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# Contract for the sale and purchase of land 2019 edition

TERM vendor's agent	MEANING OF TERM One Agency Cooma 45 Vale Street, Cooma, NSW 2630	NSW DAN: Phone: 02 64526121 Ref: Craig Schofield
co-agent		
vendor	Graeme Laurence Clarke and Triana Arista Rin 125 Waldergrave Crescent, Vincentia, NSW 25	
vendor's solicitor	McNamara & Associates Suite 6, 3 Schofield Lane, Nowra NSW 2541 DX 5319 NOWRA	Phone: 02 4423 0155 Email:jacquie@mcnamaralawyers.co m.au Fax: 02 4423 0811 Ref: LEM:JMT:321638
date for completion land (address, plan details and title reference)	42nd day after the contract date 36 Wangie Street, Cooma, New South Wales 26 Registered Plan: Lot 25 Plan DP 209292 Folio Identifier 25/209292	(clause 15)
	□ VACANT POSSESSION ⊠ subject to existin	
improvements		nit □ carspace □ storage space
attached copies	□ documents in the List of Documents as marked      □ other documents:	or as numbered:
A real estate agent is	permitted by legislation to fill up the items in this	s box in a sale of residential property.
inclusions	□ built-in wardrobes   □ fixed floor coverings   □     □   □   □   □     □   □   □	light fittings ⊠ stove range hood □ pool equipment solar panels ⊠ TV antenna air conditioner
exclusions		
purchaser		
purchaser's solicitor		
price deposit balance	(10	0% of the price, unless otherwise stated)
contract date	(if not	stated, the date this contract was made)
buyer's agent		
vendor DRAF	GST AMOUNT (optional) The price includes GST of: \$	witness
purchaser 🗆 JOINT 1	ΓENANTS □ tenants in common □ in unequal sha	ares witness

### Choices

Vendor agrees to accept a <i>deposit-bond</i> (clause 3)	□ NO	□ yes	
Nominated Electronic Lodgment Network (ELN) (clause 3		_ ,00	
Electronic transaction (clause 30)	□ no	⊠ YES	
	(if no, ver proposed	ndor must provide fa	urther details, such as the in the space below, or ontract date):
Tax information (the parties promise this	is correct as	far as each party	is awaro)
-and tax to adjustable	□ NO	⊠ yes	is aware)
GST: Taxable supply	$\square$ NO	□ yes in full	☐ yes to an extent
Margin scheme will be used in making the taxable supply	□ NO	⊠ yes	, and and
This sale is not a taxable supply because (one or more of the	following may	apply) the sale is:	
☐ not made in the course or furtherance of an enterprise ☐ by a vendor who is neither registered nor required to I	e that the vend	dor carries on (secti	on 9-5(b))
☐ GST-free because the sale is the supply of a going co	ncern under e	or GST (section 9-t	5(d))
☐ GST-free because the sale is subdivided farm land or	farm land sun	ection 38-325	ada Octobri
☐ input taxed because the sale is of eligible residential p	remises (sect	ions 40-65 40-75/2	ider Subdivision 38-O
	(3.23)	.0.10 10 00, 40-70(2	.) and 195-1)
Purchaser must make an GSTRW payment	□ NO	$\square$ yes (if yes, ve	ndor must provide
(GST residential withholding payment)		further de	etails)
COI	maci uate, me	ails below are not vendor must prov vithin 14 days of the	t fully completed at the ide all these details in a contract date.
GSTRW payment (GST residential with Frequently the supplier will be the vendor. However, sor entity is liable for GST, for example, if the supplier is a p in a GST joint venture.	matina E 11	1 6	
Supplier's name:			
Supplier's ABN:			
Supplier's GST branch number (if applicable):			
Supplier's business address:			
Supplier's email address:			
Supplier's phone number:			
Supplier's proportion of GSTRW payment:			
If more than one supplier, provide the above details			
Amount purchaser must pay - price multiplied by the GSTRW ra	ate (residentia	withholding rate)	
Amount must be paid: $\Box$ AT COMPLETION $\Box$ at another time	(specify):	, a.c.).	
Is any of the consideration not expressed as an amount in mone	y? □ NO	□ yes	
If "yes", the GST inclusive market value of the non-monet			
Other details (including those required by regulation or the ATO			

# **List of Documents**

HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number

# IMPORTANT NOTICE TO VENDORS AND PURCHASERS

Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.

## WARNING—SMOKE ALARMS

The owners of certain types of buildings and strata lots must have smoke alarms (or in certain cases heat alarms) installed in the building or lot in accordance with regulations under the *Environmental Planning and Assessment Act 1979*. It is an offence not to comply. It is also an offence to remove or interfere with a smoke alarm or heat alarm. Penalties apply.

# WARNING-LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any records showing that the residential premises contain loose-fill asbestos insulation.

For further information about loose-fill asbestos insulation (including areas in which residential premises have been identified as containing loose-fill asbestos insulation), contact NSW Fair Trading.

# COOLING OFF PERIOD (PURCHASER'S RIGHTS)

- 1. This is the statement required by section 66X of the Conveyancing Act 1919 and applies to a contract for the sale of residential property.
- 2. EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract at any time before 5 pm on—

(a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or

- (b) the fifth business day after the day on which the contract was made—in any other case.
- 3. There is NO COOLING OFF PERIOD:
  - (a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or
  - (b) if the property is sold by public auction, or

(c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or

- (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.
- 4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

## **DISPUTES**

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

### **AUCTIONS**

Regulations made under the Property, Stock and Business Agents Act 2002 prescribe a number of conditions applying to sales by auction.

### WARNINGS

**NSW Department of Education** 

**NSW Fair Trading** 

**Privacy** 

Owner of adjoining land

Various Acts of Parliament and other matters can affect the rights of the parties to 1. this contract. Some important matters are actions, claims, decisions, licences, notices, orders, proposals or rights of way involving:

**APA Group** 

**Australian Taxation Office** 

Council

**County Council** 

Department of Planning, Industry and

**Environment** 

If you think that any of these matters affects the property, tell your solicitor.

**Public Works Advisory Subsidence Advisory NSW Department of Primary Industries Telecommunications** Electricity and gas **Transport for NSW** Land & Housing Corporation Water, sewerage or drainage authority **Local Land Services** 

- 2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
- If any purchase money is owing to the Crown, it will become payable before 3. obtaining consent, or if no consent is needed, when the transfer is registered.
- 4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
- The vendor should continue the vendor's insurance until completion. If the vendor 5. wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
- The purchaser will usually have to pay transfer duty (and sometimes surcharge 6. purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
- If the purchaser agrees to the release of deposit, the purchaser's right to recover the 7. deposit may stand behind the rights of others (for example the vendor's mortgagee).
- The purchaser should arrange insurance as appropriate. 8.
- Some transactions involving personal property may be affected by the Personal 9. Property Securities Act 2009.
- A purchaser should be satisfied that finance will be available at the time of 10. completing the purchase.
- 11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
- Purchasers of some residential properties may have to withhold part of the purchase 12. price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

The vendor sells and the purchaser buys the property for the price under these provisions instead of Schedule 3 Conveyancing Act 1919, subject to any legislation that cannot be excluded.

### 1 Definitions (a term in italics is a defined term)

In this contract, these terms (in any form) mean -

adiustment date

bank

the earlier of the giving of possession to the purchaser or completion; the Reserve Bank of Australia or an authorised deposit-taking institution which is a

bank, a building society or a credit union;

business day

cheaue

clearance certificate

any day except a bank or public holiday throughout NSW or a Saturday or Sunday;

a cheque that is not postdated or stale:

a certificate within the meaning of s14-220 of Schedule 1 to the TA Act, that covers one or more days falling within the period from and including the contract date to

completion:

deposit-bond

a deposit bond or guarantee from an issuer, with an expiry date and for an amount

each approved by the vendor:

depositholder

vendor's agent (or if no vendor's agent is named in this contract, the vendor's solicitor, or if no vendor's solicitor is named in this contract, the buyer's agent); document relevant to the title or the passing of title;

document of title FRCGW percentage

the percentage mentioned in s14-200(3)(a) of Schedule 1 to the TA Act (12.5% as

at 1 July 2017);

FRCGW remittance

a remittance which the purchaser must make under s14-200 of Schedule 1 to the TA Act, being the lesser of the FRCGW percentage of the price (inclusive of GST, if any) and the amount specified in a variation served by a party;

GST Act GST rate A New Tax System (Goods and Services Tax) Act 1999;

the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition

- General) Act 1999 (10% as at 1 July 2000);

GSTRW payment

a payment which the purchaser must make under s14-250 of Schedule 1 to the TA

Act (the price multiplied by the GSTRW rate);

GSTRW rate

the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the TA Act (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not); an Act or a by-law, ordinance, regulation or rule made under an Act;

legislation normally partv

requisition rescind

subject to any other provision of this contract; each of the vendor and the purchaser;

property planning agreement the land, the improvements, all fixtures and the inclusions, but not the exclusions; a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the property;

an objection, question or requisition (but the term does not include a claim); rescind this contract from the beginning;

serve settlement cheque

serve in writing on the other party; an unendorsed cheque made payable to the person to be paid and -

issued by a bank and drawn on itself; or

if authorised in writing by the vendor or the vendor's solicitor, some other cheque:

solicitor

in relation to a party, the party's solicitor or licensed conveyancer named in this contract or in a notice served by the party;

TA Act terminate variation within

work order

Taxation Administration Act 1953; terminate this contract for breach;

a variation made under s14-235 of Schedule 1 to the TA Act; in relation to a period, at any time before or during the period; and

a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the property or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

### 2 Deposit and other payments before completion

The purchaser must pay the deposit to the depositholder as stakeholder. 2.1

- Normally, the purchaser must pay the deposit on the making of this contract, and this time is essential. 2,2 2.3
- If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential. 2.4
- The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a cheque to the depositholder or to the vendor, vendor's agent or vendor's solicitor for sending to the depositholder or by payment by electronic funds transfer to the depositholder.
- If any of the deposit is not paid on time or a cheque for any of the deposit is not honoured on presentation, the 2.5 vendor can terminate. This right to terminate is lost as soon as the deposit is paid in full.
- If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply. 2.6

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance. 2.7
- If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor 2.8 directs, it is a charge on the land in favour of the purchaser until termination by the vendor or completion, subject to any existing right.
- If each party tells the depositholder that the deposit is to be invested, the depositholder is to invest the deposit 2.9 (at the risk of the party who becomes entitled to it) with a bank, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the parties equally, after deduction of all proper government taxes and financial institution charges and other charges.

#### 3 **Deposit-bond**

- This clause applies only if this contract says the vendor has agreed to accept a deposit-bond for the deposit 3.1 (or part of it).
- The purchaser must provide the original deposit-bond to the vendor's solicitor (or if no solicitor the 3.2 depositholder) at or before the making of this contract and this time is essential.
- If the deposit-bond has an expiry date and completion does not occur by the date which is 14 days before the 3.3 expiry date, the purchaser must serve a replacement deposit-bond at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement deposit-bond if
  - it is from the same issuer and for the same amount as the earlier deposit-bond; and 3.4.1
  - 3.4.2 it has an expiry date at least three months after its date of issue.
- A breach of clauses 3.2 or 3.3 entitles the vendor to terminate. The right to terminate is lost as soon as -3.5 the purchaser serves a replacement deposit-bond; or 3.5.1
  - the deposit is paid in full under clause 2. 3.5.2
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- If the purchaser serves a replacement deposit-bond, the vendor must serve the earlier deposit-bond. 3.7
- The amount of any deposit-bond does not form part of the price for the purposes of clause 16.7. 3.8
- The vendor must give the purchaser the deposit-bond -3.9
  - 3.9.1 on completion; or
  - 3.9.2 if this contract is rescinded.
- 3.10 If this contract is terminated by the vendor
  - normally, the vendor can immediately demand payment from the issuer of the deposit-bond; or 3.10.1
  - 3.10.2 if the purchaser serves prior to termination a notice disputing the vendor's right to terminate, the vendor must forward the deposit-bond (or its proceeds if called up) to the depositholder as stakeholder.
- 3.11 If this contract is terminated by the purchaser
  - normally, the vendor must give the purchaser the deposit-bond; or 3.11.1
  - if the vendor serves prior to termination a notice disputing the purchaser's right to terminate, the 3.11.2 vendor must forward the deposit-bond (or its proceeds if called up) to the depositholder as stakeholder.

### **Transfer**

- Normally, the purchaser must serve at least 14 days before the date for completion -4.1 4.1.1
  - the form of transfer; and
  - particulars required to register any mortgage or other dealing to be lodged with the transfer by the 4.1.2 purchaser or the purchaser's mortgagee.
- If any information needed for the form of transfer is not disclosed in this contract, the vendor must serve it. 4.2
- If the purchaser serves a form of transfer and the transferee is not the purchaser, the purchaser must give the 4.3 vendor a direction signed by the purchaser personally for this form of transfer.
- The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this 4.4 contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

#### 5 Requisitions

- If a form of requisitions is attached to this contract, the purchaser is taken to have made those requisitions. 5.1
- If the purchaser is or becomes entitled to make any other requisition, the purchaser can make it only by 5.2 serving it
  - if it arises out of this contract or it is a general question about the property or title within 21 days 5.2.1 after the contract date;
  - if it arises out of anything served by the vendor within 21 days after the later of the contract date 5.2.2 and that service; and
  - 5.2.3 in any other case - within a reasonable time.

### Error or misdescription

- Normally, the purchaser can (but only before completion) claim compensation for an error or misdescription in 6.1 this contract (as to the property, the title or anything else and whether substantial or not).
- This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing 6.2 or giving rise to the error or misdescription.
- However, this clause does not apply to the extent the purchaser knows the true position. 6.3

#### 7 Claims by purchaser

7.2

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by serving it with a statement of the amount claimed, and if the purchaser makes one or more claims before

- the vendor can rescind if in the case of claims that are not claims for delay -7.1
  - 7.1.1 the total amount claimed exceeds 5% of the price;
  - 7.1.2 the vendor serves notice of intention to rescind; and
  - the purchaser does not serve notice waiving the claims within 14 days after that service; and 7.1.3 if the vendor does not rescind, the parties must complete and if this contract is completed -
  - the lesser of the total amount claimed and 10% of the price must be paid out of the price to and 7.2.1 held by the depositholder until the claims are finalised or lapse;
    - 7.2.2 the amount held is to be invested in accordance with clause 2.9;
  - the claims must be finalised by an arbitrator appointed by the parties or, if an appointment is not 7.2.3 made within 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a party (in the latter case the parties are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
  - the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and 7.2.4 the costs of the purchaser;
  - net interest on the amount held must be paid to the parties in the same proportion as the amount 7.2.5 held is paid; and
  - if the parties do not appoint an arbitrator and neither party requests the President to appoint an 7.2.6 arbitrator within 3 months after completion, the claims lapse and the amount belongs to the vendor.

# Vendor's rights and obligations

- 8.1 The vendor can rescind if
  - the vendor is, on reasonable grounds, unable or unwilling to comply with a requisition; 8.1.1
  - the vendor serves a notice of intention to rescind that specifies the requisition and those grounds; 8.1.2
  - the purchaser does not serve a notice waiving the requisition within 14 days after that service. 8.1.3
- If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the 8.2 purchaser can terminate by serving a notice. After the termination
  - the purchaser can recover the deposit and any other money paid by the purchaser under this 8.2.1 contract;
  - the purchaser can sue the vendor to recover damages for breach of contract; and 8.2.2
  - if the purchaser has been in possession a party can claim for a reasonable adjustment. 8.2.3

#### 9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can terminate by serving a notice. After the termination the vendor can -

- keep or recover the deposit (to a maximum of 10% of the price); 9.1
- hold any other money paid by the purchaser under this contract as security for anything recoverable under this 9.2 clause -
  - 9.2.1 for 12 months after the termination; or
  - if the vendor commences proceedings under this clause within 12 months, until those proceedings 9.2.2 are concluded: and
- 9.3 sue the purchaser either
  - where the vendor has resold the property under a contract made within 12 months after the 9.3.1 termination, to recover
    - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
    - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
  - 9.3.2 to recover damages for breach of contract.

#### 10 Restrictions on rights of purchaser

- The purchaser cannot make a claim or requisition or rescind or terminate in respect of -10.1
  - the ownership or location of any fence as defined in the Dividing Fences Act 1991; 10.1.1
  - a service for the property being a joint service or passing through another property, or any service 10.1.2 for another property passing through the property ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
  - a wall being or not being a party wall in any sense of that term or the property being affected by an 10.1.3 easement for support or not having the benefit of an easement for support;
  - any change in the property due to fair wear and tear before completion; 10.1.4
  - a promise, representation or statement about this contract, the property or the title, not set out or 10.1.5 referred to in this contract:
- a condition, exception, reservation or restriction in a Crown grant; 10.1.6 BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- any easement or restriction on use the substance of either of which is disclosed in this contract or 10.1.8 any non-compliance with the easement or restriction on use; or
- anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, 10.1.9 priority notice or writ).
- The purchaser cannot rescind or terminate only because of a defect in title to or quality of the inclusions. 10.2
- Normally, the purchaser cannot make a claim or requisition or rescind or terminate or require the vendor to 10.3 change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

#### 11 Compliance with work orders

- Normally, the vendor must by completion comply with a work order made on or before the contract date and if 11.1 this contract is completed the purchaser must comply with any other work order.
- If the purchaser complies with a work order, and this contract is rescinded or terminated, the vendor must pay 11.2 the expense of compliance to the purchaser.

#### 12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

- to have the property inspected to obtain any certificate or report reasonably required; 12.1
- to apply (if necessary in the name of the vendor) for -12.2
  - any certificate that can be given in respect of the property under legislation; or 12.2.1
  - a copy of any approval, certificate, consent, direction, notice or order in respect of the property 12.2.2 given under legislation, even if given after the contract date; and
- to make 1 inspection of the property in the 3 days before a time appointed for completion. 12.3

#### 13 Goods and services tax (GST)

- Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the 13.1 GST Act have the same meaning in this clause.
- Normally, if a party must pay the price or any other amount to the other party under this contract, GST is not to 13.2 be added to the price or amount.
- If under this contract a party must make an adjustment or payment for an expense of another party or pay an 13.3 expense payable by or to a third party (for example, under clauses 14 or 20.7)
  - the party must adjust or pay on completion any GST added to or included in the expense; but 13.3.1
  - the amount of the expense must be reduced to the extent the party receiving the adjustment or 13.3.2 payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
  - if the adjustment or payment under this contract is consideration for a taxable supply, an amount 13.3.3 for GST must be added at the GST rate.
- If this contract says this sale is the supply of a going concern 13.4
  - 13.4.1 the parties agree the supply of the property is a supply of a going concern;
  - the vendor must, between the contract date and completion, carry on the enterprise conducted on 13.4.2 the land in a proper and business-like way;
  - if the purchaser is not registered by the date for completion, the parties must complete and the 13.4.3 purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the GST rate ("the retention sum"). The retention sum is to be held by the depositholder and dealt with as follows
    - if within 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the depositholder is to pay the retention sum to the purchaser; but
    - if the purchaser does not serve that letter within 3 months of completion, the depositholder is to pay the retention sum to the vendor; and
  - if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the 13.4.4 vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- Normally, the vendor promises the margin scheme will not apply to the supply of the property. 13.5
- If this contract says the margin scheme is to apply in making the taxable supply, the parties agree that the 13.6 margin scheme is to apply to the sale of the property. 13.7
- If this contract says the sale is not a taxable supply
  - the purchaser promises that the property will not be used and represents that the purchaser does 13.7.1 not intend the property (or any part of the property) to be used in a way that could make the sale a taxable supply to any extent; and
  - the purchaser must pay the vendor on completion in addition to the price an amount calculated by 13.7.2 multiplying the price by the GST rate if this sale is a taxable supply to any extent because of
    - a breach of clause 13.7.1; or
    - something else known to the purchaser but not the vendor.
- If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the 13.8 property, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if -

- 13.8.1 this sale is not a taxable supply in full; or
- the margin scheme applies to the property (or any part of the property). 13.8.2
- If this contract says this sale is a taxable supply to an extent -13.9
  - clause 13.7.1 does not apply to any part of the property which is identified as being a taxable 13.9.1
  - the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant 13.9.2 payment by the proportion of the price which represents the value of that part of the property to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- Normally, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply 13.10 by the vendor by or under this contract.
- The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable 13.11 supply.
- If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before 13.12 completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability. 13.13
- If the purchaser must make a GSTRW payment the purchaser must
  - at least 5 days before the date for completion, serve evidence of submission of a GSTRW payment 13.13.1 notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction; 13.13.2
  - produce on completion a settlement cheque for the GSTRW payment payable to the Deputy Commissioner of Taxation:
  - 13.13.3 forward the settlement cheque to the payee immediately after completion; and
  - serve evidence of receipt of payment of the GSTRW payment and a copy of the settlement date 13.13.4 confirmation form submitted to the Australian Taxation Office.

#### 14 **Adjustments**

- Normally, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and 14.1 drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the adjustment date after which the purchaser will be entitled and liable. 14.2
- The parties must make any necessary adjustment on completion.
- If an amount that is adjustable under this contract has been reduced under legislation, the parties must on 14.3 completion adjust the reduced amount.
- The parties must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any 14.4 other land tax for the year current at the adjustment date
  - only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor 14.4.1 in title) and this contract says that land tax is adjustable;
  - by adjusting the amount that would have been payable if at the start of the year -14.4.2
    - the person who owned the land owned no other land;
    - the land was not subject to a special trust or owned by a non-concessional company; and
    - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the 14.5 parties must adjust it on a proportional area basis. 14.6
- Normally, the vendor can direct the purchaser to produce a settlement cheque on completion to pay an amount adjustable under this contract and if so -14.6,1
  - the amount is to be treated as if it were paid; and
  - 14.6.2 the cheque must be forwarded to the payee immediately after completion (by the purchaser if the cheque relates only to the property or by the vendor in any other case).
- If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the 14.7 adjustment date, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the adjustment date. 14.8
- The vendor is liable for any amount recoverable for work started on or before the contract date on the property or any adjoining footpath or road.

#### 15 Date for completion

The parties must complete by the date for completion and, if they do not, a party can serve a notice to complete if that party is otherwise entitled to do so.

### Completion 16

- Vendor
- On completion the vendor must give the purchaser any document of title that relates only to the property. 16.1
- If on completion the vendor has possession or control of a document of title that relates also to other property, 16.2 the vendor must produce it as and where necessary.
- Normally, on completion the vendor must cause the legal title to the property (being an estate in fee simple) to 16.3 pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- The legal title to the *property* does not pass before completion. 16.4

- Land 2019 edition If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, 16.5 the vendor must pay the lodgment fee to the purchaser.
- If a party serves a land tax certificate showing a charge on any of the land, by completion the vendor must do 16.6 all things and pay all money required so that the charge is no longer effective against the land. • Purchaser
- On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or settlement cheque -16.7 16.7.1 the price less any:
  - deposit paid:
  - FRCGW remittance payable;
  - GSTRW payment; and
  - amount payable by the vendor to the purchaser under this contract; and
  - any other amount payable by the purchaser under this contract. 16.7.2
- If the vendor requires more than 5 settlement cheques, the vendor must pay \$10 for each extra cheque. 16.8
- If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor 16.9 an order signed by the purchaser authorising the depositholder to account to the vendor for the deposit. 16.10
- On completion the deposit belongs to the vendor.

### Place for completion

- Normally, the parties must complete at the completion address, which is -16.11
  - if a special completion address is stated in this contract that address; or 16.11.1
  - if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually 16.11,2 discharge the mortgage at a particular place - that place; or
  - in any other case the vendor's solicitor's address stated in this contract. 16.11.3
- The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee. 16.13
- If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

#### 17 **Possession**

- Normally, the vendor must give the purchaser vacant possession of the property on completion. 17.1
- The vendor does not have to give vacant possession if -17.2
  - this contract says that the sale is subject to existing tenancies; and 17.2.1 17.2.2
  - the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- Normally, the purchaser can claim compensation (before or after completion) or rescind if any of the land is 17.3 affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

#### 18 Possession before completion

- This clause applies only if the vendor gives the purchaser possession of the *property* before completion. 18.1 18.2
- The purchaser must not before completion
  - let or part with possession of any of the property; 18.2.1
  - 18.2.2 make any change or structural alteration or addition to the property; or
  - contravene any agreement between the parties or any direction, document, legislation, notice or 18.2.3 order affecting the property.
- 18.3 The purchaser must until completion
  - keep the property in good condition and repair having regard to its condition at the giving of 18.3.1 possession; and
  - allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable 18.3.2
- The risk as to damage to the property passes to the purchaser immediately after the purchaser enters into 18.4 possession.
- if the purchaser does not comply with this clause, then without affecting any other right of the vendor 18.5
  - the vendor can before completion, without notice, remedy the non-compliance; and 18.5.1
  - 18.5.2
- if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- If this contract is rescinded or terminated the purchaser must immediately vacate the property. 18.6 18.7
- If the parties or their solicitors on their behalf do not agree in writing to a fee or rent, none is payable.

### 19 Rescission of contract

- If this contract expressly gives a party a right to rescind, the party can exercise the right -19.1
  - 19.1.1 only by serving a notice before completion; and
  - in spite of any making of a claim or requisition, any attempt to satisfy a claim or requisition, any 19,1,2 arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- Normally, if a party exercises a right to rescind expressly given by this contract or any legislation -19.2 19,2,1
  - the deposit and any other money paid by the purchaser under this contract must be refunded;
  - a party can claim for a reasonable adjustment if the purchaser has been in possession; 19.2.2
  - a party can claim for damages, costs or expenses arising out of a breach of this contract; and 19.2.3
- a party will not otherwise be liable to pay the other party any damages, costs or expenses. 19.2.4
- BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

### 20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a party consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A party's solicitor can receive any amount payable to the party under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is
  - signed by a *party* if it is signed by the *party* or the *party*'s *solicitor* (apart from a direction under clause 4.3);
  - 20.6.2 served if it is served by the party or the party's solicitor;
  - 20.6.3 served if it is served on the party's solicitor, even if the party has died or any of them has died;
  - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
  - 20.6.5 served if it is sent by email or fax to the party's solicitor, unless in either case it is not received;
  - served on a person if it (or a copy of it) comes into the possession of the person; and
  - 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay
  - if the *party* does the thing personally the reasonable cost of getting someone else to do it; or if the *party* pays someone else to do the thing the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party*'s obligations under this contract.
- 20.13 Neither taking possession nor serving a transfer of itself implies acceptance of the property or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 3) are, to the extent of each party's knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

### 21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 Normally, the time by which something must be done is fixed but not essential.

## 22 Foreign Acquisitions and Takeovers Act 1975

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- This promise is essential and a breach of it entitles the vendor to *terminate*.

### 23 Strata or community title

## • Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract -
  - 23.2.1 'change', in relation to a scheme, means -
    - a registered or registrable change from by-laws set out in this contract;
    - a change from a development or management contract or statement set out in this contract; or
    - a change in the boundaries of common property;
  - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
  - 23.2.3 'contribution' includes an amount payable under a by-law;
  - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
  - 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 'normal expenses', in relation to an owners corporation for a scheme, means normal operating 23.2.6 expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind:
- 'owners corporation' means the owners corporation or the association for the scheme or any higher 23.2.7 scheme:
- 'the property' includes any interest in common property for the scheme associated with the lot; and 23.2.8 'special expenses', in relation to an owners corporation, means its actual, contingent or expected 23.2.9 expenses, except to the extent they are
  - normal expenses:
  - due to fair wear and tear:
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by 23.3
- Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis. 23.4

## Adjustments and liability for expenses

- 23.5 The parties must adjust under clause 14.1 -
  - 23.5.1 a regular periodic contribution;
  - a contribution which is not a regular periodic contribution but is disclosed in this contract; and 23.5.2
  - on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners 23.5.3 corporation to the extent the owners corporation has not paid the amount to the vendor.
- If a contribution is not a regular periodic contribution and is not disclosed in this contract -23.6
  - the vendor is liable for it if it was determined on or before the contract date, even if it is payable by 23.6.1 instalments: and
  - the purchaser is liable for all contributions determined after the contract date. 23.6.2
- The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for 23.7 which the vendor is liable under clause 23.6.1.
- Normally, the purchaser cannot make a claim or requisition or rescind or terminate in respect of -23.8 an existing or future actual, contingent or expected expense of the owners corporation; 23.8.1
  - a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under 23.8.2 clause 6: or
  - 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can rescind if
  - the special expenses of the owners corporation at the later of the contract date and the creation of 23.9.1 the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
  - in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit 23.9.2 entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
  - a change before the contract date or before completion in the scheme or a higher scheme 23.9.3 materially prejudices the purchaser and is not disclosed in this contract; or
  - a resolution is passed by the owners corporation before the contract date or before completion to 23.9.4 give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

## Notices, certificates and inspections

- The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation 23.10 and signed by the purchaser. 23,11
- The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each party can sign and give the notice as agent for the other.
- The vendor must serve an information certificate issued after the contract date in relation to the lot, the 23.13 scheme or any higher scheme at least 7 days before the date for completion.
- The purchaser does not have to complete earlier than 7 days after service of the certificate and clause 21.3 23.14 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- The vendor authorises the purchaser to apply for the purchaser's own certificate. 23.15
- The vendor authorises the purchaser to apply for and make an inspection of any record or other document in 23,16 the custody or control of the owners corporation or relating to the scheme or any higher scheme. • Meetings of the owners corporation
- If a general meeting of the owners corporation is convened before completion 23.17
  - if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and 23,17,1
  - after the expiry of any cooling off period, the purchaser can require the vendor to appoint the 23.17.2 purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

#### 24 **Tenancies**

- If a tenant has not made a payment for a period preceding or current at the adjustment date -24.1
  - for the purposes of clause 14.2, the amount is to be treated as if it were paid; and 24.1.1
  - 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- If a tenant has paid in advance of the adjustment date any periodic payment in addition to rent, it must be 24.2 adjusted as if it were rent for the period to which it relates. 24.3
- If the property is to be subject to a tenancy on completion or is subject to a tenancy on completion the vendor authorises the purchaser to have any accounting records relating to the tenancy 24.3.1 inspected and audited and to have any other document relating to the tenancy inspected;
  - the vendor must serve any information about the tenancy reasonably requested by the purchaser 24.3.2 before or after completion; and
  - normally, the purchaser can claim compensation (before or after completion) if -24.3.3
    - a disclosure statement required by the Retail Leases Act 1994 was not given when required;
    - such a statement contained information that was materially false or misleading;
    - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
    - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the property is subject to a tenancy on completion -
  - 24.4.1 the vendor must allow or transfer
    - any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
    - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose;
    - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
  - if the security is not transferable, each party must do everything reasonable to cause a replacement 24.4.2 security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
  - 24.4,3 the vendor must give to the purchaser
    - a proper notice of the transfer (an attornment notice) addressed to the tenant;
    - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
    - a copy of any disclosure statement given under the Retail Leases Act 1994;
    - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
    - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
  - the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be 24.4.4 complied with by completion; and
  - the purchaser must comply with any obligation to the tenant under the lease, to the extent that the 24.4.5 obligation is disclosed in this contract and is to be complied with after completion.

