



# CONTRACT OF SALE

85 Eurack Road  
BEEAC VIC 3251

Surfside  
CONVEYANCING PTY LTD

RESIDENTIAL • COMMERCIAL • TRANSFERS • SUBDIVISIONS

## 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 ...../...../.....

**Print names(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 ...../...../.....

**Print names(s)**

**BRETT ALEXANDER WEAVER AND SUZANNE MADELEINE BEZENCON**

**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.

## 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

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# Particulars of Sale

## Vendor's estate agent

Name:	Elders				
Address:	Unit 3, 6 Rutland Street, Newtown VIC 3220				
Email:	peter.lindeman@elders.com.au				
Tel:	03 5225 5000	Mob:	0418 525 609	Fax:	Ref: Peter Lindeman

## Vendor

Name:	Brett Alexander Weaver and Suzanne Madeleine Bezencon				
Address:	85 Eurack Road, Beeac VIC 3251				
ABN/ACN:					

## Vendor's legal practitioner or conveyancer

Name:	SURFSIDE CONVEYANCING PTY LTD				
Address:	Level 1, Suite 2, 73 The Terrace, Ocean Grove VIC 3226 PO Box 359, Ocean Grove VIC 3226				
Email:	info@surfsideconvey.com.au				
Tel:	03 5255 5556	Mob:		Fax:	Ref: LF:CM:22/11466

## Purchaser

Name:					
Address:					
ABN/ACN:					

## Purchaser's legal practitioner or conveyancer

Name:					
Address:					
Email:					
Tel:		Mob:		Fax:	Ref:

## Property address

The address of the land is:	85 Eurack Road, Beeac VIC 3251
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## Goods sold with the land (general condition 6.3(f)) (list or attach schedule)

All fixed floor coverings, light fittings and window furnishings of a permanent nature and ticked items below:				
<input checked="" type="checkbox"/> Dishwasher	<input checked="" type="checkbox"/> Solar Panels	<input checked="" type="checkbox"/> Pool / Spa Equipment		

**Land** (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	10742	Folio	339	1	TP 829641A

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.

**Payment**

Price	\$							
Deposit	\$		by	/	/	(of which \$		has been paid)
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

### **GST withholding notice** (general condition 25)

- ☒ The Purchaser is not required to make a GST withholding payment under section 14-250 of Schedule 1 to the *Taxation administration Act 1953* (Cth) in relation to this supply of land. This serves as a notification to the Purchaser the GST withholding does not apply.
- ☐ GST withholding does apply in relation to this supply of land in which the vendor will provide further details prior to settlement.

### **Settlement** (general conditions 17 & 26.2)

is due on        /        /

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: \_\_\_\_\_

Loan amount: no more than \_\_\_\_\_

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



# Special Conditions

**A SPECIAL CONDITION OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING.**

**Instructions:** *It is recommended that when adding further 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 this page; and*
  - *attach additional pages if there is not enough space.*
- 

## ☒ **Special condition 1 – Guarantee and Indemnity**

- 1.1 In the event that the Purchaser is a corporate entity, then the Purchaser and or any Nominated Purchasers undertakes and agrees that it shall procure the guarantee of two of its Directors or in the case of a Sole Director Company, the Sole Director, in the form annexed hereto to the performance of the obligations incurred by the Purchaser pursuant to this Contract of Sale.
- 1.2 The Purchaser must also provide a current ASIC Company Search to the Vendors within 3 business days of signing the Contract of Sale.

## ☒ **Special condition 2 – Loss or Damage before Settlement**

- 2.1 Upon execution of the Contract of Sale it is acknowledged that General Condition 31.4, 31.5 & 31.6 do not apply to this Contract.

## ☒ **Special Condition 3 – Nomination of an additional or Substitute Purchaser**

- 3.1 The Purchaser may nominate an additional or substitute purchaser if:
- (a) the Purchaser is not in default under this contract; and
  - (b) at least 10 Business Days before the Settlement Due Date the Purchaser makes the nomination and delivers to the Vendor:
    - (i) a nomination form complying with all Laws on terms and in a form reasonably required by the Vendor, duly signed by the Purchaser and the nominee;
    - (ii) a Guarantee and Indemnity in accordance with special condition 1 (if applicable); and
    - (iii) Payment of the Vendor's Conveyancer fee of \$220.00 (inclusive of GST) relating to the nomination by way of adjustment at settlement.
- 3.2 The Purchaser remains liable under this contract even if the Purchaser nominates an additional or substitute purchaser.
- 3.3 The Purchaser indemnifies the Vendor against any claim, cost or loss which the Vendor suffers, incurs or is liable for in respect of stamp duty payable in relation to this contract.
- 3.4 The Purchaser must procure that the additional or substitute purchaser unconditionally and irrevocably guarantees to the Vendor:
- (a) the payment of the Balance by the Purchaser to the Vendor;
  - (b) every other amount payable by the Purchaser under this contract; and
  - (c) the performance of the Purchaser's obligations under this Contract.

- 3.5 If the additional or substitute purchaser is a corporation (within the meaning of the Corporations Act) that is not admitted to the official list of ASX Limited, the additional or substitute purchaser must on the date of nomination:
- (a) obtain execution of a guarantee and indemnity in the form of the Guarantee and Indemnity by all of the corporation's directors; and
  - (b) deliver each guarantee and indemnity, properly executed, and stamped (if necessary) to the Vendor;
  - (c) provide a current ASIC Company Search to the Vendors.

☒ **Special condition 4 – Property**

- 4.1 The Purchaser/s acknowledges that their decision to purchase the property has been as a result of their own inspections and enquiries of the property and all structures, buildings and other assets of the property. It is agreed between the parties that the Purchaser/s shall not be entitled to make any claim for compensation or objection whatsoever in respect of condition or state of repair of the property as at the date of sale or any fair wear and tear thereafter.
- 4.2 The Purchaser/s acknowledge that any improvements on the property may be subject to Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or any other regulations thereunder and any repealed laws which effected the construction of any structures. The Vendor/s will not be required to procure any building permits, building approval, final inspection, certificate of occupancy or any other permanent permits, approvals, or inspections in relation to the land and any improvements. The Purchaser/s shall not claim any compensation nor require the Vendor/s to comply with any of those laws or regulations (including having any final inspections carried out, installing pool fences or installing smoke detectors) should there be any failure to comply with any one or more of those laws or regulations this shall not constitute a defect in the Vendor/s Title.
- 4.3 The Purchaser/s acknowledge and declare that they have inspected or have had inspected on their behalf the chattels, fittings and assets being sold in this contract and accept the land including all improvements on the land in their present condition, position and state of repair to all faults, both latent and patent at or prior to the time of signing the Contract. It is further acknowledged by the Purchaser/s that if any fixed TV/s and bracket/s are removed from the wall, the Vendor/s will not be obliged to patch, mend or paint the wall after the removal. Therefore, the Purchaser/s shall not claim compensation or make an objection at settlement based on the terms of the special condition including the working order of any fittings or other assets and or the location of the property at or before settlement.

☒ **Special condition 5 – Building Report**

- 5.1 General Condition 21.2 has been amended by replacing the words "14 days" with the words "7 Days".

☒ **Special condition 6 – Pest Report**

- 6.1 General Condition 22.2 has been amended by replacing the words "14 days" with the words "7 Days".

# 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.

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## 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 of August 2019.
- 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 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
  - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay—  
as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

## **12. BUILDER WARRANTY INSURANCE**

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

## **13. GENERAL LAW LAND**

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.
- 

## Money

### 14. DEPOSIT

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

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## 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.

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## **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.
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# Guarantee and Indemnity

To: Brett Alexander Weaver and Suzanne Madeleine Bezencon

## 1. Guarantor's acknowledgement

The Guarantor acknowledges that:

- (a) the Guarantor gives this Guarantee in consideration of the Vendor entering into the Contract with the Purchaser at the Guarantor's request;
- (b) if the Guarantor executes this Guarantee after the Vendor, the Guarantor gives this Guarantee for valuable consideration provided by the Vendor; and
- (c) before the Guarantor executed this Guarantee, the Guarantor read and understood the Contract and this Guarantee.

## 2. Meaning of the words

The meanings of the terms used in this document are set out below:

**"Contract"** means the attached contract of sale between the Vendor and the Purchaser, and any other agreement between the Vendor and the Purchaser concerning the property sold under the Contract;

**"Guarantee"** means this deed of guarantee and indemnity;

**"Guaranteed Money"** means the whole of the price, interest and other money payable under the Contract;

**"Guarantor"** means the Guarantor named in the Schedule;

**"Guarantor's Obligations"** means the obligations of the Guarantor under this Guarantee; **"Purchaser"** means the person named as the purchaser in the Contract;

**"Purchaser's Obligations"** means the obligations of the Purchaser to:

- (a) pay the Guaranteed Money; and
- (b) comply with all the Purchaser's other obligations to the Vendor under the Contract; **"Vendor"** means the person named as the vendor in the Contract.

## 3. Guarantee

- (a) The Guarantor guarantees to the Vendor:
  - (i) payment of the Guaranteed Money when it is due;
  - (ii) compliance with all the Purchaser's Obligations;
  - (iii) that the Guarantor will discharge any liability which the Purchaser has to the Vendor if the Vendor ends the Contract because of the Purchaser's default; and
  - (iv) if the Purchaser fails to pay any of the Guaranteed Money on time, the Guarantor will pay that money to the Vendor on demand.
- (b) If the Purchaser fails to comply with any of the Guaranteed Obligations, the Guarantor:
  - (i) indemnifies the Vendor against any loss, damage, costs or expenses the Vendor incurs as a result; and
  - (ii) will pay an amount equal to the loss, damage, costs or expenses to the Vendor on demand.

## 4. Indemnity

- (a) The Guarantor indemnifies the Vendor against any loss, damage, costs or expenses the Vendor incurs because:
  - (i) the Purchaser's Obligations are wholly or partly unenforceable against the Purchaser for any reason including, but not limited to, the Purchaser lacking capacity or power to enter into the Contract, dying or becoming insolvent, or being affected by any other legal limitation, disability or incapacity;
  - (ii) the Purchaser claims a refund of any of the Guaranteed Money because of anything under clause 4(a)(i);
  - (iii) a payment to the Vendor under the Contract is held to be a preference, is set aside by a court, or is not effective because of the operation of a law;
  - (iv) the Purchaser's liability to pay any of the Guaranteed Money when due or to comply with any of the Purchaser's Obligations is released or deferred under a scheme of arrangement between the Purchaser and the Purchaser's creditors or in any other way; or

- (v) anything else occurs that would prevent the Vendor from recovering the Guaranteed Money under the guarantee in clause 3.
- (b) The Guarantor will pay to the Vendor on demand an amount equal to any loss, damage, costs or expenses for which the Guarantor indemnifies the Vendor under this clause 4.
- (c) The Guarantor's Obligations under the indemnity in this clause 4 are separate and independent from the Guarantor's Obligations under the guarantee in clause 3.

## **5. Guarantee is continuing and irrevocable**

This Guarantee is a continuing security and is irrevocable until discharged according to its terms.

## **6. Principal obligations**

- (a) The Guarantor's Obligations are principal obligations.
- (b) The Vendor need not, before enforcing the Guarantor's Obligations:
  - (i) make a demand on the Purchaser;
  - (ii) exercise any rights the Vendor has against the Purchaser; or
  - (iii) enforce any security the Vendor holds for performance of the Purchaser's Obligations.

## **7. Guarantor's obligations are unconditional**

The Guarantor's Obligations are unconditional and will not be prejudiced or affected in any way if:

- (a) the Vendor, whether with or without the Guarantor's consent or knowledge:
  - (i) gives the Purchaser extra time to pay any of the Guaranteed Money or to perform any of the Purchaser's Obligations;
  - (ii) grants the Purchaser any other indulgence;
  - (iii) makes a revision agreement, composition, compromise or arrangement with the Purchaser or any other person; or
  - (iv) waives an obligation of the Purchaser or another Guarantor;
- (b) the Purchaser or another Guarantor dies or becomes insolvent;
- (c) there is a variation of the Contract or any contract substituted for it;
- (d) the Purchaser nominates a substitute or additional purchaser under the Contract;
- (e) the Vendor receives a payment which the Vendor does not have a legal right to retain;
- (f) now or in the future the Vendor holds any negotiable or other security from any person for payment of the Guaranteed Money or performance of the Purchaser's Obligations; or
- (g) the Vendor releases, exchanges, renews, modifies, varies or deals in any other way with any judgment, negotiable or other specialty instrument, or any other security the Vendor recovers, holds or may enforce for payment of the Guaranteed Money or performance of the Purchaser's Obligations, or makes an agreement at any time concerning any of these matters.

## **8. Guarantor waives rights as surety**

The Guarantor waives all rights the Guarantor may have under the law (including surety law) that may:

- (a) give the Guarantor the right to be fully or partly released or discharged from the Guarantor's Obligations; or
- (b) restrict or prevent the Vendor from enforcing the Vendor's rights under this Guarantee.

## **9. Vendor's rights against Purchaser are not affected**

The Vendor's acceptance of this Guarantee does not prevent the Vendor from exercising the Vendor's rights in respect of any continuing, recurring or future default by the Purchaser.

## **10. If Purchaser enters a composition or arrangement**

- (a) The Guarantor must not prove in competition with the Vendor for any money the Purchaser owes the Guarantor if:
  - (i) the Purchaser enters into a composition or arrangement with the Purchaser's creditors;
  - (ii) the Purchaser is an individual and is bankrupt; or
  - (iii) the Purchaser is a body corporate and an order is made or resolution passed for its winding up, an administrator is appointed to it under the *Corporations Act 2001*, or it is placed under any form of external management under that Act.
- (b) The Guarantor authorises the Vendor to:

- (i) prove for all money the Purchaser owes the Guarantor; and
- (ii) retain and carry to a suspense account and, at the Vendor's discretion, to appropriate, amounts received in this way until the Vendor has received 100 cents in the dollar for the money the Purchaser owes the Vendor.

#### **11. Guarantor to pay Vendor's costs and stamp duty**

The Guarantor will pay on demand:

- (a) the Vendor's costs (including legal costs on a solicitor and own client basis) of and incidental to preparing, executing, stamping and enforcing this Guarantee; and
- (b) any stamp duty payable on this Guarantee.

#### **12. Notices**

A notice or demand by the Vendor under this Guarantee may be given or made in the same way as a notice or demand under the Contract.

#### **13. Persons who sign this Guarantee are bound**

Each person who signs this Guarantee as Guarantor is bound by it, even if another person named as a Guarantor:

- (a) does not sign it;
- (b) is not or ceases to be bound by it; or
- (c) has no power to sign it.

#### **14. Assignment**

- (a) The Vendor may assign all or some of the Vendor's rights under the Contract or this Guarantee, or both, without the Guarantor's consent.
- (b) If the Vendor assigns any of its rights, the Guarantor will execute any document which, in the Vendor's opinion (reasonably held) is necessary to complete the assignment.

#### **15. Interpreting this Guarantee**

In this Guarantee:

- (a) unless the context requires a different interpretation:
  - (i) the singular includes the plural and the plural includes the singular;
  - (ii) a promise or agreement by two or more persons binds each of them individually and all of them together;
  - (iii) reference to a person includes a body corporate;
  - (iv) reference to a party to this Guarantee or the Contract includes that party's executors, administrators, successors and permitted assigns; and

headings are only for convenience and do not affect interpretation.

## Schedule

**Vendor:** Brett Alexander Weaver and Suzanne Madeleine Bezencon

**Purchaser:**

**Name of Guarantor/s - Sole Director / Director/s of Purchaser Company**

IN WITNESS whereof the said Guarantor/s have set their hands and seals

this    day of    20

SIGNED by the said )  
 )  
Print Name: ..... )  
 .....  
Director (Sign)

in the presence of: \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 Witness: ..... )

SIGNED by the said )  
 )  
Print Name: ..... )  
 .....  
Director (Sign)

in the presence of: \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 Witness: ..... )

SIGNED by the said )  
 )  
Print Name: ..... )  
 .....  
Director (Sign)

in the presence of: \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 Witness: ..... )



# **VENDOR STATEMENT (SECTION 32)**

85 Eurack Road  
BEEAC VIC 3251

**Surfside**  
CONVEYANCING PTY LTD

**RESIDENTIAL • COMMERCIAL • TRANSFERS • SUBDIVISIONS**

## 1. FINANCIAL MATTERS

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

### 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.

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

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

## 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:

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

### 3.2 Road Access

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

☐

### 3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of 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:

Not Applicable

### 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):

☒ Are contained in the attached certificate

## 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 <input type="checkbox"/>	Gas supply <input checked="" type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input checked="" type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
---	--	---------------------------------------	--	--

## 9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

## 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*.

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

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

NIL

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

NIL

### 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. 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

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act 1962*. The vendor may sign by electronic signature. This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

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

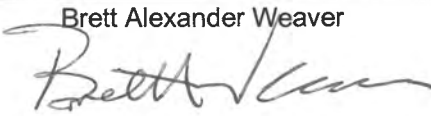
**Land** 85 EURACK ROAD, BEEAC VIC 3251

Vendor's name Brett Alexander Weaver

Date

5 / 12 / 2022

Vendor's signature



Vendor's name Suzanne Madeleine Bezencon

Date

5 / 12 / 2022

Vendor's signature



Purchaser's name

Date

/ /

Purchaser's signature



Purchaser's name

Date

/ /

Purchaser's signature



# 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](http://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.

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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 10742 FOLIO 339

Security no : 124099499548V

Produced 08/08/2022 05:03 PM

LAND DESCRIPTION

Lot 1 on Title Plan 829641A.

PARENT TITLES :

Volume 05675 Folio 811 to Volume 05675 Folio 812

Created by instrument AC219788T 24/07/2003

REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

BRETT ALEXANDER WEAVER

SUZANNE MADELEINE BEZENCON both of 85 EURACK ROAD BEEAC VIC 3251

AN650470Y 15/03/2017

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS532725H 16/09/2019

BENDIGO AND ADELAIDE BANK LTD

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

DIAGRAM LOCATION

SEE TP829641A 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: 85 EURACK ROAD BEEAC VIC 3251

ADMINISTRATIVE NOTICES

NIL

eCT Control 18057S BENDIGO BANK

Effective from 16/09/2019

DOCUMENT END

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	TITLE PLAN	EDITION 1	TP829641A		
<b>LOCATION OF LAND</b> PARISH : ONDIT TOWNSHIP : SECTION : CROWN ALLOTMENT : 117 SUBD A (PT) CROWN PORTION :  LTO BASE RECORD : DCMB LAST PLAN REFERENCE : LP3984 LOT 28 (PT) TITLE REFERENCE : VOL.5675 FOL.811 & 812  DEPTH LIMITATION : Nil		NOTATIONS:			
Easement Information			THIS PLAN HAS BEEN PREPARED FOR THE VICTORIAN LAND TITLES OFFICE FOR TITLE DIAGRAM PURPOSES  Checked by <u><i>M. Blm</i></u> Date <u>6 / 8 / 2013</u> Assistant Registrar of Titles		
Easement Reference	Purpose / Authority	Width (Metres)		Origin	Land benefitted / in favour of
Legend : A - Appurtenant E - Encumbering Easement R - Encumbering Easement (Road)					
LAND VICTORIA			Sheet 1 of 1 sheets		
SCALE  LENGTHS ARE IN METRES		DEALING No : AC219788T			
SCALE	SHEET SIZE A3	DEALING CODE - S32.2 TLA			



# 2022/23 Waste collection calendar WEEK 1

Colac Otway Shire Council (03) 5232 9400



Landfill Weekly Recycling Fortnightly Organics Fortnightly Glass every 4 weeks

July 2022

M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 2022

M	T	W	T	F	S	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September 2022

M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 2022

M	T	W	T	F	S	S
31					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

November 2022

M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2022

M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January 2023

M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2023

M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
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17	18	19	20	21	22	23
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March 2023

M	T	W	T	F	S	S
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2023

M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2023

M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2023

M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

# 2022/23 Waste collection calendar WEEK 2

Colac Otway Shire Council (03) 5232 9400



Landfill Weekly Recycling Fortnightly Organics Fortnightly Glass every 4 weeks

July 2022

M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 2022

M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September 2022

M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 2022

M	T	W	T	F	S	S
31					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

November 2022

M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2022

M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January 2023

M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2023

M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

March 2023

M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2023

M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2023

M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2023

M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

DOWNLOAD NOW  
THE GOOD SORT APP

Making it easy to be a  
good sort with...

- Bin Night Reminders
- Calendar Notifications
- Service Change or Delay Alerts
- Easy Recycling Guide



www.colacotway.vic.gov.au



## Waste Tips:

- Download the GoodSort App from the Apple & Google App Stores.
- Place your food scraps in the **GREEN** organics bin.
- Keep your **RECYCLING** and **GLASS** bottles & jars loose, don't bag it.
- Soft plastics go in the **RED** landfill bin, or recycle via supermarkets.

Glass every 4 weeks

**PURPLE** (glass-only) bin will be collected every four weeks on your usual collection day. Refer to the **G**

Glass bottles and jars go in the **PURPLE** bin. Please place metal lids in the **YELLOW** recycle bin.



# Colac Otway Shire

www.colacotway.vic.gov.au  
A.B.N. 32 430 819 755

## VALUATION, RATES & FIRE SERVICES LEVY NOTICE/TAX INVOICE FOR PERIOD 1st JULY, 2022 TO 30th JUNE, 2023



B A Weaver & S M Bezencon  
85 Eurack Road  
BEEAC VIC 3251

034  
RO\_128530

Customer Service Centres  
2-6 Rae Street,  
Colac VIC 3250  
PO Box 283

Apollo Bay Visitor Information Centre  
100 Great Ocean Road  
Apollo Bay Vic 3233

Ph: (03) 5232 9400  
Email: [inq@colacotway.vic.gov.au](mailto:inq@colacotway.vic.gov.au)

DATE OF ISSUE  
11/08/2022  
ASSESSMENT  
NUMBER  
23637-0  
VALUATION OPERATIVE DATE: 1 JULY 2022  
VALUATION BASE DATE: 1 JANUARY 2022

### VALUATIONS (SEE REVERSE FOR FURTHER INFORMATION)

DESCRIPTION AND LOCATION OF PROPERTY  
85 Eurack Road BEEAC VIC 3251  
Lot 1 TP 829641 V/F 10742/339

NET ANNUAL VALUE	SITE VALUE	CAPITAL IMPROVED VALUE * (used for rating purposes)
\$45,250	\$370,000	\$905,000

Area: 9.3730 HA

### Council Charges

Residential - BOS	905000 x 0.00243100	\$2,200.06	
Municipal Charge	1	\$198.00	
Weekly Waste Collection	1	\$319.00	
		<b>Council Subtotal</b>	<b>\$2,717.06</b>
Residential Fire Fixed Charge	1	\$117.00	
FSPL - Residential (AVPCC - 117)	905000 x 0.00005300	\$47.97	
		<b>State Government Subtotal</b>	<b>\$164.97</b>

RATES BALANCE DOES NOT INCLUDE ANY PAYMENTS MADE AFTER 4TH AUGUST 2022

NOTE: Any arrears shown above are accruing interest.  
Please pay these immediately.

TOTAL AMOUNT DUE: \$ 2,882.03

1st Instalment  
DUE BY 30/9/2022 **\$ 722.03**

**OR** Payment in Full  
DUE BY 15/2/2023 **\$ 2,882.03**

Customer Name: B A Weaver & S M Bezencon  
Property Address: 85 Eurack Road BEEAC VIC 3251

Assessment: 23637-0

Get your notices by email - see page 3 for details.

