

The Law Society of the Australian Capital Territory: Contract for Sale

Schedule

Land	The unexpired term of the Lease	Unit 1	UP No. 444	Block 4	Section 147	Division/District Phillip
	and known as 1/82 Hallen Close, Phillip					
Seller	Full name	George Temelko				
	ACN/ABN					
	Address	1/82 Hallen Close, Phillip, ACT 2606				
Seller Solicitor	Firm	Marjason & Marjason Solicitors				
	Email	info@mariason.com.au				
	Phone	02 6147 1600	Ref	ES:244663		
	DX/Address	PO Box 598, Queanbeyan NSW 2620				
Stakeholder	Name					
Seller Agent	Firm	Fuse Property				
	Email	zoe@fuseproperty.com.au				
	Phone	0423 967 399	Ref	Zoe Stead		
	DX/Address	PO Box 7079, KARABAR NSW 2620				
Restriction on Transfer	Mark as applicable	Nil <input type="checkbox"/> section 251 <input type="checkbox"/> section 265 <input type="checkbox"/> section 298				
Land Rent	Mark one	Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
Occupancy	Mark one	Vacant possession <input type="checkbox"/> Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents and				
Goods	Description	Fixed Floor Coverings, Stove, insect screens, stove, light fittings, as inspected				
Date for Registration of Units Plan						
Date for Completion 42 days from completion date						
Electronic Transaction? <input type="checkbox"/> No <input type="checkbox"/> Yes usim:i- Nominated ELN: <input type="checkbox"/> PEXA						
Land Tax to be adjusted? <input type="checkbox"/> No <input type="checkbox"/> Yes						
Residential Withholding Tax	New residential premises?					No <input type="checkbox"/> Yes
	Potential residential land?					No <input type="checkbox"/> Yes
	Buyer required to make a withholding payment?					<input type="checkbox"/> No <input type="checkbox"/> Yes (Insert details on p.3)
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.007					<input type="checkbox"/> No <input type="checkbox"/> Yes
	Clearance Certificates attached for all the Sellers?					<input type="checkbox"/> No <input type="checkbox"/> Yes
An agent may only complete the details in this black box and exchange this contract. See page 3 for more information.						
Buyer	Full name					
	ACN/ABN					
	Address					
Buyer Solicitor	Firm		Ref			
	Email					
	Phone					
	DX/Address					
Price	Price		(GST inclusive unless otherwise specified)			
	Less deposit		(10% of Price)	<input type="checkbox"/> Deposit by Instalments (clause 52 applies)		
	Balance					
Date of this Contract						

Co-Ownership *Mark one (show shares)* ☐ Joint tenants ☐ Tenants in common in the following shares:

Read This Before Signing: Before signing this Contract you should ensure that you understand your rights and obligations. You should read the important notes on page 3. You should get advice from your solicitor.

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

Seller Disclosure Documents

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

Crown lease of the Land (including variations)

Current certified extract from the land titles register showing all registered interests affecting the Property

Deposited Plan for the Land

Energy Efficiency Rating Statement

- D Encumbrances shown on the land titles register (excluding any mortgage or other encumbrance to be discharged)
- D If there is an encumbrance not shown on the land titles register - a statement about the encumbrance complying with the Civil Law (Sale of Residential Property) Regulations
- D Lease Conveyancing Inquiry Documents for the Property
- D Building Conveyancing Inquiry Document (except if: the Property is a Class A Unit the residence on the Property has not previously been occupied or sold as a dwelling; or this Contract is an "off-the-plan purchase")
- D Building and Compliance Inspection Report(s) (except if section 9(2)(a)(ii) or section 9(2)(a)(iii) of the Sale of Residential Property Act applies).
- D Pest information (except if the property is a Class A Unit, or is a residence that has never been occupied): Pest Inspection Report(s).

If the Property is off-the-plan:

- D Proposed plan
- D Inclusions list

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

Units Plan concerning the Property

- D Current certified extract from the land titles register showing all registered interests affecting the Common Property
- D Section 119 Certificate
- D Registered variations to rules of the Owners Corporation
- D (If the Unit is an Adaptable Housing Dwelling) drawings and plans demonstrating compliance minutes with Australian Standard AS 4299-1995 (Adaptable Housing) as in force from time to time
- D (If the Owners Corporation is a party to a Building Management Statement) Building Management Statement

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

- D Proposed Units Plans or sketch plan
- D Inclusions list
- D The Default Rules
- D Details of any contract the Developer intends the Owners Corporation to enter, including:
 - the amount of the Buyer's General Fund Contribution that will be used to service the contract; and
 - any personal or business relationship between the Developer and another party to the contract
- D The Developer's estimate, based on reasonable grounds, of the Buyer's General Fund Contribution for 2 years after the Units Plan is registered
- D If a Staged Development of the Units is proposed- the proposed Development Statement and any amendment to the statement
- D Disclosure Statement

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

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

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

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

GST

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

Tenancy

- D Tenancy Agreement
- D No written Tenancy Agreement exists

Invoices

- D Building and Compliance Inspection Report
- D Pest Inspection Report

Asbestos

- Asbestos Advice
- D Current Asbestos Assessment Report

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

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

Tenancy Summary

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

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

Name	Phone
Address	

RW Amount

(residential withholding payment) - further details

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

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

Cooling Off Period

(for residential property only)

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

Warnings

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

Disputes

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

Exchange of Contract

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

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

1. Definitions and interpretation

- 1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

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

a breach of the Building and Development Provision;

a breach of any obligation of the Seller in a registered restrictive covenant affecting the Lease;

a breach of any other term of the Lease;

a breach of the articles of the Owners Corporation (if the Property is a Unit); or

an Unapproved Structure;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Covenant includes a restrictive covenant;

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

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

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

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Contract:

a reference to the Seller or to the Buyer includes the executors, administrators and permitted assigns of any of them, if an individual, and the successors or permitted assigns of any of them, if a corporation;

the singular includes the plural, and the plural includes the singular;

a reference to a person includes a body corporate;

a term not otherwise defined has the meaning in the Legislation Act; and

a reference to an Act includes a reference to any subordinate legislation made under it or any Act which replaces it.

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

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

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

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

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

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

2. Terms of payment

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

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

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

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

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

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

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

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

3. Title to the Lease

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

4. Restrictions on transfer

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

- 4-4 If the consent referred to in clauses 4.2, 4.3, 4.3A or 4.3B is not granted by the Date for Completion then either party may rescind this Contract (provided that the party seeking to rescind is not then in default) and clause 21 applies.

5. Particulars of title and submission of transfer

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

6. Buyer rights and limitations

- 6.1 If the Buyer establishes before Completion that except as disclosed in this Contract there is any Unapproved Structure on the Property, then the Buyer may:
 - 6.1.1 require the Seller to arrange for the Unapproved Structure to be approved before Completion; and
 - 6.1.2 if the Unapproved Structure is not approved before Completion, rescind or complete and sue the Seller for damages.
- 6.2 If the Buyer establishes, immediately before Completion, that, except as disclosed in this Contract:
 - 6.2.1 the Property is subject to an encumbrance other than the encumbrances shown on the title to the Lease; or
 - 6.2.2 the Buyer is not entitled to vacant possession, then the Buyer may either:
 - 6.2.3 rescind; or
 - 6.2.4 complete and sue the Seller for damages.
- 6.3 The Buyer is not entitled to make any requisitions on the title to the Property.
- 6-4 The Buyer cannot make a claim or objection or rescind or terminate in respect of:
 - 6-4.1 a Service for the Property being a joint service or passing through another property, or any Service for another property passing through the Property;
 - 6-4.2 a wall being or not being a party wall or the Property being affected by an

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

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

7. Seller warranties

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

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

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

8. Adjustments

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

9. Terms of possession

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

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

9.3.2 The Seller must hand to the Buyer on Completion:

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

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

10. Inspection and condition of Property

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

11. Inspection of building file

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

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

12. Additional Seller obligations

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

13. Electronic transaction

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

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

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

Conveyancing Transaction has the meaning given in the Participation Rules;

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

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

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

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

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

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

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

Electronic Workspace has the meaning given in the Participation Rules;

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

ELN has the meaning given in the Participation Rules;

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

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

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

Land Registry has the meaning given in the Participation Rules;

Lodgment Case has the meaning given in the Participation Rules;

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

Nominated ELN means the ELN specified in the Schedule;

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

Populate means to complete data fields in the Electronic Workspace;

Prescribed Requirement has the meaning given in the Participation Rules;

Subscribers has the meaning given in the Participation Rules; and

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

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

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

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

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

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

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

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

13.4.1 each party must:

(a) bear equally any disbursements or fees; and

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

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

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

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

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

13.5.3 the parties must conduct the Electronic Transaction:

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

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

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

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

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

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

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

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

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

14. Off the plan purchase and Compliance Certificate

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

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

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

15. Goods

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

15.2 The Goods are included in the Price.

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

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

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

16. Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

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

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

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

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

17. Compensation claims by Buyer

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

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

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

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

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

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

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

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

the Stakeholder in trust for the Seller and the Buyer;

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

18. Notice to Complete and Default Notice

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

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

- 18.4 Completion at the time date and place specified in the Notice to Complete is an essential term.
- 18.5 Where one party is in default (other than failing to complete) the other party may at any time after the default serve the party in default a Default Notice.
- 18.6 A Default Notice:
 - 18.6.1 must specify the default;
 - 18.6.2 must require the party served with the Default Notice to rectify the default within 7* days after service of the Default Notice (excluding the date of service), except in the case of a Default Notice for the purposes of clause 52.6, in which case the period specified in clause 52.6 will apply; and
 - 18.6.3 cannot be used to require a party to complete this Contract.
- 18.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.
- 18.8 The time specified in a Default Notice to rectify the specified default is an essential term.
- 18.9 Clauses 19 or 20 will apply as appropriate where the party served does not comply with the Notice to Complete or the Default Notice which complies with this clause.
- 18.10 If the party serving a notice under this clause varies the time referred to in the notice at the request of the other party, the time agreed to in the variation remains an essential term. The consent to the variation must be in writing and be served on the other party.
- 18.11 The parties agree that the time referred to in clauses 18.2 and 18.6.2 is fair and reasonable.

19. Termination - Buyer default

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

* Alter as necessary

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

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

20. Termination - Seller default

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

21. Rescission

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

22. Damages for delay in Completion

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

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

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

23. Foreign Buyer

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

24. GST

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

24,4.1 the parties agree the supply of the Property is the supply of a going concern;

24,4.2 the Seller must on Completion supply to the Buyer all of the things that are necessary for the continued operation of the enterprise;

24,4.3 the Seller must carry on the enterprise until Completion;

24,4.4 the Buyer warrants to the Seller that on Completion the Buyer will be registered or required to be registered; and

24,4.5 if for any reason (and despite clauses 24.1 and 24,4.1) the sale of the Property is not the supply of a going concern but is a taxable supply:

(a) the Buyer must pay to the Seller on demand the amount of any GST payable by the Seller in respect of the sale of the Property; and

(b) the Buyer indemnifies the Seller against any loss or expense incurred by the Seller in respect of that GST and any breach of clause 24,4.5(a).

24.5 If this Contract says the margin scheme applies:

24.5.1 the Seller warrants that it can use the margin scheme; and

24.5.2 the Buyer and Seller agree that the margin scheme is to apply,

in respect of the sale of the Property.

24.6 If this Contract says the sale is a taxable supply, does not say the margin scheme applies to the sale of the Property, and the sale is in fact not a taxable supply, then the Seller must pay the Buyer on Completion an amount of one-eleventh of the Price.

24.7 Unless the margin scheme applies the Seller must, on Completion, give the Buyer a tax invoice for any taxable supply by the Seller by or under this Contract.

25. Power of attorney

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

26. Notices claims and authorities

26.1 Notices, claims and authorities required or authorised by this Contract must be in writing.

26.2 To serve a notice a party must:

26.2.1 leave it at; or

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

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

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

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

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

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

27. Unit title

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

28. Definitions and interpretation

28.1 A reference in these clauses 28 to 39 inclusive to a section or Part is a reference to a section or Part of the Unit Titles Management Act.

28.2 For the purposes of a claim for compensation pursuant to clause 39, the provisions of clause 17 will apply provided that clause 17.1.1(c) is amended to read "the Buyer does not give notice to the Seller waiving the claim, or so much of it as exceeds 5% of the Price within 14 days after receiving the notice".

29. Title to the Unit

29.1 Clauses 3.1, 3.2 and 3.3 do not apply.

29.2 The Unit Title is or will before Completion be granted under the Planning Act and is or will before Completion be registered under the *Land Titles (Unit Titles) Act 1970* (ACT).

29.3 The Unit Title is transferred subject to the Units Plan under which the lease to the Unit is held.

30. Buyer rights limited

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

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

31. Adjustment of contribution

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

32. Inspection of Unit

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

33. Seller warranties

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

(b) in respect of a corporation established under the *Unit Titles Act 1970* (*repealed*) and that was in existence immediately prior to 30 March 2012, the a1ticles in force immediately prior to 30 March 2012; or

(c) in respect of a corporation established under the Unit Titles Act and that was in existence immediately prior to 30 March 2012, the a1ticles in force immediately prior to 30 March 2012;

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

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

34. Damage or destruction before Completion

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

35. Notice to Owners Corporation

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

36. Unit Title Certificate

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

37. Unregistered Units Plan

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

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

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

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

38. Rescission of Contract

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

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

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

39. Claims for compensation

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

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

39.2.1 tell the Seller:

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

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

- 39.3.1 if this Contract is entered before the Units Plan for the Unit is registered - not later than 3 days before the Buyer is required to complete this Contract; or
- 39.3.2 in any other case - not later than 14 days

after the later of the following happens:

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

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

40. Community title

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

41. Definitions and Interpretation

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

42. Buyer rights limited

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

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

43. Adjustment of contribution

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

44. Inspection of property

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

45. Unregistered Community Title Scheme

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

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

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

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

- 45.4.1 any minor variations to the Lot between the plan attached, and the registered Community Title Master Plan; or
- 45.4.2 any minor alterations required by an authority or the Registrar General in the number, size, location or entitlement of any other Lot in the Community Title Scheme or in or to the Common Property provided the proportion of the entitlement of the Lot to the other lots in the Community Title Scheme is not varied; or
- 45.4.3 any minor variations between the proposed Community Title Management Statement and the registered Community Title Management Statement.

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

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

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

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

46. Incomplete development of Community Title Scheme

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

47. Incomplete development of Lot

- 47.1 This clause 47 applies if at the Date of this Contract, the Lot is to be developed or further developed in accordance with the Community Title Scheme. For clarity, this clause does not apply if an unconditional Compliance Certificate has issued before the Date of this Contract and the Seller gives to the Buyer evidence acceptable to the Registrar General that an unconditional Compliance Certificate has issued for the Lot, or if the Seller gives an unconditional Compliance Certificate to the Buyer on Completion.
- 47.2 The Buyer becomes bound to develop the Lot in accordance with the Community Title Scheme.
- 47.3 The Seller must give written notice of the proposed sale of the Lot to the Planning and Land Authority.
- 47.4 The Buyer must:
- 47-4.1 give to the Planning and Land Authority a written undertaking to develop the Lot in accordance with the Community Title Scheme (if a form is approved for an undertaking, the form must be used); and
- 47-4.2 give the Planning and Land Authority any security required by the Planning and Land Authority, within 28 days after notice of the transaction was given to the

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

48. Required first or top sheet

- 48.1 The Seller must give to the Buyer, before the Buyer enters into this Contract, a Section 67 Statement.
- 48.2 The Section 67 Statement must:
- 48.2.1 state that the Lot is included in a Community Title Scheme that imposes obligations on the owner of the Lot;
- 48.2.2 state the name and address of:
- (a) the body corporate of the scheme; or
- (b) if it is the duty of the Community Title Body Corporate manager to act for the Community Title Body Corporate in supplying Section 56 Certificates - the manager;
- 48.2.3 state the amount of annual contributions currently fixed by the Community Title Body Corporate as payable by the owner of the Lot;
- 48.2.4 identify improvements on common property of the scheme for which the owner of the Lot is responsible;
- 48.2.5 be signed by the Seller or a person authorised by the Seller; and
- 48.2.6 be substantially complete.
- 48.3 The Seller must attach to this Contract, as a first or top sheet, a copy of the Section 67 Statement given to the Buyer under clause 48.1.
- 48.4 The Buyer may rescind this Contract if:
- 48-4.1 the Seller has not complied with clauses 48.1 and 48.3; and
- 48-4.2 Completion has not taken place.

49. Notice to Community Title Body Corporate

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

50. Section 56 Certificate

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

51. Foreign Resident Withholding Tax

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

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

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

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

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

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

Relevant Price means the higher of:

the Price (including GST); and

the market value of the CGT Assets sold under this Contract;

as at the Date of this Contract;

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

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

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

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

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

51.4 If neither clauses 51.2 or 51.3 apply, then:

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

51.4.2 the Buyer must:

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

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

no later than 5 days before the Date for Completion;

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

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

51.5 If clause 51.4 applies and the parties do not comply with clause 51.4-4:

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

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

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

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

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

52. Deposit by Instalments

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

52.2 Clauses 2.1, 2.2, 2.3 and 2-4 are deleted.

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

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

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

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

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

52.5 If the First Instalment of the Deposit is:

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

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

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

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

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

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

53. Residential Withholding Tax

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

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

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

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

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

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

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

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

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

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

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

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

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

* Alter as necessary

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

SPECIAL CONDITIONS

1. Auction

- 1.1 The auctioneer may make 1 bid for the Seller of the Property at any time during the auction.
- 1.2 Each person bidding must be entered on the bidder's record.
- 1.3 The auctioneer may refuse any bid.
- 1.4 The auctioneer may decide the amount by which the bidding is to be advanced.
- 1.5 The auctioneer may withdraw the Property from sale at any time.
- 1.6 The auctioneer may refer a bid to the Seller at any time before the end of the auction.
- 1.7 If there is a dispute about a bid, the auctioneer may resubmit the Property for sale at the last undisputed bid or start the bidding again.
- 1.8 If there is a dispute about a bid, the auctioneer is the sole arbiter and the auctioneer's decision is final.
- 1.9 The sale is subject to a reserve price unless the auctioneer announces otherwise.
- 1.10 The highest recorded bidder will be the Buyer, subject to any reserve price.
- 1.11 If a reserve price has been set for the Property and the Property is passed in below the reserve price, the Seller must first negotiate with the highest bidder for the purchase of the Property.
- 1.12 The Buyer must sign the Contract and pay the Deposit immediately after the fall of the hammer.

2. Printed Terms and Special Conditions

- 2.1 These Special Conditions apply in addition to the Printed Terms. In the event of any inconsistency between the Printed Terms and these Special Conditions, the Special Conditions prevail.

