

THE LAW SOCIETY OF THE AUSTRALIAN CAPITAL TERRITORY  
**Contract for Sale**  
**SCHEDULE**

<b>LAND</b>	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
				25	10	DICKSON
and known as 36 HOPE STREET, DICKSON ACT 2602						
<b>SELLER</b>	Full name ACN/ABN Address	PHILIP MARSHALL KING AND WENDY KRISTINE RAYNER  c/- Wendy Rayner 392 Beach Road, Batemans Bay, NSW 2536				
<b>SELLER SOLICITOR</b>	Firm Ref Phone Fax DX/Address	COLQUHOUN MURPHY Andy Colquhoun 02 6248 0499 02 6248 9936 GPO Box 169, Canberra ACT 2601				
<b>STAKEHOLDER</b>	Name	COLQUHOUN MURPHY TRUST ACCOUNT				
<b>SELLER AGENT</b>	Firm Ref Phone Fax DX/Address	WITHOUT THE ASSISTANCE OF AN AGENT				
<b>RESTRICTION ON TRANSFER</b>	Mark one	<input checked="" type="checkbox"/> Nil	<input type="checkbox"/> s. 251	<input type="checkbox"/> s. 265	<input type="checkbox"/> s. 298	
<b>LAND RENT</b>	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease	<input type="checkbox"/> Land Rent Lease			
<b>OCCUPANCY</b>	Mark one	<input checked="" type="checkbox"/> Vacant possession	<input type="checkbox"/> Subject to tenancy			
<b>BREACH OF COVENANT OR UNIT ARTICLES</b>	Description (Insert other breaches)	As disclosed in the Required Documents and				
<b>GOODS</b>	Description	Fixed floor coverings, light fittings, window treatments as inspected				
<b>DATE FOR REGISTRATION OF UNITS PLAN</b>						
<b>DATE FOR COMPLETION</b>		On or before 28 days from the date hereof				

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

<b>BUYER</b>	Full Name ACN/ABN Address	
<b>BUYER SOLICITOR</b>	Firm Ref Phone Fax DX/Address	
<b>PRICE</b>	Price Less Deposit Balance	(GST inclusive unless otherwise specified) (10% of Price)
<b>DATE OF THIS CONTRACT</b>		
<b>CO-OWNERSHIP</b>	Mark one (Show shares)	<input type="checkbox"/> Joint tenants <input type="checkbox"/> Tenants in common in the following shares:

**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 signature	Buyer Witness signature

**REQUIRED DOCUMENTS (RESIDENTIAL PROPERTIES ONLY)**

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 edition of the certificate of title for the crown lease
- Deposited Plan for the Land
- Energy Efficiency Rating Statement
- Encumbrances shown on the certificate of title (excluding any mortgage or other encumbrance to be discharged)
- If there is an encumbrance not shown on the certificate of title – 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 s. 9(2)(a)(ii) or s. 9(2)(a)(iii) of the Sale of Residential Property Act applies). The inspection must have been carried out no earlier than 3 months before the Property was advertised or offered for sale and if the Seller has obtained 2 or more reports in that period, each report.
- Pest information (except if the property is a Class A Unit, or is a residence that has never been occupied): Pest Inspection Report(s). The inspection must have been carried out no earlier than 3 months before the Property was advertised or offered for sale if the Seller has obtained 2 or more reports in the period 6 months before advertising or offering for sale, each report.
- If the Property is off-the-plan
- proposed plan
  - inclusions list
- If the Property is a Unit where the Units Plan has registered:
- Units Plan concerning the Property
  - current editions of the certificate of title for the Common Property
  - (if the unit is a Class A Unit) minutes of meetings of the Owners Corporation and executive committee for the 2 years before the Property was advertised or offered for sale
  - Section 119 Certificate
  - registered variations to the articles of the Owners Corporation
- If the Property is a Unit where the Units Plan has not registered:
- proposed Units Plans or sketch plan
  - inclusions list
  - the Default Rules
  - details of any contract the Developer intends the Owners Corporation to enter, including–
    - the amount of the Buyer's General Fund Contribution that will be used to service the contract; and
    - any personal or business relationship between the Developer and another party to the contract
  - the Developer's estimate, based on reasonable grounds, of the Buyer's General Fund Contribution for 2 years after the Units Plan is registered
  - if a Staged Development of the Units is proposed–the proposed Development Statement and any amendment to the 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
- Buyer and Seller agree to apply margin scheme

**TENANCY**

- Tenancy Agreement
- No written Tenancy Agreement exists

**ANNEXURES**

- Annexure A – Subject to Finance
- Annexure B – Deposit by Instalments

**INVOICES**

- Building and Compliance Inspection Report
- Pest Inspection Report

**ASBESTOS**

- Asbestos Advice
- Current Asbestos Assessment Report

**TENANCY SUMMARY**

Premises		Expiry date	
Tenant Name		Rent	
Commencement date		Rent review date	
Term		Rent review mechanism	
<b>MANAGING AGENT DETAILS FOR OWNERS CORPORATION OR COMMUNITY TITLE SCHEME (if no managing agent, secretary)</b>			
Name		Phone	
Address			

### COOLING OFF PERIOD (for residential property only)

- 1 The Buyer may rescind this Contract at any time before 5 p.m. on the 5th working 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* or the *Leases (Commercial & Retail) Act 2001*.
- 2 If a consent to transfer is required by law, see cl. 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 this Contract. 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** any mortgage, encumbrance, lease, lien, charge, notice, order, caveat, writ, or other interest;

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

**Balance of the Price** the Price less the Deposit;

### **Breach of Covenant**

- 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);
- an Unapproved Structure;

**Building Act** the *Building Act 2004*;

**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;

**Business Day** 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** the *Community Title Act 2001*;

**Community Title Body Corporate** 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** the time at which this Contract is completed;

**Compliance Certificate** a certificate issued for the Lease under s.296 of the Planning Act or under s. 28 of the *City Area Leases Act 1936*; or s. 180 of the Land Act

**Covenant** includes restrictive covenant;

**Default Notice** a notice in accordance with cl. 18.5 and cl. 18.6;

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

**Deposit** the deposit forming part of the Price;

**Developer** in respect of a Unit has the meaning in the Unit Titles Act; 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;

**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;

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

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

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

- Improvements** the buildings, structures and fixtures erected on and forming part of the Land;
- Income** rents and profits derived from the Property;
- Land Act** the *Land (Planning & Environment) Act 1991*;
- Land Charges** rates, land rent, land tax and other taxes and outgoings of a periodic nature in respect of the Property;
- Land Rent Act** the *Land Rent Act 2008*;
- Land Rent Lease** a Lease that is subject to the Land Rent Act;
- Lease** 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** the *Legislation Act 2001*;
- Liability of the Owners Corporation** 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** a Lease that is not subject to the Land Rent Act;
- Notice to Complete** a notice in accordance with cl. 18.1 and cl. 18.2 requiring a party to complete;
- Owners Corporation** 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** the *Planning and Development Act 2007*;
- 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 1997*;
- Property** 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;
- Required Documents** has the meaning in the Sale of Residential Property Act and includes a Section 119 Certificate but excludes a copy of this Contract;
- Rescission Notice** has the meaning in the Sale of Residential Property Act;
- Sale of Residential Property Act** the *Civil Law (Sale of Residential Property) Act 2003*;
- Section 119 Certificate** a certificate for the Unit issued under s. 119 of the Unit Titles Management Act;
- Section 56 Certificate** a certificate for a Lot issued under s. 56 of the Community Title Act;
- Section 67 Statement** a statement for a Lot complying with s. 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** – see s. 17(3) 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** 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 Titles Act** the *Unit Titles Act 2001*;
- Unit Titles Management Act** the *Unit Titles (Management) Act 2011*;
- Units Plan** 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*.
- 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;
- 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 cl. 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.

## 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 cash 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 cl. 2.3, then immediately and without the notice otherwise necessary under cl. 18, cl. 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).

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 1925*.

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 unconditional consent referred to in s. 298 of the Planning Act. A Restriction on Transfer referring to "s. 298" refers to this restriction.

4.3 If the Lease is granted under the Planning Act and is a lease of the type referred to in s.251 of the Planning Act then this Contract is subject to the grant of the unconditional consent in s. 251 and s. 252 of the Planning Act. A Restriction on Transfer referring to "s. 251" refers to this restriction.

4.3A If the Lease is subject to a Restriction on Transfer under s.265 of the Planning Act, then this Contract is subject to the grant of the unconditional consent in ss. 265 and 266 of the Planning Act. A Restriction on Transfer referring to "s. 265" 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.

encumbrances shown on the title to the Lease; or

- 4.5 If the consent referred to in cl. 4.2, cl. 4.3 or cl. 4.3A 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 cl. 21 applies.

- 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.

## 5 Particulars of title and submission of transfer

- 6.3 The Buyer is not entitled to make any requisitions on the title to the Property.

- 5.1 Unless cl. 5.3 applies the Seller need not provide particulars of title.

- 6.4 The Buyer cannot make a claim or objection or rescind or terminate in respect of:

- 5.2 Within 7 days after the Date of this Contract the Seller must give the Buyer a transfer of the Lease executed by the Seller in the form prescribed by the *Land Titles Act 1925* to be held by the Buyer on trust for the Seller until Completion only for the purpose 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;

- 5.2.1 signing;

- 5.2.2 completing the Buyer details and Co-ownership in accordance with this Contract; and

- 5.2.3 stamping by the Buyer,

- 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;

and the Buyer must immediately return the transfer if the Seller demands it.

- 6.4.4 a promise, representation or statement about this Contract, the Property or the Lease, not made in this Contract;

- 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.

- 6.4.5 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 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:

- 6.4.7 the ownership of any fuel storage tank; and

- 6.4.8 anything disclosed in this Contract (except an Affecting Interest).

- 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

## 7 Selier 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 Subject to cl. 8.2:

- 8.1.1 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; and
- 8.1.2 the parties must pay any adjustment of the Income and Land Charges calculated under this clause on Completion.

8.2 If the Property is liable to land tax, the Seller must pay it on or before Completion and no adjustment of land tax will be made if the Buyer warrants (in writing if the Seller

requires it) that the Buyer is or will on Completion be entitled to an exemption from land tax.

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 s. 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.

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 1997*;

(b) if applicable, the Seller has complied with the *Residential Tenancies Act 1997*;

(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 1997*.

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 Seiler 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 Compliance Certificate

13.1 The Seller must give to the Buyer on Completion a Compliance Certificate unless:

- 13.1.1 the Lease does not contain a Building and Development Provision; or
- 13.1.2 the Lease is sold subject to non compliance with the Building and Development Provision within the meaning of cl. 4.2; or
- 13.1.3 a Compliance Certificate has issued before the Date of this Contract and is either noted on the certificate of title for the Lease or the Seller gives to the Buyer other evidence acceptable to the Registrar General that a Compliance Certificate has issued.

13.2 The Seller must give to the Buyer on Completion evidence of approval to conduct any Development on the Land unless:

13.2.1 approval for the Development has been granted by the relevant authority before the Date of this Contract; or

13.2.2 the Development is disclosed as a Breach of Covenant in this Contract.

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.

## 14 Off the plan purchase

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

## 17 Compensation claims by Buyer

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

## 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.

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 cl. 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;

## 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.

- (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.
- 18.3.1 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); 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 Cl. 19 or cl. 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 cl. 18.2 and cl. 18.6.2 is fair and reasonable.

*\*After as necessary*

**18 Notice to Complete and Default Notice**

- 18.1 If Completion does not take place in accordance with cl. 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:

**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 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.

after the Date for Completion to Completion; and

19.2 In addition to any money kept or recovered under cl. 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.

*\*Alter as necessary*

22.1.3 the amount of \$440\* (including GST) 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.

## 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:

22.2 Whether or not percentages are inserted in cl. 22.1.1 or cl. 22.1.2 the party at fault must pay the amount specified in cl. 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.

20.1.1 terminate and seek damages; or

20.1.2 enforce without further notice any other rights and remedies available to the Buyer.

22.3 The parties agree that:

22.3.1 the amount of any damages payable under cl 22.1.1 or cl 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

20.2 If the Buyer terminates, the Stakeholder is authorised to refund to the Buyer immediately any money paid on account of the Price.

22.3.2 the damages must be paid on Completion.

## 21 Rescission

21.1 Unless s. 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:

## 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*.

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.

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.

## 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:

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:

22.1.1 if the defaulting party is the Seller interest on the Price at the rate of % per annum 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 of 10 % per annum calculated on a daily basis from the date 7 days

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

*\*Insert percentage*

*\*Insert percentage*

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;
- 24.4.5 If for any reason (and despite cl. 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 cl. 24.4.5(a).
- 24.5 If this Contract says the Buyer and Seller agree that the margin scheme applies to the supply of the Property, the Seller warrants that it can use the margin scheme and promises that it will.
- 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 On Completion the Seller must 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:

- (a) leave it at; or
- (b) 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

(c) serve it on that party's solicitor in any of the above ways; or

(d) by delivering 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

(e) send it by facsimile to a party's solicitor, unless it is not received (a notice is taken to have been received at the time shown in the transmission report that the whole facsimile was sent).

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 cl. 39, the provisions of cl. 17 will apply provided that cl. 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 Cl. 3.1, cl. 3.2 and cl. 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*.

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 cl. 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 cl. 8 must include an adjustment of the contributions to the Owners Corporation under s.78 and s.89.

**32 inspection of Unit**

32.1 For the purposes of cl. 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 cl. 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 cl. 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 s. 78 and s. 89; 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 s. 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:

33.3.1 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 materially prejudice the Buyer.

33.4 For the purposes of cl. 7, Property includes the Common Property.

33.5 These warranties are in addition to those given in cl. 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 cl. 21 applies.

34.2 For the purposes of cl. 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.

the size or value of the Unit described in the plan attached.

### 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 Section 119 Certificate

36.1 On Completion the Buyer must pay to the Seller the fee as determined by the Minister pursuant to s. 119(5) for the Section 119 Certificate attached.

### 37 Unregistered Units Plan

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 cl. 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

37.6 After the Owners Corporation has been constituted under s. 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 cl. 37.1 applies, the Seller must give to the Buyer a Section 119 Certificate at the Buyer's expense at least 7 days before Completion.

37.9 The parties acknowledge that the following must form part of this Contract:

37.9.1 the Default Rules;

37.9.2 details of any contract the Developer intends the Owners Corporation to enter, including—

(a) the amount of the Buyer's General Fund Contribution that will be used to service the contract; and

(b) any personal or business relationship between the Developer and another party to the contract;

37.9.3 the Developer's estimate, based on reasonable grounds, of the Buyer's General Fund Contribution for 2 years after the Units Plan is registered;

37.9.4 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; and

37.9.5 if a Staged Development of the Units is proposed—the proposed Development Statement and any amendment to the statement.

37.10 The Developer warrants that the information disclosed under the items referred to in clauses 37.9.1 to 37.9.5 inclusive is accurate.

37.11 The Buyer may, by written notice given to the Developer, cancel this Contract before Completion if:

37.11.1 the information disclosed within the items referred to in clauses 37.9.1

to 37.9.5 inclusive is incomplete or inaccurate; and

37.11.2 the Buyer is significantly prejudiced because the disclosure is incomplete or inaccurate.

### 38 Cancellation of Contract

38.1 The Buyer may, by written notice given to the Seller, cancel this Contract if 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 33.3.1, were this Contract completed at the time it is cancelled.

38.2 A notice under cl. 38.1 must be given:

38.2.1 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

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

(a) the Date of this Contract;

(b) another period agreed between the Buyer and Seller ends.

38.3 If the Buyer cancels this Contract, the Seller must repay any amount paid to the Seller towards the purchase of the Unit and otherwise the provisions of cl. 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 or 33.3.1 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 cl. 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.

### 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 cl. 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 cl. 8 must include an adjustment of the contributions to the fund under s.45.

### 44 Inspection of property

44.1 For the purposes of cl. 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.



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.

- 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 s. 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 cl. 46.2, the Buyer may recover damages for the loss of a

**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 cl. 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.

# Important Asbestos Advice for ACT homes built before 1985

**Asbestos is hazardous but it can be managed safely.**

**Follow the three steps for managing materials containing asbestos (MCAs) in your home.**

## Step 1. Identify where MCAs may be in your home

**When was your house built?**

- If your house was built before 1985, the table below gives you an indication of where you are likely to find MCAs in your home. There is also a diagram on the back of this sheet showing where MCAs are commonly found.
- If your house was built after 1985, it is unlikely to contain MCAs.
- If in doubt, assume that materials DO contain asbestos.

### Common locations of MCAs in ACT homes\*

(Percentage (%) of properties sampled where asbestos was detected)

Location	Pre 1965	1965–1979	1980–1984	1985–now <sup>†</sup>
Eaves	86%	92%	40%	0%
Garage/shed	80%	70%	15%	0%
Bathroom	54%	75%	50%	0%
Laundry	75%	80%	50%	0%
Kitchen	52%	23%	15%	0%

\*Results of 2005 Asbestos Survey of over 600 ACT Homes. <sup>†</sup>One MCA was found in a 1985 house supporting roof tiles on a gable end.

## Step 2. Assess the risk

**Visually check the condition of the MCA – is it cracked, broken, etc?**

- If it's in good condition and left undisturbed, it does not pose a health risk.
- If you suspect it is not in good condition, arrange for appropriate maintenance or removal by a qualified person.

## Step 3. Manage safely

**Make sure you remember to:**

- Keep an eye on MCAs to make sure they remain in good condition.
- Consider removal of the MCA by a qualified person, when renovating or doing home repairs.
- Inform tradespeople working on your home of the location of any possible MCAs.
- Engage a qualified person if you decide to obtain a professional asbestos report on MCAs in your home.

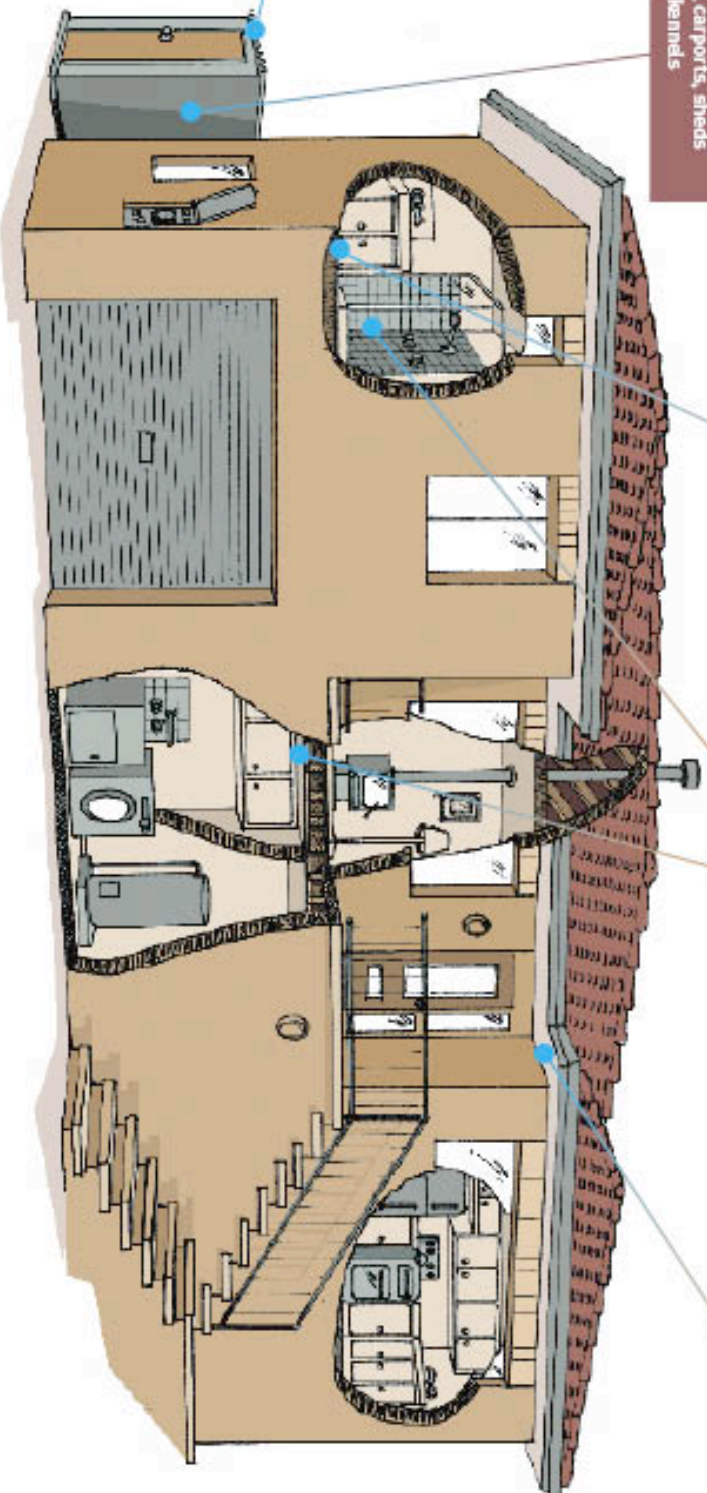
For further information or advice on managing asbestos or home renovations visit the asbestos website [www.asbestos.act.gov.au](http://www.asbestos.act.gov.au) or call 13 22 81.



