

Seller disclosure statement



Queensland
Government

Property Law Act 2023 section 99

Form 2, Version 1 | Effective from: 1 August 2025

WARNING TO BUYER – This statement contains important legal and other information about the property offered for sale. You should read and satisfy yourself of the information in this statement before signing a contract. You are advised to seek legal advice before signing this form. You should not assume you can terminate the contract after signing if you are not satisfied with the information in this statement.

WARNING – You must be given this statement before you sign the contract for the sale of the property.

This statement does not include information about:

- » flooding or other natural hazard history
- » structural soundness of the building or pest infestation
- » current or historical use of the property
- » current or past building or development approvals for the property
- » limits imposed by planning laws on the use of the land
- » services that are or may be connected to the property
- » the presence of asbestos within buildings or improvements on the property.

You are encouraged to make your own inquiries about these matters before signing a contract. You may not be able to terminate the contract if these matters are discovered after you sign.

Part 1 – Seller and property details

Seller **BINRIP PTY LTD A.C.N. 101 241 105 TRUSTEE UNDER INSTRUMENT 723902000**

Property address
(referred to as the
“property” in this
statement)

7101/323 BAYVIEW STREET, HOLLYWELL QLD 4216

Lot on plan description

7101/SP198829

Community titles scheme
or BUGTA scheme:

Is the property part of a community titles scheme or a BUGTA scheme:

☒ **Yes**

☐ **No**

*If Yes, refer to Part 6 of this statement
for additional information*

*If No, please disregard Part 6 of this statement
as it does not need to be completed*

Part 2 – Title details, encumbrances and residential tenancy or rooming accommodation agreement

Title details

The seller gives or has given the buyer the following—

A title search for the property issued under the *Land Title Act 1994*
showing interests registered under that Act for the property.

☒ **Yes**

A copy of the plan of survey registered for the property.

☒ **Yes**

Registered encumbrances	Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages. You should seek legal advice about your rights and obligations before signing the contract.						
Unregistered encumbrances (excluding statutory encumbrances)	There are encumbrances not registered on the title that will continue to affect the property after settlement. ☒ Yes ☐ No Note—If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are NOT required to be disclosed. Unregistered lease (if applicable) If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows: <table border="1" data-bbox="973 510 1484 694"> <tr> <td>» the start and end day of the term of the lease:</td> <td>24/03/2025 - 29/03/2026</td> </tr> <tr> <td>» the amount of rent and bond payable:</td> <td>\$1,450.00/Wk & \$5,800.00 (B)</td> </tr> <tr> <td>» whether the lease has an option to renew:</td> <td>Nil</td> </tr> </table> Other unregistered agreement in writing (if applicable) If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. ☐ Yes Unregistered oral agreement (if applicable) If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:	» the start and end day of the term of the lease:	24/03/2025 - 29/03/2026	» the amount of rent and bond payable:	\$1,450.00/Wk & \$5,800.00 (B)	» whether the lease has an option to renew:	Nil
» the start and end day of the term of the lease:	24/03/2025 - 29/03/2026						
» the amount of rent and bond payable:	\$1,450.00/Wk & \$5,800.00 (B)						
» whether the lease has an option to renew:	Nil						
Statutory encumbrances	There are statutory encumbrances that affect the property. ☒ Yes ☐ No <i>If Yes, the details of any statutory encumbrances are as follows:</i> Refer to the Schedule D of the CMS Refer to the Dial Before you Dig Report						
Residential tenancy or rooming accommodation agreement	The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> during the last 12 months. ☒ Yes ☐ No If Yes, when was the rent for the premises or each of the residents' rooms last increased? (<i>Insert date of the most recent rent increase for the premises or rooms</i>) 30/03/2026 Note—Under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises. As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.						

Part 3 – Land use, planning and environment

WARNING TO BUYER – You may not have any rights if the current or proposed use of the property is not lawful under the local planning scheme. You can obtain further information about any planning and development restrictions applicable to the lot, including in relation to short-term letting, from the relevant local government.

Zoning	The zoning of the property is <i>(Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 1993; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable)</i>: Medium Density Residential	
Transport proposals and resumptions	The lot is affected by a notice issued by a Commonwealth, State or local government entity and given to the seller about a transport infrastructure proposal* to: locate transport infrastructure on the property; or alter the dimensions of the property. ☐ Yes ☒ No The lot is affected by a notice of intention to resume the property or any part of the property. ☐ Yes ☒ No <i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i>	
Contamination and environmental protection	The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i>. ☐ Yes ☒ No The following notices are, or have been, given: A notice under section 408(2) of the <i>Environmental Protection Act 1994</i> (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan). ☐ Yes ☒ No A notice under section 369C(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which an environmental enforcement order applies). ☐ Yes ☒ No A notice under section 347(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which a prescribed transitional environmental program applies). ☐ Yes ☒ No	
Trees	There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property. ☐ Yes ☒ No <i>If Yes, a copy of the order or application must be given by the seller.</i>	
Heritage	The property is affected by the <i>Queensland Heritage Act 1992</i> or is included in the World Heritage List under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cwlth). ☐ Yes ☒ No	
Flooding	Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the FloodCheck Queensland portal or the Australian Flood Risk Information portal.	
Vegetation, habitats and protected plants	Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.	

Part 4 – Buildings and structures

WARNING TO BUYER – The seller does not warrant the structural soundness of the buildings or improvements on the property, or that the buildings on the property have the required approval, or that there is no pest infestation affecting the property. You should engage a licensed building inspector or an appropriately qualified engineer, builder or pest inspector to inspect the property and provide a report and also undertake searches to determine whether buildings and improvements on the property have the required approvals.

Swimming pool	There is a relevant pool for the property. If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme. Pool compliance certificate is given. OR Notice of no pool safety certificate is given.	☒ Yes ☐ No ☒ Yes ☐ No ☒ Yes ☐ No ☐ Yes ☐ No
Unlicensed building work under owner builder permit	Building work was carried out on the property under an owner builder permit in the last 6 years. <i>A notice under section 47 of the Queensland Building and Construction Commission Act 1991 must be given by the seller and you may be required to sign the notice and return it to the seller prior to signing the contract.</i>	☐ Yes ☒ No
Notices and orders	There is an unsatisfied show cause notice or enforcement notice under the <i>Building Act 1975</i>, section 246AG, 247 or 248 or under the <i>Planning Act 2016</i>, section 167 or 168. The seller has been given a notice or order, that remains in effect, from a local, State or Commonwealth government, a court or tribunal, or other competent authority, requiring work to be done or money to be spent in relation to the property. <i>If Yes, a copy of the notice or order must be given by the seller.</i>	☐ Yes ☒ No ☐ Yes ☒ No
Building Energy Efficiency Certificate	If the property is a commercial office building of more than 1,000m², a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.	
Asbestos	The seller does not warrant whether asbestos is present within buildings or improvements on the property. Buildings or improvements built before 1990 may contain asbestos. Asbestos containing materials (ACM) may have been used up until the early 2000s. Asbestos or ACM may become dangerous when damaged, disturbed, or deteriorating. Information about asbestos is available at the Queensland Government Asbestos Website (asbestos.qld.gov.au) including common locations of asbestos and other practical guidance for homeowners.	

Part 5 – Rates and services

WARNING TO BUYER – The amount of charges imposed on you may be different to the amount imposed on the seller.

Rates	Whichever of the following applies—
	The total amount payable* for all rates and charges (without any discount) for the property as stated in the most recent rate notice is:
	Amount: \$1496 Date Range: 01/01/2026 - 30/06/2026
	OR
	The property is currently a rates exempt lot.** ☐
	OR
	The property is not rates exempt but no separate assessment of rates ☐ is issued by a local government for the property.

*Concessions: A local government may grant a concession for rates. The concession will not pass to you as buyer unless you meet the criteria in section 120 of the *Local Government Regulation 2012* or section 112 of the *City of Brisbane Regulation 2012*.

** An exemption for rates applies to particular entities. The exemption will not pass to you as buyer unless you meet the criteria in section 93 of the *Local Government Act 2009* or section 95 of the *City of Brisbane Act 2010*.

Water	Whichever of the following applies—
	The total amount payable as charges for water services for the property as indicated in the most recent water services notice* is:
	Amount: \$464 Date Range: 29/01/2026 - 24/04/2026
	OR
	There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is:
	Amount: Date Range:

* A water services notices means a notice of water charges issued by a water service provider under the *Water Supply (Safety and Reliability) Act 2008*.

Part 6 – Community titles schemes and BUGTA schemes

(If the property is part of a community titles scheme or a BUGTA scheme this Part must be completed)

WARNING TO BUYER – If the property is part of a community titles scheme or a BUGTA scheme and you purchase the property, you will become a member of the body corporate for the scheme with the right to participate in significant decisions about the scheme and you will be required to pay contributions towards the body corporate's expenses in managing the scheme. You will also be required to comply with the by-laws. By-laws will regulate your use of common property and the lot.

For more information about living in a body corporate and your rights and obligations, contact the Office of the Commissioner for Body Corporate and Community Management.

Body Corporate and Community Management Act 1997	The property is included in a community titles scheme. ☒ Yes ☐ No (If Yes, complete the information below)
Community Management Statement	A copy of the most recent community management statement for the scheme as recorded under the <i>Land Title Act 1994</i> or another Act is given to the buyer. ☒ Yes Note—If the property is part of a community titles scheme, the community management statement for the scheme contains important information about the rights and obligations of owners of lots in the scheme including matters such as lot entitlements, by-laws and exclusive use areas.
Body Corporate Certificate	A copy of a body corporate certificate for the lot under the <i>Body Corporate and Community Management Act 1997</i>, section 205(4) is given to the buyer. ☒ Yes ☐ No If No— An explanatory statement is given to the buyer that states: ☐ Yes » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 6 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot.
Statutory Warranties	Statutory Warranties—If you enter into a contract, you will have implied warranties under the <i>Body Corporate and Community Management Act 1997</i> relating to matters such as latent or patent defects in common property or body corporate assets; any actual, expected or contingent financial liabilities that are not part of the normal operating costs; and any circumstances in relation to the affairs of the body corporate that will materially prejudice you as owner of the property. There will be further disclosure about warranties in the contract.

Building Units and Group Titles Act 1980	The property is included in a BUGTA scheme ☐ Yes ☒ No (If Yes, complete the information below)
Body Corporate Certificate	A copy of a body corporate certificate for the lot under the <i>Building Units and Group Titles Act 1980</i>, section 40AA(1) is given to the buyer. ☐ Yes ☐ No If No— An explanatory statement is given to the buyer that states: ☐ Yes » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 7 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot. Note—If the property is part of a BUGTA scheme, you will be subject to by-laws approved by the body corporate and other by-laws that regulate your use of the property and common property.

Signatures – SELLER

Gary Edwards
Gary Edwards (Jul 23, 2026 15:52:34 GMT+10)

Signature of seller

Signature of seller

Gary Edwards

Name of Seller

Name of Seller

23/07/2026

Date

Date

Signatures – BUYER

By signing this disclosure statement the buyer acknowledges receipt of this disclosure statement before entering into a contract with the seller for the sale of the lot.

Signature of buyer

Signature of buyer

Name of buyer

Name of buyer

Date

Date

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference:	50753763	Search Date:	21/07/2026 17:01
Date Title Created:	06/01/2009	Request No:	56967058
Previous Title:	50737816		

ESTATE AND LAND

Estate in Fee Simple

LOT 7101 SURVEY PLAN 198829
Local Government: GOLD COAST
COMMUNITY MANAGEMENT STATEMENT 36881

REGISTERED OWNER

Dealing No: 723902000 04/03/2025
BINRIP PTY LTD A.C.N. 101 241 105 TRUSTEE
UNDER INSTRUMENT 723902000

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10838244 (POR 8V)

ADMINISTRATIVE ADVICES

NIL

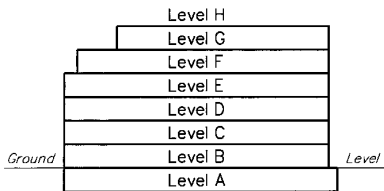
UNREGISTERED DEALINGS

NIL

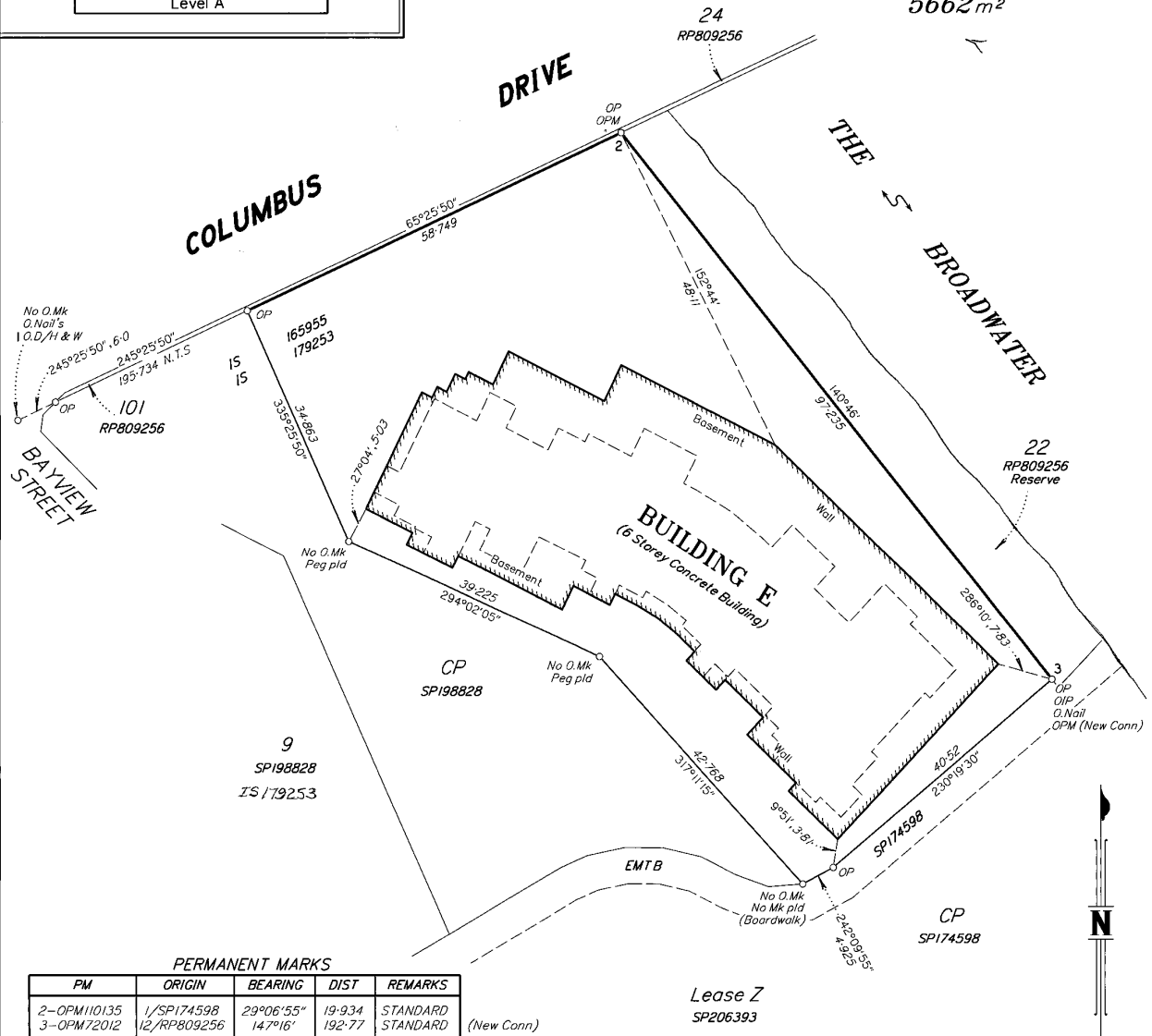
** End of Current Title Search **

Sheet
1 of
9

7619/SPK - FINAL 26.11.08

Land Title Act 1994; Land Act 1994
Form 21 Version 2**LATERAL ASPECT***(Looking from the Southwest)
Not to Scale***BUILDING E****SURVEY PLAN****REFERENCE MARKS**

STN	TO	ORIGIN	BEARING	DIST
1	O.D./H & W	3/RP809256	187°27'50"	1-873
1	O.Nail in Kerb	3/RP809256	178°43'50"	3-794
1	O.Nail in Kerb	2/IS179253	325°24'05"	15-162
3	OIP	10/SP198828	11°28'15"	5-516
3	O.Nail in Path	10/SP198828	345°00"	19-496

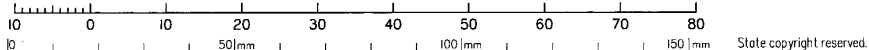
Area of Base Parcel
5662 m²**PERMANENT MARKS**

PM	ORIGIN	BEARING	DIST	REMARKS
2-OPM110135	1/SP174598	29°06'55"	19-934	STANDARD
3-OPM172012	12/RP809256	147°16"	192-77	STANDARD

(New Conn)

Lease Z
SP206393

Scale 1:600 - Lengths are in Metres.



MASSIE COSGROVE PTY LTD (ACN 082 121 293) hereby certify that the land comprised in this plan was surveyed by the corporation, by Stephen Patrick KELLY, Cadastral Surveyor, for whom the corporation accepts responsibility, and that the plan is accurate, that the said survey was performed in accordance with the Survey and Mapping Infrastructure Act 2003 and Surveyors Act 1988 and associated Regulations and Standards and that the plan was completed on 28-11-2008.

ACN 082 121 293

Date: 9.12.2008

Director
Director

**Plan of Lots 7101-7108, 7201-7208,
7301-7308, 7401-7408, 7501-7507,
7601-7603 & Common Property**

Cancelling Lot 8 on SP198828

PARISH: **BARROW**COUNTY: **Ward**Meridian: **SP198828**F/N's: **No**Scale: **1:600**Format: **BUILDING****SP198829**

Plan Status:

712131202 \$3245.20 23/12/2008 16:00 BE 400 NT		WARNING : Folded or Mutilated Plans will not be accepted. Plans may be rolled. Information may not be placed in the outer margins.	
Registered		5. Lodged by (Include address, phone number, reference, and Lodger Code)	

1. Certificate of Registered Owners or Lessees. 1/We STOCKLAND DEVELOPMENT PTY LTD ACN 000 064 835				6. Existing <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>Title Reference</th> <th>Lot</th> <th>Plan</th> <th>Lots</th> <th>Emts</th> <th>Road</th> </tr> <tr> <td>50737816</td> <td>8</td> <td>SP198828</td> <td>7101-7108, 7201-7208, 7301-7308, 7401-7408, 7501-7507, 7601-7603 & CP</td> <td>-</td> <td>-</td> </tr> </table>			Title Reference	Lot	Plan	Lots	Emts	Road	50737816	8	SP198828	7101-7108, 7201-7208, 7301-7308, 7401-7408, 7501-7507, 7601-7603 & CP	-	-
Title Reference	Lot	Plan	Lots	Emts	Road													
50737816	8	SP198828	7101-7108, 7201-7208, 7301-7308, 7401-7408, 7501-7507, 7601-7603 & CP	-	-													
(Names in full) * as Registered Owners of this land agree to this plan and dedicate the Public Use Land as shown hereon in accordance with Section 50 of the Land Title Act 1994. * as Lessees of this land agree to this plan. Signature of *Registered Owners *Lessees Stockland Development Pty Limited ACN 000 064 835 by its Attorney Craig Alec Davies under Power of Attorney No. 711408293																		

2. Local Government Approval. * COUNCIL OF THE CITY OF GOLD COAST hereby approves this plan in accordance with the: % INTEGRATED PLANNING ACT 1997		20 DECEMBER 2006 DEVELOPMENT APPROVAL DATE							
Dated this: <u>19th</u> day of <u>December</u> 2008		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">POR 8V</td> <td style="width: 40%; font-size: small;"> 7101-7108, 7201-7208, 7301-7308, 7401-7408, 7501-7507, 7601-7603 & CP </td> <td style="width: 40%;"> 12. Building Format Plans only. I certify that: * As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road; * Part of the building shown on this plan encroaches onto adjoining * lots and road </td> </tr> <tr> <td>Orig</td> <td>Lots</td> <td></td> </tr> </table>		POR 8V	7101-7108, 7201-7208, 7301-7308, 7401-7408, 7501-7507, 7601-7603 & CP	12. Building Format Plans only. I certify that: * As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road; * Part of the building shown on this plan encroaches onto adjoining * lots and road	Orig	Lots	
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Orig	Lots								
David Andrew Lohar Authorising Officer		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"> 7. Portion Allocation: 8. Map Reference: 9542-22442 </td> <td style="width: 50%;"> 13. Lodgement Fees: Survey Deposit \$ Lodgement \$ New Titles \$ Photocopy \$ Postage \$ TOTAL \$ </td> </tr> </table>		7. Portion Allocation: 8. Map Reference: 9542-22442	13. Lodgement Fees: Survey Deposit \$ Lodgement \$ New Titles \$ Photocopy \$ Postage \$ TOTAL \$				
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3. Plans with Community Management Statement: CMS Number: 36881 Name: ALLISEE		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"> 4. References: Dept File: Local Govt: PN307472/66/0/1 Surveyor: 7619-2 / BJB </td> <td style="width: 50%;"> 11. Passed & Endorsed: MASSIE COSGROVE PTY LTD ACN 082 121 293 By: <u>22-12-2008</u> Date: Signed: <u>[Signature]</u> Designation: <u>Cadastral Surveyor</u> </td> </tr> </table>		4. References: Dept File: Local Govt: PN307472/66/0/1 Surveyor: 7619-2 / BJB	11. Passed & Endorsed: MASSIE COSGROVE PTY LTD ACN 082 121 293 By: <u>22-12-2008</u> Date: Signed: <u>[Signature]</u> Designation: <u>Cadastral Surveyor</u>				
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* Insert the name of the Local Government. % Insert Integrated Planning Act 1997 or # Insert designation of signatory or delegation Local Government (Planning & Environment) Act 1990		14. Insert Plan Number SP198829							



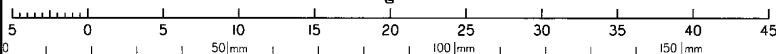
LEVEL A
Scale 1:300
(Basement Level)

**COMMON
PROPERTY**

**COMMON
PROPERTY**

BUILDING E

Scale 1:300 - Lengths are in Metres.



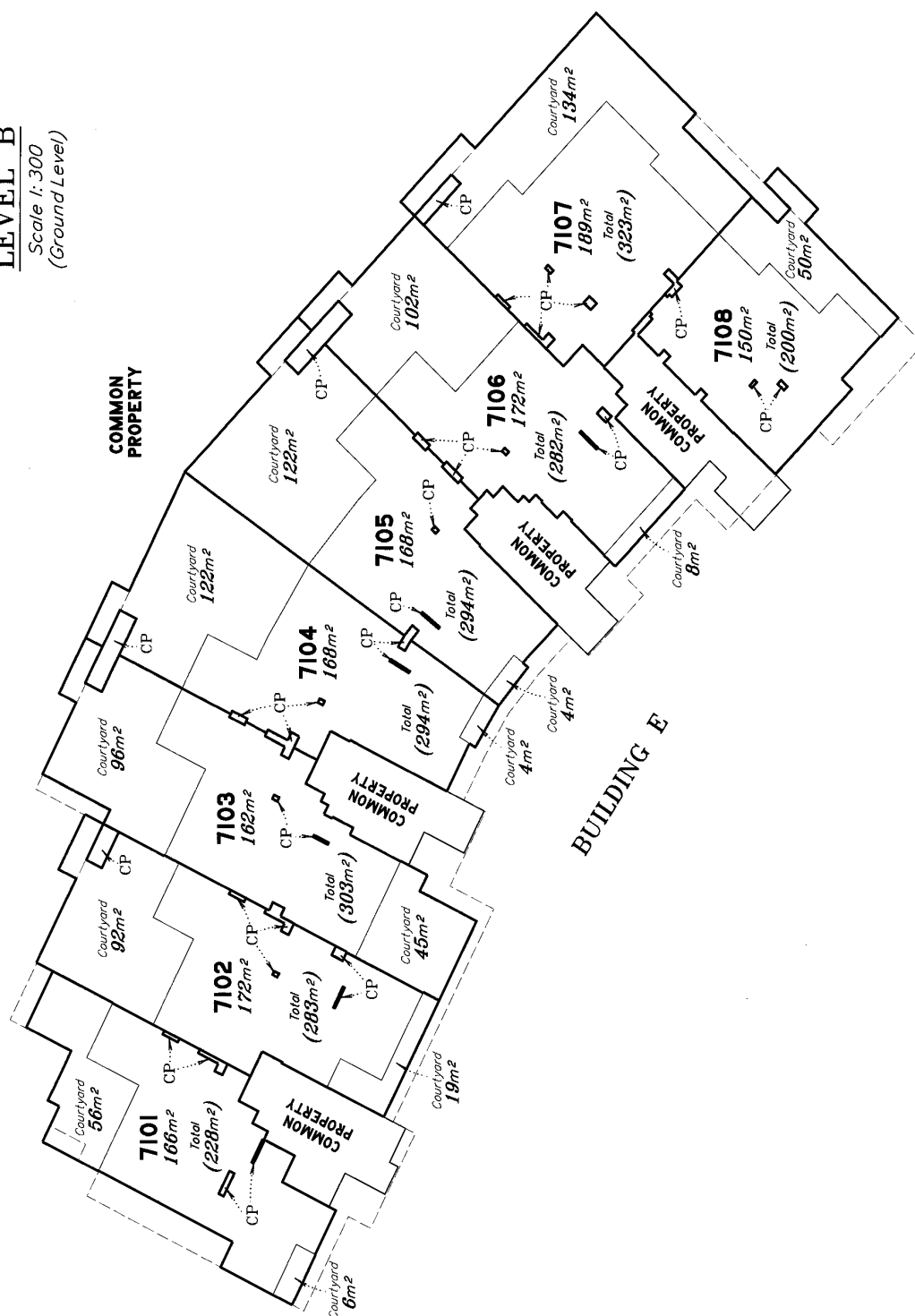
State copyright reserved.

Insert Plan Number	SP198829
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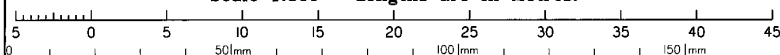
LEVEL B

Scale 1:300
(Ground Level)



Denotes Level Below

Scale 1:300 - Lengths are in Metres.



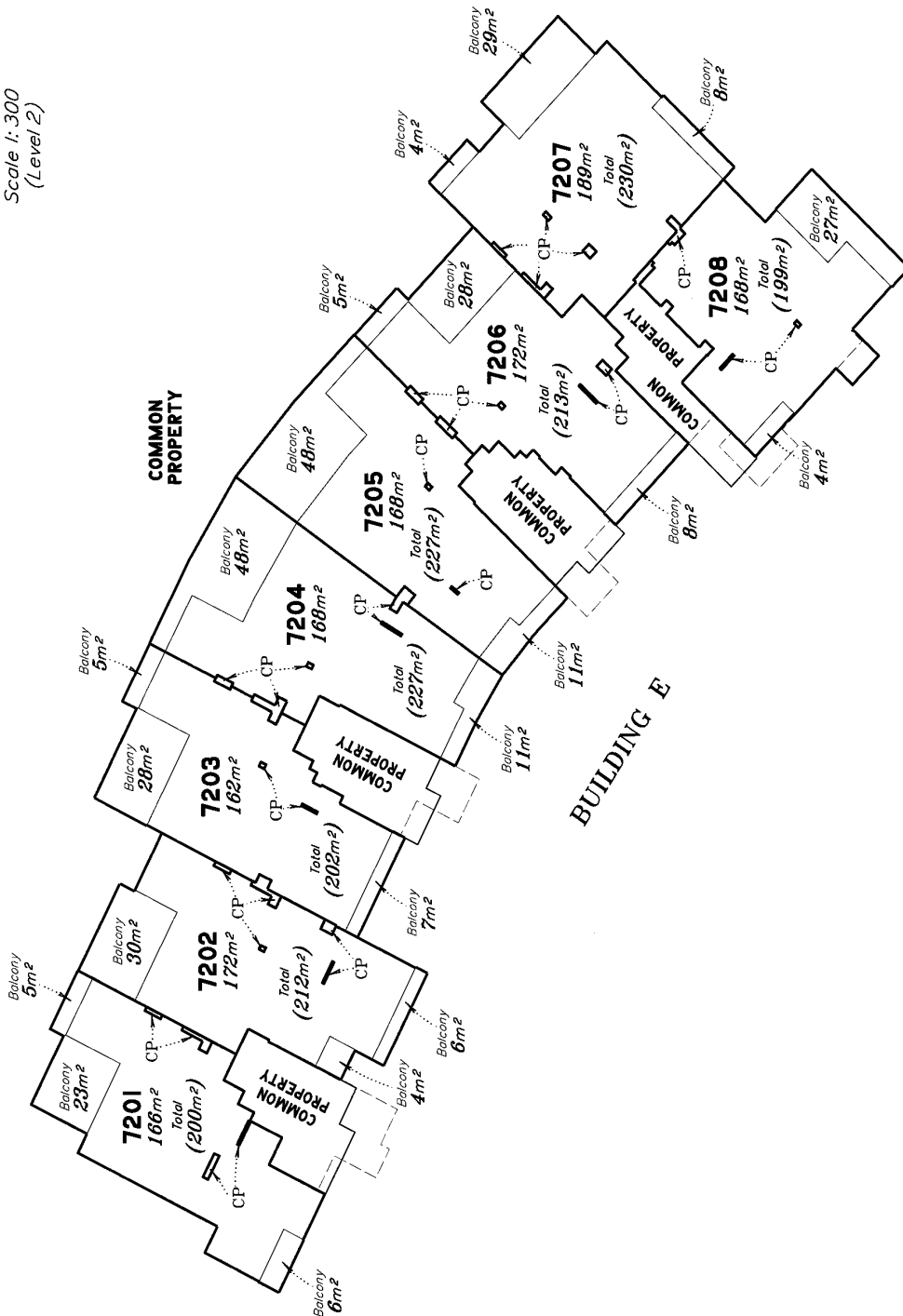
State copyright reserved.

Insert
Plan
Number

SP198829

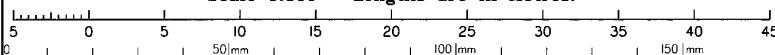


LEVEL C
Scale 1:300
(Level 2)



--- Denotes Level Below

Scale 1:300 - Lengths are in Metres.

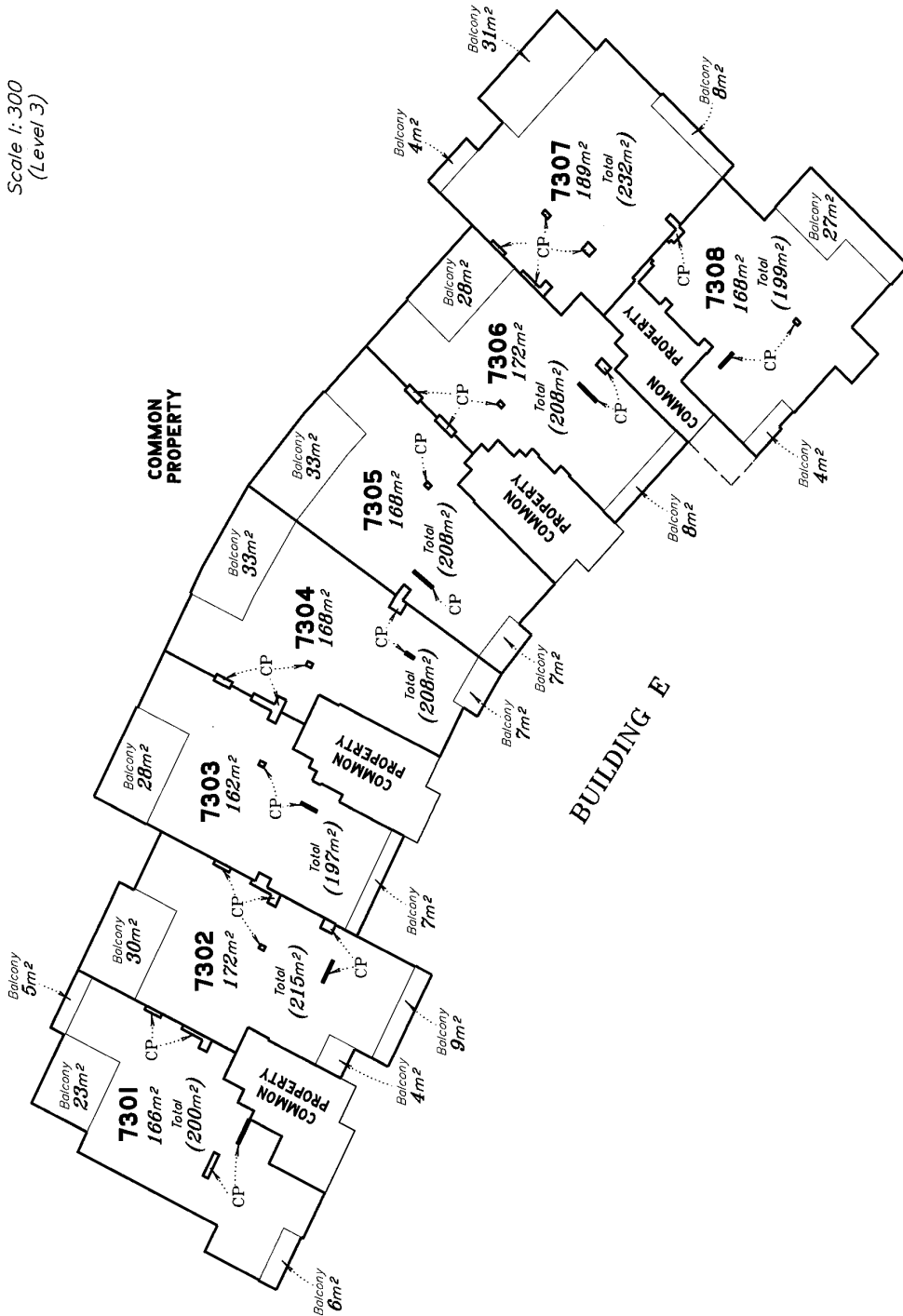


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Insert Plan Number **SP198829**



LEVEL D
Scale 1:300
(Level 3)



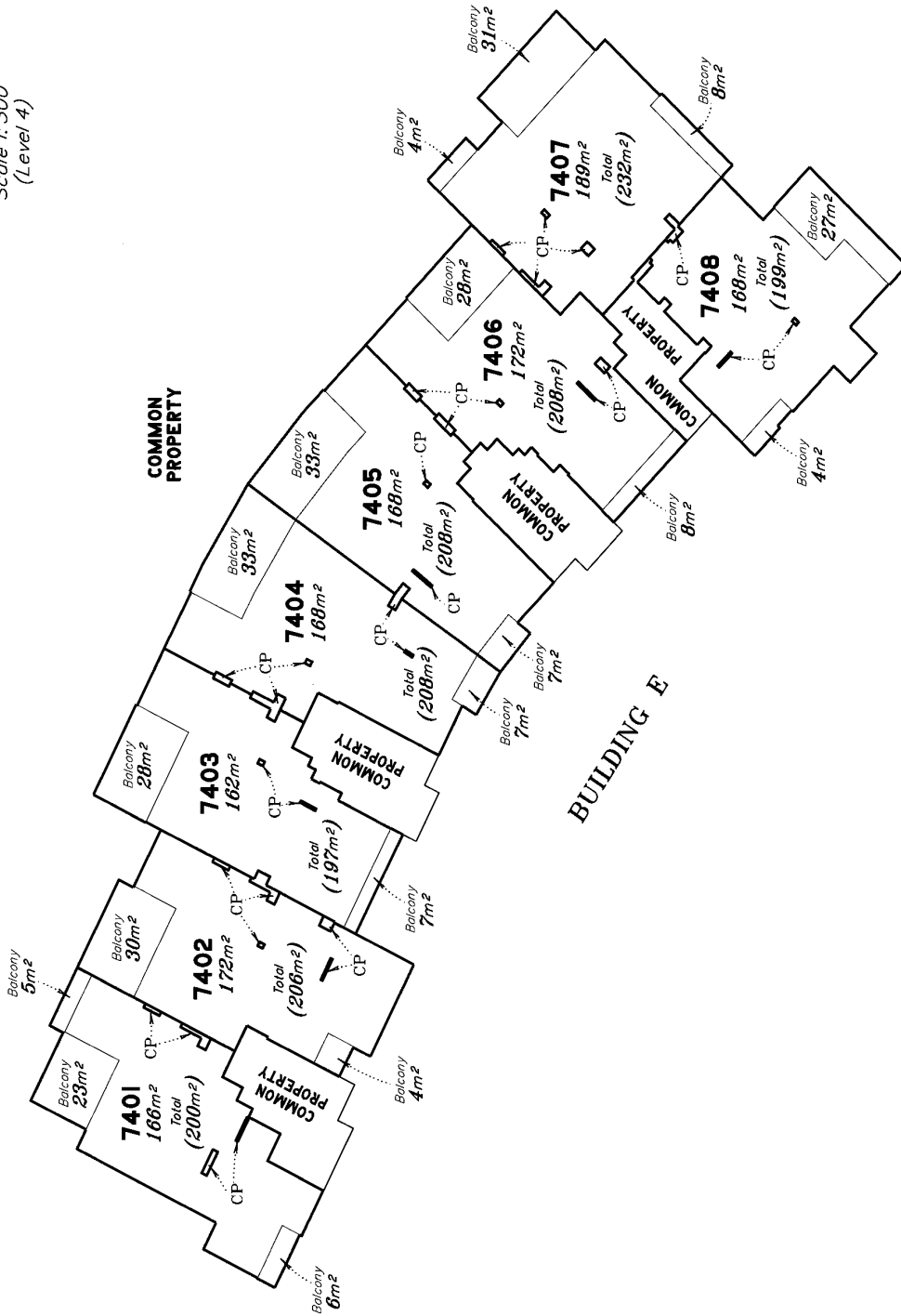
Scale 1:300 - Lengths are in Metres.

State copyright reserved.

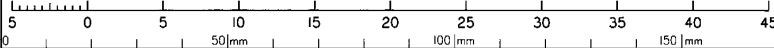
Insert
Plan
Number

SP198829

LEVEL E
Scale 1:300
(Level 4)



Scale 1:300 - Lengths are in Metres.



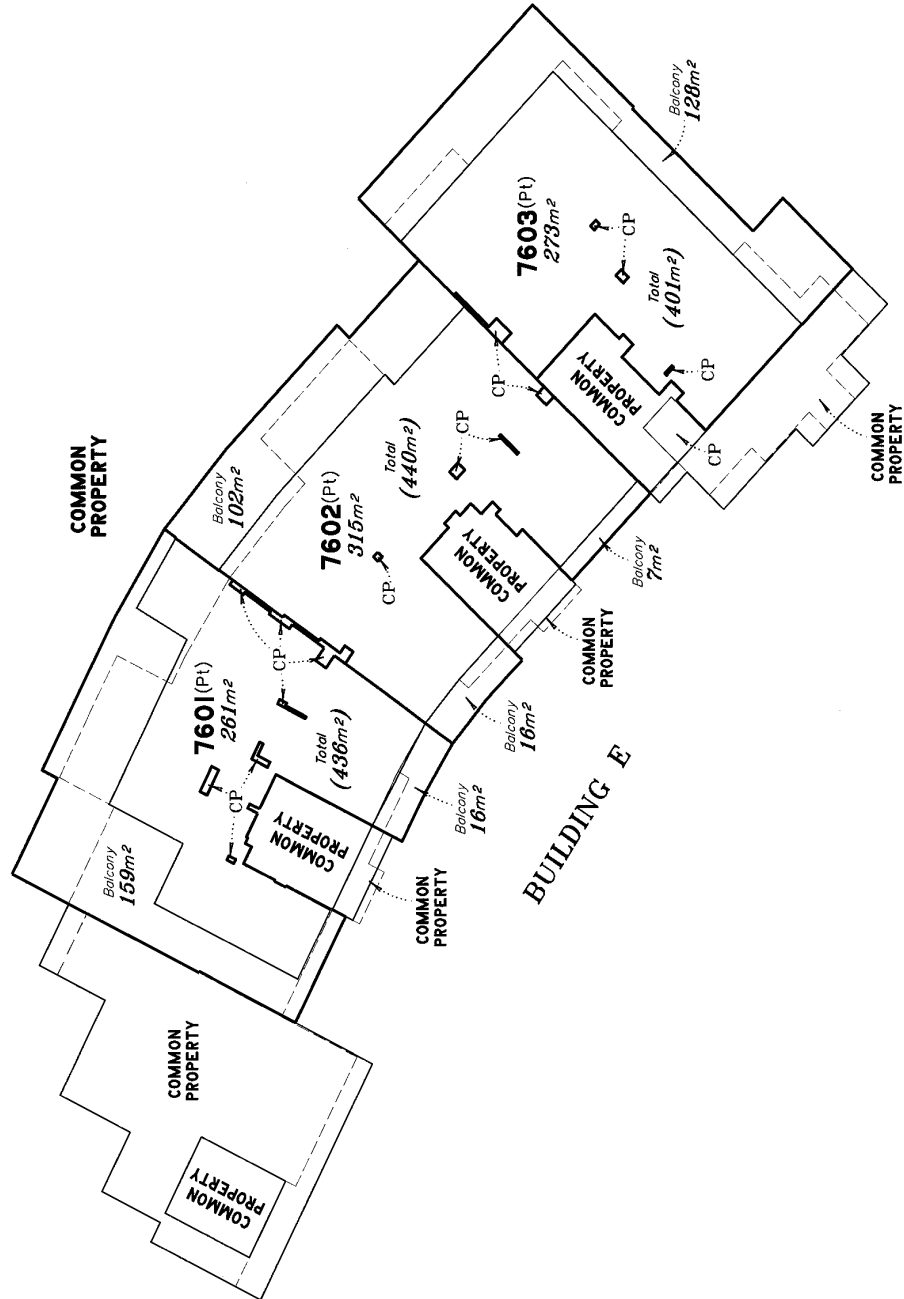
State copyright reserved.

Insert Plan Number
SP198829

SP198829

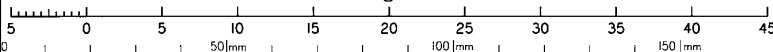


LEVEL G
Scale 1:300
(Level 6)



--- Denotes Level Below

Scale 1:300 - Lengths are in Metres.

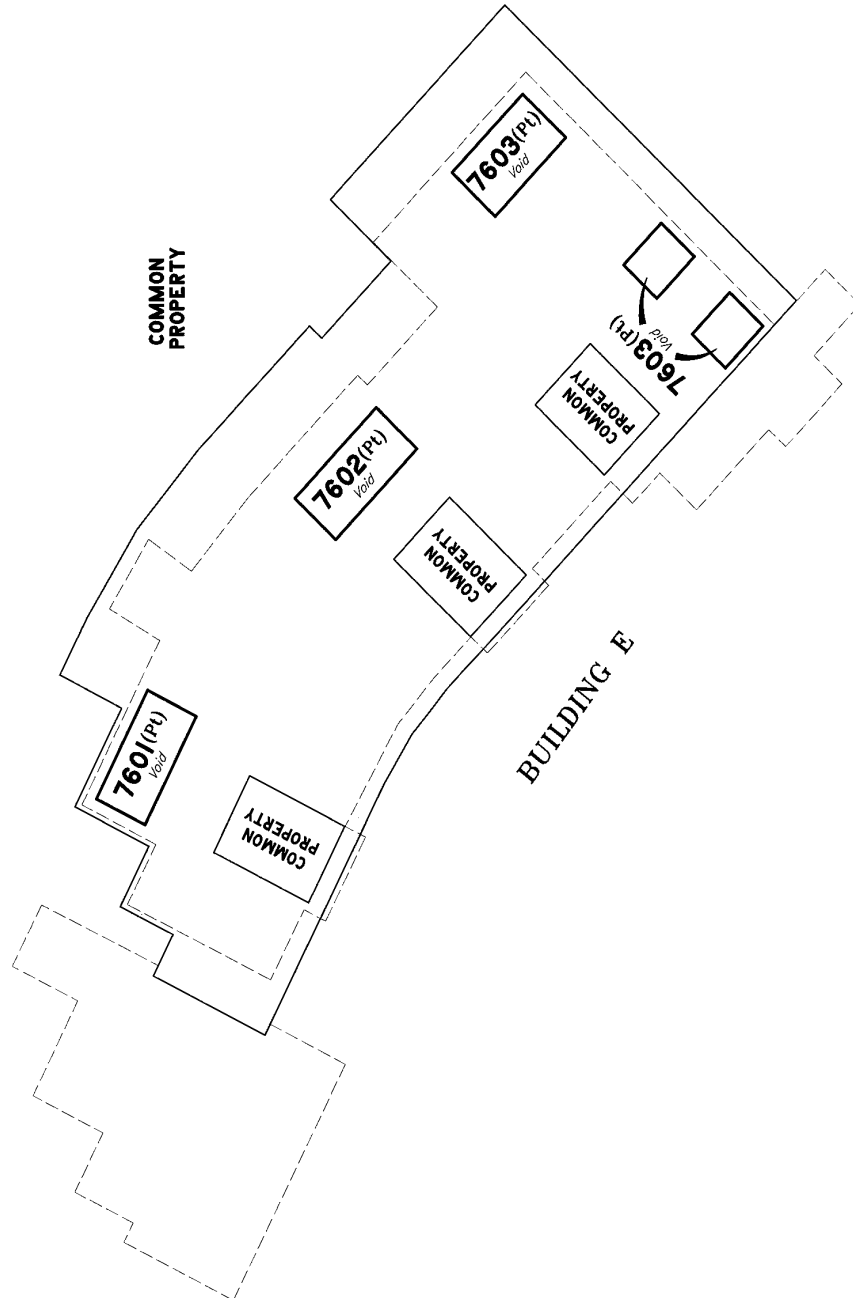


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Insert Plan Number **SP198829**

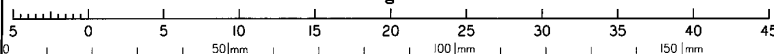


LEVEL H
Scale 1:300
(Roof Level)



--- Denotes Level Below

Scale 1:300 - Lengths are in Metres.



State copyright reserved.

Insert Plan Number **SP198829**

Scheme Name: ALLISEE COMMUNITY TITLES SCHEME 36881

Body Corp. Addr: BODY CORPORATE SERVICES PTY LTD
PO BOX 444
BROADBEACH
QLD
4218

COMMUNITY MANAGEMENT STATEMENT No: 36881

Title	Lot	Plan
50664570	CP	SP 174598
50667881	1101	SP 174599
50667882	1102	SP 174599
50667883	1103	SP 174599
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Title Lot Plan

50667938	2406	SP	174600
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QUEENSLAND TITLES REGISTRY PTY LTD
 21/07/2026 17:01
 Request No: 56967057

AUTOMATED TITLES SYSTEM
 COMMUNITY TITLES SCHEME SEARCH STATEMENT

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Title	Lot	Plan
50687349	3206	SP 174601
50687350	3301	SP 174601
50687351	3302	SP 174601
50687352	3303	SP 174601
50687353	3304	SP 174601
50687354	3305	SP 174601
50687355	3306	SP 174601

50687356	3401	SP	174601
50687357	3402	SP	174601
50687358	3403	SP	174601
50687359	3404	SP	174601
50687360	3405	SP	174601
50687361	3406	SP	174601
50687362	3501	SP	174601
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50753794	7408	SP	198829

Title	Lot	Plan
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50761710	6502	SP	198830
50761711	6503	SP	198830

QUEENSLAND TITLES REGISTRY PTY LTD	AUTOMATED TITLES SYSTEM	Page 4/5
21/07/2026 17:01	COMMUNITY TITLES SCHEME SEARCH STATEMENT	ENE470
Request No: 56967057		

Title	Lot	Plan
50761712	6601	SP 198830
50761713	6602	SP 198830

Community Titles Scheme
45594

This Community Titles Scheme is in a layered arrangement

COMMUNITY MANAGEMENT STATEMENT Dealing No: 720348012

** End of CMS Search Statement **

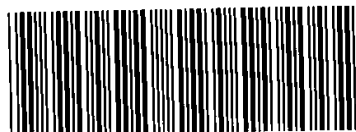
COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2026]
Requested By: D-ENQ INFOTRACK PTY LIMITED

QUEENSLAND TITLES REGISTRY
Land Title Act 1994, Land Act 1994 and Water Act 2000

GENERAL REQUEST

Duty Imprint

FORM 14 Version 4
Page 1 of 1

**720348012****\$95.00****\$95.00**

23/10/2020 13:20

BE 470**1. Nature of request**

REQUEST TO RECORD NEW COMMUNITY
MANAGEMENT STATEMENT FOR ALLISEE
COMMUNITY TITLES SCHEME 36881

Lodger (Name, address, E-mail & phone number)

GRACE LAWYERS
PO BOX 12962
GEORGE STREET QLD 4003
(07) 3102 4120
brogan.elliott@gracelawyers.com.au

**Lodger
Code**

2437

2. Lot on Plan Description

COMMON PROPERTY OF ALLISEE
COMMUNITY TITLES SCHEME 36881

Title Reference

50664570

3. Registered Proprietor/State Lessee

BODY CORPORATE FOR ALLISEE COMMUNITY TITLES SCHEME 36881

4. Interest

FEE SIMPLE

5. Applicant

BODY CORPORATE FOR ALLISEE COMMUNITY TITLES SCHEME 36881

6. Request

I hereby request that the new community management statement deposited herewith which amends Schedule E, Item 2 regulation module and Item 54 Scheme Land of the existing community management statement be recorded as the community management statement for Allisee Community Titles Scheme 36881.

