

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		1	13194	17	45	Spence
		and known as 16a Hancock Street, Spence				
Seller	Full name	Jonathan Edmund Da Silva				
	ACN/ABN					
	Address	1/969 Riversdale Road, Surrey Hills VIC 3127				
Seller Solicitor	Firm	RMB Lawyers				
	Email	michellef@rmblawyers.com.au				
	Phone	02 6180 5111	Ref Michelle Friesen			
	DX/Address	6 97 Northbourne Avenue TURNER ACT 2612				
Stakeholder	Name	Irwin Property Pty Ltd Trust Account				
Seller Agent	Firm	Irwin Property				
	Email	jonathan@irwinproperty.com.au				
	Phone	0421 040 082	Ref Jonathan Irwin			
	DX/Address	PO Box 3822 Weston Creek ACT 2611				
Restriction on Transfer	Mark as applicable	<input checked="" type="checkbox"/> Nil <input type="checkbox"/> section 370 <input type="checkbox"/> section 280 <input type="checkbox"/> section 306 <input type="checkbox"/> section 351				
Land Rent	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
Occupancy	Mark one	<input type="checkbox"/> Vacant possession <input checked="" type="checkbox"/> Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents and				
Goods	Description	window coverings, fixed floor coverings, light fittings, fixed appliances <u>EXCLUDING dishwasher</u>				
Date for Registration of Units Plan	N/A					
Date for Completion	Within 30 days of the date hereof					
Electronic Transaction?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, using Nominated ELN: PEXA					
Land Tax to be adjusted?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes					
Residential Withholding Tax	New residential premises?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes	
	Potential residential land?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes	
	Buyer required to make a withholding payment?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes (insert details on p.3)	
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?		<input type="checkbox"/> No		<input type="checkbox"/> Yes	
	Clearance Certificates attached for all the Sellers?		<input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes	

An agent may only complete the details in this black box and exchange this contract. See page 3 for more information.

Buyer	Full name					
	ACN/ABN					
	Address					
Buyer Solicitor	Firm					
	Email					
	Phone		Ref			
	DX/Address					
Price	Price	\$	(GST inclusive unless otherwise specified)			
	Less deposit	\$	(10% of Price)		<input type="checkbox"/> Deposit by Instalments (clause 52 applies)	
	Balance	\$				
Date of this Contract						

Co-Ownership	Mark one (show shares)	<input type="checkbox"/> Joint tenants	<input type="checkbox"/> Tenants in common in the following shares:
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Read This Before Signing: Before signing this Contract you should ensure that you understand your rights and obligations. You should read the important notes on page 3. You should get advice from your solicitor.

Seller signature	Buyer signature
Seller witness name and signature	Buyer witness name and signature

Seller Disclosure Documents

The following marked documents are attached and form part of this Contract. The Buyer acknowledges that by execution of this Contract the Buyer certifies in writing that the Buyer received the marked documents prior to entering into this Contract.

- ☐ Crown lease of the Land (including variations)
- ☒ Current certified extract from the land titles register showing all registered interests affecting the Property
- ☒ Deposited Plan for the Land
- ☒ Energy Efficiency Rating Statement
- ☒ Encumbrances shown on the land titles register (excluding any mortgage or other encumbrance to be discharged)
- ☐ If there is an encumbrance not shown on the land titles register — a statement about the encumbrance complying with the Civil Law (Sale of Residential Property) Regulations
- ☒ Lease Conveyancing Inquiry Documents for the Property
- ☒ Building Conveyancing Inquiry Document (except if:
 - the Property is a Class A Unit
 - the residence on the Property has not previously been occupied or sold as a dwelling; or
 - this Contract is an “off-the-plan purchase”)
- ☒ Building and Compliance Inspection Report(s) (except if section 9(2)(a)(ii) or section 9(2)(a)(iii) of the Sale of Residential Property Act applies).
- ☒ Pest information (except if the property is a Class A Unit or is a residence that has never been occupied): Pest Inspection Report(s).
- ☐ Regulated Swimming Pool documentation required under section 9 (1)(ja) of the Sale of Residential Property Act (on and from 1 May 2024).

If the Property is off-the-plan:

- ☐ Proposed plan
- ☐ Inclusions list

If the Property is a Unit where the Units Plan is not registered:

- ☐ Inclusions list
- ☐ Disclosure Statement

If the Property is a Unit where the Units Plan is registered:

- ☒ Units Plan concerning the Property
- ☒ Current certified extract from the land titles register showing all registered interests affecting the Common Property
- ☒ Unit Title Certificate
- ☒ Registered variations to rules of the Owners Corporation
- ☐ (If the Unit is an Adaptable Housing Dwelling) drawings and plans demonstrating compliance with Australian Standard AS 4299-1995 (Adaptable Housing) as in force from time to time
- ☐ (If the Owners Corporation is a party to a Building Management Statement) Building Management Statement

If the Property is a Lot that is part of a Community Title Scheme:

- ☐ Section 67 Statement, as first or top sheet
- ☐ Community Title Master Plan
- ☐ Community Title Management Statement

If the Property is a Lot that will form part of a Community Title Scheme:

- ☐ Proposed Community Title Master Plan or sketch plan
- ☐ Proposed Community Title Management Statement

GST

- ☒ Not applicable
- ☐ Input taxed supply of residential premises
- ☐ Taxable supply (including new residential premises)
- ☐ GST-free supply of going concern
- ☐ Margin scheme applies

Tenancy

- ☒ Tenancy Agreement
- ☐ No written Tenancy Agreement exists

Invoices

- ☒ Building and Compliance Inspection Report
- ☒ Pest Inspection Report

Asbestos

- ☒ Asbestos Advice
- ☐ Current Asbestos Assessment Report

Damages for delay in Completion – applicable interest rate and legal costs and disbursements amount (see clause 22)

Interest rate if the defaulting party is the Seller	0%	% per annum
Interest rate if the defaulting party is the Buyer	10%	% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$ \$550.00	(GST inclusive)

Tenancy Summary

Premises	16a Hancock Street, Spence	Expiry date	04/09/2026
Tenant name	Defence Housing Australia	Rent	\$785.00 per week
Commencement date	05/09/2023	Rent review date	31/12/2024
Term	3 years	Rent review mechanism	See clause 5.1.a.

Managing Agent Details for Owners Corporation or Community Title Scheme (if no managing agent, secretary)

Name		Phone	
Address			

RW Amount

(residential withholding payment) — further details

The supplier will frequently be the Seller. However, sometimes further information will be required as to which entity is liable for GST (eg if the Seller is part of a GST group, where the GST representative has the GST liability). If more than one supplier, provide details for each supplier.

Supplier	Name			
	ABN		Phone	
	Business address			
	Email			
Residential Withholding Tax	Supplier's portion of the RW Amount:		\$	
	RW Percentage:			%
	RW Amount (ie the amount that the Buyer is required to pay to the ATO):		\$	
	Is any of the consideration not expressed as an amount in money?		<input type="checkbox"/> No	<input type="checkbox"/> Yes
	If 'Yes', the GST inclusive market value of the non-monetary consideration:		\$	
	Other details (including those required by regulation or the ATO forms):			

Cooling Off Period

(for residential property only)

- 1 The Buyer may rescind this Contract at any time before 5pm on the 5th Business Day after the day this Contract is made except if any circumstance in paragraph 2 applies.
- 2 There is no cooling off period if:
 - the Buyer is a corporation; or
 - the Property is sold by tender; or
 - the Property is sold by auction; or
 - before signing this Contract, the Buyer gives the Seller a certificate in the form required by the Sale of Residential Property Act signed by the Buyer Solicitor; or
 - this Contract is made on the same day the Property was offered for sale by auction but passed in and the Buyer was recorded in the bidders record as a bidder or a person for whom a bidder was bidding.
- 3 A Buyer exercising the cooling off right by rescinding this Contract forfeits 0.25% of the Price. The Seller is entitled to recover the amount forfeited from the Deposit and the Buyer is entitled to a refund of any balance.

Warnings

- 1 The Lease may be affected by the *Residential Tenancies Act 1997* (ACT) or the *Leases (Commercial & Retail) Act 2001* (ACT).
- 2 If a consent to transfer is required by law, see clause 4 as to the obligations of the parties.
- 3 As some risks associated with the Property pass from the Seller to Buyer on the Date of this Contract, (except if the Property is a Unit) the Buyer should take out insurance on the Property on the Date of this Contract.
- 4 The Buyer will usually have to pay stamp duty on the purchase of the Land. The Buyer may incur penalties if the Buyer does not pay the stamp duty within the required time.
- 5 There are serious risks to a Buyer releasing the Deposit before Completion. The Buyer should take legal advice before agreeing to release the Deposit.
- 6 The Buyer should consider the application of the Territory Plan and other planning and heritage issues before signing this Contract.
- 7 If the Lease is a concessional lease then restrictions on transfer and other dealings may apply.

Disputes

If there is a dispute, the Law Society encourages the use of informal procedures such as negotiation, independent expert appraisal or mediation to resolve the dispute.

Exchange of Contract

- 1 An Agent, authorised by the Seller, may:
 - insert:
 - the name and address of, and contact details for, the Buyer;
 - the name and address of, and contact details for, the Buyer Solicitor;
 - the Price;
 - the Date of this Contract,
 - insert in, or delete from, the Goods; and
 - exchange this Contract.
- 2 An Agent must not otherwise insert, delete or amend this Contract.
- 3 **The Agent must not exchange this Contract unless expressly authorised by the Seller or (if a solicitor is acting for the Seller) by the Seller or the Seller Solicitor.**

The Seller agrees to sell and the Buyer agrees to buy the Property for the Price on these terms:

1. Definitions and Interpretation

- 1.1 Definitions appear in the Schedule and as follows:

Affecting Interests means any mortgage, encumbrance, lease, lien, charge, notice, order, caveat, writ, or other interest;

Adaptable Housing Dwelling has the meaning in the Sale of Residential Property Act;

Agent has the meaning in the Sale of Residential Property Act;

ATO means the Australian Taxation Office, and includes the Commissioner for Taxation;

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

- a Development not approved under the Planning Act including a development for which design and siting approval has not been obtained;
- a breach of the Building and Development Provision;

- a breach of any obligation of the Seller in a registered restrictive covenant affecting the Lease;
- a breach of any other term of the Lease;
- a breach of the articles of the Owners Corporation (if the Property is a Unit); or
- an Unapproved Structure;

Building Act means the *Building Act 2004* (ACT);

Building and Development Provision has the meaning in the Planning Act;

Building Conveyancing Inquiry Document has the meaning in the Sale of Residential Property Act;

Building and Compliance Inspection Report has the meaning in the Sale of Residential Property Act;

Building Management Statement has the meaning in the Land Titles Act;

Business Day means any day other than a Saturday, Sunday, public holiday or bank holiday in the Australian Capital Territory;

Class A Unit has the meaning in the Sale of Residential Property Act;

Common Property for a Unit has the meaning in the Unit Titles Act;

Common Property for a Lot that forms part of a Community Title Scheme has the meaning in the Community Title Act;

Community Title Act means the *Community Title Act 2001* (ACT);

Community Title Body Corporate means the entity referred to as such in the Community Title Act;

Community Title Management Statement has the meaning in the Community Title Act;

Community Title Master Plan has the meaning in the Community Title Act;

Community Title Scheme has the meaning in the Community Title Act;

Completion means the time at which this Contract is completed and **Completed** has a corresponding meaning;

Compliance Certificate means a certificate issued for the Lease under section 296 of the *Planning and Development Act 2007*, Division 10.12.2 of the Planning Act or under section 28 of the *City Area Leases Act 1936* or under section 180 of the Land Act;

Covenant includes a restrictive covenant;

Default Notice means a notice in accordance with clause 18.5 and clause 18.6

Default Rules has the meaning in the Unit Titles Management Act;

Deposit means the deposit forming part of the Price;

Developer in respect of a Lot has the meaning in the Community Title Act;

Developer Control Period has the meaning in the Unit Titles Management Act;

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

Disclosure Update Notice has the meaning in section 260(2) of the Property Act;

Encumbrance has the meaning in the Sale of Residential Property Act but excludes a mortgage;

Energy Efficiency Rating Statement has the meaning in the Sale of Residential Property Act;

Excluded Change has the meaning in section 259A(4) of the Property Act;

General Fund Contribution has the meaning in section 78(1) of the Unit Titles Management Act;

GST has the meaning in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

GST Rate means the prevailing rate of GST specified as a percentage;

Improvements means the buildings, structures and fixtures erected on and forming part of the Land;

Income includes the rents and profits derived from the Property;

Land Act means the *Land (Planning & Environment) Act 1991* (ACT);

Land Charges means rates, land rent, land tax and other taxes and outgoings of a periodic nature in respect of the Property;

Land Rent Act means the *Land Rent Act 2008* (ACT);

Land Rent Lease means a Lease that is subject to the Land Rent Act;

Land Titles Act means the *Land Titles Act 1925* (ACT);

Lease means the lease of the Land having the meaning in the Planning Act;

Lease Conveyancing Inquiry Document has the meaning in the Sale of Residential Property Act;

Legislation Act means the *Legislation Act 2001*;

Liability of the Owners Corporation means any actual or contingent liability of the Owners Corporation attributable to the Unit on a Unit Entitlement basis (other than normal operating expenses) or expenditure to be made by the Owners Corporation to fulfil its obligations under the Unit Titles Management Act;

Lot has the meaning in the Community Title Act;

Non-Land Rent Lease means a Lease that is not subject to the Land Rent Act;

Notice to Complete means a notice in accordance with clause 18.1 and clause 18.2 requiring a party to complete;

Owners Corporation means the Owners Corporation for the Unit constituted or to be constituted under the Unit Titles Management Act following registration of the Units Plan;

Pest Inspection Report has the meaning in the Sale of Residential Property Act;

Pest Treatment Certificate has the meaning in the Sale of Residential Property Act;

Planning Act means the *Planning Act 2023* (ACT);

Planning and Land Authority has the meaning in the Legislation Act;

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

Property means the unexpired term of the Lease, the Improvements and the Goods, or (if the Land is a Unit) the unexpired term of the Unit Lease, the Improvements and the Goods;

Property Act means the *Civil Law (Property) Act 2006* (ACT);

Required Documents has the meaning in the Sale of Residential Property Act and includes a Unit Title Certificate but excludes a copy of this Contract;

Rescission Notice has the meaning in the Sale of Residential Property Act;

Residential Tenancies Act means the *Residential Tenancies Act 1997* (ACT);

Sale of Residential Property Act means the *Civil Law (Sale of Residential Property) Act 2003* (ACT);

Section 56 Certificate means a certificate for a Lot issued under section 56 of the Community Title Act;

Section 67 Statement means a statement for a Lot complying with section 67(2)-(4) of the Community Title Act;

Service includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television, or water service;

Staged Development has the meaning given by section 17(4) of the Unit Titles Act;

Tenancy Agreement includes a lease for any term and whether for residential purposes or otherwise;

Unapproved Structure has the meaning in the Sale of Residential Property Act;

Unit means the Unit referred to in the Schedule and which has the meaning in the Unit Titles Act;

Unit Entitlement for the Unit has the meaning in the Unit Titles Act;

Unit Title is the Lease together with the rights of the registered lessee of the Unit;

Unit Title Certificate means a certificate for the Unit issued under section 119 of the Unit Titles Management Act;

Unit Titles Act means the *Unit Titles Act 2001* (ACT);

Unit Titles Management Act means the *Unit Titles (Management) Act 2011* (ACT);

Units Plan means all the documents relating to the subdivision of the Land registered as the Units Plan for the Unit under the *Land Titles (Unit Titles) Act 1970*; and

Withholding Law means Subdivision 14 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) and associated provisions.

1.2 In this Contract:

- a reference to the Seller or to the Buyer includes the executors, administrators and permitted assigns of any of them, if an individual, and the successors or permitted assigns of any of them, if a corporation;
- the singular includes the plural, and the plural includes the singular;
- a reference to a person includes a body corporate;
- a term not otherwise defined has the meaning in the Legislation Act; and
- a reference to an Act includes a reference to any subordinate legislation made under it or any Act which replaces it.

1.3 Headings are inserted for convenience only and are not part of this Contract.

1.4 If the time for something to be done or to happen is not a Business Day, the time is extended to the next Business Day, except in the case of clause 2.1.

1.5 A reference to "this Contract" extends to the Schedule, any annexure, additional clauses and attachments forming part of this Contract.

1.6 If there is more than one buyer or more than one seller the obligations which they undertake bind them jointly and individually.

1.7 Where the Buyer consists of more than one person, as between themselves, they agree to buy the Property in the specified manner of Co-ownership or if one alternative is not marked, as joint tenants.

1.8 Without limiting clause 13, the parties agree that for the purposes of the *Electronic Transactions Act 2001* (ACT) and the *Electronic Transactions Act 1999* (Cth), this Contract may be signed and/or exchanged electronically.

2. Terms of payment

2.1 The Buyer must pay the Deposit on the Date of this Contract, to the Stakeholder or, if no Stakeholder is named, then to the Seller.

2.2 The Deposit becomes the Seller's property on Completion.

2.3 The Deposit may be paid by cheque or in cash (up to \$3,000.00) but if it is not paid on time or, if it is paid by cheque which is not honoured on first presentation, the Buyer is in default.

2.4 If the Buyer is in default under clause 2.3, then immediately and without the notice otherwise necessary under clause 18, clause 19 applies.

2.5 On Completion the Buyer must give the Seller an authority directing the Stakeholder to account to the Seller for the Deposit.

2.6 On Completion the Buyer must pay to the Seller in Canberra the Balance of the Price by unendorsed bank cheque, or in cash (up to \$200.00).

2.7 Any money payable to the Seller by the Buyer or the Stakeholder must be paid to the Seller or as the Seller Solicitor directs in writing and payment in accordance with that direction will be sufficient discharge to the person paying.

2.8 Completion must take place on the Date for Completion or as otherwise determined by this Contract and if not specified or determined, within a reasonable time.

3. Title to the Lease

- 3.1 The Lease is or will before Completion be granted under the Planning Act.
- 3.2 The Lease is transferred subject to its provisions.
- 3.3 The title to the Lease is or will before Completion be registered under the Land Titles Act.
- 3.4 The title to the Lease must be transferred free from all Affecting Interests except as otherwise provided.
- 3.5 The Buyer cannot insist on any Affecting Interests being removed from the title to the Lease before Completion provided, on Completion, the Seller gives the Buyer any documents and registration fees necessary to remove the Affecting Interests.

4. Restrictions on transfer

- 4.1 The Lease is not subject to any restrictions on transfer other than any Restriction on Transfer.
- 4.2 If the Lease is subject to a Restriction on Transfer under the Planning Act due to non-compliance with the Building and Development Provision then this Contract is subject to the grant of the approval referred to in section 370 of the Planning Act. A Restriction on Transfer referring to "section 370" refers to this restriction.
- 4.3 If the Lease is a lease of the type referred to in section 279 of the Planning Act then this Contract is subject to the approval in accordance with the Planning Act. A Restriction on Transfer referring to "section 280" refers to this restriction.
- 4.3A If the Lease is subject to a Restriction on Transfer under section 306 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in sections 306 and 307 of the Planning Act. A Restriction on Transfer referring to "section 306" refers to this restriction.
- 4.3B If the Lease is subject to a Restriction on Transfer under section 351 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in section 351 of the Planning Act. A Restriction on Transfer referring to "section 351" refers to this restriction.
- 4.4 Immediately after the Date of this Contract the Seller must do everything reasonably necessary to remove the restriction or obtain the consent required. If requested in writing, the Buyer must join in any application of the Seller and must do everything reasonably necessary to enable the Seller to obtain the consent. The Seller must pay all associated fees in connection with the application.

- 4.5 If the consent referred to in clauses 4.2, 4.3, 4.3A or 4.3B is not granted by the Date for Completion then either party may rescind this Contract (provided that the party seeking to rescind is not then in default) and clause 21 applies.

5. Particulars of title and submission of transfer

- 5.1 Unless clause 5.3 applies the Seller need not provide particulars of title.
- 5.2 No later than 7 days before the Date for Completion, the Buyer must give the Seller a transfer of the Lease in the form prescribed by the Land Titles Act, to be returned by the Seller to the Buyer on Completion in registrable form.
- 5.3 If the Seller is not the registered proprietor of the Lease at the Date of this Contract, the Seller must give to the Buyer no later than 14 days before the Date for Completion a copy of the instrument and any other documents necessary to enable the Seller to be registered as proprietor.

6. Buyer rights and limitations

- 6.1 If the Buyer establishes before Completion that except as disclosed in this Contract there is any Unapproved Structure on the Property, then the Buyer may:
 - 6.1.1 require the Seller to arrange for the Unapproved Structure to be approved before Completion; and
 - 6.1.2 if the Unapproved Structure is not approved before Completion, rescind or complete and sue the Seller for damages.
- 6.2 If the Buyer establishes, immediately before Completion, that, except as disclosed in this Contract:
 - 6.2.1 the Property is subject to an encumbrance other than the encumbrances shown on the title to the Lease; or
 - 6.2.2 the Buyer is not entitled to vacant possession, then the Buyer may either:
 - 6.2.3 rescind; or
 - 6.2.4 complete and sue the Seller for damages.
- 6.3 The Buyer is not entitled to make any requisitions on the title to the Property.
- 6.4 The Buyer cannot make a claim or objection or rescind or terminate in respect of:
 - 6.4.1 a Service for the Property being a joint service or passing through another property, or any Service for another property passing through the Property;
 - 6.4.2 a wall being or not being a party wall or the Property being affected by an

easement for support or not having the benefit of an easement for support;

- 6.4.3 any change in the Property due to fair wear and tear before Completion;
- 6.4.4 a promise, representation or statement about this Contract, the Property or the Lease, not made in this Contract;
- 6.4.5 any Breach of Covenant described in the Schedule or disclosed elsewhere in this Contract;
- 6.4.6 the ownership or location of any dividing fence;
- 6.4.7 the ownership of any fuel storage tank; and
- 6.4.8 anything disclosed in this Contract (except an Affecting Interest).

7. Seller warranties

- 7.1 The Seller warrants that at the Date of this Contract:
 - 7.1.1 the Seller will be able to complete at Completion;
 - 7.1.2 the Seller has no knowledge of any unsatisfied judgment, order or writ affecting the Property;
 - 7.1.3 the Seller has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property; and
 - 7.1.4 the Seller is not aware of any material change in the matters disclosed in the Required Documents.
- 7.2 The Seller warrants that on Completion:
 - 7.2.1 the Seller will be or will be able to be the registered proprietor of the Lease and will own the rest of the Property free from any Affecting Interests;
 - 7.2.2 the Seller will have the capacity to complete;
 - 7.2.3 there will be no unsatisfied judgment, order or writ affecting the Property;
 - 7.2.4 the Seller has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property;
 - 7.2.5 the Seller is not aware of any encroachments by or upon the Property except as disclosed. This warranty does not extend to the location of any dividing fence;
 - 7.2.6 there will be no Breach of Covenant except as disclosed in this Contract; and
 - 7.2.7 unless disclosed in the Schedule or elsewhere in this Contract, the Lease is a

Non-Land Rent Lease and not a Land Rent Lease.

- 7.3 The Seller gives no warranties as to the present state of repair of any of the Improvements or condition of the Land, except as required by law.

8. Adjustments

- 8.1 The Seller is entitled to the Income and is liable for all Land Charges up to and including Completion after which the Buyer will be entitled to the Income and liable for the Land Charges, provided the Seller will be liable for all land tax in respect of the Property if the 'Land Tax to be adjusted?' option on the Schedule is marked 'No'.
- 8.2 The parties must pay any adjustment of the Income and Land Charges calculated under clause 8.1 on Completion.
- 8.3 Any concessional Land Charges must be adjusted on the concessional amount of those Land Charges.
- 8.4 If any of the Land Charges have not been assessed on Completion, the Buyer will be entitled to retain in the Buyer Solicitor trust account from the Balance of the Price an amount sufficient to pay the Seller's proportion of those Land Charges.
- 8.5 Attached are copies of the relevant invoices for the cost of obtaining the Building and Compliance Inspection Report and Pest Inspection Report. The Buyer must pay to the Seller the cost of obtaining the Building and Compliance Inspection Report and the Pest Inspection Report as required by section 18 of the Sale of Residential Property Act on Completion.

9. Terms of possession

- 9.1 The Seller must give the Buyer vacant possession of the Property on Completion unless otherwise marked in the Schedule.
- 9.2 If the Property is sold subject to a tenancy, the Seller has:
 - 9.2.1 attached to this Contract a copy of the signed Tenancy Agreement; or
 - 9.2.2 completed the tenancy summary on page 2 of this Contract.
- 9.3 If the Property is sold subject to a tenancy:
 - 9.3.1 the Seller warrants that except as disclosed in this Contract:
 - (a) if applicable, the rental bond has been provided in accordance with the Residential Tenancies Act;
 - (b) if applicable, the Seller has complied with the Residential Tenancies Act;

- (c) if applicable, the Seller has no notice of any application by the tenant for the release of the rental bond;
- (d) no notices relating to the tenancy have been served on the Seller or any agent of the Seller or on the tenant other than as disclosed in this Contract and there are no outstanding claims or disputes with the tenant;
- (e) there is no unremedied breach of the Tenancy Agreement by the tenant or the Seller; and
- (f) if applicable, the Tenancy Agreement incorporates:
 - (i) the Prescribed Terms; and
 - (ii) any other terms approved by the Residential Tenancies Tribunal.

9.3.2 The Seller must hand to the Buyer on Completion:

- (a) any written Tenancy Agreement to which this Contract is subject;
- (b) a notice of attornment;
- (c) if applicable, any notice required to be signed by the Seller to transfer the rental bond by the Office of Rental Bonds to the Buyer; and
- (d) if applicable, any other notice required to be signed by the Seller under the Residential Tenancies Act.

9.3.3 The Buyer indemnifies the Seller in relation to any liability which the Seller incurs or to which the Seller is subject under the tenancy because of matters occurring after Completion.

10. Inspection and condition of Property

- 10.1 The Buyer may on reasonable notice to the Seller and at reasonable times inspect the Property before Completion.
- 10.2 The Seller must leave the Property clean and tidy on Completion.

11. Inspection of building file

- 11.1 The Seller must, if requested by the Buyer, give to the Buyer all authorities necessary to enable the Buyer (or Buyer's nominee) to inspect and obtain at the Buyer's expense, copies of:
 - 11.1.1 any document in relation to the Land and Improvements held by any government or statutory authority; and

- 11.1.2 any notices issued by any authority in relation to the Land and Improvements.

12. Additional Seller obligations

- 12.1 Except for any Breach of Covenant disclosed in this Contract, the Seller must before Completion:
 - 12.1.1 comply with any notice issued by any authority before the Date of this Contract which requires work to be done or money to be spent on or in relation to the Property or the Lease;
 - 12.1.2 obtain approval for any Development conducted on the Land;
 - 12.1.3 comply with the Lease to the extent to which the Seller is required to comply up to Completion;
 - 12.1.4 comply with any obligations on the Seller in a registered restrictive covenant affecting the Lease; and
 - 12.1.5 give the Buyer notice of any material change (other than fair wear and tear) the Seller becomes aware of in the matters disclosed in the Required Documents, since the date of each of the relevant Required Documents.

13. Electronic transaction

- 13.1 In this clause 13, the following words mean:

Adjustment Figures mean details of the adjustments to be made to the Price under this Contract;

Completion Time means the time of day on the Date for Completion when the Electronic Transaction is to be Completed;

Conveyancing Transaction has the meaning given in the Participation Rules;

Digitally Signed has the meaning given in the Participation Rules and **Digitally Sign** has a corresponding meaning;

Discharging Mortgagee means any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a Digitally Signed discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the Lease to be transferred to the Buyer;

ECNL means the *Electronic Conveyancing National Law (ACT) Act 2020* (ACT);

Effective Date means the date on which the Conveyancing Transaction is agreed to be an Electronic Transaction under clause 13.2.2 or, if clause 13.2.1 applies, the Date of this Contract;

Electronic Document means a caveat, a Crown lease or an instrument as defined in the Land Titles Act which may be created and Digitally Signed in an Electronic Workspace;

Electronic Transaction means a Conveyancing Transaction to be conducted for the parties by their legal representatives as Subscribers using an ELN and in accordance with the ECNL and the Participation Rules;

Electronic Transfer means a transfer of the Lease under the Land Titles Act to be prepared and Digitally Signed in the Electronic Workspace established for the purposes of the parties' Conveyancing Transaction;

Electronic Workspace has the meaning given in the Participation Rules;

Electronically Tradeable means a land title dealing that can be lodged electronically;

ELN has the meaning given in the Participation Rules;

FRCGW Remittance means a remittance which the Buyer must make in accordance with the Withholding Law and clauses 51.4 to 51.8;

GSTRW Payment means a payment which the Buyer must make in accordance with the Withholding Law and clauses 53.5 to 53.9;

Incoming Mortgagee means any mortgagee who is to provide finance to the Buyer on the security of the Lease and to enable the Buyer to pay the whole or part of the price;

Land Registry has the meaning given in the Participation Rules;

Lodgment Case has the meaning given in the Participation Rules;

Mortgagee Details mean the details which a party to the Electronic Transaction must provide about any Discharging Mortgagee of the Land as at Completion;

Nominated ELN means the ELN specified in the Schedule;

Participation Rules mean the participation rules as determined by the ECNL;

Populate means to complete data fields in the Electronic Workspace;

Prescribed Requirement has the meaning given in the Participation Rules;

Subscribers has the meaning given in the Participation Rules; and

Title Data means the details of the title to the Lease made available to the Electronic Workspace by the Land Registry.

13.2 This Conveyancing Transaction is to be conducted as an Electronic Transaction and this Contract is amended as required if:

13.2.1 this Contract says that it is an Electronic Transaction; or

13.2.2 the parties otherwise agree that it is to be conducted as an Electronic Transaction.

13.3 However, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:

13.3.1 if the title to the Lease is not Electronically Tradeable or the transfer of the Lease is not eligible to be lodged electronically; or

13.3.2 if, at any time after the Effective Date, but at least 14 days before the Date for Completion, a party serves a notice on the other party stating a valid reason why it cannot be conducted as an Electronic Transaction.

13.4 If, because of clause 13.3.2, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:

13.4.1 each party must:

(a) bear equally any disbursements or fees; and

(b) otherwise bear that party's own costs; incurred because this Conveyancing Transaction was to be conducted as an Electronic Transaction; and

13.4.2 if a party has paid all of a disbursement or fee which by reason of this clause, is to be borne equally by the parties, that amount must be adjusted on Completion.

13.5 If this Conveyancing Transaction is to be conducted as an Electronic Transaction:

13.5.1 to the extent that any other provision of this Contract is inconsistent with this clause, the provisions of this clause prevail and this Contract is amended to give full effect to the Electronic Transaction;

13.5.2 without limiting clause 13.5.1, clause 5.2 does not apply;

13.5.3 the parties must conduct the Electronic Transaction:

(a) in accordance with the Participation Rules and the ECNL; and

(b) using the Nominated ELN, unless the parties otherwise agree;

13.5.4 a party must pay the fees and charges payable by that party to the ELN and the

- Land Registry as a result of this transaction being an Electronic Transaction; and
- 13.5.5 a document which is an Electronic Document is served as soon as it is first Digitally Signed in the Electronic Workspace on behalf of the party required to serve it.
- 13.6 The Seller must within 7 days of the Effective Date:
- 13.6.1 create an Electronic Workspace;
- 13.6.2 Populate the Electronic Workspace with Title Data, the Date for Completion and, if applicable, Mortgagee Details; and
- 13.6.3 invite the Buyer and any Discharging Mortgagee to the Electronic Workspace.
- 13.7 If the Seller has not created an Electronic Workspace in accordance with clause 13.6, the Buyer may create an Electronic Workspace. If the Buyer creates the Electronic Workspace the Buyer must:
- 13.7.1 Populate the Electronic Workspace with Title Data;
- 13.7.2 create and Populate the Electronic Transfer;
- 13.7.3 Populate the Electronic Workspace with the Date for Completion and a nominated Completion Time; and
- 13.7.4 invite the Seller and any Incoming Mortgagee to join the Electronic Workspace.
- 13.8 Within 7 days of receiving an invitation from the Seller to join the Electronic Workspace, the Buyer must:
- 13.8.1 join the Electronic Workspace;
- 13.8.2 create and Populate the Electronic Transfer;
- 13.8.3 invite any Incoming Mortgagee to join the Electronic Workspace; and
- 13.8.4 Populate the Electronic Workspace with a nominated Completion Time.
- 13.9 If the Buyer has created the Electronic Workspace the Seller must within 7 days of being invited to the Electronic Workspace:
- 13.9.1 join the Electronic Workspace;
- 13.9.2 Populate the Electronic Workspace with Mortgagee Details, if applicable; and
- 13.9.3 invite any Discharging Mortgagee to join the Electronic Workspace.
- 13.10 To complete the financial settlement schedule in the Electronic Workspace:
- 13.10.1 the Seller must provide the Buyer with Adjustment Figures at least 2 Business Days before the Date for Completion;
- 13.10.2 the Buyer must confirm the Adjustment Figures at least 1 Business Day before the Date for Completion; and
- 13.10.3 if the Buyer must make a GSTRW Payment and / or an FRCGW Remittance, the Buyer must Populate the Electronic Workspace with the payment details for the GSTRW Payment or FRCGW Remittance payable to the ATO at least 2 Business Days before the Date for Completion.
- 13.11 Before Completion, the parties must ensure that:
- 13.11.1 all Electronic Documents which a party must Digitally Sign to complete the Electronic Transaction are Populated and Digitally Signed;
- 13.11.2 all certifications required by the ECNL are properly given; and
- 13.11.3 they do everything else in the Electronic Workspace which that party must do to enable the Electronic Transaction to proceed to Completion.
- 13.12 If Completion takes place in the Electronic Workspace:
- 13.12.1 payment electronically on Completion of the Balance of the Price in accordance with clause 2.6 is taken to be payment by a single unendorsed bank cheque; and
- 13.12.2 clauses 51.4.3, 51.4.4, 53.8 and 53.9 do not apply.
- 13.13 If the computer systems of any of the Land Registry, the ELN, the ATO or the Reserve Bank of Australia are inoperative for any reason at the Completion Time agreed by the parties, a failure to complete this Contract for that reason is not a default under this Contract on the part of either party.
- 13.14 If the computer systems of the Land Registry are inoperative for any reason at the Completion Time agreed by the parties, and the parties agree that financial settlement is to occur despite this, then on financial settlement occurring:
- 13.14.1 all Electronic Documents Digitally Signed by the Seller, any discharge of mortgage, withdrawal of caveat or other Electronic Document forming part of the Lodgment Case for the Electronic Transaction shall be taken to have been unconditionally and irrevocably delivered to the Buyer or

the Buyer's mortgagee at the time of financial settlement; and

13.14.2 the Seller shall be taken to have no legal or equitable interest in the Property.

13.15 If the parties do not agree about the delivery before Completion of one or more documents or things that cannot be delivered through the Electronic Workspace, the party required to deliver the documents or things:

13.15.1 holds them on Completion in escrow for the benefit of the other party; and

13.15.2 must immediately after Completion deliver the documents or things to, or as directed by the party entitled to them.

14. Off the plan purchase and Compliance Certificate

14.1 If the Lease contains a Building and Development Provision which has not been complied with at the Date of this Contract, and clause 4.2 does not apply:

14.1.1 where the Seller is obliged to construct Improvements by Completion, before the Date for Completion, the Seller must at the Seller's expense complete the construction of the Improvements promptly and in a good and workmanlike manner substantially in accordance with the proposed plan, specifications and inclusions list attached; and

14.1.2 on or before Completion, the Seller must at the Seller's expense give to the Buyer evidence that a Compliance Certificate has been obtained.

15. Goods

15.1 The Seller gives no warranties as to the present state of repair of any of the Goods except as required by law.

15.2 The Goods are included in the Price.

15.3 The Seller warrants that the Goods are unencumbered and that the Seller has the right to sell them.

15.4 The Goods become the Buyer's property on Completion.

15.5 Except for fair wear and tear, the Seller must give the Goods to the Buyer on Completion in the same state of repair they are in at the Date of this Contract.

16. Errors and misdescriptions

16.1 If, before Completion, the Buyer becomes aware of an error in the description of the Property the Buyer may:

16.1.1 identify whether the error is material or not material, and ask the Seller to arrange for the error to be corrected before Completion; and

16.1.2 if the error is not corrected before Completion:

(a) for an error that is material — rescind this Contract, or complete this Contract and make a claim for compensation; and

(b) for an error that is not material — complete this Contract and make a claim for compensation.

16.2 This clause applies even if the Buyer did not take notice of or rely on anything in this Contract containing or giving rise to the error or misdescription.

16.3 The Buyer is not entitled to compensation to the extent the Buyer knew the true position before the Date of this Contract.

17. Compensation claims by Buyer

17.1 To make a claim for compensation (including a claim under clause 16) the Buyer must give notice to the Seller before Completion specifying the amount claimed and:

17.1.1 the Seller can rescind if in the case of a claim that is not a claim for delay:

(a) the total amount claimed exceeds 5% of the Price;

(b) the Seller gives notice to the Buyer of an intention to rescind; and

(c) the Buyer does not give notice to the Seller waiving the claim within 14 days after receiving the notice; and

17.1.2 if the Seller does not rescind under clause 17.1.1, the parties must complete and:

(a) the lesser of the total amount claimed and 5% of the Price must be paid out of the Price to, and held by, the Stakeholder until the claim is finalised or lapses;

(b) the amount held is to be invested by the Stakeholder (at the risk of the party who becomes entitled to it) with an Australian bank in an interest-bearing account at call in the name of

the Stakeholder in trust for the Seller and the Buyer;

- (c) the claim must be finalised by an arbitrator appointed by the parties or, if an appointment is not made within 28 days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;
- (d) the decision of the arbitrator is final and binding;
- (e) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator. For clarity, the arbitrator has the power to award indemnity costs on a legal basis against either party;
- (f) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer;
- (g) interest on the amount held, after deduction of all taxes and bank charges, Stakeholder administration fee and other similar charges and expenses, must be paid to the parties equally or as otherwise determined by the arbitrator; and
- (h) the claim lapses if the parties do not appoint an arbitrator and neither party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 90 days after Completion and the amount held by the Stakeholder must be paid immediately to the Seller without any further authority being necessary.

18. Notice to Complete and Default Notice

- 18.1 If Completion does not take place in accordance with clause 2.8, either party may, at any time after the Date for Completion, serve the other party a Notice to Complete.
- 18.2 A Notice to Complete must appoint a time during business hours and a date being not less than 14* days after service of the Notice to Complete (excluding the date of service) by which and a place in Canberra at which to complete this Contract.
- 18.3 At the time the Notice to Complete is served the party serving the Notice to Complete must:
 - 18.3.1 not be in default; and

18.3.2 be ready willing and able to complete but for some default or omission of the other party.

18.4 Completion at the time date and place specified in the Notice to Complete is an essential term.

18.5 Where one party is in default (other than failing to complete) the other party may at any time after the default serve the party in default a Default Notice.

18.6 A Default Notice:

18.6.1 must specify the default;

18.6.2 must require the party served with the Default Notice to rectify the default within 7* days after service of the Default Notice (excluding the date of service), except in the case of a Default Notice for the purposes of clause 52.6, in which case the period specified in clause 52.6 will apply; and

18.6.3 cannot be used to require a party to complete this Contract.

18.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.

18.8 The time specified in a Default Notice to rectify the specified default is an essential term.

18.9 Clauses 19 or 20 will apply as appropriate where the party served does not comply with the Notice to Complete or the Default Notice which complies with this clause.

18.10 If the party serving a notice under this clause varies the time referred to in the notice at the request of the other party, the time agreed to in the variation remains an essential term. The consent to the variation must be in writing and be served on the other party.

18.11 The parties agree that the time referred to in clauses 18.2 and 18.6.2 is fair and reasonable.

19. Termination — Buyer default

- 19.1 If the Buyer does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term then the Seller may by notice served on the Buyer terminate and may then keep, or recover and keep, the Deposit (except so much of it as exceeds 10% of the Price) and either:
 - 19.1.1 sue the Buyer for breach; or
 - 19.1.2 resell the Property and any deficiency arising on the resale and all expenses of and incidental to the resale or attempted resale and the Buyer's default are

* Alter as necessary

recoverable by the Seller from the Buyer as liquidated damages provided the Seller has entered into a contract for the resale of the Property within 12 months of termination.

- 19.2 In addition to any money kept or recovered under clause 19.1, the Seller may retain on termination any other money paid by the Buyer as security for any damages awarded to the Seller arising from the Buyer's default provided that proceedings for the recovery of damages are commenced within 12 months of termination.

20. Termination — Seller default

- 20.1 If the Seller does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term the Buyer may by notice served on the Seller either:
- 20.1.1 terminate and seek damages; or
 - 20.1.2 enforce without further notice any other rights and remedies available to the Buyer.
- 20.2 If the Buyer terminates, the Stakeholder is authorised to refund to the Buyer immediately any money paid on account of the Price.

21. Rescission

- 21.1 Unless section 15 of the Sale of Residential Property Act applies, if this Contract is rescinded, it is rescinded from the beginning, and unless the parties otherwise agree:
- 21.1.1 the Deposit and all other money paid by the Buyer must be refunded to the Buyer immediately without any further authority being necessary; and
 - 21.1.2 neither party is liable to pay the other any amount for damages, costs or expenses.

22. Damages for delay in Completion

- 22.1 If Completion does not occur by the Date for Completion, due to the default of either party, the party who is at fault must pay the other party as liquidated damages on Completion:
- 22.1.1 if the defaulting party is the Seller, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion;
 - 22.1.2 if the defaulting party is the Buyer, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion; and
 - 22.1.3 the amount this Contract says on page 2 to be applied towards any legal costs and disbursements incurred by the party not

at fault if Completion occurs later than 7 days after the Date for Completion.

- 22.2 Whether or not percentages are inserted in clauses 22.1.1 or 22.1.2 the party at fault must pay the amount specified in clause 22.1.3 in addition to any other damages to which the party not at fault is entitled both at law and under this Contract.
- 22.3 The parties agree that:
- 22.3.1 the amount of any damages payable under clause 22.1.1 or clause 22.1.2 to the party not in default is a genuine and honest pre-estimate of loss to that party for the delay in Completion, and
 - 22.3.2 the damages must be paid on Completion.

23. Foreign Buyer

- 23.1 The Buyer warrants the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer of the Lease under the *Foreign Acquisitions and Takeovers Act 1975* (Cth).
- 23.2 This clause is an essential term.

24. GST

- 24.1 If a party must pay the Price or provide any other consideration to another party under this Contract, GST is not to be added to the Price or amount, unless this Contract provides otherwise.
- 24.2 If the Price is stated in the Schedule to exclude GST and the sale of the Property is a taxable supply, the Buyer must pay to the Seller on Completion an amount equal to the GST payable by the Seller in relation to the supply.
- 24.3 If under this Contract a party (Relevant Party) must make an adjustment, pay an amount to another party (excluding the Price but including the Deposit if it is released or forfeited to the Seller) or pay an amount payable by or to a third party:
- 24.3.1 the Relevant Party must adjust or pay at that time any GST added to or included in the amount; but
 - 24.3.2 if this Contract says this sale is a taxable supply, and payment would entitle the Relevant Party to claim an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment or payment is or was entitled multiplied by the GST Rate.
- 24.4 If this Contract says this sale is the supply of a going concern:

- 24.4.1 the parties agree the supply of the Property is the supply of a going concern;
- 24.4.2 the Seller must on Completion supply to the Buyer all of the things that are necessary for the continued operation of the enterprise;
- 24.4.3 the Seller must carry on the enterprise until Completion;
- 24.4.4 the Buyer warrants to the Seller that on Completion the Buyer will be registered or required to be registered; and
- 24.4.5 if for any reason (and despite clauses 24.1 and 24.4.1) the sale of the Property is not the supply of a going concern but is a taxable supply:
 - (a) the Buyer must pay to the Seller on demand the amount of any GST payable by the Seller in respect of the sale of the Property; and
 - (b) the Buyer indemnifies the Seller against any loss or expense incurred by the Seller in respect of that GST and any breach of clause 24.4.5(a).

24.5 If this Contract says the margin scheme applies:

- 24.5.1 the Seller warrants that it can use the margin scheme; and
- 24.5.2 the Buyer and Seller agree that the margin scheme is to apply,

in respect of the sale of the Property.

- 24.6 If this Contract says the sale is a taxable supply, does not say the margin scheme applies to the sale of the Property, and the sale is in fact not a taxable supply, then the Seller must pay the Buyer on Completion an amount of one-eleventh of the Price.
- 24.7 Unless the margin scheme applies the Seller must, on Completion, give the Buyer a tax invoice for any taxable supply by the Seller by or under this Contract.

25. Power of attorney

- 25.1 Any party who signs this Contract or any document in connection with it under a power of attorney must, on request and without cost, provide the other party with a true copy of the registered power of attorney.

26. Notices claims and authorities

- 26.1 Notices, claims and authorities required or authorised by this Contract must be in writing.
- 26.2 To serve a notice a party must:
 - 26.2.1 leave it at; or

- 26.2.2 send it by a method of post requiring acknowledgment of receipt by the addressee to,

the address of the person to be served as stated in the Schedule or as notified by that person to the other as that person's address for service under this Contract; or

- 26.2.3 serve it on that party's solicitor in any of the above ways; or

- 26.2.4 deliver it to an appropriate place in the facilities of a document exchange system in which the recipient solicitor has receiving facilities (and in the latter case service is deemed effected on the Business Day following delivery); or

- 26.2.5 transmit it by email to a party's solicitor to the email address for that solicitor as stated in the Schedule or as notified by that solicitor to the other solicitor as the email address for service under this Contract.

- 26.3 A party's solicitor may give a notice, claim or authority on behalf of that party.

27. Unit title

- 27.1 The following clauses 28 to 39 inclusive apply if the Property is a Unit.

28. Definitions and Interpretation

- 28.1 A reference in these clauses 28 to 39 inclusive to a section or Part is a reference to a section or Part of the Unit Titles Management Act.
- 28.2 For the purposes of a claim for compensation pursuant to clause 39, the provisions of clause 17 will apply provided that clause 17.1.1(c) is amended to read "the Buyer does not give notice to the Seller waiving the claim, or so much of it as exceeds 5% of the Price within 14 days after receiving the notice".

29. Title to the Unit

- 29.1 Clauses 3.1, 3.2 and 3.3 do not apply.
- 29.2 The Unit Title is or will before Completion be granted under the Planning Act and is or will before Completion be registered under the *Land Titles (Unit Titles) Act 1970* (ACT).
- 29.3 The Unit Title is transferred subject to the Units Plan under which the lease to the Unit is held.

30. Buyer rights limited

- 30.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for compensation in respect of any Breach of Covenant of the Unit Title, any breach of the

lease of the Common Property or breach of rules of the Owners Corporation disclosed in this Contract.

31. Adjustment of contribution

- 31.1 Any adjustment under clause 8 must include an adjustment of the contributions to the Owners Corporation under section 78 and section 89 of the Unit Titles Management Act.

32. Inspection of Unit

- 32.1 For the purposes of clause 10.1 Property includes the Common Property.

33. Seller warranties

- 33.1 The Seller warrants that at the Date of this Contract:
- 33.1.1 to the Seller's knowledge, there are no unfunded latent or patent defects in the Common Property or Owners Corporation assets, other than the following:
 - (a) defects arising through fair wear and tear; and
 - (b) defects disclosed in this Contract;
 - 33.1.2 the Owners Corporation records do not disclose any defects to which the warranty in clause 33.1.1 applies;
 - 33.1.3 to the Seller's knowledge, there are no actual, contingent or expected unfunded liabilities of the Owners Corporation that are not part of the Owners Corporation's normal operating expenses, other than liabilities disclosed in this Contract;
 - 33.1.4 the Owners Corporation records do not disclose any liabilities of the Owners Corporation to which the warranty in clause 33.1.3 applies;
 - 33.1.5 the Seller or any occupier of the Unit has not committed any act or omission which may cause the Owners Corporation to incur any costs or perform any repairs;
 - 33.1.6 there is no amount payable to the Owners Corporation by the Seller other than a contribution due under section 78 and section 89 of the Unit Titles Management Act; and
 - 33.1.7 except for an unregistered Units Plan, the rules of the Owners Corporation are, as appropriate:
 - (a) as set out in Schedule 4 to the Unit Titles Management Act; or

- (b) in respect of a corporation established under the *Unit Titles Act 1970* (*repealed*) and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012; or

- (c) in respect of a corporation established under the Unit Titles Act and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012;

except for any alterations to those rules registered under section 108.

- 33.2 For clauses 33.1.1 to 33.1.4 inclusive, a Seller is taken to have knowledge of a thing if the Seller has actual knowledge, or ought reasonably to have knowledge, of that thing.
- 33.3 The Seller warrants that at Completion to the Seller's knowledge, there are no circumstances (other than circumstances disclosed in this Contract) in relation to the affairs of the Owners Corporation likely to significantly prejudice the Buyer.
- 33.4 For the purposes of clause 7, Property includes the Common Property.
- 33.5 These warranties are in addition to those given in clause 7.

34. Damage or destruction before Completion

- 34.1 If the Unit is destroyed or substantially damaged before Completion not due to the fault of either party then either party may by notice to the other rescind and clause 21 applies.
- 34.2 For the purposes of clause 34.1, the Unit is deemed to be substantially damaged if though not destroyed is unfit for the use to which it was being put at the Date of this Contract or, if not being used at that time, for the purpose permitted by the Unit Title.

35. Notice to Owners Corporation

- 35.1 The parties must comply with the rules of the Owners Corporation in relation to notification of the sale and purchase of the Unit.

36. Unit Title Certificate

- 36.1 On Completion the Buyer must pay to the Seller the fee as determined by the Minister pursuant to section 119(7) of the Units Title Management Act for the Unit Title Certificate attached.

37. Unregistered Units Plan

Warning: The following clauses 37, 38 and 39 do not encompass all obligations, rights and remedies under Part 2.9 of the Property Act for off the plan contracts.

- 37.1 This clause 37 applies if at the Date of this Contract, the Units Plan has not been registered.
- 37.2 The Seller must attach a copy of the proposed Units Plan or a sketch plan showing the location and dimensions of the Unit sufficient to enable the Buyer to determine the location and dimensions of the Unit in relation to other units and the Common Property in the proposed development.
- 37.3 If the Units Plan is not registered by the date specified in the Schedule, or elsewhere in this Contract, the Buyer may at any time after that date by notice served on the Seller require that the Units Plan be registered within 14 days of the service of the notice. If the Units Plan is not registered within the time limited by the notice the Buyer may at any time after expiry of the time in the notice rescind and clause 21 will apply.
- 37.4 If the Seller notifies the Buyer that the Units Plan is registered before rescission under this clause, the Buyer will not be entitled to rescind under this clause.
- 37.5 The Buyer cannot make any objection or requisition on title or claim for compensation in respect of:
- 37.5.1 any minor variations to the Unit between the plan attached, and the Units Plan registered by the Registrar General; or
- 37.5.2 any minor alterations required by an authority or the Registrar General in the number, size, location or Unit Entitlement of any other unit in the Units Plan or in or to the Common Property provided the proportion of the Unit Entitlement of the Unit to the other units in the Units Plan is not varied.

In this clause, a minor variation is any variation less than 5% to either the size or value of the Unit described in the plan attached.

- 37.6 After the Owners Corporation has been constituted under section 8, the Seller must cause the Owners Corporation to comply with the rules of the Owners Corporation and with Parts 2, 3, 4, 5 and 7 to the extent to which the Owners Corporation is required by law to comply with those provisions up to the Date for Completion.
- 37.7 The Seller must not permit the Owners Corporation to vary the rules of the Owners

Corporation from those set out in Schedule 4 of the Unit Title Management Act.

- 37.8 If clause 37.1 applies, the Seller must give to the Buyer a Unit Title Certificate at the Buyer's expense at least 7 days before Completion.
- 37.9 The parties acknowledge that the following must form part of the Contract:
- 37.9.1 a Disclosure Statement for the Unit that complies with the requirements of section 260 of the Property Act; and
- 37.9.2 if a right to approve the keeping of animals during the Developer Control Period is reserved — details of the reservation, including the kind and number of animals.
- 37.10 The Seller warrants that the information disclosed in the Disclosure Statement, including information in any Disclosure Update Notice, is accurate.

38. Rescission of Contract

- 38.1 The Buyer may, by written notice given to the Seller, rescind this Contract if:
- 38.1.1 there would be a breach of a warranty provided in any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4 or 33.3, were this Contract completed at the time it is rescinded; or
- 38.1.2 there would be a breach of a warranty provided in clause 37.10:
- (a) were this Contract completed at the time it is rescinded; and
- (b) the Buyer is significantly prejudiced by the breach,
- and the breach does not relate to an amendment to the Development Statement that is an Excluded Change.
- 38.2 A notice must be given:
- 38.2.1 under clause 38.1.1:
- (a) if this Contract is entered before the Units Plan for the Unit is registered — not later than 3 days before the Buyer is required to complete this Contract; or
- (b) in any other case — not later than 14 days after the later of the following happens:
- (i) the Date of this Contract; and
- (ii) another period agreed between the Buyer and Seller ends; or

38.2.2 under clause 38.1.2 – at any time before the Buyer is required to complete this Contract.

38.3 If the Buyer rescinds this Contract, the Seller must repay any amount paid to the Seller towards the purchase of the Unit and otherwise the provisions of clause 21 will apply.

39. Claims for compensation

39.1 This clause 39 applies if, before Completion, the Buyer reasonably believes that, except as disclosed in this Contract, there would be a breach of a warranty established under any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4, 33.3 or 37.10 were this Contract to be completed.

39.2 The Buyer may, by written notice given to the Seller:

39.2.1 tell the Seller:

- (a) about the breach; and
- (b) that the Buyer will complete this Contract; and

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

39.3.1 if this Contract is entered before the Units Plan for the Unit is registered – not later than 3 days before the Buyer is required to complete this Contract; or

39.3.2 in any other case – not later than 14 days after the later of the following happens:

- (a) the Buyer's copy of the Contract is received by the Buyer;
- (b) another period agreed between the Buyer and Seller ends.

39.4 The Buyer may not claim compensation under this clause 39 only because of the breach of a warranty related to an amendment to the Development Statement that is an Excluded Change.

40. Community title

40.1 The following clauses 41 to 50 inclusive apply if the Property is, or will on Completion form, a Lot within a Community Title Scheme.

41. Definitions and Interpretation

41.1 A reference in these clauses 40 to 50 inclusive to a section or Part is a reference to a section or Part of the Community Title Act.

42. Buyer rights limited

42.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for

compensation in respect of any breach of the lease of the Common Property or breach of rules or by-laws of the Community Title Body Corporate disclosed in this Contract.

43. Adjustment of contribution

43.1 Any adjustment under clause 8 must include an adjustment of the contributions to the fund under section 45.

44. Inspection of property

44.1 For the purposes of clause 10.1 Property includes the Common Property.

45. Unregistered Community Title Scheme

45.1 This clause 45 applies if at the Date of this Contract, the Community Title Scheme has not registered.

45.2 The Seller must attach a copy of the proposed Community Title Master Plan, or a sketch plan showing the location and dimensions of the Lot sufficient to enable the Buyer to determine the location and dimensions of the Lot in relation to other lots and the Common Property in the proposed scheme.

45.3 The Seller must attach a copy of the proposed Community Title Management Statement.

45.4 The Buyer cannot make any objection or requisition on title or claim for compensation in respect of:

45.4.1 any minor variations to the Lot between the plan attached, and the registered Community Title Master Plan; or

45.4.2 any minor alterations required by an authority or the Registrar General in the number, size, location or entitlement of any other Lot in the Community Title Scheme or in or to the Common Property provided the proportion of the entitlement of the Lot to the other lots in the Community Title Scheme is not varied; or

45.4.3 any minor variations between the proposed Community Title Management Statement and the registered Community Title Management Statement.

In this clause, a minor variation is any variation less than 5% to either the size or value of the Lot described in the plan attached and referred to in the proposed Community Title Management Statement.