To have your notices emailed  
Register at [colacotway.enotices.com.au](http://colacotway.enotices.com.au)  
Reference No: 92D4919C6Y

Bill Code: 22400  
Ref No: 0000 2363 70

BPAY® this payment via Internet or phone banking.  
BPAY View® - View and pay this bill using internet banking.  
BPAY View Registration No.: 0000 2363 70



Log on to:  
[www.colacotway.vic.gov.au](http://www.colacotway.vic.gov.au)  
Ref No: 0000 2363 70



INSTALMENT \*867 236370



FULL \*867 236370



Billpay Code: 0867  
Ref: 0000 2363 70

Pay in-store at Australia Post, online at [auspost.com.au/postbillpay](http://auspost.com.au/postbillpay),  
by phone 13 18 16 or via AusPost app

SEE REVERSE SIDE FOR MORE PAYMENT METHODS



## ? IMPORTANT INFORMATION ABOUT YOUR RATES

TOPIC	BACKGROUND	ACTION
<ul style="list-style-type: none"> <li>Valuation objections</li> <li>Land Tax (site value) objections</li> <li>AVPC code objections</li> <li>Rating category objections</li> <li>Any other detail on notice</li> </ul>	<p>You have <b>two months</b> from the date of this notice to lodge an objection.</p> <p>Objections must be lodged online or on the prescribed forms.</p> <p><b>Late objections cannot be considered.</b></p>	<p>Lodge online valuation objection on: <a href="http://ratingvaluationobjections.vic.gov.au">ratingvaluationobjections.vic.gov.au</a> or Download the valuation objection form from <a href="http://www.colacotway.vic.gov.au">www.colacotway.vic.gov.au</a> or Contact Council on <b>5232 9400</b> to request the form by email or post.</p>
Penalty interest rate	Interest is charged at <b>10% p.a.</b> on all balances unpaid after the due dates.	<b>Pay by due dates to avoid interest.</b>
When is penalty interest calculated from?	Penalty interest is calculated <b>from each quarterly instalment due date</b> (even if the account is due to be paid by 15th February 2023).	See section 172(2) (b) of <i>Local Government Act 1989</i> for more information.
Pensioner rates concessions	Concessions are already deducted for eligible Department of Families Fairness & Housing and Department of Veterans' Affairs pensioners.	If you are an eligible DFFH/DVA pensioner please check your notice. If the concession is <b>not</b> shown on the front of this notice, contact Council on <b>5232 9400</b> .
Municipal Charge / Fire Services Levy exemptions for Single Farm Enterprises (SFEs)	SFEs might be exempt from the Municipal Charge and/or the fixed part of the Fire Services Levy.	Contact Council on <b>5232 9400</b> if you believe you are eligible.
Experiencing financial hardship?	Accessing assistance might be easier than you think.	Contact Council on <b>5232 9400</b> to discuss.
Town planning zoning information	Rating categories are different to town planning zones, therefore no town planning zoning information is shown on this notice.	Contact Council's planning team on <b>5232 9400</b> for town planning zoning information.
Copies of rates notices - Charge	There is a charge for copies of rates notices	Keep this notice for you records or use online options for copies

## ☐ PAYMENT OPTIONS AND DUE DATES

PAYMENT OPTION	DUE DATES	ACTION
Quarterly instalments	1st instalment due: <b>30 Sept 2022</b> 2nd instalment due: <b>30 Nov 2022</b> 3rd instalment due: <b>28 Feb 2023</b> 4th instalment due: <b>31 May 2023</b>	<p>Activate this option by paying the first quarterly amount shown on notice by <b>30 September 2022</b>.</p> <p>Once activated, notices will be sent for remaining instalments.</p> <p><b>If you have not paid the first instalment amount by 30 September 2022, this indicates you will pay the full amount by 15 February 2023.</b></p>
Lump sum payment	Full payment due: <b>15 Feb 2023</b>	<p><b>If you choose the lump sum payment option, reminder notices are not issued.</b></p> <p>Please take action to schedule this payment.</p>
Payment by arrangement	Full payment due: <b>31 May 2023</b>	<p>Flexible arrangements can be made. Contact Council's rates department on <b>5232 9400</b>.</p> <p>If you choose this option, reminder notices are not issued. Review your payment amount to ensure full payment by <b>31st May 2023</b>. Penalty interest will be charged on amounts remaining unpaid after that date.</p>



## @ ONLINE NOTICES - REGISTER TO RECEIVE YOUR NOTICES ONLINE

Getting rates emailed is quicker than snail mail, gives you a digital record to keep on file, reduces paper usage in a win for the environment and saves postage costs.

### Option 1 BPAY VIEW [bpay.com.au/bpayview](http://bpay.com.au/bpayview)

Provides for your bank to notify you when your rates notice is available to view.

To activate BPay View:

- STEP 1. Log on to your online banking account  
STEP 2. Look for the 'BPay View' or 'view bills' section  
STEP 3. **Register your rates notice.**

### Option 2 eNotices [colacotway.enotices.com.au](http://colacotway.enotices.com.au)

Have your notices emailed to you.

To activate eNotices:

- STEP 1. Enter in your email address and your unique **eNotices Reference Number**  
STEP 2. Check your email inbox and click the validation link  
STEP 3. Select a **password and mobile number.**

## \$ YOUR RATES AND THE COUNCIL BUDGET

The 2022-23 Council budget delivers an average rate increase of 1.75%, which complies with the Victorian Government's rate cap.

The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- The valuation of your property relative to the valuation of the other properties in the municipal district;
- The application of any differential rates by Council;
- The inclusion of other rates and charges not covered by the Victorian Government's rate cap, such as special charge schemes.

## RATING CATEGORIES AND DIFFERENTIAL RATES - WHAT ARE THEY?

All properties are allocated to a rating category according to how the property is being used. All properties in a category pay rates at the same rate in the dollar, though a different rate in the dollar may apply to different rating categories.

The available rating categories and the rate in the dollar used to calculate the amount of general rates payable are listed below. Generally a Municipal Charge, Waste Management Charge and the State Government's Fire Services Property Levy are added to the general rates to give the total amount payable.

RATING CATEGORY	RATE IN \$	COMMENT
<b>Residential - Colac/Elliminyt</b> (residential properties in the Colac, Colac East, Colac West & Elliminyt localities)	0.002860 / CIV \$	This is considered the base rate in the dollar.
<b>Residential - Balance of Shire</b> (residential properties located in the municipality excluding Colac, Colac East, Colac West & Elliminyt)	0.002431 / CIV \$	This rate in the dollar is 85% of the base rate.
<b>Holiday Rental</b>	0.002860 / CIV \$	This rate in the dollar is 100% of the base rate.
<b>Rural - Farm</b>	0.002145 / CIV \$	This rate in the dollar is 75% of the base rate.
<b>Commercial/Industrial - Colac/Elliminyt</b> (commercial/industrial properties in the Colac, Colac East, Colac West & Elliminyt localities)	0.004719 / CIV \$	This rate in the dollar is 165% of the base rate.
<b>Commercial/Industrial - Balance of Shire</b> (commercial/industrial properties not located in the Colac, Colac East, Colac West & Elliminyt localities)	0.004004 / CIV \$	This rate in the dollar is 140% of the base rate.
OTHER CHARGES		
<b>Municipal Charge</b>	\$198.00	Payable by all properties except eligible Single Farm Enterprises.
<b>Waste Management Charge - Weekly Service</b>	\$319.00	Payable by all properties on the collection routes.
<b>Waste Management Charge - Fortnightly Service</b>	\$243.00	Payable by all properties on the collection routes.

### Disclosure of private information

Personal information collected by Council is used for municipal purposes as specified in various Acts of Parliament. This information will only be used by Council for these purposes. Council may however disclose this information to other organisations if required by legislation. You may apply to Council for access to and/or amendment of your personal information held by Council.



Secure Electronic Registries Victoria Pty Ltd  
PO Box 500  
EAST MELBOURNE VIC 8002

23 November 2022

Certificate No: 7127

Dear Sir/Madam,

**Property: 85 Eurack Road BEEAC**

In reply to your request for building / land information relating to the above address, the following information is provided under the Building Regulations 2018 - Regulation 51(1):

- (a) Details of any permit (building permit or occupancy permit) or certificate of final inspection issued in the preceding 10 years – **Yes**

Type	Permit Number:	Works:	Issued:
Building Permit Final Certificate	9556472152227	Extension & alterations to Existing Dwelling	16/06/2021 16/05/2022
Building Permit Final Certificate	20170413/0	Construction of Deck & Pergola	09/11/2017 26/09/2019
Building Permit Final Certificate	20170779/0	Construction of Swimming Pool and Barrier	30/06/2017 21/12/2017
Building Permit Final Certificate	20132100/0	Construction of Garage	27/11/2013 29/11/2013

- (b) Details of any current determination made under Regulation 64(1) (combined allotment) or exemption granted under Regulation 231(2) (subdivision) - **No**
- (c) Details of any current building notice or building order (includes emergency order, building order – general, building order – minor work, building order to stop work) issued by the relevant building surveyor under the Building Act 1993 – **No**

Yours faithfully

Planning and Building Administrator Team  
**Colac Otway Shire**



**Note:**

1. Information provided pursuant to Building Regulation 51(1) relates to Building Act 1993 and Building Regulations 2018 legislation only. Other certificates, permits, notices, orders and/or enforcement activities, under other legislation may be applicable to this building / land.
2. The absence of a certificate of final inspection or occupancy permit related to a building permit may mean building work is unfinalised.
3. The carrying out of un-exempt building work without a building permit is an offence against the Building Act 1993. Please contact Council's Building Department on 03 5232 9400 to discuss building permit requirements.
4. Occupation of a building in contravention of a building permit or current occupancy permit is an offence against the Building Act 1993.

**Definitions:**

**Permits/Certificates** – Any Building Permits, Final Certificates or Occupancy Permits issued within the last 10 years for any works carried out on the property

**Combined Allotment/Subdivision** – A Combined Allotment is where two or more allotments are treated as one allotment. A Building Surveyor may issue a Subdivision Statement where an existing building is subdivided and the surveyor determines it is exempt from conforming with the subdivision regulations.

**Notice/Order/Certificate** – A Building Notice or Order may be issued on a property for works carried out without a relevant Building Permit or in contravention to a Building Permit.

# PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987  
and the Planning and Environment Regulations 2005

## CERTIFICATE REFERENCE NUMBER

893027

## APPLICANT'S NAME & ADDRESS

**SURFSIDE CONVEYANCING C/- TRICONVEY (RESELLER) C/-  
LANDATA**

**MELBOURNE**

## VENDOR

**WEAVER, BRETT ALEXANDER**

## PURCHASER

**N/A**

## REFERENCE

**366840**

This certificate is issued for:

LOT 1 PLAN TP829641 ALSO KNOWN AS 85 EURACK ROAD BEEAC  
COLAC OTWAY SHIRE

The land is covered by the:

COLAC OTWAY PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a FARMING ZONE

A detailed definition of the applicable Planning Scheme is available at :  
(<http://planningschemes.dpcd.vic.gov.au/schemes/colacotway>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian  
Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

05 December 2022

**Ms. Lizzie Blandthorn MP**  
**Minister for Planning**

Additional site-specific controls may apply.  
The Planning Scheme Ordinance should be  
checked carefully.

The above information includes all  
amendments to planning scheme maps  
placed on public exhibition up to the date  
of issue of this certificate and which are  
still the subject of active consideration

Copies of Planning Schemes and  
Amendments can be inspected at the  
relevant municipal offices.

LANDATA®  
T: (03) 9102 0402  
E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

**Please note: The map is for reference purposes only and does not form part of the certificate.**



## Choose the authoritative Planning Certificate

### *Why rely on anything less?*

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.  
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.  
Next business day delivery, if further information is required from you.

## Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 05 December 2022 01:44 PM

## PROPERTY DETAILS

Address: **85 EURACK ROAD BEEAC 3251**  
Lot and Plan Number: **Lot 1 TP829641 (Pt)**  
Standard Parcel Identifier (SPI): **1\TP829641**  
Local Government Area (Council): **COLAC OTWAY**  
Council Property Number: **23637**  
Planning Scheme: **Colac Otway**  
Directory Reference: **Vicroads 92 C4**

[www.colacotway.vic.gov.au](http://www.colacotway.vic.gov.au)

[Planning Scheme - Colac Otway](#)

## 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: **POLWARTH**

## OTHER

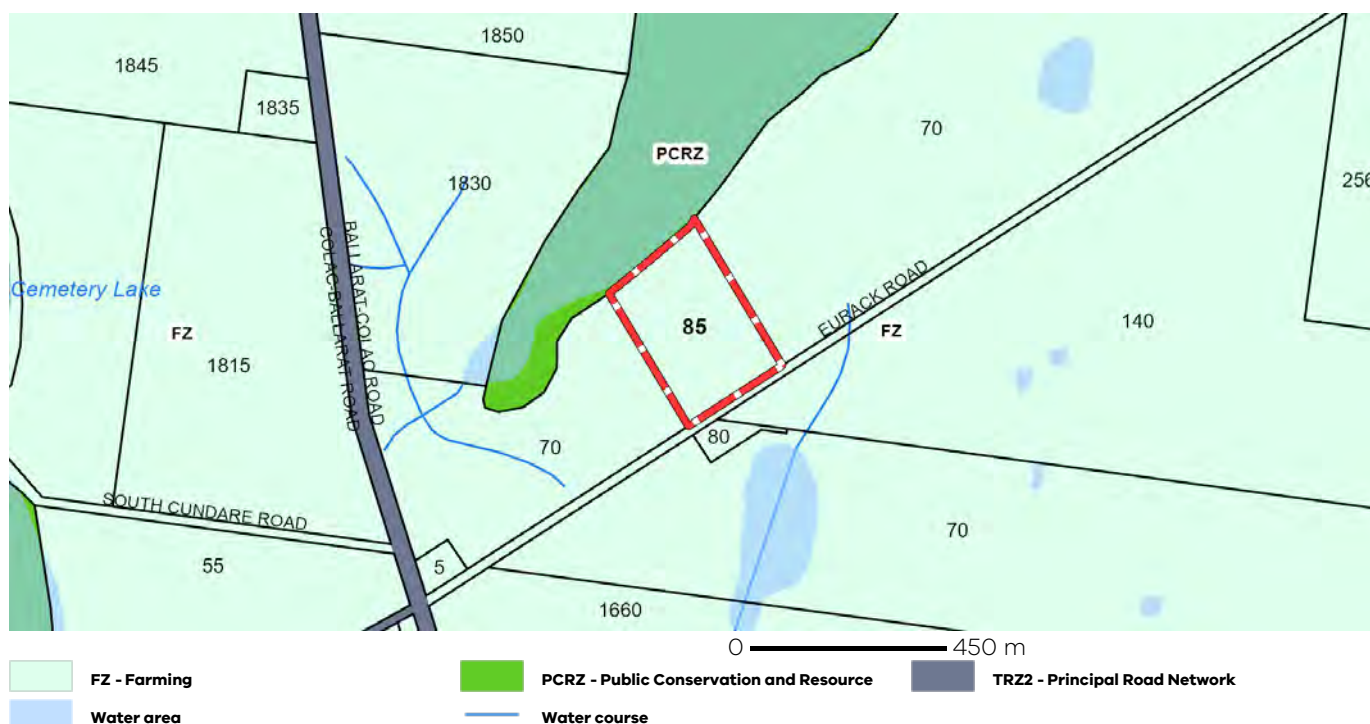
Registered Aboriginal Party: **Eastern Maar Aboriginal Corporation**

[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.

## Planning Overlay

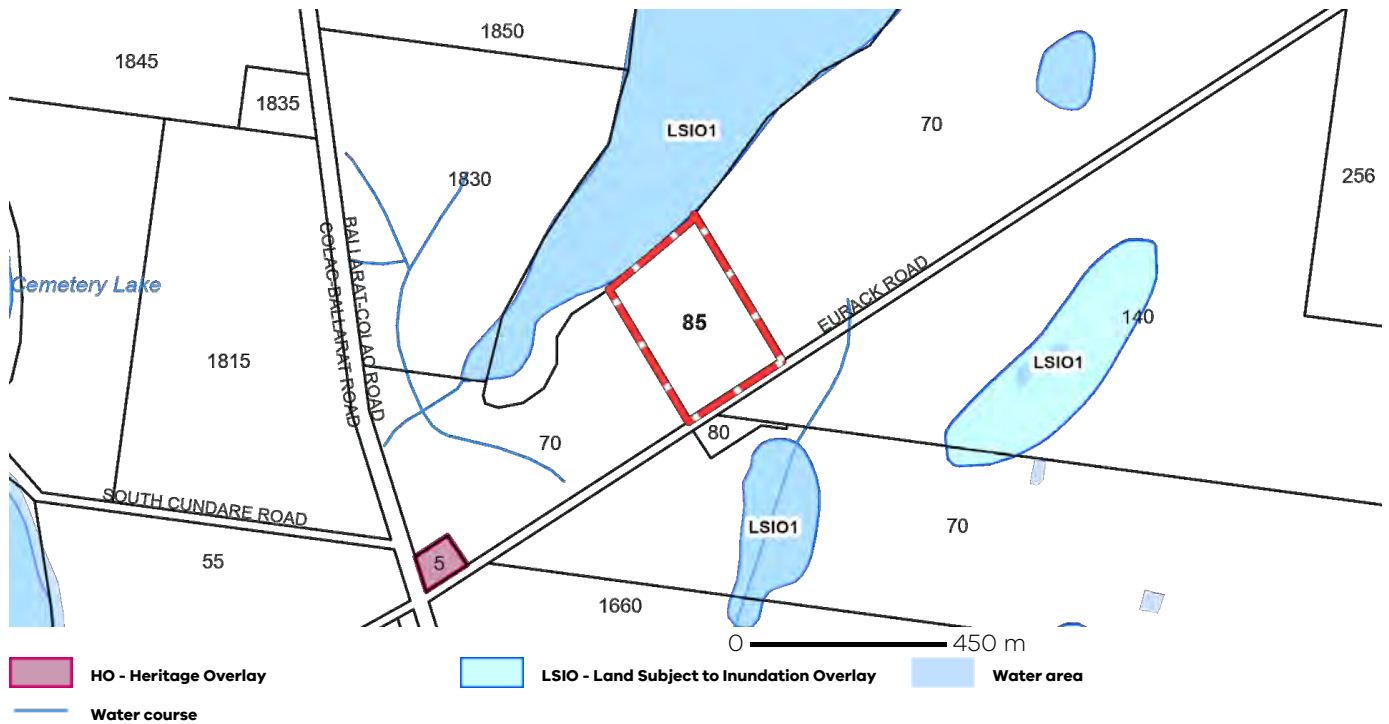
None affecting this land - there are overlays in the vicinity

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[HERITAGE OVERLAY \(HO\)](#)

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



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



## 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 30 November 2022.

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 \(environment.vic.gov.au\)](#) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](#)

**35.07**31/07/2018  
VC148**FARMING ZONE**

Shown on the planning scheme map as **FZ** with a number (if shown).

**Purpose**

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To provide for the use of land for agriculture.

To encourage the retention of productive agricultural land.

To ensure that non-agricultural uses, including dwellings, do not adversely affect the use of land for agriculture.

To encourage the retention of employment and population to support rural communities.

To encourage use and development of land based on comprehensive and sustainable land management practices and infrastructure provision.

To provide for the use and development of land for the specific purposes identified in a schedule to this zone.

**35.07-1**14/11/2022  
VC227**Table of uses****Section 1 – Permit not required**

Use	Condition
<b>Agriculture (other than Animal production, Apiculture, Domestic animal husbandry, Racing dog husbandry, Rice growing and Timber production)</b>	
<b>Automated collection point</b>	<p>Must meet the requirements of Clause 52.13-3 and 52.13-5.</p> <p>The gross floor area of all buildings must not exceed 50 square metres.</p>
<b>Bed and breakfast</b>	<p>No more than 10 persons may be accommodated away from their normal place of residence.</p> <p>At least 1 car parking space must be provided for each 2 persons able to be accommodated away from their normal place of residence.</p> <p>Must be located more than one kilometre from the nearest title boundary of land subject to:</p> <ul style="list-style-type: none"> <li>▪ A permit for a wind energy facility; or</li> <li>▪ An application for a permit for a wind energy facility; or</li> <li>▪ An incorporated document approving a wind energy facility; or</li> <li>▪ A proposed wind energy facility for which an action has been taken under section 8(1), 8(2), 8(3) or 8(4) of the <i>Environment Effects Act 1978</i>.</li> </ul>

Use	Condition
	<p>Must be located more than 500 metres from the nearest title boundary of land on which a work authority has been applied for or granted under the <i>Mineral Resources (Sustainable Development) Act 1990</i> .</p>
<b>Cattle feedlot</b>	<p>Must meet the requirements of Clause 53.08.</p> <p>The total number of cattle to be housed in the cattle feedlot must be 1000 or less.</p> <p>The site must be located outside a special water supply catchment under the <i>Catchment and Land Protection Act 1994</i> .</p> <p>The site must be located outside a catchment area listed in Appendix 2 of the Victorian Code for Cattle Feedlots – August 1995.</p>
<b>Dependent person's unit</b>	<p>Must be the only dependent person's unit on the lot.</p> <p>Must meet the requirements of Clause 35.07-2.</p> <p>Must be located more than one kilometre from the nearest title boundary of land subject to:</p> <ul style="list-style-type: none"> <li>▪ A permit for a wind energy facility; or</li> <li>▪ An application for a permit for a wind energy facility; or</li> <li>▪ An incorporated document approving a wind energy facility; or</li> <li>▪ A proposed wind energy facility for which an action has been taken under section 8(1), 8(2), 8(3) or 8(4) of the <i>Environment Effects Act 1978</i> .</li> </ul> <p>Must be located more than 500 metres from the nearest title boundary of land on which a work authority has been applied for or granted under the <i>Mineral Resources (Sustainable Development) Act 1990</i> .</p>
<b>Domestic animal husbandry (other than Domestic animal boarding)</b>	<p>Must be no more than 5 animals.</p>
<b>Dwelling (other than Bed and breakfast)</b>	<p>Must be the only dwelling on the lot.</p> <p>The lot must be at least the area specified in a schedule to this zone. If no area is specified, the lot must be at least 40 hectares.</p> <p>Must meet the requirements of Clause 35.07-2.</p> <p>Must be located more than one kilometre from the nearest title boundary of land subject to:</p> <ul style="list-style-type: none"> <li>▪ A permit for a wind energy facility; or</li> </ul>

Use	Condition
	<ul style="list-style-type: none"> <li>▪ An application for a permit for a wind energy facility; or</li> <li>▪ An incorporated document approving a wind energy facility; or</li> <li>▪ A proposed wind energy facility for which an action has been taken under section 8(1), 8(2), 8(3) or 8(4) of the <i>Environment Effects Act 1978</i>.</li> </ul> <p>Must be located more than 500 metres from the nearest title boundary of land on which a work authority has been applied for or granted under the <i>Mineral Resources (Sustainable Development) Act 1990</i>.</p>
<p><b>Grazing animal production</b></p> <p><b>Home based business</b></p> <p><b>Informal outdoor recreation</b></p>	
<p><b>Poultry farm</b></p>	<p>Must be no more than 100 poultry (not including emus or ostriches).</p> <p>Must be no more than 10 emus and ostriches.</p>
<p><b>Primary produce sales</b></p>	<p>Must not be within 100 metres of a dwelling in separate ownership.</p> <p>The area used for the display and sale of primary produce must not exceed 50 square metres.</p>
<p><b>Racing dog husbandry</b></p>	<p>Must be no more than 5 animals.</p>
<p><b>Railway</b></p>	
<p><b>Rural industry (other than Abattoir and Sawmill)</b></p>	<p>Must not have a gross floor area more than 200 square metres.</p> <p>Must not be within 100 metres of a dwelling in separate ownership.</p> <p>Must not be a purpose listed in the table to Clause 53.10 with no threshold distance specified.</p> <p>The land must be at least the following distances from land (not a road) which is in an Activity Centre Zone, Capital City Zone, Commercial 1 Zone, Docklands Zone, residential zone or Rural Living Zone, land used for a hospital, an education centre or a corrective institution or land in a Public Acquisition Overlay to be acquired for a hospital, an education centre or a corrective institution:</p>

Use	Condition
	<ul style="list-style-type: none"> <li>▪ The threshold distance, for a purpose listed in the table to Clause 53.10.</li> <li>▪ 30 metres, for a purpose not listed in the table to Clause 53.10.</li> </ul> <p>Must not:</p> <ul style="list-style-type: none"> <li>▪ Exceed a fire protection quantity under the Dangerous Goods (Storage and Handling) Regulations 2012.</li> <li>▪ Require a notification under the Occupational Health and Safety Regulations 2017.</li> <li>▪ Require a licence under the Dangerous Goods (Explosives) Regulations 2011.</li> <li>▪ Require a licence under the Dangerous Goods (HCDG) Regulations 2016.</li> </ul>
<b>Rural store</b>	<p>Must be used in conjunction with Agriculture.</p> <p>Must be in a building, not a dwelling and have a gross floor area of less than 100 square metres.</p> <p>Must be the only Rural store on the lot.</p>
<b>Rural worker accommodation</b>	<p>The number of persons accommodated at any time must not be more than 10.</p> <p>Must be used in conjunction with Agriculture on the same land or contiguous land in the same ownership.</p> <p>Must be used exclusively for accommodating workers engaged on the same land or contiguous land in the same ownership.</p> <p>Must be the only accommodation other than a dwelling on the same land or contiguous land in the same ownership.</p> <p>Must be on the same lot as an existing dwelling.</p> <p>The lot must be at least the area specified in a schedule to this zone for which no permit is required to use land for a dwelling. If no area is specified, the lot must be at least 40 hectares.</p> <p>Must meet the requirements of Clause 35.07-2.</p> <p>Must be located more than one kilometre from the nearest title boundary of land subject to:</p> <ul style="list-style-type: none"> <li>▪ A permit for a wind energy facility; or</li> <li>▪ An application for a permit for a wind energy facility; or</li> <li>▪ An incorporated document approving a wind energy facility; or</li> </ul>

Use	Condition
	<ul style="list-style-type: none"> <li>A proposed wind energy facility for which an action has been taken under section 8(1), 8(2), 8(3) or 8(4) of the <i>Environment Effects Act 1978</i>.</li> </ul> <p>Must be located more than 500 metres from the nearest title boundary of land on which a work authority has been applied for or granted under the <i>Mineral Resources (Sustainable Development) Act 1990</i>.</p>
<b>Timber production</b>	<p>Must meet the requirements of Clause 53.11.</p> <p>The plantation area must not exceed any area specified in a schedule to this zone. Any area specified must be at least 40 hectares.</p> <p>The total plantation area (existing and proposed) on contiguous land which was in the same ownership on or after 28 October 1993 must not exceed any scheduled area.</p> <p>The plantation must not be within 100 metres of:</p> <ul style="list-style-type: none"> <li>Any dwelling in separate ownership.</li> <li>Any land zoned for residential, commercial or industrial use.</li> <li>Any site specified on a permit which is in force which permits a dwelling to be constructed.</li> </ul> <p>The plantation must not be within 20 metres of a powerline whether on private or public land, except with the consent of the relevant electricity supply or distribution authority.</p>
<b>Tramway</b>	
<b>Any use listed in Clause 62.01</b>	Must meet requirements of Clause 62.01.
<b>Section 2 – Permit required</b>	
Use	Condition
<b>Abattoir</b>	
<b>Animal production (other than Cattle feedlot, Grazing animal production and Poultry farm)</b>	
<b>Broiler farm - if the Section 1 condition to Poultry farm is not met</b>	Must meet the requirements of Clause 53.09.
<b>Camping and caravan park</b>	



Use	Condition
Car park	Must be used in conjunction with another use in Section 1 or 2.
Cattle feedlot – if the Section 1 condition is not met	Must meet the requirements of Clause 53.08.  The site must be located outside a catchment area listed in Appendix 2 of the Victorian Code for Cattle Feedlots – August 1995.
Cemetery Crematorium	
Dependent person's unit – if the Section 1 condition is not met	Must meet the requirements of Clause 35.07-2.
Domestic animal boarding	
Dwelling (other than Bed and breakfast) – if the Section 1 condition is not met	Must meet the requirements of Clause 35.07-2.
Emergency services facility	
Freeway service centre	Must meet the requirements of Clause 53.05.
Group accommodation Host farm Industry (other than Automated collection point and Rural industry) Landscape gardening supplies Leisure and recreation (other than Informal outdoor recreation) Manufacturing sales Market Place of assembly (other than Amusement parlour, Carnival, Cinema based entertainment facility, Circus and Nightclub) Primary school	
Racing dog husbandry – if the Section 1 condition is not met	Must meet the requirements of Clause 53.12.

