# Contract of sale of land

**Property: 26 Parkside Boulevard, Carrum VIC 3197**

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Endorsed by the Australian Institute of Conveyancers (Victorian Division)

# Contract of sale of land

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## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

**Cooling-off period** (Section 31 of the *Sale of Land Act* 1962)

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you.

You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision.

You are entitled to a refund of all the money you paid EXCEPT for $100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

**EXCEPTIONS:** the 3-day cooling-off period does not apply if:

- you bought the property at a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

## NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

**Off-the-plan sales** (Section 9AA(1A) of the *Sale of Land Act* 1962)

You may negotiate with the vendor about the amount of the deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor

### Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act* 1980 by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act* 2014.

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Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in the law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

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WARNING TO ESTATE AGENTS
DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES
UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

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# Contract of Sale of Land

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.
The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

## SIGNING OF THIS CONTRACT

**WARNING:** THIS IS A LEGALLY BINDING CONTRACT. YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act* 1962.

The authority of a person signing –

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties –

must be noted beneath the signature.

Any person whose signature is secured by an estate agent acknowledges being given by the agent at the time of signing a copy of the terms of this contract.

**SIGNED BY THE PURCHASER:**

..... on ...../……/ 2025

**Print names(s) of person(s) signing:** .....

State nature of authority, if applicable: .....

This offer will lapse unless accepted within [ ] clear business days (3 clear business days if none specified)
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act* 1962

**SIGNED BY THE VENDOR:**

..... on ...../……/ 2025

**Print names(s) of person(s) signing:** **Joanne Elizabeth King**

State nature of authority, if applicable: .....

The **DAY OF SALE** is the date by which both parties have signed this contract.

# Table of Contents


Particulars of sale

Special conditions

General conditions

1. ELECTRONIC SIGNATURE
2. LIABILITY OF SIGNATORY
3. GUARANTEE
4. NOMINEE
5. ENCUMBRANCES
6. VENDOR WARRANTIES
7. IDENTITY OF THE LAND
8. SERVICES
9. CONSENTS
10. TRANSFER AND DUTY
11. RELEASE OF SECURITY INTEREST
12. BUILDER WARRANTY INSURANCE
13. GENERAL LAW LAND
14. DEPOSIT
15. DEPOSIT BOND
16. BANK GUARANTEE
17. SETTLEMENT
18. ELECTRONIC SETTLEMENT
19. GST
20. LOAN
21. BUILDING REPORT
22. PEST REPORT
23. ADJUSTMENTS
24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING
25. GST WITHHOLDING
26. TIME & CO-OPERATION
27. SERVICE
28. NOTICES
29. INSPECTION
30. TERMS CONTRACT
31. LOSS OR DAMAGE BEFORE SETTLEMENT
32. BREACH
33. INTEREST
34. DEFAULT NOTICE
35. DEFAULT NOT REMEDIED


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# Particulars of Sale

**Vendor's estate agent**

Name: O'Brien Real Estate - Chelsea

Address: 463 Nepean Highway, Chelsea VIC 3196

Email: jo.barclay@obre.com.au

Tel: 03 9772 7077 Mob: 0439 394 434 Fax: 03 9772 7022 Ref: Jo Barclay

**Vendor**

Name: Joanne Elizabeth King

Address: 26 Parkside Boulevard, Carrum VIC 3197

ABN/ACN:

Email:

**Vendor's legal practitioner or conveyancer**

Name: Sunnyoaks Conveyancing

Address: Unit 6, 200 Nepean Highway, Aspendale VIC 3195

Email: enquiries@sunnyoaks.com.au

Tel: 03 9782 1432 Mob: Fax: Ref: 24/722

**Purchaser's estate agent**

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

**Purchaser**

Name:

Address:

ABN/ACN:

Email:

**Purchaser's legal practitioner or conveyancer**

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

**Land** (general conditions 7 and 13)

The land is described in the table below –

| Certificate of Title reference | | | | being lot | on plan |
|---|---|---|---|---|---|
| Volume | 09813 | Folio | 263 | 26 | SP 028683J |

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures.

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**Property address**

The address of the land is: 26 Parkside Boulevard, Carrum VIC 3197

**Goods sold with the land** (general condition 6.3(f)) (*list or attach schedule*)

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature

**Payment**

Price $ .....

Deposit $ ..... by / / 2025 (of which $_____ has been paid)

Balance $ ..... payable at settlement

**Deposit bond**

☐ General condition 15 applies only if the box is checked

**Bank guarantee**

☐ General condition 16 applies only if the box is checked

**GST** (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

☐ GST (if any) must be paid in addition to the price if the box is checked

☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

☐ This sale is a sale of a 'going concern' if the box is checked

☐ The margin scheme will be used to calculate GST if the box is checked

**Settlement** (general conditions 17 & 26.2)

**is due on** / / 2025

unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of:

- the above date; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

**Lease** (general condition 5.1)

☐ At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

(**only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document*)

☐ a lease for a term ending on ..... / ..... /20..... with [.....] options to renew, each of [.....] years

OR

☐ a residential tenancy for a fixed term ending on ..... / ..... /20.....

OR

☐ a periodic tenancy determinable by notice

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**Terms contract** (general condition 30)

☐ This contract is intended to be a terms contract within the meaning of the *Sale of Land Act* 1962 if the box is checked. (*Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

**Loan** (general condition 20)

☐ This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender: .....

Loan amount: no more than ..... Approval date: .....

**Building report**

☐ General condition 21 applies only if the box is checked

**Pest report**

☐ General condition 22 applies only if the box is checked

# Special Conditions

**Instructions**: *It is recommended that when adding special conditions:*

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on the last page; and*
- *attach additional pages if there is not enough space.*

☒ **GC 23 – special condition**
For the purposes of general condition 23, the expression “periodic outgoings” does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.

☒ **GC 28 – special condition**
General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

**SPECIAL CONDITION 1** - **Settlement delay and Rescheduling**

Without limiting any other rights of the Vendor, if the Purchaser fails to settle for any reason on the due date for Settlement as set out in the particulars of sale to this Contract (Due Date) or requests an extension to the Due Date, the Purchaser must pay at settlement to the Vendor's representative an amount of $330.00 plus GST representing the Vendor's additional costs and disbursements.

_____

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# General conditions

## Contract signing

**1. ELECTRONIC SIGNATURE**

1.1 In this general condition "electronic signature "means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.

1.2 The parties' consent to this contract being signed by or on behalf of a party by an electronic signature.

1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.

1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.

1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.

1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

**2. LIABILITY OF SIGNATORY**

Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser's obligations as if the signatory were the purchaser in the case of a default by a proprietary limited company purchaser.

**3. GUARANTEE**

The vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company.

**4. NOMINEE**

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

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# Title

**5. ENCUMBRANCES**

5.1 The purchaser buys the property subject to:

(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and

(b) any reservations, exceptions and conditions in the crown grant; and

(c) any lease or tenancy referred to in the particulars of sale.

5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

**6 VENDOR WARRANTIES**

6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.

6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.

6.3 The vendor warrants that the vendor:

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

(d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

26 PARKSIDE BOULEVARD CAIRNLEA VIC 3197


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6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

(a) public rights of way over the land;

(b) easements over the land;

(c) lease or other possessory agreement affecting the land;

(d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

(e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:

(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

(b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

(c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

## 7. IDENTITY OF THE LAND

7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

7.2 The purchaser may not:

(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or

(b) require the vendor to amend title or pay any cost of amending title.

## 8. SERVICES

8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

## 9. CONSENTS

The vendor must obtain any necessary consent or licence required for the vendor to sell the property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

## 10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

## 11. RELEASE OF SECURITY INTEREST

11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must

(a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and

(b) keep the date of birth of the vendor secure and confidential.

126 PARKSIDE BOULEVARD CAPRUM VIC 3197



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11.4 The vendor must ensure that at or before settlement, the purchaser receives—

(a) a release from the secured party releasing the property from the security interest; or

(b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

(a) that—

(i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—

(a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

11.7 A release for the purposes of general condition 11.4(a) must be in writing.

11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay—

as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act* 2009 (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

## 12. BUILDER WARRANTY INSURANCE

The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendor's possession relating to the property if requested in writing to do so at least 21 days before settlement.

## 13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act* 1958 before settlement if the land is the subject of a provisional folio under section 23 of that Act.

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act* 1958.

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13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

13.5 The purchaser is taken to have accepted the vendor's title if:

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

(a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

(b) the objection or requirement is not withdrawn in that time.

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act* 1958.

# Money

## 14. DEPOSIT

14.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

(a) the vendor provides particulars, to the satisfaction of the purchaser, that either-

(i) there are no debts secured against the property; or

(ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and

(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

(c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.

14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act* 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

14.7 Payment of the deposit may be made or tendered:

(a) in cash up to $1,000 or 0.2% of the price, whichever is greater; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

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(d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

## 15. DEPOSIT BOND

15.1 This general condition only applies if the applicable box in the particulars of sale is checked.

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

15.8 This general condition is subject to general condition 14.2 [deposit].

## 16. BANK GUARANTEE

16.1 This general condition only applies if the applicable box in the particulars of sale is checked.

16.2 In this general condition:

(a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and

(b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the bank guarantee expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

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16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

## 17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

## 18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

(a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,

(b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and

(c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:

(a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;

(b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

(a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or

(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

18.7 The parties must do everything reasonably necessary to effect settlement:

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement:

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

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(c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

## 19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

(a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or

(b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

(c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

(d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

19.7 In this general condition:

(a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act* 1999 (Cth); and

(b) 'GST' includes penalties and interest.

## 20. LOAN

20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

(d) is not in default under any other condition of this contract when the notice is given.

20.3 All money must be immediately refunded to the purchaser if the contract is ended.

## 21. BUILDING REPORT

21.1 This general condition only applies if the applicable box in the particulars of sale is checked.

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

(a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

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21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

## 22. PEST REPORT

22.1 This general condition only applies if the applicable box in the particulars of sale is checked.

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

(a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

## 23. ADJUSTMENTS

23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

(b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act* 2005); and

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;

(b) promptly provide the vendor with proof of payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

(a) the settlement is conducted through an electronic lodgement network; and

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(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;

(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

(a) settlement is conducted through an electronic lodgement network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:

(a) so agreed by the vendor in writing; and

(b) the settlement is not conducted through an electronic lodgement network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

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(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

(a) decide if an amount is required to be paid or the quantum of it, or

(b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

(a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

(a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

(b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

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# Transactional

**26. TIME & CO OPERATION**

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

**27. SERVICE**

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

(c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or

(d) by email.

27.4 Any document properly sent by:

(a) express post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;

(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;

(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

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**28. NOTICES**

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

**29. INSPECTION**

The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.

**30. TERMS CONTRACT**

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act* 1962; and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

30.2 While any money remains owing each of the following applies:

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

(i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

**31. LOSS OR DAMAGE BEFORE SETTLEMENT**

31.1 The vendor carries the risk of loss or damage to the property until settlement.

31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2 but may claim compensation from the vendor after settlement.

31.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

**32. BREACH**

A party who breaches this contract must pay to the other party on demand:

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

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# Default

**33. INTEREST**

Interest at a rate of 2% per annum plus the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act* 1983 is payable at settlement on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

**34. DEFAULT NOTICE**

34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

**35. DEFAULT NOT REMEDIED**

35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

35.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

35.3 If the contract ends by a default notice given by the purchaser:

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

35.4 If the contract ends by a default notice given by the vendor:

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

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# GUARANTEE and INDEMNITY

| | | | |
|---|---|---|---|
| I/We | | **of** | |
| And | | **of** | |
| being the **Sole Director / Directors of** | | **ACN** | |

(Called the "Guarantors") IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by:-

a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;

b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;

c) by time given to the Purchaser for any such payment performance or observance;

d) by reason of the Vendor assigning his, her or their rights under the said Contract; and

e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

This | Day of | 20

SIGNED SEALED AND DELIVERED by the said

Print Name

Director(Sign)

In the presence of

Witness

SIGNED SEALED AND DELIVERED by the said

Print Name

Director(Sign)

In the presence of

Witness

Australian Institute of Conveyancers Victorian Division

Victorian Conveyancers' Association Inc.

Sunnyoaks Conveyancing

**6 / 200 Nepean Highway, ASPENDALE 3195**
**Phone: 03 9782 1432**

# SECTION 32 STATEMENT

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

| | |
|---|---|
| **Vendor:** | Joanne Elizabeth King |
| **Property:** | 26 Parkside Boulevard, Carrum VIC 3197<br>Being Lot 26 on Registered Plan of Strata Subdivision 028683J being all the Land described in Certificate of Title Volume 09813 Folio 263 |

**VENDORS REPRESENTATIVE**
Sunnyoaks Conveyancing
Unit 6, 200 Nepean Highway
ASPENDALE VIC 3195

Tel: 03 9782 1432
Email: conveyancing@sunnyoaks.com.au

Ref: KS:24/722

# SECTION 32 STATEMENT
# 26 Parkside Boulevard, Carrum VIC 3197

**32A FINANCIAL MATTERS**

**1.1 Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows:**

| Provider | Amount (& interest if any) | Period |
|---|---|---|
| Kingston Council Rates | As per attached Certificate | Per annum |
| South East Water Rates | As per attached Certificate | Per annum |
| State Revenue Land Tax | As per attached Certificate | Per annum |
| Owners Corporation Fees | As per attached Certificate | Per annum |

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows: As per attached Certificate/s as/if applicable. Otherwise none to the vendors knowledge. At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

### 1.2 Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

| | |
|---|---|
| (a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows | AVPC No. |
| (b) Is the land tax reform scheme land within the meaning of the CIPT Act? | ☐ YES ☒ NO |
| (c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows | Date:<br>OR<br>☒ Not Applicable |

**32B INSURANCE:**

Is contained in the attached Certificate/s.
A copy of the condition report required by section 137B of the *Building Act 1993* is also attached.

**32C LAND USE**

a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows: As set out in the attached copies of title documents and planning information;

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

b) BUSHFIRE
This land IS NOT WITHIN a designated bushfire-prone area within the meaning of the regulations made under the *Building Act 1993*.

**c)** ROAD ACCESS

There is access to the Property by Road.

**d)** PLANNING
Planning Scheme: Kingston Planning Scheme
Responsible Authority: Kingston Council
Zoning / Planning Overlay/s: As per attached planning property report/s. All or part of this property is an area of cultural heritage sensitivity.

## 32D NOTICES

(a) Particulars of any Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affecting the land of which the Vendor might reasonably be expected to have knowledge are: As per attached Certificate/s as/if applicable. Potential purchasers are to make their own due diligence enquiries. Otherwise none to the Vendors knowledge - however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

(b) The Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.

(c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable.

## 32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land): No such Building Permit has been granted to the Vendors knowledge.

## 32F OWNERS CORPORATION

Attached is a copy of the current Owners Corporation Certificate issued in respect of the land together with all documents and information required under section 151 of the *Owners Corporations Act 2006*.

## 32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

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

## 32H SERVICES NOT CONNECTED

**Service**
The telephone is not connected.

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

**32I TITLE**

Attached are the following document/s concerning Title:
a copy of Certificate of Title Volume 09813 Folio 263
a copy of Registered Plan of Strata Subdivision Lot 26 of Strata Plan 028683J

**Notice to Purchaser**
(GST Withholding Regime)

Property: 26 Parkside Boulevard, Carrum VIC 3197
Vendor: Joanne Elizabeth King

The above property is either an Existing Residential Premises or Commercial Residential Premises and therefore the Purchaser is not Required to withhold GST

**DATE OF THIS STATEMENT** ____ / ____ /20 ____

**Name of the Vendor**

**Joanne Elizabeth King**

**Signature/s of the Vendor**

x

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

**DATE OF THIS ACKNOWLEDGMENT** ____ / ____ /20 ____

**Name of the Purchaser/s**

**Signature/s of the Purchaser/s**

x x

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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



VOLUME 09813 FOLIO 263

Security no : 124120724394L
Produced 17/12/2024 11:40 AM

## LAND DESCRIPTION

Lot 26 on Registered Plan of Strata Subdivision 028683J.
PARENT TITLE Volume 09754 Folio 403

## REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
JOANNE ELIZABETH KING of 26 PARKSIDE BOULEVARD CARRUM VIC 3197
AJ302632D 09/11/2011

## ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AJ302633B 09/11/2011
COMMONWEALTH BANK OF AUSTRALIA

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 or Section 12 Strata Titles Act 1967 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

## DIAGRAM LOCATION

SEE SP028683J FOR FURTHER DETAILS AND BOUNDARIES

## ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 26 PARKSIDE BOULEVARD CARRUM VIC 3197

## ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 23/10/2016

## OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. SP028683J

DOCUMENT END



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| | |
|---|---|
| Document Type | **Plan** |
| Document Identification | **SP028683J** |
| Number of Pages (excluding this cover sheet) | **4** |
| Document Assembled | **17/12/2024 11:40** |

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# PLAN OF STRATA SUBDIVISION | EDITION 1 | SP028683J

## LOCATION OF LAND

PARISH: LYNDHURST
TOWNSHIP: -
SECTION: -
CROWN ALLOTMENT: 91 (PT)
CROWN PORTION: -
TITLE REFERENCE: VOL. 9754 FOL. 403
LAST PLAN REFERENCE: LOT 14 ON LP204134H
DEPTH LIMITATION: DOES NOT APPLY
POSTAL ADDRESS: 16 THELMA STREET
CARRUM 3197

**FOR CURRENT OWNERS CORPORATION DETAILS AND ADDRESS FOR SERVICE OF NOTICE SEE OWNERS CORPORATION SEARCH REPORT**

**SURVEYOR'S CERTIFICATE**
Surveyor: RAYMOND GLEN McCOMB
Certification Date: 09/11/1987

**SEAL OF MUNICIPALITY AND ENDORSEMENT**
Sealed pursuant to Section 6 (1) of the Strata Titles Act 1967
by CITY OF CHELSEA on 18/04/1988

**REGISTERED DATE: 27/05/1988**

**PLAN UPDATED BY REGISTRAR IN AN661031Q 20/08/2021**

## LEGEND

THE BUILDINGS IN THE PARCEL CONTAINED IN LOTS 2, 4, 10, 12, 14, 16 TO 22, 24, 26 & 27 ARE SINGLE STOREY BUILDINGS.
THE BUILDINGS IN THE PARCEL CONTAINED IN LOTS 1, 3, 5, 6 TO 9, 11, 13, 15, 23 & 25 ARE PARTLY SINGLE STOREY AND PARTLY TWO STOREY BUILDINGS.

THE UPPER BOUNDARY OF LOTS 1 TO 27 IS TEN METRES ABOVE THAT PART OF THE SITE OF THE RELEVANT LOT.
THE LOWER BOUNDARY OF THESE LOTS IS TWO METRES BELOW THAT PART OF THE SITE.

NO LOT IS AN ACCESSORY LOT.

COMMON PROPERTY IS ALL OF THE LAND IN THE PLAN EXCEPT THE LOTS AND MAY INCLUDE LAND ABOVE AND BELOW THE LOTS. COMMON PROPERTY MAY BE SHOWN AS "CP" ON DIAGRAMS.

BOUNDARIES DEFINED BY STRUCTURE OR BUILDING ARE SHOWN AS THICK CONTINUOUS LINES.
ANY OTHER BOUNDARY IS SHOWN BY A THICK BROKEN LINE.
LOCATION OF BOUNDARIES DEFINED BY STRUCTURE OR BUILDING:
EXTERNAL FACE: BOUNDARIES WHICH LIE ALONG EXTERNAL BUILDING WALLS
MEDIAN: ALL OTHER BOUNDARIES

FOR SITE DIAGRAM SEE SHEET 2

## EASEMENT INFORMATION

**LEGEND:** A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

**ENCUMBRANCES REFERRED TO IN SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN**

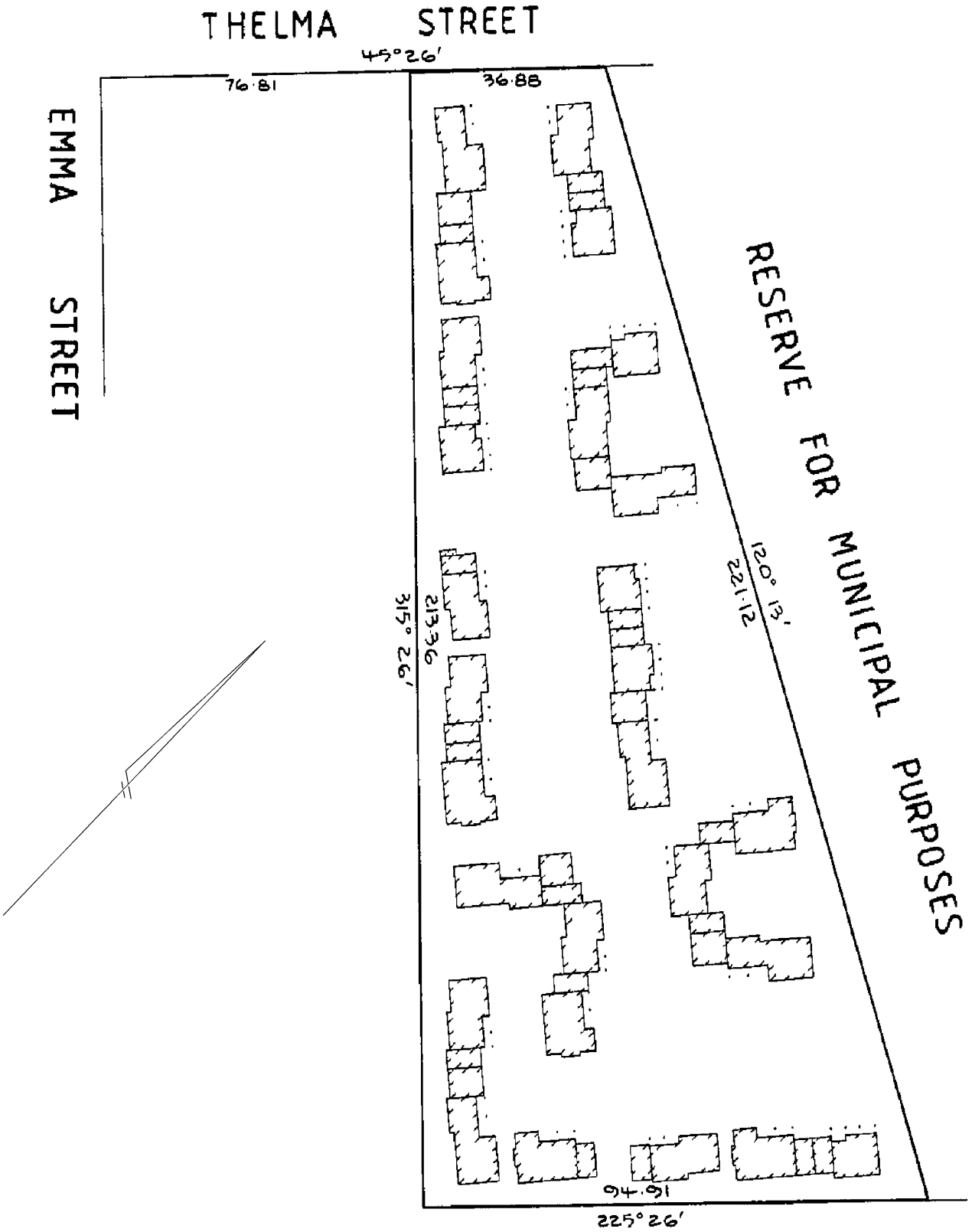
| Easement Reference | Purpose | Width | Origin | Land Benefitted /In Favour Of | Plan Parcel Affected |
|---|---|---|---|---|---|
| | | | | | |

MEASUREMENTS ARE IN METRES

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# PLAN OF STRATA SUBDIVISION

# SP028683J




8 4 0 10 20 30

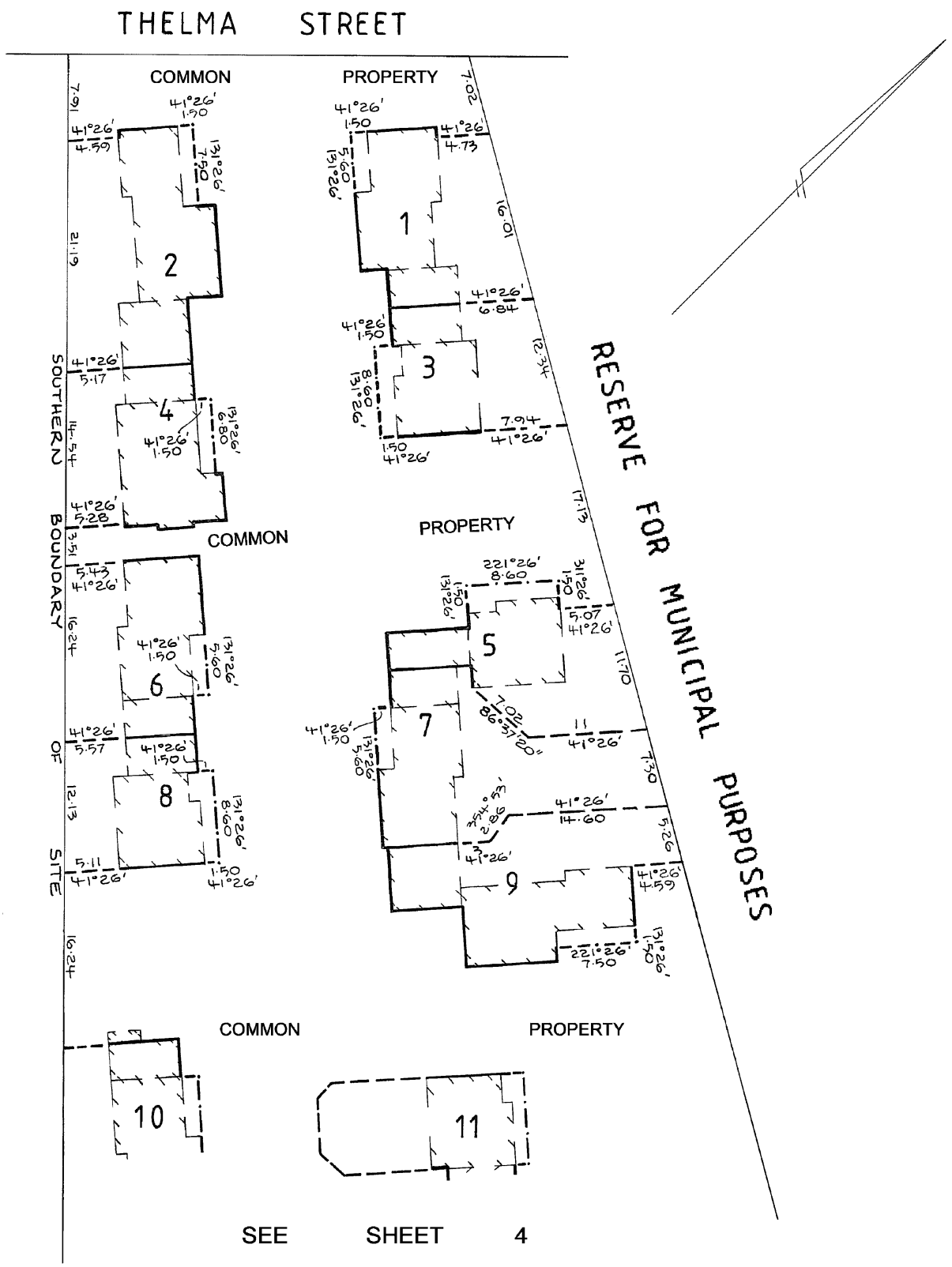
LENGTHS ARE IN METRES

DIAGRAM SHOWING THE EXTERNAL BOUNDARIES OF THE SITE AND THE LOCATION IN RELATION THERETO AT GROUND LEVEL OF ALL BUILDINGS IN THE PARCEL

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# PLAN OF STRATA SUBDIVISION