45.5 The Seller must not permit the Community Title Body Corporate to vary the by-laws of the

Community Title Scheme from those set out in Schedule 1 of the Community Title Act, unless otherwise disclosed in this Contract.

- 45.6 After the Community Title Body Corporate has been constituted under section 30, the Seller must cause the Community Title Body Corporate to comply with Part 8 to the extent to which the Community Title Body Corporate is required by law to comply with those provisions up to the Date for Completion.

46. Incomplete development of Community Title Scheme

- 46.1 This clause 46 applies if at the Date of this Contract, development of the Community Title Scheme has not completed.
- 46.2 Until the development of a Community Title Scheme is finished, the Developer warrants to the Buyer that the development will be carried out in accordance with the scheme.
- 46.3 Without limiting the damages recoverable for breach of the warranty in clause 46.2, the Buyer may recover damages for the loss of a reasonably expected capital appreciation of the Lot that would have resulted from completion of the development in accordance with the terms of the Community Title Scheme.

47. Incomplete development of Lot

- 47.1 This clause 47 applies if at the Date of this Contract, the Lot is to be developed or further developed in accordance with the Community Title Scheme. For clarity, this clause does not apply if an unconditional Compliance Certificate has issued before the Date of this Contract and the Seller gives to the Buyer evidence acceptable to the Registrar General that an unconditional Compliance Certificate has issued for the Lot, or if the Seller gives an unconditional Compliance Certificate to the Buyer on Completion.
- 47.2 The Buyer becomes bound to develop the Lot in accordance with the Community Title Scheme.
- 47.3 The Seller must give written notice of the proposed sale of the Lot to the Planning and Land Authority.
- 47.4 The Buyer must:
- 47.4.1 give to the Planning and Land Authority a written undertaking to develop the Lot in accordance with the Community Title Scheme (if a form is approved for an undertaking, the form must be used); and
 - 47.4.2 give the Planning and Land Authority any security required by the Planning and Land Authority, within 28 days after notice of the transaction was given to the

Planning and Land Authority, for the development of the Lot in accordance with the Community Title Scheme.

48. Required first or top sheet

- 48.1 The Seller must give to the Buyer, before the Buyer enters into this Contract, a Section 67 Statement.
- 48.2 The Section 67 Statement must:
- 48.2.1 state that the Lot is included in a Community Title Scheme that imposes obligations on the owner of the Lot;
 - 48.2.2 state the name and address of:
 - (a) the body corporate of the scheme; or
 - (b) if it is the duty of the Community Title Body Corporate manager to act for the Community Title Body Corporate in supplying Section 56 Certificates — the manager;
 - 48.2.3 state the amount of annual contributions currently fixed by the Community Title Body Corporate as payable by the owner of the Lot;
 - 48.2.4 identify improvements on common property of the scheme for which the owner of the Lot is responsible;
 - 48.2.5 be signed by the Seller or a person authorised by the Seller; and
 - 48.2.6 be substantially complete.
- 48.3 The Seller must attach to this Contract, as a first or top sheet, a copy of the Section 67 Statement given to the Buyer under clause 48.1.
- 48.4 The Buyer may rescind this Contract if:
- 48.4.1 the Seller has not complied with clauses 48.1 and 48.3; and
 - 48.4.2 Completion has not taken place.

49. Notice to Community Title Body Corporate

- 49.1 The parties must comply with the rules and by-laws of the Community Title Body Corporate in relation to notification of the sale and purchase of the Lot.

50. Section 56 Certificate

- 50.1 The Seller must give to the Buyer a Section 56 Certificate at least 7 days before Completion.
- 50.2 On Completion, the Buyer must pay to the Seller the fee charged for the Section 56 Certificate.

51. Foreign Resident Withholding Tax

Warning: The questions in the Schedule regarding the Relevant Price and the Clearance Certificates are not binding, and are included to remind the parties of their obligations under the Withholding Law.

Warning: The following clauses 51.1 to 51.8 are subject to the Withholding Law, and do not encompass all obligations under the Withholding Law.

51.1 In this clause 51 the following words have the following meanings:

CGT Asset has the meaning in the *Income Tax Assessment Act 1997*;

Clearance Certificate means a certificate issued under section 14-220 of the Withholding Law that covers the date of Completion;

Relevant Percentage means the percentage amount stated in section 14-200(3)(a) and 14-205(4)(a) of the Withholding Law;

Relevant Price means the higher of:

- the Price (including GST); and
- the market value of the CGT Assets sold under this Contract;

as at the Date of this Contract;

Variation Certificate means a certificate issued under section 14-235 of the Withholding Law that covers the date of Completion;

Withholding Amount means, subject to clauses 51.6 and 51.7, the Relevant Percentage of the first element of the CGT Asset's cost base (for all CGT Assets sold under this Contract) as at the Date of this Contract; and

Withholding Law means Subdivision 14-D of Schedule 1 of the *Taxation Administration Act 1953* and associated provisions.

51.2 If the Relevant Price is less than the dollar amount stated in section 14-215(1)(a) of the Withholding Law as at the Date of this Contract, the parties acknowledge that there are no obligations under the Withholding Law.

51.3 If Clearance Certificates for all the Sellers are provided to the Buyer prior to Completion, the parties acknowledge that there are no obligations under the Withholding Law.

51.4 If neither clauses 51.2 or 51.3 apply, then:

51.4.1 the Seller must provide to the Buyer any information required to enable the Buyer to comply with clause 51.4.2(a), within 5 days of written request from the Buyer;

51.4.2 the Buyer must:

(a) lodge a purchaser payment notification form with the ATO; and

(b) give evidence of compliance with clause 51.4.2(a) to the Seller;

no later than 5 days before the Date for Completion;

51.4.3 the Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and retain on Completion, an unendorsed bank cheque payable to the ATO for the Withholding Amount; and

51.4.4 the parties must both, on the date of Completion, attend the offices of an authorised collection agent of the ATO to deposit the bank cheque referred to in clause 51.4.3 in payment of the Withholding Amount following Completion.

51.5 If clause 51.4 applies and the parties do not comply with clause 51.4.4:

51.5.1 the Buyer indemnifies the Seller for any loss or damage resulting from the Buyer's delay in remitting and/or failure to remit the Withholding Amount to the ATO; and

51.5.2 the Buyer charges the Property (for the benefit of the Seller) with the Buyer's obligations under this clause 51.5.

51.6 Where the Seller gives the Buyer a Variation Certificate prior to Completion, the Withholding Amount is the amount stated in the Variation Certificate.

51.7 Where Clearance Certificates for some but not all of the Sellers are provided to the Buyer prior to Completion, then the Withholding Amount is reduced by the same percentage as the percentage ownership of the Property of the Sellers that are subject to a Clearance Certificate.

51.8 Where a Clearance Certificate is provided by a Seller to the Buyer, the Seller warrants to the Buyer that that Seller is the entity referred to in the Clearance Certificate and is the relevant taxpayer for capital gains tax payable on the sale of the CGT Assets sold under this Contract.

52. Deposit by Instalments

52.1 The following clauses 52.2 to 52.8 inclusive only apply if the 'Deposit by Instalments' option on the Schedule is selected.

52.2 Clauses 2.1, 2.2, 2.3 and 2.4 are deleted.

52.3 The Buyer must pay the Deposit to the Stakeholder. The Seller agrees to accept the payment of the Deposit in two instalments as follows:

52.3.1 5% of the Price by cheque on the Date of this Contract (**First Instalment**); and

52.3.2 the balance of the Deposit (if it has not already been paid) by unendorsed bank cheque on the Date for Completion (**Second Instalment**);

and in every respect time is of the essence for payment of the First Instalment in this clause 52.3.1.

52.4 The Deposit becomes the Seller's property on Completion or on the earlier termination of this Contract by the Seller for the Buyer's default.

52.5 If the First Instalment of the Deposit is:

52.5.1 not paid on time and in accordance with clause 52.3; or

52.5.2 paid by cheque and the cheque is not honoured on first presentation,

the Buyer is in default and the Seller may terminate this Contract immediately by written notice to the Buyer (without the notice otherwise necessary under clause 18) and clause 19 applies. If the Seller does not terminate this Contract in accordance with this clause 52.5, then this Contract remains on foot, subject to this clause 52.5, until either the Seller terminates the Contract pursuant to this clause 52.5, or waives the benefit of this clause 52.5 pursuant to clause 52.8.

52.6 If the Second Instalment of the Deposit is not paid on time in accordance with clause 52.3, then the Seller cannot immediately terminate the Contract for the Buyer's breach of an essential condition. The Seller must make timing of the payment of the Second Instalment an essential condition of the Contract by serving on the Buyer a Default Notice requiring the Buyer to pay the Second Instalment within 14* days after service of the Default Notice (excluding the date of service).

52.7 For clarity, the Buyer must pay the full Price to the Seller, on or before Completion.

52.8 These clauses 52.2 to 52.8 inclusive are for the benefit of the Seller. The Seller may at any time before this Contract is terminated notify the Buyer in writing that the benefit of these clauses 52.2 to 52.8 inclusive is waived.

53. Residential Withholding Tax

Warning: The following clauses 53.1 to 53.9 are subject to the Withholding Law, and do not encompass all obligations under the Withholding Law.

53.1 In this clause 53 the following words have the following meanings:

RW Amount means the amount which the Buyer must pay under section 14-250 of the Withholding Law;

RW Amount Information means the completed RW Amount details referred to on page 3 of this Contract; and

RW Percentage means the percentage amount stated in section 14-250(6), (8) and (9) of the Withholding Law, as applicable to the supply of the Property from the Seller to the Buyer.

53.2 The Seller must provide the Buyer with the RW Amount Information no later than 7 days after the Date of this Contract.

53.3 If the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'no' or if no selection is made, the Seller warrants to the Buyer that the Buyer is not required to make a payment under section 14-250 in relation to the supply of the Property from the Seller to the Buyer.

53.4 The following clauses 53.5 to 53.9 inclusive only apply if the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'yes'.

53.5 Subject to any adjustments to the Price that may arise after the date that the RW Amount Information is provided in accordance with clause 53.2 and which affect the RW Amount, the Seller warrants to the Buyer on the date that the RW Amount Information is provided to the Buyer that the Seller has provided the Buyer with the information required under section 14 255 of the Withholding Law in relation to the supply of the Property from the Seller to the Buyer, and that this information is true and correct to the Seller's knowledge.

53.6 The Buyer must provide the Seller with a copy of the 'GST property settlement withholding notification online form' confirmation email (or emails, if applicable) issued to the Buyer by the ATO no later than:

53.6.1 21 days after a written request from the Seller; or

53.6.2 7 days prior to the Date for Completion, whichever is the earlier.

53.7 The Buyer must provide the Seller with evidence of submission by the Buyer to the ATO of the 'GST property settlement date confirmation online form', with such evidence to be provided prior to or on Completion.

* Alter as necessary

- 53.8 The Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and retain on Completion, an unendorsed bank cheque payable to the ATO for the RW Amount.
- 53.9 In relation to the unendorsed bank cheque required by clause 53.8, the Buyer must:
- 53.9.1 forward the unendorsed bank cheque to the ATO immediately after Completion; and
 - 53.9.2 provide the Seller with evidence of payment of the RW Amount to the ATO.

Unit 1 Up No. 13194
Block 17 Section 45 Spence
16a Hancock Street, Spence

SPECIAL CONDITIONS

1 DEFINITIONS AND INTERPRETATION

"Clearance Certificate" means a certificate within the meaning of s14-220 of Schedule 1 to the TA Act that covers one or more days falling within the period from and including the contract date to Completion.

"Contract" means this contract including the Printed Terms, these Special Conditions, and any other annexures or attachments.

"Printed Terms" means the printed terms of the Law Society of the Australian Capital Territory Contract for Sale of land forming part of this contract.

"Reports" means the Building and Compliance Inspection Report, Pest Inspection Report, or any of them.

"TA Act" means the *Taxation Administration Act 1953*.

All terms used in these special conditions and defined in the Printed Terms take their meaning from the Printed Terms.

2 ASBESTOS

- (a) The Seller does not check for the presence of asbestos in any form in the Property or the Land and Buyers must rely wholly on their own enquiries as to whether any form of asbestos is present.
- (b) The Seller gives no warranty that the Property or the Land is free of any form of asbestos, nor does the Building Inspector who prepares the Building and Compliance Inspection Report contained in the Contract.

3 REQUIRED DOCUMENTS AND NO CLAIM BY BUYER

The Buyer confirms having received and read the Required Documents and agrees not to and is not entitled to raise any objection or requisition, make any claim for compensation or damages, delay completion, or rescind or terminate this Contract in relation to or connection with the Required Documents except in accordance any rights available to the Buyer under the Sale of Residential Property Act.

4 DEATH OR BANKRUPTCY

Without in any manner negating, limiting or restricting any rights or remedies which would otherwise be available at law or in equity apart from this Special Condition, it is agreed that if either party (and if more than one either one of them) prior to Completion:

- (a) dies or becomes mentally ill; or
- (b) being a Company, resolves to go into liquidation or has a petition for winding up presented against it or enters into any scheme of arrangement with its creditors under the Corporations Act 2001, or if any liquidator, receiver or administrator is appointed,

then either party may rescind this Contract by notice in writing forwarded to the other party, in which case this Contract is at an end and Clause 21 applies.

5 WATER METER READING

If the Buyer or their Solicitor fails to provide the Seller's Solicitor with an Icon Water Special Reading Certificate for the Property ("Water Reading") more than three (3) Business Days prior to the Date for Completion then no adjustment will be made on Completion for any amount shown on the Water Reading and, notwithstanding Clause 8.4, the Buyer will not be entitled to retain any amount from the Price to pay or adjust any amount shown in the Water Reading.

6 BUYER PAYS FOR REPORTS

In accordance with the Sale of Residential Property Act (and even if there is no Invoice for the cost of any or all of the Reports) the Buyer must pay to the Seller the cost of the Reports by way of an adjustment on Completion.

7 INCONSISTENCIES

If any inconsistencies arise between these Special Conditions and the Printed Terms, the provisions of these Special Conditions prevail.

8 DEPOSIT

The deposit set out on the front page of this contract may be paid by bond or guarantee in accordance with the following conditions:

- (a) In this Contract, the word "Bond" means the deposit power guarantee issued to the Seller at the request of the Buyer by an Insurance company or a bank (the "Guarantor") and in, and to the effect of, the form annexed hereto and marked "A".
- (b) Subject to paragraphs (c) and (d) below, the delivery of the Bond upon or before the making of this contract, to the person nominated in this Contract to hold the deposit shall, to the extent of the amount guaranteed under the Bond, be deemed for the purposes of this Contract to be payment of the deposit in accordance with this Contract.
- (c) the Buyer shall pay the amount stipulated in the Bond to the Seller in cash or by unendorsed bank cheque on completion of this Contract or at such other time as may be provided for the deposit to be accounted for to the Seller.
- (d) If the Seller serves on the Buyer a notice in writing claiming to forfeit the deposit then, to the extent that the amount has not already been paid by the Guarantor under the Bond, the Buyer shall forthwith pay the deposit (or so much thereof as has not been paid) to the person nominated in this Contract to hold the deposit.
- (e) The Seller acknowledges that payment by the Guarantor under the Bond shall, to the extent of the amount paid, be in satisfaction of the Buyer's obligation to pay the deposit under paragraph (d) above.

9 DIRECTOR'S GUARANTEE

I/we, (name of Director/s).....of (address)
..... agree as follows:

1. I/We am/are a Director/s of the Buyer.

2. In consideration of the Seller entering into this Contract at my request, I/we agree to guarantee to the Seller:
- (a) the performance and observance by the Buyer of all its obligations under this Contract, before, on and after Completion of this Contract; and
 - (b) the payment of all money payable to the Seller or to third parties under this Contract or otherwise.
3. This is a continuing guarantee and binds me/us notwithstanding:
- (a) my/our subsequent death, bankruptcy or liquidation or the subsequent death, bankruptcy or liquidation of any one or more of the Buyer or the Buyer's Directors;
 - (b) any indulgence, waiver or extension of time by the Seller to the Buyer or to me/us or to the Buyer's Directors; and
 - (c) Completion of this Contract.
4. In the event of any breach by the Buyer covered by this guarantee, including in the payment of any money payable to the Seller or to third parties under this Contract or otherwise, the Seller may proceed to recover the amount claimed as a debt or as damages from me/us without having instituted legal proceedings against the Buyer or any other of the Buyer's Directors and without first exhausting the Seller's remedies against the Buyer.
5. I /we agree to keep the Seller indemnified against any liability, loss, damage or claim due to the default of the Buyer which the Seller may incur in respect of this Contract.

Dated this day of 20.

Signed sealed and delivered by

in the presence of:

Signature/s

Signature of Witness

Capacity

Name of Witness in full

NOTE: All directors of the Buyer are to sign this guarantee. If the Buyer is a sole director company please write "Sole Director" after that director's signature.

10 FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING TAX

- (a) This special condition replaces clause 51 of the Printed Terms and applies to contracts made on or after 1 July 2016 but only if:
 - (i) the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the TA Act; and
 - (ii) A Clearance Certificate in respect of each seller named in this Contract as forming all or part of the Seller is not attached to this Contract.
- (b) Contract conditional
 - (i) Completion is conditional on the Seller providing to the Buyer all Clearance Certificates referred to on special condition 10.1(b), subject to this special condition;
 - (ii) The Seller must take reasonable steps (which does not include commencing any form of legal action) to obtain the Clearance Certificates on or before the Date for Completion; and
 - (iii) Unless otherwise agreed in writing between the parties, should the Seller fail to provide the Clearance Certificates to the Buyer on or before the Date for Completion the Seller may rescind this Contract on written notice to the Buyer no later than two (2) Business Days after the Date for Completion whereupon clause 21 of the Printed Terms applies.

11 NON-MERGER OF MONEYS DUE

The Buyer's obligations to pay any money under this Contract do not merge on Completion.

12 ADJUSTMENTS

If Completion does not occur on the Date for Completion due solely to the fault of the Buyer, Land Charges (other than for Income) will be adjusted from the Date for Completion.

13 KEYS

As the Property is subject to a Lease in favour of DHA, the Buyer acknowledges that keys will not be provided. The Buyer will make no objection, requisition, claim for compensation, or delay Completion whatsoever in relation to the non-availability of keys for the Property.

14 NOTICE TO COMPLETE

Clause 18 is amended by adding the following:

"18.12 Each time a Notice to Complete is served by the Seller in accordance with Clause 18:

- (a) the Seller may unilaterally extend the period for Completion under the Notice to Complete; or
- (b) it may be withdrawn unilaterally by the Seller,

by written notice to the Buyer in the Seller's absolute discretion and with or without the consent of the Buyer."

15 ELECTRONIC SIGNATURE AND EXCHANGE

- (a) The parties hereto acknowledge and agree that a party may sign this Contract digitally or provide a scanned copy of the Contract bearing their signature for the purpose of an exchange of Contracts provided the signature meets the requirements of Section 9 of the Electronic Transactions Act 2001.
- (b) The parties further acknowledge and agree that this Contract may be exchanged electronically by e-mail or by other electronic means in accordance with the Electronic Transaction Act 2001 and in such case the parties acknowledge and agree that the digital or electronic copy of this exchanged Contract is binding on the parties.

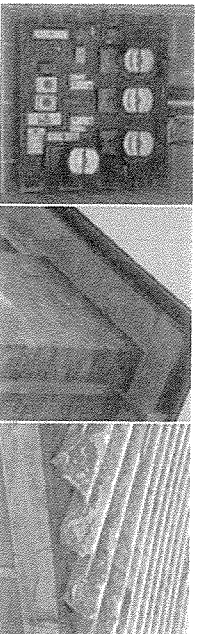
16 NO OTHER AGENT

- (a) The Buyer warrants that they were not introduced to the Seller or the Property by any Real Estate Agent other than the Seller's Agent (if any) referred to on the Schedule hereto whereby commission will be charged for this sale and acknowledges, among other things, it is on the basis of this warranty that the Seller enters into this Contract.
- (b) The Buyer agrees to indemnify the Seller against any costs or damages suffered by the Seller as a result of a breach of this warranty. The provisions of this clause shall not merge on Completion.

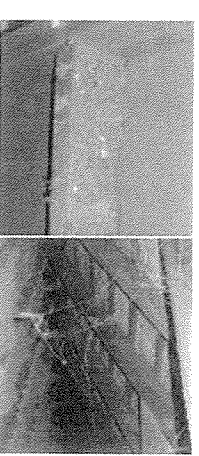
If a home was built before 1990 it may contain dangerous asbestos material



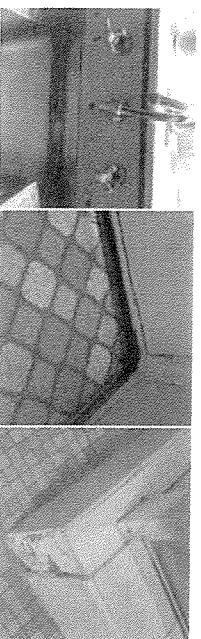
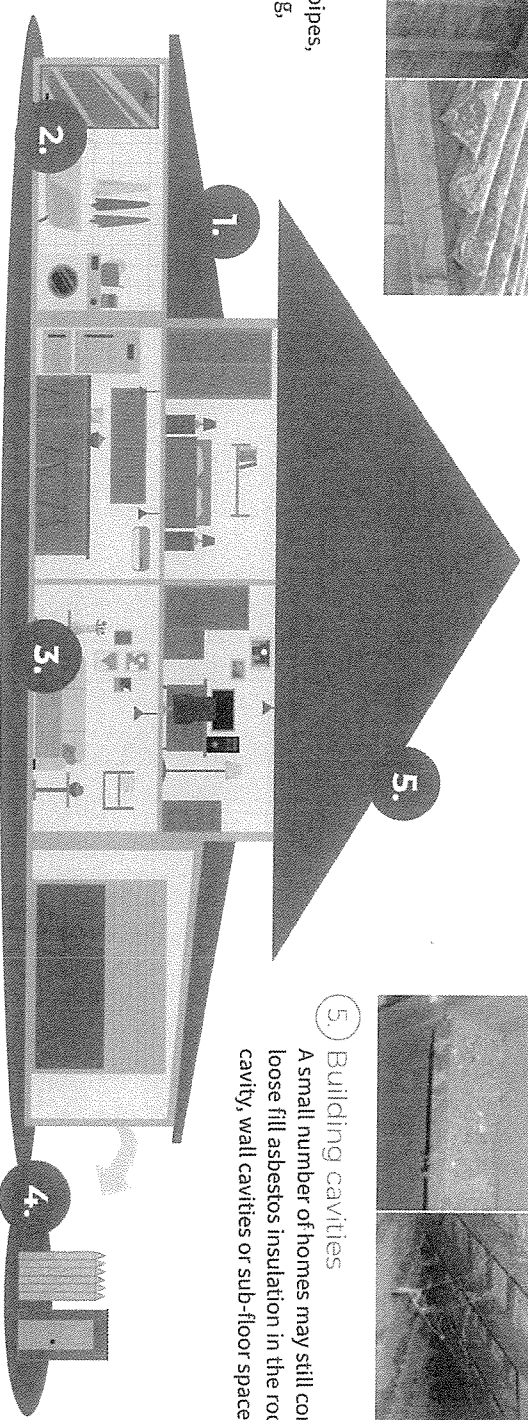
Identify where asbestos materials might be. Five common places are:



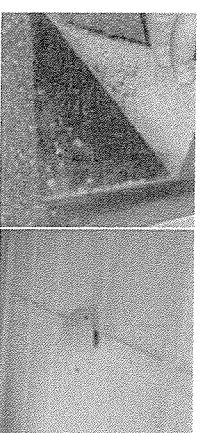
1. Exterior
roof sheeting, gutters, downpipes,
ridge capping, eaves, cladding,
electrical switchboards



5. Building cavities
A small number of homes may still contain
loose fill asbestos insulation in the roof
cavity, wall cavities or sub-floor space



2. Wet areas - bathroom, laundry and kitchen
wall and ceiling panels, vinyl floor tiles, backing for wall tiles
and splashbacks, hot water pipe insulation



3. Internal areas
wall and ceiling panels, carpet underlay,
textured paints, insulation in domestic
heaters



4. Backyard
fences, sheds, garages, carports, dog kennels, buried or
dumped waste, letterboxes, swimming pools

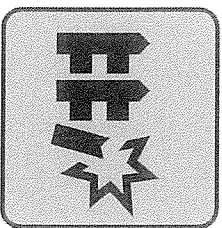
If a home was built before 1990 it may contain dangerous asbestos material



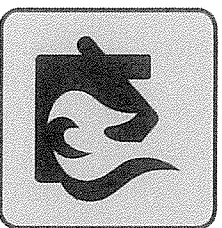
Assess the risk

A licensed asbestos assessor can help identify asbestos in your home and its condition.

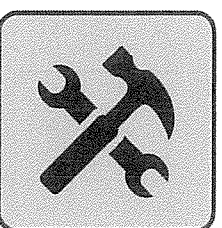
Asbestos materials become dangerous when:



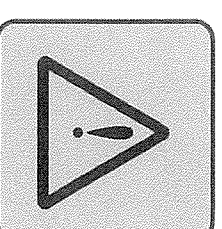
Broken or in poor
condition



Damaged
accidentally



Disturbed during
renovation or repairs



Loose fill asbestos
insulation



Manage asbestos safely

- Monitor the condition of asbestos in your home
- Inform tradespeople of locations of asbestos in your home
- Avoid disturbing or damaging asbestos if working on your home
- Engage a licensed asbestos removalist to remove asbestos

If you suspect your home
contains loose fill asbestos
insulation, contact Access
Canberra.

For more information, visit www.worksafe.act.gov.au or call Access Canberra contact centre – 13 22 81
If you need interpreting help, telephone the Translating and Interpreting Service on 131 450

*Advice based on the Asbestos Safety
and Eradication Agency's residential
asbestos disclosure research.



MR JONATHAN E DA SILVA
UNIT 1 / 969 RIVERSDALE ROAD
SURREY HILLS VIC 3127

Our reference: 7157622113644

Phone: 13 28 66

27 March 2025

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello JONATHAN,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411054128518
Vendor name	JONATHAN EDMUND DA SILVA
Clearance Certificate Period	27 March 2025 to 27 March 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

Learn more about foreign
resident capital gains
withholding at
ato.gov.au/FRCGW

Contact us

In Australia? Phone us on
13 28 66

If you're calling from overseas,
phone **+61 2 6216 1111** and ask
for **13 28 66** between 8:00am
and 5:00pm Australian Eastern
Standard time, Monday to
Friday.

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

LAND

Spence Section 45 Block 17 on Deposited Plan 3493 with 2 units on Unit Plan 13194

Unit 1 (Class B) entitlement 50 of 100, 0 subsidiaries

Lease commenced on 26/11/2020, terminating on 31/08/2116

Proprietor

JONATHAN EDMUND DA SILVA

11/20 BRADFIELD STREET, DOWNER ACT 2602

REGISTERED ENCUMBRANCES AND INTERESTS

Original title is **Volume N/A Folio N/A**

Restrictions

Purpose Clause: Refer Units Plan

Easements

Subject To Easement In Units Plan Current

Registered Date	Dealing Number	Description
01/07/2022	3169902	Mortgage to NATIONAL AUSTRALIA BANK LTD. (ACN: 004 044 937)

End of interests

ADMINISTRATIVE INTERESTS

Administrative interests information is **not** guaranteed by the Registrar-General, and the Registrar-General nor an authorised entity incurs liability for any omission, misstatement or inaccuracy in the information.

Territory Planning Authority - For further information concerning the following administrative interests, please refer to decided development application information available at <https://www.planning.act.gov.au/> or on the DA Finder App, available for download on iOS and Android mobile devices. Alternatively, please contact Access Canberra Land, Planning and Building Services at ACEPDcustomerservices@act.gov.au or 6207 1923. The Territory Planning Authority's administrative interest information has been provided to the Registrar-General since 1 February 2010.

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201732965	Development Application	08/01/2018	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	27/03/2018

Description

PROPOSAL FOR DUAL OCCUPANCY - Construction of 2 new dwellings, garages, alfresco and associated works.

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

LAND

Spence Section 45 Block 17 on Deposited Plan 3493 with 2 units on Unit Plan 13194

Lease commenced on 26/11/2020, terminating on 31/08/2116

COMMON PROPERTY

Proprietor

The Owners - Units Plan No 13,194

Luke and Tanya Chamberlain, 16B Hancock Street Spence ACT 2615

REGISTERED ENCUMBRANCES AND INTERESTS

Original title is **Volume N/A Folio N/A**

Restrictions

Purpose Clause: Refer Units Plan

End of interests

ADMINISTRATIVE INTERESTS

Administrative interests information is **not** guaranteed by the Registrar-General, and the Registrar-General nor an authorised entity incurs liability for any omission, misstatement or inaccuracy in the information.

Territory Planning Authority - For further information concerning the following administrative interests, please refer to decided development application information available at <https://www.planning.act.gov.au/> or on the DA Finder App, available for download on iOS and Android mobile devices. Alternatively, please contact Access Canberra Land, Planning and Building Services at ACEPDcustomerservices@act.gov.au or 6207 1923. The Territory Planning Authority's administrative interest information has been provided to the Registrar-General since 1 February 2010.

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201732965	Development Application	08/01/2018	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	27/03/2018

Description

PROPOSAL FOR DUAL OCCUPANCY - Construction of 2 new dwellings, garages, alfresco and associated works.

Chief Minister, Treasury and Economic Development Directorate (CMTEDD) for further information concerning the following administrative interest, please contact the Loose Fill Asbestos Coordination on 132281. - Affected residential premises register. Premises contain/s loose-fill asbestos (Mr Fluffy) insulation, Dangerous Substances Act 2004, S47P

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
91478730	Affected Residential Premises	28/06/2015		REGISTERED	28/06/2015



Product	Title Details
Date/Time	12/12/2024 03:38PM
Customer Reference	DAS-21-1
Order ID	20241212001481
Cost	\$34.00

Register

Description

Effective 30 June 2015 - Affected residential premises register - premises contain/s loose-fill asbestos (Mr Fluffy) insulation - Dangerous Substances Act 2004,s47N

Chief Minister, Treasury and Economic Development Directorate (CMTEDD) for further information concerning the following administrative interest, please contact the Loose Fill Asbestos Coordination on 132281. - Affected residential premises register. Premises contain/s loose-fill asbestos (Mr Fluffy) insulation, Dangerous Substances Act 2004, S47P

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
13373554	Affected Residential Premises Register	18/09/2017		DEREGISTERED	24/03/2017

Description

Premises have been demolished and removed from the affected residential premises register - Dangerous Substances Act 2004, s 47N

LAND TITLES

ACCESS CANBERRA

Chief Minister, Treasury and
Economic Development Directorate

Sheet No. 13 of 13

SITE PLAN

LAND DETAILS

Block
17

Section
45

Division
SPENCE

Deposited Plan Number
3493

Volume/Folio
2310:69

Class of Units (A or B)
B

Signature of Lessee

David Pryce

Registrar-General

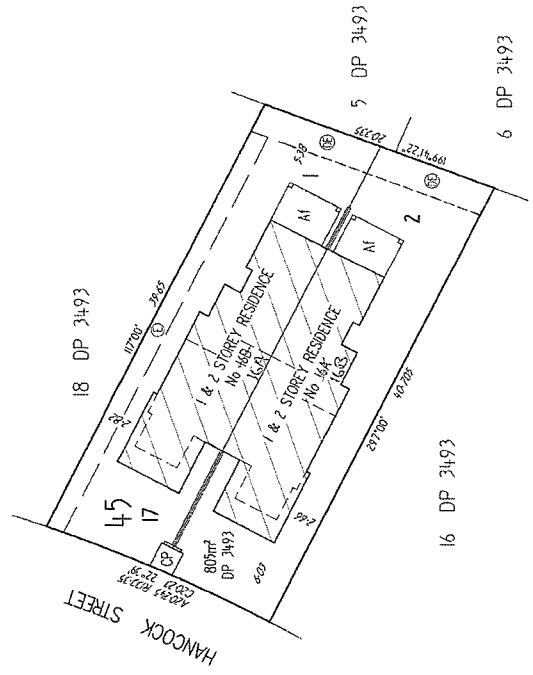
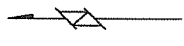
APPROVED UNDER THE UNIT TITLES ACT 2001,
AS THE UNITS PLAN FOR THE SUBDIVISION
OF THE ABOVE MENTIONED PARCEL OF LAND

David Pryce

Registrar-General

30 JULY 2020

UNITS PLAN NO.
13194



CROSS OUT EITHER OF ITEM 3 OR 3(a), 3(b) OR 3(c), WHICHEVER DOES NOT APPLY. (Note: (b) CANNOT APPLY IF AN ENCROACHMENT OCCURS OVER A ROAD OR PUBLIC PLACE UNLESS THE ENCROACHMENT IS A TYPICAL ENCROACHMENT AS SET OUT IN THE UNIT TITLES ACT 2001.)

3. Each building (including anything attached to it) or building in the course of erection on the parcel is wholly within the parcel.

OR

3 (a), (b), (c)

The diagrams and all subdivisions shown in the diagrams are wholly within the parcel.

The diagrams clearly indicate the existence, nature and extent of any encroachment by a building (including anything attached to it), beyond the boundaries of the parcel.

The diagrams clearly indicate the existence, nature and extent of any encroachment by a building (including anything attached to it), beyond the boundaries of the parcel.

Signature of Registered Surveyor

3 AUGUST 2020

Date

168 HANCOCK STREET, SPENCE

Address for Service of Notice

LUKE & TANYA CHAMBERLAIN

Name of Manager / Owners Corporation

Form 1

Form 088 - SP

Units and Subdivisions are subject to the provisions of Section 34 of the Unit Titles Act 2001, where applicable

5 4 3 2 1 0 5 10 15

Graphic bar scale - SCALE 1:300

SURVEYORS DECLARATION

I, ROBERT RICHARDS or PHILIP RICHARDS, of PHILIP RICHARDS SURVEYS, a company registered under the Surveyors Act 2007, hereby certify that:

The survey represented by the diagrams on forms 1 and 3 of this plan are accurate and were completed on (insert date) - 3 AUGUST 2020

The survey is in accordance with the following Acts:

Unit Titles Act 2001, Surveyors Act 2007, and any other Regulation made under those Acts

and in accordance with the Surveyors Practice Directions.



SUE

Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
SPENCE	45	17

Unit Plan No
13194

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	50		3002	979
2	50		3002	980
Aggregate	100		The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as	

The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:

C. Chamberlain

Signature of Lessee

Volume

Folio

3002

978

Column 1 above is the schedule of unit entitlement approved for the subdivision.

Dated Sixth this day of October 2020

V Valley
GENERALIST JOURNAL OF RESEARCH

Lyn Tankey

Delegate of the Authority/Executive

David Pryce
Registrar-General



Deputy Registrar-General

FORM 4

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 13194

Block 17 Section 45 Division of SPENCE

**SCHEDULE OF PROVISIONS COVENANTS AND CONDITIONS SUBJECT TO WHICH
LEASES OF UNITS ARE HELD**

1. The term of the lease of each of the units expires on the thirty first day of August Two thousand one hundred and sixteen.
2. The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded.
3. That:
 - (a) the Authority, on behalf of the Commonwealth, grants over that part of the parcel of land identified as a services easement on the Deposited Plan an easement ("Easement") in favour of the relevant provider (referred to as the "service provider");
 - (b) the service provider may:
 - (i) provide, maintain and replace services supplied by that service provider through the parcel of land within the site of the Easement; and
 - (ii) do anything reasonably necessary for that purpose, including without limitation:
 - (A) entering or passing through the parcel of land;
 - (B) taking anything on to the parcel of land; and
 - (C) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment;
 - (c) in exercising the powers in Clause 3(b), the service provider must take all reasonable steps to:
 - (i) ensure that the work carried out on the parcel of land causes as little disruption, inconvenience and damage as is practicable; and
 - (ii) ensure that the parcel of land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;

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- (d) Clause 3(c)(ii), does not require the service provider to restore:
 - (i) the parcel of land to a condition that would result in:
 - (A) an interference with:
 - (1) any service on or through the parcel of land; or
 - (2) access to any service on or through the parcel of land; or
 - (B) a contravention of a law of the Territory; or
 - (ii) any building or structure placed or constructed on any part of the parcel of land comprising the Easement;
- (e) the Lessee must not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the parcel of land comprising the Easement UNLESS written advice from the service provider is obtained;
- (f) for the purposes of the Easement, "services", includes, without limitation, the supply of water, gas, electricity and discharge or drainage of water, stormwater and sewerage; and
- (g) nothing in this clause diminishes or affects any rights or powers of a service provider conferred under any statute, regulation or law.

4. Each Lessee of each of the Units Nos. 1 and 2 inclusive covenants with the Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") in respect of each Lessee's relevant unit as follows:

- (a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;
- (b) to use the unit as a single dwelling only;
- (c) not to make any structural alterations to the unit without the previous approval in writing of the Authority, except where exempt by law;
- (d) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Authority the unit excluding any defined parts under the provisions of the Unit Titles Act 2001;
- (e) if and whenever the Lessee fails to maintain repair or keep in repair the unit the Authority may by notice in writing to the Lessee specifying the wants of repairs require the Lessee to effect repairs in accordance with the said notice or if the Authority is of the opinion that a building part of a building or other improvement is beyond reasonable repair the Authority may require the

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Lessee to remove a building or part of a building or other improvement and if after the expiration of one month from the date of receipt of the said notice or such longer time as the Authority may in writing allow the Lessee has not effected the said repairs or removed the said building part of the building or other improvement any person or persons duly authorised by the Authority with such equipment as is necessary may enter the unit and effect the said repairs or demolish and remove the building part of the building or other improvement and all expenses incurred by the Authority in effecting such repairs or demolition and removal shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;

- (f) to permit any person or persons authorised by the Authority to enter the unit at all reasonable times and in any reasonable manner and inspect the unit;
- (g) to pay to the Authority or any statutory authority the proportion that is equal to the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Owners Corporation to the Authority or a statutory authority (but which has not been paid by the Owners Corporation within the required time under the provisions of any law of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the Planning and Development Act 2007 and the Unit Titles Act 2001;
- (h) that the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:
 - (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
 - (ii) to which the Tree Protection Act 2005, applies;
- (i) all minerals on or in the unit and the right to the use, flow and control of ground water under the surface of the unit are reserved to the Territory.

5. It is mutually covenanted and agreed by the Commonwealth and each of the Lessees of all the units as follows:

- (a) that if:
 - (i) the said unit is at any time not used for a period of one year for the purpose for which this lease is granted; or
 - (ii) the Lessee shall commit or suffer a breach of any other covenant contained or implied in this lease

the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Lessee in respect of any breach of the covenants on the part of the Lessee to be observed or performed;

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- (b) that acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 5(a)(i) or (ii) of this lease shall not prevent or impede the exercise by the Authority of the powers conferred upon it by the said Clauses;
- (c) that any extension of the term of all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;
- (d) any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the unit or at its registered office or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the unit;
- (e) any and every right power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

6. In this schedule unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
- (c) "class" for a building or structure, means the class of building or structure under the building code as defined in the Building Act 2004;
- (d) "dual occupancy housing" means the use of the parcel of land that was originally used or leased for the purposes of single dwelling housing for two dwellings;

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(e) "dwelling":

- (i) means a class 1 building, or a self-contained part of a class 2 building, that:
 - (A) includes the following that are accessible from within the building, or the self-contained part of the building:
 - (1) not more than 2 kitchens;
 - (2) at least 1 bath or shower;
 - (3) at least 1 toilet pan; and
 - (B) does not have access from another building that is either a class 1 building or the self-contained part of a class 2 building; and
- (ii) includes any ancillary parts of the building and any class 10a buildings associated with the building;

(f) "Lessee" shall:

- (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
 - (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (g) "multi-unit housing" means the use of the parcel of land for more than one dwelling and includes but is not limited to dual occupancy housing;
- (h) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (i) "single dwelling housing" means the use of the parcel of land for residential purposes for a single dwelling only;
- (j) "Territory" means:
- (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by Section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);

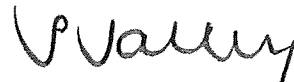
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- (k) "unit" means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (l) words in the singular include the plural and vice versa;
- (m) words importing one gender include the other genders;
- (n) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

DATED the Sixth day of October 2020.



Lyn Tankey
a delegate of the Planning and Land
Authority in exercising its functions



LESSEE: LUKE MAXWELL CHAMBERLAIN



TANYA ROSE CHAMBERLAIN

FORM 5

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 13194

Block 17 Section 45 Division of SPENCE

**SCHEDULE OF PROVISIONS COVENANTS AND CONDITIONS SUBJECT TO WHICH
THE LEASE OF THE COMMON PROPERTY IS HELD**

1. The term of the lease expires on the thirty first day of August Two thousand one hundred and sixteen.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. The Owners – Units Plan No. 13194 ("the Owners Corporation") covenants with the Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") as follows:
 - (a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Owners Corporation;
 - (b) to use the common property for some or all of the following uses; carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other use approved by the Owners Corporation **PROVIDED THAT** these uses are consistent with the permitted purposes of the units;
 - (c) not to erect any building or make any structural alterations in any building or part of a building or other improvements on the common property without the previous approval in writing of the Authority, except where exempt by law;
 - (d) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Authority all buildings parts of buildings and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the parcel of land forming the common property;
 - (e) except where necessary for compliance with Clause 3(d) of this clause not to install any services or make any alterations in any of the services or any part of the services situated in or on the parcel of land forming the common property without the previous approval in writing of the Authority;

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- (f) if and whenever the Owners Corporation fails to maintain repair or keep in repair any building part of a building or other improvements on the common property or to repair or keep in good working order the services or any parts thereof situated in or on the parcel of land forming the common property the Authority may by notice in writing to the Owners Corporation specifying the wants of repairs require the Owners Corporation to effect repairs in accordance with the said notice or if the Authority is of the opinion that a building part of a building or other improvement or any part or parts of the services are beyond reasonable repair the Authority may require the Owners Corporation to remove a building part of a building or improvement or to replace the part or parts of the services and if after the expiration of one month from the date of receipt of the said notice or such longer time as the Authority may in writing allow the Owners Corporation has not effected the said repairs or removed the said building part of the building or the improvement or replaced the part or parts of the services any person or persons duly authorised by the Authority with such equipment as is necessary may enter the common property and effect the said repairs or demolish and remove the building part of the building or the improvement or replace the part or parts of the service and all expenses incurred by the Authority in effecting such repairs or demolition or removal or replacement shall be paid by the Owners Corporation to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Owners Corporation;
- (g) to permit any person or persons authorised by the Authority to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and buildings parts of buildings services parts of services and improvements situated in or on the parcel of land forming the common property;
- (h) That the Owners Corporation shall not, without the previous consent in writing of the Territory, remove any tree:
 - (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
 - (ii) to which the Tree Protection Act 2005, applies;
- (i) all minerals on or in the common property and the right to the use, flow and control of ground water under the surface of the Common Property are reserved to the Territory.

4. It is mutually covenanted and agreed by the Commonwealth and the Owners Corporation as follows:

- (a) that if the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Owners Corporation in respect of any breach of the covenants on the part of the Owners Corporation to be observed or performed;

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- (b) that any extension of the term of all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;
- (c) any and every right power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

5. In this schedule unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
- (c) "owners corporation" means the body corporate under the name of 'The Owners – Units Plan No. 13194';
- (d) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (e) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;
- (f) "Territory" means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by Section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (g) "unit" means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (h) words in the singular include the plural and vice versa;
- (i) words importing one gender include the other genders;

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- (j) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

DATED the Sixth day of October 2020.

V Valley

Lyn Tankey
a delegate of the Planning and Land
Authority in exercising its functions

[Signature]

LESSEE: LUKE MAXWELL CHAMBERLAIN

Tanya Rose Chamberlain

TANYA ROSE CHAMBERLAIN



CUSTOMER SERVICE CENTRE
DAME PATTIE MENZIES HOUSE
16 CHALLIS STREET
DICKSON ACT 2602
PHONE: 62071923

LEASE CONVEYANCING ENQUIRY

Your response is sought to the following questions in relation to:

LAND: Please provide details of the land you are enquiring about.

Unit	1	Block	17	Section	45	Suburb	SPENCE
------	---	-------	----	---------	----	--------	--------

Leased by the Australian Capital Territory on behalf of the Commonwealth under the Land (Planning and Environment) Act 1991 and Planning & Development Act 2007

- | | No | Yes |
|---|--------------|-------|
| 1. Have any notices been issued relating to the Crown Lease? | (X) | () |
| 2. Is the Lessor aware of any notice of a breach of the Crown Lease? | (X) | () |
| 3. Has a Certificate of Compliance been issued? (N/A ex-Government House) <input type="checkbox"/> | () | (X) |
| Certificate Number: 81196 Dated: 08-AUG-19 | | |
| 4. Has an application for Subdivision been received under the Unit Titles Act? | (see report) | |
| 5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004? | (see report) | |
| 6. If an application has been determined, is the land subject to a Preliminary Assessment, an Assessment or an Enquiry under Part IV of the Land Act 1991, or an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007? | (see report) | |
| 7. Has a development application been received, or approval granted for development under the Land Act 1991, or the Planning & Development Act 2007 in respect of the Land? | (see report) | |
| 8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included) | (see report) | |
| 9. Has an Order been made in respect of the Land pursuant to Section 254, 254A, 255 and 256 of the Land Act 1991 or Part 11.3 of the Planning & Development Act 2007? | (see report) | |
| 10. Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land? | (see report) | |

Customer Service Centre

Date: 12-DEC-24 13:52:23

Applicant's Name :

InfoTrack, InfoTrack

E-mail Address :

actenquiries@infotrack.com.au

Client Reference :

DAS-21-1 - 151689446

Did you know? Lease Conveyancing enquiries can be lodged electronically at www.canberraconnect.act.gov.au
For further information, please contact the Lease Conveyancing Officer on 62071923



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

12-DEC-2024 13:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 4

INFORMATION ABOUT THE PROPERTY

SPENCE Section 45/Block 17/Unit 1

Building Class: B

Area(m2): 805.2

Unimproved Value: \$560,000

Year: 2024

Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

Assessment Status: The Land is not subject to a Preliminary Assessment, an Assessment or an Enquiry under Part IV of the Act concerning the Land.



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

12-DEC-2024 13:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 2 of 4

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA201732965 **Lodged** 08-JAN-18 **Type** See Subclass

-- Application Details -----

Description

PROPOSAL FOR DUAL OCCUPANCY - Construction of 2 new dwellings, garages, alfresco and associated works.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Belconnen	Spence	45	17-17	

-- Involved Parties -----

Role	Name
Lessee	Luke Chamberlain
Lessee	Peter Chamberlain
Applicant	Suite7 Building Design

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional

Application DA200812515 **Lodged** 05-NOV-08 **Type** See Subclass

-- Application Details -----

Description

SINGLE RESIDENTIAL - OUTBUILDING - GARAGE - Addition of detached metal garage to rear of residence to south side of boundry.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Belconnen	Spence	45	17-17	

-- Involved Parties -----

Role	Name
Applicant	Patrick Maiuto
Lessee	Luke Chamberlain
Lessee	Peter Chambelain

-- Activities -----

Activity Name	Status
Merit Track	Approved

DEVELOPMENT APPLICATIONS ON THE ADJACENT PROPERTIES (LAST 2 YEARS ONLY)



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

12-DEC-2024 13:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 3 of 4

The information on development applications on adjacent blocks is to assist purchasers to be aware of possible nearby development activity. Please note however, it doesn't cover all development activity. Since the introduction of the Planning and Development Act 2007, a significant range of development activity can be undertaken without development approval. Exempt activities include but are not limited to, new residences, additions to residences, certain sheds, carports and pergolas etc.

Information on exempt developments can be found at

http://www.planning.act.gov.au/topics/design_build/da_assessment/exempt_work

Sect	Blk	DA No.	Description	Overlay Policy	Status
0	1339	202443292	THE PUBLIC NOTIFICATION PERIOD HAAActive BEEN EXTENDED - PLANNING ACT 2023 - PROPOSAL FOR CEMETERY - Proposed works for the first stage of the proposed Southern Memorial Park comprising of a new entrance, including a signalised intersection with Mugga Lane, 2,500 traditional burial plots, relocation of horse jumping area, realignment of equestrian trail, construction of internal roads and basin, utility reticulation, construction of works depot with office and sheds, landscaping, tree removal, civil works and associated works.		
0	1313	202443292	THE PUBLIC NOTIFICATION PERIOD HAAActive BEEN EXTENDED - PLANNING ACT 2023 - PROPOSAL FOR CEMETERY - Proposed works for the first stage of the proposed Southern Memorial Park comprising of a new entrance, including a signalised intersection with Mugga Lane, 2,500 traditional burial plots, relocation of horse jumping area, realignment of equestrian trail, construction of internal roads and basin, utility reticulation, construction of works depot with office and sheds, landscaping, tree removal, civil works and associated works.		
1	3	202341592	LEASE VARIATION - To vary the CrownApproval Conditional lease by increasing the gross floor area permitted to be used for educational establishment by 20 square metres to 470 square metres.		04-JUL-23

LAND USE POLICIES

To check the current land use policy in the suburb that you are buying a property in, please check the Territory Plan online at <http://www.legislation.act.gov.au/ni/2008-27/current/default.asp>



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

12-DEC-2024 13:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 4 of 4

CONTAMINATED LAND SEARCH

Information is not recorded by the Environment Protection Authority regarding the contamination status of the land. However, this does not absolutely rule out the possibility of contamination and should not be interpreted as a warranty that there is no contamination. To be completely sure, independent tests should be arranged.

ASBESTOS SEARCH

ACT Government records indicate that a form of asbestos was previously on this land. Premises have now been demolished and removed from the affected residential premises register - Dangerous Substances Act 2004, s 47N.

CAT CONTAINMENT AREAS

Residents within cat containment areas are required to keep their cats confined to their premises at all times. The ACT Government pursuant to Section 81 of the Domestic Animals Act 2000, has declared the following areas to be cat containment areas: BONNER, COOMBS, CRACE, DENMAN PROSPECT, FORDE, JACKA (from 1 January 2017) LAWSON, MOLONGLO, MONCRIEFF, THE FAIR in north WATSON, THROSBY and WRIGHT. More information on cat containment is available at www.tams.act.gov.au or by phoning Access Canbe

TREE PROTECTION ACT 2005

The Tree Protection Act 2005 protects individual trees of importance and urban forest areas that require particular protection. A Tree Register has been established and can be found on the Territory and Municipal Services website http://www.tams.act.gov.au/parks-recreation/trees_and_forests/act_tree_register or for further information please call Access Canberra on 132281

----- END OF REPORT -----



ACT
Government

**Access
Canberra**

LAND TITLES
ACCESS CANBERRA
Chief Minister, Treasury and Economic Development Directorate

SUBLEASE

Land Titles Act 1925

Form 072 - SL

LODGING PARTY DETAILS

Name	Email Address	Customer Reference Number	Contact Telephone Number
Moray & Agnew	landtitles@moray.com.au	479187	+61 2 6262 6922

Volume & Folio	District/Division	Section	Block	Unit
3002:979	Spence	45	17	1

FULL NAME AND ADDRESS OF LESSOR/S (Surname Last) (ACN required for all companies)

Jonathan Edmund Da Silva, 2/14 Dongara Street, Innaloo WA 6018

FULL NAME AND ADDRESS OF LESSEE/S (Surname Last) (ACN required for all Companies)

Defence Housing Australia ABN: 72 968 504 934, PO Box 4923, Kingston ACT 2604

TENANCY OF LESSEE (only complete if more than one Lessee)

Joint Tenants / Tenants in Common (in the following shares)

AREA BEING LEASED (Tick one box only)

<input type="checkbox"/> Is this a Declared Land Sublease	Requires plan signed by Surveyor-General and approval from Planning and Land Authority
<input checked="" type="checkbox"/> Whole of the Land	
<input type="checkbox"/> Part of Land containing no building/s	DEALINGS WITH LAND CONTAINING NO BUILDINGS REQUIRES CONSENT FROM THE PLANNING AND LAND AUTHORITY
<input type="checkbox"/> Part of Building or Land containing a building/s	Area/Shop/Tenancy on Sublease Plan/s No.

CONDITIONS (Tick whichever is applicable)

The covenants implied at sections 119 and 120 of the <i>Land Titles Act 1925</i> are hereby negated.	<input checked="" type="checkbox"/>
The provisions set forth in the registered Memorandum of Provisions (MOP) to be incorporated herein / as modified by annexure as attached. Please provide registered MOP number below.	<input type="checkbox"/>
The covenants and conditions set out in the annexure attached are deemed to be incorporated	<input checked="" type="checkbox"/>
Provide registered MOP number	<input type="checkbox"/>

Approved form AF2020-40 approved by Fred Arugay Deputy Registrar-General on 25/05/2020 under section 140 of the Land Titles Act 1925 (approved forms). This form revokes AF2018-4
Unauthorised version prepared by ACT Parliamentary Counsel's Office

(ZEA) 7189252_1

PLANNING AND LAND AUTHORITY – MINISTER'S / DELEGATE'S CONSENT – DEALINGS WHERE THE SUBLEASE IS A DECLARED LAND SUBLEASE AND LAND CONTAINING NO BUILDINGS REQUIRES CONSENT FROM THE PLANNING AND LAND

SUBLEASE COMMENCEMENT DATE

5 September 2023

SUBLEASE TERMINATION DATE

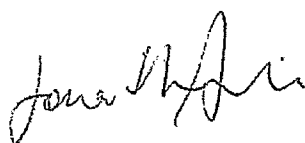
4 September 2026

CERTIFICATION * Delete the inapplicable Lessor

- *The Certifier has taken reasonable steps to verify the identity of the Lessor or his, her or its administrator or attorney.
- *The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- *The Certifier has retained the evidence to support this Registry Instrument or Document.
- *The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

Jonathan Edmund Da Silva



Witness name and signature:



Ronald Louis

OAM JP FCA

Justice of the Peace (JP No 2357)
Western Australia

on behalf of the Lessor

CERTIFICATION * Delete the inapplicable Lessee

- *The Certifier has taken reasonable steps to verify the identity of the Lessee or his, her or its Administrator or attorney.
- *The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- *The Certifier has retained the evidence to support this Registry Instrument or Document.
- *The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

for: Moray & Agnew Lawyers

on behalf of the Lessee

OFFICE USE ONLY

Lodged by

Registered date / by

Data entered by

Attachments/Annexures



ANNEXURE

Form 029 - ANN

Land Titles Act 1925

TITLE AND LAND DETAILS					
Volume & Folio	District/Division	Section	Block	Unit	Consideration (Only complete if requesting transactions not be aggregated)
3002:979	Spence	45	17	1	

ANNEXURE TO (insert dealing type)	TOTAL NUMBER OF PAGES IN ANNEXURE
Form 072-SL	25

PARTIES TO THE DOCUMENT (Please state all parties this annexure relates to/supports)
Jonathan Edmund Da Silva and Defence Housing Australia (as Lessee)

SCHEDULE 1 - DETAILS OF RESIDENTIAL TENANCY AGREEMENT

Important Information

Please read this before completing the tenancy agreement.

1. This form is your written record of your tenancy agreement. This is a binding contract, so please read all terms and conditions carefully.
2. If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the lessor or the lessor's agent and the tenant to show that both parties have read and agree to the attachments.
3. The lessor or the lessor's agent must give the tenant a copy of the signed tenancy agreement and any attachments, and two copies (or one electronic copy) of the completed condition report.