7. Execution by applicant

14/10/2020
Execution Date


Brogan Elliot
Applicant's or Solicitor's Signature

36881

CMS LABEL NUMBER

This statement incorporates and must
include the following:

Schedule A - Schedule of lot entitlements
Schedule B - Explanation of development of scheme land
Schedule C - By-laws
Schedule D - Any other details
Schedule E - Allocation of exclusive use areas

1. **Name of community titles scheme**
ALLISEE COMMUNITY TITLES SCHEME 36881

2. **Regulation module**
ACCOMMODATION

3. **Name of body corporate**
BODY CORPORATE FOR ALLISEE COMMUNITY TITLES SCHEME 36881

4. **Scheme land**
Lot on Plan Description
SEE ENLARGED PANEL
Title Reference

5. ***Name and address of original owner**
NOT APPLICABLE

6. **Reference to plan lodged with this statement**
NOT APPLICABLE

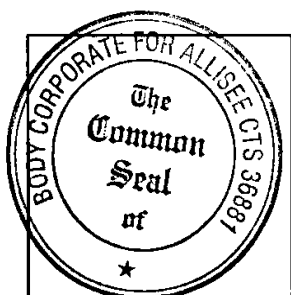
7. **Local Government community management statement notation**
Not Applicable pursuant to section 60(6) of the Body Corporate and Community Management Act 1997

..... signed

name and designation

name of Local Government

8. **Consent of body corporate**



Affix seal here

12/10/2020

Execution Date

Chair or Secretary

LISA SAWYER

Print Name

12/10/2020

Execution Date

Chair/Secretary/Committee Member

Stephen Rooks

Print Name

Privacy Statement

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Title Reference 50664570

4. Scheme Land

Lot on Plan Description	Title Reference
Common Property of Allisee CTS 36881 on SP 174598	50664570
Lot 1101 on SP 174599	50667881
Lot 1102 on SP 174599	50667882
Lot 1103 on SP 174599	50667883
Lot 1104 on SP 174599	50667884
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Lot 1301 on SP 174599	50667889
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Lot 1501 on SP 174599	50667895
Lot 1502 on SP 174599	50667896
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Lot 1601 on SP 174599	50667898
Lot 2101 on SP 174600	50667915
Lot 2102 on SP 174600	50667916
Lot 2103 on SP 174600	50667917
Lot 2104 on SP 174600	50667918
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Lot 2106 on SP 174600	50667920
Lot 2201 on SP 174600	50667921
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Lot 2203 on SP 174600	50667923
Lot 2204 on SP 174600	50667924
Lot 2205 on SP 174600	50667925
Lot 2206 on SP 174600	50667926
Lot 2301 on SP 174600	50667927
Lot 2302 on SP 174600	50667928
Lot 2303 on SP 174600	50667929

Lot 2304 on SP 174600	50667930
Lot 2305 on SP 174600	50667931
Lot 2306 on SP 174600	50667932
Lot 2401 on SP 174600	50667933
Lot 2402 on SP 174600	50667934
Lot 2403 on SP 174600	50667935
Lot 2404 on SP 174600	50667936
Lot 2405 on SP 174600	50667937
Lot 2406 on SP 174600	50667938
Lot 2501 on SP 174600	50667939
Lot 2502 on SP 174600	50667940
Lot 2503 on SP 174600	50667941
Lot 2504 on SP 174600	50667942
Lot 2505 on SP 174600	50667943
Lot 2506 on SP 174600	50667944
Lot 2601 on SP 174600	50667945
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Lot 3101 on SP 174601	50687338
Lot 3102 on SP 174601	50687339
Lot 3103 on SP 174601	50687340
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Lot 3105 on SP 174601	50687342
Lot 3106 on SP 174601	50687343
Lot 3201 on SP 174601	50687344
Lot 3202 on SP 174601	50687345
Lot 3203 on SP 174601	50687346
Lot 3204 on SP 174601	50687347
Lot 3205 on SP 174601	50687348
Lot 3206 on SP 174601	50687349
Lot 3301 on SP 174601	50687350
Lot 3302 on SP 174601	50687351
Lot 3303 on SP 174601	50687352
Lot 3304 on SP 174601	50687353
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Lot 3306 on SP 174601	50687355
Lot 3401 on SP 174601	50687356
Lot 3402 on SP 174601	50687357
Lot 3403 on SP 174601	50687358
Lot 3404 on SP 174601	50687359
Lot 3405 on SP 174601	50687360

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Lot 3502 on SP 174601	50687363
Lot 3503 on SP 174601	50687364
Lot 3504 on SP 174601	50687365
Lot 3505 on SP 174601	50687366
Lot 3601 on SP 174601	50687367
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Lot 4102 on SP 174602	50668058
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Lot 4201 on SP 174602	50668063
Lot 4202 on SP 174602	50668064
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Lot 4204 on SP 174602	50668066
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Lot 4206 on SP 174602	50668068
Lot 4301 on SP 174602	50668069
Lot 4302 on SP 174602	50668070
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Lot 4304 on SP 174602	50668072
Lot 4305 on SP 174602	50668073
Lot 4306 on SP 174602	50668074
Lot 4401 on SP 174602	50668075
Lot 4402 on SP 174602	50668076
Lot 4403 on SP 174602	50668077
Lot 4404 on SP 174602	50668078
Lot 4405 on SP 174602	50668079
Lot 4406 on SP 174602	50668080
Lot 4501 on SP 174602	50668081
Lot 4502 on SP 174602	50668082
Lot 4503 on SP 174602	50668083
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Lot 4602 on SP 174602	50668087
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Lot 7106 on SP 198829	50753768
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Lot 7108 on SP 198829	50753770
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Lot 7202 on SP 198829	50753772
Lot 7203 on SP 198829	50753773
Lot 7204 on SP 198829	50753774
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Lot 7208 on SP 198829	50753778
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Lot 7303 on SP 198829	50753781
Lot 7304 on SP 198829	50753782
Lot 7305 on SP 198829	50753783
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Lot 7401 on SP 198829	50753787
Lot 7402 on SP 198829	50753788
Lot 7403 on SP 198829	50753789
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Lot 7407 on SP 198829	50753793
Lot 7408 on SP 198829	50753794
Lot 7501 on SP 198829	50753795
Lot 7502 on SP 198829	50753796
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Lot 7504 on SP 198829	50753798
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Lot 7601 on SP 198829	50753802
Lot 7602 on SP 198829	50753803
Lot 7603 on SP 198829	50753804

Lot 5101 on SP 198830	50761671
Lot 5102 on SP 198830	50761672
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Lot 5104 on SP 198830	50761674
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Lot 5302 on SP 198830	50761680
Lot 5303 on SP 198830	50761681
Lot 5304 on SP 198830	50761682
Lot 5401 on SP 198830	50761683
Lot 5402 on SP 198830	50761684
Lot 5403 on SP 198830	50761685
Lot 5404 on SP 198830	50761686
Lot 5501 on SP 198830	50761687
Lot 5502 on SP 198830	50761688
Lot 5503 on SP 198830	50761689
Lot 5601 on SP 198830	50761690
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Lot 5603 on SP 198830	50761692
Lot 6101 on SP 198830	50761693
Lot 6102 on SP 198830	50761694
Lot 6103 on SP 198830	50761695
Lot 6104 on SP 198830	50761696
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Lot 6202 on SP 198830	50761698
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Lot 6303 on SP 198830	50761703
Lot 6304 on SP 198830	50761704
Lot 6401 on SP 198830	50761705
Lot 6402 on SP 198830	50761706
Lot 6403 on SP 198830	50761707
Lot 6404 on SP 198830	50761708
Lot 6501 on SP 198830	50761709
Lot 6502 on SP 198830	50761710

Lot 6503 on SP 198830	50761711
Lot 6601 on SP 198830	50761712
Lot 6602 on SP 198830	50761713
Common Property of Allisee Villas CTS on SP 255734	50939738
Lot 1 on SP 255734	50939739
Lot 2 on SP 255734	50939740
Lot 3 on SP 255734	50939741
Lot 4 on SP 255734	50939742
Lot 5 on SP 255734	50939743
Lot 6 on SP 255734	50939744
Lot 7 on SP 255734	50939745
Lot 8 on SP 255734	50939746
Lot 9 on SP 255734	50939747
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Lot 11 on SP 255735	50972016
Lot 12 on SP 255735	50972017
Lot 13 on SP 255735	50972018
Lot 14 on SP 255735	50972019
Lot 15 on SP 255736	50974910
Lot 16 on SP 255736	50974911
Lot 17 on SP 255736	50974912
Lot 18 on SP 255736	50974913
Lot 19 on SP 255736	50974914
Lot 20 on SP 255736	50974915
Lot 21 on SP 255736	50974916
Lot 22 on SP 255736	50974917
Lot 23 on SP 255736	50974918
Lot 24 on SP 255736	50974919
Lot 25 on SP 255736	50974920
Lot 26 on SP 255736	50974921

SCHEDULE A	SCHEDULE OF LOT ENTITLEMENTS
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Lot on Plan	Contribution	Interest
Lot 1101 on SP 174599	18	21
Lot 1102 on SP 174599	18	20
Lot 1103 on SP 174599	18	20
Lot 1104 on SP 174599	19	21
Lot 1201 on SP 174599	18	20
Lot 1202 on SP 174599	18	19
Lot 1203 on SP 174599	18	19
Lot 1204 on SP 174599	18	20
Lot 1301 on SP 174599	18	21
Lot 1302 on SP 174599	20	40
Lot 1304 on SP 174599	18	21
Lot 1401 on SP 174599	21	44
Lot 1403 on SP 174599	17	21
Lot 1404 on SP 174599	18	22
Lot 1501 on SP 174599	20	44
Lot 1502 on SP 174599	18	23
Lot 1503 on SP 174599	18	26
Lot 1601 on SP 174599	18	27
Lot 2101 on SP 174600	19	19
Lot 2102 on SP 174600	17	12
Lot 2103 on SP 174600	18	13
Lot 2104 on SP 174600	18	12
Lot 2105 on SP 174600	19	21
Lot 2106 on SP 174600	18	20
Lot 2201 on SP 174600	18	18
Lot 2202 on SP 174600	17	11
Lot 2203 on SP 174600	17	12
Lot 2204 on SP 174600	17	11
Lot 2205 on SP 174600	18	20
Lot 2206 on SP 174600	17	18
Lot 2301 on SP 174600	18	18
Lot 2302 on SP 174600	17	12
Lot 2303 on SP 174600	17	13
Lot 2304 on SP 174600	17	12
Lot 2305 on SP 174600	18	21
Lot 2306 on SP 174600	17	19
Lot 2401 on SP 174600	18	19
Lot 2402 on SP 174600	17	12
Lot 2403 on SP 174600	17	13
Lot 2404 on SP 174600	17	13
Lot 2405 on SP 174600	18	22
Lot 2406 on SP 174600	17	19

Lot 2501 on SP 174600	18	20
Lot 2502 on SP 174600	17	13
Lot 2503 on SP 174600	17	14
Lot 2504 on SP 174600	17	13
Lot 2505 on SP 174600	18	24
Lot 2506 on SP 174600	19	45
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Lot 2602 on SP 174600	20	47
Lot 3101 on SP 174601	17	10
Lot 3102 on SP 174601	16	7
Lot 3103 on SP 174601	17	10
Lot 3104 on SP 174601	17	10
Lot 3105 on SP 174601	16	7
Lot 3106 on SP 174601	17	10
Lot 3201 on SP 174601	17	10
Lot 3202 on SP 174601	16	9
Lot 3203 on SP 174601	16	9
Lot 3204 on SP 174601	16	9
Lot 3205 on SP 174601	16	8
Lot 3206 on SP 174601	17	10
Lot 3301 on SP 174601	16	10
Lot 3302 on SP 174601	16	9
Lot 3303 on SP 174601	16	10
Lot 3304 on SP 174601	16	10
Lot 3305 on SP 174601	16	9
Lot 3306 on SP 174601	16	10
Lot 3401 on SP 174601	16	11
Lot 3402 on SP 174601	16	10
Lot 3403 on SP 174601	16	11
Lot 3404 on SP 174601	16	11
Lot 3405 on SP 174601	16	9
Lot 3406 on SP 174601	16	11
Lot 3501 on SP 174601	16	11
Lot 3502 on SP 174601	16	11
Lot 3503 on SP 174601	16	11
Lot 3504 on SP 174601	16	11
Lot 3505 on SP 174601	16	11
Lot 3601 on SP 174601	20	36
Lot 4101 on SP 174602	19	20
Lot4102 on SP 174602	17	12
Lot4103 on SP 174602	18	14
Lot 4104 on SP 174602	18	14
Lot 4105 on SP 174602	17	12
Lot4106 on SP 174602	19	20
Lot 4201 on SP 174602	18	19
Lot 4202 on SP 174602	17	11

Lot 4203 on SP 174602	17	13
Lot 4204 on SP 174602	17	13
Lot 4205 on SP 174602	17	10
Lot 4206 on SP 174602	18	19
Lot 4301 on SP 174602	18	20
Lot 4302 on SP 174602	17	12
Lot 4303 on SP 174602	17	14
Lot 4304 on SP 174602	17	14
Lot 4305 on SP 174602	17	12
Lot 4306 on SP 174602	18	19
Lot 4401 on SP 174602	18	21
Lot 4402 on SP 174602	17	13
Lot 4403 on SP 174602	17	15
Lot 4404 on SP 174602	17	15
Lot 4405 on SP 174602	17	12
Lot 4406 on SP 174602	18	20
Lot 4501 on SP 174602	17	13
Lot 4502 on SP 174602	17	15
Lot 4503 on SP 174602	17	15
Lot 4504 on SP 174602	17	13
Lot 4505 on SP 174602	20	45
Lot 4601 on SP 174602	20	44
Lot 4602 on SP 174602	20	43
Lot 5101 on SP 198830	18	16
Lot 5102 on SP 198830	18	17
Lot 5103 on SP 198830	18	17
Lot 5104 on SP 198830	19	17
Lot 5201 on SP 198830	18	15
Lot 5202 on SP 198830	17	15
Lot 5203 on SP 198830	17	15
Lot 5204 on SP 198830	18	15
Lot 5301 on SP 198830	18	16
Lot 5302 on SP 198830	17	16
Lot 5303 on SP 198830	17	16
Lot 5304 on SP 198830	18	16
Lot 5401 on SP 198830	18	17
Lot 5402 on SP 198830	17	16
Lot 5403 on SP 198830	17	16
Lot 5404 on SP 198830	18	18
Lot 5501 on SP 198830	18	18
Lot 5502 on SP 198830	17	17
Lot 5503 on SP 198830	20	29
Lot 5601 on SP 198830	18	18
Lot 5602 on SP 198830	17	18
Lot 5603 on SP 198830	19	29
Lot 6101 on SP 198830	18	18

Lot6102 on SP 198830	20	18
Lot 6103 on SP 198830	18	12
Lot6104 on SP 198830	18	16
Lot 6201 on SP 198830	18	17
Lot 6202 on SP 198830	18	17
Lot 6203 on SP 198830	17	11
Lot 6204 on SP 198830	17	15
Lot 6301 on SP 198830	18	18
Lot 6302 on SP 198830	18	18
Lot 6303 on SP 198830	17	11
Lot 6304 on SP 198830	17	16
Lot 6401 on SP 198830	18	19
Lot 6402 on SP 198830	18	19
Lot 6403 on SP 198830	17	12
Lot 6404 on SP 198830	17	16
Lot 6501 on SP 198830	20	34
Lot 6502 on SP 198830	17	12
Lot 6503 on SP 198830	17	17
Lot 6601 on SP 198830	18	13
Lot 6602 on SP 198830	17	18
Lot 7101 on SP 198829	18	21
Lot 7102 on SP 198829	19	22
Lot 7103 on SP 198829	19	22
Lot 7104 on SP 198829	19	21
Lot 7105 on SP 198829	19	22
Lot 7106 on SP 198829	19	22
Lot 7107 on SP 198829	19	24
Lot 7108 on SP 198829	17	18
Lot 7201 on SP 198829	18	20
Lot 7202 on SP 198829	18	20
Lot 7203 on SP 198829	18	20
Lot 7204 on SP 198829	18	20
Lot 7205 on SP 198829	18	20
Lot 7206 on SP 198829	18	20
Lot 7207 on SP 198829	18	22
Lot 7208 on SP 198829	17	18
Lot 7301 on SP 198829	18	21
Lot 7302 on SP 198829	18	21
Lot 7303 on SP 198829	17	21
Lot 7304 on SP 198829	18	21
Lot 7305 on SP 198829	18	21
Lot 7306 on SP 198829	18	21
Lot 7307 on SP 198829	18	24
Lot 7308 on SP 198829	17	19
Lot 7401 on SP 198829	18	22
Lot 7402 on SP 198829	18	22

Lot 7403 on SP 198829	17	22
Lot 7404 on SP 198829	18	22
Lot 7405 on SP 198829	18	22
Lot 7406 on SP 198829	18	22
Lot 7407 on SP 198829	18	25
Lot 7408 on SP 198829	17	20
Lot 7501 on SP 198829	20	36
Lot 7502 on SP 198829	17	23
Lot 7503 on SP 198829	18	23
Lot 7504 on SP 198829	18	23
Lot 7505 on SP 198829	18	23
Lot 7506 on SP 198829	18	25
Lot 7507 on SP 198829	17	21
Lot 7601 on SP 198829	21	54
Lot 7602 on SP 198829	21	54
Lot 7603 on SP 198829	20	53
Allisee Villas Community Titles Scheme	150	100
TOTALS	3614	3766

2. DEFINITIONS

2.1. Terms that have a defined meaning in Schedule C have the same meaning in this Schedule.

3. EXPLANATION OF DIFFERENTIAL CONTRIBUTION LOT ENTITLEMENTS

- 3.1. On establishment of the Principal Scheme, the Principal Scheme Land consists of Development Lots and Common Property.
- 3.2. The contribution lot entitlements for the Development Lots on establishment are not equal.
- 3.3. The allocation of contribution lot entitlements is reflective of the matters and principles set out in the explanation in this Schedule A. The contribution lot entitlements for the Development Lots intended to comprise the Subsidiary Scheme are set to reflect the ultimate intended allocation of lot entitlements having regard to the matters in this Schedule A.
- 3.4. A layered arrangement of community titles schemes will be established by the progressive subdivision of Development Lots and the creation of a Subsidiary Scheme. Construction of Buildings and subsequent changes to occupancy and use of Development Lots and Buildings will occur progressively on each Development Lot.

Inherent characteristics of the Principal Scheme on establishment are:

- (1) The Development Lots are intended to be developed (under relevant Approvals) for residential uses.
- (2) The Principal Scheme Land comprises:
 - (a) roads as Common Property;
 - (b) open space areas which enhance the visual and physical amenity of the Principal Scheme land;
 - (c) the Cultural Heritage Precinct;
 - (d) the Internal Harbour, as Common Property for the Principal Scheme; and
 - (e) utility infrastructure used to service the Principal Scheme land;

all of which are the subject of Approvals for Development issued by the Gold Coast City Council.

3.5. As Development occurs on each Development Lot:

- (1) the nature, characteristics and features of the Lots including the nature and type of improvements on, or to be constructed on, and the type of use conducted from, or to be conducted from, Lots will change with consequential impacts as between the Lots; and
- (2) the relationship of the Lots in the Principal Scheme relevant to each of the characteristics of the Principal Scheme referred to in clause 2.4 will also change as between the Lots.

3.6. On establishment and on each occasion when Development of a Development Lot is completed, it is considered just and equitable that the contribution schedule lot entitlements for Lots be allocated and reallocated to take into account the matters in clause 2.4 and clause 2.5 and the extent to which the Lots have a differential impact on Principal Scheme expenses or derive a different benefit from Principal Scheme expenditure because of:

- (1) the state of Development of a Lot as compared to other Lots;
- (2) the nature, characteristics and features of the Development comprised in the Lot including the nature and type of improvements on, and the type of use conducted from, a Lot, and extending, without limitation, to the way in which the nature, characteristics, features and use of a Lot impact on the Body Corporate's performance of its obligations under the Act and the other factors listed in this clause 2.6;
- (3) the number of Lots comprised in the Subsidiary Scheme relative to use and occupation of other Lots;
- (4) the proximity, exposure to, and use by a Lot of Common Property or Principal Scheme Body Corporate assets the subject of Principal Scheme Body Corporate expenditure and obligations under the Act, or any applicable agreements;
- (5) the proximity, exposure to, and use by a Lot of amenities and services provided or acquired by the Principal Scheme Body Corporate and the Principal Scheme Body Corporate's obligations in respect of those amenities or services under the Act, or any applicable agreements; and
- (6) the proximity, exposure to, and use by a Lot of any Principal Scheme Body Corporate asset, right or amenity obtained for the benefit of Lots.

3.7. The contribution lot entitlements as allocated and reallocated as between Lots, will reflect, by reference to the matters in this Schedule A, a just and equitable balance.

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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A STATUS OF DEVELOPMENT

Lot 7 on SP174598 was initially a lot in the Principal Scheme and has been subdivided into 9 lots and common property forming a subsidiary scheme described as Allisee Villas Community Titles Scheme.

Lot 6 on SP174598 was initially a lot in the Principal Scheme and has been subdivided into 5 lots and common property and included in the scheme described as Allisee Villas Community Titles Scheme.

Lot 10 on SP198828 was initially a lot in the Principal Scheme and has been subdivided into 12 lots and common property and included in the scheme described as Allisee Villas Community Titles Scheme.

All other lots currently remain lots of the Principal Scheme.

1. DEVELOPMENT OF PRINCIPAL SCHEME LAND

1.1. The Developer, in accordance with, and subject to, Approvals will progressively Develop the Principal Scheme land (including the scheme land of the Subsidiary Scheme).

1.2. Subject always to clause 4 and clause 5 of this Schedule B, Progressive Development will comprise:

- (1) construction of Buildings, Facilities, improvements in Dedicated Areas and utility infrastructure;
- (2) reconfiguration by Applicable Plan Format of Development Lots, Buildings on Development Lots or Common Property; and
- (3) other Development associated with those activities.

1.3. In the course of Development:

- (1) Up to a maximum of 300 Residential Lots (in any configuration or combination authorised under Approvals for the Development) may be created as Lots in the Schemes.
- (2) The Developer intends to develop between 220 and 300 Residential Lots.
- (3) A layered arrangement of community titles schemes will be created. This is explained in clause 3 of this Schedule.

1.4. The Residential Lots must be either:

- (1) Lots in the Principal Scheme; or
- (2) Lots in the Subsidiary Scheme when created and on completion of the Development and be comprised within the Subsidiary Scheme land.

Residential Lots are intended for predominantly residential use.

1.5. A copy of Approvals for Development of the Principal Scheme land are held and available for inspection at the office of the Body Corporate Manager for the Schemes, Strata3 Group.

2. SEQUENCE AND NATURE OF DEVELOPMENT

2.1. The Developer will construct Buildings, Facilities, utility infrastructure and any required improvements in Dedicated Areas, on the Development Lots and subdivide (subject always to clause 4 of this Schedule 8) the Development Lots and Buildings.

2.2. The Concept Plan shows the intended Development Lots on establishment of the Scheme and during Development of the Scheme and describes the intended allocation of Residential Lots in the Principal Scheme.

2.3. Subject always to clauses 4 and 5 of this Schedule B, on each occasion when a Development Lot is subdivided any or all of the following will occur:

- (1) Buildings constructed on, or land comprised in, a Development Lot will be subdivided by Applicable Plan Format to create Residential Lots;
- (2) Residential Lots created must either become:
 - (a) Lots in the Principal Scheme; or
 - (b) Lots in the Subsidiary Scheme;
- (3) Common Property may be created or reconfigured for either or both of the Principal Scheme or the Subsidiary Scheme, but subject always to the limitations in clauses 4 and 5 of this Schedule B.
- (4) Lots (including Development Lots) and Common Property, subject always to the limitations in clauses 4 and 5 of this Schedule B, may be created, amalgamated, realigned or boundaries may be redefined to give effect to Development or to comply with Approvals.
- (5) Dedicated Areas may be defined and dedicated as required under Approvals.
- (6) Facilities may (by definition and location on an Applicable Plan Format) be included in Subsidiary Scheme land or left within Principal Scheme land.

2.4. Without limiting clause 2.3 but subject to clauses 4 and 5 of this Schedule B:

- (1) Development Lot 5 as shown on the Concept Plan is intended to be further reconfigured to create:
 - (a) Additional Common Property in the Scheme; and
 - (b) 3 Development Lots shown on the Concept Plan as Development Lots 8, 9 and 10 as Lots in the Principal Scheme;
- (2) Buildings will be constructed on Development Lots 8, 9 and 10 as shown on the Concept Plan and the Buildings will be subdivided by Applicable Plan Format to create Residential Lots in the Principal Scheme from Development Lots 8 and 9 and in the Subsidiary Scheme from Development Lot 10 (within the 300 lot limit described in clause 1.3(2) of this Schedule BJ.

2.5. The way in which Subsidiary Scheme land is to be progressively Developed will be described in the community management statement for the Subsidiary Scheme. The Subsidiary Scheme will be constituted by land comprised in Development Lots 6 and 7 initially and by addition of land in Development Lot 10 as shown on the Concept Plan. Descriptions of Development in the Subsidiary Scheme community management statements must be consistent with this Schedule B.

2.6. The Developer may (subject to the requirements of Assessing Authority Approvals and subject always to the limitations in clauses 4 and 5 of this Schedule BJ:

- (1) Undertake Development and do the things in clause 2.3 and clause 2.4 on parts of the Schemes simultaneously with Development in other parts of the Schemes and in any sequence.
- (2) Vary the number, size or configuration or location of Lots and Common Property (subject always to the limitations in clauses 4 and 5 of this Schedule B) in any part of the Schemes and on any Applicable Plan Format, although the total number of Lots in the Schemes will remain as Approved and within the 300 lot limit in clause 1.3(2) of this Schedule B when the Development is completed.
- (3) Vary the extent of Facilities or Dedicated Areas in any part of the Schemes.

2.7. The Development and indicative location of Development lots, Principal Scheme Common Property (including the Internal Harbour) and the Cultural Heritage Precinct and description of how Residential Lots are intended to be allocated to the Subsidiary Scheme are illustrated or shown on the Concept Plan which is only illustrative and does not fix the location or size of Buildings, Lots, other improvements, Common Property, Dedicated Areas, Facilities or exclusive use areas or the internal or external boundaries of any of them, all of which are subject to:

- (1) modification or variation as permitted under Assessing Authority Approvals or which does not require a new Approval to undertake;
- (2) final surveys on completion of construction and/or placement of the Buildings, improvements and utility infrastructure on or within Schemes; and
- (3) completion of any other works, including landscaping, required to be undertaken under any Assessing Authority Approval.

2.8. Subject always to the limitations in clauses 4 and 5 of this Schedule B, the Developer may vary the Concept Plan to accommodate those matters in clauses 2.7(1) and 2.7(2) and other changes or matters referred to as part of the description of Development in this Schedule B as is required by the Act to ensure that on each occasion a new community management statement is recorded, the Concept Plan reflects the Development as then completed and to be completed.

3. LAYERED ARRANGEMENT OF SCHEMES

3.1. In conjunction with the Development of the Principal Scheme land, a layered arrangement of community titles schemes will be established by progressive subdivision of Development Lots.

3.2. The layered arrangement will comprise:

- (1) the Principal Scheme; and

(2) the Subsidiary Scheme.

- 3.3. It is intended that a Subsidiary Scheme comprising Development Lots 6 and 7 and Development Lot 10 as shown on the Concept Plan will be created in the course of Development.
- 3.4. In the course of Development of the Subsidiary Scheme, up to a maximum of 29 Residential Lots (in any configuration or combination authorised under Approvals for the Development) may be created as Lots in the Subsidiary Scheme (and those 29 lots are included in the 300 lot limit described in clause 1.3(1) of this Schedule B.

4. RESIDENTIAL PARCELS

- 4.1. The Developer has made certain undertakings and commitments in relation to subdivision of the Principal Scheme land to satisfy the Requirements of the Government Agency administering approvals given in respect of the Internal Harbour.
- 4.2. As a consequence of those undertakings and commitments in progressively Developing the Principal Scheme land, including by subdivision of Development Lots in accordance with clause 2.3:
- (1) The number of separate parcels of residential land controlled by different bodies corporate (inclusive of Principal and Subsidiary Schemes) cannot exceed 7 (being the same number as the number of Development Lots shown on the Concept Plan on establishment of the Scheme).
 - (2) All Residential Lots must be Lots in the Principal Scheme or Lots in the Subsidiary Scheme when the Residential Lots are created.
 - (3) No Lot may be excluded from or added to Scheme land if to do so would create circumstances that could lead to a breach of clause 4.2(1).

5. FUTURE ALLOCATIONS

- 5.1. Subject to clauses 5.2 and 5.3 of this Schedule B, Common Property of the Principal Scheme may be allocated to the Subsidiary Scheme on each occasion when a Development Lot is subdivided as explained in clause 2.3 of this Schedule B.
- 5.2. The Internal Harbour and the Boardwalk Areas within the Principal Scheme land are Common Property for the Principal Scheme and must not be allocated to a Lot (including the Subsidiary Scheme) in the course of Development of the Principal Scheme land or any Subsidiary Scheme land and the provisions of the Code that restrict the rights to make changes to those boundaries must be observed by the Developer, the Principal Scheme Body Corporate and all Owners.
- 5.3. The boundaries of the Internal Harbour must not be altered by any subdivision or by any other Development forecast in this Schedule B in the course of Development of the Principal Scheme land or any Subsidiary Scheme land.

6. CHANGES TO CODE FOR DEVELOPMENT

- 6.1. The Developer may make changes to the Code to give effect to Approvals or requirements of a Governmental Agency and those changes are changes required to implement Development proposed under this community management statement within the meaning of section 62(4)(f) of the Act.

7. EASEMENTS

- 7.1. The terms of Assessing Authority Approvals require provision of easements of not less than 5 metres width over the Boardwalk Area in favour of the Local Government. Under the Act, statutory easements apply to ensure the provision of continued access for the Body Corporate including for the purposes of maintenance of the whole or part of the Boardwalk Area as explained in Schedule D.
- 7.2. The Developer may require, cause or procure the grant of easements and other reciprocal rights over the Lots to comply with Approvals or otherwise facilitate the Development.

- 7.3. Owners will be bound by the terms of this community management statement, Assessing Authority Approvals which attach to and run with the Lots and relate to these matters, registered easements and statutory easements that apply under the Act.

8. FACILITIES AND DEDICATED AREAS

- 8.1. Facilities are intended to remain private, subject to the grant of any easements or other reciprocal rights arrangements required to be given under Assessing Authority Approvals (including the easement over the Boardwalk Area or otherwise under this community management statement) allowing public access or third party or use.
- 8.2. Dedicated Areas are for public use.

9. REMOVAL OF UNDEVELOPED LOT FROM THE SCHEME

- 9.1. Subject always to the limitations in clauses 4 and 5 of this Schedule B, the Developer may (if able to be done by Applicable Plan Format where a reconfiguration is required) remove a Development Lot from the Schemes at any time.
- 9.2. If a Development Lot is removed from the Schemes then the relevant Schemes will comprise any remaining Lots and Common Property.
- 9.3. Subject always to the limitation in clauses 4 and 5 of this Schedule B, Common Property may also be added or removed from the Schemes in accordance with the Act and the regulation module that applies to the Schemes. For the avoidance of doubt no alteration may be made to the Common Property that affects the Internal Harbour boundaries.

10. INTERNAL PRIVATE HARBOUR, ACCESS CHANNEL AND OTHER AREAS

- 10.1. As part of the Development of the Schemes, the Internal Harbour and Boardwalk Areas within the Principal Scheme land are Common Property for the Principal Scheme.
- 10.2. Applicable provisions of Assessing Authority Approvals and undertakings and commitments given to Government Agencies relating to the Internal Harbour, the Access Channel and the Boardwalk Areas are reflected in Schedule D of this community management statement. The Body Corporate for the Principal Scheme is responsible for:
- (1) Ensuring compliance with those provisions and the requirements in this community management statement for those matters.
 - (2) The ongoing maintenance of the entire area of the Internal Harbour, the Access Channel, the Revetment Walls, and all Boardwalk Areas (other than to the extent that the Local Government accept responsibility for and undertake the maintenance of the Boardwalk Areas situated on Reserve Land) in accordance with its obligations under the Act (as reflected in Schedule D), Assessing Authority Approvals and undertakings and commitments given to Government Agencies.
 - (3) Ensuring ongoing access over the Boardwalk Areas and around the Internal Harbour to the public, including in the manner specified in Schedule C and Schedule D to this community management statement.

11. CONTRIBUTION SCHEDULE LOT ENTITLEMENTS REVIEW

- 11.1. The contribution schedule entitlements for Lots in the Principal Scheme at the date of this community management statement are set out in Schedule A.
- 11.2. The aggregate of the contribution schedule lot entitlements in the Principal Scheme is the total of all contribution schedule lot entitlements for all Lots in the Principal Scheme (including Lots that are comprised by scheme land for the Subsidiary Scheme). The aggregate may change as the Subsidiary Scheme, Lots in the Principal Scheme and Lots in the Subsidiary Scheme and Common Property are created or otherwise dealt with under the Act in the course of the Development as described in this Schedule B.
- 11.3. When the Subsidiary Scheme is created or reconfigured by subdivision of all or part of Development Lots 6 and 7 and Development Lot 10 (as shown on the Concept Plan), the contribution schedule lot entitlements in this

community management statement will be amended in accordance with the principles and methodology described in Schedule A.

12. INTEREST SCHEDULE LOT ENTITLEMENTS

- 12.1. The interest schedule lot entitlements for the Lots included in the Principal Scheme at the date of this community management statement are set out in Schedule A.
- 12.2. The aggregate of the interest schedule lot entitlements in the Principal Scheme is the total of all interest schedule lot entitlements for all Lots in the Principal Scheme (including Lots that are comprised by or will comprise scheme land for the Subsidiary Scheme). The aggregate may change as the Subsidiary Scheme, Lots in the Principal Scheme, and Lots in the Subsidiary Scheme and Common Property, are created or otherwise dealt with under the Act in the course of the Development as described in this Schedule B.

13. DEFINITIONS

- 13.1. In this Schedule B, unless the context otherwise requires:

- (1) **Access Channel** means the channel, including rock training wall and batters, within the Broadwater which provides for navigable access to and from the Internal Harbour and the Broadwater, as defined on the drawings for which sanctions were granted pursuant to the provisions of section 86 of the *Harbours Act 1955* on 5 October 1989 and 10 July 2003, or as subsequently amended by any future approvals;
- (2) **Act** means *Body Corporate and Community Management Act 1997* or legislation which replaces it;
- (3) **Applicable Plan Format** means a plan of subdivision in the format applicable for the reconfiguration of a Development Lot having regard to the Plan Format comprising the Development Lot being reconfigured;
- (4) **Approvals** means development approvals and permits issued by the Assessing Authority or any other consent, authority, permission or similar approval issued by a Government Agency (including those of a referral agency in a development approval or development permit) for Development and includes:
 - (a) Approvals 663/87/23 and 663/87/23 Part 8 (8810034R); and
 - (b) Any approval (as defined) that replaces, varies or modifies an approval (as defined);
- (5) **Assessing Authority** has the same meaning given to it under the *Integrated Planning Act 1997*;
- (6) **Berths** means marina berths constructed in or on the Common Property in the Internal Harbour;
- (7) **Boardwalk Areas** means the boardwalk area comprised or to be comprised within the Principal Scheme land and on the Reserve Land and includes any modified area required for the boardwalk;
- (8) **Body Corporate** means the body corporate for the relevant Scheme, as the context requires;
- (9) **Broadwater** means the Southport Broadwater adjacent to the Principal Scheme land;
- (10) **Buildings** means buildings constructed on the Principal Scheme land (including in the Subsidiary Scheme) and includes any modifications, variations or replacement buildings to or for those buildings.
- (11) **Code** means the code in Schedule D of this community management statement;
- (12) **Common Property** means the common property for the Principal Scheme or the Subsidiary Scheme as the context requires;
- (13) **Concept Plan** means one or more of the concept plans annexed to this community management statement at Annexure A and described as drawing numbers:
 - (a) 7619-CON-2;
 - (b) 7619-CON-3; and

- (c) 7619-CON-50;
- (14) **Cultural Heritage Management Plan** means a plan which an Assessing Authority requires the Body Corporate to enter into for the purposes of management and preservation of the Cultural Heritage Precinct;
- (15) **Cultural Heritage Precinct** means land in the Principal Scheme or the Subsidiary Scheme and which is designated, as such in a Cultural Heritage Management Plan;
- (16) **Dedicated Areas** means roads, open space or other parts of the Principal Scheme land (including land in the Subsidiary Scheme) that is dedicated or otherwise transferred to or held by a Governmental Agency under an Approval.
- (17) **Development** means all activities defined as development under the *Integrated Planning Act 1997*, conducted or undertaken in connection with the Principal Scheme land or the Subsidiary Scheme and includes the development indicated or referred to in clause 1.2 of this Schedule and the Concept Plan and Develop or Developed have a corresponding meaning.
- (18) **Development Lot** means any or all of the following:
- (a) the Lots in the Principal Scheme on establishment; and
 - (b) Lots created by reconfiguration of a Development Lot and which are intended by the Developer to be further subdivided by any Applicable Plan Format, subject always to the restrictions in clauses 4 and 5 of this Schedule B;
- (19) **Developer** means the original owner for the Principal Scheme and includes any successor in title to the original owner that undertakes Development under the Approvals of the Principal Scheme land (including any successor in title developing Development Lot 6, 7 and 10 as shown on the Concept Plans);
- (20) **Facilities** means facilities and amenities for the Schemes and includes:
- (a) internal private roadways, paths, access ways and boardwalks;
 - (b) the Access Channel;
 - (c) sporting, leisure and recreational facilities such as pools, gym, tennis court and barbeque areas;
 - (d) the Internal Harbour and the Boardwalk Areas and associated Berths;
 - (e) utility infrastructure that is not Common Property or part of a Dedicated Area; and
 - (f) other similar facilities or amenities to be constructed or made available as part of Development.
- (21) **Governmental Agency** means any government and any governmental body whether:
- (a) legislative, judicial or administrative;
 - (b) a department, commission, authority, tribunal, agency or entity; or
 - (c) commonwealth, state, territorial or local;
- but does not include a governmental body in respect of any service or trading functions as distinguished from regulatory or fiscal functions;
- (22) **Internal Harbour** means the inundated freehold land connected to the Broadwater, including land abutting the inundated land in or on which the Revetment Walls enclosing the inundated land are constructed and within the Principal Scheme land, as defined on the drawings for which sanction was granted pursuant to the provisions of section 86 of the *Harbours Act 1955* on 9 July 2003, or as subsequently amended by any future approvals and includes the excavated basin, the Revetment Walls for the basin, stormwater outlets and rock revetment and foreshore protection within the basin;

- (23) **Local Government** means the local government for the area in which the Schemes are located;
- (24) **Lots** mean lots that are part of the Principal Scheme or the Subsidiary Scheme and includes Development Lots and Residential Lots, as the context requires;
- (25) **Occupier** means an occupier as defined under the Act;
- (26) **Owners** means members of the Schemes;
- (27) **Plan Format** means a plan format under the *Land Title Act 1994* (standard, building or volumetric) and includes a plan amalgamating Lots or Common Property or otherwise redefining boundaries;
- (28) **Principal Scheme** means the Allisee Community Titles Scheme containing the Lots and the Common Property;
- (29) **Reserve Land** means Lots 22 and 23 on RP 809256, abutting the Principal Scheme land and any other land to be dedicated to an Assessing Authority or Government Agency as public land in the course of the Development of the Principal Scheme land;
- (30) **Residential Lots** means lots created by reconfiguration of Development Lots by Applicable Plan Format capable of use for purposes permitted under Approvals;
- (31) **Revetment Wall** means the revetment walls around the Internal Harbour within the Principal Scheme Land, and the revetment walls on or adjacent to the boundary between the Reserve Land and the Broadwater, as defined respectively on the drawings for which sanctions were granted pursuant to the provisions of section 86 of the *Harbours Act 1955* on 9 July 2003 and 5 October 1989, or as subsequently amended by any future approvals;
- (32) **Schemes** means one or more of the Principal Scheme or the Subsidiary Scheme as the context requires; and
- (33) **Subsidiary Scheme** means a community titles scheme created by progressive Development of all or part of Development Lots 6 and 7 and Development Lot 10 as shown on the Concept Plan.

SCHEDULE C	BY-LAWS
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1. DEFINITIONS AND INTERPRETATIONS

1.1. In these By-laws, terms that are defined in Schedule D have the same meaning and otherwise:

- (1) **Access Channel** means the channel, including rock training wall and batters, within the Broadwater which provides for navigable access to and from the Internal Harbour and the Broadwater, as defined on the drawings for which sanctions were granted pursuant to the provisions of section 86 of the *Harbours Act 1955* on 5 October 1989 and 10 July 2003, or as subsequently amended by any future approvals;
- (2) **Act** means Body Corporate and Community Management Act 1997 or legislation which replaces it;
- (3) **Applicable Plan Format** means a plan of subdivision in the format applicable for the reconfiguration of a Development Lot having regard to the Plan Format comprising the Development Lot being reconfigured;
- (4) **Approvals** means development approvals and permits issued by the Assessing Authority or any other consent, authority, permission or similar approval issued by a Government Agency (including those of a referral agency in a development approval or development permit) for Development and includes:
 - (a) Approvals 663/87/23 and 663/87/23 Part 8 (8810034R); and
 - (b) any approval (as defined) that replaces, varies or modifies an approval (as defined);
- (5) **Assessing Authority** has the same meaning given to it under the *Integrated Planning Act 1997*;

- (6) **Berths** means marina berths constructed on or in the Common Property in the Internal Harbour;
- (7) **Boardwalk Areas** means the boardwalk area comprised or to be comprised within the Principal Scheme land and on the Reserve Land and includes any modified area required for the boardwalk;
- (8) **Body Corporate** means the body corporate for the Principal Scheme;
- (9) **Body Corporate Asset** means body corporate asset for the Principal Scheme;
- (10) **Body Corporate Manager** means a body corporate manager for the Principal Scheme;
- (11) **Broadwater** means the Southport Broadwater adjacent to the Principal Scheme land;
- (12) **Code** means the code in Schedule D of this community management statement;
- (13) **Committee** means the committee for the Body Corporate of the Principal Scheme;
- (14) **Common Property** means common property of the Principal Scheme and does not include common property of the Subsidiary Scheme unless specifically stated;
- (15) **Concept Plan** means one or more of the concept plans annexed to this community management statement described as drawing numbers:
 - (a) 7619-CON-2;
 - (b) 7619-CON-3; and
 - (c) 7619-CON-50;
- (16) **Costs** means any costs, charges, expenses, outgoings, payments or other expenditure of any nature and, where appropriate, includes reasonable fees and disbursements payable to contractors, consultants, accountants and lawyers;
- (17) **Cultural Heritage Management Plan** means a plan which an Assessing Authority requires the Body Corporate to enter into for the purposes of management and preservation of the Cultural Heritage Precinct;
- (18) **Cultural Heritage Precinct** means land in the Principal Scheme or the Subsidiary Scheme and which is designated, such as in a Cultural Heritage Management Plan;
- (19) **Dedicated Areas** means roads, open space or other parts of the Principal Scheme land (including land in the Subsidiary Scheme) that is dedicated or otherwise transferred to a Governmental Agency under an Approval;
- (20) **Development** means all activities defined as development under the Integrated Planning Act 1997, conducted or undertaken in connection with the Principal Scheme land or the Subsidiary Scheme and includes the Development indicated or referred to in Schedule B (as applicable) and Develop or Developed have a corresponding meaning;
- (21) **Development Lot** means any or all of the following:
 - (a) the Lots in the Principal Scheme on establishment; and
 - (b) Lots created by reconfiguration of a Development Lot and which are intended by the Developer to be further subdivided or Developed;
- (22) **Developer** means the original owner for the Principal Scheme and includes any successor in title to the original owner that undertakes Development under the Approvals of the Principal Scheme land (including any successor in title developing Development Lots 6, 7 and 10 as shown on the Concept Plans);

- (23) **EMP** means an environmental management plan under an Assessing Authority Approval or otherwise referred to in this community management statement, copies of which are retained and available for inspection at the office of the Body Corporate Manager for the Schemes;
- (24) **Facilities** means facilities and amenities for the Schemes and includes:
- (a) internal private roadways, paths, access ways and boardwalks;
 - (b) Access Channel;
 - (c) sporting, leisure and recreational facilities such as pools, gym, tennis court and barbeque areas;
 - (d) the Internal Harbour, Boardwalk Areas and associated Berths;
 - (e) utility infrastructure that is not Common Property or part of a Dedicated Area; and
 - (f) other similar facilities or amenities to be constructed or made available as part of Development;
- (25) **Governmental Agency** means any government and any governmental body whether:
- (a) legislative, judicial or administrative;
 - (b) a department, commission, authority, tribunal, agency or entity; or
 - (c) commonwealth, state, territorial or local;
- but does not include a governmental body in respect of any service or trading functions as distinguished from regulatory or fiscal functions;
- (26) **Improvements** means:
- (a) any addition or alteration to the Common Property or any Body Corporate Asset; or
 - (b) the installation of any fixtures, equipment, appliances or other apparatus on the Common Property or any Body Corporate Asset;
- (27) **Internal Harbour** means the inundated freehold land connected to the Broadwater, including land abutting the inundated land in or on which the revetment walls enclosing the inundated land are constructed and within the Principal Scheme land, as defined on the drawings for which sanction was granted pursuant to the provisions of section 86 of the Harbours Act 1955 on 9 July 2003, or as subsequently amended by any future approvals and includes the excavated basin, the revetment walls for the basin, stormwater outlets and rock revetment and foreshore protection within the basin;
- (28) **Invitee** means each of the Owner's agents, visitors, tenants, licensees or others (with or without invitation) who may be on a Lot or the Principal Scheme land;
- (29) **Local Government** means the local government for the area in which the Schemes are located;
- (30) **Lots** means lots in the Principal Scheme and includes the scheme land for the Subsidiary Scheme comprising a lot in the Principal Scheme;
- (31) **Management Plans** means (as amended from time to time):
- (a) the "Maintenance Dredging & On Site Excavations Management Plan" (Issue 6) prepared by Weathered Howe, dated 14 May 2003; and
 - (b) the "Acid Sulphate Management Plan" contained in the Development Approval,
- copies of which are retained and available for inspection at the office of the Body Corporate Manager for the Scheme;

- (32) **Manager's Lot** means the lot in the Scheme owned or controlled by the entity or person that has entered into an agreement with the Body Corporate to perform caretaking services and who is authorised to offer letting functions under a letting agent authorisation with the Body Corporate;
- (33) **Occupier** means an occupier as defined under the Act, and includes an occupier of a lot in the Subsidiary Scheme;
- (34) **Owners** means members of the Schemes;
- (35) **Plan Format** means a plan format under the Land Title Act 1994 (standard, building or volumetric) and includes a plan amalgamating Lots or Common Property or otherwise redefining boundaries;
- (36) **Principal Scheme** means the Allisee Community Titles Scheme containing the Lots and the Common Property;
- (37) **Reserve Land** means Lots 22 and 23 on RP 809256, abutting the Principal Scheme land and any other land to be dedicated to an Assessing Authority or Government Agency as public land in the course of Development of the Principal Scheme land;
- (38) **Residential Lots** means lots created by reconfiguration of Development Lots by Applicable Plan Format capable of use for purposes permitted under Approvals;
- (39) **Revetment Walls** means the revetment walls around the Internal Harbour within the Principal Scheme Land, and the revetment walls on or adjacent to the boundary between the Reserve Land and the Broadwater, as defined respectively on the drawings for which sanctions were granted pursuant to the provisions of section 86 of the Harbours Act 1955 on 9 July 2003 and 5 October 1989, or as subsequently amended by any future approvals;
- (40) **Requirement** means any requirement, or authorisation, of Government Agency necessary or desirable under applicable law or regulation and includes the provisions of any statute, ordinance or By-law under the Act and the Approvals;
- (41) **Schemes** means one or more of the Principal Scheme or the Subsidiary Scheme as the context requires;
- (42) **Secretary** means the secretary for the Body Corporate for the Principal Scheme;
- (43) **Subsidiary Scheme** means a community titles scheme created by progressive Development of either or both of Development Lots 6 and 7 and Development Lot 10 as shown on the Concept Plan; and
- (44) **Works** means works for Development (as that term is defined in IPA) and includes works required in connection with any reconstruction, restoration and refurbishment of any part of the Building including any Owner's Lot.

1.2. In these By-laws reference to:

- (1) the singular includes the plural and the plural includes the singular;
- (2) a person means a person bound by these By-laws and includes a body corporate, an unincorporated association or an authority; and
- (3) a statute, regulation or provision of a statute or regulation ("**Statutory Provision**") includes:
 - (a) that Statutory Provision as amended or re-enacted from time to time; and
 - (b) a statute, regulation or provision enacted in replacement of that Statutory Provision.
- (4) "Including" and similar expressions are not words of limitation.
- (5) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

- (6) Headings are for convenience only and do not form part of these By-laws or affect interpretation.
- (7) Unless the context requires otherwise, words that have a defined meaning in the Act have the same meaning in these By-laws.

2. OBSTRUCTION OF COMMON PROPERTY

- 2.1. An Owner must not obstruct lawful use of the Common Property or Body Corporate Assets by another person, and, without limitation, access to:
- (1) the Common Property or any Body Corporate Asset during Development; or
 - (2) any easement area over which Owners obtain access to a Lot or the Common Property.

3. USE OF COMMON PROPERTY

- 3.1. An Owner must:
- (1) use the Common Property or any Body Corporate Asset for the purpose for which it was designed or intended;
 - (2) comply with all directions and rules of the Body Corporate relating to conduct on the Common Property or use of any Body Corporate Asset; and
 - (3) observe all relevant Requirements in connection with the Common Property or Body Corporate Assets.

4. RECREATION FACILITIES - POOL

- 4.1. Owners, Occupiers and Invitees may use the swimming pool constructed on the Common Property in accordance with this By Law and the 'Pool Rules' signage erected adjacent to the facility. The Committee of the Body Corporate may modify any signage at any time.
- 4.2. Children below the age of 12 years are not allowed in or around the pool unless accompanied by an adult exercising effective control over them.
- 4.3. Glass containers or receptacles of any type are not to be taken to the pool area.
- 4.4. Owners, Occupiers, or Invitees must exercise caution at all times and must not run, or splash, or behave in any manner that is likely to interfere with the use and enjoyment of the pool by others.
- 4.5. The dress standard must be in line with that for bathing at the Local Council public pools or as notified by the Committee from time to time.
- 4.6. Drunk and disorderly behaviour is not permitted in the pool area.
- 4.7. The swimming pool may be used only during the hours specified in the 'Pool Rules' signage adjacent to the pool as amended by the Committee from time to time.

5. RECREATION FACILITIES - GYM

- 5.1. Owners, Occupiers and Invitees may use the gym facility constructed on the Common Property in accordance with this By Law and the 'Gym Rules' signage erected adjacent to the facility. The Committee of the Body Corporate may modify any signage at any time.
- 5.2. Appropriate gym shoes are to be worn. Bare feet are not permitted.
- 5.3. No use must be made of the gym facilities which involves damage, inconvenience or nuisance to any Owner, Occupier or Invitee nor which causes damage to the surface, fixtures, fittings or equipment of the gym.
- 5.4. The gym must not be used by an Invitee unless accompanied by the host Owner or Occupier.

5.5. Drunk, disorderly, or loutish behaviour is not permitted in the gym at any time, and no alcoholic beverage is to be brought into the gym.

5.6. The hours that the gym facility may be used are per the 'Gym Rules' signage or as amended from time to time by the Committee.

6. RECREATION FACILITIES - TENNIS COURT

6.1. Owners, Occupiers and Invitees may use the tennis court constructed on the Common Property in accordance with this By Law and any 'Tennis Court Rules' signage erected in the tennis court area. The Committee of the Body Corporate may modify any signage at any time.

6.2. Appropriate shoes are to be worn. Bare feet are not permitted.

6.3. No use must be made of the tennis court area which involves damage, inconvenience or nuisance to any Owner, Occupier or Invitee nor which causes damage to the surface, fixtures, fittings or equipment.

6.4. Drunk and disorderly behaviour is not permitted in the tennis court area at any time.

6.5. The tennis court may be used only during the hours specified in any Tennis Court Rules' signage in the tennis court area as amended by the Committee from time to time.

7. RECREATION FACILITIES - SPA, SAUNA AND STEAM ROOM

7.1. Owners, Occupiers and Invitees may use the spa, sauna and steam room facilities constructed on the Common Property in accordance with this By Law and any signage erected adjacent to the facilities. The Committee of the Body Corporate may modify any signage at any time.

7.2. Children below the age of 12 years are not allowed in or around the facilities unless accompanied by an adult exercising effective control over them.

7.3. Glass containers or receptacles of any type are not to be taken to the facilities.

7.4. Owners, Occupiers, or Invitees must exercise caution at all times and must not behave in any manner that is likely to interfere with the use and enjoyment of the facilities by others.

7.5. The dress standard must be in line with that for bathing at the Local Council public pools or as notified by the Committee from time to time.

7.6. Drunk and disorderly behaviour is not permitted and no alcoholic beverage is to be brought into the facilities area.

7.7. The facilities may be used only during the hours specified in any signage adjacent to the facilities as amended by the Committee from time to time.

8. MOVING GOODS AND FURNITURE

8.1. Owners and Occupiers must not move any large furnishings into or out of their Lots, or on the Common Property, without having given prior notice to either the caretaker for the Scheme (if any), or the Committee, and the moving must be done in the manner, by the route, and at the time directed by the caretaker or Committee.

8.2. An Owner or Occupier will be responsible for reimbursing the Body Corporate for any damage to any Body Corporate Asset, property, or Facility caused by the moving of goods and furniture into or out of a Lot or Common Property.

9. EXTERNAL APPEARANCE OF LOTS

9.1. Owners and Occupiers must not, except with the consent in writing of the Body Corporate, hang towels, bedding, clothing or other articles, display any sign, advertisement, placard, banner, pamphlet or like matter on any part of their Lot in such a way as to be visible from outside the Lot.

9.2. Owners or Occupiers must not:

- (1) use balconies for the storage of household goods, boxes, cartons or the like;
- (2) erect external blinds or awnings without the prior written consent of the Committee;
- (3) alter the external colour scheme of any improvement on its Lot without the prior written consent of the Committee;
- (4) erect an outside wireless, television antenna or satellite receiver without the prior written consent of the Committee; or
- (5) install, remove or replace any curtain backing, blind, insect screen or window tinting, unless the colour and design has the prior written consent of the Committee.

9.3. Any consent or approval given by the Body Corporate pursuant to these By-laws must, if practicable, be revocable upon notice to the Owner or Occupier for the time being having the benefit of the consent or approval.

10. AIR CONDITIONING

10.1. Air conditioning must not be installed on any Lot or Common Property without the prior written consent of the Body Corporate. Consent may be given conditionally and particular regard must be given to location, appearance, electrical load, disposal of condensate, and noise of the proposed air-conditioning system.

11. RENOVATION WORKS

11.1. Any Owner who wishes to undertake Works, including building works or renovation and refurbishment of a Lot, must observe the provisions of the Code in Schedule D.

12. NOISE

12.1. Owners, Occupiers, and Invitees must not make, or permit, any noise in the Lot or on Common Property which will be likely to unreasonably interfere in any way with the peaceful enjoyment of other Owners or Occupiers or of any person lawfully using the Common Property.

12.2. In the event of any unavoidable noise in a Lot at any time, the Owner or Occupier must take all practical means to minimise annoyance to other Owners or Occupiers.

12.3. All musical instruments, radios, television receivers and sound equipment must be controlled so that they do not cause an annoyance to another Owner or Occupier. Such equipment and instruments shall not be operated between the hours of 10:00 pm and 8:00 am in such a manner as to be audible to any other Owner or Occupier.

12.4. Quiet playing of musical instruments is permissible to a reasonable extent at any time during the hours of 8:00 am to 9:00 pm. Practising during those hours is permissible but for not longer than one (1) hour at a time, or for a total of more than three (3) hours in any day.

12.5. Owners and Occupiers must avoid the use of any appliance, which may cause noise nuisance to other Lots, between the hours of 10:00pm and 7:00am. Examples of appliances, which can cause noise nuisance, are dishwashers, washing machines, vacuum cleaners, and the like.

12.6. Owners and Occupiers must not hold, or permit to be held, any social gathering that will cause noise that will unduly interfere with the quiet enjoyment of other Owners or Occupiers.

12.7. Where the floor of a Lot (or part of it), including a balcony area, is a hard surface such as tile or timber, the Owner or Occupier of that Lot must take reasonable steps to minimize the noise furniture and other like objects make when moved on that surface, particularly noise transmission through to adjacent Lots. The use of floor rugs and felt pads on furniture legs are examples of measures that should be taken to reduce such noise transmission.

12.8. Owners and Occupiers of Lots that contain any appliance, fixture or fitting that contributes to 'triggering' or exacerbating any 'water hammer' noise nuisance, must take steps to have the problem rectified, including the removal or modification of the appliance, fixture or fitting.

13. IMPROVEMENTS TO COMMON PROPERTY

- 13.1. Other than for the purposes of Development and when undertaken by or for the Developer, as described in Schedule B, an Owner must not make any Improvements without the prior written consent of the Body Corporate and must observe the applicable provisions of the Act and the regulation module for the Principal Scheme for the making of Improvements.
- 13.2. In giving its consent to any Improvement, the Body Corporate may:
- (1) obtain advice from consultants; and
 - (2) recover the costs of obtaining advice from consultants from the person seeking the Body Corporate's consent.
- 13.3. Any Improvement made or sought to be made by an Owner:
- (1) must be maintained and repaired by the Owner unless the Body Corporate agrees to the contrary by resolution in general meeting; and
 - (2) comply with all Requirements.
- 13.4. The Body Corporate may remove any unauthorised Improvement and recover the Costs of doing so from the person responsible for the Improvement.
- 14. BODY CORPORATE'S RESPONSIBILITIES FOR THE INTERNAL HARBOUR, BOARDWALK AREAS**
- 14.1. The Internal Harbour and the Boardwalk Areas (in part) are Common Property for the Principal Scheme.
- 14.2. Under the Act, the Body Corporate has a statutory responsibility and it is its function to administer, manage and control the Common Property and to maintain the Common Property and Body Corporate Assets. The Body Corporate is also responsible for maintenance of the Access Channel, Revetment Walls on the Reserve Land and the Boardwalk Areas on Reserve Land (other than to the extent that the Local Government accept responsibility for and undertake the maintenance of the Boardwalk Areas situated on Reserve Land) under the terms of Assessing Authority Approvals, commitments and undertakings given to Assessing Authorities and Government Agencies and the provisions of this community management statement.
- 14.3. Under the Act, the Body Corporate cannot waive or limit the exercise of its responsibilities and obligations referred to in By-law 14.2 or contract out of the provisions of the Act.
- 14.4. In the exercise and discharge of its statutory powers, functions and responsibilities in respect of the Common Property (including the Internal Harbour) and Body Corporate Assets, its obligations under Assessing Authority Approvals, commitments and undertakings given to Assessing Authorities and Government Agencies and the provisions of this community management statement, the Body Corporate must maintain:
- (1) the Internal Harbour;
 - (2) the Access Channel;
 - (3) Revetment Walls; and
 - (4) the Boardwalk Areas (other than to the extent that the Local Government accept responsibility for and undertake the maintenance of the Boardwalk Areas situated on Reserve Land)
- in good condition including to the extent they are structural in nature, in a structurally sound condition.
- 14.5. Without limiting By-law 14.4, and in accordance with Schedule D of this community management statement, the Body Corporate is responsible for:
- (1) maintenance and upkeep dredging of the Internal Harbour;
 - (2) maintenance and upkeep of the full length of the and the Access Channel including any rock training walls in or abutting it and maintenance and upkeep dredging of the Access Channel;

- (3) maintenance and upkeep of the Revetment Walls, including (without limitation) the matters listed in By-law 14.6; and
 - (4) implementing procedures to ensure observance of, and observing, the Management Plans and EMP referred to in Schedule D to this community management statement in undertaking its obligations referred to in this By-law 14.
- 14.6. The Body Corporate must maintain or cause to be maintained, the Revetment Walls, and for purposes ancillary to that obligation, must carry out such routine inspections and tests of the Revetment Walls, their materials and foundations, from time to time as the Body Corporate considers reasonable and necessary.
- 14.7. For the purpose of enabling the Body Corporate to carry out:
- (1) its functions and obligations under the Act;
 - (2) obligations in and referred to in this By-law 14; and
 - (3) the obligations imposed on the Body Corporate under Assessing Authority Approvals and any easement referred to in this community management statement in respect of the Boardwalk Areas or access around the Internal Harbour any or service contract relevant to the matters in this By-law 14;

the Body Corporate can and must as it considers reasonably necessary, enter and authorise any service contractor or consultant engaged by it to enter, pass over or through, any Lot or Common Property (including Subsidiary Scheme lots and Subsidiary Scheme Common Property) as required to undertake the matters and functions specified in clauses 14.7(1) to 14.7(3) inclusive.

- 14.8. Without limiting clause 14.7, to ensure the continued provision of access around the Internal Harbour and to the Boardwalk Areas for Owners, Occupiers and the public during maintenance, the Body Corporate can and must require, if the nature of the maintenance requires it, Owners and Occupiers to allow other Owners and Occupiers and the public to pass through or over Lots (including Subsidiary Scheme lots and Subsidiary Scheme Common Property) abutting the Internal Harbour (if any) and Boardwalk Areas, limited to the area of 1 metre, more or less, immediately adjoining the relevant part of the Internal Harbour or Boardwalk Areas for that purpose. Where Common Property (including Common Property of the Subsidiary Scheme) abuts the Boardwalk Areas, the Body Corporate or the body corporate of the Subsidiary Scheme (if relevant) must allow access to the public over that Common Property to the same extent that Owners and Occupiers must allow access over and through Lots during maintenance.
- 14.9. The Body Corporate must give reasonable notice (other than in an emergency, in which case no notice is required) to the relevant Owner or Occupiers for the purposes of entering a Lot or Common Property (including Subsidiary Scheme lots and Subsidiary Scheme Common Property) or authorising access referred to in By-law 14.6 or By-law 14.8. An Owner or an Occupier must not obstruct the Body Corporate or any person authorised by it under this By-law 14 in the exercise of rights under this By-law 14. For the purpose of this By-law 14, and without limiting the right of the Body Corporate to specify a shorter notice period if the circumstances require it, a period of 7 days notice constitutes reasonable notice.

15. RULES FOR INTERNAL HARBOUR

- 15.1. The Principal Body Corporate may make rules relating to the management, appearance, use and enjoyment of the Internal Harbour and Boardwalk Areas (subject to the requirements of the Act and applicable Assessing Approvals and requirements of Government Agencies).
- 15.2. The Code must reflect any rules determined by the Body Corporate by passage of a valid resolution, relating to it and the Body Corporate must take such steps as are required to call and put before an extraordinary general meeting of the Body Corporate any resolution required to approve a new community management statement adopting any necessary amendments to the Code to reflect those rules.

16. GARBAGE DISPOSAL

- 16.1. The Body Corporate may establish a garbage disposal system ("Disposal System") for the Principal Scheme. The Disposal System may provide for any of the following:
- (1) permitted means and times for garbage disposal and removal;

- (2) disposal routes over Common Property to be used in conjunction with the Disposal System;
 - (3) designation of areas on Common Property for the storage and collection of garbage;
 - (4) arrangements for separation and sorting of garbage;
 - (5) special requirements for the storage and collection of flammable, toxic or other harmful substances; and
 - (6) requirements for the disposal of garbage to meet the particular requirements of any Lot.
- 16.2. The Body Corporate may enter into agreements with each Owner providing for the charging of garbage disposal services provided by the Body Corporate under the Disposal System and recovery of costs to the Body Corporate of providing services under the Disposal System in accordance with the regulation module for the Principal Scheme.
- 16.3. Each Owner must:
- (1) comply with all Requirements relating to the disposal of garbage;
 - (2) comply with the requirements, as notified by the Body Corporate, of the Disposal System;
 - (3) ensure that the health, hygiene and comfort of other persons is not adversely affected by disposal of garbage; and
 - (4) if no receptacle is provided by the Body Corporate or designated as part of the Disposal System, maintain a receptacle for garbage.

17. SIGNAGE

- 17.1. An Owner must not allow a sign on any part of the Common Property or the Owner's Lot without the prior written consent of the Body Corporate.
- 17.2. The Body Corporate's consent under this By-law must not be unreasonably withheld and, subject to the Act and regulation module for the Principal Scheme, the Committee of the Body Corporate may give the Body Corporate's approval.
- 17.3. The Body Corporate may remove a sign to which it has not consented at the expense of the relevant Owner.
- 17.4. An Owner must return the Common Property or that part of the Owner's Lot to its original condition when a sign is removed.
- 17.5. This By-law does not prevent the erection and maintaining of signage identifying Buildings, Facilities and Dedicated Areas (where relevant) or which is otherwise installed as part of the Development of the Schemes.

18. USE OF LOTS

- 18.1. An Owner must:
- (1) observe all Requirements in connection with the use of the Owner's Lot;
 - (2) comply with the provisions of the Act in respect of maintenance and repair of a Lot;
 - (3) allow the Body Corporate access to its Lot in the manner and circumstances provided for under the Act, including for the purposes of allowing the Body Corporate to exercise its rights under By-law 14 in respect of the matters the subject of By-law 14;
 - (4) not impede the Body Corporate in the exercise of any of its duties and functions under the Act and regulation module for the Principal Scheme; and
 - (5) not cause disturbance or nuisance to other persons lawfully using any Lot or Common Property.

- 18.2. Lots are intended to be used for residential purposes only (apart from the Manager's Lot). The Manager's Lot may be used for:
- (1) residential purposes; and
 - (2) conducting the business associated with the engagement and authorisation of a service contractor and letting agent for the Scheme for so long as the Manager conducts that business.
- 18.3. Nothing in By-Law 18.2(2) prevents the Body Corporate authorising use of a Lot other than the Manager's Lot for conducting the business associated with the engagement and authorisation of a service contractor and letting agent for the Scheme where that business ceases to be associated with the Manager's Lot for a previous engagement or authorisation.