Use	Condition
Renewable energy facility (other than Wind energy facility)	Must meet the requirements of Clause 53.13.
Residential hotel	
Restaurant	
Rice growing	
Rural worker accommodation – if the Section 1 condition is not met	Must meet the requirements of Clause 35.07-2.
Sawmill	
Secondary school	
Timber production – if the Section 1 condition is not met	Must meet the requirements of Clause 53.11.
Trade supplies	
Utility installation (other than Minor utility installation and Telecommunications facility)	
Warehouse (other than Rural store)	
Wind energy facility	Must meet the requirements of Clause 52.32.
Winery	
Any other use not in Section 1 or 3	
<b>Section 3 – Prohibited</b>	
<b>Use</b>	
Accommodation (other than Bed and breakfast, Camping and caravan park, Dependent person's unit, Dwelling, Group accommodation, Host farm, Residential hotel and Rural worker accommodation)	
Amusement parlour	
Brothel	
Cinema based entertainment facility	
Education centre (other than Primary school and Secondary school)	
Nightclub	
Office	
Retail premises (other than Market, Landscape gardening supplies, Manufacturing	

**Use**

**sales, Primary produce sales, Restaurant and Trade supplies)**

**35.07-2**

13/10/2021  
VC212

**Use of land for a dwelling**

A lot used for a dwelling must meet the following requirements:

- Access to the dwelling must be provided via an all-weather road with dimensions adequate to accommodate emergency vehicles.
- Each dwelling must be connected to reticulated sewerage, if available. If reticulated sewerage is not available all wastewater from each dwelling must be treated and retained within the lot in accordance with the requirements of the Environment Protection Regulations under the *Environment Protection Act 2017* for an on-site wastewater management system.
- The dwelling must be connected to a reticulated potable water supply or have an alternative potable water supply with adequate storage for domestic use as well as for fire fighting purposes.
- The dwelling must be connected to a reticulated electricity supply or have an alternative energy source.

These requirements also apply to a dependent person's unit and a rural worker accommodation.

**35.07-3**

12/10/2021  
VC202

**Subdivision**

A permit is required to subdivide land.

Each lot must be at least the area specified for the land in a schedule to this zone. If no area is specified, each lot must be at least 40 hectares.

A permit may be granted to create smaller lots if any of the following apply:

- The subdivision is to create a lot for an existing dwelling. The subdivision must be a two lot subdivision.
- The subdivision is the re-subdivision of existing lots and the number of lots is not increased.
- The subdivision is by a public authority or utility service provider to create a lot for a utility installation.

**VicSmart applications**

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

**Class of application****Information  
requirements and  
decision guidelines**

Subdivide land to realign the common boundary between 2 lots    Clause 59.01  
where:

- Each new lot is at least the area specified for the land in the zone or the schedule to the zone.
- The area of either lot is reduced by less than 15 percent.
- The general direction of the common boundary does not

**Class of application****Information  
requirements and  
decision guidelines**

change.

- The land is not used for Rural worker accommodation

Subdivide land into 2 lots where each new lot is at least the area specified for the land in the zone or the schedule to the zone where the land is not used for Rural worker accommodation.

Clause 59.12

**35.07-4**

22/03/2022  
VC219

**Buildings and works**

A permit is required to construct or carry out any of the following:

- A building or works associated with a use in Section 2 of Clause 35.07-1. This does not apply to:
  - An alteration or extension to an existing dwelling provided the floor area of the alteration or extension is not more than the area specified in a schedule to this zone or, if no area is specified, 100 square metres. Any area specified must be more than 100 square metres.
  - An out-building associated with an existing dwelling provided the floor area of the out-building is not more than the area specified in a schedule to this zone or, if no area is specified, 100 square metres. Any area specified must be more than 100 square metres.
  - An alteration or extension to an existing building used for agriculture provided the floor area of the alteration or extension is not more than the area specified in a schedule to this zone or, if no area is specified, 200 square metres. Any area specified must be more than 200 square metres. The building must not be used to keep, board, breed or train animals.
  - A rainwater tank.
- Earthworks specified in a schedule to this zone, if on land specified in a schedule.
- A building which is within any of the following setbacks:
  - The setback from a Transport Zone 2 or land in a Public Acquisition Overlay if the Head, Transport for Victoria is the acquiring authority and the purpose of the acquisition is for a road specified in a schedule to this zone or, if no setback is specified, 50 metres.
  - The setback from any other road or boundary specified in a schedule to this zone.
  - The setback from a dwelling not in the same ownership specified in a schedule to this zone.
  - 100 metres from a waterway, wetlands or designated flood plain.
- Permanent or fixed feeding infrastructure for seasonal or supplementary feeding for grazing animal production constructed within 100 metres of:
  - A waterway, wetland or designated flood plain.
  - A dwelling not in the same ownership.
  - A residential or urban growth zone.
- A building or works associated with accommodation located within one kilometre from the nearest title boundary of land subject to:
  - A permit for a wind energy facility; or
  - An application for a permit for a wind energy facility; or

- An incorporated document approving a wind energy facility; or
- A proposed wind energy facility for which an action has been taken under section 8(1), 8(2), 8(3) or 8(4) of the *Environment Effects Act 1978* .
- A building or works associated with accommodation located within 500 metres from the nearest title boundary of land on which a work authority has been applied for or granted under the *Mineral Resources (Sustainable Development) Act 1990* .

### VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
Construct a building or construct or carry out works associated with a Section 1 use in the Table of uses of the zone with an estimated cost of up to \$500,000.  Any works must not be earthworks specified in the schedule to the zone.	Clause 59.13
Construct a building or construct or carry out works associated with a Section 2 use in the Table of uses of the zone with an estimated cost of up to \$500,000 where: <ul style="list-style-type: none"> <li>▪ The land is not used for Domestic animal husbandry, Intensive animal production, Pig farm, Poultry farm, Poultry hatchery, Racing dog husbandry, Rural industry or Rural worker accommodation.</li> <li>▪ The land is not within 30 metres of land (not a road) which is in a residential zone.</li> <li>▪ The building or works are not associated with accommodation located within one kilometre from the nearest title boundary of land subject to:               <ul style="list-style-type: none"> <li>▪ A permit for a wind energy facility; or</li> <li>▪ An application for a permit for a wind energy facility; or</li> <li>▪ An incorporated document approving a wind energy facility; or</li> <li>▪ A proposed wind energy facility for which an action has been taken under section 8(1), 8(2), 8(3) or 8(4) of the <i>Environment Effects Act 1978</i> .</li> </ul> </li> <li>▪ The building or works are not associated with accommodation located within 500 metres from the nearest title boundary of land on which a work authority has been applied for or granted under the <i>Mineral Resources (Sustainable Development) Act 1990</i> .</li> </ul> Any works must not be earthworks specified in the schedule to the zone.	Clause 59.13

An application to use a lot for a dwelling must be accompanied by a written statement which explains how the proposed dwelling responds to the decision guidelines for dwellings in the zone.

## **35.07-6**

22/03/2022  
VC219

### **Decision guidelines**

Before deciding on an application to use or subdivide land, construct a building or construct or carry out works, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

#### **General issues**

- The Municipal Planning Strategy and the Planning Policy Framework.
- Any Regional Catchment Strategy and associated plan applying to the land.
- The capability of the land to accommodate the proposed use or development, including the disposal of effluent.
- How the use or development relates to sustainable land management.
- Whether the site is suitable for the use or development and whether the proposal is compatible with adjoining and nearby land uses.
- How the use and development makes use of existing infrastructure and services.

#### **Agricultural issues and the impacts from non-agricultural uses**

- Whether the use or development will support and enhance agricultural production.
- Whether the use or development will adversely affect soil quality or permanently remove land from agricultural production.
- The potential for the use or development to limit the operation and expansion of adjoining and nearby agricultural uses.
- The capacity of the site to sustain the agricultural use.
- The agricultural qualities of the land, such as soil quality, access to water and access to rural infrastructure.
- Any integrated land management plan prepared for the site.
- Whether Rural worker accommodation is necessary having regard to:
  - The nature and scale of the agricultural use.
  - The accessibility to residential areas and existing accommodation, and the remoteness of the location.
- The duration of the use of the land for Rural worker accommodation.

#### **Accommodation issues**

- Whether the dwelling will result in the loss or fragmentation of productive agricultural land.
- Whether the dwelling will be adversely affected by agricultural activities on adjacent and nearby land due to dust, noise, odour, use of chemicals and farm machinery, traffic and hours of operation.
- Whether the dwelling will adversely affect the operation and expansion of adjoining and nearby agricultural uses.
- The potential for the proposal to lead to a concentration or proliferation of dwellings in the area and the impact of this on the use of the land for agriculture.
- The potential for accommodation to be adversely affected by noise and shadow flicker impacts if it is located within one kilometre from the nearest title boundary of land subject to:

- A permit for a wind energy facility; or
- An application for a permit for a wind energy facility; or
- An incorporated document approving a wind energy facility; or
- A proposed wind energy facility for which an action has been taken under section 8(1), 8(2), 8(3) or 8(4) of the *Environment Effects Act 1978*.
- The potential for accommodation to be adversely affected by vehicular traffic, noise, blasting, dust and vibration from an existing or proposed extractive industry operation if it is located within 500 metres from the nearest title boundary of land on which a work authority has been applied for or granted under the *Mineral Resources (Sustainable Development) Act 1990*.

### Environmental issues

- The impact of the proposal on the natural physical features and resources of the area, in particular on soil and water quality.
- The impact of the use or development on the flora and fauna on the site and its surrounds.
- The need to protect and enhance the biodiversity of the area, including the retention of vegetation and faunal habitat and the need to revegetate land including riparian buffers along waterways, gullies, ridgelines, property boundaries and saline discharge and recharge area.
- The location of on-site effluent disposal areas to minimise the impact of nutrient loads on waterways and native vegetation.

### Design and siting issues

- The need to locate buildings in one area to avoid any adverse impacts on surrounding agricultural uses and to minimise the loss of productive agricultural land.
- The impact of the siting, design, height, bulk, colours and materials to be used, on the natural environment, major roads, vistas and water features and the measures to be undertaken to minimise any adverse impacts.
- The impact on the character and appearance of the area or features of architectural, historic or scientific significance or of natural scenic beauty or importance.
- The location and design of existing and proposed infrastructure including roads, gas, water, drainage, telecommunications and sewerage facilities.
- Whether the use and development will require traffic management measures.
- The need to locate and design buildings used for accommodation to avoid or reduce noise and shadow flicker impacts from the operation of a wind energy facility if it is located within one kilometre from the nearest title boundary of land subject to:
  - A permit for a wind energy facility; or
  - An application for a permit for a wind energy facility; or
  - An incorporated document approving a wind energy facility; or
  - A proposed wind energy facility for which an action has been taken under section 8(1), 8(2), 8(3) or 8(4) of the *Environment Effects Act 1978*.
- The need to locate and design buildings used for accommodation to avoid or reduce the impact from vehicular traffic, noise, blasting, dust and vibration from an existing or proposed extractive industry operation if it is located within 500 metres from the nearest title boundary of land on which a work authority has been applied for or granted under the *Mineral Resources (Sustainable Development) Act 1990*.

Sign requirements are at Clause 52.05. This zone is in Category 4.



20/05/2021  
C99cola

## SCHEDULE TO CLAUSE 35.07 FARMING ZONE

Shown on the planning scheme map as FZ.

**1.0**  
20/01/2022  
VC205

### Subdivision and other requirements

	Land	Area/Dimensions/Distance
Minimum subdivision area (hectares)	Land south of Princes Highway and land west of Ballarat Road	40 ha
	Land north of Princes Highway and land east of Ballarat Road	80 ha
Minimum area for which no permit is required to use land for a dwelling (hectares)	Land south of Princes Highway and land west of Ballarat Road	40 ha
	Land north of Princes Highway and land east of Ballarat Road	80 ha
Maximum area for which no permit is required to use land for timber production (hectares)	None specified	None specified
Maximum floor area for which no permit is required to alter or extend an existing dwelling (square metres)	None specified	None specified
Maximum floor area for which no permit is required to construct an out-building associated with a dwelling (square metres)	None specified	None specified
Maximum floor area for which no permit is required to alter or extend an existing building used for agriculture (square metres)	None specified	None specified
Minimum setback from a road (metres)	A Transport Zone 2 or land in a Public Acquisition Overlay if: <ul style="list-style-type: none"> <li>the Head, Transport for Victoria is the acquiring</li> </ul>	100 m

Land	Area/Dimensions/Distance
<p>authority; and</p> <ul style="list-style-type: none"> <li>the purpose of the acquisition is for a road,</li> </ul> <p>including:</p> <ul style="list-style-type: none"> <li>Beech Forest Mt Sabine Road, Ferguson to Turtons Track</li> <li>Birregurra-Forrest Road</li> <li>Colac-Ballarat Road</li> <li>Corangamite Lake Road</li> <li>Forrest-Apollo Bay Road</li> <li>Great Ocean Road</li> <li>Lavers Hill-Cobden Road</li> <li>Lavers Hill-Colac Road</li> <li>Lighthouse Road</li> <li>Princes Highway</li> <li>Skenes Creek Road</li> <li>Turtons Track</li> </ul>	
<p>A Transport Zone 3 or land in a Public Acquisition Overlay if:</p> <ul style="list-style-type: none"> <li>The Head, Transport for Victoria is not the acquiring authority; and</li> <li>The purpose of the acquisition is for a road.</li> </ul>	40 m
<p>Any other road, including:</p> <ul style="list-style-type: none"> <li>Barham Valley Road</li> <li>Binns Road</li> <li>Blue Johanna Road</li> <li>Busty Road</li> <li>Carlisle-Gellibrand Road</li> <li>Hordern Vale Road</li> <li>Killala Road</li> <li>Mariners Lookout Road</li> </ul>	20 m

Land		Area/Dimensions/Distance
<ul style="list-style-type: none"> <li>▪ Melba Gully Road</li> <li>▪ Phillips Track</li> <li>▪ Red Johanna Road</li> <li>▪ Sunnyside Road</li> <li>▪ Tuxion Road</li> <li>▪ Upper Gellibrand Road</li> <li>▪ Wild Dog Road</li> </ul>		
Minimum setback from a boundary (metres)	Any other boundary	5 m
Minimum setback from a dwelling not in the same ownership (metres)	Any dwelling not in the same ownership	100 m
Permit requirement for earthworks		Land
Earthworks which change the rate of flow or the discharge point of water across a property boundary	All land in the zone	
Earthworks which increase the discharge of saline groundwater	All land in the zone	



**NJG Building Surveyors**  
45 Parkers Road Deans Marsh Vic 3235  
P: 03 5236 3452 M: 0402447047  
E: noel@njgbuildingsurveyors.com.au  
W: www.njgbuildingsurveyors.com.au

Application Number: BLD20210722

## FORM 2

Regulation 37(1)  
**Building Act 1993**  
Building Regulations 2018

### Building Permit No. BSU 23052/9556472152227 16 June 2021 Extension & Alterations to Existing Dwelling

#### Issue to

Agent of Owner **Ian Simpkin**  
Postal Address **192 Pound Road, Elliminyt** Postcode **3249**  
Email **iansimpkin@hotmail.com**  
Address for serving or giving of documents: **192 Pound Road, Elliminyt** Postcode **3249**  
Contact Person **Ian Simpkin** Telephone **0417593083**

#### Ownership Details

Owner **Brett Weaver**  
Postal Address **85 Eurack Road, Beeac** Postcode **3251**  
Email **bweaver@live.com.au**  
Contact Person **Brett Weaver** Telephone  
Owner **Suzanne Bezencon**  
Postal Address **85 Eurack Road, Beeac** Postcode **3251**  
Email **suzannebezencon@yahoo.com.au**  
Contact Person **Suzanne Bezencon** Telephone **0409876134**

#### Property Details

Number **85** Street/Road **Eurack Road,** Suburb **Beeac** Postcode **3251**  
Lot/s **1** LP/PS **TP829641A** Volume **10742** Folio **339**  
Crown allotment **117** Section No Parish **Ondit** County  
Municipal District **Colac-Otway Shire**

#### Builder

Name **Ian Simpkin** Telephone **0417593083**  
Address **192 Pound Road, Elliminyt** Postcode **3249**

#### Details of Building Practitioners and Architects

a) To be engaged in the building work<sup>3</sup>

Name	Category/class	Registration Number
Ian Simpkin	Builder	DB-U 9627

(b) Who were engaged to prepare documents forming part of the application for this permit<sup>4</sup>

Name	Category/class	Registration Number
Alexander Bruce Ritchie	Civil Engineer	EC-1825
Rhonda Gard	Draftsperson	DP-AD 1717

**Details of Domestic Building Work Insurance<sup>5</sup>**

The issuer or provider of the required insurance policy is: **VMIA**

Insurance policy number : **C601080**

Insurance policy date : **20/04/2021**

**Details of Relevant Planning Permit**

Planning Permit No: **N/A**

Date of grant of Planning Permit: **N/A**

**Nature of Building Work**

Extension & Alterations to Existing Dwelling

Storeys contains: **1**

Rise in storeys:

Effective height:

Type of construction:

Version of BCA applicable to permit: **2019**

Cost of Building Work: **\$174,891.00**

Total floor area of new building work in m<sup>2</sup>: **46**

**Conditions and required Certificates**

This building permit is issued subject to compliance with all of the conditions as listed in attached Annexures.

**BCA Class**

Part of Building: **Dwelling**

Class: **1a(a)**

**Prescribed Reporting Authorities**

The following bodies are Prescribed Reporting Authorities for the purpose of the application for this permit in relation to the matters set out below:

Reporting Authority	Matter Reported On Or Consented To	Regulation
Colac-Otway Shire	Property Information	51(2)
Colac-Otway Shire	Legal Point of Discharge	133

**Protection Work**

Protection work is not required in relation to the building work proposed in this permit.

**Inspection Requirements<sup>3</sup>**

The mandatory inspection notification stages are:

1. PRE-SLAB INSPECTION
2. SLAB STEEL INSPECTION
3. PAD HOLE INSPECTION
4. FRAME INSPECTION
5. FINAL INSPECTION ON COMPLETION OF ALL BUILDING WORKS

**Occupation or User of Building:** A certificate of final inspection is required prior to the occupation or use of this building.

If an occupancy permit is required, the permit is required for the of the building in relation to which the building work is carried out.

**Commencement and Completion**

This building work must commence by 16 June 2022

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

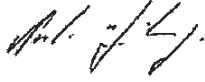
This building work must be completed by 16 June 2023

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

**Relevant Building Surveyor**

Name: Noel Gosling  
Address: 45 Parkers Road Deans Marsh Vic 3235  
Email: noel@njgbuildingsurveyors.com.au  
Building practitioner registration no.: BSU 23052  
Municipal district: Colac-Otway Shire  
Permit no.: BSU 23052/9556472152227

Date of issue of permit: 16 June 2021



#### Notes

- Note 1 Under Regulation 318 an owner of a building of land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units;
- Note 2 Under Regulation 317 the person in charge of the carrying out the building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans and relevant documentation are available for inspection at the allotment while the building works in progress. They must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.
- Note 3 Include building practitioners with continuing involvement in the building work.
- Note 4 Include building practitioners with no further involvement in the building work.
- Note 5 Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an Insurance policy as required under section 135 of The Building Act 1993.

### **Annexures 'A'**

### **Conditions of Approval**

### **Building Permit No. BSU 23052/9556472152227 Issued 16 June 2021**

The building permit for this project has been issued subject to the following conditions and further information being submitted prior to completion of works certificate being issued:

1. The proposed construction site has been designated as a BAL-12.5 in accordance with Clause 5, AS3959,2009. All construction requirements are to comply with these standards.
2. The Electrician is to provide a compliance certificate with the actual wattage usage for all completed works.
3. The storm water is to be discharged to the existing legal point of discharge.
4. A compliance certificate is to be provided by any plumber who undertakes works which exceed \$750.
5. The site has not been designated as a termite zone however it is strongly recommended that termite protection be provided.
6. The building envelope is to have a minimum fall of 50mm over 1 meter around the perimeter of the dwelling.
7. It is the builders responsibility to display site signage together with the Building Permit number and the stamped approved documents are to be on site at all times.





**NJG Building Surveyors**  
45 Parkers Road Deans Marsh Vic 3235  
P: 03 5236 3452 M: 0402447047  
E: noel@njgbuildingsurveyors.com.au  
W: www.njgbuildingsurveyors.com.au

Application Number: BLD20210722

## Form 17

Regulation 200  
**Building Act 1993**  
Building Regulations 2018

### CERTIFICATE OF FINAL INSPECTION

#### Property Details

Number: <b>85</b>	Street/Road: <b>Eurack Road,</b>	Suburb: <b>Beeac</b>	Postcode: <b>3251</b>
Lot/s: <b>1</b>	LP/PS: <b>TP829641A</b>	Volume: <b>10742</b>	Folio: <b>339</b>
Crown allotment: <b>117</b>	Section: <b>No</b>	Parish: <b>Ondit</b>	County:
Municipal District: <b>Colac-Otway Shire</b>			

Inspection Type	Approved Date	Approved Time
PRE-SLAB INSPECTION	8 July 2021	1:30pm
SLAB STEEL INSPECTION	13 July 2021	11:30am
PAD HOLE INSPECTION	13 July 2021	11.30AM
FRAME INSPECTION	9 August 2021	3.35PM
FINAL INSPECTION ON COMPLETION OF ALL BUILDING WORKS	9 May 2022	12.11PM

#### Building permit details

Building permit number: **BSU 23052/9556472152227**  
Version of BCA applicable to building permit: **2019**

#### Description of building work

Part of building to which permit applies	Permitted use	BCA Class of building
Dwelling	Domestic	1a(a)

#### Performance solution

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building or place of public entertainment to which this permit applies:

Relevant performance requirement	Details of performance solution
----------------------------------	---------------------------------

#### Directions to fix building work

All directions to fix building work under Part 4 of the **Building Act 1993** have been complied with.