THIS AGREEMENT IS MADE ON

AT

Canberra

BETWEEN

Landlord Name (1):

Jonathan Edmund Da Silva

Landlord Name (2):

Landlord telephone number or other contact details:

0435 468 756; dasilva.jon3@gmail.com

*Note: These details **must** be provided for landlord(s), whether or not there is a landlord's agent*

Address for service of notices (can be an agent's address):

2/14 Dongara Street

Suburb:

Innaloo

State:

WA

Postcode:

6018

*Note: The landlord(s) business address or residential address **must** be provided for landlord(s) if there is **no** landlord's agent*

Tenant Name (1):

Defence Housing Australia ABN 72 968 504 934

Tenant Name (2):

Tenant Name (3):

~~Add all other tenants here:~~

Address for service of notices (if different to address of residential premises):

PO Box 4923

Suburb:

Kingston

State:

ACT

Postcode:

2604

Contact details:

David Lovett; leasing@dha.gov.au

(Signature)

Landlords agent details : [If applicable]

Agent Name

Business address for serving of notices

Suburb:

State:

Postcode:

Contact details (this must include a phone number)

Tenants agent details: [If applicable]

Agent name:

Address for service of notices:

Suburb:

State:

Postcode:

Contact Details

Term of agreement:

The term of this agreement is –

☐ 6 months☐ 12 months☐ 2 years☒ 3 years☐ 5 years☐ Other (please specify):
☐ Periodic (no end date)

starting on

5 / 9 / 2023

and ending on

4 / 9 / 2026

[Cross out if not applicable]

Note: For a residential tenancy agreement having a fixed term of more than 3 years, the agreement must be annexed to the form approved by the Registrar-General for registration under the Real Property Act 1900

Residential premises:

The residential premises are [Insert address]:

16A Hancock Street, Spence ACT 2615

The residential premises include:

[Insert any inclusions, for example a parking space or furniture provided. Attach additional pages if necessary.]

Rent:

The rent is \$

785.00

per

week

payable in advance starting on

5 / 9 / 2023



The method by which the rent must be paid:

(a) ~~Electronic Funds Transfer (EFT) into the following account, or any other account nominated by the~~

landlord:

~~BSB number account~~

~~number account name:~~

~~payment reference:~~

, or

(b) to

at

by cash, or

(c) as follows:

in accordance with clause 4.2 and clause 4.3 of the Additional Terms in Schedule 3

Note: The landlord or landlord's agent must permit the tenant to pay the rent by at least one means for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) (see clause 4.1) and that is reasonably available to the tenant.

~~RENTAL BOND (Cross out if there is not going to be a bond):~~

~~A rental bond of \$..... must be paid by the tenant on signing this agreement. The amount of the rental bond must not be more than 4 weeks rent.~~

~~The tenant provided the rental bond amount to:~~

~~☐ the landlord or another person, or~~

~~☐ the landlord's agent, or~~

IMPORTANT INFORMATION

Maximum number of occupants

No more than 8 persons may ordinarily live in the premises at any one time.

Urgent repairs

Nominated tradespeople for urgent repairs

Electrical Repairs: tradesperson nominated by the Property Care Provider

Telephone: 139 342

Plumbing Repairs: tradesperson nominated by the Property Care Provider

Telephone: 139 342

Other Repairs: tradesperson nominated by the Property Care Provider

Telephone: 139 342

Smoke Alarms

Indicate whether the smoke alarms installed in the premises are hardwired or battery operated —

☒ Hardwired smoke alarm ☐ Battery operated smoke alarm

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace?

☐ Yes ☐ No

If yes, specify the type of battery that needs to be used if the battery in the smoke alarm needs to be replaced—

If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace?

☒ Yes ☐ No

If yes, specify the type of back-up battery that needs to be used if the back-up battery in the smoke alarm needs to be replaced - 9 Volt

Is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the premises?

☐ Yes ☒ No

Utilities

Is electricity supplied to the premises from an embedded network?

☐ Yes ☒ No

Is gas supplied to the premises from an embedded network?

☐ Yes ☒ No

Giving notices and other documents electronically [Cross out if not applicable]

Indicate below for each person whether the person provides express consent to any notice and any other document under section 223 of the *Residential Tenancies Act 2010* being given or served on them by email. The *Electronic Transactions Act 2000* applies to notices and other documents you send or receive electronically.

Note. You should only consent to electronic service if you check your emails regularly. If there is more than one tenant on the agreement, all tenants should agree on a single email address for electronic service. This will help ensure co-tenants receive notices and other documents at the same time.

Landlord

Does the landlord give express consent to the electronic service of notices and documents?

Yes; dasilva.jon3@gmail.com

Tenant

Does the tenant give express consent to the electronic service of notices and documents?

✓ Yes

Leasing@dha.gov.au

SCHEDULE 2 – STANDARD FORM

Standard Form Residential Tenancy Agreement

LESSOR AND TENANT MUST COMPLY WITH TERMS OF TENANCY AGREEMENT

1. By signing this tenancy agreement, the lessor and the tenant agree to be bound by its terms during the period of the tenancy it creates.
2. The lessor cannot contract out of the provisions of the Residential Tenancies Act, except as provided in that Act.
3. A fixed term tenancy must be for the single period specified in the tenancy agreement.
4. A periodic tenancy includes a tenancy that is not specified to be for a fixed term, including such a tenancy which commences on the expiration of a fixed term tenancy.
5. A reference in this tenancy agreement to a notice to vacate is a reference to a notice in writing by the lessor requiring the tenant to vacate the premises in accordance with this tenancy agreement.
6. A reference in this tenancy agreement to a notice of intention to vacate is a reference to a notice in writing by the tenant advising the lessor of the tenant's intention to vacate the premises in accordance with this tenancy agreement.

COSTS AND PROCEDURES FOR ESTABLISHING TENANCY AGREEMENT

7. The lessor bears the cost of preparation and execution of this tenancy agreement.
8. The tenant is responsible for any legal costs that the tenant incurs in relation to preparation and execution of this tenancy agreement.
9. The lessor must give a copy of the proposed tenancy agreement to the tenant before the commencement of the tenancy.
10. The tenancy agreement must be signed by the tenant and by the lessor (or by their authorised agents).
11. The lessor must give a copy of the tenancy agreement, signed by each party, to the tenant as soon as possible after it has been signed by each party, but no later than 3 weeks after the tenant has returned a signed copy.
12. If the lessor does not return the tenancy agreement to the tenant, as provided by clause 11, the tenancy agreement has full effect in the terms signed by the tenant on occupation of the premises or acceptance of rent.

13. INFORMATION

- (1) The lessor must provide to the tenant a copy of an information booklet about residential tenancies authorised by the commissioner for fair trading before the commencement of this agreement.
- (2) If it is not possible to provide the tenant with a booklet, the lessor must inform the tenant of the booklet and where it may be obtained.
- (3) If the premises are a unit within the meaning of the Unit Titles Act 2001, the lessor must give the tenant a copy of the owners' corporation's rules before the commencement of this agreement.

Note:

- (4) Under the *Electronic Transactions Act 2001*, s 8 (1), information required to be in writing may be given electronically in certain circumstances.

BOND AND CONDITION REPORT

BOND

14. Payment of a bond is not required.

CONDITION REPORT

15.

- (1) Within 1 day of the tenant taking possession of the premises, the lessor must give 2 copies (or 1 electronic copy) of a condition report completed by the lessor to the tenant.
- (2) The condition report must be on, or to the effect of, the condition report form published by the Territory.

16.

- (1) The tenant must examine the report and indicate on the report the tenant's agreement or disagreement with the items.
- (2) Within 2 weeks after the day the tenant receives the report, the tenant must return 1 copy of the report to the lessor, signed by the tenant and indicating the tenant's agreement or disagreement with the report or parts of the report.



17. The lessor must keep the condition report for a period of not less than 1 year after the end of the tenancy.

END OF TENANCY—INSPECTION AND CONDITION REPORT

18.

- (1) At the end of the tenancy, an inspection of the premises must be carried out in the presence of the lessor and tenant.
- (2) A condition report based on the inspection must be completed in the presence of, and signed by, the lessor and tenant.
- (3) A party may complete and sign a condition report in the absence of the other party if the party has given the other party a reasonable opportunity to be present when the report is completed and signed.

RENT AND OTHER CHARGES

RENT ONLY AS PAYMENT FOR THE TENANCY

19. The lessor must not require any payment other than rent for the following:

- (a) the granting, extension, transfer or renewal of a tenancy or subtenancy;
- (b) vacating of premises;
- (c) obtaining a key to the premises; or
- (d) information on the availability of tenancies.

HOLDING DEPOSITS

20. The lessor may not take holding deposits.

PAYMENT OF RENT

21.

- (1) The tenant must pay the rent on time.
- (2) The tenant and the lessor may agree to change the way rent is paid (including, for example, where the rent is paid or whether it is to be paid into a nominated bank account or whether it is to be paid in person).
- (3) The tenant and lessor may agree that rent is to be paid electronically.

22. The lessor must not require the tenant to pay rent by post-dated cheque.

MAXIMUM RENT IN ADVANCE

23. The lessor must not require an amount of rent paid in advance greater than 2 weeks or a longer period nominated by the tenant.

RENT RECEIPTS

24. If rent is paid in person to the lessor or a real estate agent, a receipt must be given at that time.

25. In other circumstances where rent is paid to the lessor, a receipt must be provided or sent by post within 1 week of its receipt.

26.

- (1) A receipt for payment of rent must specify the amount paid.
- (2) A receipt should specify the following:
 - (a) the date of payment;
 - (b) the period in relation to which the payment is made;
 - (c) the premises in relation to which the payment is made; and
 - (d) whether the payment is for bond or rent.
- (3) If these particulars are not included in the receipt, the lessor must provide this information to the tenant within 4 weeks of a request by the tenant.

27. A receipt is not required if the rent is paid by the tenant directly into an account nominated by the lessor or real estate agent.

RENT RECORDS

28.

- (1) The lessor must keep, or cause to be kept, records of the payment of rent.
- (2) Those records must be retained for a period of not less than 12 months after the end of the tenancy.

INCREASE IN RENT

29. The amount of rent must not vary from period to period except as provided by this tenancy agreement.



30. The rent may not be increased at intervals of less than 12 months from either the beginning of the tenancy agreement for the first increase, or after that, from the date of the last increase.

NOTICE OF INCREASE

31. The lessor must give the tenant not less than 60 days' written notice of intention to increase the rent and include in the notice the amount of the increase, and the date when it is proposed to increase the rent.
32. If the tenant wishes to vacate the premises before the increase takes effect, the tenant must give 3 weeks' notice to the lessor.

LESSOR'S COSTS

33. The lessor is responsible for the cost of the following:
- (a) rates and taxes relating to the premises;
 - (b) services for which the lessor agrees to be responsible;
 - (c) services for which there is not a separate metering device so that amounts consumed during the period of the tenancy cannot be accurately decided;
 - (d) all services up to the time of measurement or reading at the beginning of the tenancy; and
 - (e) all services after reading or measurement at the end of the tenancy providing the tenant has not made any use of the service after the reading.
34. The lessor must pay for any physical installation of services (eg water, electricity, gas, telephone line).
35. The lessor must pay the annual supply charge associated with the supply of water or sewerage.
36. If the premises are a unit under the *Unit Titles Act 2001*, the lessor is responsible for all owners' corporation charges.

TENANT'S COSTS

37. The tenant is responsible for the connection of all services that will be supplied in the tenant's name.
38. The tenant is responsible for all charges associated with the consumption of services supplied to the premises, including electricity, gas, water and telephone.
39. The tenant is not required by the lessor to connect or continue a telephone service.

READING OF METERED SERVICES

- 40.
- (1) The lessor is responsible for undertaking or arranging all readings or measurement of services, other than those that are connected in the name of the tenant.
 - (2) The lessor must provide the tenant with an opportunity to verify readings and measurements.
41. If the lessor does not arrange reading or measurement of a service connected in the name of the lessor by the day after the date of expiry of notice to vacate given in accordance with this tenancy agreement, the lessor is responsible for payment of the unread or unmeasured service after the date of the last reading or measurement.
- 42.
- (1) If the tenant vacates the premises without giving notice before departure, the lessor must arrange a reading or measurement of services connected in the lessor's name within a reasonable time of the lessor becoming aware of the departure of the tenant.
 - (2) The tenant is responsible for payment of services to the date of that reading or measurement.

TENANT'S USE OF THE PREMISES WITHOUT INTERFERENCE

43. The lessor guarantees that there is no legal impediment to the use of the premises for residential purposes by the tenant.
44. The lessor must not cause or permit any interference with the reasonable peace, comfort or privacy of the tenant in the use by the tenant of the premises.
45. Unless otherwise agreed in writing, the tenant has exclusive possession of the premises, as described in the agreement, from the date of commencement of the tenancy agreement provided for in the agreement.

LESSOR TO INSTALL AND MAINTAIN SMOKE ALARMS

- 46.
- (1) The lessor must install and maintain smoke alarms in the premises.
 - (2) The installation of the smoke alarms must comply with the requirements prescribed by regulation for the Residential Tenancies Act, section 11B.



LESSOR TO MAKE REPAIRS**LESSOR TO PROVIDE PREMISES IN A REASONABLE STATE AT THE START OF THE TENANCY**

47.

- (1) At the start of the tenancy, the lessor must ensure that the premises, including furniture, fittings and appliances (unless excluded from the tenancy agreement), are—
 - (a) fit for habitation; and
 - (b) reasonably clean; and
 - (c) in a reasonable state of repair; and
 - (d) reasonably secure.
- (2) An exclusion must be in writing and may, but need not, be included in the tenancy agreement (if in writing).
- (3) The lessor or the tenant may change locks (at his or her own cost unless otherwise agreed) with the agreement of the other party (which will not be unreasonably withheld).
- (4) The lessor or the tenant may change locks (at his or her own cost) in an emergency without the agreement of the other party.
- (5) If the tenant, or a person living at the premises, is a protected person in relation to an interim or final order made under the *Family Violence Act 2016* or the *Personal Violence Act 2016*, the tenant or person may change locks (at his or her own cost) without the agreement of the other party.
- (6) If a lock is changed, a copy of the key to the changed lock must be provided to the other party as soon as possible unless doing so would affect the safety of a protected person.

LESSOR TO MAKE REPAIRS

48.

- (1) The lessor must maintain the premises in a reasonable state of repair having regard to their condition at the commencement of the tenancy agreement.
- (2) The tenant must notify the lessor of any need for repairs.
- (3) This section does not require the tenant to notify the lessor about anything that an ordinary tenant would reasonably be expected to do, for example, changing a light globe or a fuse.

49.

The lessor is not obliged to repair damage caused by the negligence or wilful act of the tenant.

50.

Subject to clause 49, the lessor must make repairs, other than urgent repairs, within 4 weeks of being notified of the need for the repairs (unless otherwise agreed).

REPAIRS IN UNIT TITLE PREMISES

51.

If the premises are a unit under the Unit Titles Act 2001, and the tenant's use and enjoyment of the premises reasonably requires repairs to the common property, the lessor must take all steps necessary to require the owners' corporation to make the repairs as quickly as possible.

URGENT REPAIRS

52.

The tenant must notify the lessor (or the lessor's nominee) of the need for urgent repairs as soon as practicable, and the lessor must, subject to clause 54 and clause 55, carry out those repairs as soon as necessary, having regard to the nature of the problem.

49.

The following are urgent repairs in relation to the premises, or services or fixtures supplied by the lessor:

- (a) a burst water service;
- (b) a blocked or broken lavatory system;
- (c) a serious roof leak;
- (d) a gas leak;
- (e) a dangerous electrical fault;
- (f) flooding or serious flood damage;
- (g) serious storm or fire damage;
- (h) a failure of gas, electricity or water supply to the premises;
- (i) the failure of a refrigerator supplied with the premise
- (j) a failure or breakdown of any service on the premises essential for hot water, cooking, heating or laundering;
- (k) a fault or damage that causes the premises to be unsafe or insecure;
- (l) a fault or damage likely to cause injury to person or property;



- (m) a serious fault in any door, staircase, lift or other common area that inhibits or unduly inconveniences the tenant in gaining access to and use of the premises.

TENANT MAY AUTHORISE URGENT REPAIRS IN CERTAIN CIRCUMSTANCES

54. If the lessor (or the lessor's nominee) cannot be contacted, or fails to effect the urgent repairs within a reasonable time, the tenant may arrange for urgent repairs to be effected to a maximum value of up to 5% of the rent of the property over a year.
55. The following procedures apply to urgent repairs arranged by the tenant:
- (a) the repairs arranged by the tenant must be made by the qualified tradesperson nominated by the lessor in the tenancy agreement;
 - (b) if the lessor has not nominated a tradesperson, or the nominated tradesperson cannot be contacted or is otherwise unavailable — the repairs must be performed by a qualified tradesperson of the tenant's choosing;
 - (c) if the repairs are arranged by the tenant in accordance with these procedures—the lessor is liable for the cost of repairs and the tradesperson may bill the lessor direct;
 - (d) if the tenant does not act in strict compliance with this clause—the tenant is personally liable for the cost of any urgent repairs arranged by the tenant

TENANT TO LOOK AFTER THE PREMISES

THE TENANT MUST TAKE REASONABLE CARE OF THE PREMISES AND KEEP THE PREMISES REASONABLY CLEAN

56. During the tenancy, the tenant must—
- (a) not intentionally or negligently damage the premises or permit such damage; and
 - (b) notify the lessor of any damage as soon as possible; and
 - (c) take reasonable care of the premises and their contents, and keep them reasonably clean, having regard to their condition at the time of the commencement of the tenancy and the normal incidents of living.
57. The tenant must replace the battery in a smoke alarm installed in the premises whenever necessary.
58. The tenant must leave the premises—
- (a) in substantially the same state of cleanliness, removing all the tenant's belongings and any other goods brought onto the premises during the duration of the tenancy agreement; and
 - (b) in substantially the same condition as the premises were in at the commencement of the tenancy agreement, fair wear and tear excepted.

59. The lessor must not require the tenant to make alterations, improvements or renovations to the premises.

TENANT OF UNIT TO COMPLY WITH OWNERS' CORPORATION'S RULES

60. If the premises are a unit under the Unit Titles Act 2001, the tenant must comply with the owners' corporation's rules, and with any notice served in accordance with the rules, to the extent that they are not inconsistent with this agreement.

TENANT MUST MAKE NO ALTERATIONS AND MUST NOT ADD ANY FIXTURES OR FITTINGS WITHOUT THE CONSENT OF LESSOR

- 61.
- (1) The tenant must not, without the lessor's written consent (which must be given or refused (acting reasonably) within 10 days), make any renovation, alteration or addition to the premises. The lessor may only refuse consent to an application by the tenant for special modifications (as defined in section 71AA of the Residential Tenancies Act) in accordance with section 71AB of the Residential Tenancies Act, in which case the tenant's request for consent for special modifications will be deemed to be an application for consent under section 71AB(2) of the Act.
 - (2) The lessor may give consent subject to a reasonable condition, including a requirement that the tenant use a suitably qualified tradesperson to undertake—
 - (a) the renovation, alteration, or addition; and
 - (b) any restoration at the end of the tenancy.
 - (3) Unless otherwise agreed, the tenant is liable for the cost of any renovation, alteration or addition to the premises.
 - (4) Unless otherwise agreed, at the end of the tenancy the tenant is responsible for restoring the premises to substantially the same condition as the premises were in at the commencement of the residential tenancy agreement, fair wear and tear excepted.



- (5) The lessor and tenant may agree that any renovation, alteration or addition to the premises remains in place at the end of the tenancy agreement.

62.

- (1) The tenant must not add any fixtures or fittings to the premises without the consent of the lessor.
- (2) The lessor's consent must not be unreasonably withheld.
- (3) The tenant must make good any damage to the premises on removal of any fixtures and fittings.
- (4) Any fixtures or fittings not removed by the tenant before the tenant leaves the premises becomes the property of the lessor.

TENANT MUST NOT USE THE PREMISES FOR ILLEGAL PURPOSES AND MUST NOT DISTURB THE NEIGHBOURS

63. Unless otherwise agreed in writing, the tenant must only use the premises for residential purposes.

64. The tenant must not:

- (a) use the premises, or permit them to be used, for an illegal purpose to the detriment of the lessor's interest in the premises; or
- (b) cause or permit nuisance; or
- (c) interfere, or permit interference, with the quiet enjoyment of the occupiers of nearby premises.

TENANT MUST NOT SELL, DISPOSE OF, OR SUBLET TENANCY WITHOUT CONSENT OF LESSOR

65.

- (1) The tenant must not assign or sublet the premises or any part of them without the written consent of the lessor, but the tenant may licence the premises without the requirement to obtain any consent.
- (2) Consent may be given at any time.
- (3) No rights in relation to the premises may be created in any third party before consent is obtained from the lessor.

TENANT MAY BE RESPONSIBLE FOR DAMAGE OR OTHER BREACH OF TENANCY AGREEMENT BY VISITORS OR GUESTS

66. The tenant is personally responsible for the actions or omissions of visitors, guests or other people on the premises if:

- (a) the action or omission would if performed by the tenant have constituted a breach of this tenancy agreement; and
- (b) the person is on the premises with the permission of the tenant.

67. The tenant is not personally responsible for the actions or omissions of a person who is on the premises:

- (a) at the request of the lessor; or
- (b) to assist the lessor perform any of the duties of the lessor under this tenancy agreement (whether at the request of the lessor or the tenant); or
- (c) without the consent of the tenant.

KEEPING ANIMALS ON PREMISES

68. The tenant may keep any animal(s), or allow any animal(s) to be kept, on the premises, provided the animal(s) are of the type and number allowed by local council and strata by-laws (if relevant).

69. The tenant is responsible for any repairs or additional maintenance to the premises required as a consequence of keeping any animal(s) on the premises.

LESSOR'S ACCESS TO PREMISES

LESSOR CANNOT ENTER PREMISES EXCEPT AS PROVIDED IN TENANCY AGREEMENT

70.

- (1) The lessor must not require access to the premises during the tenancy except as provided by the law or this tenancy agreement or an order of a court.
- (2) The tenant may permit access to the premises by the lessor at any time.
- (3) If requested, the lessor or the lessor's agent must provide identification to the tenant.

71. The lessor must not have access to the premise —

- (a) on Sundays; or
- (b) on public holidays; or
- (c) before 8 am and after 6 pm;



- (d) other than—
- (e) for the purpose of carrying out urgent repairs or for health or safety reasons in relation to the premises; or
- (f) with the consent of the tenant.

ACCESS IN ACCORDANCE WITH TENANCY AGREEMENT

ROUTINE INSPECTIONS

71. The lessor may, but is not required to, inspect the premises once in each period of 12 months following the commencement of the tenancy.
72. In addition to the inspections provided for in the previous clause, the lessor may, but is not required to, make an inspection of the premises—
- (a) within 1 month of the commencement of the tenancy; and
 - (b) in the last month of the tenancy.

73.

- (1) The lessor must give the tenant 2 weeks written notice of an inspection.
- (2) The inspection must take place at a time agreed between the parties with reasonable regard to the work and other commitments both of the tenant and of the lessor (or their agents).

ACCESS FOR PURCHASERS AND NEW TENANTS

74. The tenant must permit reasonable access to the premises during the period of 3 weeks before the end of the tenancy, on the lessor giving 24 hours' notice, to allow inspection of the premises by prospective tenants.
75. The tenant must permit reasonable access to the premises, on the lessor giving 24 hours' notice, to allow inspection of the premises by prospective purchasers of the premises provided:
- (a) the lessor intends to sell the premises; and
 - (b) the lessor has previously notified the tenant in writing of the lessor's intention to sell.

ACCESS FOR MAKING OR INSPECTING REPAIRS

76.

- (1) On giving the tenant 1 week notice (or such other agreed period), the lessor may enter the premises at a reasonable time, having regard to the interests of the tenant and the lessor, for the purpose of making or inspecting repairs.
- (2) For urgent repairs, the lessor must give reasonable notice and enter the premises at a reasonable time having regard to the interests of the tenant and the lessor.

NOTICE TO VACATE BY LESSOR

77. The notice to vacate must be in writing, and must include the following information:
- (a) the address of the premises;
 - (b) the ground(s) on which the notice is issued, together with sufficient particulars to identify the circumstances giving rise to the ground(s);
 - (c) that the lessor requires the tenant to vacate the premises by the expiry of the required notice period and that the tenancy ends on the day that the tenant vacates the premises.

NOTICE OF INTENTION TO VACATE BY TENANT

78.

- (1) If the tenant serves a notice of intention to vacate and vacates the premises in accordance with the notice, the tenancy terminates on the date of vacating the premises.
- (2) On receiving a notice of intention to vacate, the lessor may—
 - (a) accept the notice and accept that the tenancy ends on the date nominated in the notice; or
 - (b) apply to a court for confirmation of the tenancy agreement, an order for compensation or both.

79. The notice of intention to vacate must be in the same form and contain the same information as the notice to vacate from the lessor except the notice of intention to vacate must contain the statement that the tenant intends to vacate the premises on a certain date and the tenancy terminates on that date.



TERMINATION WHERE PREMISES ARE NOT FIT FOR HABITATION

80. The lessor or the tenant may, by written notice, terminate the tenancy on a date specified in the notice on the following grounds:
- (a) the premises are not fit for habitation;
 - (b) the premises are not available or will not be available because of Government action within a period of 4 weeks of the date that notice is given.
- 81.
- (1) In either case the lessor must give not less than 1 weeks' notice of termination of the tenancy, and the rent abates from the date that the premises are uninhabitable.
 - (2) The tenant may give 2 days' notice of termination of the tenancy.
 - (3) If neither the lessor nor the tenant give notice of termination of the tenancy, the rent abates for the period that the premises are unable to be used for habitation, but the tenancy resumes when they are able to be used again.

TERMINATION OF TENANCY BY TENANT**TERMINATION ON OR AFTER END OF FIXED TERM**

- 82.
- (1) The tenant may give notice to terminate a periodic tenancy by giving the lessor not less than 3 weeks' notice of the date when the tenant intends to vacate the premises.
 - (2) The tenancy ends on the date specified by the tenant.
- 83.
- (1) The tenant may give notice to terminate a fixed term tenancy at or after the end of the tenancy by giving 3 weeks' notice of the date when the tenant intends to vacate the premises.
 - (2) The tenancy ends on the date specified by the tenant.

TERMINATION FOR BREACH BY LESSOR

84. If the lessor breaches the tenancy agreement, and the tenant wishes to terminate the tenancy agreement, the tenant may give the lessor written notice of intention to terminate the tenancy in accordance with clause 84.
85. If the tenant decides to proceed by way of notice to the lessor, the following procedures apply:
- (a) the tenant must give the lessor a written notice that the lessor has 2 weeks to remedy the breach if the breach is capable of remedy;
 - (b) if the lessor remedies the breach within that 14-day period—the tenancy continues;
 - (c) if the lessor does not remedy the breach within the time specified in the notice, or if the breach is not capable of remedy—the tenant must give 2 weeks' notice of intention to vacate;
 - (d) the tenancy agreement terminates on the date specified by the tenant;
 - (e) rent is payable to the date specified in the notice or to the date that the tenant vacates the premises, whichever is the later; and
 - (f) if the lessor remedies the breach during the period of the notice of intention to vacate—the tenant, at the tenant's option, may withdraw the notice or may terminate the tenancy agreement on the date specified in the notice by vacating the premises on that date.

TERMINATION OF TENANCY BY LESSOR**TERMINATION FOR FAILURE TO PAY RENT**

86. The lessor may terminate the tenancy and evict the tenant on the ground of non-payment of rent in the following circumstances:
- (a) rent has been unpaid for 4 weeks. The first day of this period concludes at midnight on the day when the unpaid rent was due;
 - (b) the lessor has served a notice to remedy on the tenant for the failure to pay the rent, being a notice—
 - (i) served not earlier than 4 weeks after the day when the rent was due; and
 - (ii) containing a statement that if the tenant pays the rent outstanding to the date of payment within 14 days of the date of service of the notice to remedy, no further action must be taken and the tenancy continues; and
 - (c) if all rent is not paid within 14 days of the date of service of the notice to remedy—the lessor may then serve a notice to vacate on the tenant requiring the tenant to vacate the premises within 4 weeks of service of the notice to vacate.



TERMINATION OF TENANCY FOR BREACH OTHER THAN NONPAYMENT OF RENT

87. The lessor may terminate the tenancy and evict the tenant on the ground of breach of the tenancy agreement in the following circumstances:
- (a) the lessor must serve a written notice requiring the tenant within 4 weeks after the day of service to remedy the breach if it is capable of remedy; and
 - (b) if the breach cannot be remedied, and the tenant does not pay reasonable compensation to the lessor for the loss or damage suffered by the lessor as a consequence of the breach within 14 days after the day of service—the lessor may give a notice to the tenant to vacate the premises within 2 weeks after the date of service of the notice to vacate.

TERMINATION OF TENANCY WITHOUT CAUSE

88. The lessor may serve a notice to vacate during the term of a tenancy requiring the tenant to vacate the premises at the end of the notice provided that—
- (a) the notice is for 26 weeks; and
 - (b) the notice does not require the tenant to vacate the premises during a fixed term.

89.

- (1) If the lessor serves a notice on the tenant under clause 87 requiring the tenant to vacate the premises at the end of the notice, the tenant may vacate the premises before that day without breaching the residential tenancy agreement by giving the lessor a notice of intention to vacate—
 - (a) if the term of the tenancy ends in less than 2 weeks—at least 4 days before vacating the premises; and
 - (b) in any other case—at least 3 weeks before vacating the premises.
- (2) If subclause (1) applies, the tenancy terminates on the day the tenant vacates the premises.

TERMINATION OF PERIODIC TENANCY

90.

- (1) If there is a periodic tenancy, the lessor may serve on the tenant a notice to vacate for the following periods on the following grounds:
 - (a) 8 weeks' notice if the lessor genuinely intends to live in the premises;
 - (b) 8 weeks' notice if the lessor genuinely believes the lessor's immediate relative intends to live in the premises;
 - (c) 8 weeks' notice if the lessor genuinely believes an interested person intends to live in the premises;
 - (d) 8 weeks' notice if the lessor genuinely intends to sell the premises;
 - (e) 12 weeks' notice if the lessor genuinely intends to reconstruct, renovate or make major repairs to the premises and the reconstruction, renovation or repairs cannot reasonably be carried out with the tenant living in the premises.
- (1A) If the lessor serves a notice to vacate on the ground of an intention or belief mentioned in subclause (1) (a), (b) or (c), the lessor must also give the tenant a statutory declaration about the intention or belief.
- (2) In this clause:

immediate relative means a son, daughter, son-in-law, daughter-in-law, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law or sister-in-law.

interested person, for a lessor, means a person who is not an immediate relative of the lessor but who has a close family or personal relationship with the lessor and who has a reasonable expectation arising from that relationship that the lessor would provide accommodation for that person.

91.

- (1) If a tenant is required to vacate the premises in accordance with clause 89, the tenant may vacate the premises at any time during the 2 weeks before the date specified in the notice to vacate provided the tenant gives the lessor 4 days' notice of intention to vacate.
- (2) In this case, the tenancy terminates on the date that the tenant vacates the premises.

NOTICES OF ADDRESS FOR SERVICE

92.

- (1) At the commencement of the tenancy, the lessor and the tenant must each give an address for service of notices.
- (2) If the address changes during the tenancy, the lessor or tenant must advise the other party of the new address for service within 2 weeks of the change.



- 93. On vacating the premises, the tenant must advise the lessor of a forwarding address.
- 94. If 2 or more people share a tenancy, except where this agreement otherwise provides, they do so as joint tenants.

SCHEDULE 3 – ADDITIONAL TERMS

1. ACKNOWLEDGEMENTS

1.1. Lease terms

The parties acknowledge and agree that this agreement comprises the Lease Form, Annexure A, being the Schedule 1- Details of Residential Tenancy Agreement, the Schedule 2 - Standard Form and these Schedule 3 - Additional Terms. These Additional Terms will override the terms of the Standard Form and the Details of Residential Tenancy Agreement to the extent of any inconsistency or discrepancy.

1.2. Landlord's acknowledgements

The landlord acknowledges and agrees that:

- a. it relies on its own independent legal, financial, taxation and other advice before entering into this agreement;
- b. it will comply with any notice, reporting or other requirements under law; and
- c. there is no bond payable by the tenant to the landlord.

2. EXTENSION OF TERM

2.1. The tenant's right to extend the Term

Without limiting the Standard Form, and in addition to the rights and obligations of the landlord and tenant under the Standard Form, the tenant may, by written notice to the landlord, exercise one of the following rights once:

~~a. extend the Term by a period of 12 Months; by exercising one of the following rights where applicable:~~

- ~~extend the Term by a period of 3 years;~~
- ~~extend the Term by a period of 24 months;~~
- ~~extend the Term by a period of 18 months;~~
- ~~extend the Term by a period of 12 months;~~
- ~~extend the Term by a period of 6 months; and~~

- b. extend the Term by up to 12 months.

2.2. Notice of extension of Term

A notice under this clause must:

- a. be given at least 3 months before the date, which but for that extension, would have been the terminating date of this agreement;
- b. specify which sub-clause of clause 2.1 of these Additional Terms is invoked;
- c. specify the period by which the Term is to be extended; and
- d. specify the new Terminating Date.

2.3. Effect of giving notice

After giving the notice pursuant to this clause 2 of these Additional Terms, the Terminating Date is extended accordingly even if such extension is not registered.

3. RENT

3.1. Payment of Rent

- a. The tenant will pay the Rent by electronic funds transfer at the direction of the landlord. The landlord must make adequate arrangements to enable payment by this method.
- b. Despite clause 23 of Schedule 1 – Standard Form, the Tenant elects to pay Rent (other than the first and last payments) monthly in advance on the first day of each calendar month.

- c. The first Rent payment, which includes a partial Rent payment in arrears and the first full month Rent payment in advance, will be paid:
 - (i) where the Commencing Date is before the twenty-third day of the month, on the first day of the following month; or
 - (ii) where the Commencing Date is on or after the twenty-third day of the month, within 7 Business Days of the first day of the following month.
- ci. The last Rent payment is payable in arrears.

3.2. Calculation of Rent

- a. The Rent accrues from day to day.
- b. The monthly payment is calculated as follows:

$$\text{monthly Rent} = \text{weekly Rent} \times 4.3482$$

- c. If the first or last Rent payment is for a period of less than a full calendar month, the Rent for the broken Rent period is calculated on a daily basis as follows:

$$\text{daily Rent} = \text{weekly Rent} \times 0.1429$$

4. DIRECTION FOR RENT PAYMENT

4.1. Acknowledgment

The parties acknowledge and agree that any direction under this clause 4 regarding payment of the Rent by the tenant is not intended to reduce or offset the amount of Rent payable by the tenant to the landlord under this agreement.

4.2. Direction to pay

The landlord directs the tenant to make payment of the Rent in the following manner:

Payment direct to Landlord – 83. % of the Rent direct to the landlord in the account nominated by the landlord

Payment direct to Property Care Provider - 16.5 % of the Rent direct to the Property Care Provider in the account nominated by the Property Care Provider.

4.3. New directions to pay from time to time

- a. Subject to clause 4.3(c), the parties agree that the landlord may, from time to time, by notice in writing to the tenant, issue a new direction for Rent payment under clause 4.2 of these Additional Terms, and the tenant will comply with that new direction from the date of receipt.
- b. If a new direction for Rent payment under clause 4.3.a. of these Additional Terms is expressed as only having effect for a particular month, the tenant will revert to paying the Rent in accordance with clause 4.2 of these Additional Terms for subsequent months (after giving effect to the direction for the relevant month).
- c. Any new direction for Rent payment issued under clause 4.3(a) must only involve an increase in the percentage of the Rent payable directly to the Property Care Provider under clause 4.2 and must not involve a decrease in that percentage.

5. RENT REVIEW

Review dates and method of Rent review

- 5.1. a. The Rent will be reviewed and assessed as follows:



Review Date	Method of review
<u>First Review Date:</u> 31 December of the year in which this Agreement commences, or if the Commencement Date is later than 30 September in that year, then 31 December in the following year.	The landlord must notify the tenant in writing of the Landlord's Assessment at least 60 days before the First Review. Unless clause 5.4 of these Additional Terms applies, the new Rent payable from the First Review Date is the New Rent Amount stated in the Landlord's Assessment.
<u>Second and subsequent Review Dates:</u> Every 31 December for the Term	By using the same Rent Review process as for the First Review Date in the row above, except that references to "First Review Date" will be read as references to the second or subsequent Review Dates (as appropriate).

5.2. When and how Rent will be reviewed

- a. The Rent will be reviewed by the landlord as at each relevant Review Date, in the manner shown in the table in clause 5.1 of these Additional Terms.
- b. Nothing in this clause 5 of these Additional Terms derogates from the landlord's obligations under clause 29 to 31 of the Standard Form or the *Residential Tenancies Act 1998 (ACT)*.

5.3. Date from which new Rent applies

Subject to clause 5.4, if the Rent review:

- a. is completed by the relevant Review Date, then, subject to the terms of this agreement, the new Rent takes effect on the relevant Review Date; or
- b. is not completed by the relevant Review Date:
 - (i) the tenant must continue to pay Rent at the rate applicable for the previous period until the Rent review process has been completed and the Landlord's Assessment has been issued; and
 - (ii) once the Landlord's Assessment has been issued:
 - A. the tenant must pay the landlord the amount of any underpayment within 10 Business Days of the Landlord's Assessment; or
 - B. the landlord must refund to the tenant the amount of any overpayment within 10 Business Days of demand by the tenant,

and the tenant elects to pay an increase in Rent with effect from the relevant Review Date even if the Landlord gives notice of the Rent increase after the time required by clause 31 of the Standard Form.

5.4. Dispute between parties about Landlord's Assessment

- a. If either party objects to the New Rent Amount stated in the Landlord's Assessment, or if the Landlord does not issue a Landlord's Assessment within a reasonable period of time after the relevant Review Date, the objecting party must notify the other party in writing and with effect from the relevant Review Date:
 - (i) no later than 20 Business Days after the date of service of the Landlord's Assessment; or
 - (ii) within a reasonable period of time after the relevant Review Date if no Landlord's Assessment has been received.
- b. The parties agree that they will refer all disputes in relation to the Landlord's Assessment or the Landlord's failure to issue a Landlord's Assessment (*Lease Rent Review Dispute*) to dispute resolution under this clause 5.4.
- c. In the event of any Lease Rent Review Dispute, the disputing party may request in writing the Chair of the Australian Property Institute or the Australian Valuers Institute to appoint a valuer



who is a certified practicing and registered valuer with the Australian Property Institute or the Australian Valuers Institute (as relevant) in the Australian Capital Territory (the **Chair's Valuer**) to determine the new current market Rent for the Premises, and in that case:

- (i) in making its determination, the Chair's Valuer must apply the valuation criteria set out in the Landlord's Valuation Guide;
 - (ii) the costs of the Chair's Valuer must be met by the landlord and tenant equally; and
 - (iii) any determination of the new Rent by the Chair's Valuer will be conclusive and binding on the parties.
- d. Once a Lease Rent Review Dispute has been concluded, having regard to the new Rent then being paid by the tenant and the amount assessed by the Chair's Valuer as being the new Rent:
- (i) the tenant must pay the landlord the amount of any underpayment (calculated from the previous Review Date) within 10 Business Days of such determination; or
 - (ii) the landlord must refund to the tenant (calculated from the previous Review Date) the amount of any overpayment within 10 Business Days of demand by the tenant.
- di. The landlord is not precluded from objecting to the Rent and initiating a Lease Rent Review Dispute on the basis that the landlord served the Landlord's Assessment.
- dii. If the valuer fails to decide the new Rent within 10 Business Days after its appointment, the parties may agree to appoint (or either party may request the appointment of) a further valuer under clause 5.4(c).

6. OCCUPANCY

6.1. Occupancy arrangements

Provided that the tenant continues to pay Rent in accordance with this agreement, the landlord consents to the tenant:

- a. allowing Defence Force personnel and other persons specified under the DHA Act to occupy the Premises; or
- b. if the tenant does not require the Premises for housing Defence Force personnel or other specified persons under the DHA Act:
 - (i) allowing other persons to occupy the Premises; or
 - (ii) leaving the Premises unoccupied.

7. PROPERTY CARE CONTRACT

7.1. Relationship between Property Care Contract and lease

- a. It is an essential term of this agreement that this agreement and the Property Care Contract run concurrently and end simultaneously to enable DHA to meet its obligations under the DHA Act.
- b. The parties acknowledge and agree that:
 - (i) this agreement is interdependent with the Property Care Contract;
 - (ii) if this agreement is terminated or is surrendered, the Property Care Contract automatically (and without the need for any action to be taken, or any notice to be given, by either party) terminates on the date of termination or surrender of this agreement;
 - (iii) if the Property Care Contract is terminated:
 - a. the tenant may give up possession of the Premises and the landlord will be deemed to have consented to the tenant giving up possession of the Premises;
 - b. this agreement will terminate without any further action being required to be taken by either party; and
 - c. the tenant will not be obliged to pay any break fee to the landlord;
 - (iv) in the event the landlord sells the Premises by way of Mid-Lease Sale, the landlord will ensure that any third party purchaser of the Premises (Third Party Purchaser) executes



a deed of novation of the Property Care Contract in accordance with the terms of the Property Care Contract; and

- (v) If there is any inconsistency between the provisions in this agreement and the provisions in the Property Care Contract, the provisions in this agreement will prevail to the extent of the inconsistency.

c. The parties acknowledge that:

- (i) the Property Care Provider and the tenant are the same entity;
- (ii) DHA acts in 2 different capacities, namely as the tenant under this agreement and the Property Care Provider under the Property Care Contract; and
- (iii) DHA will be referred to in this agreement by either the name "tenant" or "Property Care Provider" (as appropriate) to clarify the relevant capacity in which DHA is acting.

8. GENERAL PROVISIONS

8.1. Lease Registration

a. The tenant must, at the tenant's cost:

- (i) register this agreement;
- (ii) register a variation of this agreement if the Term is extended under clause 2.2 of these Additional Terms; and
- (iii) deliver a copy of each registered document to the landlord within 4 weeks of the parties executing this agreement or any extension of Term.

8.2. Caveatable interest

- a. The tenant may lodge a caveat to protect its leasehold interest in the Premises.
- b. The landlord will not raise any objection to the lodgment of the caveat.

8.3. Mortgagee's consent

If the Premises are subject to a mortgage or charge, the landlord must obtain the unconditional mortgagee's or chargee's consent to this agreement at the landlord's cost, and provide the tenant with a copy of such consent. Such consent must be in the form attached to this agreement at Attachment A and in any other form required to register this agreement.

8.4. Other legal costs

- a. The landlord must pay any applicable stamp duty in relation to this agreement.
- b. The parties must bear their own costs in relation to the execution of this agreement and the performance of their obligations under this agreement.

8.5. Insurance by landlord

- a. The landlord must take out and maintain, at its cost, appropriate insurance to cover the Premises and the Landlord's obligations in relation to the Premises, including:
 - (i) building insurance, against loss or damage from fire, lightning, flood, storm and tempest, earthquake, water damage (including sprinkler leakage and rain water), explosion or concussion from explosion, impact by vehicles or aircraft or articles dropped from aircraft, radiation, riots, strikes, civil commotion, and malicious damage, for its full reinstatement or replacement value (including architects, surveyors and other professional fees, the cost of debris removal, demolition, site clearance, any works that may be required by law and incidental expenses) at the time of loss or damage; and
 - (ii) public liability insurance, for all claims for injury, loss or damage to any person or property however sustained arising out of the use of the Premises, for not less than the amount of \$20 million per occurrence (or for such other reasonable amount which the landlord and the tenant agree).



- b. If, during the Term:
- (i) a building on the Premises is damaged or destroyed by a risk against which the landlord is required by this agreement to insure;
 - (ii) the payment of insurance moneys under the insurance policy has not been refused in whole or in part because of any act or omission of the tenant; and
 - (iii) the tenant has notified the landlord within 20 Business Days after the date of the damage or destruction that it requires the landlord to reinstate the building,
- subject to any rights of the landlord to terminate this agreement under the Standard Form or these Additional Terms, the landlord agrees to act promptly and do its best to reinstate the building, including:
- (iv) claiming and obtaining payment of any insurance moneys to which it is entitled under the insurance policy for the damage or destruction;
 - (v) obtaining any permission, permits and consents that may be required under law to enable the landlord to reinstate the building; and
 - (vi) using all relevant insurance proceeds (except sums for loss of Rent) in reinstating the building, making up any difference between the cost of reinstating and the insurance proceeds.
- c. The landlord must provide evidence of the currency of its insurance policies to the tenant within 7 Business Days of a request in writing by the tenant.
- d. The landlord agrees to notify the tenant promptly if any of the insurances required by this clause lapse or become void, voidable or otherwise unenforceable.

8.6. GST

- a. In this clause:
- (i) "GST Law" means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended) and all related ancillary legislation which provides for a broad based consumption tax on the supply of goods and services which becomes operative in respect of the provisions of this agreement;
 - (ii) "GST" means any tax imposed on the supply of goods or services which is imposed or assessed under the GST Law; and
 - (iii) "Supply" means any supply, as defined in the GST Law, made by a party under this agreement.
- b. If this agreement or any Supply under or in respect of this agreement becomes subject to GST, and if the recipient of the consideration is liable for GST in relation to any Supply under this agreement, the parties agree that the amount payable for any Supply under or in respect of this agreement by any party shall be adjusted by the amount of the GST.
- c. Each party agrees to do all things, including providing invoices or other documentation in such form and detail, that may be necessary to enable or assist the other party to claim or verify any input tax credit, set off, rebate or refund in relation to any GST payable under this agreement or in respect of any Supply under this agreement.
- d. As required by any applicable legislation, where identifiable cost adjustments are realised by virtue of the enactment of the GST Law, those cost adjustments will be reflected in the calculations of the consideration under this agreement.

8.7. No waiver

A failure by a party to exercise any right arising under this agreement is not a waiver of that right or any other right under this agreement.

8.8. Entire agreement

This agreement:

- a. supersedes all prior understandings or agreements between the parties (except for the Properly Care Contract) and any prior condition, warranty, indemnity or representation given or

made by a party in connection with their subject matter (except to the extent contained in the Property Care Contract);

- b. may be varied only by an instrument in writing signed by or on behalf of both the landlord and the tenant; and
- c. and the Property Care Contract and any other documents or information required to be provided by the parties under the Details of Residential Tenancy Agreement, the Standard Form or these Additional Terms constitutes the entire agreement between the landlord and the tenant as to their subject matter.

8.9. No merger

None of the terms and conditions of this agreement or any other agreement between the parties (including the Property Care Contract), nor any act, matter or thing done in relation to this agreement or any other agreement (including the Property Care Contract), will operate as a merger of any of the rights and remedies of the parties in or under this agreement or any other agreement (including the Property Care Contract), all of which will continue in full force and effect.

8.10. No partnership or agency

Nothing in this agreement is intended to create a relationship of partnership, principal and agent and/or joint venture between the parties.

8.11. Notices

- a. A notice given under this agreement must be in writing and, if there is an approved form, in the approved form.
- b. A notice may be given to a party to this agreement or (in the case of the landlord) to the landlord's agent:
 - (i) by giving it to the party or agent personally;
 - (ii) if an address for service for the party or agent is stated in this agreement for service of notices – by leaving it at the address or sending it by prepaid post as a letter to the address;
 - (iii) if a facsimile number for the party or agent is stated in this agreement for service of notices – by sending it by facsimile to the facsimile number in accordance with the *Electronic Transactions Act 2001* (ACT); or
 - (iv) if an email address for the party or agent is stated in this agreement for service of notices – by sending it electronically to the email address in accordance with the *Electronic Transactions Act 2001* (ACT).
- c. The parties agree that any communications delivered electronically through the tenant's and/or Property Care Provider's online portal will constitute a notice delivered via email for the purposes of this agreement.
- d. If no address for service is stated in this agreement for the tenant, the tenant's address for service is taken to be the address of the premises.
- e. A party or the lessor's agent may withdraw his or her consent to notices being given to them by a particular means only by giving notice to each other party that notices are no longer to be given to them by that particular means.
- f. A party or the lessor's agent may change his or her address for service, facsimile number or email address only by giving notice to each other party of a new address for service, facsimile number or email address, in which case the new address for service, facsimile number or email address is taken to be the address for service, facsimile number or email address for the purposes of this agreement from the date of the notice.
- g. Unless the contrary is proved:
 - (i) a notice left at an address for service is taken to have been received by the party to whom the address relates when the notice was left at the address;
 - (ii) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post;



- (iii) a notice sent by facsimile is taken to have been received at the place to which the facsimile was sent when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; and
- (iv) a notice sent by email is taken to have been received by the recipient when the email enters the recipient's email server.

8.12. Severability

- a. To the extent permitted by law, all provisions of this agreement will, so far as possible, be construed so as not to be invalid, illegal or unenforceable in any respect.
- b. If any provision of this agreement (or part thereof) is invalid, illegal, or unenforceable:
 - (i) that provision (or part) will be severed to the extent it is invalid, illegal or unenforceable, and the remaining provisions will continue in force; and
 - (ii) the parties must do all things reasonably necessary, including the execution and registration of any documentation, to give effect to this agreement.

8.13. Counterparts

This agreement may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

8.14. Interpretation

Unless the context otherwise precludes it:

- a. where any expressions are defined in the text of this agreement, those expressions shall have the meanings ascribed to them;
- b. the singular includes the plural and vice versa, and a reference to one gender includes all genders;
- c. a reference to a person generally includes a reference to a corporation, firm, partnership, joint venture, association, authority, trust, government, statutory entity or any other legal entity, and vice versa;
- d. a covenant, agreement or undertaking on the part of two or more parties shall bind those parties jointly and each of them severally;
- e. a reference to a statute includes all amendments made to that statute, and to any statute passed in substitution, and all regulations made under those statutes;
- f. headings are for guidance only and do not affect interpretation;
- g. no rule of construction will apply to the detriment of a party because that party was responsible for the drafting of this agreement or any part of it;
- h. anything to be done on a day which is not a Business Day will be due on the immediately following Business Day; and
- i. mentioning anything after "includes", "including", "for example" or similar expressions does not limit what else might be included.

9. FEDERAL, STATE AND TERRITORY LAWS

9.1. Application of laws

This agreement is to be construed in accordance with, and any matter related to it is to be governed by, the laws applying in the Australian Capital Territory but nothing in this agreement is to be construed as binding the tenant to comply with any laws or requirements which do not apply to it of their own force.

10. DEFINITIONS

The following definitions apply to the Additional Terms unless a contrary intention appears:

Additional Terms means these additional terms in Schedule 3 of Annexure A to this agreement.

Business Day means a day that is not a Saturday, Sunday or public holiday in the Australian Capital Territory.



Commencing Date means the date set out on page 2 of the Lease Form.

Defence Housing Australia ABN 72 968 504 934.

DHA Act means the *Defence Housing Australia Act 1987* (Cth).

Fixtures and Fittings means items that are secured or bolted to the walls or floor of the Premises (fixtures) and free-standing items including goods (fittings), and includes chattels, fixtures, partitions and equipment.

Front Page means the front page of the Lease Form.

Landlord means the lessor under the Standard Form.

Landlord's Assessment means the landlord's assessment of the New Rent Amount payable for the period of 12 months from the relevant Review Date.

Landlord's Valuation Guide means the Landlord's Valuation Guide on the DHA website (as may be amended from time to time).

Lease Form means pages 1 and 2 of this agreement.

Mid-Lease Sale means a sale by the landlord of the Premises to a Third Party Purchaser at any time during the Term of this agreement.

New Rent Amount means the current rent for the Premises payable for the period of 12 months from the relevant Review Date determined in accordance with the process set out in the Property Care Contract Item 1 or Item 4 (e) of the table in paragraph 5 of Schedule 2.

Premises means the premises set out on page 1 of the Lease Form and includes any Fixtures and Fittings and improvements.

Property Care Contract means the Contract so called between the landlord and the Property Care Provider dated on or about the date of this agreement.

Property Care Provider means DHA, acting in its capacity as contractor for the landlord under the Property Care Contract.

Standard Form means the terms in Schedule 2 of Annexure A to this agreement.

Rent means the amount set out on the second page of the Standard Form, as reviewed in accordance with clause 5 of these Additional Terms.

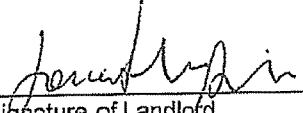
Review Date has the meaning given to that term in clause 5.1 of these Additional Terms.

Term means the term of this agreement, starting on the Commencing Date and ending on the Terminating Date and includes any holdover period.

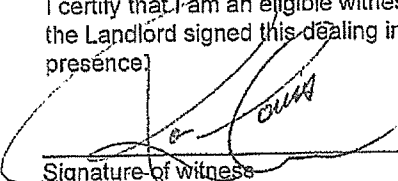
Terminating Date means the date set out on page 2 of the Lease Form, as extended under clause 2 of these Additional Terms.

Signature of Landlord:**Execution Page****[Execution clause for individual Landlord]**

I certify that I am an eligible witness and that the Landlord signed this dealing in my presence.


Signature of Landlord

26/10/2023
Date


Signature of witness

Ronald Louis
Name of witness **OAM JP FCA**
Justice of the Peace (JP No 2357)
Western Australia

Residential address of witness

Business hours telephone of witness

[Execution clause for corporate Landlord]

Executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Authority: Section 127 of the Corporations Act 2001 (Cth)

Signature of authorised person

Name of authorised person

Office held

[Director, Secretary, Sole Director/Secretary]

Date

Signature of authorised person

Name of authorised person

Office held

[Director, Secretary, Sole Director/Secretary]

Date

Signature of tenant:

Executed for and on behalf of Defence Housing Australia ABN 72 968 504 934 by its delegate duly authorised pursuant to s.65 of the *Defence Housing Australia Act 1987* (Cth):

Signature:

Signature of witness:

Name: (please print)

Name of witness: (please print)

Position:

Position of witness:

Date:

Address of witness:



PROPERTY CARE CONTRACT

Australian Capital Territory

Between

Defence Housing Australia

ABN 72 968 504 934

And

Jonathan Edmund Da Silva

ABN/ACN if applicable

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PROPERTY CARE CONTRACT

Australian Capital Territory

Date

This Contract is made on _____

Parties

This Contract is made between and binds the following parties:

- | | | |
|----|--|------------------------------|
| 1. | Defence Housing Australia ABN 72 968 504 934
PO Box 4923, Kingston ACT 2604 | (the Property Care Provider) |
| 2. | Jonathan Edmund Da Silva | ABN/ACN if applicable |
| 3. | 2/14 Dongara Street, Innaloo WA 6018 | (the Landlord) |

This Contract is made in the following context:

- A. The Landlord and the Tenant have entered into the Lease.
- B. The Landlord wishes to engage the Property Care Provider to perform the Property Care Services as a contractor for the Landlord.
- C. The parties have agreed that the Landlord will pay the Service Fees to the Property Care Provider, on the terms and conditions set out in this Contract.

Operative Provisions**1. Interpretation****1.1. Definitions**

- 1.1.1. In this Contract, unless the context indicates otherwise:

Business Day	means a day which is not a Saturday, Sunday, bank holiday or public holiday in the Relevant Jurisdiction;
Commencement Date	means the Commencing Date of the Lease;
Contract Particulars	means the particulars of this Contract, as set out in Schedule 1 of this Contract;
DHA	means Defence Housing Australia ABN 72 968 504 934;
DHA Act	means the <i>Defence Housing Australia Act 1987 (Cth)</i> ;
GST	has the meaning that it has in the <i>A New Tax System (Goods and Services Tax) Act 1999 (Cth)</i> ;
Landlord's Assessment	means the Landlord's assessment of the New Rent Amount payable for the period of 12 months from the relevant Review Date;



Landlord's Valuation Guide	means the Landlord's Valuation Guide on the DHA website (as may be amended from time to time);
Lease	means the lease of the Premises, as described in Item 1 of the Contract Particulars;
Lease Term	means the term of the Lease, as may be extended in accordance with its terms;
Mid-Lease Sale	means a sale by the Landlord of the Premises to a Third Party Purchaser at any time during the Term of the Lease;
New Rent Amount	means the current market rent for the Premises payable for the period of 12 months from the relevant Review Date determined in accordance with the process set out in paragraph 5 of Schedule 2;
Personnel	means, in relation to the Property Care Provider, any natural person who is an officer, employee, agent or professional advisor of the Property Care Provider or of its contractors;
Premises	means the premises set out in Item 2 of the Contract Particulars;
Property Care Services	means the services to be carried out by the Property Care Provider as contractor for the Landlord, as set out in Schedule 2 of this Contract;
Relevant Jurisdiction	means the State or Territory specified in Item 5 of the Contract Particulars;
Relevant Legislation	means the legislation specified in Item 6 of the Contract Particulars;
Rent	means the rent payable by the Tenant to the Landlord under the Lease;
Service Fees	means the fees payable by the Landlord to the Property Care Provider for the Property Care Services, as set out in Item 3 of the Contract Particulars;
Tenant	means DHA, acting in its capacity as tenant under the Lease; and
Third Party Purchaser	means a third party purchaser of the Premises.