19. ACCIDENTS ON COMMON PROPERTY

- 19.1. Owners must:
- (1) give notice in writing to the Principal Body Corporate of any accident which:
 - (a) occurs on or arises out of or relates to Common Property or a Body Corporate Asset;
 - (b) involves the Owner any Invitee; and
 - (2) include in a notice, all details required by an insurer; and
 - (3) assist with any insurance claim arising out of an accident as reasonably required by the Principal Body Corporate.

20. INSURANCE

- 20.1. Owners must not do anything to or that would diminish or prejudice the Body Corporate's right to claim under insurance effected by the Body Corporate or make insurance more expensive for the Body Corporate to maintain.

21. BODY CORPORATE RIGHTS ABOUT SERVICES AND INFRASTRUCTURE

- 21.1. Subject to the provisions of the Act and the regulation module for the Principal Scheme, the Body Corporate may take steps to ensure the security of the Lots and Common Property and the observance of these By-laws by any Owner, including, without limitation:
- (1) restricting access to any part of the Common Property whether on a temporary or permanent basis including areas used for the location of utility services and utility infrastructure; and
 - (2) determining rules under which persons are given access to any part of the Common Property.
- 21.2. The Committee of the Body Corporate must ensure that any parts of the Common Property used for:
- (1) electrical substations or control panels;
 - (2) fire service control panels;
 - (3) telephone exchanges; and
 - (4) other services to the Lots and the Common Property of the Principal Scheme;
- are kept locked unless there is a legal requirement to the contrary. Owners may not enter or open such areas without the consent of the Committee for the Body Corporate.
- 21.3. Owners must:
- (1) give prompt notice to the Body Corporate of any damage to, defect or disrepair of, utility services or utility infrastructure;

- (2) not overload any utility services or utility infrastructure; and
- (3) pay to the Body Corporate any costs incurred by the Body Corporate in upgrading any utility services or utility infrastructure to accommodate any equipment which an Owner wishes to install in a Lot (other than where upgrading and installation of utility infrastructure and utility services occurs as part of and is required for the Development of the Schemes).

22. DESIGNATED AREAS AND FACILITIES

22.1. The Committee of the Body Corporate may:

- (1) Designate any appropriate part of the Common Property to be used for a particular purpose or specify that Facilities may be used for particular purposes.
- (2) Notify Owners of conditions that apply to access and use of a designated area or Facility although the conditions must apply to all Owners and not (under this By-law) constitute the grant of exclusive or special rights to any one or more Owner to the exclusion of others.
- (3) Determine that designated areas of the Common Property be used to store equipment and consumables used for the performance of the Body Corporate's functions and duties.

22.2. The Committee of the Body Corporate may give any consent (unless a resolution of the Body Corporate is required under the Act and regulation module for the Principal Scheme) required under a condition referred to in By-law 22.1(2).

23. SECURITY

23.1. The Body Corporate may establish a security system and provide security services for the benefit of Owners.

23.2. Any security equipment installed on the Common Property for use in connection with a security system will remain the property of the Body Corporate and be maintained and repaired at the cost and expense of the Body Corporate, subject to the Body Corporate's obligations under the Act and regulation module for the Principal Scheme to recover costs for the provision of those services from users.

23.3. The Body Corporate may designate part of the Common Property to be used by any security person, firm or company and grant rights over it in accordance with the Act.

23.4. The Body Corporate may arrange for the installation of any utility infrastructure necessary for the operation of a security system for the benefit of Owners but subject to the Body Corporate complying with the Act in respect of any authorisation to install on Common Property and obtaining any required consent of an Owner if the utility infrastructure is located in a Lot.

23.5. The Body Corporate is not liable for any loss or damage suffered to any Owner or other person or property because:

- (1) the security system fails or there is unauthorised entry to any part of the Common Property or a Lot; or
- (2) the security system is not at any particular time operational.

23.6. Each Owner must allow the Body Corporate on the giving of reasonable notice (except in the case of emergency), to enter onto a Lot to attend to the repair and maintenance of any utility infrastructure used in connection with the provision of a security system and security services.

23.7. Each Owner must observe any conditions or requirements of the Body Corporate imposed as a condition of the use and operation of the security system or security services provided by the Body Corporate.

24. ELECTRICITY SUPPLY

24.1. If permitted by relevant legislation governing the supply of electricity, the Body Corporate may:

- (1) establish and maintain an electricity supply system ("System") for the Principal Scheme; and

- (2) as an on-supplier:
 - (a) purchase electricity from an electricity supplier; and
 - (b) on-supply electricity to Owners of Lots (collectively called "Receivers").
- 24.2. The Body Corporate may enter into agreements, contracts, licences, leases or other arrangements of any nature in connection with:
 - (1) the supply of electricity to the Body Corporate by an electricity supplier;
 - (2) the on-supply of electricity to Receivers; and
 - (3) Service Infrastructure used in connection with the System;including, without limitation, agreements contemplated by the regulation module for the Principal Scheme setting out the basis on which charges are made for supply of electricity and the recovery of the costs to the Body Corporate of supplying that service.
- 24.3. The Body Corporate must calculate charges for electricity supply to Receivers only as permitted under the relevant electricity legislation governing on-supply by the Body Corporate, and in any case, levy charges only to the extent required to ensure that the Body Corporate complies with its obligations to recover the costs of supplying the service to Receivers.
- 24.4. If the Body Corporate charges Receivers a tariff rate for the supply of electricity which is higher than the rate at which the Body Corporate purchases electricity from the electricity supplier, any surplus funds generated in the hands of the Body Corporate as a result must be applied by the Body Corporate to its administrative fund in reduction of liabilities of the Body Corporate and, in this way, for the benefit of Owners.
- 24.5. If the Body Corporate operates and maintains a System under this By-law, it may:
 - (1) enter into agreements with Receivers for the supply of electricity through the System, setting out the terms on which the Body Corporate will charge for the provision of electricity services under the System and recover the costs of providing that service (as required by the Act and Regulation Module for the Principal Scheme) including charges for:
 - (a) electricity supply;
 - (b) installation and connection to the System;
 - (c) servicing and maintenance of the System to the extent it is utilised in the provision of the service to a particular Receiver;
 - (d) disconnection and reconnection fees; and
 - (e) advance payments or security deposits to be provided in connection with electricity supply through the System;
 - (2) establish the basis of electricity charges for those Receivers which are not supplied by separate meter (if any) and for common areas for the Principal Scheme based on an estimate of electricity consumption taking into account the number and type of electrical fittings, points, installations, plant and equipment, and appliances and the use to which those are put by the relevant Receivers or the Body Corporate;
 - (3) establish a system of accounts and invoices in connection with the supply of electricity through the System and render those accounts to Receivers as appropriate;
 - (4) recover any amounts when due and payable from any Receiver under applicable accounts rendered and if an account is unpaid by the due date:
 - (a) recover any unpaid amount as a liquidated debt;

- (b) recover interest on any unpaid account;
 - (c) disconnect the supply of reticulated electricity to the relevant Receiver;
 - (d) charge a reconnection fee to restore electricity supply to that Receiver; and
 - (e) increase the advance payment or security deposit for electricity supply to the relevant Receiver.
- 24.6. The Body Corporate is not liable for any loss or damage suffered by any Receiver as a result of any failure of the supply of electricity due to breakdowns, repairs, maintenance, strikes, accidents or any other causes affecting the System.
- 24.7. The Body Corporate is not required to supply any Receiver with electricity to any greater extent than the electricity authority from which the Body Corporate obtains supply could provide at any given time.
- 24.8. Each Owner must:
 - (1) allow the Body Corporate and its agents, contractors, or employees access to any Service infrastructure used in connection with the System;
 - (2) comply with all requirements of the Body Corporate imposed in connection with electricity supply through the System; and
 - (3) maintain any Service infrastructure used in connection with the System and which is located in or on a Lot and which is used in connection with electricity supply under the System.
- 24.9. Nothing in this By-law obliges a Receiver to purchase electricity from the Body Corporate or limits or restricts the rights of any Receiver to utilise Service Infrastructure under any implied easement or other right contained in the Act or other applicable legislation.
- 25. AUTHORISED ALLOCATIONS**
- 25.1. Subject to By-law 25.2, the Developer (as original owner) may allocate exclusive use of parts of the Common Property or of Body Corporate Assets to Lots, including Subsidiary Schemes.
- 25.2. The Internal Harbour, the Boardwalk Areas within the Principal Scheme land and Berths are Common Property for the Principal Scheme and must be maintained by the Body Corporate for the Principal Scheme. The Internal Harbour and parts of the Boardwalk Areas in the Principal Scheme land must not be allocated under this By-law. Allocations of Berths may be made under By-law 35, but only on condition that the Body Corporate remains at all times responsible for the maintenance of the Berths allocated to Lots (without limiting the Body Corporate's ability to recover costs of that maintenance from owners of Lots to which allocations are made).
- 25.3. Unless the allocation states otherwise, Owners are liable for the maintenance of (subject to By-law 25.2), and operating costs for, allocated parts of Common Property.
- 26. PARKING**
- 26.1. An Owner or Occupier must not park or stand a vehicle or bicycle on the Common Property other than in those parts of the Common Property allocated for car parking on an exclusive use basis or those other parts of the Common Property designated for standing or parking of vehicles or bicycles.
- 26.2. An Owner, Occupier or Invitee of a Lot shall not misuse visitor parking bays. Visitor parking bays on the Common Property shall be used only for their intended purpose of bona-fide casual parking for Invitees, and Occupiers must not use these spaces for the parking of their additional vehicles.
- 26.3. Use of any visitor parking bays for bona-fide casual parking by Invitees shall be limited to one week unless an extension is granted by the Committee (application via the Building Manager).
- 26.4. Occupants and Invitees must obey directions from the Building Manager in relation to parking in visitor parking bays and elsewhere on Common Property.

- 26.5. All vehicles may only be driven on the parts of the Common Property that are designed for that purpose and must be driven at a speed not exceeding 10km/h.
- 26.6. Owners and Occupiers must not park or permit to be parked, trucks and commercial vehicles, caravans, boats, trailers or recreational vehicles on a Lot, visitor parking bay or any other area of Common Property without the Body Corporate's consent and unless they are completely housed within a garage or carport or otherwise satisfactorily screened from view from public areas. (This clause regarding commercial type vehicles does not apply to service vehicles of tradesmen and contractors who are visiting the complex for short period on legitimate business for the Body Corporate or an Occupier.)
- 26.7. An approval under By-law 26.6 may be given by the Committee of the Body Corporate on conditions and must state the period for which it is given. The Committee may cancel any approval granted by giving 7 days written notice to the Owner or Occupier.
- 26.8. The Committee may direct an Owner or Occupier to remove anything referred to in By-law 26.6 or arrange for the removal at the Owner's or Occupier's cost. Each Owner and Occupier releases the Committee and the Body Corporate from any claim, action, or liability in connection with any action taken by the Body Corporate to rectify a failure on the part of the relevant Owner or Occupier to comply with this By-law.
- 26.9. If Approvals require visitor or public car parks to be maintained, Owners, Occupiers and the Body Corporate must not restrict access by visitors or the public to those spaces (other than for normal maintenance and repair) or take any action to exclude or prevent visitors or the public parking cars in those spaces or areas.

27. CODE

- 27.1. Owners and the Body Corporate must observe the Code.
- 27.2. A breach of the Code is a breach of these By-laws.

28. BOARDWALK EASEMENT

- 28.1. The Boardwalk Areas within the Principal Scheme land are Common Property for the Principal Scheme.
- 28.2. Subject to By-law 28.3, the Body Corporate is responsible for maintenance and upkeep of the Boardwalk Areas.
- 28.3. The Body Corporate will not be responsible for the maintenance of the Boardwalk Areas located on Reserve Land if the Local Government accepts responsibility for and undertakes the maintenance of this area.
- 28.4. Owners must not object to any restrictions imposed by the Body Corporate in respect of access to the Boardwalk Areas during periods of maintenance of the Boardwalk Areas and otherwise to the exercise by the Body Corporate of its statutory rights under the Act to perform works and enter Lots for the purpose of complying with its responsibilities and performing its functions.
- 28.5. Owners and Occupiers must not obstruct or impede the public in the use of the areas around the Internal Harbour and the Boardwalk Areas and must not do anything that would cause the Body Corporate to breach its obligations under easements over the Boardwalk Areas required under Assessing Authority Approvals to allow public access around the Internal Harbour and to the Boardwalk Areas. Owners must comply with the provisions of these By-laws and the other provisions of this community management statement that require them to grant access over and through Lots and Common Property (including Subsidiary Scheme lots and Subsidiary Scheme Common Property) during periods of maintenance to ensure continued access around the Internal Harbour and to the Boardwalk Areas.

29. KEEPING OF ANIMALS

- 29.1. Subject to the Act, the Owner or Occupier of a Lot must not, without the Principal Body Corporate's written approval, bring or keep an animal on a Lot or on the Common Property, or permit any Invitee to bring or keep an animal on a Lot or the Common Property.
- 29.2. The Body Corporate may in its absolute discretion give any consent required by this By-Law 29 in respect of 2 domestic animals that weigh 10 kilograms or less each or, where the Body Corporate otherwise determines as being suitable animals of another weight or size. The consent:

- (1) may be given subject to conditions;
 - (2) will be restricted to the animal the subject of the application;
 - (3) will not apply to any substitute or replacement animal; and
 - (4) subject to the Act and the regulation module for the Scheme, may be given by the Committee.
- 29.3. The consent of the original owner to an application by an Owner prior to the establishment of the Scheme to keep an animal on their Lot is a consent for the purpose of By-Law 29.1.
- 29.4. In addition to any conditions to the consent imposed under By-Law 29.2(1), an Owner bringing or keeping an animal on a Lot or Common Property must:
- (1) keep the animal inside the Owner's Lot;
 - (2) keep the animal on a leash or carry the animal when the animal is leaving or entering the Building or traversing Common Property;
 - (3) clean up any mess caused by the animal; and
 - (4) ensure the animal does not make any noise or cause any disturbance that is likely to interfere with the enjoyment of any other Lot or of the Common Property.
- 29.5. If, in default of By-Law 29.4(3), an Owner does not clean any mess caused by the animal, the Body Corporate may cause the mess to be cleaned and recover the Cost of doing so from the relevant Owner.
- 29.6. The Body Corporate may revoke any consent under this By-Law 29 if it receives justifiable complaints that any condition applying to the keeping of the animal is not being observed.
- 29.7. The Owner must not leave the animal in the Building unsupervised for more than 48 hours.
- 29.8. The Owner must permanently remove the animal from a Building within 7 days of receiving written notice from the Body Corporate of the revocation. Subject to the Act and the regulation module for the Scheme, the notice of revocation may be given by the Committee.

30. INVITEES

- 30.1. An Owner must take all reasonable steps to ensure that Invitees do not obstruct any other persons' use of the Common Property or an Owner's Lot.
- 30.2. An Owner must compensate the Body Corporate for all damage to the Common Property caused by Invitees.
- 30.3. An Owner of a Lot must take all reasonable steps to ensure that Invitees comply with these By-laws.

31. NOTICE OF DEFECT

- 31.1. The Body Corporate may, make repairs or renovations as it deems necessary for the safety and preservation of the Common Property, Body Corporate Assets, Services and Service infrastructure.

32. REQUEST TO SECRETARY

- 32.1. An Owner must direct all requests for consideration of any matter to be referred to the Body Corporate or the Body Corporate Committee to the Secretary or Body Corporate Manager.

33. NOTICES

- 33.1. All notices displayed on the Common Property by the Body Corporate or any statutory authority must be complied with by the Owners.

34. DEVELOPER'S RIGHTS

- 34.1. Whilst the Developer (and any person to whom the Developer assigns its rights under this By-law) remains an owner of any Lot in the Scheme land (whether a Lot in the Scheme or a Lot in the Subsidiary Scheme) the Developer and its contractors, agents and those authorised by it, will be entitled:
- (1) to place such signs and other advertising and display material in and about the Lots, and about the Common Property which signs will in all respects be attractive and tasteful having regard to the visual and acoustic privacy of other Lots and the general aesthetics and amenity of the Principal Scheme land, and will not at any time, and from time to time be more, in terms of number and size, than is reasonably necessary;
 - (2) together with persons authorised by it, to pass over the Common Property (with or without vehicles and equipment) to gain access to and egress from any part of the Principal Scheme land;
 - (3) to carry out any building (including construction) of any improvements, or any other things done, on the Principal Scheme land and no objection will be made to the noise, nuisance or other inconvenience which might arise from that; and
 - (4) to use the Common Property or other Lots in the Principal Scheme to:
 - (a) give access to and egress from any part of the Principal Scheme land with or without vehicles and equipment (or either of them); and
 - (b) store building materials, vehicles, equipment or fill on the Principal Scheme land.
- 34.2. In exercising its rights under this By-law, the Developer will use reasonable endeavours to prevent undue interference with the enjoyment, by Lot Owners and Occupiers, of their respective Lot and the Common Property.
- 34.3. While any construction or building operations are occurring on the Principal Scheme land, Owners and Occupiers of Lots and Invitees must comply with the reasonable directions of the Developer (and persons authorised by it). In particular, they must comply with any altered traffic (vehicle and pedestrian) flow directions.

35. BERTHS

- 35.1. This By-law applies to and, in the case of an allocation made by the Developer under this By-Law, gives exclusive use (identified or to be identified, in Schedule E) or special rights in respect of, Berths constructed for the use of Owners of the Scheme and which are Body Corporate Assets or part of Common Property for the Principal Scheme.
- 35.2. Owners of Lots in the Principal Scheme may obtain rights to access and use Berths:
- (1) By allocation made by the Developer or the Developer's agent; or
 - (2) By lease or licence from the Body Corporate ("Berth Licences");
- on the terms of this By Law.
- 35.3. The Body Corporate may establish and maintain a system for the granting of access and use rights for Berths under Berth Licences with Owners. Berth Licences:
- (1) must be in the form approved by the Committee from time to time; and
 - (2) must specify the conditions on which the Owner may have access to or use of the Berth or relevant part of the Berth which may include, without limitation:
 - (a) a requirement for the payment to the Body Corporate of a charge for use (sufficient to cover a proportionate part of the Costs to the Body Corporate of maintaining and operating the Berth);
 - (b) a term making the Owner responsible for the operating costs for the part of the Berth the subject of the Berth Licence;
 - (c) limits to the duration of the access and use rights;

- (d) restrictions on the transferability of the access and use rights;
- (e) default and termination clauses; and
- (f) obligations ensuring that all activities carried on by the Owner in the Berth do not in any way breach any term or condition of the lease, licence or authority under which the Body Corporate derives its right to occupy the area on which the Berth is situated or any Approval or requirement of a Government Agency in respect of the Berth.

35.4. In entering into Berth Licences, the Body Corporate must comply with the provisions of the regulation module for the Principal Scheme relating to the dealing with (including disposal of) Body Corporate Assets and interests in the Common Property.

35.5. The Developer or the Developer's agent (as notified in writing to the Body Corporate from time to time) is authorised under this By-law to allocate access and use rights in respect of the Berth to the occupiers of lots specified in the allocation made by the Developer or the Developer's agent. An allocation may be made under this By Law 35.5 on conditions including:

- (1) that the Owner is responsible for the operating costs for, the parts of the Berth for which those rights are given;
- (2) that the Owner pay a charge to the Body Corporate for the access and use rights allocated (sufficient to cover a proportionate part of the Costs to the Body Corporate of maintaining and operating the Berth); and
- (3) that the Owner sign an agreement in the same format as a Berth Licence to reflect the conditions of the allocation made by the Developer or the Developer's agent (as the case requires).

If no specification is contained in an allocation about obligations to meet the operating costs for parts of the Berth, the Owner is taken to be responsible for the maintenance of and operating costs for the part of the Berth the subject of the allocation.

35.6. A Berth Licence or an allocation under this By-law 35 cannot make the relevant Owner responsible for performance of maintenance, renewal and replacement of the relevant Berth and the Body Corporate remains at all times responsible for those functions but without limiting the Body Corporate's ability to recover costs of doing those things in respect of the relevant Berth.

35.7. Each Owner acknowledges that access and use rights referred to in this By-law for the Berth may not be available to all Owners as a consequence of:

- (1) the terms on which Approvals are issued by relevant Assessing Authorities for the Berth and, in particular, restrictions on the number of Berths or permitted users of a Berth; or
- (2) the prior grant of Berth Licences or making of allocations under this By Law in connection with the Berth.

35.8. Nothing in this By-law requires the Developer to make allocations under By-law 35.5 or limits any right of the Developer under a lease of the Internal Harbour with the Body Corporate.

35.9. The Berth allocated to the Body Corporate (Berth A) has a maximum of 48 hour mooring for any boat in any period. Short term drop offs and collections are permitted without prior notice, but any longer stay (up to 48 hours) must be by arrangement with the Building Manager.

36. EXCLUSIVE USE - CAR PARKS

36.1. The original owner or the original owner's agent is authorised to allocate to Owners of Lots exclusive use of parts of the Common Property identified by the original owner or the original owner's agent for the purpose of car parking.

36.2. The original owner may make allocations under By-Law 36.1 subject to conditions, including conditions in respect of the maintenance and cleaning of any part of the Common Property over which exclusive use is given.

36.3. Owners have exclusive use of these parts of Common Property identified in Schedule E for the purpose of car parking.

36.4. Without limitation to By-law 36.1, the Body Corporate:

- (1) is responsible for undertaking cleaning and maintenance works in respect of any area allocated to Owners under By-Law 36.1 or identified in By-Law 36.3; and
- (2) may issue invoices to Owners to recover the costs of maintenance and cleaning of areas allocated to Owners under By-Law 36.1 to the extent required to ensure that the Body Corporate complies with its obligations to recover the costs of the provision of cleaning and maintenance services to the Owners who have exclusive use of areas allocated under By-Law 36.1 or identified under By-Law 36.3.

37. EXCLUSIVE USE - STORAGE

37.1. The original owner or the original owner's agent is authorised to allocate to Owners of Lots exclusive use of parts of the Common Property, identified by the original owner or the original owner's agent for the purpose of storage.

37.2. The original owner may make allocations under By-Law 37 subject to conditions, including conditions in respect of the maintenance and cleaning of any part of the Common Property over which exclusive use is given.

37.3. Owners have exclusive use of these parts of Common Property identified in Schedule E for the purpose of storage.

37.4. Without limitation to By-law 37.1, the Body Corporate:

- (1) is responsible for undertaking cleaning and maintenance works in respect of any area allocated to Owners under By-Law 37.1 or identified in By-Law 37.3; and
- (2) may issue invoices to Owners to recover the costs of maintenance and cleaning of areas allocated to Owners under By-Law 37.1 to the extent required to ensure that the Body Corporate complies with its obligations to recover the costs of the provision of cleaning and maintenance services to the Owners who have exclusive use of areas allocated under By-Law 37.1 or identified under By-Law 37.3.

37.5. The Body Corporate may allow Owners to construct storage cages within areas allocated to Owners under By-law 37.1 or identified in By-Law 37.3 on condition that:

- (1) construction does not breach any Requirement, including the conditions of the Approval;
- (2) access to car parks is not restricted or impeded;
- (3) storage cages are used for the purpose of storage only; and
- (4) in constructing storage cages all Requirements are complied with, including the requirements of the Body Corporate as notified and determined by the Committee of the Body Corporate.

37.6. The Committee may establish procedures and requirements for the construction of storage cages on areas referred to in By-Law 37.2 or 37.3.

38. EXCLUSIVE USE- PRIVATE COURTYARDS

38.1. The original owner or the original owner's agent is authorised to allocate to Owners of Lots exclusive use of parts of the Common Property, identified by the original owner or the original owner's agent for the purpose of private courtyards.

38.2. The original owner may make allocations under By-Law 38 subject to conditions, including conditions in respect of the maintenance and cleaning of any part of the Common Property over which exclusive use is given.

38.3. Owners have exclusive use of these parts of Common Property identified in Schedule E for the purpose of private gardens.

38.4. Without limitation to By-law 38.1, the Body Corporate:

- (1) is responsible for undertaking cleaning and maintenance works in respect of any area allocated to Owners under By-Law 38.1 or identified in By-Law 38.3; and
 - (2) may issue invoices to Owners to recover the costs of maintenance and cleaning of areas allocated to Owners under By-Law 38.1 to the extent required to ensure that the Body Corporate complies with its obligations to recover the costs of the provision of cleaning and maintenance services to the Owners who have exclusive use of areas allocated under By-Law 38.1 or identified under By-Law 38.3.
- 38.5. An Owner to which an exclusive use allocation has been made must ensure that water used in watering or hosing anything within the private garden area is not drawn from an outlet serving the Common Property other than the exclusive use area. The intent of this By-Law is that the water used in connection with the private garden:
- (1) is drawn from the metered supply to the Lot to which the exclusive use entitlement has been allocated (such that the cost of water is payable by the Owner of the Lot to the Local Government or other service provider that supplies the water);
 - (2) is not drawn from the metered supply to another Lot to which an exclusive use entitlement has been allocated (such that the cost of water would be payable by the Owner of that Lot); and
 - (3) is not drawn from the metered supply to the Common Property net of the exclusive use areas (such that the cost of the water would be payable by the Body Corporate and be recovered from all Owners through their contributions to the Body Corporate's administrative fund).

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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39. DEFINITIONS

- 39.1. In this Schedule D, terms that are defined in Schedule B and Schedule C have the same meaning but to the extent of any inconsistency the definitions in this Schedule D prevail. Otherwise:
- (1) **Architectural Design** means design and construction of improvements on Principal Scheme land;
 - (2) **Assessing Authority** has the same meaning given to it under the Integrated Planning Act 1997;
 - (3) **Boardwalk Areas** means the boardwalk area comprised or to be comprised within the Principal Scheme land and on the Reserve Land and includes any modified area required for the boardwalk;
 - (4) **Boardwalk Facilities** means the boardwalk facilities in Boardwalk Areas;
 - (5) **Buffer Area** means any parts of the Principal Scheme land the use of which is subject to an Assessing Authority requirement concerning the retention or enjoyment of landscaping whether comprised of existing vegetation or added vegetation;
 - (6) **Buffer Plan** means a plan which an Assessing Authority requires the Body Corporate and Owners to observe for purposes of the management and preservation of a Buffer Area;
 - (7) **Common Property** means the common property for the Principal Scheme;
 - (8) **Cultural Heritage Management Plan** means a plan which an Assessing Authority requires the Body Corporate to enter into for the purposes of management and preservation of the Cultural Heritage Precinct;
 - (9) **Cultural Heritage Precinct** means land in the Principal Scheme or the Subsidiary Scheme and which is designated, such as in a Cultural Heritage Management Plan;
 - (10) **EMP** means an environmental management plan under an Assessing Authority Approval or otherwise referred to in this community management statement, copies of which are retained and available for inspection at the office of the Body Corporate Manager for the Schemes;
 - (11) **Governmental Agency** means any government and any governmental body whether:

- (a) legislative, judicial or administrative;
- (b) a department, commission, authority, tribunal, agency or entity; or
- (c) commonwealth, state, territorial or local;

but does not include a governmental body in respect of any service or trading functions as distinguished from regulatory or fiscal functions;

- (12) **Landscaping** includes the construction of fences, retaining walls, other landscaping features drains, excavations, removal of materials and construction of picnic tables, shelters, barbeques, trails, bikeways and other similar facilities;
- (13) **Lot** means a lot in the Principal Scheme;
- (14) **Management Plans** means (as amended from time to time):
 - (a) the "Maintenance Dredging & On Site Excavations Management Plan" (Issue 6) prepared by Weathered Howe, dated 14 May 2003; and
 - (b) the "Acid Sulphate Management Plan" contained in the Approvals applying to the Principal Scheme land on establishment,

copies of which are retained and available for inspection at the office of the Body Corporate Manager for the Scheme;

- (15) **Permissible Activities** means activities approved by the relevant Assessing Authority, Government Agency or agreed with relevant indigenous groups as being appropriate for the Cultural Heritage Precinct;
- (16) **Permissible Development** means development consistent with any Buffer Plan; and
- (17) **Works** means works (consistent with all Approvals) which are required to be completed in the course of Development or any other works undertaken for or in connection with Development.

40. STATEMENT OF INTENT

40.1. The purpose of this Architectural and Landscaping Code is:

- (1) to ensure a high standard of design and construction for Development on the Principal Scheme land to protect the investment of Owners and ensure that the Buildings, Common Property, Facilities, Dedicated Areas and utility infrastructure and services are maintained.
- (2) enhance the visual attractiveness of the Schemes and provide a coordinated and consistent Development style and standard.
- (3) to ensure that design and landscaping conditions of Approvals are complied with.
- (4) to ensure that sensitive environmental areas, including Buffers Areas, the Internal Harbour and Broadwater frontage of the Principal Scheme land are protected and preserved; and
- (5) to ensure that the Common Property and Lots are Landscaped to a consistently high standard.

41. INTERNAL HARBOUR, BOARDWALK AREAS, REVETMENT WALLS AND ACCESS CHANNEL

41.1. The Internal Harbour and the Boardwalk Areas (in part) are Common Property for the Principal Scheme.

41.2. Under the Act, the Body Corporate has a statutory responsibility to administer, manage and control the Common Property and to maintain the Common Property and Body Corporate Assets. Under the Act, the Body Corporate cannot waive or limit the exercise of its responsibilities and obligations referred to in this clause 3.2 or contract out of the provisions of the Act.

41.3. The Body Corporate is also responsible for maintenance of the Access Channel, Revetment Walls on the Reserve Land and will be responsible for the maintenance of parts of the Boardwalk Areas located on Reserve Land (other than to the extent that the Local Government accept responsibility for and undertake the maintenance of such area) under the terms of Assessing Authority Approvals, commitments and undertakings given to the Assessing Authority and Government Agencies and the provisions of this community management statement. Acceptance of that responsibility enhances the amenity of the Principal Scheme land for the benefit of members of the Principal Scheme.

41.4. In the exercise and discharge of its statutory powers, functions and responsibilities in respect of the Common Property (including the Internal Harbour) and Body Corporate Assets, its obligations under Assessing Authority Approvals and undertakings and commitments given to Government Agencies, and the provisions of this community management statement the Principal Scheme Body Corporate must maintain:

- (1) the Internal Harbour,
- (2) the Access Channel;
- (3) Revetment Walls within and outside the Principal Scheme land; and
- (4) the Boardwalk Areas within and outside the Principal Scheme land (other than to the extent that to the Local Government accept responsibility for and undertake the maintenance of the Boardwalk areas outside the Principal Scheme land);

in good condition including to the extent that they are structural in nature, in a structurally sound condition.

41.5. Without limiting clause 41.4, the Body Corporate is responsible for:

- (1) maintenance and upkeep dredging of the Internal Harbour;
- (2) maintenance and upkeep of the full length of the Access Channel including any rock training walls in or abutting it and maintenance and upkeep dredging of the Access Channel;
- (3) maintenance and upkeep of the Revetment Walls along the entire length of the Internal Harbour and on any Reserve Land;
- (4) ensuring implementation and compliance with the requirements of the EMP and Management Plans by the Principal Scheme Body Corporate to undertake that compliance;
- (5) ensuring the ongoing maintenance of the entire area of the Access Channel and the Internal Harbour including management of acid sulphate soils and all other requirements and responsibilities contained within the EMP and Management Plans;
- (6) ensuring that all employees, staff, contractors and subcontractors or any other person or entity responsible for carrying out the requirements of the maintenance, dredging and on-site excavations management (in accordance with the Management Plan and EMP) is provided with a photocopy of the Management Plans and the EMP; and
- (7) ensuring compliance by service contractors and consultants or other persons or entities undertaking maintenance, dredging and on-site excavations management with the requirements of the Management Plans

41.6. For the purpose of enabling the Body Corporate to carry out:

- (1) its functions and obligations under the Act; and
- (2) obligations in and referred to in this clause 41 and the other provisions of this community management statement;

the Body Corporate can and must:

- (3) restrict access of Owners to the extent it considers necessary during periods of maintenance of Common Property for the Principal Scheme specific to areas the subject of this clause 41;
- (4) as it considers reasonably necessary, enter and authorise any service contractor or consultant engaged by it to enter, pass over or through, any Lot or Common Property (including Subsidiary Scheme lots and Subsidiary Scheme Common Property); and
- (5) to ensure the continued provision of access around the Internal Harbour and to the Boardwalk Areas for Owners, Occupiers and the public during maintenance, require Owners and Occupiers to allow other Owners and Occupiers and the public to pass through or over Lots and Common Property (including Subsidiary Scheme lots and Subsidiary Scheme Common Property) abutting the Internal Harbour and Boardwalk Areas.

41.7. The terms of arrangements for access referred to in clause 41.6(5) include:

- (1) A limit to the access area of 1 metre, more or less, immediately adjoining the relevant part of the Internal Harbour or Boardwalk Areas.
- (2) If Common Property (including Common Property of the Subsidiary Scheme) abuts the Internal Harbour or Boardwalk Areas, the Body Corporate for the Principal Scheme or the relevant Subsidiary Scheme must allow access to the public over that Common Property to the same extent that Owners and Occupiers must allow access over and through Lots during maintenance.

41.8. The Body Corporate may prohibit an Owner and any Occupier of a Lot or Common Property (including Subsidiary Scheme lots and Subsidiary Scheme Common Property) undertaking works on or within the Lot or Common Property (including Subsidiary Scheme lots and Subsidiary Scheme Common Property) or any part of it, or otherwise undertaking Development on or in the Lot or Common Property (including Subsidiary Scheme lots and Subsidiary Scheme Common Property), without the prior written approval of the Body Corporate where the works or Development might affect the Body Corporate's obligations or the rights of access referred to under this clause 41.

41.9. The rights of access given to the Body Corporate under this clause 41 extend to any service contractors or employees of the Body Corporate authorised by the Body Corporate to assist it to perform and exercise its rights under this clause 41.

41.10. The Body Corporate must give reasonable notice (other than in an emergency, in which case no notice is required) to the relevant Owner or Occupiers for the purposes of entering a Lot or Common Property (including Subsidiary Scheme lots and Subsidiary Scheme Common Property) or authorising access under this clause 41. For the purpose of this clause 41 and without limiting the right of the Body Corporate to specify a shorter notice period if the circumstances require it, a period of 7 days notice will constitute reasonable notice.

41.11. The Principal Body Corporate has power to:

- (1) perform works for maintenance referred to in this clause 41; and
- (2) enter into engagements with service contractors or consultants to assist it in the performance of its statutory functions and other responsibilities,

and the Body Corporate may exercise those powers for the purpose of fulfilling and performing its responsibilities under this clause 41 relating to the Internal Harbour, the Access Channel, Revetment Walls and the Boardwalk Areas. Engaging service contractors or consultants does not relieve the Body Corporate of responsibility for the performance of its obligations referred to in this clause 41.

41.12. In maintaining the Common Property and performing its statutory functions and responsibilities in respect of the Common Property, including the Internal Harbour, and its obligations for the Access Channel, Revetment Walls and Boardwalk Areas, the Body Corporate must at all times observe the EMP and the Management Plans.

41.13. Any Development of the Principal Scheme land or any Subsidiary Scheme land must not result in the reconfiguration by any subdivision of the boundaries of the Internal Harbour from the boundaries of those areas on establishment of the Principal Scheme.

- 41.14. Owners must not undertake any Development or Works for the purpose of Development on Lots or Common Property (including Subsidiary Scheme lots and Subsidiary Scheme Common Property) that adversely affects or impacts on those parts of the Common Property comprised in the Internal Harbour.

42. CULTURAL HERITAGE PRECINCT

- 42.1. Each Owner and the Body Corporate acknowledge and agree that:

- (1) only Permissible Activities may be undertaken in the Cultural Heritage Precinct;
- (2) no Development may be undertaken on the Cultural Heritage Precinct unless permitted by the relevant Assessing Authority or Government Agency;
- (3) there must be no damage to any vegetation in the Cultural Heritage Precinct or interference with any sand, stone or gravel or other disturbance of the land; and
- (4) the Cultural Heritage Precinct may be fenced off and access restricted and the Body Corporate is responsible for the maintenance and up keep of any fencing or other defining barrier or similar improvements.

- 42.2. An Assessing Authority or Government Agency may require:

- (1) the Body Corporate; and/or
- (2) any Owner, including the original owner, of which the Cultural Heritage Precinct forms a part to enter into a Cultural Heritage Management Plan to:
- (3) ensure appropriate management and control of Development and activities within the Cultural Heritage Precinct;
- (4) secure compliance with the conditions of any Approval or other Requirement that affects the Cultural Heritage Precinct; and
- (5) secure control and maintenance of existing vegetation and prevent the introduction of inappropriate vegetation in the Cultural Heritage Precinct.

- 42.3. The terms of any Cultural Heritage Management Plan are binding on Owners and the Body Corporate as if they formed a part of this Code.

- 42.4. The Body Corporate and any Owner of a Lot, including the original owner, of which the Cultural Heritage Precinct forms a part must execute any Cultural Heritage Management Plan or other document giving effect to a Cultural Heritage Management Plan if required by the relevant Assessing Authority or Government Agency.

- 42.5. The Body Corporate may enter into agreements concerning the upkeep and control and management of the Cultural Heritage Precinct with relevant stakeholders about its obligations under this Code.

- 42.6. If an Assessing Authority requires a Cultural Heritage Management Plan or other agreement to be executed with respect to the Cultural Heritage Precinct as a condition of an Approval, the Cultural Heritage Management Plan or agreement must be executed by, as the case requires:

- (1) the Body Corporate; and/or
- (2) any relevant Subsidiary Scheme Body Corporate; and/or
- (3) any Owner of a Lot containing any part of the Cultural Heritage Precinct.

43. PUBLIC BOARDWALK MAINTENANCE

- 43.1. The Body Corporate and each Owner acknowledges that:

- (1) the original owner is required by the Local Government, as a condition of Approvals, to construct Boardwalk Facilities on the 5 metre walkway adjacent to the Internal Harbour and in the Boardwalk Areas;
 - (2) the Boardwalk Facilities will be used by the public and Owners;
 - (3) ongoing maintenance of the Boardwalk Facilities and all Boardwalk Areas is the responsibility of the Body Corporate except to the extent that the Local Government accept responsibility for and undertake the maintenance of the Boardwalk Areas on Reserve Land; and
 - (4) Owners receive a benefit from the upkeep of the Boardwalk Facilities and Boardwalk Areas by the Body Corporate as they have the right to use those facilities in conjunction with the public.
- 43.2. If required by the Local Government, the Body Corporate must enter into and execute an agreement with the Local Government for the upkeep and maintenance of the Boardwalk Facilities and the committee of the Body Corporate is authorised to consent to entry into that agreement on behalf of the Body Corporate and to arrange for execution of the agreement under the seal of the Body Corporate.
- 43.3. The Body Corporate and Owners must observe the terms of an easement required to be given in favour of the Local Government over the Boardwalk Area and not impede or restrict public access to the Boardwalk Area (other than where necessary on a temporary basis for maintenance, repair or replacement purposes) but subject to the obligations in this Code and the By-laws in Schedule C of this community management statement to provide alternative access at all times during maintenance periods.

44. BUFFER AREA

- 44.1. Each Owner and the Body Corporate acknowledge and agree that:
- (1) only Permissible Development may be undertaken in a Buffer Area; and
 - (2) without limiting clause 44.1(2), Development on any Lot or Common Property must avoid, and not result in, any of the following consequences, unless permitted by the relevant Assessing Authority:
 - (a) damage to any vegetation in a Buffer Area;
 - (b) interference with any sand, stone or gravel or the carrying out of drainage works;
 - (c) the establishment of permanent improvements or replacement of existing improvements within a Buffer Area; and
 - (d) damage to the amenity of the Broadwater or the Internal Harbour (including the Access Channel).
- 44.2. An Assessing Authority may require:
- (1) the Body Corporate; and/or
 - (2) any Owner of a Lot, including the original owner, of which the Buffer Area forms a part; to enter into a Buffer Plan with a relevant Assessing Authority to:
 - (3) ensure appropriate management of Development within the Buffer Area; and
 - (4) secure compliance with the conditions of any Approval that affects the Buffer Area.
- 44.3. The terms of any Buffer Plan must be observed by the Body Corporate and Owners and are binding on them. A failure to observe a relevant Buffer Plan is a breach of this Code.
- 44.4. The Body Corporate and any Owner of a Lot, including the original owner, of which the Buffer Area forms part must execute any Buffer Plan or other" document giving effect to a Buffer Plan if required by the relevant Assessing Authority.

45. LOCAL GOVERNMENT REQUIREMENTS

45.1. In addition to the requirements of the Developer's Development Approval, development of the Principal Scheme Land, including Lots, must comply with the lawful requirements of Assessing Authorities for design, construction and Landscaping.

45.2. Without limitation to clause 45.1, the Body Corporate and each Owner must ensure that:

- (1) Landscaping on Common Property or Lots respectively is maintained to the satisfaction of the Assessing Authority;
- (2) all Landscaping complies with the Landscape Plan;
- (3) existing vegetation on the land in the Schemes is retained in its natural state as far as it is practicable to do so, and
- (4) no clearing, other than as permitted by an Assessing Authority or for general maintenance (including weed control and removal of debris) occurs without the prior approval of the relevant Assessing Authority.

46. NO RESTRICTION

46.1. Nothing in this Landscaping and Architectural code restricts or limits the operation of any Approval affecting the Scheme Land or limits the right of an Assessing Authority to impose conditions on future Development of the land in the Schemes.

47. AMENDMENTS TO CODE

47.1. Each Owner and the Body Corporate acknowledges that a change to this Architectural and Landscaping code is an issue, within the meaning of section 60(6) of the Act, that the Assessing Authority could have regard to for identifying an inconsistency referred to section 60(4) of the Act.

48. WORKS MUST COMPLY

48.1. Any Works must comply with applicable Requirements for those Works including:

- (1) the provisions of Approvals;
- (2) the Management Plans, Landscape Plan, EMP and any Buffer Plan or Cultural Heritage Management Plan; and
- (3) the terms of this Code.

49. COMPLIANCE

49.1. The Management Plan, Landscape Plan, EMP, any Buffer Plans or Cultural Heritage Management Plans must be complied with by the Body Corporate and Owners and a failure to do so is a breach of this Code.

50. GENERAL REQUIREMENTS FOR WORKS

50.1. Without limiting anything else in this Code, if an Owner wishes to undertake Works, an Owner must:

- (1) observe all Requirements in respect of those Works and obtain any necessary Approval for those Works;
- (2) comply with the provisions of the Act in respect of the conduct of those Works;
- (3) notify the Committee of the Owner's intention to undertake Works and provide the Committee with copies of any information about the Works reasonably requested by the Committee which may include:
 - (a) copies of Development Approvals and permits applicable for the Works;
 - (b) copies of plans and drawings in respect of the Works;

- (c) copies of insurance in respect of the Works and the terms of any contract with a builder or service contractor in respect of the Works; and
 - (d) evidence reasonably required by the Committee to satisfy itself that the Works will not breach a term of this Code;
- (4) meet all costs of Works and any costs of restoration of the common property necessitated as a consequence of the Works;
 - (5) undertake the Works in a manner that minimises disturbance to other Owners or occupiers of Lots and observe any reasonable directions of the Committee of the Body Corporate given to ensure minimal disruption to other Owners;
 - (6) give reasonable notice to the Committee of the Body Corporate of the anticipated duration of the Works, the times at which access will be required in respect of the Works to parts of the Scheme land other than the Lot and identify all service contractors that will require access ; and
 - (7) keep the Committee of the Body Corporate informed as to the progress of the Works and respond to requests for information from the Committee promptly during the Works.
- 50.2. Clause 50.1 of this Code does not apply to limit the Developer's rights to complete Development of the Scheme land as forecast in this CMS or to exercise rights under By-Law 34 in Schedule C of this CMS.
- 50.3. Hard floor surfaces e.g. tiling, timber etc. must not be installed without the prior written consent of the Body Corporate - this includes any replacement of an existing hard floor surface. Where hard floor surfaces are installed, the Body Corporate may specify acoustic ratings which must be maintained which will be for hard floors over habitable areas between the Lot and any adjoining or adjacent lot:
- (1) acoustic rating IIC60 for bedrooms, dining areas, living areas, studies and kitchens; and
 - (2) acoustic rating IIC55 for bathrooms, laundries and hallways.
- 50.4. This Code does not prevent an Owner from undertaking Works for the installation of:
- (1) any locking or other safety device for protection of its Lot against intruders; or
 - (2) any screen or other device to prevent entry of animals or insects upon its Lot,

provided that the Works are constructed in a workman-like manner in accordance with relevant Requirements and so as to maintain the fire-rating integrity as required, maintained in a state of good and serviceable repair by the Owner, and do not detract from the good appearance of the Building.

51. RESPONSIBILITY FOR CONTRACTORS

- 51.1. Owners are responsible for any damage, costs or other liabilities arising out of the undertaking of the Works, including damage, costs or liabilities caused by service contractors engaged by the Owner in connection with the Works.
- 51.2. If damages, costs or liabilities are suffered or incurred by the Body Corporate in respect of Common Property, Body Corporate assets or parts of Buildings that are the responsibility of the Body Corporate, the Body Corporate may recover those costs, liabilities or damages from the Owner as a liquidated debt and regardless of whether those costs, damages or liabilities are caused by the Owner or service contractors engaged or authorised by the Owner in connection with the Works.

SERVICES LOCATIONS DIAGRAM

Service easements as defined in the Body Corporate and Community Management Act 1997 are present on the Scheme land. The approximate location of these services are shown on the Services Location Diagrams in Annexure B of this community Management Statement.

STATUTORY EASEMENTS

The following statutory easements under the Land Title Act apply to the lots (including the common property) in the Scheme as follows:

Lot Description	Statutory Easement	Service Location Diagrams (page no. of CMS)
Common Property	The common property, to the extent applicable and necessary having regard to the relative positioning of the Lots and the common property in respect of each other has the benefit and burden of the statutory easements for: • Support • Shelter • Projections • Utility services and infrastructure (including, but not limited to, those easements described in the Service Location Diagram)	Pages 70 to 78
All Lots	Each Lot, to the extent applicable and necessary having regard to the relative positioning of the Lots in respect of each other has the benefit and burden of the statutory easements for: • Support • Shelter • Projections • Utility services and infrastructure (including, but not limited to, those easements described in the Service Location Diagram)	

SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY

Lot on Plan	Exclusive Use Area (as identified on the sketch plans in Annexure C)	Use
Lot 1101 on SP 174599	C112 & C113	Car Park
	S108 S109 & S112	Storage
Lot 1102 on SP 174599	C126 & C127	Car Park
	S113&S114	Storage
Lot 1103 on SP 174599	C138 & C139	Car Park
	S133	Storage
Lot 1104 on SP 174599	C106 & C107	Car Park
	S103	Storage
Lot 1201 on SP 174599	C114&C115	Car Park
	S115 & S116	Storage
Lot 1202 on SP 174599	C116&C117	Car Park
	S106 & S107	Storage
Lot 1203 on SP 174599	C108 & C109	Car Park
	S131	Storage
Lot 1204 on SP 174599	C136 & C137	Car Park
	S132, S134 & S135	Storage
Lot 1301 on SP 174599	C124 & C125	Car Park
	S123 & S124	Storage
Lot 1302 on SP 174599	C102, C103, C104 & C105	Car Park
	S102 & S104	Storage
Lot 1304 on SP 174599	C140 & C141	Car Park
	S136 & S137 & S105	Storage
Lot 1401 on SP 174599	C122, C123, C128 & C129	Car Park
	S121, S122, S125 & S126	Storage
Lot 1403 on SP 174599	C110&C111	Car Park
	S110&S111	Storage
Lot 1404 on SP 174599	C134 & C135	Car Park
	S130	Storage
Lot 1501 on SP 174599	C130 & C131 & C132	Car Park
	S127 & S128	Storage
Lot 1502 on SP 174599	C118 & C119	Car Park
	S117&S118	Storage

Lot 1503 on SP 174599	C101 & C133	Car Park
	S101 & S129	Storage
Lot 1601 on SP 174599	C120 & C121	Car Park
	S119&S120	Storage
Lot 2101 on SP 174600	C231 & C232	Car Park
	S232	Storage
Lot 2102 on SP 174600	C237 & C238	Car Park
	S214	Storage
Lot 2103 on SP 174600	C247 & C248	Car Park
	S228	Storage
Lot 2104 on SP 174600	C257 & C258	Car Park
	S212	Storage
Lot 2105 on SP 174600	C220 & C221	Car Park
	S220	Storage
Lot 2106 on SP 174600	C210 & C211	Car Park
	S207	Storage
Lot 2201 on SP 174600	C233 & C234	Car Park
	S231	Storage
Lot 2202 on SP 174600	C235&C236	Car Park
	S213	Storage
Lot 2203 on SP 174600	C241 & C242	Car Park
	S202	Storage
Lot 2204 on SP 174600	C263 & C264	Car Park
	S211	Storage
Lot 2205 on SP 174600	C225 & C226	Car Park
	S222	Storage
Lot 2206 on SP 174600	C204 & C205	Car Park
	S204	Storage
Lot 2301 on SP 174600	C259 & C260	Car Park
	S235	Storage

Lot 2302 on SP 174600	C239 & C240	Car Park
	S216	Storage
Lot 2303 on SP 174600	C245 & C246	Car Park
	S225	Storage
Lot 2304 on SP 174600	C202 & C203	Car Park
	S205	Storage
Lot 2305 on SP 174600	C222 & C223	Car Park
	S221	Storage
Lot 2306 on SP 174600	C214 & C215	Car Park
	S209	Storage
Lot 2401 on SP 174600	C253 & C254	Car Park
	S229 & S230	Storage
Lot 2402 on SP 174600	C243 & C244	Car Park
	S218	Storage
Lot 2403 on SP 174600	C249 & C250	Car Park
	S224	Storage
Lot 2404 on SP 174600	C212 & C213	Car Park
	S210	Storage
Lot 2405 on SP 174600	C216 & C217	Car Park
	S215 & S217	Storage
Lot 2406 on SP 174600	C208 & C209	Car Park
	S208	Storage
Lot 2501 on SP 174600	C227 & C228	Car Park
	S223	Storage
Lot 2502 on SP 174600	C251 & C252	Car Park
	S226 & S227	Storage
Lot 2503 on SP 174600	C255 & C256	Car Park
	S234	Storage
Lot 2504 on SP 174600	C265 & C266	Car Park
	S203	Storage

Lot 2505 on SP 174600	C218 & C219	Car Park
	S219	Storage
Lot 2506 on SP 174600	C261, C262 & C224	Car Park
	S236	Storage
Lot 2601 on SP 174600	C229 & C230	Car Park
	S233	Storage
Lot 2602 on SP 174600	C201, C206 & C207	Car Park
	S201 & S206	Storage
Lot 3101 on SP 174601	C314 & C315	Car Park
	S309	Storage
Lot 3102 on SP 174601	C348	Car Park
	S331	Storage
Lot 3103 on SP 174601	C316 & C317	Car Park
	S317	Storage
Lot 3104 on SP 174601	C318 & C319	Car Park
	S316	Storage
Lot 3105 on SP 174601	C333	Car Park
	S324	Storage
Lot 3106 on SP 174601	C320 & C321	Car Park
	S315	Storage
Lot 3201 on SP 174601	C312 & C313	Car Park
	S308	Storage
Lot 3202 on SP 174601	C350	Car Park
	S310	Storage
Lot 3203 on SP 174601	C349	Car Park
	S311	Storage
Lot 3204 on SP 174601	C332	Car Park
	S318	Storage
Lot 3205 on SP 174601	C331	Car Park
	S319	Storage

Lot 3206 on SP 174601	C322 & C323	Car Park
	S314	Storage
Lot 3301 on SP 174601	C310 & C311	Car Park
	S307	Storage
Lot 3302 on SP 174601	C334	Car Park
	S323	Storage
Lot 3303 on SP 174601	C347	Car Park
	S332	Storage
Lot 3304 on SP 174601	C329	Car Park
	S321	Storage
Lot 3305 on SP 174601	C330	Car Park
	S322	Storage
Lot 3306 on SP 174601	C326 & C327	Car Park
	S312	Storage
Lot 3401 on SP 174601	C304 & C305	Car Park
	S304	Storage
Lot 3402 on SP 174601	C306 & C307	Car Park
	S305	Storage
Lot 3403 on SP 174601	C308 & C309	Car Park
	S306	Storage
Lot 3404 on SP 174601	C324 & C325	Car Park
	S313	Storage
Lot 3405 on SP 174601	C328	Car Park
	S320	Storage
Lot 3406 on SP 174601	C335 & C336	Car Park
	S325	Storage
Lot 3501 on SP 174601	C345 & C346	Car Park
	S330	Storage
Lot 3502 on SP 174601	C343 & C344	Car Park
	S329	Storage

Lot 3503 on SP 174601	C341 & C342	Car Park
	S328	Storage
Lot 3504 on SP 174601	C339 & C340	Car Park
	S327	Storage
Lot 3505 on SP 174601	C337 & C338	Car Park
	S326	Storage
Lot 3601 on SP 174601	C301, C302 & C303	Car Park
	S301, S302 & S303	Storage
Lot 4101 on SP 174602	C453 & C454	Car Park
	S426	Storage
Lot 4102 on SP 174602	C413 & C414	Car Park
Lot 4103 on SP 174602	C407 & C408	Car Park
	S401	Storage
Lot 4104 on SP 174602	C415 & C416	Car Park
	S405	Storage
Lot 4105 on SP 174602	C448 & C449	Car Park
Lot 4106 on SP 174602	C418 & C419	Car Park
	S404	Storage
Lot 4201 on SP 174602	C457 & C458	Car Park
	S424	Storage
Lot 4202 on SP 174602	C452	Car Park
	S418	Storage
Lot 4203 on SP 174602	C459 & C460	Car Park
	S420	Storage
Lot 4204 on SP 174602	C433 & C434	Car Park
	S408	Storage
Lot 4205 on SP 174602	C417	Car Park
Lot 4206 on SP 174602	C444 & C445	Car Park
	S417	Storage
Lot 4301 on SP 174602	C455 & C456	Car Park

	S425	Storage
Lot 4302 on SP 174602	C401 & C402	Car Park
Lot 4303 on SP 174602	C461 & C462	Car Park
	S421	Storage
Lot 4304 on SP 174602	C431 & C432	Car Park
	S409	Storage
Lot 4305 on SP 174602	C420 & C421	Car Park
	S423	Storage
Lot 4306 on SP 174602	C442 & C443	Car Park
	S410	Storage
Lot 4401 on SP 174602	C450 & C451	Car Park
	S419	Storage
Lot 4402 on SP 174602	C403 & C404	Car Park
Lot 4403 on SP 174602	C409 & C410	Car Park
	S402	Storage
Lot 4404 on SP 174602	C446 & C447	Car Park
	S416	Storage
Lot 4405 on SP 174602	C439	Car Park
	S413	Storage
Lot 4406 on SP 174602	C440 & C441	Car Park
	S414	Storage
Lot 4501 on SP 174602	C405 & C406	Car Park
	S422	Storage
Lot 4502 on SP 174602	C411 & C412	Car Park
	S403	Storage
Lot 4503 on SP 174602	C435 & C436	Car Park
	S412	Storage
Lot 4504 on SP 174602	C437 & C438	Car Park
	S411	Storage
Lot 4505 on SP 174602	C428, C429 & C430	Car Park

	S406	Storage
Lot 4601 on SP 174602	C422, C423 & C424	Car Park
	S415	Storage
Lot 4602 on SP 174602	C425, C426 & C427	Car Park
	S407	Storage
Lot 5101 on SP 198830	C630 & C631	Car Park
	S618	Storage
Lot 5102 on SP 198830	C632 & C633	Car Park
	S620	Storage
Lot 5103 on SP 198830	C650 & C651	Car Park
	S607	Storage
Lot 5104 on SP 198830	C658 & C659	Car Park
	S605	Storage
Lot 5201 on SP 198830	C642 & C643	Car Park
	S613	Storage
Lot 5202 on SP 198830	C644 & C645	Car Park
	S614	Storage
Lot 5203 on SP 1988:30	C662 & C663	Car Park
	S609	Storage
Lot 5204 on SP 198830	C656 & C657	Car Park
	S615	Storage
Lot 5301 on SP 198830	C640 & C641	Car Park
	S608	Storage
Lot 5302 on SP 198830	C636 & C637	Car Park
	S622	Storage
Lot 5303 on SP 198830	C654 & C655	Car Park
	S612	Storage
Lot 5304 on SP 198830	C652 & C653	Car Park
	S606	Storage
Lot 5401 on SP 198830	C638 & C639	Car Park

	S625	Storage
Lot 5402 on SP 198830	C628 & C629	Car Park
	S619	Storage
Lot 5403 on SP 198830	C664 & C665	Car Park
	S610	Storage
Lot 5404 on SP 198830	C648 & C649	Car Park
	S604	Storage
Lot 5501 on SP 198830	C670 & C671	Car Park
	S623	Storage
Lot 5502 on SP 198830	C634 & C635	Car Park
	S624	Storage
Lot 5503 on SP 198830	C646 & C647	Car Park
	S616	Storage
Lot 5601 on SP 198830	C668 & C669	Car Park
	S621	Storage
Lot 5602 on SP 198830	C666 & C667	Car Park
	S617	Storage
Lot 5603 on SP 198830	C660 & C661	Car Park
	S611	Storage
Lot 6101 on SP 198830	C619 & C620	Car Park
	S647	Storage
Lot 6102 on SP 198830	C626 & C627	Car Park
	S626	Storage
Lot 6103 on SP 198830	C685 & C686	Car Park
	S646	Storage
Lot 6104 on SP 198830	C621 & C622	Car Park
	S643	Storage
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	S634	Storage
Lot 6202 on SP 198830	C677 & C678	Car Park

