

## Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
				12	548	Gordon
		and known as 6 Violet Grover Place, Gordon				
Seller	Full Name ACN/ABN Address	Ignacio Ferrer Amat and Jacqueline Rose Ferrer  42 Aqua Street NEWPORT QLD 4020				
Seller Solicitor	Firm Email Phone DX/Address	O'Connor Harris & Co Pty Limited enricaw@oconnorharris.com.au 6247 6077   Ref: Enrica Wong Level 6, 161 London Circuit, Canberra City ACT 2600				
Stakeholder	Name	Urban Property Trust Account				
Seller Agent	Firm Email Phone DX/Address	Urban Property nick@urban-property.com.au 02 6196 6735   Ref: Nicholas Nagel C05/2 Anzac Park CAMPBELL ACT 2612				
Restriction on Transfer	Nil					
Land Rent	Non-Land Rent Lease					
Occupancy	Subject to tenancy					
Breach of covenant or unit articles		Description- <i>(Insert other breaches)</i>		As disclosed in the Required Documents and		
Goods	Description	Fixed Floor Coverings, Window Treatments and Light Fittings				
Date for Registration of Units Plan		Not Applicable				
Date for Completion		Within 30 days of the date hereof				
Electronic Transaction?		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes, using Nominated ELN:	Pexa		
Land Tax to be Adjusted?		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes			
Residential Withholding Tax		New Residential Premises? Potential Residential Land? Buyer required to make a withholding payment?			<input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes
Foreign Resident Withholding Tax		Relevant Price more than \$750,000.00? Clearance Certificate attached for all the Sellers?			<input type="checkbox"/> No <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> Yes

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

Buyer	Full Name ACN/ABN Address					
Buyer solicitor	Firm Email Phone DX/Address	Ref:				
Price	Price		(GST Inclusive unless otherwise specified)			
	Less Deposit		(10% of Price)	<input type="checkbox"/> Deposit by Instalments (clause 52 applies)		
	Balance					
Date of This Contract						

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

Seller signature	Buyer signature
Seller Witness name and signature	Buyer Witness name and signature

## Seller Disclosure Documents

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

- ☒ Crown lease of the Land (including variations)
- ☒ Current certified extract from the land titles register showing all registered interests affecting the Property
- ☒ Deposited Plan for the Land
- ☒ Energy Efficiency Rating Statement
- ☒ Encumbrances shown on the 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 section 9(2)(a)(ii) or section 9(2)(a)(iii) of the Sale of Residential Property Act applies).
- ☒ Pest information (except if the property is a Class A Unit, or is a residence that has never been occupied): Pest Inspection Report(s).

### 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
- ☐ (If the Owners Corporation is a party to a Building Management Statement) Building Management Statement

### 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
- ☐ Margin scheme applies

### Tenancy

- ☐ No ☒ Yes

### Invoices

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

### Asbestos

- ☒ Asbestos Advice
- ☐ Current Asbestos Assessment Report

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

Interest if the defaulting party is the Seller	0% per annum
Interest if the defaulting party is the Buyer	.....10% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$440.00 (GST inclusive)

## Tenancy Summary

Premises		Expiry date	
Tenant name		Rent	
Commencement date		Rent review date	
Term		Rent review mechanism	

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

Name		Phone	
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## **ELECTRONIC SIGNATURE CONDITION**

1. (a) Each party consents to:
  - (i) The electronic exchange of this Contract; and
  - (ii) Notices being served or received under this Contract electronically, including by email.
- (b) Each party agrees to accept:
  - (i) Electronic signatures; or
  - (ii) A copy of a wet signatureand the parties warrant that this is sufficient evidence of:
  - (iii) The parties' intention to enter into and be bound by the Contract;
  - (iv) The parties' consent to conducting this Contract electronically; and
  - (v) The Contract itself being a document which is in writing and signed in a manner that results in a binding agreement.

## **ADDITIONAL SPECIAL CONDITIONS**

### **X. Christmas Shutdown Clause**

- (a) In the event the Date for Completion falls within the period commencing Friday 20 December 2024 and Monday 13 January 2025 (“the Holiday Period”), the Date for Completion is hereby extended to Tuesday 14 January 2025 (“the Resumption Date”).
- (b) In the event that a party serves the other party with a notice during the Holiday Period, service of the notice is deemed effected on the Resumption Date.
- (c) If, prior to the commencement of the Holiday Period, a party serves the other party with a Notice to Complete which appoints a date by which to complete this Contract which falls within the Holiday Period that date is hereby extended to the Resumption Date.
- (d) In the event that damages are payable by either party pursuant to clause 22, no damages will be payable by either party for any day in the Holiday Period.



## RW Amount

(residential withholding payment) — further details

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

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

## Cooling Off Period

(for residential property only)

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

## Warnings

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

## Disputes

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

## Exchange of Contract

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

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

### 1. Definitions and Interpretation

- 1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

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

**Breach of Covenant** means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Covenant** includes a restrictive covenant;

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

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

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

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

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

**Development** has the meaning in the Planning Act;

**Development Statement** has the meaning in the Unit Titles Act;

**Disclosure Statement** has the meaning in the Property Act;

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

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

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

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

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

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

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

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

**Income** includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

**Legislation Act** means the *Legislation Act 2001*;

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

**Lot** has the meaning in the Community Title Act;

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

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

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

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

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

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

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

**Prescribed Building** has the meaning in the Building Act;

**Prescribed Terms** has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 1.2 In this Contract:

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

- 1.3 Headings are inserted for convenience only and are not part of this Contract.
- 1.4 If the time for something to be done or to happen is not a Business Day, the time is extended to the next Business Day, except in the case of clause 2.1.
- 1.5 A reference to “this Contract” extends to the Schedule, any annexure, additional clauses and attachments forming part of this Contract.
- 1.6 If there is more than one buyer or more than one seller the obligations which they undertake bind them jointly and individually.
- 1.7 Where the Buyer consists of more than one person, as between themselves, they agree to buy the Property in the specified manner of Co-ownership or if one alternative is not marked, as joint tenants.
- 1.8 Without limiting clause 13, the parties agree that for the purposes of the *Electronic Transactions Act 2001* (ACT) and the *Electronic Transactions Act 1999* (Cth), this Contract may be signed and/or exchanged electronically.

## 2. Terms of payment

- 2.1 The Buyer must pay the Deposit on the Date of this Contract, to the Stakeholder or, if no Stakeholder is named, then to the Seller.
- 2.2 The Deposit becomes the Seller’s property on Completion.
- 2.3 The Deposit may be paid by cheque or in cash (up to \$3,000.00) but if it is not paid on time or, if it is paid by cheque which is not honoured on first presentation, the Buyer is in default.
- 2.4 If the Buyer is in default under clause 2.3, then immediately and without the notice otherwise necessary under clause 18, clause 19 applies.
- 2.5 On Completion the Buyer must give the Seller an authority directing the Stakeholder to account to the Seller for the Deposit.
- 2.6 On Completion the Buyer must pay to the Seller in Canberra the Balance of the Price by unendorsed bank cheque, or in cash (up to \$200.00).
- 2.7 Any money payable to the Seller by the Buyer or the Stakeholder must be paid to the Seller or as the Seller Solicitor directs in writing and payment in accordance with that direction will be sufficient discharge to the person paying.
- 2.8 Completion must take place on the Date for Completion or as otherwise determined by this Contract and if not specified or determined, within a reasonable time.



### 3. Title to the Lease

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

### 4. Restrictions on transfer

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

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

### 5. Particulars of title and submission of transfer

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

### 6. Buyer rights and limitations

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

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

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

## 7. Seller warranties

7.1 The Seller warrants that at the Date of this Contract:

- 7.1.1 the Seller will be able to complete at Completion;
- 7.1.2 the Seller has no knowledge of any unsatisfied judgment, order or writ affecting the Property;
- 7.1.3 the Seller has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property; and
- 7.1.4 the Seller is not aware of any material change in the matters disclosed in the Required Documents.

7.2 The Seller warrants that on Completion:

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

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

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

## 8. Adjustments

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

## 9. Terms of possession

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

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

9.3.2 The Seller must hand to the Buyer on Completion:

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

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

## 10. Inspection and condition of Property

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

## 11. Inspection of building file

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

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

## 12. Additional Seller obligations

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

## 13. Electronic transaction

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

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

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

**Conveyancing Transaction** has the meaning given in the Participation Rules;

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

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

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

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



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

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

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

**Electronic Workspace** has the meaning given in the Participation Rules;

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

**ELN** has the meaning given in the Participation Rules;

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

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

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

**Land Registry** has the meaning given in the Participation Rules;

**Lodgment Case** has the meaning given in the Participation Rules;

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

**Nominated ELN** means the ELN specified in the Schedule;

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

**Populate** means to complete data fields in the Electronic Workspace;

**Prescribed Requirement** has the meaning given in the Participation Rules;

**Subscribers** has the meaning given in the Participation Rules; and

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

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

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

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

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

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

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

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

13.4.1 each party must:

(a) bear equally any disbursements or fees; and

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

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

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

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

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

13.5.3 the parties must conduct the Electronic Transaction:

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

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

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



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

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

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

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

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

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

#### **14. Off the plan purchase and Compliance Certificate**

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

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

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

#### **15. Goods**

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

15.2 The Goods are included in the Price.

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

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

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

#### **16. Errors and misdescriptions**

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

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

16.1.2 if the error is not corrected before Completion:

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

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

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

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

#### **17. Compensation claims by Buyer**

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

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

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

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

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

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

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

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

- the Stakeholder in trust for the Seller and the Buyer;
- (c) the claim must be finalised by an arbitrator appointed by the parties or, if an appointment is not made within 28 days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;
  - (d) the decision of the arbitrator is final and binding;
  - (e) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator. For clarity, the arbitrator has the power to award indemnity costs on a legal basis against either party;
  - (f) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer;
  - (g) interest on the amount held, after deduction of all taxes and bank charges, Stakeholder administration fee and other similar charges and expenses, must be paid to the parties equally or as otherwise determined by the arbitrator; and
  - (h) the claim lapses if the parties do not appoint an arbitrator and neither party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 90 days after Completion and the amount held by the Stakeholder must be paid immediately to the Seller without any further authority being necessary.
- 18.3.2 be ready willing and able to complete but for some default or omission of the other party.
- 18.4 Completion at the time date and place specified in the Notice to Complete is an essential term.
- 18.5 Where one party is in default (other than failing to complete) the other party may at any time after the default serve the party in default a Default Notice.
- 18.6 A Default Notice:
- 18.6.1 must specify the default;
  - 18.6.2 must require the party served with the Default Notice to rectify the default within 7\* days after service of the Default Notice (excluding the date of service), except in the case of a Default Notice for the purposes of clause 52.6, in which case the period specified in clause 52.6 will apply; and
  - 18.6.3 cannot be used to require a party to complete this Contract.
- 18.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.
- 18.8 The time specified in a Default Notice to rectify the specified default is an essential term.
- 18.9 Clauses 19 or 20 will apply as appropriate where the party served does not comply with the Notice to Complete or the Default Notice which complies with this clause.
- 18.10 If the party serving a notice under this clause varies the time referred to in the notice at the request of the other party, the time agreed to in the variation remains an essential term. The consent to the variation must be in writing and be served on the other party.
- 18.11 The parties agree that the time referred to in clauses 18.2 and 18.6.2 is fair and reasonable.

## 18. Notice to Complete and Default Notice

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

## 19. Termination — Buyer default

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

\* Alter as necessary



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

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

## 20. Termination — Seller default

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

## 21. Rescission

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

## 22. Damages for delay in Completion

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

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

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

## 23. Foreign Buyer

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

## 24. GST

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

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

24.5 If this Contract says the margin scheme applies:

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

in respect of the sale of the Property.

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

## 25. Power of attorney

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

## 26. Notices claims and authorities

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

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

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

- 26.2.3 serve it on that party's solicitor in any of the above ways; or
- 26.2.4 deliver it to an appropriate place in the facilities of a document exchange system in which the recipient solicitor has receiving facilities (and in the latter case service is deemed effected on the Business Day following delivery); or
- 26.2.5 transmit it by email to a party's solicitor to the email address for that solicitor as stated in the Schedule or as notified by that solicitor to the other solicitor as the email address for service under this Contract.

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

## 27. Unit title

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

## 28. Definitions and interpretation

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

## 29. Title to the Unit

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

## 30. Buyer rights limited

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

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

### 31. Adjustment of contribution

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

### 32. Inspection of Unit

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

### 33. Seller warranties

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

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

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

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

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

### 34. Damage or destruction before Completion

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

### 35. Notice to Owners Corporation

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

### 36. Unit Title Certificate

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



### 37. Unregistered Units Plan

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

- 37.1 This clause 37 applies if at the Date of this Contract, the Units Plan has not been registered.
- 37.2 The Seller must attach a copy of the proposed Units Plan or a sketch plan showing the location and dimensions of the Unit sufficient to enable the Buyer to determine the location and dimensions of the Unit in relation to other units and the Common Property in the proposed development.
- 37.3 If the Units Plan is not registered by the date specified in the Schedule, or elsewhere in this Contract, the Buyer may at any time after that date by notice served on the Seller require that the Units Plan be registered within 14 days of the service of the notice. If the Units Plan is not registered within the time limited by the notice the Buyer may at any time after expiry of the time in the notice rescind and clause 21 will apply.
- 37.4 If the Seller notifies the Buyer that the Units Plan is registered before rescission under this clause, the Buyer will not be entitled to rescind under this clause.
- 37.5 The Buyer cannot make any objection or requisition on title or claim for compensation in respect of:
- 37.5.1 any minor variations to the Unit between the plan attached, and the Units Plan registered by the Registrar General; or
- 37.5.2 any minor alterations required by an authority or the Registrar General in the number, size, location or Unit Entitlement of any other unit in the Units Plan or in or to the Common Property provided the proportion of the Unit Entitlement of the Unit to the other units in the Units Plan is not varied.
- In this clause, a minor variation is any variation less than 5% to either the size or value of the Unit described in the plan attached.
- 37.6 After the Owners Corporation has been constituted under section 8, the Seller must cause the Owners Corporation to comply with the rules of the Owners Corporation and with Parts 2, 3, 4, 5 and 7 to the extent to which the Owners Corporation is required by law to comply with those provisions up to the Date for Completion.
- 37.7 The Seller must not permit the Owners Corporation to vary the rules of the Owners

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

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

### 38. Rescission of Contract

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

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

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

### 39. Claims for compensation

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

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

39.2.1 tell the Seller:

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

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

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

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

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

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

### 40. Community title

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

### 41. Definitions and interpretation

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

### 42. Buyer rights limited

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

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

### 43. Adjustment of contribution

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

### 44. Inspection of property

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

### 45. Unregistered Community Title Scheme

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

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

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

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

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

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

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

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

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



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

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

#### **46. Incomplete development of Community Title Scheme**

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

#### **47. Incomplete development of Lot**

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

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

#### **48. Required first or top sheet**

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

#### **49. Notice to Community Title Body Corporate**

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

#### **50. Section 56 Certificate**

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

## 51. Foreign Resident Withholding Tax

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

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

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

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

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

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

**Relevant Price** means the higher of:

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

as at the Date of this Contract;

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

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

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

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

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

51.4 If neither clauses 51.2 or 51.3 apply, then:

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

51.4.2 the Buyer must:

- (a) lodge a purchaser payment notification form with the ATO; and
- (b) give evidence of compliance with clause 51.4.2(a) to the Seller;

no later than 5 days before the Date for Completion;

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

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

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

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

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

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

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

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

## 52. Deposit by Instalments

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

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

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

- 52.3.1 5% of the Price by cheque on the Date of this Contract (**First Instalment**); and
- 52.3.2 the balance of the Deposit (if it has not already been paid) by unendorsed bank cheque on the Date for Completion (**Second Instalment**);

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

- 52.4 The Deposit becomes the Seller's property on Completion or on the earlier termination of this Contract by the Seller for the Buyer's default.
- 52.5 If the First Instalment of the Deposit is:
- 52.5.1 not paid on time and in accordance with clause 52.3; or
- 52.5.2 paid by cheque and the cheque is not honoured on first presentation,
- the Buyer is in default and the Seller may terminate this Contract immediately by written notice to the Buyer (without the notice otherwise necessary under clause 18) and clause 19 applies. If the Seller does not terminate this Contract in accordance with this clause 52.5, then this Contract remains on foot, subject to this clause 52.5, until either the Seller terminates the Contract pursuant to this clause 52.5, or waives the benefit of this clause 52.5 pursuant to clause 52.8.
- 52.6 If the Second Instalment of the Deposit is not paid on time in accordance with clause 52.3, then the Seller cannot immediately terminate the Contract for the Buyer's breach of an essential condition. The Seller must make timing of the payment of the Second Instalment an essential condition of the Contract by serving on the Buyer a Default Notice requiring the Buyer to pay the Second Instalment within 14\* days after service of the Default Notice (excluding the date of service).
- 52.7 For clarity, the Buyer must pay the full Price to the Seller, on or before Completion.
- 52.8 These clauses 52.2 to 52.8 inclusive are for the benefit of the Seller. The Seller may at any time before this Contract is terminated notify the Buyer in writing that the benefit of these clauses 52.2 to 52.8 inclusive is waived.

### 53. Residential Withholding Tax

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

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

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

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

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

- 53.2 The Seller must provide the Buyer with the RW Amount Information no later than 7 days after the Date of this Contract.
- 53.3 If the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'no' or if no selection is made, the Seller warrants to the Buyer that the Buyer is not required to make a payment under section 14-250 in relation to the supply of the Property from the Seller to the Buyer.
- 53.4 The following clauses 53.5 to 53.9 inclusive only apply if the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'yes'.
- 53.5 Subject to any adjustments to the Price that may arise after the date that the RW Amount Information is provided in accordance with clause 53.2 and which affect the RW Amount, the Seller warrants to the Buyer on the date that the RW Amount Information is provided to the Buyer that the Seller has provided the Buyer with the information required under section 14 255 of the Withholding Law in relation to the supply of the Property from the Seller to the Buyer, and that this information is true and correct to the Seller's knowledge.
- 53.6 The Buyer must provide the Seller with a copy of the 'GST property settlement withholding notification online form' confirmation email (or emails, if applicable) issued to the Buyer by the ATO no later than:
- 53.6.1 21 days after a written request from the Seller; or
- 53.6.2 7 days prior to the Date for Completion, whichever is the earlier.
- 53.7 The Buyer must provide the Seller with evidence of submission by the Buyer to the ATO of the 'GST property settlement date confirmation online form', with such evidence to be provided prior to or on Completion.

\* Alter as necessary

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

Block 12 Section 548 Gordon

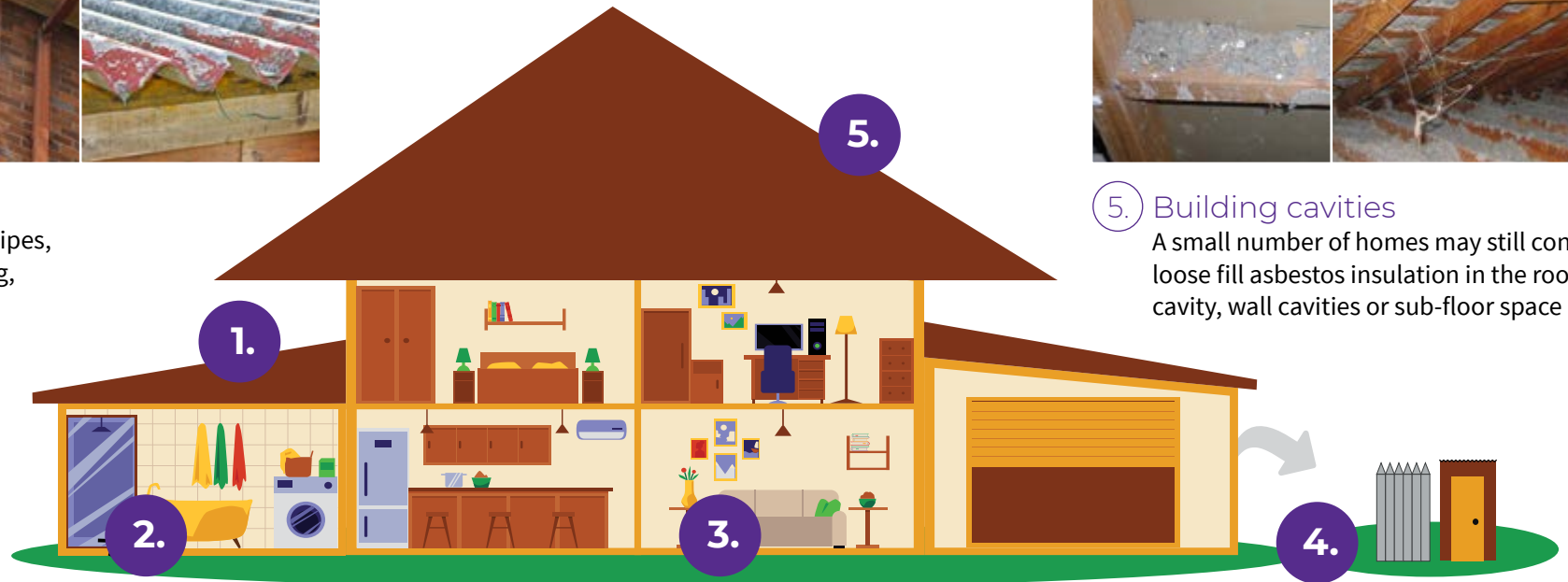


# If a home was built before 1990 it may contain dangerous asbestos material

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



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



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



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



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



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

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

## Assess the risk

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

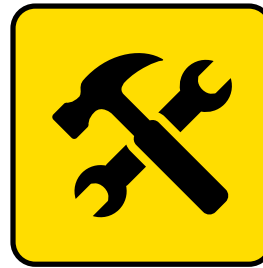
### Asbestos materials become dangerous when:



Broken or in poor  
condition



Damaged  
accidentally



Disturbed during  
renovation or repairs



Loose fill asbestos  
insulation



## Manage asbestos safely

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

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



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# TENANCY AGREEMENT (RESIDENTIAL)



This Tenancy Agreement is made on 02 Sep 2024

Urban Property

## ITEM 1 LESSOR

Name: Jacqueline & Ignacio Ferrer

Company Name:

ACN / ABN:

Name:

Company Name:

ACN / ABN:

## ITEM 2 AGENT

Name:

trading as Urban Property

Licence Number: 18402453

ACN / ABN: 46898896797

Address: C05/2 Anzac Park

Suburb: Campbell

State: ACT

Postcode: 2612

Phone: 61966735

Facsimile:

Mobile: 0413175238

Email: info@urban-property.com.au

## ITEM 3 TENANT

First Name	Surname	Tenant contributing to bond
1. Christian	De Lima	0422 307 213 Yes / <del>No</del>
Email: christiand4312@hotmail.com		
2. Kayla	Quattrocelli	0401501452 Yes / <del>No</del>
Email: kaylaquattrocelli24@gmail.com		
3.		Yes / No
Email:		
4.		Yes / No
Email:		
Company Name:	ACN / ABN:	
Email:		
Address:		
Suburb:	State:	Postcode:

## ITEM 4 PREMISES

Block:	Section:	Division:	Unit No:	Units Plan:
Address: 6 Violet Grover Place				
Suburb: Gordon	State: ACT	Postcode: 2906		

## ITEM 5 NUMBER OF OCCUPANTS

Maximum number of persons permitted to occupy the Premises: 2 Adults

## ITEM 6 FIXED TERM TENANCY

The term of this Tenancy Agreement is for: 6 ~~weeks~~ / months / ~~years~~  
commencing on: 20 Oct 2024 and ending on: 19 Apr 2025 (the Term)  
If the Tenant remains in occupation of the Premises following the expiry of the Term, the Tenant acknowledges and agrees that the terms of this Tenancy Agreement will continue to apply, except that the tenancy will be a periodic tenancy.

## ITEM 7 PERIODIC TENANCY

~~This Tenancy Agreement commences on: and ends upon the termination of this Tenancy Agreement by either the Lessor or the Tenant (the Term).~~

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CDL KQ



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# TENANCY AGREEMENT (RESIDENTIAL)



## ITEM 8 RENT

The rent equates to \$550.00 per week payable at the rate of \$550.00 per week / ~~fortnight~~ / ~~calendar month~~  
payable in advance commencing on 14 Sep 2024

The parties agree that the rent will increase during the Term in the following manner:

- ☒ \$570 per week  
☐ CPI  
☐ Market Review  
☐ Annual CPI Increases on \_\_\_\_\_  
☐ % above the rent payable immediately prior to the increase  
on 25 / 10 / 2024

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## ITEM 9 PAYMENT

The method by which the rent must be paid:

- ☐ Bank Cheque / Money Order made out to:  
☒ DEFT Payment Systems: Biller Code: 356170 Ref No. 5820396199  
☐ Direct Debit to commence on \_\_\_\_\_  
☐ Other: \_\_\_\_\_

## ITEM 10 BOND

- ☒ \$2200.00 being an amount equivalent to four weeks rent or ☐ \$  
☒ Lodged with the ACT Office of Rental Bonds \*Note: Bond to be lodged with the ACT Office of Rental Bond

### Address for service of documents - ACT Office of Rental Bonds

Any notice or other document to be issued by the ACT Office of Rental Bonds to the Lessor or the Agent is to be delivered to the following address:

info@urban-property.com.au

Any notice or any document issued by the ACT Office of Rental Bonds to the Tenant is to be delivered to the following address (an email address should be provided for each Tenant contributing to the bond). Please notify the ACT Office of Rental Bonds should you not wish to receive documents by email:

christiand4312@hotmail.com

kaylaquattrocelli24@gmail.com

## ITEM 11 EMERGENCY TRADESPEOPLE

As notified by the Lessor or the Agent from time to time.

## ITEM 12 CONDITION OF PREMISES

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The Premises is provided:

- ☒ Unfurnished.  
☐ Partially furnished as stipulated in the inventory and condition report.  
☐ Furnished as stipulated in the inventory and condition report.

## ITEM 13 SALE OF PREMISES (refer to section 46B(1)(a) of the Act)

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CDL KQ

Does the Lessor intend to sell the Premises within six (6) months of the commencement of this Tenancy Agreement?

- ☐ Yes  
☒ No

## ITEM 14 POSTING TERMINATION CLAUSE (refer to Additional Clause 101)

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Does a Posting Termination Clause apply to this Tenancy Agreement?

- ☐ Yes  
☒ No

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(RESIDENTIAL)****ITEM 15 BREAK LEASE FEE CLAUSE**

(refer to Additional Clause 102)

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Does a Break Lease Fee Clause apply to this Tenancy Agreement?



Yes



No

**Note:** if a notice of intention to vacate is received before the end of a fixed term agreement and the date by which the tenant intends to vacate is before the end of the agreement, the Lessor may apply to the ACAT for compensation (refer to section 84 of the Act)**ITEM 16 PETS**

(refer to Additional Clause 106)

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Is the Tenant required to obtain the Lessor's prior written consent to the keeping of an animal in the Premises?



Yes



No

**ITEM 17 ADDRESS FOR SERVICE OF DOCUMENTS**

- (1) The Landlord may be contacted by email or by post via the Agent at the Agent's address stated in Item 2.
- (2) For the Landlord:
  - (a) any document may be delivered to the Landlord by email, registered post or in person, via the Agent at the Agent's address stated in Item 2;
  - (b) any notice to be served on the Landlord, except a notice to vacate, must be in writing and may be served by sending the notice by email or prepaid post to the Agent's address stated in Item 2; and
  - (c) any notice to vacate to be served on the Landlord, must be in writing and may only be served by leaving it at, or sending it by prepaid post to, the Agent's address stated in Item 2.
- (3) For the Tenant:
  - (a) any document may be delivered to the Tenant by leaving it at the Premises or by sending it by email or post to the Tenant's address stated in Item 3;
  - (b) any notice to be served on the Tenant, except a notice to vacate, must be in writing and may be served by:
    - (i) leaving it at the Premises;
    - (ii) sending the notice by email or prepaid post to the Tenant's address stated in Item 3; or
    - (iii) delivering it to the Tenant personally; and
  - (c) any notice to vacate to be served on the Tenant, must be in writing and may only be served by:
    - (i) leaving it at the Premises;
    - (ii) sending it by prepaid post to the Premises, the Tenant's address stated in Item 3, or the address of the business of the Tenant last known to the Landlord; or
    - (iii) delivering it to the Tenant personally.
- (4) The parties acknowledge the address for service stated above is provided pursuant to clause 98 of the Agreement.
- (5) Despite Item 17(2)(c), the Landlord may, at the Landlord's absolute discretion, accept service of a defective notice to vacate or a notice to vacate sent by email to the Agent's address stated in Item 2.

**ITEM 18 MINIMUM HOUSING STANDARD (except the Minimum Ceiling Insulation Standard)**

Is the Premises required to comply with a Minimum Housing Standard?



Yes



No



The Premises is exempt

If yes, does the Premises comply with the Minimum Housing Standard?



Yes



No

If the Premises does not comply,

(a) the reason the Premises does not comply with a Minimum Housing Standard is due to

(b) the proposed date by which the Premises will comply is

**Note:** If a regulation prescribes a period in which the Premises must comply, the proposed date is the end of the period, or in any other case, 1 month after the day this Tenancy Agreement is entered into.

If the Premises is exempt, the reason for the exemption is

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**ITEM 19 CEILING INSULATION**

- Is the premises required to comply with the Minimum Ceiling Insulation Standard? ☒ Yes ☐ No ☐ The Premises is exempt
- If yes, does the Premises comply with the Minimum Ceiling Insulation Standard? ☒ Yes ☐ No
- If the Premises does not comply, the proposed date by which the Premises will comply is \_\_\_\_\_.
- If the Premises is exempt, the Lessor is not required to comply with the Minimum Ceiling Insulation Standard due to: (tick as applicable)
- ☐ the Premises, or part of the Premises is registered under the *Heritage Act 2004* and the installation of required ceiling insulation in a required area would, or would be likely to, have a significant adverse impact on the heritage significance of the Premises; or
  - ☐ the Premises is a unit under the *Unit Titles Act 2001* in a building with 2 or more storeys and the required area is located immediately below another unit in the building;
  - ☐ ceiling insulation is not able to be installed in a required area for structural reasons;
  - ☐ the Tenant has told the Agent/Lessor in writing that the Tenant does not want ceiling insulation installed in the Premises;
  - ☐ before entering into this Tenancy Agreement, the Lessor has told the Tenant in writing that the Lessor intends to demolish all of the Premises, or a substantial part of the Premises, within 2 years after the day the Lessor enters into this Tenancy Agreement;
  - ☐ the Tenancy Agreement is for a fixed term of 12 months or less and the Tenant is the former owner of the Premises;
  - ☐ the Premises is a unit under the *Unit Titles Act 2001* on the top storey of a building and the Lessor has written confirmation from the Owners Corporation for the building that the Corporation -
    - ☐ intends to arrange for required ceiling insulation to be installed in parts of the building, including the required area of the Premises; or
    - ☐ refuses permission for the Lessor to install required ceiling insulation.

# TENANCY AGREEMENT (RESIDENTIAL)

## ADDITIONAL CLAUSES

### ~~Clause 101 - Termination because of posting~~

- (1) This clause applies if Item 14 is marked "Yes".
- (2) The Lessor and the Tenant agree to the Posting Termination Clause being included in this Agreement.
- (3) This Tenancy Agreement may be terminated:
  - (a) if the Lessor is posted to the ACT in the course of the Lessor's employment - by the Lessor giving the Tenant at least 8 weeks written notice to vacate the Premises; or
  - (b) if the Tenant is posted away from the ACT in the course of the Tenant's employment - by the Tenant giving the Lessor at least 8 weeks written notice of the Tenant's intention to vacate the Premises.
- (4) A notice under subclause (3) must be accompanied by evidence of the posting (for example a letter from the employer of the Lessor or Tenant confirming the details of the posting).
- (5) The Tenancy Agreement terminates:
  - (a) 8 weeks after the day the notice is received under subclause (3); or
  - (b) if a later date is stated in the notice - on the stated date.

### Clause 102 - Termination before end of fixed term—break lease fee clause

- (1) This clause applies if Item 15 is marked "Yes" and this Tenancy Agreement is for a fixed term.
- (2) The Lessor and the Tenant agree to the break lease fee clause being included in this Agreement.
- (3) If the Tenant ends this Tenancy Agreement before the end of the Term (other than for a reason provided for by the Act or this Tenancy Agreement), the Tenant must pay a fee (a **break fee**) of the following amount:
  - (a) if the Term is 3 years or less:
    - (i) if less than half of the Term has expired—6 weeks rent; or
    - (ii) in any other case—4 weeks rent;
  - (b) if the Term is more than 3 years—the amount agreed between the Lessor and Tenant.
- (4) The Lessor agrees that the compensation payable by the Tenant for ending this Tenancy Agreement before the end of the Term is limited to the amount of the break fee specified in subclause (3).
- (5) However, the Lessor and Tenant agree that if, within the defined period after the Tenant vacates the Premises, the Lessor enters into a residential tenancy agreement with a new tenant, the amount payable by the Tenant is limited to:
  - (a) the amount of the break fee under subclause (3) less the amount of rent payable by the new tenant for the defined period; and
  - (b) if the Tenant vacates the Premises more than 4 weeks before the end of the Term—the Lessor's reasonable costs (not exceeding the defined cost limit) of advertising the Premises for lease and of giving a right to occupy the Premises to another person.
- (6) In this clause:
  - (a) **defined** cost limit means—
    - (i) if half or more than half of the Term has expired—an amount equal to 2/3 of 1 week's rent; or
    - (ii) if less than half of the Term has expired—an amount equal to 1 week's rent.
  - (b) **defined** period means—
    - (i) if subclause (3)(a)(i) applies—6 weeks; or
    - (ii) if subclause (3)(a)(ii) applies—4 weeks; or
    - (iii) if subclause (3)(b) applies - N weeks.

