CONTRACT OF SALE OF REAL ESTATE
AUCTION

Property Address: 14 Tooten Road, Wollert VIC 3750

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

The vendor sells, and the purchaser buys the property, being the land and the goods, for the price and on the conditions set out in this contract.
The terms of this contract are contained in the:

* Particulars of sale;
* Special conditions, if any;
* General conditions; and
* Vendor's Statement

and in that order of priority.
The Vendor's Statement required by section 32(1) of the **Sale of Land Act 1962** is attached to and forms part of this contract. The parties should ensure that when they sign the contract, they receive a copy of the Vendor's Statement, the general conditions and any special conditions.

SIGNING OF THIS CONTRACT

The authority of a person signing:

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

must be noted beneath the signature.

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

- Form 1 (Contract of Sale of Real Estate—Particulars of Sale);
- Special Conditions, if any;
- Form 2 (Contract of Sale of Real Estate—General Conditions); and
- Vendor's Statement.

SIGNED BY THE PURCHASER …… on …..... /…..... /20

Print name of person signing: …….

State nature of authority if applicable (e.g. ‘director’, "attorney under power of attorney") …….

This offer will lapse unless accepted within [21] clear business days (3 business days if none specified).

SIGNED BY THE VENDOR…… on …..... /…..... /20

Print name of person Signing Paul Robert CLARKSON

State nature of authority if applicable (e.g. ‘director’, "attorney under power of attorney") ……

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period (Section 31 **Sale of Land Act 1962)**
You may end this contract within 3 clear business days of the day that your sign the contract if none of the exceptions listed below applies to you.
You must either give the vendor or the vendor’s agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor’s agent to end this contract within this time in accordance with this cooling-off provision.
You are entitled to a refund of all the money you paid EXCEPT for $100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.
EXCEPTIONS The 3-day cooling-off period does not apply if:

- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction;
- the property is used mainly for industrial or commercial purposes;
- the property is more than 20 hectares in size and is used mainly for farming;
- you and the vendor previously signed a similar contract for the same property; or
- you are an estate agent or a corporate body.

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PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Harcourts Rata & Co
1/337 Settlement Road Thomastown VIC 3074

Tel: 94657766 Fax: Ref: Email: sold@rataandco.com.au

VENDOR

Paul Robert CLARKSON

of

VENDOR'S CONVEYANCER

Conveyancing Victoria Melbourne
of POBOX 74 ALTONA 3018

Tel: 03 9603 0330 Fax: Nil Ref: MC25-447 Email: conveyvic@gmail.com

PURCHASER

of

Tel: Fax: Ref: Email:

PURCHASER'S CONVEYANCER

of

Tel: Fax: Ref: Email:

PROPERTY ADDRESS 14 Tooten Road, Wollert VIC 3750

LAND (general condition 3 &9) The Land is described in the attached copy title(s) and plan(s) as:
Lot 122 on Plan of Subdivision 701914 being all that piece of land more particularly described in Certificate of Title 11515 Folio 421
The Land includes all improvements and fixtures.

GOODS SOLD WITH THE LAND All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature, or, **if** a separate Goods schedule is attached, then solely as per such attached schedule.

PAYMENT

Price $
Deposit $_____ by / / (of which $ has been paid)
Balance $ payable at settlement
==========

LOAN (refer to general condition 20) (Not applicable if sold at Auction)

The following details apply if this contract is subject to a loan being approved:

Lender: _____

Loan amount: $ Approval date: / /20

SETTLEMENT

Is due on / /20
unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the above date or 14 days after the vendor gives notice to the purchaser of registration of the plan, whichever is the later.

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BUILDING REPORT

☐ General condition 21 applies only if the box is checked (Not Applicable if sold at Auction)

PEST INSPECTON REPORT

☐ General condition 22 applies only if the box is checked (Not Applicable if sold at Auction)

GST (refer to general condition 13)
The price includes GST (if any) unless the words '**plus GST**' appear in this box:
If 'plus GST' then Special Condition 19 applies.

If this is a sale of a 'farming business' or 'going concern' then add the words '**farming business**' or '**going concern**' in this box:

If the margin scheme will be used to calculate GST, then add the words '**margin scheme**' in this box:

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box:

in which case refer to general condition 1.1.

If '**subject to lease**' then particulars of the lease are:
Refer attached copy Lease/Tenancy Agreement

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box, and refer to general condition 23 & add any further provisions by way of special conditions:

ENCUMBRANCES
This sale is NOT subject to an existing mortgage unless the words '**subject to existing mortgage**' appear in this box:

If the sale is '**subject to existing mortgage**' then particulars of the mortgage are:

SPECIAL CONDITIONS
This contract does not include any special conditions unless the words 'special conditions' appear in this box:

Special Conditions

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SPECIAL CONDITIONS ("SC") AUCTION

1. The Purchaser hereby acknowledges that prior to signing this Contract and prior to signing any other documents relating to the sale hereby affected he received a Statement in writing signed by the Vendor pursuant to Section 32 of the Sale of Land Act, 1962 (as amended) in the form included in this Contract of Sale.

Acceptance of title

1A. Foreign resident capital gains withholding

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

1A.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a special clearance certificate issued by the Commissioner under section 14-200 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.

1A.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of $750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

1A.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

1A.5 The purchaser must:

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

(b) ensure that the representative does so.

1A.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

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

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

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

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

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

1A.7 The representative is taken to have complied with the obligations in special condition 1A.6 if:

(a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and

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

1A.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-253(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 1 business day before the due date for settlement.

1A.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

1A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner because of late payment of the amount.

Electronic Conveyancing

1B. This special condition applies if the Vendor elects for the Settlement and lodgement to be conducted electronically in accordance with Electronic Conveyancing National Law. The Vendor may their sole discretion elect for settlement and lodgement to be conducted electronically, by notice in writing to the Purchaser & or their representative, within 10 days prior to the settlement date. Such notice may be via an invitation from the Electronic Network Operator or by separate email.

Upon receipt of notice the purchaser agrees to do all things necessary to give effect to an electronic settlement, including but not limited to: -

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1B1. Immediately notify their financier and all other persons or parties associated with their settlement, that settlement will conducted electronically; and

1B2. Ensuring that all settlement parties engage and authorised subscriber for the purposes of Electronic Conveyancing National Law. The purchaser will accept any invitation sent via the Electronic Network Operator; and

1B3. Adjusting in favour of the Vendor at settlement any fee, charged by the Electronic Network Operator to affect an Electronic settlement, of which is agreed between the parties that this is an essential term of the contract and failure to comply is agreed that the purchaser is in default of this contract; and

1B4. Varying any conditions to this contract to affect an electronic settlement; and

1B5. Complying with any requirements of the Electronic Conveyancing National Law and the Electronic Network Operator and any other authority requirements which are necessary to effect settlement of this transaction and the lodgement of the instruments necessary to record the purchaser as the registered proprietor of the land.

1B6. When the Vendor has given written notice of intention to complete settlement electronically, the Purchaser must conduct settlement and lodgement electronically, must accept the Vendors invitation, & or, in the event that they cannot settle electronically, for whatever reason, they are deemed in default.
Further, the purchaser must immediately notify the Vendors' representative in writing, via email (within 10 business days of the day of sale) of their intention to complete settlement either electronically or paper based.
Consequence: -
Should the purchaser fail to supply such written notification within 10 business days from the day of sale, relating to their ability to conclude settlement either Electronically ('EC') or by a paper-based settlement it is agreed that the Purchaser will be conducting settlement in an electronic format. Notwithstanding notification from the purchaser, if settlement is completed in a paper format; the purchaser shall be deemed in default under the contract.

1B7. Settlement of this contract shall occur when the workspace records that the exchange of the balance of funds due under this contract has been paid in accordance with the instructions of the vendors' representative has occurred and/or the document necessary to enable the purchaser to become the registered proprietor of the land have been accepted for electronic lodgement.

1B8. It is further agreed that in the event that an error occurs, all parties must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the m mistaken payment and the Vendor shall retain an equitable interest in the land hereby sold until all mistaken payment have been recovered including but not limited to any interest, penalties, costs and all other money due to the Vendor has been paid in full.

1B9. It is further agreed that if an error occurs, all parties must do everything reasonably necessary to assist the other party to trace and identifies the recipient of any mistaken payment and to recover the m mistaken payment and the Vendor shall retain an equitable interest in the land hereby sold until all mistaken payment have been recovered including but not limited to any interest, penalties, costs and all other money due to the Vendor has been paid in full.

1B10. All correspondence must via email transmission to the vendors representative. No correspondence is to be transmitted via any electronic settlement portal or by fax. No notice, message, document or the like is deemed served nor notified to the vendor if sent via this method. The vendor is not obliged to acknowledge nor respond to any transmission via any electronic settlement portal. In the event that the Vendor replies to any such transmission it is not deemed as acceptance of service nor notification to the vendor. Consequence – The purchaser agrees they are in default of this contract.

2. All deposit monies paid hereunder shall be held and applied in accordance with the provisions of the Sale of Land (Deposits) Act, 1980.

Payments

Unless the contract specifies 'Deposit Bond' or 'Bank Guarantee' in the particulars of sale, then it does not form part of this contract and will not constitute payment of the deposit under the terms of this contract. The purchaser must make written application to the vendors representative should the purchaser wish to have a 'deposit bond' or 'bank guarantee' form part of this contract. The vendors representative (excludes any agent) shall have the sole discretion to accept or reject such application. Should the vendors' representative accept any request, then General Conditions 14.1 will include the following Special Condition:

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14.1 (d) Deposit Money shall be paid by the Purchaser either by a Cash Payment or by a Deposit Guarantee or
Bond approved by the Vendor's Conveyancer.

14.1 (e) Should the deposit be paid by way of a Deposit Guarantee or Bond, it shall be held by the Vendor's Conveyancer in accordance with the following Special Conditions headed Deposit Bond.

Deposit Bond

2.1 In this Contract, the word 'Bond' means any Deposit Bond issued to the Vendor at the request of the Purchaser any authorised provider (the "Guarantor").

2.2 The delivery of the Bond no later than the time the Deposit is required to be paid under this Contract to the person ("Deposit Holder") nominated in this Contract to hold the Deposit as Stakeholder shall, to the extent of the amount guaranteed under the Bond, be deemed to be payment of the Deposit in accordance with this Contract.

2.3 On completion of this Contract, the Purchaser shall pay to the Vendor, in addition to all other moneys payable under this Contract, the amount stipulated in this Bond, either by way of Cash or unendorsed Cheque drawn by an authorized deposit-taking Institution within the meaning of the Banking Act 1959 of the Commonwealth.

2.4 If the Vendor serves on the Purchaser a Default Notice, then to the extent that the Guarantor under the Bond has not already paid the amount, the Purchaser shall forthwith pay the Deposit (or so much thereof as has not been paid) to the Deposit Holder.

2.5 The Vendor acknowledges that payment by the Guarantor under the Bond shall, to the extent of the amount paid, satisfy the Purchaser's obligation to pay the Deposit under the previous paragraph.

3. Purchasers Warranties
   a. The Purchaser warrants to the Vendor that it is empowered to enter this Contract and can do so without consent from any other person or has already obtained that consent.
   b. The Purchaser warrants to the Vendor that is it not prohibited by or under any law including without limitation the *Foreign Acquisitions and Takeovers Act 1975* from entering into or competing this Contract.
   c. The Purchaser warrants to the Vendor that it enters into this Contract in reliance on its own inspection of and enquiries relating to the Property and does not enter into this Contract on the basis of the information contained in the Vendors' Statement.

4. The Purchaser acknowledges that he has inspected the property and chattels/goods prior to the day of sale. The Purchaser agrees that The Purchaser is purchasing and will accept delivery of the property and goods in their present condition and state of repair and with any defects existing at the date hereof. The Purchaser agrees that the Vendor is under no liability or obligation to carry out repairs, renovations, alterations or improvements. The Purchaser acknowledges that the purchaser does not rely upon any warranty or representation made by the vendor, any agent or any person for or on behalf of the vendor, except for those set out in this Contract, but has relied entirely upon the Purchasers' own enquiries and inspection of the Property. The purchaser agrees that in the Section 32 statement any reference to services that state 'connected' includes Septic Tank and Gas Bottle as the case maybe, if applicable. The purchaser confirms that they have made all necessary enquiry prior to the signing of this contract and are fully aware of the status of such services and don't solely rely upon the information contained in such statement and that the vendor will not be under any obligation to change, upgrade, connect any service or provide any compensatory measure to the purchaser whatsoever.

5. The Purchaser shall assume liability for compliance with all notices or orders (other than those relating to current rates) relating to the property, which are made or issued after the date of sale.

6. The Purchaser acknowledges that the Vendor has not nor has anyone on the Vendor's behalf made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or his servants or agents from any claims & or demand in respect thereof.

7. The Land is sold subject to any restriction as to user imposed by law or by any authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in title or a matter of title or affect the validity of this Contract and the Purchaser shall not make any requisition, objection, or claim or be entitled to compensation or damages from the Vendor in respect thereof.

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8. The purchaser agrees that all correspondence will be by email to the vendors representative and not via the Pexa portal.

9. If the Purchaser defaults in payment of any money due under this Contract, then without prejudice to any other rights of the Vendor, interest at the rate of 6% higher than the rate for the time being fixed under the Penalty Interest Rates Act 1983, calculated daily and computed upon the money overdue during the period of default, must be paid by the purchaser to the vendor on demand without the necessity for any notice in writing. The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights powers and remedies of the Vendor under this Contract or otherwise. If the purchaser does not pay the deposit by the due date, or part thereof, the purchaser will be liable for any cost by the vendors' representative in pursuing the non-payment of such from the due date, in addition to any default costs charged by the vendors' representatives & or retained solicitor. The purchaser agrees that any claim under this contract is a foreseeable loss to the vendor.

9(1) The Vendor further gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchaser of the Property on the date specified in the Contract between the Vendor and the Purchaser ("the Contract") for the payment of the residue as defined in the Contract ("the Due Date") the Vendor will or may suffer the following losses and expenses which the Purchaser shall be required to pay to the Vendor in addition to the interest payable in accordance with the terms of the Contract:

a. All costs associated with obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on such bridging finance.
b. Interest payable by the Vendor under any existing Mortgage over the property calculated from the Due Date.
c. Accommodation expenses necessarily incurred by the Vendor
d. Additional costs and expenses as between the Vendor's representative and the Vendor plus any legal costs.
e. Penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase.
f. If settlement does not occur on the due date and or, at the agreed time, then as a result the settlement is rescheduled for any reason that is not the vendors fault, or if settlement is delayed by more than 30 minutes, the purchaser will be in default.
   If applicable, the financial institution costs or any other third-party costs associated with attending to a delayed or changed settlement time and or date, will be borne solely by the purchaser.
   In the event that settlement time is disputed for any reason, all parties agree that the last lot of written correspondence sent by the vendors representative, will be deemed to be the agreed time for settlement.

10. If the Purchaser consists of more than one person each of them are jointly and severally bound by this Contract. Unless inconsistent with the context words involving gender include all genders and the neuter and words importing the singular number include the plural and vice versa.

11. The Purchaser acknowledges that should this contract be subject to finance of any description, as is noted on the Particulars of Sale in this contract, then General Condition 20.2c is to be deleted and the following sentence is to be inserted; "serves written notice ending the contract on the vendors representative on or by 5.00pm on the approval date".

11. 1. In addition, such notice MUST

- a. Be provided to the Vendors Representative by email means only;
- b. Be generated only from an approved lending institution;
- c. Be signed and dated by the authorised representative of such approved lending institution;
- d. Not be issued by a mortgage broker, loan originator or similar;
- e. Be on a formal letter head from the approved lending institution that the loan application was applied to;

11.2 It is further agreed between the parties –

- a. Any Failure to comply will Special Condition 11.1 (a,b,c,d&e) will not constitute an end to this contract when subject to Finance approval or the like.
- That this contract is now deemed unconditional in relation to finance approval.

11.3 In the event finance decline is advised to the vendors representative in accordance with special condition 11.1.a then the vendor allows such formal decline letter in accordance with special conditions 11.1b,c & d to be provided within 3 business days of the purchaser or their representative advising that finance has been declined. Such letter must be dated as of or before the date of notification to the vendors representative.

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12. If applicable, unless and until a separate assessment of rates taxes and charges is issued in respect of all the lots on the plan, all adjustments between the parties shall be made on the basis that each lot is liable to that proportion of any such rates or outgoing levied or assessed against all the land in the plan which the area of each lot bears to the total number of lots contained in the plan. Adjustments will be completed on a 'paid by the vendor basis' and no monies can be withheld to pay outstanding monies for this lot, if, no separate assessment has been issued by the relevant authority.

13. For paper-based settlements, notwithstanding anything herein contained the purchaser must pay any bank or lender fees and or charges, on all cheques that are required and advised by the vendors representative for settlement, should a paper settlement or any non-electronic settlement, take place to finalise. The location for a paper based settlement will be at the venue of the vendors discretion.

14. The purchaser must and agrees to provide a copy of all certificates purchased by them or obtained in any shape or form, to complete any adjustments. Such searches & or certificates submitted, must have an issue date by the relevant authority, or organisation, issuing such search or certificate of not more than 55 days, prior, to the settlement date.
The date of issue on the relevant search or certificate will be accepted as the date issued by such authority or organisation.
Adjustments and searches or certificates must be submitted to the vendors representative at least 3 business days prior, to the settlement date, but only, via email transmission and any adjustments imputed into the an electronic settlement portal, will not comply with this condition.
The purchaser will not alter, change or remove any information from any certificate submitted with the adjustments.

Failure to comply with the condition: -
The vendor will not be obliged to provide cheque directions, up to 5 business days after the purchaser has complied in full, with this condition. The purchaser agrees that they will be in default of this contract and the Vendor will be entitled to delay settlement by up to a further five business days after receipt of adjustments and searches or certificates in full at the purchaser's expense.
Further to the above: -
Should any search or certificate relied upon by the purchaser as part of the adjustment submission, not be purchased by the purchaser from the relevant authority or organisation, then its agreed that, for any part of the adjustments that was relied upon, but not purchased, to complete the adjustments, then the purchaser will forfeit any ability to re adjust after settlement has been completed. This condition will not merge on settlement.

15. If the purchaser is a Company not listed on a recognized Australian Stock Exchange, then the Company agrees that it will procure at least one of its director's to fill in and sign the 'Guarantee and Indemnity' included in this Contract simultaneously with the Company's execution of this contract. The Directors of the Purchaser Company (if any) shall guarantee the payment of the purchase money and any other moneys payable under this contract by the Purchaser and the performance an observance by the Purchaser the terms, covenants and conditions to be performed and observed by the Purchaser under this contract.
The purchaser will be deemed in default for should they not comply with this condition.

16. Lease – If this property is sold subject to any Commercial Lease & or Residential Tenancy Agreement then the following conditions apply to this contract.
16.1 The purchaser acknowledges having inspected the lease and is deemed to have notice and knowledge of its contents.
16.2 The Purchaser is not entitled to make any objection in relation to the lease.
16.3. Until the purchaser becomes entitled to receipt of rents and profits of the property, the Vendor or the Vendors' agent may, in the normal course of business:
16.3.1 take proceedings against the tenant to secure payment of any outstanding monies due by that tenant;
16.3.2 obtain vacant possession or take such actions as the Vendor deems appropriate;
16.3.3 do whatever it believes is necessary for the proper management of the property and the Vendors' rights and obligations as owner of the freehold.
16.4 The purchaser indemnifies and agrees to keep indemnified and to hold harmless the Vendor against all actions, proceeding, claims, demands, costs and expenses in connection with the lease arising on or after settlement other than as a result of any default by the vendor prior to settlement.
16.5 Notwithstanding Section 1412(1) of the Property Law Act 1958, the Vendor shall retain all rights as landlord in respect of the recover by the Vendor of all rent the outgoings which relate to any period prior to the settlement date.
16.5.1 to the extent that the retention of those rights is ineffective for any reason, the Purchaser must, at the request, direction and expense of the Vendor, exercise its rights under Section 141(2) of the Property Law Act 1958 in respect of the recovery of those monies for the benefit of the Vendor.

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16.5.2 The purchaser covenants to immediately pay to the Vendor all monies paid to or recovered by the Purchaser at any time.
16.5.3 this Special Condition 16.5 will not merge on completion of the sale and purchase, but will continue to have full force and effect.
16.6 Notwithstanding anything contained in this contract to the contrary, the Vendor does not warrant that the Lease will be in place and occupied by the tenant on the settlement date and the Purchaser acknowledges and agrees that the Purchaser shall be obliged to settle notwithstanding that the property may be vacant on the settlement date.

17. Delivery of Transfer of Land (Only for paper-based settlements)
17.1 In addition to General Condition 10 of this contract, the purchaser must deliver a (hard copy) transfer of land that has been signed by the purchaser or their representative in accordance the Transfer of Land Act amendments (as the case may be at the time should a paper settlement be occurring.)
17.2 Further to 17.1, if, it is agreed in writing by the representatives that the settlement date is brought forward to a new agreed date, then the delivery of the transfer will be 10 days prior to the new agreed settlement date.
17.3 The transfer of land MUST be prepared so that the vendors' representative can sign on behalf of the vendor. Licensed Conveyancer.

Consequences
The Purchaser will be in default of this contract should the transfer to the Vendor within the time period prescribed in General Condition 10 (& 17.1 of this contract if applicable), not be delivered. The Vendor will be entitled to extend the Settlement Date for up to 10 days from the Vendors' receipt of the transfer ("Extended Settlement").
The Purchaser will pay to the Vendor interest in accordance with General Condition 33 from the Settlement date to the 'Extended Settlement' date or the date that Settlement does occur, as well costs or expenses incurred by the Vendor or to which the Vendor is entitled under this Contract in the case of default.
In the event that 17.3 is not complied with, it is agreed between all the parties that service of the Transfer in accordance with 17.1, has not been affected whatsoever. Delivery of the transfer will be deemed upon the date in which deliver is received in accordance with 17.3.

18. DUTIES ONLINE
18.1 The purchaser via email, will receive an invitation to complete the purchaser's obligation with the Duties online form/s generated by the State Revenue Office portal for the completion of Duties Online Line obligations of the parties to this contract. The Vendor will endeavor to do complete this invitation at least 3 business days prior to settlement.
18.2 Where the Vendor has initiated the invitation to the purchaser via the online portal and such invitation was initiated 10 business days prior to settlement or more, the purchaser must within 5 business days prior to settlement, complete the purchasers' obligations and sign the online form. The State Revenue office portal indicates the date in which the form was completed by the purchase. Such date in the first instance, will be deemed as the date of completion by the purchaser.
Failure by the Purchaser to complete 18.2, the purchaser will be in default of this contract.
Such failure may inhibit the Vendors ability to sign and complete the vendors obligation with the State Revenue office of Victoria, in this regard prior to Settlement.
18.3 In the event that the purchaser fails to comply with special condition 18.2, the vendor will be able to delay settlement by up to 5 business days from the date noted on the State Revenue Office portal that the form has been signed by the purchaser in the first instance.

19. GST withholding
19.1 In this special condition, section references are to Schedule 1 of the Taxation Administration Act 1953 (CWlth) as amended by Treasury Laws Amendment (2018 Measures No.1) Act 2018 (CWlth) and asterisked terms have the same meanings as when used in that schedule.
19.2 If section 14-255(1) applies to the supply of the property, the vendor must give the purchaser the written notice required by that section at least seven days before settlement.
19.3. If section 14-250 requires the recipient of supply to withhold an amount ('withholding sum') from the consideration payable to the vendor and pay it to the Commissioner, the purchaser must:
a. complete and lodge such online notification forms as the Commissioner may require enabling payment of the withholding sum and;
b. at settlement, comply with section 16-30(3) by giving the vendor a bank cheque payable to the Commissioner for the withholding sum or;

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c. on the settlement date or within such further period (if any) as may be allowed by the Commissioner, pay the withholding sum to the Commissioner, except where the purchaser has complied with sub-paragraph b. or settlement has occurred using an electronic lodgement network operator, the purchaser must provide the vendor with evidence of payment of the withholding sum as soon as practicable after payment.

19.4**.** If the purchaser gives to the vendor at settlement a bank cheque payable to the Commissioner for the withholding sum, the vendor must, on the settlement date or within such further period (if any) as may be allowed by the Commissioner, pay the bank cheque to the Commissioner.

19.5. An amount withheld and paid as required by section 14-250 or applied as described in section 16-30(3) is treated as having been paid to the vendor.

19.6**.** Except as expressly set out in this special condition, the rights and obligations of the parties under this contract including, without restriction, any obligation of the vendor to apply the margin scheme, are unchanged.

19.7**.** In this special condition, 'settlement' means the time when the first *consideration for the *supply (other than consideration provided as a deposit) is first provided.

19.8. The special condition will not merge on settlement.

20. Nomination (GC4 is amended by an additional sentence as follows)

"20.1 (a) The common law right of nomination is excluded, and the Purchaser must only nominate an additional or substitute transferee in accordance with this Special Condition 20.2.

(b) All nominations of an additional or substitute transferee must first be approved by the Vendor (which approval may be withheld at its sale discretion notwithstanding the Purchaser's submission of the documents required under Special Conditions 20.1(c)(ii), 20.3 and 20.4).

(c) If the Purchaser proposes to nominate a substitute or additional transferee, the Purchaser:

(i) acknowledges and agrees that the Vendors not obliged to approve the nomination and/or return the Deposit in exchange for the deposit provided by the substitute or additional transferees; and

(ii) must deliver to the Vendor for approval no later than 10 Business Days before the Due Date:

20.2

(a) a completed nomination deed as attached per 'Annexure A':

(b) pursuant to which the nominee agrees to be bound by the terms of this Contract as if the nominee was a party to this Contract save and except, where applicable, the terms under which the Purchaser obtains a benefit (including any rebate) from the Vendor; and

(c) properly completed with the relevant particulars and executed by the Purchaser, nominee purchaser and any guarantor under any Guarantee; and

(d) a completed digital duties form (or such other documentation required by the State Revenue Office in respect of nominations) containing complete and accurate particulars about the nomination and nominee;

(e) the nomination deed in the form contained in 'Annexure A' properly completed with the relevant particulars and executed by the Purchaser, nominee purchaser and any guarantor under any Guarantee;

(f) all other information and/or documents required under this Special Condition 20

20.3 Where the Vendor's approval is withheld, the Purchaser 'acknowledges and agrees that the Purchaser (and not the nominee) is the party liable for the completion of the Contract.

20.4 The amount payable by the nominee to the Vendors representative for Five Hundred and Fifty Dollars (including GST), in respect of costs payable by the nominee under the nomination deed must be transferred to the Vendors representatives account within Two days of submission. At the discretion of the vendors representative, this amount may be able to be paid on settlement and disclosed via the adjustments."

20.5 Purchaser's liability

(a) The Purchaser may nominate a substitute or additional transferee's, but the named purchaser remains personally liable for the due performance of all the Purchaser's obligations under this Contract. .

20.6 The Purchaser indemnifies the Vendor against any claim, action, loss, damage, liability or cost that may be brought against the Vendor and/or the Developer or which the Vendor and/or the Developer may pay, sustain or incur in respect of any matter (including duty) 'arising from a nomination of a substitute or additional transferee.

Consequences: Failure to comply with one or more of these conditions the purchaser will in default. Separately if the purchaser fails to comply with specified condition 20.1(c)(ii) then the vendor may extend settlement 5 business days after the date in which the nomination is received with penalty interest being payable by the purchaser.

Sale by Auction

21. The property is offered for sale by auction, subject to the vendor's reserve price. The Rules for the conduct of the auction shall be set out in Schedule 1-5 to the Sale of Land (Public Auction Regulations 2014), or any rules prescribed by regulation which modify or replace those rules.

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22. The vendor makes no representation or gives any warranties whatsoever with respect to any solar panels or inverter installed on the property herby sold in relation to their condition, state or repair, fitness for purpose, their in-put, feed in tariff or any benefits arising from the electricity generated by any solar panels, save that they are owned by the vendor and not encumbered in any way. The purchaser acknowledges that any current arrangements with any energy supplier shall cease on the settlement.

23. It is hereby acknowledged and agreed by the Purchaser that :-

A. If the Vendor has disclosed one or more Material Facts in this Contract or in the Section 32 Vendor Disclosure Statement attached hereto (jointly and severally "Material Fact", and including any related attachments, including, but not limited to, any Notices or Orders served, known to the Vendor and disclosed herewith unless the Vendor has by Special Condition elsewhere in this Contract expressly agreed to remedy or comply with that Notice or Order),

B. That Material Fact constitutes the whole of the Vendor's significant knowledge of that issue,

and, unless expressly stated to the contrary in another Special Condition in this Contract, the Purchaser hereby Agrees and: -

23.1 Acknowledges that a full and true disclosure of these matters to the knowledge of the Vendor is hereby and in the attached related "Section 32" Vendor's Statement annexed to this Contract given, and that the Purchaser has read and understood the disclosure so given;

23.2 Admits that it has made its own enquiries in relation to the Material Fact;

23.3 Admits that the Vendor makes no warranty whatsoever in relation to any aspect surrounding the Material Fact and that, notwithstanding any implication, application or reading of General Condition 21, if the Purchaser can and chooses, or is required to, action, or contribute, financially or otherwise to any matter arising from the Material Fact, agrees not to call upon the Vendor to perform any attendances whatsoever in relation to the Material Fact, or to provide or contribute to any costs thereof;

23.4 that no other party or person may be aware of the Material Fact, or that if they are, that they view interpret or understand the Material Fact in the same way as the Vendor;

23.5 All recommended, required or desired attendances, if any, arising from the Material Fact shall from the Day of Sale become the sole responsibility of the Purchaser and at the Purchaser's cost in all things;

23.6 Admits that it shall have no objection to title or other rights against the Vendor or against the agents or servants of the Vendor in relation to any Material Fact;

23.7 Admits that it buys the Property on its own investigations in that regard;

23.8 Admits that it will not delay Settlement, deduct or offset any monies at Settlement, make any claim for compensation from the Vendor, and that is has no entitlement to compensation from the Vendor, whatsoever in relation to any Material Fact, and

23.9 Hereafter releases and indemnifies and keeps indemnified the Vendor from all related costs, claims, actions, losses or the like whatsoever related to the Material Fact.

24. If on or before the day of sale, the Vendor has affixed, applied or installed implements on the walls of the building or the property for the purpose of displaying picture or other decorative items, the Vendor will not be required or obliged to remove such implements if such items are removed, or to restore or reinstate the walls and the Purchaser buys the property subject to the condition of the walls the day of sale.
(a) The Purchaser acknowledges that the Vendor has affixed, applied and/or installed fixtures & fittings on the walls of the property for the purposes of, but not limited to hanging pictures, shelving and/or TV brackets. The Purchaser will not call upon the Vendor to repair, rectify and/or reinstate any item or condition of the walls and doors of the dwelling.
(b) The Purchaser acknowledges the provisions of General Condition 31 and will not call upon the Vendor to clean, maintain, repair or replace any fixtures, fittings or any item included in the sale of this property.
(c) All parties agree that general condition 31.4 does not apply to this contract.

Commercial or Industrial Properties.
25. In the event that the property comes within the definition of a Commercial or Industrial property then 'Commercial and Industrial Property Tax ('CIPT') will apply to the purchaser for all contracts signed from the 1st of July 2024. The purchaser acknowledges that stamp duty is replaced with 'CIPT' and has made any necessary enquiries in relation to same and any implications that this may have and dissolves the vendor of any liability in relation to 'CIPT'
25.1. Should an Owners Corporation ('OC') be applicable and 'CIPT' also be applicable then the purchasers acknowledges that the 'OC' has the right to raise special levies after the day of sale to meet any liability which cannot at this time be quantified by the vendor. The purchaser agrees that they have made any such investigation in this regard. The purchaser agrees that in the event that the 'OC' raises a special levy that the purchaser will be solely responsible for the payment of same on settlement and release the vendor from any responsibility to any special levy that has been raised.
25.2. In the event that the Vendor qualified under the Australian Property Classification Code ('AVPCC') of which should be shown on a Council Land Information Certificate and on a State Revenue Office Clearance Certificate then the purchaser acknowledges that they will be responsible for the taking over of such loan & or agreement and will make provisions for the adjustment, in the statement of adjustments & provide the vendor with any such paperwork needed for this to take effect or;

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25.2.a. The purchaser can opt to payout in full on settlement the current 'AVPCC' liability of which will be shown in the statement of adjustments, provided a payout in full, option is available under the 'AVPCC' terms and conditions.

26. The property is offered for sale by auction, subject to the vendor's reserve price. The Rules for the conduct of the auction shall be set out in Schedule 1 to the Sale of Land (Public Auction Regulations 2014), or any rules prescribed by regulation which modify or replace those rules.

27. All parties agree that only the conditions contained are in the original contract, of which was prepared by the vendors representative are binding on the vendor. No other special conditions or the like, added by any party, to any other part of this contract, will be binding on the vendor unless, documented in the area below headed 'Additional Special Conditions' and conclude prior to the to the end of this page.

'Additional Special Conditions'

27.1. Any additional special condition (outside of the original contract prepared on behalf of the vendor by the vendor's representative) must only be written in per special condition 27 to be binding, it must be counter-signed or initialed by all parties involved on this page. Any condition written outside of this specified area will have no binding effect on the vendor whatsoever.
Essential Term Of The Contract – This condition is an essential term of the contract and highlighted showing its importance to all parties.

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END OF SPECIAL CONDITIONS ("SC")

AUCTIONEER STATEMENTS AT PUBLIC AUCTIONS

1. Today's auction will be conducted in accordance with the rules in Schedule 1 of the Sale of Land Regulations 2005 (hereinafter called "the Regulations") or if any co-owner intend to bid Schedules 2,3 and 4 of the Regulations as applicable, together with any additional conditions that were made available for inspection before the start if the auction.
2. I will indicate bidders on request.

Forbidden activities at auctions

The law forbids-

- any person bidding for a vendor other than-
- the auctioneer (who can only make bids for a vendor who does not intend to purchase the property form their co-owner or co-Owners Or
- a representative of a vendor who is co-owner of the property wishing to purchase the property from their co-owner or co-owners
- the auctioneer taking any bid that he or she knows was made on behalf of the Vendor, unless it's is made by the vendor (or their representative) who is a co-owner wishing to purchase the property.
- the auctioneer acknowledging a bid if no bid was made.
- Any person asking another person to bid on behalf of the vendor, other than the vendor who is co-owner engaging a representative to bid for them.
- Any person falsely claiming or falsely acknowledging that he or she made a bid.
- An intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

3. The law provides for substantial penalties for any person who engages in prohibited conduct.

4. During the auction, I will say "VENDOR BID" when I make bids on behalf of a vendor who is not bidding to purchase the property.

IF THE PROPERTY IS OWNED BY TWO OR MORE PERSONS THE FOLLOWING RULES APPLY TO ALL CO-OWNERS INTENDING TO BID

(if there are no co-owners, these rules do not apply)

ONE VENDOR INTENDS TO BID TO PURCHASE

The property is co-owned by two vendors and one of the two co-owners intends to bid to purchase the property at this auction form their co-owner-

The rules set out in Schedule 2 of the Regulations apply

(a) The vendor intending to bid to purchase the property from their co-owner may make bids personally, or through a representative, but not through the auctioneer.

(b) Only I, the Auctioneer can make a bid on behalf of the vendor who is not bidding to purchase the property and

(c) During the auction, I will say "VENDOR BID" when I make a bid on behalf of the vendor not bidding to purchase the property.

SOME VENDORS INTEND TO BID TO PURCHASE

The property is co-owned by more than two vendors and one or more (but not all) of the vendors intend to bid to purchase the property at this auction-

The rules set out I Schedule 3 of the Regulations apply

(a) The vendor intending to bid to purchase the property may make bids themselves or through a representative, but not through the auctioneer.

(b) Only I, the Auctioneer can make a bid on behalf of the vendor who is not bidding to purchase the property and

(c) During the auction, I will say "VENDOR BID" when I make a bid on behalf of the vendor not bidding to purchase the property.

ALL VENDORS INTEND TO BID TO PURCHASE

The property is co-owned by two or more vendors and each and all of the vendors intend to bid to purchase the property at this auction-

The rules set out in Schedule 4 of the Regulations apply

(a) The vendor intending to bid to purchase the property may make bids themselves or through a representative, but not through the auctioneer.

(b) I cannot make a bid at this auction

INFORMATION ONLY

Sale of Land Regulations 2005
SCHEDULE 5
INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

Meaning of Vendor
The vendor is the person who is selling the property that is being auctioned.
There may be more than one vendor. Where there are two or more vendors, they are selling the property as co-owners.

Bidding by Co-owners
Where there are two or more vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The vendor or vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the auctioneer.

