

VENDOR:

TINA RENNA MCMECKAN and HILARY RUTH
MCMECKAN and DOUGLAS HUGH MCMECKAN

PROPERTY:

1311–1319 QUEENSCLIFF ROAD, SWAN BAY
VICTORIA 3225

CONTRACT OF SALE
and
VENDOR'S STATEMENT

WISEWOULD
MAHONY

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MELBOURNE VIC 3000
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Contract of sale of land

Property:

1311-1319 Queenscliff Road, Swan Bay Vic 3225



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Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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

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Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

- under power of attorney; or
 - as director of a corporation; or
 - as agent authorised in writing by one of the parties –
- must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

..... on/...../20.....

Print name(s) of person(s) signing:

.....

State nature of authority, if applicable:

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

In this contract, “business day” has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

..... on/...../20.....

Print name(s) of person(s) signing:.....

.....

State nature of authority, if applicable:

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

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Particulars of sale

Vendor's estate agent

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Vendor

Name: Tina Renna McMeckan, Hilary Ruth McMeckan and Douglas Hugh McMeckan

Address: c/- Wisewould Mahony, Level 8, 419 Collins Street, Melbourne VIC 3000

Vendor's legal practitioner or conveyancer

Name: Wisewould Mahony

Address: Level 8, 419 Collins Street, Melbourne VIC 3000

Email: cmm@wisemah.com.au

Tel: (03) 9629 8333 Mob: Ref: 40095791

Purchaser's estate agent

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 03249 Folio 651	Crown Allotment 17F, Section 2, Parish of Paywit	TP845294D

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 1311-1319 Queenscliff Road, Swan Bay

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

All window furnishings, electric light fittings and fixed floor coverings, as inspected

Payment

Price \$

Deposit \$ payable on signing the contract

Balance \$ payable at settlement

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

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

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

Settlement (general conditions 17 & 26.2)

is due on / / 20 .

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

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

Lease (general condition 5.1)

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

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

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

OR

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

OR

a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: Choice of the purchaser

(or another lender chosen by the purchaser)

Loan amount: \$ Approval date:

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

GST withholding (general condition 25)

Notice is required if taxable supply of residential premises or potential residential land.

Notice required to be given by vendor: Yes No

Withholding required by purchaser: Yes No

No withholding for residential premises because: No withholding for potential residential land because:

the premises are not new

the land includes a building used for commercial purposes

the premises were created by substantial renovation

the purchaser is registered for GST and acquires the property for a creditable purpose

the premises are commercial residential premises

Special Conditions

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

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

Special Condition 1 – Asbestos at property

The Purchaser acknowledges that the Vendor has notified the Purchaser of the asbestos located at the property as set out in the Vendor's Statement. The Purchaser shall not make any claim against the Vendor in relation to the existence of such asbestos and shall not require the Vendor to remedy or remove the existing asbestos prior to settlement.

Special Condition 2 - Corporation purchaser

If the Purchaser is or includes a corporation then the person or persons signing this Contract for and on behalf of that corporation ("the signatory") warrants that:

- (a) the signatory has authority to sign this Contract on behalf of the corporation;
- (b) the corporation is incorporated;
- (c) this Contract is binding on the corporation;
- (d) within 5 days from the Day of Sale the signatory will procure the execution by the corporation's directors and principal shareholders of a Guarantee & Indemnity in the form annexed to this Contract or, if there is no such annexure, in the form reasonably required by the Vendor,

and if any of the aforesaid warranties are false or the signatory breaches any one or more of them the signatory shall be personally liable for the due performance of the Purchaser's obligations under the Contract.

Special Condition 3 - Warranties exclusion

- (a) The Vendor makes no warranty as to the condition of the land and without limiting the generality of the foregoing the Purchaser expressly acknowledges that the Vendor has given no warranty to the effect that the land is not subject to pollution or contamination by industrial wastes or other similar substances.

- (b) The Vendor makes no warranty as to the condition of improvements erected on the land nor that the improvements comply with the Victoria Building Regulations 1983 or the requirements of the municipality thereunder. The Purchaser shall not make any requisition or objection or claim any compensation in respect of any non-compliance with the regulations and shall not call upon the Vendor to bear all or any part of the costs of complying with the regulations.

Special Condition 4 - Purchaser's warranties

The Purchaser warrants to the Vendor that:

- (a) the consent approval or licence of any person or body is not required as a pre-condition to the Purchaser entering into this Contract or the purchase hereby effected or if any such consent or licence is required, including but not limited to the consent licence or approval under any State or Federal Act, Regulation, policy and/or guideline or the like (which shall be deemed to include the *Foreign Acquisitions and Takeovers Act 1975*, the *Banking (Foreign Exchange) Regulations* and any Real Estate policy guidelines of the Commonwealth Government) the Purchaser has prior to entering into this Contract obtained all such consents, approvals or licences as shall be necessary or, if applicable, has obtained statements of non-objection thereto as the case may require;
- (b) in the event that any of the aforesaid warranties are untrue in any respect, the Purchaser shall indemnify the Vendor against any loss which the Vendor suffers as a result of it having relied on any such warranty when entering into this Contract.

Special Condition 5 - Liability to pay GST

- (a) If GST is payable in respect of any supply made by a supplier under this Contract, the recipient will pay to the supplier an amount equal to the GST payable on the supply in addition to and at the same time that the consideration for the supply is to be provided under this Contract.
- (b) If a relevant payment is made to and received by the Vendor and an additional amount in respect of GST has not been paid by the Purchaser pursuant to this special condition, and it is at any time subsequently determined by the Vendor that there is a liability to pay GST in respect of the supply for which the payment has been made, the Purchaser must pay the additional amount to the Vendor on demand.

Special Condition 6 - Default interest rate

If the Purchaser defaults in payment of any money under this Contract then the Purchaser shall pay to the Vendor on demand, and without the Vendor being obliged to give any notice in writing whether under General Condition 34.1 or otherwise, interest at a rate of 4 per cent higher than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 computed on the money overdue during the period of default without prejudice to any other rights of the Vendor under this Contract or at common law.

Special Condition 7 - Non-merger

Any provision of this Contract, which is capable of taking effect after settlement of this Contract, does not merge on settlement but rather continues in full force and effect.

Special Condition 8 – General Conditions

- (a) General Condition(s) means the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008.
- (b) In relation to the warranties in General Condition 6.4, the Vendor only has knowledge of decisions of public authorities and government departments affecting the Property which are communicated to the Vendor.
- (c) General Conditions 12, 13, 14.3(b), 30, 31.4, 31.5 and 31.6 do not apply to this Contract.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009 (Cth)* applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or

- (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009 (Cth)* setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009 (Cth)*, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009 (Cth)* have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

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

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
- (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.

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.
- 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:

- (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 payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.

- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

32. BREACH

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

- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
- (b) any interest due under this contract as a result of the breach.

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.

DEED OF GUARANTEE AND INDEMNITY

TO: The Vendor named in the Schedule to this Deed ("the Vendor")

The Guarantor named in the Schedule to this Deed ("the Guarantor" which expression shall include and bind the guarantor and the Guarantor's heirs, executors, administrators and personal representatives and where a company its successors and permitted assigns)

IN CONSIDERATION of the Vendor having agreed at the request of the Guarantor to enter into the Contract of Sale attached to this Deed ("the Contract") for the sale of the property described in the Contract ("the Property") to the Purchaser named in the Schedule to this Deed ("the Purchaser") and for all other good and valuable consideration, **HEREBY ABSOLUTELY AND UNCONDITIONALLY GUARANTEES** the due and punctual payment by the Purchaser to the Vendor of all moneys due and payable or from time to time to become due and payable by the Purchaser to the Vendor under the Contract and any costs and damages which may become due and payable on any default repudiation or otherwise, and the due and punctual performance by the Purchaser of all obligations of the Purchaser to the Vendor under the Contract **AND** as a separate and independent obligation **HEREBY UNCONDITIONALLY INDEMNIFIES** the Vendor and agrees to keep the Vendor always indemnified against any loss which the Vendor may suffer arising out of or in relation to the Contract or because the aforesaid obligations under the Contract are unenforceable in whole or in part or because any moneys due and payable or from time to time become due and payable under the Contract are not recoverable for any reasons whatsoever (including but not limited to legal limitation, disability, immunity or incapacity) or having been recovered are repaid for any reason, including all costs charges or expenses which the Vendor may incur as a consequence of the non-performance or non-observance by the Purchaser of the aforesaid obligations or the Contract provisions and the Guarantor shall upon demand pay to the Vendor the aforesaid moneys or the amount of any loss which is the subject of this indemnity.

It is further declared that:

1. The liability of the Guarantor under this Deed shall not in any way be prejudiced or affected by any act matter or thing, failure or omission which, but for this provision, might operate to exclude the Guarantor from the aforesaid obligations, including, without limitation, by:
 - 1.1 the granting of time or other indulgence or concession to the Purchaser, the Guarantor, or any other person or corporation;
 - 1.2 compounding or compromising with or releasing or discharging the Purchaser, the Guarantor or any other person or corporation from liability under this Deed or from compliance with the provisions of the Contract as the same may be varied, amended, novated, replaced or renewed from time to time, or releasing, varying or renewing in whole or in part any security, document of title, asset or right held by the Vendor;
 - 1.3 the winding up, liquidation, bankruptcy, death, lunacy, disability or other incapacity of the Purchaser, the Guarantor or any other person or corporation;
 - 1.4 the Vendor or any other person or corporation taking or failing to take a guarantee or indemnity from any other person or corporation;
 - 1.5 a judgment obtained by the Vendor against the Purchaser or the Guarantor;
 - 1.6 the moneys hereby guaranteed or any part thereof not being recoverable or that the Purchaser or Guarantor or any other person liable to pay such moneys being

discharged from all or any of their respective obligations to make payment or for any reason other than that payment has been made;

- 1.7 the fact that the Contract or the obligations of the Purchaser thereunder or the obligations of the Guarantor under this Deed are or become wholly or partially illegal, void, voidable, defective or unenforceable;
 - 1.8 any amendment to, novation or replacement, of the Contract or this Deed with or without the consent of the parties;
 - 1.9 the failure by the Vendor to give notice to the Guarantor of any default by the Purchaser under the Contract;
 - 1.10 the nomination of a substitute purchaser of the Property by the Purchaser;
 - 1.11 the liability of the Purchaser under the Contract ceasing for any reason; or
 - 1.12 the failure of any person named as Guarantor to execute this Guarantee and Indemnity.
2. The aforesaid obligations of the Guarantor are principal obligations and may be enforced against the Guarantor without the necessity of the Vendor first taking action against the Purchaser in respect of the Purchaser's obligations under the Contract, and notwithstanding the termination or completion of the Contract.
 3. This Deed shall continue to be binding notwithstanding that the moneys secured thereby may be assigned or transferred to another person or that the Contract may be assigned or transferred to any person either at the time of or subsequent to the firstmentioned assignment or transfer, and the Guarantor agrees to waive each and all of his rights as Guarantor whether legal, equitable, statutory or otherwise as surety which may at any time be inconsistent with the provisions of this Deed or which in any way restricts the Vendor's rights, remedies or recourse.
 4. This Deed is a continuing guarantee and indemnity for the purpose of securing payment of the whole of the moneys hereby guaranteed and the due and punctual performance of the whole of the obligations of the Purchaser under the Contract and shall remain in full force and effect until those obligations have been met in full by the Purchaser.
 5. The Guarantor shall not, during the term of this Deed, without first obtaining the Vendor's consent, take action to enforce any rights against the Purchaser for money paid by the Guarantor to the Vendor under this Deed, or prove in the liquidation of the Purchaser, or exercise any other rights, in competition with the Vendor.
 6. If the Purchaser goes into liquidation the Guarantor authorises the Vendor to prove for all moneys which have been paid under this Deed or which are owing to the Vendor by the Purchaser and not paid and to retain and carry to a suspense account and appropriate at the Vendor's discretion any dividends and other moneys received until the Vendor has been paid in full in respect of the money owing by the Purchaser to the Vendor. The Guarantor waives in favour of the Vendor all rights against the Vendor and the Purchaser and any other person, corporation, estate and asset necessary to give effect to anything contained in this Deed.

7. Any failure, omission or delay by the Vendor in exercising its rights under the Contract or this Deed shall not be deemed to be a waiver of those rights. No waiver by the Vendor of one breach by the Purchaser or Guarantor of any covenant, obligation or provision contained or implied in the Contract or this Deed shall operate as a waiver of another breach by the Purchaser or Guarantor of the same or any other covenant, obligation or provision contained or implied in the Contract or this Deed. The exercise of a right by the Vendor does not preclude the exercise of the same or any other right under the Contract or this Deed.
8. Any other guarantee, indemnity or security obtained or taken by the Vendor to secure the obligations provided by this Deed shall not in any way prejudice or affect this Deed but shall be deemed to be collateral thereto.
9. The Guarantor acknowledges and warrants to the Vendor that as a consequence of the Vendor entering into the Contract with the Purchaser there is a benefit flowing to the Guarantor.
10. The Guarantor further acknowledges and agrees that the Vendor shall not be liable for any loss or damage of any kind whatsoever suffered by the Guarantor due to a release or dealing with any guarantee or security.
11. The Guarantor must not assign the obligations or benefits of the Guarantor contained in this Deed without the prior written consent of the Vendor. The Vendor is not so restricted and may assign the whole or any part of its rights, benefits and obligations without the Guarantor's consent.
12. The Guarantor shall when required by the Vendor execute all documents and perform all acts as may be required by the Vendor to give effect to this Deed. The Vendor need not execute this Deed.
13. Any notice, demand, consent or communication required or to be given under this Deed must be:
 - 13.1 in writing;
 - 13.2 delivered personally or sent by prepaid post or by facsimile to the recipient at its address or facsimile number set out in the Schedule to this Deed or to such other address or facsimile number as the recipient may by written notice advise another party from time to time.
14. A notice, demand, consent or communication given as above is taken to be received:
 - 14.1 if hand delivered, on the day of delivery if delivered before 4.00 pm on a business day and otherwise on the business day next following;
 - 14.2 if sent by prepaid post, 3 days after the date of posting; or
 - 14.3 if sent by facsimile, on the day on which the message confirmation is received if received before 4.00 pm on a business day and otherwise on the business day next following.

"business day" means a day (other than a Saturday or Sunday) on which banks (as defined in the Banking Act 1959 (C/wlth)) are generally open for business in Melbourne.