#### 25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it)
  - is under qualified, limited or old system title; or 25.1.1
  - on completion is to be under one of those titles. 25.1.2
- The vendor must serve a proper abstract of title within 7 days after the contract date. 25.2
- If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to 25,3 the purchaser before the contract date, the abstract or part is served on the contract date.
- An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or 25.4 codicil) in date order, if the list in respect of each document
  - shows its date, general nature, names of parties and any registration number; and 25.4.1
  - has attached a legible photocopy of it or of an official or registration copy of it. 25.4.2
- 25.5 An abstract of title
  - must start with a good root of title (if the good root of title must be at least 30 years old, this means 25.5.1 30 years old at the contract date);
  - in the case of a leasehold interest, must include an abstract of the lease and any higher lease; 25.5.2
  - 25.5.3 normally, need not include a Crown grant; and
  - need not include anything evidenced by the Register kept under the Real Property Act 1900. 25.5.4
- 25.6 In the case of land under old system title
  - in this contract 'transfer' means conveyance; 25.6.1
  - the purchaser does not have to serve the form of transfer until after the vendor has served a proper 25.6.2 abstract of title; and 25.6.3
  - each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title -

- normally, the abstract of title need not include any document which does not show the location, 25.7.1 area or dimensions of the land (for example, by including a metes and bounds description or a plan
- clause 25.7.1 does not apply to a document which is the good root of title; and 25.7.2
- the vendor does not have to provide an abstract if this contract contains a delimitation plan 25.7.3 (whether in registrable form or not).
- The vendor must give a proper covenant to produce where relevant. 25.8
- The vendor does not have to produce or covenant to produce a document that is not in the possession of the 25.9 vendor or a mortgagee.
- If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a 25.10 photocopy from the Registrar-General of the registration copy of that document.

### 26

- This clause applies only if purchase money is payable to the Crown, whether or not due for payment. 26.1
- The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it. 26.2
- To the extent the vendor is liable for it, the vendor is liable for any interest until completion. 26.3
- To the extent the purchaser is liable for it, the parties must adjust any interest under clause 14.1. 26.4

#### 27 Consent to transfer

- This clause applies only if the land (or part of it) cannot be transferred without consent under legislation or a 27.1 planning agreement.
- The purchaser must properly complete and then serve the purchaser's part of an application for consent to 27.2 transfer of the land (or part of it) within 7 days after the contract date.
- The vendor must apply for consent within 7 days after service of the purchaser's part. 27.3
- If consent is refused, either party can rescind. 27.4
- If consent is given subject to one or more conditions that will substantially disadvantage a party, then that 27.5 party can rescind within 7 days after receipt by or service upon the party of written notice of the conditions.
- 27.6 If consent is not given or refused
  - within 42 days after the purchaser serves the purchaser's part of the application, the purchaser can 27.6.1 rescind; or
  - within 30 days after the application is made, either party can rescind. 27.6.2
- Each period in clause 27.6 becomes 90 days if the land (or part of it) is -27.7
  - 27.7.1 under a planning agreement; or
  - 27.7.2 in the Western Division.
- If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the 27.8 later of the time and 35 days after creation of a separate folio for the lot.
- The date for completion becomes the later of the date for completion and 14 days after service of the notice 27.9 granting consent to transfer.

#### 28 Unregistered plan

- This clause applies only if some of the land is described as a lot in an unregistered plan. 28.1
- The vendor must do everything reasonable to have the plan registered within 6 months after the contract date, 28,2 with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under legislation.
- 28.3 If the plan is not registered within that time and in that manner
  - the purchaser can rescind; and 28.3.1
  - the vendor can rescind, but only if the vendor has complied with clause 28.2 and with any 28.3.2 legislation governing the rescission.
- Either party can serve notice of the registration of the plan and every relevant lot and plan number. 28.4
- The date for completion becomes the later of the date for completion and 21 days after service of the notice. 28,5
- Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered. 28.6

#### 29 **Conditional contract**

- This clause applies only if a provision says this contract or completion is conditional on an event. 29.1
- If the time for the event to happen is not stated, the time is 42 days after the contract date. 29.2
- If this contract says the provision is for the benefit of a party, then it benefits only that party. 29.3
- If anything is necessary to make the event happen, each party must do whatever is reasonably necessary to 29.4 cause the event to happen.
- A party can rescind under this clause only if the party has substantially complied with clause 29.4. 29,5
- If the event involves an approval and the approval is given subject to a condition that will substantially 29.6 disadvantage a party who has the benefit of the provision, the party can rescind within 7 days after either party serves notice of the condition.
- If the parties can lawfully complete without the event happening -29.7
  - if the event does not happen within the time for it to happen, a party who has the benefit of the 29.7.1 provision can rescind within 7 days after the end of that time;
  - if the event involves an approval and an application for the approval is refused, a party who has the 29.7.2 benefit of the provision can rescind within 7 days after either party serves notice of the refusal; and

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of
  - either party serving notice of the event happening;
  - every party who has the benefit of the provision serving notice waiving the provision; or

• the end of the time for the event to happen.

- 29.8 If the parties cannot lawfully complete without the event happening
  - 29.8.1 if the event does not happen within the time for it to happen, either party can rescind;
  - 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
  - 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A party cannot rescind under clauses 29.7 or 29.8 after the event happens.

### 30 Electronic transaction

- 30.1 This Conveyancing Transaction is to be conducted as an electronic transaction if -
  - 30.1.1 this contract says that it is an *electronic transaction*:
  - 30.1.2 the parties otherwise agree that it is to be conducted as an electronic transaction; or
  - 30.1.3 the conveyancing rules require it to be conducted as an electronic transaction.
- 30.2 However, this Conveyancing Transaction is not to be conducted as an electronic transaction
  - 30.2.1 if the land is not electronically tradeable or the transfer is not eligible to be lodged electronically; or
  - if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction*
  - 30.3.1 each party must -
    - bear equally any disbursements or fees; and
    - otherwise bear that party's own costs;

incurred because this Conveyancing Transaction was to be conducted as an electronic transaction; and

- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this Conveyancing Transaction is to be conducted as an electronic transaction
  - 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
  - 30.4.2 normally, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*:
  - 30.4.3 the parties must conduct the electronic transaction
    - in accordance with the participation rules and the ECNL; and
    - using the nominated ELN, unless the parties otherwise agree;
  - 30.4.4 a party must pay the fees and charges payable by that party to the ELNO and the Land Registry as a result of this transaction being an electronic transaction;
  - 30.4.5 any communication from one party to another party in the Electronic Workspace made -
    - after the effective date; and
    - before the receipt of a notice given under clause 30.2.2;

is taken to have been received by that *party* at the time determined by s13A of the Electronic Transactions Act 2000; and

- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.
- 30.5 Normally, the vendor must within 7 days of the effective date -
  - 30.5.1 create an Electronic Workspace;
  - 30.5.2 populate the Electronic Workspace with title data, the date for completion and, if applicable, mortgagee details; and
  - 30.5.3 invite the purchaser and any discharging mortgagee to the Electronic Workspace.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must 30.6.1 populate the *Electronic Workspace* with *title data*:
  - 30.6.2 create and populate an electronic transfer,
  - 30.6.3 populate the Electronic Workspace with the date for completion and a nominated completion time; and
  - 30.6.4 invite the vendor and any incoming mortgagee to join the Electronic Workspace.
- 30.7 Normally, within 7 days of receiving an invitation from the vendor to join the Electronic Workspace, the purchaser must
  - 30.7.1 join the Electronic Workspace;
  - 30.7.2 create and populate an electronic transfer,
  - 30.7.3 invite any incoming mortgagee to join the Electronic Workspace; and
  - 30.7.4 populate the Electronic Workspace with a nominated completion time.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within* 7 days of being invited to the *Electronic Workspace*
  - 30.8.1 join the Electronic Workspace;
  - 30.8.2 populate the Electronic Workspace with mortgagee details, if applicable; and
  - 30.8.3 invite any discharging mortgagee to join the Electronic Workspace.
- 30.9 To complete the financial settlement schedule in the Electronic Workspace
  - 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion;
  - 30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and
  - 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 business days before the date for completion.
- 30.10 Before completion, the parties must ensure that -
  - 30.10.1 all electronic documents which a party must Digitally Sign to complete the electronic transaction are populated and Digitally Signed;
  - 30.10.2 all certifications required by the ECNL are properly given; and
  - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the Electronic Workspace -
  - 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
  - 30.11.2 the completion address in clause 16.11 is the Electronic Workspace; and
  - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring
  - 30.13.1 all electronic documents Digitally Signed by the vendor, the certificate of title and any discharge of mortgage, withdrawal of caveat or other electronic document forming part of the Lodgment Case for the electronic transaction shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the certificate of title; and
  - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A party who holds a certificate of title must act in accordance with any *Prescribed Requirement* in relation to the certificate of title but if there is no *Prescribed Requirement*, the vendor must serve the certificate of title after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things 30.15.1 holds them on completion in escrow for the benefit of; and
  - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean
  - adjustment figures certificate of title

details of the adjustments to be made to the price under clause 14; the paper duplicate of the folio of the register for the land which exists

immediately prior to completion and, if more than one, refers to each such paper

duplicate;

completion time

the time of day on the date for completion when the *electronic transaction* is to be settled;

conveyancing rules discharging mortgagee the rules made under s12E of the Real Property Act 1900;

any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to

be transferred to the purchaser;

ECNL

the Electronic Conveyancing National Law (NSW):

effective date

the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract

date:

electronic document

a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*:

electronic transfer

a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;

electronic transaction a Conveyancing Transaction to be conducted for the parties by their legal

representatives as Subscribers using an ELN and in accordance with the ECNL

and the participation rules:

electronically tradeable

a land title that is Electronically Tradeable as that term is defined in the

conveyancing rules;

incoming mortgagee

any mortgagee who is to provide finance to the purchaser on the security of the

property and to enable the purchaser to pay the whole or part of the price; the details which a party to the electronic transaction must provide about any

discharging mortgagee of the property as at completion;

participation rules

mortgagee details

the participation rules as determined by the ECNL; to complete data fields in the Electronic Workspace; and

populate title data

the details of the title to the property made available to the Electronic Workspace

by the Land Registry.

#### 31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if -

- the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the TA Act; 31.1.1
- a clearance certificate in respect of every vendor is not attached to this contract. 31.1.2

31.2 The purchaser must -

- at least 5 days before the date for completion, serve evidence of submission of a purchaser 31.2.1 payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- produce on completion a settlement cheque for the FRCGW remittance payable to the Deputy 31.2.2 Commissioner of Taxation:
- forward the settlement cheque to the payee immediately after completion; and 31.2.3

serve evidence of receipt of payment of the FRCGW remittance. 31.2.4

- The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2. 31.3
- If the vendor serves any clearance certificate or variation, the purchaser does not have to complete earlier 31.4 than 7 days after that service and clause 21.3 does not apply to this provision.
- If the vendor serves in respect of every vendor either a clearance certificate or a variation to 0.00 percent, 31.5 clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

- This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the 32.1 Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the 32.3 Conveyancing (Sale of Land) Regulation 2017
  - the purchaser cannot make a claim under this contract about the same subject matter, including a 32.3.1 claim under clauses 6 or 7; and
  - the claim for compensation is not a claim under this contract. 32.3.2
- This clause does not apply to a contract made before the commencement of the amendments to the Division 32.4 under the Conveyancing Legislation Amendment Act 2018.



# McNAMARA

## & ASSOCIATES

LAWYERS AND CONVEYANCERS

# ADDITIONAL SPECIAL CONDITIONS

- 1. The purchasers acknowledge that they have not been induced into this contract by any statement made or given by or on behalf of the vendor and this agreement is not subject to any warranties, conditions or representations other than as expressed in writing herein.
- 2. The property is sold in its present condition and state of repair and with all defects, if any, whether latent or patent. The purchaser shall not be entitled to make any requisitions, objections or claims for compensation in respect of the condition of the property. The purchaser shall not require the vendor to carry out any works to the property after exchange of contracts.
- 3. Clause 7.1.1 of the 2019 Contract Pages is amended by deleting "5%" and inserting in its place "1%".
- 4. It is expressly agreed by both parties that fourteen (14) days shall be reasonable and adequate time for the insertion of any notice requiring completion of this contract, served by one party upon the other.
- 5. Interest for late completion:
  The parties hereto agree that completion shall occur on or before the completion date referred to in the Contract and, in the event that the purchasers are not willing or able to complete the purchase by that date for any reason other than the default of the Vendor, then notwithstanding any other remedy at law and equity that either party may rely upon, the purchasers will pay interest to the Vendors at the rate of ten percentum per annum on the balance of the purchase price from the completion date.
- 6. (i) If either party is unable or unwilling to complete on the completion date, the other party shall be entitled at any time after the completion date to serve a Notice to Complete making the time for completion essential. Such Notice shall give not less than fourteen (14) days' notice after that day immediately following the day on which the notice is received by the recipient of the notice. A notice to Complete by such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential.
  - (ii) If the purchaser fails to complete this contract on or before the completion date otherwise than through the fault of the vendor then in addition to the payment of interest the purchaser shall also pay to the vendor the sum of three hundred and thirty dollars (\$330.00) inclusive of GST to cover legal costs and other expenses incurred as a consequence of delay as a genuine pre estimate of those additional expenses to be allowed by the purchaser to the vendor as an adjustment on completion.
- 7. The purchasers warrant that they have not been introduced to the property or to the vendors by any real estate agent or employee of any agent other than the vendor's agent referred to on the front page of this contract and that in the event of any other agent making a valid claim for commission (other than pursuant to an exclusive agency agreement) the purchasers will wholly indemnify the vendors for such commission and all expenses relating to the claim and it is expressly agreed and declared that this condition shall not merge in the Transfer.
- 8. Completion of this matter shall take place via the PEXA platform.



- 9. The Purchaser acknowledges that the only form of general Requisitions on Title that the Purchaser shall be entitled to raise pursuant to clause 5.1 are those in the form of Requisitions on Title annexed to this Contract. Answers to those requisitions will be given after the date of this Contract.
- 10. Should a party (and if more than one, then, either) prior to completion:
  - (a) die or become mentally incompetent, or
  - (b) be declared bankrupt or enter into any scheme to make any assignment for the benefit of creditors, or have a petition for winding-up presented or have a Liquidator, Provisional Liquidator, Receiver or Official Manager, Manager & Receiver, or Controller appointed, then the other party can rescind this Contract under Clause 19.
- 11. Requests for Extension of Cooling Off
- 11.1 If a Cooling Off period applies to this Contract then the Purchaser acknowledges and agrees to pay the sum of \$275.00 in reimbursement of the Vendor's legal costs for any *agreed* extension to the Cooling Off period following the Purchaser's request *provided always* that this clause shall in no way imply any right to an extension or that the Vendor will agree to any extension of the Cooling Off period.
- 11.2 Completion shall be subject to the amounts payable under this Clause 11 by the Purchaser having been adjusted at settlement.



# **Guarantee for Corporate Purchaser**

In cor	nsideration	of the vendor contrac	cting with t	he corporate purch	aser	PTY
	(ACN					<del></del>
guarar	ntors), as	is evidenced by the g	guarantors			
perfor	mance by	the purchaser of all of	f the purcha	user's obligations u	nder the contract a	and indemnify the
		ny cost or loss whatsoe				
its obl	igations ur	nder this contract for w	hatever rea	son. The vendor m	ay seek to recover	any loss from the
guaran	ntor before	seeking recovery fr	om the pu	rchaser and any s	ettlement or com	promise with the
		ot release the guaranto				
vendor	r. This gua	rantee is binding on t	he guaranto	ors, their executors.	administrators an	d assigns and the
benefit	t of the gua	arantee is available to	any assigne	e of the benefit of	his contract by the	e vendor.
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				Signature		
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# FROM: McNamara & Associates

# DATE

## **PROPERTY:**

	REQUISITIONS	REPLIES	REPLIES (If other than printed
1.	(a) Is the Vendor (or if there is more than one Vendor, any of them) under any incapacity when entering into this transaction or subsequently which would affect completion of this transaction?		replies)
	(b) In particular:		
	(i) Is the Vendor under the age of 18 years;		
	(ii) Has any order or declaration been made relating to the Vendor under the Protected Estates Act 1983 or under the Inebriates Act, 1912;		
	(iii) Has the Vendor committed an act of bankruptcy under the Bankruptcy Act, 1966 or has the Vendor been served with a bankruptcy notice or a		
	bankruptcy petition, or has a sequestration order been made against his		
	estate, or has he entered into an arrangement under Part X of the Bankruptcy Act;		
	(iv) If the Vendor is a company or a corporation, has any resolution application or order been made for the winding up or for the appointment of a receiver or of an administrator?		
	(v) If the answer to any one of (I) to (iv) is otherwise than "No", full particulars should be furnished.		
2.	Is the Vendor aware of any contemplated or current legal proceedings which might or will affect the property?		
3.	Is the Vendor aware of any unsatisfied judgment orders or writs or execution which affect the property or bind the Vendor?		
4.	The Vendor should establish that the whole of the property will be conveyed to the Purchaser on completion and that there are no encroachments by or upon the		
	property.		
5.	(a) The original survey report copy of which is attached to the contract should be handed over to the Purchaser on completion.		
	(b) Has the Vendor (or the Mortgagee) a survey report in respect of the property which has not been produced to the Purchaser?		
	(c) If the answer to (b) is "Yes" the Vendor should furnish a copy of the survey and hand over the original on completion.		
	(d) Is the Vendor aware of a certificate of compliance issued under section 317A of the Local Government Act 1919 or of a building certificate issued in		
	respect of the property?  (e) Is the Vendor aware of any notice or order under Section 317B(1) or 1(A) of		
	the Local Government Act, 1919 or of any notice, order, or intended or		
	threatened action under Chapter 7 Part 2 of the Local Government Act 1993?  (f) If the answer to (h) is "Yes", furnish full particulars.		
	If a swimming pool is included in the property –		
	<ul><li>(a) Was its construction commenced before or after 1 August 1990?</li><li>(b) Has the erection of the swimming pool been approved under the Local</li></ul>		
	Government Act 1919 or under the Local Government Act 1993?		
	(c) Please furnish details of such approval.		
	(d) Are the access requirements specified in the Swimming Pools Act 1992 and		
	the Regulations under that Act satisfied in respect of the swimming pool?		
	(a) Has any residential building work been done on the property under a contract that commenced within the last Seven years (7)?		
	(b) If so, please furnish details of the BSC Comprehensive Insurance or BSC		
	Special Insurance protection which applied to that work under Part 6 of the		
	Home Building Act 1989.		
	(a) Is the Vendor aware of any drain, sewer, water main or stormwater channel which intersects or runs through or under the land?		
	(a) Is the Vendor aware of any dispute regarding boundary fences or dividing		
	fences, party walls or encroachments?		
	(b) Has the Vendor received any notice, claim or proceeding under the Dividing		
	Fences Act, 1991 or under the Encroachment of Buildings Act, 1922 or in		
i	respect of any nuisance or other matter relating to the property or its use?		

-			
10.	Is the vendor aware of any of the following affecting the whole or part of the property:  (a) Any easement, licence or other entitlement which benefits or affects the land and has not been disclosed to the Purchaser?  (b) Any easement licence, agreement or right in respect of water, sewerage, drainage, electricity, gas or other connections, pipes or services which benefit or affect the property?  (c) Any notice of resumption or intended resumption?  (d) Any proposal to re-align or widen any road which is adjacent to the property?  (e) Any proposal by any public or statutory authority?  (f) Any notice from a public or local authority requiring the doing of work or the expenditure of money on the property?  (g) Any work which has been done or is intended to be done on the land or adjoining or adjacent to the land (including road work, pavement, guttering, sewerage or drainage) which has created or will create a charge on the land and which will be recoverable from the Purchaser?  (h) Any claim or conduct to close, obstruct or limit access to or from the land or to an easement over the land?  If the property is sold subject to vacant possession —		
	(a) Is any person in adverse possession of any part of the property?		
12.	If the property is sold subject to tenancy, in respect of each tenant  (a) Has there been any change in lease terms in respect of a tenant whose tenancy has been disclosed to the Purchaser?  (b) On completion all lease should be handed over to the Purchaser together with notice of attornment.  (c) Rental should be apportioned on completion, but the Purchaser shall not be obliged to allow any adjustment for arrears of rent.		
13.	If there is no special completion address stated in the Contract, please advise where the vendor requires completion to occur.		

Solicitors for the Vendor

Solicitors for Purchaser

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 25/209292

SEARCH DATE TIME EDITION NO DATE 3/11/2021 2:36 PM 4 22/6/2021

LAND

LOT 25 IN DEPOSITED PLAN 209292 LOCAL GOVERNMENT AREA SNOWY MONARO REGIONAL PARISH OF COOMA COUNTY OF BERESFORD TITLE DIAGRAM DP209292

FIRST SCHEDULE

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TRIANA ARISTA RIMUATI

IN 99/100 SHARE

GRAEME LAURENCE CLARKE

IN 1/100 SHARE

AS TENANTS IN COMMON

(T AQ29869)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS
- 2 AR167528 MORTGAGE TO AFSH NOMINEES PTY LTD

**NOTATIONS** 

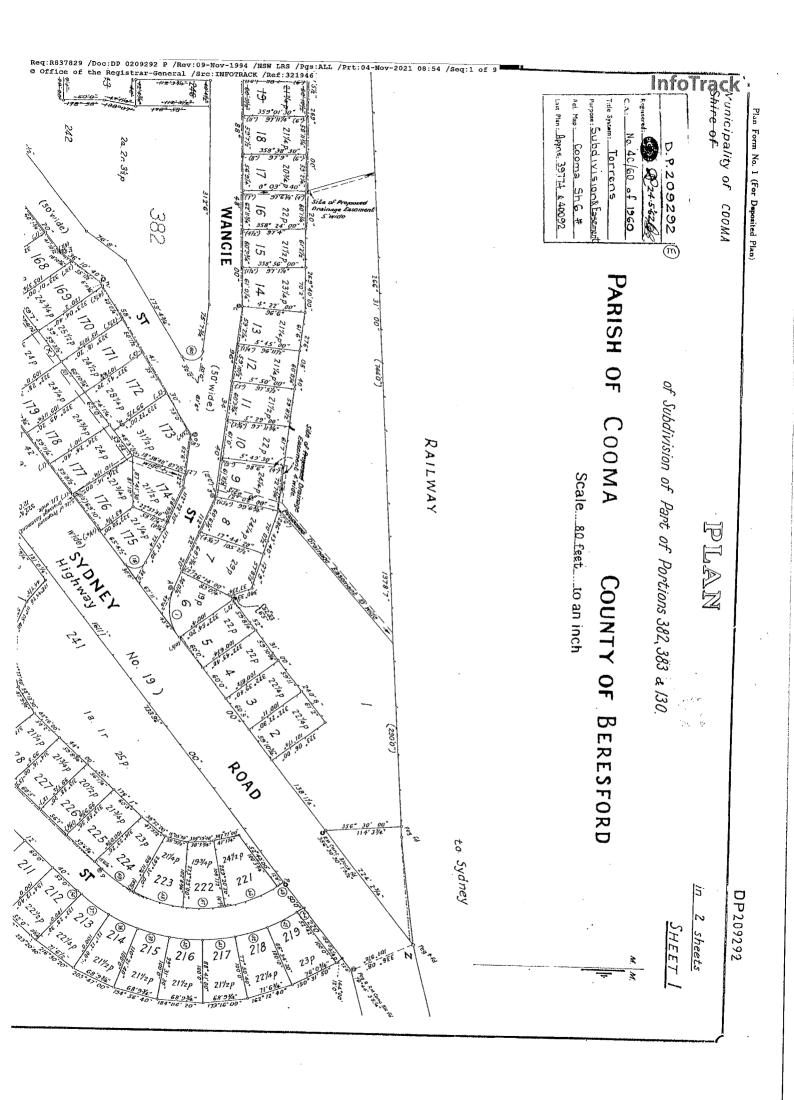
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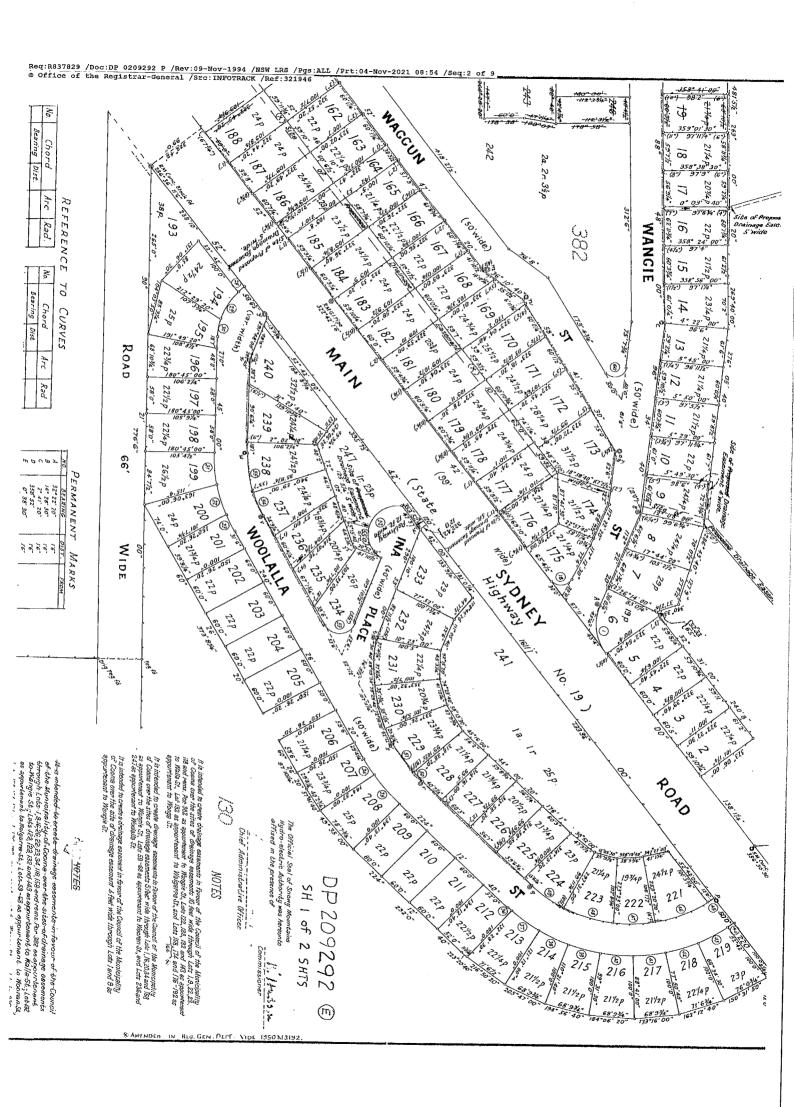
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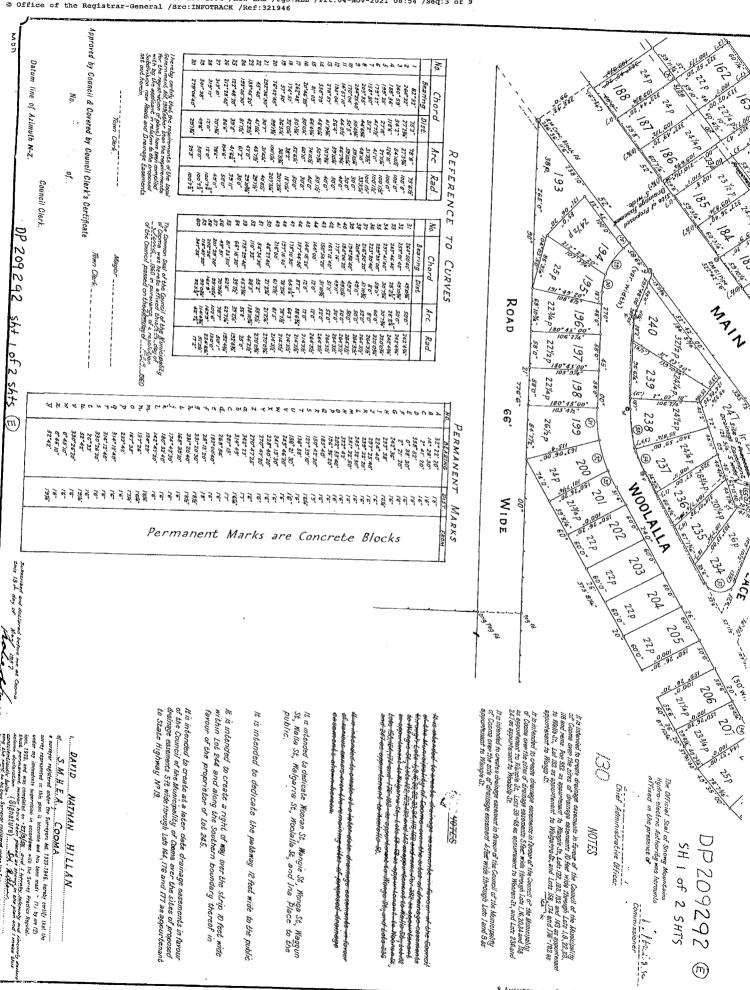
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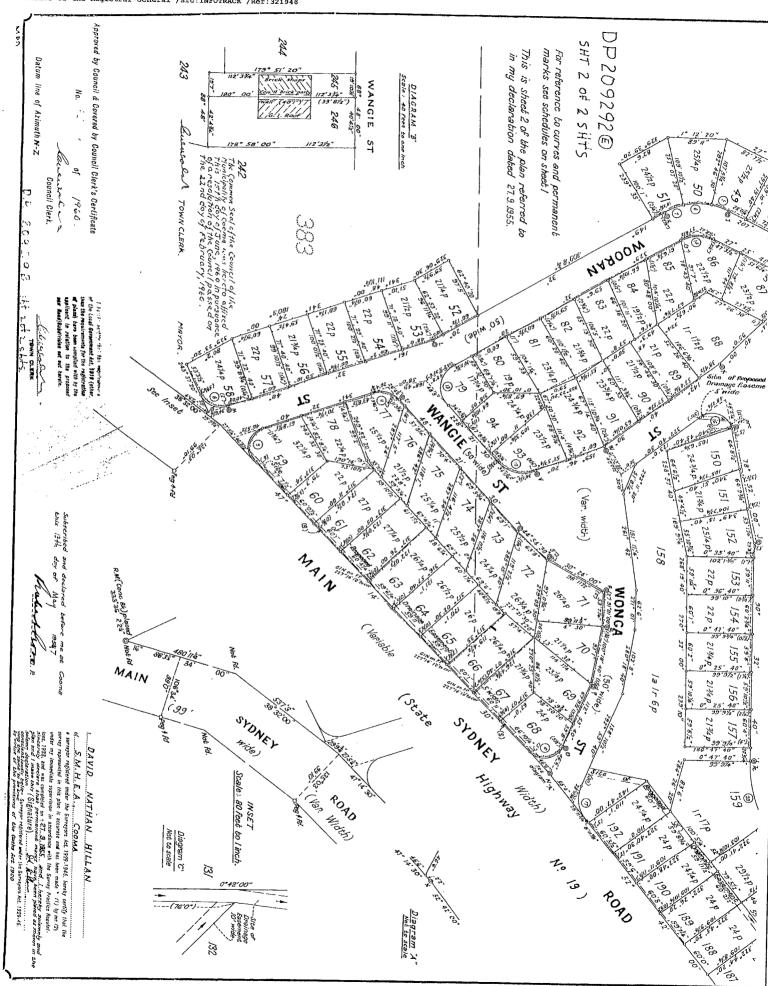