#### Relevant building surveyor

Name:	Noel Gosling
Address:	45 Parkers Road Deans Marsh Vic 3235
Email:	noel@njgbuildingsurveyors.com.au

Building practitioner registration no.:

**BSU 23052**

Municipal district name:

**Colac-Otway Shire**

Certificate no.

**BSU 23052/9556472152227**

Date of issue:

**16 May 2022**

Date of final inspection

**9 May 2022**

Signature:

A handwritten signature in black ink, appearing to be 'A. J. J.', is written over the signature line.



# Domestic Building Insurance

## Certificate of Insurance

**Brett Weaver, Suzanne Bezencon**

**85 Eurack Rd  
BEEAC  
VIC 3251**

Policy Number:

**C601080**

Policy Inception Date:

**20/04/2021**

Builder Account Number:

**017308**

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

### Policy Schedule Details

Domestic Building Work: **C04: Alterations/Additions/Renovations - Structural**

At the property: **85 Eurack Rd BEEAC VIC 3251 Australia**

Carried out by the builder: **I.D SIMPKIN & M.R SIMPKIN**

Builder ABN: **51403023454**



If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

Registered Building Practitioner Name/Number: **Ian Simpkin/DB-U 9627**

For the building owner(s): **Brett Weaver, Suzanne Bezencon**

Pursuant to a domestic building contract dated: **22/12/2020**

For the contract price of: **\$ 174,891.00**

Type of Cover: **Cover is only provided if the partnership I.D SIMPKIN & M.R SIMPKIN has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order \***

The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses \***

The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy\***

### PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email [dbi@vmia.vic.gov.au](mailto:dbi@vmia.vic.gov.au)

### IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

\* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.

## Period of Cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects\*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects\*

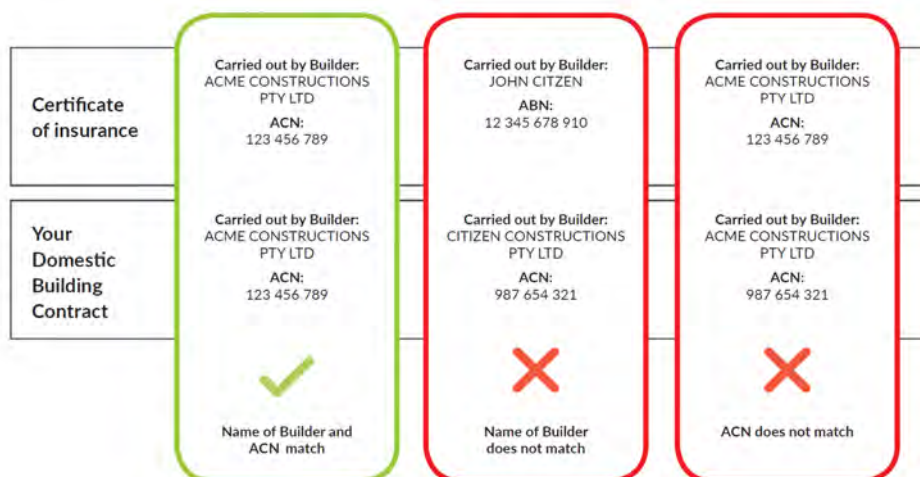
Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

Issued by Victorian Management Insurance Authority (VMIA)

## Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	<b>\$545.00</b>
GST:	<b>\$54.50</b>
Stamp Duty:	<b>\$59.95</b>
<b>Total:</b>	<b>\$659.45</b>

**If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424**  
*Below are some example of what to look for*



**Form 2**  
**Building Act 1993**  
**BUILDING REGULATIONS 2006**



**BUILDING PERMIT**

428a New Street,  
Brighton, 3186  
Phone: 9530 6685  
Fax: 9530 6871

Email: [admin@redtextas.com.au](mailto:admin@redtextas.com.au)  
ABN: 59 579 698 412  
ACN: 101 154 009  
**[www.redtextas.com.au](http://www.redtextas.com.au)**

**Issued to agent:** Tim Sprague  
Kiama Pools Pty Ltd  
Factory 17, 34 Christensen Street CHELTENHAM 3192  
Phone: 0413 948 382

**Owner details:** Suzanne Bezencon & Brett Weaver  
85 Eurack Road BEEAC 3251  
Phone: 0409 876 134

**Builder details:** Tim Sprague  
Kiama Pools Pty Ltd  
Factory 17, 34 Christensen Street CHELTENHAM 3192  
Phone: 0413 948 382      Mobile: 0413 948 382

**Property details:** **85 Eurack Road BEEAC 3251**  
Lot: 1      LP/PS: 829641A      Volume: 10742      Folio: 339

**Municipal district:** Colac-Otway Shire Council

**Details of Building Practitioners engaged in the building works:**

Name: Tim Sprague      Company: Kiama Pools Pty Ltd      Reg. No.: DBL 30525

**Details of Building Practitioners and Architects engaged in the design works:**

Type	Reg.num	Name
Builder	DBL 30525	Tim Sprague
Structural Engineer	EC-41354	Arosha Gooneratne

**Details of domestic building work insurance:**

QBE Builders Warranty      Policy No.: 410055704BWI-81      Issue date: 01/06/2017

**Nature of building work:**

**Inground concrete swimming pool and associated safety barriers**

Stage of building work permitted:	0	Building classification:	10bi
Total cost of building work:	\$103,301	Stage cost of building works:	\$103,301
Building levy for stage:	\$132.20	Energy requirements:	Refer to plans
Allotment area:	93730m <sup>2</sup>	Floor area of building works:	0m <sup>2</sup>

**Inspection requirements:**

Footings  
Pool steel  
Final inspection for Final Certificate

**Occupation or Use of Building:**

A certificate of final inspection is required prior to the occupation or use of this building.

**Commencement and completion:**

This building work must commence by: 30/06/2018  
This building work must complete by: 6 months after date of commencement

**Conditions of Permit:**

1. Display of Building Permit is required as per requirements of Reg 317 of Building Regulations.
2. The deck and pergola are not part of this building permit.
3. The swimming pool must not be water filled until final inspection certificate has been issued. Typically, a temporary fencing is erected around the pool shell which would remain during construction period.
4. The swimming pool concrete shell must be installed as soon as possible after excavation to ensure



- stability. The builder must not continue with pool excavation if excessive cave ins occur on site.
5. All shoring installations that are required to the pool excavation must be approved by the building surveyor.
  6. Concrete pool installation must be strictly in accordance with the design plans including provisions for water recirculation system , hydraulics and site drainage. Water recirculation system is to be plumbed as per AS 1926.3, including a child resistant lid to skimmer box.
  7. Appropriate details of the swimming pool safety barrier must be provided for approval prior to installation of the fencing. This includes any change to the pool safety barrier.
  8. The pool safety fencing must strictly comply with AS 1926-2012 ( Part 3.9.3, 2016 NCC Volume 2).
  9. The swimming pool must be placed in natural (and not highly reactive) soils, unless specifically designed by engineer. The pool builder must contact the design engineer and building surveyor if any doubts occur after excavation.
  10. Filter backwash is to be connected to the sewer system by a registered plumber or installation of a cartridge filter system.
  11. Without specific consent from the neighboring owners, the existing boundary fencing must be retained and fully maintained. The pool excavation must not undermine any existing structures including fencing and outbuildings on the subject or adjoining lands.
  12. The builder and owner are both responsible to maintain the building permit to ensure that works are completed within the allowed time frame. (Building Regulation 315 - Swimming pool permits lapse 6 months after work commencement).
  13. The pool builder (or person in charge of the building work) must notify the RBS that construction of the swimming pool has commenced (typically at the pool reinforcement steel inspection).
  14. The Domestic Building Contracts & Tribunal Act 1995 including home warranty insurance policy applies to this work. The builder's warranty insurance certificate forms part of this building permit.
  15. The builder is required to apply to Colac-Otway Shire Council for any site services permits, including: crossovers, street openings, stormwater connections and public protection in the street such as hoardings and gantries. All other permits from relevant authorities must be obtained prior to the commencement of any building work. These permits include (but not limited to): asset protection, tree removals, plumbing applications, etc.
  16. The building permit has been issued pursuant to the Building Act 1993, the Building Regulations 2006 and the Building Code of Australia 2016.
  17. This building permit is not evidence that the design complies with any restrictive covenant or encumbrance over the land. It is the owners responsibility to ensure compliance with any encumbrance on the title and, in some cases, may need to seek legal advice prior to commencing any some building works.
  18. Prior to commencing these building works, the owner or builder must consult with the relevant sewerage authority to ensure that these works do not affect any drains or sewers and compliance with the relevant Regulations. i.e, appropriate offset of building from existing assets.
  19. Any variation to the approved building permit and plans must be submitted to the office of red textas prior to construction works taking place. Variations must be approved in writing and will form part of the building permit from that point (approval date) onwards.

#### Relevant Building Surveyor

Michael Shaw  
Red Textas Consulting Building Surveyors  
Permit No.: 20170779 / 0

Registration Number: BSU 1165  
Address: 428a New Street, Brighton 3186  
Date of Issue: 30/06/2017

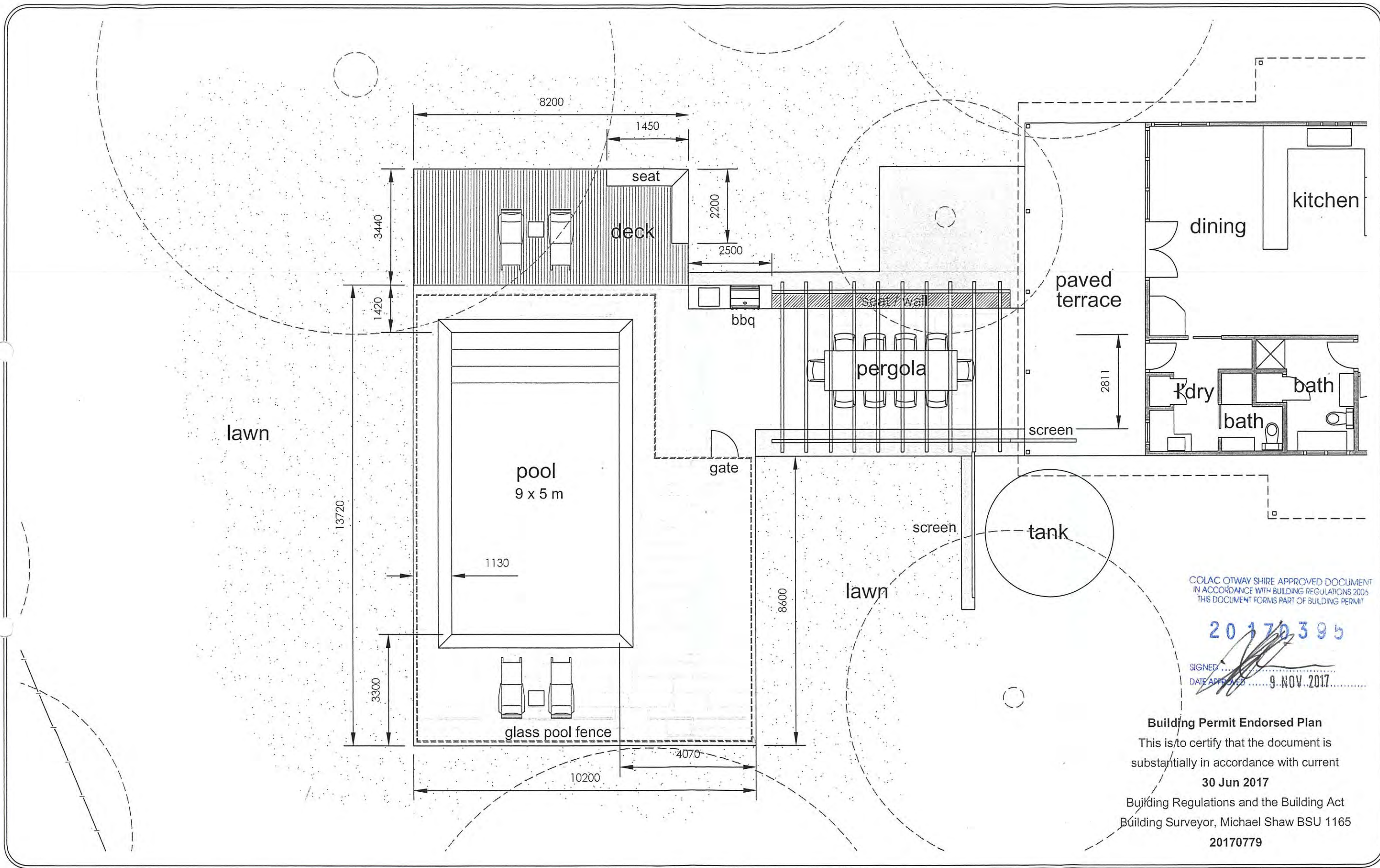
Signature



#### NOTES:

1. Under regulation 317 the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress. They must also take all reasonable steps to ensure that the registration numbers and contract details of the builder and building surveyor and the number and date of issue of the permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.
2. Under regulation 318 an owner of a building or land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
3. Domestic builders carrying out domestic building work forming part of the permit (where the contract price for that work is more than \$16,000) must be covered by an insurance policy as required under section 135 of the Building Act 1993.
4. Maximum number of inspections allowed without additional charge is 0. Extra inspections carried out at a rate of \$110 plus gst.
5. Additional fees will be payable for the issue of a Variation of Building Permit, Building Notices, Building Orders, and any additional reports not specified.





COLAC OTWAY SHIRE APPROVED DOCUMENT  
IN ACCORDANCE WITH BUILDING REGULATIONS 2005  
THIS DOCUMENT FORMS PART OF BUILDING PERMIT

20170395

SIGNED .....  
DATE APPROVED 9 NOV 2017

**Building Permit Endorsed Plan**

This is/ to certify that the document is  
substantially in accordance with current

**30 Jun 2017**

Building Regulations and the Building Act  
Building Surveyor, Michael Shaw BSU 1165

**20170779**

TITLE	CLIENT
Landscape Concept	Bezencon / Weaver Residence
LOCATION	CONSULTANT
85 Eurack Road, Beeac	Facet Design Ph 52 633 522 14 Harvey Street Anglesea VIC 3230 Mob 0409 426 002

**facetDesign**  
LANDSCAPE ARCHITECTURE ABN 81 974 692 764

ISSUE	DESCRIPTION	DATE	DRAWN BY.	REFERENCE No.	NORTH POINT	DRAWING No
			DW	2017 13		<b>L01</b>
			CHECKED BY.	CAD Filename.		
			DW			
			DATE	SCALE		
			May 2017	1:100 @ A3		ISSUE 1



Project: Pergola  
Address: 85 Eurack Road, Beeac, 3251  
Client: S. Bezencon & B. Weaver  
Drawing Issue: Issued for Construction  
Issue Date: October 2017

DRAWING LIST	
DWG No.	Drawing Name
A001	Cover
A002	Site Plan
A003a	Floor Plan
A003b	Structural Framing Plan
A004a	Elevations - Pergola
A004b	Elevations - Pool Deck
A005a	Sections - Pergola
A005b	Sections - Pool Deck

General Notes (NCC 2016 BCA VOL 2)

All materials and work practices shall comply with, but not limited to the Building Interim Regulations 2017, National Construction Code Series 2016 Building Code of Australia Vol 2 and all relevant current Australian Standards (as amended) referred to therein.

Unless otherwise specified, the term BCA shall refer to National Construction Code Series 2016 Building Code of Australia Volume 2.

All materials and construction practice shall meet the Performance Requirements of the BCA. Where a performance solution is proposed then, prior to implementation or installation, it first must be assessed and approved by the Relevant Building Surveyor as meeting the Performance Requirements of the BCA.

Glazing, including safety glazing, shall be installed to a size, type and thickness so as to comply with:

- BCA Part 3.6 for Class 1 and 10 Buildings within a design wind speed of not more than N3; and
- BCA Vol 1 Part B1.4 for Class 2 and 9 Buildings.

Waterproofing of wet areas, being bathrooms, showers, shower rooms, laundries, sanitary compartments and the like shall be provided in accordance with AS 3740-2010: Waterproofing of Domestic Wet Areas.

These Drawings shall be read in conjunction with any House Energy Rating (HERS) report and shall be constructed in accordance with the stamped plans endorsed by the accredited Thermal Performance Assessor without alteration.

Step sizes (other than for spiral stairs) to be:

- Risers (R) 190mm maximum and 115mm minimum
- Going (G) 355mm maximum and 240mm minimum
- 2R + 1G = 700mm maximum and 550mm minimum
- with less than 125mm gap between open treads.

All treads, landings and the like to have a slip-resistance classification of P3 or R10 for dry surface conditions and P4 or R11 for wet surface conditions, or a nosing strip with a slip-resistance classification of P3 for dry surface conditions and P4 for wet surface conditions.

Provide barriers where change in level exceeds 1000mm above the surface beneath landings, ramps and/or treads. Barriers (other than tensioned wire barriers) to be:

- 1000mm min. above finished surface level of balconies, landings or the like, and
- 865mm min. above finished surface level of stair nosing or ramp, and
- vertical with less than 125mm gap between, and
- any horizontal element within the barrier between 150mm and 760mm above the floor must not facilitate climbing where changes in level exceeds 4000mm above the surface beneath landings, ramps and/or treads.

Wire barrier construction to comply with NCC 2016 BCA Part 3.9.2.3 for Class 1 and 10 Buildings and NCC 2016 BCA Volume 1 Part D2.16 for other Classes of Buildings.

Top of hand rails to be minimum 865mm vertically above stair nosing and floor surface of ramps.

Window sizes nominated are nominal only. Actual size may vary according to manufacturer. Windows to be flashed all around.

Where the building (excludes a detached Class 10) is located in a termite prone area the building is to be provided with a termite management system.

Concrete stumps:

- up to 1400mm long to be 100mm x 100mm (1 No. H.D. Wire)
- 1401mm to 1800mm long to be 100mm x 100mm (2 No. H.D. Wires)
- 1801mm to 3000mm long to be 125mm x 125mm (2 No. H.D. Wires)
- 100mm x 100mm stumps exceeding 1200mm above ground level to be braced where no perimeter base brickwork provided.

Buildings in marine or other exposure environments shall have masonry units, mortar and all built in components and the like complying with the durability requirements of Table 4.1 of AS 4773.1-2010 'Masonry in small buildings' Part 1: Design.

All stormwater to be taken to the legal point of discharge to the Relevant Authorities approval.

These drawings shall be read in conjunction with all relevant structural and all other consultants' drawings/details and with any other written instructions issued in the course of the contract.

Site plan measurements in metres – all other measurements in millimetres unless noted otherwise.

Figured dimensions take precedence over scaled dimensions.

The Builder shall take all steps necessary to ensure the stability and general water tightness of all new and/or existing structures during all works.

The Builder and Subcontractors shall check and verify all dimensions, setbacks, levels and specifications and all other relevant documentation prior to the commencement of any works. Report all discrepancies to this office for clarification.

Installation of all services shall comply with the respective supply authority requirements.

The Builder and Subcontractor shall ensure that all stormwater drains, sewer pipes and the like are located at a sufficient distance from any buildings footing and/or slab edge beams so as to prevent general moisture penetration, dampness, weakening and undermining of any building and its footing system.

These plans have been prepared for the exclusive use by the Client of "Meenks Ink" ('The Designer') for the purpose expressly notified to the Designer. Any other person who uses or relies on these plans without the Designer's written consent does so at their own risk and no responsibility is accepted by the Designer for such use and/or reliance.

A building Permit is required prior to the commencement of these works. The release of these documents is conditional to the Owner obtaining the required Building Permit.

The Client and/or the Client's Builder shall not modify or amend the plans without the knowledge and consent of Paul Meenks except where a Registered Building Surveyor makes minor necessary changes to facilitate the Building Permit application and that such changes are promptly reported back to Paul Meenks.

The approval by this office of a substitute material, work practice, variation or the like is not an authorisation for its use or a contract variation. All variations must be accepted by all parties to the agreement and where applicable the Relevant Building Surveyor prior to implementing any variation.

**STORMWATER:**  
100mm DIA. Class 6 UPVC stormwater line laid to a minimum grade of 1:100 and connected to the legal point of stormwater discharge. Provide inspection openings at 9000mm C/C and at each change of direction.

The cover to underground stormwater drains shall be not less than

- 100mm under soil
- 50mm under paved or concrete areas
- 100mm under unreinforced concrete or paved driveways
- 75mm under reinforced concrete driveways

SITE ENVIRONMENT DESIGN INFORMATION:

**BASED ON PLANNING OVERLAYS, THIS SITE IS DESIGNATED AS A BUSHFIRE PRONE AREA**  
**Site Bushfire Attack Assessment (simplified method)**  
Reference document 'AS 3959-2009 construction of buildings in bush fire prone areas'  
Relevant Fire Danger Index (FDI) - 100  
Predominate vegetation:-  
Classification - G  
Type - roads, footpaths, buildings, sown pasture, managed grassland, maintained lawns, wind breaks.  
Distance of site from predominate vegetation - within 100m  
Effective slope of land - flat land  
Determination of Bushfire Attack Level (BAL)- LOW - There is insufficient risk to warrant specific construction requirements

**SITE CLASSIFICATION**  
ASSUMED SITE CLASSIFICATION AS CLASS 'M'

**DESIGN GUST WIND SPEED / WIND CLASSIFICATION**  
Building tie-downs to be provided in accordance with AS1684-2010 for an assumed design gust wind speed/wind classification of N1(subject to confirmation on site by Relevant Building Surveyor at first inspection) refer to AS1684 for construction requirements.

**CLIMATE ZONE**  
Climate zone for thermal design / thermal performance assessment : Zone 6

**CORROSION PROTECTION OF BUILT-IN STRUCTURAL MEMBERS**  
Provide corrosion protection of built-in structural steel members such as steel lintels, shelf angles, connectors, accessories (other than wall ties) in accordance with Table 4.1 of AS4773.1-2010 Masonry in Small Buildings, Part 1: Design suitable for an Environment Classification of Low

**CORROSION PROTECTION FOR SHEET ROOFING**  
Provide corrosion protection for sheet roofing in accordance with BCA Table 3.5.1.1a suitable for an Environment Classification of Low

Municipality  
Colac Otway Shire Ph 5232 9400  
  
Relevant Building Surveyor  
Colac Otway Shire Ph 5232 9400

COLAC OTWAY SHIRE APPROVED DOCUMENT  
IN ACCORDANCE WITH BUILDING REGULATIONS 2006  
THIS DOCUMENT FORMS PART OF BUILDING PERMIT

20170395  
SIGNED  
DATE APPROVED 9 NOV 2017

Revision Schedule		
Revision	Issue:	Date
A	Client Brief	25/09/2017
B	Preliminary Working Drawings	02/10/2017
C	Construction Issue	10/10/2017
D		

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This drawing is Copyright and property of the Designer and must not be retained, used or copied for any other project without the Designer's written authority.



**Meenks Ink**  
Design & Drafting  
Registered Building Practitioner  
DP-AD 45288

**Paul Meenks**  
Building Designer

0427 008 190  
paul.meenks@bigpond.com



MEMBER  
bdav  
Building Designers  
Association Victoria

**Issued for Construction**

THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS WITH SITE CONDITIONS AND REFER ANY DISCREPANCIES TO THE BUILDER/DESIGNER PRIOR TO COMMENCING WORK.  
DO NOT SCALE DRAWING.