**Asbestos Awareness.**  
Helping everyone breathe easier.

# Common locations of materials containing asbestos in ACT homes

If your house was built before 1985, some of the materials it was built from probably contain asbestos.



**Asbestos Awareness.**  
Helping everyone breathe easier.

## **SPECIAL CONDITION**

1. The Date for Completion of the Contract shall be the later of:
  - (a) 30 days from the date of this Contract; or
  - (b) within 14 days of the Buyer receiving written notification from the Seller that the Certificate of Title has issued in the name of the Executors
  - (c) Should the Executors not be noted as the Registered Proprietor on the Certificate of Title within 60 days of the date of this Contract, then the Buyer has the right to rescind this Contract by providing notice in writing to the Seller's solicitor of the rescission, and Clause 21 shall apply.

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**Asbestos is hazardous but it can be managed safely.**

**Follow the three steps for managing materials containing asbestos (MCAs) in your home.**

## Step 1. Identify where MCAs may be in your home

**When was your house built?**

- If your house was built before 1985, the table below gives you an indication of where you are likely to find MCAs in your home. There is also a diagram on the back of this sheet showing where MCAs are commonly found.
- If your house was built after 1985, it is unlikely to contain MCAs.
- If in doubt, assume that materials DO contain asbestos.

### Common locations of MCAs in ACT homes\*

(Percentage (%) of properties sampled where asbestos was detected)

Location	Pre 1965	1965–1979	1980–1984	1985–now <sup>†</sup>
Eaves	86%	92%	40%	0%
Garage/shed	80%	70%	15%	0%
Bathroom	54%	75%	50%	0%
Laundry	75%	80%	50%	0%
Kitchen	52%	23%	15%	0%

\*Results of 2005 Asbestos Survey of over 600 ACT Homes. <sup>†</sup>One MCA was found in a 1985 house supporting roof tiles on a gable end.

## Step 2. Assess the risk

**Visually check the condition of the MCA – is it cracked, broken, etc?**

- If it's in good condition and left undisturbed, it does not pose a health risk.
- If you suspect it is not in good condition, arrange for appropriate maintenance or removal by a qualified person.

## Step 3. Manage safely

**Make sure you remember to:**

- Keep an eye on MCAs to make sure they remain in good condition.
- Consider removal of the MCA by a qualified person, when renovating or doing home repairs.
- Inform tradespeople working on your home of the location of any possible MCAs.
- Engage a qualified person if you decide to obtain a professional asbestos report on MCAs in your home.

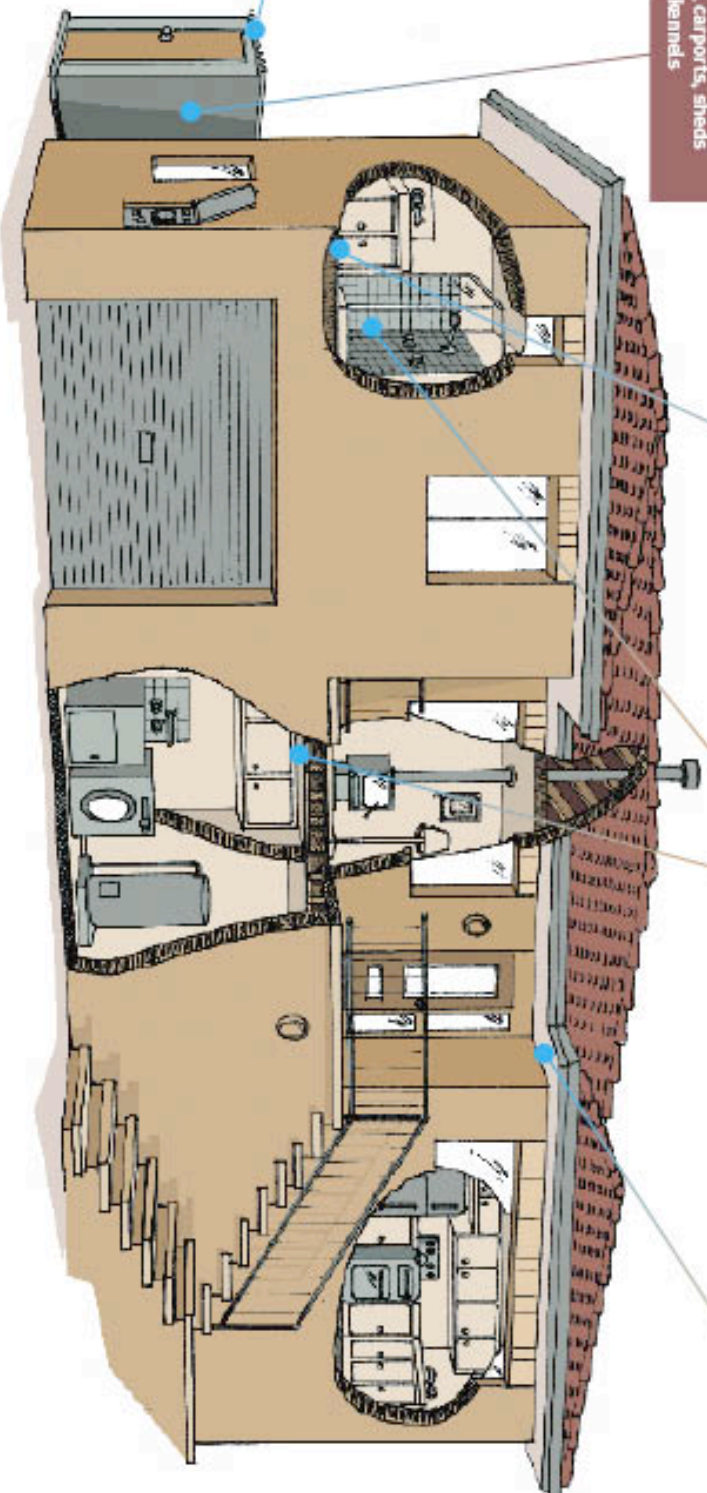
For further information or advice on managing asbestos or home renovations visit the asbestos website [www.asbestos.act.gov.au](http://www.asbestos.act.gov.au) or call 13 22 81.



**Asbestos Awareness.**  
Helping everyone breathe easier.

# Common locations of materials containing asbestos in ACT homes

If your house was built before 1985, some of the materials it was built from probably contain asbestos.



**Asbestos Awareness.**  
Helping everyone breathe easier.

AUSTRALIAN CAPITAL TERRITORY

**TITLE SEARCH**

Dickson Section 10 Block 25 on Deposited Plan 742  
Lease commenced on 15/01/1959, granted on 01/06/1959, term of 99 years  
Area is 683 square metres or thereabouts

**Joint Tenants:**

Jack Marshall King  
Beryl Mc Intosh King

<b>Registered Date</b>	<b>Dealing Number</b>	<b>Description</b>
		Original title is <b>Volume 68 Folio 6786</b> Purpose Clause: Refer Crown Lease S.180 Land Act 1991: Compliance/Completion Cert Issued
13/06/1968	080609	Mortgage to DIRECTOR OF WAR SERVICE HOMES
04/07/1968	081287	Mortgage to RURAL BANK OF NEW SOUTH WALES
03/12/1999	1138846	Mortgage to WESTPAC BANKING CORPORATION
		<b><i>End of interests</i></b>



*D. Davis* Deputy Registrar of Titles.  
23 JUN 50

THE COMMONWEALTH OF AUSTRALIA.

# Australian Capital Territory.

The City Area Leases Ordinance 1936-1951.

## Lease

GRANTED pursuant to the City Area Leases Ordinance 1936-1951 and the Regulations thereunder on the first day of June

One thousand nine hundred and fifty-nine

WHEREBY the Commonwealth of Australia (hereinafter called the "Commonwealth") grants to CAPITAL CONSTRUCTIONS PTY. LIMITED a Company incorporated under the laws of the State of New South Wales whose registered office in the Australian Capital Territory is situated at First Floor Northbourne Chambers Northbourne Avenue City Canberra in the said Territory

(hereinafter called the "Lessee") ALL THAT piece or parcel of land situate in the City Area in the Australian Capital Territory containing an area of \_\_\_\_\_ acres \_\_\_\_\_ roods — 27 — perches or thereabouts and being Block — 25 — Section — 10 — Division of Dickson

as delineated on Sub-divisional Plan Number — 742 — in the office of the Registrar of Titles at Canberra in the said Territory and being the land shown by pink colour on the plan endorsed hereon RESERVING unto the Commonwealth all minerals TO HOLD unto the Lessee for the term of ninety-nine years commencing on the — fifteenth — day of — January —

One thousand nine hundred and — fifty-nine — to be used by the Lessee for residential purposes — \_\_\_\_\_ only YIELDING AND PAYING THEREFOR during the first twenty (20) years of the said term rent at the rate of thirteen pounds — \_\_\_\_\_

per annum and after the expiration of the said first twenty years during the remainder of the said term rent at the rate of Five pounds per centum per annum of the unimproved value of the said and as determined from time to time upon re-appraisalment of the said value under any Statute Ordinance or Regulation.

1. THE lessee covenants with the Commonwealth as follows:—

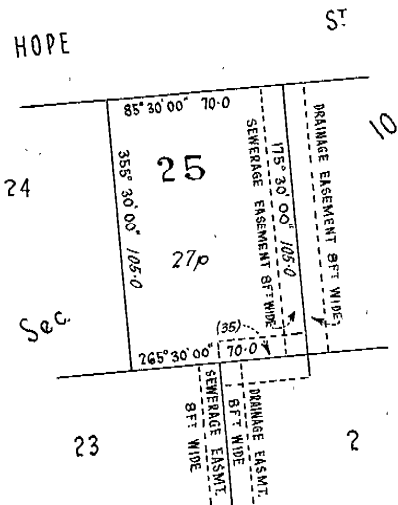
(a) That the lessee will in respect of the first year of the said term pay to the Minister on behalf of the Commonwealth or to such person as may be authorized by the Minister for that purpose at Canberra in the said Territory the rent hereby reserved in advance without any deduction whatsoever and that the lessee will during the remainder of the said term pay the rent hereby reserved at the rate aforesaid in the following manner namely in advance for the period commencing on the fifteenth — day of — January and ending on the thirtyfirst day of March — One thousand nine hundred and sixty — and thereafter

by quarterly payments in advance on the FIRST day of — April — the FIRST day of

July — the FIRST day of — October — and the FIRST day of — January — in each year to the Minister or to such person as may from time to time be authorized by the Minister for that purpose at Canberra aforesaid without any deductions whatsoever the first of such quarterly payments to be made on the FIRST day of — April —

One thousand nine hundred and — sixty —

(b) That the lessee will pay to the Minister on behalf of the Commonwealth or to such person as may be authorized as aforesaid at Canberra in the said Territory as additional rent a sum at the rate of Eight pounds per centum (8%) per annum of rent payable under this lease which may remain unpaid for one calendar month after the day appointed for payment thereof computed from the expiration of the said calendar month to the date upon which such payment is made such additional rent to be added to and paid with the said amount of rent;



Scale : 60 FT to an inch

- (c) That the lessee will within **six months** — from the commencement of the said term or within such further time as may be approved in writing by the Commonwealth or the Minister on behalf of the Commonwealth for that purpose commence to erect one building only (with necessary and usual outbuildings and fences) on the said land at a cost not less than the sum of **four thousand** ————— pounds and in accordance with plans and specifications prepared by the lessee and previously submitted to and approved in writing by the Commonwealth or the Minister on behalf of the Commonwealth;
- (d) That the lessee will within **twelve months** ————— from the commencement of the said term or within such further time as may be approved in writing by the Minister complete the erection of the said building at a cost not less than the said sum of **four thousand** ————— pounds and in accordance with the said plans and specifications and in accordance with every Statute Ordinance or Regulation applicable thereto;
- (e) That the lessee will at all times during the said term maintain repair and keep in repair all buildings and erections on the said land all to the satisfaction of the Minister;
- (f) That the lessee will not without the previous approval in writing of the Commonwealth or the Minister on behalf of the Commonwealth erect any building on the said land or make any structural alterations in any building erected on the said land;
- (g) To use the said land for **residential purposes**; —————

only;

- (h) If and whenever the lessee fails to repair or keep in repair any building or erection on the said land the Commonwealth or the Minister on behalf of the Commonwealth 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 to remove the building or erection and if after the expiration of one calendar month from the date of the said notice or such longer time as the Commonwealth or the Minister on behalf of the Commonwealth may in writing allow the lessee has not effected the said repairs or removed the building or erection the Minister or any person or persons duly authorized by the Commonwealth or the Minister in that behalf with or without carts or other vehicles horses or other animals may enter upon the said land and effect the said repairs or (if the Minister is of opinion the building or erection is beyond reasonable repair) may demolish and remove the building or erection and all expenses incurred by the Commonwealth or the Minister in effecting such repairs or in demolishing and removing the building or erection shall be paid by the lessee to the Commonwealth on demand and from the date of such demand until paid shall for all purposes of this lease be deemed to be rent payable under this lease and unpaid by the lessee;
- (i) To permit any person or persons authorized by the Commonwealth or the Minister on behalf of the Commonwealth in that behalf to enter upon the said land at all reasonable times and in any reasonable manner and inspect the said land and any buildings erections and improvements thereon.

2. THE Commonwealth covenants with the lessee—

- (a) That the lessee may at any time upon payment of all rent and other moneys due to the Commonwealth under this lease surrender this lease to the Commonwealth but subject to any law of the Territory to the contrary the lessee shall not be entitled to receive any compensation from the Commonwealth in respect of such surrender or in respect of any buildings erections or improvements upon the said land;
- (b) That the unimproved value of the said land shall be re-appraised for the purpose of determining the rent payable under this lease only in the twentieth year of the term of this lease and in every twentieth year thereafter.

3. IT IS MUTUALLY COVENANTED AND AGREED as follows:—

(a) That if—

- (i) any rent payable under this lease shall remain unpaid for twelve calendar months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or
- (ii) a building in accordance with sub-clause (c) of clause 1 of this lease is not commenced within the period specified in the said sub-clause; or
- (iii) a building in accordance with sub-clause (c) of clause 1 of this lease is not completed within the period specified in sub-clause (d) of the said clause; or

- (iv) after completion of a building as aforesaid the said land is at any time not used for a period of one year for the purpose for which this lease is granted the Commonwealth or the Minister on behalf of the Commonwealth may determine this lease but without prejudice to any claim which the Commonwealth or the Minister on behalf of 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 ;
- (b) That acceptance of rent by the Commonwealth or the Minister or a person authorized by the Minister for that purpose during or after any period referred to in paragraph (ii) (iii) or (iv) of sub-clause (a) of this clause shall not prevent or impede the exercise by the Commonwealth or the Minister on behalf of the Commonwealth of the powers conferred upon it by sub-clause (a) of this clause ;
- (c) If at the expiration of this lease the Minister shall have decided not to subdivide the said land and that it is not required for any Commonwealth purpose and shall have declared the said land to be available for lease the lessee shall be entitled to a further lease of the said land for such further term and at such rent and subject to such conditions (including re-appraisalment of rent) as may then be provided or permitted by Statute Ordinance or Regulation. If the Minister shall have decided to subdivide the said land the lessee shall be entitled to a lease under the Statutes Ordinances and Regulations then in force of any one block which forms part of the said land and which the Minister shall have declared to be available for lease ;
- (d) That in this lease the expression "Minister" shall mean the Minister of State of the Commonwealth for the time being administering the *City Area Leases Ordinance 1936-1951* including any amendments thereof or any Statute or Ordinance substituted therefor or the member of the Executive Council of the Commonwealth for the time being performing the duties of such Minister and shall include the authority or person for the time being authorized by the Minister or by law to exercise the powers and functions of the Minister under the *City Area Leases Ordinance 1936-1951* including any amendments thereof or any Statute or Ordinance substituted therefor ;
- (e) That any notice requirement demand consent or other communication to be given to or served upon the lessee by the Commonwealth or the Minister under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Minister and delivered to or sent in a prepaid letter addressed to the lessee at the said land or at the usual or last-known address of the lessee or affixed in a conspicuous position on the said land ;
- (f) That if the lessee shall consist of one person the word "Lessee" shall where the context so admits or requires be deemed to include the lessee and the executors administrators and assigns of the lessee ;
- (g) That if the lessee shall consist of two or more persons the word "Lessee" shall where the context so admits or requires in the case of a tenancy in common be deemed to include 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 the administrators executors and assigns of the survivor of them ;
- (h) That if the lessee shall be a corporation the word "Lessee" shall where the context so admits or requires be deemed to include such corporation and its successors and assigns.

IN WITNESS whereof this Lease has been executed in the name of the Commonwealth of Australia by the Minister and by the lessee.