3. Mental Incapacity or Death of Party

- 3.1 Should either party or any of them die, become insolvent or otherwise lose their capacity to contract then either party may be written notice to the other party rescind this Contract, provided the party giving the notice is not in default, and the provisions of Clause 21 of the Printed Terms will apply.

4. Agent

- 4.1 The Buyer warrants that they were not introduced to the Seller or the property by any Real Estate Agent other than the "Seller Agent" as listed in this Contract and the Buyer agree to indemnify and keep indemnified the Seller against any claim for the commission, compensation, costs, damages and awards resulting from the Buyer being introduced to the Seller or the property by any other Real Estate Agent. This Special Condition will not merge on completion.

5. Amendments to Printed Terms

5.1 The printed terms of the contract are amended as follows:

- (a) In clause 22.1.1 the relevant interest amount is 0%; and
- (b) In clause 22.1.2 the relevant interest amount is 10%.

6. Keys

6.1 The Seller shall provide to the Buyer means to access to the dwelling on completion. The Seller shall provide to the Buyer all keys in the Seller's possession on completion and the Buyer must not make any objection requisition or claim for compensation in the event keys are not provided on completion.

7. Buyer Acknowledgement

7.1 The Buyer does not rely on any statement, representation or warranty made by the Seller, or any other person, except as provided for in this Contract and as required by Law. The Buyer agrees by their execution here of that they rely entirely upon their own enquiries. The Buyer further agrees to accept the property together with any improvements and good in their present condition and state of repair and the Buyer will not make any claim, requisition, or objection or attempt to delay completion in this respect.

8. Director's Guarantee

8.1 Where the Buyer is a corporation, each Director of that corporation shall guarantee that corporation's performance of its obligations under this Contract. The Director's Guarantee is to be in the form attached as Annexure A.

Annexure A Director's Guarantee

I/We, (name of Director/s) of
(address)

agree as follows:

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

Dated this day of 20

Signed sealed and delivered by

In the presence of:

Signature

Signature of Witness

Signature

Name of Witness in MI

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

9. No Body Corporate

The Buyer acknowledges that there is no active Strata Manager overseeing the Strata Plan and as such the Seller discloses that:

- (a) There is a verbal arrangement between the Unit Owners to share in the payment of the water connection, gardening, and building insurance which is apportioned at \$1,300.00 **(Levy)** per Unit payable on a per annum basis.
- (b) Unit Owners are responsible for their own water consumption as each Unit is separately metered.
- (c) There is building insurance for each of the Units included within the Levy.
- (d) The Buyer further acknowledges that the Seller is not required to provide a S.119 Certificate.

9.1 The Buyer cannot raise any claims or attempt to delay Completion which relates to anything disclosed in clause 9.

UNITS PLAN 444

76 - 82 HALLEN CLOSE, SWINGER HILL, A.C.T. 2606

FINANCIAL ACCOUNTS 2022-23

Opening bank account balance:	1 July 2022	\$726.55
-------------------------------	-------------	----------

Income:

Members' contributions:	4 X \$1,400	\$5,600.00
-------------------------	-------------	------------

Total income:		\$6,326.55
---------------	--	------------

Expenses:

ICON Water:	6 July 2022:	\$131.44	
	6 October 2022:	\$267.02	
	15 January 2023:	\$560.88	
	5 April 2023:	\$22.80	
			\$982.14

VIP Gardening:	17 September 2022:	\$165.00	
	4 January 2023:	\$165.00	
	3 May 2023:	\$165.00	
			\$495.00

Bank transaction fee:	1 September 2022	\$6.00
-----------------------	------------------	--------

AON Insurance:	17 May 2023:	\$2,000.00	
	19 May 2023:	\$1,262.59	\$3,262.59

Total expenses:		\$4,745.73
-----------------	--	------------

Closing bank account balance:	30 June 2023	<u>\$1,580.82</u>
-------------------------------	--------------	-------------------

Members' contribution to Body Corp. for 2023-24:	4 X \$1,300 = \$5,200
--	-----------------------



Tax Invoice

Invoice No. 111647158

The Owners of Unit Plan 444
76 Hallen Close
PHILLIP ACT 2606

Date of issue 16 May 2023
Client ID PRM 22N71
Contact Lisa Feng
Telephone 1800 841 763
Email lisa.feng@aon.com

Invoice details

Class Strata Residential
Period 17/06/2023 to 17/06/2024
Insurer LONGITUDE INSURANCE
Policy No. LNG-STR-20035924

Payment Summary

Premium	\$	2,490.99
Insurer Service Charge	\$	225.00
GST	\$	271.60
Broker Service Charge	\$	250.00
Fee GST	\$	25.00

Total Payment Due (AUD)\$ **3,262.59**
Payment Due Date **30 June 2023**

Transaction Description

** Renewal **

Refer to coverage summary/policy schedule for details

Pay by the month Apply for Premium Funding

Visit: <https://hpf.online/3k2b4b221a>
Reference Code: 70715070
Fees and Charges apply

12 monthly Instalments: \$299.78
Initial Application Fee: \$40.00
Total Amount Payable: \$3,637.33

Pay in full options

Payment terms are strictly 14 days



EFT (within Australia only)

Email your remittance
quoting invoice number(s) to
au.receivables@aon.com
Contact Aon if payment is being
sent from a bank account
outside of Australia
BSB: 084-456
Account: 130309842
Reference: 111647158

Billers Code: 90308

Ref: 02013636111164715875

Telephone & Internet Banking- BPAY®
Contact your bank or financial institution to make
this payment from your cheque, savings, debit or
transaction account. More info: bpay.com.au

Credit Card*

Call **1300 854 017** or visit
pay-secure.aon.com.au/pay
Ref: 02013636111164715875

Important information and disclosures

Read our Financial Services Guide (FSG) and our retainer agreement with you

Please take time to read our FSG or our retainer agreement (containing our Terms of Business) with you as they contain some very important information about our products and services and the way we will do business with you. In particular, our FSG explains how we and our representatives may be remunerated and contains details of how we manage conflicts of interest.

By continuing to engage Aon to provide insurance services, you also agree to the delivery of our services and our remuneration as described in our FSG in the absence of a written retainer agreement. Our FSG is available at aon.com.au or contact your Client Manager if you would like a hard copy. The FSG or our retainer agreement forms the basis of our engagement and by continuing to instruct us you are taken to accept, as applicable, the FSG or our retainer agreement (including our Terms of Business), unless otherwise agreed in writing with you.

Please refer to the Premium Funding section in your Financial Services Guide (FSG) for important information about how Aon works with you and HPF in arranging this facility for you.

Retention of Remuneration

Unless otherwise stated in your retainer agreement, we treat our remuneration as fully earned when we issue you with a tax invoice. In the absence of a retainer agreement, you agree that we may retain all our commission, fees and other remuneration in full in the event of any mid-term cancellation of a policy or future downward adjustment of premium. You also agree that the insurer and Aon may offset such remuneration from any premium refund you are entitled to. Our Financial Services Guide is available at aon.com.au or contact your Client Manager if you would like a hard copy.

Foreign Exchange and GST

Where this tax invoice is for a foreign currency amount, the Goods and Services Tax (if applicable) is converted to Australian dollars at the exchange rate published by the Reserve Bank of Australia at 4.00 pm, Australian Eastern Time, on the business day prior to the date of this tax invoice.

Aon Products

Please read our Financial Services Guide (or if you have a specific retainer agreement with us, that agreement) and refer to "Do we receive any other remuneration for our services" for important information about Aon Products and Services.

Client Due Diligence Obligation

Clients are responsible for conducting due diligence when transacting online, to minimise cyber threats by implementing fraud preventative measures.

Some basic fraud prevention techniques to consider when making online payments, include:

Invoice Matching

Matching Aon's Unique Payment EFT Reference to the details approved on your accounts payable system. Implementing an additional check will ensure the right account is credited.

Multiple Stage Authorisation

Where feasible, implement a multi person approval process for transactions over a certain dollar threshold. Consider, having one person authorising the invoice and another authorising the payment.

Multi-Factor Authentication (MFA)

Implement a layered security defence method requiring two or more credentials, making it more difficult for an unauthorised party to compromise your applications (such as email) to facilitate malicious activity.

Seek Verification

If any fraudulent activity is suspected, contact your client manager to seek verification of invoice details.

Duty of Disclosure

Before you enter into a contract of insurance, you generally have a duty under the Insurance Contracts Act 1984 (Cth) (ICA) to disclose anything that you know, or could reasonably be expected to know, or in the case of consumer contracts (as defined in Part IV of the ICA) (Consumer Contracts) to take all reasonable care to disclose anything that you know, or could reasonably be expected to know, that may affect the insurer's decision to insure you and on what terms. You have that duty after proposal, and up until the time the insurer agrees to insure you. You have the same duty before you renew, extend, vary or reinstate a contract of insurance.

You do not need to tell the insurer anything that:

- reduces the risk that is insured;
- is common knowledge;
- your insurer knows or should know as an insurer; or
- the insurer waives compliance with your duty of disclosure.

If you are uncertain about whether or not a particular matter should be disclosed to the insurer, please refer to any guidance issued in any insurance proposal or application form, your Duty of Disclosure obligations contained in any PDS and policy terms and conditions (as applicable) and contact your Aon Representative.

Non-disclosure

If you fail to take reasonable care in disclosing information to us in the case of Consumer Contracts, or do not tell your insurer anything you are required to, the insurer may cancel your contract or reduce the amount that it is required to pay you if you make a claim, or both. If your failure to disclose is fraudulent, the insurer may refuse to pay a claim and treat the contract as if it never existed.

In all instances, we recommend that you refer to any information provided by Aon to you or the insurer from time to time about your Duty of Disclosure and contact your Aon Representative if you have any queries.

Making a Complaint

Please contact your Aon Client Manager or our local Aon office if you have a concern about our services or any product we have provided. If you are not satisfied with the resolution of your complaint or the manner in which it has been handled, please contact Aon's Complaints Manager who will attempt to resolve it in accordance with our Complaints Procedures. You may obtain a copy of these procedures from Aon's Complaints Manager or via our website at aon.com.au

To contact our Complaints Manager, please email us at feedback@aon.com or write to Complaints Manager, Level 33, 201 Kent Street, Sydney, NSW 2000.

If an issue has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority, or AFCA. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Website: www.afca.org.au

Email: info@afca.org.au

Telephone: 1800 931 678 (free call)

In writing to: Australian Financial Complaints Authority
GPO Box 3, Melbourne VIC 3001

Policy No. **LNG-STR-20035924**
Period **17/06/2023 to 17/06/2024**

Your renewal premium comparison

The following comparative information has been included to assist you in understanding the changes to the cost on your insurance product for this renewal.

Changes to your Premium

Your premium is based on the possibility of a claim against your policy and may change if the general cost to protect the Insurer's customers changes. For further information on how your insurance premium is calculated, please contact your Aon Client Manager to discuss.

	Last Term's Total Cost*	This Term's Total Cost
Strata Residential Base Premium	\$ 2,073.76	\$ 2,490.99
Insurer Service Charge	\$ 225.00	\$ 225.00
Goods and Services Tax	\$ 229.88	\$ 271.60
Broker/Admin Fee**	\$ 250.00	\$ 250.00
Fee GST	\$ 25.00	\$ 25.00
Total Premium	\$ 2,803.64	\$ 3,262.59

*Last Term's Total Cost in the above table represents the amount you were charged for your insurance policy at the beginning of the last policy term, plus or minus any changes your made throughout the policy term:

**Broker/Admin Fee: This amount represents an accumulated total of broker service charges, admin charges and fees charged by us. Please refer to your tax invoice or contact us for further information.

If you would like further information

Contact us at **1800 841 763** in the first instance if you have questions about your policy.



Coverage Summary

Date of issue 16 May 2023
Contact Lisa Feng
Telephone 1800 841 763
Email lisa.feng@aon.com

Important Notice: This Coverage Summary has been prepared for general reference and is a summary of cover only. Please refer to your Policy Schedule and Policy Wording for full terms, conditions and exclusions of your policy.

Strata Residential

Policy Number	LNG-STR-20035924		
Period of Insurance	4:00 PM Local Time 17-June-2023 to 4:00 PM Local Time 17-June-2024		
Item 1			
Insured	The Owners of Unit Plan 444		
Location	76 - 82 Hallen Close, PHILLIP ACT 2606		
Limits of Liability	Building	\$	1,564,558
	Property	\$	15,646
	Loss of Rent	\$	234,683
	Legal Liability	\$	10,000,000
	Personal Accident for Voluntary Workers - Benefit	\$	200,000
	Weekly	\$	2,000
	Fidelity Guarantee	\$	100,000
	Workers Compensation		Not Insured
	Government Audit Costs	\$	30,000
	Appeal Expenses	\$	150,000
	Legal Defence Expenses	\$	50,000
	Lot Owner's Fixtures & Improvements	\$	300,000
Deductibles	All Other Claims	\$	2,000
	Taxation and Audit Costs	\$	500
	Workplace Health and Safety Breaches	\$	500
Endorsements	Legal Defence Expenses Excess \$1,000 + 10% of Legal Fees Incurred		
	Flood cover is excluded		

Insurer

LONGITUDE INSURANCE
A.B.N. 76 006 090 464
PO BOX 1813
NORTH SYDNEY NSW 2059

Proportion

100%

Supporting Insurers

AAI LIMITED TRADING AS VERO INSURANCE
A.B.N. 48 005 297 807
LEVEL 9,465 VICTORIA AVE
CHATSWOOD NSW 2000

Proportion

100%

Volume 1045 Folio 51 Edition 0

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Phillip Section 147 Block 4 on Deposited Plan 6785 with 4 units on Unit Plan 444

Unit 1 (Class B) entitlement 25 of 100, 0 subsidiaries

Lease commenced on 14/04/1987, terminating on 19/04/2085

Proprietor

George Temelko

Address not available

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
13/05/1987	573457	Mortgage to Westpac Banking Corporation
15/11/2005	1446975	Vesting - changed dealing 573457 from 'Mortgage to WESTPAC SAVINGS BANK LIMITED' to 'Mortgage to Westpac Banking Corporation'. Effective from 1/10/1993.

End of interests



Product	Title Details
Date/time	02/02/2024 11:16AM
Customer Reference	244663
Order ID	20240202000578
Cost	\$33,00

Volume 1045 Folio 55 Edition 0

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Phillip Section 147 Block 4 on Deposited Plan 6785 with 4 units on Unit Plan 444

Lease commenced on 14/04/1987, terminating on 19/04/2085

COMMON PROPERTY

Proprietor

The Owners - Units Plan No 444

Keijoy Pty Limited, PO Box 493, Manuka

REGISTERED ENCUMBRANCES AND INTERESTS

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

End of interests

a - , o; 6 v z
 S. ROBERTSON Deputy; if f ..., r
 Regtsta(J, i /o/Y

FORM 3

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 4Lt4-

Block 7

, Section 11-7

, Division of P(1, J, P.

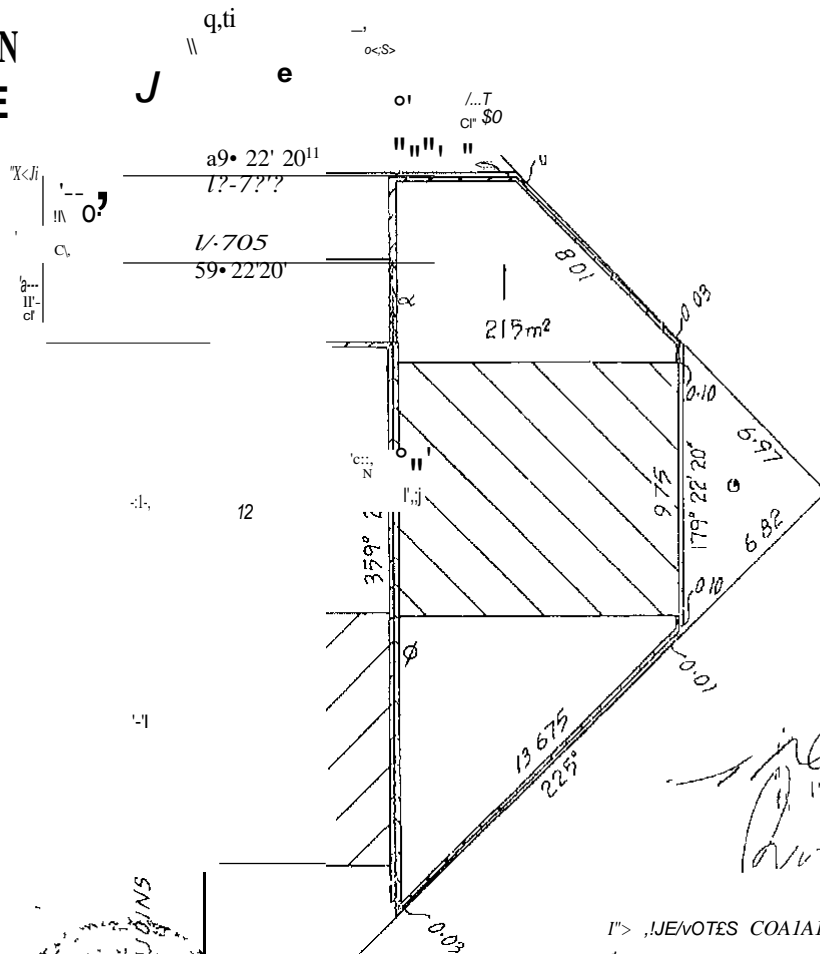
FLOOR PLAN

"g" CLASS t1//T

(1) 6/2(1,1,0

(1) Number of floor

**HALLEN
CLOSE**



I" > ,JE/VOTES COA1A10Y ,0,fJ,0ER

¢ £JE/VOTES BOV1', 'JAA"Y L/A• .77/f0!IC/21

tN?8t ALL

CG 0E/vOTE5 t5'0UN,iARY L1#E 71,t'Ot'L•,Y

rN'3 Ji/A/J.

Scale 1 200 METRES

J.<EJOY. ?TY LT.O
Applicant

Minister of State for Territories



ALLAN J. MAIL & ASSOCIATES
CONSULTING SURVEYORS

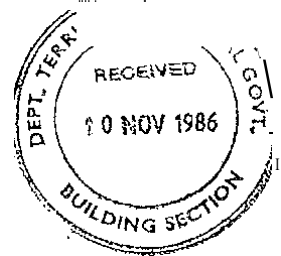
(A) 1/10

SUITE 8, BANK BUILDING,
JAMISON CENTRE, CANBERRA
TELEPHONE 51 3761

Address all correspondence to,
P.O. Box 54, Jamison Centre, A.C.T. 2614

31 October 1986

Mr. D. Hill,
P.O. Box 493,
MANUKA A.C.T. 2603



Dear Sir,

Land in the DiVHfbn 6f:Phillip, District of Woden Valley, beingrBloc·k 4,
Section··147S shown on Deposited.Plan·Number 6785 containing an area of 998·
square metres and.bein the land shown edged red on the sketch.