Vendor Bids
The law of Victoria allows vendors to choose to have bids made for them by the auctioneer. If this is the case, it will be stated as the first rule applying to the auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners.
The auctioneer can only make a vendor bid if-
• the auctioneer declares before bidding that he or she can make bids on behalf of a vendor, and states how these bids will be made; and
• the auctioneer states when making the bid that it is for the vendors. The usual way for an auctioneer to indicate that he or she is making a vendor bid is to say "VENDOR BID" in making the bid.

What rules and conditions apply to the auction?
Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction.
It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirements. The additional conditions are usually contained in the contact of Sale.

Copies of the rules
The law requires that a copy of the rules and conditions that are to apply a public auction of land be made available for public inspection a reasonable time before the auction starts and, in any case, not less than 30 minutes before the auction starts.

Questions
A person at a public auction of land may ask the auctioneer in good faith a reasonable number of questions about the property being sold, the contract of sale, the rules under the auction is being conducted and the conduct of the auction.

Forbidden activities at auctions
The law forbids-
- any person bidding for a vendor other than-
- the auctioneer (who can only make bids for a vendor who does not intend to purchase the property form their co-owner or co-owners
Or
- a representative of a vendor who is co-owner of the property wishing to purchase the property from their co-owner or co-owners
- the auctioneer taking any bid that he or she knows was made on behalf of the Vendor, unless it's is made by the vendor (or their representative) who is a co-owner switching to purchase the property.
- the auctioneer acknowledging a bid if no bid was made.
- Any person asking another person to bid on behalf of the vendor, other than the vendor who is co-owner engaging a representative to bid for them.
- Any person falsely claiming or falsely acknowledging that he or she made a bid.
- An intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land. Substantial penalties apply to any person who does any of the things in this list.

Who made the bid?
At any time during a public auction of land, a person at the auction may ask the auctioneer to indicate who made a bid. Once such a request has been made, the auctioneer is obliged by law to comply with such a request before taking another bid.

It is an offence to disrupt an auction
The law forbids an intending bidder or person acting on behalf of an intending bidder from doing anything with the intention or preventing or causing a major disruption to, or causing the cancellation of, a public auction of land.

The cooling off period does not apply to public auctions of land
If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction, there is no cooling off period.

What law applies
The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the **Sale of Land Act 1962** or sale of land Regulations 2005. Copies of those laws can be found at the following web site: www.dms.dpc.vic.gov.au under the title "Law Today".

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RULES FOR THE CONDUCT OF THIS AUCTION

The property is offered for sale by public auction, subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1, 2,3, and 4 of the Sale of Land Regulations 2005 as applicable (hereinafter called "the Regulations") or any rules prescribed by regulation which modify or replace those rules.

The applicable GENERAL RULES FOR THE CONDUCT OF THIS PUBLIC AUCTION OF LAND are as set out in Schedule 1 and are as follows:-

1. The Auctioneer may make one or more bids on behalf of the vendors of the land an any time during the auction, unless the auction is conducted in accordance with schedule 4 of the Regulations as set out hereunder.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from the sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. If the reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

Rules to apply should any co-owner notify the vendors agent (prior to the commencement of this auction) of his intention to bid to purchase the property

- The Auctioneer may make one or more bids on behalf of a vendor or vendors who do not intend to purchase the property from any co-owner or co-owners (if applicable) at any time during the auction unless the auction is conducted in accordance with - ----
- Schedule 4 of the Regulations as set out hereunder.

One Vendor intends to bid – (Schedule 2)

(a) If the property at this auction is co-owned by two vendors and one of the vendors intend to bid to purchase the property at this auction from their co-owner, that vendor may make bids personally, or through a representative, but not through the auctioneer. Only the auctioneer can make bid for the other vendor. Some Vendor intend to bid – (schedule 3)

(b) If the property at this auction is co-owned by more than two vendors and one or more (but not all) of the vendors intend to bid to purchase the property at this auction, they may make bids themselves or through a representative, but not through the auctioneer. Only the auctioneer can make a bid for vendor or the vendors not bidding to purchase the property.

All Vendors intend to bid- (schedule 4)

(c) If the property at this auction is co-owned by two or more vendors and each and all of the vendors intend to bid to purchase the property at this auction, they may make bids themselves or through a representative, but not through the auctioneer. **The auctioneer cannot make a bid at this auction.**

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CONTRACT OF SALE - GENERAL CONDITIONS (GC)

(November 2019)

CONTRACT SIGNING

1. ELECTRONIC SIGNATURE

1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

TITLE

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:
(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
(b) any reservations, exceptions and conditions in the crown grant; and
(c) any lease or tenancy referred to in the particulars of sale.
5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6 VENDOR WARRANTIES

6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd**.**
6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
6.3 The vendor warrants that the vendor:
(a) has, or by the due date for settlement will have, the right to sell the land; and
(b) is under no legal disability; and
(c) is in possession of the land, either personally or through a tenant; and
(d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party right's which have priority over the interest of the purchaser; and
(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
(a) public rights of way over the land;
(b) easements over the land;
(c) lease or other possessory agreement affecting the land;
(d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
(e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

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6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
(b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
(c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
7.2 The purchaser may not:
(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
(b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
(a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
(b) keep the date of birth of the vendor secure and confidential.
11.4 The vendor must ensure that at or before settlement, the purchaser receives—
(a) a release from the secured party releasing the property from the security interest; or
(b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
(c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
(a) that—
(i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or
(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—

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(a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
11.7 A release for the purposes of general condition 11.4(a) must be in writing.
11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
11.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
(b) any reasonable costs incurred by the vendor as a result of the delay—
as though the purchaser was in default.
11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.
11.15 Words and phrases which are defined in the *Personal Property Securities Act* 2009 (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act* 1958.
13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
13.5 The purchaser is taken to have accepted the vendor's title if:
(a) 21 days have elapsed since the day of sale; and
(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
13.6 The contract will be at an end if:
(a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
(b) the objection or requirement is not withdrawn in that time.
13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither
13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act* 1958.

MONEY

14. DEPOSIT

14.1 The purchaser must pay the deposit:
(a) to the vendor's licensed estate agent; or
(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
(a) must not exceed 10% of the price; and

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(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
14.3 The deposit must be released to the vendor if:
(a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
(i) there are no debts secured against the property; or
(ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
(c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.
14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act* 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
14.7 Payment of the deposit may be made or tendered:
(a) in cash up to $1,000 or 0.2% of the price, whichever is greater; or
(b) by cheque drawn on an authorised deposit-taking institution; or
(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
However, unless otherwise agreed:
(d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution must be paid by the remitter.
14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
(a) settlement;
(b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
16.2 In this general condition:
(a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and

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(b) “bank” means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor’s legal practitioner or conveyancer on the first to occur of:
(a) settlement;
(b) the date that is 45 days before the bank guarantee expires;
(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

17.1 At settlement:
(a) the purchaser must pay the balance; and
(b) the vendor must:
(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
18.3 Each party must:
(a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
(b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
(c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
18.4 The vendor must open the electronic workspace (“workspace”) as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 “the transaction” means this sale and purchase and any associated transaction involving any of the same subscribers.
To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
(a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
(b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser’s incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
18.6 Settlement occurs when the workspace records that:
(a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or

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(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
18.7 The parties must do everything reasonably necessary to effect settlement:
(a) electronically on the next business day, or
(b) at the option of either party, otherwise than electronically as soon as possible –
if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
18.9 The vendor must before settlement:
(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
(c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
(a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
(b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
(c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
(d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
(a) the parties agree that this contract is for the supply of a going concern; and
(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
19.7 In this general condition:
(a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act* 1999 (Cth); and
(b) 'GST' includes penalties and interest.

20. LOAN

20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
(a) immediately applied for the loan; and
(b) did everything reasonably required to obtain approval of the loan; and
(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
(d) is not in default under any other condition of this contract when the notice is given.
20.3 All money must be immediately refunded to the purchaser if the contract is ended.

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21. BUILDING REPORT

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

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

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

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

(c) is not then in default.

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

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

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

22. PEST REPORT

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

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

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

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

(c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

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

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

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

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

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

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

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

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

24.5 The purchaser must:

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

(b) ensure that the representative does so.

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24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
(b) promptly provide the vendor with proof of payment; and
(c) otherwise comply, or ensure compliance, with this general condition;
despite:
(d) any contrary instructions, other than from both the purchaser and the vendor; and
(e) any other provision in this contract to the contrary.
24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
(a) the settlement is conducted through an electronic lodgement network; and
(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth*) must be given to the purchaser at least 5 business days before the due date for settlement.
24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth),* and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
25.6 The purchaser must:
(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
(b) ensure that the representative does so.
25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
(c) otherwise comply, or ensure compliance, with this general condition;
despite:

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(d) any contrary instructions, other than from both the purchaser and the vendor; and
(e) any other provision in this contract to the contrary.
25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
(a) settlement is conducted through an electronic lodgement network; and
(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
(a) so agreed by the vendor in writing; and
(b) the settlement is not conducted through an electronic lodgement network.
However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
25.10 A party must provide the other party with such information as the other party requires to:
(a) decide if an amount is required to be paid or the quantum of it, or
(b) comply with the purchaser's obligation to pay the amount,
in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
25.11 The vendor warrants that:
(a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
(a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
(b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late

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26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.
26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
27.3 A document is sufficiently served:
(a) personally, or
(b) by pre-paid post, or

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(c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
(d) by email.
27.4 Any document properly sent by:
(a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale and does not relate to periodic outgoings.
28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale and does not relate to periodic outgoings.
28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

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

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act* 1962; and
(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
30.2 While any money remains owing each of the following applies:
(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
(h) the purchaser must observe all obligations that affect owners or occupiers of land;
(i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

31.1 The vendor carries the risk of loss or damage to the property until settlement.
31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2 but may claim compensation from the vendor after settlement.
31.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

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

32. BREACH

A party who breaches this contract must pay to the other party on demand:
(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
(b) any interest due under this contract as a result of the breach.

DEFAULT

33. INTEREST

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

34. DEFAULT NOTICE

34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
34.2 The default notice must:
(a) specify the particulars of the default; and
(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
(i) the default is remedied; and
(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
35.2 The contract immediately ends if:
(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
(b) the default is not remedied, and the reasonable costs and interest are not paid by the end of the period of the default notice.
35.3 If the contract ends by a default notice given by the purchaser:
(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
(b) all those amounts are a charge on the land until payment; and
(c) the purchaser may also recover any loss otherwise recoverable.
35.4 If the contract ends by a default notice given by the vendor:
(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
(b) the vendor is entitled to possession of the property; and
(c) in addition to any other remedy, the vendor may within one year of the contract ending either:
(i) retain the property and sue for damages for breach of contract; or
(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

INFORMATION ONLY

DUE DILIGENCE CHECKLIST

What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting the http://www.consumer.vic.gov.au/duediligencechecklist (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses **y subject to an owners corporation?**

If the property is part of a subdivision with common property such as driveways or grounds, it may be subject to an owners corporation. You may be required to pay fees and follow rules that restrict what you can do on your property, such as a ban on pet ownership.

Growth areas

Are you moving to a growth area?

You should investigate whether you will be required to pay a growth areas infrastructure contribution.

Flood and fire risk

Does this property experience flooding or bushfire?

Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

Rural properties

Moving to the country?

If you are looking at property in a rural zone, consider:

• Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.

• Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.

• Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land.?

Is there any earth resource activity such as mining in the area?

You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

You should consider whether past activities, including the use of adjacent land, may have caused contamination at the site and whether this may prevent you from doing certain things to or on the land in the future.

Land boundaries

Do you know the exact boundary of the property?

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

Planning controls

Can you change how the property is used, or the buildings on it?

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encumbrances – on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

INFORMATION ONLY

Are there any proposed or granted planning permits?
The local council can advise you if there are any proposed or issued planning permits for any properties close by. Significant developments in your area may change the local 'character' (predominant style of the area) and may increase noise or traffic near the property.

Safety

Is the building safe to live in?
Building laws are in place to ensure building safety. Professional building inspections can help you assess the property for electrical safety, possible illegal building work, adequate pool or spa fencing and the presence of asbestos, termites, or other potential hazards.

Building permits

Have any buildings or retaining walls on the property been altered, or do you plan to alter them?
There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

Are any recent building or renovation works covered by insurance?
Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

Utilities and essential services

Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?
Unconnected services may not be available or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

Buyers' rights

Do you know your rights when buying a property?
The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights.

CONSUMER AFFAIRS VICTORIA

INFORMATION ONLY

The following Guarantee shall be executed by each person who executed this Contract for and on behalf of the Purchaser (if not the same person) and by each Director of the Purchaser (if the Purchaser is a Corporation):

GUARANTEE and INDEMNITY

1/We, ... of .....

and ..... of .....

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

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

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

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

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

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

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

this ..... day of ..... 20.....

SIGNED SEALED AND DELIVERED by the said)
)
Print Name.....) .....

in the presence of:) Director (Sign)
)
Witness.....)

SIGNED SEALED AND DELIVERED by the said)
)
Print Name.....) .....

in the presence of:) Director (Sign)
)
Witness.....)

INFORMATION ONLY

Vendor/supplier GST withholding notice

Pursuant to section 14-255 Schedule 1 *Taxation Administration Act 1953* (Cwlth)

To:

Purchaser/recipient: _____

Property address: 14 Tooten Road, Wollert VIC 3750

Lot no.: 122 **Plan of subdivision: 701914**

The Purchaser/recipient is not required to make a payment under section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cwlth) in relation to the supply of the above property.

INFORMATION ONLY

MATERIAL FACTS

The vendor discloses the following material facts:
(If blank then none known)

INFORMATION ONLY

C O N T R A C T O F S A L E

Ph: 1300775754 – Compare other quotes to ours!
Quote - https://www.conveyancingmelbourne.net.au/conveyancing-services-for-buying-a-property/pricing

INFORMATION ONLY

Conveyancing Victoria Melbourne
Web: www.conveyancingmelbourne.net.au Ph: 03 9603 0330 Email: conveyvic@gmail.com

Vendor Statement

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act* 1962.

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract. The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Land	14 Tooten Road, Wollert	
Vendor's name	Paul Robert CLARKSON	**Date** 11/9/2025
Vendor's signature	x	
Vendor's name		**Date** / /
Vendor's signature	x	
Purchaser's name		**Date** / /
Purchaser's signature	x	
Purchaser's name		**Date** / /
Purchaser's signature	x	

INFORMATION ONLY

1. FINANCIAL MATTERS

1.1 **Particulars of any Rates, Taxes, Charges or Other Similar Outgoings** (and any interest on them)

(a) ☒ Their total **does not exceed**: $25000

OR

(b) ☐ Are contained in the attached certificate/s.

OR

(c) ☐ Their amounts are:

	Authority		**Amount**		**Interest** (if any)
(1)	**Whittlesea City Council**	(1)	$	(1)	$
(2)	**Yarra Valley Water**	(2)	$	(2)	$
(3)	**State Revenue Office**	(3)	$	(3)	$
(4)		(4)	$	(4)	$

(d) ☐ There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in the items above; other than any amounts described in this rectangular box. $

1.2 **Particulars of any Charge** (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

$ To

Other particulars (including dates and times of payments): *Not Applicable

1.3 **Terms Contract**

This section 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

☐ Attached is an 'Additional Vendor Statement'

1.4 **Sale Subject to Mortgage**

This section 1.4 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

☐ Attached is an 'Additional Vendor Statement'

INFORMATION ONLY

1.5. Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No. 110
Is the land tax reform scheme land within the meaning of the CIPT Act?	☐YES ☒NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR ☒ Not applicable

2. INSURANCE

2.1 Damage and Destruction

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

(a) Attached is a copy or extract of any policy of insurance in respect of any damage to or destruction of the land.

OR

(b) Particulars of any such policy insurance in respect of any damage to or destruction of the land are as follows:

Name of insurance company:	
Type of policy:	Policy no:
Expiry date:	Amount insured:

2.2 Owner Builder

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence.

(a) ☐ Attached is a copy or extract of any policy of insurance required under the Building Act 1993.

OR

(b) ☐ Particulars of any required insurance under the Building Act 1993 are as follows:

Name of insurance company:	
Policy no:	Expiry date:

Note: There may be additional legislative obligations in respect of the sale of land on which there is a building or on which building work has been carried out.

INFORMATION ONLY

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

(a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered):

☒ Is in the attached copies of title document/s

OR

☐ Is as follows:

(b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

To the best of the vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.
The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered on the certificate of title or title plan.

3.2 Road Access

There is NO access to the property by road if the square box is marked with an 'X' ☐

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act* 1993 if the square box is marked with an 'X' ☐

3.4 Planning Scheme

☐ Attached is a certificate with the required specified information.

OR

☒ The required specified information is as follows:

(a)	Name of planning scheme	Whittlesea City Council Planning Scheme
(b)	Name of responsible authority	Whittlesea City Council
(c)	Zoning of the land	General Residential Zone, (See also attached property report)
(d)	Name of planning overlay	Refer to the attached report, if applicable

INFORMATION ONLY

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge:

☐ Are contained in the attached certificates and/or statements

OR

☐ Are as follows

4.2 Agricultural Chemicals

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

4.3 Compulsory Acquisition

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act* 1986 are as follows:

5. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act* 1993 in the preceding 7 years (required only where there is a residence on the land):

☐ Are contained in the attached certificate

OR

☐ Are as follows:

INFORMATION ONLY

6. OWNERS CORPORATION

This section 6 only applies if the land is affected by an owner's corporation within the meaning of the *Owners Corporations Act* 2006.

6.1 ☐ Attached is a current owner's corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporations Act* 2006.

OR

6.2 ☐ Attached is the information prescribed for the purposes of section 151(4)(a) of the *Owners Corporations Act* 2006 and the copy documents specified in section 151(4)(b)(i) and (iii) of that Act.

OR

6.3 ☐ The owner's corporation is an inactive owner's corporation.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act* 1987.

7.1 Work-in-Kind Agreement

This section 7.1 only applies if the land is subject to a work-in-kind agreement.

(a) The land is NOT to be transferred under the agreement unless the square box is marked with an 'X' ☐

(b) The land is NOT land on which works are to be carried out under the agreement (other than Crown land) unless the square box is marked with an 'X' ☐

(c) The land is NOT land in respect of which a GAIC is imposed unless the square box is marked with an 'X' ☐

7.2 GAIC Recording

This section 7.2 only applies if there is a GAIC recording.

Any of the following certificates or notices must be attached if there is a GAIC recording.
The accompanying boxes marked with an 'X' indicate that such a certificate or notice that is attached:

(a) Any certificate of release from liability to pay a GAIC ☐

(b) Any certificate of deferral of the liability to pay the whole or part of a GAIC ☐

(c) Any certificate of exemption from liability to pay a GAIC ☐

(d) Any certificate of staged payment approval ☐

(e) Any certificate of no GAIC liability ☐

(f) Any notice providing evidence of the grant of a reduction of the whole or part of the liability for a GAIC or an exemption from that liability ☐

(g) A GAIC certificate issued under Part 9B of the Planning and Environment Act 1987 must be attached if there is no certificate or notice issued under any of sub-sections 7.2 (a) to (f) above ☐

INFORMATION ONLY

8. SERVICES

The services which are marked with an 'X' in the accompanying square box are NOT connected to the land:

Electricity supply ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☐

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) **Registered Title**

A Register Search Statement and the document, or part of a document, referred to as the "diagram location" in that statement which identifies the land and its location.

OR

☐ (b) **General Law Title**

The last conveyance in the chain of title or other document which gives evidence of the vendor's title to the land.

9.2 ☐ Evidence of the vendor's right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple).

10. SUBDIVISION

10.1 **Unregistered Subdivision**

This section 10.1 only applies if the land is subject to a subdivision which is not registered.

(a) ☐ Attached is a copy of the plan of subdivision certified by the relevant municipal council if the plan is not yet registered.

(b) ☐ Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.

10.2 **Staged Subdivision**

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act* 1988.

(a) ☐ Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with are as follows:

INFORMATION ONLY

(c) The proposals relating to subsequent stages that are known to the vendor are as follows:

(d) The contents of any permit under the *Planning and Environment Act* 1987 authorising the staged subdivision are:

10.3 **Further Plan of Subdivision**

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act* 1988 is proposed.

(a) ☐ Attached is a copy of the plan which has been certified by the relevant municipal council (if the later plan has not been registered).

(b) ☐ Attached is a copy of the latest version of the plan (if the later plan has not yet been certified).

11. DISCLOSURE OF ENERGY INFORMATION

(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act* 2010 (Cth)

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

☐ Are contained in the attached building energy efficiency certificate.

OR

☐ Are as follows:

12. DUE DILIGENCE CHECKLIST

(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)

INFORMATION ONLY

13. POOL or SPA

☐ The property has an outdoor pool or spa

14. ATTACHMENTS

(Any certificates, documents and other attachments may be annexed to this section 13)

(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

1. Register Search Statement Volume 11515 Folio 421
2. Copy of Plan
3. Covenant
4. Agreement
5. BYPA Report
6. Council Bill
7. Water Bill
8. Land Tax Bill
9. Property Report
10. Planning Property Report

INFORMATION ONLY

ANNEXURE A

Nomination Deed

Relating to a Contract between:
Vendor: Paul Robert CLARKSON

Purchaser: _____

and/or Nominee

Property: 14 Tooten Road, Wollert VIC 3750

Nominee: _____

Guarantor:

1. Under the conditions of the Contract, the Purchaser nominates the Nominee as substitute/additional purchaser to take a transfer or conveyance of the Property [in substitution for/addition to] the Purchaser.

2. This deed operates as a deed poll by the Purchaser and the Nominee in favour of the Vendor and may be relied on and enforced by the Vendor in accordance with its terms even though the Vendor is not a party to it.

3. The Purchaser and the Nominee acknowledge that, from the date of this deed, they will be jointly and severally liable for:

3.1 the due performance of the Purchaser's obligations under the Contract; and

3.2 payment of any expenses resulting from the nomination under this deed (including any duty).

4. The Guarantor acknowledges that the nomination of the Nominee does not vitiate the Guarantor's obligations.

5. The Purchaser and the Nominee warrant to the Vendor that the Nominee is not obliged by the *Foreign Acquisitions and Takeovers Act*1975 (Cth) to furnish notice to the Treasurer of its intention to acquire an interest in the Property.

6. The Purchaser and the Nominee agree that if the warranty in clause 5 of this deed is breached, the Purchaser and the Nominee must indemnify the Vendor against any penalties, fines, legal costs, claims, losses or damages which the Vendor suffers as a direct or indirect result of a breach of that warranty.

7. The Nominee indemnifies the Vendor from and against all loss and damage the Vendor may suffer or incur if the:
   8.1 Purchaser fails to comply with any of its obligations under the Contract; and/or
   8.2 Nominee fails to comply with any of its obligations under this deed.

8. The Nominee covenants to reimburse to the Vendor all reasonable costs it incurs in connection with advice from its representative on the warranties and indemnities given by the Nominee under this deed. The Nominee acknowledges that the amount of those costs as stated in the Contract are reasonable and payable by it under this deed.

INFORMATION ONLY

Executed and delivered as a deed poll on the ____ day of _____ 20__

Purchaser(s)

(IF COMPANY)

Executed by ACN: }
in accordance with s 127(1) of the *Corporations Act2001*: }

....
Signature of Director Signature of Director/Company Secretary

....
Print full name Print full name

Executed by ACN: }
in accordance with s 127(1) of the *Corporations Act2001*: }

.....
Signature of Sole Director and Sole Company Secretary .....
Print full name/s

(IF INDIVIDUAL PURCHASER/S)

Signed sealed and delivered by
(Named Purchaser/s in Contract) _____ }

(Named Purchaser/s in Contract) _____ }

Signed _____ Signed_____}

in the presence of:

....}
Witness Witness

INFORMATION ONLY

NOMINEE(S)

(IF COMPANY)

Executed by ACN: }
in accordance with s 127(1) of the *Corporations Act2001*: }

....
Signature of Director Signature of Director/Company Secretary

....
Print full name Print full name

Executed by ACN: }
in accordance with s 127(1) of the *Corporations Act2001*: }

.....
Signature of Sole Director and Sole Company Secretary .....
Print full name/s

(IF INDIVIDUAL/S)

Signed sealed and delivered by
(Named Nominee) _____ }

(Named Nominee) _____ }

Signed _____ Signed_____}

in the presence of:

....}
Witness Witness

END

INFORMATION ONLY

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

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

VOLUME 11515 FOLIO 421

Security no : 124128002079J
Produced 11/09/2025 02:15 PM

LAND DESCRIPTION

Lot 122 on Plan of Subdivision 701914S.
PARENT TITLE Volume 09077 Folio 193
Created by instrument PS701914S 20/08/2014

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
PAUL ROBERT CLARKSON of UNIT 203 38 STATION STREET FERNTREE GULLY VIC 3156
AQ887302X 04/04/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX648824Q 17/01/2024
HSBC BANK AUSTRALIA LTD

COVENANT PS701914S 20/08/2014

COVENANT AL378543G 24/09/2014

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

AGREEMENT Section 173 Planning and Environment Act 1987
AL148303N 13/06/2014

DIAGRAM LOCATION

SEE PS701914S FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 14 TOOTEN ROAD WOLLERT VIC 3750

ADMINISTRATIVE NOTICES

NIL

eCT Control 18478R FIRST LEGAL
Effective from 17/01/2024

DOCUMENT END

INFORMATION ONLY

Imaged Document Cover Sheet

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Document Type	**Plan**
Document Identification	**PS701914S**
Number of Pages (excluding this cover sheet)	**6**
Document Assembled	**11/09/2025 14:15**

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INFORMATION ONLY

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Signed by Council: Whittlesea City Council, Council Ref: 607717, Original Certification: 19/12/2012, Recertification: 22/04/2014, S.O.C.: 06/08/2014

PLAN OF SUBDIVISION

STAGE NO. ----

LRS use only. **EDITION 1**

Plan Number **PS701914S**

Location of Land

Parish: WOLLERT

Township: .....

Section: 11

Crown Allotment: .....

Crown Portion: 3 (Part)

Title Reference: ..... VOL. 9077 FOL. 193

Last Plan Reference: Lot 1 on TP145512Y

Postal Address: 220 EPPING ROAD WOLLERT, 3750

MGA Co-ordinates (of approx centre of plan) E 326 250 N 5834 800 Zone: 55

Council Certification

Council Name: Whittlesea City Council Ref. .....

1. This plan is certified under section 6 of the Subdivision Act 1988.
2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / /
3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.

PUBLIC OPEN SPACE

(i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made.

(ii) The requirement has/has not been satisfied.

(iii) The requirement is to be satisfied in Stage ....

(iv) The requirement has been satisfied for .....

Council delegate ..... signature ..... print name

Council seal

Date / /

This plan is re-certified under section 11(7) of the Subdivision Act 1988

Council delegate ..... signature ..... print name

Council seal

Date / /

Vesting of Roads and / or Reserve

Identifier	Council / Body / Person
ROAD, R1	Whittlesea City Council
Reserve No.1	SPI Electricity Pty. Ltd

Notations

Depth Limitation Does Not Apply

Staging This is not a staged subdivision. Planning Permit No. 712213

Lots 1 to 100 (both inclusive) have been omitted from this plan.

Lots on this plan may be affected by one or more restrictions. Refer to Creations of Restrictions on sheet 5 of this plan for details.

Other purpose of plan:
To remove E-1 and E-2 created on LP83437.

Grounds for Removal:
By Direction in Planning Permit No.712213

SHERWINS WAY RELEASE 1
Area of Release: 3.174ha
No. of Lots: 38 and Superlots A & B

THIS IS A SPEAR PLAN

Survey This plan is based on survey.

Easement Information

Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	Drainage	3m	This Plan	Whittlesea City Council
	Sewerage			Yarra Valley Water Corporation
E-2	Drainage	2m	This Plan	Whittlesea City Council
E-3	Sewerage	2m	This Plan	Yarra Valley Water Corporation

LRS use only

Statement of Compliance/ Exemption Statement

Received ✓

DATE 6/08/14

LRS use only

PLAN REGISTERED

TIME 8:43am

DATE 20/08/14

G Venn

Assistant Registrar of Titles

Sheet 1 of 5

TAYLORS

Urban Development | Built Environments | Infrastructure

8/270 Ferntree Gully Road, Notting Hill, Victoria, 3168

Tel: 61 3 9501 2800 | Web: taylorsds.com.au

LICENSED SURVEYOR : MATHEW THOMAS KIRBY

Signature DIGITALLY SIGNED Date / /

REF CVM 43 - 1 - 68 KB VERSION 11

9782-S1

..... Date / / Council Delegate Signature

Original sheet size A3

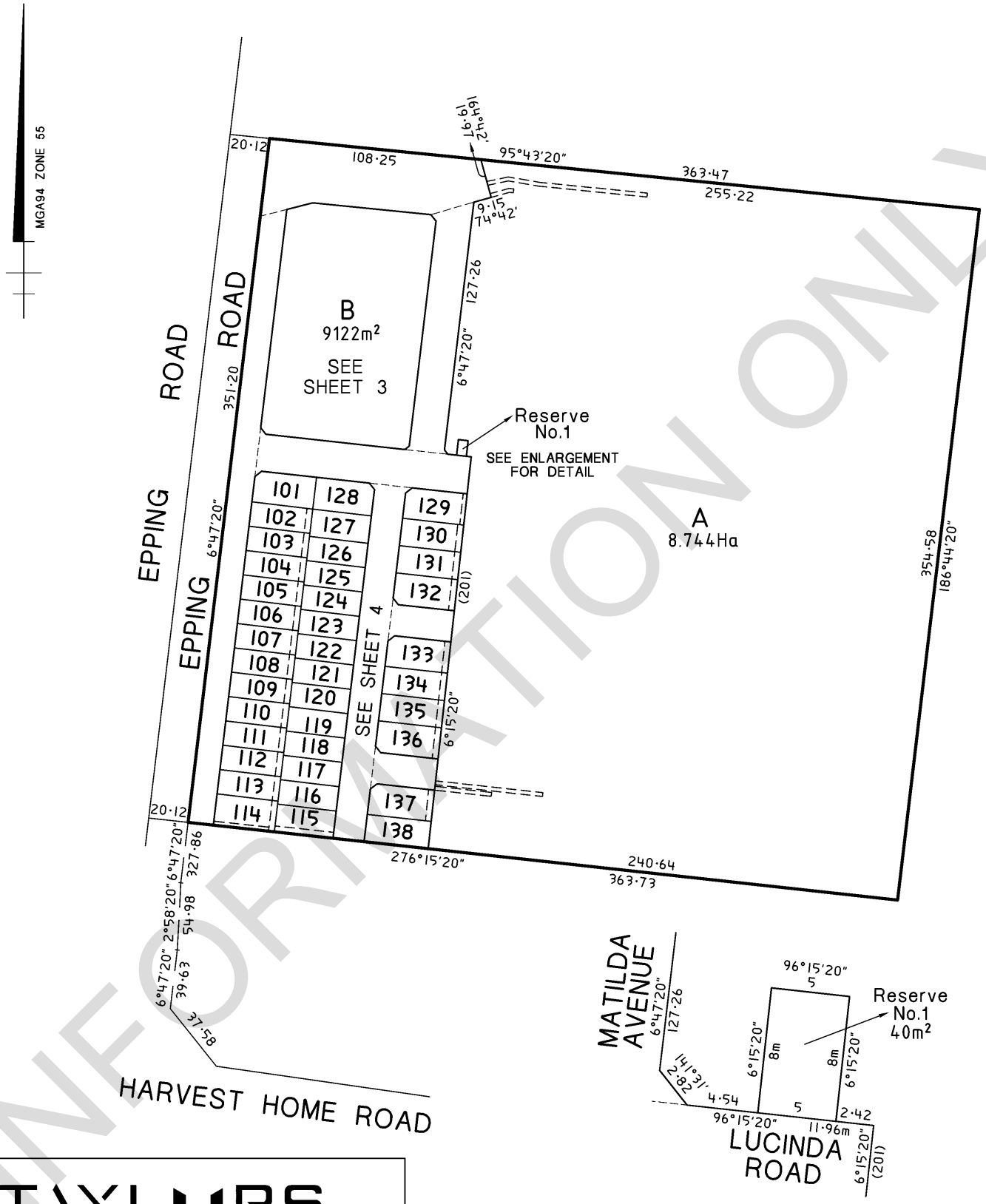
INFORMATION ONLY

Signed by: Mathew Thomas Kirby (Taylors Development Strategists Pty Ltd) Surveyor's Plan Version (11) SPEAR Ref: S015100T 17/02/2014, Amended: 19/08/2014.

Delivered by LANDATA®, timestamp 11/09/2025 14:15 Page 2 of 6

Signed by Council: Whittlesea City Council, Council Ref: 607717, Original Certification: 19/12/2012, Recertification: 22/04/2014, S.O.C.: 06/08/2014

PLAN OF SUBDIVISION	STAGE NO.		Plan Number
	---		PS701914S



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SCALE OF ENLARGEMENT
1:250
2.5 0 2.5 5 7.5 10

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Tel: 61 3 9501 2800 | Web: taylorsds.com.au

ORIGINAL		SCALE	LICENSED SURVEYOR :	Sheet 2
SCALE	SHEET SIZE	20 0 20 40 60 80	Signature ..... Date / /	.....
1:2000	A3	LENGTHS ARE IN METRES	REF CVM 48 of 158 KB VERSION 11	Date / /
			9782-S1	Council Delegate Signature

Signed by: Mathew Thomas Kirby (Taylors Development Strategists Pty Ltd) Surveyor's Plan Version (11) SPEAR Ref: S015100T 17/02/2014, Amended: 19/08/2014.

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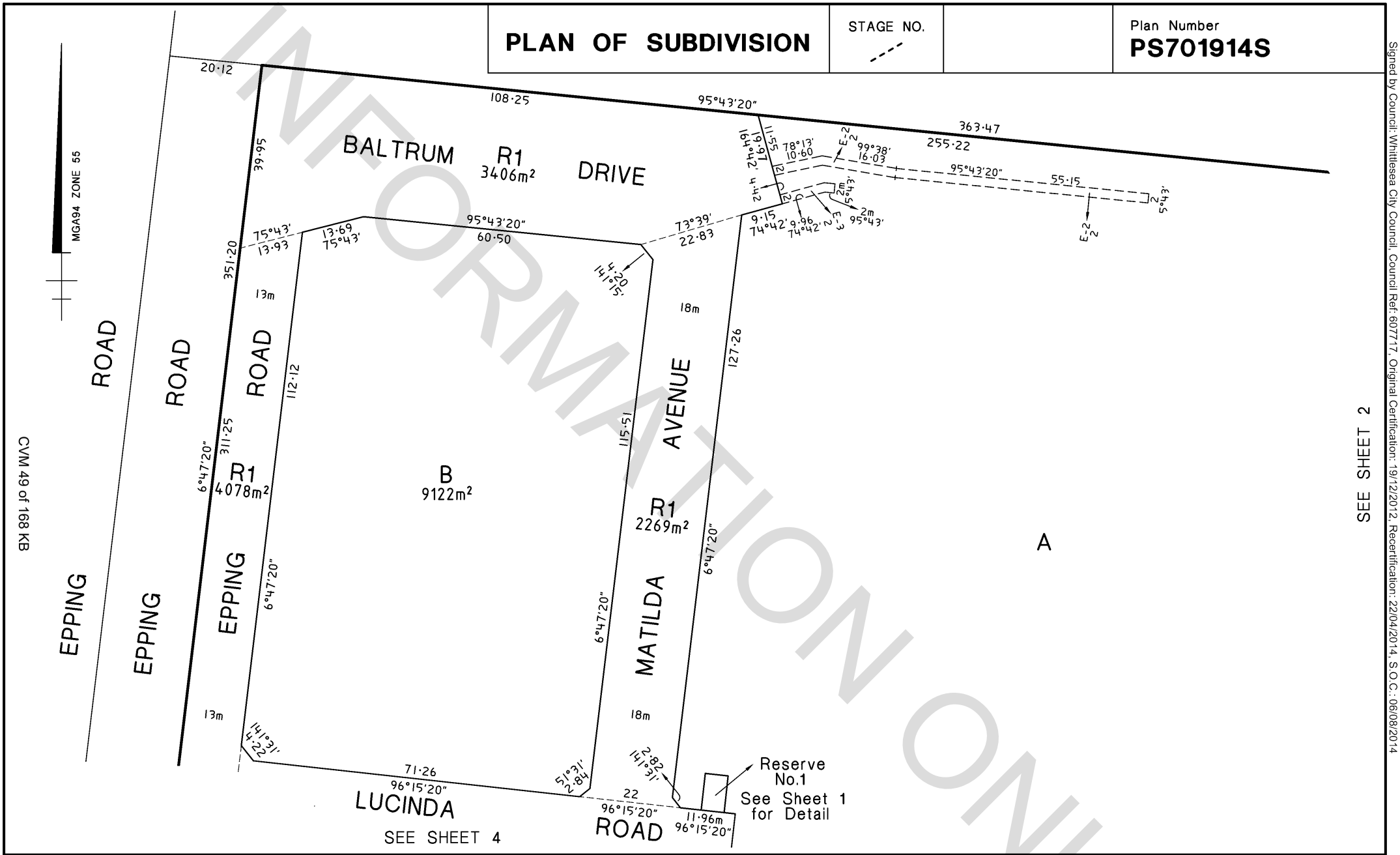
Signed by Council: Whittlesea City Council, Council Ref: 607717, Original Certification: 19/12/2012, Recertification: 22/04/2014, S.O.C.: 06/08/2014

PLAN OF SUBDIVISION

STAGE NO. ----

Plan Number **PS701914S**



CVM 49 of 168 KB

Signed by: Mathew Thomas Kirby (Taylors Development Strategists Pty Ltd) Surveyor's Plan Version (11) SPEAR Ref: S015100T 17/02/2014, Amended: 19/08/2014.