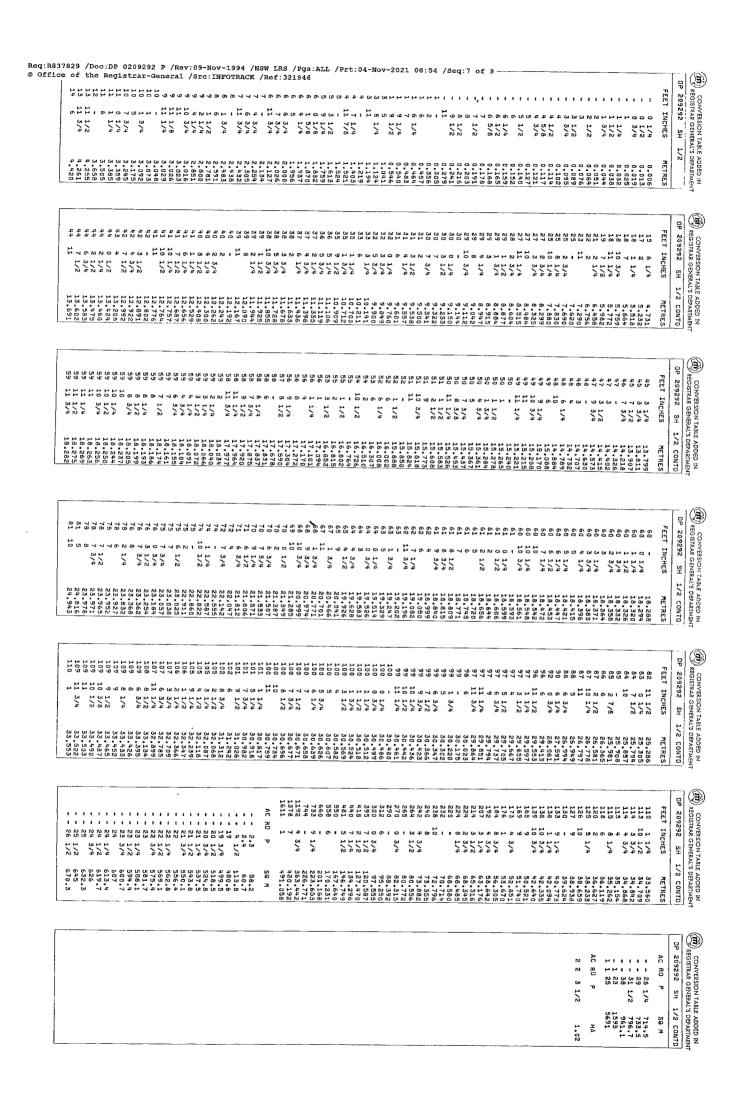




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Enquiries

1300 345 345

Our Ref

Certificate Number 2449/21 | P/N 200886

Your Ref 321946



InfoTrack Pty Ltd GPO Box 4029 SYDNEY NSW 2001

## Planning Certificate - Section 10.7

Environmental Planning and Assessment Act 1979

### Section 10.7(2) Details

In accordance with the requirements of section 10.7(2) of the *Environmental Planning and Assessment Act 1979* (as amended), the following prescribed matters relate to the land at the date of this certificate.

### **Certificate Information**

Certificate Number

2449/21

Certificate Date

08/11/2021

Your Reference

321946

### **Property Description**

Address

36 Wangie Street COOMA NSW 2630

Land Title

Lot: 25 DP: 209292

Assessment Number

41000019

This certificate provides information on how a property (such as land and buildings) may be used and the limits on its development. The certificate contains information Council is aware of through its records and environmental plans, along with data supplied by the State Government.

Snowy Monaro Regional Council does not accept any liability for anything contained in this certificate which has been supplied by third-party sources and does not warrant the accuracy of the contents.

All users of this certificate must acknowledge that Snowy Monaro Regional Council does not owe them any duty of care and they indemnify Snowy Monaro Regional Council from all claims demands suits actions and proceedings for damages and consequential loss howsoever arising from their use of this certificate and its contents where third-party information is relied upon.

Land Title: Lot: 25 DP: 209292

### Column 1 Section 10.7(2) (Schedule 4 EP&A Regulation 2000)

## Identification of the matter referred to in Column 1 and the extent to which it applies to the land

## Names of relevant planning instruments and DCPs

The name of each environmental planning (1) instrument that applies to the carrying out of development on the land.

Cooma-Monaro Local Environmental Plan 2013 See Note 6 for list of State Environmental Planning **Policies** 

(2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

Nil

The name of each development control plan that Cooma-Monaro Shire Development Control Plan 2014 (3) applies to the carrying out of development on (Amendment 1) the land.

In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

#### 2 Zoning and land use under relevant LEPs

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

the identity of the zone, whether by reference to R2 Low Density Residential (a) a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone No 2 (a)"),

(b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent,

See Note 7 - Land Use Table

(c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,

See Note 7 - Land Use Table

See Note 7 - Land Use Table

the purposes for which the instrument provides (d) that development is prohibited within the zone,

Not Applicable

- whether any development standards applying to (e) the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.
- (f) whether the land includes or comprises critical No habitat.
- whether the land is in a conservation area (g) Not in Heritage Conservation Area (however described),
- (h) whether an item of environmental heritage No Heritage Item (however described) is situated on the land.

### Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006 2A

To the extent that the land is within any zone (however described) under:

- Part 3 of the State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP), or
- (b) a Precinct Plan (within the meaning of the 2006 N/A

SEPP), or

a proposed Precinct Plan that is or has been the N/A (c) subject of community consultation or on public exhibition under the Act,

the particulars referred to in clause 2 (a)–(h) in relation to that land (with a reference to "the instrument" in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

#### **Complying Development** 3

The extent to which the land is land on which The following Codes are **not** applicable to this land: (1)complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Rural Housing Code

Commercial and Industrial Alterations Code Commercial and Industrial (New Buildings and

Additions) Code

Container Recycling Facilities Code

The following Codes are applicable to the land and complying development may be carried out on the whole of the land under these Codes:

Housing Code

Housing Alterations Code

General Development Code

Subdivisions Code

**Demolition Code** 

Fire Safety Code

Inland Code

Low Rise Medium Density House Code

The following Codes are applicable to the land but due to the provisions of clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes)2008 complying development may only be carried out on part of the land under these Codes:

NIL

The following Codes are applicable to the land but due to the provisions of clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes)2008 complying development may not be carried out on the whole of the land under these Codes:

Nil

(2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A(1) $\in$  to  $\in$ , (2), (3) and (4), 1.18 (1)(c3) and 1.19 of that Policy and

For the Codes listed above that may only be carried out on part of the land or may not be carried out on any part of the land the reasons why complying development may not be carried out are as follows:

the reasons why it may not be carried out under those clauses.

N/A

If complying development is permitted on only part of the land due to the above restrictions, the extent to which these restrictions apply to the land can be found on the NSW Planning Portal website maps at www.planningportal.nsw.gov.au. These map(s) are based on the legislated maps/s for Cooma-Monaro Local Environmental Plan 2013, Snowy Rover Local Environment Plan 2013 and Bombala Local Environment Plan 2012 and represent the best information Council has on the extent to which the above restrictions affect this land.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Not Applicable

See Note 3 at the end of this Certificate for further information.

- 4 Repealed
- 4A Repealed
- Annual charges under Local Government Act 1993 for coastal protection services that relate to existing 4B coastal protection works

In relation to a coastal council—whether the owner (or N/A any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Note. "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as

seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

#### Mine subsidence

Whether or not the land is proclaimed to be a mine No subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017.

## Road widening and road realignment

Whether or not the land is affected by any road widening or road realignment under:

(a) Division 2 of Part 3 of the Roads Act 1993, or

No

(b) any environmental planning instrument, or

No

any resolution of the council. (c)

Nο

#### 7 Council and other public authority policies on hazard risk restrictions

Whether or not the land is affected by a policy:

- (a) adopted by the council, or
- (b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council,

No (see Note below)

Council has been advised by the NSW Department of Planning that in accordance with section 4.14 of the *Environmental Planning and Assessment Act 1979* Council is required to be satisfied that a development complies with *'Planning for Bushfire Protection 2019'* where that development is within land identified as bushfire prone.

that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding),

Note: Council has recently been provided with mapping information from the Department of Industry — Resources and Energy in conjunction with the NSW Governments Heads of Asbestos Coordination Authorities (HACA) in relation to the presence of 'Naturally Occurring Asbestos' (NOA) within the Shire. The HACA has also published information on what can be done to avoid contact with NOA. This information can be viewed at <a href="http://www.resourcesandenergy.nsw.gov.au/miners-and-explorers/safety-and-health/topics/NOA">http://www.resourcesandenergy.nsw.gov.au/miners-and-explorers/safety-and-health/topics/NOA</a> where there is a link to mapping and other information. The HACA has also published information on what can be done to avoid contact with NOA. Council has adopted an Asbestos Policy which includes provisions applicable to NOA. Council was not aware of the presence of NOA in the Shire when this Policy was adopted, and has no knowledge of any confirmed NOA sites. However following receipt of the mapping information Council is currently in the process of developing risk controls, guidance materials and an asbestos management plan in accordance with the adopted Asbestos Policy. The confirmed presence of naturally occurring asbestos on a site may result in restrictions being imposed upon future development of the site in accordance with the provisions of the Asbestos Policy.

# 7A Flood related development controls information

- (1) Whether or not development on that land or Yes part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.
- (2) Whether or not development on that land or part Yes of the land for any other purpose is subject to flood related development controls.
- (3) Words and expressions in this clause have the same meanings as in the standard instrument set out in the Standard Instrument (Local Environmental Plans) Order 2006.

## 8 Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

9 Contributions plans

The name of each contributions plan applying to the land.

Council has not been advised that any environmental planning instrument or proposed environmental planning instrument applying to the land provides for the acquisition of the land by a public authority as referred to in section 3.15 of the Act

Cooma-Monaro Shire Council Section 7.11
Contributions Plan: (Management and Administration)

# 9A Biodiversity certified land

If the land is biodiversity certified land under Part 8 of N the *Biodiversity Conservation Act 2016*, a statement to that effect.

**Note:** Biodiversity certified land includes land certified under Par 7AA of the *Threatened Species Conservation Act* 1995 that is taken to be certified under Part 8 of the *Biodiversity Conservation Act* 2016.

# 10 Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a No

biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).

Note: Biodiversity stewardship agreements include biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995 that are taken to be biodiversity stewardship agreements under Part 5 of the Biodiversity Conservation Act 2016.

# 10A Native vegetation clearing set asides

If the land contains a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

#### 11 Bush fire prone land

If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land.

If none of the land is bush fire prone land, a statement to that effect.

Not bushfire prone land.

Information relied on to answer the above question has been provided to Council by the NSW Rural Fire Service, for more information regarding the above information please contact the NSW Rural Fire Service. (www.rfs.nsw.gov.au)

#### 12 **Property vegetation plans**

If the land is land to which a property vegetation plan under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).

No PVP applicable

#### Orders under Trees (Disputes Between Neighbours) Act 2006 13

Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if the council has been notified of the order).

#### 14 **Directions under Part 3A**

If there is a direction by the Minister in force under No section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.

# Site compatibility certificates and conditions for seniors housing

If the land is land to which State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 applies:

a statement of whether there is a current site (a) compatibility certificate (seniors housing), of which the council is aware, in respect of

proposed development on the land and, if there is a certificate, the statement is to include:

- (i) the period for which the certificate is current,  $\,$  N/A and
- (ii) that a copy may be obtained from the head N/A office of the Department, and
- (b) a statement setting out any terms of a kind N/A referred to in clause 18(2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.

# 16 Site compatibility certificates for infrastructure, schools or TAFE establishments

A statement of whether there is a valid site N compatibility certificate (infrastructure), or site compatibility certificate (schools or TAFE establishments) of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:

- (a) the period for which the certificate is valid, and N/A
- (b) that a copy may be obtained from the head N/A office of the Department.

# 17 Site compatibility certificates and conditions for affordable rental housing

- (1) A statement of whether there is a current site N compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:
  - (a) the period for which the certificate is N/A current, and
  - (b) that a copy may be obtained from the N/A head office of the Department.
- (2) A statement setting out any terms of a kind N/A referred to in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land.

## 18 Paper subdivision information

- (1) The name of any development plan adopted by a Norelevant authority that applies to the land or that is proposed to be subject to a consent ballot.
- (2) The date of any subdivision order that applies to Not the land.
- (3) Words and expressions used in this clause have No the same meaning as they have in Part 16C of this Regulation.

## 19 Site verification certificates

A statement of whether there is a current site No verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:

(a) the matter certified by the certificate, and

N/A

Note. A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster landsee Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007

(b) the date on which the certificate ceases to be N/A current (if any), and

(c) that a copy may be obtained from the head N/A office of the Department.

#### 20 Loose-fill asbestos insulation

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division, a statement to that effect.

Council is not aware of any residential dwelling erected on this land which has been identified in the Loose-Fill Asbestos Insulation Register as containing loose fill asbestos ceiling insulation. Contact NSW Fair Trading if further information is required.

#### 21 Affected building notices and building product rectification orders

(1)A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.

No affected building notice.

- (2) A statement of:
- whether there is any building product (a) rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and

No building product rectification order.

(b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

No notice of intention to make a building rectification order.

(3) In this clause:

affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017. building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

Note: The following matters are prescribed by section 59(2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:

- (a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act-if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,
- (b) that the land to which the certificate relates is subject to a management order within the meaning of that Act-if it is subject to such an order at the date when the certificate is issued,
- (c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act-if it is the subject of such an approved proposal at the date when the certificate is issued,
- (d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act-if it is subject to such an order at the date when the certificate is issued,
- (e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act-if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

#### **Contaminated Land**

As of the date of this certificate, Council has no records to indicate that the site is potentially contaminated.

It is recommended that you ensure that the land has not in the past been used for certain purposes which could have involved the use of contaminates. A list of potentially contaminating uses is outlined in Attachment "A" to the end of this planning certificate.

Refer to Cooma Monaro Development Control Plan 2014 / Snowy River Development Control Plan 2013 / Bombala Development Control Plan 2012 – Planning Guidelines prepared by the Environment Protection Authority and the Department of Urban Affairs and Planning (1998). The guidelines are underpinned by State Environmental Planning Policy No 55 – Remediation of Land (SEPP 55), and the Contaminated Lands Management Act 1987.

In addition, Council has not been made aware of the land being subject to the following:

- land declared to be significantly contaminated land;
- land subject to a management order;
- land subject of an approved voluntary management proposal;
- land subject to an ongoing maintenance order; or
- subject of a site audit statement

## IMPORTANT NOTES - SECTION 10.7(2) CERTIFICATE

#### Note 1 Terms of Reference

This Certificate does not make reference to the physical conditions of the property. Consequently no inspections have been made in respect of:

- (a) The presence or otherwise of noxious weeds on the property,
- (b) The condition of any structure/s on the land and associated infrastructure.

No advice is included in this Certificate in respect of outstanding or unauthorised works.

Should applicants require such details, that may be in addition to information provided in a S10.7(2) & (5) Certificate, application should be made, accompanied by the appropriate fee for such inspections.

### Note 2 Biosecurity (Weeds)

Weeds are a major environmental threat to the Snowy Monaro Region's agricultural and environmental assets. People considering purchasing land, particularly rural land, in the Council area are urged to contact Council's Biosecurity (Weeds) team for advice regarding landowners' responsibilities for the control of weeds.

#### Note 3 Complying Development

- Under the *Housing Code* complying development may not be carried out on land which has an area less than 200 square metres and has a width, measured at the building line fronting a primary road, of at least 6m.
- Under the *Rural Housing Code* complying development for the erection of a new single-storey or two-storey dwelling house may only be carried out on land that (a) has an area of at least 80 hectares, or (b) is subject to a restriction created under section 88B of the *Conveyancing Act 1919* that specifies a building envelope for the lot and was required by the council.
- As per clause 1.18 of the Codes SEPP Complying Development is only possible on land where the development would otherwise be permissible with or without consent under the Council's Local Environmental Plan applicable to the land.
- Complying development may not be carried out on land outside the zonings identified in *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, or on a lot which is not entirely within the zoning in the Codes SEPP specified for that particular Complying Development code. Refer to *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* for other permissibility criteria.

## Note 4 Important Notice for any maps that relate to this certificate

These maps are not a precise survey document. Accurate locations can only be determined by a survey on the ground.

While every care is taken to ensure the accuracy of this data, neither the Snowy Monaro Regional Council nor the Land and Property Management Authority makes any representations or warranties about its accuracy, reliability, completeness or suitability for any particular purpose and disclaims all responsibility and all liability (including without limitation, liability in negligence) for all expenses, losses, damages (including indirect or consequential damage) and costs which you might incur as a result of the data being inaccurate or incomplete in any way and for any reason.

## Note 5 Coinciding Legal and Practical Access

Purchasers of rural and non-urban land are advised to ensure that coinciding legal and practical access can be gained to the property from a public road.

## Note 6 State Environmental Planning Policies

Below is a list of all State Environmental Planning Policies (including publicised draft policies) that apply to Snowy Monaro Regional Council. Depending on circumstances set down in each policy, the policy may be specifically applicable to the land that is the subject of this certificate. You are advised to check the policy for the necessary details.

State Environmental Planning Policy No 19—Bushland in Urban Areas

State Environmental Planning Policy No 21—Caravan Parks

State Environmental Planning Policy No 33—Hazardous and Offensive Development

State Environmental Planning Policy No 36—Manufactured Home Estates

State Environmental Planning Policy No 55—Remediation of Land

State Environmental Planning Policy No 64—Advertising and Signage

State Environmental Planning Policy No 65—Design Quality of Residential Apartment Development

State Environmental Planning Policy No 70—Affordable Housing (Revised Schemes)

State Environmental Planning Policy (Aboriginal Land) 2019

State Environmental Planning Policy (Activation Precincts) 2020

State Environmental Planning Policy (Affordable Rental Housing) 2009

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

State Environmental Planning Policy (Concurrences and Consents) 2018

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004

State Environmental Planning Policy (Infrastructure) 2007

State Environmental Planning Policy (Koala Habitat Protection) 2020

State Environmental Planning Policy (Koala Habitat Protection) 2021

State Environmental Planning Policy (Kosciuszko National Park—Alpine Resorts) 2007

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007

State Environmental Planning Policy (Primary Production and Rural Development) 2019

State Environmental Planning Policy (State and Regional Development) 2011

State Environmental Planning Policy (State Significant Precincts) 2005

State Environmental Planning Policy (Urban Renewal) 2010

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017

Any enquiries regarding these State policies should be directed to the Department of Planning.

## Note 7 Land use table under Cooma-Monaro Local Environmental Plan 2013

### **Zone R2 Low Density Residential**

#### Without Consent

Environmental protection works; Home-based child care; Home occupations

#### With Consent

Bed and breakfast accommodation; Boarding houses; Car parks; Caravan parks; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental facilities; Exhibition homes; Group homes; Home occupations (sex services); Neighbourhood shops; Oyster aquaculture; Places of public worship; Plant nurseries; Pond-based aquaculture; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Respite day care centres; Roads; Seniors housing; Signage; Tank-based aquaculture; Water supply systems

### **Prohibited**

Any other development not specified in item 2 or 3



# <u>ATTACHMENT A' - \$10.7(2)</u>

Activities which are likely to have contaminated sites because of their past or present use:

- asbestos works:
- chemical and petrochemical works;
- docks and railway land, especially large sidings and depots;
- gasworks, other local carbonisation plants and ancillary by products works;
- industries making or using wood preservatives;
- installations involving the processing or use of radioactive materials;
- landfills and other waste disposal and storage sites, and transfer sites;
- land heavily treated with chemicals for agricultural or other purposes, eg aerial spraying;
- metal mines, smelters, foundries, iron and steel works, metal finishing works;
- mine tailings dumps (including mineral sands tailings);
- munitions production and testing sites;
- oil refineries, petroleum storage and distributions sites;
- paper and printing works;
- pesticide storage areas, areas where vehicles used for the transport and storage of pesticides are washed, and areas where tanks are used to store pesticides;
- plants and heavy engineering installations, eg shipbuilding and shipbreaking;
- power stations and switching yards etc;
- scrap yards;
- stock dipping, eg sheep, cattle etc;
- tanneries



Enquiries:

Sharon Thompson Cooma Office

Our Ref:

Your Ref

321946

9 November 2021

InfoTrack GPO Box 4029 SYDNEY NSW 2001

Dear Sir/Madam

## Drainage Diagram for 36 Wangie Street Cooma - Lot 25 DP 209292

Council wishes to advise that a drainage diagram is not available for the above property, however, enclosed is a copy of the plan showing the property and its relation to the sewer main.

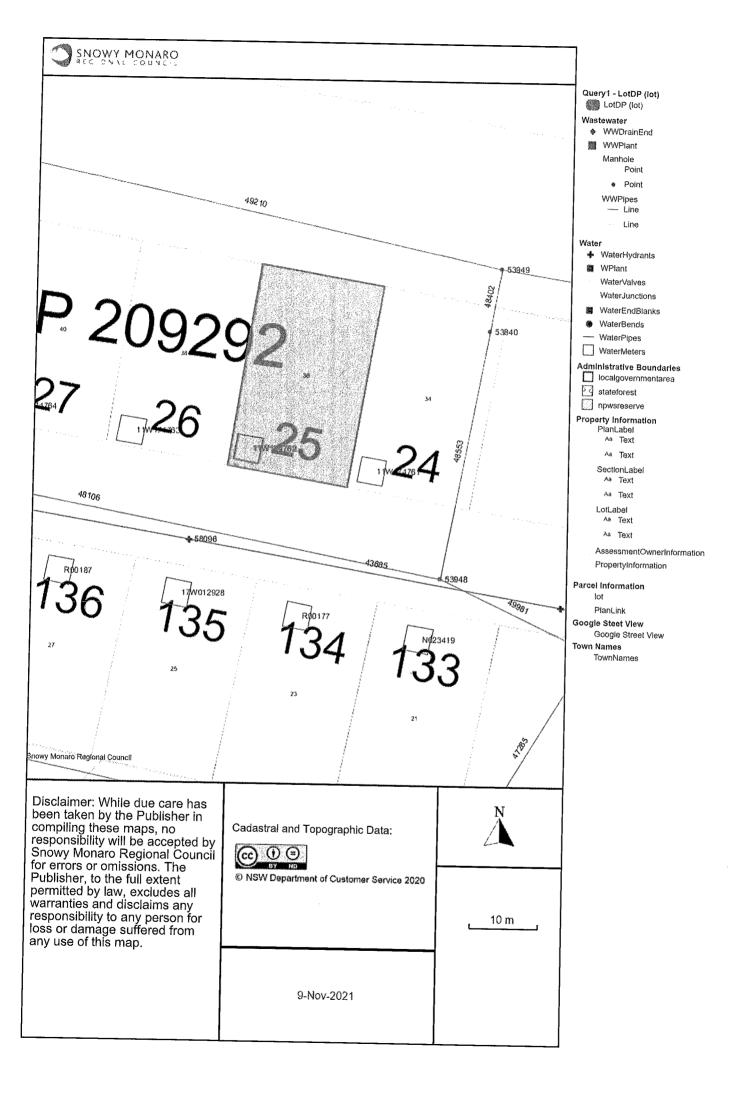
Please note that this information may not fully represent the work as constructed, but is the best available from Council's present records.

Should you have any queries in regard to this matter, please contact Sharon Thompson in Council's Environment & Sustainability Division.

Yours faithfully

Sharon Thompson

**Administration Officer Building Certification** 



# Standard Form Residential Tenancy Agreement

Residential Tenancies Regulation 2019, Schedule 1, Clause 4(1)

## IMPORTANT INFORMATION

Please read this before completing the residential tenancy agreement (the Agreement).

- 1. This form is your written record of your tenancy agreement. This is a binding contract under the Residential Tenancies Act 2010, so please read all terms and conditions carefully.
- 2. If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 20 or visit www.fairtrading.nsw.gov.au before signing the Agreement,
- 3. If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
- 4. The landlord or the landlord's agent must give the tenant a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of NSW Fair Trading's Tenant Information Statement publication.

AGREEMENT		***************************************	······································
This Agreement is made on	08 / 10 / 2021 at: Cooma NSW		NSW BETWEE
LANDLORD			WAY DE TYEE
Insert name and telephone nur	mber or other contact details of Lar	Adlord(s)	· · · · · · · · · · · · · · · · · · ·
Name/s: Graeme CLARKE	and Triana RIMHATI		
Phone:	Mobile:	Fmail: grapma clasta Sim	**
Other Contact Details:	***************************************	Email: graeme.clarke@in	THE PROPERTY OF THE PROPERTY O
		cify the State, Territory or, if not in Au	
<b>Note.</b> The above details must bagent.	e provided for landlord(s), including	at least one contact method, whether	er or not there is a landlord's
Address for service of notices (ca	n be an Agent's business address):		
Note. Business or Residential add	dress must be provided for landlord(s)	) If there is no landlord's agent,	endomonione in participation to the transfer in
TENANT(S) (insert name of Ten	nant(s) and contact details)		
Name/s: Future Generation			es
Address for service of notices (if n	not address of Residential Premises):	A CONTRACTOR PROPERTY AND ADDRESS OF THE PARTY.	***************************************
Level 5, 100 Walker Street No	orth Sydney NSW 2060		
Phone:	Mobile: 0433 715 046	Email: f.sakulsuvarn@futu	Parting
LANDLORD'S AGENT DETAILS	(insert name of Landlord's Agent (if	(any) and contact details)	caanaranoula.cow.sn
lame/s: Jaloc Pty Ltd T/as C	ne Agency Craig Schofield	any) and content details)	
Address: PO Box 601	2011 C C C C C C C C C C C C C C C C C C		Systematic action of the second secon
COOMA NSW 2630	the company of the control of the co		603 088 375
hone: (02) 6452 6121	Mobile: 0414 865 922		54 603 088 375
icence No.: 10030734	Construction of the second of		ls@oneagency.com.au
TERM OF AGREEMENT	**************************************	Licence Expiry 03/03/2024	the state of the s
he term of this Agreement is		WWS.5	
6 Months 12 Months	18 Months 2 Years 3 Years		
7] Odkan (Dina)	· · · · · · · · · · · · · · · · · · ·	s 5 Years	
Periodic (no end date)	Hundred and Four (104) weeks	The state of the s	retricka es la
			***
	and andian and		
arting on: 04 / 01 / 2022	and ending on: 01 / 01 / 20	124 (cross out if not applicable) fore than 3 years, the agreement mu	

MAXIMUM NUMBI	ER OF OCCUPANTS	***************************************		Jeecoomagnon
No more than 2	persons may ordinarily live in the Premises at any one time.	***************************************	<del>                                    </del>	107850851004
Other people who w	rill ordinarily live at the premises may be listed hore: (arosa out if not needed)			
	**		\$4************************************	
URGENT REPAIR	S	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~		10
Nominated tradespe	ople for urgent repairs:		***************************************	***************************************
Electrical Repairs:	ADO Electrical	Phone:	0409 743 150	
Plumbing Repairs:	Muggo's Plumbing	Phone:	0407 482 712	

**Building Repairs:** 

Other Repairs:

Phone:

Phone:

DocuSign Envelope ID: 3F6C0902-C02E-4254-925D-8F39124E5AB0
WATER USAGE
Will the Tenant be required to pay separately for water usage?
UTILITIES
Is electricity supplied to the premises from an embedded network?  Is gas supplied to the premises from an embedded network?  Yes No  For more information on consumer rights if electricity or gas is supplied from an embedded network contact NSW Fair Trading.
SMOKE ALARMS
Indicate whether the smoke alarms installed in the residential premises are hardwired or battery operated:  Hardwired smoke alarm  Battery operated smoke alarm
If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace?  Yes Volume No. 1 No. 1 No. 1 No. 2
If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace?
If yes, specify the type of back-up battery that needs to be used if the back-up battery in the smoke alarm needs to be replaced:  Detector Inspector to service and maintain smoke alarms
If the Strata Schemes Management Act 2015 applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises?  Yes VIDATA BY LAME
STRATA BY-LAWS
Are there any strata or community scheme by-laws applicable to the residential premises?  [] Yes
GIVING NOTICES AND OTHER DOCUMENTS ELECTRONICALLY [OPTIONAL]
[Cross out if not applicable] Indicate below for each person whether the person provides express consent to any notice and any other document under section 223 of the Residential Tenancies Act 2010 being given or served on them by email. The Electronic Transactions Act 2000 applies to notices and other documents you send or receive electronically.  [You should only consent to electronic service if you check your emails regularly. If there is more than one tenant on the agreement, all tenants should agree on a single email address for electronic service. This will help ensure co-tenants receive notices and other documents at the same time.]
Landlord  Does the landlord give express consent to the electronic service of notices and documents?  Yes No If yes, see clause 50.
Email Address: graeme.clarke@intrax.com.au
[Specify email address to be used for the purpose of serving notices and documents.]
Tenant  Does the tenant give express consent to the electronic service of notices and documents?  Ves. 1 No. 1 f ves. see clause 50
Email Address: f.sakulsuvarn@futuregenerationjv.com.au  [Specify email address to be used for the purpose of serving notices and documents.]
CONDITION REPORT
A condition report relating to the condition of the premises must be completed by or on behalf of the Landlord before or when this Agreement is given to the tenant for signing.
If this Agreement is for premises already occupied by the tenant under a previous agreement, the landlord and tenant agree that the condition report, prepared for a tenancy agreement dated 05 / 01 / 2021 and entered into by the tenant, applies to this Agreement.
TENANCY LAWS
The <u>Residential Tenancies Act 2010</u> and the <u>Residential Tenancies Regulation 2019</u> apply to this Agreement. Both the Landlord and the Tenant must comply with these laws.