# SP028683J

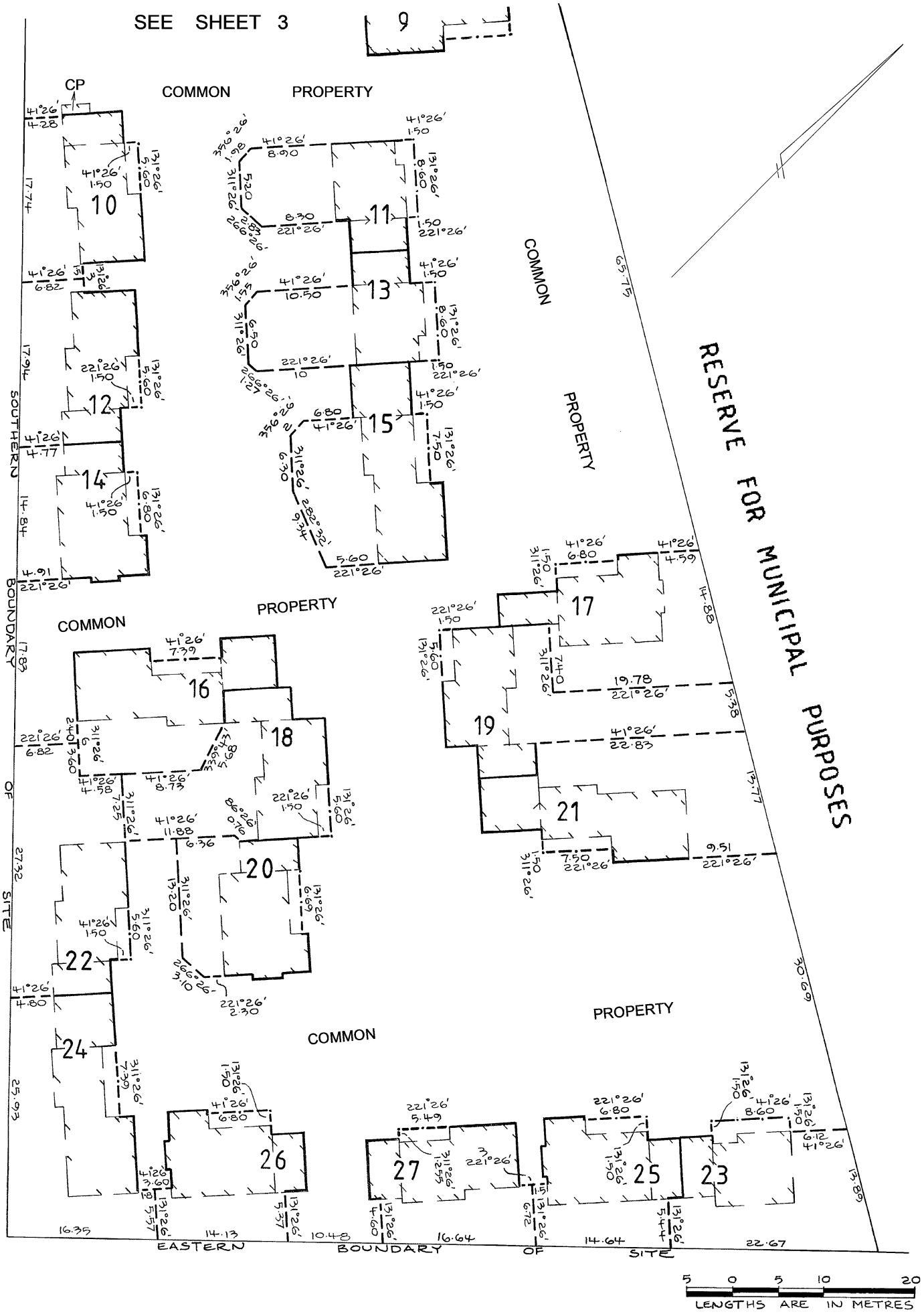



5 0 5 10 20
LENGTHS ARE IN METRES

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# PLAN OF STRATA SUBDIVISION

# SP028683J




MEASUREMENTS ARE IN METRES

SHEET 4

# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION**
**PLAN NO. SP028683J**

The land in SP028683J is affected by 1 Owners Corporation(s)

**Land Affected by Owners Corporation:**
Common Property, Lots 1 - 27.

**Limitations on Owners Corporation:**
Unlimited

**Postal Address for Services of Notices:**
CAMPBELL CORPORATE SERVICES SUITE 4 596 NORTH ROAD ORMOND VIC 3204

AY117363F 26/06/2024

**Owners Corporation Manager:**
NIL

**Rules:**
Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

**Owners Corporation Rules:**
NIL

**Additional Owners Corporation Information:**
NIL

**Notations:**
NIL

**Entitlement and Liability:**
NOTE – Folio References are only provided in a Premium Report.

| Land Parcel | Entitlement | Liability |
|---|---|---|
| Common Property | 0 | 0 |
| Lot 1 | 100 | 100 |
| Lot 2 | 125 | 125 |
| Lot 3 | 125 | 125 |
| Lot 4 | 100 | 100 |
| Lot 5 | 125 | 125 |
| Lot 6 | 100 | 100 |



Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 17/12/2024 11:40:41 AM

**OWNERS CORPORATION**
**PLAN NO. SP028683J**

**Entitlement and Liability:**

NOTE – Folio References are only provided in a Premium Report.

| Land Parcel | Entitlement | Liability |
|---|---|---|
| Lot 7 | 100 | 100 |
| Lot 8 | 125 | 125 |
| Lot 9 | 125 | 125 |
| Lot 10 | 100 | 100 |
| Lot 11 | 125 | 125 |
| Lot 12 | 100 | 100 |
| Lot 13 | 125 | 125 |
| Lot 14 | 100 | 100 |
| Lot 15 | 125 | 125 |
| Lot 16 | 125 | 125 |
| Lot 17 | 100 | 100 |
| Lot 18 | 100 | 100 |
| Lot 19 | 100 | 100 |
| Lot 20 | 100 | 100 |
| Lot 21 | 125 | 125 |
| Lot 22 | 100 | 100 |
| Lot 23 | 125 | 125 |
| Lot 24 | 125 | 125 |
| Lot 25 | 100 | 100 |
| Lot 26 | 100 | 100 |
| Lot 27 | 100 | 100 |
| **Total** | **3000.00** | **3000.00** |

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.



Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

# Owners Corporation Certificate

## s.151(4)(a) Owners Corporations Act 2006 and r.11 Owners Corporations Regulations 2018

| | |
|---|---|
| Owners Corporation No: | SP 28683J |
| Address: | Parkside Boulevard CARRUM VIC 3197 |
| This certificate is issued for: | Lot 26 |
| Postal address is: | 6 / 200 Nepean Highway, ASPENDALE VIC 3195 |
| Applicant for the certificate is: | Kim Saunder - Sunnyoaks Conveyancing |
| Address for delivery of certificate: | enquiries@sunnyoaks.com.au |
| Date that the application was received: | 19/12/2024 |

**IMPORTANT:**

The information in this certificate is issued on 19/12/2024. You should obtain a new certificate for current information prior to settlement.

(a) The current fees for the lot for the financial year 01 October 2024 are paid quarterly and set out below. The annual contribution fee is subject to change depending on the budget set for the year.

The annual Administrative Fund contributions for Lot 26 are $2,463.08 **per annum** commencing on 01/10/2024.Contributions for this plan are raised over 4 **periods** as shown in the table below:

| Period | Amount | Due Date | Status |
|---|---|---|---|
| 01/10/2024 to 31/12/2024 | $553.50 | 01/10/2024 | Paid |
| 01/01/2025 to 31/03/2025 | $636.53 | 01/01/2025 | Prepaid (Credit) |
| 01/04/2025 to 30/06/2025 | $636.53 | 01/04/2025 | Not Due |
| 01/07/2025 to 30/09/2025 | $636.52 | 01/07/2025 | Not Due |
| **TOTAL AMOUNT IN CREDIT AS AT 18/12/2024: $636.53** | | | |

| | |
|---|---|
| **Penalty if unpaid** | 10.00% per annum |
| **Current Levy Year** | 01/10/2024 to 30/09/2025 |

(b) The date to which the fees for the lot have been paid up to is: **31/03/2025**

The total of any unpaid fees or charges for the lot is:
**Total Amount Owing: (c) + (d) = $0.00**

Outstanding amounts are payable by BPAY:

**BPAY Biller Code: 96503**

**Payment Reference No: 23616627800028683269**

(c) *Administrative Fund*

| | |
|---|---|
| Amount owing | $0.00 |
| Interest owing | $0.00 |
| Total amount owing | $0.00 |

*Unallocated Fund*

| | |
|---|---|
| Amount owing | $0.00 |
| Interest owing | $0.00 |
| Total amount owing | $0.00 |

A SALES ADMINISTRATION CHARGE OF $120.00 WILL BE APPLIED TO THE LOT.

(d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are: There are currently no special charges payable by Lot 26 that relate to work performed by the Owners Corporation or some other act that incurs special charge. **Refer to the Minutes of the 24/10/2024 AGM.**

(e) Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above. **Refer to the Minutes of the 24/10/2024 AGM.**

(f) Are there any rules or regulations owners, occupiers or the public are required to adhere to. **Yes, refer to attached Owners Corporation Rules. Owners, occupiers and public are required to comply with the Owners Corporation Rules, Owners Corporations Act 2006, Owners Corporations Regulations 2018 and any Rules of Use and Design Guidelines positioned. Non-compliance to Rules and Regulations may incur additional fees.**

(g) Are there any current non-compliance to the rules or regulations affecting this lot If so, please provide details: **None, to the best of my knowledge.**

(h) The Owners Corporation has the following insurance cover:

| | |
|---|---|
| Policy No: | 38439 |
| Type: | Strata |
| Broker: | Aughtersons Insurance Brokers Pty Ltd<br>P O BOX 427 RINGWOOD VIC 3134 |

| | |
|---|---|
| Insurer: | CHU Underwriting Agencies Pty Ltd<br>Level 21/150 Lonsdale Street<br>MELBOURNE VIC 3000 |
| Premium: | $28,985.00 |
| Paid on: | N/A |
| Policy start date: | 02/05/2024 |
| Next due: | 02/05/2025 |

| Coverage | Insured Amount | Excess | Notes |
|---|---|---|---|
| Fidelity Guarantee | $100,000.00 | | |
| Common Area Contents | $28,844.00 | | |
| Legal Defence Expenses | $50,000.00 | | |
| Buildings Coverage | $11,984,175.00 | | |
| Loss of Rent and Temp. Accommodation | $1,797,626.00 | | |
| Government Audit Costs | $25,000.00 | | |
| Appeal Expenses | $100,000.00 | | |
| Liability to Others | $20,000,000.00 | | |
| Lot owners Fixtures and improvements | $250,000.00 | | |
| Office Bearer's Legal Liability | $500,000.00 | | |
| Voluntary Workers (Death) | $200,000.00 | | |
| Voluntary Workers (Total Disablement per week) | $2,000.00 | | |

(i) Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act If so then provide the date of that resolution: **N/A**

(j) The total funds held by the Owners Corporation are set out in the Financial Statement of Position attached to this Certificate. **Please be advised this report at the time issued to the applicant may reflect unbalanced figures subject to future account roll overs. Please contact our office should you have any further enquiries.**

(k) Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above If so, then provide details: **Refer to the Minutes of the 24/10/2024 AGM.**

(l) Are there any current contracts, leases, licences or agreements affecting the common property If so, then provide details: **None, to the best of my knowledge.**

(m) Are there any current agreements to provide services to lot owners, occupiers or the public If so, then provide details: **None, to the best of my knowledge.**

(n) Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied If so, then provide details: **None, to the best of my knowledge.**

(o) Are there any legal proceedings to which the Owners Corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings If so, then provide details: **None, to the best of my knowledge.**

(p) Has the Owners Corporation appointed, or resolved to appoint, a manager If so, then provide details:

**Campbell Corporate Services**
**Suite 4, 596 North Road**
**Ormond, VIC 3204**
**Telephone: (03) 9575 8000**

(q) Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator. **None, to the best of my knowledge.**

(r) Documents required to be attached to the Owners Corporation certificate are:

- A copy of the minutes of the last annual general meeting of the Owners Corporation
- A copy of the consolidated rules registered at Land Victoria
- A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled *"Statement of Advice and Information for Prospective Purchasers and Lot Owners"*

**IMPORTANT:** This certificate is issued on the following basis:

1. You can inspect the Owners Corporation register for additional information and you should obtain a new certificate for current information prior to settlement.

2. Information provided within this Owners Corporation certificate is valid for a period of 60 days. Applicants who have purchased the OC Certificate may obtain an update free of charge within 60 days from the date of issue by written request to kristy@campbellcs.com.au . Third parties who have made an application for certificates via another organisation are not eligible to request updated OC Certificate/s and must liaise with the organisation they have lodged their application with. A new application will need to be submitted after the 60 day period has lapsed.

3. The information contained in this certificate is correct to the best of the manager's knowledge at the date it is given.

4. The information is subject to change without notice.

5. You are advised that this certificate has been sealed electronically. Your consent to the affixing of the seal electronically will be assumed unless otherwise notified to our office upon receipt. If you do not consent to the affixing of the seal electronically as required under Section 9 (1)(c) of the Electronic Transactions (Vic) Act 2000 please advise the Manager in writing and the actual seal shall be affixed.

6. Additional fees are applicable for all documentation supplied in hard copy.

Requests to inspect the Owners Corporation Register or to obtain a new certificate must be forwarded to:

**Campbell Corporate Services**
**Suite 4, 596 North Road**
**Ormond, VIC 3204**

Requests for Certificate/s must be accompanied by a cheque payable to: **Campbell Corporate Services**
Schedule of rates is available on application to: kristy@campbellcs.com.au.

Phone: **(03) 9575 8000**
Date of Issue: 19/12/2024
This Owners Corporation certificate was prepared by:



Kristy Haritakis
Manager
As the Delegate of the Owners Corporation

## Rules for Owners Corporation

### 1. Health, safety, and security

### 1.1 Health, safety and security of Lot owners, occupiers of Lots and others

A Lot owner or occupier must not use the Lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another Lot.

### 1.2 Storage of flammable liquids and other dangerous substances and materials

1. Except with the approval in writing of the owners corporation, an owner or occupier of a Lot must not use or store on the Lot or on the common property any flammable chemical, liquid or gas or other flammable material.
2. This rule does not apply to—

(a) chemicals, liquids, gases, or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

### 1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other Lots.

### 1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

### 1.5 Fire safety information

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

### 2. Committees and sub-committees

### 2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a subcommittee without reference to the owners corporation.

### 3. Management and administration

### 3.1 Metering of services and apportionment of costs of services

1. The owners corporation must not seek payment or reimbursement for a cost or charge from a Lot owner or occupier that is more than the amount that the supplier would have charged the Lot owner or occupier for the same goods or services.
2. If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the Lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the Lot owner or occupier from the relevant supplier.
3. Subrule (2) does not apply if the concession or rebate—
(a) must be claimed by the Lot owner or occupier and the owners corporation has given the

Lot owner or occupier an opportunity to claim it and the Lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the Lot owner or occupier as a refund.

## 4. Use of common property

### 4.1 Use of common property

1. An owner or occupier of a Lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
2. An owner or occupier of a Lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
3. An approval under subrule (2) may state a period for which the approval is granted.
4. If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
5. An owner or occupier of a Lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
6. Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.
7. The owners corporation may impose reasonable conditions on a Lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

### 4.2 Vehicles and parking on common property

An owner or occupier of a Lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

1. to be parked or left in parking spaces situated on common property and allocated for other Lots; or
2. on the common property so as to obstruct a driveway, pathway, entrance or exit to a Lot; or
3. in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

### 4.3 Damage to common property

1. An owner or occupier of a Lot must not damage or alter the common property without the written approval of the owners corporation.
2. An owner or occupier of a Lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
3. An approval under subrule (1) or (2) may state a period for which the approval is granted and may specify the works and conditions to which the approval is subject.
4. An owner or person authorised by an owner may install a locking or safety device to protect the Lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen, or barrier is soundly built and is consistent with the colour, style and materials of the building.
5. The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

## 5. Lots

### 5.1 Change of use of Lots

An owner or occupier of a Lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the Lot in a way that will affect the insurance premiums for the owners corporation.

**Example**

If the change of use results in a hazardous activity being carried out on the Lot, or results in the Lot being used for commercial or industrial purposes rather than residential purposes.

### 5.2 External appearance of Lots

1. An owner or occupier of a Lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their Lot.
2. An owners corporation cannot unreasonably withhold approval but may give approval subject to reasonable conditions to protect quiet enjoyment of other Lot owners, structural integrity, or the value of other Lots and/or common property.
3. The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
4. The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
5. The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

### 5.3 Requiring notice to the owners corporation of renovations to Lots

An owner or occupier of a Lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other Lot owners' or occupiers' enjoyment of the common property.

## 6. Behaviour of persons

### 6.1 Behaviour of owners, occupiers, and invitees on common property

An owner or occupier of a Lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

### 6.2 Noise and other nuisance control

1. An owner or occupier of a Lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
2. Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

## 7. Dispute resolution

1. The grievance procedure set out in this rule applies to disputes involving a Lot owner, manager, or an occupier or the owners corporation.
2. The party making the complaint must prepare a written statement in the approved form.
3. If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
4. If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
5. The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

   (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

6. A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.

   (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

   (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.

7. If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.
8. This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

## Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

### What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

If you buy into an owners corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to

identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the owners corporation are responsible), you should closely inspect the plan of subdivision.

**How are decisions made by an owners corporation?**

As an owner, you will be required to make financial contributions to the owners corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

**Owners corporation rules**

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures.

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

**Lot entitlement and lot liability**

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

**Further information**

If you are interested in finding out more about living in an owners corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular owners corporation you are buying into you can inspect that owners corporation's information register.

**Management of an owners corporation**

An owners corporation may be self-managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

If you are uncertain about any aspect of the owners corporation or the documents you have received from the owners corporation, you should seek expert advice.

Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

# Certificate of Currency

## CHU Residential Strata Insurance Plan

| | |
|---|---|
| **Policy No** | 38439 |
| **Policy Wording** | CHU RESIDENTIAL STRATA INSURANCE PLAN |
| **Period of Insurance** | 02/05/2024 to 02/05/2025 at 4:00pm |
| **The Insured** | OWNERS CORPORATION PLAN NO. SP 28683 |
| **Situation** | 1-27 PARKSIDE BOULEVARD CARRUM VIC 3197 |

## Policies Selected

**Policy 1 – Insured Property**
Building: $11,984,175
Common Area Contents: $28,844
Loss of Rent & Temporary Accommodation (total payable): $1,797,626

**Policy 2 – Liability to Others**
Sum Insured: $20,000,000

**Policy 3 – Voluntary Workers**
Death: $200,000
Total Disablement: $2,000 per week

**Policy 4 – Fidelity Guarantee**
Sum Insured: $100,000

**Policy 5 – Office Bearers' Legal Liability**
Sum Insured: $500,000

**Policy 6 – Machinery Breakdown**
Not Selected

**Policy 7 – Catastrophe Insurance**
Not Selected

**Policy 8 – Government Audit Costs and Legal Expenses**
Government Audit Costs: $25,000
Appeal expenses – common property health & safety breaches: $100,000
Legal Defence Expenses: $50,000

The contract of insurance is arranged by CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070, AFSL 243261) on behalf of the insurer: QBE Insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545).

**Policy 9 – Lot owners' fixtures and improvements (per lot)**
Sum Insured: $250,000

**Flood Cover is included.**

Date Printed 11/04/2024

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

**MINUTES OF ANNUAL GENERAL MEETING**

**OWNERS CORPORATION PLAN NO: SP 28683J**

**PROPERTY ADDRESS: Parkside Boulevard CARRUM VIC 3197**

| | | | |
|---|---|---|---|
| **Meeting Date:** | Thursday 24 October 2024 | | |
| **Meeting Location:** | Via Zoom Online Video Conference with Link AND for those wanting to attend in person, may attend 14 Parkside Boulevard, Carrum. | | |
| **Time:** | Scheduled Time:<br>06:00 PM | Opened:<br>6:00 PM | Closed:<br>7:20 |

**Lots Represented :**

| Lot | Member Name | Participation |
|---|---|---|
| Lot : 8 (F) | Ms L Mackus | Via Zoom |
| Lot : 11 (F) | Ms T Riley | In person |
| Lot : 14 (F) | Ms M Jenkins | In person |
| Lot : 22 (F) | Mrs H Bird | In person |
| Lot : 24 (F) | Mrs A Archdeacon | In person |

| | |
|---|---|
| **Chairperson :** | Mark Pettifer and Kristy Haritakis of Campbells Corporate Services |
| **Additional Attendees :** | A Sole - Lot 11 |
| **Apologies :** | N/A |
| **Quorum :** | Upon presentation of all proxies and noting all attendances, it was confirmed that as there was less than 50% of occupiable lots represented, a quorum was not achieved and therefore, in accordance with Section 78 of the Owners Corporation Act 2006, all resolutions are interim resolutions for 29 days. Interim resolutions become resolutions of the Owners Corporation 29 days from the date of interim resolution, should not more than 25% of lots petition against the interim resolution. |

1. Motion 1

| **MINUTES OF PREVIOUS MEETING** | **Ordinary Resolution** |
|---|---|
| The Owners Corporation members resolve that the minutes of the previous Annual General Meeting, dated 15 November 2023 be confirmed as a true and correct record of the proceedings of that meeting. | |

| Motion passed by simple majority | | | |
|---|---|---|---|
| **VOTES** | Yes : 5 | No : 0 | Abstain : 0 |

| 2. Motion 2 | |
|---|---|
| **MANAGER'S REPORT** | **Ordinary Resolution** |

That the Owners Corporation Members resolve to acknowledge and accept the manager's report as prepared and presented by the Manager.

Strata Manager's Report for **Parkside Boulevard, CARRUM - OCSP 28683J**

Pursuant to Part 6 Section 126 of the Owners Corporations Act 2006, the Manager of the Owners Corporation must submit a report of the Manager's activities to each Annual General Meeting of the Owners Corporation. The report must include details of professional indemnity insurance held by the Manager in compliance with Section 119 (5).

Please refer to the managers report in the attached documents.

| Motion passed by simple majority | | | |
|---|---|---|---|
| **VOTES** | Yes : 5 | No : 0 | Abstain : 0 |

| 3. Motion 3 | |
|---|---|
| **COMMITTEE REPORT** | **Ordinary Resolution** |

The Owners Corporation Members resolve to acknowledge and accept the **written report** as prepared and presented by the Chairperson of the Committee.

The Owners Corporation Members and Management conveyed their thanks to the Committee and or Chairperson for their service throughout the year.

Committee report is to be sent with the meeting minutes.

The members and manager acknowledge A. Sole for the hard working contributions of the year.

| Motion passed by simple majority | | | |
|---|---|---|---|
| **VOTES** | Yes : 5 | No : 0 | Abstain : 0 |

| 4. Motion 4 | |
|---|---|
| **ELECTION OF COMMITTEE / CHAIRPERSON** | **Ordinary Resolution** |

**Under Part 5 of the Owners Corporation Act 2006:**

**. An Owners Corporation with 10 or more lots, must elect a Committee at each Annual General Meeting.**

**. An Owners Corporation with less than 10 lots, may elect a committee, however a chairperson must be elected.**

A Committee of an Owners Corporation must consist of a minimum of 3 members and a maximum of 7 members, unless resolved by the Owners Corporation to increase the committee members to a maximum of 12.

The owner's corporation members resolve to elect the following committee members of the owner's corporation.

Lot 11 T.Riley

Lot 14 M. Jenkins

Lot 24 A Archdeacon

In accordance with section 100 of the owner's corporation act 2006. The owner's corporation members further resolve that T. Riley of lot 11 has been elected as chairperson of the owner's corporation.

| **Motion passed by simple majority** | | | |
|---|---|---|---|
| **VOTES** | Yes : 5 | No : 0 | Abstain : 0 |

5. Motion 5

| **DELEGATION OF DUTIES** | **Ordinary Resolution** |
|---|---|

On the appointment of the Owners Corporation Manager and the election of the Committee or Chairperson of the Owners Corporation, the Owners Corporation members resolve to delegate all powers and functions of the Owners Corporation to the Manager and Committee / Chairperson of the Owners Corporation, except for:

1. The power or function that requires a unanimous resolution, a special resolution or a resolution at a general meeting.

2. The power to remove a committee or officer of the Owners Corporation.

3. The power to set the annual fees or levies (except in terms of the Act).

| **Motion passed by simple majority** | | | |
|---|---|---|---|
| **VOTES** | Yes : 5 | No : 0 | Abstain : 0 |

6. Motion 6

| **OCCUPATIONAL HEALTH & SAFETY REPORT** | **Ordinary Resolution** |
|---|---|

The Owners Corporation Members resolve to continue to meet their statutory obligations as outlined within the Occupational Health and Safety Act 2004 (Vic), by continuing to audit and identify hazards affecting common property, and to undertake necessary measures, so far as is reasonably practicable, to mitigate the associated risks.

The Professional Occupational Health and Safety (OH&S) Audit has been completed by the Owners Corporation at the time of this meeting. The OH&S was completed on 18/03/2024 by Mabi Services. **Refer to the intelli strata portal. Members who would like further information can be provided upon request.**

It is recommended that the Owners Corporation ensures that either a professional OH&S Report is completed every 3 years and/or that the Chairperson/Committee complete a property risk profile report identifying any breaches or risks at the property.
Please note that if any risk be identified, the risk should be reported to Campbell Corporate Services immediately so the risk can be addressed.

Members resolve that the medium risk items will be actioned according to the OH&S report.

**Motion passed by simple majority**

| | | | |
|---|---|---|---|
| **VOTES** | For : 5 | Against : 0 | Abstain : 0 |

7. Motion 7

| | |
|---|---|
| **ANNUAL ESSENTIAL SAFETY MEASURES REPORT** | **Ordinary Resolution** |

An Owners Corporation has a statutory responsibility to maintain all Essential Safety Measures (ESMs) within the building, including, the maintenance of exits and paths of travel, so to ensure the safety of all occupiers in the complex. All buildings (apart from a Class 1A Residential development), must conduct regular inspections and service of the building's Essential Safety Measures, such as fire detection and alarm systems and fire extinguishers.

As per the National Construction Code (NCC), this Owners Corporation is a Class 1A residential building and does not require regular inspections of the buildings' ESMs and therefore is not required to meet these obligations. However, members are advised of the following;

**It is the responsibility of lot owners and or their appointed representative to ensure:**

**. That, all Essential Services contained within each private lot (including, smoke alarms, fire blankets, egress paths of travel, air conditioning units, etc.) are maintained.**

**. That, no penetrations have occurred in fire walls, doors, or the common areas.**

**. That, stairwells, hallways and any pathways are kept clear of obstructions and trip hazards, at all times.**

**Lot owners are also responsible to report any issues affecting common property and the Owners Corporation, to the office of Campbell Corporate Services immediately when identified, so to ensure building compliance.**

**Motion passed by simple majority**

| | | | |
|---|---|---|---|
| **VOTES** | Yes : 5 | No : 0 | Abstain : 0 |

8. Motion 8

| | |
|---|---|
| **ASBESTOS** | **Ordinary Resolution** |

In accordance with Section 226 of the Occupational Health and Safety Regulations 2007, an Owners Corporation is required to identify all asbestos containing materials on-site, via the completion of an audit of the Common Property and to record the findings in an asbestos register.

**It is recommended that buildings constructed prior to 2004 complete an Asbestos Audit, which must also be updated every 5 years and upon any works being carried out on common property.**

As the last asbestos report was completed by **Mabi in MARCH 2024.**

A copy of report is stored on site and also at the offices of Campbell Corporate Services and via the Intellistrata Portal.