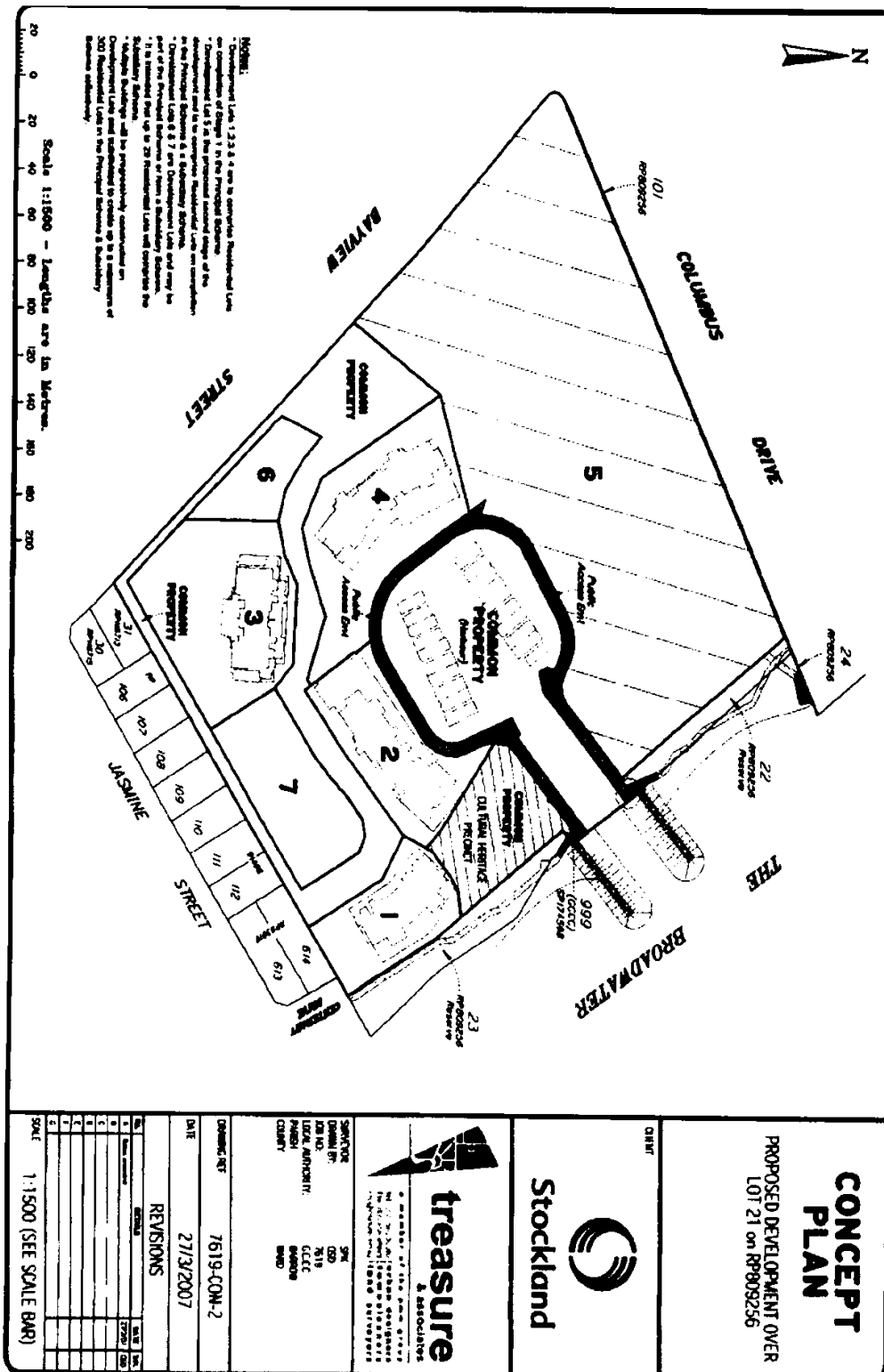
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	S645	Storage
Lot 6301 on SP 198830	C617 & C618	Car Park
	S630	Storage
Lot 6302 on SP 198830	C615 & C616	Car Park
	S629	Storage
Lot 6303 on SP 198830	C603 & C604	Car Park
	S640	Storage
Lot 6304 on SP 198830	C613 & C614	Car Park
	S644	Storage
Lot 6401 on SP 198830	C673& C674	Car Park
	S628	Storage
Lot 6402 on SP 198830	C623 & C672	Car Park
	S627	Storage
Lot 6403 on SP 198830	C605 & C606	Car Park
	S639	Storage
Lot 6404 on SP 198830	C683&C684	Car Park
	S635	Storage
Lot 6501 on SP 198830	C675 & C676	Car Park
	S631	Storage
Lot 6502 on SP 198830	C607 & C608	Car Park
	S638	Storage
Lot 6503 on SP 198830	C679 & C680	Car Park
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	S636	Storage
Lot 6602 on SP 198830	C624 & C625	Car Park

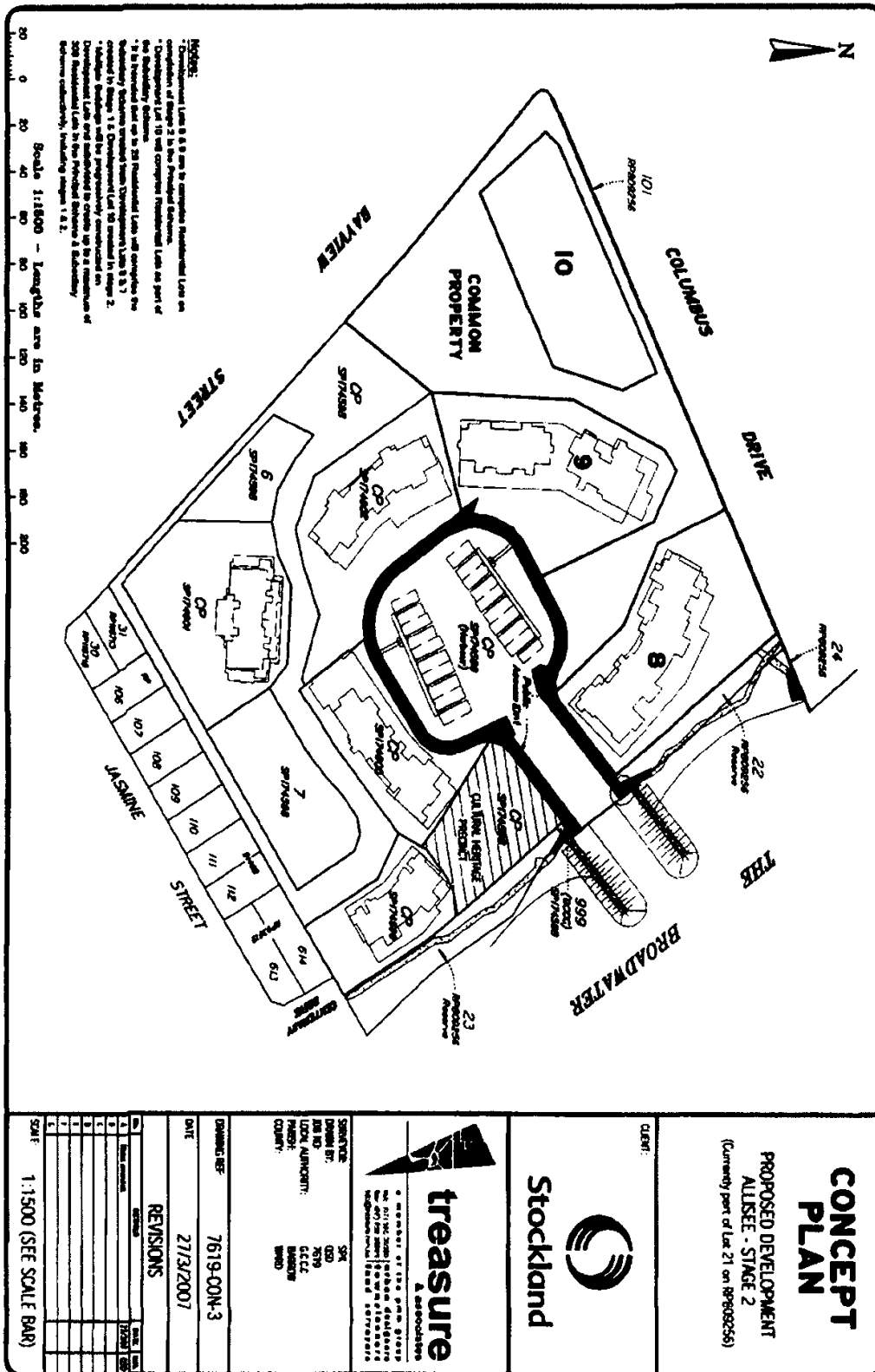
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Lot 7101 on SP 198829	C707 & C708	Car Park
	S739	Storage
Lot 7102 on SP 198829	C783 & C784	Car Park
	S736	Storage
Lot 7103 on SP 198829	C715 & C716	Car Park
	S726	Storage
Lot 7104 on SP 198829	C717 & C718	Car Park
	S737	Storage
Lot 7105 on SP 198829	C770 & C771	Car Park
	S729	Storage
Lot 7106 on SP 198829	C725 & C726	Car Park
	S707	Storage
Lot 7107 on SP 198829	C757 & C758	Car Park
	S714	Storage
Lot 7108 on SP 198829	C759 & C760	Car Park
	S721	Storage
Lot 7201 on SP 198829	C787 & C788	Car Park
	S742	Storage
Lot 7202 on SP 198829	C703 & C704	Car Park
	S702	Storage
Lot 7203 on SP 198829	C779 & C780	Car Park
	S741	Storage
Lot 7204 on SP 198829	C772 & C773	Car Park
	S727	Storage
Lot 7205 on SP 198829	C729 & C730	Car Park
	S719	Storage
Lot 7206 on SP 198829	C735 & C736	Car Park
	S718	Storage
Lot 7207 on SP 198829	C747 & C748	Car Park

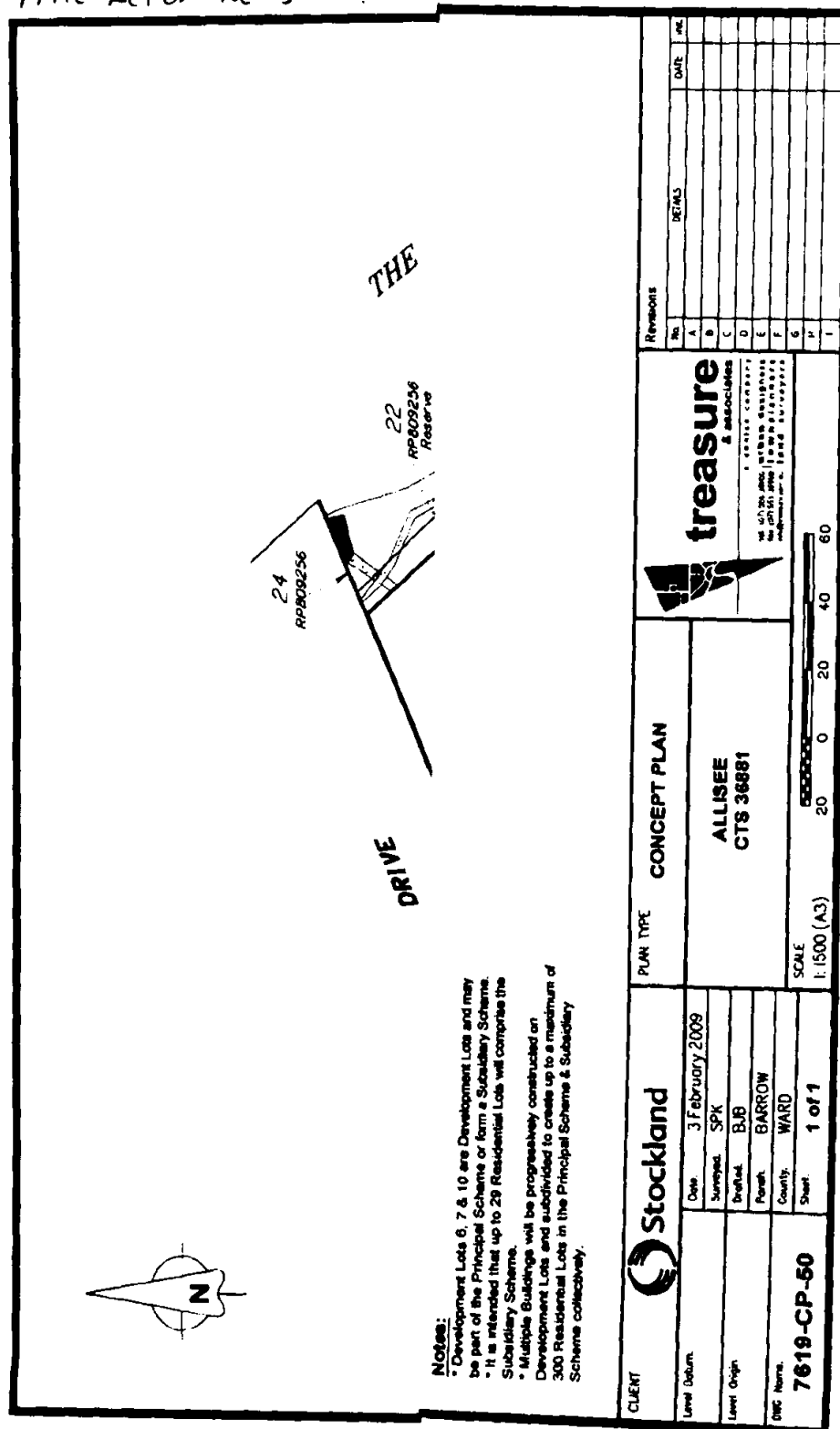
	S715	Storage
Lot 7208 on SP 198829	C749&C750	Car Park
	S717	Storage
Lot 7301 on SP 198829	C785 & C786	Car Park
	S740	Storage
Lot 7302 on SP 198829	C709 & C710	Car Park
	S706	Storage
Lot 7303 on SP 198829	C719 & C720	Car Park
	S732	Storage
Lot 7304 on SP 198829	C721 & C722	Car Park
	S738	Storage
Lot 7305 on SP 198829	C727 & C728	Car Park
	S708	Storage
Lot 7306 on SP 198829	C737 & C738	Car Park
	S728	Storage
Lot 7307 on SP 198829	C763 & C764	Car Park
	S716	Storage
Lot 7308 on SP 198829	C761 & C762	Car Park
	S720	Storage
Lot 7401 on SP 198829	C781 & C782	Car Park
	S735	Storage
Lot 7402 on SP 198829	C705 & C706	Car Park
	S703	Storage
Lot 7403 on SP 198829	C723 & C724	Car Park
	S733	Storage
Lot 7404 on SP 198829	C713 & C714	Car Park
	S704	Storage
Lot 7405 on SP 198829	C753 & C754	Car Park
	S712	Storage
Lot 7406 on SP 198829	C741 & C742	Car Park

	S709	Storage
Lot 7407 on SP 198829	C755 & C756	Car Park
	S713	Storage
Lot 7408 on SP 198829	C739 & C740	Car Park
	S724	Storage
Lot 7501 on SP 198829	C701 & C702	Car Park
	S701	Storage
Lot 7502 on SP 198829	C711 & C712	Car Park
	S705	Storage
Lot 7503 on SP 198829	C777 & C778	Car Park
	S734	Storage
Lot 7504 on SP 198829	C731 & C732	Car Park
	S723	Storage
Lot 7505 on SP 198829	C733 & C734	Car Park
	S722	Storage
Lot 7506 on SP 198829	C765 & C766	Car Park
	S725	Storage
Lot 7507 on SP 198829	C751 & C752	Car Park
	S711	Storage
Lot 7601 on SP 198829	C774, C775 & C776	Car Park
	S731	Storage
Lot 7602 on SP 198829	C767, C768 & C769	Car Park
	S730	Storage
Lot 7603 on SP 198829	C743, C744, C745 & C746	Car Park
	S710	Storage