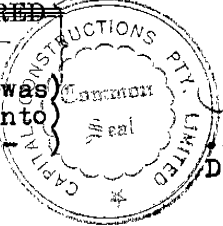
SIGNED SEALED AND DELIVERED  
 by JOHN NOBLE CORE ROGERS  
 delegate of the Minister of State for  
 the Interior of the Commonwealth of  
 Australia in the presence of—

*J. N. Rogers*



*[Signature]*  
*[Signature]*  
*Concessions.*

~~SIGNED SEALED AND DELIVERED~~  
~~by the Lessee in the presence of~~  
 The Common Seal of CAPITAL  
 CONSTRUCTIONS PTY. LIMITED was  
 by order of the Board hereunto  
 affixed in the presence of:



*[Signature]*  
 Director

*[Signature]*  
 Director

No. 24426 — TRANSFER from the within named Capital  
Constructions Pty Limited to Norman John Rogers of  
36 Hope Street, Dickson in the Australian Capital  
Territory Carpenter  
Produced 17th January 1961 and entered 14th February 1961 at  
twenty minutes past ten o'clock in the forenoon  
Registrar of Titles

Serial No. 2709  
Date 1st November 1960  
14th February 1961  
J. D. Bentley

No. 24427 — MORTGAGE from the said Norman John  
Rogers to Commissioner for Housing  
Produced 17th January 1961 and entered 14th February 1961 at  
twenty five minutes past ten o'clock in the forenoon  
Registrar of Titles

No. 80607 — DISCHARGE OF MORTGAGE  
Produced 31st May 1968 and entered 13th June 1968 at  
fifty minutes past ten o'clock in the forenoon  
Registrar of Titles

No. 80608 — TRANSFER from the said Norman John Rogers to Jack  
Marshall King of 36 Hope Street, Dickson in the Australian Capital Territory  
Stonemason and Beryl M. Intosh King his wife as joint tenants  
Produced 31st May 1968 and entered 13th June 1968 at  
fifty minutes past ten o'clock in the forenoon  
Registrar of Titles

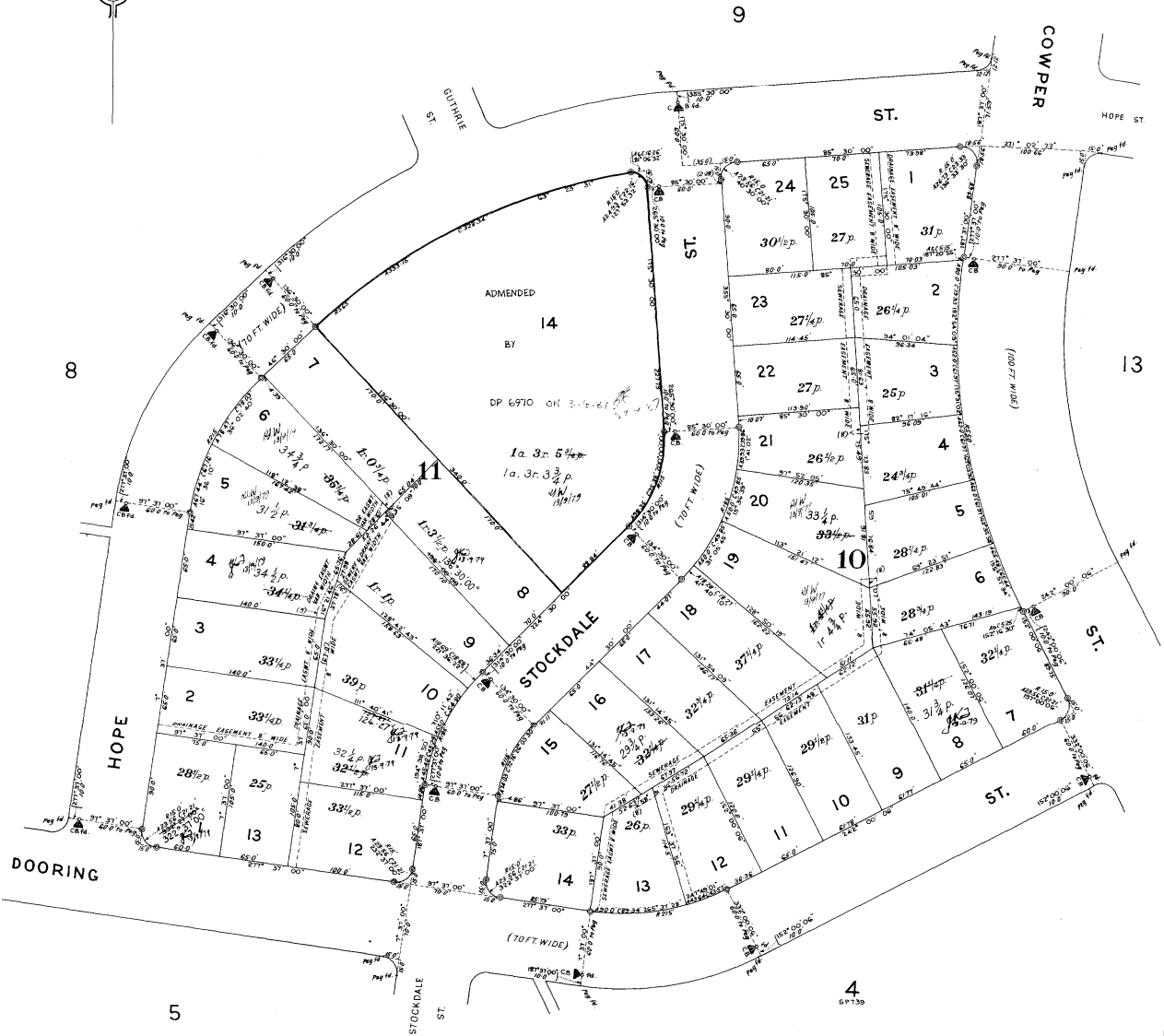
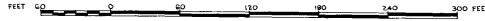
No. 80609 — MORTGAGE from the said Jack Marshall King and  
Beryl M. Intosh King to Director of Public Service Homes  
Produced 31st May 1968 and entered 13th June 1968 at  
five minutes past eleven o'clock in the forenoon  
Registrar of Titles

No. 8287 — MORTGAGE from the said Jack Marshall King and  
Beryl M. Intosh King to RURAL BANK OF NEW SOUTH WALES  
Produced 26th June 1968 and entered 26th June 1968 at  
twenty minutes past one o'clock in the forenoon  
Registrar of Titles

CANCELLED AND COMPUTER  
CERTIFICATION OF TITLE ISSUED

Plan of  
Sections 10 & 11  
**DIVISION OF DICKSON**  
**CANBERRA CITY DISTRICT**  
**AUSTRALIAN CAPITAL TERRITORY**  
Scale

**S.P. 742**



NOTE:  
G.I.P.'s are shown thus ⊙ and are placed in road  
6 Feet radially from tangent points



I certify that this plan is the plan prepared in accordance with subsection 1. of section one of the District Ordinance 827-42

*D. Hagen*  
Commonwealth Surveyor-General

Drawn by C.A.G. Date 5.10.58  
Examined by Date 5.4.59  
Date of Survey  
Strom Meridian  
FIELD BOOK K873 K934  
Azimuth: Northbourne Ave. Radial

Declared at Canberra on the 11th day of June, 1958 before me

*Shirley*  
Commissioner for Declarations under  
the Statutory Declarations Act 1911-1922

I, John Keith Taylor, of Canberra in the Territory for the Seat of Government of the Commonwealth of Australia a surveyor specially licensed by the Commonwealth under the provisions of the Real Property Ordinance 1925-57 hereby solemnly and sincerely declare (a) that all boundaries and measurements shown on this plan are correct (b) that all survey marks found and referred physical objects on or adjacent to the boundaries are correctly represented (c) that all physical objects indicated exist in the positions shown (d) that the whole of the material facts in relation to the land are correctly represented (e) that the survey has been made fitly made (f) under my supervision, and completed on the 22nd day of June, 1958, and the reference marks have been placed as shown hereon. And I make this solemn declaration by virtue of the Statutory Declarations Act 1911-1922 conscientiously believing the statements contained therein to be true in every particular.

*J. K. Taylor*  
Licensed Surveyor



**ACT**  
Government

Environment and  
Sustainable Development

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

PHONE: 62071923  
FACSIMILE: 62071925

## 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.

<b>Unit</b>	<b>0</b>	<b>Block</b>	<b>25</b>	<b>Section</b>	<b>10</b>	<b>Suburb</b>	<b>DICKSON</b>
-------------	----------	--------------	-----------	----------------	-----------	---------------	----------------

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:		Dated:

**Please Note: There is a breach of the Crown Lease Clause 1.(c) Commencement Covenant. You will need to apply for an Extension of Time.**

- |  |              |
|--|--------------|
| 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 Party 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  
ACT Planning and Land Authority

Date: 13-FEB-14 14:01:10

Applicant's Name : Colquhoun Murphy  
E-mail Address : kalina.henshall@colquhounmurphy.com  
Fax Number :  
Client Reference : AC KING 140191

**Did you know? Lease Conveyancing enquiries can be lodged electronically at [www.canberraconnect.act.gov.au](http://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

13-FEB-2014 14:01

**PLANNING AND LEASE MANAGER (PaLM)**  
**LEASE CONVEYANCING ENQUIRY REPORT**

Page 1 of 2

**INFORMATION ABOUT THE PROPERTY**

**DICKSON Section 10/Block 25**

**Area(m2):** 682.7

**Unimproved Value:** \$441,000

**Year:** 2013

**Subdivision Status:** Application not 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.

**DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)**

No Applications Found.

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

The information on development applications on adjacent blocks is to assist purchasers to be aware of possible nearby development activity. Copies of development application(s) can be inspected at ACTPLA's Customer Service Centre, please contact ACTPLA on 6207 1923 to ensure plans are readily available.

**PLEASE NOTE:** This information does not cover all development activity.

Since the introduction of the Planning and Development Act 2007 a significant range of development activity can now be undertaken without development approval. The full list of activities that are exempt from development approval can be found in the Planning and Development Regulation 2008. Activities that are exempt from development approval include, but are not limited to, new or additions to single residences that comply with relevant Territory Plan codes, certain sheds, carports, pergolas etc. This report does not cover such exempt development activity. For more information on exempt development activities refer to [www.actpla.act.gov.au](http://www.actpla.act.gov.au) or contact ACTPLA on the number above.

<u>Sect</u>	<u>Blk</u>	<u>DA No.</u>	<u>Description</u>	<u>Overlay Policy</u>	<u>Status</u>
9	15	201324449	SINGLE RESIDENTIAL-SEEKING APPROVAL FOR EXISTING WORK. Proposed approval for existing unapproved front courtyard wall and rear deck.	Approval Conditional	18-DEC-13

**Please Note: A section master plan exists or is being considered over this section.**



Dame Pattie Menzies Building  
16 Challis Street  
Dickson, ACT 2602

13-FEB-2014 14:01

**PLANNING AND LEASE MANAGER (PaLM)  
LEASE CONVEYANCING ENQUIRY REPORT**

Page 2 of 2

**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>

**CONTAMINATED LAND SEARCH**

Records held by the Environment Protection Unit (EPU), Environment ACT for the land indicate the following:

The block is not recorded on the Register of contaminated sites under section 21(A) of the Environment Protection ACT 1997.

At present the EPU has no information on the contamination 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.

I appreciate that this does not absolutely rule out the existence of contamination of the soils. If you or your clients wish to be completely sure you, or they, should arrange to conduct independent tests.

**ASBESTOS SEARCH**

Records held by ACTPLA indicate that loose asbestos was not identified in the ceiling cavities of these premises (but not including any shed or garage on the property) during the government programme conducted in the early 1990's. However, ACTPLA cannot say anything about the presence or otherwise of loose asbestos on these premises since that program was conducted.

Notwithstanding the above, ACTPLA gives no warranty or assurance in relation to the accuracy of the information provided above and the enquirer should make their own enquiries and obtain their own reports in relation to the presence or otherwise of asbestos on these premises.

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





**LAWRIE PAUL**  
BUILDING & PEST SERVICES

## **LAWRIE PAUL BUILDING & PEST SERVICES**



PROPERTY AT:

**36 Hope Street  
DICKSON ACT**

Date of Inspection: Tuesday 18<sup>th</sup> February 2014



Member of:  
Master Builders Association  
Heating Industry Association  
Australian Environmental Pest Management Association

PO Box 450 Curtin ACT 2605  
Telephone: 02 6297 6286  
Mobile: 0422 199 147  
Email: [inspector@lawriepaul.com.au](mailto:inspector@lawriepaul.com.au)  
[www.lawriepaul.com.au](http://www.lawriepaul.com.au)  
ARN 84 164 931 548

## **Pre-Purchase Inspection - Residential Building Report – (ACT)**

**Complies with Australian Standard AS 4349.1- 2007 Inspection of Buildings Part 1:  
Pre-Purchase inspections – Residential buildings – Appendix “C”**

### **Administration Details**

**Property Address:** 36 HOPE STREET DICKSON ACT 2602

**Client:** B King

**Account to:** C/o A King  
36 Hope Street  
DICKSON ACT 2602

### **Agreement Details**

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 is limited to Appendix C AS4349.1-2007.

The report does not include an estimate of the cost for rectification of the Defects. The overall condition of this building has been compared to similarly constructed & reasonably maintained buildings of approximately the same age.

**Date of Agreement:** 18<sup>th</sup> February 2014

**Specific Requirements/Conditions Required by You were:** Nil

**Changes to the Inspection Agreement requested:** Not applicable

Date the Changed Agreement was accepted: Not applicable

Time the Changed Agreement was accepted: Not applicable

- ◆ **This Report is subject to conditions and limitations. Your attention is particularly drawn to the Disclaimer of Liability to Third Parties, Limited Liability to a Purchaser within the Australian Capital Territory and to the Notice to the Purchaser at the back of this Report.**

### Inspection Details

**Date of the Inspection:** Tuesday 18<sup>th</sup> February 2014

**Time of Inspection:** 8:00 am

**Persons in Attendance:** Vendors Representative

**Weather Conditions at the time of Inspection:** Dry

**Recent Weather Conditions:** Wet

**Building Furnished:** Yes

**Building Tenancy:** Occupied

### Areas Inspected and Restrictions to the Inspection

**The Inspection included:** The Building and the site including fences that are up to 30 metres from the building and within the boundaries of the site.

- 1. The Actual Areas Inspected were:** The Building Interior, The Building Exterior, The Roof Exterior, The Site, The Subfloor

Other Areas Inspected were: Garage, carport and storage sheds.

**(a) Areas NOT Inspected Including Reason(s) were:**

Subfloor – slab on fill to rear extension and wet areas  
Roof void – raked ceiling and flat roof to rear extension  
Under patios – bricked in

**(b) Areas NOT Fully Inspected Including Reason(s) were:**

Inside house – furnishings and stored items restrict visual inspection to some areas  
Garage/storage sheds – stored items reduced visual inspection to some areas  
Fence – vegetation and sheds restricts visual inspection in some areas

### Recommendations to Gain Access and Reinspect

**The Area(s) and/or Section(s) to which Access should be gained or fully gained are:** As per items B above.

Further Inspection and Reporting of these areas is Essential once access has been obtained and prior to a Decision to Purchase to determine if any major defect/safety hazard exists in these areas/sections.

**Factors that Influenced the Inspection/Report Outcome**

Limitations to the Inspection, apart from “Access Issues” noted above, and how these limitations, have affected the Inspection and/or the preparation of the report:

The limitations were: Nil

**Details of Apparent concealment of possible defects:**

Evidence of apparent concealed defect(s) was seen and details were: Nil

**Information provided to the Inspector that has a bearing on the Inspection and/or Report and from whom and when that information was provided:**

**Important: as this is a visual inspection we strongly recommend the purchaser make inquiries from the vendor about any property issues not visible at time of inspection.**

Additional Information provided was: Nil

**Details of Other Factors influencing the inspection: Nil**

**Description and Identification of the Property Inspected**

This is a three bedroom, imitation brick and weatherboard clad single storey extended residence with internal plasterboard walls and ceiling, timber and concrete floors, pitched roof construction with metal roofing.

**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.**

<b>Council Plan Inspection</b>	<b>Electrical Inspection</b>	<b>Plumbing Inspection</b>
Timber Pest Inspection	Structural (Engineer)	Geotechnical Inspection
Swimming Pool Inspection	Drainage Inspection	Asbestos Inspection
Mould Inspection	Gasfitting Inspection	Appliances Inspection
Airconditioning Inspection	Alarm/Intercom/Data Systems	Hydraulics Inspection
Mechanical Services	Hazards Inspection	Fire/Chimney Inspection
Estimating Report	Garage Door Mechanical	Durability of Exposed Surfaces

**Terminology**

The Definitions below apply to the TYPES OF DEFECTS associated with individual items/parts or Inspection areas (fields) of an item:

**Damage:** The building material or item has deteriorated or is not fit for its designed purpose.

**Distortion, Warping, Twisting:** The Item has moved out of shape or moved from its position.

**Water Penetration, Dampness:** Moisture has gained access to unplanned and/or unacceptable areas.

**Material Deterioration:** The item is subject to one or more of the following defects; rusting, rotting, corrosion, decay.

**Operational:** The item or part does not function as expected.

**Installation:** The installation of an item is unacceptable, has failed or is absent.

## **INSPECTION FINDINGS**

The following areas were inspected where present and within the scope of the inspection -

Interior, The Roof Interior, Exterior, The Roof Exterior, The Subfloor, Garage/Carport, Pergola/Deck, Site.

**Important: Strata Title** - Where an item above is noted as being part of the Common Area, the item is outside the Scope of this Report. It is strongly recommended that an Inspection and Report on these areas be obtained prior to any decision to purchase the Property and/or before settlement. Obtaining these reports will better equip the purchaser to make an informed decision.

### **THE INTERIOR OF THE BUILDING**

If present the following elements were inspected:

**The Rooms:** Ceilings, Walls, Floors, Windows, Doors and Frames, Insect Screens, Trims and Cupboards/Robes.

**Kitchen:** Bench Top, Cupboards, Sink, Taps and Tiles.

**Bathrooms, Toilets, En-suite and Laundry:** Cistern and Pan, Bidet, Taps, Tiles, Bath, Shower, Vanity, Washbasin, Tubs/Cabinet and Ventilation.