1.2. Interpretation

1.2.1. In this Contract, unless the contrary intention appears:

- a. words in the singular include the plural and words in the plural include the singular;

- b. clause headings are for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;
- c. a reference to dollars is a reference to Australian dollars;
- d. a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision;
- e. if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- f. the Schedules and any attachments form part of this Contract;
- g. if any conflict arises between the terms and conditions contained in the clauses of this Contract and any part of the Schedules (including any attachments), the terms and conditions of the clauses prevail;
- h. a reference to writing is a reference to any representation of words, figures or symbols, whether or not in a visible form; and
- i. words or phrases used in this Contract and defined in the Lease (and not otherwise defined in this Contract) have the same meaning as they have in the Lease.

1.3. Guidance on construction of Contract

- 1.3.1. This Contract and the Lease records the entire agreement between the parties in relation to its subject matter.
- 1.3.2. A provision of this Contract will not be construed to the disadvantage of a party solely on the basis that it proposed that provision.

1.4. Commencement and expiry

- 1.4.1. The terms of this Contract:
 - a. apply on and from the Commencement Date; and
 - b. expire on the Terminating Date or any earlier termination of the Lease, (the Term).

2. References to DHA in this Contract

- 2.1.1. The parties acknowledge that:
 - a. the Property Care Provider and the Tenant are the same entity;
 - b. DHA acts in 2 different capacities, namely as the Property Care Provider under this Contract and as the Tenant under the Lease; and
 - c. DHA will be referred to in this Contract by either the name "Property Care Provider" or "Tenant" (as appropriate) to clarify the relevant capacity in which DHA is acting.
-



3. Relationship between the Lease and this Contract

- 3.1.1. The parties agree that it is an essential term of this Contract that the Lease and this Contract run concurrently and end simultaneously to enable DHA to carry out its statutory functions under the DHA Act.

4. Property Care Services

4.1. Property Care Provider not an agent

- 4.1.1. The parties acknowledge and agree that the Property Care Provider is being engaged by the Landlord as a contractor for the provision of services and not as an agent.

- 4.1.2. The Property Care Provider is not by virtue of this Contract an officer, employee, partner or agent of the Landlord, nor does the Property Care Provider have any power or authority to bind or represent the Landlord.

4.2. Performance of Property Care Services

- 4.2.1. The Property Care Provider will perform the Property Care Services in accordance with this Contract.

4.3. Responsibility for Landlord's other obligations under the Lease

- 4.3.1. Subject to the terms of this Contract, the parties acknowledge and agree that the Landlord retains full responsibility for, and will bear all costs in relation to, all of the Landlord's obligations and liabilities under the Lease.

5. Service Fees

- 5.1.1. In consideration of the Property Care Provider performing the Property Care Services, the Landlord will pay, or will procure the payment of, the Service Fees to the Property Care Provider.

- 5.1.2. In addition to the Service Fees, the Landlord will pay to the Property Care Provider all costs, expenses or disbursements incurred by the Property Care Provider in performing the Property Care Services as specified in Schedule 2, within 10 Business Days of receipt of an invoice issued by the Property Care Provider.

6. Taxes, duties and government charges

- 6.1.1. Unless otherwise indicated, the fees and all other consideration for any supply made under this Contract is exclusive of any GST imposed on the supply.
- 6.1.2. If one party (the supplier) makes a taxable supply to the other party (the recipient) under this Contract, on receipt of a tax invoice from the supplier, the recipient will pay without setoff an additional amount to the supplier equal to the GST imposed on the supply in question.

- 6.1.3. No party may claim or retain from the other party any amount in relation to a supply made under this Contract for which the first party can obtain an input tax credit or decreasing adjustment.

7. Insurance

7.1. By Property Care Provider

- 7.1.1. The Property Care Provider will maintain, during the Lease Term (including any holdover period):
- a. workers compensation insurance as required by law; and
 - b. public liability insurance or indemnification with Comcover or other reputable insurance company to cover its public liability exposure in respect of the Premises (whether or not the policy also covers other properties) for at least \$10,000,000 per occurrence.
- 7.1.2. Where the Property Care Provider engages a contractor to carry out work at the Premises, the Property Care Provider will ensure that the contractor holds the necessary insurances to cover the performance of that work, including public liability insurance and (where appropriate) construction works insurance.

7.2. By Landlord

- 7.2.1. The Landlord must take out and maintain, at its cost, all insurances required to be taken out and maintained by the Landlord under the Lease.
- 7.2.2. The Landlord acknowledges and agrees that there may be occasions where the Property Care Provider will require the Landlord to make a claim under the Landlord's insurance policies, including in instances where:
- a. the Property Care Provider has incurred costs or expenses on behalf of the Landlord in carrying out urgent repairs; and
 - b. the Property Care Provider's own insurance policies do not respond to a particular event.
- 7.2.3. The Landlord must provide evidence of the currency of its insurance policies to the Property Care Provider within 7 Business Days of a request in writing by the Property Care Provider.
- 7.2.4. The Landlord agrees to notify the Property Care Provider promptly if any of the insurances required by this clause lapse or become void, voidable or otherwise unenforceable.

8. Indemnity

- 8.1.1. The Landlord indemnifies, and will keep indemnified, the Property Care Provider from and against any:
- a. cost, expense or liability incurred by the Property Care Provider;
 - b. loss of or damage to property of the Property Care Provider; and

- c. loss or expense incurred by the Property Care Provider in dealing with any actions, suits, proceedings and claims against it, including legal costs and expenses on a solicitor/own client basis and consultant's costs,

arising in connection with:

- d. the proper performance by the Property Care Provider of the Property Care Services;
- e. a breach by the Landlord of this Contract;
- f. the exercise or purported or attempted exercise by the Property Care Provider of its rights under this Contract;
- g. the Property Care Provider obtaining or attempting to obtain payment of money payable by the Landlord to the Property Care Provider under this Contract; or
- h. an act or omission involving fault on the part of the Landlord in connection with this Contract.

8.1.2. The Landlord's liability to indemnify the Property Care Provider under clause 8.1.1 will be reduced proportionately to the extent that any act or omission involving fault on the part of the Property Care Provider or its Personnel contributed to the relevant cost, liability, loss, damage or expense.

8.1.3. The right of the Property Care Provider to be indemnified under this clause 8 (Indemnity) is in addition to, and not exclusive of, any other right, power or remedy provided by law or in equity, but the Property Care Provider is not entitled to be compensated in excess of the amount of the relevant cost, liability, loss, damage or expense.

9. Mid-Lease Sale

9.1. Limits on advertising for privacy reasons

- 9.1.1. To the extent permitted by law, for privacy and confidentiality reasons and to protect the occupants of the Premises, the Landlord agrees that, in the event the Landlord wishes to sell the Premises, the Landlord will not (and will ensure that its agents and contractors do not):
 - a. affix or erect any signage relating to the sale of the Premises on or adjacent to the Premises;
 - b. publish the house number of the Premises; or
 - c. hold auctions on or adjacent to the Premises.

9.2. Deed of Novation

- 9.2.1. The Landlord agrees that, in the event of a Mid-Lease Sale, the Landlord will ensure that any Third Party Purchaser executes a deed of novation of this Property Care Contract:

- a. substantially in the form provided by the Property Care Provider; and
- b. prior to the date on which the transfer of the Lease to the Third Party Purchaser takes place.

9.2.2. The:

- a. Landlord and the Property Care Provider will bear their own costs; and
 - b. Landlord will bear, or will ensure that the Third Party Purchaser bears, the costs of the Third Party Purchaser,
- of complying with this clause 9 (Mid-Lease Sale).

9.3. **Payment of amounts owing to the Property Care Provider**

9.3.1. The Landlord agrees that, on or before settlement or completion of any Mid-Lease Sale, the Landlord will pay to the Property Care Provider any amounts owing to the Property Care Provider, or which will become owing to the Property Care Provider prior to the date of settlement, under this Property Care Contract, including:

- a. any outstanding Service Fees; and
- b. all fees for any Additional Services carried out by the Property Care Provider in accordance with Schedule 2.

10. **Force majeure**

10.1. **Definition**

10.1.1. In this Contract, 'Force Majeure Event' means any event or occurrence, whether known or unknown at the date of the Contract, that:

- a. prevents, hinders or delays the Property Care Provider from performing its obligations under this Contract;
- b. is beyond the reasonable control of the Property Care Provider; and
- c. the Property Care Provider could not have prevented, or limited the effect of, by taking those steps which a prudent, experienced and reasonable person in the circumstances of the Property Care Provider would have taken.

10.2. **Notice of Force Majeure Event**

10.2.1. Where a Force Majeure Event occurs, the Property Care Provider may give the Landlord prompt written notice (Notice) of the Force Majeure Event specifying in reasonable detail:

- a. the nature of, reasons for, and estimated duration of the Force Majeure Event;
- b. the obligations affected and the extent of the Force Majeure Event's effect on the ability of Property Care Provider to comply with those obligations

under the Contract, including the provision of the Property Care Services;
and

- c. the steps required to address or mitigate the impact of the Force Majeure Event.

10.3. Effect of giving Force Majeure Event Notice

10.3.1. Where a Notice is issued under clause 10.2:

- a. the obligations of the Property Care Provider specified in the Notice are suspended from the date of the Notice for so long as, and to the extent, they are affected by the Force Majeure Event (**Force Majeure Period**); and
- b. no failure or omission by the Property Care Provider to perform such obligations will be a breach of this Contract in so far as the failure or omission is caused by the Force Majeure Event,

subject to the Property Care Provider otherwise complying with the requirements of this clause 10.

10.4. Actions by Property Care Provider

10.4.1. Following the issue of a Notice under clause 10.2 and during the Force Majeure Period, the Property Care Provider must:

- a. use its reasonable endeavours to remove, overcome or minimise the effects of that Force Majeure Event as quickly as possible;
- b. unless otherwise advised by the Landlord, give updates to the Landlord on the status of matters referred to in clause 10.2 when reasonably practicable and in any case, within 14 days after written request is received from the Landlord; and
- c. notify the Landlord in writing as soon as the Force Majeure Period ceases.

10.4.2. If a Notice under clause 10.4.1.c is issued, the Property Care Provider must as soon as reasonably possible resume performance of any suspended obligation.

10.5. Reduction in Service Fees

10.5.1. During the Force Majeure Period, the Service Fees will be reduced in proportion to the Property Care Services provided by the Property Care Provider.

10.6. No limitation

10.6.1. Nothing in this clause limits the parties' rights under this Contract.

11. Dispute resolution

11.1. Definitions

11.1.1. In this clause 11 (Dispute resolution):

Expert means an appropriate practising professional appointed at the request of either party by:

- a. the chairperson for the time being of the Resolution Institute ABN 69 008 651 232 in the Relevant Jurisdiction; or
- b. if there is no such body in existence at the time of the request, the chairperson for the time being of an equivalent body.

11.2. Procedure for dispute resolution

11.2.1. Subject to paragraph 7 of Schedule 2, the parties agree that a dispute arising under this Contract must be dealt with as follows:

- a. the party claiming that there is a dispute agrees to give the other party a notice setting out the nature of the dispute;
- b. within 5 Business Days (or such other period as agreed by the parties in writing) each party agrees to nominate a representative;
- c. within 10 Business Days of receiving a notice under clause 11.2.1a (or such other period as agreed by the parties in writing), the representatives will try to settle the dispute by direct negotiation between them;
- d. failing settlement of the dispute within a further 15 Business Days following the direct negotiation (or such other period as agreed by the parties in writing), or failure of one or both parties to nominate a representative within the period set out in clause 11.2.1.b, the parties may agree that the dispute may be referred by either party for determination by an Expert and in that event clause 11.3 (Expert determination) applies; and
- e. if the parties have been unable to agree to refer the dispute to an Expert either party may commence legal proceedings in a court of competent jurisdiction.

11.3. Expert determination

11.3.1. If an Expert is appointed by the parties in accordance with clause 11.2.1.d, each party may make a submission either orally or in writing to the Expert within 10 Business Days after the date of appointment of the Expert.

11.3.2. In making a determination, the Expert will:

- a. act as an expert and not as an arbitrator;
- b. consider any submission made by a party; and

- c. provide the parties with a written statement of reasons for the determination.
- 11.3.3. Subject to clause 11.6 (Exemption), to the extent permitted by law, the determination of the Expert will be conclusive and binding on the parties.
- 11.3.4. The costs of the Expert will be shared equally between the parties.
- 11.3.5. If the Expert fails to deliver a determination within 20 Business Days after the date of appointment, either party may commence legal proceedings in a court of competent jurisdiction.
- 11.4. **Costs**
- 11.4.1. Subject to any award of costs made by an Expert or a court, each party will bear its own costs of complying with this clause 11 (Dispute resolution).
- 11.5. **Continued performance**
- 11.5.1. Despite the existence of a dispute, the Property Care Provider will (unless requested in writing by the Landlord, acting reasonably, not to do so) continue to perform the Property Care Services where it is reasonably able to do so.
- 11.6. **Exemption**
- 11.6.1. This clause 11 (Dispute resolution) does not apply to:
 - a. action by either party under or purportedly under clause 12.2 (Termination for fault);
 - b. a dispute which involves the question of whether the dispute should properly be resolved in accordance with the dispute resolution provisions of the Lease or this Contract;
 - c. a dispute which involves the interpretation of federal legislation such as the DHA Act; or
 - d. legal proceedings by either party seeking urgent interlocutory relief.

12. Termination of Contract

- 12.1. **Automatic termination if Lease terminates**
 - 12.1.1. The parties agree that this Contract will terminate with immediate effect, and without either party being required to take any action, upon the expiry or earlier termination of the Lease.
 - 12.1.2. In the event of termination under clause 12.1.1, the Landlord will be liable to:
 - a. pay any Service Fees relating to Property Care Services completed before the effective date of termination; and
 - b. to reimburse any expenses the Property Care Provider unavoidably incurs relating entirely to Property Care Services not covered under clause 12.1.2a,
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and must pay these to the Property Care Provider within 10 Business Days of termination.

12.2. Termination for fault

12.2.1. If a party fails to satisfy any of its obligations under this Contract, then the other party - *if it considers that the failure is:*

- a. *not capable of remedy* - may, by notice, terminate the Contract immediately; or
- b. *capable of remedy* - may, by notice require that the failure be remedied within the time specified in the notice and, if not remedied within that time, may terminate the Contract immediately by giving a second notice.

12.2.2. The Property Care Provider may by notice terminate this Contract immediately if the Landlord:

- a. *being a corporation* - comes under one of the forms of external administration referred to in chapter 5 of the *Corporations Act 2001 (Cth)*, or has an order made against it for the purpose of placing it under external administration; or
- b. *being an individual* - becomes bankrupt or enters into a scheme of arrangement with creditors.

12.2.3. Termination of the Contract under this clause 12.2 (Termination for fault) is without prejudice to any prior right of action or remedy which either party has or may have against the other.

12.3. Termination of Lease if Property Care Contract is terminated

12.3.1. Further to clause 3 (Relationship between the Lease and this Contract), the parties acknowledge and agree that if the Property Care Provider terminates this Contract under clause 12.2.1 or clause 12.2.2, the Tenant may terminate the Lease in accordance with the provision of the Relevant Legislation specified in Item 7 of the Contract Particulars (or, if the Premises are in the Australian Capital Territory, in accordance with the process set out in Item 7 of the Contract Particulars), by giving up possession of the Premises to the Landlord or by vacating the Premises,

12.3.2. The Landlord is deemed, by entering into this Property Care Contract, to have consented to the termination of the Lease under this clause 12.3 (Termination of Lease if Property Care Contract is terminated) for the purposes of the provision of the Relevant Legislation specified in Item 7 of the Contract Particulars (or, if the Premises are in the Australian Capital Territory, in accordance with the process set out in Item 7 of the Contract Particulars), and this agreement is taken to constitute an agreement in writing to that effect.

12.4. Termination without prejudice

- 12.4.1. The termination of this Contract is without prejudice to any prior claim or remedy either party has against the other.

13. Keeping of pets

- 13.1.1. The Property Care Provider will consent to the keeping of pets on the Premises on behalf of the Landlord where this is not otherwise prevented by any law or Council or strata by-law.
- 13.1.2. DHA (as tenant) will use reasonable endeavours to ensure that pets do not damage the Premises and will repair, or bears the cost of repair of, any pet damage prior to vacating the Premises
- 13.1.3. The default practice of the Property Care Provider will be to automatically approve all pets in Premises in Victoria on behalf of the Landlord (without referring any requests for pet approval to the Landlord), unless the Landlord specifically advises the Property Care Provider in writing that it wishes to approve pet requests itself.

14. Notices

14.1. Format, addressing and delivery

- 14.1.1. A notice under this Contract is only effective if it is in writing, and addressed in accordance with the address for service of notices in Item 4 of the Contract Particulars.
- 14.1.2. A notice is to be:
- a. signed by the person giving the notice and delivered by hand; or
 - b. signed by the person giving the notice and sent by pre-paid post; or
 - c. transmitted electronically by the person giving the notice by electronic mail or facsimile transmission.
- 14.1.3. Unless the contrary is proved:
- a. a notice left at an address for service is taken to have been received by the party to whom the address relates when the notice was left at the address;
 - b. a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post;
 - c. a notice sent by facsimile is taken to have been received at the place where the facsimile was sent when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; and
 - d. a notice sent by email is taken to have been received by the recipient when the email enters the recipient's email server.
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15. General

15.1. Waiver

- 15.1.1. A failure or delay by a party to exercise any right or remedy it holds under this Contract or at law does not operate as a waiver of that right.
- 15.1.2. The exercise or partial exercise by a party of any right or remedy it holds under this Contract or at law does not prevent any other exercise or partial exercise of that right or remedy by the party.

15.2. Variation

- 15.2.1. A variation of this Contract is binding only if agreed in writing and signed by the parties.

15.3. Severability

- 15.3.1. To the extent permitted by law, all provisions of this Contract will, so far as possible, be construed so as not to be invalid, illegal or unenforceable in any respect.
- 15.3.2. If any provision of this Contract (or part thereof) is invalid, illegal, or unenforceable:
 - a. that provision (or part) will be severed to the extent it is invalid, illegal or unenforceable, and the remaining provisions will continue in force; and
 - b. the parties must do all things reasonably necessary, including the execution and registration of any documentation, to give effect to this Contract.

15.4. Assignment

- 15.4.1. Subject to clause 15.4.2, neither party can assign their obligations and both parties agree not to assign their rights under this Contract without the other party's prior written approval.
- 15.4.2. In circumstances where the Premises are sold and the Lease is assigned or novated to a third party:
 - a. for the purposes of clause 15.4.1, the parties are taken to have approved an assignment or novation of this Contract by the Landlord to that third party; and
 - b. the Landlord agrees to do all things necessary, at its cost, to assign or novate this Contract to the third party (effective at the same time as the assignment or novation of the Lease).

15.5. Survival

- 15.5.1. Unless the contrary intention appears, the expiry or earlier termination of this Contract will not affect the continued operation of any provision relating to an indemnity or any other provision which expressly or by implication from its nature is intended to continue.

15.6. Counterparts

15.6.1. This Contract may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

15.7. Applicable law

15.7.1. This Contract is to be construed in accordance with and any matter related to it is to be governed by the laws of the Relevant Jurisdiction, but nothing in this Contract is to be construed as binding the Property Care Provider to comply with laws that do not apply to it of their own force.

15.7.2. The parties submit to the jurisdiction of the courts of the Relevant Jurisdiction.

SCHEDULE 1 CONTRACT PARTICULARS

1.	Lease	The lease between the landlord and the tenant commencing on 05-September-2023
2.	Premises	16A Hancock Street, Spence ACT 2615
3.	Service Fees	16.5% Including GST
4.	Address for service of notices	Property Care Provider: <div>PO Box 4923, Kingston ACT 2604</div> or other person as notified to the Landlord in writing from time to time. Landlord: <div>2/14 Dongara Street, Innaloo WA 6018</div>
5.	Relevant Jurisdiction	Australian Capital Territory
6.	Relevant Legislation	ACT Residential Tenancies Act 1997 ACT Residential Tenancies Regulation 1998
7.	Lease termination provision	ACT Section 36(1)(h) of the Residential Tenancies Act 1997
8.	Rent increase provision	ACT Section 64B of the Residential Tenancies Act 1997



SCHEDULE 2 PROPERTY CARE SERVICES

1. Scope of the Property Care Services

- 1.1.1. The Property Care Provider will provide the following services to the Landlord as Property Care Services:

	Type of service	To be carried out in accordance with	Cost of service
A.	Vacancy Management Services	Paragraph 2 of this Schedule 2	Included in the Service Fees.
B.	Repair Services	Paragraph 3 of this Schedule 2	Included in the Services Fees except for the cost of any emergency repairs carried out by the Property Care Provider on the Landlord's behalf (which is additional to the Service Fees).
C.	Scheduling and Facilitation Services	Paragraph 4 of this Schedule 2	Included in the Service Fees.
D.	Rent Review Services	Paragraph 5 of this Schedule 2	Included in the Service Fees.
E.	Additional Services (if any are agreed between the parties)	Paragraph 6 of this Schedule 2	Additional to the Service Fees

- 1.1.2. The parties agree that any dispute in relation to the scope of the Property Care Services under this Schedule 2 or the interpretation of this Schedule 2 is a Scope Dispute (as defined by paragraph 7 of this Schedule 2). The process in paragraph 7 of this Schedule 2 will apply to the Scope Dispute before either party seeks to have the dispute resolved in accordance with clause 11 (Dispute resolution) of the Property Care Contract.

2. Vacancy Management Services

The Property Care Provider will provide the following services from time to time when the Premises are unoccupied:

	Service to be provided	Requirements for that particular service
1.	Grounds maintenance (watering gardens, pruning trees and mowing lawns from time to time)	Basic upkeep of the grounds so the Premises look tenanted
2.	Managing occupants of the Premises to minimise vacancies	The Property Care Provider will actively manage the Premises with a view to minimising vacancies and to replacing departing occupants with new occupants
3.	Mail collection	Regular collection of the mail so the Premises look tenanted

3. Repair Services

A glossary of terms used in this paragraph is set out in paragraph 8 of this Schedule 2.

The Property Care Provider will provide the following services as required during the Lease Term:

	Service to be provided	Exclusions from the service
1.	<p>Subject to the DHA Repair Work Policy as set out on the Property Care Provider's website or provided to the Landlord (if any), carry out repair work which is Non-Structural and is the responsibility of the Landlord under the Lease to keep the Premises in a tenanted condition (Repair Work).</p> <p>The cost of Repair Work is included in the Service Fees.</p> <p>In carrying out the Repair Work, the Property Care Provider may replace appropriate items to an equivalent or like standard where, in its opinion, it is impractical or not cost effective to fix a breakage.</p> <p>If the Property Care Provider is reasonably unable to repair or replace an item, the Property Care Provider may elect, in its discretion, to pay the Landlord a reasonable amount for the repair or replacement of that item, in which case the Property Care Provider's obligation to repair or</p>	<p>A. Plumbing Repairs</p> <ul style="list-style-type: none"> • blockages where the cause was tree roots or similar, broken pipe or defective drainage. • repair and replacement of irrigation system. • replacement of irrigation system controllers. • repair or replacement of toilet pan or suites. • repair or replacement of baths, basins and sinks. • replacement of water tanks and associated equipment. • replacement of plumbing fixtures at the end of their Expected Lifespan.

Service to be provided	Exclusions from the service
<p>replace that item will be deemed to have been satisfied.</p> <p>Repair Work arranged by the Property Care Provider will be carried out by a licensed or suitably qualified tradesperson (holding the appropriate insurances).</p> <p>Where repair work is defined in the exclusion list as work that the Property Care Provider will not carry out, or is the responsibility of the Landlord, the Property Care Provider and the Landlord may agree that the Property Care Provider will carry out that work as an Additional Service under paragraph 6 of this Schedule 2, and the costs of any such work will be additional to the Service Fees.</p> <p>If at the end of this Lease Term (including any extensions of this Lease Term) the Lease Term is between 6 and 8 years and the Property Care Provider considers, in its absolute discretion, that the interior paint of the Premises is in a state of disrepair that was not caused by Fair Wear and Tear then the Property Care Provider will repaint the interior of the Premises at its cost before the Premises is handed back to the Landlord.</p> <p>If at the end of this Lease Term (including any extensions of this Lease Term) the Lease Term is between 9 and 14 years and the Property Care Provider considers, in its absolute discretion, that the interior paint and carpet of the Premises is beyond fair wear and tear then the Property Care Provider will re-carpet and repaint the interior</p>	<ul style="list-style-type: none"> • repair or replacement of leaking pipework enclosed in walls, cavities or underground. <p>B. Electrical Repairs</p> <ul style="list-style-type: none"> • repair or replacement of electrical wiring, circuits and/or switchboards. • repair or replacement of home energy storage batteries. • repair or replacement of security or surveillance systems. • replacement of solar panels and inverters and associated equipment. <p>C. Carpentry Repairs</p> <ul style="list-style-type: none"> • replacement of doors. • replacement of door hardware at the end of its Expected Lifespan. • replacement of joinery items such as kitchens, wardrobes and vanities and associated components (eg doors, benchtops, shelving, drawers panels, splashbacks or kickboards). • replacement of outdoor structures (such as pergolas or decks) at the end of their Expected Lifespan. <p>D. Painting/Plastering Repairs</p> <ul style="list-style-type: none"> • repair of damage to plaster as a result of Structural damage or Defects in the Premises. • painting of pre-finished or pre-painted surfaces in or on the Premises (such as colourbond® or stencilcrete). • repair of damage to painting, oiling and clear finishes of timber eg decks, exposed roof truss.



Service to be provided	Exclusions from the service
<p>of the Premises at its cost before the Premises is handed back to the landlord.</p> <p>If at the end of this Lease Term (including any extensions of the Lease Term) the Lease Term is 15 years or more and the Property Care Provider considers, in its absolute discretion, that the interior paint, carpet and exterior paint of the Premises is beyond fair wear and tear then the Property Care Provider will re carpet and re-paint the interior and exterior of the Premises at its cost before the Premises is handed back to the Landlord</p> <p>Property Care Contract Special Conditions</p> <p>NIL</p>	<ul style="list-style-type: none"> • repair of damage to render as a result of Movement, Structural damage or Defects in the Premises. <p>E. General Items</p> <ul style="list-style-type: none"> • replacement of window furnishings, garage doors and associated equipment at the end of their Expected Lifespan. • repair or replacement of vinyl and floor boards at the end of their Expected Lifespan. • repair or replacement of tiles at the end of their Expected Lifespan and/or bonding failure, whether or not the item is patently or latently Defective or has no Defects. • mould and repairing the cause of mould (unless the cause of the mould was due to occupation of the Premises, in which case repairing the mould and the cause of the mould is the Tenant's responsibility). • repair or replacement of any gate, fence or fences at the Premises. • repair or replacement of driveways, paths, retaining walls, letterboxes and garden edging. • repair or replacement of sheds, lawn lockers or carports. • repair or replacement of wet seals, water proofing and water membranes. • tree removals requiring a professional arborist where the tree causes a danger to the Premises or its occupants or third parties or because of a direction by a local council.

	<ul style="list-style-type: none"> • lopping a tree where the tree causes a danger to the Premises or its occupants or third parties or because of a direction by a local council. • infestation by pest(s) that require pest treatment to remove, or that affect the habitability of the Premises. • any damage to the Premises, including damage caused by termites, borers, earthworms and other pests. <p>F. Roofing Repairs</p> <ul style="list-style-type: none"> • repair or replacement of fascias, guttering, downpipes, roof sheeting, ridge capping, skylights and vents. • repair or replacement of roof tiles, ridge capping, bedding and pointing. <p>G. Miscellaneous Exclusions</p> <ul style="list-style-type: none"> • fire, lightning, flood, storm, tempest or any other factor or event which the Property Care Provider could not have prevented by acting in accordance with its obligations in this Contract. • damage to the Premises caused by any circumstance, event or factor that affects the habitability of the Premises or impacts on the ability of the Tenant to occupy the Premises. • all strata matters. • ensuring that swimming pools comply with relevant legislation and providing updated compliance certificates in accordance with relevant legislative requirements. • repair or replacement of swimming pools, pool fencing, shade sails and associated equipment.
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Service to be provided	Exclusions from the service
	<ul style="list-style-type: none"> • repair or replacement of smoke alarms. • repairs or replacement of items required to ensure that the Premises comply (or continue to comply) with legislative requirements (including any codes of practice and applicable Australian or international standards). • repairs to items where the Property Care provider reasonably assesses the damage as having been caused by Fair Wear and Tear. • repairs that are the responsibility of the Tenant under the Lease. • repairs to items where damage was caused by Accidental Damage. • repairs that involve any Structural Improvements (including any Structural alterations or additions). • repairs that involve rectifying any Structural damage or Defects in the Premises. • emergency repairs (unless these emergency repairs are necessary to make safe the Premises, in which case they will be carried out in accordance with Item 2 below). • repairs that involve any Capital Works (or major components of Capital Works). • repair or replacement of Fixtures and Fittings that have Defects. • repair or replacement of items that were not fit for purpose when they were installed in the Premises. • Maintenance Work.



	Service to be provided	Exclusions from the service
		The Property Care Provider will not be responsible for satisfying any warranty or defect liability periods in relation to the construction of the Premises or notifying the Landlord of Warranties expiring on the Premises.
2.	<p>Carrying out, or facilitating the carrying out by the Landlord, at the Property Care Provider's discretion, of emergency repairs which are the responsibility of the Landlord under the Lease as necessary to make safe the Premises (Emergency Repairs).</p> <p>In most circumstances, the Property Care Provider will attempt to obtain the Landlord's consent before carrying out the Emergency Repairs.</p> <p>However, in circumstances where the Landlord cannot be contacted in advance to give consent for the Property Care Provider to carry out (or have carried out) those Emergency Repairs, the Property Care Provider will carry out those Emergency Repairs on behalf of the Landlord.</p> <p>By signing this Contract, the Landlord acknowledges and agrees that:</p> <ul style="list-style-type: none"> a) the Property Care Provider will be listed as the nominated contact for Emergency Repairs for any occupants of the Premises; b) the Landlord consents to the Property Care Provider carrying out (or having carried out) on behalf of the Landlord, Emergency Repairs on the Premises at the Property Care Provider's discretion, provided these Emergency Repairs are reasonable in the circumstances; 	



Service to be provided	Exclusions from the service
<p>c) the Property Care Provider acts as a contractor and not as an agent of the Landlord in carrying out (or having carried out) any Emergency Repairs;</p> <p>d) the Landlord will pay all of the Property Care Provider's costs and expenses in relation to any such Emergency Repairs, within 10 Business Days from the date of the invoice issued by the Property Care Provider;</p> <p>e) payment of any costs and expenses of the Property Care Provider in carrying out any Emergency Repairs will be additional to payment of the Service Fees; and</p> <p>f) the Landlord will do all things necessary (including signing documents), at its cost, to claim under any of the Landlord's insurance policies in relation to the Emergency Repairs, and to repay any costs and expenses incurred by the Property Care Provider in carrying out the Emergency Repairs from the proceeds of that insurance claim.</p>	

4. Scheduling and Facilitating Services

1.	Carrying out inspections of the Premises as required of the Landlord under the Lease	<p>The Property Care Provider will carry out inspections of the Premises at periodic intervals and provide an inspection report to the Landlord.</p> <p>Without waiving any rights under the Relevant Legislation, due to the unique nature of DHA's occupancy under the Lease, the Landlord elects to keep inspections to a minimum.</p> <p>In addition to the periodic inspections undertaken by the Property Care Provider, if requested by the Landlord (with not less</p>
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		than 10 Business Days' notice), the Property Care Provider will arrange one personal inspection of the Premises by the Landlord or its representative in each year of the Lease Term, provided the Landlord or its representative is accompanied by a representative of the Property Care Provider and complies with any security requirements of DHA (as Tenant).
2.	Facilitating ad hoc inspections requested by the Landlord (including to carry out inspections by insurers) or its contractors or insurers	The Property Care Provider will communicate with the occupant of the Premises to arrange appropriate times for these inspections with the parties involved. The Property Care Provider will not be responsible for carrying out the actual inspections.
3.	Providing statements to the Landlord	The Property Care Provider will provide: a) monthly statements showing the total Rent paid and the Service Fees; and b) statements monthly and annually in DHA's Online Services program.

5. Rent Review Services

The Property Care Provider will carry out Rent Reviews prior to the time for Rent Reviews set out in the Lease, and will provide the Landlord with a recommended amount of Rent for each year of the Lease (which may involve a recommended increase or decrease or a recommendation that there be no change to the Rent of the previous year).

The parties acknowledge and agree that the Property Care Provider carries, and will carry, out the Rent Review Services as a contractor for the Landlord and not as an agent.

Rent Reviews will be carried out by the Property Care Provider in accordance with the following process:

No.	Action to be taken	Party responsible
1.	Prior to the relevant Review Date, the Property Care Provider will obtain a current market rent valuation from a contractor of the Property Care Provider who is a certified practising and registered valuer with the Australian Property Institute or the Australian Valuers Institute in the Relevant Jurisdiction.	Property Care Provider



No.	Action to be taken	Party responsible
2.	The Property Care Provider will notify the Landlord in writing of its assessment of the New Rent Amount based on the current market valuation referred to in No. 1 above.	Property Care Provider
3.	<p>If the Landlord agrees with the New Rent Amount proposed by the Property Care Provider, the Landlord will promptly issue a Landlord's Assessment in writing to the Tenant based on the New Rent Amount proposed by the Property Care Provider and advising the Tenant of the proposed new Rent payable under the Lease, and the date from which it is payable.</p> <p>For the avoidance of doubt, the Landlord (and not the Property Care Provider) will be responsible for issuing any notice of a Rent increase (if applicable) to the Tenant in accordance with the provision of the Relevant Legislation (if applicable) and the Lease specified in Item 8 of the Contract Particulars.</p>	Landlord
4.	(a) If the Landlord disagrees with the New Rent Amount proposed by the Property Care Provider, the Landlord must notify the Property Care Provider in writing (which may be by electronic form) within 10 Business Days (Landlord Rent Dispute Notice).	Landlord
	(b) If the Landlord fails to issue a Landlord Rent Dispute Notice within this 10 Business Day period, the Landlord will be deemed to have accepted the New Rent Amount proposed by the Property Care Provider, in which case No. 3 above will apply.	Landlord
	(c) The Landlord must within 15 Business Days after issuing a Landlord Rent Dispute Notice, at its cost: <ul style="list-style-type: none"> (i) procure a valuer who is a certified practising and registered valuer with the Australian Property Institute or the Australian Valuers Institute in the Relevant Jurisdiction (Landlord's Valuer) to assess the appropriate current market rent that will form the basis of the New Rent Amount in accordance with the Landlord's Valuation Guide, and the Landlord will bear all the costs of obtaining the report from the Landlord's Valuer; and (ii) provide a copy of the report of the Landlord's Valuer to the Property Care Provider. 	Landlord
	(d) The Landlord must if requested by the Property Care Provider, ensure that the Landlord's Valuer confers with the Property Care Provider's valuer to discuss and attempt to agree the New Rent Amount in accordance with the Landlord's Valuation Guide promptly after the	Landlord



No.	Action to be taken	Party responsible
	issue of the report of the Landlord's Valuer to the Property Care Provider.	
(e)	If the Landlord's Valuer and the Property Care Provider's valuer agree the New Rent Amount in accordance with the Landlord's Valuation Guide, the Property Care Provider will issue a revised New Rent Amount in accordance with No. 2 above, and the Landlord will promptly issue a Landlord's Assessment in accordance with No. 3 above.	Property Care Provider
(f)	If the Landlord's Valuer and the Property Care Provider's valuer do not agree the New Rent Amount in accordance with the Landlord's Valuation Guide, the Landlord may issue its own Landlord's Assessment to the Property Care Provider and to the Tenant, based on the report issued by the Landlord's Valuer.	Landlord
(g)	The Landlord (and not the Property Care Provider) will be responsible for issuing any notice of a rent increase (if applicable) to the Tenant in accordance with the provision of the Relevant Legislation (if applicable) and the Lease specified in Item 8 of the Contract Particulars.	Landlord

6. Additional Services

From time to time, the Landlord may request that the Property Care Provider perform additional services that are not already being provided by the Property Care Provider under this Contract and are not an obligation of the Tenant under the Lease (**Additional Services**).

The Property Care Provider may in its discretion, but is not obliged to, agree in writing with the Landlord the nature and scope of any such Additional Services. The parties agree that nothing in this Contract (or otherwise) limits the ability of the Property Care Provider to decide whether or not to perform any Additional Services and agree the terms on which these will be performed.

If the parties do not agree in writing to the provision of particular Additional Services, the Property Care Provider will not be required to provide those Additional Services.

The Landlord agrees to pay all of the Property Care Provider's expenses (whether incurred in advance or as disbursements) in relation to any agreed Additional Services, within 10 Business Days from the date of the an invoice issued by the Property Care Provider.

Where the Additional Services involve the Property Care Provider obtaining a written report in relation to the Premises on behalf of the Landlord (eg obtaining a termite report), the Landlord acknowledges and agrees that the Property Care Provider will

have no responsibility for the contents of that report, and has no obligations in relation to the report or its contents, or actioning the report's recommendations, beyond forwarding the report to the Landlord upon receipt of payment.

If the Landlord wishes the Property Care Provider to carry out any repairs or work at the Premises as a result of the contents of any report, the Landlord must agree these repairs or work with the Property Care Provider as a separate Additional Service under this paragraph.

7. Disputes regarding inclusions or exclusions in the Property Care Services

In the event that any dispute arises regarding the scope of the Property Care Services or the proper interpretation of this Schedule 2 (**Scope Dispute**), the parties agree that, before they commence any dispute resolution process under clause 11 (Dispute Resolution) of the Contract, they will follow the process set out in this paragraph 7 in respect of that Scope Dispute.

	Action to be taken	Party responsible
1.	The disputing party will submit a notice in writing to the other party advising that there is a Scope Dispute and giving details of the nature of the Scope Dispute (Scope Dispute Notice).	Landlord or Property Care Provider (depending on which party has the dispute).
2.	Within 10 Business Days of receiving a Scope Dispute Notice (or such other period as agreed by the parties in writing), the parties will attempt to resolve the Scope Dispute by direct negotiation between their nominated representatives.	Both parties
3.	Failing settlement of the dispute within a further 15 Business Days following the direct negotiation (or such other period as agreed by the parties in writing), either party may refer the dispute to either of the following (the Scope Expert): <ul style="list-style-type: none"> a qualified, experienced and reputable tradesperson in the industry or trade in which the Scope Dispute has arisen (or a closely-related industry or trade) as agreed between the parties; or failing any such agreement, an Expert as defined in clause 11.1.1 of the Contract. 	The party who issued the Scope Dispute Notice.
4.	If a Scope Expert is appointed, each party may make a submission either orally or in writing to the Scope Expert within 10 Business Days after the date of appointment of the Scope Expert.	Both parties

	Action to be taken	Party responsible
5.	In making a determination, the Scope Expert will: <ul style="list-style-type: none"> • act as an expert and not as an arbitrator; • consider any submission made by a party; and • provide the parties with a written statement of reasons for the determination. 	The Scope Expert
6.	The costs of the Scope Expert will be shared equally between the parties. Each party will bear its own costs of complying with this process.	Both parties
7.	If the Scope Expert fails to deliver a determination within 20 Business Days after the date of appointment or if either party considers that the determination of the Scope Expert does not resolve the Scope Dispute to their satisfaction, that party may commence dispute resolution proceedings under clause 11 (Dispute resolution) of the Contract.	Either party

8. Glossary

Accidental Damage means damage that occurs to the Premises or a part of the Premises as a result of an unexpected and non-deliberate action or circumstance.

Capital Works means:

- Structural Improvements;
- extensions, renovations, alterations or improvements to Structural Improvements; and
- improvements to items that are considered to be permanently fixed to the Premises.

Defective means having, or being affected by, Defects.

Defects means any defects, errors, inconsistencies or omissions in the design of, the workmanship of, and/or the materials or systems in, the Premises (or any part of the Premises).

Expected Lifespan means the period within which the Premises, a component or part of the Premises, or any Fixtures and Fittings are expected to remain in a useful, liveable and/or serviceable condition, whether in accordance to manufacturers' recommendations or industry expectations for Premises, components or parts of the Premises or Fixtures and Fittings in a similar location and of a similar construction and/or type.

Fair Wear and Tear means the deterioration that occurs over time with the use of the Premises even when the Premises receives reasonable care and maintenance, and:

includes:	does not include:
<ul style="list-style-type: none"> • faded curtains or frayed curtain cords; • furniture indentations, traffic marks on the carpet, discolouration and fades to carpet; • scuffed up wooden floors; • faded, chipped or cracked paint (provided the paint job was approved by the Landlord or the Property Care Provider); • wear to kitchen benchtops and all cabinetry; • loose hinges or handles on doors or windows and worn sliding tracks; • cracks in the walls from Movement; and • water stains on carpet from rain through leaking roofs or faulty plumbing. 	<ul style="list-style-type: none"> • missing curtains or tears in the curtains; • stains or burn marks on the carpet; • badly scratched or gouged wooden floors; • paint jobs that were not approved by the Landlord or the Property Care Provider; • burns or cuts in kitchen benchtops; • broken glass in doors or windows; • holes in walls left from removing picture hooks or attached shelving units, etc; • water stains on carpet caused by overflowing bath or indoor pot plants; • Capital Works • Maintenance Work; • Fixtures and Fittings; and • Emergency Repairs.

Fixtures and Fittings means items that are secured or bolted to the walls or floor of the Premises (fixtures) and free-standing items including goods and appliances (fittings).

Maintenance Work means taking preventative steps to extend the life of the Premises or any part of the Premises.

Movement means any shift in the position, or the components, of the Premises (or a part of the Premises), and includes subsidence, settlement, heave, sway, bouncy floors, bulging walls, cracks, expansion and contraction.

Non-Structural means not relating to the Structure.

Structural means relating to the Structure.

Structural Improvements means improvements and/or repairs:

- of, or to, the Structure of the Premises; and
- which involve interference with, or alteration to, the Structure of the Premises.

Structure means in relation to:

- the Premises, all walls (whether load-bearing or not), floors, floor slabs, doors, windows, gutters, downpipes, facades, foundations, support columns, ceilings (including ceiling tiles), sheeting, roof tiles and roofs;
- installations that have been constructed within the structure of the Premises; and
- areas other than the Premises, car parks, driveways, swimming pools, paving, fencing and other fixed items.

Warranties means warranties from manufacturers or suppliers for any item, equipment, materials or Fixtures and Fittings contained within, or incorporated as part of, the Premises.

Signatures

Signature of Landlord:

[Execution clause for individual Landlord]

Jonathan da Silva
Name

[Signature]
Signature of Landlord

25/10/2023
Date

I certify that I am an eligible witness and that the Landlord signed this dealing in my presence.

[Signature]
Signature of witness

Ronald Louis
OAM JP FCA
Name of witness
Justice of the Peace (JP No 2357)
Western Australia

Residential address of witness

Business hours telephone of witness

[Execution clause for corporate Landlord]

Authority: Section 127 of the Corporations Act

Signature of authorised person

Name of authorised person

Office held

[Director, Secretary, Sole Director/Secretary]

Date

Signature of authorised person

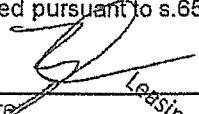
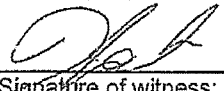
Name of authorised person

Office held

[Director, Secretary, Sole Director/Secretary]

Date

Signature of Property Care Provider:

Executed for and on behalf of Defence Housing Australia ABN 72 968 504 934 by its delegate duly authorised pursuant to s.65 of the <i>Defence Housing Australia Act 1987</i> (Cth):	
 Signature: _____	 Signature of witness: _____
Name: (please print) _____ <i>Leasing & Acquisitions Operations Manager</i> <i>35 Hinder St Gungahlin ACT 2912</i> Luke Jorgensen	Name of witness: (please print) _____ David Loveth <i>Leasing & Acquisitions Manager</i> <i>35 Hinder St Gungahlin ACT 2912</i>
Position: _____ Date: <u>24/11/23</u>	Address of witness: _____



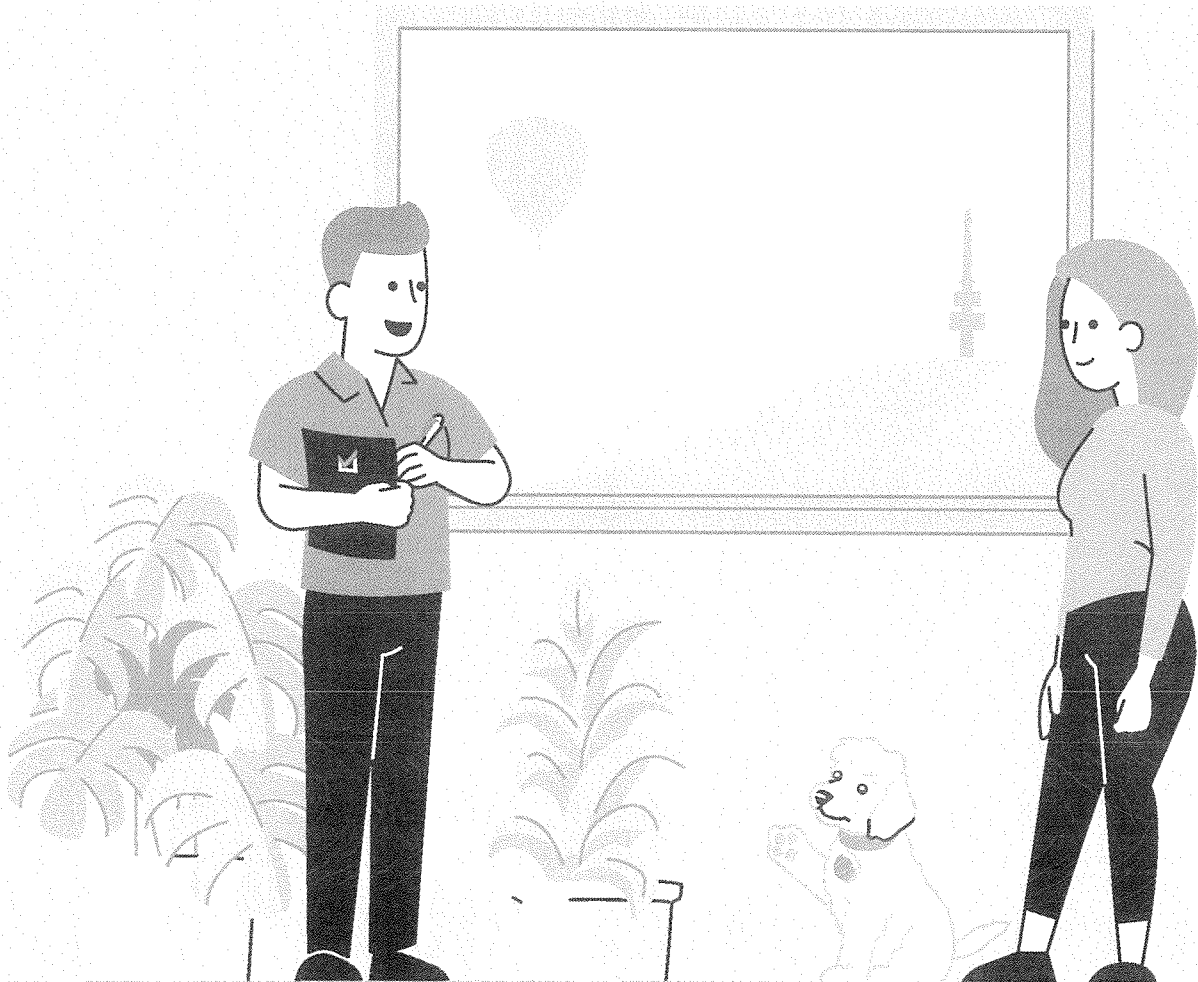
ACT
PROPERTY
INSPECTIONS

16A Hancock St, Spence ACT 2615

Report prepared: Friday, December 13th 2024

Building Report
Timber Pest Inspection Report
Compliance Report
Conveyancing Report
Energy Efficiency Rating
Insurance Certificates
Tax Invoice

Report



MASTER BUILDERS
AUSTRALIAN CAPITAL TERRITORY



REI ACT

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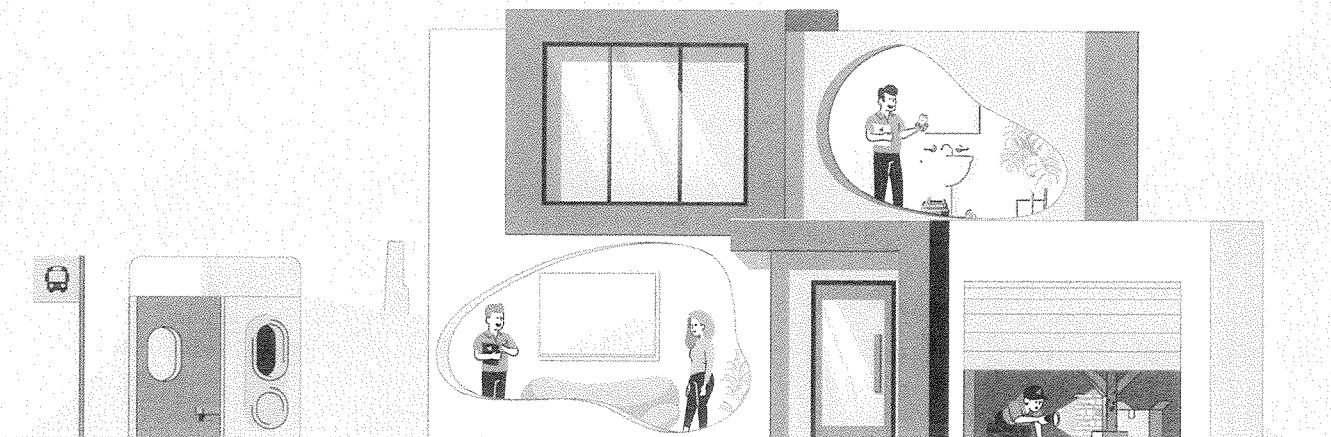
LIMITED LIABILITY TO A PURCHASER WITHIN THE AUSTRALIAN CAPITAL TERRITORY

This Report is made solely for the use and benefit of the Client. The Consultant is not liable for any reliance placed on this report by any third party. However, within the ACT only and in accordance with the Civil Law (Sale of Residential Property) Act 2003 and the Civil Law (Sale of Residential Property) Regulations 2004, a copy of the report must be attached to the Contract for Sale and may in certain circumstances be relied upon by the Purchaser of residential property.

The circumstances in which a Purchaser of residential property within the ACT may rely on this report in respect of the state of the property at the time of the inspection are as follows:

- (a) The inspection was carried out no earlier than three months before the day the property was first advertised or offered for sale or listed by an agent; and
- (b) The date on which the contract was entered into was not more than 180 days after the date of the inspection.
- (c) The report is provided to the Purchaser prior to or at the time the Contract for Sale is entered into between the Purchaser and vendor.
- (d) The service requested is the Standard Inspection Report.

Building Report



CONCLUSION AND SUMMARY

The purpose of the Inspection is to identify the major defects and safety hazards associated with the property at the time of the Inspection. The Inspection and reporting are limited to a visual assessment of the Building Members in accord with Appendix C AS4349.1-2007.

The overall condition of this building has been compared to similar constructed buildings of approximately the same age where those buildings have had a maintenance program implemented to ensure that the building members are still fit for purpose.

The incidence of Major Defects in this Residential Building as compared with similar Buildings is considered: **Medium**

The incidence of Minor Defects in this Residential Building as compared with similar Buildings is considered: **Low**

The overall condition of this Residential Dwelling in the context of its age, type and general expectations of similar properties is: **Average**

Please Note: This is a general appraisal only and cannot be relied upon on its own – read the Report in its entirety.

This Summary is supplied to allow a quick and superficial overview of the Inspection results. This Summary is NOT the Report and cannot be relied upon on its own. This Summary must be read in conjunction with the full Report and not in isolation from the Report. If there should happen to be any discrepancy between anything in the Report and anything in this Summary, the information in the Report shall override that in this Summary.

PROPERTY STATISTICS

Building Report	Average
Compliance Report	Please read full compliance report section of the report
Pest Inspection	No active subterranean termites (live specimen) were found
Energy Efficiency Rating	6.0 Stars
Inspection Date	Friday, December 13th 2024
Name of Assessor	Daniel Hartgers
Reference Number	59899
Address of Property Inspected	16A Hancock St, Spence ACT 2615
Client	Da Silva
Unit, Block and Section	Unit 1 Block 17 Section 45 SPENCE
Year original residence COU was issued	2019
House size (approximately)	Lower level: 110.64m ² Upper level: 54.84m ² Garage: 35.73m ² Total: 201.21m ²
Weather conditions at time of Inspection	Fine
Occupancy Status	Occupied

*The table above is to be used as a quick reference. Please read the full Report before reaching your conclusion regarding the condition of the Property.

Whilst every care has been taken to ensure the accuracy of the property house and block size, we accept no responsibility for any inaccuracies as supplying this information exceeds a standard building inspection under AS4349.1-2007.

PROPERTY CONSTRUCTION DETAILS

Flooring	Concrete to ground level. Timber floor framing to upper floor level
External walls	Brick veneer, greenboard and compressed cladding
Roof framing	Timber: Truss roof framing
Roof cladding	Colorbond roof cladding
Glazing	Double glazed windows
Cooktop	Electric cooktop
Oven	Electric oven
Dishwasher	LG
Ceiling Insulation	Thermal insulation value approximately R-5.0 with anticon roof blanket

*Whilst every care has been taken to ensure the accuracy of the property construction details, we accept no responsibility for any inaccuracies of construction details or testing of appliances.

GENERAL ACCESS LIMITATIONS

Internal	At the time of inspection, the building was furnished. This allows for a limited inspection in areas not restricted by furnishings, stored goods, floor mats, etc.
External	No inspection was made to sections of the residence and/or structures built on the side boundary
Roof void	NOTE. Inspection around the eaves was restricted due to low pitch and clearance to allow bodily access in this area. This allows only for a limited visual inspection from a distance to be carried out. Other restrictions found in the roof void: The inspection of the roof void was restricted to a visual inspection from the roof access point in the lower section of due to the low roof pitch not allowing bodily access No inspection was made to the garage or upper roof voids due to no available access Insulation on top of ceiling restricting visual inspection of the ceiling framing
On-top of roof	The inspection was restricted to visually looking from a 3.6m ladder lent against the gutter in several areas around the building. No access was gained onto the upper-level roof due to the height of the roof
Garage	The inspection of the garage was very restricted due to several stored goods being kept in the area at the time of inspection

*Where access is noted as limited or restricted, it is recommended that access be gained to these areas as these areas may contain concealed defects.