As instructed- by you I have-surveyed the boundaries of the land described
above and find that - .

Brick"walls for four proposed townhouses have been erected as indicated on the
sketch.

The dimensions of the land and the location of tihe proposed townhouses wh_ich
are shown hatched, are shown on the sketch.

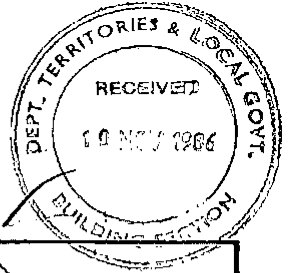
Distances from walls to adjacent bound ries are shpwn i red in metres.

Yours faithfully,

or ALLAN J. MAIL & ASSOCIATES

SKETCH

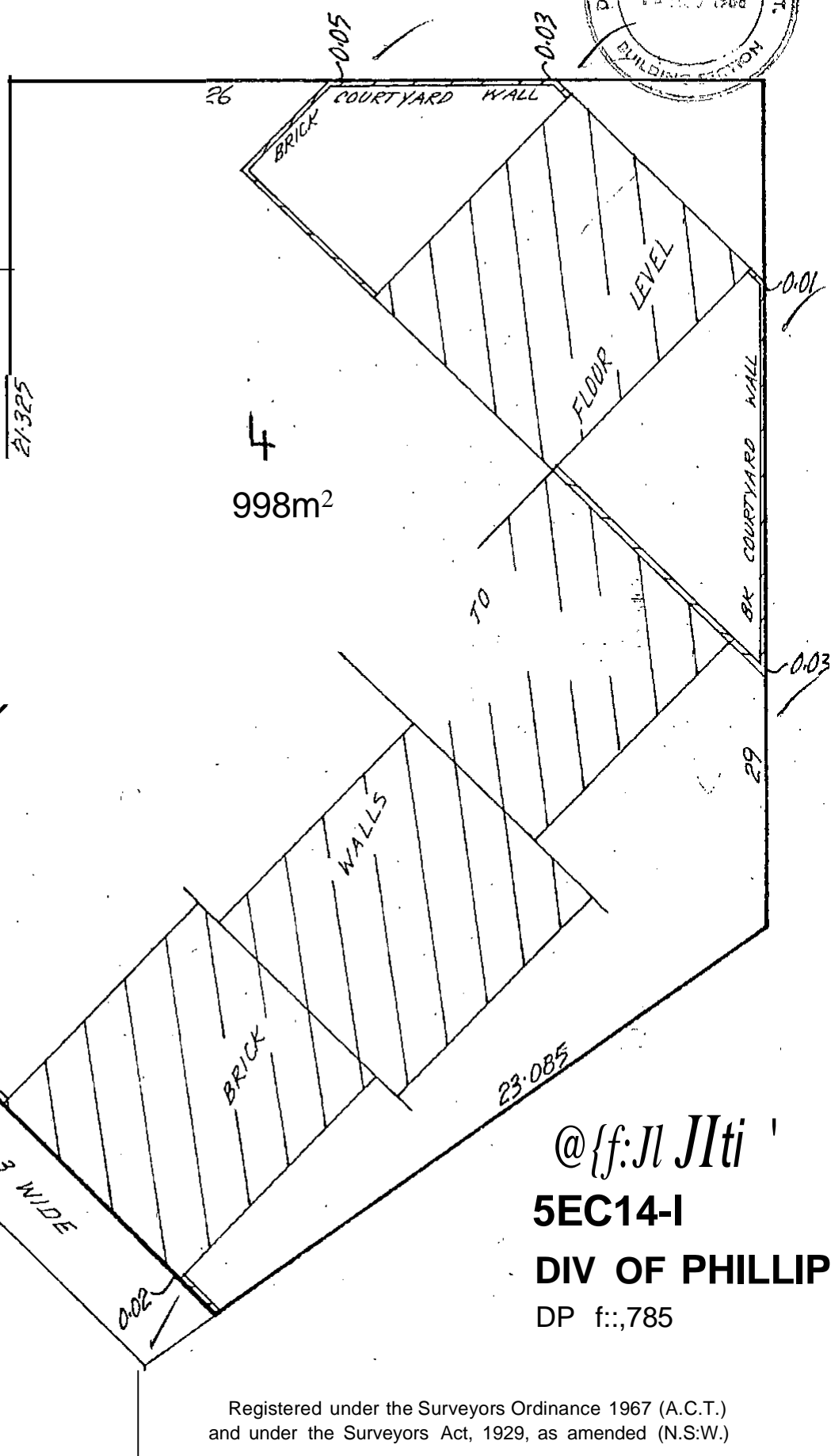
Scale L. 20.0



1
4
11+6

**HALLEN
CLOSE**

998m²



@{f:Jl Jlti ' 1

5EC14-I

DIV OF PHILLIP

DP f::,785



SUITE 8, BANK BUILDING,
JAMISON CENTRE, CANBERRA
TELEPHONE 51 3761

ALLAN J. MAIL & ASSOCIATES

CONSULTING SURVEYORS

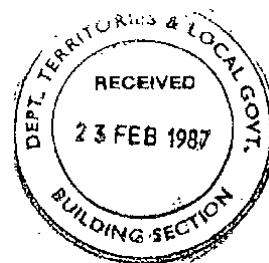
LI GEN ON S

il /h f 7,
t;

Address all correspondence to:
P.O. Box 54, Jamison Centre, A.C.T. 2614

4 February 1987

Mr. D. Hill,
P.O. Box 493,
MANUKA . A.C.T. 2603



Dear Sir,

Land in the Division of Phillip District of Woden Valley, being Block J... Section 1.47, as shown on Deposited Plan Number 6785 containing an area of 998 square metres and being the land shown edged red on the sketch.

Further to my report of 31 October 1986, I have surveyed the boundaries of the land described above and find that -

Brick walls for four proposed townhouses, brick screen walls and carports have been erected as indicated on the sketch.

The dimensions of the land and the location of the proposed improvements which are shown hatched, are shown on the sketch. . .

Distances from walls to adjacent boundaries are shown in red in metres.

Yours faithfully,

for ALLAN J. MAIL & ASSOCIATES

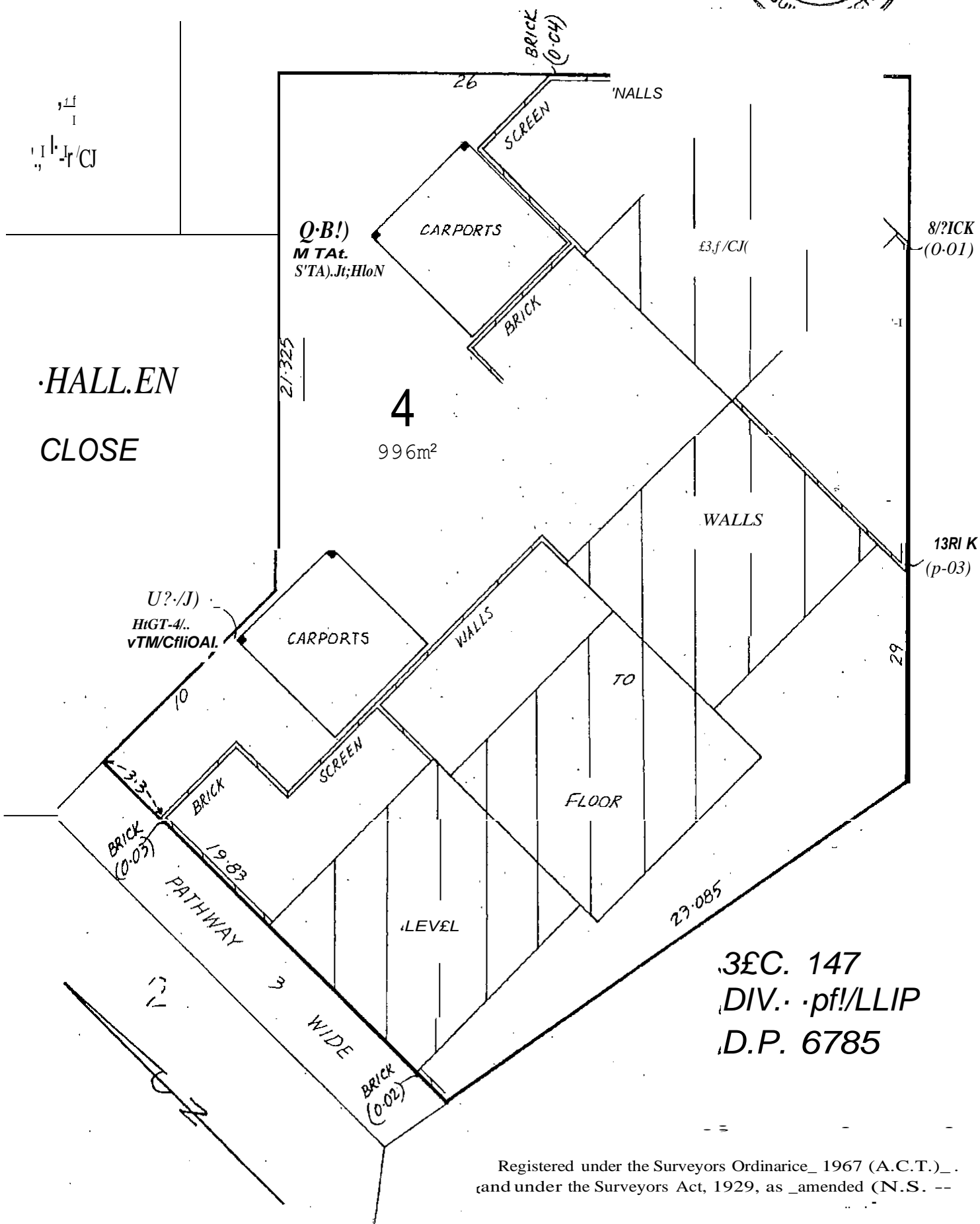


Scale / ? 9.9

$$I = \frac{1}{2} \int_{-1}^1 \frac{1}{\sqrt{1-x^2}} dx$$

HALL. EN

CLOSE



3£C. 147
DIV. .pf!/LLIP
D.P. 6785

Registered under the Surveyors Ordinance_ 1967 (A.C.T.)_ and under the Surveyors Act, 1929, as _amended (N.S. --



Department of Territories
BUILDING SECTION

BL1/8(6/86)

\-'b

CERTIFICATE OF OCCUPANCY

Pursuant to Part V of the Building Ordinance 1972, the building consisting of:

N. w. 5E (v. NC: L. b \

situated at

Block	Section	Division
04	147	PHIL /P,:
situated at		

is considered to be substantially in accordance with the described requirements for occupancy and use, subject to the endowments listed below.

Approved plan: Nos 70656 AND 70656/A/B		
Type of construction*	Class of occupancy*	(*as defined in the Building Manual A.C:q
	1 AND 10	
Permit No. 87473	Name of permit holder -:() f.J'..LL .	

Endorsements

11.1:1s.E.R,....FRAME.....'..w -....,CERT.I.F.\. P...; J /A...
...:f?:R.f.\: (\$1'.N. -...;t .XR C. :U.A.1...f...:ii N.C!1J.N . R...;...;...;
...V.N.OISR...s.E...-r.1cN...-s3...C.1.l::ii:t...:n-1...OR.p,;i tJ.AK>c,t...

The issue of this Certificate does not affect the liability of a person to comply with the provisions of a law of the Territory (including the Building Ordinance) relating to the building work nor does it authorise the use of the land contrary to a provision, covenant or condition of lease

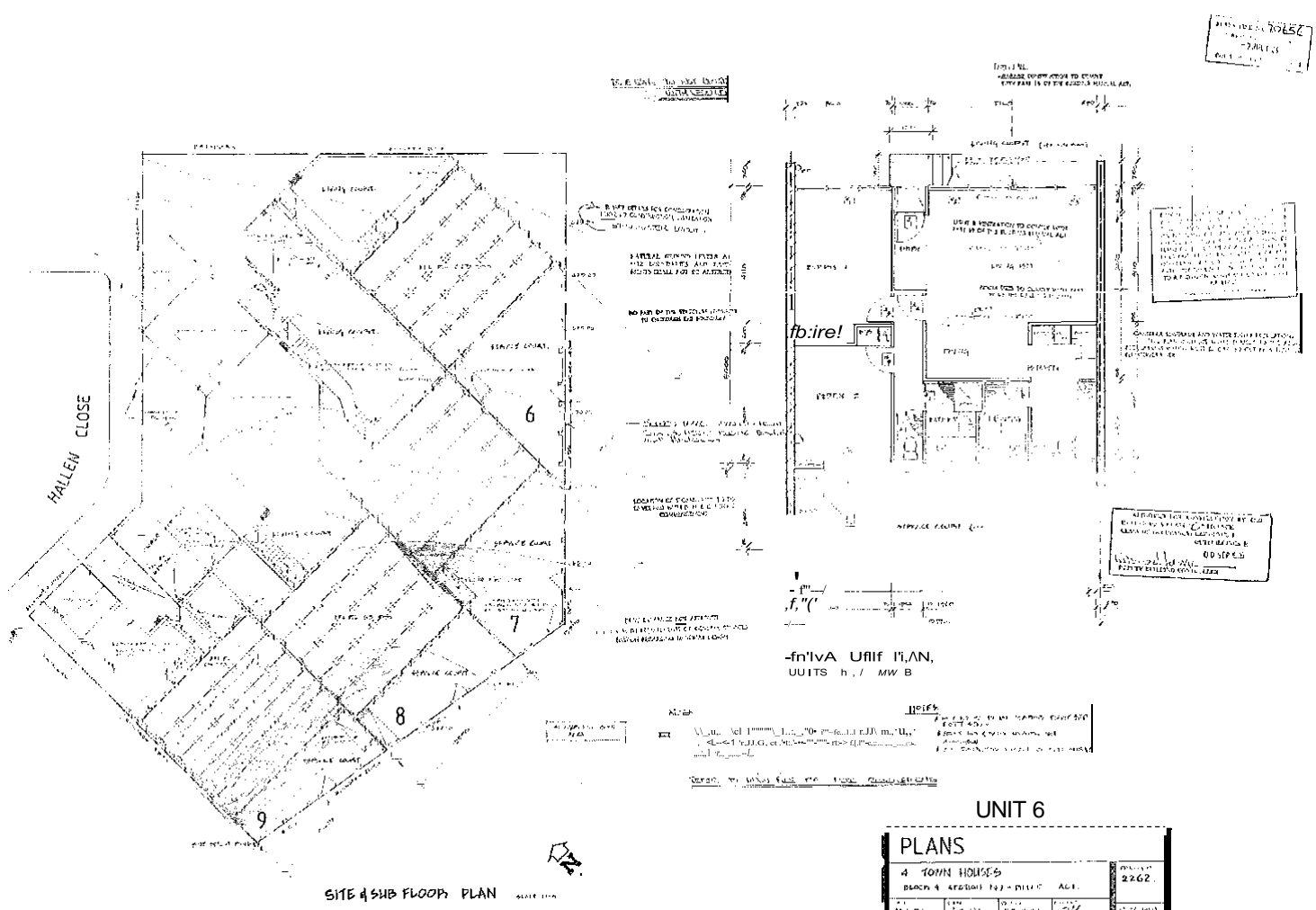
68452

SEE OVERLEAF

Deputy Building Controller

date

1/14/87



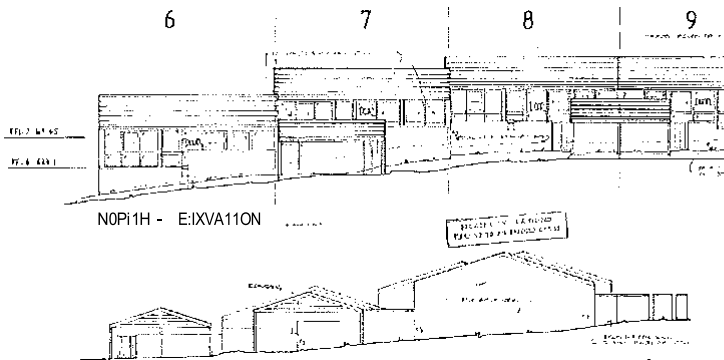
SITE & SUB FLOOR PLAN

UNIT PLAN, UNITS h, i, MW B

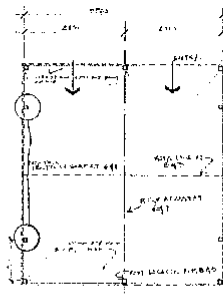
UNIT 6

PLANS				
4 TOWN HOUSES				
BLK 4	470001	121	PILOT	AGE
200	200	200	200	200
TREVOR GIBSON ARCHITECTS				
PO BOX 240, 1001 GLENVIEW AVE, WILLOWDALE, ONTARIO				

TITLE: 100550
 100550
 100550

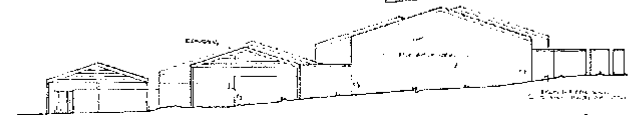


NORTH ELEVATION

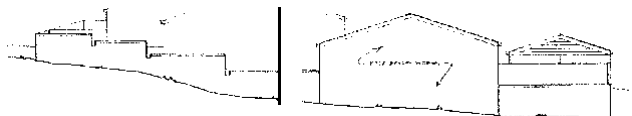


TYPICAL GROUND FLOOR PLAN

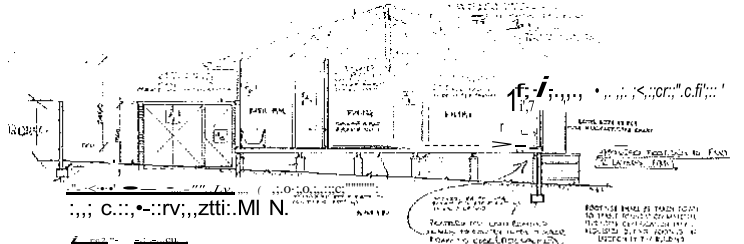
APPROVED AND SUBMITTED BY THE
 BOARD OF ARCHITECTS
 100550
 100550