These provisions are in addition to any other mode of service permitted by law.

A notice, demand, consent or communication made or given under this Deed shall be signed by the party making or giving the notice, or, in the case of a company by a director, secretary, chief executive officer or manager of the company or a person authorised to do so, or the solicitors for a party. The authority of the person or solicitors signing the notice shall not be questioned by the recipient.

15. Where this Deed is executed by two or more persons as guarantors:
 - 15.1 the expression "the Guarantor" referred to herein shall include all of those persons and the liability of those persons is a joint liability of all of them and a several liability of each of them;
 - 15.2 each of those persons is not released from liability if this Deed ceases to bind any one or more of them as a continuing security; and
 - 15.3 a notice, demand, consent or communication under this Deed if given to any one or more of those persons is deemed to have been given to all of them.
16. A reference to winding up, liquidation or bankruptcy includes winding up, liquidation, bankruptcy, official management, receivership, administration, dissolution, scheme of arrangement, insolvency or anything having a substantially similar effect to any of those conditions or matters.

SCHEDULE

Vendor:

Full Name: Tina Renna McMeckan, Hilary Ruth McMeckan and Douglas Hugh McMeckan

Address: C/- Wisewould Mahony, Level 8, 419 Collins Street, Melbourne VIC 3000

Facsimile Number: (03) 9629 4035

Purchaser:

Full Name:

Address:

Guarantor(s):

Full Name:

Address:

Full Name:

Address:

EXECUTED AS A DEED and dated the

20

SIGNED SEALED AND DELIVERED by)

)

)

)

in the presence of:)

)

.....
Signature of Witness

.....
Name of Witness (Block letters)

.....
Address of Witness

VENDOR:

TINA RENNA MCMECKAN and HILARY RUTH
MCMECKAN and DOUGLAS HUGH
MCMECKAN

PROPERTY:

1311–1319 QUEENSCLIFF ROAD, SWAN BAY
VICTORIA 3225

VENDOR STATEMENT

WISEWOULD
MAHONY

Level 8
419-425 Collins Street
MELBOURNE VIC 3000
Tel: (03) 9629 8333
Fax: (03) 9629 4035
E-mail: enquiries@wisemah.com.au
PO BOX 239
Collins St West
Melbourne VIC 8007
Ref: CMM: 4009571



This document is prepared from a precedent intended solely for use by legal practitioners with the knowledge, skill and qualifications required to use the precedent to create a document suitable to meet the vendor's legal obligation to give certain statements and documents to a purchaser before the purchaser signs a contract to purchase the land. This document incorporates the requirements in section 32 of the *Sale of Land Act 1962* as at 30 October 2018.

Vendor Statement

Instructions for completing this document

Words in *italics* are generally for instruction or information only.

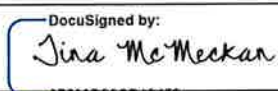
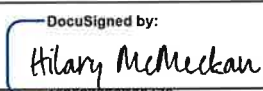
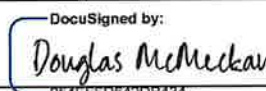
Where marked "+" below, the authority of a person signing under a power of attorney, as a director of a corporation or as an agent authorized in writing must be added in the vendor or purchaser's name or signature box. A corporation's ACN or ABN should also be included

Delete as appropriate wherever an asterisk (*) appears. "Nil" may be written in any of the rectangular boxes if appropriate. Additional information may be added to section 13 where there is insufficient space.

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	1311-1319 QUEENSCLIFF ROAD, SWAN BAY VIC 3225 (CA 17, SECTION 2, PARISH OF PAYWIT)		
+ Vendor's name	TINA RENNA MCMECKAN and HILARY RUTH MCMECKAN and DOUGLAS HUGH MCMECKAN		Date 16-May-23
+ Vendor's signature	DocuSigned by:  <small>8F599D36CD13459...</small>	DocuSigned by:  <small>1535276F2B02479...</small>	DocuSigned by:  <small>954EFFD642DB434...</small>
+ Purchaser's name			Date / /
+ Purchaser's signature			
+ Purchaser's name			Date / /
+ Purchaser's signature			

Important information

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1. FINANCIAL MATTERS

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

Are contained in the attached certificate/s.

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

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.

Not Applicable.

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.

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.

Not Applicable.

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.

Not Applicable.

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.

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

None to the knowledge of the Vendor.

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 under section 192A of 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.

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 (if any).

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:

NIL

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:

NIL

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):

Not Applicable.

6. OWNERS CORPORATION

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

Not Applicable.

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*.

Not Applicable.

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 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.

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable.

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*.

Not Applicable.

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.

Not Applicable.

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.)

Not Applicable.

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.)

Is Attached.

13. 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 a Law Institute of Victoria published “Additional Vendor Statement” if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

13.1 Register Search Statement Volume 03249 Folio 651

13.2 Title Plan 845294D

13.3 Planning Certificate

13.4 Planning Property Report

13.5 Land Information Certificate

13.6 Water Information Statement

13.7 State Revenue Office Land Tax Certificate

13.8 Building Regulation Certificates (1) & (2)

13.9 VicRoads Certificate

13.10 EPA Certificate

13.11 Due Diligence Checklist

13.12 Asbestos report

Register Search Statement - Volume 3249 Folio 651

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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 03249 FOLIO 651

Security no : 124103492792N
Produced 27/01/2023 02:15 PM

LAND DESCRIPTION

Crown Allotment 17F Section 2 Parish of Paywit.
PARENT TITLE Volume 01870 Folio 859
Created by instrument C581793 31/08/1966

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors

TINA RENNA MCMECKAN of 15 RIVERSIDE ROAD IVANHOE VIC 3079
HILARY RUTH MCMECKAN of UNIT 601 132 SMITH STREET COLLINGWOOD VIC 3066
DOUGLAS HUGH MCMECKAN of UNIT 17 19 VICTORIA STREET FITZROY VIC 3065
AS080241X 10/04/2019

ENCUMBRANCES, CAVEATS AND NOTICES

For details of any other encumbrances see the plan or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE TP845294D 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: 1311-1319 QUEENSCLIFF ROAD SWAN BAY VIC 3225

ADMINISTRATIVE NOTICES

NIL

eCT Control 16667Y GADENS LAWYERS
Effective from 20/05/2019

DOCUMENT END

The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 27/01/2023, for Order Number 77943518. Your reference: 40095791.

TITLE PLAN	EDITION 1	TP 845294D
-------------------	------------------	-------------------

LOCATION OF LAND

Parish: PAYWIT
Township: -
Section: 2
Crown Allotment: 17F
Crown Portion: -

Last Plan Reference:-
Derived From: VOL. 3249 FOL. 651
Depth Limitation: NIL

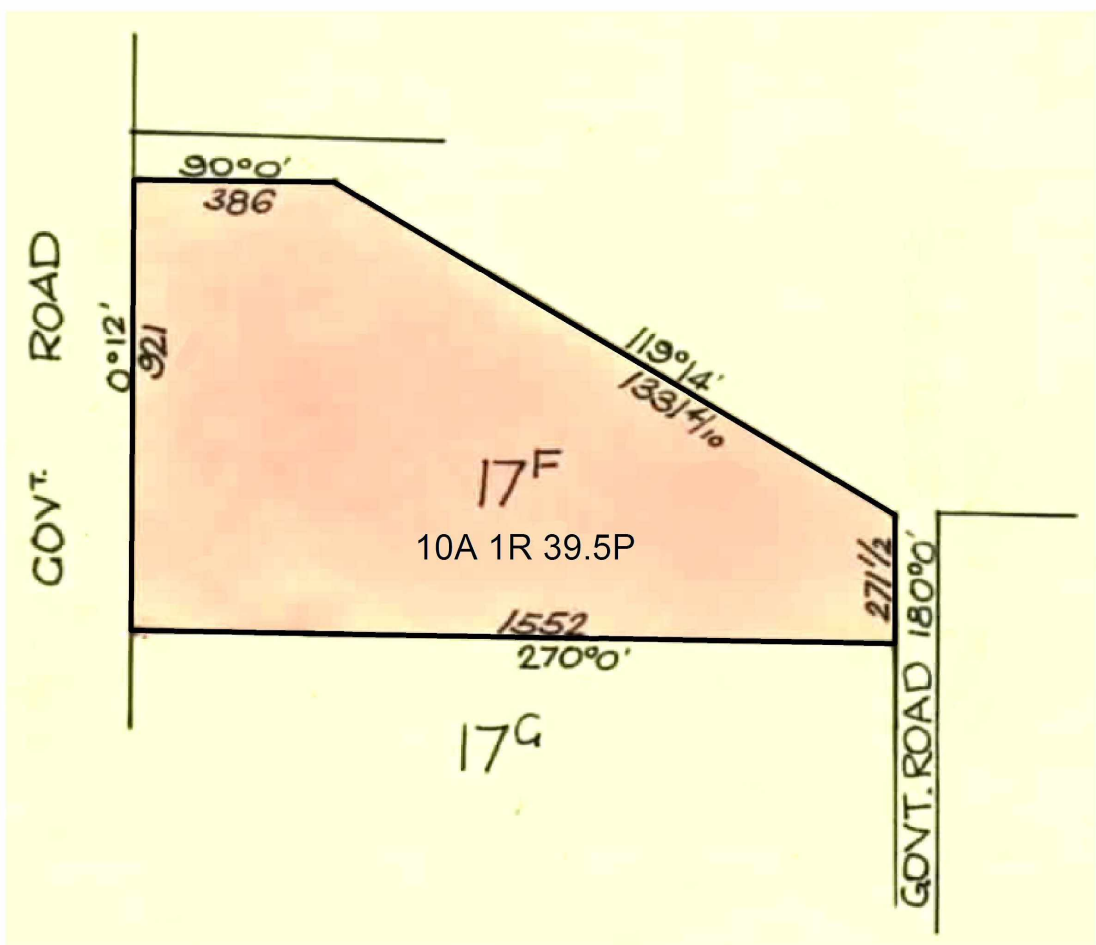
Notations

ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN

Description of Land/Easement Information

THIS PLAN HAS BEEN PREPARED BY LAND REGISTRY, LAND VICTORIA FOR TITLE DIAGRAM PURPOSES

COMPILED: Date: 27/11/2007
VERIFIED: A. DALLAS
Assistant Registrar of Titles





Planning Certificate



PROPERTY DETAILS

Property Address: 1311-1319 QUEENSCLIFF ROAD SWAN BAY VIC 3225
Title Particulars: Vol 3249 Fol 651
Vendor: TINA RENNA MCMECKAN, HILARY RUTH MCMECKAN,
DOUGLAS HUGH MCMECKAN
Purchaser: N/A

Certificate No: 116560160

Date: 27/01/2023

Matter Ref: 40095791

Client: Wisewould Mahony



MUNICIPALITY

GREATER GEELONG



PLANNING SCHEME

GREATER GEELONG PLANNING SCHEME



RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

GREATER GEELONG CITY COUNCIL / REFER TO RESPONSIBLE AUTHORITY INFORMATION PAGE



ZONES

FARMING ZONE



ABUTTAL TO A TRANSPORT ZONE / PUBLIC ACQUISITION OVERLAY FOR A PROPOSED ROAD OR ROAD WIDENING

ABUTS A TRANSPORT ZONE 2 (QUEENSCLIFF ROAD)



APPLICABLE OVERLAYS

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 12

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Disclaimer: Information within this certificate has been obtained via the Landchecker Platform. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land. Due diligence checks should be undertaken to understand other factors that may impact the use of the property.

 **PROPOSED PLANNING SCHEME AMENDMENTS**

NOT APPLICABLE

 **ADDITIONAL INFORMATION**

STATE-WIDE PROVISIONS IF AN APARTMENT DEVELOPMENT - SEE PLANNING SCHEME CLAUSE 55.07 AND CLAUSE 58

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GREATER GEELONG PLANNING SCHEME

RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

The Minister for Planning is the responsible authority for matters under Divisions 1, 1A, 2 and 3 of Part 4 of the Planning and Environment Act 1987 and matters required by a permit or the planning scheme to be endorsed, approved or done to the satisfaction of the responsible authority, for land within the Minister for Planning Responsible Authority Area identified in Map 1 in this schedule in relation to development of land as part of a single project or multiple related projects, if it involves:

- The construction of a new building or buildings containing a total gross floor area exceeding 5,000 square metres.
- The construction of a building or the construction or carrying out of works (including extensions, alterations or additions to an existing building or buildings) that create an additional gross floor area exceeding 5,000 square metres.
- The construction of a new building or buildings containing five or more storeys, excluding a basement.
- The construction of a building or the construction or carrying out of works (including extensions, alterations or additions to an existing building or buildings) that create additional storeys to or above an existing building containing five or more storeys or would result in a building of five or more storeys upon completion, excluding a basement.
- The construction of a building or the construction or carrying out of works for 50 or more dwellings.
- Any provision of this planning scheme which requires a permit to be obtained for a matter, if that matter forms part of an application that includes development within the meaning of one or more of sub-paragraphs above.

This does not apply to:

- The use or development of land that is undertaken in accordance with a building permit that was issued under the Building Act 1993 before the commencement of Amendment C419ggee to this planning scheme.
- The use or development of land that is undertaken in accordance with a planning permit that was issued before the commencement of Amendment C419ggee to this planning scheme. In such instances, the responsible authority which issued the planning permit will remain the responsible authority in relation to the use and development of the land pursuant to that permit.
- An application made before the commencement of Amendment C419ggee to this planning scheme. For applications made before the commencement of Amendment C419ggee to this planning scheme, the requirements of this schedule as they were in force immediately before the commencement of Amendment C419ggee, continue to apply.

 **PLANNING ZONES MAP**



ZONING

- FZ - FARMING ZONE
- FZ - FARMING ZONE
- PCRZ - PUBLIC CONSERVATION AND RESOURCE ZONE
- TRZ2 - TRANSPORT ZONE 2 - PRINCIPAL ROAD NETWORK

This map extract is sourced from data maintained by the State of Victoria and is provided for information purposes only. No representation is made as to the accuracy of the content, and Dye & Durham Property Pty Ltd does not accept any liability to any person for the information provided.