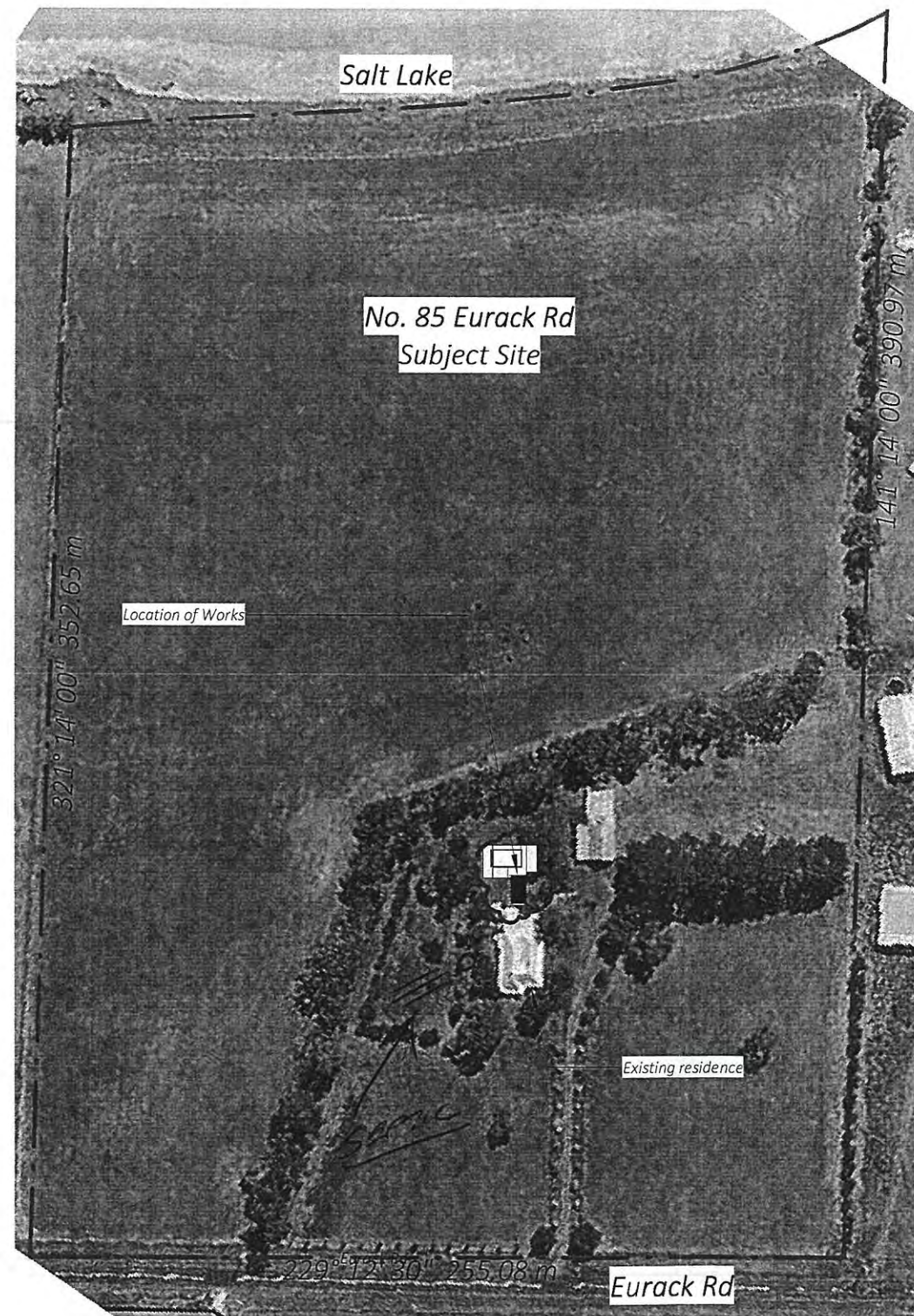
WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS. ALL ANOMALIES SHALL BE REFERRED TO THE BUILDER/DESIGNER FOR CLARIFICATION BEFORE PUTTING WORK IN HAND.

ALL CARE HAS BEEN TAKEN TO ENSURE THE ACCURACY OF EXISTING CONDITIONS, EXACT SCOPE OF WORKS MAY VARY AS A RESULT OF UNFORESEEABLE FACTORS WITHIN ENCLOSED SPACES OF STRUCTURE OF BUILDING.

C:\Users\Paul\Desktop\Work\Ink Design\design jobs\2017\17-020 - S. BEZENCON & B. WEAVER\_EURACK RD\_BEEAC\REVIT\17-020 - 85 EURACK RD\_BEEAC\_SD\_Rev A.rvt

CLIENT: S. Bezencon & B. Weaver	SHEET No: A001
PROJECT: Pergola	PROJECT No: 17-020
ADDRESS: 85 Eurack Road, Beeac, 3251	
DWG TITLE: Cover	
DATE: October 2017	SCALE: 1 : 100





Site - Proposed

Scale: 1 : 2000

# **SITE NOTES:**

Levels shown are approximate only & should be checked on site prior to any works commencing. Site levels taken are in relation to existing floor height. Floor height RL = +10.000.

Builder to allow to cut, fill & grade site as required to achieve floor levels as proposed. Floor levels shown are finished floor levels.

All paving & ground levels are to grade away from the building at a 1:100 gradient.

Downpipes & all stormwater collection points are to be connected to the legal point of discharge to the satisfaction of the local authorities.

COLAC OTWAY SHIRE APPROVED DOCUMENT  
IN ACCORDANCE WITH BUILDING REGULATIONS 2005  
THIS DOCUMENT FORMS PART OF BUILDING PERMIT

20170395

SIGNED: [Signature]  
DATE APPROVED: 9 NOV 2017

## **Area Schedule (New Construction)**

Name	Area
Decking	87.35 m <sup>2</sup>
Pergola	49.73 m <sup>2</sup>
Grand total	137.08 m <sup>2</sup>



Revision Schedule		
Revision	Issue:	Date
A	Client Brief	25/09/2017
B	Preliminary Working Drawings	02/10/2017
C	Construction Issue	10/10/2017
D		

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This drawing is Copyright and property of the Designer and must not be retained, used or copied for any other project without the Designer's written authority.

**Meenks Ink**  
Design & Drafting  
Registered Building Practitioner  
DP-AD 45288

**Paul Meenks**  
Building Designer

0427 008 190  
paulmeenks@bigpond.com

MEMBER

Building Designers Association Victoria

**Issued for Construction**

THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS WITH SITE CONDITIONS AND REFER ANY DISCREPANCIES TO THE BUILDER/DESIGNER PRIOR TO COMMENCING WORK.  
DO NOT SCALE DRAWING.

WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS. ALL ANOMALIES SHALL BE REFERRED TO THE BUILDER/DESIGNER FOR CLARIFICATION BEFORE PUTTING WORK IN HAND.  
ALL CARE HAS BEEN TAKEN TO ENSURE THE ACCURACY OF EXISTING CONDITIONS, EXACT SCOPE OF WORKS MAY VARY AS A RESULT OF UNFORESEEABLE FACTORS WITHIN ENCLOSED SPACES OF STRUCTURE OF BUILDING.

**CLIENT:** S. Bezencon & B. Weaver

**PROJECT:** Pergola

**ADDRESS:** 85 Eurack Road, Beeac, 3251

**DWG TITLE:** Site Plan

**DATE:** October 2017

**PROJECT No:** 17-020

**SCALE:** As indicated

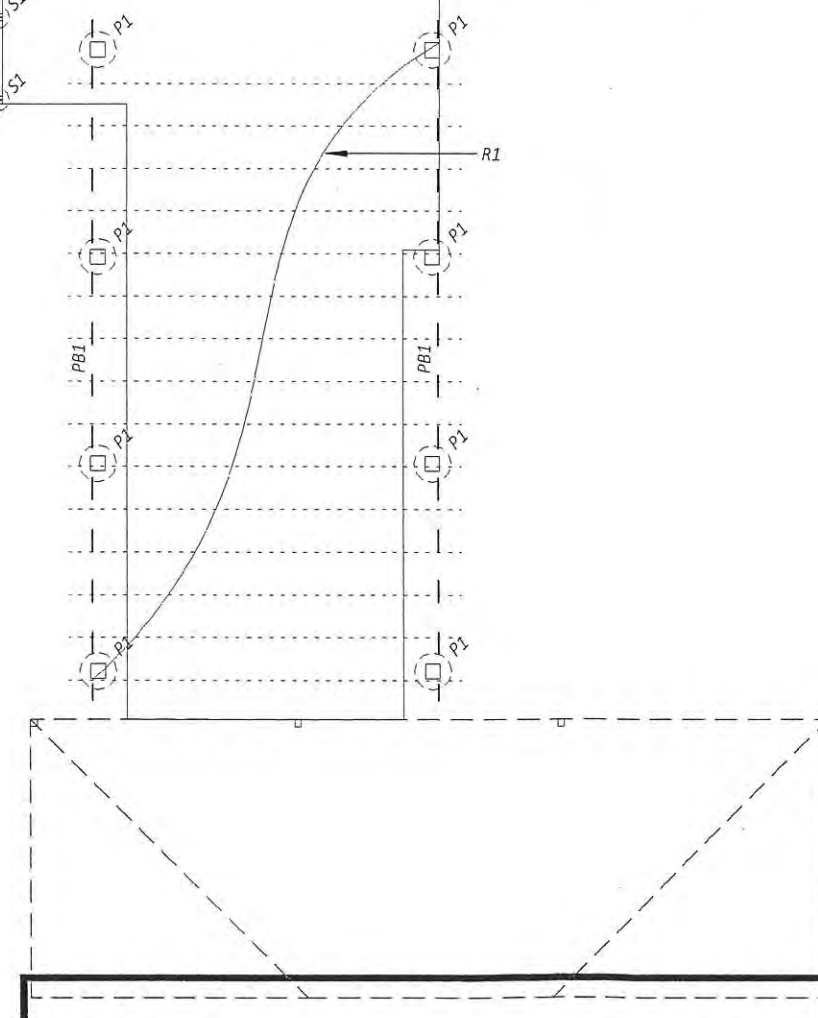
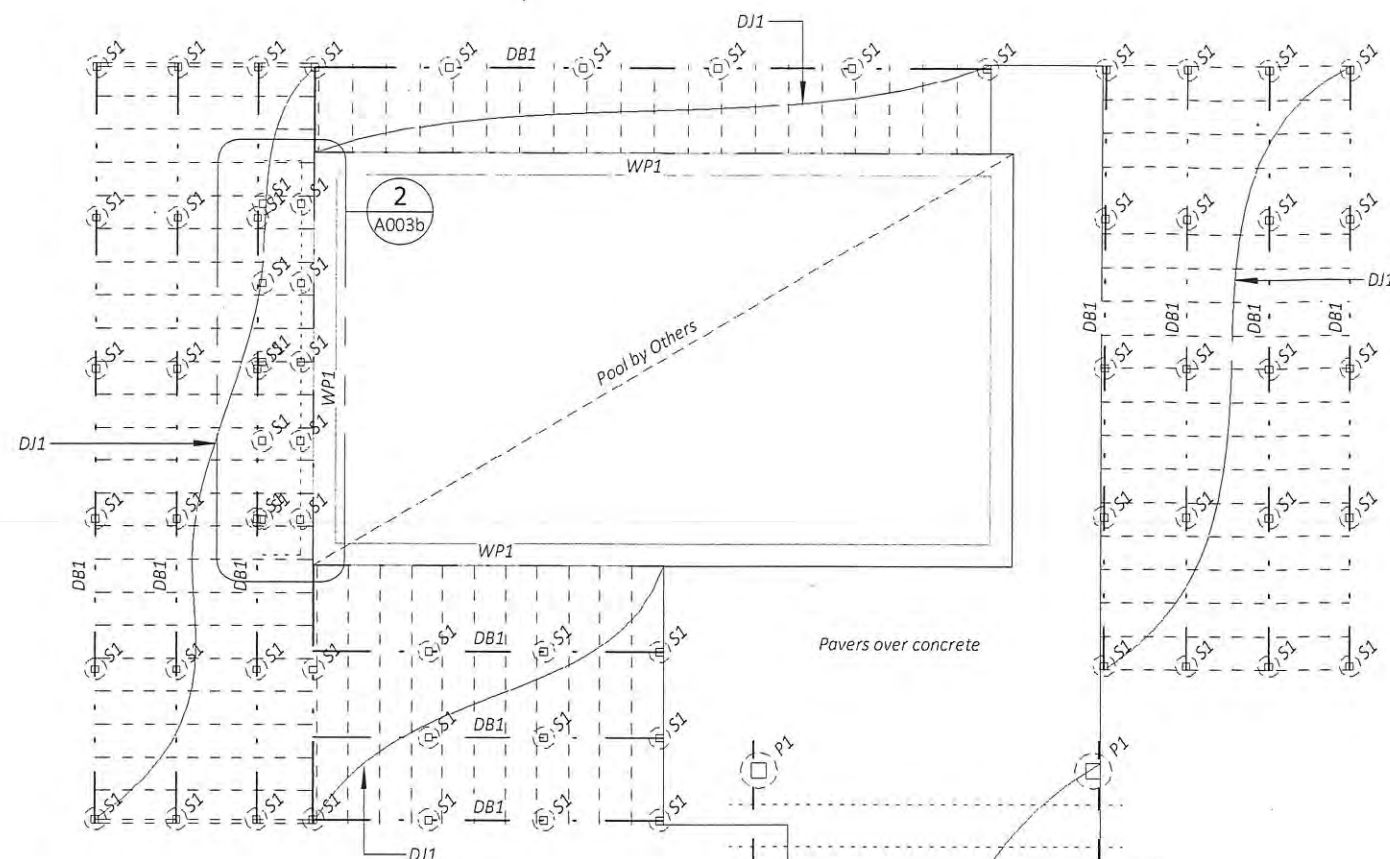
**SHEET No:**

**A002**









Pool Cover Framing Plan

Scale: 1:50

### STRUCTURAL FRAMING LEGEND:

- PB1 = 200 x 50mm F7 cypress pine pitching beams. Max span 2800mm
- R1 = 200 x 50mm F7 cypress pine rafters @ max 600mm spacing. Max span 4800mm. Fixed to verandah beams.
- P1 = 200 x 200mm cypress pine post with 500mm  $\varnothing$  x 900mm deep mass pad footing.
- S1 = 100x100mm cypress pine stump with 300mm  $\varnothing$  x 250mm deep Pad Footing.
- DB1 = 2/140x45mm H3 treated MGP10 floor bearers @ Max 1250mm Ctrs & 2000mm max continuous span.
- DJ1 = 90x45mm H3 treated MGP10 floor joists @ max 450mm ctrs & 1250mm max continuous span.
- WP1 = 140x45mm treated MGP10 timber waler fixed to pool shell @ 600mm ctrs. Use epoxy grouted anchor type only. Ensure hole is thoroughly cleaned and completely filled with epoxy.
- PC1 = 140x45mm H3 treated MGP10 pool cover joists @ max 1100mm ctrs & 600mm max single span.
- PCB1 = 2/140x45mm H3 treated MGP10 floor joists @ max 600mm ctrs & 1100mm max continuous span.

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IN ACCORDANCE WITH BUILDING REGULATIONS 2005  
THIS DOCUMENT FORMS PART OF BUILDING PERMIT

20170300

SIGNED: [Signature]  
DATE APPROVED: 9 NOV 2017



### Structural Framing Plan

Scale: 1:100

Revision Schedule		
Revision	Issue:	Date
A	Client Brief	25/09/2017
B	Preliminary Working Drawings	02/10/2017
C	Construction Issue	10/10/2017
D		

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**Meenks Ink**  
Design & Drafting  
Registered Building Practitioner  
DP-AD 45288

**Paul Meenks**  
Building Designer

0427 008 190  
paul.meenks@bigpond.com

MEMBER

Building Designers Association Victoria

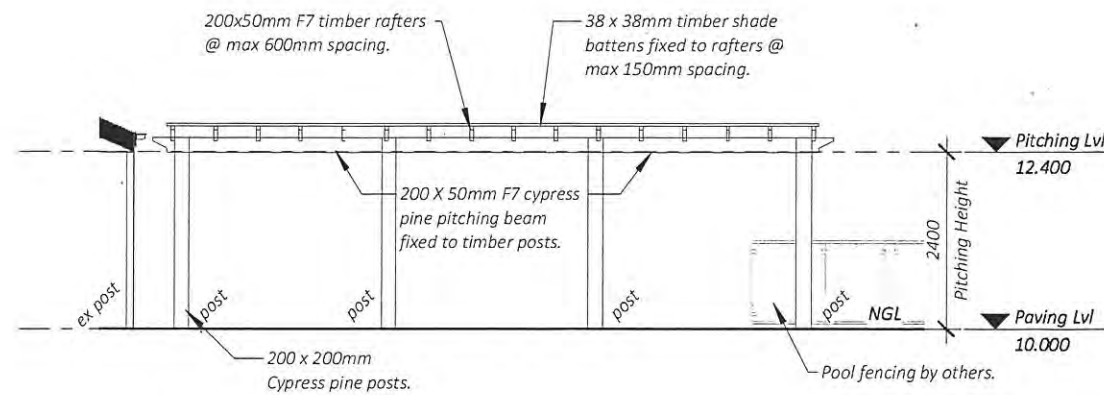
**Issued for Construction**

THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS WITH SITE CONDITIONS AND REFER ANY DISCREPANCIES TO THE BUILDER/DESIGNER PRIOR TO COMMENCING WORK.  
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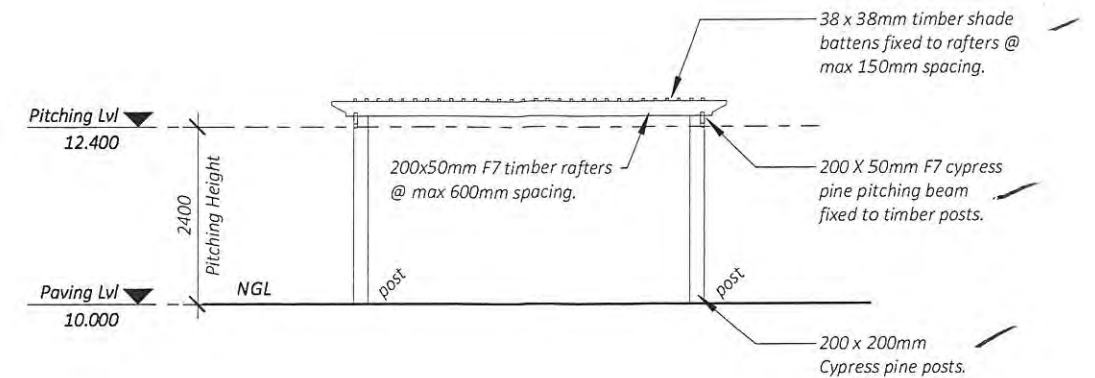
CLIENT: S. Bezencon & B. Weaver	SHEET No: A003b
PROJECT: Pergola	PROJECT No: 17-020
ADDRESS: 85 Eurack Road, Beec, 3251	
DWG TITLE: Structural Framing Plan	
DATE: October 2017	SCALE: As indicated





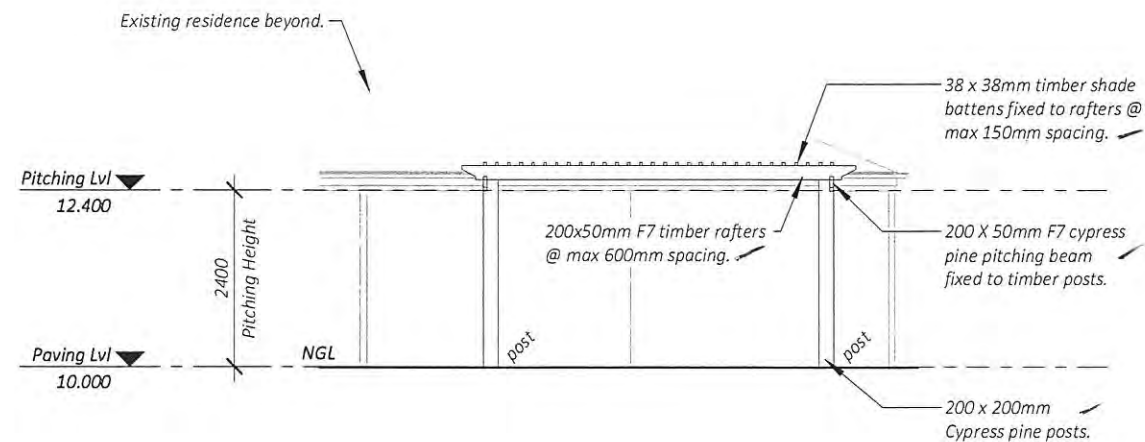
East Elevation - Pergola

Scale: 1 : 100



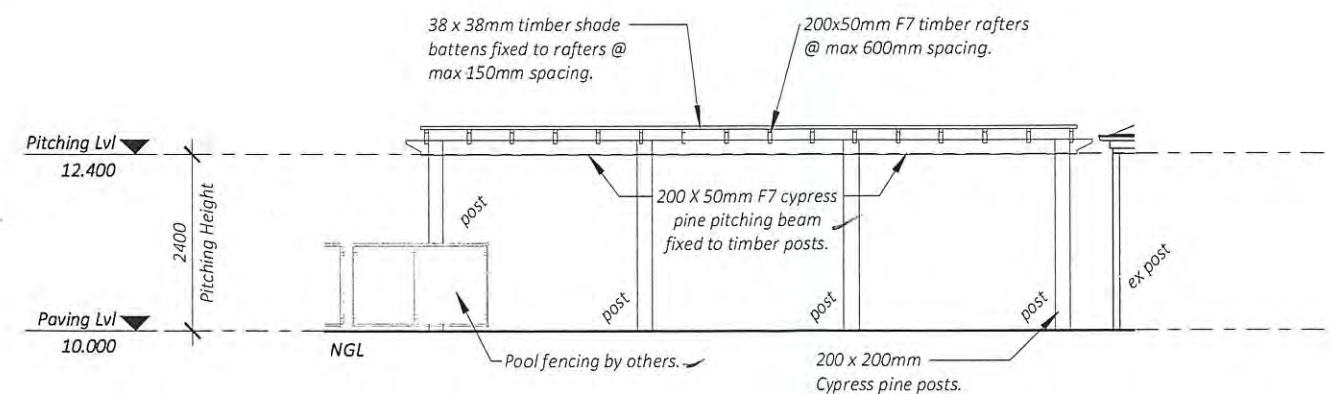
South Elevation

Scale: 1 : 100



North Elevation - Pergola

Scale: 1 : 100



West Elevation - Pergola

Scale: 1 : 100

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20170395

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DATE APPROVED: 9 NOV. 2017

Revision Schedule		
Revision	Issue:	Date
A	Client Brief	25/09/2017
B	Preliminary Working Drawings	02/10/2017
C	Construction Issue	10/10/2017
D		