DEFINITIONS

Good	The item is in the Inspector's opinion of an acceptable standard with no defects visible. Superficial defects will not be commented on
Fair	The item in the Inspector's opinion has some minor defects and requires minimal maintenance or repair
Poor	The item in the Inspector's opinion needs significant repair or replacement

ENTRANCE

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Linen cupboard	Good

FAMILY ROOM

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good

KITCHEN

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Kitchen cupboards	Good
Bench top	Good
Splashback	Good
Exhaust fan	The exhaust fan was operational at the time of inspection
Wal in pantry	Good

MEALS ROOM

Ceiling	Good
Walls	Good
Floor coverings	Good

HALLWAY

Ceiling	Good
Walls	Good
Floor coverings	Good
Linen cupboard	Good

STAIRWELL

Ceiling	Good
Walls	Good
Floor coverings	Good
Handrail	Good

STUDY

Ceiling	Good
Walls	Good
Floor coverings	Good

BEDROOM 1

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Wardrobe	Good
Under-stair storage area	Good

BEDROOM 2

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Wardrobe	Good

BEDROOM 3

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Wardrobe	Good

BEDROOM 4

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Wardrobe	Good

TOILET

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Toilet suite	Good

ENSUITE

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Shower screen	Good
Water leakage in shower area?	There was no water leakage detected
Floor and wall tiles in shower area	Good
Vanity/Basin	Good
Taps	Good
Exhaust fan	The exhaust fan was operational at the time of inspection
Toilet suite	Good

BATHROOM

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Shower screen	Good
Water leakage in shower area?	The shower is leaking. Recommend engaging a qualified tradesperson to rectify/re-seal. Addendum 26/03/2025: Repairs have been undertaken to the shower. Documentation from Mega Sealed has been attached to the rear of the Building Report.
Vanity/Basin	Good
Taps	Good
Bath	Good
Exhaust fan	The exhaust fan was operational at the time of inspection

POWDER ROOM

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Vanity/Basin	Good
Taps	Good
Exhaust fan	The exhaust fan was operational at the time of inspection
Toilet suite	Good

LAUNDRY

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Laundry tub/Joinery	Good
Splashback	Good

ROOF CAVITY

Construction	Good
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EXTERIOR

Driveway and paths	Good. Some minor cracking of the concrete was noted. The cracking found is considered normal
Roof covering	Good
Eaves	Good
Fascia	Good
Gutters	Good. The gutters appear to be in functional condition
External walls	Good. No major cracking noted
Windows	Good
Fences	Good
Gate	Good
Alfresco	Good
Retaining walls	Recommend installing an approved handrail to the retaining wall to prevent a fall in areas where the fall potential is greater than 1m in height
Site drainage	The site generally drains away from the perimeter of the building

GARAGE

Slab	Good. No major cracking noted
Ceiling	Good
Walls	Good. No major cracking noted
Garage door	Minor impact damage was noted to the garage door. The door was still operating as intended, and repairs are considered optional
Is an auto opener installed on the roller door?	Yes
Access door	Unable to inspect due to stored items restricting access

DEFINITIONS

Above Average: The overall condition is above that consistent with dwellings of approximately the same age and construction. Most items and areas are well maintained and show a reasonable standard of workmanship when compared with buildings of similar age and construction.

Average: The overall condition is consistent with dwellings of approximately the same age and construction. There will be areas or items requiring some repair or maintenance.

Below Average: The Building and its parts show some significant defects and/or very poor non-tradesman like workmanship and/or long-term neglect and/or defects requiring major repairs or reconstruction of major building elements.

Client: The person or persons, for whom the Inspection Report was carried out or their Principal (i.e., the person or persons for whom the report is being obtained).

Building Consultant: A person, business or company who is qualified and experienced to undertake a pre-purchase inspection in accordance with Australian Standard AS 4349.1-2007 'Inspection of Buildings. Part 1: Pre-Purchase Inspections – Residential Buildings'. The consultant must also meet any Government licensing requirement, where applicable.

Building & Site: The inspection of the nominated residence together with relevant features including any car accommodation, detached laundry, ablution facilities and garden sheds, retaining walls more than 700 mm high, paths and driveways, steps, fencing, earth, embankments, surface water drainage and storm water run-off within 30 m of the building, but within the property boundaries. In the case of strata and company title properties, the inspection is limited to the interior and immediate exterior of the nominated residence and does not include inspection of common property.

Readily Accessible Areas: Areas which can be easily and safely inspected without injury to person or property, are up to 3.6 metres above ground or floor levels or accessible from a 3.6 metre ladder, in roof spaces where the minimum area of accessibility is not less than 600 mm high by 600 mm wide and subfloor spaces where the minimum area of accessibility is not less than 400 mm high by 600 mm wide, providing the spaces or areas permit entry. Or where these clearances are not available, areas within the consultant's unobstructed line of sight and within arm's length.

Structure: The loadbearing part of the building, comprising the Primary Elements.

Primary Elements: Those parts of the building providing the basic loadbearing capacity to the Structure, such as foundations, footings, floor framing, loadbearing walls, beams, or columns. The term 'Primary Elements' also includes other structural building elements including those that provide a level of personal protection such as handrails; floor-to-floor access such as stairways; and the structural flooring of the building such as floorboards.

Secondary Elements: Those parts of the building not providing loadbearing capacity to the Structure, or those non-essential elements which, in the main, perform a completion role around openings in Primary Elements and the building in general such as non-loadbearing walls, partitions, wall linings, ceilings, chimneys, flashings, windows, glazing or doors.

Finishing Elements: The fixtures, fittings and finishes applied or affixed to Primary Elements and Secondary Elements such as baths, water closets, vanity basins, kitchen cupboards, door furniture, window hardware, render, floor, and wall tiles, trim or paint. The term 'Finishing Elements' does not include furniture or soft floor coverings such as carpet and lino.

Major Defect: A defect of significant magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility or further deterioration of the property.

Minor Defect: A defect other than a Major Defect.

Safety Hazard: Any item that may constitute an immediate or imminent risk to life, health, or property. Occupational, health and safety or any other consequence of these hazards has not been assessed.

Tests: Where appropriate the carrying out of tests using the following procedures and instruments:

Dampness Tests means additional attention to the visual examination was given to those accessible areas which the consultant's experience has shown to be particularly susceptible to damp problems. Instrument testing using electronic moisture detecting meter of those areas and other visible accessible elements of construction showing evidence of dampness was performed.

Physical Tests means the following physical actions undertaken by the consultant: opening and shutting of doors, windows and draws; operation of taps; water testing of shower recesses; and the tapping of tiles and wall plaster.

IMPORTANT ADVICE

NB. In the case of strata and company title properties, the Inspection is limited to the interior and immediate exterior of the particular unit being inspected. The exterior above ground floor level is not inspected. The complete Inspection of other common property areas would be the subject of a Special-Purpose Inspection Report which is adequately specified.

Trees: Where trees are too close to the house this could affect the performance of the footing as the moisture levels change in the ground. A Geotechnical Inspection can determine the foundation material and provide advice on the best course of action with regards to the trees.

The Septic Tanks: Should be inspected by a licensed plumber.

Swimming Pools: Swimming Pools/Spas are not part of the Standard Building Report under AS4349.1-2007 and are not covered by this Report. We strongly recommend a pool expert should be consulted to examine the pool and the pool equipment and plumbing, as well as the requirements to meet the standard for pool fencing. Failure to conduct this Inspection and put into place the necessary recommendations could result in finds for non-compliance under the legislation.

Surface Water Drainage: The retention of water from surface run off could have an effect on the foundation material which in turn could affect the footings to the house. Best practice is to monitor the flow of surface water during rainfall and stormwater runoff and have the water directed away from the house or to storm water pipes by a licensed plumber/drainier.

Weep Holes: External brick (and stone) walls are a porous material that behave much like a sponge. During a rain event, the masonry wall absorbs water and actually stores it. The weep holes are designed for two purposes. 1. To provide an opening to allow water to drain out through the bottom of the wall. 2. To allow ventilating air to enter behind the wall to help dry the structure. If weep holes have been noted as being not installed, it is recommended to consult a builder on how to best rectify the problem.

Water Leaks from Roof: The inspector cannot, and does not, offer an opinion on whether the roof currently leaks or may be subject to future leaks. The only way to determine whether a roof is absolutely watertight is to make observations during prolonged rainfall.

Subfloor dampness: The presence of dampness is not always consistent as the prevailing and recent weather conditions at the time an inspection is carried out may affect the detection of damp problems. The absence of any dampness at the time of inspection does not necessarily mean the building will not experience some damp problems in other weather conditions. Likewise, whether or not services have been used for some time prior to an inspection being carried out will affect the detection of dampness.

Shower: Where a shower recess has been water tested, and no leakage was evident, this does not necessarily mean that the shower will not leak after prolonged use. Accordingly, to fully detect and assess a damp problem may require the monitoring of the building over a period of time.

SCOPE AND LIMITATIONS

Any person who relies upon the contents of this Report does so acknowledging that the following clauses, which define the Scope and Limitations of the Inspection, form an integral part of the Report.

1) This Report is not an all-encompassing Report dealing with the building from every aspect. It is a reasonable attempt to identify any obvious or significant defects apparent at the time of the Inspection. Whether or not a defect is considered significant or not, depends to a large extent upon the age and type of the building inspected. This Report is not a Certificate of Compliance with the requirements of any Act, Regulation, Ordinance or By-law. It is not a structural Report. Should you require any advice of a structural nature you should contact a structural engineer.

2) This is a visual inspection only, limited to those areas and sections of the property fully accessible and visible to the Inspector on the date of Inspection. The Inspection DID NOT include breaking apart, dismantling, removing, or moving objects including, but not limited to, foliage, mouldings, roof insulation/sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances, or personal possessions. The inspector CANNOT see inside walls, between floors, inside skillion roofing, behind stored goods in cupboards and other areas that are concealed or obstructed. The inspector DID NOT dig, gouge, force or perform any other invasive procedures. Visible timbers CANNOT be destructively probed or hit without the written permission of the property owner.

3) This Report does not and cannot make comment upon: Defects that may have been concealed; the assessment or detection of defects (including rising damp and leaks) which may be subject to the prevailing weather conditions; whether or not services have been used for some time prior to the Inspection and whether this will affect the detection of leaks or other defects (e.g. In the case of shower enclosures the absence of any dampness at the time of the inspection does not necessarily mean that the enclosure will not leak); the presence or absence of timber pests; gas-fittings; common property areas; environmental concerns; the proximity of the property to flight paths, railways, or busy traffic; noise levels; health and safety issues; heritage concerns; security concerns; fire protection; site drainage (apart from **surface** water drainage); swimming pools and spas (non-structural); detection and identification of illegal building work; detection and identification of illegal plumbing work; durability of exposed finishes; neighbourhood problems; document analysis; electrical installation; any matters that are solely regulated by statute; any area(s) or item(s) that could not be inspected by the consultant.

Accordingly, this Report is NOT a guarantee that defects and/or damage does not exist in any inaccessible or partly inaccessible areas or sections of the property.

NB. Such matters may, upon request, be covered under the terms of a 'Special-Purpose Property Report'.

4) Consumer Complaints Procedure: In the event of any dispute or claim arising out of, or relating to the Inspection or the Report, you must notify us as soon as possible of the dispute or claim by email, fax, or mail. You must allow us (which includes persons nominated by us) to visit the property (which visit must occur within twenty eight (28) days of your notification to us) and give us full access in order that we may fully investigate the complaint. You will be provided with a written response to your dispute or claim within twenty-eight (28) days of the date of the Inspection.

If you are not satisfied with our response, you must within twenty one (21) days of your receipt of our written response, refer the matter to a Mediator nominated by us from the Institute of Arbitrators and Mediators of Australia. The cost of the Mediator will be borne equally by both parties, and as agreed as part of the mediated settlement.

Should the dispute or claim not be resolved by mediation, then the dispute or claim will proceed to arbitration. The Institute of Arbitrators and Mediators of Australia will appoint an Arbitrator who will hear and resolve the dispute. The arbitration, subject to any directions of Arbitrator, will proceed in the following manner:

(a) The parties must submit all written submissions and evidence to the Arbitrator within twenty one (21) days of the appointment of the Arbitrator; and

(b) The arbitration will be held within twenty one (21) days of the Arbitrator receiving the written submissions.

The Arbitrator will make a decision determining the dispute or claim within twenty one (21) of the final day of the arbitration. The Arbitrator may, as part of his determination, determine what costs, if any, each of the parties are to pay and the time by which the parties must be paid any settlement or costs.

The decision of the Arbitrator is final and binding on both parties. Should the Arbitrator order either party to pay any settlement amount or costs to the other party but not specify a time for payment, then such payment shall be made within twenty one (21) days of the order.

NB. In the event that you do not comply with the above Complaints Procedure and commence litigation against us, then you agree to fully indemnify us against any awards, costs, legal fees, and expenses incurred by us in having your litigation set aside or adjourned to permit the foregoing Complaints Procedure to complete.

5) Asbestos Disclaimer: “No Inspection for Asbestos was carried out at the property, and no Report on the presence or absence of Asbestos is provided”.

Buildings built prior to 1982 may have wall and/or ceiling sheeting, and other products including roof sheeting that contains Asbestos. Even buildings built after this date, up until the early 90s, may contain some Asbestos. Sheeting should be fully sealed. If you are concerned, the building was built prior to 1990, or if asbestos is noted as present within the property, then you should seek advice from a qualified asbestos removal expert as to the amount and importance of the asbestos present and the cost of sealing or removal. Drilling, cutting, or removing sheeting or products containing Asbestos is a high risk to peoples’ health. You should seek advice from a qualified asbestos removal expert.

6) Mould (Mildew and non-wood decay fungi) Disclaimer: Mildew and non-wood decay fungi are commonly known as mould. However, mould and their spores may cause health problems or allergic reactions, such as asthma and dermatitis in some people. No Inspection for mould was carried out at the property, and no Report on the presence or absence of mould is provided. If mould is noted as present within the property, or if you notice mould and you are concerned as to the possible health risk resulting from its presence, then you should seek advice from your local Council, State or Commonwealth Government Health Department, or a qualified expert such as an Industry Hygienist.

7) Magnesite Flooring Disclaimer: No Inspection for Magnesite Flooring was carried out at the property, and no Report on the presence or absence of Magnesite Flooring is provided. You should ask the owner whether Magnesite Flooring is present and/or seek advice from a Structural Engineer.

8) Estimating Disclaimer: Any estimates provided in this Report are merely opinions of possible costs that could be encountered, based on the knowledge and experience of the inspector, and are not estimates in the sense of being a calculation of the likely costs to be incurred. The estimates are NOT a guarantee or quotation for work to be carried out. The actual cost is ultimately dependent upon the materials used, standard of work carried out, and what a contractor is prepared to do the work for. It is recommended in ALL instances that multiple independent quotes are sourced prior to any work being carried out. The inspector accepts no liability for any estimates provided throughout this Report.

9) Note: If the Client has any doubt about the purpose, scope, and acceptance criteria on which the Report was based please discuss your concerns with the Consultant on receipt of the Report. The Client acknowledges that, unless stated otherwise, the Client as a matter of urgency should implement any recommendation or advice given in this Report.

IMPORTANT DISCLAIMER

Disclaimer Liability: No Liability shall be accepted on an account of failure of the Report to notify any problems in the area(s) or section(s) of the subject property physically inaccessible for Inspection, or to which access for Inspection is denied by or to the Inspector (including but not limited to or any area(s) or section(s) so specified by the Report).

Disclaimer of Liability to Third Parties: Compensation will only be payable for losses arising in contract or tort sustained by the Client named on the front of this Report. Any third party acting or relying on this Report, in whole or in part, does so entirely at their own risk. However, if ordered by a Real Estate Agent or a Vendor for the purpose of auctioning a property, then the Inspection Report may be ordered up to seven (7) days prior to the auction, copies may be given out prior to the auction and the Report will have a life of 14 days during which time it may be transferred to the purchaser. Providing the purchaser agrees to the terms of this agreement, then they may rely on the Report subject to the terms and conditions of this agreement and the Report itself.

NB. In the ACT under the Civil Law (Sale of Residential Property) Act 2003 and Regulations, the Report resulting from this Inspection may be passed to the purchaser as part of the sale process, providing it is carried out no more than three months prior to listing and is not more than six months old.

Limited Liability to a Purchaser within the Australian Capital Territory only: Within the Australian Capital Territory (ACT) and in accordance with the ACT Civil Law (Sale of Residential Property) Act 2003 and Regulations, a copy of the Report may be attached to the Contract for Sale.

WARNING: The Purchaser is advised that this Report reflects the condition of the property existing at the time of the Inspection (Inspection Date) and may not reflect the current state. It is, therefore, very strongly recommended that you promptly arrange for another Inspection and Report in accordance with Australian Standard AS4349.1 to be carried out prior to the expiration of the 'Cooling off Period' and settlement.

This is not a Compliance Report strictly in accordance with Civil Law (Sale of Residential Property) Regulations: The Report may contain copies of any approved plans, building approvals, building permit and Certificates of Occupancy. However, any comments made by the person who prepared the Report as to whether or not, in the opinion of the Inspector, the structures on the land substantially comply with the approved plans (if any) are made on the basis of a cursory glance of the plans and not upon a detailed examination. Any opinion expressed as to whether or not any building approval or approval under the Land (Planning and Environment) Act, 1991, is based on the limited knowledge and belief, at the time, of the Inspector. The Purchaser is advised that a Special Purpose Report is available through the Inspector to advise more fully in respect to these matters. The structures may have been damaged by pests, storm, strong wind or fire or the Vendor may have carried out alterations and/or additions to the Property since the Inspection Date. The Report may no longer reflect the true condition of the Property. The structure(s) may no longer be in accordance with the attached plans etc. IT IS STRONGLY RECOMMENDED that, if the Purchaser has any concerns in respect to the compliance of the structures, a Special Purpose Report be obtained. Alternatively, the Purchaser should rely upon his, her or their own enquiries.

Contact the Inspector: Please feel free to contact the Inspector who carried out this Inspection. Often it is very difficult to fully explain situations, problems, access difficulties, building faults or their importance in a manner that is readily understandable by the reader. Should you have any difficulty in understanding anything contained within this Report, then you should immediately contact the Inspector and have the matter explained to you. If you have any questions at all, or require any clarification, then contact the Inspector prior to acting on this Report.

OTHER INSPECTIONS AND REPORTS REQUIRED

It is strongly recommended that the following Inspections and Reports be obtained prior to any decision to purchase the Property. Obtaining these Reports will better equip the purchaser to make an informed decision. Although appliances may be listed in the Report, they have not been tested as this is outside the scope of the standard Building Inspection. Other Inspections we recommend the purchaser obtains before making their decision are:

- Electrical Inspection,
- Plumbing Inspection,
- Structural (Engineer),
- Geotechnical Inspection,
- Drainage Inspection,
- Asbestos Inspection,
- Mould Inspection,
- Gas fitting Inspection,
- Appliances Inspection,
- Air-conditioning Inspection,
- Alarm/Intercom/Data Systems,
- Hydraulics Inspection,
- Mechanical Services,
- Hazards Inspection,
- Fire/Chimney Inspection,
- Estimating Report,
- Garage Door Mechanical,
- Durability exposed surfaces

SMOKE DETECTORS

The occupier/purchaser should satisfy themselves as to the working condition of the smoke detectors, if installed. It is highly recommended that suitable smoke detectors be installed in all residential properties. AS 3786 advises that smoke detectors are required for all buildings where people sleep. It is recommended that an electrician be consulted to advise on those installed or install these detectors.

CRACKING OF BUILDING ITEMS

Regardless of the type of crack(s), a Pre-Purchase Building Inspector carrying out a Pre-Purchase Inspection within the scope of a visual Inspection is unable to determine the expected consequences of the cracks.

Obtaining Information regarding the below all fall outside the scope of this Pre-Purchase Inspection:

- (a) The nature of the foundation material on which the building is resting,
- (b) The design of the footings,
- (c) The site landscape,
- (d) The history of the cracks and,
- (e) Carrying out an invasive Inspection.

However, the information obtained from the five items above is valuable in determining the expected consequences of the cracking and any remedial work needed. Cracks that are small in width and length on the day of the Inspection may have the potential to develop over time into structural problems for the homeowner, resulting in major expensive rectification work being carried out. If cracks have been identified in the Report above, then a Structural Engineer is required to determine the significance of the cracking prior to a decision to purchase.

NOTICE TO THE PURCHASER (ACT ONLY)

(a) At the Exchange, and prior to the 'Cooling-off Period', you were given an Inspection Report on the property you intend on purchasing. This Report reflects the condition of the property existing at the time of the Inspection (Inspection Date) and may not reflect the current state. The structures may have been damaged by pests, storm, strong wind or fire or the vendor may have carried out alterations and/or additions to the property since the Inspection date. The Report may no longer reflect the true condition of the property. The structure(s) may no longer be in accordance with the attached plans etc. It is, therefore, very strongly recommended that you urgently arrange for another Inspection and Report in accordance with Australian Standard AS 4349.1 to be carried out prior to exchange, or prior to the expiration of any 'Cooling Off Period' and prior to settlement.

(b) If the Report indicated the presence of termite damage, or recommends any other Inspections or treatments, you should obtain copies of these Reports and any treatment proposals, certificates of treatment carried out, including details of all repairs including copies of quotations, invoices, and any other Reports. It is strongly recommended that you arrange for an Inspection and Report in accordance with AS 4349.3 to verify that the treatment has been successful and carried out in accordance with AS 3660.2, and a further building Inspection in accordance with AS 4349.1.

(c) If you fail to procure a further Inspection and Report as recommended in (a) and (b), or fail to obtain copies of other Reports, treatment proposals, certificates of treatment carried out, details of all repairs including copies of quotations, invoices and any other Reports as recommended in (b) above, then you agree that you have decided not to have a further Inspection and Report carried out, or to obtain copies of treatment proposals, certificates of treatment carried out, details of all repairs including copies of quotations, invoices and any other Reports and have relied upon your own enquires and the Report, knowing the possible consequences, and that the condition of the property, as stated in the Report, may have changed.

(d) You agree that the person carrying out the Inspection and the company, partnership or sole trader that employs that person will have no liability to you for any damage or loss you may suffer as a result of your entering the contract to purchase the property, or in connection with completing the purchase of the property as a result of your failure to heed the advice given in (a) and (b) and the warning contained in (c) above, and may use such failure in defense of any claim that you may later make against any of them.

NB. It is a condition of your right to rely upon the Report that you transmit by fax, post, or otherwise deliver the signed "Notice to the Purchaser" (ACT only) to the company, partnership or sole trader at the address detailed on the front of the Report not less than four (4) days prior to the date of settlement. If you fail to complete, sign, or deliver the Notice then it will be deemed that you did not rely upon the report in respect to your decision as to whether or not to purchase the property. This may seriously affect any rights to future compensation to which you may be entitled.

Please cross out the statement below that does not apply: - At the date of settlement, not more than 180 days will have elapsed since the Inspection date.

1. I/We have read and understood the 'Limited Liability to a Purchaser within the Australian Capital Territory only' clause of the Report, and this Notice to the Purchaser. I/We have not arranged for another inspection and report in respect of the property, and it is my/our intention to **rely upon the findings contained in the report**; or
2. I/We have **arranged for another Inspection of the Property and Report** to be carried out, which I/We will use in conjunction with this Report in deciding whether to proceed with the purchase of the property; or
3. I/We have read and understood the 'Limited Liability to a Purchaser within the Australian Capital Territory only' clause of the Report, and this Notice to the Purchaser. I/We have not arranged for another Inspection and Report in respect of the property and have **relied on my/our own enquiries in respect of the condition of the property** as at the date of settlement including any changes in the condition of the property that have taken place since the Inspection date stated in the Report



Megasealed
Bathrooms & Balconies
Sydney South East & ACT

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Evans Bathrooms Pty Ltd
T/As Megasealed Bathrooms
& Balconies Sydney South
East & ACT
PO Box 260
Jannali NSW 2226

Jonathan Da Silva
16A Hancock Street
Spence ACT 2615

PLEASE PAY BY	AMOUNT	INVOICE DATE
20/03/2025	\$995.00	20/03/2025

TAX INVOICE NO. 26958

Quote No.: 41150
Job No.: 18961
Site Address: 16A Hancock Street
Spence ACT 2615
Date: 20/03/2025
Salesperson: Luke Lowes
Order No.:
Job Name: Shower Leak

Description

Inspection report - Main Shower

Upon visual inspection, It was evident that due to a poor perimeter seal, grout deterioration and missing grout, water and moisture has travelled below the tiled surface. The perimeter seal, grout and tile surface in it's present condition is inadequate to resist any water or moisture travelling below the tiled surface. Therefore, Megasealed offers a de-grout and the installation of the Megasealed products.

Current damage caused from this leak - **grout missing and deteriorated on the shower floor, leading to water travelling under the tiles and onto bathroom floor.**

NB. Megasealed Bathrooms & Balconies has only inspected and quoted on the tiled and grouted area and does not warrant plumbing and any other areas not included in the quote details below. Should there be any external factors that may contribute towards this leak, it is recommended a plumber or Building Inspector be consulted.

Scope of works for Standard Service + MG14 Floor Joints

- Machine joints to the perimeter of the shower base and wall to wall joints and inject Megabloc Membrane Repair
- Repair wall grout as required and apply sealer
- Degrout floor joints of shower recess and around perimeter of floor and of around waste grate. Please also degout around outside if the shower along shower screen.
- Inject tinted (**CEMENT OFF WHITE**) MG14 Epoxy Grout into the shower floor joints, perimeter of floor, around outside of the shower & around waste grate, provided the tiles are over 100mm² in size
- Remove floor waste grate where possible, and apply Megasealed to inside of waste.
- Apply (**LIGHT GREY**) Megaflex product to the wall to wall joints within the shower recess.
- Seal around tap spindles if possible.

Complimentary service -Remove and replace silicone to shower screen.

(Please advise if you want us to provide a quote to supply and install a new shower screen after completion of the job)



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TAX INVOICE NO. 26958

Megasealed is pleased to offer a product warranty of 5 years on the MG14 Epoxy grout from date of completion of the work subject to Terms and Conditions found at www.megasealed.com.au (2 year product warranty only on wall grout and shower screen silicone)

Please note there is minimal risk when **Degrouting** that tiles may be chipped during this process, but very rarely this may occur and the owner accepts that there will be no claim or liability on Megasealed Bathrooms.

Contractor Licence No. 318403

Thank you for your business

Please take the time to review our service on Google

<http://bit.ly/2O11vg7> - **Eastern Suburbs**

<http://bit.ly/2Of5GEI> - St George Area

<http://bit.ly/2MkWgp3> - Sutherland Shire

Total	\$995.00
Incl. GST of	\$90.45
Amount Applied	\$0.00
Balance Due	\$995.00

Please update your system with our new bank account details

Please include INVOICE NUMBER in payment description

Ref: (invoice number)
Account Name: Evans Bathrooms PTY LTD
BSB: 112-879
ACC: 476 875 865

This is a claim under the Building and Construction Industry Payments Act 2004. Late payments will incur a penalty of 10% plus all debt recovery and legal fees.



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PLEASE PAY BY

AMOUNT

INVOICE DATE

20/03/2025

\$995.00

20/03/2025

TAX INVOICE NO. 26958

How To Pay



Direct Deposit

Bank **St George**
Acc. Name **Evans Bathrooms PTY LTD**
BSB **112-879**
Acc. No. **476875865**



Credit Card (Debit Card, MasterCard, Visa and AMEX)

All Visa and MasterCard transactions will incur a 1% processing fee and Amex will incur a 1.78% processing fee.

Late payment will incur a 10% interest charge

Credit Card No.

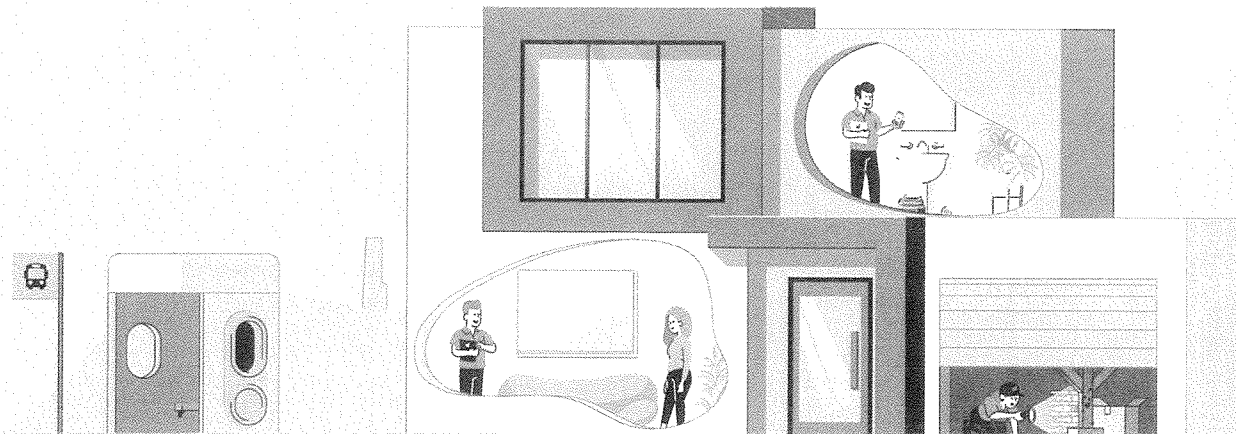
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Card Holder's Name: _____ CCV: _____

Expiry Date: / Signature: _____

INVOICE NO. 26958

Timber Pest Report



SUMMARY SHEET

Property Address: 16A Hancock St, Spence ACT 2615
Client: Da Silva
Inspection Date: Friday, December 13th 2024
Inspection carried out by: Daniel Hartgers

This summary is supplied to allow a quick and superficial overview of the Inspection results. This summary is NOT the Report and cannot be relied upon on its own. This summary must be read in conjunction with the full Report and not in isolation from the Report. If there should happen to be any discrepancy between anything in the Report, and anything in this summary, the information in the Report shall override that in the summary. The Report is subject to conditions and limitations. Your attention is particularly drawn to the clauses, disclaimer of liability to third parties, limited liability to a purchaser with the Australian Capital Territory (ACT), and to the notice to the purchaser at the back of this Report.

1.0 ACCESS LIMITATIONS

There were access limitations to the inspection/report. Please refer to section 1.0 of the report.

2.0 TERMITE ACTIVITY

No active subterranean termites (live specimens) were found.

No visible evidence of subterranean termite workings or damage was found.

3.0 BORER ACTIVITY

No visible evidence of borers of seasoned timbers was found.

4.0 DECAY FUNGI

No evidence of damage caused by wood decay (rot) fungi was found.

For complete and accurate information, please refer to the attached 'Visual Timber Pest Report', which is prepared in accordance with AS 4349.3.

CONDITIONS OF THIS INSPECTION

Important Information:

Any person who relies upon the contents of this Report does so acknowledging that the following clauses, which define the scope and limitations of the Inspection, form an integral part of the Report.

This is a **Visual Inspection Only**, prepared in accordance with AS 4349.3, 'Inspection of Buildings Part 3: Timber Pest Inspections'. Visual Inspection was limited to those areas and sections of the property to which reasonable access (see definition) was both available and permitted on the date of Inspection.

The Inspection **did not** include breaking apart, dismantling, removing, or moving objects including but not limited to – foliage, mouldings, roof insulation/sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances, or personal possessions.

The Inspector **cannot** see inside walls, between floors, inside skillion roofing, inside the eaves, behind stored goods in cupboards, or in any other areas that are concealed or obstructed.

The Inspector **did not** dig, gouge, force or perform any other invasive procedures. An invasive Inspection will not be performed unless a separate contract is entered into.

In an occupied property, it must be understood that furnishings or household items may be concealing evidence of Timber Pests, which may only be revealed when the items are moved or removed.

In the case of strata type properties, only the interior of the unit is inspected.

Scope of Report:

This Report only deals with the detection or non-detection of Timber Pest Attack and Conditions Conducive to Timber Pest Attack discernible at the time of inspection. The inspection was limited to the Readily Accessible Areas of the Building and Site (see note below) and was based on a visual examination of surface work (excluding furniture and stored items), and the carrying out of Tests. Note. With strata and company title properties, the inspection was limited to the interior and the immediate exterior of the particular residence inspected. Common property was not inspected.

Limitations:

The Client acknowledges:

- (a) This Report does not include the inspection and assessment of matters outside the scope of the requested inspection and report.
- (b) The inspection only covered the Readily Accessible Areas of the Building and Site. The inspection did not include areas which were inaccessible, not readily accessible or obstructed at the time of inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection and may include – but are not limited to – roofing, fixed ceilings, wall linings, floor coverings, fixtures, fittings, furniture, clothes, stored articles/materials, thermal insulation, sarking, pipe/duct work, builder's debris, vegetation, pavements, or earth.
- (c) The detection of dry wood termites may be extremely difficult due to the small size of the colonies. No warranty of absence of these termites is given.
- (d) European House Borer (*Hyloterpes bajulus*) attack is difficult to detect in the early stages of infestation as the galleries of boring larvae rarely break through the affected timber surface. No warranty of absence of these borers is given. Regular inspections including the carrying out of appropriate tests are required to help monitor susceptible timbers.
- (e) This is not a structural damage report. Neither is this a warranty as to the absence of Timber Pest Attack.
- (f) If the inspection was limited to any particular type(s) of timber pest (e.g., subterranean termites), then this would be the subject of a Special-Purpose Inspection Report, which is adequately specified.
- (g) This Report does not cover or deal with environmental risk assessment or biological risks not associated with Timber Pests (e.g., toxic Mould) or occupational, health or safety issues. Such advice may be the subject of a Special-Purpose Inspection Report which is adequately specified and must be undertaken by an appropriately qualified inspector. The choice of such inspector is a matter for the Client.
- (h) This Report has been produced for the use of the Client. The Consultant or their firm or company are not liable for any reliance placed on this report by any third party, except as provided in the section Limited Liability To a Purchaser within the Australian Capital Territory.

Determining extent of Damage:

This is not a structural building report, and any inexpert opinion we provide on timber damage cannot be relied upon. This Report **will not** state the full extent of any Timber Pest damage. It will state Timber Pest Damage found as either 'slight', 'moderate', 'moderate to extensive', or 'extensive', and this information is not the opinion of an expert. If any evidence of Timber Pest activity and/or damage resulting from Timber Pest activity is reported, either in the structure(s) or the grounds of the property, then you must assume that there may be concealed structural damage within the building(s).

This concealed damage may only be found when wall linings, cladding or insulation are removed to reveal previously concealed timbers. In this case, an Invasive Timber Pest Inspection (for which a separate contract is required) is strongly recommended, and you should arrange for a qualified professional such as a builder, engineer, or architect to carry out a structural Inspection to determine the full extent of the damage, and the extent of repairs that may be required. You agree that neither we, nor the individual conducting the Inspection, are responsible or liable for the repair of any damage, whether disclosed by the Report or not.

Disclaimer of Liability:

No liability shall be accepted on account of failure of the Report to notify any termite activity and/or damage present at, or prior to, the date of the Report, in any area(s) or section(s) of the subject property physically inaccessible for Inspection, or to which access for Inspection is denied by, or to, the licensed Inspector (including, but not limited to, any area(s) or section(s) specified by the Report).

1.0 ACCESS LIMITATIONS

1.1 Area(s) inspected:

Only structures, fences &/or trees within 50m of the building but within the property boundaries were inspected.

1.2 Common area(s) not inspected:

No Inspection was made, and no Report will be submitted, of inaccessible area(s).

These include, but may not be limited to; cavity walls, concealed frame timbers, eaves, flat roofs, fully enclosed patios, inaccessible parts of the subfloors, inaccessible parts of the roof void, soil concealed by concrete floors, fireplace hearths, wall linings, landscaping, rubbish, floor coverings, furniture, pictures, appliances, stored items, insulation, and hollow blocks/posts etc.

1.3 Area(s) in which visual inspection was obstructed or restricted and why:

Ceiling framing timbers were concealed by insulation. Clothing and other stored items concealed timbers in cupboards and built in robes/closets. Furniture and stored items concealed some of the skirting boards and architraves inside the house. No inspection was made to sections of the residence and/or structures built on the side boundary. The inspection of the roof void was restricted to a visual inspection from the roof access point in the lower section of the roof due to the low roof pitch not allowing bodily access. No inspection was made to the garage or upper roof voids due to no available access. The inspection of the garage was very restricted due to several stored goods being kept in the area at the time of inspection.

NB. Please note that since a complete Inspection of the above area(s) was not possible, Timber Pest activity and/or damage may exist in these areas.

1.4 The property was furnished at the time of inspection.

Where a property is furnished at the time of Inspection, it must be understood that the furnishings and stored goods may be concealing evidence of Timber Pest activity. This evidence may be revealed when the property is vacated, and a further Inspection of the vacant property is strongly recommended if the house was furnished at the time of inspection.

1.5 Undetected timber pest risk assessment is considered Moderate.

NB. Where the risk is considered "Moderate" or "Moderate-High" or "High", a further inspection is strongly recommended of areas that were not readily accessible, and of inaccessible or obstructed areas once access has been provided or the obstruction removed. This may require the moving, lifting or removal of obstructions such as floor coverings, furniture, stored items foliage and insulation. In some instances, it may also require the removal of ceiling and wall linings, and the cutting of traps and access holes. Seek further advice from your Consultant.

2.0 TERMITE ACTIVITY

2.1 No active (live) termites were present at the time of Inspection.

2.2 No visible evidence of subterranean termite workings and/or damage was found

2.3 A termite nest was not found.

2.4 No evidence of timber damage caused by Termite attack was visible at the time of the Inspection.

NB. Where evidence of termite activity by the *Nasutitermes* or *Coptotermes* species was found in the grounds, the risk to buildings is very high. A treatment to eradicate the termites and to protect the building(s) should be carried out. Where the evidence of termite workings was found in the grounds or the building(s), then the risk of a further attack is very high.

2.5 Very important:

If live termites or any evidence of termite workings or damage was reported above, within the building(s) or in the grounds and fences, then it must be assumed that there may be concealed termite activity and/or timber damage. This concealed activity or damage may only be found when alterations are carried out, such as when wall linings, cladding or insulation are removed; or if you arrange for an invasive Inspection. We claim no expertise in structural engineering or building, and we strongly recommend that you have a qualified professional such as a builder, engineer, architect, or other qualified expert determine the full extent of the damage, if any. This may require an invasive Inspection. We take no responsibility for the repair of any damage, whether disclosed by this Report or not (see 'Terms and Limitations').

Where visual evidence of termite workings and/or damage is reported above, but no live termites were present at the time of Inspection, you must realise that it is possible that termites are still active in the immediate vicinity, and that the termites may continue to cause further damage. It is not possible, without further investigation and a number of Inspections over a period of time, to ascertain whether any infestation is active or inactive. Active termites may simply have not been present at the time of Inspection due to a prior disturbance or climatic conditions, or they may have been utilizing an alternative feeding source.

Continued, regular Inspections are essential. Unless written evidence of a termite protection program in accordance with 'AS 3660' with ongoing Inspections is provided, you must arrange for a treatment in accordance with 'AS 3660' to be carried out to reduce the risk of further attack.

2.6 Previous termite treatment: There were no signs of a termite treatment or evidence of a possible previous termite treatment, at the time of inspection.

NB. If there is evidence of drill holes in concrete or brickwork, bait stations or other signs of a possible previous treatment are reported, then the treatment was probably carried out because of an active termite attack. Extensive structural damage may exist in concealed areas. You should have an invasive Inspection carried out, and have a builder determine the full extent of any damage, and the estimated cost of repairs, as the damage may only be found when wall linings etc. are removed. Normally, if a termite treatment has been carried out, then a durable notice should be located in the metre box, indicating the type of termite shield system, treated zone or combination that has been installed.

2.7 Termite management: A durable notice (termite management notice) was found during the inspection, indicating a barrier system has been installed. The system installed is Flickguard.

This firm can give no assurances with regard to work that may have been previously performed by other firms. You should obtain copies of all paperwork and make your own enquiries as to the quality of the treatment when it was carried out, and warranty information. In most cases, you should arrange for a treatment in accordance with "Australian Standard 3660" to be carried out to reduce the risk of further attack.

2.8 General remarks:

Where any current visible evidence of Timber Pest activity is found, it is strongly recommended that a more invasive Inspection be performed. Trees on and near the property up to a height of 2 metres, have been visually Inspected where possible and practicable, for evidence of Termite activity. It is very difficult to locate termite nests since they are underground, and evidence in trees is usually well concealed. Therefore, we strongly recommend that you arrange to have the medium to large eucalypt trees within a 50 metre radius of the property test drilled for evidence of termite nests.

3.0 BORER ACTIVITY

3.1 No visible evidence of borers was found.

The Lyctid Borer - The most common lyctid borer in Australia is **Lyctus brunneus (powder post beetle)**. Attack usually takes place during the first six to twelve months of the service life of timber. However, the powder post beetle is not considered a significant pest of timber and treatment of infestation is not usually required. As only the sapwood of certain hardwoods is destroyed, larger-dimensional timbers (such as rafters, bearers, and joists) in a building are seldom weakened significantly to cause collapse. The **Anobiid Borer** There are many different species of Anobiid borer, the most frequently encountered being *Anobium punctatum* (furniture beetle) and *Calymnaderus incisus* (Queensland pine beetle). Attack mainly occurs to softwoods especially pine timbers such as floorboards that have been in service for at least ten years. Should any structural timbers be attacked by Anobiid borers it is often difficult to determine what extent the borer damage has weakened such timbers and replacement is often the only way of ensuring safety from collapse.

In the case of Anobiid borers, once an attack is initiated it is unlikely to cease or die out of its own accord without some sort of eradication treatment. Therefore, unless proof of treatment is provided, evidence of an attack must always be considered active. Although a chemical treatment is an option, replacement of infested timbers with non-susceptible, or treated timber, is the most effective method of treatment. Before any option is considered, competent advice (e.g., from a licensed building contractor) should be sought to determine the extent of any structural damage, and as to the need or otherwise for rectification or repair work.

Other Borers: A further (more invasive) investigation is strongly recommended to determine whether infestation is still active and to positively identify the borer species responsible for the attack. Always seek further advice from the Consultant.

Management Program: Wherever practical, remove any conditions conducive to attack (e.g., *Anobium* borer thrive in badly ventilated subfloor areas). Regular inspections are recommended at intervals not exceeding 12 months. Always seek further advice from the Consultant.

4.0 DECAY FUNGI

4.1 No evidence of damage caused by wood decay (rot) fungi was found.

NB. If any evidence of fungal decay or damage is reported, you should consult a building expert to determine the full extent of damage, and the estimated cost of repairs or timber.

General Description of Attack Decaying wood contains sufficient moisture to retain its original shape and may have sufficient strength to withstand normal loads. In contrast decayed wood is reduced both in moisture content and size as indicated by cracking either along or across the grain or fibres coming apart in a stringy manner. Decayed wood will have undergone considerable strength reduction.

Economic Significance Fungal decay can cause at one extreme, structural failure of the affected timber, and at the other purely superficial surface damage. The most critical determination is that of which timber is affected and decaying because decay will most likely spread (unless sources of moisture are quickly removed). Affected and decayed timber may warrant timber replacement, but the rot should not spread unless a new moisture source becomes available in that area.

Where evidence of decayed timber exists, competent advice (e.g., from a licensed or registered building contractor) should be sought to determine the extent of any structural damage, and as to the need or otherwise for rectification or repair work. It is important to correct any condition conducive to attack prior to replacing decayed wood.

Where evidence of decaying timber exists, competent advice (e.g., from a licensed or registered building contractor) should be sought to remove the condition(s) conducive to attack, and to determine the extent of any structural damage, and as to the need or otherwise for rectification or repair work.

Where the full extent of damage or the overall condition of the timber is undetermined a further inspection is strongly recommended by a competent person (e.g., from a licensed or registered building contractor). This may require monitoring of the timber over a period and include the assessment of conditions conducive to attack in different weather conditions (e.g., to determine the adequacy of existing drainage).

Management Program Remove any conditions conducive to attack (e.g., lack of ventilation or the presence of excessive moisture). Regular inspections are recommended at intervals not exceeding 12 months. Always seek further advice from the Consultant.

5.0 CONDITIONS THAT ARE CONDUCIVE TO TIMBER PESTS

5.1 Water leaks: At the time of the inspection no leaks were found to be present.

Water leaks, especially in or into the subfloor, or against the external walls; increase the likelihood of termite attack. Leaking showers or leaks from other 'wet areas' also increase the likelihood of concealed termite attack. Hot water overflows should be plumbed away from the building.

NB. We claim no expertise in building, and if any leaks were reported, you should consult a plumber or other building expert to determine the full extent of damage, and the estimated cost of repairs.

5.2 Moisture/drainage: Not applicable as the home is built on a concrete slab.

Lack of Adequate Subfloor Ventilation Inadequate ventilation provides a condition suitable for timber pest infestation. For example, subterranean termites thrive in damp humid conditions typical of those provided in a poorly ventilated subfloor space. Where evidence of a lack of adequate ventilation has been identified in the report, the Client should seek competent advice (e.g., from a licensed or registered building contractor) regarding upgrading ventilation. The Presence of Excessive Moisture Ground levels around the building should be maintained in such a way to minimise water entering under the building. Also, the ground surface in subfloor areas should be kept graded to ensure that moisture does not pond or accumulate in any area. Where necessary, sub-surface drains should be installed and maintained to assist with drainage around and under the building. Likewise, the presence of excessive moisture can often be directly related to ventilation limitations and the resultant high humidity. Also, plumbing oversights and defects such as a leaking drain or tap will provide a microclimate conducive to timber pest attack. Where necessary, the Client should seek competent advice (e.g., from a licensed or registered plumbing contractor) to determine the adequacy of existing drainage and remove any conditions conducive to the presence of excessive moisture. The building may need to be monitored over a period of time to detect or confirm a damp problem. The presence of dampness (including moisture) is not always consistent as the prevailing and recent weather conditions at the time an inspection is carried out may affect the detection of damp problems. Importantly, precipitation at or near the time of inspection does not necessarily guarantee that a damp problem will automatically be evident due to such circumstances as prevailing wind conditions or intensity of rainfall. The absence of any dampness at the time of inspection does not necessarily mean the building will not experience some damp problems in other weather conditions. Likewise, whether services have been used for some time prior to an inspection being carried out will affect the detection of dampness.

5.3 Ventilation: Not applicable as the home is built on a concrete slab.

Lack of Adequate Subfloor Ventilation Inadequate ventilation provides a condition suitable for timber pest infestation. For example, subterranean termites thrive in damp humid conditions typical of those provided in a poorly ventilated subfloor space. Where evidence of a lack of adequate ventilation has been identified in the report, the Client should seek competent advice (e.g., from a licensed or registered building contractor) in regard to upgrading ventilation.

5.4 Hot water services and air conditioning units: There is no need for this work to be carried out.

Hot water services and air conditioning units which release water alongside or near to building walls should be piped to a drain (if not possible then several metres away from the building), as the resulting wet area is highly conducive to termites.

5.5 Slab edge exposure: The slab edge inspection zone does not apply to this property.

Where external concrete slab edges are not exposed, there is a high risk of concealed termite entry.

In some buildings built since July 1995, the edge of the slab forms part of the termite shield system. In these buildings an Inspection zone of at least 75mm should be maintained to permit detection of termite entry. The edge should not be concealed by render, tiles, cladding, flashings, adjoining structures, paving, soil, turf, or landscaping etc. Where this is the case, you should arrange to have the slab edge exposed for Inspection.

Concealed termite entry may already be taking place but could not be detected at the time of the Inspection. This may have resulted in concealed timber damage.

NB. A very high proportion of termite attacks are over the slab edge. Covering the slab edge makes concealed entry easy. This is particularly true of infill type slab construction. Termite activity and/or damage may be present in concealed timbers of the building. We strongly recommend frequent regular inspections in accordance with AS 3660.2.

5.6 Weep holes in external walls: Weep holes were clear allowing the free flow of air.

It is very important that soil, lawn, concrete paths, or pavers do not cover the weep holes. Sometimes, they have been covered during the rendering of the brick work. They should be clean and free flowing and covering the weep holes in part or in whole may allow undetected termite entry.

5.7 Termite shields: Not applicable as the home is built on a concrete slab.

Termite Shields (Ant Caps) should be in good order and condition, so termite workings are exposed and visible. This helps prevent termites from gaining undetected entry. Joins in the shielding should have been soldered during the installation. If it is observed that the joins in the shielding have not been soldered, then the shielding must be reported as inadequate. It may be possible for a builder to repair the shielding. If not, a chemical treated zone may need to be installed to deter termites from gaining concealed access to the building. Missing, damaged or poor shields increase the risk of termite infestation. If considered inadequate, a builder or other building expert should be consulted.

Other physical shield systems are not visible to inspection and no comment is made on such systems.

5.8 Bridging or breaching of termite barriers and inspection zones: No bridging or breaching was found.

“Bridging” is the spanning of a termite barrier or inspection zone so that subterranean termites are provided with passage over or around that barrier. “Breaching” is the making of a hole or gap in a termite barrier so that termites are provided with a passage through that barrier.

5.9 Other area(s) and/or situations that appear conducive to (may attract) subterranean termite infestation: Medium to large trees and stumps within a 50 metre radius of the property, due to the nesting conditions.

6.0 OVERALL ASSESSMENT OF THE PROPERTY

6.1 Where evidence of live termites, termite damage or termite workings (mudding) was found in the building(s) then the risk of a further attack is extremely high.

Where evidence of live termites, termite damage or termite workings was found in the grounds but not in the building(s) then the risk to buildings must be reported as high to extremely high.

6.2 At the time of the Inspection, the degree of risk of subterranean termite infestation to the overall property was considered to be **Moderate**.

6.3 Subterranean Termite Treatment Recommendation: A management program in accordance with AS 3660-2000 to protect against subterranean termites is considered **not essential, but 6 to 12 monthly inspections are essential**.

6.4 Future Inspections: AS 3660.0-2000 recommends "regular competent Inspections should be carried out at least on an annual basis, but more frequent Inspections are strongly recommended".

It goes on to inform that "regular Inspections will not prevent termite attack but may help in the detection of termite activity. Early detection will allow remedial treatment to be commenced sooner, and damage to be minimized".

Due to the degree of risk of subterranean termite infestation noted above and all other findings of this Report; we strongly recommend that a full Inspection and written Report in accordance with AS 4349.3 or AS 3660.2-2000 is conducted at this property every 6 months, but no more than 12 months.

DEFINITIONS

Timber Pest Attack: Means Timber Pest Activity and/or Timber Pest Damage.

Timber Pest Activity: Means telltale signs associated with 'active' (live) and/or 'inactive' (absence of live) Timber Pests at the time of inspection.

Timber Pest Damage: Means noticeable impairments to the integrity of timber and other susceptible materials resulting from attack by Timber Pests.

Major Safety Hazard: Means any item that may constitute an immediate or imminent risk to life, health or property resulting directly from Timber Pest Attack. Occupational, health and safety or any other consequence of these hazards has not been assessed.

Conditions Conducive to Timber Pest Attack: Means noticeable building deficiencies or environmental factors that may contribute to the presence of Timber Pests.

Readily Accessible Areas: Means areas which can be easily and safely inspected without injury to person or property, are up to 3.6 metres above ground or floor levels, in roof spaces where the minimum area of accessibility is not less than 600 mm high by 600 mm wide and subfloor spaces where the minimum area of accessibility is not less than 400 mm high by 600 mm wide, providing the spaces or areas permit entry. The term 'readily accessible' also includes accessible subfloor areas on a sloping site where the minimum clearance is not less than 150 mm high, provided that the area is not more than 2 metres from a point with conforming clearance (i.e., 400 mm high by 600 mm wide); and areas at the eaves of accessible roof spaces that are within the consultant's unobstructed line of sight and within arm's length from a point with conforming clearance (i.e. 600 mm high by 600 mm wide).

Client: Means the person or persons for whom the Timber Pest Detection Report was carried out or their Principal (i.e., the person or persons for whom the report was being obtained).

Timber Pest Detection Consultant: Means a person who meets the minimum skills requirement set out in the current Australian Standard AS 4349.3 Inspections of Buildings. Part 3: Timber Pest Inspection Reports or state/territory legislation requirements beyond this Standard, where applicable.

Building and Site: Means the main building (or main buildings in the case of a building complex) and all timber structures (such as outbuildings, landscaping, retaining walls, fences, bridges, trees, and stumps with a diameter greater than 100 mm and timber embedded in soil) and the land within the property boundaries up to a distance of 50 metres from the main building(s).

Timber Pests: Means one or more of the following woods destroying agents which attack timber in service and affect its structural properties:

Chemical Delignification: The breakdown of timber through chemical action.

Fungal Decay: The microbiological degradation of timber caused by soft rot fungi and decay fungi, but does not include Mould, which is a type of fungus that does not structurally damage wood.

Wood Borers: Wood destroying insects belonging to the order 'Coleoptera' which commonly attack seasoned timber.

Termites: Wood destroying insects belonging to the order 'Isoptera' which commonly attack seasoned timber.

Tests: Means additional attention to the visual examination was given to those accessible areas which the consultant's experience has shown to be particularly susceptible to attack by Timber Pests. Instrument testing of those areas and other visible accessible timbers/materials/areas showing evidence of attack was performed.

Instrument Testing: Means where appropriate the carrying out of Tests using the following techniques and instruments:

- (a) Electronic moisture detecting meter - an instrument used for assessing the moisture content of building elements.
- (b) Stethoscope - an instrument used to hear sounds made by termites within building elements.
- (c) Probing - a technique where timber and other materials/areas are penetrated with a sharp instrument (e.g., bradawl or pocket knife), but does not include probing of decorative timbers or finishes, or the drilling of timber and trees; and
- (d) Sounding - a technique where timber is tapped with a solid object.

IMPORTANT MAINTENANCE ADVICE REGARDING INTEGRATED PEST MANAGEMENT FOR PROTECTING AGAINST TIMBER PESTS

You should read and understand the following important information. It will help explain what is involved in a Timber Pest Inspection, the difficulties faced by a Timber Pest Inspector, and why it is not possible to guarantee that a property is free of Timber Pests. It also details important information about what you can do to help protect your property from Timber Pests. This information forms an integral part of the Report. Any structure can be attacked by Timber Pests. Periodic maintenance should include measures to minimise possibilities of infestation in and around a property. Factors which may lead to infestation from Timber Pests include situations where the edge of the concrete slab is covered by soil or garden debris, filled areas, areas with less than 400mm clearance, foam insulation at foundations, earth/wood contact, damp areas, leaking pipes, etc.; form-work timbers, scrap timber, tree stumps, mulch, tree branches touching the structure, wood rot, etc. Gardens, pathways, or turf abutting or concealing the edge of a concrete slab will allow for concealed entry by timber pests any timber in contact with soil such as form-work, scrap timbers or stumps must be removed from under and around the buildings and any leaks repaired. You should endeavor to ensure such conditions DO NOT occur around your property. We further advise that you engage a professional pest control firm to provide a termite management program in accord with AS 3660 to minimise the risk of termite attack. There is no way of preventing termite attack. Even AS 3660 advises that "the provision of a complete termite barrier will impede and discourage termite entry into a building. It cannot prevent termite attack. Termites can still bridge or breach barriers, but they can be detected more readily during routine inspections."

Reasonable access:

Unless specified in writing, the inspection only covered the Readily Accessible Areas of the Building and Site.

The inspection did not include areas which were inaccessible, not readily accessible or obstructed at the time of inspection. Areas which are not normally accessible were not inspected and include - but not limited to – inside walls, the interior of a flat roof or beneath a suspended floor filled with earth.

Building Interior, the Consultant did not move or remove any ceilings, wall coverings, flooring, floor coverings (including carpeting), furnishing, equipment, appliances, pictures, or other household goods. In an occupied property, furnishings or household items may be concealing evidence of timber pest attack which may only be revealed when the items are moved or removed.

Building Exterior, Roof Exterior and Site, the Consultant did not move or remove any obstructions such as wall cladding, awnings, trellis, earth, plants, bushes, foliage, stored materials, debris, or rubbish. Due to the 'secretive' nature of timber pests, it is possible that hidden damage may exist in concealed areas, e.g., wall framing. Damage may only be found when the obstruction is removed. In the case of buildings constructed on concrete slabs, if the edge of the slab or any weep hole or vent at the base of external walls is concealed by pavements, gardens, lawns, or landscaping then it is possible for termites to gain undetected entry into the building. The building of gardens or planting of shrubs close to the perimeter of the building can promote and conceal termite entry points. The storage of cellulose materials such as building materials and firewood near the ground or building may encourage termite activity.

Roof Space Obstructions such as roofing, stored articles, thermal insulation, sarking, and pipe/duct work may be concealing evidence of timber pest attack which may only be revealed when the obstructions are moved or removed. Also, bodily access should be provided to the interior of all accessible roof spaces. In accordance with Australian Standard ASS 4349 the minimum requirement is a 400mm by 500 mm access manhole.