**N** is the number worked out as follows:  
*break fee/weekly rent payable at the time the Tenant ends this Tenancy Agreement.*

### Clause 103 - Standard Residential Tenancy Terms

The Standard Residential Tenancy Terms contained in Schedule 1 of the Act apply to this Tenancy Agreement.

### Clause 104 - Joint and Individual Liability

Where the Tenant consists of more than one person, the covenants and obligations to be observed and performed by the Tenant shall bind them jointly and each of them severally.

### Clause 105 - Smoking

- (1) The Tenant acknowledges and agrees that:
  - (a) the Tenant, and any guest of the Tenant, is prohibited from smoking inside the dwelling (being the improvements of which form part of the Premises);
  - (b) smoking is only permitted outside the dwelling; and
  - (c) upon the Tenant vacating the Premises, the Tenant must clean and repair any damage caused to the outside of the dwelling caused by the Tenant smoking on the Premises.
- (2) In the event the Tenant breaches subclause (1)(a), the Tenant must:
  - (a) arrange for the professional cleaning of the dwelling (including all carpeted areas, blinds and walls) to the satisfaction of the Lessor, acting reasonably; and
  - (b) rectify any damage caused to the dwelling, and any property of the Lessor in the dwelling, by the Tenant smoking in the dwelling.

# TENANCY AGREEMENT (RESIDENTIAL)

## Clause 106 - Pets

- (1) Where the Tenant must obtain the Lessor's consent to the keeping of an animal on the Premises, the Tenant must apply for the Lessor's consent in writing.
- (2) Where the Tenant is not required to obtain the Lessor's prior written consent to the keeping of an animal on the Premises and the Tenant intends to keep or keeps an animal on the Premises, the Tenant must at all times comply with those terms and conditions attached to this Tenancy Agreement (if any).
- (3) Where the Premises is a unit, the Tenant acknowledges that the keeping of an animal on the Premises is subject to the approval of the Owner's Corporation.
- (4) Where the Tenant is permitted to keep an animal on the Premises:
  - (a) the Lessor may impose reasonable conditions of the Tenant's keeping of the animal on the Premises, including but not limited to the number of animals kept on the Premises and the extent to which the Premises must be cleaned and maintained;
  - (b) the Tenant must comply with any conditions imposed by the Lessor; and
  - (c) the Tenant is responsible for and indemnifies the Lessor against any damage caused to the Premises or any costs incurred by the Lessor in connection with the Tenant keeping an animal on the Premises.

## Clause 107 - Modifications

- (1) In addition to clauses 67 and 68 of this Tenancy Agreement, the Tenant acknowledges and agrees that:
  - (a) the Tenant must obtain the Lessor's consent to carry out any renovation, or make any alteration or addition, to the Premises or to add any fixtures or fittings to the Premises and the Tenant must apply for the Lessor's consent in writing;
  - (b) when carrying out any renovation, alteration or addition or adding any fixtures or fittings to the Premises, the Tenant must at all times comply with any reasonable direction given by the Lessor; and
  - (c) any renovation, alteration or addition to the Premises, whether or not carried out by the Tenant or by someone on behalf of the Tenant, must be carried out in a proper and workmanlike manner and in accordance with all relevant laws, regulations and codes.
- (2) The Tenant is responsible for and indemnifies the Lessor against any damage caused to the Premises or the Lessor's property or any costs or loss incurred or suffered by the Lessor in connection with the Tenant renovating, or making any alteration or addition, to the Premises or installing any fixture or fitting to the Premises.

## Clause 108 - Privacy Policy

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- (1) The *Privacy Act 1988* (Cth) allows certain information about the Tenant to be collected, used and disclosed for the purpose for which it was collected, and otherwise in accordance with the Act. This Privacy Policy only applies to the extent the Agent collects, uses and discloses personal information.
- (2) The Agent may amend or amend and restate this Privacy Policy from time to time and may subsequently notify the Tenant of any changes to this Privacy Policy by updating it on the Agent's website or by other written notification to the Tenant. Any changes to this Privacy Policy take effect upon the earlier of the update to the website or other notification to the Tenant.
- (3) This Tenancy Agreement requires the collection of certain information including personal information about the Tenant.
- (4) The personal information the Tenant provides in this Tenancy Agreement or collected from other sources is necessary for the Agent to:
  - (a) identify and verify the Tenant's identity;
  - (b) make recommendations to the Lessor;
  - (c) manage the Residential Agreement and Premises for the Lessor;
  - (d) process any payment (including without limit the exchange of personal information with the relevant payment provider, where necessary);
  - (e) liaise and exchange information with the Tenant and the Agent's or Tenant's legal and other advisors in relation to or in connection with this Tenancy Agreement;
  - (f) comply with any applicable laws;
  - (g) comply with any dispute resolution process;
  - (h) to inform and offer the Tenant products and services provided by the Agent or other third-party service providers and
  - (i) marketing and research purposes provided that the use is reasonably necessary for one or more of the Agent's obligations or services and in accordance with the Act.
- (5) Personal information collected about the Tenant in connection with this Tenancy Agreement may be disclosed by the Agent to other parties for the purpose for which it was collected, including the Lessor and the Lessor's mortgagee, other agents, Courts, tribunals responsible for residential tenancy matters, third party operators of tenancy database and any prospective or actual purchaser of the Premises, including to their mortgagee (if any).
- (6) If the Tenant does not wish to receive any information about products and services as referred to under subclause (4)(h) then please tick this box: ☐ or otherwise notify the Agent.
- (7) The Tenant is entitled to request access to the Tenants personal information held by the Agent by making a written request. The Agent will respond to the request and provide access to the information within a reasonable time. There will be no charges associated with the making of such a request or the subsequent provision of information.
- (8) Where the Tenant requests that the Agent corrects the personal information that the Agent holds about the Tenant, the Agent will take such steps (if any) as are reasonable in the circumstances to correct the information.
- (9) The Agent will take such steps as are reasonable in the circumstances to protect the personal information from misuse, interference and loss, and from unauthorised access, modification or disclosure.

**Clause 109 - Electronic Communication**

- (1) For the purposes of this clause, electronic communication has the same meaning as defined in the *Electronic Transactions Act 2001* (ACT).
- (2) Where a provision of this Tenancy Agreement:
  - (a) requires a party to provide information to the other;
  - (b) permits a party to provide information to the other; or
  - (c) requires a party to produce a document to the other, that is in the form of paper, an article or other material, that information or document, subject to subclause (3), may be given by means of an electronic communication and the parties:
  - (d) consent to the information and document being provided by an electronic communication; and
  - (e) agree that at the time the information or document is given, the information or document will be readily accessible so as to be useable for subsequent reference.
- (3) In respect of the production of a document, the document may be in an electronic form, subject to the method of generating the electronic form of the document providing a reliable means of assuring the maintenance of the integrity of the information contained in the document.
- (4) This Tenancy Agreement and any document referred to in this Tenancy Agreement which requires the signature of a party to this Tenancy Agreement, may be given by electronic communication, subject to:
  - (a) a method being used to identify the party and to show the party's intention in relation to the information communicated; and
  - (b) the method being reliable and appropriate for the document being signed,
- (5) The parties consent to the Tenancy Agreement being signed by an electronic communication in accordance with subclause (4).
- (6) If due to this Tenancy Agreement being signed by an electronic communication:
  - (a) this Tenancy Agreement or any of its terms or conditions are invalid, unenforceable or not binding; or
  - (b) the Tenant alleges or claims that this Tenancy Agreement or any of its terms or conditions are invalid, unenforceable or not binding, the parties agree to execute a printed copy of this Tenancy Agreement, in the same form and dated the same date as this Tenancy Agreement.
- (7) If the Tenant fails to sign a printed copy of this Tenancy Agreement in order to satisfy the above terms and conditions within five (5) business days of being requested to do so by the Lessor or the Agent, the Tenant appoints the Lessor as its attorney to execute a printed copy of this Tenancy Agreement on the Tenant's behalf and to date that copy of this Tenancy Agreement with the same date as this Tenancy Agreement.
- (8) The Tenant indemnifies and will keep the Lessor indemnified against all costs, expenses, losses or damages incurred, paid or payable by the Lessor arising from or connected with a breach of this Clause by the Tenant.



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# TENANCY AGREEMENT (RESIDENTIAL)



## SIGNED BY THE LESSOR

Jacqueline & Ignacio Ferrer

DocuSigned by: (Name of Lessor)  
*Jacqueline & Ignacio Ferrer*  
(Signature of Lessor or Lessor's representative)  
9/9/2024 (Date)

I consent to this agreement being signed by means of DocuSign signature and warrant that my execution of this agreement by DocuSign signature is evidence of my intention to be bound to the terms and conditions of this agreement

in the presence of:

(Name of witness)

Note: No witness is required if the Lessor signs this agreement electronically.

(Signature of witness)

(Date)

in the presence of:

(Name of witness)

Note: No witness is required if the Lessor signs this agreement electronically.

(Signature of witness)

(Date)

(Name of Lessor)

(Signature of Lessor or Lessor's representative)

I consent to this agreement being signed by means of DocuSign signature and warrant that my execution of this agreement by DocuSign signature is evidence of my intention to be bound to the terms and conditions of this agreement

(Date)

■/ We accept the terms of this Tenancy Agreement and acknowledge having been given the opportunity to obtain advice in respect of this Tenancy Agreement.

## SIGNED BY THE TENANT

Christian De Lima

Signed by: (Name of Tenant)  
*Christian De Lima*  
(Signature of Tenant)  
9/9/2024 (Date)

I consent to this agreement being signed by means of DocuSign signature and warrant that my execution of this agreement by DocuSign signature is evidence of my intention to be bound to the terms and conditions of this agreement

in the presence of:

(Name of witness)

Note: No witness is required if the Tenant signs this agreement electronically.

(Signature of witness)

(Date)

in the presence of:

(Name of witness)

Note: No witness is required if the Tenant signs this agreement electronically.

(Signature of witness)

(Date)

in the presence of:

(Name of witness)

Note: No witness is required if the Tenant signs this agreement electronically.

(Signature of witness)

(Date)

in the presence of:

(Name of witness)

Note: No witness is required if the Tenant signs this agreement electronically.

(Signature of witness)

(Date)

kayla Quattrocelli

DocuSigned by: (Name of Tenant)  
*kayla Quattrocelli*  
(Signature of Tenant)  
9/9/2024 (Date)

I consent to this agreement being signed by means of DocuSign signature and warrant that my execution of this agreement by DocuSign signature is evidence of my intention to be bound to the terms and conditions of this agreement

(Name of Tenant)

(Signature of Tenant)

I consent to this agreement being signed by means of DocuSign signature and warrant that my execution of this agreement by DocuSign signature is evidence of my intention to be bound to the terms and conditions of this agreement

(Date)

(Name of Tenant)

(Signature of Tenant)

I consent to this agreement being signed by means of DocuSign signature and warrant that my execution of this agreement by DocuSign signature is evidence of my intention to be bound to the terms and conditions of this agreement

(Date)

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## Standard Residential Tenancy Terms

### Lessor and Tenant must comply with terms of Tenancy Agreement

1. (1) This Tenancy Agreement is made under the *Residential Tenancies Act 1997* (the **Act**).
- (2) The Lessor and the Tenant may agree to add additional clauses to this Tenancy Agreement but they must not be inconsistent with, or modify, existing clauses (except if permitted by the Act).
- (3) Except where otherwise stated, terms defined in this Tenancy Agreement have the same meaning given to them in the Act.
2. By signing this Tenancy Agreement, the Lessor and the Tenant agree to be bound by its terms during the period of the tenancy it creates.
3. A party to this Tenancy Agreement cannot contract out of it or out of the provisions of the Act, except as provided in that Act.
4. A fixed term tenancy must be for the single period specified in the Tenancy Agreement.
5. A periodic tenancy includes a tenancy that is not specified to be for a fixed term, including such a tenancy which commences on the expiration of a fixed term tenancy.
6. A reference in this Tenancy Agreement to a notice to vacate and a notice of intention to vacate is taken to be a reference to a termination notice under the Act.

### Costs and procedures for establishing Tenancy Agreement

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

### Information

13. (1) The Lessor must provide to the Tenant a copy of an information booklet about residential tenancies authorised by the director-general before the commencement of this Tenancy Agreement.
- (2) If it is not possible to provide the Tenant with a booklet, the Lessor must inform the Tenant of the booklet and where it may be obtained.
- (3) If the Premises are a unit within the meaning of the *Unit Titles Act 2001* (ACT), the Lessor must give the Tenant a copy of the owners corporation's rules before the commencement of this Tenancy Agreement.

### BOND AND CONDITION REPORT

#### Maximum Bond

14. Payment of a bond is not necessary unless required by the Lessor.
15. Only 1 bond is payable for the tenancy created by this Tenancy Agreement.
16. The amount of the bond must not exceed the amount of 4 weeks rent.

#### Lodgment of the bond with the Office of Rental Bonds

17. If the Lessor requires a bond, the bond must be lodged with the Office of Rental Bonds.
18. Either party may lodge the bond with the Office of Rental Bonds.

#### If the Lessor and Tenant agree that the Tenant is to lodge the bond

19. If the parties agree that the Tenant is to lodge the bond, the following applies:
  - (a) the Tenant, or the Lessor on the Tenant's behalf, must complete the bond lodgment form provided by the Office of Rental Bonds and lodge the form with the Office;
  - (b) the Tenant must lodge the bond with the Office of Rental Bonds in the way permitted by the Office;

- (c) the Lessor may require lodgment of the bond before the Lessor gives possession of the Premises to the Tenant and if this is the case, the Tenant must be able to take possession of the Premises and receive the keys to the Premises as soon as the Tenant provides the Lessor with evidence of lodgment of the bond or the Office of Rental Bonds notifies the Lessor that the bond was received by the Office.

#### If the Lessor is to lodge the bond

20. If the Lessor is to lodge the bond, the following applies:
  - (a) on receiving the bond, the Lessor must give the Tenant a receipt for the bond;
  - (b) the Lessor must complete the bond lodgment form provided by the Office of Rental Bonds and lodge the form with the Office;
 

*Note* Under the *Electronic Transactions Act 2001*, s 8 (1), information required to be in writing may be given electronically in certain circumstances.
  - (c) the Lessor must lodge the bond with the Office of Rental Bonds in the way permitted by the Office within—
    - (i) the later of 2 weeks after receiving the bond and the commencement of this tenancy; or
    - (ii) if the Agent lodges the bond—the later of 4 weeks after receiving the bond and the commencement of this tenancy.

### Condition Report

21. (1) Within 1 day of the Tenant taking possession of the Premises, the Lessor must give 2 copies of a condition report completed by the Lessor to the Tenant.
- (2) The condition report must be on, or to the effect of, the condition report form published by the Territory.
22. (1) The Tenant must examine the report and indicate on the report the Tenant's agreement or disagreement with the items.
- (2) Within 2 weeks after the day the Tenant receives the report, the Tenant must return 1 copy of the report to the Lessor, signed by the Tenant and indicating the Tenant's agreement or disagreement with the report or parts of the report.
23. The Lessor must keep the condition report for a period of not less than 1 year after the end of this tenancy.
- 23A. (1) At the end of this tenancy, an inspection of the Premises must be carried out in the presence of the Lessor and Tenant.
- (2) A condition report based on the inspection must be completed in the presence of, and signed by, the Lessor and Tenant.
- (3) A party may complete and sign a condition report in the absence of the other party if the party has given the other party a reasonable opportunity to be present when the report is completed and signed.

### RENT AND OTHER CHARGES

#### Rent and bond only as payment for the tenancy

24. The Lessor must not require any payment other than rent or bond for the following:
  - (a) the granting, extension, transfer or renewal of this tenancy or subtenancy;
  - (aa) consenting to -
    - (i) a person becoming a co-tenant; or
    - (ii) a co tenant stopping being a party to the tenancy agreement;
  - (b) vacating of Premises;
  - (c) obtaining a key to the Premises; or
  - (d) information on the availability of tenancies.

#### Holding deposits

25. The Act prohibits the taking of holding deposits.

#### Payment of rent

26. (1) The Tenant must pay the rent on time.
- (2) The Tenant must not use the bond money to pay the rent for the last weeks of this tenancy.
- (3) The Tenant and the Lessor may agree to change the way rent is paid (including, for example, where the rent is paid or whether it is to be paid into a nominated bank account or whether it is to be paid in person).
- (4) The Tenant and Lessor may agree that rent is to be paid electronically.

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# TENANCY AGREEMENT (RESIDENTIAL)

27. The Lessor must not require the Tenant to pay rent by postdated cheque.

## Maximum rent in advance

28. The Lessor must not require an amount of rent paid in advance greater than 2 weeks or a longer period nominated by the Tenant.

## Rent receipts

29. If rent is paid in person to the Lessor or Agent, a receipt must be given at that time.
30. In other circumstances where rent is paid to the Lessor, a receipt must be provided or sent by post within 1 week of its receipt.
31. (1) A receipt for payment of rent must specify the amount paid.  
(2) A receipt should specify the following:  
(a) the date of payment;  
(b) the period in relation to which the payment is made;  
(c) the Premises; and  
(d) whether the payment is for bond or rent.
- (3) If these particulars are not included in the receipt, the Lessor must provide this information to the Tenant within 4 weeks of a request by the Tenant.
32. A receipt is not required if the rent is paid by the Tenant directly into an account nominated by the Lessor or Agent.

## Rent records

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

## Increase in rent

34. The amount of rent must not vary from period to period except as provided by this Tenancy Agreement and the Act.
35. The rent may not be increased at intervals of less than 12 months from either the beginning of the Tenancy Agreement for the first increase, or after that, from the date of the last increase.
36. (1) This clause applies if -  
(a) the housing commissioner is the Lessor under this Tenancy Agreement; and  
(b) the commissioner has decided to increase the rent after a review of rent under the *Housing Assistance Act 2007* (ACT), section 23.  
(2) Despite clause 35, the housing commissioner may increase the rent.  
(3) However, if a previous review of rent has been undertaken, the increase under subclause (2) must not take effect earlier than 1 year after the date the last rent increase for the Premises took effect.
37. The restriction on increase in rent applies provided the identity of at least 1 of the Tenants who occupy the Premises remains the same as at the time of the last increase.

## Review of excessive rent increases

38. The Lessor must give the Tenant 8 weeks written notice of intention to increase the rent and include in the notice the amount of the increase, and the date when it is proposed to increase the rent.
39. (1) The Tenant may apply in writing to the tribunal for review of an excessive increase in rent (time limits for applying and the meaning of excessive is set out in the Act).  
(2) On such application being made, no increase in rent is payable until so ordered by the tribunal.
40. If the Tenant remains in occupation of the Premises without applying to the tribunal for review, the increase in rent takes effect from the date specified in the notice.
41. If the Tenant wishes to vacate the Premises before the increase takes effect, the Tenant must give 3 weeks' notice to the Lessor.

## Lessor's costs

42. The Lessor is responsible for the cost of the following:  
(a) rates and taxes relating to the Premises;  
(b) services for which the Lessor agrees to be responsible;  
(c) services for which there is not a separate metering device so that amounts consumed during the period of the tenancy cannot be accurately determined;

- (d) all services up to the time of measurement or reading at the beginning of this tenancy; and  
(e) all services after reading or measurement at the end of this tenancy providing the Tenant has not made any use of the service after the reading.

43. (1) The Lessor must pay for any physical installation of services (eg. water, electricity, gas, telephone line).  
(2) The Tenant is responsible for the connection of all services that will be supplied in the Tenant's name.
44. The Lessor must pay the annual supply charge associated with the supply of water or sewerage.
45. If the Premises are a unit under the *Unit Titles Act 2001* (ACT), the Lessor is responsible for all owners corporation charges.

## Tenant's costs

46. The Tenant is responsible for all charges associated with the consumption of services supplied to the Premises, including electricity, gas, water and telephone.
47. The Tenant is not required by the Lessor to connect or continue a telephone service.

## Reading of metered services

48. (1) The Lessor is responsible for undertaking or arranging all readings or measurement of services, other than those that are connected in the name of the Tenant.  
(2) The Lessor must provide the Tenant with an opportunity to verify readings and measurements.
49. If the Lessor does not arrange reading or measurement of a service connected in the name of the Lessor by the day after the date of expiry of notice to vacate given in accordance with this Tenancy Agreement or the Act, the Lessor is responsible for payment of the unread or unmeasured service after the date of the last reading or measurement.
50. (1) If the Tenant vacates the Premises without giving notice before departure, the Lessor must arrange a reading or measurement of services connected in the Lessor's name within a reasonable time of the Lessor becoming aware of the departure of the Tenant.  
(2) The Tenant is responsible for payment of services to the date of that reading or measurement.

## Tenant's use of the Premises without interference

51. The Lessor guarantees that there is no legal impediment to the use of the Premises for residential purposes by the Tenant.
52. The Lessor shall not cause or permit any interference with the reasonable peace, comfort or privacy of the Tenant in the use by the Tenant of the Premises.
53. Unless otherwise agreed in writing, the Tenant has exclusive possession of the Premises, as described in the agreement, from the date of this Tenancy Agreement.

## LESSOR TO INSTALL AND MAINTAIN SMOKE ALARMS

### Lessor to install and maintain smoke alarms

- 53A. (1) The Lessor must install and maintain smoke alarms in the Premises.  
(2) The installation of the smoke alarms must comply with the requirements prescribed by regulation for the Act, section 11B.

## LESSOR TO MAKE REPAIRS

### Lessor to provide Premises in a reasonable state at the start of the tenancy

54. (1) At the start of this tenancy, the Lessor must ensure that the Premises, including furniture, fittings and appliances (unless excluded from the tenancy agreement), are -  
(a) fit for habitation;  
(b) reasonably clean;  
(c) in a reasonable state of repair; and  
(d) reasonably secure.
- (2) An exclusion must be in writing and may, but need not, be included in this Tenancy Agreement (if in writing).
- (3) The Lessor or the Tenant may change locks (at his or her own cost unless otherwise agreed) with the agreement of the other party (which will not be unreasonably withheld).
- (4) The Lessor or the Tenant may change locks (at his or her own cost) in an emergency without the agreement of the other party.



# TENANCY AGREEMENT (RESIDENTIAL)

- (5) If the Tenant, or a person living at the Premises, is a protected person in relation to an interim or final order made under the *Family Violence Act 2016* (ACT) or the *Personal Violence Act 2016* (ACT), the Tenant or person may change locks (at his or her own cost) without the agreement of the other party.
- (6) If a lock is changed, a copy of the key to the changed lock must be provided to the other party as soon as possible unless doing so would affect the safety of a protected person.

## Lessor to make repairs

55. (1) The Lessor must maintain the Premises in a reasonable state of repair having regard to their condition at the commencement of this Tenancy Agreement.
- (2) The Tenant must notify the Lessor of any need for repairs.
- (3) This section does not require the Tenant to notify the Lessor about anything that an ordinary Tenant would reasonably be expected to do, for example, changing a light globe or a fuse.
56. The Lessor is not obliged to repair damage caused by the negligence or wilful act of the Tenant.
57. Subject to clause 55, the Lessor must make repairs, other than urgent repairs, within 4 weeks of being notified of the need for the repairs (unless otherwise agreed).

## Repairs in unit title Premises

58. If the Premises are a unit under the *Unit Titles Act 2001* (ACT), and the Tenant's use and enjoyment of the Premises reasonably requires repairs to the common property, the Lessor must take all steps necessary to require the owners corporation to make the repairs as quickly as possible.

## Urgent repairs

59. The Tenant must notify the Lessor (or the Lessor's nominee) of the need for urgent repairs as soon as practicable, and the Lessor must, subject to clause 82, carry out those repairs as soon as necessary, having regard to the nature of the problem.
60. The following are urgent repairs in relation to the Premises, or services or fixtures supplied by the Lessor:
- (a) a burst water service;
  - (b) a blocked or broken lavatory system;
  - (c) a serious roof leak;
  - (d) a gas leak;
  - (e) a dangerous electrical fault;
  - (f) flooding or serious flood damage;
  - (g) serious storm or fire damage;
  - (h) a failure of gas, electricity or water supply to the Premises;
  - (i) the failure of a refrigerator supplied with the Premises;
  - (j) a failure or breakdown of any service in the Premises essential for hot water, cooking, heating, cooling or laundering;
  - (k) a fault or damage that causes the residential Premises to be unsafe or insecure;
  - (l) a fault or damage likely to cause injury to person or property; and
  - (m) a serious fault in any door, staircase, lift or other common area that inhabits or unduly inconveniences the Tenant in gaining access to and use of the Premises.

## Tenant may authorise urgent repairs in certain circumstances

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

- 62A. The Lessor must ensure the Premises comply with the Minimum Housing Standards applying to the Premises.

## TENANT TO LOOK AFTER THE PREMISES

### The Tenant must take reasonable care of the Premises and keep the Premises reasonably clean

63. During the tenancy, the Tenant must -
- (a) not intentionally or negligently damage the Premises or permit such damage;
  - (b) notify the Lessor of any damage as soon as possible; and
  - (c) take reasonable care of the Premises and their contents, and keep them reasonably clean, having regard to their condition at the time of the commencement of this tenancy and the normal incidents of living.
- 63A. The Tenant must replace the battery in a smoke alarm installed in the Premises whenever necessary.
64. The Tenant must leave the Premises -
- (a) in substantially the same state of cleanliness, removing all the Tenant's belongings and any other goods brought onto the Premises during the duration of the tenancy agreement; and
  - (b) in substantially the same condition as the Premises were in at the commencement of the Tenancy Agreement, fair wear and tear excepted.
65. The Lessor must not require the Tenant to make alternations, improvements or renovations to the Premises.

## Tenant of unit to comply with owners corporation's rules

66. If the Premises are a unit under the *Unit Titles Act 2001* (ACT), the Tenant must comply with the owners corporation's rules, and with any notice served in accordance with the rules, to the extent that they are not inconsistent with the standard residential tenancy terms in this Tenancy Agreement.

## Tenant must make no alterations and must not add any fixtures or fittings without the consent of the Lessor

67. (1) The Tenant must not, without the Lessor's written consent, make any renovation, alteration or addition to the Premises (time limits for the Lessor to refuse consent to special modifications are set out in the Act).
- (2) The Lessor may give consent subject to a reasonable condition, including a requirement that the Tenant use a suitably qualified tradesperson to undertake—
- (a) the renovation, alteration, or addition; and
  - (b) any restoration at the end of this tenancy.
- (3) Unless otherwise agreed, the Tenant is liable for the cost of any renovation, alteration or addition to the Premises.
- (4) Unless otherwise agreed, at the end of the tenancy the Tenant is responsible for restoring the Premises to substantially the same condition as the Premises were in at the commencement of this Tenancy Agreement, fair wear and tear excepted.
- (5) The Lessor and the Tenant may agree that any renovation, alteration, or addition to the Premises remains in place at the end of this Tenancy Agreement.
68. (1) The Tenant must not add any fixtures or fittings to the Premises without the consent of the Lessor.
- (2) The Lessor's consent must not be unreasonably withheld.
- (3) The Tenant must make good any damage to the Premises on removal of any fixtures and fittings.
- (4) Any fixtures or fittings not removed by the Tenant before the Tenant leaves the Premises becomes the property of the Lessor.

## Tenant must not use the premises for illegal purposes and must not disturb the neighbors

69. Unless otherwise agreed in writing, the Tenant must only use the Premises for residential purposes.
70. The Tenant must not:
- (a) use the Premises, or permit them to be used, for an illegal purpose;
  - (b) cause or permit nuisance; or
  - (c) interfere, or permit interference, with the quiet enjoyment of the occupiers of nearby Premises.
71. The Tenant must not leave the Premises vacant for more than 3 weeks without notifying the Lessor.

# TENANCY AGREEMENT (RESIDENTIAL)

## Tenant must not sell, dispose of, or sublet tenancy without consent of Lessor

72. (1) The Tenant must not assign or sublet the Premises or any part of them without the written consent of the Lessor.
- (2) Consent may be given at any time.
- (3) No rights in relation to the Premises may be created in any third party before consent is obtained from the Lessor.

## Co-tenant may leave tenancy agreement

- 72A. (1) A co-tenant may stop being a party to the tenancy agreement—
- (a) with the consent of the lessor and each remaining co-tenant under the agreement; or
- (b) by order of the tribunal under the Residential Tenancies Act, section 35G (1) (a) or (d).
- (2) The co-tenant must seek the consent of the lessor and each remaining co-tenant—
- (a) by notice in writing; and
- (b) at least 21 days before the day the co-tenant intends to stop being a party to the tenancy agreement (time limits for the lessor or each remaining co-tenant to refuse consent are set out in the Residential Tenancies Act).
- (3) If consent is given to the co-tenant to stop being a party to the tenancy agreement—
- (a) the agreement continues between the lessor and the remaining co-tenants; and
- (b) the tenant's rights and obligations under the agreement end.

## Becoming a new co-tenant to existing tenancy agreement

- 72B. (1) Another person may become a co-tenant under the tenancy agreement—
- (a) with the consent of the lessor and each other co-tenant; or
- (b) under the Residential Tenancies Act, section 35D.
- (2) An existing tenant must seek the consent of the lessor and any other co-tenant—
- (a) by notice in writing; and
- (b) at least 14 days before the day the person wants to become a co-tenant (time limits for the lessor or each other co-tenant to refuse consent are set out in the Residential Tenancies Act).
- (3) If the person becomes a co-tenant—
- (a) the agreement continues with the person becoming a co-tenant with the existing co-tenants; and
- (b) the existing co-tenants must give the person a copy of the condition report for the premises not later than the day after the person becomes a co-tenant.
- (4) This clause does not apply to a tenancy agreement in relation to a social housing dwelling or crisis accommodation.

## Tenant may be responsible for damage or other breach of tenancy agreement by visitors or guests

73. The Tenant is personally responsible for the actions or omissions of visitors, guests or other people on the Premises if:
- (a) The action or omission would if performed by the Tenant have constituted a breach of this Tenancy Agreement; and
- (b) The person is on the Premises with the permission of the Tenant.
74. The Tenant is not personally responsible for the actions or omission of a person who is on the Premises:
- (a) at the request of the Lessor;
- (b) to assist the Lessor perform any of the duties of the Lessor under this Tenancy Agreement (whether at the request of the Lessor or the Tenant); or
- (c) without the consent of the Tenant.

## Keeping animals on Premises

- 74A. (1) The Tenant may keep an animal, or allow an animal to be kept, on the Premises.

- (2) The Tenancy Agreement may require the Tenant to obtain the Lessor's prior written consent to keep an animal, or allow an animal to be kept, on the Premises (time limits for the Lessor to refuse consent are set out in the Act).

- 74B. The Tenant is responsible for any repairs or additional maintenance to the Premises required as a consequence of keeping an animal on the Premises.

## LESSOR'S ACCESS TO PREMISES

### Lessor cannot enter the premises except as provided in this tenancy agreement

75. (1) The Lessor must not require access to the Premises during the tenancy except as provided by the law, this Tenancy Agreement, the Act, or an order of the Tribunal.
- (2) The Tenant may permit access to the Premises by the Lessor at any time.
- (3) If requested, the Lessor or the Agent must provide identification to the Tenant.
76. The Lessor must not have access to the Premises -
- (a) on Sundays; or
- (b) on public holidays; or
- (c) before 8.00 am and after 6.00 pm; other than -
- (d) for the purpose of carrying out urgent repairs or for health or safety reasons in relation to the Premises; or
- (e) with the consent of the Tenant.

### Access in accordance with tenancy agreement

#### Routine Inspections

77. The Lessor may inspect the Premises twice in each period of 12 months following the commencement of this tenancy.
78. In addition to the inspections provided for in the previous clause, the Lessor may make an inspection of the Premises -
- (a) within 1 month of the commencement of this tenancy; and
- (b) in the last month of this tenancy.
79. (1) The Lessor must give the Tenant 1 week written notice of an inspection.
- (2) The inspection must take place at a time agreed between the parties with reasonable regard to the work and other commitments both of the Tenant and of the Lessor (or their agents).
- (3) If the parties are unable to agree on an appropriate time, the Lessor or the Tenant may apply to the Tribunal for an order permitting access at a specified time.

### Access for purchasers and new Tenants

80. The Tenant must permit reasonable access to the Premises during the period of 3 weeks before the end of this tenancy, on the Lessor giving 24 hours notice, to allow inspection of the Premises by prospective Tenants.
81. The Tenant must permit reasonable access to the Premises, on the Lessor giving 48 hours' notice, to allow inspection of the Premises by prospective purchasers of the Premises, but only if:
- (a) the Lessor intends to sell the Premises; and
- (b) the Lessor has previously notified the Tenant in writing of the Lessor's intention to sell.
- 81A. (1) The Tenant must not unreasonably refuse an inspection of the Premises by a prospective purchaser.
- (2) However, the Tenant is not required to agree to more than 2 inspections a week.
- (3) The inspection must take place at a time agreed between the parties with reasonable regard to the work and other commitments both of the Tenant and of the Lessor (or their agents).
- (4) If the parties are unable to agree on an appropriate time, the Lessor or the Tenant may apply to the tribunal for an order permitting access at a stated time.