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TAYLORS
Urban Development | Built Environments | Infrastructure
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | **Web:** taylorsds.com.au

ORIGINAL	
SCALE	SHEET SIZE
1:750	A3

SCALE

7.5 0 7.5 15 22.5 30

LENGTHS ARE IN METRES

REF. **9782-S1** VERSION **11**

Sheet 3

Date / /

Council Delegate Signature

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Signed by Council: Whittlesea City Council, Council Ref: 607717, Original Certification: 19/12/2012, Recertification: 22/04/2014, S.O.C.: 06/08/2014

PLAN OF SUBDIVISION

STAGE NO. ---

Plan Number **PS701914S**

INFORMATION ONLY

TAYLORS
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8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorsds.com.au

ORIGINAL		SCALE	LICENSED SURVEYOR :	Sheet 4
SCALE	SHEET SIZE	7.5 0 7.5 15 22.5 30	Signature ..... Date / /	.....
1:750	A3	LENGTHS ARE IN METRES	REF: 9782-S1 VERSION 11	Date / /
				Council Delegate Signature

Signed by: Mathew Thomas Kirby (Taylors Development Strategists Pty Ltd) Surveyor's Plan Version (11) SPEAR Ref: S015100T 17/02/2014, Amended: 19/08/2014.

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Signed by Council: Whittlesea City Council, Council Ref: 607717, Original Certification: 19/12/2012, Recertification: 22/04/2014, S.O.C.: 06/08/2014

PLAN OF SUBDIVISION	STAGE NO.		Plan Number PS701914S

CREATION OF RESTRICTION 'A'

Upon registration of this plan the following restriction is created:

LAND TO BE BURDENED:
Lots 101 to 138 (inclusive)
LAND TO BENEFIT:
Any & all land that has a common boundary with a burdened lot on this plan.

DESCRIPTION OF RESTRICTION:
The registered proprietor or proprietors for the time being of burdened lots shall not:
1. Construct or allow to be constructed any dwelling outside the area shown hatched in the adjacent schedule except with prior written consent of the Responsible Authority.
2. Construct or allow to be constructed a garage within a 5 metre setback from the street frontage.

CREATION OF RESTRICTION 'B'

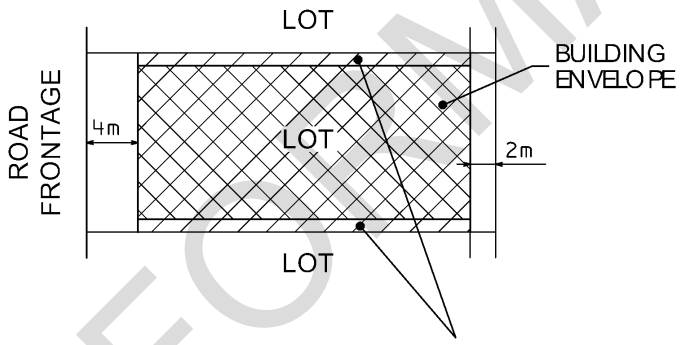
Upon registration of this plan the following restriction is created:

LAND TO BE BURDENED:
Lots 101, 128, 129, 132, 133, 136 & 137
LAND TO BENEFIT:
Any & all land that has a common boundary with a burdened lot on this plan.

DESCRIPTION OF RESTRICTION:
The registered proprietor or proprietors for the time being of burdened lots must allow for:
1. The side wall of the first level of any dwelling on a corner lot must not be setback less than 900mm from the ground level wall that faces a side street, unless with the written consent of the Responsible Authority.

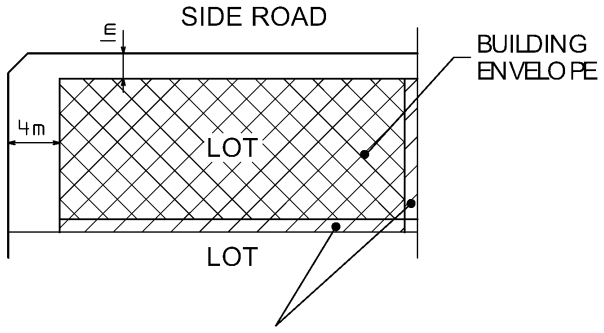
SCHEDULE - BUILDING ENVELOPE LEGEND

TYPE A - STANDARD LOTS



A wall of a dwelling (including garage) may be constructed on or within 150mm of one side boundary only. On the other side boundary a minimum 1 metre side setback will apply.

TYPE B - STANDARD CORNER LOTS



A wall of a dwelling (including garage) may be constructed on or within 150mm of the side boundary only for a length of no more than 15 metres. A minimum setback of 1 metre to the rear boundary is then applicable.

NOTE:

For all Lots containing easements, affected Building Envelopes are to abut the easement and not encroach into it.

TAYLORS
Urban Development | Built Environments | Infrastructure
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorsds.com.au

ORIGINAL		SCALE		Sheet 5
SCALE	SHEET SIZE A3	0 LENGTHS ARE IN METRES	REF 9782-S1 CVM 50 of 158 KB VERSION 11	Date / / Council Delegate Signature

INFORMATION ONLY

Signed by: Mathew Thomas Kirby (Taylors Development Strategists Pty Ltd) Surveyor's Plan Version (11) SPEAR Ref: S015100T 17/02/2014, Amended: 19/08/2014.

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Plan of Subdivision PS701914S

Certifying a New Version of an Existing Plan (Form 11)

City of Whittlesea

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S015100T
Plan Number: PS701914S
Responsible Authority Name: Whittlesea City Council
Responsible Authority Reference Number 1: 607717
Surveyor's Plan Version: 11

Certification

This plan is certified under section 11 (7) of the Subdivision Act 1988
Date of original certification under section 6: 19/12/2012
Date of previous recertifications under Section 11(7): 27/08/2013

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

Has been made and the requirement has been satisfied at Certification

Digitally signed by Council Delegate:	Bruce Manison
Organisation:	Whittlesea City Council
Date:	22/04/2014

INFORMATION ONLY

Signed by: Bruce George Manison (Whittlesea City Council) 22/04/2014

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Number of Pages (excluding this cover sheet)	**12**
Document Assembled	**11/09/2025 14:15**

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13/06/2014 $113 173

maintaining publicly searchable registers and indexes in the Victorian Land Registry.

Application by a responsible authority for the making of a recording of an agreement

Section 181 **Planning and Environment Act 1987**

Form 18

Lodged by:

Name:	MADDOCKS
Phone:	9288 0555
Address:	Level 6, 140 William Street, Melbourne, Victoria, 3000
Ref:	KAL:LXE:A01C:6118534
Customer Code:	1167E

The Authority having made an agreement referred to in section 181(1) of the *Planning and Environment Act* 1987 requires a recording to be made in the Register for the land.

Land: volume 9077 folio 193

Authority: Whittlesea City Council of Civic Centre, Ferres Boulevard, South Morang, Victoria

Section and Act under which agreement made: Section 173 of the *Planning and Environment Act* 1987.

A copy of the Agreement is attached to this Application

Signature for the Authority: Rogersucic

Name of officer: ROGER SUCIC

Position Held: MANAGER GADA

Date: 28/5/2014

INFORMATION ONLY

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Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia

Telephone 61 3 9258 3555
Facsimile 61 3 9258 3666

info@maddocks.com.au
www.maddocks.com.au

DX 259 Melbourne

Date 28 / 5 / 2014

Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: 220 Epping Road, Wollert

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Whittlesea City Council
and

Australian Land Group Pty Ltd
ACN **108 220 828**

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Interstate offices
Canberra Sydney
Affiliated offices around the world through the Advoc network - www.advoc.com

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Maddocks

Agreement under section 173 of the Planning and Environment Act 1987

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Dated / /

Parties

Name	**Whittlesea City Council**
Address	Civic Centre, Ferres Boulevard, South Morang, Victoria
Short name	**Council**

Name	**Australian Land Group Pty Ltd ACN 108 220 828**
Address	Level 1, 20 Council Street, Hawthorn East, Victoria
Short name	**Owner**

Background

A. Council is the responsible authority for the Planning Scheme.

B. The Owner is or is entitled to be the registered proprietor of the Subject Land.

C. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in conditions 21 and 22 of the Planning Permit.

D. As at the date of this Agreement, the Subject Land is encumbered by 2 mortgages in favour of the Mortgagees and a statutory charge in favour of the Chargee. The Mortgagees and Chargee consent to the Owner entering into this Agreement.

The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act* 1987.

Agreement means this Agreement and includes this Agreement as amended from time to time.

Building has the same meaning as in the Act and includes paving.

Building Envelope means:

INFORMATION ONLY

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(a) in relation to the Mixed Use Site that part of the Subject Land which is outside the Tree Protection Zone; and

(b) that part of the Subject Land which is described by words in the Restriction as a 'Building Envelope' and which is shown pictorially in that part of the Restriction which is described as 'Schedule – Building Envelope Legend'.

Chargee means the person registered or entitled from time to time to be registered as chargee of the Subject Land.

Council Boundary Fences means fences built or constructed on the boundary between the High Density Site and the Reserve.

Current Address means:

(a) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and

(b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

Current Email means:

(a) for Council, info@whittlesea.vic.gov.au, or any other email address listed on Council's website; and

(b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

Development has the same meaning as in the Act.

Endorsed Plan means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit.

Fence Repairs includes all repairs and maintenance to Council Boundary Fences but does not include the removal of graffiti.

High Density Site means the area delineated and identified on the Endorsed Plan as 'high density site'.

Lot means a lot created by the subdivision of the Subject Land.

Mixed Use Site means the area delineated and identified on the Endorsed Plan as 'mixed use site'.

Mortgagee means the person registered or entitled from time to time to be registered as mortgagee of the Subject Land.

Owner means the person registered or entitled from time to time to be registered as proprietor of an estate in fee simple of the Subject Land and includes a mortgagee-in-possession.

Owner's obligations includes the Owner's specific obligations and the Owner's further obligations.

Party or Parties means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

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Plan of Subdivision means the plan of subdivision number PS701914S or any other plan of subdivision relating to the Subdivision.

Planning Permit means planning permit no. 712213, as amended from time to time, issued on 26 September 2011, authorising a multi lot residential subdivision, removal of dry stone walls, creation of access to a Road Zone Category 1 and removal of drainage and sewerage easements on the Subject Land in accordance with the Endorsed Plan.

Planning Scheme means the Whittlesea Planning Scheme and any other planning scheme that applies to the Subject Land.

Reserve means the area delineated and identified on the Endorsed Plan as 'passive open space'.

Restriction means the restriction on the Plan of Subdivision as required by condition 20 of the Planning Permit.

Subdivision means subdivision of the Subject Land in accordance with the Planning Permit.

Subject Land means the land situated at 220 Epping Road, Wollert being the land referred to in certificate of title volume 9077 folio 193 and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

Tree Protection Zone means the area around each Tree to be Retained extending to include at least the canopy and the drip line as identified and delineated on the Tree Protection Zone Plan.

Tree Protection Zone Plan means the plan entitled "*Engineering Services Functional Layout Plan sheet 2 of 4*", drawing number M12050 – SK02 prepared by Lambert & Rehbein dated May 2012 as approved by Council in accordance with the Planning Permit or such other plan approved in writing by Council which shows the Tree Protection Zone for the Mixed Use Site.

Tree to be Retained means any tree delineated and identified on the Endorsed Plan within the Mixed Use Site.

Works has the same meaning as in the Act.

2. Interpretation

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In this Agreement unless the context admits otherwise:

2.1 the singular includes the plural and vice versa;

2.2 a reference to a gender includes all genders;

2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;

2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;

2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;

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2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;

2.7 the Background forms part of this Agreement;

2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and

2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Purposes of Agreement

The Parties acknowledge and agree that the purposes of this Agreement are to:

3.1 give effect to the Planning Permit; and

3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Reasons for Agreement

The Parties acknowledge and agree that Council has entered into this Agreement for the following reasons:

4.1 Council would not have issued the Planning Permit without the condition requiring this Agreement; and

4.2 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.

5. Agreement required

The Parties agree that this Agreement will continue to be required until the Owner has complied with all of the Owner's obligations.

6. Owner's specific obligations

6.1 Fence Repairs

The Owner covenants and agrees that, unless damage is caused by Council or its representatives whilst undertaking maintenance works in the Reserve, the Owner must carry out all Fence Repairs to Council Boundary Fences at the full cost of the Owner and to the satisfaction of Council.

6.2 Tree Protection Zones

The Owner covenants and agrees that, on the Mixed Use Site, except with the prior written consent of Council, the Owner must:

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6.2.1 not build, construct or erect or cause or permit to be built, constructed or erected any Building or carry out any Development or Works within, or otherwise in contravention of, a Tree Protection Zone;

6.2.2 not cause or permit any Tree to be Retained to be removed, destroyed, felled, lopped, ringbarked, uprooted or otherwise damaged; and

6.2.3 if a Tree to be Retained is removed or damaged to the extent that it must be removed:

(a) remove the Tree to be Retained, including its roots, from the Subject Land; and

(b) after the Tree to be Retained has been removed in accordance with clause 6.2.3(a), re-instate a new tree of the same species and of an advanced maturity to Council's satisfaction within the Tree Protection Zone.

6.3 Building restrictions

6.3.1 Subject to clause 6.3.2,except with Council's prior written consent, the Owner must not build, construct, erect or cause or permit to be built, constructed, erected any Building, or carry out any Development or Works, outside a Building Envelope.

6.3.2 On each Lot, other than the Mixed Use Site, the Owner may construct a single driveway, not exceeding 4 metres in width, outside the Building Envelope for that Lot.

7. Council's acknowledgements

Council acknowledges that if Council or its representatives cause damage to Council's Boundary Fences whilst undertaking maintenance works in the Reserve, Council or its representatives will be responsible for their repair.

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8. Owner's further obligations

8.1 Notice and registration

The Owner must bring this Agreement to the attention of all prospective occupiers, purchasers, lessees, licensees, mortgagees, chargees, transferees and assigns.

8.2 Further actions

The Owner:

8.2.1 must do all things necessary to give effect to this Agreement;

8.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with section 181 of the Act; and

8.2.3 agree to do all things necessary to enable Council to do so, including:

(a) sign any further agreement, acknowledgment or document; and

(b) obtain all necessary consents to enable the recording to be made.

INFORMATION ONLY

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8.3 Council's costs to be paid

The Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

8.3.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;

8.3.2 preparing, drafting, finalising and recording any amendment to this Agreement;

8.3.3 determining whether any of the Owner's obligations have been undertaken to Council's satisfaction; and

8.3.4 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

8.4 Interest for overdue money

8.4.1 The Owner must pay to Council interest in accordance with section 227A of the *Local Government Act* 1989 on any amount due under this Agreement that is not paid by the due date.

8.4.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

9. Agreement under section 173 of the Act

Without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with section 173 of the Act.

10. Owner's warranties

The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

11. Successors in title

Until such time as a memorandum of this Agreement is recorded on the certificate of title of the Subject Land, the Owner must require successors in title to:

11.1 give effect to this Agreement; and

11.2 enter into a deed agreeing to be bound by the terms of this Agreement.

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12. General matters

12.1 Notices

A notice or other communication required or permitted to be served by a Party on another Party must be in writing and may be served:

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12.1.1 personally on the other Party;

12.1.2 by leaving it at the other Party's Current Address;

12.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or

12.1.4 by email to the other Party's Current Email.

12.2 No waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

12.3 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

12.4 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

12.5 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

12.6 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

---

13. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date Council executes this Agreement.

AL148303N
13/06/2014 $113 173

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Signing Page

Signed, sealed and delivered as a deed by the Parties.

The Common Seal of **Whittlesea City Council** is affixed in the presence of:)

Delegate

THE COMMON SEAL OF THE WHITTLESEA CITY COUNCIL

Executed by **Australian Land Group Pty Ltd ACN 108 220 828** in accordance with section 127(1) of the *Corporations Act* 2001:)

Signature of Director

~~Signature of Director (or Company Secretary)~~

MICHAEL JOSEPH ORORIS – SOLE DIRECTOR & SOLE COMPANY SECRETARY

Print full name

~~Print full name~~

AL148303N

13/06/2014 $113 173

INFORMATION ONLY

Delivered by LANDATA®, timestamp 11/09/2025 14:15 Page 12 of 12

Maddocks

Mortgagees' Consent

R.M.B.L. Investments Ltd ACN 004 493 789 as Mortgagee under instrument of mortgage no. AG683811Y consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Executed by R.M.B.L. Investments Ltd ACN 004 493 789 in accordance with section 127(1) of the *Corporations Act* 2001:)

Signature of Director

SURINDER GURDIAL

Print full name

Signature of Director/Company Secretary

Alexine Pauline Margaret Courtney

Print full name

220 Epping Road Pty Ltd ACN 160 820 459 as Mortgagee under instrument of mortgage no. AJ994912G consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Executed by 220 Epping Road Pty Ltd ACN 160 820 459 in accordance with section 127(1) of the *Corporations Act* 2001:)

Signature of Sole Director and Sole Company Secretary

COLIN HENRY MADDEN

Print full name

Chargee's Consent

State Revenue Office Victoria as Chargee under instrument of charge no. ~~AK400740L~~ AL098470N consents to the Owner entering into this Agreement and in the event that the Chargee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

AL148303N
13/06/2014 $113 173

John Raymond Cahir
121 Exhibition Street, Melbourne 3000
A holder of the prescribed office in the Public Service of Victoria for the purposes of sections 107A and 123C of the *Evidence Act 1958*.

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Creating an Easement and/or Restrictive Covenant

Section 45 Transfer of Land Act 1958

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Name: .....

Phone: .....

Address: Scott Ashwood P/L No 3
Customer Pickup

Reference: Code 12437P

Customer Code: .....

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed-

- together with any easements created by this transfer;
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: *(volume and folio)*
Volume 11515 Folio 421

Estate and Interest: *(e.g. "all my estate in fee simple")*
All its estate in fee simple

Consideration:
$209,000.00

Transferor: *(full name)*
AUSTRALIAN LAND GROUP PTY LTD ACN 108 220 828

Transferee: *(full name and address including postcode)*
PAUL ROBERT CLARKSON as to ninety nine equal undivided one hundreth parts and **ASTRID MARGOT NADINE BROCKDORFF** as to one equal undivided one hundreth parts both of 7 Alpine Rd, Ferny Creek, Vic 3786

Directing Party: *(full name)*
NIL

Creation and/or Reservation of Easement and/or Restrictive Covenant :

33031102A

Order to Register

Duty Use Only

T2

Please register and issue Certificate of Title to

1725194

Signed

Customer Code:

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

CVM 67 of 168 KB

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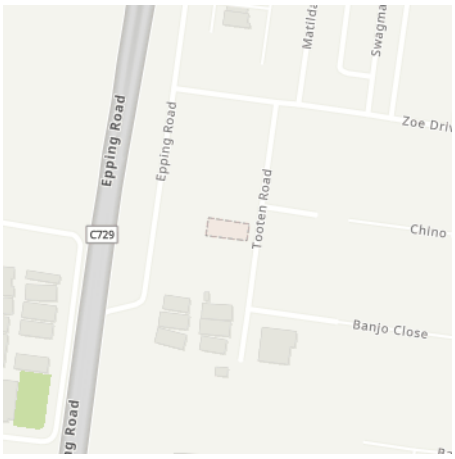
Job ID 51153816

MC25-447-CLARKSON

Review responses online ↗



Received 5 of 7 responses

Waiting for more

14 Tooten Rd, Wollert VIC 3750

Job dates
11/09/2025 → 11/09/2025

These plans expire on
9 Oct 2025

Lodged by
The Manager

Authority	Status	Page
BYDA Confirmation		2
APA Group Gas Networks (70300)	Received	4
AusNet Electricity Services Pty Ltd	Waiting	-
NBN Co VicTas	Received	56
Optus and or Uecomm Vic	Waiting	-
Telstra VICTAS	Received	67
Whittlesea City Council	Received	76
Yarra Valley Water Ltd	Received	79

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Zero damage - Zero harm - Zero disruption

Contact Details

Contact	Contact number	Company	Enquirer ID
The Manager	(03) 96030330	Conveyancing Vic Melbourne	3752915

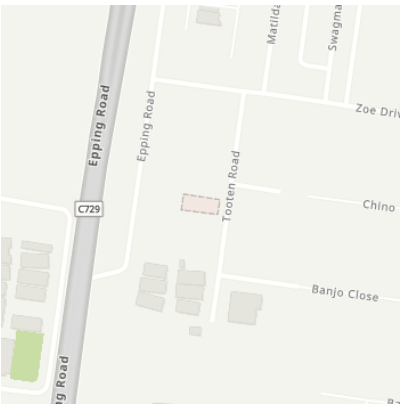
Email
lowcost@convey.com.au

Address
Queen Street
Altona Vic 3018

Job Site and Enquiry Details

WARNING: The map below only displays the location of the proposed job site and does not display any asset owners' pipe or cables. The area highlighted has been used only to identify the participating asset owners, who will send information to you directly.

Enquiry date	Start date	End date	On behalf of	Job purpose	Locations	Onsite activities
11/09/2025	11/09/2025	11/09/2025	Utility Yarra Valley Water Ltd	Design	Private	Conveyancing



Check that the location of the job site is correct. If not, you must submit a new enquiry.

If the scope of works change or plan validity dates expire, you must submit a new enquiry.

Do NOT dig without plans. Safe excavation is your responsibility. If you don't understand the plans or how to proceed safely, please contact the relevant asset owners.

User Reference	Address	Notes/description
MC25-447-CLARKSON	14 Tooten Rd Wollert VIC 3750	-

Your Responsibility and Duty of Care

- **Lodging an enquiry does not authorise project commencement.** Before starting work, you must obtain all necessary information from all affected asset owners.
- If you don't receive plans within 2 business days, contact the asset owner & quote their sequence number.
- Always follow the 5Ps of Safe Excavation (page 2), and locate assets before commencing work.
- Ensure you comply with State legislative requirements for Duty of Care and safe digging.
- If you damage an underground asset, you MUST advise the asset owner immediately.
- By using the BYDA service, you agree to the Privacy Policy and Term of Use.
- For more information on safe digging practices, visit www.byda.com.au

Asset Owner Details

Below is a list of asset owners with underground infrastructure in and around your job site. It is your responsibility to identify the presence of these assets. Plans issued by Members are indicative only unless specified otherwise. Note: not all asset owners are registered with BYDA. You must contact asset owners not listed here directly.

Referral ID (Seq. no)	Authority Name	Phone	Status
260994942	APA Group Gas Networks (70300)	1800 085 628	NOTIFIED
260994943	AusNet Electricity Services Pty Ltd	1800 088 208	NOTIFIED
260994940	NBN Co VicTas	1800 687 626	NOTIFIED
260994937	Optus and or Uecomm Vic	1800 505 777	NOTIFIED
260994941	Telstra VICTAS	1800 653 935	NOTIFIED
260994938	Whittlesea City Council	(03) 9217 2006	NOTIFIED
260994939	Yarra Valley Water Ltd	1300 853 811	NOTIFIED

END OF UTILITIES LIST

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The 5Ps of Safe Excavation

Plan

Plan your job. Use the BYDA service at least one day before your job is due to begin, and ensure you have the correct plans and information required to carry out a safe project.

Prepare

Prepare by communicating with asset owners if you need assistance. Look for clues onsite. Engage a skilled Locator.

Pothole

Potholing is physically sighting the asset by hand digging or hydro vacuum extraction.

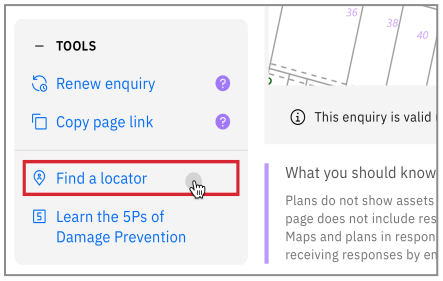
Protect

Protecting and supporting the exposed infrastructure is the responsibility of the excavator. Always erect safety barriers in areas of risk and enforce exclusion zones.

Proceed

Only proceed with your excavation work after planning, preparing, potholing (unless prohibited), and having protective measures in place.

Engage a skilled Locator



When you lodge an enquiry you will see skilled Locators to contact

Visit the Certified Locator website directly and search for a locator near you

certloc.com.au/locators

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GET QUOTE

Use iseekplant's FREE marketplace to get quotes for the equipment or services you need on your project. Compare quotes from trusted local contractors and get your project done on time and in budget.

1. Fill out your job details in our FREE quick quote form.
2. We send the request to trusted local contractors.
3. The local contractors will contact you directly with quotes

Use iseekplant to find trusted contractors near you today, visit:
blog.iseekplant.com.au/byda-isp-get-quotes

Book a FREE BYDA Session

BOOK NOW

BYDA offers free training sessions to suit you and your organisation's needs covering safe work practices when working near essential infrastructure assets. The free sessions are offered in two different formats - online and face-to-face.

To book a session, visit:
byda.com.au/contact/education-awareness-enquiry-form

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APA Group Gas Networks (70300)

Referral
260994942

Member Phone
1800 085 628

Responses from this member

Response received Thu 11 Sep 2025 1.47pm

File name	Page
Response Body	5
400-STD-AM-0001_2 Guidelines for Works Near Existing Gas Assets.pdf	6
260994942.pdf	47

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PLEASE NOTE: This is an automated response. Please **DO NOT REPLY to this email**. If you require further information in relation to this Before You Dig response, please contact BYDA_APA@apa.com.au

Enquiry Details:

Impact	affected
Sequence Number	260994942
Enquirer Id	3752915
Activity	Conveyancing
Job Number	51153816
User Reference	MC25-447-CLARKSON
Message	

Site Details:

Address	14 Tooten Rd Wollert VIC 3750

Enquirers Details:

Contact	The Manager
Company	Low Cost Conveyancing
Email	lowcost@convey.com.au
Phone	+61397482000
Address	Queen Street Altona Vic 3018

APA Group

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Guidelines for Works Near Existing Gas Assets

400-STD-AM-0001

Revision 2

OWNER NAME:	Alan Creffield
OWNER TITLE:	Manager of Integrity
APPROVER NAME:	Anastasia Coutie
APPROVER TITLE:	Team Lead – 3rd Party Engagement
APPROVAL SIGNATURE:	
APPROVAL DATE:	18/08/2023

always powering ahead

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DOCUMENT CONTROL & APPROVAL INFORMATION

Summary of Changes

Below is a brief summary of the changes made to the document since the previous issued version.

Revision	Description	Date	Author
0.0	Issue for Use	29.06.2018	Matthew Read
1.0	Issued for Use – document periodic update / major overhaul	01.03.2022	Kahil Parsons
2.0	Removal of incorrect table 2 references to 1. proximity of HV cables 2. Updating separation distances to AS2885.3 BYDA reference update Table 4 Note	16.08.2023	Dale Russell

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TERMS OF USE

The “Guidelines for Works Near Existing Gas Assets Standard” is used for APA Networks excavations or third party excavations near APA Network operated assets. This guideline must only be used by the person or entity who received it directly from APA (“You”) to ensure the latest version is used.

APA Networks has provided this document to You subject to the terms of use set out below. By retaining possession of this document, You acknowledge and agree to the following conditions;

1. The information contained in this document relates only to APA Networks operated assets (as defined in this document) and does not relate to any other utility assets owned or operated by APA, such as APA Gas Transmission Pipelines.
2. This Guidelines document is provided to You to assist in the development of design plans, construction and land use activities.
3. This Guidelines document does not override or supersede APA’s Permit to Work (**PTW**) or Excavation policies and procedures.
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The purpose of this document is to provide guidelines for third parties planning to install new infrastructure or conduct works near existing APA Networks (**APA**) operated assets.

It is intended that this document will be provided to third parties proposing works around existing gas assets for their use during the design and planning phase following initial planning BYDA enquiries. This document does not provide authorisation to undertake the works but provides APA requirements to ensure that any review and acceptance of proposed works is completed as quickly as possible.

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1 INTRODUCTION

1.1 Scope of this Document

This document addresses APA's requirements for considering how a third party's proposed works and APA managed works may impact APA Networks operated assets under the following parts:

Part 1 – APA Notification and Authorisation Requirements

Part 2 – Design and Asset Protection Requirements

Part 3 – Construction and Land Use Requirements

Part 4 – Alteration of Existing Gas Assets

APA Networks acts as the asset operator on behalf of entities Australian Gas Networks (**AGN**), Allgas, APA, Origin and Queensland Nitrates (**QNP**) and operates in New South Wales, Northern Territory, Queensland, South Australia and Victoria. The criteria provided in this document only applies to the assets managed by APA Networks on behalf of these companies.

APA also owns and operates natural gas transmission infrastructure on all mainland states and territories of Australia. These assets are operated by a separate APA entity and are out of scope for this document.

A glossary of all terms and abbreviations used in this document is contained in **Section 7**.

A list of all relevant external standards and APA reference documents is contained in **Section 8**.

1.2 Asset Types

APA Networks' operated gas assets include buried pipe, above and below ground stations (e.g. pressure regulation, valves, meters), electrical cables, cathodic protection systems (e.g. test points, anode beds), pits and electrical cabinets. Depending on the gas type and the operating pressure, gas assets are classified as natural gas transmission, natural gas distribution and Liquefied Petroleum Gas (**LPG**) distribution as shown in **Figure 1**.

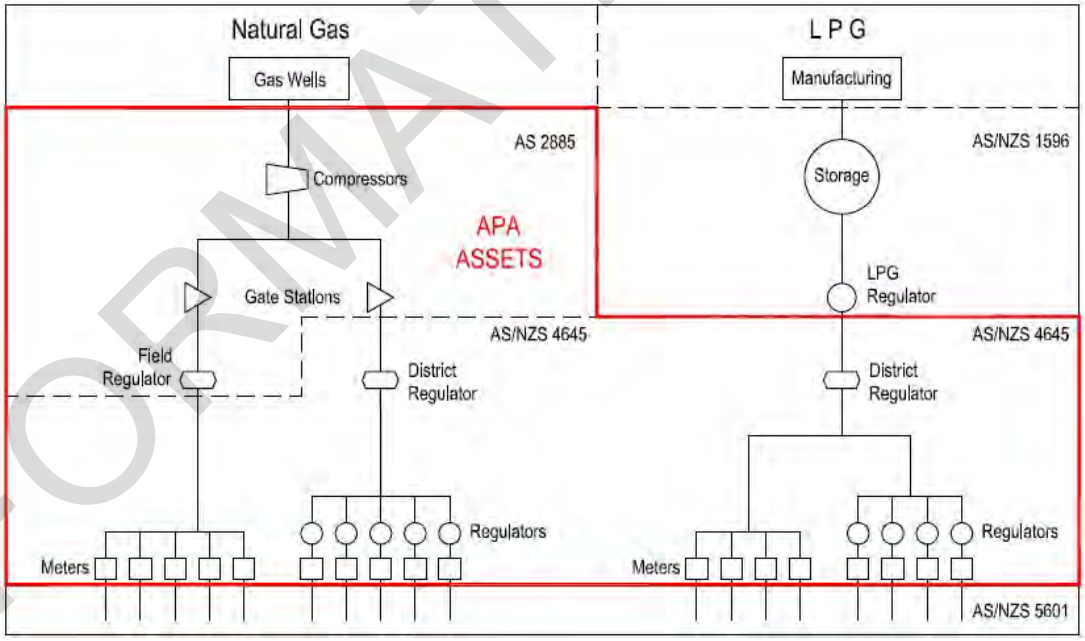

Figure 1 Asset Types and Standards Operated by APA Networks

1.2.1 Natural Gas Transmission

Natural gas transmission pressure assets operate at pressures above 1,050 kPag, and are generally used for transporting large quantities of gas across country. Design, construction and operation of these assets is governed by the AS 2885 suite of Australian Standards (**AS**).

Due to the higher pressure and energy density, there are severe safety, supply and environmental consequences which can result from third party interference. Hence, more stringent requirements and controls are applied to third party works in the vicinity of these assets.

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Buried transmission pipelines are constructed from coated steel pipe where the appearance can vary depending on the year of construction, but will generally appear as yellow, black or grey when physically exposed.

1.2.2 Natural Gas Distribution

Natural gas distribution pressure assets operate at pressures below or equal to 1,050 kPag from offtakes of transmission pressure assets, and are generally used to supply consumers such as businesses and homes. Design, construction and operation of these assets is governed by the AS/NZS 4645 suite of Australian Standards.

Due to the lower energy density compared to transmission assets, less stringent requirements and controls are applied to distribution assets. Some distribution assets are deemed critical by APA Networks due to the safety and supply implications that may arise due to a third party strike. These critical distribution assets will be defined on BYDA responses, and some of the controls which are applied to transmission pressure assets (e.g. permit and site watch) will be required.

Buried distribution pressure pipes may be constructed from the following materials and physical appearances when exposed:

- Cast Iron (black);
- Polyethylene (**PE**) (yellow or black with yellow stripes);
- Steel coated or uncoated (generally yellow, black or grey); and
- Other plastic such as Polyvinyl Chloride (**PVC**) or nylon (yellow).

Some legacy materials such as cast iron and nylon may require additional protection during construction works due to the unpredictable nature of the materials.

1.2.3 LPG Distribution

LPG distribution pressure assets operate at pressures below 140 kPag from storage compounds and are generally used to supply consumers such as businesses and homes in parts of Queensland, South Australia and Northern Territory. Design, construction and operation of these assets is governed by the AS/NZS 4645 suite of Australian Standards.

Additional safety considerations are required in addition to the requirements for natural gas, as LPG is heavier than air and will pool at the leak point and can accumulate in a trench or excavation.

The same materials used for buried distribution pressure pipes (**Section 1.2.2**) may be used on LPG distribution networks.

1.3 Damage and Emergencies

If you smell gas or damage has occurred, or is suspected, on any gas asset call APA emergency number **1800 GAS LEAK (1800 427 532) or 1800 808 526 for LPG assets**.

Any unreported damage has the potential to escalate and endanger public safety.

Where damage has resulted in a release of gas, you are advised to take the following immediate action:

- Clear the area of all people. Do not under any circumstance re-enter the damage area;
- Where safe to do so, shut off or remove all ignition sources and devices in the area e.g. naked flames, vehicle engines, power tools, mobile phones;
- Do not attempt to stop the flow or repair the damage:
- Allow the gas to vent to air; and
- Once clear of the area, contact the emergency number **1800 427 532** or **1800 808 526 for LPG assets**.

The conditions in this document or as provided by APA Networks are intended to protect the gas assets as well as keep safe any construction crews or general public in the vicinity. Depending on the circumstances, some variation to the conditions in this document may be required or may be provided by an approved APA Networks site watch representative. It is legislated in all jurisdictions that the direction provided by APA is followed.

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1.4 General Duty of Care and Responsibility to Obtain Information

Anybody working near a gas asset, or responsible for such work, has a duty of care to exercise caution, to maintain a safe working environment and to meet requirements of all relevant laws and Occupational Health and Safety legislation.

For general enquiries about results from BYDA please contact:

- DBYDNetworksAPA@apa.com.au for Northern Territory, South Australia, Southern New South Wales and Victoria, and;
- PermitsQLD@apa.com.au for Queensland and Northern NSW (incl. Tamworth).

The third party shall make contact with APA through the BYDA process if any clarification is required to determine the approval processes for any proposed land use changes (within the Measurement Length), design works and construction activities within 3 m of a gas asset or within a pipeline easement.

Any works proposed by the third party will only be authorised if APA is satisfied that the works will not affect the integrity of the APA Networks operated assets.

Any person undertaking work near an APA Networks operated asset, or responsible for such work, must ensure that they familiarise themselves with APA requirements.

Working around any gas asset, especially transmission pressure pipelines, without appropriate planning and controls as specified by APA Networks can be extremely dangerous. Damage to a gas asset could result in:

- Possible explosion and fire with the risk of loss of equipment, property, personal injury, and death;
- Loss of gas supply to thousands of customers;
- Substantial repair and gas restoration liability costs to the authority or principal responsible; and,
- Prosecution under the relevant laws governing pipeline and gas safety.

Prior to the commencement of any works within the Protected Zone of transmission pressure or critical gas assets, the Contractor performing the work must receive an Authority to Work Permit (ATWP).