## STANDARD TERMS OF AGREEMENT

## RIGHT TO OCCUPY THE PREMISES

 The landlord agrees that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under "Residential premises".

#### COPY OF AGREEMENT

- 2. The landlord agrees to give the tenant:
- 2.1 a copy of this agreement before or when the tenant gives the signed copy of the agreement to the landlord or landlord's agent, and
- 2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

#### RENT

- 3. The tenant agrees:
- 3.1 to pay rent on time, and
- 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
- 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.
- 4. The landlord agrees:
- 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
- 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
- 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
- 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
- 4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
- 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and
- 4.7 to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and
- 4.8 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period),

**Note.** The landlord and the tenant may, by agreement, change the manner in which rent is payable under this agreement.

## RENT INCREASES

5. The landlord and the tenant agree that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement if the agreement is for a fixed term of 2 years or more, unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

Note. Section 42 of the Residential Tenancies Act 2010 sets out the circumstances in which rent may be increased during the fixed term of a residential tenancy agreement. An additional term for this purpose may be included in the agreement.

- 6. The landlord and the tenant agree that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.
- 7. The landlord and the tenant agree:
- 7.1 that the increased rent is payable from the day specified in the notice, and
- 7.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
- 7.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the Residential Tenancles Act 2010 or by the Civil and Administrative Tribunal.

#### RENT REDUCTIONS

- 8. The landlord and the tenant agree that the rent abates if the residential premises:
- 8.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
- 8.2 cease to be lawfully usable as a residence, or
- 8.3 are compulsorily appropriated or acquired by an authority.
- The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

# PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES

- The landlord agrees to pay:
- 10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
- 10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oll supply service, and
- 10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and

**Note 1.** Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the *Residential Tenancles Regulation* 2019.

Note 2. Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the Residential Tenancies Regulation 2019.

- 10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
- 10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
- 10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
- 10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
- 10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and
- 10.9 the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advanced meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

- 11. The tenant agrees to pay:
- 11.1 all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and
- all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises, and

Note. Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the *Residential Tenancies Regulation* 2019.

- 11.3 all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and
- 11.4 all charges for pumping out a septic system used for the residential premises, and
- 11.5 any excess garbage charges relating to the tenant's use of the residential premises, and
- 11.6 water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the Residential Tenancies Regulation 2019 and the residential premises:
  - 11.6.1 are separately metered, or
  - 11.6.2 are not connected to a water supply service and water is delivered by vehicle.

Note. Separately metered is defined in the Residential Tenancies Act 2010.

- 12. The landlord agrees that the tenant is not required to pay water usage charges unless:
- 12.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
- 12.2 the landlord gives the tenant at least 21 days to pay the charges, and
- 12.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
- 12.4 the residential premises have the following water efficiency measures:
  - 12.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres a minute,
  - 12.4.2 on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,
  - 12.4.3 all showerheads have a maximum flow rate of 9 litres a minute,
  - 12.4.4 at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.
- 13. The landlord agrees to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

## POSSESSION OF THE PREMISES

- 14. The landlord agrees:
- 14.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
- 14.2 to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

# TENANT'S RIGHT TO QUIET ENJOYMENT

- 15. The landlord agrees:
- 15.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and
- 15.2 that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and
- 15.3 that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises,

## USE OF THE PREMISES BY TENANT

- 16. The tenant agrees:
- 16.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 16.2 not to cause or permit a nuisance, and
- 16.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
- 16.4 not to intentionally or negligently cause or permit any damage to the residential premises, and
- 16.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.
- 17. The tenant agrees:
- 17.1 to keep the residential premises reasonably clean, and
- 17.2 to notify the landlord as soon as practicable of any damage to the residential premises, and
- 17.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and
- 17.4 that it is the tenant's responsibility to replace light globes on the residential premises.
- 18. The tenant agrees, when this agreement ends and before giving vacant possession of the premises to the landlord:
- 18.1 to remove all the tenant's goods from the residential premises, and
- 18.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 18.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
- 18.4 to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and
- 18.5 to make sure that all light fittings on the premises have working globes, and
- 18.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

Note. Under section 54 of the *Residential Tenancies Act 2010*, the vicarious liability of a tenant for damage to residential premises caused by another person is not imposed on a tenant who is the victim of a domestic violence offence, or a co-tenant who is not a relevant domestic violence offender, if the damage occurred during the commission of a domestic violence offence (within the meaning of that Act).

# LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

- 19. The landlord agrees:
- 19.1 to make sure that the residential premises are reasonably clean and fit to live in, and

- Note 1. Section 52 of the *Residential Tenancies Act 2010* specifies the minimum requirements that must be met for residential premises to be fit to live in. These include that the residential premises:
- (a) are structurally sound, and
- (b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and
- (c) have adequate ventilation, and
- (d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and
- (e) have adequate plumbing and drainage, and
- (f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and
- (g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.

Note 2. Premises are structurally sound only if the floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings:

- (a) are in a reasonable state of repair, and
- (b) with respect to the floors, ceilings, walls and supporting structures-are not subject to significant dampness, and
- with respect to the roof, ceilings and windows-do not allow water penetration into the premises, and
- (d) are not liable to collapse because they are rotted or otherwise defective.
- 19.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- 19.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
- 19.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and
- 19.5 not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and
- 19.6 to comply with all statutory obligations relating to the health or safety of the residential premises, and
- 19.7 that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

#### **URGENT REPAIRS**

- 20. The landlord agrees to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:
- 20.1 the damage was not caused as a result of a breach of this agreement by the tenant, and
- 20.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 20.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and

- 20.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 20.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 20.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

Note. The type of repairs that are *urgent repairs* are defined in the *Residential Tenancies Act 2010* and are defined as follows-

- (a) a burst water service.
- (b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is being wasted.
- (c) a blocked or broken lavatory system,
- (d) a serious roof leak.
- (e) a gas leak,
- (f) a dangerous electrical fault,
- (g) flooding or serious flood damage,
- (h) serious storm or fire damage,
- a failure or breakdown of the gas, electricity or water supply to the premises,
- a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,
- (k) any fault or damage that causes the premises to be unsafe or insecure.

#### SALE OF THE PREMISES

- 21. The landlord agrees:
- 21.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
- 21.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.
- 22. The tenant agrees not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.
- 23. The landlord and the tenant agree:
- 23.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and
- 23.2 that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

#### LANDLORD'S ACCESS TO THE PREMISES

- 24. The landlord agrees that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:
- 24.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
- 24.2 if the Civil and Administrative Tribunal so orders.
- 24.3 if there is good reason for the landlord to believe the premises are abandoned.
- 24.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry.
- 24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 24.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,

- 24.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 24.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement).
- 24.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 24.10 to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),
- 24.11 if the tenant agrees.
- 25. The landlord agrees that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:
- 25.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 25.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 25.3 must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and
- 25.4 must, if practicable, notify the tenant of the proposed day and time of entry.
- 26. The landlord agrees that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.
- 27. The tenant agrees to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

# PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

28. The landlord agrees that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.

Note. See section 55A of the Residential Tenancies Act 2010 for when a photograph or visual recording is published.

29. The tenant agrees not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence, within the meaning of section 105B of the Residential Tenancies Act 2010, it is not unreasonable for the tenant to withhold consent.

# FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES

- 30. The tenant agrees:
- 30.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 30.2 that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the Residential Tenancies Regulation 2019 may only be carried out by a person appropriately qualified to carry out those alterations unless the landlord gives consent, and

- 30.3 to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
- 30.4 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
- 30.5 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 30.6 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.
- 31. The landlord agrees not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

Note. The Residential Tenencles Regulation 2019 provides a list of the kinds of fixtures or alterations, additions or renovations of a minor nature to which it would be unreasonable for a landlord to withhold consent and which of those fixtures, or alterations, additions or renovations the landlord may give consent to on the condition that the fixture or alteration, addition or renovation is carried out by an appropriately qualified person.

# LOCKS AND SECURITY DEVICES

- 32. The landlord agrees:
- 32.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
- 32.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and
- 32.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 32.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and
- 32.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.
- 33. The tenant agrees:
- 33.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and
- 33.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.
- 34. A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

# TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

- 35. The landlord and the tenant agree that:
- 35.1 the tenant may, with the landford's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 35.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and

- 35.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 35.4 without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

Note. Clauses 35.3 and 35.4 do not apply to social housing tenancy agreements.

 The landlord agrees not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

## CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

- 37. The landlord agrees:
- 37.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 37.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
- 37.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 37.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days, and
- 37.5 if the State, Territory or country in which the landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

#### COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Cross out if not applicable]

- 38. The landlord agreed to give to the tenant, before the tenant enters into this agreement, a copy of the by-laws applying to the residential promises if they are premises under the Strate Schemes Management Act 2016.
- 39. The landford agrees to give to the tenant, within 7 days of entering into this agreement, a copy of the by-lews applying to the residential premises if they are premises under the Strate Schemes Govelopment Act 2015, the Community Land Development Act 1080 or the Community Land Management Act 1080:

#### MITIGATION OF LOSS

40. The rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement, the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

#### **RENTAL BOND**

[Cross out this clause if no rental bond is payable]

- 41. The landlord agrees that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:
- 41.1 details of the amount claimed, and
- 41.2 copies of any quotations, accounts and receipts that are relevant to the claim, and
- 41.3 a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

#### **SMOKE ALARMS**

- 42. The landlord agrees to:
- 42.1 ensure that smoke alarms are installed in accordance with the Environmental Planning and Assessment Act 1979 if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and
- 42.2 conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and
- 42.3 install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and
- 42.4 install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
- 42.5 engage an authorised electrician to repair or replace a hardwired smoke alarm, and
- 42.6 repair or replace a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and
- 42.7 reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the Residential Tenancies Regulation 2019, that the tenant is allowed to carry out.

Note 1. Under section 64A of the Residential Tenancies Act 2010, repairs to a smoke alarm includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.

**Note 2.** Clauses 42.2-42.7 do not apply to a landlord of premises that comprise or include a lot in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

Note 3. A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 15 of the Residential Tenancies Regulation 2019.

Note 4. Section 64A of the Act provides that a smoke alarm includes a heat alarm.

43. The tenant agrees:

- 43.1 to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and
- 43.2 that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and
- 43.3 to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15-17 of the Residential Tenancies Regulation 2019.

**Note.** Clauses 43.2 and 43.3 do not apply to tenants under social housing tenancy agreements or tenants of premises that comprise or include a lot in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

44. The landlord and the tenant each agree not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so,

**Note.** The regulations made under the *Environmental Planning and Assessment Act 1979* provide that it is an offence to remove or interfere with the operation of a smoke alarm or a heat alarm in particular circumstances.

#### SWIMMING POOLS

[Cross out this clause if there is no swimming pool]

45. The landlard agrees to ensure that the requirements of the Swimming Fools Act 1997 have been complied with in respect of the swimming pool on the residential premises.

[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) or in a community scheme (within the meaning of the Community Land Development Act 1989) and that strata or community scheme comprises more than 2 lots]

- 46. The landlard agrees to ensure that at the time that this residential tenancy agreement is entered into:
- 46.1—the swimming pool on the residential premises is registered under the Swimming Pools Act 1992 and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and
- 46.2 a copy of that raild confidence of compilance or relevant occupation confidence is provided to the tenant:

Note: A swimming pool certificate of eampliance is valid for 3 years from its date of issue:

## LOOSE-FILL ASBESTOS INSULATION

- 47. The landlord agrees:
- 47.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or
- 47.2 If, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

## COMBUSTIBLE CLADDING

- 48. The landlord agrees that if, during the tenancy, the landlord becomes aware of any of the following facts, the landlord will advise the tenant in writing within 14 days of becoming aware of the fact;
- 48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,
- 48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,
- 48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

## SIGNIFICANT HEALTH OR SAFETY RISKS

49. The landlord agrees that if, during the tenancy, the landlord becomes aware that the premises are subject to a significant health or safety risk, the landlord will advise the tenant in writing, within 14 days of becoming aware, that the premises are subject to the significant health or safety risk and the nature of the risk.

# ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

- 50. The landlord and the tenant agree:
- 50.1 to only serve any notices and any other documents, authorised or required by the *Residential Tenancies Act 2010* or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and

- 50.2 to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and
- 50.3 that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and
- 50.4 if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

# BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

- 51. The tenant agrees that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years:
- 51.1 4 weeks rent If less than 25% of the fixed term has expired,
- 51.2 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,
- 51.3 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,
- 51.4 1 week's rent if 75% or more of the fixed term has expired.

This clause does not apply if the tenant terminates a fixed term residential tenancy agreement for a fixed term of more than 3 years or if the tenant terminates a residential tenancy agreement early for a reason that is permitted under the *Residential Tenancies Act* 2010.

**Note.** Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility, and being in circumstances of domestic violence. Section 107 of the *Residential Tenancies Act 2010* regulates the rights of the landlord and tenant under this clause.

52. The landlord agrees that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term of not more than 3 years is limited to the amount specified in clause 51 and any occupation fee payable under the Residential Tenancies Act 2010 for goods left on the residential premises.

Note. Section 107 of the Residential Tenancies Act 2010 also regulates the rights of landfords and tenants for a residential tenancy agreement with a fixed term of more than 3 years.

## ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

- (a) both the landlord and the tenant agree to the terms, and
- (b) they do not conflict with the Residential Tenancies Act 2010, the Residential Tenancies Regulation 2019 or any other Act, and
- (c) they do not conflict with the standard terms of this agreement.

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.]

## ADDITIONAL TERM - PETS

[Cross out this clause if not applicable]

58. The landlord agrees that the tenant may keep the following animal on the residential premises (specify the breed; size sto):

#### NO PETS ALLOWED

- 54. The tenant agrees:
- 54.1—to supervise and heap the entmat within the premises; and
- 54.2 to ensure that the animal does not cause a nuisance, or breach-the reasonable peace, comfort or privacy of neighbours, and
- 54:3—to ensure that the animal is registered and micro-chipped if required under law, and

- 54:4 to comply with any council requirements:
- 66. The tenant agrees to have the corpet professionally cleaned or to pay the cost of having the corpet professionally cleaned at the end of the tenancy if elecaning is required because an animal has been kept on the residential premises during the tenancy.
- 56.1 The tenant agrees:
  - (a) to have the residential-premises furnigated, at the tenant's own-expense; if the furnigation is required because animals have been kept on the residential promises during the tenancy:
  - (b) where there is any damage to the residential promises as a result of animals having been kept on the residential premises, to repair such damage at the tenant's own expense.
  - (c) to indemnify the landlord in respect of any demage to property or claims made as a result of demage to any person or property caused or arising from animals having-boan kept on the residential premises during the tenancy:
  - (d) when requested; to provide written ovidence of compliance with Glauses 55, 56.7(a) and 56.1(b) to the landlord/landlord's agent;
- 56.2 The tenant agrees not to keep animals on the residential premises without obtaining the landlord's consent, as may be provided in the space allowed in clause 53 or otherwise and where such consent is provided, the provisions of clauses 53, 54, 55 and 56.1 will apply to all animals kept on the premises.

#### ADDITIONAL TERM - CONDITION REPORT

- 57. Where the landlord has in compliance with the Residential Tenancies Act 2010 provided the tenant with the signed condition report and the tenant has not returned the condition report within 7 days after taking possession of the residential premises the tenant will be deemed to have accepted the condition report.
- 57.1 The condition report will form part of and be included in this agreement.
- 57.2 The tenant acknowledges that prior to signing this agreement, the tenant was provided with two physical copies (or one electronic copy) of any applicable condition report required to be provided to the tenant under the Residential Tenancies Act 2010.

### ADDITIONAL TERM - INSPECTIONS

- 58.1 The tenant will permit the landlord/landlord's agent, on entering the residential premises in accordance with Clause 24.5 (Inspect the premises) of the Standard Terms, to record the condition of the residential premises by taking photos and/or videos. The photos or videos will be used to compare with any photos or videos taken in the preparation of the condition report provided to the tenant at the start of the tenancy. Such comparison is to assist in identifying any damage or defects that may arise during the tenancy. Photos or videos may not be used for advertising or any other purpose and copies will be provided to the tenant on request at no charge. Should the landlord/landlord's agent require photos or videos of the residential premises for any purpose other than as outlined above the landlord/landlord's agent must obtain the tenant's written authorisation.
- 58.2 Reasonable care will be taken to avoid including details of the tenant's personal property and effects in such photos or videos.

#### ADDITIONAL TERM - CARE AND USE OF PREMISES

- 59. The tenant agrees, in addition to the requirements of Clauses 16, 17 and 18 of this agreement:
- 59.1 they must only use the premises as their place of residence. Should the tenant wish to use the premises for a purpose other than or in addition to their place of residence (including but not limited to sub-letting), the tenant must first make a request in writing to the landlord. Any consent will be at the absolute discretion of the landlord, and if granted, must be in writing and may be subject to additional terms.
- 59.2 to not paint, mark, affix posters, use nails, screws or adhesives, or in any way deface the premises (whether internally or externally) without first obtaining the prior written consent of the landford.
- 59.3 to place all household rubbish suitably bagged and wrapped in the bin provided by the local authority and to put the bin out for collection on the designated day for collection and to remove the bin to the premises as soon as practicable after it has been emptied and return it to its allotted place. Where bins are lost or stolen it is the tenant's responsibility to replace the bins at the tenant's cost.
- 59.4 not to use any sink, basin, tollet, drain or like facility in or connected to the premises for other than their intended use or do anything that might damage or block the plumbing drainage or sewerage system on the premises.
- 59.5 not to hang washing or other articles outside anywhere but the areas designated for this purpose,
- 59.6 to maintain all garden areas including watering trees and other plants, to mow the lawn and remove garden rubbish (including pet waste) from the garden and lawn areas.
- 59.7 keep the premises free of rodents, cockroaches and other vermin and to notify the landlord promptly of any vermin or pest Infestation which, should the presence of such vermin or infestation have arisen due to act or neglect on the part of the tenant, shall be the tenant's responsibility to remedy.
- 59.8 where a product, fixture or fitting provided with the premises has a warning label or safety instructions attached the tenant is not to deface, damage or remove such label.
- 59.9 to properly look after and not alter or remove any landlord's property including fixtures, furniture, electrical and other appliance and equipment let with the premises and only to operate appliances or equipment in accordance with the manufacturer's instructions or landlord's directions.
- 59.10 where a water efficiency device is installed on the premises, not to remove, modify, tamper with, or damage in any way (whether directly or indirectly) such device.
- 59.11 not to affix any television antenna to the premises.
- 59.12 not to maliciously or negligently damage the premises or any part of the premises.
- 59.13 to replace cracked and/or broken glass where such breakage has arisen as a result of malicious damage or other action on the part of the tenant or it's guest/s.
- 59.14 to replace any light bulbs and fluorescent tubes that have blown during the term of the tenancy.
- 59.15 to take all reasonable steps to prevent the occurrence of mould or dampness in or about the premises and will advise the landlord promptly of the occurrence of mould and dampness at the premises.
- 59.16 to notify the landlord of any infectious disease at the premises.
- 59.17 where, for the purposes of Clause 43.1 of this agreement, the tenant becomes aware or suspects that any smoke alarm (or similar device) present in the residential premises is faulty, to promptly notify the landlord/landlord's agent.

# ADDITIONAL TERM - SWIMMING POOL SAFETY AND MAINTENANCE

If Clause 45 is deleted this clause is not applicable.

- 60. Swimming Pool Safety and Maintenance
- 60:1-At the commencement of the tenancy; the tensions will:
  - (e) handover the pool in a condition that is safe for use
  - (b) provide to the tenent a copy of the pool compliance contificate together with all relevant documentation and instructions on the use and maintenance of the swimming pool:
- 60:2 During the term of the tenancy:
  - (a) the tenant-must comply with all safety requirements of the Swimming Pools Act 1992 in particular ensure:
    - (1) child-restraint barriers are in place and properly maintained;
    - (2) access gates and doors are securely closed at all times;
    - (3) at all times to maintain and not interfere with, move or obscure in any way warning notices and resuscitation signs in the immediate vicinity of the swimming pool;
    - (4) ot all times, there are no climbable objects mear the child-restraint barriers that would allow children to access the swimming pool.
  - (b) where a child restreint barrier, warning sign or resuscitation sign is damaged and becomes ineffective the tenent-must advise the landlord or the agent immediately.
  - (c) the tenant is responsible for general maintenance including:
    - (4) regular cleaning of filter baskets
    - (2) maintaining required-water-levels
    - (3) removing vegetation and other rubbish from the pool
    - (4) maintaining the pool water condition
    - (5) regular pool services
    - (6) payment of costs for all required pool chemicals
    - (7) advising the landlord or the agent immediately of any pool related problem:
- 50:3 Immediately prior to the end of the term of the tenancy the tenant will provide to the landlord or the agent:
  - (a) opportunity to inspect the pool; and/or
  - (b) -- a-pool-condition-report-completed by a-professional pool-service-company:

The tenent is to return the pool in good orner and condition as at the beginning of the tenency.

- 60:4 The landlord is responsible for repair of the pool and repair or replacement of the pool equipment resulting from general wear and tear and for reasons beyond the tenant's control and responsibility however, the tenant will be responsible for any damage or want of repair orising from the tenant's failure to comply with its obligations:
- 60:6—If the tanent does not maintain the pool and pool aquipment to the satisfaction of the landlord acting reasonably, the tenent will be in default and the landlord may seek to recover in compliance with the Act, any loss or damage incurred:

#### ADDITIONAL TERM - RENTAL BOND

61. The parties agree the rental bond cannot be used for payment of the rent unless the landlord and tenant both agree in writing.

## **ADDITIONAL TERM - TERMINATION**

- 62. On termination or expiration of the term the tenant agrees:
  - (a) to deliver vacant possession in accordance with the termination notice; and
  - (b) to deliver up all keys and security devices; and

- (c) to advise as soon as possible of the tenants contact
- 63. The termination of this agreement by notice or otherwise shall not affect in anyway either party's right to compensation for breach of the terms of this agreement nor either party's obligations to comply with this agreement and the Residential Tenancies Act 2010.
- 64. Should a fixed term agreement for more than 3 years be terminated by the tenant (other than as permitted under the Residential Tenancies Act 2010) before the ending date:
  - (a) the tenant will be required to pay rent until the tenant has moved out and handed back the keys; and
  - (b) the tenant may be liable to pay for the balance term of the tenancy, any loss of rent incurred by the landlord in re-letting the premises where the landlord/landlord's agent has taken reasonable steps to reduce or minimise rental losses; and
  - (c) the parties are not relieved from their obligations to mitigate any loss on termination; and
  - (d) the landlord may seek Tribunal orders for compensation, including out of pocket and other reasonable expenses, as provided by sections 187(1)(c) and (d) and 187(2) of the Act.
- 65.1 Acceptance by the landlord of payment of rent or other monles owing by the tenant after service of a notice of termination by the tenant will not amount to or be seen as a waiver of such notice or any of the landlord's rights under this agreement, the Residential Tenancies Act 2010 or any other applicable law.
- 65.2 Where the tenancy is at an end and the tenant does not vacate the premises, the landlord is entitled to and expressly reserves the right to make an application to the Civil and Administrative Tribunal for vacant possession and/or compensation.

# ADDITIONAL TERM - END OF TERM OR OCCUPANCY

- 66. The tenant will on vacating the premises:
  - (a) Return all keys, keycards and other security devices (If any) and make good the cost of replacement should any of these items not be returned or be lost at any time.
  - (b) At the end of the tenancy have all carpets cleaned to a standard no less than the standard as provided by the landlord/landlord's agent at the start of the tenancy.
  - (c) Fair wear and tear excepted, repair damage to the premises arising or as a result of the tenant's or its guest's actions including damage (if any) caused by the tenant's pets.
  - (d) Remove all the tenant's property from the premises including rubbish and property on the premises not the property of the landlord.
  - (e) Leave the premises (including the grounds) in a neat and tidy condition.
  - (f) Fumigate as reasonably required if pets have been on the premises.
  - (g) Provide written evidence (eg. receipt, invoice) of compliance with the requirements of Clauses 66 (c) and (f) to the landlord/landlord's agent on or before vacating.
  - (h) Return all remote control devices in good working order and condition including batteries, and where not returned, make good the cost of replacement.

## ADDITIONAL TERM - OCCUPANTS

67. Taking into account the provisions of Clause 17.3 of this agreement, all persons using the premises as occupants or otherwise must comply with the provisions of this agreement and the Residential Tenancies Act 2010.

#### ADDITIONAL TERM - TELECOMMUNICATION SERVICES

- 68. On termination the tenant agrees to leave telecommunication services (for example telephone, internet, television or cable) and associated hardware, fittings and fixtures, in the same condition as at the start of the tenancy, and ensure (if required) the services continue, are transferred or terminated (as the landlord/agent may direct)
- 69. Prior to entering into this agreement the tenant must satisfy itself as to the availability and suitability of any telecommunication services and associated hardware, fixtures and fittings to the premises.
- 70. The landlord gives no warranty as to the provision or adequacy of such telecommunication services or as to the provision or serviceability of any hardware, fixtures and fittings in the premises relating to such services.

#### ADDITIONAL TERM - STATUTES AND BY-LAWS

71. The tenant will at all times comply with all applicable statutes, orders, regulations, by-laws (including by-laws referred to in Clauses 38 and 39 if applicable) and management statements relating to the premises including health and safety, noise or the tenant's occupation of the premises generally.

#### ADDITIONAL TERM - INSURANCE

- The landlord is not responsible for insuring the tenant's own property.
- 73. The tenant agrees not to, by act or omission, either directly or indirectly, do anything which would:
  - cause any increase in the premium of any insurance the landlord may have over the premises (or their contents); or
  - (b) cause or expose the landlord to any claim on any such insurance policy; or
  - (c) cause any such insurance policy to be invalidated.

#### ADDITIONAL TERM - RENT INCREASE DURING THE TERM

- 74.1 In the case of a fixed term agreement of less than 2 years the landlord and tenant agree, if a rent increase is stated in the rent/rent increase item on the second page of this agreement only then may the rent be increased during the term and such increase shall be as set out in the rent/rent increase item on the second page of this agreement.
- 74.2 In the case of a fixed term agreement of 2 years or more the landlord and the tenant agree, rent payable during the term may only be increased once in any period of 12 months and where the tenant has been given at least 60 days written notice before the increased rent is payable specifying the increased rent and the day from which it is payable.