Members noted that asbestos item(Telstra pits)on common property has been rectified.

| **Motion passed by simple majority** | | | |
|---|---|---|---|
| **VOTES** | Yes : 5 | No : 0 | Abstain : 0 |

9. Motion 9

| **INSURANCE - INSURANCE POLICY INFORMATION** | **Ordinary Resolution** |
|---|---|

In accordance with Section 59 of the Owners Corporation Act 2006, An Owners Corporation must take out reinstatement and replacement insurance for all buildings on the common property. It is the responsibility of all Lot Owners to ensure that their property has sufficient insurance to provide protection for items that are not covered under the policy held by the Owners Corporation, including:

. Carpet

. Floating Flooring

. Window Furnishing

. Contents / Landlord Cover

. Public Liability (within apartment)

The details of the current policy held by the Owners Corporation have been provided below:

| | |
|---|---|
| **Policy No:** | 38439 |
| **Type:** | Strata |
| **Broker:** | Aughtersons Insurance Brokers Pty Ltd<br>P O BOX 427 RINGWOOD VIC 3134 |
| **Insurer:** | CHU Underwriting Agencies Pty Ltd<br>Level 21/150 Lonsdale Street MELBOURNE VIC 3000 |
| **Premium:** | $28,985.00 |
| **Paid on:** | N/A |
| **Policy start date:** | 02/05/2024 |

| | |
|---|---|
| **Next due:** | 02/05/2025 |

| Coverage | Insured Amount | Excess | Notes |
|---|---|---|---|
| Fidelity Guarantee | $100,000.00 | | |
| Common Area Contents | $28,844.00 | | |
| Legal Defence Expenses | $50,000.00 | | |
| Buildings Coverage | $11,984,175.00 | $2,000.00 | |
| Loss of Rent and Temp. Accommodation | $1,797,626.00 | | |
| Government Audit Costs | $25,000.00 | | |
| Appeal Expenses | $100,000.00 | | |
| Liability to Others | $20,000,000.00 | | |
| Lot owners Fixtures and improvements | $250,000.00 | | |
| Office Bearer's Legal Liability | $500,000.00 | | |
| Voluntary Workers (Death) | $200,000.00 | | |
| Voluntary Workers (Total Disablement per week) | $2,000.00 | | |

**As disclosed within the Management Agreement, Campbell Corporate Services is paid a fee if placing the insurance cover for your property. The fee renumerates Campbell Corporate Services for processing claims on behalf of the Owners Corporation and enables the Manager to deal directly with your insurer.**

**Owners are to acknowledge that Campbell Corporate Services are authorised under their insurance authority to provide factual advice only and that members are to satisfy themselves that the products being proposed by the insurer/underwriter suit their needs.**

**Motion passed by simple majority**

| | | | |
|---|---|---|---|
| **VOTES** | Yes : 5 | No : 0 | Abstain : 0 |

10. Motion 10

| | |
|---|---|
| **INSURANCE - INSURANCE EXCESS** | **Ordinary Resolution** |

**The Owners Corporation Members resolve that the payment of the excess imposed on claims made against the policy, will be the responsibility of the individual lot where the damage or insurable event**

**has been caused by an act or omission or flow of water from their private lot.**

**It was further resolved that the Owners Corporation will only be responsible for the payment of the excess imposed on claims made against the policy where the damage or insurable event has been caused by an act or omission on or from the common property or a common property service.**

| **Motion passed by simple majority** | | | |
|---|---|---|---|
| **VOTES** | Yes : 5 | No : 0 | Abstain : 0 |

11. Motion 11

| **INSURANCE - OFFICE BEARERS LIABILITY INSURANCE** | **Ordinary Resolution** |
|---|---|

Office Bearer's liability provides financial protection to the Office Bearers, Committee and Representatives of an Owners Corporation for claims made against them for wrongful acts e.g.: 'for doing something they ought not to have done' or conversely 'for not doing something they should have done.' Defence costs (e.g. Solicitors fees, other charges and expenses) are included within the limit of the sum insured.

The Owners Corporation Members resolve that Office Bearer's Liability sum insured is **$500,000.**

Members are to review and decide if changes should be implemented upon the next renewal.

| **Motion passed by simple majority** | | | |
|---|---|---|---|
| **VOTES** | Yes : 5 | No : 0 | Abstain : 0 |

12. Motion 12

| **INSURANCE - INSURANCE VALUATION RENEWAL** | **Ordinary Resolution** |
|---|---|

The Owners Corporation is required under Section 59(2) the Owners Corporation Act 2006, to insure for the cost necessary to replace, repair or rebuild the property to a condition substantially the same, but not better or more extensive than its condition when new; and the payment of expenses necessarily and reasonably incurred in the removal of debris and the remuneration of architects and other persons whose services are necessary, being incidental to the replacement, repair or rebuilding of the damaged property.

In accordance with Section 65 of the Owners Corporation Act 2006, an Owners Corporation must obtain a valuation every 5 years or earlier, for all buildings that it is liable to insure. It is the recommendation to have 3 years.

The last insurance valuation report for the Owners Corporation was completed on 11 February 2021. Therefore a new valuation for insurance purposes is **recommended**

Under the Owners Corporation Act 2006, a valuation must be obtained every 5 years or earlier as determined by the owners corporation the next valuation is due 11 February 2026.

Members resolved to proceed with a new valuation before the next insurance renewal period for 02/05/2025 - 02/05/2026. The committee will facilitate this.

Manager to provide committee/chairperson with details of property valuer.

**Motion passed by simple majority**

| **VOTES** | Yes : 5 | No : 0 | Abstain : 0 |
|---|---|---|---|

13. Motion 13

| **INSURANCE - RENEWAL INSTRUCTIONS** | **Ordinary Resolution** |
|---|---|

The Owners Corporation Members resolve to arrange insurance cover for the forthcoming period of insurance, with the broker and/or insurer of their choosing.

If there are insufficient funds in the Owners Corporation account at the time of the insurance renewal, it was resolved that the Committee would either arrange Insurance Premium Funding (ie a loan that allows the premium to be paid in instalments rather than as a lump sum) or strike a special levy.

| **VOTES** | Option A : 5 | Option B : 0 |
|---|---|---|

14. Motion 14

| **FINANCIAL STATEMENTS** | **Ordinary Resolution** |
|---|---|

The Owners Corporation Members resolve that the Financial Statements for the period **01/10/23 - 30/09/24**, as prepared and presented, be accepted with the closing balances, as follows:

The Administration Fund Closing Balance - $19,319.00
The Maintenance Fund Closing Balance - $0.00

**Motion passed by simple majority**

| **VOTES** | Yes : 5 | No : 0 | Abstain : 0 |
|---|---|---|---|

15. Motion 15

| **FINANCIAL AUDIT** | **Ordinary Resolution** |
|---|---|

In accordance with the Owners Corporation Act 2006, Tier 1 & 2 buildings require an external audit of the financial statements to be completed.

As the property is classified as tier 3, members can choose to have audits / reviews completed by an external party will be at the cost of the Owners.

Members noted that a financial audit is not required.

| Motion passed by simple majority | | | |
|---|---|---|---|
| **VOTES** | Yes : 5 | No : 0 | Abstain : 0 |

16. Motion 16

| **BUDGET - ADMINISTRATION FUND BUDGET** | **Ordinary Resolution** |
|---|---|

The Owners Corporation Members resolve that the Administrative Fund Budget for the period **01/10/24 30/09/25**, be confirmed at **$81,913.21**

This represents an increase of member fees by 15% from their current level

| Motion passed by simple majority | | | |
|---|---|---|---|
| **VOTES** | Yes : 5 | No : 0 | Abstain : 0 |

17. Motion 17

| **BUDGET - MAINTENANCE / SINKING FUND BUDGET** | **Ordinary Resolution** |
|---|---|

The Owners Corporation members resolve **NOT** to establish a maintenance fund in the name of the Owners Corporation.

| **VOTES** | Option A : 5 | Option B : 0 |
|---|---|---|

18. Motion 18

| **BUDGET - LEVY CONTRIBUTIONS** | **Ordinary Resolution** |
|---|---|

The Owners Corporation Resolves that the levy statements be issued in line with the below table in accordance with lot liability.

| Levy Status | Period From | Period To | Due | Admin Fund |
|---|---|---|---|---|
| Already Issued | 01/10/2024 | 31/12/2024 | 01/10/2024 | $16,605.06 |
| To be Issued | 01/01/2025 | 31/03/2025 | 01/01/2025 | $19,095.82 |
| To be Issued | 01/04/2025 | 30/06/2025 | 01/04/2025 | $19,095.82 |
| To be Issued | 01/07/2025 | 30/09/2025 | 01/07/2025 | $19,095.82 |
| **Total** | 01/10/2024 | 30/09/2025 | | $73,892.52 |

| | | | | |
|---|---|---|---|---|
| **Pre-issue 2025** | 01/10/2025 | 31/12/2025 | 01/10/2025 | $19,095.82 |

The Owners Corporation Members resolve that the levy statements be issued **quarterly** in advance and in accordance with lot liability. **Please note:** if your levy frequency is set as quarterly, the first quarter has been issued and collected based on the previous year's budget. The increase/decrease applicable for the new budget will be applied from the second quarter levy notice, onwards

Members may contact the management office to arrange payment plans that align with their needs.

**Motion passed by simple majority**

| | | | |
|---|---|---|---|
| **VOTES** | Yes : 5 | No : 0 | Abstain : 0 |

19. Motion 19

| | |
|---|---|
| **DEBT RECOVERY** | **Ordinary Resolution** |

The Owners Corporation initiate debt recovery proceedings against a Lot if fees or charges are owed to the Owners Corporation 28 days after the date the final fee notice is issued. All costs associated with debt recovery proceedings, including solicitor's charges, will be invoiced to the Owners Corporation account of the relevant Lot and further that the Owners Corporation Manager be authorised to take any action necessary to facilitate the recovery of the debt.

It was further resolved that any person responsible for the Owners Corporation incurring costs as a result of a default or breach of any obligation under the Owners Corporations Act 2006, the Owners Corporations Regulations 2007 or the Rules of the Owners Corporation will be liable and responsible for paying those costs and the Owners Corporation is empowered to take any action necessary to recover the costs from that person.

The Owners Corporation Members resolve that the debt recovery procedure is confirmed as per the below table;

| Stage | Days in Arrears | Action Taken | Debt Recovery Fee |
|---|---|---|---|
| 1 | 7 | Owner Statement | No Fee |
| 2 | 21 | Reminder Notice | No Fee |
| 3 | 30 | Final Fee Notice | $66 |
| 4 | 60 | Debt Collection Notice | $44 |

It was noted that the debt recovery procedure is in accordance with the Owners Corporation Act 2006, and all debt recovery fees are as per the Contact of Appointment.

**Motion passed by simple majority**

| | | | |
|---|---|---|---|
| **VOTES** | Yes : 5 | No : 0 | Abstain : 0 |

20. Motion 20

| PENALTY INTEREST | Ordinary Resolution |
|---|---|

That the Owners Corporation Members to charge interest on outstanding monies owed to the Owners Corporation by a Member 28 days after the due date for payment, at the maximum rate payable under the Penalty Interest Rates Act 1983.

It was noted that all interested collected is to be credited to the Owners Corporation bank account.

It was further resolved to delegate the Manager authority to allow the remission of interest where it considers it appropriate to do so, without the need to consult the committee and report such remissions to the Annual General Meeting.

**Motion passed by simple majority**

| VOTES | Yes : 5 | No : 0 | Abstain : 0 |
|---|---|---|---|

21. Motion 21

| SALES ADMINISTRATION CHARGE | Ordinary Resolution |
|---|---|

The Owners Corporation Members present resolved by simple majority to have the Sales Administration Levy (currently $120) charged to the vendor of the lot for sale.

The $120 sale charge covers our office's administration relating to the sale of a Lot under our management. It includes the following:

Correspondence with sales agents and the Owners Corporation Committee regarding the erecting and removal of FOR SALE signs.

- Receipt and processing of Notice of Disposition.
- Receipt and processing of Notice of Acquisition.
- Recording the transfer of ownership and updating our records with the new Lot Owner's details.
- Issuing the Welcome Pack to the new owner, which includes information on Local Regulations, OC rules, Permissions Granted for the Building, Move In/Out Information, etc.

This is distinct from the OCC fee which relates to the provision of information that is contained within the certificate.

**Motion passed by simple majority**

| VOTES | Yes : 5 | No : 0 | Abstain : 0 |
|---|---|---|---|

22. Motion 22

| UTILITY BROKERING | Ordinary Resolution |
|---|---|

That the Owners Corporation authorise Management to review the common electricity and gas account (where applicable) and will source the best available pricing for the Owners Corporation after the Victorian Default Offer has been released on the 1st of January.

It was further resolved that if Management can achieve a cost saving for the Owners Corporation when compared to the current provider, then the respective account will be automatically transferred after 14-days of the offer being presented to the Owners Corporation, if no instructions have been received not to.

**The committee has completed this service to secure the best deal for the owners' corporation.** The Committee has completed this review to secure the best deal for the Owners' Corporation resulting in a saving of around $500.00 P.A.

**Motion passed by simple majority**

| | | | |
|---|---|---|---|
| **VOTES** | Yes : 5 | No : 0 | Abstain : 0 |

23. Motion 23

| | |
|---|---|
| **PROPERTY MAINTENANCE** | **Ordinary Resolution** |

During the recent meeting, several key maintenance and upkeep issues were discussed and decisions were made as follows:

**PAINTING**
Members noted that it is every owners individual responsibility to paint all private external areas every 10 years. The next one is due in 2028. Members resolved to remind all owners of this again at the next AGM

**GUTTERS**
Members discussed and were reminded that cleaning the gutters around the property is a private matter. This maintenance should be carried out annually to assist with the overall upkeep of the property.

**CONCRETE WORKS**
Pending approval of the budget, members approved the rectification of all medium risk items as identified in the OH&S report. Traffic management will be carried out by the contractor to ensure there is minimal inconvenience and disruption to all residents. Any residents impacted will be notified in advance of any work commencing'.

**FENCE**
Members noted that some of the common property/boundary fences were replaced during the year and noted that the budget includes an allowance for further replacement as required throughout the year. Any residents who notice any fences which may potentially cause injury to people or damage to property are asked to immediately report this to the Manager or the Committee'.

**TREES**
'Members noted that a review of all common property trees has been conducted by a qualified arborist. Any trees or branches that were deemed to be an immediate risk to people or property have been rectified. A couple of trees were identified as being low risk and not requiring immediate action. Committee will work with the arborist to monitor these trees throughout the year and address when needed'.

**Motion passed by simple majority**

| | | | |
|---|---|---|---|
| **VOTES** | Yes : 5 | No : 0 | Abstain : 0 |

24. Motion 24

| MAINTENANCE PLAN RESOLUTION | Ordinary Resolution |
|---|---|

Pursuant to Section 36 of the Owners Corporation Act 2006, Tier 1 and Tier 2 Owners Corporations must prepare and approve a maintenance plan for the property for which it is responsible.

It was noted that, as defined in Section 7 of the Owners Corporation Act 2006, this Owners Corporation considered as a tier 3.

The Owners Corporation has not prepared and approved a Maintenance Plan as it is NOT required.

| VOTES | Option A : 5 | Option B : 0 |
|---|---|---|

25. Motion 25

| MANAGEMENT CONTRACT | Ordinary Resolution |
|---|---|

The Owners Corporation Members resolve to appoint Campbell Corporate Services for a fee of $7,235.64 (including GST) per annum for a 1 year term.

Please note the contract will be sent via DocuSign to Lot 11 & 14.

**Motion passed by simple majority**

| VOTES | Yes : 5 | No : 0 | Abstain : 0 |
|---|---|---|---|

26. Motion 26

| GENERAL BUSINESS | Ordinary Resolution |
|---|---|

**MODEL RULES**
A copy of the model rules has been provided with the meeting agenda.

**Motion passed by simple majority**

| VOTES | Yes : 5 | No : 0 | Abstain : 0 |
|---|---|---|---|

27. Discussion Item 27

**KNOWLEDGE BASE WEBSITE**

In light of recent developments, we are now managing solar panel installations, advertising boards, insurance claim lodgements, payment plan requests, and updates to communication methods through this platform.

We recommend members use this platform for all property related requests.

All requests will be forwarded to the committee for review and approval.

https://ccs.helpjuice.com/ is link for the website to access.

**Motion passed by simple majority**

28. Discussion Item 28

**INTELLI STRATA**

We are excited to share some important news regarding your Owners Corporation management at Parkside Boulevard.

As part of our ongoing commitment to continuous improvement, we have upgraded the software we use to manage your Owners Corporation. This new platform will significantly enhance our communication and provide greater transparency regarding your Owners Corporation's finances and activities.

**Key Features of the Online Portal:**

- **Financial Transparency:** Access detailed insights into your Owners Corporation's financials, including helpful graphs illustrating how your fees are allocated.
- **Documentation Management:** Copies of all correspondence including levies, AGM Minutes, and notices stored in one place for quick reference anytime.
- **Streamlined Invoice Approval:** Committee members will benefit from a more efficient invoice approval process.
- **Maintenance Requests:** Log maintenance requests conveniently through the portal.
- **Job Tracking:** Easily track maintenance items and their status.

**What This Means for You:**

- All correspondence will still come from the same emails you're used to such as info@campbellcs.com.au.
- I will continue to be your Owners Corporation Manager and your primary contact for all things OC related.
- Your OC levies and payment details will remain unchanged, though you will have more payment options available in the portal.
- You can expect a fresh look in our communications, featuring a new font and layout.

**What Do You Need to Do?**

- Nothing at all!

**What's next?**

- You will receive a once off email with your new login details for the portal in a separate email within a

week. No registration necessary!

We are confident that these changes will enhance your experience and look forward to your continued partnership.

**Motion passed by simple majority**

29. Motion 29

| **NEXT ANNUAL GENERAL MEETING** | **Ordinary Resolution** |
|---|---|

The Owners Corporation Members resolve that the next Annual General Meeting will be held:

| | |
|---|---|
| **Date** | October 2025 |
| **Time** | TBA |
| **Venue** | TBA |

The date, time and/or location may be changed in the event of unforeseen circumstances. Management reserves the right to alter the meeting schedule without consultation of the Owners Corporation.

**Note: additional fees will occur for meeting outside business hours**

**Motion passed by simple majority**

| **VOTES** | Yes : 5 | No : 0 | Abstain : 0 |
|---|---|---|---|

30. Motion 30

| **CCS FEEDBACK SURVEY** | **Ordinary Resolution** |
|---|---|

Campbell Corporate Services would welcome your feedback on our service over the last 12 months.

Please complete this feedback form of 6 short questions so that we may continuously improve.

Your manager will copy and paste this link into the meeting chat or you can scan the QR code below.

https://forms.office.com/r/yC9xPJb1Y3

**Motion passed by simple majority**

| **VOTES** | Yes : 5 | No : 0 | Abstain : 0 |
|---|---|---|---|

## PARKSIDE BOULEVARD, CARRUM - LEVY SCHEDULE REPORT

Quarterly levy instalments that would apply to each lot if proposed budgets are accepted at the AGM

| Lot # | Lot Liability | Oct-Dec '24 | Jan-Mar '25 | Apr-Jun '25 | Jul-Sep '25 | FY 25 Total |
|---|---|---|---|---|---|---|
| # 1 | 100 | $553.50 | $636.53 | $636.53 | $636.53 | $2,463.08 |
| # 2 | 125 | $691.88 | $795.66 | $795.66 | $795.66 | $3,078.87 |
| # 3 | 125 | $691.88 | $795.66 | $795.66 | $795.66 | $3,078.87 |
| # 4 | 100 | $553.50 | $636.53 | $636.53 | $636.53 | $2,463.08 |
| # 5 | 125 | $691.88 | $795.66 | $795.66 | $795.66 | $3,078.87 |
| # 6 | 100 | $553.50 | $636.53 | $636.53 | $636.53 | $2,463.08 |
| # 7 | 100 | $553.50 | $636.53 | $636.53 | $636.53 | $2,463.08 |
| # 8 | 125 | $691.88 | $795.66 | $795.66 | $795.66 | $3,078.87 |
| # 9 | 125 | $691.88 | $795.66 | $795.66 | $795.66 | $3,078.87 |
| # 10 | 100 | $553.50 | $636.53 | $636.53 | $636.53 | $2,463.08 |
| # 11 | 125 | $691.88 | $795.66 | $795.66 | $795.66 | $3,078.87 |
| # 12 | 100 | $553.50 | $636.53 | $636.53 | $636.53 | $2,463.08 |
| # 13 | 125 | $691.88 | $795.66 | $795.66 | $795.66 | $3,078.87 |
| # 14 | 100 | $553.50 | $636.53 | $636.53 | $636.53 | $2,463.08 |
| # 15 | 125 | $691.88 | $795.66 | $795.66 | $795.66 | $3,078.87 |
| # 16 | 125 | $691.88 | $795.66 | $795.66 | $795.66 | $3,078.87 |
| # 17 | 100 | $553.50 | $636.53 | $636.53 | $636.53 | $2,463.08 |
| # 18 | 100 | $553.50 | $636.53 | $636.53 | $636.53 | $2,463.08 |
| # 19 | 100 | $553.50 | $636.53 | $636.53 | $636.53 | $2,463.08 |
| # 20 | 100 | $553.50 | $636.53 | $636.53 | $636.53 | $2,463.08 |
| # 21 | 125 | $691.88 | $795.66 | $795.66 | $795.66 | $3,078.87 |
| # 22 | 100 | $553.50 | $636.53 | $636.53 | $636.53 | $2,463.08 |
| # 23 | 125 | $691.88 | $795.66 | $795.66 | $795.66 | $3,078.87 |
| # 24 | 125 | $691.88 | $795.66 | $795.66 | $795.66 | $3,078.87 |
| # 25 | 100 | $553.50 | $636.53 | $636.53 | $636.53 | $2,463.08 |
| # 26 | 100 | $553.50 | $636.53 | $636.53 | $636.53 | $2,463.08 |
| # 27 | 100 | $553.50 | $636.53 | $636.53 | $636.53 | $2,463.08 |
| | **3000** | **$16,605.06** | **$19,095.82** | **$19,095.82** | **$19,095.82** | **$73,892.52** |

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# Asbestos Inspection Report & Register

**REPORT No: ASIR 34404**
**INSPECTION DATE: 18/03/2024**
**INSPECTED by: RFI**




**PROPERTY DETAILS**
**Property Description:** Single & Double Storey Residential Units
**Contact/Representative**: OC Manager - Campbell Corporate Services
**Address:** Parkside Boulevard, Carrum VIC 3197
**OC No:** 28683

strata community association VIC Gold Sponsor
REGISTERED Building Practitioner
MASTER BUILDERS VICTORIA

## Contents


*1. REPORT PURPOSE ..... 3*

1.1. SCOPE ..... 3

1.2. OUT OF SCOPE ..... 3

*2. LIMITATIONS ..... 3*

*3. THE PREMISES ..... 3*

3.1. DESCRIPTION ..... 3

3.2. INSPECTION DETAILS ..... 3

*4. RISK ASSESSMENT ..... 4*

4.1. RISK MATRIX ..... 4

*5. REPORT/REGISTER ..... 5*

*6. SUMMARY ..... 9*

## 1. REPORT PURPOSE

The aim of this report is to be utilised as a means of formal regular reporting on the current status of key Asbestos Containing Materials (ACM) issues relating to the owners/managers premises. The observations and issues highlighted in this report remain the responsibility of the Owners Corporation to act upon. If ACM's are suspected or discovered, legislation requires the responsible parties to provide an asbestos management plan available to all stakeholders and workers.

### 1.1. SCOPE

We have been instructed by OC Manager from Campbell Corporate Services to conduct an asbestos inspection and produce a report that identifies asbestos containing materials located on the common property.

### 1.2. OUT OF SCOPE

Materials other than ACM's are outside the scope of this report, as they may require identification through specialised analysis/inspection techniques.

## 2. LIMITATIONS

Whilst we seek to identify all visible ACM's that are evident at the time of inspection, materials suspected of containing asbestos will be reported, however Building Management must be aware that renovations and building additions in the past may have hidden ACM's behind these additions making them inaccessible during the inspection. Mabi Services has made every effort to identify all Asbestos Containing Materials contained within the building, together with basic items of plant and equipment but no warranty, expressed or implied, is made to the completeness of this inspection and report. If any materials reasonably suspected of containing asbestos are found during further renovation and/or demolition of the buildings, the material should be sent for identification and expert advice sought.

Unless specifically noted, the inspection did not cover:

- Hidden and/or inaccessible locations such as in or under concrete slabs, wall, floor and ceiling cavities, hidden storage areas, vent lintels, fuse backing and electrical insulation, ducting, private property within lots and the like.
- Lift wells, ceiling and floor cavities, and inaccessible/unidentified shafts, cavities and the like.
- Materials dumped, hidden, or otherwise placed in locations which one could not reasonably anticipate.
- Materials other than normal building fabrics which cannot be safely assessed without assistance.
- Any inaccessible areas / rooms in which appropriate access was not provided.
- Even though dust may be found in the vicinity of ACM's or where it has been removed it will not be sampled or commented as this generally requires further analysis to determine its origin.

## 3. THE PREMISES

### 3.1. DESCRIPTION

The building is classified as Residential and is approximately 30 - 40 years old. The site under inspection consists of 27 units.

### 3.2. INSPECTION DETAILS

The inspection was carried out on 18/03/2024 and the weather was clear.
Access was available to all relevant common property areas assigned to this property except as noted.

Photographs have been included in this report to bring attention to any observations made during the inspection. The photographs have not been edited other than for the insertion of this report. The report outlines the items of concern and their location, usually with an accompanying photo and their recommendations.