Any works within the Protected Zone of critical assets must comply with any conditions attached to an ATWP and depending upon the nature of the asset and works supported by an approved construction methodology.

Written authorisation in the form of the ATWP must be kept on site at all times, and the holder of the authorisation must comply with all the conditions of the ATWP. The performance of any works near critical APA Networks operated assets without a valid ATWP and full compliance with its conditions will constitute a safety incident and may also result in an infringement notice and associated penalties issued by the regulator of the APA Networks asset.

1.4.1 Additional Transmission Pressure Pipeline Requirements

Where the works proposed by the third party may result in a change in land use within the Measurement Length for a transmission pressure pipeline (as defined in AS/NZS 2885.6 for Pipelines – Gas and Liquid Petroleum), such works may also be subject to formal approval requirements through APA Networks and applicable local and state government planning processes. This may also require a Safety Management Study (**SMS**) Report to be completed and approved by APA Networks. The SMS Report is generated from an SMS workshop involving an SMS facilitator, the third party and APA Networks. APA Networks is the owner of the SMS Report and any resulting recommendations/ actions must be implemented to the satisfaction of APA prior to the commencement of any physical works.

Certain categories of development/ land use change are not appropriate to be located within the Measurement Length of transmission pressure pipelines. In certain circumstances, the otherwise unacceptable risks associated with such developments may be alleviated with the aid of installing protective slabbing over the asset or undertaking other protection and mitigation measures.

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2 PROTECTION PROCESS

APA is committed to working cooperatively with third parties to ensure that existing gas assets will be appropriately protected from any proposed works.

The process to be followed for any proposed works is outlined in **Table 1**. This table cross references the relevant section of this document which provides any specific requirements for each gas asset classification. The steps in this table are to be followed in conjunction with the process outlined by BYDA[1], a flow chart is also provided in **APPENDIX A**.

Table 1 Protection Process Summary

Section	Step	Purpose
3	**Notification and Authorisation**	**Identify and locate existing gas assets in the vicinity of any proposed works.** Submit BYDA requests to obtain indicative plans of gas assets. Notify APA Networks and obtain approval to verify the exact position by physically proving the position of gas assets at the cost of the third party.
4	**Design and Protection Requirements**	**Review APA Networks design and protection requirements for any proposed infrastructure near gas assets.** If acceptable clearance is available in accordance with this section review impact of construction methodology on existing gas assets. If acceptable clearance is not available in accordance with this section and the proposed infrastructure cannot be modified, alteration or protection of the existing gas assets will be required at the cost of the third party.
5	**Construction and Land Use Requirements**	**Review construction methodology for adverse impact to existing gas assets.** Some additional protection measures may be required depending on the existing gas assets, the construction methodology and whether land use changes are required. If works meet the requirements of this document, submit work package to APA Networks for review and approval. If approval is given, then undertake works in accordance with APA Networks conditions/ permits. If approval is not given modify work package accordingly. If works do not meet the requirements of this document or APA Networks approval cannot be reached, alteration or protection of the existing gas assets will be required.
6	**Alteration**	**Request alteration of existing gas infrastructure if there is insufficient clearance or construction methods will adversely impact existing gas assets.** Alteration of existing gas assets are fully recoverable and may result in delays if not identified early.

2.1 Assessment Information

Throughout the protection process, APA Networks assessment may be required to determine if the proposed works/ installation has sufficient separation or if work can be undertaken with a suitable construction methodology. If APA Networks assessment is required, the following information must be provided to enable an efficient and comprehensive review.

- Due dates or a work program;
- The location / address and extent of proposed works;

[1] BYDA process is available at https://www.1100.com.au/safety-information/digging-safely/

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- Scope / description of the work impacting APA assets;
- A work package containing detailed design or construction issue drawings with the location of APA assets and the extent of works marked and / or georeferenced. Sufficient details must be provided on the plans to verify locations against APA information, which is typically measured from property boundaries. Plan and cross sectional drawings are typically required, including any proving locations;
- The proposed construction methodology (if available); and
- For critical assets only, a completed permit request form. This form is automatically provided in response to a BYDA enquiry when it is required, with direction for this form included in the BYDA response (refer to **Section 5.2**).

If the information provided is incomplete, or irrelevant information is provided, it may result in a delay of the assessment process and provision of a response. Due to the varying nature of potential works, it is not possible to develop a comprehensive listing of information that will be required for each work type, but the above is provided as a general guideline for what will normally be required.

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3 PART 1 - APA NOTIFICATION AND AUTHORISATION REQUIREMENTS

3.1 BYDA Request

The fastest method for obtaining APA Network gas asset locations is to lodge a BYDA request. A response can be expected from APA within two business days, and may include one of three responses as outlined in **APPENDIX A**, depending on the location of the works in relation to existing APA operated gas assets in the vicinity.

For some BYDA requests, APA Networks may provide different responses to different assets affected by the proposed works. In all instances it is the responsibility of the third party to review and follow the direction of all BYDA responses.

The information provided by APA Networks in response to a BYDA request, along with any other plans or subsequent information provided by APA, show only the indicative location of the asset at the time and are a guide only. In most instances it will be necessary to prove the location of all buried assets within the proposed work area.

The following items must be considered when using asset information provided by APA Networks:

- Gas service lines from buried distribution pressure supply mains to consumers may not be shown on plans. Service lines are usually laid at right angles from main to a meter position, except where road conduits are provided; and
- Plans become rapidly outdated and so should be used within 30 days and then destroyed. It is the responsibility of the third party to contact APA Networks to seek the updated or renewal of any information after this time.

APA shall not be liable or responsible for the accuracy of any information supplied.

3.2 Provings and Site Identification

Electronic location (e.g. ground penetrating radar, pipe locators) of gas assets is required to verify the onsite locations and any plans that have been provided.

Physical proving of existing gas assets is required at key locations to verify that the separation and protection criteria provided in this document have been achieved. The location and quantity of provings will depend on the scope of proposed work, but provings will at least be required at infrastructure crossing points or where changes to surface level condition are planned.

Additional verifications are required for works parallel and in close vicinity to existing gas assets. Physical provings at maximum 10 m intervals along straight sections of pipe, along with all bends, branch lines and customer service offtakes to verify asset locations.

Note: Live service offtakes which no longer supply consumers may protrude from the gas asset and are not traceable or identifiable from records.

Note: The maximum physical proving intervals for straight sections of pipe may be adjusted based upon the discretion of APA personnel for extenuating circumstances.

The following items must be considered when proving the location of an existing gas asset:

- Provings must be conducted safely and in accordance with the requirements of **Section 5.5.2.** If damage to a gas asset does occur it should be reported immediately to APA as described in **Section 1.3**.
- Permit and site watch by an APA Networks representative may be required for some proving activities in accordance with **Section 5.2**.

3.3 APA Notification and Authorisation Process

Prior to the third party undertaking any works/ activities or as part of the planning and design phase, the third party shall ensure a BYDA request is submitted. The automated response received from the BYDA system will be tailored based on the criticality of the assets.

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For assets operated at distribution pressures and not considered critical mains, a Duty of Care Notice is provided with the BYDA response for the third party to consider. Site watch may be necessary under a duty of care notice where additional protection or other integrity concerns require it.

In the event that works are conducted within the Protected Zone of a transmission pipeline and/ or critical distribution main, these works will require a review approval received from APA prior to commencement of works. Works subject to this requirement are deemed to include, but not limited to, the following activities that fall under **Table 3**;

- Non Destructive Digging (**NDD**);
- Mechanical excavation including trenchless excavation i.e. drilling (boring, horizontal direction drilling (**HDD**), pipeline bursting and tunnelling) for installing infrastructure such as the following; o Roadways, driveways, railways, pavements;
    - o Electrical equipment (cables, overhead transmission lines, telecommunication cable or power poles);
    - o Installation of culverts/ pipes (water, drainage, sewer or reticulation); o Landscaping.

APA will not approve certain activities and structures in the transmission pipeline easement (if applicable), including the following;

- Permanent storage;
- Installation of billboard structures;
- Use and storage for explosives, flammables or corrosives;
- Blasting;
- Structures forming part of any house, house extensions, carports or entertainment areas;
- Dams and other manmade water features. Locations of dams off the pipeline easement/ protected zone must not create run off or drainage towards the pipeline easement;
- Chemically treated effluent coming in contact with the pipeline easement/ protected zone;
- Garbage, sand fill, refuse disposal;
- Airstrips.

The Third Party must submit an enquiry to APA at the earliest possible stage to allow sufficient time for assessment. Submissions should include the following information;

- Land description and map identifying location of the proposed works;
- Types of works to be carried out;
- Intended future use of the land (where relating to change in land use)
- Type and weight of machinery that will be used;
- Any plans or diagrams of the works;
- Timeframe for the works.

The sequence of obtaining APA approval is as follows;

a) Submit enquiry for Initial Review – The Third Party submits the request prior to works commencing and APA Networks will complete an 'Initial Review'. The third party must not progress any works on site until they receive a response from APA Networks. The two possible outcomes of this stage are a 'No Impact' response or;

b) Enquiry Escalated for Standard Assessment – The request will be forwarded to APA Networks Field or System Operations personnel for a more detailed appraisal, which may involve contacting the third party, site visits, locating of assets of site, and/or request for additional information. The third party must not progress any work on site until they receive a response from APA Networks. The two possible outcomes of this stage are a 'No Objection under standard conditions' response or;

c) Enquiry Escalated for Engineering Assessment – The request has been forwarded to the Integrity Third Party Engagement team for additional appraisal and determination of specific conditions. The third party must not progress any works on site until they receive a response from APA Networks. The two possible outcomes of this stage are a 'No Objection under special conditions response' or;

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d) Enquiry Escalated for Alteration – The Integrity Third Party Engagement team triggers the alteration process for this enquiry. The third party will be contacted for additional information and must not progress any work on site until they receive a response from APA Networks.

e) No Impact – The third party receives a 'No Impact' response and can proceed with the works under appropriate APA Networks requirements e.g. Duty of Care, Authority to Work Permit and/or Site Watch.

f) No Objection Under Conditions – The third party will receive a No Objection under standard or special conditions response and can progress with the planning of the works under the conditions specified in the response and appropriate APA Networks requirements e.g. Duty of Care, Authority to Work Permit and/or Site Watch.

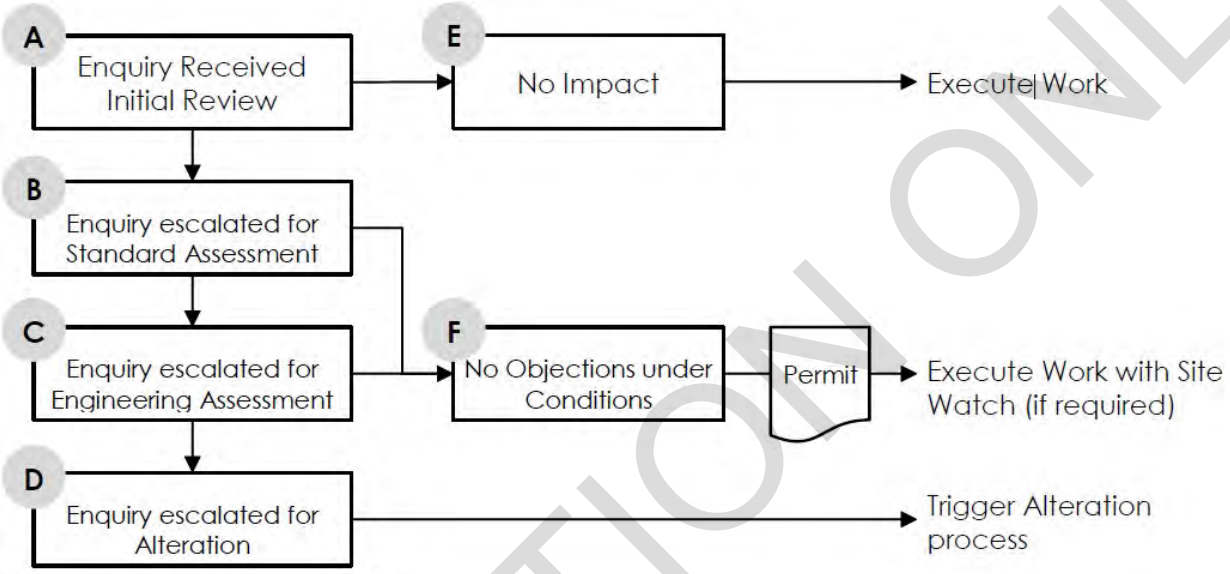

Figure 2 Stages for Third Party Works Authorisation Request

For works around APA Networks transmission pipelines or critical mains the documents take precedence in the following order;

- APA Authority to Work Permit (**ATWP**)
- APA accepted Third Party Construction Drawings
- APA accepted Third Party Construction Methodology
- APA Networks Guidelines for Works Near Existing Gas Assets (this document)
- APA accepted Third Party Safe Work Method Statement (**SWMS**) (if applicable)

3.4 Commercial Agreement and Service Delivery

APA will undertake a review of Third Party Works, as required. At APA's discretion cost recovery for these works may be required. Where APA Networks requires cost recovery a commercial service agreement in the form of a Works Agreement will be required.

Note: Any third party works requiring blasting, seismic and/or tunnelling work near APA Networks operated assets will not be considered "low risk" and cost recovery for detailed review maybe required.

3.5 Decommissioned Gas Assets

Decommissioned gas assets that remain in the ground are not always shown on BYDA plans.

Where unknown assets are identified or suspected on site but are not on APA plans, they must be treated as being live. In this instance, the third party must contact all utility owners and operators in the area of the BYDA and notify them of the findings.

Following review, if APA accepts that it is a decommissioned gas asset, the asset must be treated as per the requirements of this document. APA will take no further action where it is not considered to be a decommissioned gas asset.

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In some cases, decommissioned gas assets are required for future use by APA (sometimes noted as “Idle” on APA plans). These assets must be treated as live using the same criteria outlined in this document, and must not be removed or altered without APA’s express written approval.

Where APA confirms there is no future use of a decommissioned gas asset (sometimes noted as “Abandoned” on APA plans), removal of the asset can be undertaken by the third party under the following conditions:

- For assets considered by APA to be decommissioned gas assets, APA must be engaged to verify that the asset is gas free;
- End caps must be permanently sealed, using an APA approved methodology, on any decommissioned sections that are to be left in place to prevent future water ingress into the remaining sections of the decommissioned gas asset;
- An as-built drawing must be submitted by the third party for any section(s) of a decommissioned gas asset removed by the third party or its sub-contractors to ensure BYDA can be updated accordingly; and
- Payment for costs associated with any verification or alteration activities must be provided prior to APA undertaking works.

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4 PART 2 - DESIGN AND ASSET PROTECTION REQUIREMENTS

4.1 Standard Clearances

Minimum clearance dimensions outlined in this section must be met to allow for safe future maintainability and protection of existing gas assets. If separation clearances cannot be achieved, APA will review the proposed infrastructure on a case-by-case basis to determine whether a resolution can be achieved before alteration of any existing gas assets is considered. Authorisation of works by APA is still required, regardless of being able to achieve the required separation distances.

Clearances specified in **Table 2** are measured from the closest edges of the existing gas asset to the proposed infrastructure. Depending on the exact nature of proposed infrastructure, additional clearance may be required.

Note: Clearances specified herein are from gas assets, third party utilities may have their own standard separations that exceed APA's minimums specified in **Table 2.**

The future access zone required around a gas asset depends upon a number of factors such as size, operating pressure, depth and soil conditions, but typically this access zone is at least 1000 mm either side and 700 mm below the gas asset. As an aid for design and / or installation, the minimum clearances presented in **Table 2** are provided to allow for safe future access to gas assets. These minimum clearances assume that the asset have been proven and the location verified. There may be circumstances where additional clearances are required.

Table 2 Minimum Clearances

Clearance Type (Note 2, 9)	Minimum Transmission Pressure Asset Clearance	Minimum Distribution Pressure Asset Clearance
Any installation up to 0.6 metres wide which is crossing the gas asset	500 mm Vertical **(Note 2)**	300 mm Vertical **(Note 2)**
Any installation over 0.6 metres wide which is crossing the gas asset	500 mm Vertical	300 mm Vertical **(Note 2)**
Any installation laid by trenchless excavation e.g. HDD, boring, etc.	3000 mm Vertical	600 mm Vertical
	Refer to **Section 5.6** for minimum horizontal separation distances	
Any installation laid parallel to a steel gas asset	600 mm Horizontal **(Note 2, 3)**	
Any installation laid parallel to any gas asset other than steel	N/A	300 mm Horizontal **(Note 2, 3)**
Trenching separation from edge of gas asset to edge of trench **(Note 4)**	500 mm Horizontal	300 mm Horizontal
Underground electrical cables laid parallel to any gas asset other than steel	N/A	300 mm Horizontal
Electrical conduits and cables (<11 kV) laid parallel to a steel gas asset	Engineering assessment required **(Note 2, 3)**	
Electrical conduits and cables (≥ 11kV) laid parallel to a steel gas asset	**(Note 2, 3)** Engineering assessment required **(Note 7)**	

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Electrical earthing systems near a steel gas asset	High Voltage: Engineering Assessment Required Low Voltage: 300 mm Horizontal **(Note 7)**	
Electrical earthing system near any gas asset other than steel	N/A	300 mm Horizontal
Clearance Type (Note 2, 9)	**Minimum Transmission Pressure Asset Clearance**	**Minimum Distribution Pressure Asset Clearance**
Undisturbed cover from the top of the gas asset to the underside of trenching or road pavement boxing	500 mm Vertical	300 mm Vertical **(Note 1)**
Distance from predominant building line	3000 mm Horizontal Where applicable outside pipeline easement	Refer to **Section 4.2**
Distance from Sensitive Use Locations (Refer **Section 7** for Glossary of Terms and Abbreviations)	APA Engineering Assessment Required **(Note 8)**	N/A
Canopies longer than 15 m parallel to the edge of the gas asset	3000 mm Horizontal **(Note 10)**	Refer to **Table 4** **(Note 10)**
Any installation that could add excessive loads to the gas asset or restrict access to the gas asset	3000 mm Horizontal **(Note 2)**	
Any installations that may need require underpinning were APA to expose the gas asset	3000 mm Horizontal	
Any temporary stake, e.g. star picket	300 mm Horizontal	
Electrical poles including street lighting and traffic signals	3000 mm Horizontal Where applicable outside pipeline easement	1000 mm **(Note 3, 5, 6, 7)**
Fence post, including road safety barriers	3000 mm Horizontal when installed per APA requirements	500 mm Horizontal when installed per APA requirements
Pile or pier	3000 mm Horizontal when installed per APA requirements	500 mm Horizontal when installed per APA requirements
Permanent Heavy Vehicle Loads (Greater than 4.5T)	Refer to **Section 4.7** Temporary and Permanent Vehicle Loads	
Tree Root Barrier	3000 mm Horizontal	1000 mm Horizontal Refer to **Section 4.3** Landscaping Plans
Separation distances for vegetation	Refer to **Section 4.3** Landscaping Plans	

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Note 1: For distribution main crossings, where the vertical separation distance is less than 300 mm physical protective slabbing, e.g. HDPE or concrete, shall be installed where the other utility is crossing beneath the APA pipeline/distribution main.

HDPE or concrete, shall be installed where the other utility is crossing above the APA pipeline/distribution main.

No protective slabbing is required for utility crossings greater than 500 mm separation.

Note 2: Structures and large utilities crossing APA Networks operated assets need to be self-supporting so that future repairs or maintenance of the asset can occur as per **Section 4.2 Third Party Assets and Structures**.

Note 3: Horizontal separation includes utility surface access pits, thrust blocks and/ or footings.

Note 4: Additional horizontal separation may be required depending on the extent of the planned works, local soil conditions and trench stability of the existing gas asset. This is particularly relevant where works occur within the angle of repose of the existing gas asset (e.g. parallel trenching that is deeper than the existing gas asset) and may result in undermining.

Note 5: In accordance with 'AS/NZS 4853 – Electrical hazards on metallic pipelines' without further information and APA engineering assessment, no electrical power poles for 66kV or above are permitted within the following separation distances of steel gas assets;

- If the power line has an Overhead Earth Wire (**OHEW**) – 15 m;
- If power line does not have an OHEW – 100 m;

Note 6: Where electrical poles (including street lighting and traffic signals) are proposed which place the gas asset within the no dig zone specified by the electrical authority either of the following shall occur;

a) The poles shall be designed with deeper foundations to be self-supporting if the gas asset needs to be excavated. Or;

b) For non-metallic assets relocated into a conduit that extends past the no dig zone.

Note 7: Clearance for electrical cables and earthing systems from steel gas assets must be reviewed in accordance with **Section 4.6 Earthing and Electrical Effects**. Electrical cables, substations and/or earthing systems installed in the vicinity of steel gas assets require an Earth Potential Risk (**EPR**) and Low Frequency Induction (**LFI**) assessment to AS/NZS 4853.

Note 8: Requires a setback distance to stay away from the Measurement Length (refer to **Table 14 Glossary of Terms and Abbreviations**). Alternatively, the setback distance may be reduced if protection slabbing is installed along the Sensitive Use Location where interaction with the Measurement Length occurs. This may also be limited to the development area subject to APA engineering assessment.

Note 9: Pipeline protection needs to be assessed and shown on the design plans with design clearances. This includes recoating, bridge slab or asset strike protection slab.

Note 10: Clearance may be dependent on demonstrating that there is sufficient continuous ventilation.

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For construction and land use activities around gas assets the minimum horizontal clearances referenced in **Table 3** must be followed.

Table 3 Minimum Clearances for Construction Works and Land Use Activities

Construction and Land Use Activities	Minimum Horizontal Clearance	
	Transmission Pressure & Critical Distribution Mains	Non-Critical Distribution Pressure Mains
Excavation without APA representative present **(Note 1)**	3000 mm	N/A
Trenchless Excavation **(Note 1)**	3000 mm Refer to **Section 5.6**	1000 mm Refer to **Section 5.6**
Temporary Heavy Vehicle Traffic (greater than 4.5T)	If the load has not been assessed, maintain a Horizontal separation of 3000 mm. APA engineering assessment must be completed if crossing asset. Refer to **Section 4.7** Temporary and Permanent Vehicle Crossings	Refer to **Section 4.7** Temporary and Permanent Vehicle Crossings
Installation of Piles, Piers or Poles	Refer to **Table 2** and **Section 5.7**	
Hot Works from Construction Activities	Any hot works within 5000 mm of an open trench containing gas asset or where cover is less than 300 mm. Refer to **Section 5.8**. **(Note 2)**	
Compaction	**Section 5.10** for Compaction Limits Maximum Compaction Limits	
Vibration Limits	No vibration within 3000 mm of the pipeline and greater distance to comply with **Section 5.9**	
Blasting, Seismic Survey or the use of Explosives	Approval required for works within 100m. Refer to **Section 5.11**.	
Lifting over exposed gas asset	Not permitted over the gas asset. Refer to **Section 5.12** for Suspended Materials above Gas Assets and No Go Zones for Cranes.	
Clearance of crane outriggers to gas assets	Not permitted within 3000 mm of gas asset. Refer to **Section 5.12** for Suspended Materials above Gas Assets and No Go Zones for Cranes.	
Clearance of temporary material from pipeline	Not permitted within 3000 mm of gas assets. Refer to **Section 5.13** for Temporary Materials.	

Note 1: Excavation covers NDD, mechanical excavation and trenchless excavation (boring, HDD, pipeline bursting and tunnelling).

Note 2: Horizontal separation distance also applies to any pits or valve covers.

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4.2 Third Party Assets and Structures

Structures, including but not limited to buildings, walls, canopies, footings, pile caps or retaining walls, must not transfer any load to or be installed over any gas asset.

The design of any third party asset or structure must take into account future safe access of any gas assets in the vicinity. The proposed third party asset or structure must be installed in a way that prevents the angle of repose from encroaching into the future access zone as specified in **Section 4.1** around the existing gas asset.

Any third party asset or structure installed within proximity to a transmission pipeline or critical distribution pressure main must be designed to be self-supporting and allow for a minimum excavation window 1m on either side of the asset and 700 mm below the edge of the asset, for maintenance of the asset. This self-supporting design information is required to be shown on the construction drawings supported by geotechnical data and calculations. Construction of structures on pipeline easements are not permitted without explicit consent from APA.

Distribution pressure gas mains must be offset from the expected predominant building line at a distance in accordance with **Table 4**. Transmission pressure gas assets shall be per **Table 2**.

Table 4 Minimum Building Offset Distances for Distribution Pressure Gas Mains

Diameter (DN)	MAOP (kPag)			
	≤210	>210 ≤ 420	>420 ≤ 600	>600
≤110	0.5 m	0.5 m	1.0m	3 m
>110 ≤ 160	0.5 m	0.5 m	3 m	5 m
>160	0.5 m	3 m	3 m	8 m

Gas assets may be located underneath curbing or strip footings for road safety barriers for short sections up to 10 m to allow for tapers. The integrity of the gas asset to be located underneath the curbing or strip footing may require inspection, repair, recoating and / or slabbing depending on the existing condition and extent of proposed works.

Posts or poles which are located in road reserve, or otherwise exposed to vehicle impact, must be designed such that there will be no damage to the gas asset in the event of a vehicle impact.

For works in Victoria, consent from the relevant State Minister is required under Section 120 of the *Pipelines Act 2005* (VIC) for the erection of structures or buildings within 3,000 mm of a transmission pressure asset. Ministerial consent must be arranged through Energy Safe Victoria (**ESV**) following review and acceptance of the proposed designs by APA Networks.

4.3 Landscaping Plans

Vegetation may limit line of site, access and passage along an existing gas asset alignment, while the associated roots may damage existing buried pipe, coating or other ancillary equipment (e.g. cables). Above ground gas infrastructure may also be exposed to hazards from falling vegetation and increased fire risk. Additionally, trees and tree roots may limit access to the gas asset in an emergency, during normal operations and when make new connections or modifications.

Landscaping plans which include vegetation should select tree species which do not have vigorous root activity and do not exceed above 5m in height when fully mature when planted within 3m of gas assets. The pre-selection of trees considered suitable for planting within road reserves and near gas assets should also consider interference with, or damage to, other underground and overhead services.

For all landscaping works within 3 m of transmission pressure or critical distribution pressure gas assets the following details must submitted to APA for review and approval prior to planting.

- Tree species – botanical and common name
- Mature tree buttress and canopy diameter
- Mature tree height

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- Maximum root ball diameter
- Offset from gas asset
- Method of protection to gas asset

Trees to be planted within 3 m of transmission pressure or critical distribution pressure gas assets, should also adhere to **Table 5** below.

Note: Horizontal separation is measured from pipe edge to edge of mature trunk or mature drip line, whichever is the greater.

Strata cells are not considered an appropriate protection from tree roots. If strata cells are to be installed in the vicinity of existing buried gas assets, the controls identified in **Table 5** must be used for protection.

Table 5 Protection of Distribution Gas Assets from Vegetation

Vegetation Types	Requirements	Horizontal Separation from Pipe Edge to Vegetation			
		Greater than 3 m	1.5 to 3m	1.5 to 0.5 m	<0.5 m
Trees or Large Shrubs	Min. separation of 3 m is required between trees and pipe if no protection methods are utilised.				
Medium and Small Shrubs	Within 1.5 m – 0.5 m protection methods must be utilised.				
Ground cover and grasses	No protection methods required.				

Gas Protection Methods	
	No protection methods required, provided separation limits are followed.
	Within 3 m, tree species which have mature buttress diameters less than 0.15 m and do not have invasive or deep roots may be accommodated without protection methods after consultation with APA Networks **(Note 1)**. For trees with mature buttress diameters greater than 0.15 m one of the following gas protection methods must be implemented; 1. Lowering or relocation of the gas asset to a minimum of 1.2 m cover. 2. Installation of new gas conduit beyond the structural root zone (**SRZ**) of the mature tree species for future use. **(Note 2)** 3. Installation of a root barrier system. System to be 1 m deep or extend 250mm below the gas asset, whichever is the greater.
	Within 1.5 m installation of a root barriers system is mandatory and gas protection methods are as follows; 1. Installation of a robust root barrier system. System to be 1 m deep or extend 250 mm below the gas asset, whichever is the greater. **AND** 2. Lowering or relocation of the gas asset to a minimum of 1.2 m cover. **OR** 3. Installation of new gas conduit beyond the SRZ of the mature tree species for future use. **(Note 2)**
	Planting directly over gas assets is not permitted in any location, as it prevents emergency and maintenance access. Tree roots can damage gas asset resulting in gas leaks.

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Note 1: Refers to the minimum 1.5 m structural root zone for a mature buttress diameter less than 0.15 m mandated under AS 4970 – Protection of trees on development sites.

Note 2: Suitable protection method for PE mains only. Conduits to be recorded in Geographic Information System (**GIS**) for future referencing.

Note 3: On transmission pressure assets vegetation must not limit line of site along the buried gas assets alignment, all signage must remain each in sight of the other.

4.4 Surface Levels and Conditions

Decreases or increases to surface levels must consider depth of cover requirements for gas assets specified in **Table 6**. This is in addition to maintaining a minimum working cover from the top of the gas asset to the underside of trenching or road box out works during construction as specified in **Table 2**. Vehicles must not cross gas assets at covers less than those specified in **Table 6** unless in accordance with **Section 5.10** for Compaction Limits or **Section 4.7** for Temporary and Permanent Vehicle Crossings.

Where existing surfaces are to be modified, finished cover levels are not to be reduced to less than existing levels, unless meeting the minimum requirements of **Table 6**. The requirement for, and the extent of, protective slabbing over any APA Networks operated asset will be determined by APA at its sole discretion with adherence to minimum depth of cover without physical protection as the preference. Depending on the location, local councils and relevant road/ rail authorities may have minimum depth of cover requirements that APA are required to meet which are more stringent than those listed in **Table 6**. Depth of cover requirements for individual consumer offtakes (service connections) are also provided in **Table 7**.

Details of any additional fill proposed to be placed on or within 3 metres of a gas asset, or within any applicable easement, must be clearly shown on plans and must be approved by APA Networks in writing. A maximum depth of cover of 2,500 mm for transmission pressure assets and 2000 mm for distribution assets apply in all locations; however, it is preferred not to exceed 1500 mm for both types of assets.

Table 6 Minimum Depth of Cover Requirements for Pipelines and Mains

Asset Location	Minimum Depth of Cover (Note 3)	
	Transmission Pressure Asset	Distribution Pressure Asset
Under Minor Road Pavement **(Note 1)**	• 1,200 mm • 1,200 mm to 1,000 mm with physical protection slabbing and APA engineering load assessment	• 750 mm • 750 mm to 600 mm with physical protection slabbing and APA engineering load assessment
Under Major Road Pavement **(Note 2)**	• 1,200 mm • 1200 mm to 1,000 mm with bridging slabs **(Note 4)**	• 1,200 mm • 1200 mm to 750 mm with bridging slabs **(Note 4)**
In Road Reserve but not Under Road Pavement	• 900 mm • 900 mm to 750 mm with protective slabbing contingent upon pipeline location class	• 750 mm • 750 mm to 600 mm with protective slabbing
Not in Road Reserve	• 900 mm • 750 mm with protective slabbing contingent upon pipeline location class	• 750 mm for > 210 kPa • 600 mm for ≤ 210 kPa
Railway Reserve	2000 mm **(Note 5)**	
Large Open Drain or Major Water Crossing	2000 mm **(Note 6)**	

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Note 1: Minor road pavements typically are owned by local councils.

Note 2: All roads owned by state and federal authorities are major roads. Roads owned by council may be major or minor roads. Covers less than 1200 mm may require dispensation from the relevant road authority.

Note 3: Protective slabbing must be installed where minimum depth of cover requirements cannot be met or are required to meet specific safety requirements. Bridging slabbing for transmission pressure assets may be replaced with protection slabbing following APA engineering assessment.

Note 4: The requirement for bridging slabs can be downgrade to physical protection slabbing where APA engineering assessment is completed and approved.

Note 5: Installation within railway reserve shall be in accordance with both AS 4799 and the respective operating standard for the gas assets i.e. AS 2885 and AS 4645.

Note 6: The minimum depth of cover of 2,000 mm shall consider future scour of the drain or waterway crossing. For man-made drains the depth of cover can be reduced to 1200 mm if sealed (i.e. concreted) and appropriately designed. For transmission pressure assets, waterway crossings shall be designed in accordance with AS 2885.1 – 2018 Clause 5.8.6.2. For all assets, as a minimum the following shall be considered;

a) A hydrological investigation to determine the stream power under peak stream, watercourse or waterway flows. The investigation shall determine the 1 in 100 year flood and the probable maximum flood and intermediate (optional) flood conditions.

b) A geotechnical investigation to determine the physical parameters of the crossings, and using the information from the hydrological investigation, the erosion potential. This assessment should also consider the meander potential of the watercourse so that the limits of special construction can be defined.

Table 7 Minimum Depth of Cover Requirements for Customer Offtakes (Services)

Asset Location	Customer Offtake size	
	≤ DN50	> DN50 and ≤ DN110 (Note 1)
Roadway	450 mm	600 mm
Private Property	300 mm	450 mm

Note 1: Customer offtakes (services) with diameters greater than DN110 shall have depth of cover in accordance with **Table 6**.

Changes to surface conditions (e.g. changing from nature strip to road pavement) or which place the gas asset in an inaccessible position (e.g. with excessive cover) may require slabbing, recoating and / or relocation. Changes to surrounding surface levels or conditions must also consider drainage and the potential to result in erosion of cover for gas assets. Additionally, gas fittings such as valves, stopple fittings or flanges must not be located underneath road pavement. An APA Engineering assessment will be required if this is not feasible, refer to **Section 6**.

Where a new hardstand surface is installed on non-metallic distribution pressure mains (e.g. a painted concrete driveway), consideration should be given to including a casing or enveloper pipe to APA requirements for insertion of future gas assets. This will ensure that the new hardstand surface is not modified as part of the future gas installation. Where a casing or enveloper pipe is installed for future insertion works surveyed as-constructed records are to be provided to APA Networks for incorporation into the GIS records.

For transmission pressure gas assets, any landscaping material should be level within the easement or a minimum of 3 m (but preferably 6 m) to each side of the pipeline, to permit excavating equipment to operate without having to destroy the adjacent landscaping.

4.5 Casings Vent Stacks

Casings provide mechanical protection and protection to gas assets from external loadings. Some cased crossings are sealed and fitted with a casing vent stack, which gas leaks are identified via.

The following APA requirements are to be applied for works near casing vent stacks:

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- Casing vent stacks cannot be removed unless an alternative arrangement has been approved by APA Networks or they have been assessed as being redundant;
- Unfettered access is to be maintained to casing vent stacks; and
- Minimum distance from casing vent stack discharge point to any electrical installation or overhead structure must be 1000 mm.

4.6 Earthing and Electrical Effects

Steel gas assets are susceptible to adverse effects from electrical sources such as above and below ground cables, substations, transformers, earth rods, cathodic protection systems or electrified tram / train lines.

Without any further information or engineering assessment, earthing systems for distribution (≥11kV) and transmission (≥66kV) power lines must satisfy the Earth Potential Rise (**EPR**) Level 1 (Conservative) compliance of AS/NZS 4853 – 2012 Table 4.3 & 4.5 which specifies separation distances from pipe appurtenances (e.g. valves, regulators, isolation joints), access points or earth points (including cathodic protection test points). For the potential hazards to be accepted as low risk on the basis of a Level 1 assessment the separation between a conductive structure or substation and pipeline subject to EPR shall be greater than the values given in **Table 8** below.

Table 8 Separation Distances for Pipeline Subject to EPR from Power Lines (Level 1 Assessment)

Fault Current or Actual Current (A) (Note 2, 3)	Separation Required (m) - Note 1			
	Distribution Power Line (≥11kV)		Transmission Power Line (≥66kV)	
	100 Ω.m	500 Ω.m	100 Ω.m	500 Ω.m
150	40	190	N/A	N/A
300	80	390	N/A	N/A
500	130	660	N/A	N/A
750	200	1,000	N/A	N/A
1,000	270	1,300	60	310
3,000	N/A	N/A	190	940
6,000	N/A	N/A	380	1,900
10,000	N/A	N/A	635	>3,500

Note 1: Earth resistivity of 500 Ω.m shall be used for dry sand or rock and 100 Ω.m for all other cases.

Note 2: If the fault current is unknown for a distribution power line (≥11kV), a fault current of 1000 A shall be used for the first pass assessment.

Note 3: If the transmission power line (≥66 kV) uses an OHEW, uses values up to 3,000 A (this assumes a current split of 30% of 10 kA). For lines without an OHEW, use values up to 10,000 A for current going down the structure.

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Without any further information or engineering assessment, distribution (≥11 kV) and transmission (≥66 kV) power lines parallel to steel gas assets must satisfy the Low Frequency Induction (**LFI**) Level 1 (Conservative) compliance of AS/NZS 4853 – 2012 Table 4.2 & 4.4 which specifies maximum acceptable power line to pipeline exposure length.