Subfloor Space Subfloor areas should be kept free from all vegetation (including tree stumps) and other cellulose material which may encourage timber pest activity. Also, storage of materials in subfloor areas is not recommended as it reduces ventilation and makes inspection difficult. Obstructions may be concealing evidence of timber pest attack which may only be revealed when the obstructions are moved or removed. Bodily access should be provided to all accessible subfloor areas with the minimum requirement being a 500 mm x 400 mm access manhole. In the case of suspended floors, if the clearance between the ground and structural components is less than 400 mm, then the ground should be excavated to provide the required clearance, subject to maintaining adequate drainage and support to footings. If the subfloor has been sprayed for subterranean termites or if the area is susceptible to mould growth, appropriate health precautions must be followed before entering the area. Also, special care should be taken not to disturb the treated soil. Always seek further advice from the Consultant.

A further inspection is strongly recommended of those areas that were not readily accessible and of inaccessible or obstructed areas once access has been provided or the obstruction removed. This will involve a separate visit to the site, permission from the owner of the property and additional cost.

Unless stated otherwise, any recommendation or advice given in this Report should be implemented as a matter of urgency.

A more invasive physical inspection is available and recommended:

As detailed above, there are many limitations to this visual inspection only. With the permission of the owner of the premises we WILL perform a more invasive physical inspection that involves moving or lifting insulation, stored items, furniture, or foliage during the inspection. We WILL physically touch, tap, test and when necessary, force/gouge suspected accessible timbers. We WILL gain access to areas, where physically possible and considered practical and necessary, by way of cutting traps and access holes.

This style of Report is available by ordering with several days' notice. Inspection time for this style of Report will be greater than for a VISUAL INSPECTION.

It involves disruption in the case of an occupied property, and some permanent marking is likely. You must arrange for the written permission of the owner who must acknowledge all the above information and confirm that our firm will not be held liable for any damage caused to the property.

A price is available on request.

Concrete slab homes:

Homes constructed on concrete slabs pose special problems with respect to termite attack. If the edge of the slab is concealed by concrete paths, patios, pavers, garden beds, lawns, foliage, etc. then it is possible for termites to affect concealed entry into the property, and they can then cause extensive damage to concealed framing timbers. Even the most experienced Inspector may be unable to detect their presence due to concealment by wall linings. Only when the termites attack timbers in the roof void, which may in turn be concealed by insulation, can their presence be detected. Where termite damage is in the roof, it should be expected that concealed framing timbers will be extensively damaged. With a concrete slab home, it is imperative that you expose the edge of the slab and ensure that foliage and garden beds do not cover the slab edge. Weep holes must be kept free of obstructions.

It is strongly recommended that you have a Termite Inspection in accordance with AS 3660.2 carried out every 6 to 12 months.

Subterranean termites:

No property is safe from termites. General Description of Attack Timber hollowed beneath; some cracking at the surface of timber; earthen channels present; or pale faecal spots present.

Important note:

As a delay may exist between the time of an attack and the appearance of telltale signs associated with the attack, it is possible that termite activity and damage exists though not discernible at the time of inspection.

Treatment After discovery of an active infestation, it is imperative that the species of termite is accurately identified before costly (and sometimes unnecessary or inappropriate) methods of treatment are initiated. Only economically important species which are known to attack timber structures should be treated.

In the case of economically important species, it is important that the termite workings are not further disturbed until the proposed method of control has been determined by a licensed pest control operator. Premature attempts to repair or replace infested timber may cause the termites to withdraw from the area temporarily, thereby hindering effective treatment. Any repair or replacement of infested timber should be carried out after the appropriate treatment has been completed.

Where evidence of active termites is detected within a building or within 50 metres of any building, it must always be assumed that the termites may also be active in areas of the property not inspected. Accordingly, where the termites are known to be of economic significance, a further (more invasive) inspection is strongly recommended of areas which were inaccessible, not readily accessible or obstructed at the time of inspection.

Termite Workings and Damage Where evidence of damage to building timbers exists, competent advice (e.g. from a licensed or registered building contractor) should be obtained to determine the extent of any structural damage and as to the need or otherwise for rectification or repair work.

Where evidence of inactive termites is located within the building, it is possible that termites are still active in areas of the property not inspected and they may continue to cause damage. A furthermore invasive inspection is strongly recommended of areas which were inaccessible, not readily accessible or obstructed at the time of inspection.

Where evidence of an inactive termite infestation exists, it is not possible, without benefit of further investigation and inspections over a period, to ascertain whether any infestation is active or inactive. Continued, regular, inspections are essential.

Where evidence of termite attack exists to any trees or tree stumps a more conclusive search should be undertaken. This may require the tree or stump to be drilled to determine the existence of a termite nest. In addition, the soundness and stability of any standing trees identified as being affected by termite attack should be confirmed. Always seek further advice from the Consultant.

Previous Treatments Where evidence of a possible termite treatment was located, the Client should obtain and keep on file all relevant documents pertaining to the extent of the treatment, any service warranties and advice in regard to the building owner's obligation to maintain the treatment and/or barrier. If evidence of a previous treatment of termite infestation is noted, and appropriate documentation is not available, the Client must assume that the termite infestation may still be active in areas of the property not inspected. Accordingly, a re-treatment may be required. Always seek further advice from the Consultant.

Frequency of Future Inspections Australian Standard AS 3660 recognises that regular inspections will not prevent termite attack but may help in the detection of termite activity. Early detection will allow remedial treatment to be commenced sooner and damage to be minimised.

Inspections at intervals not exceeding twelve (12) months are recommended. Where the termite risk is high or the building type susceptible to termite attack, more frequent inspections (3-6 months) should be undertaken.

Risk management options:

To help protect against financial loss, it is essential that the building owner immediately control or rectify any evidence of destructive timber pest activity or damage identified in this inspection report. The Client should further investigate any high-risk area where access was not gained. It is strongly advised that appropriate steps be taken to remove, rectify or monitor any evidence of conditions conducive to timber pest attack.

To help minimise the risk of any future loss, the Client should consider whether the following options to further protect their investment against timber pest infestation are appropriate for their circumstances:

Undertake thorough regular inspections at intervals not exceeding twelve months or more frequent inspections where the risk of timber pest attack is high, or the building type is susceptible to attack. To further reduce the risk of subterranean termite attacks, implement a management program in accordance with Australian Standard AS 3660. This may include the installation of a monitoring and/or baiting system, or chemical and/or physical barrier. However, AS 3660 stresses that subterranean termites can bridge, or breach barrier systems and inspection zones and that thorough regular inspection of the building are necessary.

CONTACT THE INSPECTOR

Please feel free to contact the Inspector who carried out this inspection. Often it is very difficult to fully explain situations, problems, access difficulties or timber pest activity and/or damage in a manner that is readily understandable by the reader. Should you have any difficulty in understanding anything contained within this Report, then you should immediately contact the Inspector and have the matter explained to you.

If you have any questions at all or require any clarification, then contact the Inspector prior to acting on this Report.

NOTICE TO THE PURCHASER

(a) Prior to or on Exchange, and prior to the commencement of the 'Cooling-off Period', you were given an Inspection Report on the Property you intend on purchasing ("the Report"). The Purchaser is advised that this Report reflects the condition of the property existing at the time of the Inspection (Inspection Date) and may not reflect the current state. Timber Pests, particularly Termites, may have gained entry to the property since the Inspection Date. Termites can, in a relatively short period, cause significant damage to both structural and non-structural timbers within and around the buildings of the Property.

Termites (white ants) may be difficult to detect and much of the damage caused may not be readily visible. If damage exists, then it may cost thousands of dollars to repair.

It is, therefore, very strongly recommended that you urgently arrange for another Inspection and Report in accordance with AS4349.3 to be carried out prior to exchange, or prior to the expiration of any 'Cooling off Period', and prior to settlement.

(b) If the Report indicated the presence of Termites, termite damage or recommends any treatments or other Inspections and Reports, you should obtain copies of the treatment proposal, any certificates of treatments carried out, details of all repairs including copies of quotations, invoices, and any other Reports.

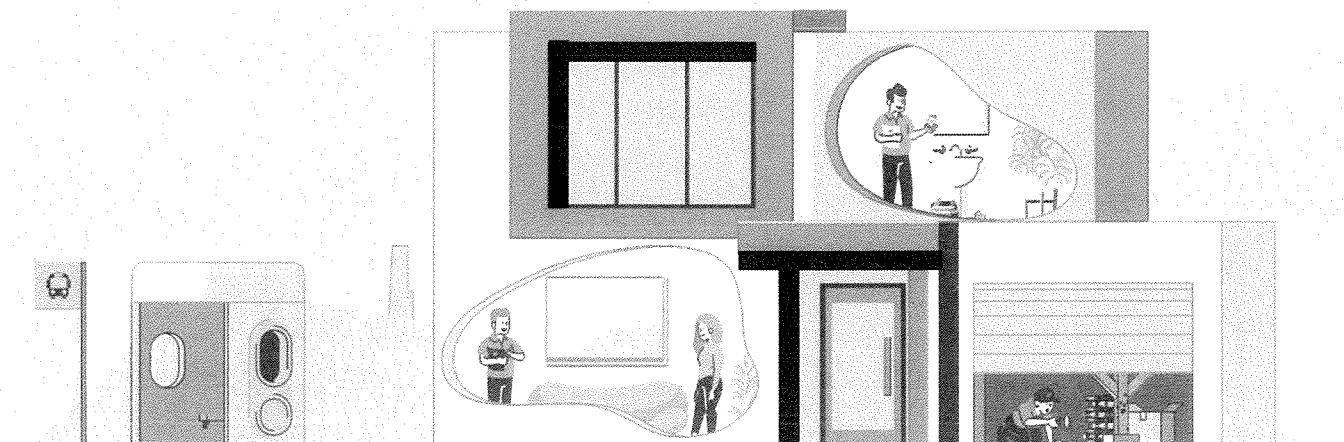
It is strongly recommended that you arrange for an Inspection and Report in accordance with AS 4349.3 to verify that the treatment has been successful and carried out in accordance with AS 3660.2 and a further building Inspection in accordance with AS 4349.1.

(c) If you fail to procure a further Inspection and report as recommended in (a) and (b), or fail to obtain copies of the treatment proposal, certificates of treatment carried out, details of all repairs including copies of quotations, invoices and any other reports as recommended in (b) above, then it will be deemed that you have decided not to have a further Inspection and report carried out, or to obtain copies of certificates of treatments carried out, details of all repairs including copies of quotations, invoices and any other reports.

It will be deemed that you have relied upon your own enquiries and the report, knowing the possible consequences and that the condition of the property, as stated in the report, may have changed.

(d) The person carrying out the Inspection and the company, partnership or sole trader that employs that person will have no liability to you for any damage or loss you may suffer as a result of your entering the contract to purchase the property or in connection with completing the purchase of the property as a result of your failure to heed the advice given in (a) and (b) and the warning contained in (c) above, and may use such failure in defense of any claim that you may later make against any of them.

Compliance Report



COMPLIANCE REPORT

This is a Compliance Report regarding any unapproved structures or alterations. ACT Property Inspections have accessed the attached Building File from ACT Planning and Land Authority (ACTPLA) and hold no responsibility for any inaccuracies in the Building File supplied by ACTPLA. The Compliance report is based solely upon the information available from the Building File which does not contain information regarding Plumbing or Electrical work that has taken place since the original construction. Information regarding the Plumbing and Electrical is available upon application from ACTPLA. Since we are not Plumbers or Electricians, we are unable to comment on those works. If structures have been noted as requiring approval, a Certifier should be engaged to assess if the structure will comply with the relevant ACT legislation. Owners must be aware that unapproved structures may not comply and may require significant repair, design change or possible removal.

Property Address: 16A Hancock St, Spence ACT 2615
Unit, Block & Section: Unit 1 Block 17 Section 45 SPENCE
Inspection Date: Friday, December 13th 2024

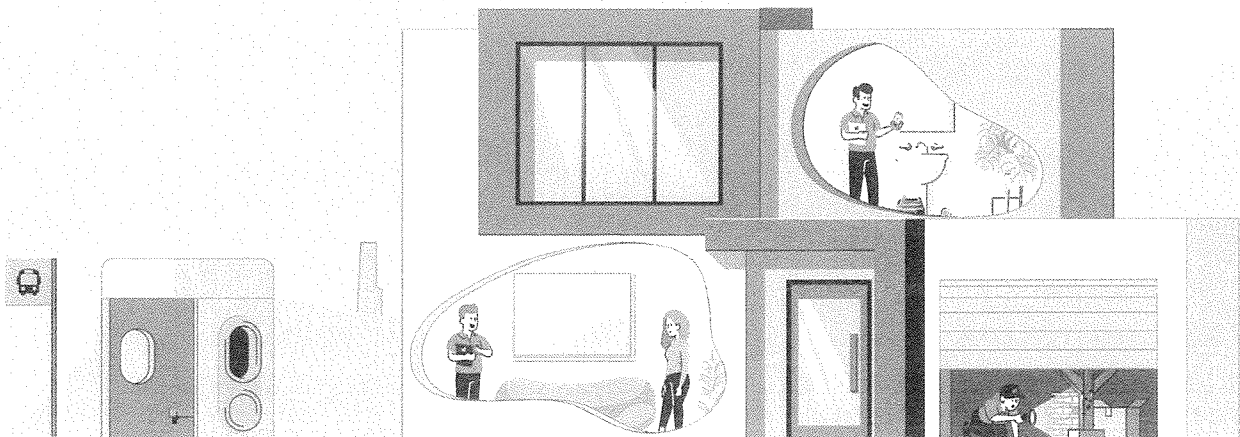
APPROVAL STATUS

Description	Plan number	Certificate of occupancy date	Approval status
Asbestos Removal (Mr Fluffy)	B2017340/A	16/02/2017	Approved.
Demolition of Structures	B2017340/A	16/02/2017	Approved.
Dual Occupancy – Unit 1, Garage, Porch & Alfresco	B20181271/A+/B/C	17/06/2019	Approved.
Front masonry wall	-	-	This structure is unapproved as it has been constructed forward of the front building line and exceeds 1.8m in height. Building and Development approval are required.
Retaining walls	-	-	Areas of the retaining walls exceed 1.2m in height. Building approval is required.

SURVEY REPORT

Survey Report completed by	Date Survey report was completed	Comments
M & M Surveys	Friday, 4 May 2018	There are no apparent encroachments upon this land or by this property on adjoining lands or street.

Conveyancing File



CONVEYANCING BUILDING FILE INDEX

SUBURB: SPENCE SECTION: 45 BLOCK: 17 UNIT: 1 EX GOV: NO

COU ISSUED Y/N	PLAN NUMBER	FOLIO NO.	DESCRIPTION OF WORK	AMEND	DETAILS	INDEM INSUR	PERMIT NUMBER	COST OF WORKS	COU PLAN NO. & DATE	INSPECTION DATE
Y	B2017340/A	-	ASBESTOS REMOVAL (MR FLUFFY) DEMOLITION OF STRUCTURES				B2017340/A	\$-		
		-	FINAL							15/02/17
		-	(DEMOLITION)						B2017340/A 16/02/2017	
		-	(ASBESTOS REMOVAL)						B2017340/A 16/02/2017	
Y	B20181271/A	-	DUAL OCCUPANCY- UNIT 1, GARAGE, PORCH & ALFRESCO				B20181271/A	\$-		
Y	B20181271/B	-		Y						
Y	B20181271/C	-		Y						
		-	SURVEY							
		-	FINAL							14/05/19
		-							B20181271/A+BC 17/06/2019	

Drainage Plan Number: 23337

Comments:

CONVEYANCING PART 2

No information is provided in respect of electrical, drainage or sewer matters and or to the location of overhead power lines or underground cables in relation to the building.

- | | <u>Yes</u> | <u>No</u> |
|---|--------------------------|-------------------------------------|
| 1. (a) Is this a government or ex government house? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (b) If yes, is there a building file with approvals on it? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Is there any record of incomplete building work on the building file? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| If yes - file copies attached | | |
| 3. Are there any records on the building file of current (within 5 years) housing Indemnity insurance policies for building work? If yes - file copies attached | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Are there any records on the building file showing building applications still being processed? (Current within 3 years) If yes - file copies attached | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Are there any records on the building file in relation to loose-fill asbestos insulation? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If available, copies of the following documents are provided:

- | | | |
|--|-------------------------------------|-------------------------------------|
| • Certificate/s of Occupancy and Use | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| • Survey Certificates | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| • Unit Plan/Unit Entitlements (if property is unit titled) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| • Approved Building Plans | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| • Ex- government Building Plans* | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| • Certificate of Completion of Asbestos Removal work** | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

** If YES – this indicates that the property was part of the Loose Asbestos Insulation Program.
For more information go to the Asbestos Awareness Website – www.asbestos.act.gov.au

If requested:

- | | | |
|--------------------|-------------------------------------|--------------------------|
| • Drainage Plan(s) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|--------------------|-------------------------------------|--------------------------|

ASBESTOS

**The ACT Government is not able to guarantee the accuracy of the information in this report.

You should make your own enquiries and obtain reports (from a licensed Asbestos Assessor) in relation to the presence of loose fill asbestos insulation (and other forms of asbestos) on the premises. For more information go to the Asbestos Awareness Website – www.asbestos.act.gov.au

Please Note: Building approvals that have been generated via eDevelopment will be issued with a project number prefixed by the letter B. Initial building approval documentation will be identified with project number B20XXXX only but will be referenced as B20XXXX/A on the Certificate of Occupancy and Use. Any amendments to the original approval will be issued with the project number and an alphanumeric digit. The first amendment will be identified as B20XXXX/B, the second amendment B20XXXX/C etc. Not all eDevelopment plans will be stamped with the plan number.

***Ex Government plans:** Plans are typical and not specific to each residence. There may be slight changes to the layout or window locations that were not required to be approved.

Search officer comments (if any?)

Search officer initials: RR

Cost of application: \$ 140.24

Date completed: 11/12/2024

		LAND TITLES ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate	
		Sheet No. <u>1</u> of <u>13</u>	
		SITE PLAN	
		LAND DETAILS	
		Block 17	
		Section 45	
		Division SPENCE	
		Deposited Plan Number 3493	
		Volume/Folio 2310:69	
		Class of Units (A or B) B	
		 Signature of Lessee	
		 David Pryor Registrar-General	
		APPROVED UNDER THE UNIT TITLES ACT 2001 AS THE UNIT'S PLAN FOR THE SUBDIVISION OF THE ABOVE MENTIONED PARCEL OF LAND	
		UNITS PLAN No. 13194 XUF 22090	

Form 1 5 10 15 **Form 088 - SP** **Graphic bar scale - SCALE 1:300**

Units and Subdivisions are subject to the provisions of Section 34 of the Unit Titles Act 2001, where applicable.

SURVEYORS DECLARATION 1. ROBERT RICHARDS M & M SURVEYS PO Box 691, Mitchell ACT 2911 PH: 0811 0012 Email: csh@mm-surveys.com.au A surveyor registered under the Surveyors Act 2007 hereby certifies that: 1. The survey represented by the diagrams on forms 1 and 2 of this plan are accurate and was completed on (insert date): 3 AUG 2020 2. The survey is in accordance with the following Acts: • Unit Titles Act 2001 • Land Titles (Unit Titles) Act 1970 • Land Titles Act 1925 and • Any other Regulations made under those Acts and in accordance with the Surveyors Practice Directions	 Signature of Registered Surveyor	CROSS OUT EITHER OF ITEM 3 OR ITEM 3(a) WHICHEVER DOES NOT APPLY - Surveyor CANNOT APPLY IF AN ENCROACHMENT OCCURS OVER A ROAD OR PUBLIC PLACE UNLESS THE ENCROACHMENT IS AN ATTACHMENT AS DEFINED BY THE UNIT TITLES ACT 2001. 3. Each building including anything attached to it or building in the course of erection on the parcel is wholly within the parcel. OR 3(a) (b) (c) (a) All lots and unit subdivisions shown in the diagrams are wholly within the parcel. (b) The diagrams show the existence, nature and extent of any encroachment by a building (including anything attached to it, beyond the boundaries of the parcel). (c) The diagrams clearly indicate the existence, nature and extent of any easements, covenants and rights or to be granted and registered upon registration of this proposed plan, pertaining to the parcel.
3 AUGUST 2020 Date Page 43 of 60		RE HANCOCK STREET, SPENCE Address for Service of Notices
		LUNE & TANYA CHAMBERLAIN Name of Manager / Owners Corporation



SCHEDULE OF UNIT ENTITLEMENTS

Unit Plan No
13194[illegible]

The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:

978

Deputy Registrar-General

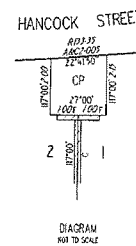
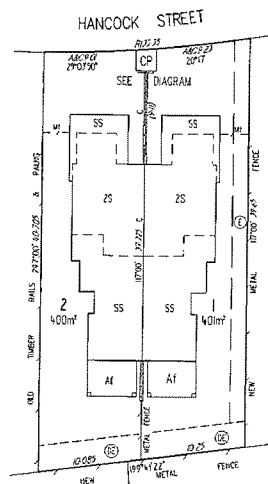
LEGEND

C. DENOTES UNIT BOUNDARY IS CENTRELINE OF WALL
 CP. DENOTES COMMON PROPERTY
 F. DENOTES UNIT BOUNDARY IS FACE OF BRICK WALL
 MF. DENOTES METAL FENCE
 SS. DENOTES SINGLE STOREY RESIDENCE
 TS. DENOTES TWO STOREY RESIDENCE
 (E) DENOTES ELECTRIC SUPPLY EASEMENT 15 WIDE
 (S) DENOTES SEWERAGE & ELECTRIC SUPPLY EASEMENT 2.5 WIDE
 --- DENOTES UPPER STOREY BUILDING LINE

NOTES

UNITS AND SUBDIVISIONS ARE SUBJECT TO THE PROVISIONS OF SECTION 34 OF THE UNIT TITLES ACT 2001, WHERE APPLICABLE
 UNIT BOUNDARIES & AREAS HAVE BEEN DETERMINED WITH REFERENCE TO THE CENTRELINE OF INTERNAL COMMON WALLS, UNLESS NOTED OTHERWISE
 WHERE EAVE & GUTTER OVERHANGS UNIT BOUNDARY, THAT PART OF THE UNIT IS LIMITED HEIGHT TO THE UNDERSIDE OF THAT EAVE & GUTTER

UNIT IDENTIFIER				
UNIT No	SHEET No	FLOOR	PLAN	ADDRESS
1	1 & 2	GROUND	16A	16A HANCOCK STREET
2	1 & 2	GROUND	16B	16B HANCOCK STREET



LAND TITLES
 ACCESS CANBERRA
 Chief Minister, Treasury and
 Economic Development Directorate

Sheet No. 2 of 13

FLOOR PLAN

Block

17

Section

45

Division

SPENCE

FLOOR NUMBER

GROUND

Handwritten signature

Signature of Lessee

Handwritten signature

Lyn Tankey

Registrar of the

ACT PLANNING AND LAND AUTHORITY

APPROVED UNDER THE UNIT TITLES ACT 2001,
 AS THE UNIT PLAN FOR THE SUBDIVISION
 OF THE ABOVE MENTIONED PARCEL OF LAND

UNITS PLAN No.

13194

Form 3

Form 081 - FF

Graphic bar scale - SCALE 1:20

Luke Chamberlain
C/- chamberlainpaintingservices@gmail.com

Re: 16 Hancock Street, Spence

Dear Sir

As instructed, we have surveyed the land at Spence, in the Division of Spence, District of Belconnen, having a curved frontage of 20.245 metres arc to Hancock Street, being **Block 17 Section 45 Deposited Plan No. 3493** as shown in the sketch plan below.

Upon this land stands the concrete foundation of a building in the course of erection to be on completion two residential units.

The sketch shows the position of the concrete foundation relative to the boundaries and the levels of the concrete slab on Australian Height Datum (A.H.D). The land is subject to an Electricity Supply Easement 1.5 metres wide and a Drainage and Electricity Supply Easement 2.5 metres wide.

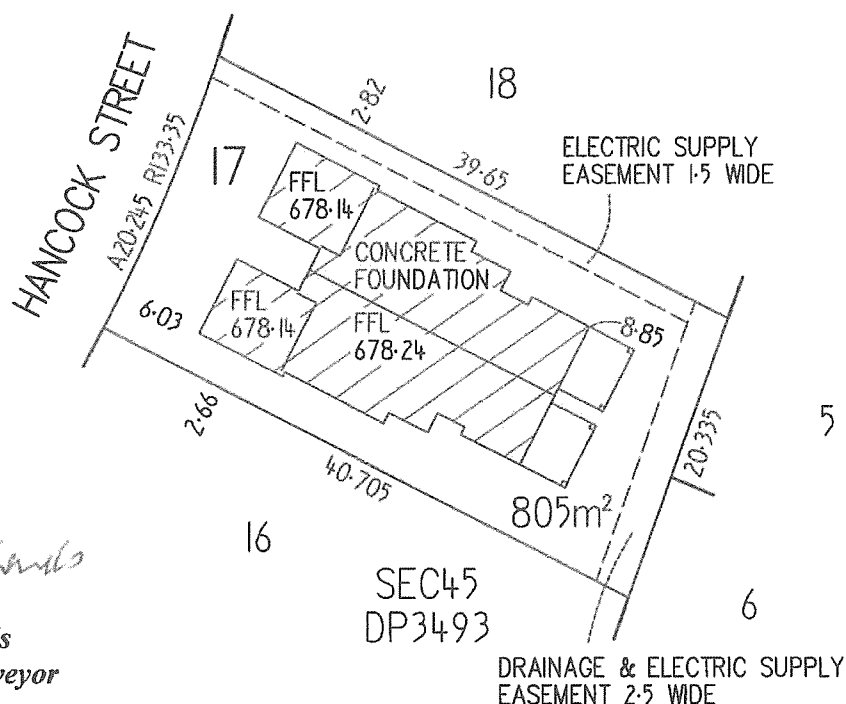
Other than as stated above, there are no apparent encroachments upon this land or by this property on adjoining lands or street.

Yours faithfully



Robert Richards
Registered Surveyor

cc. Surveyor General of the ACT



SCALE 1:500
LENGTHS ARE IN METRES





ACT
Government

**Asbestos Response
Taskforce**

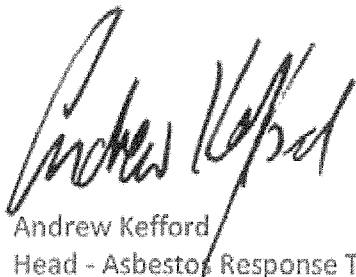
Our ref: A13373554

AFFECTED RESIDENTIAL PREMISES REGISTER

DEREGISTRATION STATEMENT

S47N Dangerous Substances Act 2004

I, Andrew Kefford, delegate of the Minister for Workplace Safety and Industrial Relations, am satisfied that the premises at 16 Hancock Street, DIVISION SPENCE SECTION 45 BLOCK 17, have been demolished and the parcel of land has been remediated. In accordance with section 47 N(3) I authorise removal of these residential premises from the Affected Residential Premises Register.



Andrew Kefford
Head - Asbestos Response Taskforce

Date: 24/3/17



Certificate of Completion of Demolition

Certificate No.: **B2017340C1**

Access Canberra Building Services

ABN 16 479 763 216
8 Darling Street Mitchell
GPO Box 158 ACT 2601
www.act.gov.au/accesscbr

This Certificate is issued in accordance with Section 71 (2) of the Building Act 2004.

The demolition of the building works listed on this certificate has been completed in accordance with the prescribed requirements.

Unit	Block	Section	Division (Suburb)	District	Jurisdiction
	17	45	SPENCE	BELCONNEN	Australian Capital Territory

Plans

B2017340/A

Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
1a	Other	DA EXEMPT-SEE DESCRIPTION	Asbestos removal including the removal of all residual friable asbestos - Jesco ARA00003	NA		B2017340N1	ASBESTOS REMOVALIST (LOOSE FILL - MR FLUFFY)

Comments

Important Note:

--

The issue, under this Part, of a certificate in respect of a building or portion of a building does not affect the liability of a person to comply with the provisions of a law of the territory (including this Act) relating to the building or portion of the building.

Issued by: Anna Musgrove

Issued on: 16/02/2017

Delegate of the ACT Construction
Occupations Registrar.



Certificate of Completion of Demolition

Certificate No.: **B2017340C1**

Access Canberra Building Services

ABN 16 479 763 216
8 Darling Street Mitchell
GPO Box 158 ACT 2601
www.act.gov.au/accesscbr

This Certificate is issued in accordance with Section 71 (2) of the Building Act 2004.

The demolition of the building works listed on this certificate has been completed in accordance with the prescribed requirements.

Unit	Block	Section	Division (Suburb)	District	Jurisdiction
	17	45	SPENCE	BELCONNEN	Australian Capital Territory

Plans
B2017340/A

Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
1a	Other	DA EXEMPT-SEE DESCRIPTION	Demolition of Structures	NA		B2017340N2	PARACORP PTY LTD

Comments

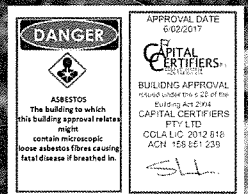
Important Note:

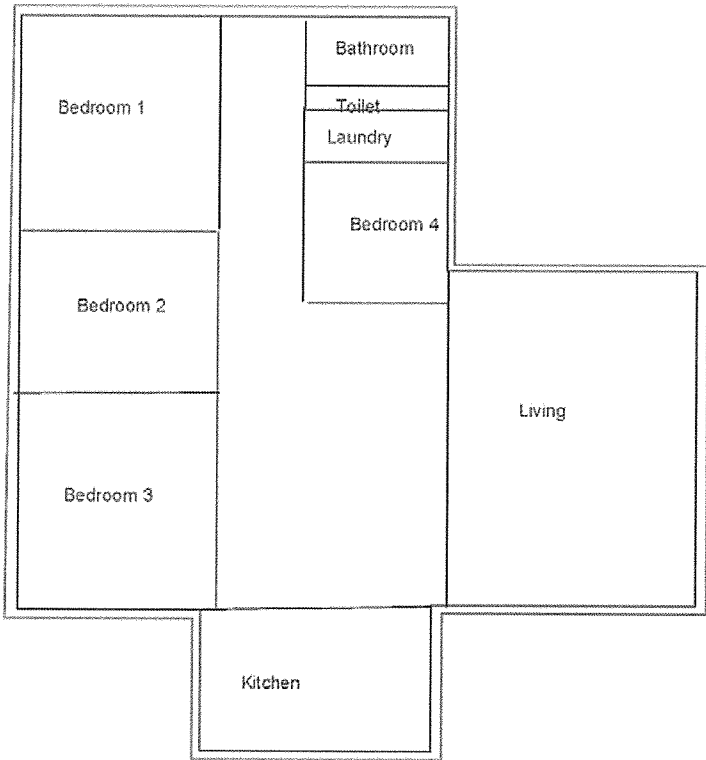
The issue, under this Part, of a certificate in respect of a building or portion of a building does not affect the liability of a person to comply with the provisions of a law of the territory (including this Act) relating to the building or portion of the building.

Issued by: Anna Musgrove

Issued on: 16/02/2017

Delegate of the ACT Construction
Occupations Registrar.





Spence 17/45

DANGER

ASBESTOS
The building to which
this building approval relates
might
contain microscopic
loose asbestos fibres causing
fatal disease if breathed in.

APPROVAL DATE
6/02/2017

**CAPITAL
CERTIFIERS** PTY LTD
2015 154 401 239

BUILDING APPROVAL
issued under the s 28 of the
Building Act 2004

CAPITAL CERTIFIERS
PTY LTD
COLA LIC. 2012 818
ACN. 158 851 239

SL



Certificate of Occupancy and Use

Certificate No.: **B20181271C1**

Access Canberra Building Services

ABN 16 479 763 216
8 Darling Street Mitchell
GPO Box 158 ACT 2601
www.act.gov.au/accesscbr

This Certificate is issued in accordance with Section 69 (2) of the Building Act 2004.

The building work listed on this certificate has been completed substantially in accordance with the prescribed requirements and is considered fit for occupation and use.

Unit	Block	Section	Division (Suburb)	District	Jurisdiction
	17	45	SPENCE	BELCONNEN	Australian Capital Territory

Plans
B20181271/A
B20181271/B
B20181271/C

Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
1a(II)	New	DUAL OCCUPANCY	Residence	NA	1	B20181271N1	SCM BUILDING PTY LTD
10a	New	GARAGE		NA	1	B20181271N1	SCM BUILDING PTY LTD
10a	Other	SEE DESCRIPTION	Porch and Alfresco	NA	1	B20181271N1	SCM BUILDING PTY LTD
1a(II)	New	DUAL OCCUPANCY	Residence	NA	2	B20181271N1	SCM BUILDING PTY LTD
10a	New	GARAGE		NA	2	B20181271N1	SCM BUILDING PTY LTD
10a	Other	SEE DESCRIPTION	Porch and Alfresco	NA	2	B20181271N1	SCM BUILDING PTY LTD

Comments

Important Note:

--

1. Statutory warranties and statutory warranty insurance or a statutory warranty fidelity certificate apply in relation to some or all of the building work.

2. The issue of this certificate in respect of a building or a portion of a building does not affect the liability of a person or other entity to comply with the provisions of an ACT law, including the Building Act 2004, relating to the building or portion of the building.

Issued by: Renata Vave

Issued on: 17/06/2019

Delegate of the ACT Construction
Occupations Registrar.

AREA SCHEDULE:

UNIT 1	
LOWER LIVING	110.64m ²
UPPER LIVING	54.84m ²
GARAGE	35.73m ²
PORCH	3.73m ²
ALFRESCO	16.69m ²
TOTAL RESIDENCE	221.63m²

UNIT 2	
LOWER LIVING	110.64m ²
UPPER LIVING	54.84m ²
GARAGE	35.73m ²
PORCH	3.73m ²
ALFRESCO	16.69m ²
TOTAL RESIDENCE	221.63m²

BLOCK AREA	805.0m ²
POS UNIT 1	256.13m ²
POS UNIT 2	256.13m ²
TOTAL POS	512.26m²

PLOT RATIO UNIT 1	201.21m ²
PLOT RATIO UNIT 2	201.21m ²
TOTAL PLOT RATIO (MAX 50%)	49.99%

NO MATERIALS TO BE STORED ON THE VERGE DURING OR AFTER CONSTRUCTION

REGISTERED SURVEYOR TO SET OUT STRUCTURE & CONFIRM POSITIONS OF ALL RELEVANT BUILDING ENVELOPE SETBACKS & EASEMENTS PRIOR TO THE COMMENCEMENT OF WORKS

ALL STORMWATER DRAINAGE & SEWERAGE TO BE CONNECTED TO APPROPRIATE SERVICES IN ACCORDANCE WITH THE BCA & LOCAL AUTHORITIES

THE DEVELOPMENT WILL COMPLY WITH THE BEST PRACTICE GUIDELINES - PREVENT POLLUTION FROM RESIDENTIAL BUILDING SITES, MARCH 2006

THE DEVELOPMENT WILL COMPLY WITH THE ENVIRONMENT PROTECTION AUTHORITY, ENVIRONMENT PROTECTION GUIDELINES FOR CONSTRUCTION & LAND DEVELOPMENT IN THE ACT, AUGUST 2007

CERTIFICATES

A Clearance Certificate from a suitably qualified person will be required for each of the following components prior to the issue of the Certificate of Occupancy and Use:

Structural ☐ Survey ☒ Termite protection ☒
 Insulation ☒ Glazing ☒ Wet area sealing ☒
 Truss/Framing ☒



FINISHED FLOOR LEVELS

GARAGE	FFLG 678.164
LOWER RES.	FFL1 678.250
UPPER RES.	FFL2 681.100

50% OF THE POS TO BE RETAINED AS SOFT LANDSCAPING

* LIGHTING TO COMPLY WITH CLAUSE 3.12.5.5 OF THE BCA

* WATER HEATER IN A HOT WATER SUPPLY SYSTEM TO COMPLY WITH CLAUSE 3.12.5.6 OF THE BCA

GENERAL NOTES:

- ALL WORK TO BE COMPLETED IN ACCORDANCE WITH AS1742.3
- OPERATIONAL SITE HOURS - WEEKDAYS 7am-5pm WEEKENDS 8am-5pm
- TRAFFIC WARNING SIGNS TO BE PERMANENTLY POSITIONED FOR THE DURATION OF CONSTRUCTION
- TEMPORARY SIGNAGE TO BE VISIBLE TO ALL TRAFFIC BUT NOT TO OBSTRUCT LINES OF SIGHT
- PARKING NOT PERMITTED ON THE VERGE AT ANY STAGE OF CONSTRUCTION
- ALL CONSTRUCTION VEHICLES & DELIVERY VEHICLES TO PARK ONSITE
- SITE & VERGE FENCING TO BE ERECTED IN ACCORDANCE TO THE RELEVANT STANDARDS

VERGE MANAGEMENT NOTES:

INSTALL 1800mm CHAIN MESH FENCE SUPPORTED BY 2400mm TALL STAR STEEL POSTS AROUND VERGES & RETAINED VEGETATION

FENCING TO BE ERECTED ON COMMENCEMENT OF SITE WORKS & REMOVED AT TIME OF COMPLETION OF CONSTRUCTION. FENCE TO REMAIN IN PLACE THROUGHOUT THE LENGTH OF THE PROJECT EXCEPT WHERE APPROVED SERVICE INSTALLATION OCCURS

MAKE GOOD ANY DAMAGE TO EXISTING GRASS VERGES

NO CAR PARKING, EQUIPMENT, SITE SHEDS OR AMENITIES TO BE STORED ON THE VERGE

UNIT 1

ACT HOUSE ENERGY RATING SCHEME

145.8 MJ/m² 6.4 stars

12 / 07 / 2017

CANDICE VAN DUREN 05-0283

Candice Van Duren
First Rate Assessor

ACTPLA BUILDING ASSESSOR
LICENCE #2010545

BUILDING APPROVAL
Issued under s. 28 of the
Building Act 2004

Paul Thomas

Certifier Name

Lic. No. 2011390

1a(ii) & 10a

BCA Occupancy Class

N/A

BCA Type of Construction

Issue date: 9/4/2018

Paul Thomas
Certifier signature

UNIT 2

ACT HOUSE ENERGY RATING SCHEME

162.9 MJ/m² 6.0 stars

13 / 07 / 2017

CANDICE VAN DUREN 05-0283

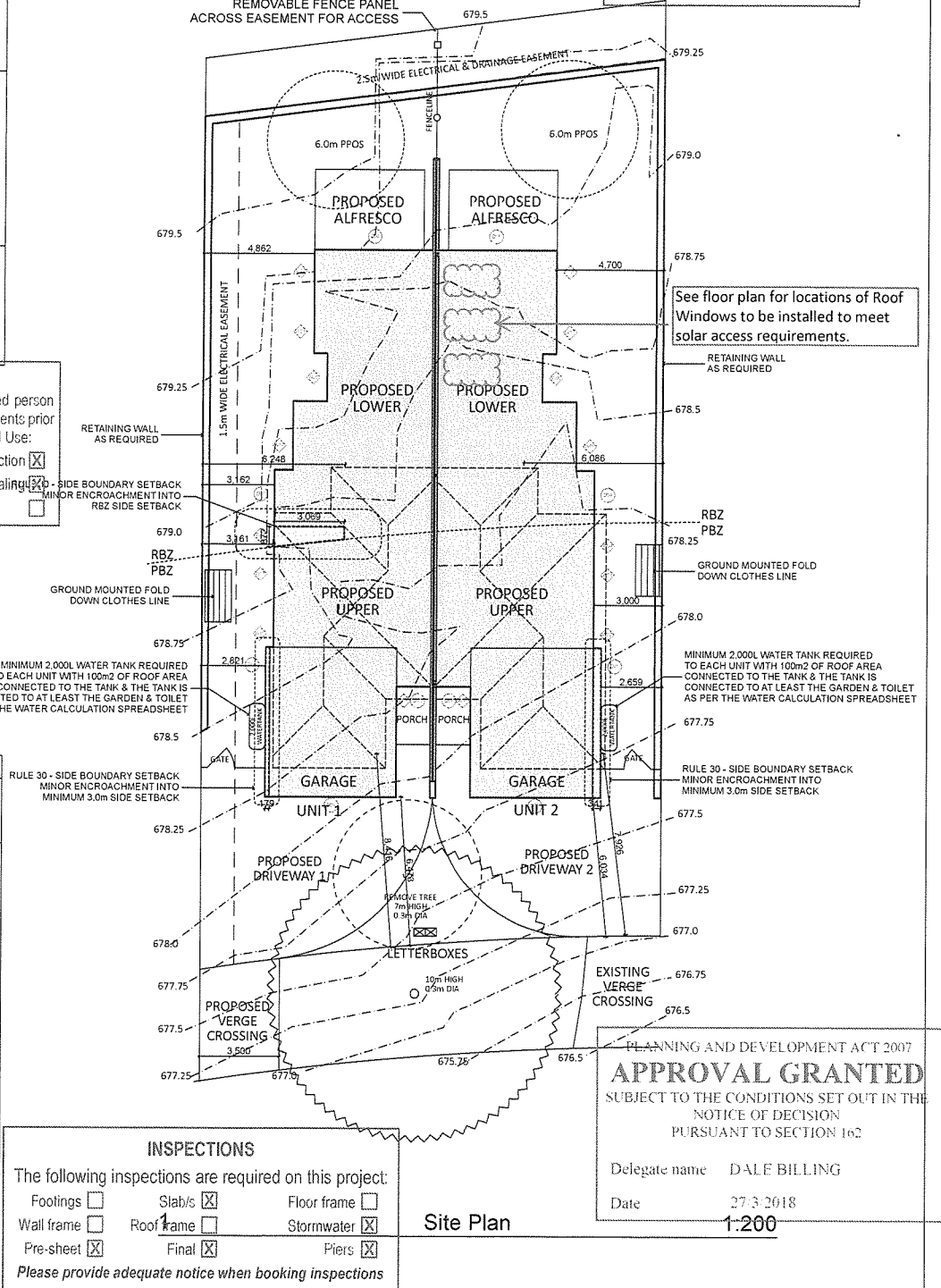
Candice Van Duren
First Rate Assessor

ACTPLA BUILDING ASSESSOR
LICENCE #2010545

SURVEY CERTIFICATE REQUIRED

Provide housing siting to the Certifier at hearer & joists or slab level before proceeding in accordance with s. 34 of the Building (General) Regulation 2008

REMOVABLE FENCE PANEL
ACROSS EASEMENT FOR ACCESS



INSPECTIONS

The following inspections are required on this project:

Footings ☐ Slabs ☒ Floor frame ☐
 Wall frame ☐ Roof frame ☐ Stormwater ☒
 Pre-sheet ☒ Final ☒ Piers ☒

Please provide adequate notice when booking inspections

Site Plan

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
SUBJECT TO THE CONDITIONS SET OUT IN THE
NOTICE OF DECISION
PURSUANT TO SECTION 162

Delegate name DALE BILLING

Date 27/3/2018

1:200

SUITE7 BUILDING DESIGN
0471 196 426
candice7@metraco.net.au

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LUKE & TANYA CHAMBERLAIN

DUAL OCCUPANCY

BLOCK 17, SECTION 45
16 HANCOCK STREET SPENCE ACT

Drawn by
Candice

Job Number
1117

Drawing Scale
1:200@A3

Drawing Name

Site Plan

Layout ID

A001

Issue

E

SHADOW DIAGRAMS - LOCATION CANBERRA
 LATITUDE - 35
 LONGITUDE - 149
 AUSTRALIAN EASTERN STANDARD TIME
 JUNE 21st

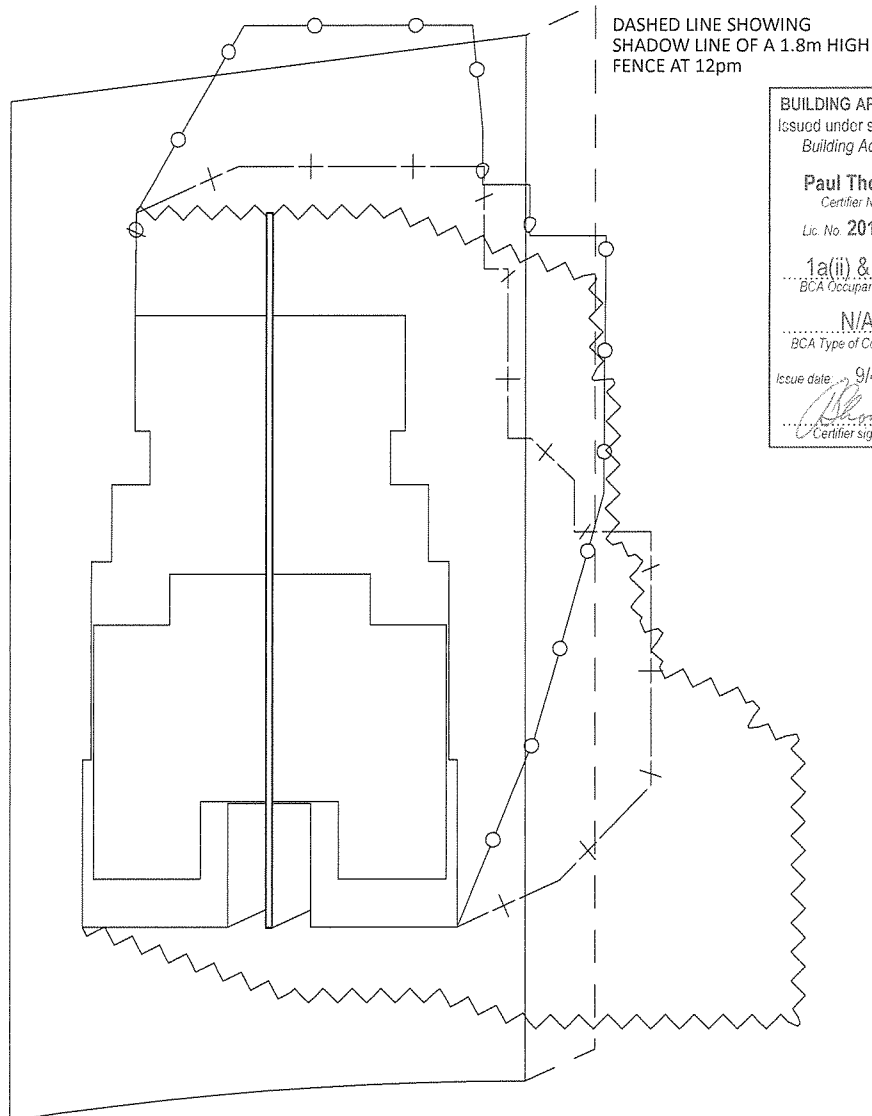
9am shown ZIG ZAG
 12pm shown TRACKS
 3pm shown CIRCLES

SHEET No. ...2... OF ...14...

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
 SUBJECT TO THE CONDITIONS SET OUT IN THE
 NOTICE OF DECISION
 PURSUANT TO SECTION 162

Delegate name DALE BILLING

Date 27.3.2018



DASHED LINE SHOWING
 SHADOW LINE OF A 1.8m HIGH
 FENCE AT 12pm

BUILDING APPROVAL
 Issued under s. 28 of the
 Building Act 2004

Paul Thomas
 Certifier Name

Lic. No. 2011390

1a(ii) & 10a
 BCA Occupancy Class

N/A
 BCA Type of Construction

Issue date 9/4/2018

Paul Thomas
 Certifier signature

1

Shadow Diagrams

1:200

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 24/1/19 426
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LUKE & TANYA CHAMBERLAIN
 DUAL OCCUPANCY
 BLOCK 17, SECTION 45
 16 HANCOCK STREET SPENCE ACT

Drawn by
 Candice
 Job Number
 1117
 Drawing Scale
 1:200@A3

Drawing Name
Shadow Diagrams
 Layout ID
A003
 Issue
E

VERGE MANAGEMENT NOTES:

INSTALL 1800mm CHAIN MESH FENCE SUPPORTED BY 2400mm TALL STAR STEEL POSTS AROUND VERGES & RETAINED VEGETATION

FENCING TO BE ERECTED ON COMMENCEMENT OF SITE WORKS & REMOVED AT TIME OF COMPLETION OF CONSTRUCTION. FENCE TO REMAIN IN PLACE THROUGHOUT THE LENGTH OF THE PROJECT EXCEPT WHERE APPROVED SERVICE INSTALLTION OCCURS

MAKE GOOD ANY DAMAGE TO EXISTING GRASS VERGES

NO CAR PARKING, EQUIPMENT, SITE SHEDS OR AMENITIES TO BE STORED ON THE VERGE

THE DEVELOPMENT WILL COMPLY WITH THE BEST PRACTICE GUIDELINES - PREVENT POLLUTION FROM RESIDENTIAL BUILDING SITES, MARCH 2006

THE DEVELOPMENT WILL COMPLY WITH THE ENVIRONMENT PROTECTION AUTHORITY ENVIRONMENT PROTECTION GUIDELINES FOR CONSTRUCTION & LAND DEVELOPMENT IN THE ACT, AUGUST 2007

NOTE: See condition B1.
for sediment and erosion
control requirements.

BUILDING APPROVAL
Issued under s. 28 of the
Building Act 2004

Paul Thomas
Certifier Name

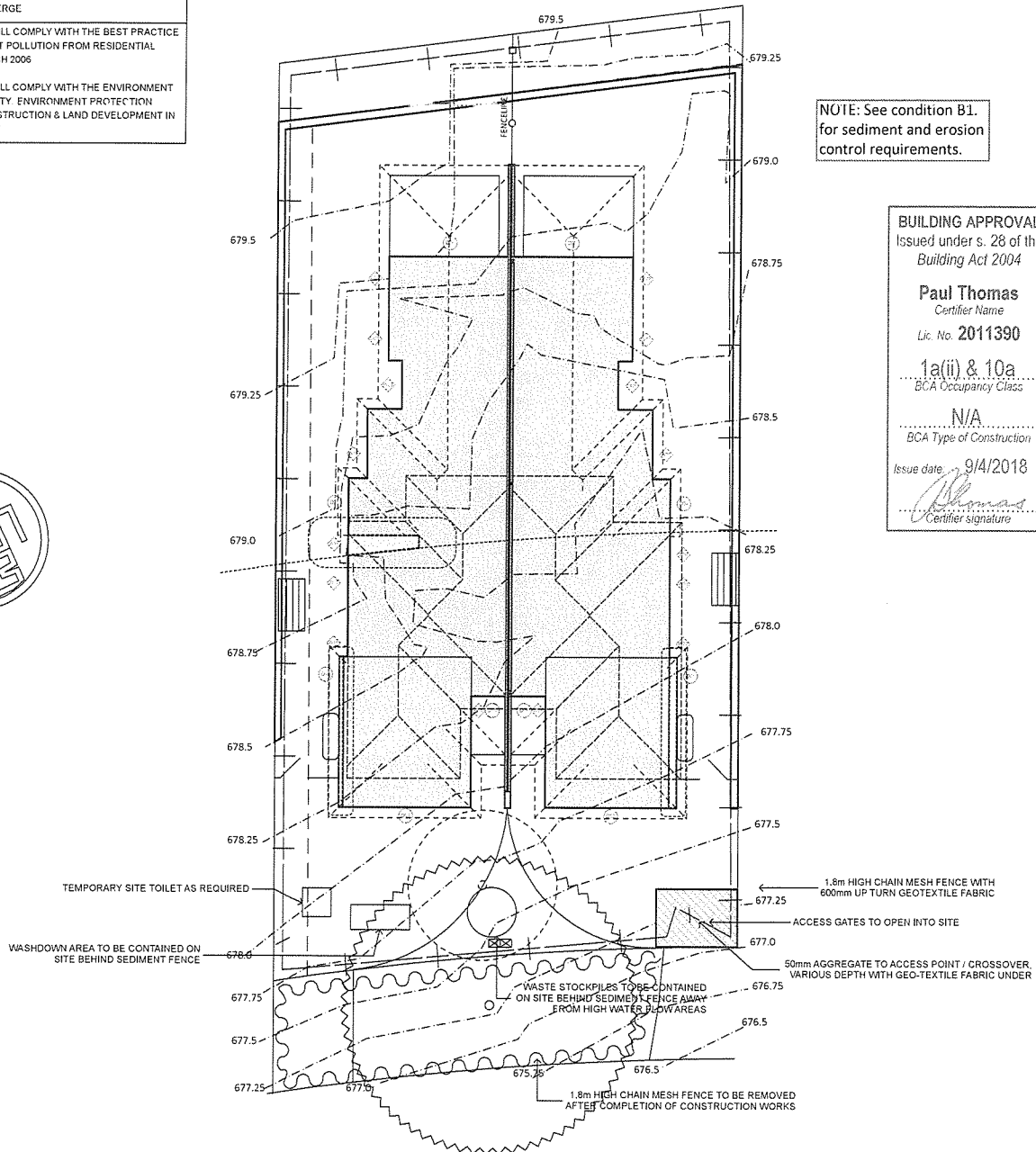
Lic. No. **2011390**

1a(ii) & 10a
BCA Occupancy Class

N/A
BCA Type of Construction

Issue date: **9/4/2018**

Paul Thomas
Certifier signature

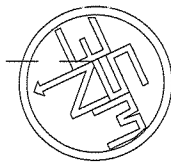


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 PURSUANT TO SECTION 162











Delegate name DALE BILLING

Date 27/3/2018

SHEET No. ...4... OF ...14...



LANDSCAPE SCHEDULE:

-  WATERTANK
-  GROUND MOUNTED CLOTHES LINE
-  BRICK LETTER BOXES
-  PLAIN BROOM FINISH CONCRETE DRIVEWAYS
-  RETAINING WALLS
-  STEPPING STONES
-  JAPANESE MAPLE TREE
-  MULCH
-  LOMANDRA (h x w) 60x65cm
-  HEBE GROUND COVER (h x w) 20x90cm

BUILDING APPROVAL
 Issued under s. 28 of the
 Building Act 2004

Paul Thomas

Certifier Name

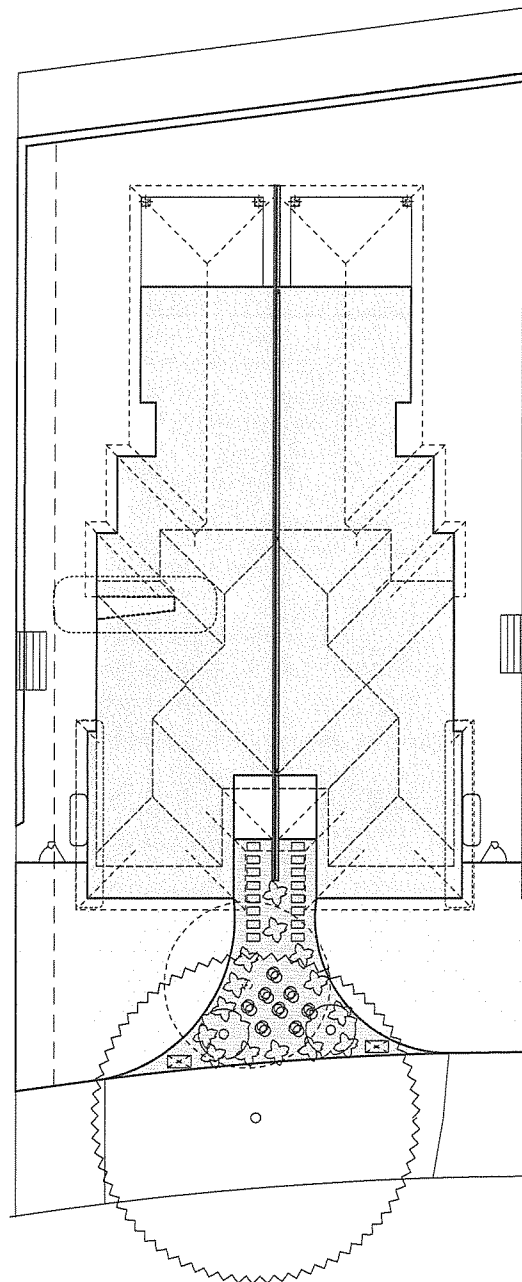
Lic. No. 2011390

1a(ii) & 10a
 BCA Occupancy Class

N/A
 BCA Type of Construction

Issue date: 9/4/2018

Paul Thomas
 Certifier signature



GLAZING & WINDOW FRAMES

Ensure that window glazing & window frames conform to that required by the Energy Rating Report (or Glazing Calculator if applicable)

The window provider is to certify that the U-Value & SHGC of new windows provided conform to that required by the Energy Rating Report (or Glazing Calculator)

SHEET No. ...5... OF ...14...