## 4. RISK ASSESSMENT

Risk assessment rationale allows the concerned parties to make informed decisions about future ACM control measures, such as site inductions, staff training, and regular monitoring. In addition, preventative actions can be implemented to either encapsulate or eliminate the ACM source. Determining the appropriate level of risk is achieved through professional judgement of the following attributes;

i. Type of Material
ii. Location
iii. Probability of Exposure
iv. Material Description
v. Coverage or amount of ACM
vi. Material Condition (The level of encapsulation, damage and its extent).
vii. Possibility for disturbance/contamination (The degree of contact that will occur during either through routine or customary working activities)
viii. Current control measures
ix. Friable/Non Friable (Friable is the materials ability to become airborne)

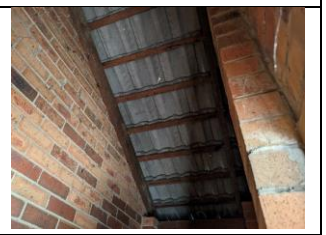
### 4.1. RISK MATRIX

| Risk rating | Disturbance potential | ACM area description | Action Required |
|---|---|---|---|
| R1 | High exposure risk if repeatedly disturbed. | ACM's are damaged, degrading or are exposed to continual disturbance. | The ACM has been categorised as High Risk and poses a health threat to workers, because controls such as encapsulation or sealing will have minimal effect. These areas should maintain restricted access until it can be safely removed by a registered contractor. |
| R2 | Moderate potential for disturbance. Medium exposure risk if frequently disturbed. | ACM's are present and are either unstable or have the potential for disturbance. | Remedial action may involve stabilising and/or isolating the material from any non-essential workers. Removal or repair of the asbestos-containing materials is preferred; however continual monitoring of the ACM condition is the minimum that would be acceptable. |
| R3 | Disturbance probability is low to medium. Exposure risk low to medium. | Asbestos materials are stable, and maybe disturbed. | Regular assessment will be required to make sure the condition does not worsen because of disturbance or environmental conditions. In the case change condition occurs the risk rating may need to be re-evaluated, requiring implementation of management procedures for any maintenance or emergency repair in the vicinity of the asbestos materials. |
| R4 | Low to moderate disturbance potential in its current state. Exposure risk low to medium. | Asbestos-containing materials are unlikely to be disturbed in their present location in the facility. | No immediate action is required; however, the asbestos product(s) continual monitoring is required to ensure the materials conditional status does not change. This rating can also apply to suspected materials that are present in inaccessible locations, thereby treating the item as asbestos until confirmation by further risk assessment and testing. |

## 5. REPORT/REGISTER

| No | Location/Material Description | Probability of ACM's<br>1. Highly Likely<br>2. Likely<br>3. Unlikely<br>4. Highly Unlikely | Material Condition<br>1. Poor<br>2. Average<br>3. Good | Control Measures: Current and Preventative | Friable (Y/N) | Approx. Coverage (m2) | Probability Disturbance<br>1. High<br>2. Medium<br>3. Low | Probability Exposure<br>1.High<br>2.Medium<br>3.Low | Risk Level | Photo |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Throughout Property<br><br>Porch Gables<br><br>Fibro Cement Sheet | 2. Likely | 3. Good | Generally painted and in good condition. Monitor and if no changes occur, reinspect within 5 years. | N | <10m2 each | 3. Low | 3. Low | R4 |  |
| 2 | Throughout Property<br><br>Porch & Gable Wall Cladding<br><br>Fibro Cement Sheet (Weatherboard Style) | 2. Likely | 3. Good | Generally painted and in good condition. Monitor and if no changes occur, reinspect within 5 years. | N | <10m2 each | 3. Low | 3. Low | R4 |  |
| 3 | Meter Boards Throughout<br><br>Backing & Surrounds<br><br>Timber, Metal & Plastic | 3. Unlikely | 3. Good | No ACMs Suspected<br>No Action Required | - | - | - | - | - |  |

| No | Location/Material Description | Probability of ACM's<br>1. Highly Likely<br>2. Likely<br>3. Unlikely<br>4. Highly Unlikely | Material Condition<br>1. Poor<br>2. Average<br>3. Good | Control Measures: Current and Preventative | Friable (Y/N) | Approx. Coverage (m2) | Probability Disturbance<br>1. High<br>2. Medium<br>3. Low | Probability Exposure<br>1.High<br>2.Medium<br>3.Low | Risk Level | Photo |
|---|---|---|---|---|---|---|---|---|---|---|
| 4 | Garages Throughout<br><br>Eaves Above Garage Doors<br><br>Fibro Cement Sheet | 2. Likely | 3. Good | Generally painted and in good condition. Monitor and if no changes occur, reinspect within 5 years. | N | <10m2 each | 3. Low | 3. Low | R4 |  |
| 5 | Singe Storey Units Throughout<br>(Lots: 1, 2, 4, 6, 7, 9, 10, 12, 14 - 22, 24 - 27)<br><br>Eaves and Porch Soffits<br><br>Fibro Cement Sheet | 2. Likely | 3. Good | Generally painted and in good condition. Monitor and if no changes occur, reinspect within 5 years. | N | <10m2 | 3. Low | 3. Low | R4 |  |
| 6 | Two Storey Units Throughout<br>(Lots: 3, 5, 8, 11, 13 & 23)<br><br>Eaves & Balcony Soffits<br><br>Fibro Cement Sheet | 2. Likely | 3. Good | Generally painted and in good condition. Monitor and if no changes occur, reinspect within 5 years. | N | <10m2 | 3. Low | 3. Low | R4 |  |

| No | Location/Material Description | Probability of ACM's<br>1. Highly Likely<br>2. Likely<br>3. Unlikely<br>4. Highly Unlikely | Material Condition<br>1. Poor<br>2. Average<br>3. Good | Control Measures: Current and Preventative | Friable (Y/N) | Approx. Coverage (m2) | Probability Disturbance<br>1. High<br>2. Medium<br>3. Low | Probability Exposure<br>1.High<br>2.Medium<br>3.Low | Risk Level | Photo |
|---|---|---|---|---|---|---|---|---|---|---|
| 7 | Two Storey Units Throughout<br>(Lots: 3, 5, 8, 11, 13 & 23)<br><br>Entrance Soffits<br><br>Fibro Cement Sheet | 2. Likely | 3. Good | Generally painted and in good condition. Monitor and if no changes occur, reinspect within 5 years. | N | <10m2 each | 3. Low | 3. Low | R4 |  |
| 8 | Two Storey Units Throughout<br>(Lots: 3, 5, 8, 11, 13 & 23)<br><br>External Wall Cladding<br><br>Fibro Cement Sheet (Weatherboard Style) | 2. Likely | 3. Good | Generally painted and in good condition. Monitor and if no changes occur, reinspect within 5 years. | N | <10m2 | 3. Low | 3. Low | R4 |  |
| 9 | Toilet/Storeroom<br><br>Surfaces<br><br>Brick, Concrete, Cement Tiled Roof | 3. Unlikely | 3. Good | No ACMs Suspected<br>No Action Required | - | - | - | - | - |  |

| No | Location/Material Description | Probability of ACM's<br>1. Highly Likely<br>2. Likely<br>3. Unlikely<br>4. Highly Unlikely | Material Condition<br>1. Poor<br>2. Average<br>3. Good | Control Measures: Current and Preventative | Friable (Y/N) | Approx. Coverage (m2) | Probability Disturbance<br>1. High<br>2. Medium<br>3. Low | Probability Exposure<br>1.High<br>2.Medium<br>3.Low | Risk Level | Photo |
|---|---|---|---|---|---|---|---|---|---|---|
| 10 | Roofs Throughout<br><br>Cement Tiled & Metal Flues | 3. Unlikely | 3. Good | No ACMs Suspected<br>No Action Required | - | - | - | - | - |  |
| 11 | Throughout Property<br><br>Telstra Pits<br><br>Fibro Cement Pits | 2. Likely<br>**Refer Summary** | 3. Good | Engage with Telstra to remove fibro cement pits and replace with plastic. | N | <10m2 | 3. Low | 3. Low | R4 |  |

## 6. SUMMARY

Recommended follow up inspection to re-assess the condition of suspected asbestos within 5 Years.

**Site Specific Notes:**
**Item 11 – Telstra Pits**
Telstra's pits are the property of Telstra. Telstra should be contacted if works need to be conducted in or on one of the pits. Contractors will need to abide by Telstra's overriding Asbestos Management Plan. Telstra states "Unless the pit is made of plastic it will be assumed to contain ACM and treated appropriately".

**Representation of ALL units**
There was minimal variance between the condition of all the eaves, verandas, gables and cladding between each unit, the attached pictures are a representation of the condition and location of materials used in all units.

**General Notes:**
**Cement Sheet**
Cement sheet installed prior to 1990 is likely to contain asbestos. If further cement sheet products are discovered at the property, it is to be assumed these contain asbestos unless confirmation can be provided via sample testing.

**Eaves - Asbestos Cement Sheeting**
Eaves that are visible from the common property have generally been identified within the report. In some instances, and where mentioned within the report, eaves or soffits may be private property as per the registered plan of subdivision. Please note that unless identified within the report, not all eaves may have been inspected i.e. the rear or side of lots where access is not available, or the areas are private. Please ensure that any contractors undertake their own investigations prior to performing works in these areas. Generally, where common property eaves are suspected or confirmed to contain asbestos it should be assumed that all other similar materials/areas will likely be the same product.

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# OH&S Site Inspection Report

## REPORT No: OHS 34403
## INSPECTION DATE: 18/03/2024
## INSPECTED by: RFI



**PROPERTY DETAILS**

**Property Description:** Single & Double Storey Residential Units

**Contact/Representative**: OC Manager - Campbell Corporate Services

**Address:** Parkside Boulevard, Carrum VIC 3197

**OC No:** 28683

| Hazard Assessment Summary: | No. Items: |
|---|---|
| High Risk Hazards Identified | 0 |
| Moderate Risk Hazards Identified | 20 |
| Low Risk Hazards Identified | 16 |
| Maintenance Issues Identified | 13 |
| Recommendations / Additional Notes | 1 |

strata community association VIC Gold Sponsor

REGISTERED Building Practitioner

MASTER BUILDERS VICTORIA

## Contents

*1. REPORT PURPOSE ..... 3*

**1.1. SCOPE ..... 3**

**1.2. BUILDING PURPOSE ..... 4**

*2. OWNERS CORPORATION STATUS REPORT ..... 4*

**2.1. INSTRUCTIONS ..... 4**

**2.2. THE PREMISES ..... 4**

2.2.1. BUILDING CLASSIFICATION ..... 4

2.2.2. DESCRIPTION ..... 4

**2.3. INSPECTION ..... 4**

*3. RISK ASSESSMENT ..... 4*

**RISK ASSESSMENT PRIORITY LEVEL ..... 5**

*4. RISK CONTROLS & PRIORITIES ..... 5*

*5. SUMMARY REPORT ..... 6*

*6. REPORT ..... 7*

*7. CHECKLIST ..... 23*

## 1. REPORT PURPOSE

The purpose of this report is to form part of the OH&S risk management requirements documented under the Occupational Health and Safety Act. A requirement of the sites risk management strategy is that all contractors and employees be made aware of any risks prior to commencing work. However, this assessment does not include members of the public covered under public liability insurance.

The observations and issues highlighted in this report remain the responsibility of the Owner/Manager to act upon.

### 1.1. SCOPE

Occupational Health and Safety site assessment in accordance with the following list.
Visual inspection of the following areas to ensure that there is safe access and egress.

- Plant Areas
- External Environment (Paths, Driveways, Parking)
- Internal Environment (Access, Passageways, Stairwells)
- Storage Areas (Hazardous Materials)
- General Work Environment (Trip Hazards, Lighting)
- Services and Amenities (Toilets, Common Facilities)

Assess and comment on the status of the following areas (where applicable) to advise if they have been implemented and or maintained.

- Evacuation Diagrams
- Essential Safety Measures
- Working at Heights Installations

The report describes the status of the site at time of inspection by detailing visible defects within the OH&S criteria. The assessment pertains to common property, noting that in some instances where a significant hazard is identified on a private Lot it may be listed/mentioned within our assessment as part of our "duty of care," however the Owners Corporation would communicate the relevant items to the responsible private lot owner for the appropriate action. No inclusions or assumptions have been made regarding any items or areas that are inaccessible or are visibly hindered by environmental or atmospheric conditions. Photographs have been included in this report to bring attention to any observations made during the inspection. The report outlines the items of concern and their location, usually with an accompanying photo.

The report assumes that all parts of the building construction complies to the relevant Building Codes and Australians Standards OR assumes that the building and or parts were compliant at the time of construction. Comments in relation to retroactive upgrades to improve safety have been made as a recommendation to improve the sites risk management strategy and reduce the potential hazards.

Comments in relation to Essential Safety Measures are based on potential hazards noted at the time of inspection, these comments do not qualify the status of the Essential Safety Measures and the Annual Essential Safety Measures report as per the Building Regulations 2018.

Any reference to Asbestos Containing Materials (ACM's) within this report do not form part of the Owners Corporation responsibility to identify ACM's on site. An Asbestos Register should be obtained in accordance with the Occupational Health & Safety Regulations 2017.

Please note that this assessment does not pertain to formal "slip resistance" testing or classification as per the requirements of the Building Code or relevant Australian Standards. It is assumed that all surfaces and materials comply to the relevant construction codes and standards at the time of construction/installation. Where items are listed/mentioned regarding "slippery surfaces" it is a general assessment made based on the type of material installed, location of the item and opinion in regard to the surfaces condition in both wet and

dry conditions. In some instances, the Owners Corporation may require further scientific analysis or manufacturers data to determine the appropriate control measures if required.

The assessment is in relation to the building structure/common areas and excludes an assessment of the Owners Corporations and or business' requirements for safety management and procedures. The assessment does not pertain to Lot Owners or Businesses (Individuals or collectives) obligations regarding the Occupational Health and Safety requirements relating to business activities and employees.

Only non-conforming items or areas where safety can be improved are mentioned in the report.

### 1.2. BUILDING PURPOSE

Unless otherwise specified the building has been deemed to be used for the sole purpose as intended.

## 2. OWNERS CORPORATION STATUS REPORT

### 2.1. INSTRUCTIONS

We are instructed by OC Manager from Campbell Corporate Services, to carry out an OHS worksite inspection on the building premises common area.

### 2.2. THE PREMISES

#### 2.2.1. BUILDING CLASSIFICATION

- Building Class: 1a
- Building Details: Residential

#### 2.2.2. DESCRIPTION

The building is approximately 30 - 40 years old and consists of 27 Lots.

### 2.3. INSPECTION

The inspection was carried out on 18/03/2024 and the weather was clear. Access was made available to all relevant external common property areas of the premises except where noted.

## 3. RISK ASSESSMENT

Risk assessment rationale allows the concerned parties to make informed decisions about future maintenance and rectification works to eliminate the hazard within the required time frame.

Determining the appropriate level of risk is achieved through professional judgement of the following attributes.

i. Type of hazard, i.e. trip, protruding, fall, chemical, lighting, egress etc.
ii. Location of hazard and level of occupant & vehicle traffic.
iii. Probability of an incident.
iv. Level of injury that could be sustained from the hazard; and
v. Level of warning systems & appropriate signage.

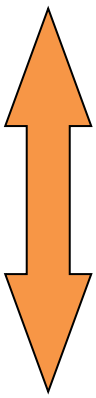
**RISK ASSESSMENT PRIORITY LEVEL**

| Risk Assessment | Action Required |
|---|---|
| High Risk Hazard | Items listed under "High Risk" are hazards that may potentially cause serious injury or death or are items located in high trafficable areas in which the probability of an injury is increased. Items within this section are strongly recommended to be rectified immediately. |
| Moderate Risk Hazard | Items listed under "Moderate Risk" are items assessed as medium risk to the public, requiring maintenance/rectification as soon as practicably possible and prioritised after high priority issues have been rectified. |
| Low Risk Hazard | Items listed under "Low Risk" are items generally assessed as housekeeping issues, these items present a current potential hazard however have been assess as low due to a reduced probability of an event or exposure, these items are required to be scheduled for repairs after the High Risk and Moderate Risk have been attended to. |
| Maintenance Issue | Items listed under "Maintenance Issue" are items assess as requiring maintenance as part of the building's general maintenance or essential safety measures. These items may include, lighting issues (including emergency & exit), paths of travel, rubbish removal etc. Maintenance items listed may eventuate into a hazard if left un-monitored. These items generally do not pose as an immediate hazard but must be monitored to ensure that a hazard does not eventuate. |
| Recommendations | Items listed under "Recommendations" generally form part of current compliance items to conform to today's standards. These items are recommendations to improve safety throughout the property. Examples could include modifications to stairs or balustrades to meet current BCA requirements etc. |

## 4. RISK CONTROLS & PRIORITIES

When identifying appropriate order/priority of rectification works (considering not all works to be done simultaneously), you should start with items listed under "High Risk" then move down the hierarchy to "Moderate Risk" and so forth.

To prioritise control measures and rectification works, you should start at the top of the hierarchy shown below and try to **eliminate** the hazard first, if that is not practicably possible then look further down the hierarchy into one or a combination of the other control measures.

| Risk Control Measure | |
|---|---|
| **Most Effective**  **Least Effective** | **Elimination**<br>Engage a suitably qualified contractor to eliminate the hazard from the property |
| | **Substitution**<br>Replace with a similar item that does the same job but with a lower hazard level. |
| | **Isolation**<br>Install pedestrian/vehicle control barriers between the person and the hazard i.e. bollards, locks, cages |
| | **Engineering/Equipment Controls**<br>Change the process, equipment, or tools so the risk is reduced i.e. upgrade plant & equipment |
| | **Administration Controls**<br>Adopt appropriate common area guidelines, procedures, rosters, training etc. to minimise the risk |
| | **Personal Protective Equipment (PPE)**<br>Equipment worn to provide a temporary barrier in relation to contractors works, or volunteers working on the common area. |

## 5. SUMMARY REPORT

| 1 | External Grounds, Parking Driveways & Paths | |
|---|---|---|
| 1.1 | Fences & Barrier Walls | REFER NOTE - PART 6 |
| 1.2 | Surface Condition | REFER NOTE - PART 6 |
| 1.3 | Unloading & Work Area | NOT APPLICABLE |
| 1.4 | Vegetation | REFER NOTE - PART 6 |
| 1.5 | Vehicle Access | OK |

| 2 | Buildings | |
|---|---|---|
| 2.1 | Access & Exits | OK |
| 2.2 | Glazing | OK |
| 2.3 | Internal & External Doors | NOT APPLICABLE |
| 2.4 | Internal Hallways | NOT APPLICABLE |
| 2.5 | Lighting | REFER NOTE - PART 6 |
| 2.6 | Protrusions | NOT APPLICABLE |
| 2.7 | Signage | OK |
| 2.8 | Stairs & Balustrades | NOT APPLICABLE |
| 2.9 | Storage | REFER NOTE - PART 6 |
| 2.10 | Surfaces | OK |
| 2.11 | Working at Heights | REFER NOTE - PART 6 |

| 3 | Emergency Planning & Essential Safety Measures | |
|---|---|---|
| 3.1 | Emergency Diagram | NOT APPLICABLE |
| 3.2 | Essential Safety Measures | REFER NOTE - PART 6 |

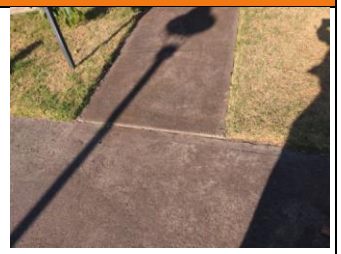
| 4 | Services & Amenities | |
|---|---|---|
| 4.1 | Electrical | NOT ACCESSIBLE /NOT ASSESSED |
| 4.2 | Gas | NOT ACCESSIBLE /NOT ASSESSED |
| 4.3 | Kitchens | NOT APPLICABLE |
| 4.4 | Plant Room & Equipment | NOT APPLICABLE |
| 4.5 | Plumbing | NOT ACCESSIBLE /NOT ASSESSED |
| 4.6 | Toilets | NOT ACCESSIBLE /NOT ASSESSED |
| 4.7 | Ventilation | NOT APPLICABLE |
| 4.8 | Waste | REFER NOTE - PART 6 |

| 5 | Hazardous Substances | |
|---|---|---|
| 5.1 | Asbestos | OK |
| 5.2 | Storage | REFER NOTE - PART 6 |

| 6 | Miscellaneous | |
|---|---|---|
| 6.1 | Miscellaneous | NOT APPLICABLE |
| 6.2 | Amenities | NOT APPLICABLE |

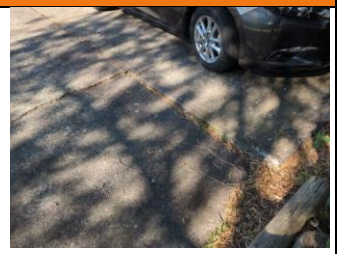
## 6. REPORT

| Item No | Clause / Risk Assessment | Location | Non Conformance/Potential Safety Hazard | Recommendation | Photo |
|---|---|---|---|---|---|
| 1 | 1.2 - External Surface Condition<br><br>2 - MODERATE | Driveway Entrance | Deterioration of the concrete has resulted in uneven surfaces and raised edges (up to 45mm) which are a trip hazard. | Resurface the deteriorated sections of the concrete so that they sit flush with the surrounding surfaces. |  |
| 2 | 1.2 - External Surface Condition<br><br>2 - MODERATE | Driveway Beside Unit 2 | Deterioration of the concrete between slabs has resulted in uneven surfaces (up to 20mm) which are a trip hazard. | Fill and grind the deteriorated sections so that they sit flush with the surrounding surfaces. |  |
| 3 | 1.2 - External Surface Condition<br><br>2 - MODERATE | Driveway Beside Unit 3 | Deterioration of the concrete surrounding the drainage pit has resulted in uneven surfaces (up to 20mm) and raised edges which are a trip hazard. | Fill and grind the deteriorated sections of the concrete so that they sit flush with the surrounding surfaces. |  |

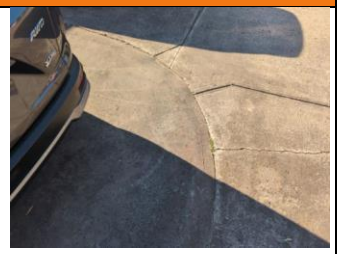
| Item No | Clause / Risk Assessment | Location | Non Conformance/Potential Safety Hazard | Recommendation | Photo |
|---|---|---|---|---|---|
| 4 | 1.2 - External Surface Condition<br><br>2 - MODERATE | Path to Unit 4 | There is a raised edge between two concrete slabs (up to 25mm) which is a trip hazard. | Grind down the raised concrete edge so that it sits flush with the surrounding surfaces. |  |
| 5 | 1.2 - External Surface Condition<br><br>2 - MODERATE | Driveway Beside Unit 4 | Deterioration of the concrete has resulted in uneven surfaces and raised edges (up to 20mm) which are trip hazards. | Fill and grind the deteriorated sections of the concrete so that they sit flush with the surrounding surfaces. |  |
| 6 | 1.4 - Vegetation<br><br>2 - MODERATE | Beside Unit 3 | Removal of the tree has resulted in a large stump protruding from the site level and uneven surfaces which are trip hazards. Typically, garden areas are less prone to traffic however the location of the stump is in line with the rear access gate which may increase the traffic flow in the area. Secondary the area has no artificial lighting during periods of low light. | Engage a suitably qualified contractor to remove stump and level affected site. |  |

| Item No | Clause / Risk Assessment | Location | Non Conformance/Potential Safety Hazard | Recommendation | Photo |
|---|---|---|---|---|---|
| 7 | 1.2 - External Surface Condition<br><br>2 - MODERATE | Driveway Beside Units 7 & 8 | There are raised edges between concrete slabs in the driveway (up to 25mm) which are trip hazards.<br><br>*NB. Raised edge previously ground down.* | Resurface the raised sections of the concrete so that they suit flush with the surrounding surfaces. |  |
| 8 | 1.2 - External Surface Condition<br><br>2 - MODERATE | Driveway Beside Units 8 & 10 | There is a hump in the concrete surrounding the service pit (up to 25mm) which is a trip hazard. | Highlight where the raised section begins to increase safety and awareness. |  |
| 9 | 5.2 - Storage (Hazardous Materials)<br><br>2 - MODERATE | External Toilet | At the time of inspection, chemical products (e.g. spray paint and cleaning chemicals) were being stored unsecured on common property and private yet commonly accessible property. | Ensure hazardous and chemical materials are kept out of reach of children and stored as per their relevant MSDSs - Remove if required.<br><br>Ensure outdated or redundant products are appropriately removed to minimise storage. |  |

| Item No | Clause / Risk Assessment | Location | Non Conformance/Potential Safety Hazard | Recommendation | Photo |
|---|---|---|---|---|---|
| 10 | 1.2 - External Surface Condition<br><br>2 - MODERATE | Driveway Beside Unit 9 | There is a raised edge between two concrete slabs in the driveway (up to 25mm) which is a trip hazard. | Grind down the raised concrete edge so that it sits flush with the surrounding surfaces. |  |
| 11 | 1.2 - External Surface Condition<br><br>2 - MODERATE | Driveway Beside Unit 16 | There is a raised edge between two concrete slabs, between the driveway and carwash bay (up to 35mm) which is a trip hazard. | Resurface the raised concrete edge so that it sits flush with the surrounding surfaces or highlight with a non-slip, high visibility paint to increase safety and awareness. |  |
| 12 | 1.2 - External Surface Condition<br><br>2 - MODERATE | Driveway Beside Unit 16 | The drainage pit cover does not sit flush with the surrounding surfaces (up to 30mm) which is a trip hazard. | Refit/replace the drainage pit cover so that it sits flush with the surrounding surfaces or highlight with a non-slip, high visibility paint. |  |
| 13 | 1.2 - External Surface Condition<br><br>2 - MODERATE | Driveway Beside Unit 25 | There is a raised edge between two concrete slabs in the driveway (up to 25mm) which is a trip hazard. | Grind down the raised concrete edge so that it sits flush with the surrounding surfaces. |  |

| Item No | Clause / Risk Assessment | Location | Non Conformance/Potential Safety Hazard | Recommendation | Photo |
|---|---|---|---|---|---|
| 14 | 1.2 - External Surface Condition<br><br>2 - MODERATE | Parking Beside Unit 27 | There is a raised edge between two concrete slabs in the driveway (up to 85mm) which is a trip hazard. | Resurface the raised section of the concrete so that it sits flush with the surrounding surfaces. In the interim, highlight the raised edge to increase safety and awareness. |  |
| 15 | 1.2 - External Surface Condition<br><br>2 - MODERATE | Driveway Beside Unit 27 | Deterioration of the concrete has resulted in uneven surfaces and raised edges (up to 20mm) which are trip hazards. | Resurface the deteriorated sections of the concrete so that they sit flush with the surrounding surfaces. |  |
| 16 | 1.2 - External Surface Condition<br><br>2 - MODERATE | Driveway Beside Unit 26 | Deterioration of the concrete has resulted in uneven surfaces and raised edges (up to 30mm) which are trip hazards.<br><br>*NB. OC advised a resident has had a fall due to the deteriorated concrete in this area. No information on incident, injury, points of claim have been provided. Please be advised this report scope does not pertain to an incident/injury investigation.* | Resurface the deteriorated sections of the concrete so that they sit flush with the surrounding surfaces. |  |

