

Contract for the sale and purchase of land - 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	VALLEY ESTATE AGENTS PTY LTD 1st Floor 444a High Street Maitland NSW 2320 Email: sales@lvalleyestateagents.com.au	phone 4934 190 mob 0439 623 933 ref Alana Barker
co-agent	Not Applicable	
vendor		
vendor's solicitor		

date of completion 42nd day after the contract date (clause 15)
 Land (address, plan details and title reference) **33 MORAN PARKWAY, NORTH ROTHBURY NSW 2335**
 Registered Plan: Lot 1932 in Deposited Plan 1263649
Folio Identifier 1932/1263649

improvements VACANT POSSESSION subject to existing tenancies
 HOUSE garage carport home unit carspace storage space
 none other:
 attached copies documents in the List of Documents as marked or numbered:
 other documents:

A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.

inclusions	<input type="checkbox"/> air conditioning	<input type="checkbox"/> curtains	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds	<input type="checkbox"/> dishwasher	<input type="checkbox"/> Internet/TV receiver	<input checked="" type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input type="checkbox"/> EV charger	<input type="checkbox"/> light fittings	<input type="checkbox"/> solar power battery
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> pool equipment	<input checked="" type="checkbox"/> stove
	<input type="checkbox"/> clothes line	<input type="checkbox"/> other:		
exclusions				
purchaser				
purchaser's			phone	
<input type="checkbox"/> solicitor			fax	
<input type="checkbox"/> conveyancer	email:		ref	
price	\$			
deposit	\$			(10% of the price, unless otherwise stated)
balance	\$			
contract date				(if not stated, the date this contract was made)

Where there is more than one purchaser JOINT TENANTS
 tenants in common in unequal shares

~~GST AMOUNT (optional) The price includes GST of \$~~

buyer's agent

Note: Clause 20.15 provides "Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked."

SIGNING PAGE

VENDOR	PURCHASER												
<p>Signed by</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>												
VENDOR (COMPANY)	PURCHASER (COMPANY)												
<p>Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <p>_____ Signature of authorised person</p> </td> <td style="width: 50%; border: none;"> <p>_____ Signature of authorised person</p> </td> </tr> <tr> <td style="border: none;"> <p>_____ Name of authorised person</p> </td> <td style="border: none;"> <p>_____ Name of authorised person</p> </td> </tr> <tr> <td style="border: none;"> <p>_____ Office held</p> </td> <td style="border: none;"> <p>_____ Office held</p> </td> </tr> </table>	<p>_____ Signature of authorised person</p>	<p>_____ Signature of authorised person</p>	<p>_____ Name of authorised person</p>	<p>_____ Name of authorised person</p>	<p>_____ Office held</p>	<p>_____ Office held</p>	<p>Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <p>_____ Signature of authorised person</p> </td> <td style="width: 50%; border: none;"> <p>_____ Signature of authorised person</p> </td> </tr> <tr> <td style="border: none;"> <p>_____ Name of authorised person</p> </td> <td style="border: none;"> <p>_____ Name of authorised person</p> </td> </tr> <tr> <td style="border: none;"> <p>_____ Office held</p> </td> <td style="border: none;"> <p>_____ Office held</p> </td> </tr> </table>	<p>_____ Signature of authorised person</p>	<p>_____ Signature of authorised person</p>	<p>_____ Name of authorised person</p>	<p>_____ Name of authorised person</p>	<p>_____ Office held</p>	<p>_____ Office held</p>
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<p>_____ Name of authorised person</p>	<p>_____ Name of authorised person</p>												
<p>_____ Office held</p>	<p>_____ Office held</p>												

Choices

Vendor agrees to accept a **deposit-bond** NO yes

Nominated Electronic Lodgment Network ELN (clause 4) PEXA

Manual transaction (clause 30) NO yes

(if yes, vendor must provide further details, including any applicable exception, in the space below):

Parties agree that the deposit be invested (clause 2.9) NO yes

Tax information (the parties promise this is correct as far as each party is aware)

Land tax is adjustable NO yes

GST: Taxable supply NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply NO yes

This sale is not a taxable supply because (one or more of the following may apply) the sale is:

- not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- GST-free because the sale is the supply of a going concern under section 38-325
- GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
- input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make a **GSTRW payment:** NO yes (if yes, vendor must provide further details)
(GST residential withholding payment)

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

GSTRW payment (GST residential withholding payment) – further details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment:**

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate): \$

Amount must be paid: AT COMPLETION at another time (specify):

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):

List of Documents

<p>General</p> <p><input checked="" type="checkbox"/> 1 property certificate for the land</p> <p><input checked="" type="checkbox"/> 2 plan of the land</p> <p><input type="checkbox"/> 3 unregistered plan of the land</p> <p><input type="checkbox"/> 4 plan of land to be subdivided</p> <p><input checked="" type="checkbox"/> 5 document to be lodged with a relevant plan</p> <p><input type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</p> <p><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</p> <p><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location print)</p> <p><input type="checkbox"/> 9 sewer lines location diagram (sewer service diagram)</p> <p><input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit a prendre, restriction on use or positive covenant disclosed in this contract</p> <p><input type="checkbox"/> 11 <i>planning agreement</i></p> <p><input type="checkbox"/> 12 section 88G certificate (positive covenant)</p> <p><input type="checkbox"/> 13 survey report</p> <p><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></p> <p><input checked="" type="checkbox"/> 15 occupation certificate</p> <p><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 17 other document relevant to tenancies</p> <p><input type="checkbox"/> 18 licence benefiting the land</p> <p><input type="checkbox"/> 19 old system document</p> <p><input type="checkbox"/> 20 Crown purchase statement of account</p> <p><input type="checkbox"/> 21 building management statement</p> <p><input type="checkbox"/> 22 form of requisitions</p> <p><input type="checkbox"/> 23 <i>clearance certificate</i></p> <p><input type="checkbox"/> 24 land tax certificate</p> <p>Home Building Act 1989</p> <p><input type="checkbox"/> 25 insurance certificate</p> <p><input type="checkbox"/> 26 brochure or warning</p> <p><input type="checkbox"/> 27 evidence of alternative indemnity cover</p> <p>Swimming Pools Act 1992</p> <p><input type="checkbox"/> 28 certificate of compliance</p> <p><input type="checkbox"/> 29 evidence of registration</p> <p><input type="checkbox"/> 30 relevant occupation certificate</p> <p><input type="checkbox"/> 31 certificate of non-compliance</p> <p><input type="checkbox"/> 32 detailed reasons of non-compliance</p>	<p>Strata or community title (clause 23 of the contract)</p> <p><input type="checkbox"/> 33 property certificate for strata common property</p> <p><input type="checkbox"/> 34 plan creating strata common property</p> <p><input type="checkbox"/> 35 strata by-laws</p> <p><input type="checkbox"/> 36 strata development contract</p> <p><input type="checkbox"/> 37 strata management statement</p> <p><input type="checkbox"/> 38 strata renewal proposal</p> <p><input type="checkbox"/> 39 strata renewal plan</p> <p><input type="checkbox"/> 40 leasehold strata – lease of lot and common property</p> <p><input type="checkbox"/> 41 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 42 plan creating neighbourhood property</p> <p><input type="checkbox"/> 43 neighbourhood development contract</p> <p><input type="checkbox"/> 44 neighbourhood management statement</p> <p><input type="checkbox"/> 45 property certificate for precinct property</p> <p><input type="checkbox"/> 46 plan creating precinct property</p> <p><input type="checkbox"/> 47 precinct development contract</p> <p><input type="checkbox"/> 48 precinct management statement</p> <p><input type="checkbox"/> 49 property certificate for community property</p> <p><input type="checkbox"/> 50 plan creating community property</p> <p><input type="checkbox"/> 51 community development contract</p> <p><input type="checkbox"/> 52 community management statement</p> <p><input type="checkbox"/> 53 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 54 document disclosing a change in a development contract or management statement</p> <p><input type="checkbox"/> 55 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 56 information certificate (strata)</p> <p><input type="checkbox"/> 57 information certificate (association)</p> <p><input type="checkbox"/> 58 document relevant to an exclusive supply network</p> <p><input type="checkbox"/> 59 disclosure statement – off the plan contract</p> <p><input type="checkbox"/> 60 other document relevant to off the plan contract</p> <p>Other</p> <p><input type="checkbox"/> 61 Other: Not Applicable</p>
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HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

- 1** This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.
- 2** **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
 - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
 - (b) in any other case—the fifth business day after the day on which the contract was made.
- 3** There is **NO COOLING OFF PERIOD**—
 - (a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or
 - (b) if the property is sold by public auction, or
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
 - (d) if the contract is made in consequence of the exercise of an option, other than an option that is void under the Act, section 66ZG.
- 4** A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5** The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

DISPUTES

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

AUCTIONS

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

WARNINGS

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

Australian Taxation Office County Council Department of Education Department of Planning, Housing and Infrastructure Department of Primary Industries and Regional Development Electricity, gas and telecommunications Homes NSW	Local Council Local Land Services NSW Fair Trading NSW Public Works Owner of adjoining land Privacy Subsidence Advisory NSW Transport agencies Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. If a payment is not made on time, interest and penalties may be incurred. More information is available from Revenue NSW.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. The purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the Australian Taxation Office.
13. From 1 July 2026, estate agents, solicitors, licensed conveyancers and other professions who provide a designated service will have regulatory obligations under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) regime. These new obligations include customer due diligence and reporting to AUSTRAC. More details are available from AUSTRAC.

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

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

- 1.1 In this contract, these terms (in any form) mean –
- | | |
|-------------------------------|---|
| <i>adjustment date</i> | the earlier of the giving of possession to the purchaser or completion; |
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>authorised Subscriber</i> | a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8; |
| <i>bank</i> | the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union; |
| <i>business day</i> | any day except a bank or public holiday throughout NSW or a Saturday or Sunday; |
| <i>cheque</i> | a cheque that is not postdated or stale; |
| <i>clearance certificate</i> | a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion; |
| <i>completion time</i> | the time of day at which completion is to occur; |
| <i>deposit-bond</i> | a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> ● the issuer; ● the expiry date (if any); and ● the amount; |
| <i>depositholder</i> | vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent); |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>document of title</i> | document relevant to the title or the passing of title; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ; |
| <i>FRCGW percentage</i> | the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (15% as at 1 January 2025); |
| <i>FRCGW remittance</i> | a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ; |
| <i>GST Act</i> | A New Tax System (Goods and Services Tax) Act 1999; |
| <i>GST rate</i> | the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000); |
| <i>GSTRW payment</i> | a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>); |
| <i>GSTRW rate</i> | the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not); |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>legislation</i> | an Act or a by-law, ordinance, regulation or rule made under an Act; |
| <i>manual transaction</i> | a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ; |
| <i>normally</i> | subject to any other provision of this contract; |
| <i>participation rules</i> | the participation rules as determined by the <i>ECNL</i> ; |
| <i>party</i> | each of the vendor and the purchaser; |
| <i>property</i> | the land, the improvements, all fixtures and the inclusions, but not the exclusions; |
| <i>planning agreement</i> | a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; |

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 20 of the Swimming Pools Regulation 2018).

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Sign*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
- 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
- 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
- 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
- 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a *party* *serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7* days of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and *populate* an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW 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*.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 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 –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within 14 days* after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within 1 month* of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within 3 months* after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within 14 days* after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

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

12 Certificates and inspections

The vendor must do whatever is reasonably necessary to enable the purchaser, subject to the rights of any tenant –

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

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7), the *party* must adjust or pay on completion any GST added to or included in the expense, but –
- 13.3.1 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.2 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion**• Vendor**

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- Purchaser**
- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's* *solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's* *solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's* *solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's* *solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by email or fax to the *party's* *solicitor*, unless in either case it is not received;
 - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's* *solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development contract or management statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s174 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do whatever is reasonably necessary to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event, but does not apply to an event to which clause 28 applies.
 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
 29.7 If the *parties* can lawfully complete without the event happening –
 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and
 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
 • either *party* *serving* notice of the event happening;
 • every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 • the end of the time for the event to happen.

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

30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
 - 32.3.2 the claim for compensation is not a claim under this contract.

33 MORAN PARKWAY NORTH ROTHBURY NSW 2033

ADDITIONAL PROVISIONS:

33. AMENDMENTS TO PRINTED FORM OF CONTRACT

The purchaser agrees and accepts that the printed contract is amended as follows:

- (a) Clause 7.1.1 "5%" is changed to "1%"
- (b) Clause 8.1 the words "on reasonable grounds" are deleted
- (c) Clause 14.4.2 is deleted
- (d) Clause 20.6.5 delete the words "or fax"
- (e) Clauses 23.13 - 23.15 are deleted and the following paragraph inserted in lieu thereof:

"The vendor need not supply to the purchaser an information certificate. The purchaser shall be responsible for obtaining the certificate at his or her own expenses. The vendor hereby provides authority for the purchase to obtain such certificate."

34. TOTAL AGREEMENT

The purchaser acknowledges that all representations, warranties or statements made by or on behalf of the vendor in this transaction have merged in this Contract and this is the total agreement between the parties. Neither party shall be entitled to rely on or allege any other agreement, document or representation as forming part of this Contract or as going towards inducing the purchaser to enter into this Contract.

35. STATE OF REPAIR

The property and any fittings, fixtures and improvements are sold as is and the purchaser has been given opportunity to inspect the property and obtain building inspection reports or any other expert inspections and reports concerning the property and the land including any report in relation to contamination by asbestos or any other contaminant in the building or other structure or on or in the land. The purchaser shall make no objection, requisition or claim for compensation in respect of any contamination or defect, either latent or patent in the land, the building, improvements or fittings comprised in the property.

36. DEATH BANKRUPTCY LIQUIDATION OR MENTAL ILLNESS

Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity if this Special Condition had not been included herein should either party (or any one of the persons included in the expression "either party") prior to completion:-

- i. die or become mentally ill, then either party or representative of a deceased party may rescind this contract by notice in writing forwarded to the solicitor named as the party's Solicitor in this contract and thereupon this contract shall be at an end and the provisions of Clause 19 of the printed contract shall apply; or
- ii. be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or being a company resolve to go into liquidation or have a petition for the winding up of either party presented or enter into any

scheme or arrangement with its creditors under the Corporations Law or should any liquidator or receiver or Official Manager be appointed in respect of either party then that party shall be deemed to be in default hereunder entitling the other party to rescind the contract and Clause 19 of the printed contract shall apply to such rescission.

37. EXISTING SERVICES

The purchaser shall take title subject to all existing services, including any joint services or services passing through or under adjoining land without easement and the purchaser shall not make any objection, requisition or claim for compensation nor be entitled to rescind or fail to complete this contract by reason of any such installations as aforesaid and the purchaser shall be deemed to have satisfied himself as to the position and nature of such installations by virtue of having signed this contract. The purchaser accepts the condition and repair of such services as they exist as at the date of completion.

38. CAVEATS AND/OR MORTGAGES ON TITLE

The purchaser shall on settlement accept a discharge of any mortgage, withdrawal of caveat, surrender of lease and/or discharge of any other registered encumbrance whether disclosed or not disclosed by the title or the contract as at the date hereof, together with an allowance for the appropriate registration fee and the purchaser shall not require registration thereof prior to settlement.

39. COMPLETION

Completion of this contract shall take place at the expiration of forty two (42) days from the date hereof (such date being called "the intended completion date"). Should this contract not be completed by the intended completion date then either party may require the other party to complete this contract by giving to that party fourteen (14) days notice to complete this contract and in this respect time shall be of the essence. IN THE EVENT that settlement does not take place on or before the intended completion date and such delay is caused through no fault of the vendor, the purchaser shall pay to the vendor on settlement Interest on the balance of purchase money at the rate of 10% per annum from the intended completion date to settlement. The parties agree that fourteen (14) days is a reasonable time for a notice to complete so as to make time of the essence under this contract.

40. PURCHASER'S STATUTORY RIGHTS

The vendor agrees that no term in this contract shall reduce or cut down the rights conferred upon the purchaser by any law or Act or regulation which in its terms preclude the vendor from excluding or refusing such rights of the purchaser and both parties agree that where any term of this contract expressly or by implication will have that effect, then that term shall be completely void and severed from the contract in that respect but otherwise the contract shall be valid and effectual, and that all other terms of this contract shall remain valid and enforceable and all provisions and terms shall be read in this manner.

41. INDEMNITY FOR AGENT'S COMMISSION

The purchaser warrants that he has not been introduced to the vendor or to the property by the activities or information of any person, firm or company which may be entitled to charge a commission in respect of the sale of the property other than the agent referred to in this contract. Should it be found either before or after completion that the purchaser has been so introduced, then the purchaser will indemnify and keep indemnified the vendor from and

against any such claim for commission and will pay to the vendor on demand such sum as the vendor may be liable to pay by reason of such claim including any costs the vendor may incur. The vendor warrants that he has not entered into any exclusive agency Contract with any agent other than that named herein. This clause shall not merge on completion.

42. ADJUSTMENTS

The parties agree to adjust all usual outgoings and all amounts under the contract on settlement, but if any amount is incorrectly calculated, overlooked or an error is made in such calculations the parties agree to correct such error and to reimburse each other accordingly after settlement. This clause shall not merge on completion.

43. RELEASE OF DEPOSIT

The purchaser shall upon request of the vendor and for the purpose of the vendor purchasing real estate in New South Wales or for the payment of stamp duty on property purchased in New South Wales release the deposit to the vendor provided that such deposit is paid by the vendor to the Office of State Revenue or into the trust account of a solicitor or real estate agent in relation to the vendor's purchase of such real estate and not further released.

44. DEMAND, CLAIM, OBJECTION OR REQUISITION BY PURCHASER

The parties agree that any claim for compensation, objection, requisition or demand for repairs to the property shall be deemed a requisition under Clause 8 of the printed contract and the vendor reserves the right to rescind this contract by compliance with the provisions of Clause 8 of the printed contract.

45. FOREIGN ACQUISITIONS AND TAKEOVERS ACT, 1975

In addition to Clause 22 the purchaser warrants to the vendor that:-

- i. he is not a foreign person for the purposes of the Foreign Acquisitions and Takeovers Act, 1975 and that approval of his purchase of the property is not required pursuant to that Act; or alternatively;
- ii. he has obtained approval to his purchase of the property pursuant to the said Act.

IN THE EVENT of a breach of the warranty contained in this special condition the purchaser will indemnify and compensate the vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the vendor as a consequence thereof. This warranty and indemnity shall not merge on completion.

46. VENDOR'S DISCLOSURE

The vendor discloses that the following additions have been made to the property. These improvements were not Council approved and are disclosed for the purposes of Clause 10.1.9 of the contract and for the purposes of exemption from the statutory warranties otherwise imposed on the vendor.

NIL

The purchaser shall raise no objection, requisition, claim for compensation nor delay settlement as a result of the matters disclosed in this special condition.

47. FINANCE

The purchaser confirms and warrants to the vendor that either credit is not required to pay for the property or that the purchaser has obtained approval for credit to finance the purchase of the property on terms which are reasonable to the purchaser. The purchaser acknowledges that as a consequence of the foregoing disclosure and warranty, the purchaser cannot terminate the contract. This clause shall operate after the expiration of the cooling off period, if any.

48. WATER AND SEWERAGE INFRASTRUCTURE AND DRAINAGE DIAGRAM

- (a) Annexed hereto is correspondence from Huntlee Water Pty Ltd who on behalf of Flow Systems Pty Ltd are the independent operators of the drinking water recycled water and sewerage (wastewater) infrastructure for the development of which the property referred to in this contract forms part. The purchaser shall raise no objection requisition claim for compensation nor delay settlement as a result of any matter raised in the annexure and will prior to settlement provide sufficient information to comply with point 5 of the annexure.
- (b) Annexed hereto is the drainage documentation provided by Flow Systems. The purchaser shall raise no objection requisition claim for compensation nor delay settlement in respect of any matter disclosed in the attached drainage documentation.

49. DEPOSIT FORFEIT – 10%

Notwithstanding any other provisions of this contract to the contrary, if:

- (a) the deposit agreed to be paid (or actually paid) by the purchaser is less than ten percent (10%) of the purchase price; and
- (b) the vendor becomes entitled to forfeit the deposit actually paid;

The purchaser will immediately upon demand pay to the vendor the difference between ten percent (10%) of the purchase price and the amount actually paid (to the intent that a full ten percent (10%) of the purchase price is forfeitable by way of deposit upon default). The provisions of this clause are in addition to and not in substitution for the rights of the vendor under Clause 9.3 of this contract.

50. PAYMENT OF DEPOSIT – COOLING OFF

If this contract is exchanged subject to the cooling off provisions of the Conveyancing Act, then the 10% deposit shall be payable as follows:-

- (a) An amount equal to not less than 0.25% (ie \$) of the purchase price on exchange;
- (b) The balance of \$ will be payable on or before 5:00pm on the fifth (5th) / tenth (10th) business day after the making of this Contract.

51. DIRECTORS GUARANTEE

I/We

(the "Guarantors")

being the Directors Shareholders of

a company incorporated in the state of New South Wales (hereinafter called the "Purchasing Company") in consideration of **NEKTARIOS PEDIOTIS AND MARIA PEDIOTIS** (hereinafter called the "Vendor") at my/our request agreeing to sell the property described in the Contract to the Purchasing Company **DO HEREBY GUARANTEE** to the Vendor the due and punctual performance by the Purchasing Company of **ALL THE TERMS AND CONDITIONS** of the within Contract and do **FURTHER** covenant and agree that **I/WE WILL INDEMNIFY** and keep indemnified the Vendor against any loss or damage howsoever arising which the Vendor may suffer in consequence of any failure of the Purchasing Company to perform its obligations under the within Contract.

The Guarantor/s acknowledge prior to execution hereunder that they have read and understood, as evidenced by their signatures hereto, the terms and conditions of the Contract for Sale in it entirety.

SIGNED by

.....
Full Name of Director:

in the presence of:

.....

SIGNED by

.....
Full Name of Director:

in the presence:

.....

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

 FOLIO: 1932/1263649

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
12/3/2026	10:45 AM	4	27/9/2022

 LAND

LOT 1932 IN DEPOSITED PLAN 1263649
 AT NORTH ROTHBURY
 LOCAL GOVERNMENT AREA CESSNOCK
 PARISH OF BRANXTON COUNTY OF NORTHUMBERLAND
 TITLE DIAGRAM DP1263649

 FIRST SCHEDULE

(T AS503246)

 SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 C257210 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE
- 3 DP1263649 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT
- 4 DP1263649 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT
- 5 AS503247 MORTGAGE TO SECURE FUNDING PTY LTD

 NOTATIONS

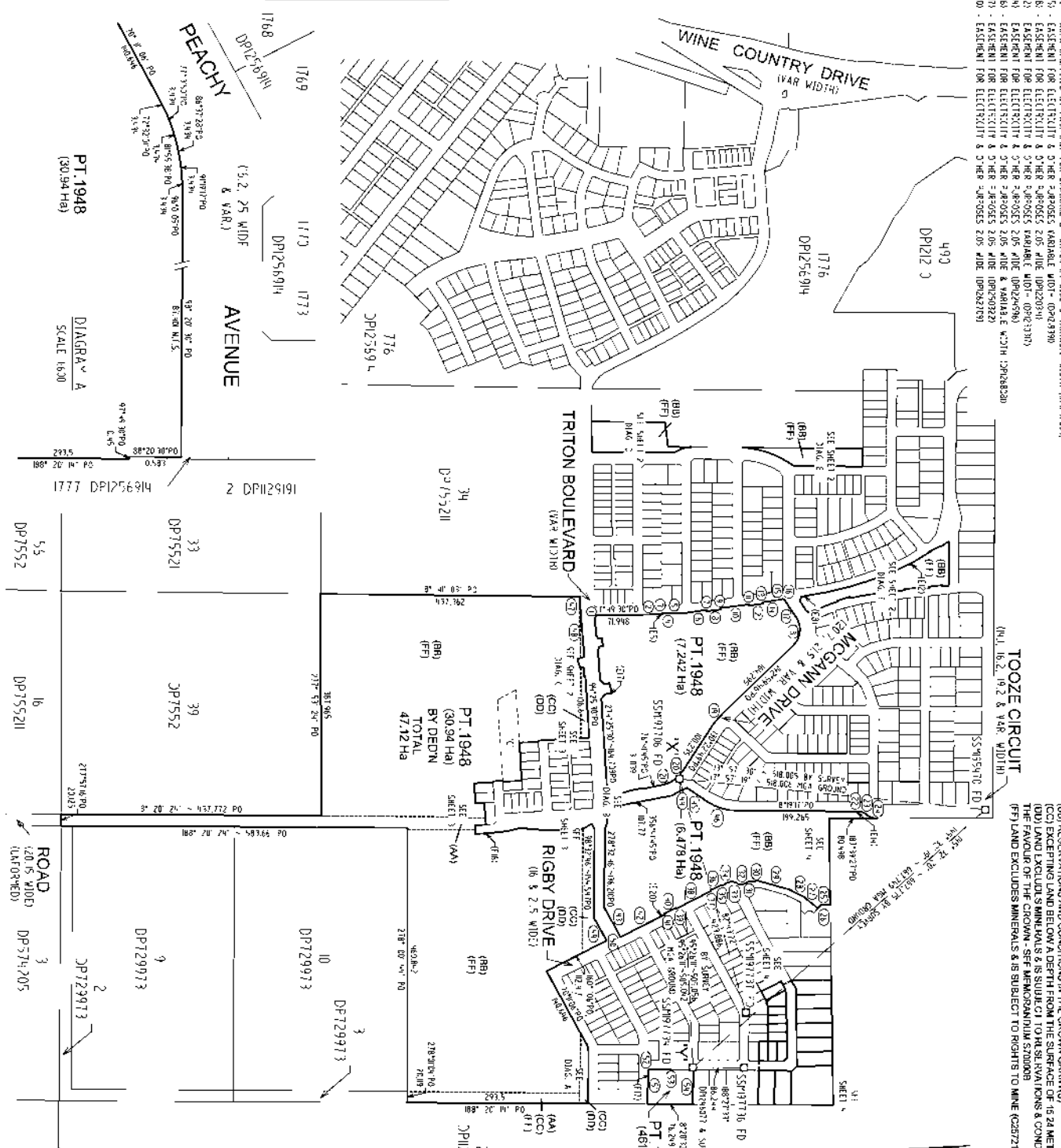
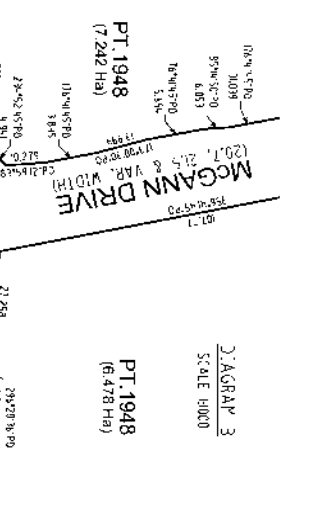
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



P1 Street Lines & Ais			P2 Street Lines & Ais		
No.	Beating	Distance	Area	Notes	Remarks
1	327 38 4	5.387			
2	3 21 5	38.857			
3	5 21 38	3.868			
4	4 2 30 05	2.613			
5	6 02 5	38.208			
6	359 58 28	74.122			
7	85 58 28	2.03			
8	359 58 28	2.03			
9	24 08 28	2.03			
10	359 58 28	48.531			
11	8 0 28	2.03			
12	359 58 28	2.180			
13	20 08 28	2.088			
14	359 58 28	23.339			
15	359 58 28	5.876			
16	37 4 28	3.365			
17	6 21 28	76.125			
18	0 0 0	43.197	54.03	39.30	
19	108 57 48	23.295			
20	113 38 48	4.591	4.54	4.30	
21	0 0 0	20.835	26.595	5.30	
22	0 0 0	5.900			
23	30 0 38	65.06	6.617	25.00	
24	28 08 58	11.502	11.888	25.00	
25	1 0 0	16.904			
26	38 0 22	8.039			
27	20 08 48	38.292			

CONTRIBUTORIAL SCHEDULE			
FAOR	MCA CONTRIBUTORIALS	CLASS	WEIGHT
55 00 00	34872.316	3	0.32
55 01 00	34872.316	3	0.32
55 01 38	6.88274.808	3	0.32
55 01 38	3.704 74.6	3	0.32
55 01 38	0.81826.377	3	0.32
55 01 38	4.83808.217	3	0.32
55 01 38	4.83808.217	3	0.32



- E1 - AREA EXCLUDED BY EAST-WEST FOR PROTECTION OF WATER IS WIDE & VARIABLE WITH (DP125691)
- E2 - ASSIGNMENT FOR ELECTRICITY & OTHER SERVICES, VARIABLE WIDTH - (DP125691)
- E3 - ASSIGNMENT FOR ELECTRICITY & OTHER SERVICES, VARIABLE WIDTH - (DP125691)
- E4 - ASSIGNMENT FOR ELECTRICITY & OTHER SERVICES, VARIABLE WIDTH - (DP125691)
- E5 - ASSIGNMENT FOR ELECTRICITY & OTHER SERVICES, 2.05 ADE & VARIABLE WIDTH (DP125691)
- E6 - ASSIGNMENT FOR ELECTRICITY & OTHER SERVICES, 2.05 ADE & VARIABLE WIDTH (DP125691)
- E7 - ASSIGNMENT FOR ELECTRICITY & OTHER SERVICES, 2.05 ADE & VARIABLE WIDTH (DP125691)
- E8 - ASSIGNMENT FOR ELECTRICITY & OTHER SERVICES, 2.05 ADE & VARIABLE WIDTH (DP125691)
- E9 - ASSIGNMENT FOR ELECTRICITY & OTHER SERVICES, 2.05 ADE & VARIABLE WIDTH (DP125691)
- E10 - ASSIGNMENT FOR ELECTRICITY & OTHER SERVICES, 2.05 ADE & VARIABLE WIDTH (DP125691)

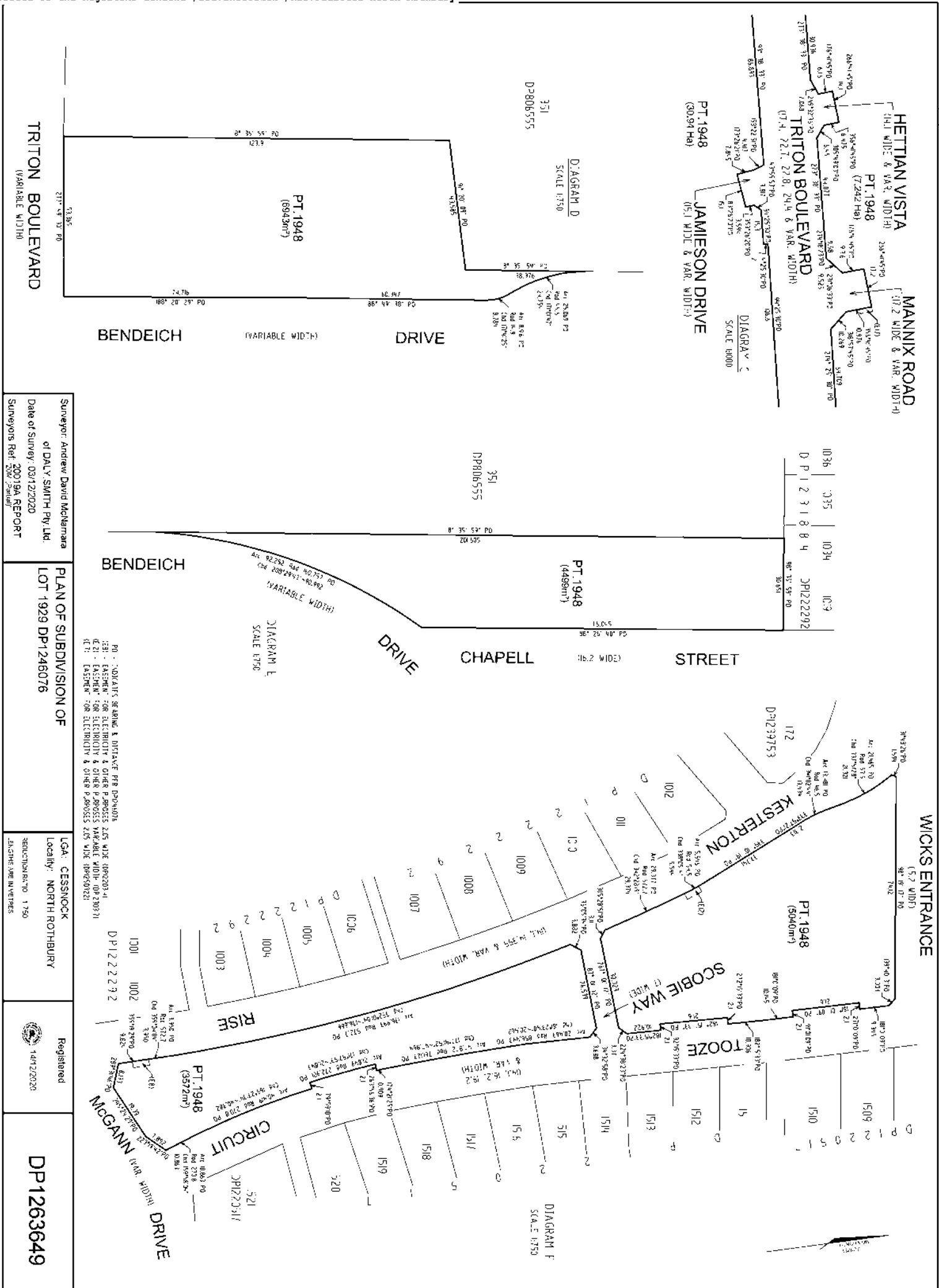
- TOOZE CIRCUIT**
(N1, 16.2, 19.2 & VAR. WIDTH)
- (AA) LAND EXCLUDES MINERALS & IS 171 CROWN LAND (1989)
 - (BB) RESERVATIONS AND CONDITIONS IN THE CROWN GRANT
 - (CC) EXCEPTING LAND BELOW A DEPTH FROM THE SURFACE OF 16.24 METRES
 - (DD) LAND EXCLUDING MINERALS & IS SUITABLE FOR SEPARATIONS & CONDUITS IN THE FAVOUR OF THE CROWN - SEE MEMORANDUM 520008
 - (FF) LAND EXCLUDES MINERALS & IS SUBJECT TO RIGHTS TO MINE (C262710)

Surveyor: Andrew David McInerney
 of DALY SMITH Pty Ltd
 Date of Survey: 03/12/2020
 Surveyors Ref: 20019A REPORT

PLAN OF SUBDIVISION OF
 LOT 1929 DP1246076

LGA: CESSNOCK
 Locality: NORTH ROTHBURY
 REDUCTION FACTOR: 1.5000
 DATUM: MGA 2000

Registered
 14/12/2020
 DP1263649



Surveyor: Andrew David McLennan
 of DALY SMITH Pty Ltd
 Date of Survey: 03/12/2020
 Surveyors Ref: 20019A REPORT

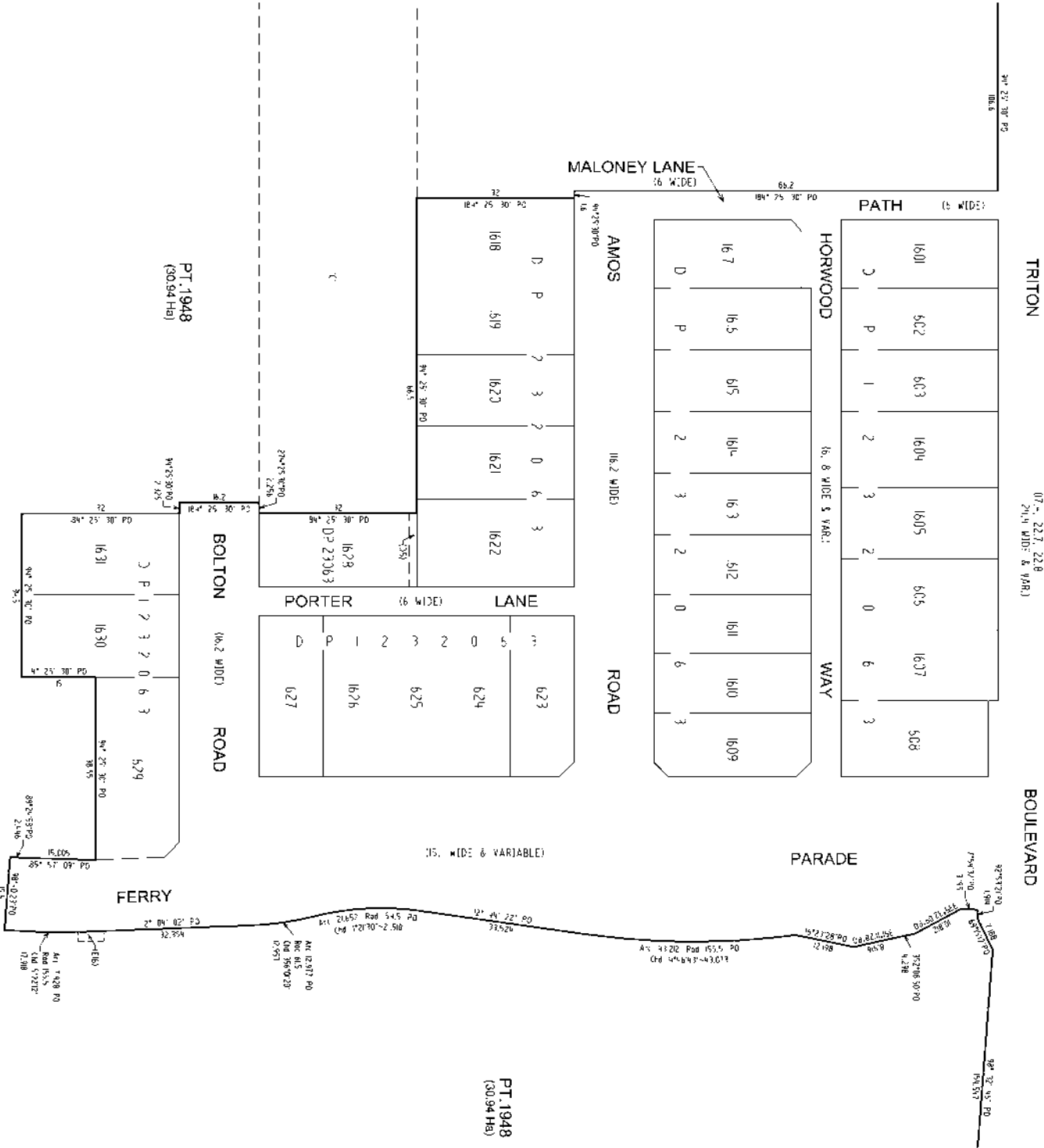
PLAN OF SUBDIVISION OF
 LOT 1929 DP1246076

LG: CESSNOCK
 Locality: NORTH ROTHBURY
 REFLECTION RATIO: 1:750
 ENCL: 1



DP1263649

NOTE: NOTARY'S BEARING & DISTANCE PER DOCUMENT
 FOR EASEMENT FOR ELECTRICITY & OTHER PURPOSES VARIABLE WIDTH (DP 2003/1)
 FOR EASEMENT FOR ELECTRICITY & OTHER PURPOSES 4.25 M WIDE (DP 2003/1)



RD - INDICATES BEARING & DISTANCE PER DEPENDENT
 C - AREA BENEFITED BY EASEMENT FOR DRAINAGE OF WATER IN ADJ. & VARIABLE WIDTH (DP2328/8)
 (30) - EASEMENT FOR DRAINAGE OF WATER IN ADJ. & VARIABLE WIDTH (DP2328/3)
 (RD) - EASEMENT FOR ELECTRICITY & OTHER PURPOSES 205 MERE & VARIABLE WIDTH (DP2328/8)

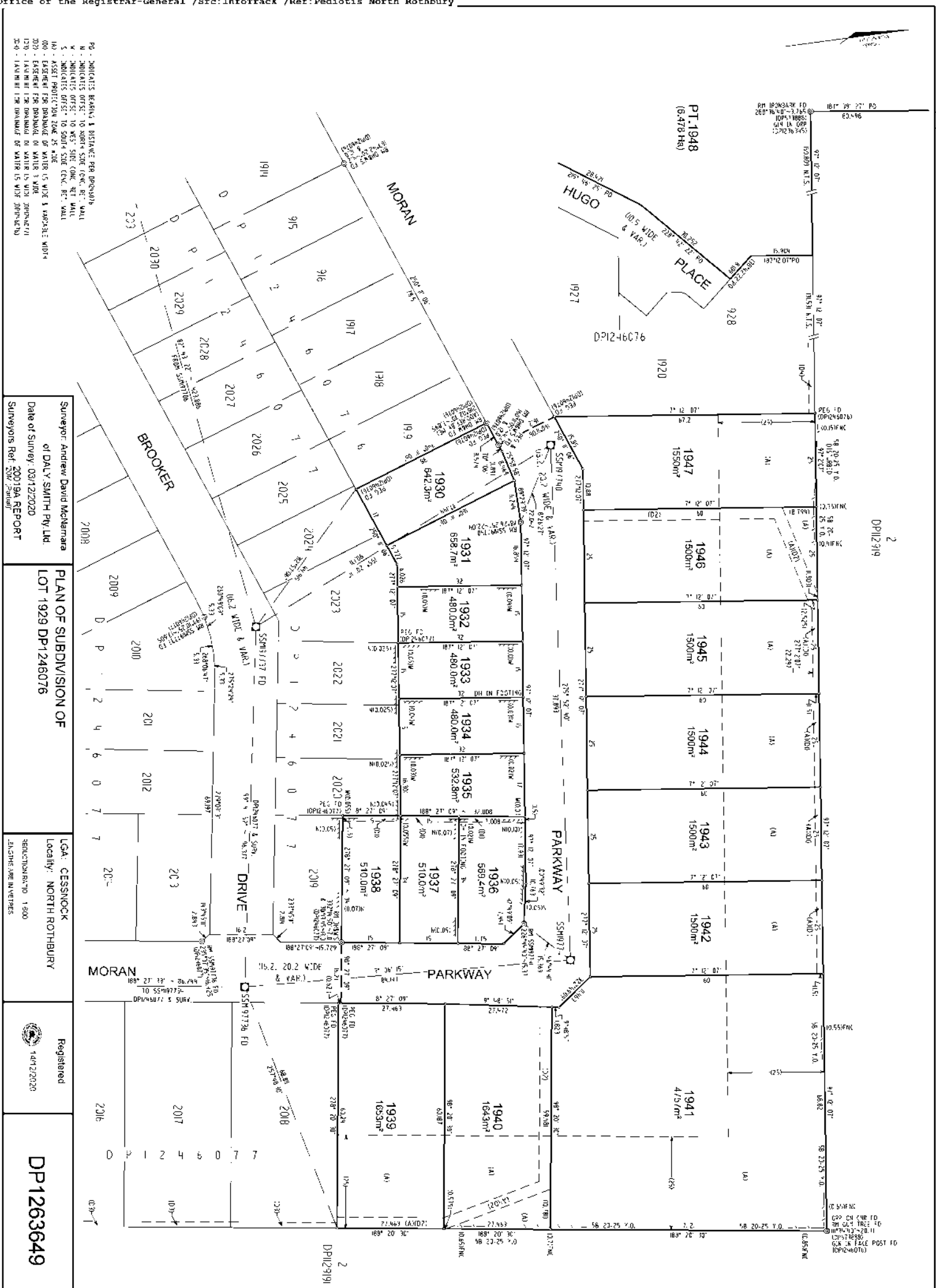
Surveyor: Andrew David McInerney
 of DALY SMITH Pty Ltd
 Date of Survey: 03/12/2020
 Surveyors Ref: 20019A REPORT

PLAN OF SUBDIVISION OF
 LOT 1929 DP1246076

LGA: CESSNOCK
 Locality: NORTH ROTHBURY
 REDUCTION RATIO 1:500
 ENCLAVE LINE INVERTERS

Registered
 14/12/2020

DP1263649



PG - INDICATES BEARING & DISTANCE PER APPROACH
 H - INDICATES OFFSET TO ADJACENT SIDE CONC. RET. WALL
 K - INDICATES OFFSET TO WEST SIDE CONC. RET. WALL
 L - INDICATES OFFSET TO EAST SIDE CONC. RET. WALL
 M - ASSET PROTECTION ZONE 25 M WIDE
 N - EASEMENT FOR DRAINAGE OF WATER 1.5 M WIDE & VARIABLE WIDTH
 O - EASEMENT FOR DRAINAGE OF WATER 3 M WIDE
 P - EASEMENT FOR DRAINAGE OF WATER 1.5 M WIDE
 Q - EASEMENT FOR DRAINAGE OF WATER 1.5 M WIDE
 R - EASEMENT FOR DRAINAGE OF WATER 1.5 M WIDE
 S - EASEMENT FOR DRAINAGE OF WATER 1.5 M WIDE
 T - EASEMENT FOR DRAINAGE OF WATER 1.5 M WIDE
 U - EASEMENT FOR DRAINAGE OF WATER 1.5 M WIDE
 V - EASEMENT FOR DRAINAGE OF WATER 1.5 M WIDE
 W - EASEMENT FOR DRAINAGE OF WATER 1.5 M WIDE
 X - EASEMENT FOR DRAINAGE OF WATER 1.5 M WIDE
 Y - EASEMENT FOR DRAINAGE OF WATER 1.5 M WIDE
 Z - EASEMENT FOR DRAINAGE OF WATER 1.5 M WIDE

Surveyor: Andrew David McLennan
 of DALY SMITH Pty Ltd
 Date of Survey: 03/12/2020
 Surveyors Ref: 20019A REPORT

PLAN OF SUBDIVISION OF
 LOT 1929 DP1246076

LGAT: CESSNOCK
 Locality: NORTH ROTHBURY
 REDUCTION RATIO 1:500
 DATUM: BATHYMETRIC

Registered
 14/12/2020

DP1263649

PLAN FORM 6 (2020)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

Office Use Only

Office Use Only

Registered:  14/12/2020

DP1263649

Title System: TORRENS

PLAN OF SUBDIVISION OF LOT 1929
 DP1246076

LGA: CESSNOCK
 Locality: NORTH ROTHBURY
 Parish: BRANXTON
 County: NORTHUMBERLAND

Survey Certificate

I, **ANDREW DAVID McNAMARA**

of **Daly.Smith** PTY LTD PO BOX 204 MORISSET 2264

a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

~~*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on, or~~

*(b) The part of the land shown in the plan (*being/*excluding **.....
 LOTS 1930 - 1947.....)
 was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on, 3/12/2020 the part not surveyed was compiled in accordance with that Regulation, or

~~*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017.~~

Datum Line: X-Y

Type: *Urban/*Rural

The terrain is *Level-Undulating / *Steep-Mountainous.