**Access for making or inspecting repairs or complying with minimum housing standards**

82. (1) On giving the Tenant 1 week's notice (or such other agreed period), the Lessor may enter the Premises at a reasonable time, taking into account the interests of the Tenant and the Lessor, for the purpose of;
- (a) making or inspecting repairs;
  - (b) inspecting the Premises to ensure the Premises complies with the Minimum Housing Standards; or
  - (c) undertaking work, or inspecting work undertaken, to ensure the Premises complies with the Minimum Housing Standards.
- (1A) However, the Lessor must only enter the Premises for the purpose of an inspection, making repairs or undertaking work (the activity) If, taking into account the nature of the activity, it is reasonable and necessary to do so.
- (2) For urgent repairs, the Lessor must give reasonable notice and enter the Premises at a reasonable time having regard to the interests of the Tenant and the Lessor.

**Notice to vacate by Lessor**

83. A notice to vacate must be in writing, in the form required by the Act, and must include the following information:
- (a) the address of the Premises;
  - (b) the ground(s) on which the notice is issued, together with sufficient particulars to identify the circumstances giving rise to the ground(s); and
  - (c) that the Lessor requires the Tenant to vacate the Premises by the expiry of the required notice period and that this Tenancy Agreement ends on the day that the Tenant vacates the Premises.

**Notice of intention to vacate by Tenant**

84. (1) If the Tenant serves a notice of intention to vacate and vacates the Premises in accordance with the notice, this Tenancy Agreement terminates on the date of vacating the Premises.
- (2) On receiving a notice of intention to vacate, the Lessor may-
- (a) accept the notice and accept that this Tenancy Agreement ends on the date nominated in the notice; or
  - (b) apply to the tribunal for confirmation of this Tenancy Agreement, an order for compensation or both.
85. The notice of intention to vacate must be in the same form and contain the same information as a notice to vacate from the Lessor except the notice must contain the statement that the Tenant intends to vacate the Premises on a certain date and this Tenancy Agreement terminates on that date.

**Termination where Premises are not fit for habitation**

86. (1) The Lessor or the Tenant may, by written notice, terminate this Tenancy Agreement on a date specified in the notice on the following grounds:
- (a) the Premises are not fit for habitation; or
  - (b) the Premises are not available or will not be available because of Government action within a period of 4 weeks of the date that notice is given.
- (2) However, the Lessor or Tenant must not terminate this Tenancy Agreement under subclause (1) only because the Lessor has failed to comply with the Minimum Housing Standards applying to the Premises.
87. (1) In either case the Lessor must give not less than 1 weeks' notice of termination of this tenancy, and the rent abates from the date that the Premises are uninhabitable.
- (2) The Tenant may give 2 days' notice of termination of the tenancy.
- (3) If neither the Lessor nor the Tenant give notice of termination of this tenancy, the rent abates for the period that the Premises are unable to be used for habitation, but this tenancy resumes when they are able to be used again.

**Termination of tenancy by Tenant**

**Termination on or after end of fixed term**

88. (1) If a periodic tenancy is granted under this Tenancy Agreement, or arises upon the expiry of a fixed term tenancy, the Tenant may give notice to terminate this Tenancy Agreement by giving the Lessor not less than 3 weeks' notice of the date when the Tenant intends to vacate the Premises.
- (2) This tenancy ends on the date specified by the Tenant.
89. (1) If a fixed term tenancy is granted under this Tenancy Agreement, the Tenant may give notice to terminate at or after the expiry of the Term by giving 3 weeks' notice of the date when the Tenant intends to vacate the Premises.
- (2) This Tenancy Agreement ends on the date specified by the Tenant.

**Termination for breach by Lessor**

90. If the Lessor breaches this Tenancy Agreement, and the Tenant wishes to terminate this Tenancy Agreement, the Tenant may either:
- (a) apply to the tribunal for an order terminating this Tenancy Agreement; or
  - (b) give the Lessor written notice of intention to terminate this Tenancy Agreement, in accordance with clause 91.
91. If the Tenant decides to proceed by way of notice to the Lessor, the following procedures apply:
- (a) the Tenant must give the Lessor a written notice that the Lessor has 2 weeks to remedy the breach if the breach is capable of remedy;
  - (b) if the Lessor remedies the breach within that 14-day period - this Tenancy Agreement continues;
  - (c) if the Lessor does not remedy the breach within the time specified in the notice, or if the breach is not capable of remedy - the Tenant must give 2 weeks' notice of intention to vacate;
  - (d) this Tenancy Agreement terminates on the date specified by the Tenant;
  - (e) rent is payable to the date specified in the notice or to the date that the Tenant vacates the Premises, whichever is the later; and
  - (f) if the Lessor remedies the breach during the period of the notice of intention to vacate - the Tenant, at the Tenant's option, may withdraw the notice or may terminate this Tenancy Agreement on the date specified in the notice by vacating the Premises on the at date.

**Termination of tenancy by Lessor**

**Termination for failure to pay rent**

92. The tribunal may order the termination of this Tenancy Agreement and eviction of the Tenant on the ground of non-payment of rent in the following circumstances:
- (a) rent has been unpaid for 1 week. The first day of this period concludes at midnight on the day when the unpaid rent was due;
  - (b) the Lessor has served a notice to remedy on the Tenant for the failure to pay the rent, being a notice-
    - (i) served not earlier than 1 week after the day when the rent was due; and
    - (ii) containing a statement that if the Tenant pays the rent outstanding to the date of payment within 7 days of the date of service of the notice to remedy, no further action must be taken and this Tenancy Agreement continues;
  - (c) if all rent is not paid within 1 week of the date of service of the notice to remedy - the Lessor may then serve a notice to vacate on the Tenant requiring the Tenant to vacate the Premises within 2 weeks of service of the notice to vacate;
  - (d) no earlier than the date when the notice to vacate is served, the Lessor may apply to the tribunal for an order terminating this Tenancy Agreement and evicting the Tenant;
  - (e) the tribunal hearing of the application to terminate and evict must not be earlier than the end of the period specified in the notice to vacate; and



## TENANCY AGREEMENT (RESIDENTIAL)

- (f) during this tenancy, if the Lessor has previously issued 2 notices to remedy, the Lessor may serve a notice to vacate 1 week after the day when the rent has fallen due without serving a notice to remedy.

### Termination of tenancy for breach other than nonpayment of rent

93. The tribunal may order the termination of this Tenancy Agreement and eviction of the Tenant on the ground of breach of this Tenancy Agreement in the following circumstances:

- (a) the Lessor must serve a written notice requiring the Tenant within 2 weeks after the day of service to remedy the breach if it is capable of remedy;
- (b) if the breach is not remedied within 2 weeks after the day of service or if the breach is not capable of remedy - the Lessor must give a notice to vacate the Premises within 2 weeks after the date of service of the notice to vacate;
- (c) if the Tenant does not vacate the Premises within the period of 2 weeks after the date of service of a notice to vacate - the Lessor may apply to the tribunal for an order terminating this Tenancy Agreement and for the eviction of the Tenant; or
- (d) if the Tenant breaches the terms of this Tenancy Agreement on 3 occasions on any ground - on the 3rd occasion the Lessor may serve a notice to vacate and need not give the Tenant 2 weeks to remedy the breach.

### Termination of periodic tenancy

96. (1) For a periodic tenancy, the Lessor may give the Tenant—
- (a) if the Lessor genuinely intends to live in the Premises—8 weeks notice to vacate;
- (b) if the Lessor genuinely believes the Lessor's immediate relative intends to live in the Premises—8 weeks notice to vacate;
- (c) if the Lessor genuinely believes an interested person intends to live in the Premises—8 weeks notice to vacate;
- (d) if the Lessor genuinely intends to sell the Premises—8 weeks notice to vacate;
- (e) if the Lessor genuinely intends to reconstruct, renovate or make major repairs to the Premises and the reconstruction, renovation or repairs cannot reasonably be carried out with the Tenant living in the Premises—12 weeks notice to vacate; or
- (f) if the Lessor genuinely requires the Premises for a lawful use other than as a home—26 weeks notice to vacate.
- (2) A notice to vacate under this clause must be accompanied by written evidence supporting the Lessor's reason for the notice.

#### Examples - written evidence

statutory declaration, development application, quotes from a tradesperson for renovations, notice of decision from the housing commissioner.

- (3) In this clause:

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

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

97. (1) If a Tenant is required to vacate the Premises in accordance with clause 96, the Tenant may vacate the Premises at any time during the 2 weeks before the date specified in the notice to vacate provided the Tenant gives the Lessor 4 days' notice of intention to vacate.
- (2) In this case, this tenancy terminates on the date that the Tenant vacates the Premises.

### Notice of address for service

98. (1) At the commencement of this tenancy, the Lessor and the Tenant must each give an address for service of notices.
- (2) If the address changes during the tenancy, the Lessor or Tenant must advise the other party of the new address for service within 2 weeks of the change.
99. On vacating the Premises, the Tenant must advise the Lessor of a forwarding address.
100. If 2 or more people are stated as the Tenant, except where this agreement otherwise provides, they do so as joint Tenants.





C05/2 Anzac Park, Campbell ACT 2612  
P: 02 6196 6735 | E: stacey@urban-property.com.au

## Paying Your Rent

Payment of your rent can be made via your banking system and a **BPAY®** scheduled payment. A brief explanation of how to make payment is as follows:

### **BPAY® - via your financial institution:**

Payments from your cheque or savings accounts can be made via **BPAY®**.

**BPAY®** payments are made through your financial institution's phone or internet banking service. BPAY details for Urban Property are as follows:



**Biller Code: 356170**  
**CRN Ref # is given via approval email**

**This information is also located on your Residential Tenancy Agreement.**

Please **always quote your unique DEFT Reference Number**, as this identifies and connects your payment directly to your Urban Property tenancy.

If you do not use internet banking, you can visit your bank branch and have them schedule the BPAY payment for you.

Please deposit your rent online at least 2 days ahead of the due date to cover transfer time between banks and to ensure your payment reaches your rent account on time.

**Urban Property is a CASH FREE office. Please do not bring Cash in to pay your Rent**

Initial DS  
CDL KQ



## ZERO TOLERANCE RENT ARREARS POLICY AGREEMENT

We understand that over the duration of your tenancy you may have a slight hiccup in your rent payment due to an unexpected circumstance, however we always keep our tenants advised of our policy when it comes to paying your rent. Continual late payments will not be tolerated & we expect your rent to be made top priority. Below is a timeline on what will happen should you fall behind in your rent:

- **3 Days Late** - We will SMS, Email and/or Call to advise your Rent Payment is overdue.
- **7 Days Late** - We will email or mail a Notice to Remedy. We may follow up with SMS or Call. All actions will be documented and recorded on file. We will send a detailed Notice to Remedy to the tenant reminding of Residential Tenancy Agreement terms and conditions and advise of possible Notice to Vacate being issued if arrears are not rectified within 7 days.
- **14 Days Late** - A phone call to the Landlord Owner to inform of current status. The owner will receive frequent updates during this period. We will send a Notice to Vacate to the tenant and apply to ACAT to proceed with the necessary actions.

---


**Your signature below denotes that you have read and you agree to abide to:**

**ALWAYS PAY YOUR RENT ON TIME**

Tenant signature:

Signed by:  
  
76330DB2D90048E...

Tenant signature:

DocuSigned by:  
  
C2510437A3B5404...



## SPECIAL CONDITIONS

### SWIMMING POOLS

The tenant agrees they will not set up  
ANY FORM OF SWIMMING POOL or SPA  
at the property, including inflatable styles, even for short term or temporary  
use.

- The tenant understands that installing any type of swimming pool or spa at the property is breaching Council/State regulations regarding pool compliance and safety.

### TENANCY AGREEMENT CLAUSE – SMOKE ALARMS


The signed tenant(s) acknowledges and understands:

- The property investor is responsible for the replacement of the battery at the commencement of each new tenancy.
- The tenant is responsible to advise the property manager or change the battery in a smoke alarm during their tenancy if the smoke alarm begins to beep


Tenants must notify their landlord or agent if they discover that a smoke alarm is not working (this includes when the battery needs to be changed).

Tenants must notify their landlord when they change a battery in a smoke alarm or engage a licensed electrician to repair or replace an alarm. The different circumstances where a tenant can change a battery or engage a licensed electrician are provided in the table with the below link.

Tenant signature:

Signed by:  
  
76330DB2D90048E...

Tenant signature:

DocuSigned by:  
  
C2510437A3B5404...

## After Hours Emergency Repairs

Emergency items are generally those that could cause injury to the tenant or damage to the property may include:

- Water pipes have broken or burst
- Blocked or broken toilet (if a second toilet is not available)
- Serious roof leak or gas leak
- Dangerous electrical fault, dangerous power point, loose live wire etc
- Flooding, rainwater inundation inside the property or serious flood damage
- Serious storm, fire or impact damage (i.e. impact by a motor vehicle)
- Failure or breakdown of an essential service or appliance on the premises for water or cooking
- Hot water service failure on a weekend, or long weekend (this would not be considered an after-hours emergency if this occurs on a week night)
- Fault or damage that makes premises unsafe or insecure
- Fault likely to injure a person, cause damage or extreme inconvenience

AFTER HOURS EMERGENCY REPAIRS- Should an emergency repair be required after hours, the please refer to our Emergency Contact list.

### **Electrician:**

- |                               |   |       |              |
|-------------------------------|---|-------|--------------|
| 1. George Electrical Services | - | Nick  | 0402 399 848 |
| 2. Bartels Electrical         | - | Craig | 0412 624 226 |

### **Plumber:**

- |                            |   |       |              |
|----------------------------|---|-------|--------------|
| 1. Aurora Plumbing         | - | Ash   | 0418 759 066 |
| 2. Anything Gas & Plumbing | - | David | 0421 823 338 |

### **Locksmith:**

- |              |   |        |              |
|--------------|---|--------|--------------|
| 1. Grid Lock | - | Office | 02 6196 6575 |
|--------------|---|--------|--------------|

### **Air Conditioning:**

- |                                 |   |             |              |
|---------------------------------|---|-------------|--------------|
| 1. Canberra Mechanical Services | - | Emergency   | 6297 4109    |
|                                 |   | After Hours | 0407 222 121 |

### **ACT SES:**

- |                                  |   |         |
|----------------------------------|---|---------|
| 1. For help in Flood & Storms    | - | 132 500 |
| 2. For Police / Fire / Ambulance | - | 000     |

There is always an afterhours call out fee, so it is important to know if a repair is an emergency or a general repair. Getting this wrong may be costly to the tenant if a repair is conducted after hours! Tenants should refer to their lease agreement or legislation to ensure the repair is an emergency in nature. If you are unsure, call the trades person and they will be able to advise if the repair constitutes an emergency repair.



**Volume 1302 Folio 35 Edition 3**

## **AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH**

### **LAND**

Gordon Section 548 Block 12 on Deposited Plan 8294

Lease commenced on 05/03/1993, granted on 05/03/1993, terminating on 04/03/2092

Area is 970 square metres or thereabouts

### **Proprietor**

Jacqueline Rose Ferrer

6 Violet Grover Place Gordon ACT 2906

Ignacio Ferrer Amat

6 Violet Grover Place Gordon ACT 2906

as Joint Tenants

### **REGISTERED ENCUMBRANCES AND INTERESTS**

Original title is **Volume 1302 Folio 35**

### **Restrictions**

Purpose Clause: Refer Crown Lease

S.180 Land Act 1991: Compliance/Completion Cert Issued

Restrictive Covenant: Created By T 850569

Registered Date	Dealing Number	Description
27/09/2016	2052986	Mortgage to Commonwealth Bank of Australia

***End of interests***

AUSTRALIAN CAPITAL TERRITORY  
**LAND (PLANNING AND  
ENVIRONMENT) ACT 1991**

Australian Capital Territory (Planning and Land  
Management) Act 1988 (C'th) ss 29, 30 & 31

Entered in Register Book Vol 1302 Folio 35  
*P A Rowe*  
P. A. ROWE Deputy Registrar of Titles

19 MAR 1993

LEASE GRANTED pursuant to the Land (Planning and Environment) Act 1991 on the fifth day of March One thousand nine hundred and ninety three WHEREBY THE AUSTRALIAN CAPITAL TERRITORY EXECUTIVE ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA (hereinafter called "the Commonwealth") grants to **CANBERRA LAND PTY. LIMITED (A.C.N. 008 665 094)** having its registered office at C/- O'Connor Harris & Co. 2nd Floor Ethos House 28-36 Ainslie Avenue Canberra City in the Australian Capital Territory (hereinafter called "the Lessee") ALL THAT piece or parcel of land situate in the Australian Capital Territory containing an area of **970 square metres** or thereabouts and being **Block 12 Section 548 Division of GORDON** as delineated on **Deposited Plan Number 8294** in the office of the Registrar of Titles at Canberra in the said Territory (hereinafter referred to as "the land") RESERVING unto the Territory all minerals TO HOLD unto the Lessee for the term of ninety-nine years commencing on the fifth day of March One thousand nine hundred and ninety three (hereinafter called "the date of the commencement of the lease") to be used by the Lessee for the purpose set forth in sub-clause (g) of clause 1 of this lease only YIELDING AND PAYING THEREFOR during the said term rent at the rate of five cents per annum if and when demanded and UPON AND SUBJECT TO the covenants conditons and agreements hereinafter contained.

1. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows

- (a) That the Lessee shall pay to the Territory at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Territory relating thereto and served on the Lessee;
- (b) That the Lessee shall within twelve months from the date of the commencement of the lease or within such further time as may be approved in writing by the Territory for that purpose commence to erect one private single dwelling house building (with necessary and usual outbuildings and fences) on the land at a cost not less than the sum of forty thousand dollars and in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Territory;
- (c) That the Lessee shall within twenty four months from the date of the commencement of the lease or within such further time as may be approved in writing by the Territory complete the erection of the said building in accordance with the said plans and specifications and in accordance with every Statute Ordinance or Regulation applicable thereto;
- (d) That the Lessee shall within twenty four months from the date of the commencement of the lease or within such further time as may be approved in writing by the Territory provide facilities on the land to a standard acceptable to the Territory to enable electrical and telephone cables and wires to be installed underground,
- (e) That the Lessee shall at all times during the said term maintain repair and keep in repair the premises to the satisfaction of the Territory,
- (f) That the Lessee shall not without the previous approval in writing of the Territory erect any building on the land or make any structural alterations in any buildings erected on the land,
- (g) To use the land for residential purposes only;
- (h) That the building erected on the land shall be used only as a single unit private dwelling house and any outbuildings erected on the land shall not be used as a habitation;
- (i) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the premises the Territory may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in

accordance with the notice. If the Territory is of the opinion that a building or some other improvement on the land is beyond reasonable repair the Territory may by notice in writing to the Lessee require the Lessee to remove the building or improvement and may require the Lessee to construct a new building or improvement in the place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Territory any person or persons duly authorised by the Territory with such equipment as is necessary may enter the premises and carry out the necessary work and all costs and expenses incurred by the Territory in carrying out the work shall be paid by the Lessee to the Territory on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Territory by the Lessee;

- (j) Subject to the provisions of the Land (Planning and Environment) Act 1991 to permit any person or persons authorised by the Territory to enter and inspect the premises at all reasonable times and in any reasonable manner;
- (k) To pay all rates and charges and other statutory outgoings assessed levied or payable in respect of the premises as and when the same fall due.

2. IT IS MUTUALLY COVENANTED AND AGREED as follows:

- (a) That if -
  - (i) a building in accordance with sub-clause (b) of clause 1 of this lease is not commenced within the period specified in the said sub-clause;
  - (ii) a building in accordance with sub-clause (b) of clause 1 of this lease is not completed within the period specified in sub-clause (c) of the said clause;
  - (iii) services in accordance with sub-clause (d) of clause 1 of this lease are not completed within the period specified in the said sub-clause;
  - (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; or
  - (v) the lessee shall fail to observe or perform any other of the covenants herein contained on the part of the Lessee to be observed or performed and shall have failed to remedy such breach within a period of six months from the date of service on the Lessee of a notice in writing from the Territory specifying the nature of such breach

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

- (b) That acceptance of rent or other monies by the Territory during or after any period referred to in paragraph (i) (ii) (iii) (iv) or (v) of sub-clause (a) of this clause shall not prevent or impede the exercise by the Territory of the powers conferred upon it by sub-clause (a) of this clause;
- (c) Subject to the provisions of the Land (Planning and Environment) Act 1991 the Lessee shall be entitled to a further lease of the land for such further term and at such rent and subject to such conditions as may then be provided or permitted by Statute Ordinance or Regulation;
- (d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served

if signed by or on behalf of the Territory 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 premises;

- (e) Any and every right power and or remedy conferred on the Commonwealth the Territory or the respective Ministers hereunder or implied by law may be exercised on behalf of the Commonwealth the Territory or respective Ministers as the case may be by:
  - (i) the Australian Capital Territory Executive;
  - (ii) the Minister for the time being administering the Land (Planning and Environment) Act 1991 or any Statute Ordinance or Regulation substituted therefor;
  - (iii) an authority or person for the time being authorised by the Australian Capital Territory Executive or the Minister referred to in (i) or (ii) above or by law to exercise those powers or functions of the Commonwealth the Territory or the relevant Minister; or
  - (iv) the person to whom the Minister referred to in (ii) above has delegated all his powers or functions under the said Land (Planning and Environment) Act 1991 or any Statute Ordinance or Regulation substituted therefor;
- (f) "Lessee" shall-
  - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
  - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
  - (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (g) "premises" means the land and any building erections and or improvements in on or above the land;
- (h) "building" means the building or any buildings on the land at the date of the commencement of the lease or any building or buildings constructed on the land in accordance with the covenants of this lease or any building or buildings replacing the same together with all fittings fixtures (including floor coverings) plant amenities and appurtenances thereof and therein contained or if the context so permits any part thereof;
- (i) "Territory" means -
  - (i) when used in a geographical sense the Australian Capital Territory; and
  - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (j) "Australian Capital Territory Executive" means the Executive established by section 36 of the Australian Capital Territory (Self-Government) Act 1988 (C'th).



IN WITNESS whereof the Territory on behalf of the Commonwealth and the Lessee have executed this lease.

SIGNED SEALED AND DELIVERED )

by )  
 a person duly authorised by the )  
 Australian Capital Territory Executive )  
 for and on behalf of the Commonwealth )  
 in the presence of: )

*R Keelch*

The Common Seal of CANBERRA LAND )  
 PTY. LIMITED was hereunto affixed )  
 by authority of the Board in the )  
 presence of: )

*[Signature]*

*John Kenworthy*



*[Signature]*

19 MAR 1993

at *TEN* o'clock

P. A. ROWE Deputy  
Registrar of Titles

Entered 19 MAR 1993 *WEX* o'clock *Rowe*  
in the *FORE* noon. P.A. ROWE Deputy

P. A. ROWE Deputy  
Registrar of Titles

ered at ten o'clock in

the fore noon 22 JUN 1993

93/  *Vivekananda*  
VIVEKANANDA Deputy of Titles

as joint tenants of the land within described

Entered 22 JUN 1993 at ten o'clock  
in the fore Noon.

WITH CONSENT OF THE  
MINISTER PURSUANT TO  
S.180(2) LAND ACT 1991

at ten o'clock  
Vineyard  
S. VIVIAN, Chairman of Deputies

No850576 Mortgage to Esanda Finance Corporation Limited.

Limited.  
Entered **22 JUN 1993** at ten o'clock  
in the fore Noon.

*John A. D.*  
Registrar of Titles

111 JAN 1994 at *ten* o'clock in  
noon

the fore noon P. A. Rowe  
P. A. ROWE  
DEPUTY REGISTRAR GENERAL

No. 877293 TRANSFER TO Andrew John  
Glew and Louise Jane McDonald  
as joint tenants of the land within described

Entered 11 JAN 1984 at 12 o'clock  
in the Noon.

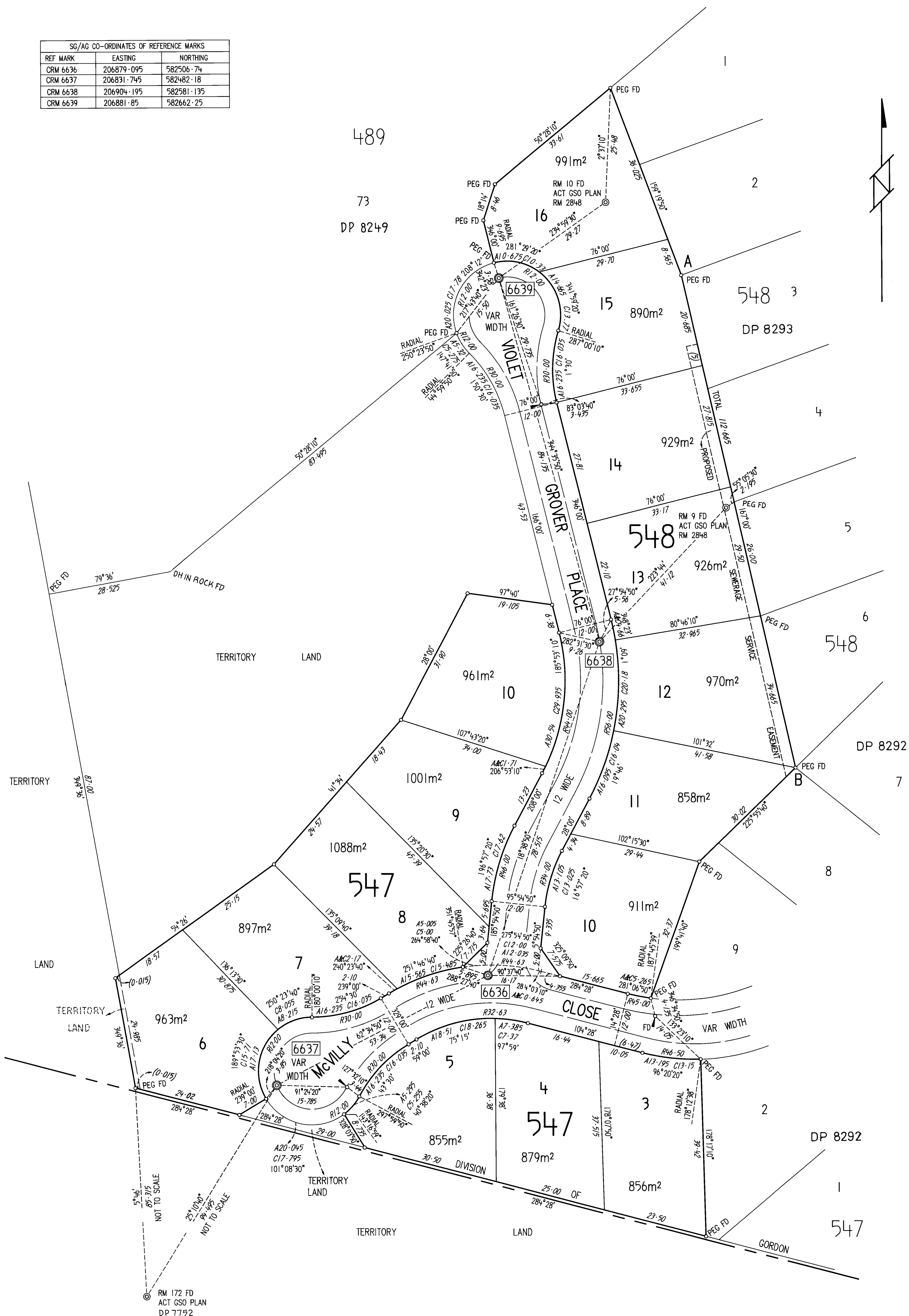
P. A. Rowe  
P. A. ROWE  
DEPUTY REGISTRAR-GENERAL

Entered 11 JAN 1994 at 10 o'clock in the afternoon






the *fore* noon *P. A. Rowe*  
P A ROWE  
DEPUTY REGISTRAR GENERAL

**CERTIFICATE OF TITLE**

SG/AG CO-ORDINATES OF REFERENCE MARKS		
REF MARK	EASTING	NORTHING
CRM 6636	206879.095	582506.74
CRM 6637	206831.745	582482.18
CRM 6638	206904.195	582581.135
CRM 6639	206881.85	582662.25



REFERENCE	MARKS
-----------	-------

-  Denotes GIP in read 1-83 radially from T.P.  
 C.B. 1-83 T.P.  
 PLAQUE IN KERB  
 DEEP DRIVEN ROD  
 DH&W IN KERB  
 (Except as otherwise shown)

NOTE: Azimuth:A-B(Strom)

All easements are 2.5 metres wide  
(Except as otherwise shown)

Field Books:

I LAURANCE CECIL McDONALD of CANBERRA  
a surveyor registered under the Surveyors Act 1967 hereby certify that the  
survey represented on this plan is accurate and has been made ~~(1) by me~~  
(2) under my immediate supervision in accordance with Survey Practice  
Directions 1987 and was completed on 12th JANUARY 1993

(Signature) L. W. Donald.  
Surveyor registered under the Surveyors Act 1967 13/1/93

I certify that this plan is the plan prepared in accordance with the Districts Act 1966

 12.2.93  
Chief Surveyor of the ACT Government

PLAN OF

BLOCKS 3-10	SECTION 547
BLOCKS 10-16	SECTION 548

DIVISION: GORDON  
DISTRICT: TUGGERANONG  
AUSTRALIAN CAPITAL TERRITORY

SCALE 1: 500

Deposited in the office of the Registrar of Titles at Canberra in  
the Australian Capital Territory the *NINETEENTH*  
day of *MARCH* 1993 at minutes  
past *TEN* o'clock in the *FORE* noon  
Approved

Registrar of Titles

DEPOSITED PLAN  
8294

AMENDS DP 8249

LODGED BY: *ESANDA*

BOX NO: *A16*

850569



**AUSTRALIAN CAPITAL TERRITORY  
TRANSFER  
REAL PROPERTY ACT 1925**

**T**

**1. TRANSFEROR (FULL NAME, SURNAME LAST)**

CANBERRA LAND PTY LIMITED (ACN 008 665 094)

**2. TRANSFEREE (FULL NAME, SURNAME LAST, AND RESIDENTIAL ADDRESS FOR SERVICE OF NOTICE)**

ANTUN SILEC of 40 Fink Crescent, Calwell in the Australian  
Capital Territory and DRAGO SILEC of the same address trading  
as A & D CONSTRUCTIONS ✓

**3. ESTATE OR INTEREST BEING TRANSFERRED. (IE: WHOLE, SHARE, ESTATE / INTEREST)**

WHOLE

**4. FORM OF TENANCY**

JOINT TENANTS/TENANTS IN COMMON IN .....

**5. LAND**

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL POL	INSTRUMENT NO.
GORDON	548	12		1362	Assessed Value \$41,000.00 DUTY PAID \$635.00 FOR CONVEYANCE RESIDENTIAL

**6. PRIOR INTERESTS (DOCUMENT NUMBERS ONLY)**

NIL

I consent to the transfer pursuant to  
Sub Section 180 (2) of the  
Land (Planning and Environment) Act 1991

**7. CONSIDERATION**

\$41,000.00 ✓

*Lynette Rae Buckley*  
Deputy of the Minister

LYNETTE RAE BUCKLEY

24.3.93.

THE TRANSFEROR ACKNOWLEDGING RECEIPT OF THE ABOVE CONSIDERATION TRANSFERS TO THE TRANSFEREE THE ESTATE AND INTEREST IN RESPECT OF WHICH THE TRANSFEROR IS REGISTERED PROPRIETOR SUBJECT TO THE ABOVE PRIOR INTERESTS AND RESTRICTIVE COVENANTS, (IF APPLICABLE)

**8. DATE**

11 JUNE 1993

**9. RESTRICTIVE COVENANTS. (DELETE IF INAPPLICABLE)**

SEE ATTACHED

REFER INSTRUMENT NO

*Annexure*

CONTINUED OVERLEAF



# 10. EXECUTION

SIGNED IN MY PRESENCE BY THE TRANSFEROR WHO IS PERSONALLY KNOWN TO ME: *John Henworthy* Director

THE COMMON SEAL of CANBERRA LAND PTY. )  
LIMITED (A.C.N. 008 665 094) was hereunto  
affixed by authority of the Board in  
the presence of: *B*

SIGNATURE OF TRANSFEROR.

**Common Seal**  
CANBERRA LAND PTY. LIMITED  
A.C.N. 008 665 094

SIGNATURE OF WITNESS.  
*John Henworthy*  
NAME AND DESIGNATION (J.P., SOLICITOR ETC)  
WITNESS. (BLOCK LETTERS)

SIGNED ACCEPTED AND CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1925 IN MY PRESENCE BY THE TRANSFEREE.

*Drago + Anton Silec* by their  
attorney *Mary Ruth Harris*  
pursuant to Power of Attorney A.C.T. Registered Number  
*74351* of which they have no notice of  
revocation.