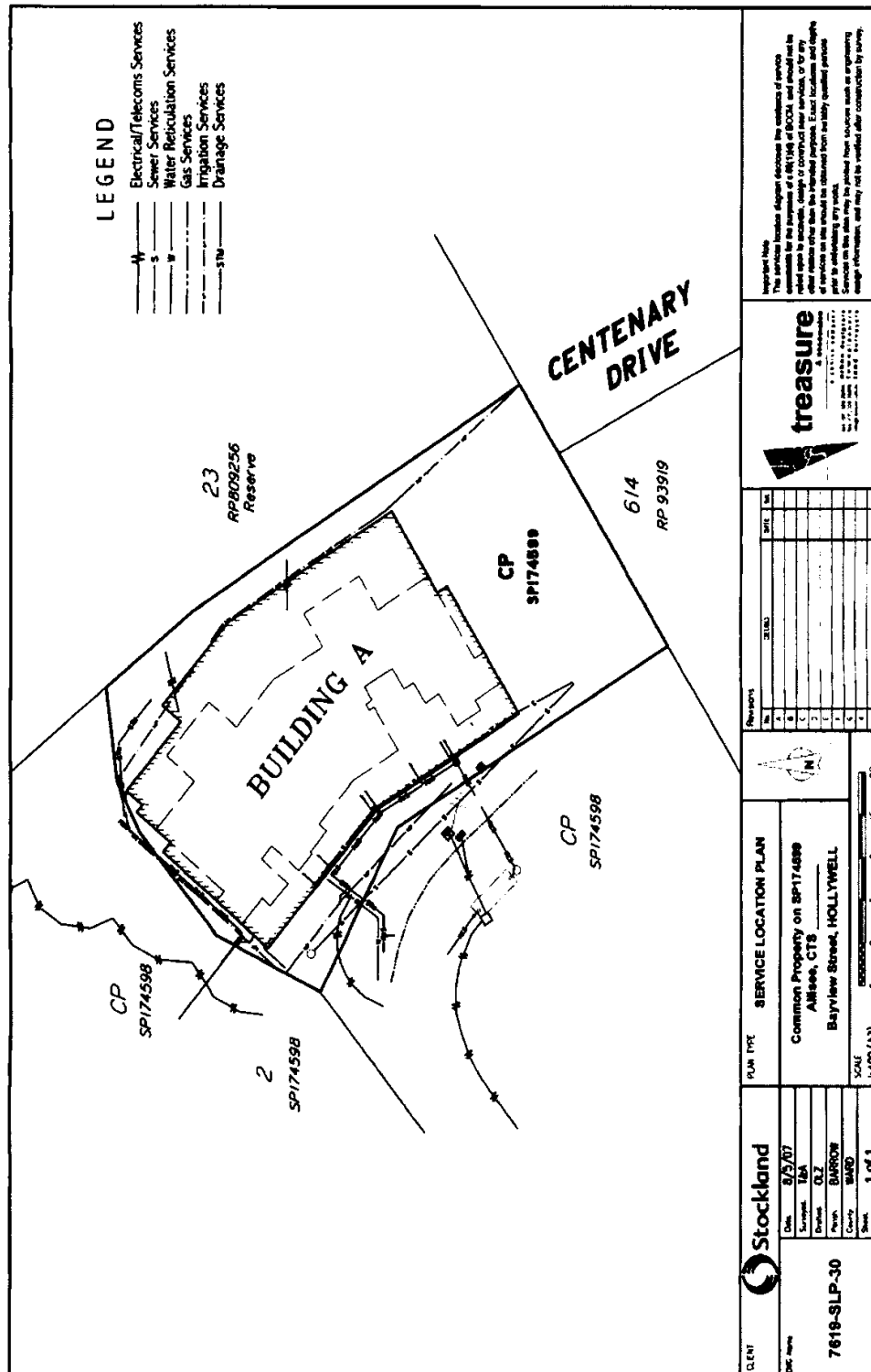
**ANNEXURE A
CONCEPT PLAN**

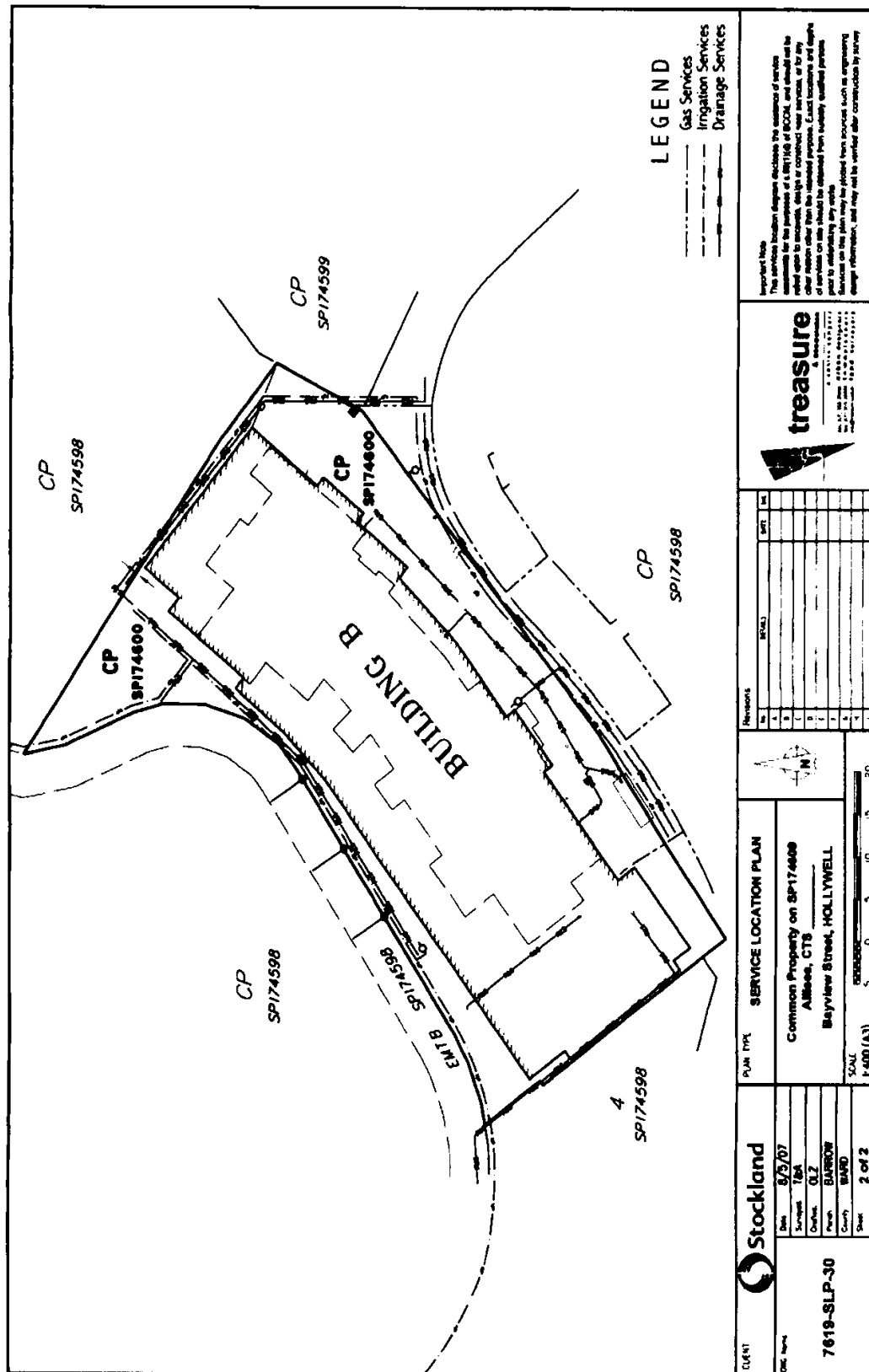


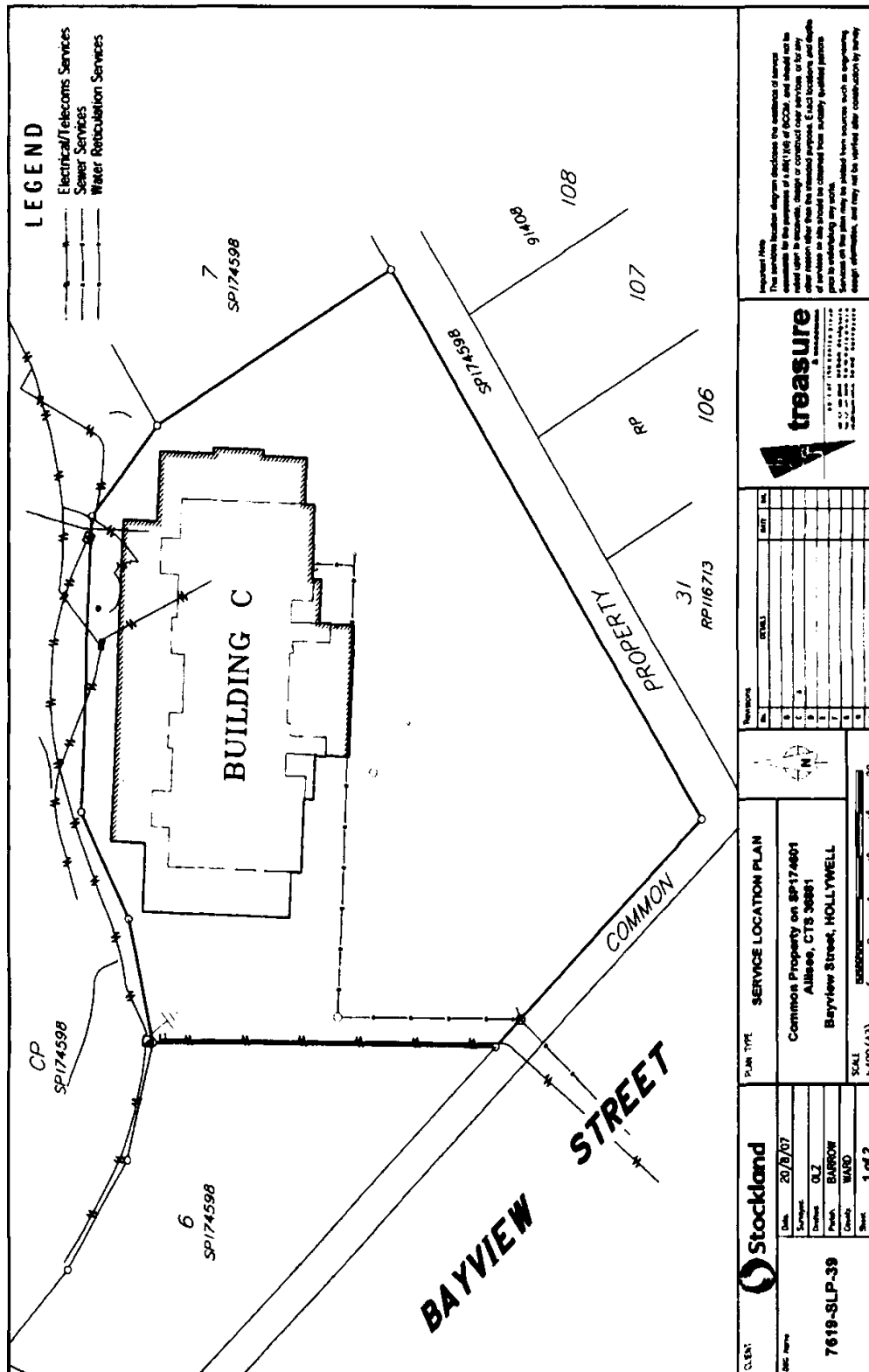


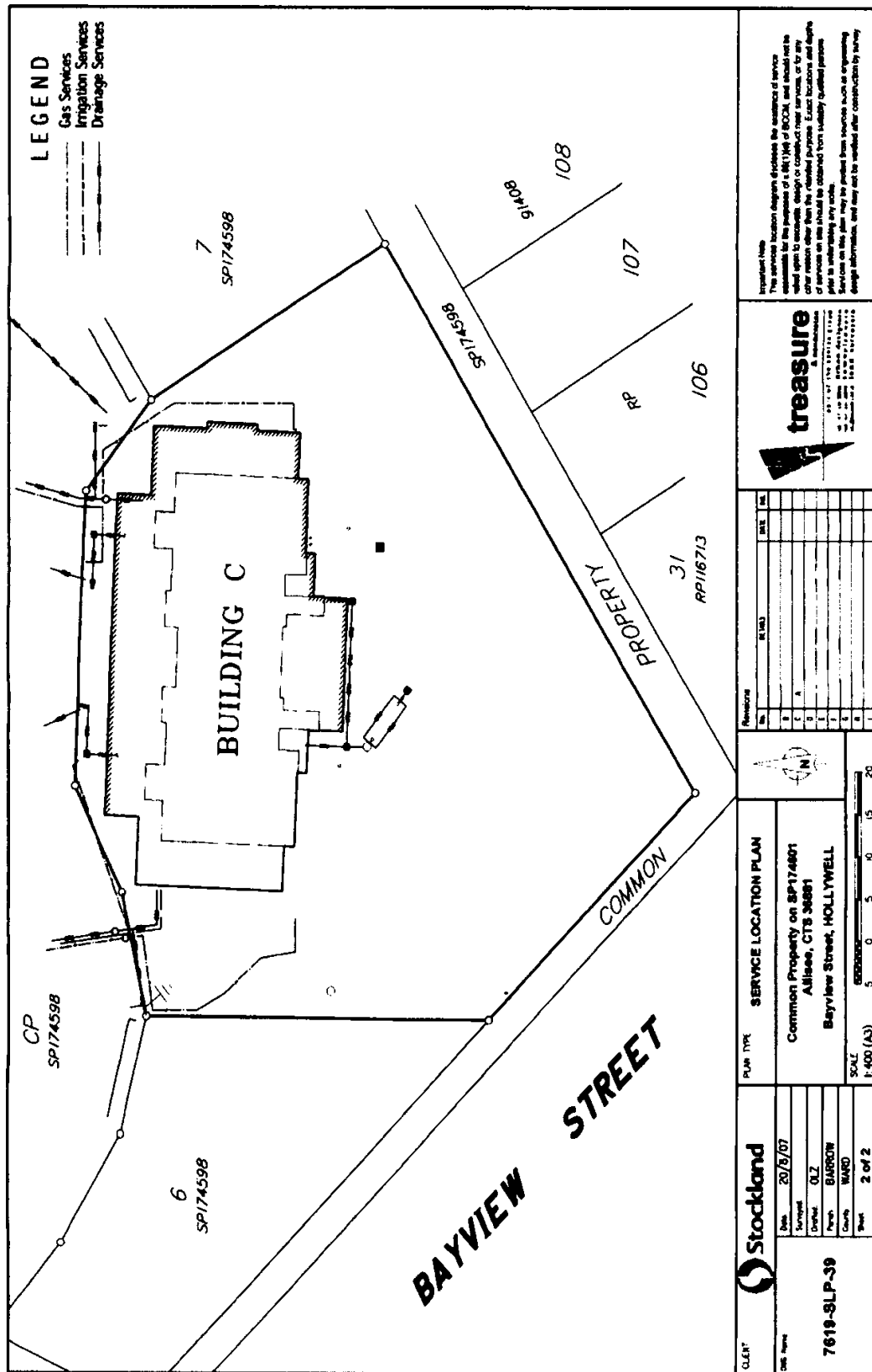


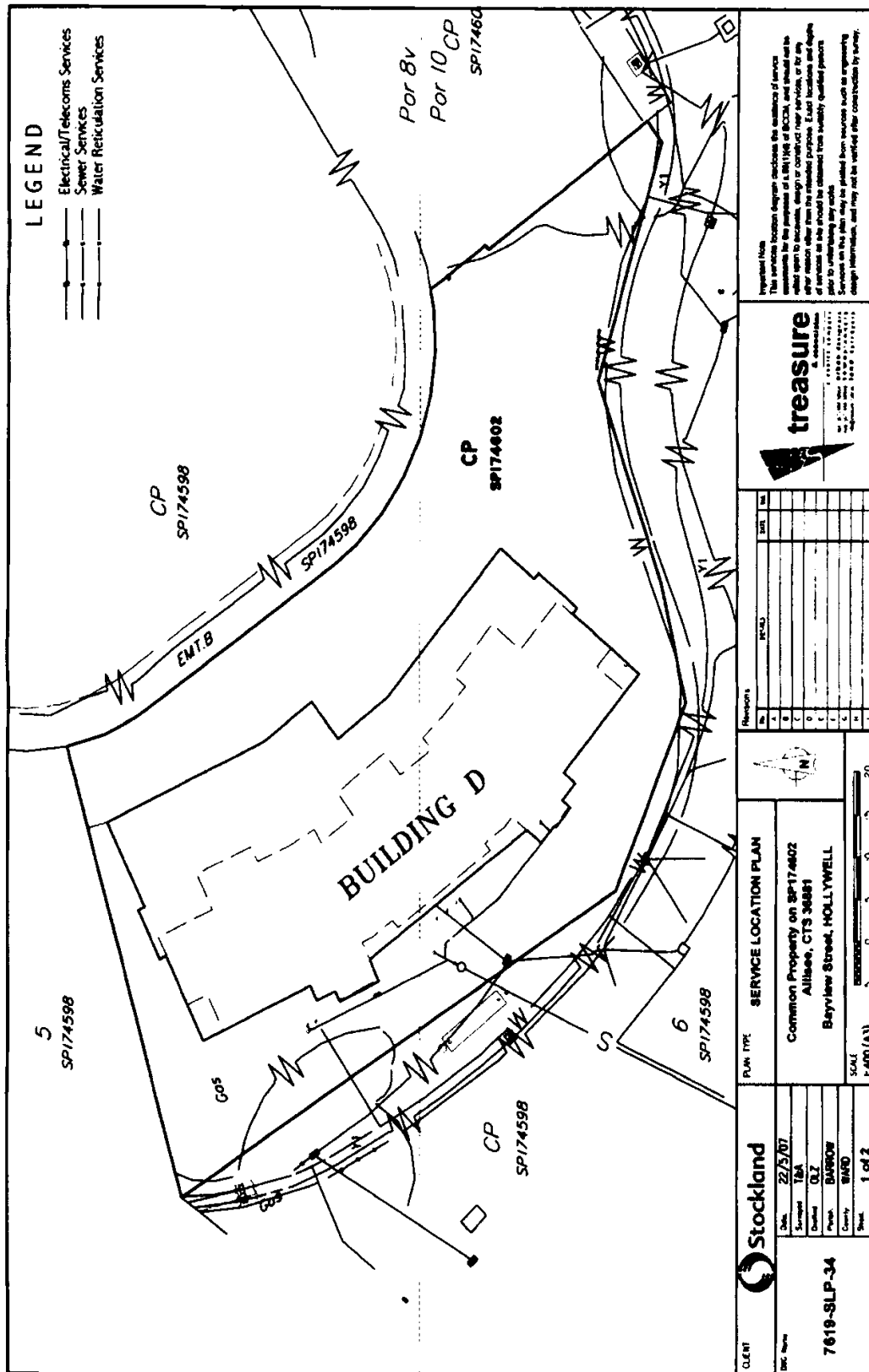
**ANNEXURE B
SERVICE LOCATION DIGRAMS**

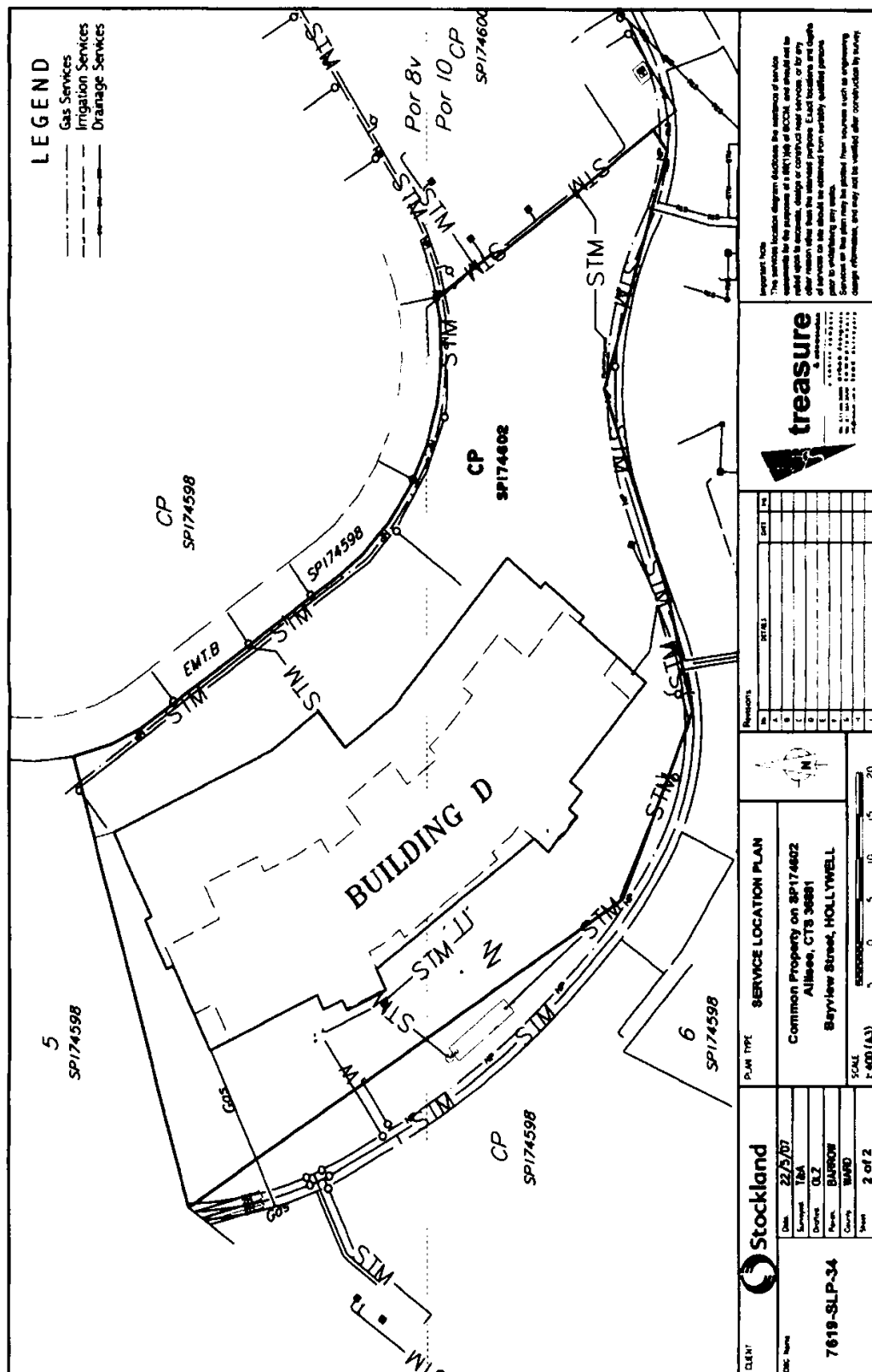


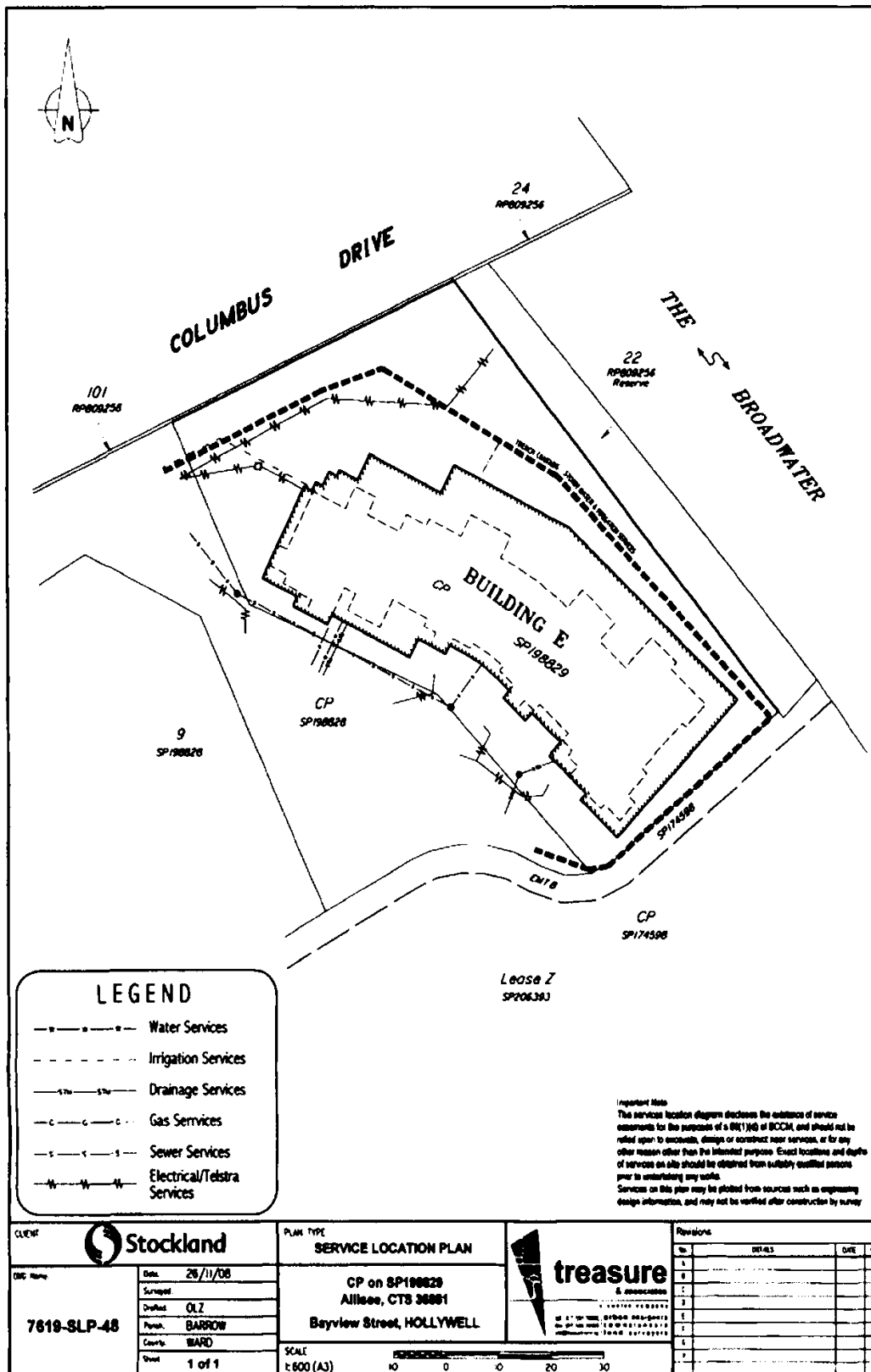


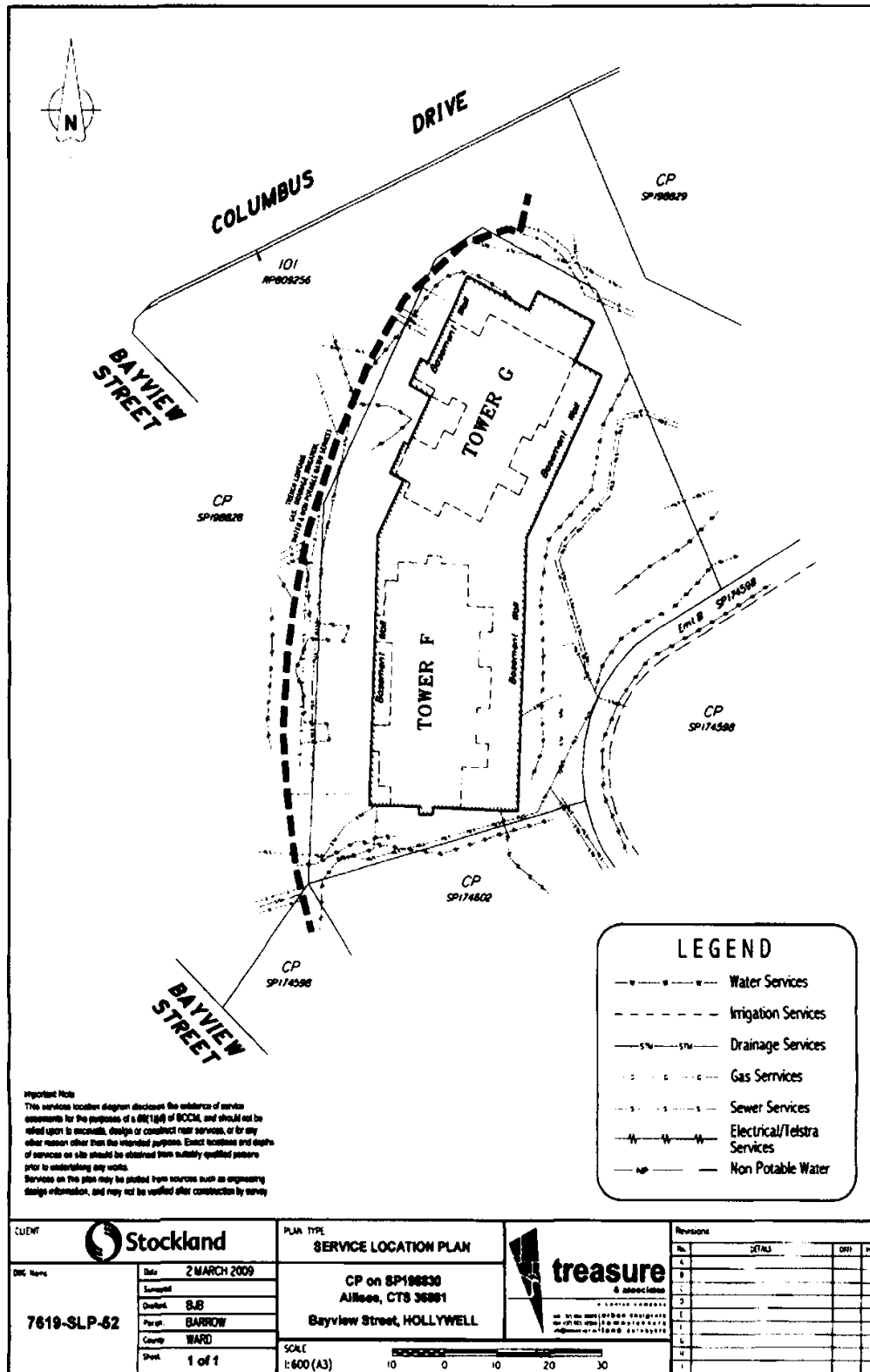




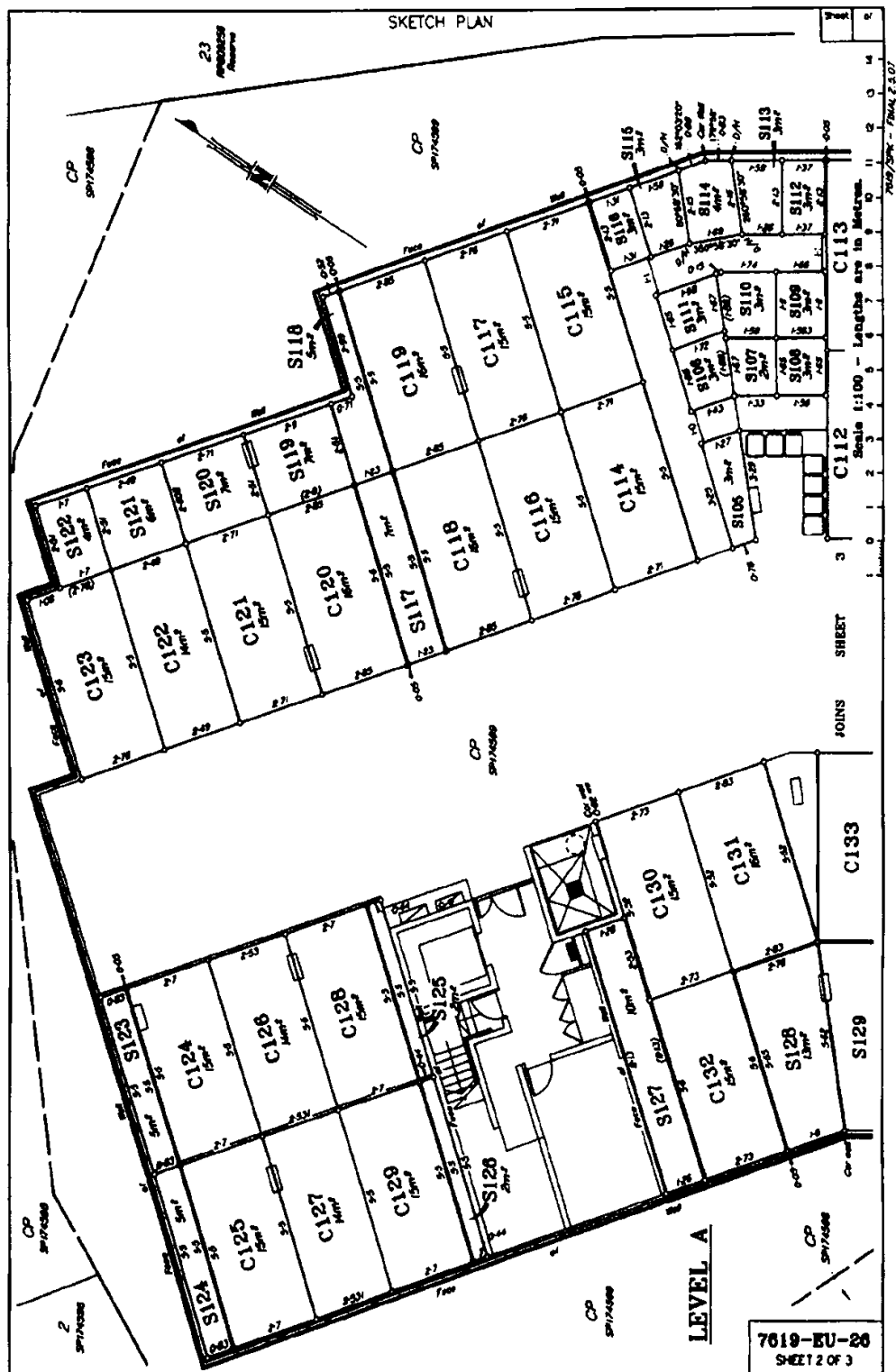


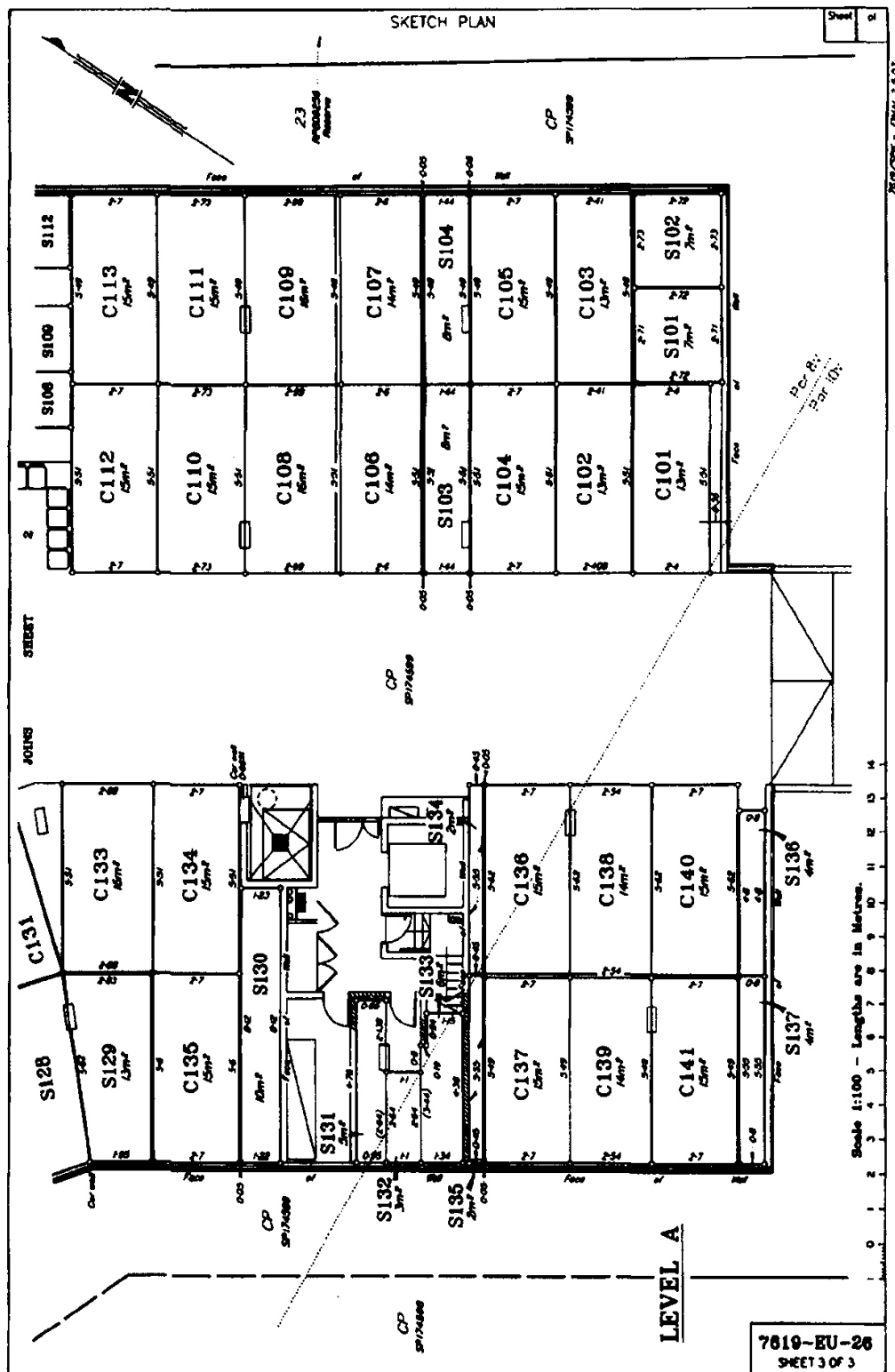


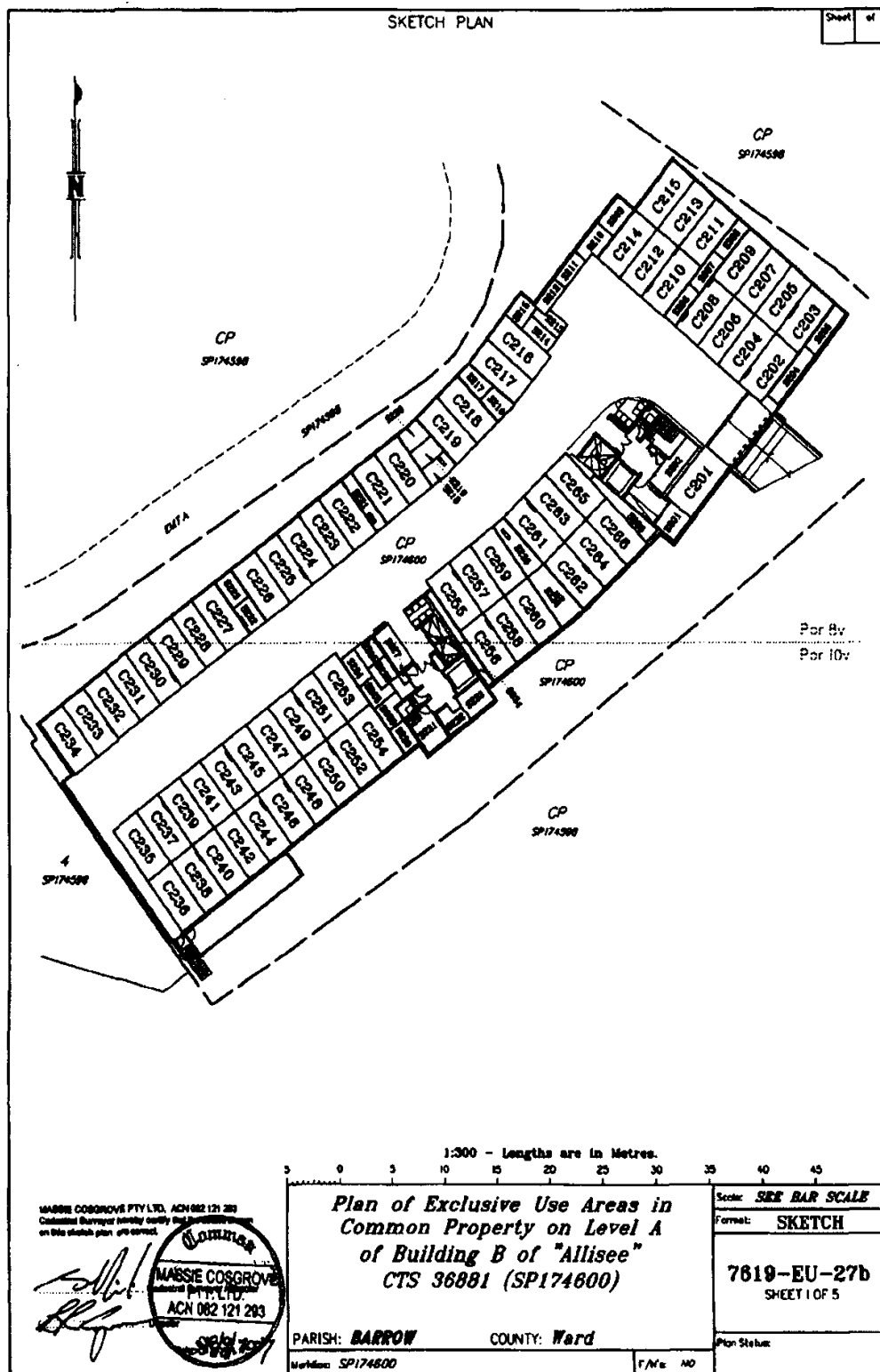


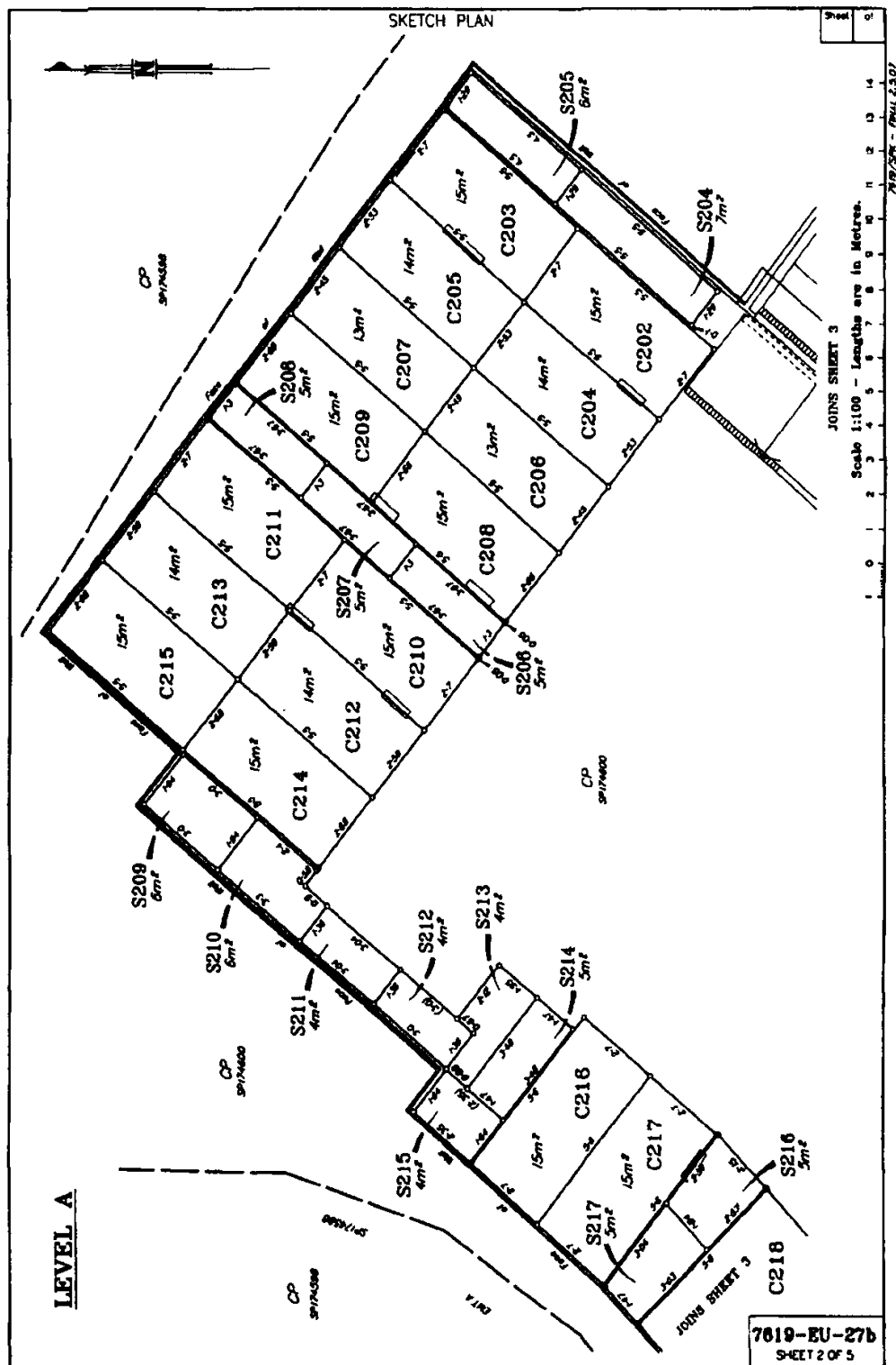


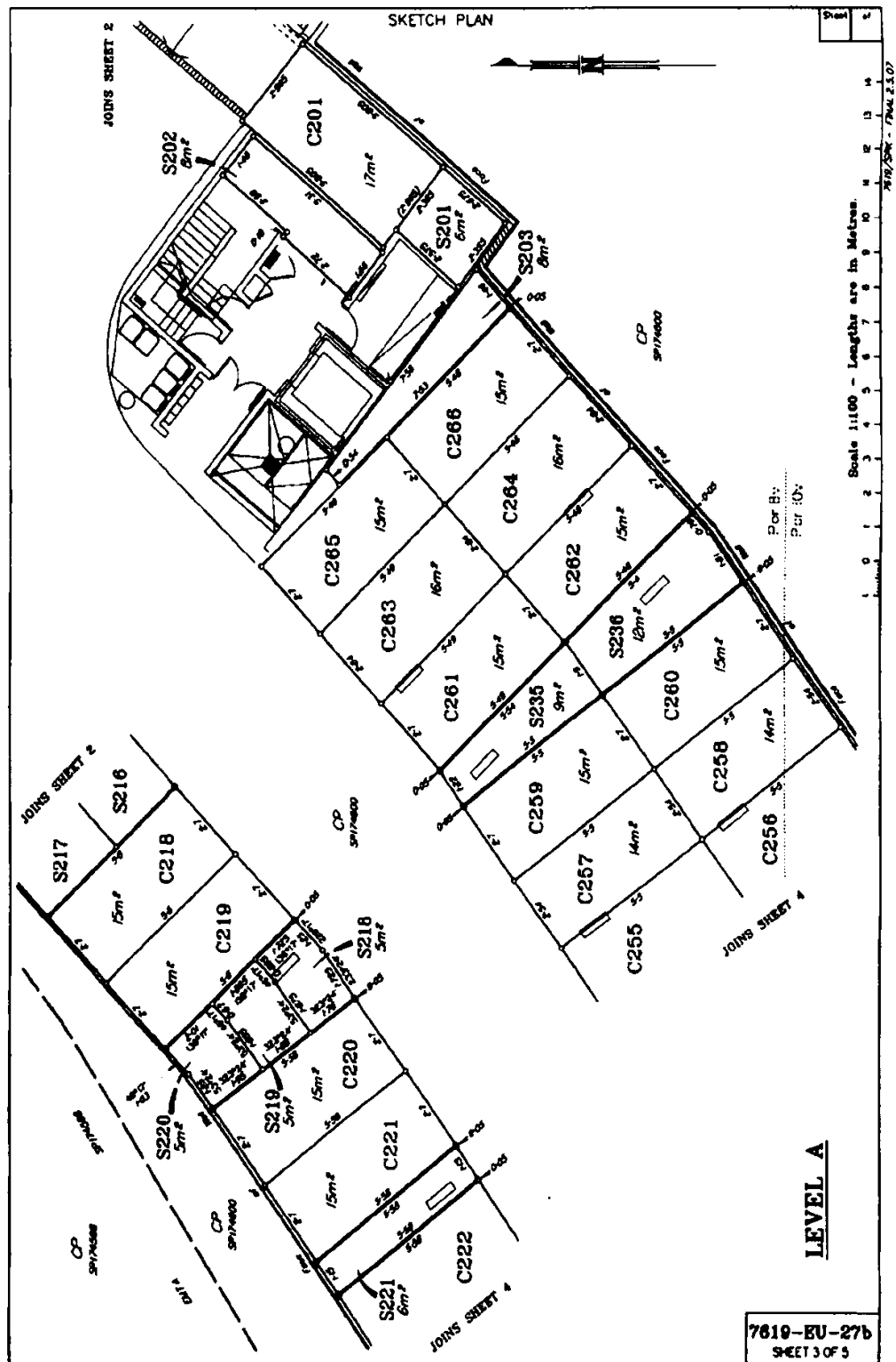
**ANNEXURE C
EXCLUSIVE USE PLANS**

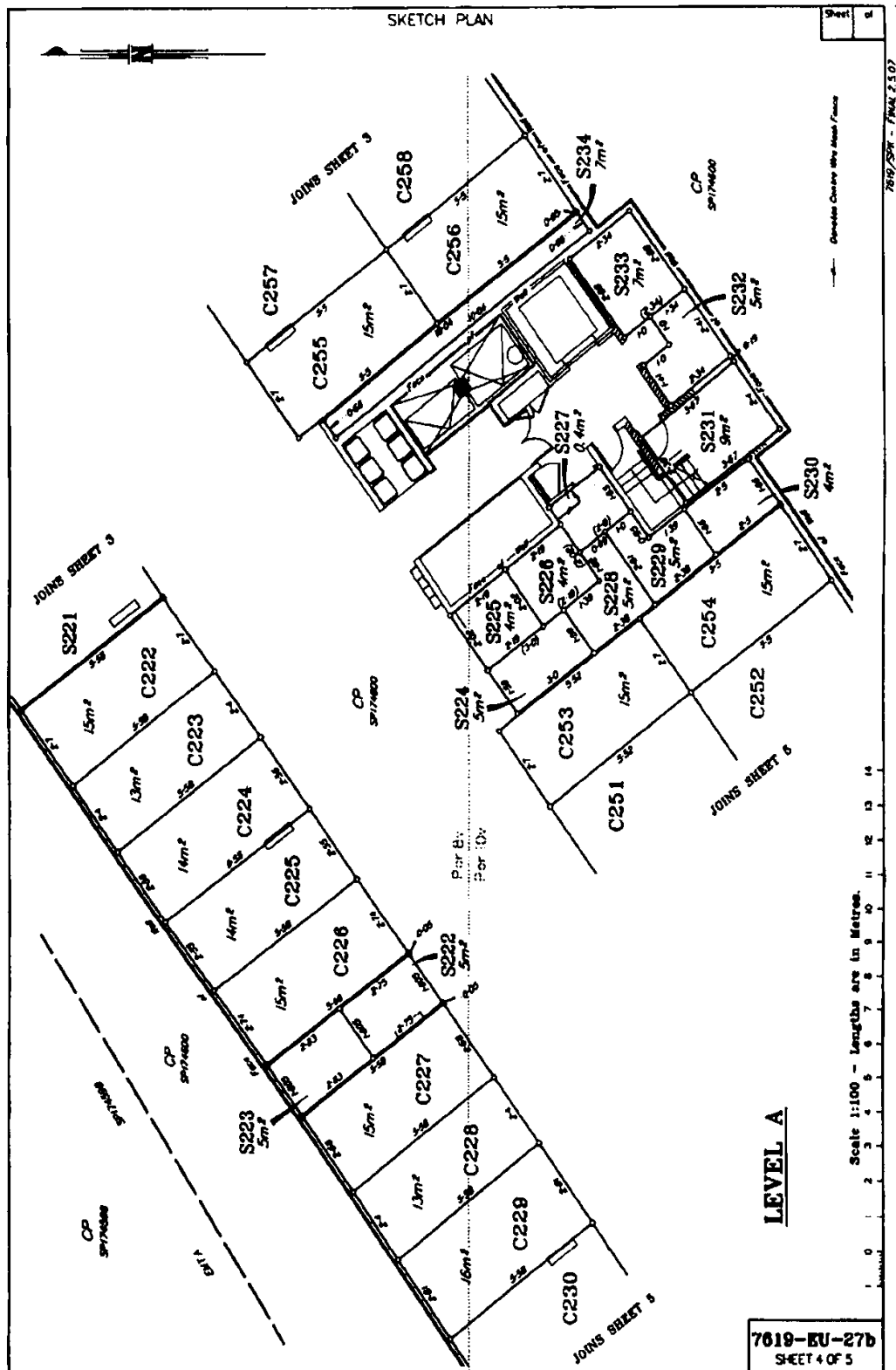


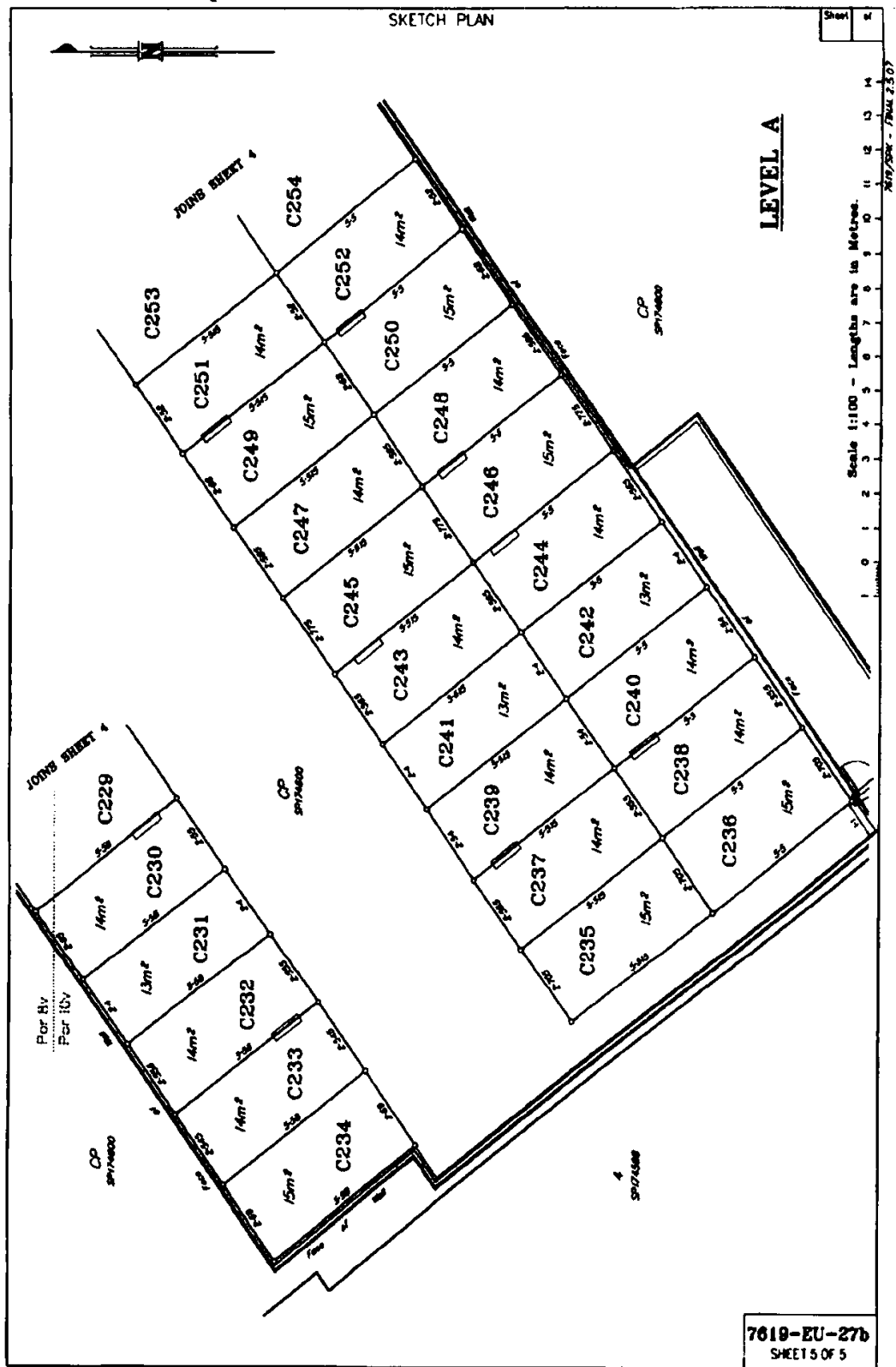


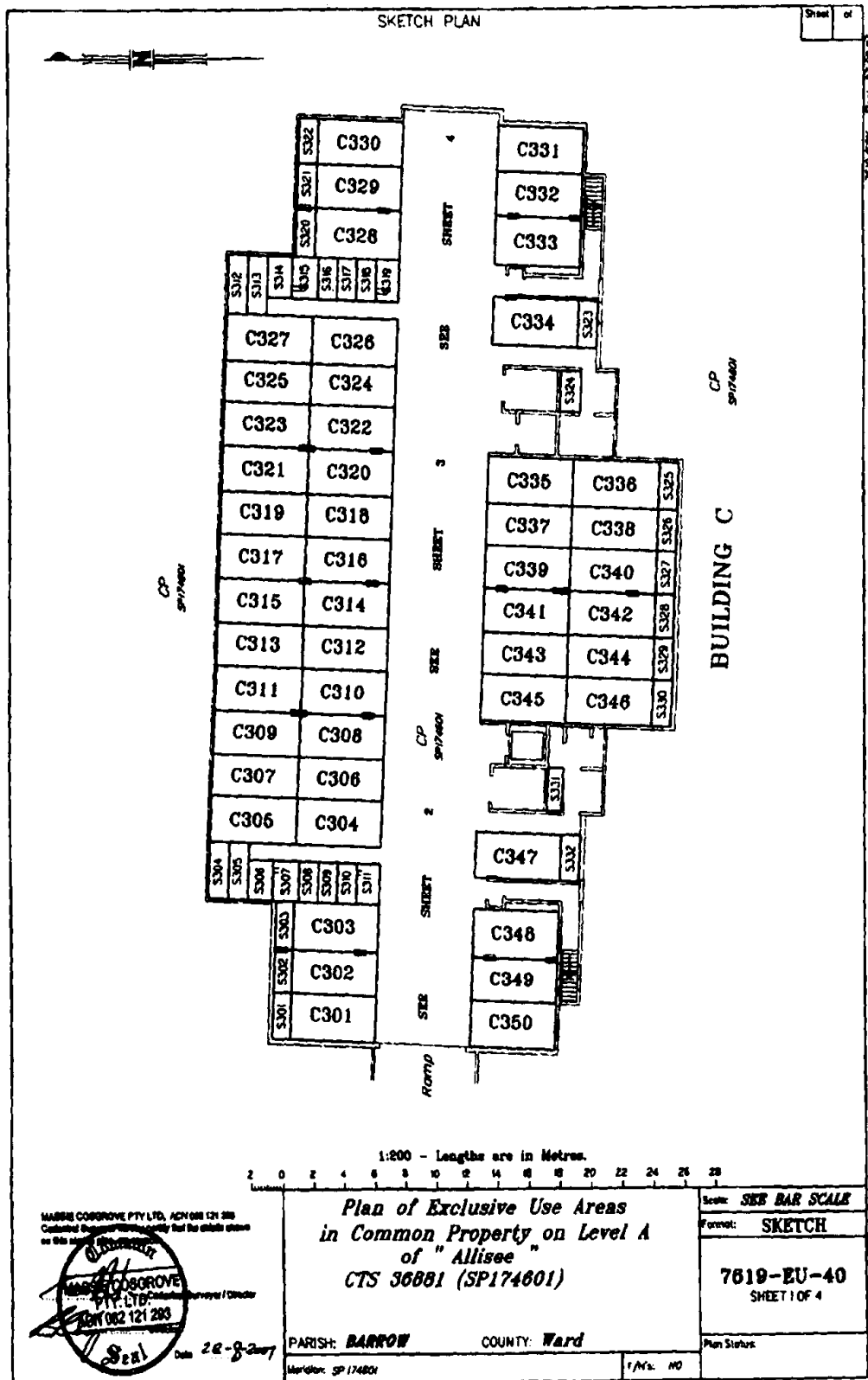


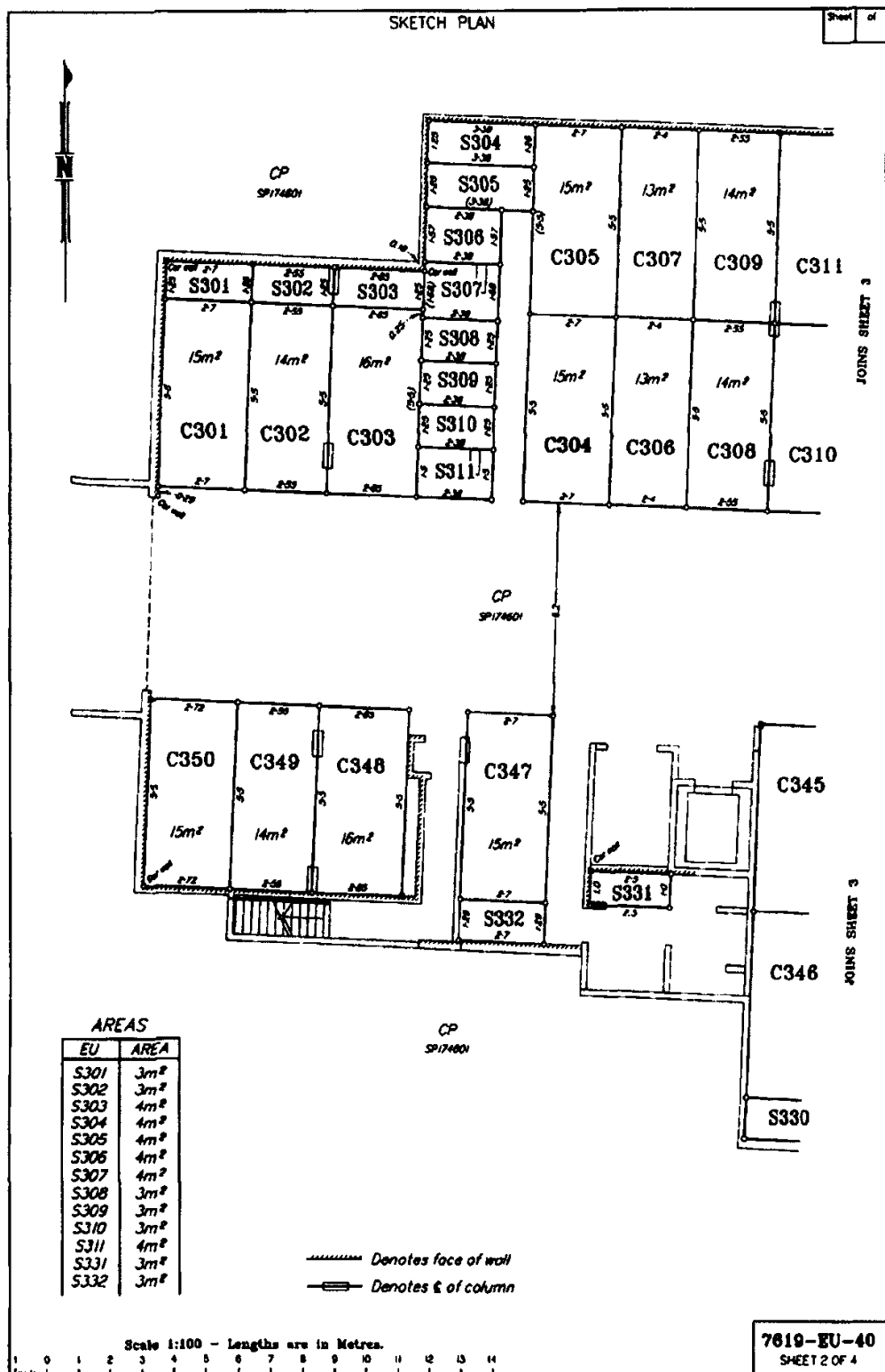


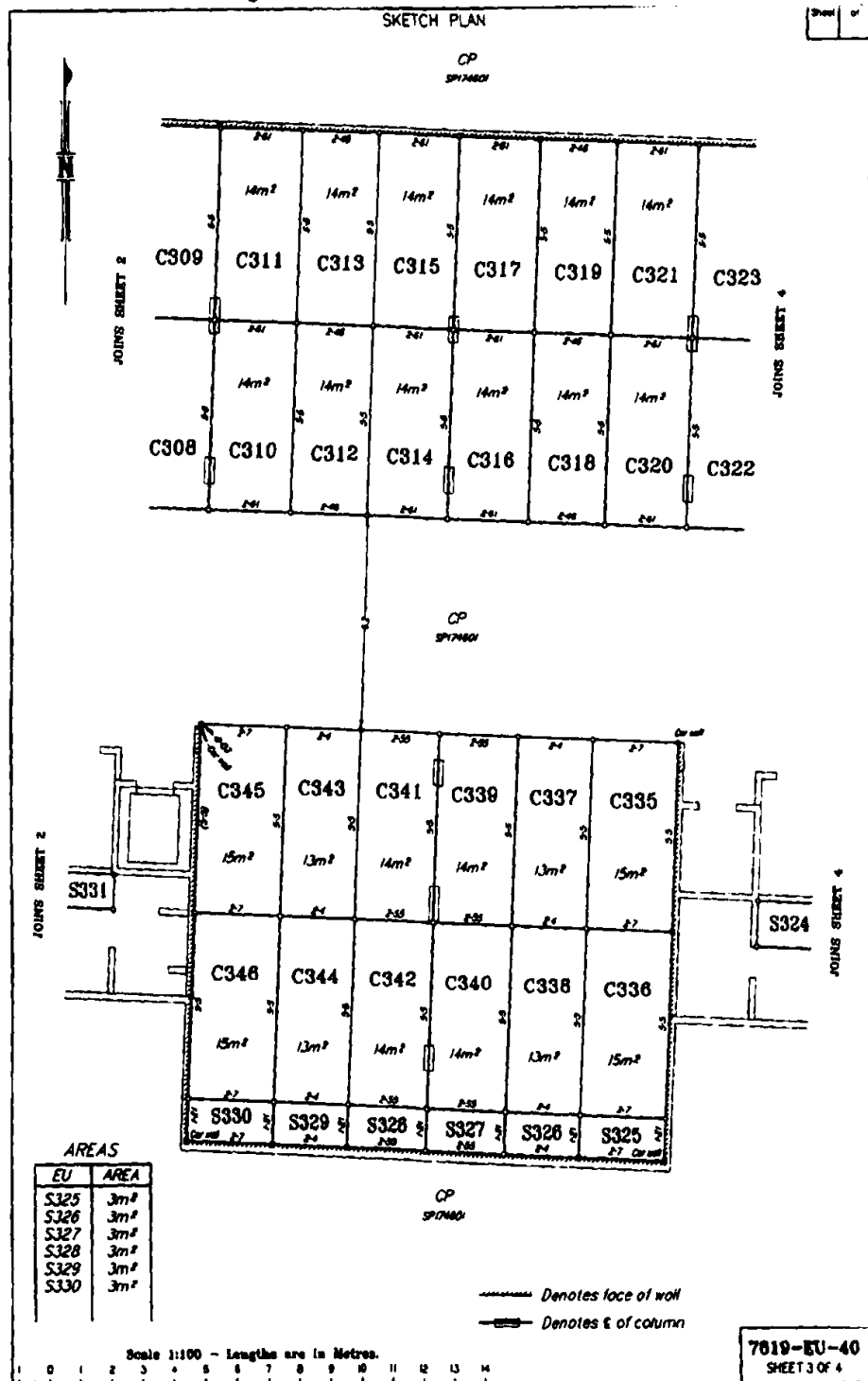


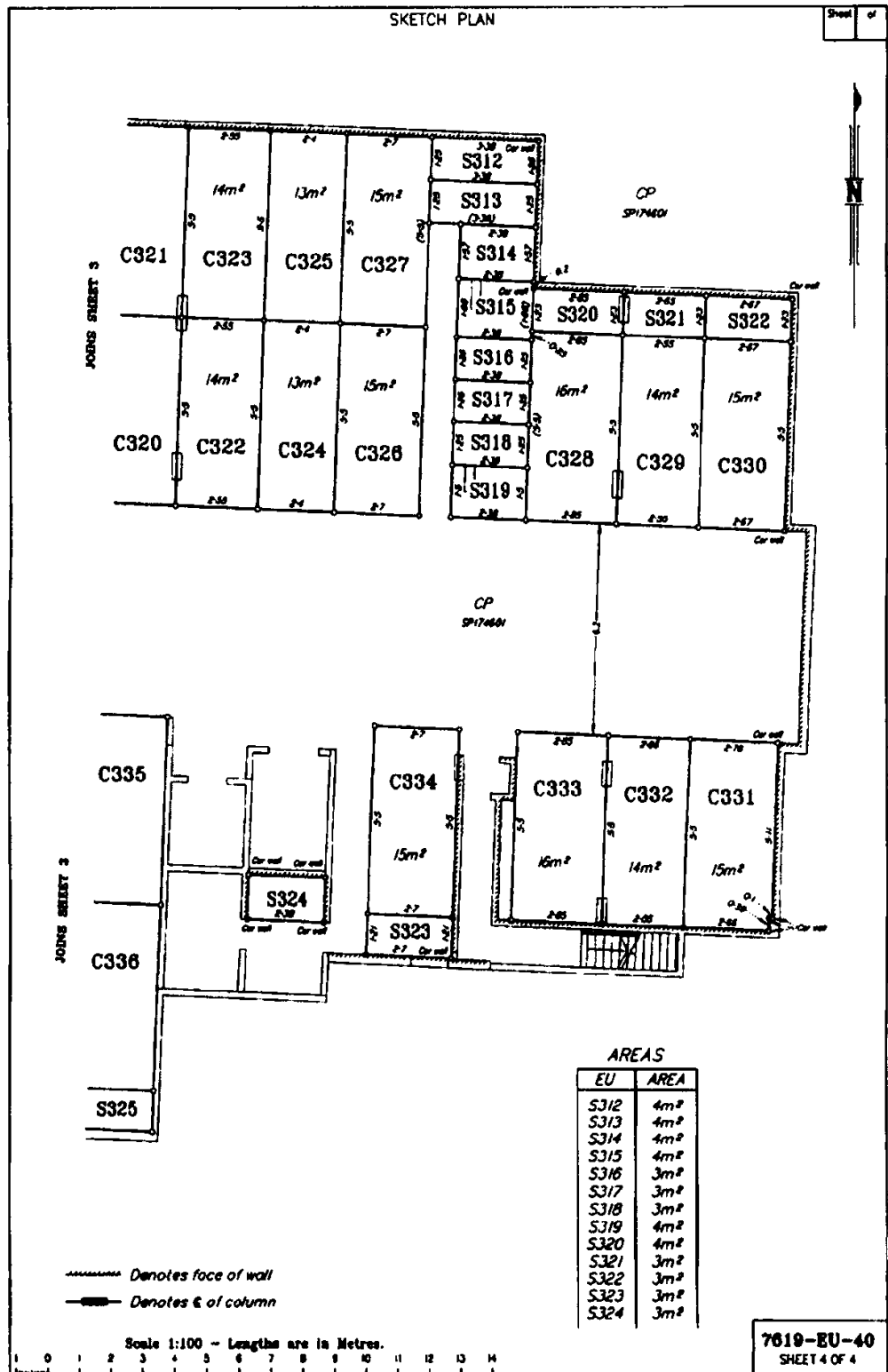


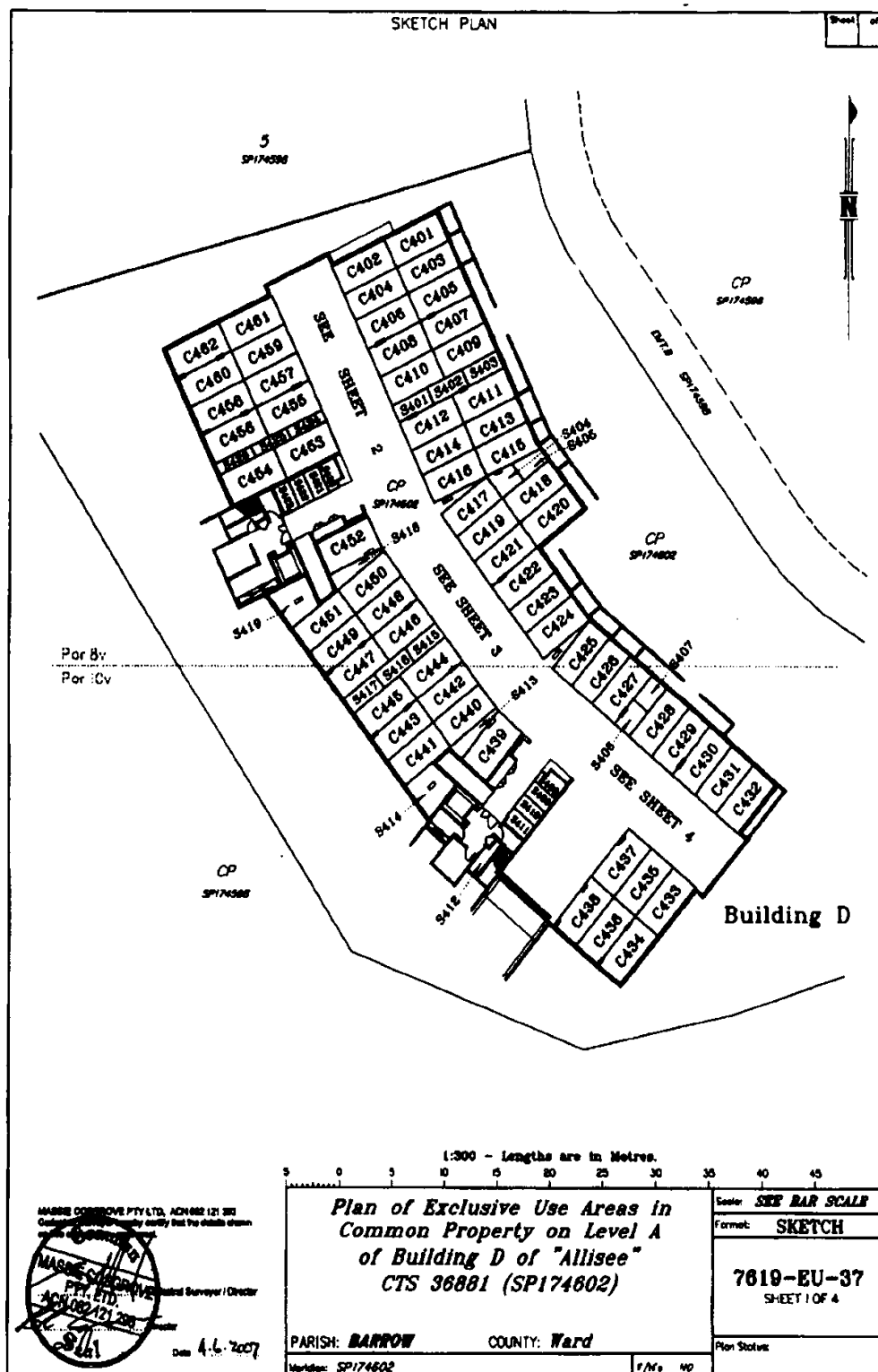


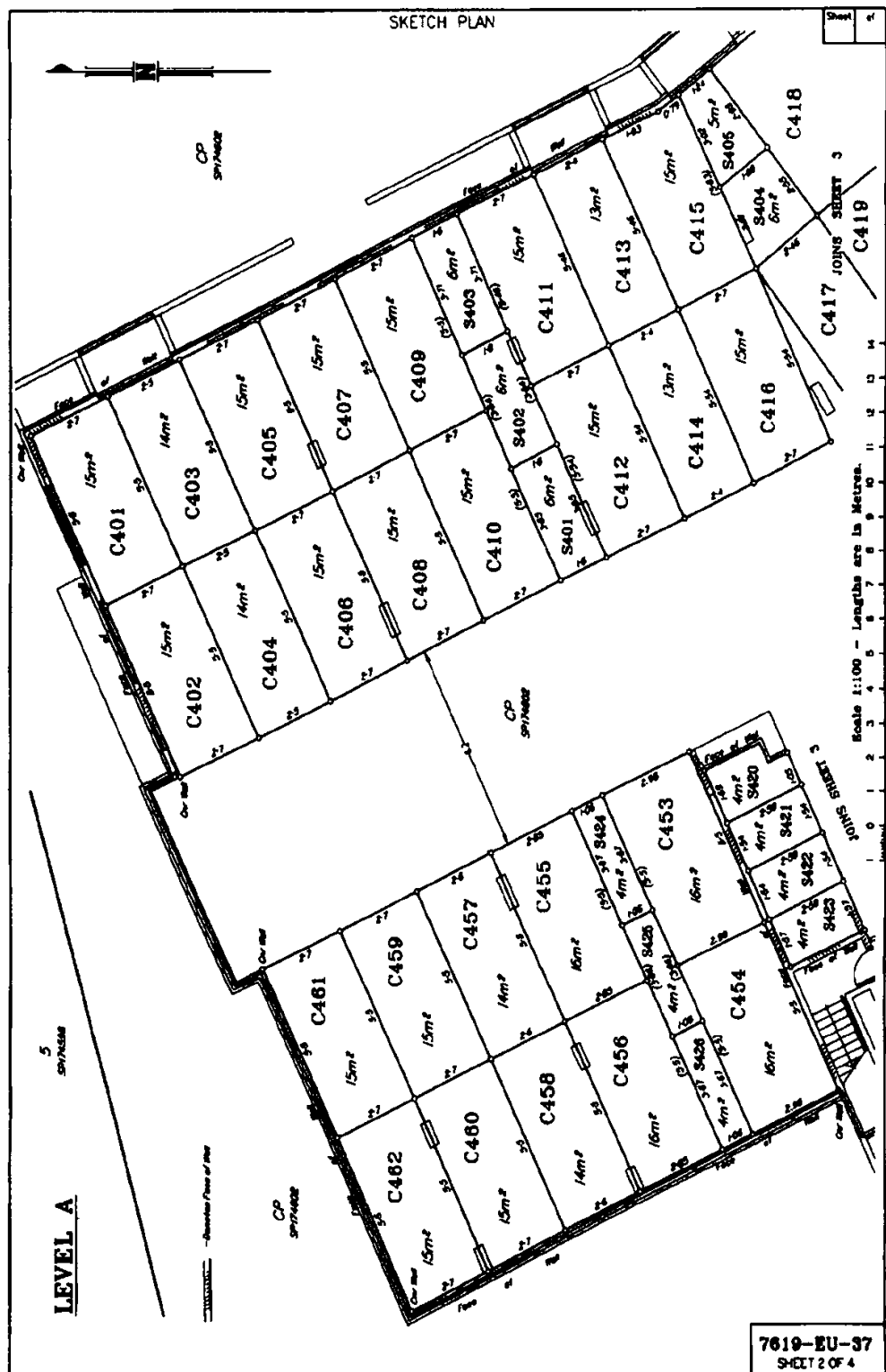


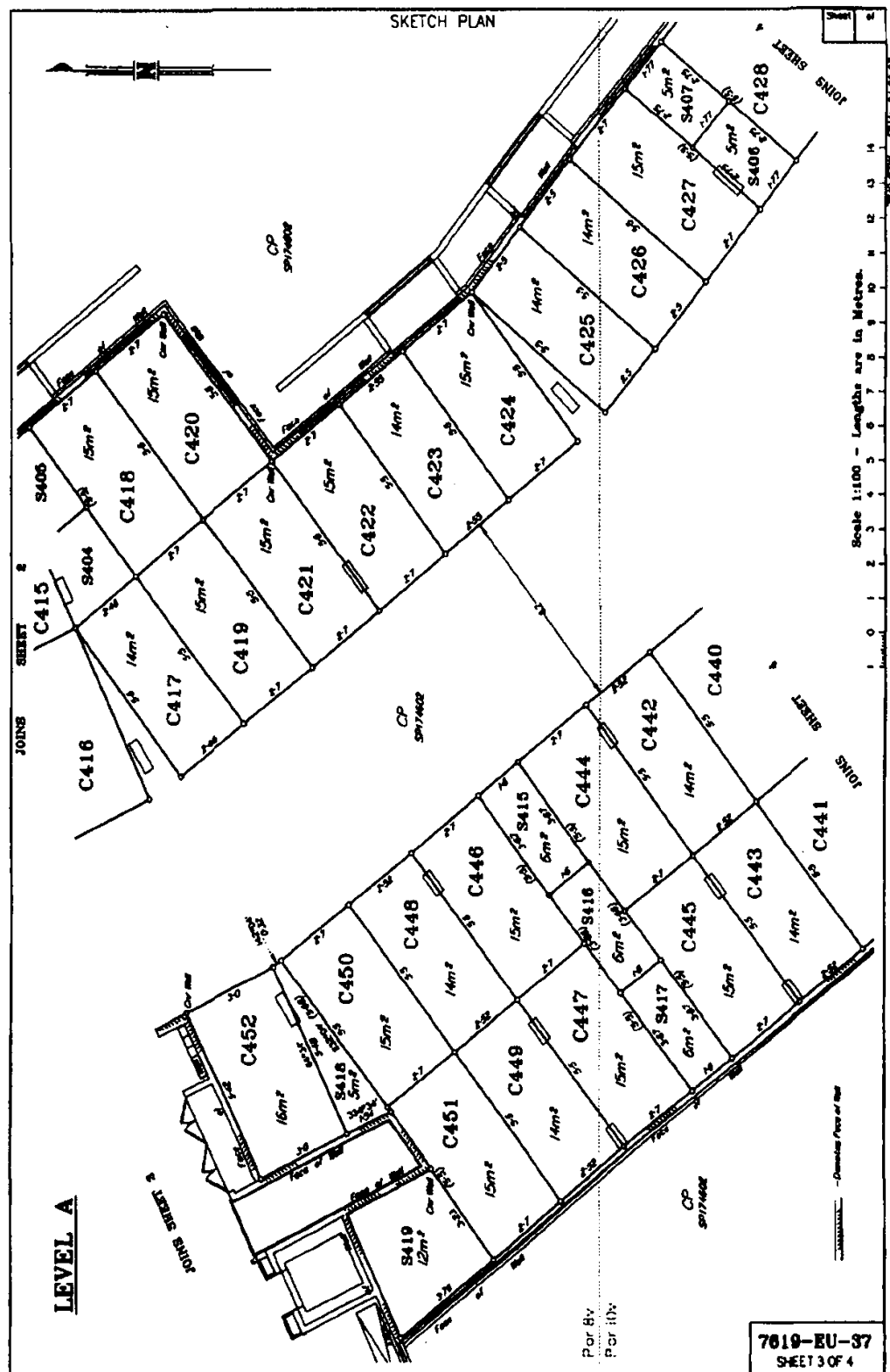


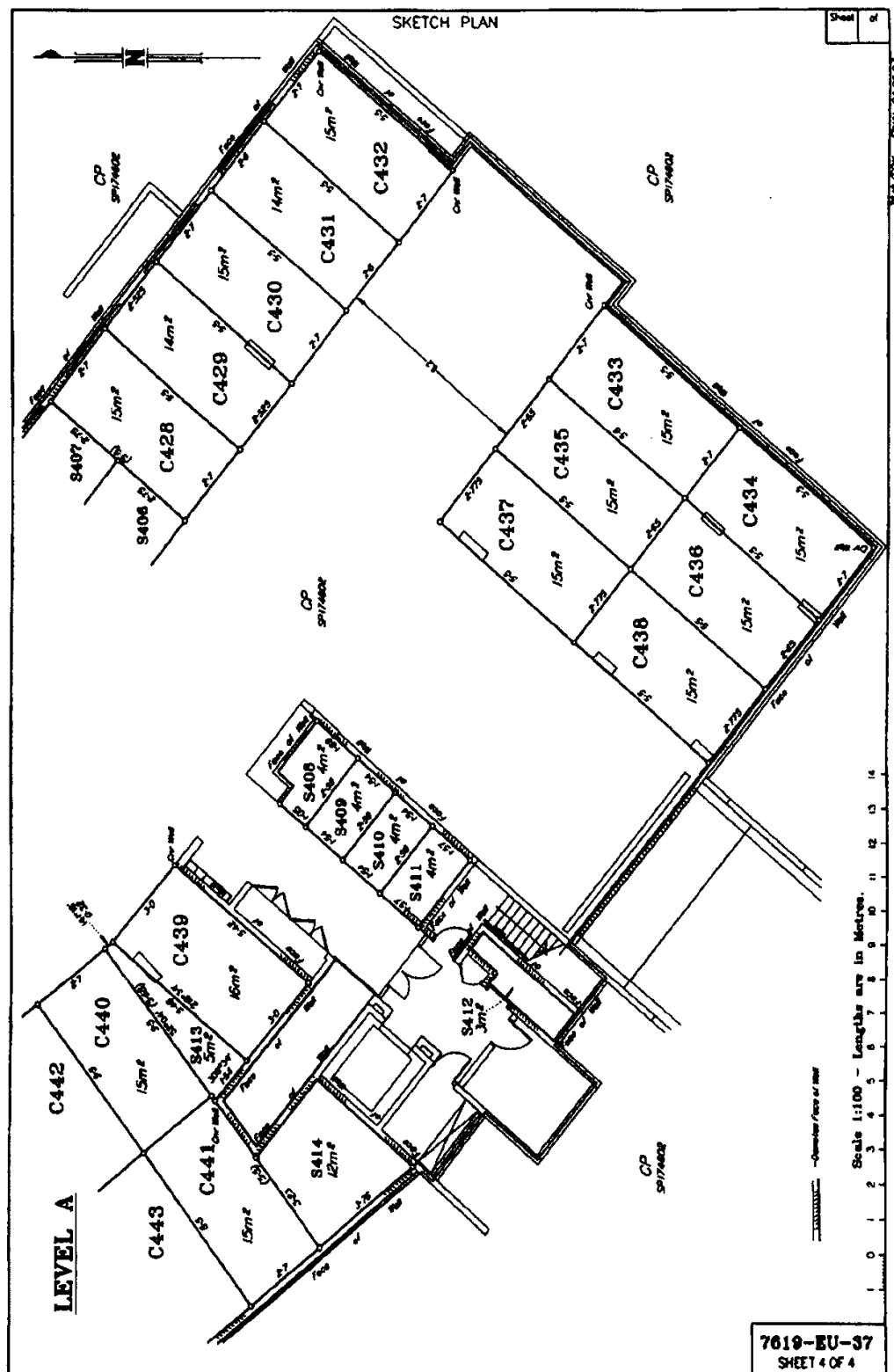


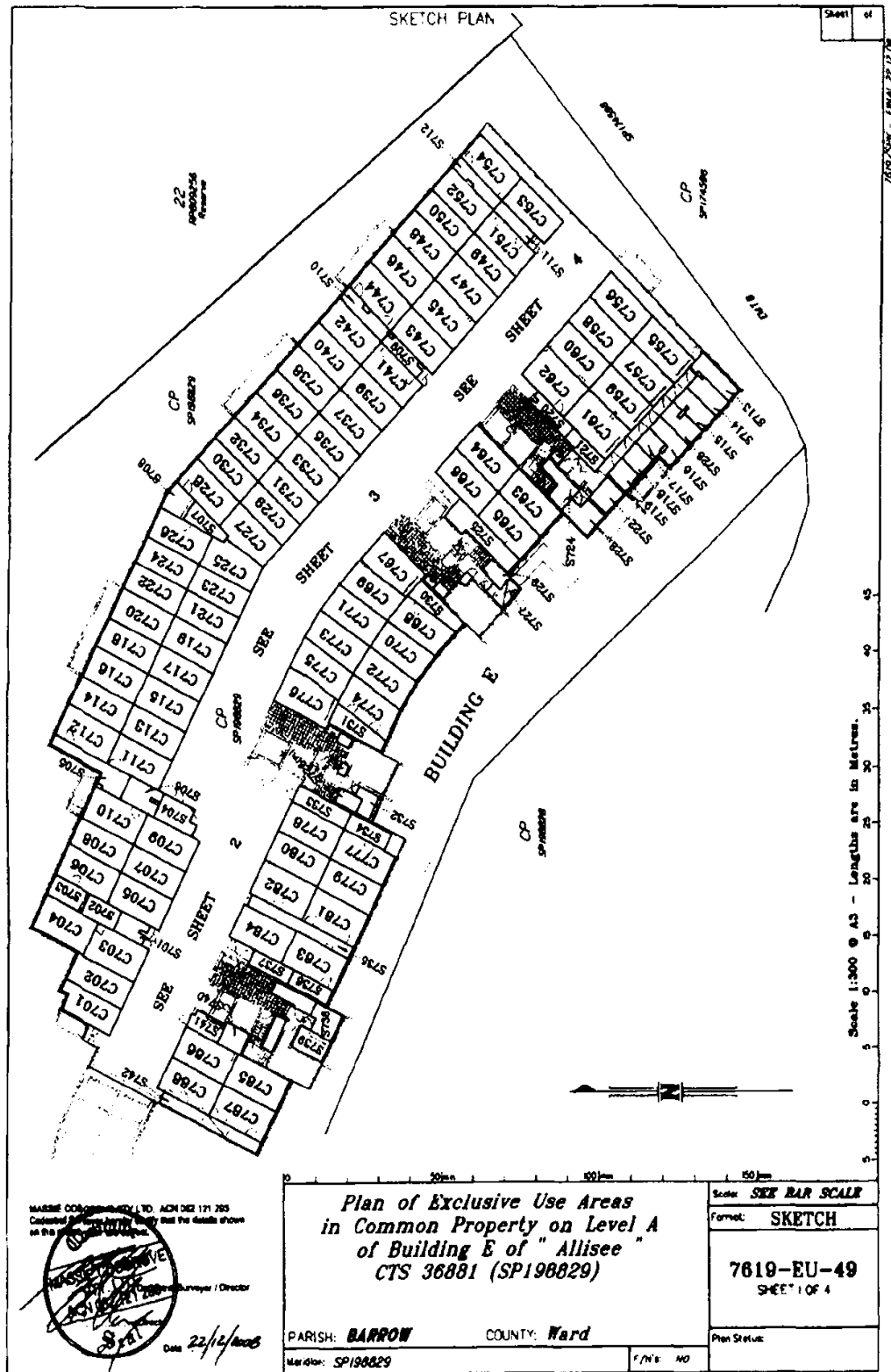


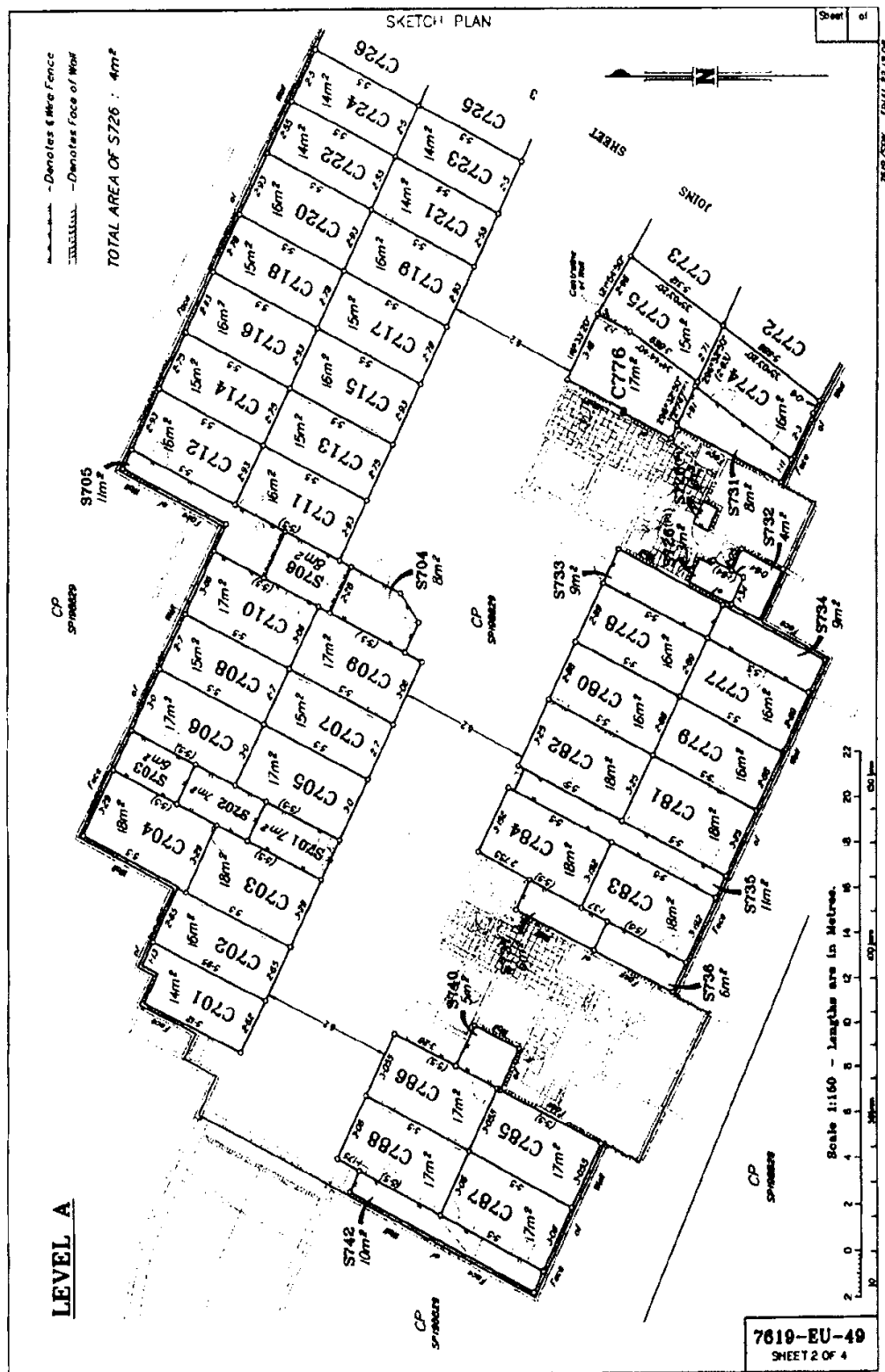


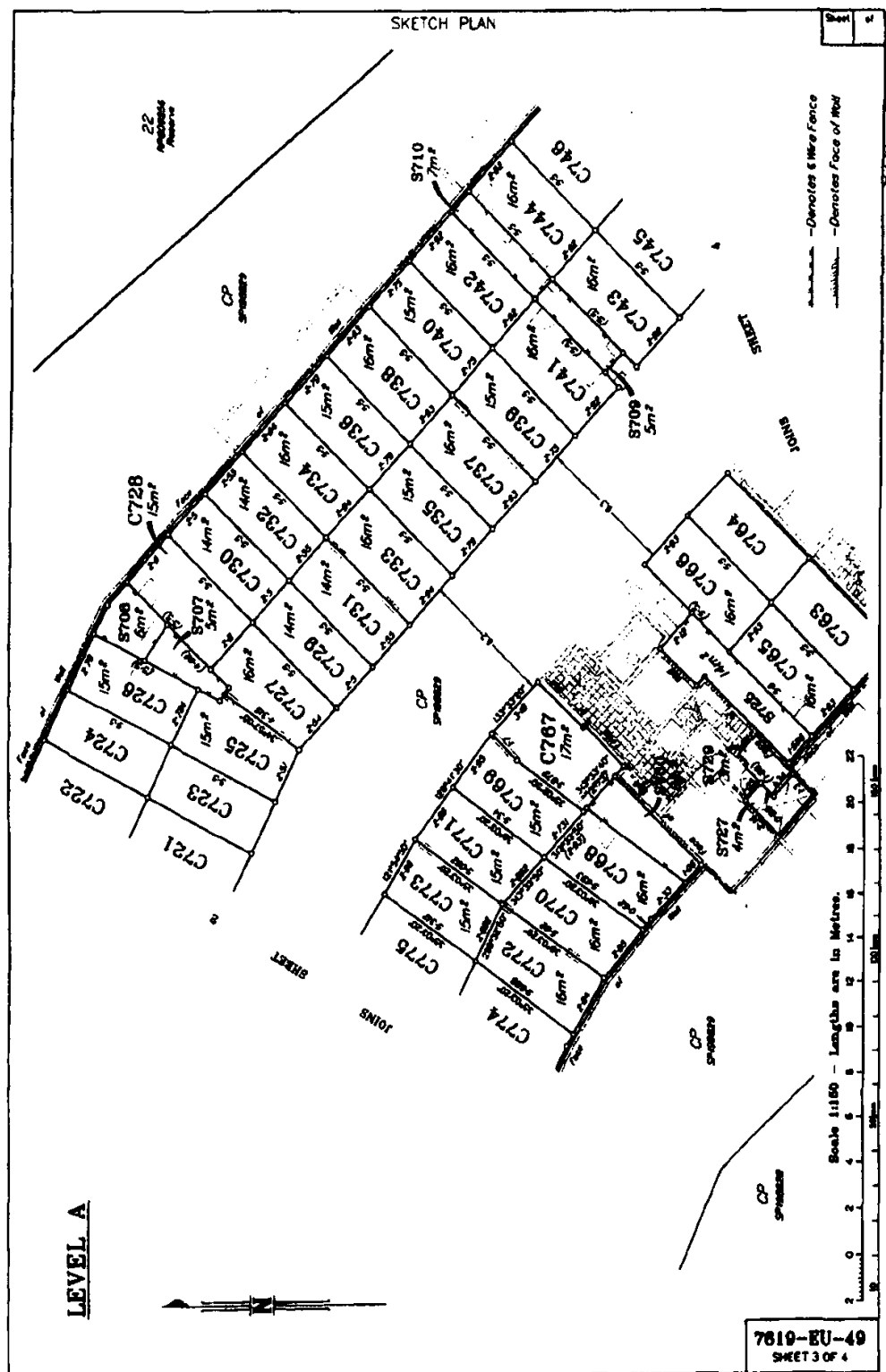


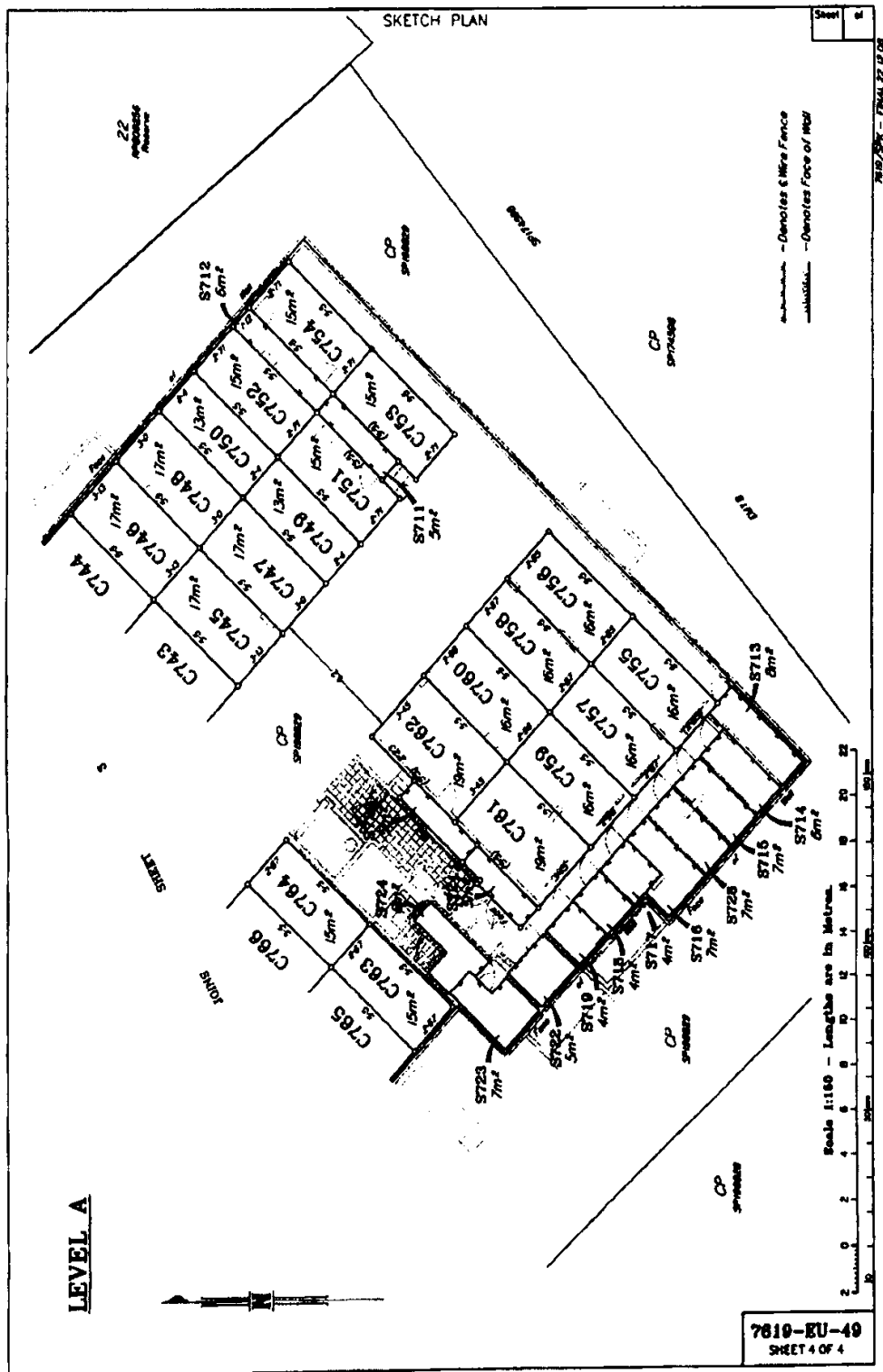


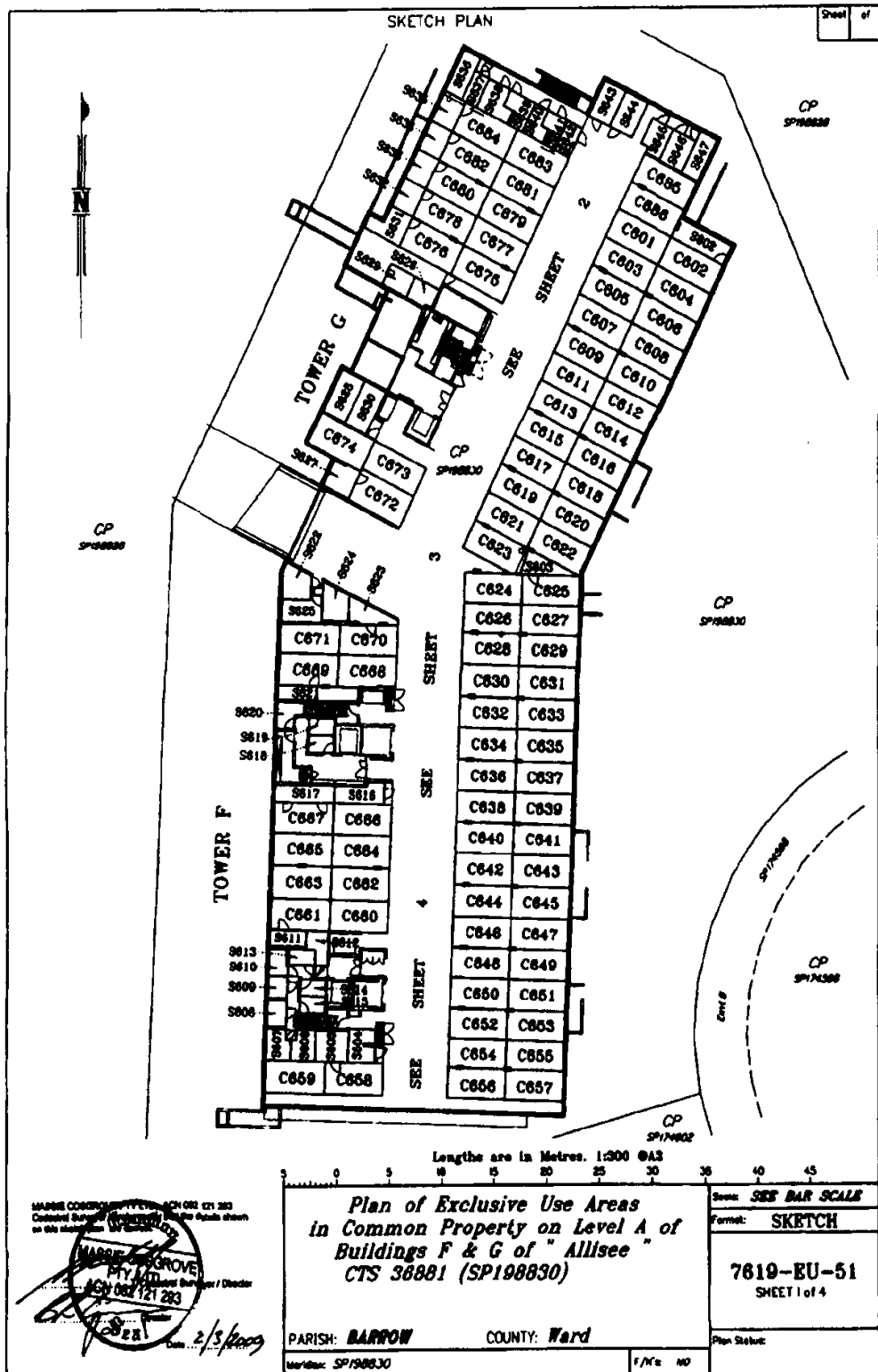


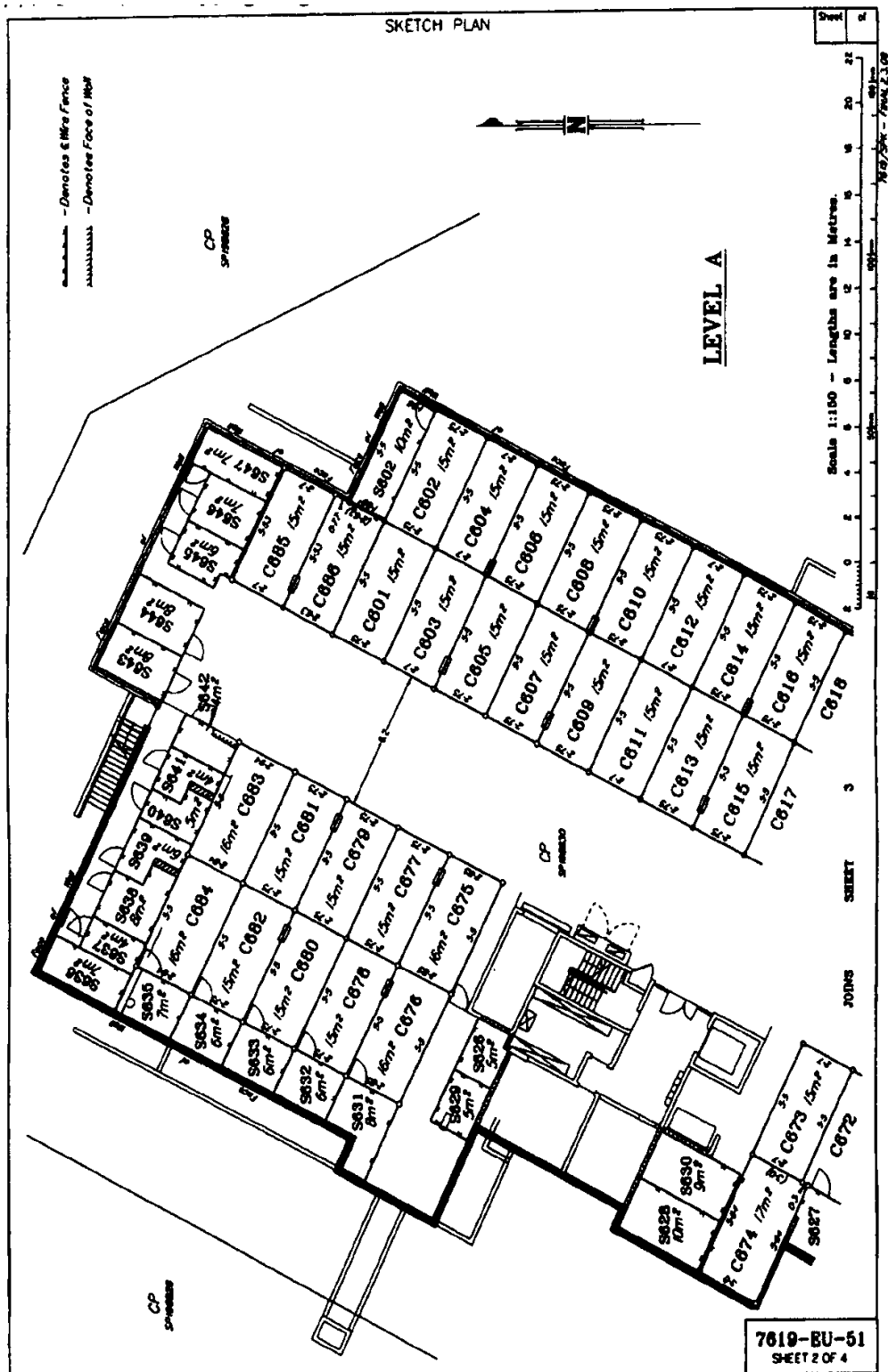


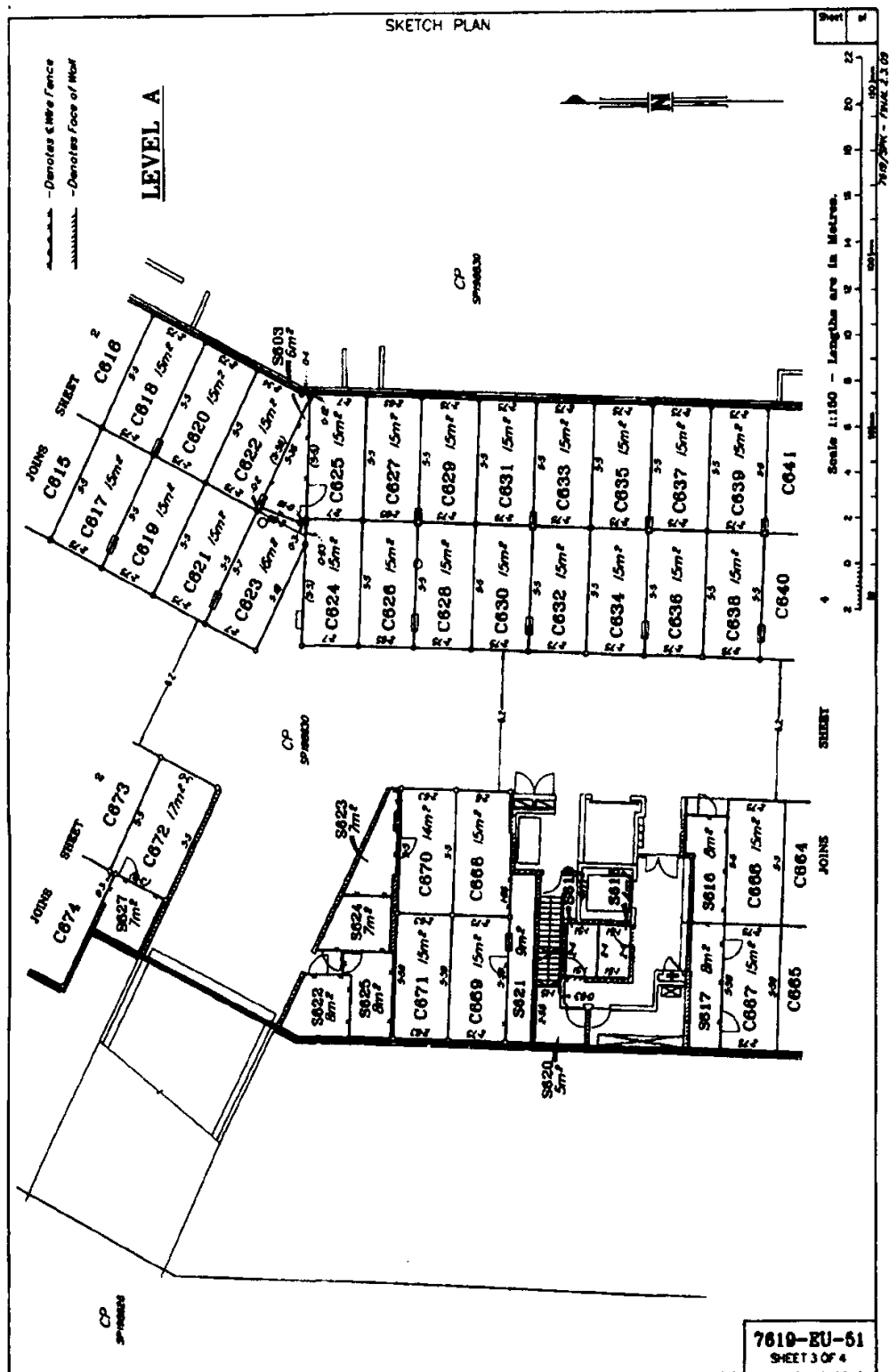


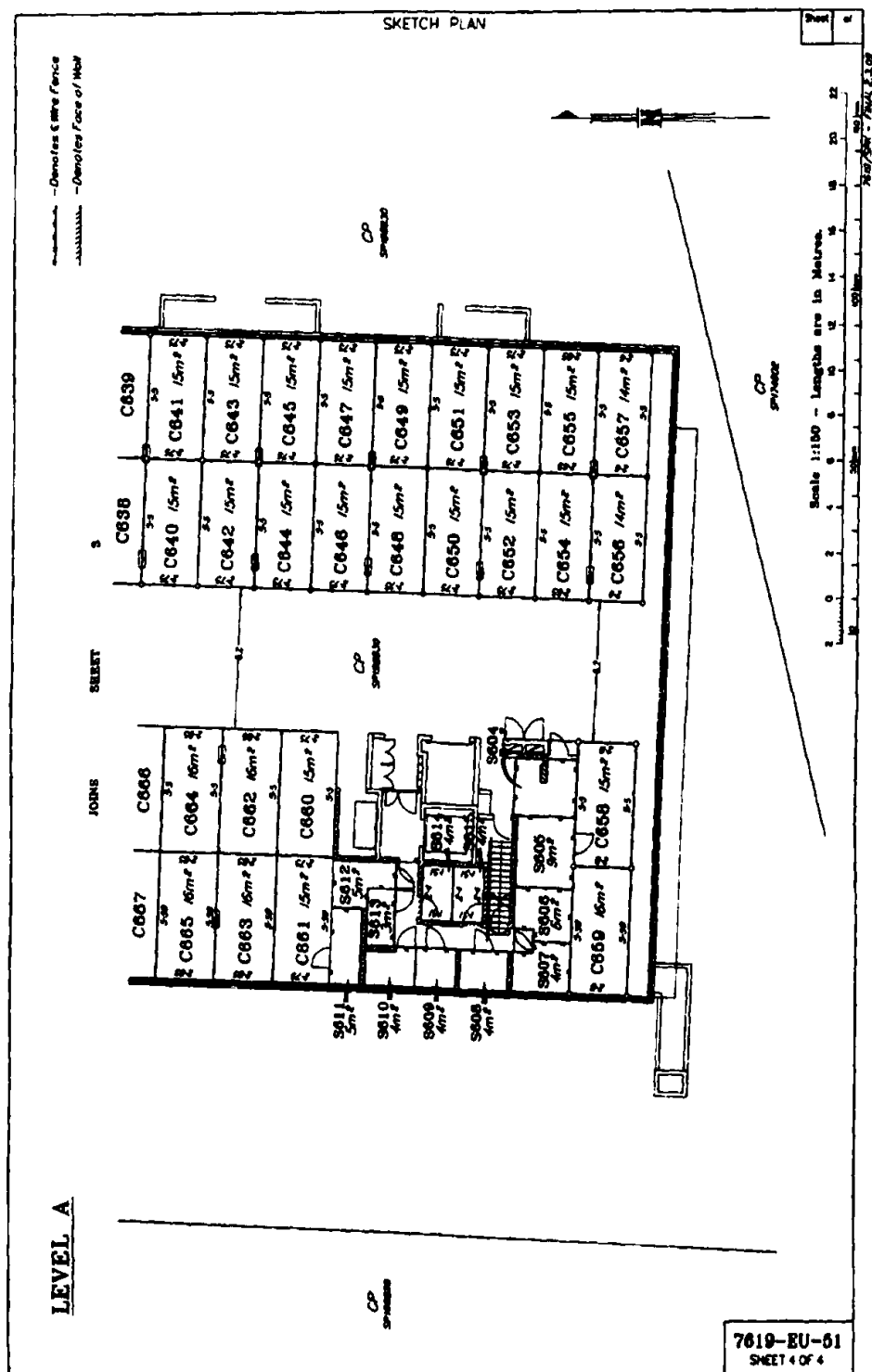












29 October 2020

Brisbane Titles Registry Office
GPO Box 1401
BRISBANE QLD 4001

By Express Post

Dear Madam/Sir

**BODY CORPORATE FOR ALLISEE CTS 36881 – LODGEMENT
OF NEW COMMUNITY MANAGEMENT STATEMENT**

Our Ref: 201534

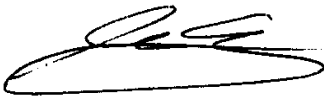
We refer to the requisition notice issued 27 October 2020 in respect of document number 720348012.

Please find **enclosed** for lodgement:

1. Form 14 and new Community Management Statement for registration; and
2. a signed credit card payment form for the shortfall fee of \$2.00.

Please contact our office should you have any queries.

Yours sincerely
Grace Lawyers Pty Ltd



Partner: Jason Carlson
Contact: Brogan Elliot, Senior Associate
Email: brogan.elliott@gracelawyers.com.au
Phone: (07) 3102 4120

Partners:

Colin Grace
Daniel Radman
Peter Ton
Jason Carlson

New South Wales
Level 5, 287 Elizabeth Street
Sydney NSW 2000
PO Box 20727
World Square NSW 2002
DX 11508 Sydney Downtown

PH 02 9284 2700
FX 02 9284 2799

Victoria
Level 23, HWT Tower, 40 City Road
Southbank VIC 3006

PH 03 9674 0474
FX 03 9674 0400

Queensland
Level 9, 179 North Quay
Brisbane QLD 4000
PO Box 12962
George Street QLD 4003

PH 07 3102 4120
FX 07 3102 4121

Australian Capital Territory
Level 9, Nishi Building
2 Phillip Law Street
Canberra ACT 2601

PH 02 6243 3652
FX 02 6243 4848

EM enquiries@gracelawyers.com.au
W www.gracelawyers.com.au
ABN 55 116 196 500

A pool safety certificate is required in Queensland when selling or leasing a property with a regulated pool.
This form is to be used for the purposes of sections 246AA and 246AK of the *Building Act 1975*.

1. Pool safety certificate number

Identification number: PSC0280333

2. Location of the swimming pool

Property details are usually shown on the title documents and rates notices

Street address:

323 BAYVIEW ST

HOLLYWELL QLD

Postcode

4

2

1

6

Lot and plan details:

9999/SP/174598

Local government area:

GOLD COAST CITY

3. Exemptions or alternative solutions for the swimming pool (if applicable)

If an exemption or alternative solution is applicable to the swimming pool please state this. This will help provide pool owners with a concise and practical explanation of the exemption or alternative solution. It will also help to ensure the ongoing use of the pool and any future modifications do not compromise compliance with the pool safety standard.

No disability exemption applies; No impracticality exemption applies

No alternative solution applies

4. Pool properties

Shared pool



Non-shared pool



Number of pools

4

5. Pool safety certificate validity

Effective date:

1

3

/

0

1

/

2

0

2

6

Expiry date:

1

3

/

0

1

/

2

0

2

7

6. Certification

I certify that I have inspected the swimming pool and I am reasonably satisfied that, under the *Building Act 1975*, the pool is a complying pool.

Name:

Robert Gray Carswell

Pool safety inspector
licence number:

PS15142954

Signature:

Other important information that could help save a young child's life

It is the pool owner's responsibility to ensure that the pool (including the barriers for the pool) is properly maintained at all times to comply with the pool safety standard under the *Building Act 1975*. High penalties apply for non-compliance. Parents should also consider beginning swimming lessons for their young children from an early age. Please visit

<https://www.qbcc.qld.gov.au/your-property/swimming-pools/pool-safety-standard> for further information about swimming pool safety. This pool safety certificate does not certify that a building development approval has been given for the pool or the barriers for the pool. You can contact your local government to ensure this approval is in place.

Privacy statement

The Queensland Building and Construction Commission is collecting personal information as required under the *Building Act 1975*. This information may be stored by the QBCC, and will be used for administration, compliance, statistical research and evaluation of pool safety laws. Your personal information will be disclosed to other government agencies, local government authorities and third parties for purposes relating to administering and monitoring compliance with the Building Act 1975. Personal information will otherwise only be disclosed to third parties with your consent or unless authorised or required by law.

RTI: The information collected on this form will be retained as required by the *Public Records Act 2002* and other relevant Acts and regulations, and is subject to the Right to Information regime established by the *Right to Information Act 2009*.

This is a public document and the information in this form will be made available to the public.

Body Corporate for ALLISEE CTS 36881

323 Bayview Street Hollywell Queensland 4216

ABN/ACN 34628764875

DEBTOR STATEMENT - LOT: 7101

OWNER: Binrip Pty Ltd As Trustee for The GR Trust

For the period 1 May 2026 to 30 Apr 2027 - sorted by Due Date

Levy Account

Due Date	Issue Date	Payment Date	Payment Method	Description	Period (if applicable)	Admin Fund	Sink Fund	BALANCE
01-05-26	18-03-26			Special 01 May 2026 to 31 July 2026 - Pool Rectification			-284.89	-284.89
01-05-26	18-03-26			Special 01 May 2026 to 31 July 2026 - Foyer Entrance Rectification			-82.18	-367.07
01-05-26	18-03-26			Special 01 May 2026 to 31 July 2026 - Fascia Rectification			-399.94	-767.01
01-05-26	18-03-26			Special 01 May 2026 to 31 July 2026 - Access & Security Systems			-267.09	-1,034.10
01-05-26	18-03-26			Special 01 May 2026 to 31 July 2026 - Legal Costs		-273.93		-1,308.03
01-05-26	18-03-26			Levies - normal (interim)	01-05-26 to 31-07-26		-739.62	-2,047.65
01-05-26	18-03-26			Levies - normal (interim)	01-05-26 to 31-07-26	-306.69		-2,354.34
01-05-26	18-03-26			Levies - normal (interim)	01-05-26 to 31-07-26	-2,056.37		-4,410.71
		01-05-26	TRANSFER	Payment 4410.71		2,636.99	1,773.72	0.00
01-08-26	19-06-26			Special 01 August 2026 to 31 October 2026 - Pool Rectification			-284.89	-284.89
01-08-26	19-06-26			Special 01 August 2026 to 31 October 2026 - Foyer Entrance Rectification			-82.18	-367.07
01-08-26	19-06-26			Special 01 August 2026 to 31 October 2026 - Fascia Rectification			-399.94	-767.01
01-08-26	19-06-26			Special 01 August 2026 to 31 October 2026 - Access & Security Systems			-267.09	-1,034.10
01-08-26	19-06-26			Special 01 August 2026 to 31 October 2026 - Legal Costs		-273.93		-1,308.03
01-08-26	19-06-26			Levies - normal (interim)	01-08-26 to 31-10-26		-739.62	-2,047.65
01-08-26	19-06-26			Levies - normal (interim)	01-08-26 to 31-10-26	-306.69		-2,354.34
01-08-26	19-06-26			Levies - normal (interim)	01-08-26 to 31-10-26	-2,056.37		-4,410.71
Balance as at 22 Jul 2026						-2,636.99	-1,773.72	-4,410.71
* Invoice is a debt to the Lot						TOTAL ADMIN	TOTAL SINK	TOTAL BALANCE
^ Invoice is a debt to the Sundry Debtor								
						\$ -2,636.99	-1,773.72	-4,410.71

CTS 36881

ABN: 34628764875
323 Bayview Street
Hollywell Queensland 4216

Accounts: 1300889227
Body Corporate Services (QLD) Pty Ltd

STATEMENT OF CONTRIBUTIONS

For the period 19 Jun 2026 to 1 Aug 2026

Binrip Pty Ltd As Trustee for The GR Trust
17 Renehan Place
Augustine Heights Queensland 4300

Issue Date: 22/07/26

Statement Activity for Body Corporate for ALLISEE CTS 36881 - ABN/ACN: 34628764875

Lot: 7101 Unit: U7101

Address: 323 Bayview Street, Hollywell, Queensland 4216

Date	Description	Period (if applicable)	Admin	Sink	Balance
01/08/26	Special 01 August 2026 to 31 October 2026 - Pool Rectification		0.00	284.89	284.89
01/08/26	Special 01 August 2026 to 31 October 2026 - Foyer Entrance Rectification		0.00	82.18	367.07
01/08/26	Special 01 August 2026 to 31 October 2026 - Fascia Rectification		0.00	399.94	767.01
01/08/26	Special 01 August 2026 to 31 October 2026 - Access & Security Systems		0.00	267.09	1,034.10
01/08/26	Special 01 August 2026 to 31 October 2026 - Legal Costs		273.93	0.00	1,308.03
01/08/26	Levies - normal (interim)	01-08-26 to 31-10-26	0.00	739.62	2,047.65
01/08/26	Levies - normal (interim)	01-08-26 to 31-10-26	306.69	0.00	2,354.34
01/08/26	Levies - normal (interim)	01-08-26 to 31-10-26	2,056.37	0.00	4,410.71

Total Amount as at 1st August 2026

\$ 4,410.71DR

If mailing your payment please tear off this slip and return with payment. DO NOT include correspondence with your payment.

Please make cheques payable to: Body Corporate for CTS 36881



DEFT
PAYMENT SYSTEMS

DEFT Reference Number:
2179 9511 7349 5120 0321

How to Pay

- Bpay:** Call your bank, credit union or building society to make this payment from your cheque or savings account.
- Internet:** Visit www.deft.com.au and use the DEFT reference number supplied on this page.
- In person:** Present this page to make your payment at any post office.

ALLISEE

Lot: 7101 Unit: U7101

ALLISEE

Total Amount: \$ 4,410.71DR
as at 1st August 2026



Bill Code: 96503

Reference: 2179 9511 7349 5120 0321



*496 217995117 34951200321

Payments by credit or debit card may attract a surcharge.
Registration is required for payments from bank accounts.
Registration forms available from www.deft.com.au.

+217995117 34951200321<

000441071<4+

Body corporate certificate

This form is effective from 1 August 2025

For the sale of a lot included in a community titles scheme under the *Body Corporate and Community Management Act 1997* (other than a lot to which the Body Corporate and Community Management (Specified Two-lot Schemes Module) Regulation 2011 applies).

WARNING - Do not sign a contract to buy a property in a community titles scheme until you have read and understood the information in this certificate. Obtain independent legal advice if needed.

You may rely on this certificate against the body corporate as conclusive evidence of matters stated in the certificate, except any parts where the certificate contains an error that is reasonably apparent.

This certificate contains important information about the lot and community titles scheme named in the certificate, including:

- becoming an owner and contacting the body corporate ...Page 2
- details of the property and community titles scheme ...Page 3
- by-laws and exclusive use areas ...Page 4
- lot entitlements and financial information ...Page 5
- owner contributions and amounts owing ...Page 6
- common property and assets ...Page 8
- insurance ...Page 9
- contracts and authorisations ...Page 10

This certificate does not include information about:

- physical defects in the common property or buildings in the scheme;
- body corporate expenses and liabilities for which the body corporate has not fixed contributions;
- current, past or planned body corporate disputes or court actions;
- orders made against the body corporate by an adjudicator, a tribunal or a court;
- matters raised at recent committee meetings or body corporate meetings; or
- the lawful use of lots, including whether a lot can be used for short-term letting.

Search applicable planning laws, instruments and documents to find out what your lot can be used for. If you are considering short-term letting your lot, contact your solicitor, the relevant local government or other planning authority to find out about any approvals you will need or if there are any restrictions on short-term letting. It is possible that lots in the community titles scheme are being used now or could in future be used lawfully or unlawfully for short-term or transient accommodation.

The community management statement

Each community titles scheme has a community management statement (CMS) recorded with Titles Queensland, which contains important information about the rights and obligations of the owners of lots in the scheme. The seller must provide you with a copy of the CMS for the scheme before you sign a contract.

The Office of the Commissioner for Body Corporate and Community Management

The Office of the Commissioner for Body Corporate and Community Management provides an information and education service and a dispute resolution service for those who live, invest or work in community titles schemes. Visit www.qld.gov.au/bodycorporate.

You can ask for a search of adjudicators orders to find out if there are any past or current dispute applications lodged for the community titles scheme for the lot you are considering buying www.qld.gov.au/searchofadjudicatorsorders.

The information in this certificate is issued on 22/07/2026.

Becoming an owner

When you become an owner of a lot in a community title scheme, you:

- automatically become a member of the body corporate and have the right to participate in decisions about the scheme;
- must pay contributions towards the body corporate's expenses in managing the scheme; and
- must comply with the body corporate by-laws.

You must tell the body corporate that you have become the owner of a lot in the scheme within 1 month of settlement. You can do this by using the [BCCM Form 8 – Information for body corporate roll](#). Fines may apply if you do not comply.

How to get more information

You can inspect the body corporate records which will provide important information about matters not included in this certificate. To inspect the body corporate records, you can contact the person responsible for keeping body corporate records (see below), or you can engage the services of a search agent. Fees will apply.

Planning and development documents can be obtained from the relevant local government or other planning authority. Some relevant documents, such as the development approval, may be available from the body corporate, depending on when and how the body corporate was established.

Contacting the body corporate

The body corporate is an entity made up of each person who owns a lot within a community titles scheme.

Name and number of the community titles scheme

ALLISEE 36881

Body corporate manager

Bodies corporate often engage a body corporate manager to handle administrative functions.

Is there a body corporate manager for the scheme?

☒ Yes. The body corporate manager is:

Name: Luke Norman

Company: Body Corporate Services (QLD)
Pty Ltd

Phone: 1300889227

Email: bcs_goldcoast@bcssm.com.au

☐ No

Accessing records

Who is responsible for keeping the body corporate's records?

☒ The body corporate manager named above.

☐ The following person:

Name:

Role:

Phone:

Email:

Property and community titles scheme details

Lot and plan details

Lot number: 7101

Plan type and number: SP 174599 SP 174600 SP 174601 SP 174602 SP 198829

Plan of subdivision: ☐ Standard Format ☒ Building Format ☐ Volumetric Format

The plan of subdivision applying to a lot determines maintenance and insurance responsibilities.

Regulation module

There are 5 regulation modules for community titles schemes in Queensland. The regulation module that applies to the scheme determines matters such as the length of service contracts and how decisions are made.

More information is available from www.qld.gov.au/buyingbodycorporate.

The regulation module that applies to this scheme is the:

☒ Accommodation ☐ Commercial ☐ Small Schemes ☐ Standard

NOTE: If the regulation module that applies to the scheme is the Specified Two-lot Schemes Module, then BCCM Form 34 should be used.

Layered arrangements of community titles schemes

A layered arrangement is a grouping of community titles schemes, made up of a principal scheme and one or more subsidiary schemes. Find more information at www.qld.gov.au/buyingbodycorporate.

Is the scheme part of a layered arrangement of community titles schemes?

☒ Yes

☐ No

If yes, you should investigate the layered arrangement to obtain further details about your rights and obligations. The name and number of each community titles scheme part of the layered arrangement should be listed in the community management statement for the scheme given to you by the seller.

Building management statement

A building management statement is a document, which can be put in place in certain buildings, that sets out how property and shared facilities are accessed, maintained and paid for by lots in the building. It is an agreement between lot owners in the building that usually provides for supply of utility services, access, support and shelter, and insurance arrangements. A lot can be constituted by a community titles scheme's land.

Does a building management statement apply to the community titles scheme?

☐ Yes

☒ No

If yes, you can obtain a copy of the statement from Titles Queensland: www.titlesqld.com.au. You should seek legal advice about the rights and obligations under the building management statement before signing the contract – for example, this can include costs the body corporate must pay in relation to shared areas and services.

By-laws and exclusive use areas

The body corporate may make by-laws (rules) about the use of common property and lots included in the community titles scheme. You must comply with the by-laws for the scheme. By-laws can regulate a wide range of matters, including noise, the appearance of lots, carrying out work on lots (including renovations), parking, requirements for body corporate approval to keep pets, and whether smoking is permitted on outdoor areas of lots and the common property. However, by-laws cannot regulate the type of residential use of lots that may lawfully be used for residential purposes. You should read the by-laws before signing a contract.

What by-laws apply?

The by-laws that apply to the scheme are specified in the community management statement for the scheme provided to you by the seller.

The community management statement will usually list the by-laws for the scheme. If the statement does not list any by-laws, Schedule 4 of the *Body Corporate and Community Management Act 1997* will apply to the scheme.

In some older schemes, the community management statement may state that the by-laws as at 13 July 2000 apply. In these cases, a document listing the by-laws in consolidated form must be given with this certificate.

General by-laws

- ☒ The community management statement includes the complete set of by-laws that apply to the scheme.
- ☐ The community management statement specifies the by-laws in Schedule 4 of the *Body Corporate and Community Management Act 1997* apply to the scheme.
- ☐ A consolidated set of the by-laws for the scheme is given with this certificate.

Exclusive use areas

Individual lots may be granted exclusive use of common property or a body corporate asset, for example, a courtyard, car park or storage area. The owner of a lot to whom exclusive use rights are given will usually be required to maintain the exclusive use area unless the exclusive use by-law or other allocation of common property provides otherwise.

Are there any exclusive use by-laws or other allocations of common property in effect for the community titles scheme?

- ☒ Yes
- ☐ No

If yes, the exclusive use by-laws or other allocations of common property for the schemes are:
(select all that apply)

- ☒ listed in the community management statement.
- ☐ given with this certificate.

Lot entitlements and financial information

Lot entitlements

Lot entitlements are used to determine the proportion of body corporate expenses each lot owner is responsible for. The community management statement contains two schedules of lot entitlements – a contribution schedule of lot entitlements and an interest schedule of lot entitlements, outlining the entitlements for each lot in the scheme. The contribution schedule lot entitlement for a lot (as a proportion of the total for all lots) is used to calculate the lot owner's contribution to most body corporate expenses, and the interest schedule lot entitlement for a lot (as a proportion of the total for all lots) is used to calculate the lot owner's contribution to insurance expenses in some cases. Lots may have different lot entitlements and therefore may pay different contributions to the body corporate's expenses.

You should consider the lot entitlements for the lot compared to the lot entitlements for other lots in the scheme before you sign a contract of sale.

Contribution schedule

Contribution schedule lot entitlement for the lot: 18

Total contribution schedule lot entitlements for all lots: 3614

Interest schedule

Interest schedule lot entitlement for the lot: 21

Total interest schedule lot entitlements for all lots: 3766

Statement of accounts

- ☒ The most recent statement of accounts prepared by the body corporate for the notice of the annual general meeting for the scheme is given with this certificate.

Owner contributions (levies)

