this	
SIGNE	D,SEALED AND DELIVERED by	(SIGNATURE)	
WITN	ESS(Print Name)	(SIGNATURE)	
ADDR	ESS OF WITNESS		

May 1997

Issue A/ Rev 0

Document YFOR 3416

SCHEDULE 2

[CHANGE OF OWNERSHIP]

THIS	DEED OF ASSUMPTION is	made on	(date)	
BY:	KIM JANET LEONG		(пате)	
of Proper	26 GRANTULLA ROAD KAI	LISTA VIC 3791	(address) ("the	
RECIT	TALS			
A.	Yarra Valley Water Limited ('issued under Division 1 of Par			
B.	Water has agreed to supply wa	y the Temporary Trunk Service Agreement that is annexure A to this deed, Yarra Valley rater has agreed to supply water by means of a temporary trunk service to the other parties the Temporary Trunk Service Agreement.		
C.	Under clause 7 of the Temporary Trunk Service Agreement, a person who acquires a property from a party to the Temporary Trunk Service Agreement and who requires the use of the temporary trunk service may become a party to the Temporary Trunk Service Agreement by executing this deed.			
D.	The property owner is the regi	stered proprietor of the propert	y at	
	26 GRANTULLA ROAD KA	***************************************	lio [481] ("Property").	
E. :	the Property by Yarra Valley	Owner requires the use of the temporary trunk service for the supply of water to by Yarra Valley Water and wishes to become a party to the Temporary Trunk ement in the manner contemplated thereby.		
OPERATIVE PROVISION				
1.	The Property Owner agrees to become a party to the Temporary Trunk Service Agreement for the purposes of becoming bound by, and assuming liability under, the terms and conditions of the Temporary Trunk Service and undertakes to observe and perform each and all of the provisions of the Temporary Trunk Service Agreement on and from the date of this deed as if named as the property owner in the Temporary Trunk Service Agreement.			
SIGNE	D, SEALED AND DELIVERED by	$\Lambda^{-}U$	(SIGNATURE) KJL	
WITNE	/1	(Print Name)	(LEC KENY (SIGNATURE)	
ADDRI	ess of witness 17 30	mmit Rod	Lydale	
May 1	997	Issue A/Rev 0	Document YFOR 3416	

Registration No: Phone:

PSR/3333/2020 1300 368 333

PO Box 105 Lilvdale Vic 3140 DX 34051

1300 368 333 Call

mail@yarraranges.vic.gov.au

Fax



6 April 2021

Mr R A Murnane and Mrs J Murnane 26 Grantulla Road SELBY VIC 3159

Dear Mr Murnane.

CONFIRMATION OF REGISTRATION OF SWIMMING POOL/SPA 26 Grantulla Road, Selby VIC 3159

Council would like to thank you for registering your Permanent Swimming Pool.

New laws were introduced by the Victorian Government on 1 December 2019 in an effort to improve Swimming Pool and Spa safety to prevent drowning of young children in private Swimming Pools and Spas.

Council records show that the construction date of your Permanent Swimming Pool is 19 October 1976

The barrier standard that your Permanent Swimming Pool must comply with, is as follows:

Part 9A, Division 2 of the Building Regulations 2018

The due date to lodge a Certificate of Pool and Spa Barrier Compliance from a registered Building Surveyor or Building Inspector with Council for your Permanent Swimming Pool is 1 November 2021

If you don't agree with Council's determination of the date of construction of your Permanent Swimming Pool, you can appeal to the Building Appeals Board against Council's determination within 30 days from the date of this letter.

You can find further information of the appeal process on the Building Appeals Boards website, www.buildingappeals.vic.gov.au or by contacting the Building Appeals Board on 1300 421 082.

You are now required to engage a registered Building Surveyor or registered Building Inspector to inspect your swimming pool or spa barrier. After the Permanent Swimming Pool barrier is inspected, the building surveyor or inspector will certify that the safety barrier complies with the applicable requirements. The registered building surveyor or inspector will issue a Certificate of Pool and Spa Barrier Compliance.

Property owners are required to lodge the Certificate of Pool and Spa Barrier Compliance by the date specified above confirming that the barriers are compliant with the applicable Standard. Owners will then be required to lodge a new Certificate of Pool and Spa Barrier Compliance with Council every four years thereafter.

In order to lodge the Certificate of Pool and Spa Barrier Compliance you must be a registered user, if you have not already done so please <u>Click here to register</u>.

Once your registration has been confirmed please click on the link below to access your online portal and upload the Certificate of Pool and Spa Barrier Compliance.

Click here to upload certificate

To pay the applicable certificate submission fee of \$20.50* you will need to <u>Click here to pay your Certificate Submission Fee</u> and navigate to Permit Renewals located at the bottom of the page and select "Renewal Payments". Enter in your payment reference number **1161063** and proceed.

Further information regarding the standards that the swimming pool or spa is required to meet are available at:

- The Victorian Building Authority. This includes an online checklist.
- The Standards Australia online store provides a copy of the relevant Standard by searching AS1926 and selecting AII.

If you wish to remove your Permanent Swimming Pool you must notify Council in writing when the Permanent Swimming Pool has been removed or no longer has capacity to contain water more than 300mm deep. Council will then need to carry out an inspection of your property before removing your swimming pool or spa from its register.

*Please note that fees may change, from 1 July annually, and the certificate submission fee stated above is indicative of the current fee.

If you have any queries regarding the new swimming pool and spa regulations please contact Council on 1300 368 333.

Yours sincerely

George Avramopoulos
Municipal Building Surveyor