SIGNATURE OF TRANSFEREE

*Rachel Sands*  
SIGNATURE OF WITNESS.  
RACHEL SANDS  
NAME OF WITNESS (BLOCK LETTERS)

## INSTRUCTIONS FOR COMPLETION

- THE INFORMATION COLLECTED BY THIS FORM IS AUTHORISED BY THE REAL PROPERTY ACT 1925, WILL BE USED FOR THE PURPOSES OF THAT ACT AND WILL BE AVAILABLE FOR SEARCH PURSUANT TO SECTIONS 65 AND 66 OF THAT ACT. IT WILL ALSO BE MADE AVAILABLE TO GOVERNMENT AGENCIES FOR STATISTICAL AND ADMINISTRATIVE PURPOSES.
- DELETE WHERE INAPPLICABLE.
- THIS DOCUMENT SHOULD CLEARLY INDICATE THE IDENTIFIERS OF ALL LAND AFFECTED.
- COMPLETE OR RULE UP ALL BOXES.
- WITNESS FOR THE TRANSFEROR SHOULD BE THE REGISTRAR, A DEPUTY REGISTRAR, A COMMISSIONER FOR DECLARATIONS, A BARRISTER, A SOLICITOR, OR OTHER PERSON NAMED IN SECTION 173 OF THE REAL PROPERTY ACT 1925.
- EXECUTION OF DOCUMENT BY-
  - ATTORNEY- IF THIS DOCUMENT IS EXECUTED BY AN ATTORNEY PURSUANT TO A REGISTERED POWER OF ATTORNEY, IT MUST SET OUT THE FULL NAME OF THE ATTORNEY AND THE FORM OF EXECUTION MUST INDICATE THE SOURCE OF HIS/HER AUTHORITY eg "AB BY HIS/HER ATTORNEY XY PURSUANT TO POWER OF ATTORNEY A.C.T. REGISTERED NO .... OF WHICH HE/SHE HAS NO NOTICE OF REVOCATION".
  - CORPORATION- IF THIS DOCUMENT IS EXECUTED BY A CORPORATION UNDER SEAL, THE FORM OF EXECUTION SHOULD INCLUDE A STATEMENT THAT THE SEAL HAS BEEN PROPERLY AFFIXED. eg IN ACCORDANCE WITH THE ARTICLES OF ASSOCIATION OF THE CORPORATION, EACH PERSON ATTESTING THE AFFIXING OF THE SEAL SHOULD STATE HIS/HER POSITION (eg DIRECTOR/SECRETARY) IN THE CORPORATION.
  - SOLICITOR- A SOLICITOR MAY NOT EXECUTE THIS DOCUMENT ON BEHALF OF THE TRANSFEROR OR TRANSFEREE UNLESS APPOINTED UNDER A REGISTERED POWER OF ATTORNEY FOR THAT PURPOSE.
- ALTERATIONS SHOULD NOT BE MADE BY ERASURE BUT BY SCORING THROUGH WITH A PEN AND THE WORDS SUBSTITUTED WRITTEN ABOVE THEM VERIFIED BY INITIALS IN THE MARGIN.
- TYPEWRITING AND HANDWRITING SHOULD BE CLEAR, LEGIBLE AND IN PERMANENT BLACK INK.
- CONSIDERATION- IF NOT A MONETARY AMOUNT, SPECIFY OTHER CONSIDERATION
- THIS DOCUMENT SHOULD BE PRESENTED FOR ASSESSMENT, PAYMENT, AND ENDORSEMENT OF STAMP DUTY PRIOR TO LODGEMENT AT THE LAND TITLES OFFICE.

## OFFICE USE ONLY


DOCUMENTS LODGED HEREWITH:

CERTIFICATE OF TITLE	CERTIFICATES	OTHER
		<i>Annexure</i>

CERTIFICATE OF REGISTRATION:

EXAMINED:	<i>km</i>
VOLUME:FOLIO:	<i>1302:35</i>
REGISTERED:	

DATE:	<i>22 JUN 1993</i>
TIME:	<i>ten</i> AM / PM

*S. Vivekananda*  
S. VIVEKANANDA Deputy  


REGISTRAR OF TITLES.

# ANNEXURE REFERRED TO

ANNEXURE TO MEMORANDUM OF TRANSFER

DATED 11 JUNE 1993

## RESTRICTIVE COVENANTS

1. The Transferee for himself, his successors and for his assigns covenants with the Transferor that he will not:
  - (a) erect on the land a carport or garage constructed of galvanized iron;
  - (b) construct on the land a prefabricated outbuilding closer to the front property boundry than the main building erected on the land.
2. The Transferor or, in the event of it being wound up or otherwise ceasing to exist, the body politic established by Section 7 of the Australian Capital Territory (Self-Government) Act 1988 shall have the power to waive, vary or release any of these covenants by deed or by writing under seal.
3. The land affected by these covenants are the following blocks in the Division of Gordon:-

SECTION	BLOCK
546	5 to 7 inclusive 12 to 19 inclusive
547	1 to 10 inclusive
548	1 to 16 inclusive
549	1 to 22 inclusive
550	15 to 30 inclusive
551	1 to 29 inclusive

4. The land burdened by these covenants is the land hereby transferred.
5. The land benefitted by these covenants are the blocks other than the land burdened listed in Clause 3.

Anton Siles & Drago Siles by their  
attorney Henry Ruth Harris  
pursuant to Power of Attorney A.C.T. Registered Number  
74351 of which they have no notice of  
evocation.

*[Handwritten signatures]*

*John Kenworthy*



*[Handwritten signature]*



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

PHONE: 62071923

## LEASE CONVEYANCING ENQUIRY

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

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

Unit	0	Block	12	Section	548	Suburb	GORDON
------	---	-------	----	---------	-----	--------	--------

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) ☐ ( ) ( X )

Certificate Number: 44446

Dated: 03-DEC-93

4. Has an application for Subdivision been received under the Unit Titles Act? (see report)
5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004? (see report)
6. If an application has been determined, is the land subject to a Preliminary Assessment, an Assessment or an Enquiry under Part IV of the Land Act 1991, or an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007? (see report)
7. Has a development application been received, or approval granted for development under the Land Act 1991, or the Planning & Development Act 2007 in respect of the Land? (see report)
8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included) (see report)
9. Has an Order been made in respect of the Land pursuant to Section 254, 254A, 255 and 256 of the Land Act 1991 or Part 11.3 of the Planning & Development Act 2007? (see report)
- 10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land? (see report)

Customer Service Centre

Date: 07-NOV-24 11:08:23

Applicant's Name :

Mitchell Mee

E-mail Address :

Client Reference :

2241717

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

07-NOV-2024 11:08

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

Page 1 of 3

**INFORMATION ABOUT THE PROPERTY**

**GORDON Section 548/Block 12**

**Area(m2):** 970.5

**Unimproved Value:** \$470,000

**Year:** 2024

**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.



Dame Pattie Menzies Building  
16 Challis Street  
Dickson, ACT 2602

07-NOV-2024 11:08

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

Page 2 of 3

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

**Application** DA20030662 **Lodged** 19-FEB-03 **Type** Single Dwelling

**-- Application Details -----**

**Description**

East facing decking & pergola

**-- Site Details -----**

District	Division	Section	Block(s)	Unit
Tuggeranong	Gordon	548	12-12	

**-- Involved Parties -----**

Role	Name
Applicant	Browning

**-- Activities -----**

Activity Name	Status
Ba Single House	Approved

**Application** DA932296 **Lodged** 19-APR-93 **Type** Single Dwelling

**-- Application Details -----**

**Description**

**-- Site Details -----**

District	Division	Section	Block(s)	Unit
Tuggeranong	Gordon	548	12-12	

**-- Involved Parties -----**

Role	Name
Applicant	A & D Constructions

**-- Activities -----**

Activity Name	Status
Residential Design & Siting	Approved

**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. Please note however, it doesn't cover all development activity. Since the introduction of the Planning and Development Act 2007, a significant range of development activity can be undertaken without development approval. Exempt activities include but are not limited to, new residences, additions to residences, certain sheds, carports and pergolas etc. Information on exempt developments can be found at [http://www.planning.act.gov.au/topics/design\\_build/da\\_assessment/exempt\\_work](http://www.planning.act.gov.au/topics/design_build/da_assessment/exempt_work)

Sect	Blk	DA No.	Description	Overlay Policy	Status
------	-----	--------	-------------	----------------	--------





Dame Pattie Menzies Building  
16 Challis Street  
Dickson, ACT 2602

07-NOV-2024 11:08

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

Page 3 of 3

0	1408	202443292	THE PUBLIC NOTIFICATION PERIOD HAS BEEN EXTENDED - PLANNING ACT 2023 - PROPOSAL FOR CEMETERY - Proposed works for the first stage of the proposed Southern Memorial Park comprising of a new entrance, including a signalised intersection with Mugga Lane, 2,500 traditional burial plots, relocation of horse jumping area, realignment of equestrian trail, construction of internal roads and basin, utility reticulation, construction of works depot with office and sheds, landscaping, tree removal, civil works and associated works.	Active
---	------	-----------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------

### **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**

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

### **ASBESTOS SEARCH**

ACT Government records indicate that asbestos (loose fill or otherwise) is not present on this land. However, the accuracy of this information is not guaranteed. If the property was built prior to 1 January 2004, you should make your own enquiries and obtain reports (from a licensed Asbestos Assessor) in relation to the presence of loose-fill asbestos insulation (and other forms of asbestos e.g. bonded asbestos) on the premises.

### **CAT CONTAINMENT AREAS**

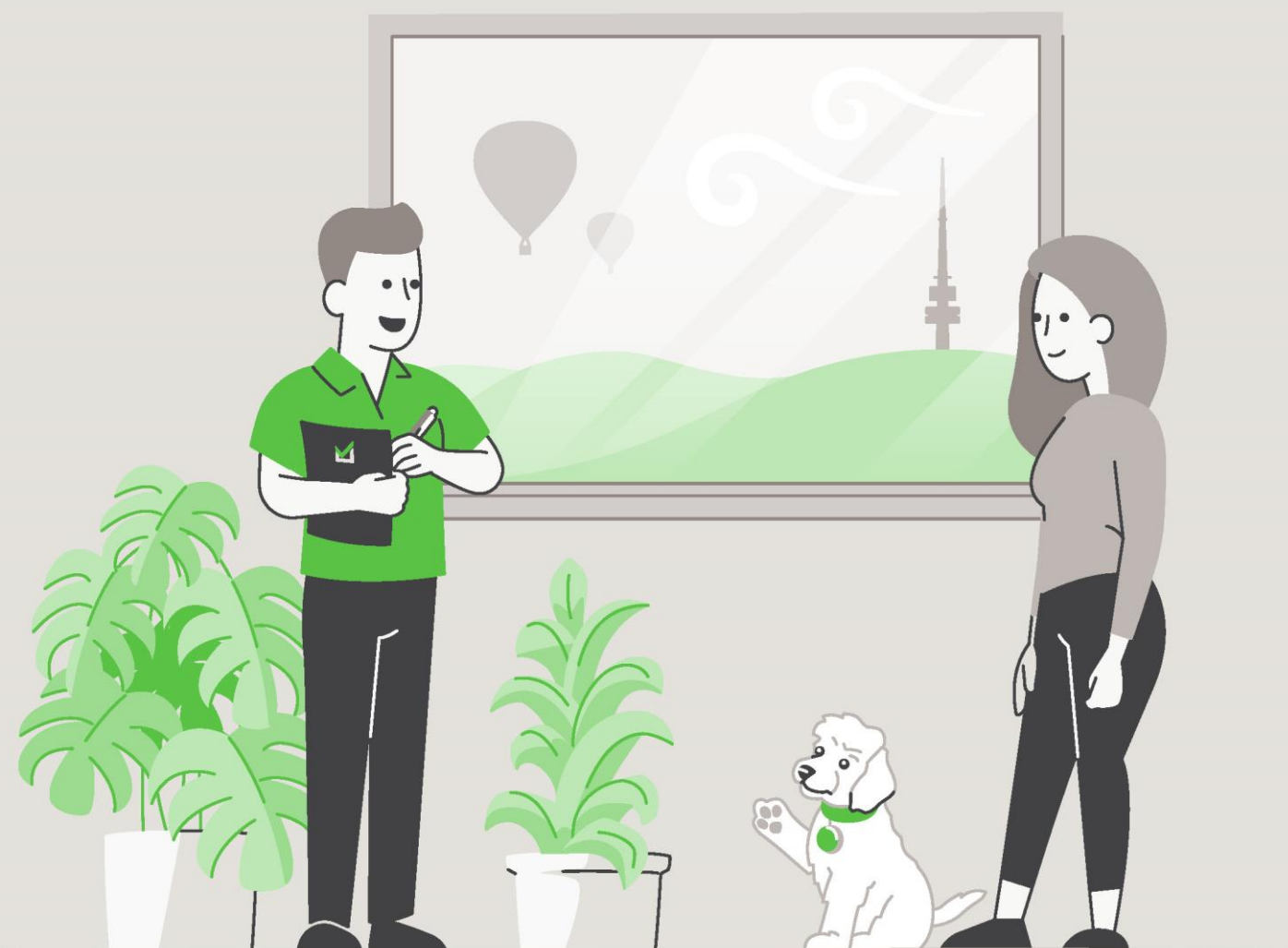
Residents within cat containment areas are required to keep their cats confined to their premises at all times. The ACT Government pursuant to Section 81 of the Domestic Animals Act 2000, has declared the following areas to be cat containment areas: BONNER, COOMBS, CRACE, DENMAN PROSPECT, FORDE, JACKA (from 1 January 2017) LAWSON, MOLONGLO, MONCRIEFF, THE FAIR in north WATSON, THROSBY and WRIGHT. More information on cat containment is available at [www.tams.act.gov.au](http://www.tams.act.gov.au) or by phoning Access Canberra on 13 22 81.

### **TREE PROTECTION ACT 2005**

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

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

# Report



## LIMITED LIABILITY TO A PURCHASER WITHIN THE AUSTRALIAN CAPITAL TERRITORY

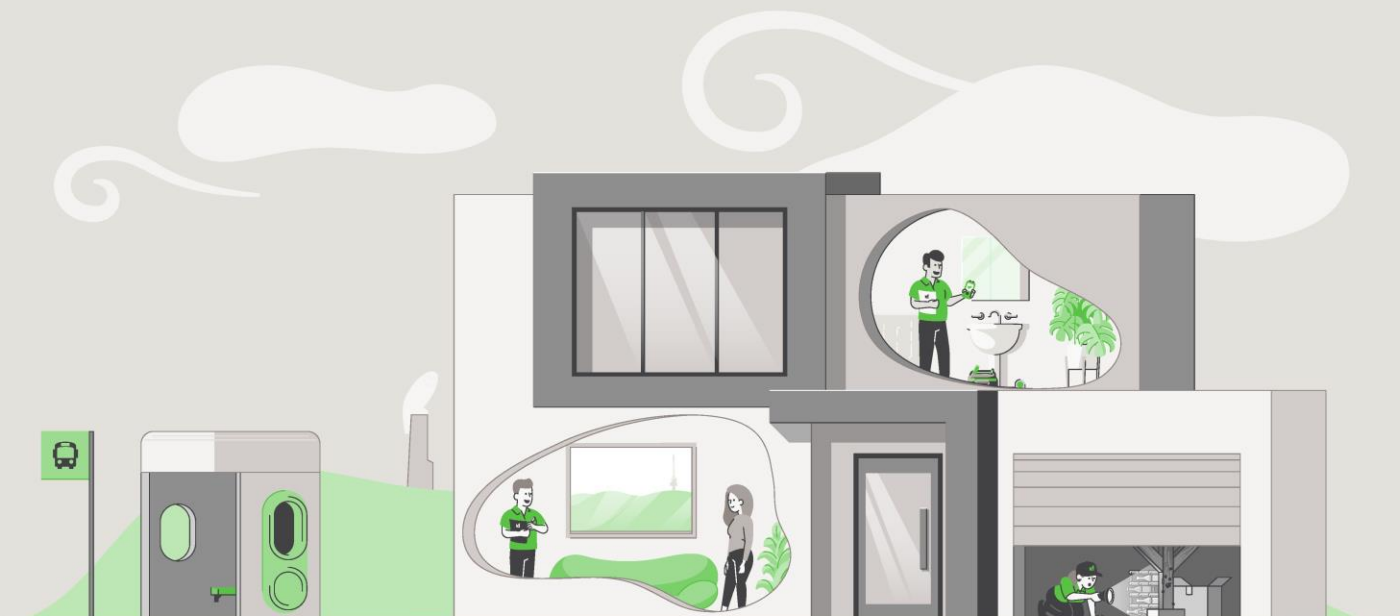
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This Report is made solely for the use and benefit of the Client. The Consultant is not liable for any reliance placed on this report by any third party. However, within the ACT only and in accordance with the Civil Law (Sale of Residential Property)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

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

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

# Building Report



## CONCLUSION AND SUMMARY

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

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

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

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

**The overall condition** of this Residential Dwelling in the context of its age, type and general expectations of similar properties is: **Average**

**Please Note:** This is a general appraisal only and cannot be relied upon on its own – read the Report in its entirety.

This Summary is supplied to allow a quick and superficial overview of the Inspection results. This Summary is NOT the Report and cannot be relied upon on its own. This Summary must be read in conjunction with the full Report and not in isolation from the Report. If there should happen to be any discrepancy between anything in the Report and anything in this Summary, the information in the Report shall override that in this Summary.



## STATISTICS

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Building Report	Average
Compliance Report	Please read full compliance report section of the report
Pest Inspection	Please read full pest inspection report
Energy Efficiency Rating	3.0 Stars
Inspection Date	Friday, November 15th 2024
Name of Assessor	Dylan Mitchell
Reference Number	59405
Address of Property Inspected	6 Violet Grover Pl, Gordon ACT 2906
Client	Amat
Block and Section	Block 12 Section 548 GORDON
Year original residence COU was issued	1993
Block size (approximately)	971m <sup>2</sup>
House size (approximately)	Residence: 92.89m <sup>2</sup>
Weather conditions at time of Inspection	Fine
Occupancy Status	Occupied

\*The table above is to be used as a quick reference. Please read the full Report before reaching your conclusion regarding the condition of the Property.

Whilst every care has been taken to ensure the accuracy of the property house and block size, we accept no responsibility for any inaccuracies as supplying this information exceeds a standard building inspection under AS4349.1-2007.

## PROPERTY CONSTRUCTION DETAILS

Flooring	Timber bearers and joists
External walls	Predominately brick veneer
Roof framing	Timber: Truss roof framing
Roof cladding	Concrete roof tiles
Glazing	Single glazed windows
Cooktop	Freestanding gas cooktop and oven
Dishwasher	Westinghouse

\*Whilst every care has been taken to ensure the accuracy of the property construction details, we accept no responsibility for any inaccuracies of construction details or testing of appliances.

## GENERAL ACCESS LIMITATIONS

Internal	At the time of inspection, the building was furnished. This allows for a limited inspection in areas not restricted by furnishings, stored goods, floor mats, etc.
External	Inspection was limited in areas around the fence line due to vegetation & screening restricting access
Roof void	NOTE. Inspection around the eaves was restricted due to low pitch and clearance to allow bodily access in this area. This allows only for a limited visual inspection from a distance to be carried out. Other restrictions found in the roof void: Insulation on top of ceiling restricting visual inspection of the ceiling framing
Subfloor	A full inspection was carried out in the subfloor
On-top of roof	The inspection was restricted to visually looking from a 3.6m ladder lent against the gutter in several areas around the building

\*Where access is noted as limited or restricted, it is recommended that access be gained to these areas as these areas may contain concealed defects.

## DEFINITIONS

<b>Good</b>	The item is in the Inspector's opinion of an acceptable standard with no defects visible. Superficial defects will not be commented on
<b>Fair</b>	The item in the Inspector's opinion has some minor defects and requires minimal maintenance or repair
<b>Poor</b>	The item in the Inspector's opinion needs significant repair or replacement

### ENTRANCE

Ceiling	Water stain noted to the ceiling. A moisture meter was used at time of inspection with no moisture detected. Apart from monitoring no action is required
Walls	Good
Door and door hardware	Good
Floor coverings	Good

### LIVING ROOM

Ceiling	Water stain noted to the ceiling. A moisture meter was used at time of inspection with no moisture detected. Apart from monitoring no action is required
Walls	Good
Floor coverings	Good

### KITCHEN/DINING

Ceiling	Water stain noted to the ceiling. A moisture meter was used at time of inspection with no moisture detected. Apart from monitoring no action is required
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Kitchen cupboards	Good/fair
Bench top	Good
Splashback	Good
Exhaust fan	The exhaust fan was operational at the time of inspection

### BEDROOM 1

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Wardrobe	Good

### BEDROOM 2

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Wardrobe	Good

## BATHROOM

Ceiling	Good
Walls	Good
Door and door hardware	Elevated moisture levels were noted to the base of the door jamb and architrave, this is likely associated with a shower leak. Recommend further investigation and repairs as required
Floor coverings	Good
Shower screen	Good
Water leakage in shower area?	An inspection from under the floor indicated that the shower is leaking. Recommend engaging a qualified tradesperson to rectify
Vanity/Basin	Good
Taps	Good
Bath	Good
Exhaust fan	The exhaust fan was operational at the time of inspection

## TOILET

Ceiling	Good
Walls	Good
Door and door hardware	Good
Floor coverings	Good
Exhaust fan	An exhaust fan is not installed; however, ventilation is provided to the room by opening the window
Toilet suite	Good

## LAUNDRY

Ceiling	Good
Walls	Good
Door and door hardware	Good. Minor swelling noted to the base of the external door. Repairs are considered optional
Floor coverings	Good
Laundry tub	Good
Splashback	Good
Exhaust fan	An exhaust fan is not installed; however, ventilation is provided to the room by opening the window

## ROOF CAVITY

Construction	Good
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## SUBFLOOR

Subfloor soil conditions	The subfloor soil was generally dry at the time of inspection
Ventilation	Good
Floor structure	Areas of water staining were noted to the flooring under the shower area and kitchen. Repairs to the floor were not required at the time of inspection. No moisture was detected to the kitchen staining. Low moisture levels were noted under the shower area
Access door to subfloor area	Fair

**EXTERIOR**

Driveway and paths	Good. Some minor cracking of the concrete was noted. The cracking found is considered normal
Roof covering	Several minor cracked and chipped tiles noted which is common on tiled roofs of this age. Consideration should be given to replacement of affected tiles
Roof pointing	Good
Roof flashings	Good
Eaves	Good
Fascia	Good
Gutters	The gutters are in good condition but require clearing out in areas
External walls	Various areas of minor cracking noted in the external walls. The cracking found was not of major structural significance
Windows	Good
Fences	Areas of the timber fences are suffering from timber decay and termite damage
Gate	The gate is slightly binding. Adjustment is considered optional
Rear deck and pergola	Good
C	Timber decay, weathering, movement, and minor damage noted to the structure. Repairs are required. The base of a timber post is in contact with the ground. Recommend clearing soil away from the post
Retaining walls	Areas of the timber retaining walls are suffering from timber decay and termite damage. Some movement was also noted in the retaining walls. The walls are still retaining the ground behind the wall adequately. Apart from monitoring, no action is required
Site drainage	The site generally drains away from the perimeter of the building



## DEFINITIONS

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**Above Average:** The overall condition is above that consistent with dwellings of approximately the same age and construction. Most items and areas are well maintained and show a reasonable standard of workmanship when compared with buildings of similar age and construction.

**Average:** The overall condition is consistent with dwellings of approximately the same age and construction. There will be areas or items requiring some repair or maintenance.

**Below Average:** The Building and its parts show some significant defects and/or very poor non- tradesman like workmanship and/or long-term neglect and/or defects requiring major repairs or reconstruction of major building elements.

**Client:** The person or persons, for whom the Inspection Report was carried out or their Principal (i.e., the person or persons for whom the report is being obtained).

**Building Consultant:** A person, business or company who is qualified and experienced to undertake a pre-purchase inspection in accordance with Australian Standard AS 4349.1-2007 'Inspection of Buildings. Part 1: Pre-Purchase Inspections – Residential Buildings'. The consultant must also meet any Government licensing requirement, where applicable.

**Building & Site:** The inspection of the nominated residence together with relevant features including any car accommodation, detached laundry, ablution facilities and garden sheds, retaining walls more than 700 mm high, paths and driveways, steps, fencing, earth, embankments, surface water drainage and storm water run-off within 30 m of the building, but within the property boundaries. In the case of strata and company title properties, the inspection is limited to the interior and immediate exterior of the nominated residence and does not include inspection of common property.

**Readily Accessible Areas:** Areas which can be easily and safely inspected without injury to person or property, are up to 3.6 metres above ground or floor levels or accessible from a 3.6 metre ladder, in roof spaces where the minimum area of accessibility is not less than 600 mm high by 600 mm wide and subfloor spaces where the minimum area of accessibility is not less than 400 mm high by 600 mm wide, providing the spaces or areas permit entry. Or where these clearances are not available, areas within the consultant's unobstructed line of sight and within arm's length.

**Structure:** The loadbearing part of the building, comprising the Primary Elements.

**Primary Elements:** Those parts of the building providing the basic loadbearing capacity to the Structure, such as foundations, footings, floor framing, loadbearing walls, beams, or columns. The term 'Primary Elements' also includes other structural building elements including those that provide a level of personal protection such as handrails; floor-to-floor access such as stairways; and the structural flooring of the building such as floorboards.

**Secondary Elements:** Those parts of the building not providing loadbearing capacity to the Structure, or those non-essential elements which, in the main, perform a completion role around openings in Primary Elements and the building in general such as non-loadbearing walls, partitions, wall linings, ceilings, chimneys, flashings, windows, glazing or doors.

**Finishing Elements:** The fixtures, fittings and finishes applied or affixed to Primary Elements and Secondary Elements such as baths, water closets, vanity basins, kitchen cupboards, door furniture, window hardware, render, floor, and wall tiles, trim or paint. The term 'Finishing Elements' does not include furniture or soft floor coverings such as carpet and lino.

**Major Defect:** A defect of significant magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility or further deterioration of the property.

**Minor Defect:** A defect other than a Major Defect.

**Safety Hazard:** Any item that may constitute an immediate or imminent risk to life, health, or property. Occupational, health and safety or any other consequence of these hazards has not been assessed.

**Tests:** Where appropriate the carrying out of tests using the following procedures and instruments:

Dampness Tests means additional attention to the visual examination was given to those accessible areas which the consultant's experience has shown to be particularly susceptible to damp problems. Instrument testing using electronic moisture detecting meter of those areas and other visible accessible elements of construction showing evidence of dampness was performed.

Physical Tests means the following physical actions undertaken by the consultant: opening and shutting of doors, windows and draws; operation of taps; water testing of shower recesses; and the tapping of tiles and wall plaster.

## IMPORTANT ADVICE

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**NB.** In the case of strata and company title properties, the Inspection is limited to the interior and immediate exterior of the particular unit being inspected. The exterior above ground floor level is not inspected. The complete Inspection of other common property areas would be the subject of a Special-Purpose Inspection Report which is adequately specified.

**Trees:** Where trees are too close to the house this could affect the performance of the footing as the moisture levels change in the ground. A Geotechnical Inspection can determine the foundation material and provide advice on the best course of action with regards to the trees.

**The Septic Tanks:** Should be inspected by a licensed plumber.

**Swimming Pools:** Swimming Pools/Spas are not part of the Standard Building Report under AS4349.1-2007 and are not covered by this Report. We strongly recommend a pool expert should be consulted to examine the pool and the pool equipment and plumbing, as well as the requirements to meet the standard for pool fencing. Failure to conduct this Inspection and put into place the necessary recommendations could result in finds for non-compliance under the legislation.

**Surface Water Drainage:** The retention of water from surface run off could have an effect on the foundation material which in turn could affect the footings to the house. Best practice is to monitor the flow of surface water during rainfall and stormwater runoff and have the water directed away from the house or to storm water pipes by a licensed plumber/drainier.

**Weep Holes:** External brick (and stone) walls are a porous material that behave much like a sponge. During a rain event, the masonry wall absorbs water and actually stores it. The weep holes are designed for two purposes. 1. To provide an opening to allow water to drain out through the bottom of the wall. 2. To allow ventilating air to enter behind the wall to help dry the structure. If weep holes have been noted as being not installed, it is recommended to consult a builder on how to best rectify the problem.

**Water Leaks from Roof:** The inspector cannot, and does not, offer an opinion on whether the roof currently leaks or may be subject to future leaks. The only way to determine whether a roof is absolutely watertight is to make observations during prolonged rainfall.

**Subfloor dampness:** The presence of dampness is not always consistent as the prevailing and recent weather conditions at the time an inspection is carried out may affect the detection of damp problems. The absence of any dampness at the time of inspection does not necessarily mean the building will not experience some damp problems in other weather conditions. Likewise, whether or not services have been used for some time prior to an inspection being carried out will affect the detection of dampness.

**Shower:** Where a shower recess has been water tested, and no leakage was evident, this does not necessarily mean that the shower will not leak after prolonged use. Accordingly, to fully detect and assess a damp problem may require the monitoring of the building over a period of time.

## SCOPE AND LIMITATIONS

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**Any person who relies upon the contents of this Report does so acknowledging that the following clauses, which define the Scope and Limitations of the Inspection, form an integral part of the Report.**

**1) This Report is not an all-encompassing** Report dealing with the building from every aspect. It is a reasonable attempt to identify any obvious or significant defects apparent at the time of the Inspection. Whether or not a defect is considered significant or not, depends to a large extent upon the age and type of the building inspected. This Report is not a Certificate of Compliance with the requirements of any Act, Regulation, Ordinance or By-law. It is not a structural Report. Should you require any advice of a structural nature you should contact a structural engineer.

**2) This is a visual Inspection only,** limited to those areas and sections of the property fully accessible and visible to the Inspector on the date of Inspection. The Inspection DID NOT include breaking apart, dismantling, removing, or moving objects including, but not limited to, foliage, mouldings, roof insulation/sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances, or personal possessions. The inspector CANNOT see inside walls, between floors, inside skillion roofing, behind stored goods in cupboards and other areas that are concealed or obstructed. The inspector DID NOT dig, gouge, force or perform any other invasive procedures. Visible timbers CANNOT be destructively probed or hit without the written permission of the property owner.

**3) This Report does not and cannot make comment upon:** Defects that may have been concealed; the assessment or detection of defects (including rising damp and leaks) which may be subject to the prevailing weather conditions; whether or not services have been used for some time prior to the Inspection and whether this will affect the detection of leaks or other defects (e.g. In the case of shower enclosures the absence of any dampness at the time of the inspection does not necessarily mean that the enclosure will not leak); the presence or absence of timber pests; gas-fittings; common property areas; environmental concerns; the proximity of the property to flight paths, railways, or busy traffic; noise levels; health and safety issues; heritage concerns; security concerns; fire protection; site drainage (apart from **surface** water drainage); swimming pools and spas (non-structural); detection and identification of illegal building work; detection and identification of illegal plumbing work; durability of exposed finishes; neighbourhood problems; document analysis; electrical installation; any matters that are solely regulated by statute; any area(s) or item(s) that could not be inspected by the consultant.

Accordingly, this Report is NOT a guarantee that defects and/or damage does not exist in any inaccessible or partly inaccessible areas or sections of the property.

**NB.** Such matters may, upon request, be covered under the terms of a 'Special-Purpose Property Report'.

**4) Consumer Complaints Procedure:** In the event of any dispute or claim arising out of, or relating to the Inspection or the Report, you must notify us as soon as possible of the dispute or claim by email, fax, or mail. You must allow us (which includes persons nominated by us) to visit the property (which visit must occur within twenty eight (28) days of your notification to us) and give us full access in order that we may fully investigate the complaint. You will be provided with a written response to your dispute or claim within twenty-eight (28) days of the date of the Inspection.

If you are not satisfied with our response, you must within twenty one (21) days of your receipt of our written response, refer the matter to a Mediator nominated by us from the Institute of Arbitrators and Mediators of Australia. The cost of the Mediator will be borne equally by both parties, and as agreed as part of the mediated settlement.

Should the dispute or claim not be resolved by mediation, then the dispute or claim will proceed to arbitration. The Institute of Arbitrators and Mediators of Australia will appoint an Arbitrator who will hear and resolve the dispute. The arbitration, subject to any directions of Arbitrator, will proceed in the following manner:

**(a)** The parties must submit all written submissions and evidence to the Arbitrator within twenty one (21) days of the appointment of the Arbitrator; and

**(b)** The arbitration will be held within twenty one (21) days of the Arbitrator receiving the written submissions.

The Arbitrator will make a decision determining the dispute or claim within twenty one (21) of the final day of the arbitration. The Arbitrator may, as part of his determination, determine what costs, if any, each of the parties are to pay and the time by which the parties must be paid any settlement or costs.

The decision of the Arbitrator is final and binding on both parties. Should the Arbitrator order either party to pay any settlement amount or costs to the other party but not specify a time for payment, then such payment shall be made within twenty one (21) days of the order.

**NB.** In the event that you do not comply with the above Complaints Procedure and commence litigation against us, then you agree to fully indemnify us against any awards, costs, legal fees, and expenses incurred by us in having your litigation set aside or adjourned to permit the foregoing Complaints Procedure to complete.

**5) Asbestos Disclaimer: “No Inspection for Asbestos was carried out at the property, and no Report on the presence or absence of Asbestos is provided”.**

Buildings built prior to 1982 may have wall and/or ceiling sheeting, and other products including roof sheeting that contains Asbestos. Even buildings built after this date, up until the early 90s, may contain some Asbestos. Sheeting should be fully sealed. If you are concerned, the building was built prior to 1990, or if asbestos is noted as present within the property, then you should seek advice from a qualified asbestos removal expert as to the amount and importance of the asbestos present and the cost of sealing or removal. Drilling, cutting, or removing sheeting or products containing Asbestos is a high risk to peoples’ health. You should seek advice from a qualified asbestos removal expert.

**6) Mould (Mildew and non-wood decay fungi) Disclaimer:** Mildew and non-wood decay fungi are commonly known as mould. However, mould and their spores may cause health problems or allergic reactions, such as asthma and dermatitis in some people. No Inspection for mould was carried out at the property, and no Report on the presence or absence of mould is provided. If mould is noted as present within the property, or if you notice mould and you are concerned as to the possible health risk resulting from its presence, then you should seek advice from your local Council, State or Commonwealth Government Health Department, or a qualified expert such as an Industry Hygienist.

**7) Magnesite Flooring Disclaimer:** No Inspection for Magnesite Flooring was carried out at the property, and no Report on the presence or absence of Magnesite Flooring is provided. You should ask the owner whether Magnesite Flooring is present and/or seek advice from a Structural Engineer.