The contributions (levies) paid by each lot owner towards body corporate expenses is determined by the budgets approved at the annual general meeting of the body corporate.

You need to pay contributions to the body corporate's **administrative fund** for recurrent spending and the **sinking fund** for capital and non-recurrent spending.

If the Commercial Module applies to the community titles scheme, there may also be a **promotion fund** that owners of lots have agreed to make payments to.

WARNING: You may have to pay a special contribution if a liability arises for which no or inadequate provision has been made in the body corporate budgets.

The contributions payable by the owner of the lot that this certificate relates to are listed over the page.

Body corporate debts

If any contributions or other body corporate debt (including penalties or reasonably incurred recovery costs) owing in relation to the lot are not paid before you become the owner of the property, YOU WILL BE LIABLE TO PAY THEM TO THE BODY CORPORATE. Before signing the contract, you should make sure that the contract addresses this or provides for an appropriate adjustment at settlement.

Owner contributions and amounts owing

Administrative fund contributions

Total amount of contributions (before any discount) for lot 7101 for the current financial year: \$5,183.10

Number of instalments: 4 (outlined below)

Approved contributions as below: Further instalments to be approved at future General Meeting.

Monthly penalty for overdue contributions (if applicable): 2.50%

Discount for on-time payments (if applicable): 10.00%

Due date	Amount due	Amount due if discount applied	Paid
01/05/2026	\$2,284.86	\$2,056.37	☒ Yes ☐ No
01/05/2026	\$306.69	\$306.69	☒ Yes ☐ No
01/05/2026	\$0.00	\$0.00	☐ Yes ☒ No
01/08/2026	\$2,284.86	\$2,056.37	☐ Yes ☒ No
01/08/2026	\$306.69	\$306.69	☐ Yes ☒ No
01/08/2026	\$0.00	\$0.00	☐ Yes ☒ No

Sinking fund contributions

Total amount of contributions (before any discount) for lot 7101 for the current financial year: \$1,643.60

Number of instalments: 4 (outlined below)

Approved contributions as below: Further instalments to be approved at future General Meeting.

Monthly penalty for overdue contributions (if applicable): 2.50%

Discount for on-time payments (if applicable): 10.00%

Due date	Amount due	Amount due if discount applied	Paid
01/05/2026	\$821.80	\$739.62	☒ Yes ☐ No
01/05/2026	\$0.00	\$0.00	☐ Yes ☒ No
01/08/2026	\$821.80	\$739.62	☐ Yes ☒ No
01/08/2026	\$0.00	\$0.00	☐ Yes ☒ No

Special contributions (IF ANY)

Date determined: 18/11/2025 (Access the body corporate records for more information).

Total amount of contributions (before any discount) for lot 7101: \$3,924.09

Number of instalments: 15 (outlined below)

Monthly penalty for overdue contributions (if applicable): 2.50%

Discount for on-time payments (if applicable): 10.00%

Due date	Amount due	Amount due if discount applied	Paid
01/05/2026	\$273.93	\$273.93	☒ Yes ☐ No
01/05/2026	\$267.09	\$267.09	☒ Yes ☐ No
01/05/2026	\$399.94	\$399.94	☒ Yes ☐ No
01/05/2026	\$82.18	\$82.18	☒ Yes ☐ No

01/05/2026	\$284.89	\$284.89	☒ Yes ☐ No
01/08/2026	\$273.93	\$273.93	☐ Yes ☒ No
01/08/2026	\$267.09	\$267.09	☐ Yes ☒ No
01/08/2026	\$399.94	\$399.94	☐ Yes ☒ No
01/08/2026	\$82.18	\$82.18	☐ Yes ☒ No
01/08/2026	\$284.89	\$284.89	☐ Yes ☒ No
01/11/2026	\$82.18	\$82.18	☐ Yes ☒ No
01/11/2026	\$267.09	\$267.09	☐ Yes ☒ No
01/11/2026	\$273.93	\$273.93	☐ Yes ☒ No
01/11/2026	\$284.89	\$284.89	☐ Yes ☒ No
01/11/2026	\$399.94	\$399.94	☐ Yes ☒ No

Other amounts payable by the lot owner

For the current financial year there are:

- ☒ No other amounts payable for the lot.
- ☐ Amounts payable under exclusive use by-laws, totalling \$0.00
- ☐ Amounts payable under service agreements (that are not included in body corporate contributions for the lot), totalling \$0.00
- ☐ Other amounts payable, totalling \$0.00 (see explanation given with this certificate).

Summary of amounts due but not paid by the current owner

At the date of this certificate:

- ☒ All payments for the lot are up to date.
- ☐ The following amounts are due but not yet paid for the lot:
- ☐ Overdue contributions: \$0.00
- ☐ Penalties on overdue contributions: \$0.00
- ☐ Other amounts due but not paid: \$0.00

Total amounts due but not paid: \$0.00

Common property and assets

When you buy a lot in a community titles scheme, you also own a share in the common property and assets for the scheme. Common property can include driveways, lifts and stairwells, and shared facilities. Assets can include gym equipment and pool furniture.

The body corporate is usually responsible for maintaining common property in a good and structurally sound condition. An owner is usually responsible for maintaining common property or assets that their lot has been allocated exclusive use of, or for maintaining improvements to common property or utility infrastructure that is only for the benefit of their lot. The body corporate may have additional maintenance responsibilities, depending on the plan of subdivision the scheme is registered under. For more information, visit www.qld.gov.au/buyingbodycorporate.

Sinking fund forecast and balance - maintenance and replacement of common property / assets

The body corporate must have a sinking fund to pay for future capital expenses, such as repairs or replacement of common property and assets. The body corporate must raise enough money in its sinking fund budget each year to provide for spending for the current year and to reserve an amount to meet likely spending for 9 years after the current year. If there is not enough money in the sinking fund at the time maintenance is needed, lot owners will usually have to pay additional contributions.

Prior to signing a contract, you should consider whether the current sinking fund balance is appropriate to meet likely future capital expenditure.

Does the body corporate have a current sinking fund forecast that estimates future capital expenses and how much money needs to be accumulated in the sinking fund?

☒ Yes - you can obtain a copy from the body corporate records.

☐ No

Current sinking fund balance (as at date of certificate): **\$3,349,419.10**

Improvements to common property the lot owner is responsible for

A lot owner may make improvements to the common property for the benefit of their lot if authorised by the body corporate or under an exclusive use by-law. The owner of the lot is usually responsible for maintenance of these improvements, unless the body corporate authorises an alternative maintenance arrangement or it is specified in the relevant by-law.

☐ There are no authorised improvements to the common property that the owner of the lot is responsible for maintaining in good condition.

☒ Details of authorised improvements to the common property that the owner of the lot is responsible for maintaining in good condition are given with this certificate.

Body corporate assets

The body corporate must keep a register of all body corporate assets worth more than \$1,000.

☐ The body corporate does not have any assets that it is required to record in its register.

☒ A copy of the body corporate register of assets is given with this certificate.

Insurance

The body corporate must insure the common property and assets for full replacement value and public risk.

The body corporate must insure, for full replacement value, the following buildings where the lots in the scheme are created:

- under a building format plan of subdivision or volumetric format plan of subdivision - each building that contains an owner's lot (e.g. a unit or apartment); or
- under a standard format plan of subdivision - each building on a lot that has a common wall with a building on an adjoining lot.

Body corporate insurance policies

☒ Details of each current insurance policy held by the body corporate including, for each policy, the:

- type of policy;
- name of the insurer;
- sum insured;
- amount of premium; and
- excess payable on a claim

are given with this certificate.

Alternative insurance

Where the body corporate is unable to obtain the required building insurance, an adjudicator may order that the body corporate take out alternative insurance. Information about alternative insurance is available from www.qld.gov.au/buyingbodycorporate.

Does the body corporate currently hold alternative insurance approved under an alternative insurance order?

☐ Yes

☒ No

Lot owner and occupier insurance

The occupier is responsible for insuring the contents of the lot and any public liability risks which might occur within the lot.

The owner is responsible for insuring buildings that do not share a common wall if the scheme is registered under a standard format plan of subdivision, unless the body corporate has set up a voluntary insurance scheme and the owner has opted-in.

More information about insurance in community titles schemes is available from your solicitor or www.qld.gov.au/buyingbodycorporate.

Contracts and authorisations

Caretaking service contractors and letting agents – Accommodation Module, Commercial Module and Standard Module

A body corporate may engage service contractors to provide services to the body corporate to assist in the management of the scheme.

If the Standard Module, Accommodation Module, or Commercial Module apply to a community titles scheme, the body corporate may also authorise a person to conduct a letting agent business for the scheme, that is, to act as the agent of owners of lots in the scheme who choose to use the person's services for the letting of their lot.

A service contractor who is also authorised to be a letting agent for the scheme is called a caretaking service contractor. Together, an agreement to engage a person as a caretaking service contractor and authorise a person as a letting agent is typically referred to as 'management rights'.

The maximum term of a service contract or authorisation entered into by a body corporate is:

- 10 years if the Standard Module applies to the scheme; and
- 25 years if the Accommodation Module or Commercial Module applies to the scheme.

You may inspect the body corporate records to find information about any engagements or authorisations entered into by the body corporate, including the term of an engagement or authorisation and, for an engagement, duties required to be performed and remuneration payable by the body corporate.

Has the body corporate engaged a caretaking services contractor for the scheme?

- ☒ Yes - Wild Cheetah Pty Ltd
- ☐ No

Has the body corporate authorised a letting agent for the scheme?

- ☒ Yes - Wild Cheetah Pty Ltd
- ☐ No

Embedded network electricity supply

Is there an arrangement to supply electricity to occupiers in the community titles scheme through an embedded network?

- ☒ Yes
- ☐ No

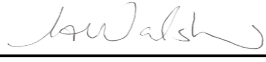
More information about embedded networks in community titles schemes is available from www.qld.gov.au/buyingbodycorporate.

Body corporate authority

This certificate is signed and given under the authority of the body corporate.

Name/s: Jill walshaw

Position/s held: Licensee in charge

Signature/s :  _____

Date: 22/07/2026

Copies of documents given with this certificate:

- ☐ by-laws for the scheme in consolidated form (if applicable)
- ☐ details of exclusive use by-laws or other allocations of common property (if applicable)
- ☒ the most recent statement of accounts
- ☐ details of amounts payable to the body corporate for another reason (if applicable)
- ☒ details of improvements the owner is responsible for (if applicable)
- ☒ the register of assets (if applicable)
- ☒ insurance policy details

ANNUAL FINANCIAL STATEMENTS

For the period 1 May 2025 to 30 April 2026

Prepared For

ALLISEE

CTS 36881

323 Bayview Street
Hollywell
Queensland 4216

Manager

Luke Norman
Body Corporate Services (QLD) Pty Ltd

Printed

22 July 2026

Balance Sheet

Administrative & Sinking Fund

Body Corporate for ALLISEE CTS 36881

As at 30th April 2026

323 Bayview Street Hollywell Queensland 4216

ABN/ACN 34628764875

Assets

2026

Cash		969,309.83
Investment Account	Note 9	2,960,272.15
Prepaid Expenses	Note 10	37,215.09
Levies in Arrears	Note 12	6,175.01
GST Asset		50,094.81
Total Assets		\$ 4,023,066.89

Liabilities

Levies in Advance	Note 14	702,384.54
Holding Account	Note 15	18,036.00
Accounts Payable Liability	Note 16	54,524.89
Unallocated Monies Received	Note 13	501.79
Accrued Expenses	Note 17	19,067.00
GST balance to disburse		28,350.55
Total Liabilities		\$ 822,864.77
Net Assets		\$ 3,200,202.12

Equity

Administrative Fund	1,116.13
Sinking Fund	3,199,085.99
Total Equity	\$ 3,200,202.12

Income and Expenditure Statement

Administrative Fund

Body Corporate for ALLISEE CTS 36881

1 May 2025 to 30 April 2026

323 Bayview Street Hollywell Queensland 4216

ABN/ACN 34628764875

Income

Discount Levies - normal	(156,149.70)
Levy Fees - normal	1,889,092.17
Levy Fees - special	49,999.97
Mutual Revenue - penalty interest	3,331.16
Mutual Revenue - reimbursement	2,178.27
Non-Mutual Revenue - bank interest	3,075.07
Sundry Revenue - discharge insurance claim	135,354.74
Taxes, Fees & Charges - GST rounding	(0.35)

Total Administrative Fund Income	1,926,881.33
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Expenditure

Accountant - audit fees	3,172.00
Body Corporate Manager - Investment Management	102.73
Body Corporate Manager - Taxation Management	2,762.72
Body Corporate Manager - accounting fees	3,636.00
Body Corporate Manager - additional services	30,026.89
Body Corporate Manager - disbursements	18,408.93
Body Corporate Manager - management fees	27,917.95
Caretaking Services	198,780.92
Cleaning Service	123,419.70
Cleaning Service - windows	68,870.00
Cleaning Supplies	406.02
Electrical Repairs	5,622.00
Electricity	164,704.58
Employment Costs	16,768.92
Employment Costs - PAYG withholding	38,187.00
Employment Costs - wages, salaries	108,885.34
Fire Protection Services	44,186.83
Garden/Lawn Maintenance	268,109.98
Gas	634.14
General Repairs	2,213.71
Gymnasium	1,932.20
Insurance Claim - paid	54,148.32
Insurance Premiums	77,089.29
Insurance Premiums - building	188,330.89
Legal Services	91,547.55
Lift Maintenance	131,970.52
Marinas & Jetties	10,175.00
Marinas & Jetties - rates	8,452.00
Motor Vehicle	3,547.57
Pest Control Services	11,727.27
Plumbing	9,457.26
Pools, Spas & Saunas	63,693.58
Prior Period Adjustment	29,880.00
Pumps, Generators & Motors	7,974.30
Security Services	12,010.32
Taxes, Fees & Charges - GST rounding	0.05
Taxes, Fees & Charges - PAYG instalments	42,563.00

Income and Expenditure Statement (continued)

Administrative Fund

Body Corporate for ALLISEE CTS 36881

1 May 2025 to 30 April 2026

323 Bayview Street Hollywell Queensland 4216

ABN/ACN 34628764875

Expenditure	
Taxes, Fees & Charges - income tax	22,436.70
Telephone & Internet Services	1,334.41
Tools & Equipment	3,264.58
WH & S	2,508.18
Waste Management Services	11,900.17
Total Administrative Fund Expenditure	1,912,759.52
Surplus / Deficit for period	14,121.81
Summary	
Opening Balance as at 1 May 2025	(13,005.68)
Total Revenue during period	1,926,881.33
Total Expenditure during period	(1,912,759.52)
Administrative Fund balance as at 30 April 2026	\$ 1,116.13

Income and Expenditure Statement

Sinking Fund

Body Corporate for ALLISEE CTS 36881

1 May 2025 to 30 April 2026

323 Bayview Street Hollywell Queensland 4216

ABN/ACN 34628764875

Income

Discount Levies - normal	(56,074.96)
Investment Transactions - interest received	100,164.62
Levy Fees - normal	600,000.57
Levy Fees - special	188,749.16
Mutual Revenue - penalty interest	1,311.26

Total Sinking Fund Income	834,150.65
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Expenditure

Air Conditioning Systems	2,908.66
Automatic Gate Systems	6,536.36
Balustrades	71,745.98
Doors and Windows	4,630.91
Electrical Repairs	956.00
Employment Costs - wages, salaries	35,388.77
Fans & Ventilation Systems	8,563.75
Fences & Gates	552.28
Fire Protection Equipment - emergency/exit lighting	855.00
Fire Protection Services	825.00
Fire Protection Services - fire door maintenance	7,845.00
Floor Coverings - carpet	1,445.45
Furniture & Fittings	21,342.16
Garden/Lawn Maintenance - trees/landscaping	18,115.17
General Repairs	111,855.90
Gymnasium	6,282.49
Intercom & Security System	14,679.08
Irrigation & Drainage Systems	5,662.55
Lifts	690.00
Lighting	49,356.12
Lock & Key Systems	151,850.86
Painting	16,933.18
Plumbing	43,959.97
Pools, Spas & Saunas	176,895.00
Pools, Spas & Saunas - filters, pumps, motors	726.36
Pumps, Generators & Motors	34,726.24
Recreation Facilities	1,095.48
Roof	18,122.00
Signs	458.16
Television Systems - antenna replacement	5,960.00
Tennis Courts	1,350.00
Tools & Equipment	27,702.82
Water Penetration/Waterproofing	23,800.00

Total Sinking Fund Expenditure	873,816.70
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Surplus / Deficit for period	(39,666.05)
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Income and Expenditure Statement (continued)

Sinking Fund

Body Corporate for ALLISEE CTS 36881

1 May 2025 to 30 April 2026

323 Bayview Street Hollywell Queensland 4216

ABN/ACN 34628764875

Summary

Opening Balance as at 1 May 2025	3,238,752.04
Total Revenue during period	834,150.65
Total Expenditure during period	(873,816.70)
Sinking Fund balance as at 30 April 2026	\$ 3,199,085.99

Notes To Financial Statements

Body Corporate for ALLISEE CTS 36881

323 Bayview Street Hollywell Queensland 4216

ABN/ACN 34628764875

Note 1 Summary of Accounting Policies

This special purpose financial report has been prepared for distribution to owners to fulfill the body corporate's financial reporting requirements under the Body Corporate and Community Management Act 1997. The accounting policies used in the preparation of this report, as described below, are in the opinion of the body corporate manager appropriate to meet the needs of owners.

- (a) The financial report has been prepared on the Accrual basis of accounting including the historical cost convention and the going concern assumption.
- (b) The requirements of Accounting Standards and other professional reporting requirements in Australia do not have mandatory applicability to the body corporate because it is not a "reporting entity" as defined in those Standards.

Note 2 Levies in Arrears, in Advance, not Due and payments unidentified

Any items shown as "Levies in Arrears" and "Levies in Advance" in the Balance Sheet represent the position of all levies in arrears or advance, as the case may be, as at the balance date. Any items shown as "Levies not Due" in the Balance Sheet represent levies which have a due date after the balance date. Any items shown as "Levy payments unidentified" in the Balance Sheet represent levy payments that have been received, however could not be identified and therefore allocated to a unit correctly, these funds are held as a liability until they can be correctly allocated. Any other charges against unit owners in arrears or payments in advance appear as liabilities and assets, as the case may be, elsewhere in the Balance Sheet.

Note 3 Unallocated Monies Received

Any items shown as "Unallocated Monies Received" in the Balance Sheet represents amounts received for levies and/or items not yet billed and are recognised as revenue on the day the levy and/or invoice is billed.

Note 4 Income Tax

Assessable income such as interest, dividends and other investment income derived by the Body Corporate, is taxable at the current company tax rate of 30%. Assessable income received by the Body Corporate in respect of common property, other than as stated above, is taxable in the hands of individual owners as determined by Tax Ruling 2015/3.

Note 5 Depreciation

Common property, including assets fixed to it, is not beneficially owned by the body corporate and is therefore not depreciable. Non-fixed assets that are purchased by the body corporate are beneficially owned by it, but the purchase cost is expensed upon acquisition and not depreciated.

Note 6 Unearned Revenue

Any items shown as "Unearned Revenue" in the Balance Sheet represents money received for a service or product that has yet to be fulfilled. For example, pre-payment on a lease agreement. The revenue is a liability until it has been 'earned' by the owners corporation.

Note 7 GST Rounding

Any items shown as "GST Rounding" in the Income and Expenditure Statement represents the rounded amount not included in any amounts paid to the ATO when calculating GST transactions. This amount is net of GST.

Note 8 GST balance to collect

Any items shown as "GST balance to collect" in the Balance Sheet represents the GST portion of any invoices that are due and accrue in the next financial year. EG. Interim levies issued in this reporting period that are for a levy period in the next financial year. The invoice (net of GST) is not an asset as the accrual period has not started. However the GST portion is considered both an asset and a liability as at the invoice date. The asset is reported as "GST balance to collect".

Note 9 Investment Account

Detail	Amount
NAB 084831 318455363 5.35% TD M15/05/2027	1020221.40
NAB 084917 443934240 5.31% TD M04/04/2027	1392204.06
MBL 184466 257336503 3.70% TD M28/07/2026	547846.69
	\$ 2,960,272.15

Note 10 Prepaid Expenses

These notes (other than notes added by the body corporate manager) are the subject of copyright and are generated by the software program "Strataware", developed by Mystrata Pty Ltd (www.mystrata.com). These notes explain how the accounts were prepared, what specific policies/rulings apply and further clarify the figures in the financial statement. The form of accounts produced by Strataware has been settled by a prominent national firm of Chartered Accountants and certified as being compliant with the requirements of the Body Corporate and Community Management Act 1997 by a leading strata and community titles lawyer. The accuracy of data used to generate the accounts is the responsibility of the software user.