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From www.planning.vic.gov.au at 01 February 2023 01:13 PM

PROPERTY DETAILS

Address: **1311-1319 QUEENSCLIFF ROAD SWAN BAY 3225**
 Crown Description: **Allot. 17F Sec. 2 PARISH OF PAYWIT**
 Standard Parcel Identifier (SPI): **17F-2\PP3380**
 Local Government Area (Council): **GREATER GEELONG**
 Council Property Number: **258724**
 Planning Scheme: **Greater Geelong**
 Directory Reference: **Melway 486 D4**

www.geelongaustralia.com.au

[Planning Scheme - Greater Geelong](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
 Urban Water Corporation: **Barwon Water**
 Melbourne Water: **Outside drainage boundary**
 Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**
 Legislative Assembly: **BELLARINE**

OTHER

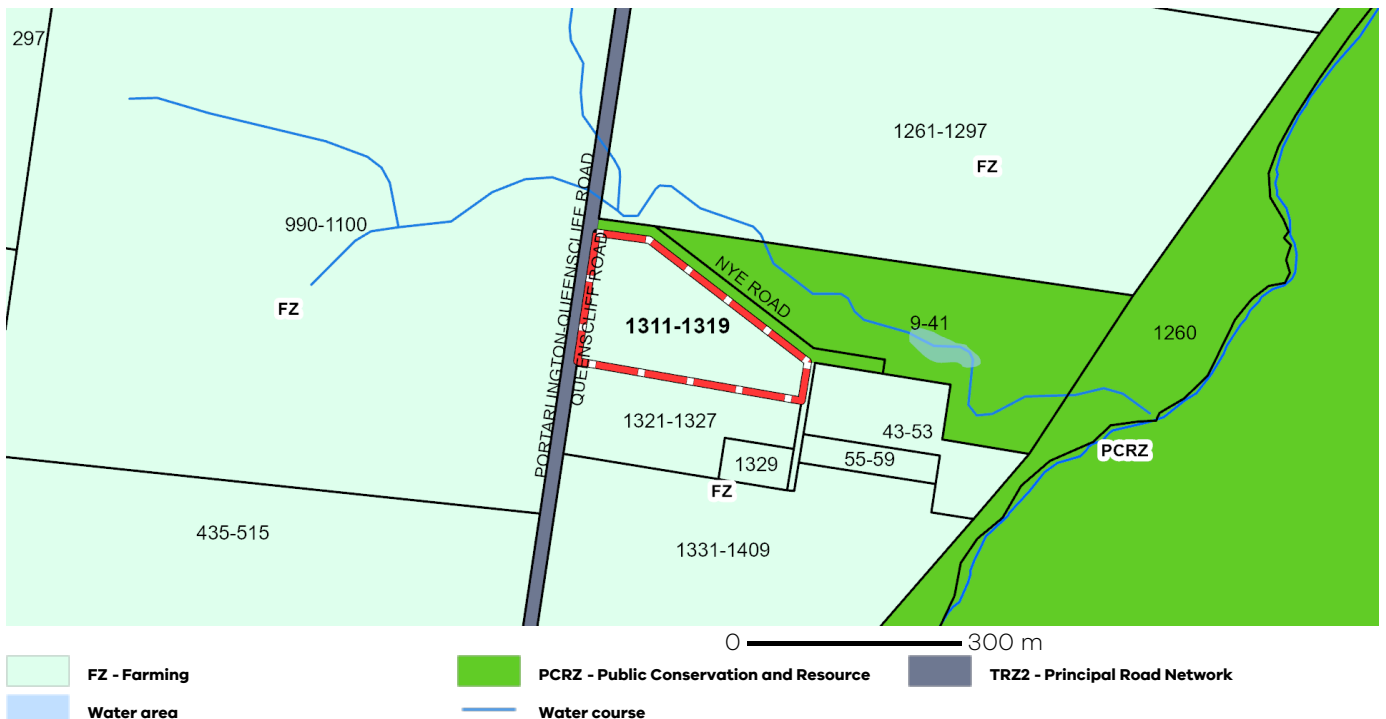
Registered Aboriginal Party: **Wadawurrung Traditional Owners
Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[FARMING ZONE \(FZ\)](#)

[SCHEDULE TO THE FARMING ZONE \(FZ\)](#)



Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

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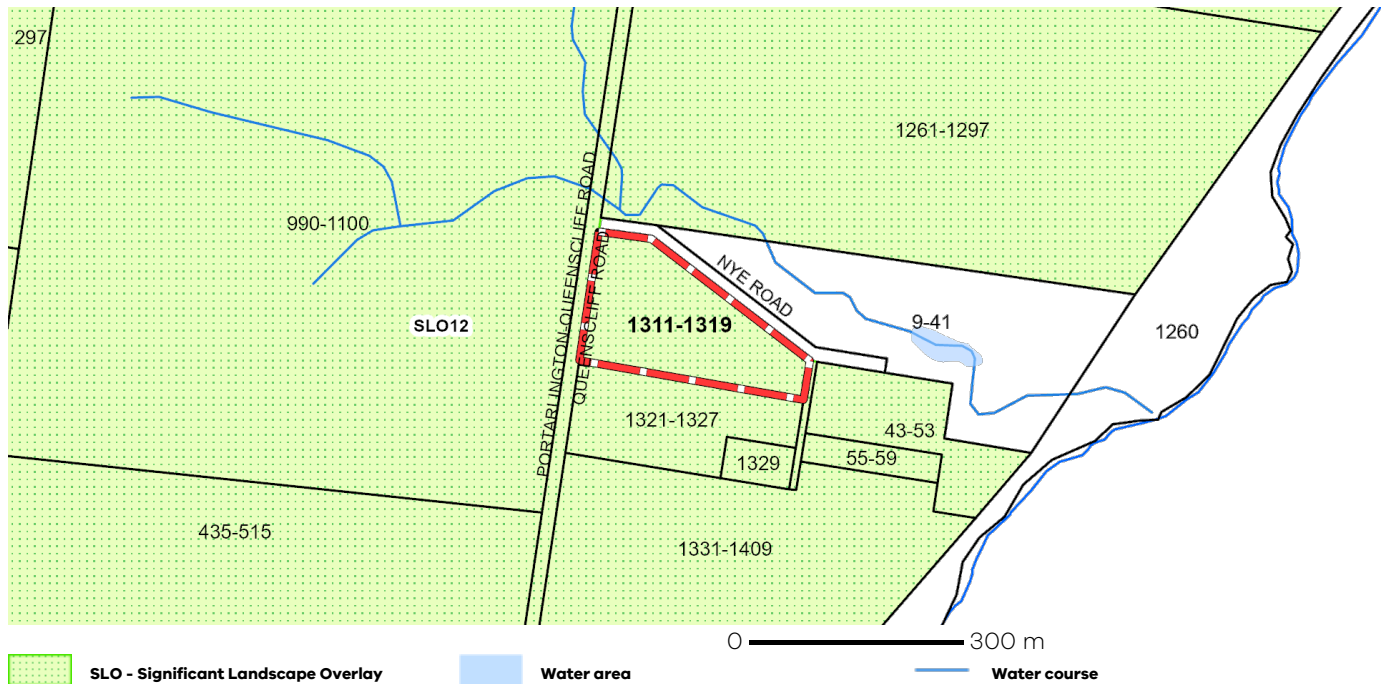
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Planning Overlays

[SIGNIFICANT LANDSCAPE OVERLAY \(SLO\)](#)

[SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 12 \(SLO12\)](#)



Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

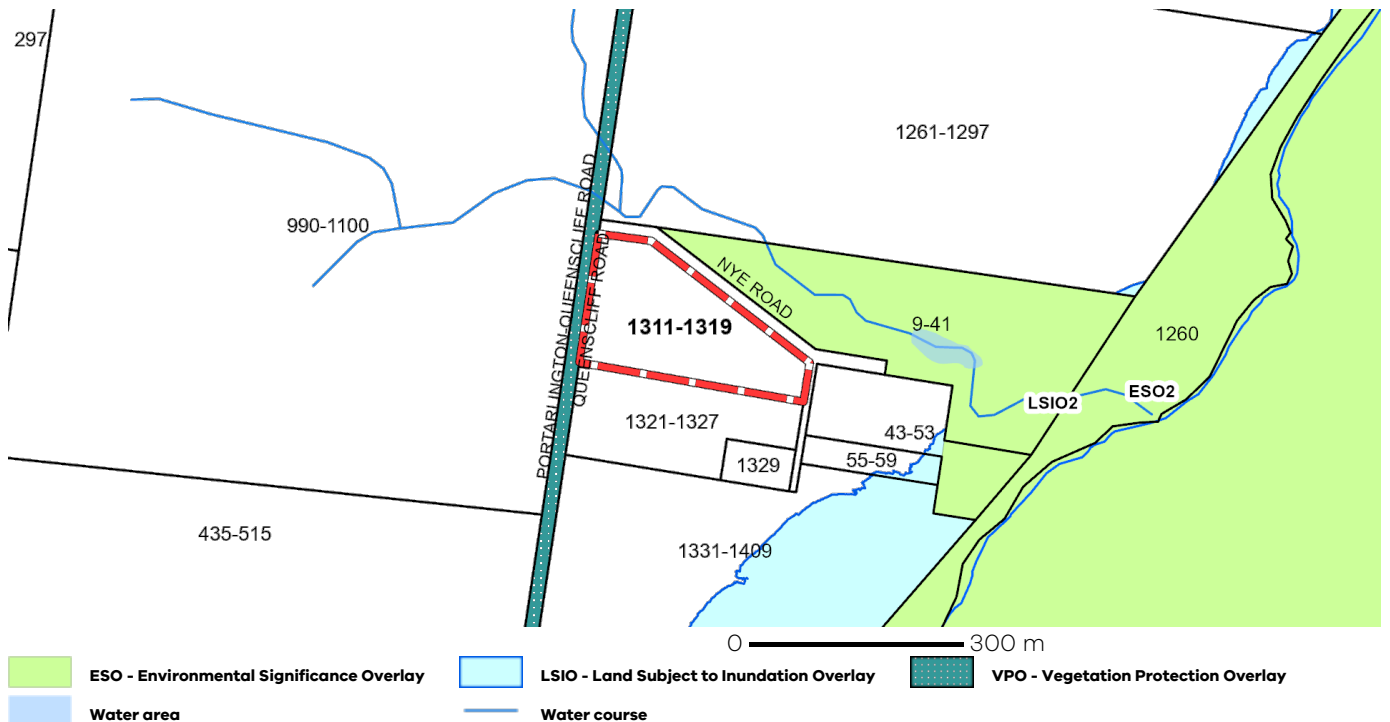
OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\)](#)

[LAND SUBJECT TO INUNDATION OVERLAY \(LSIO\)](#)

[VEGETATION PROTECTION OVERLAY \(VPO\)](#)



Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

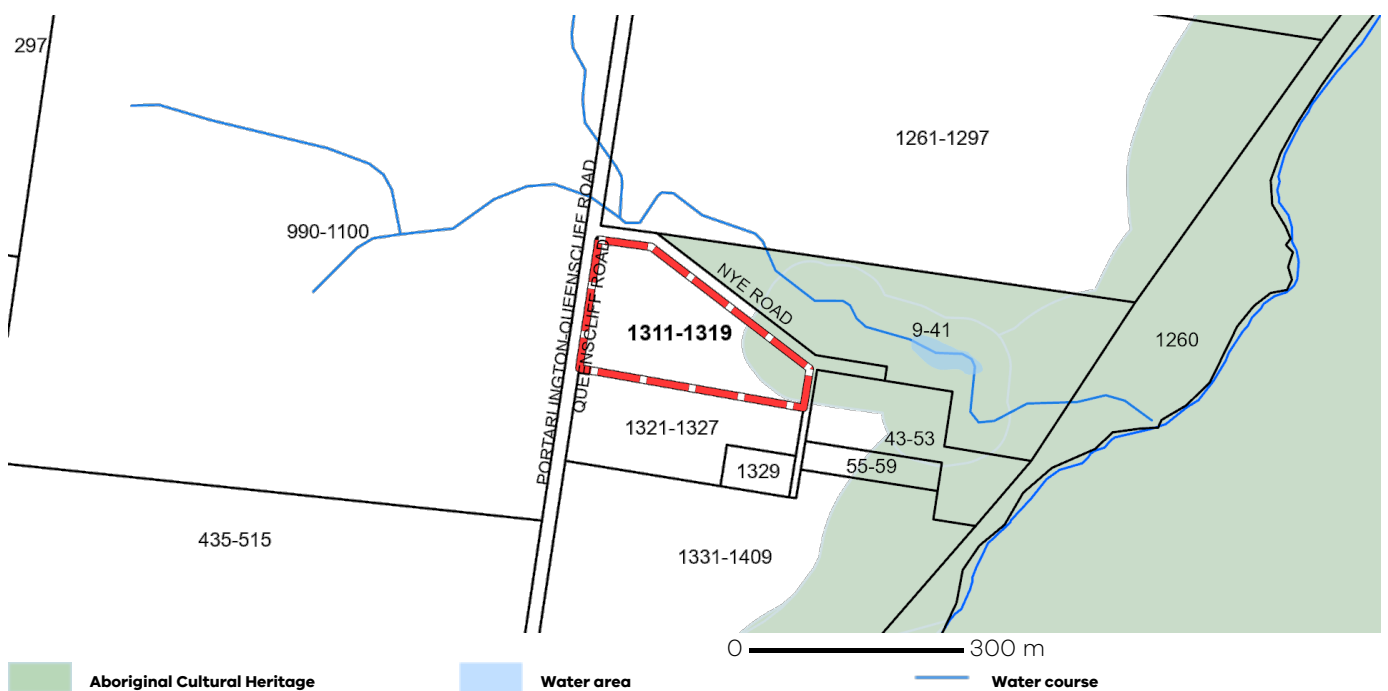
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation>



Further Planning Information

Planning scheme data last updated on 24 January 2023.