Signature:  Dated: 11/12/2020

Surveyor Identification No: 4101
 Surveyor registered under
 the *Surveying and Spatial Information Act 2002*

*Strike out inappropriate words.

**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Crown Lands NSW/Western Lands Office Approval

I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.

Signature:

Date:

File Number:

Office:

Subdivision Certificate

I, **GARRY RYAN**.....

*~~Authorised Person~~/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: 

Registration number: BDC0565.....

Consent Authority: MINISTER FOR PLANNING & INF......

Date of endorsement: 11/12/2020.....

Subdivision Certificate number: 20130161SU34.....

File number: MP10_0137.....

*Strike through if inapplicable.

Plans used in the preparation of survey/compilation:

- DP573888 DP1246076
- DP1219391 DP1246077
- DP1220314 DP1250322
- DP1224596 DP1262709
- DP1230317 DP1268081
- DP1232063
- DP1236345


Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.

IT IS INTENDED TO DEDICATE THE EXTENSION OF MORAN PARKWAY TO THE PUBLIC AS PUBLIC ROAD

Surveyor's Reference: **20019A REPORT**
 '20M (Partial)'

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 4 sheet(s)

Registered:  14/12/2020 Office Use Only

**PLAN OF SUBDIVISION OF LOT 1929
 DP1246076**

Subdivision Certificate number: 20130615034
 Date of Endorsement: 11/12/2020

DP1263649


- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
 - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
 - Signatures and seals- see 195D *Conveyancing Act 1919*
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Lot	Street Number	Street name	Street type	Locality
1930	37	Moran	Parkway	North Rothbury
1931	35	Moran	Parkway	North Rothbury
1932	33	Moran	Parkway	North Rothbury
1933	31	Moran	Parkway	North Rothbury
1934	29	Moran	Parkway	North Rothbury
1935	27	Moran	Parkway	North Rothbury
1936	23	Moran	Parkway	North Rothbury
1937	21	Moran	Parkway	North Rothbury
1938	19	Moran	Parkway	North Rothbury
1939	20	Moran	Parkway	North Rothbury
1940	22	Moran	Parkway	North Rothbury
1941	26	Moran	Parkway	North Rothbury
1942	30	Moran	Parkway	North Rothbury
1943	32	Moran	Parkway	North Rothbury
1944	34	Moran	Parkway	North Rothbury
1945	36	Moran	Parkway	North Rothbury
1946	38	Moran	Parkway	North Rothbury
1947	40	Moran	Parkway	North Rothbury
1948	N/A	Triton	Boulevard	North Rothbury

If space is insufficient use additional annexure sheet

Surveyor's Reference: **20019A REPORT**
 '20M (Partial)'

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 4 sheet(s)

Office Use Only
Registered:  14/12/2020

Office Use Only

DP1263649

PLAN OF SUBDIVISION OF LOT 1929
DP1246076

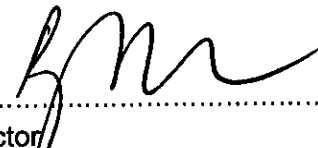
Subdivision Certificate number: 201301615434
Date of Endorsement: 11/12/2020

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 - Signatures and seals- see 195D Conveyancing Act 1919
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

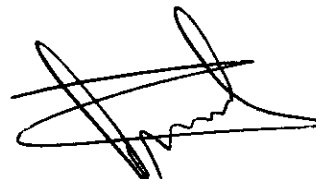
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO CREATE;

1. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE & VARIABLE WIDTH (D1)
2. EASEMENT FOR DRAINAGE OF WATER 3 WIDE (D2)
3. RESTRICTION ON THE USE OF LAND
4. RESTRICTION ON THE USE OF LAND
5. POSITIVE COVENANT ~~(APZ)~~ (A) *one*

EXECUTED for and on behalf of MILTON CORPORATION LTD (ACN 000 041 421) in accordance with section 127 of the Corporations Act, 2001 (Cth):


.....
Director

BRENDAN O'DEA
.....
Name of Director [please print]



.....

Director/Secretary
NISIMANTA SENEVIRATNE
.....
Name of Director/Secretary [please print]

If space is insufficient use additional annexure sheet

Surveyor's Reference: **20019A REPORT**
'20M (Partial)'

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 4 sheet(s)

Registered:  14/12/2020 Office Use Only

Office Use Only

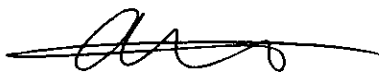
PLAN OF SUBDIVISION OF LOT 1929
DP1246076

DP1263649

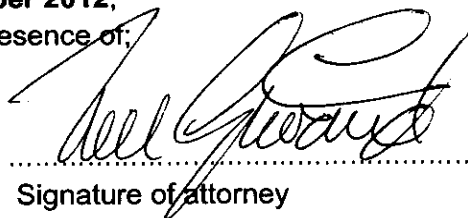
Subdivision Certificate number: 201301615034
Date of Endorsement: 11/12/2020

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 - Signatures and seals- see 195D Conveyancing Act 1919
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

EXECUTED for and on behalf of **COMMONWEALTH BANK OF AUSTRALIA** (ACN 123 123 124) by its attorney under power of attorney dated **1 October 2012**, registered number **Book 4639 No 422** in the presence of:



Signature of witness



Signature of attorney

ADELINE TEHNWITS

Full name of witness [please print]

Paul Gatward

Full name of attorney [please print]

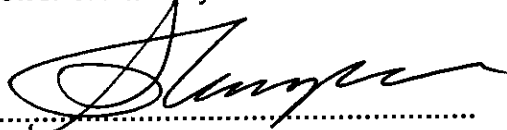
LEVEL 14 264-278 GEORGE STREET, SYDNEY NSW

Address of witness [please print]

PARTNER, HWL EBSWORTH, LAWYERS

Position of attorney


EXECUTED for and on behalf of **HUNTLEE PTY LTD** (ACN 143 744 745) by Stephen Thompson its duly appointed Attorney under Power of Attorney No 71 Book 4659:



Signature of Stephen Thompson

Witnessed

Signed in my presence by Stephen Thompson who is personally known to me.

 (Signature of witness)

ANDREW DAVID McNAMARA (Name of witness)

4/9 LAMBTON ROAD (Address of witness)

BROADMEADOW NSW 2292

If space is insufficient use additional annexure sheet

Surveyor's Reference: **20019A REPORT**
'20M (Partial)'

ePlan

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT 1919

(Sheet 1 of 6 Sheets)

Plan: DP1263649

Plan of Subdivision of Lot1929 DP1246076 covered by Subdivision Certificate No. 201301615034


Full name and address of the owner of the land:

Huntlee Pty Limited (ACN 143 744 745)
 c/o LWP Property Group Pty Ltd, Level 2,
 1060 Hay Street, WEST PERTH WA 6005

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit a` prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for Drainage of Water 1.5 Wide & Variable Width (D1)	1936 1937 1938 1942 1943 1944 1945	1937-1938, 2019/1246077 1938, 2019/1246077 2019/1246077 1941 1941-1942 1941-1943 1941-1944
2	Easement for Drainage of Water 3 Wide (D2)	1939 1940 1946	2016-2018/1246077, 1723/1236345 1939, 2016-2018/1246077, 1723/1236345 1941-1945
3	Restriction on the Use of Land	Each Lot in DP1263649 Except 1948	Every other Lot in DP1263649
4	Restriction on the Use of Land	Each Lot in DP1263649 Except 1948	Every other Lot in DP1263649
5	Positive Covenant (APZ) (A)	1939 – 1947	Cessnock City Council

am

Initials 

Plan: **DP1263649**

Plan of Subdivision of Lot1929 DP1246076
covered by Subdivision Certificate No. **201301615034**

PART 2 (Terms)

Definitions:

For the purposes of this Section 88B instrument:

(a) **Design Guidelines** means the guidelines published on the website:

<https://huntlee.com.au/building-at-huntlee/>

and dated February 2020 Issue 6

(b) **Plan** means the Plan of Subdivision to which this Instrument relates.

Terms of Restriction on the Use of Land numbered 3 in the Plan:

The owner of each burdened lot shall not:

- (a) construct or erect or externally renovate or permit to remain on the burdened lot any building or structure or appendage or improvement of any kind on the burdened lot (including but not limited to outbuildings, car parking areas, structures, landscaping spaces, undercover and open storage areas, fences, walls, air-conditioning units, television, radio, satellite or other antennae) without the prior written consent of Huntlee Pty Ltd which will not be unreasonably withheld;
- (b) erect or display any sign, hoarding or advertisement of any description whatsoever on the burdened lot without the prior written consent of Huntlee Pty Ltd which will not be unreasonably withheld;
- (c) permit or authorise any part of a residence constructed on the burdened lot to be used in any way directly or indirectly for any business, commercial, manufacturing, mercantile storage, vending or any non-residential purpose other than a business which in the opinion of Huntlee Pty Ltd is quiet and unobtrusive and which does not in any way detract from the general amenity of the burdened lot;
- (d) park, store or keep or permit to be parked, stored or kept on the burdened lot any vehicle of a commercial type which is used in the ordinary course of any business (excluding any passenger style vehicles) other than in accordance with the Design Guidelines;
- (e) build or assemble or conduct or permit to be conducted any repairs or restorations of any motor vehicle, boat, trailer, aircraft, or any other vehicle on the burdened lot other than wholly within a garage on the burdened lot or in an area which is screened from public view;
- (f) raise, breed or keep, permit to be raised, bred or kept any insects, reptiles, animals, livestock or poultry on the burdened lot provided that this restriction shall not operate to prevent the owner of the burdened lot from keeping domestic pets on the burdened lot in accordance with the requirements of the local council;



Plan: **DP1263649**

Plan of Subdivision of Lot1929 DP1246076
covered by Subdivision Certificate No. **201301615034**

- (g) accumulate or permit to accumulate any rubbish or garbage or other waste material on the burdened lot or keep or permit the same to be kept on the burdened lot except in containers located in areas of the burdened lot which are not visible from any street adjoining the burdened lot;
- (h) construct or erect or cause or allow to be constructed or erected on the burdened lot or permit to remain on the burdened lot any residential dwelling or any other building improvement, erection or thing which does not comply with the Design Guidelines;
- (i) construct or erect or cause or allow to be constructed or erected on the burdened lot or permit to remain on the burdened lot any retaining wall that is visible from any public road, pathway or reserve which does not comply with the Design Guidelines;
- (j) remove, damage, destroy, alter or permit to fall into disrepair any retaining walls constructed by Huntlee Pty Ltd without the prior written consent of Huntlee Pty Ltd.

This Restriction on the Use of Land shall automatically expire and cease to have effect from and including the 31st day of December 2030.

Terms of Restriction on the Use of Land numbered 4 in the Plan:

No fence will be erected on any lot burdened to divide it from any adjoining land owned by Huntlee Pty Ltd without the consent of Huntlee Pty Ltd but such consent shall not be withheld if such fence is erected without expense to Huntlee Pty Ltd provided that this restriction will only apply whilst Huntlee Pty Ltd is the Registered Proprietor of any land in the plan.

Terms of Positive Covenant numbered 5 in the Plan:

The area designated 'A' on the plan shall be managed in perpetuity as an asset protection zone (APZ) in accordance with the requirements of the current version of the Planning for Bushfire Protection document, published by the NSW Rural Fire Service

Name of entity whose consent is required to release, vary or modify the easements numbered 1, 2 and positive covenant numbered 5 in the plan

CESSNOCK CITY COUNCIL

Name of entity empowered to release, vary or modify the restrictions numbered 3 and 4 in the plan

HUNTLEE PTY LIMITED (ACN 143 744 745)

Initials 

Plan: **DP1263649**

Plan of Subdivision of Lot1929 DP1246076
covered by Subdivision Certificate No. 201301615034

EXECUTED for and on behalf of **CESSNOCK CITY COUNCIL** by its authorised delegate pursuant to s.377 Local Government Act 1993 being empowered to release vary or modify the easements numbered 1, 2 and positive covenant numbered 5 in the plan in the presence of.

(Signature) 

Witnessed

I certify that I am an eligible witness and that the delegate signed in my presence.

Full Name: PETER GIANNOPOULOS
(print)
Authorised Delegate

 (Signature of witness)

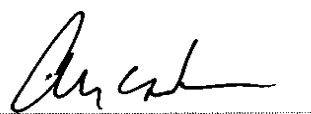
ANGELA PETERSON (Name of witness)

62-78 VINCENT STREET(Address of witness)

CESSNOCK NSW 2325

EXECUTED for and on behalf of **HUNTLEE)**
PTY LIMITED (ACN 143 744 745) by)
Stephen Thompson its duly appointed)
Attorney under Power of Attorney No 71)
Book 4659)


Signature of Stephen Thompson


Signature of Witness

ANDREW DAVID MCNAMARA
Full Name of Witness

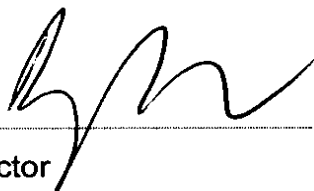
REGISTERED LAND SURVEYOR
4/9 LAMBTON ROAD
BROADMEADOW NSW 2292
Qualification and Address of Witness

Initials 

Plan: **DP1263649**

Plan of Subdivision of Lot1929 DP1246076
covered by Subdivision Certificate No. 201301615031

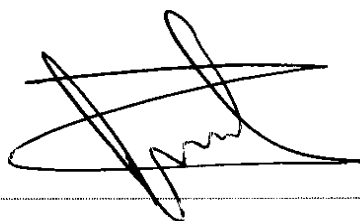
EXECUTED for and on behalf of **MILTON CORPORATION LTD** (ACN 000 041 421)
in accordance with section 127 of the Corporations Act, 2001 (Cth):



Director

BRENDAN O'DEA

Name of Director [please print]



Director/Secretary

NISHANTHA SENEVIRATNE

Name of Director/Secretary [please print]

Initials 

Plan: **DP1263649**

Plan of Subdivision of Lot1929 DP1246076
covered by Subdivision Certificate No. 201301615034

EXECUTED for and on behalf of)
COMMONWEALTH BANK OF)
AUSTRALIA (ACN 123 123 124) by its)
attorney under power of attorney dated 1)
October 2012, registered number Book)
4639 No 422 in the presence of;)

Signature of witness

ADELINE TECHNITIS

Full name of witness [please print]

LEVEL 14, 264-278 GEORGE
STREET, SYDNEY NSW

Address of witness [please print]

Signature of attorney

Paul Gatward

Full name of attorney [please print]

PARTNER, HWL EBSWORTH,

Position of attorney LAWYERS

REGISTERED  14/12/2020

Initials x



C257210

Stamp 1934
 11/18/34
 7/16

(Trusts must not be used in the transfer.)

If a less estate is created or "in fee simple" and intention the required alteration.

If to two or more persons whether as joint tenants or tenants in common.

If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed. These references will suffice if the whole land in the grant or certificate to be transferred. If part only add "and being let see D.E." "being the land to be transferred the plan number of the land in the certificate (or grant) (registrar's Vol. Fol. Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer. Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Act, 1919-1937. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted.

I, WILLIAM DAVID MITCHELL MEREWETHER of Sydney in the State of New South Wales Minister-at-law and EDWARD ROBERT HICKSON MEREWETHER of Newcastle in the State aforesaid Architect (herein called transferror s) being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject however, to such encumbrances, liens and interests as are notified hereunder in consideration of FOUR HUNDRED AND NINETY-ONE POUNDS SIX SHILLINGS AND TENPENCE (£491. 6. 10) (the receipt whereof is hereby acknowledged) paid to us by FRANCIS HERBERT SIMPSON of North Rothbury in the said State Labourer AND in further consideration of the sum of SEVEN HUNDRED POUNDS (£700) paid to the said Francis Herbert Simpson by CHARLES FREDERICK DAVIS TURNER of North Rothbury aforesaid Dairy Farmer (herein called transferee) the receipt of which said sums is hereby respectively acknowledged to hereby, at the request and by the direction of the said Francis Herbert Simpson (herein called transferror s) do hereby transfer to the said transferee

ALL such our Estate and interest in ALL THE land mentioned in the schedule following:—

(c)	County	Parish	State if Whole or Part	Vol.	Fol.
	NORTHERN DISTRICT	Bronxton	part and being Parish Portions Nos 33, 34, 36, 37, 38, 39, 40, 41, 42, and 43, and the residue of Parish Portion No. 35 after transfer thereof of portion thereof by Transfer No. C95913	2766	194

And the transferee covenants with the transferror s see Annexure "A" hereto. This conveyance of Transfer is subject to the exceptions reservations conditions and clauses set out in Annexure "A" hereto.

ENCUMBRANCES, &c., REFERRED TO.

Reservations and conditions as contained in Crown Grant of said land subject to right of way one hundred links wide granted by abovementioned Instrument of Transfer No. C95913

Signed at Sydney the 14th day of May 1934.

Signed in my presence by the transferror William David Mitchell Merewether WHO IS PERSONALLY KNOWN TO ME

W. D. M. Merewether
 Transferror s

Signed in my presence by the transferror Edward Robert Hickson Merewether WHO IS PERSONALLY KNOWN TO ME

E. R. Hickson Merewether
 Transferror s

Signed in my presence by the said Francis Herbert Simpson who is personally known to me

I direct this Transfer
F. H. Simpson
 Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

Signed in my presence by the transferee Charles Frederick Davis Turner WHO IS PERSONALLY KNOWN TO ME

C. F. D. Turner
 Transferee.

If executed within the State this instrument should be placed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferror is known, otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the annexed form. As to instruments executed elsewhere, see page 2. Repeat attention if necessary. If the Transferror or Transferee signs by a mark, the attestation must state that the instrument was read over and explained to him, and that he appeared fully to understand the same.

* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.
 N.B.—Section 117 requires that the above Certificate be signed by Transferror or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.
 No alterations should be made by erasure. The words rejected should be struck through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

45683

C257210

No. _____

LODGED BY A. J. Dickson
Bob Sydney

CONSENT OF MORTGAGEE.

I, _____ mortgagee under Mortgage No. _____
 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at _____ this _____ day of _____ 19 _____ } Mortgagee.
 Signed in my presence by _____ }
 who is personally known to me. }

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____ Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at _____ the _____ day of _____ 19 _____
 Signed at the place and on the date above-mentioned, in the presence of _____

This form is not appropriate in cases of litigation by trustees.

Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me at _____, the _____ day of _____, one thousand _____ and _____
 nine hundred and thirty _____ the attesting witness to this instrument,
 and declared that he personally knew _____ the person
 signing the same, and whose signature thereto he has attested; and that the name purporting to be such
 signature of the said _____ is _____ own handwriting, and
 that _____ he was of sound mind and freely and voluntarily signed the same.

May be made before either Registrar-General, Deputy Registrar-General, Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.

MEMORANDUM OF TRANSFER OF
226 Acres 3 rods perches.
Various portions (see names annexed)

Shire Kearsley
 Municipality _____
 Parish Granston County Northumberland

Charles Frederick Davis Larner Transferee.

DOCUMENTS LODGED HEREWITH.
 To be filled in by person lodging dealing.

Nature,	No.	Reg'd Propr., M'gor, etc.

Particulars entered in Register Book, Vol 276 Fol 194

the 21st day of June 1934
 at _____ minutes 10 o'clock in the fore noon.
Robert W. ...
 Registrar

PROGRESS RECORD.

Sent to Survey Branch ...	1/11/34	1/11/34
Received from Records ...	1/11/34	1/11/34
Draft written ...	1/11/34	1/11/34
Draft examined ...	1/11/34	1/11/34
Diagram prepared ...	1/11/34	1/11/34
Diagram examined ...	1/11/34	1/11/34
Draft forwarded ...	1/11/34	1/11/34
Supt. of Engravers ...	1/11/34	1/11/34
Cancellation Clerk ...	1/11/34	1/11/34
Vol. 4632 Fol. 189		
Diagram Fees ...		
Additional Folios ...		

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Enlight fee 17/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and £1 for every new Certificate of Title issued, unless the consideration is over £1,000, in which case the Certificate fee will be £1 1s. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engraving.

Tenants in common must receive separate Certificates.
 If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferor may take out a new Certificate for the residue.

C257210

3

ANNEXURE "A"

EXCEPTING THEREFROM AND ALWAYS RESERVING unto the transferror (their heirs and assigns) all mines veins and seams of coal and all other mines and minerals lying and being within or under the land hereby transferred (which mines veins and seams of coal and other mines and minerals are hereinafter referred to as the excepted premises) TOGETHER with full and free liberty for the transferrors their heirs and assigns and all lessees and other persons claiming or to claim under the transferrors their heirs or assigns or under any predecessor in title of the transferrors and all persons acting by the authority or permission of the transferrors their heirs or assigns or of any such lessee or other person claiming or to claim as aforesaid already given or hereafter to be given without entering on the surface of the land hereby transferred but at any time and from time to time to search for and work and get raise take away and dispose of the excepted premises and also all or any other mines veins and seams of coal and other mines and minerals adjoining the excepted premises or any part thereof and with or without leaving any support to the surface of the land hereby transferred and whether such surface shall or shall not by any subsidence thereof or otherwise be depressed lowered damaged or destroyed and to make maintain and use any water courses ways and other works under the lands hereby transferred or any part thereof as the transferrors or other persons availing themselves of the powers hereby conferred shall think proper that the transferrors their heirs and assigns and such lessees and other persons as aforesaid not being in any manner liable or responsible for any depression subsidence damage or injury whatsoever which shall or may be caused or occasioned to the surface of the land hereby transferred or to any erection building engine machinery or thing of any description now being or growing or hereafter to be or grow upon the land hereby transferred by the exercise of any right hereby conferred. And it is hereby agreed and declared by the parties hereto that the land to which the benefit of the easement hereby created is appurtenant consists of the excepted premises and all mines veins and seams of coal and other mines and minerals adjoining the excepted premises and now vested in the transferrors for an estate in fee simple and that the land which is subject to the burden of the easement hereby created is the land hereby transferred

This is the annexure marked "A" referred to in the annexed Memorandum of Transfer dated the fourteenth day of May 1874 from William David Mitchell Merewether and Edward Robert Hickson Merewether by direction of Francis Herbert Simpson to Charles Frederick Davis Turner

W. D. M. Merewether
E. R. Merewether
F. H. Simpson
C. F. D. Turner

W. D. M. Merewether
E. R. Merewether
F. H. Simpson
C. F. D. Turner

4883



PLANNING CERTIFICATE

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and associated
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021

Info Track
Level 21 Tower 2 200 Barangaroo Avenue

SYDNEY 2000

CERTIFICATE DETAILS

Certificate Number:	718
Date of Certificate:	12/03/2026

PROPERTY DETAILS

Address:	33 Moran Parkway NORTH ROTHBURY NSW 2335
Title:	LOT: 1932 DP: 1263649
Parcel No:	515166

BACKGROUND INFORMATION

This certificate provides information on how the relevant parcel of land may be developed, including the planning restrictions that apply to development of the land, as at the date the certificate is issued. The certificate contains information Council is aware of through its records and environmental plans, along with data supplied by the State Government. The details contained in this certificate are limited to that required by Section 10.7 of the *Environmental Planning and Assessment Act, 1979*.

t 02 4993 4100 f 02 4993 2500
p: PO Box 152 Cessnock NSW 2325
e: council@cessnock.nsw.gov.au w: www.cessnock.nsw.gov.au
ABN 60 919 148 928



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1. Names of relevant planning instruments and development control plans

- (1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land:

State Environmental Planning Policies

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

State Environmental Planning Policy (Sustainable Buildings) 2022_ relevant to zones _ RU4, RU5, RE1, RE2, E1, E2, E3, E4, MU1, C4, SP1, SP2 & SP3

Chapter 2 _ Standards for residential development _ BASIX

Chapter 3_ Standards for Non-residential development

Chapter 4_ Miscellaneous

State Environmental Planning Policy (Resilience and Hazards) 2021

Chapter 3 _ Hazardous and offensive development

Chapter 4 _ Remediation of land

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

State Environmental Planning Policy (Transport and Infrastructure) 2021

Chapter 2 _ Infrastructure

Chapter 3 _ Educational establishments and child care facilities

State Environmental Planning Policy (Resources and Energy) 2021

Chapter 2 _ Mining, petroleum production and extractive industries

State Environmental Planning Policy (Primary Production) 2021

Chapter 2 _ Primary production and rural development

State Environmental Planning Policy (Planning Systems) 2021

Chapter 2 _ State and regional development

Chapter 4 _ Concurrences and consents

State Environmental Planning Policy (Biodiversity and Conservation) 2021

Chapter 4 _ Koala habitat protection 2021

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Precincts _ Regional) 2021

Chapter 2 _ State significant precincts

The chapters listed above are those that are applicable to the whole LGA. Please note that other chapters of the state environmental planning policies may apply to particular parcels of land in the LGA.

Local Environmental Plans

[Cessnock Local Environmental Plan 2011](#)

Development Control Plans



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[Cessnock Development Control Plan 2010](#)

Note: Detailed information on the local environmental plans and State Environmental Planning Policies that are listed in this certificate are available at NSW Legislation – in force website.

- (2) The name of each proposed environmental planning instruments and draft development control plan, which is or has been subject to community consultation or public exhibition under the Environmental Planning and Assessment Act 1979, that will apply to the carrying out of development on the land and:
- (3) Council has been notified that the following Draft State Environmental Planning Policy was placed on public exhibition and may affect land use planning and development in Cessnock:

Draft State Environmental Planning Policies

DRAFT SEPP _ New Sustainable Buildings Incorporating BASIX (in force from 1 October 2023)

Draft Planning Proposal for Local Environmental Plan

18 2024 3 1 _ Draft Anomalies / Housekeeping _ Public Exhibition _ 3 February 2025 - 4 March 2025

Draft Development Control Plan

Draft DCP _ Parking and Access Subdivision Chapter _ Public Exhibition _ 26/04/2024 _ 24/05/2024

Draft DCP _ E20 Regrowth Kurri Kurri _ Adopted by Council _ Public Exhibition _ 01/05/2024 _ 29/05/2024

DRAFT DCP Chapter _ Parking and Access and Subdivision Chapter _ 57 2023 2 1 _ Public Exhibition _ 26/4/2024 _ 24/5/2024

DRAFT DCP Chapter _ D1 Subdivision Guidelines _ Public Exhibition _ 26/4/2024 _ 24/5/2024

Draft Waste Management DCP, Waste Management Guidelines & DCP Dictionary Amendments _ 57 2023 11 1 _ 5/11/2024 _ 3/12/2024

Draft DCP _ Administrative and Legislative Context (replacing Part A Introduction) and E1 Centres (replacing E16 Commercial Precinct and E19 Branxton Town Centre relating to developments in E1 Local Centre, E2 Commercial Centre and MU1 Mixed Use zones) _ 57/2020/2/1 _ Public Exhibition _ 13/09/2023 _ 12/10/2023

57 2025 2 1 _ Draft Cessnock Development Control (DCP) Plan Chapter E3 _ Vineyards District _ Public Exhibition 28 March 2025 - 9 May 2025

57 2025 9 1 _ Draft Cessnock Development Control Plan (DCP) Chapter _ Signage and Outdoor Advertising _ Public Exhibition 28 March 2025 _ 9 May 2025

57 2025 8 1 _ Draft Cessnock Development Control (DCP) Plan Chapter _ Tourist and Visitors Accommodation on Rural and Conservation Lands _ Public Exhibition _ 28 March 2025 to 9 May 2025

Draft Chapter D8 Temporary Events _ Public Exhibition 30 July 2025 _ 24 August 2025



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57 2025 8 1 _ Draft Cessnock Development Control Plan (DCP) Chapter _ Tourist and Visitor Accommodation on Rural Land and Conservation Lands (applies to RU2, C2, C3 and C4 zones)
_ Public Exhibition 28 March 2025 _ 9 May 2025

(4) **In this section –**

proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No.34 _ Notification Date 10 June 2022 _ 18 2019 1 1 _ Reclassification and Rezoning of Various Council Land

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 35 _ 18 2020 2 1 _ Notification Date 21 October 2022 _ Administrative amendments.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 36 _ 18 2020 3 1 _ Notification Date 2 June 2023 _ Recreation Lands (ORIGINALLY ALLOCATED TO HYDRO - Refer to Map Only Amendment No 4)

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 37 _ 18 2021 3 1 _ Notification Date 17 February 2023 _ Wills Hill Road - Heritage Listing.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 38 _ 18 2021 6 1 _ Notification Date 16 June 2023 _ Environmental Zones (text only) amendments.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 39 _ 18 2022 3 1 _ Notification Date 15 December 2023 _ Lovedale Integrated Tourist Development.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 40 _ 18 2022 2 1 _ Notification Date 13 October 2023 _ Rural Zones.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 41 _ 18 2020 5 1 _ Notification Date 4 August 2023 _ 0 Blackhill Road, Black Hill - Additional Permitted Use for a Dwelling.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 42 _ 18 2022 4 1 _ Notification Date 24 May 2023 _ Section 3.22 Heritage Amendments.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 43 _ 18 2023 8 1 _ Notification Date 4 August 2023 _ Removal of Clause 7.11B from 49B Aberdare Road Aberdare.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 1 _ 18 2017 6 1 _ Notification Date 6 August 2021 _ 17 Branxton Street, Greta.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 2 _ 18 2020 1 1 _ 39 Pinchen Street and 8 Kerlew Street, Nulkaba

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 3 _ 18 2021 7 1 _ Notification Date 9 September 2022 _ Cessnock Commercial Precinct.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 4 _ 18 2015 2 1 _ Notification Date 16 December 2022 _ Hydro Kurri Kurri.



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Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 5 _ 18 2020 4 1 _
Notification Date 30 June 2023 _ 259 & 261 Averys Lane Buchanan (LSZ, LZN & URA)
(originally allocated to Black Hill - Refer to Amendmnet No. 41).

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 6 _ RN20 956 _
Notification Date 26 April 2023 _ Employment Zones Reforms.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 7 _ 18 2022 9 1 _
Notification Date 9 June 2023 _ Employment Zones Reforms S.3.22 Amendment (Originally
allocated to Hydro Part A - refer to MOA No.8.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 8 _ 18 2015 2 1 _
Notification Date 16 June 2023 _ Hydro Kurri Kurri (Part A - land above PMF excluded from
Amendment No 4).

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 9 _ 18 2020 3 1 _
Notification Date 25 August 2023 _ Special Purposes (Various).

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 10 _ 18 2015 2 1 _
Notification Date 24 May 2024 _ Hydro Kurri Kurri (Part B - land above PMF excluded from
Amendment No. 4 and 8.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 11 _ 18 2024 5 1 _
Notification Date 16 August 2024 _ Split Zoning 3.22 Zone Boundary Adjustment.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 12 _ 18 2022 9 1 _
Notification Date 20 September 2024 _ Conversion of LEP PDF maps to Digital Mapping.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 13 _ PP-2024-2402 _
Notification Date 6 December 2024 _ applies to land on and surrounding Kurri Kurri Aquatic
Centre _ Lot 1 DP1153680 and Lot 1 DP1166822. Zoning change from C2 Environmental
Conservation to RE1 Public Recreation.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 44 _ PP-2023-1184 _
Notification Date 13 December 2024 _ Lot 5, DP239505, 406 Wilderness Road, Lovedale -
additional permitted use of "depot" as permitted with development consent, if the depot is used
for the purposes of a balloon tourism business.

Draft Cessnock Local Environmental Plan 2011 _ Amendment 46 _ PP-2024-2769 - Notification
Date 3 February 2025 _ Administrative Amendments _ LGA Wide.

2. Zoning and land use under relevant planning instruments

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described –

- (a) the identity of the zone, whether by reference to –
 - (i) a name, such as “Residential Zone” or “Heritage Area”, or
 - (ii) a number, such as “Zone No 2 (a)”,

R1 General Residential under the Cessnock Local Environmental Plan 2011



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- (b) the purposes for which development in the zone –
 - (i) may be carried out without development consent, and
 - (ii) may not be carried out except with development consent, and
 - (iii) is prohibited,

R1 General Residential

1 Permitted without consent

Environmental protection works; Home occupations

2 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dwelling houses; Food and drink premises; Group homes; Home industries; Hostels; Kiosks; Markets; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Serviced apartments; Shop top housing; Tank-based aquaculture; Any other development not specified in item 1 or 2

3 Prohibited

Agriculture; Air transport facilities; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Public administration buildings; Recreation facilities (major); Registered clubs; Research stations; Restricted premises; Rural industries; Rural workers' dwellings; Service stations; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Wharf or boating facilities; Wholesale supplies

- (c) whether additional permitted uses apply to the land,
No
- (d) whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,
No
- (e) whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*.
The land is not land that includes or comprises biodiversity conservation under the Biodiversity Conservation Act 2016.



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- (f) whether the land is in a conservation area, however described,
The land is not a conservation area under the Cessnock Local Environmental Plan 2011.
- (g) whether an item of environmental heritage, however described, is located on the land.
An item of environmental heritage identified in Cessnock Local Environmental Plan 2011 is not situated on the land.

3. Contributions plans

- (1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.

Cessnock Section 7.12 Levy Contributions Plan 2017.

Cessnock City Wide Local Infrastructure Contributions Plan 2020.

Housing and Productivity Contributions

58 2023 1 1_ Draft Amendment No 2 to Cessnock City Wide S7.11 Infrastructure Contributions Plan and Cessnock City Wide S7.12 Infrastructure Contributions Plan _ Public Exhibition 28 March 2025 _ 9 May 2025

- (2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4-
- (a) The name of the region, and
 - (b) The name of the Ministerial planning order in which the reason is identified.
- (3) If the land is in a special contribution area to which a continued 7.23 determination applies, the name of the area.
- (4) In this section-

Continued 7.23 determination means a 7.23 determination that-

- (a) Has been continued in force by the Act, Schedule 4, Part 1, and
- (b) Has not been repealed as provided by that part.

Note- The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

No

4. Complying development

- (1) If the land is land on which complying development may be carried out under each of the complying development codes under State Environmental Planning Policy (*Exempt and Complying Development Codes*) 2008, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.
- (2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—
- (a) a restriction applies to the land, but it may not apply to all of the land, and



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(b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

(4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

Housing Code	Complying Development may be carried out under the Housing Code where it meets the requirements of Clause 3.4 Complying development on bush fire prone land contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Rural housing code	Complying Development may not be carried out under the Rural Housing Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.
Low Rise Housing Diversity Code	Complying Development may be carried out under the Low Rise Housing Diversity Code where it meets the requirements of Clause 3B.4 Complying development on bush fire prone land contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Greenfield Housing Code	Complying Development may be carried out under the Greenfield Housing Code where it meets the requirements of Clause 3C.5 Complying development on bush fire prone land contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Housing Alterations Code	Complying Development may be carried out on the land under the Housing Alterations Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
General Development Code (Transitional development under former General Housing Code and related provisions)	Complying Development may be carried out on the land under the General Development Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Industrial and Business Alterations Code	Complying Development may be carried out on the land under the Industrial and Business Alterations Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Industrial and Business Buildings	Complying Development may not be carried out



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Code	under the Industrial and Business Buildings Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.
Container Recycling Facilities Code	Complying Development may not be carried out under the Container Recycling Facilities Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.
Subdivisions Code	Complying Development may be carried out on the land under the Subdivision Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Demolition Code	Complying Development may be carried out on the land under the Demolition Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Fire Safety Code	Complying Development may be carried out on the land under the Fire Safety Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Agritourism and Farm Stay Accommodation Code	Complying Development may not be carried out on the land under the Agritourism and Farm Stay Accommodation Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.

5. Exempt Development

- (1) If the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.16(1) (b1) -(d) or 1.16A.
- (2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

Biodiversity Conservation Act 2016 and Fisheries Management Act 1994	Exempt Development may not be carried out on land that is a declared area of outstanding biodiversity value under the Biodiversity Conservation Act 2016 or declared critical habitat under Part 7A of the Fisheries Management Act 1994
Wilderness Act 1987	Exempt Development may not be carried out on land that is, or is part of, a wilderness area (within the

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	meaning of Wilderness Act 1987)
Heritage Act 1977	Exempt Development may not be carried out on land that is, or on which there is, an item that is listed on the State Heritage Register under the Heritage Act 1977, or that is subject to an interim heritage order under that Act
Schedule 4 _ Land included from the General Exempt Development Code	Exempt Development may be carried out on land that is described or otherwise identified on a map specified in Schedule 4.
Land within 18 kilometres of Siding Spring Observatory	Exempt Development may not be carried out on Land within 18 kilometres of Siding Spring Observatory
Schedule 11 _ Conditions applying to complying development certificates under the Agritourism and Farm Stay Accommodation Code	Exempt Development may not be carried out on the land under the Agritourism and Farm Stay Accommodation Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.

- (3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that-
- (a) a restriction applies to the land, but it may not apply to all of the land, and
 - (b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.
- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

There are no variations to the exempt development codes within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 that apply in the Cessnock local government area.

6. Affected building notices and building product rectification orders

- (1) Whether the Council is aware that –
- (a) an affected building notice is in force in relation to the land, or
 - (b) a building product rectification order is in force in relation to the land that has not been fully complied with, or
 - (c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

- (2) In this section –

affected building notice has the same meaning as in the *Building Products (Safety) Act 2017*, Part 4.

building Product Rectification Order has the same meaning as in the *Building Products (Safety) Act 2017*.

There is not an affected building notice, as defined by the Building Product (Safety) Act 2017, in force in respect to the land.



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There is not an outstanding building product rectification order, as defined by the Building Products (Safety) Act 2017, in force in respect to the land.

A notice of intent to make a building product rectification order, as defined by the Building Products(Safety) Act 2017, has not been served in respect to the land.

7. Land reserved for acquisition

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

No

8. Road widening and road realignment

Whether the land is affected by road widening or road realignment under –

- (a) the *Roads Act 1993*, Part 3, Division 2, or
- (b) an environmental planning instrument, or
- (c) a resolution of the council.

The land is not affected by a road widening or road realignment proposal under:

- (a) Division 2 of Part 3 of the *Roads Act 1993*, or
- (b) any environmental planning instrument, or
- (c) any resolution of the council.

9. Flood related development controls

- (1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

No

- (2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

No

- (3) In this section –

flood planning area has the same meaning as in the Flood Risk Management Manual.

Flood Risk Management Manual means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.

probable maximum flood has the same meaning as in the Flood Risk Management Manual.

Details relating to flood risk and flood planning levels are provided on a flood certificate and flood data application form. See Cessnock City Council's website [Flood Certificate and Flood Data Application Form](#)



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Note: Flood Studies

- Cessnock Citywide Flood Study
- Branxton Flood Level Review WMA Water Final Report
- Floodplain Risk Management Study and Plan Report Cessnock City (Black Creek)
- Hunter River Branxton to Green Rocks Flood Study Final Report
- Wallis and Swamp Creek Flood Study Final Report Volume 1
- Wallis and Swamp Creek Flood Study Final Report Volume 2
- Wollombi Floodplain Risk Management Study & Plan
- Greta Flood Study
- Swamp/Fishery Creek Floodplain Risk Management Study - Final Report

10. Council and other public authority policies on hazard risk restrictions

- (1) Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of:

Landslip

No

Bushfire

No

Tidal Inundation

No

Subsidence

No

Acid Sulphate Soils

No

Contamination

Cessnock City Council _ Contaminated Land Policy _ Land Use Planning

Note: Council has adopted a policy for managing contaminated land. This may restrict development of identified contaminated or potentially contaminated land and is implemented when zoning, development or land use changes are proposed. Consideration of Council's adopted policy and section C5 of the Cessnock Development Control Plan along with the provisions of State Environmental Planning Policy (Resilience and Hazards) 2021 is required when changes or development is proposed.

Aircraft Noise

No

Salinity

No



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Coastal Hazards

No

Sea Level Rise

No

Any Other Risk (other than flooding)

Cessnock City Council _ Climate Change Policy _ Land Use Planning

In this section – **adopted policy** means a policy adopted –

- (a) by the council, or
- (b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

11. Bush fire prone land

- (1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.
- (2) If none of the land is bush fire prone land, a statement to that effect.

Some of the land is bushfire prone land as defined in the Environmental Planning & Assessment Act 1979.

12. Loose-fill asbestos insulation

If the land includes residential premises, within the meaning of the *Home Building Act 1989* (Part 8, Division 1A), that are listed on the Register kept under that Division, a statement to that effect.

No

13. Mine subsidence

Whether the land is declared to be a mine subsidence district, within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

No

14. Paper subdivision information

- (1) The name of a development plan adopted by a relevant authority that –
 - (a) applies to the land, or
 - (b) is proposed to be subject to a ballot.

There is no development plan adopted by a relevant authority that applies to the land of that is proposed to be subject to a consent ballot.



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- (2) The date of a subdivision order that applies to the land.
There is no subdivision order that applies to the land
- (3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

15. Property vegetation plans

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

The land is not land to which a property vegetation plan approved under Part 4 of the *Native Vegetation Act 2003* (and that continues in force) applies, only insofar as the Council has been notified of the existence of the plan by the person or body that approved the plan under the Act.

16. Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016*, Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.

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

The land is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, but only insofar as the Council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.

17. Biodiversity certified land

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

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

The land is not biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*.

18. Orders under Trees (Disputes Between Neighbours) Act 2006

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

No

19. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

- (1) If the *Coastal Management Act 2016* applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the



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Local Government Act 1993, section 496B, for coastal protection services that relate to existing coastal protection works.

(2) In this section –

existing coastal protection works has the same meaning as in the *Local Government Act 1993*, section 553B.

Note – Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

No, the land is not subject to annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services.

20. Western Sydney Aerotropolis

Whether under *State Environmental Planning Policy (Precincts—Western Parkland City) 2021*, Chapter 4 the land is—

- (a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or
- (b) shown on the Lighting Intensity and Wind Shear Map, or
- (c) shown on the Obstacle Limitation Surface Map, or
- (d) in the “public safety area” on the Public Safety Area Map, or
- (e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.

The *State Environmental Planning Policy (Precincts—Western Parkland City) 2021* does not apply to land within the Cessnock local government area.

21. Development consent conditions for seniors housing

If *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2).

No

22. Site compatibility certificates and development consent conditions for affordable rental housing

- (1) Whether there is a current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate –
 - (a) the period for which the certificate is current, and
 - (b) that a copy may be obtained from the Department.

There is not a valid current or former site compatibility verification certificate for affordable rental housing on the land.

- (2) If *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, clause 21(1) or 40(1).



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No, Council is not aware of a condition of a development consent in relation to the land that are of a kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, Clause 17(1) or 38(1).

Note: Any conditions of a development consent in relation to land that are of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1).

In this section, former site compatibility certificate means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

- (3) Any conditions of a development consent in relation to land that are of a kind referred to in *State Environmental Planning Policy (Affordable Housing) 2009*, clause 17(1) or 38(1).

No

- (4) In this section –

former site compatibility certificate means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

23. Water or sewerage services

If water or sewerage services are, or are to be, provided to the land under the [Water Industry Competition Act 2006](#), a statement to that effect.

Note: A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the [Water Industry Competition Act 2006](#), a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the [Water Industry Competition Act 2006](#) is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the [Water Industry Competition Act 2006](#) become the responsibility of the purchaser.

Yes

24. Special entertainment precincts

Whether the land or part of the land is in a special entertainment precinct within the meaning of the Local Government Act 1993, section 202B.