UNIT 1

ACT HOUSE ENERGY RATING SCHEME

145.8 MJ/m² 6.4 stars

12 / 07 / 2017

CANDICE VAN DUREN 05-0283

Candice van Duren
First Rate Assessor

ACTPLA BUILDING ASSESSOR
LICENCE #2010545

UNIT 2

ACT HOUSE ENERGY RATING SCHEME

162.9 MJ/m² 6.0 stars

13 / 07 / 2017

CANDICE VAN DUREN 05-0283

Candice van Duren
UNIT 2 - DOUBLE GLAZING
TO ALL WINDOWS - Rate Assessor
& SLIDING GLASS DOORS
ACTPLA BUILDING ASSESSOR
LICENCE #2010545

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
SUBJECT TO THE CONDITIONS SET OUT IN THE
NOTICE OF DECISION
PURSUANT TO SECTION 162

Delegate name DALE BILLING

Date 13/07/2018

BUILDING APPROVAL
Issued under s. 28 of the
Building Act 2004

Paul Thomas
Certifier Name

Lic. No. 2011390

1a(ii) & 10a
BCA Occupancy Class

N/A
BCA Type of Construction

Issue date: 9/4/2018

Paul Thomas
Certifier signature

RULE 30 - SIDE BOUNDARY SETBACK
MINOR ENCROACHMENT INTO
MINIMUM 3.0m SIDE SETBACK

RULE 30 - SIDE BOUNDARY SETBACK
MINOR ENCROACHMENT INTO
MINIMUM 3.0m SIDE SETBACK

1

0. Ground Floor

1:100

SMOKE ALARM

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LUKE & TANYA CHAMBERLAIN

DUAL OCCUPANCY

BLOCK 17, SECTION 45
16 HANCOCK STREET SPENCE ACT

Drawn by
Candice

Job Number
1117

Drawing Scale
1:100@A3

Drawing Name

Ground Floor Plan

Layout ID

A101

Issue

E

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
SUBJECT TO THE CONDITIONS SET OUT IN THE
NOTICE OF DECISION
PURSUANT TO SECTION 162

Delegate name DALE BILLING

Date 27/3-2018

SHEET No. ...6... OF ...14...

UNIT 1

ACT HOUSE ENERGY RATING SCHEME

145.8 MJ/m2 6.4 stars

12 / 07 / 2017

CANDICE VAN DUREN 05-0283

Candice Van Duren
First Rate Assessor

ACTPLA BUILDING ASSESSOR
LICENCE #2010545

BUILDING APPROVAL
Issued under s. 28 of the
Building Act 2004

Paul Thomas

Certifier Name

Lic. No. 2011390

1a(ii) & 10a
BCA Occupancy Class

N/A

BCA Type of Construction

Issue date: 9/4/2018

Paul Thomas
Certifier signature

UNIT 2

ACT HOUSE ENERGY RATING SCHEME

162.9 MJ/m2 6.0 stars

13 / 07 / 2017

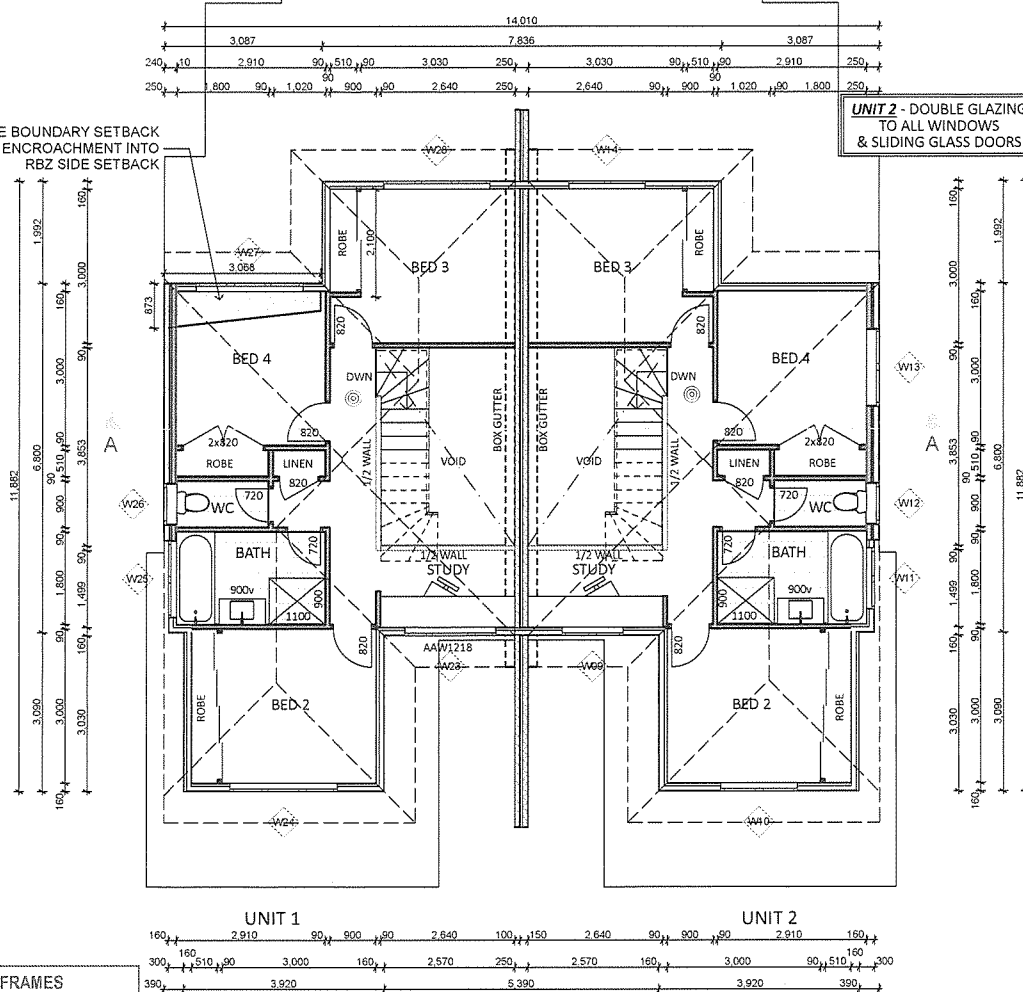
CANDICE VAN DUREN 05-0283

Candice Van Duren
First Rate Assessor

ACTPLA BUILDING ASSESSOR
LICENCE #2010545

RULE 30 - SIDE BOUNDARY SETBACK
MINOR ENCROACHMENT INTO
RBZ SIDE SETBACK

UNIT 2 - DOUBLE GLAZING
TO ALL WINDOWS
& SLIDING GLASS DOORS



GLAZING & WINDOW FRAMES

Ensure that window glazing & window frames conform to that required by the Energy Rating Report (or Glazing Calculator if applicable).
The window provider is to certify that the U-Value & SHGC of new windows provided conform to that required by the Energy Rating Report (or Glazing Calculator).

1

1. Upper Floor

1:100

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LUKE & TANYA CHAMBERLAIN

DUAL OCCUPANCY

BLOCK 17, SECTION 45
16 HANCOCK STREET SPENCE ACT

Drawn by
Candice

Job Number
1117

Drawing Scale
1:100@A3

Drawing Name

Upper Floor Plan

Layout ID

A102

Issue

E

Delegate name: DALLI, Bill
Date: 27/3/2018

PARTY WALL DETAILS TO
SUPPLIER SPECIFICATION
& CODE REGULATIONS

COLORBOND ROOFING @
18deg PITCH

**RULE 25 - BUILDING ENVELOPE
ENCROACHMENT**

SHEET No. 7 OF 14
LIMIT 1

ACT HOUSE ENERGY
RATING SCHEME

145.8 MJ/m² 6.4 stars

12 / 07 / 2017

CANDICE VAN DUREN 05-0283

First-Rate Assess

ACTPLA BUILDING ASSESSOR
LICENCE #2010545

UNIT 2

ACT HOUSE ENERGY RATING SCHEME

162.9 MJ/m² 6.0 stars

13 / 07 / 2017

CHOICE VAN DUREN OF
P. H. Duren

First-Rate Assessor

SUITE7 BUILDING DESIGN
ARCHITECTS

LUKE & TANYA CHAMBERLAIN
DUAL OCCUPANCY
BLOCK 17, SECTION 45
16 HANCOCK STREET SPENCE ACT

Drawing Name	
--------------	--

Elevations

Drawn by

Date 11/12/2017

Drawing Scale

1:100@A3

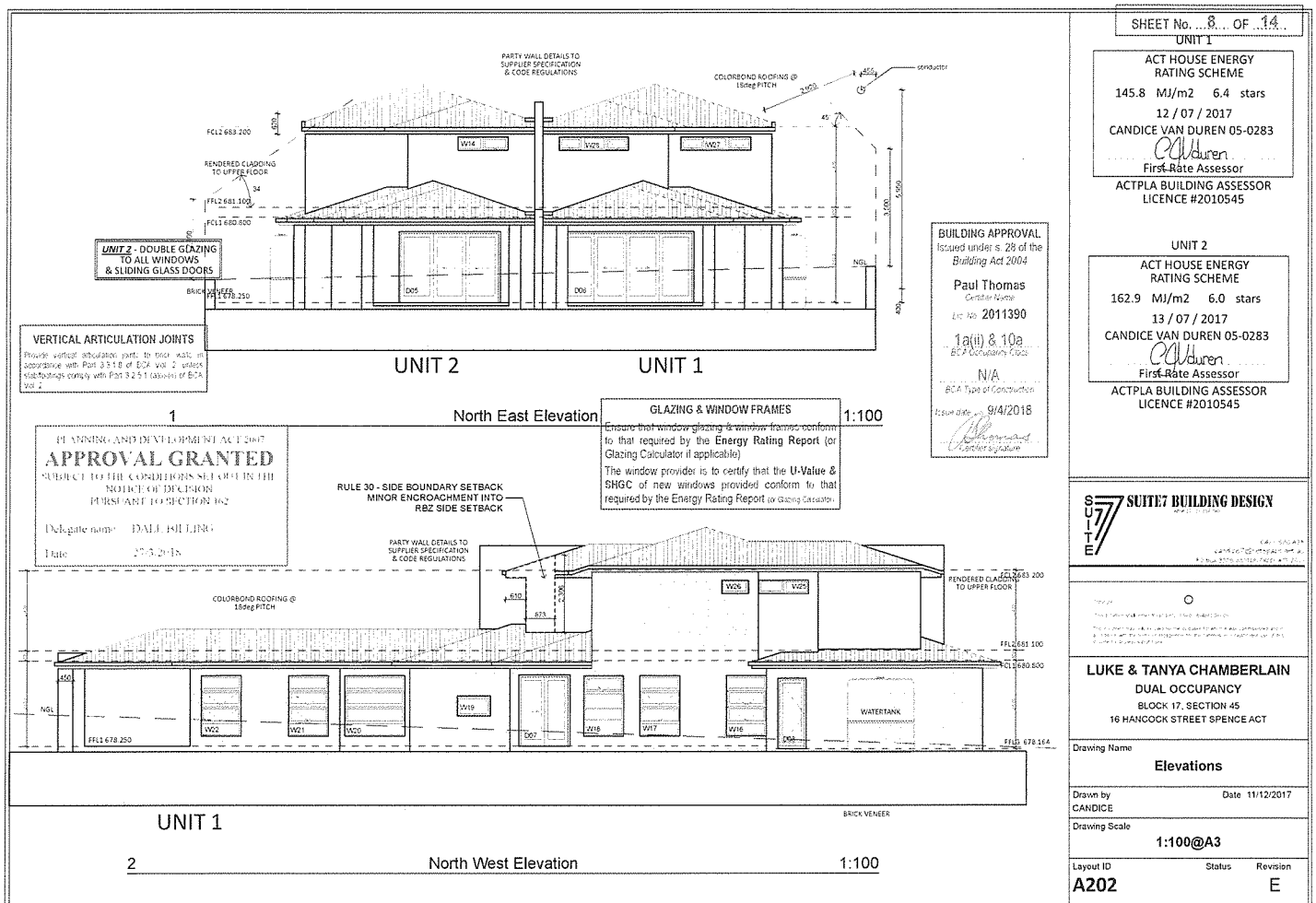
Layout ID

Status	Revision
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A201

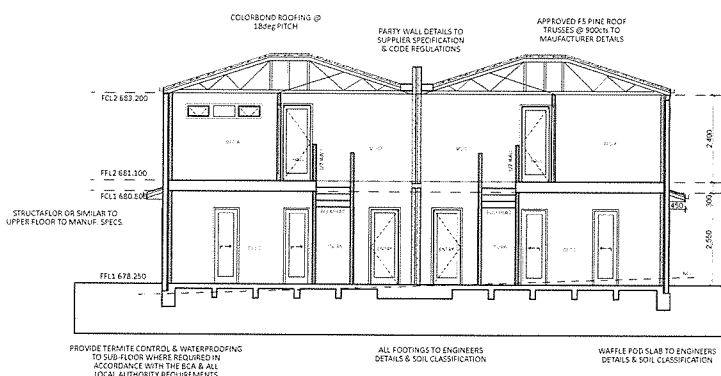
Revision: E

Page 59 of 88



PLANNING AND DEVELOPMENT ACT 2017
APPROVAL GRANTED
 SUBJECT TO THE CONDITIONS SET OUT IN THE
 NOTICE OF DECISION
 PURSUANT TO SECTION 162

Delegate name: DAI EPH LENG
 Date: 27/3/2018



BUILDING APPROVAL
 Issued under s. 78 of the
 Building Act 2004
 Paul Thomas
 Debar Name
 Lot No. 2011390
 1a(i) & 10a
 BCA Occupancy Class
 N/A
 BCA Type of Construction
 Issue date: 9/4/2018
 [Signature]

1 AA Building Section 1:100

Boral Partiwall® system

FRL 90/90/90 (System type S01P)

Assembly	System Reference	Nom Width (mm)	Stud Size (mm)	Pbd Weight (kg/m²)	Fire FRL Class	Acoustic Ratings A _w , A _c , C _w	Insulation	Total R Value (m²K/W)
NOTIFICATION								
	200mm Partiwall® system with 100mm Partiwall® insulation installed to each side of Studen Frames	250	70	12.4	90/90/90	44	100mm Partiwall®	4.75
		250	70		90/90/90	51	100mm Partiwall®	4.75
		250	70 or 90		90/90/90	51	100mm Partiwall®	4.75
		250	70 or 90		90/90/90	51	100mm Partiwall®	4.75



Insulation not shown for clarity

UNIT 2

ACT HOUSE ENERGY RATING SCHEME
 162.9 MJ/m² 6.0 stars
 13/07/2017
 CANDICE VAN DUREN 05-0283
 [Signature]
 First Rate Assessor
 ACTPLA BUILDING ASSESSOR
 LICENCE #2010545

NOTES SHEET No. 9 OF 14

- ALL VET AREA PICTURES TO OWNERS SPECIFICATIONS: CEMENT SHEET INTERNAL WALLS TO ALL VET AREAS
- ALL BEAMS, POSTS, COLUMNS & STRUCTURAL ELEMENTS AS PER ENGINEER DETAILS
- ALL TRUSSES, LIFTELS & CONNECTOR PLATES TO TRUSS MANUFACTURER SPECIFICATIONS
- NO WHITE OR OFF-WHITE METAL ROOF OR WALL COLOURS
- ALL EAVES TO BE 40mm OR 60mm UNLESS OTHERWISE STATED
- PROVIDE TERMITE CONTROL & WATERPROOFING TO SUB-FLOOR WHERE REQUIRED IN ACCORDANCE WITH THE BCA & ALL LOCAL AUTHORITY REQUIREMENTS
- ALL FOOTINGS TO ENGINEERS DETAILS & SOIL CLASSIFICATION
- APPROVED F5 PINE ROOF TRUSSES @ 900s TO MANUFACTURER DETAILS

MINIMUM EER REQUIREMENTS:

1. ALL EXTERNAL WALLS R2.5 + FOL
2. CEILING R5.9 + R2.1 PARTITION
3. GARAGE INTERNAL WALLS R2.5
4. CONCRETE WAFFLE POD SLAB R9
5. UPPER TIMBER FLOORS R2.5
6. SEALED SINGLE GLAZED ALUMINIUM IMPROVED WINDOWS & SLIDING GLASS DOORS TO UNIT 1
7. SEALED DOUBLE GLAZED ALUMINIUM IMPROVED WINDOWS & SLIDING GLASS DOORS TO UNIT 2
8. SEALED WINDOWS, EXTERNAL DOORS & EXHAUST FANS

SUITEZ BUILDING DESIGN
 [Signature]
 Suitez Building Design Pty Ltd
 1/100 HANCOCK STREET SPENCE ACT

Drawn by: O
 Date: 14/12/2017

LUKE & TANYA CHAMBERLAIN
 DUAL OCCUPANCY
 BLOCK 17, SECTION 45
 16 HANCOCK STREET SPENCE ACT

Drawing Name: Sections

Drawn by: CANDICE Date: 14/12/2017

Drawing Scale: 1:100@A3

Layout ID: A301 Status: Revision: E

PIERRE DRAGH

CONSULTING ENGINEERS

OFFICE

ADDRESS: 16 VICTORIA STREET, HALL, ACT, 2618
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BUILDING APPROVAL Issued under s. 28 of the Building Act 2004	
Paul Thomas <i>Certifier Name</i>	
Lic. No. 2011390	
1a(ii) & 10a <i>BCA Exemption Class</i>	
N/A <i>BCA Type of Construction</i>	
Issue date: 9/4/2018	
<i>Thomas</i> <i>Certifier Signature</i>	

SITE ADDRESS

BLOCK 17 SECTION 45
 SPENCE ACT

JOB DESCRIPTION

PROPOSED NEW DUAL OCCUPANCY

CLIENT:

LUKE & TANYA CHAMBERLAIN

DRAWING LIST

- S1 - GENERAL NOTES
- S2 - FOOTING & SLAB LAYOUT
- S3 - JOIST & BEAM LAYOUT
- S4 - ROOF BEAM LAYOUT

NOTE

IT IS THE RESPONSIBILITY OF THE CLIENT IN CONSULTATION WITH THEIR BUILDER TO CHECK AND VERIFY THE BUILDABILITY OF THE DESIGN AS PRESENTED AND REFER ANY CONCERNS BACK TO THE ENGINEER PRIOR TO CONSTRUCTION. THESE DRAWINGS ARE TO BE READ IN CONJUNCTION WITH THE PROJECT ARCHITECTURAL AND OTHER CONSULTANTS DRAWINGS AND SPECIFICATIONS.

APPROVED BY:

GENERAL NOTES:

- G.1 THESE DRAWINGS SHALL BE READ IN CONJUNCTION WITH ALL ARCHITECTURAL AND OTHER CONSULTANTS DRAWINGS AND SPECIFICATIONS AND WITH SUCH OTHER WRITTEN INSTRUCTIONS AS MAY BE ISSUED DURING THE COURSE OF THE CONTRACT. ALL DISCREPANCIES SHALL BE REFERRED TO THE ARCHITECT/ENGINEER FOR DECISION BEFORE PROCEEDING WITH THE WORK.
- G.2 ALL WORKMANSHIP AND MATERIAL SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CURRENT EDITIONS OF THE A.S. CODES AND THE BY-LAWS AND ORDINANCES OF THE RELEVANT BUILDING AUTHORITY.
- G.3 SETTING OUT DIMENSIONS SHOWN ON THE DRAWINGS SHALL BE VERIFIED BY THE BUILDER.
- G.4 DURING CONSTRUCTION THE STRUCTURE SHALL BE MAINTAINED A STABLE CONDITION AND NO PART SHALL BE OVERSTRESSED.
- G.5 ALL WORKMANSHIP AND MATERIAL SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CURRENT EDITIONS OF THE A.S. CODES AND THE BY-LAWS AND ORDINANCES OF THE RELEVANT BUILDING AUTHORITY.
- G.6 THE STRUCTURAL ELEMENTS SHOWN ON THE DRAWINGS HAVE BEEN DESIGNED IN ACCORDANCE WITH THE FOLLOWING CODES:
CONCRETE - A.S. 3600
STEEL - A.S. 2870
FOOTING - A.S. 4100 & A.S. 4600

FOUNDATIONS AND FOOTINGS:

- F.1 FOOTINGS HAVE BEEN DESIGNED FOR A UNIFORM BEARING PRESSURE (refer to sheet 2). FOUNDATION MATERIAL SHALL BE APPROVED FOR THIS PRESSURE BEFORE PLACING CONCRETE FOOTING.
- F.2 THE SITE IS CLASSIFIED IN ACCORDANCE WITH GEOTECHNICAL REPORT (refer to sheet 2). WE DISCLOSE THAT WE HAVE NOT VERIFIED THIS REPORT AND THAT WE RELY ON ITS FINDINGS.
- F.3 FOOTING SHALL BE PLACED CENTRALLY UNDER WALLS AND COLUMNS UNLESS OTHERWISE NOTED.
- F.4 ALL WORKMANSHIP & MATERIALS SHALL BE IN ACCORDANCE WITH A.S. 2870
- F.5 THE FOOTING DETAILS SHOWN ARE FOR THE SITE CLASSIFICATION STIPULATED. PDCE CONSULTING ENGINEERS TAKES NO RESPONSIBILITY FOR VARIATIONS WHICH MAY OCCUR DUE TO VARIATIONS IN SITE CONDITIONS.
- F.6 FILL USED IN THE CONSTRUCTION OF A SLAB EXCEPT WHERE THE SLAB IS SUSPENDED SHALL CONSIST OF A CONTROLLED FILL OR ROLLED FILL IN ACCORDANCE WITH A.S. 2870
A) ROLLED FILL CONSISTS OF MATERIAL COMPACTED IN LAYERS BY REPEATED ROLLING WITH AN EXCAVATOR. ROLLED FILL SHALL NOT EXCEED 600mm COMPACTED IN LAYERS NOT MORE THAN 300mm, FOR SAND MATERIAL OR 400mm COMPACTED IN LAYERS NOT MORE THAN 150mm FOR OTHERS MATERIAL.
B) CONTROLLED FILL SHALL CONSIST OF WELL GRADED SAND FILL UP TO 900mm DEEP, WELL COMPACTED IN NOT MORE THAN 300mm LAYERS BY VIBRATING PLATE OR VIBRATING ROLLER NON SAND FILL UP TO 400mm DEEP, WELL COMPACTED IN NOT MORE THAN 150 LAYERS BY A MECHANICAL ROLLER. CLAY FILL SHOULD BE MOIST DURING COMPACTION, THE DEPTHS OF FILL GIVEN ABOVE ARE DEPTHS MEASURED AFTER COMPACTION.FOR DEPTHS GREATER THAN THAT GIVEN ABOVE THE FILL SHALL BE SUBJECT TO CONTROL AND TESTING. IF TEST FAILS THEN PIERS ARE REQUIRED. CONTACT THIS OFFICE PRIOR TO FURTHER CONSTRUCTION.
EDGE BEAMS MAY BE FOUNDED ON CONTROLLED FILL. EDGE BEAMS SHALL NOT BE FOUNDED ON ROLLED FILL.
- F.7 TOP SOIL CONTAINING GRASS ROOTS OR OTHER ORGANIC MATERIAL SHALL BE REMOVED FROM THE AREA ON WHICH THE SLAB IS TO REST.
- F.8 IF ANY FOOTING IS LOCATED SUCH THAT A LINE DRAWN AT 45 DEGREES FOR CLAY AND 30 DEGREES FOR SAND FROM ITS BASE INTERSECTS A SERVICE TRENCH THEN PIERS ARE REQUIRED AS PER DETAIL BELOW.

BUILDING APPROVAL
Issued under s. 28 of the
Building Act 2004

Paul Thomas

Seal No. 2011390

1a(ii) & 10a

BCA Category Class

N/A

BCA Type of Construction

Issue date: 9/4/2018

CONCRETE WORK:

1. ALL WORKMANSHIP AND MATERIAL SHALL BE IN ACCORDANCE WITH A.S. 3600.

2. CONCRETE QUALITY SHALL BE AS TABULATED BELOW U.N.O. AND SHALL BE VERIFIED BY TESTS.

ELEMENT	SLUMP mm	MAX. SIZE AGG. mm	CEMENT TYPE	EXPOSURE CLASSIFIC.	CONCRETE GRADE	COVER mm
SLABS ON GROUND	100	20	A	A1	20N	20 TOP 30 BTM 40 EXTERNAL
FOOTINGS	100	20	A	A1	20N	40
SUSPENDED SLAB	80	20	A	A1	32N	30 TOP 20 BTM 40 EXTERNAL

3. ALL CONCRETE SHALL BE PLACED AND CURED IN ACCORDANCE WITH A.S. 3600.

4. WHERE CURING COMPOUNDS ARE USED IT MUST BE APPLIED AS FOLLOWS:
A) ONTO SLAB WITHIN 2HRS OF FINISHING OPERATION
B) ONTO WALLS AND COLUMNS IMMEDIATELY AFTER REMOVAL OF FORMWORK.

5. SIZES OF CONCRETE ELEMENTS DO NOT INCLUDE THICKNESS OF APPLIED FINISHES.

6. CONSTRUCTION JOINTS WHERE NOT SHOWN SHALL BE TO THE APPROVAL OF THE ENGINEER.

7. BEAM DEPTHS ARE WRITTEN FIRST AND INCLUDE SLAB THICKNESS, IF ANY.

8. HORIZONTAL FORMWORK SHALL BE STRIPPED WHEN APPROVED BY THE ENGINEER.

9. UNLESS NOTED OTHERWISE NO ALLOWANCE HAS BEEN MADE FOR STACKED MATERIALS OR MACHINERY ON THE CONCRETE STRUCTURE.

10. NO HOLES OR CHASES OTHER THAN THOSE SHOWN ON THE STRUCTURAL DRAWINGS SHALL BE MADE IN CONCRETE ELEMENTS WITHOUT THE PRIOR APPROVAL OF THE ENGINEER.

11. REINFORCEMENT IS REPRESENTED DIAGRAMMATICALLY, IT IS NOT NECESSARILY SHOWN IN TRUE PROJECTION.

12. SPLICES IN REINFORCEMENT MADE IN POSITIONS OTHER THAN SHOWN SHALL BE TO THE APPROVAL OF THE ENGINEER. WHERE THE LAP LENGTH IS NOT SHOWN IT SHALL BE SUFFICIENT TO DEVELOP THE FULL STRENGTH OF THE REINFORCEMENT.

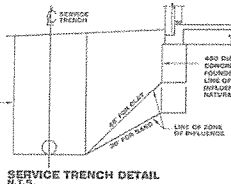
13. WELDING OF REINFORCEMENT SHALL NOT BE PERMITTED UNLESS SHOWN ON THE STRUCTURAL DRAWINGS.

14. PIPES OR CONDUITS SHALL NOT BE PLACED WITHIN THE CONCRETE COVER TO REINFORCEMENT WITHOUT THE APPROVAL OF THE ENGINEER.

15. ALL REINFORCING BARS SHALL COMPLY WITH A.S. 4671. ALL FABRIC SHALL COMPLY WITH A.S. 4671 AND SHALL BE SUPPLIED IN FLAT SHEETS.

16. REINFORCING SYMBOLS:
N - DENOTES GRADE D500 HIGH STRENGTH DEFORMED BARS TO A.S. 4671.
R - DENOTES GRADE R250 HOT ROLLED PLAIN BARS TO A.S. 4671.
SL - DENOTES HARD-DRAWN WIRE SQUARE REINFORCING FABRIC TO A.S. 4671.
RL - DENOTES HARD-DRAWN WIRE RECTANGULAR REINFORCING FABRIC TO A.S. 4671.
THE NUMBER IMMEDIATELY FOLLOWING THESE SYMBOLS IS THE BAR DIAMETER IN MILLIMETRES.

17. FABRIC REINFORCEMENT TO BE LAPPED ONE MESH PLUS 30mm. LAPS IN POSITIONS OF MAXIMUM MOMENT ARE NOT PERMITTED.



SERVICE TRENCH DETAIL N.T.S.

SHEET No. 11 OF 14

- C.17 ALL REINFORCEMENT SHALL BE FIRMLY SUPPORTED ON INSULATED STEEL, PLASTIC OR CONCRETE CHAIRS GENERALLY AT NOT GREATER THAN 600 CENTERS BOTH WAYS. RODS SHALL BE TIED AT ALTERNATE INTERSECTIONS.
- C.18 ALL TENSILE REINFORCEMENT TO BE LAPPED AS SHOWN (N.A.S.):

REINF. BAR	N12	N16	N20	N24
LAP LENGTH mm	500	600	700	800

DRAINAGE NOTES:

- D.1 ALL WORKMANSHIP & MATERIALS SHALL BE IN ACCORDANCE WITH A.S. 2670
- D.2 DRAINAGE SHALL BE CONSTRUCTED TO AVOID WATER PONDING AGAINST OR NEAR THE FOOTING. THE GROUND IN THE IMMEDIATE VICINITY OF THE PERIMETER FOOTING, INCLUDING THE GROUND UPHILL FROM THE SLAB ON CUT-AND-FILL SITES, SHALL BE GRADED TO FALL 50mm MINIMUM AWAY FROM THE FOOTING OVER A DISTANCE OF 1m. SURFACE OR SUBSURFACE DRAINS SHALL BE USED TO CHANNEL WATER AWAY AND CONNECTED TO STORM WATER SYSTEM. ANY PAVING SHALL ALSO BE SUITABLY SLOPED
- D.3 PLUMBING TRENCHES SHALL BE SLOPED AWAY FROM THE HOUSE AND SHALL BE BACKFILLED WITH CLAY IN THE TOP 300mm WITHIN 1.5m OF THE HOUSE. THE CLAY USED FOR BACKFILLING SHALL BE COMPACTED. WHERE PIPES PASS UNDER THE FOOTING, SYSTEM, THE TRENCH SHALL BE BACKFILLED WITH CLAY OR CONCRETE TO RESTRICT THE INGRESS OF WATER BENEATH THE FOOTING SYSTEM.
- D.4 EXCAVATIONS NEAR THE EDGE OF THE FOOTING SYSTEM SHALL BE BACKFILLED IN SUCH A WAY AS TO PREVENT ACCESS OF WATER TO THE FOUNDATION. FOR EXAMPLE, EXCAVATIONS SHOULD BE BACKFILLED ABOVE OR ADJACENT TO THE FOOTING, WITH MOIST CLAY COMPACTED BY HAND-RODDING OR TAMPING. POROUS MATERIAL SUCH AS SAND, GRAVEL OR BUILDING RUBBLE SHOULD NOT BE USED.
- D.5 WATER RUN-OFF SHALL BE COLLECTED AND CHANNELLED AWAY FROM THE HOUSE DURING CONSTRUCTION.
- D.6 PENETRATIONS OF THE EDGE BEAMS AND FOOTING BEAMS ARE TO BE AVOIDED, BUT WHERE NECESSARY SHALL BE SLOVED TO ALLOW FOR MOVEMENT.
- D.7 CONNECTION OF STORMWATER DRAINS AND WASTE DRAINS SHALL INCLUDE FLEXIBLE CONNECTION.

STRUCTURAL STEEL:

- S.1 ALL WORKMANSHIP & MATERIALS SHALL BE IN ACCORDANCE WITH A.S. 4100 EXCEPT WHERE VARYED BY THE CONTRACT DOCUMENTS.
- S.2 UNLESS OTHERWISE NOTED, ALL STEEL SHALL BE IN ACCORDANCE WITH:
A.S. 3679.1 GRADE 300 FOR ROLLED SECTIONS.
A.S. 1163 GRADE 350 FOR RHS SECTIONS.
A.S. 1163 GRADE 350 FOR CHS SECTIONS.
A.S. 3378 GRADE 350 FOR ALL PLATE.
A.S. 3679.1 GRADE 350 FOR ALL FLAT.
A.S. 1397 GRADE 450 FOR 1.0, 1.0, 2.0 AND 3.0 BMT OF COLD-FORMED STEEL SECTIONS.
- S.3 UNLESS NOTED OTHERWISE ALL WELDS SHALL BE 6mm CONTINUOUS FILLET WELDS AND ALL GUSSET PLATES SHALL BE 10mm THICK.
- S.4 BUTT WELDS WHERE INDICATED IN THE DRAWINGS ARE TO BE COMPLETE PENETRATION BUTT WELDS AS DEFINED IN A.S. 1554.
- S.5 UNLESS OTHERWISE SHOWN ALL BOLTS SHALL BE 16mm DIA HIGH STRENGTH (H.S.) BOLTS SHALL CONFORM TO A.S. 1252 AND SHALL BE INSTALLED IN ACCORDANCE WITH A.S. 4100 AS DIRECTED BY THE ENGINEER.
- S.6 UNLESS NOTED OTHERWISE ALL BEAMS TO BE SUPPORTED ON BRICKWORK/ENGAGED BRICK PIERS (100mm BRICK BEARING REQUIRED) PLACE INCOMPRESSIBLE PACKING AS REQUIRED UNDER THE ENDS OF THE BEAM TO ENSURE EVEN BEARING ON BRICKWORK.
- S.7 UNLESS NOTED OTHERWISE PROTECTIVE COATINGS FOR STEELWORK SHALL BE AS TABULATED BELOW AND IN ACCORDANCE WITH THE CURRENT EDITION OF THE BSA.

ENVIRONMENT (EXPOSURE CLASSIFICATION AS PER BCA)	GENERAL STRUCTURAL MEMBERS (NOT BUILT INTO MASONRY OR CONCRETE)		LIFELINES (BUILT INTO MASONRY OR CONCRETE)
	INTERNAL	EXTERNAL	
VERY LOW	R0		
LOW	R0	R1	R2
MEDIUM	R0	R2	R3
HIGH	R1	R3	R4
VERY HIGH	R1	R4	R5

PROTECTIVE COATING SPECIFICATION TO A.S. 2699.3

NO.	REVISION DETAILS	DATE	NAME

PIERRE DRAGH
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PROJECT:
BLOCK 17 SECTION 45
SPENCE ACT
CLIENT:
LUKE & TANYA CHAMBERLAIN
Page 63 of 88

GENERAL NOTES

Job No.	Rev.

SCALE: 1:100
DATE: 17.10.17
DESIGNED: KZ
DRAWN: PZL
CHECKED: PD

Page No. 51

SLAB DESIGN SUMMARY

BOX HEIGHT (mm)	225 & 150
SLAB THICKNESS (mm)	100 / 50
OVERALL DEPTH (mm)	325 / 240
BOX SIZE (mm)	1050 X 1050
SLAB REINFORCEMENT	SL82
110mm INTERNAL RIB REINFORCEMENT	1N12 8TH OR EQUIVALENT
300 INTERNAL BEAM REINFORCEMENT	3N12 8TH OR EQUIVALENT
110mm EXTERNAL EDGE BEAM REINFORCEMENT	1N12 8TH & 1N12 10P OR EQUIVALENT
300mm EXTERNAL EDGE BEAM REINFORCEMENT	3N12 8TH OR EQUIVALENT

REINFORCEMENT FOR BEAMS WHERE WIDTH EXCEEDS 301mm		
WIDTH (mm)	TOP	BOTTOM
301-370	1N12 OR EQUIV	3N12 OR EQUIV
371-450	2N12 OR EQUIV	4N12 OR EQUIV
451-500	3N12 OR EQUIV	5N12 OR EQUIV

PIER DESIGN SUMMARY (u.r.d.)

PIER DESIGN PARAMETERS (mm)	
MEMBER	PIER SPACING (mm)
EDGE BEAMS	2400
INTERNAL & STEP BEAMS	2400x2400 GRID
INTERNAL RIB	2400x2400 GRID
FOUNDATIONS: PIER Ø (mm) SOCKET LENGTH (mm)	
STIFF CLAY	450 500
SHALE	400 500
ROCK	200 100

FOOTING DESIGN SUMMARY

FOOTING TYPE	DEPTH (mm)	REINFORCEMENT
TYPE A	600	3-11TH TOP & 8TH WITH RS THIS IS 900 CTS
TYPE B	500	4-11TH TOP & 8TH WITH RS THIS IS 900 CTS
PAD P1	600	NONE (MASS CONCRETE)

FOUNDATION DESIGN SUMMARY

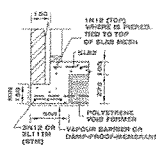
SITE CLASSIFICATION	M
SAFE BEARING CAPACITIES (KN/L)	SLAB & FOOTINGS PIERS
	100 kPa 4500 with a 500 accreted into natural material (stiff clay) is with a min capacity of 250 kPa
GEOTECHNICAL REP.	

WAFFLE SLAB PLAN

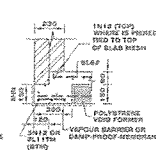
"M" CLASS

LEGEND

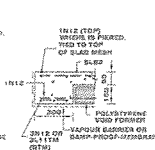
- 1 STANDARD 1050X1050 POD
- 3N12 OR 3L11TH, 2000mm LONG, TIED TO TOP OF SLAB MESH
- 300mm DIA CONCRETE PIERS TO MIN 500mm INTO NATURAL GROUND
- DENOTES STARTING POINT FOR POD LAYOUT
- DENOTES STARTING POINT FOR POD LAYOUT
- R1: 1N12 (TOP) OVER PIERS TIED TO TOP OF SLAB MESH



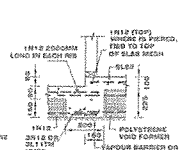
BEARING ONTO NATURAL STRATA OR PIERCESS (NOTES)
STANDARD EDGE BEAM EB1
SECTION A
SCALE = 1:20



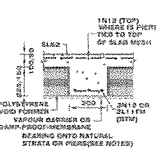
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STANDARD EDGE BEAM EB2
SECTION B
SCALE = 1:20



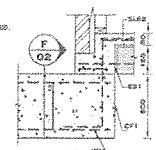
BEARING ONTO NATURAL STRATA OR PIERCESS (NOTES)
STANDARD EDGE BEAM EB3
SECTION C
SCALE = 1:20



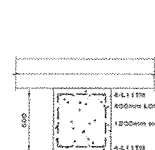
BEARING ONTO NATURAL STRATA OR PIERCESS (NOTES)
STANDARD EDGE BEAM EB4
SECTION D
SCALE = 1:20



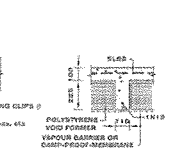
BEARING ONTO NATURAL STRATA OR PIERCESS (NOTES)
STANDARD SLAB THICKENING
SECTION E
SCALE = 1:20



2N12 BARS @ 450mm MAX (300mm LONG LEGS)
CF1 TYPICAL CANTILEVERED FOOTING
SECTION F
SCALE = 1:20



4-11TH
1200mm LONG CLIPS @ 1200mm MAX, ETC.
CF1 TYPICAL
SECTION G
SCALE = 1:20



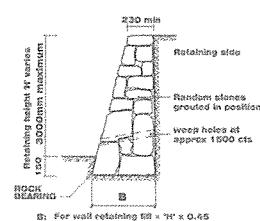
1N12 (TOP)
3N12 (BOT)
STANDARD INTERNAL RIB (GARAGE SIMILAR)
SECTION H
SCALE = 1:20

BUILDING APPROVAL
Issued under s 28 of the
Building Act 2004

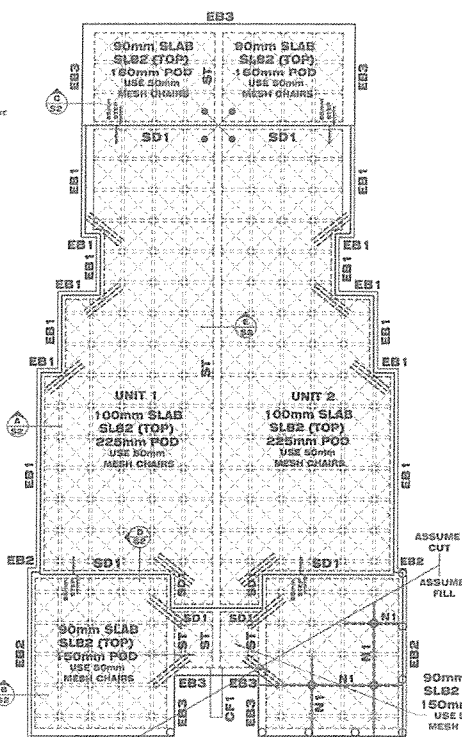
Paul Thomas
Certified Name
Lic No 2011390

1a(ii) & 10a
B/A Occupancy Class

N/A
ECA Type of Construction
Issue Date 9/4/2016
Certified Signature



230 mm
Random stones
grouted in position
Weep holes at
approx 1500 cts
SRW TYPICAL STONE RETAINING WALL
SECTION I
SCALE = 1:20



FOOTING & SLAB LAYOUT
SCALE = 1:100

NO.	REVISION DETAILS	DATE	NAME
1	DESCRIPTION		
2			
3			
4			
5			

PIERRE DRAGH
CONSULTING ENGINEERS

OFFICE:
16 VICTORIA
STREET, HALL,
SOT, 2016

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PROJECT
BLOCK 17 SECTION 45
SPENCE ACT

CLIENT
LUKE & TANYA CHAMBERLAIN
Page 64 of 88

DRAWING
FOOTING & SLAB LAYOUT

Job No.
SCALE: DATE
1:100 12/10/17
DESIGNED BY
DRAWN BY
CHECKED BY
S2

MEMBER SCHEDULE

MARK	SIZE	REMARKS
SB1	310 UB 32 @ JOISTS LEVEL	
SB2	250X200X10	T- SECTION
TB1	2X300X45 LVL @ JOISTS LEVEL	
TB2	300X45 LVL @ JOISTS LEVEL	
TB3	200X45 LVL LINTEL	
TB4	300X45 LVL LINTEL	
SC1	89X89X6 SHS	
TP	MIN 100X100 DESIGN PINE ON STIRRUP TO MANU. SPEC.	
DS	2/90x45	DOUBLE STUD
JOISTS	FLOOR TRUSSES TO MANU. SPEC.	

BUILDING APPROVAL
Issued under s. 28 of the
Building Act 2004

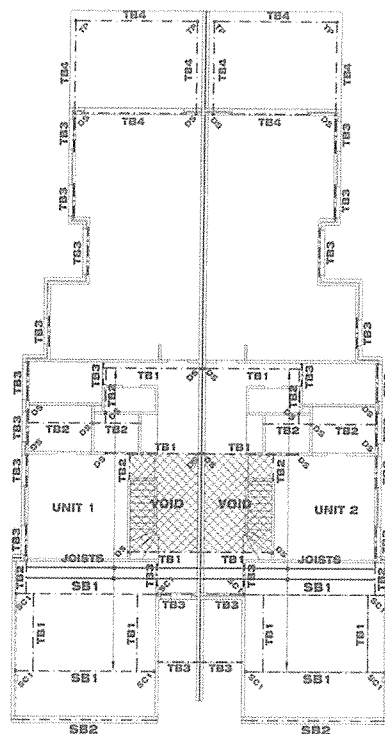
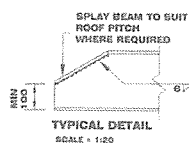
Paul Thomas
Contract Name
Lic No. 2011390

1a(ii) & 10a
BCA Occupancy Class

N/A
BCA Type of Construction

Issue date: 9/4/2018

Paul Thomas
Contract Signature



REVISION DETAILS			
NO.	DESCRIPTION	DATE	NAME

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PROJECT
BLOCK 17 SECTION 45
SPENCE ACT

CLIENT
LUKE & TANYA CHAMBERLAIN

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DRAWING
JOIST & BEAM LAYOUT

Job No. Rev.

SCALE: DATE:
1:100 17/10/17

DESIGNED: HT
DRAWN: PPD
CHECKED: PD

Page No. **S3**

BUILDING APPROVAL
 Issued under s. 28 of the
 Building Act 2004

Paul Thomas
 Certifier Name

LIC No. 2011390

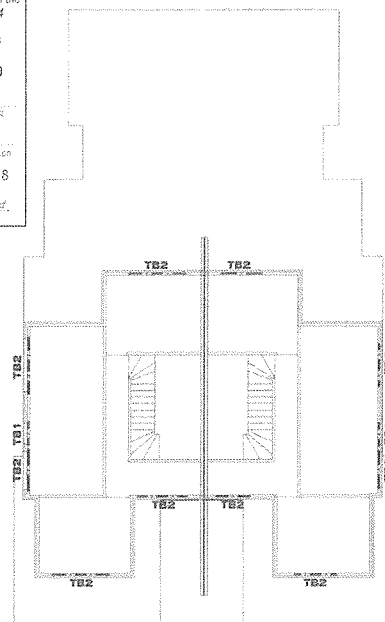
1a(ii) & 10a
 BCA Occupancy Class

N/A
 BCA Type of Construction

Issue date: 9/4/2018

Paul Thomas
 Certifier Signature

MEMBER SCHEDULE		
MARK	SIZE	REMARKS
TB1	90X45 LVL	—
TB2	200X45 LVL	—



ROOF BEAM LAYOUT
 SCALE = 1 : 100

REVISION DETAILS				PROJECT	DRAWING	Job No.	Rev.
NO.	DESCRIPTION	DATE	NAME				
				BLOCK 17 SECTION 45 SPENCE ACT	ROOF BEAM LAYOUT	SCALE: DATE: 1:100 12/10/17	Orig No.
				CLIENT LUKE & TANYA CHAMBERLAIN		DESIGNED: PC	S4
				Page 66 of 68		DRAWN: AFZAL	
						CHECKED: PC	

PIERRE DRAGH
 CONSULTING ENGINEERS

OFFICE:
 16 VICTORIA
 STREET, HALL,
 ACT, 2611 8

PH : 0439 629 440 Web: www.pdragh.com.au
 FAX : (02) 6290 9965 email: pdragh@bigpond.com

UNIT 1

ACT HOUSE ENERGY
RATING SCHEME145.8 MJ/m² 6.4 stars
12 / 07 / 2017

CANDICE VAN DUREN 05-0283

C. Van Duren
First Rate AssessorACTPLA BUILDING ASSESSOR
LICENCE #2010545

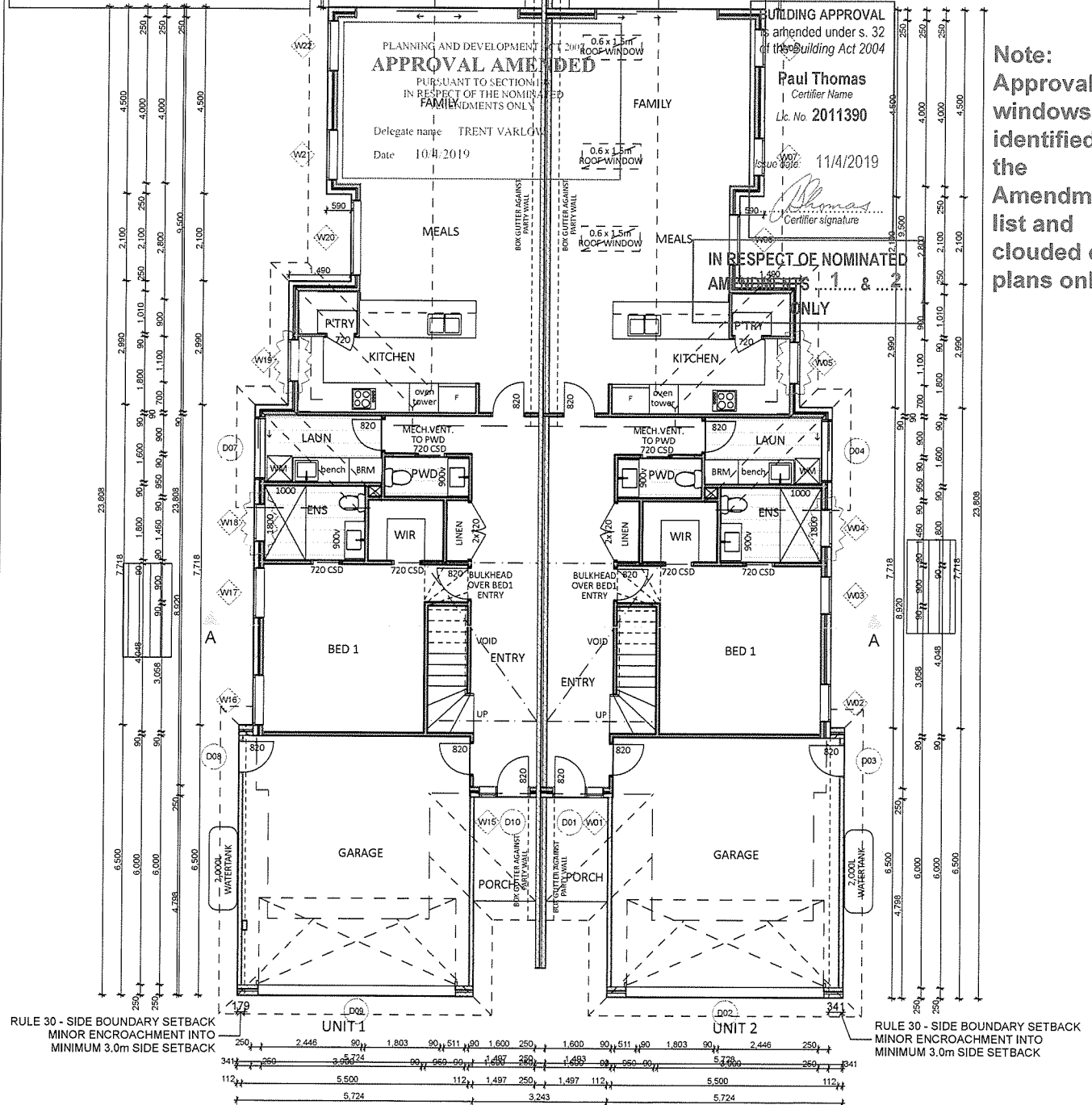
AMENDMENTS LIST

- ISSUE DESCRIPTION
- G 1. CHANGES TO WINDOWS: UNIT 1 - W16 900x450 OPENING
W15 1000x500 (1x1x1)
UNIT 2 - W04 900x450 OPENING
W05 1000x500 FIXED
2. UNIT 1 - W27 MOVED TO THE NORTH WALL

SHEET No.1... OF 6....

UNIT 2 - DOUBLE GLAZING
TO ALL WINDOWS
& SLIDING GLASS DOORS

UNIT 2

ACT HOUSE ENERGY
RATING SCHEME162.9 MJ/m² 6.0 stars
13 / 07 / 2017
CANDICE VAN DUREN 05-0283*C. Van Duren*
First Rate AssessorACTPLA BUILDING ASSESSOR
LICENCE #2010545

Note: Approval for windows identified in the Amendments list and clouded on plans only

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL AMENDED

PURSUANT TO SECTION 198
IN RESPECT OF THE NOMINATED
AMENDMENTS ONLY

Delegate name TRENT VARLOW

Date 10/4/2019

SHEET No. ...2... OF ...6...