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DP-AD 45288

**Paul Meenks** 0427 008 190  
Building Designer paul.meenks@bigpond.com

MEMBER  
bdqv  
Building Designers Association Victoria

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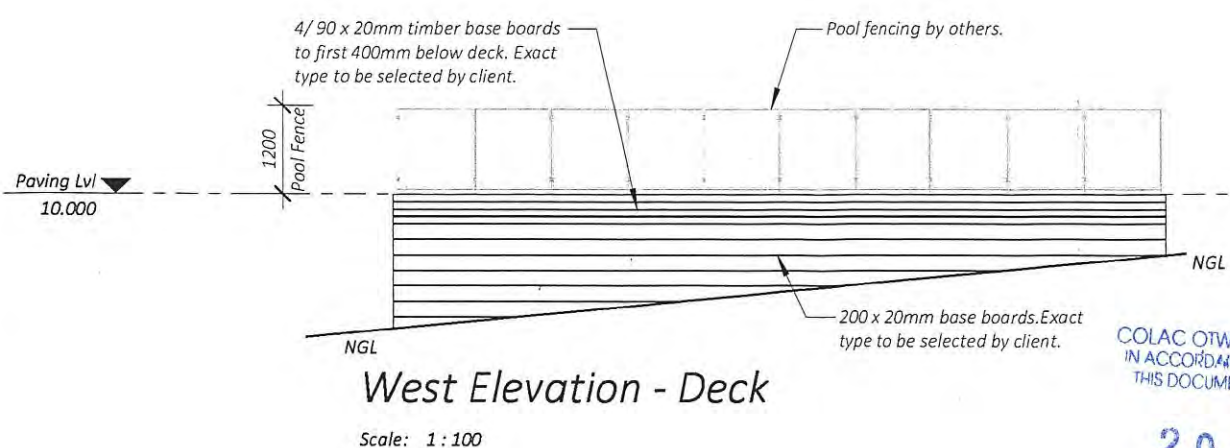
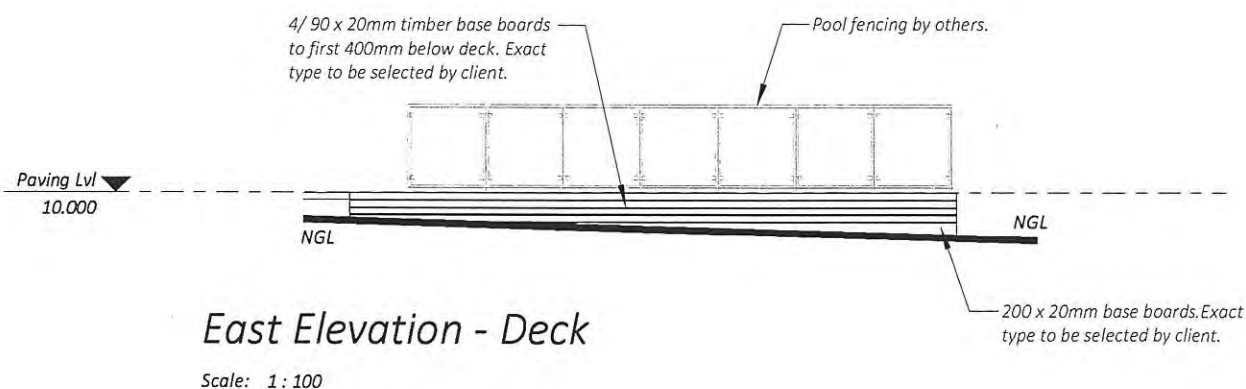
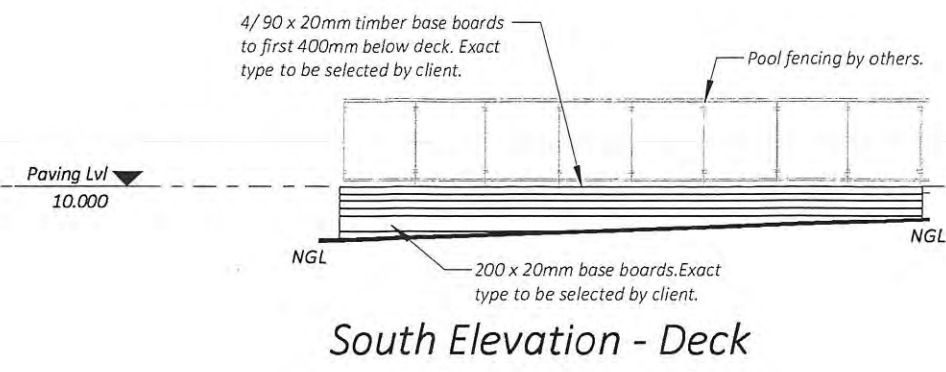
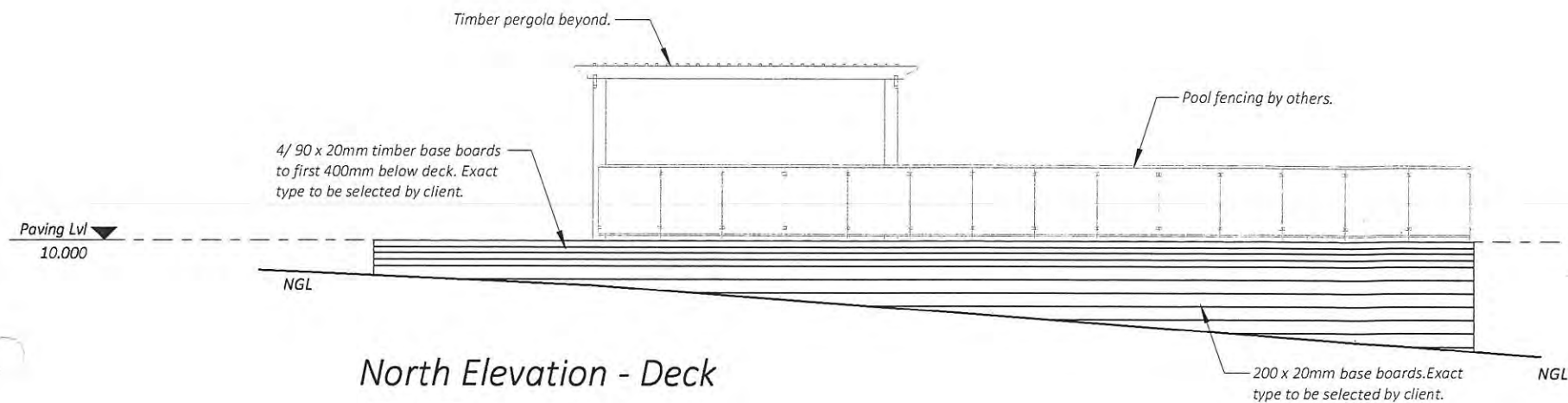
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CLIENT: S. Bezencon & B. Weaver  
PROJECT: Pergola  
ADDRESS: 85 Eurack Road, Beeac, 3251  
DWG TITLE: Elevations - Pergola  
DATE: October 2017

PROJECT No: 17-020  
SCALE: 1 : 100

SHEET No:  
**A004a**



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20170395  
SIGNED: [Signature]  
DATE APPROVED: 9 NOV 2017

Revision Schedule		
Revision	Issue:	Date
A	Client Brief	25/09/2017
B	Preliminary Working Drawings	02/10/2017
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D		

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**Paul Meenks**  
Building Designer

0427 008 190  
paul.meenks@bigpond.com

MEMBER  
bdav  
Building Designers Association Victoria

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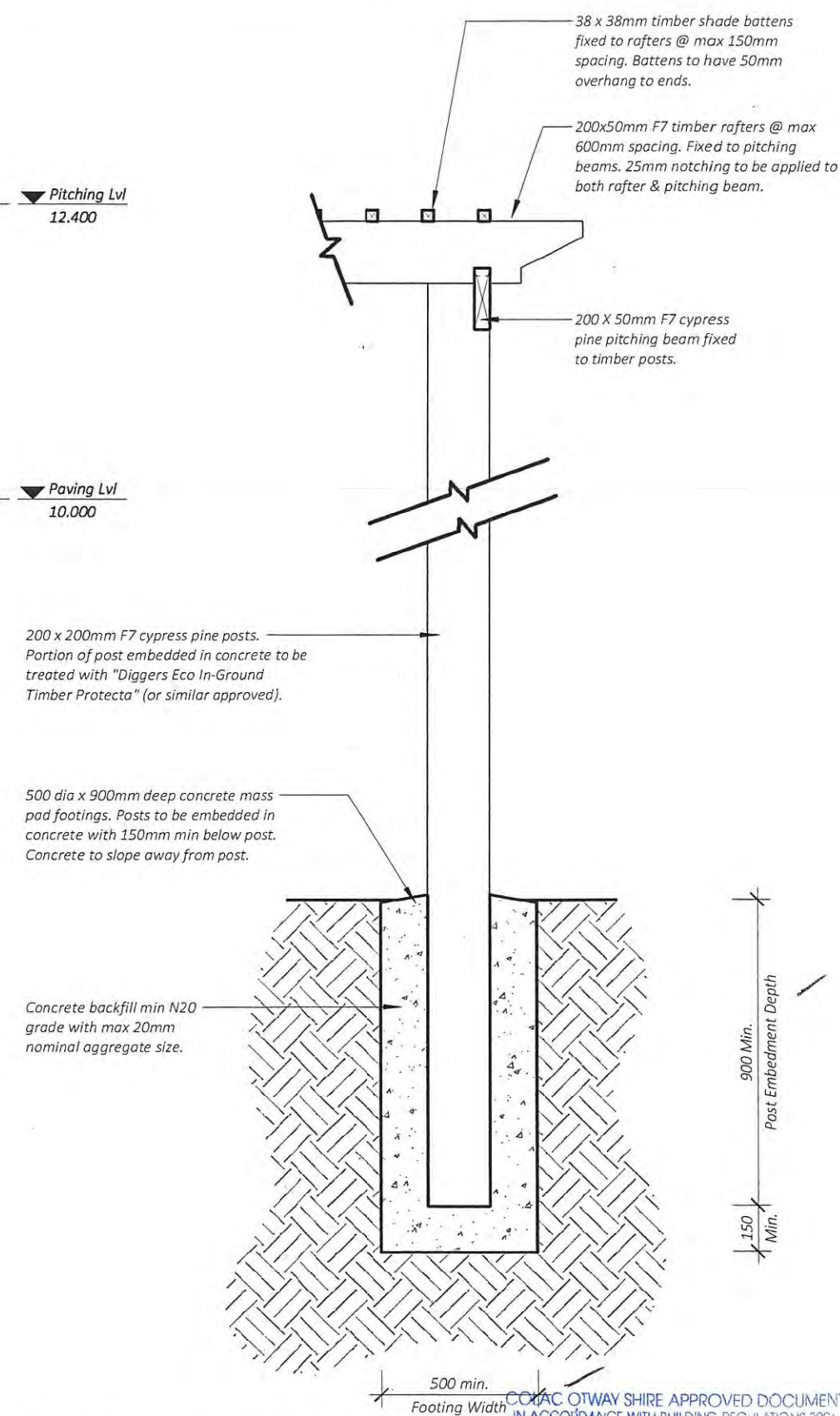
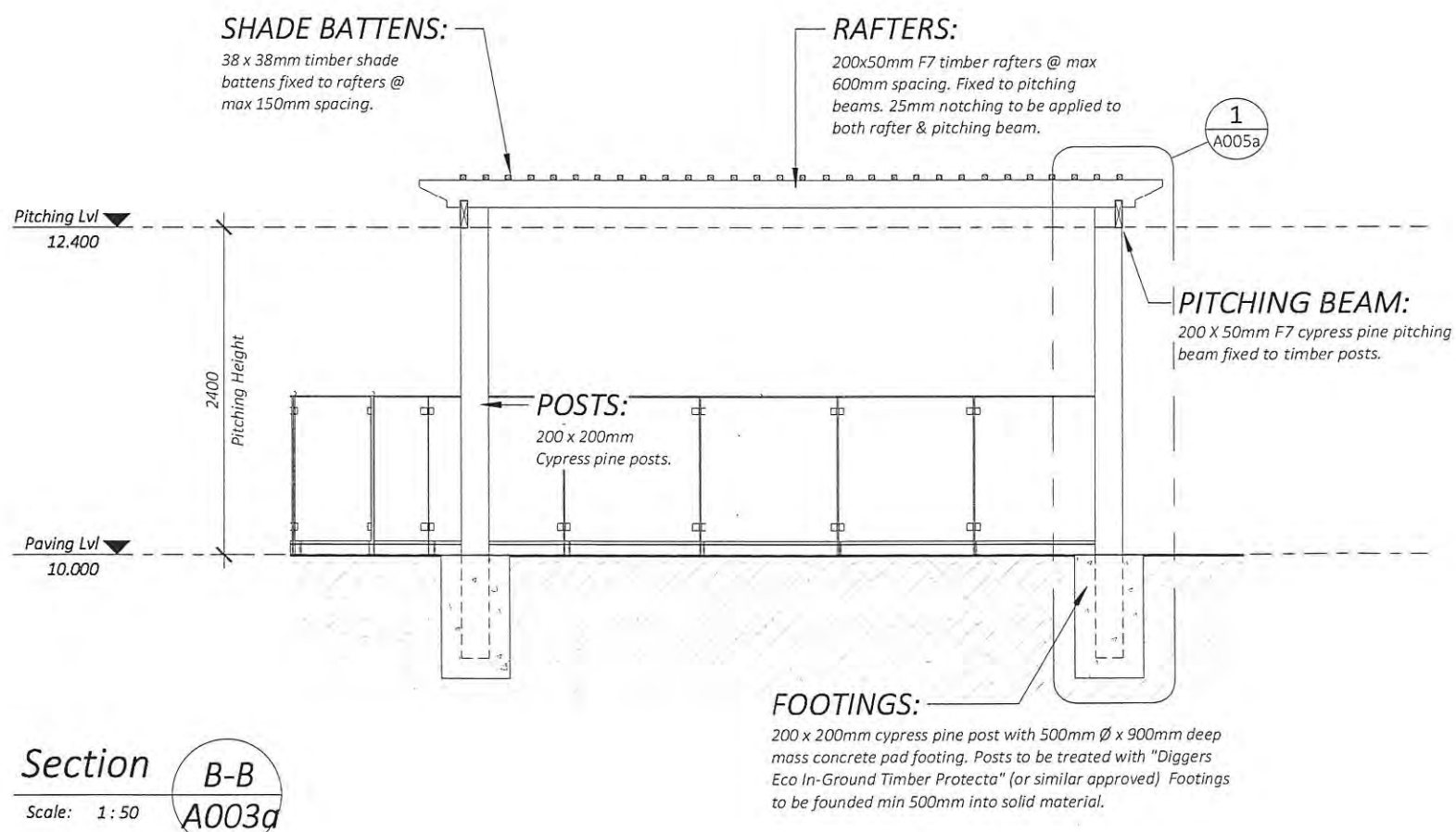
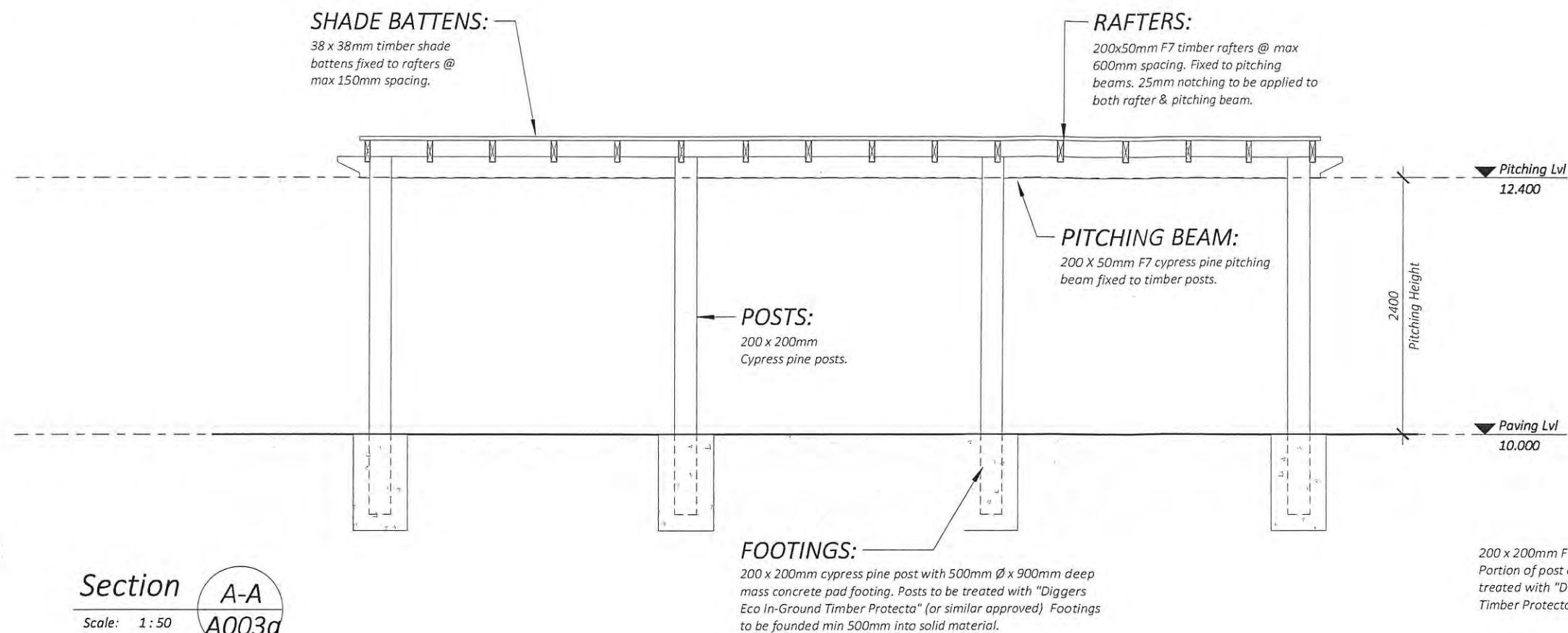
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CLIENT: S. Bezencon & B. Weaver	PROJECT No: 17-020	SHEET No: A004b
PROJECT: Pergola		
ADDRESS: 85 Eurack Road, Beeac, 3251		
DWG TITLE: Elevations - Pool Deck		
DATE: October 2017	SCALE: 1:100	





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20170388

SIGNED  
DATE APPROVED 9 NOV 2017

Revision Schedule		
Revision	Issue	Date
A	Client Brief	25/09/2017
B	Preliminary Working Drawings	02/10/2017
C	Construction Issue	10/10/2017
D		

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0427 008 190  
paul.meenks@bigpond.com

MEMBER  
bdav  
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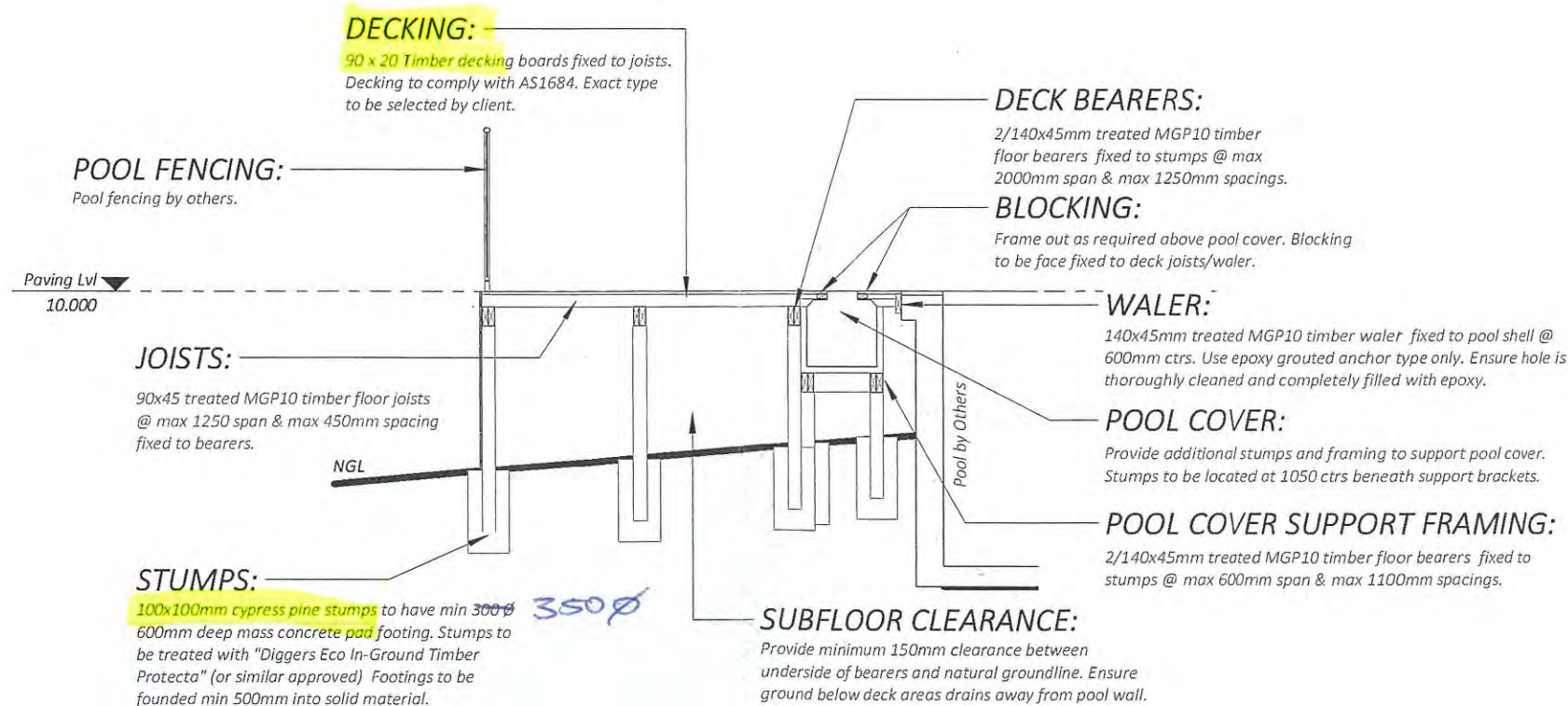
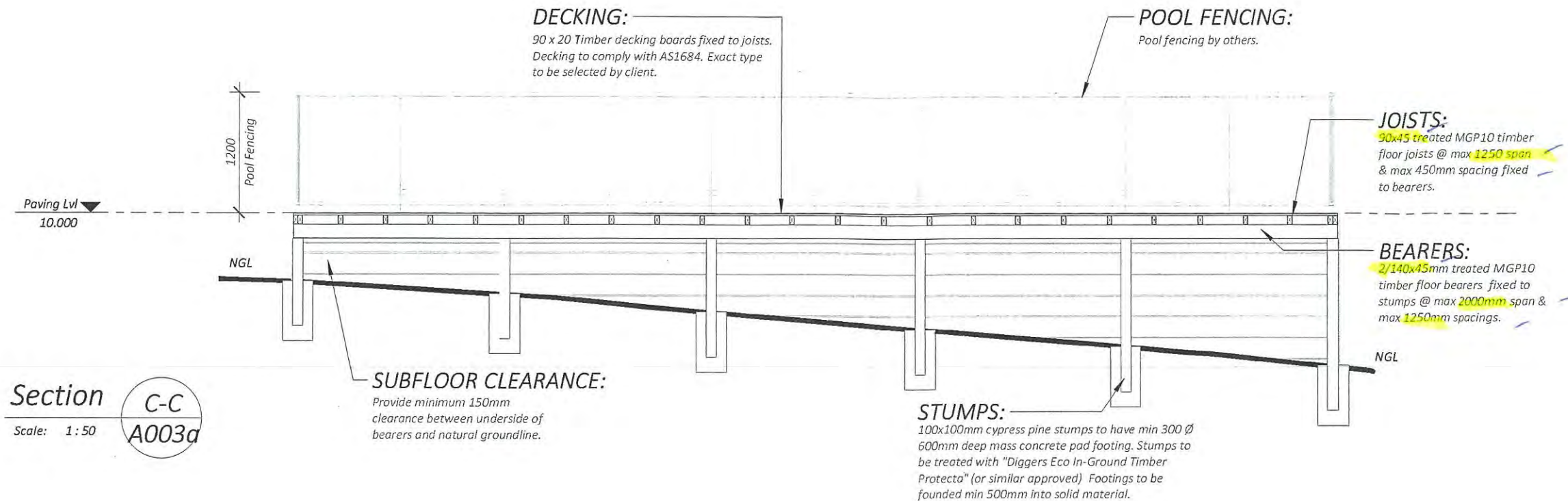
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CLIENT: S. Bezencon & B. Weaver	PROJECT No: 17-020	SHEET No: A005a
PROJECT: Pergola	ADDRESS: 85 Eurack Road, Beeac, 3251	
DWG TITLE: Sections - Pergola	DATE: October 2017	SCALE: As indicated





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2017/395

SIGNED: [Signature]  
DATE APPROVED: 9 NOV. 2017

Revision Schedule		
Revision	Issue	Date
A	Client Brief	25/09/2017
B	Preliminary Working Drawings	02/10/2017
C	Construction Issue	10/10/2017
D		

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Design & Drafting  
Registered Building Practitioner  
DP-AD 45288

**Paul Meenks**  
Building Designer  
0427 008 190  
paul.meenks@bigpond.com

MEMBER  
bdav  
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**CLIENT:** S. Bezencon & B. Weaver  
**PROJECT:** Pergola  
**ADDRESS:** 85 Eurack Road, Beeac, 3251  
**DWG TITLE:** Sections - Pool Deck  
**DATE:** October 2017

**PROJECT No:** 17-020  
**SCALE:** 1:50

**SHEET No:**  
**A005b**



**Form 7**  
**Building Act 1993**  
**BUILDING INTERIM REGULATIONS 2017**  
**Regulation 1006**  
**CERTIFICATE OF FINAL INSPECTION**

428a New Street,  
Brighton, 3186  
Phone: 9530 6685  
Fax: 9530 6871

Email: admin@redtextas.com.au  
ABN: 59 579 698 412  
ACN: 101 154 009  
**www.redtextas.com.au**

**Owner details:** Suzanne Bezencon & Brett Weaver  
85 Eurack Road BEEAC 3251

**Builder details:** Tim Sprague  
Kiama Pools Pty Ltd  
Factory 17, 34 Christensen Street CHELTENHAM 3192

**Property details:** 85 Eurack Road BEEAC 3251  
Lot: 1 LP/PS: 829641A Volume: 10742 Folio: 339

**Municipal district:** Colac-Otway Shire Council

**Details of Building Practitioners engaged in the building works:**

Name: Tim Sprague Company: Kiama Pools Pty Ltd Reg. No.: DBL 30525

**Details of domestic building work insurance:**

QBE Builders Warranty Policy No.: 410055704BWI-81 Issue date: 01/06/2017

**Nature of building work:**

Inground concrete swimming pool and associated safety barriers

**Class of Building:** 10b  
**Maximum Floor load:** As per existing

**Building inspection information**

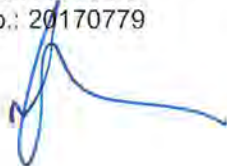
Inspection Type	Inspection Dates	Inspection Result
Pool steel	31/07/2017	Yes
Final inspection for Final Certificate	21/12/2017	Yes

**Relevant Building Surveyor**

Michael Shaw  
Red Textas Consulting Building Surveyors  
Permit No.: 20170779 / 0  
Certificate No.: 20170779

Registration Number: BSU 1165  
Address: 428a New Street, Brighton 3186  
Date of Issue: 30/06/2017  
Date of Issue: 21 December 2017

**Signature**



**NOTE:**

1. This certificate of final inspection is not evidence that this building or building work concerned complies with the Building Act 1993 or the Building Interim Regulations 2017 (pursuant to Section 38(2) of the Building Act 1993)
2. This building permit (final inspection certificate) has been granted under the provisions of BCA 2016 and AS 1926-2012.
3. The owner of this property is responsible for the maintenance of the swimming pool safety barrier.
4. The swimming pool safety barrier consisting of pool fencing (including boundary fencing), pool gates (including self-closing mechanism and self-latching device) and in some cases, the wall of a building bounding the pool zone (including window restrictors) must be regularly inspected by the owner or their agent.
5. Each routine inspection of the swimming pool safety barrier must ensure its operating efficiency and integrity has not been compromised. This includes maintaining a permanent clearance around the pool fencing (i.e. 900mm non climbable zone), including maintenance/pruning of any climbable vegetation.