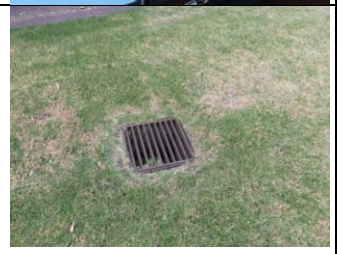
| Item No | Clause / Risk Assessment | Location | Non Conformance/Potential Safety Hazard | Recommendation | Photo |
|---|---|---|---|---|---|
| 17 | 1.2 - External Surface Condition<br><br>2 - MODERATE | Driveway Beside Unit 22 | There is a raised edge between two concrete slabs in the driveway (up to 20mm) which is a trip hazard. | Grind down the raised concrete edge so that it sits flush with the surrounding surfaces. |  |
| 18 | 1.2 - External Surface Condition<br><br>2 - MODERATE | Driveway Beside Unit 26 | The site level has sunken due to vehicles traversing the garden area which has resulted in uneven surfaces and trip hazards. | Replenish the fill material so that it sits flush with the concrete driveway and the surrounding surfaces. |  |
| 19 | 1.2 - External Surface Condition<br><br>2 - MODERATE | Path Beside Unit 20 | There is a raised edge between two concrete slabs in the path (up to 30mm) which is trip hazard. | Resurface the raised section of the concrete so that it sits flush with the surrounding. |  |
| 20 | 1.2 - External Surface Condition<br><br>2 - MODERATE | Parking Beside Unit 20 | There is a raised edge between the driveway and the parking (up to 30mm) which is trip hazard. | Resurface the raised section of the concrete so that it sits flush with the surrounding. |  |

| Item No | Clause / Risk Assessment | Location | Non Conformance/Potential Safety Hazard | Recommendation | Photo |
|---|---|---|---|---|---|
| 21 | 1.2 - External Surface Condition<br><br>3 - LOW | Driveway Beside Unit 5 | There is a raised edge between two concrete slabs in the driveway (up to 15mm) which is a trip hazard. | Grind down the raised concrete edge so that it sits flush with the surrounding surfaces. |  |
| 22 | 1.2 - External Surface Condition<br><br>3 - LOW | Driveway Beside Units 7 & 8 | Deterioration of the concrete surrounding the drainage pit has resulted in uneven surfaces (up to 15mm) and raised edges which are trip hazards. | Fill and grind the deteriorated sections of the concrete so that they sit flush with the surrounding surfaces. |  |
| 23 | 1.2 - External Surface Condition<br><br>3 - LOW | Path Beside Unit 9 | There is a raised edge between two concrete slabs in the path (up to 15mm) which is a trip hazard. | Grind down the raised concrete edge so that it sits flush with the surrounding surfaces. |  |
| 24 | 1.2 - External Surface Condition<br><br>3 - LOW | Path Beside Unit 11 | The drainage pit may be hard to discern, especially in conditions of low lighting which is a trip hazard. | Highlight the drainage pit with a non-slip, high visibility paint to increase safety and awareness. |  |

| Item No | Clause / Risk Assessment | Location | Non Conformance/Potential Safety Hazard | Recommendation | Photo |
|---|---|---|---|---|---|
| 25 | 1.2 - External Surface Condition<br><br>3 - LOW | Path Beside Unit 11 | There is a gap between the concrete slabs (up to 30mm wide) which is a trip hazard. | Fill the gap between the concrete slabs so that it sits flush with the surrounding surfaces. |  |
| 26 | 1.2 - External Surface Condition<br><br>3 - LOW | Path Beside Unit 15 | There is a raised edge between two concrete slabs in the path (up to 15mm) which is a trip hazard. | Grind down the raised concrete edge so that it sits flush with the surrounding surfaces. |  |
| 27 | 1.2 - External Surface Condition<br><br>3 - LOW | Path Beside Unit 17 | There is a raised edge between two concrete slabs in the path (up to 15mm) which is a trip hazard. | Grind down the raised concrete edge so that it sits flush with the surrounding surfaces. |  |
| 28 | 1.2 - External Surface Condition<br><br>3 - LOW | Driveway Beside Unit 13 | There is a raised edge between two concrete slabs in the driveway (up to 15mm) which is a trip hazard. | Grind down the raised concrete edge so that it sits flush with the surrounding surfaces. |  |

| Item No | Clause / Risk Assessment | Location | Non Conformance/Potential Safety Hazard | Recommendation | Photo |
|---|---|---|---|---|---|
| 29 | 1.2 - External Surface Condition<br><br>3 - LOW | Driveway Beside Unit 16 | Deterioration of the concrete between slabs has resulted in uneven surfaces (up to 15mm) which is a trip hazard. | Fill and grind the deteriorated sections so that they sit flush with the surrounding surfaces. |  |
| 30 | 1.2 - External Surface Condition<br><br>3 - LOW | Driveway Beside Unit 15 | There is a raised edge between two concrete slabs in the driveway (up to 10mm) which is a trip hazard. | Grind down the raised concrete edge so that it sits flush with the surrounding surfaces. |  |
| 31 | 1.2 - External Surface Condition<br><br>3 - LOW | Driveway Beside Unit 18 | The drainage pit cover does not sit flush with the surrounding surfaces (up to 15mm) which is a trip hazard. | Refit/replace the drainage pit cover so that it sits flush with the surrounding surfaces or highlight with a non-slip, high visibility paint. |  |
| 32 | 1.2 - External Surface Condition<br><br>3 - LOW | Driveway Beside Unit 23 | The drainage pit cover does not sit flush with the surrounding surfaces (up to 15mm) which is a trip hazard. | Refit/replace the drainage pit cover so that it sits flush with the surrounding surfaces or highlight with a non-slip, high visibility paint. |  |

| Item No | Clause / Risk Assessment | Location | Non Conformance/Potential Safety Hazard | Recommendation | Photo |
|---|---|---|---|---|---|
| 33 | 1.2 - External Surface Condition<br><br>3 - LOW | Parking Beside Unit 27 | There is a raised edge between two concrete slabs in the driveway (up to 15mm) which is a trip hazard. | Grind down the raised concrete edge so that it sits flush with the surrounding surfaces. |  |
| 34 | 1.2 - External Surface Condition<br><br>3 - LOW | Driveway Beside Unit 27 | There are raised edges between the concrete slabs in the driveway (up to 15mm) which are trip hazards. | Grind down the raised concrete edges so that they sit flush with the surrounding surfaces. |  |
| 35 | 4.8 - Waste<br><br>3 - LOW | Beside Unit 27 | Glass pane stored against the boundary fence may shatter if left unmaintained and result in injury. | Remove glass pane and ensure all hazardous waste items are disposed appropriately. |  |
| 36 | 1.2 - External Surface Condition<br><br>3 - LOW | Driveway Beside Unit 22 | Deterioration of the concrete surrounding the drainage pit has resulted in uneven surfaces (up to 15mm) and raised edges which are trip hazards. | Fill and grind the deteriorated sections of the concrete so that they sit flush with the surrounding surfaces. |  |

| Item No | Clause / Risk Assessment | Location | Non Conformance/Potential Safety Hazard | Recommendation | Photo |
|---|---|---|---|---|---|
| 37 | 2.5 - Lighting<br><br>4 - MAINTENANCE ISSUE | Throughout Property | Due to the time of the inspection lighting was not able to be checked. | Ensure that common lighting undergoes regular maintenance and is operational. |  |
| 38 | 1.2 - External Surface Condition<br><br>4 - MAINTENANCE ISSUE | Beside Unit 3 | The drainage pit may be hard to discern, especially in conditions of low lighting which is a trip hazard. | Highlight the drainage pit with a non-slip, high visibility paint to increase safety and awareness. |  |
| 39 | 1.2 - External Surface Condition<br><br>4 - MAINTENANCE ISSUE | Throughout Driveway | Minor cracking evident. Trips hazards may develop if raised edges or uneven surfaces appear along recurring cracks evident throughout the driveway / pathway if condition worsens. | No immediate hazard.<br>Monitor condition and repair deteriorated or uneven areas of the concrete as / when appropriate to ensure the driveway / path remains free of trip hazards.<br><br>*NB: At a minimum, departures ≥ 10mm from otherwise even surfaces should be regarded as trip hazards in locations where pedestrian traffic is reasonably expected to occur.* |  |

| Item No | Clause / Risk Assessment | Location | Non Conformance/Potential Safety Hazard | Recommendation | Photo |
|---|---|---|---|---|---|
| 40 | 1.4 - Vegetation<br><br>4 - MAINTENANCE ISSUE | Beside Unit 7 | Tree roots protruding from the site level are potential trip hazards. | No immediate hazard.<br>Monitor the tree roots for further movement and engage a suitably qualified arborist if/when required. |  |
| 41 | 1.1 - Fences & Barrier Walls<br><br>4 - MAINTENANCE ISSUE | Beside Unit 15 | At the time of inspection, the fencing beside unit 15 was on a lean and temporarily supported. | Engage a suitably qualified contractor to repair/replace the affected sections of the timber fencing. |  |
| 42 | 2.9 - Storage (General)<br><br>4 - MAINTENANCE ISSUE | External Toilet | At the time of inspection, private items were being stored on common property which may contravene Owners Corporation Rules. Accumulation of items may result in clutter, obstructions, or trip hazards.<br><br>Allowing items to be stored on common property can also encourage more widespread storage. | Ensure occupants are aware of the Owners Corporation rules regarding storage of private items on common property and advise removal or store appropriately (if permission from the Owners Corporation is granted). |  |

| Item No | Clause / Risk Assessment | Location | Non Conformance/Potential Safety Hazard | Recommendation | Photo |
|---|---|---|---|---|---|
| 43 | 1.4 - Vegetation<br><br>4 - MAINTENANCE ISSUE | Throughout Property | At the time of inspection, the vegetation was generally well maintained. Vegetation may obscure vision and reduce the available space on the driveway if left unmaintained. | No immediate hazards.<br><br>Ensure vegetation is regularly maintained to maximise vision and space along the driveway. |  |
| 44 | 1.2 - External Surface Condition<br><br>4 - MAINTENANCE ISSUE | Driveway Beside Unit 12 | The drainage pit may be hard to discern, especially in conditions of low lighting which is a trip hazard. | Highlight the drainage pit with a non-slip, high visibility paint to increase safety and awareness. |  |
| 45 | 1.1 - Fences & Barrier Walls<br><br>4 - MAINTENANCE ISSUE | Beside Unit 16 | Minor damage evident to the timber fencing beside unit 16 which has resulted in loose palings. | Engage a suitably qualified contractor to repair/replace the affected sections of the timber fencing. |  |

| Item No | Clause / Risk Assessment | Location | Non Conformance/Potential Safety Hazard | Recommendation | Photo |
|---|---|---|---|---|---|
| 46 | 3.2 - Essential Safety Measures<br><br>4 - MAINTENANCE ISSUE | Throughout Property | Below ground street hydrants are present along the driveways.<br><br>The Owners Corporation are assumed to be responsible for the maintenance of fire hydrants located on private land/common property. | Maintenance of hydrants should be in accordance with AS1851. CFA provides requirements for the identification of street hydrants. Engage a suitably qualified contractor to conduct routine service of the hydrants as per AS1851.<br><br>The Owners Corporation should ensure that the hydrant covers are kept clear and unobstructed (e.g. ensure covers are not overgrown by grass or parked over by vehicles) and monitor identification components to ensure compliance with CFA requirements (i.e. paint hydrant covers white, replace cat's eye markers if/when required etc.). |  |
| 47 | 1.1 - Fences & Barrier Walls<br><br>4 - MAINTENANCE ISSUE | Beside Unit 21 | At the time of inspection, the fencing beside unit 21 was on a lean and temporarily supported.<br>Secondly the steel star pickets are protruding which may result in injury. | Engage a suitably qualified contractor to repair/replace the affected sections of the timber fencing. In the interim, install plastic caps over the ends of the steel star pickets. |  |

| Item No | Clause / Risk Assessment | Location | Non Conformance/Potential Safety Hazard | Recommendation | Photo |
|---|---|---|---|---|---|
| 48 | 2.9 - Storage (General)<br><br>4 - MAINTENANCE ISSUE | Driveway Beside Unit 23 | At the time of inspection, private items were being stored on common property which may contravene Owners Corporation Rules. Accumulation of items may result in clutter, obstructions, or trip hazards.<br><br>Allowing items to be stored on common property can also encourage more widespread storage. | Ensure occupants are aware of the Owners Corporation rules regarding storage of private items on common property and advise removal or store appropriately (if permission from the Owners Corporation is granted). |  |
| 49 | 4.8 - Waste<br><br>4 - MAINTENANCE ISSUE | Beside Unit 3 | At the time of inspection, private items were being stored on common property which may contravene Owners Corporation Rules. Accumulation of items may result in clutter, obstructions, or trip hazards.<br><br>Allowing items to be stored on common property can also encourage more widespread storage. | Ensure occupants are aware of the Owners Corporation rules regarding storage of private items on common property and advise removal or store appropriately (if permission from the Owners Corporation is granted). |  |

| Item No | Clause / Risk Assessment | Location | Non Conformance/Potential Safety Hazard | Recommendation | Photo |
|---|---|---|---|---|---|
| 50 | 2.11 - Working at Heights<br><br>5 - RECOMMENDATION | Roofs<br><br>Not Accessed<br>Limited Views Only | Although the roofs are private there may be cases when the Owners Corporation is involved in coordinating works on the roofs. In most cases work on the roofs is expected to be a private matter.<br><br>No evidence of working at heights provisions installed. | Individual property owners should ensure that workers / contractors are suitably qualified and hold appropriate working safely at heights training and are aware of the OH&S working at height requirements (i.e. OH&S Regulations 2017 Part 3.3) prior to beginning work or consider consulting a working at heights systems installer to assess the roof and make recommendations for improvement (e.g. installation of anchor points, fall prevention rails, fixed ladders etc.).<br><br>Ensure contractors are advised of any known hazards with regards to working at heights (e.g. damaged, fragile, unstable, or slippery surfaces on the roofs, plant near live edges) to fulfill duty of care and to assist contractors in conducting their job safety analysis. |  |

## 7. CHECKLIST

| Item No | Item Reference | Risk Level | Action Taken | By Whom | Date Completed | Quote | Proceed | No Action |
|---|---|---|---|---|---|---|---|---|
| 1 | 1.2 - External Surface Condition | 2 - MODERATE | | | | | | |
| 2 | 1.2 - External Surface Condition | 2 - MODERATE | | | | | | |
| 3 | 1.2 - External Surface Condition | 2 - MODERATE | | | | | | |
| 4 | 1.2 - External Surface Condition | 2 - MODERATE | | | | | | |
| 5 | 1.2 - External Surface Condition | 2 - MODERATE | | | | | | |
| 6 | 1.4 - Vegetation | 2 - MODERATE | | | | | | |
| 7 | 1.2 - External Surface Condition | 2 - MODERATE | | | | | | |
| 8 | 1.2 - External Surface Condition | 2 - MODERATE | | | | | | |
| 9 | 5.2 - Storage (Hazardous Materials) | 2 - MODERATE | | | | | | |
| 10 | 1.2 - External Surface Condition | 2 - MODERATE | | | | | | |
| 11 | 1.2 - External Surface Condition | 2 - MODERATE | | | | | | |
| 12 | 1.2 - External Surface Condition | 2 - MODERATE | | | | | | |
| 13 | 1.2 - External Surface Condition | 2 - MODERATE | | | | | | |

| Item No | Item Reference | Risk Level | Action Taken | By Whom | Date Completed | Quote | Proceed | No Action |
|---|---|---|---|---|---|---|---|---|
| 14 | 1.2 - External Surface Condition | 2 - MODERATE | | | | | | |
| 15 | 1.2 - External Surface Condition | 2 - MODERATE | | | | | | |
| 16 | 1.2 - External Surface Condition | 2 - MODERATE | | | | | | |
| 17 | 1.2 - External Surface Condition | 2 - MODERATE | | | | | | |
| 18 | 1.2 - External Surface Condition | 2 - MODERATE | | | | | | |
| 19 | 1.2 - External Surface Condition | 2 - MODERATE | | | | | | |
| 20 | 1.2 - External Surface Condition | 2 - MODERATE | | | | | | |
| 21 | 1.2 - External Surface Condition | 3 - LOW | | | | | | |
| 22 | 1.2 - External Surface Condition | 3 - LOW | | | | | | |
| 23 | 1.2 - External Surface Condition | 3 - LOW | | | | | | |
| 24 | 1.2 - External Surface Condition | 3 - LOW | | | | | | |
| 25 | 1.2 - External Surface Condition | 3 - LOW | | | | | | |
| 26 | 1.2 - External Surface Condition | 3 - LOW | | | | | | |
| 27 | 1.2 - External Surface Condition | 3 - LOW | | | | | | |

| Item No | Item Reference | Risk Level | Action Taken | By Whom | Date Completed | Quote | Proceed | No Action |
|---|---|---|---|---|---|---|---|---|
| 28 | 1.2 - External Surface Condition | 3 - LOW | | | | | | |
| 29 | 1.2 - External Surface Condition | 3 - LOW | | | | | | |
| 30 | 1.2 - External Surface Condition | 3 - LOW | | | | | | |
| 31 | 1.2 - External Surface Condition | 3 - LOW | | | | | | |
| 32 | 1.2 - External Surface Condition | 3 - LOW | | | | | | |
| 33 | 1.2 - External Surface Condition | 3 - LOW | | | | | | |
| 34 | 1.2 - External Surface Condition | 3 - LOW | | | | | | |
| 35 | 4.8 - Waste | 3 - LOW | | | | | | |
| 36 | 1.2 - External Surface Condition | 3 - LOW | | | | | | |
| 37 | 2.5 - Lighting | 4 - MAINTENANCE ISSUE | | | | | | |
| 38 | 1.2 - External Surface Condition | 4 - MAINTENANCE ISSUE | | | | | | |
| 39 | 1.2 - External Surface Condition | 4 - MAINTENANCE ISSUE | | | | | | |
| 40 | 1.4 - Vegetation | 4 - MAINTENANCE ISSUE | | | | | | |
| 41 | 1.1 - Fences & Barrier Walls | 4 - MAINTENANCE ISSUE | | | | | | |

| Item No | Item Reference | Risk Level | Action Taken | By Whom | Date Completed | Quote | Proceed | No Action |
|---|---|---|---|---|---|---|---|---|
| 42 | 2.9 - Storage (General) | 4 - MAINTENANCE ISSUE | | | | | | |
| 43 | 1.4 - Vegetation | 4 - MAINTENANCE ISSUE | | | | | | |
| 44 | 1.2 - External Surface Condition | 4 - MAINTENANCE ISSUE | | | | | | |
| 45 | 1.1 - Fences & Barrier Walls | 4 - MAINTENANCE ISSUE | | | | | | |
| 46 | 3.2 - Essential Safety Measures | 4 - MAINTENANCE ISSUE | | | | | | |
| 47 | 1.1 - Fences & Barrier Walls | 4 - MAINTENANCE ISSUE | | | | | | |
| 48 | 2.9 - Storage (General) | 4 - MAINTENANCE ISSUE | | | | | | |
| 49 | 4.8 - Waste | 4 - MAINTENANCE ISSUE | | | | | | |
| 50 | 2.11 - Working at Heights | 5 - RECOMMENDATION | | | | | | |

# Land Information Certificate

Local Government Act 1989 – Section 229
Local Government (General) Regulations 2004

City of KINGSTON

Landata
Dept of Environment, Land, Water and Planning
570 Bourke St
MELBOURNE VIC 3000

| | |
|---|---|
| Date of Issue: | 17 December 2024 |
| Assessment No: | |
| Property Location: | 26 Parkside Boulevard, CARRUM VIC 3197 |
| Parcel Details: | Lot 26 SP28683 |
| Certificate No: | |
| Certificate Expiry Date: | 17 March 2025 |
| Applicants Reference: | |

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the **Local Government Act 1958**, the **Local Government Act 1989** or under a Local Law of the Council and the specified flood level by the Council (if any).

This certificate is not required to include information regarding planning, building, health, land fill, land slip, other flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

Operative Date of Valuation: 01 July 2024
Relevant Date of Valuation: 01 Jan 2024

| | |
|---|---|
| Site Value: | 270,000 |
| Capital Improved Value: | 580,000 |
| Net Annual Value: | 29,000 |

Council uses Capital Improved Value to determine the value of property for rating purposes

RATES AND CHARGES
1st July 2024 to 30th June 2025

| | |
|---|---|
| **Arrears** | |
| Arrears - Brought Forward 01/07/2024 | $0.00 |
| Legal Fees Brought Forward 01/07/2024 | $0.00 |
| **Current Rate** | |
| General Rates | $1,020.68 |
| Fire Services Property Levy | $182.46 |
| Municipal Charge | $100.00 |
| Waste Management | $0.00 |
| | $ |
| | $ |
| Legal Costs/Charges | $0.00 |
| Interest on Arrears | $0.00 |
| Interest on Current Rates | $0.00 |
| **Payments** | $-868.04 |
| **Property Debts** | $0.00 (Fire Hazard / Property Clearance) |
| **OUTSTANDING** | **$435.10** |

Any outstanding balance may be subject to legal action. Please contact this office prior to settlement.



kingston.vic.gov.au
**Cheltenham** 1230 Nepean Highway **Chelsea** 1 Chelsea Road
1300 653 356 131 450 03 9581 4500 PO Box 1000, Mentone 3194 info@kingston.vic.gov.au cityofkingston kingstoncc

| | |
|---|---|
| Assessment No. | |
| Certificate No. | |
| Certificate Expiry Date | 17 March 2025 |

## ADDITIONAL INFORMATION

120 - Single Unit/Villa Unit/Townhouse

**Please Note:** All Notices of Acquisition lodged **must have the Date of Birth** and **correct future mailing address of the purchaser**. If this information is not provided, the Notice of Acquisition may be returned.

I acknowledge having received the sum of $29.72.

Please note:

i. Council policy imposes a time limit of three months from issue date during which a certificate may be updated verbally, but it should be noted that Council will only be held responsible for information provided on the certificate, and not for information provided or confirmed verbally. Delays in settlement will not be considered grounds to deviate from this policy. This certificate Expires on 17 March 2025.

ii. If an outstanding amount of rates and or charges is shown on this certificate, your attention is drawn to the provision of Section 175 of the Local Government Act 1989 regarding payment of rates and charges.

iii. Overdue amounts continue to accrue interest on a daily basis at 10.00% per annum, and may also incur legal costs if recovery action has commenced.

iv. Due Date for payment:
- In full 15 February 2025.

Four instalments: 30 September 2024, 30 November 2024, 28 February 2025, 31 May 2025.

v. Please note a fee of $22.70 (incl. GST) will apply for refund requests on overpayments.

**Please ensure you check in with Council for an LIC update prior to settlement, to ensure the balance has not changed from this certificate.**

**Important Information Regarding Settlements via PEXA**

Please note, Council is not advised through the PEXA system of any settlements which occur. You are required to forward a Notice of Acquisition to Council directly for all PEXA settlements.

BPAY

**Biller Code: 8938**

**Ref:**

**Tanya Madhwani**
TEAM LEADER REVENUE AND COLLECTIONS, CITY OF KINGSTON

**********IMPORTANT INFORMATION REGARDING THIS CERTIFICATE**********

**No Conditions apply to this property.**



community inspired leadership

kingston.vic.gov.au
**Cheltenham** 1230 Nepean Highway **Chelsea** 1 Chelsea Road
1300 653 356 131 450 03 9581 4500 PO Box 1000, Mentone 3194 info@kingston.vic.gov.au cityofkingston kingstoncc

# Property Clearance Certificate

*Land Tax*

INFOTRACK / SUNNYOAKS CONVEYANCING

| | |
|---|---|
| **Your Reference:** | 24/722 |
| **Certificate No:** | |
| **Issue Date:** | 20 JAN 2025 |
| **Enquiries:** | ESYSPROD |

**Land Address:** 26 PARKSIDE BOULEVARD CARRUM VIC 3197

| Land Id | Lot | Plan | Volume | Folio | Tax Payable |
|---|---|---|---|---|---|
| 20926333 | 26 | 28683 | 9813 | 263 | $0.00 |

**Vendor:** JOANNE KING

**Purchaser:** FOR INFORMATION PURPOSES

| Current Land Tax | Year | Taxable Value (SV) | Proportional Tax | Penalty/Interest | Total |
|---|---|---|---|---|---|
| MRS JOANNE ELIZABETH KING | 2025 | $270,000 | $0.00 | $0.00 | $0.00 |

**Comments:** Property is exempt: LTX Principal Place of Residence.

| Current Vacant Residential Land Tax | Year | Taxable Value (CIV) | Tax Liability | Penalty/Interest | Total |
|---|---|---|---|---|---|

**Comments:**

| Arrears of Land Tax | Year | Proportional Tax | Penalty/Interest | Total |
|---|---|---|---|---|

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

**Paul Broderick**
Commissioner of State Revenue

| | |
|---|---|
| CAPITAL IMPROVED VALUE (CIV): | $580,000 |
| SITE VALUE (SV): | $270,000 |
| **CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:** | **$0.00** |

# Notes to Certificate - Land Tax

## Certificate No:

**Power to issue Certificate**

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

**Amount shown on Certificate**

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
   - Land tax that has been assessed but is not yet due,
   - Land tax for the current tax year that has not yet been assessed, and
   - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

**Land tax is a first charge on land**

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

**Information for the purchaser**

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge and Vacant Residential Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

**Information for the vendor**

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

**Apportioning or passing on land tax to a purchaser**

6. A vendor is prohibited from apportioning or passing on land tax including vacant residential land tax, interest and penalty tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than $10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

**General information**

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.

8. An updated Certificate may be requested free of charge via our website, if:
   - The request is within 90 days of the original Certificate's issue date, and
   - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $975.00

Taxable Value = $270,000

Calculated as $975 plus ( $270,000 - $100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $5,800.00

Taxable Value = $580,000

Calculated as $580,000 multiplied by 1.000%.

## Land Tax - Payment Options

**BPAY**



Biller Code:5249
Ref:

**Telephone & Internet Banking - BPAY®**

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

**www.bpay.com.au**

**CARD**



Ref:

**Visa or Mastercard**

Pay via our website or phone 13 21 61. A card payment fee applies.

**sro.vic.gov.au/paylandtax**

Property Clearance Certificate updates are available at **sro.vic.gov.au/certificates**

# Property Clearance Certificate

## *Commercial and Industrial Property Tax*

*INFOTRACK / SUNNYOAKS CONVEYANCING*

| | |
|---|---|
| **Your Reference:** | 24/722 |
| **Certificate No:** | |
| **Issue Date:** | 20 JAN 2025 |
| **Enquires:** | ESYSPROD |

| | |
|---|---|
| **Land Address:** | 26 PARKSIDE BOULEVARD CARRUM VIC 3197 |

| Land Id | Lot | Plan | Volume | Folio | Tax Payable |
|---|---|---|---|---|---|
| 20926333 | 26 | 28683 | 9813 | 263 | $0.00 |

| AVPCC | Date of entry into reform | Entry interest | Date land becomes CIPT taxable land | Comment |
|---|---|---|---|---|
| 120 | N/A | N/A | N/A | The AVPCC allocated to the land is not a qualifying use. |

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

**Paul Broderick**
Commissioner of State Revenue

| | |
|---|---|
| CAPITAL IMPROVED VALUE: | $580,000 |
| SITE VALUE: | $270,000 |
| **CURRENT CIPT CHARGE:** | **$0.00** |

# Notes to Certificate - Commercial and Industrial Property Tax

## Certificate No:

**Power to issue Certificate**

1. Pursuant to section 95AA of the *Taxation Administration Act 1997,* the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

**Amount shown on Certificate**

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

**Australian Valuation Property Classification Code (AVPCC)**

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960:*
   - a general valuation of the land;
   - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
   - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
   - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
   - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

**Commercial and industrial property tax information**

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
   - the date on which the land became tax reform scheme land;
   - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
   - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

**Change of use of tax reform scheme land**

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification must be given to the Commissioner within 30 days of the change of use.

**Commercial and industrial property tax is a first charge on land**

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

**Information for the purchaser**

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

**Information for the vendor**

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

**Passing on commercial and industrial property tax to a purchaser**

11. A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than $10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

**General information**

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
    - the request is within 90 days of the original Certificate's issue date, and
    - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

# Property Clearance Certificate

*Windfall Gains Tax*

INFOTRACK / SUNNYOAKS CONVEYANCING

| | |
|---|---|
| **Your Reference:** | 24/722 |
| **Certificate No:** | |
| **Issue Date:** | 20 JAN 2025 |

| | |
|---|---|
| **Land Address:** | 26 PARKSIDE BOULEVARD CARRUM VIC 3197 |

| Lot | Plan | Volume | Folio |
|---|---|---|---|
| 26 | 28683 | 9813 | 263 |

**Vendor:** JOANNE KING

**Purchaser:** FOR INFORMATION PURPOSES

| WGT Property Id | Event ID | Windfall Gains Tax | Deferred Interest | Penalty/Interest | Total |
|---|---|---|---|---|---|
| | | $0.00 | $0.00 | $0.00 | $0.00 |

**Comments:** No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

**CURRENT WINDFALL GAINS TAX CHARGE:**

**$0.00**

**Paul Broderick**
Commissioner of State Revenue

# Notes to Certificate - Windfall Gains Tax

## Certificate No:

**Power to issue Certificate**

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

**Amount shown on Certificate**

2. The Certificate shows in respect of the land described in the Certificate:
   - Windfall gains tax that is due and unpaid, including any penalty tax and interest
   - Windfall gains tax that is deferred, including any accrued deferral interest
   - Windfall gains tax that has been assessed but is not yet due
   - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
   - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

**Windfall gains tax is a first charge on land**

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

**Information for the purchaser**

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

**Information for the vendor**

7. Despite the issue of a Certificate, the Commissioner may recover a windfall gains tax liability from a vendor, including any amount identified on this Certificate.

**Passing on windfall gains tax to a purchaser**

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

**General information**

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
    - The request is within 90 days of the original Certificate's issue date, and
    - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

## Windfall Gains Tax - Payment Options

**BPAY**

Biller Code: 416073
Ref:

**Telephone & Internet Banking - BPAY®**

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

**www.bpay.com.au**

**CARD**

Ref:

**Visa or Mastercard**

Pay via our website or phone 13 21 61.
A card payment fee applies.