No

25. Interim development in future infrastructure corridors

If State Environmental Planning Policy (Transport and Infrastructure) 2021, section 4.7A applies to the land, a condition of a development consent granted in relation to the land that is a condition of the concurrence granted by Transport for NSW under that section.

No

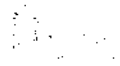


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For further information, please contact Council's Assistant Strategic Planner on 02 4993 4100.

A handwritten signature in black ink, appearing to read "Peter Chrystal", is positioned above the printed name.

Peter Chrystal
Director Planning and Environment



Huntlee Water Utility

Huntlee Water Pty Ltd ACN 167 418 608 (Huntlee Water), a wholly-owned subsidiary of Flow Systems Pty Ltd ACN 136 272 298 (**Flow Systems**), has been appointed by Huntlee Pty Ltd ACN 143 744 745 (**Developer**) to establish an independent water utility for the Huntlee development (**Development**).

Huntlee Water will operate and maintain the drinking water, recycled water and sewerage (wastewater) infrastructure within the Development.

As a property owner within the Development, you will be a customer of Huntlee Water, a private water utility licensed under the *Water Industry Competition Act 2006* (NSW) and regulated by the Independent Pricing and Regulatory Tribunal. Huntlee Water will provide drinking water, recycled water and wastewater services (**Huntlee Water Scheme**) to all properties within the Development, together with customer support services.

1. Services

Huntlee Water will provide the following services to your property:

(a) **Wastewater collection and treatment**

Huntlee Water will collect your property's wastewater via your property's "on-lot infrastructure" and it will be treated at Huntlee Water's local water centre located at the Development.

(b) **Recycled water supply**

Huntlee Water will produce high quality recycled water at its local water centre and will supply it directly to your property for irrigation, toilet flushing and cold water clothes washing machine use (**Recycled Water Uses**). The recycled water will comply with the *Australian Guidelines for Water Recycling*.

(c) **Drinking water supply**

Huntlee Water will purchase drinking water from Hunter Water Corporation, and will supply it directly to your property for use in kitchens, showers, baths, hand basins, hot water clothes washing and some outdoor use (for example filling swimming pools and spas).

For more information about the provision of these services, please refer to the *Homeowner's Guide* and related material on Huntlee Water's website (www.huntleewater.com.au).

2. Customer registration, connection and fees

In order to receive the above services you need to register with Huntlee Water as a customer and then proceed to connection to the Huntlee Water Scheme as detailed below. In order to apply for your occupation certificate once your new home/premises is built prior to moving in, you will need to obtain a connection certificate from Huntlee Water.

(a) **Registration and fees**

Prior to commencing construction, you must register as a customer of Huntlee Water via Huntlee Water's website (www.huntleewater.com.au > *Get Connected* > *Connect My Home* > *For Homeowners* > *Register*). Huntlee Water will also need you to set up a direct debit authority for monthly payments of your Huntlee Water account.

Further information about the applicable fees and charges can be found on the Huntlee Water website – www.huntleewater.com.au > *Get Connected* > *Fees & Charges*.

(b) **Development approval for your home/premises**

Compliance with Huntlee Water's on-lot infrastructure requirements (described below) is a condition of the development consent issued by Cessnock City Council or your private certifier for the construction of your home/premises.

Construction plans must be submitted to Huntlee Water for approval prior to commencing construction.

Within 5 Business Days of receipt (or such longer time as may be reasonably required by Huntlee Water) of the construction plans, Huntlee Water will provide you with a notice stating whether or not it approves the construction plans (including if the plans are not approved the reasons for non-approval).

If Huntlee Water provides you with a notice that it does not approve the construction plans, you must amend the construction plan to address any comments in the notice. You must then resubmit such amended construction plans to Huntlee Water and the approval process will reapply in relation to such amended construction plans.

Once you obtain your construction certificate or complying development certificate, you can then apply to Huntlee Water for your drinking water meter (provided that you have registered as a Huntlee Water customer).

(c) **Building your home/premises**

The new land that you have purchased already contains the basic infrastructure required to facilitate connection to the Huntlee Water Scheme (described under section 4(c)(i) below). Connection to the Huntlee Water Scheme is a mandatory condition of the purchase of your land.

You must ensure that all contractors involved in the construction of your home/premises (eg. builder, plumber, electrician, and landscaper) are aware of and follow the instructions outlined in the guides found on Huntlee Water's website – see www.huntleewater.com.au > *Get Connected*.

You are also responsible for connection to Huntlee Water's drinking water system via installation of the drinking water meter supplied by Huntlee Water. During construction, drinking water will be available to your property for construction purposes but wastewater services will not be available to your property. Accordingly, suitable on-site wastewater arrangements (eg. portaloos) will need to be made by your builder. You will be responsible for any water usage and supply charges during construction.

If you contract a project home builder for construction of your new home, you will need to confirm with your builder whether they will manage the connection process and pay any relevant fees on your behalf.

(d) **On-property plumbing**

To ensure that all internal and external Recycled Water Uses are connected and plumbed to your home/premises appropriately, you must make sure that your builder and/or plumber follow the relevant Australian Standards and instructions set out in the 'Connect My Home' guides found on Huntlee Water's website – see www.huntleewater.com.au > Get Connected.

The connections for Recycled Water Uses will be inspected by the Office of Fair Trading (or its delegate) during construction of your home/premises and also by Huntlee Water prior to connecting your property to Huntlee Water's wastewater network.

(e) **Connection**

When construction of your home/premises has been completed, you are responsible for activating the customer connection process for wastewater and recycled water outlined on Huntlee Water's website – see www.huntleewater.com.au > Get Connected.

Huntlee Water will complete a Pre-Connection Inspection, then allow up to 10 business days for installation of the additional on-lot infrastructure required to connect your property to Huntlee Water's wastewater and recycled water networks. Once these steps have been completed, your property will have access to these services provided by Huntlee Water. Upon connection, Huntlee Water will issue you with a Connection Certificate which will enable you to apply to your local Council or certifier for an occupancy certificate providing you with authority to move into your home/premises.

3. Customer contract and fees

The terms and conditions of supply of the services are set out in the customer contract entered into between you and Huntlee Water as part of Huntlee Water's customer registration process.

In addition to paying the Connection Fee to connect your home/premises to Huntlee Water's water and wastewater infrastructure, you will also be required to pay Huntlee Water for the ongoing supply of the services as they become connected (starting with installation of the drinking water meter). Details of Huntlee Water's fees and billing process are available on Huntlee Water's website – see www.huntleewater.com.au > Get Connected > Fees & Charges.

4. Water Service Infrastructure

Huntlee Water is responsible for operating and maintaining all drinking water, recycled water and wastewater infrastructure within the Development, including the following:

(a) **Local Water Centre**

A local water centre (which includes wastewater treatment and recycled water production plant and equipment, together with associated storage) is located within the Huntlee Development and is responsible for:

- (i) treatment of wastewater from your property and others within the Development, and
- (ii) production and delivery of recycled water for Recycled Water Uses to your property and others within the Development.

(b) Network Infrastructure

The network infrastructure located within the Huntlee Development comprises:

- (i) a wastewater collection reticulation network (which at Huntlee is a pressure sewer system) which takes wastewater from your property and delivers it to the local water centre;
- (ii) a recycled water reticulation delivery network which takes recycled water from the local water centre and delivers it to your property for Recycled Water Uses; and
- (iii) a drinking water reticulation delivery network which takes drinking water from Hunter Water Corporation's drinking water supply and delivers it to your property for use in kitchens, showers, baths, hand basins, hot water clothes washing and some outdoor use (for example filling swimming pools and spas).

(c) On-lot infrastructure

The following on-lot infrastructure (all of which remains the property of Huntlee Water) located at your property comprises:

(i) Phase 1 on-lot infrastructure

The Phase 1 on-lot infrastructure connects your property to the network infrastructure. The cost of this infrastructure is paid for by the Developer, and comprises an in-ground wastewater collection tank, boundary kit and discharge pipework, and capped recycled water and drinking water pipes.

(ii) Phase 2 on-lot infrastructure

Once you have registered as a customer of Huntlee Water (in accordance with Huntlee Water's customer registration process outlined above) and your home/premises has been constructed, Huntlee Water will arrange for connection of the Phase 2 on-lot infrastructure. The cost of this infrastructure is also paid for by the Developer, and comprises a pressure sewer grinder pump, level sensor and control panel, as well as a recycled water meter together with a data management/telemetry unit.

Connecting to the recycled water reticulation delivery network will satisfy the requirements of the Reticulated Alternative Water Supply criteria for the purposes of BASIX. Connection will also enable you to obtain an occupation certificate, which provides authority for you to move into your new home/premises.

Additionally, as you will have access to the recycled water reticulation delivery network, you do not need to install a rainwater tank at your property (this would otherwise be required for you to satisfy BASIX requirements prior to obtaining your occupation certificate).

(iii) **Network Infrastructure Ownership**

The network infrastructure, including the on-lot infrastructure and drinking water meter is owned and maintained by Huntlee Water. For the purpose of maintenance, repairs and routine and other inspections, you consent to Huntlee Water and its authorised contractors accessing your on-lot infrastructure: see the Property Access Policy on Huntlee Water's website (www.huntleewater.com.au > *Get Connected > The Legals*).

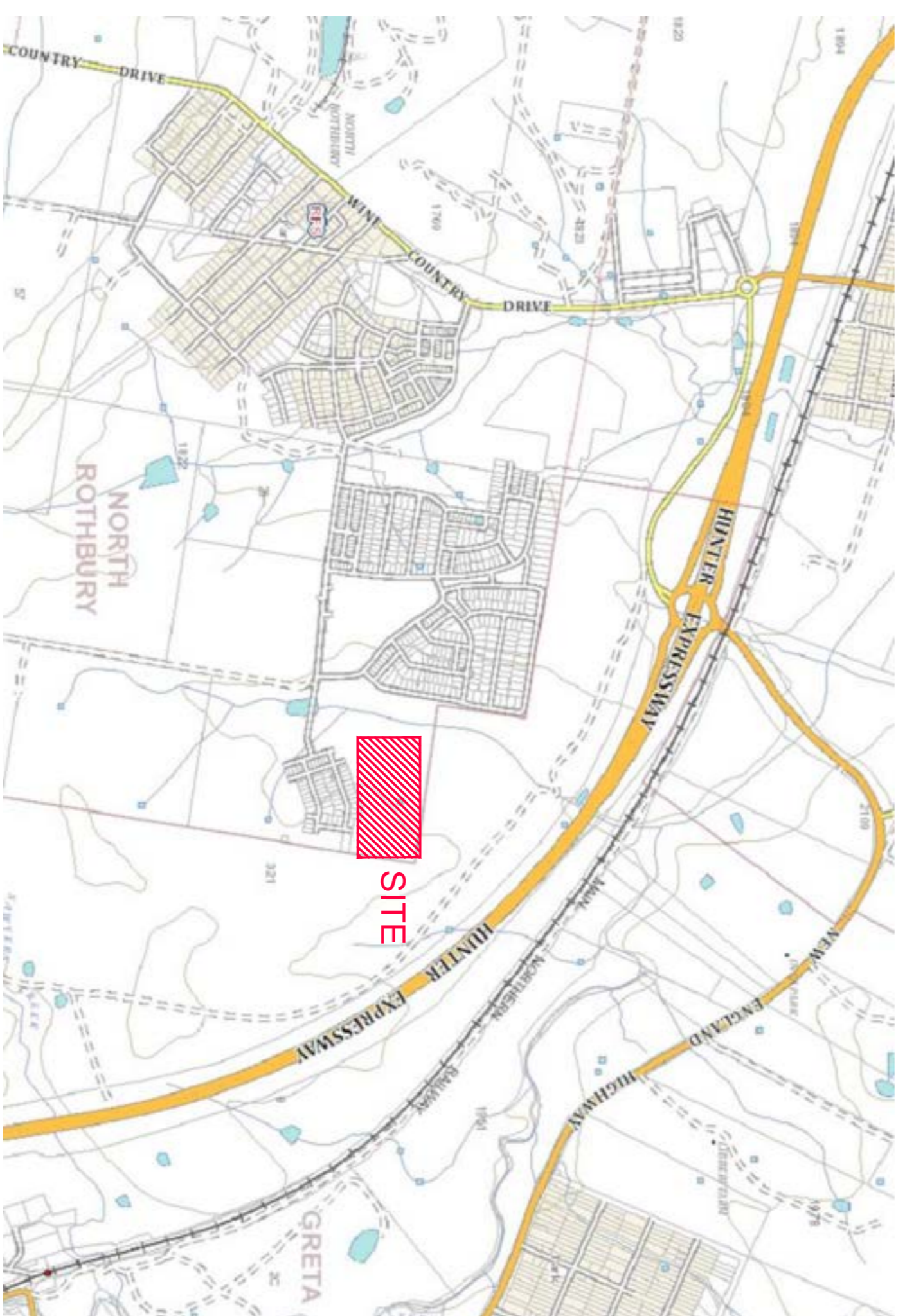
If you, any occupant or visitor or one of your contractors is responsible for any damage to, or obstructions or blockages otherwise impeding the operation of the on-lot infrastructure, you will be responsible for the cost of repair or replacement by Huntlee Water.

5. On-sale of your property

If you decide to sell your property prior to registration with Huntlee Water, you must ensure a copy of this document is enclosed with and forms a part of your contract of sale with the new purchaser. In order to obtain the services provided by Huntlee Water, a new purchaser has to follow the steps outlined above.

If you complete the customer registration with Huntlee Water and then subsequently sell your property, you must provide Huntlee Water with the details of the new purchaser, including the settlement date and the purchaser's name and contact details. If you do not do so, you will remain liable for all fees and charges as if you continued to be the owner of the property.

PROPOSED SUBDIVISION STAGE 19a RIGBY DRIVE, HUNTLEE



DRAWING NUMBER	DRAWING TITLE
24003719a-WAT-001	COVER SHEET, LOCALITY PLAN AND DRAWING INDEX
24003719a-WAT-002	GENERAL NOTES
24003719a-WAT-003	OVERALL SITE PLAN
24003719a-WAT-004	POTABLE WATER DETAIL PLAN - SHEET 1
24003719a-WAT-005	POTABLE WATER DETAIL PLAN - SHEET 2
24003719a-WAT-006	POTABLE WATER DETAIL PLAN - SHEET 3
24003719a-WAT-007	NOT USED
24003719a-WAT-008	RECYCLED WATER DETAIL PLAN - SHEET 1
24003719a-WAT-009	RECYCLED WATER DETAIL PLAN - SHEET 2
24003719a-WAT-010	RECYCLED WATER DETAIL PLAN - SHEET 3
24003719a-WAT-011	NOT USED
24003719a-WAT-012	PRESSURE SEWER DETAIL PLAN - SHEET 1
24003719a-WAT-013	PRESSURE SEWER DETAIL PLAN - SHEET 2
24003719a-WAT-014	PRESSURE SEWER DETAIL PLAN - SHEET 3
24003719a-WAT-015	PRESSURE SEWER FLOW REDIRECTION DETAIL
24003719a-WAT-016	TYPICAL PIPEWORK TRENCHING DETAILS
24003719a-WAT-017	NOT USED
24003719a-WAT-018	TYPICAL SERVICE CONNECTION DETAILS
24003719a-WAT-019	WASTEWATER COLLECTION TANK LEVEL DETAILS
24003719a-WAT-020	THRUST BLOCK DETAILS

LOCALITY SKETCH
NOT TO SCALE

REV.	DATE	AMENDMENT	DRAWN	CHECK	DESIGN	VERIFY	SCALES
A	20.05.2020	PRELIMINARY ISSUE	J.N.	C.B.	J.N.	C.B.	
B	11.06.2020	AMENDED ISSUE - CLIENT COMMENTS	J.N.	C.B.	J.N.	C.B.	
C	18.06.2020	AMENDED ISSUE - CLIENT COMMENTS	J.N.	C.B.	J.N.	C.B.	
0	24.06.2020	AMENDED ISSUE - CLIENT COMMENTS	J.N.	C.B.	J.N.	C.B.	
1	16.07.2020	AMENDED CONSTRUCTION ISSUE	J.N.	C.B.	J.N.	C.B.	
2	28.08.2020	AMENDED CONSTRUCTION ISSUE	J.N.	C.B.	J.N.	C.B.	
3	01.12.2020	AMENDED CONSTRUCTION WORK AS CONSTRUCTED	RJC	ML	-	ML	

cdw Johnson
Hunter Office
Unit 7/335 Hillborough Rd
Wentworth Bay N.S.W. 2282
Phone: (02) 4978 5100
Fax: (02) 4978 5199
email: hunter@cdwjohnson.com.au
www.cdwjohnson.com.au
ABN 62 129 445 398

Huntlee + Water

PROPERTY DESCRIPTION	SURVEYED	DATE	PROJECT
PROPOSED SUBDIVISION STAGE 19a MORAN PARKWAY, HUNTLEE	ADW Johnson	A.H.D.	240037(19a) - WAT - 001

PROJECT	PLAN TITLE	DISCIPLINE	NUMBER	REV.
POTABLE WATER, RECYCLED WATER AND PRESSURE SEWER RETICULATION	COVER SHEET, LOCALITY PLAN AND DRAWING INDEX	WAT	001	3

ORIGIN OF W.A.C. LEVELS
PM 20029
E: 345 613, 420
N: 6 382 880, 288
RL: 77.675m
Co-Ord System: MGA Ground
MGA Datum: GDA2020
MGA Zone: 58

WORK AS CONSTRUCTED
THESE DRAWINGS ARE AN ACCURATE REPRESENTATION AS AT 26/11/2020 OF THE WORK AS CONSTRUCTED, BUT THE POSITION OF THE WORK RELATIVE TO OTHER STRUCTURES OR BOUNDARIES IS APPROXIMATE ONLY AND HAS NOT BEEN VERIFIED BY PRECISE SURVEY.
COMPANY: ADW Johnson Pty Ltd
NAME: MATHEW DAVID LONDON
REGISTERED SURVEYOR
DATE: 02/12/2020
SIGNED: _____
CONSTRUCTION MANAGER

APPROVED FOR CONSTRUCTION
By ADW Johnson Pty Ltd
Date Approved: 03/07/2020

CONSTRUCTION ISSUE



PRESSURE SEWER NOTES:

1. ALL WORKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE DESIGN DRAWINGS, FLOW SYSTEMS SUPPLEMENTARY MANUAL TO WSA, PRESSURE SEWAGE CODE OF AUSTRALIA - WSA 0-2007 VERSION 11 AND POLYETHYLENE PIPELINE CODE WSA 01-2004.
2. ALL EQUIPMENT MATERIALS AND ACCESSORIES USED IN THIS CONTRACT SHALL BE NEW AND SHALL COMPLY WITH FLOW SYSTEMS REQUIREMENTS. BUT FUSION FITTINGS DERIVED FROM THE GEOTECHNICAL REPORTS SHALL NOT BE PERMITTED FROM THE GEOTECHNICAL REPORTS PRODUCT RANGE. ELECTROFUSION FITTINGS DERIVED FROM THE GEOTECHNICAL REPORTS SHALL NOT BE PERMITTED FROM THE GEOTECHNICAL REPORTS PRODUCT RANGE.
3. ALL SERVICES SHOWN ARE INDICATIVE ONLY. A CURRENT SERVICES SEARCH AND SITE CHECK OF ALL EXISTING SERVICES WILL BE REQUIRED PRIOR TO COMMENCEMENT OF ANY WORKS.
4. THE CONSTRUCTOR SHALL DETERMINE LEVELS AND LOCATIONS OF ALL EXISTING SERVICES IN THE VICINITY OF THE CONSTRUCTION SITE AND ANY CONSTRUCTED STRUCTURES FOR PROPOSED SERVICES, SUCH AS DUCTING FOR WATER OR ELECTRICITY WITHIN THE SUBDIVISION. THE CONTRACTOR MUST ENSURE ALL SERVICES ARE LOCATED BY THE RELEVANT AUTHORITY PRIOR TO COMMENCEMENT OF WORKS.
5. PRESSURE SEWER MAINS SHALL BE BLACK POLYETHYLENE (PE100 PN16) WITH A CREAM STRIPE AS PER WSA 02-2007 AND FLOW SYSTEMS SUPPLEMENTARY MANUAL TO WSA.
6. ALL POLYETHYLENE MAINS ≤ DN200 SHALL BE JOINED USING BUTT WELD JOINTING TECHNIQUES IN ACCORDANCE WITH MANUFACTURERS REQUIREMENTS.
7. MAINS TO BE Laid GENERALLY AS INDICATED IN SERVICE ALLOCATION DIAGRAMS. INSTRUCTION NOTES SHALL TAKE PRECEDENCE OVER DIAGRAMS WHERE PROVIDED. 600mm HORIZONTAL CLEARANCE TO BE MAINTAINED BETWEEN ALL SEWER AND WATER MAINS. MINIMUM PIPE COVER SHALL BE 900mm IN FOOTWAYS AND 1000mm IN ROADWAYS. MAXIMUM PIPE COVER SHALL BE 1500mm WHERE COVER FOR A TRENCHED INSTALLATION EXCEEDS 1500mm BUT LESS THAN 2500mm THE MAIN AS A MINIMUM SHALL BE EMBEDDED IN STABILISED SAND. THE CONTRACTOR SHALL ENSURE THAT ALL PRESSURE SEWER AND RECYCLED WATER MAINS HAVE SUFFICIENT VERTICAL SEPARATION AS PER THE CLEARANCE TABLE ADJACENT.
8. MAINS CROSSING UNDER EXISTING DRIVEWAYS (SEALED PAVED OR DECORATIVE) SHALL BE CONDUCTED BY UNDER BORING ONLY UNLESS PERMISSION IS GRANTED BY THE AFFECTED PROPERTY OWNER.
9. MAINS WITHIN 2.0m OF ELECTRICITY OR POWER POLES SHALL BE CONDUCTED BY BORING TECHNOLOGY (UNLESS AGREED TO BY THE HUNTEE WATER REPRESENTATIVE).
10. ALL PIPE BEDDING MATERIAL SHALL COMPLY WITH WSA PRODUCT SPECIFICATION WSA-P350 AND WSA-P351.
11. ALL BENDS SHALL BE ELECTROFUSION OR BUTT WELD SWEEP BENDS FABRICATED BENDS SHALL NOT BE USED IN UREI KNUCKLE ELBOWS ARE NOT PERMITTED.
12. MINIMUM BENDING RADIUS FOR PN16 (SOR11) SHALL BE 20 x DN (i.e. DN400 - R80.0m; DN250 - R50.0m; DN200 - R40.0m; DN150 - R32.0m; DN125 - R25.0m; DN90 - R18.0m; DN75 - R15.0m; DN63 - R13.0m; DN50 - R10.0m; DN40 - R8.0m).
13. ALL HOUSE SERVICE LATERALS SHALL BE DN40 (PE100 PN16).
14. FUSION FITTINGS SHALL COMPLY WITH FLOW SYSTEMS STANDARD DRAWINGS. REFER MAINS (L-DN10) <http://flowssystem.com.au/governance/land/Housing/DSS-007B-FS.pdf> LARGER MAINS (L-DN10) <http://flowssystem.com.au/governance/land/Housing/DSS-007B-FS.pdf>
15. LOCALISED DEPENDING OF MAINS MAY BE REQUIRED TO FACILITATE AIR VALVE INSTALLATION. THE CONTRACTOR SHALL ENSURE THAT THE AIR VALVE OFF TAKE IS LOCATED AT A HIGH POINT (NATURAL OR ARTIFICIAL) IN THE MAIN (i.e. MAIN SHALL GRADE DOWNWARDS EITHER SIDE OF THE AIR VALVE).
16. DETECTABLE MARKING TAPE SHALL BE Laid ON TOP OF THE PIPE EMBEDMENT MATERIAL BEFORE BACKFILLING AND CONNECTED TO SURFACE FITTINGS.
17. ALL SURFACE FITTINGS LOCATED IN TRAFFICABLE AREAS (i.e. ROADWAYS, PATHS etc.) SHALL HAVE HEAVY DUTY SURROUNDS INSTALLED.
18. DURING CONSTRUCTION ALL OPEN ENDS OF PIPE SHALL BE CAPPED OFF TO PREVENT ENTRY OF FOREIGN MATTER.
19. ALL VALVES SHALL BE RESILIENT SEALED SLUICE VALVES (CLOCKWISE CLOSING) SHALL BE RESTRAINED IN ACCORDANCE WITH WAT-1207 AND SHALL COMPLY WITH FLOW SYSTEMS STANDARD DRAWING PSS-105-55.
20. ALL MAINS SHALL BE TESTED IN ACCORDANCE WITH WSA 07-2007 VERSION 11.
21. FOR LOTS WITH TANKS IN THE REAR. 1 x Ø25mm INSTRUMENTATION CONDUIT (ORANGE) AND 1 x Ø25mm ELECTRICAL CONDUIT (ORANGE) WITH DRAWN WIRES SHALL BE INSTALLED FROM THE COLLECTION TANK TO WATER METERS. THE CONDUITS SHALL BE Laid IN A COMMON TRENCH WITH THE SEWAGE AND MAINTAIN A MINIMUM HORIZONTAL CLEARANCE OF 400mm (REFER TO FLOW SYSTEMS STANDARD DRAWINGS FOR SETOUT DIMENSIONS).
22. THE CONSTRUCTOR SHALL PROVIDE HUNTEE WATER WITH MINIMUM OF 7 DAYS NOTICE IN WRITING OF INTENT TO CONNECT NEW MAINS TO EXISTING INFRASTRUCTURE. CONNECTIONS ARE NOT PERMITTED UNTIL COMPLIANT TEST RESULTS HAVE BEEN PROVIDED AND CONFIRMATION IS PROVIDED BY THE HUNTEE WATER REPRESENTATIVE.
23. UPON COMPLETION OF WORKS, ALL SURFACES MUST BE RESTORED AS CLOSE AS POSSIBLE TO THE CONDITION THAT EXISTED PRIOR TO COMMENCEMENT OF WORKS.
24. PERMISSION OF ENTRY MUST BE OBTAINED BY THE CONTRACTOR FROM THE OWNER/OCCUPIER PRIOR TO COMMENCEMENT OF WORK IN PRIVATE PROPERTY.
25. BURIED FITTINGS ARE NOT TO BE BACKFILLED UNTIL W.A.C. DETAILS HAVE BEEN OBTAINED AND APPROVAL FOR BACKFILLING GIVEN BY THE HUNTEE WATER REPRESENTATIVE. THE CONTRACTOR SHALL PROVIDE M.G.A. COORDINATED WORK-AS-CONSTRUCTED INFORMATION REGARDING THE INSTALLATION OF ALL BURIED FITTINGS.
26. THE MINIMUM NUMBER OF COMPACTION TESTS REQUIRED TO SATISFY THE PRESSURE SEWER CODE OF AUSTRALIA (CLAUSE 713.4) ARE:
 1. TRENCH FILL ZONE: 1 TEST/300mm LAYER OF FILL AT EACH ROAD CROSSING.
 2. TRENCH FILL ZONE: 1 TEST/900mm OF FILL AND EACH 100 LINEAL METRES OF PIPE.
 3. BOUNDARY KITS (COMPACTE) SHALL BE NOW SUPPLIED (NOV PSS-8K4).
 4. e-one COLLECTION TANK (ESD 20-0032/ESD 20-0033) SHALL BE INSTALLED WITH BOUNDARY KIT (REFER FLOW SYSTEMS STANDARD DRAWINGS PSS-112-FS AND PSS-113-FS). PUMP TO BE INSTALLED BY OTHERS.
27. ALL MAINS UP TO THE BOUNDARY KIT SHALL BE PRESSURE TESTED TO 1600 kPa.
 ALL LINES FROM THE WASTEWATER COLLECTION TANK TO THE MANUAL ISOLATION VALVE WITHIN THE BOUNDARY KIT TO BE PRESSURE TESTED TO 1000kPa.
28. ALL MAINS SHALL BE FLUSHED WITH WATER TO REMOVE ANY DEBRIS PRIOR TO COMMISSIONING.
29. SURFACE IDENTIFICATION MARKERS ARE TO BE PROVIDED TO HUNTEE WATER REQUIREMENTS.
30. ROPE OFF ALL PRESSURE SEWER UNITS AND FLUSHING POINTS TO LIMIT DAMAGE DURING CONSTRUCTION.
31. PRESSURE TRANSMITTER TO BE MEASURED PER 21 GENERAL PURPOSE TRANSMITTER WITH MICROSPIDER LOGGING TELEMETRY AND ALARM PER FLOW SYSTEMS REQUIREMENTS.
32. WORK-AS-CONSTRUCTED DOCUMENTATION SHALL BE PROVIDED BY THE CONTRACTOR STRICTLY IN ACCORDANCE WITH THE FLOW SYSTEMS Q.A. SUBMISSION CHECKLIST.

POTABLE WATER AND RECYCLED WATER NOTES:

1. ALL WORKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE DESIGN DRAWINGS, FLOW SYSTEMS SUPPLEMENTARY MANUAL TO WSA AND WSA 03-2001-31 (SYDNEY WATER EDITION 2014).
2. POTABLE WATER SHALL BE UTILISED FOR FIRE FIGHTING PURPOSES.
3. ALL EQUIPMENT MATERIALS AND ACCESSORIES USED IN THIS CONTRACT SHALL BE NEW, SHALL CONFORM TO THE APPROPRIATE CURRENT AUSTRALIAN STANDARDS AND SHALL COMPLY WITH FLOW SYSTEMS REQUIREMENTS.
4. ALL SERVICES SHOWN ARE INDICATIVE ONLY. A CURRENT SERVICES SEARCH AND SITE CHECK OF ALL EXISTING SERVICES WILL BE REQUIRED PRIOR TO COMMENCEMENT OF ANY WORKS.
5. THE CONSTRUCTOR IS TO DETERMINE LEVELS AND LOCATIONS OF ALL EXISTING SERVICES IN THE VICINITY OF THE CONSTRUCTION SITE AND ANY CONSTRUCTED STRUCTURES FOR PROPOSED SERVICES, SUCH AS DUCTING FOR WATER OR ELECTRICITY WITHIN THE SUBDIVISION. THE CONTRACTOR MUST ENSURE ALL SERVICES ARE LOCATED BY THE RELEVANT AUTHORITY PRIOR TO COMMENCEMENT OF WORKS.
6. THE CONSTRUCTOR SHALL VERIFY WITH THE SITE SUPERVISOR THE POSITION AND LEVEL OF ALL EXISTING AND PROPOSED BOUNDARIES PERTINENT TO THE INFRASTRUCTURE INSTALLATIONS.
7. MAINS TO BE Laid GENERALLY AS INDICATED IN SERVICE ALLOCATION DIAGRAMS. INSTRUCTION NOTES SHALL TAKE PRECEDENCE OVER DIAGRAMS WHERE PROVIDED. 600mm HORIZONTAL CLEARANCE TO BE MAINTAINED BETWEEN ALL SEWER AND WATER MAINS. MINIMUM PIPE COVER SHALL BE 600mm IN FOOTWAYS (TYPE B EMBEDMENT: WAT-1202-V) AND 800mm IN ROADWAYS (TYPE L EMBEDMENT: WAT-1204-V). MAXIMUM PIPE COVER SHALL BE 1500mm WHERE COVER FOR A TRENCHED INSTALLATION EXCEEDS 1500mm BUT LESS THAN 2500mm THE MAIN AS A MINIMUM SHALL BE EMBEDDED IN STABILISED SAND. THE CONTRACTOR SHALL ENSURE THAT ALL RECYCLED WATER MAINS AND PRESSURE SEWER MAINS HAVE SUFFICIENT VERTICAL SEPARATION AS PER THE CLEARANCE TABLE ADJACENT.
8. ALL POTABLE WATER MAINS TO BE BLUE PVC-H (PN16). DIFFERENTIATION OF POTABLE AND RECYCLED WATER SYSTEMS SHALL BE AS PER TABLE 4.1 WSA03-2011 WITH BOTH SERVICES BEING CLASSIFIED AS RECYCLED WATER MAINS ALWAYS BE LOWER THAN POTABLE WATER MAINS. 150mm VERTICAL CLEARANCE BETWEEN POTABLE WATER AND RECYCLED WATER MAINS SHALL BE PROVIDED.
9. MAXIMUM JOINT DEFLECTIONS TO BE IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS.
10. LOCALY LOWER PREPWORK IN VICINITY OF STOP VALVES TO ENSURE SUFFICIENT COVER IS MAINTAINED OVER VALVES. LOWERING OF PREPWORK SHALL BE ACHIEVED OVER A NUMBER OF PIPE LENGTHS EITHER SIDE OF VALVES TO ELIMINATE ANY SHARP DEFLECTIONS.
11. ALL PIPE BEDDING MATERIAL SHALL COMPLY WITH WSA PRODUCT SPECIFICATION PSS-350, 368 AND 369. GEOTECHNICAL CONDITIONS SHOULD BE ASSESSED DURING CONSTRUCTION BY THE CONTRACTOR IN ASSOCIATION WITH THE HUNTEE WATER REPRESENTATIVE TO DETERMINE THE NEED TO MODIFY EMBEDMENT/TRENCH/FILL TYPE AND THE NEED FOR TRENCH BRANAGE/BULKHEADS.
12. DURING CONSTRUCTION ALL OPEN ENDS OF PIPES SHALL BE CAPPED OFF TO PREVENT ENTRY OF FOREIGN MATTER.
13. HYDRANTS MUST NOT BE INSTALLED IN POTENTIAL DRAINAGE Y LOCATIONS. HYDRANTS AND WATER SERVICES SHALL BE NOMINALLY AT LEAST 5.0m FROM EACH BOUNDARY OR ON BOUNDARIES WHERE POSSIBLE. FITTINGS SHALL BE LOCATED BEHIND REGR NILET PITS.
14. THRUST BLOCKS SHALL BE INSTALLED IN ACCORDANCE WITH WAT-1205.
15. ALL PROPERTY (MAIN TO METER) SERVICE CONNECTIONS SHALL BE CONSTRUCTED STRICTLY IN ACCORDANCE WITH FLOW SYSTEMS REQUIREMENTS. REFER TO FLOW SYSTEMS WEBSITE FOR CURRENT VERSION.
 SINGLE SERVICE: <http://flowssystem.com.au/governance/land/Housing/WAT-185B-FS.pdf>
 DUAL SERVICE: <http://flowssystem.com.au/governance/land/Housing/WAT-185B-FS.pdf>
16. PROPERTY SERVICE CONNECTION IS SHALL BE FLUSHED AND LOCKED BY THE HUNTEE WATER REPRESENTATIVE FOLLOWING SUCCESSFUL PRESSURE TESTING.
17. SURFACE FITTINGS LOCATED IN TRAFFICABLE AREAS (i.e. ROADWAYS, PATHS etc.) SHALL HAVE HEAVY DUTY SURROUNDS INSTALLED.
18. ALL MAINS SHALL BE PRESSURE TESTED TO 1500kPa IN ACCORDANCE WITH CLAUSE 19.4 OF WSA03-2011 (SYDNEY WATER EDITION 2014).
19. ALL MAINS SHALL BE FLUSHED WITH WATER TO REMOVE ANY DEBRIS PRIOR TO COMMISSIONING.
20. WATER QUALITY TESTING SHALL BE IN ACCORDANCE WITH WSA 03-2011-31(SYDNEY WATER EDITION-2014, CLAUSE 19.7).
21. THE CONSTRUCTOR SHALL PROVIDE HUNTEE WATER WITH MINIMUM OF 7 DAYS NOTICE IN WRITING OF INTENT TO CONNECT NEW MAINS TO EXISTING INFRASTRUCTURE. CONNECTIONS ARE NOT PERMITTED UNTIL COMPLIANT TEST RESULTS HAVE BEEN PROVIDED AND CONFIRMATION IS PROVIDED BY THE HUNTEE WATER REPRESENTATIVE.
22. UPON COMPLETION OF WORKS, ALL SURFACES MUST BE RESTORED AS CLOSE AS POSSIBLE TO THE CONDITION THAT EXISTED PRIOR TO COMMENCEMENT OF WORKS.
23. PERMISSION OF ENTRY MUST BE OBTAINED BY THE CONTRACTOR FROM THE OWNER/OCCUPIER PRIOR TO COMMENCEMENT OF WORK IN PRIVATE PROPERTY.
24. BURIED FITTINGS ARE NOT TO BE BACKFILLED UNTIL W.A.C. DETAILS HAVE BEEN OBTAINED AND APPROVAL FOR BACKFILLING GIVEN BY THE HUNTEE WATER REPRESENTATIVE. THE CONTRACTOR SHALL PROVIDE M.G.A. COORDINATED WORK-AS-CONSTRUCTED INFORMATION REGARDING THE INSTALLATION OF ALL BURIED FITTINGS.
25. MINIMUM NUMBER OF COMPACTION TESTS REQUIRED TO SATISFY WSA03-2011 (SYDNEY WATER EDITION 2014) (CLAUSE 19.3.3):
 1. TRENCH FILL ZONE: 1 TEST/300mm LAYER OF FILL AT EACH ROAD CROSSING.
 2. TRENCH FILL ZONE: 1 TEST/900mm OF FILL AND EACH 100 LINEAL METRES OF PIPE.
 3. BOUNDARY KITS (COMPACTE) SHALL BE NOW SUPPLIED (NOV PSS-8K4).
 4. e-one COLLECTION TANK (ESD 20-0032/ESD 20-0033) SHALL BE INSTALLED WITH BOUNDARY KIT (REFER FLOW SYSTEMS STANDARD DRAWINGS PSS-112-FS AND PSS-113-FS). PUMP TO BE INSTALLED BY OTHERS.
26. SURFACE IDENTIFICATION MARKERS ARE TO BE PROVIDED TO HUNTEE WATER REQUIREMENTS.
27. PRESSURE TRANSMITTER TO BE MEASURED PER 21 GENERAL PURPOSE TRANSMITTER WITH MICROSPIDER LOGGING TELEMETRY AND ALARM PER FLOW SYSTEMS REQUIREMENTS.
28. WORK-AS-CONSTRUCTED DOCUMENTATION SHALL BE PROVIDED BY THE CONTRACTOR STRICTLY IN ACCORDANCE WITH THE FLOW SYSTEMS Q.A. SUBMISSION CHECKLIST.
29. WHERE THE PIPE GRADE EXCEEDS 5% , TRENCH/SLOPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH WAT-1209 AND WAT-1210 AT THE SPACING OF 100/GRADE%. WHERE PIPE GRADES EXCEED 15%, CONCRETE BULKHEADS WILL BE CONSTRUCTED AT SPACING AS PER TABLE 7.5 OF WSA03-2007 SYDNEY WATER EDITION 2014.
 FLOW SYSTEMS STANDARD DRAWINGS CAN BE FOUND AT THE FOLLOWING ADDRESS:
<http://flowssystem.com.au/governance/land/Housing/WAT-185B-FS.pdf>

GENERAL NOTES:

1. THIS DRAWING SET SHALL BE READ IN CONJUNCTION WITH CESSNOCK CITY COUNCIL STANDARDS, FLOW SYSTEMS SUPPLEMENTARY MANUAL TO WSA AND OTHER ASSOCIATED DRAWINGS AND TECHNICAL SPECIFICATIONS.
2. THE CONTRACTOR SHALL LOCATE AND IDENTIFY ALL UNDERGROUND SERVICES PRIOR TO COMMENCEMENT OF WORK AND SHALL REPAIR ANY DAMAGE CAUSED TO SUCH SERVICES DURING THE COURSE OF WORKS. ANY SERVICE LOCATIONS SHOWN IN THIS DRAWING SET ARE INDICATIVE ONLY.
3. MAKE SMOOTH TRANSITION TO EXISTING WORKS (i.e. ROAD PAVEMENT AND FOOTPATHS) TO P.C.A. AND SUPERINTENDENT'S REQUIREMENTS.
4. SUITABLE PROTECTION TO EXISTING ROAD PAVEMENT, KERB AND GUTTER, FOOTPATHS AND ANY EXISTING FEATURES SHALL BE PROVIDED UNTIL THE CONSTRUCTION WORKS ARE COMPLETED.

CLEARANCES BETWEEN PIPELINES AND UNDERGROUND SERVICES

UTILITY (EXISTING OR PROPOSED SERVICE)	MINIMUM HORIZONTAL CLEARANCE (mm)	
	NEW MAIN SIZE	MINIMUM VERTICAL CLEARANCE (mm)
WATER MAINS - DN175	≤ DN200	≥ DN200
WATER MAINS - DN150	600	60
WATER MAINS - DN125	300*	600
WATER MAINS - DN100	300*	600
WATER MAINS - DN75	300*	600
WATER MAINS - DN50	300*	600
TELECOMMUNICATION CONDUITS AND CABLES	300*	150
ELECTRICITY CONDUITS AND CABLES	200	150
STORMWATER DRAINS	300*	225*
SEWERS (GRAVITY)	1000* / 600	150*
SEWERS (PRESSURE AND VACUUM)	600	500*
KERBS	150	600*

- NOTES:
1. VERTICAL CLEARANCES APPLY WHERE PEDESTALS CROSS OTHER UTILITY SERVICES EXCEPT IN THE CASE OF WATER/SEWER MAINS WHERE VERTICAL SEPARATION SHALL ALWAYS BE MAINTAINED. EVEN WHEN THE PRESSURE SEWER AND WATER MAIN ARE SHARED, THE PRESSURE SEWER SHALL ALWAYS BE LOCATED BELOW THE WATER MAIN TO MINIMIZE THE POSSIBILITY OF BACKFLOW CONTAMINATION IN THE CASE OF MAINS FAILURE.
 2. WATER MAINS INCLUDES MAINS SERVING BOTH POTABLE AND RECYCLED WATER.
 3. FOR AREAS WITH EXISTING WATER RETICULATION, CLEARANCES CAN BE OBTAINED TO 600mm WITH THE APPROVAL OF THE WATER REPRESENTATIVE.
 4. CLEARANCES CAN BE OBTAINED TO 150mm FOR DISTANCES UP TO 2.0m WHERE PASSIVE INSTALLATIONS SUCH AS RALES, PITS AND SMALL STRUCTURES, PROVIDED THE STRUCTURE IS NOT BE STABILISED IN THE PROCESS.
 5. CLEARANCES FROM KERBS SHALL BE MEASURED FROM THE REARST FOOT OF THE KERB FOR WATER MAINS < 200mm. CLEARANCES FROM KERBS SHALL BE MEASURED FROM THE REARST FOOT OF THE KERB FOR WATER MAINS ≥ 200mm.
 6. WHERE A ROAD/ALLEY SERVES AS A TRENCH FOR VERTICAL CLEARANCE, OTHER THAN THE WATER MAINS, MAINTAIN A MINIMUM HORIZONTAL CLEARANCE OF 100mm. THIS MINIMUM CLEARANCE CAN BE REDUCED TO 50mm AS THE VERTICAL CLEARANCE INCREASES TO 150mm.
 7. FOR PRESSURE SEWER LATERALS, MINIMUM VERTICAL CLEARANCES MAY BE REDUCED TO 150mm PROVIDED THERE IS NO JOINT IN THE LATERAL.
 8. AN ADDITIONAL CLEARANCE FROM KERBS TO THE ELECTRICAL INSTALLATION SHOULD BE MAINTAINED ABOVE THE CONDUIT OR CABLES TO ALLOW FOR A PROTECTIVE BARBER AND MARKING TO BE PROVIDED.
 9. WATER MAINS SHOULD ALWAYS CROSS OVER SEWERS AND STORMWATER DRAINS FOR CASES WHERE THERE IS NO ALTERNATIVE AND THE WATER MAINS SHOULD BE INSTALLED WITH A PROTECTIVE BARBER AND MARKING TO BE PROVIDED.
 10. WHERE THE SEWER, THE SEWER SHALL MAINTAIN AN APPROPRIATE PROTECTION FROM THE WATER MAINS IN THE VICINITY OF THE SEWER.

SHOULD THE RECOMMENDED CLEARANCES NOT BE ACHIEVED, NOTIFICATION SHALL BE CONVEYED TO THE HUNTEE WATER REPRESENTATIVE IN WRITING.

WORK AS CONSTRUCTED

THESE DRAWINGS ARE AN ACCURATE REPRESENTATION AS AT 26/11/2020 OF THE WORK-AS-CONSTRUCTED DETAILS TO BE PROVIDED TO THE HUNTEE WATER REPRESENTATIVE. THE WORK-AS-CONSTRUCTED DETAILS TO BE PROVIDED TO THE HUNTEE WATER REPRESENTATIVE SHALL BE PROVIDED BY PRELISE SURVEY.