Per AS/NZS 4853 – 2012 the pipeline expose length (average separation for the parallel section) under LFI conditions shall be less than the values given in **Table 9** below.

Table 9 Exposure Length for Pipeline Subject to LFI from Power Lines (Level 1 Assessment)

Power line to pipeline separation (m)	Exposure Length (m) – Note 1	
	Distribution Power Line (≥11kV) – 100 Ω.m	Transmission Power Line (≥66kV) – 100 Ω.m
5	180	95
10	210	110
20	240	127
50	310	165
100	400	210
200	550	290
500	950	500

Note 1: Without soil resistivity data, assessments are to be completed assuming 100 Ω.m. If soil resistivity data is available refer to AS/NZS 4853 – 2012.

Where AS/NZS 4853 Level 1 EPR or LFI requirements cannot be achieved a Level 2 and/or 3 assessment will be required.

The third party must provide to APA detailed plans of any source(s) of earthing and/ or electrical effects proposed to be located in the vicinity of steel gas assets, with an assessment report compliant with AS/NZS 4853 Electrical Hazards on Metallic Pipelines. This assessment report is to determine any effects to existing cathodic protection or induced voltage mitigation systems from these types of installations. The third party must address any relevant requirements and any recommendations and/or actions must be implemented to the satisfaction of APA Networks. All cost association with the study, and implementing its recommendations and/ or actions are to be borne by the third party. The third party must also complete validation testing upon completion of construction and provide all findings/ reports to APA Networks.

Hazards which may arise due to electrical systems located in the vicinity of steel gas assets include the following:

- Accidental contact between gas assets and electrical systems;
- Capacitive coupling;
- Conductive coupling;
- Electromagnetic induction;
- Low Frequency Induction (LFI);
- Earth Potential Rise (EPR), including due to fault current or lightning discharge; and,
- Adverse cathodic protection interference in excess of those allowed under AS 2832.1 or relevant state regulations

4.7 Temporary and Permanent Vehicle Crossings

Vehicle crossings over existing gas assets are limited to light vehicles (Gross Vehicle Mass not greater than 4.5 tonnes unless advised otherwise by APA Networks in writing) on unsealed surfaces or Heavy Vehicles (compliant General Access Vehicles) on established road pavements.

Any proposed new crossings must be assessed and authorised in writing by APA Networks.

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A maximum surface pressure of 400 kPa is allowable directly above buried gas assets. However, any surface pressure exceeding this limit or where cover over the gas asset has been reduced from **Table 6** will require an APA Engineering Assessment and approval.

Where soil conditions exhibit poor compaction and load bearing characteristics, such as wet soil conditions, equipment is not permitted to cross the gas asset irrespective of weight without establishing a stable sealed surface or road plates.

Crane footings or bog mats must not be placed where the angle of repose can influence an existing gas asset without express written approval by APA. Where the existing gas asset is within the angle of response, the maximum surface pressure due to the crane must be provided.

5 PART 3 - CONSTRUCTION AND LAND USE REQUIREMENTS

Extreme care should be exercised at all times when working around existing gas assets, as repair works will be fully chargeable and may result in delays to any works. Refer to the duty of care outlined in **Section 1.4** and the requirements of this section when selecting construction methods.

5.1 Land Use Change

Where works proposed by a third party may result in a change in land use within the Measurement Length (as defined in AS/NZS 2885.6 for Pipelines – Gas and Liquid Petroleum) of transmission assets, such works may also be subject to formal approval requirements through APA Networks and applicable local and state government planning processes.

This may also require a Safety Management Study (SMS) report be completed and approved by APA Networks. This SMS report is generated from an SMS workshop involving an independent SMS facilitator, third party and APA Networks. APA Networks is the owner of the SMS report and any resulting recommendation/ actions must be implemented to the satisfaction of APA Networks prior to the commencement of any physical works.

Certain categories of development, such as Sensitive Use Locations (refer to **Table 14 Glossary of Terms and Abbreviations**), are not appropriate to be located with the Measurement Length. In certain circumstances, the otherwise unacceptable risks associated with such developments may be alleviated with the aid of installing protective slabbing over the transmission pipeline or undertaking other protection and mitigation measures.

Sensitive Use Locations near transmission pipelines are designated under AS/NZS 2885.6 and identify land where the consequences of a Failure Event may be increased because it is developed for use by sectors of the community who may be unable to protect themselves from the consequences of a pipeline Failure Event.

Sensitive uses are defined as follows;

- Schools, which includes colleges
- Hospitals and aged care facilities such as nursing homes, elderly people's homes
- Prisons and jails
- Sheltered housing
- Buildings with five or more stories
- Large community and leisure facilities, large open air gatherings
- Day care facilities
- Other potentially difficult to evacuate facilities
- Other structures as defined by relevant local councils.

For further information regarding the SMS process, refer to APA Networks Encroachment and Land Use Change SMS Trigger Procedure, **400-PR-L-0003**.

5.2 Permits and Site Watch

Transmission pressure assets and critical distribution pressure assets, must have a permit issued prior to proposed works in the vicinity of the existing assets, including any proving activities. Following the issue of a permit, a site watch inspector may be required to verify that the activities are carried out appropriately.

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Other distribution pressure assets not considered critical will only require site watch as determined by APA Networks.

Where a permit is required, the response provided to the BYDA enquiry will include the relevant forms and process to be followed for submitting a permit request.

While BYDA recommends completing the request two business days prior to undertaking works, this is to ensure that the location information is obtained. This may not allow sufficient time for APA Networks to supply site watch. Further delays may be experienced if the proposed works are significantly complicated, do not meet the requirements of this document or if insufficient information is provided.

It is an offence in all jurisdictions to undertake activities in the vicinity of transmission pipelines without prior authorisation by the operator.

5.3 Coating Surveys and Leakage Surveys

Where proposed works have potential to indirectly damage pipe coating (i.e. due to compaction) or result in a leak of the gas asset (e.g. vibration of cast iron pipes), additional monitoring activities such as Direct Current Voltage Gradient (**DCVG**) or leakage surveys may be required.

If required, chargeable DCVG surveys will be conducted prior to works to establish any existing coating faults which exist on the gas asset. A subsequent DCVG survey will be conducted at the conclusion of works, and where new faults have developed on the gas asset, repairs shall be made with costs charged to the works owner. Surveys can be conducted prior to finalising road surfaces to avoid costly repairs.

A similar chargeable survey program can be applied where leakage surveys are required. However, additional surveys may be necessary throughout works to ensure work crews do not operate in a gaseous environment once leaks are caused.

5.4 Pipeline Repairs, Recoating and Slabbing

Buried steel assets operated by APA Networks are coated to provide protection from corrosion.

Where the surface conditions above a buried steel pipe are changed which may limit future access to the existing gas asset an assessment of the coating condition will likely be triggered.

The requirement for pipeline recoating is assessed by APA Networks on a case by case basis, based on the proposed works, but will generally be dependent on the following:

- The asset class;
- The existing coating type, age and condition;
- Increase in loading that can bring forward any pipeline anomalies; and,
- Changes limiting access to the existing asset(s), such as the installation of slabbing, road pavement, culverts, embankment ramps or any other feature.

A chargeable coating survey carried out in accordance with **Section 5.3** may be required to assess the condition of the existing gas asset coating.

Recoating and/ or associated slabbing works over any gas asset will be determined by APA Networks Engineering Assessments and any applicable risk assessments (Safety Management Study or Formal Safety Assessment).

Pipeline repairs, recoating and slabbing that form part of any third party commercial agreement will be charged to the third party.

The requirement for, and the extent of, slabbing over any APA Networks operated asset will be determined by APA at its sole discretion and may depend on factors other than only changes in depth of cover discussed in **Section 4.4**. Slabbing may be required for the following reasons:

- Removable protective slab to provide protection from third party mechanical excavation;
- Bridging slab to provide protection from external loadings e.g. insufficient depth of cover combined with vehicle traffic.

Slabbing must be installed with adequate separation from the pipe, which may impact the undisturbed cover requirement, and cannot be installed directly underneath road pavement or at surface level.

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Any bridging slab designs prepared by a third party must be accompanied by certification from the registered practising structural engineer (Registered Professional Engineer Queensland (**RPEQ**) required for works in Queensland, and so on as required for other States and Territories) confirming that the design is adequate to prevent pipeline loading.

5.5 Exposure of Buried Gas Assets

5.5.1 General

Excavation works covers Non-Destructive Digging (**NDD**) and mechanical excavation. All such excavations must be completed in accordance with APA's direction.

The Third Party or its Contractor can perform exposure works on APA Networks operated assets via NDD using vacuum excavation and subsequent mechanical excavation works under the following conditions:

- **A current BYDA request is available for the works.**
- An approved Authority to Work Permit (**ATWP**) is issued for works near transmission pipelines or critical mains.
- APA Site Watch Officer is present for works near transmission pipelines or critical mains as outlined on the ATWP.
- The Third Party (or its Contractor) shall ensure they have their own SWMS, Risk Assessment, Environmental Management Plan, Tool Box Talk, Traffic Management and Pre-Start in line with their own corporate policy in place prior to works commencing.
- All underground assets have been identified by surface marking where within or close to the excavation area prior to proceeding with planned proving works (i.e. hand or NDD (e.g. Hydro-Vacuum Excavation). Any non-recorded assets should be identified prior to breaking ground (e.g. excavation or cutting).
- A check for gas leaks has been conducted prior to the commencement of work.
- If the mechanical excavation operator cannot see the spotter (where applicable, APA Site Watch Officer), he or she must stop moving immediately and not resume movement until contact has been established. Spotters must be aware of their surroundings and should never walk into the path of a vehicle, moving equipment or a swinging load. They need to scan the ground to become aware of any trip or fall hazards.
- If excavations are greater than 1.5 m or ground conditions are considered unstable benching/ battering/ shoring must be utilised. Additionally, appropriate ladders/ ramps or steps must be utilised to ensure safe access and egress.
- **Under no circumstances is mechanical equipment to be used within 300 mm of any gas asset.**

5.5.2 Physically Proving Gas Assets

Prior to mechanical excavation of the gas assets, the asset shall be physically proven by NDD or through the use of hand excavation. The method used will vary based on the criticality of the asset. The requirements in **Section 5.5.1** shall be implemented prior to physically proving the gas asset.

Technique 1 – Vacuum Excavation (Critical and Non-Critical Gas Assets)

A vacuum truck can be used to prove and expose the gas asset. Please ensure the requirements detailed in **Section 5.5.3** are adhered to.

Technique 2 – Hand Excavation (Critical and Non-Critical Gas Assets)

If the anticipated depth of cover of the gas asset is less than 1m (measured from the top of pipe) then hand excavation shall be used to expose the gas asset. The use of round edge shovels should be used to avoid damage to the pipe or coating. In the event that the anticipated depth of cover of the gas asset is greater than 1m then mechanical excavation can be undertaken in accordance with the requirements of **Section 5.5.4** but must stop when within 1m of the gas asset (i.e. 1.3m anticipated depth means that 300 mm of cover can be removed by mechanical excavation and the

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remainder by hand excavation as described above. The anticipated depth shall be based on the shallowest result from BYDA or pipe locator.

Technique 3 – Hand + Excavation (Non-Critical Gas Assets ONLY)

If the gas asset is deemed non-critical then a combination of hand digging and excavation can be used. This technique requires the third party to hand excavate 300 mm then mechanically excavate the first 150 mm. In this technique the hand excavation shall always lead the mechanical excavation by 150 mm. Once within 300 mm of the gas asset then only hand excavation is allowed.

5.5.3 Hydro-Vacuum Excavation

Where hydro-vacuum excavation is used in the vicinity or to expose existing gas assets, the following conditions must be applied:

- Ensure the general requirements in **Section 5.5.1** are adhered to prior to the works commencing.
- Root cutting heads shall not be used at any time.
- When locating pipelines and mains, a maximum water pressure of 2500 PSI (17200 kPa) may be used to a depth no greater than 450 mm. Below this depth, the maximum water pressure shall be set in accordance with **Table 10** for the asset type in the vicinity.
- When locating customer offtakes (services), a maximum water pressure of 2500 PSI (17200 kPa) may be used to a depth no greater than 300 mm. Below this depth, the maximum water pressure shall be set in accordance with **Table 10** for the asset type in the vicinity.
- Where air is used in place of water the air pressure shall not exceed 175 PSI (1200 kPa).
- A minimum distance of 200 mm shall be maintained between the nozzle tip and subsoil and vertical movements avoided (i.e. nozzle shall not touch or be inserted into soil).
- The wand shall never remain motionless during excavation. Aiming directly at the gas asset shall be avoided at all times.
- NDD vacuum equipment must not come into contact (impact) with the pipe or coating.
- Once a gas asset has been exposed via hydro-vacuum methods, a visual check must be undertaken to ensure no damage has occurred to the pipe or its coating. Damage caused to the pipe coating by the third party will be chargeable.
- A dead man trigger or similar, shall be installed and used on the wand.
- If conduits are to be installed for identification of the gas assets location the conduit shall be offset to one side and recorded or a flexible conduit installed over the gas asset. The placement of PVC pipes directly on the gas asset may cause damage to the pipe coating and require repair at the contractor's expense.
- Vacuum excavated holes shall be cleaned of any rocks and debris and backfilled with a minimum 300 mm of sand.

Personnel operating NDD equipment shall monitor ground conditions to determine and adjust for the lowest water pressure setting and vacuum used to adequately expose the gas asset. The objective shall be to use the lowest possible pressure and vacuum required to adequately excavate in order to minimise risk of coating and/or pipe damage. **Table 10** provides the maximum water pressure to be used for various pipe and coating types.

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Table 10 Maximum Water Pressure for Hydro-Vacuum Excavation

Pipe / Coating Type		Max. Water Pressure (PSI)	Pipe / Coating Type	Max. Water Pressure (PSI)
Steel	Coal Tar Enamel Coated	1,000	**Steel – Mummified fittings** (e.g. valves, flanges)	Not Permitted
	Polyethylene Tape Coated	1,000	**Cast Iron**	1,000
	Polyethylene Coated	2,000	**Polyethylene**	2,000
	Trilaminate Coated	2,000	**Nylon or PVC**	1,500
	FBE or HBE Coated	2,000	**Unknown Material or Steel Pipe Coating**	1,000
	Uncoated	2,500		

5.5.4 Mechanical Excavation

Prior to commencing any excavation works the general requirements in **Section 5.5.1** must be adhered to.

Where works are to be carried out within 3 m of the gas alignment and to 1 m of the known gas main depth, the contractor is required to pothole and expose the gas asset as outlined in **Section 5.5.5**.

Prior to the mechanical excavation commencing ensure the excavator is in working order and all pre-start equipment checks are completed.

Excavators with general purpose buckets (e.g. mud bucket, general purpose teeth) up to 30 tonnes are permitted to conduct mechanical excavations in the vicinity of existing APA gas assets in accordance with APA requirements. Any variation of excavator size or bucket type will require assessment and approval by APA Networks. Buckets with any type of tiger or penetration teeth are not permitted unless explicitly approved by APA Networks.

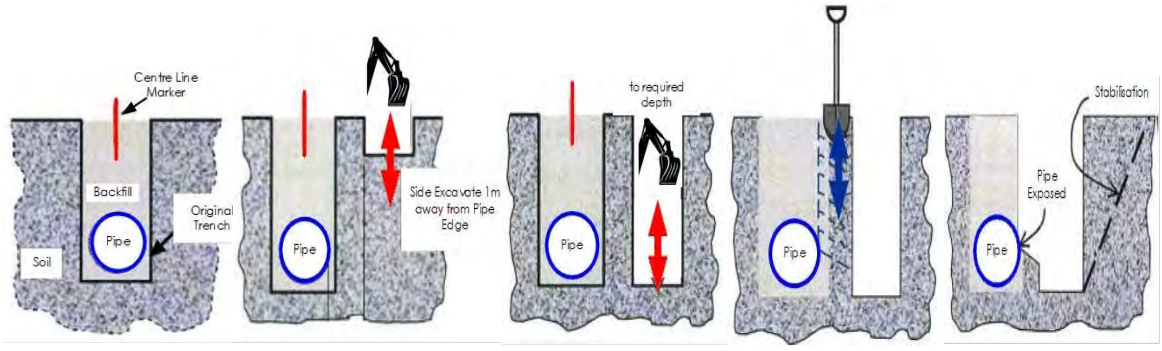
Critical Gas Assets

No mechanical equipment shall be used within 1 m of the potholed depth of the critical gas asset, except under explicit on site direction from an APA representative (i.e. APA Site Watch).

Under no circumstances is mechanical equipment to be used within 300 mm of any gas asset.

Once the gas asset has been positively proven, as outlined in **Section 5.5.2**, mechanical excavations can commence at a minimum of 300 mm offset from the outer edge of the pipe. The third party shall not mechanical excavate directly over a critical gas asset, with hand excavation only directly over the alignment or to expose the asset.

Figure 3 Gas Asset Side Excavation Method



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Non-Critical Gas Assets

Mechanical excavation is permitted directly over the top of non-critical gas assets however **under no circumstances is mechanical excavation equipment to be used within 300 mm of any gas asset.** If the third party is in doubt with regards to the criticality of the gas asset, then the excavation method outlined for critical gas assets shall be used.

Prior to the mechanical excavation commencing, the asset shall be physically proved as outlined in **Section 5.5.2**. Once the depth has been physically proven the third party can proceed with excavating around the gas asset until within 300 mm. From this point hand excavation or NDD is required.

5.5.6 Protection During Exposure

Additional protection measures are required where an exposed gas asset may be subject to impact from construction activities, sagging of exposed pipe and trench instability. Any works requiring exposure and protection of the gas asset should have an accompanying methodology and approval by APA Networks.

Physical protection (e.g. structural steel protection, sandbags, wrapped with split PVC pipe) should be installed around the exposed gas asset when exposed, particularly when new infrastructure is planned to be installed crossing below the gas asset. If the gas asset is to be exposed for longer than one day or otherwise left unattended, suitable barricades, security fencing and/ or steel plates will be required to provide protection from vehicles, dropped objects (such as construction materials) or vandalism.

Unsupported exposed pipe lengths require protection from sagging by using suitable supports such as sandbags or slings. Where slings or other support types come into contact with the gas asset, protection methods must be employed (e.g. wrapped with split PVC pipe) to prevent damage to the existing pipe or coating. Exposed unsupported joints must also be identified and supported during works. The maximum allowable length of exposed pipe without support is provided in **Table 11**.

Table 11 Maximum Unsupported Lengths of Exposed Pipe

<table>
<tr><th>Gas Asset Diameter (mm)</th><th>Steel Maximum Unsupported Length (mm)</th><th>Polyethylene Maximum Unsupported Length (mm)</th><th>Other Material Maximum Unsupported Length (mm)</th></tr>
<tr><td>≤20</td><td>2,000</td><td>1,500</td><td rowspan="6">1,500
(Note 1)</td></tr>
<tr><td>>20 & ≤63</td><td>2,800</td><td>2,000</td></tr>
<tr><td>>63 & ≤100</td><td>3,600</td><td rowspan="4">3,000</td></tr>
<tr><td>>100 & ≤150</td><td>4,200</td></tr>
<tr><td>>150 & ≤250</td><td>5,000</td></tr>
<tr><td>>250</td><td>5,700</td></tr>
</table>

Note 1: Particular care should be taken for other materials include cast iron, PVC or nylon due to the unpredictable nature of the joints.

Additional protection and support during trench or bell-hole excavation works to minimise ground instability may also be necessary to protect the integrity of existing gas assets during exposure works. Trenches are to be inspected prior to commencing works each day and monitored by the onsite party responsible for the excavation. APA shall be notified of any condition likely to affect the stability of trench.

Any deep excavations, within 3 m of a gas asset, shall be designed and constructed such that the effects of subsidence, collapse or extreme weather will not affect the gas asset. Any such excavations prepared by a third party must be accompanied by certification from a registered practising engineer (RPEQ required for works in Queensland, and so on as required for other States and Territories) confirming that the design is adequate to protect the gas asset.

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5.5.7 Backfill and Reinstatement

Prior to backfilling, a minimum of 150 mm of bedding sand must be placed around all gas assets. Bedding sand shall be in accordance with APA specification **400-SP-L-0002**, which can be provided to third parties upon request. The bedding must be compacted in accordance with **Section 5.10**, including suitable compaction and backfill of the underside of the gas asset to prevent any further vertical movement during subsequent layers above the asset. APA may require geo-fabric installation between different trench reinstatement products to prevent sand migration in which nonwoven fabric is required and needs to extend 1000 mm past either side of the utility crossing.

The bedding material shall be clean, free from all sharp objects, sandbags, clay material, vegetable matter, building debris and disused road paving material to the specification provided by APA. Recycled bedding material and stabilised sand must not be used unless explicitly approved by APA.

The remainder of the excavation shall be backfilled and compacted in accordance with **Section 5.10**, at maximum increments of 300 mm to a density which is similar to the surrounding sub-grade material. Only clean fill material shall be used, preferably the same as the natural soil in the area, and free from ash, weeds and pest plants, salt or any chemicals which could harm the gas assets. Where required, concrete slabbing shall be installed in accordance with **Section 5.4**.

In all circumstances gas warning tape / marker board shall be installed in accordance with the following requirements:

- Gas warning tape installed at 300 mm below finished surface level.
- Gas marker board installed 300 mm above the top of the pipe.

Note, where gas warning tape cannot be installed 300 mm below the finished surface level due to road pavement box out, marker board is to be installed 50 mm below the box out work zone.

In situations where a physical protection slab or bridging slab has been utilised an additional layer of gas marker board must be installed 50 mm above the slabbing.

The excavated area is to be reinstated to the original condition or as approved by APA and the relevant local council, road authority or landowner as applicable. Any marker signs removed during excavation works must also be reinstated in original positions. Additional marker signs may be required at new infrastructure crossings as directed by APA.

5.6 Trenchless Excavation

Trenchless excavation covers horizontal directional drilling (**HDD**), boring, pipe bursting and tunnelling. These activities are considered high risk that require additional controls to prevent damage to existing gas assets. This includes proving the existing gas asset location and depth for all horizontal bores, as well as providing a witness trench to verify that the bore will pass the asset with sufficient separation.

A witness trench must be used in addition to live electronic tracking of the bore head. The witness trench must be prepared to the specification provided in **Table 12**. The progressive measurement of the length of the bore must also be made and plotted along its proposed direction to ensure the bore head has not missed the witness trench. The bore head must be exposed in the witness trench, when the crossing is above the existing gas asset.

For all assets installed via trenchless excavation a vertical separation aligning with the maximum borehole diameter (e.g. reamed diameter) shall be demonstrated. For transmission pressure and distribution pressure assets this vertical separation distance is 1000 mm and 600 mm, respectively.

If the works run parallel to a transmission pressure or critical gas assets a minimum separation distance of 3 m must be maintained. For non-critical gas assets, the minimum separation distance of 1 m must be maintained. For works running parallel to gas assets, proving of the actual location of the gas asset must occur every 4 m.

Note: It is expected that HDD operators working near gas assets hold the national competency RIICCM202 – Identify, location and protect underground service.

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Table 12 Minimum Witness Trench Dimensions

Crossing Type	Witness Trench Depth	Witness Trench Dimensions
Crossing Above Existing Gas Asset	To bottom (invert) of gas asset	Witness trench shall be 1000 mm to 2000 mm in front of the gas asset on the approach side. Witness trench shall be min. 1500 mm long and 300 mm wide centred on bore centre line.
Crossing Below Existing Gas Asset	To bottom (invert) of gas asset plus 500 mm	

Dispensation may be considered where detailed long sections are provided for assessment by APA and where depths of existing gas assets or separation to the bore are greater than 2500 mm.

Pipe bursting is not permitted within 1000 mm of an existing gas asset.

5.7 Piles, Piers or Poles

No piling such as pile-driving, sheet-piling or hammer-piling is permitted within 15 m of an existing gas asset unless explicit consent has been provided by APA. In all instances, vertical bored (augured) piles, piers or poles are preferred.

Where installation of piles, piers or poles are proposed between 500 mm and 1000 mm clearance from a gas asset (distribution and transmission pressures, respectively), the area directly below the proposed pile, pier or post location must be excavated to a level equivalent to the bottom (invert) of the existing gas asset, and works started from that depth.

Note: Proving of the gas asset must be completed in accordance with the requirements set out in **Section 5.5.2** prior to the commencement of any works.

Temporary steel plates may also be installed between the gas asset and the proposed pile, pier or post used for vertical bore methods within this clearance to provide extra protection.

Note: Direct vibration monitoring on the gas main may be required depending upon the installation method utilised. Refer to **Section 5.9** for APA Networks vibration limits.

5.8 Hot Works for Construction Activities

Typical hot works include grinding, welding, thermal or oxygen cutting or heating, and other related heat producing or spark-producing operations. Heat sources or hot works must not impact gas assets, taking into consideration that the ground or adjacent structures may also be capable of transmitting heat.

In order to safely undertake hot works, response procedures in the event of fire or flammable gas detection must be prepared and monitoring for flammable gases must be undertaken during works.

APA must approve any hot works where there is less than 300 mm ground cover to buried gas assets, or within 5,000 mm of any exposed gas assets (including any pits or valve covers). A heat shield or barrier may be required to provide protection if it cannot be demonstrated that works can be undertaken without impacting the gas asset.

5.9 Vibration Limits

Significant vibration may arise from activities such as blasting, piling, tunnelling and HDD/boring.

To avoid damage to existing APA Networks operated pipes and coatings, the following vibration limits must not be exceeded at any point on the pipe:

a) For cast iron mains: 5 mm/s maximum Peak Particle Velocity (**PPV**) measured on the pipe.

b) For steel pipe with a coal tar enamel (**CTE**) coating or with poor coating health: 10 mm/s maximum PPV measured on the pipe.

c) For non-coal tar enamel pipe coatings and other pipe materials (i.e. steel, PE, PVC or Nylon): 20 mm/s maximum PPV measured on the pipe.

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d) For blasting, the above vibration limits can be increased if supported by calculations in accordance with Design Guidelines for Buried Steel Pipeline – American Lifelines Alliance American Society of Civil Engineers (**ASCE**) and approved in writing by an APA Networks Integrity Engineer.

Note: Cast iron mains are particularly susceptible to damage by vibration. The PPV limit may not prevent leaks from cast iron and may require additional gas leakage survey activities during works in accordance with **Section 5.3**.

For vibration monitoring adopt an alarm at 80% of the acceptable PPV value and when the alarm is activated, the work must stop and be re-assessed. Short incursions up to 100% are acceptable, for sustained periods of vibration longer than 5 minutes, works must be stopped.

The zone of influence for vibration assessment undertaken by the third party is shown below;

- For compaction, refer to **Table 13**.
- For trenchless excavation (HDD/ boring), refer to **Section 5.6**.
- For piling refer to **Section 5.7**.
- For blasting refer to **Section 5.11**.

5.10 Compaction Limits

Compaction activities such as establishing a base course for a road pavement may result in damage to the pipes and coatings of existing gas assets. Compaction limits in the vicinity of existing gas assets are summarised in **Table 13**.

Table 13 Maximum Compaction Limits

Horizontal Separation (m)	Minimum Cover to Top of Gas Asset (mm)	Compaction Limits
≤3 **(Note 1)**	300	Small handheld compactor only
	500	Large handheld compactor Maximum 4 tonne tandem drum static roller
	750	Maximum 8 tonne tandem drum static roller
	1200	Maximum 10 tonne tandem drum static roller subject to APA approval
>3 & ≤10	All	Maximum 8 tonne tandem drum vibrating roller
>10 & ≤15	All	Maximum 10 tonne tandem drum vibrating roller
>15	All	Any compaction method

Note 1: Compaction within 3 m of gas assets is limited to static rollers. If vibration compaction is necessary a robust vibration assessment and construction methodology signed off by an RPEQ for works in Queensland, and so on as required for other States and Territories, will need to be produced by the third party for review and approval by an APA Networks Integrity Engineer.

5.11 Blasting / Seismic Survey / Explosives

Blasting, seismic survey or the use of explosives is not permitted within 100 m of a gas asset unless explicit approval is provided by APA Networks. The size and quantity of the explosives to be used will determine how close to the pipeline blasting will be permitted. In all cases, blasting methods must be arranged to limit ground vibrations so that the peak particle velocity does not exceed acceptable limits. At no stages will blasting be permitted within 3 m of the pipeline.

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5.12 Suspended Materials above Gas Assets and No Go Zones for Cranes

Where gas assets are exposed, no cranes, excavators or backhoes are permitted to carry or suspend materials directly over or across a gas asset without an APA Networks approved lifting plan and SWMS.

Outriggers must be set up outside a 3 m radius from gas assets unless otherwise approved by APA Networks in writing.

5.13 Temporary Materials

In all instances it is preferred that temporary materials (e.g. soil, shipping containers) are not stored on top of transmission pressure and critical gas assets. Temporary material must not restrict access and should be placed at least 1,500 mm from the alignment of these assets unless otherwise approved by APA Networks.

6 PART 4 - ALTERATION OF EXISTING GAS ASSETS

Where the proposed third party works do not comply with the requirements of this document, and adequate additional controls or a specialised engineering solutions cannot be developed, alteration of the existing gas assets will be required.

Gas asset alterations will only be undertaken under a Recoverable Works Agreement (**RWA**) appropriate to the scope and extent of the works required.

An Early Works Agreement (**EWA**) may also be required where works are proposed which require proving, engineering design activities or purchase of long lead items. This will allow for completion of these items prior to execution of a RWA and avoid delaying works.

If either or both these agreements are required, then APA Networks will enter negotiations with the relevant third party and any costs will be payable by that third party.

INFORMATION ONLY

7 GLOSSARY OF TERMS AND ABBREVIATIONS

Table 14 Glossary of Terms and Abbreviations

Term/ Abbreviation	Meaning
AGN	Australian Gas Networks
APA	Each entity that forms part of the APA Group
APA Engineering Assessment	Covers technical assessments which may involve field integrity assessments that may or may not include the use of specialist Consultants managed by APA.
APA Networks Operated Assets	APA Networks acts as the asset operator on behalf of entities Australian Gas Networks (AGN), Allgas, APA, Origin and Queensland Nitrates (QNP) and operates in New South Wales, Northern Territory, Queensland, South Australia and Victoria.
APA Permit Issuing Officer	The APA Permit Issuing Officer is responsible for opening the Permit To Work, validating APA Networks assets have been located and being the Site Watch for works within the gas Easement or Protected Zone.
AS	Australian Standard
ASCE	American Society of Civil Engineers
ATWP	Authority to Work Permit
CTE	Coal Tar Enamel
Damage	Physical damage to and interference with APA's assets. Damage includes reducing design life, coating damage, dents, scratches, rupture, cutting of cathodic protection cables. Damage can also include potential impacts that APA pipelines can have on third party assets.
BYDA	Before You Dig Australia (previously known as Dial Before You Dig (DBYD))
DCVG	Direct Current Voltage Gradient
Depth of Cover	Vertical distance from the existing natural ground surface to the top of the buried gas asset
EPR	Earth Potential Rise
ESV	Energy Safe Victoria
EWA	Early Works Agreement

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Excavation	Excavation refers to manual digging or mechanised digging operation with plant or equipment which involves trenching and trenchless excavation. Trenchless excavation covers boring, Horizontal Directional Drilling (HDD), pipe bursting and tunnelling.
FBE	Fusion Bonded Epoxy
GIS	Geographic Information System
HBE	High Build Epoxy
HDD	Horizontal Directional Drilling
Hot Works	Hot works are defined as grinding, welding, thermal or oxygen cutting or heating, and other related heat-producing or spark-producing operations. Heat sources or hot works must not impact pipelines, taking into consideration that the ground or adjacent structures may also be capable of transmitting heat.
LFI	Low Frequency Induction
LPG	Liquefied Petroleum Gas
MAOP	Maximum Allowable Operating Pressure
Measurement Length	The maximum length of pipeline route which presents an extended source of hazard on the basis that an event of failure could affect any part of the development or specific location relevant to the development. The maximum length corresponds to the heat radiation hazard associated with a 4.7 kW/m^2 heat radiation contour for an ignited full bore rupture calculated in accordance with AS/NZS 2885.6. If the pipeline is designed as a no rupture pipe, then the measurement length corresponds to a credible leak size.
NDD	Non-Destructive Digging (NDD) refers to either hand digging or Non-Destructive Pot Holing using a vacuum pipe connected to a vacuum truck with either a water lance or air lance. Hydro-Vacuum Excavation consists of a water lance and vacuum truck and is used to physically prove existing assets.
OHEW	Overhead Earth Wire
PE	Polyethylene
Pipe Bursting	Pipe bursting refers to a pipe being inserted to a larger pipe that results in the larger pipe being damaged. For an example of pipe bursting, refer to the following You-Tube video: https://www.youtube.com/watch?v=HX5beh0ubGY
Pipeline Easement	The pipeline area shown on a survey plan and referenced on the property title.
Predominate Building Line	The expected predominate building line relates to the façade of the building, not necessarily the property boundary.
Protected Zone	A Protected Zone is an area extending both horizontally and longitudinally along a gas asset. It is the area where loads and/or any hot works may potentially cause damage to the gas asset.

INFORMATION ONLY

	The Protected Zone refers to works near APA Networks gas assets or works within the vicinity of the gas assets that may cause an unacceptable risk to the asset in accordance with Table 2 Minimum Clearances or Table 3 Minimum Clearances for Construction Works and Land Use Activities
PTW	Permit to Work
PPV	Peak Particle Velocity
PVC	Polyvinyl Chloride
QNP	Queensland Nitrates Plant
RPEQ	Registered Profession Engineer Queensland
RWA	Recoverable Works Agreement
Sensitive Use Locations	This is designated as Class "S" as per AS/NZS 2885.6 Pipelines - Gas and liquid petroleum - Pipeline safety management and refers to the sub location class. Sensitive Use Location Class (S) identifies land where the consequences of a FAILURE EVENT may be increased because it is developed for use by sectors of the community who may be unable to protect themselves from the consequences of a pipeline FAILURE EVENT. Sensitive uses are defined as follows: • Schools which includes colleges • Hospitals • Aged care facilities such as nursing homes, elderly people's homes • Prisons and jails • Convalescent homes • Sheltered housing • Buildings with five or more stories • Large community and leisure facilities, large open air gatherings • Day care facilities • Other potentially difficult to evacuate facilities • Other structures as defined by relevant local councils. The Sensitive Use Location Class "S" must be assigned to any section of a gas transmission pipeline where there is a sensitive development within the applicable Measurement Length.

INFORMATION ONLY

Site Watch	An APA Site Watch representative can be the Permit Issuing Officer for excavation work within a gas Easement or Protected Zone and is referred to as the primary spotter for excavation works. The secondary spotter is provided by the Contractor. The primary spotter has the ultimate decision regarding works within the gas Easement or Protected Zone which includes the method of excavation, starting and stopping excavation work. The APA Site Watch representative is the nominated competent person responsible for the following; • Making themselves highly visible and everyone on the job site should be aware of the Site Watch's role; • Communication to personnel operating mobile plant and equipment ensuring minimum clearance to above and below ground assets is maintained and the construction methodology is adhered to and complies with APA Networks requirements. Ensuring personnel do not encroach within the swing radius of the operating machinery.
SMS	Safety Management Study
SMWS	Safe Work Method Statement used by APA or Contractors to execute field work. The risks and associated control measures risk assessments should be transferred to SWMS.
SRZ	Structural Root Zone
Structures	Structures refer to third party structures which includes, but is not limited to; temporary or permanent buildings, walls, canopies, footings, pile caps or retaining walls
Third Party	The person or entity and their agents or Contractors that propose to undertake work near APA assets.
Third Party Assets	Third Party Assets include roads, utilities and structures.
Third Party Excavation	Third Party Excavation which is **not** associated with APA (e.g. road works, utility installation, private development, fencing).
Third Party Works Classification	The Third Party Work Classification as shown in **Section 3.3** covers the following three work classifications: 1. No Impact to gas assets 2. No Objection Under Conditions 3. Enquiry Escalated for Alteration
Transmission Pipeline	Gas transmission pipeline which includes all associated equipment such as cathodic protection, earthing grid, instrumentation and electrical cables.
Utilities	Includes water, wastewater, drainage, telecommunications cables, power poles and cables owned by individuals or organisations other than APA Networks.
Voltage	Difference of potential normally between conductors or between conductors and earth as follows: a) Extra-low voltage – Not exceeding 50V a.c. or 120 V ripple-free d.c. b) Low voltage – Exceeding extra-low voltage, but not exceeding 1000 V a.c. or 1500 V d.c.