Notes To Financial Statements

Body Corporate for ALLISEE CTS 36881

323 Bayview Street Hollywell Queensland 4216

ABN/ACN 34628764875

Detail	Amount
Aviso Tas Insurance Brokers Buildings and Common 18/05/2025 - 18/05/2026	14292.67
QLD FIRE & EMERGENCY SERVICES ALARM MANAGEMENT CHARGE 01/07/2025 - 30/06/2026	525.34
OFFICE OF INDUSTRIAL RELATIONS Registration fees outstanding 17/12/2025	3739.42
Schindler Lifts Australia Pty Ltd (All States) Lift service 01/04/2026 - 30/06/2026	8407.58
Otis Elevator Company Pty Ltd (All States) Lift Maintenance 01/04/2026 - 30/06/2026	7363.66
Schindler Lifts Australia Pty Ltd (All States) Lift service 01/04/2026 - 30/06/2026	541.96
Continuous Service Pty Ltd t/a CNM Fire Services Fire Protection Services 01/04/2026 - 30/06/2026	2344.46
	\$ 37,215.09

Note 11 Accounts Receivable

Detail	Amount
General Journal: Opening balance adjustment	5308.01
General Journal: Opening balance adjustment	-5308.01

Note 12 Levies in Arrears - also see note 2

Detail	Amount
Lot: 4103 Unit: U4103	5201.51
Lot: 4504 Unit: 4504	973.50
General Journal: Opening balance adjustment	-47556.82
General Journal: Opening balance adjustment	47556.82
	\$ 6,175.01

Note 13 Unallocated Monies Received - also see note 3

Detail	Amount
Lot: 1101 Unit: U1101	54.80
Lot: 7306 Unit: U7306	89.29
Lot: 2204 Unit: U2204	293.41
Lot: 3202 Unit: U3202	54.28
Lot: 6201 Unit: 6201	0.01
Lot: 6301 Unit: U6301	10.00
General Journal: Opening balance adjustment	-319836.73
General Journal: Opening balance adjustment	319836.73
	\$ 501.79

Note 14 Levies in Advance - also see note 2

Detail	Amount
Lot: 1101 Unit: U1101	4410.71
Lot: 1102 Unit: U1102	4396.11
Lot: 1103 Unit: U1103	4396.11
Lot: 1104 Unit: U1104	3060.45
Lot: 1201 Unit: U1201	4396.11
Lot: 1202 Unit: U1202	4307.15
Lot: 1203 Unit: U1203	4381.50
Lot: 4203 Unit: U4203	4065.90
Lot: 4205 Unit: U4205	4022.08
Lot: 4206 Unit: U4206	4381.50
Lot: 4301 Unit: U4301	4396.11
Lot: 4303 Unit: U4303	4080.50
Lot: 4305 Unit: U4305	4051.29
Lot: 4306 Unit: U4306	4381.50
Lot: 4401 Unit: U4401	4410.71
Lot: 4402 Unit: U4402	4065.90
Lot: 4403 Unit: U4403	4095.11
Lot: 4404 Unit: U4404	4095.11
Lot: 4405 Unit: U4405	4051.29
Lot: 4406 Unit: U4406	4396.11
Lot: 4501 Unit: U4501	4065.90
Lot: 4502 Unit: U4502	4095.11
Lot: 4503 Unit: U4503	4095.11
Lot: 6601 Unit: U6601	4293.88

Notes To Financial Statements

Body Corporate for ALLISEE CTS 36881

323 Bayview Street Hollywell Queensland 4216

ABN/ACN 34628764875

Detail	Amount
Lot: 7102 Unit: U7102	4653.33
Lot: 7103 Unit: U7103	4653.33
Lot: 7104 Unit: U7104	4638.72
Lot: 7105 Unit: U7105	4653.33
Lot: 7107 Unit: U7107	4682.53
Lot: 7201 Unit: U7201	4396.11
Lot: 7202 Unit: U7202	4396.11
Lot: 7203 Unit: U7203	4396.11
Lot: 7204 Unit: U7204	4396.11
Lot: 7206 Unit: U7206	4396.11
Lot: 7207 Unit: U7207	4425.32
Lot: 7208 Unit: U7208	4138.92
Lot: 7301 Unit: U7301	4410.71
Lot: 7302 Unit: U7302	4410.71
Lot: 7303 Unit: U7303	4182.73
Lot: 7304 Unit: U7304	4410.71
Lot: 7306 Unit: U7306	4410.71
Lot: 7307 Unit: U7307	4454.52
Lot: 7308 Unit: U7308	4153.52
Lot: 7401 Unit: U7401	4425.32
Lot: 7403 Unit: U7403	4197.34
Lot: 7404 Unit: U7404	4425.32
Lot: 7405 Unit: U7405	4425.32
Lot: 7406 Unit: U7406	4425.32
Lot: 7407 Unit: U7407	4469.13
Lot: 7501 Unit: U7501	5085.81
Lot: 7502 Unit: U7502	4211.94
Lot: 7503 Unit: U7503	4439.92
Lot: 7504 Unit: U7504	4439.92
Lot: 1302 Unit: U1302	5144.22
Lot: 1401 Unit: U1401	5430.63
Lot: 1403 Unit: U1403	4182.73
Lot: 1404 Unit: U1404	4425.32
Lot: 1501 Unit: U1501	5202.64
Lot: 1503 Unit: U1503	4483.73
Lot: 1601 Unit: U1601	4498.34
Lot: 2101 Unit: U2101	4609.51
Lot: 2102 Unit: U2102	4051.29
Lot: 2103 Unit: U2103	4293.88
Lot: 2104 Unit: U2104	4279.27
Lot: 2105 Unit: U2105	4638.72
Lot: 2106 Unit: U2106	4396.11
Lot: 2201 Unit: U2201	4366.90
Lot: 2202 Unit: U2202	4036.69
Lot: 2203 Unit: U2203	4051.29
Lot: 2204 Unit: U2204	4036.69
Lot: 2205 Unit: U2205	4396.11
Lot: 2206 Unit: U2206	4138.92
Lot: 2306 Unit: U2306	4153.52
Lot: 2402 Unit: U2402	4051.29
Lot: 2403 Unit: U2403	4065.90
Lot: 2404 Unit: U2404	4065.90
Lot: 2405 Unit: U2405	4425.32
Lot: 2406 Unit: U2406	4083.30
Lot: 2501 Unit: U2501	4396.11
Lot: 2502 Unit: U2502	4065.90
Lot: 2503 Unit: U2503	4080.50
Lot: 2505 Unit: U2505	4454.52
Lot: 2506 Unit: U2506	4989.23
Lot: 2601 Unit: U2601	4930.81
Lot: 2602 Unit: U2602	5246.45
Lot: 5503 Unit: 5503	4983.58

Notes To Financial Statements

Body Corporate for ALLISEE CTS 36881

323 Bayview Street Hollywell Queensland 4216

ABN/ACN 34628764875

Detail	Amount
Lot: 3101 Unit: U3101	4022.08
Lot: 3102 Unit: U3102	3750.27
Lot: 3103 Unit: U3103	4022.08
Lot: 3104 Unit: U3104	4022.08
Lot: 3105 Unit: U3105	3750.27
Lot: 3106 Unit: U3106	4022.08
Lot: 3201 Unit: U3201	4022.08
Lot: 3202 Unit: U3202	3779.48
Lot: 3206 Unit: U3206	4022.08
Lot: 3301 Unit: U3301*	3794.08
Lot: 3302 Unit: U3302	3779.48
Lot: 3303 Unit: U3303	3794.08
Lot: 3305 Unit: U3305	3779.48
Lot: 3306 Unit: U3306	3794.08
Lot: 3402 Unit: U3402	3727.99
Lot: 3403 Unit: U3403	3808.69
Lot: 3404 Unit: U3404	1500.00
Lot: 3405 Unit: U3405	3779.48
Lot: 3406 Unit: U3406	3808.69
Lot: 3501 Unit: U3501	3808.69
Lot: 3502 Unit: U3502	3808.69
Lot: 3503 Unit: U3503	3808.69
Lot: 3601 Unit: U3601	5085.81
Lot: 4101 Unit: U4101	4624.12
Lot: 4102 Unit: U4102	4051.29
Lot: 4104 Unit: U4104	4308.48
Lot: 4105 Unit: U4105	4051.29
Lot: 4106 Unit: U4106	4624.12
Lot: 4201 Unit: U4201	4381.50
Lot: 4505 Unit: U4505	5217.25
Lot: 4601 Unit: U4601	5202.64
Lot: 4602 Unit: U4602	5188.04
Lot: 5101 Unit: U5101	4337.69
Lot: 5102 Unit: U5102	4352.29
Lot: 5103 Unit: U5103	4352.29
Lot: 5104 Unit: U5104	4580.30
Lot: 5201 Unit: U5201	4323.09
Lot: 5202 Unit: U5202	4095.11
Lot: 5203 Unit: U5203	4095.11
Lot: 5204 Unit: U5204	4323.09
Lot: 5302 Unit: U5302	4109.71
Lot: 5304 Unit: U5304	4337.69
Lot: 5401 Unit: U5401*	4352.29
Lot: 5402 Unit: U5402	4109.71
Lot: 5403 Unit: U5403	4109.71
Lot: 5404 Unit: U5404	4366.90
Lot: 5501 Unit: U5501	4366.90
Lot: 5601 Unit: U5601	4366.90
Lot: 5602 Unit: U5602	4138.92
Lot: 5603 Unit: U5603	4755.56
Lot: 6 Unit: U6	35660.78
Lot: 6101 Unit: U6101	4366.90
Lot: 6102 Unit: U6102	4822.93
Lot: 6104 Unit: U6104	4337.69
Lot: 6201 Unit: U6201	4352.29
Lot: 6202 Unit: U6202	4352.29
Lot: 6203 Unit: U6203	4036.69
Lot: 6204 Unit: U6204	4095.11
Lot: 6301 Unit: U6301	4366.90
Lot: 6302 Unit: U6302	4366.90
Lot: 6303 Unit: U6303	4036.69
Lot: 6304 Unit: U6304	4109.71

Notes To Financial Statements

Body Corporate for ALLISEE CTS 36881

323 Bayview Street Hollywell Queensland 4216

ABN/ACN 34628764875

Detail	Amount
Lot: 6403 Unit: U6403	4051.29
Lot: 6404 Unit: U6404	4109.71
Lot: 6501 Unit: U6501	5056.60
Lot: 6502 Unit: U6502	4051.29
Lot: 6503 Unit: *U6503	4124.31
Lot: 7506 Unit: U7506	4469.13
Lot: 7601 Unit: U7601	5576.68
Lot: 7602 Unit: U7602	5576.68
	\$ 702,384.54

Note 15 Holding Account

Detail	Amount
Provision Employee Leave - Jason Bovill (TASK ID 7790998)	18036.00
	\$ 18,036.00

Note 16 Accounts Payable Liability

Detail	Amount
ATO (QLD, NSW & NT) ATO Transaction	19281.00
Australian Taxation Office - TAX ATO Payment Tax Return 2025	22436.70
J J Richards & Sons Pty Ltd CN 01013417 April 26	1307.20
Southern Cross Protection Pty Ltd Permanent Patrols 30/04/2026	1109.08
Stratify Legal Pty Ltd ACC 10547491 Professional Fees Attending 29/04/2026	2475.00
THE SPRING WATERMAN PTY LTD 15L SPRINGWATER (GSTFREE) 29/04/2026	24.00
The Trustee for James Family Trust T/A Rocksolid Render Systems Sundry Expenditure 30/01/2026	4669.50
TTF Gower Family Trust (JG Plastering Pty Ltd) replaced damaged ceiling 29/04/26	1474.00
TTF THE JANDY TRUST 24/2-3/3 5 days 09/03/2026	1413.50
Wild Cheetah Pty Ltd Technician visit to 29/04/2026	334.91
	\$ 54,524.89

Note 17 Accrued Expenses

Detail	Amount
Accrue BCS/Guardian Audit Fees 30/04/2026	6808.00
Accrue Locality Elec to 30/4/2026	12259.00
	\$ 19,067.00

Body Corporate for ALLISEE (CTS 36881)

323 Bayview Street Hollywell Queensland 4216
ABN/ACN 34628764875

LOT IMPROVEMENTS

Date	Unit	Type of Resolution	Description
05/02/2021	7101	Special Resolution	Flooring replacement
02/06/2021	7101	Special Resolution	External flyscreen/blind
02/12/2021	7101	Special Resolution	Pet Approval
05/12/2022	7101	Special Resolution	power Point installation to Carpark
20/11/2023	7101	Special Resolution	Pet approval - dog

Body Corporate for ALLISEE CTS 36881

323 Bayview Street Hollywell Queensland 4216

ABN/ACN 34628764875

REGISTER OF ASSETS

Date of Acquisition	Cost of Asset	Brief Description of Asset	Received From	Address	Disposal Date	Disposed To
	\$40.00	life fitness fit ball	CREDITOR UNKNOWN	. ☐ . ☐ No Post Co		
	\$90.00	life fitness stretching matsx2	CREDITOR UNKNOWN	. ☐ . ☐ No Post Co		
	\$700.00	long day bed	CREDITOR UNKNOWN	. ☐ . ☐ No Post Co		
	\$20.00	salad bowl	CREDITOR UNKNOWN	. ☐ . ☐ No Post Co		
	\$20.00	platters X 2	CREDITOR UNKNOWN	. ☐ . ☐ No Post Co		
	\$160.00	table cloths X 8	CREDITOR UNKNOWN	. ☐ . ☐ No Post Co		
	\$20.00	sugar bowls X 2	CREDITOR UNKNOWN	. ☐ . ☐ No Post Co		
	\$20.00	milk jugs X 2	CREDITOR UNKNOWN	. ☐ . ☐ No Post Co		
	\$10.00	tea pot	CREDITOR UNKNOWN	. ☐ . ☐ No Post Co		
	\$200.00	kambrook urn	CREDITOR UNKNOWN	. ☐ . ☐ No Post Co		
	\$300.00	sharo microwave	CREDITOR UNKNOWN	. ☐ . ☐ No Post Co		
	\$2,400.00	lg double door fridge	CREDITOR UNKNOWN	. ☐ . ☐ No Post Co		
	\$320.00	lg fridge Gr-o51ss	CREDITOR UNKNOWN	. ☐ . ☐ No Post Co		

Body Corporate for ALLISEE CTS 36881

323 Bayview Street Hollywell Queensland 4216

ABN/ACN 34628764875

REGISTER OF ASSETS

\$800.00	pool equip	CREDITOR UNKNOWN	. ☐ . ☐ No Post Co
\$270.00	vac cleaner Hako	CREDITOR UNKNOWN	. ☐ . ☐ No Post Co
\$20.00	hose	CREDITOR UNKNOWN	. ☐ . ☐ No Post Co
\$20.00	broom	CREDITOR UNKNOWN	. ☐ . ☐ No Post Co
\$200.00	vaccum cleaner	CREDITOR UNKNOWN	. ☐ . ☐ No Post Co
\$800.00	sun umbrellas w/ base X 2	CREDITOR UNKNOWN	. ☐ . ☐ No Post Co
\$2,000.00	glass cabinet library X 3	CREDITOR UNKNOWN	. ☐ . ☐ No Post Co
\$400.00	microwave	CREDITOR UNKNOWN	. ☐ . ☐ No Post Co
\$900.00	fisher & p fridge	CREDITOR UNKNOWN	. ☐ . ☐ No Post Co
\$1,000.00	side tables X 4	CREDITOR UNKNOWN	. ☐ . ☐ No Post Co
\$400.00	lockable cupboard	CREDITOR UNKNOWN	. ☐ . ☐ No Post Co
\$480.00	dinner & cutlery 24 setting	CREDITOR UNKNOWN	. ☐ . ☐ No Post Co
\$3,200.00	carpet mats X 8	CREDITOR UNKNOWN	. ☐ . ☐ No Post Co
\$12,206.00	sofa & 2 chair cushions X 2	CREDITOR UNKNOWN	. ☐ . ☐ No Post Co

Body Corporate for ALLISEE CTS 36881

323 Bayview Street Hollywell Queensland 4216

ABN/ACN 34628764875

REGISTER OF ASSETS

	\$2,000.00	mirror X 2	CREDITOR UNKNOWN	.	☐ .	☐ . No Post Co
	\$12,370.00	sofa & 2 chair cushions X 2	CREDITOR UNKNOWN	.	☐ .	☐ . No Post Co
	\$8,908.00	day lounge & 4 cushions X 2	CREDITOR UNKNOWN	.	☐ .	☐ . No Post Co
	\$17,816.00	day bed & 4 cushions X 4	CREDITOR UNKNOWN	.	☐ .	☐ . No Post Co
	\$1,000.00	side tables X 2	CREDITOR UNKNOWN	.	☐ .	☐ . No Post Co
	\$22,040.00	sofa & 2 chair cushions X 4	CREDITOR UNKNOWN	.	☐ .	☐ . No Post Co
	\$2,480.00	side tables X 4	CREDITOR UNKNOWN	.	☐ .	☐ . No Post Co
	\$2,000.00	mirror X 4	CREDITOR UNKNOWN	.	☐ .	☐ . No Post Co
	\$4,300.00	daybed & 2 cushions	CREDITOR UNKNOWN	.	☐ .	☐ . No Post Co
	\$1,620.00	side table	CREDITOR UNKNOWN	.	☐ .	☐ . No Post Co
	\$8,600.00	daybed & 2 cushions X 2	CREDITOR UNKNOWN	.	☐ .	☐ . No Post Co
	\$1,240.00	side table X 2	CREDITOR UNKNOWN	.	☐ .	☐ . No Post Co
	\$1,000.00	mirror X 2	CREDITOR UNKNOWN	.	☐ .	☐ . No Post Co
15/01/23	\$1,950.00	Ffittech Protech-R Recumbent (for the gym)	SOUTHSIDE FITNESS			
01/10/20	\$2,199.00	Exercise Bike	1. PICA Australia			

Body Corporate for ALLISEE CTS 36881

323 Bayview Street Hollywell Queensland 4216

ABN/ACN 34628764875

REGISTER OF ASSETS

01/01/20	\$3,495.00	Gym - Life Fitness 95ci classic upright cycle	Unknown Creditor
01/01/20	\$9,995.00	Gym - Life Fitness Club Series Treadmill	Unknown Creditor
01/01/20	\$6,995.00	Gym - Life Fitness Cross Trainer	Unknown Creditor
01/01/20	\$2,450.00	Concept 2 model E rower	Unknown Creditor
01/01/20	\$7,995.00	Life Fitness fit 3 multi station	Unknown Creditor
01/01/20	\$500.00	Wooden Cabinet	Unknown Creditor
01/01/20	\$660.00	48 piece dining set and 48 piece cutlery set	Unknown Creditor
01/01/20	\$500.00	Kambrook urn and Sharp microwave	Unknown Creditor
01/01/20	\$2,720.00	LG double door fridge and LG fridge (GR-O51SS)	Unknown Creditor
01/01/20	\$9,800.00	Fixed umbrellas x 2 and sun umbrellas with base x 2	Unknown Creditor
01/01/20	\$9,908.00	Mondo - day lounge with 4 cushions x 2 and side table x 2	Unknown Creditor
01/01/20	\$7,980.00	Stackable chairs x 48	Unknown Creditor
01/01/20	\$2,000.00	Wall mounted TV	Unknown Creditor
01/01/20	\$260.00	Filing cabinet	Unknown Creditor
01/01/20	\$495.00	Life Fitness 1-5 medicine ball set with rack	Unknown Creditor
01/01/20	\$200.00	Lifeguard check	Unknown Creditor
01/01/20	\$1,600.00	Air cons and controllers	Unknown Creditor
01/01/20	\$2,000.00	Panasonic wall TV	Unknown Creditor
01/01/20	\$2,000.00	Yamaha woofer	Unknown Creditor
01/01/20	\$300.00	Philips DVD player	Unknown Creditor
01/01/20	\$200.00	Hand weights set	Unknown Creditor
01/01/20	\$8,420.00	Sun lounges x 4	Unknown Creditor
01/01/20	\$916.00	Miha side tables x 2	Unknown Creditor
01/01/20	\$9,000.00	Fixed umbrellas x 2	Unknown Creditor
01/01/20	\$4,490.00	Four seater square dinining table x 2	Unknown Creditor
01/01/20	\$6,200.00	Sheraton dining chairs x 8	Unknown Creditor
01/01/20	\$1,160.00	Chair cushions x 8	Unknown Creditor
01/01/20	\$8,360.00	Folding tables x 8	Unknown Creditor
01/01/20	\$700.00	Sofa and three cushions	Unknown Creditor
01/01/20	\$250.00	Salad bowl, platters, table cloths, sugar bowls, milk jugs, tea pot	Unknown Creditor
01/01/20	\$1,310.00	Pool equipment, vac cleaner Hako and hose, broom and vacuum cleaner	Unknown Creditor
01/01/20	\$2,000.00	Glass cabinets library	Unknown Creditor
01/01/20	\$1,300.00	Microwave and Fisher & Paykel fridge	Unknown Creditor
01/01/20	\$1,635.00	Dining table and glass tops x 3	Unknown Creditor

Body Corporate for ALLISEE CTS 36881

323 Bayview Street Hollywell Queensland 4216
ABN/ACN 34628764875

REGISTER OF ASSETS

01/01/20	\$8,420.00	Chairs and cushions x 18	Unknown Creditor	
01/01/20	\$3,500.00	Sun lounges	Unknown Creditor	
01/01/20	\$1,400.00	Side tables x 4 and lockable cupboard	Unknown Creditor	
01/01/20	\$540.00	BBQ cleaning set x 2, dinner and cutlery 24 setting	Unknown Creditor	
01/01/20	\$18,406.00	Sonvea - carpet mats x 8, sofa and chair plus 2 cushions x 2, mirror x 2, side table x 2	Unknown Creditor	
01/01/20	\$13,370.00	Amari - sofa and chair set with 2 cushions x 2 and side table x 2	Unknown Creditor	
01/01/20	\$18,816.00	Pelirocco - day beds with 4 cushions x 4 and side tables x 2	Unknown Creditor	
01/01/20	\$26,520.00	Sahana - sofa with 2 cushions x 2, side table x 4 and mirror x 4	Unknown Creditor	
01/01/20	\$5,920.00	Bijou - day bed with 2 cushions and side table	Unknown Creditor	
01/01/20	\$10,840.00	Maricel - day bed with 2 cushions x 2, side table x 2 and mirror x 2	Unknown Creditor	
11/08/09	\$1,000.00	Karcher high pressure cleaner & accessories	Unknown Creditor	
25/06/07	\$4,299.00	Ride on mower	Unknown Creditor	
28/06/19	\$14,385.00	2014 Foton Tunland maintenance vehicle	Unknown Creditor	
19/07/19	\$18,370.00	Toro Workman GTX electric buggy	Unknown Creditor	
19/07/19	\$6,000.00	33" Bill Goat leaf vacuum	Unknown Creditor	
25/01/23	\$1,599.00	Carpet Cleaner	Bunnings Group Limited (Ac...	
08/04/24	\$6,205.00	Briggs & Stratton 4500 Watt Inverter Generator	Unknown Creditor	Generator Store ☐ 2/51 Sunline Drive, VIC 1300 558 706 / sales@generatorstore.com.au Truganina 3029
19/06/25	\$1.00	3x new LifePak CR2 Essential Defibrillator - Serial Numbers 51613225 / 51614662 / 51614719	Unknown Creditor	
09/08/24	\$462.00	Shure Wireless Handheld Microphone	Unknown Creditor	PO BOX 5022/3 Ashmore Road Ashmore 4214
06/05/25	\$20,000.00	Toyota Hi Lux - 2016 / White / Registration - 271WTL	GORDON WALLACE, NIC...	
10/09/25	\$9,396.00	GENERATOR PETROL INV 4.5KVA \$9,396.00	Unknown Creditor	Total Tools Coomera
17/10/25	\$4,743.00	SPIRIT - LEG PRESS/CALF EXTENSION	Strong Finance Pty Ltd t/a Fi...	

Insurance Report

Body Corporate for ALLISEE CTS 36881

323 Bayview Street Hollywell Queensland 4216

Policy number : 02GS031621 Building

Insurance Policy Details

Policy Number: 02GS031621 Building
Period of Insurance: 18 May 2026 to 18 May 2027
Insurance Company: Chubb Insurance Australia Pty Ltd
Broker (if any): AVISO TAS INSURANCE BROKERS
Amount of Premium: \$ 305,796.91
Paid Date: 1 May 2026

Policy Type	Amount of cover	Excess
Damage (i.e. Building) Policy	\$260,755,226	0.00
Common Area Contents	\$2,607,552	0.00
Loss of Rent	\$39,113,284	0.00
Property, Death and Injury (Public Liability)	\$50,000,000	0.00
Office Bearers Liability Insurance	\$5,000,000	0.00
Legal Defense Expenses	\$150,000	0.00
Voluntary Workers Insurance	\$200,000/\$2,000	0.00

Note

Aviso TAS Insurance Brokers □ AFSL 431747 □ ABN 40 865 610 447 □ Level 4, 27 Elizabeth Street □ Hobart TAS 7000 □ Ph: 03 6221 2900 □ Email: admin@avisotas.com.au or Debbie Spandonis <debbie.spandonis@avisotas.com.au> □ Web: <https://avisotas.com.au>

[Review responses online](#) ↗



Received 5 of 5 responses
All responses received

UNIT 7101, 323 Bayview Street, Hollywell
QLD 4216

Job dates
22/07/2026 → 23/07/2026

These plans expire on
19 Aug 2026

Lodged by
Redchip Lawyers

Authority	Status	Page
✉ BYDA Confirmation		2
🏠 APA Group Gas Networks (90073)	Received	4
🏠 City of Gold Coast	Received	56
🏠 Energex QLD	Received	59
🏠 NBN Co Qld	Received	103
🏠 Telstra QLD South East	Received	114

Zero damage - Zero harm - Zero disruption

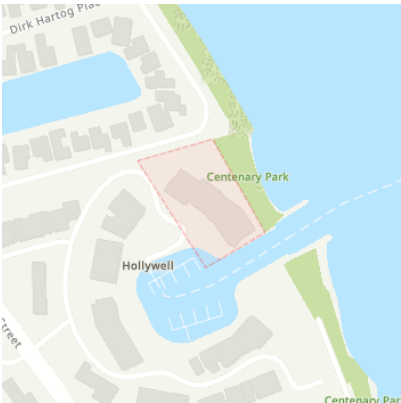
Contact Details

Contact	Contact number	Company	Enquirer ID
Redchip Lawyers	0458 140 494	-	3829110
Email	Address		
conveyancing@redchip.com.au	Level 8 100 Skyring Terrace Newstead QLD 4006		

Job Site and Enquiry Details

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

Enquiry date	Start date	End date	On behalf of	Job purpose	Locations	Onsite activities
22/07/2026	22/07/2026	23/07/2026	Other Redchip Lawyers	Design	Private	Conveyancing



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

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

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

User Reference	Address	Notes/description
2602953 - Edwards	UNIT 7101, 323 Bayview Street Hollywell QLD 4216	-

Your Responsibility and Duty of Care

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

Asset Owner Details

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

Referral ID (Seq. no)	Authority Name	Phone	Status
276528301	APA Group Gas Networks (90073)	1800 085 628	NOTIFIED
276528298	City of Gold Coast	1300 465 326	NOTIFIED
276528299	Energex QLD	13 12 53	NOTIFIED
276528297	NBN Co Qld	1800 687 626	NOTIFIED
276528300	Telstra QLD South East	1800 653 935	NOTIFIED

END OF UTILITIES LIST



Plan

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



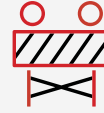
Prepare

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



Pothole

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



Protect

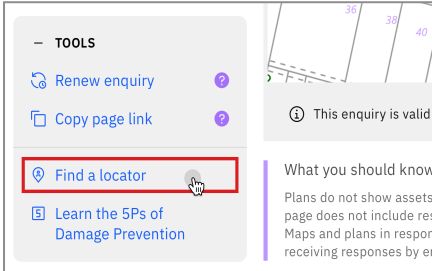
Protecting and supporting the exposed infrastructure is the responsibility of the excavator. Always erect safety barriers in areas of risk and enforce exclusion zones.



Proceed

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

Engage a skilled Locator



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

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

certloc.com.au/locators

Get FREE Quotes for Contractors & Equipment Fast



GET QUOTE

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

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2. We send the request to trusted local contractors.
3. The local contractors will contact you directly with quotes

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

Book a FREE BYDA Session



BOOK NOW

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

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

APA Group Gas Networks (90073)

Referral
276528301

Member Phone
1800 085 628

Responses from this member

Response received Wed 22 Jul 2026 12.25pm

File name	Page
Response Body	5
276528301.pdf	6
400-STD-AM-0001_2 Guidelines for Works Near Existing Gas Assets.pdf	15

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

BYDA_APA@apa.com.au

Enquiry Details:

Impact	affected
Sequence Number	276528301
Enquirer Id	3829110
Activity	Conveyancing
Job Number	53759039
User Reference	2602953 - Edwards
Message	

Site Details:

Address	UNIT 7101, 323 Bayview Street Hollywell QLD 4216
---------	--

Enquirers Details:

Contact	Redchip Lawyers
Company	
Email	conveyancing@redchip.com.au
Phone	+61458140494
Address	Level 8 100 Skyring Terrace Newstead QLD 4006

APA Group

APA

Australia's energy
infrastructure partner



Before You Dig Australia

Classification: Networks

Enquiry date	22/07/2026
Sequence number	276528301
Work site address	UNIT 7101, 323 Bayview Street Hollywell QLD 4216





For your immediate information
THERE IS A GAS PIPELINE OR GAS ASSETS
located in close vicinity to your works.

Enquiry Date: 22/07/2026
Enquirer: Redchip Lawyers
Sequence Number: 276528301
Work Site Address: UNIT 7101, 323 Bayview Street
Hollywell
QLD 4216

Thank you for your Before You Dig enquiry regarding the location of gas assets.

We confirm there are Gas Assets located in close vicinity of the above location.
Caution: Damage to gas assets may result in explosion, fire and personal injury.

Please ensure you read all the relevant information contained in this response to your BYDA enquiry including reviewing the **APA Guidelines for Works Near Existing Gas Assets** and clearly understand and comply with all requirements relating to your scope of work.

If you have any queries relating to this information, or you are unable to comply with requirements of the APA Guidelines for Works Near Existing Gas Assets contact the APA Before You Dig Officer

- Phone 1800 085 628
- Email BYDA_APA@apa.com.au

for clarification before proceeding with any work.

Before You Dig Checklist



1. Plan

- Review maps provided with this BYDA response and confirm the location of your work site is correct.
 - Review the **APA Guidelines for Works Near Existing Gas Assets** and clearly understand requirements relating to my scope of work.
-



2. Prepare

- Electronically locate gas assets and mark locations.
 - Note: Look for visible evidence of gas assets at the worksite which may not be shown on plans.
-



3. Pothole

- Physically confirm ('prove') the location of gas assets by potholing by hand excavation or non- destructive vacuum excavation methods in accordance with **APA Guidelines for Works Near Existing Gas Assets**.
 - Road authorities, councils, utilities and their authorised contractors and agents are responsible to pothole or use other suitable methods to verify the location and depth of all gas assets, including gas (inlet) services, prior to commencing any works.
-



4. Protect

- Protect gas assets by maintaining clearances whilst excavating and following conditions provided by APA.
 - Where required by APA, only conducting work in proximity to gas assets while Site Watch is on site.
 - Where applicable, APA Authority To Work permit conditions are clearly understood and complied with.
 - Strap and support exposed mains and inlet services. Cover exposed mains to prevent damage until the excavation can be permanently restored.
-



5. Proceed

- Only proceed with your work once you have completed all the planning, preparation, potholing and protection requirements.
 - APA BYDA response (including maps) are on site for reference at all times, and less than 30 days old.
-

Contacts

Contacts APA Group	
Enquiry	Contact Numbers
General enquiries or feedback regarding this information or gas assets.	APA – Before You Dig Officer Phone: 1800 085 628 Email: BYDA_APA@apa.com.au
Gas Emergencies	Phone: 1800 GAS LEAK (1800 427 532)

Site Watch

Site Watch is where an APA field officer attends your work site to monitor and ensure controls are in place to protect critical gas assets from damage during work.

The following rates* apply for this service (1 hour minimum charge):

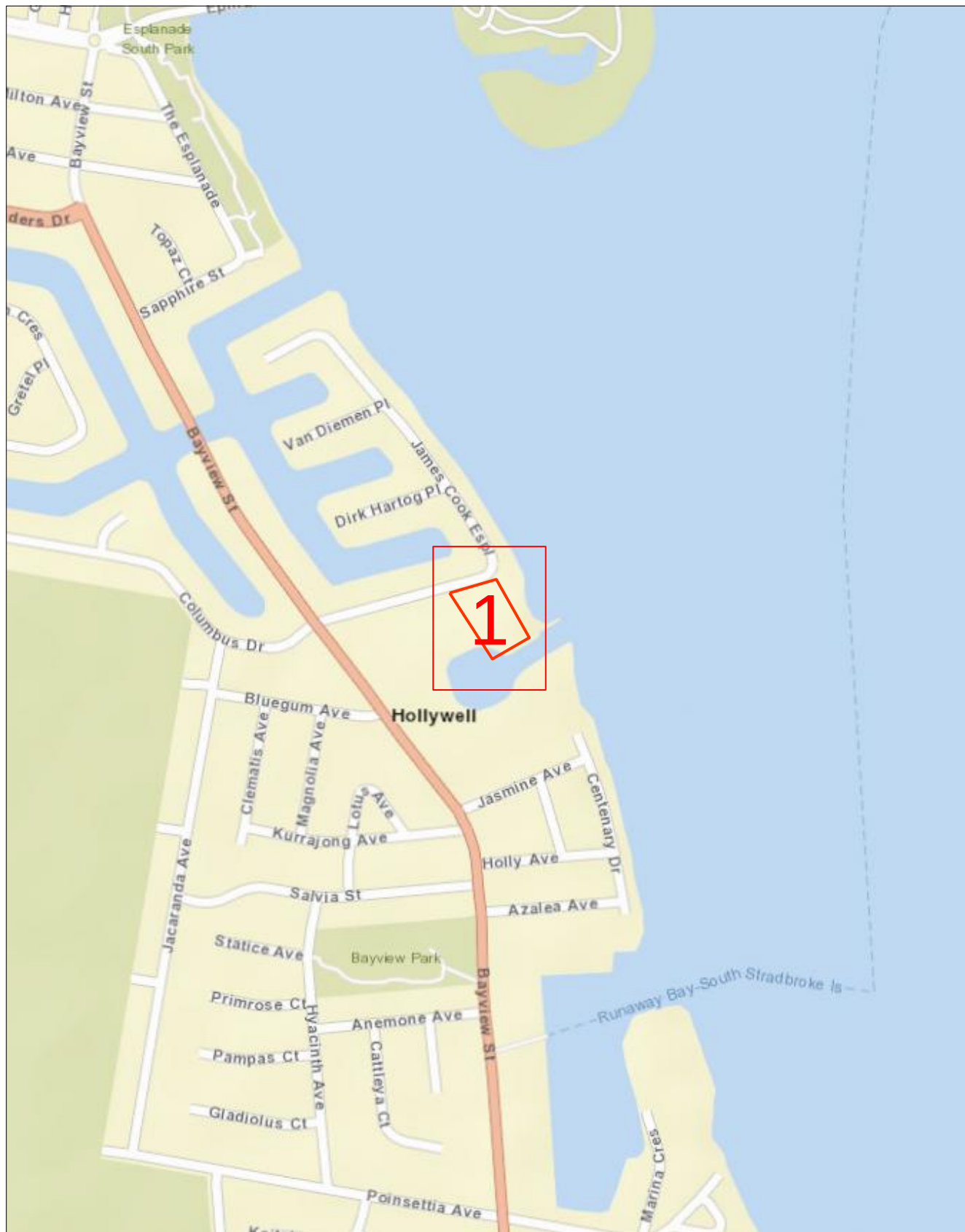
Item	Rate (excl. gst)
Site Watch – Business Hours	\$143.42 per hour
Site Watch – After Hours	\$175.06 per hour
Cancellation Fee	\$286.84
<i>Fee applies where cancelations received after 12pm (midday), 1 business day prior to the booking.</i>	

Contact APA – Before You Dig officer for state specific hours of business.

**The specified rates do not apply to Origin Energy LPG assets. All charges and invoicing related to these assets will be administered directly by Origin Energy. For further information contact Origin Energy.*

Site UNIT 7101, 323 Bayview Street
Address: Hollywell
QLD 4216

Sequence 276528301
Number:



Scale 1: 6000

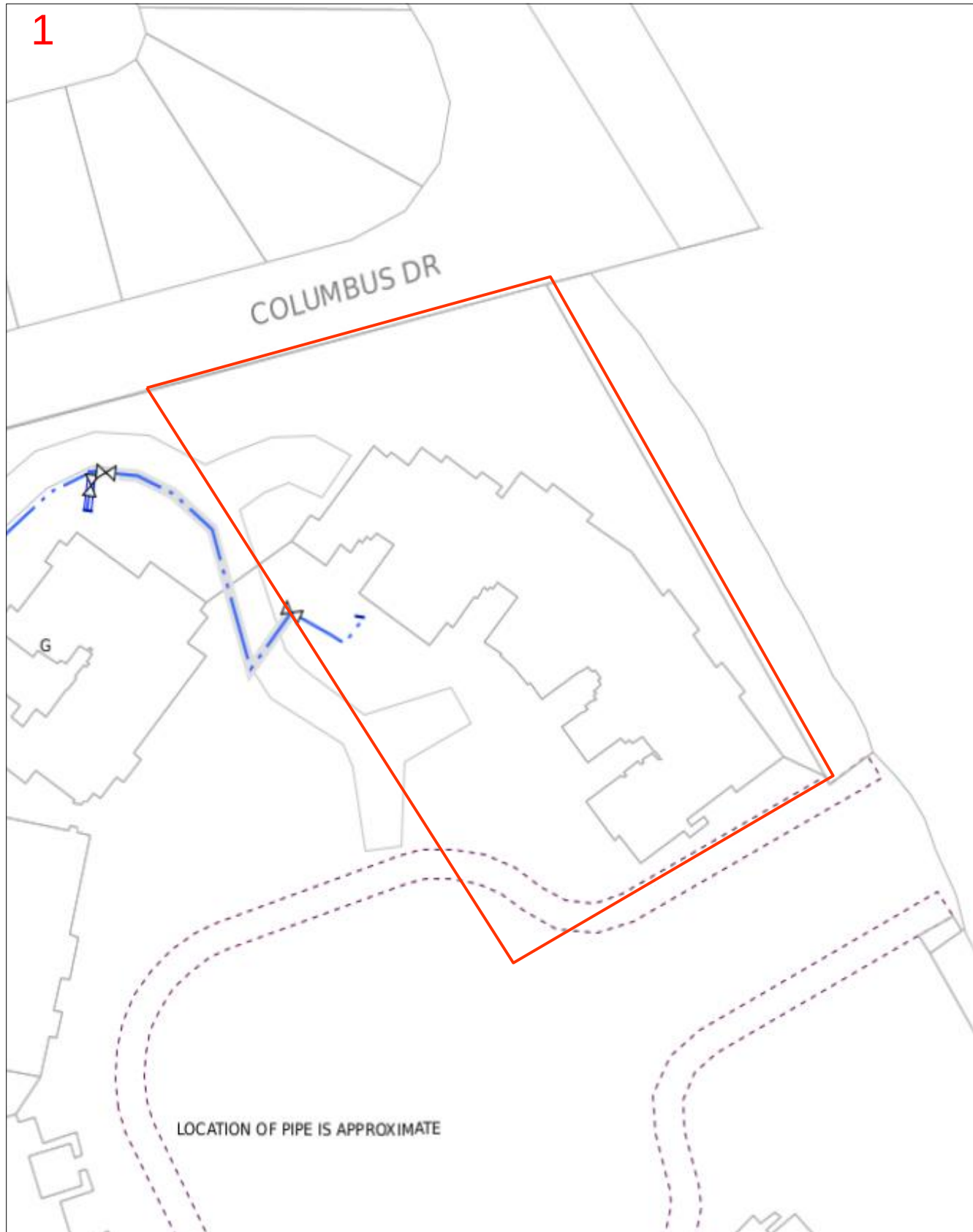
Map Sources: Esri, Garmin, HERE, FAO, NOAA, USGS,
© OpenStreetMap contributors, and the GIS User Community



Enquiry Area

Map Key Area





Scale 1: 700

Map Sources: Esri, Garmin, HERE, FAO, NOAA, USGS,
© OpenStreetMap contributors, and the GIS User Community



Enquiry Area

Map Key Area



Legend

PIPE LEGEND: GAS TYPE AND PRESSURE

	Low pressure	Medium pressure	High pressure	Transmission
Natural gas				
Natural gas – proposed				
LPG (yellow dash)	not applicable			not applicable
Hydrogen blended (aqua dash)	not applicable			not applicable

PIPE LEGEND: SPECIAL DESIGNATION

	Low pressure	Medium pressure	High pressure	Transmission
Critical main (yellow highlight)				
Casing (grey highlight)				not applicable

These designations typically apply to any pipe type and pressure

PIPE LEGEND: OTHER STATUS

Abandoned pipe	
Idle or inactive pipe	

ABBREVIATION

BoK	Back of kerb	FoK	Front of kerb
C	Depth of cover	NTI	Not tied in
CP	Cathodic protection		

OBJECT SYMBOLS

Valve		CP test station		Syphon	
Buried valve		CP anode		Marker	
Regulator station		CP bond wire		Part service ^A	
Gas connected property		CP rectifier terminal			

^AA live gas service terminated underground within the property boundary, available for future extension to the gas meter.

PIPE CODE AND MATERIAL

P*	Polyethylene (PE)	CU	Copper
P3	Polyvinyl chloride (PVC)	N2	Nylon
S*	Steel	W2	Wrought galv iron
C*	Cast iron	W3	PE coat wrought galv iron

INTERPRETATION EXAMPLE

	High pressure, 40 mm polyethylene in an 80 mm cast iron casing
	Medium pressure, 63 mm steel

Pipe diameter in millimetres is shown before pipe code.
40P6 = 40 mm nominal diameter

This map was created in colour and should be printed in colour

Important information

- Refer to requirements relating to construction, excavation and other work activities in the **APA Guidelines for Works Near Existing Gas Assets** document with this BYDA response.
- BYDA enquiries are valid for 30 days. If your works commence after 30 days from the date of this response a new enquiry is required to validate location information.
- For some BYDA enquiries, you may receive two (2) responses from APA. Please read both responses carefully as they relate to different assets.
- Gas (inlet) services connecting Gas Assets in the street to the gas meter on the property are not marked on the map. South Australia Only – if a meter box is installed on the property, a sketch of the gas service location may be found inside the gas meter box. APA does not guarantee the accuracy or completeness of these sketches.

Free Gas Pipeline Awareness Training and Information

PROFESSIONALS

APA offers online and in-person toolbox forums to support safe work near underground gas assets. Topics include distribution and transmission pipelines, the permit process, and gas emergencies, with content suited for companies of all sizes. A Continuing Professional Development certificate is available upon completion.

Scan the QR code to register for an online toolbox, or email damageprevention@apa.com.au to request an in-person presentation.

HOMEOWNERS

If you're working near your home's gas pipes stay safe and view APA's video guide '**Working Safely Near Gas Lines: A DIY Homeowner's Guide**' which offers simple tips to avoid damaging gas pipes.

Scan the QR code to view the video, or for more information email damageprevention@apa.com.au



Disclaimer and legal details

- This information is valid for 30 days from the date of this response.
- This information has been generated by an automated system based on the area highlighted in your BYDA request and has not been independently verified.
- Map location information is provided as AS5488-2022 Quality Level D, as such supplied location information is indicative only.
- Whilst APA has taken reasonable steps to ensure that the information supplied is accurate, the information is provided strictly on the condition that no assurance, representation, warranty or guarantee (express or implied) is given by APA in relation to the information (including without limitation quality, accuracy, reliability, completeness, currency, sustainability, or suitability for any particular purpose) except that the information has been disclosed in good faith.
- Any party who undertakes activities in the vicinity of APA operated assets has a legal duty of care that must be observed. This legal obligation requires all parties to adhere to a standard of reasonable care while performing any acts that could foreseeably harm these assets.

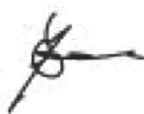




Guidelines for Works Near Existing Gas Assets

400-STD-AM-0001

Revision 2

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

always powering ahead

DOCUMENT CONTROL & APPROVAL INFORMATION

Summary of Changes

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

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

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All printed copies of this document are to be used as reference copies only.

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Responsibility

Any amendments to this document will be the responsibility of the document owner.

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TERMS OF USE

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

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

1. The information contained in this document relates only to APA Networks operated assets (as defined in this document) and does not relate to any other utility assets owned or operated by APA, such as APA Gas Transmission Pipelines.
2. This Guidelines document is provided to You to assist in the development of design plans, construction and land use activities.
3. This Guidelines document does not override or supersede APA's Permit to Work (**PTW**) or Excavation policies and procedures.
4. Any proposed works in the vicinity of APA Networks operated assets may also require approval from other utility providers or government agencies. APA Networks has no responsibility for, and makes no representation in relation to, any requirements that may be necessary to obtain such approvals.
5. This document does not relieve any person from the requirement to make appropriate Before You Dig Australia (**BYDA**) enquiries, and otherwise discuss any proposed works with APA Networks, either for initial or subsequent works.
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9. You must make your own independent enquiries in relation to any works that are proposed to be undertaken in the vicinity of any APA Networks operated assets (including obtaining all necessary express written consents and approvals from APA Networks). The information contained within is intended as a guide only.
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The purpose of this document is to provide guidelines for third parties planning to install new infrastructure or conduct works near existing APA Networks (**APA**) operated assets.

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

1 INTRODUCTION

1.1 Scope of this Document

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

Part 1 – APA Notification and Authorisation Requirements

Part 2 – Design and Asset Protection Requirements

Part 3 – Construction and Land Use Requirements

Part 4 – Alteration of Existing Gas Assets

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

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

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

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

1.2 Asset Types

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

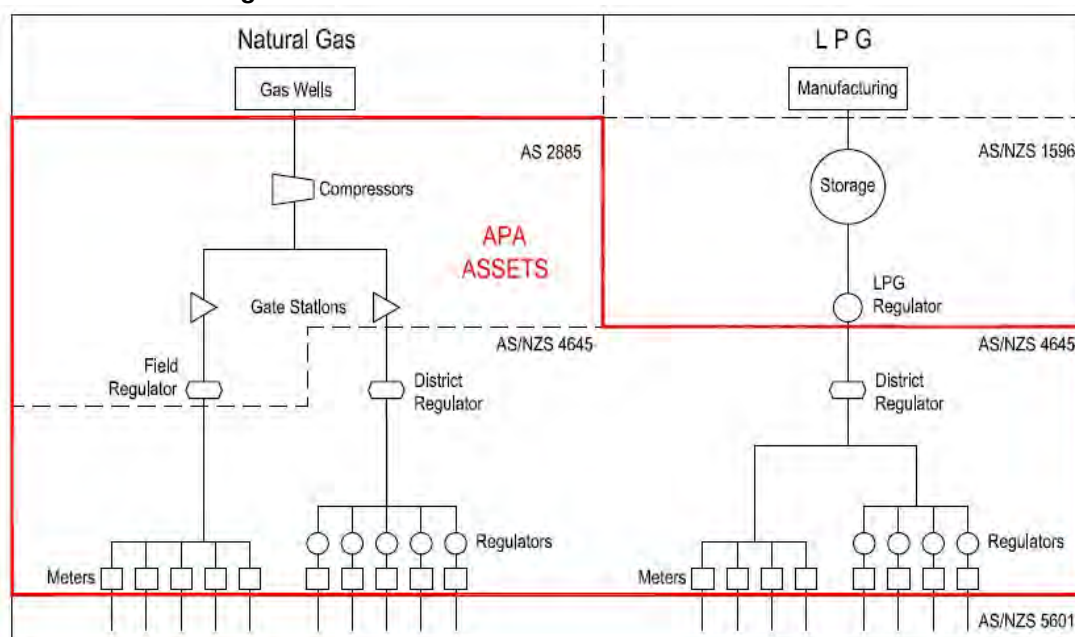


Figure 1 Asset Types and Standards Operated by APA Networks

1.2.1 Natural Gas Transmission

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

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

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

1.2.2 Natural Gas Distribution

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

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

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

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

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

1.2.3 LPG Distribution

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

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

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

1.3 Damage and Emergencies

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

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

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

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

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

1.4 General Duty of Care and Responsibility to Obtain Information

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

For general enquiries about results from BYDA please contact:

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

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

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

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

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

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

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

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

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

1.4.1 Additional Transmission Pressure Pipeline Requirements

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

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

2 PROTECTION PROCESS

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

The process to be followed for any proposed works is outlined in **Table 1**. This table cross references the relevant section of this document which provides any specific requirements for each gas asset classification. The steps in this table are to be followed in conjunction with the process outlined by BYDA¹, a flow chart is also provided in **APPENDIX A**.

Table 1 Protection Process Summary

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

2.1 Assessment Information

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

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

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

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

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

3 PART 1 - APA NOTIFICATION AND AUTHORISATION REQUIREMENTS

3.1 BYDA Request

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

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

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

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

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

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

3.2 Provings and Site Identification

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

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

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

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

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

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

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

3.3 APA Notification and Authorisation Process

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

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

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

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

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

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

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

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

The sequence of obtaining APA approval is as follows;

- a) Submit enquiry for Initial Review – The Third Party submits the request prior to works commencing and APA Networks will complete an 'Initial Review'. The third party must not progress any works on site until they receive a response from APA Networks. The two possible outcomes of this stage are a 'No Impact' response or;
- b) Enquiry Escalated for Standard Assessment – The request will be forwarded to APA Networks Field or System Operations personnel for a more detailed appraisal, which may involve contacting the third party, site visits, locating of assets of site, and/or request for additional information. The third party must not progress any work on site until they receive a response from APA Networks. The two possible outcomes of this stage are a 'No Objection under standard conditions' response or;
- c) Enquiry Escalated for Engineering Assessment – The request has been forwarded to the Integrity Third Party Engagement team for additional appraisal and determination of specific conditions. The third party must not progress any works on site until they receive a response from APA Networks. The two possible outcomes of this stage are a 'No Objection under special conditions response' or;

- d) Enquiry Escalated for Alteration – The Integrity Third Party Engagement team triggers the alteration process for this enquiry. The third party will be contacted for additional information and must not progress any work on site until they receive a response from APA Networks.
- e) No Impact – The third party receives a 'No Impact' response and can proceed with the works under appropriate APA Networks requirements e.g. Duty of Care, Authority to Work Permit and/or Site Watch.
- f) No Objection Under Conditions – The third party will receive a No Objection under standard or special conditions response and can progress with the planning of the works under the conditions specified in the response and appropriate APA Networks requirements e.g. Duty of Care, Authority to Work Permit and/or Site Watch.

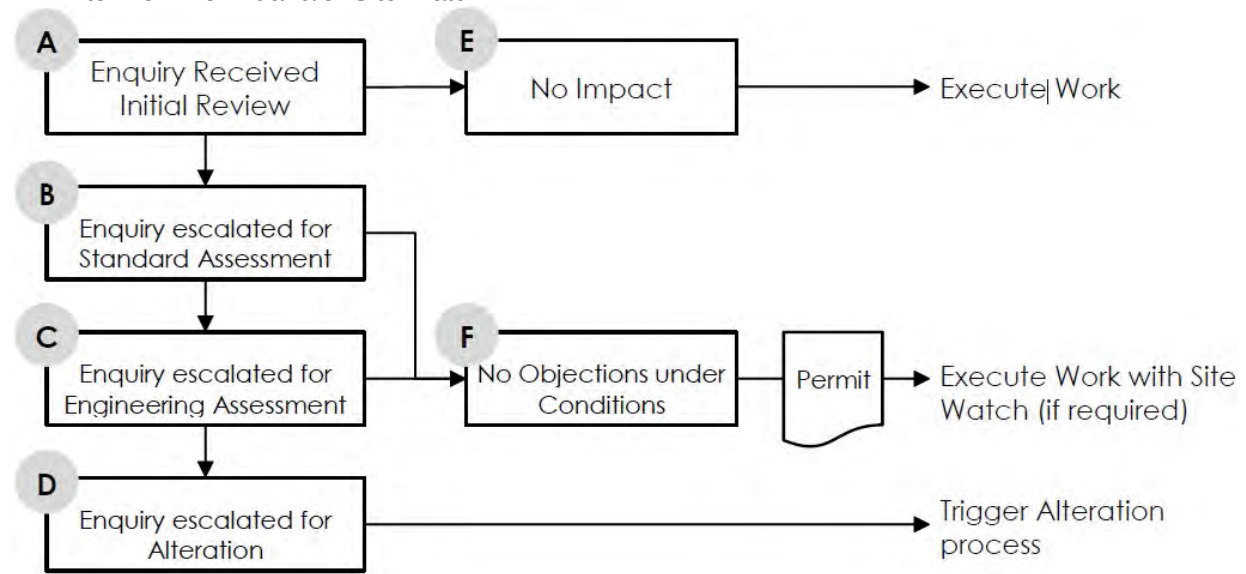


Figure 2 Stages for Third Party Works Authorisation Request

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

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

3.4 Commercial Agreement and Service Delivery

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

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

3.5 Decommissioned Gas Assets

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

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

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

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

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

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

4 PART 2 - DESIGN AND ASSET PROTECTION REQUIREMENTS

4.1 Standard Clearances

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

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

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

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

Table 2 Minimum Clearances

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

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

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

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

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

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

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

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

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

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

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

- a) The poles shall be designed with deeper foundations to be self-supporting if the gas asset needs to be excavated. Or;
- b) For non-metallic assets relocated into a conduit that extends past the no dig zone.

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

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

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

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

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

Table 3 Minimum Clearances for Construction Works and Land Use Activities

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

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

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

4.2 Third Party Assets and Structures

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

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

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

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

Table 4 Minimum Building Offset Distances for Distribution Pressure Gas Mains

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

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

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

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

4.3 Landscaping Plans

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

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

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

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

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

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

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

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

Table 5 Protection of Distribution Gas Assets from Vegetation

Vegetation Types	Requirements	Horizontal Separation from Pipe Edge to Vegetation			
		Greater than 3 m	1.5 to 3m	1.5 to 0.5 m	<0.5 m
Trees or Large Shrubs	Min. separation of 3 m is required between trees and pipe if no protection methods are utilised.				
Medium and Small Shrubs	Within 1.5 m – 0.5 m protection methods must be utilised.				
Ground cover and grasses	No protection methods required.				
Gas Protection Methods					
	No protection methods required, provided separation limits are followed.				
	Within 3 m, tree species which have mature buttress diameters less than 0.15 m and do not have invasive or deep roots may be accommodated without protection methods after consultation with APA Networks (Note 1). For trees with mature buttress diameters greater than 0.15 m one of the following gas protection methods must be implemented; 1. Lowering or relocation of the gas asset to a minimum of 1.2 m cover. 2. Installation of new gas conduit beyond the structural root zone (SRZ) of the mature tree species for future use. (Note 2) 3. Installation of a root barrier system. System to be 1 m deep or extend 250mm below the gas asset, whichever is the greater.				
	Within 1.5 m installation of a root barriers system is mandatory and gas protection methods are as follows; 1. Installation of a robust root barrier system. System to be 1 m deep or extend 250 mm below the gas asset, whichever is the greater. AND 2. Lowering or relocation of the gas asset to a minimum of 1.2 m cover. OR 3. Installation of new gas conduit beyond the SRZ of the mature tree species for future use. (Note 2)				
	Planting directly over gas assets is not permitted in any location, as it prevents emergency and maintenance access. Tree roots can damage gas asset resulting in gas leaks.				

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

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

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

4.4 Surface Levels and Conditions

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

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

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

Table 6 Minimum Depth of Cover Requirements for Pipelines and Mains

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

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

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

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

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

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

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

- a) A hydrological investigation to determine the stream power under peak stream, watercourse or waterway flows. The investigation shall determine the 1 in 100 year flood and the probable maximum flood and intermediate (optional) flood conditions.
- b) A geotechnical investigation to determine the physical parameters of the crossings, and using the information from the hydrological investigation, the erosion potential. This assessment should also consider the meander potential of the watercourse so that the limits of special construction can be defined.

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

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

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

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

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

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

4.5 Casings Vent Stacks

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

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

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

4.6 Earthing and Electrical Effects

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

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

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

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

Note 1: Earth resistivity of 500 $\Omega\cdot\text{m}$ shall be used for dry sand or rock and 100 $\Omega\cdot\text{m}$ for all other cases.

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

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

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

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

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

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

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

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

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

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

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

4.7 Temporary and Permanent Vehicle Crossings

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

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

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

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

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

5 PART 3 - CONSTRUCTION AND LAND USE REQUIREMENTS

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

5.1 Land Use Change

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

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

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

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

Sensitive uses are defined as follows;

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

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

5.2 Permits and Site Watch

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

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

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

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

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

5.3 Coating Surveys and Leakage Surveys

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

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

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

5.4 Pipeline Repairs, Recoating and Slabbing

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

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

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

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

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

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

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

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

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

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

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

5.5 Exposure of Buried Gas Assets

5.5.1 General

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

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

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

5.5.2 Physically Proving Gas Assets

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

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

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

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

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

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

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

If the gas asset is deemed non-critical then a combination of hand digging and excavation can be used. This technique requires the third party to hand excavate 300 mm then mechanically excavate the first 150 mm. In this technique the hand excavation shall always lead the mechanical excavation by 150 mm. Once within 300 mm of the gas asset then only hand excavation is allowed.

5.5.3 Hydro-Vacuum Excavation

Where hydro-vacuum excavation is used in the vicinity or to expose existing gas assets, the following conditions must be applied:

- Ensure the general requirements in **Section 5.5.1** are adhered to prior to the works commencing.
- Root cutting heads shall not be used at any time.
- When locating pipelines and mains, a maximum water pressure of 2500 PSI (17200 kPa) may be used to a depth no greater than 450 mm. Below this depth, the maximum water pressure shall be set in accordance with **Table 10** for the asset type in the vicinity.
- When locating customer offtakes (services), a maximum water pressure of 2500 PSI (17200 kPa) may be used to a depth no greater than 300 mm. Below this depth, the maximum water pressure shall be set in accordance with **Table 10** for the asset type in the vicinity.
- Where air is used in place of water the air pressure shall not exceed 175 PSI (1200 kPa).
- A minimum distance of 200 mm shall be maintained between the nozzle tip and subsoil and vertical movements avoided (i.e. nozzle shall not touch or be inserted into soil).
- The wand shall never remain motionless during excavation. Aiming directly at the gas asset shall be avoided at all times.
- NDD vacuum equipment must not come into contact (impact) with the pipe or coating.
- Once a gas asset has been exposed via hydro-vacuum methods, a visual check must be undertaken to ensure no damage has occurred to the pipe or its coating. Damage caused to the pipe coating by the third party will be chargeable.
- A dead man trigger or similar, shall be installed and used on the wand.
- If conduits are to be installed for identification of the gas assets location the conduit shall be offset to one side and recorded or a flexible conduit installed over the gas asset. The placement of PVC pipes directly on the gas asset may cause damage to the pipe coating and require repair at the contractor's expense.
- Vacuum excavated holes shall be cleaned of any rocks and debris and backfilled with a minimum 300 mm of sand.

Personnel operating NDD equipment shall monitor ground conditions to determine and adjust for the lowest water pressure setting and vacuum used to adequately expose the gas asset. The objective shall be to use the lowest possible pressure and vacuum required to adequately excavate in order to minimise risk of coating and/or pipe damage. **Table 10** provides the maximum water pressure to be used for various pipe and coating types.