**8) Estimating Disclaimer:** Any estimates provided in this Report are merely opinions of possible costs that could be encountered, based on the knowledge and experience of the inspector, and are not estimates in the sense of being a calculation of the likely costs to be incurred. The estimates are NOT a guarantee or quotation for work to be carried out. The actual cost is ultimately dependent upon the materials used, standard of work carried out, and what a contractor is prepared to do the work for. It is recommended in ALL instances that multiple independent quotes are sourced prior to any work being carried out. The inspector accepts no liability for any estimates provided throughout this Report.

**9) Note:** If the Client has any doubt about the purpose, scope, and acceptance criteria on which the Report was based please discuss your concerns with the Consultant on receipt of the Report. The Client acknowledges that, unless stated otherwise, the Client as a matter of urgency should implement any recommendation or advice given in this Report.

## IMPORTANT DISCLAIMER

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**Disclaimer Liability:** No Liability shall be accepted on an account of failure of the Report to notify any problems in the area(s) or section(s) of the subject property physically inaccessible for Inspection, or to which access for Inspection is denied by or to the Inspector (including but not limited to or any area(s) or section(s) so specified by the Report).

**Disclaimer of Liability to Third Parties:** Compensation will only be payable for losses arising in contract or tort sustained by the Client named on the front of this Report. Any third party acting or relying on this Report, in whole or in part, does so entirely at their own risk. However, if ordered by a Real Estate Agent or a Vendor for the purpose of auctioning a property, then the Inspection Report may be ordered up to seven (7) days prior to the auction, copies may be given out prior to the auction and the Report will have a life of 14 days during which time it may be transferred to the purchaser. Providing the purchaser agrees to the terms of this agreement, then they may rely on the Report subject to the terms and conditions of this agreement and the Report itself.

**NB.** In the ACT under the Civil Law (Sale of Residential Property) Act 2003 and Regulations, the Report resulting from this Inspection may be passed to the purchaser as part of the sale process, providing it is carried out no more than three months prior to listing and is not more than six months old.

**Limited Liability to a Purchaser within the Australian Capital Territory only:** Within the Australian Capital Territory (ACT) and in accordance with the ACT Civil Law (Sale of Residential Property) Act 2003 and Regulations, a copy of the Report may be attached to the Contract for Sale.

**WARNING:** The Purchaser is advised that this Report reflects the condition of the property existing at the time of the Inspection (Inspection Date) and may not reflect the current state. It is, therefore, very strongly recommended that you promptly arrange for another Inspection and Report in accordance with Australian Standard AS4349.1 to be carried out prior to the expiration of the 'Cooling off Period' and settlement.

**This is not a Compliance Report strictly in accordance with Civil Law (Sale of Residential Property) Regulations:** The Report may contain copies of any approved plans, building approvals, building permit and Certificates of Occupancy. However, any comments made by the person who prepared the Report as to whether or not, in the opinion of the Inspector, the structures on the land substantially comply with the approved plans (if any) are made on the basis of a cursory glance of the plans and not upon a detailed examination. Any opinion expressed as to whether or not any building approval or approval under the Land (Planning and Environment) Act, 1991, is based on the limited knowledge and belief, at the time, of the Inspector. The Purchaser is advised that a Special Purpose Report is available through the Inspector to advise more fully in respect to these matters. The structures may have been damaged by pests, storm, strong wind or fire or the Vendor may have carried out alterations and/or additions to the Property since the Inspection Date. The Report may no longer reflect the true condition of the Property. The structure(s) may no longer be in accordance with the attached plans etc. IT IS STRONGLY RECOMMENDED that, if the Purchaser has any concerns in respect to the compliance of the structures, a Special Purpose Report be obtained. Alternatively, the Purchaser should rely upon his, her or their own enquiries.

**Contact the Inspector:** Please feel free to contact the Inspector who carried out this Inspection. Often it is very difficult to fully explain situations, problems, access difficulties, building faults or their importance in a manner that is readily understandable by the reader. Should you have any difficulty in understanding anything contained within this Report, then you should immediately contact the Inspector and have the matter explained to you. If you have any questions at all, or require any clarification, then contact the Inspector prior to acting on this Report.

## OTHER INSPECTIONS AND REPORTS REQUIRED

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It is strongly recommended that the following Inspections and Reports be obtained prior to any decision to purchase the Property. Obtaining these Reports will better equip the purchaser to make an informed decision. Although appliances may be listed in the Report, they have not been tested as this is outside the scope of the standard Building Inspection. Other Inspections we recommend the purchaser obtains before making their decision are:

- Electrical Inspection,
- Plumbing Inspection,
- Structural (Engineer),
- Geotechnical Inspection,
- Drainage Inspection,
- Asbestos Inspection,
- Mould Inspection,
- Gas fitting Inspection,
- Appliances Inspection,
- Air-conditioning Inspection,
- Alarm/Intercom/Data Systems,
- Hydraulics Inspection,
- Mechanical Services,
- Hazards Inspection,
- Fire/Chimney Inspection,
- Estimating Report,
- Garage Door Mechanical,
- Durability exposed surfaces

## SMOKE DETECTORS

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The occupier/purchaser should satisfy themselves as to the working condition of the smoke detectors, if installed. It is highly recommended that suitable smoke detectors be installed in all residential properties. AS 3786 advises that smoke detectors are required for all buildings where people sleep. It is recommended that an electrician be consulted to advise on those installed or install these detectors.

## CRACKING OF BUILDING ITEMS

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Regardless of the type of crack(s), a Pre-Purchase Building Inspector carrying out a Pre-Purchase Inspection within the scope of a visual Inspection is unable to determine the expected consequences of the cracks.

Obtaining Information regarding the below all fall outside the scope of this Pre-Purchase Inspection:

- (a)** The nature of the foundation material on which the building is resting,
- (b)** The design of the footings,
- (c)** The site landscape,
- (d)** The history of the cracks and,
- (e)** Carrying out an invasive Inspection.

However, the information obtained from the five items above is valuable in determining the expected consequences of the cracking and any remedial work needed. Cracks that are small in width and length on the day of the Inspection may have the potential to develop over time into structural problems for the homeowner, resulting in major expensive rectification work being carried out. If cracks have been identified in the Report above, then a Structural Engineer is required to determine the significance of the cracking prior to a decision to purchase.



## NOTICE TO THE PURCHASER (ACT ONLY)

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(a) At the Exchange, and prior to the 'Cooling-off Period', you were given an Inspection Report on the property you intend on purchasing. This Report reflects the condition of the property existing at the time of the Inspection (Inspection Date) and may not reflect the current state. The structures may have been damaged by pests, storm, strong wind or fire or the vendor may have carried out alterations and/or additions to the property since the Inspection date. The Report may no longer reflect the true condition of the property. The structure(s) may no longer be in accordance with the attached plans etc. It is, therefore, very strongly recommended that you urgently arrange for another Inspection and Report in accordance with Australian Standard AS 4349.1 to be carried out prior to exchange, or prior to the expiration of any 'Cooling Off Period' and prior to settlement.

(b) If the Report indicated the presence of termite damage, or recommends any other Inspections or treatments, you should obtain copies of these Reports and any treatment proposals, certificates of treatment carried out, including details of all repairs including copies of quotations, invoices, and any other Reports. It is strongly recommended that you arrange for an Inspection and Report in accordance with AS 4349.3 to verify that the treatment has been successful and carried out in accordance with AS 3660.2, and a further building Inspection in accordance with AS 4349.1.

(c) If you fail to procure a further Inspection and Report as recommended in (a) and (b), or fail to obtain copies of other Reports, treatment proposals, certificates of treatment carried out, details of all repairs including copies of quotations, invoices and any other Reports as recommended in (b) above, then you agree that you have decided not to have a further Inspection and Report carried out, or to obtain copies of treatment proposals, certificates of treatment carried out, details of all repairs including copies of quotations, invoices and any other Reports and have relied upon your own enquires and the Report, knowing the possible consequences, and that the condition of the property, as stated in the Report, may have changed.

(d) You agree that the person carrying out the Inspection **and** the company, partnership or sole trader that employs that person will have no liability to you for any damage or loss you may suffer as a result of your entering the contract to purchase the property, or in connection with completing the purchase of the property as a result of your failure to heed the advice given in (a) and (b) and the warning contained in (c) above, and may use such failure in defense of any claim that you may later make against any of them.

**NB.** It is a condition of your right to rely upon the Report that you transmit by fax, post, or otherwise deliver the signed "Notice to the Purchaser" (ACT only) to the company, partnership or sole trader at the address detailed on the front of the Report not less than four (4) days prior to the date of settlement. If you fail to complete, sign, or deliver the Notice then it will be deemed that you did not rely upon the report in respect to your decision as to whether or not to purchase the property. This may seriously affect any rights to future compensation to which you may be entitled.

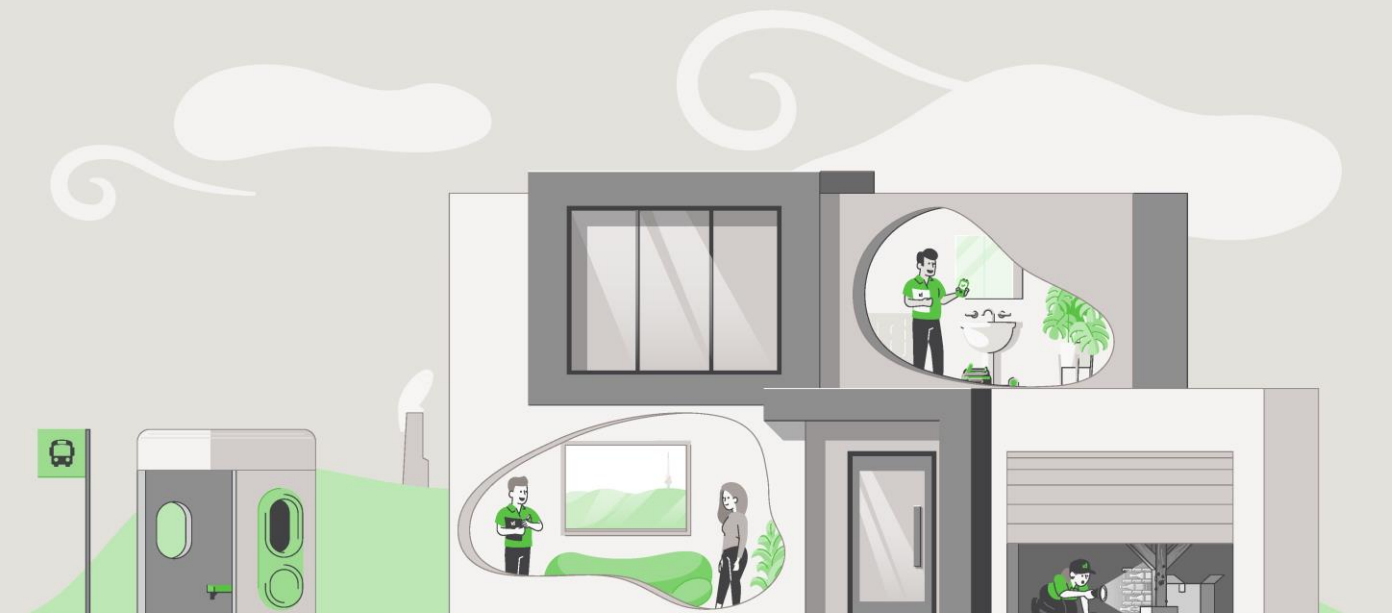
**Please cross out the statement below that does not apply: - At the date of settlement, not more than 180 days will have elapsed since the Inspection date.**

1. I/We have read and understood the 'Limited Liability to a Purchaser within the Australian Capital Territory only' clause of the Report, and this Notice to the Purchaser. I/We have not arranged for another inspection and report in respect of the property, and it is my/our intention to **rely upon the findings contained in the report**; or

2. I/We have **arranged for another Inspection of the Property and Report** to be carried out, which I/We will use in conjunction with this Report in deciding whether to proceed with the purchase of the property; or

3. I/We have read and understood the 'Limited Liability to a Purchaser within the Australian Capital Territory only' clause of the Report, and this Notice to the Purchaser. I/We have not arranged for another Inspection and Report in respect of the property and have **relied on my/our own enquiries in respect of the condition of the property** as at the date of settlement including any changes in the condition of the property that have taken place since the Inspection date stated in the Report

# Timber Pest Report



## SUMMARY SHEET

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**Property Address:** 6 Violet Grover Pl, Gordon ACT 2906  
**Client:** Amat  
**Inspection Date:** Friday, November 15th 2024  
**Inspection carried out by:** Dylan Mitchell

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This summary is supplied to allow a quick and superficial overview of the Inspection results. This summary is NOT the Report and cannot be relied upon on its own. This summary must be read in conjunction with the full Report and not in isolation from the Report. If there should happen to be any discrepancy between anything in the Report, and anything in this summary, the information in the Report shall override that in the summary. The Report is subject to conditions and limitations. Your attention is particularly drawn to the clauses, disclaimer of liability to third parties, limited liability to a purchaser with the Australian Capital Territory (ACT), and to the notice to the purchaser at the back of this Report.

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### 1.0 ACCESS LIMITATIONS

**There were access limitations to the inspection/report. Please refer to section 1.0 of the report.**

### 2.0 TERMITE ACTIVITY

**No active subterranean termites (live specimens) were found.**

**Visible evidence of subterranean termite workings or damage was found. Please refer to Section 2.0 of the Pest Report for further information.**

### 3.0 BORER ACTIVITY

**No visible evidence of borers of seasoned timbers was found.**

### 4.0 DECAY FUNGI

**Evidence of timber wood decay was found. Please refer to Section 4.0 of the Pest Report.**

For complete and accurate information, please refer to the attached 'Visual Timber Pest Report', which is prepared in accordance with AS 4349.3.

## CONDITIONS OF THIS INSPECTION

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### Important Information:

Any person who relies upon the contents of this Report does so acknowledging that the following clauses, which define the scope and limitations of the Inspection, form an integral part of the Report.

This is a **Visual Inspection Only**, prepared in accordance with AS 4349.3, 'Inspection of Buildings Part 3: Timber Pest Inspections'. Visual Inspection was limited to those areas and sections of the property to which reasonable access (see definition) was both available and permitted on the date of Inspection.

The Inspection **did not** include breaking apart, dismantling, removing, or moving objects including but not limited to – foliage, mouldings, roof insulation/sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances, or personal possessions.

The Inspector **cannot** see inside walls, between floors, inside skillion roofing, inside the eaves, behind stored goods in cupboards, or in any other areas that are concealed or obstructed.

The Inspector **did not** dig, gouge, force or perform any other invasive procedures. An invasive Inspection will not be performed unless a separate contract is entered into.

In an occupied property, it must be understood that furnishings or household items may be concealing evidence of Timber Pests, which may only be revealed when the items are moved or removed.

In the case of strata type properties, only the interior of the unit is inspected.

### Scope of Report:

This Report only deals with the detection or non-detection of Timber Pest Attack and Conditions Conducive to Timber Pest Attack discernible at the time of inspection. The inspection was limited to the Readily Accessible Areas of the Building and Site (see note below) and was based on a visual examination of surface work (excluding furniture and stored items), and the carrying out of Tests. Note. With strata and company title properties, the inspection was limited to the interior and the immediate exterior of the particular residence inspected. Common property was not inspected.

### Limitations:

The Client acknowledges:

**(a)** This Report does not include the inspection and assessment of matters outside the scope of the requested inspection and report.

**(b)** The inspection only covered the Readily Accessible Areas of the Building and Site. The inspection did not include areas which were inaccessible, not readily accessible or obstructed at the time of inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection and may include – but are not limited to – roofing, fixed ceilings, wall linings, floor coverings, fixtures, fittings, furniture, clothes, stored articles/materials, thermal insulation, sarking, pipe/duct work, builder's debris, vegetation, pavements, or earth.

**(c)** The detection of dry wood termites may be extremely difficult due to the small size of the colonies. No warranty of absence of these termites is given.

**(d)** European House Borer (*Hylotrupes bajulus*) attack is difficult to detect in the early stages of infestation as the galleries of boring larvae rarely break through the affected timber surface. No warranty of absence of these borers is given. Regular inspections including the carrying out of appropriate tests are required to help monitor susceptible timbers.

**(e)** This is not a structural damage report. Neither is this a warranty as to the absence of Timber Pest Attack.

**(f)** If the inspection was limited to any particular type(s) of timber pest (e.g., subterranean termites), then this would be the subject of a Special-Purpose Inspection Report, which is adequately specified.

**(g)** This Report does not cover or deal with environmental risk assessment or biological risks not associated with Timber Pests (e.g., toxic Mould) or occupational, health or safety issues. Such advice may be the subject of a Special-Purpose Inspection Report which is adequately specified and must be undertaken by an appropriately qualified inspector. The choice of such inspector is a matter for the Client.

**(h)** This Report has been produced for the use of the Client. The Consultant or their firm or company are not liable for any reliance placed on this report by any third party, except as provided in the section Limited Liability To a Purchaser within the Australian Capital Territory.

**Determining extent of Damage:**

This is not a structural building report, and any inexperienced opinion we provide on timber damage cannot be relied upon. This Report **will not** state the full extent of any Timber Pest damage. It will state Timber Pest Damage found as either 'slight', 'moderate', 'moderate to extensive', or 'extensive', and this information is not the opinion of an expert. If any evidence of Timber Pest activity and/or damage resulting from Timber Pest activity is reported, either in the structure(s) or the grounds of the property, then you must assume that there may be concealed structural damage within the building(s).

This concealed damage may only be found when wall linings, cladding or insulation are removed to reveal previously concealed timbers. In this case, an Invasive Timber Pest Inspection (for which a separate contract is required) is strongly recommended, and you should arrange for a qualified professional such as a builder, engineer, or architect to carry out a structural inspection to determine the full extent of the damage, and the extent of repairs that may be required. You agree that neither we, nor the individual conducting the inspection, are responsible or liable for the repair of any damage, whether disclosed by the Report or not.

**Disclaimer of Liability:**

No liability shall be accepted on account of failure of the Report to notify any termite activity and/or damage present at, or prior to, the date of the Report, in any area(s) or section(s) of the subject property physically inaccessible for inspection, or to which access for inspection is denied by, or to, the licensed Inspector (including, but not limited to, any area(s) or section(s) specified by the Report).

## 1.0 ACCESS LIMITATIONS

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### 1.1 Area(s) inspected:

Only structures, fences &/or trees within 50m of the building but within the property boundaries were inspected.

### 1.2 Common area(s) not inspected:

No Inspection was made, and no Report will be submitted, of inaccessible area(s).

These include, but may not be limited to; cavity walls, concealed frame timbers, eaves, flat roofs, fully enclosed patios, inaccessible parts of the subfloors, inaccessible parts of the roof void, soil concealed by concrete floors, fireplace hearths, wall linings, landscaping, rubbish, floor coverings, furniture, pictures, appliances, stored items, insulation, and hollow blocks/posts etc.

### 1.3 Area(s) in which visual inspection was obstructed or restricted and why:

**Ceiling framing timbers were concealed by insulation. Clothing and other stored items concealed timbers in cupboards and built in robes/closets. Furniture and stored items concealed some of the skirting boards and architraves inside the house. Areas of the timber fence were concealed by vegetation and screening.**

**NB.** Please note that since a complete Inspection of the above area(s) was not possible, Timber Pest activity and/or damage may exist in these areas.

### 1.4 The property was furnished at the time of inspection.

Where a property is furnished at the time of Inspection, it must be understood that the furnishings and stored goods may be concealing evidence of Timber Pest activity. This evidence may be revealed when the property is vacated, and a further Inspection of the vacant property is strongly recommended if the house was furnished at the time of inspection.

### 1.5 Undetected timber pest risk assessment is considered Moderate/High.

**NB.** Where the risk is considered “Moderate” or “Moderate-High” or “High”, a further inspection is strongly recommended of areas that were not readily accessible, and of inaccessible or obstructed areas once access has been provided or the obstruction removed. This may require the moving, lifting or removal of obstructions such as floor coverings, furniture, stored items foliage and insulation. In some instances, it may also require the removal of ceiling and wall linings, and the cutting of traps and access holes. Seek further advice from your Consultant.



## 2.0 TERMITE ACTIVITY

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**2.1 No active (live) termites were present at the time of Inspection.**

**2.2 Visible evidence of subterranean termite workings and/or damage was found to landscape timbers, timber retaining walls and to the timber fence. The damage was consistent with the Coptotermes species. These termites have the capability to cause significant damage to timber including structural damage.**

**2.3 A termite nest was not found.**

**2.4 Evidence of moderate timber damage was visible.**

NB. Where evidence of termite activity by the Nasutitermes or Coptotermes species was found in the grounds, the risk to buildings is very high. A treatment to eradicate the termites and to protect the building(s) should be carried out. Where the evidence of termite workings was found in the grounds or the building(s), then the risk of a further attack is very high.

**2.5 Very important:**

If live termites or any evidence of termite workings or damage was reported above, within the building(s) or in the grounds and fences, then it must be assumed that there may be concealed termite activity and/or timber damage. This concealed activity or damage may only be found when alterations are carried out, such as when wall linings, cladding or insulation are removed; or if you arrange for an invasive Inspection. We claim no expertise in structural engineering or building, and we strongly recommend that you have a qualified professional such as a builder, engineer, architect, or other qualified expert determine the full extent of the damage, if any. This may require an invasive Inspection. We take no responsibility for the repair of any damage, whether disclosed by this Report or not (see 'Terms and Limitations').

Where visual evidence of termite workings and/or damage is reported above, but no live termites were present at the time of Inspection, you must realise that it is possible that termites are still active in the immediate vicinity, and that the termites may continue to cause further damage. It is not possible, without further investigation and a number of Inspections over a period of time, to ascertain whether any infestation is active or inactive. Active termites may simply have not been present at the time of Inspection due to a prior disturbance or climatic conditions, or they may have been utilizing an alternative feeding source.

Continued, regular Inspections are essential. Unless written evidence of a termite protection program in accordance with 'AS 3660' with ongoing Inspections is provided, you must arrange for a treatment in accordance with 'AS 3660' to be carried out to reduce the risk of further attack.

**2.6 Previous termite treatment: Signs of a termite treatment were found, with drill holes located in the concrete around the property.**

**NB.** If there is evidence of drill holes in concrete or brickwork, bait stations or other signs of a possible previous treatment are reported, then the treatment was probably carried out because of an active termite attack. Extensive structural damage may exist in concealed areas. You should have an invasive Inspection carried out, and have a builder determine the full extent of any damage, and the estimated cost of repairs, as the damage may only be found when wall linings etc. are removed. Normally, if a termite treatment has been carried out, then a durable notice should be located in the metre box, indicating the type of termite shield system, treated zone or combination that has been installed.

**2.7 Termite management: A durable notice (termite management notice) was found during the inspection, indicating a chemical barrier treatment has been installed.**

This firm can give no assurances with regard to work that may have been previously performed by other firms. You should obtain copies of all paperwork and make your own enquiries as to the quality of the treatment when it was carried out, and warranty information. In most cases, you should arrange for a treatment in accordance with "Australian Standard 3660" to be carried out to reduce the risk of further attack.

### **2.8 General remarks:**

Where any current visible evidence of Timber Pest activity is found, it is strongly recommended that a more invasive Inspection be performed. Trees on and near the property up to a height of 2 metres, have been visually Inspected where possible and practicable, for evidence of Termite activity. It is very difficult to locate termite nests since they are underground, and evidence in trees is usually well concealed. Therefore, we strongly recommend that you arrange to have the medium to large eucalypt trees within a 50 metre radius of the property test drilled for evidence of termite nests.

### 3.0 BORER ACTIVITY

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#### 3.1 No visible evidence of borers was found.

The **Lyctid Borer** - The most common lyctid borer in Australia is **Lyctus brunneus (powder post beetle)**. Attack usually takes place during the first six to twelve months of the service life of timber. However, the powder post beetle is not considered a significant pest of timber and treatment of infestation is not usually required. As only the sapwood of certain hardwoods is destroyed, larger-dimensional timbers (such as rafters, bearers, and joists) in a building are seldom weakened significantly to cause collapse. The **Anobiid Borer** There are many different species of Anobiid borer, the most frequently encountered being *Anobium punctatum* (furniture beetle) and *Calymnaderus incisus* (Queensland pine beetle). Attack mainly occurs to softwoods especially pine timbers such as floorboards that have been in service for at least ten years. Should any structural timbers be attacked by Anobiid borers it is often difficult to determine what extent the borer damage has weakened such timbers and replacement is often the only way of ensuring safety from collapse.

In the case of Anobiid borers, once an attack is initiated it is unlikely to cease or die out of its own accord without some sort of eradication treatment. Therefore, unless proof of treatment is provided, evidence of an attack must always be considered active. Although a chemical treatment is an option, replacement of infested timbers with non-susceptible, or treated timber, is the most effective method of treatment. Before any option is considered, competent advice (e.g., from a licensed building contractor) should be sought to determine the extent of any structural damage, and as to the need or otherwise for rectification or repair work.

**Other Borers:** A further (more invasive) investigation is strongly recommended to determine whether infestation is still active and to positively identify the borer species responsible for the attack. Always seek further advice from the Consultant.

**Management Program:** Wherever practical, remove any conditions conducive to attack (e.g., *Anobium* borer thrive in badly ventilated subfloor areas). Regular inspections are recommended at intervals not exceeding 12 months. Always seek further advice from the Consultant.

## 4.0 DECAY FUNGI

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### 4.1 Evidence of damage caused by wood decay (rot) fungi was found.

- Timber decay was found to the side pergola, the landscape timbers, the timber fence, and the timber retaining walls.

**NB.** If any evidence of fungal decay or damage is reported, you should consult a building expert to determine the full extent of damage, and the estimated cost of repairs or timber.

General Description of Attack Decaying wood contains sufficient moisture to retain its original shape and may have sufficient strength to withstand normal loads. In contrast decayed wood is reduced both in moisture content and size as indicated by cracking either along or across the grain or fibres coming apart in a stringy manner. Decayed wood will have undergone considerable strength reduction.

Economic Significance Fungal decay can cause at one extreme, structural failure of the affected timber, and at the other purely superficial surface damage. The most critical determination is that of which timber is affected and decaying because decay will most likely spread (unless sources of moisture are quickly removed). Affected and decayed timber may warrant timber replacement, but the rot should not spread unless a new moisture source becomes available in that area.

Where evidence of decayed timber exists, competent advice (e.g., from a licensed or registered building contractor) should be sought to determine the extent of any structural damage, and as to the need or otherwise for rectification or repair work. It is important to correct any condition conducive to attack prior to replacing decayed wood.

Where evidence of decaying timber exists, competent advice (e.g., from a licensed or registered building contractor) should be sought to remove the condition(s) conducive to attack, and to determine the extent of any structural damage, and as to the need or otherwise for rectification or repair work.

Where the full extent of damage or the overall condition of the timber is undetermined a further inspection is strongly recommended by a competent person (e.g., from a licensed or registered building contractor). This may require monitoring of the timber over a period and include the assessment of conditions conducive to attack in different weather conditions (e.g., to determine the adequacy of existing drainage).

Management Program Remove any conditions conducive to attack (e.g., lack of ventilation or the presence of excessive moisture). Regular inspections are recommended at intervals not exceeding 12 months. Always seek further advice from the Consultant.

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

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### **5.1 Water leaks: At the time of the inspection the shower in the main bathroom was leaking.**

Water leaks, especially in or into the subfloor, or against the external walls; increase the likelihood of termite attack. Leaking showers or leaks from other 'wet areas' also increase the likelihood of concealed termite attack. Hot water overflows should be plumbed away from the building.

**NB.** We claim no expertise in building, and if any leaks were reported, you should consult a plumber or other building expert to determine the full extent of damage, and the estimated cost of repairs.

### **5.2 Moisture/drainage: At the time of the inspection, the subfloor soil was generally dry.**

Lack of Adequate Subfloor Ventilation Inadequate ventilation provides a condition suitable for timber pest infestation. For example, subterranean termites thrive in damp humid conditions typical of those provided in a poorly ventilated subfloor space. Where evidence of a lack of adequate ventilation has been identified in the report, the Client should seek competent advice (e.g., from a licensed or registered building contractor) regarding upgrading ventilation. The Presence of Excessive Moisture Ground levels around the building should be maintained in such a way to minimise water entering under the building. Also, the ground surface in subfloor areas should be kept graded to ensure that moisture does not pond or accumulate in any area. Where necessary, sub-surface drains should be installed and maintained to assist with drainage around and under the building. Likewise, the presence of excessive moisture can often be directly related to ventilation limitations and the resultant high humidity. Also, plumbing oversights and defects such as a leaking drain or tap will provide a microclimate conducive to timber pest attack. Where necessary, the Client should seek competent advice (e.g., from a licensed or registered plumbing contractor) to determine the adequacy of existing drainage and remove any conditions conducive to the presence of excessive moisture. The building may need to be monitored over a period of time to detect or confirm a damp problem. The presence of dampness (including moisture) is not always consistent as the prevailing and recent weather conditions at the time an inspection is carried out may affect the detection of damp problems. Importantly, precipitation at or near the time of inspection does not necessarily guarantee that a damp problem will automatically be evident due to such circumstances as prevailing wind conditions or intensity of rainfall. The absence of any dampness at the time of inspection does not necessarily mean the building will not experience some damp problems in other weather conditions. Likewise, whether services have been used for some time prior to an inspection being carried out will affect the detection of dampness.

### **5.3 Ventilation: Adequate.**

Lack of Adequate Subfloor Ventilation Inadequate ventilation provides a condition suitable for timber pest infestation. For example, subterranean termites thrive in damp humid conditions typical of those provided in a poorly ventilated subfloor space. Where evidence of a lack of adequate ventilation has been identified in the report, the Client should seek competent advice (e.g., from a licensed or registered building contractor) in regard to upgrading ventilation.

### **5.4 Hot water services and air conditioning units: The waste for the air conditioning unit needs to be extended to drain away from the house.**

Hot water services and air conditioning units which release water alongside or near to building walls should be piped to a drain (if not possible then several metres away from the building), as the resulting wet area is highly conducive to termites.

### **5.5 Slab edge exposure: The slab edge inspection zone does not apply to this property.**

Where external concrete slab edges are not exposed, there is a high risk of concealed termite entry.

In some buildings built since July 1995, the edge of the slab forms part of the termite shield system. In these buildings an Inspection zone of at least 75mm should be maintained to permit detection of termite entry. The edge should not be concealed by render, tiles, cladding, flashings, adjoining structures, paving, soil, turf, or landscaping etc. Where this is the case, you should arrange to have the slab edge exposed for Inspection.

Concealed termite entry may already be taking place but could not be detected at the time of the Inspection. This may have resulted in concealed timber damage.

**NB.** A very high proportion of termite attacks are over the slab edge. Covering the slab edge makes concealed entry easy. This is particularly true of infill type slab construction. Termite activity and/or damage may be present in concealed timbers of the building. We strongly recommend frequent regular inspections in accordance with AS 3660.2.

**5.6 Weep holes in external walls: Weep holes are not applicable to this property.**

It is very important that soil, lawn, concrete paths, or pavers do not cover the weep holes. Sometimes, they have been covered during the rendering of the brick work. They should be clean and free flowing and covering the weep holes in part or in whole may allow undetected termite entry.

**5.7 Termite shields: Adequate.**

Termite Shields (Ant Caps) should be in good order and condition, so termite workings are exposed and visible. This helps prevent termites from gaining undetected entry. Joins in the shielding should have been soldered during the installation. If it is observed that the joins in the shielding have not been soldered, then the shielding must be reported as inadequate. It may be possible for a builder to repair the shielding. If not, a chemical treated zone may need to be installed to deter termites from gaining concealed access to the building. Missing, damaged or poor shields increase the risk of termite infestation. If considered inadequate, a builder or other building expert should be consulted.

Other physical shield systems are not visible to inspection and no comment is made on such systems.

**5.8 Bridging or breaching of termite barriers and inspection zones: No bridging or breaching was found.**

“Bridging” is the spanning of a termite barrier or inspection zone so that subterranean termites are provided with passage over or around that barrier. “Breaching” is the making of a hole or gap in a termite barrier so that termites are provided with a passage through that barrier.

**5.9 Other area(s) and/or situations that appear conducive to (may attract) subterranean termite infestation: Medium to large trees and stumps within a 50 metre radius of the property, due to the nesting conditions. The landscaped hardwood timbers and timber retaining walls, due to the food source. The base of a timber pergola posts, as these timbers are in direct contact with the ground, allowing timber pests to gain direct access to these timbers, and the pergola structure. Several timber off cuts on the ground in the subfloor, due to the ideal food source.**



## 6.0 OVERALL ASSESSMENT OF THE PROPERTY

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**6.1** Where evidence of live termites, termite damage or termite workings (mudding) was found in the building(s) then the risk of a further attack is extremely high.

Where evidence of live termites, termite damage or termite workings was found in the grounds but not in the building(s) then the risk to buildings must be reported as high to extremely high.

**6.2** At the time of the Inspection, the degree of risk of subterranean termite infestation to the overall property was considered to be **Moderate to High**.

**6.3 Subterranean Termite Treatment Recommendation:** A management program in accordance with AS 3660-2000 to protect against subterranean termites is considered **not essential, but 6 to 12 monthly inspections are essential**.

**6.4 Future Inspections:** AS 3660.0-2000 recommends “regular competent Inspections should be carried out at least on an annual basis, but more frequent Inspections are strongly recommended”.

It goes on to inform that “regular Inspections will not prevent termite attack but may help in the detection of termite activity. Early detection will allow remedial treatment to be commenced sooner, and damage to be minimized”.