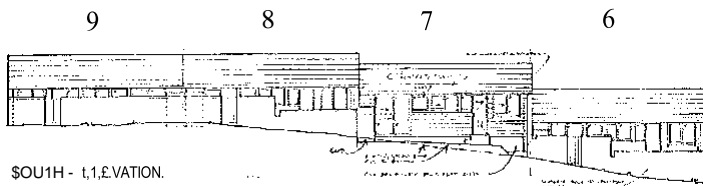
WEST ELEVATION



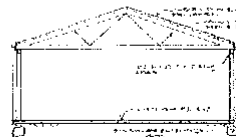
NORTH ELEVATION



NORTH ELEVATION



NORTH ELEVATION

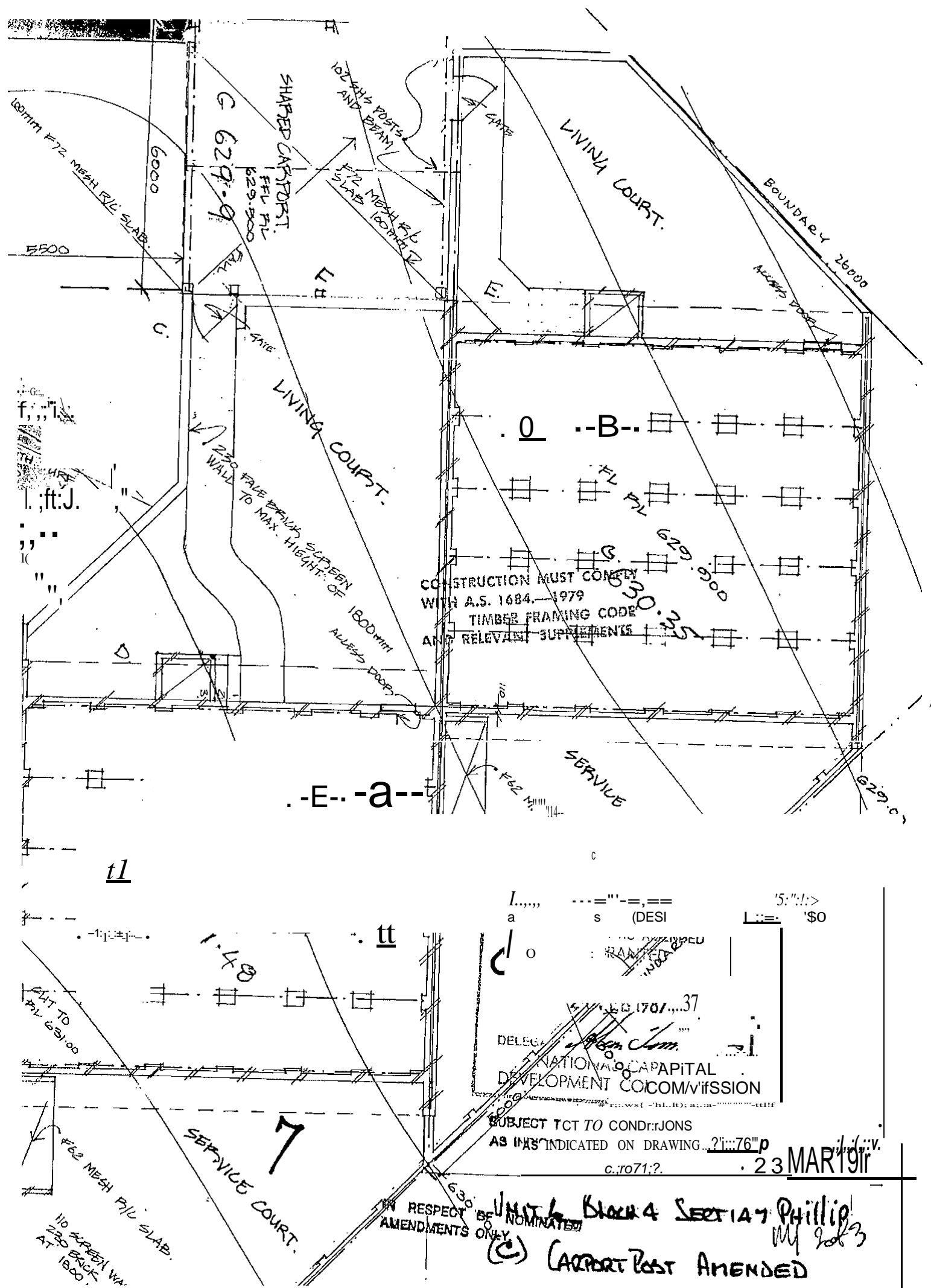


TYPICAL CARPORT SECTION

UNIT 6

ELEVATIONS/ SECTIONS			
4	100550	100550	100550
100550	100550	100550	100550
100550	100550	100550	100550
100550	100550	100550	100550

23 MAR 1987



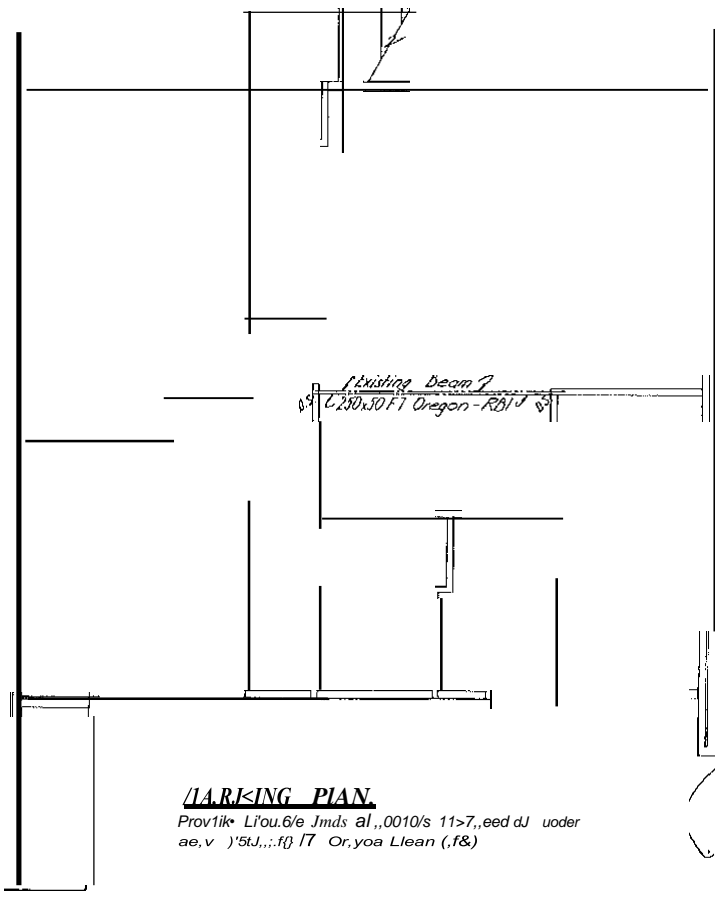
CONSTRUCTION MUST COMPLY
WITH A.S. 1684-1979
TIMBER FRAMING CODE
AND RELEVANT SUPPLEMENTS

DELEGATE
NATIONAL CAPITAL
DEVELOPMENT COMMISSION

SUBJECT TO CONDITIONS
AS INDICATED ON DRAWING 2/76

23 MAR 1991

UNIT 4 BLOCK 4 SECT 147 Phillip
(C) CARPORT POST AMENDED



MARKING PLAN

Prov1ik L'ou.6/e Jnds al.,0010/s 11>7,,eed dJ uoder
ae,v)'5tJ,,,f() 17 Or,yoa Llean (,f&)

1/17/87 17 Oregon 77/p-L •ua;o lo
Per/ico/ l'embe ol' eqc/, truss:
Existing 300x75 F7 Oregon.

TYPICAL MEMBER ATTACH

APPROVED IN RESPECT OF NOMINATED
AMENDMENTS A.G.I.U-ONLY. ANY OTHER
VARIATIONS TO THE ORIGINALLY APPROVED
PLAN ARE NOT APPROVED.
Michael Blum 23 MAR 1987
DEPUTY BUILDING CONTROLLER UNDER
BUILDING ORDINANCE 1972

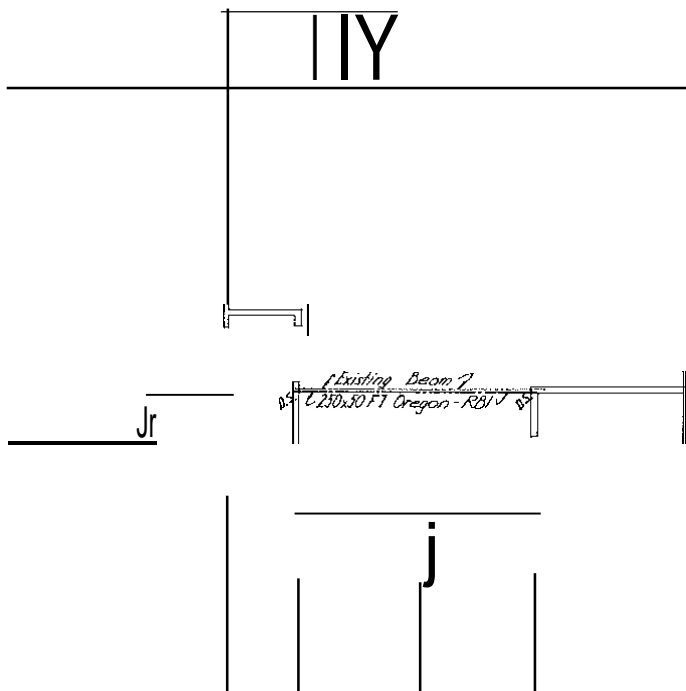
*Refer to Plans
File for Comments*

23 MAR 1987

My 803

(+)

PROPOSED TOWNHOUSES ON BLOCK 4, SECTION 147, PHILLIP A.C.T. UNITS 6	
MARKING PLAN	
CLIENT: David Hill	DATE: December 1986.
A.J.D.LICK Md ASSOCIATE I Ply Lid Coosu/thp Civil 4 Shclvro/ En.91/kers. Ill. Jou.910/1YJfile Jire., Yo.,VAO AC T 9J'169J.	JC 1b /;JO f /-70 CHAB MAVIN ff 627/-1.



/IARI<IN6' /:±AN.

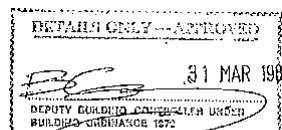
Ph: ;i, & ..60«6/e JM al ,Oohlsr,eed dJ. vnder
ne"l 250x fo /"7 Orcyoa LJec,n (fill)

70656/8
24 MAR 1987
Dept. Building & Land Survey

11/Jrfv/I Oregon 1lip-1-un;o lv
NJ fedical 1/e46...r: ol. ear/2 fu-s.

Existing 300x75 FT Oregon.

TY/CAL JENIL AT Rb/



STRUCTURALLY SUFFICIENT AS
CONSTRUCTED.

BUILDING WORK SHALL BE CONSTRUCTED IN
ACCORDANCE WITH THE APPROVED PLANS
THE BUILDING MANUAL ACT, ERECTION
MADE ON THE PLANS AND ANY CHANGES
SPECIFIED ON THE BUILDING PERMIT. THE
APPROVAL OF PLANS OR THE GRANT OF A
BUILDING PERMIT DOES NOT AFFECT THE
OCCUPATION OF ANY OTHER LAW IN THE TIER.
STORY, NOR DOES IT AUTHORISE THE USE OF
THE LAND CONTRARY TO A PROVISION,
COVERED BY THE CONDITION OF LEASE.

THIS APPROVAL DOES NOT
SUPERSEDE THE REQUIREMENTS OF
THE ACT BUILDING MANUAL

note of
30/3/87

PRU/"J:f.i!"J - 7-(J/IMIE)LLJ'EJ

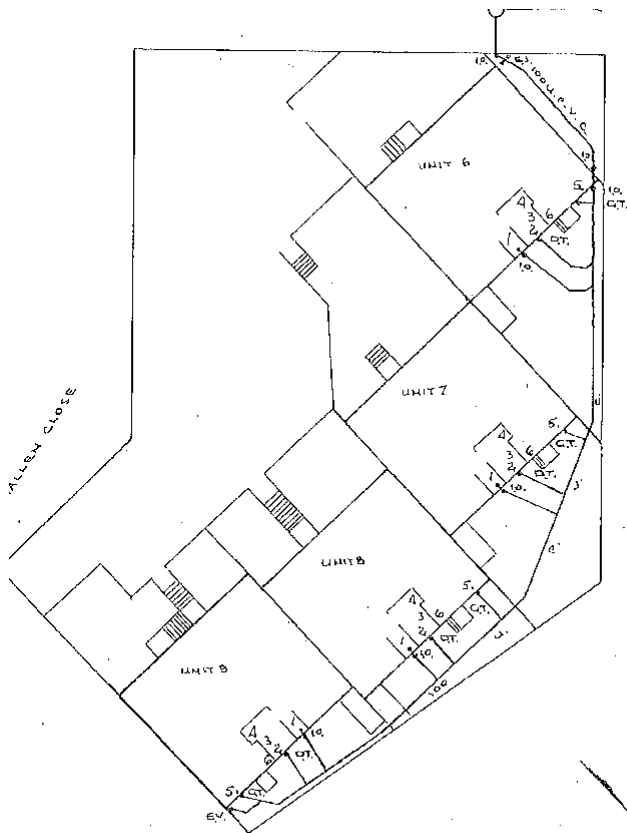
OIY & 'O'r..k" 4,JECT/01)1 /,6?, P/1/LLIP A.C.T.
t/NITJ 6 TO <.

d,4,RK/Y6 ,PLAY.

CLIENT: David Hill
K.S. SELICK and ASSOCIATES Pty Ltd
Consulting Civil & Structural Engineers
12 Bougainville Street,
Manuka, A.C.T. 2603

RAU: -flecember /8C.
C.1u. /:JO 4' /VO

CHECKED: M.A.V.I.G. G2?1-1



Drainage Plan 1:200 L17Z.05 **PLAN OF SANITARY DRAINAGE**

For

REJOY PTY. LTD.

Block 4 Section L17 p.u. L.P.

Scale 1:200

All work must be carried out in accordance with the
 Canberra Sewerage and Water Supply Regulation &

REFERENCE:

G.T. Gully Trap
 D.T. Disconnector Trap
 C.I.P. Cast Iron Pipe
 S.P.O. Stoneware Pipe Drain
 S.V.P. Soil Vent Pipe
 V.P. Vent Pipe
 E.V. Educt Vant
 I.O. Inspection Opening
 E.J. Expansion Joint
 F.P. Fixed Point
 J.U. Jump Up
 H.H. Manhole

FIXTURES:

1. W. CLOSET 4
 2. BATH 4
 3. BASIN 4
 4. SHOWER 4
 5. SINK 4
 6. TROUGH 4
 7. URINAL 4
 8. CLEANER'S SHH

NOTES:

1. Drains to be laid shown in BLUE lines.
2. Existing drains shown in GREEN lines.
3. Existing drains to be abolished to approval.
4. Drains to be supported on or from solid ground.
5. Manholes to be constructed in accordance with Dept. of Housing & construction Standard Drawing No. H 12, and shall be fitted with approved cast iron covers.
6. Cast Iron Pipes and fittings to be in accordance with AS 1432-1973.
7. Cast Iron Pipes and fittings to be in accordance with AS 1631-1974.
8. Unplasticized Polyvinyl Chloride Pipe Drains (U.P.V.C.) to be used.
9. Spacing of manholes to be in accordance with the following: intervals of not more than 30 metres spaced equidistant where possible; immediately upstream and downstream of all jump-ups.
10. Drains under building must be retested - drains having cement joints must be totally surrounded with cement concrete 150 mm thick.
11. Connection to existing main/manhole to be made by Department of Territories at the Contractor's expense.
12. Sewer branch to be located on site before any work is commenced.
13. This Plan to be read in conjunction with approved Architectural Plans and Specifications.

CMIBAAA SEWERAGE AND WATER SUPPLY REGULATIONS
 SUB-REGULATION 1B (i)
HOUSE CONNEXION SEWERS APPROVED

1. 7. yetiOHEEA...b:,,?,',19,ff

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



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

02-FEB-2024 14:42

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 2

INFORMATION ABOUT THE PROPERTY

PHILLIP Section 147/Block 4/Unit 1

Area(m2): 998.3

Unimproved Value: \$1,080,000

Year: 2023

Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

No Applications Found.

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

The information on development applications on adjacent blocks is to assist purchasers to be aware of possible nearby development activity. Please note however, it doesn't cover all development activity. Since the introduction of the Planning and Development Act 2007, a significant range of development activity can be undertaken without development approval. Exempt activities include but are not limited to, new residences, additions to residences, certain sheds, carports and pergolas etc. Information on exempt developments can be found at http://www.planning.act.gov.au/topics/design_build/da_assessment/exempt_work

LAND USE POLICIES

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

CONTAMINATED LAND SEARCH

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

ASBESTOS SEARCH

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

CAT CONTAINMENT AREAS



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

02-FEB-2024 14:42

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 2 of 2

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

TREE PROTECTION ACT 2005

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

END OF REPORT



TAX INVOICE

George Temelko
11 Gibingbell Close
OCEAN SHORES NSW 2483

Invoice Date
1 Mar 2024

Invoice Number
02740

Reference
8375

ABN
64 154 063 662

ACT Building Inspection
Services
PO Box 235
CALWELL ACT 2905

Description	Quantity	Unit Price	GST	Amount AUD
Building, Pest and Compliance Inspection Report	1.00	1,281.00	10%	1,281.00
ACTPLA Fee (plans & lodgement of EER)	1.00	169.00	GST Free	169.00
Energy Rating Report (EER) No Charge				
Refer property: 82 Hallen Close SWINGER HILL				
INCLUDES GST 10%				116.45
TOTAL AUD				1,450.00

Due Date: 28 Aug 2024

Payment terms; This account is required to be paid in full within 14 days on the earlier of:

- (a) Settlement of the property
- (b) If the property is not listed for sale within 3 months of the Property Inspection Date
- (c) If the property is no longer listed for sale
- (d) 180 days after the Property Inspection Date

Please pay by the due date into the following bank account:

Please use invoice number as reference

Account Name: ACT Building Inspection Services

BSB: 062914

Account Number: 10810121

DEFERR D PAYM NT N SETTLM NT

-X-----

PAYMENT ADVICE

Customer George Temelko
Invoice Number 02740
Amount Due **1,450.00**
Due Date 28 Aug 2024
Amount Enclosed

To: ACT Building Inspection Services
PO Box 235
CALWELL ACT 2905

Enter the amount you are paying above



**BUILDING INSPECTION REPORT
COMPLIANCE INSPECTION REPORT
TIMBER PEST INSPECTION REPORT
ENERGY RATING REPORT**

Reference: 8375

Date: 1 March 2024

Inspector: David Navarro

Prepared in accordance with AS4349.0 and AS4349.1-2007

82 Hallen Close SWINGER HILL



MASTER BUILDERS
AUSTRALIAN CAPITAL TERRITORY

Ph: 0405 795 628 | PO Box 235 Calwell, ACT, 2905

Email: info@actbis.com.au | Web: actbis.com.au

ACT Builders Lic 2012 1636 | ABN: 64154 063 662

Summary	
Building type	Single storey free standing house
Construction type	Cavity brick & Light weight cladding
Block type	Standard block
Year of construction	1987
Bedrooms	2
Bathrooms	One main bathroom
Vehicle accommodation	Single carport
Approximate Gross floor area	House - 83.04m ² Shared Carport - 16.50m ² Front Timber Deck - 8m ² Rear Timber Deck - 12m ² Store Room - 2.50m ²
Block size	215m ²
Block 4 Section 147	SWINGER HILL
Weather at time of inspection	Fine and dry
Pest report	None found, please read report in full.
Unapproved structures	No
Energy rating	1.5 Stars
Street side orientation	North

Information	
Hot water	Electric hot water system
Ceiling Insulation	R3.5 Fibreglass batts
Cooktop	Electric cooktop
Oven	Electric

Construction Details	
Floor type	Brick piers & timber floor system
Roof framing	Pre-fabricated trusses & exposed timber beams.
Roof cladding	Concrete tiles
Fascia	Timber fascia
Gutters	Metal gutter quad down pipe
Window frames	Aluminium
Note	Windows are randomly checked for correct operation however in many cases access to windows is restricted by window dressings.
Glazing	Single glazed

Definition of terms;

Good - The condition of the area inspected has no visible significant defects at the time of inspection.