INFORMATION ONLY

	c) High voltage – Exceeding low voltage.
Works	The development of any type of buildings, structures and other obstructions (including residential buildings, pools, sheds, carports, major developments, transport infrastructure, services, stockpiles, trees), and any work that causes changes to the ground (including movement of heavy vehicles, blasting, tunnelling, pile driving, ground compaction, earthworks, open and trenchless excavations)

INFORMATION ONLY

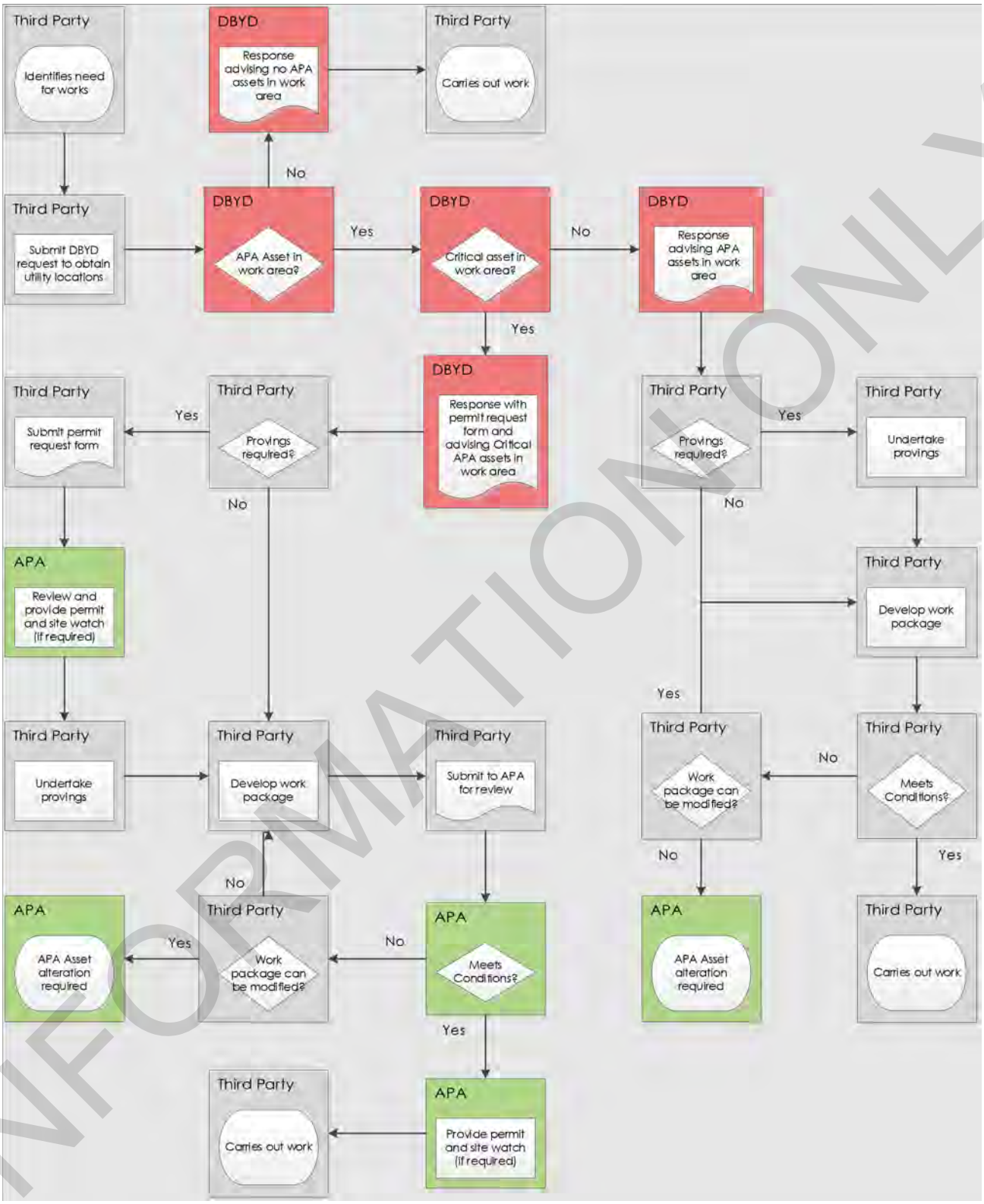
8 DOCUMENT REFERENCES

Table 15 Document References

External Standards	
API RP 1102	Steel Pipeline Crossing Railroads and Highways
AS 2832.1	Cathodic protection of metals: Pipes and cables
AS 2885.0	Pipelines – Gas and liquid petroleum: General requirements
AS/NZS 2885.1	Pipelines – Gas and liquid petroleum: Design and Construction
AS/NZS 2885.2	Pipelines – Gas and liquid petroleum: Welding
AS 2885.3	Pipelines – Gas and liquid petroleum: Operations and Maintenance
AS 2885.5	Pipelines – Gas and liquid petroleum: Field Pressure Testing
AS/NZS 2885.6	Pipelines – Gas and liquid petroleum: Pipeline safety management
AS/NZS 4645.1	Gas Distribution Networks - Network Management
AS/NZS 4645.2	Gas Distribution Networks - Steel Pipe Systems
AS/NZS 4645.3	Gas Distribution Networks - Plastics Pipe Systems
AS 4799	Installation of Underground Utility Services and Pipelines Within Railway Boundaries
AS 4827.1	Coating defect surveys for buried pipelines Part 1: Direct current voltage gradient (DCVG)
AS/NZS 4853	Electrical Hazards on Metallic Pipelines
AS 4970	Protection of trees on development sites
Standard Policies, Procedures, Specifications, Guidelines, Forms and Templates	
400-SP-L-0002	Networks Bedding Material Specification
400-PR-L-0003	Encroachment and Land Use Change SMS Trigger Procedure

INFORMATION ONLY

APPENDIX A GENERAL DBYD RESPONSE PROCESS



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BEFORE YOU DIG
www.byda.com.au

Before You Dig Australia

Classification: Networks

Enquiry date	11/09/2025	
Sequence number	260994942	
Work site address	14 Tooten Rd Wollert VIC	3750

INFORMATION ONLY

APA Australia's energy infrastructure partner

For your immediate information

THERE IS A GAS PIPELINE OR INFRASTRUCTURE ASSETS (GAS ASSETS)

located in close vicinity to your works.

Enquiry Date:	11/09/2025
Enquirer:	The Manager
Sequence Number:	260994942
Work Site Address:	14 Tooten Rd Wollert VIC 3750

Thank you for your Before You Dig enquiry regarding the location of gas assets.

We confirm there are Gas Assets located in close vicinity of the above location.

Caution: Damage to gas assets may result in explosion, fire and personal injury.

Please ensure you read all the relevant information contained in this response to your BYDA enquiry including reviewing the **APA Guidelines for Works Near Existing Gas Assets** and clearly understand and comply with all requirements relating to your scope of work.

If you have any queries relating to this information, or you are unable to comply with requirements of the APA Guidelines for Works Near Existing Gas Assets contact the APA Before You Dig Officer

- **Phone 1800 085 628**
- **Email BYDA_APA@apa.com.au**

for clarification before proceeding with any work.

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Before You Dig Checklist

1. Plan

- Review maps provided with this BYDA response and confirm the location of your work site is correct.
- Review the **APA Guidelines for Works Near Existing Gas Assets** and clearly understand requirements relating to my scope of work.

2. Prepare

- Electronically locate gas assets and mark locations.
- Note: Look for visible evidence of gas assets at the worksite which may not be shown on plans.

3. Pothole

- Physically confirm ('prove') the location of gas assets by potholing by hand excavation or non- destructive vacuum excavation methods in accordance with **APA Guidelines for Works Near Existing Gas Assets**.
- Road authorities, councils, utilities and their authorised contractors and agents are responsible to pothole or use other suitable methods to verify the location and depth of all gas assets, including gas (inlet) services, prior to commencing any works.

4. Protect

- Protect gas assets by maintaining clearances whilst excavating and following conditions provided by APA.
- Where required by APA, only conducting work in proximity to gas assets while Site Watch is on site.
- Where applicable, APA Authority To Work permit conditions are clearly understood and complied with.
- Strap and support exposed mains and inlet services. Cover exposed mains to prevent damage until the excavation can be permanently restored.

5. Proceed

- Only proceed with your work once you have completed all the planning, preparation, potholing and protection requirements.
- APA BYDA response (including maps) are on site for reference at all times, and less than 30 days old.

INFORMATION ONLY

Contacts

Contacts APA Group	
Enquiry	**Contact Numbers**
General enquiries or feedback regarding this information or gas assets.	APA – Before You Dig Officer Phone: 1800 085 628 Email: BYDA_APA@apa.com.au
Gas Emergencies	Phone: 1800 GAS LEAK (1800 427 532)

Site Watch

Site Watch is where an APA field officer attends your work site to monitor and ensure controls are in place to protect critical gas assets from damage during work.

The following rates apply for this service (1 hour minimum charge):

Item	Rate (excl. gst)
Site Watch – Business Hours	$143.42 per hour
Site Watch – After Hours	$175.06 per hour
Cancellation Fee *Fee applies where cancelations received after 12pm (midday), 1 business day prior to the booking.*	$286.84

Contact APA – Before You Dig officer for state specific hours of business.

INFORMATION ONLY

Site Address:	14 Tooten Rd Wollert VIC 3750	**Sequence Number:**	260994942

INFORMATION ONLY

Scale 1: 6000

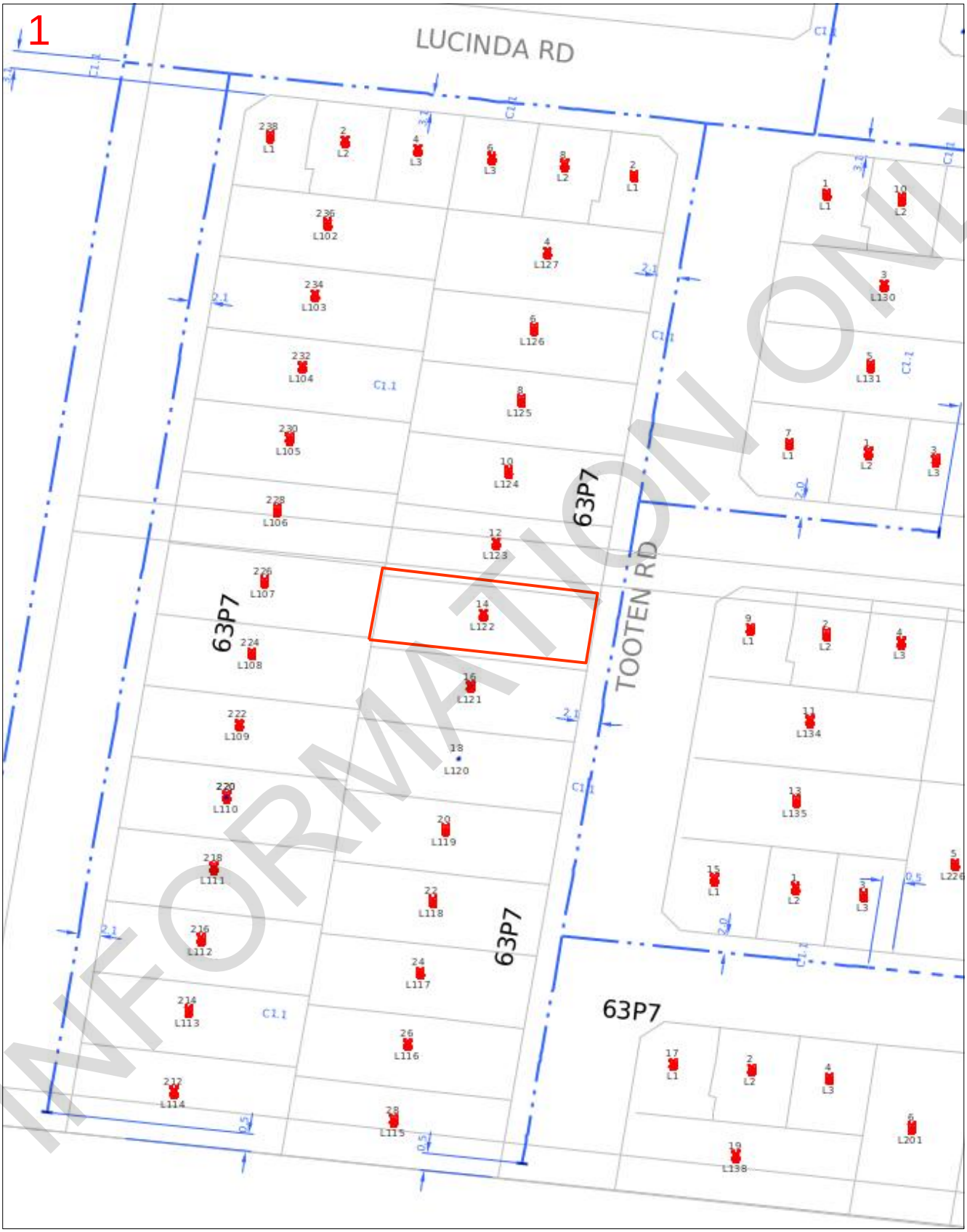
Map Sources: Esri, Garmin, HERE, FAO, NOAA, USGS,
© OpenStreetMap contributors, and the GIS User Community

Enquiry Area

Map Key Area

CVM 118 of 168 KB

Site Address:	14 Tooten Rd Wollert VIC 3750	**Sequence Number:**	260994942



INFORMATION ONLY

Scale 1: 700

Map Sources: Esri, Garmin, HERE, FAO, NOAA, USGS,
© OpenStreetMap contributors, and the GIS User Community

Enquiry Area

Map Key Area

CVM 119 of 168 KB

Legend

Pipe

- Low pressure
- Medium pressure
- High pressure
- Transmission pressure
- Critical main (behind pipe)
- Proposed (pressure by colour)
- LPG (pressure by colour)
- Hydrogen blended (pressure by colour)
- Abandoned
- Idle/inactive
- Sleeve
- Casing (behind pipe)

Area

- BYDA area of interest

Pipe code and material

C* (for example, C2)	Cast iron
CU	Copper
N2	Nylon
P*	Polyethylene (PE)
P3	Polyvinyl chloride (PVC)
P6, P7, P9–P12	Medium density PE
P2, P4, P8	High density PE
S*	Steel
W2	Wrought galv iron
W3	PE coat wrought galv iron

Object

- Valve
- Buried valve
- Regulator
- Gas supplied = yes
- CP rectifier terminal
- CP test station
- CP anode
- CP bond wire
- Syphon
- Trace wire point

Abbreviation

BoK	Back of kerb	FoK	Front of kerb
C	Depth of cover	Galv	Galvanized
CP	Cathodic protection	NTI	Not tied in

Example

Pipe

40P6 in 80C2	40 mm high pressure medium density poly in an 80 mm cast iron casing
63S8	63 mm medium pressure steel

Pipe code

Pipe diameter in millimetres is shown before pipe code.
40P6 = 40 mm nominal diameter

This map was created in colour and should be printed in colour

INFORMATION ONLY

Important information

- Refer to requirements relating to construction, excavation and other work activities in the **APA Guidelines for Works Near Existing Gas Assets** document with this BYDA response.
- BYDA enquiries are valid for 30 days. If your works commence after 30 days from the date of this response a new enquiry is required to validate location information.
- For some BYDA enquiries, you may receive two (2) responses from APA. Please read both responses carefully as they relate to different assets.
- Gas (inlet) services connecting Gas Assets in the street to the gas meter on the property are not marked on the map. South Australia Only – if a meter box is installed on the property, a sketch of the gas service location may be found inside the gas meter box. APA does not guarantee the accuracy or completeness of these sketches.

Free Gas Pipeline Awareness Training and Information

PROFESSIONALS

APA offers online and in-person toolbox forums to support safe work near underground gas assets. Topics include distribution and transmission pipelines, the permit process, and gas emergencies, with content suited for companies of all sizes. A Continuing Professional Development certificate is available upon completion.

Scan the QR code to register for an online toolbox, or email **damageprevention@apa.com.au** to request an in-person presentation.

HOMEOWNERS

If you're working near your home's gas pipes stay safe and view APA's video guide **'Working Safely Near Gas Lines: A DIY Homeowner's Guide'** which offers simple tips to avoid damaging gas pipes.

Scan the QR code to view the video, or for more information email **damageprevention@apa.com.au**

Disclaimer and legal details

- This information is valid for 30 days from the date of this response.
- This information has been generated by an automated system based on the area highlighted in your BYDA request and has not been independently verified.
- Map location information is provided as AS5488-2022 Quality Level D, as such supplied location information is indicative only.
- Whilst APA has taken reasonable steps to ensure that the information supplied is accurate, the information is provided strictly on the condition that no assurance, representation, warranty or guarantee (express or implied) is given by APA in relation to the information (including without limitation quality, accuracy, reliability, completeness, currency, sustainability, or suitability for any particular purpose) except that the information has been disclosed in good faith.
- Any party who undertakes activities in the vicinity of APA operated assets has a legal duty of care that must be observed. This legal obligation requires all parties to adhere to a standard of reasonable care while performing any acts that could foreseeably harm these assets.

INFORMATION ONLY

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Australia's energy infrastructure partner

Referral
260994940

Member Phone
1800 687 626

Responses from this member

Response received Thu 11 Sep 2025 2.02pm

File name	Page
Response Body	57
4678_NBN_Dial_Before_You_Dig_Poster_20170517.pdf	58
260994940_20250911_040135837956_1.pdf	60
Disclaimer_260994940_20250911_040135837956.pdf	63

INFORMATION ONLY

Hi The Manager,

Please find attached the response to your DBYD referral for the address mentioned in the subject line.
The location shown in our DBYD response is assumed based off the information you have provided. If the location shown is different to the location of the excavation then this response will consequently be rendered invalid.
Take the time to read the response carefully and note that this information is only valid for 28 days after the date of issue.
If you have any further enquiries, please do not hesitate to contact us.

Regards,
Network Services and Operations
NBN Co Limited
P: 1800626329
E: dbyd@nbnco.com.au
www.nbnco.com.au

Confidentiality and Privilege Notice
This e-mail is intended only to be read or used by the addressee. It is confidential and may contain legally privileged information. If you are not the addressee indicated in this message (or responsible for delivery of the message to such person), you may not copy or deliver this message to anyone, and you should destroy this message and kindly notify the sender by reply e-mail. Confidentiality and legal privilege are not waived or lost by reason of mistaken delivery to you. Any views expressed in this message are those of the individual sender, except where the sender specifically states them to be the views of NBN Co Limited

Please Do Not Reply To This Mail

INFORMATION ONLY

Working near nbn™ cables

nbn has partnered with Dial Before You Dig to give you a single point of contact to get information about **nbn** underground services owned by **nbn** and other utility/service providers in your area including communications, electricity, gas and other services. Contact with underground power cables and gas services can result in serious injury to the worker, and damage and costly repairs. You must familiarise yourself with all of the Referral Conditions (meaning the referral conditions referred to in the DBYD Notice provided by **nbn**).

Practice safe work habits

Once the DBYD plans are reviewed, the Five P's of Excavation should be adopted in conjunction with your safe work practices (which must be compliant with the relevant state Electrical Safety Act and Safe Work Australia "Excavation Work Code of Practice", as a minimum) to ensure the risk of any contact with underground **nbn** assets are minimised.

Plan: Plan your job by ensuring the plans received are current and apply to the work to be performed. Also check for any visual cues that may indicate the presence of services not covered in the DBYD plans.

Prepare: Prepare for your job by engaging a DBYD Certified Plant Locator to help interpret plans and identify on-site assets. Contact **nbn** should you require further assistance.

Pothole: Non-destructive potholing (i.e. hand digging or hydro excavation) should be used to positively locate **nbn** underground assets with minimal risk of contact and service damage.

Protect: Protecting and supporting the exposed **nbn** underground asset is the responsibility of the worker. Exclusion zones for **nbn** assets are clearly stated in the plan and appropriate controls must be implemented to ensure that encroachment into the exclusion zone by machinery or activities with the potential to damage the asset is prevented.

Proceed: Proceed only when the appropriate planning, preparation, potholing and protective measures are in place.

INFORMATION

Working near **nbn**™ cables

Identify all electrical hazards, assess the risks and establish control measures.

When using excavators and other machinery, also check the location of overhead power lines.

Workers and equipment must maintain safety exclusion zones around power lines.

Once all work is completed, the excavation should be re-instated with the same type of excavated material unless specified by **nbn**. Please note:

- Construction Partners of **nbn** may require additional controls to be in place when performing excavation activities.
- The information contained within this pamphlet must be used in conjunction with other material supplied as part of this request for information to adequately control the risk of potential asset damage.

Contact

All nbn™ network facility damages must be reported online here.
For enquiries related to your DBYD request please call 1800 626 329.

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Disclaimer

This brochure is a guide only. It does not address all the matters you need to consider when working near our cables. You must familiarise yourself with other material provided (including the Referral Conditions) and make your own inquiries as appropriate.

nbn will not be liable or responsible for any loss, damage or costs incurred as a result of reliance on this brochure.

This document is provided for information purposes only. This document is subject to the information classification set out on this page. If no information classification has been included, this document must be treated as UNCLASSIFIED, SENSITIVE and must not be disclosed other than with the consent of nbn co. The recipient (including third parties) must make and rely on their own inquiries as to the currency, accuracy and completeness of the information contained herein and must not use this document other than with the consent of nbn co. Copyright © 2021 nbn co limited. All rights reserved.

To:	The Manager
Phone:	Not Supplied
Fax:	Not Supplied
Email:	lowcost@convey.com.au

Dial before you dig Job #:	51153816
Sequence #	260994940
Issue Date:	11/09/2025
Location:	14 Tooten Rd , Wollert , VIC , 3750

BEFORE YOU DIG
www.byda.com.au
Zero Damage - Zero Harm

Indicative Plans are tiled below to demonstrate how to layout and read nbn asset plans

1

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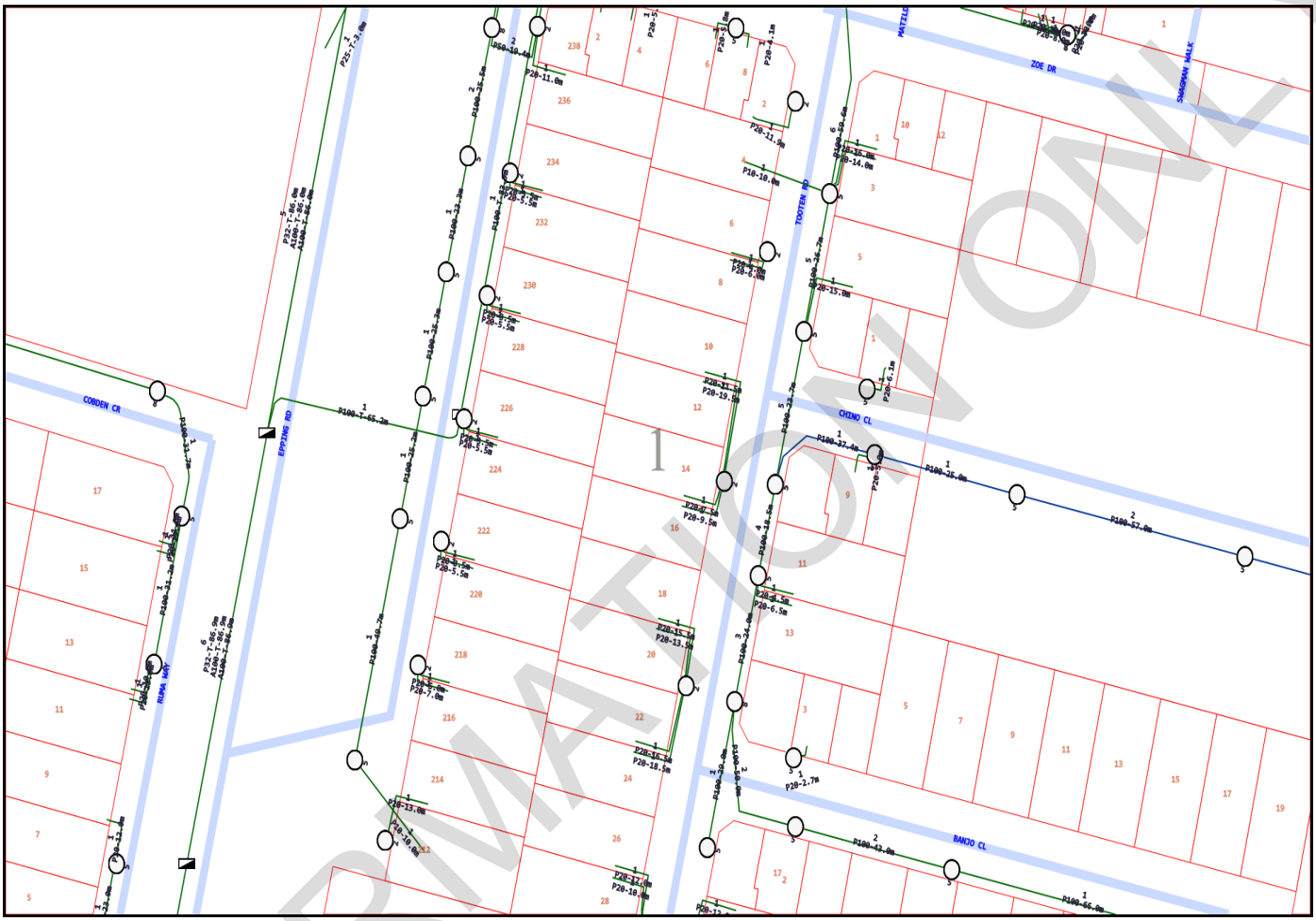
LEGEND

34	Parcel and the location
5	Pit with size "5"
2E	Power Pit with size "2E". Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null.
	Manhole
	Pillar
2 PO – T- 25.0m P40 – 20.0m 5 9	Cable count of trench is 2. One "Other size" PVC conduit (PO) owned by Telstra (-T-), between pits of sizes, "5" and "9" are 25.0m apart. One 40mm PVC conduit (P40) owned by NBN, between pits of sizes, "5" and "9" are 20.0m apart.
2 10.0m 5 9	2 Direct buried cables between pits of sizes ,"5" and "9" are 10.0m apart.
5 9	Trench containing any INSERVICE/CONSTRUCTED (Copper/RF/Fibre) cables.
5 9	Trench containing only DESIGNED/PLANNED (Copper/RF/Fibre/Power) cables.
5 9	Trench containing any INSERVICE/CONSTRUCTED (Power) cables.
BROADWAY ST	Road and the street name "Broadway ST"
Scale	0 20 40 60 Meters 1:2000 1 cm equals 20 m

INFORMATION ONLY



Emergency Contacts

You must immediately report any damage to the **nbn™** network that you are/become aware of. Notification may be by telephone - 1800 626 329.

INFORMATION ONLY

To:	The Manager
Phone:	Not Supplied
Fax:	Not Supplied
Email:	lowcost@convey.com.au

Before You Dig Australia Job #:	51153816
Sequence #	260994940
Issue Date:	11/09/2025
Location:	14 Tooten Rd , Wollert , VIC , 3750

Information

The area of interest requested by you contains one or more assets.

nbn™ Assets	Search Results
Communications	Asset identified
Electricity	No assets

In this notice **nbn™ Facilities** means *underground fibre optic, telecommunications and/or power facilities, including but not limited to cables, owned and controlled by* ***nbn™***

Location of **nbn™** Underground Assets

INFORMATION ONLY

We thank you for your enquiry. In relation to your enquiry at the above address:

- **nbn's** records indicate that there **ARE** **nbn™** Facilities in the vicinity of the location identified above ("Location").
- **nbn** indicative plan/s are attached with this notice ("Indicative Plans").
- The Indicative Plan/s show general depth and alignment information only and are not an exact, scale or accurate depiction of the location, depth and alignment of **nbn™** Facilities shown on the Plan/s.
- In particular, the fact that the Indicative Plans show that a facility is installed in a straight line, or at uniform depth along its length cannot be relied upon as evidence that the facility is, in fact, installed in a straight line or at uniform depth.
- You should read the Indicative Plans in conjunction with this notice and in particular, the notes below.
- You should note that, at the present time, the Indicative Plans are likely to be more accurate in showing location of fibre optics and telecommunications cables than power cables. There may be a variation between the line depicted on the Indicative Plans and the location of any power cables. As such, consistent with the notes below, particular care must be taken by you to make your own enquiries and investigations to precisely locate any power cables and manage the risk arising from such cables accordingly.
- The information contained in the Indicative Plan/s is valid for 28 days from the date of issue set out above.You are expected to make your own inquiries and perform your own investigations (including engaging appropriately qualified plant locators, e.g BYDA Certified Locators, at your cost to locate **nbn™** Facilities during any activities you carry out on site).

We thank you for your enquiry and appreciate your continued use of the Before You Dig Australia Service. For any enquiries related to moving assets or Planning and Design activities, please visit the **nbn** Commercial Works website to complete the online application form. If you are planning to excavate and require further information, please email dbyd@nbnco.com.au or call 1800 626 329.

Notes:

1. You are now aware that there are **nbn™** Facilities in the vicinity of the above property that could be damaged as a result activities carried out (or proposed to be carried out) by you in the vicinity of the Location.
2. You should have regard to section 474.6 and 474.7 of the *Criminal Code Act 1995* (CoA) which deals with the consequences of interfering or tampering with a telecommunications facility. Only persons authorised by **nbn** can interact with **nbn's** network facilities.
3. Any information provided is valid only for **28 days** from the date of issue set out above.

Referral Conditions

The following are conditions on which **nbn** provides you with the Indicative Plans. By accepting the plans,you are agreeing to these conditions. These conditions are in addition, and not in replacement of, any duties and obligations you have under applicable law.

1. **nbn** does not accept any responsibility for any inaccuracies of its plans including the Indicative Plans. You are expected to make your own inquiries and perform your own investigations (including engaging appropriately qualified plant locators, e.g BYDA Certified Locators, at your cost to locate **nbn™** Facilities during any activities you carry out on site).
2. You acknowledge that **nbn** has specifically notified you above that the Indicative Plans are likely to be more accurate in showing location of fibre optics and telecommunications cables than power cables. There may be a variation between the line depicted on the Indicative Plans and the location of any power cables.
3. You should not assume that **nbn™** Facilities follow straight lines or are installed at uniformed depths

INFORMATION ONLY

along their lengths, even if they are indicated on plans provided to you. Careful onsite investigations are essential to locate the exact position of cables.

4. In carrying out any works in the vicinity of **nbn** Facilities, you must maintain the following minimum clearances:
    - 300mm when laying assets inline, horizontally or vertically.
    - 500mm when operating vibrating equipment, for example: jackhammers or vibrating plates.
    - 1000mm when operating mechanical excavators.
    - Adherence to clearances as directed by other asset owner's instructions and take into account any uncertainty for power cables.
5. You are aware that there are inherent risks and dangers associated with carrying out work in the vicinity of underground facilities (such as **nbn™** fibre optic,copper and coaxial cables,and power cable feed to **nbn™** assets).Damage to underground electric cables may result in:
    - Injury from electric shock or severe burns, with the possibility of death.
    - Interruption of the electricity supply to wide areas of the city.
    - Damage to your excavating plant.
    - Responsibility for the cost of repairs.
6. You must take all reasonable precautions to avoid damaging **nbn™** Facilities. These precautions may include but not limited to the following:
    - All excavation sites should be examined for underground cables by careful hand excavation. Cable cover slabs if present must not be disturbed. Hand excavation needs to be undertaken with extreme care to minimise the likelihood of damage to the cable, for example: the blades of hand equipment should be aligned parallel to the line of the cable rather than digging across the cable.
    - If any undisclosed underground cables are located, notify **nbn** immediately.
    - All personnel must be properly briefed, particularly those associated with the use of earth-moving equipment, trenching, boring and pneumatic equipment.
    - The safety of the public and other workers must be ensured.
    - All excavations must be undertaken in accordance with all relevant legislation and regulations.
7. You will be responsible for all damage to **nbn™** Facilities that are connected whether directly, or indirectly with work you carry out (or work that is carried out for you or on your behalf) at the Location. This will include, without limitation, all losses expenses incurred by **nbn** as a result of any such damage.
8. You must immediately report any damage to the **nbn™** network that you are/become aware of. Notification may be by telephone - 1800 626 329.
9. Except to the extent that liability may not be capable of lawful exclusion, **nbn** and its servants and agents and the related bodies corporate of **nbn** and their servants and agents shall be under no liability whatsoever to any person for any loss or damage (including indirect or consequential loss or damage) however caused (including, without limitation, breach of contract negligence and/or breach of statute) which may be suffered or incurred from or in connection with this information sheet or any plans(including Indicative Plans) attached hereto. Except as expressly provided to the contrary in this information sheet or the attached plans(including Indicative Plans), all terms, conditions, warranties, undertakings or representations (whether expressed or implied) are excluded to the fullest extent permitted by law.

All works undertaken shall be in accordance with all relevant legislations, acts and regulations applicable to the particular state or territory of the Location. The following table lists all relevant documents that shall be considered and adhered to.

State/Territory	Documents
National	Work Health and Safety Act 2011
	Work Health and Safety Regulations 2011
	Safe Work Australia - Working in the Vicinity of Overhead and Underground Electric Lines (Draft)

INFORMATION ONLY

	Occupational Health and Safety Act 1991
NSW	Electricity Supply Act 1995
	Work Cover NSW - Work Near Underground Assets Guide
	Work Cover NSW - Excavation Work: Code of Practice
VIC	Electricity Safety Act 1998
	Electricity Safety (Network Asset) Regulations 1999
QLD	Electrical Safety Act 2002
	Code of Practice for Working Near Exposed Live Parts
SA	Electricity Act 1996
TAS	Tasmanian Electricity Supply Industry Act 1995
WA	Electricity Act 1945
	Electricity Regulations 1947
NT	Electricity Reform Act 2005
	Electricity Reform (Safety and Technical) Regulations 2005
ACT	Electricity Act 1971

Thank You,

nbn BYDA

Date: 11/09/2025

This document is provided for information purposes only. This document is subject to the information classification set out on this page. If no information classification has been included, this document must be treated as UNCLASSIFIED, SENSITIVE and must not be disclosed other than with the consent of nbn co. The recipient (including third parties) must make and rely on their own inquiries as to the currency, accuracy and completeness of the information contained herein and must not use this document other than with the consent of nbn co.

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INFORMATION ONLY

Referral
260994941

Member Phone
1800 653 935

Responses from this member

Response received Thu 11 Sep 2025 1.57pm

File name	Page
Response Body	68
AccreditedPlantLocators 2025-01-08a.pdf	70
Telstra Duty of Care v32.0c.pdf	71
260994941.pdf	73
Telstra Map Legend 4.0b.pdf	75

INFORMATION ONLY

Attention: The Manager

Site Location: 14 Tooten Rd, Wollert, VIC 3750

Your Job Reference: MC25-447-CLARKSON

Please do not reply to this email, this is an automated message -

Thank you for requesting Telstra information via Before You Dig Australia (BYDA).

This response contains Telstra information relating to your recent BYDA request.

Please refer to all enclosed attachments for more information.
Information for opening Telstra Asset Plans as well as some other useful contact information is noted in the attached documents.

Report Damage to Telstra Equipment: Report damages to Telstra equipment - Telstra

Please note:
When working in the vicinity of telecommunications plant you have a 'Duty of Care' that must be observed.
Ensure you read all documents (attached) - they contain important information.
Please also refer to the **Before you Dig Australia - BEST PRACTISE GUIDES and The five Ps of safe excavation** https://www.byda.com.au/before-you-dig/best-practice-guides/, The essential steps that must be undertaken prior to commencing construction activities.

WARNING - MAJOR CABLES and/or OPTIC FIBRE IN THE AREA.
Phone 1800 653 935 for further assistance.

Note: In some areas Telstra fibre routes may be marked as "Amcom", as Telstra has purchased much of this infrastructure. If in doubt, please contact Telstra Plan services on the number above. Telstra plans and information are only valid for 60 days from the date of issue.

WARNING:
Telstra plans and location information conform to Quality Level 'D' of the Australian Standard AS 5488 - Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing them. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy. Further on site investigation is required to validate the exact location of Telstra assets prior to commencing work. A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the assets are protected during construction works. See the **Before You Dig Australia - BEST PRACTISE GUIDES and The five Ps of safe excavation** https://www.byda.com.au/before-you-dig/best-practice-guides/.

Please note that:
- it is a criminal offence under the *Criminal Code Act* 1995 (Cth) to tamper or interfere with telecommunications infrastructure.
- Telstra will take action to recover compensation for damage caused to property and assets, and for interference with the operation of Telstra's networks and customers' services.

Telstra's plans contain Telstra's confidential information and are provided on the basis that they are used solely for identifying the location or vicinity of Telstra's infrastructure to avoid damage to this infrastructure occurring as part of any digging or other excavation activity. You must not use Telstra's plans for any other purpose or in a way that will cause Telstra loss or damage and you must comply with any other terms of access to the data that have been provided to you by Telstra (including Conditions of Use or Access).