### ADDITIONAL TERM - PRIVACY

- 75. (a) The landlord's agent must comply with the provisions of the Australian Privacy Principles (*Privacy Act 1988 (CTH)*) and where required maintain a Privacy Policy
  - (b) The Privacy Policy outlines how the landlord's agent collects and uses Personal Information provided by you as the tenant, or obtained by other means, to provide the services required by you or on your behalf.
  - (c) You as the tenant agree the landlord's agent may, subject to the *Privacy Act 1988 (CTH)* (where applicable), collect, use and disclose such information to:
    - (1) the landlord of the premises to which this agreement applies, insofar as such information is relevant to the managing and/or leasing of the premises; and/or

- (2) residential tenancy databases for the purpose of enabling a proper assessment of the risk in providing you with the tenancy and if applicable listing tenancy agreement breaches (subject to the provisions of Part 11 Division 2 of the Residential Tenancies Act 2010); and/or
- previous managing agents or landlords and nominated referees to confirm information provided by you; and/or
- (4) tradespeople and similar contractors engaged by the landlord/landlord's agent in order to facilitate the carrying out of works with respect to the premises; and/or
- (5) the landlord's insurance companies; authorised real estate personnel; courts and tribunals and other third parties as may be required by the landlord's agent relating to the administration of the premises and use of the landlord's agent's services; and/or
- (6) a utility connection provider where you request the landlord's agent to facilitate the connection and/or disconnection of your utility services; and/or
- (7) Owners Corporations.
- (d) Documents or copies of documents provided to establish the identity of the tenant or persons entitled to deal on behalf of the tenant, will be retained by the landlord's agent in accordance with the Australian Privacy Principles and will not be used for any purpose other than confirming the identity of such person/s.
- (e) Without provision of certain information the landlord's agent may not be able to act effectively or at all in the administration of this agreement.
- (f) The tenant has the right to access such Personal Information and may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.
- (g) The landlord's agent will provide (where applicable), on request, a copy of its Privacy Policy.

#### ADDITIONAL TERM - DATA COLLECTION

76. Upon signing this agreement the parties agree the landford's agent, and the form completion service provider providing this form, may without disclosing Personal Information collect, use and disclose to Data Collection Agencies information contained in this agreement,

# ADDITIONAL TERM - RELATED DOCUMENTS / NOTICES / ELECTRONIC COMMUNICATIONS

- 77. (a) The parties agree and confirm any documents and communications in relation to this Agreement may, subject to clause 50, be forwarded electronically and where this document has been forwarded electronically (either for signing or otherwise) the party receiving the document confirms having consented to the delivery of the document (and any other materials) by way of the electronic means of delivery before receiving the documentation.
  - (b) A Related Document to be served on any party under this Tenancy Agreement shall be in writing and may be served on that party:
    - (1) by delivering it to the party personally; or
    - (2) by leaving it for the party at that party's address as stated in this Tenancy Agreement; or
    - (3) by posting it to the party by ordinary mail or security mail as a letter addressed to the party at the address as stated in this Tenancy Agreement; or

- (4) by email, where the party has given express consent in accordance with clause 50; or
- (5) by delivery to an alternative address, provided in writing by the party, by any of the methods outlined in Clauses 77(b)(1) to (4) above.
- (c) A document posted shall be deemed to have been served, unless the contrary is shown, at the time when, by the ordinary course of post, the document would be delivered.
- (d) A document sent by electronic communication will be deemed to have been received in accordance with Section 13A of the Electronic Transactions Act 2000 (NSW).
- (e) Documents given by a party's solicitor will be deemed to have been given by and with the authority of the party.
- (f) Documents must be served before 5pm on a business day, failing which, such document will be deemed to have been served on the next business day.
- (g) The parties acknowledge and agree an Electronic Document readily accessible via a link within a Related Document is received when the Related Document is served and will be opened when the Related Document is opened.
- (h) The parties agree to execution, delivery and service of documents electronically by a method provided by DocuSign or such other agreed electronic signature service provider.

#### NOTES

#### 1. DEFINITIONS

In this agreement:

- (1) data collection agency means an agency or organisation that collects real estate data to provide information to the real estate, finance and property valuation industries to enable data analysis.
- (2) electronic document means any electronic communication (including Notices) as defined in the Electronic Transactions Act 2000 (NSW) including any electronically generated document situated on an external server readily accessible via a link within an electronic communication or other electronically generated document.
- (3) landlord means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.
- (4) landlord's agent means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:
  - (a) the letting of residential premises, or
  - the collection of rents payable for any tenancy of residential premises.
- (5) LFAI Register means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the Home Building Act 1989.
- (6) personal information means personal information as defined in the Privacy Act 1988 (CTH).
- (7) related document means any written communication (including Notices) with regard to this matter between the parties, including any Electronic Documents.
- (8) rental bond means money paid by the tenant as security to carry out this agreement.

- (9) residential premises means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.
- (10) tenancy means the right to occupy residential premises under this agreement.
- (11) tenant means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

# 2. CONTINUATION OF TENANCY (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the Residential Tenancies Act 2010 (see notes 3 and 4). Clauses 5 and 6 of this agreement provide for rent to be able to be increased if the agreement continues in force, with certain restrictions.

## 3. ENDING A FIXED TERM AGREEMENT

If this agreement is a fixed term agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

## 4. ENDING A PERIODIC AGREEMENT

If this agreement is a periodic agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

## 5. OTHER GROUNDS FOR ENDING AGREEMENT

The Residential Tenancies Act 2010 also authorises the landlord and the tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

The grounds for the tenant include breach by the landlord of information disclosure provisions under section 26 of the Act (not revealed when this agreement was entered into), breach of this agreement by the landlord, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

#### 6. WARNING

It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgment or order of a court if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

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For information about you rights and obligations as a landlord or tenant, contact:

- (a) NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or
- (b) Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or
- (c) your local Tenants Advice and Advocacy Service at www.tenants.org.au

# Standard Form Residential Tenancy Agreement

Residential Tenancies Regulation 2019, Schedule 1, Clause 4(1)

#### IMPORTANT INFORMATION

Please read this before completing the residential tenancy agreement (the Agreement).

- 1. This form is your written record of your tenancy agreement. This is a binding contract under the Residential Tenancies Act 2010, so please read all terms and conditions carefully.
- 2. If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 20 or visit www.fairtrading.nsw.gov.au before signing the Agreement.
- 3. If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
- 4. The landlord or the landlord's agent must give the tenant a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of NSW Fair Trading's Tenant Information Statement publication.

AGREEMENT	
This Agreement is made on 08 / 10 / 2021 at: Cooma NSW	NSW BETWEE
LANDLORD	1000 061956
Insert name and telephone number or other contact details of Landle	ord(s).
Name/s: Graeme CLARKE and Triana RIMUATI	
Phone: Mobile:	Fmail: argama alaska@ista
Other Contact Details:	Email: graeme.clarke@intrax.com.au
If the landlord does not ordinarily reside in New South Wales, specify	the State Territory or if not in Australia
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Note. The above details must be provided for landlord(s), including at agent.	least one contact method, whether or not there is a landlord's
Address for service of notices (can be an Agent's business address):	
Note. Business or Residential address must be provided for landlord(s) If	there is no landlord's agent
TENANT(S) (insert name of Tenant(s) and contact details)	
Name/s: Future Generation JV	
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	REMISES Note: insert any e	excluded items in the Oth	er Additional Terms Item on	the signature page
The residential pre		Street Cooma NSW 26:	***************************************	
The residential pre	em <sup>i</sup> ses include: (Include any v.)	/ Inclusions, for example.	a parking space, garages	or furniture provided. Altach additiona
Rent Increase 1 T Rent Increase 2 T Note. Where the fit 74.2. The tenant must pa The method by whic (a) to: One Agen by cash or Elec (b) into the followin Account Name: BSB: 032 720	per: week on 33 of the Residential Tena vance under this Agreement. Then from: / / Then from: / / ixed term tenancy is for a ten by the rent in advance on the och the rent must be paid: by Craig Schofield stronic Funds Transfer (EFT), by account:  Jaloc Pty Ltd	pay: pay: pay: pay:  Tuesday  at: 45	per: week  per: week  per: week  the above Rent Increases  every week  Vale Street Cooma NSV	***************************************
Note. The Landlord a cost (other than b available to the Ten	ank fees or other account fe	ermit the Tenant to pay the ees usually payable for the	ne rent by at least one mear ne Tenant's transactions) (s	ns for which the Tenant does not incur ee Clause 4.1) and that is reasonably
RENTAL BOND (	Cross out if there is not going	g to be a bond)		***************************************
A rental bond of \$ must not be more th	11411111M1PH4**************************	must be paid by the	Tenant on signing this Agre	ement. The amount of the rental bond
The tenant provided	I the rental bond amount to:			
the landlord or a	nother person, or			
the landlord's ag	ent, or			
NSW Fair Tradin	ng through Rental Bonds Onli	líne.		
	ds must be lodged with NSW Bys after it is paid using the F Bys after the end of the month	Fair Trading approved for	nd is paid to the landlord or m. If the bond is paid to the	another person, it must be deposited landlord's agent, it must be deposited
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MAXIMUM NUMBE No more than 4 Other people who wi	PAR OF OCCUPANTS  persons may ordinarily live at the pramis  ople for urgent repairs:  ADO Electrical  Muggo's Plumbing	ly live in the Premises at a	nny one time.	Phone: 0409 743 150 Phone: 0407 482 712 Phone:

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WATER USAGE
Will the Tenant be required to pay separately for water usage?  Yes  No If 'yes', see Clauses 12 and 13
UTILITIES TO THE POST, SEE Clauses 12 and 13
Is electricity supplied to the premises from an embedded network?
Is as supplied to the premises from an embedded actual actual a
For more information on consumer rights if electricity or gas is supplied from an embedded network contact NSW Fair Trading.
SMOKE ALARMS
Indicate whether the smoke alarms installed in the residential premises are hardwired or battery operated:
Hardwired smoke alarm Battery operated smoke alarm
If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace?
If yes, specify the type of battery that needs to be used if the battery in the smoke alarm needs to be replaced:
If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace?
If yes, specify the type of back-up battery that needs to be used if the back-up battery in the smoke alarm needs to be replaced:
mantain smoke alarms
If the Strata Schemes Management Act 2015 applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises?
STRATA BY-LAWS
Are there any strata or community scheme by-laws applicable to the residential premises? Yes V No
GIVING NOTICES AND OTHER DOCUMENTS ELECTRONICALLY [OPTIONAL]
[Cross out if not applicable]
Indicate below for each person whether the person provides express consent to any notice and any other document under section 223 the Residential Tenancies Act 2010 being given or served on them by email. The Electronic Transactions Act 2000 applies to notices a other documents you send or receive electronically.  [You should only consent to electronic service if you check your emails regularly. If there is more than one tenant on the agreement, documents at the same time.]
Landlord
Does the landlord give express consent to the electronic service of notices and documents?  Yes No If yes, see clause 50
Email Address: graeme.clarke@intrax.com.au
[Specify email address to be used for the purpose of serving notices and documents.]
Tenant
Does the tenant give express consent to the electronic service of notices and documents?  Yes No If yes, see clause 50. Email Address: f.sakulsuvarn@futuregenerationjv.com.au
[Specify email address to be used for the purpose of serving notices and documents.]
CONDITION REPORT
A condition report relating to the condition of the premises must be completed by or on behalf of the Landlord before or when the Agreement is given to the tenant for signing.
If this Agreement is for premises already occupied by the tenant under a previous agreement, the landlord and tenant agree that the condition report, prepared for a tenancy agreement dated 05 / 01 / 2021 and entered into by the tenant, applies to this Agreement.
TENANCY LAWS
The <u>Residential Tenancies Act 2010</u> and the <u>Residential Tenancies Regulation 2019</u> apply to this Agreement. Both the Landlord and th Tenant must comply with these laws.

# STANDARD TERMS OF AGREEMENT

## RIGHT TO OCCUPY THE PREMISES

The landlord agrees that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under "Residential premises".

### COPY OF AGREEMENT

- 2. The landlord agrees to give the tenant:
- a copy of this agreement before or when the tenant gives the 2.1 signed copy of the agreement to the landlord or landlord's agent, and
- 2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

#### RENT

- 3. The tenant agrees:
- 3.1 to pay rent on time, and
- to reimburse the landlord for the cost of replacing rent 3.2 deposit books or rent cards lost by the tenant, and
- 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.
- 4. The landlord agrees:
- to provide the tenant with at least one means to pay rent for 4.1 which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant,
- 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid,
- 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
- 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
- 4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
- 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and
- to make a rent receipt available for collection by the tenant 4.7 or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and
- 4.8 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

Note. The landlord and the tenant may, by agreement, change the manner in which rent is payable under this agreement.

## **RENT INCREASES**

The landlord and the tenant agree that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement if the agreement is for a fixed term of 2 years or more, unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable,

Note. Section 42 of the Residential Tenancies Act 2010 sets out the circumstances in which rent may be increased during the fixed term of a residential tenancy agreement. An additional term for this purpose may be included in the agreement.

- The landlord and the tenant agree that the rent may not be 6. increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period. 7.
- The landlord and the tenant agree:
- that the increased rent is payable from the day specified in 7.1 the notice, and
- 7.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
- 7.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the Residential Tenancies Act 2010 or by the Civil and Administrative Tribunal.

## RENT REDUCTIONS

- The landlord and the tenant agree that the rent abates if 8. the residential premises:
- 8.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
- 8.2 cease to be lawfully usable as a residence, or
- 8.3 are compulsorily appropriated or acquired by an authority.
- The landlord and the tenant may, at any time during this 9. agreement, agree to reduce the rent payable.

## PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES

- 10. The landlord agrees to pay:
- rates, taxes or charges payable under any Act (other than 10.1 charges payable by the tenant under this agreement), and
- the installation costs and charges for initial connection to the 10.2 residential premises of an electricity, water, gas, bottled gas or oil supply service, and
- all charges for the supply of electricity, non-bottled gas or oil 10.3 to the tenant at the residential premises that are not separately metered, and

Note 1. Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the Residential Tenancies Regulation 2019.

Note 2. Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the Residential Tenancies Regulation 2019.

- the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the
- 10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
- all charges in connection with a water supply service to 10.6 residential premises that are not separately metered, and
- all charges for the supply of sewerage services (other than 10.7 for pump out septic services) or the supply or use of drainage services to the residential premises, and
- all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and
- 10.9 the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper Installation or replacement of an electricity meter, in working order, including an advanced meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

- 11. The tenant agrees to pay:
- all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and
- all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises, and

**Note.** Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the *Residential Tenancies Regulation* 2019.

- all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and
- 11.4 all charges for pumping out a septic system used for the residential premises, and
- 11.5 any excess garbage charges relating to the tenant's use of the residential premises, and
- 11.6 water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the Residential Tenancies Regulation 2019 and the residential premises:
  - 11.6.1 are separately metered, or
  - 11.6.2 are not connected to a water supply service and water is delivered by vehicle.

Note. Separately metered is defined in the Residential Tenancies Act 2010.

- 12. The landlord agrees that the tenant is not required to pay water usage charges unless:
- 12.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
- 12.2 the landlord gives the tenant at least 21 days to pay the charges, and
- 12.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
- 12.4 the residential premises have the following water efficiency measures:
  - 12.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres a minute,
  - 12.4.2 on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,
  - 12.4.3 all showerheads have a maximum flow rate of 9 litres a minute,
  - 12.4.4 at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.
- 13. The landlord agrees to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

## **POSSESSION OF THE PREMISES**

- 14. The landlord agrees:
- 14.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
- 14.2 to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

# TENANT'S RIGHT TO QUIET ENJOYMENT

- 15. The landlord agrees:
- 15.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and
- that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and
- 15.3 that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

# USE OF THE PREMISES BY TENANT

- 16. The tenant agrees:
- 16.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 16.2 not to cause or permit a nuisance, and
- 16.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
- 16.4 not to intentionally or negligently cause or permit any damage to the residential premises, and
- 16.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.
- 17. The tenant agrees:
- 17.1 to keep the residential premises reasonably clean, and
- 17.2 to notify the landlord as soon as practicable of any damage to the residential premises, and
- 17.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and
- 17.4 that it is the tenant's responsibility to replace light globes on the residential premises.
- 18. The tenant agrees, when this agreement ends and before giving vacant possession of the premises to the landlord:
- 18.1 to remove all the tenant's goods from the residential premises, and
- 18.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 18.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
- 18.4 to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and
- 18.5 to make sure that all light fittings on the premises have working globes, and
- 18.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

Note. Under section 54 of the Residential Tenancies Act 2010, the vicarious liability of a tenant for damage to residential premises caused by another person is not imposed on a tenant who is the victim of a domestic violence offence, or a co-tenant who is not a relevant domestic violence offender, if the damage occurred during the commission of a domestic violence offence (within the meaning of that Act).

# LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

- 19. The landlord agrees:
- 19.1 to make sure that the residential premises are reasonably clean and fit to live in, and

- Note 1. Section 52 of the *Residential Tenancies Act 2010* specifies the minimum requirements that must be met for residential premises to be fit to live in. These include that the residential premises:
- (a) are structurally sound, and
- (b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and
- (c) have adequate ventilation, and
- (d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and
- (e) have adequate plumbing and drainage, and
- (f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and
- (g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.
- Note 2. Premises are structurally sound only if the floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings:
- (a) are in a reasonable state of repair, and
- (b) with respect to the floors, ceilings, walls and supporting structures-are not subject to significant dampness, and
- (c) with respect to the roof, ceilings and windows-do not allow water penetration into the premises, and
- (d) are not liable to collapse because they are rotted or otherwise defective.
- 19.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- 19.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
- 19.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and
- 19.5 not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and
- 19.6 to comply with all statutory obligations relating to the health or safety of the residential premises, and
- 19.7 that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

## **URGENT REPAIRS**

- 20. The landlord agrees to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:
- 20.1 the damage was not caused as a result of a breach of this agreement by the tenant, and
- 20.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 20.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and

- 20.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 20.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 20.6 the tenant, as soon as possible, gives or tries to give the fandlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

Note. The type of repairs that are *urgent repairs* are defined in the *Residential Tenancies Act 2010* and are defined as follows-

- (a) a burst water service.
- (b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is being wasted,
- (c) a blocked or broken lavatory system,
- (d) a serious roof leak,
- (e) a gas leak.
- (f) a dangerous electrical fault,
- (g) flooding or serious flood damage,
- (h) serious storm or fire damage,
- a failure or breakdown of the gas, electricity or water supply to the premises,
- a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,
- (k) any fault or damage that causes the premises to be unsafe or insecure.

#### SALE OF THE PREMISES

- 21. The landlord agrees:
- 21.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
- 21.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.
- 22. The tenant agrees not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.
- 23. The landlord and the tenant agree:
- 23.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and
- 23.2 that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

# LANDLORD'S ACCESS TO THE PREMISES

- 24. The landlord agrees that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:
- 24.1 in an emergency (including entry for the purpose of carrying out urgent repairs).
- 24.2 If the Civil and Administrative Tribunal so orders,
- 24.3 if there is good reason for the landlord to believe the premises are abandoned,
- 24.4 If there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
- 24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months).
- 24.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,

- 24.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 24.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 24.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 24.10 to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),
- 24.11 If the tenant agrees.
- 25. The landlord agrees that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:
- 25.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 25.2 may enter the premises only between the hours of 8,00 a.m. and 8,00 p.m., unless the tenant agrees to another time, and
- 25.3 must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and
- 25.4 must, if practicable, notify the tenant of the proposed day and time of entry.
- 26. The landlord agrees that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.
- 27. The tenant agrees to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

# **PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS**

28. The landlord agrees that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.

Note. See section 55A of the Residential Tenancies Act 2010 for when a photograph or visual recording is published.

29. The tenant agrees not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence, within the meaning of section 105B of the Residential Tenancies Act 2010, it is not unreasonable for the tenant to withhold consent.

# FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES

- 30. The tenant agrees:
- 30.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 30.2 that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the *Residential Tenancies Regulation 2019* may only be carried out by a person appropriately qualified to carry out those alterations unless the landlord gives consent, and

- 30.3 to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
- 30.4 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
- 30.5 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 30.6 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.
- 31. The landlord agrees not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

Note. The Residential Tenancies Regulation 2019 provides a list of the kinds of fixtures or alterations, additions or renovations of a minor nature to which it would be unreasonable for a landlord to withhold consent and which of those fixtures, or alterations, additions or renovations the landlord may give consent to on the condition that the fixture or alteration, addition or renovation is carried out by an appropriately qualified person.

## LOCKS AND SECURITY DEVICES

- 32. The landlord agrees:
- 32.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
- 32.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and
- 32.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 32.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and
- 32.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.
- 33. The tenant agrees:
- 33.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and
- 33.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.
- 34. A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

# TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

- 35. The landlord and the tenant agree that:
- 35.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 35.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and

- 35.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 35.4 without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

Note. Clauses 35.3 and 35.4 do not apply to social housing tenancy agreements.

36. The landlord agrees not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

# CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

- 37. The landlord agrees:
- 37.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 37.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
- 37.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 37.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days, and
- 37.5 if the State, Territory or country in which the landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

# COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Cross out if not applicable]

- 38. The landlord agrees to give to the tenent, before the tenent enters into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the Strata Schomes Management Act 2015.
- 38: The landlard agree to give to the tanant, within 7 days of onlaring into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the Strate Schones Development Act 2015, the Community Land Development Act 1989 or the Community Land Management Act 1989.

## MITIGATION OF LOSS

40. The rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement, the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

#### RENTAL BOND

[Cross out this clause if no rental bond is payable]

- 41. The landlord agrees that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:
- 41.1 details of the amount claimed, and
- 41.2 copies of any quotations, accounts and receipts that are relevant to the claim, and
- 41.3 a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

## SMOKE ALARMS

- 42. The landlord agrees to:
- 42.1 ensure that smoke alarms are installed in accordance with the *Environmental Planning and Assessment Act 1979* if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act. and
- 42.2 conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and
- 42.3 install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and
- 42.4 install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
- 42.5 engage an authorised electrician to repair or replace a hardwired smoke alarm, and
- 42.6 repair or replace a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and
- 42.7 reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the Residential Tenancies Regulation 2019, that the tenant is allowed to carry out.
- **Note 1.** Under section 64A of the *Residential Tenancies Act 2010*, repairs to a smoke alarm includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.
- **Note 2.** Clauses 42.2-42.7 do not apply to a landlord of premises that comprise or include a lot in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.
- Note 3. A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 15 of the Residential Tenancies Regulation 2019.
- Note 4. Section 64A of the Act provides that a smoke alarm includes a heat alarm.
- 43. The tenant agrees:
- 43.1 to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and
- 43.2 that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and
- 43.3 to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15-17 of the Residential Tenancies Regulation 2019.

Note. Clauses 43.2 and 43.3 do not apply to tenants under social housing tenancy agreements or tenants of premises that comprise or include a lot in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

44. The landlord and the tenant each agree not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

Note. The regulations made under the *Environmental Planning and Assessment Act 1979* provide that it is an offence to remove or Interfere with the operation of a smoke alarm or a heat alarm in particular circumstances.

#### **SWIMMING POOLS**

[Cross out this clause if there is no swimming pool]

45. The landlord agrees to ensure that the requirements of the Ciminming Pools Act 1992 have been compiled with in respect of the swimming pool on the residential premises:

[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) or in a community scheme (within the meaning of the Community Land Development Act 1989) and that strata or community scheme comprises more than 2 lots]

- 46. The landlard agrees to ensure that at the time that this residential tenancy agreement is entered into:
- 46.4—the swimming pool on the residential premises is registered under the Ewimming-Pools Act 1992 and has a valid conflicte of compliance under that Act or a relevant occupation conflicate within the meaning of that Act, and
- 45.2 a copy of that valid cortificate of compliance or relevant occupation cortificate is provided to the tenant.

Note: A awimming pool cortificate of compliance is valid for 3 years from its date of issue:

## LOOSE-FILL ASBESTOS INSULATION

- 47. The landlord agrees:
- 47.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or
- 47.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

## COMBUSTIBLE CLADDING

- 48. The landlord agrees that if, during the tenancy, the landlord becomes aware of any of the following facts, the landlord will advise the tenant in writing within 14 days of becoming aware of the fact:
- 48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,
- 48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,
- 48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

# SIGNIFICANT HEALTH OR SAFETY RISKS

49. The landlord agrees that if, during the tenancy, the landlord becomes aware that the premises are subject to a significant health or safety risk, the landlord will advise the tenant in writing, within 14 days of becoming aware, that the premises are subject to the significant health or safety risk and the nature of the risk.

# ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

- 50. The landlord and the tenant agree:
- 50.1 to only serve any notices and any other documents, authorised or required by the *Residential Tenancies Act 2010* or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and

- 50.2 to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and
- 50.3 that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and
- 50.4 if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

# BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

- 51. The tenant agrees that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years:
- 51.1 4 weeks rent if less than 25% of the fixed term has expired,
- 51.2 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,
- 51.3 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,
- 51.4 1 week's rent if 75% or more of the fixed term has expired.

This clause does not apply if the tenant terminates a fixed term residential tenancy agreement for a fixed term of more than 3 years or if the tenant terminates a residential tenancy agreement early for a reason that is permitted under the *Residential Tenancies Act* 2010.

**Note.** Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility, and being in circumstances of domestic violence. Section 107 of the *Residential Tenancies Act 2010* regulates the rights of the landlord and tenant under this clause.

52. The landlord agrees that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term of not more than 3 years is limited to the amount specified in clause 51 and any occupation fee payable under the Residential Tenancies Act 2010 for goods left on the residential premises.

Note. Section 107 of the *Residential Tenancies Act 2010* also regulates the rights of landlords and tenants for a residential tenancy agreement with a fixed term of more than 3 years.

### ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

- (a) both the landlord and the tenant agree to the terms, and
- (b) they do not conflict with the Residential Tenancies Act 2010, the Residential Tenancies Regulation 2019 or any other Act, and
- (c) they do not conflict with the standard terms of this agreement.

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.]

# ADDITIONAL TERM - PETS

[Cross out this clause if not applicable]

53. The landlard agrees that the tenam may keep the following animal on the residential promises (specify the broad, size oto):

#### NO PETS ALLOWED

- 54. The tenant agrees:
- 64.1—to supervise and keep the animal within the premises, and
- 54.2 to ensure that the enimal does not cause a netsance, or breach the reasonable peace, comfort or privacy of neighbours, and
- 54.3 to ensure that the animal is registered and micro-chipped if required under law, and

- 54.4—to-comply with any council requirements:
- 56: The tenant agrees to have the corpet professionally eleaned or to pay the cest of having the carpet professionally cleaned at the end of the tenancy if cleaning is required because an animal has been kept on the residential promises during the tenancy.
- 56.1 The tenant agrees:
  - (a) to have the residential premises furnigated, at the tenant's over-expense; if the furnigation is required because enimals have been kept on the residential premises during the tenancy.
  - (b) where there is any damage to the residential premises as a result of animals having been kept on the residential premises, to repair such damage at the tenant's own expense.
  - (c) to indemnify the landlard in respect of any damage to property or claims made as a result of damage to eny person or property ceased or arising from animals having-been kept on the residential premises during the tenancy:
  - (d) when requested, to provide written evidence of compliance with Glauses 55, 56, 1(a) and 56, 1(b) to the landlord/landlord's agent.
- 56.2 The tenant agrees not to keep animals on the residential premises without obtaining the landlord's consent, as may be provided in the space allowed in clause 53 or otherwise and where such consent is provided, the provisions of clauses 53, 54, 55 and 56.1 will apply to all animals kept on the premises.

#### **ADDITIONAL TERM - CONDITION REPORT**

- 57. Where the landlord has in compliance with the Residential Tenancies Act 2010 provided the tenant with the signed condition report and the tenant has not returned the condition report within 7 days after taking possession of the residential premises the tenant will be deemed to have accepted the condition report.
- 57.1 The condition report will form part of and be included in this agreement.
- 57.2 The tenant acknowledges that prior to signing this agreement, the tenant was provided with two physical copies (or one electronic copy) of any applicable condition report required to be provided to the tenant under the Residential Tenancies Act 2010.

### ADDITIONAL TERM - INSPECTIONS

- 58.1 The tenant will permit the landlord/landlord's agent, on entering the residential premises in accordance with Clause 24.5 (inspect the premises) of the Standard Terms, to record the condition of the residential premises by taking photos and/or videos. The photos or videos will be used to compare with any photos or videos taken in the preparation of the condition report provided to the tenant at the start of the tenancy. Such comparison is to assist in identifying any damage or defects that may arise during the tenancy. Photos or videos may not be used for advertising or any other purpose and copies will be provided to the tenant on request at no charge. Should the landlord/landlord's agent require photos or videos of the residential premises for any purpose other than as outlined above the landlord/landlord's agent must obtain the tenant's written authorisation.
- 58.2 Reasonable care will be taken to avoid including details of the tenant's personal property and effects in such photos or videos.

## ADDITIONAL TERM - CARE AND USE OF PREMISES

- 59. The tenant agrees, in addition to the requirements of Clauses 16, 17 and 18 of this agreement:
- 59.1 they must only use the premises as their place of residence. Should the tenant wish to use the premises for a purpose other than or in addition to their place of residence (including but not limited to sub-letting), the tenant must first make a request in writing to the landlord. Any consent will be at the absolute discretion of the landlord, and if granted, must be in writing and may be subject to additional terms.
- 59.2 to not paint, mark, affix posters, use nails, screws or adhesives, or in any way deface the premises (whether internally or externally) without first obtaining the prior written consent of the landlord.
- 59.3 to place all household rubbish suitably bagged and wrapped in the bin provided by the local authority and to put the bin out for collection on the designated day for collection and to remove the bin to the premises as soon as practicable after it has been emptied and return it to its allotted place. Where bins are lost or stolen it is the tenant's responsibility to replace the bins at the tenant's cost.
- 59.4 not to use any sink, basin, tollet, drain or like facility in or connected to the premises for other than their intended use or do anything that might damage or block the plumbing drainage or sewerage system on the premises.
- 59.5 not to hang washing or other articles outside anywhere but the areas designated for this purpose.
- 59.6 to maintain all garden areas including watering trees and other plants, to mow the lawn and remove garden rubbish (including pet waste) from the garden and lawn areas.
- 59.7 keep the premises free of rodents, cockroaches and other vermin and to notify the landlord promptly of any vermin or pest infestation which, should the presence of such vermin or infestation have arisen due to act or neglect on the part of the tenant, shall be the tenant's responsibility to remedy.
- 59.8 where a product, fixture or fitting provided with the premises has a warning label or safety instructions attached the tenant is not to deface, damage or remove such label.
- 59.9 to properly look after and not after or remove any landlord's property including fixtures, furniture, electrical and other appliance and equipment let with the premises and only to operate appliances or equipment in accordance with the manufacturer's instructions or landlord's directions.
- 59.10 where a water efficiency device is installed on the premises, not to remove, modify, tamper with, or damage in any way (whether directly or indirectly) such device.
- 59.11 not to affix any television antenna to the premises.
- 59.12 not to maliciously or negligently damage the premises or any part of the premises.
- 59.13 to replace cracked and/or broken glass where such breakage has arisen as a result of mallcious damage or other action on the part of the tenant or it's guest/s.
- 59.14 to replace any light bulbs and fluorescent tubes that have blown during the term of the tenancy.
- 59.15 to take all reasonable steps to prevent the occurrence of mould or dampness in or about the premises and will advise the landlord promptly of the occurrence of mould and dampness at the premises,
- 59.16 to notify the landlord of any infectious disease at the premises.
- 59.17 where, for the purposes of Clause 43.1 of this agreement, the tenant becomes aware or suspects that any smoke alarm (or similar device) present in the residential premises is faulty, to promptly notify the landlord/landlord's agent.