Fair - The condition of the area inspected has minor defects or wear and tear at the time of inspection.

Poor - The condition of the area inspected requires repairs or replacement at the time of inspection.

Furniture

Note - Where a property is furnished at the time of the inspection, floor coverings, window treatments and stored goods may be concealing some defects.

The dwelling was not furnished at the time of inspection.

External	
External brick walls	The condition of the walls is generally good. Cracks are evident to brickwork. Visible cracking appears minor. The area/s where cracked brickwork was noted is listed on the brickwork table list.
External light weight cladding	Good condition
Windows	Good condition - roller service recommended to several window frames for smooth operation.
Site drainage	The property is situated on a block of land that appears to drain away/run off adequately.
Concrete driveway	Good condition - however several cracks noted.
Paved driveway	Good condition
Front pathways	Good condition
Front brick screen walls	Good condition
Front Timber steps & landing	Good condition
Front gates	Good condition
Rear paved pathways	Good condition
Rear brick screen walls	Good condition - 1 x brick pier has separated from the main brick wall repairs recommended.
Rear gate	Good condition
Rear Storage Room	Good condition
Fences	Good condition
Gates	Good condition

Outdoor Front Deck Area	
Deck timbers/ post/ beams/ battens	No inspection was carried out to the underside off the deck.
Deck construction	Good
Hardwood decking	Good condition - painting of the timber is an ongoing maintenance item to protect the structure from the weather elements.

Outdoor Rear Deck Area	
Deck timbers/ post/ beams/ battens	Good condition
Deck construction	Good
Hardwood decking	Good condition - painting of the timber is an ongoing maintenance item to protect the structure from the weather elements.

Sub Floor	
Floor timbers	Good condition
Bearers	Good condition
Joists	Good condition
Piers and foundation walls	Good condition
Dampness	Dry at the time of inspection.
Ventilation	Adequate
Subfloor cleanliness	There is an accumulation of debris/stored goods etc in the subfloor which ACTBIS recommend be removed. A clean and unobstructed subfloor will assist in maximising ventilation. Therefore lowering humidity levels and generally reducing the risk of timber pest infestation and significantly increases the opportunity for early detection of timber pests.

Roof Exterior	
Concrete tiled roof cladding	Concrete roof tiles are in fair condition with deterioration of the surface coating noted.
Bedding & pointing	Roof pointing is showing signs of cracking/flaking. This is typical in a residence of this age. Repainting the roof will be required in the future.
Ridges	Good condition
Valleys	Good condition
Gutters	Good condition
Downpipes	Good condition
Fascia	Fair condition - painting of the timber fascia is an ongoing maintenance item to protect the structure from the weather elements.
Eaves	Good condition
Lead flashings	Good condition
Note:	This is an opinion of the general quality and condition of the roofing material on the day of inspection. The inspector cannot and does not offer an opinion or warranty as to whether the roof leaks or may be subject to future leakage. The only way to determine whether a roof is absolutely water tight is to make observations during prolonged rainfall.

Important Notes: *Roof drainage is not tested during our inspection; therefore it is not possible to determine the integrity of the roof drainage system under all conditions.*

Electrical and Plumbing

Electrical	In regards to electrical, it should be noted that we are not electricians and any comment made is not that of a qualified electrician. ACTBIS recommend that a qualified contractor be engaged to make comment on any matter dealing with electrical issues.
Plumbing	In regards to plumbing, it should be noted that we are not plumbers and any comment made is not that of a qualified plumber. ACTBIS recommend that a qualified contractor be engaged to make comment on any matter dealing with plumbing.

Double Garage	
Gutters & downpipes	Good condition
Concrete roof tiles and	Concrete roof tiles are in fair condition with deterioration of the surface coating noted.
Bedding & pointing	Roof pointing is showing signs of cracking/flaking. This is typical in a residence of this age. Repointing the roof will be required in the future.
Walls	Good condition
Timber trusses	Good condition
Steel posts	Good condition
Floor cover	Concrete slab
Fascia	Good condition - painting of the timber fascia is an ongoing maintenance item to protect the structure from the weather elements.

Entry	
Front timber entry door & hardware	Good condition
Security screen door	Good condition
Ceiling/cornice	Good condition
Walls	Good condition
Architrave/skirting	Good condition
Floor cover	Floating floor fitted

Living Room	
Ceiling	Good condition
Walls	Good condition
Window	Good condition
Architrave/skirting	Good condition
Panel door & hardware	Good condition
Floor cover	Floating floor fitted

Dining Room	
Ceiling/cornice	Good condition
Walls	Good condition
Architrave/ skirting	Good condition
Panel door & hardware	Good condition
Floor cover	Floating floor fitted

Kitchen	
Ceiling/cornice	Good condition
Walls	Good condition
Architrave/skirting	Good condition
Aluminium sliding door & fixtures	Good condition
Kitchen floor cover	Floating floor fitted
Kitchen cupboards	Good condition
Bench tops	Good condition
Tiled splashback	Good condition
Range hood	Good condition
Sink & tap ware	Good condition

Laundry	
Ceiling/cornice	Good condition
Architrave	Good condition
Walls	Good condition
Floor cover	Floating floor fitted
Window	Good condition
Cupboards & hardware	Good condition
Tub & tap ware	Good condition

Hallway	
Ceiling/cornice	Good condition
Walls	Good condition
Architrave/skirting	Good condition
Panel door & hardware	Good condition
Floor cover	Floating floor fitted

Bedroom 1	
Ceiling/cornice	Good condition
Walls	Good condition
Window	Good condition
Architrave/skirting	Good condition
Panel door & hardware	Good condition
Cupboards & hardware	Good condition
Floor cover	Carpet laid to floor

Bedroom 2	
Ceiling/cornice	Good condition
Walls	Good condition
Window	Good condition
Architrave/skirting	Good condition
Panel door & hardware	Good condition
Cupboards & hardware	Good condition
Floor cover	Carpet laid to floor

Smoke Detectors

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

Main Bathroom	
Ceiling/cornice	Good condition
Heat light fan	Good condition
Tiled walls	Good condition
Window	Good condition
Mirror	Good condition
Vanity	Good condition
Basin & tap ware	Good condition
Shower tiled walls	Good condition
Shower screen	Good condition
Shower tiled base	Good condition
Bath & tap ware	Good condition
Dual flush toilet suite	Good condition
Floor cover	Tiles laid to floor
Panel door & hardware	Good condition
Floor Waste	Yes
Note	This is an opinion of the general quality and condition of the shower recess on the day of inspection. The inspector cannot and does not offer an opinion or warranty as to whether it may be subject to future leakage.

General access limitations	
Was the property furnished at the time of inspection? Yes	<i>Note - Where a property is furnished at the time of the inspection, floor coverings, window treatments and stored goods may be concealing some defects.</i>
External	A full inspection was carried out to the exterior.
Garage	A full inspection was carried out to the garage.
Concrete tiled roof	A full inspection was carried out to the roof top.
Subfloor	A limited inspection was carried out to the subfloor.
Roof void space	Please note: Inspection over the eaves was restricted due to low pitch and clearance. This allowed only for a limited visual inspection from a distance to be carried out, other restrictions found in the roof void, insulation and ducting flex on top of ceiling, reducing a visual inspection of the ceiling and frame timbers. Damage/defects/timber pest, it is recommended that access be gained to these areas as they may contain concealed defects.

Conclusion and Summary

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

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

The incidence of major defects in this residential building as compared with similar buildings is considered: **Typical.**

The incidence of minor defects in this residential building as compared with similar buildings is considered: **Typical.**

The overall condition of this residential building in the context of its age, type and general expectations of similar properties is: **Above Average.**

Please Note: This is a general appraisal only and cannot be relied on its own - read the report in its entirety.

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

Definitions

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

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

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

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

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

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

Important Advice

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

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

The septic tanks: Should be inspected by a licensed plumber.

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

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

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

Scope and Limitations

Important information regarding the scope and limitations of the inspection and this report: Any person that relies upon the contents of this report, does so, acknowledging that the following clauses which define the scope and limitations of the inspection form an integral part of the report.

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

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

3) This report does not and cannot make comment upon: defects that may have been concealed, the assessment or detection of defects (including rising damp and leaks) which may be subject to the prevailing weather conditions, whether or not services have been used for some time prior to the inspection and whether this will affect the detection of leaks or other defects (*eg. In the case of shower enclosures the absence of any dampness at the time of the inspection does not necessarily mean that the enclosure will not leak*'), the presence or absence of timber pests, gas-fittings, common property areas, environmental concerns, the proximity of the property to flight paths, railways, or busy traffic, noise levels, health and safety issues, heritage concerns, security concerns, fire protection, site drainage (apart from surface water drainage), swimming pools and spas (non- structural), detection and identification of illegal building work, detection and identification of illegal plumbing work, durability of exposed finishes, neighbourhood problems, document analysis, electrical installation, any matters that are solely regulated by statute, or any area(s) or item(s) that could not be examined by the inspector. Accordingly, this report is not a guarantee that defects and/or damage does not exist in any inaccessible, or partly inaccessible areas or sections of the property. (NB: Such matters may upon request, be covered under the terms of a special-purpose property report.)

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

If you are not satisfied with our response, you must within twenty-one (21) days, of your receipt of our written response refer the matter to a mediator from *The Master Builders Association*, as nominated by us. The cost of the mediator will be borne equally by both parties, or as agreed as part of the mediated settlement. Should the dispute or claim not be resolved by mediation, then the dispute or claim will proceed to arbitration. *The Master Builders Association* will appoint an arbitrator who will hear and resolve the dispute. The arbitration, subject to any directions of arbitrator, will proceed in the following manner:

- (a) The parties must submit all written submissions and evidence to the arbitrator within twenty-one (21) days of the appointment of the arbitrator; *and*
- (b) The arbitration will be held within twenty-one (21) days of the arbitrator receiving the written submissions.

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

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

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

5) Magnesite flooring disclaimer: No inspection for magnesite flooring was carried out at the property and no report on the presence or absence of magnesite flooring is provided. You should ask the owner whether magnesite flooring is present and/or seek advice from a structural engineer.

6) Asbestos disclaimer: No inspection for asbestos was carried out at the property and no report on the presence or absence of asbestos is provided. If during the course of the Inspection asbestos or materials containing asbestos happened to be noticed, then this may be noted in the *Additional Comments* section of the report. Buildings built prior to 1982 may have wall and/or ceiling sheeting and other products including roof sheeting that contains Asbestos. Even buildings built after this date up until the early 90s may contain some Asbestos. Sheeting should be fully sealed. If concerned or if the building was built prior to 1990 or if asbestos is noted as present within the property, then you should seek advice from a qualified asbestos removal expert as to the amount and importance of the asbestos present and the cost of sealing or removal. Drilling, cutting or removing sheeting or products containing Asbestos is a high risk to peoples' health. You should seek advice from a qualified asbestos removal expert.

7) Mould (mildew and non-wood decay fungi) disclaimer: Mildew and non-wood decay fungi is commonly known as mould. However, mould and their spores may cause health problems or allergic reactions such as asthma and dermatitis in some people. *No inspection for mould was carried out at the property and no report on the presence or absence of mould is provided.* If in the course of the inspection, mould happened to be noticed, it may be noted in the *Additional Comments* section of the report. If mould is noted as present within the property, or, if you notice mould and you are concerned as to the possible health risk resulting from its presence, then you should seek advice from a qualified expert.

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

9) Site drainage: The general adequacy of site drainage is not included in the Standard Property Report. Comments on surface water drainage are limited as where there has been either little or no rainfall for a period of time, surface water drainage may appear to be adequate but then during periods of heavy rain, may be found to be inadequate. Any comments made in this section are relevant only in light of the conditions present at the time of inspection.

Important Disclaimer

DISCLAIMER OF LIABILITY: No liability shall be accepted on an account of failure of the report to notify any problems in the area(s) or section(s) of the subject property physically inaccessible for inspection, or to which access for inspection is denied by or to the inspector, *(including, but not limited to, any area(s) or section(s) so specified by the report).*

DISCLAIMER OF LIABILITY TO THIRD PARTIES: Compensation will only be payable for losses arising in contract or tort sustained by the client named on the front of this report. Any third party acting or relying on this report, in whole or in part, does so entirely at their own risk. However, if ordered by a real estate agent or a vendor for the purpose of auctioning a property, then the inspection report may be ordered up to seven (7) days prior to the auction, and copies may be given out prior to the auction, and the report will have a life of fourteen (14) days, during which time it may be transferred to the purchaser. Providing the purchaser agrees to the terms of this agreement, they may rely on the report subject to the terms and conditions of this agreement and the report itself.

Note: In the ACT under the Civil Law *(Sale of Residential Property Act 2003)*, and regulations, the report resulting from this inspection may be passed to the purchaser as part of the sale process, providing it is carried out not more than three (3) months prior to listing, and is not more than six months old.

Limited liability to a purchaser within the Australian Capital Territory only: Within the Australian Capital Territory (ACT) and in accordance with the ACT Civil Law *(Sale of Residential Property Act 2003)* and regulations, a copy of the report may be attached to the contract for sale.

This Report may be attached to the contract provided that:

I. This Report must include:

the inspection date; and

the Pacific International Insurance Limited policy number, and expiry date of the professional indemnity insurance policy covering the inspector who provided the report.

2. The vendor and the purchaser are advised that within 7 days after the inspection date the following information will be given to the Territory (defined in the Act) for inclusion in a publicly available register:

the fact that this report has been prepared; and

the street address of the property inspected; and

the inspection date stated in this report; and

the name and contact details of the company, partnership or sole trader that employs the timber pest inspector who prepared the report; and

the name of the timber pest inspector who carried out the inspection.

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

the inspection was carried out not more than three months prior to the date the property named on the front of the report was first listed or offered for sale; and

the date on which the settlement took place was not more than one hundred and eighty (180) days after the inspection date; and

the report is given by the vendor to the prospective purchaser prior to exchange and prior to the expiration of any 'cooling-off period' allowed in the act; and

the purchaser completes, signs and dates the "Notice to the Purchaser" before settlement; and

the Purchaser transmits by fax, post or otherwise delivers the signed "Notice to the Purchaser" to the company, partnership or sole trader at the address shown on the front of the Report not less than four (4) days prior to the date of settlement.

NB. No reliance may be placed on the report for any contract entered into more than six months after the date of inspection.

4. The vendor and the purchaser are advised that, upon payment of a reasonable fee, the company, partnership or sole trader that employed the timber pest inspector that prepared this report, may supply a copy to any person, solicitor, company or organisation claiming to represent or be a person who has entered into a contract to buy the property.

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

WARNING: The purchaser is advised that this Report reflects the condition of the property existing at the time of the inspection **(1/03/2024)** and may not reflect the current state. It is, therefore, **ve,y strongly recommended** that you promptly arrange for another inspection and report in accordance with Australian Standard AS4349.1 to be carried out prior to the expiration of the 'cooling off period' and settlement.

This is not a compliance Report strictly in accordance with Civil Law (Sale of Residential Property) Regulations:

The report may contain copies of any approved plans, building approvals, building permit and certificates of occupancy. However, any comments made by the person who prepared the report as to whether or not, in the opinion of the inspector, the structures on the land substantially comply with the approved plans (if any) are made on the basis of a cursory glance of the plans and not upon a detailed examination. Any opinion expressed as to whether or not any building approval or approval under the *Land Planning and Environment Act J.991*, is based on the limited knowledge and belief, at the time, of the inspector. The purchaser is advised that a special purpose report is available through the inspector to advise more fully in respect to these matters. The structures may have been damaged by pests, storm, strong wind or fire or the vendor may have carried out alterations and/or additions to the property since the inspection date. The report may no longer reflect the true condition of the property. The structure(s) may no longer be in accordance with the attached plans etc. **IT IS STRONGLY RECOMMENDED** that, if the purchaser has any concerns in respect to the compliance of the structures, a special purpose report be obtained. Alternatively, the purchaser should rely upon their own enquiries.

Other Inspections and Reports

As a purchaser you may like to consider obtaining the following Inspections and Reports prior to any decision to purchase the property, so that you can be well equipped to make an informed decision. These Inspections and reports fall outside the guidelines for a Standard Property Report. All though appliances may be listed in the report, they have not been tested as this is outside the scope of the standard building inspection. Other inspections recommended to the purchaser before making their decision are;

Asbestos Inspection	Drainage Inspection	Plumbing Inspection
Electrical Inspection	Air-conditioning Inspection	Appliances Inspection
Mould Inspection	Structural (Engineer)	Alarm/Intercom/Data System
Gas fitting Inspection	Garage Door Mechanical	Hydraulics Inspection
Mechanical Services	Hazards Inspection	Fire/Chimney Inspection
Swimming pools and associated filtration and similar equipment	Durability of Exposed Surfaces	Estimating Report

Cracking of Buildings Items - Definitions

Appearance defect: Where in the inspector's opinion the appearance of the building item has deteriorated at the time of the inspection and the significance of this cracking is unknown until further information is obtained.

Serviceability defect: Where in the inspector's opinion the performance of the building item is flawed at the time of the inspection and the expected significance of this cracking is unknown until further information is obtained.

Structural defect - Where in the inspector's opinion the structural soundness of the building item has diminished at the time of the inspection and the expected significance of this cracking is unknown until further information is obtained.

Important!