COMPANY: ADW Johnson Pty Ltd
 NAME: MATHEW DAVID LONDON
 SIGNED: _____ DATE: 02/12/2020
 REGISTERED SURVEYOR

ORIGIN OF W.A.C. LEVELS

PM 20029
 E 345 619 420
 N 6 382 880 288
 RL 77.85m

Co-Ord System: MGA Ground
 MGA Datum: GDA2020
 MGA Zone: 56

APPROVED FOR CONSTRUCTION
 BY ADW Johnson Pty Ltd
 Date Approved: 03/07/2020

CONSTRUCTION ISSUE



REV.	DATE	AMENDMENT	DRAWN	CHECK	DESIGN	VERIFY	SCALES
A	20/05/2020	PRELIMINARY ISSUE	J.N.	C.B.	J.N.	C.B.	
B	11/06/2020	AMENDED ISSUE - CLIENT COMMENTS	J.N.	C.B.	J.N.	C.B.	
C	18/06/2020	AMENDED ISSUE - CLIENT COMMENTS	J.N.	C.B.	J.N.	C.B.	
O	24/06/2020	CONSTRUCTION ISSUE	J.N.	C.B.	J.N.	C.B.	
1	16/07/2020	AMENDED CONSTRUCTION ISSUE	J.N.	C.B.	J.N.	C.B.	
2	28/08/2020	AMENDED CONSTRUCTION ISSUE	J.N.	C.B.	J.N.	C.B.	
3	01/12/2020	WORK AS CONSTRUCTED	J.N.	C.B.	J.N.	C.B.	

DESIGN FILE N. \

ALL DIMENSIONS ARE IN METRES. DO NOT SCALE

Plot Date: 02/12/2020 - 14:15 Cod File: N:\240037\DWG\Water & Sewer\Stage19a-WAC\240037(19a)-WAC-001 to 003(2).dwg

adw Johnson

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 www.adwjohnson.com.au
 ABN 62 129 445 398

Huntee Water

PROPERTY DESCRIPTION	SURVEYED	CLIENT
PROPOSED SUBDIVISION STAGE 19a MORAN PARKWAY, HUNTEE	ADW Johnson	

PROJECT	PROJECT No.	DISCIPLINE	NUMBER	REV.
POTABLE WATER, RECYCLED WATER AND PRESSURE SEWER RETICULATION	240037(19a)	WAT	002	3

100mm AT FULL SIZE



REV.	DATE	AMENDMENT	DRAWN	CHECK	DESIGN	VERIFY	SCALES
A	20.05.2020	PRELIMINARY ISSUE	J.N.	C.B.	J.N.	C.B.	A1 / A3
B	11.06.2020	AMENDED ISSUE - CLIENT COMMENTS	J.N.	C.B.	J.N.	C.B.	1:1000 / 1:2000
C	18.06.2020	AMENDED ISSUE - CLIENT COMMENTS	J.N.	C.B.	J.N.	C.B.	
0	24.06.2020	CONSTRUCTED ISSUE	J.N.	C.B.	J.N.	C.B.	
1	16.07.2020	AMENDED CONSTRUCTION ISSUE	J.N.	C.B.	J.N.	C.B.	
2	28.08.2020	AMENDED CONSTRUCTION ISSUE	J.N.	C.B.	J.N.	C.B.	
3	01.12.2020	WORK AS CONSTRUCTED	RJC	ML	-	ML	

DESIGN FILE N:\
 Plotted By: shornes
 Plot Date: 02/12/20 - 14:15
 Cad File: N:\240037\DWG\Water & Sewer\Stage19a-WAC\240037(19a)-WAC-001 to 003(2).dwg

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 email: hunter@adwjohnson.com.au
 www.adwjohnson.com.au
 ABN 62 129 445 398

CLIENT

PROPERTY DESCRIPTION	SURVEYED	DATE
PROPOSED SUBDIVISION STAGE 19a MORAN PARKWAY, HUNTLEE	ADW Johnson	A.H.D.

PROJECT	PLAN TITLE	PROJECT No.	DISCIPLINE	NUMBER	REV.
POTABLE WATER, RECYCLED WATER AND PRESSURE SEWER RETICULATION	OVERALL SITE PLAN	240037(19a)	WAT	003	3

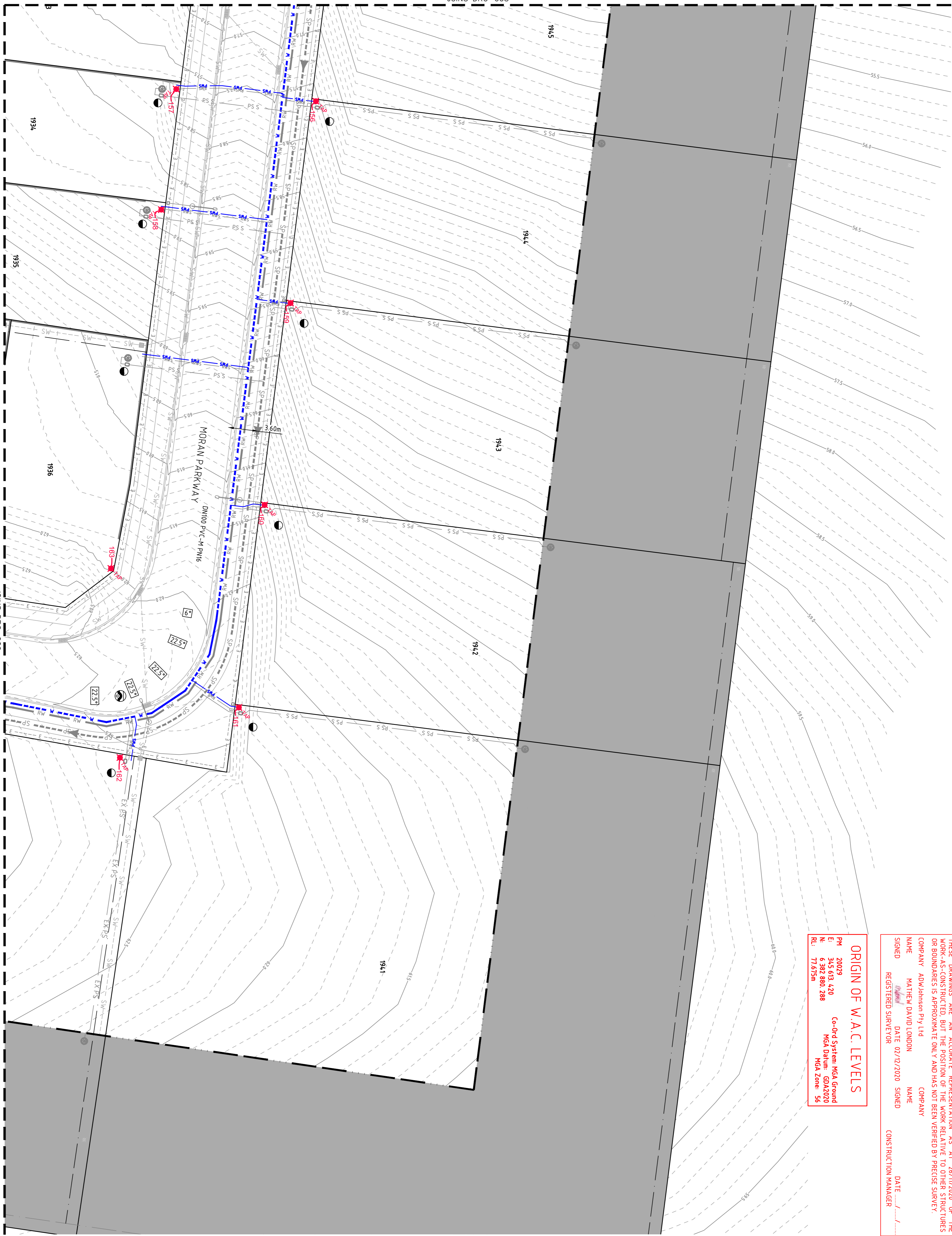
WORK AS CONSTRUCTED
 THESE DRAWINGS ARE AN ACCURATE REPRESENTATION AS AT 06/11/2020 OF THE INFORMATION AVAILABLE TO THE ENGINEER AT THE TIME OF THE DESIGN. THE ENGINEER HAS NOT CONDUCTED A VISUAL SURVEY OF THE SITE AND HAS NOT BEEN VERIFIED BY PRECISE SURVEY.
 COMPANY: ADW Johnson Pty Ltd
 NAME: MATHEW DAVID LONDON
 DATE: 02/12/2020
 REGISTERED SUPERVISOR: [Signature] DATE: [Signature] SIGNED: [Signature] CONSTRUCTION MANAGER

ORIGIN OF W.A.C. LEVELS
 PM 20029
 E: 345 913 420
 N: 6382 880 288
 RL: 71615m
 Co-Ord System: MGA Ground
 MGA Datum: GDA2020
 MGA Zone: 56

APPROVED FOR CONSTRUCTION
 By ADW Johnson Pty Ltd
 Date Approved: 03/07/2020

CONSTRUCTION ISSUE





PLAN
SCALE 1:250

WORK AS CONSTRUCTED

THESE DRAWINGS ARE AN ACCURATE REPRESENTATION AS AT 26/11/2020 OF THE WORK AS CONSTRUCTED, BUT THE POSITION OF THE WORK RELATIVE TO OTHER STRUCTURES OR BOUNDARIES IS APPROXIMATE ONLY AND HAS NOT BEEN VERIFIED BY PRECISE SURVEY.

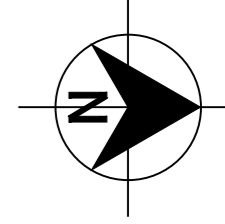
COMPANY: ADW Johnson Pty Ltd
NAME: MATTHEW DAVID LONDON
REGISTERED SURVEYOR

DATE: / /
CONSTRUCTION MANAGER

ORIGIN OF W.A.C. LEVELS

PM 20029
E: 345 613 420
N: 6 382 880 288
RL: 71.675m

Co-Ord System: MGA Ground
MGA Datum: 500,000
MGA Zone: 58



LEGEND

- W --- PVC-M POTABLE WATER RETICULATION
- MS --- POTABLE WATER PROPERTY SERVICE
- RW --- POTABLE WATER RETICULATION
- RWS --- PVC-M RECYCLED WATER RETICULATION
- RWS --- RECYCLED WATER PROPERTY SERVICE
- SP --- PE PRESSURE SEWER RETICULATION
- PS-S --- PE PRESSURE SEWER PROPERTY SERVICE
- EX PW --- EXISTING POTABLE WATER RETICULATION
- EX RW --- EXISTING RECYCLED WATER RETICULATION
- EX PS --- EXISTING PRESSURE SEWER RETICULATION
- SW --- UNDERGROUND POWER
- SW --- STOP VALVE
- HYD --- HYDRANT
- 2255 --- 225° HORIZONTAL BEND - REFER TO THRUST BLOCK TABLE
- 6 --- 6° HORIZONTAL BEND - REFER TO THRUST BLOCK TABLE
- PROPERTY SERVICE CONNECTION
- EXISTING PROPERTY SERVICE CONNECTION
- LAY WATER MAIN OVER STORMWATER PIPE (300mm MIN. VERTICAL CLEARANCE) - REFER TO WAT-1255-H
- ASSET PROTECTION ZONE (NON-SERVICEABLE)
- ASSET PROTECTION ZONE BOUNDARY
- PROPOSED EASEMENT
- SUBDIVISION STAGE BOUNDARY

POTABLE WATER PROPERTY SERVICE CONNECTIONS

- TOTAL T1 CONNECTIONS
- SINGLE SERVICES IN ACCORDANCE WITH WAT-1106-V
- -8 x SHORT SIDE
- -7x LONG SIDE
- SPLIT SERVICES IN ACCORDANCE WITH WAT-1107-V
- -0 x SHORT SIDE
- -1 x LONG SIDE
- EXISTING SERVICE - 1

POTABLE WATER PIPE DATA		
PIPE SIZE (mm)	PIPE MATERIAL	TOTAL LENGTH (m)
DN100	PVC-M PN16	204

- NOTES:**
- FOR RECYCLED WATER PIPEWORK DETAIL PLANS REFER TO DRGS-008 TO 010.
 - FOR PRESSURE SEWER PIPEWORK DETAIL PLANS REFER TO DRGS-012 TO 015.
 - FOR TYPICAL SERVICE CONNECTION DETAILS REFER TO DRG-018.

APPROVED FOR CONSTRUCTION
By ADW Johnson Pty Ltd
Date Approved: 03/07/2020

CONSTRUCTION ISSUE



REV.	DATE	AMENDMENT	DRAWN	CHECK	DESIGN	VERIFY	SCALES
A	20.05.2020	PRELIMINARY ISSUE	J.N.	C.B.	J.N.	C.B.	A1 / A3
B	11.06.2020	AMENDED ISSUE - CLIENT COMMENTS	J.N.	C.B.	J.N.	C.B.	1:250 / 1:500
C	18.06.2020	AMENDED ISSUE - CLIENT COMMENTS	J.N.	C.B.	J.N.	C.B.	
0	24.06.2020	CONSTRUCTION ISSUE	J.N.	C.B.	J.N.	C.B.	
1	16.07.2020	AMENDED CONSTRUCTION ISSUE	J.N.	C.B.	J.N.	C.B.	
2	28.08.2020	AMENDED CONSTRUCTION ISSUE	J.N.	C.B.	J.N.	C.B.	
3	01.12.2020	WORK AS CONSTRUCTED	R.C.	M.L.	M.L.	M.L.	

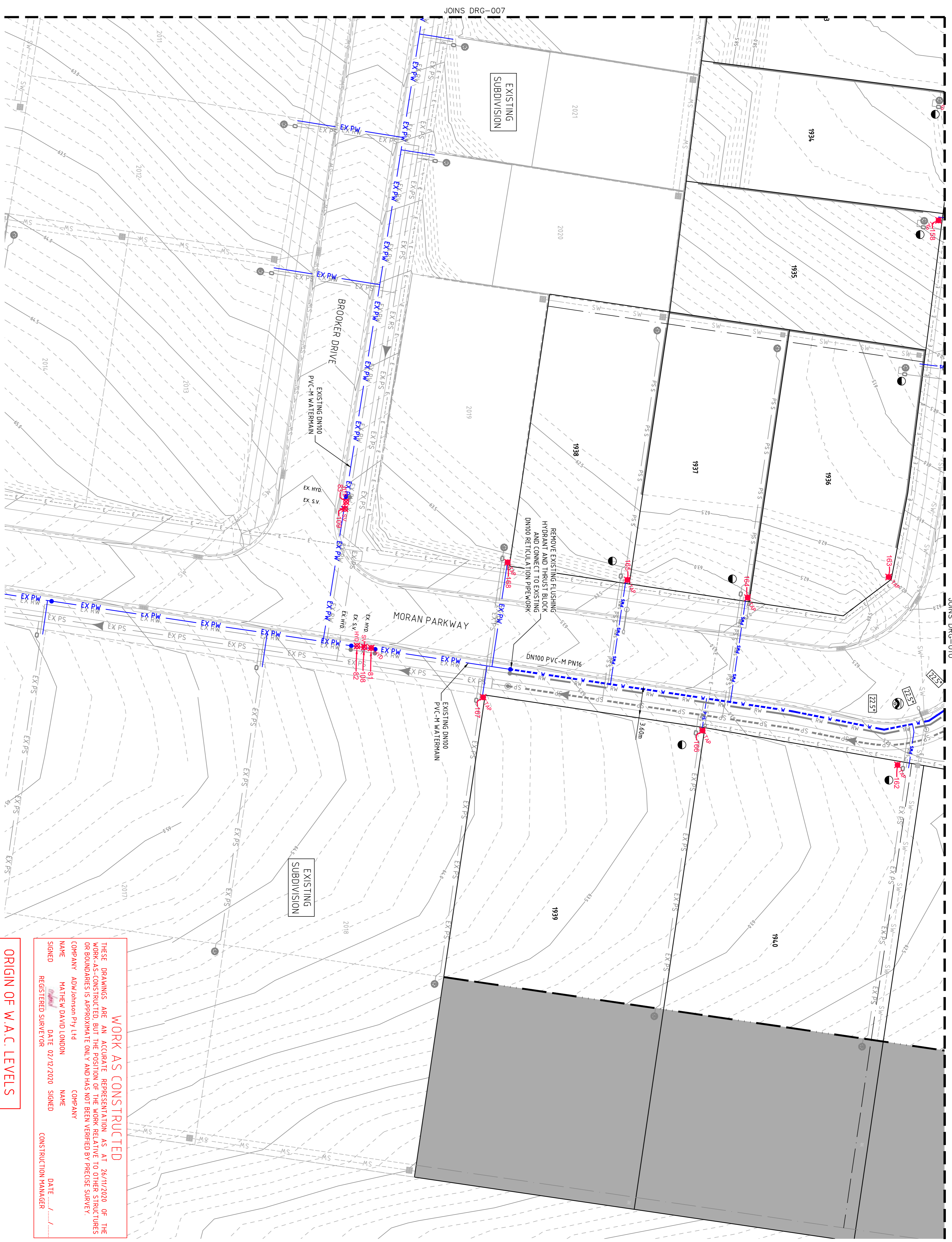
Johnson

Hunter Office
Unit 7/335 Hillborough Rd
Womersley Blvd N.S.W. 2282
Phone: (02) 4978 5100
Fax: (02) 4978 5199
email: hunter@adwjoh.com.au
www.adwjoh.com.au
ABN 62 129 445 398

Huntlee + Water

PROPERTY DESCRIPTION	CLIENT
PROPOSED SUBDIVISION STAGE 19a MORAN PARKWAY, HUNTLEE	

PROJECT	PROJECT No.	DISCIPLINE	NUMBER	REV.
POTABLE WATER, RECYCLED WATER AND PRESSURE SEWER RETICULATION	240037(19a)	WAT	005	3



PLAN
SCALE 1:250

WORK AS CONSTRUCTED

THESE DRAWINGS ARE AN ACCURATE REPRESENTATION AS AT 26/11/2020 OF THE WORK-AS-CONSTRUCTED BUT THE POSITION OF THE WORK RELATIVE TO OTHER STRUCTURES OR BOUNDARIES IS APPROXIMATE ONLY AND HAS NOT BEEN VERIFIED BY PRECISE SURVEY.

COMPANY: ADW Johnson Pty Ltd
 NAME: MATTHEW DAVID LONDON
 DATE: 07/12/2020
 REGISTERED SURVEYOR

DATE:/...../.....
 CONSTRUCTION MANAGER

ORIGIN OF W.A.C. LEVELS

PM 20029
 E: 345,613.420
 N: 6,382,880.288
 RL: 77.675m

Co-Ord System: MGA Ground
 MGA Datum: GDA2020
 MGA Zone: 56

CONSTRUCTION ISSUE

APPROVED FOR CONSTRUCTION
 BY ADW Johnson Pty Ltd
 Date Approved: 03/07/2020

REV.	DATE	AMENDMENT	DRAWN	CHECK	DESIGN	VERIFY	SCALE
A	20.05.2020	PRELIMINARY ISSUE	J.N.	C.B.	J.N.	C.B.	A1 / A3
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C	18.06.2020	AMENDED ISSUE - CLIENT COMMENTS	J.N.	C.B.	J.N.	C.B.	
0	24.06.2020	AMENDED ISSUE - CLIENT COMMENTS	J.N.	C.B.	J.N.	C.B.	
1	16.07.2020	AMENDED CONSTRUCTION ISSUE	J.N.	C.B.	J.N.	C.B.	
2	28.08.2020	AMENDED CONSTRUCTION ISSUE	J.N.	C.B.	J.N.	C.B.	
3	01.12.2020	AMENDED CONSTRUCTION ISSUE WORK AS CONSTRUCTED	J.N.	C.B.	J.N.	C.B.	

ALL DIMENSIONS ARE IN METRES. DO NOT SCALE

Plot Date: 02/12/20 - 14:15

Cad File: N:\240072\DWG\Water & Sewer\Stage19a-WAC\240072(19a)-WAC-004 to 007(3).dwg

Plotted By: shones

Code: N:\240072\DWG\Water & Sewer\Stage19a-WAC\240072(19a)-WAC-004 to 007(3).dwg

Unit: 7/335 Hillborough Rd
 Warners Bay N.S.W. 2282
 Phone: (02) 4978 5100
 Fax: (02) 4978 5199
 email: hunter@adwjohanson.com.au
 www.adwjohanson.com.au
 ABN 62 129 445 398

CLIENT: **Huntlee + Water**

PROPERTY DESCRIPTION: PROPOSED SUBDIVISION
 STAGE 19a
 MORAN PARKWAY,
 HUNTLEE

SURVEYED: ADW Johnson

DATE: A.H.D.

PROJECT: POTABLE WATER, RECYCLED WATER AND PRESSURE SEWER RETICULATION

PLAN TITLE: POTABLE WATER DETAIL PLAN - SHEET 3

PROJECT No: 240037(19a) - WAT - 006

REV. 3

NOTES:

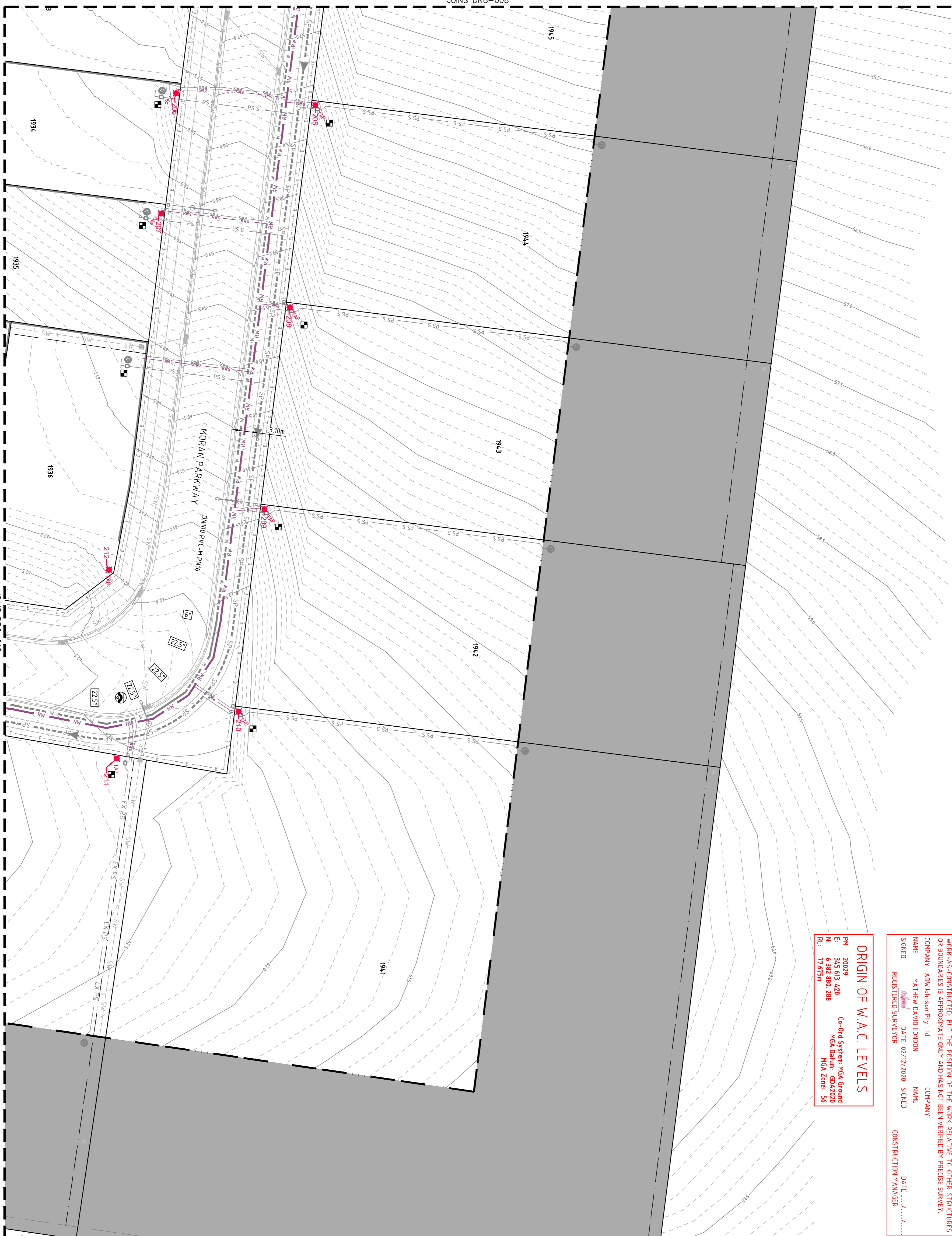
- FOR RECYCLED WATER PIPEWORK DETAIL PLANS REFER TO DRGS-008 TO 010.
- FOR PRESSURE SEWER PIPEWORK DETAIL PLANS REFER TO DRGS-012 TO 015.
- FOR TYPICAL SERVICE CONNECTION DETAILS REFER TO DRG-018.

POTABLE WATER PIPE DATA

PIPE SIZE (mm)	PIPE MATERIAL	TOTAL LENGTH (m)
DN100	PVC-M PN16	204

- POTABLE WATER PROPERTY SERVICE CONNECTIONS
- TOTAL T1 CONNECTIONS
 - SINGLE SERVICES IN ACCORDANCE WITH WAT-1106-V
 - 8 x SHORT SIDE
 - 7x LONG SIDE
 - SPLIT SERVICES IN ACCORDANCE WITH WAT-1107-V
 - 0 x SHORT SIDE
 - 1 x LONG SIDE
 - EXISTING SERVICE - 1

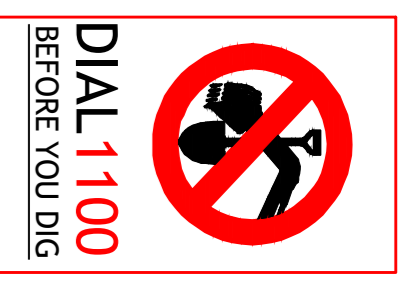
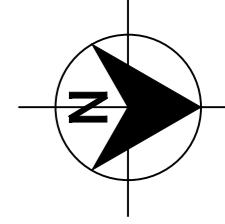
- LEGEND
- PVC-M POTABLE WATER RETICULATION
 - POTABLE WATER PROPERTY SERVICE
 - PVC-M RECYCLED WATER RETICULATION
 - RECYCLED WATER PROPERTY SERVICE
 - PE PRESSURE SEWER RETICULATION
 - PE PRESSURE SEWER PROPERTY SERVICE
 - EXISTING POTABLE WATER RETICULATION
 - EXISTING RECYCLED WATER RETICULATION
 - EXISTING PRESSURE SEWER RETICULATION
 - UNDERGROUND POWER
 - STORMWATER PIPEWORK
 - STOP VALVE
 - HYDRANT
 - 225° HORIZONTAL BEND - REFER TO THRUST BLOCK TABLE
 - 6° HORIZONTAL BEND - REFER TO THRUST BLOCK TABLE
 - PROPERTY SERVICE CONNECTION
 - EXISTING PROPERTY SERVICE CONNECTION
 - LAY WATER MAIN OVER STORMWATER PIPE (300mm MIN VERTICAL CLEARANCE) - REFER TO WAT-1255-H
 - ASSET PROTECTION ZONE (NON-SERVICABLE)
 - ASSET PROTECTION ZONE BOUNDARY
 - PROPOSED EASEMENT
 - SUBDIVISION STAGE BOUNDARY



PLAN
SCALE 1:250

WORK AS CONSTRUCTED
 THESE DRAWINGS ARE AN ACCURATE REPRESENTATION AS AT 26/11/2020 OF THE WORK AS CONSTRUCTED BUT THE POSITION OF THE WORK RELATIVE TO OTHER STRUCTURES OR BOUNDARIES IS APPROXIMATE ONLY AND HAS NOT BEEN VERIFIED BY PRECISE SURVEY.
 COMPANY: ADW Johnson Pty Ltd
 NAME: MATHEW DAVID LONDON
 SIGNED: [Signature] DATE: 02/12/2020
 REGISTERED SURVEYOR: [Signature] DATE: 02/12/2020
 COMPANY: [Signature] NAME: [Signature] DATE: [Signature]
 CONSTRUCTION MANAGER: [Signature]

ORIGIN OF W.A.C. LEVELS
 PM 20029
 E: 345 613 420
 N: 6 382 800 288
 Ri: 77.675m
 Co-Ord System MGA Ground
 MGA Datum: GDA2020
 MGA Zone: 56



LEGEND

- PVC-M RECYCLED WATER RETICULATION
- RECYCLED WATER PROPERTY SERVICE
- PVC-M POTABLE WATER RETICULATION
- POTABLE WATER PROPERTY SERVICE
- PE PRESSURE SEWER RETICULATION
- PE PRESSURE SEWER PROPERTY SERVICE
- EXISTING RECYCLED WATER RETICULATION
- EXISTING POTABLE WATER RETICULATION
- EXISTING PRESSURE SEWER RETICULATION
- UNDERGROUND POWER
- STORMWATER PIPEWORK
- STOP VALVE
- HYDRANT
- FLUSHING HYDRANT
- 22.5° HORIZONTAL BEND - REFER TO THRUST BLOCK TABLE
- 6° HORIZONTAL BEND - REFER TO THRUST BLOCK TABLE
- PROPERTY SERVICE CONNECTION
- EXISTING PROPERTY SERVICE CONNECTION
- LAY WATER MAIN OVER STORMWATER PIPE (300mm MIN. VERTICAL CLEARANCE) - REFER TO WAT-1255-H
- ASSET PROTECTION ZONE (NON-SERVICABLE)
- ASSET PROTECTION ZONE BOUNDARY
- PROPOSED EASEMENT
- SUBDIVISION STAGE BOUNDARY

RECYCLED WATER PROPERTY SERVICE CONNECTIONS

- TOTAL CONNECTIONS ACCORDANCE WITH WAT-106-V
- SINGLE SHORT SIDE
- -1 x LONG SIDE
- SPLIT SERVICES IN ACCORDANCE WITH WAT-107-V
- -0 x SHORT SIDE
- -1 x LONG SIDE
- EXISTING SERVICES - 1

RECYCLED WATER PIPE DATA		
PIPE SIZE (mm)	PIPE MATERIAL	TOTAL LENGTH (m)
DN100	PVC-M PN16	204

- NOTES:**
- FOR POTABLE WATER PIPEWORK DETAIL PLANS REFER TO DRGS-004 TO 006.
 - FOR PRESSURE SEWER PIPEWORK DETAIL PLANS REFER TO DRGS-012 TO 015.
 - FOR TYPICAL SERVICE CONNECTION DETAILS REFER TO DRG-018.

APPROVED FOR CONSTRUCTION
 BY ADW Johnson Pty Ltd
 Date Approved: 03/07/2020

CONSTRUCTION ISSUE

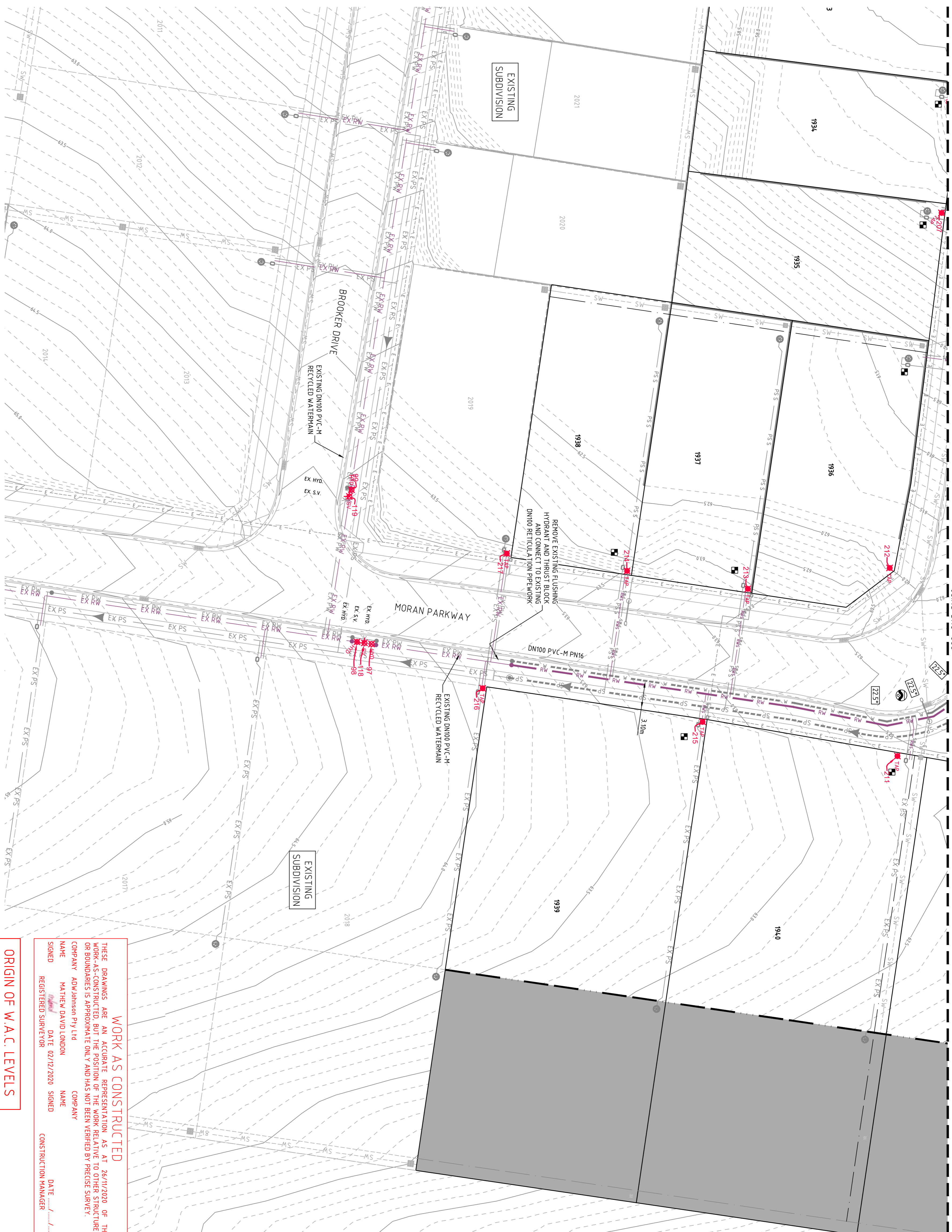
REV.	DATE	AMENDMENT	DRAWN	CHECK	DESIGN	VERIFY	SCALE
A	20/05/2020	PRELIMINARY ISSUE	J.N.	C.B.	J.N.	C.B.	A1 / A3
B	11/06/2020	AMENDED ISSUE - CLIENT COMMENTS	J.N.	C.B.	J.N.	C.B.	1:250 / 1:500
C	18/06/2020	AMENDED ISSUE - CLIENT COMMENTS	J.N.	C.B.	J.N.	C.B.	
0	24/06/2020	CONSOLIDATED ISSUE	J.N.	C.B.	J.N.	C.B.	
1	16/07/2020	AMENDED CONSTRUCTION ISSUE	J.N.	C.B.	J.N.	C.B.	
2	28/08/2020	AMENDED CONSTRUCTION ISSUE	J.N.	C.B.	J.N.	C.B.	
3	01/12/2020	AMENDED CONSTRUCTION ISSUE	J.N.	C.B.	J.N.	C.B.	

Johnson
 Hunter Office
 Unit 7/335 Hillborough Rd
 Warners Bay N.S.W. 2282
 Phone: (02) 4978 5100
 Fax: (02) 4978 5199
 email: hunter@adwjohanson.com.au
 www.adwjohanson.com.au
 ABN 62 129 445 398

Huntlee + Water

PROPERTY DESCRIPTION	SURVEYED	CLIENT
PROPOSED SUBDIVISION STAGE 19a MORAN PARKWAY, HUNTLEE	ADW Johnson	Huntlee + Water

PROJECT	PROJECT No.	DISCIPLINE	NUMBER	REV.
POTABLE WATER, RECYCLED WATER AND PRESSURE SEWER RETICULATION	240037(19a)	WAT	009	3



PLAN
SCALE 1:250

WORK AS CONSTRUCTED

THESE DRAWINGS ARE AN ACCURATE REPRESENTATION AS AT 26/11/2020 OF THE WORK AS CONSTRUCTED, BUT THE POSITION OF THE WORK RELATIVE TO OTHER STRUCTURES OR BOUNDARIES IS APPROXIMATE ONLY AND HAS NOT BEEN VERIFIED BY PRECISE SURVEY.

COMPANY: ADW Johnson Pty Ltd
NAME: MATHEW DAVID LONDON
DATE: 02/12/2020
REGISTERED SURVEYOR

DATE:/...../.....
CONSTRUCTION MANAGER

ORIGIN OF W.A.C. LEVELS

PM 20029
E: 345,613,420
N: 6,389,880,288
RL: 77.675m

Co-Ord System: MGA Ground
MGA Datum: GDA2020
MGA Zone: 56

APPROVED FOR CONSTRUCTION
BY ADW Johnson Pty Ltd
Date Approved: 03/07/2020

CONSTRUCTION ISSUE

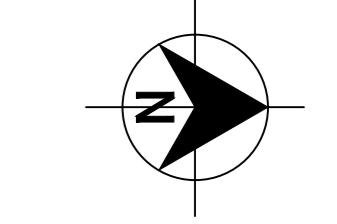
- NOTES:**
- FOR POTABLE WATER PIPEWORK DETAIL PLANS REFER TO DRGS-004 TO 006
 - FOR PRESSURE SEWER PIPEWORK DETAIL PLANS REFER TO DRGS-012 TO 015
 - FOR TYPICAL SERVICE CONNECTION DETAILS REFER TO DRG-018.

RECYCLED WATER PIPE DATA

PIPE SIZE (mm)	PIPE MATERIAL	TOTAL LENGTH (m)
DN100	PVC-M PN16	204

RECYCLED WATER PROPERTY SERVICE CONNECTIONS
 TOTAL IT CONNECTIONS
 SINGLE SERVICE CONNECTIONS ACCORDANCE WITH WAT-106-V
 SPLIT SERVICES IN ACCORDANCE WITH WAT-107-V
 -1 x LONG SIDE
 -0 x SHORT SIDE
 -1 x LONG SIDE
 -1 x SHORT SIDE
 EXISTING SERVICES - 1

- LEGEND**
- PVC-M RECYCLED WATER RETICULATION
 - RECYCLED WATER PROPERTY SERVICE
 - PVC-M POTABLE WATER RETICULATION
 - POTABLE WATER PROPERTY SERVICE
 - PE PRESSURE SEWER RETICULATION
 - PE PRESSURE SEWER PROPERTY SERVICE
 - EXISTING RECYCLED WATER RETICULATION
 - EXISTING POTABLE WATER RETICULATION
 - EXISTING PRESSURE SEWER RETICULATION
 - UNDERGROUND POWER
 - STORMWATER PIPEWORK
 - STOP VALVE
 - HYDRANT
 - FLUSHING HYDRANT
 - 22.5° HORIZONTAL BEND - REFER TO THRUST BLOCK TABLE
 - 6° HORIZONTAL BEND - REFER TO THRUST BLOCK TABLE
 - PROPERTY SERVICE CONNECTION
 - EXISTING PROPERTY SERVICE CONNECTION
 - LAY WATER MAIN OVER STORMWATER PIPE (300mm MIN VERTICAL CLEARANCE) - REFER TO WAT-1255-H
 - ASSET PROTECTION ZONE (NON-SERVICEABLE)
 - ASSET PROTECTION ZONE BOUNDARY
 - PROPOSED EASEMENT
 - SUBDIVISION STAGE BOUNDARY



REV.	DATE	AMENDMENT	DRAWN	CHECK	DESIGN	VERIFY	SCALES
A	20/05/2020	PRELIMINARY ISSUE	J.N.	C.B.	J.N.	C.B.	A1 / A3
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C	18/06/2020	AMENDED ISSUE - CLIENT COMMENTS	J.N.	C.B.	J.N.	C.B.	
0	24/06/2020	CONSTRUCTION ISSUE	J.N.	C.B.	J.N.	C.B.	
1	16/07/2020	AMENDED CONSTRUCTION ISSUE	J.N.	C.B.	J.N.	C.B.	
2	28/08/2020	AMENDED CONSTRUCTION ISSUE	J.N.	C.B.	J.N.	C.B.	
3	01/12/2020	WORK AS CONSTRUCTED	J.N.	C.B.	J.N.	C.B.	

adw Johnson

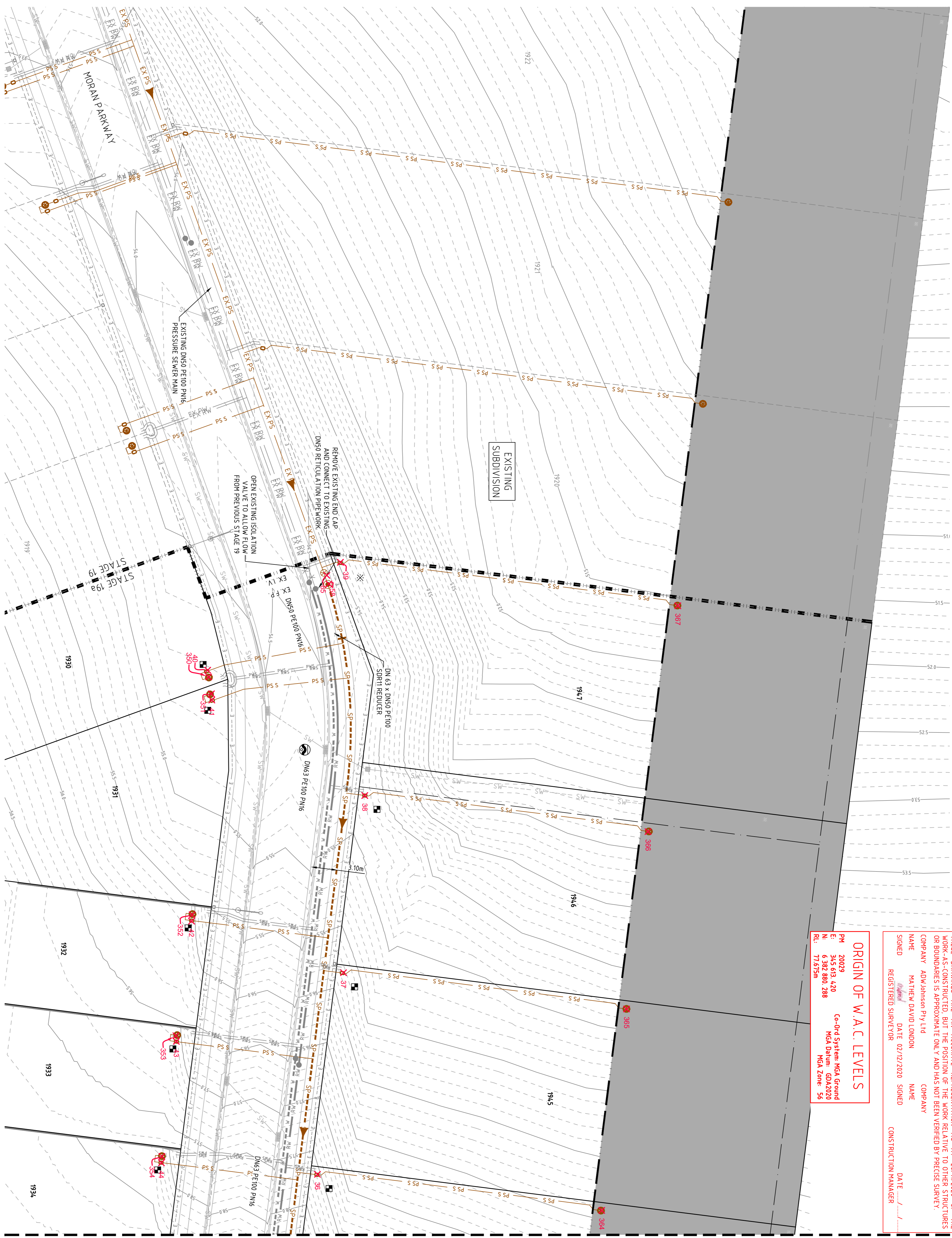
Hunter Office
Unit 7/335 Hillborough Rd
Wentworth Bay N.S.W. 2282
Phone: (02) 4978 5100
Fax: (02) 4978 5199
email: hunter@adwjohnson.com.au
www.adwjohnson.com.au
ABN 62 129 445 398

Huntlee + Water

PROPERTY DESCRIPTION	SURVEYED	CLIENT
PROPOSED SUBDIVISION STAGE 19A MORAN PARKWAY, HUNTLEE	ADW Johnson	Huntlee + Water

PROJECT	PROJECT No.	DISCIPLINE	NUMBER	REV.
POTABLE WATER, RECYCLED WATER AND PRESSURE SEWER RETICULATION	240037(19a)	WAT	010	3

100mm AT FULL SIZE



PLAN
SCALE 1:250

WORK AS CONSTRUCTED

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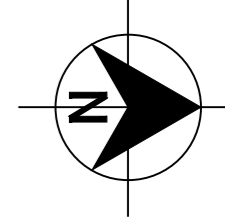
COMPANY: ADW Johnson Pty Ltd
 NAME: MATHEW DAVID LONDON
 DATE: 02/12/2020
 SIGNED: [Signature]
 REGISTERED SURVEYOR

DATE: / /
 CONSTRUCTION MANAGER

ORIGIN OF W.A.C. LEVELS

PM 20029
 E 345 513 420
 N 6392 890 288
 RL 77.875m

Co-Ord System: MGA Ground
 MGA Datum: GDA2020
 MGA Zone: 56



LEGEND

- SP - PE PRESSURE SEWER RETICULATION
- PS S - PE PRESSURE SEWER PROPERTY SERVICE
- W - PVC-M POTABLE WATER RETICULATION
- PWS - POTABLE WATER PROPERTY SERVICE
- RW - PVC-M RECYCLED WATER RETICULATION
- RWS - RECYCLED WATER PROPERTY SERVICE
- EX PS - EXISTING PRESSURE SEWER RETICULATION
- EX PW - EXISTING POTABLE WATER RETICULATION
- EX RW - EXISTING RECYCLED WATER RETICULATION
- SW - UNDERGROUND POWER
- SW - STORMWATER PIPEWORK
- IV - ISOLATION VALVE
- FP - FLUSHING POINT
- MC - MASTER WATER COLLECTION TANK AND BOUNDARY KIT
- PF - PRESSURE SEWER FLOW DIRECTION (SEE NOTE 7)
- PC - PROPERTY SERVICE CONNECTION
- PP - PROPERTY SERVICE CONNECTION
- PC - EXISTING PROPERTY SERVICE CONNECTION
- AS - ASSET PROTECTION ZONE (NON-SERVICABLE)
- AS - ASSET PROTECTION ZONE (SERVICABLE)
- PE - PROPOSED EASEMENT
- SB - SUBDIVISION STAGE BOUNDARY

PRESSURE SEWER PROPERTY SERVICE CONNECTIONS

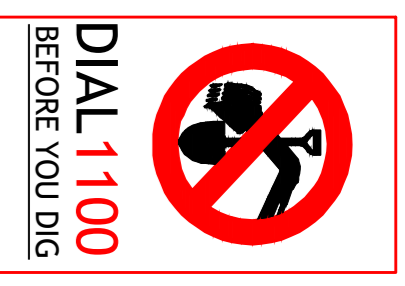
- TOTAL 17 CONNECTIONS
- SINGLE SERVICES - 8 x SHORT SIDE
- 9 x LONG SIDE
- EXISTING SERVICES - 1

PIPE SIZE (mm)	PIPE MATERIAL	TOTAL LENGTH (m)
DN63	PE100 SDR11	201
DN50	PE100 SDR11	7

- NOTES:**
- FOR POTABLE WATER PIPEWORK DETAIL PLANS REFER TO DRGS-004 TO 006.
 - FOR RECYCLED WATER PIPEWORK DETAIL PLANS REFER TO DRGS-008 AND 010.
 - FOR TYPICAL SERVICE CONNECTION DETAILS REFER TO DRG-018.
 - PVC-M PIPE POINT TYPICAL DETAILS REFER TO STANDARD DRAWING.
 - FOR FLOW MONITORING POINT TYPICAL DETAILS REFER TO STANDARD DRAWING PSS-115-FS.
 - CONTRACTOR MAY BEND POLYETHYLENE PIPEWORK IN PLACE OF USING STANDARD FITTINGS WITH A MIN. BENDING RADIUS OF 20 x PIPE DIAH.
 - ALL BENDS SHALL BE ELECTROFUSION SWEEP BENDS (FABRICATED BENDS SHALL NOT BE USED).