## Domestic Building Insurance Certificate of Insurance

Policy Number 410055704BWI-81

QBE Insurance (Australia) Ltd  
628 BOURKE STREET  
MELBOURNE VIC 3000  
Phone: (03) 9246 2666  
Fax: (03) 9246 2611  
ABN: 78 003 191 035  
AFS License No: 239545



SUZANNE BEZENCON  
85 EURACK RD  
BEEAC 3251

**Name of Intermediary**  
IHG - BUILDERS WARRANTY  
P O BOX 542  
EAST MELBOURNE 3002

**Account Number**  
41BWIHGRP  
**Date Issued**  
01/06/2017

### Policy Schedule Details

#### Certificate in Respect of Insurance

Domestic Building Contract

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by QBE Insurance (Australia) Limited ABN 78 003 191 035 for and on behalf of the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

#### Domestic Building Work

SWIMMING POOLS

#### At the property

85 EURACK ROAD  
BEEAC VIC 3251

#### Carried out by the builder

KIAMA POOLS PTY LTD  
ACN: 147 871 387

**! Important note:** If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact QBE **IMMEDIATELY**. If these details are incorrect, the domestic building work will not be covered.

#### For the building owner

SUZANNE BEZENCON  
BRETT WEAVER

#### Pursuant to a domestic building contract dated

30/05/2017

#### For the contract price of

\$103,301.00

#### Type of cover

Cover is only provided if KIAMA POOLS PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order\*

#### Period of cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects\*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects\*

#### The maximum policy limit for all claims made under this policy is

\$300,000 all inclusive of costs and expenses\*

#### The maximum policy limit for all claims for non-completion of the domestic building works is

20% of the contract price\*

\*The cover and policy limits described in this Certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to, the terms, limitations and exclusions contained in the policy terms and conditions.

**Domestic Building Insurance  
Certificate of Insurance**

Policy Number 410055704BWI-81

QBE Insurance (Australia) Ltd  
628 BOURKE STREET  
MELBOURNE VIC 3000  
Phone: (03) 9246 2666  
Fax: (03) 9246 2611  
ABN: 78 003 191 035  
AFS License No: 239545



Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the Building Owner named in the domestic building contract and to the successors in title to the Building Owner in relation to the domestic building work undertaken by the builder.

Issued by QBE Insurance (Australia) Limited for and on behalf of

**Victorian Managed Insurance Authority (VMIA)**

**Domestic Building Insurance Premium and Statutory Costs**

Base DBI Premium	\$1,125.00
GST	\$112.50
Stamp Duty	\$123.75

**Total** **\$1,361.25**

**IMPORTANT:**

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.



## Domestic Building Insurance Certificate of Insurance

Policy Number 410055704BWI-81

QBE Insurance (Australia) Ltd  
628 BOURKE STREET  
MELBOURNE VIC 3000  
Phone: (03) 9246 2666  
Fax: (03) 9246 2611  
ABN: 78 003 191 035  
AFS License No: 239545



**If the information on this Certificate does not match what's on your domestic building contract, please contact QBE IMMEDIATELY on 1300 790 723**

Below are some examples of what to look for:

CERTIFICATE OF INSURANCE		YOUR DOMESTIC BUILDING CONTRACT
<p>Owner: _____</p> <p>Carried out by the builder: → ACME CONSTRUCTIONS PTY LTD → ACN: 12 345 678</p>	<p><b>MATCH</b></p> <p><i>Both name of builder and ACN or ABN match</i></p> <p>✓</p>	<p>Owner: _____</p> <p>Builder: → ACME CONSTRUCTIONS PTY LTD → ACN: 12 345 678</p>
<p>Owner: _____</p> <p>Carried out by the builder: → JOHN CITIZEN ABN: 12 345 678 910</p>	<p><b>NO MATCH</b></p> <p><i>Call QBE, name of builder does not match</i></p> <p>✗</p>	<p>Owner: _____</p> <p>Builder: → CITIZEN CONSTRUCTIONS PTY LTD ACN: 12 345 678</p>
<p>Owner: _____</p> <p>Carried out by the builder: ACME CONSTRUCTIONS PTY LTD → ACN: 12 345 678</p>	<p><b>NO MATCH</b></p> <p><i>Call QBE, ABN or ACN does not match</i></p> <p>✗</p>	<p>Owner: _____</p> <p>Builder: ACME CONSTRUCTIONS PTY LTD → ACN: 87 956 123</p>

**BUILDING PERMIT NO. 20170413/0**

Form 2  
Building Act 1993  
Building Interim Regulations 2017  
Regulation 313

**ISSUED TO<sup>1</sup>**

Paul Meenks

18 Church St  
GROVEDALE VIC 3216

Paul  
0427 008 190

**OWNER:**

Brett A Weaver & Suzanne M  
Bezencon

85 Eurack Rd  
BEEAC VIC 3251

Brett & Suzanne  
0408 599 253

**BUILDER<sup>2</sup>:**

Brett A Weaver

85 Eurack Rd  
BEEAC VIC 3251

Brett  
0408 599 253

**PROPERTY DETAILS**

**Street Address:** 85 Eurack Road BEEAC

**Title Details:** LOT: 1 TP: 829641 V/F: 10742/339

**Municipal District:** Colac Otway Shire

**Domestic building work insurance<sup>5</sup>:** N/A

**Owner-Builder Certificate of Consent:** OB0119676 - 31 October 2017

**Details of relevant Planning Permit:** N/A

**Date of grant of Planning Permit:**

**Nature of Building Work:** Construction of Deck & Pergola

**Cost of Building Work:** \$42,000.00

**BCA Class:** 10a

**Part of building:** Whole

**Stage of building work permitted:** 1

**Total floor area of new building work:** 127 m<sup>2</sup>

**BUILDING DETAILS:**

**No of Dwellings:** Existing: 1 To be demolished: 0 To be constructed: 0 No of storeys: 0

**Ground floor material:** Timber

**External wall material:**

**Roof cladding material:**

**Frame material:** Timber

**Details of building practitioners and architects**

a) to be engaged in the building work<sup>3</sup>

**Name:** Owner Builder

**Category:**

**Reg No:**

b) who were engaged to prepare documents forming part of the application for this permit<sup>4</sup>

**Name:** Paul Meenks

**Category:** Draftsperson

**Reg No:** DP-AD-45288

**Occupation or Use of Building:**

A Final Certificate is required prior to the occupation or use of this building.

**Commencement and Completion**

This building work must commence by: 09/11/2018

This building work must be completed by: 09/11/2019

**Relevant Building Surveyor: Wayne Wilkie**

Council name: Colac Otway Shire

**Registration No. BS-U 1164**

Address: 2-6 Rae Street Colac VIC 3250

Signature



Date of Issue: 09/11/2017





**Bushfire Attack Level (BAL)**

The property is located within the designated Bushfire Prone Area. The proposed works are exempt from compliance with AS3959.

**Stormwater Drainage**

Prior to the Final Inspection, all stormwater is to be directed to the legal point of discharge, being: To the existing system located on site

**PERMIT CONDITIONS:**

1. Pool not to be filled with water until Private Building Surveyor has issued the Certificate of Final Inspection for Building Permit Number BS-U 1165/20170779/0.

**INSPECTIONS:**

The mandatory notification stages are:

1. Footings
2. Frame
3. Final

**Inspections must be booked through the Building Department on 03 5232 9400  
Please give Council at least 48 hours notice prior to inspection**

**Permit Notes:**

1. Under regulation 318 an owner of a building or land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
2. Under regulation 317 the person in charge of the carrying out of building work on the allotment must take all reasonable steps to ensure that a copy of this permit and one set of plans, specifications and documents are available for inspection at the allotment while the building work is in progress. They must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.
3. Include building practitioners with continuing involvement in the building work.
4. Include only building practitioners with no further involvement in the building work.
5. Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an insurance policy as required under section 135 of the **Building Act 1993**.

**General Notes**

1. This area is not a designated termite zone but precautions are recommended, i.e. physical barriers or chemical treatment, however both options do require ongoing monitoring and possible maintenance.

# Greater Geelong Building Inspections Pty. Ltd.

ACN 163 005 141

ABN 56 163 005 141

PO Box 5103, East Geelong, Vic. 3219

Phone: 0415 181 594

Email: [ggbinspections.01@gmail.com](mailto:ggbinspections.01@gmail.com)



## OWNER BUILDER (137B) REPORT

### REPORT ON DOMESTIC BUILDING WORK UNDER SECTION 137B OF THE BUILDING ACT 1993 (OWNER BUILDER CONSTRUCTION)

<b>PROPERTY ADDRESS:</b>	85 Eurack Road, Beeac, 3251 VIC
<b>CLIENT DETAILS:</b>	Brett A Weaver & Suzzane M 85 Eurack Road, Beeac, 3251 VIC
<b>OWNER/BUILDER AS SHOWN ON BUILDING PERMIT:</b>	Salena & Matthew Hibbard
<b>DATE OF INSPECTION:</b>	28 <sup>th</sup> November 2022 4:00pm
<b>DATE OF REPORT:</b>	29 <sup>th</sup> November 2022
<b>PREVAILING WEATHER CONDITIONS AT TIME OF INSPECTION:</b>	Fine, Sunny
<b>ASSUMED DIRECTIONS:</b>	Front door of house faces North
<b>PRESCRIBED BUILDING PRACTITIONER DETAILS:</b>	Filipe Vitorino Dip Build, Dip BS Building Inspector (IN-L 37599)

A handwritten signature in blue ink, appearing to be 'FV' or similar, written over a light blue circular stamp.

**SIGNED:**

Filipe Vitorino

# Greater Geelong Building Inspections Pty. Ltd.

A ACN 163 005 141

PO Box 5103, East Geelong, Vic. 3219

Email: [ggbinspections.01@gmail.com](mailto:ggbinspections.01@gmail.com)

ABN 56 163 005 141

Phone: 0415 181 594



## **IMPORTANT NOTICE TO POTENTIAL PURCHASERS**

- This report is not a Pre-Purchase Report. It has been carried out on behalf of the owner to fulfil their legal obligations under Section 137B of the Building Act (ie. Owner Builder Legislation). Its purpose is to disclose any defects or incomplete works in the building work carried out by the owner builder.
- Where the building has been renovated or extended the remainder of the existing building is not included in this report. Any work previous to those specified are not included.
- Some works carried out in isolation are not covered by Section 137B of the Building Act.
- This report is to be read in conjunction with Appendix A, which lists the general conditions of the inspection/report.
- This report is valid within 6 months of the date of this report.

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## (a) DESCRIPTION OF BUILDING AND MATERIALS USED IN CONSTRUCTION:

### A. We Report as Follows

The relevant parts/areas of the building were inspected at the date & time specified above, and in the prevailing weather conditions noted at the time of inspection. The findings resulting from this inspection are given in the following format:-

- Schedule 1: List of Defects Noted in Building Works
- Schedule 2: Condition/Status of Incomplete Works
- Schedule 3: Documents Referred to at Time of Inspection
- Schedule 4: Additional Information

Appendix A: Owner-Builder Report - General Conditions

### B. Description of Building Works Covered by this Report

This Report relates only to works carried out as part of the Building Permit(s) issued to the Owner-Builder, as described in this report, as well as any further work advised as carried out by the Owner-Builder as noted below.

Therefore, this report covers the following work ONLY:

- Construction of a Deck & Pergola

### C. Works Specifically Excluded From This Report

This report does NOT include any previous or existing building elements or structure (ie. original parts of the building), or any other improvement works than works specifically referred to above.

Therefore, this report excludes the following:

- Also refer part (d) below for “areas of the building inaccessible at the time of inspection”, which are excluded from this report.

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## D. Predominant Construction Details

(Applicable to new work only)

<b>Footings:</b>	• N/A
<b>Stumps/Posts:</b>	• N/A
<b>Floor structure:</b>	• N/A
<b>Wall Structure (External):</b>	• N/A
<b>Wall Cladding (External):</b>	• N/A
<b>Wall Lining (Internal):</b>	• N/A
<b>Ceiling Lining:</b>	• N/A
<b>Roof Frame:</b>	• N/A
<b>Roof Cladding:</b>	• N/A
<b>Roof Pitch:</b>	• N/A
<b>Window Frames:</b>	• N/A
<b>No of Storeys:</b>	• N/A
<b>Related structures: Included in scope</b>	• N/A

### (b) SITE DETAILS

The site is a residential block with a house located on it.

### (c) LICENSED TRADES WORK (METAL ROOFING AND SERVICES CONNECTED TO THE PROPERTY AND ITS CONDITION):

WARNING: All metal roofing and services listed below are different from other trade work in that they are required to be carried out by licensed trades and Certified by the trade upon completion as complying with relevant codes, regulations etc. The writer does not certify satisfactory workmanship of such work but relies on licensed trade Certification. If any Certification is not available it is important that the potential purchaser satisfies him or herself as to reasons for its non-availability or otherwise independently checks the relevant service. Note that the certificate(s) below may not necessarily cover all the works carried out. The writer may identify any obvious or gross deficiencies in trade work.

#### Electrical Work

	<b>Certificate No</b>	<b>Date</b>
Refer Certificate of Electrical Safety	• N/A	• N/A

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## Plumbing Work

Plumbing Industry Commission Certificate(s) of Compliance are required for all work in relation to gas supply and below ground sewerage. For all other plumbing work, a Certificate of Compliance is only required where the total value of labour, materials and appliances for a particular range of services provided by the plumber is more than \$500 regardless of who purchases the material or appliances.

		Certificate No	Date
0	Roof plumbing (including above ground stormwater drainage)	• N/A	• N/A
1	Sanitary plumbing	• N/A	• N/A
2	Septic tank installation	• N/A	• N/A
3	Drainage (below ground sewer)	• N/A	• N/A
4	Drainage (below ground stormwater)	• N/A	• N/A
5	Cold water plumbing	• N/A	• N/A
6	Hot water plumbing	• N/A	• N/A
7	Mechanical services (includes duct fixing)	• N/A	• N/A
8	Backflow prevention (medium & high risk only)	• N/A	• N/A
90	Residential/domestic fire sprinkler systems	• N/A	• N/A
91	Grey or recycled water	• N/A	• N/A
92	Gas fitting (natural gas type A installation)	• N/A	• N/A
93	Gas fitting (LPG type A installation)	• N/A	• N/A
94	Gas fitting (other types of gases)	• N/A	• N/A
95	Fire Protection	• N/A	• N/A
96	Irrigation	• N/A	• N/A
97	Refrigerated Air Conditioning	• N/A	• N/A
98	Solar Installation	• N/A	• N/A
99	Rainwater Tank Installation	• N/A	• N/A

## (d) AREAS OF THE BUILDING INACCESSIBLE AT THE TIME OF INSPECTION

The following areas were inaccessible at the time of inspection, and are therefore not covered by this report – to be read in conjunction with Appendix A, which sets out the limitations on access which always apply to this type of inspection and report.

- Footings not accessible (below ground).
- Some internal areas were covered by floor coverings, furniture, room decoration and/or stored goods.
- Roof space was not accessible.



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---

## SCHEDULE ONE: LIST OF DEFECTS IN BUILDING WORKS

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Items listed herein are considered as defects and will be excluded from cover in any prescribed Warranty Insurance Certificate issued.

Note – No enquiries have been made as to whether any of the following issues may have had concessions approved at the time of construction (eg. Performance Approvals issued by Relevant Building Surveyor, or Modification issued by the Building Appeals Board).

**(a) No defects were apparent.**

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---

## SCHEDULE TWO: CONDITION AND STATUS OF INCOMPLETE WORKS

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Items listed herein are considered incomplete and will be excluded from cover in any prescribed Warranty Insurance Certificate issued.

Note – No enquiries have been made as to whether any of the following issues may have had concessions approved at the time of construction (eg. Performance Approvals issued by Relevant Building Surveyor, or Modification issued by the Building Appeals Board).

(a) No works were apparent left incomplete

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---

## **SCHEDULE THREE: DOCUMENTS REFERRED TO AT TIME OF INSPECTION**

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### **Building Permit**

Issued by Colac Otway Shire, BS-U 1164/20170779/0, Dated 09/11/2017

### **Certificate of Final Inspection**

N/A

### **Architectural Plans**

N/A

### **Soil Report**

N/A

### **Certificate of Electrical Safety**

Refer to Part 3 of this report.

### **Plumbing Certificates**

Refer to Part 3 of this report.



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## SCHEDULE FOUR: ADDITIONAL INFORMATION

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Information listed herein are not considered defects but were considered to be relevant to potential purchasers and may include matters which were unable to be verified and/or where further advice was provided by the owner.

**(a) Waterproofing of Wet Areas**

We cannot confirm that the waterproofing of the wet areas fully complies with the requirements of the BCA and/or AS 3740, as this is best confirmed during construction, however it is assumed that the relevant Building Surveyor was satisfied with the work done and obtained waterproofing certificates for the work (if required).

**(b) Mechanical Ventilation**

We cannot confirm that the rooms which are mechanically ventilated discharge directly to the outside air.

**(c) Glazing**

This building contains glass which is required to be laminated or toughened (such as window panes near floor levels, glass doors, sidelights, windows over a bath, etc.). It is assumed that the Relevant Building Surveyor was provided with the relevant glazing certificates prior to issuing the Certificate of Final Inspection, and is satisfied that all glass complies with AS1288. Should the potential purchasers have any doubts regarding this, they are recommended to have such glazing checked by a glazier for compliance.

**(d) Downlights**

The house contains downlights, but we are unable to confirm whether appropriate protection from overheating has been provided to any insulation around them.

**(e) Energy Rating**

We cannot confirm that the building has been constructed to fully comply with the energy ratings requirements of the BCA.

**(f) Termite Protection**

There was no indication whether the property is in a council designated termite area, and no further enquiries have been made to determine this. It can be assumed that if the house is in a council designated termite area, then the Relevant Building Surveyor would have made the relevant notes on the approved plans, and requested termite certificates to confirm completion of any required protection.



## **APPENDIX A: BUILDING INSPECTION REPORT – GENERAL CONDITIONS**

### **1. Scope of Report**

The scope of this report is limited to Owner Builder works identified in drawings provided or identified to the inspector by the owner builder. Where the building has been renovated or extended by the owner builder it does not cover the remainder of the building or works not identified to the inspector. It does not consider any existing parts of the building, structure or previous improvement works – it covers only those works listed in Schedule B of this Report. It does not cover any repairs carried out (works to reconstruct or renew for maintenance purposes, using similar materials to those replaced). It may not cover related works of paving, landscaping, retaining walls, driveways, fencing, unless the works are integral to the building work, or require a building permit, or could result in water penetration etc (generally as provided for in the Domestic Building Insurance Ministerial Order, S 36).

### **2. Standard Property Inspection Report**

This report is based on visual inspection of the elements of the building where there was reasonable and safe access (as per AS4349.1-2007) at the time of inspection. All reasonable effort has been made to be as accurate as possible. Generally this assessment is based on the standards that were current at the time the building was constructed, which may differ from current requirements of the Building Act.

### **3. Report Exclusions:**

- a. faults in parts of the building which are inaccessible, covered or unexposed, or not apparent on reasonable visual inspection,
- b. faults apparent only in different weather or environmental conditions to those specified as prevailing at the time of inspection (eg. detection of dampness may be affected by recent weather conditions, therefore the absence of any dampness at the time of inspection does not necessarily mean the building will not experience some damp problems in other weather conditions.),
- c. minor faults (eg. very fine hairline cracks),
- d. minor defects of maintenance (eg. hairline cracks in windows, jamming doors/ windows, operation of locks, latches and cupboards),
- e. faults in swimming pools & spas and all associated equipment,
- f. faults outside the scope of this report.

### **4. Unless Otherwise Specified:**

- a. no soil, plants, foliage, stored materials, debris or rubbish has been removed for this inspection,
- b. no investigation of underground drainage or roof drainage has been done,
- c. no fixtures, fittings, floor coverings, cladding or lining materials have been removed,
- d. no items of furniture, room decoration or chattels have been moved,
- e. no enquiries of Councils or other statutory authorities have been made,
- f. no assessment of the siting or setbacks of the building has been made,
- g. no assessment has been made regarding title boundaries and easements,
- h. no assessment has been made with regard to the potential for the land to be subjected to flooding, bushfire, landslip, tidal inundation, termite attack or uncontrolled overland drainage flow,
- i. no assessment has been made with regard to the provision of safety glass,
- j. no assessment has been made regarding protection of the areas around any downlights from insulation to avoid overheating of downlights and/or transformers,
- k. no testing/checking of the appropriateness, capacity, completeness, functioning, correct installation of plumbing/electrical appliances, mechanical services, solid fuel heaters, chimneys, plant and equipment and associated services (electrical wiring/gas or water pipework) has been done.
- l. any inspection of the roof space and sub-floor space is undertaken from the manhole or sub-floor door using a torch. Due to access limitations at any other than Frame Stage, and mandatory Frame Inspection requirements, building frames are not attempted to be inspected. This report does not deal with the structural design or adequacy of any element of construction
- m. any inspection of the roof covering is undertaken visually from standing on a 3.6m ladder from ground level only, and any areas not accessible by this means are not accessed or reported on. No other means of roof access are used (eg. we do not access higher roofs from lower roofs, through windows, along parapets etc.). We do not traverse any roofs.
- n. If electricity and/or gas are not connected to the property at the time of inspection (see report re power) the relevant authorities should be consulted by purchasers prior to purchase and/or occupation. The report does not disclose defects which have not yet arisen or arise in future due to inadequate maintenance of building fabric, foundations or services or have arisen due to lack of maintenance since completion or due to fair wear and tear.

### **5. Insect Attack, Asbestos, Hazardous Materials and Soil Contamination**

No assessment of insect attack (eg. termite, borer, etc.), asbestos, other hazardous materials or soil contamination has been made, other than casual visual inspection. No liability is accepted for the cost of repairs, rectification, construction and/or replacement of property and/or premises as a result of damage to that property or premises due to the above. All purchasers are advised to have such specialist reports done by the relevant suitably qualified specialists.

### **6. Permit Documentation**

The report does not necessarily identify any changes which have been made from permit documentation (if any sighted) particularly where the Relevant Building Surveyor has provided a Certificate of Occupancy or Final Inspection. Any major differences from permit documentation are taken to have been approved by the Relevant Building Surveyor where such Certificates have been issued.

### **7. Copyright**

This report remains the property of the author and is copyright, no part of this report may be copied or reproduced without the prior written consent of the author.

### **8. Acceptance of Conditions**

Should any conditions of this report not be acceptable to the client then such written advice must be provided to the author within 3 days of receiving the report, otherwise the client is deemed to accept all conditions.

END OF REPORT

AOBW 202212-0016

## Certificate Of Insurance

Building Act 1993 Section 135

Domestic Building Insurance Order Certificate in respect of Insurance

Domestic Building Contract

A Contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under section 135 of the Building Act 1993 has been issued by Assetinsure Pty Ltd (ABN 65 066 463 803)

**In respect of:** Structural Alterations/Additions  
**At:** 85 Eurack Road, Beeac, VIC, 3251, AUSTRALIA  
**Carried out by:** Brett Weaver & Suzanne Bezencon  
**For:** The Purchaser  
**Building Permit:** 1164/20170413/0  
**Construction Complete Date:** 07/10/2019  
**Defects Inspection Report:** Filipe Vitorino  
**Defects Inspection Date:** 28/11/2022

Subject to the Building Act 1993, the Ministerial Order and the conditions of the insurance contract, cover will be provided to the purchaser named in the Contract of Sale and to the successors in title to the purchaser.

**Authorisation:** In witness whereof, the insurer issuing this policy has caused this policy to be signed by the Authorised Signatory of the insurer's agent.

Signed at Seaford on Friday, 2 December 2022



**Cover is only provided if the owner builder noted in this certificate has died, disappeared or become insolvent.** The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the Policy wording.

**Important notice:** This certificate must be read in conjunction with the policy wording and kept in a safe place. These documents are very important and must be retained by you and any successive owner s of the property for the duration of the statutory period of cover.