Regardless of the type of crack(s) a pre-purchase building inspector carrying out, a pre-purchase inspection within the scope of a visual inspection is unable to determine the expected consequences of the cracks obtaining information regarding:

- The nature of the foundation material on which the building is resting;
- The design of the footings;
- The site landscape;
- The history of the cracks; and
- Carrying out an invasive inspection.

All of the above fall outside the scope of this pre-purchase inspection, however the information obtained from the five items above are valuable in determining the expected consequences of the cracking and any remedial work needed.

Cracks that are small in width and length on the day of the inspection may have the potential to develop over time into Structural Problems for the Home Owner resulting in major expensive rectification work been carried out.

If cracks have been identified in the report above, then A **structural engineer** is required to determine the significance of the cracking prior to a decision to purchase.

Categorisation of Cracking in Masonry		
Description of typical damage and required repair	Width limit	Damage Category
Hairline cracks	∴_0.1 mm	0
Fine cracks that do not need repair	∴_1.0 mm	1
Cracks noticeable but easily filled, doors and windows stick slightly.	∴_5.0 mm	2
Cracks can be repaired and possibly a small amount of wall will need to be replaced. Door and windows stick, service pipes can fracture. Weather-tightness often impaired.	>5.0 mm ∴_15.0 mm (or a number of cracks 3.0 mm or more in one group)	3
Extensive repair work involving breaking out and replacing sections of walls, especially over doors and windows. Door frames distort, walls lean or bulge noticeably, some loss of bearing in beams. Service pipes disrupted.	>15.0 mm ∴_25 mm but also depends on number of cracks	4

External Wall Condition

The condition of the external brick walls is generally sound. Cracks are evident to brickwork or render. Visible cracking appears minor. The area where cracked brickwork or render was noted on the day of inspection is listed below.

Brickwork Observation List			
Type	Number of bricks	Location	Width (mm)
Cracking through brick	30	External brick walls	1-5mm

Notice to the Purchaser (ACT Only)

(a) At the Exchange and prior to the 'cooling-off period' you were given an inspection report on the Property you intend purchasing. This Report reflects the condition of the property existing at the time of the inspection (1/03/2024) and may not reflect the current state. The structures may have been damaged by pests, storm, strong wind or fire or the vendor may have carried out alterations and/or additions to the property since the inspection date. The report may no longer reflect the true condition of the property. The structure(s) may no longer be in accordance with the attached plans etc. It is, therefore, **VefJ' strongly recommended** that you urgently arrange for another inspection and report in accordance with Australian Standard AS4349.1 to be carried out prior to exchange or prior to the expiration of any 'cooling off period' and prior to settlement.

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

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

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

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

Compliance Report

This is a compliance report with regard to any unapproved structures or alterations. ACT Building Inspection Services have accessed the attached Building File from *ACT Planning and Land Authority (ACTPLA)* and hold no responsibility for any inaccuracies in the building file supplied by *ACTPLA*.

Please note:

A copy of the Building File is attached to this report. To fit the file into the report the building file may have been scanned or scaled down by ACTPLA. The compliance report is based solely upon the information available from the building file which does not contain information in regards to plumbing or electrical work that has taken place since the original construction. Information in regards to the plumbing and electrical is available upon application from ACTPLA. Since we are not plumbers or electricians, we are unable to comment on those works.

Property Address: 82 Hallen Close
SWINGER HILL ACT 2606

Inspection Date: 1/03/2024

Block	Section
4	147

Approved Plan No.	Building Works	Certificate Date	Certificate No.
70656/A/B	New Townhouse 1 & 10	01/04/1987	68452

Survey Certificate Date	Drainage Plan No.
Allan J. Mail & Associates - 31/10/1986	47205 - 06/03/1987

Summary

Based on the plans and documents provided, the following dwelling has no unapproved building structures, and is compliance with ACT Regulations.

There is NO unapproved work on this property and/or building file.

All structures are approved and in compliance with ACT Regulations.

Disclaimer

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

The contents of this report are valid for a period of six months only. You should not rely on this report after six months and you should obtain a further report after three month.

Contact the inspector

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

The inspection and report was carried out and prepared by: *rf)/IJt!AlaA/lll.f}*

David Navarro

Date: 1/03/2024

Phone: 0414 079901

Visual Timber Pest Inspection & Report in accord with AS 4349.3

Account to: George Temelko

Re: Structure at: 82 Hallen Close
SWINGER HILL ACT 2606

Inspection Date: 1/03/2024

Weather Conditions at the time of the Inspection: Fine & dry

Summary Only

Important Disclaimer

- ◆ This Summary is supplied to allow a quick and superficial overview of the inspection results.
- ◆ This Summary is NOT the Report and cannot be relied upon on its own.
- ◆ This Summary must be read in conjunction with the full report and not in isolation from the report.
- ◆ If there should happen to be any discrepancy between anything in the Report and anything in this Summary, the information in the Report shall override that in this Summary.
- ◆ The Report is subject to conditions and limitations. Your attention is particularly drawn to the Clauses, Disclaimer of Liability to Third Parties, Limited Liability to a Purchaser within the Australian Capital Territory and the Notice to the Purchaser at the back of this Report.

Access

Are there any area(s) and/or sections to which access should be gained? **Yes**, read the report in full.

Timber Pest Activity

Were active subterranean termites (live specimens) found? **No**, read the report in full.

Was visible evidence of subterranean termite workings or damage found? **No**, read the report in full.

Was visible evidence of borers of seasoned timbers found? **No**, read the report in full.

Was evidence of damage caused by wood decay (rot) fungi found? **Yes**, read the report in full.

Were any major safety hazards identified? **No**, read the report in full.

Are further inspections recommended? **Yes**, read the report in full.

For complete and accurate information
Please refer to the attached complete
Visual Timber Pest Report, provided in accord with AS 4349.3.

Conditions of this inspection

Important Information Any person who relies upon the contents of this report does so acknowledging that the following clauses which define the Scope and Limitations of the inspection form an integral part of the report.

1. THIS IS A VISUAL INSPECTION ONLY in accord with the requirements of AS 4349.3 Inspection of buildings Part 3: Timber pest inspections. Visual inspection was limited to those areas and sections of the property to which reasonable access (See Definition) was both available and permitted on the date of Inspection. The inspection **DID NOT** include breaking apart, dismantling, removing or moving objects including, but not limited to, foliage, mouldings, roof insulation/sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances or personal possessions. The inspector CANNOT see inside walls, between floors, inside skillion roofing, inside the eaves, behind stored goods in cupboards, in other areas that are concealed or obstructed. The inspector DID NOT dig, gouge, force or perform any other invasive procedures. An invasive inspection will not be performed unless a separate contract is entered into. In an occupied property it must be understood that furnishings or household items may be concealing evidence of Timber Pests which may only be revealed when the items are moved or removed. In the case of Strata type properties only the interior of the unit is inspected.

2. SCOPE OF REPORT: This Report is confined to reporting on the discovery, or non discovery, of infestation and/or damage caused by subterranean and dampwood termites (white ants), borers of seasoned timber and wood decay fungi (hereinafter referred to as "Timber Pests"), present on the date of the Inspection. The Inspection did not cover any other pests and this Report does not comment on them. Dry wood termites (Family: KALOTERMITIDAE) and European House Borer (*Hyotrupes buju/us Linnaeus*) were excluded from the Inspection, but have been reported on if, in the course of the inspection, any visual evidence of infestation happened to be found. If *Cryptotermes brevis* (West Indian Dry Wood Termite) or *Hyotrupes buju/us Linnaeus* are discovered we are required by law to notify Government Authorities. If reported a special purpose report may be necessary.

3. LIMITATIONS: Nothing contained in the Report implies that any inaccessible or partly inaccessible areas or sections of the property being inspected by the Inspector on the date of the Inspection were not, or have not been, infested by Timber Pests. Accordingly this Report is not a guarantee that an infestation and/or damage does not exist in any inaccessible or partly inaccessible areas or sections of the property. Nor is it a guarantee that a future infestation of Timber Pests will not occur or be found.

4. DETERMINING EXTENT OF DAMAGE: The Report is NOT a structural damage Report. We claim no expertise in building and any inexperienced opinion we give on timber damage CANNOT be relied upon. The Report will not state the full extent of any timber pest damage. The Report will state timber damage found as 'slight', 'moderate', 'moderate to extensive' or 'extensive'. This information is not the opinion of an expert. If any evidence of Timber Pest activity and/or damage resulting from Timber Pest activity is reported either in the structure(s) or the grounds of the property, then you must assume that there may be concealed structural damage within the building(s). This concealed damage may only be found when wall linings, cladding or insulation are removed to reveal previously concealed timbers. An invasive Timber Pest Inspection (for which a separate contract is required) is strongly recommended and you should arrange for a qualified person such as a Builder, Engineer, or Architect to carry out a structural inspection and to determine the full extent of the damage and the extent of repairs that may be required. You agree that neither we nor the individual conducting the Inspection is responsible or liable for the repair of any damage whether disclosed by the report or not.

5. MOULD: Mildew and non wood decay fungi is commonly known as Mould and is not considered a Timber Pest. However, Mould and their spores may cause health problems or allergic reactions such as asthma and dermatitis in some people. No inspection for Mould was carried out at the property and no report on the presence or absence of Mould is provided. Should any evidence of Mould happen to be noticed during the inspection, it will be noted in this report. If Mould is noted as present within the property and you are concerned as to the possible health risk resulting from its presence then you should seek advice from your local Council, State or Commonwealth Government Health Department or a qualified expert such as an Industry Hygienist.

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

7. DISCLAIMER OF LIABILITY TO THIRD PARTIES: This Report is made solely for the use and benefit of the Client named on the front of this report. No liability or responsibility whatsoever, in contract or tort, is accepted to any third party who may rely on the Report wholly or in part. Any third party acting or relying on this Report, in whole or in part, does so at their own risk. For those properties in the Australian Capital Territory (ACT) this report complies with the regulations applicable to the Civil Law (Sale of residential property) Bill 2003.

NB. No reliance may be placed on the report for any contract entered into more than six months after the date of inspection.

Visual Timber Pest Inspection

Brief Description of Structures(s) Inspected

1.1 Building: Free standing house

Height: Single storey

Construction Details:

Floor: Timber floor system on brick piers

Roof: Concrete tiled

Walls: Cavity brick & Lightweight Cladding

Garaging: Single carport

Outbuilding(s): Deck/s

Fences: Brick walls

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

1.2. Areas inspected: Only structures, fences &/or trees within 50m of the building but within the property boundaries were inspected. The areas inspected were: Interior, exterior, roof void, subfloor and boundary fencing, garage, fences and grounds (posts, stumps, trees, and landscaped timbers).

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

Exterior: No access to the adjoining property prevented inspection to an external wall.

1.4. Other area(s)* to which *reasonable access* for inspection was NOT AVAILABLE and the reason(s) why include: 1.5 metres around the inside perimeter of the roof void, from the eave inwards due to the height between the ceiling joists and rafters.

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

1.5. Area(s)* in which Visual Inspection was obstructed or restricted and the reason(s) why include:

Subfloor: Visual inspection was obstructed due house hold debris and rocks.

Exterior: Behind down pipes as they were secured to the exterior cladding.

Interior: Floor coverings obstructed the visual inspection of the floor.

Roof Void: Due to the inspection being a visual seasoned timber inspection the removal of insulation was not conducted. Insulation may conceal timber pest damage/activity in the roof timbers not visible in the inspection.

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

1.6. High Risk Area(s) to which Access be gained, or fully gained, since they may show evidence of Timber Pests and/or damage: Interior, exterior, roof void and subfloor.

1.7. The property was not furnished at the time of inspection.

Where a property is furnished at the time of the inspection, then you must understand that furnishings and stored goods may be concealing evidence of timber pest activity. This evidence may only be revealed when the property is vacated. A further inspection of the vacant property is strongly recommended in this case.

Subterrean Termites

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

2.2. A termite nest was not located.

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

2.3. No evidence of subterranean termite workings and/or damage was found.

2.4. No timber damage was visible at the time of the inspection.

2.5. VERY IMPORTANT: If live termites or any evidence of termite workings or damage was reported above within the building(s) or in the grounds and fences then it must be assumed that there may be concealed termite activity and/or timber damage. This concealed activity or damage may only be found when alterations are carried out such as when wall linings, cladding or insulation are removed or if you arrange for an invasive inspection. We claim no expertise in structural engineering or building. We strongly recommend that you have a qualified person such as a Builder, Engineer, Architect or other qualified expert in the building trade determine the full extent of the damage, if any. This may require an invasive inspection. We take no responsibility for the repair of any damage, whether disclosed by this report or not. (See Terms & Limitations).

Where visual evidence of termite workings and/or damage is reported above, but no live termites were present at the time of inspection, you must realise that it is possible that termites are still active in the immediate vicinity and the termites may continue to cause further damage. It is not possible, without benefit of further investigation and a number of inspections over a period of time, to ascertain whether any infestation is active or inactive. Active termites may simply have not been present at the time of inspection due to a prior disturbance, climatic conditions, or they may have been utilising an alternative feeding source. Continued, regular, inspections are essential. Unless written evidence of a termite protection program in accord with "Australian Standard 3660" with ongoing inspections is provided, you must arrange for a treatment in accord with "Australian Standard 3660" to be carried out to reduce the risk of further attack.

No signs or evidence of a termite treatment were found.

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

2.6. A durable notice (termite management notice) was not found during the inspection.

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

2.7. General remarks: A more thorough INVASIVE INSPECTION is available. Where any current visible evidence of Timber Pest activity is found it is strongly recommended that a more invasive inspection is performed.

Borers of Seasoned Timber

3.1. No visible evidence of borers was found.

3.2. *Lyctus brunneus* (powder post beetle) is not considered a significant pest of timber. These borers only attack the sapwood of certain susceptible species of hardwood timber. Since it is a requirement under the timber marketing act 1946 that structural timbers contain no more than 25% Lyctid susceptible sapwood, these borers are not normally associated with structural damage. Also due to the need for moisture content of sapwood to be greater than 15% for it to be palatable to Lyctids, generally after approximately 10 years in service, the moisture content falls below 15% therefore the attack by Lyctid ceases. Replacement of the affected timbers is not recommended and treated is not approved.

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

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

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

Fungal Decay caused by Wood Decay Fungi

4.1 Visible evidence of wood decay fungi (wood rot) was found and located to timber fascia.

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

Conditions that are conducive to Timber Pests

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

At the time of the inspection no leaks were found.

If any leaks were reported then you must have a plumber or other building expert to determine the full extent of damage and the estimated cost of repairs.

5.2. Moisture: At the time of the inspection moisture readings were normal. High moisture readings can be caused by any one of the following: poor ventilation, ineffective drainage, leaking pipes, leaking roofs, defective flashing or by concealed termite activity. The areas of high moisture should be investigated by way of an invasive inspection. If high moisture was reported then you must have a building expert investigate the moisture and its cause and determine the full extent of damage and the estimated cost of repairs.

5.3. Drainage: Poor drainage, especially in the subfloor, greatly increases the likelihood of wood decay and termite attack. We claim no expertise in plumbing and drainage, however it appears that drainage is **adequate**.

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

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

There is no need for work to be carried out.

5.5. Ventilation: particularly in the sub-floor region it is important in minimising the opportunity for Timber Pests to establish themselves within a property. We claim no expertise in building, however, **the ventilation appears to be adequate**.

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

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

Mould was not found at the time of inspection.

5.7. Slab Edge Exposure: Where external concrete slab edges are not exposed there is a high risk of concealed termite entry. In some buildings built since July 1995 the edge of the slab forms part of the termite shield system. In these buildings an inspection zone of at least 75mm should be maintained to permit detection of termite entry. The edge should not be concealed by render, tiles, cladding, flashings, adjoining structures, paving, soil, turf or landscaping etc. Where this is the case you should arrange to have the slab edge exposed for inspection. Concealed termite entry may already be taking place but could not be detected at the time of the inspection. This may have resulted in concealed timber damage.

The slab edge inspection zone does not apply to this property.

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

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

Weep holes do not apply to this property.

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

We claim no expertise in building. However, in our opinion the termite barrier is **inadequate**. If considered inadequate a builder or other building expert should be consulted. Other physical shield systems are not visible to inspection and no comment is made on such systems.

5.10. Other areas and/or situations that appear conducive to (may attract) subterranean termite infestation: Influence by nearby areas: Large gum trees surrounding dwelling.

Uninspected areas: Uninspected areas may have present active termites and/or damage/conductive conditions for timber pests.

5.11. Comments on other conducive conditions: ACTBIS recommends the removal of timber formwork to the wet areas. Enclosed patios will allow for undetected entry of termites into the building. Enclosed pathways will allow for undetected entry of termites into the building.

OVERALL ASSESMENT OF THE PROPERTY:

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

6.2. At the time of the inspection the **DEGREE OF RISK OF SUBTERRANEAN TERMITE INFESTATION** to the overall property was considered to be **MODERATE to HIGH**.

6.3. SUBTERRANEAN TERMITE TREATMENT RECOMMENDATION: A management program in accord with AS 3660-2000 to protect against subterranean termites is considered to be Visual inspection of the dwelling and grounds for timber pests ingress and/or activity should be undertaken by a qualified pest inspector every 6-12 months, six month inspections are highly recommended by ACTBIS as early detection reduces the damage caused.

6.4. FUTURE INSPECTIONS: AS 3660.2-2000 recommends *"regular competent inspections should be carried out at least on an annual basis but more frequent inspections are strongly recommended"*. It goes on to inform that *"regular inspections will not prevent termite attack, but may help in the detection of termite activity. Early detection will allow remedial treatment to be commenced sooner and damage to be minimized"*.

Due to the degree of risk of subterranean termite infestation noted above and all other findings of this report, we strongly recommend that a full inspection and written report in accord with AS 4349.3 or AS 3660.2-2000 is conducted at this property every 12 months.

Important maintenance advice regarding pest management for protecting against timber pests:

You should read and understand the following important information. It will help explain what is involved in a timber pest inspection, the difficulties faced by a timber pest inspector and why it is not possible to guarantee that a property is free of timber pests. It also details important information about what you can do to help protect your property from timber pests. This information forms an integral part of the report.

Any structure can be attacked by Timber Pests. Periodic maintenance should include measures to minimise possibilities of infestation in and around a property. Factors which may lead to infestation from Timber Pests include situations where the edge of the concrete slab is covered by soil or garden debris, filled areas, areas with less than 400mm clearance, foam insulation at foundations, earth/wood contact, damp areas, leaking pipes, etc; form-work timbers, scrap timber, tree stumps, mulch, tree branches touching the structure, wood rot, etc. Gardens, pathways or turf abutting or concealing the edge of a concrete slab will allow for concealed entry by timber pests. Any timber in contact with soil such as form-work, scrap timbers or stumps must be removed from under and around the buildings and any leaks repaired. You should endeavour to ensure such conditions DO NOT occur around your property.