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 affect 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>

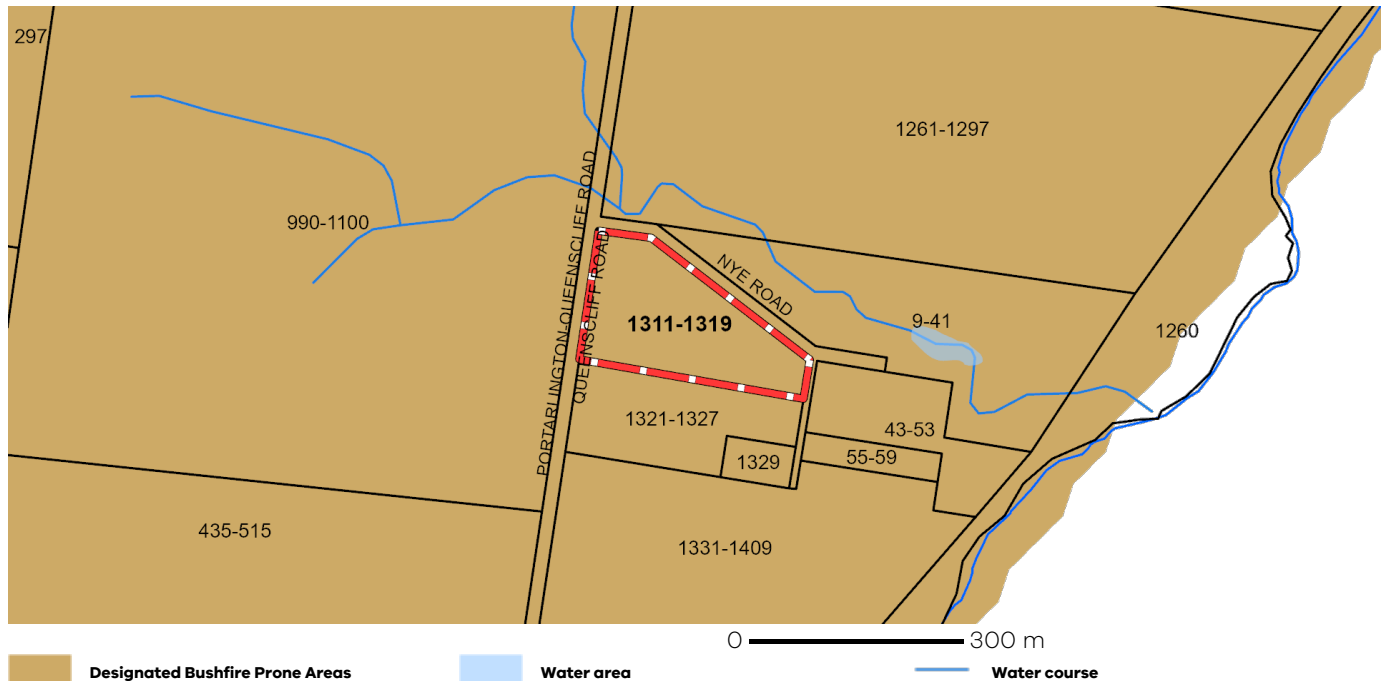
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). 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 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 \(environment.vic.gov.au\)](http://Native%20vegetation%20(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 \(environment.vic.gov.au\)](http://NatureKit%20(environment.vic.gov.au))

CITY OF GREATER GEELONG

WADAWURRUNG COUNTRY P: 03 5272 5272
 PO Box 104, Geelong VIC 3220 E: contactus@geelongcity.vic.gov.au
www.geelongaustralia.com.au

**2022-2023 LAND INFORMATION CERTIFICATE**

In accordance with Section 121 of the Local Government Act 2020

Date of Issue: **30-Jan-2023**Certificate No: **202903**

Applicants Ref:

77943584:116560162:169444**Assessment Number: 66471**Property Address: **1311-1319 Queenscliff Road, SWAN BAY VIC 3225**Property Description: **42481m2 CA 17F Sec 2A**

Ratepayer as per

Council Records: **Basils Farm**

Applicant:

Dye & Durham Pty Ltd (New Account)
PO BOX A2151
SYDNEY SOUTH NSW 1235

Operative Valuation Date:	01-Jul-2022
Level of Valuation Date:	01-Jan-2022
Capital Improved Value:	1,950,000
Site Value:	1,700,000
Net Annual Value:	97,500

This certificate provides information regarding Valuation, Rates, Charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989, Local Government Act 2020 or under a local law or By-Law of the Council.

This certificate is not required to include information regarding Planning, Building, Health, Land Fill, Land Slip, other Flooding Information or Service Easements. Information regarding these matters may be available from the Council or the relevant Authority. A fee may be charged for such information.

Particular of Rates & Charges, Outstanding Notices and Works for which a charge has been made:

- ◆ The **current rating year** is for the period **01/07/2022 to 30/06/2023**. Lump sum payment – due by **15/02/2023** or by instalment **30/09/2022, 30/11/2022, 28/02/2023 and 31/05/2023**. Interest is chargeable after these dates on any outstanding amount.
- ◆ Interest on outstanding charges and additional payments or charges may have affected the balance, please check with this office at time of settlement for an update amount. Telephone ☎ **03 5272 5272**.

Please Note: Council has no involvement in the settlement process. On request any overpayment of rates at settlement will be refunded to the payee, with a \$30 fee being applicable.

Confirmation of any variation to this certificate will only be given for up to 90 days from the date of issue

(ie. **30-Apr-2023**) and within the current financial year.

The Local Government Act 2020 requires a Notice of Acquisition be submitted to ensure Purchasers correct name and address details are held by Council. Council cannot accept liability for incorrect addresses when notification in writing has not been supplied.

Notice can be emailed to: transfers@geelongcity.vic.gov.au

CITY OF GREATER GEELONG
2022-2023 LAND INFORMATION CERTIFICATE (cont.)

In accordance with Section 121 of the
Local Government Act 2020

Date of Issue: **30-Jan-2023**

eService

Certificate No: **202903**

Property Address: **1311-1319 Queenscliff Road, SWAN BAY VIC 3225**

Assessment Number: **66471.4**

	<u>Rate, Charges & Other Monies</u>	<u>Amount \$</u>
Arrears:	Balance Brought Forward	0.00
	Legal Fees Arrears	0.00
Current:	General Rates	3,730.10
	State Government Levies	220.35
	Waste Management	429.65
	Municipal Charge	0.00
	Refunds	0.00
	Concession Rebates	0.00
	Interest Arrears	0.00
	Interest Current	0.00
	Legal Fees	0.00
Other:	Special Charges (<i>subject to Final Costs</i>)	0.00
	Sundry Charges	0.00
Payment:	Amount Received	-4,380.10
	Overpayment	-4,380.10
	All Overdue amounts should be paid at settlement. The purchaser is liable for all outstanding rates and charges after transfer and settlement.	
	Total Due:	-4,380.10

General Notes: Supplementary Valuations are conducted by Council when a property's characteristics change. Examples of this (but not exclusive) are: A building is altered, erected, or demolished. A property is amalgamated, subdivided, rezoned, part sold, or affected by road construction. As a result of this, an Adjusted Valuation may be returned in due course and a subsequent rate adjustment may be levied within the financial year.

Condition:

I hereby certify that as the date of issue, the information given in this certificate is a correct disclosure of the rates, charges, interest and other monies payable to the **City of Greater Geelong** together with any Notices pursuant to the Local Government Act 1989, Local Laws or any other legislation.



Authorised Officer



Reference: 10000664714

Payment via internet or phone banking,
from your cheque or savings account.

Your Ref: 77943584:116560162:169444

Page 2 of 2

Standard Property
Sec 121 LGA 2020

Information Statement Part A

In accordance with Section 158 of the Water Act 1989
(Should be Read in Conjunction with Part B)

INSTALLATION NUMBER: 17399691 **APPLICATION NUMBER:** 435718 **DATE:** 30/01/2023
PROPERTY ADDRESS: 1301-1319 QUEENSCLIFF RD, SWAN BAY, VIC 3225
YOUR REFERENCE: 40095791
OWNER: T R & H R & D H McMeckan
COMMENTS: Comments

The following service charges are applicable for the abovenamed property for the period 01/01/2023 to 31/03/2023. These charges are itemised separately to allow a pro-rata adjustment, and will not appear as due and payable below if they have already been paid.

		Value	GST	Price
Total Service Charge	\$	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

Barwon Region Water Corporation hereby certifies that the following Charges and Interest are due and payable to it in respect of the abovenamed property.

Charges Due & Payable

		Value	GST	Price
TOTAL DUE	\$	<u>NIL</u>	<u>NIL</u>	<u>NIL</u>

Important Information

THERE ARE NO METERS AFFIXED TO THIS PROPERTY.

The information statement will also provide details of other charges, including any unpaid amounts. In order to ensure this is accurate close to the time of settlement, you can request an Information Statement update by going to [Information statement update](#) or by visiting Properties and development – Information statement update page on our website or by calling 1300 656 007.

In accordance with Section 275 of the Water Act 1989, a person who becomes the owner of a property must pay to Barwon Water at the time the person becomes the owner of the property, any amount that is due to Barwon Water as a charge on that property.

To effect a change of ownership, details of the sale are required by Notice of Disposition or Acquisition to Barwon Water, P.O. Box 659, Geelong Vic 3220.

* **PLEASE NOTE:** Verbal confirmation will not be given after 31/03/2023. Barwon Water will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 31/03/2023 and a fee will be payable.

If the property to be purchased is vacant land, any proposed building will attract connection fees and/or contribution fees. To find out more detail on these please contact Barwon Water on 1300 656 007.

Manager Customer Centre

Information Statement Part B

*In accordance with Section 158 of the Water Act 1989
(Should be Read in Conjunction with Part A)*

30-01-2023

Wisewould Mahony via Dye & Durham Property Pty Ltd
Level 20
535 Bourke Street

Property: 1311-1319 QUEENSCLIFF ROAD SWAN BAY 3225

I refer to your application received at this office on 27/01/2023. I wish to advise no encumbrances or easements related to Barwon Water works exist in respect of the above property, other than those that may be revealed by normal Title search, and no Notices or Orders presently remain outstanding relative to the connection of water supply and/or sewerage services.

Should you have any inquiries, please contact Barwon Water on 1300 656 007.

Our Ref: EC435718

Your Ref: 40095791

Agent Ref: 77943584:116560164

Yours faithfully.

Manager Customer Centre

Property Clearance Certificate

Taxation Administration Act 1997



WISEWOULD MAHONY VIA DYE & DURHAM PROPERTY
PTY LTD
LEVEL 20, 535 BOURKE STREET
MELBOURNE VIC 3000

Your Reference: 77943584:116560163

Certificate No: 58977944

Issue Date: 31 JAN 2023

Enquiries: MXC15

Land Address: 1311 -1319 QUEENSCLIFF ROAD SWAN BAY VIC 3225

Land Id	Lot	Plan	Volume	Folio	Tax Payable
28414348	0	845294	3249	651	\$21,618.57

Vendor: DOUGLAS MCMECKAN, HILARY MCMECKAN & 1 OTHER(S)

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MCMECKAN TESTAMENTARY TRUST	2023	\$1,700,000	\$21,618.57	\$0.00	\$21,618.57

Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
-------------------------------------	------	---------------	------------------	------------------	-------

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE: \$1,950,000

SITE VALUE: \$1,700,000

AMOUNT PAYABLE: \$21,618.57

Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 58977944

Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
 - Land tax that has been assessed but is not yet due,
 - Land tax for the current tax year that has not yet been assessed, and
 - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

General information

6. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
7. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$8,575.00

Taxable Value = \$1,700,000

Calculated as \$2,975 plus (\$1,700,000 - \$1,000,000) multiplied by 0.800 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 58977944

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 58977944

Visa or Mastercard

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/paylandtax

PROPERTY INFORMATION CERTIFICATE

Building Regulations 2018
Pursuant to Regulation 51(1)



Dye & Durham Pty Ltd - Melbourne
PO BOX 447
SOUTH MELBOURNE VIC 3205

1 February 2023
PI: 258724

PIR-2023-538 Your Ref 77943584:116560165
1311-1319 Queenscliff Road, SWAN BAY VIC 3225

PROPERTY FOR WHICH INFORMATION WAS REQUESTED			
Property Address	1311-1319 Queenscliff Road, SWAN BAY VIC 3225		
Title Information	42481m2 CA 17F Sec 2A	Volume / Folio	CT-3249/651

Regulation 51(1) *Building Regulation 2018*, any person may request the relevant Council to provide in relation to any building or land:

1. Details of any Permit or Certificate of Final Inspection issued in the preceding 10 years:

Nil

2. Details of any current statement issued under Regulation 64 (Combined Allotments) or Regulation 231 (Subdivision of existing buildings)

Nil

3. Details of any current Notice or Order issued by the Relevant Building Surveyor under the Act.

Nil

Please Note:

- While every effort is made to provide full and accurate information, the Council's records may be deficient because of limitations in the period the records have been kept and/or because of their accuracy in recording or failure to record other permits, orders, variations or revocations.
- In addition, the existence of permits or certificates does not indicate whether all construction on a property complies with approvals. Independent inquiries should be made if in any doubt or if any problem is anticipated or encountered.

Yours sincerely

A handwritten signature in black ink that reads "Wendy Dias".

Wendy Dias
Technical Officer

BUILDING SERVICES
03 5272 4450

WURRIKI NYAL
WADAWURRUNG COUNTRY
137-149 MERCER STREET, GEELONG

TAX INVOICE



ABN 18 374 210 672

Dye & Durham Pty Ltd - Melbourne
PO BOX 447
SOUTH MELBOURNE VIC 3205

Debtor No.	900081
Invoice Date	30-Jan-2023
Enquiries	03 5272 5272
Application No.	PIR-2023-538
Location	1311-1319 Queenscliff Road, SWAN BAY VIC 3225
Your Ref	77943584:116560165

Invoice	Description	GST \$	Fee Amount \$
6230514	Building Information - Regulation 51(1)	0.00	48.80

Payment terms 30 days from date of invoice please

PAYMENT OPTIONS



Biller Code: 17475
Ref: 500009000811

From your cheque, savings,
MasterCard or **Visa** accounts.
Please contact your financial
institution

ONLINE OR BY PHONE

Online: www.geelongaustralia.com.au

Phone: 1300 858 058

Ref: 900081

A payment processing fee of 0.51 per cent
applies for MasterCard and Visa. Please Note If
you pay via BPay you can avoid this fee.

IN PERSON

Pay at any Post Office



*880 500009000811

or visit us at 137-149 Mercer Street,
Geelong.