## ADDITIONAL TERM - SWIMMING POOL SAFETY AND MAINTENANCE

If Clause 45 is deleted this clause is not applicable.

- 60. Swimming Pool Safety and Maintenance
- 60:1 At the commencement of the tenancy, the landlerd will:
  - tal handover the post-in-a condition that is sale-for use
  - (b) provide to the tenant a copy of the pool compliance certificate together with all relevant documentation and instructions on the use and maintenance of the swimming pool.
- 60.2 During the term of the tenancy:
  - (a) the tenant must comply with all sofety requirements of the Swimming Pools Act 1992 in particular ensure:
    - (1) child-restraint-barriers are in place and properly maintained;
    - (2) access gates and doors are securely closed at
    - (3) at all-times to maintain and not interfere with; move or obscure in any way warning notices and resuscitation signs in the immediate vicinity of the swimming pool;
    - (+) at all times. There are no climbable objects near the child restraint barriers that would allow children to access the swimming pool.
  - (b) where a child-restraint barrier, warning sign or resuscitation sign is damaged and becomes ineffective the tenant-must advise the landlord or the agent immediately.
  - (a) the tonant is responsible for general maintenance including:
    - (1) regular cleaning of filter-baskets
    - (2) maintaining required water levels
    - (3) removing vegetation and other rebbish from the pool
    - (4) maintaining the pool-water condition
    - (5) regular pool services
    - (6) payment of costs for all required pool chemicals
    - (7) advising the landard or the agent immediately of any pool related problem.
- 60:3 Immediately prior to the and of the term of the tenancy the tenant will provide to the landlord or the agent:
  - (a) opportunity to inspect the pool; and/or
  - (b) a pool-condition-report completed by a professional pool-service company:

The tenant is to return the packin good order and condition as at the beginning of the tenancy:

- 60.4 The landlord is responsible for repeir of the pool and repeir or replacement of the pool equipment resulting from general wear and lear and for reasons beyond the tenant's control and responsibility however, the tenant will be responsible for any damage or want of repair arising from the tenant's failure to comply with its obligations.
- 60.5—If the tarent does not maintain the pool and pool equipment to the satisfaction of the tandlard acting reasonably, the tenant will be in default and the landlard may seek to recover, in compliance with the Act, any loss or damage incurred.

## ADDITIONAL TERM - RENTAL BOND

61. The parties agree the rental bond cannot be used for payment of the rent unless the landlord and tenant both agree in writing.

## **ADDITIONAL TERM - TERMINATION**

- 62. On termination or expiration of the term the tenant agrees:
  - (a) to deliver vacant possession in accordance with the termination notice; and
  - (b) to deliver up all keys and security devices; and

- (c) to advise as soon as possible of the tenants contact address.
- 63. The termination of this agreement by notice or otherwise shall not affect in anyway either party's right to compensation for breach of the terms of this agreement nor either party's obligations to comply with this agreement and the Residential Tenancies Act 2010.
- 64. Should a fixed term agreement for more than 3 years be terminated by the tenant (other than as permitted under the Residential Tenancies Act 2010) before the ending date:
  - (a) the tenant will be required to pay rent until the tenant has moved out and handed back the keys; and
  - (b) the tenant may be liable to pay for the balance term of the tenancy, any loss of rent incurred by the landlord in re-letting the premises where the landlord/landlord's agent has taken reasonable steps to reduce or minimise rental losses; and
  - (c) the parties are not relieved from their obligations to mitigate any loss on termination; and
  - (d) the landlord may seek Tribunal orders for compensation, including out of pocket and other reasonable expenses, as provided by sections 187(1)(c) and (d) and 187(2) of the Act.
- 65.1 Acceptance by the landlord of payment of rent or other monies owing by the tenant after service of a notice of termination by the tenant will not amount to or be seen as a waiver of such notice or any of the landlord's rights under this agreement, the Residential Tenancies Act 2010 or any other applicable law.
- 65.2 Where the tenancy is at an end and the tenant does not vacate the premises, the landlord is entitled to and expressly reserves the right to make an application to the Civil and Administrative Tribunal for vacant possession and/or compensation.

## ADDITIONAL TERM - END OF TERM OR OCCUPANCY

- 66. The tenant will on vacating the premises:
  - (a) Return all keys, keycards and other security devices (if any) and make good the cost of replacement should any of these items not be returned or be lost at any time.
  - (b) At the end of the tenancy have all carpets cleaned to a standard no less than the standard as provided by the landlord/landlord's agent at the start of the tenancy.
  - (c) Fair wear and tear excepted, repair damage to the premises arising or as a result of the tenant's or its guest's actions including damage (if any) caused by the tenant's pets.
  - (d) Remove all the tenant's property from the premises including rubbish and property on the premises not the property of the landlord.
  - (e) Leave the premises (including the grounds) in a neat and tidy condition.
  - (f) Fumigate as reasonably required if pets have been on the premises.
  - (g) Provide written evidence (eg. receipt, invoice) of compliance with the requirements of Clauses 66 (c) and (f) to the landlord/landlord's agent on or before vacating.
  - (h) Return all remote control devices in good working order and condition including batteries, and where not returned, make good the cost of replacement.

## ADDITIONAL TERM - OCCUPANTS

67. Taking into account the provisions of Clause 17.3 of this agreement, all persons using the premises as occupants or otherwise must comply with the provisions of this agreement and the Residential Tenancies Act 2010.

## **ADDITIONAL TERM - TELECOMMUNICATION SERVICES**

- 68. On termination the tenant agrees to leave telecommunication services (for example telephone, internet, television or cable) and associated hardware, fittings and fixtures, in the same condition as at the start of the tenancy, and ensure (if required) the services continue, are transferred or terminated (as the landlord/agent may direct).
- 69. Prior to entering into this agreement the tenant must satisfy itself as to the availability and suitability of any telecommunication services and associated hardware, fixtures and fittings to the premises.
- 70. The landlord gives no warranty as to the provision or adequacy of such telecommunication services or as to the provision or serviceability of any hardware, fixtures and fittings in the premises relating to such services.

## ADDITIONAL TERM - STATUTES AND BY-LAWS

71. The tenant will at all times comply with all applicable statutes, orders, regulations, by-laws (including by-laws referred to in Clauses 38 and 39 if applicable) and management statements relating to the premises including health and safety, noise or the tenant's occupation of the premises generally.

## ADDITIONAL TERM - INSURANCE

- The landlord is not responsible for insuring the tenant's own property.
- 73. The tenant agrees not to, by act or omission, either directly or indirectly, do anything which would:
  - cause any increase in the premium of any insurance the landlord may have over the premises (or their contents); or
  - (b) cause or expose the landlord to any claim on any such insurance policy; or
  - (c) cause any such insurance policy to be invalidated.

## ADDITIONAL TERM - RENT INCREASE DURING THE TERM

- 74.1 In the case of a fixed term agreement of less than 2 years the landlord and tenant agree, if a rent increase is stated in the rent/rent increase item on the second page of this agreement only then may the rent be increased during the term and such increase shall be as set out in the rent/rent increase item on the second page of this agreement.
- 74.2 In the case of a fixed term agreement of 2 years or more the landlord and the tenant agree, rent payable during the term may only be increased once in any period of 12 months and where the tenant has been given at least 60 days written notice before the increased rent is payable specifying the increased rent and the day from which it is payable.

## ADDITIONAL TERM - PRIVACY

- 75. (a) The landlord's agent must comply with the provisions of the Australian Privacy Principles (*Privacy Act* 1988 (CTH)) and where required maintain a Privacy Policy.
  - (b) The Privacy Policy outlines how the landlord's agent collects and uses Personal Information provided by you as the tenant, or obtained by other means, to provide the services required by you or on your behalf.
  - (c) You as the tenant agree the landlord's agent may, subject to the *Privacy Act 1988 (CTH)* (where applicable), collect, use and disclose such information to:
    - (1) the landlord of the premises to which this agreement applies, insofar as such information is relevant to the managing and/or leasing of the premises; and/or

- (2) residential tenancy databases for the purpose of enabling a proper assessment of the risk in providing you with the tenancy and if applicable listing tenancy agreement breaches (subject to the provisions of Part 11 Division 2 of the Residential Tenancies Act 2010); and/or
- (3) previous managing agents or landlords and nominated referees to confirm information provided by you; and/or
- (4) tradespeople and similar contractors engaged by the landlord/landlord's agent in order to facilitate the carrying out of works with respect to the premises; and/or
- (5) the landlord's insurance companies; authorised real estate personnel; courts and tribunals and other third parties as may be required by the landlord's agent relating to the administration of the premises and use of the landlord's agent's services; and/or
- a utility connection provider where you request the landlord's agent to facilitate the connection and/or disconnection of your utility services; and/or
- (7) Owners Corporations.
- (d) Documents or copies of documents provided to establish the identity of the tenant or persons entitled to deal on behalf of the tenant, will be retained by the landlord's agent in accordance with the Australian Privacy Principles and will not be used for any purpose other than confirming the identity of such person/s.
- (e) Without provision of certain information the landlord's agent may not be able to act effectively or at all in the administration of this agreement.
- (f) The tenant has the right to access such Personal Information and may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.
- (g) The landlord's agent will provide (where applicable), on request, a copy of its Privacy Policy.

## **ADDITIONAL TERM - DATA COLLECTION**

76. Upon signing this agreement the parties agree the landlord's agent, and the form completion service provider providing this form, may without disclosing Personal Information collect, use and disclose to Data Collection Agencies information contained in this agreement.

## ADDITIONAL TERM - RELATED DOCUMENTS / NOTICES / ELECTRONIC COMMUNICATIONS

- 77. (a) The parties agree and confirm any documents and communications in relation to this Agreement may, subject to clause 50, be forwarded electronically and where this document has been forwarded electronically (either for signing or otherwise) the party receiving the document confirms having consented to the delivery of the document (and any other materials) by way of the electronic means of delivery before receiving the documentation.
  - (b) A Related Document to be served on any party under this Tenancy Agreement shall be in writing and may be served on that party:
    - (1) by delivering it to the party personally; or
    - (2) by leaving it for the party at that party's address as stated in this Tenancy Agreement; or
    - (3) by posting it to the party by ordinary mail or security mail as a letter addressed to the party at the address as stated in this Tenancy Agreement; or

- (4) by email, where the party has given express consent in accordance with clause 50; or
- (5) by delivery to an alternative address, provided in writing by the party, by any of the methods outlined in Clauses 77(b)(1) to (4) above.
- (c) A document posted shall be deemed to have been served, unless the contrary is shown, at the time when, by the ordinary course of post, the document would be delivered.
- (d) A document sent by electronic communication will be deemed to have been received in accordance with Section 13A of the Electronic Transactions Act 2000 (NSW).
- (e) Documents given by a party's solicitor will be deemed to have been given by and with the authority of the party.
- (f) Documents must be served before 5pm on a business day, failing which, such document will be deemed to have been served on the next business day.
- (g) The parties acknowledge and agree an Electronic Document readily accessible via a link within a Related Document is received when the Related Document is served and will be opened when the Related Document is opened.
- (h) The parties agree to execution, delivery and service of documents electronically by a method provided by DocuSign or such other agreed electronic signature service provider.

## NOTES

## 1. DEFINITIONS

In this agreement:

- data collection agency means an agency or organisation that collects real estate data to provide information to the real estate, finance and property valuation industries to enable data analysis.
- (2) electronic document means any electronic communication (including Notices) as defined in the Electronic Transactions Act 2000 (NSW) including any electronically generated document situated on an external server readily accessible via a link within an electronic communication or other electronically generated document.
- (3) landlord means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.
- (4) landlord's agent means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:
  - (a) the letting of residential premises, or
  - (b) the collection of rents payable for any tenancy of residential premises.
- (5) LFAI Register means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the Home Building Act 1989.
- (6) personal information means personal information as defined in the Privacy Act 1988 (CTH).
- (7) related document means any written communication (including Notices) with regard to this matter between the parties, including any Electronic Documents.
- (8) rental bond means money paid by the tenant as security to carry out this agreement.

- (9) residential premises means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.
- (10) tenancy means the right to occupy residential premises under this agreement.
- (11) tenant means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

## 2. CONTINUATION OF TENANCY (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the Residential Tenancies Act 2010 (see notes 3 and 4). Clauses 5 and 6 of this agreement provide for rent to be able to be increased if the agreement continues in force, with certain restrictions.

## 3. ENDING A FIXED TERM AGREEMENT

If this agreement is a fixed term agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

## 4. ENDING A PERIODIC AGREEMENT

If this agreement is a periodic agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

## 5. OTHER GROUNDS FOR ENDING AGREEMENT

The Residential Tenancies Act 2010 also authorises the landlord and the tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

The grounds for the tenant include breach by the landlord of information disclosure provisions under section 26 of the Act (not revealed when this agreement was entered into), breach of this agreement by the landlord, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

## 6. WARNING

It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgment or order of a court if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

## OTHER ADDITIONAL TERMS

Additional Terms to this Agreement where inserted at the direction of either party were prepared by that party or an Australian Legal Practitioner under instruction from the party and not from the Agent. No warranty is given by the Agent with respect to such Additional Terms. Legal advice should be sought.

SMOKING IS NOT PERMITTED INSIDE THE PROPERTY AT ANY TIME.

SIGNED BY THE TENANT (2):  SIGNED BY THE TENANT (3):  Date: 25 pctqber 2  SIGNED BY THE TENANT (3):  Date: 25 pctqber 2  SIGNED BY THE TENANT (4):  Date: 4 / /  Signature of tenant 4)  TENANT INFORMATION STATEMENT  The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of a	SIGNATURES		***************************************	***************************************
SIGNED BY THE LANDLORD:  Cignature of landlord or landlord's agent on behalf of the landlord)  LANDLORD INFORMATION STATEMENT  The landlord acknowledges that, at or before the time of signing this residential tenancy agreement, the landlord has read and understood the contents of an information statement published by NSW Fair Trading that sets out the landlord's rights and obligations.  SIGNED BY THE LANDLORD:  (Signature of landlord's Mgent where the Landlord has first provided a signed Landlord's Information Statemen Acknowledgement.  SIGNED BY THE TENANT:  SIGNED BY THE TENANT:  (Signature of landlord's landlord's landlord has first provided a signed Landlord's Information Statement Acknowledgement.  Docustigned by:  (Signature of Langlet Signed Signature of Langlet Signat				***************************************
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(a) NSW Fair Trading on 13 32 20 or <a href="www.fairtrading.nsw.gov.au">www.fairtrading.nsw.gov.au</a>, or
(b) Law Access NSW on 1300 888 529 or <a href="www.lawaccess.nsw.gov.au">www.lawaccess.nsw.gov.au</a>, or
(c) your local Tenants Advice and Advocacy Service at <a href="www.tenants.org.au">www.tenants.org.au</a>

2 Bunberra St Bomaderry NSW 2541 (p): 02 4421 3752 (f): 02 4422 7312

(e): enquiries@bacchuspartners.com.au

BACCHUS PARTNERS

**BUILDING CONSULTANTS & ACCREDITED CERTIFIERS** 

· EST, 1999 ·

ABN: 28 608 387 748

OCCUPATION CERTIFICATE - 200222/01 - WHOLE - 200222/01, 200222/02 (RESIDENTIAL)

Issued under Part 6 and 8 Division 3 of the Environmental Planning and Assessment Act 1979 Sections 6.3 and 6.5 (Occupation/Use of a New Building)

**APPLICANT DETAILS** 

Applicant:

Phone:

Address:

Fax:

Ignazio Mondello

PO Box 144, Kiama NSW 2533

4243 7888

**OWNER DETAILS** 

Name of the person having benefit of the development

consent:

Address: Phone:

Ignazio Mondello

C/0 PO Box 144 , Kiama NSW 2533

0407 714 460

RELEVANT CONSENTS

Consent Authority / Local Government Area:

**Complying Development Certificate Number:** 

**Decision Made Under:** 

Snowy Monaro Regional Council

200222/01, 200222/02

SEPP (Exempt & Complying Development Codes) 2008, SEPP (Affordable Rental

Housing) 2009

**PROPOSAL** 

Address of Development:

Lot:

DP:

Type of Occupation Certificate:

**Building Classification:** Scope of Building Works Covered by this Notice:

Type of Construction:

Attachments:

Fire Safety Schedule:

**Exclusions:** 

36 Wangie Street, Cooma NSW 2630

209292

Whole

1a. 10a

Proposed Principal & Attached Secondary

Dwelling

N/A

Schedule 1

N/A

PRINCIPAL CERTIFYING AUTHORITY

**Certifying Authority:** 

Accreditation Body:

Paul Bacchus

NSW Fair Trading BDC2046

**DETERMINATION** 

**Approval Date:** 

22/12/2020

I, Paul Bacchus, as the certifying authority, certify that:

- I have been appointed as the Principal Certifying Authority under s6.5;
- A current Development Consent or Complying Development Certificate is in force with respect to the building;
- A Complying Development Certificate has been issued with respect to the plans and specifications for the
- The building is suitable for occupation or use in accordance with its Classification under the Building Code of Australia:
- Where required, a final Fire Safety Certificate has been issued for the building;
- Where required, a report from the Commissioner of Fire Brigades has been considered.

Project No.: 200222

www.bachuspartners.com.au

## HomeGuard Installation Certificate of Compliance in accordance with AS 3660.1-2014 – New Building Work



Installer Name: Michael S	haw	ABN 40610833031 PMT Licence Number: 5070638	5
HomeGuard Accreditation N	lumber:		
Building Details			
Installation Date: 22 July 20			
Installation Address: Lot 25,			*************
Suburb: Cooma	Institut Days and A	State: NSW Postcode 2630	
Builder: (If Applicable).Resid	ential Property Gr	oup	*************
Installation Type			
Full Under Slab	Collars	Perimeter Construct	ion Joint
Product Details			
HomeGuard TMB Installed	. m2	HomeGuard PB Installed	37 l/m
HomeGuard DPC Installed	. I/m	HomeGuard GT Installed	. kg
Protector Coat	. I/m	Termiflex	. I/m
Protector Cote	. m2		
HomeGuard FlexiCollars Instal	ed 100mm [.	12 qty Wraps .	qty
Protector Coat Pipes		qty	
Comments Installed prote	ection to the pipes, plei	rs & perimeter of the residential building or	n site
Note:			
Limitations that	apply to the above ins	stallation are: n/a	
Note: HomeGuard is not designed,	or approved to be insta	lled as a remedial treatment	
Client Provided with Warranty I	Details <b>X</b>	Warranty Details Explained to Client <b>X</b>	
Authorised Signature:	S. 16	Polls 93 10	2000
For more information call MHF	********************	Date:	and the second

MHF Termite Barriers

## HomeGuard Installation Certificate of Compliance



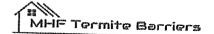
Installer Name	MHF Termile Barries HomeGuard Accreditation Number:
Installation Add	dress: Lot 25,36 Wangie Street-Dwelling 1
Builder: <b>Les id</b>	ential Property Group Suburb Cooma State: NSW Post Code 2630
Installation Dat	e22nd July 2020
O Pipes	
///// Perimeter	
□ Piers	
xxxx Construction Joint	
**** Retaining Wall/	
Step Down	Ovelling 2 Duelling 1
	0.00
	000
NOTE: This form	must be submitted if a very line.

NOTE: This form must be submitted if a partial HomeGuard treatment has been applied and be clear and legible to be accepted by FMC

This document is to certify that the HomeGuard system was installed by a HomeGuard Accredited Installer and has been completed in accordance with the manufacturers specifications. HomeGuard compiles with AS 3660.1-2014 the primary referenced standard of the Building Code of Australia. HomeGuard is only part of a termite management system for a new property, extension or renovation, the slab must be constructed in accordance with the standard: Residential Slabs and Footings Construction. AS 2870-2011. Any construction joint between existing slab and building works must be protected as part of the warranty.

Authorised Signature: Date: 93-10.2030.

For more information call MHF Termite Barriers on 1300 275 666



## FMC MILLION DOLLAR TERMITE MANAGEMENT SYSTEM WARRANTY

Name Of Property Owner / Warranty Holder:

Warranty ID: HG072020OHDG

Type Of Warranty:

**Home**Guard

Pest Control Company Details: MHF Termite Barriers

Pest Control Company Address: 10 Grafton St Goulburn

Suburb: NSW State: NSW

Postcode: 2580

D--+ O----- D

Pest Control Company Phone: 1300 275 666 Pest Control Company ABN: 40610833031

Pest Control Company Email: mhftermitebarriers@gmail.com

Installation Details: Penetrations; Perimeter

Notable Limitations: Piers protected.

Lot Address: Lot 25, 36 Wangle Street - Dwelling 1

Suburb: Cooma State: NSW

Postcode: 2630

Property Address: Suburb:

State:

Postcode:

Treatment Date: 22 Jul 2020 Period Of Warranty: 50 Years

Next Inspection / Treatment Date: 22 Jul 2021

Application Type: Residential



The Pest Control Company Confirms That All Work Carried Out Is In Accordance With AS 3660 And / Or AS 4349.3 (Timber Pest Inspection).

Annual Inspections Must Be Completed By An FMC Accredited Pest Control Company For The Warranty To Remain Valid For The Warranty Period.

Limit Of Warranty Amount: \$1,000,000 AUD In The Aggregate

## What Is Covered\*;

Subject To The Conditions Overleaf, The Protected Structure/s Of The Site As Detailed Above Are Covered Against Any Direct Physical Damage To Structural And Or Decorative Timbers Caused By Subterranean Termites That Occurs Subsequent To The Warranty Commencement Date Above But Prior To The Warranty Expiry Date. This Warranty Does Not Include Chattels Of Any Nature (including Without Limitation Carpets, Floor Coverings, Antiques, Heirlooms, Artwork Or Painting Furnishings And Fittings); Further, Any Pergolas, Timber Decking, Wiring, Outhouses - (unless FMC Termite Barrier Products Are Applied As Per Detailed Plan), Fences, Gates And Garden Structures Are Specifically EXCLUDED From This Warranty.

\*Subject To Annual Inspections By An FMC Accredited Operator (who Has A Timber Pest License) And Subject To FMC's Consent To Assignment Of The Warranty Under The Assignment Provision Overleaf.

## FMC MILLION DOLLAR WARRANTY CERTIFICATE



FMC \$1M Warranty Terms and Conditions for the Property Owner

LIMIT OF WARRANTY AMOUNT: \$1,000,000 AUD in the aggregate

## TERM OF FMC WARRANTY:

TERM OF FMC WARRANTY:
The term of the FMC Warrenty is as stated on the FMC Warranty Certificate provided by the Pest Control Company. The warranty period for HomeGuard is fifty (50) years or the design life of the building, whichever is shorter. The warranty period for Eflex is two to ten (2-10) years depending on geographic location, soil type, climate, product and rate used.

The warranty only remains valid if annual termite inspections, at the property owner's cost, done by an FMC Accredited Company (who has a timber pest license) are entered on the FMC Warranty Operating System.

## WHAT IS COVERED:

WHAT IS COVERED:

Subject to the details listed on the front of the warranty certificate, the protected structure/s of the site as detailed are covered against any direct physical damage to structural and or decorative timbers caused by subterranean termities that occurs subsequent to the warranty commencement date but prior to the warranty beautile in the service date.

termites that occurs subsequent to the warranty commencement date but prior to the next annual inspection date. This warranty does not include chattels of any nature (including without limitation carpets, floor coverings, antiques, helrdooms, entwork or palnting furnishings and fittings); further, any pergoles, timber decking, wiring, outhouses - (unless FMC Termite Barrier products are applied as per detailed plan), fences, gales and garden structures are specifically EXCLUDED from this werranty.

## GENERAL CONDITIONS APPLYING TO THE FMC S1M WARRANTY

WARRANTY
Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. This warranty is an additional warranty offered by FMC Australasia Pty Ltd and is not intended to exclude or limit your rights and remedies under the Australian Consumer Law or other laws. The explry of this warranty does not affect those rights.

## WARRANTY ACTIVATION:

WARRANTY ACTIVATION:
In the event of a subterranean termite Infestation of the Protected Structure as a result of the failure of the installed FMC Termite Management System which failure is directly caused by the failure of the FMC Termite Management System and results in duringe by termites being caused to structural and/or decorative timbers of the Protected Structure during the Warranty Period then, subject to these general conditions of Warranty, FMC Australasia Pty Ltd (FMC Australasia) will, up to a maximum amount of A\$1,000,000 per Site:
a. Procure the elimination of the active subterranean termites within the Protected Structure(s) as listed on the front of the warranty certificate,
b. Cause the repair of the FMC Termite Management System where practical or otherwise treat for termite control; and / or
c. Repair or replace all structural and decorative timbers damaged by subterranean termites.

## WARRANTY EXCLUSIONS:

WARRANTY EXCLUSIONS:
This warranty shall be vold and have no effect if any of the following circumstances occur at any time:

The Property Owners fail to carry out any of the owners responsibilities specified in this Warranty.

The Property Owners fail to provide true and correct information to FMC Australasia and/or an FMC Accredited Pest Control Company or participate in misleading, deceptive or fraudulent conduct in connection with this Warranty.

Termitee enter the FMC Termite Management System protected Building through any manner other than by a performance failure of the FMC Termite Management product(s).

The Property Owner fails to provide full internal and external access to all areas of the Protected Structure(s) during the annual inspections.

The FMC Termite Management System is installed or applied by company that is not an FMC Accredited Company at the time of installation/application.

If no active termites are found in the Protected Structure(s) at the time of inspection of reported damage by an FMC Accredited Company.

## WARRANTY LIMITATIONS:

This FMC Warranty does NOT cover:

Any Incidental damage not directly related to the effects of the Subterranean Termile activity (e.g., wood rot)

Damage from pests other than the Subterranean Termite including without limitation Drywood or Dampwood Termites (Families: Katotermitidae and

Termopsidee)
Damage to chattels of any nature (including without limitation carpets, floor coverings, antiques, helifooms, artwork or painting furnishings and fittings.), any pergolas and timber decking, elactrical wiring, outhouses (unless the FMC Termitle Management system is applied as per a detailed plan), fences, gates and garden structures.
Damage caused by any persons other than those authorised by FMC Australasia to investigate the presence of Subterranean Termites in the Protected Structure.

Protected structure

Repail of any Item that does not comply with the Building Code of Australia,
Any domage the Property Owner or persons other than those authorised by
FMC Australasia may cause in investigating for the presence of Subterranean

Any remedial treatments or repairs not authorised by FMC Austrelasia.

## RESPONSIBILITIES OF PROPERTY OWNER/S

RESPONSIBILITIES OF PROPERTY OWNER/S
During lite warranty period the Property Owners must, at their own expense, arrange for thorough and regular inspection(s) of the property for the presence of termities at intervals recommended by their FMC Accredited Company, but not exceeding 12 months.

Must not make eny alterations, renovations or additions to the Protected Structure(s) or disturb any garden beds, soils or lawns next to the Protected Structure(s) until you notify your FMC Accredited Company who will advise on any works as to their impact (if any) on your Termite Management System. You must Immediately notify your FMC Accredited Company in writing if you believe you have disturbed your FMC Termite Barrier You must Immediately notify your FMC Accredited Company should you find active termites anywhere on the property — do not disturb any found termite activity or use any insecticides on the identified activity.

## WARRANTY CLAIM DISPUTES:

wardware County Discretes.

In the event of any controversy or claim arising out of, or relating to this agreement it will be settled exclusively by arbitration, in the accordance with the rules of the Institute of Arbitrators Australia. Any judgment from such arbitration shall be binding upon both partles.

## DISCLAIMER AND RELEASE

ISCLAIMER AND RELEASE
The limited warrantles provided herein are the exclusive warrantles given by FMC Austrelasia and supersade any prior, contrary or additional representations, whether oral or written.
TO THE EXTENT PERMITTED BY LAW ANY IMPLIED CONDITIONS OR WARRANTIES, THAT APPLY TO THE FMC TERMITE MANAGEMENT SYSTEM OR ANY PART OF IT ARE LIMITED IN DURATION TO THE WARRANTY PERIOD GIVEN IN THIS WARRANTY AND FMC AUSTRALASIA DISCLAIMS AND EXCLUDES THOSE WARRANTES AFTER THE WARRANTY PERIOD.

WARKARY Y PERCU.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation might not apply. This warranty gives you specific legal rights, and you may also have other rights, which vary

gives you specific legal rights, and you may also have other rights, which vary from state to state.

TO THE EXTENT PERMITTED BY LAW, FMC AUSTRALASIA DISCLAIMS AND EXCLUDES ALL OTHER OBLIGATIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NON-CONFORMANCE OR DEFECT IN THE FMC TERMITE BARRIER OR ANY OTHER PRODUCT SUPPLIED BY FMC AUSTRALASIA, INCLUDING BUT NOT LIMITED TO: (A) ANY OBLIGATION, LIABILITY RIGHT, CILAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF FMC AUSTRALASIA OR ITS SUPPLIERS (WHETHER ACTIVE, PASSIVE OR IMPUTED); AND (B) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY FOR LOSS OF OR DAMAGE TO ANY EQUIPMENT. This disclaims and release shall apply even if the express warranty set forth above falls of its and release shall apply even if the express warranty set forth above falls of its

REMEDY FOR LOSS OF OR DAMAGE TO ANY EQUIPMENT. This discisfing and release shall apply even if the express warranty set forth above falls of its essential purpose.