**Assetinsure**

**Owner-Builder Warranty Insurance**

**Victoria**

**Effective date:17/06/2022**



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## Important Information

### Introduction

Welcome and thank **you** for choosing the Assetinsure Owner-Builder Warranty Insurance – Victoria, distributed by Australian Owners Builders Insurance Services Pty Ltd.

In this section, where we use the term 'you'/'your'/'yourself', we are referring to the person(s) who applied for this Policy and submitted an Insurance Application. In the next section of the Policy wording, you are later referred to as the Owner-Builder.

### About Assetinsure

**You** can contact Assetinsure by:

- post, at PO Box R299, Sydney NSW 1225;
- telephone, at (02) 9251 8055; or
- email, at [info@assetinsure.com.au](mailto:info@assetinsure.com.au)

Assetinsure Pty Ltd ("**Assetinsure**") is authorised by the Australian Prudential Regulation Authority ("**APRA**") to conduct general insurance business. For further information visit their website at [www.assetinsure.com.au](http://www.assetinsure.com.au)

### About AOBIS

This insurance is arranged by Australian Owner Builders Insurance Services Pty Ltd ("**AOBIS**") ABN 95 122 431 654 operating under AFSL No. 308705. In arranging this insurance, AOBIS is acting under the authority and as the agent of Assetinsure (and not as **your** agent).

**You** can contact AOBIS by:

- post, at PO Box 2294, Seaford VIC 3198;
- telephone, at 1300 850 131; or

email, at [underwriter@aobis.com.au](mailto:underwriter@aobis.com.au)

## Duty to take reasonable care not to make a misrepresentation

This **Policy** is a consumer insurance contract for the purposes of the *Insurance Contracts Act 1984* (Cth).

Before **you** enter into this contract of insurance, **you** have a duty to take reasonable care not to make a misrepresentation. This means that **you** need to take reasonable care to provide honest, accurate and complete answers to **our** questions. A misrepresentation includes a statement that is false, partially false, or which does not fairly reflect the truth.

If **you** are not sure of the answers to any of **our** questions, or whether the information **you** previously provided remains honest, accurate and complete, **you** should check it and find out. It is also important to understand that, in answering the questions and checking the information, **you** are answering for **yourself** and anyone else to whom the questions apply. If **you** are answering questions on behalf of anyone, **we** will treat your answers or representations as theirs.

As **we** use **your** answers to decide what insurance **we** will offer, to calculate **your** premium, and to assess any claim **made**, it is essential that **you** contact **us** if **you** have any doubts.

Whether **you** have taken reasonable care not to make a misrepresentation will be determined with regard to all relevant circumstances, including:

- explanatory material or publicity produced or authorised by **us**;
- how clear, and how specific any questions **we** asked were and how clearly **we** communicated to **you** the importance of answering those questions, and the possible consequences of failing to do so;
- whether or not an agent was acting for **you**;
- whether the contract was a new contract or was being renewed, extended, varied or reinstated;
- any particular characteristics or circumstances relating to **you** which **we** are



aware or ought reasonably to have been aware.

Any misrepresentation made fraudulently is a breach of **your** duty.

If **your** circumstances make it difficult for **you** to know how to answer any of **our** questions, or **you** are not clear how to explain **your** situation to **us**, **you** should contact AOBIS.

## Limitation or Exclusion of Rights Against Third Parties

This **Policy** provides that **you** must not limit or exclude **your** rights against a party from whom **you** might otherwise be able to recover in respect to the loss or damage - see Condition e) of this **Policy**.

## Interested Parties

This **Policy** provides that the cover provided by this **Policy** does not extend to an interest in the **Dwelling** that is not **your** interest - see Condition f) of this **Policy**.

## Privacy Statement & Collection Notice

This Privacy Statement describes how Assetinsure and AOBIS collect, use, handle and disclose **your** personal information. It also describes the matters to which **you** give your consent when applying for a **Policy**.

AOBIS and Assetinsure are committed to protecting the privacy of personal information and are bound by the provisions of the *Privacy Act 1988* (Cth), which sets out the standards to be met in the collection, holding, use and disclosure of personal information.

### Collection and use of personal information

**We** collect personal information, including through **our** agents and licensees such as AOBIS, to determine whether and on what terms **we** might issue **you** an insurance **Policy**, or to manage a claim in relation to an insurance **Policy** **you** have with **us**. **We** may use **your** personal information for other purposes if **you** consent. This may also be the case in other limited circumstances permitted under the *Privacy Act 1988* (Cth), such as where **you** would reasonably expect **us** to do so and/or the other purpose is related to the

purpose for which **we** collected the information.

In some circumstances, **we** may collect **your** personal information from another person or another source. This will only be where it is unreasonable or impracticable for **us** to collect it directly from **you** or **you** would expect **us** to collect the information from the nominated third party. For example, where **you** authorise a representative, e.g. an insurance broker, a financial planner, a legal services provider, an agent or carer providing services to **you** to deal with **us** on **your** behalf.

If **you** provide information about any other person, **you** agree to tell them that **you** are providing this information to **us**, of **our** contact details in this document, the reason **you** are providing this information, the fact that **we** have collected personal information from **you** and of the contents of this Privacy Statement.

### Consequences if information is not provided

If **you** do not provide all the information requested, the main consequence is that **we** may not be able to issue **you** with a **Policy** or pay **your** claim.

### Disclosure

**You** agree that **we** may disclose **your** personal information to:

- AOBIS;
- **our** external service providers and contractors (such as any mail house, commercial agent or entities engaged to carry out certain business activities on **our** or **your** behalf);
- **our** related entities or assigns, another insurer, **our** reinsurers, **our** agents and external advisers (such as legal and other professional advisers);
- any other person **we** consider necessary to execute **your** instructions;
- any financial institution to or from which a payment is made in relation to any **Policy** **you** have;
- a person with **your** consent or where disclosure is authorised or compelled by law, to regulatory, law enforcement,



dispute resolution or government bodies.

#### Transfer of personal information overseas

**You** agree that **we** may disclose **your** information overseas, including the USA, Canada, Bermuda, Europe (including the United Kingdom), Singapore, Hong Kong and India.

#### Access and Complaint

Assetinsure's Privacy Policy is currently available on **our** website at:

[www.assetinsure.com.au/key-policies/privacy-policy/](http://www.assetinsure.com.au/key-policies/privacy-policy/).

The Privacy Policy sets out details of how **you** can access (and, if necessary, correct) the personal information **we** hold about **you**. It also sets out how and to whom **you** might complain about a breach of Privacy Law.

If **you** require any other information regarding Privacy, **you** can contact Assetinsure's Privacy Officer by:

- post, at Level 21, 45 Clarence Street, Sydney NSW 2000;
  - telephone, at (02) 8274 2898; or
- email, at [privacy@assetinsure.com.au](mailto:privacy@assetinsure.com.au)

## Dispute Resolution Process

At AOBIS and Assetinsure, **we** strive to do things the right way and keep **our** customers happy. However, both AOBIS and Assetinsure recognise that occasionally disputes may arise.

### Making a Complaint

If **you** have a complaint concerning the financial product or services provided to **you** we will try to resolve it immediately. The best first step is to approach the person at AOBIS with whom **you** were dealing to see if they can resolve the matter to **your** satisfaction.

If **you** remain dissatisfied with the solution AOBIS offers, please contact **us** and we will refer the matter to Assetinsure's Complaint Management process.

Regardless of who is managing **your** complaint, the goal is to resolve **your** complaint and respond with a decision within 30 calendar days.

**You** may also seek a review of a decision **we** make about a claim made under this **Policy** at the Victorian Civil and Administrative Tribunal provided **you** do so within 28 days of the decision. Please visit [www.vcat.vic.gov.au](http://www.vcat.vic.gov.au) for more information.

## Our Agreement with You

This **Policy** is a legal contract between **you** and **us**.

This **Policy** will only respond to claims in connection with **Work** described in the Contract which supported the **Insurance Application** for this insurance, and carried out at the site described in the **Policy**.

## Applying for Insurance

To apply for this insurance, **you** will need to complete an **Insurance Application** and provide the information **we** require to determine whether to issue a **Policy**, and if so, on what terms.

Where **we** issue a **Policy**, cover is provided on the basis:

- that **you** have paid or agreed to pay **us** the premium for the cover provided;
- that the verbal and/or written information provided by **you** which must be given in accordance with **your** duty to take reasonable care not to make a misrepresentation either verbally or in writing.

## Your Policy

**Your Policy** consists of the **Policy** terms and conditions in this booklet, any endorsements and the **Certificate of Insurance** **we** issue **you**. Please read **your Policy** carefully, and satisfy **yourself** that it provides the cover that **you** require. **You** should keep this booklet and the **Certificate of Insurance** together in a secure place for future reference.

## Goods and Services Tax (GST)

The premium on this **Policy** includes an amount for GST and if **we** pay a claim **your** GST status may determine the amount to be paid on the claim.

**You** must advise **us** if **you** are registered, or required to be registered, for GST purposes, and **you** must when requested tell **us** what **your** entitlement to Input Tax Credits (ITCs) is for **your** insurance premium.



When determining the amount to be paid for a claim under this **Policy**, any payment or supply **we** make to **you** for the acquisition of goods, services or other supply (or monetary compensation in lieu thereof) or otherwise for **your** claim will be calculated on the GST inclusive cost of **your** claim. In calculating such payment, **we** are entitled to reduce it by any ITC to which **you** are, or would be, entitled:

- for the acquisition of such goods, services or other supply; or
- if the payment had been used to acquire such goods, services or other supply.

However, the total of all payments **we** make will not exceed \$300,000.--.

All amounts referred to in this **Policy** are inclusive of any taxes, levies, duties or charges that payment would be affected by or subject to.

If **you** make a claim and we are obliged by law to withhold any amount from the payment in order to satisfy that law (for example, because you have not provided your ABN where required to do so), the amount withheld will be treated as forming part of the claim payment paid under this Policy (even though you have not received the withheld amount).

## **Confirming Transactions and Updating Information**

**You** can ask **us** to confirm any transaction under **your** insurance by contacting **us**. If **you** need any of the information contained in this document or if **you** have any queries, please contact AOBIS:





## Definitions

Some key words and terms used in this **Policy** have special meanings. Wherever the following words or terms are used in the **Policy** they mean what is set out below.

Please note that from this section onwards, the terms '**you/your/yours**' is separately defined and have a different meaning to the preceding pages of this **Policy**. Whereas the preceding pages of this **Policy** define '**you/your/yours**' as the **Owner-Builder** and person(s) who applied for this **Policy** and submitted an **Insurance Application**, in this section of the **Policy** wording, '**you/your/yours**' means the purchaser of the **Dwelling** and any successor in title (see full definition over the page).

**Act** means the Building Act 1993 (VIC) as amended from time to time.

**Act of Terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological or similar purposes or reason, including the intention to coerce or influence any government and/or to intimidate or put the public, or any section of the public, in fear, but does not include acts which are:

- i) advocacy, protest, dissent or industrial action; and
- ii) not intended to cause serious physical harm, death, or endangerment of life to a person (other than the life of person committing the act) or create a serious risk to health or safety to the public or a section of the public.

**Authority** means the same as it does in the **Order**.

**Certificate of Insurance** means the most recent certificate issued by **us** in connection with this **Policy**.

**Completion Date** means the same as it does in the **Order**.

**Defective** means the same as it does in the **Order**.

**Disappearance** (and its corresponding forms) means the same as it does in the **Order**.

**Domestic Building Work** means the same as it does under the **Order**.

**Dwelling** means the home (as defined in the **Order**) described in the **Insurance Application**.

**Insolvent** (and its corresponding forms) means the same as it does in the **Order**.

**Insurable Contract of Sale** means the same as it does under the **Order**.

**Insurance Application** means the application form completed by the **Owner-Builder** applying for this insurance.

**Non-Structural Defect** means the same as it does in the **Order**.

**Order** means the Order made under the **Act** by the Minister for Planning and as gazetted in May 2003 entitled 'Domestic Building Insurance Ministerial Order' as supplemented and/or amended from time to time.

**Owner-Builder** means the owner-builder described in the **Insurance Application** who is also an owner-builder under the **Order**, but does not include owner-builders who are registered builders.

**Policy** means this policy wording, any endorsements and the **Certificate of Insurance**.

**Statutory Warranty** means a warranty implied into the **Insurable Contract of Sale** by section 137C of the **Act**.

**Structural Defect** means the same as it does in the **Order**.

**Trade Practices Provision** means the same as it does under the **Order**.

**Tribunal** means the same as it does in the **Order**.

**We/us/our** means Assetinsure Pty Limited (Assetinsure) (ABN 65 066 463 803).

**Work** means the **Domestic Building Work** which is carried out or to be carried out by the **Owner-Builder** to the **Dwelling**.

**You/your/yours** means the purchaser of the **Dwelling** or the land on which the **Dwelling** is constructed, and any successor in title to that person. If the domestic building work is carried out on land in a plan of



subdivision containing common property, it also means the body corporate for that land or a **Dwelling** on that land.

It does not include:

- a) the **Owner-Builder**
- b) the purchaser, if the purchaser is a related body corporate (within the meaning of section 50 of the Corporations Act 2001) of the owner builder; or
- c) the purchaser, if neither the purchaser nor the **Owner Builder** is a public company but each has a common director or shareholder.

## Our Cover

This **Policy** is intended to comply with the requirements set out under the **Order** and any term of this **Policy** which conflicts with, or is inconsistent with, the **Order** shall be read and be enforceable as if it complies with the **Order**.

We will provide insurance cover to **you**, subject to the terms, conditions and exclusions set out in this **Policy**, if the **Owner-Builder** dies, becomes **Insolvent**, or **Disappears** and **you** suffer:

- a) a loss or damage arising from a breach of a **Statutory Warranty**;
- b) the costs of alternative accommodation, removal and storage that are reasonably and necessarily incurred as a result of a breach of a **Statutory Warranty**. We will only pay the costs of alternative accommodation or storage that are reasonably and necessarily incurred for up to 60 days, excluding any period of delay attributable to **us**;
- c) the cover we give in paragraphs a) and b) above extends to the acts or omissions of all persons contracted by the **Owner-Builder** to perform the **Work**.

We will not be required to indemnify the purchaser in respect of a **Statutory Warranty** that all materials used under the **Work** were new to the extent that any materials used were not new if:

- a) the condition report required by section 137B(2)(a) of the **Act** states that the materials were not new; or

- b) it was apparent from the nature of the relevant **Work** that the materials were not new.

## Certificate of Insurance

- a) We must provide a **Certificate of Insurance** evidencing that insurance for the **Work** has been issued which complies with the **Order**:
  - i. to **you** immediately on the issue of this **Policy**; and
  - ii. on request by **you** or the **Builder** at any time.
- b) The **Certificate of Insurance** shall be in the form prescribed by the **Order**.
- c) The **Work** is not covered until we have provided to the **Owner-Builder** or **you** a **Certificate of Insurance** evidencing insurance for the **Work**.

## Period of Cover

- a) This **Policy** provides the cover in relation to **Non- Structural Defects** in respect of loss or damage occurring during the period
  - i. commencing on the date of the contract of sale; and
  - ii. ending 2 years after the **Completion Date** for the **Work**.
- b) Subject to paragraph a) above, this **Policy** provides the cover in respect of all other loss or damage occurring during the period
  - i. commencing on the date of the contract of sale; and
  - ii. ending 6 years after the **Completion Date** for the **Work**.

## We will Pay

1. We will pay up to, but not more than \$300,000 in the aggregate, for all claims made under this **Policy** in respect of any one **Dwelling**, including reasonable legal costs and expenses incurred by the **Insured** associated with a successful claim against **us**.
2. If the claim is in respect of the cover for loss or damage resulting from conduct of the **Owner-Builder** which contravenes a **Trade Practices Provision**, we will only pay the costs of rectifying the **Work**.



3. If the **Work** is carried out on land in a plan of subdivision containing common property, and we paid a claim relating to the common property then the amount of cover in respect of any home on land on the plan of subdivision is to be reduced by not more than an amount calculated by dividing the amount paid under the claim by the number of homes on land in the plan of subdivision.

All references in the **Policy** to dollar amounts are inclusive of any applicable goods and services tax (GST).

## Excess

1. Subject to paragraph 2 below, **you** must bear at **your** own risk:

- a) the first \$1,000 of each claim first made more than 5 years after the **Completion Date**;
- b) the first \$750 of each claim first made between 3 and 5 years after the **Completion Date**;
- c) the first \$500 of each claim first made between 1 and 3 years after the **Completion Date**; or
- d) a claim under \$500 made between 3 and 12 months after the **Completion Date**.

2. For the purposes of paragraph 1 above:

- a) a claim of \$500 or more may relate to more than one defect if the amount claimed for any one or more defects is less than \$500.
- b) The date when a claim is made is the earlier of:
  - i. the date when **you** first notify **us** of a circumstance that may give rise to a claim;
  - ii. and the date a claim is made.
- c) An excess may be applied only once in relation to:
  - i. any claim comprising more than one defect; or
  - ii. two or more claims that relate to the same defect.

## Exclusions

- a) **We** will not pay if **you** are the **Owner-Builder**.
- b) **We** will not pay if **your** claim relates to a person who is excepted under the **Order**.
- c) **We** will not indemnify **you** unless **your** claim relates to an **Insurable Contract of Sale** and:
  - i. section 137B of the **Act** applies to that **Insurable Contract of Sale**; and
  - ii. **Work** was carried out on the **Dwelling** before the sale; and
  - iii. the value of the **Work** exceeded \$16,000 at the time the **Work** was carried out.
- d) **We** will not pay any claims in respect of any defect or incomplete **Domestic Building Work** that is referred to in the report to be provided to a purchaser under section 137B of the **Act**.
- e) **We** will not pay for loss or damage in respect of **Work** relating to landscaping, paving, retaining structures, driveways or fencing, with the exception of such works which:
  - i. are integral to the construction of a **dwelling**;
  - ii. require the issue of a building permit under the **Act**;
  - iii. could result in water penetration of or within a **dwelling**;
  - iv. could adversely affect health or safety;
  - v. adversely affect the structural adequacy of a **dwelling**; or
  - vi. are not completed and the **Owner-Builder** has died, become **Insolvent** or **Disappeared**.
- f) **We** will not pay for loss or damage due to fair wear and tear of the **Work**, or from **your** failure to maintain the **Work**.
- g) **We** will not pay for loss or damage incurred as a result of:
  - i. war, invasion, acts of foreign enemies, hostilities, or war-like operations (whether war be declared or not) or civil war;



- ii. an **Act of Terrorism**;
- iii. a nuclear reaction, nuclear radiation, radioactive contamination or nuclear weapon material;
- iv. civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, military or usurped power, confiscation, nationalisation, requisition, or destruction of or damage to property by or under order of any government, public or local authority or looting, sacking or pillage following any of the above;
- v. risks normally insured under a policy for public liability or contract works;
- vi. asbestos, or any materials containing asbestos in whatever form or quantity;
- vii. an act of God or nature;
- viii. **Your** failure to maintain appropriate protection against pest infestation or exposure to natural timbers;
- ix. consequential loss, such as loss of rent or other income, loss of enjoyment, loss due to delay, loss of market value or depreciation, loss of opportunity, inconvenience or distress, not otherwise covered by the **Order**;
- x. malfunction in any mechanical or electrical equipment or appliance, if **we** prove that the malfunction is not attributable to the workmanship of, or installation by the **Owner-Builder**.

## Claims Procedure

1. **You** should notify **us** in writing of any facts or circumstances which may give rise to a claim as soon as reasonably practicable when **you** become aware of them.
2. **We** may refuse to accept a claim if it is made later than 180 days after the date on which **you** first became aware, or might reasonably be expected to have become aware, of the death, **Disappearance** or **Insolvency** of the **Owner-Builder**.
3. If **you** give **us** written notice within 180 days after the date on which **you** first became aware, or might reasonably be expected to become aware, of the death, **Disappearance** or **Insolvency**, of the **Owner-Builder**, **we** will not rely on section 54 of the *Insurance Contracts Act 1984* (Cth) to reduce **our** liability under this **Policy**, or to reduce any amount otherwise payable in respect of a claim made by reason only of a delay in a claim being notified to **us**.
4. If **you** submit a claim to **us** in writing, **we** will make a decision regarding **our** liability within 90 days of receipt of the claim. If **we** do not make a decision regarding **our** liability within 90 days then, unless **we** receive an extension of time from **you** or the **Tribunal**, **we** will be deemed to have accepted liability for the claim.
5. If **you** wish to dispute **our** decision regarding **your** claim, **you** may appeal to the **Tribunal**. If **we** are given notice of proceedings before the **Tribunal**, **we** will accept findings made by the **Tribunal** as to whether any of the following events has occurred:
  - a) the non-completion of the **Work**;
  - b) an event referred to in paragraphs a) to c) under the section of the **Policy** entitled 'Our Cover'; and
  - c) if such an event has occurred, the amount of loss or damage suffered by **you** as a result of the event.
6. If **you** notify **us** of a defect (the initial defect), **we** will consider **you** to have given **us** notice of every other defect to which the initial defect is directly or indirectly related, whether or not the claim in respect of the initial defect is settled.
7. **We** will ask **you** to use **our** claim form to make a claim and to provide **us** with as many details, records and information as may be reasonably practicable, so that **we** can investigate, assess and verify **your** claim.
8. Upon making a claim under this **Policy**, **you** must:
  - a) comply with any reasonable direction by **us** in relation to the completion or rectification of the **Work**;



- b) not undertake or cause to be undertaken, any rectification work without notifying **us**, unless those works are reasonably necessary to prevent or minimise any further loss or damage;
  - c) provide **us**, or any builder nominated or approved by **us**, with reasonable access to the relevant building site for the purpose of inspection, rectification and completion of the **Work**. **You** may refuse to provide access to any builder nominated by **us** if **you** have reasonable grounds for doing so (such as loss of confidence in the builder); and
  - d) **We** may not reduce **our** liability to **you** by reason of **your** failure to comply with a requirement under paragraphs 8 a), b) and c) above, unless **we** can prove that **your** failure increased **our** liability under this **Policy**.
9. **You** must not make any admissions, offer, promise or payment in connection with any claim, unless **we** have provided our prior written consent (which will not be unreasonably withheld, conditioned or delayed).


## Conditions

- a) **We** may not avoid this **Policy** or refuse to make or reduce any payment under this **Policy** on the grounds that:
  - i. the Owner- breached any duty of the utmost good faith;
  - ii. failed to comply with any duty to take reasonable care not to make a misrepresentation;
  - iii. made representations to **us**;
  - iv. failed to comply with a provision or requirement of the **Policy**;
  - v. prejudiced **our** interests by act or omission of any description; or
  - vi. the premium or any instalment of the premium has not been paid.

- b) **We** are entitled to recover from the **Owner-Builder** any claim paid by **us** in the circumstances referred to in paragraph a) above.
- c) If **we** pay a claim, **we** are entitled to be subrogated to **your** rights against any party in relation to the claim to the extent of the amount paid by **us**.
- d) **We** will notify the **Authority**, at the times and in the manner agreed with the Authority, in the event that:
  - i. a **Builder** is refused insurance, ceases to be eligible to renew or procure insurance or, in respect of **Domestic Building Work** performed prior to the commencement of the **Order**, fails to purchase or maintain required insurance;
  - ii. any claim under this **Policy** is settled or paid by agreement or otherwise.
- e) **You** must not limit or exclude **your** rights against a party from whom **you** might otherwise be able to recover in respect to the loss or damage. If **you** do, **our** liability to **you** is reduced to the extent **we** can no longer recover from that other party as a result of the limitation or exclusion by **you**.
- f) the cover provided by this **Policy** does not extend to an interest in the **Dwelling** that is not **your** interest. **We** will not be liable under this **Policy** to anyone except **you**.
- g) **You** must take reasonable precautions to avoid or minimise loss or damage covered by this **Policy**.
- h) **You** must comply with **your** obligations under the **Policy**. Otherwise, subject to Section 54 of the Insurance Contract Act 1984 (Cth) and the terms stated elsewhere in this **Policy**, **we** may not have to pay **your** claim(s), or **we** may reduce our liability.

## How We will Communicate

- a) All communications **you** are required to give or make under this **Policy** must be sent in writing to **us**, electronically or by post.
- b) All communications **we** are required to give or make under this **Policy** will be sent in writing to **you** electronically or by post.

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- c) All communications sent by post to **you** or **your** appointed agent will be deemed to have been received by **you** on the third day following the day of posting.

## **Jurisdiction**

This **Policy** is governed by the law of Victoria. The law of Victoria includes Commonwealth legislation such as the Insurance Contracts Act 1984 (Cth). Section 54 of the Insurance Contract Act 1984 applied, or is deemed to apply, to this Policy.