Amount Due \$48.80

Debtor No. : 900081

Account Name : Dye & Durham Pty Ltd -
Melbourne

Invoice Date : 30-Jan-2023



Council use barcode

PROPERTY INFORMATION CERTIFICATE

Building Regulations 2018

Pursuant to Regulation 51(2)



Dye & Durham Pty Ltd - Melbourne
PO BOX 447
SOUTH MELBOURNE VIC 3205

31 January 2023
PI: 268252

PIR-2023-512 Your Ref: 77942610:116559231

PROPERTY FOR WHICH INFORMATION WAS REQUESTED			
Property Address	1321-1327 Queenscliff Road, SWAN BAY VIC 3225		
Title Information	35226m2 Lot 2 LP 87287	Volume / Folio	CT-8959/617

Pursuant to Regulation 51(2) of the *Building Regulations 2018*, any person may request the relevant Council to provide in relation to any building or land details as to whether the building or land is:

PROPERTY INFORMATION	
Land Liable to Flooding	No
Land identified in a planning Scheme under the <i>Planning and Environment Act 1987</i> (SBO or LSIO)	No
Likely to be subject to attack by termites under Regulation 150	No
Liable to significant snowfalls under Regulation 152	No
Of designated land or works pursuant to Regulation 154	No
For which a bushfire attack level has been specified in a planning scheme pursuant to Regulation 156.	
• Fire Prone Area	Yes
• Bushfire Management Overlay	No
Is Community Infrastructure Levy applicable?	No

Please Note:

- While every effort is made to provide full and accurate information, the Council's records may be deficient because of limitations in the period the records have been kept and/or because of their accuracy in recording or failure to record other permits, orders, variations or revocations.
- In addition, the existence of permits or certificates does not indicate whether all construction on a property complies with approvals. Independent inquiries should be made if in any doubt or if any problem is anticipated or encountered. For further information on Bushfire prone areas, please visit www.land.vic.gov.au

Yours sincerely

A handwritten signature in blue ink, appearing to read "Michelle Wernicke".

Michelle Wernicke
Technical Officer

BUILDING SERVICES
03 5272 4450

WURRIKI NYAL
WADAWURRUNG COUNTRY
137-149 MERCER STREET, GEELONG



**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Dye and Durham Dye and Durham
gpo box 2746
BRISBANE 4001

Client Reference: 77943584 116560161

NO PROPOSALS. As at the 27th January 2023, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

1311 - 1319 QUEENSCLIFF ROAD, SWAN BAY 3225
CITY OF GREATER GEELONG

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 27th January 2023

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 67691329 - 67691329150004 '77943584
116560161'

EPA Priority Sites Register Extract



Client: Wisewould Mahony
Level 8 419 Collins Street
Melbourne 3000

Client Ref: 40095791
Certificate No: 77943584:116560167

Property Inquiry Details:

Street Address: 1311-1319 QUEENSCLIFF Road
Suburb: SWAN BAY
Map Reference: Melways Edition 39, Map No:486, Grid Letter: D, Grid Number: 4

Date of Search: 27/01/2023

Priority Sites Register Report:

A search of the Priority Sites Register **for the above map reference**, has indicated that this **site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register** at the date last notified by the EPA.

Priority Sites Register

Information as at 31 July 2021

The Priority Sites Register is updated monthly and the information on it may not be accurate, current or complete and may be subject to change without notice.

Land contaminated by former waste disposal, industrial and similar activities is frequently discovered during changes to land use - for example, from industrial to residential use. In most cases these can be managed at the time that the change of land use occurs. Some sites however, present a potential risk to human health or to the environment and must be dealt with as a priority. Such sites are typically subject to clean-up and/or management under EPA directions.

What are priority sites?

Priority Sites are sites for which EPA has issued a:

- Clean Up Notice pursuant to section 62A) of the Environment Protection Act 1970
- Pollution Abatement Notice pursuant to section 31A or 31B (relevant to land and/or groundwater) of the Environment Protection Act 1970
- Environment Action Notice pursuant to Section 274 of the Environment Protection Act 2017
- Site Management Order (related to land and groundwater) pursuant to Section 275 of the Environment Protection Act 2017
- Improvement Notice (related to land and groundwater) pursuant to Section 271 of the Environment Protection Act 2017
- Prohibition Notices (related to land and groundwater) pursuant to Section 272 of the Environment Protection Act 2017

On the occupier or controller of the site to require active management of these sites, or where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means. Sites are removed from the Priority Sites Register once all conditions of a Notice have been complied with.

Typically these are sites where pollution of land and/or groundwater presents a potential risk to human health or to the environment. The condition of these sites is not compatible with the current or approved use of the site without active management to reduce the risk to human health and the environment. Such management can include clean up, monitoring and/or institutional controls.

The Priority Sites Register does not list all sites that are known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. Council and other planning authorities hold information about previous land uses, and it is advisable that such sources of information should also be consulted.

Disclaimer

The Environment Protection Authority does not warrant the accuracy or completeness of information in this Extract and any person using or relying upon such information does so on the basis that the Environment Protection Authority shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information.

Users of this site accept all risks and responsibilities for losses, damages, costs and other consequences resulting directly or indirectly from use of this site and information from it.

To the maximum permitted by law, the EPA excludes all liability to any person directly or indirectly from using this site and information from it.

Further Information

Additional information is available from:
EPA Victoria
200 Victoria Street, Carlton VIC 3053
1300 EPA VIC (1300 372 842)
<http://www.epa.vic.gov.au>
contact@epa.vic.gov.au

Dye & Durham Property Pty Ltd ACN 089 586 872

Level 20, 535 Bourke Street, Melbourne 3000 T: 1300 730 000 E: epropertysupport@dyedurham.com



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 [Due diligence checklist page on the Consumer Affairs Victoria website](https://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 and people. Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

Have any buildings or retaining walls on the property been altered, or do you plan to alter them?

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

Are any recent building or renovation works covered by insurance?

Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

Utilities and essential services

Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

Buyers' rights

Do you know your rights when buying a property?

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



05 July 2019

Kim Dema
General Manager
Basils Farm
1311-1319 Queenscliff Road
Swan Bay VIC 3225

Dear Kim,

RE: Basils Farm site comment regarding asbestos-containing material

As requested, Environmental Health Solutions (EHS) is pleased to provide this opinion document regarding the asbestos-containing fibro cement debris encountered during soil disturbance at Basils Farm. This document provides theoretical comment on potential risks with regard to the asbestos-containing debris advised at the site. This opinion should be read bearing in mind it is provided in good faith based on the knowledge that EHS has been advised of the nominated site. As such if other information regarding asbestos-containing materials on the site, particularly with regard to previous site history, exists that EHS is not aware of the opinion expressed by EHS could alter depending on that information.

The Victorian Occupational Health and Safety Regulations 2017 govern the appropriate management and removal of asbestos-containing materials (ACM) of asbestos-containing materials in buildings and structures, as well as asbestos-containing debris in soil that may be present as a result of demolition of such structures previously on the site or historical importation of fill material contaminated with asbestos-containing materials. As defined in the Regulations, all the ACM debris described to EHS at Basils Farm will be classified as non-friable ACM.

Asbestos is a **health hazard**, in that it has the potential to cause harm. Asbestos only becomes a **health risk** when it becomes airborne. The health risk increases as the number of fibres inhaled increases. Increased exposure poses an increased health risk.

Asbestos that has been incorporated into a stable matrix can be found in many working and residential environments. Such asbestos-containing products are called non-friable materials. Provided the matrix remains stable and no airborne fibres are produced, it presents no increased health risk. The mere presence of asbestos, therefore, does not indicate that a health risk exists. Non-friable asbestos-containing materials such as the ACM debris described to EHS at Basils Farm would not normally release quantifiable amounts of fibre into the atmosphere. The asbestos fibres in these matrices are normally well bound into the material and are usually only released as atmospheric fibres when the material is physically disturbed (e.g. by cutting, drilling or grinding).

In order to effectively manage the risk of airborne fibre release EHS recommends removal of all visible ACM debris from the ground surface by a suitably licensed asbestos removal contractor.

Following the ground surface clearance a program of surveillance inspections may be warranted to evaluate whether continued asbestos contamination resurfaces. From a health perspective, continued periodic surface investigation and removal of any observed ACM is a relevant management strategy to minimise any potential airborne release of asbestos fibres.



If such investigation detected greater than minor ACM contamination, the soil management strategy would need to be reviewed for its relevance and modified as required.

Basils Farm should also consider how to manage works which may disturb soil where ACM is anticipated such as demolition of infrastructure, planting or other excavation. Management of contaminated soil should be in accordance with current regulations outlined in the following paragraphs.

The WorkSafe Victoria Guidance Note dated October 2017, and titled asbestos-contaminated soil, describes the following guidelines:

If the asbestos contamination is only minor (e.g., it takes less than one hour to be removed) it can be removed by a class A or class B removalist, or an appropriately trained person.

Practically this permits ACM debris, provided it is a minor amount that can be cleaned up within one hour, to be collected and disposed of appropriately by a suitably trained and aware employee or contractor, or a licensed asbestos removalist. In these circumstances there is no requirement for a notification, clearance or other usual regulatory requirements applicable to soil contaminated with more than minor asbestos contamination.

Suitable training for personnel undertaking such minor ACM clean up in soil would include an asbestos awareness course. Personnel undertaking minor ACM clean up should be provided with personal protective equipment appropriate for the risk of such clean-up work as well as suitable labelled asbestos bags for storage of the ACM prior to disposal in a licensed asbestos landfill.

In respect of significantly affected soil at Basils Farm it is presumed that either sifting and inspecting the soil for removal (as far as reasonably practicable) of ACM so the soil could be subsequently disposed of as clean fill (with respect to asbestos), or alternatively bulking the soil off-site for appropriate disposal as asbestos-contaminated soil, would both be processes taking greater than one hour to complete and as such would be classed as Contamination That Is Not Classified As Minor. The applicable regulatory requirements for more than minor asbestos contaminated soil (if intending to be disturbed) will therefore apply to those soils, and need to be followed.

EHS trusts this opinion is useful to Basils Farm. If you require further clarification or discussion, please do not hesitate in contacting EHS.

Yours sincerely,

A handwritten signature in blue ink, appearing to read "S. Ellis".

Steve Ellis
Occupational Hygienist



Asbestos Survey and Risk Assessment

For McMeckan Testamentary Trust

At Basil's farm 43 Nye Road Swan Bay

January 2020

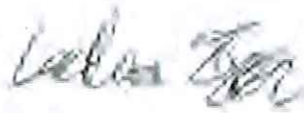
Contract Number: 30814



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Asbestos Survey and Risk Assessment

This report has been checked and issued to McMeckan Testamentary Trust.


Prepared by:

Name	Lachlan Tripp
Position	HAZMAT consultant


Peer reviewed by:

Name	Steve Ellis
Position	Occupational Hygienist

Disclaimer

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Our Privacy Policy

Environmental Health Solutions' commitment to maintaining its customer's privacy is of paramount importance. Accordingly, policies and procedures complying with the National Privacy Principles within the Privacy Act 1998 have been used to constitute our Privacy Policy. The Privacy Policy describes how we collect, use, handle and protect your personal information and is in accordance with the aforementioned Principles. Any access (except for that which may be legitimately withheld) or changes to your personal information may be done by contacting us. Changes to our Privacy Policy may be made at any time and a complete copy of our current Privacy Policy may be obtained by contacting us or, alternatively, on our website (www.ehsolutions.com.au).

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Executive Summary

Findings of an asbestos survey conducted on behalf of McMeckan Testamentary Trust by Environmental Health Solutions at the Basil's farm, 43 Nye Road, Swan Bay, in January 2020 are summarised below. Details of findings are contained in the body of the report.

This survey was conducted for the purposes of ongoing asbestos management and may be unsuitable for demolition purposes. Substantial destruction of building fabric may be required for complete surveying of all inaccessible materials.

This survey was conducted in accordance with the requirements of the Victorian Occupational Health and Safety Regulations 2017, Part 4.4 Division 5.

The principal items identified as containing asbestos fibres during this survey include the following, listed in priority order:

Priority 1

Damaged or exposed friable asbestos occurrences requiring immediate remedial action.

- Nil

Priority 2

Sealed or enclosed friable asbestos occurrences requiring short term management strategies.

- Nil

Priority 3

Unsealed or damaged non-friable asbestos occurrences requiring short to medium term management strategies.

- Nil

Priority 4

Undamaged, sealed non-friable asbestos occurrences requiring long term management strategies.

- 1325 Queenscliff Road had eaves containing asbestos white painted fibro-cement.



1. Introduction

1.1 Aim

The aim of this survey is to identify asbestos-containing occurrences and their associated risks to building occupants at Basil's farm, Swan Bay. The survey was conducted during January 2020.

The survey is designed to comply with the requirements pursuant to the *Occupational Health and Safety Regulations 2017, Part 4.4 Division 5*. The requirements are for workplaces where asbestos is fixed or installed in buildings or plant to ensure the risk of exposure to building occupants is minimised. This regulation specifies certain requirements for occupiers of a workplace.

1. An occupier of a workplace must determine, so far as is practicable, whether asbestos is present in the workplace.
2. Having determined that asbestos is present, an occupier must identify –
 - the type of asbestos-containing material
 - the location of asbestos-containing material
 - whether the asbestos-containing material is friable or non-friable
 - the condition of the asbestos-containing material
3. If an occupier has determined that there is asbestos in the workplace, the occupier must ensure –
 - that the presence and location of asbestos is clearly identified
 - where practicable, the identification is by labelling

The survey will:

- Provide a record of asbestos-containing materials
- Aid in the preparation of an Asbestos Management Plan
- Provide advice to the appointed Health and Safety Representative of the appropriate work group as required under the Regulations
- Ensure that all contractors required to do work are informed of the presence of asbestos



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1.2 Scope

The scope of the survey is to identify asbestos-containing occurrences in all buildings located on the Basil's farm site. The buildings consist of

- 43 Nye Road
- 1325 Queenscliff Road

Not all ceiling spaces, sub floors or wall cavities could be inspected. Operating plant and electrical equipment was not included.

In all areas where reasonable access was possible, building surfaces and materials were inspected. Where materials and voids could not be inspected, a follow-up inspection should be carried out at prior to refurbishment or demolition at such locations.

This survey is not intended to cover the specific requirements under Division 6 of Part 4.4 of the Regulations relating to refurbishment or demolition works. For this purpose additional inspection and/or reportage is required, along with the particular work procedures required and asbestos abatement works that may be necessary.



2. Protocols & methods

2.1 Sample Collection and Analysis

Samples suspected of containing asbestos were removed from the site using hand tools by removing small portions of the material from inconspicuous locations where possible, labelling with a unique identification number and recording the details on the survey sheet against the location.