### **Description of the Defects/Safety Hazards, Location and the Inspector's Recommendations**

#### **INTERNAL**

- Bedroom 1**
- robe installed with two sliding doors and storage above;
  - all wall and ceiling linings are generally sound, however minor wall sheet joint cracks noted under window, repair prior to next painting recommended;
  - no major defects/safety hazards visible;
- Bedroom 2**
- no robe installed, freestanding furniture only;
  - all wall and ceiling linings are sound;
  - no major defects/safety hazards visible;
- Bedroom 3**
- no robe installed, freestanding furniture only;
  - all wall and ceiling linings are generally sound, no however minor wall sheet joint cracks noted above window, repair prior to next painting recommended;
  - leak stains and mould noted to some wall and ceiling linings, however no moisture meter readings were recorded;

**Bathroom**

- concrete floor construction;
- floor waste installed;
- leaking noted to hand basin drainage, repair recommended;
- minor leaking was induced to base of shower screen in corner adjacent to door, resealing is recommended, moisture meter readings were recorded to base of bathroom door frame due to leak;
- filling of shower base and testing of waterproofing is outside the scope of a standard building report;
- drainage odours present at time of inspection which indicates there may be a blockage in the sanitary drainage line, further investigation by a qualified plumber recommended;
- no exhaust fan fitted;
- floor tiles are sound;
- imitation ceramic tile wall linings are sound;
- all wall and ceiling linings are sound;
- moisture meter readings were recorded to ceiling adjacent to rear wall over bath;
- bathroom door is binding in jamb, tightening of top hinge recommended;

**Toilet**

- concrete floor construction;
- no drainage leaks evident;
- all floor and skirting tiles are sound;
- all wall and ceiling linings are sound;
- moisture staining noted to wall and ceiling adjacent to vent pipe, however no moisture meter readings were recorded;
- two privacy latches fitted, latch to bathroom door requires repair;
- no major defects/safety hazards visible;

**Laundry**

- concrete floor construction;
- single bowl stainless steel by-pass tub installed with metal cabinet under, some corrosion noted to base of cabinet;
- no drainage leaks or water hammer evident;
- minor imperfections noted to vinyl flooring;
- all wall and ceiling linings are sound;
- 80 litre electric mains pressure hot water unit installed, overflow relief valve operating correctly, no corrosion or leaking evident, date of manufacture March 1997, hot water systems can fail at anytime for a number of reasons, however unit was working at time of inspection;
- overhead storage cupboards installed with hinged doors;
- no major defects/safety hazards visible;

**Hall**

- one ceiling mounted smoke detector fitted;
- all wall and ceiling linings are sound;
- storage cupboard installed with hinged doors;
- no major defects/safety hazards visible;

**Kitchen &  
Family Room**

- no drainage leaks or water hammer evident;
- minor leaking noted to base of hot tap, repair recommended;
- recirculating exhaust hood fitted and working;
- 4-plate electric side by side oven and cooktop installed, oven not working correctly, inspection by a qualified technician recommended;
- dishwasher installed, not tested;
- splashback tiles are sound;
- all wall and ceiling linings are generally sound, however minor wall sheet joint cracks noted, repair prior to next painting recommended;
- ceiling fan fitted and working;
- all cupboard doors, drawers and bench tops are in good condition, however moisture swelling noted to a section of bench top;
- no major defects/safety hazards visible;

**Lobby**

- minor ceiling and wall sheet joint cracks noted, repair prior to next painting recommended;
- wall mounted air-conditioning unit installed, whilst the unit was working at time of inspection, testing and reporting on such items is outside the scope of AS4349.1 (Australian Standard);
- no major defects/safety hazards visible;

**Living Room**

- minor ceiling and wall sheet joint cracks noted, repair prior to next painting recommended;
- gas heater installed, whilst the unit was working at time of inspection, testing and reporting on such items is outside the scope of AS4349.1 (Australian Standard);
- no major defects/safety hazards visible;

**THE ROOF INTERIOR**

- Roof Interior**
- not applicable – raked ceiling;

**THE EXTERIOR OF THE BUILDING****Windows**

- aluminium sliding and double hung windows installed to front extension with timber awning windows to original house;
- some sashes are binding in frames, easing recommended;
- screens fitted;
- latches and winders fitted, some winders require maintenance;
- decay noted to some window frames, some panes are loose, repair recommended;

**Eaves**

- fibre cement eave soffit sheets installed;
- no major defects/safety hazards visible;

- Fascia & Barge Boards**
- timber square-dressed fascia and barge boards installed;
  - minor amount of weather degradation has occurred to some areas, which is not considered significant, such weathering can be expected to occur and is regarded as general maintenance, rectification during repainting is accepted practice;
  - no major defects/safety hazards visible;
- Roofing & Flashing**
- colorbond metal roofing installed, screw fixed to original residence with clip lock metal roofing to rear extension;
  - ridge capping is sound;
  - roof plane is true and straight and all appears weatherproof at time of inspection;
  - cleaning of vegetation debris recommended to rear left hand side where extension abuts original residence;;
  - no major defects/safety hazards visible;
- Guttering, Downpipes & Valleys**
- standard quad gutters installed;
  - gutters require cleaning of vegetation debris, gutters not fully visible due to debris;
  - no major defects/safety hazards visible;
- Wall Cladding**
- some imperfections noted to imitation brick wall cladding;
  - fibre cement weatherboard cladding is in good condition;

## THE SUBFLOOR

Did the structure(s) have a subfloor(s) Yes      Where the answer is Yes elements below were inspected:

**Note:** (Where access **was not available or restricted** also refer to the Section "Areas Inspected and Restrictions to the Inspection" on page 3).

**Subfloor ventilation:** Ventilation is important in minimising infestations by timber pests and helps prevent damp problems. The Inspector considers that the ventilation in this property is: **Adequate**

- Subfloor**
- concrete slab construction to rear extension;
  - concrete slab to wet areas, fully enclosed;
  - 100x75 & 100x50 hardwood bearers and joists on brick piers with tongue and grooved particleboard and radiata pine timber flooring over;
  - area was generally clean at time of inspection;
  - moist soil noted adjacent to wet areas due to drainage leaks;
  - decay noted to bearer and joists under rear bedroom, however additional bearers and joists have been installed alongside;
  - sealing to original kitchen earthenware pipe is recommended to inhibit drainage odours;



## **GARAGE/CARPORT**

- Garage**
- this is a timber detached structure with concrete floor and asbestos cement roofing;
  - two hinged doors fitted;
  - no light or power installed;
  - weather degradation noted to some wall cladding;
  - cutting back of adjacent vegetation is recommended;
  - garage could not be fully inspected due to stored items against some walls and floor;
- Rear Attached Workshop**
- this is a timber structure with timber floor and metal roof;
  - decay and borer damage noted to flooring, replacement recommended;
  - decay noted to some wall cladding;
  - cutting back of adjacent vegetation is recommended;
  - no sarking installed under roofing (not mandatory);
  - shed could not be fully inspected due to stored items against some walls and floor;
- Storage Shed**
- this is a metal structure with concrete floor, metal roof and hard board ceiling;
  - light and power installed;
  - imperfections noted to ceiling, repair recommended;
  - weather degradation noted to fascia boards, repainting recommended;
  - shed could not be fully inspected due to stored items against some walls and floor;
- Carport**
- this is a metal detached structure with concrete floor;
  - no light or power installed;
  - no sarking installed under roofing (not mandatory);
  - no major defects/safety hazards visible;

## THE SITE

- Driveway**
- minor appearance cracking noted to concrete driveway;
- Surface Water Drainage**
- no adverse overland stormwater flow indicators were present for normal weather conditions;
- Heating/Cooling**
- air-conditioning condenser unit installed to left hand side, whilst the unit was working at time of inspection, testing and reporting on such items is outside the scope of AS4349.1 (Australian Standard);
- Fences**
- metal fencing is in good condition;
  - some decay and loose palings evident to timber fencing;
  - fencing was not fully visible due to vegetation and sheds;
- Additional Comments**
- some floor squeaks noted throughout house due to floor frame shrinkage;
  - this residence wet areas walls and garage roof are believed to be clad with asbestos cement base product, refer to important information item 5;

## SERVICES

### **Electrical Installation:**

All electrical wiring, meter-box and appliances need to be checked by a qualified electrician. The checking of any electrical item is outside the scope of this report, as is the clearance of ceiling insulation to light fittings. It's recommended that a licensed electrician be consulted for further advice.

### **Plumbing:**

All plumbing needs to be inspected and reported on by a plumber. It's recommended that a licensed plumber be consulted for further advice.

### **Hot Water Service:**

Hot water services need to be inspected and reported on by a plumber and/or electrician. It's recommended that a licensed plumber and/or electrician be consulted for further advice.

### **Gas:**

All gas services need to be inspected and reported on by a gas plumber. It's recommended that a licensed gas plumber be consulted for further advice.

### **Phone:**

All phones, phone lines and outlets need to be inspected and reported on by a telecommunications technician. It's recommended that a telecommunications technician be consulted for further advice.

### **Smoke Detectors:**

Australian Standard AS 3786 - Advises that Smoke detectors are required for all buildings where people sleep. It is recommended that an electrician be consulted to give advice on those installed or install these detectors.

## 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 is 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:

Typical

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

Typical

**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 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. IMPORTANT: All Recommendations made in the above Inspection Findings or elsewhere in this Report should be carried out/considered in your decision process, prior to purchase. If it is more than 60 days from the inspection date, we recommend a new inspection and report.*

## Definitions

**High:** The frequency and/or magnitude of defects are beyond the inspector's expectations when compared to similar buildings of approximately the same age that have been reasonably well maintained.

**Typical:** The frequency and/or magnitude of defects are consistent with the inspector's expectations when compared to similar buildings of approximately the same age which have been reasonably well maintained.

**Low:** The frequency and/or magnitude of defects are lower than the inspector's expectations when compared to similar buildings of approximately the same age that have been reasonably well maintained.

**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.

**Major Defect:** Is a Defect requiring building works to avoid unsafe conditions, loss of function or further worsening of the defective item.

**Minor Defect:** Any defect other than what is described as a major defect.

**Accessible area:** is any area of the property and structures allowing the inspector safe and reasonable access within the scope of the inspection.

## **Important Advice**

**Note:** 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 fines 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 and stormwater run off and have the water directed away from the house or to storm water pipes by a licensed plumber/drainer.

## **Important Information Regarding the Scope and Limitations of the Inspection and this Report**

**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.**

- 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 too 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 (*eg. 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 or 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.

In the event 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.** If during the course of the Inspection asbestos or materials containing asbestos happened to be noticed then this may be noted in the **Additional Comments** section of the report. 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 concerned or if 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 is 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 in the course of the Inspection, Mould happened to be noticed it may be noted in the **Additional Comments** section of the report. 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.

### **IMPORTANT DISCLAIMER**

**DISCLAIMER OF 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.

**Note:** In the ACT under the Civil Law (Sale of Residential Property) Act 2003 and Civil Law (Sale of Residential Property) the report resulting from this inspection may be passed to the purchaser as part of the sale process providing it is carried out not 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.

#### **This Report may be attached to the Contract provided that:**

- I. This Report must include: -
  - (a) the Inspection Date; and
  - (b) the date the Report was prepared; and
  - (c) the Pacific International Insurance Limited policy number and expiry date of the professional indemnity insurance policy covering the Inspector who provided the Report.
- II. The Vendor and the Purchaser are advised that within 7 days after the Inspection Date the following information will be given to the Territory (defined in the Act) for inclusion in a publicly available register: -
  - (a) the fact that this Report has been prepared; and
  - (b) the street address of the property inspected; and
  - (c) the Inspection Date stated in this Report; and

- (d) the name and contact details of the company, partnership or sole trader that employs the Building Inspector who prepared the Report; and
- (e) the name of the Building Inspector who carried out the inspection.

**III.** As required by Part 2, Section 7 and Clause 5 of the Regulations the circumstances in which reliance may be placed on the report in respect to the state of the property at the time of the inspection are;

- (a) the inspection was carried out not more than three months prior to the date the property named on the front of the Report was first listed or offered for sale; and
- (b) the date on which the settlement took place was not more than one hundred and eighty (180) days after the Inspection Date; and
- (c) the Report is given by the Vendor to the prospective Purchaser prior to Exchange; and
- (d) The Purchasers agreement to the 'Notice to the Purchaser' should be in a recordable form e.g. email, text, a signed "Notice to the Purchaser" to the company, partnership or sole trader at the address shown on the front of the Report not less than four (4) days prior to the date of settlement.

**IV.** The Vendor and the Purchaser are advised that, upon payment of a reasonable fee, the company, partnership or sole trader that employed the Building Inspector who prepared this Report may supply a copy to any person, Solicitor, company or organization purporting to represent or be a person who has entered into a contract to buy the property.

**NOTE:** The provisions of the above 'Limited Liability to a Purchaser within the Australian Capital Territory only' clause together with the 'Notice to the Purchaser' shall, in all circumstances, form part of the Contract between the Purchaser and the company, partnership or sole trader that employs the Inspector who carried out the Inspection.

**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, If it is more than 60 days from the inspection date, we recommend a new inspection and report.

**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.

The Inspection and Report was carried out by: Michael Ffrench

Address: PO Box 450 CURTIN ACT 2605

Licence: ACT Building Licence No: 2013845 Class C  
NSW Building Licence No: 263281C

Insurance Accreditation Number: AUS-13-10935

Dated this 18<sup>th</sup> Day of February 2014

SIGNED FOR AND ON BEHALF OF: Lawrie Paul Building & Pest Services



Signature:

**Refer Notice to Purchaser (ACT) below**



### 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 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 AS4349.1 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 defence 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 exchange, not more than 3 months have elapsed since the Inspection Date and as at the anticipated 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.

# COMPLIANCE REPORT

## Block 25 Section 10 ACT

As requested, Lawrie Paul Building & Pest Services carried out an inspection of the records provided by Environment and Sustainable Development Department on Tuesday 18<sup>th</sup> February 2014. The information listed below is based on documentation supplied by Environment and Sustainable Development Department and a site visit.

Building Approval Plan No	Certificate of Occupancy	Date	Description of Works
496	2709	01.11.60	Residence
496/A	17912	06.01.75	Bonded Brick Sheeting
496/C	35083	05.04.77	Alterations to Residence

### **SUMMARY**

Based on the plans and documents provided by Environment and Sustainable Development Department, the following has been noted:

1. The family room extension as per Plan Number 496/E never received a Certificate of Occupancy, Building Control approval is required.
2. There are two plans numbered 496, one for the original residence and one for the garage, both plans have been approved;
3. Plan Number 496/D has not been included on Certificate of Occupancy number 35085, however plan has been approved.
4. The carport is exempt from approval.
5. The storage sheds attached to the garage are exempt from approval.

This report has been based on a thorough and careful visual inspection of the building file documents and the property carried out by us. This report deals with matters of compliance with approved plans as held by the Environment and Sustainable Development Department.

*Please find enclosed:*

- 1 Conveyancing Enquiry (2 pages)
- 1 File Index for Conveyancing Search (2 pages)
- 3 Certificates of Occupancy
- 2 Inspection Records
- 1 Survey Certificate
- 3 Sanitary Drainage Plans
- 6 Architectural Plans depicting the original dwelling plus alterations and amendments

## Disclaimer

Finally we state that this compliance report is for the use of the Addressee/Purchaser. We accept no responsibility or liability to any other party who might use or rely upon this report without our prior knowledge and written consent. Also, we must state that neither the whole nor any part of this report, or any reference thereto may be included in any published document, circular or statement, nor published in part or in full in any way without the written approval of Lawrie Paul Building Services of the format and context in which it may appear.

No reliance may be placed on this report after 180 days.

Should you require any further assistance please contact me.



Michael Ffrench

ACT Building Licence No: 2013845 Class C

NSW Building Licence No: 263281C

Professional Indemnity Insurance

Policy No. AUS-13-10935

Expiry Date October 2014



PO Box 19-410 Avondale  
 Auckland New Zealand  
 Telephone: (64 9) 820 3433  
 Fax: (64 9) 820 3434  
 Email: insurance@pacificintins.com

### CERTIFICATE OF CURRENCY

This is intended for use as evidence that the cover summarised below has been effected and shall be subject to all terms and conditions and exclusions of the Policy document and Schedule.

If the Insured has a Premium Funding agreement in place, this Policy may be cancelled in accord with the terms of the Insurance Contracts Act if the Insured fails to make the required payments.

**The Insured:** Mick Ffrench Pest & Building Services Pty Ltd  
 T/as Lawrie Paul Building Services

**Address:** 16 Marril Street  
 QUEANBEYAN NSW

**PARTICULARS OF INSURANCE COVER**

Insurer:	Pacific International Insurance Limited	
Policy Number:	AUS-13-10935	
Period of Insurance Cover:	14 October 2013 To 14 October 2014	
Limit of General & Public Liability:	\$5,000,000	Any one claim and in the aggregate during the period of insurance.
Sub-Limit of General & Public Liability Environmental Impairment:	\$250,000	Any one claim and in the aggregate during the period of insurance.
Limit of Professional Indemnity:	\$500,000	Any one claim and in the aggregate during the period of insurance.

Pacific International accepts no responsibility for any failure to notify the recipient of this Certificate of Currency in the event of the policy being cancelled.



Monday, 14 October 2013



# Building Conveyancing Enquiry RESIDENTIAL

Please note that the information provided is limited to the material contained on the building file at the time of completing the conveyancing enquiry.

**Note:** Our aim is to provide a 4 to 5 full working day turnaround period for the standard services. Fast track services will only be accepted when ESD has the resources available to deliver the service. The turnaround time commences from the receipt of the form at Mitchell and does not include delivery time by mail or DX, weekends and public holidays.

Mail to ESDD Mitchell Office - GPO Box 1908 Canberra ACT 2601 or email to [buildingconveyance@act.gov.au](mailto:buildingconveyance@act.gov.au) or in person to: 8 Darling Street Mitchell 2911.  
If you have difficulty completing this form please telephone (02) 6207 1923

## Part 1: Site Details

Block: 25 Section: 10 \*Unit (if applicable): \_\_\_\_\_  
Suburb: Dickson  
Street Number: 36 Postcode: 2602  
Street Address: Hope street

\*Additional  
Information/Location  
Description (required if a Unit)

king

## Part 2: Applicant to complete

Name of Applicant: Lawrie Paul Building & Pest Services  
Postal Address: PO Box 450 CURTIN ACT 2605  
Phone (Business Hours): 6297 6288  
Professional User ID (if applicable): \_\_\_\_\_  
Lessea: Rebecca  
Email Address: inspector@lawriepaul.com.au

### Office Use Only

Title: \_\_\_\_\_  
Fees: \_\_\_\_\_  
Officer: \_\_\_\_\_  
Date Completed: \_\_\_\_\_

## Part 3: Description of Service

Standard \$83.40  Fast track \$266.40\* (GST Incl.)

Additional Documentation (fees will apply)  Sanitary Drainage Plan (\$20.70 additional)  
Additional Information Requests: \_\_\_\_\_

## Part 4: Delivery Methods

Posted  Collect at Mitchell Counter (Phone when ready)  
 DX number \_\_\_\_\_  Collect at ACT Government Shopfront \_\_\_\_\_

### ACCESS AUTHORISATION

I declare that the particulars of this application for search and/or copies of plans/documents are true and correct in every detail and I am the person indicated by a tick in the relevant box below.

- I am the owner  I have authorisation (attached) from the Trustee of the Deceased Estate  
 I have authorisation for Power of Attorney (attached from the owner)  I have authorisation (attached) from the Solicitor representing the owner  
 I act for a Mortgagee in possession  
 I have authorisation (attached) from the owner  
 I am the solicitor acting on behalf of the owner

Applicant's Signature \_\_\_\_\_

Date 10, 2, 14

**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?<br>See file copies attached   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 3. Are there any records on the building file of current housing<br>Indemnity insurance policies for building work?<br>(Current within 5 years) See file copies attached | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 4. Are there any records on the building file showing building<br>applications still being processed?<br>(Current within 3 years) See file copies attached               | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 5. Are there any records on the building file of current notices issued<br>over the property? See file copies attached   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

If available, copies of the following documents are provided:

- |                                |                                     |                                     |
|--------------------------------|-------------------------------------|-------------------------------------|
| • Certificate of Occupancy     | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| • Survey Certificates          | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| • Approved Building Plans      | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| • Ex government Building Plans | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

If requested:

- |                    |                                     |                          |
|--------------------|-------------------------------------|--------------------------|
| • Drainage Plan(s) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|--------------------|-------------------------------------|--------------------------|

Search officer comments (if any?) See Index

Search officer initials: Louise

Cost of application: \$ 104.10

Date completed: 14-02-14

**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 B20XXXXX only but will be referenced as B20XXXXX/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 B20XXXXX/B, the second amendment B20XXXXX/C etc.

CONVEYANCING BUILDING FILE INDEX

SUBURB: **Dickson** SECTION: **10** BLOCK: **25** UNIT: **-** EX GOV: **No** PAGE: **1/2**

COU ISSUED Y/N	PLAN NUMBER	FOLIO NO.	DESCRIPTION OF WORK	AMEND	DETAILS	INDEM INSUR	SURVEY	PERMIT NUMBER	COST OF WORKS	COU PLAN NO. & DATE	FOOTINGS DATE
Y	496	/	Residence						£4,000		
Y	496	/	Garage					496			
		/	Final								31-10-60
Y	496/A	/	Bonded Brick Sheeting						\$1,250	496 01-11-60	
		/	Final (Plan 496/A)					496/A			
		52									02-01-75
		53								496/A 06-01-75	
N/A	496/B	55	Survey				Y				
		57	Additions (Superseded)								
Y	496/C	61	Alterations To Residence						\$2,500		
Y	496/D	64			Y						
		66									
		78	Final (Plan 496/C)					496/C			01-04-77
		79									
N	496/E	80	Alterations to Residence						\$6,000	496/C 05-04-77	
		83									
		85	Slab Prep (Plan 496/E)					496/E			08-10-81

Drainage Plan Number: 4492

Soil Classification Number: No

Comments: Two plan numbers 496 - one for the original residence & one for the garage; COU issued over both.