We further advise that you engage a professional pest control firm to provide a termite management program in accord with AS 3660 to minimise the risk of termite attack. There is no way of preventing termite attack. Even AS 3660 advises that *"the provision of a complete termite barrier will impede and discourage termite entry into a building. It cannot prevent termite attack Termites can still bridge or breach barriers but they can be detected more readily during routine inspections."*

Reasonable Access

Only areas to which reasonable access is available were inspected. The Australian Standard 4349.3 defines reasonable access as "areas where safe, unobstructed access is provided and the minimum clearances specified in the Table below are available or, where these clearances are not available, areas within the consultant's unobstructed line of sight and within arm's length. Reasonable access does not include removing screws and bolts to access covers." Reasonable access does not include the use of destructive or invasive inspection methods. Nor does reasonable access include cutting or making access traps, or moving heavy furniture or stored goods.

Area	Access hole	Crawl space	Height
Roof Interior	450x400mm	600 x 600	Accessible from 2.1 step ladder or 3.6 ladder place against wall.
Subfloor	500 x 400	Vertical clearance Timber floor: 400mm to bearer, joist or other obstruction. Concrete floor: 500mm	
Roof exterior			Accessible from a 3.6m ladder

A more invasive physical inspection is available and recommended

As detailed *above*, there are many limitations to this visual inspection only. With the permission of the owner of the premises we WILL perform a more invasive physical inspection that involves moving or lifting: insulation, stored items, furniture or foliage during the inspection. We WILL physically touch, tap, test and when necessary force/gouge suspected accessible timbers. We WILL gain access to areas, where physically possible and considered practical and necessary, by way of cutting traps and access holes. This style of report is available by ordering with several days' notice. Inspection time for this style of report will be greater than for a VISUAL INSPECTION. It involves disruption in the case of an occupied property, and some permanent marking is likely. You must arrange for the written permission of the owner who must acknowledge all the *above* information and confirm that our firm will not be held liable for any damage caused to the property. A price is available on request.

Concrete Slab Home

Homes constructed on concrete slabs pose special problems with respect to termite attack. If the edge of the slab is concealed by concrete paths, patios, pavers, garden beds, lawns, foliage, etc then it is possible for termites to affect concealed entry into the property. They can then cause extensive damage to concealed framing timbers. Even the most experienced inspector may be unable to detect their presence due to concealment by wall linings. Only when the termites attack timbers in the roof void, which may in turn be concealed by insulation, can their presence be detected. Where termite damage is located in the roof it should be expected that concealed framing timbers will be extensively damaged. With a concrete slab home it is imperative that you expose the edge of the slab and ensure that foliage and garden beds do not cover the slab edge. Weep holes must be kept free of obstructions. It is strongly recommended that you have a termite inspection in accordance with AS 3660.2 carried out *very* 6 to 12 months.

Subterranean Termites

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

How Termites Attack Your Home

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

Termite Damage

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

Termite barriers protect a building by forcing termites to show themselves. Termites can build mud tunnels around termite barriers to reach the timber above. The presence of termite tracks or leads does not necessarily mean that termites have entered the timber though. A clear view of walls and piers and easy access to the sub-floor means that detection should be fairly easy. However many styles of construction do not lend themselves to ready detection of termites. The design of some properties is such that they make the detection by a pest inspector difficult, if not impossible. The tapping and probing of walls and internal timbers is an adjunct or additional means of detection of termites but is not as reliable as locating tracks. The use of a moisture meter is a useful aid for determining the presence of termites concealed behind thin wall panels, but it only detects high levels of activity. Older damage that has dried out will not be recorded. It may also provide false readings. Termite tracks may be present in the ceiling space however some roofs of a low pitch and with the presence of sisalation, insulation, air conditioning ductwork and hot water services may prevent a full inspection of the timbers in these areas. Therefore since foolproof and absolute certain detection is not possible the use of protective barriers and regular inspections is a necessary step in protecting timbers from termite attack.

Borers of Seasoned Timbers

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

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

Anoium borer (furniture beetle) and Queensland pine borer

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

Lyctus borer (powder post beetle)

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

Timber Decay Fungi

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

Contact the inspector

Please feel free to contact the inspector who carried out this inspection. Often it is very difficult to fully explain situations, problems, access difficulties or timber pest activity and/or damage in a manner that is readily understandable by the reader. Should you have any difficulty in understanding anything contained within this report then you should immediately contact the inspector and have the matter explained to you. If you have any questions at all or require any clarification then contact the inspector prior to acting on this report.

The Inspection and Report was carried out by: David Navarro

Pest Management Technical Accreditation No: 3361-01

Date: 1/03/2024

Signature: *cfy 1MI CW/({}*

Notice to the Purchaser (ACT only)

(a) Prior to or on Exchange and prior to the commencement of the 'Cooling-off Period' you were given an inspection Report on the Property you intend purchasing ("the Report"). The Purchaser is advised that this Report reflects the condition of the property existing at the time of the inspection (Inspection Date) and may not reflect the current state. Timber Pests, particularly Termites, may have gained entry to the property since the Inspection Date. Termites can, in a relatively short period, cause significant damage to both structural and non-structural timbers within and around the buildings of the Property. Termites (white ants) may be difficult to detect and much of the damage caused may not be readily visible. If damage exists then it may cost thousands of dollars to repair. It is, therefore, *very* strongly recommended that you urgently arrange for another inspection and report in accordance with Australian Standard AS4349.3 to be carried out prior to exchange or prior to the expiration of any 'Cooling Off Period' and prior to settlement.

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

(c) If you fail to procure a further inspection and report as recommended in (a) and (b) or fail to obtain copies of the treatment proposal, certificates of treatment carried out, details of all repairs including copies of quotations, invoices and any other reports as recommended in (b) above, then it will be deemed that you have decided not to have a further inspection and report carried out, or to obtain copies of certificates of treatments carried out, details of all repairs including copies of quotations, invoices and any other reports and have relied upon your own enquiries and the Report knowing the possible consequences and that the condition of the property, as stated in the Report, may have changed.

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

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

Please cross out the statement below that does not apply:

The report is only an opinion of Act Building Inspection Services and is valid for one hundred and eighty (180) days from the date of inspection as per the Civil Law (Sale of Residential Property) Act. No liability will be accepted or claims considered after the expiration of this period of liability.

1. I/We have read and understood the "Limited Liability to a Purchaser within the Australian Capital Territory only" clause of the report and this *Notice to the Purchaser*. I/We have not arranged for another inspection and report in respect of the property and it is my/our intention to rely upon the findings contained in the report; or
2. I/We have arranged for another inspection of the property and report to be carried out, which I/We will use in conjunction with this Report in deciding whether to proceed with the purchase of the property; or
3. I/We have read and understood the "Limited Liability to a Purchaser within the Australian Capital Territory only" clause of the report and this Notice to the Purchaser. I/We have not arranged for another inspection and report in respect of the property and have relied on my/our own enquiries in respect of the condition of the property as at the date of settlement including any changes in the condition of the property that have taken place since the inspection date stated in the report.

Name of Inspector: David Navarro

Firm: ACTBIS - ACT Building Inspection Services

Inspection Date: 1/03/2024

Exchange Date:

Address of the Property: 82 Hallen Close
SWINGER HILL ACT 2606

Contact Details:

Full Name of the Purchaser:

Contact Address:

FirstRate Report

ACT HOUSE ENERGY RATING SCHEME

-48 Points

1.5 Stars

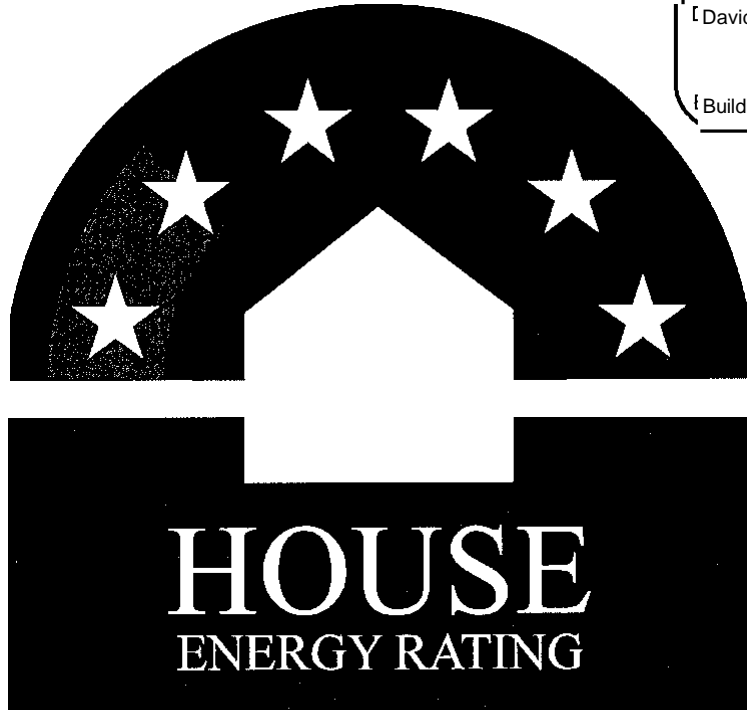
28 February 2024

David Navarro

20121345

David Navarro

Building Assessor - Class A Energy Efficiency



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

1.5 STARS

SCORE: -48 POINTS

Name: George Temelko

Ref No: 8375

House Title: Block: 4 Section: 147 Unit: 82

Date: 28-02-2024

Address: 82 Hallen Close

SWINGER HILL ACT

2606

Reference: Y:\ACTBIS EER\2024 EER'S\PH 147 004 00U 082

Total Floor Area: 83.04sqm

This rating only applies to the floor plan, construction details, orientation and climate as submitted and included in the attached Rating Summary. Changes to any of these could affect the rating.

IMPROVING YOUR RATING

The table below shows the current rating of your house and its potential for improvement.

Star Rating	POOR			AVERAGE				GOOD				V. GOOD
	0 Star	★		★ ★		★ ★ ★		★ ★ ★ ★		★ ★ ★ ★ ★		★ ★ ★ ★ ★ ★
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	-48	<div></div>										
Potential	141	<div></div>										

Incorporating these design options will add the additional points required to achieve the potential rating shown in the table Each point represents about a 1% change in energy efficiency. This list is only a guide to the range of options that could be used.

Design options	Additional points	
Change added wall insulation	R 2	26
Change added floor insulation	R 2	9
Change curtain to	Heavy Drapes & Pelmet	26

ORIENTATION

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

Current Rating	-48	★ ★
----------------	-----	-----

Largest windows in the dwelling;

Direction : North

Area: 14 m²

The table below shows the total score for the dwelling when these windows face the direction indicated.

Note that obstructions overshadowing windows have been removed from all windows in these ratings to allow better comparisons to be made between orientations.

ORIENTATION	POINT SCORE	STAR RATING
1. North	-48	★ ★
2. North East	-50	★ ★
3. East	-57	★
4. South East	-57	★
5. South	-50	★ ★
6. South West	-54	★ ★
7. West	-61	★
8. North West	-59	★

FirstRate Mode
Climate: 24

RATING SUMMARY for: Block: 4 Section: 147 Unit: 82, 82 Hallen Close, SWINGER HILL ACT

Assessor's Name- David Navarro

Net Conditioned Floor Area: 67.4 m²

Net Conditioned Floor Area: 67.4 m²				Points		
Feature				Winter	Summer	Total
CEILING				3	0	3
Surface Area: 0 \ Insulation: 3						
WALL				-25	0	-25
Surface Area: -15 Insulation: -14 Mass: 4						
FLOOR				-3	0	-3
Surface Area: 0 Insulation: -3 \ Mass: 0						
AIR LEAKAGE (Percentage of score shown for each element)				5	0	4
Fire Place	0%	Vented Skylights		0%		
Fixed Vents	0%	Windows		30 %		
Exhaust Fans	12 %	Doors		41 %		
Down Lights	0%	Gaps (around frames)		18 %		
DESIGN FEATURES				0	1	1
Cross Ventilation		1				
ROOF GLAZING				0	0	0
Winter Gain		0	Winter Loss		0	
WINDOWS				-35	-18	-53
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter Loss	Winter Gain	Summer Gain	Total
N	14	20%	-48	34	-13	-27
S	10	14%	-29	8	-5	-26
Total	24	35%	-76	42	-18	-53
* Air movement over glazing can significantly increase winter heat losses. SEAV recommends heating/cooling duct outlets be positioned to avoid air movement across glass or use deflectors to direct air away from glass.						
The contribution of heavyweight materials to the window score is -2 points				Winter	Summer	Total
JRATING	**		SCORE		-55	-18
					-48*	

* includes 25 points from Area Adjustment

Detailed House Data

House Details

ClientName	George Temelko
HouseTitle	Block: 4 Section: 147 Unit: 82
StreetAddress	82 Hallen Close
Suburb	SWINGER HILL ACT
Postcode	2606
AssessorName	David Navarro
FileCreated	28-02-2024

Climate Details

State	
Town	Canberra
Postcode	2600
Zone	24

Floor Details

ID	Construction	Sub Floor		Shared	Foil	Carpet	Ins RValue	Area
1	Timber	Enclosed	No	No	No	Float Timb	R0.0	45.0m²
2	Timber	Enclosed	No	No	No	Carp	R0.0	30.0m²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Cavity	No	R0.0	17.0m	2.4m
2	Framed: FC Sheet Clad	No	R0.5	15.3m	2.4m
3	Brick Cavity	No	R0.0	4.2m	1.0m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Attic - Standard	No	No	R3.5	53.0m²
2	Flat - Framed	No	No	R3.0	22.0m²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	N	2.0m	2.7m	No	SG	ALSTD	HB	No	0.7m	0.7m	0.1m
2	N	2.0m	2.1m	No	SG	ALSTD	HB	No	0.7m	0.7m	0.1m
3	N	2.0m	2.1m	No	SG	ALSTD	HB	No	0.7m	0.7m	0.1m
4	S	2.0m	1.8m	No	SG	ALSTD	HB	No	0.7m	0.7m	0.1m
5	S	0.9m	0.7m	Yes	SG	ALSTD	HB	No	0.7m	0.7m	0.1m
6	S	0.9m	1.5m	Yes	SG	ALSTD	HB	No	0.7m	0.7m	0.1m
7	S	0.9m	0.4m	No	SG	ALSTD	HB	No	0.7m	0.7m	0.1m
8	S	2.1m	1.8m	No	SG	ALSTD	HB	No	0.7m	0.7m	0.1m

Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
1	N	2.0m	2.7m	a.om	a.om	a.om	a.om	0.7m	0.1m	a.om	a.om
2	N	2.0m	2.1m	a.om	a.om	a.om	a.om	a.om	a.om	0.7m	0.3m
3	N	2.0m	2.1m	a.om	a.om	a.om	a.om	a.om	a.om	0.7m	2.6m

Zoning Details

Is there Cross Flow Ventilation ?	Good
-----------------------------------	------

Air Leakage Details

Location	Suburban
Is there More than One Storey ?	No

Is the Entry open to the Living Area ? Yes
Is the Entry Door Weather Stripped ? Yes
Area of Heavyweight Mass 0m²
Area of Lightweight Mass 0m²

	<u>Sealed</u>	<u>Unsealed</u>
Chimneys	0	0
Vents	0	0
Fans	1	0
Downlights	0	0
Skylights	0	0
Utility Doors	0	2
External Doors	1	0
Unflued Gas Heaters		0
Percentage of Windows Sealed		100%
Windows -Average Gap		Small
External Doors -Average Gap		Small
Gaps & Cracks Sealed		Yes

T: 1300 309 169
E: insurance@rapidsolutions.com.au
M: PO Box 550 Kotara NSW 2289
W: www.rapidsolutions.com.au

st

CERTIFICATE OF CURRENCY

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

The Insured: ACT Building Inspection Services Pty Ltd

Trading As:

Address: 19 Denovan Circuit
Calwell ACT 2905

ABN: 64 154 063 662

PARTICULARS OF INSURANCE COVER

Policy Number: AUS-24-10151

Period of Insurance: 07 January 2024 To: 07 January 2025

Limit of Professional Indemnity: \$1,000,000 in the aggregate and \$500,000 in any one claim during the period of insurance including costs and expenses.

Limit of General Liability \$5,000,000 Any one claim and in the aggregate during the period of insurance including costs and expenses ..

Sub-Limit of General Liability \$250,000 Any one claim and in the aggregate during the period of insurance.
Environmental Impairment:

Limit of Products Liability: \$5,000,000 any one claim and in the aggregate during the period of insurance including costs and expenses.

Business Activities and/or Extensions covered under this policy:

(PPI) Residential Building Inspections - AS4349.1-2007; (PPI) Timber Pest Inspections - AS4349.3-2010; Energy Rating Reports; Handyman & Maintenance Services; Other Building Inspections/Consultancy Work - AS4349.0-2007.

Issued on: 11 January 2024 11:03:52AM

This Certificate of Currency is current only at the date and time of issue.

Lessee*

Applicant's reference

rTemelko

fs375

Additional information

[

J

Is the property an ex Government residence? *

☒ Yes ☒ No ☐ Unknown

Do you want to include a Sanitary Drainage Plan? (Additional fees apply) *

☐ Yes ☒ No

Applicant declaration

As the applicant lodging this request, you are declaring: *

☒ I am the lessee/owner.

☐ I am the solicitor acting on behalf of the lessee/owner.

☐ I have authorisation from the lessee/owner.

☐ I am/act for a mortgagee in possession.

☐ I have authorisation from the solicitor representing the lessee/owner.

☐ I have authorisation from the Trustee of the deceased estate.

☐ I have authorisation for power of attorney from the lessee/owner.

Please Note:

1. Documentation confirming that you have the lessee/owner's permission is required in all instances.
2. The applicant must comply with one of the above declarations to protect any personal information relating to the lessee/owner of this lease under the provisions of the Privacy Act 1988.
3. It is an offence to make a false or misleading statement, give false or misleading information or produce a false or misleading document (see Criminal Code, pt 3.4),

Letter of authority *

8375_SIGNED_AUTHORITY.Qdf

Payment amount

[\$ 135.50

CONVEYANCING BUILDING FILE INDEX

SUBURB: PHILLIP, SECTION: 13-14-7, BLOCK: UNIT: 1 EX GOV: NO

COU ISSUED Y/N	PLAN NUMBER	FOLIO NO.	DESCRIPTION OF WORK	AMEND	DETAILS	INDEM INSUR	PERMIT NUMBER	COST OF WORKS	COU PLAN NO. & DATE	INSPECTION DATE
			UNIT FILE							
y	70656	1	TOWNHOUSE - (UNIT 6) NOWUNIT1					\$40,000		
		3					70656			
y	70656/A	9		y						
y	70656/B	10			y					
		12	FINAL							01/04/87
		13							70656+/A/B 01/04/1987	
			MAIN FILE							
		3-4	SURVEY							
		13-14	SURVEY							

Drainage Plan Number: 47205

Comments: UNIT 1 WAS ORIGINALY BUILT AS UNIT 6, BUILDING & DRAINAGE PLANS SHOW UNIT 1 AS UNIT 6

CONVEYANCING PART 2

No information is provided in respect of electrical, drainage or sewer matters and or to the location of overhead power lines or underground cables in relation to the building.