Samples suspected of containing asbestos were analysed in the Environmental Health Solutions National Association of Testing Authorities, Australia (NATA) Registered Laboratory (No. 16765), by Polarised Light Microscopy, including Dispersion Staining.

2.2 Reporting

The detailed findings of this survey are presented in this report. They include:

Detailed Survey Report Sheets

The detailed tabulated results of the survey contain the key points including the location, condition, friability, disturbance potential and priority of asbestos containing materials.

Where the surveyor was satisfied that the material contained asbestos without sampling and testing or if the material was previously identified as containing asbestos and the conditions have not changed, it is thus recorded. Where the taking of a sample was not possible or the nature of the material is known, the survey record shows that asbestos is present or otherwise.

Definitions

Friable – Asbestos containing material that can be crumbled, pulverised or reduced to powder by hand pressure when it is dry.

Non-Friable – Asbestos containing material that cannot be crumbled, pulverised or reduced to powder by hand pressure alone.

Disturbance Potential

The level of risk presented by an asbestos hazard is influenced by the likelihood of disturbance.

- High – The material is frequently accessed.
- Medium – The material is accessed rarely.
- Low – The material is not accessed.



Priority

Priorities are listed as being Priority 1, 2, 3, or 4 in the detailed survey report sheets according to the following definitions:

- **Priority 1:**
Damaged or exposed friable asbestos occurrences such as; rope insulation, exposed or damaged pipe and/or boiler insulation. Such occurrences require immediate remedial action in the form of enclosure, sealing or removal.
- **Priority 2:**
Sealed or enclosed friable asbestos occurrences such as; pipe lagging, boiler insulation or cloth asbestos gasket material. Such occurrences require labelling and should be targeted in the Asbestos Management Plan for early removal. Until removal takes place, the occurrences should be assessed, at least annually or more frequently as required, by a competent person.
- **Priority 3:**
Unsealed or damaged non-friable asbestos occurrences such as unpainted asbestos cement (e.g. flue) and damaged painted asbestos cement products. Such occurrences may require short to medium term remedial action and should be progressively abated as part of the Asbestos Management Plan. Labelling should be carried out where practical. Until removal takes place the occurrences should be assessed, at least annually, by a competent person.
- **Priority 4:**
Undamaged, sealed non friable asbestos occurrences such as; painted asbestos cement products and vinyl floor tiles or sheets. Such occurrences require labelling where practical and should be reassessed on, at least, a three yearly interval as part of the Asbestos Management Plan.

The control options of managing each occurrence of asbestos materials are detailed in Section 4.2.

Asbestos Identification Report

Containing the results of laboratory analysis of material samples that were taken.

Photos

Illustrating selected asbestos materials found on the surveyed site. Photograph numbers are cross-referenced in the Detailed Survey Report Sheets.



3. Asbestos and Associated Risks

3.1 Risk Assessment

Asbestos presents a health *hazard*, in that there is potential for harm, whereas risk examines the probability of the harm becoming actual. Asbestos presents a risk only when it is airborne. The health risk increases as the number of fibres inhaled increases. Increased exposure would therefore pose an increased health risk.

Asbestos which has been incorporated into a stable matrix can be found in many working environments. Provided the matrix remains stable and no airborne fibres are produced, it presents no increased health risk. The mere presence of asbestos, therefore, does not indicate that a health risk exists.

When evaluating asbestos-bearing materials, a number of factors are assessed in respect of the exposure risk to the building occupiers or maintenance personnel. The most important qualities to be considered are the type and quantity of asbestos present in the material. The friability of the material (which is the propensity for fibres to become airborne) is another important factor. Other considerations are the condition of the material including water damage, the amount of asbestos which is exposed, accessibility to material by unprotected personnel, and whether the material will be disturbed during routine maintenance.

This assessment is normally carried out by an experienced Occupational Hygienist or Occupational Hygiene Technician without the need for air monitoring. However, when there is some doubt or when requested to do so, air monitoring may be used to quantify the actual exposure risk. Air monitoring for asbestos dust is the accepted method for quantifying exposure risk. Settled dust analysis can also be used to indicate if asbestos fibre has been released in the past.

Risks applicable to asbestos-containing materials found at Basil's farm are listed in the following paragraph.

3.1.1 Asbestos (Fibro) Cement Products

Asbestos (fibro) cement products do not release significant amounts of fibre into the atmosphere under normal conditions, when the material is in good condition. The asbestos fibres in these matrices are normally well bound into the cement material, and are usually only released as atmospheric fibres when the material is physically disturbed (e.g. by cutting, drilling or grinding).



3.2 Asbestos Exposure Standard

The current Safe Work Australia and Victorian Occupational Health and Safety Regulations Exposure Standard for all airborne forms of asbestos is 0.1 fibre/ml, as an 8-hour time weighted average exposure.

These limits are applicable to people working in asbestos related industry and are set so that most workers exposed to asbestos at or below this concentration, should not suffer discomfort or illness. For people not working in asbestos related industries, the generally accepted exposure limit is 0.01 fibre/ml.



4. Asbestos Management

4.1 Asbestos Management Plans

Under the Occupational Health and Safety Regulations 2017, the owner/occupier of a building is required to survey a workplace for asbestos, identify where it is and control any risk to health the asbestos might present. One approach to managing asbestos in the workplace is to develop and document an Asbestos Management Plan, as suggested in the WorkSafe Compliance Code "Managing asbestos in workplaces". This survey contains some of the information required for such a Plan but is not the Plan itself. Environmental Health Solutions can prepare and implement an Asbestos Management Plan on request from the client.

In addition to the survey, the Plan may include one or more of the following as appropriate:

- A program for periodic review of the asbestos survey,
- An assessment of risk under changed conditions of building use,
- Labelling recommendations where practicable of asbestos materials to be left in place as required by the Victorian Occupational Health and Safety Regulations 2017,
- Procedures for safe work on site by tradespeople during refurbishment or demolition, as required under Division 6 of part 4.4 of the Regulations.

4.2 Control Options

There are five actions that can be considered in relation to asbestos management in an occupied building; *labelling*, *deferred action*, *enclosure*, *encapsulation* and *removal*. The options are presented in the following paragraphs:

4.2.1 Labelling

The presence and location of asbestos-containing materials must be clearly identified. Where practicable, each occurrence should be labelled.

Once the presence of asbestos has been identified, the occupier of a workplace must ensure that the risk of exposure to employees from asbestos is prevented, or where this is not practicable, controlled so as to minimise the risk to health and safety. All staff and contractors required to do work on any of the building materials containing asbestos must be informed of the presence of asbestos.

4.2.2 Deferred Action

Advantages

- There is no direct cost associated.

Disadvantages

- The potential for exposure may increase.



- A management system is required. Precautions are necessary to prevent damage during maintenance or renovation.
- Necessary to have continuous inspection and re-evaluation.

4.2.3 Enclosure

Advantages

- Controls fibre release.
- May be the most rapid and economical method.

Disadvantages

- The asbestos-containing material remains.
- Fibre release may continue behind the enclosure.
- May be costly if enclosure disturbs functions of other systems (e.g. enclosure for maintenance or renovation).
- Management systems required. Precautions necessary for entry into enclosure for maintenance or renovation.
- Continuing inspection and repair of damage to enclosure system required.

4.2.4 Encapsulation (Or Sealing)

Advantages

- Controls fibre release.
- In certain circumstances, it may be a rapid and economical method.

Disadvantages

- The asbestos-containing material remains.
- If the material is damaged or deteriorating, the additional weight of the sealant may cause layers of the material to break away from the underlying surfaces.
- A management system is required. Precautions are necessary to prevent damage during maintenance or renovation.
- Continuing inspection and maintenance for damage or deterioration to sealed surface since future fibre release is possible.
- Sealed material may be difficult to remove if it becomes necessary.

4.2.5 Removal

Advantages

- Eliminates the asbestos source.
- Ends potential fibre exposure and precludes future problems.



Disadvantages

- Can be costly, complicated and time consuming.
- Replacement with substitute material may be necessary to retain fire-resistant rating.
- Higher potential for fibre release during removal.

4.3 Asbestos Removal Regulations

When there is a risk to health and safety of any employee from exposure to asbestos, the employer must ensure that the exposure is controlled. Where the asbestos-containing material is likely to be part of the refurbishment or demolition process, then the asbestos must be satisfactorily removed.

The removal of asbestos-containing materials from commercial sites must be carried out by an approved asbestos removalist in accordance with the *Victorian Occupational Health and Safety Regulations 2017* and supporting Compliance Codes.

Category A Removalists can be used to remove all forms of asbestos materials whereas *Category B Removalists* can only be used for removal of non-friable asbestos materials.

Where appropriate, the supervising Occupational Hygienist or Occupational Hygiene Technician may make visual inspections to ensure the work has been performed satisfactorily, and may carry out air monitoring both during and after all removal programs to ensure that the concentration of airborne asbestos fibres complies with the acceptable exposure levels.



5. Detailed Report Sheets

Building: 1325 Queenscliff Road

Location	Surface	Material	Sample No.	Asbestos Present	Photo	Condition	Friability	Disturbance Potential	Priority	Re-Inspection Date	Further Action/Comment
Kitchen	Walls	Plaster	-	-	-	-	-	-	-	-	-
	Floor	Timber	-	-	-	-	-	-	-	-	-
	Ceiling	Plaster	-	-	-	-	-	-	-	-	-
	Sink splashback	Beige ceramic tiles on concrete	-	-	-	-	-	-	-	-	-
	Sink underside lining	None	-	-	-	-	-	-	-	-	-
Lounge	Walls	Plaster	-	-	-	-	-	-	-	-	-
	Floor	Timber	-	-	-	-	-	-	-	-	-
	Ceiling	Plaster	-	-	-	-	-	-	-	-	-
	Chimney	Plaster	-	-	-	-	-	-	-	-	-
Cupboard	Walls	Plaster	-	-	-	-	-	-	-	-	-
	Floors	Timber	-	-	-	-	-	-	-	-	-
	Ceiling	Plaster	-	-	-	-	-	-	-	-	-
Corridor	Walls	Plaster	-	-	-	-	-	-	-	-	-
	Floor	Timber	-	-	-	-	-	-	-	-	-


Building: 1325 Queenscliff Road

Location	Surface	Material	Sample No.	Asbestos Present	Photo	Condition	Friability	Disturbance Potential	Priority	Re-Inspection Date	Further Action/Comment
	Ceiling	Plaster	-	-	-	-	-	-	-	-	-
	Skylight chute	Plaster	-	-	-	-	-	-	-	-	-
Laundry	Walls	Plaster	-	-	-	-	-	-	-	-	-
	Floor	Grey ceramic tiles on unknown	-	-	-	-	-	-	-	-	-
	Ceiling	Plaster	-	-	-	-	-	-	-	-	-
	Sink splashback	Beige ceramic tiles on plaster	-	-	-	-	-	-	-	-	-
Bathroom	Walls	Plaster	-	-	-	-	-	-	-	-	-
	Floor	Grey ceramic tiles on unknown	-	Unknown	-	-	-	-	-	-	-
	Ceiling	Plaster	-	-	-	-	-	-	-	-	-
	Wall section	Cream ceramic tiles on painted fibro cement	I213554	No	-	-	-	-	-	-	-
	Shower surround	Unpainted fibro-cement	Ref I213554	-	-	-	-	-	-	-	-
	Bath surround	Grey ceramic tiles on unknown	-	-	-	-	-	-	-	-	-
Master bedroom	Walls	Plaster	-	-	-	-	-	-	-	-	-
	Floor	Carpet on timber	-	-	-	-	-	-	-	-	-
	Ceiling	Plaster	-	-	-	-	-	-	-	-	-



Building: 1325 Queenscliff Road

Location	Surface	Material	Sample No.	Asbestos Present	Photo	Condition	Friability	Disturbance Potential	Priority	Re-Inspection Date	Further Action/Comment
	Floor section	Grey ceramic tiles on unknown	-	-	-	-	-	-	-	-	-
Linen press	Walls	Plaster	-	-	-	-	-	-	-	-	-
	Floor	Timber	-	-	-	-	-	-	-	-	-
	Ceiling	Plaster	-	-	-	-	-	-	-	-	-
Spare bedroom	Walls	Plaster	-	-	-	-	-	-	-	-	-
	Floor	Carpet on concrete	-	-	-	-	-	-	-	-	-
	Ceiling	Plaster	-	-	-	-	-	-	-	-	-
Wardrobe	Walls	Concrete	-	-	-	-	-	-	-	-	-
	Floors	Concrete	-	-	-	-	-	-	-	-	-
	Ceiling	Plaster	-	-	-	-	-	-	-	-	-
General throughout	Wall cavities	Unknown	-	Unknown	-	-	-	-	-	-	No access without damage
Store	Walls	Foam on timber	-	-	-	-	-	-	-	-	-
	Floor	Concrete	-	-	-	-	-	-	-	-	-
	Ceiling	Foam on timber	-	-	-	-	-	-	-	-	-
Ceiling space	-	SMF insulation	-	-	-	-	-	-	-	-	-
Workshop	Walls	Timber & metal	-	-	-	-	-	-	-	-	-


Building: 1325 Queenscliff Road

Location	Surface	Material	Sample No.	Asbestos Present	Photo	Condition	Friability	Disturbance Potential	Priority	Re-Inspection Date	Further Action/Comment
	Floor	Concrete	-	-	-	-	-	-	-	-	-
	Ceiling	Metal	-	-	-	-	-	-	-	-	-
	Switchboard	Plastic & Metal	-	-	-	-	-	-	-	-	-
External	Walls	Metal	-	-	-	-	-	-	-	-	-
	Sub-floor	None	-	None	-	-	-	-	-	-	Slab on concrete
	Roof & flashing	Metal	-	-	-	-	-	-	-	-	-
	Eaves	None	-	None	-	-	-	-	-	-	-
	Window sealant	Timber	-	-	-	-	-	-	-	-	-
	Veranda floor	Timber & concrete	-	-	-	-	-	-	-	-	-
	Veranda ceiling	Metal	-	-	-	-	-	-	-	-	-
	Meter box	Metal, plastic & timber	-	-	-	-	-	-	-	-	-
Shed (west)											
Internal	Walls	Metal	-	-	-	-	-	-	-	-	-
	Floor	Concrete	-	-	-	-	-	-	-	-	-
	Ceiling	Metal	-	-	-	-	-	-	-	-	-
	Electrical switchboard backing	Metal & plastic	-	-	-	-	-	-	-	-	-