No plans for project 496/A; letter only.

At the time of issue, the COU on folio 79 did not require amendments and details to be noted. Detail 496/D is approved and included in the approval process.



No COU issued for plan 496/E; Slab prep & pre-sheet inspections only.

AUSTRALIAN CAPITAL TERRITORY.  
CIVIC BRANCH.

DEPARTMENT OF THE INTERIOR

Building and Services Ordinance 1924-1942. No. 2709  
Canberra Building Regulations.

**CERTIFICATE OF COMPLETION.**

THIS IS TO CERTIFY that a building has been completed by *Capital Const. Pty Ltd.*  
on Block *25* of Section *10* at *Dickson* ..... the Lessee of the  
for *Capital Const. Pty Ltd* .....  
said Block, in accordance with the plans and specifications approved therefor, and  
in accordance with the provisions of the Canberra Building Regulations made under  
the *Building and Services Ordinance 1924-1942. (PLAN No 496)*

Dated this *1<sup>st</sup>* ..... day of *November* 19*60*.....

*[Signature]*

Proper Authority.

53

**CERTIFICATE OF FITNESS  
(Class I and X Occupancy Only)**

ADVISE TO	Name of Permit holder	Address
	Name of Lessee	Address

*J. Schroyer*  
*J.M. King*

It is hereby certified that the building consisting of Banded brick structure

situated on Block 25 Section 10 in the Canberra Division of Didsbury /or  
situated at ..... for which plans and specifications were approved and a building permit issued under the  
provisions of the Building Ordinance 1972. is fit for use and/or occupation.

Type of construction	Class of occupancy	Number of storeys
Permit No.	* as defined in the Building Manual A.C.T.	
Approved Plan No.	* as defined in the Building Manual A.C.T.	

611/175 17912,  
*G. Wright*  
Deputy Building Controller

79

Department of the Capital Territory  
Building Section

Australian Capital Territory  
Building Ordinance 1972-74  
(Part V)

CERTIFICATE OF FITNESS  
(CLASSIFIED X OCCUPANCY ONLY)

BL1/8(9/75)

It is hereby certified that the building consisting of Alterations to Residence

..... situated on

Block	Section	Division
25	10	JACKSON
or situated at		

for which plans and specifications were approved and a Building Permit issued under the provisions of the Building Ordinance 1972, is fit for use and/or occupation.

Approved plan no.

496/c

Type of construction\*

Class of occupancy\*

Number of storeys

Permit no.

16153

Name of permit holder

E.M. King

\*As defined in the Building Manual  
A.C.T.

No

35083

M. J. Williams 5/4/77

Deputy Building Controller

# INSPECTION RECORD

85



Permit Holder:

Block:

25

Section:

10

Division:

Duckson

Stage:

Slab Prep

A brief inspection of parts of the construction on this site has indicated that:-

Work  may  may not proceed to next stage.

The following matters appear to require your attention

.....

Please rebook this inspection stage when rectified

Posted

Left on site

8.10.81  
Building Inspector

# INSPECTION RECORD



Permit Holder: \_\_\_\_\_

Block: 25

Section: 10

Division: DICKSON

Stage:

FRAME/PRE SHEET PREPARATION OK

A brief inspection of parts of the construction on this site has indicated that:-

Work  may  may not proceed to next stage.

The following matters appear to require your attention

NOTE: THE 200X50 ORIGN RAFTING ARE WELL UNDER SIZE FOR THE SPAN.

SUGGEST THE SPANS BE REDUCED BY FIXING A BEAM UNDER THIS ACROSS THE CENTRE OF THE ROOM.

Please rebook this inspection stage when rectified

Posted

Left on site

..... 19/2/82  
Building Inspector

**IAN R. CLARKE**  
LAND ENGINEERING & MINING  
SURVEYOR

MEMBER INSTITUTE OF SURVEYORS  
AUSTRALIA (SYDNEY DIVISION)  
REGISTERED UNDER SURVEYORS  
ACT 1929  
SURVEYOR TO DEPARTMENT  
OF MINES  
LICENSED IN A.C.T.



REGISTERED BY  
THE INSTITUTION OF SURVEYORS, AUSTRALIA  
FOR THE USE OF ITS MEMBERS ONLY

ADDRESS ALL MAIL TO  
P.O. BOX 88 QUEANBEYAN

PHONE  
QUEANBEYAN 641

DUDLEY'S BUILDINGS  
MONARO STREET  
QUEANBEYAN

8th September 1960.

Messrs Capital Constructions Pty. Ltd,  
Box 302 Canberra  
City.

Dear Sirs,

I have to report having made a survey of the land comprised in Block 25 of Section 10 of the Division of Dickson in the Canberra City District as shown on Deposited Plan number 742 which is held in the Office of the Registrar of Titles Canberra being the land shown edged red in sketch below.

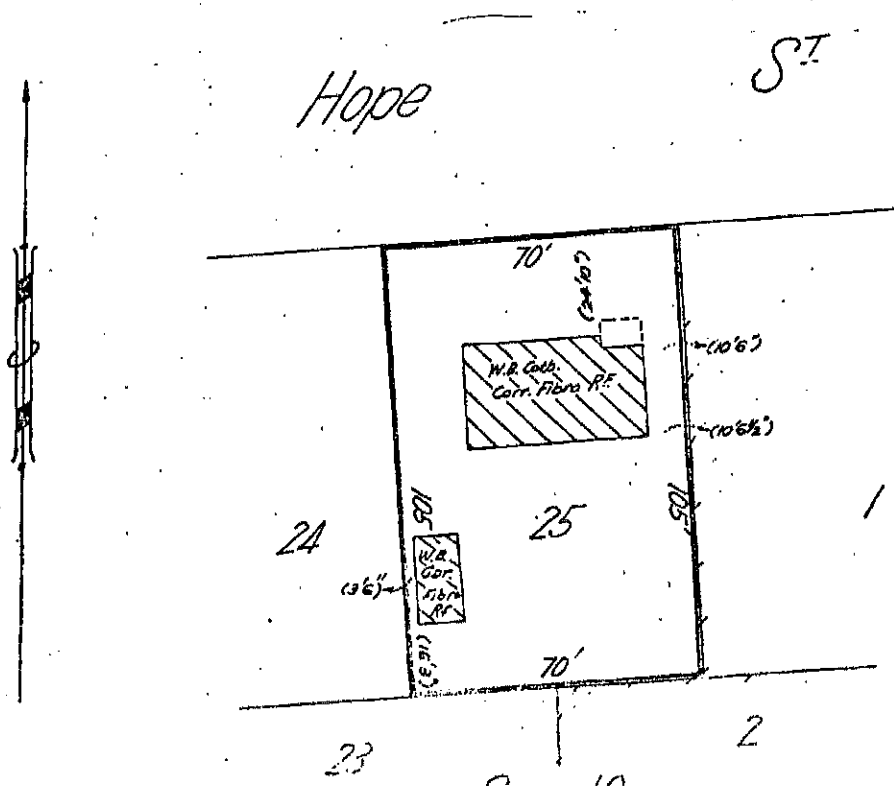
I find thereon erected one weatherboard built and corrugated fibro roofed cottage dwelling no portion of which extends beyond the correct boundaries of the land.

The position of the cottage on the block is shown in sketch below.

The northeastern boundary and part of the southeastern boundary is approximately correctly fenced.

There are no encroachments by or upon the property.

Yours faithfully,



INCHES

1

2

3

4

5

6

7

8

9

10

Drainage Plan No. 2492

PLAN OF DRAINAGE.

FOR

Owner CAPITAL CONSTRUCTIONS PTY LTD

BLOCK 25 SECTION 10

DISTRICT: DICKSON A.C.T.

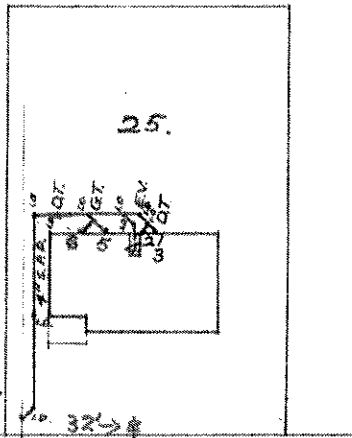
REFERENCE.

- |                                 |                                     |                                 |
|---------------------------------|-------------------------------------|---------------------------------|
| B.T. Boundary Trap.             | S.T. Silt Trap.                     | E.V. Educt Vent.                |
| G.T. Gully Trap.                | C.I.P. Cast Iron Pipe.              | I.V. Induct Vent.               |
| D.T. Disconnecter Trap.         | G.W.I.P. Galv. Wrought Iron Pipe.   | S.I.V.P. Soil Induct Vent Pipe. |
| G.D.T. Gully Disconnecter Trap. | S.P.D. Stoneware Pipe Drain.        | S.V.P. Soil Vent Pipe.          |
| G.I.T. Grease Interceptor Trap. | I.C. Inspection Chamber.            | V.P. Ventilating Pipe.          |
| S.V. Stop Valve.                | I.O. Inspection Opening.            | T.I.T. Triple Interceptor Trap. |
|                                 | I.O.J. Inspection Opening Junction. | I.O.B. Inspection Opening Bend. |

Scale 40 feet to 1 inch.

(See Regulations).

CONSTRUCTED DETAIL  
 SANITARY PLUMBING AND  
 DRAINAGE WORK INSTALLED  
 AND PASSED BY INSPECTOR  
 Mr. [Signature]  
 DATE 22-10-60



FIXTURES.

- |       |               |
|-------|---------------|
| NO 1  | BATH          |
| NO 2  | LAV. BASIN    |
| NO 3  | SHOWER        |
| NO 4  | W. CLOSET     |
| NO 5  | LAUNDRY TUBS. |
| NO 6. | KITCHEN SINK. |

NOTE

Drains to be laid shown in blue lines.

Designed by W. Williams

[Signature]  
 J.W. Engineer.

5/7/1960



PLAN OF SANITARY DRAINAGE

DRAINAGE PLAN No. 4492

OWNER MR & MRS J KING

250764  
496  
PA 19/4

BLOCK 25 SECTION 10 DICKSON

A.C.T.

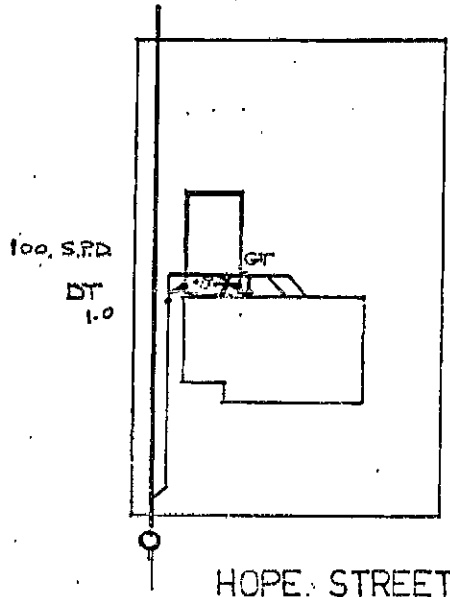
REFERENCE

- |   |                         |                       |
|---|-------------------------|-----------------------|
| D.T DISCONNECTOR TRAP   | C.I.P. CAST IRON PIPE   | V.P. VENTILATING PIPE |
| E.V. EDUCT PIPE   | I.O. INSPECTION OPENING | F.T. FLOOR TRAP       |
| G.T. GULLY TRAP   | I.C. INSPECTION CHAMBER | S.V.P. SOIL VENT PIPE |
| S.P.D. STONE WARE PIPE DRAIN  | M.H. MAN HOLE           | V.R. VERTICAL RISER   |
| NOTE All work to be executed in accordance with Canberra Sewerage Regulations |                         | E.J. EXPANSION JOINT  |

FIXTURES

- 1 WATER CLOSET
- 2 BATH
- 3 BASIN
- 4 SHOWER
- 5 SINK
- 6 TROUGHS
- 7 URINAL
- 8 CLEANERS SINK
- 9 WASTE DISPOSAL UNIT
- 10 BIDET

SCALE 1:500



NOTE DRAINS UNDER BUILDINGS MUST BE RELIED WITH RUBBER RING JOINTED PIPE.

NOTES

~~Drains to be laid in accordance with Canberra Sewerage Regulations and the Canberra Code of Practice for Sanitary Drainage.~~

DRAINS TO BE LAID ARE SHOWN IN BLUE LINES  
DRAINS UNDER BUILDINGS MUST BE RETESTED. DRAINS HAVING CEMENT JOINTS MUST BE TOTALLY SURROUNDED BY CONCRETE, 150mm THICK.

INSPECTION OPENING MUST BE PROVIDED AT THE FOLLOWING LOCATIONS--

- (1) AT THE PROPERTY BOUNDARY & AT BRANCH TIE POSITION.
- (2) ON EACH W.C. OR SLOP-HOPPER BRANCH
- (3) AT INTERVALS OF NOT MORE THAN 30M SPACED EQUIDISTANT WHERE POSSIBLE, AND
- (4) IMMEDIATELY UPSTREAM AND DOWNSTREAM OF ALL JUMP-UPS

THIS PLAN TO BE READ IN CONJUNCTION WITH APPROVED ARCHITECTURAL DRAWINGS AND SPECIFICATIONS.

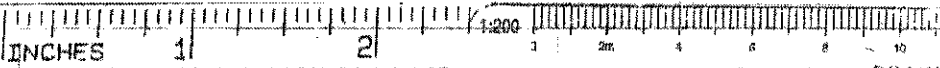
EXISTING DRAINS SHOWN IN GREEN LINES - - - DRAINS TO BE DELETED SHOWN BY RED X.  
POSITION OF BRANCH TO BE LOCATED BEFORE ANY WORK IS COMMENCED.

Designed by K T DUTHIE PH 811810

*Phillips*  
SEWERAGE ENGINEER

Drawn 30/5/81 Ref 0001

5.6.81  
DATE



PLAN OF SANITARY DRAINAGE

DRAINAGE PLAN NO. 4482 A

OWNER MR & MRS J KING

BLOCK 25 SECTION 10 DICKSON

A.C.T.

REFERENCE

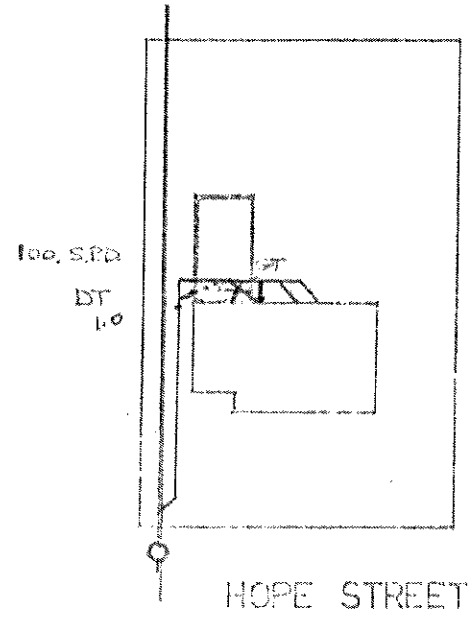
- |                              |                         |                       |
|------------------------------|-------------------------|-----------------------|
| 1.1 DISCONNECTOR TRAP        | C.I. CAST IRON PIPE     | V.P. VENTILATING PIPE |
| F.V. EDUCT PIPE              | I.O. INSPECTION OPENING | F.T. FLOOR TRAP       |
| C.T. CULLY TRAP              | I.O. INSPECTION COVER   | S.V.P. SOIL VENT PIPE |
| S.P.D. STONE WARE PIPE DRAIN | M.H. MAN HOLE           | V.R. VERTICAL PIPE    |
|                              |                         | E.J. EXPANSION JOINT  |

NOTE: All work to be executed in accordance with C.A.B. Drainage Code

FIXTURES

- 4-WATER CLOSET
- 2-BATH
- 3-BASIN
- 4-SHOWER
- 5-SINK
- 6-TUBS
- 7-URINAL
- 8-CLEANERS SINK
- 9-WASTE DISPOSAL UNIT
- 10-DINET

SCALE 1:500



NORTH

NOTE: DRAINS UNDER BUILDINGS MUST BE REINFORCED WITH BRICK OR SOLID CONCRETE

NOTES

- 1. ALL DRAINS TO BE REINFORCED WITH BRICK OR SOLID CONCRETE
- 2. ALL DRAINS TO BE REINFORCED WITH BRICK OR SOLID CONCRETE
- 3. DRAINS UNDER BUILDINGS MUST BE REINFORCED WITH BRICK OR SOLID CONCRETE
- 4. DRAINS UNDER BUILDINGS MUST BE REINFORCED WITH BRICK OR SOLID CONCRETE
- 5. INSPECTION COVERS MUST BE PROVIDED AT THE FOLLOWING LOCATIONS:
  - (a) AT THE PROPERTY CORNERS & AT CHANGED POSITION
  - (b) AT EACH W.C. OR FLUO. OVER BRASS
  - (c) AT WATER MAIN DEPARTURE FROM BUILDING FOUNDATION WHERE POSSIBLE AND
  - (d) IMMEDIATELY UPSTREAM AND DOWNSTREAM OF ALL JUNCTIONS
- 6. ALL DRAINS TO BE REINFORCED WITH BRICK OR SOLID CONCRETE

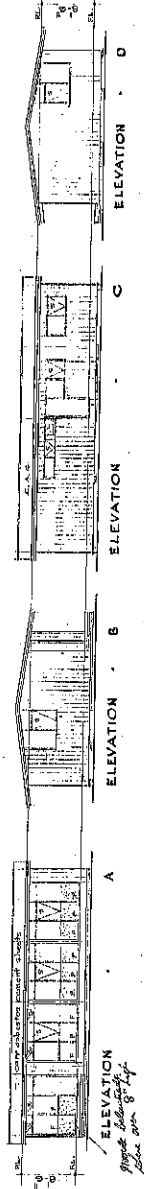
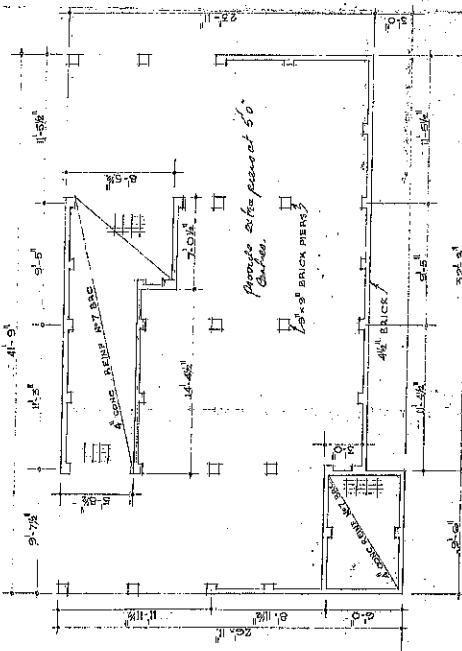
ALL DRAINS UNDER BUILDINGS MUST BE REINFORCED WITH BRICK OR SOLID CONCRETE

DESIGNED BY K.T. O'NEILL P.E. 316810

*J. Hillabee*  
 CONTRACT ENGINEER

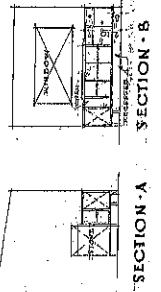
5.6.81  
 DATE

20/5/81 - 0191

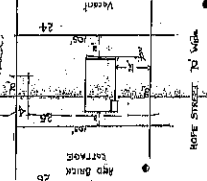
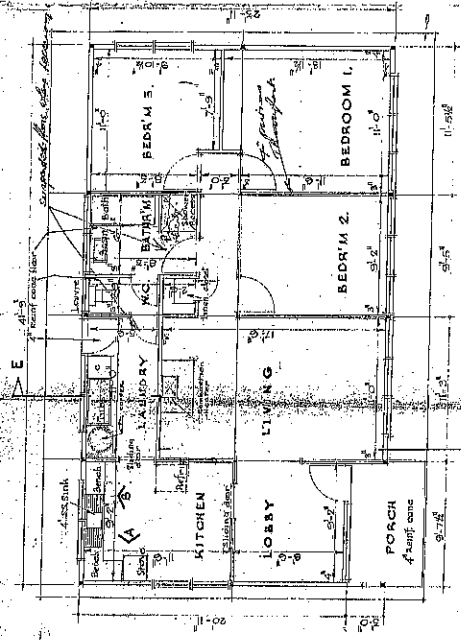
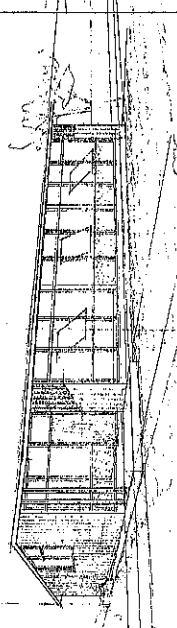


DETAILS TO BE SUBMITTED BY ARCHITECT WITH THE CANTONNA BEFORE INDICATIONS AND S.A.I.E. COME ON AS DIRECTED.