TO THE EXTENT PERMITTED BY LAW, FMC AUSTRALASIA AND OR ITS SUPPLIERS SHALL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE, OR IMPUTED NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR DAMAGE TO THE FMC TERMITE MANAGEMENT SYSTEM, PROPERTY DAMAGE, LOSS OF USE, REVENUE OR PROFIT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, ADDITIONAL COST INCURRED BY THE WARRANTY HOLDER (BY WAY OF CORRECTION OR OTHERWISE) OR ANY OTHER INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM THE USE, IMSUSE OR FAILURE OF THE FMC TERMITE MANAGEMENT SYSTEM EXCEPT AS EXPRESSLY CONTAINED IN THIS WARRANTY. This exclusion applies even if the above warranty falls of its essential purpose and regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory.

ASSIGNMENT
The Warranty Holder may assign the Warranty Holder's rights under this Warranty to another person provided that and only if: the Warranty Holder sells all of its interest in the Site to such assignee; the Worranty Holder gives written notice of the proposed sale of the Site and assignment of Warranty to the FMC Accredited Pest Control company that administers the warranty; the assignee agrees with the Pest Control Company to be bound by all terms and conditions of this Warranty.

## DEFINITIONS:

Buildings: The residential or commercial building(s) (as the context requires) where an FMC Termite Management System has been installed and/or applied, FMC Termite Management System: Any or all of FMC Australasia's range of pre- and post-construction termite solutions including but not limited to HomeGuard, Biflex and Radiate,

HomeGuard, Biflex and Radiate,
HomeGuard: A patented, bifenthrin impregnated plastic sheeting used during
pre-construction.

Effex: The name of the warranty that supports Termite Management Systems
that delivered through liquid chemical applications.

FMG Accredited Company: A Professional Past Control Company that holds
a valid pest control certificate, timber inspection certificate and attends annual
installation/application seminars. Only FMC Accredited Companies can
administer warranties and conduct annual termite inspections required to
maintain a warranty.

Property Owner: Means registered proprietor(s) of the site and/or Protected
Structures.

Structures.

Termifes: Subterranean Termifes (Drywood Family: Kalotermitidee and Dampwood Termifes Family: Termopsidae) are specifically excluded from the terms of this warranty contract.

## PRIVACY STATEMENT

At all times, FMC Australasia will maintain your personal information in accordance with its then current Privacy Policy accessible at www.fmcaustralasia.com.au.

## MAKING A CLAIM:

MAKING A CLAIM:
You should first contact your FMC Accredited Company to inspect your
Protected Structure(s), they will arrange any remedial action required
minimising the damage occurring. FMC Australasia will cover the cost of this
nitial inspection unless your warranty claim is found to be invalid, in which case
FMC Australasia will seek relimbursement of the inspection costs. The FMC
Accredited Company that administers the warranty for the affected structure(s)
will make the claim to FMC on the Property Owner's behalf.

## TRANSFERRING A WARRANTY:

A warranty must be transferred to an FMC Accredited Company. An application for transfer can be started online at www.fmcaustralesia.com.au. The warranty certificate number will need to be provided with the transfer request. The application will be processed by the nearest FMC Business Development Menager.

FMC Australasia Pty Ltd Specialty Solutions Level 2, Building B, 12 Julius Avenue North Ryde, NSW 2113 Australia Address:

Telephone: +612 9887 0900

www.fmcaustralasia.com.eu



Job No: 1927

# WORKING DRAWINGS FOR NEW PRIMARY & ATTACHED SECONDARY DWELLING

AT

WANGIE STREET COOMA, NSW 2630 **LOT 25 DP 209292** 

SITE PLAN-ANALYSIS

FLOOR PLAN

**ELEVATIONS** 

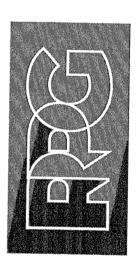
**ELEVATIONS** DA02 DA03 DA04 DA05 DA06 DA06

SECTION-BASIX REQUIREMENTS

**ELECTRICAL LAYOUT CONCRETE LAYOUT** 

PLUMBING LAYOUT DA08

SERVICELAYOUT CONCEPT PLAN



Property Group Residential GIIALd

Trim Fill to Suit stepped edge Beam as per Engineers detail, LOT 25 D.P.209292 VACANT NSL 48,50 Cut 330 2710 47.5 ΠŠ BDY-30.11 □≸ BDV-18.29 NA LOT 26 Cuirmiling Apple NSL 48.50 Cut 330 VSL 47.30 F8 870 BDY-18.28 D.P.209292 FFL RL 48.47 FGL RL 48.17 550.1m² BY DP SURFACE PIT 0 WANGIE NSL 48.80 Cut 630 NSL 47.60 Fill 570 2790 BDY-30.21 2790 NSL 49.10 \_ Cut 830 \$8.5 LOT 27 D.P.209292 Trim Fill to Suit stepped edge Beam as per Engineers detail. VACANT

External Concrete Finish -- Retaining Wall Clothes Line --Fence ----Gate

LOT 3 D.P.1181847

BENCH LINE Natural Surface Level F NSL:

LANDSCAPING IS INDICATIVE ONLY.
Locations and Dimensions of all
Landscaping, Fencing and Concreted
Areas to be determined on site by the
builder.

Driveway Gradients in Accordance with Australian Standards

All Service Excavation Outside Zone of Influence as per Engineers Details.

Neighboring Setbacks are only approximate at the time of drafting

Wind Classification is N2 in Accordance with in AS 4055

TIE FILTER FABRIC TO WIRE AND SECURELY TO PREVENT WIND AC

DIRECTION OF FLOW DISTURBED

NTS

# SITE PLAN

58.6	Residential Property Group
550m2 177m2	32%
AREAS SITE AREA DWELLING	FSR

LOT 25 DP 209292 WANGIE STREET COOMA, NSW 2630 RPG PTY LTD

SITE PLAN

DRAWING:

CLIENT:

DWG NO.: 042054-DA01

JOB NO.: 1921

DRAWN: MIK

THE DUO 42

PROJECT:

1:200

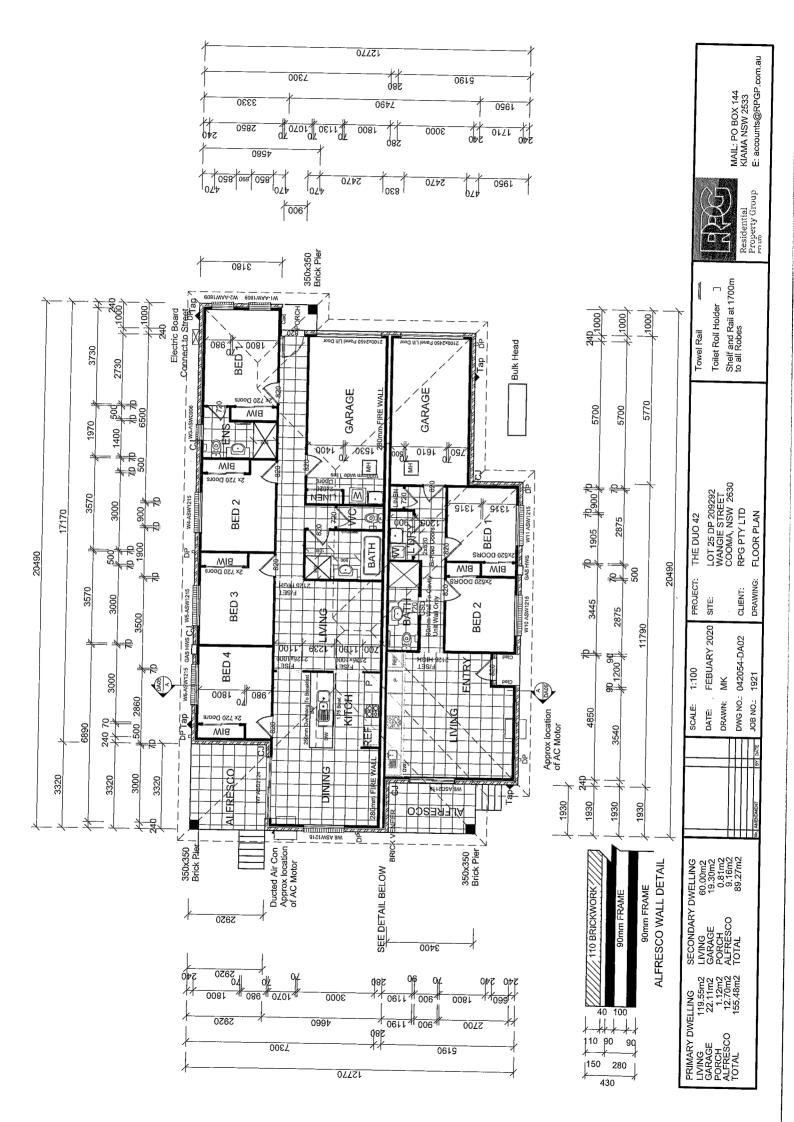
SCALE: DATE

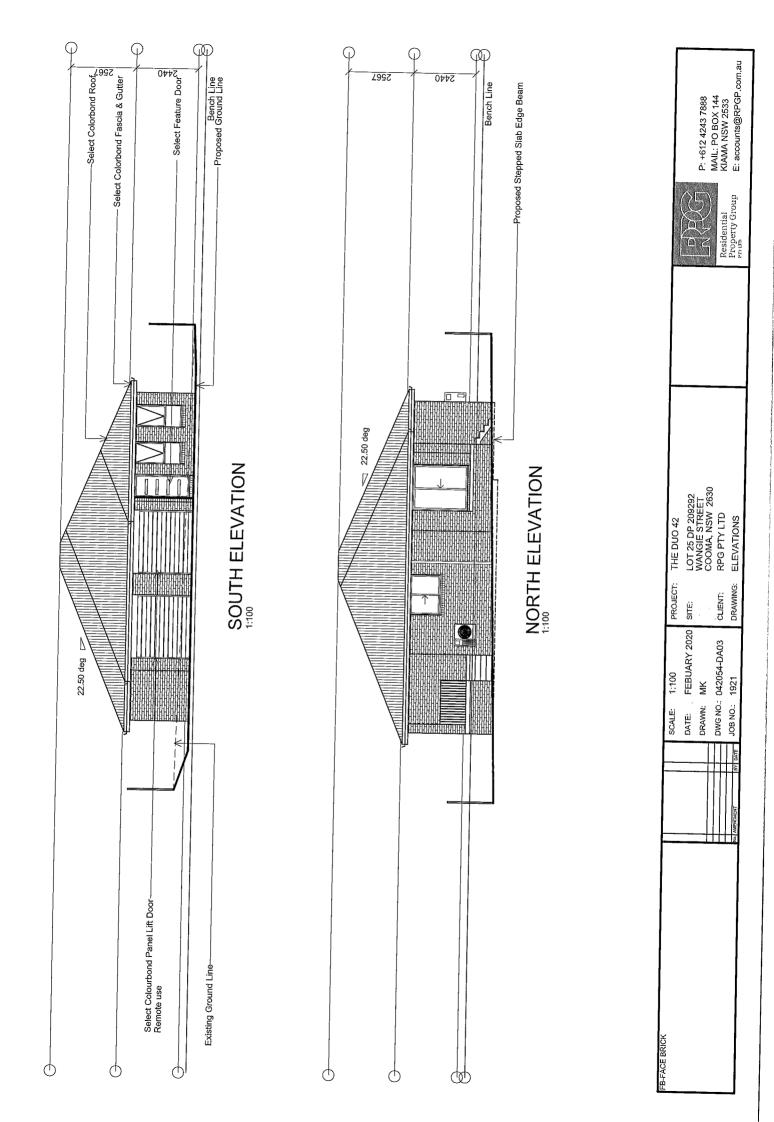
SITE

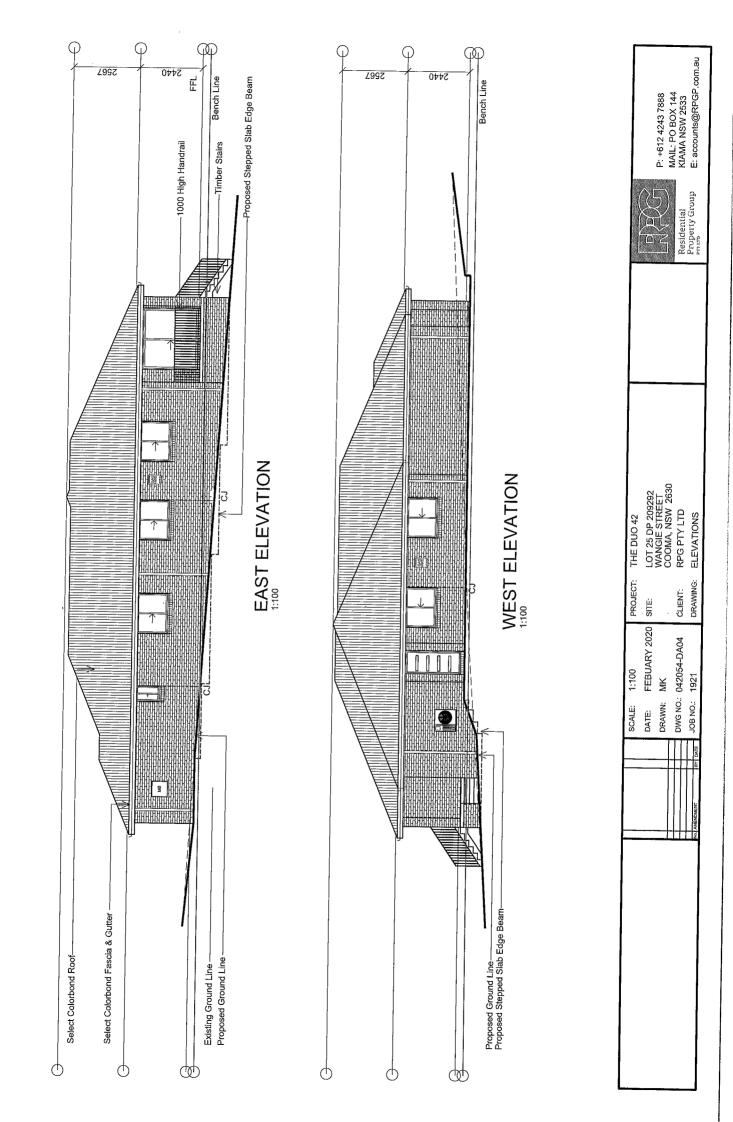
FEBUARY 2020

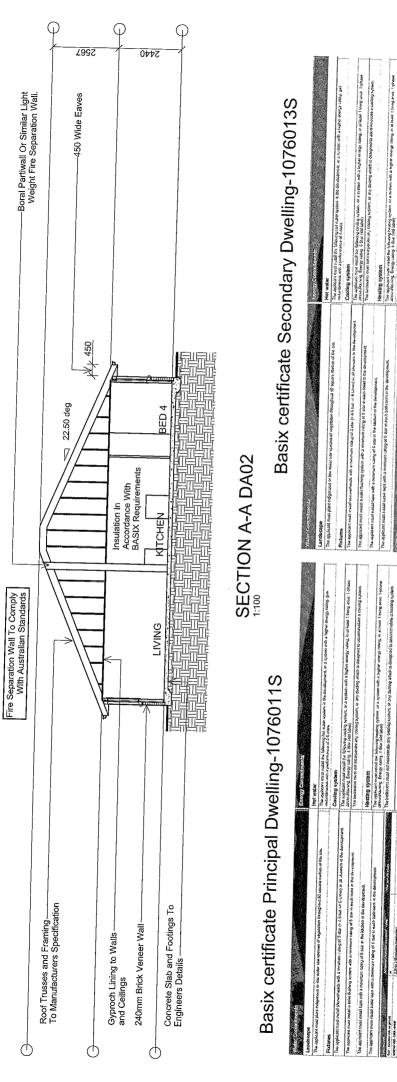
E: accounts@RPGP.com.au

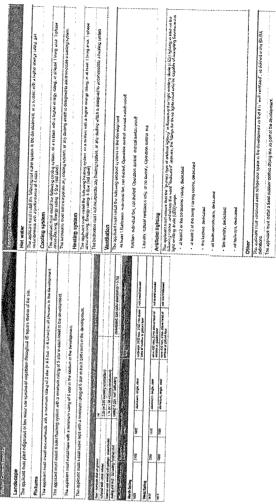
MAIL: PO BOX 144 KIAMA NSW 2533 P: +612 4243 7888











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		P: +612 4243 7888	Residential MAIL: PO BOX 144	Producting Coup E: accounts@RPGP.com.au
PROJECT: THE DUO 42		WANGIE STREET	CLIENT: RPG PTY LTD	DRAWING: SECTION-BASIX
SCALE: 1:100 PP	DATE: FEBUARY 2020 SITE:	DRAWN: MK	DWG NO.: 042054-DA05 CI	lol AMBIDIMENT BY DATE JOB NO.: 1921 DF
			<del>}      </del>	12.

au

# ELECTRICAL LEGEND

DISHWASHER POWER POINT

MICROWAVE POWER POINT

A FRIDGE POWER POINT STOVE POWER POINT **■** DOUBLE POWER POINT

SINGLE POWER POINT

EDOUBLE WEATHERPROOF PP ⊕ CEILING OYSTER LIGHT

O FLUORO OYSTER LIGHT

⊗ CEILING MOUNTED WEATHER PROOF LIGHT

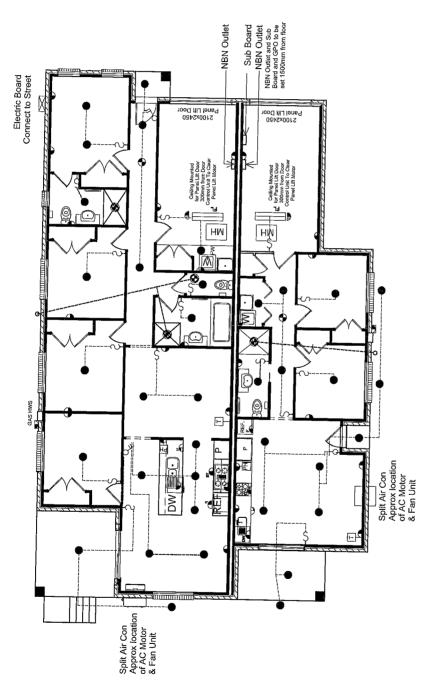
■ LED DOWN LIGHT

FAN LIGHT

DOUBLE 900mm FLUORO LIGHT

SMOKE ALARM

EXHAUST FAN Ducted to Facade o<sup>™</sup> DOUBLE SWITCH ow TRIPLE SWITCH 图—TELEPHONE T- TV OUTLET \$ SWITCH





ELECTRICAL LAYOUT DRAWING: CLIENT: DWG NO.: 042054-DA06 JOB NO.: 1921 DRAWN: MK

LOT 25 DP 209292 WANGIE STREET COOMA, NSW 2630 RPG PTY LTD

THE DUO 42

PROJECT:

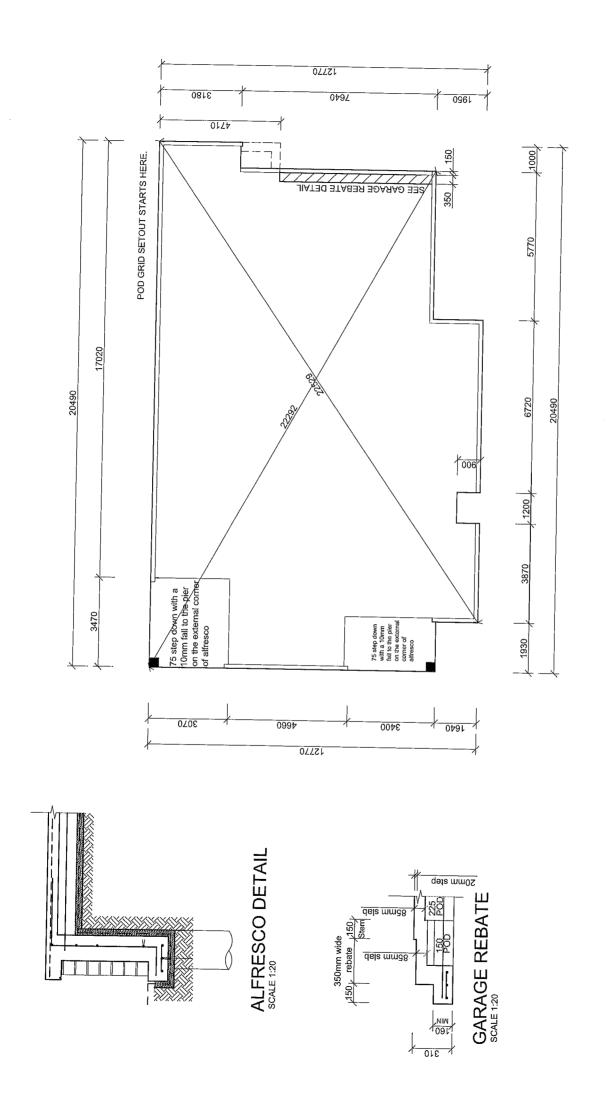
1:100

SCALE DATE:

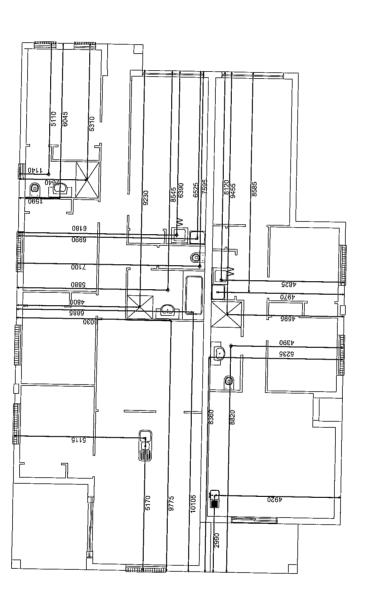
Smoke Alarms To Be Installed In Accordance With BSA Part 3.7.2.3 and AS 1670.6 1997.

SITE

FEBUARY 2020







P: +612 4243 7888 MAIL: PO BOX 144 KIAMA NSW 2533 E: accounts@RPGP.com.au



Residential Property Group

LOT 25 DP 209292 WANGIE STREET COOMA, NSW 2630 RPG PTY LTD PLUMBING LAYOUT SITE

THE DUO 42

PROJECT:

1:100

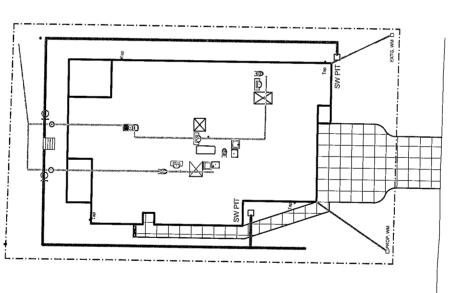
SCALE: DATE:

FEBUARY 2020

CLIENT: DRAWING: DWG NO.: 042054-DA08 JOB NO.: 1921 DRAWN: MK

Stormwater Line
@ 1% min
Sewer Line
Water Line

Sewer Connection Point Proposed Location SW Connection Point Approx. Location Only



This is only a guide and the final out come is to the discretion of the assigned plumber

# WANGIE STREET

This Plan Shall Be fead in Conjunction With The Sile Plan, Other Architectural Drawings and The This Plan Shall Be fead in Specifications, Clinick Dimensions Pract A Jay Words Being Undertaisen. THIS PLAN IS ONLY A CONCEPT PLAN AND ONSITE CONDITIONS MAY REQUIRE ALTERATIONS TO THIS CONCEPT.		

PROJECT: THE DUO 42	LOT 25 DP 209292	WANGIE STREET COOMA NSW 2630	RPG PTY LTD	DRAWING: SERVICE LAYOUT CONCEPT PLAN	
PROJECT	SITE:		CLIENT:	DRAWING:	
SCALE: 1:200	DATE: FEBUARY 2020	DRAWN: MK	DWG NO.: 042054-DA09	JOB NO.: 1921	
	_			BY DATE	
				No. AMENDMENT	
Plan, Other Architectural Drawings and The Islans Prior to Any Works Being Undertaken.	IE CONDITIONS MAT KECOME ALLEKATIONS				

P: +612 4243 7888 MAIL: PO BOX 144 KIAMA NSW 2533 E: accounts@RPGP.com.au

Residential Property Group



## Wet Area Waterproofing Compliance Certificate

Builder/Owner:

Residential Property Group P/L

Job Address:

Lot 25 Wangie St, Cooma NSW

Project:

Water Proofing to All Wet Areas

(Including Balconies Where Applicable)

**Certificate Date:** 

11/08/2020

Pursuant to the provisions of the Environmental Planning & Assessment Regulation 2000 I, Shane Serret of Shane's Waterproofing Pty Ltd hereby certify that the waterproofing has been checked and comply with:

- a) The approved plans released for construction
- b) The relevant Australian Standards listed in the BCA AS3740-2010 Part 3.8.1 to all wet areas.
- c) And has been installed in accordance with the detailed manufactures instructions.
- d) Councils Wet Area policy/codes including hobbed, frameless or unenclosed showers.
- e) Name of Product: Polyurethane or Fiberglass & Flowcoat
- f) And AS4654 Part 1 & 2 -2012 (waterproofing for all external balconies)
- g) Including the installation of water stops to all Wet areas throughout

Name of Certifier:

Shane Serret

Qualifications/experience://
Contact No. 8022 \$528

Licensed Waterproofer Lic. No. 133617C Email <u>info@shaneswaterproofing.com.au</u>

Signature

Date: 11/09/2020

## Terms and Conditions:

- 1. This certificate is invalid if contract payment is not finalised.
- 2. To the extent permissible by law the certificate is limited to the repair or replacement of the defective membrane and not for any consequential losses and loss of profits.

## CERTIFICATE OF TESTING AND COMPLIANCE for SMOKE ALARMS

## Issued in accordance with s.227 of the Electrical Safety Regulation 2013

P	R	OP	ER	TY	DE	ΓΑΙ	LS:

Installation address:	
	Lot 25 Wangie Street Cooma, NSW 2630
	5

## **INSTALLER DETAILS:**

Installer name:			
	Michael Allen		
Company name:			
	Mick Allen Electrical		
Licence No:		***************************************	
	263404C		
Address:			
	122 Scenic Drive, Adaminaby NS	N 2629	
Email:		Phone:	
	michaelallen@hotmail.com.au		0412 647 866

## **ELECTRICAL DETAILS: (tick applicable installation)**

- ☐ The supply and installation of standalone interconnected hard-wired **photoelectric** smoke alarms manufactured to AS3786:2014
- ☐ The supply and installation of standalone interconnected hard-wired **ionisation** smoke alarms manufactured to AS3786

For electrical installations, this certifies that the electrical installation, to the extent it is affected by the electrical work, has been tested to ensure that it is electrically safe and is in accordance with the requirements of the wiring rules and any other standard applying under the *Electrical Safety Regulation 2013* to the electrical installation.

	1. 1 11 12 1 1	***************************************		T	
	Installation date:				1
			Signature of installer:	17.1.1 1 1 11	1
- 1		10/10/000	_	Michael Allow	1
		18/12/2020		muchae Necen	ĺ
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	Certifica	ate of	Com	pliance - E	Elect	rical Wo	ork	
Tit		ven Name				Certificate Numb		700
Surnan	ne	Building or Property Name					/96 ========	
Lot N	o. 25 Level No	о.	Unit No.	Street No.	1	Street Name	wangio	
Street Typ	ST	Subu	ırb/Town	cooma	State		Wangle Postcode	
Cross S	St.			Business N		[NOV	Fosicode	2630
Telephone Contac	ct	NMI [	400132259				Meter No.	
INSTALLATION WORK	DETAILS Indicat	e the type	of Installa	tion and types of wo	=====		] Woter 140.	
	✓ Residential		ustrial	☐ Commercia		□ Rural		
Special Conditions	☐ Over 100 Amps	□ Hig	ıh Voltage	□ Hazardous		□ Solar	□ Other □ Unme	
CERTIFICATE MUST B							Supply	/
CERTIFICATE MUST B Work of the following typ	E ISSUED TO TH De must Al SO he	E CUSTO	MER FOR	R ALL ELECTRICAL	WORK			
✓ New Installation	THE THE PERSON DO	notified to						
☐ Additions	or alterations to a	switchboa		Network connection ciated equipment	or mete	ring		
DETAILS OF EQUIPME				equipment				
Describe the equipment		increase	of the worl	k affootod by this N.				
EQUIPMENT	RATING	NO.		PARTICULARS	tice.			
✓ Switchboards	50a	2		neter board and		oard		
☐ Circuits				Board and	J SUD L	oaru		
✓ Lighting	10A	2		lighting cct				
✓ Socket-Outlets	16A	2		2 x power ccts				
✓ Appliances	32a	2		tove				
Estimated increase in loa	nd A/ph	)	V	Increased load is wit	hin cana	city of installatio	m/oomilee	
✓ Increased load is within capacity of installation/service mains ✓ Work is connected to supply ✓ Work is not connected to supply pending inspection by DNSP								
The work has been carried	d out by					naing inspection	by DNSP	
The Work has been carried	a out by	ALLEN	EL GREGO ELECTR	ORY ALLEN (MICK	Li	cence No.	263404C	
TEST REPORT								
✓ Earthing system integrity ✓ Residual current devide operation								
✓ Insulation resistance □ Stand-alone power system complies with AS 4509								
Polarity Fault loop impedance(if necessary)								
Correct circuit connec	ctions	V		al check that installat	•	•	ction to supply	
confirm that I have carried with AS/NZS 3000 and is s			sually ched	cked that the installa	tion work	described in th	is Certificate co	mplies
MICHAEL GREG ALLEN ELECTR	GORY ALLEN (MIC	CK Lice	ence No.	263404C	Date	of Testing	18/12/20	20
ERTIFICATION								
the Electrical Contractor completed in accordance w	give notice to the ith the Electricity	Customer (consume	and Esser	ntial Energy, that the	work de	scribed in this C	Certificate has b	een
	ORY ALLEN (MIC		ence No.	263404C		Nork Completed		



(02) 4243 7888 accounts@RPGP.com.au PO Box 144 Kiama NSW 2533 ABN: 43 166 832 435

Builders Licence No. 303308C

www.RPGP.com.au

## **Handover - Receipt of Documentation**

## Information Received By You:

General Care & Maintenance Booklet

Certificates: Electrical, Occupation, Plumbing & Gas, Smoke Alarm, Termite & Water Proofing

## PC Item Details:

Air Conditioner	Daikin	FTXF50- 5.0Kw	https://www.daikin.com.au/my-
Cooktop	Venini	VCK60	daikin https://www.venini.com.au https://www.venini.com.au https://www.steel-line.com.au/ www.thermann.com.au https://www.venini.com.au https://www.baumatic.com.au
Dishwasher	Venini	VDW14S	
Garage Door	Steel-Line	SD800	
Hot Water Service	Thermann	26L	
Oven	Venini	VO5S	
Rangehood	Baumatic	GEH6017	

## Information Acknowledged By You:

Termite Protection & Maintenance Acknowledgement

- i. We understand that it is our responsibility to comply with the termite warranty conditions as outlined by the manufacturer.
- ii. Where regular inspections are to be carried out, we understand it is our obligation to organise this with an authorised inspector.
- iii. If any future works are to be carried out on the home, it is our responsibility to ensure the termite barriers are reinstated.
- iv. Around the exterior of our home we will ensure any weepholes and sub floor vents remain clear and wood is not stored too close to the home.