APPROVED FOR CONSTRUCTION
 By ADW Johnson Pty Ltd
 Date Approved: 03/07/2020

CONSTRUCTION ISSUE



REV.	DATE	AMENDMENT	DRAWN	CHECK	DESIGN	VERIFY	SCALES
A	20.05.2020	PRELIMINARY ISSUE	J.N.	C.B.	J.N.	C.B.	A1 / A3
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C	18.06.2020	AMENDED ISSUE - CLIENT COMMENTS	J.N.	C.B.	J.N.	C.B.	
0	24.06.2020	CONSTRUCTION ISSUE	J.N.	C.B.	J.N.	C.B.	
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2	28.08.2020	AMENDED CONSTRUCTION ISSUE	J.N.	C.B.	J.N.	C.B.	
3	01.12.2020	WORK AS CONSTRUCTED	RJC	ML	ML	ML	

Johnson

cdw

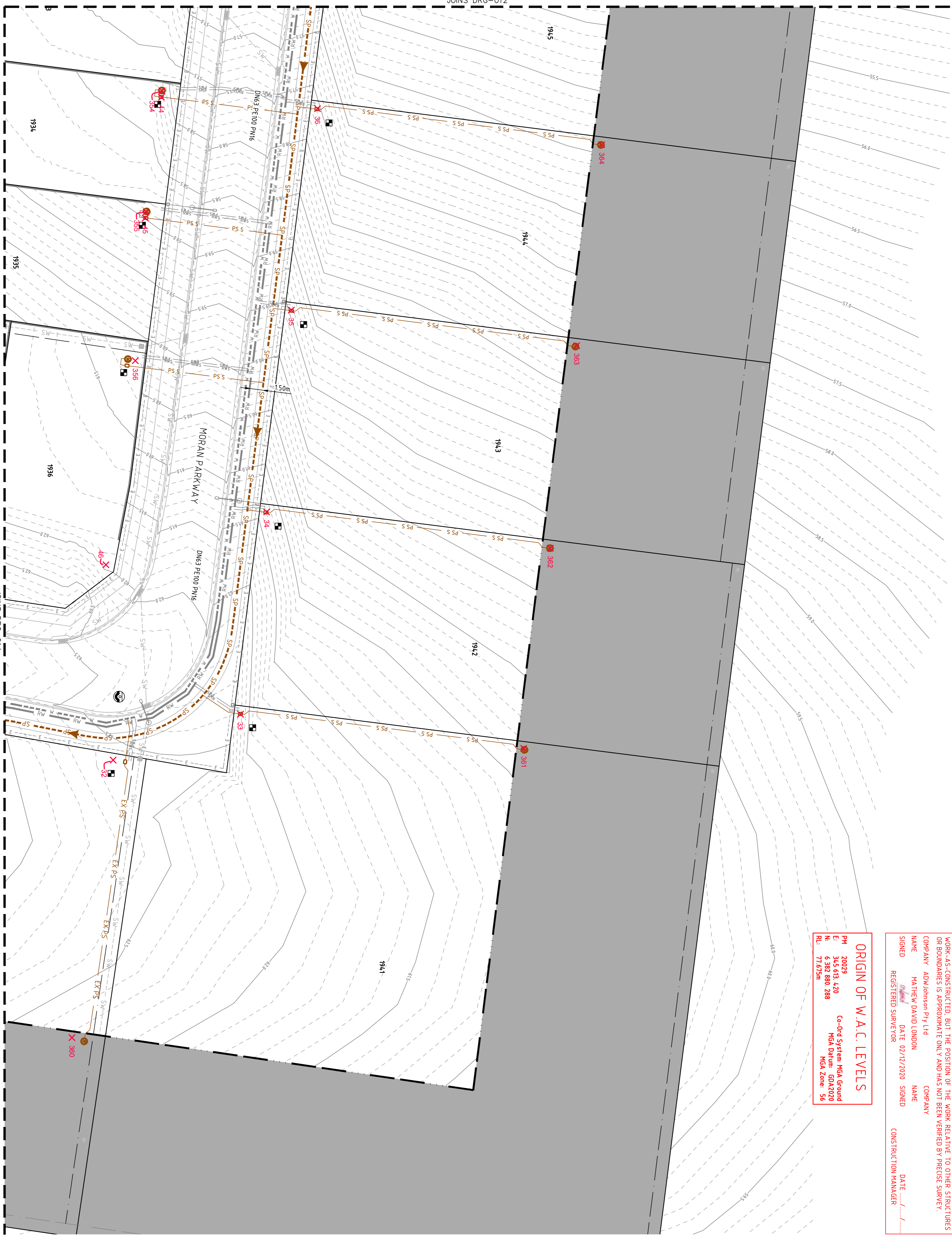
Hunter Office
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 Womersley Blvd N.S.W. 2282
 Phone: (02) 4978 5100
 Fax: (02) 4978 5199
 email: hunter@cdwjohnson.com.au
 www.cdwjohnson.com.au
 ABN 62 129 445 398

Huntlee + Water

PROPERTY DESCRIPTION	SURVEYED	CLIENT
PROPOSED SUBDIVISION STAGE 19a MORAN PARKWAY, HUNTLEE	ADW Johnson	Huntlee + Water

PROJECT	PROJECT TITLE	PROJECT NO.	DISCIPLINE	NUMBER	REV.
POTABLE WATER, RECYCLED WATER AND PRESSURE SEWER RETICULATION	PRESSURE SEWER DETAIL PLAN - SHEET 1	240037(19a)	WAT	012	3

JOINS DRG-012



PLAN
SCALE 1:250

WORK AS CONSTRUCTED

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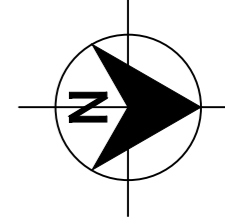
COMPANY: ADV Johnson Pty Ltd
NAME: MATHEW DAVID LONDON
REGISTERED SURVEYOR

COMPANY: _____
NAME: _____
DATE: 02/12/2020
SIGNED: _____
CONSTRUCTION MANAGER

ORIGIN OF W.A.C. LEVELS

PM 20029
E: 345 613 420
N: 6 382 880 288
R: 77.675m

Co-Ord System MGA Ground
MGA Datum: GDA2020
MGA Zone: 56



- LEGEND**
- SP - PE PRESSURE SEWER RETICULATION
 - PS S - PE PRESSURE SEWER PROPERTY SERVICE
 - W - PVC-M POTABLE WATER RETICULATION
 - PWS - POTABLE WATER PROPERTY SERVICE
 - RW - PVC-M RECYCLED WATER RETICULATION
 - RWS - RECYCLED WATER PROPERTY SERVICE
 - EX PS - EXISTING PRESSURE SEWER RETICULATION
 - EX PW - EXISTING POTABLE WATER RETICULATION
 - EX RW - EXISTING RECYCLED WATER RETICULATION
 - SW - UNDERGROUND POWER
 - SWP - STORMWATER PIPEWORK
 - IV - ISOLATION VALVE
 - FP - FLUSHING POINT
 - MC - MASTERWATER COLLECTION TANK AND BOUNDARY KIT
 - PS S - PRESSURE SEWER FLOW DIRECTION (SEE NOTE 7)
 - PC - PROPERTY SERVICE CONNECTION
 - PC - EXISTING PROPERTY SERVICE CONNECTION
 - SP - LAY PRESSURE SEWER MAIN OVER STORMWATER PIPE (300mm MIN. VERTICAL CLEARANCE) - REFER TO WAT-1255-H
 - SW - LAY PRESSURE SEWER MAIN UNDER STORMWATER PIPE (300mm MIN. VERTICAL CLEARANCE) - REFER TO WAT-1255-H
 - ASSET PROTECTION ZONE (NON-SERVICABLE)
 - ASSET PROTECTION ZONE BOUNDARY
 - PROPOSED EASEMENT
 - SUBDIVISION STAGE BOUNDARY

PRESSURE SEWER PROPERTY SERVICE CONNECTIONS

TOTAL 17 CONNECTIONS

SINGLE SERVICES - 8 x SHORT SIDE
- 9 x LONG SIDE
EXISTING SERVICES - 1

PRESSURE SEWER PIPE DATA		
PIPE SIZE (mm)	PIPE MATERIAL	TOTAL LENGTH (m)
DN63	PE100 SDR11	201
DN50	PE100 SDR11	7

- NOTES:**
- FOR POTABLE WATER PIPEWORK DETAIL PLANS REFER TO DRGS-004 TO 006.
 - FOR RECYCLED WATER PIPEWORK DETAIL PLANS REFER TO DRGS-008 AND 010.
 - FOR TYPICAL SERVICE CONNECTION DETAILS REFER TO DRG-018.
 - PSC-002 PIPE POINT TYPICAL DETAILS REFER TO STANDARD DRAWING.
 - FOR FLOW MONITORING POINT TYPICAL DETAILS REFER TO STANDARD DRAWING PSS-115-ES.
 - CONTRACTOR MAY BEND POLYETHYLENE PIPEWORK IN PLACE OF USING STANDARD FITTINGS WITH A MIN. BENDING RADIUS OF 20 x PIPE DIAH.
 - ALL BENDS SHALL BE ELECTROFUSION SWEEP BENDS (FABRICATED BENDS SHALL NOT BE USED).

APPROVED FOR CONSTRUCTION
By Adw Johnson Pty Ltd
Date Approved: 03/07/2020

CONSTRUCTION ISSUE

REV.	DATE	AMENDMENT	DRAWN	CHECK	DESIGN	VERIFY	SCALE
A	20/05/2020	PRELIMINARY ISSUE	J.N.	C.B.	J.N.	C.B.	A1 / A3
B	11/06/2020	AMENDED ISSUE - CLIENT COMMENTS	J.N.	C.B.	J.N.	C.B.	1:250 / 1:500
C	18/06/2020	AMENDED ISSUE - CLIENT COMMENTS	J.N.	C.B.	J.N.	C.B.	
0	24/06/2020	CONSOLIDATED ISSUE	J.N.	C.B.	J.N.	C.B.	
1	16/07/2020	AMENDED CONSTRUCTION ISSUE	J.N.	C.B.	J.N.	C.B.	
2	28/08/2020	AMENDED CONSTRUCTION ISSUE	J.N.	C.B.	J.N.	C.B.	
3	01/12/2020	WORK AS CONSTRUCTED	RJC	ML	-	ML	

Johnson

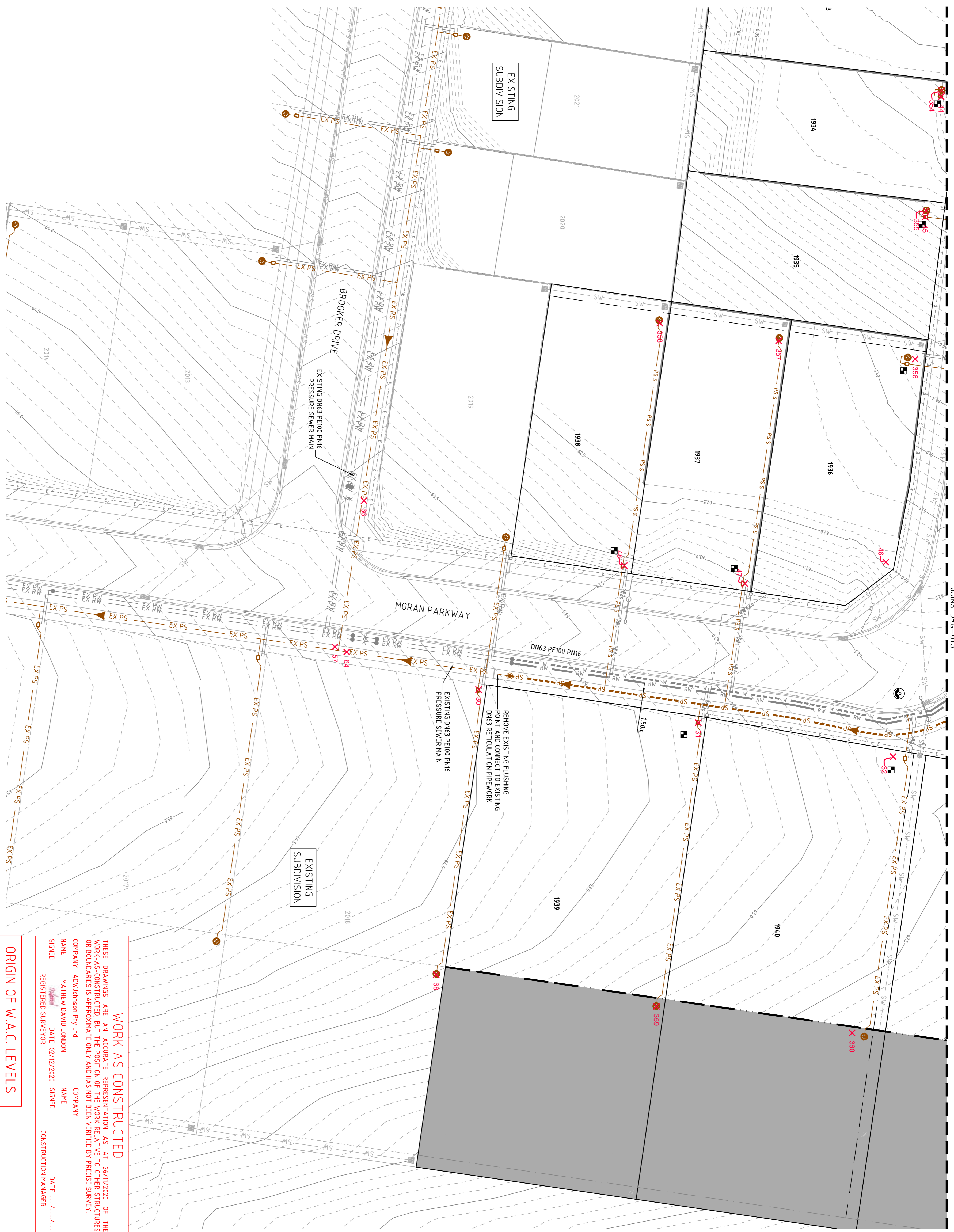
Hunter Office
Unit 7/335 Hillsprouph Rd
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Phone: (02) 4978 5100
Fax: (02) 4978 5199
email: hunter@adwjohanson.com.au
www.adwjohanson.com.au
ABN 62 129 445 398

Huntlee + Water

PROPERTY DESCRIPTION	SURVEYED	CLIENT	DATE
PROPOSED SUBDIVISION STAGE 19a MORAN PARKWAY, HUNTLEE	ADW Johnson	Huntlee + Water	A.H.D.

PROJECT	DISCIPLINE	NUMBER	REV.
POTABLE WATER, RECYCLED WATER AND PRESSURE SEWER RETICULATION	WAT	013	3

100mm AT FULL SIZE



PLAN
SCALE 1:250

ORIGIN OF W.A.C. LEVELS
 PM 2020
 E: 345,613.420
 N: 6,302,880.288
 RL: 77.675m
 Co-Ord System: MGA Ground
 MGA Datum: GDA2020
 MGA Zone: 56

WORK AS CONSTRUCTED
 THESE DRAWINGS ARE AN ACCURATE REPRESENTATION AS AT 26/11/2020 OF THE WORK AS CONSTRUCTED, BUT THE POSITION OF THE WORK RELATIVE TO OTHER STRUCTURES OR BOUNDARIES IS APPROXIMATE ONLY AND HAS NOT BEEN VERIFIED BY PRECISE SURVEY.
 COMPANY: ADW Johnson Pty Ltd
 NAME: MATTHEW DAVID LONDON
 DATE: 02/12/2020
 REGISTERED SURVEYOR: [Signature]
 CONSTRUCTION MANAGER: [Signature]

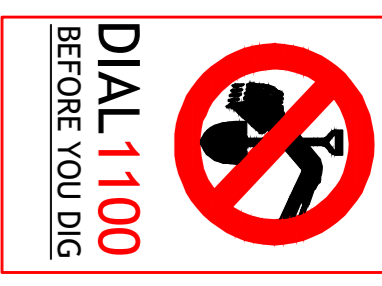
APPROVED FOR CONSTRUCTION
 By ADW Johnson Pty Ltd
 Date Approved: 03/07/2020

CONSTRUCTION ISSUE

PRESSURE SEWER PIPE DATA		
PIPE SIZE (mm)	PIPE MATERIAL	TOTAL LENGTH (m)
DN63	PE100 SDR11	201
DN50	PE100 SDR11	7

- NOTES:**
- FOR POTABLE WATER PIPEWORK DETAIL PLANS REFER TO DRGS-004 TO 006.
 - FOR RECYCLED WATER PIPEWORK DETAIL PLANS REFER TO DRGS-008 AND 010.
 - FOR TYPICAL SERVICE CONNECTION DETAILS REFER TO DRG-018.
 - PSC-001 TO PSC-005 TYPICAL DETAILS REFER TO STANDARD DRAWING.
 - FOR FLOW MONITORING POINT TYPICAL DETAILS REFER TO STANDARD DRAWING PSS-115-ES.
 - CONTRACTOR MAY BEND POLYETHYLENE PIPEWORK IN PLACE OR USING STANDARD FITTINGS WITH A MIN. BENDING RADIUS OF 20 x PIPE DIAH.
 - ALL BENDS SHALL BE ELECTROFUSION SWEEP BENDS (FABRICATED BENDS SHALL NOT BE USED).

- LEGEND**
- SP - PE PRESSURE SEWER RETICULATION
 - PS S - PE PRESSURE SEWER PROPERTY SERVICE
 - W - PVC-M POTABLE WATER RETICULATION
 - PWS - POTABLE WATER PROPERTY SERVICE
 - RW - PVC-M RECYCLED WATER RETICULATION
 - RES - RECYCLED WATER PROPERTY SERVICE
 - EX PS - EXISTING PRESSURE SEWER RETICULATION
 - EX PW - EXISTING POTABLE WATER RETICULATION
 - EX RW - EXISTING RECYCLED WATER RETICULATION
 - SW - UNDERGROUND POWER
 - SW - STORMWATER PIPEWORK
 - IV - ISOLATION VALVE
 - FP - FLUSHING POINT
 - MC - MASTER WATER COLLECTION TANK AND BOUNDARY KIT
 - PS S - PRESSURE SEWER FLOW DIRECTION (SEE NOTE 7)
 - PC - PROPERTY SERVICE CONNECTION
 - PC - EXISTING PROPERTY SERVICE CONNECTION
 - PP - LAY PRESSURE SEWER MAIN OVER STORMWATER PIPE (300mm MIN. VERTICAL CLEARANCE) - REFER TO WAT-1255-H
 - PP - LAY PRESSURE SEWER MAIN UNDER STORMWATER PIPE (300mm MIN. VERTICAL CLEARANCE) - REFER TO WAT-1255-H
 - APZ - ASSET PROTECTION ZONE (NON-SERVICABLE)
 - PEZ - ASSET PROTECTION ZONE BOUNDARY
 - PE - PROPOSED EASEMENT
 - SSB - SUBDIVISION STAGE BOUNDARY



REV.	DATE	AMENDMENT	DRAWN	CHECK	DESIGN	VERIFY	SCALE
A	20.05.2020	PRELIMINARY ISSUE	J.N.	C.B.	J.N.	C.B.	A1 / A3
B	11.06.2020	AMENDED ISSUE - CLIENT COMMENTS	J.N.	C.B.	J.N.	C.B.	1:250 / 1:500
C	18.06.2020	AMENDED ISSUE - CLIENT COMMENTS	J.N.	C.B.	J.N.	C.B.	
O	24.06.2020	CONSTRUCTION ISSUE	J.N.	C.B.	J.N.	C.B.	
1	16.07.2020	AMENDED CONSTRUCTION ISSUE	J.N.	C.B.	J.N.	C.B.	
2	28.08.2020	AMENDED CONSTRUCTION ISSUE	J.N.	C.B.	J.N.	C.B.	
3	01.12.2020	WORK AS CONSTRUCTED	J.N.	C.B.	J.N.	C.B.	

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 www.adwjohnson.com.au
 ABN 62 129 445 398

Huntlee + Water

PROPERTY DESCRIPTION	SURVEYED	DATE	A.H.D.
PROPOSED SUBDIVISION STAGE 19a MORAN PARKWAY, HUNTLEE	ADW Johnson		

PROJECT	DISCIPLINE	NUMBER	REV.
POTABLE WATER, RECYCLED WATER AND PRESSURE SEWER RETICULATION	WAT	014	3
PRESSURE SEWER DETAIL PLAN			
- SHEET 3			

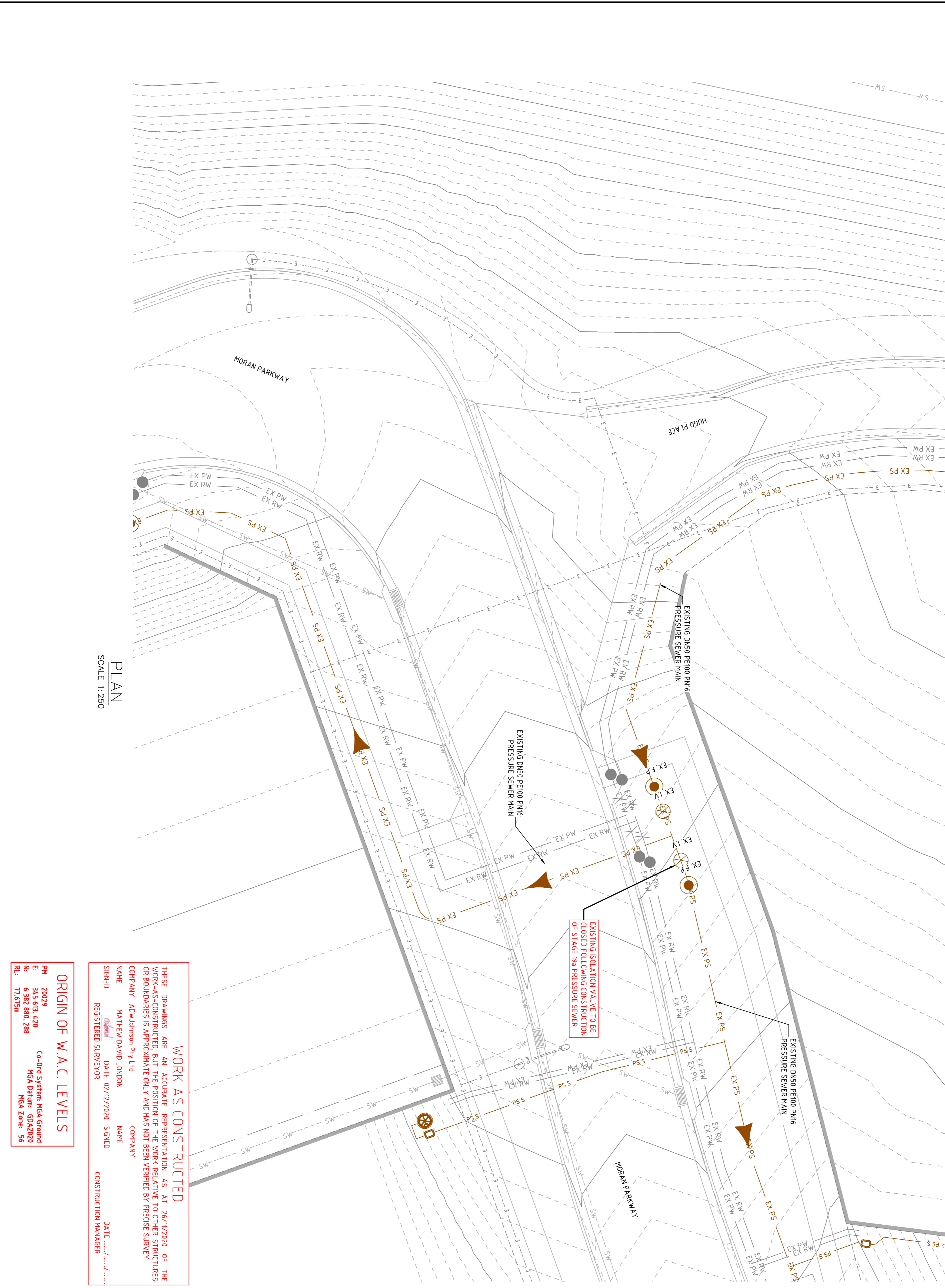
REV.	DATE	AMENDMENT	DRAWN	CHECK	DESIGN	VERIFY	SCALES
A	20.05.2020	PRELIMINARY ISSUE	J.N.	C.B.	J.N.	C.B.	1:1250 / 1:250
B	11.06.2020	AMENDED ISSUE - CLIENT COMMENTS	J.N.	C.B.	J.N.	C.B.	1:1250 / 1:250
C	18.06.2020	AMENDED ISSUE - CLIENT COMMENTS	J.N.	C.B.	J.N.	C.B.	1:1250 / 1:250
0	24.06.2020	CONSTRUCTED ISSUE	J.N.	C.B.	J.N.	C.B.	1:1250 / 1:250
1	16.07.2020	AMENDED CONSTRUCTION ISSUE	J.N.	C.B.	J.N.	C.B.	1:1250 / 1:250
2	28.08.2020	AMENDED CONSTRUCTION ISSUE	J.N.	C.B.	J.N.	C.B.	1:1250 / 1:250
3	01.12.2020	WORK AS CONSTRUCTED	J.N.	C.B.	J.N.	C.B.	1:1250 / 1:250

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 email: hunter@adwjohnson.com.au
 www.adwjohnson.com.au
 ABN 62 129 445 398

Huntlee + Water

PROPERTY DESCRIPTION	SURVEYED	DATE	PROJECT NO.
PROPOSED SUBDIVISION STAGE 19a MORAN PARKWAY, HUNTLEE	ADW Johnson	A.H.D.	240037(19a) - WAT - 015

PROJECT	PLAN TITLE	DISCIPLINE	NUMBER	REV.
POTABLE WATER, RECYCLED WATER AND PRESSURE SEWER RETICULATION	PRESSURE SEWER FLOW REDIRECTION DETAIL	WAT	015	3



WORK AS CONSTRUCTED

THESE DRAWINGS ARE AN ACCURATE REPRESENTATION AS AT 26/11/2020 OF THE WORK-AS-CONSTRUCTED, BUT THE POSITION OF THE WORK RELATIVE TO OTHER STRUCTURES OR BOUNDARIES IS APPROXIMATE ONLY AND HAS NOT BEEN VERIFIED BY PRECISE SURVEY.

COMPANY: ADW Johnson Pty Ltd
 NAME: MATHEW DAVID LONDON
 SIGNED: [Signature]
 REGISTERED SURVEYOR

DATE: 02/12/2020
 SIGNED: [Signature]
 CONSTRUCTION MANAGER

APPROVED FOR CONSTRUCTION
 By ADW Johnson Pty Ltd
 Date Approved: 03/07/2020

CONSTRUCTION ISSUE

NOTES:

- FOR POTABLE WATER PIPEWORK DETAIL PLANS REFER TO DRGS-004 TO 006.
- FOR RECYCLED WATER PIPEWORK DETAIL PLANS REFER TO DRGS-008 AND 010.
- FOR TYPICAL SERVICE CONNECTION DETAILS REFER TO DRG-018.
- FOR TYPICAL SERVICE POINT TYPICAL DETAILS REFER TO STANDARD DRAWING PSS-002.
- FOR FLOW MONITORING POINT TYPICAL DETAILS REFER TO STANDARD DRAWING PSS-115-25.
- CONTRACTOR MAY BEND POLYETHYLENE PIPEWORK IN PLACE OF USING STANDARD FITTINGS WITH A MIN. BENDING RADIUS OF 20 x PIPE DIAH.
- ALL BENDS SHALL BE ELECTROFUSION SWEEP BENDS (FABRICATED BENDS SHALL NOT BE USED).

PRESSURE SEWER PROPERTY SERVICE CONNECTIONS

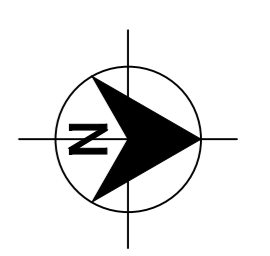
TOTAL 17 CONNECTIONS

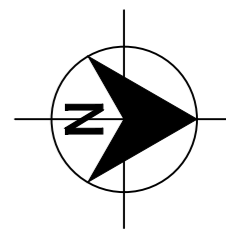
- SINGLE SERVICES - 8 x SHORT SIDE
- 9 x LONG SIDE
- EXISTING SERVICES - 1

PIPE SIZE (mm)	PIPE MATERIAL	TOTAL LENGTH (m)
DMS3	PE100 SDR11	201
DMS0	PE100 SDR11	7

LEGEND

- SP - PE PRESSURE SEWER RETICULATION
- PS S - PE PRESSURE SEWER PROPERTY SERVICE
- W - PVC-M POTABLE WATER RETICULATION
- PWS - POTABLE WATER PROPERTY SERVICE
- RW - PVC-M RECYCLED WATER RETICULATION
- RWS - RECYCLED WATER PROPERTY SERVICE
- EX PS - EXISTING PRESSURE SEWER RETICULATION
- EX PW - EXISTING POTABLE WATER RETICULATION
- EX RW - EXISTING RECYCLED WATER RETICULATION
- SW - UNDERGROUND POWER
- SW - STORMWATER PIPEWORK
- IV - ISOLATION VALVE
- FP - FLUSHING POINT
- MC - MASTER WATER COLLECTION TANK AND BOUNDARY KIT
- PS - PRESSURE SEWER FLOW DIRECTION (SEE NOTE 7)
- PC - PROPERTY SERVICE CONNECTION
- PC - EXISTING PROPERTY SERVICE CONNECTION
- LA - LAY PRESSURE SEWER MAIN OVER STORMWATER PIPE (300mm MIN. VERTICAL CLEARANCE) - REFER TO WAT-1255-H
- LA - LAY PRESSURE SEWER MAIN UNDER STORMWATER PIPE (300mm MIN. VERTICAL CLEARANCE) - REFER TO WAT-1255-H
- AS - ASSET PROTECTION ZONE (NON-SERVICABLE)
- AS - PROPOSED EASEMENT
- AS - SUBDIVISION STAGE BOUNDARY





Point #	Eastings	Northings	Levels	Codes
30	34,7125.18	638332.11	64.00	BDY KIT
31	34,7129.28	638335.55	63.19	BDY KIT
32	34,7133.48	638338.61	62.59	BDY KIT
33	34,7127.84	638339.27	62.33	BDY KIT
34	34,7102.96	638340.24	61.22	BDY KIT
35	34,7078.12	638340.52	59.69	BDY KIT
36	34,7053.34	638340.87	57.61	BDY KIT
37	34,7028.55	638341.94	55.82	BDY KIT
38	34,7006.76	638344.56	54.86	BDY KIT
39	34,6978.08	638344.56	54.52	BDY KIT
40	34,6991.35	638339.24	54.71	BDY KIT
41	34,6995.02	638339.74	54.70	BDY KIT
42	34,7022.22	638339.26	55.97	BDY KIT
43	34,7021.00	638339.38	57.07	BDY KIT
44	34,7051.93	638338.55	58.05	BDY KIT
45	34,7066.80	638338.57	58.87	BDY KIT
46	34,7099.45	638338.72	62.10	BDY KIT
47	34,7112.09	638335.29	63.08	BDY KIT
48	34,7109.87	638335.04	63.37	BDY KIT
57	34,7119.91	638334.66	64.35	FP
58	34,6980.75	638340.16	54.61	FP
64	34,7120.55	638336.12	64.38	SV
65	34,6979.68	638340.99	54.59	SV
66	34,7101.85	638338.25	64.76	SV
68	34,7160.43	638327.16	63.97	TANK

Point #	Eastings	Northings	Levels	Codes
79	34,6979.99	638340.70	54.50	HYD
80	34,7037.66	638340.08	56.48	HYD
81	34,7118.78	638339.35	64.15	HYD
82	34,7118.54	638337.60	64.20	HYD
83	34,7100.71	638336.25	64.08	HYD
95	34,6979.84	638340.73	54.51	HYDR
96	34,7037.69	638340.64	56.50	HYDR
97	34,7119.33	638339.23	64.20	HYDR
98	34,7119.07	638337.45	64.26	HYDR
99	34,7100.32	638336.77	64.09	HYDR
107	34,6977.87	638340.67	54.48	SV
108	34,7118.67	638338.51	64.16	SV
109	34,7101.57	638336.11	64.10	SV
117	34,6978.81	638340.70	54.49	SVR
118	34,7119.20	638338.36	64.20	SVR
119	34,7101.15	638336.50	64.10	SVR
149	34,6977.34	638341.02	54.49	TAP
150	34,6992.37	638339.70	54.65	TAP
151	34,6992.93	638339.74	54.67	TAP
152	34,7006.11	638344.45	54.73	TAP
153	34,7027.82	638341.62	55.74	TAP
154	34,7120.13	638339.15	55.52	TAP
155	34,7036.21	638339.34	56.48	TAP
156	34,7052.60	638340.84	57.60	TAP
157	34,7051.12	638339.34	57.58	TAP

Point #	Eastings	Northings	Levels	Codes
158	34,7065.93	638338.50	58.72	TAP
159	34,7077.39	638340.38	59.45	TAP
160	34,7027.19	638340.20	61.25	TAP
161	34,7127.09	638339.04	62.33	TAP
162	34,7133.24	638338.43	62.58	TAP
163	34,7110.01	638338.33	61.85	TAP
164	34,7112.57	638335.89	62.91	TAP
165	34,7110.37	638335.02	63.21	TAP
166	34,7128.99	638336.33	63.18	TAP
167	34,7124.88	638333.20	63.89	TAP
168	34,7108.19	638336.22	63.70	TAP
198	34,6977.67	638341.13	54.51	TAPR
199	34,6992.07	638339.74	54.65	TAPR
200	34,6993.18	638339.27	54.64	TAPR
201	34,7006.36	638341.40	54.74	TAPR
202	34,7028.14	638341.63	55.81	TAPR
203	34,7021.37	638339.15	55.53	TAPR
204	34,7038.48	638339.38	56.64	TAPR
205	34,7052.89	638340.43	57.59	TAPR
206	34,7051.42	638339.31	57.65	TAPR
207	34,7066.21	638338.48	58.74	TAPR
208	34,7077.71	638340.29	59.47	TAPR
209	34,7100.51	638339.02	61.24	TAPR
210	34,7127.35	638339.02	62.31	TAPR
211	34,7133.13	638338.05	62.56	TAPR

Point #	Eastings	Northings	Levels	Codes
212	34,7109.95	638338.09	61.84	TAPR
213	34,7112.53	638335.60	62.94	TAPR
214	34,7110.32	638330.73	63.13	TAPR
215	34,7127.92	638330.03	63.17	TAPR
216	34,7124.79	638332.93	63.88	TAPR
217	34,7108.17	638335.91	63.70	TAPR
350	34,6992.18	638335.36	54.85	TANK 1930
351	34,6994.25	638335.70	54.85	TANK 1931
352	34,7021.42	638339.31	56.12	TANK 1932
353	34,7036.30	638339.33	57.22	TANK 1933
354	34,7051.15	638338.61	58.13	TANK 1934
355	34,7066.04	638338.66	59.02	TANK 1935
356	34,7084.34	638338.34	61.45	TANK 1936
357	34,7082.10	638336.97	62.46	TANK 1937
358	34,7079.91	638335.80	62.44	TANK 1938
359	34,7164.34	638335.37	63.10	TANK 1939
360	34,7167.62	638337.55	62.38	TANK 1940
361	34,7132.04	638341.10	60.96	TANK 1941
362	34,7107.42	638343.37	59.85	TANK 1942
363	34,7082.49	638340.61	58.23	TANK 1943
364	34,7057.78	638344.69	56.56	TANK 1944
365	34,7033.01	638344.75	54.96	TANK 1945
366	34,7011.20	638344.38	53.65	TANK 1946
367	34,6983.43	638345.05	51.70	TANK 1947

REV.	DATE	AMENDMENT	DRAWN	CHECK	DESIGN	VERIFY
A	20.05.2020	PRELIMINARY ISSUE	J.N.	C.B.	J.N.	C.B.
B	11.06.2020	AMENDED ISSUE - CLIENT COMMENTS	J.N.	C.B.	J.N.	C.B.
C	18.06.2020	AMENDED ISSUE - CLIENT COMMENTS	J.N.	C.B.	J.N.	C.B.
0	24.06.2020	CONSTRUCTION ISSUE	J.N.	C.B.	J.N.	C.B.
1	16.07.2020	AMENDED CONSTRUCTION ISSUE	J.N.	C.B.	J.N.	C.B.
2	28.08.2020	AMENDED CONSTRUCTION ISSUE	J.N.	C.B.	J.N.	C.B.
3	01.12.2020	WORK AS CONSTRUCTED	RDC	ML	-	ML

ALL DIMENSIONS ARE IN METRES. DO NOT SCALE

Johnson

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 email: hunter@odwjohnson.com.au
 www.odwjohnson.com.au
 ABN 62 129 445 398

Huntlee + Water

PROPERTY DESCRIPTION
 PROPOSED SUBDIVISION
 STAGE 19A
 MORAN PARKWAY,
 HUNTLEE

SURVEYED: ADW Johnson DATUM: A.H.D.

PROJECT: POTABLE WATER, RECYCLED WATER AND PRESSURE SEWER RETICULATION
 PLAN TITLE: PRESSURE SEWER FLOW REDIRECTION DETAIL
 PROJECT No: 240037(19a) DISCIPLINE: WAT NUMBER: 015 REV: 3

WORK AS CONSTRUCTED

THESE DRAWINGS ARE AN ACCURATE REPRESENTATION AS AT 26/11/2020 OF THE WORK-AS-CONSTRUCTED, BUT THE POSITION OF THE WORK RELATIVE TO OTHER STRUCTURES OR BOUNDARIES IS APPROXIMATE ONLY AND HAS NOT BEEN VERIFIED BY PRECISE SURVEY.

COMPANY: ADW Johnson Pty Ltd
 NAME: MATHEW DAVID LONDON
 SIGNED: *[Signature]* DATE: 02/12/2020
 REGISTERED SURVEYOR

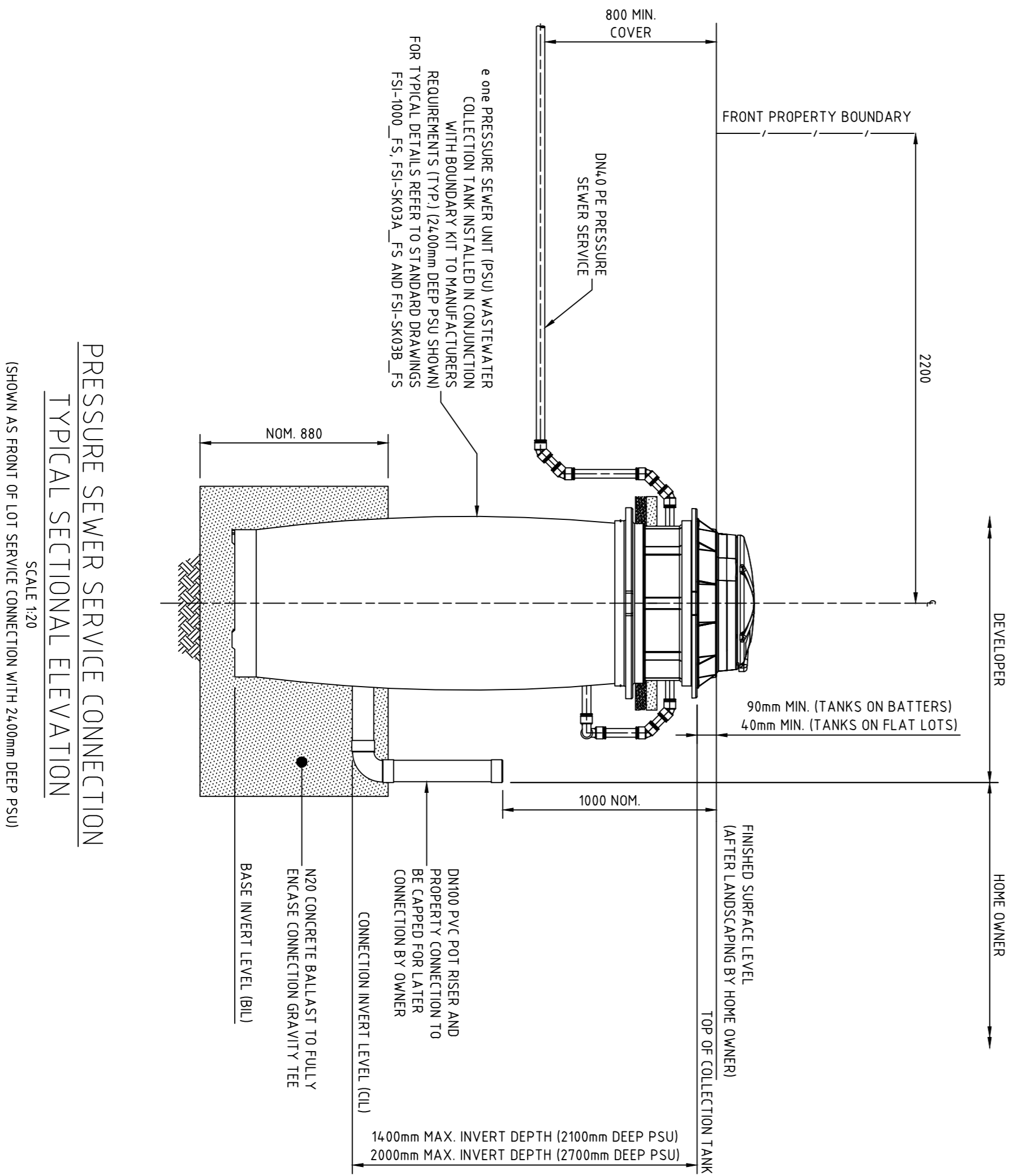
DATE:
 CONSTRUCTION MANAGER

APPROVED FOR CONSTRUCTION
 BY ADW Johnson Pty Ltd
 Date Approved: 03/07/2020

CONSTRUCTION ISSUE

WASTEWATER COLLECTION TANK DETAILS											
LOT NUMBER	FINISHED SURFACE LEVEL (FSL)	TANK BASE INVERT LEVEL (BIL)	TANK CONNECTION INVERT LEVEL (CIL)	TANK HEIGHT	TANK CAPACITY	TANK LOCATION	EASTING	NORTHING	TOP OF COLLECTION TANK LID	CALCULATED SANITARY DRAINAGE INVERT LEVEL	WAC V/S DESIGN INVERT LEVEL COMPARISON
1930	54.72	52.85	53.45	2100	650 L	FRONT	346991.73	6383393.96	54.85	53.59	0.13
1931	54.74	52.87	53.47	2100	650 L	FRONT	346993.81	6383394.10	54.85	53.59	0.12
1932	56.00	54.08	54.68	2100	650 L	FRONT BATTER	347020.83	6383391.94	56.12	54.86	0.17
1933	57.03	55.11	55.71	2100	650 L	FRONT BATTER	347035.71	6383390.06	57.22	55.96	0.24
1934	58.30	56.38	56.98	2100	650 L	FRONT BATTER	347050.59	6383388.19	58.13	56.87	-0.11
1935	58.88	57.01	57.61	2100	650 L	FRONT	347065.47	6383386.30	59.02	57.76	0.15
1936	61.33	59.46	60.06	2100	650 L	FRONT	347083.64	6383384.00	60.19	60.19	0.13
1937	62.33	60.46	61.06	2100	650 L	REAR	347081.23	6383368.13	62.46	61.20	0.13
1938	62.33	60.46	61.06	2100	650 L	REAR	347079.03	6383353.30	62.44	61.18	0.11
1939	62.89	61.02	61.62	2100	650 L	REAR	347163.79	6383352.93	63.10	61.84	0.22
1940	62.22	60.35	60.95	2100	650 L	REAR	347167.55	6383378.62	62.38	61.12	0.16
1941	60.82	58.95	59.55	2100	650 L	REAR	347131.70	6383432.76	60.96	59.70	0.15
1942	59.69	57.82	58.42	2100	650 L	REAR	347106.89	6383435.90	59.85	58.59	0.16
1943	58.07	56.20	56.80	2100	650 L	REAR	347082.09	6383439.03	58.23	56.97	0.16
1944	56.41	54.54	55.14	2100	650 L	REAR	347057.29	6383442.17	56.56	55.30	0.16
1945	54.78	52.91	53.51	2100	650 L	REAR	347032.49	6383445.30	54.96	53.70	0.19
1946	53.31	51.44	52.04	2100	650 L	REAR	347010.66	6383448.06	53.45	52.19	0.15

NOTE: FINISHED SURFACE LEVELS EXTRACTED FROM DIGITAL DATA SUPPLIED BY NORTHROP CONSULTING ENGINEERS (09/06/2020)



PRESSURE SEWER SERVICE CONNECTION
TYPICAL SECTIONAL ELEVATION
SCALE 1:20
(SHOWN AS FRONT OF LOT SERVICE CONNECTION WITH 2400mm DEEP PSU)

WORK AS CONSTRUCTED

THESE DRAWINGS ARE AN ACCURATE REPRESENTATION AS AT 26/11/2020 OF THE WORK-AS-CONSTRUCTED BUT THE POSITION OF THE WORK RELATIVE TO OTHER STRUCTURES OR BOUNDARIES IS APPROXIMATE ONLY AND HAS NOT BEEN VERIFIED BY PRECISE SURVEY.