APPROVED BY NATIONAL ENGINEER COMMISSIONER AS TO DESIGN  
*Approved by National Engineer Commissioner*  
Date: 13/11/52



CUPBOARD DETAILS

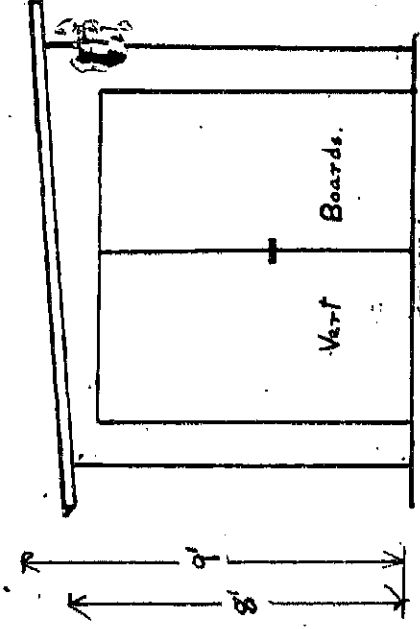
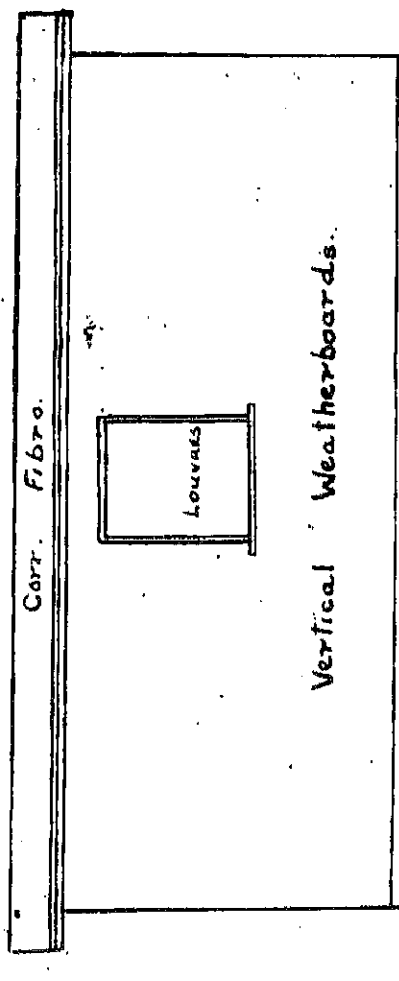


THE 'KARANA' HOME

Timber frame structure to be constructed of wood frame including the floor with 4" thick or more floor joists. ELEVATED LIGHT ELECTRIC LIGHT FIXTURES TO BE POWER POINT

BEVERLY CORPORATION PTY. LTD.  
125 STONEY BAY ROAD, AUCKLAND, N.Z.

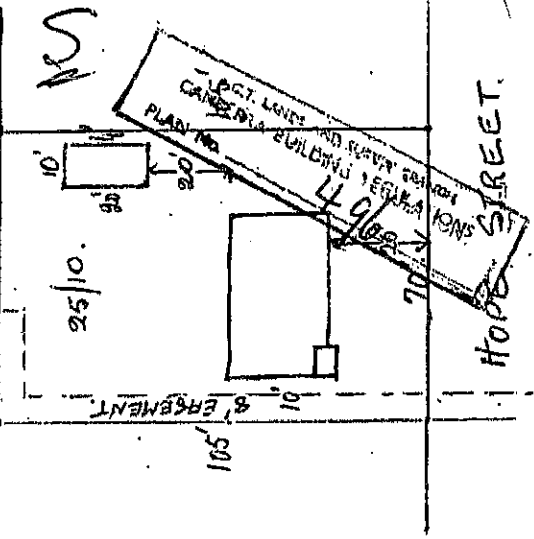
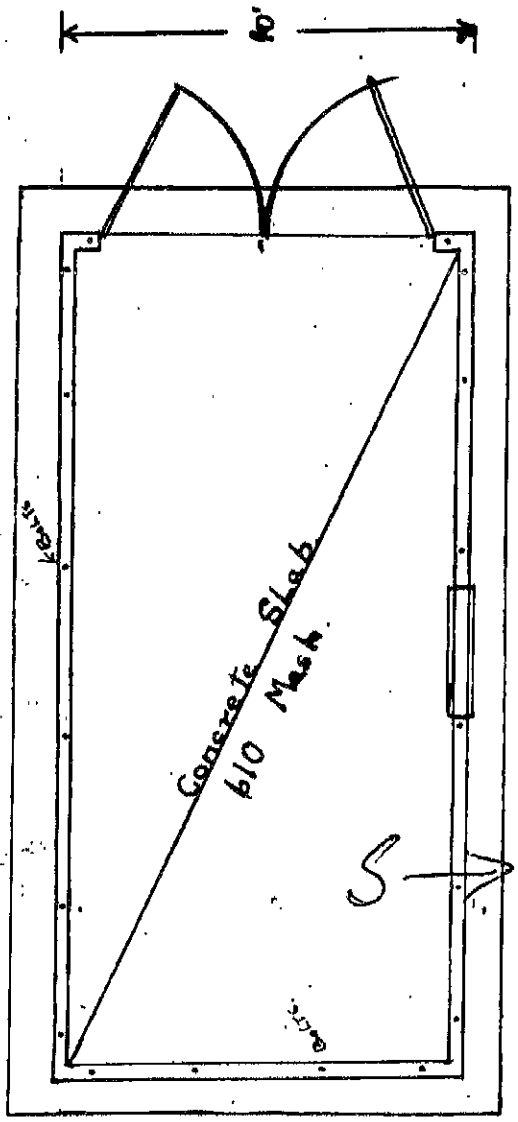
DRAWN BY: <i>John G. ...</i>	
DATE: 13/11/52	SCALE: 1/8" = 1'-0"
SHEET 1	
JOB NO. 4541-2	



RECEIVED  
19 JUL 1960  
BUILDING SECTION

Garage to be erected on Block 25 Section 10.  
DICKSON  
For CAPITAL CONSTRUCTIONS P/L.  
BOX 302 CANBERRA CITY.

ALL STRUCTURAL WORK SUBJECT TO INSPECTION  
AND APPROVAL OF THE PROPER AUTHORITY  
AT ALL TIMES.



Scale 1" = 1 FT.

Scale 1" = 40 FT.

Phone: 491355

496/A  
14.9.73

Dear Sir,

BLOCK 25.. SECTION 19.. DIVISION District..  
APPLICATION FOR APPROVAL OF PLANS AND SPECIFICATIONS  
OF .....

*A. Schranz*  
FOR (LESSEE) .....

*T. King*

Plans lodged at this office relating to the above have been approved and are enclosed.

The following IMPORTANT POINTS should be noted:

1. A Building Permit must be obtained by a licensed builder BEFORE WORK COMMENCES.

To obtain a Permit, the builder should present the approved plans at this office and pay the necessary fee, which will be \$.....

NOTE: An additional permit is not normally necessary in respect of amendments, structural details etc., for a Building for which a current Permit is in force.

2. Your attention is drawn to the notations on the plan which form part of the approval and to any matters specified on the Building Permit.

3. The approval does not extend to the requirements of the A.C.T. Electricity Authority. Advice as to these requirements may be obtained from the Installation Branch, 2nd floor, Electricity House, Canberra City.

4. You are requested to ensure that the inspection requirements are observed for the type of construction involved.

5. It is a contravention of the Building Ordinance 1972 to occupy or use a building, or to permit another person to do so, until a Certificate as to its Fitness for Occupancy and Use has been issued.

Yours faithfully,

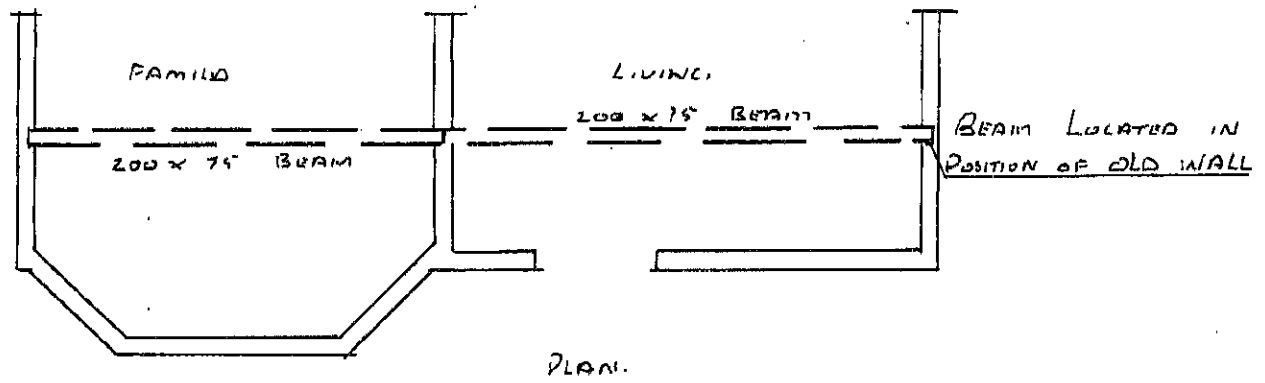
*J Schranz*

(S. J. Schranz)  
Building Section

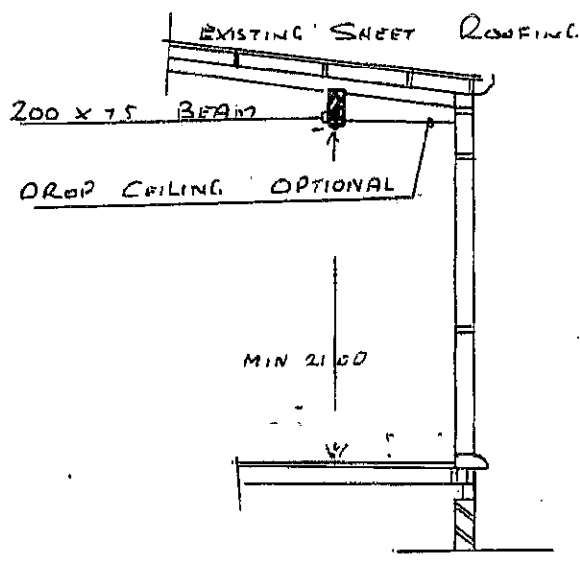


PLANS/FILE No. 496/D  
 Received Building Section  
 KINVER.  
 11 FEB 1976 S1/2  
 Dept. of the Capital Territory

ATTENTION M12



Building to be constructed in accordance with the Building Manual A.C.T.  
 All materials and equipment to be confined to the leased area.  
 Applications to use nature strips or other unleased land to be lodged in writing with Land Services Section



SECTION.

ROOF SUPPORT DETAIL  
 BLOCK 25. SECTION 10  
 DICKSON

476/E  
 WAINWILLE No. 2111  
 Received Building Section  
 14 APR 1981  
 Dept. of the Capital Territory

S112

\*FULL SPECIFICATIONS WILL BE REQUIRED TO BE SUBMITTED IF PERMIT IS APPLIED FOR BY OWNER-BUILDER.\*

INSTALL TO MANUFACTURERS SPECIFICATION

- STRATIFIED METAL DECKING OR SIMILAR 1 1/2 PITCH ✓
- SARKING
- 125 X 50 MM FS CEILING JOISTS 450 MAX C/C ✓
- 200 X 50 MM FS RAFTERS 900 ✓
- 100 MM PINK BATT'S OR SIMILAR ✓

ELEVATION 3 SCALE 1:100

CONSTRUCTION MUST COMPLY WITH A.S. 1684-1979 TIMBER FRAMING CODE AND RELEVANT SUPPLEMENTS

APPROVED SUBJECT TO COMPLIANCE WITH THE CANBERRA SEWERAGE AND WATER SUPPLY REGULATIONS EXCEPT WHERE SHOWN OTHERWISE AND APPROVED BY THE BUILDING MATERIALS SUPERVISOR OF THE BUILDING MATERIALS

DEPARTMENTAL RECORDS INDICATE THAT PORTION OF THE EXISTING SANITARY DRAINAGE SERVICE WILL BE UNDER THE PROPOSED STRUCTURE. ACTION IS TO BE TAKEN TO ENSURE COMPLIANCE WITH THE CANBERRA SEWERAGE AND WATER SUPPLY REGULATIONS.

REPLACE EXISTING TIMBER SLIDING WINDOW WITH ALUMINIUM

PLANS AND SPECIFICATIONS EXAMINED AND RECOMMENDED FOR APPROVAL BY  
 19-02-81 27/9/81  
 ENGINEER FOR WATER SUPPLY AND SEWERAGE  
 CHIEF ELECTRICAL ENGINEER 1/19  
 STRUCTURAL ENGINEER 1/19

PLAN SCALE 1:50

APPROVED FOR CONSTRUCTION BY THE HOLDER OF A CLASS 'B' LICENCE  
 CLASS OF OCCUPANCY: RESIDENCE 1 OUTBUILDINGS 3  
 WAINWILLE 19-5-81  
 TV BUILDING CONTROLLER

ELEVATION 1 SCALE 1:100

PROPOSED ADDITION FOR MR & MRS J. KING  
 BLOCK 25 SECTION 10, DICKSON A.C.T.  
 AREA = 21.520M<sup>2</sup>

ELEVATION 2

ENDS OF METAL DECKING TURNED UP

EXISTING RESIDENCE

BUILDINGS DESIGN AND SITING CONCEPTS AREA IS APPROVED APPROVAL GRANTED

EXISTING RESIDENCE

EXISTING FOOTING

EXISTING FOOTING

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BUILDING WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS TH BUILDING MATERIALS ACT, THE NOTATIONS MADE ON THE PLANS AND ANY MATTERS SPECIFIED ON THE BUILDING PERMIT. THE APPROVAL OF PLANS OR THE GRANT OF A BUILDING PERMIT DOES NOT AFFECT THE OBLIGATION OF ANY OTHER LAW IN THE TERRITORY OR DOES IT AUTHORISE THE USE OF THE LAND CONTRARY TO A CONDITION, COVENANT OR CONDITION OF LEASE.

SECTION AA SCALE 1:20  
 NOTE ALL FOOTINGS TO BE TAKEN TO SOLID GROUND ALL WORK TO COMPLY WITH THE A.C.T. BUILDING MANUAL & TIMBER FRAMING CODE AS I.B.S.A.  
 310 X 250 MM SLAB UNDER WALLS  
 2 LAYERS F50 STEEL REINFORCEMENT SECURELY TIED VIA 2 MM DIA STEEL SPACERS  
 1200 MAX CENTRES  
 MAXIMUM FILL UNDER SLAB NOT TO EXCEED 400 MM.

0.3000  
 NEW STORMWATER TO EXISTING  
 EXISTING RESIDENCE  
 EXISTING STORMWATER  
 0.0000

HOPE STREET  
 TO WATER CONTRACT REQUIRED.  
 LANDSCAPER RESPONSIBLE FOR CORRECT SURVEY

SITE PLAN  
 SCALE 1:500  
 TERRAIN CATEGORY 3  
 NOTE: DATUM ASSUMED



**VISUAL TIMBER PEST INSPECTION & REPORT**  
**IN ACCORDANCE WITH AS 4349.3 - 2010**  
**ACT ONLY**

Report to: B King

Agreement Number: 1-180214

Invoice Address: C/o A King  
36 Hope Street  
DICKSON ACT 2602

Property at: 36 Hope Street  
DICKSON ACT 2602

Date of Inspection: Tuesday 18<sup>th</sup> February 2014

**The purpose** of the inspection is to give advice about the condition of the property with regard to timber pests.

Date of Agreement: 18<sup>th</sup> February 2014

Specific Requirements/Conditions Required by You were: Nil

Weather Conditions at the time of the Inspection: Dry

Comments: Nil

**Contact the Inspector:** 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 prior to acting on this report.

## Summary Only

### IMPORTANT DISCLAIMER

- ✚ 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.
- ✚ 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 within the Australian Capital Territory and to the Notice to the Purchaser at the back of this Report.

### ACCESS

**Are there any area(s) and/or section(s) to which Access should be gained?**

**YES, read report in full**

### TIMBER PEST ACTIVITY

**Were active Subterranean Termites (live specimens) found?**

**NO, read report in full**

**Was visible evidence of Subterranean Termite workings or damage found?**

**NO, read report in full**

**Was visible evidence of borers of seasoned timbers found?**

**YES, read report in full**

**Was evidence of damage caused by wood decay (rot) fungi found?**

**YES, read report in full**

**Are further inspections recommended?**

**YES, read report in full**

**Where any major safety hazards identified?**

**NO, read report in full**

**In our opinion, the susceptibility of this property to timber pests is considered to be: Moderate to High, read report in full**

**For complete and accurate information You must refer to the following Complete Visual Timber Pest Report.**

**Important: We strongly recommend the purchaser make inquiry from the vendor about Timber Pests and in particular Termites for this property.**

**Areas Inspected:** Only structures, fences &/or trees within 30m of the building but within the property boundaries were inspected. The areas inspected were:-

( x ) Interior ( x ) Subfloor ( x ) Exterior ( x ) Out Buildings

( x ) Grounds ( x ) Fences ( ) Timber Retaining Walls ( ) Timber Garden Borders

## **ACCESS**

**Areas NOT inspected:** No inspection was made, and no report is submitted, of inaccessible areas. These include, but may not be limited to, cavity walls, concealed frame timbers, eaves, flat roofs, fully enclosed patios, subfloors, soil concealed by concrete floors, fireplace hearths, wall linings, landscaping, rubbish, floor coverings, furniture, pictures, appliances, stored items, insulation, hollow blocks/posts, etc

**Other area(s) to which REASONABLE ACCESS for inspection was NOT AVAILABLE and the reason(s) why include:**

Subfloor – slab on fill to rear extension and wet areas

Roof void – flat roof to rear extension

Under deck – low construction

Please note since a complete inspection of the above areas was not possible, timber pest activity and/or damage may exist in these areas.

**Area(s) in which Visual Inspection was Obstructed or Restricted and the Reasons why include:**

Inside house – furnishings and stored items restrict visual inspection to some areas

Garage/sheds – stored items reduced visual inspection to some areas

Fence – vegetation and sheds restricts visual inspection to some areas

**Important: If a complete inspection of the above areas was not possible, timber pest activity and/or damage may exist in these areas.**

Further Inspections are strongly recommended to areas where Reasonable Access is Unavailable, Obstructed or Restricted or a High Risk of possible Timber Pests and /or Damage exists.