(See attached file: Telstra Duty of Care v32.0c.pdf)

(See attached file: Telstra Map Legend 4.0b.pdf)

INFORMATION ONLY

(See attached file: AccreditedPlantLocators 2025-01-08a.pdf)

(See attached file: 260994941.pdf)

INFORMATION ONLY

General Information

Before you Dig Australia – BEST PRACTISE GUIDES

The five Ps of safe excavation
https://www.byda.com.au/before-you-dig/best-practice-guides/

OPENING ELECTRONIC MAP ATTACHMENTS –

Telstra Cable Plans are generated automatically in either PDF or DWF file types.
Dependent on the site address and the size of area selected.
You may need to download and install free viewing software from the internet e.g.

DWF Map Files (all sizes over A3)
Autodesk Viewer (Internet Browser) https://viewer.autodesk.com/ or
Autodesk Design Review http://usa.autodesk.com/design-review/ for DWF files. (Windows PC)

PDF Map Files (max size A3)
Adobe Acrobat Reader http://get.adobe.com/reader/

Telstra BYDA map related enquiries email Telstra.Plans@team.telstra.com
1800 653 935 (AEST Business Hours only)

REPORT ANY DAMAGE TO THE TELSTRA NETWORK IMMEDIATELY
Report online - https://www.telstra.com.au/forms/report-damage-to-telstra-equipment
Ph: 13 22 03
If you receive a message asking for a phone or account number say:
"I don't have one" then say "Report Damage" then press 1 to speak to an operator.

Telstra New Connections / Disconnections
13 22 00

Telstra asset relocation enquiries: 1800 810 443 (AEST business hours only).
NetworkIntegrity@team.telstra.com
https://www.telstra.com.au/consumer-advice/digging-construction

Telstra Aerial Assets Group (overhead network)
1800 047 909

CERTLOC Certified Locating Organisation (CLO)
certloc.com.au/locators/
Only Telstra authorised personnel and CERTLOC Locators can access Telstra's Pit and Pipe Network.

INFORMATION ONLY

Before You Dig Australia

Think before you dig

This document has been sent to you because you requested plans of the Telstra network through Before You Dig Australia (BYDA).

If you are working or excavating near telecommunications cables, or there is a chance that cables are located near your site, you are responsible to avoid causing damage to the Telstra network.

Please read this document carefully. Taking your time now and following the BYDA's Best Practices and 5 Ps of Safe Excavation https://www.byda.com.au/before-you-dig/best-practice-guides/

can help you avoid damaging our network, interrupting services, and potentially incurring civil and criminal penalties.

Our network is complex and working near it requires expert knowledge. Do not attempt these activities if you are not qualified to do so.

INFORMATION ONLY

Disclaimer and legal details

*Telstra advises that the accuracy of the information provided by Telstra conforms to Quality Level D as defined in AS5488-2013.

It is a criminal offence under the Criminal Code Act 1995 (Cth) to tamper or interfere with telecommunications infrastructure.

Telstra will also take action to recover costs and damages from persons who damage assets or interfere with the operation of Telstra's networks.

By receiving this information including the indicative plans that are provided as part of this information package you confirm that you understand and accept the risks of working near Telstra's network and the importance of taking all the necessary steps to confirm the presence, alignments and various depths of Telstra's network. This in addition to, and not in replacement of, any duties and obligations you have under applicable law.

When working in the vicinity of a telecommunications plant you have a "Duty of Care" that must be observed. Please read and understand all the information and disclaimers provided below.

The Telstra network is complex and requires expert knowledge to interpret information, to identify and locate components, to pothole underground assets for validation and to safely work around assets without causing damage. If you are not an expert and/or qualified in these areas, then you must not attempt these activities. Telstra will seek compensation for damages caused to its property and losses caused to Telstra and its customers. Construction activities and/or any activities that potentially may impact on Telstra's assets must not commence without first undertaking these steps. Construction activities can include anything that involves breaking ground, potentially affecting Telstra assets.

If you are designing a project, it is recommended that you also undertake these steps to validate underground assets prior to committing to your design.

This Notice has been provided as a guide only and may not provide you with all the information that is required for you to determine what assets are on or near your site of interest. You will also need to collate and understand all information received from other Utilities and understand that some Utilities are not a part of the BYDA program and make your own enquiries as appropriate. It is the responsibility of the entities undertaking the works to protect Telstra's network during excavation / construction works.

Telstra owns and retains the copyright in all plans and details provided in conjunction with the applicant's request. The applicant is authorised to use the plans and details only for the purpose indicated in the applicant's request. The applicant must not use the plans or details for any other purpose.

Telstra plans or other details are provided only for the use of the applicant, its servants, agents, or CERTLOC Certified Locating Organisation (CLO). The applicant must not give the plans or details to any parties other than these and must not generate profit from commercialising the plans or details.

Telstra, its servants or agents shall not be liable for any loss or damage caused or occasioned by the use of plans and or details so supplied to the applicant, its servants and agents, and the applicant agrees to indemnify Telstra against any claim or demand for any such loss or damage.

Please ensure Telstra plans and information provided always remains on-site throughout the inspection, location, and construction phase of any works.

Telstra plans are valid for 60 days after issue and must be replaced if required after the 60 days.

Data Extraction Fees

In some instances, a data extraction fee may be applicable for the supply of Telstra information. Typically, a data extraction fee may apply to large projects, planning and design requests or requests to be supplied in non-standard formats. For further details contact Telstra Location Intelligence Team.

Telstra does not accept any liability or responsibility for the performance of or advice given by a CERTLOC Certified Locating Organisation (CLO). Certification is an initiative taken by Telstra towards the establishment and maintenance of competency standards. However, performance and the advice given will always depend on the nature of the individual engagement.

Neither the Certified Locating Organisation nor any of its employees are an employee or agent for Telstra. Telstra is not liable for any damage or loss caused by the Certified Locating Organisation or its employees.

Once all work is completed, the excavation should be reinstated with the same type of excavated material unless specified by Telstra.

The information contained within this pamphlet must be used in conjunction with other material supplied as part of this request for information to adequately control the risk of potential asset damage.

When using excavators and other machinery, also check the location of overhead power lines.

Workers and equipment must maintain safety exclusion zones around power lines

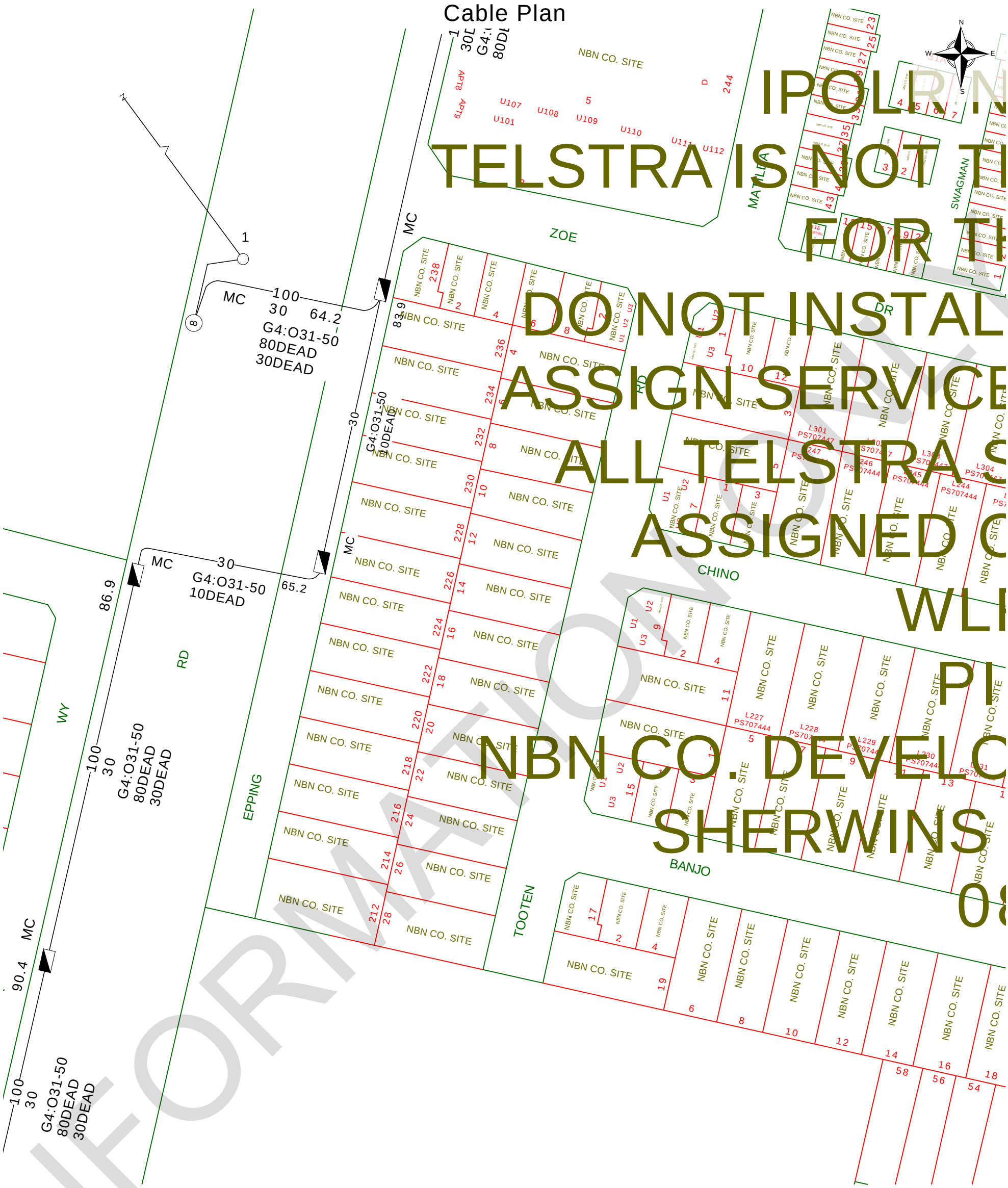
WARNING: Telstra plans and location information conform to Quality Level 'D' of the Australian Standard AS 5488 - Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy shown on the plans. FURTHER ON SITE INVESTIGATION IS REQUIRED TO VALIDATE THE EXACT LOCATION OF TELSTRA PLANT PRIOR TO COMMENCING CONSTRUCTION WORK. A plant location service is an essential part of the process to validate the exact location of Telstra assets and to ensure the assets are protected during construction works. The exact position of Telstra assets can only be validated by physically exposing them. Telstra will seek compensation for damages caused to its property and losses caused to Telstra and its customers.

Privacy Note

Your information has been provided to Telstra by BYDA to enable Telstra to respond to your BYDA request. Telstra keeps your information in accordance with its privacy statement. You can obtain a copy at www.telstra.com.au/privacy or by calling us at 1800 039 059 (business hours only).

INFORMATION ONLY

Cable Plan



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Report Damage:https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra-
Ph - 13 22 03
Email - Telstra.Plans@team.telstra.com
Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries

TELSTRA LIMITED A.C.N. 086 174 781

Generated On 11/09/2025 13:51:19

Sequence Number: 260994941

CAUTION: Fibre optic and/ or major network present in plot area. Please read the Duty of Care and contact Telstra Plan Services should you require any assistance.

The above plan must be viewed in conjunction with the Mains Cable Plan on the following page

WARNING
Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information.
As such,Telstra supplied location information is indicative only.Spatial accuracy is not applicable to Quality Level D.
Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing it.
Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy.
Further on site investigation is required to validate the exact location of Telstra plant prior to commencing construction work.
A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the asset is protected during construction works.

See the Steps- Telstra Duty of Care that was provided in the email response.

CVM 140 of 168 KB

Mains Cable Plan

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INFORMATION ONLY

Report Damage:https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra-
Ph - 13 22 03
Email - Telstra.Plans@team.telstra.com
Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries

TELSTRA LIMITED A.C.N. 086 174 781

Generated On 11/09/2025 13:51:20

Sequence Number: 260994941

CAUTION: Fibre optic and/ or major network present in plot area. Please read the Duty of Care and contact Telstra Plan Services should you require any assistance.

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See the Steps- Telstra Duty of Care that was provided in the email response.

CVM 141 of 168 KB

LEGEND

Exchange
(Major Cable Present)

Footway Access Chamber
(can vary from 1-lid to 12-lid)

or

Pillar / Cabinet
(above ground / free standing)

Above ground complex equipment housing (eg RIM)
Please Note: This equipment is powered by 240V Electricity

OC — Other Carrier Telecommunications Cable/Asset

Dist — Distribution cables in Main Cable ducts

MC — Main Cable ducts on a Distribution plan

Blocked or damaged duct.

5
P20
2
O59
1DEAD
107

Roadside / Front Boundary
2 pair lead-in to property from pit in street 1

pair working (pair ID 059)
1 pair dead (i.e. spare, not connected)
Side / Rear Property Boundary
Property Number

or or or
P100

Single to multiple round conduit
Configurations 1,2,4,9 respectively
(attached text denotes conduit type and size)

or or
E85

Multiple square conduit
Configurations 2, 4, 6 respectively
(attached text denotes conduit type and size)

6 D — Cable Jointing Pit
(number / Letter indicating Pit Type)

EJ — Elevated Joint
(above ground joint on buried cable)

Telstra Plant in shared Utility trench

Aerial Cable

Aerial Cable
(attached to joint Use Pole eg. Power)

Direct Buried Cable

M — Marker Post Installed

T or TR — Buried Transponder

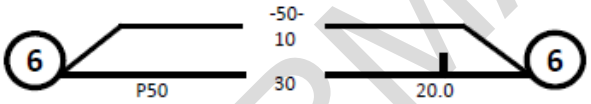
MT — Marker Post, Transponder

SMOF — Optical Fibre cable direct buried

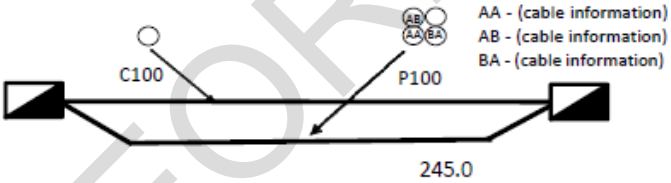
Some examples of conduit type and size:

A - Asbestos cement, P - PVC / Plastic, C - Concrete,
GI - Galanised iron, E - Earthenware
Conduit sizes *nominally* range from 20mm to 100mm
P50 50mm PVC conduit
P100 100mm PVC conduit
A100 100mm asbestos cement conduit

Some Examples of how to read Telstra Plans



One 50mm PVC conduit (P50) containing a 50-pair and a 10-pair cable between two 6-pits. approximately 20.0m apart, with a direct buried 30-pair cable along the same route



AA - (cable information)
AB - (cable information)
BA - (cable information)

Two separate conduit runs between two footway access chambers (manholes) approximately 245m apart A nest of four 100mm PVC conduits (P100) containing assorted cables in three ducts (one being empty) and one empty 100mm concrete duct (C100) along

Protect our Network:

by maintaining the following distances from our assets:

- 1.0m Mechanical Excavators, Farm Ploughing, Tree Removal
- 500mmVibrating Plate or Wacker Packer Compactor
- 600mm Heavy Vehicle Traffic (over 3 tonnes) not to be driven across Telstra ducts or plant.
- 1.0mJackhammers/Pneumatic Breakers
- 2.0m Boring Equipment (in-line, horizontal and vertical)

For more info contact a CERTLOC Certified Locating Organisation (CLO) or Telstra Location Intelligence Team 1800 653 935

INFORMATION ONLY

Whittlesea City Council

Referral
260994938

Member Phone
(03) 9217 2006

Responses from this member

Response received Thu 11 Sep 2025 1.47pm

File name	Page
Response Body	77
ASSET 260994938.pdf	78

INFORMATION ONLY

Attention: **The Manager**

Thank you for your Before You Dig (BYDA) enquiry.

Job Number: **51153816**

Sequence Number: **260994938**

Dig Site Location: **14 Tooten Rd Wollert VIC 3750**

According to our records, your enquiry with the following details **impacts our infrastructure**. Please ensure that you read the attached documents, it contains important information including essential steps that must be undertaken prior to commencing construction activities.

This enquiry is valid for 30 days from the enquiry date.

If you require further information or assistance with interpretation of plans, please contact Joanne Nicastri on 03 9217 2006 or engineering.services@whittlesea.vic.gov.au.

This enquiry response, including any associated documentation, has been assessed and compiled from the information detailed within the BYDA enquiry outlined above. Please ensure that the BYDA enquiry details and this response accurately reflect your proposed works.

You may also view the response with an interactive web map below:

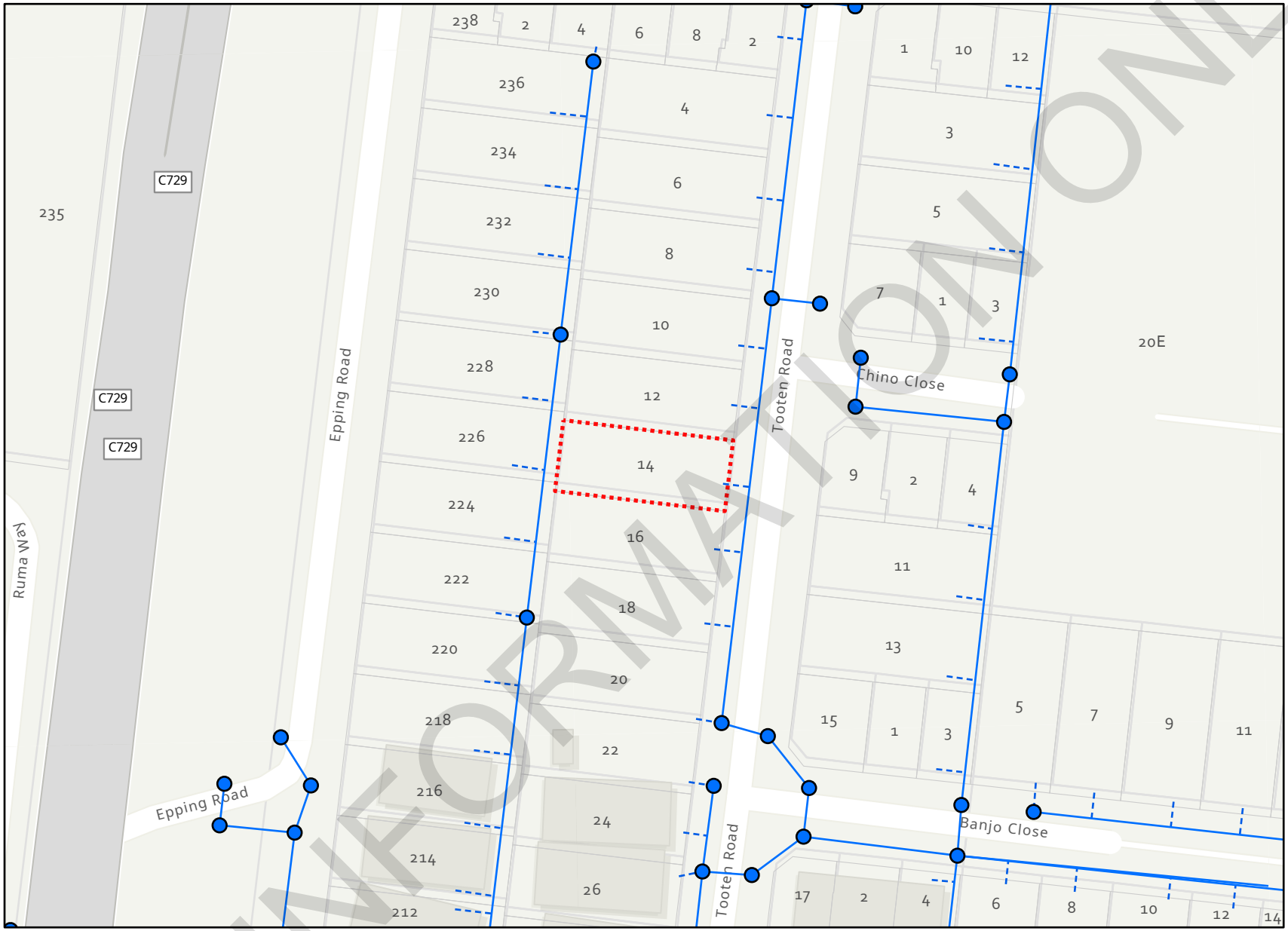
View web map

INFORMATION ONLY

City of Whittlesea

Job # 51153816
Seq # 260994938
Provided by City of Whittlesea

BEFORE YOU DIG
www.byda.com.au



Legend

- BYDA Enquiry
- Pit
- Pipe
- Property Connection

Disclaimer: The Plan is provided in response to a Before You Dig request. While all reasonable care has been taken to ensure the accuracy of the information on this plan, its purpose is to provide a general indication of the location of City of Whittlesea infrastructure. The information provided may contain errors or omissions and the accuracy may not suit all users. A site inspection and investigation is recommended before commencement of any project based on this data.

INFORMATION ONLY

In an emergency contact Smarter City on 9217 2006

11/09/25 (valid for 30 days)

Plans generated by SmarterWX™ Automate

0 10 20 40 m

CVM 145 of 168 KB

N

Scale 1:1,000

Yarra Valley Water Ltd

Referral
260994939

Member Phone
1300 853 811

Responses from this member

Response received Thu 11 Sep 2025 1.53pm

File name	Page
Response Body	80
260994939 Yarra Valley Water - Water Plan.pdf	82
260994939 Yarra Valley Water - NDW Plan.pdf	83
260994939 Yarra Valley Water - Sewer Plan.pdf	84

INFORMATION ONLY

Yarra Valley Water
ABN: 93 066 902 501
www.yvw.com.au

Date: 11 Sep 2025

To: The Manager

Please DO NOT SEND A REPLY to this email as it has been automatically generated and replies are not monitored.

Thank you for your BYDA enquiry (referenced below).

Our records indicate that there are Yarra Valley Water assets directly impacted by the area illustrated within your enquiry.

WARNING: The location of assets must be verified on site prior to the commencement of work.

Please ensure that you read the attached documentation, as it contains important information including essential steps that must be undertaken prior to commencing your intended activities.

SEQUENCE NO.:	260994939
JOB NO.:	51153816
LOCATION:	14 Tooten Rd Wollert VIC 3750

WARNING: When working in the vicinity of Yarra Valley Water's assets you have a legal *Duty of Care* that must be observed.

Minimum horizontal & vertical clearances (edge to edge) are required between your proposed works and Yarra Valley Water assets. Details of these minimum clearances can be obtained from Yarra Valley Water's website: WSAA Water - Sewer Clearances. Any conflict with the minimum clearance to your proposed works should be referred to Yarra Valley Water for further advice.

For assistance to locate assets, or if you require further information, please contact Yarra Valley Water by calling 1300 651 511

Important Notice

This enquiry response, including any associated documentation, has been assessed and compiled from the information detailed within the BYDA enquiry outlined above. **Please ensure that the BYDA enquiry details and this response accurately reflect your proposed works.**

Abandoned pipes may contain asbestos cement and/or fibro cement. Special work and handling procedures to deal with these potentially hazardous materials are required.

Metallic water mains and associated fittings may pose an electrocution hazard if electrical earth wires have been connected to the property service or water main. The contractor shall ensure that adequate electrical testing is carried out prior to working

INFORMATION ONLY

on these mains. If a positive reading is recorded the contractor shall cease all works and notify the relevant power distributor, the customer and Yarra Valley Water.

This response is intended for use only by the addressee. If you have received the enquiry response in error, please let us know by telephone and delete all copies; you are advised that copying, distributing, disclosing or otherwise acting in reliance on the response is expressly prohibited.

Disclaimer: The plans accompanying this letter are issued solely for asset identification purposes and should not be used for any other purpose. Yarra Valley Water provides the information it has on Sewer, Water and Recycled Water assets but does not guarantee the accuracy of information and therefore the location of all assets must be proven on site prior to the commencement of any works.

Yarra Valley Water will not accept responsibility for or claims associated with any incorrect or incomplete information being contained on the plan. Due to ongoing potential asset changes this plan should not be reused at a later date, a new plan should be obtained.

While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Yarra Valley Water nor PelicanCorp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.

If you are unable to launch any of the files for viewing and printing, you may need to download and install free viewing and printing software such as Adobe Acrobat Reader (for PDF files)

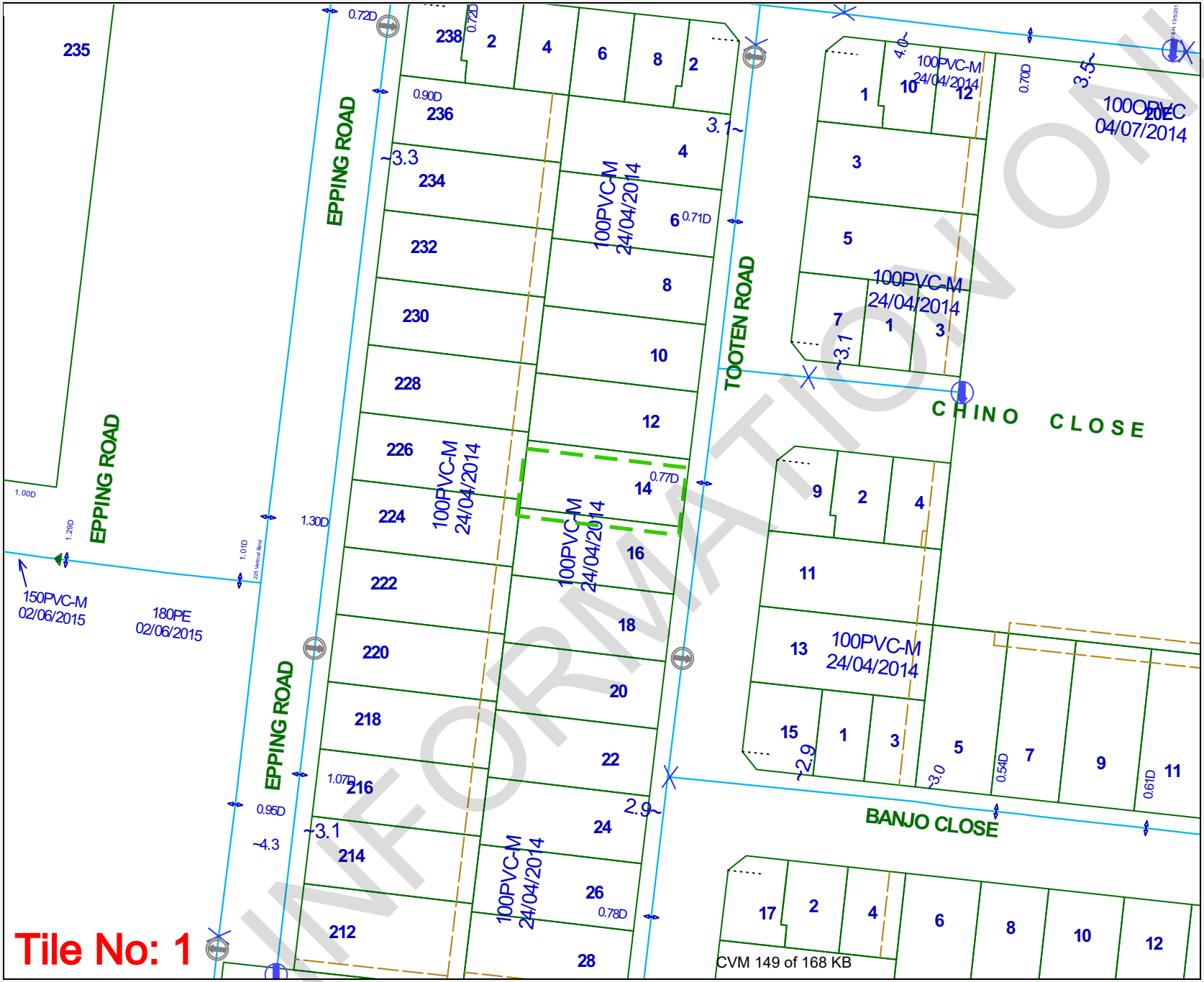
INFORMATION ONLY

Yarra Valley Water

Sequence No: 260994939
Job No: 51153816
Location: 14 Tooten Rd, Wollert, VIC 3750

Water

BEFORE YOU DIG www.byda.com.au



Legend

- Existing Title
- Proposed Title
- Offset Water Main
- Water Main
- Water Reticulation Main
- Asbestos Water Main
- Blank End
- Water Valve
- Dialysis Patient

	YVW	Council
Hydrant Below Ground		
Hydrant Above Ground		

Warning – This plan is issued solely for the purpose of assisting you in identifying Yarra Valley Water's specified assets through further investigation only. It's not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. Please refer to the attached letter for further

N

Scale: 1:1000

Expires: 09 Oct 2025

DISCLAIMER: While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Yarra Valley Water nor PelicanCorp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.

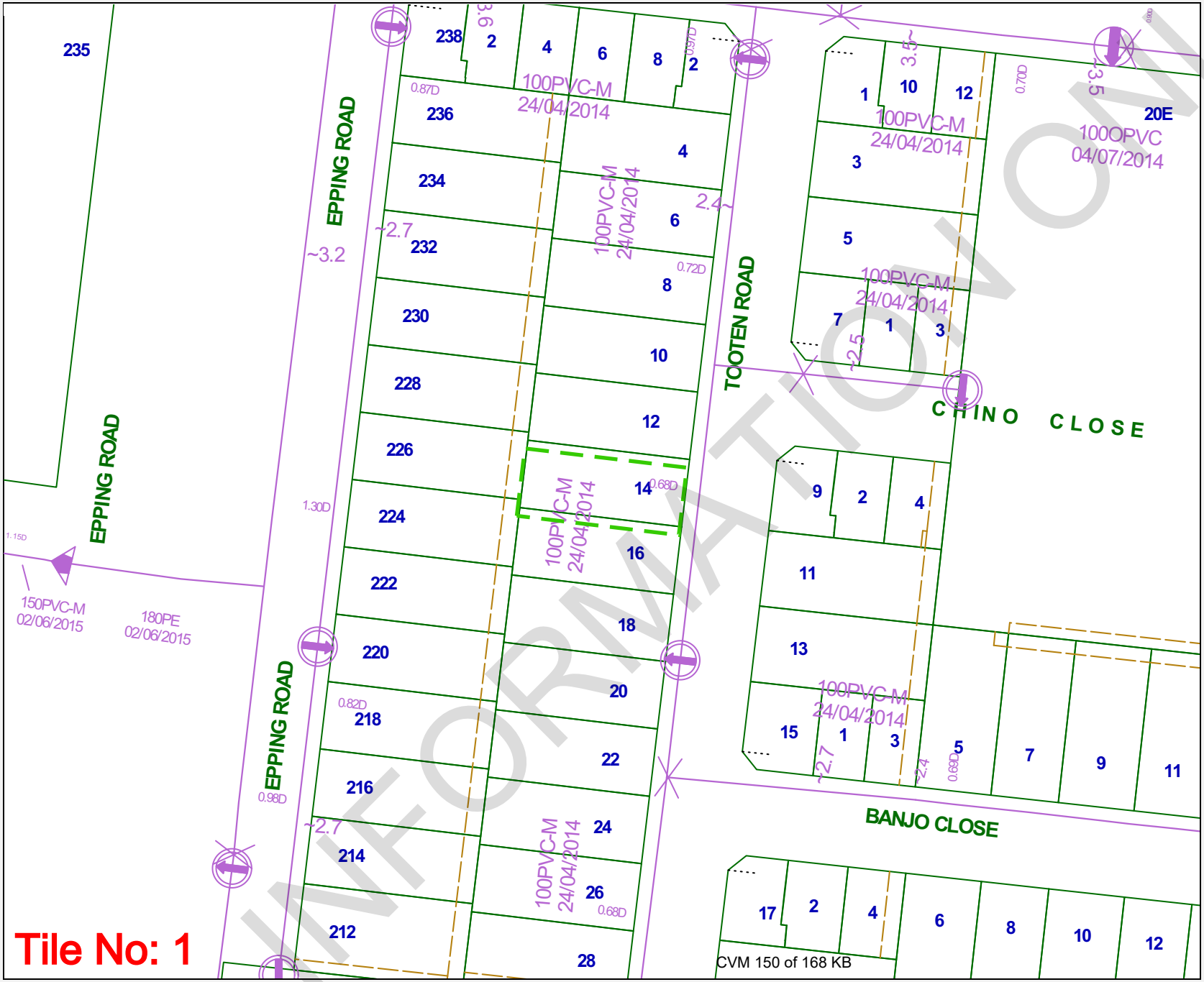
INFORMATION ONLY

Yarra Valley Water

Sequence No: 260994939
Job No: 51153816
Location: 14 Tooten Rd, Wollert, VIC 3750

Recycled Water

BEFORE YOU DIG www.byda.com.au



Tile No: 1

Legend

- Existing Title
- Proposed Title
- Offset Water Main
- Water Main
- Water Valve
- Blank End
- Hydrant Below (YVW/Council)
- Dialysis Patient

	YVW	Council
Hydrant Below Ground		
Hydrant Above Ground		

Warning – This plan is issued solely for the purpose of assisting you in identifying Yarra Valley Water's specified assets through further investigation only. It's not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. Please refer to the attached letter for further

N

Scale: 1:1000

Expires: 09 Oct 2025

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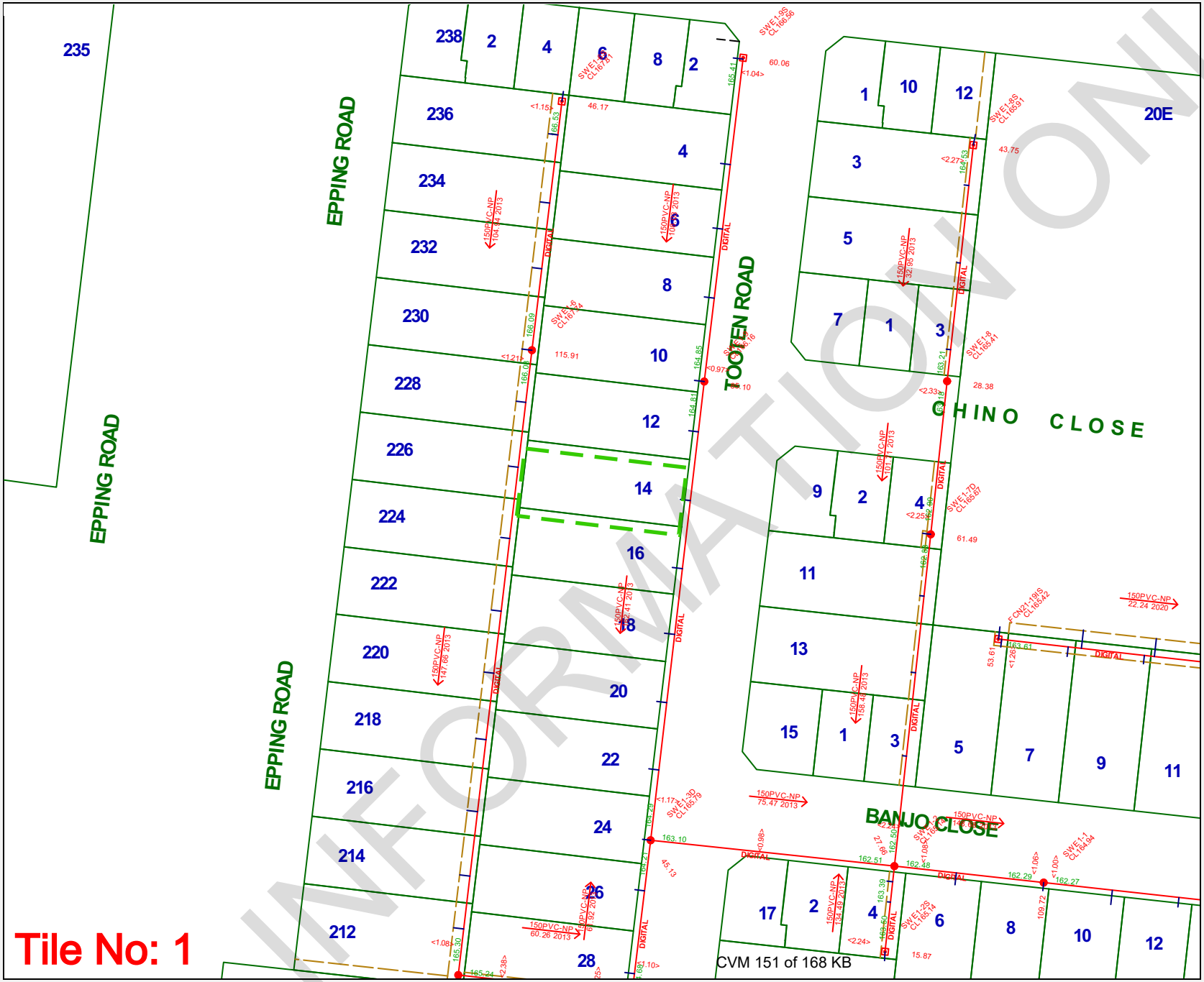
Yarra Valley Water

Sequence No: 260994939
Job No: 51153816
Location: 14 Tooten Rd, Wollert, VIC 3750

Sewer

BEFORE YOU DIG www.byda.com.au



Tile No: 1

Legend

- Existing Title
- Proposed Title
- Existing Sewer
- Asbestos Sewer
- Offset Distance
- Circular Access Point
- Junction
- Square Manhole
- End of Pipe
- Maintenance Shaft
- Ventilation
- Chambered Manhole

Warning – This plan is issued solely for the purpose of assisting you in identifying Yarra Valley Water's specified assets through further investigation only. It's not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. Please refer to the attached letter for further

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End of document

This document may exclude some files (eg. DWF or ZIP files)

This document was automatically generated at a point-in-time. Be aware that the source information from which this document was created may have changed since it was produced. This document may contain incomplete or out-of-date information. Always check your enquiry details in the BYDA Referral Service for the most recent information. For copyright information refer to individual responses.