UNIT 2

UNIT 1

ACT HOUSE ENERGY
RATING SCHEME

145.8 MJ/m2 6.4 stars

12 / 07 / 2017

CANDICE VAN DUREN 05-0283

First Rate Assessor

ACTPLA BUILDING ASSESSOR
LICENCE #2010545

BUILDING APPROVAL
Is amended under s. 32
of the Building Act 2004

Paul Thomas

Certifier Name

Lic. No. 2011390

Issue date: 11/4/2019

Certifier signature

IN RESPECT OF NOMINATED
AMENDMENTS ...1... & ...2...
ONLY

ACT HOUSE ENERGY
RATING SCHEME

162.9 MJ/m2 6.0 stars

13 / 07 / 2017

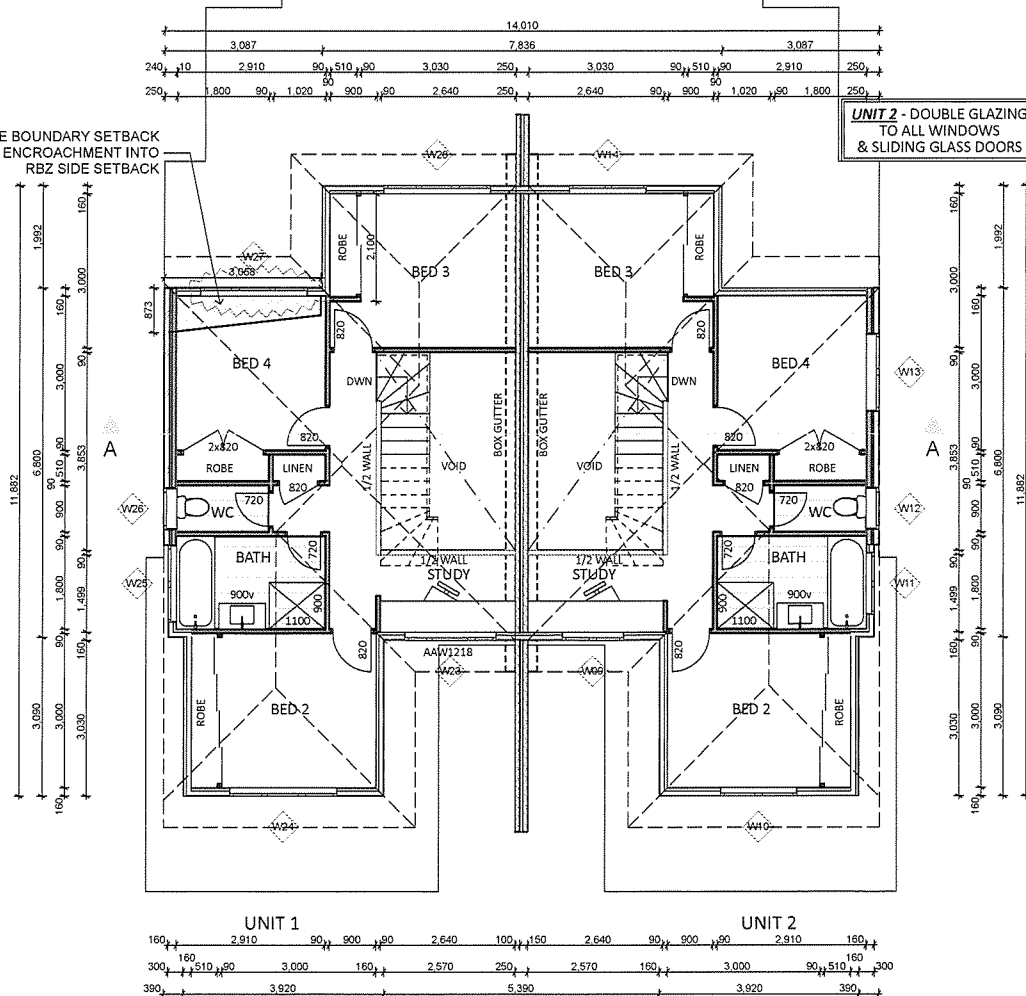
CANDICE VAN DUREN 05-0283

First Rate Assessor

ACTPLA BUILDING ASSESSOR
LICENCE #2010545

RULE 30 - SIDE BOUNDARY SETBACK
MINOR ENCROACHMENT INTO
RBZ SIDE SETBACK

UNIT 2 - DOUBLE GLAZING
TO ALL WINDOWS
& SLIDING GLASS DOORS



1

1. Upper Floor

1:100

AMENDMENTS LIST

ISSUE DESCRIPTION
G 1. CHANGES TO WINDOWS: UNIT 1 - W18 900x450 OPENING
- W19 1000x500 FIXED
UNIT 2 - W04 900x450 OPENING
- W05 1000x500 FIXED
2. UNIT 1 - W27 MOVED TO THE NORTH WALL

SUITE7 BUILDING DESIGN
ARCHITECTS
0421 506 434
candice.v@suite7.net.au

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LUKE & TANYA CHAMBERLAIN

DUAL OCCUPANCY

BLOCK 17, SECTION 45
16 HANCOCK STREET SPENCE ACT

Drawn by
Candice

Job Number
1117

Drawing Scale
1:100@A3

Drawing Name

Upper Floor Plan

Layout ID

A102

Issue

G

Note: Approval for windows identified in the Amendments list and clouded on plans only

BUILDING APPROVAL
Is amended under s 32
of the Building Act 2004

Paul Thomas
Candice Van Duren
Lic No 2011390

Issue date 11/4/2019

Paul Thomas
Candice Van Duren

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL AMENDED
PERMIT TO SECTION 198
IN RESPECT OF THE NOMINATED
AMENDMENTS ONLY

Delegate name TIGENT VAKLOW
Date 10/4/2019

RULE 25 - BUILDING ENVELOPE
ENCROACHMENT

RULE 30 - SIDE BOUNDARY SETBACK
MINOR ENCROACHMENT INTO
MINIMUM 3.0m SIDE SETBACK

RULE 25 - BUILDING ENVELOPE
ENCROACHMENT

RULE 30 - SIDE BOUNDARY SETBACK
MINOR ENCROACHMENT INTO
MINIMUM 3.0m SIDE SETBACK

RULE 25 - BUILDING ENVELOPE
ENCROACHMENT

RULE 30 - SIDE BOUNDARY SETBACK
MINOR ENCROACHMENT INTO
MINIMUM 3.0m SIDE SETBACK

RULE 25 - BUILDING ENVELOPE
ENCROACHMENT

RULE 30 - SIDE BOUNDARY SETBACK
MINOR ENCROACHMENT INTO
MINIMUM 3.0m SIDE SETBACK

RULE 25 - BUILDING ENVELOPE
ENCROACHMENT

RULE 30 - SIDE BOUNDARY SETBACK
MINOR ENCROACHMENT INTO
MINIMUM 3.0m SIDE SETBACK

RULE 25 - BUILDING ENVELOPE
ENCROACHMENT

RULE 30 - SIDE BOUNDARY SETBACK
MINOR ENCROACHMENT INTO
MINIMUM 3.0m SIDE SETBACK

RULE 25 - BUILDING ENVELOPE
ENCROACHMENT

RULE 30 - SIDE BOUNDARY SETBACK
MINOR ENCROACHMENT INTO
MINIMUM 3.0m SIDE SETBACK

RULE 25 - BUILDING ENVELOPE
ENCROACHMENT

RULE 30 - SIDE BOUNDARY SETBACK
MINOR ENCROACHMENT INTO
MINIMUM 3.0m SIDE SETBACK

RULE 25 - BUILDING ENVELOPE
ENCROACHMENT

RULE 30 - SIDE BOUNDARY SETBACK
MINOR ENCROACHMENT INTO
MINIMUM 3.0m SIDE SETBACK

RULE 25 - BUILDING ENVELOPE
ENCROACHMENT

RULE 30 - SIDE BOUNDARY SETBACK
MINOR ENCROACHMENT INTO
MINIMUM 3.0m SIDE SETBACK

RULE 25 - BUILDING ENVELOPE
ENCROACHMENT

RULE 30 - SIDE BOUNDARY SETBACK
MINOR ENCROACHMENT INTO
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RULE 25 - BUILDING ENVELOPE
ENCROACHMENT

RULE 30 - SIDE BOUNDARY SETBACK
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RULE 25 - BUILDING ENVELOPE
ENCROACHMENT

RULE 30 - SIDE BOUNDARY SETBACK
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ENCROACHMENT

RULE 30 - SIDE BOUNDARY SETBACK
MINOR ENCROACHMENT INTO
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RULE 30 - SIDE BOUNDARY SETBACK
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RULE 30 - SIDE BOUNDARY SETBACK
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RULE 25 - BUILDING ENVELOPE
ENCROACHMENT

RULE 30 - SIDE BOUNDARY SETBACK
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MINIMUM 3.0m SIDE SETBACK

RULE 25 - BUILDING ENVELOPE
ENCROACHMENT

RULE 30 - SIDE BOUNDARY SETBACK
MINOR ENCROACHMENT INTO
MINIMUM 3.0m SIDE SETBACK

RULE 25 - BUILDING ENVELOPE
ENCROACHMENT

RULE 30 - SIDE BOUNDARY SETBACK
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RULE 25 - BUILDING ENVELOPE
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RULE 30 - SIDE BOUNDARY SETBACK
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RULE 30 - SIDE BOUNDARY SETBACK
MINOR ENCROACHMENT INTO
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RULE 25 - BUILDING ENVELOPE
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RULE 30 - SIDE BOUNDARY SETBACK
MINOR ENCROACHMENT INTO
MINIMUM 3.0m SIDE SETBACK

RULE 25 - BUILDING ENVELOPE
ENCROACHMENT

RULE 30 - SIDE BOUNDARY SETBACK
MINOR ENCROACHMENT INTO
MINIMUM 3.0m SIDE SETBACK

SHEET No. 3 OF 6

UNIT 1

ACT HOUSE ENERGY
RATING SCHEME
145.8 MJ/m2 6.4 stars
12 / 07 / 2017
CANDICE VAN DUREN 05-0283
Candice Van Duren
First Rate Assessor
ACTPLA BUILDING ASSESSOR
LICENCE #2010545

UNIT 2

ACT HOUSE ENERGY
RATING SCHEME
162.9 MJ/m2 6.0 stars
13 / 07 / 2017
CANDICE VAN DUREN 05-0283
Candice Van Duren
First Rate Assessor
ACTPLA BUILDING ASSESSOR
LICENCE #2010545

SUITE7 BUILDING DESIGN
10/10/2018
Candice Van Duren
Candice Van Duren
Candice Van Duren

LUKE & TANYA CHAMBERLAIN
DUAL OCCUPANCY
BLOCK 17, SECTION 45
16 HANCOCK STREET SPENCE ACT

Drawing Name
Elevations

Drawn by
CANDICE

Date 28/10/2018

Drawing Scale
1:100@A3

Layout ID
A201

Status

Revision
G

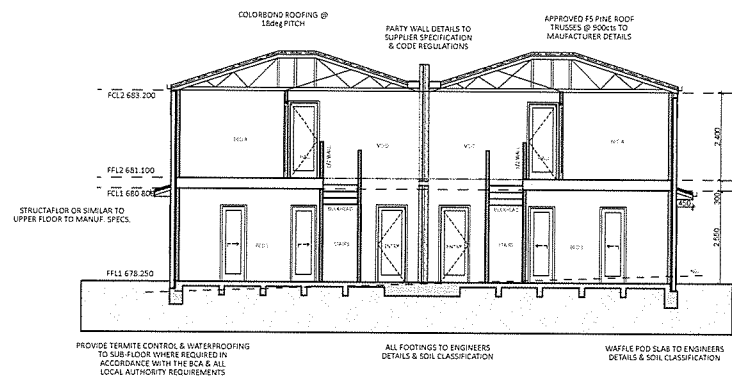
AMENDMENTS LIST	
ISSUE	DESCRIPTION
1.	CHANGES TO WINDOWS UNIT 1 - W16 600x450 OPENING - W16 1000x500 FIXED
2.	UNIT 2 - W24 1000x450 OPENING - W24 1000x500 FIXED
3.	UNIT 1 - W27 MOVED TO THE NORTH WALL

BUILDING APPROVAL
Is amended under s. 32
of the Building Act 2004

Paul Thomas
Certifier Name
LIC No. 2011390

Issue date: 11/4/2019

IN RESPECT OF NOMINATED
AMENDMENTS 1... & 2...
ONLY



1 AA Building Section 1:100

Note: Approval for windows identified in the Amendments list and clouded on plans only

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL AMENDED
PURSUANT TO SECTION 198
IN RESPECT OF THE NOMINATED
AMENDMENTS ONLY

Delegate name: TRENT VARKLOW
Date: 10/4/2019

UNIT 2

ACT HOUSE ENERGY
RATING SCHEME
162.9 MJ/m2 6.0 stars
13 / 07 / 2017
CANDICE VAN DUREN 05-0283
First-Rate Assessor
ACTPLA BUILDING ASSESSOR
LICENCE #2010545

UNIT 1

ACT HOUSE ENERGY
RATING SCHEME
145.8 MJ/m2 6.4 stars
12 / 07 / 2017
CANDICE VAN DUREN 05-0283
First-Rate Assessor
ACTPLA BUILDING ASSESSOR
LICENCE #2010545

NOTES

ALL WET AREA FIXTURES TO CHAIRS SPECIFICATIONS. CEMENT SHEET INTERNAL WALLS TO ALL WET AREAS.

ALL BEAMS, POSTS, COLUMNS & STRUCTURAL ELEMENTS AS PER ENGINEER DETAILS

ALL TRUSSES, LINTELS & CONNECTION PLATES TO TRUSS MANUFACTURER SPECIFICATIONS

NO WHITE OR OFF-WHITE METAL ROOF OR WALL COLOURS

ALL EAVES TO BE 450mm OR 610mm UNLESS OTHERWISE STATED

PROVIDE TERMITE CONTROL & WATERPROOFING TO SUBFLOOR WHERE REQUIRED IN ACCORDANCE WITH THE BCA & ALL LOCAL AUTHORITY REQUIREMENTS

ALL FOOTINGS TO ENGINEERS DETAILS & SOIL CLASSIFICATIONS

APPROVED F5 PINE ROOF TRUSSES @ 900x60 TO MANUFACTURER DETAILS

MINIMUM EER REQUIREMENTS:

1. ALL EXTERNAL WALLS R2.5 + FOL
2. CEILING R2.5 + R2.1 ANTICON
3. GARAGE INTERNAL WALLS R2.5
4. CONCRETE WAFLE FOD SLAB R0.9
5. UPPER TIMBER FLOORS R2.5
6. SEALED SINGLE GLAZED ALUMINIUM IMPROVED WINDOWS & SLIDING GLASS DOORS TO UNIT 1
7. SEALED DOUBLE GLAZED ALUMINIUM IMPROVED WINDOWS & SLIDING GLASS DOORS TO UNIT 2
8. SEALED WINDOWS, EXTERNAL DOORS & EXHAUST FANS

SUITE7 BUILDING DESIGN
S7 BUILDING DESIGN PTY LTD
1/100-110/111 ST
CANTERBURY VIC 3124
03 9594 1111
www.suite7buildingdesign.com.au

Change: 0

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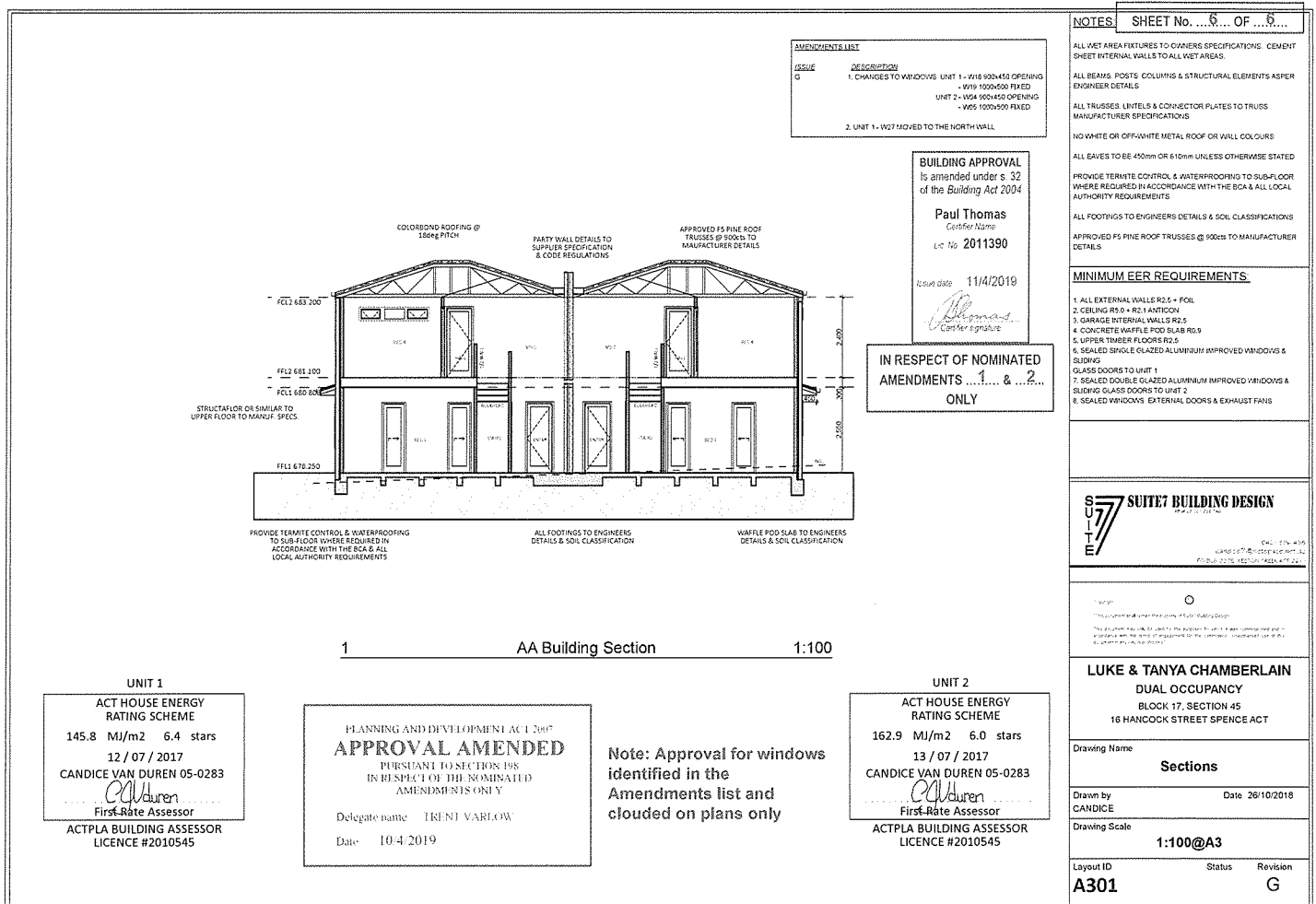
LUKE & TANYA CHAMBERLAIN
DUAL OCCUPANCY
BLOCK 17, SECTION 45
16 HANCOCK STREET SPENCE ACT

Drawing Name: Sections

Drawn by: CANDICE Date: 18/10/2018

Drawing Scale: 1:100@A3

Layout ID: A301 Status: Revision: G



UNIT 1

ACT HOUSE ENERGY
RATING SCHEME145.8 MJ/m² 6.4 stars

12/07/2017

CANDICE VAN DUREN 05-0283

Candice Van Duren
First Rate AssessorACTPLA BUILDING ASSESSOR
LICENCE #2010545BUILDING APPROVAL
Is amended under s. 32
of the Building Act 2004Paul Thomas
Certifier Name

Lic. No. 2011390

Issue date: 3/6/2019

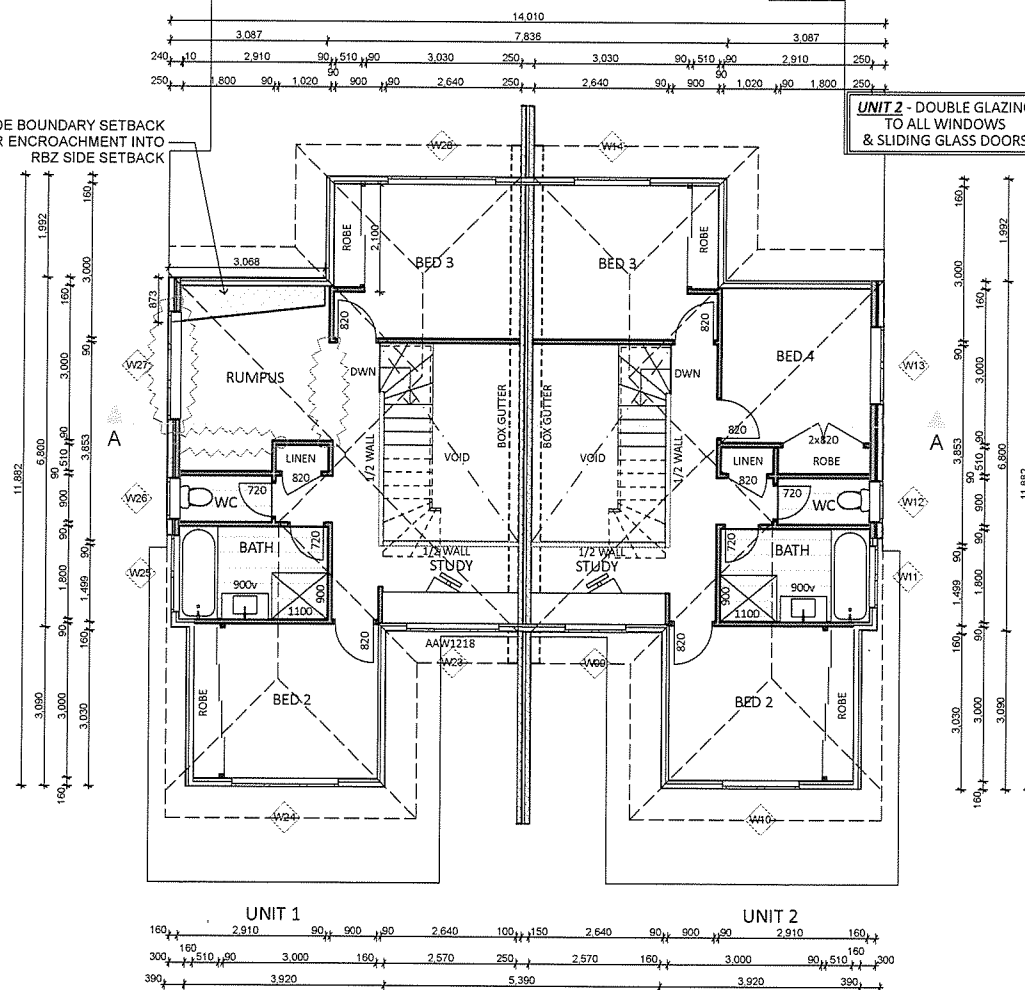
Paul Thomas
Certifier signatureIN RESPECT OF NOMINATED
AMENDMENTS 1 & 2
ONLY

UNIT 2

ACT HOUSE ENERGY
RATING SCHEME162.9 MJ/m² 6.0 stars

13/07/2017

CANDICE VAN DUREN 05-0283

Candice Van Duren
First Rate AssessorACTPLA BUILDING ASSESSOR
LICENCE #2010545RULE 30 - SIDE BOUNDARY SETBACK
MINOR ENCROACHMENT INTO
RBZ SIDE SETBACKUNIT 2 - DOUBLE GLAZING
TO ALL WINDOWS
& SLIDING GLASS DOORS

1

1. Upper Floor

1:100

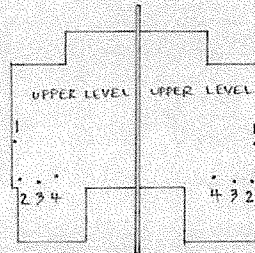
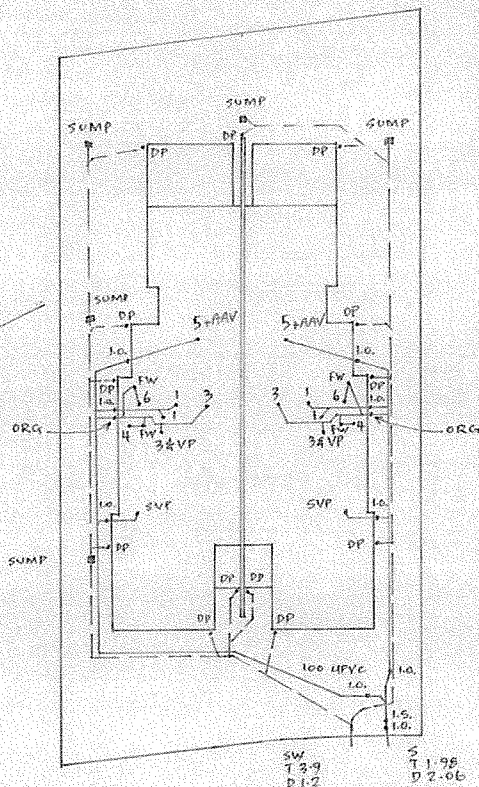
AMENDMENTS LIST:

ISSUE
G

DESCRIPTION

- UNIT 1 - RENAMED BED 4 TO RUMPUS. REMOVED INTERNAL WALL, DOOR & ROBE
- WINDOW 27 MOVED TO NORTH WEST WALL

THE DESIGNER ACCEPTS NO RESPONSIBILITY FOR ERRORS AND OMISSIONS



0 1 2 3 4 5 10m

PLAN OF SANITARY DRAINAGE

DRAINAGE PLAN No. 23337

OWNER CHAMBERLAIN

Block 17 Section 45

SUBURB SPENCE
NEW WORK - WAE

REFERENCES

D.T.	DISCONNECT TRAP	M.H.	MANHOLE
E.V.	DUCT VENT	V.P.	VENTILATING PIPE
G.T.	GULLY TRAP	E.J.	EXPANSION JOINT
J.U.	JUMP UP	F.T.	FLOOR TRAP
V.C.P.	VITRIFIED CLAY PIPE	S.V.P.	SOIL VENT PIPE
C.P.	CAST IRON PIPE	V.R.	VERTICAL RISER
I.O.	INSPECTION OPENING	O.R.G.	OVERFLOW RELIEF
F.P.	FIXED POINT	GULLY	GULLY
I.C.	INSPECTION CHAMBER	I.S.	INSPECTION SHAFT

FIXTURES

1. WATER CLOSET	100	4. THROUGH	100
2. BATH	100	7. URINAL	100
3. BASIN	100	8. EL. SINK	100
4. SHOWER	100	9. BUILT	100
5. SINK	100		

NOTES

- DESIGNED TO AS 3500
- ALL WORK TO BE EXECUTED IN ACCORDANCE WITH CAMBERLA SEWERAGE AND WATER SUPPLY REGULATIONS
- DRAINS AS Laid SHOWN IN BLUE LINES
- EXISTING DRAINS SHOWN IN GREEN LINES
- EXISTING DRAINS XED IN RED TO BE ABOLISHED TO APPROVAL
- DRAINS TO BE SUPPORTED ON OR FROM SOLID GROUND
- UNPLASTICISED POLYETHYLENE PIPE DRAINS (U.P.E.) INCLUDING STACKS, TO BE CONSTRUCTED IN ACCORDANCE WITH AS 2012-1973 AND CAMBERLA CODES OF PRACTICE
- COPPER PIPES TO BE IN ACCORDANCE WITH AS 132-1973
- TABLE 2 TYPE B FIBRES
- CAST IRON PIPES AND FITTINGS TO BE IN ACCORDANCE WITH AS 132-1973
- INSPECTION OPENINGS MUST BE PROVIDED AT THE PROPERTY BOUNDARY ON EACH W.E. OR SLOP-HOPPER BRANCH AT INTERVALS OF NOT MORE THAN 30 METRES SPACED CONSTANT WHERE POSSIBLE
- PROVIDE AND INSTALL APPROVED FIRE STOP COLLARS TO ALL U.P.V. PENETRATIONS OF FIRE RATED WALLS AND FLOORS TO BUILDING SECTIONS
- INS. AT PROPERTY BOUNDARY IS TO BE RAISED TO GROUND LEVEL IN ACCORDANCE WITH PLUMBING NOTE No. 1
- OVERFLOW RELIEF (O.R.G.) TO BE MINIMUM 300mm BELOW LOWEST FLOORING WITH A FURTHER 300mm FROM TOP TO PAVING LEVEL OR A FURTHER 150mm FROM TOP TO UNPAVED GROUND LEVEL

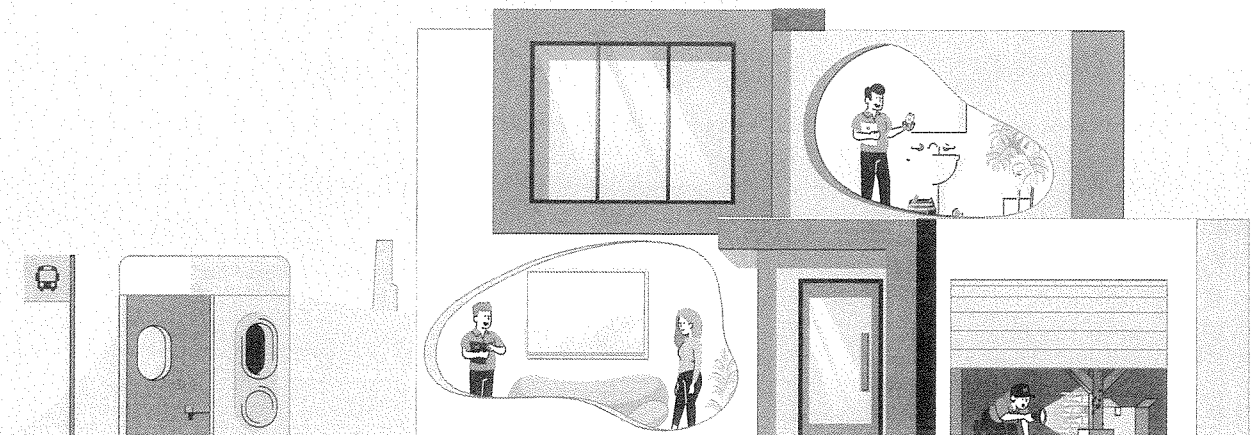
DRAWN: PHILTY DRAINAGE PLANS

041459197

SCALE: 1:200

APPROVED BY: 14-02-19

Energy Efficiency Rating



UNDERSTANDING YOUR ENERGY EFFICIENCY RATING (EER)

An energy efficiency rating (EER) is a rating used to identify the energy efficiency of homes in the ACT.

The Civil Law (Sale of Residential Property) Act 2003 requires all homes being sold in the ACT to carry an energy efficiency rating (EER). This enables owners and buyers to compare a home's passive energy performance characteristics with others for sale in the Territory.

In the ACT, established homes are assessed using 1st generation software, and can achieve **0 to 6 stars** in the rating scheme.

Houses with a higher EER are more cost and energy efficient, use less energy for heating and cooling, generate lower greenhouse gas emissions, and are more comfortable.

What information is taken into account when assessing my homes energy efficiency?

- Layout of the home
- Construction of its roof, walls, windows, and floor
- Wall, floor, and ceiling insulations
- Orientation of windows and shading of the sun's path and local breezes
- Influence of the local climate
- Air leakages

What information is not applicable when assessing my homes energy efficiency?

- Heating and cooling
- Hot water systems
- Lighting systems and appliances
- Solar panels

How can I improve my energy efficiency rating?

Your energy efficiency report will include a list of design options (unless it's already achieved the maximum rating of 6 stars). This will outline the improvements that can be made to gain additional points and increase the overall star rating of your home.

When I built my home, I was provided with a 10-star energy rating. Why has this decreased?

The ACT Government has two software systems in place to generate energy efficiency ratings:

1. Established homes: An on site assessment using 1st generation software. A maximum of 6 stars can be achieved.
2. Brand new homes: A computer based assessment using 2nd generation software. A maximum of 10 stars can be achieved.

If you hold an energy efficiency rating that exceeds 6 stars, it is a 2nd generation EER and would have been provided when your home was brand new.

When assessing a home's energy efficiency for the purpose of sale, property inspection companies are required to use 1st generation software, which will achieve a maximum of 6 stars.

FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★ ★ ★ ★ ★ ★ **6 STARS**
in Climate: 24

SCORE: 44 POINTS

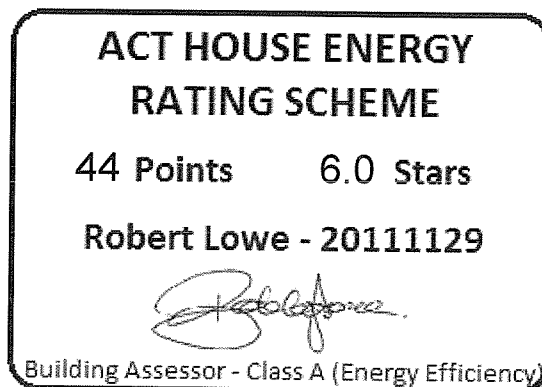
Name: Da Silva

Ref No: 59899

House Title: Unit 1 Block 17 Section 45 SPENCE

Date: 13-12-2024

Address: 16A Hancock St, Spence ACT 2615



This rating only applies to the floor plan, construction details, orientation and climate as submitted and included in the attached Rating Summary. Changes to any of these could affect the rating.

IMPROVING YOUR RATING

The table below shows the current rating of your house and its potential for improvement.

Star Rating	POOR			AVERAGE				GOOD			V. GOOD	
	0 Star	★		★★	★★★	★★★★	★★★★★	★★★★★	★★★★★	★★★★★	★★★★★	★★★★★
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	44											
Potential	44											

Incorporating these design options will add the additional points required to achieve the potential rating shown in the table Each point represents about a 1% change in energy efficiency. This list is only a guide to the range of options that could be used.

Design options

Additional points

ORIENTATION

Orientation is one of the key factors which influences energy efficiency. This dwelling will achieve different scores and star ratings for different orientations.

Current Rating	44	★★★★★★
-----------------------	-----------	---------------

Largest windows in the dwelling;

Direction : NNE

Area : 5 m²

The table below shows the total score for the dwelling when these windows face the direction indicated.

Note that obstructions overshadowing windows have been removed from all windows in these ratings to allow better comparisons to be made between orientations.

ORIENTATION	POINT SCORE	STAR RATING
1. North	45	★★★★★★
2. North East	43	★★★★★★
3. East	40	★★★★★★
4. South East	36	★★★★★★
5. South	33	★★★★★★
6. South West	31	★★★★★★
7. West	35	★★★★★★
8. North West	40	★★★★★★

FirstRate Mode
Climate: 24

RATING SUMMARY for: Unit 1 Block 17 Section 45 SPENCE, 16A Hancock St, Spence ACT 2615,

Assessor's Name:

Net Conditioned Floor Area: 148.0 m²

Net Conditioned Floor Area: 148.0 m²				Points		
Feature				Winter	Summer	Total
CEILING				12	0	12
Surface Area: 2		Insulation: 10				
WALL				8	-1	7
Surface Area: -1		Insulation: 8		Mass: -1		
FLOOR				11	-2	9
Surface Area: 1		Insulation: 3		Mass: 5		
AIR LEAKAGE (Percentage of score shown for each element)				7	0	6
Fire Place 0 %		Vented Skylights 0 %				
Fixed Vents 0 %		Windows 46 %				
Exhaust Fans 8 %		Doors 27 %				
Down Lights 0 %		Gaps (around frames) 18 %				
DESIGN FEATURES				0	1	1
Cross Ventilation 1						
ROOF GLAZING				0	0	0
Winter Gain 0		Winter Loss 0				
WINDOWS				9	-6	3
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
NNE	18	12%	-7	18	-4	7
ESE	9	6%	-3	1	-1	-2
WSW	1	1%	-1	0	0	-1
WNW	5	3%	-4	4	-2	-2
Total	33	22%	-15	24	-6	3
* Air movement over glazing can significantly increase winter heat losses. SEAV recommends heating/cooling duct outlets be positioned to avoid air movement across glass or use deflectors to direct air away from glass.						
The contribution of heavyweight materials to the window score is 4 points				Winter	Summer	Total
RATING	★★★★★★		SCORE	47	-9	44*

* includes 6 points from Area Adjustment

Detailed House Data

House Details

ClientName	Da Silva
HouseTitle	Unit 1 Block 17 Section 45 SPENCE
StreetAddress	16A Hancock St, Spence ACT 2615
FileCreated	13-12-2024

Climate Details

State	
Town	Canberra
Postcode	2600
Zone	24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Concrete Slab on ground	No Subfloor	No	No	No	Carp	R0.9	23.4m ²
2	Concrete Slab on ground	No Subfloor	No	No	No	Tiles	R0.9	81.6m ²
3	Timber	Enclosed	No	No	No	Carp	R3.0	13.8m ²
4	Timber	NA	Yes	No	No	Tiles	R0.0	1.8m ²
5	Timber	NA	Yes	No	No	Carp	R0.0	36.4m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Veneer	No	R3.4	24.8m	2.6m
2	Framed: FC Sheet Clad	No	R3.0	6.7m	2.6m
3	Framed: FC Sheet Clad	Yes	R2.5	19.0m	2.6m
4	Brick Veneer	No	R3.4	3.7m	2.4m
5	Framed: FC Sheet Clad	No	R4.4	8.9m	2.4m
6	Framed: FC Sheet Clad	Yes	R2.5	21.8m	2.4m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Attic - Low Ventilation	No	Yes	R6.1	118.8m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	WSW	2.1m	0.4m	No	DGT2	ALIMPR	NC	No	3.0m	3.0m	0.2m
2	NNE	1.8m	1.2m	No	DG2	ALIMPR	HB	No	0.0m	0.0m	0.0m
3	NNE	1.8m	1.2m	No	DG2	ALIMPR	HB	No	0.0m	0.0m	0.0m
4	NNE	0.3m	1.0m	No	DGT2	ALIMPR	NC	No	0.0m	0.0m	0.0m
5	NNE	2.1m	1.5m	Yes	DG2	ALIMPR	HB	No	0.0m	0.0m	0.0m
6	NNE	0.5m	1.0m	Yes	DG2	ALIMPR	HB	No	0.0m	0.0m	0.0m
7	NNE	1.8m	1.8m	Yes	DG2	ALIMPR	HB	No	1.0m	1.0m	0.2m
8	NNE	1.8m	1.2m	Yes	DG2	ALIMPR	HB	No	0.6m	0.6m	0.2m
9	NNE	1.8m	1.2m	Yes	DG2	ALIMPR	HB	No	0.6m	0.6m	0.2m
10	ESE	2.1m	4.0m	Yes	DG2	ALIMPR	HB	No	4.0m	3.0m	0.2m
11	WNW	1.2m	1.8m	No	DG2	ALIMPR	HB	No	0.6m	0.6m	0.2m
12	WNW	1.5m	2.0m	No	DG2	ALIMPR	HB	No	0.6m	0.6m	0.2m
13	NNE	0.4m	1.4m	Yes	DGT2	ALIMPR	NC	No	0.6m	0.6m	0.2m
14	NNE	0.4m	0.8m	Yes	DG2	ALIMPR	NC	No	0.6m	0.6m	0.2m
15	NNE	0.4m	2.1m	No	DG2	ALIMPR	HB	No	0.6m	0.6m	0.2m
16	ESE	0.4m	2.1m	No	DG2	ALIMPR	HB	No	0.6m	0.6m	0.2m

Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
1	WSW	2.1m	0.4m	0.0m	0.0m	0.0m	0.0m	3.0m	1.0m	4.7m	0.0m
6	NNE	0.5m	1.0m	0.0m	0.0m	0.0m	0.0m	0.8m	0.5m	0.0m	0.0m
7	NNE	1.8m	1.8m	0.0m	0.0m	0.0m	0.0m	1.8m	0.2m	0.8m	0.2m
10	ESE	2.1m	4.0m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	4.0m	0.5m
11	WNW	1.2m	1.8m	0.0m	0.0m	0.0m	0.0m	3.0m	0.5m	3.0m	0.5m

Zoning Details

Is there Cross Flow Ventilation ? Good

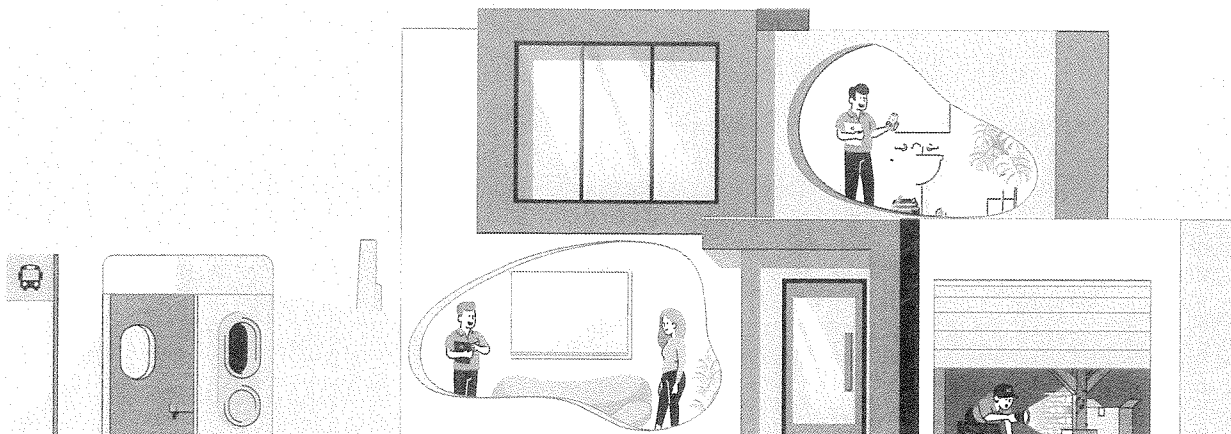
Air Leakage Details

Location Suburban
 Is there More than One Storey ? Yes
 Is the Stairwell Separated by Doors ? No
 Is the Entry open to the Living Area ? No
 Area of Heavyweight Mass 0m²
 Area of Lightweight Mass 0m²

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	1	0
Downlights	0	0
Skylights	0	0
Utility Doors	0	3
External Doors	0	0

Unflued Gas Heaters 0
 Percentage of Windows Sealed 98%
 Windows - Average Gap Small
 External Doors - Average Gap Small
 Gaps & Cracks Sealed Yes

Insurance Certificates & Tax Invoice



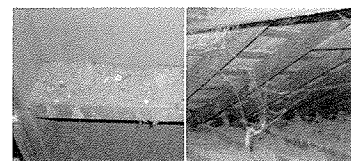
If a home was built before 1990 it may contain dangerous asbestos material



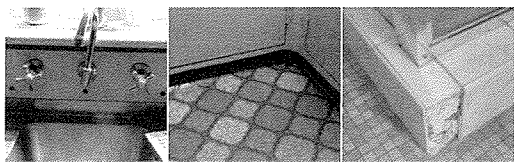
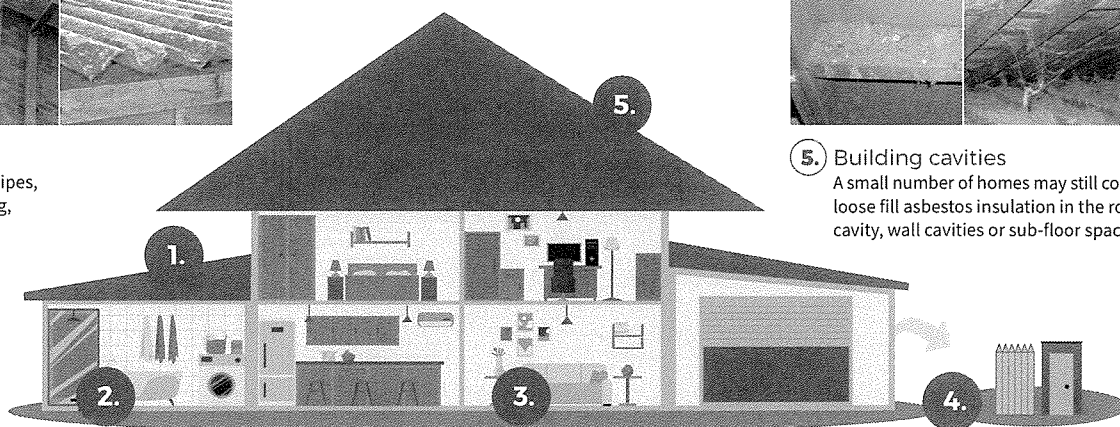
Identify where asbestos materials might be. Five common places are:



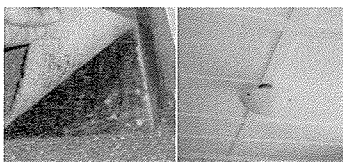
1. Exterior
roof sheeting, gutters, downpipes,
ridge capping, eaves, cladding,
electrical switchboards



5. Building cavities
A small number of homes may still contain
loose fill asbestos insulation in the roof
cavity, wall cavities or sub-floor space



2. Wet areas - bathroom, laundry and kitchen
wall and ceiling panels, vinyl floor tiles, backing for wall tiles
and splashbacks, hot water pipe insulation



3. Internal areas
wall and ceiling panels, carpet underlay,
textured paint, insulation in domestic
heaters



4. Backyard
fences, sheds, garages, carports, dog kennels, buried or
dumped waste, letterboxes, swimming pools

Authorised by the ACT Parliamentary Counsel—also accessible at www.legislation.act.gov.au

If a home was built before 1990 it may contain dangerous asbestos material



Assess the risk

A licensed asbestos assessor can help identify asbestos in your home and its condition.

Asbestos materials become dangerous when:



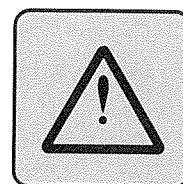
Broken or in poor
condition



Damaged
accidentally



Disturbed during
renovation or repairs



Loose fill asbestos
insulation



Manage asbestos safely

- Monitor the condition of asbestos in your home
- Inform tradespeople of locations of asbestos in your home
- Avoid disturbing or damaging asbestos if working on your home
- Engage a licensed asbestos removalist to remove asbestos

If you suspect your
home contains
loose fill asbestos
insulation, contact
Access Canberra

For more information, visit www.worksafe.act.gov.au or call Access Canberra contact centre – 13 22 81
If you need interpreting help, telephone the Translating and Interpreting Service on 131 450

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Authorised by the ACT Parliamentary Counsel—also accessible at www.legislation.act.gov.au

*Advice based on the Asbestos Safety
and Eradication Agency's residential
asbestos disclosure research



Pest Controllers Combined Liability Certificate of Currency

The Policy below is current until 4.00pm on the expiry date shown below

INSURED: ACT Property Inspections Pty Ltd

BUSINESS DESCRIPTION: General Pest & Weed Control
Timber Pest Inspections
Termite Barrier Installations
Pre-Purchase House Pest Inspections
Building Inspections (Non-Pest Related)
Energy Efficiency Ratings
Compliance Reports

POLICY REFERENCE: 09A349653PLB

PERIOD OF INSURANCE: From: 4.00pm on 30/03/2024
To: 4.00pm on 30/03/2025

POLICY CLASS: Pest Controllers Combined Liability

SUMS INSURED: **Section 1: General Public & Products Liability**

\$20,000,000 Our maximum liability in respect of any claim or series of claims for Personal Injury, Property Damage or Advertising Liability caused by or arising out of any one occurrence; and

\$20,000,000 Our total aggregate liability during any one period of insurance for all claims arising out of Your Product

Section 2: Professional Indemnity

\$5,000,000 Our maximum liability in respect of any Claim or any series of Claims inclusive of costs and expenses.

\$10,000,000 Our total aggregate liability for all Claims inclusive of costs and expenses.

This Certificate of Currency is subject to the Policy Documentation to be read in conjunction with the Definitions, Conditions and Exclusions in the Pest Controllers Combined Liability Insurance Policy.

Date Issued: 22 March 2024



**ACT
PROPERTY
INSPECTIONS**

TAX INVOICE

Jonathan Da Silva
16A Hancock St
SPENCE ACT 2615
AUSTRALIA

Invoice Date
6 Dec 2024

Invoice Number
INV-59899

ACT Property Inspections
(02) 6232 4540
Unit 1, 33 Altree Ct
PHILLIP ACT 2606
ABN: 33 600 397 466

Description	Quantity	Unit Price	GST	Amount AUD
ACTPLA Fees - No GST	1.00	180.69	GST Free	180.69
Property Report	1.00	1,372.10	10%	1,372.10
Energy Efficiency Report (Complimentary)	1.00	0.00		0.00
Deferred Payment (Complimentary)	1.00	0.00		0.00
			Subtotal	1,552.79
			TOTAL GST 10%	137.21
			TOTAL AUD	1,690.00

Due Date: 4 Jun 2025

Payment terms – Deferred payment account. This account should be paid in full within 14 days on the earlier of:

- (a) Settlement of the property
- (b) If the Property has not been listed for sale within 3 months of the Property Inspection Date
- (c) If the property is no longer listed for sale
- (d) 180 days after the Property Inspection Date

Please pay within the payment terms to avoid the Deferred Payment Fee. Note: all bank/legal fees incurred in obtaining payment will be the customer's responsibility

Payment Options

Pexa : please quote the invoice number as the reference

Direct Deposit : BSB: 012084 Account Number: 194679655

Account Name: ACT Property Inspections Pty Ltd

Please reference your name and invoice number

Cheques : please make payable to ACT Property Inspections Pty Ltd

[View and pay online now](#)



ACT
PROPERTY
INSPECTIONS

RECEIPT

Jonathan Da Silva
16A Hancock St
SPENCE ACT 2615
AUSTRALIA

Payment Date
12 Dec 2024

Sent Date
14 Dec 2024

ABN:
33 600 397 466

ACT Property Inspections
(02) 6232 4540
Unit 1, 33 Altree Ct
PHILLIP ACT 2606
ABN: 33 600 397 466

Total AUD paid	1,690.00
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Invoice Date	Reference	Payment Reference	Invoice Total	Amount Paid	Still Owing
6 Dec 2024	INV-59899	Payment - INV-59899 Payment created via eWAY PayThis.	1,690.00	1,690.00	0.00
			Total AUD	1,690.00	0.00

Unit Titles (Management) Act 2011

UNIT TITLE CERTIFICATE

Section 119

The Owners - Units Plan No. 13194

Unit No:

The above Corporation hereby certifies, pursuant to the Unit Titles Act, Section 119, the contributions payable under the Act in respect of the above unit are as follows:

Entitlements

Unit Entitlement: 50

Total Building Entitlements: 100

Managing Agent

NIL

Corporation's records can be inspected at :

Address:

Members of Corporation's Executive Committee

Unit 1 - *Jonathan da Silva*

Unit 2 - *Polly Cleciron*

Funds Details

Administrative Fund	0.00
Sinking Fund	0.00
Special Contributions/other funds	0.00
Fund Balances	0.00

Default Rules attached

Insurance Policies

Common Property Public Liability insurance

Name of Insurer: *Suncorp*

Policy Number: *HPS049830 962*

Sum Insured: *\$1,600,000*

Due Date: *06/01/26*

Paid date and amount of premium: *06/01/25 \$2,535.54*

Has the Developer Control Period expired:	Yes
Whether the Owner's Corporation has borrowed any funds:	No
Whether the Owner's Corporation has installed any sustainability infrastructure:	No
Summary of the current contracts for service contractors engaged by the Owner's Corporation:	NIL
Whether the Owner's Corporation has applied to the Planning and Land Authority for an extension of the Crown Lease:	No

Resolved unanimously:

- a. That each of the owner proprietors would be responsible for insuring their respective Unit.
- b. That there be no formal Manager appointed.
- c. No bank account has been opened and no Owners Corporation Seal be required.
- d. The Proprietors are not aware of the location of the Title for Common Property.
- e. That the Corporation be exempt from contributing to either an Administrative or Sinking Fund.
- f. Each proprietor is liable for their separate supply charges for their corresponding Units. However, the water consumption charges are levied to the account of the Owner's Corporation being A/c No. wherein the meter number measures the water consumption for Unit 1 and meter number measures the water consumption for Unit 2.

Dated at Canberra this 24 day of January 2025

Jonathan da Silva

Jonathan da Silva

Enquiries: 13 11 55
Claims: 13 25 24
(24 hours a day, 7 days a week for new claims)
suncorp.com.au/insurance



Policy number:	HPS049830962
The insured:	Polly Clearihan & Jonathan Da Silva

MS P CLEARIHAN & MR J DA SILVA
16B HANCOCK ST
SPENCE ACT 2615

Issue date: 18 December 2024

Certificate of Currency

This Certificate certifies that (subject to the full payment of the premium) as at the date of issue the stated policy is current until the expiry date noted below. The issue of this Certificate imparts no obligation on Suncorp Insurance to notify any party relying on it should the policy later be cancelled or altered for any reason.

Period of Insurance

Period of Insurance:	From: 6 January 2025	To: 11.59 pm 6 January 2025
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The current details of this insurance are displayed in this Certificate of Currency.

Insured address:	16A & 16B 16 HANCOCK ST, SPENCE ACT 2615	
Type of cover:	Strata	
Sum insured:	Building	\$1,852,200
	Legal liability	\$20 million

To make any corrections or changes, please call us on 13 11 55.

The terms and conditions contained in the relevant Product Disclosure Statement (PDS) and any Supplementary PDS (SPDS) that we have given you are subject to the details outlined above. Please refer to the PDS and/or SPDS for information regarding cover limits.

Enquiries: 13 11 55
Claims: 13 25 24
(24 hours a day, 7 days a week for new claims)
suncorp.com.au/insurance



MS P CLEARIHAN & MR J DA SILVA
16B HANCOCK ST
SPENCE ACT 2615

Policy number:	HPS049830962
The insured:	Polly Clearihan & Jonathan Da Silva
Due date:	11.59pm on 6 January 2025
Amount payable:	\$2,535.54
Payment reference number:	049830962

Strata Insurance Account Renewal

Issue date: 6 January 2025

Dear MS P CLEARIHAN & MR J DA SILVA,

Thank you for insuring your Strata Building with Suncorp Insurance. Your current policy expires at 11.59 pm on 6 January 2025 and we would like to invite you to renew with us for a further 12 months.

Please find enclosed your renewal documents. Please read the information on the following pages carefully. If any of the details shown are incorrect or if there is other information you need to tell us, please call us on 13 11 55.

Please pay the amount payable by the due date to ensure that your insurance cover continues. If you do not pay by the due date shown, you will not be covered. Our payment options are listed on the reverse side of this letter. If you have any questions, please visit us online at www.suncorp.com.au or call us on 13 11 55.

Upon payment, this document becomes your Certificate of Insurance. Please keep this document with your PDS and any Supplementary PDS we have given you in a safe place.

For more information on choosing insurance and to better understand insurance visit the Australian Government website: www.moneysmart.gov.au

Regards,

The Suncorp Team

**WE'VE BEEN LOOKING AFTER OUR CUSTOMERS
FOR OVER 90 YEARS,
AND WILL CONTINUE TO BE THERE WHEN YOU NEED US MOST.**

General Insurance products are issued by AAI Limited ABN 48 005 297 807 trading as Suncorp Insurance. Please read the relevant Product Disclosure Statement before you make any decision regarding this product, available at <https://www.suncorp.com.au/insurance/policy-documents.html>. The Target Market Determination is also available.

Strata insurance account for policy HPS049830962

This document will be a tax invoice for GST when you have made your payment. It is to enable you to claim input tax credits if they apply to your business.

Period of insurance: **6 January 2025 to 11.59pm 6 January 2026**
Transaction type: **Renewal**

	Base Premium	GST	Stamp Duty	Total Amount
Insured address:	16A & 16B 16 HANCOCK ST, SPENCE ACT 2615			
Building	\$ 2,305.04	\$ 230.50	\$0.00	\$ 2,535.54
TOTALS	\$ 2,305.04	\$ 230.50	\$0.00	\$ 2,535.54
Total amount payable:				\$ 2,535.54



Biller Code: 655829
Ref: 049830962

Telephone & Internet Banking - BPAY®
Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au



Phone: To pay via our automated credit card payment system call **1300 125 323**.
Mastercard, VISA or AMEX
Reference Number: **049830962**



Internet: To pay by Mastercard, VISA or American Express visit:
suncorp.com.au/insurance
Reference Number: **049830962**



Mail: Send this payment slip with your cheque made payable to:
Suncorp Insurance,
GPO Box 1453, Brisbane, QLD 4001



Direct Debit: Call 13 11 55 to arrange automatic payment by monthly instalments. It costs more to pay by the month.
Instalment payable:

Payment slip

Policy number

HPS049830962

Reference number

049830962

Amount payable

\$2,535.54



*4127 HPS049830962 06/01/2025

Pay in store at Australia Post.

Enquiries: 13 11 55
Claims: 13 25 24
(24 hours a day, 7 days a week for new claims)
suncorp.com.au/insurance



Policy number: **HPS049830962**
The insured: **Polly Clearihan & Jonathan Da Silva**

Certificate of Insurance

This Certificate of Insurance is based on the information you gave us. Please check that this information is correct and complete. If any changes or additions need to be made now or during the period of insurance you must call us.

Please also check the amount of cover meets your needs.



Cover Details - Strata Insurance

Insured address:	16A & 16B 16 HANCOCK ST, SPENCE ACT 2615		
Period of insurance:	From 6 January 2025 until 11.59pm 6 January 2026		
Sum insured:	Building		\$1,600,000
	Legal Liability		\$20 million

Excess Details

You may be able to reduce your premium if you choose a higher standard excess.

Building	Standard Excess:	\$1,000
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You will also have to pay the following excesses in addition if they apply to the circumstance of your claim:

Water damage excess:	\$200
Theft or burglary by tenants or their guests excess:	\$500
Malicious acts or vandalism by tenants or their guests excess:	\$500
Earthquake and tsunami excess:	\$300
Unoccupied excess:	\$1,000

Enquiries: 13 11 55
Claims: 13 25 24
(24 hours a day, 7 days a week for new claims)
suncorp.com.au/insurance

What you have told us

This document sets out the information that we have relied on to decide if we can insure you and on what terms. We may give you a copy of the information you have previously told us. If any of this information has changed, or is incorrect, please contact us.

You have told us the following about the insured address

- It is a semi detached duplex/triplex/quadplex
- It has a mix of owner occupied & tenanted units
- There is no business activity operating at or from the insured address
- It is in good condition and well maintained.
This includes, but is not limited to, there are: no leaks, holes, damage, rust, or wood rot in the roof, gutters, windows, walls, floors, fences, or anywhere else; no damage to foundations, walls, steps, flooring, ceilings, gates, and fences and is structurally sound; no damage from or infestation of termites, ants, vermin, or other pests; no broken, missing glass or boarded-up windows. Refer to the PDS for further details.
- It is not undergoing any renovations

You have told us the following about the construction of the building

- It is a double level building, with double brick walls, steel/colorbond roof, built in 2019
- The building does not have a lift and does not have a swimming pool/spa
- The building does not have recreational facilities
- The building does not have any balconies

You have told us the following about the security of the insured address

- There is no additional door or building security
- It has no monitored smoke detectors

Insurance history

You have told us that in the past 3 years:

- You or anyone to be insured under this policy have NOT had an insurer decline or cancel a policy, impose specific conditions on a policy, or refuse a claim
- You or anyone to be insured under this policy have NOT had any insurance claims on strata insurance (excluding any claims made on this policy)

(If any of the above information is incorrect, please contact us.)

When you need to contact us

It is important that you check the information provided on your Certificate of Insurance. If any details are incorrect or have changed, you should contact us to update your details.

Also, when you hold a policy with us, there are other circumstances you need to tell us about during the period of insurance. These circumstances are set out in the 'When you need to contact us' section of your PDS. If you do not contact us when you need to, you may not be covered under your policy and it may lead us to reduce or refuse to pay a claim and/or cancel your policy.

Other Important Information

The Product Disclosure Statement (PDS) is an important legal document that contains details of your insurance if you purchase this product from us. Before you decide to buy this product from us, please read this PDS carefully. If you purchase this product, your policy comprises of this PDS and your certificate of insurance which shows the details particular to you.

Your Privacy

We appreciate privacy is important to you. Suncorp is committed to protecting your personal information. For further information, please refer to our customer privacy statement by visiting www.suncorp.com.au/privacy or call us on 13 11 55.

For complaints concerning Suncorp products or services, you can phone us on 1300 264 053; write to us at: Suncorp Customer Relations Team, PO Box 14180, Melbourne City Mail Centre VIC 8001; or email us on idr@suncorp.com.au. You may have spoken about your policy with a Distributor providing financial services appointed under AFSL 230859 and representing AAI Limited ABN 48 005 297 807 trading as Suncorp (AAI). Distributors include EXL Service Philippines Inc. and/or WNS Global Services Philippines Inc. and their staff. AAI remunerates corporate distributors on a fee for service basis while their staff receive a salary comprising commission where they meet sales, risk, quality and behavioural targets.