COMPANY: ADW Johnson Pty Ltd
NAME: MATTHEW DAVID LONDON
DATE: 02/12/2020
REGISTERED SURVEYOR

DATE: / /
CONSTRUCTION MANAGER

ORIGIN OF W.A.C. LEVELS

PM 20029
E 345 613 420
N 6 382 880 288
RL 77615m

Co-Ord System: MGA Ground
MGA Datum: GDA2020
MGA Zone: 56

APPROVED FOR CONSTRUCTION
By ADW Johnson Pty Ltd
Date Approved: 03/07/2020

CONSTRUCTION ISSUE



REV.	DATE	AMENDMENT	DRAWN	CHECK	DESIGN	VERIFY	SCALES
A	20/05/2020	PRELIMINARY ISSUE	J.N.	C.B.	J.N.	C.B.	0 0.4 0.8 A1 / A3
B	11/06/2020	AMENDED ISSUE - CLIENT COMMENTS	J.N.	C.B.	J.N.	C.B.	1:20 / 1:40
C	18/06/2020	AMENDED ISSUE - CLIENT COMMENTS	J.N.	C.B.	J.N.	C.B.	
0	24/06/2020	CONSTRUCTED ISSUE	J.N.	C.B.	J.N.	C.B.	
1	16/07/2020	AMENDED CONSTRUCTION ISSUE	J.N.	C.B.	J.N.	C.B.	
2	28/08/2020	AMENDED CONSTRUCTION ISSUE	J.N.	C.B.	J.N.	C.B.	
3	01/12/2020	WORK AS CONSTRUCTED	RJC	ML	-	ML	

adw
Johnson

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www.adwjohnson.com.au
ABN 62 129 445 398

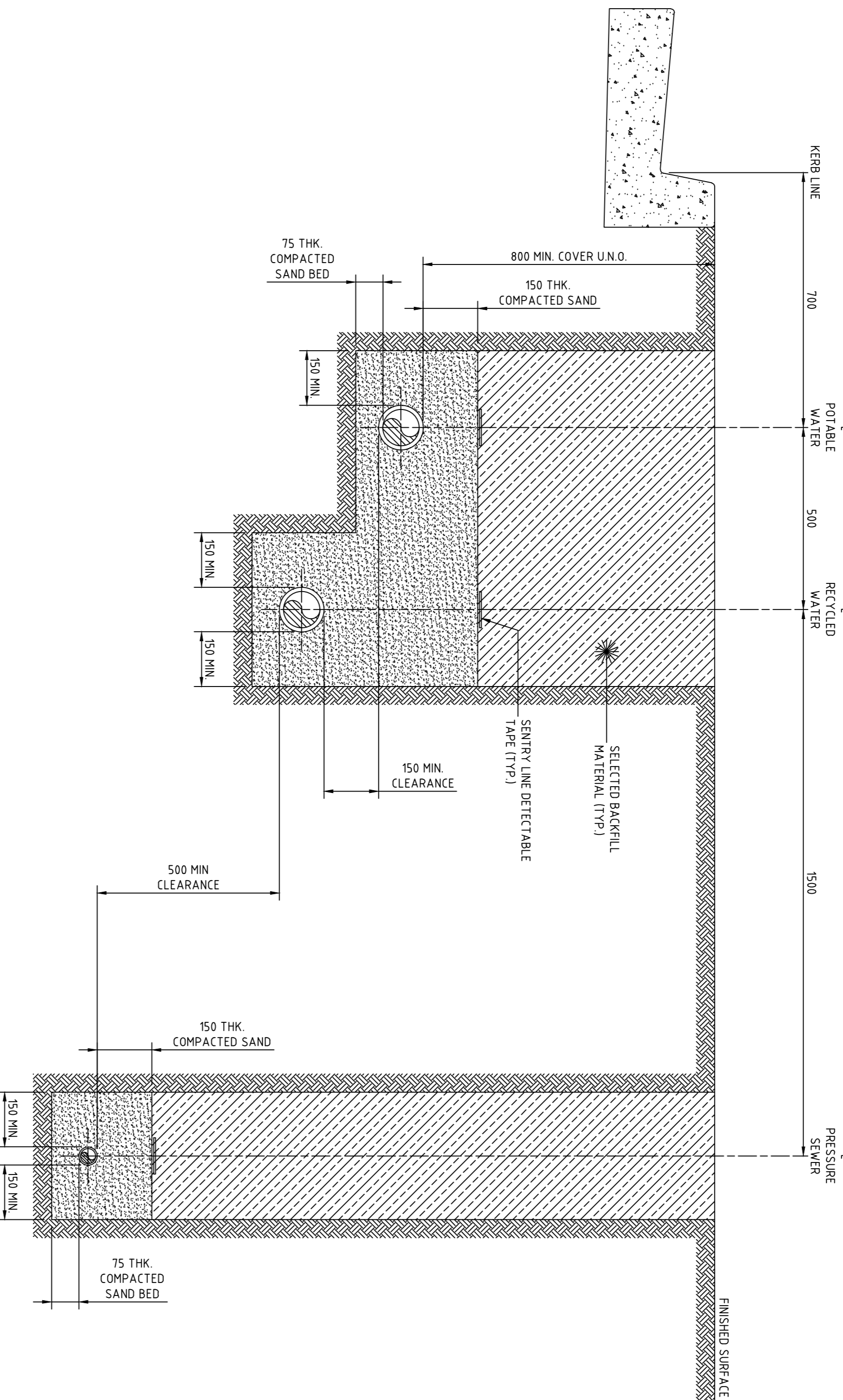
Huntlee + Water

CLIENT

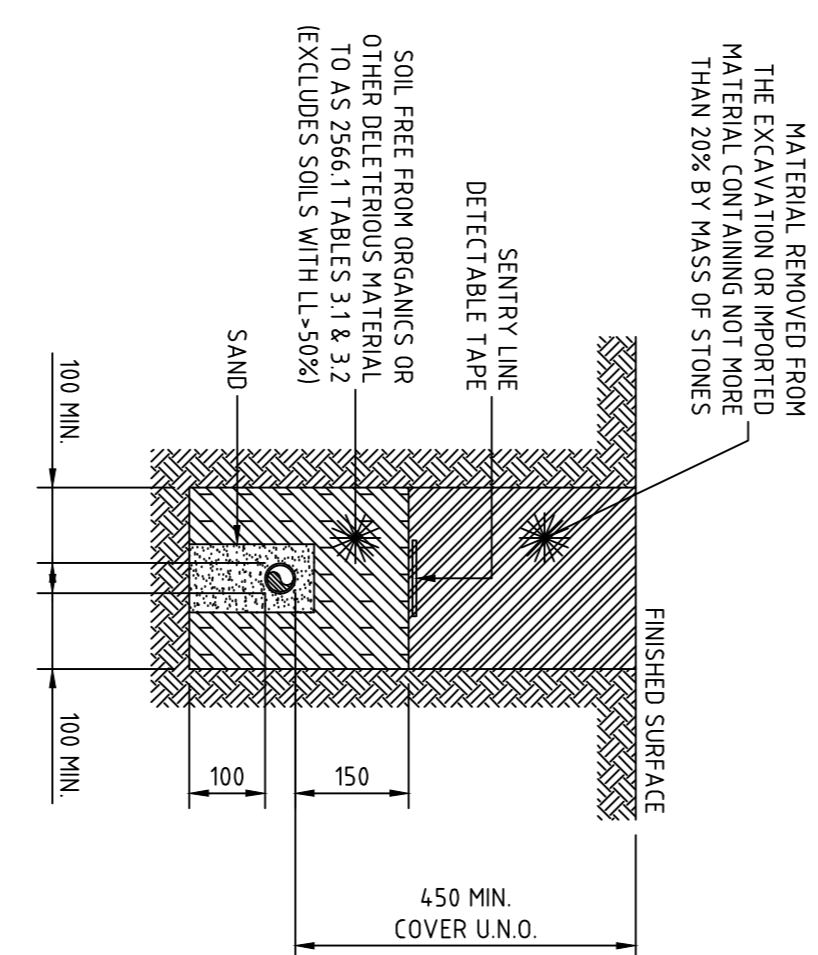
PROPERTY DESCRIPTION	PROPOSED SUBDIVISION	SURVEYED	DATE
PROPOSED SUBDIVISION STAGE 19a MORAN PARKWAY, HUNTLEE		ADW Johnson	A.H.D.

PROJECT	DISCIPLINE	NUMBER	REV.
POTABLE WATER, RECYCLED WATER AND PRESSURE SEWER RETICULATION	WAT	019	3

100mm AT FULL SIZE



STREET PRESSURE MAIN
TYPICAL DETAIL
SCALE F100



PRIVATE PROPERTY PRESSURE MAIN
TYPICAL DETAIL
SCALE F100

- NOTES:
1. ALL POLYETHYLENE FITTINGS SHALL BE JOINED USING ELECTROFUSION JOINING TECHNIQUES IN ACCORDANCE WITH MANUFACTURERS REQUIREMENTS. ROTATE BENDS AS NECESSARY.

CONSTRUCTION ISSUE

APPROVED FOR CONSTRUCTION
By Adw Johnson Pty Ltd
Date Approved 03/07/2020

WORK AS CONSTRUCTED

THESE DRAWINGS ARE AN ACCURATE REPRESENTATION AS AT 26/11/2020 OF THE WORK AS CONSTRUCTED BUT THE POSITION OF THE WORK RELATIVE TO OTHER STRUCTURES OR BOUNDARIES IS APPROXIMATE ONLY AND HAS NOT BEEN VERIFIED BY PRECISE SURVEY.

COMPANY: ADW Johnson Pty Ltd
NAME: MATTHEW DAVID LONDON
SIGNED: [Signature]
REGISTERED SURVEYOR DATE: 02/12/2020 SIGNED: [Signature]
DATE: / /
CONSTRUCTION MANAGER

ORIGIN OF W.A.C. LEVELS

PM 20029
E 345.638, 420
R: 392.880, 288
77.875m

Co-Ord System: MGA Ground
MGA Datum: GDA2020
MGA Zone: 56

REV.	DATE	AMENDMENT	DRAWN	CHECK	DESIGN	VERIFY	SCALES
A	20.05.2020	PRELIMINARY ISSUE	J.N.	C.B.	J.N.	C.B.	0 01 02 04 A1 / A3
B	11.06.2020	AMENDED ISSUE - CLIENT COMMENTS	J.N.	C.B.	J.N.	C.B.	f:10 / 1:20
C	18.06.2020	AMENDED ISSUE - CLIENT COMMENTS	J.N.	C.B.	J.N.	C.B.	
0	24.06.2020	CONSTRUCTION ISSUE	J.N.	C.B.	J.N.	C.B.	
1	16.07.2020	AMENDED CONSTRUCTION ISSUE	J.N.	C.B.	J.N.	C.B.	
2	28.08.2020	AMENDED CONSTRUCTION ISSUE	J.N.	C.B.	J.N.	C.B.	
3	01.12.2020	WORK AS CONSTRUCTED	RJC	ML	-	ML	

DESIGN FILE N:\
Plotted By: shornes Plot Date: 02/12/20 - 14:16 Cad File: N:\240072\DWG\Water & Sewer\Stage19a-WAC\240072(19a)-WAC-016 to 019(3).dwg

adw Johnson

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www.adwjohnson.com.au
ABN 62 129 445 398

Huntlee + Water

CLIENT

PROPERTY DESCRIPTION

PROPOSED SUBDIVISION
STAGE 19a
MORAN PARKWAY,
HUNTLEE

SURVEYED: ADW Johnson

DATE: A.H.D.

PROJECT: POTABLE WATER, RECYCLED WATER AND PRESSURE SEWER RETICULATION

PLAN TITLE: TYPICAL PIPEWORK TRENCHING DETAILS

PROJECT No: 240037(19a) - WAT - 016

DISCIPLINE: NUMBER 016

REV: 3



REV.	DATE	AMENDMENT	DRAWN	CHECK	DESIGN	VERIFY	SCALES
A	20.05.2020	PRELIMINARY ISSUE	J.N.	C.B.	J.N.	C.B.	
B	11.06.2020	AMENDED ISSUE - CLIENT COMMENTS	J.N.	C.B.	J.N.	C.B.	
C	18.06.2020	AMENDED ISSUE - CLIENT COMMENTS	J.N.	C.B.	J.N.	C.B.	
0	24.06.2020	CONSTRUCTION ISSUE	J.N.	C.B.	J.N.	C.B.	
1	16.07.2020	AMENDED CONSTRUCTION ISSUE	J.N.	C.B.	J.N.	C.B.	
2	28.08.2020	AMENDED CONSTRUCTION ISSUE	J.N.	C.B.	J.N.	C.B.	
3	01.12.2020	AMENDED CONSTRUCTION ISSUE WORK AS CONSTRUCTED	RJC	ML	-	ML	

DESIGN FILE N:\
Plotted By: shomes Plot Date: 02/12/20 - 14:16 Cad File: N:\240072\DWG\Water & Sewer\Stage19a-WAC\240072(19a)-WAC-016 to 019(3).dwg

ALL DIMENSIONS ARE IN METRES. DO NOT SCALE



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www.qdwjohnson.com.au
ABN 62 129 445 398

CLIENT



PROPERTY DESCRIPTION

PROPOSED SUBDIVISION
STAGE 19a
MORAN PARKWAY,
HUNTLEE

PROJECT

POTABLE WATER, RECYCLED WATER AND
PRESSURE SEWER RETICULATION

PLAN TITLE

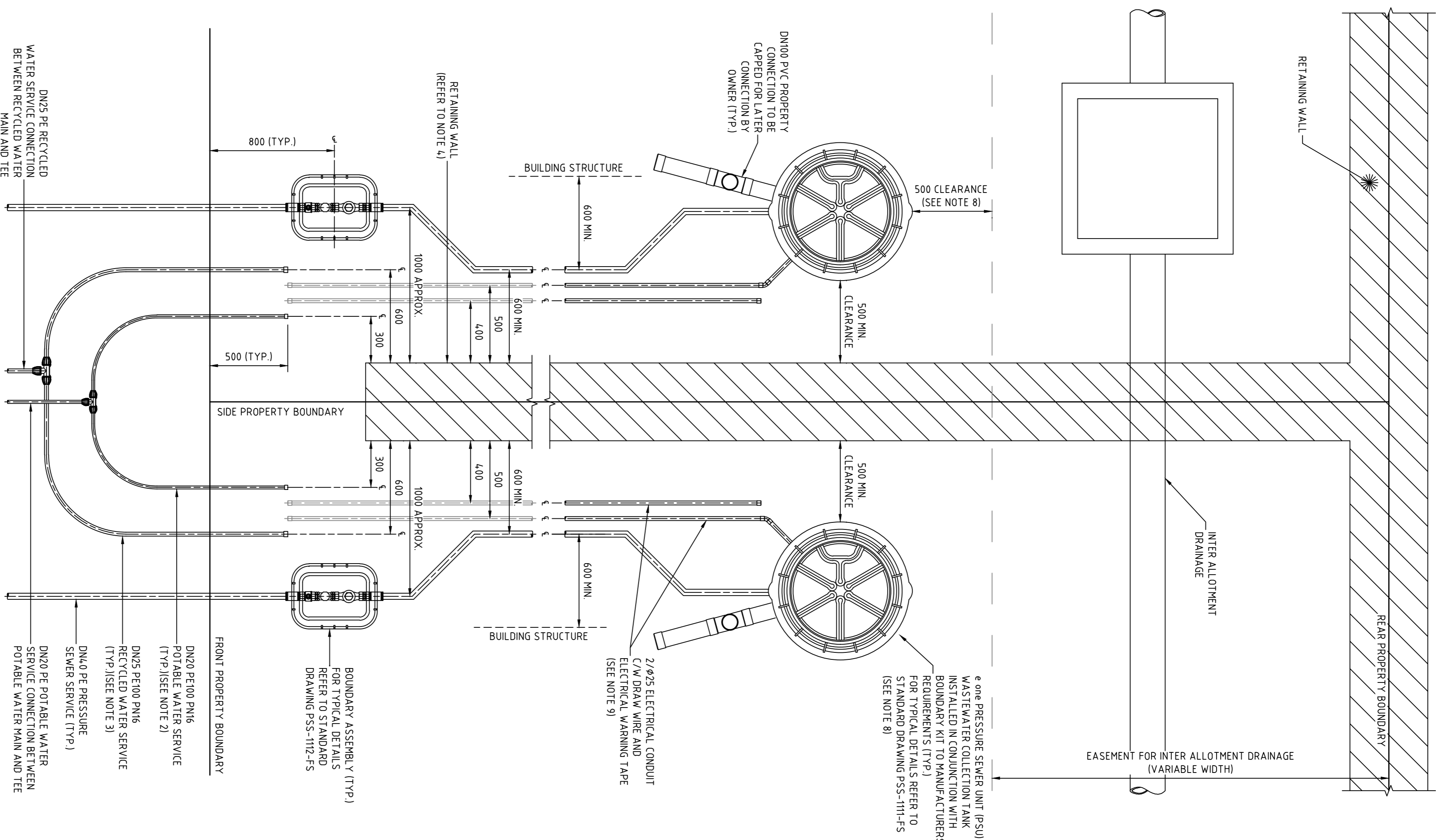
NOT USED

CONSTRUCTION ISSUE

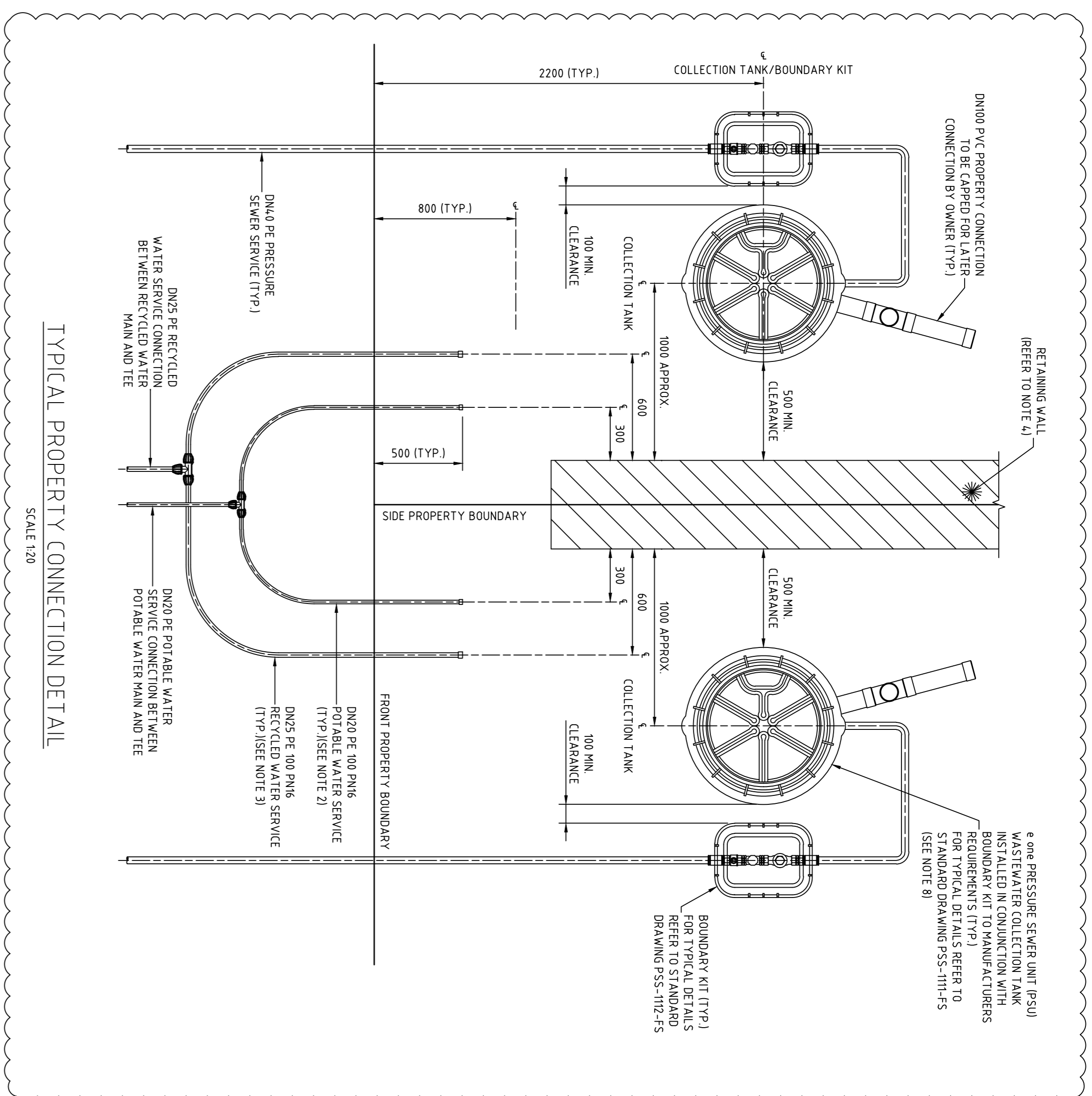
APPROVED FOR CONSTRUCTION
By ADW Johnson Pty Ltd
Date Approved: 03/07/2020

PROJECT No. 240037(19a) DISCIPLINE WAT NUMBER 017 REV. 3





TYPICAL PROPERTY CONNECTION DETAIL
(PRESSURE SEWER UNIT AT REAR)
SCALE 1:20



TYPICAL PROPERTY CONNECTION DETAIL
SCALE 1:20

NOTES:

- PROPERTY SERVICE CONNECTIONS SHALL BE IN ACCORDANCE WITH USA STANDARD DRAWINGS FOR DUAL WATER SUPPLY SYSTEMS (SYDNEY WATER VERSION) SUPPLEMENT TO USA 03-2011.
- DN20 PE100 POTABLE WATER SERVICE TO EXTEND BEYOND PROPERTY BOUNDARY AND BE CAPPED FOR LATER CONNECTION BY PROPERTY OWNER.
- DN25 PE100 RECYCLED WATER SERVICE TO EXTEND 500mm BEYOND PROPERTY BOUNDARY AND BE CAPPED FOR LATER CONNECTION BY PROPERTY OWNER.
- FOR PROPERTY CONNECTIONS WHERE A RETAINING WALL IS NOT PRESENT, SERVICES ARE TO BE OFFSET FROM THE PROPERTY BOUNDARY.
- WHERE SERVICE CONNECTIONS ARE LOCATED ADJACENT TO TESTRA PITS/ELECTRICAL PILLARS, A MINIMUM CLEARANCE OF 200mm BETWEEN PITS AND SERVICE PIPEWORK IS TO BE MAINTAINED.
- MINIMUM BENDING RADIUS FOR PE PIPEWORK IS TO BE 20 x PIPE DIAMETER.
- ALL POLYETHYLENE FITTINGS SHALL BE JOINED USING ELECTROFUSION JOINING TECHNIQUES IN ACCORDANCE WITH MANUFACTURERS REQUIREMENTS. ROTATE BENDS AS NECESSARY.
- PRESSURE SEWER UNIT (PSU) IS TO HAVE 500mm CLEARANCE FROM INTER ALLOTMENT DRAINAGE EASEMENT (IF PRESENT). REAR PROPERTY BOUNDARY RETAINING WALL (IF PRESENT) OR REAR PROPERTY BOUNDARY. PRESSURE SEWER UNIT (PSU) IS TO HAVE 250mm CLEARANCE FROM BUILDING STRUCTURES.
- 425 ELECTRICAL CONDUIT IS TO EXTEND FROM CONNECTION WITH PRESSURE SEWER UNIT (PSU) TO NOM. 500mm INSIDE FRONT PROPERTY BOUNDARY AND BE CAPPED FOR LATER CONNECTION BY PROPERTY OWNER.
- ALL CONDUIT BENDS ARE TO BE LARGE RADIUS SWEEP BENDS.
- FOR MORE INFORMATION REFER TO FLOW SYSTEMS STANDARD DRAWING FS1-1000-F5.
- FOR ALTERNATE TANK AND BOUNDARY CONFIGURATIONS, AND DETAILS FOR TANKS INSTALLED ON PROPERTIES WITH BATTERS AND RETAINING WALLS, REFER TO FLOW SYSTEMS STANDARD DRAWINGS FS1-SK03A-F5 AND FS1-SK03B-F5.

WORK AS CONSTRUCTED

THESE DRAWINGS ARE AN ACCURATE REPRESENTATION AS AT 28/11/2020 OF THE WORK-AS-CONSTRUCTED, BUT THE POSITION OF THE WORK RELATIVE TO OTHER STRUCTURES OR BOUNDARIES IS APPROXIMATE ONLY AND HAS NOT BEEN VERIFIED BY PRELIMINARY SURVEY.

NAME: MATTHEW DAVID LONDON COMPANY: ADW Johnson Pty Ltd DATE: 02/12/2020 SIGNED: REGISTERED SURVEYOR DATE: CONSTRUCTION MANAGER

ORIGIN OF W.A.C. LEVELS

PM 20029 Co-Ord System: MGA Ground E 345 613 420 MGA Datum: GDA2020 N 6 382 880 288 MGA Zone: 56 RL: 77.675m

APPROVED FOR CONSTRUCTION
BY Adw Johnson Pty Ltd
Date Approved: 03/07/2020

CONSTRUCTION ISSUE



REV.	DATE	AMENDMENT	DRAWN	CHECK	DESIGN	VERIFY	SCALE
A	20.05.2020	PRELIMINARY ISSUE	J.N.	C.B.	J.N.	C.B.	A1 / A3
B	11.06.2020	AMENDED ISSUE - CLIENT COMMENTS	J.N.	C.B.	J.N.	C.B.	f:10/120
C	18.06.2020	AMENDED ISSUE - CLIENT COMMENTS	J.N.	C.B.	J.N.	C.B.	A1 / A3
0	24.06.2020	CONSTRUCTED ISSUE	J.N.	C.B.	J.N.	C.B.	
1	16.07.2020	AMENDED CONSTRUCTION ISSUE	J.N.	C.B.	J.N.	C.B.	
2	28.08.2020	AMENDED CONSTRUCTION ISSUE	J.N.	C.B.	J.N.	C.B.	
3	01.12.2020	WORK AS CONSTRUCTED	J.N.	C.B.	J.N.	C.B.	1:20/1:40

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cdw
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www.cdwjohnson.com.au
ABN 62 129 445 398

Huntlee + Water
CLIENT
PROPOSED SUBDIVISION
STAGE 19a
MORAN PARKWAY,
HUNTLEE

PROPERTY DESCRIPTION	SURVEYED	DATUM
ADW Johnson	ADW Johnson	A.H.D.

PROJECT	PLAN TITLE	PROJECT No.	DISCIPLINE	NUMBER	REV.
POTABLE WATER, RECYCLED WATER AND PRESSURE SEWER RETICULATION	TYPICAL SERVICE CONNECTION DETAILS	240037(19a)	WAT	018	3

12 September 2022

H & M Hunter Region Pty Ltd
67A Chelmsford Avenue
NORTH ROTHBURY NSW 2335

Dear H & M Hunter Region Pty Ltd

Subject: Approved Whole Occupation Certificate
Property: 33 Moran Parkway, North Rothbury
Application No: CDC/1241232
Description: Dwelling and Retaining Wall

Please find enclosed the Whole Occupation Certificate for your development at the above property.

Council have been notified of this completion.

Thank you for choosing Buildcert as your Principal Certifier. Please don't hesitate to contact us should you require any of our services in the future.

Yours sincerely



DANE CECCATO

On behalf of Buildcert Certification Pty Ltd - RBC8
Accreditation Body: NSW Fair Trading

Occupation Certificate

Issued in accordance with Sections 6.9 & 6.10 of the Environmental Planning and Assessment Act 1979 & Part 5 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021

Certificate No: CDC/1241232

Determination: APPROVED

Property Address: Lot 1932 DP 1263649, 33 Moran Parkway, NORTH ROTHBURY NSW 2335

Type of Certificate: WHOLE

Description of Work: Dwelling and Retaining Wall

BCA Classification: 1a, 10a, 10b

STATEMENT

- The health and safety of the occupants of the building have been taken into consideration, and
- A current Development Consent or Complying Development Certificate is in force for the building, and the works are consistent with that consent, and
- If any building work has been carried out, a current Construction Certificate (or Complying Development Certificate) has been issued with respect to the plans and specifications for the building, and
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia.

This certificate is issued by:



DANE CECCATO
ACCREDITATION NUMBER: BDC3155

Certificate Determined on:

12 SEPTEMBER 2022

On behalf of Buildcert Certification Pty Ltd - RBC8
Accreditation Body: NSW Fair Trading

ATTACHMENTS

- Schedule of Critical Stage Inspections

SCHEDULE OF CRITICAL STAGE INSPECTIONS

Property: 33 Moran Parkway, North Rothbury
Application No: CDC/1241232
Description: Dwelling and Retaining Wall

INSPECTION	RESULT	DATE	ACCREDITED CERTIFIER
Slab on Ground	Satisfactory	17/11/2021	Troy Gray
Frame	Satisfactory	28/01/2022	Troy Gray
Wet Area Flashing	Satisfactory	9/03/2022	Troy Gray
Retaining Wall/Block Wall Footing	Satisfactory	12/05/2022	Troy Gray
Stormwater Drainage Connections	Satisfactory	17/08/2022	Dane Ceccato
Completion Inspection	Unsatisfactory	17/08/2022	Dane Ceccato
Completion Inspection	Unsatisfactory	2/09/2022	Dane Ceccato
Completion Inspection	Satisfactory	9/09/2022	Dane Ceccato

Policy No: HBCF21061768

Policy Date: 08/10/2021

A contract of insurance complying with sections 92 and 96 of the *Home Building Act 1989* (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation under section 10 of the *State Insurance and Care Governance Act 2015*.

Period of Insurance	The contract of insurance provides cover for both the construction period and the warranty period
In respect of	New Single Dwelling Construction
Description of construction as advised by builder^	New single dwelling
At	
	33 Moran PARKWAY
	North Rothbury New South Wales 2335
Site plan number^	NA
Site plan type^	NA
Homeowner	H & M Hunter Region Pty Ltd
Carried out by	Haverton Homes Pty Ltd
Licence number	293833C
Builder job number^	N1-131
Contract amount^	\$257,125.00
Contract date^	16/06/2021
Premium paid	\$2,150.21
Cost of additional products or services under contract	Nil - no additional services
Price (including GST and Stamp Duty) Note: The total price does not include any brokerage or other costs to arrange the insurance contract.	\$2,578.10

^Additional information

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary. This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the icare website at www.icare.nsw.gov.au

There are absolute limits on what you can be paid under this insurance, both in respect of non-completion of the works and as a total policy limit. Please review the policy wording closely for those limits. In summary, the total limit of the policy in any case (including the non-completion of building work, defective building work and any other costs covered by the policy) is \$340,000 per dwelling, with a sub-limit in respect of the non-completion of the building work of 20% of the contract price (as varied). This policy will never pay more than 20% of the contract price (as varied) in respect of the non-completion of building work, and never more than \$340,000 per dwelling for all loss, damage, costs and liabilities covered.

Certificate No: HBCF21061768

Issued on: 08/10/2021



Nathan Agius, General Manager, General Lines Underwriting
Signed on behalf of the insurer

This certificate may only be cancelled within two (2) years of the policy date and only where no work has commenced and no monies have been paid under the building contract.

IMPORTANT NOTE Your contractor must give you either: (a) a certificate of combined cover OR (b) 2 certificates, one covering construction period cover and a second certificate covering the warranty period for the work.



HBCF

Policy of Insurance under Part 6 of the *Home Building Act 1989* (NSW)

Version 4.0 Effective 1 June 2018

How to read the policy

- (i) The **policy** covers **you** for the types of loss, and for the amounts of loss, described in clause 1.
- (ii) Clause 2 explains the period for which the **policy** provides cover.
- (iii) The **policy** does not cover **you** for the losses set out in clause 3.
- (iv) **Your** entitlement to indemnity is subject to conditions. In particular, **you** must comply with the obligations relating to claims in clause 4 and the general obligations set out in clause 5.
- (v) In some cases, cover under the **policy** may be limited by clause 6.
- (vi) Words and phrases appearing in bold have the special meanings explained in clause 7.
- (vii) Limitations on and exclusions of liability provided for in this **policy** are intended to comply with the **Act** and **Regulation**, and to the extent that they do not they are to be read as if complying with the relevant part(s) of the **Act** and/or **Regulation** dealing with the applicable limitation(s) or exclusion(s).

1. Cover

1.1 Residential building work

- (a) Subject to the terms of the **policy** and in accordance with the **Act** and the **Regulation**, the **policy** will cover **you** if **you** suffer the following losses or damage in respect of the **work** covered by this **policy**:
- (i) loss or damage resulting from non-completion of the **work** because of the **insolvency**, death or **disappearance** of the **builder**; and
 - (ii) loss or damage arising from a breach of a **statutory warranty** by the **builder**, being loss or damage in respect of which **you** cannot recover compensation from the **builder** or have the **builder** rectify because of the **insolvency**, death or **disappearance** of the **builder**.
- (b) Subject to the terms of the **policy**, in accordance with the **Act** and the **Regulation** and without limiting paragraph (a), the **policy** will cover **you** for the following loss or damage, being loss or damage in respect of which **you** cannot recover compensation from the **builder**, or have the **builder** rectify, because of the **insolvency**, death or **disappearance** of the **builder**:
- (i) loss or damage resulting from faulty design, where the design was provided by the **builder**;
 - (ii) loss or damage resulting from non-completion of the **work** because of early termination of the **contract** because of the **builder's** wrongful failure or refusal to complete the **work**;
 - (iii) the cost of alternative accommodation, removal and storage costs reasonably and necessarily incurred as a result of an event referred to in paragraph (a);
 - (iv) the loss of a deposit or progress payment due to an event referred to in paragraph (a); and
 - (v) any legal or other reasonable costs incurred by **you** in seeking to recover compensation from the **builder** for the loss or damage or in taking action to rectify the loss or damage.
- (c) The **policy** will also cover **you** for any acts and omissions of all persons contracted by the **builder** to perform the **work** resulting in the loss or damage referred to in paragraph (a) or (b).
- (d) The cover under this clause extends to any **residential building work** performed by the **builder** by way of rectification of the **work** after completion (as provided at clause 2.4) of the **work**.

1.2 Amount of cover

- (a) At **our** discretion, **we** will either make good the loss or damage by engaging or paying a builder to repair or rectify the loss or damage, or pay to **you** the amount of that loss or damage, subject to paragraphs (b) and (d) and the limits on cover set out in subclause 1.3.
- (b) Subject to paragraph (d), and except where clause 6 applies (to **residential flat building work**), the **policy** will not cover **you** for more than \$340,000 (or such other amount as may be prescribed by the **Act** and the **Regulation** at the time the **policy** is entered into) in the aggregate for all claims made.
- (c) For the avoidance of doubt, this **policy** is a single contract of insurance, it is neither or both a construction period insurance contract or warranty period insurance contract within the meaning of the **Act** and is not an alternative indemnity product within the meaning of the **Act**.
- (d) In respect of a **dwelling** in a building or complex containing more than one **dwelling**, the amount referred to in paragraph (b) may be reduced by not more than an amount calculated by dividing the amount of any claim

paid by **us** in relation to **common property** of the building or complex, by the number of **dwellings** contained in the building or complex.

1.3 General limits on cover

- (a) **You** must meet the first \$250 of each claim made.
- (b) If the claim is in respect of loss or damage resulting from non-completion of the **work**, the **policy** will not cover **you** for an amount of loss or damage more than 20% of the **contract price** (including any agreed variation to the **contract price**) for the **work**.
- (c) The **policy** will not cover **you** for the amount of a deposit that exceeds the maximum payment permitted by section 8 of the **Act**.
- (d) **We** will not be liable for the amount of any part of a progress payment that exceeds the amount specified for such a payment in section 8A of the **Act**.
- (e) **We** will not be liable for any part of the amount of a deposit, if the deposit has not been paid.
- (f) If **residential building work** has not commenced, the loss or damage indemnified against under the **policy** is limited to the loss of any deposit paid.
- (g) The **policy** will not cover **you** in respect of a loss arising from a breach of **statutory warranty** if a claim has already been made by **you** in respect of that breach and paid to **you** by **us** or by another insurer or provider of cover under Part 6B of the **Act** (whether under this **policy**, a different contract of insurance or alternative indemnity product).
- (h) All references in the **policy** to dollar amounts and the **contract price** are inclusive of any applicable goods and services tax (*GST*).

2. Period of insurance

2.1 Non-completion

In respect of loss or damage arising from non-completion of the **work**, the **policy** provides cover for a period of 12 months after the failure to commence, or cessation of, the **work**.

2.2 Major defects

In respect of loss or damage arising from a **major defect**, the **policy** provides cover for a period of six years after the completion of the **work** or such other period as may be prescribed by the **Act** and the **Regulation**.

2.3 Other loss and damage

In respect of loss or damage arising other than from a **major defect** or non-completion of the **work**, the **policy** provides cover for a period of two years after the completion of the **work** or such other period as may be prescribed by the **Act** and the **Regulation**.

2.4 Maximum time limit for claims

Despite any other provision of this **policy**, this **policy** does not in any circumstances provide cover in respect of loss if the claim in respect of the loss is made to **us** more than 10 years after completion of the **work**.

2.5 Completion of the work

Work is taken to be complete:

- (a) In respect of residential building work other than the construction of a new building in a **strata scheme**:
- (i) On the date that the **work** is completed within the meaning of the **contract** under which the **work** was done; or

- (ii) If:
 - i. The **contract** does not provide for when **work** is completed;
 - ii. There is no **contract**; or
 - iii. In any other case,

On the date of **practical completion**.

- (b) In respect of paragraph (a), if **residential building work** comprises the construction of 2 or more buildings each of which is reasonably capable of being used and occupied separately, **practical completion** of the individual buildings can occur at different times (so that **practical completion** of any one building does not require **practical completion** of all the buildings).
- (c) In respect of **residential building work** comprising the construction of a new building in a **strata scheme**:
 - i. On the date of issue of an **occupation certificate** that authorises the occupation and use of the whole of the building, unless paragraph (ii) applies, or
 - ii. The occurrence of some other event that is prescribed by the **Regulation** as constituting completion of the **work**.
- (d) In respect of paragraph (c), if a contract to do **residential building work** (the primary contract) comprises the construction of 2 or more separate buildings, the date of completion of the **work** is to be determined as if there was a separate **contract** for each separate building (with each contract on the same terms as the primary contract) so that the **work** for each building will have a separate completion date. For the purposes of this paragraph, a building is separate if it is reasonably capable of being used and occupied separately from any other building.

3. Loss and damage for which the policy provides no cover

3.1 The **policy** will not cover **you** for:

- (a) claims that may otherwise arise under the **contract** in the nature of liquidated damages for delay or damages for delay, however this limitation does not extend to any increase in rectification costs caused by the effluxion of time;
- (b) a claim for loss or damage resulting from any of the following:
 - (i) war;
 - (ii) an **act of terrorism**;
 - (iii) civil unrest;
 - (iv) asbestos contamination or removal;
 - (v) a nuclear event;
 - (vi) risks normally insured under a policy for public liability or contract works;
 - (vii) an act of God or nature;
 - (viii) failure by **you** to maintain appropriate protection against pest infestation or exposure of natural timbers;
 - (ix) consequential loss, including, without limitation, loss of rent or other income, loss of enjoyment, loss of business opportunity, inconvenience or distress; or
 - (x) malfunction in any mechanical or electrical equipment or appliance, if **we** prove that the malfunction is not attributable to the workmanship of an installation by the builder.

- (c) loss or damage that could reasonably be expected to result from fair wear and tear of the **work**, or from **your** failure to maintain the **work**;
- (d) a claim in relation to a defect in, or the repair of damage to, a **major element** in the non-residential part of a building that supports or gives access to the residential part, unless it is a defect or damage that adversely affects the structure of the residential part or the access to it;
- (e) a claim in relation to damage caused by the normal drying out of the **work** if the **builder** has taken all reasonable precautions in allowing for the normal drying out when carrying out the **work**;
- (f) a claim in relation to damage due to or made worse by **your** failure to take reasonable and timely action to minimise the damage;
- (g) a claim in relation to an appliance or apparatus (such as a dishwasher or air conditioning unit) if the claim is made after the expiry of the manufacturer's warranty period for the appliance or apparatus concerned, or, if there is no warranty period, outside the reasonable lifetime of the appliance or apparatus;
- (h) a claim in relation to damage to **work** or materials that is made outside the reasonable lifetime of that **work** or materials or the manufacturer's warranty period for the materials;
- (i) a claim in relation to a defect due to a faulty design provided by **you**; or
- (j) work that:
 - (i) is not **residential building work**; and/or
 - (ii) did not require a certificate of insurance under Part 6 of the **Act**;

regardless of whether a valid insurance certificate has been issued for it.

3.2 The **policy** does not cover an interest in the **work** that is not **your** interest and **we** are not liable under the **policy** to any person other than **you**.

3.3 The **policy** does not cover any claim by the **builder**.

3.4 The **policy** does not cover a claim by any person who is, in relation to the **work**:

- (a) a **developer**; or
- (b) a holder of a contractor licence (as defined in the **Act**) who carried out **residential building work**; or
- (c) a person who does **residential building work** other than under a contract (including an **owner-builder**).