INFORMATION ONLY

City of Whittlesea

Locked Bag 1,
Bundoora 3083
ABN 72 431 091 058

Valuation and rates notice

For the period 1 July 2025 to 30 June 2026

Assessment number: 0902197

To receive your rates notice via email, register at **whittlesea.enotices.com.au**
Reference No: **1FEB3567BZ**

P R Clarkson & M N Brockdorff
Unit 203
38 Station Street
FERNTREE GULLY VIC 3156

Issue date: 05/08/2025

Property Details 14 Tooten Road WOLLERT VIC 3750

LOT 122 PS 701914S

Owner: Clarkson, Paul Robert & Brockdorff, Margot Nadine

Ward: Kirrip

Valuation Details

Site Value	Capital Improved Value	Net Annual Value
$370,000	$625,000	$31,250

Level of value date 01/01/2025 **Valuation operative date** 01/07/2025

AVPCC 110 Detached Dwelling

State Government Charges

ESVF Fixed charge (Res) 1 x 136.00	$136.00
ESVF Variable Levy (Res) 625,000 x 0.00017300	$108.13
Waste Landfill Levy Res/Rural 1 x 105.85	$105.85

Please call 1300 819 033 for all questions about the Emergency Services & Volunteers Fund

Council Rates And Charges

General rate 31,250 x 0.04728680	$1,477.71
Waste Service Charge (Res/Rural) 1 x 208.80	$208.80
Total	**$2,036.49**

Payments received after 5 Aug 2025 may not be included on this notice

Instalment 1

$509.49
Due By 30/09/2025

* If full payment of the instalment 1 amount is not received by **30 September 2025**, your account will revert to the lump sum option shown below. If this occurs you will not receive instalment reminder notices.

Instalment 2	**$509.00**	Due By 30/11/2025
Instalment 3	**$509.00**	Due By 28/02/2026
Instalment 4	**$509.00**	Due By 31/05/2026

If you would **prefer to pay via smaller, regular payments** throughout the year, scan the FlexiPay QR code in the payments section below.

OR

Lump sum	**$2,036.49**	Due By 15/02/2026

Access free and discounted waste disposal vouchers online

Visit **whittlesea.vic.gov.au/wastevouchers** to download your vouchers or call **9217 2170.**

Waste and recycling vouchers are now online – **whittlesea.vic.gov.au/wastevouchers**

INFORMATION ONLY

How to pay

whittlesea.vic.gov.au
VISA

Phone **1300 301 185**
VISA

Council Offices
See the back of this notice for opening hours and locations

BPAY
BPAY
Biller Code: 5157
Ref: 0902197
BPAY this payment via internet or phone banking

FlexiPay
FlexiPay
Set up your flexible payment options.

Scan the QR code or visit
whittlesea-pay.enotices.com.au
VISA Bank Account G Pay Pay

Post Billpay
Post Billpay
Billpay Code: 0350
Ref: 9021973

Pay in person at any post office:
131 816 or **postbillpay.com.au**
Scan the barcode below and pay
with your iPhone, iPad or Android device.
Download the Australia Post mobile app.

*350 9021973

CVM 153 of 168 KB

*350 9021973

Payment – instalments/lump sum
City of Whittlesea's rates and charges for 2025/26 are payable by four instalments or an annual lump sum.

Instalments – You can pay your rates via four instalment payments. The due date for each instalment is shown on the front of this notice. Payment of the first instalment must be received by 30 September 2025. Reminders will be issued for the second, third and fourth instalments.

Lump sum – You can choose to pay your rates as a lump sum. The lump sum amount is shown on the front of this notice, and payment is due on or before 15 February 2026.

Payment plans
You can apply for an interest free payment plan at **whittlesea-pay.enotices.com.au** using the enotices reference on the front of this notice. Alternatively you can contact us about an interest free arrangement or payment plan, or a deferral by emailing **arrangements@whittlesea.vic.gov.au**

Financial hardship
If you are struggling to pay your rates due to financial hardship, you can see what options are available to assist you under our Financial Hardship Policy. Visit **whittlesea.vic.gov.au/rates** or call us on **9217 2170**.

Interest on late payments
Rates and charges not paid on or before the due date will be charged interest from the instalment dates. Interest will continue to accrue until the account is up to date. Penalty interest is charged at 10% per annum as provided in the *Penalty Interest Rates Act 1983*.

Assessments with a current payment plan are not charged interest.

Allocation of payments
All payments will be credited in the following order: legal costs, interest charges, overdue rates and charges, current year rates and charges.

Rate capping
Council has complied with the Victorian Government's rate cap of 3%. The cap applies to the average annual increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- the valuation of your property relative to the valuation of other properties in the municipality
- the application of any differential rate by Council
- the inclusion of other rates and charges not covered by the Victorian Government's rate cap.

Date rates declared
17 June 2025

Emergency services and volunteers fund
Council must collect the Emergency Services and Volunteers Fund on behalf of the Victorian Government. If the leviable land is rateable land, or if it is classed as residential but is not rateable land, you may apply for a waiver, deferral or concession in accordance with sections 27 and 28 of the *Fire Services Property Levy Act 2012* and section 20C of the *Fire Services Property Amendment (Emergency Services and Volunteers Fund) Bill 2025*.

A property is allocated an Australian Valuation Property Classification Code (AVPCC) to determine the land use classification for Emergency Services and Volunteers Fund purposes.

Pension rebate
Ratepayers who hold a Pension Concession Card or certain cards issued by Department of Veterans' Affairs may be entitled to a rate rebate on their main place of residence.

Application forms are available at **whittlesea.vic.gov.au** or by calling 9217 2170.
Health care cards are not accepted.

Farm land and single farming enterprise
For a property to be rated as Farm Land, an application must be completed online between 1 February and 30 April. The application link can be found on Council's website **whittlesea.vic.gov.au**

You may also apply for a single farming enterprise exemption in accordance with section 9 of the *Fire Services Property Levy Act 2012*.

Objection to the valuation
The values shown on this notice were assessed as at 1 January 2025 by the Valuer General Victoria. Objections to the valuation of your property (including the AVPCC) can be made under section 17 of the *Valuation of Land Act 1960*. Objection must be lodged within two months of this notice or Supplementary Notice being issued and can be lodged online at **ratingvaluationobjections.vic.gov.au**

Regardless of an objection being lodged, the rates and charges as assessed must be paid by the due dates to avoid penalty interest. Any overpayments will be refunded. These valuations may be used by other authorities. The State Revenue Office uses the site value in assessing Land Tax. Contact the State Revenue Office for more information.

Objection to a rate or charge
You can object to a rate or charge by appealing to the County Court under section 184 of the *Local Government Act 1989*. Any appeal must be lodged within 60 days of the date of issue of this notice. You may only appeal on one or more of the following grounds:

- that the land is not rateable land (this is not applicable to special rates)
- that the rate or charge assessment was calculated incorrectly
- that the person rated is not liable to be rated.

Direct debit
You can set up a direct debit (annual, quarterly, monthly, fortnightly or weekly) at whittlesea-pay.enotices.com.au using the enotices reference on the front of this notice. Direct debits end by 31 May 2026

Accepted payment methods
The payment methods shown on the front of this notice are the only accepted payment methods.

Change of name/address
It is the responsibility of the owner/s to immediately notify Council in writing of any changes of name and/or address for this property.

Waste vouchers
Access free and discounted waste disposal vouchers through Council's website. Vouchers are not transferable or for commercial use – the resident must be present when using vouchers. Proof of address identification is required when presenting vouchers.

Privacy statement
The information on this notice is subject to the *Privacy and Data Protection Act 2014* and will be kept on record at Council. Please call 9217 2170 for further information on privacy matters.

Differential rates calculated on net annual value

Differential type	Rate in the dollar	Differential for this assessment
General	0.04728680	$1,477.71
Farm*	0.02837208	$886.63

* Eligible ratepayers can apply for farm rate.
Please see Council's website for details on how to apply.

City of Whittlesea

South Morang
25 Ferres Boulevard,
South Morang 3752
Monday to Friday, 8.30am–5pm

Whittlesea
63 Church Street, Whittlesea 3757
Monday to Friday, 9.30am–5pm

9217 2170 (including after hours emergencies)
National Relay Service
133 677 (ask for 9217 2170)

Locked Bag 1, Bundoora MDC VIC 3083

info@whittlesea.vic.gov.au

whittlesea.vic.gov.au

Interpreter

Free telephone interpreter service
131 450

Arabic خدمة الترجمة الشفهية الهاتفية المجانية
Chinese Simplified 免费电话传译服务
Chinese Traditional 免費電話傳譯服務
Greek Δωρεάν τηλεφωνική υπηρεσία διερμηνέων
Italian Servizio di interpretariato telefonico gratuito
Macedonian Бесплатна телефонска услуга за преведување
Persian/Farsi خدمات مترجم شفاهی تلفنی رایگان
Punjabi ਮੁਫ਼ਤ ਟੈਲੀਫ਼ੋਨ ਦੁਭਾਸ਼ੀਆ ਸੇਵਾ
Turkish Ücretsiz telefonla tercümanlık servisi
Vietnamese Dịch vụ thông dịch qua điện thoại miễn phí

INFORMATION ONLY

Your quarterly bill

Yarra Valley Water

Enquiries	1300 304 688
Faults (24/7)	13 27 62
Account number	02 7556 6020
Invoice number	0270 1701 49422
Issue date	7 Aug 2025

Tax Invoice Yarra Valley Water ABN 93 066 902 501

Emailed to: emailpaulclarkson@gmail.com
MR P CLARKSON
7 ALPINE RD
FERNY CREEK VIC 3786

Amount due **$195.98**

Direct debit **28 Aug 2025**

Summary

14 TOOTEN RD, WOLLERT

Property Number 5096 384, PS 701914

Product/Service	**Amount**
Water Supply System Charge	$21.26
Sewerage System Charge	$122.58
Direct Debit/eBilling Discount	-$2.00
Yarra Valley Water Total	**$141.84**
Other Authority Charges	
Waterways and Drainage Charge on behalf of Melbourne Water	$31.51
Parks Charge	$22.63
TOTAL (GST does not apply)	**$195.98**

No water usage has been charged on this account.

Payment summary

Last Account	$189.01
Paid/Adjusted	-$189.01
Balance	$0.00
Total this Account	+$195.98
Total Balance	**$195.98**

Yarra Valley Water

How to pay

*3042 027017014942 2

Direct debit
Sign up for Direct Debit at **yvw.com.au/directdebit** or call **1300 304 688.**

EFT
Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).
Account name:
Yarra Valley Water
BSB: **033-885**
Account number: **275531857**

BPAY®
Biller code: **344366**
Ref: **027 5566 0209**

Centrepay
Use Centrepay to arrange regular deductions from your Centrelink payments.
Visit **yvw.com.au/paying**
CRN reference: **555 054 118T**

Post Billpay®
Pay in person at any post office, by phone on **13 18 16** or at **postbillpay.com.au**
Biller code: **3042**
Ref: **0270 1701 49422**

Credit Card
Online: **yvw.com.au/paying**
Phone: **1300 362 332**

MR P CLARKSON

Account number	02 7556 6020
Invoice number	0270 1701 49422
Total due	**$195.98**
Direct debit	**28 Aug 2025**

INFORMATION ONLY

Your usage detail

1kL = 1,000 litres

No water usage has been charged on this account.

Your *NAV is at a sufficiently low level to attract the current quarterly minimum parks charge of $22.63.

*NAV = Net Annual Value of your property which is capped at 1990 levels.

Your charges explained

Water supply system charge
1 July 2025 - 30 September 2025
A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.

Sewerage system charge
1 July 2025 - 30 September 2025
A fixed cost for running, maintaining, and repairing the sewerage system.

Other authority charges
Waterways and drainage charge
1 July 2025 - 30 September 2025
Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit **melbournewater.com.au/wwdc**

Parks charge
1 July 2025 - 30 September 2025
Collected on behalf of Parks Victoria each quarter, and used to maintain and enhance Victoria's parks, zoos, the Royal Botanic Gardens, the Shrine of Remembrance and other community facilities. For more information visit **parks.vic.gov.au**

J155079

INFORMATION ONLY

Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on **1800 994 789** or visit **yvw.com.au/financialhelp.**

Contact us

Enquiries	1300 304 688
Faults and Emergencies	13 27 62 (24hr)
enquiry@yvw.com.au	
yvw.com.au	
TTY Voice Calls	133 677
Speak and Listen	1300 555 727

For language assistance

العربية	1300 914 361
廣東話	1300 921 362
Ελληνικά	1300 931 364
普通话	1300 927 363

For all other languages call our translation service on **03 9046 4173**

Next meter reading:

Between 7-14 Nov 2025

CWM 156 of 168 KB

2025 Land Tax Assessment Notice

For land held in joint ownership

STATE REVENUE OFFICE VICTORIA

ABN 76 775 195 331

7059532068001000001

MR PAUL ROBERT CLARKSON
UNIT 3 LEVEL 2
38 STATION STREET
FERNTREE GULLY VIC 3156

CUSTOMER NUMBER QUOTE IF YOU CONTACT US	056640265
ASSESSMENT NUMBER THIS CHANGES EVERY YEAR	86955609
ISSUE DATE	21 MAR 2025
TOTAL PAYABLE	$1,560.00

INTEREST IS CHARGED ON LATE PAYMENTS

THIS NOTICE IS ISSUED TO YOU ON BEHALF OF:
MR PAUL ROBERT CLARKSON
MS ASTRID NADINE BROCKDORFF

TWO WAYS TO PAY

1 IN FULL

PAY BY 13 JUN 2025

See payment methods listed at the bottom of your assessment.

2 INSTALMENTS

SET UP BY 13 JUN 2025

Instalments can only be set up in our online system **AutoPay** — allowing you to schedule interest-free direct debit payments for up to 38-weeks from the issue date via a debit card, credit card or bank account.

Choose from the following options:

4 EQUAL INSTALMENTS | MONTHLY INSTALMENTS | FORTNIGHTLY INSTALMENTS

sro.vic.gov.au/autopay

Manage your land tax online

- View and pay assessments
- Apply for exemptions
- Update property ownership

sro.vic.gov.au/mylandtax

Paul Broderick
Commissioner of State Revenue

PAY IN FULL BY DUE DATE USING ONE OF THESE PAYMENT METHODS

BPAY®

BPAY Biller Code: 5249
REF: 86955609

Telephone and internet banking
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.
bpay.com.au

CARD

Customer No: 056640265
REF: 86955609

Visa or Mastercard only
Pay via our website or phone 13 21 61.
A card payment fee applies.
sro.vic.gov.au/paylandtax

AUSTRALIA POST

Post Billpay **$1,560.00**

Pay in-store
Take this notice to any Australia Post.
State Revenue Office (VIC) payment

*382 400 0086955609 3

INFORMATION ONLY

2023-SRO-2176_LTX_AUTOPAY

XX-532680010000101

Summary of assessment

Assessment number: 86955609

Period of assessment: 1 January 2025 to 31 December 2025

Land tax applies to land you owned on 31 December 2024.

2025 calculation

Total taxable value	$370,000.00
Total calculation of land tax	$1,560.00
2025 tax payable	**$1,560.00**

For land tax rates, visit **sro.vic.gov.au/landtaxrate**

CURRENT LAND TAX RATES

YOUR total taxable value (refer Statement of lands)	YOUR land tax payable calculation rate (refer blue row highlighted below)
< $50,000	Nil
$50,000 to < $100,000	$500
$100,000 to < $300,000	$975
$300,000 to < $600,000	**$1,350 plus 0.3% of amount > $300,000**
$600,000 to < $1,000,000	$2,250 plus 0.6% of amount > $600,000
$1,000,000 to < $1,800,000	$4,650 plus 0.9% of amount > $1,000,000
$1,800,000 to < $3,000,000	$11,850 plus 1.65% of amount > $1,800,000
$3,000,000 and over	$31,650 plus 2.65% of amount > $3,000,000

ABOUT LAND TAX

Land tax is calculated using site valuations provided by the Valuer-General Victoria.

Our website has information on:

- exemptions
- valuations
- payments
- land tax rates

sro.vic.gov.au/landtax

AMENDING DETAILS

You can update your details online:

- address
- contact details
- claim or remove an exemption
- add or remove land you own

sro.vic.gov.au/mylandtax

YOUR RIGHT TO OBJECT

If you have a concern about your assessment, there are different ways to object depending on what aspect you disagree with.

VALUATIONS

If you disagree with the valuation of your property, you can lodge an objection online within **2 months** of receiving your assessment. The Commissioner of State Revenue has no discretion to accept late objections.

sro.vic.gov.au/valueobjection

OTHER OBJECTIONS

If you disagree with another aspect of your assessment, you can lodge a written objection within **60 days** of receiving your assessment. An objection is a formal avenue of dispute resolution requiring you to explain the grounds of your objection.

sro.vic.gov.au/assessment

OUTSTANDING LAND TAX

The land tax on this assessment does not include land tax owing from prior years.

INTERPRETING SERVICE

For languages other than English, contact the free Translating and Interpreting Service on 13 14 50.

JOINT OWNERS

As a joint and individual owner of land, you may receive more than one assessment. For information about how we assess joint owners visit **sro.vic.gov.au/jointowners**

INFORMATION ONLY

Statement of lands for period 1 January 2025 to 31 December 2025

Assessment number: 86955609
Level of value date: 1 January 2024

Lands owned as at midnight 31 December 2024 — Where a property was sold after 31 December, the vendor (seller) is still liable for the land tax.

Item	Address/Municipality	Land ID/References	Single holding tax†	Proportional tax††	Taxable value
1	14 TOOTEN RD, WOLLERT, 3750 WHITTLESEA	041462988 122 S701914	$1,560.00	$1,560.00	$370,000
Total taxable value					**$370,000**

Penalties for failing to notify of errors and omissions

You must ensure that the information contained in your land tax assessment is correct to avoid penalties. If any land you own is omitted from this assessment or is incorrectly specified as exempt, you must **notify us within 60 days** of the issue of this assessment. If you have not already, you must also notify us if you hold land as trustee for a trust or if you are an absentee owner. Penalties may apply if you do not make a required notification. You can request an amendment to your assessment or notify us of changes by visiting **sro.vic.gov.au/assessment**

Explanation of codes (for details, go to sro.vic.gov.au/codes)

†SINGLE HOLDING TAX

This is the amount of tax you would pay on the one property.

††PROPORTIONAL TAX

This is the tax applicable to the specific land as a proportion of the total land tax liability of your assessment.

INFORMATION ONLY

INFORMATION ONLY

PROPERTY REPORT

Energy, Environment and Climate Action

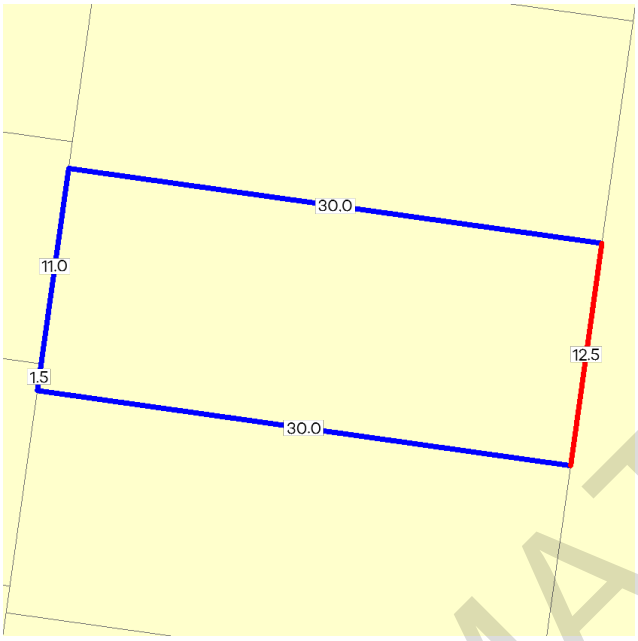
Created at 11 September 2025 01:43 PM

PROPERTY DETAILS

Address:	**14 TOOTEN ROAD WOLLERT 3750**
Lot and Plan Number:	**Lot 122 PS701914**
Standard Parcel Identifier (SPI):	**122\PS701914**
Local Government Area (Council):	**WHITTLESEA** www.whittlesea.vic.gov.au
Council Property Number:	**902197**
Directory Reference:	**Melway 182 C2**

SITE DIMENSIONS

All dimensions and areas are approximate. They may not agree with those shown on a title or plan.



Area: 375 sq. m
Perimeter: 85 m
For this property:
— Site boundaries
— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at Title and Property Certificates

UTILITIES

Rural Water Corporation:	**Southern Rural Water**
Melbourne Water Retailer:	**Yarra Valley Water**
Melbourne Water:	**Inside drainage boundary**
Power Distributor:	**AUSNET**

STATE ELECTORATES

Legislative Council:	**NORTH-EASTERN METROPOLITAN**
Legislative Assembly:	**MILL PARK**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - Planning Property Report

Planning Property Reports can be found via these two links
Vicplan https://mapshare.vic.gov.au/vicplan/
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

INFORMATION ONLY

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Read the full disclaimer at https://www.deeca.vic.gov.au/disclaimer

PROPERTY REPORT

Area Map

INFORMATION ONLY

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Read the full disclaimer at https://www.deeca.vic.gov.au/disclaimer

PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 11 September 2025 01:44 PM

PROPERTY DETAILS

Address:	**14 TOOTEN ROAD WOLLERT 3750**
Lot and Plan Number:	**Lot 122 PS701914**
Standard Parcel Identifier (SPI):	**122\PS701914**
Local Government Area (Council):	**WHITTLESEA** www.whittlesea.vic.gov.au
Council Property Number:	**902197**
Planning Scheme:	**Whittlesea** Planning Scheme - Whittlesea
Directory Reference:	**Melway 182 C2**

UTILITIES

Rural Water Corporation:	**Southern Rural Water**
Melbourne Water Retailer:	**Yarra Valley Water**
Melbourne Water:	**Inside drainage boundary**
Power Distributor:	**AUSNET**

STATE ELECTORATES

Legislative Council:	**NORTH-EASTERN METROPOLITAN**
Legislative Assembly:	**MILL PARK**

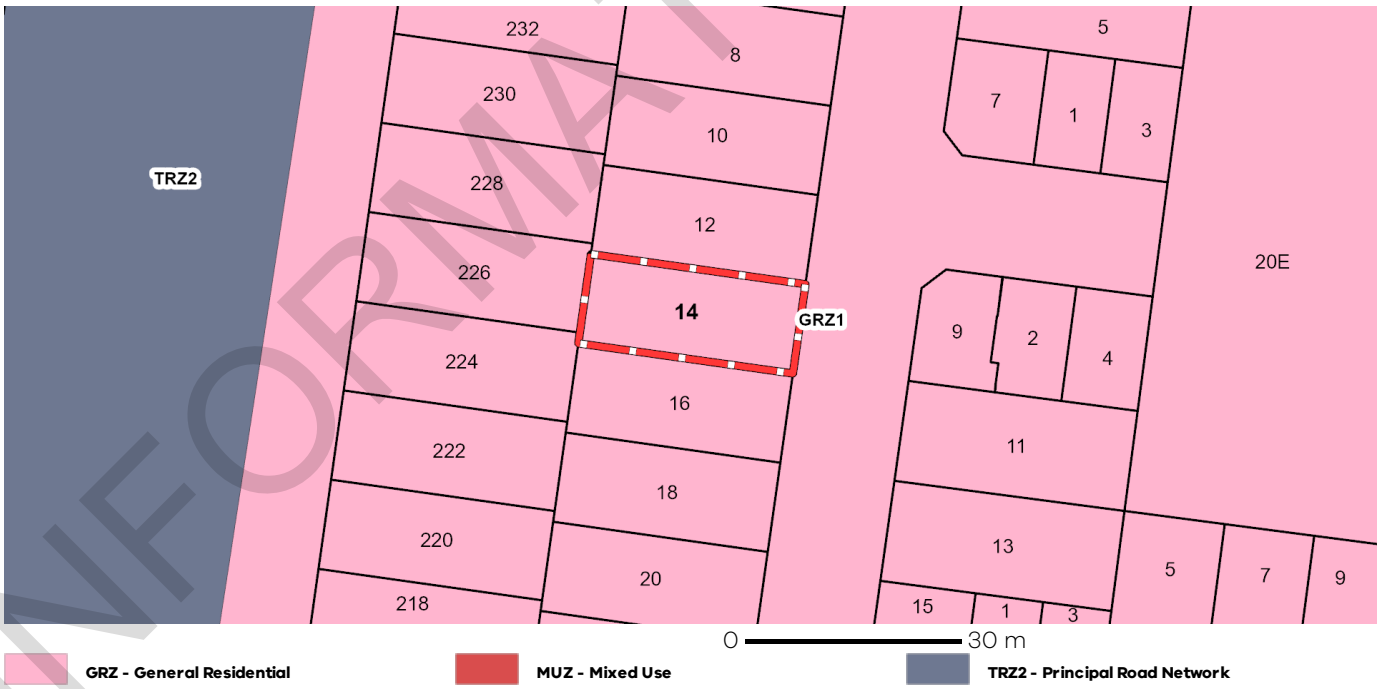
OTHER

Registered Aboriginal Party:	**Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
Fire Authority:	**Country Fire Authority**

View location in VicPlan

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

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Department of Transport and Planning

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

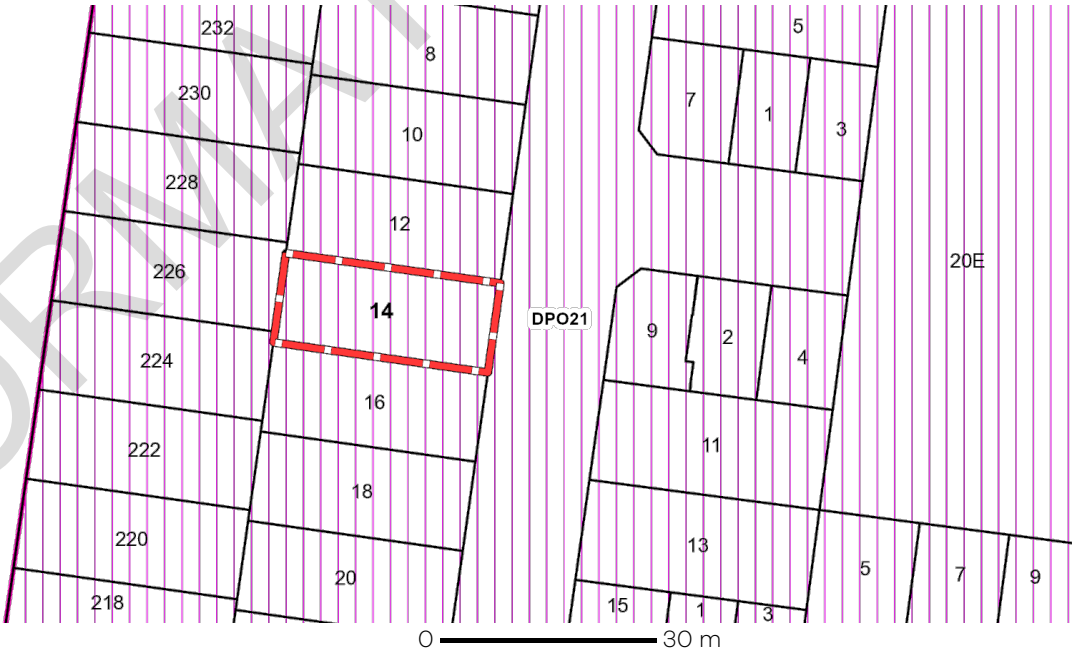
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 10 (DCPO10)

DCPO - Development Contributions Plan Overlay

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 21 (DPO21)



DPO - Development Plan Overlay

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

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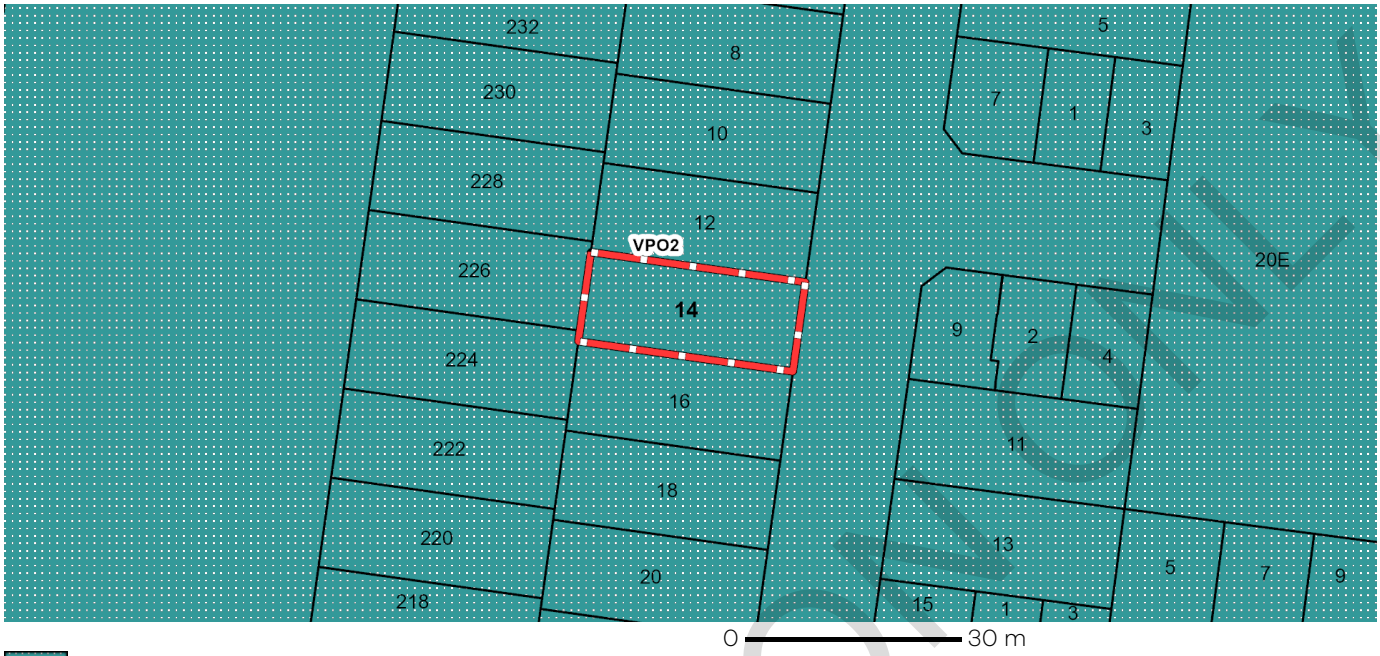
PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlays

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY - SCHEDULE 2 (VPO2)



VPO - Vegetation Protection Overlay

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

SPECIFIC CONTROLS OVERLAY (SCO)

SCO - Specific Controls Overlay

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

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Further Planning Information

Planning scheme data last updated on 28 August 2025.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.
This report provides information about the zone and overlay provisions that apply to the selected land.
Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council
or by visiting https://www.planning.vic.gov.au

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the ***Planning and Environment Act 1987.***
It does not include information about exhibited planning scheme amendments, or zonings that may abut the land.
To obtain a Planning Certificate go to Titles and Property Certificates at Landata - https://www.landata.vic.gov.au

For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit
https://mapshare.maps.vic.gov.au/vicplan

For other information about planning in Victoria visit https://www.planning.vic.gov.au

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CVM 166 of 168 KB

PLANNING PROPERTY REPORT

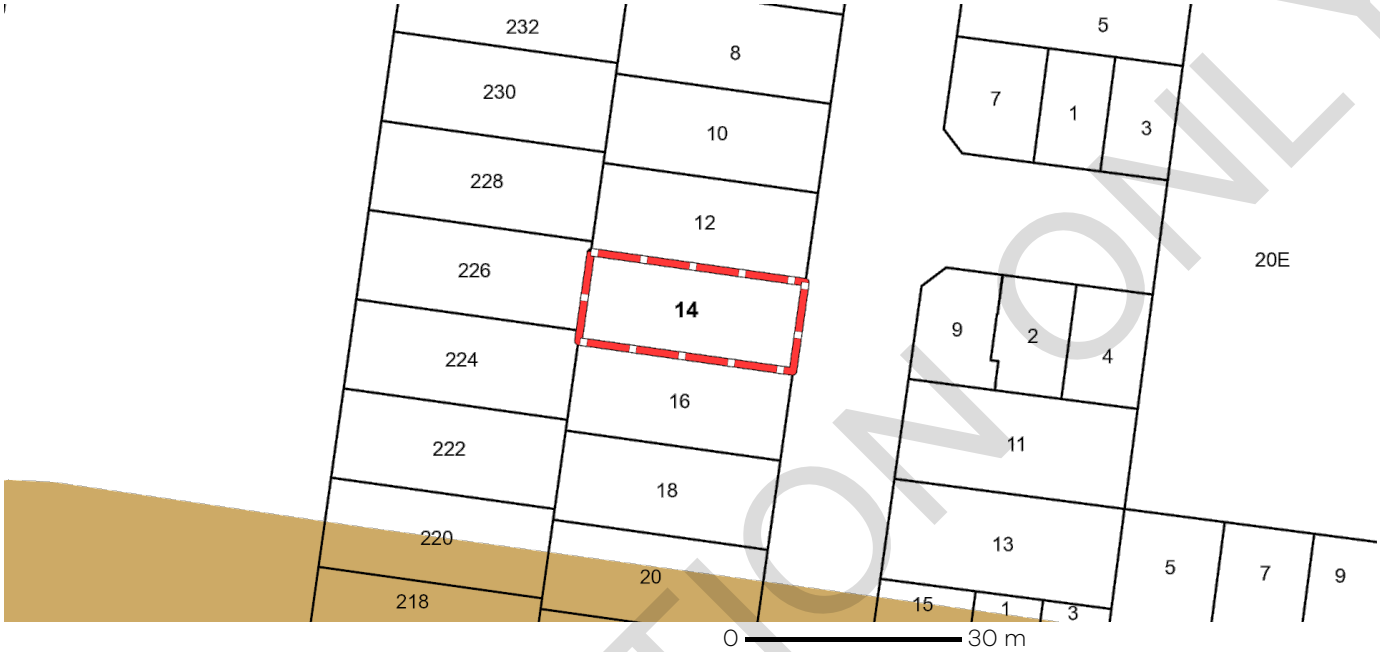
Department of Transport and Planning

Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated Bushfire Prone Areas

Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

Designated BPA maps can be viewed on VicPlan at https://mapshare.vic.gov.au/vicplan/ or at the relevant local council.

Create a BPA definition plan in VicPlan to measure the BPA.

Information for lot owners building in the BPA is available at https://www.planning.vic.gov.au.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website https://www.vba.vic.gov.au. Copies of the Building Act and Building Regulations are available from http://www.legislation.vic.gov.au. For Planning Scheme Provisions in bushfire areas visit https://www.planning.vic.gov.au.

Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see Native Vegetation (Clause 52.17) with local variations in Native Vegetation (Clause 52.17) Schedule

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system https://nvim.delwp.vic.gov.au/ and Native vegetation (environment.vic.gov.au) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit NatureKit (environment.vic.gov.au)

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VENDOR:
Our Reference : MC 25-447

PAUL ROBERT CLARKSON

VENDORS STATEMENT
TO THE PURCHASER OF
REAL ESTATE

Property:

14 Tooten Road, Wollert

VENDORS' REPRESENTATIVE

CONVEYANCING VICTORIA
MELBOURNE

DUTIES ONLINE & PEXA ID: Low Co$t Pty Ltd

Mailing Address All Correspondence

POBOX 74 ALTONA 3018

Ph: 03 9603 0330 Fax: Nil
E-Mail: conveyvic@gmail.com
No Dx –

Attention: J. CLARKE

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we are the holders of the following unrestricted
Full/Unrestricted Conveyancing Licences.
Low Cost Pty Ltd t/a Conveyancing Victoria Melbourne
Low Co$t Pty Ltd – Licence No. 99L.
The principle – Mr AJ Clarke – Licence No.98L

Compare other quotes to ours!
Quote - https://www.conveyancingmelbourne.net.au/conveyancing-services-for-buying-a-property/pricing

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