## Smoke Alarm Maintenance Acknowledgement

We understand the maintaining of our smoke alarms is our responsibility and should be done in accordance with the manufacturer's advice.

## Acknowledgement

As the owner/s, we acknowledge that we have received the documentation as stated above and understand our role in maintaining termite and smoke alarm compliance.

Client Signature/s		Date	
Job Number Client Name/s Site Address	1927 Graeme Laurence Clarke and Triana Arista Rimuati Lot 25, 36 Wangie Street, Cooma NSW 2630		

## **Jacquie Tolomeo**

From:

icare HBCF <enquiries.hbcf@icare.nsw.gov.au>

Sent:

Wednesday, 9 December 2020 4:42 PM

To:

Graeme Clarke

Subject:

Home Building Compensation Fund Cover - Project Completion - HBCF20022789

Dear Graeme Laurence Clarke and Triana Arista Rimuati

Policy Number: HBCF20022789

Building Work: New Duplex, Dual Occupancy, Triplex &/or Terrace (Attached) Construction

Site Address of Building Work: 36A Wangie Street Cooma

Final Contract Price: \$137,768.00

Builder: Residential Property Group Pty Ltd

Licence Number: 303308C

Date of defect warranty commencement: 9/December/2020

Your builder has told us that your building work is now complete. If you disagree with that, please contact your builder direct (because we need the builder to come back to us before we can change anything).

The insurance above is underwritten by the NSW Self Insurance Corporation, to which Insurance and Care NSW provides services under NSW legislation(together they are icare HBCF)

The builder has notified us that the building work covered by the policy is ready for your final occupancy or possession and that the project has reached practical completion, which means that:

- 1. The work is complete except for any omissions or defects that do not prevent the work from being reasonably capable of being used for its intended purpose; and
- 2. A final invoice for monies due under the building contract has been issued to you.

If you do not have a significant issue with what the builder has told us there is no need for you to take any action.

However, if you do not agree (or if you have any other concerns) please contact your builder. You may also contact us by email at enquiries.hbcf@icare.nsw.gov.au or on 02 9216 3224.but will need to contact your builder to address any issues with the completion date or building work

Information for homeowners as well as the policy wording detailing the cover provided and the applicable terms and conditions is available on the icare HBCF website at:

https://www.icare.nsw.gov.au/builders-and-homeowners/homeowners/claims/

Please take some time to carefully read the policy to ensure that you do not accidentally lose your rights to claim. There are a number of requirements about preserving your right to claim (such as notifying your claim within the period of insurance and "diligently pursuing" any building disputes with your builder including the use of tribunals/court proceedings etc. as necessary). There are also important cover limits, for example a maximum of \$340,000 per dwelling and a sub-limit of 20% of the contract price (as varied) for losses resulting from noncompletion of the work.

The periods of insurance cover for loss or damage arising from a 'major defect' (six years) and other defects (two years) have now commenced.

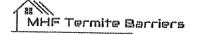
If you are in dispute with your builder, the NSW Fair Trading website at www.fairtrading.nsw.gov.au provides options for you to consider. icare HBCF is generally unable to intervene in any disputes.

General Manager, General Lines Underwriting icare HBCF

## HomeGuard Installation Certificate of Compliance in accordance with AS 3660.1-2014 – New Building Work



Name of Cor	mpany: MHF Terr	nite Barriers	ABN 40610833031	***************************************		
			PMT Licence Number: 507063	MT Licence Number: 5070635		
HomeGuard	Accreditation Num	nber:				
Your Certific	ate Number: HG07	2020964J	Phone Number: 1300 276 555			
Building D	etails					
Installation (	Date: 22 July 2020					
Installation A	Address: Lot 25, 36	Wangie Street - I	Dwelling 2			
Suburb: Coo	ma		State: NSW Postcode, 263	0		
Builder: (If Ap	plicable).Residen	tial Property Gro	oup			
Installation	т Туре					
Full Und	er Slab 📉 🤇	Collars	Perimeter Construc	ction Joint		
nl v n						
Product De	talis					
HomeGuard T	MB Installed	, m2	HomeGuard PB Installed	37 l/m		
HomeGuard E	PC Installed	. I/m	HomeGuard GT Installed	. kg		
Protector Coa	t	. I/m	Termiflex	. I/m		
Protector Cote	е	. m2		L		
HomeGuard F	lexiCollars Installed	100mm [-	7 atv Wraps			
			/ qty   Wraps  .	qty		
Protector Coal	t Pipes		qty			
	•	L				
	Installed protection	on to the wines with	0			
Comments	motalled protection	on to the pipes, pier	rs & perimeter of the residential building	on site.		
	Note:					
	Limitations that ap	ply to the above ins	stallation are: n/a			
Note: HomeGua	rd is not designed, or	approved to be insta	lled as a remedial treatment			
Client Provided	l with Warranty Det	ails <b>X</b>	Warranty Details Explained to Client $old X$			
		0 1				
Authorised Si	gnature:	L. Colle	Date: 093.10.	20 20		
For more inforr	nation call MHF Ter	mite Barriers on 1	300 275 666			



## HomeGuard Installation Certificate of Compliance



Installer Name:	MHF Termile Barriels HomeGuard Accreditation Number:
Installation Add	press: Lot 25,36 Wangie Street-Dwelling 2
Bullder:	Suburb: Suburb: State: NSW Post Code 2630
Installation Date	e 22nd July 2020
O Pipes	
///// Perimeter	
□ Piers	
xxxx Construction Joint	
**** Retaining	
Wall/ Step Down	Dwelling 2 00 Dwelling
3(4) 501111	Ovelling 2 1 00 Duelling 1

NOTE: This form must be submitted if a partial HomeGuard treatment has been applied and be clear and legible to be accepted by FMC

This document is to certify that the HomeGuard system was installed by a HomeGuard Accredited Installer and has been completed in accordance with the manufacturers specifications. HomeGuard complies with AS 3660.1-2014 the primary referenced standard of the Building Code of Australia. HomeGuard is only part of a termite management system for a new property, extension or renovation, the slab must be constructed in accordance with the standard: Residential Slabs and Footings Construction. AS 2870-2011. Any construction Joint between existing slab and building works must be protected as part of the warranty.

Authorised Signature: Of Boll Date: 93.10.2020.

For more information call MHF Termite Barriers on 1300 275 666



# FMC MILLION DOLLAR TERMITE MANAGEMENT SYSTEM WARRANTY

Name Of Property Owner / Warranty Holder:

Warranty ID: HG072020964J

Type Of Warranty:

Home@uard

Pest Control Company Details: MHF Termite Barriers

Pest Control Company Address: 10 Grafton St Goulburn

Suburb: NSW State: NSW

Postcode: 2580

Pest Control Company Phone: 1300 275 666

Pest Control Company ABN: 40610833031

Pest Control Company Email: mhftermitebarriers@gmall.com

Installation Details: Penetrations; Perimeter

Notable Limitations: Piers protected.

Lot Address: Lot 25, 36 Wangle Street - Dwelling 2

Suburb: Cooma

State: NSW

Postcode: 2630

Property Address:

Suburb:

State:

Postcode:

Treatment Date: 22 Jul 2020
Period Of Warranty: 50 Years

Next Inspection / Treatment Date: 22 Jul 2021

Application Type: Residential



The Pest Control Company Confirms That All Work Carried Out Is In Accordance With AS 3660 And / Or AS 4349.3 (Timber Pest Inspection).

Annual Inspections Must Be Completed By An FMC Accredited Pest Control Company For The Warranty To Remain Valid For The Warranty Period.

Limit Of Warranty Amount: \$1,000,000 AUD In The Aggregate

## What Is Covered\*:

Subject To The Conditions Overleaf, The Protected Structure/s Of The Site As Detailed Above Are Covered Against Any Direct Physical Damage To Structural And Or Decorative Timbers Caused By Subterranean Termites That Occurs Subsequent To The Warranty Commencement Date Above But Prior To The Warranty Expiry Date. This Warranty Does Not Include Chattels Of Any Nature (Including Without Limitation Carpets, Floor Coverings, Antiques, Heirlooms, Artwork Or Painting Furnishings And Fittings); Further, Any Pergolas, Timber Decking, Wiring, Outhouses - (unless FMC Termite Barrier Products Are Applied As Per Detailed Plan), Fences, Gates And Garden Structures Are Specifically EXCLUDED From This Warranty.

\*Subject To Annual Inspections By An FMC Accredited Operator (who Has A Timber Pest License) And Subject To FMC's Consent To Assignment Of The Warranty Under The Assignment Provision Overleaf.

## FMC MILLION DOLLAR WARRANTY CERTIFICATE



FMC \$1M Warranty Terms and Conditions for the Property Owner

LIMIT OF WARRANTY AMOUNT: \$1,000,000 AUD in the aggregate

## TERM OF FMC WARRANTY:

TERM OF FMC WARRANTY:

The term of the FMC Warranty is as stated on the FMC Warranty Certificate provided by the Pest Control Company. The warranty period for HomeGuard is fifty (50) years or the design life of the building, whichever is shorter. The warranty period for Eflex is two to ten (2-10) years depending on geographic location, soil type, climate, product and rate used.

The warranty only remains valid if annual termite inspections, at the property owner's cost, done by an FMC Accredited Company (who has a timber pest license) are entered on the FMC Warranty Operating System.

## WHAT IS COVERED.

WHAT IS COVERED:

Subject to the details listed on the front of the warranty certificate, the protected structure/s of the site as detailed are covered against any direct physical damage to structurel and or decorative timbers caused by subterranean termites that occurs subsequent to the warranty commencement date but prior to the next annual inspection date.

This warranty does not include chattels of any nature (including without limitation carpets, (loor coverings, antiques, heldrooms, artivork or painting furnishings and fittings); further, any pergoles, timber decking, wiring, outhouses - (unless FMC Termite Barrier products are applied as per detailed plan), fences, gotes and garden structures are specifically EXCLUDED from this warranty.

## GENERAL CONDITIONS APPLYING TO THE FMC \$1M WARRANTY

WARRANTY
Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. This warranty is an additional warranty offered by FMC Australasta Pty Ltd and Is not intended to exclude or limit your rights and remedies under the Australian Consumer Law or other laws. The expiry of this warranty does not affect those rights.

## WARRANTY ACTIVATION:

WARRANTY ACTIVATION:
In the event of a subterranean termite infestation of the Protected Structure as a result of the failure of the installed FMC Termite Management System which failure is directly caused by the failure of the FMC Termite Management System and results in demage by termites being caused to structural and/or decorative limbers of the Protected Structure during the Warranty Period then, subject to these general conditions of Warranty, FMC Australasia Pty Ltd (FMC Australasia) vill, up to a maximum amount of A\$1,000,000 per Site:

a. Procure the elimination of the active subterranean termites within the Protected Structure(s) as listed on the front of the warranty certificate,

b. Cause the repair of the FMC Termite Management System where practical or otherwise treat for termite control; and / or

c. Repair or replace all structural and decorative timbers demaged by subterranean termites.

## WARRANTY EXCLUSIONS:

- WARRANTY EXCLUSIONS:
  This warranty shall be void and have no effect if any of the following circumstances occur at any time:

  The Property Owners fail to carry out any of the owners responsibilities specified in this Warranty.

  The Property Owners fail to provide true and correct information to FMC Australasta and/or an FMC Accredited Pest Control Company or participate in misleading, deceptive or fraudulient conduct in connection with this Warranty.

  Termites enter the FMC Termite Management System protected Building through any manner other than by a performance failure of the FMC Termite Management product(s).

  The Property Owner falls to provide full internal and external access to all areas of the Protected Structure(s) during the annual inspections.

  The FMC Termite Management System is installed or applied by company that is not an FMC Accredited Company at the time of installation/application.

  If no active termites are found in the Protected Structure(s) at the time of inspection of reported damage by an FMC Accredited Company.

## WARRANTY LIMITATIONS:

- WARKANTT LIMITATIONS:
  This FMC Warranty does NOT cover:
  Any incidental damage not directly related to the effects of the Subterranean Termite activity (e.g., wood rot)
  Damage from pests other than the Subterranean Termite including without limitation Drywood or Dampwood Termites (Familias: Kelotermitidae and
- Termopsidae)
  Damage to chattels of any nature (including without limitation carpets, floor coverings, antiques, heiriooms, artwork or painting furnishings and fittings,), any pergolas and timber decking, electrical wiring, outhouses (unless the FMC Termile Management system is applied as per a detailed plan), fences, gates
- and garden structures,
  Damage caused by any persons other than those authorised by FMC
  Australasia to investigate the presence of Subterranean Termites in the
  Protected Structure
  Repair of any item that does not comply with the Building Code of Australia,
  Any damage the Property Owner or persons other than those authorised by
  FMC Australasia may cause in investigating for the presence of Subterranean
  Termites.
- Any remedial treatments or repairs not authorised by FMC Australasia

## RESPONSIBILITIES OF PROPERTY OWNER/S

- RESPONSIBILITIES OF PROPERTY OWNER/S

  During the warranty period the Property Owners must, at their own expense, arrange for thorough and regular inspacioln(s) of the property for the presence of termities at intervals recommended by their FMC Accredited Company, but not exceeding 12 months.

  Must not make any altorations, renovations or additions to the Protected Structure(s) or disturb any garden bods, solls or lawns next to the Protected Structure(s) until you notify your FMC Accredited Company who will advise on any works as to their impact (if any) on your Tormite Management System.

  You must immediately notify your FMC Accredited Company in writing if you believe you have disturbed your FMC Termite Barrier
  You must immediately notify your FMC Accredited Company should you find active termites anywhere on the property -- do not disturb any found termite activity or use any insecticides on the Identified activity.

## WARRANTY CLAIM DISPUTES:

WARKANTY CLAIM DISPULES: in the event of any confroversy or claim arising out of, or relating to this agreement it will be satited exclusively by arbifration, in the accordance with the rules of the Institute of Arbitrators Australia, Any Judgment from such arbitration shall be binding upon both parties.

## DISCLAIMER AND RELEASE

JISCLAIMER AND RELEASE

The limited warranties provided herein are the exclusive warranties given by FMC Australesia and supersede any prior, contrary or additional representations, whether oral or written.

TO THE EXTENT PERMITTED BY LAW ANY IMPLIED CONDITIONS OR WARRANTIES, THAT APPLY TO THE FMC TERMITE MANAGEMENT SYSTEM OR ANY PART OF IT ARE LIMITED IN DURATION TO THE WARRANTY PERIOD GIVEN IN THIS WARRANTY AND FMC AUSTRALASIA DISCLAIMS AND EXCLUDES THOSE WARRANTIES AFTER THE WARRANTY PERIOD.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation might not apply. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

2. Some states do not arrow the transport of the provention of the provided initiation might not apply. This warranty consequential damages, so the above limitation might not apply. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

1. TO THE EXTENT PERMITTED BY LAW, FMC AUSTRALASIA DISCLAIMS AND EXCLUDES ALL OTHER OBLIGATIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPICT TO ANY NON-CONFORMANCE OR DEFECT IN THE FMC TERMITE BARRIER OR NOT ANY OTHER PRODUCT SUPPLIED BY FMC AUSTRALASIA, INCLUDING BUT NOT LIMITED TO: (A) ANY OBLIGATION, LUBILITY RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF FMC AUSTRALASIA OR ITS SUPPLIERS (WHETHER ACTIVE, PASSIVE) OR IMPUTED); AND (B) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY FOR LOSS OF OR DAMAGE TO ANY EQUIPMENT. This disclaimer and release shall apply even if the express warranty sat forth above fells of its essential purpose.

10 THE EXTENT PERMITTED BY LAW, FMC AUSTRALASIA AND OR ITS SUPPLIERS SHALL HAVE NO OBLIGATION OR LIABILITY, WHETHER ACTIVE, PASSIVE, OR IMPUTED NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR DAMAGE TO THE FMC TERMITE MANAGEMENT SYSTEM, PROPERTY DAMAGE, LOSS OF USE, REVENUE OR PROFIT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, ADDITIONAL COST INCURRED BY THE WARRANTY HOLDER (BY WAY OF CORRECTION OR OTHERWISE) OR ANY OTHER INCIDENTAL, SPECIAL, INDRECT OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM THE USE, MISUSE OR FAILURE OF THE FMC TERMITE MANAGEMENT SYSTEM EXCEPT AS EXPRESSLY CONTAINED IN THIS SESSIBLE OF THE FMC TERMITE MANAGEMENT SYSTEM EXCEPT AS EXPRESSLY CONTAINED IN THIS SESSIBLE OF PAILURE OF THE FMC TERMITE MANAGEMENT SYSTEM EXCEPT AS EXPRESSLY CONTAINED IN THIS WARRANTY. This excission applies even if the above warranty falls of its essential purpose and regardless of whether such damages are sought for under any other legal theory.

ASSIGNMENT
The Warranty Holder may assign the Warranty Holder's rights under this Warranty to another person provided that and only if: the Warranty Holder sells all of its interest in the Site to such assignee; the Warranty Holder gives written notice of the proposed sale of the Site and assignment of Warranty to the FMC Accredited Pest Control company that administers the warranty; the assignee agrees with the Pest Control Company to be bound by all terms and conditions of this Warranty.

## DEFINITIONS:

DEFINITIONS:
Buildings: The residential or commercial building(s) (as the context requires) where an FMC Termite Management System has been installed and/or applied FMC Termite Management Systems: Any or all of FMC Australasia's range of pre- and post-construction termite solutions including but not limited to HomeGuard: A patented, bifenthrin (impregnated plastic sheeting used during pre-construction.

Eflox: The name of the warranty that supports Termite Management Systems that delivered through liquid chemical applications.
FMC Accredited Company: A Professional Pest Control Company that holds a valid pest control certificate, timber inspection certificate and attends annual installation/application seminars. Only FMC Accredited Companies can administer warranties and conduct annual termite inspections required to maintain a warranty.

maintain a warranty.

Property Owner: Means registered proprietor(s) of the site and/or Protected

Termites: Subterranean Termites (Drywood Family: Kalotermitidae and Dampwood Termites Femily: Termopsidae) are specifically excluded from the terms of this warranty contract.

## PRIVACY STATEMENT

A tall times, FMC Australasta will maintain your personal information in accordance with its then current Privacy Policy accessible at www.fmcaustrolasia.com.au,

## MAKING A CLAIM:

MAKING A CLAIM:

You should first contact your FMC Accredited Company to inspect your

Protected Structure(s), they will arrange any remedial action required

minimising the damage occurring. FMC Australasia will cover the cost of this

initial inspection unless your warranty claim is found to be invalid, in which case

FMC Australasia will seek reimbursement of the inspection costs. The FMC

Accredited Company that administers the warranty for the affected structure(s)

will make the claim to FMC on the Property Owner's behalf.

## TRANSFERRING A WARRANTY:

A warranty must be transferred to an FMC Accredited Company. An application for transfer can be started online at www.fmcaustralasis.com.au. The warranty certificate number will need to be provided with the transfer request. The application will be processed by the nearest FMC Business Development Manager.

FMC Australasia Pty Ltd Specialty Solutions Level 2, Buliding B, 12 Julius Avenue North Ryde, NSW 2113 Australia

Telephone: +612 9887 0900

Web: www.fmcaustralasja.com.au





Regulator's Copy

Serial No A 000001

## CERTIFICATE OF COMPLIANCE

## for Plumbing and Drainage Work

Please supply requested information correct and neatly

	PROPERTY & OWNER DETAILS	
House No Street	Suburb	Postcode
36 Wangie	Cooma	2630
Lot No DP No PDP or	SP Nearest Cross Street	Municipality/Shire
25   209292   Owner's Name		SMRC
Residential Property Group	Full Address	
	PO Box 144 Kiama NSW 2533	
Full Name	LICENSEE'S DETAILS	
James Quodling	Address for Notices PO Box 1500, Cooma NSW 2630	
Phone No.	turner and the second s	
7110110110.	Qualified Supervisor No.	Expiry Date
	Licence No.	
	116358 <b>%</b>	Expiry Date
		12 09 2022
Give full Description of Work carried out	WORK OF WATER SUPPLY	
☐ Install Water Supply		
Install Irrigation system		
☐ On-site Alternative Water Services		
☐ Install/Commission/Maintenance of The	ermostatic Mixing Valve	***************************************
☐ Connection to water supply		The state of the s
☐ Install, alter, disconnect or remove a ba	ackflow prevention device	
☐ Other		
***************************************		
PLUMBING WORK TO COMPLY WITH		and the second s
***************************************		TIVE SOLUTION () COMBINED
WORK OF SANITARY	PLUMBING/DRAINAGE AND SUPPL	Y DRAINAGE PLAN
Give full description of work carried out		The state of the s
Carry out work of sanitary plumbing/dra	inage	
Connection to Sewer		
- GOWGI DIGCOTTIOCUOTT		
☐ Carry out Trade Waste Drainage☐ Other	***************************************	
D Other		
DRAINAGE WORK TO COMPLY WITH	☐ AS/NZS3500 ☐ ALTERNAT	IVE SOLUTION D COMBINED
QEIA/ED	AGE/WATER SERVICE INSPECTION	
Date Fee Paid	Data of Community of the Property of the Prope	***************************************
Date Fee Paid	Date of Commencement of Work	Estimated Date of Completion
Date ree Paid	Date of Commencement of Work 25 06 2020	Estimated Date of Completion  16
Date Fee Paid Amount	Date of Commencement of Work	Estimated Date of Completion  16 12 2020  Contractors Signature
Amount	Date of Commencement of Work 25 06 2020  Reference No:	Estimated Date of Completion  16 12 2020  Contractors Signature
Amount  1. In respect of authorised work carried out by	Date of Commencement of Work 25 06 2020  Reference No:	Estimated Date of Completion  16 12 2020  Contractors Signature
Amount  1. In respect of authorised work carried out by i. The work corresponds to the specification	Date of Commencement of Work 25 06 2020  Reference No:  me at the above mentioned property I certing in the police of work	Estimated Date of Completion  16 12 2020  Contractors Signature  / / / / / / / / / / / / / / / / / / /
Amount  1. In respect of authorised work carried out by i. The work corresponds to the specification ii. The completed work has been tested as	Date of Commencement of Work  25 06 2020  Reference No:  me at the above mentioned property I certing in the notice of work.	Estimated Date of Completion  16 12 2020  Contractors Signature  fy that:
Amount  1. In respect of authorised work carried out by i. The work corresponds to the specification ii. The completed work has been tested as iii. Where required by Section 11 of the Plur pre-existing defective plumbing and/or dr	Date of Commencement of Work  25 06 2020  Reference No:  me at the above mentioned property I certins in the notice of work. required by the Regulator and has passed and Drainage Act 2011, I have given	Estimated Date of Completion  16 12 2020  Contractors Signature  fy that:  such test;
Amount  1. In respect of authorised work carried out by i. The work corresponds to the specification ii. The completed work has been tested as iii. Where required by Section 11 of the Plur pre-existing defective plumbing and/or dr	Date of Commencement of Work  25 06 2020  Reference No:  me at the above mentioned property I certins in the notice of work. required by the Regulator and has passed and Drainage Act 2011, I have given	Estimated Date of Completion  16 12 2020  Contractors Signature  fy that:  such test;
Amount  1. In respect of authorised work carried out by i. The work corresponds to the specification ii. The completed work has been tested as iii. Where required by Section 11 of the Plur pre-existing defective plumbing and/or dr	Date of Commencement of Work  25 06 2020  Reference No:  me at the above mentioned property I certins in the notice of work. required by the Regulator and has passed and Drainage Act 2011, I have given	Estimated Date of Completion  16 12 2020  Contractors Signature  fy that:  such test;
Amount  1. In respect of authorised work carried out by i. The work corresponds to the specification ii. The completed work has been tested as iii. Where required by Section 11 of the Plur pre-existing defective plumbing and/or dr iv. The work complies with the relevant Acts v. The work was completed on 16 / 12	Date of Commencement of Work  25 06 2020  Reference No:  me at the above mentioned property I certins in the notice of work. required by the Regulator and has passed an an appearance of the second o	Estimated Date of Completion  16  12  2020  Contractors Signature  fy that: such test; written notice of any identified  Yes   N/A
Amount  1. In respect of authorised work carried out by i. The work corresponds to the specification ii. The completed work has been tested as iii. Where required by Section 11 of the Plur pre-existing defective plumbing and/or dr iv. The work complies with the relevant Acts v. The work was completed on 16 / 12  2. If any defect is found in the work carried out	Date of Commencement of Work  25 06 2020  Reference No:  me at the above mentioned property I certins in the notice of work. required by the Regulator and has passed an	Estimated Date of Completion  16  12  2020  Contractors Signature  fy that:  such test; written notice of any identified  Yes   N/A
Amount  1. In respect of authorised work carried out by i. The work corresponds to the specification ii. The completed work has been tested as iii. Where required by Section 11 of the Plur pre-existing defective plumbing and/or dr iv. The work complies with the relevant Acts v. The work was completed on 16 / 12  2. If any defect is found in the work carried out from the date of the final inspection, and the the defect is due to faulty workmanship or defect.	Date of Commencement of Work  25 06 2020  Reference No:  me at the above mentioned property I certins in the notice of work. required by the Regulator and has passed ambing and Drainage Act 2011, I have given ainage work. s, Regulations, Codes and Standards; / 2020 Contractors Signature  by me within a period of two (2) years or with Regulator for Plumbing and Drainage certifications.	Estimated Date of Completion  16  12  2020  Contractors Signature  fy that:  such test; written notice of any identified  Yes   N/A
Amount  1. In respect of authorised work carried out by i. The work corresponds to the specification ii. The completed work has been tested as iii. Where required by Section 11 of the Plur pre-existing defective plumbing and/or dr iv. The work complies with the relevant Acts v. The work was completed on 16 / 12  2. If any defect is found in the work carried out	Date of Commencement of Work  25 06 2020  Reference No:  me at the above mentioned property I certins in the notice of work. required by the Regulator and has passed ambing and Drainage Act 2011, I have given ainage work. s, Regulations, Codes and Standards; / 2020 Contractors Signature  by me within a period of two (2) years or with Regulator for Plumbing and Drainage certifications.	Estimated Date of Completion  16  12  2020  Contractors Signature  fy that:  such test; written notice of any identified  Yes   N/A

Policy Number: HBCF20022789

Building Work: New Duplex, Dual Occupancy, Triplex &/or Terrace (Attached) Construction

Site Address of Building Work: 36A Wangie Street Cooma

Final Contract Price: \$137,768.00

Builder: Residential Property Group Pty Ltd

Licence Number: 303308C

Date of defect warranty commencement: 9/December/2020

Your builder has told us that your building work is now complete. If you disagree with that, please contact your builder direct (because we need the builder to come back to us before we can change anything).

The insurance above is underwritten by the NSW Self Insurance Corporation, to which Insurance and Care NSW provides services under NSW legislation(together they are icare HBCF)

The builder has notified us that the building work covered by the policy is ready for your final occupancy or possession and that the project has reached practical completion, which means that:

- 1. The work is complete except for any omissions or defects that do not prevent the work from being reasonably capable of being used for its intended purpose; and
- 2. A final invoice for monies due under the building contract has been issued to you.

If you do not have a significant issue with what the builder has told us there is no need for you to take any action.

However, if you do not agree (or if you have any other concerns) please contact your builder. You may also contact us by email at enquiries.hbcf@icare.nsw.gov.au or on 02 9216 3224.but will need to contact your builder to address any issues with the completion date or building work

Information for homeowners as well as the policy wording detailing the cover provided and the applicable terms and conditions is available on the icare HBCF website at:

https://www.icare.nsw.gov.au/builders-and-homeowners/homeowners/claims/

Please take some time to carefully read the policy to ensure that you do not accidentally lose your rights to claim. There are a number of requirements about preserving your right to claim (such as notifying your claim within the period of insurance and "diligently pursuing" any building disputes with your builder including the use of tribunals/court proceedings etc. as necessary). There are also important cover limits, for example a maximum of \$340,000 per dwelling and a sub-limit of 20% of the contract price (as varied) for losses resulting from noncompletion of the work.

The periods of insurance cover for loss or damage arising from a 'major defect' (six years) and other defects (two years) have now commenced.

If you are in dispute with your builder, the NSW Fair Trading website at www.fairtrading.nsw.gov.au provides options for you to consider. icare HBCF is generally unable to intervene in any disputes.