3.5 The **policy** does not cover a claim by any person who is a company or a body corporate that is a related company, a related body corporate or a related party (within the meaning of s.50 or s.228 of the *Corporations Act 2001* (Cth)) to any of the persons at paragraphs 3.3 or 3.4 above that are a corporate person.

3.6 The **policy** does not cover a claim by any person who is a mortgagee in possession of the lot, dwelling or land on which the **work** is done or to be done.

3.7 Paragraphs 3.3, 3.4, 3.5 and 3.6 apply notwithstanding if that person is named as a beneficiary under the **policy**.

4. Claims conditions

4.1 Making a claim

- (a) The **policy** provides cover in respect of loss giving rise to a claim only if **you** make a claim in respect of the loss during the **period of insurance**.

- (b) Except in the case of claims arising from non-completion of **work**, **you** may make a claim in respect of a loss that becomes apparent in the last six months of the **period of insurance** within six months after the loss becomes apparent.
- (c) If the **insolvency**, death or **disappearance** of the builder does not occur until after the expiry of the **period of insurance** (or occurs during the last six months of the **period of insurance**), **you** may make a claim after the period of insurance in respect of a loss which becomes apparent during the **period of insurance**, provided that:
 - (i) **you** notify **us** of the loss during the **period of insurance** (or, if the loss becomes apparent within the last six months of the **period of insurance**, within six months after the loss became apparent), with the notification setting out such information as may be reasonably necessary to put **us** on notice as to the nature and circumstances of the loss;
 - (ii) any notification which **you** give under paragraph 4.1(c)(i) must be in writing and in such form as may be prescribed by the **Regulation** from time to time; and
 - (iii) since the loss became apparent, **you** have diligently pursued the enforcement of the **statutory warranty** concerned in respect of the loss.

4.2 Diligent Pursuit of enforcement of statutory warranty

Under clause 4.1(c)(iii), **we** will take the following factors into account in determining whether **you** have diligently pursued the enforcement of the **statutory warranty** concerned in respect of the loss:

- (a) whether or not **you** fulfilled the duties imposed on **you** by section 18BA of the **Act**;
- (b) except in the case where the breach arises because of the insolvency, death or disappearance of the **builder**,— whether or not **you** have taken all the steps that were necessary and reasonable in the circumstances to notify the relevant dispute in accordance with Part 3A of the **Act**;
- (c) whether or not **you** have fulfilled any duties imposed on you by section 48D (4) or (6) of the Act in relation to the investigation of the dispute;
- (d) whether or not **you** have complied with the requirements of any rectification order made in relation to the dispute, as required by section 48E (3) of the **Act**;
- (e) whether or not you have taken all the steps that were necessary and reasonable in the circumstances to commence and advance proceedings in a court or tribunal in relation to the relevant breach of **statutory warranty**; and
- (f) whether or not **you** have taken all the steps that were reasonable or necessary to enforce any judgment or order obtained in relation to the dispute.

4.3 Awareness of facts and circumstances giving rise to a claim:

- (a) **We** may not reduce our liability under the **policy** or reduce any amount otherwise payable in respect of a claim, merely because of a delay by **you** in notifying **us** of the claim, if the claim is notified to **us**:
 - (i) unless paragraph 4.3(a)(ii) applies, within six months after **you** first become aware (or ought to reasonably become aware), of the fact or circumstance under which the claim arises; or
 - (ii) if the claim is for loss or damage resulting from non-completion of **work**, within 12 months after the later of:

- ii. the date provided in the **contract** for commencement of **work**; or
- iii. the date on which **work** ceased,

but **we** may reduce **our** liability under the **policy** or reduce any amount otherwise payable in respect of a claim notified outside of these periods.

- (b) If **you** notify **us** of a loss, **you** are taken for the purposes of this clause to have given notice of every loss that was caused by the same defect as caused the loss of which **you** notified **us**, whether or not a claim in respect of the notified loss has been settled.

4.4 Certificate of insurance:

- (a) If **we** have provided to **you** or another person a certificate of insurance evidencing insurance for the **work**, or if **we** have otherwise accepted cover, **we** are not entitled to refuse to pay a claim in respect of the **work** or to cancel the **policy** solely because the premium was not paid.
- (b) If **we** have provided to **you** or another person a certificate of insurance evidencing insurance for the **work**, or if **we** have otherwise accepted cover, **we** are not entitled to refuse to pay a claim in respect of **work** done after the **contract** has commenced or to cancel the **policy** solely because the **contract** was entered into before the **period of insurance** commenced.

5. General conditions

5.1 Non-disclosure or misrepresentation

- (a) **We** are not entitled to either refuse to pay a claim under the **policy** or to cancel the **policy** on the ground that the **policy** was obtained by misrepresentation or non-disclosure by the **builder**.
- (b) When **you** provide information to **us**, including when **you** answer **our** questions, **you** must be honest and ensure that the information that **you** provide to **us** is accurate and complete.

5.2 Recovery

- (a) If **we** pay a claim, **we** are entitled to be subrogated to **your** rights against any person in relation to the claim to the extent of the amount paid by **us**. **You** must provide **us** with reasonable assistance to recover damages or contribution from any other person.
- (b) **You** must not limit or exclude **your** rights against a person from whom **you** might otherwise be able to recover in respect of loss or damage. If **you** do, **we** may reduce **our** liability to **you** to the extent that **we** cannot recover from that other person as a result of the limitation or exclusion by **you**.

5.3 Other conditions

- (a) Without limiting **your** obligations under subclause 4.1, if **you** suffer loss or damage arising from a breach of a **statutory warranty** in respect of the **work**, **you** must act to enforce the **statutory warranty** and if **you** fail to take sufficient action **we** may reduce **our** liability by an amount that fairly represents the extent to which **our** interests have been prejudiced.
- (b) **You** must give **us** any assistance, information or documents which **we** request. This includes giving **us** and **our** nominated builder reasonable access to inspect, rectify or complete the **work** unless **you** have reasonable grounds to refuse access.
- (c) Subject to the terms of the **policy** and in accordance with the **Act** and **Regulation**, **we** are taken to have accepted liability for a claim if written notice of **our** decision in relation to the claim is not given

- (i) 90 days of the lodging of the claim with **us**, or
 - (ii) such further time as may be agreed between **you** and **us**.
- (d) For the purposes of paragraph (c) a claim is deemed to be lodged with **us** on the date on which we receive the following from **you**:
- (i) **Your** name, address and contact details and of each owner of the property the subject of the claim;
 - (ii) The address of the property the subject of the claim;
 - (iii) The certificate number or other identifier of the **policy** that is the subject of the claim, or a copy of the certificate for the cover that is the subject of the claim;
 - (iv) whether **you** believe that the **builder** has died, disappeared, become insolvent or any other event which allows a claim to be lodged and details of the source of that belief, including all relevant documents obtained by **you**;
 - (v) if **you** became the owner of the property after completion of the **work** performed by the **builder**, evidence of the transfer of title of the property to **you**;
 - (vi) where **you** contracted directly with the **builder**, evidence of the contract and information about the work performed;
 - (vii) a description of all defective or incomplete **work** alleged by **you** together with the date on which it was first observed by you to be defective or incomplete; and
 - (viii) details of any prior complaints made or action taken by **you** in relation to the defective or incomplete **work**.
- (e) Deemed acceptance under this clause does not:
- (i) Apply to an insurance claim that relates to a loss that is not covered, not required by Part 6 of the **Act** to be covered by the **policy**, or is able to be excluded under the **policy**;
 - (ii) Operate to give rise to liability on **our** part for a loss or damage that is not covered, required to be covered or is able to be excluded under the **policy**; or
 - (iii) Operate otherwise to give rise to a right, entitlement or cover under the **policy** other than as provided under the **policy**.
- (f) The **policy** is subject to the laws of New South Wales.

6. Residential flat building work

- (a) This clause applies to the following **work** in relation to an existing single **residential flat building** where the **contract price** (inclusive of GST) exceeds \$20,000:
- (i) **work** on the **common property** of the existing single **residential flat building** (where the building comprises strata, community scheme or company title home units); and
 - (ii) **work** on an existing single **residential flat building** if the whole building is owned by the same person.
- (b) If the amount obtained by dividing the **contract price** by the number of **dwelling**s in the building does not exceed \$20,000, the **policy** will not cover **you** for more than \$340,000 (or such other amount as may be prescribed by the **Act** and the **Regulation** at the time the **policy** is entered into) in the aggregate for all claims made.

- (c) If the amount obtained by dividing the **contract price** by the number of **dwelling**s in the building exceeds \$20,000, the **policy** will not cover **you** for more than \$340,000 (or such other amount as may be prescribed by the **Act** and the **Regulation** at the time the **policy** is entered into) in the aggregate for all claims made in respect of each **dwelling** in the building.
- (d) In this clause:
- (i) 'dwelling', in relation to a strata, community scheme or company title home unit, includes any garage or storage area that is included in the same title as the unit.
 - (ii) 'residential flat building' means any building containing two or more **dwelling**s.

7. Terms with special meanings

In the **policy** the words in bold have the meaning indicated below.

Act means the *Home Building Act 1989* (NSW) as amended from time to time.

Act of terrorism means an act that, having regard to the nature of the act, and the context in which the act was done, it is reasonable to characterise as an act of terrorism.

Builder means the builder described in the **insurance application**.

Building claim means a claim for:

- (a) the payment of a specified sum of money;
- (b) the supply of specified services;
- (c) relief from payment of a specified sum of money;
- (d) the delivery, return or replacement of specified goods or goods of a specified description; or
- (e) a combination of two or more of the remedies referred to in paragraphs (a) to (d),

that arises from a supply of building goods or services whether under a **contract** or not, or that arises under a contract that is collateral to a contract for the supply of building goods or services, and includes a claim for the payment of an unspecified sum of money that arises from a supply of building goods or services as defined in section 48A of the **Act**. It does not include a claim that the **Regulation** declares not to be a building claim.

Building claim order means an order of a court or the New South Wales Civil and Administrative Tribunal in respect of a **building claim**.

Common property means:

- (a) common property within the meaning of the *Strata Schemes Development Act 2015* (NSW), or
- (b) association property within the meaning of the *Community Land Development Act 1989* (NSW).

Contract means a contract between **you** and the **builder** pursuant to which the **work** is done or is to be done.

Contract price has the same meaning as it does under the **Act**.

Developer has the same meaning as it does under the **Act**.

Disappearance means disappearance from Australia and includes a reference to the fact that, after due search and inquiry, the **builder** cannot be found in Australia.

Dwelling means the dwelling(s) (as defined under the **Act**) described in the **insurance application**.

Insolvency means:

- (a) in relation to an individual, that the individual is insolvent under administration (within the meaning of the *Insolvency Act 2006* (NSW)), or

- (b) in relation to a corporation, that the corporation is an externally-administered body corporate within the meaning of the **Act**; or
- (c) in relation to a partnership, the insolvency of any of the partners.

For the purposes of the application of the **policy** to any loss that is the subject of a **building claim order** made against the **builder** that remains unsatisfied, **insolvency** includes the suspension of the **builder's** licence under section 42A of the **Act**.

Insurance application means the application form completed by **you** or the **builder** applying for this insurance.

Major defect means

- (a) a defect in a **major element** of a building that is attributable to defective design, defective or faulty workmanship, defective materials, or a failure to comply with the structural performance requirements of the **National Construction Code** (or any combination of these) and that causes or is likely to cause:
 - (i) the inability to inhabit or use the building (or part of the building) for its intended purpose;
 - (ii) the destruction of the building or any part of the building; or
 - (iii) a threat of collapse of the building or any part of the building;
- (b) a defect of a kind that is prescribed by the **Regulation** as a major defect;
- (c) the use of a building product (within the meaning of the *Building Products (Safety) Act 2017* (**BPSA**)) in contravention of the **BPSA**; or
- (d) if the external cladding of a building causes or is likely to cause a threat to the safety of any occupants of the building if a fire occurs in the building, the use of that external cladding by the **builder** in the **works**.

For the purposes of this definition of **major defect**, "**major element**" of a building means:

- (a) any internal or external load-bearing component of a building that is essential to the stability of the building or any part of it, (including but not limited to foundations and footings, walls, roofs, columns and beams); or
- (b) a fire safety system; or
- (c) waterproofing; or
- (d) any other element that is prescribed by the **Regulation** as a major element of a building.

National Construction Code means the National Construction Code produced and maintained by the Australian Building Codes Board, as in force from time to time.

Occupation certificate means an occupation certificate under the *Environmental Planning and Assessment Act 1979*.

Owner-builder means a person who does **owner-builder work** (as defined by section 29 of the **Act**) and who is issued an **owner-builder permit** for that work, or was required to obtain an **owner-builder permit** for that work.

Owner-builder permit has the same meaning as it does under the **Act**.

Period of insurance means the period of cover specified in clause 2.

Policy means this policy wording, any endorsements and the certificate of insurance.

Practical completion of the **work** occurs when the work is completed except for any omissions or defects that do not prevent the work from being reasonably capable of being used for its intended purpose. Unless an earlier date for **practical completion** can be established, it is presumed that **practical completion** occurs on the earliest of whichever of the following dates can be established for the **work**:

- (a) the date on which the **builder** handed over possession of the **work** to **you**;
- (b) the date on which the **builder** last attended the site to carry out **work** (other than **work** to remedy any defect that does not affect practical completion); or
- (c) the date of issue of an **occupation certificate** that authorises commencement of the use or occupation of the **work**.

Regulation means the *Home Building Regulation 2014* (NSW), as amended from time to time.

Residential building work has the same meaning as it does under the **Act**.

Residential flat building work means **work** the subject of Clause 6 of this **policy**.

Statutory warranty means any of the following warranties:

- (a) that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract;
- (b) that all materials supplied will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new;
- (c) that the work will be done in accordance with, and will comply with, the **Act** and any other law;
- (d) that the work will be done with due diligence and within the time stipulated in the contract or, if no time is stipulated, within a reasonable time;
- (e) that, if the work consists of the construction of a dwelling, the making of alterations or additions to a dwelling or the repairing, renovation, decoration or protective treatment of a **dwelling**, the work will result, to the extent of the work conducted, in a **dwelling** that is reasonably fit for occupation as a dwelling; and
- (f) that the work and any materials used in doing the work will be reasonably fit for the specified purpose or result, if you expressly made known to the builder (or another person with express or apparent authority to enter into or vary contractual arrangements on behalf of the builder), the particular purpose for which the work was required or the result that you desired the work to achieve, so as to show that you relied on the builder's skill and judgment.

Strata scheme means a freehold strata scheme or a leasehold strata scheme as defined by, and within the meaning of, the *Strata Schemes Management Act 1996* (NSW).

We, our or us means the NSW Self Insurance Corporation incorporated under the *NSW Self Insurance Corporation Act 2004* (NSW).

Work means the **residential building work** which is done or is to be done by the **builder** to the **dwelling** under the **contract**.

You or your means the person on whose behalf the **work** is done or is to be done including any owner of the land at the time the **contract** is entered into, on which **residential building work** is done, and any successor in title to that person.

RESIDENTIAL TENANCY AGREEMENT

RESIDENTIAL TENANCIES REGULATION 2019

IMPORTANT INFORMATION

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

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

This agreement is made on / / at Between

Landlord

[Insert name and telephone number or other contact details of landlord(s). If the landlord does not ordinarily reside in New South Wales, specify the State, Territory or, if not in Australia, country in which the landlord ordinarily resides]

Landlord 1 Name: _____ A.B.N. (if applicable): _____

Landlord telephone number or other contact details: _____

If not in NSW, the State, Territory or country (if not Australia) the landlord ordinarily resides in: _____

Note. These details must be provided for landlord(s), whether or not there is a landlord's agent.

[Insert name and telephone number or other contact details of landlord(s). If the landlord does not ordinarily reside in New South Wales, specify the State, Territory or, if not in Australia, country in which the landlord ordinarily resides]

Landlord 2 Name: _____ A.B.N. (if applicable): _____

Landlord telephone number or other contact details: _____

If not in NSW, the State, Territory or country (if not Australia) the landlord ordinarily resides in: _____

Note. These details must be provided for landlord(s), whether or not there is a landlord's agent.

[Insert business address or residential address of landlord(s)]

c/- Valley Estate Agents Pty Ltd, 26 Elgin Street, Maitland, NSW, 2320

2565

Note. These details must be provided for landlord(s) if there is no landlord's agent.

[Insert corporation name and business address of landlord(s) if landlord(s) is a corporation]

Tenant *[Insert name of tenant(s) and contact details]*

Tenant 1 Name _____
Phone _____ Email _____

Tenant 2 Name _____
Phone _____ Email _____

Tenant 3 Name _____
Phone _____ Email _____

Tenant 4 Name _____
Phone _____ Email _____

Property Address: 33 Moran Parkway

North Rothbury NSW 2335

RESIDENTIAL TENANCY AGREEMENT

Landlord's agent details *[Insert name of landlord's agent (if any) and contact details]*

Licensee	Valley Estate Agents Pty Ltd			
Trading as	Valley Estate Agents	A.B.N.	21 617 460 894	
Address	26 Elgin Street			
	MAITLAND, NSW	Postcode	2320	
Phone	4934 1901	Fax		
	Mobile	4934 1901	Email	valleyestateagents@email.propertyme.com

Tenant's agent details *[Insert name of tenant's agent (if any) and contact details]*

Name /s				A.B.N.	
Address					
				Postcode	
Phone	Fax	Mobile	Email		

Term of agreement

The term of this agreement is:

- 6 months
- 12 months
- 2 years
- 3 years
- 5 years
- Other (please specify):
- Periodic (no end date)

starting on 8 / 1 / 2026 and ending on 6 / 1 / 2027 *[Cross out if not applicable]*

Note. For a residential tenancy agreement having a fixed term of more than 3 years, the agreement must be annexed to the form approved by the Registrar-General for registration under the *Real Property Act 1900*.

Residential Premises

The residential premises are *[Insert address]*

Address	33 Moran Parkway		
Suburb	North Rothbury	State	NSW
		Postcode	2335

The residential premises include: *[Include any inclusions, for example, a parking space or furniture provided. Attach additional pages if necessary.]*

Double garage

The residential premises **do not include:** *[List anything such as a parking space, garage or storeroom which do not form part of the residential premises]*

--

Property Address: 33 Moran Parkway		
North Rothbury	NSW	2335

RESIDENTIAL TENANCY AGREEMENT

Rent

Rent is \$ 685.00

Rent must be paid per week fortnight other (insert description of payment frequency)

Day rent must be paid: Thursday

Date first rent payment is due: 8 / 1 / 2026

Note: The landlord, or landlord's agent, must not require a tenant to pay more than 2 weeks rent in advance under this agreement.

Rent must be paid by:

approved electronic bank transfer (such as direct debit, bank transfer or BPAY)

Centrepay

other:

Note. The landlord, or landlord's agent, must offer the tenant the ability to pay rent by an approved electronic bank transfer method. The electronic bank transfer method must be free of charge to the tenant, other than charges ordinarily imposed by the tenant's bank. From a date notified in the Gazette by the Minister for Better Regulation and Fair Trading, the landlord, or landlord's agent, must also offer the tenant the ability to pay rent by Centrepay.

The landlord and the tenant may agree on a different payment method. The landlord must not require the tenant to use a specific service provider to pay rent.

Details of payment method:

(a) into the following account, Valley Estate Agents Pty Ltd Rent Trust - Macquarie Bank or any other account nominated by the landlord:

BSB number: 182 222 Account number: 3038 41852

Account name: Valley Estate Agents Pty Ltd Rent Trust

Payment reference: 330004485, or

(b) by BPAY® in accordance with the biller code and reference number below or as otherwise provided to the tenant for that purpose:

BPAY® Biller Code: Reference Number:

(c) as follows:

Note. The landlord or landlord's agent must not charge a fee, or pass on a cost incurred by the landlord or landlord's agent, for the payment of rent by an approved electronic bank transfer method or by Centrepay.

Rental bond [*Cross out if there is not going to be a bond*]

A rental bond of must be paid by the tenant on signing this agreement.

The amount of the rental bond must not be more than 4 weeks rent.

The tenant provided the rental bond amount to:

the landlord or another person, or

the landlord's agent, or

NSW Fair Trading through Rental Bonds Online.

Note. All rental bonds must be lodged with NSW Fair Trading. If the bond is paid to the landlord or another person, it must be deposited within 10 working days after it is paid using the Fair Trading approved form. If the bond is paid to the landlord's agent, it must be deposited within 10 working days after the end of the month in which it is paid.

IMPORTANT INFORMATION

Maximum number of occupants

No more than Two (2) persons may ordinarily live in the premises at any one time.

Urgent repairs

Nominated tradespeople for urgent repairs:

Electrical repairs: KGB Electrical Telephone: 0432 782 844

Plumbing repairs: Hunter Valley Plumbing Telephone: 0401 140 555

Other repairs: Valley Estate Agents After Hours (FIRST OPTION) Telephone: 0418 798 694

Property Address: 33 Moran Parkway

North Rothbury

NSW

2335

RESIDENTIAL TENANCY AGREEMENT

Water usage

Will the tenant be required to pay separately for water usage? Yes No If yes, see clauses 12 and 13.

Utilities

Is electricity supplied to the premises from an embedded network?

Yes No

Is gas supplied to the premises from an embedded network?

Yes No

For more information on consumer rights if electricity or gas is supplied from an embedded network contact NSW Fair Trading.

Smoke alarms

Indicate whether the smoke alarms installed in the residential premises are hardwired or battery operated:

Hardwired smoke alarm

Battery operated smoke alarm

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace?

Yes No

If yes, specify the type of battery that needs to be used if the battery in the smoke alarm needs to be replaced:

If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace?

Yes No

If yes, specify the type of back-up battery that needs to be used if the back-up battery in the smoke alarm needs to be replaced:

If the *Strata Schemes Management Act 2015* applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises?

Yes No

Strata by-laws

Are there any strata or community scheme by-laws applicable to the residential premises? Yes No If yes, see clauses 38 and 39.

Giving notices and other documents electronically [optional] [Cross out if not applicable]

Indicate below for each person whether the person provides express consent to any notice and any other document under section 223 of the *Residential Tenancies Act 2010* being given or served on them by email. The *Electronic Transactions Act 2000* applies to notices and other documents you send or receive electronically.

[You should only consent to electronic service if you check your emails regularly. If there is more than one tenant on the agreement, all tenants should agree on a single email address for electronic service. This will help ensure co-tenants receive notices and other documents at the same time.]

Landlord

Does the landlord give express consent to the electronic service of notices and documents? Yes No If yes, see clause 50.

[Specify email address to be used for the purpose of serving notices and documents.]

Tenant

Does the tenant give express consent to the electronic service of notices and documents? Yes No If yes, see clause 50.

[Specify email address to be used for the purpose of serving notices and documents.]

Condition report

A condition report relating to the condition of the premises must be completed by or on behalf of the landlord before or when this agreement is given to the tenant for signing.

Tenancy laws

The *Residential Tenancies Act 2010* and the *Residential Tenancies Regulation 2019* apply to this agreement. Both the landlord and the tenant must comply with these laws.

Property Address: 33 Moran Parkway

North Rothbury

NSW

2335

RESIDENTIAL TENANCY AGREEMENT

RIGHT TO OCCUPY THE PREMISES

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

COPY OF AGREEMENT

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

RENT

3. **The tenant agrees:**
 - 3.1 to pay rent on time, and
 - 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
 - 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date, and
 - 3.4 that the rent payment method may only be changed by agreement between the landlord and the tenant.
4. **The landlord agrees:**
 - 4.1 to not require the tenant to pay more than 2 weeks rent in advance or to pay rent for a payment period before the end of the previous payment period, and
 - 4.2 to offer the tenant the option to pay rent by an approved electronic bank transfer method or by Centrepay and, if chosen by the tenant, to enable payment by that method, and
 - 4.3 to not charge fees or pass on costs incurred for the payment of rent by an approved electronic bank transfer method or by Centrepay, and
 - 4.4 that the rent payment method may only be changed by agreement between the landlord and the tenant, and the landlord will not refuse if the tenant requests to change to an approved electronic bank transfer method or to Centrepay, and
 - 4.5 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
 - 4.6 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
 - 4.7 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
 - 4.8 if rent is paid by cheque – to make a rent receipt available for collection by the tenant, to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind, and
 - 4.9 if rent is not paid by cheque and is paid in person - to give a rent receipt to the tenant, and
 - 4.10 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant, unless the landlord has previously provided a statement for the same period.

Note. The requirements relating to Centrepay do not apply to a residential tenancy agreement until a date notified in the Gazette by the Minister for Better Regulation and Fair Trading.

RENT INCREASES

5. **The landlord and the tenant agree** that the rent cannot be increased unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.
6. **The landlord and the tenant agree** that the rent may not be increased more than once in any period of 12 months.

Note: The period of 12 months includes the time during which a previous residential tenancy agreement was in force if:

 - (a) this agreement is a renewal or replacement of the previous agreement, and
 - (b) the landlord and at least one tenant are the same for both agreements, and
 - (c) under the previous agreement, the tenant occupied the residential premises immediately before the start of this agreement.
7. **The landlord and the tenant agree:**
 - 7.1 that the increased rent is payable from the day specified in the notice, and
 - 7.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
 - 7.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the *Residential Tenancies Act 2010* or by the Civil and Administrative Tribunal.

RENT REDUCTIONS

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

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

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

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

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

 - 10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
 - 10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and


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RESIDENTIAL TENANCY AGREEMENT

- 10.6** all charges in connection with a water supply service to residential premises that are not separately metered, and
- 10.7** all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
- 10.8** all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and
- 10.9** the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advanced meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.
- 11. The tenant agrees to pay:**
- 11.1** all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and
- 11.2** all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises, and
- Note.** Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the *Residential Tenancies Regulation 2019*.
- 11.3** all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and
- 11.4** all charges for pumping out a septic system used for the residential premises, and
- 11.5** any excess garbage charges relating to the tenant's use of the residential premises, and
- 11.6** water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the *Residential Tenancies Regulation 2019* and the residential premises:
- 11.6.1** are separately metered, or
- 11.6.2** are not connected to a water supply service and water is delivered by vehicle.
- Note.** *Separately metered* is defined in the *Residential Tenancies Act 2010*.
- 12. The landlord agrees** that the tenant is not required to pay water usage charges unless:
- 12.1** the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
- 12.2** the landlord gives the tenant at least 21 days to pay the charges, and
- 12.3** the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
- 12.4** the residential premises have the following water efficiency measures:
- 12.4.1** all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres a minute,
- 12.4.2** all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,
- 12.4.3** all showerheads have a maximum flow rate of 9 litres a minute,
- 12.4.4** at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.
- 13. The landlord agrees** to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.
- POSSESSION OF THE PREMISES**
- 14. The landlord agrees:**
- 14.1** to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
- 14.2** to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.
- TENANT'S RIGHT TO QUIET ENJOYMENT**
- 15. The landlord agrees:**
- 15.1** that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and
- 15.2** that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and
- 15.3** that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.
- USE OF THE PREMISES BY TENANT**
- 16. The tenant agrees:**
- 16.1** not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 16.2** not to cause or permit a nuisance, and
- 16.3** not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
- 16.4** not to intentionally or negligently cause or permit any damage to the residential premises, and
- 16.5** not to cause or permit more people to reside in the residential premises than is permitted by this agreement.
- 17. The tenant agrees:**
- 17.1** to keep the residential premises reasonably clean, and
- 17.2** to notify the landlord as soon as practicable of any damage to the residential premises, and
- 17.3** that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and
- 17.4** that it is the tenant's responsibility to replace light globes on the residential premises.

RESIDENTIAL TENANCY AGREEMENT

18. The tenant agrees, when this agreement ends and before giving vacant possession of the premises to the landlord:

- 18.1** to remove all the tenant's goods from the residential premises, and
- 18.2** to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 18.3** to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
- 18.4** to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and
- 18.5** to make sure that all light fittings on the premises have working globes, and
- 18.6** to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

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

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

19. The landlord agrees:

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

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

- (a) are in a reasonable state of repair, and
 - (b) with respect to the floors, ceilings, walls and supporting structures—are not subject to significant dampness, and
 - (c) with respect to the roof, ceilings and windows—do not allow water penetration into the premises, and
 - (d) are not liable to collapse because they are rotted or otherwise defective.
- 19.2** to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and

- 19.3** to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
- 19.4** not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and
- 19.5** not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and
- 19.6** to comply with all statutory obligations relating to the health or safety of the residential premises, and
- 19.7** that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

URGENT REPAIRS

20. The landlord agrees to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:

- 20.1** the damage was not caused as a result of a breach of this agreement by the tenant, and
- 20.2** the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 20.3** the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 20.4** the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 20.5** the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 20.6** the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

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

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


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RESIDENTIAL TENANCY AGREEMENT
SALE OF THE PREMISES
21. The landlord agrees:

- 21.1** to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
- 21.2** to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

22. The tenant agrees not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.

23. The landlord and the tenant agree:

- 23.1** that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and
- 23.2** that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

LANDLORD'S ACCESS TO THE PREMISES
24. The landlord agrees that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:

- 24.1** in an emergency (including entry for the purpose of carrying out urgent repairs),
- 24.2** if the Civil and Administrative Tribunal so orders,
- 24.3** if there is good reason for the landlord to believe the premises are abandoned,
- 24.4** if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
- 24.5** to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 24.6** to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
- 24.7** to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 24.8** to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 24.9** to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 24.10** to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),
- 24.11** if the tenant agrees.

25. The landlord agrees that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:

- 25.1** must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and

25.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and

25.3 must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and

25.4 must, if practicable, notify the tenant of the proposed day and time of entry.

26. The landlord agrees that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.

27. The tenant agrees to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

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

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

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

FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES
30. The tenant agrees:

- 30.1** not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 30.2** that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the *Residential Tenancies Regulation 2019* may only be carried out by a person appropriately qualified to carry out those alterations unless the landlord gives consent, and
- 30.3** to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
- 30.4** not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
- 30.5** to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 30.6** to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

31. The landlord agrees not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

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

RESIDENTIAL TENANCY AGREEMENT

LOCKS AND SECURITY DEVICES

32. The landlord agrees:

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

33. The tenant agrees:

- 33.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and
- 33.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

- 34. A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

35. The landlord and the tenant agree that:

- 35.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 35.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and
- 35.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 35.4 without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

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

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

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

37. The landlord agrees:

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

COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Cross out if not applicable]

- ~~38. The landlord agrees to give to the tenant, before the tenant enters into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the Strata Schemes Management Act 2015.~~
- ~~39. The landlord agrees to give to the tenant, within 7 days of entering into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the Strata Schemes Development Act 2015, the Community Land Development Act 1989 or the Community Land Management Act 1989.~~

MITIGATION OF LOSS

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

RENTAL BOND

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

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

SMOKE ALARMS

42. The landlord agrees to:

- 42.1 ensure that smoke alarms are installed in accordance with the *Environmental Planning and Assessment Act 1979* if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and
- 42.2 conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and
- 42.3 install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and

RESIDENTIAL TENANCY AGREEMENT

- 42.4** install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
- 42.5** engage an authorised electrician to repair or replace a hardwired smoke alarm, and
- 42.6** repair or replace a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and
- 42.7** reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the *Residential Tenancies Regulation 2019*, that the tenant is allowed to carry out.

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

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

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

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

43. The tenant agrees:

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

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

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

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

SWIMMING POOLS

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

~~**45. The landlord agrees to ensure that the requirements of the Swimming Pools Act 1992 have been complied with in respect of the swimming pool on the residential premises.**~~

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

~~**46. The landlord agrees to ensure that at the time that this residential tenancy agreement is entered into:**~~

~~**46.1** the swimming pool on the residential premises is registered under the *Swimming Pools Act 1992* and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and~~

~~**46.2** a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.~~

Note. A swimming pool certificate of compliance is valid for 3 years from its date of issue.

LOOSE-FILL ASBESTOS INSULATION

47. The landlord agrees:

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

COMBUSTIBLE CLADDING

48. The landlord agrees that if, during the tenancy, the landlord becomes aware of any of the following facts, the landlord will advise the tenant in writing within 14 days of becoming aware of the fact:

- 48.1** that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,
- 48.2** that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,
- 48.3** that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

SIGNIFICANT HEALTH OR SAFETY RISKS

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

ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

50. The landlord and the tenant agree:

- 50.1** to only serve any notices and any other documents, authorised or required by the *Residential Tenancies Act 2010* or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and
- 50.2** to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and
- 50.3** that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and
- 50.4** if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

RESIDENTIAL TENANCY AGREEMENT

BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

51. **The tenant agrees** that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years:

- 51.1 4 weeks rent if less than 25% of the fixed term has expired,
- 51.2 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,
- 51.3 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,
- 51.4 1 week's rent if 75% or more of the fixed term has expired.

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

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

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

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

LANDLORD'S CONSENT FOR PETS

53. **The landlord and the tenant agree:**

53.1 the tenant may keep an animal at the residential premises with the landlord's consent, and

Note: The tenant does not need the landlord's consent to keep an assistance animal at the residential premises.

53.2 an application for consent to keep an animal at the premises must be made jointly by all co-tenants using the Fair Trading approved form and the landlord must respond in writing to the application using that form, and

53.3 the landlord may give consent to keep an animal at the premises subject to reasonable conditions, which are taken to be the terms of this agreement.

54. **The landlord agrees:**

54.1 to respond to an application from the tenant for consent to keep an animal at the residential premises within 21 days, specifying either that consent is given and any reasonable conditions of the consent or that consent is refused and the grounds for refusing, and

54.2 if the landlord does not give a response under clause 54.1 to an application for consent to keep an animal, the landlord consents to the tenant keeping the animal at the premises without conditions, and

54.3 to not refuse to consent to an animal being kept at the premises except on a ground set out in the *Residential Tenancies Act 2010*, section 73F, and

54.4 to not impose an unreasonable condition on a consent to keep an animal at the premises, and

Note: The *Residential Tenancies Act 2010*, section 73E sets out what are reasonable and unreasonable conditions of a consent to keep an animal at the residential premises.

54.5 if the landlord consents to the tenant keeping an animal at the premises, the consent continues while the tenant resides at the premises for the lifetime of the animal.

TERMINATION

55. **The landlord and the tenant agree** to only end this agreement in accordance with the *Residential Tenancies Act 2010* and the *Residential Tenancies Regulation 2019*.

ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

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

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

ADDITIONAL TERMS - PETS

[Cross out these clauses if not applicable: Clauses 57-60 must only be included in this agreement if the clauses are reasonable conditions for keeping the animal at the residential premises.]

56. **The landlord agrees** the tenant may keep the following animal at the residential premises [insert description of animal]:

Approval for Dog (American Bulldog X Great dane) x 1

57. [If the animal will be kept inside at the premises, and this clause is reasonable for the type of animal and the premises]

The tenant agrees to have the carpets professionally cleaned, or to pay the cost of having the carpet professionally cleaned, at the end of the tenancy if cleaning is required because the animal has been kept inside at the premises during the tenancy.

58. [If the animal is a mammal and will be kept inside the premises]

The tenant agrees to have the premises professionally fumigated, or to pay the cost of having the premises professionally fumigated, at the end of the tenancy if required because the animal has been kept inside at the premises during the tenancy.

59. [If the animal is a type of animal that is not normally kept inside]

The tenant agrees to take reasonable steps to prevent the animal inside at the premises.

60. **The tenant agrees**

60.1 to supervise the animal and keep the animal within the boundaries of the premises, and

60.2 to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and

60.3 to ensure that the animal is registered and micro-chipped if required under law, and

60.4 to comply with any council requirements, and

60.5 not to inter the remains of any animals on any part of the residential premises.

Note: Clauses 60.1 to 60.5 must only be included in this agreement if the clauses are reasonable conditions for keeping the animal at the residential premises. You should carefully consider whether they are reasonable in the circumstances as an unreasonable condition is void and has no effect in accordance with the *Residential Tenancies Act 2010* (NSW).

61. The tenant must not keep an animal at the premises unless:

61.1 the tenant has obtained the landlord's consent, whether under this agreement or under the *Residential Tenancies Act 2010* (NSW) to keep the animal at the premises; or

61.2 the *Residential Tenancies Act 2010* (NSW) or a term of this agreement permits the tenant to keep that animal at the premises without any requirement to obtain the landlord's consent.

RESIDENTIAL TENANCY AGREEMENT

ADDITIONAL TERM - MATERIAL FACTS

[Cross out this clause if not applicable]

~~62. The landlord advises the tenant of the existence of the following material fact(s) (as prescribed by the Residential Tenancies Regulation 2010 (NSW)) in relation to the premises:~~

ADDITIONAL TERM - AGREEMENT TO USE PREVIOUS CONDITION REPORT

63. The landlord and tenant:

63.1 **agree** that the condition report included in a residential tenancy agreement entered into by the tenant and dated 08 / 01 / 2026 (insert a date if the landlord and tenant agree to this clause) forms part of this agreement,

63.2 **acknowledge** that the tenant's responses in that condition report form part of this agreement, and

63.3 **agree** that two physical copies of that condition report, or one electronic copy, have been given to the tenant on or before the date of this agreement.

ADDITIONAL TERM - TENANT'S CARE AND USE OF THE RESIDENTIAL PREMISES

64. Further to clauses 16 and 17 and subject to any applicable by-law, the tenant agrees:

64.1 to use the residential premises for residential purposes only;

64.2 not to use the premises for the purpose of a trade, profession or business;

64.3 not to use, advertise for use, sub-let, licence, transfer or otherwise part with possession of the whole or any part of the residential premises for the purpose of giving a person the right to occupy the residential premises for the purpose of a holiday, without the prior written consent of the landlord where such consent may be refused in the landlord's absolute discretion;

64.4 to clean the residential premises regularly with special attention to the kitchen, bathroom and appliances;

64.5 to put nothing down any sink, toilet or drain likely to cause obstruction or damage;

64.6 to wrap up and place garbage in a suitable container;

64.7 to regularly mow the lawns and keep the grounds and garden tidy and free of weeds and rubbish and maintain them in their condition, fair wear and tear excepted, as at the commencement of this agreement;

64.8 to take special care of the items let with the residential premises including any furniture, furnishings and appliances;

64.9 to do no decorating that involves painting, marking or defacing the residential premises or fixing posters without the prior written consent of the landlord or an order of the Civil and Administrative Tribunal;

64.10 to ensure that nothing is done that may prejudice any insurance policy or increase the premium payable under any insurance policy held by the landlord in relation to the residential premises and to ensure that nothing is done on the residential premises which may expose the owner to any claims or liability or which might give rise to an insurance claim;

64.11 to notify the landlord promptly of any infectious disease or the presence of rats, cockroaches, fleas or other pests;

64.12 to ventilate, in an adequate and timely manner and, if applicable, without any alteration or addition to the common property, all rooms and areas in the residential premises and to prevent the growth of mould;

64.13 not to remove, alter or damage any water efficiency measure installed in the residential premises;

64.14 not to store rubbish, unregistered vehicles, any inflammable, dangerous or hazardous chemical, liquid or gas (with the exception of petrol or gas stored in the fuel tank of any registered motor vehicle) or other inflammable, dangerous or hazardous material on the residential premises, and storage of any items on the residential premises is at the tenant's own risk; and

64.15 to take out and bring in, in accordance with the scheduled garbage collection days, and to keep clean, all bins that are supplied with the residential premises and to pay the cost of repair or replacement of any bins that become damaged, lost or stolen (if not repaired or replaced at the cost of the relevant authority) whilst the tenant is in occupation of the residential premises.

ADDITIONAL TERM - TELECOMMUNICATIONS SERVICES

65. The tenant agrees:

65.1 to leave, in the same manner of connection or operation, any telephone service installed in the residential premises at the commencement of this agreement;

65.2 the availability of telephone or fax lines, internet services, analogue, digital or cable television (and the adequacy of such services) are the sole responsibility of the tenant and the tenant should make their own enquiries as to the availability and adequacy of such services before executing this agreement. The landlord does not warrant that any telephone or fax plugs, antenna sockets or other such sockets or service points located in the residential premises are serviceable, or will otherwise meet the requirements of the tenant, and tenants must rely upon their own enquiries. The landlord is not obliged to install any antenna, plugs or sockets including but not limited to any digital aerials or antennas or to carry out any upgrades in respect of television or internet reception on the residential premises; and

65.3 not to remove from the premises any nbn connection box installed, any other equipment with the nbn logo or any cables supplied by nbn when vacating the residential premises. These items are the property of nbn, are commonly registered to the specific address of the residential premises, and may not work at another location.

ADDITIONAL TERM - RENT AND RENTAL BOND

66. The tenant agrees:

66.1 to pay the rent on or before the day which the term of this agreement begins; and

66.2 not to apply any rental bond towards payment of the rent without the prior written consent of the landlord.

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

ADDITIONAL TERM - OCCUPANTS

68. The tenant agrees:

68.1 not to part with possession other than in accordance with the provisions of this agreement or the Residential Tenancies Act 2010, and

68.2 to ensure that occupants and other persons who come on to the residential premises with the tenant's consent comply with the conditions of this agreement.

RESIDENTIAL TENANCY AGREEMENT

77. Clause 76.2 does not apply:

- 77.1 to any matter that could not have reasonably been discovered on a reasonable inspection of the residential premises; or
- 77.2 to any statement in the condition report about which the tenant makes a written dissenting comment on the copy of the report completed by the tenant and retained by the landlord.

ADDITIONAL TERM – ADDITIONAL TENANTS AND ADDITIONAL LANDLORDS

78. If an Additional Tenant Annexure is attached to this agreement:

- 78.1 that document forms part of this agreement; and
- 78.2 the tenant under this agreement includes each person named in that document as a tenant.

79. If an Additional Landlord Annexure is attached to this agreement:

- 79.1 that document forms part of this agreement; and
- 79.2 the landlord under this agreement includes each person named in that document as a landlord.

ADDITIONAL TERM – ADDITIONAL TENANT OBLIGATIONS

80. The tenant agrees:

- 80.1 to reimburse the landlord, within 30 days of being requested to do so, for:
- (a) any call out fees payable where the call out has been arranged with the tenant and the tenant has failed to provide access to the residential premises for any reason, preventing the relevant service from taking place;
 - (b) any cost or expense of any kind incurred by the landlord to replace or fix an item, fixture or fitting in or on the residential premises that was required to be replaced or fixed as a result of a fire audit or fire inspection, provided that the item, fixture or fitting needed replacing or fixing due to the activities carried out by the tenant in or on the residential premises (including, without limitation, creating holes in, or attaching hooks to, fire safety doors); and
 - (c) any fine, penalty or costs of any recovery action incurred by the landlord arising out of or in connection with the failure of a body corporate, community association or company to comply with a statutory requirement (including, without limitation, the lodgement of an annual fire safety statement) if that failure was caused or contributed to by the tenant;
- 80.2 to notify the landlord or the landlord's agent immediately if any smoke detector or smoke alarm in the residential premises is not working properly so that the landlord can attend to the landlord's obligation referred to in clause 42 of this agreement; and
- 80.3 to pay any call out fees payable to the fire brigade or other authorities which become payable in the event that a smoke alarm fitted to the residential premises is activated by activities carried out by the tenant on the residential premises, including but not limited to burning food.

ADDITIONAL TERM - TENANCY DATABASES

81. The landlord or the landlord's agent advises and the tenant acknowledges and agrees that the tenant's personal information may be collected, used and disclosed for the purpose of listing the tenant on a tenancy database as permitted by, and in accordance with, the provisions of the *Residential Tenancies Act 2010*.

ADDITIONAL TERM - GARAGE, STORAGE CAGE, OPEN CAR SPACE OR OTHER STORAGE FACILITY

[This clause does not apply if there is no garage, storage cage, open car space or other storage facility on the residential premises]

82. The tenant agrees that if the premises include a garage then the garage is provided for the purpose of parking a motor vehicle and not for the storage of goods or personal belongings.
83. The landlord gives no undertaking as to the security and/or waterproofing of any garage, storage cage, open car space or any other storage facility on the residential premises and accepts no liability for any damage to such garage, storage cage, open car space or other storage facility or to anything stored therein.

ADDITIONAL TERM - DETAILS OF TENANT AND TENANT'S AGENT

84. The tenant agrees to notify the landlord or the landlord's agent, in writing within 14 days, of any changes to the nominated contact details of the tenant or the tenant's agent, including those specified in this agreement.
85. The landlord agrees to provide to the tenant's agent (if appointed) all notices and documents that it gives to the tenant.

ADDITIONAL TERM - TENANT'S REFUSAL OF ACCESS

86. Where the tenant has been provided with the requisite notice pursuant to clause 24.8 and the tenant has refused access to the residential premises preventing prospective tenants from inspecting them, the tenant acknowledges and agrees that the landlord is entitled to claim damages for loss of bargain in the event the landlord is unable to secure a future tenant as a result of the tenant's refusal to allow access to the residential premises.
87. The tenant agrees that the landlord and the landlord's agent are authorised to use the office set of keys to access the residential premises for the purpose of carrying out an inspection pursuant to clause 24.