- | | <u>Yes</u> | <u>No</u> |
|---|--------------------------|--------------------------|
| 1, (a) Is this a government or ex government house? | <input type="checkbox"/> | <input type="checkbox"/> |
| (b) If yes, is there a building file with approvals on it? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2, Is there any record of incomplete building work on the building file?
If yes - file copies attached | <input type="checkbox"/> | <input type="checkbox"/> |
| 3, Are there any records on the building file of current (within 5 years) housing Indemnity insurance policies for building work? If yes - file copies attached | <input type="checkbox"/> | <input type="checkbox"/> |
| 4, Are there any records on the building file showing building applications still being processed? (Current within 3 years) If yes - file copies attached | <input type="checkbox"/> | <input type="checkbox"/> |
| 5, Are there any records on the building file in relation to loose-fill asbestos insulation? | <input type="checkbox"/> | <input type="checkbox"/> |

If available, copies of the following documents are provided:

- | | |
|--|--------------------------|
| • Certificate/s of Occupancy and Use | <input type="checkbox"/> |
| • Survey Certificates | <input type="checkbox"/> |
| • Unit Plan/Unit Entitlements (if property is unit titled) | <input type="checkbox"/> |
| • Approved Building Plans | <input type="checkbox"/> |
| • Ex- government Building Plans* | <input type="checkbox"/> |
| • Certificate of Completion of Asbestos Removal work** | <input type="checkbox"/> |

**** If YES-** this indicates that the property was part of the Loose Asbestos Insulation Program.
For more information go to the Asbestos Awareness Website - www.asbestos.act.gov.au

If requested:

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

ASBESTOS

****The ACT Government is not able to guarantee the accuracy of the information in this report.**

You should make your own enquiries and obtain reports (from a licensed Asbestos Assessor) in relation to the presence of loose fill asbestos insulation (and other forms of asbestos) on the premises. For more information go to the Asbestos Awareness Website - www.asbestos.act.gov.au

Please Note: Building approvals that have been generated via eDevelopment will be issued with a project number prefixed by the letter B. Initial building approval documentation will be identified with project number B20XXXXX only but will be referenced as B20XXXX/A on the Certificate of Occupancy and Use. Any amendments to the original approval will be issued with the project number and an alphanumeric digit. The first amendment will be identified as B20XXXX/B, the second amendment B20XXXX/C etc. Not all eDevelopment plans will be stamped with the plan number.

***Ex Government plans:** Plans are typical and not specific to each residence. There may be slight changes to the layout or window locations that were not required to be approved.

Search officer comments (if any?)

Search officer initials: MB

Cost of application: \$ 135.50

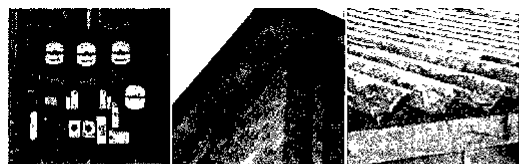
Date completed:

05/03/2024

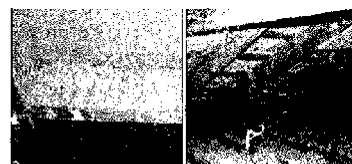
**If a home was built before 1990
it may contain dangerous asbestos material**



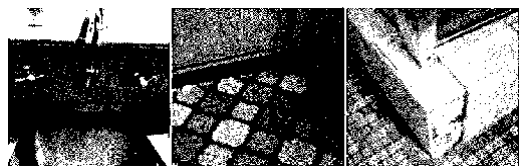
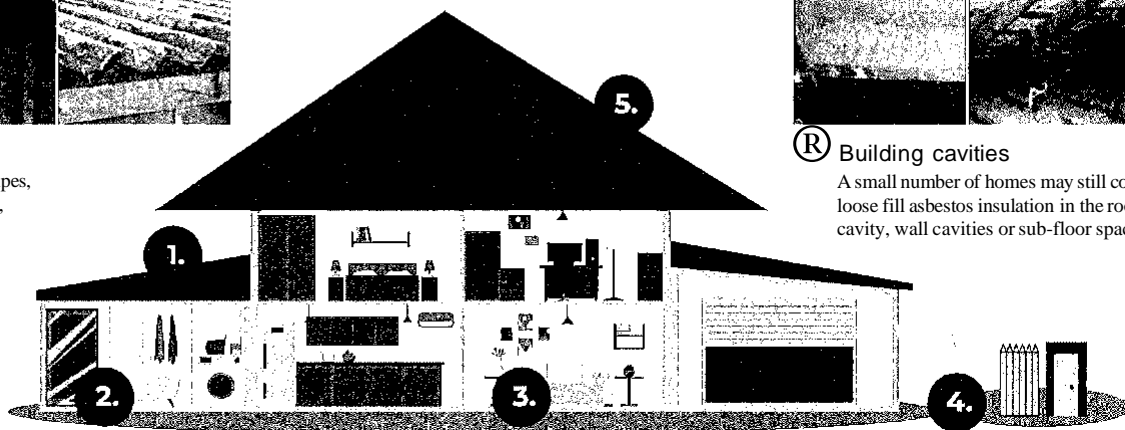
Identify where asbestos materials might be. Five common places are:



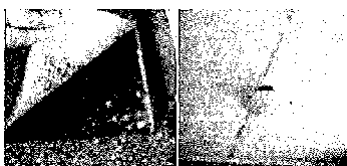
G) Exterior
roof sheeting, gutters, downpipes,
ridge capping, eaves, cladding,
electrical switchboards



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



@ Wet areas bathroom, laundry and kitchen
wall and ceiling panels, vinyl floor tiles, backing for wall tiles
and splash backs, hot water pipe insulation



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



G) Backyard
fences, sheds, garages, carports, dog kennels, buried or
dumped waste, letterboxes, swimming pools

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



Assess the risk

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

Asbestos materials become dangerous when:



Broken or in poor condition



Damaged accidentally



Disturbed during renovation or repairs



Loose fill asbestos insulation

Manage asbestos safely

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

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

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

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

CONTRACTOR

INSTALLING COMPANY:
B NOTICED INSULATION & INTERIORS PTY LTD

ABN:
80 655 695 659

CONTACT PERSON:
LOUIS

MOBILE:
0403 661363

EMAIL: info@bnoticedini.com.au

INSTALLER

NAME:
CHENG-HSUEH FENG

BUILDING TYPE:
Single Level House

ADDRESS:
85 Hallen Cl Philip ACT 2606

CERTIFICATION ID:
CII-029

PRODUCT (Ceiling)

INSULATION TYPE:
R5.0 ceiling insulation

MANUFACTURER:
CSR

TRADE NAME:
Bradford

BATCH ID:
497911

INSTALLATION DESCRIPTION

R-VALUE REQUIRED:
R5.0 (Bradford)

NET AREA INSULATED (m2)
55 m2

THICKNESS (mm):
240


Total R-value
R5.0

DATE OF COMPLETION:
10/02/24

AFFIRMATION:

I declare that the new product installed at the above site was installed in accordance with the current version of AS3999 in effect at this date.

INSTALLERS NAME & SIGNATURE:



Cheng-Hsueh, Feng

eec CERTIFIED

insulation
installer









Installation Certificate

Clarkewet Pty Ltd

(The Franchisee)

ABN 48 627 117 382 Lie. No. 332321C

6 Mullins Place,
Gowrie ACT 2904

The Franchisee (Installer) has entered into an agreement with the Customer to undertake the Work. The Franchisee operates as an independent business. Wet-seal Management Pty Ltd (ACN 002 756 087) is the Franchisor (Seller) and collecting agent of the Franchisee. Once the Franchisee has installed the membrane, it is the Customer's responsibility to cover it to protect against damage or ultra-violet degradation. Any products or covering installed over a Wet-seal Installation must be compatible and must comply with relevant NCC and/ or Australian standards as selected, otherwise the warranty will be void. Any unauthorised alteration will void this certificate.

Customer:

George Temeklo
82 Hallen Close
PHILLIP ACT 2606

Ref #:OC4442

Job Date: 12/12/2023

Installation Address:

82 Hallen Close
PHILLIP ACT 2606

7 Years Guarantee.

Installations ('Work'):

Area:	Location:	Shower Type:	Bath Type:	Notes:
ENSUITE Floor Stepped Down Full Floor Wall/Floor Flashings Door Angle Installed	Ground Floor	FRAMELESS Shower Wall Tanked Soap Box/Niche Waterstop Angle Fitted Window		System: IS 520 Enviro-coat

Greg Clarke - authorised signatory for and on behalf of the Wet-seal Franchisee.

THIS CERTIFICATE given by the Franchisee confirms that: (a) the Work was installed at the site: "Installation Address" and (b) that the work has been undertaken by the Franchisee to the Seller's specifications; and (c) that the waterproofing systems/materials used in the Works; (i) for internal works comply with AS/NZS 4858-2004, National Construction Code (NCC) 2019 Volume 2 section 3.8.1, and AS 3740-2010, Amdt.-2102, and BRANZ Appraisal 1153, and (ii) for external works comply with; AS 4654.1-2012, AS 4654.2-2012, and BRANZ Appraisal 1125, or (iii) works comply with an approved BCA performance solution where applicable. For applications for construction approval from 1st May 2023, the waterproofing internal works will either comply with NCC 2022 volume two, or AS3740-2021 as instructed.



Installation Certificate - Selected Terms & Conditions

DEFINITIONS

COLLECTING AGENT means the Seller, who has been appointed (pursuant to an agreement between Seller and Installer) to collect monies owed by the Customer to the Installer.

CUSTOMER means the individual or entity that buys or agrees to buy Goods and Services from the Seller and Installer.

CONTRACT means the contract between the Installer and the Customer for the sale and purchase of Goods and Services incorporating these Terms and Conditions. The Contract may be either verbal or written.

FRANCHISEE means an independent person or entity who has entered into a Franchise Agreement with the Seller (the Franchisor) to provide Services to Customers.

GOODS means a range of waterproofing membranes and such other goods as determined by the Seller from time to time, combined with a system of installation for those Goods.

INSTALLATION means the particular waterproofing membrane and/or such other goods that have been installed by the Installer at a particular Site for a particular Customer.

INSTALLER means the person or entity who carries out the Services as a Franchisee.

MAJOR FAILURE means a failure as defined by Australian Consumer Law.

SELLER means Wet-seal Management Pty Ltd, the independent franchisor of the Wet-seal Franchise System operating in Australia.

SERVICES means the installation of waterproofing and such other goods that have been developed by the Seller and are installed by the Installer.

TERMS AND CONDITIONS means the terms and conditions of sale set out in this document, and any further special terms and conditions agreed in writing between the parties.

WARRANTY PERIOD means the period for which the Seller guarantees the Goods, and the Installer guarantees the Services. The Warranty Period will be 7 (seven) years unless otherwise stated in the Installation Certificate.

CONDITIONS

The provisions of the Australian Consumer Law shall prevail over the provisions of these Terms and Conditions, should there be any conflict. These Terms and Conditions shall apply to all Contracts for the sale of Goods and/or provision of Services by the Installer to the Customer, and shall prevail over any other documentation or communication from the Customer.

Acceptance of delivery of the Goods and Services shall be deemed conclusive evidence of the Customer's acceptance of these Terms and Conditions.

ORDERING, PRICE AND PAYMENT

The Services are only available for purchases of Goods supplied by the Seller and installed by the Installer.

All orders for Goods and Services shall be deemed to be an offer by the Customer to purchase the Goods and Services pursuant to these Terms and Conditions and are subject to acceptance by the Installer. The Installer may choose not to accept an order for any reason.

An estimate of a price for the supply of the Goods and Services may be provided by the Installer. Due to the complexity and variability of the Services the Installer's price estimate is usually an approximation and should not be considered to be a firm or exact quotation.

Terms: Full payment is due and payable by the Customer to the Collecting Agent on completion of the Services unless the Installer gives prior approval of terms, in which case full payment is required by the 14th day of the month following the invoice date.

If the Customer fails to pay any amount due under these Terms and Conditions within a period of sixty days from the date on which payment becomes overdue, the Collecting Agent may report the payment default to a credit-reporting/collecting agency and add the collection costs to the amount owed by the Customer.

GOODS AND SERVICE WARRANTY

The Australian Competition and Consumer Act (2010) (including the Australian Consumer Law) as well as other laws in state jurisdictions guarantee certain conditions, warranties and undertakings, and give Customers other legal rights, in relation to the quality and fitness for purpose of Wet-seal products and workmanship sold in Australia.

Wet-seal Goods and Services come with guarantees that cannot be excluded under the Australian Consumer Law. The Consumer is entitled to a replacement or refund for a major failure and for compensation of any other loss or damage. The Consumer is 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. What constitutes a major failure is set out in the Australian Consumer Law.

Nothing in this Warranty purports to modify or exclude the conditions, warranties and undertakings, and other legal rights, under the Australian Competition and Consumer Act (2010) and other laws. This Warranty gives the Customer additional protection for their Wet-seal product and the workmanship involved in its installation, and identifies a preferred approach to resolving warranty claims which will be the quickest and simplest for all parties, subject to the exclusions, terms and conditions herein.

The Goods and Services are covered by a Warranty. The Period of the Warranty is shown on the Installation Certificates and the Warranty will commence on the date of completion of the Services. The Warranty that applies to the Goods is the responsibility of the Seller. The Warranty that applies to the Services is the responsibility of the Installer.

The Seller shall be required to rectify free of charge any failure of the Goods, and subsequent damage caused as a result of the failure, during the warranty period. The Installer shall be required to rectify free of charge any failure of the Services, and subsequent damage caused as a result of the failure, during the warranty period.

Because of the nature of the Goods and Services it is often the case that additional materials (tiles, etc.) have been fixed over the top of the Goods. The Customer acknowledges that in most cases it will be necessary for the Installer to remove some or all of such covering materials in order to determine the specific cause of the failure of the Goods or Services.

The Customer also acknowledges that upon removal of the covering materials it may be

determined that the cause of the Goods and Services failing to perform their intended purpose may be as a result of some damage to the integrity of the Goods and Services caused subsequent to the installation of the Goods and Services by a third party.

In the event that the Seller or Installer, while determining the cause of the failure of the Goods or Services, determines that the cause of the failure was due to something or someone other than any problem with the quality and effectiveness of the Goods or the proper provision of the Services, neither the Seller or Installer will be liable for any repairs, replacements, refunds, or compensation for any loss or damage under the Warranty.

In the circumstances described above the Customer will pay the Seller and/or the Installer the cost of providing such services as were required to determine the actual cause of the failure, and the Seller and/or Installer will not be responsible for the replacement of any covering materials.

In the event that it is determined that the circumstances described above apply, the Seller and/or Installer will provide the Customer with an estimate of the cost of repair of the Goods and Services, and in the event that the Customer requests the Seller or Installer to undertake the repairs, then the Customer accepts full responsibility for the payment to the Seller for the cost of such repairs.

Because of the susceptibility of the Installation to damage by third parties or by exposure to the sunlight or weather after installation (as described in Limitation of Liability), the Seller and/or the Installer reserve the right to inspect the Installation to investigate causation if a claim under the Warranty has been made.

If a claim has been made under the Warranty, and the Claimant/Customer:

has failed to advise the Seller or Installer in writing of the failure of the Goods or Services within a reasonable time (that is, within 30 days of becoming aware of said failure) thereby impeding the Seller and/or Installer from properly and expeditiously investigating the failure, or undertakes any non-urgent or non-essential repairs to the Installation that may destroy evidence of causation or may impede subsequent investigation by the Seller or the Installer, or refuses to allow the Seller or the Installer reasonable and timely access to the site (that is, within 30 days of advising the Seller or the Installer of said failure) to investigate causation of the failure,

then the Warranty is void, and neither the Seller nor the Installer will be liable for any repairs under the Warranty.

LIMITATION OF LIABILITY

All terms, conditions or warranties that may be implied into these Terms and Conditions - statutory or otherwise, relating to the supply of the Goods and Service are excluded to the fullest extent permitted by law.

The Customer acknowledges that he/she is aware that the waterproof membrane (if such has been installed) is UV-sensitive and requires covering with paint, tiles or some other recommended material within eight weeks of installation to prevent degradation. The warranty is void if the membrane is not so covered within eight weeks of installation. The membrane is NOT trafficable or weatherproof unless it is protected appropriately immediately after installation. Should damage be incurred as a result of the actions or omissions of any third party (such as, but not limited to, piercing of the membrane by other builders or tradesmen) or by destructive weather conditions (such as, but not limited to, piercing of the membrane by hail or wind-blown objects) the warranty is void. The liability of the Seller or Installer for breach of any term, condition or warranty or under any remedy implied by law (which cannot be excluded) will be:

limited (if permitted by law) at the option of the Seller to the repair or re-supply of the Service or the payment of the cost of having the Service re-supplied; and reduced to the extent that such liability is caused by negligent acts or omissions by the Customer, or a breach by the Customer of these Terms and Conditions.

The Seller and/or Installer do not have any liability to the Customer or to any other person for:

the acts or omissions of any other entity, including any third party; faults or defects in the Goods or Services which are caused by the conduct of the Customer or any third party; any loss of revenue, profits or anticipated savings, loss of data, loss of bargain, other economic loss of any kind, damage to reputation or for any form of indirect or consequential loss, or special or penalty damages, whether in respect of negligence or other tort, breach of contract, equity or otherwise, arising out of or in connection with the provision of the service or these Terms and Conditions.

STANDARDS

All work undertaken by the Installer with respect to external applications (such as decks and planter boxes) must comply with Australian Standard AS4858 and AS4654.2. All work undertaken by the Installer with respect to internal applications (such as bathrooms, laundries and soapboxes) must comply with either the Australian Standard AS4858 and AS3740 OR must comply with the National Construction Code (NCC) of Australia (incorporating the Building Code of Australia (BCA)).

Tiling and adhesives - all tiling is the responsibility of the Customer and should be undertaken in accordance with Australian Standard AS 3958.1 (with respect to tiling procedures) and AS 4992.2 (with respect to adhesives). Customers should consult Wet-seal's web site for information on adhesive compatibility with Wet-seal product (which can be found online at www.wet-seal.com.au). The Seller may advise on suitable adhesives but is not responsible for the standard of tiling or the choice of adhesive.

The above (abridged) terms and conditions form part of the full Terms and Conditions that can be found on the Wet-seal website:
<http://www.wet-seal.ws>