Building: 1325 Queenscliff Road

Location	Surface	Material	Sample No.	Asbestos Present	Photo	Condition	Friability	Disturbance Potential	Priority	Re-Inspection Date	Further Action/Comment
External	Walls	Metal	-	-	-	-	-	-	-	-	-
	Roofs and flashing	Metal	-	-	-	-	-	-	-	-	-
Chicken shed	Walls	Metal	-	-	-	-	-	-	-	-	-
	Floor	Concrete	-	-	-	-	-	-	-	-	-
	Ceiling	Metal & timber	-	-	-	-	-	-	-	-	-
External	Walls	Metal	-	-	-	-	-	-	-	-	-
	Roofs and flashing	Metal	-	-	-	-	-	-	-	-	-
	Window sealant	Rubber	-	-	-	-	-	-	-	-	-
	Debris on ground	Unpainted fibro-cement	I213555	YES	-	Poor	Non-friable	Low	4	-	Debris removed
Machinery shed											
	Walls	Metal	-	-	-	-	-	-	-	-	-
	Floor	Plaster	-	-	-	-	-	-	-	-	-
	Ceiling	Metal	-	-	-	-	-	-	-	-	-
	Switchboard backing	Metal and plastic	-	-	-	-	-	-	-	-	-
	Loose sheet	Unpainted fibro-cement	I213556	No	-	-	-	-	-	-	-
Shed externals	Walls	Metal	-	-	-	-	-	-	-	-	-



Building: 1325 Queenscliff Road

Location	Surface	Material	Sample No.	Asbestos Present	Photo	Condition	Friability	Disturbance Potential	Priority	Re-Inspection Date	Further Action/Comment
	Roofs and flashing	Metal	-	-	-	-	-	-	-	-	-

Building: 43 Nye Road

Location	Surface	Material	Sample No.	Asbestos Present	Photo	Condition	Friability	Disturbance Potential	Priority	Re-Inspection Date	Further Action/Comment
Dining room	Walls	Plaster	-	-	-	-	-	-	-	-	-
	Floor	Timber	-	-	-	-	-	-	-	-	-
	Ceiling	Timber	-	-	-	-	-	-	-	-	-
	Floor section	Orange vinyl sheet with grey adhesive on hardboard on timber	I213557	No	-	-	-	-	-	-	-
	Sink underside lining	None	-	-	-	-	-	-	-	-	-
	Sink splashback	Metal	-	-	-	-	-	-	-	-	-
Corridor	Walls	Plaster	-	-	-	-	-	-	-	-	-



Building: 43 Nye Road

Location	Surface	Material	Sample No.	Asbestos Present	Photo	Condition	Friability	Disturbance Potential	Priority	Re-Inspection Date	Further Action/Comment
	Floor	Green ceramic tiles on unknown	-	-	-	-	-	-	-	-	-
	Ceiling	Timber	-	-	-	-	-	-	-	-	-
Toilets	Walls	Cream painted fibro-cement on unknown	I213558	No	-	-	-	-	-	-	-
	Floor	Cream painted fibro-cement on unknown	Ref I213558	-	-	-	-	-	-	-	-
	Ceiling	Plaster	-	-	-	-	-	-	-	-	-
	Wall section	Green painted ceramic tiles on unknown	Ref I213558	-	-	-	-	-	-	-	-
	Service wall	Cream painted fibro-cement on unknown	Ref I213558	-	-	-	-	-	-	-	-
Office	Walls	Plaster	-	-	-	-	-	-	-	-	-
	Floor	Timber	-	-	-	-	-	-	-	-	-
	Ceiling	Timber	-	-	-	-	-	-	-	-	-
Cupboard	Walls	Plaster	-	-	-	-	-	-	-	-	-
	Floor	Timber	-	-	-	-	-	-	-	-	-
	Ceiling	Plaster	-	-	-	-	-	-	-	-	-
Pantry	Walls	Plaster	-	-	-	-	-	-	-	-	-
	Floor section	Timber	-	-	-	-	-	-	-	-	-



Building: 43 Nye Road

Location	Surface	Material	Sample No.	Asbestos Present	Photo	Condition	Friability	Disturbance Potential	Priority	Re-Inspection Date	Further Action/Comment
	Ceiling	Timber	-	-	-	-	-	-	-	-	-
Cupboard	Walls	Plaster	-	-	-	-	-	-	-	-	-
	Floor	Timber	-	-	-	-	-	-	-	-	-
	Ceiling	Timber	-	-	-	-	-	-	-	-	-
Kitchen	Walls	Plaster	-	-	-	-	-	-	-	-	-
	Floor	Orange vinyl sheet with grey adhesive on hardboard on timber	Ref I213557	-	-	-	-	-	-	-	-
	Ceiling	Timber	-	-	-	-	-	-	-	-	-
	Wall section	Timber	-	-	-	-	-	-	-	-	-
	Wall section	Ceramic tiles on brick	-	-	-	-	-	-	-	-	-
Washroom	Walls	Green vinyl sheet on plaster	I213559	No	-	-	-	-	-	-	-
	Floor	Green vinyl sheet with grey adhesive on timber	I213560	No	-	-	-	-	-	-	-
	Ceiling	Timber	-	-	-	-	-	-	-	-	-
	Wall section	Plaster	-	-	-	-	-	-	-	-	-
Rear entry	Walls	Plaster	-	-	-	-	-	-	-	-	-
	Floor	Vinyl sheeting	Ref I213557	-	-	-	-	-	-	-	-



Building: 43 Nye Road

Location	Surface	Material	Sample No.	Asbestos Present	Photo	Condition	Friability	Disturbance Potential	Priority	Re-Inspection Date	Further Action/Comment
	Ceiling	Timber	-	-	-	-	-	-	-	-	-
	Wall section	White painted fibro-cement	I213561	No	-	-	-	-	-	-	-
	Switchboard backing	Metal and plastic	-	-	-	-	-	-	-	-	-
Covered walkway	Walls	None	-	-	-	-	-	-	-	-	-
	Floor	Timber	-	-	-	-	-	-	-	-	-
	Ceiling	Timber	-	-	-	-	-	-	-	-	-
Outside dining	Floor	Timber	-	-	-	-	-	-	-	-	-
	Ceiling	Timber	-	-	-	-	-	-	-	-	-
General throughout	Ceiling space	SMF insulation	-	-	-	-	-	-	-	-	-
External	Walls	Timber	-	-	-	-	-	-	-	-	-
	Ceiling	Metal	-	-	-	-	-	-	-	-	-
	Sub-floor	Unknown	-	-	-	-	-	-	-	-	Limited access
	Roof and flashing	Metal	-	-	-	-	-	-	-	-	-
	Window sealants	Putty	-	-	-	-	-	-	-	-	-
Front porch	Floor	Timber	-	-	-	-	-	-	-	-	-
	Ceiling	Metal	-	-	-	-	-	-	-	-	-


Building: 43 Nye Road

Location	Surface	Material	Sample No.	Asbestos Present	Photo	Condition	Friability	Disturbance Potential	Priority	Re-Inspection Date	Further Action/Comment
	Chimney	Brick	-	-	-	-	-	-	-	-	-
Rear porch	Floor	Timber	-	-	-	-	-	-	-	-	-
	Ceiling	Metal	-	-	-	-	-	-	-	-	-
Cellar door	Walls	Plaster and metal	-	-	-	-	-	-	-	-	-
	Floor	Concrete	-	-	-	-	-	-	-	-	-
	Ceiling	Plaster	-	-	-	-	-	-	-	-	-
	Door lining	Unpainted fibro-cement	I213562	No	-	-	-	-	-	-	Damaged
Cellar Door											
Cellar door cool room	Walls	Plaster	-	-	-	-	-	-	-	-	-
	Floor	Timber	-	-	-	-	-	-	-	-	-
	Ceiling	Timber look vinyl cement on timber	-	-	-	-	-	-	-	-	Modern style
Toilet	Walls	White painted fibro-cement	I213563	No	-	-	-	-	-	-	-
	Floor	Grey vinyl sheet	-	-	-	-	-	-	-	-	Modern style
	Ceiling	Plaster	-	-	-	-	-	-	-	-	-
	Skylight chute	Plaster	-	-	-	-	-	-	-	-	-



Building: 43 Nye Road

Location	Surface	Material	Sample No.	Asbestos Present	Photo	Condition	Friability	Disturbance Potential	Priority	Re-Inspection Date	Further Action/Comment
External	Walls	Metal	-	-	-	-	-	-	-	-	-
	Sub-Floor	None	-	-	-	-	-	-	-	-	Slab on concrete
	Roof and flashing	Metal	-	-	-	-	-	-	-	-	-
	Eaves	Metal	-	-	-	-	-	-	-	-	-
	Window sealant	Timber	-	-	-	-	-	-	-	-	-
	Porch floor	Timber	-	-	-	-	-	-	-	-	-
	Porch ceiling	Metal	-	-	-	-	-	-	-	-	-
Cottage											
Cottage kitchen	Walls	Hardboard	-	-	-	-	-	-	-	-	-
	Floor	Timber	-	-	-	-	-	-	-	-	-
	Ceiling	Timber	-	-	-	-	-	-	-	-	-
	Sink splashback	Marble tiles on hardboard	-	-	-	-	-	-	-	-	-
	Sink underside lining	None	-	-	-	-	-	-	-	-	-
Toilet	Walls	Green painted fibro-cement	I213564	No	-	-	-	-	-	-	-
	Floor	Timber	-	-	-	-	-	-	-	-	-



Building: 43 Nye Road

Location	Surface	Material	Sample No.	Asbestos Present	Photo	Condition	Friability	Disturbance Potential	Priority	Re-Inspection Date	Further Action/Comment
	Ceiling	Timber	-	-	-	-	-	-	-	-	-
	Shower surround	Ceramic tiles on grey fibro-cement	Ref I213564	-	-	-	-	-	-	-	-
External	Walls	Timber	-	-	-	-	-	-	-	-	-
	Floor	Timber	-	-	-	-	-	-	-	-	-
	Roof and flashing	Metal	-	-	-	-	-	-	-	-	-
	Sub-floor	No ACM visible	-	-	-	-	-	-	-	-	Observed from the perimeter of building
	Window sealant	Putty	-	-	-	-	-	-	-	-	-
	Gable end infill	Metal	-	-	-	-	-	-	-	-	-
	Porch floor	Timber	-	-	-	-	-	-	-	-	-
	Porch ceiling	Metal	-	-	-	-	-	-	-	-	-
	Eaves	Timber	-	-	-	-	-	-	-	-	-
Water handling shed											
Internal	Walls	Metal	-	-	-	-	-	-	-	-	-
	Floor	Concrete	-	-	-	-	-	-	-	-	-
	Ceiling	Metal	-	-	-	-	-	-	-	-	-



Building: 43 Nye Road

Location	Surface	Material	Sample No.	Asbestos Present	Photo	Condition	Friability	Disturbance Potential	Priority	Re-Inspection Date	Further Action/Comment
	Electrical switchboard backing	Metal and plastic	-	-	-	-	-	-	-	-	-
External	Walls	Metal	-	-	-	-	-	-	-	-	-
	Roofs and flashing	Metal	-	-	-	-	-	-	-	-	-
Wood shelter											
Internal	Walls	Metal	-	-	-	-	-	-	-	-	-
	Floor	Dirt	-	-	-	-	-	-	-	-	-
	Ceiling	Metal	-	-	-	-	-	-	-	-	-
External	Walls	Metal	-	-	-	-	-	-	-	-	-
	Roofs and flashing	Metal	-	-	-	-	-	-	-	-	-



Building: 1325 Queenscliff Road

Location	Surface	Material	Sample No.	Asbestos Present	Photo	Condition	Friability	Disturbance Potential	Priority	Re-Inspection Date	Further Action/Comment
Living room	Walls	Plaster	-	-	-	-	-	-	-	-	-
	Floor	Cream ceramic tiles on concrete	-	-	-	-	-	-	-	-	-
	Ceiling	Plaster	-	-	-	-	-	-	-	-	-
Kitchen	Walls	Plaster	-	-	-	-	-	-	-	-	-
	Floor	Cream ceramic tiles on concrete	-	-	-	-	-	-	-	-	-
	Ceiling	Plaster	-	-	-	-	-	-	-	-	-
	Sink splashback	Cream ceramic tiles on unpainted fibro-cement	I213565	No	-	-	-	-	-	-	-
	Sink underside lining	Timber product	-	-	-	-	-	-	-	-	-
Lounge room	Walls	Plaster	-	-	-	-	-	-	-	-	-
	Floor	Carpet on concrete	-	-	-	-	-	-	-	-	-
	Ceiling	Plaster	-	-	-	-	-	-	-	-	-
Bedroom (south-west)	Walls	Plaster	-	-	-	-	-	-	-	-	-
	Floor	Carpet on concrete	-	-	-	-	-	-	-	-	-
	Ceiling	Plaster	-	-	-	-	-	-	-	-	-
Cupboard in lounge	Walls	Plaster	-	-	-	-	-	-	-	-	



Building: 1325 Queenscliff Road

Location	Surface	Material	Sample No.	Asbestos Present	Photo	Condition	Friability	Disturbance Potential	Priority	Re-Inspection Date	Further Action/Comment
	Floor	Timber	-	-	-	-	-	-	-	-	-
	Ceiling	Plaster	-	-	-	-	-	-	-	-	-
Bedroom (south-west central)	Walls	Plaster	-	-	-	-	-	-	-	-	-
	Floor	Carpet on concrete	-	-	-	-	-	-	-	-	-
	Ceiling	Plaster	-	-	-	-	-	-	-	-	-
Corridor	Walls	Plaster	-	-	-	-	-	-	-	-	-
	Floor	Carpet on concrete	-	-	-	-	-	-	-	-	-
	Ceiling	Plaster	-	-	-	-	-	-	-	-	-
Bedroom (north-west central)	Walls	Plaster	-	-	-	-	-	-	-	-	-
	Floor	Carpet on concrete	-	-	-	-	-	-	-	-	-
	Ceiling	Plaster	-	-	-	-	-	-	-	-	-
Bedroom (north-west)	Walls	Plaster	-	-	-	-	-	-	-	-	-
	Floor	Carpet on concrete	-	-	-	-	-	-	-	-	-
	Ceiling	Plaster	-	-	-	-	-	-	-	-	-
Dining room	Walls	Timber	-	-	-	-	-	-	-	-	-