**High Risk Area(s) to which Access should be gained, or fully gained, since they may show evidence to Timber Pests or damage:**

Inside house

Garage/sheds

Fence

**The following further inspections are recommended for the areas described above:**

Visual Timber Pest Inspection to the property when it is vacant

### **Note: Important Limitations for Safe and Reasonable Access**

Only areas where reasonable access was available were inspected. AS 4349.3 defines reasonable access and states that access will not be available where there are safety concerns, or obstructions, or the space available is less than the following:

**ROOF VOID** – the dimensions of the access hole must be at least 500mm x 400mm, and, reachable by a 3.6M ladder, and, there is at least 600mm x 600mm of space to crawl;

**ROOF EXTERIOR** – must be accessible by a 3.6M ladder placed safely on the ground.

**SUBFLOOR** - Access is normally not available where dimensions are less than 500mm x 400mm for the access hole and less than 400mm of crawl space beneath the lowest bearer, or, less than 500mm beneath the lowest part of any concrete floor;

The inspector shall determine whether sufficient space is available to allow safe access to confined areas.

Reasonable access does not include the use of destructive or invasive inspection methods. Nor does reasonable access include cutting or making access traps, or moving heavy furniture or stored goods.

### BRIEF DESCRIPTION OF STRUCTURE(S) INSPECTED:

SINGLE STOREY THREE BEDROOM HOUSE CONSTRUCTED OF WEATHERBOARD CLAD AND IMITATION BRICK WITH TIMBER FLOORING ON BRICK PIERS AND CONCRETE SLAB FLOORING WITH A METAL ROOF. OTHER STRUCTURES INCLUDE A GARAGE, STORAGE SHED AND CARPORT. THERE ARE ALSO CONCRETE GARDEN BORDERS WITH TIMBER AND METAL BOUNDARY FENCING.

**Was the property furnished at the time of inspection:** YES

**Furnished properties:** Where a property is furnished at the time of the inspection the furnishings and stored goods may be concealing evidence of Timber Pest Activity. This evidence may only be revealed when the property is vacated. A further inspection of the vacant property is strongly recommended in this case.

### VISUAL REPORT ON AREA(S) INSPECTED:

**HOUSE:** No active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection

No evidence of borer activity was sighted in areas accessible at the time of the inspection

Borer activity is usually determined by the presence of exit holes and/or frass. Since a delay exists between the time of initial infestation and the appearance of these signs, it is possible that some borer activity may exist that is not discernible at the time of inspection.

Evidence of wood decay fungi (wood rot) was found in lower door frame in the bathroom

Whilst we are not builders the damage appears to be:  
( ) slight ( x ) moderate ( ) moderate – extensive ( ) extensive

**ROOF VOID:** Not applicable - flat roof construction

**SUBFLOOR:** No active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection

Visible evidence of borer damage was sighted in some bearers and joists, no treatment required

The species of borer is believed to be:  
( x ) *Lyctus brunneus* ( ) *Anobium punctatum* ( ) Other.....

Whilst we are not builders, the damage appears to be:  
( x ) slight ( ) moderate ( ) moderate – extensive ( ) extensive

Borer activity is usually determined by the presence of exit holes and/or frass. Since a delay exists between the time of initial infestation and the appearance of these signs, it is possible that some borer activity may exist that is not discernible at the time of inspection.

Evidence of wood decay fungi (wood rot) was found in bearer and joists under the rear bedroom, new timber in place adjacent to damaged timber

Whilst we are not builders the damage appears to be:  
( ) slight ( ) moderate ( x ) moderate – extensive ( ) extensive

**GARAGE:**

No active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection

Visible evidence of borer damage was sighted in timber flooring at the rear of the garage

The species of borer is believed to be:

*Lyctus brunneus* ( ) *Anobium punctatum* ( ) Other.....

Whilst we are not builders, the damage appears to be:

( ) slight  moderate ( ) moderate – extensive ( ) extensive

Borer activity is usually determined by the presence of exit holes and/or frass. Since a delay exists between the time of initial infestation and the appearance of these signs, it is possible that some borer activity may exist that is not discernible at the time of inspection.

Evidence of wood decay fungi (wood rot) was found in timber flooring and wall cladding

Whilst we are not builders the damage appears to be:

( ) slight  moderate ( ) moderate – extensive ( ) extensive

**STORAGE**

**SHED:**

No active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection

No evidence of borer activity was sighted in areas accessible at the time of the inspection

Borer activity is usually determined by the presence of exit holes and/or frass. Since a delay exists between the time of initial infestation and the appearance of these signs, it is possible that some borer activity may exist that is not discernible at the time of inspection.

No evidence of wood decay (rot) fungi damage was sighted in areas accessible at the time of inspection

**CARPORT:**

No active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection

No evidence of borer activity was sighted in areas accessible at the time of the inspection

Borer activity is usually determined by the presence of exit holes and/or frass. Since a delay exists between the time of initial infestation and the appearance of these signs, it is possible that some borer activity may exist that is not discernible at the time of inspection.

No evidence of wood decay (rot) fungi damage was sighted in areas accessible at the time of inspection

**FENCELINE:** No active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection

No evidence of borer activity was sighted in areas accessible at the time of the inspection

Borer activity is usually determined by the presence of exit holes and/or frass. Since a delay exists between the time of initial infestation and the appearance of these signs, it is possible that some borer activity may exist that is not discernible at the time of inspection.

Evidence of wood decay fungi (wood rot) was found in palings and rails which is consistent with normal age and weathering

Whilst we are not builders the damage appears to be:

( x ) slight ( ) moderate ( ) moderate – extensive ( ) extensive

**GROUNDS:** No active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection

No evidence of borer activity was sighted in areas accessible at the time of the inspection

Borer activity is usually determined by the presence of exit holes and/or frass. Since a delay exists between the time of initial infestation and the appearance of these signs, it is possible that some borer activity may exist that is not discernible at the time of inspection.

Evidence of wood decay fungi (wood rot) was found in timber garden borders

Whilst we are not builders the damage appears to be:

( ) slight ( x ) moderate ( ) moderate – extensive ( ) extensive

**No evidence of a termite nest was found at the time of inspection.**

**Note:** Where evidence of termite activity was found in the grounds then 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.

We claim no expertise in building and 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 replacement (See Terms & Limitations).

**Where timber pest activity or wood decay fungi (wood rot) damage is reported, does it present a major safety hazard? No.**

**Important Note: Where a Major Safety Hazard is identified above, it must be attended to and/or rectified to avoid the possibility of personal injury &/or death.**

**Borer recommendations:** Replacement of all susceptible timbers is always preferred since, in the event of selling the property in the future it is probable that an inspector will report the borers as active (see above). A chemical treatment to control and/or protect against Furniture beetle and/or Queensland pine beetle can be considered as a less effective, lower cost option. Before considering this option You should consult with a builder (See Terms & Limitations) to determine if the timbers are structurally sound. Following the initial treatment a further inspection is essential in twelve months time to determine if further treatment is needed. Treatments over a number of consecutive years may be required

***Lyctus brunneus* (powder post beetle)** is not considered a significant pest of timber. Damage is confined to the sapwood so treatment or timber replacement is not usually required. However, You should have a building expert investigate if any timber replacement is required.

***Anobium punctatum* (furniture beetle) and *Calymnaderus incisus* (Queensland pine beetle)** must always be considered active, unless proof of treatment is provided, because, unless the timber is ground up, one cannot determine conclusively if activity has ceased. Total timber replacement of all susceptible timbers is recommended. A secondary choice is treatment. However, the evidence and damage will remain and the treatment may need to be carried out each year for up to three years.

#### **VERY IMPORTANT:**

If live termites or any evidence of termite workings or damage was reported above within the building(s) or in the ground 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. We strongly recommend that You have a qualified person such as a Builder, Engineer, Architect or other qualified expert in the building trade 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 & 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 the termites may continue to cause further damage. It is not possible, without benefit of 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, climatic conditions, or they may have been utilising an alternative feeding source. Continued, regular, inspections are essential. Unless written evidence of a termite protection program in accord with "*Australian Standard 3660*" with ongoing inspections is provided, You must arrange for a treatment in accord with "*Australian Standard 3660*" to be carried out immediately to reduce the risk of further attack.

**General remarks:** A more thorough INVASIVE INSPECTION is available (refer to section 9). Where any current visible evidence of Timber Pest activity is found it is strongly recommended that a more invasive inspection is performed. Trees and stumps on the property with a diameter in excess of 100mm have been visually inspected for evidence of termite activity to a height of 2m where access was possible and practical. It is very difficult, and generally impossible to locate termite nests since they are underground and evidence in trees is usually well concealed. We therefore strongly recommend that You arrange to have trees test drilled for evidence of termite nests.

## **WAS EVIDENCE OF A POSSIBLE TERMITE TREATMENT FOUND?**

NO EVIDENCE OF A POSSIBLE TERMITE TREATMENT WAS FOUND DURING THIS INSPECTION.

**WARNING:** If evidence of drill holes in concrete or brickwork or other signs of a possible previous treatment is 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 meter box indicating the type of termite shield system, treated zone or combination has been installed.

**Durable Notice** (Termite Management Notice) No evidence of a durable notice was found during this inspection.

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 inquiries 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 accord with "*Australian Standard 3660*" be carried out to reduce the risk of further attack.



## **CONDITIONS THAT ARE CONDUCTIVE TO TIMBER PESTS**

**Water leaks:** especially in or into the subfloor or against the external walls e.g. leaking taps, water tanks, leaking roofs or down pipes and or guttering, increases the likelihood of termite attack. Leaking showers or leaks from other 'wet areas' also increase the likelihood of concealed termite attack. These conditions are also conducive to borer activity and wood decay.

**At the time of inspection, no visible water leaks were found.**

We claim no expertise in building and if any leaks were reported then You must have a plumber or other building expert determine the full extent of damage and the estimated cost of repairs.

**Moisture: At the time of the inspection high moisture readings were found: to the ceiling above the bath, also lower door frame in the bathroom.**

Moisture was tested using a Tramex Encounter moisture meter.

**High moisture readings** can be caused by any one of the following: poor ventilation, ineffective drainage, leaking pipes, leaking roofs, defective flashing or by concealed termite activity. The areas of high moisture should be investigated by way of an invasive inspection. High moisture levels also increase the likelihood of termite attack and may also be conducive to borer activity and wood decay.

If high moisture was reported then You must have a building expert investigate the moisture and its cause and determine the full extent of damage and the estimated cost of repairs.

**Drainage:** Poor drainage, especially in the subfloor, greatly increases the likelihood of wood decay and termite attack.

**We claim no expertise in plumbing and drainage, however it appears that drainage is generally: Adequate.**

Where drainage is considered inadequate a plumber, builder or other building expert must be consulted.

**Hot water services, air conditioning units** which release water alongside or near to building walls need to be connected to a drain. If this is not possible then their water outlet needs to be piped several meters away from the building, as the resulting wet area is highly conducive to termites.

**Is there a need for work to be carried out? Yes hot water and air-conditioning units.**

**Water Tanks** are required to be installed in new homes in some states and many homes have had them retroactively installed as a conservation measure. Tanks which release water alongside or near to building walls need to be connected to a drain. If this is not possible then their water outlet needs to be piped several meters away from the building, as the resulting wet area is highly conducive to termites.

**Is there a need for this work to be carried out? Not applicable.**

**Ventilation:** Ventilation, particularly in the subfloor region is important in minimizing the opportunity for Timber Pests to establish themselves within a property.

**We claim no expertise in building, however the ventilation appears to be: Adequate.**

Where ventilation is considered inadequate a builder or other expert should be consulted, in the case where vent airflow is physically blocked or restricted, the obstruction must be removed.

**Mould** on walls and ceilings etc; is an indicator of high moisture or very poor ventilation. If reported You need to have the reason investigated by a builder or a Industry Hygienist as its presence may indicate the presence of a water leak, wood decay or termites behind the wall or ceiling sheeting.

**Mould was found in the following areas: to the ceiling in the rear bedroom.**

**Timbers Exposed To Weather and/or Water:** Some species of timber may be used in areas for which they are not suitable. Where this occurs, the timber may be damaged by Timber Pests, in particular termites and wood decay. In most cases, these timbers may be protected with normal maintenance, eg regular painting. However in some cases, You should consider replacing the timbers with a more suitable species or material.

**The fitness for purpose of the visible structural timber exposed to weather and/or water appears: Adequate for the situation they have been used in.**

It is strongly recommended that You consult a Builder, Architect or other specialist in the field to inspect exposed timbers to give expert advice on their durability and suitability for the situation in which they are used.

**Other areas and/or situations that appear conducive to (may attract) subterranean termite infestation:** See General Remarks/Recommendations below.

**Comments on other Conducive Conditions:** See General Remarks/Recommendations below

## **Conditions Conducive To Undetected Termite Entry:**

**Slab Edge Exposure:** 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 concrete 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.

Any building or part of a building that is constructed on a concrete slab is always more susceptible to termite attack because of possible concealed termite entry.

**Does the slab edge inspection zone fully comply? Not applicable, suspended timber floor to upper level and not required to infill slab to lower level.**

**Note:** A very high proportion of termite attacks are over the edge of both Infill and other concrete slabs types. Covering the edge of a concrete slab makes concealed termite entry easy. Infill slab type construction has an even higher risk of concealed termite ingress as the slab edge is concealed due to the construction design and cannot be exposed. The type of slab may only be determined by assessment of the construction plans by a qualified person e.g. Builder, Architect. Construction Plans may be obtainable by your conveyancer. 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. Where the slab edge is not fully exposed or the slab is an infill slab or the slab type cannot be determined then we strongly recommend inspections every 3 to 6 months in accordance with AS 3660.2.

Infill slab: A slab on the ground cast between walls. Other slabs should be in accordance with AS 2870 - 1996 and AS 3660.1-2000.

**Weep holes in external walls:** 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. Covering the weep holes in part or in whole may allow undetected termite entry.

**Were the weep holes clear allowing the free flow of air? Not applicable, no weep holes have been installed.**

**Termite Shields (Ant Caps)** should be in good order and condition so termite workings are exposed and visible. This helps stop termites gaining undetected entry. Joins in the shielding should have been soldered during the installation. Whenever 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.

**We claim no expertise in building however, in our opinion the termite shields appear to be: Inadequate.**

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.**

**Other areas and/or situations that may allow undetected subterranean termite entry:** See general remarks/recommendations below.

## **General Remarks/Recommendations:**

As this property is located in an area where subterranean termites are commonly found we strongly recommend that you have regular inspections carried out every twelve months to ensure that there is no subterranean termite activity present in your buildings and structures.

It should be realised that any untreated timbers in direct contact with the soil are very conducive to attack from subterranean termites. These should be removed and replaced with a material not conducive to attack such as brick, stone, concrete or treated timber.

The timber off cuts in the subfloor should be removed.

The bottom plate of the timber frame to the garage walls and floors which have soil built up over them should be regularly inspected for evidence of termites and wood decay, timbers in direct contact with the ground are conducive to termite attack and should be raised.

Large trees (particularly eucalypt variety) are regular nesting sites for the most common termite species found in our region. Trees on the property have been visually inspected up to a height of 2 metres, where possible and practicable for signs of termite activity. It is however, very difficult and generally impossible to locate a termite nest visually as they are underground and evidence in trees is usually well concealed. Drilling and testing of large trees is recommended to determine if they are harboring a termite nest.

**Refer to Important Maintenance Advice regarding what a property owner can do to help reduce risk of Timber Pest attack.**

## **Other Information:**

Details (if applicable) of non destructive electronic equipment (other than moisture Meter) used at the discretion of the inspector during the inspection; Type of Equipment:

## **OVERALL ASSESSMENT OF THE PROPERTY:**

Where the evidence of live termite or termite damage or termite workings (mudding) was found in the building (s) then the risk of a further attack is very high. Where evidence of live termites or termite damage or termite workings was found in the grounds but not in the buildings then the risk to buildings must be reported as high to very high.

Termites are the cause of the greatest economic losses of timber in service in Australia. Independent data compiled by State Forestry shows 1 in every 5 homes is attacked by termites at some stage in its life. More recent data would indicate that this is now as high as 1 in every 3.

**At the time of inspection the DEGREE OF RISK OF SUBTERRANEAN TERMITE INFESTATION** to the overall property was considered, Moderate to High.

**Subterranean Termite Treatment recommendation:** A management program in accord with AS 3660-2000 to protect against subterranean termites is considered to be: Highly recommended.

**FUTURE INSPECTIONS:** As 3660.2-2000 recommends that inspections be carried out at intervals no greater than annually and that, where timber pest "pressure" is greater, this interval should be shortened. Inspections WILL NOT stop timber pest infestation; however, the damage which may be caused will be reduced when the infestation is found at an early stage.

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 accord with AS 4349.3 or AS 3660.0-2000 is conducted at this property every **12 months**.

## **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.

## **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.

**The inspection was carried out by:                    Marc O'Donnell**

**Contact Number:    02) 6297 6288**

### **IMPORTANT MAINTENANCE ADVICE REGARDING INTEGRATED PEST MANAGEMENT (IPM) FOR PROTECTING AGAINST TIMBER PESTS:**

**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 endeavour to ensure such conditions DO NOT occur around your property.

We further advise that You engage a professional pest control firm to provide a suitable 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 when a complete termite management system is installed in accordance with AS 3660.1-2000 for pre-construction termite work or 3660.2-2000 for post-construction termite work and the Australian Pesticides and Veterinary Medicines Authority (APVMA) product label directions are followed precisely, termites may still bridge the management system. However, if the labels directions are followed and the Standard adhered to, and bridging occurs, evidence of the termite ingress will normally be evident to the inspector. Therefore regular inspections in line with the recommendations in this report are essential in addition to any suitable termite management system You install.

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.

## **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. 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 located 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 as recommended in this report.

## **SUBTERRANEAN TERMITES**

**No property is safe from termites!** Termites are the cause of the greatest economic losses of timber in service in Australia. Independent data compiled by State Forestry shows 1 in every 5 homes is attacked by termites at some stage in its life. More recent data would indicate that this is now as high as 1 in every 3. Australia's subterranean termite species (white ants) are the most destructive timber pests in the world. In fact it can take "as little as 3 months for a termite colony to severely damage almost all the timber in a home".

**How Termites Attack your Home.** The most destructive species live in large underground nests containing several million timber destroying insects. The problem arises when a nest matures near your home. Your home provides natural shelter and a food source for the termites. The gallery system of a single colony may exploit food sources over as much as one hectare, with individual galleries extending up to 50 metres to enter your home, where there is a smorgasbord of timber to feast upon. Even concrete slabs do not act as a barrier; they can penetrate through cracks in the slab to gain access to your home. They even build mud tubes to gain access to above ground timbers. In rare cases termites may create their nest in the cavity wall of the property without making ground contact. In these cases it may be impossible to determine their presence until extensive timber damage occurs.

**Termite Damage;** Once in contact with the timber they excavate it often leaving only a thin veneer on the outside. If left undiscovered the economic species can cause many thousands of dollars damage and cost two to five thousand dollars (or more) to treat.