Due to the degree of risk of subterranean termite infestation noted above and all other findings of this Report; we strongly recommend that a full Inspection and written Report in accordance with AS 4349.3 or AS 3660.2-2000 is conducted at this property every 6 months, but no more than 12 months.

## DEFINITIONS

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**Timber Pest Attack:** Means Timber Pest Activity and/or Timber Pest Damage.

**Timber Pest Activity:** Means telltale signs associated with 'active' (live) and/or 'inactive' (absence of live) Timber Pests at the time of inspection.

**Timber Pest Damage:** Means noticeable impairments to the integrity of timber and other susceptible materials resulting from attack by Timber Pests.

**Major Safety Hazard:** Means any item that may constitute an immediate or imminent risk to life, health or property resulting directly from Timber Pest Attack. Occupational, health and safety or any other consequence of these hazards has not been assessed.

**Conditions Conducive to Timber Pest Attack:** Means noticeable building deficiencies or environmental factors that may contribute to the presence of Timber Pests.

**Readily Accessible Areas:** Means areas which can be easily and safely inspected without injury to person or property, are up to 3.6 metres above ground or floor levels, in roof spaces where the minimum area of accessibility is not less than 600 mm high by 600 mm wide and subfloor spaces where the minimum area of accessibility is not less than 400 mm high by 600 mm wide, providing the spaces or areas permit entry. The term 'readily accessible' also includes accessible subfloor areas on a sloping site where the minimum clearance is not less than 150 mm high, provided that the area is not more than 2 metres from a point with conforming clearance (i.e., 400 mm high by 600 mm wide); and areas at the eaves of accessible roof spaces that are within the consultant's unobstructed line of sight and within arm's length from a point with conforming clearance (i.e. 600 mm high by 600 mm wide).

**Client:** Means the person or persons for whom the Timber Pest Detection Report was carried out or their Principal (i.e., the person or persons for whom the report was being obtained).

**Timber Pest Detection Consultant:** Means a person who meets the minimum skills requirement set out in the current Australian Standard AS 4349.3 Inspections of Buildings. Part 3: Timber Pest Inspection Reports or state/territory legislation requirements beyond this Standard, where applicable.

**Building and Site:** Means the main building (or main buildings in the case of a building complex) and all timber structures (such as outbuildings, landscaping, retaining walls, fences, bridges, trees, and stumps with a diameter greater than 100 mm and timber embedded in soil) and the land within the property boundaries up to a distance of 50 metres from the main building(s).

**Timber Pests:** Means one or more of the following woods destroying agents which attack timber in service and affect its structural properties:

**Chemical Delignification:** The breakdown of timber through chemical action.

**Fungal Decay:** The microbiological degradation of timber caused by soft rot fungi and decay fungi, but does not include Mould, which is a type of fungus that does not structurally damage wood.

**Wood Borers:** Wood destroying insects belonging to the order 'Coleoptera' which commonly attack seasoned timber.

**Termites:** Wood destroying insects belonging to the order 'Isoptera' which commonly attack seasoned timber.

**Tests:** Means additional attention to the visual examination was given to those accessible areas which the consultant's experience has shown to be particularly susceptible to attack by Timber Pests. Instrument testing of those areas and other visible accessible timbers/materials/areas showing evidence of attack was performed.

**Instrument Testing:** Means where appropriate the carrying out of Tests using the following techniques and instruments:

- (a) Electronic moisture detecting meter - an instrument used for assessing the moisture content of building elements.
- (b) Stethoscope - an instrument used to hear sounds made by termites within building elements.
- (c) Probing - a technique where timber and other materials/areas are penetrated with a sharp instrument (e.g., bradawl or pocket knife), but does not include probing of decorative timbers or finishes, or the drilling of timber and trees; and
- (d) Sounding - a technique where timber is tapped with a solid object.

## IMPORTANT MAINTENANCE ADVICE REGARDING INTEGRATED PEST MANAGEMENT FOR PROTECTING AGAINST TIMBER PESTS

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You should read and understand the following important information. It will help explain what is involved in a Timber Pest Inspection, the difficulties faced by a Timber Pest Inspector, and why it is not possible to guarantee that a property is free of Timber Pests. It also details important information about what you can do to help protect your property from Timber Pests. This information forms an integral part of the Report. Any structure can be attacked by Timber Pests. Periodic maintenance should include measures to minimise possibilities of infestation in and around a property. Factors which may lead to infestation from Timber Pests include situations where the edge of the concrete slab is covered by soil or garden debris, filled areas, areas with less than 400mm clearance, foam insulation at foundations, earth/wood contact, damp areas, leaking pipes, etc.; form-work timbers, scrap timber, tree stumps, mulch, tree branches touching the structure, wood rot, etc. Gardens, pathways, or turf abutting or concealing the edge of a concrete slab will allow for concealed entry by timber pests any timber in contact with soil such as form-work, scrap timbers or stumps must be removed from under and around the buildings and any leaks repaired. You should endeavor to ensure such conditions DO NOT occur around your property. We further advise that you engage a professional pest control firm to provide a termite management program in accord with AS 3660 to minimise the risk of termite attack. There is no way of preventing termite attack. Even AS 3660 advises that "the provision of a complete termite barrier will impede and discourage termite entry into a building. It cannot prevent termite attack. Termites can still bridge or breach barriers, but they can be detected more readily during routine inspections."

### **Reasonable access:**

Unless specified in writing, the inspection only covered the Readily Accessible Areas of the Building and Site.

The inspection did not include areas which were inaccessible, not readily accessible or obstructed at the time of inspection. Areas which are not normally accessible were not inspected and include - but not limited to – inside walls, the interior of a flat roof or beneath a suspended floor filled with earth.

Building Interior, the Consultant did not move or remove any ceilings, wall coverings, flooring, floor coverings (including carpeting), furnishing, equipment, appliances, pictures, or other household goods. In an occupied property, furnishings or household items may be concealing evidence of timber pest attack which may only be revealed when the items are moved or removed.

Building Exterior, Roof Exterior and Site, the Consultant did not move or remove any obstructions such as wall cladding, awnings, trellis, earth, plants, bushes, foliage, stored materials, debris, or rubbish. Due to the 'secretive' nature of timber pests, it is possible that hidden damage may exist in concealed areas, e.g., wall framing. Damage may only be found when the obstruction is removed. In the case of buildings constructed on concrete slabs, if the edge of the slab or any weep hole or vent at the base of external walls is concealed by pavements, gardens, lawns, or landscaping then it is possible for termites to gain undetected entry into the building. The building of gardens or planting of shrubs close to the perimeter of the building can promote and conceal termite entry points. The storage of cellulose materials such as building materials and firewood near the ground or building may encourage termite activity.

Roof Space Obstructions such as roofing, stored articles, thermal insulation, sarking, and pipe/duct work may be concealing evidence of timber pest attack which may only be revealed when the obstructions are moved or removed. Also, bodily access should be provided to the interior of all accessible roof spaces. In accordance with Australian Standard ASS 4349 the minimum requirement is a 400mm by 500 mm access manhole.

Subfloor Space Subfloor areas should be kept free from all vegetation (including tree stumps) and other cellulose material which may encourage timber pest activity. Also, storage of materials in subfloor areas is not recommended as it reduces ventilation and makes inspection difficult. Obstructions may be concealing evidence of timber pest attack which may only be revealed when the obstructions are moved or removed. Bodily access should be provided to all accessible subfloor areas with the minimum requirement being a 500 mm x 400 mm access manhole. In the case of suspended floors, if the clearance between the ground and structural components is less than 400 mm, then the ground should be excavated to provide the required clearance, subject to maintaining adequate drainage and support to footings. If the subfloor has been sprayed for subterranean termites or if the area is susceptible to mould growth, appropriate health precautions must be followed before entering the area. Also, special care should be taken not to disturb the treated soil. Always seek further advice from the Consultant.

A further inspection is strongly recommended of those areas that were not readily accessible and of inaccessible or obstructed areas once access has been provided or the obstruction removed. This will involve a separate visit to the site, permission from the owner of the property and additional cost.

Unless stated otherwise, any recommendation or advice given in this Report should be implemented as a matter of urgency.

**A more invasive physical inspection is available and recommended:**

As detailed above, there are many limitations to this visual inspection only. With the permission of the owner of the premises we WILL perform a more invasive physical inspection that involves moving or lifting insulation, stored items, furniture, or foliage during the inspection. We WILL physically touch, tap, test and when necessary, force/gouge suspected accessible timbers. We WILL gain access to areas, where physically possible and considered practical and necessary, by way of cutting traps and access holes.

This style of Report is available by ordering with several days' notice. Inspection time for this style of Report will be greater than for a VISUAL INSPECTION.

It involves disruption in the case of an occupied property, and some permanent marking is likely. You must arrange for the written permission of the owner who must acknowledge all the above information and confirm that our firm will not be held liable for any damage caused to the property.

A price is available on request.

**Concrete slab homes:**

Homes constructed on concrete slabs pose special problems with respect to termite attack. If the edge of the slab is concealed by concrete paths, patios, pavers, garden beds, lawns, foliage, etc. then it is possible for termites to affect concealed entry into the property, and they can then cause extensive damage to concealed framing timbers. Even the most experienced Inspector may be unable to detect their presence due to concealment by wall linings. Only when the termites attack timbers in the roof void, which may in turn be concealed by insulation, can their presence be detected. Where termite damage is in the roof, it should be expected that concealed framing timbers will be extensively damaged. With a concrete slab home, it is imperative that you expose the edge of the slab and ensure that foliage and garden beds do not cover the slab edge. Weep holes must be kept free of obstructions. It is strongly recommended that you have a Termite Inspection in accordance with AS 3660.2 carried out every 6 to 12 months.

**Subterranean termites:**

No property is safe from termites. General Description of Attack Timber hollowed beneath; some cracking at the surface of timber; earthen channels present; or pale faecal spots present.

**Important note:**

As a delay may exist between the time of an attack and the appearance of telltale signs associated with the attack, it is possible that termite activity and damage exists though not discernible at the time of inspection.

Treatment After discovery of an active infestation, it is imperative that the species of termite is accurately identified before costly (and sometimes unnecessary or inappropriate) methods of treatment are initiated. Only economically important species which are known to attack timber structures should be treated.

In the case of economically important species, it is important that the termite workings are not further disturbed until the proposed method of control has been determined by a licensed pest control operator. Premature attempts to repair or replace infested timber may cause the termites to withdraw from the area temporarily, thereby hindering effective treatment. Any repair or replacement of infested timber should be carried out after the appropriate treatment has been completed.

Where evidence of active termites is detected within a building or within 50 metres of any building, it must always be assumed that the termites may also be active in areas of the property not inspected. Accordingly, where the termites are known to be of economic significance, a further (more invasive) inspection is strongly recommended of areas which were inaccessible, not readily accessible or obstructed at the time of inspection.

Termite Workings and Damage Where evidence of damage to building timbers exists, competent advice (e.g. from a licensed or registered building contractor) should be obtained to determine the extent of any structural damage and as to the need or otherwise for rectification or repair work.

Where evidence of inactive termites is located within the building, it is possible that termites are still active in areas of the property not inspected and they may continue to cause damage. A furthermore invasive inspection is strongly recommended of areas which were inaccessible, not readily accessible or obstructed at the time of inspection.

Where evidence of an inactive termite infestation exists, it is not possible, without benefit of further investigation and inspections over a period, to ascertain whether any infestation is active or inactive. Continued, regular, inspections are essential.

Where evidence of termite attack exists to any trees or tree stumps a more conclusive search should be undertaken. This may require the tree or stump to be drilled to determine the existence of a termite nest. In addition, the soundness and stability of any standing trees identified as being affected by termite attack should be confirmed. Always seek further advice from the Consultant.

**Previous Treatments** Where evidence of a possible termite treatment was located, the Client should obtain and keep on file all relevant documents pertaining to the extent of the treatment, any service warranties and advice in regard to the building owner's obligation to maintain the treatment and/or barrier. If evidence of a previous treatment of termite infestation is noted, and appropriate documentation is not available, the Client must assume that the termite infestation may still be active in areas of the property not inspected. Accordingly, a re-treatment may be required. Always seek further advice from the Consultant.

**Frequency of Future Inspections** Australian Standard AS 3660 recognises that regular inspections will not prevent termite attack but may help in the detection of termite activity. Early detection will allow remedial treatment to be commenced sooner and damage to be minimised.

Inspections at intervals not exceeding twelve (12) months are recommended. Where the termite risk is high or the building type susceptible to termite attack, more frequent inspections (3-6 months) should be undertaken.

**Risk management options:**

To help protect against financial loss, it is essential that the building owner immediately control or rectify any evidence of destructive timber pest activity or damage identified in this inspection report. The Client should further investigate any high-risk area where access was not gained. It is strongly advised that appropriate steps be taken to remove, rectify or monitor any evidence of conditions conducive to timber pest attack.

To help minimise the risk of any future loss, the Client should consider whether the following options to further protect their investment against timber pest infestation are appropriate for their circumstances:

Undertake thorough regular inspections at intervals not exceeding twelve months or more frequent inspections where the risk of timber pest attack is high, or the building type is susceptible to attack. To further reduce the risk of subterranean termite attacks, implement a management program in accordance with Australian Standard AS 3660. This may include the installation of a monitoring and/or baiting system, or chemical and/or physical barrier. However, AS 3660 stresses that subterranean termites can bridge, or breach barrier systems and inspection zones and that thorough regular inspection of the building are necessary.

**CONTACT THE INSPECTOR**

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Please feel free to contact the Inspector who carried out this inspection. Often it is very difficult to fully explain situations, problems, access difficulties or timber pest activity and/or damage in a manner that is readily understandable by the reader. Should you have any difficulty in understanding anything contained within this Report, then you should immediately contact the Inspector and have the matter explained to you.

If you have any questions at all or require any clarification, then contact the Inspector prior to acting on this Report.

## NOTICE TO THE PURCHASER

---

**(a)** Prior to or on Exchange, and prior to the commencement of the 'Cooling-off Period', you were given an Inspection Report on the Property you intend on purchasing ("the Report"). The Purchaser is advised that this Report reflects the condition of the property existing at the time of the Inspection (Inspection Date) and may not reflect the current state. Timber Pests, particularly Termites, may have gained entry to the property since the Inspection Date. Termites can, in a relatively short period, cause significant damage to both structural and non-structural timbers within and around the buildings of the Property.

Termites (white ants) may be difficult to detect and much of the damage caused may not be readily visible. If damage exists, then it may cost thousands of dollars to repair.

It is, therefore, very strongly recommended that you urgently arrange for another Inspection and Report in accordance with AS4349.3 to be carried out prior to exchange, or prior to the expiration of any 'Cooling off Period', and prior to settlement.

**(b)** If the Report indicated the presence of Termites, termite damage or recommends any treatments or other Inspections and Reports, you should obtain copies of the treatment proposal, any certificates of treatments carried out, details of all repairs including copies of quotations, invoices, and any other Reports.

It is strongly recommended that you arrange for an Inspection and Report in accordance with AS 4349.3 to verify that the treatment has been successful and carried out in accordance with AS 3660.2 and a further building Inspection in accordance with AS 4349.1.

**(c)** If you fail to procure a further Inspection and report as recommended in (a) and (b), or fail to obtain copies of the treatment proposal, certificates of treatment carried out, details of all repairs including copies of quotations, invoices and any other reports as recommended in (b) above, then it will be deemed that you have decided not to have a further Inspection and report carried out, or to obtain copies of certificates of treatments carried out, details of all repairs including copies of quotations, invoices and any other reports.

It will be deemed that you have relied upon your own enquiries and the report, knowing the possible consequences and that the condition of the property, as stated in the report, may have changed.

**(d)** The person carrying out the Inspection and the company, partnership or sole trader that employs that person will have no liability to you for any damage or loss you may suffer as a result of your entering the contract to purchase the property or in connection with completing the purchase of the property as a result of your failure to heed the advice given in (a) and (b) and the warning contained in (c) above, and may use such failure in defense of any claim that you may later make against any of them.



# Compliance Report



## COMPLIANCE REPORT

This is a Compliance Report regarding any unapproved structures or alterations. ACT Property Inspections have accessed the attached Building File from ACT Planning and Land Authority (ACTPLA) and hold no responsibility for any inaccuracies in the Building File supplied by ACTPLA. The Compliance report is based solely upon the information available from the Building File which does not contain information regarding Plumbing or Electrical work that has taken place since the original construction. Information regarding the Plumbing and Electrical is available upon application from ACTPLA. Since we are not Plumbers or Electricians, we are unable to comment on those works. If structures have been noted as requiring approval, a Certifier should be engaged to assess if the structure will comply with the relevant ACT legislation. Owners must be aware that unapproved structures may not comply and may require significant repair, design change or possible removal.

**Property Address:** 6 Violet Grover Pl, Gordon ACT 2906  
**Block & Section:** Block 12 Section 548 GORDON  
**Inspection Date:** Friday, November 15th 2024

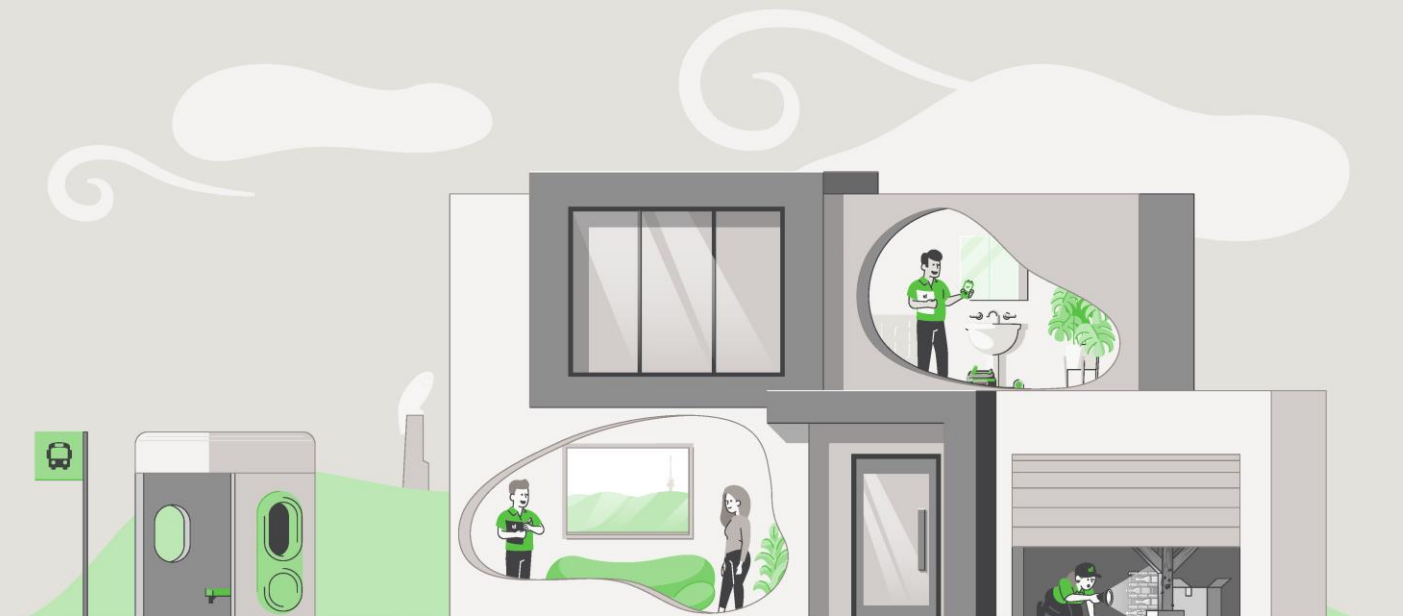
## APPROVAL STATUS

Description	Plan number	Certificate of occupancy date	Approval status
Residence	84524/A	02/12/1993	Approved.
Pergola & Deck	044560/A	08/02/2005	Approved.
Side pergola	-	-	This structure is unapproved as the roof is higher than 3.0m. Building approval is required.
Retaining walls	-	-	This structure is exempt from approval. No action is required.
Garden shed	-	-	This structure is exempt from approval. No action is required.

## SURVEY REPORT

Survey Report completed by	Date Survey report was completed	Comments
Sowden, Wells & Associates	Wednesday, 15 September 1993	There are no apparent encroachments upon this land or by this property on adjoining lands or street.

# Conveyancing File



CONVEYANCING BUILDING FILE INDEX

SUBURB: GORDON      SECTION: 548      BLOCK: 12      UNIT:      EX GOV: NO

COU ISSUED Y/N	PLAN NUMBER	FOLIO NO.	DESCRIPTION OF WORK	AMEND	DETAILS	INDEM INSUR	PERMIT NUMBER	COST OF WORKS	COU PLAN NO. & DATE	INSPECTION DATE
Y	84524/A	2	RESIDENCE					\$-		
		14					84524/A			
		17	SURVEY							
		27	FINAL							01/12/93
		28							84524/A 02/12/1993	
Y	044560/A	-	PERGOLA & DECK				044560/A	\$-		
		-	FINAL							25/01/05
		-							044560/A 08/02/2005	

Drainage Plan Number: 81438

Comments:

## CONVEYANCING PART 2

No information is provided in respect of electrical, drainage or sewer matters and or to the location of overhead power lines or underground cables in relation to the building.

	<u>Yes</u>	<u>No</u>
1. (a) Is this a government or ex government house?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) If yes, is there a building file with approvals on it?	<input type="checkbox"/>	<input type="checkbox"/>
2. Is there any record of incomplete building work on the building file?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes - file copies attached		
3. Are there any records on the building file of current (within 5 years) housing Indemnity insurance policies for building work? If yes - file copies attached	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Are there any records on the building file showing building applications still being processed? (Current within 3 years) If yes - file copies attached	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Are there any records on the building file in relation to loose-fill asbestos insulation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If available, copies of the following documents are provided:

• Certificate/s of Occupancy and Use	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Survey Certificates	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Unit Plan/Unit Entitlements (if property is unit titled)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Approved Building Plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Ex- government Building Plans*	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• Certificate of Completion of Asbestos Removal work**	<input type="checkbox"/>	<input checked="" type="checkbox"/>

\*\* If YES – this indicates that the property was part of the Loose Asbestos Insulation Program.  
For more information go to the Asbestos Awareness Website – [www.asbestos.act.gov.au](http://www.asbestos.act.gov.au)

If requested:

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

### ASBESTOS

\*\*The ACT Government is not able to guarantee the accuracy of the information in this report.

You should make your own enquiries and obtain reports (from a licensed Asbestos Assessor) in relation to the presence of loose fill asbestos insulation (and other forms of asbestos) on the premises. For more information go to the Asbestos Awareness Website – [www.asbestos.act.gov.au](http://www.asbestos.act.gov.au)

**Please Note:** Building approvals that have been generated via eDevelopment will be issued with a project number prefixed by the letter B. Initial building approval documentation will be identified with project number B20XXXXX only but will be referenced as B20XXXX/A on the Certificate of Occupancy and Use. Any amendments to the original approval will be issued with the project number and an alphanumeric digit. The first amendment will be identified as B20XXXX/B, the second amendment B20XXXX/C etc. Not all eDevelopment plans will be stamped with the plan number.

**\*Ex Government plans:** Plans are typical and not specific to each residence. There may be slight changes to the layout or window locations that were not required to be approved.

Search officer comments (if any?)

Search officer initials: LM

Cost of application: \$ 140.24

Date completed:

15/11/2024

Plan No.

SOWDEN, LILLEY & ASSOCIATES PTY. LTD.

CONSULTING LAND SURVEYORS

34 BOUGAINVILLE STREET

MANUKA, A.C.T. 2603



8452A  
7PA

17.

TELEPHONE 295 9468

P.O. BOX 3277  
MANUKA, A.C.T. 2603

Directors:

GRAHAM SOWDEN, M.I.S. (Aust.)

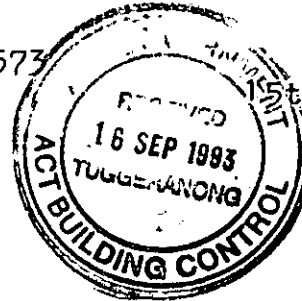
DESMOND J. LILLEY, M.I.S. (Aust.)

PRIVATE TELEPHONES

295-9142

288-4261

REF. 20573



15th September 1993

The Manager  
A & D Constructions  
P O Box 231  
ERINDALE ACT 2903

Dear Sir,

I have surveyed Block 12, Section 548, Division of GORDON in the Tuggeranong District, Australian Capital Territory as delineated on Deposited Plan No.8294, containing an area of 970 square metres and having a frontage of 20.295 metres to Violet Grover Place, such being shown by red edging on the sketch plan endorsed hereon.

Upon this land stands a residence in the course of erection. The sketch shows the position of the residence relative to the boundaries.

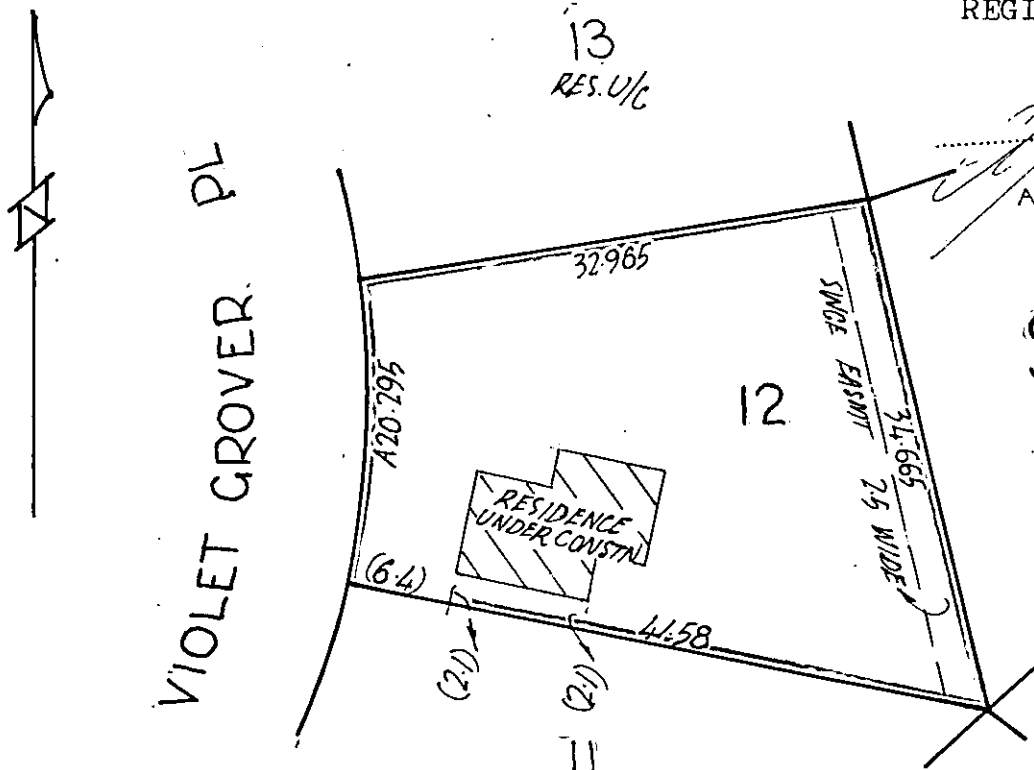
The residence is erected wholly within the boundaries of the land.

At present the land is unfenced.

There are no encroachments by or upon the subject land.

Yours faithfully,

REGISTERED SURVEYOR.



DELEGATE 22/9/93  
A.C.T. Planning Authority

SEC 548

D.P.8294





# Certificate of Occupancy or Use

Persuant to Part V of the Building Act 1972, the building consisting of a  
**NEW RESIDENCE**

situated at  
Division:                      Section:                      Block:                      Unit:  
Gordon                              548                              12

is considered to be substantially in accordance with the prescribed  
requirements for occupancy or use, subject to the endorsements listed below:

Approved plan id's included in this certificate:  
A

Project Number: 21209      Type of construction:      TRIMS Number: 84524  
Classes of occupancy: 01  
Name of Permit Holder: A & D CONSTRUCTIONS

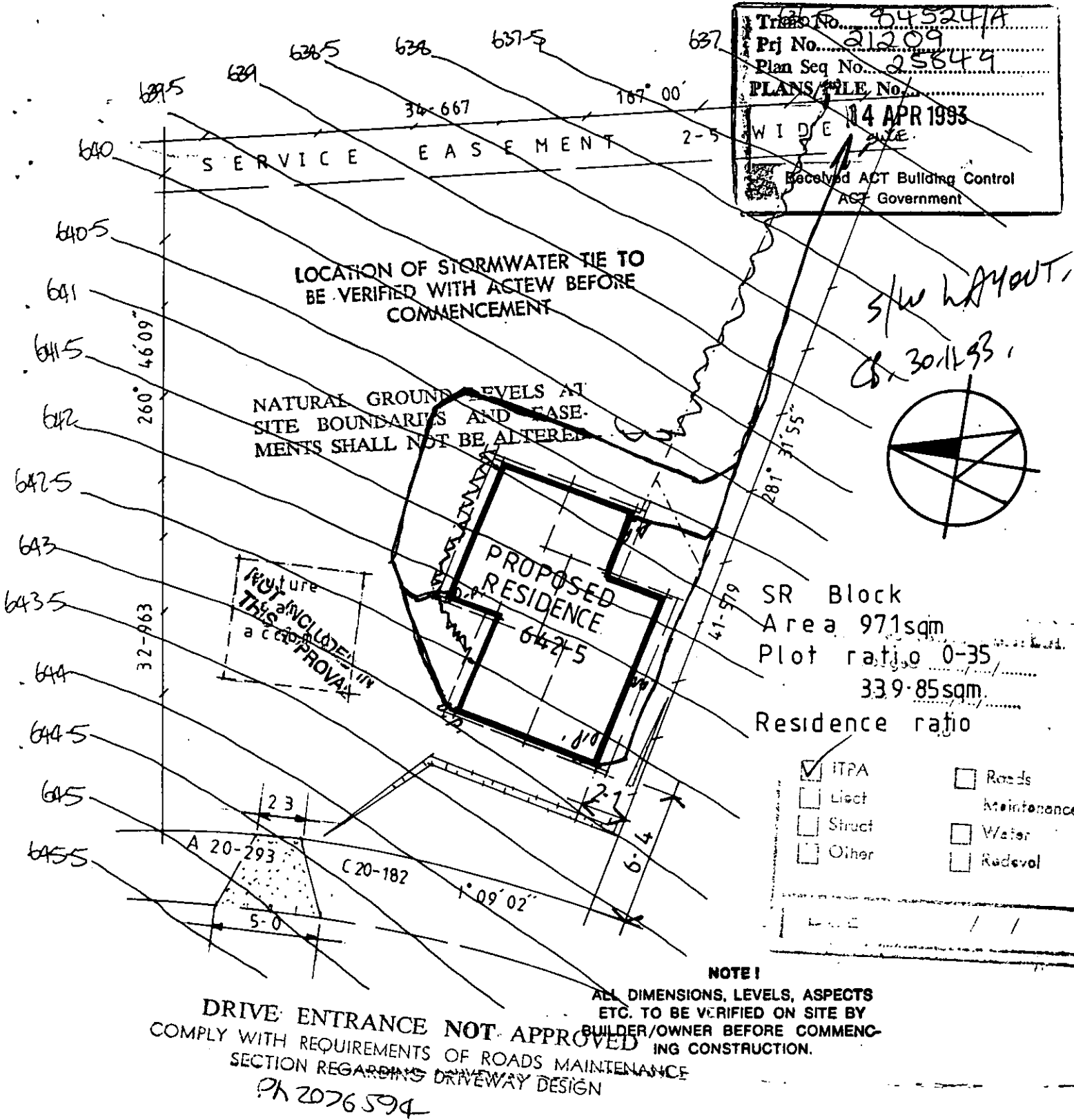
Fit for occupancy or use pursuant S 53[3]

Endorsements:


The issue of this Certificate does not affect the liability of a person to comply with the provisions of a law of the Territory (including the Building Act) relating to the building work nor does it authorise the user of the land contrary to a provision, covenant or condition of lease.

*[Signature]*  
.....  
Deputy Building Controller

2, 12, 93  
.....  
Date



PROPOSED RESIDENCE  
Block 12 Section 548 Gordon  
A & D Constructions

J. A. B. DRAFTING SERVICE 4 PHELAN PLACE WANNIAS

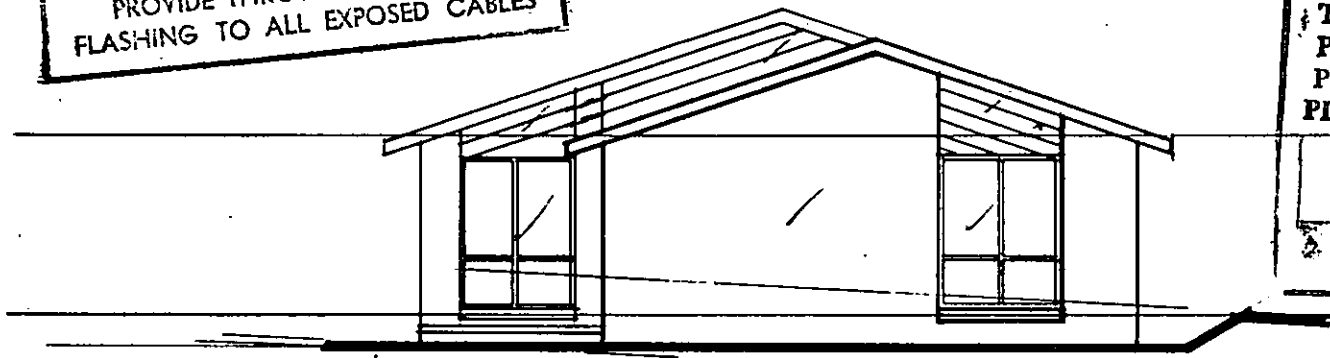
SCALE 1:250

DATE FEB 93

DRAWN S.P.