Building: 1325 Queenscliff Road

Location	Surface	Material	Sample No.	Asbestos Present	Photo	Condition	Friability	Disturbance Potential	Priority	Re-Inspection Date	Further Action/Comment
	Floor	Carpet on concrete	-	-	-	-	-	-	-	-	-
	Ceiling	Plaster	-	-	-	-	-	-	-	-	-
	Fireplace wall	Texture coated fibro-cement	I213566	No	-	-	-	-	-	-	-
Toilet	Walls	Plaster	-	-	-	-	-	-	-	-	-
	Floor	Green ceramic tile on unknown	-	unknown	-	-	-	-	-	-	-
	Ceiling	Plaster	-	-	-	-	-	-	-	-	-
Laundry	Walls	Plaster	-	-	-	-	-	-	-	-	-
	Floor	Cream ceramic tiles on concrete	-	-	-	-	-	-	-	-	-
	Ceiling	Plaster	-	-	-	-	-	-	-	-	-
	Sink splashback	White ceramic tiles on plaster	-	-	-	-	-	-	-	-	-
Linen press	Walls	Plaster	-	-	-	-	-	-	-	-	-
	Floor	Cream ceramic tiles on concrete	-	-	-	-	-	-	-	-	-
	Ceiling	Plaster	-	-	-	-	-	-	-	-	-
Bathroom	Walls	Plaster	-	-	-	-	-	-	-	-	-
	Floor	White ceramic tiles on concrete	-	-	-	-	-	-	-	-	-


Building: 1325 Queenscliff Road

Location	Surface	Material	Sample No.	Asbestos Present	Photo	Condition	Friability	Disturbance Potential	Priority	Re-Inspection Date	Further Action/Comment
	Ceiling	Plaster	-	-	-	-	-	-	-	-	-
	Wall section	White ceramic tiles on plaster	-	-	-	-	-	-	-	-	-
	Shower surround	White ceramic tiles on unknown	-	Unknown	-	-	-	-	-	-	-
	Bath surround	White ceramic tiles on unknown	-	Unknown	-	-	-	-	-	-	-
General throughout	Wall cavities	Unknown	-	Unknown	-	-	-	-	-	-	No access without damage
	Ceiling space	Ceiling insulation, grey fibrous material	I213567	No	-	-	-	-	-	-	-
External	Walls	Brick	-	-	-	-	-	-	-	-	-
	Sub-floor	None	-	-	-	-	-	-	-	-	No access
	Roof and flashing	Tiles, metal and concrete	-	-	-	-	-	-	-	-	-
	Eaves (north)	White painted fibro-cement	I213568	YES	1	Good	Non-friable	Low	4	January 2023	-
	Eaves (south)	White painted fibro-cement	I213570	YES	-	Good	Non-friable	Low	4	January 2023	-
	Eaves (east)	White painted fibro-cement	Ref I213568	YES	-	Good	Non-friable	Low	4	January 2023	-
	Eaves section (east)	White painted fibro-cement	I213569	No	-	-	-	-	-	-	A combination of asbestos and non-asbestos eaves are present
	Eaves (west)	White painted fibro-cement	I213571	YES	-	Good	Non-friable	Low	4	January 2023	-
	Electrical switchboard backing	Metal, plastic and timber	-	-	-	-	-	-	-	-	-



Building: 1325 Queenscliff Road

Location	Surface	Material	Sample No.	Asbestos Present	Photo	Condition	Friability	Disturbance Potential	Priority	Re-Inspection Date	Further Action/Comment
	Testra pit	Asbestos containing material	-	-	-	-	-	-	-	-	known to contain asbestos, southwest corner
	Window sealant	rubber	-	-	-	-	-	-	-	-	-
	Carport ceiling	White painted fibro-cement	Ref I213570	-	-	-	-	-	-	-	-
	Carport floor	Concrete	-	-	-	-	-	-	-	-	-
	Carport wall	Brick and timber	-	-	-	-	-	-	-	-	-



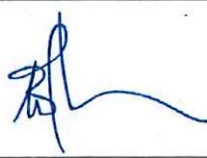
Appendix A – Asbestos Identification Report



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Geelong West, Victoria, 3218

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Asbestos Identification Report

Client Name:	Basils Farm	Steve Thomson Approved Identifier	
Client Address:	43 Nye Road Swan Bay VIC		
Site Name:	Basils Farm		
Site Address:	1325 Queenscliff Road Swan Bay VIC		
Contract No:	030814		Report No.: 16558
Report Date:	Friday, 24 January 2020		Steve Thomson Approved Signatory
Sample Received:	Wednesday, 22 January 2020		
Sampled by:	EHS		

Client Ref.	Sample Number	Sample Location	Description and mass of sample (g)	Results of examination (asbestos type detected)
-	I213554	Bathroom wall section	Cream fibro-cement (<1 g)	Asbestos NOT Detected Organic Fibres Detected
-	I213555	Outside chicken coop	Unpainted fibro-cement debris (35 g)	Chrysotile Asbestos Detected Amosite Asbestos Detected Crocidolite Asbestos Detected
-	I213556	Machinery shed	Loose sheet of unpainted fibro-cement (1 g)	Asbestos NOT Detected Organic Fibres Detected

ANALYSIS INFORMATION

Examination using polarised light microscopy including dispersion staining by EHS Method No. 1. (based on AS4964-2004)
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NATA Accredited Laboratory No: 16765

Accredited for compliance with ISO / IEC 17025-Testing

NOTE: EHS only retain samples for three (3) months after analysis

Asbestos Identification Report

Client Name:	Basils Farm	Steve Thomson Approved Identifier
Client Address:	43 Nye Road Swan Bay VIC	
Site Name:	Basils Farm	
Site Address:	43 Nye Road Swan Bay Swan Bay VIC	
Contract No:	030814	Report No: 16555
Report Date:	Friday, 24 January 2020	Steve Thomson Approved Signatory
Sample Received:	Wednesday, 22 January 2020	
Sampled by:	EHS	

Client Ref.	Sample Number	Sample Location	Description and mass of sample (g)	Results of examination (asbestos type detected)
-	I213557	Dining room floor section	Orange vinyl sheet with grey adhesive (1 g)	Asbestos NOT Detected Synthetic Mineral Fibres Detected
-	I213558	Toilet walls	Cream painted fibro-cement (1 g)	Asbestos NOT Detected Organic Fibres Detected
-	I213559	Washroom wall	Grey vinyl sheet with clear adhesive (1 g)	Asbestos NOT Detected
-	I213560	Washroom floor	Grey vinyl sheet with grey adhesive (1 g)	Asbestos NOT Detected Synthetic Mineral Fibres Detected
-	I213561	Rear entry wall section	White painted fibro-cement (1 g)	Asbestos NOT Detected Organic Fibres Detected
-	I213562	Cellar door cool-room door lining	Unpainted fibro-cement (1 g)	Asbestos NOT Detected Organic Fibres Detected
-	I213563	Cellar door toilet walls	White painted fibro-cement (1 g)	Asbestos NOT Detected Organic Fibres Detected
-	I213564	Cottage toilet walls	Cream painted fibro-cement (1 g)	Asbestos NOT Detected Organic Fibres Detected

ANALYSIS INFORMATION

Examination using polarised light microscopy including dispersion staining by EHS Method No. 1. (based on AS4964-2004)
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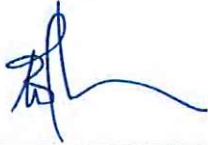
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Asbestos Identification Report

Client Name:	Basils Farm	Steve Thomson
Client Address:	43 Nye Road Swan Bay VIC	Approved Identifier
Site Name:	Basils Farm	
Site Address:	1325 Queenscliff Road Swan Bay VIC	
Contract No:	030814	Report No: 16557
Report Date:	Friday, 24 January 2020	Steve Thomson
Sample Received:	Wednesday, 22 January 2020	Approved Signatory
Sampled by:	EHS	

Client Ref.	Sample Number	Sample Location	Description and mass of sample (g)	Results of examination (asbestos type detected)
-	I213565	Kitchen sink splashback below tiles	Unpainted fibro-cement (1 g)	Asbestos NOT Detected Organic Fibres Detected
-	I213566	Dining room fireplace	Texture coated fibro-cement (1 g)	Asbestos NOT Detected Organic Fibres Detected
-	I213567	Ceiling space insulation	Loose grey fibrous material (2 g)	Asbestos NOT Detected Organic Fibres Detected
-	I213568	Eaves - north	White painted fibro-cement (1 g)	Chrysotile Asbestos Detected Organic Fibres Detected
-	I213569	Eaves - east	White painted fibro-cement (1 g)	Asbestos NOT Detected Organic Fibres Detected
	I213570	Eaves - south	White painted fibro-cement (1 g)	Chrysotile Asbestos Detected Organic Fibres Detected
-	I213571	Eaves - west	White painted fibro-cement (1 g)	Chrysotile Asbestos Detected Organic Fibres Detected

ANALYSIS INFORMATION

Examination using polarised light microscopy including dispersion staining by EHS Method No. 1. (based on AS4964-2004)
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NOTE: EHS only retain samples for three (3) months after analysis



NATA Accredited Laboratory No: 16765

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Appendix B – Photographs



Photo 1-External, Eaves – asbestos-containing white painted fibro-cement



Environmental Health Solutions
atf Hazard Protection Unit Trust
ABN 68 089 594 916

Soil Inspection Clearance Certificate

Client: McMeckan Testamentary Trust
Site: 1311-1319 Queenscliff Road, Swan Bay
Inspection Date: 17/07/2019
Contract No: 29565
Asbestos Removalist: Kennedy Australia

As a competent person in relation to asbestos matters, I inspected the soil at 1311-1319 Queenscliff Rd, Swan Bay in 2 sections south of the main access road for the visible presence of asbestos containing material (ACM) following the removal of visible ACM.

I confirm visible asbestos-containing material has been removed so far as is reasonably practicable from the soil at the above-named address and specific soil location. The soil surface was inspected as presented; sub-surface conditions remain unknown. Future ground disturbance may present more asbestos-containing debris.

Airborne asbestos fibre levels during removal and clean-up did not exceed 0.01 fibres/ml. Yes No N/A

Limitations:
Inspected as far as reasonably practicable within the constraints of foliage.

This Clearance Certificate relates only to the asbestos removal work described above.

On the basis of the assessment, the asbestos removal work has been successfully completed.

Should you have any queries regarding this matter please do not hesitate to contact the undersigned.

Signed (Consultant):

A handwritten signature in blue ink, appearing to read "Robert Friend".

Consultant's Name: Robert Friend
Consultant's Title: Occupational Hygienist



Environmental Health Solutions
aff Hazard Protection Unit Trust
ABN 68 089 594 916

Soil Inspection Clearance Certificate

Client: Kennedy Plumbing Services
Site: 45-53 Nye Road Swan Bay
Inspection Date: 17/03/16 at 3.25pm
Contract No: 19562
Asbestos Removalist: Kennedy Plumbing Services

This Clearance Certificate confirms that Environmental Health Solutions conducted a visual inspection at the completion of the following asbestos removal work:

Top soil containing ACM material were removed from site. The site in question covers approximately two acre's. Top soil was scraped by hand rake in areas to ensure ACM debris was removed. Further debris was removed by manual picking.

The visual inspection confirmed no visible asbestos residue remaining in accessible areas as a result of the asbestos removal work described above.

It is recognized ACM may be buried below the surface, this material may become visible at a later stage, any person who has the management and control of the site must remove the ACM. If the ACM becomes visible and is not removed, the prohibitions relating to asbestos containing material will apply to that soil

Inspection Limitations:

Inspected as far as practicable within constraints of that area of where removal works occurred.

Airborne asbestos fibre levels during removal and clean-up did not exceed 0.01 fibres/ml.

Yes No N/A

This Clearance Certificate relates only to the asbestos removal work described above. On the basis of the assessment, the asbestos removal work has been successfully completed. Should you have any queries regarding this matter please do not hesitate to contact the undersigned

Signed (Consultant):

A handwritten signature in blue ink that reads "John Rosani".

Consultant's Name: John Rosani
Consultant's Title: Laboratory Manager/Occupational Hygienist

Geelong
10/240 Pakington Street, Geelong West, VIC 3218

T 1300 856 510
E info@ehsolutions.com.au
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Archived: Tuesday, 23 November 2021 10:04:11 AM

From: contaminated.land

Sent: Wed, 17 Nov 2021 20:43:45

To: tina.mcmeckan@gmail.com

Subject: Enquiry to EPA in relation to notifiable contamination of land (ENQ023617)

Sensitivity: Normal

Attachments:

[2008 1 Notifiable contamination guideline - Duty to notify of contaminated land.pdf](#); [1977 Guide to meeting the duty to manage for those in management or control of land.pdf](#);

Good afternoon Tina,

Thank you for your time during our phone call this afternoon and your initial telephone enquiry to EPA (our reference ENQ023617).

As we discussed, EPA has published two key guidelines which relate to the duty to notify (Publication 2008.1) and the duty to manage (1977) contaminated land. Please find copies attached for your information.

In relation to asbestos contamination in or on land, section 4.4 of Publication 2008.1 (attached) provides that where all of the following are applicable, notifiable contamination of land has occurred:

- The asbestos is friable; **and**
- The concentration of respirable fibres in air was in excess of 0.01 fibres per mL; **and**
- A person is exposed, or is likely to be exposed, to the contamination.

I understand that you have a consultant report which describes the asbestos on your premises as non-friable. Non-friable asbestos does not meet the definition of notifiable contamination of land. However, as a person in control or management of land, please note that you have a duty to manage any contamination on your land in accordance with section 39 of the Environment Protection Act 2017. EPA Publication 1977 (also attached) provides further information in relation to the duty to manage contaminated land.

I trust that this information is of assistance to you. If you seek further information or require clarification of any details, feel free to give me a call or contact me via email at contaminated.land@epa.vic.gov.au.

Kind regards,

Jason Whitby

Notifications Officer

Science Partnerships

Centre for Applied Sciences, Macleod

☎ 03 8613 5423

www.epa.vic.gov.au

Victoria has new laws
to prevent harm from
pollution and waste.

LEARN MORE

EPA acknowledges Aboriginal people as the first peoples and Traditional custodians of the land and water on which we live, work and depend. We pay respect to Aboriginal Elders past and present and recognise the continuing connection to, and aspirations for Country.





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