ADDITIONAL TERM - PRIVACY POLICY

88. The *Privacy Act 1988* (Cth) (the **Act**) allows certain information about the tenant referred to in this agreement to be collected, used and disclosed for the purpose for which it was collected, and otherwise in accordance with the Act. This Privacy Policy does not form part of this agreement and only applies to the extent that the landlord collects, uses and discloses personal information and is required by the Act to comply with the requirements of the Act. If the landlord appoints an agent to act for the landlord, then this Privacy Policy will apply to the landlord's agent's collection, use and disclosure of personal information on behalf of the landlord.
- The landlord may amend, or amend and restate, this Privacy Policy from time to time and may subsequently notify the tenant of any changes to this Privacy Policy by written notification to the tenant. Any change to this Privacy Policy takes effect on the date of that written notification.
- The personal information the tenant provides in connection with this agreement or collected from other sources is necessary for the landlord and (if appointed) the landlord's agent to:
- (a) identify and verify the tenant's identity;
 - (b) process and assess any application received in relation to the lease of the residential premises;
 - (c) assess the tenant's ability to meet their financial and other obligations under this agreement;
 - (d) manage this agreement and the residential premises including (without limitation) the collection of rent and the preparation of required statements of accounts;
 - (e) contact and liaise with goods and services providers as instructed by the tenant and to provide those providers with the tenant's personal information;
 - (f) comply with any applicable law;

RESIDENTIAL TENANCY AGREEMENT

- (g) liaise and exchange information with the tenant and the legal and other advisors of the tenant, landlord and (if appointed) the landlord's agent in relation to or in connection with this agreement;
- (h) negotiate the lease for the residential premises;
- (i) process any payment (including, without limitation, the exchange of personal information with the relevant payment provider, where necessary); and
- (j) comply with any dispute resolution process.

If the personal information is not provided by the tenant, the landlord and (if appointed) the landlord's agent may not be able to carry out the steps described above.

Personal information collected about the tenant may be disclosed by the landlord or (if appointed) the landlord's agent for the purpose for which it was collected, to other parties including to the landlord (if the landlord's agent is appointed), the landlord's mortgagee or head-lessor (in either case, if any), the legal and other advisors of the tenant, landlord and (if appointed) the landlord's agent, referees, valuers, other agents, Courts and

applicable tribunals, third party operators of tenancy and other databases, other third parties instructed by the tenant (including, without limitation, goods and services providers), as required by any applicable law and to any prospective or actual purchaser of the residential premises including to their prospective or actual mortgagee (if any). Personal information held by tenancy databases and relevant agencies may also be requested by and disclosed to the landlord and/or the landlord's agent. The landlord and (if appointed) the landlord's agent will take reasonable precautions to protect the personal information they hold in relation to the tenant from misuse, loss, unauthorised access, modification or disclosure.

Further, if the tenant applies for the lease of the residential premises via any third party letting business, including any online letting businesses, then the tenant will have consented to the disclosure of its personal information by that business to the landlord and (if appointed) the landlord's agent. The tenant consents to the landlord and (if appointed) the landlord's agent receiving personal information from the relevant online letting business for the purposes specified in this Privacy Policy.

If the tenant fails to comply with its obligations under this agreement, then that fact and other relevant personal information collected about the tenant during the term of this agreement may also be disclosed to third party operators of tenancy and other databases, other agents, Courts and relevant tribunals.

The landlord and (if appointed) the landlord's agent may also use the tenant's information including personal information for marketing and research purposes to inform the tenant of products and services provided by the landlord and (if appointed) the landlord's agent, which the landlord and (if appointed) the landlord's agent consider may be of value or interest to the tenant, unless the tenant tells the landlord or (if appointed) the landlord's agent (see opt out option below) or has previously told the landlord or (if appointed) the landlord's agent not to. If the tenant **does not** wish to receive any information about such products and services then please tick this box: or otherwise notify the landlord and/or landlord's agent using the contact details of the landlord and/or landlord's agent (as applicable) set out earlier in this agreement.

The tenant has the right to request access to any personal information held by the landlord and (if appointed) the landlord's agent which relates to them, unless the landlord or (if appointed) the landlord's agent is permitted by law (including the Act) to withhold that information. If the Act applies to the landlord and the landlord is an 'organisation' (as defined under the Act) then it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). If an agent is appointed by the landlord, it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). Any requests for access to the tenant's personal information should be made in writing to the landlord or (if appointed) the landlord's agent at the contact details included in this agreement. The tenant has the right to request the correction of any personal information which relates to the tenant that is inaccurate, incomplete or out-of-date.

By signing this agreement, **the tenant acknowledges** that it has read and understands the terms of this Privacy Policy and agrees to those terms and the permissions to collect, use and disclose personal information, and **the tenant authorises** the landlord and (if appointed) the landlord's agent to collect, use and obtain, in accordance with the Act, their personal information for the purposes specified in this Privacy Policy.

ADDITIONAL TERM - ACKNOWLEDGEMENTS

89. The landlord and tenant each acknowledge that:

- 89.1 the landlord and tenant are permitted to agree on additional terms and conditions of this agreement and to include them in an annexure at the end of this agreement;
- 89.2 the additional terms and conditions may be included in this agreement only if:
 - (a) they do not contravene the *Residential Tenancies Act 2010* (NSW), the *Residential Tenancies Regulation 2019* (NSW) or any other Act; and
 - (b) they are not inconsistent with the standard terms and conditions of this agreement; and
- 89.3 The Real Estate Institute of New South Wales Limited (REINSW) is not and cannot be responsible for the drafting and content of any additional terms and/or conditions that are included in any annexure to this agreement.

RESIDENTIAL TENANCY AGREEMENT

SCHEDULE A

SPECIAL CONDITIONS - FLATS

Special Condition 1 - Vehicles

The tenant must not park or stand any motor or other vehicle on common area, or permit a motor vehicle to be parked or stood on common area, except with the prior written approval of the landlord or as permitted by a sign authorised by the landlord.

Special Condition 2 - Damage to lawns and plants on the common areas

The tenant must not, except with the prior written approval of the landlord:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on the common area, or
- (b) use for his or her own purposes as a garden any portion of the common area.

Special Condition 3 - Obstruction of common areas

The tenant must not obstruct lawful use of common areas by any person except on a temporary and non-recurring basis.

Special Condition 4 - Noise

The tenant, or any invitee of the tenant, must not create any noise in the flat or the common area likely to interfere with the peaceful enjoyment of the owner or occupier of another flat or of any person lawfully using the common area.

Special Condition 5 - Behaviour of tenants and invitees

- (a) The tenant, or any invitee of the tenant, when on the common area must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using the common area.
- (b) The tenant must take all reasonable steps to ensure that their invitees:
 - (i) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another flat or any person lawfully using the common area; and
 - (ii) without limiting paragraph (b)(i), comply with Special Condition 5(a).

Special Condition 6 - Children playing on common areas in building

Any child for whom the tenant is responsible may play on any area of the common area that is designated by the landlord for that purpose but may only use an area designated for swimming while under adult supervision. The tenant must not permit any child of whom the tenant is responsible, unless accompanied by an adult exercising effective control, to be or to remain on the common area that is a laundry, car parking area or other area of possible danger or hazard to children.

Special Condition 7 - Smoke penetration

The tenant, and any invitee of the tenant, must not smoke tobacco or any other substance on the common area, except:

- (a) in an area designated as a smoking area by the landlord, or
- (b) with the written approval of the landlord.

The tenant who is permitted under this Special Condition to smoke tobacco or any other substance on common area must ensure that the smoke does not penetrate to any other flat. The tenant must ensure that smoke caused by the smoking of tobacco or any other substance by the tenant, or any invitee of the tenant, in the flat does not penetrate to the common area or any other flat.

Special Condition 8 - Preservation of fire safety

The tenant must not do any thing or permit any invitees to do any thing in the flat or common area that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the flats or common areas.

Special Condition 9 - Storage of inflammable, dangerous or hazardous liquids and other substances and materials

- (a) The tenant must not, except with the prior written approval of the landlord, use or store in the flat, garage or carport or on the common area any inflammable, dangerous or hazardous chemical, liquid or gas or other inflammable, dangerous or hazardous material.
- (b) This Special Condition does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

Special Condition 10 - Appearance of flat

- (a) The tenant must not, without the prior written approval of the landlord, maintain within the flat anything visible from outside the flat that, viewed from outside the flat, is not in keeping with the rest of the building.
- (b) This Special Condition does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with Special Condition 12.

Special Condition 11 - Cleaning windows and doors

- (a) Except in circumstances referred to in Special Condition 11(b), the tenant is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the flat, including so much as is common area.
- (b) The landlord is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the tenant safely or at all.

Special Condition 12 - Hanging out of washing

The tenant may hang any washing on any lines provided by the landlord for that purpose. The tenant may hang washing on any part of the flat other than over the balcony railings. In each case, the washing may only be hung for a reasonable period. In this Special Condition, "washing" includes any clothing, towel, bedding or other article of a similar type.

Special Condition 13 - Disposal of waste - bins for individual flats (applicable where individual flats have bins)

- (a) The tenant must:
 - (i) not deposit or throw on the common area any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the landlord;
 - (ii) not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy);
 - (iii) comply with all reasonable directions given by the landlord as to the disposal and storage of waste (including the cleaning up of spilled waste) on the common area;
 - (iv) comply with the local council's guidelines for the storage, handling, collection and disposal of waste;
 - (v) maintain bins for waste within the flat, or on any part of the common area that is authorised by the landlord, in clean and dry condition and appropriately covered;
 - (vi) not place any thing in the bins of the owner or occupier of any other flat except with the permission of that owner or occupier;
 - (vii) place the bins within an area designated for collection by the landlord not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the flat or other area authorised for the bins; and
 - (viii) notify the local council of any loss of, or damage to, bins provided by the local council for waste.


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RESIDENTIAL TENANCY AGREEMENT

- (b) The landlord may give directions for the purposes of this Special Condition by posting signs on the common area with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to tenants.
- (c) In this Special Condition, "bin" includes any receptacle for waste and "waste" includes garbage and recyclable material.

**Special Condition 14 - Disposal of waste - shared bins
(applicable where bins are shared by flats)**

- (a) The tenant must:
 - (i) not deposit or throw on the common area any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the landlord;
 - (ii) not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy);
 - (iii) comply with all reasonable directions given by the landlord as to the disposal and storage of waste (including the cleaning up of spilled waste) on common area; and
 - (iv) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (b) The landlord may give directions for the purposes of this Special Condition by posting signs on the common area with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to tenants.
- (c) In this Special Condition, "bin" includes any receptacle for waste and "waste" includes garbage and recyclable material.

Special Condition 15 - Change in use or occupation of flat to be notified

- (a) The tenant must notify the landlord if the tenant changes the existing use of the flat.
- (b) Without limiting Special Condition 15(a), the following changes of use must be notified:
 - (i) a change that may affect the insurance premiums for the landlord (for example, if the change of use results in a hazardous activity being carried out in the flat, or results in the flat being used for commercial or industrial purposes rather than residential purposes); and
 - (i) a change to the use of the flat for short-term or holiday letting.
- (c) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

Special Condition 16 - Compliance with planning and other requirements

The tenant must ensure that the flat is not used for any purpose that is prohibited by law and that the flat is not occupied by more persons than are allowed by law to occupy the flat.

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RESIDENTIAL TENANCY AGREEMENT

NOTES.

1. Definitions

In this agreement:

landlord means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.

landlord's agent means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:

- (a) the letting of residential premises, or
- (b) the collection of rents payable for any tenancy of residential premises.

LFAI Register means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.

rental bond means money paid by the tenant as security to carry out this agreement.

residential premises means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.

tenancy means the right to occupy residential premises under this agreement.

tenant means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4).

3. Ending this agreement

This agreement may be ended by the landlord or the tenant giving written notice of termination. The tenant may give notice at any time or on certain grounds. The landlord may only give notice on certain grounds. The *Residential Tenancies Act 2010* sets out the grounds on which the landlord and the tenant may end this agreement. The grounds for the landlord ending this agreement include breach of this agreement by the tenant, sale of the residential premises requiring vacant possession, proposed sale of the residential premises, significant renovations or repairs to the residential premises, demolition of the residential premises, the residential premises ceasing to be used as rented residential premises or the landlord or the landlord's family moving into the residential premises. The grounds for the tenant ending this agreement include breach by the landlord of information disclosure provisions under the Act, section 26, breach of this agreement by the landlord or the tenant being in circumstances of domestic violence. Further grounds are set out in the Act, Parts 5 and 7.

4. Notice for ending fixed term agreement

If this agreement is a fixed term agreement, the tenant must give at least 14 days notice to end the agreement. Generally, the landlord must give at least 90 days notice, or at least 60 days notice if the agreement is for a fixed term of 6 months or less. However, the notice period is different for certain grounds for termination.

5. Notice for ending periodic agreement

If this agreement is a periodic agreement, the tenant must give at least 21 days notice to end the agreement. Generally, the landlord must give at least 90 days notice. However, the notice period is different for certain grounds for termination.

6. Warning

It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgment or order of a court if the tenant does not willingly move out. A court can order fines and compensation be paid for such an offence. It is an offence for the landlord, or landlord's agent, to give a termination notice on a ground that is not genuine, to provide false or misleading supporting documents or information with a termination notice or, if an exclusion period applies, to enter into a new residential tenancy agreement of the residential premises during the exclusion period.

RESIDENTIAL TENANCY AGREEMENT

THE LANDLORD AND THE TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

Note. Section 9 of the *Electronic Transactions Act 2000* allows for agreements to be signed electronically in NSW if the parties consent. If an electronic signature is used then it must comply with Division 2 of Part 2 of the *Electronic Transactions Act 2000*.

SIGNED BY THE LANDLORD /LANDLORD'S AGENT

(Signature of landlord 1/landlord 1's agent) (Date) _____ 08/01/2026
(Signature of landlord 2/landlord 2's agent) (Date)

LANDLORD INFORMATION STATEMENT

The landlord acknowledges that, at or before the time of signing this residential tenancy agreement, the landlord has read and understood the contents of an information statement published by NSW Fair Trading that sets out the landlord's rights and obligations.

(Signature of landlord 1/landlord 1's agent) (Date) _____ 08/01/2026
(Signature of landlord 2/landlord 2's agent) (Date)

Note: A landlord's agent must not sign this acknowledgment unless they have first obtained from the landlord a written statement that the landlord has read and understood the contents of the information statement published by NSW Fair Trading setting out the landlord's rights and obligations.

SIGNED BY THE TENANT

(Signature of tenant) _____ 08/01/2026
(Date) _____
(Signature of tenant) _____ 08/01/2026
(Date)

(Signature of tenant) _____
(Date) _____
(Signature of tenant) _____
(Date)

TENANT INFORMATION STATEMENT

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of an information statement published by NSW Fair Trading.

(Signature of tenant) _____ 08/01/2026
(Date) _____
(Signature of tenant) _____ 08/01/2026
(Date)

(Signature of tenant) _____
(Date) _____
(Signature of tenant) _____
(Date)

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

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

ANNEXURE

If applicable, include additional Terms and Conditions below

Rent Payments - the tenant agrees to make rent payments on time, and to make the first payment the week after the tenancy commences, to avoid falling into arrears. The tenant has been made aware we have a zero tolerance for rent arrears.

Water Usage Charges - the tenant agrees to pay water usage invoices when the property is separately metered and meets water efficiency standards, within the 21 days notice period to pay.

Routine Inspections - the tenant agrees to receive all inspection notices through email. If email is not available, notices will be sent by mail. If you are unavailable at the time of the inspection, we will use a key to gain access. If you wish to be present for your inspection, you must adjust your schedule accordingly. Inspection times cannot always be rescheduled. The tenant agrees to photographs being taken at the inspection.

Alterations - the tenant agrees to not to make any alterations to the premises without the Landlords permission. This includes that the Tenant is not to fix anything to the walls (eg: Hooks, pins, nails, stickers, tape, LED strip lights). Any damages caused by alterations are the responsibility of the Tenant to repair. The Tenant will be asked to remove/rectify any unapproved alterations.

NBN/Internet/Phone/Pay TV Connection - the tenant agrees that the availability of technology-related services, such as the internet, NBN, telephone, fax, and pay TV, is solely the responsibility of the Tenant to investigate before signing the Residential Tenancy Agreement. The Landlord is not obligated to provide these services. The Tenant agrees that if the property does not currently have these services connected, they will obtain the Landlord's permission before installing such services. At the end of the tenancy, the Tenant will not remove the connection without the Landlords' approval.

Repairs & Maintenance - the tenant agrees to notify the office of any repair or maintenance issues as they occur. Normal repairs can be reported through TAPI via the QR code provided under the kitchen sink, or under the maintenance tab on our website. The sole exception to this rule pertains to urgent repairs, which may be reported immediately by calling the office.

The tenant agrees that if a tradesperson is sent to repair an issue at the property and it is determined that the problem was caused by the Tenant or their belongings, the Tenant will be responsible for any resulting invoice/s.

Pest Control - the tenant agrees to undertake pest control and elimination of general pests, including but not limited to cockroaches, ants, spiders, lawn grubs, and other similar pests.

Pest Infestation - the tenant shall promptly notify the Landlord of any pest infestations requiring professional extermination beyond routine maintenance. The Tenant shall maintain the cleanliness of the premises and take necessary preventive measures to minimise pest infestations.

Smoking - the tenant agrees not to smoke or vape or allow smoking or vaping inside the property, including the garage. If smoking or vaping occurs, the Tenants will be responsible for professionally cleaning all affected areas of the property.

Carpet - In the event of a spill or carpet stain, the Tenant agrees to promptly clean it the carpet to prevent permanent staining. The Tenant agrees to place protective mats underneath any office chairs in carpeted rooms to prevent damage to the carpet.

Mould & Mildew - the tenant agrees to ensure regular ventilation of the property by opening windows or doors. If mould or mildew occurs the Tenant agrees to promptly address and clean it.

Potted Plants - the tenant agrees to place protective saucers under potted plants situated on any indoor or outdoor surface.

Air Conditioning Filters & Exhaust Fans - the tenant agrees to maintain and clean the air conditioner filters including ducted air conditioner filters, range hood filters, ceiling fans, and exhaust fans, as required.

Inflatable Swimming Pools and Spa Pools - the tenant agrees not to construct or utilise on the property any inflatable swimming pool or spa pool capable of holding water deeper than 300mm. These pools are categorised as swimming pools under the Swimming Pools Act 1992 and require compliant pool fencing or barriers.

Vehicles - the tenant agrees not to park or store vehicles, including trailers, in areas not designated for parking. No unregistered cars, tires, or parts are to be left in an untidy manner on the property. Tenants must not park any vehicles on the grass.

The Tenant agrees not to park on or obstruct any shared driveways.

Keys & Security - the tenant agrees that they are responsible for the security of the property. The Tenant is accountable for replacing any lost keys or locking devices; if replacement isn't feasible, the Tenant may need to arrange for the lock or locking device to be changed. . Any duplicate keys must be returned when vacating the property. In the event the Tenant becomes locked out of the premises, the tenant may engage a locksmith at their own cost, or if within office hours, the tenant may borrow the office set of keys and return them within 24 hours. The agent does not guarantee that keys for all locks are available.

ANNEXURE

ANNEXURE

If applicable, include additional Terms and Conditions below

Pet Approval - the tenant agrees to only introduce a pet to the property after the pet application form has been submitted, and the pet has been approved by the landlord or landlords agent. The tenant should seek advice from the agent in relation to the required documents, including the NSW Fair Trading Pet Application Form. If a pet is approved, the pet will be approved with conditions that must be adhered to, as outlined in the terms and conditions of the Pet Conditions Agreement.

Pets Security - the tenant agrees that the security and safety of any pets kept on the premises the tenant responsibility, including but not limited to ensuring that the pets do not pose a threat to staff, other tenants, neighbours, or the rental property. It is the Tenant's responsibility to ensure that the pet is secure in the yard, and provided with adequate shelter from the elements, and provided with clean water at all times. Unfriendly pets should either be secured or absent from the home during inspections.

Insurance - the tenant agrees to obtain contents insurance if they wish to insure their belongings and understands the Landlord's insurance policy does not cover personal belongings of the Tenant, regardless of any event leading to the tenants belongings being damaged, stolen, soiled or impacted.

Tenancy Database - the tenant agrees that in the event of breaching the Residential Tenancy Agreement, resulting in an amount owed to the Landlord exceeding the rental bond, or if the NSW Civil & Administrative Tribunal makes a ruling in favour of the Landlord, the Landlord will record the Tenant's personal information in a Tenancy default database such as TICA.

ANNEXURE

33 Moran Parkway North Rothbury NSW 2333

Tenant Information Statement

What you must know before you start renting

Starting a tenancy

Landlords or agents must give tenants this **Tenant Information Statement** before signing a residential tenancy agreement.

You should read this information statement carefully before you sign a residential tenancy agreement. Ask questions if there is anything in the agreement that you do not understand. Remember, you are entering into a legal contract with no cooling-off period. You want to be certain you understand and agree to what you are signing.

The landlord or agent must:

- ensure the property is vacant, reasonably clean, fit to live in and in good repair at the start of the tenancy
- provide and maintain the property in a reasonable state of repair
- meet health and safety laws (e.g. pool fencing, electrical installations, smoke alarms, window and balcony safety)
- ensure the property is reasonably secure
- respect your privacy and follow entry and notice requirements.

When renting you must:

- pay the rent on time
- keep the property reasonably clean and undamaged and leave it in the same condition it was in when you moved in (fair wear and tear excepted)
- not use the property for anything illegal
- follow the terms of the tenancy agreement
- respect your neighbours' right to peace, comfort and privacy.

What you must be told before you sign an agreement

Sometimes a rental property has something in its history that you should know before you sign an agreement.

The landlord or agent **must tell** you if the property is:

- planned to be sold
- subject to court proceedings where the mortgagee is trying to take possession of the property
- in a strata scheme and a strata renewal committee is currently established for the strata scheme.

The landlord or agent **must tell** you if they are aware that the property:

- has been subject to flooding from a natural weather event or bushfire in the last 5 years
- has significant health or safety risks (unless obvious to a reasonable person when the property is inspected)
- has been the scene of a serious violent crime (e.g. murder or aggravated assault) in the last 5 years
- is listed on the loose-fill asbestos insulation register
- has been used to manufacture or cultivate a prohibited drug or prohibited plant in the last 2 years
- is part of a building where a fire safety or building product rectification order (or a notice of intention to issue one of these orders) has been issued regarding external combustible cladding
- is part of a building where a development or complying development certificate application for rectification has been lodged regarding external combustible cladding
- is in a strata scheme where scheduled rectification work or major repairs will be carried out to common property during the fixed term of the agreement

- is affected by zoning or laws that will not allow you to obtain a parking permit, and only paid parking is available in the area
- is provided with any council waste services that are different to other properties in the council area
- has a driveway or walkway that others can legally use.

Penalties apply to landlords or agents if any of the above are not disclosed.

What you must be given before you sign an agreement

Before you sign an agreement or move into the property, the landlord or agent **must give** you:

- a copy of this Tenant Information Statement
- a copy of the proposed tenancy agreement, filled out in the spaces provided
- 2 hard copies, or 1 electronic copy, of the condition report for the property completed by the landlord or agent
- a copy of the by-laws, if the property is in a strata scheme.

What you must be given at the time you sign an agreement

At the time you sign the agreement, the landlord or agent **must give you**:

- for any swimming or spa pools on the property, a valid certificate of compliance or occupation certificate (issued within the last 3 years). This does not apply if you are renting a property in a strata or community scheme that has more than 2 lots.

Before or at the start of the tenancy

The landlord or agent **must give** you:

- the key (or other opening device or information) to open any lock or security device for the rented property or common property, at no cost to you or any tenant named in the agreement.

The **only** costs you can be asked to pay are:

- a holding fee (deposit) of no more than 1 weeks' rent
- up to 2 weeks' rent in advance
- up to 4 weeks' rent for the rental bond
- for agreements of 3 years or more – a fee for registering with NSW Land Registry.

The property must be fit to live in

The property must be reasonably clean, fit to live in and in a reasonable state of repair. To be fit to live in, the property must (at a minimum):

1. be structurally sound
2. have adequate natural or artificial lighting in each room, except storage rooms or garages
3. have adequate ventilation
4. be supplied with electricity or gas, and have enough electricity or gas sockets for lighting, heating and other appliances
5. have adequate plumbing and drainage
6. have a water connection that can supply hot and cold water for drinking, washing and cleaning
7. have bathroom facilities, including toilet and washing facilities, that allow users privacy.

The property could have other issues that may make it unfit for you to live in, even if it meets the above 7 minimum standards. Before you rent the property, you should tell the landlord or agent to take steps (such as make repairs) to make sure the property is fit to live in.

Residential tenancy agreement

The tenancy agreement is a legal agreement. It must include certain terms that cannot be changed or removed. It may also include additional terms. Verbal agreements are still binding on you and the landlord.

Condition report

You should have already received a copy of the condition report, completed by the landlord or agent, before you signed the agreement. This is an important piece of evidence and you should take the time to check the condition of the property at the start of the tenancy. If you do not complete the report accurately, money could be taken out of your bond (after you move out) to pay for damage that was already there when you moved in.

You must complete and give a copy of the condition report to your landlord or agent **within 7 days** after moving into the property. You must also keep a copy of the completed report.

Rent, receipts and records

Rent is a regular payment you make to the landlord to be able to live in the property. You cannot be asked to pay more than 2 weeks' rent in advance. Your landlord or agent cannot demand more rent until it is due.

Your landlord or agent can serve you with a 14 days termination notice if you are more than 14 days behind with the rent.

Your landlord or agent must:

- give you rent receipts (unless rent is paid into a bank account)
- keep a record of rent you pay
- give you a copy of the rent record within 7 days of your written request for it.

Rental bonds

The bond is money you may have to pay at the start of the tenancy as security. It must be in the form of money and not as a guarantee. Your landlord or agent can only ask for 1 bond for a tenancy agreement. The bond cannot be more than 4 weeks rent. If the landlord agrees, you can pay the bond in instalments.

Your landlord or agent must give you the option to pay your bond using Rental Bonds Online (RBO). You can use RBO to securely pay your bond direct to NSW Fair Trading using a credit card or BPAY, without the need to fill out and sign a bond lodgement form. Once registered, you can continue to use your RBO account for future tenancies.

If you decide not to use RBO, you can ask your agent or landlord for a paper bond lodgement form for you to sign, so that it can be lodged with NSW Fair Trading. The landlord must deposit any bond you pay them with NSW Fair Trading within 10 working days. If the bond is paid to the agent, the agent must deposit the bond with NSW Fair Trading within 10 working days after the end of the month in which the bond was paid.

Discrimination when applying for rental property

It is against the law for a landlord or agent to discriminate on the grounds of your race, age, disability, gender, sexual orientation, marital status or pregnancy.

If you feel that a landlord or agent has declined your tenancy application or has treated you less favourably because of any of those reasons, you can contact the NSW Anti-Discrimination Board on 1800 670 812 or the Australian Human Rights Commission on 1300 656 419.

It is not against the law if a landlord or agent chooses not to have a tenant who smokes, or has a poor tenancy history or issues with rent payments.

Communicating with your landlord or agent

Your landlord must provide you with their name and a way for you to contact them directly, even if your landlord has an agent.

This information must be given to you in writing before or when you sign the tenancy agreement, or it can be included in the agreement you sign. Your landlord must also let you know, in writing, within 14 days of any changes to their details.

Some formal communication between you and the landlord or agent must be in writing to be valid, for example, termination notices. You can use email to serve notices or other documents but only if the landlord or agent has given you permission to use their nominated email address for this purpose.

During the tenancy

Ways you can pay your rent

Your landlord or agent **must** allow you to pay your rent by:

- Electronic bank transfer (such as a funds transfer or BPAY)
- Commonwealth Government's Centrepay (this requirement to start later in 2025).

You may incur costs from your own bank, but your landlord or agent cannot charge or pass on any additional costs incurred by them if you pay your rent by one of the above options. You also **cannot** be required to use a specific service provider (such as an app) to make your payments.

Your landlord or agent can offer other ways for you to pay your rent, but you do not have to agree to these.

Can rent be increased during the tenancy?

Your rent cannot be increased in the first 12 months of your tenancy. After the first year, your landlord or agent can only increase the rent once in every 12-month period, even if your agreement is renewed or your lease type changes. This requirement continues even if the agreement is renewed or replaced as long as:

- the landlord and at least one tenant remains the same in both agreements
- the tenant hasn't moved out between agreements.

You must be given at least 60 days written notice before your rent can be increased.

Paying for electricity, gas and water usage

You may have to pay the cost for certain utilities as set out in the agreement. For example, you will pay for all:

- electricity, non-bottled gas or oil supply charges if the property is separately metered. Some exceptions apply for electricity or gas
- charges for the supply of bottled gas during the tenancy.

There are limits on when you need to pay for water usage charges. You can only be asked to pay for water usage **if** the property is separately metered (or water is delivered by vehicle) and meets the following water efficiency measures:

- all showerheads have a maximum flow rate of 9 litres per minute
- all internal cold-water taps and single mixer taps for kitchen sinks or bathroom hand basins have a maximum flow rate of 9 litres per minute
- any leaking taps or toilets on the property are fixed at the start of the agreement and whenever other water efficiency measures are installed, repaired or upgraded
- toilets are dual flush and have a minimum 3-star WELS rating.

Repairs and maintenance

The property must always be fit for you to live in. The landlord is responsible for any repairs or maintenance, so the property is in a reasonable state of repair. They must also ensure the property meets health and safety laws.

You are responsible for looking after the property and keeping it clean and undamaged. If the property includes a yard, lawns and gardens, you must also keep these areas neat and tidy.

You need to tell your landlord or the agent of any necessary repairs or damage as soon as possible. The landlord is responsible for arranging and paying for the repair costs unless you caused or allowed the damage. You are not responsible for any damage caused by a perpetrator of domestic violence during a domestic violence offence.

If the repair is an **urgent repair** e.g. where there is a burst water service, a blocked or broken toilet, a gas leak or dangerous electrical fault, your landlord or agent should organise these repairs as soon as reasonably possible after being notified. If they do not respond to an urgent repair request, you can arrange the repair yourself and the landlord must repay you up to a maximum amount of \$1,000 within 14 days of you requesting payment in writing. A list of **urgent repairs** is available at nsw.gov.au/housing-and-construction/rules/urgent-repairs-residential-rental-properties.

You can apply to NSW Fair Trading for a rectification order if your landlord refuses or does not provide and maintain the property in a reasonable state of repair. Similarly, your landlord can apply to NSW Fair Trading for a rectification order if you do not repair damage you have caused or allowed. You can also apply to the NSW Civil and Administrative Tribunal (the Tribunal) for an order if your landlord does not carry out repairs.

Smoke alarms must be working

Landlords must ensure that smoke alarms are installed on all levels of the property. Your landlord must maintain the smoke alarms in your property to ensure they are working.

You should notify your landlord or agent if a smoke alarm is not working. They are responsible for repairing (including replacing a battery) or replacing a smoke alarm within 2 business days after they become aware that it is not working.

You can choose to replace a removable battery if it needs replacing, but you must notify the landlord if and when you do this. You are not responsible for maintaining, repairing or replacing a smoke alarm. However, there are some circumstances where you can arrange for a smoke alarm to be repaired or replaced.

Privacy and access

You have the right to reasonable peace, comfort and privacy when renting. Tenancy laws restrict when and how often your landlord, agent or other authorised person can enter the property during the tenancy. Your landlord, agent or authorised person can enter the property without your consent in certain circumstances if proper notice (if applicable) is provided, for example:

- in an emergency, no notice is necessary
- if the Tribunal orders that access is allowed
- to carry out, or assess the need for, necessary repairs or maintenance of the property, if you have been given at least 2 days' notice
- to carry out urgent repairs, no notice is necessary
- to carry out repairs or replacement of a smoke alarm, if you have been given at least 1 hours' notice
- to inspect or assess the need for repair or replacement of a smoke alarm, if you have been given at least 2 business days' notice
- to carry out a general inspection of the property if you have been given at least 7 days' written notice (no more than 4 inspections are allowed during a 12-month period).

How to keep a pet on the property

You can request to keep a pet on the property by filling out a pet application form and giving it to your landlord or agent. Your landlord or agent must respond within 21 days of receiving the form. If they don't respond within this time, you can keep the pet.

Landlords or agents can only refuse consent for a pet if:

- there would be more than four animals on the property, and the number of animals is unreasonable
- the property is not suitable for the animal due to fencing, lack of open space or because it will harm the animal's welfare
- the animal is very likely to cause more damage than could be repaired using the bond
- the landlord lives at the property
- keeping the animal would break other laws, local council rules, strata or community scheme by-laws, or a residential community rule
- you did not agree to a reasonable condition on keeping the animal on the property.

There are limits on what kinds of conditions a landlord or agent can set for your pet. For example, landlords or agents cannot require an increased bond or rent as a condition. Acceptable conditions may include requiring professional carpet cleaning and pest control.

If you disagree with the landlord or agent's decision or believe the condition for consent was unreasonable, you can apply to the Tribunal to challenge this.

However, if you live in purpose-built student accommodation, your landlord can refuse a pet without a specific reason.

How to make 'minor' changes to the property

You can only make minor changes to the property with your landlord's written consent, or if the agreement allows it. Your landlord can only refuse your request if it is reasonable to do so e.g. if the work involves structural changes or is inconsistent with the nature of the property.

There are certain types of 'minor' changes where it would be unreasonable for your landlord to refuse consent. For example:

- secure furniture to a non-tiled wall for safety reasons
- fit a childproof latch to an outdoor gate in a single dwelling
- insert fly screens on windows
- install or replace internal window covering (e.g. curtains)
- install cleats or cord guides to secure blind or curtain cords
- install child safety gates inside the property
- install window safety devices for child safety (non-strata only)
- install hand-held shower heads or lever-style taps to assist elderly or disabled occupants
- install or replace hooks, nails or screws for hanging pictures etc.
- install a phone line or internet connection • plant vegetables, flowers, herbs or shrubs in the garden • install wireless removable outdoor security camera
- apply shatter-resistant film to window or glass doors
- make changes that don't penetrate a surface, or permanently modify a surface, fixture or structure of the property.

Some exceptions apply. The landlord can also require that certain minor changes be carried out by a qualified person.

You will be responsible for paying for the changes and for any damage you cause to the property. Certain rules apply for removing any modifications at the end of the tenancy.

Your rights in circumstances of domestic violence

Every person has the right to feel safe and live free from domestic violence. If you or your dependent child are experiencing domestic violence in a rental property, there are options available to you to improve your safety.

If you or your dependent child need to escape violence, you can end your tenancy immediately, without penalty.

Or, if you wish to stay in your home, you can apply to the Tribunal for an order to end the tenancy of the perpetrator (if they are another co-tenant).

A tenant or any innocent co-tenant is not liable for property damage caused by the perpetrator of violence during a domestic violence offence.

More information about dealing with domestic violence in a rental property is available on nsw.gov.au/renting-domestic-violence.

Ending the tenancy

Termination notice must be given

A tenancy agreement is a legally binding agreement that can only be ended in certain ways. A tenancy will usually be ended by you or your landlord giving notice to the other party and you vacating on or by the date specified in the notice.

If you are ending a tenancy, you need to give the landlord or agent a written termination notice with the applicable notice period. In some cases, you can apply directly to the Tribunal for a termination order without issuing a termination notice (for example if you are experiencing hardship).

If your landlord or agent is ending a tenancy, they need to give you a written termination notice in most cases. The notice must include the reason for ending the tenancy. The amount of notice you must be given will depend on the reason used. A **Termination Information Statement** must be provided with the termination notice.

If you do not leave by the date specified in the termination notice, the landlord or agent can apply to the Tribunal for termination and possession orders. If you do not comply with the Tribunal order, a Sheriff's Officer can legally remove you from the property under a warrant for possession.

You cannot be locked out of your home under any circumstances unless a Sheriff's Officer is enforcing a warrant for possession issued by the Tribunal or a court.

Ending a tenancy in circumstances of domestic violence

If you or your dependent child are in circumstances of domestic violence, you can end your tenancy immediately, without penalty. To do this you must give your landlord a domestic violence termination notice with the relevant evidence and give a domestic violence termination notice to any co-tenants.

These notices do not need to be given in person. No minimum notice period applies to a domestic violence termination notice, but it must include a termination date that is on or after the day the notice is given. If you end your tenancy by issuing a domestic violence termination notice, you cannot be listed on a tenant database.

More information about ending a tenancy due to domestic violence is available on nsw.gov.au/renting-domestic-violence.

Break fee for ending a fixed term agreement early

If you decide to end a fixed term agreement early, and the agreement is for 3 years or less, you will need to pay a break fee. The amount of the break fee will depend on how far into your lease you are when you end it. For example, the fee will be:

- 4 weeks rent if you are less than 25% through the term of your lease
- 3 weeks rent if you are at least 25% but less than halfway through the term of your lease
- 2 weeks rent if you are at least halfway but less than 75% through the term of your lease
- 1 weeks rent if you are at least 75% through the term of your lease.

The break fee does not apply if you end the agreement early for certain reasons allowed under the Act, such as when you or your dependent child are in circumstances of domestic violence.

The break fee also does not apply if your landlord gives you a termination notice, and you decide to leave before the termination date. However, to do this you must give the landlord an early exit notice with the date you will leave, and give at least 14 days' notice before you move out.

Getting the rental bond returned

You should receive the bond in full at the end of the tenancy unless there is a reason for the landlord to make a claim against the bond. The landlord can claim the bond if:

- rent or other charges (e.g. unpaid water usage bills, break fee) are owing
- copies of the keys were not given back and the locks needed to be changed
- you caused damage or did not leave the property in a reasonably clean condition compared to the original condition report, apart from 'fair wear and tear'.

You are not liable for fair wear and tear to the property that occurs over time with the use of the property, even when the property receives reasonable care and maintenance.

The condition report can be used to compare the state of the property at the start and end of the tenancy.

Checklist

You should only sign the agreement when you can answer **Yes** to the following.

The tenancy agreement

I have read the agreement and asked questions if there were things I did not understand.

I understand the fixed term of the agreement is negotiated before I sign, which means it can be for 6 months, 12 months, or some other period.

I understand that any additional terms to the agreement can be negotiated before I sign.

I have checked that all additional terms to the agreement are allowed and any terms relating to pets are reasonable conditions.

Promised repairs

For any promises the landlord or agent makes to fix anything (e.g. replace the oven, etc.) or do other work (e.g. paint a room, clean up the backyard, etc.):

I have made sure these have already been done or

I have a statement in writing (before signing the agreement) that they will be done.

Upfront costs

I can **only** be asked to pay:

- no more than 2 weeks rent in advance
- no more than 4 weeks rent as a rental bond
- no more than 1 weeks rent as a holding fee (deposit)
- a fee for registering the agreement with NSW Land Registry (if 3 years or more).

I am **not** being charged any other costs, including:

- the cost of preparing the tenancy agreement
- the initial supply of keys and other opening devices to each tenant named in the agreement.

Top tips for problem-free renting

Some useful tips to help avoid problems when renting:

- Keep a copy of your agreement, condition report, rent receipts, Rental Bond Number and copies of letters/ emails you send or receive in a safe place where you can easily find them later.
- Photos are a great way to record the condition of the property when you first move in. Take date-stamped photos of the property, especially areas that are damaged or unclean. Keep these photos in case the landlord objects to returning your bond at the end of your tenancy.
- Comply with the terms of your agreement and never stop paying your rent, even if you don't think the landlord is complying with their side of the agreement (e.g. by failing to do repairs). You could end up being evicted if you do.
- Never make any changes to the property, or let other people move in without asking the landlord or agent for permission first.
- Keep a written record of your dealings with the landlord or agent (for example by keeping copies of emails or a diary record of your conversations, including the times and dates, who you spoke to and what they agreed to do). It is helpful to have any agreements in writing, for example requests for repairs. This is a useful record and can also assist if there is a dispute.
- Consider taking out home contents insurance to cover your belongings in case of theft, fires and natural disasters. The landlord's building insurance, if they have it, will not cover your belongings.
- If the property has a pool or garden, be clear about what the landlord or agent expects you to do to maintain them.
- Be careful with what you sign relating to your tenancy and do not let anybody rush you. Never sign a blank form, such as a 'Claim for refund of bond' form.

More information

Visit nsw.gov.au/renting or call 13 32 20 for more information about your renting rights and responsibilities. The NSW Government funds a range of community-based Tenants Advice and Advocacy Services across NSW to provide advice, information and advocacy to tenants. Visit the Tenants' Union website at tenants.org.au.

Contact us

T: 13 32 20

W: nsw.gov.au/fair-trading

For language assistance, call 13 14 50 (*ask for an interpreter in your language*)

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RENT PAYMENTS AND RENT ARREARS MANAGEMENT

PROPERTY ADDRESS: 33 Moran Parkway, North Rothbury NSW 2335

TENANTS NAME/s: Brayden Eden & Annalise Paige Monson

RENT ARREARS: At **Valley Estate Agents**, we understand that sometimes there are unforeseen circumstances that result in delayed rental payments. Although the situation may never apply to you as most tenants pay rent on time, it is important we advise you of the process involved.

Although we will endeavour to accommodate any extraordinary situations resulting in late rental payments, there is a strict arrears management procedure that will be maintained, regardless of the reason. This is to ensure effective management of arrears and to protect the Landlord's investment.

If you happen to fall into arrears or know that you will be unable to make a rental payment, please contact our office and discuss the situation with your Property Manager as we may be able to help with a solution.

These actions form our arrears management procedure and occur at the time specified:

1 day and to 3 days in arrears – Email and or an sms message

3 days and to 7 days in arrears – Email and or an sms message

8 days and to 14days in arrears – Email and or letter to tenants to advise of the breach. The Landlord is also advised

15 days in arrears – A non payment of rent Termination Notice with 14days notice to vacate will be issued.

A non payment Termination Notice will inform the tenant that the Tenant is not required to vacate the residential premises if the tenant pays all the rent owing or enters into and fully complies with a rent repayment plan agreed with the landlord.

Tenants who have not remedied their rent arrears by the expiry date on the termination notice will be expected to have vacated the rental property by that same date.

If after vacating the premises there are monies owed in excess of the bond, the tenants names on the tenancy agreement may be listed with an order from the CTTT on a tenancy database ie TRA – Trading Reference Australia, TICA , Tenancy Information Centre of Australia and NTD National Tenancy Database. Tenants will have the opportunity to pay all monies owed as well as being consulted before their details are listed.

Tenant Confirmation: By completing this confirmation the Tenant/s acknowledge having received a copy of this document and understand the above procedure.

TENANTS NAME/s: Brayden Eden & Annalise Paige Monson

Tenant Signature 1

Brayden Eden

Date: 08/01/2026

Tenant Signature 2

Annalise Paige Monson Date: 08/01/2026

AGENCY NAME: Valley Estate Agents

Signature of Agent:

Date:



Welcome to Valley Estate Agents! Tenant Information Sheet

RENT PAYMENTS

- DIRECT DEPOSIT is the preferred payment method
- Bank reference code **MUST BE** used at all times, you will find this on your Residential Tenancy Agreement
- Rent payments are to be **paid in advance at all times** as per your Tenancy Agreement

WATER USAGE PAYMENTS

- Pay to Valley Estate Agents using same account number as rent
- Reference code must be used and the description water after it
- You have 21days to pay the invoice as per your tenancy agreement

TENANT PORTAL

- An email link will be sent for you to set up your tenant portal with Property Me and Inspect Me.
- You will be able to access all information relating to your tenancy in this portal

MAINTENANCE & REPAIRS

- All repairs and maintenance issues must be in writing with photos and reported via our website at valleyestateagents.com.au
- After hours calls emergency line is 0418 798 694 please leave a detailed message

INSPECTIONS - COURTESY AND ROUTINE

- You will be given 7 days notice or more of an inspection and if not home we will use our courtesy keys

SUB – LETTING

- You are breaching your lease if you sub let ie have someone living at your property who is not listed on your Lease.

CONTENTS INSURANCE

- All tenants must obtain their own contents insurance. Owner's insurance does not cover you.

PICTURE HOOK REQUESTS

- Written permission is required please lodge through the tenant portal with photos and location of hooks requesting

LAWNS AND GARDENS

- All lawns front and back are the responsibility of the tenant and are to be maintained at all times.
- If you live in a unit complex you are responsible for the garden bed outside your unit front door
- If you live behind a house in a unit, you are still responsible for the lawn and garden bed on your side of the driveway

SMOKE ALARM CHECKS

- It is legislation that they are checked annually and Ausfire is our service provider and will contact you directly
Any issues with your smoke alarm please report IMMEDIATELY through your tenant portal

INGOING CONDITION REPORT

- Ingoing Condition Report must be returned by 7days after your lease commencement date through your tenant portal

APPROVAL OF PETS

- Pets are to be approved by the owner of the property, if you have a pet without permission you will be breached
- You will have the property sprayed for fleas inside and out professionally of the property at the end of your tenancy
- You will also be required to have the carpets professionally steamed clean
- Any damage caused by the pet you will also be responsible for making good the damaged in a professional manner.

BE

AM