**sro.vic.gov.au/payment-options**

**Important payment information**

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

# INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Sunnyoaks Conveyancing Pty Ltd
E-mail: enquiries@sunnyoaks.com.au

Statement for property:
LOT 26 26 PARKSIDE BOULEVARD
CARRUM 3197
26 SP 28683

| REFERENCE NO. | YOUR REFERENCE | DATE OF ISSUE | CASE NUMBER |
|---|---|---|---|
| 50F//09808/26 | | 17 DECEMBER 2024 | 48276691 |

## 1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

### (a) By Other Authorities

| | | |
|---|---|---|
| **Parks Victoria - Parks Service Charge** | 01/10/2024 to 31/12/2024 | $21.79 |
| **Melbourne Water Corporation Total Service Charges** | 01/10/2024 to 31/12/2024 | $30.52 |

### (b) By South East Water

| | | |
|---|---|---|
| **Water Service Charge** | 01/10/2024 to 31/12/2024 | $22.58 |
| **Sewerage Service Charge** | 01/10/2024 to 31/12/2024 | $98.05 |
| **Subtotal Service Charges** | | $172.94 |
| **Payments** | | $172.94 |
| **TOTAL UNPAID BALANCE** | | $0.00 |

- The meter at the property was last read on 18/11/2024. Fees accrued since that date may be estimated by reference to the following historical information about the property:

  **Water Usage Charge** **$0.72 per day**

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): **https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update**

***** Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at ***www.southeastwater.com.au***.

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

**South East Water**
**Information Statement Applications**
PO Box 2268, Seaford, VIC 3198

- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (General) Regulations 2021, please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

## 2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at www.southeastwater.com.au Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at www.southeastwater.com.au. When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

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

**ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au**

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

**South East Water**
**Information Statement Applications**
PO Box 2268, Seaford, VIC 3198

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

**Important Warnings**

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

## 3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

**South East Water**
**Information Statement Applications**
PO Box 2268, Seaford, VIC 3198

# ASSET INFORMATION - SEWER & DRAINAGE

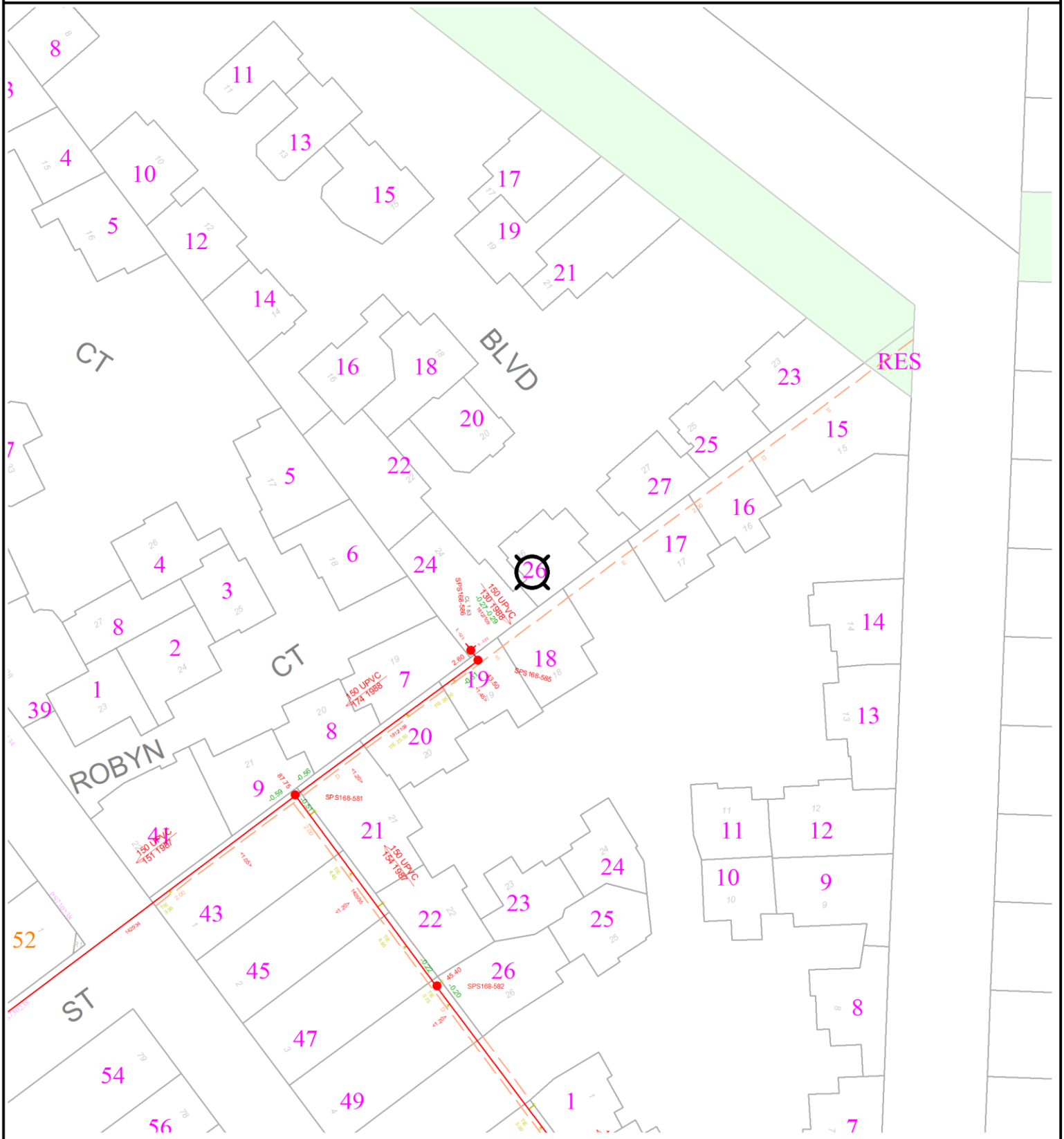
South East Water

Property: Lot 26 26 PARKSIDE BOULEVARD CARRUM 3197

Case Number: 48276691

20 0 20 40
Scale in Metres

Date: 17DECEMBER2024




WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

| | | |
|---|---|---|
| Title/Road Boundary | Subject Property | Maintenance Hole |
| Proposed Title/Road | Sewer Main & Property Connections | Inspection Shaft |
| Easement | 225 VC / 280 MOR Direction of Flow | <1.0> Offset from Boundary |

Melbourne Water Assets

| | | |
|---|---|---|
| Sewer Main | Underground Drain | Natural Waterway |
| Maintenance Hole | Channel Drain | Underground Drain M.H. |

# ASSET INFORMATION - WATER

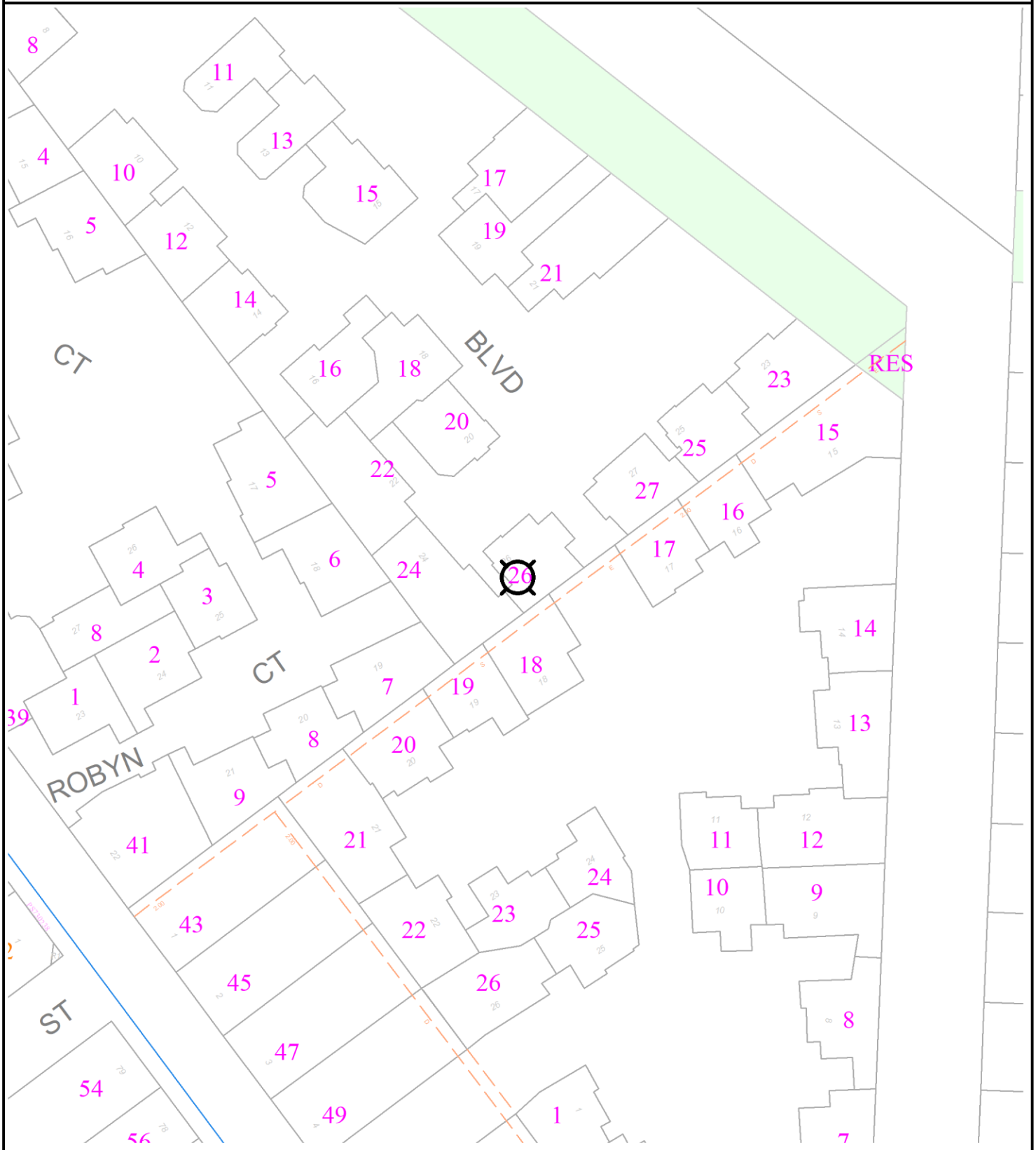
South East Water

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LEGEND

- Title/Road Boundary
- Proposed Title/Road
- Easement
- Subject Property
- Water Main Valve
- Water Main & Services
- Hydrant
- Fireplug/Washout
- ~ 1.0 Offset from Boundary

# ASSET INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

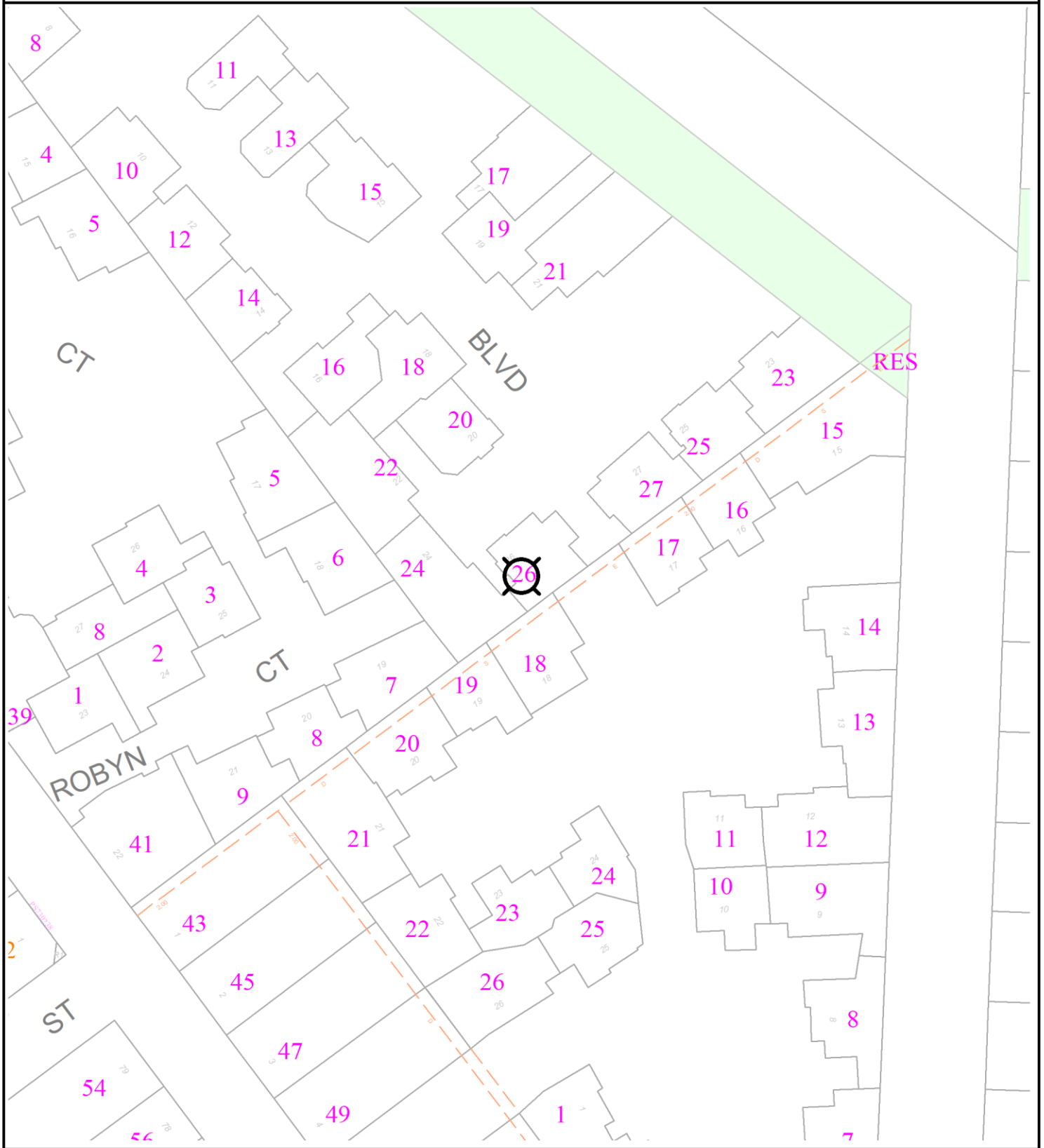
Property: Lot 26 26 PARKSIDE BOULEVARD CARRUM 3197

20 0 20 40

Scale in Metres

Case Number: 48276691

Date: 17DECEMBER2024




WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND

- Title/Road Boundary
- Proposed Title/Road
- Easement
- Subject Property
- Recycled Water Main Valve
- 100 CICL 26.9.1975 — Recycled Water Main & Services
- Hydrant
- Fireplug/Washout
- ~ 1.0 — Offset from Boundary

# OWNER BUILDER DEFECTS REPORT (137B REPORT)




| | |
|---|---|
| **Prepared for Clients:** | Joanne King |
| **Inspection Address:** | 26 Parkside Boulevard<br>Carrum, Victoria 3197 |
| **Date of Inspection:** | Wednesday, 29 January 2025 |
| **Inspector** | Timothy Lau ARBV 15355, IN-PS 76107 |
| **People Present:** | Joanne, Timothy Lau |
| **Weather Conditions:** | Sunny |
| **Orientation of Building:** | The front of the building faces North-West |

## CLIENT DETAILS

**Name:** Joanne King

## INTRODUCTION

We were instructed to carry out an Owner-Builder Defects Report on the property. Our engagement is restricted to that of a Building Consultant and not of a Building Surveyor, as defined in the Building Act of 1993.

Our inspection has therefore been a visual, non-invasive inspection of the finishes of the building, with respect to their quality, functionality and workmanship, prior to the expiration of the builder's warranty period.

This report has been prepared to meet the requirements of Section 137B of the Building Act and is in no way to be considered a pre-purchase building inspection report. This report cannot be relied upon as evidence of the building's suitability for purchase or to satisfy a contract of sale under the Sale of Land Act 1962.

## REASONABLE ACCESS

Only areas to which reasonable access is available were inspected. The Australian Standard 4349.1 defines reasonable access as "areas where safe, unobstructed access is provided and the minimum clearances are available, or, where these clearances are not available, areas within the consultant's unobstructed line of sight and within arm's length." Reasonable access does not include the use of destructive or invasive inspection methods, nor does reasonable access include cutting or making access traps, or moving heavy furniture or stored goods.

| | |
|---|---|
| Roof Exterior | Accessible from a 3.6m ladder placed on the ground |
| Roof Interior | 400 x 500 Access Hole (mm), 600 x 600 Crawl Space (mm)<br>Accessible from a 3.6m ladder |
| Sub-Floor | 500mm x 400mm |
| Timber Floor | 400mm to bearer, joist ducting or other obstruction |
| Concrete Floor | 500mm |

## TITLE

Description

## ICON SYMBOL DEFINITIONS

No action to be taken

Attention Required

Defect

N/A Not applicable

# PROPERTY DETAILS

| | |
|---|---|
| **Approximate Age:** | 40 years |
| **No. of Storeys:** | 1 |
| **Foundation:** | Concrete Slab |
| **Floor:** | Laminate, Tiles, Carpet |
| **Roof:** | Concrete Tiles |
| **Window Frames:** | Timber |
| **External Walls:** | Brick Veneer |
| **Car Accommodation:** | Single |

# WORK DETAILS

| | |
|---|---|
| **Date of Report:** | Wednesday, 29 January 2025 |
| **Occupancy Permit No.** | N/A |
| **Building Permit No.** | N/A |
| **Drawing No.** | N/A |
| **Drawing No.** | N/A |
| **Certificate of Final Inspection No.** | N/A |
| **Plans Sighted:** | N |
| **Prepared by:** | N/A |
| **Building Surveyor:** | N/A |
| **Building Surveyor Registration:** | N/A |
| **Domestic Building Works covered by this report:** | Internal Alterations |
| **Description of Building and Materials used in Construction:** | Bathroom Renovation |

# OUR FINDINGS

## WET AREAS

### Bathroom 1

| | | |
|---|---|---|
| ✓ Basin | N/A Bidet | ✓ Ceiling |
| N/A Cistern and Pan | ✓ Dampness | ✓ Doors |
| ✓ Floor | ✓ Floor Tiles | ✓ Shower Recess |
| N/A Spa | ✓ Ventilation | ✓ Wall Tiles |
| ✓ Windows | | |

✓ Bath




**Direction:**
View to the West

Screen




**Direction:**
View to the East

Shower Rose




**Direction:**
View to the East

## Taps/Pressure




**Direction:**
View to the South

## Vanity




**Direction:**
View to the South

**Observation:**
Refer to summary

## Walls




**Direction:**
View to the West

# SUMMARY

**Areas of the building/s inaccessible at the time of inspection**
The subject area was accessible at the time of the inspection.

**If applicable, condition of all essential safety measures that must be maintained pursuant to Part 12 of the Building Regulations 2006 (including copy of the essential safe measure report).**
Not applicable

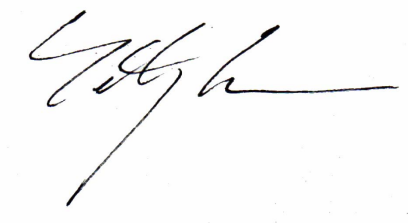
**Condition and status of incomplete works**
Plumbing penetration is not sealed.

**List of Defects**
The Works have been inspected and is defect free based on AS4349.1 - Inspection of Buildings and Guide to Standards and Tolerances 2015

**General notes**
No secondhand material was used on the Works.
No Glazing Certificate was sighted.

Thank you for engaging The Home Inspection Hub to carry out your inspection.

Kind Regards,



Timothy Lau
ARBV 15355, IN-PS 76107
Contractor for
**The Home Inspection Hub**

# BUILDING TERMINOLOGY

| | |
|---|---|
| **Ant Capping** | Termite barrier (shield), usually of galvanised iron, placed over piers and dwarf walls to control the entry of termites. |
| **Arch** | A structure of wedged shaped blocks, or square blocks with wedge shaped joints, over an opening so disposed as to hold together when supported from the sides, and capable of carrying a load over the opening. |
| **Architrave** | A moulded section covering the joint between window and door frames and the wall lining. |
| **Backfill** | To fill the earth, any remaining space after placing concrete, brickwork, timber, pipes etc. in an excavation. |
| **Bagging** | A masonry process in which thin mortar is applied to the face of the work with some coarse material. |
| **Barge Board** | The board covering the roof timbers on the gable or skillion end of a roof, fixed parallel to the roof slope. |
| **Bead** | A moulding, generally of small size in cross section. |
| **Beam** | A horizontal load-bearing structural member. |
| **Bearer** | A member of floor framing, spanning piers and supporting joists. |
| **Bed Joint** | Horizontal joint in brickwork. |
| **Bowing** | Deformation of timber at right angles to its face. |
| **Brace** | Usually a diagonal, which resists lateral loads and/or movements of a structure. |
| **Brick Construction** | A construction where the external and internal walls are built of brick. |
| **Brick Veneer** | Timber framed construction with an outside skin of brickwork tied to the frame. |
| **Building Line** | A line established by the local council which is the minimum distance that must be maintained from the building to the street boundary. |
| **Cantilever** | A projecting beam supported at one end, or a large bracket for supporting a balcony or cornice. |
| **Capping** | The uppermost part on top of a piece of work. |
| **Cavity Wall** | A hollow wall, usually consisting of two brick walls erected 40-50mm apart and joined together with ties of metal. |
| **Ceiling Joist** | A structural member which binds the wall and roof framing together and carries the mass of the ceiling sheeting. |
| **Cladding** | Any material used to face a building or structure. |
| **Cornice** | A horizontal decorative moulding that is designed to provide an attractive finish at the junction of the wall and ceiling. |
| **Crazing** | Fine cracks that may occur on a plastered or rendered surface. |
| **Cupping** | Distorting of wide boards showing curvature across the grain causing the broad surface to be concave. |
| **Damp Proof Course (DPC)** | A barrier, usually physical, built into masonry to prevent moisture migrating up from the ground or down from above, e.g. chimneys, parapets. |
| **Door Jambs** | The two vertical members of a door or window frame. |
| **Eave** | The lower part of a roof that overhangs the walls. |
| **Efflorescence** | A white or coloured powder sometimes formed on the surface of masonry by the deposit of soluble salts. |
| **Elevation** | A geometrical drawing of a facade/wall of a building. |
| **Expansion Joint** | A joint in a building to permit thermal movement or creep. |
| **Expansion Strip** | A soft, resilient material used to fill the void provided for the expansion and contraction of any two adjacent substances. |
| **Fascia** | A board fixed horizontally to the lower ends of the rafters, to which guttering may be fixed. Also forms the outside board of a boxed eave. |
| **Finishes** | The final applied coat or natural surface of a material used in walls, ceilings or floors of a building. |

| | |
|---|---|
| **Footing** | The construction whereby the weight of the structure is transferred from the base structure to the foundation. |
| **Foundation** | The ground upon which the footings of a building are constructed. |
| **Gable** | The triangular end of a house formed at the end of a pitched roof, from eaves level to apex. |
| **Hip** | A slanting ridge formed by the intersection of two sloping roof surfaces at an external corner. |
| **Lintel** | A structural member or beam carrying loads over an opening. |
| **Lyctus Borer** | A borer that attacks sapwood or hardwoods. |
| **Masonry** | Brick, concrete, stone, artificial stone or terracotta laid in mortar. |
| **Mitre** | Half the angle of a joint, e.g. corners of door/window architraves. |
| **Moisture Barrier** | Material which is used to retard the flow of vapour or moisture into the floor or walls. |
| **Moisture Content** | Mass of water contained in timber expressed as a percentage of dry wood fibre. |
| **Mortar** | A composition of lime and/or cement and sand mixed with water in various proportions. |
| **Nogging** | A horizontal piece of timber fixed between studs in a framed wall. |
| **Non-Load Bearing Wall** | One which supports no vertical load except that of its own weight and merely defines spaces. |
| **Overhang (Roof)** | The section of a roof extending over the external wall. |
| **Parapet** | Low wall at the edge of a roof, balcony, bridge or terrace. |
| **Party Wall** | The wall between two adjoining buildings but common to and used to advantage of both buildings. |
| **Pergola** | An open framework over a path, terrace or patio. |
| **Perpends** | The vertical joints in a masonry wall. |
| **Plumb** | Vertical or perpendicular. |
| **Quoin** | The dressed or finished stones at the corners of a masonry home, sometimes faked in a stucco or wood structure. |
| **Rafter (Common)** | In roof construction, a timber framing member providing the principal support for the roofing material. |
| **Reinforcing Fabric (Reo)** | Prefabricated steel reinforcement for concrete, consisting of an oblong or square mesh of parallel steel wires welded at points of contact and manufactured in flat sheets or rolls. |
| **Retaining Wall** | Any wall subjected to lateral pressure other than wind pressure and built to retain material. |
| **Ridge** | The horizontal member at the highest point of a roof where the common rafters meet. |
| **Roof Pitch** | The angle formed between a sloping roof surface and a horizontal line. |
| **Roof Truss** | A frame designed to carry the loads of a roof and its covering over the full span without intermediate support. |
| **Rough in** | To lay out the basic lines of electrical or plumbing requirements, without making the final connections. |
| **Sarking** | A covering of water-proof building paper beneath the external roof covering. |
| **Sash** | The framework in a window, into which the glass is fitted. |
| **Soffit** | The lower face or under-surface of anything (arch, eaves of a roof). |
| **Stud** | A vertical member in wall framing. |
| **Suspended Ceiling** | A ceiling which is suspended from and is not in direct contact with the floor or roof construction above and generally used to conceal services. |
| **Underpinning** | The construction of new footing and walling under the footings of an existing structure which have failed or may fail. |
| **Valley** | The internal angle formed by two inclined slopes of a roof or an internal corner. |
| **Wall Tie** | A steel wire tying brickwork to a timber frame. |
| **Weep Holes** | Openings left in the perpend of a brickwork course over flashings and at the bottom of wall cavities for drainage purposes. |

# The Home Inspection Hub

## OWNER BUILDER TERMS & CONDITIONS

The inspection will be carried out in accordance with the requirements of Section 137B of the Building Act 1993. The Home Inspection Hub will carry out the inspection and report as requested by the client in accordance with these Terms and Conditions.

### Terms and Conditions

1. The report has been prepared in accordance with the requirements of Section 137B of the Building Act 1993 and the associated Building Acts and Regulations.
   - 1.1 "Building" is defined in the Building Act 1993 as any structure, temporary building, temporary structure, or any part of a building or structure.
   - 1.2 "Construction" in relation to a building, is defined in section 137B of the Building Act 1993 as to build, rebuild, erect or re-erect the building, make alterations to the building, enlarge or extend the building, manage or arrange any other person to do anything referred to above.
2. The purpose of the inspection
   - 2.1 The inspection is to provide a record of the overall condition of the property on the date and at the time of the inspection with the Inspector having access to all areas. Areas not inspected are noted on this report.
   - 2.2 Areas for inspection shall cover all safe and accessible areas defined as those which can be accessed by a 3.6m ladder on the ground or those which have at least 650mm unimpeded vertical and horizontal clearance without the removal of furniture, fittings, cladding or lining materials, plants or soil. Such access does not include the use of destructive or invasive inspection methods nor does it include removing screws and bolts to access covers or cutting or making access traps or moving furniture, floor coverings or stored goods.
   - 2.3 In the case where a property is occupied, the client must be aware that personal items and furnishings may restrict access to rooms and limit vision in places. These items may conceal signs of problems which may only be discovered once items have been shifted or removed.
3. The Report covers only the building works carried out by the nominated Owner-Builder, as advised by the client. It is not a pre-purchase property inspection, within the meaning of AS4349.1, and therefore does not cover works carried out by anyone other than the Owner- Builder. Purchasers cannot rely on this report to ascertain the full condition of the building.
4. Materials notes as "recycled" or "second-hand" in this Report, are not covered by any warranties extended by his practitioner and/or the relevant Insurer. As such, any reference to these items has been based on a casual inspection only.
5. The scope of the inspection
   - 5.1 The inspection comprised a visual assessment of the property to identify major defects and to report on the general condition of the property at the time of the inspection.
   - 5.2 An estimate of the cost of rectification of defects is outside the scope of the Standard and does not form part of this report.
   - 5.3 The report does not cover any part of the premises located beneath the ground surface (such as sewer, stormwater drains etc.) except in the case of a Base Stage inspection, if these areas are visible.
   - 5.4 This report does not deal with non-standard inspections such as electrical installation or other specialist inspections (such as plumbing, hydraulics, mechanical services or geotechnical).

5.5 The inspection will not look for timber pest activity. However, if timber pest damage is found then it will be reported. The Inspector will only report on the damage which is visible. It is recommended to have an inspection carried out in accordance with AS4349.3-1998 Timber Pest Inspections by a fully qualified, licensed and insured Timber Pest Inspector.

5.6 The report does not cover the identification of asbestos related products.

5.7 The report does not determine whether the building complies with the provisions of any building Act, regulation, ordinance, local law, by-law, or as an insurance policy or a warranty against problems developing with the building in the future.

5.8 The report does not contain the assessment of any apparent defect including rising damp and leaks as the detection of which may be subject to prevailing weather conditions or recent occupancy or use of services.

5.9 The report may not cover issues of maintenance or specific minor defects (such as jamming doors, windows or catches, decorative finishes or hairline or slight cracks). The report may include a general assessment of the general incidence of minor defects in the building compared with otherwise similar properties.

5.10 The report shall identify any observed item that may constitute a present or imminent serious safety hazard.

5.11 The roof has not been water-tested for leaks, or the guttering checked for levels.

5.12 The roof areas are deemed to be inaccessible.

5.13 The report and inspection does not assess the condition of conspicuous, non-structural items such as carpets, vinyl floor coverings etc. or the operation of any appliances, spa pumps or pool equipment or matters of privacy or vehicle access. Such matters are for the client's own consideration.