**Subterranean Termite Ecology.** These termites are social insects usually living in underground nests. Nests may be in trees or in rare instances they may be in above ground areas within the property. They tunnel underground to enter the building and then remain hidden within the timber making it very difficult to locate them. Where timbers are concealed, as in most modern homes, it makes it even more difficult to locate their presence. Especially if gardens have been built up around the home and termite barriers are either not in place or poorly maintained. Termites form nests in all sorts of locations and they are usually not visible. There may be more than one nest on a property. The diet of termites in the natural environment is the various hardwood and softwood species growing throughout Australia. These same timbers are used in buildings. Worker termites move out from their underground nest into surrounding areas where they obtain food and return to nurture the other casts of termites within the nest. Termites are extremely sensitive to temperature, humidity and light and hence cannot move over ground like most insects. They travel in mud encrusted tunnels to the source of food. Detection of termites is usually by locating these mud tunnels rising from the ground into the affected structure. This takes an expert eye.

Termite barriers protect a building by forcing termites to show themselves. Termites can build mud tunnels around termite barriers to reach the timber above. The presence of termite tracks or leads does not necessarily mean that termites have entered the timber though. A clear view of walls and piers and easy access to the sub-floor means that detection should be fairly easy. However many styles of construction do not lend themselves to ready detection of termites. The design of some properties is such that they make the detection by a pest inspector difficult, if not impossible.

The tapping and probing of walls and internal timbers is an adjunct or additional means of detection of termites but is not as reliable as locating tracks. The use of a moisture meter is a useful aid for determining the presence of termites concealed behind thin wall panels, but it only detects high levels of activity. Older damage that has dried out will not be recorded. It may also provide false readings. Termite tracks may be present in the ceiling space however some roofs of a low pitch and with the presence of sisalation, insulation, air conditioning ductwork and hot water services may prevent a full inspection of the timbers in these areas. Therefore since foolproof and absolute certain detection is not possible the use of protective barriers and regular inspections is a necessary step in protecting timbers from termite attack.

## **BORERS OF SEASONED TIMBERS**

Borers are the larvae of various species of beetles. The adult beetles lay their eggs within the timber. The eggs hatch out into larvae (grubs) which bore through the timber and can cause significant structural damage. The larvae may reside totally concealed within the timber for a period of several years before passing into a dormant pupal stage. Within the pupal case they metamorphose (change) into the adult beetle which cuts a hole in the outer surface of the timber to emerge, mate and lay further eggs to continue the cycle. It is only through the presence of these emergence holes, and the frass formed when the beetles cut the exit holes that their presence can be detected. Where floors are covered by carpets, tiling, or other floor coverings and where no access to the underfloor area is available it is not possible to determine whether borers are present or not. This is particularly the case with the upper floors of a dwelling.

Borers of 'green' unseasoned timber may also be present. However these species will naturally die out as the timbers dry out in service. Whilst some emergence holes may occur in a new property it would be unusual for such a borer to cause structural damage, though the exit holes may be unsightly.

**Anobium borer (furniture beetle) and Queensland pine borer.** These beetles are responsible for instances of flooring collapse, often triggered by a heavy object being placed on the floor (or a person stepping on the affected area!) Pine timbers are favoured by this beetle and, while the sapwood is preferred, the heartwood is sometimes attacked. Attack by this beetle is usually observed in timbers that have been in service for 10-20 years or more and mostly involves flooring and timber wall panelling. The *frass* from the flight holes (faeces and chewed wood) is fine and gritty. Wood attacked by these borers is often honeycombed.

**Lyc tus borer (powder post beetle):** These borers only attack the sapwood of certain susceptible species of hardwood timber. Since it is a requirement that structural timbers contain no more than 25% Lyc tus susceptible sapwood these borers are not normally associated with structural damage. Replacement of affected timbers is not recommended and treatment is not approved. Where decorative timbers are affected the emergence holes may be considered unsightly in which case timber replacement is the only option. Powder post beetles mostly attack during the first 6-12 months of service life of timber. As only the sapwood is destroyed, larger dimensional timbers (such as rafters, bearers and joists) in a house are seldom weakened significantly to cause collapse. In small dimensional timbers (such as tiling and ceiling battens) the sapwood may be extensive, and its destruction may result in collapse. Replacement of these timbers is the only option available.

## **TIMBER DECAY FUNGI**

The fruiting bodies of wood decay fungi vary in size, shape and colour. The type of fungi encountered by pest controllers usually reside in poorly ventilated subfloors, below wet areas of the home, exterior timbers and in areas that retain water in the soil. The durability and type of timbers are factors along with the temperature and environment. Destruction of affected timbers varies with the symptoms involved. Removal of the moisture source usually alleviates the problem. Fungal decay is attractive to termites and if the problem is not rectified it may well lead to future termite attack.



## **TERMS & LIMITATIONS:**

**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.

- 1. THIS IS A VISUAL INSPECTION ONLY** in accord with the requirements of 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, in 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.
- 2. SCOPE OF REPORT:** This Report is confined to reporting on the discovery, or non discovery, of infestation and/or damage caused by subterranean and dampwood termites (white ants), borers of seasoned timber and wood decay fungi (hereinafter referred to as "Timber Pests"), present on the date of the Inspection. The Inspection did not cover any other pests and this Report does not comment on them. Dry wood termites (Family: KALOTERMITIDAE) and European House Borer (*Hylotrupes bujulus Linnaeus*) were excluded from the Inspection, but have been reported on if, in the course of the Inspection, any visual evidence of infestation happened to be found. If *Cryptotermes brevis* (West Indian Dry Wood Termite) or *Hylotrupes bujulus Linnaeus* are discovered we are required by law to notify Government Authorities. If reported a special purpose report may be necessary.
- 3. LIMITATIONS:** Nothing contained in the Report implies that any inaccessible or partly inaccessible areas or sections of the property being inspected by the Inspector on the date of the Inspection were not, or have not been, infested by Timber Pests. Accordingly this Report is not a guarantee that an infestation and/or damage does not exist in any inaccessible or partly inaccessible areas or sections of the property. Nor is it a guarantee that a future infestation of Timber Pests will not occur or be found.
- 4. DETERMINING EXTENT OF DAMAGE:** The Report is NOT a structural damage Report. We claim no expertise in building and any observations or recommendations about timber damage should not be taken as expert opinion and CANNOT be relied upon. 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 is removed to reveal previously concealed timbers. An invasive Timber Pest Inspection (for which a separate contract is required) is strongly recommended and You should arrange for a qualified person such as a Builder, Engineer, or Architect to carry out a structural inspection and 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 is responsible or liable for the repair of any damage whether disclosed by the report or not.
- 5. MOULD:** Mildew and non wood decay fungi are commonly known as Mould and is not considered a Timber Pest but may be an indicator of poor ventilation or the presence of termites, wood decay or water leaks. Mould and their spores may cause health problems or allergic reactions such as asthma and dermatitis in some people.
- 6. 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 areas(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) so specified by the Report).

- 7. 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.

**Note:** 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 not more than three months prior to listing and is not more than six months old.

## **8. 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 or 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) days 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.

In the event 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.

## **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.**

This Report may be attached to the Contract, provided that:

- I. This Report must include: -
  - (a) the Inspection Date; and
  - (b) the date the Report was prepared; and
  - (c) the Pacific International Insurance Limited policy number and expiry date of the professional indemnity insurance policy covering the Inspector who provided the Report.
- II. The Vendor and the Purchaser are advised that within 7 days after the Inspection Date the following information will be given to the Territory (defined in the Act) for inclusion in a publicly available register: -
  - (a) the fact that this Report has been prepared; and
  - (b) the street address of the property inspected; and
  - (c) the Inspection Date stated in this Report; and
  - (d) the name and contact details of the company, partnership or sole trader that employs the Timber Pest Inspector who prepared the Report; and
  - (e) the name of the Timber Pest Inspector who carried out the inspection.
- III. As required by Part 2, Section 7 and Clause 5 of the Regulations the circumstances in which reliance may be placed on the report in respect to the state of the property at the time of the inspection are;
  - (a) the inspection was carried out not more than three months prior to the date the property named on the front of the Report was first listed or offered for sale; and
  - (b) the date on which the settlement took place was not more than one hundred and eighty (180) days after the Inspection Date; and
  - (c) the Report is given by the Vendor to the prospective Purchaser prior to Exchange; and

The Purchasers agreement to the 'Notice to the Purchaser' should be in a recordable form e.g. email, text, a signed "Notice to the Purchaser," to the company, partnership or sole trader at the address shown on the front of the Report not less than four (4) days prior to the date of settlement, If it is more than 60 days from the inspection date, we recommend a new inspection and report.

- IV. The Vendor and the Purchaser are advised that, upon payment of a reasonable fee, the company, partnership or sole trader that employed the Timber Pest Inspector who prepared this Report may supply a copy to any person, Solicitor, company or organization purporting to represent or be a person who has entered into a contract to buy the property.

**NOTE:** The provisions of the above 'Limited Liability to a Purchaser within the Australian Capital Territory only' clause together with the 'Notice to the Purchaser' shall, in all circumstances, form part of the Contract between the Purchaser and the company, partnership or sole trader that employs the Timber Pest Inspector who carried out the Inspection.

**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. 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 promptly arrange for another inspection and report in accordance with Australian Standard AS4349.3 to be carried out prior to the expiration of the 'Cooling off Period' and settlement.

Name of Inspector .....

Company ..... Date of Inspection.....

Street Address of the Property .....

Post Code ..... Exchange Date .....

**Contact Details:**

Full name of the Purchaser.....

Address .....

Suburb ..... Post Code .....

Phone ( ) .....

Mobile .....

Fax.....

Email .....@.....

Signed ..... on this the .....day of ..... 2013

**NAME OF INSPECTOR**

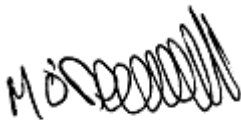
The inspection was carried out by:                    Marc O'Donnell

State Licence Number:                                    15-007448-003

Insurance Accreditation Number:                    AUS-13-10935

Dated this 18<sup>th</sup> Day of February 2014

Signed for and on behalf of Lawrie Paul Building & Pest Services



-----  
Marc O'Donnell



PO Box 19-410 Avondale  
 Auckland New Zealand  
 Telephone: (64 9) 820 3433  
 Fax: (64 9) 820 3434  
 Email: insurance@pacificintins.com

## CERTIFICATE OF CURRENCY

This is intended for use as evidence that the cover summarised below has been effected and shall be subject to all terms and conditions and exclusions of the Policy document and Schedule.

If the Insured has a Premium Funding agreement in place, this Policy may be cancelled in accord with the terms of the Insurance Contracts Act if the Insured fails to make the required payments.

**The Insured:** Mick Ffrench Pest & Building Services Pty Ltd  
 T/as Lawrie Paul Building Services

**Address:** 16 Marril Street  
 QUEANBEYAN NSW

### PARTICULARS OF INSURANCE COVER

Insurer:	Pacific International Insurance Limited	
Policy Number:	AUS-13-10935	
Period of Insurance Cover:	14 October 2013 To 14 October 2014	
Limit of General & Public Liability:	\$5,000,000	Any one claim and in the aggregate during the period of insurance.
Sub-Limit of General & Public Liability Environmental Impairment:	\$250,000	Any one claim and in the aggregate during the period of insurance.
Limit of Professional Indemnity:	\$500,000	Any one claim and in the aggregate during the period of insurance.

**Pacific International accepts no responsibility for any failure to notify the recipient of this Certificate of Currency in the event of the policy being cancelled.**



Monday, 14 October 2013

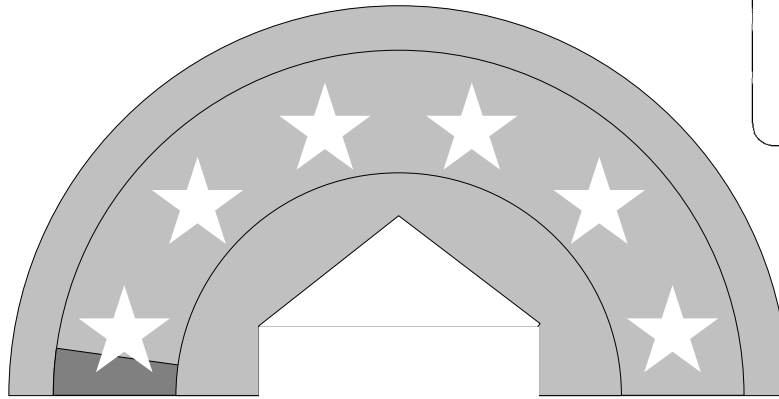
# FirstRate Report

ACT HOUSE ENERGY  
RATING SCHEME

TONY PIKE

01 -0034

  
FirstRate Assessor



**YOUR HOUSE ENERGY RATING IS:**  
in Climate: 24

**0 STARS**

**SCORE: -100 POINTS**

**Name:** KING

**Ref No:** 4470

**House Title:** 25/10 DICKSON

**Date:** 19-02-2014

**Address:** 36 HOPE ST

DICKSON

2602

**Reference:** C:\...\DI 010 025 H 00 00 000

**Approx Area** 123 sqm

***Tony Pike - Lic No 2011185***

## 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	-100											
Potential	9											

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

Change ceiling insulation	R 4	47
Change added wall insulation	R 1.5	33
Change added floor insulation	R 2	9
Change curtain to	Heavy Drapes & Pelmet	19

## ORIENTATION

Orientation is one of the key factors which influences energy efficiency. This dwelling will achieve different scores and star ratings for different orientations.

<b>Current Rating</b>	<b>-80</b>	<b>☆</b>
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Largest windows in the dwelling;

**Direction : North**

**Area : 17 m<sup>2</sup>**

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.**

<b>ORIENTATION</b>	<b>POINT SCORE</b>	<b>STAR RATING</b>
<b>1. North</b>	<b>-100</b>	<b>No Stars</b>
<b>2. North East</b>	<b>-98</b>	<b>No Stars</b>
<b>3. East</b>	<b>-98</b>	<b>No Stars</b>
<b>4. South East</b>	<b>-103</b>	<b>No Stars</b>
<b>5. South</b>	<b>-105</b>	<b>No Stars</b>
<b>6. South West</b>	<b>-107</b>	<b>No Stars</b>
<b>7. West</b>	<b>-103</b>	<b>No Stars</b>
<b>8. North West</b>	<b>-102</b>	<b>No Stars</b>



<b>FirstRate Mode</b>
<b>Climate: 24</b>

**RATING SUMMARY for: 25/10 DICKSON, 36 HOPE ST, DICKSON**

Assessor's Name: Tony Pike


Net Conditioned Floor Area: 104.3 m<sup>2</sup>

			Points		
Feature			Winter	Summer	Total
<b>CEILING</b>			<b>-34</b>	<b>-10</b>	<b>-45</b>
Surface Area:	-12	Insulation:	-33		
<b>WALL</b>			<b>-29</b>	<b>-7</b>	<b>-36</b>
Surface Area:	-11	Insulation:	-13	Mass:	-12
<b>FLOOR</b>			<b>1</b>	<b>0</b>	<b>1</b>
Surface Area:	0	Insulation:	-2	Mass:	3
<b>AIR LEAKAGE (Percentage of score shown for each element)</b>			<b>5</b>	<b>0</b>	<b>5</b>
Fire Place	0 %	Vented Skylights	0 %		
Fixed Vents	0 %	Windows	30 %		
Exhaust Fans	8 %	Doors	51 %		
Down Lights	0 %	Gaps (around frames)	12 %		
<b>DESIGN FEATURES</b>			<b>0</b>	<b>0</b>	<b>0</b>
Cross Ventilation	0				
<b>ROOF GLAZING</b>			<b>0</b>	<b>0</b>	<b>0</b>
Winter Gain	0		Winter Loss	0	

<b>WINDOWS</b>							<b>-3</b>	<b>-15</b>	<b>-19</b>
Window Direction	Area		Point Scores				Total		
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total			
<b>N</b>	17	16%	-29	17	-6	0			
<b>E</b>	5	5%	-9	9	-3	0			
<b>S</b>	6	6%	-7	2	-1	0			
<b>W</b>	7	6%	-14	9	-6	0			
<b>Total</b>	34	33%	-59	37	-16	-19			

\* 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 0 points

			Winter	Summer	Total
<b>RATING</b>		<b>SCORE</b>	<b>-61</b>	<b>-33</b>	<b>-80*</b>

\* includes 14 points from Area Adjustment

# Detailed House Data

## House Details

ClientName KING  
HouseTitle 25/10 DICKSON  
StreetAddress 36 HOPE ST  
Suburb DICKSON  
Postcode 2602  
AssessorName Tony Pike  
FileCreated 19-02-2014

## 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	Vinyl	R0.0	26.0m <sup>2</sup>
2	Timber	Enclosed	No	No	No	Carp	R0.0	86.0m <sup>2</sup>

## Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Weatherboard	No	R0.0	31.8m	2.4m
2	Brick Veneer	No	R1.5	15.6m	2.6m

## Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Flat - Framed	No	No	R0.5	109.8m <sup>2</sup>
2	Flat - Framed	No	No	R1.5	26.0m <sup>2</sup>

## Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	N	1.6m	2.7m	No	SG	TIMB	HD	Yes	0.9m	0.9m	0.0m
2	N	1.6m	2.7m	No	SG	TIMB	HD	Yes	0.9m	0.9m	0.0m
3	N	1.6m	1.8m	No	SG	ALSTD	HD	No	2.5m	2.5m	0.0m
4	N	0.7m	0.6m	No	SG	TIMB	NC	No	2.5m	2.5m	0.3m
5	N	2.0m	0.3m	No	SG	TIMB	NC	No	2.5m	2.5m	0.1m
6	N	1.8m	2.2m	No	SG	ALSTD	HD	No	2.5m	2.5m	0.3m
7	E	1.5m	1.8m	No	SG	TIMB	HB	No	0.0m	0.0m	0.0m
8	E	1.2m	1.8m	No	SG	ALSTD	HB	No	0.0m	0.0m	0.0m
9	S	1.2m	1.8m	No	SG	ALSTD	VB	No	0.9m	0.9m	0.4m
10	W	2.1m	1.8m	No	SG	ALSTD	VB	Yes	0.6m	0.6m	0.0m
11	S	1.4m	1.5m	Yes	SG	TIMB	HB	No	0.9m	0.9m	0.0m
12	S	0.7m	0.7m	Yes	SG	TIMB	NC	No	0.9m	0.9m	0.2m
13	S	0.7m	1.8m	Yes	SG	TIMB	CW	No	0.9m	0.9m	0.2m
14	W	1.6m	1.8m	No	SG	TIMB	CW	No	0.0m	0.0m	0.0m

## 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
<b>No shaded windows</b>											

## Zoning Details

Is there Cross Flow Ventilation ? Average

## Air Leakage Details

Location	Suburban
Is there More than One Storey ?	No
Is the Entry open to the Living Area ?	No
Area of Heavyweight Mass	0m <sup>2</sup>
Area of Lightweight Mass	0m <sup>2</sup>

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	1	0
Downlights	0	0
Skylights	0	0
Utility Doors	0	2
External Doors	1	2

Unflued Gas Heaters	0
Percentage of Windows Sealed	100%
Windows - Average Gap	Medium
External Doors - Average Gap	Medium
Gaps & Cracks Sealed	Yes

## LAWRIE PAUL BUILDING & PEST SERVICES TAX RECEIPT

20<sup>th</sup> February 2014

A King

C/o A King  
36 Hope Street  
DICKSON ACT 2602

### PROPERTY AT: 36 HOPE STREET DICKSON

• Building Report for the above property; professional advice, written report and travel	\$380.00
• Pest Report	\$250.00
• Compliance Report	\$216.00
• File Search & Lodgements	\$124.00
• Energy Rating Report is complimentary	\$0.00
<b>TOTAL including GST</b>	<b><u>\$970.00</u></b>

**Your payment has been received with thanks.**

**Other services provided include termite and pest control.**

**Please contact our office for your annual inspection.**