BUILDINGS DESIGN (SITING)  
AT 104 (AS AMENDED)  
APPROVAL GRANTED  
PURSUANT TO SECTION 8  
13 JUL 1993  
Upeenakihi R  
AUSTRALIAN CAPITAL TERRITORY  
PLANNING AUTHORITY

PROVIDE THROUGH & STEPPED  
FLASHING TO ALL EXPOSED CABLES

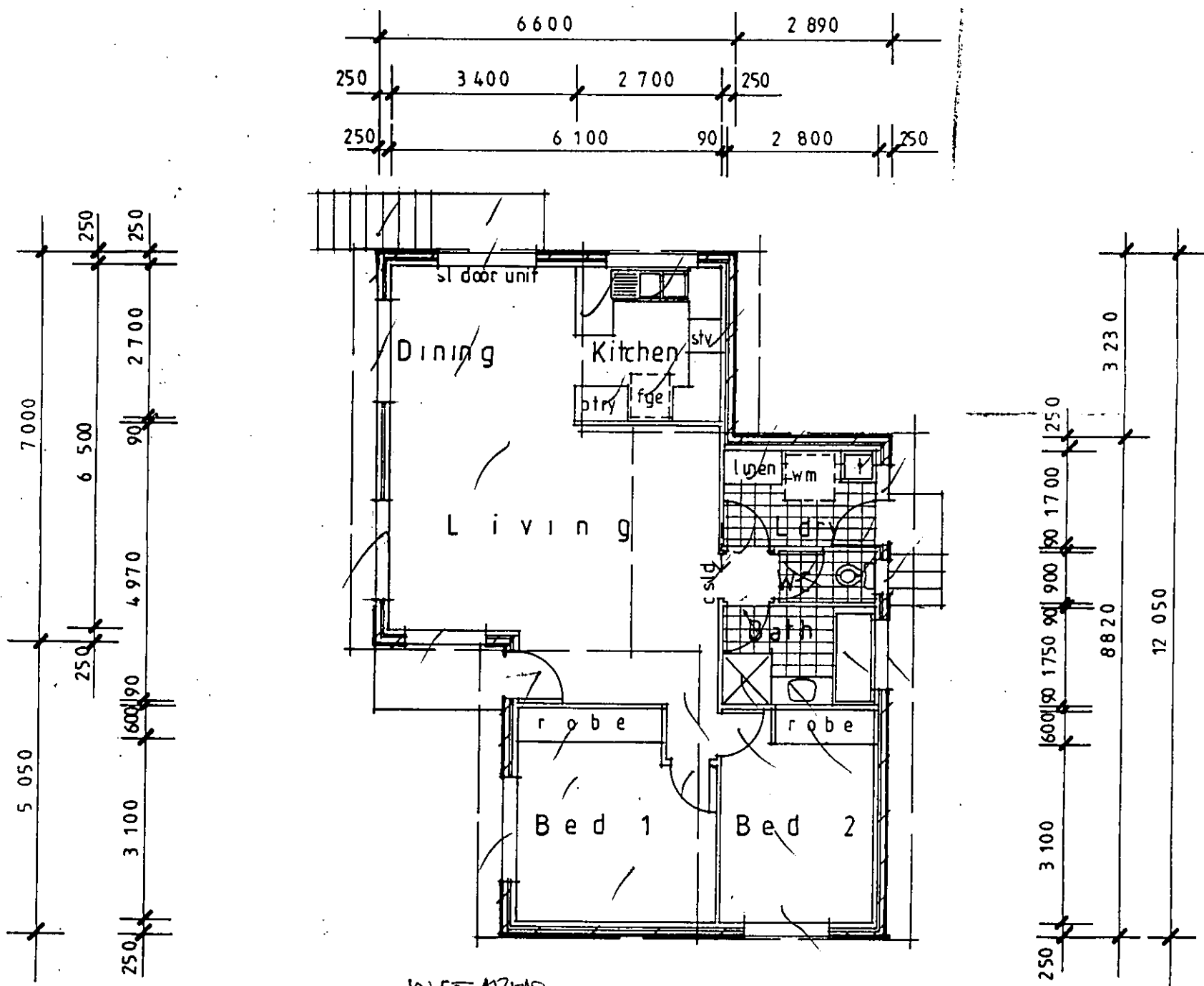


Trims No. 84524/A  
Prj No. ....  
Plan Seq No. ....  
PLANS/FILE No. ....  
14 APR 1993  
Received ACT Building Control  
ACT Government

## WEST ELEVATION

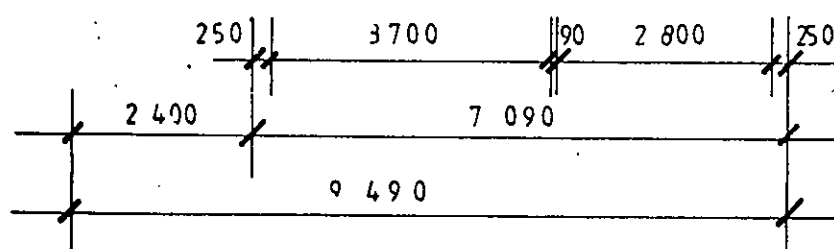
51/2

GLAZING  
B1 TO COMPLY WITH PART  
BUILDING CODE OF AUSTRALIA



FLOOR PLAN  
Area: 92-89 sqm

NET AREAS TO COMPLY WITH PART  
F12 BUILDING CODE OF AUSTRALIA



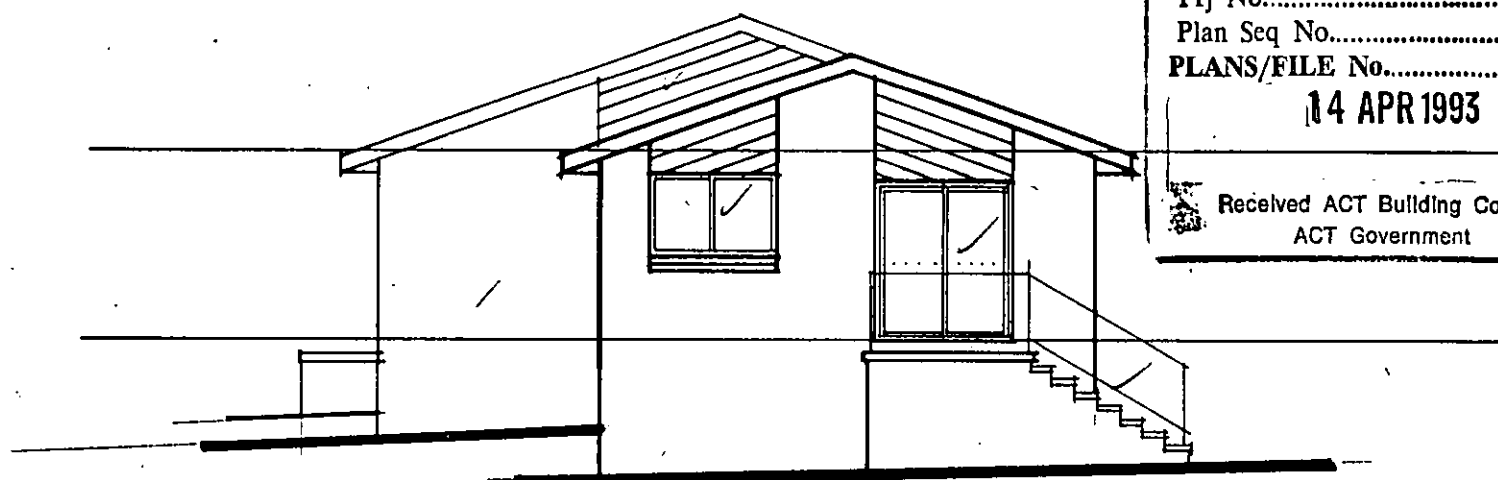
BUILDING NOTE (IN & SITING)  
ALL DIMENSIONS, LEVELS, ASPECTS  
ETC. TO BE VERIFIED ON SITE BY  
BUILDER/OWNER BEFORE COMMENCING  
CONSTRUCTION  
13 JUL 1993  
Australian Capital Territory  
PLANNING AUTHORITY

J.A.B. DRAFTING SERVICE  
4 Phelan place  
Wanniassa A.C.T.  
Ph & Fax 231 0629

PROPOSED RESIDENCE  
Block 12 Section 548 Gordon  
A & D Constructions

scale	dwg no
1:100	2
date	job no
drawn	3384
S.P.	

Trims No. 34524/12  
 Prj No. ....  
 Plan Seq No. ....  
 PLANS/FILE No. ....  
 14 APR 1993  
 Received ACT Building Control  
 ACT Government

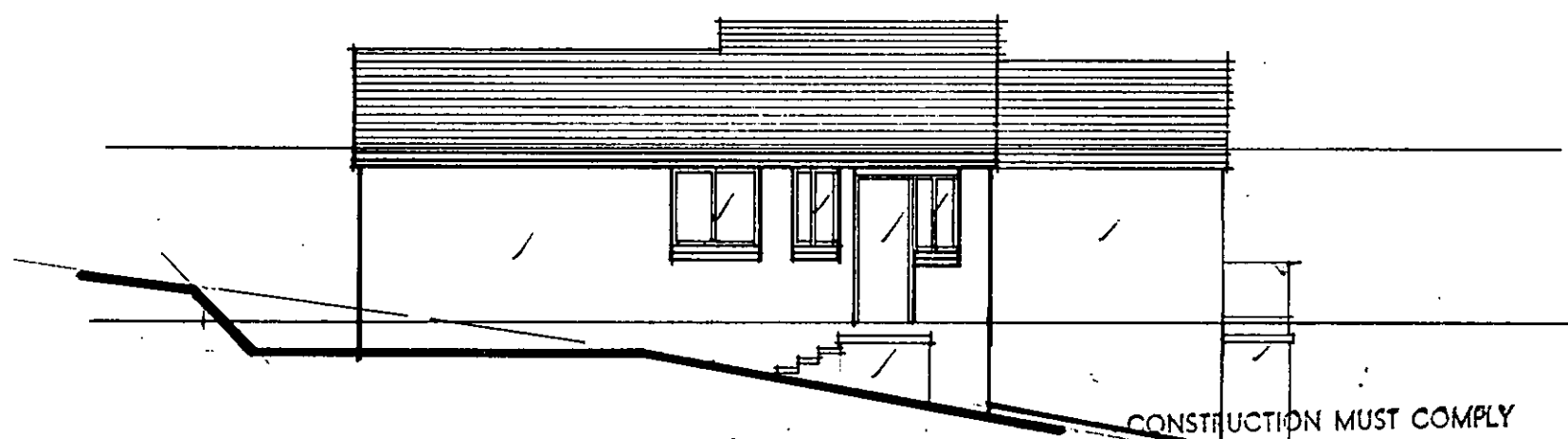


EAST ELEVATION

STEPS, LANDINGS BALUSTRADES TO COMPLY  
 WITH PART D2 BUILDING CODE OF AUSTRALIA



NORTH ELEVATION



SOUTH ELEVATION

CONSTRUCTION MUST COMPLY  
 WITH S. 1684-1979  
 Timber framing code and  
 relevant supplements

13-4° ROOF PITCH.  
 CONC. ROOF TILES AS SELECTED.  
 PREFABRICATED ROOF TRUSSES  
 AT MAX. 900c/s.  
 W/TEL SIZES AS PER TRUSS  
 MANUF. CHARTS.

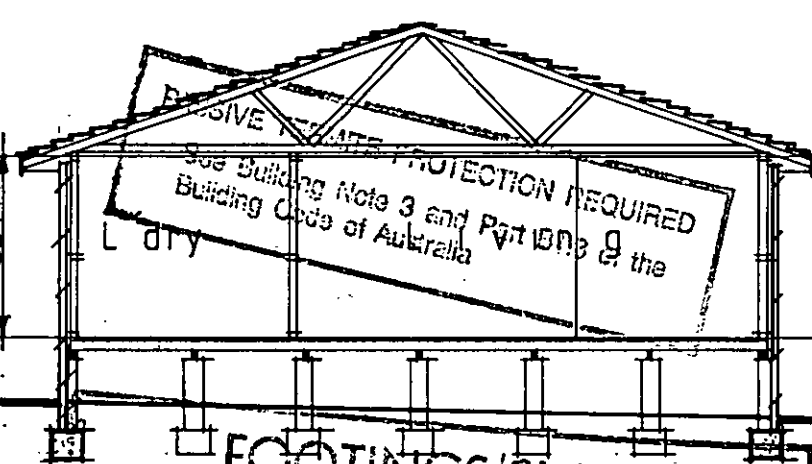
Submit Certification from timber roof  
 truss manufacturer stating that fabri-  
 cated trusses complies with relevant  
 Australian Standards.

90x35 PINE PLATES & NOGGINGS.  
 PROVIDE DOUBLE TOP PLATES TO  
 LOAD BEARING WALLS.

40x35 PINE STUDS AT 400c/s TO  
 LOAD BEARING WALLS & AT  
 600c/s TO NON-LOAD BEARING  
 WALLS.

PLASTERBOARD INTERNAL WALL &  
 CEILING LINING.  
 CEMENT SHEET LINING TO WET  
 AREAS.

STRUCTURAL SHEET FLOORING.  
 100x38 H.W. JOISTS AT 450c/s.  
 100x75 H.W. BEARERS AT 1500c/s.  
 230x230 BRICK PIERS AT 1500c/s.



FOOTINGS/SLABS  
 APPROVAL IS GIVEN SUBJECT  
 TO CONDITIONS OF  
 SITE CLASSIFICATION-ENGINEERING  
 OPTION

FACE BACKWORK AS SELECTED.  
 BUILDINGS (DESIGN & SITING)  
 1964 (AS AMENDED)  
 APPROVAL GRANTED  
 BUILDING SECTION 8  
 1 JUL 1993  
 W. J. ...  
 ACTIAN CAPITAL TERRITORY  
 PLANNING AUTHORITY

J.A.B. DRAFTING SERVICE 4 Phelan place Wanniassa A.C.T. Ph & Fax 231 0629	<div>PROPOSED RESIDENCE</div> <div>Block 12 Section 548 Gordon</div> <div>A &amp; D Constructions</div> <div>Page 43 of 61</div>	<table><tr><td>scale</td><td>dwg no</td></tr><tr><td>1:100</td><td>3</td></tr><tr><td>date</td><td>job no</td></tr><tr><td>FEB 93</td><td>3384</td></tr><tr><td>drawn</td><td></td></tr><tr><td>S.P.</td><td></td></tr></table>	scale	dwg no	1:100	3	date	job no	FEB 93	3384	drawn		S.P.	
scale	dwg no													
1:100	3													
date	job no													
FEB 93	3384													
drawn														
S.P.														



ACT Building, Electrical and Plumbing Control

GPO Box 1908, Canberra ACT 2601

Certificate of Occupancy and Use

Certificate No. 044560N1C1

This Certificate is issued in accordance with Section 69 (2) of the Building Act.

The building work listed on this certificate has been completed substantially in accordance with the prescribed requirements and is considered fit for occupation and use.

Builder	PROFESSIONAL HOME IMPROVEMENTS PTY LTD	Suburb	GORDON	Section	548	Block	12
Notice of Intention to Start Work Number	044560N1	Plan	044560/A				

Building Work

Nature of Work	Project Item Description	Unit	Other Description	Class of Occupancy	Type of Construction
NEW	PERGOLA		AND DECK	10a	NA

Comments

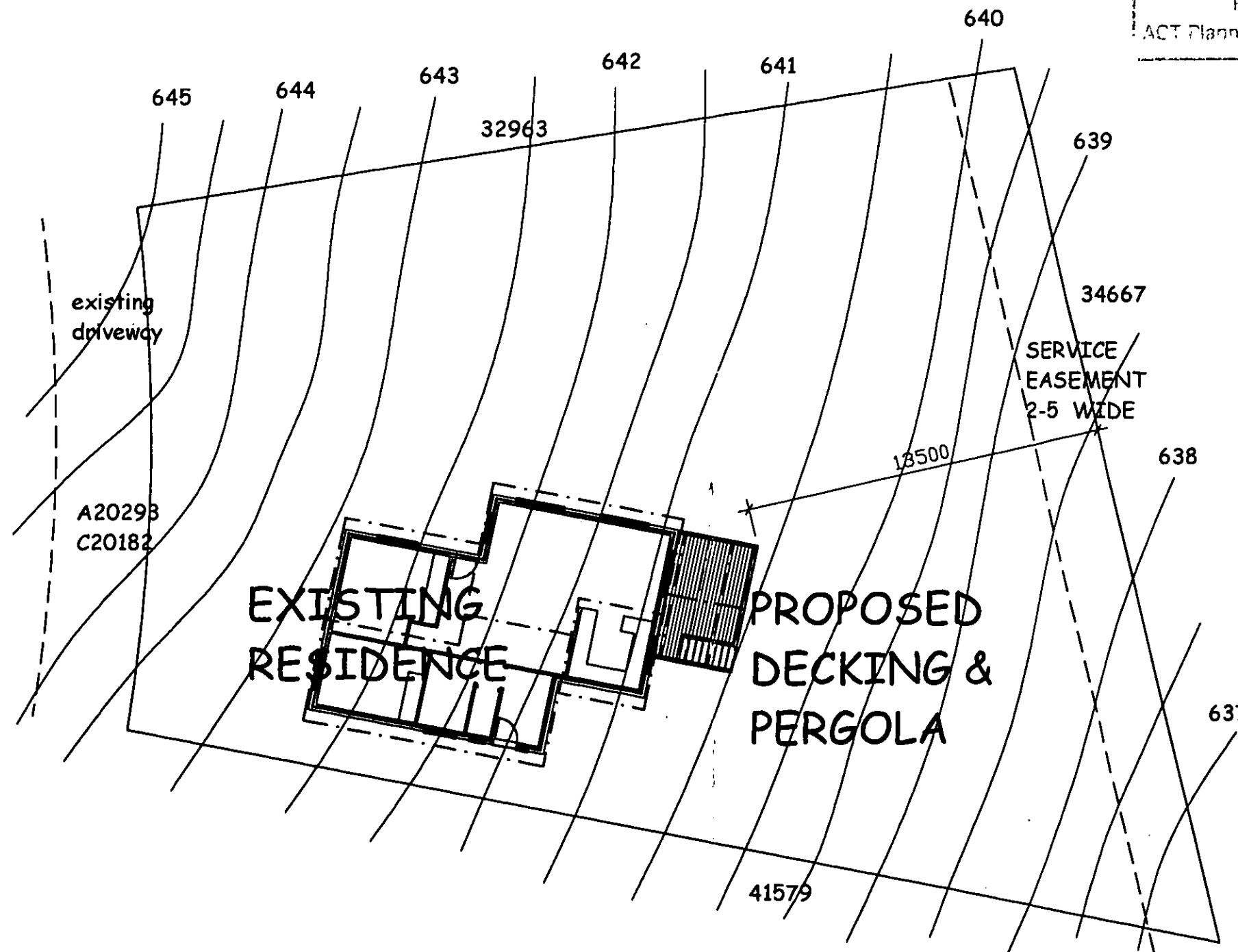
Important note:

- 1. Residential building statutory warranties and residential insurance does not apply in relation to building work.
- 2. The issue, under this Part, of a certificate in respect of a building or portion of a building does not affect the liability of a person to comply with the provisions of a law of the Territory (including this Act) relating to the building or portion of the building.

Natalie Marquette  
NATALIE MARQUETTE  
Delegate of the Registrar

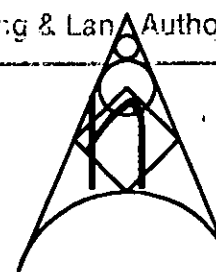
8, 2, 2005  
Date

6 VIOLET GROVER PLACE



Plan No: 044560/A  
03 DEC 2004  
RECEIVED  
ACT Planning & Land Authority

**BUILDING APPROVAL**  
Issued under section 28  
of the Building Act 2004  
29 NOV 2004  
Certified Building Solutions Pty Ltd  
Licence No: 200426203



BLOCK AREA 971sqm

CONNECT ANY SW LINE TO EXISTING  
SW LINE  
NEW LINES TO BE DESIGNED BY  
CERTIFIED PERSONS

**LAND (PLANNING AND ENVIRONMENT)  
ACT 1991**  
**APPROVAL GRANTED**  
PURSUANT TO SECTION 230 OR 245  
19 FEB 2005  
Delegate of the Minister

**JAB DRAFTING  
SERVICE**

4 PHELAN PLACE  
WANNIASSA ACT 2903

Ph & Fax 62310629  
Mobile 0408 625 247

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JAB DRAFTING SERVICE**

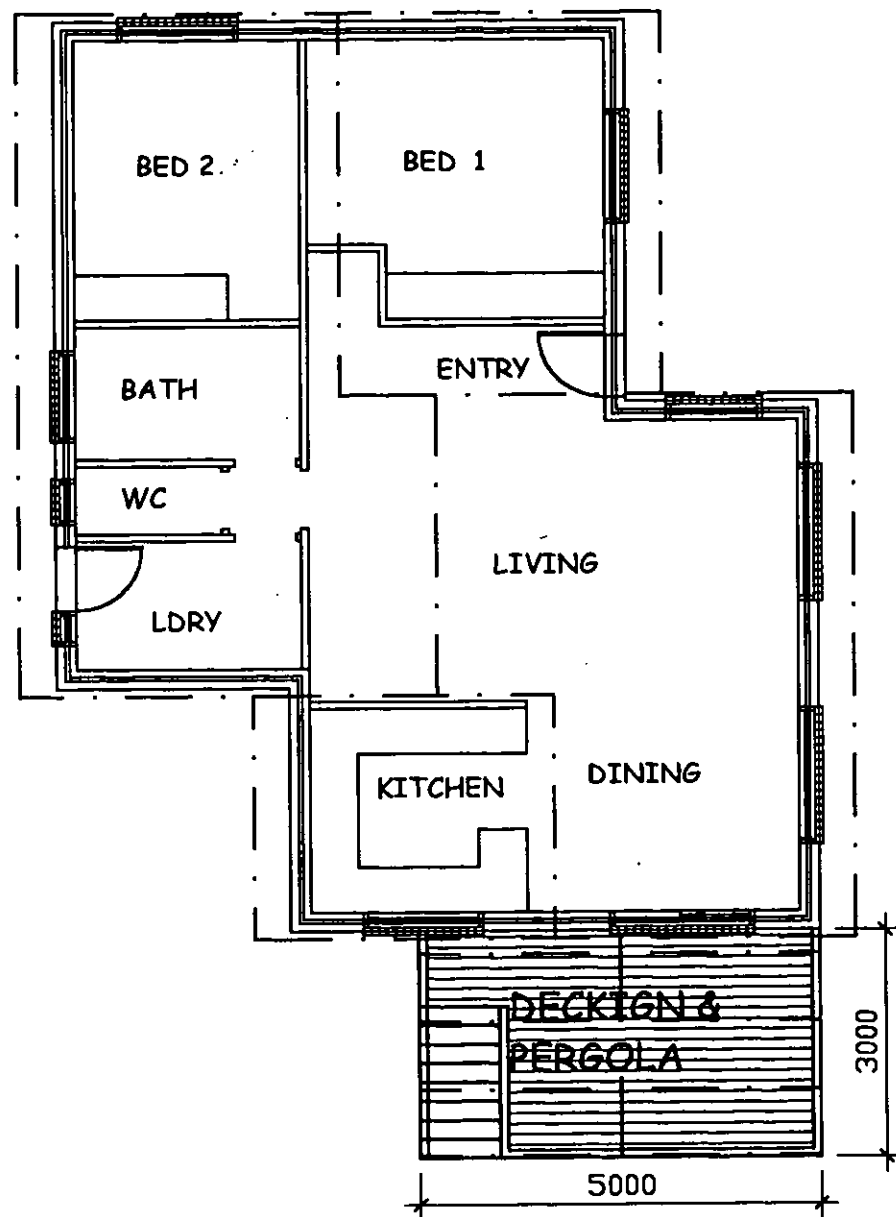
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DO SO WILL RESULT IN LEGAL ACTION.

project **PROPOSED DECKING**  
block 12 section 548 suburb **GORDON**  
client **C. BROWNING**

All levels dimensions aspects etc are to be  
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Any discrepancies must be reported to the  
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All work is to be carried out in accordance  
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Dimensions take preference over scaling.  
Do not scale of drawing to gain information.

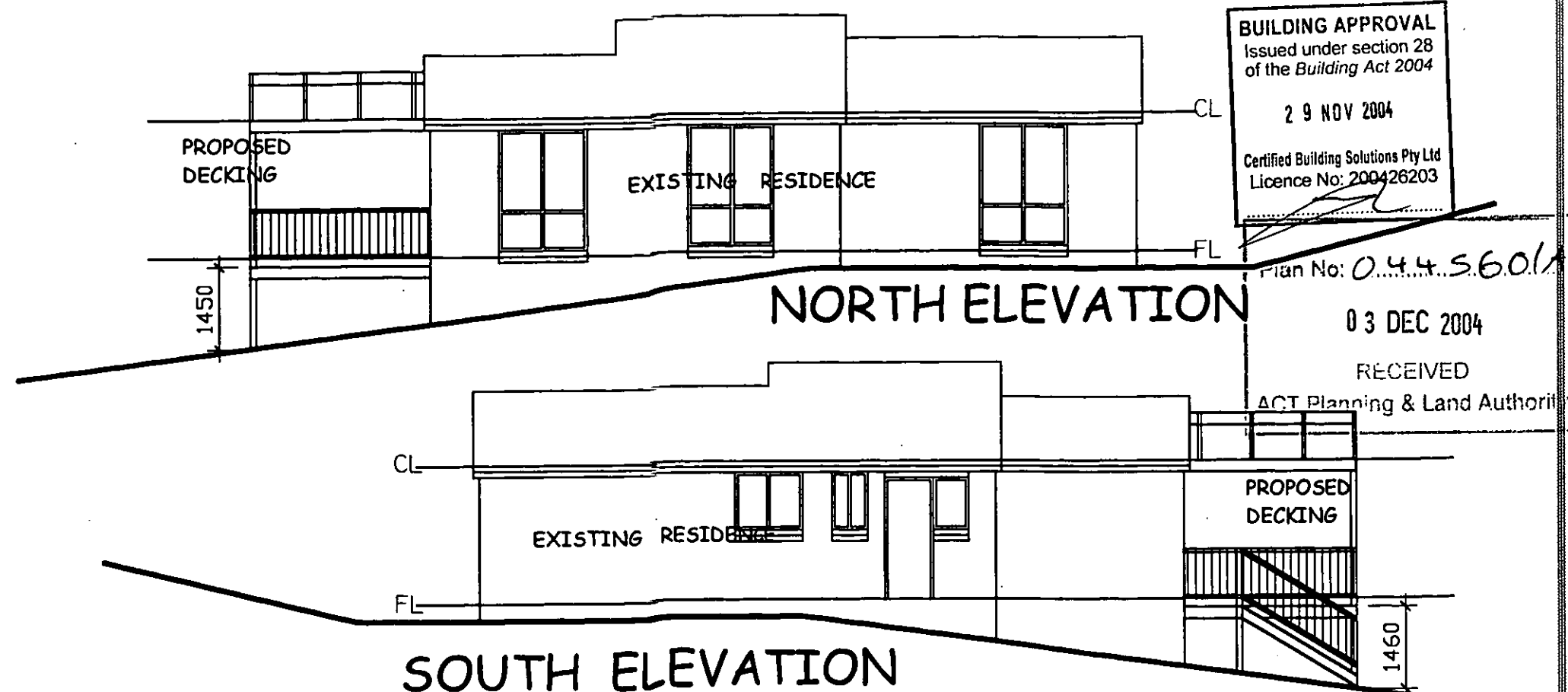
scale  
1 : 200  
date  
DEC 02  
drawn  
SMP

dwg no  
1  
job no  
JN4735



## FLOOR PLAN

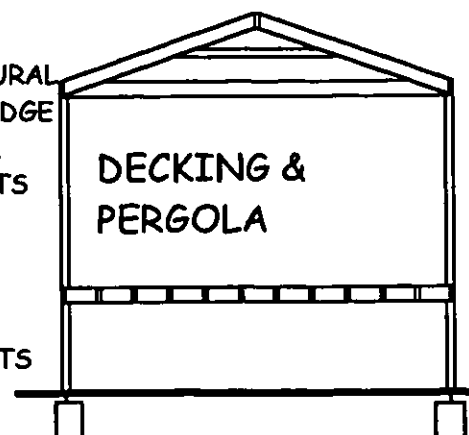
AREA DECKING 15-00sqm



150x50 STRUCTURAL TREATED PINE RAFTERS AT 900 CTRS  
SELECTED SUNTUF ROOFING OR SIMILIAR INSTALLED TO  
MANUF SPEC'S  
200x50 STRUCTURAL TREATED PINE RIDGE BEAM  
100x50 COLLAAR TIE AT EACH SET OF RAFTERS

200x50 STRUCTURAL  
TREATED PINE EDGE  
BEAM HOUSED &  
BOLTED TO POSTS

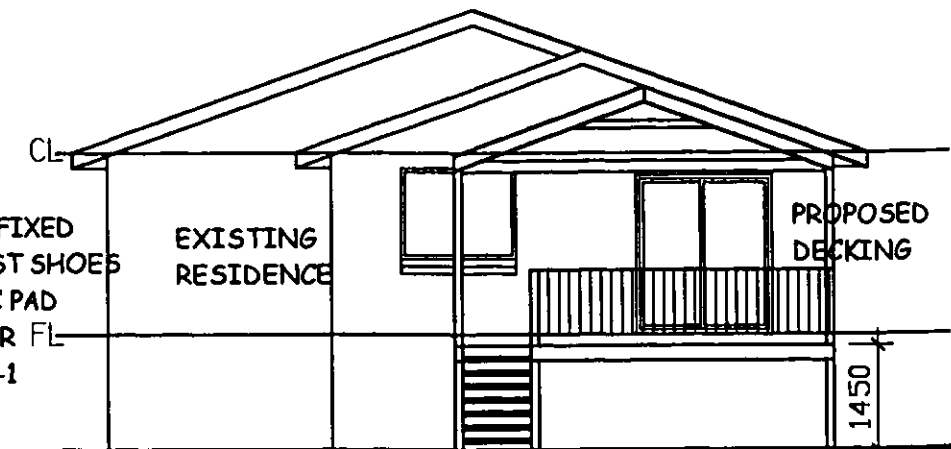
150x50 STRUCTURAL  
TREATED PINE JOISTS  
AT 450CTRS



## TYPICAL SECTION

100x100 POSTS FIXED  
INTO GALV. POST SHOES  
SET INTO CONC PAD  
FOOTING AS PER FL  
SAA CODE 2870-1

SELECTED DECKING  
FIXED AS PER MANUF  
SPEC'S.