6. The report is prepared for the sole and exclusive use of the client whose name appears on page 1 of the report and cannot be used or acted upon by any other party without the express written permission of The Home Inspection Hub. The report does not constitute a certificate of compliance of the property within the requirements of any Act, regulation, ordinance, local law or by-law and does not warranty against problems developing with the building in the future.
7. The Home Inspection Hub accepts no liability for advice given in this report beyond a refund of the inspection fee.
8. If plans, town planning or building permits are not sighted at the time of this inspection, it is the purchaser's responsibility to verify the legality of these works.
9. This Building Practitioner and/or the relevant Insurer are not liable in respect to any defects referred to in this Report.
10. This Report is valid for a period of six (6) months from the date of the Report. As per section 137B(2)(a)(ii) of the Building Act 1993, this Report must be obtained not more than 6 months before the person enters into the contract to sell the building.
11. The report does not cover the identification of non-compliant and non-conforming building products and materials as outlined within the requirements of the National Construction Code (NCC).
12. This Report must be provided to the Purchaser and/or the Insurer as required, prior to entering into a contract of sale.

# Feedback Form

Thank you for choosing The Home Inspection Hub to conduct your inspection today. We hope that your experience was a positive one.
Take a moment to complete the following questionnaire, then email it to:
info@thehomeinspectionhub.com.au

**Your name:**

**Date of inspection:**

**Inspector:**

Please rate your satisfaction with our service (please choose one):

- ☐ Very Satisifed
- ☐ Satisified
- ☐ Neutral
- ☐ Dissatisifed

Additional comments:

| |
|---|
| |

How would you describe your experience with us? (Multiple selections can be made)

- ☐ I am happy with the level of customer service I received
- ☐ Customer service needs improvement
- ☐ I received quality advice on how to deal with any defects
- ☐ The booking process was easy
- ☐ The booking process was too difficult
- ☐ The inspector arrived on time to the appointment
- ☐ The price was fair
- ☐ I was not happy with the price

How can we improve our service?

| |
|---|
| |

Are you happy for us to share your comments online?

- ☐ Yes
- ☐ No

Will you refer us to your friends and family?

- ☐ Yes
- ☐ No

Thank you for your time and your feedback

**AOBW** 202501-0114

# Certificate Of Insurance

Building Act 1993 Section 135

Domestic Building Insurance Order Certificate in respect of Insurance

Domestic Building Contract

A Contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under section 135 of the Building Act 1993 has been issued by Assetinsure Pty Ltd (ABN 65 066 463 803)

| | |
|---|---|
| **In respect of:** | Non-Structural Improvements |
| **At:** | 26 Parkside Boulevard, Carrum, VIC, 3197, AUSTRALIA |
| **Carried out by:** | Joanne King |
| **For:** | The Purchaser |
| **Building Permit:** | N/A |
| **Construction Complete Date:** | 08/08/2024 |
| **Defects Inspection Report:** | Timothy Lau ARBV15355 |
| **Defects Inspection Date:** | 29/01/2025 |

Subject to the Building Act 1993, the Ministerial Order and the conditions of the insurance contract, cover will be provided to the purchaser named in the Contract of Sale and to the successors in title to the purchaser.

**Authorisation:** In witness whereof, the insurer issuing this policy has caused this policy to be signed by the Authorised Signatory of the insurer's agent.

Signed at Seaford on Friday, 31 January 2025



**Cover is only provided if the owner builder noted in this certificate has died, disappeared or become insolvent.** The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the Policy wording.
**Important notice:** This certificate must be read in conjunction with the policy wording and kept in a safe place. These documents are very important and must be retained by you and any successive owner s of the property for the duration of the statutory period of cover.

# Assetinsure

# Owner-Builder Warranty Insurance

# Victoria

**Effective date:17/06/2022**

## Table of Contents


IMPORTANT INFORMATION ..... 3
INTRODUCTION ..... 3
ABOUT ASSETINSURE ..... 3
ABOUT AOBIS ..... 3
DUTY TO TAKE REASONABLE CARE NOT TO MAKE A MISREPRESENTATION ..... 3
LIMITATION OR EXCLUSION OF RIGHTS AGAINST THIRD PARTIES ..... 4
INTERESTED PARTIES ..... 4
PRIVACY STATEMENT & COLLECTION NOTICE ..... 4
DISPUTE RESOLUTION PROCESS ..... 5
OUR AGREEMENT WITH YOU ..... 5
APPLYING FOR INSURANCE ..... 5
YOUR POLICY ..... 5
GOODS AND SERVICES TAX (GST) ..... 5
CONFIRMING TRANSACTIONS AND UPDATING INFORMATION ..... 6
DEFINITIONS ..... 7
OUR COVER ..... 8
CERTIFICATE OF INSURANCE ..... 8
PERIOD OF COVER ..... 8
WE WILL PAY ..... 8
EXCESS ..... 9
EXCLUSIONS ..... 9
CLAIMS PROCEDURE ..... 10
CONDITIONS ..... 11
HOW WE WILL COMMUNICATE ..... 11
JURISDICTION ..... 12

# Important Information

## Introduction

Welcome and thank **you** for choosing the Assetinsure Owner-Builder Warranty Insurance – Victoria, distributed by Australian Owners Builders Insurance Services Pty Ltd.

In this section, where we use the term 'you'/'your'/'yourself', we are referring to the person(s) who applied for this Policy and submitted an Insurance Application. In the next section of the Policy wording, you are later referred to as the Owner-Builder.

## About Assetinsure

**You** can contact Assetinsure by:

- post, at PO Box R299,
  Sydney NSW 1225;
- telephone, at (02) 9251 8055; or
- email, at info@assetinsure.com.au

Assetinsure Pty Ltd ("**Assetinsure**") is authorised by the Australian Prudential Regulation Authority ("**APRA**") to conduct general insurance business. For further information visit their website at www.assetinsure.com.au

## About AOBIS

This insurance is arranged by Australian Owner Builders Insurance Services Pty Ltd ("**AOBIS**") ABN 95 122 431 654 operating under AFSL No. 308705. In arranging this insurance, AOBIS is acting under the authority and as the agent of Assetinsure (and not as **your** agent).

**You** can contact AOBIS by:

- post, at PO Box 2294,
  Seaford VIC 3198;
- telephone, at 1300 850 131; or

email, at underwriter@aobis.com.au

## Duty to take reasonable care not to make a misrepresentation

This **Policy** is a consumer insurance contract for the purposes of the *Insurance Contracts Act 1984* (Cth).

Before **you** enter into this contract of insurance, **you** have a duty to take reasonable care not to make a misrepresentation. This means that **you** need to take reasonable care to provide honest, accurate and complete answers to **our** questions. A misrepresentation includes a statement that is false, partially false, or which does not fairly reflect the truth.

If **you** are not sure of the answers to any of **our** questions, or whether the information **you** previously provided remains honest, accurate and complete, **you** should check it and find out. It is also important to understand that, in answering the questions and checking the information, **you** are answering for **yourself** and anyone else to whom the questions apply. If **you** are answering questions on behalf of anyone, **we** will treat your answers or representations as theirs.

As **we** use **your** answers to decide what insurance **we** will offer, to calculate **your** premium, and to assess any claim **made**, it is essential that **you** contact **us** if **you** have any doubts.

Whether **you** have taken reasonable care not to make a misrepresentation will be determined with regard to all relevant circumstances, including:

- explanatory material or publicity produced or authorised by **us**;
- how clear, and how specific any questions **we** asked were and how clearly **we** communicated to **you** the importance of answering those questions, and the possible consequences of failing to do so;
- whether or not an agent was acting for **you**;
- whether the contract was a new contract or was being renewed, extended, varied or reinstated;
- any particular characteristics or circumstances relating to **you** which **we** are

aware or ought reasonably to have been aware.

Any misrepresentation made fraudulently is a breach of **your** duty.

If **your** circumstances make it difficult for **you** to know how to answer any of **our** questions, or **you** are not clear how to explain **your** situation to **us**, **you** should contact AOBIS.

## Limitation or Exclusion of Rights Against Third Parties

This **Policy** provides that **you** must not limit or exclude **your** rights against a party from whom **you** might otherwise be able to recover in respect to the loss or damage - see Condition e) of this **Policy**.

## Interested Parties

This **Policy** provides that the cover provided by this **Policy** does not extend to an interest in the **Dwelling** that is not **your** interest - see Condition f) of this **Policy**.

## Privacy Statement & Collection Notice

This Privacy Statement describes how Assetinsure and AOBIS collect, use, handle and disclose **your** personal information. It also describes the matters to which **you** give your consent when applying for a Policy.

AOBIS and Assetinsure are committed to protecting the privacy of personal information and are bound by the provisions of the *Privacy Act 1988* (Cth), which sets out the standards to be met in the collection, holding, use and disclosure of personal information.

### Collection and use of personal information

**We** collect personal information, including through **our** agents and licensees such as AOBIS, to determine whether and on what terms **we** might issue **you** an insurance **Policy**, or to manage a claim in relation to an insurance **Policy you** have with **us**. **We** may use **your** personal information for other purposes if **you** consent. This may also be the case in other limited circumstances permitted under the *Privacy Act 1988* (Cth), such as where **you** would reasonably expect **us** to do so and/or the other purpose is related to the purpose for which **we** collected the information.

In some circumstances, **we** may collect **your** personal information from another person or another source. This will only be where it is unreasonable or impracticable for **us** to collect it directly from **you** or **you** would expect **us** to collect the information from the nominated third party. For example, where **you** authorise a representative, e.g. an insurance broker, a financial planner, a legal services provider, an agent or carer providing services to **you** to deal with **us** on **your** behalf.

If **you** provide information about any other person, **you** agree to tell them that **you** are providing this information to **us**, of **our** contact details in this document, the reason **you** are providing this information, the fact that **we** have collected personal information from **you** and of the contents of this Privacy Statement.

### Consequences if information is not provided

If **you** do not provide all the information requested, the main consequence is that **we** may not be able to issue **you** with a **Policy** or pay **your** claim.

### Disclosure

**You** agree that **we** may disclose **your** personal information to:

- AOBIS;
- **our** external service providers and contractors (such as any mail house, commercial agent or entities engaged to carry out certain business activities on **our** or **your** behalf);
- **our** related entities or assigns, another insurer, **our** reinsurers, **our** agents and external advisers (such as legal and other professional advisers);
- any other person **we** consider necessary to execute **your** instructions;
- any financial institution to or from which a payment is made in relation to any **Policy you** have;
- a person with **your** consent or where disclosure is authorised or compelled by law, to regulatory, law enforcement,

dispute resolution or government bodies.

### Transfer of personal information overseas

**You** agree that **we** may disclose **your** information overseas, including the USA, Canada, Bermuda, Europe (including the United Kingdom), Singapore, Hong Kong and India.

### Access and Complaint

Assetinsure's Privacy Policy is currently available on **our** website at: www.assetinsure.com.au/key-policies/privacy-policy/.

The Privacy Policy sets out details of how **you** can access (and, if necessary, correct) the personal information **we** hold about **you**. It also sets out how and to whom **you** might complain about a breach of Privacy Law.

If **you** require any other information regarding Privacy, **you** can contact Assetinsure's Privacy Officer by:

- post, at Level 21, 45 Clarence Street, Sydney NSW 2000;
- telephone, at (02) 8274 2898; or

email, at privacy@assetinsure.com.au

## Dispute Resolution Process

At AOBIS and Assetinsure, **we** strive to do things the right way and keep **our** customers happy. However, both AOBIS and Assetinsure recognise that occasionally disputes may arise.

### Making a Complaint

If **you** have a complaint concerning the financial product or services provided to **you** we will try to resolve it immediately. The best first step is to approach the person at AOBIS with whom **you** were dealing to see if they can resolve the matter to **your** satisfaction.

If **you** remain dissatisfied with the solution AOBIS offers, please contact **us** and we will refer the matter to Assetinsure's Complaint Management process.

Regardless of who is managing **your** complaint, the goal is to resolve **your** complaint and respond with a decision within 30 calendar days.

**You** may also seek a review of a decision **we** make about a claim made under this **Policy** at the Victorian Civil and Administrative Tribunal provided **you** do so within 28 days of the decision. Please visit www.vcat.vic.gov.au for more information.

## Our Agreement with You

This **Policy** is a legal contract between **you** and **us**.

This **Policy** will only respond to claims in connection with **Work** described in the Contract which supported the **Insurance Application** for this insurance, and carried out at the site described in the **Policy**.

## Applying for Insurance

To apply for this insurance, **you** will need to complete an **Insurance Application** and provide the information **we** require to determine whether to issue a **Policy**, and if so, on what terms.

Where **we** issue a **Policy**, cover is provided on the basis:

- that **you** have paid or agreed to pay **us** the premium for the cover provided;
- that the verbal and/or written information provided by **you** which must be given in accordance with **your** duty to take reasonable care not to make a misrepresentation either verbally or in writing.

## Your Policy

**Your Policy** consists of the **Policy** terms and conditions in this booklet, any endorsements and the **Certificate of Insurance we** issue **you**. Please read **your Policy** carefully, and satisfy **yourself** that it provides the cover that **you** require. **You** should keep this booklet and the **Certificate of Insurance** together in a secure place for future reference.

## Goods and Services Tax (GST)

The premium on this **Policy** includes an amount for GST and if **we** pay a claim **your** GST status may determine the amount to be paid on the claim.

**You** must advise **us** if **you** are registered, or required to be registered, for GST purposes, and **you** must when requested tell **us** what **your** entitlement to Input Tax Credits (ITCs) is for **your** insurance premium.

When determining the amount to be paid for a claim under this **Policy**, any payment or supply **we** make to **you** for the acquisition of goods, services or other supply (or monetary compensation in lieu thereof) or otherwise for **your** claim will be calculated on the GST inclusive cost of **your** claim. In calculating such payment, **we** are entitled to reduce it by any ITC to which **you** are, or would be, entitled:

- for the acquisition of such goods, services or other supply; or
- if the payment had been used to acquire such goods, services or other supply.

However, the total of all payments **we** make will not exceed $300,000.--.

All amounts referred to in this **Policy** are inclusive of any taxes, levies, duties or charges that payment would be affected by or subject to.

If **you** make a claim and we are obliged by law to withhold any amount from the payment in order to satisfy that law (for example, because you have not provided your ABN where required to do so), the amount withheld will be treated as forming part of the claim payment paid under this Policy (even though you have not received the withheld amount).

## Confirming Transactions and Updating Information

**You** can ask **us** to confirm any transaction under **your** insurance by contacting **us**. If **you** need any of the information contained in this document or if **you** have any queries, please contact AOBIS:

## Definitions

Some key words and terms used in this **Policy** have special meanings. Wherever the following words or terms are used in the **Policy** they mean what is set out below.

Please note that from this section onwards, the terms '**you**'/'**your**'/'**yours**' is separately defined and have a different meaning to the preceding pages of this **Policy**. Whereas the preceding pages of this **Policy** define '**you**'/'**your**'/'**yours**' as the **Owner-Builder** and person(s) who applied for this **Policy** and submitted an **Insurance Application**, in this section of the **Policy** wording, '**you/your/yours**' means the purchaser of the **Dwelling** and any successor in title (see full definition over the page).

**Act** means the Building Act 1993 (VIC) as amended from time to time.

**Act of Terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological or similar purposes or reason, including the intention to coerce or influence any government and/or to intimidate or put the public, or any section of the public, in fear, but does not include acts which are:

i) advocacy, protest, dissent or industrial action; and

ii) not intended to cause serious physical harm, death, or endangerment of life to a person (other than the life of person committing the act) or create a serious risk to health or safety to the public or a section of the public.

**Authority** means the same as it does in the **Order**.

**Certificate of Insurance** means the most recent certificate issued by **us** in connection with this **Policy**.

**Completion Date** means the same as it does in the **Order**.

**Defective** means the same as it does in the **Order**.

**Disappearance** (and its corresponding forms) means the same as it does in the **Order**.

**Domestic Building Work** means the same as it does under the **Order**.

**Dwelling** means the home (as defined in the **Order**) described in the **Insurance Application**.

**Insolvent** (and its corresponding forms) means the same as it does in the **Order**.

**Insurable Contract of Sale** means the same as it does under the **Order**.

**Insurance Application** means the application form completed by the **Owner-Builder** applying for this insurance.

**Non-Structural Defect** means the same as it does in the **Order**.

**Order** means the Order made under the **Act** by the Minister for Planning and as gazetted in May 2003 entitled 'Domestic Building Insurance Ministerial Order' as supplemented and/or amended from time to time.

**Owner-Builder** means the owner-builder described in the **Insurance Application** who is also an owner-builder under the **Order**, but does not include owner-builders who are registered builders.

**Policy** means this policy wording, any endorsements and the **Certificate of Insurance**.

**Statutory Warranty** means a warranty implied into the **Insurable Contract of Sale** by section 137C of the **Act**.

**Structural Defect** means the same as it does in the **Order**.

**Trade Practices Provision** means the same as it does under the **Order**.

**Tribunal** means the same as it does in the **Order**.

**We/us/our** means Assetinsure Pty Limited (Assetinsure) (ABN 65 066 463 803).

**Work** means the **Domestic Building Work** which is carried out or to be carried out by the **Owner-Builder** to the **Dwelling**.

**You/your/yours** means the purchaser of the **Dwelling** or the land on which the **Dwelling** is constructed, and any successor in title to that person. If the domestic building work is carried out on land in a plan of

subdivision containing common property, it also means the body corporate for that land or a **Dwelling** on that land.

It does not include:

a) the **Owner-Builder**

b) the purchaser, if the purchaser is a related body corporate (within the meaning of section 50 of the Corporations Act 2001) of the owner builder; or

c ) the purchaser, if neither the purchaser nor the **Owner Builder** is a public company but each has a common director or shareholder.

## Our Cover

This **Policy** is intended to comply with the requirements set out under the **Order** and any term of this **Policy** which conflicts with, or is inconsistent with, the **Order** shall be read and be enforceable as if it complies with the **Order.**

**We** will provide insurance cover to **you**, subject to the terms, conditions and exclusions set out in this **Policy**, if the **Owner-Builde**r dies, becomes **Insolvent**, or **Disappears** and **you** suffer:

a) a loss or damage arising from a breach of a **Statutory Warranty;**

b) the costs of alternative accommodation, removal and storage that are reasonably and necessarily incurred as a result of a breach of a **Statutory Warranty**. **We** will only pay the costs of alternative accommodation or storage that are reasonably and necessarily incurred for up to 60 days, excluding any period of delay attributable to **us**;

c) the cover **we** give in paragraphs a) and b) above extends to the acts or omissions of all persons contracted by the **Owner-Builder** to perform the **Work**.

**We** will not be required to indemnify the purchaser in respect of a **Statutory Warranty** that all materials used under the **Work** were new to the extent that any materials used were not new if:

a) the condition report required by section 137B(2)(a) of the **Act** states that the materials were not new; or

b) it was apparent from the nature of the relevant **Work** that the materials were not new.

## Certificate of Insurance

a) **We** must provide a **Certificate of Insurance** evidencing that insurance for the **Work** has been issued which complies with the **Order**:

   i. to **you** immediately on the issue of this **Policy**; and

   ii. on request by **you** or the **Builder** at any time.

b) The **Certificate of Insurance** shall be in the form prescribed by the **Order**.

c) The **Work** is not covered until **we** have provided to the **Owner-Builder** or **you** a **Certificate of Insurance** evidencing insurance for the **Work**.

## Period of Cover

a) This **Policy** provides the cover in relation to **Non- Structural Defects** in respect of loss or damage occurring during the period

   i. commencing on the date of the contract of sale; and

   ii. ending 2 years after the **Completion Date** for the **Work**.

b) Subject to paragraph a) above, this **Policy** provides the cover in respect of all other loss or damage occurring during the period

   i. commencing on the date of the contract of sale; and

   ii. ending 6 years after the **Completion Date** for the **Work**.

## We will Pay

1. **We** will pay up to, but not more than $300,000 in the aggregate, for all claims made under this **Policy** in respect of any one **Dwelling**, including reasonable legal costs and expenses incurred by the **Insured** associated with a successful claim against **us**.

2. If the claim is in respect of the cover for loss or damage resulting from conduct of the **Owner-Builder** which contravenes a **Trade Practices Provision**, **we** will only pay the costs of rectifying the **Work**.

3. If the **Work** is carried out on land in a plan of subdivision containing common property, and **we** paid a claim relating to the common property then the amount of cover in respect of any home on land on the plan of subdivision is to be reduced by not more than an amount calculated by dividing the amount paid under the claim by the number of homes on land in the plan of subdivision.

All references in the **Policy** to dollar amounts are inclusive of any applicable goods and services tax (GST).

## Excess

1. Subject to paragraph 2 below, **you** must bear at **your** own risk:
   a) the first $1,000 of each claim first made more than 5 years after the **Completion Date**;
   b) the first $750 of each claim first made between 3 and 5 years after the **Completion Date**;
   c) the first $500 of each claim first made between 1 and 3 years after the **Completion Date**; or
   d) a claim under $500 made between 3 and 12 months after the **Completion Date**.

2. For the purposes of paragraph 1 above:
   a) a claim of $500 or more may relate to more than one defect if the amount claimed for any one or more defects is less than $500.
   b) The date when a claim is made is the earlier of:
      i. the date when **you** first notify **us** of a circumstance that may give rise to a claim;
      ii. and the date a claim is made.
   c) An excess may be applied only once in relation to:
      i. any claim comprising more than one defect; or
      ii. two or more claims that relate to the same defect.

## Exclusions

a) **We** will not pay if **you** are the **Owner-Builder**.

b) **We** will not pay if **your** claim relates to a person who is excepted under the **Order**.

c) **We** will not indemnify **you** unless **your** claim relates to an **Insurable Contract of Sale** and:
   i. section 137B of the **Act** applies to that **Insurable Contract of Sale**; and
   ii. **Work** was carried out on the **Dwelling** before the sale; and
   iii. the value of the **Work** exceeded $16,000 at the time the **Work** was carried out.

d) **We** will not pay any claims in respect of any defect or incomplete **Domestic Building Work** that is referred to in the report to be provided to a purchaser under section 137B of the **Act**.

e) **We** will not pay for loss or damage in respect of **Work** relating to landscaping, paving, retaining structures, driveways or fencing, with the exception of such works which:
   i. are integral to the construction of a **dwelling**;
   ii. require the issue of a building permit under the **Act**;
   iii. could result in water penetration of or within a **dwelling**;
   iv. could adversely affect health or safety;
   v. adversely affect the structural adequacy of a **dwelling**; or
   vi. are not completed and the **Owner-Builder** has died, become **Insolvent** or **Disappeared**.

f) **We** will not pay for loss or damage due to fair wear and tear of the **Work**, or from **your** failure to maintain the **Work**.

g) **We** will not pay for loss or damage incurred as a result of:
   i. war, invasion, acts of foreign enemies, hostilities, or war-like operations (whether war be declared or not) or civil war;

ii. an **Act of Terrorism**;

iii. a nuclear reaction, nuclear radiation, radioactive contamination or nuclear weapon material;

iv. civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, military or usurped power, confiscation, nationalisation, requisition, or destruction of or damage to property by or under order of any government, public or local authority or looting, sacking or pillage following any of the above;

v. risks normally insured under a policy for public liability or contract works;

vi. asbestos, or any materials containing asbestos in whatever form or quantity;

vii. an act of God or nature;

viii. **Your** failure to maintain appropriate protection against pest infestation or exposure to natural timbers;

ix. consequential loss, such as loss of rent or other income, loss of enjoyment, loss due to delay, loss of market value or depreciation, loss of opportunity, inconvenience or distress, not otherwise covered by the **Order**;

x. malfunction in any mechanical or electrical equipment or appliance, if **we** prove that the malfunction is not attributable to the workmanship of, or installation by the **Owner-Builder**.

## Claims Procedure

1. **You** should notify **us** in writing of any facts or circumstances which may give rise to a claim as soon as reasonably practicable when **you** become aware of them.

2. **We** may refuse to accept a claim if it is made later than 180 days after the date on which **you** first became aware, or might reasonably be expected to have become aware, of the death, **Disappearance** or **Insolvency** of the **Owner-Builder**.

3. If **you** give **us** written notice within 180 days after the date on which **you** first became aware, or might reasonably be expected to become aware, of the death, **Disappearance** or **Insolvency**, of the **Owner-Builder**, **we** will not rely on section 54 of the *Insurance Contracts Act 1984* (Cth) to reduce **our** liability under this **Policy**, or to reduce any amount otherwise payable in respect of a claim made by reason only of a delay in a claim being notified to **us**.

4. If **you** submit a claim to **us** in writing, **we** will make a decision regarding **our** liability within 90 days of receipt of the claim. If **we** do not make a decision regarding **our** liability within 90 days then, unless **we** receive an extension of time from **you** or the **Tribunal**, **we** will be deemed to have accepted liability for the claim.

5. If **you** wish to dispute **our** decision regarding **your** claim, **you** may appeal to the **Tribunal**. If **we** are given notice of proceedings before the **Tribunal**, **we** will accept findings made by the **Tribunal** as to whether any of the following events has occurred:

   a) the non-completion of the **Work**;

   b) an event referred to in paragraphs a) to c) under the section of the **Policy** entitled 'Our Cover'; and

   c) if such an event has occurred, the amount of loss or damage suffered by **you** as a result of the event.

6. If **you** notify **us** of a defect (the initial defect), **we** will consider **you** to have given **us** notice of every other defect to which the initial defect is directly or indirectly related, whether or not the claim in respect of the initial defect is settled.

7. **We** will ask **you** to use **our** claim form to make a claim and to provide **us** with as many details, records and information as may be reasonably practicable, so that **we** can investigate, assess and verify **your** claim.

8. Upon making a claim under this **Policy**, **you** must:

   a) comply with any reasonable direction by **us** in relation to the completion or rectification of the **Work**;

b) not undertake or cause to be undertaken, any rectification work without notifying **us**, unless those works are reasonably necessary to prevent or minimise any further loss or damage;

c) provide **us**, or any builder nominated or approved by **us**, with reasonable access to the relevant building site for the purpose of inspection, rectification and completion of the **Work**. **You** may refuse to provide access to any builder nominated by **us** if **you** have reasonable grounds for doing so (such as loss of confidence in the builder); and

d) **We** may not reduce **our** liability to **you** by reason of **your** failure to comply with a requirement under paragraphs 8 a), b) and c) above, unless **we** can prove that **your** failure increased **our** liability under this **Policy**.

9. **You** must not make any admissions, offer, promise or payment in connection with any claim, unless **we** have provided our prior written consent (which will not be unreasonably withheld, conditioned or delayed).

## Conditions

a) **We** may not avoid this **Policy** or refuse to make or reduce any payment under this **Policy** on the grounds that:

i. the Owner- breached any duty of the utmost good faith;

ii. failed to comply with any duty to take reasonable care not to make a misrepresentation;

iii. made representations to **us**;

iv. failed to comply with a provision or requirement of the **Policy**;

v. prejudiced **our** interests by act or omission of any description; or

vi. the premium or any instalment of the premium has not been paid.

b) **We** are entitled to recover from the **Owner-Builder** any claim paid by **us** in the circumstances referred to in paragraph a) above.

c) If **we** pay a claim, **we** are entitled to be subrogated to **your** rights against any party in relation to the claim to the extent of the amount paid by **us**.

d) **We** will notify the **Authority**,at the times and in the manner agreed with the Authority, in the event that:

i. a **Builder** is refused insurance, ceases to be eligible to renew or procure insurance or, in respect of **Domestic Building Work** performed prior to the commencement of the **Order**, fails to purchase or maintain required insurance;

ii. any claim under this **Policy** is settled or paid by agreement or otherwise.

e) **You** must not limit or exclude **your** rights against a party from whom **you** might otherwise be able to recover in respect to the loss or damage. If **you** do, **our** liability to **you** is reduced to the extent **we** can no longer recover from that other party as a result of the limitation or exclusion by **you**.

f) the cover provided by this **Policy** does not extend to an interest in the **Dwelling** that is not **your** interest. **We** will not be liable under this **Policy** to anyone except **you**.

g) **You** must take reasonable precautions to avoid or minimise loss or damage covered by this **Policy**.

h) **You** must comply with **your** obligations under the **Policy**. Otherwise, subject to Section 54 of the Insurance Contract Act 1984 (Cth) and the terms stated elsewhere in this **Policy**, **we** may not have to pay **your** claim(s), or **we** may reduce our liability.