## EAST ELEVATION

APPROVAL GRANTED  
PURSUANT TO SECTION 230 OR 245

1 FEB 2003

Delegate of the Minister

BUILDING APPROVAL  
Issued under section 28  
of the Building Act 2004

29 NOV 2004

Certified Building Solutions Pty Ltd  
Licence No: 200426203

Plan No: 0445601

03 DEC 2004

RECEIVED  
ACT Planning & Land Authority

**JAB DRAFTING  
SERVICE**

4 PHELAN PLACE  
WANNIASSA ACT 2903

Ph & Fax 62310629  
Mobile 0408 625 247

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scale  
1:100

date  
DEC 02

drawn  
SP

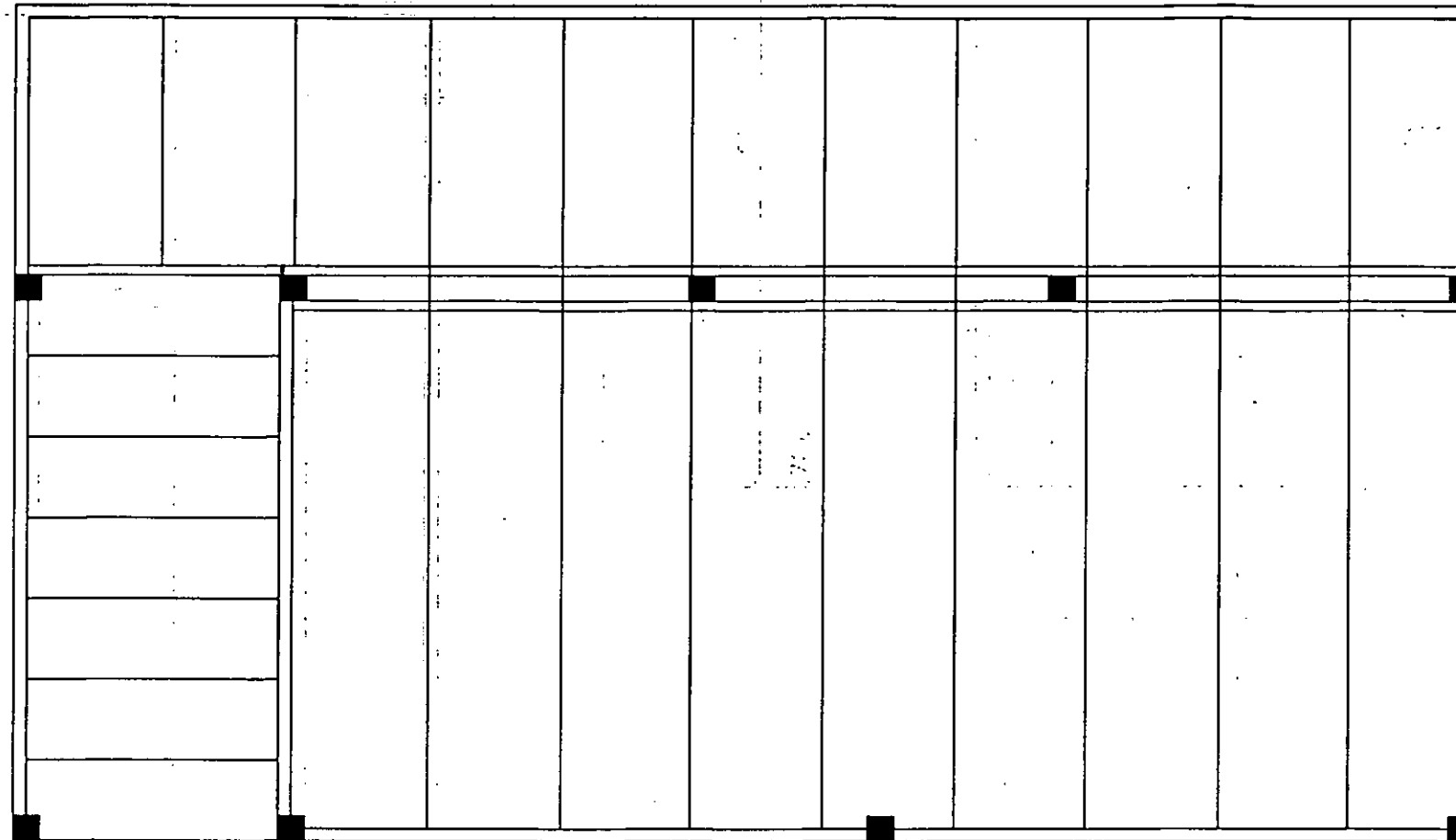
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2

job no  
JN4735

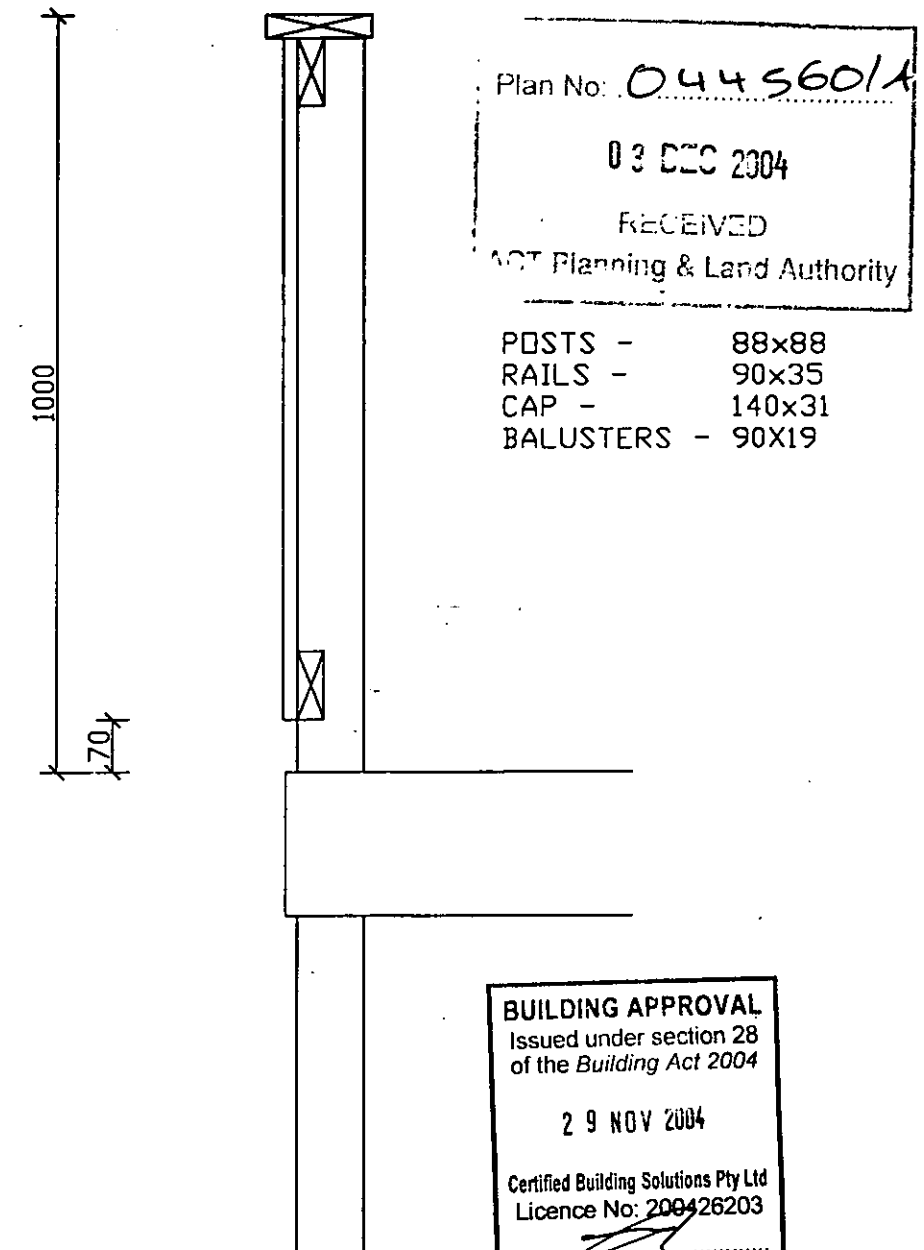


LOAD WIDTH 1500  
BEARERS - 2/140x35 (Bearer span 1300)  
JOISTS - 140x45 @ 450 C/S

FOOTINGS  
GALVANISED SHOES IN 300x300x500 CONCRETE  
PADS



DECK SUBFLOOR 1:25



Plan No: 0445601A  
03 DEC 2004  
RECEIVED  
ACT Planning & Land Authority

POSTS - 88x88  
RAILS - 90x35  
CAP - 140x31  
BALUSTERS - 90x19

BUILDING APPROVAL  
Issued under section 28  
of the Building Act 2004  
29 NOV 2004  
Certified Building Solutions Pty Ltd  
Licence No: 200426203

BALUSTRADE DETAIL 1:10

Contractors to verify location of construction and all  
dimensions prior to commencement of work

Roof Description		Colour Selections				Drawings Authorised				Contract No.	2QU325	BLOCK - 12
Polycarbonate		1				Owners: <i>C. Browning</i>				Copyright	29/10/04	SECTION - 548
		2								Drawing by:	BJP	SUBURB - GORDON
No.	Item	Section	C/s	MR/D	Col.	No.	Item	Section	C/s	MR/D	Col.	SPECIFICATION  All structural timber used shall be LOSP/CCA treated pine MGP10/F7 treated to retention level H3 (posts H4). Structures / timber sizes are in accordance with AS 1684.2-1999, and Solatec Details. Rafters attached to beams, wall plates or existing fascia with metal joist hangers, and fixed to beams with triple grip connectors or similar. All posts bolted to beams with 10mm gal. bolts, and fixed to galvanised post shoes set in bolted concrete bases.
1	Posts	88 X 88		MR		11	Rails	90 x 35		MR		
2	Beams/Chord	190 X 45		MR		12	Balusters	90 X 19		D		
3	Beams			MR		13	Cap	140 X 31		D		
4	Rafters	140 X 45		MR		14	Stringers	240 x 45		MR		
5	Rafters-Sol. perg					15	Treads	2/140 x 45		MR		
6	Ridge/ Hips	190 X 35		MR		16	Herringbone					
7	Collar Ties	90 X 35		MR		17	Joists	140 X 45		MR		
8	Solar battens 33					18	Bearer	2/140 X 35		MR		
9	Purlins	70 X 45		MR		19	Decking	90 X 19		D		
10	Bracing					20	Planter					

# SOLATEC

Solatec Canberra is wholly owned by Professional Home Improvements P/L (ABN.60 763 064995)  
70 Macquoid Street Queanbeyan NSW 2620 Ph 62994566 Fax 62994577  
Professional Home Improvements P/L is an authorised Dealer of Solatec Pty Ltd

CLIENT: MR. C. BROWNING  
Address: 6 VIOLET GROVER PL GORDON ACT 2906

Phone: (H) 6294 5430 (W) 6280 7477 (MOB) (F)

# PLAN OF SANITARY DRAINAGE

DRAINAGE PLAN No 81438

CLIENT A & D CONSTRUCTIONS

BLOCK 12 SECTION 548 GORDON

© COPYRIGHT

## REFERENCES

V.C.P.	VITRIFIED CLAY PIPE	D.T	DISCONNECTOR TRAP
S.V.P.	SOIL VENT PIPE	L.O	INSPECTION OPENING
U.P.V.C.	UNPLASTICISED POLYVINYL CHLORIDE	E.J	EXPANSION JOINT
O.R.G.	OVERFLOW RELIEF GULLY	W.S	WASTE STACK
G.T	GULLY TRAP	I.S	INSPECTION SHAFT
V.P.	VENT PIPE	H.C.	HOSECOCK
F.W.	FLOOR WASTE	S.V	STOP VALVE
S.T	SILT TRAP	J.U.	JUMP UP
		E.V.	EDUCT VENT

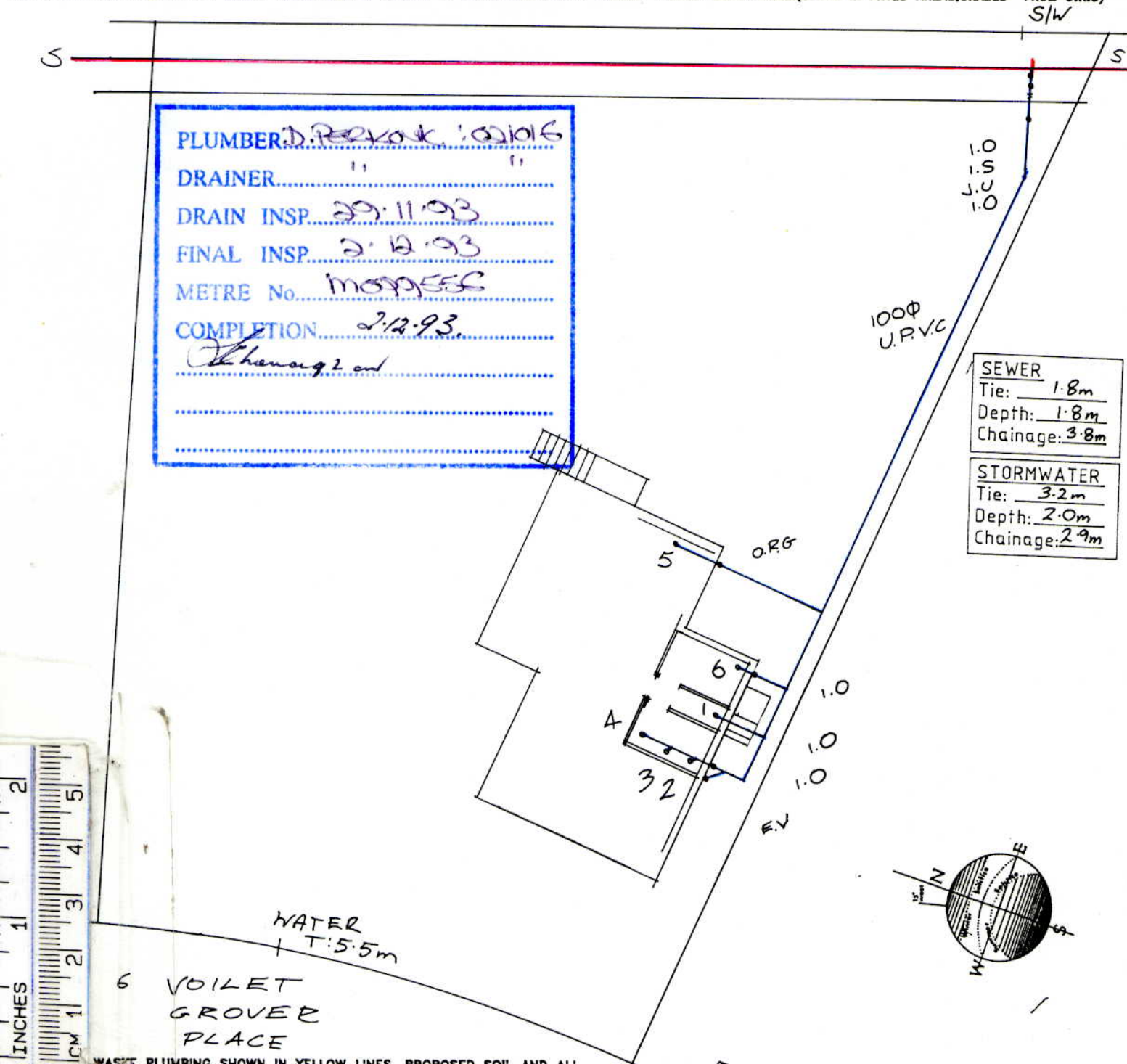
## DESIGNED IN THE ACT



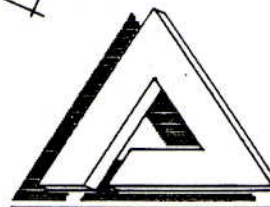
## FIXTURES

- |                     |                      |
|---------------------|----------------------|
| 1. WATER CLOSET ( ) | 7. URINAL ( )        |
| 2. BATH ( )         | 8. CLN'S SINK ( )    |
| 3. BASIN ( )        | 9. BIDET ( )         |
| 4. SHOWER ( )       | 11. DISHWASHER ( )   |
| 5. SINK ( )         | 12. WASH MACH'NE ( ) |
| 6. LAUNDRY TUB ( )  | 13. GLASS WASHER ( ) |

ALL WORK TO BE IN ACCORDANCE WITH THE CANBERRA SEWERAGE AND WATER SUPPLY REGULATIONS. THIS PLAN TO BE READ IN CONJUNCTION WITH APPROVED ARCHITECTURAL PLANS. THIS PLAN HAS BEEN DESIGNED IN ACCORDANCE WITH AS 3500. NATIONAL PLUMBING AND DRAINAGE CODE. ORG TO MAINTAIN A HEIGHT OF 150mm BELOW LOWEST FIXTURE TO BE DRAINED AND A MINIMUM 150mm ABOVE F.G.L. (50mm IN PAVED AREAS, GRADED FROM O.R.G)



WASTE PLUMBING SHOWN IN YELLOW LINES. PROPOSED SOIL AND ALL DRAINS TO BE LAID SHOWN IN BLUE LINES. DRAINS DELETED SHOWN BY RED 'X'. EXISTING DRAINS SHOWN IN GREEN LINES. PROVIDE INSPECTION OPENINGS ON EACH BRANCH OF INTERVALS OF NOT MORE THAN 30m SPACED EQUIDISTANT IMMEDIATELY UP & DOWNSTREAM OF ALL JUMP UPS. VITRIFIED CLAY PIPES TO BE IN ACCORDANCE WITH AS1893 & AS A184. UPVC PIPES TO BE IN ACCORDANCE WITH AS1260. PROVIDE FIRE STOP COLLARS TO ALL UPVC PENETRATIONS OF FIRE RATED FLOORS AND WALLS. THIS BASE DRAINAGE PLAN REMAINS THE PROPERTY OF THE ARCHITECTURAL DESIGN STUDIO & IS NOT TO BE COPIED WITHOUT THE EXPRESS WRITTEN PERMISSION OF ANTHONY BURR. WHILST EVERY PRECAUTION IS TAKEN TO ENSURE THE ACCURACY OF THE NOTES &/OR DRAWINGS NO RESPONSIBILITY &/OR LIABILITY WILL BE ACCEPTED FOR ANY ERRORS &/OR OMISSIONS IN THE TEXT &/OR DRAWINGS. IT IS THE CONTRACTORS RESPONSIBILITY TO ESTABLISH THE LOCATION OF ALL EXISTING SERVICES & THE SUITABILITY OF THE DESIGN PRIOR TO COMMENCING CONSTRUCTION. CHECK POSITION OF TIE PRIOR TO COMMENCING CONSTRUCTION. INSPECTION SHAFT TO BE LOCATED AT THE PROPERTY BOUNDARY IS TO BE RAISED TO GROUND LEVEL IN ACCORDANCE WITH PLUMBING NOTE 3.



ARCHITECTURAL  
DESIGN STUDIO

ARCHITECTURAL & HYDRAULIC CONSULTANT  
45 WILSHIRE ST DICKSON 2602 PH/FAX 248 0162

JOB No 93/2532 SCALE 1:200 DRAWN Anthony Burr

SEWERAGE ENGINEER  
ENGINEER FOR THE CANBERRA SEWERAGE & WATER SUPPLY REGULATIONS.

# Energy Efficiency Rating



## UNDERSTANDING YOUR ENERGY EFFICIENCY RATING (EER)

---

An energy efficiency rating (EER) is a rating used to identify the energy efficiency of homes in the ACT.

The Civil Law (Sale of Residential Property) Act 2003 requires all homes being sold in the ACT to carry an energy efficiency rating (EER). This enables owners and buyers to compare a home's passive energy performance characteristics with others for sale in the Territory.

In the ACT, established homes are assessed using 1st generation software, and can achieve **0 to 6 stars** in the rating scheme.

Houses with a higher EER are more cost and energy efficient, use less energy for heating and cooling, generate lower greenhouse gas emissions, and are more comfortable.

### **What information is taken into account when assessing my homes energy efficiency?**

- Layout of the home
- Construction of its roof, walls, windows, and floor
- Wall, floor, and ceiling insulations
- Orientation of windows and shading of the sun's path and local breezes
- Influence of the local climate
- Air leakages

### **What information is not applicable when assessing my homes energy efficiency?**

- Heating and cooling
- Hot water systems
- Lighting systems and appliances
- Solar panels

### **How can I improve my energy efficiency rating?**

Your energy efficiency report will include a list of design options (unless it's already achieved the maximum rating of 6 stars). This will outline the improvements that can be made to gain additional points and increase the overall star rating of your home.

### **When I built my home, I was provided with a 10-star energy rating. Why has this decreased?**

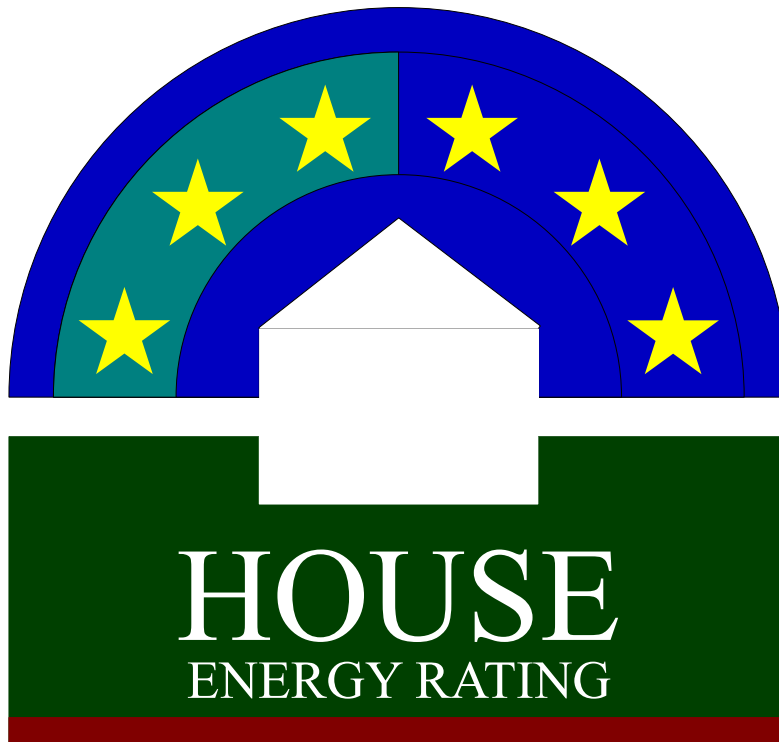
The ACT Government has two software systems in place to generate energy efficiency ratings:

1. Established homes: An on site assessment using 1st generation software. A maximum of 6 stars can be achieved.
2. Brand new homes: A computer based assessment using 2nd generation software. A maximum of 10 stars can be achieved.

If you hold an energy efficiency rating that exceeds 6 stars, it is a 2nd generation EER and would have been provided when your home was brand new.

When assessing a home's energy efficiency for the purpose of sale, property inspection companies are required to use 1st generation software, which will achieve a maximum of 6 stars.

## FirstRate Report



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

**3 STARS**  
**SCORE: -24 POINTS**

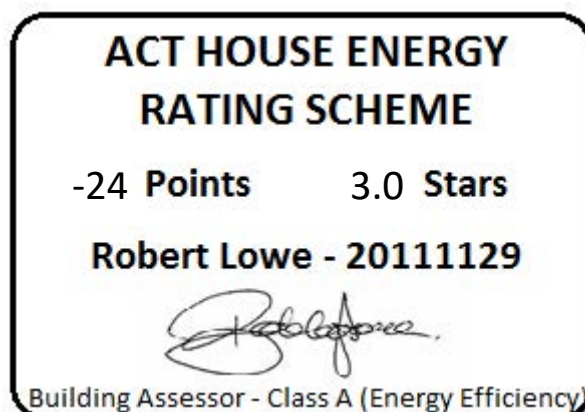
**Name:** Amat

**Ref No:** 59405

**House Title:** Block 12 Section 548 Gordon

**Date:** 15-11-2024

**Address:** 6 Violet Grover Place, Gordon ACT 2906



This rating only applies to the floor plan, construction details, orientation and climate as submitted and included in the attached Rating Summary. Changes to any of these could affect the rating.



# IMPROVING YOUR RATING

The table below shows the current rating of your house and its potential for improvement.

Star Rating	POOR			AVERAGE				GOOD				V. GOOD
	0 Star	★		★★		★★★		★★★★		★★★★★		★★★★★★
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	-24	<div></div>										
Potential	20	<div></div>										

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	9
Change added floor insulation	R 2.5	10
Change curtain to	Heavy Drapes & Pelmets	25

## 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>-24</b>	<b>★ ★ ★</b>
-----------------------	------------	--------------

Largest windows in the dwelling;

**Direction : NNE**

**Area : 11 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.**

ORIENTATION	POINT SCORE	STAR RATING
1. North	-26	★ ★ ☆
2. North East	-20	★ ★ ★
3. East	-22	★ ★ ★
4. South East	-29	★ ★ ☆
5. South	-37	★ ★
6. South West	-42	★ ★
7. West	-45	★ ☆
8. North West	-40	★ ★



FirstRate Mode
Climate: 24

**RATING SUMMARY for:**      **Block 12 Section 548 Gordon, 6 Violet Grover Place, Gordon ACT 2906,**

**Net Conditioned Floor Area:**    **70.3 m<sup>2</sup>**

Feature			Points		
			Winter	Summer	Total
<b>CEILING</b>			<b>-3</b>	<b>-1</b>	<b>-3</b>
Surface Area:	0	Insulation:	-3		
<b>WALL</b>			<b>0</b>	<b>0</b>	<b>0</b>
Surface Area:	-4	Insulation:	4	Mass:	0
<b>FLOOR</b>			<b>-1</b>	<b>-1</b>	<b>-1</b>
Surface Area:	0	Insulation:	-1	Mass:	0
<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	33 %		
Exhaust Fans	0 %	Doors	54 %		
Down Lights	0 %	Gaps (around frames)	13 %		
<b>DESIGN FEATURES</b>			<b>0</b>	<b>1</b>	<b>1</b>
Cross Ventilation	1				
<b>ROOF GLAZING</b>			<b>0</b>	<b>0</b>	<b>0</b>
Winter Gain	0	Winter Loss	0		

WINDOWS							-28	-21	-49
Window Direction	Area		Point Scores						
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total			
NNE	11	15%	-34	28	-11	-18			
ESE	5	8%	-17	3	-2	-15			
SSW	2	3%	-2	1	-1	-2			
WNW	6	9%	-20	13	-7	-14			
Total	24	35%	-72	44	-21	-49			

\* Air movement over glazing can significantly increase winter heat losses. SEAV recommends heating/cooling duct outlets be positioned to avoid air movement across glass or use deflectors to direct air away from glass.

The contribution of heavyweight materials to the window score is -4 points

			Winter	Summer	Total
<b>RATING</b>	<b>★ ★ ★</b>		<b>-27</b>	<b>-21</b>	<b>-24*</b>

\* includes 24 points from Area Adjustment

## Detailed House Data

### House Details

ClientName	Amat
HouseTitle	Block 12 Section 548 Gordon
StreetAddress	6 Violet Grover Place, Gordon ACT 2906
FileCreated	15-11-2024

### Climate Details

State	
Town	
Postcode	
Zone	24

### Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Timber	Enclosed	No	No	No	Carp	R0.0	62.3m <sup>2</sup>
2	Timber	Enclosed	No	No	No	Float Timb	R0.0	16.8m <sup>2</sup>

### Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Veneer	No	R1.5	35.1m	2.4m

### Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Attic - Standard	No	No	R2.0	79.1m <sup>2</sup>

### Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	WNW	2.0m	1.5m	No	SG	ALSTD	HB	No	0.0m	0.0m	0.0m
2	NNE	2.0m	1.8m	No	SG	ALSTD	HB	No	0.6m	0.6m	0.0m
3	NNE	2.0m	1.8m	No	SG	ALSTD	HB	No	0.6m	0.6m	0.0m
4	ESE	2.1m	1.8m	No	SG	ALSTD	HB	No	3.0m	3.0m	0.0m
5	ESE	1.0m	1.5m	No	SG	ALSTD	HB	No	3.0m	3.0m	0.0m
6	SSW	0.9m	0.5m	Yes	SG	TIMB	NC	No	1.2m	1.2m	0.0m
7	SSW	1.0m	0.6m	Yes	SG	ALSTD	NC	No	1.2m	1.2m	0.0m
8	SSW	1.0m	1.2m	Yes	SG	ALSTD	NC	No	0.6m	0.6m	0.0m
9	WNW	2.0m	1.5m	No	SG	ALSTD	HB	Yes	2.0m	0.6m	0.0m
10	NNE	2.0m	1.8m	No	SG	ALSTD	HD	No	0.6m	0.6m	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
1	WNW	2.0m	1.5m	0.0m	0.0m	0.0m	0.0m	3.3m	0.2m	0.0m	0.0m
10	NNE	2.0m	1.8m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	2.4m	2.0m

### Zoning Details

Is there Cross Flow Ventilation ?	Good
-----------------------------------	------

### Air Leakage Details

Location	Suburban
Is there More than One Storey ?	No
Is the Entry open to the Living Area ?	Yes
Is the Entry Door Weather Stripped ?	Yes
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	0	0
Downlights	0	0
Skylights	0	0
Utility Doors	0	3
External Doors	0	0
Unflued Gas Heaters		0
Percentage of Windows Sealed		98%
Windows - Average Gap		Small
External Doors - Average Gap		Small
Gaps & Cracks Sealed		Yes

# Insurance Certificates & Tax Invoice

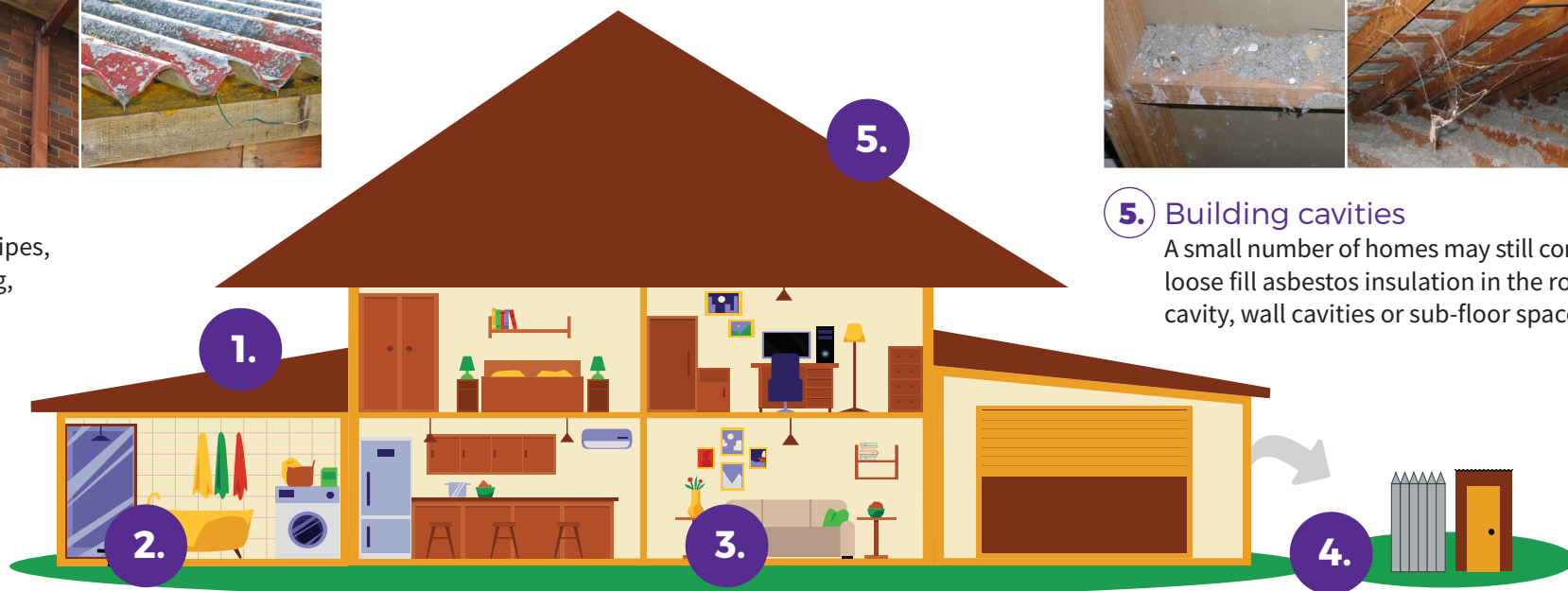


# If a home was built before 1990 it may contain dangerous asbestos material

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



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



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



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



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



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

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

## Assess the risk

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

### Asbestos materials become dangerous when:



Broken or in poor  
condition



Damaged  
accidentally



Disturbed during  
renovation or repairs



Loose fill asbestos  
insulation



## Manage asbestos safely

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

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

For more information, visit [www.worksafe.act.gov.au](http://www.worksafe.act.gov.au) or call Access Canberra contact centre – 13 22 81

Page 59 of 61

If you need interpreting help, telephone the Translating and Interpreting Service on 131 450

Authorised by the ACT Parliamentary Counsel—also accessible at [www.legislation.act.gov.au](http://www.legislation.act.gov.au)

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

## Pest Controllers Combined Liability Certificate of Currency

The Policy below is current until 4.00pm on the expiry date shown below

**INSURED:** ACT Property Inspections Pty Ltd

**BUSINESS DESCRIPTION:** General Pest & Weed Control  
Timber Pest Inspections  
Termite Barrier Installations  
Pre-Purchase House Pest Inspections  
Building Inspections (Non-Pest Related)  
Energy Efficiency Ratings  
Compliance Reports

**POLICY REFERENCE:** 09A349653PLB

**PERIOD OF INSURANCE:** From: 4.00pm on 30/03/2024  
To: 4.00pm on 30/03/2025

**POLICY CLASS:** Pest Controllers Combined Liability

**SUMS INSURED:** **Section 1: General Public & Products Liability**

**\$20,000,000** Our maximum liability in respect of any claim or series of claims for Personal Injury, Property Damage or Advertising Liability caused by or arising out of any one occurrence; and

**\$20,000,000** Our total aggregate liability during any one period of insurance for all claims arising out of Your Product

**Section 2: Professional Indemnity**

**\$5,000,000** Our maximum liability in respect of any Claim or any series of Claims inclusive of costs and expenses.

**\$10,000,000** Our total aggregate liability for all Claims inclusive of costs and expenses.

This Certificate of Currency is subject to the Policy Documentation to be read in conjunction with the Definitions, Conditions and Exclusions in the Pest Controllers Combined Liability Insurance Policy.

Date Issued: 22 March 2024





**ACT  
PROPERTY  
INSPECTIONS**

# TAX INVOICE

Ignacio Ferrer Amat  
6 Violet Grover Pl  
GORDON ACT 2906  
AUSTRALIA

**Invoice Date**  
12 Nov 2024

**Invoice Number**  
INV-59405

ACT Property Inspections  
(02) 6232 4540  
Unit 1, 33 Altree Ct  
PHILLIP ACT 2606  
ABN: 33 600 397 466

Description	Quantity	Unit Price	GST	Amount AUD
ACTPLA Fees - No GST	1.00	180.69	GST Free	180.69
Property Report	1.00	1,372.10	10%	1,372.10
Energy Efficiency Report (Complimentary)	1.00	0.00		0.00
Deferred Payment (Complimentary)	1.00	0.00		0.00
			Subtotal	1,552.79
			TOTAL GST 10%	137.21
			<b>TOTAL AUD</b>	<b>1,690.00</b>

## Due Date: 10 May 2025

Payment terms – Deferred payment account. This account should be paid in full within 14 days on the earlier of:

- (a) Settlement of the property
- (b) If the Property has not been listed for sale within 3 months of the Property Inspection Date
- (c) If the property is no longer listed for sale
- (d) 180 days after the Property Inspection Date

Please pay within the payment terms to avoid the Deferred Payment Fee. Note: all bank/legal fees incurred in obtaining payment will be the customer's responsibility

### Payment Options

Pexa : please quote the invoice number as the reference

Direct Deposit : BSB: 012084 Account Number: 194679655  
Account Name: ACT Property Inspections Pty Ltd  
Please reference your name and invoice number

Cheques : please make payable to ACT Property Inspections Pty Ltd

[View and pay online now](#)