## How We will Communicate

a) All communications **you** are required to give or make under this **Policy** must be sent in writing to **us**, electronically or by post.

b) All communications **we** are required to give or make under this **Policy** will be sent in writing to **you** electronically or by post.

c) All communications sent by post to **you** or **your** appointed agent will be deemed to have been received by **you** on the third day following the day of posting.

## Jurisdiction

This **Policy** is governed by the law of Victoria. The law of Victoria includes Commonwealth legislation such as the Insurance Contracts Act 1984 (Cth). Section 54 of the Insurance Contract Act 1984 applied, or is deemed to apply, to this Policy.

# BuildSafe Insurance Brokers

ABN 109 623 976 ABN 84 109 623 976 AFS Licence Number 279 367

5 Peninsula Blvd
Seaford
VIC 3198

PO Box 2294
Seaford VIC 3198

**Tel: 1300 856 603**
Fax: 03 9773 6351

Email: cfouracre@buildsafe.com.au




Received from

## R E C E I P T

Joanne King
26 Parkside BLVD
CARRUM VIC 3197

Date: 31/01/2025

Receipt No: **R38570**

The sum of **$1,802.02** on **31/01/2025**
by **BPay**
being for insurance premium(s) as follows:

$1,802.02

| Reference | Client | Policy No | Payment Type | Amount |
|---|---|---|---|---|
| 79349 | KINGJO | AOBW 202501-0114 | Full receipt | $1,802.02 |

Signature: . . . . . .

On behalf of: **BuildSafe Insurance Brokers**

## THE PURPOSE OF THIS GUIDE

This Financial Services Guide (FSG) is designed to assist you in deciding whether to use any of our services and contains important information about:

- The services we offer you
- How we and our associates are paid
- Any potential conflicts of interest we may have
- What to do in the event of a complaint

## RESPONSIBILITY FOR SERVICES PROVIDED

We hold an Australian Financial Services Licence and are authorised to advise and deal in the full spectrum of general insurance products.

We are responsible for the financial services provided to you, or through you to your family members, including the distribution of this FSG.

We are required to meet high standards for staff training, organisational competence, management expertise, financial control and compliance disciplines.

## WHO DO WE ACT FOR

We usually act on your behalf and in your interests in all matters. Sometimes, it may be more appropriate for us to access insurance or manage claims where we act as an agent of the insurer. If and when this situation arises we will explain and highlight this to you.

## OUR SERVICES AND PRODUCTS

We offer a range of services to assist you to protect your assets and guard against unexpected liabilities including reviewing and advising on your insurance needs, identifying risk factors to avoid claims and seeking competitive premium quotations

We can advise and arrange a broad range of insurances on your behalf including: Home Building and Contents, Private and Commercial Motor, Farm, Business Packages, Construction, Liability, Industrial and Professional covers.

## RETAIL CLIENTS

Under the Corporations Act 2001 (The Act) Retail Clients are provided with additional protection from other clients. The Act defines Retail Clients as:

Individuals or a manufacturing business employing less than 100 people or any other business employing less than 20 people And that are purchasing the following types of insurance covers:

Motor vehicle, home building, contents, personal and domestic, sickness/accident/travel, consumer credit and other classes as prescribed by regulations.

Some of the information in this FSG only applies to Retail Clients and it is important that you understand if you are covered by the additional protection provided.

## RETAIL CLIENT ISSUES

Typically we only provide General Advice to our Retail Clients. General Advice does not take into account your particular needs and requirements and you should consider the appropriateness of this advice to your circumstances prior to acting upon it. We will provide you with a General Advice Warning in such cases.

If you are a new Retail Client purchasing Personal Accident or Sickness insurance and obtain Personal Advice, that is, advice that takes into account your particular circumstances, we will give you a **Statement of Advice (SOA)**, that sets out the advice provided and the basis on which the advice is made and our remuneration should you purchase the product.

For existing Retail Clients we may not provide an SOA but rather provide the advice to you orally. In such cases you may request us to provide you with a Record of Advice (via phone or in writing) which we will provide to you within 28 days of such request.

When you ask us to recommend an insurance policy for you, we will usually only consider the policies offered by the insurance providers that we deal with regularly. In giving you advice about the costs and terms of recommended polices we have not compared those policies to other policies available, other than from those insurance providers we deal with regularly.

If we recommend the purchase of a particular financial product, we will also give you a **Product Disclosure Statement** at that time, which sets out details specific to that product and the key benefits and risks in purchasing the product.

## PERSONAL INFORMATION

The Privacy Act 1988 sets out standards for the collection and management of personal information. With your consent, we will only use your personal information for general insurance services. Our Privacy Policy Statement is available free of charge upon request.

## COMPLAINTS AND CONTACTS

Clients not satisfied with our services should contact our Complaints Officer. We are members of the Australian Financial Complaints Authority (AFCA), a free consumer service. Further information is available from our office, or contact AFCA directly on 1800 931 678 or visit www.afca.org.au. We also follow The Insurance Brokers Code of Practice.

You are able to contact us by phone, in writing, email or in person.

## COMPENSATION

We hold a Professional Indemnity Policy. This policy is designed to pay claims by Third Parties (including our clients) arising out of our Professional Negligence. The policy extends to covers us for work done for us by representatives/employees after they cease to work for us and satisfies the requirements for compensation arrangements under Section 912B of The Act.

## CONTACT AGREEMENT

To ensure that we provide you with appropriate products and services, you agree to us calling you to discuss any new products and services. If you do not wish to receive such calls please advise us and we will place you on our Do Not Call Register.

## ELECTRONIC DELIVERY OF DISCLOSURE NOTICES

Please note that where possible we prefer to provide all correspondence and disclosure notices (including Financial Services Guides and Product Disclosure Statements) to you electronically, via email attachments or email links to documents/websites etc. If you have provided your email address to us we will typically use that email address for all correspondence and disclosure notices. Should you not wish to be sent disclosure documents electronically please advise us and we will update our records accordingly.

## OUR SOURCES OF INCOME

When placing your insurance we usually receive a commission from the insurer. The amount varies between 0% and 27.5% of the base premium you pay. Where a policy is cancelled before the period of insurance has ended we will usually retain the commission on any return premium involved.

If you are a Retail Client and we give you Personal Advice, commission amounts will be provided in any SOA or on any relevant invoices where an SOA is not provided. When we give you General Advice, full commission information (including dollar amounts) will be provided on request.

We have a set of standard non refundable Broker Fees that we charge you for services such as:

- Market research on products available.
- Assessing the claims service of insurers.
- Sourcing alternative quotations and coverage.
- Risk analysis and portfolio co-ordination.

All fees payable for our services will be advised to you at the time of providing the advice or service.

We may receive additional remuneration from insurers with whom we have profit share or volume bonus arrangements. This remuneration is payable if we meet certain agreed sales and/or profitability targets set by the insurer. If we have profit share arrangements with an insurer that apply to a product we recommend to you, we will advise you of this at the time of making any such recommendation if the amount involved is material.

We retain the interest on premiums paid by you that are held in our trust account before paying the insurer.

If you pay by credit card we may charge a credit card fee, which is shown separately on our invoices and is non refundable. This fee covers the cost of bank charges etc. associated with such facilities.

Premium funding products enable you to pay your Invoice by installments. Premium funders do charge interest. We can arrange premium funding if you require it. We may receive a commission based on a percentage of the amount funded from the premium funder for doing so. We will tell you the basis and amount of any such payment if you ask us.

## STEADFAST MEMBERSHIP

We are a Steadfast Group Limited (**Steadfast**) Network Broker. **Steadfast** has exclusive arrangements with some insurers and premium funders (**Partners**) under which **Steadfast** will receive between 0.5 – 1.5% commission for each product arranged by us with those **Partners**. **Steadfast** is also a shareholder of some **Partners**.

We may receive a proportion of any commission paid to Steadfast by its Partners at the end of each financial year (or other agreed period).

As a **Steadfast** Network Broker we have access to broker services including model operating and compliance tools, procedures, manuals and training, legal, technical, banking and recruitment advice and assistance, group insurance arrangements, product comparison and placement support, claims support and group purchasing arrangements. These member services are funded by **Steadfast**, subsidised by **Steadfast** or available exclusively to **Steadfast** Network Brokers for a fee. You can obtain a copy of **Steadfast's** FSG at www.steadfast.com.au

## HOW OUR REPRESENTATIVES ARE PAID

Our representatives do not receive any benefit directly from the sale of a product to you. Our representatives may receive bonuses payable based on the overall performance of our business.

If a person has referred you to us, we may pay them a part of any fees or commission received. If you are a Retail Client and receive Personal Advice full remuneration details will be disclosed in the SOA or invoices related to the advice.

## CONFLICTS OF INTEREST

As a business we have relationships with and receive income from various third parties as detailed in this FSG. For Retail Clients receiving Personal Advice, details of relationships that impact the advice will be included in any SOA or invoice documentation we send you. All material conflicts that impact our advice, that are not mentioned in this FSG, will be advised to you on the invoices related to that advice.

# BuildSafe Insurance Brokers Pty Ltd

**Australian Financial Services**

**Licence No: 279367**

**ACN: 84 109 623 976**

# FINANCIAL SERVICES GUIDE

**5 Peninsula Boulevard Seaford VIC 3198**

**PO BOX 2294 Seaford VIC 3198**

**PHONE: 1300 763 016**

**EMAIL: info@buildsafe.com.au**

**WEBSITE: www.buildsafe.com.au**

This FSG applies from 31/05/2021

## LACK OF INDEPENDENCE

We receive commissions from the underwriters that we place your insurance with and we retain that commission to operate our business.

# PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 17 December 2024 11:34 AM

## PROPERTY DETAILS

| | |
|---|---|
| Address: | **26 PARKSIDE BOULEVARD CARRUM 3197** |
| Lot and Plan Number: | **Lot 26 SP28683** |
| Standard Parcel Identifier (SPI): | **26\SP28683** |
| Local Government Area (Council): | **KINGSTON** www.kingston.vic.gov.au |
| Council Property Number: | **440672** |
| Planning Scheme: | **Kingston** Planning Scheme - Kingston |
| Directory Reference: | **Melway 97 F9** |

## UTILITIES

| | |
|---|---|
| Rural Water Corporation: | **Southern Rural Water** |
| Melbourne Water Retailer: | **South East Water** |
| Melbourne Water: | **Inside drainage boundary** |
| Power Distributor: | **UNITED ENERGY** |

## STATE ELECTORATES

| | |
|---|---|
| Legislative Council: | **SOUTH-EASTERN METROPOLITAN** |
| Legislative Assembly: | **CARRUM** |

## OTHER

| | |
|---|---|
| Registered Aboriginal Party: | **Bunurong Land Council Aboriginal Corporation** |

View location in VicPlan

## PLANNING SUMMARY

**Bushfire Prone Area** This property is not in a designated bushfire prone area.

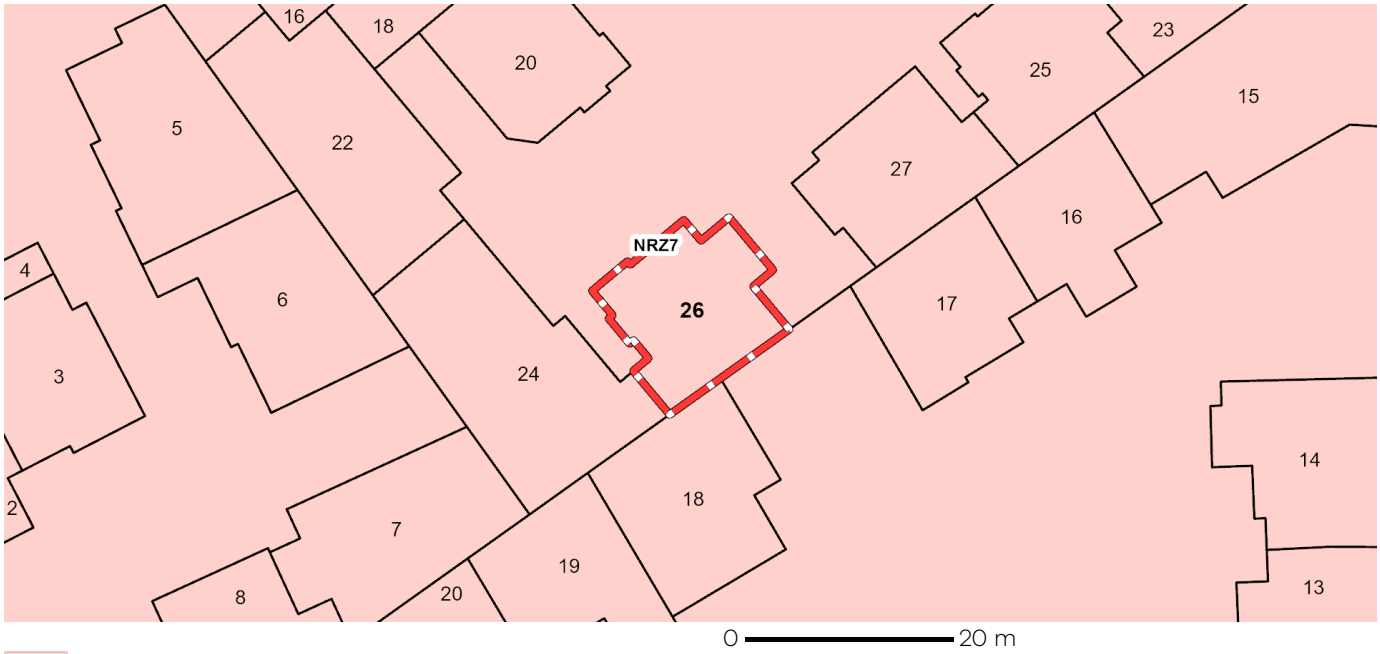
**Planning Zone** NEIGHBOURHOOD RESIDENTIAL ZONE (NRZ)
NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 7 (NRZ7)

**Planning Overlay** None

**Areas of Aboriginal Cultural Heritage Sensitivity**
All or part of this property is an 'area of cultural heritage sensitivity'.

## Planning Zones

NEIGHBOURHOOD RESIDENTIAL ZONE (NRZ)
NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 7 (NRZ7)




**NRZ - Neighbourhood Residential**

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

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Read the full disclaimer at https://www.delwp.vic.gov.au/disclaimer

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

# PLANNING PROPERTY REPORT

Department of Transport and Planning

## Planning Overlays

No planning overlay found

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# PLANNING PROPERTY REPORT

Department of Transport and Planning

## Areas of Aboriginal Cultural Heritage Sensitivity

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

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

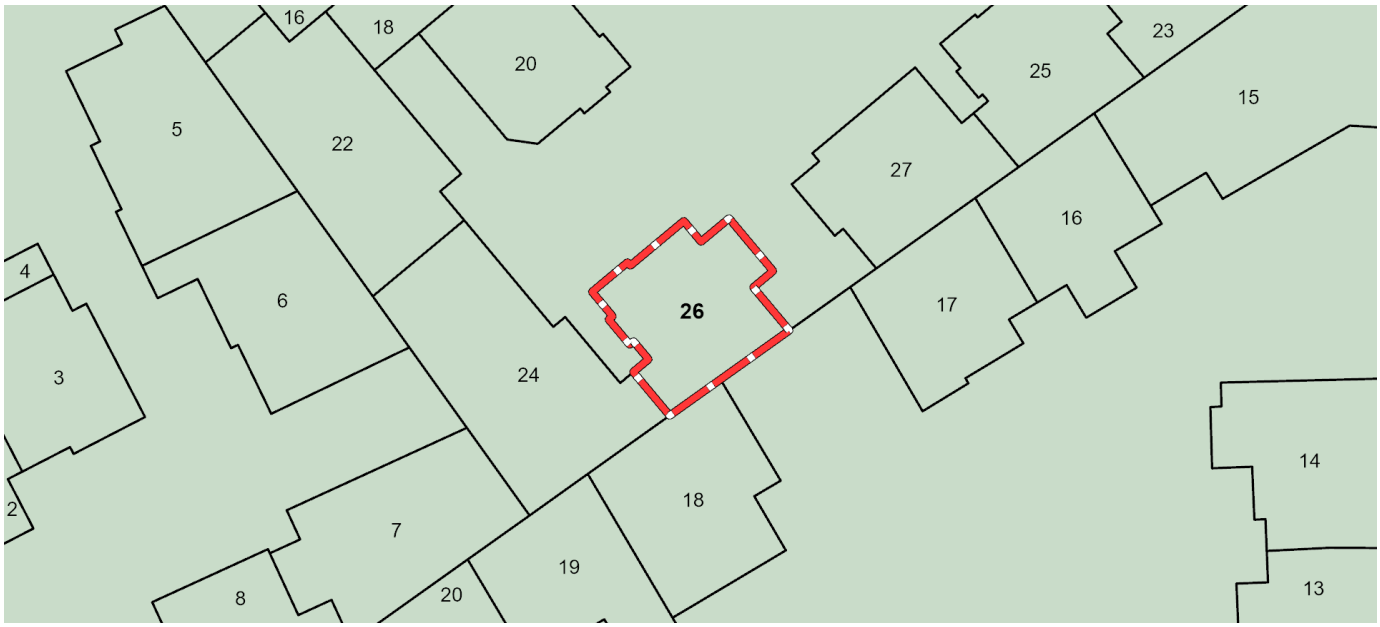
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

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

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - https://www.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation




**Aboriginal Cultural Heritage**

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# PLANNING PROPERTY REPORT

Department of Transport and Planning

## Further Planning Information

Planning scheme data last updated on 4 December 2024.

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

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

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

To view planning zones, overlay and heritage information in an interactive format visit https://mapshare.maps.vic.gov.au/vicplan

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

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# PLANNING PROPERTY REPORT

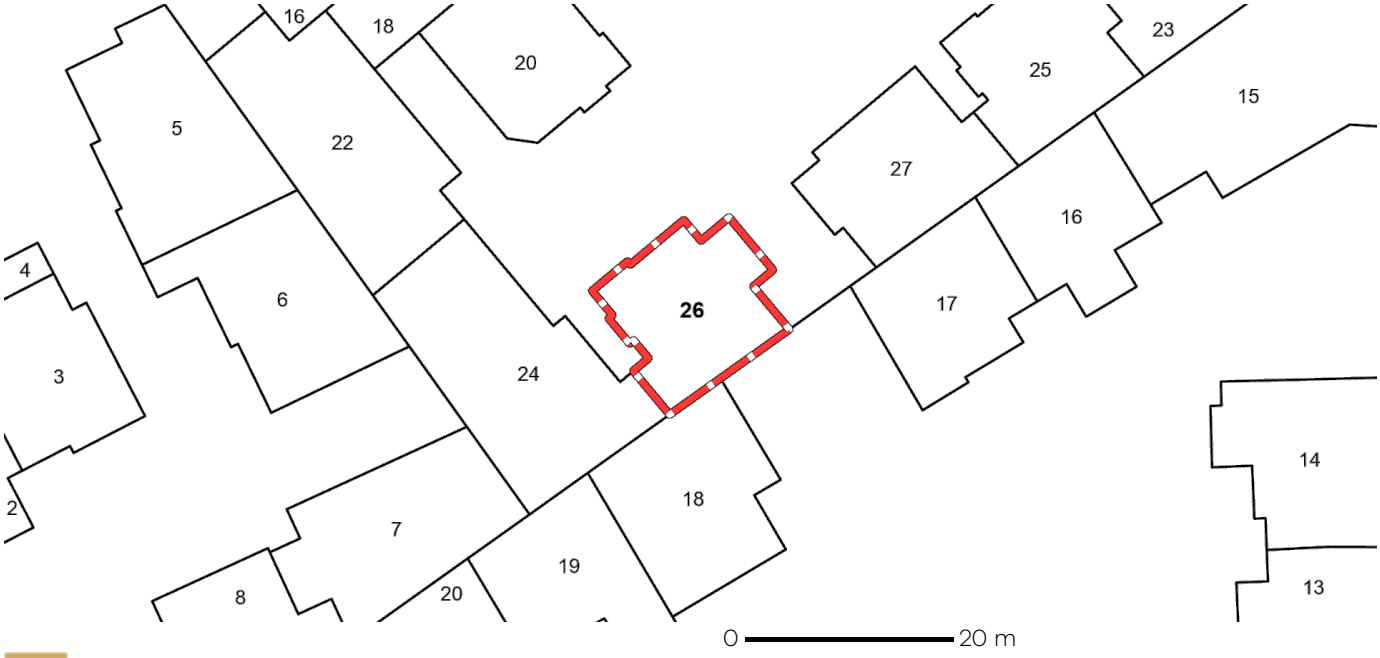
Department of Transport and Planning

## Designated Bushfire Prone Areas

**This property is not in a designated bushfire prone area.**
**No special bushfire construction requirements apply. Planning provisions may apply.**

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.




**Designated Bushfire Prone Areas**

Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

Designated BPA maps can be viewed on VicPlan at https://mapshare.vic.gov.au/vicplan/ or at the relevant local council.

Create a BPA definition plan in VicPlan to measure the BPA.

Information for lot owners building in the BPA is available at https://www.planning.vic.gov.au.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website https://www.vba.vic.gov.au. Copies of the Building Act and Building Regulations are available from http://www.legislation.vic.gov.au. For Planning Scheme Provisions in bushfire areas visit https://www.planning.vic.gov.au.

## Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see Native Vegetation (Clause 52.17) with local variations in Native Vegetation (Clause 52.17) Schedule

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system https://nvim.delwp.vic.gov.au/ and Native vegetation (environment.vic.gov.au) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit NatureKit (environment.vic.gov.au)

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# PROPERTY REPORT

Energy, Environment and Climate Action

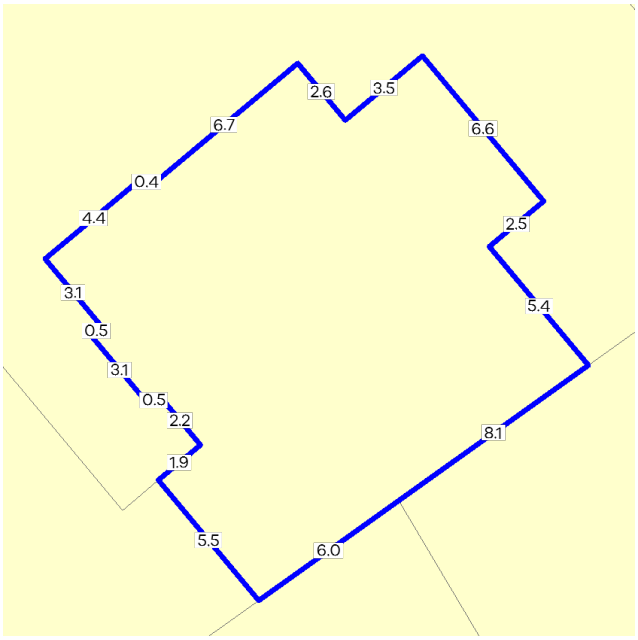
From www.land.vic.gov.au at 17 December 2024 11:36 AM

## PROPERTY DETAILS

| | |
|---|---|
| Address: | **26 PARKSIDE BOULEVARD CARRUM 3197** |
| Lot and Plan Number: | **Lot 26 SP28683** |
| Standard Parcel Identifier (SPI): | **26\SP28683** |
| Local Government Area (Council): | **KINGSTON** www.kingston.vic.gov.au |
| Council Property Number: | **440672** |
| Directory Reference: | **Melway 97 F9** |

## SITE DIMENSIONS

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




**Area:** 199 sq. m
**Perimeter:** 63 m
For this property:
Site boundaries
Road frontages

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

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at Title and Property Certificates

## UTILITIES

| | |
|---|---|
| Rural Water Corporation: | **Southern Rural Water** |
| Melbourne Water Retailer: | **South East Water** |
| Melbourne Water: | **Inside drainage boundary** |
| Power Distributor: | **UNITED ENERGY** |

## STATE ELECTORATES

| | |
|---|---|
| Legislative Council: | **SOUTH-EASTERN METROPOLITAN** |
| Legislative Assembly: | **CARRUM** |

## PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - Planning Property Report

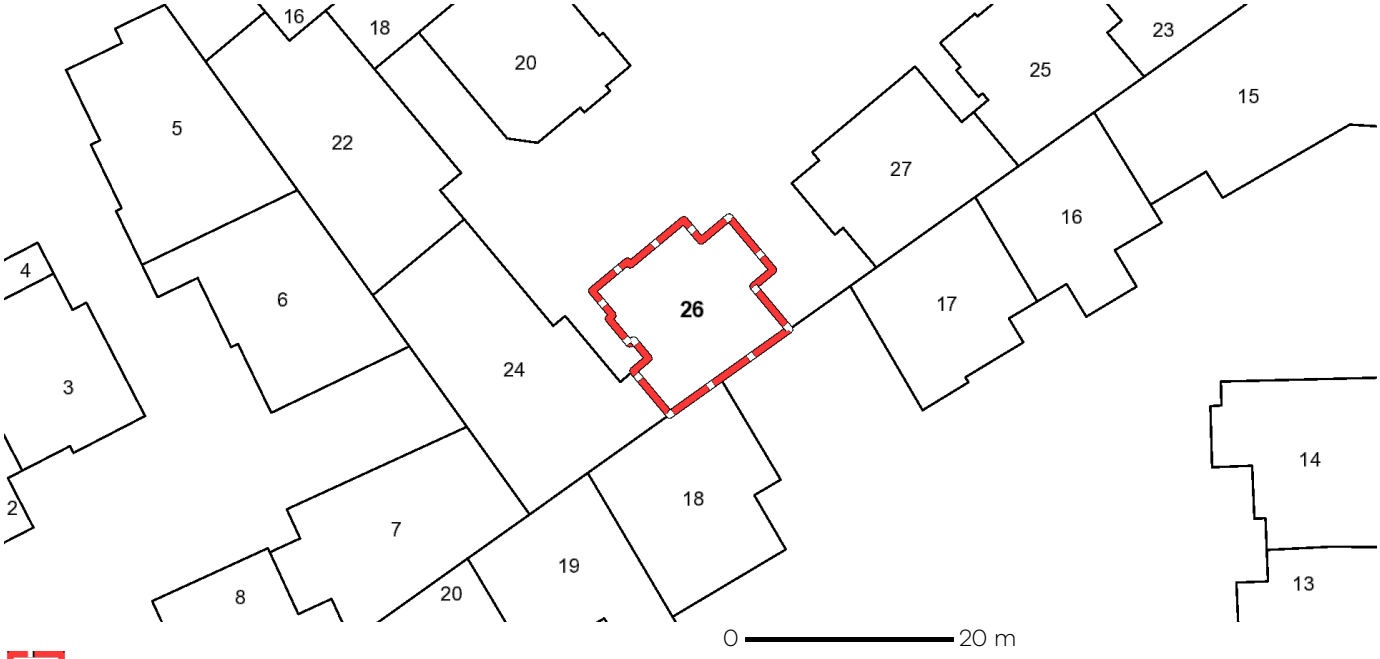
Planning Property Reports can be found via these two links
**Vicplan** https://mapshare.vic.gov.au/vicplan/
**Property and parcel search** https://www.land.vic.gov.au/property-and-parcel-search

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# PROPERTY REPORT

Energy, Environment and Climate Action

## Area Map




Selected Property

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# Due Diligence Checklist

What you need to know before buying a residential property

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

**Urban living**

***Moving to the inner city?***

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

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

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

**Growth areas**

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

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

**Flood and fire risk**

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

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

**Rural properties**

***Moving to the country?***

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

**Soil and groundwater contamination**

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

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

**Land boundaries**

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

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

**Planning controls**

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

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

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

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

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

**Safety**

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

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

**Building permits**

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

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

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

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

**Utilities and essential services**

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

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

**Buyers' rights**

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

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