Table 10 Maximum Water Pressure for Hydro-Vacuum Excavation

Pipe / Coating Type		Max. Water Pressure (PSI)	Pipe / Coating Type	Max. Water Pressure (PSI)
Steel	Coal Tar Enamel Coated	1,000	Steel – Mummified fittings (e.g. valves, flanges)	Not Permitted
	Polyethylene Tape Coated	1,000	Cast Iron	1,000
	Polyethylene Coated	2,000	Polyethylene	2,000
	Trilaminate Coated	2,000	Nylon or PVC	1,500
	FBE or HBE Coated	2,000	Unknown Material or Steel Pipe Coating	1,000
	Uncoated	2,500		

5.5.4 Mechanical Excavation

Prior to commencing any excavation works the general requirements in **Section 5.5.1** must be adhered to.

Where works are to be carried out within 3 m of the gas alignment and to 1 m of the known gas main depth, the contractor is required to pothole and expose the gas asset as outlined in **Section 5.5.5**.

Prior to the mechanical excavation commencing ensure the excavator is in working order and all pre-start equipment checks are completed.

Excavators with general purpose buckets (e.g. mud bucket, general purpose teeth) up to 30 tonnes are permitted to conduct mechanical excavations in the vicinity of existing APA gas assets in accordance with APA requirements. Any variation of excavator size or bucket type will require assessment and approval by APA Networks. Buckets with any type of tiger or penetration teeth are not permitted unless explicitly approved by APA Networks.

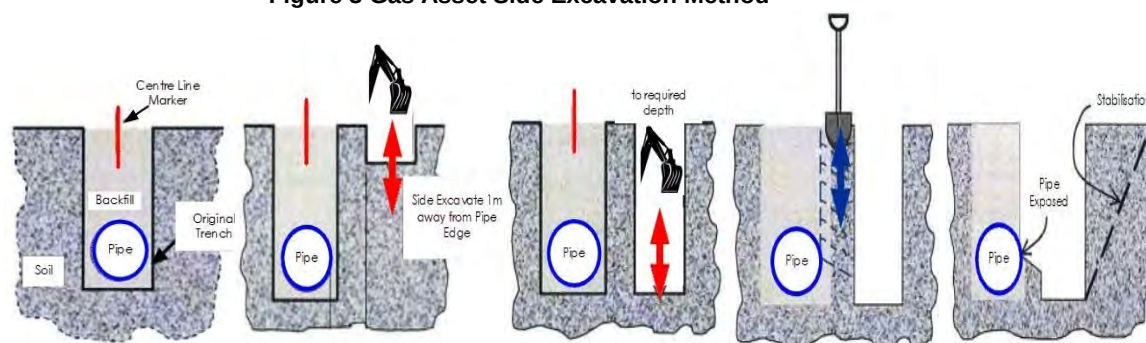
Critical Gas Assets

No mechanical equipment shall be used within 1 m of the potholed depth of the critical gas asset, except under explicit on site direction from an APA representative (i.e. APA Site Watch).

Under no circumstances is mechanical equipment to be used within 300 mm of any gas asset.

Once the gas asset has been positively proven, as outlined in **Section 5.5.2**, mechanical excavations can commence at a minimum of 300 mm offset from the outer edge of the pipe. The third party shall not mechanical excavate directly over a critical gas asset, with hand excavation only directly over the alignment or to expose the asset.

Figure 3 Gas Asset Side Excavation Method



Non-Critical Gas Assets

Mechanical excavation is permitted directly over the top of non-critical gas assets however **under no circumstances is mechanical excavation equipment to be used within 300 mm of any gas asset**. If the third party is in doubt with regards to the criticality of the gas asset, then the excavation method outlined for critical gas assets shall be used.

Prior to the mechanical excavation commencing, the asset shall be physically proved as outlined in **Section 5.5.2**. Once the depth has been physically proven the third party can proceed with excavating around the gas asset until within 300 mm. From this point hand excavation or NDD is required.

5.5.6 Protection During Exposure

Additional protection measures are required where an exposed gas asset may be subject to impact from construction activities, sagging of exposed pipe and trench instability. Any works requiring exposure and protection of the gas asset should have an accompanying methodology and approval by APA Networks.

Physical protection (e.g. structural steel protection, sandbags, wrapped with split PVC pipe) should be installed around the exposed gas asset when exposed, particularly when new infrastructure is planned to be installed crossing below the gas asset. If the gas asset is to be exposed for longer than one day or otherwise left unattended, suitable barricades, security fencing and/ or steel plates will be required to provide protection from vehicles, dropped objects (such as construction materials) or vandalism.

Unsupported exposed pipe lengths require protection from sagging by using suitable supports such as sandbags or slings. Where slings or other support types come into contact with the gas asset, protection methods must be employed (e.g. wrapped with split PVC pipe) to prevent damage to the existing pipe or coating. Exposed unsupported joints must also be identified and supported during works. The maximum allowable length of exposed pipe without support is provided in **Table 11**.

Table 11 Maximum Unsupported Lengths of Exposed Pipe

Gas Asset Diameter (mm)	Steel Maximum Unsupported Length (mm)	Polyethylene Maximum Unsupported Length (mm)	Other Material Maximum Unsupported Length (mm)
≤20	2,000	1,500	1,500 (Note 1)
>20 & ≤63	2,800	2,000	
>63 & ≤100	3,600	3,000	
>100 & ≤150	4,200		
>150 & ≤250	5,000		
>250	5,700		

Note 1: Particular care should be taken for other materials include cast iron, PVC or nylon due to the unpredictable nature of the joints.

Additional protection and support during trench or bell-hole excavation works to minimise ground instability may also be necessary to protect the integrity of existing gas assets during exposure works. Trenches are to be inspected prior to commencing works each day and monitored by the onsite party responsible for the excavation. APA shall be notified of any condition likely to affect the stability of trench.

Any deep excavations, within 3 m of a gas asset, shall be designed and constructed such that the effects of subsidence, collapse or extreme weather will not affect the gas asset. Any such excavations prepared by a third party must be accompanied by certification from a registered practising engineer (RPEQ required for works in Queensland, and so on as required for other States and Territories) confirming that the design is adequate to protect the gas asset.

5.5.7 Backfill and Reinstatement

Prior to backfilling, a minimum of 150 mm of bedding sand must be placed around all gas assets. Bedding sand shall be in accordance with APA specification **400-SP-L-0002**, which can be provided to third parties upon request. The bedding must be compacted in accordance with **Section 5.10**, including suitable compaction and backfill of the underside of the gas asset to prevent any further vertical movement during subsequent layers above the asset. APA may require geo-fabric installation between different trench reinstatement products to prevent sand migration in which nonwoven fabric is required and needs to extend 1000 mm past either side of the utility crossing.

The bedding material shall be clean, free from all sharp objects, sandbags, clay material, vegetable matter, building debris and disused road paving material to the specification provided by APA. Recycled bedding material and stabilised sand must not be used unless explicitly approved by APA.

The remainder of the excavation shall be backfilled and compacted in accordance with **Section 5.10**, at maximum increments of 300 mm to a density which is similar to the surrounding sub-grade material. Only clean fill material shall be used, preferably the same as the natural soil in the area, and free from ash, weeds and pest plants, salt or any chemicals which could harm the gas assets. Where required, concrete slabbing shall be installed in accordance with **Section 5.4**.

In all circumstances gas warning tape / marker board shall be installed in accordance with the following requirements:

- Gas warning tape installed at 300 mm below finished surface level.
- Gas marker board installed 300 mm above the top of the pipe.

Note, where gas warning tape cannot be installed 300 mm below the finished surface level due to road pavement box out, marker board is to be installed 50 mm below the box out work zone.

In situations where a physical protection slab or bridging slab has been utilised an additional layer of gas marker board must be installed 50 mm above the slabbing.

The excavated area is to be reinstated to the original condition or as approved by APA and the relevant local council, road authority or landowner as applicable. Any marker signs removed during excavation works must also be reinstated in original positions. Additional marker signs may be required at new infrastructure crossings as directed by APA.

5.6 Trenchless Excavation

Trenchless excavation covers horizontal directional drilling (**HDD**), boring, pipe bursting and tunnelling. These activities are considered high risk that require additional controls to prevent damage to existing gas assets. This includes proving the existing gas asset location and depth for all horizontal bores, as well as providing a witness trench to verify that the bore will pass the asset with sufficient separation.

A witness trench must be used in addition to live electronic tracking of the bore head. The witness trench must be prepared to the specification provided in **Table 12**. The progressive measurement of the length of the bore must also be made and plotted along its proposed direction to ensure the bore head has not missed the witness trench. The bore head must be exposed in the witness trench, when the crossing is above the existing gas asset.

For all assets installed via trenchless excavation a vertical separation aligning with the maximum borehole diameter (e.g. reamed diameter) shall be demonstrated. For transmission pressure and distribution pressure assets this vertical separation distance is 1000 mm and 600 mm, respectively.

If the works run parallel to a transmission pressure or critical gas assets a minimum separation distance of 3 m must be maintained. For non-critical gas assets, the minimum separation distance of 1 m must be maintained. For works running parallel to gas assets, proving of the actual location of the gas asset must occur every 4 m.

Note: It is expected that HDD operators working near gas assets hold the national competency RIICCM202 – Identify, location and protect underground service.

Table 12 Minimum Witness Trench Dimensions

Crossing Type	Witness Trench Depth	Witness Trench Dimensions
Crossing Above Existing Gas Asset	To bottom (invert) of gas asset	Witness trench shall be 1000 mm to 2000 mm in front of the gas asset on the approach side.
Crossing Below Existing Gas Asset	To bottom (invert) of gas asset plus 500 mm	Witness trench shall be min. 1500 mm long and 300 mm wide centred on bore centre line.

Dispensation may be considered where detailed long sections are provided for assessment by APA and where depths of existing gas assets or separation to the bore are greater than 2500 mm.

Pipe bursting is not permitted within 1000 mm of an existing gas asset.

5.7 Piles, Piers or Poles

No piling such as pile-driving, sheet-piling or hammer-piling is permitted within 15 m of an existing gas asset unless explicit consent has been provided by APA. In all instances, vertical bored (augured) piles, piers or poles are preferred.

Where installation of piles, piers or poles are proposed between 500 mm and 1000 mm clearance from a gas asset (distribution and transmission pressures, respectively), the area directly below the proposed pile, pier or post location must be excavated to a level equivalent to the bottom (invert) of the existing gas asset, and works started from that depth.

Note: Proving of the gas asset must be completed in accordance with the requirements set out in **Section 5.5.2** prior to the commencement of any works.

Temporary steel plates may also be installed between the gas asset and the proposed pile, pier or post used for vertical bore methods within this clearance to provide extra protection.

Note: Direct vibration monitoring on the gas main may be required depending upon the installation method utilised. Refer to **Section 5.9** for APA Networks vibration limits.

5.8 Hot Works for Construction Activities

Typical hot works include grinding, welding, thermal or oxygen cutting or heating, and other related heat producing or spark-producing operations. Heat sources or hot works must not impact gas assets, taking into consideration that the ground or adjacent structures may also be capable of transmitting heat.

In order to safely undertake hot works, response procedures in the event of fire or flammable gas detection must be prepared and monitoring for flammable gases must be undertaken during works.

APA must approve any hot works where there is less than 300 mm ground cover to buried gas assets, or within 5,000 mm of any exposed gas assets (including any pits or valve covers). A heat shield or barrier may be required to provide protection if it cannot be demonstrated that works can be undertaken without impacting the gas asset.

5.9 Vibration Limits

Significant vibration may arise from activities such as blasting, piling, tunnelling and HDD/boring.

To avoid damage to existing APA Networks operated pipes and coatings, the following vibration limits must not be exceeded at any point on the pipe:

- For cast iron mains: 5 mm/s maximum Peak Particle Velocity (**PPV**) measured on the pipe.
- For steel pipe with a coal tar enamel (**CTE**) coating or with poor coating health: 10 mm/s maximum PPV measured on the pipe.
- For non-coal tar enamel pipe coatings and other pipe materials (i.e. steel, PE, PVC or Nylon): 20 mm/s maximum PPV measured on the pipe.

- d) For blasting, the above vibration limits can be increased if supported by calculations in accordance with Design Guidelines for Buried Steel Pipeline – American Lifelines Alliance American Society of Civil Engineers (**ASCE**) and approved in writing by an APA Networks Integrity Engineer.

Note: Cast iron mains are particularly susceptible to damage by vibration. The PPV limit may not prevent leaks from cast iron and may require additional gas leakage survey activities during works in accordance with **Section 5.3**.

For vibration monitoring adopt an alarm at 80% of the acceptable PPV value and when the alarm is activated, the work must stop and be re-assessed. Short incursions up to 100% are acceptable, for sustained periods of vibration longer than 5 minutes, works must be stopped.

The zone of influence for vibration assessment undertaken by the third party is shown below;

- For compaction, refer to **Table 13**.
- For trenchless excavation (HDD/ boring), refer to **Section 5.6**.
- For piling refer to **Section 5.7**.
- For blasting refer to **Section 5.11**.

5.10 Compaction Limits

Compaction activities such as establishing a base course for a road pavement may result in damage to the pipes and coatings of existing gas assets. Compaction limits in the vicinity of existing gas assets are summarised in **Table 13**.

Table 13 Maximum Compaction Limits

Horizontal Separation (m)	Minimum Cover to Top of Gas Asset (mm)	Compaction Limits
≤3 (Note 1)	300	Small handheld compactor only
	500	Large handheld compactor Maximum 4 tonne tandem drum static roller
	750	Maximum 8 tonne tandem drum static roller
	1200	Maximum 10 tonne tandem drum static roller subject to APA approval
>3 & ≤10	All	Maximum 8 tonne tandem drum vibrating roller
>10 & ≤15	All	Maximum 10 tonne tandem drum vibrating roller
>15	All	Any compaction method

Note 1: Compaction within 3 m of gas assets is limited to static rollers. If vibration compaction is necessary a robust vibration assessment and construction methodology signed off by an RPEQ for works in Queensland, and so on as required for other States and Territories, will need to be produced by the third party for review and approval by an APA Networks Integrity Engineer.

5.11 Blasting / Seismic Survey / Explosives

Blasting, seismic survey or the use of explosives is not permitted within 100 m of a gas asset unless explicit approval is provided by APA Networks. The size and quantity of the explosives to be used will determine how close to the pipeline blasting will be permitted. In all cases, blasting methods must be arranged to limit ground vibrations so that the peak particle velocity does not exceed acceptable limits. At no stages will blasting be permitted within 3 m of the pipeline.

5.12 Suspended Materials above Gas Assets and No Go Zones for Cranes

Where gas assets are exposed, no cranes, excavators or backhoes are permitted to carry or suspend materials directly over or across a gas asset without an APA Networks approved lifting plan and SWMS.

Outriggers must be set up outside a 3 m radius from gas assets unless otherwise approved by APA Networks in writing.

5.13 Temporary Materials

In all instances it is preferred that temporary materials (e.g. soil, shipping containers) are not stored on top of transmission pressure and critical gas assets. Temporary material must not restrict access and should be placed at least 1,500 mm from the alignment of these assets unless otherwise approved by APA Networks.

6 PART 4 - ALTERATION OF EXISTING GAS ASSETS

Where the proposed third party works do not comply with the requirements of this document, and adequate additional controls or a specialised engineering solutions cannot be developed, alteration of the existing gas assets will be required.

Gas asset alterations will only be undertaken under a Recoverable Works Agreement (**RWA**) appropriate to the scope and extent of the works required.

An Early Works Agreement (**EWA**) may also be required where works are proposed which require proving, engineering design activities or purchase of long lead items. This will allow for completion of these items prior to execution of a RWA and avoid delaying works.

If either or both these agreements are required, then APA Networks will enter negotiations with the relevant third party and any costs will be payable by that third party.

7 GLOSSARY OF TERMS AND ABBREVIATIONS

Table 14 Glossary of Terms and Abbreviations

Term/ Abbreviation	Meaning
AGN	Australian Gas Networks
APA	Each entity that forms part of the APA Group
APA Engineering Assessment	Covers technical assessments which may involve field integrity assessments that may or may not include the use of specialist Consultants managed by APA.
APA Networks Operated Assets	APA Networks acts as the asset operator on behalf of entities Australian Gas Networks (AGN), Allgas, APA, Origin and Queensland Nitrates (QNP) and operates in New South Wales, Northern Territory, Queensland, South Australia and Victoria.
APA Permit Issuing Officer	The APA Permit Issuing Officer is responsible for opening the Permit To Work, validating APA Networks assets have been located and being the Site Watch for works within the gas Easement or Protected Zone.
AS	Australian Standard
ASCE	American Society of Civil Engineers
ATWP	Authority to Work Permit
CTE	Coal Tar Enamel
Damage	Physical damage to and interference with APA's assets. Damage includes reducing design life, coating damage, dents, scratches, rupture, cutting of cathodic protection cables. Damage can also include potential impacts that APA pipelines can have on third party assets.
BYDA	Before You Dig Australia (previously known as Dial Before You Dig (DBYD))
DCVG	Direct Current Voltage Gradient
Depth of Cover	Vertical distance from the existing natural ground surface to the top of the buried gas asset
EPR	Earth Potential Rise
ESV	Energy Safe Victoria
EWA	Early Works Agreement

Excavation	Excavation refers to manual digging or mechanised digging operation with plant or equipment which involves trenching and trenchless excavation. Trenchless excavation covers boring, Horizontal Directional Drilling (HDD), pipe bursting and tunnelling.
FBE	Fusion Bonded Epoxy
GIS	Geographic Information System
HBE	High Build Epoxy
HDD	Horizontal Directional Drilling
Hot Works	Hot works are defined as grinding, welding, thermal or oxygen cutting or heating, and other related heat-producing or spark-producing operations. Heat sources or hot works must not impact pipelines, taking into consideration that the ground or adjacent structures may also be capable of transmitting heat.
LFI	Low Frequency Induction
LPG	Liquefied Petroleum Gas
MAOP	Maximum Allowable Operating Pressure
Measurement Length	The maximum length of pipeline route which presents an extended source of hazard on the basis that an event of failure could affect any part of the development or specific location relevant to the development. The maximum length corresponds to the heat radiation hazard associated with a 4.7 kW/m² heat radiation contour for an ignited full bore rupture calculated in accordance with AS/NZS 2885.6. If the pipeline is designed as a no rupture pipe, then the measurement length corresponds to a credible leak size.
NDD	Non-Destructive Digging (NDD) refers to either hand digging or Non-Destructive Pot Holing using a vacuum pipe connected to a vacuum truck with either a water lance or air lance. Hydro-Vacuum Excavation consists of a water lance and vacuum truck and is used to physically prove existing assets.
OHEW	Overhead Earth Wire
PE	Polyethylene
Pipe Bursting	Pipe bursting refers to a pipe being inserted to a larger pipe that results in the larger pipe being damaged. For an example of pipe bursting, refer to the following You-Tube video: https://www.youtube.com/watch?v=HX5beh0ubGY
Pipeline Easement	The pipeline area shown on a survey plan and referenced on the property title.
Predominate Building Line	The expected predominate building line relates to the façade of the building, not necessarily the property boundary.
Protected Zone	A Protected Zone is an area extending both horizontally and longitudinally along a gas asset. It is the area where loads and/or any hot works may potentially cause damage to the gas asset.

	The Protected Zone refers to works near APA Networks gas assets or works within the vicinity of the gas assets that may cause an unacceptable risk to the asset in accordance with Table 2 Minimum Clearances or Table 3 Minimum Clearances for Construction Works and Land Use Activities
PTW	Permit to Work
PPV	Peak Particle Velocity
PVC	Polyvinyl Chloride
QNP	Queensland Nitrates Plant
RPEQ	Registered Profession Engineer Queensland
RWA	Recoverable Works Agreement
Sensitive Use Locations	This is designated as Class “S” as per AS/NZS 2885.6 Pipelines - Gas and liquid petroleum - Pipeline safety management and refers to the sub location class. Sensitive Use Location Class (S) identifies land where the consequences of a FAILURE EVENT may be increased because it is developed for use by sectors of the community who may be unable to protect themselves from the consequences of a pipeline FAILURE EVENT. Sensitive uses are defined as follows: • Schools which includes colleges • Hospitals • Aged care facilities such as nursing homes, elderly people’s homes • Prisons and jails • Convalescent homes • Sheltered housing • Buildings with five or more stories • Large community and leisure facilities, large open air gatherings • Day care facilities • Other potentially difficult to evacuate facilities • Other structures as defined by relevant local councils. The Sensitive Use Location Class “S” must be assigned to any section of a gas transmission pipeline where there is a sensitive development within the applicable Measurement Length.

Site Watch	An APA Site Watch representative can be the Permit Issuing Officer for excavation work within a gas Easement or Protected Zone and is referred to as the primary spotter for excavation works. The secondary spotter is provided by the Contractor. The primary spotter has the ultimate decision regarding works within the gas Easement or Protected Zone which includes the method of excavation, starting and stopping excavation work. The APA Site Watch representative is the nominated competent person responsible for the following; • Making themselves highly visible and everyone on the job site should be aware of the Site Watch's role; • Communication to personnel operating mobile plant and equipment ensuring minimum clearance to above and below ground assets is maintained and the construction methodology is adhered to and complies with APA Networks requirements. Ensuring personnel do not encroach within the swing radius of the operating machinery.
SMS	Safety Management Study
SMWS	Safe Work Method Statement used by APA or Contractors to execute field work. The risks and associated control measures risk assessments should be transferred to SWMS.
SRZ	Structural Root Zone
Structures	Structures refer to third party structures which includes, but is not limited to; temporary or permanent buildings, walls, canopies, footings, pile caps or retaining walls
Third Party	The person or entity and their agents or Contractors that propose to undertake work near APA assets.
Third Party Assets	Third Party Assets include roads, utilities and structures.
Third Party Excavation	Third Party Excavation which is not associated with APA (e.g. road works, utility installation, private development, fencing).
Third Party Works Classification	The Third Party Work Classification as shown in Section 3.3 covers the following three work classifications: 1. No Impact to gas assets 2. No Objection Under Conditions 3. Enquiry Escalated for Alteration
Transmission Pipeline	Gas transmission pipeline which includes all associated equipment such as cathodic protection, earthing grid, instrumentation and electrical cables.
Utilities	Includes water, wastewater, drainage, telecommunications cables, power poles and cables owned by individuals or organisations other than APA Networks.
Voltage	Difference of potential normally between conductors or between conductors and earth as follows: a) Extra-low voltage – Not exceeding 50V a.c. or 120 V ripple-free d.c. b) Low voltage – Exceeding extra-low voltage, but not exceeding 1000 V a.c. or 1500 V d.c.

	c) High voltage – Exceeding low voltage.
Works	The development of any type of buildings, structures and other obstructions (including residential buildings, pools, sheds, carports, major developments, transport infrastructure, services, stockpiles, trees), and any work that causes changes to the ground (including movement of heavy vehicles, blasting, tunnelling, pile driving, ground compaction, earthworks, open and trenchless excavations)

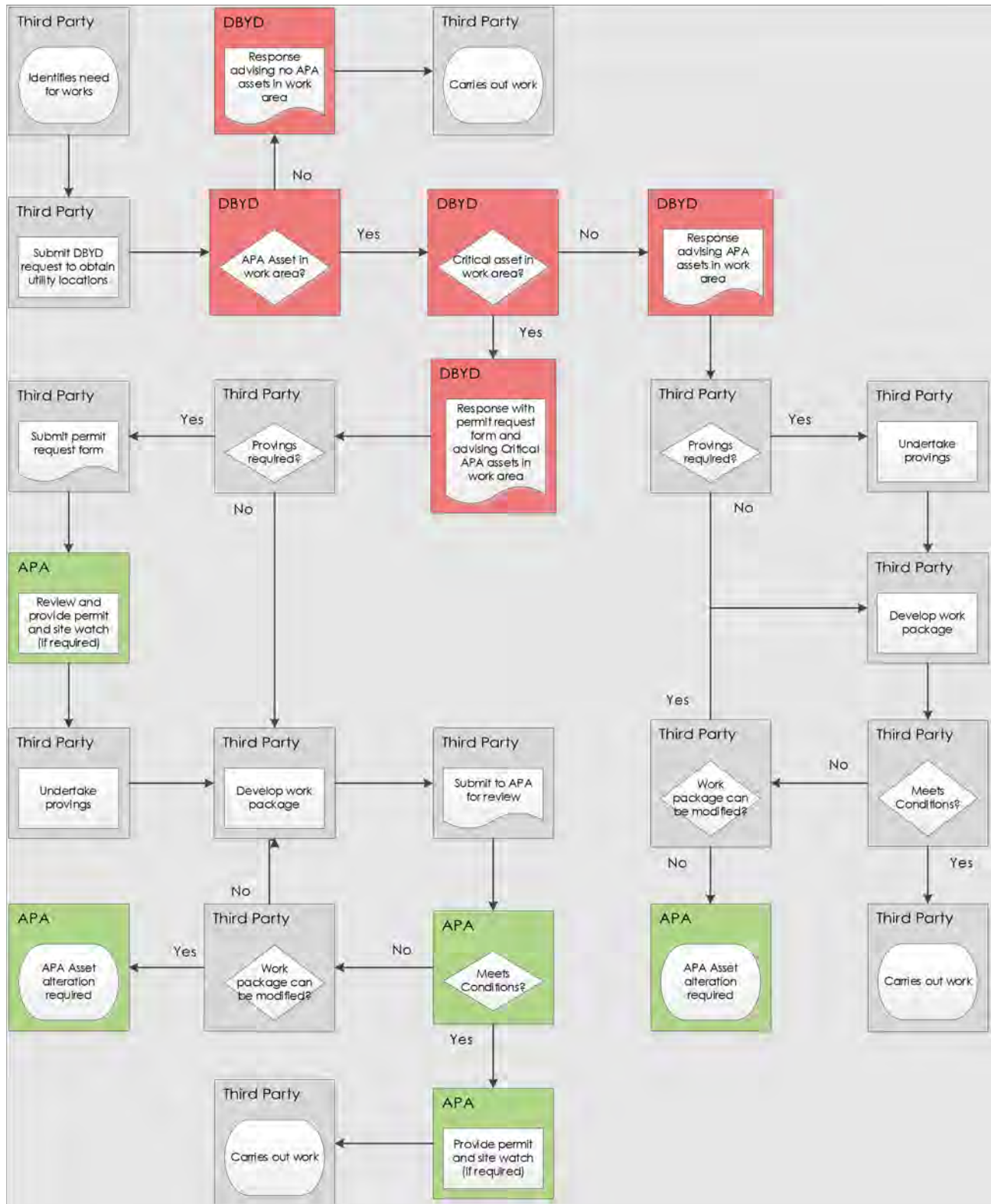
8 DOCUMENT REFERENCES

Table 15 Document References

External Standards	
API RP 1102	Steel Pipeline Crossing Railroads and Highways
AS 2832.1	Cathodic protection of metals: Pipes and cables
AS 2885.0	Pipelines – Gas and liquid petroleum: General requirements
AS/NZS 2885.1	Pipelines – Gas and liquid petroleum: Design and Construction
AS/NZS 2885.2	Pipelines – Gas and liquid petroleum: Welding
AS 2885.3	Pipelines – Gas and liquid petroleum: Operations and Maintenance
AS 2885.5	Pipelines – Gas and liquid petroleum: Field Pressure Testing
AS/NZS 2885.6	Pipelines – Gas and liquid petroleum: Pipeline safety management
AS/NZS 4645.1	Gas Distribution Networks - Network Management
AS/NZS 4645.2	Gas Distribution Networks - Steel Pipe Systems
AS/NZS 4645.3	Gas Distribution Networks - Plastics Pipe Systems
AS 4799	Installation of Underground Utility Services and Pipelines Within Railway Boundaries
AS 4827.1	Coating defect surveys for buried pipelines Part 1: Direct current voltage gradient (DCVG)
AS/NZS 4853	Electrical Hazards on Metallic Pipelines
AS 4970	Protection of trees on development sites
Standard Policies, Procedures, Specifications, Guidelines, Forms and Templates	
400-SP-L-0002	Networks Bedding Material Specification
400-PR-L-0003	Encroachment and Land Use Change SMS Trigger Procedure

APPENDIX A

GENERAL DBYD RESPONSE PROCESS



Referral

276528298

Member Phone

1300 465 326

Responses from this member

Response received Wed 22 Jul 2026 12.26pm

File name	Page
Response Body	57
ASSET 276528298.pdf	58

Attention: **Redchip Lawyers**

Thank you for your Before You Dig (BYDA) enquiry.

Job Number: **53759039**

Sequence Number: **276528298**

Dig Site Location: **UNIT 7101, 323 Bayview Street Hollywell QLD 4216**

According to our records, your enquiry with the following details **impacts our infrastructure**. Please ensure that you read the attached documents, it contains important information including essential steps that must be undertaken prior to commencing construction activities.

This enquiry is valid for **30 days** from the enquiry date.

If you require further information or assistance with interpretation of plans, please contact **City of Gold Coast** on **1300 465 326**.

This enquiry response, including any associated documentation, has been assessed and compiled from the information detailed within the BYDA enquiry outlined above. Please ensure that the BYDA enquiry details and this response accurately reflect your proposed works.

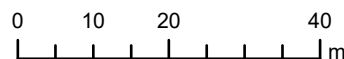
For more detailed information visit the [City of Gold Coast External Data Portal](#).



In an emergency contact City of Gold Coast on 1300 465 326

22/07/26 (valid for 30 days)

Plans generated by SmarterWX™ Automate



Scale 1:1,000

Referral
276528299

Member Phone
13 12 53

Responses from this member

Response received Wed 22 Jul 2026 12.27pm

File name	Page
Response Body	60
276528299 - Energex Plan.pdf	63
Energex BYDA Terms and Conditions.pdf	67
Working Near Overhead and Underground Electric Lines.pdf	72

Assets and Planned Assets found Before You Dig Australia (BYDA) Request

Please DO NOT SEND A REPLY to this email as it has been automatically generated and replies are not monitored.

Our search has revealed there is existing and planned Energex Assets within the defined search area.

They are shown on the attached plan.

There is a possibility the planned Assets may have been installed prior to your enquiry.

You:	BYDA Enquiry No:
Redchip Lawyers	276528299
Company:	Date of Response:
Not Supplied	22 Jul 2026
Search Location:	Period of Plan Validity:
UNIT 7101, 323 Bayview Street Hollywell, QLD 4216	4 Weeks
External Comments (if any):	

WARNING: When working in the vicinity of Energex's Assets You have a legal Duty of Care that must be observed.

It is important that You note:

1. Immediately report life threatening emergencies to Emergency Services on **000** or to ENERGEX on **13 19 62**.
2. Please read and understand all the information and disclaimers provided - including the Terms and Conditions on the attached pages.
3. We have only searched the area which has been nominated in the request. If this nominated area is not what You require, please resubmit another enquiry with BYDA.
4. Plans provided by ENERGEX are only an indication of the presence of underground assets within the nominated area. Locations provided are approximate and the plans are not suitable for scaling purposes, as exact ground cover and alignments cannot be provided. You must confirm the exact location of underground electrical equipment by use of an electronic cable locator followed by careful, non-mechanical excavation (i.e. potholing).
5. Plans provided by ENERGEX do not encompass ENERGEX's overhead Assets.
6. ENERGEX, its servants or agents shall not be liable for any loss or damage caused or occasioned by the use of plans and details supplied pursuant to the BYDA Request and You agree to indemnify ENERGEX against any claim or demand for any such loss or damage to You, Your servants or Your agents.

7. You are responsible for any damage to Assets caused by works pursuant to or in any way connected with this BYDA Request.
8. In addition to Assets marked on attached plan, there could be underground earth conductors, underground substation earth conductors, Multiple Earthed Network (MEN) conductors, Single Wire Earth Return (SWER) Substation Earth Conductors, Air Break Switch (ABS) Earth Mats or Consumer Mains in the vicinity or private underground cables (inc. consumers' mains that may run from ENERGEX mains onto private property) in the vicinity of the nominated work area(s) that are not marked on the plans.
9. To locate underground assets, independent Certified Locators may be sourced using the 'Find a Locator' tool available within the BYDA enquiry response on the BYDA website.
10. The ENERGEX Before You Dig Australia (BYDA) information map(s) provide the vicinity of underground cable and will not be adequate for conveyancing purposes. A Request for Search (Property Search) can be arranged through ENERGEX.
11. The attached plans are only valid for a period of four weeks from receipt. If excavation does not commence within four weeks, a new plan must be obtained.
12. The ENERGEX BYDA map (named maps.pdf) may contain shaded area(s), indicating the location of planned work(s). Should You find planned works that You believe may affect Your planned work(s), please contact the ENERGEX BYDA team on the details listed below.
13. ENERGEX may contact You to discuss Your proposed excavation in the vicinity of feeders identified on the attached plan(s).
14. Do not access any Assets, for example conduits, cables, pits or cabinets.
15. Your work will need to comply with:
 - [Working near overhead and underground electric lines - Electrical safety code of practice 2020](#)
 - [Managing Electrical Risk in Workplace Electrical Safety Code of Practice \(2013\)](#)
 - [Excavation Work Code of Practice \(2021\)](#)

NOTE: Where Your proposed work location contains Energex 33kV or greater Underground cables please access the [Energex before you dig Website](#) for more information.

General enquiries (7:00am - 5:30pm Mon to Fri) **13 12 53**
 Life threatening emergencies only triple zero (000) or **13 19 62**

To re-submit or change the nominated search area please visit [BYDA.com.au](https://www.energex.com.au/byda)

E: custserve@energex.com.au

E: byda@energyq.com.au

ABN: 40 078 849 055



Disclaimer: While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Energex nor PelicanCorp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.

If you are unable to launch any of the files for viewing and printing, you may need to download and install free viewing and printing software such as [Adobe Acrobat Reader \(for PDF files\)](#)



BYDA

Sequence: 276528299
Date: 22/07/2026

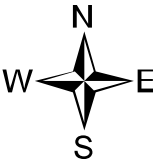
Scale: 1:1025
Tile No: **OVERVIEW**

CAUTION - HIGH
VOLTAGE

LEGEND

- Substation
- Cable Marker
- Pit
- Pole
- Pillar
- LV Cable (up to 1kV)
- HV Cable (1kV - <33kV)
- HV Cable (33kV and over)
- Pit Boundary
- Planned Work Area

AS5488 Category "D" Plan



DISCLAIMER: While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Energex nor Pelican Corp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.

All underground cables shall be treated as being energised. Where a cable is located that is not represented on the ENERGEX BYDA map, then ENERGEX shall be contacted immediately.

For Emergency Situations
Please Call 13 19 62



BYDA

Sequence: 276528299
Date: 22/07/2026

Scale: 1:500
Tile No: **Tile No: 1**

**CAUTION - HIGH
VOLTAGE**

LEGEND

- Substation
- Cable Marker
- Pit
- Pole
- Pillar
- LV Cable (up to 1kV)
- HV Cable (1kV - <33kV)
- HV Cable (33kV and over)
- Pit Boundary
- Planned Work Area

AS5488 Category "D" Plan



DISCLAIMER: While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Energex nor Pelican Corp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.



BYDA

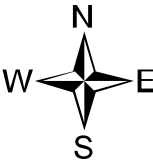
Sequence: 276528299
Date: 22/07/2026
Scale: 1:500
Tile No: **Tile No: 2**

CAUTION - HIGH
VOLTAGE

LEGEND

- Substation
- Cable Marker
- Pit
- Pole
- Pillar
- LV Cable (up to 1kV)
- HV Cable (1kV - <33kV)
- HV Cable (33kV and over)
- Pit Boundary
- Planned Work Area

AS5488 Category "D" Plan



DISCLAIMER: While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Energex nor Pelican Corp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.

All underground cables shall be treated as being energised. Where a cable is located that is not represented on the ENERGEX BYDA map, then ENERGEX shall be contacted immediately.

For Emergency Situations
Please Call 13 19 62



BYDA

Sequence: 276528299
Date: 22/07/2026

Scale: 1:500
Tile No: **Tile No: 3**

**CAUTION - HIGH
VOLTAGE**

LEGEND

- Substation
- Cable Marker
- Pit
- Pole
- Pillar
- LV Cable (up to 1kV)
- HV Cable (1kV - <33kV)
- HV Cable (33kV and over)
- Pit Boundary
- Planned Work Area

AS5488 Category "D" Plan



DISCLAIMER: While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Energex nor Pelican Corp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.



Responsibilities – (When Working in the Vicinity of Energex Assets)

Extreme care must be taken during non-mechanical or mechanical excavation as damage to Energex Assets can lead to injury or death of workers or members of the public. Assets include underground cables, conduits and other associated underground Asset used for controlling, generating, supplying, transforming or transmitting electricity.

In accordance with the Electrical Safety Act 2002, a Person Conducting a Business or Undertaking (PCBU) must ensure the person's business or undertaking is conducted in a way that is electrically safe. This includes:

- a) ensuring that all Assets used in the conduct of the person's business or undertaking are electrically safe;
- b) if the person's business or undertaking includes the performance of electrical work, ensuring the electrical safety of all persons and property likely to be affected by the electrical work; and
- c) if the person's business or undertaking includes the performance of work, whether or not electrical work, involving contact with, or being near to, exposed parts, ensuring persons performing the work are electrically safe.

In addition, a PCBU at a workplace must ensure, so far as is reasonably practicable, that no person, Asset or thing at the workplace comes within an unsafe distance of an underground electric line.

Workers and other persons must also take reasonable care for their own and other person's electrical safety. This includes complying, so far as is reasonably able, with any reasonable instructions given by Energex to ensure compliance with the [Electrical Safety Act 2002](#)

General enquiries (7:00am - 5:30pm Mon to Fri) [13 12 53](tel:131253)
Life threatening emergencies only triple zero (000) or [13 19 62](tel:131962)

E: custserve@energex.com.au

E: byda@energyq.com.au

ABN: 40 078 849 055

To re-submit or change the nominated search area please visit BYDA.com.au



The following matters must be considered when working near Energex Assets:

The PCBU must ensure, so far as is reasonably practicable, that no person, Asset or thing at the workplace comes within an unsafe distance of an underground electric line (see section 68 of the [Electrical Safety Regulation 2013](#))

1. It is the responsibility of the architect, consulting engineer, developer and head contractor in the project planning stages to design for minimal impact and protection of Energex Assets.
2. It is the constructor's responsibility to:
 - a) Anticipate and request plans of Energex Assets for a location at a reasonable time before construction begins.
 - b) Visually locate Energex Assets by hand or vacuum excavation where construction activities may damage or interfere with Energex Assets.
 - c) notify Energex if the information provided is found to be not accurate or Assets are found on site that are not recorded on the Energex BYDA plans.
 - d) Read and understand all the information and disclaimers provided.

Note: A constructor may include but not limited to a PCBU, Designer, Project Manager, Installer, Contractor, Electrician, Builder, Engineer or a Civil Contractor

3. Comply with applicable work health and safety and electrical safety codes of practice including but not limited to:
 - a) Working near Assets – [Electrical safety codes of practice 2020](#)
 - b) Managing electrical risk in the workplace – [Managing Electrical Risks in the workplace Code of Practice 2021](#)
 - c) [Excavation work – Code of practice 2021](#)

IMPORTANT NOTES:

- As the alignment and boundaries of roadways with other properties (and roads within roadways) frequently change, the alignments and boundaries contained within Energex plans and maps will frequently differ from present alignments and boundaries "on the ground". Accordingly, in every case where it appears that alignments and boundaries have shifted, or new roadways have been added, the constructor should obtain confirmation of the actual position of Energex cables and pipelines under the roadways. In no case should the constructor rely on statements of third parties in relation to the position of Energex cables and pipelines. It is the applicant's responsibility to accurately locate all services as part of the design and/or prior to excavation.
- Energex does not provide information on private underground installations, including consumers' mains that may run from Energex mains onto private property. Assets located on private property are the responsibility of the owner for identification and location.
- Energex plans are circuit diagrams or pipe indication diagrams only and indicate the presence of Asset in the general vicinity of the geographical area shown. Exact ground cover and alignments cannot be given with any certainty; as such levels can change over time.
- All underground conduits are presumed to contain asbestos. Refer to the:
 - [Electrical safety codes of practice 2020](#)
 - [Model Code of Practice: How to manage and control asbestos in the workplace | Safe Work Australia](#)
 - [How to manage and control asbestos in the workplace code of practice 2021 \(Workplace Health and Safety Queensland \(WHSQ\)\)](#)
 - [How to safely remove asbestos code of practice 2021 \(WHSQ\)](#)
- Plans provided by Energex are not guaranteed to show the presence of above ground Assets.
- In addition to underground cables marked on attached plan there could be underground substation, underground earth conductors, Multiple Earthed Neutral(MEN) conductors, Single Wire Earth Return(SWER), substation Earth Conductors, ABS Earth Mats or Consumer Mains in the vicinity of private underground cables (inc. consumers' mains that may run from Energex mains onto private property) in the vicinity of the nominated work area(s) that are not marked on the plans.
- Being aware of Your obligations including but not limited to [ss 304, 305] Excavation work— underground essential services information under the [Work Health and Safety Regulation 2011](#) , Chapter 6 Construction work, Part 6.3 Duties of person conducting business or undertaking. This includes but is not limited to taking reasonable steps to obtain the current information & providing this information to persons engaged to carry out the excavation work. For further information please refer to: - <http://www.legislation.qld.gov.au/LEGISLTN/SLS/2011/11SL240.pdf>
- Energex plans are designed to be printed in colour and as an A3 Landscape orientation.

General enquiries (7:00am - 5:30pm Mon to Fri) [13 12 53](tel:131253)
Life threatening emergencies only triple zero (000) or [13 19 62](tel:131962)

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E: byda@energyq.com.au

ABN: 40 078 849 055



Conditions – (When Working in the Vicinity of Energex Assets)

Records:

The first step before any excavation commences is to obtain records of Energex Assets in the vicinity of the work. For new work, records should be obtained during the planning and design stage. The records provided by Energex must be made available to all construction groups on site. Where Asset information is transferred to plans for the proposed work, care must be exercised to ensure that important detail is not lost in the process.

Plans and or details provided by Energex are current for four weeks from the date of dispatch and should be disposed of by shredding or any other secure disposal method after use. A new BYDA enquiry must be made for proposed works/activities to be undertaken outside of the four-week period.

Energex retains copyright of all plans and details provided in connection with Your request.

Energex plans or other details are provided for the use of the applicant, its servants, or agents, and shall not be used for any unauthorised purpose.

On receipt of BYDA plans and before commencing excavation work or similar activities near Energex's Assets check to see that it relates to the area You have requested and carefully locate this Asset first to avoid damage. If You are unclear about any information contained in the plan, You must contact Energex on the General Enquiries number listed below for further advice.

Energex, its servants or agents shall not be liable for any loss or damage caused or occasioned by the use of plans and or details so supplied to the applicant, its servants and agents, and the applicant agrees to indemnify Energex against any claim or demand for any such loss or damage.

The contractor is responsible for all Asset damages when works commence prior to obtaining Energex plans, or failure to follow agreed instructions, or failure to demonstrate all reasonable measures were taken to prevent the damage once plans were received from Energex.

Energex reserves all rights to recover compensation for loss or damage caused by interference or damage, including consequential loss and damages to its Assets, or other property.

NOTE: Where Your proposed work location contains Energex 33kV or greater Underground cables please access the [Energex BYDA website](#) for more information.

Location of Assets:

Examining the records is not sufficient, as reference points may change from the time of installation. Records must also be physically proven when working in close proximity to them. The exact location of Assets likely to be affected shall be confirmed by use of an electronic cable and pipe locator followed by **careful hand or vacuum excavation to the level of cable protection cover strips or conduits**. When conducting locations, please be aware that **no** unauthorised access is permitted to Energex Assets– including Pits, Low Voltage Disconnection Boxes, Low Voltage Pillars or High Voltage Link Boxes.

Hand or vacuum excavation must be used in advance of excavators. In any case, where any doubt exists with respect to interpretation of cable records, You must contact Energex on the General Enquires number listed below for further advice.

If the constructor is unable to locate Energex underground Assets within 5 metres of nominal plan locations, they must contact the Energex General Enquires number listed below for further advice.

If unknown cables or conduits (i.e. not shown on issued BYDA plans) are located during excavation:

1. Call the ELECTRICITY EMERGENCIES number listed below
2. Treat Assets as if alive, post a person to keep all others clear of the excavation until Energex crew attend to make safe.
3. All work in the vicinity of damaged Asset must cease and the area must be vacated until a clearance to continue work has been obtained from an Energex officer.

General enquiries (7:00am - 5:30pm Mon to Fri) [13 12 53](tel:131253)
Life threatening emergencies only triple zero (000) or [13 19 62](tel:131962)

To re-submit or change the nominated search area please visit BYDA.com.au

E: custserve@energex.com.au

E: byda@energvyq.com.au

ABN: 40 078 849 055



Asset Installation Methods:

Energex Assets are installed with a variety of protection devices including:

1. Clay paving bricks or tiles marked "Electricity" or similar (also unmarked)
2. Concrete or PVC cover slabs
3. PVC, A/C or fibro conduit, fibre reinforced concrete, iron or steel pipe
4. Concrete encased PVC or steel pipe
5. Thin plastic marker tape
6. Large pipes housing multiple ducts
7. Multiple duct systems, including earthenware or concrete 2, 4, and 6-way ducts and shamrocks

Note: Some Assets are known to be buried without covers and may change depth or alignment along the route.

Excavating Near Assets:

For all work within 2.5 m of nominal location, the constructor is required to hand or vacuum excavate (pothole) and expose the Asset, hence proving its exact location before work can commence.

Cable protection cover strips shall not be disturbed. Excavation below these cover strips, or into the surrounding backfill material is not permitted.

Excavating Parallel to Assets:

If construction work is parallel to Energex cables, then hand or vacuum excavation (potholing) at least every 4m is required to establish the location of all cables, hence confirming nominal locations before work can commence. *Generally, there is no restriction to excavations parallel to Energex cables to a depth not exceeding that of the cable.* **Note: Cable depths & alignment may change suddenly.**

Separation from Assets:

Any service(s) must be located at the minimum separation as per the tables below:

Table 1. Minimum Separation Requirements for Underground Services Running Parallel with Energex Assets

(Minimum Separation required in mm)							
Voltage Level	Gas	Communication or TV	Water		Sanitary drainage		Storm Water
			≤DN 200	>DN200	≤DN 200	>DN 200	
LV	250	100	500	*1000	500	1000	500
HV		300					
*Contact Energex/council to obtain specific separation distances							

Table 2. Minimum Separation Requirements for Underground Services Crossing Energex Assets

(Minimum Separation required in mm)					
Voltage Level	Gas	Communication or TV	Water	Sanitary drainage	Storm Water
LV & HV	100	100	300	300	100

Where the above table does not list a separation requirement for a particular underground service then 300mm shall be used.

Excavating Across Assets:

The standard clearance between services shall be maintained as set down in Table 2 above. If the width or depth of the excavation is such that the Asset will be exposed or unsupported, then Energex shall be contacted to determine whether the Assets should be taken out of service, or whether they need to be protected or supported. In no case shall an Asset cover be removed without approval. An Asset cover may only be removed under the supervision of an Energex authorised representative. Protective cover strips when removed must be replaced under Energex supervision. Under no circumstances shall they be omitted to allow separation between Energex Assets and other services.

General enquiries (7:00am - 5:30pm Mon to Fri) [13 12 53](tel:131253)
 Life threatening emergencies only triple zero (000) or [13 19 62](tel:131962)

To re-submit or change the nominated search area please visit BYDA.com.au

E: custserve@energex.com.au

E: byda@energyq.com.au

ABN: 40 078 849 055



Heavy Machinery Operation Over Assets:

Where heavy "Crawler" or "Vibration" type machinery is operated over the top of Assets, a minimum cover of 450 mm to the cable protective cover mains must be maintained using load bearing protection whilst the machinery is in operation. For sensitive cables (i.e. 33 and 110kV fluid and gas filled cables), there may be additional constraints placed on vibration and settlement by Energex.

Directional Boring Near Assets:

When boring parallel to Assets, it is essential that trial holes are carefully hand or vacuum excavated at regular intervals to prove the actual location of the Asset before using boring machinery. Where it is required to bore across the line of Assets, the actual location of the Asset shall first be proven by hand or vacuum excavation. A trench shall be excavated 1m from the side of the Asset where the auger will approach to ensure a minimum clearance of 500mm above and below all LV, 11kV, 33kV & 110/132kV Asset shall be maintained.

Explosives:

Explosives must not be used within 10 metres of Assets, unless an engineering report is provided indicating that no damage will be sustained. Clearances should be obtained from Energex's Planning Engineer for use of explosives in the vicinity of Energex cables.

Damage Reporting:

All damage to Assets must be reported no matter how insignificant the damage appears to be. Even very minor damage to Asset protective coverings can lead to eventual failure of Assets through corrosion of metal sheaths and moisture ingress.

If any Damaged Asset is found:

1. Call the ELECTRICITY EMERGENCIES number listed below
2. Treat Assets as if alive, post a person to keep all others clear of the excavation until Energex crew attend to make safe.
3. All work in the vicinity of damaged Asset must cease and the area must be vacated until a clearance to continue work has been obtained from an Energex officer.

Solutions and Assistance:

If Asset location plans or visual location of Asset by hand or vacuum excavation reveals that the location of Energex Asset is situated wholly or partly where the developer or constructor plans to work, then Energex shall be contacted to assist with Your development of possible engineering solutions.

If Energex relocation or protection works are part of the agreed solution, then payment to Energex for the cost of this work shall be the responsibility of the, PCBU, principal developer or constructor. Energex will provide an estimated quotation for work on receipt of the PCBU's, developer's or constructor's order number before work proceeds.

It will be necessary for the developer or constructor to provide Energex with a written Safe Work Method Statement for all works in the vicinity of or involving Energex Assets. This Safe Work Method Statement should form part of the tendering documentation and work instruction. Refer Interactive Tool on Safe Work Australia site: [Interactive SWMS guidance tool - Overview \(safeworkaustralia.gov.au\)](https://www.safeworkaustralia.gov.au/Interactive-SWMS-guidance-tool-Overview)

Vacuum Excavations (Hydro Vac)

When operating hydro vac equipment to excavate in vicinity of Assets fitted with:

- Nonconductive (neoprene rubber or equivalent) vacuum (suction) hose
- Oscillating nozzle on pressure wand with water pressure adjusted to not exceeding 2000 Pound force per Square Inch (PSI).

Maintain a minimum distance of 200mm between end of pressure wand and underground electrical Assets. DO NOT insert the pressure wand jet directly into subsoil.

Ensure pressure wand is not directly aimed at underground electrical Assets (cables/conduits).

Safety Notices (Underground Work)

It is recommended that You obtain a written Safety Advice from Energex when working close to Energex Assets. For Safety Advice please contact custserve@energex.com.au

Further information on Working Safely around Energex Assets: [Working near powerlines | Energex](#)

Thank You for Your interest in maintaining a safe and secure Electricity Distribution network. Energex welcomes Your feedback on this document via email to byda@energyq.com.au.

General enquiries (7:00am - 5:30pm Mon to Fri) [13 12 53](tel:131253)
Life threatening emergencies only triple zero (000) or [13 19 62](tel:131962)

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E: custserve@energex.com.au

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ABN: 40 078 849 055





Part of Energy Queensland

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

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Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

1. PURPOSE AND SCOPE

The purpose of this document is to set out the Electricity Entity requirements for anyone who may be contemplating working or operating plant near any Ergon Energy or Energex's overhead or underground electric lines.

2. DEFINITIONS, ABBREVIATIONS AND ACRONYMS

Term	Definition
Applicant	A person contacting or submitting an application to the Electricity Entity for Safety Advice.
Authorised Person	For work near an electrical line, means a person who has enough technical knowledge and experience to do work that involves being near to the electrical line; and has been approved by the person in control of the electrical line (Electricity Entity) to do work near to the electrical line.
Authorised Person (Electrical)	An Electrical Mechanic or Electrical Linesperson (holding current Queensland Licence) working on behalf of an electrical contractor, an Electrical Contractor, or a person who holds an electrical mechanic licence and is performing work for the person or a relative of the person at premises owned or occupied by the person or relative, and accredited with the Electricity Entity who is permitted to remove and replace LV service fuse(s) when isolation of customer LV service line is required to eliminate the exclusion zone around the LV service line, or to work on the customer's mains and / or switchboard.
Earthworks	Any digging, penetration or disturbance of ground including but not limited to post hole digging, excavating, trenching, directional boring, bore hole sinking, driving pickets/posts into ground, cut and fill, dam or levee bank construction, blasting.
Electricity Entity	Where Electricity Entity appears throughout this document, it relates to either Energex or Ergon Energy area of responsibility. Refer to respective contact details below. <u>Energex:</u> • General Enquiries - ph 13 12 53 • Loss of Supply - ph 13 62 62 • Emergencies - ph 13 19 62 <u>Ergon Energy:</u> • General Enquiries - ph 13 74 66 • Loss of Supply - ph 13 22 96 • Emergencies - ph 13 16 70
Exclusion Zone	A safety envelope around an electric line as specified by the Electrical Safety Regulation 2013.
RPA (Drone)	Australia's safety laws for remotely piloted aircraft (RPA) / drones are defined under the Civil Aviation Safety Authority. Under this definition the use of RPA's are not classified as Operating plant (section 5.2) as prescribed in this document.

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

Term	Definition
Instructed Person	For an electrical line, means a person who is acting under the supervision of an Authorised Person for the electrical line.
Safety Advice	A written notice identifying the known electrical hazards at a specific site and advising the control measures required to be implemented by Responsible Person (person responsible for worksite) to reduce the likelihood of harm to person, plant or vehicle at site.
Safety Observer	A safety observer or “spotter”, for the operation of operating plant, means a person who: (a) observes the operating plant; and (b) advises the operator of the operating plant if it is likely that the operating plant will come within an exclusion zone for the operating plant for an overhead electric line. This is a person who has undergone specific training and is competent to perform the role in observing, warning and communicating effectively with the operator of the operating plant.
Untrained Person	For an electrical line, means a person who is not an Authorised Person or an Instructed Person for the electrical line.

3. REFERENCES

[Electrical Safety Regulation 2013](#): Part 5 - Overhead and Underground Electric Lines

[Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines](#)

[Work Health and Safety Act 2011](#)

[Work Health and Safety Regulation 2011](#)

Energex: [Safety Advice Request Form](#)

Ergon Energy: [Safety Advice Request Form](#)

Copies of the relevant Acts, Regulation and Codes of Practice and any other relevant legislation can be found on the Queensland Government web site - <https://www.worksafe.qld.gov.au/>.

Disclaimer

This document refers to various standards, guidelines, calculations, legal requirements, technical details and other information and is not an exhaustive list of all safety matters that need to be considered.

Over time, changes in industry standards and legislative requirements, as well as technological advances and other factors relevant to the information contained in this document, may affect the accuracy of the information contained in this document. Whilst care is taken in the preparation of this material, Energex and Ergon Energy do not guarantee the accuracy and completeness of the information. Accordingly, caution should be exercised in relation to the use of the information in this document.

To the extent permitted by law, Energex and Ergon Energy will not be responsible for any loss, damage or costs incurred as a result of any errors, omissions or misrepresentations in relation to the material in this document or for any possible actions ensuing from information contained in the document.

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

4. ABOUT THIS GUIDE

This guide to working near the Electricity Entity network is designed to assist any person working, contemplating work or operating plant near any Electricity Entity overhead or underground electric lines to meet their duties under the Work Health and Safety Act 2011, Electrical Safety Act 2002, Electrical Safety Regulation 2013 and relevant Codes of Practice including Electrical Safety Code of Practice 2020 Working Near Overhead and Underground Electric Lines and help to identify the steps needed to ensure risks are minimised for all who work or are likely to be affected by the work in these situations.

“The Electrical Code of Practice 2020 Working Near Overhead and Under Ground Electric Lines” provides practical advice on ways to manage electrical risk when working near electric lines including the exclusion zones that apply. An electronic copy of this Code of Practice as well as, Electrical Safety Act and Regulation is available at the Queensland Government Electrical Safety Office web site at <https://www.worksafe.qld.gov.au/electricalsafety>. You should obtain a copy and read this material, to enable you to fully understand your obligations, and prospective means of complying with them.

4.1. Who does the Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines and Electricity Entity Requirements apply to?

A person, worker or Person Conducting a Business or Undertaking (PCBU) at a workplace is required to comply with the Electricity Entity Requirements and the requirements of Electrical Safety Regulation 2013 Part 5 Overhead and Underground Electric Lines and Electrical Safety Code of Practice 2020 Working Near Overhead and Underground Electric Lines to ensure that no person, plant or thing comes within an unsafe distance (exclusion zone) of an overhead electric line. Compliance with these regulatory requirements is essential to reduce the risk of electric shock and contact with Electricity Entity electric lines and other assets which can have deadly consequences.

Examples of work activities where risk of person, plant or equipment coming near or into contact with overhead electric lines include but are not limited to:

- Pruning or felling trees or vegetation near overhead electric lines, including the service wire into a building.
- Carrying out building work, scaffolding or demolition adjacent to overhead electric lines.
- Painting fascia, replacing roofing, guttering or external cladding near service line point of entry to a building.
- Operating cranes, tip trucks, cane harvesters, elevated work platforms, fork lifts, grain augers, excavators, irrigators, etc near OH electric lines.
- Erecting or maintaining advertising signs or billboards near overhead electric lines.
- Dam or levee bank construction.

Examples of work activities that could involve risk of damage to underground cables or earthing systems include but are not limited to:

- Digging holes, excavating, sawing, trenching, under boring, sinking bore holes, earthworks or laying cables, pipes, etc or driving implements into the ground (e.g. star pickets, fence posts) near where underground cables or earthing systems may be located.

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

4.2. Are you working or planning to work near overhead or underground electric lines?

Electrical Safety Regulation Section 68 requires that before carrying out any work at a workplace where there is a risk of any person, plant or thing encroaching the exclusion zone of overhead electric lines, the person, worker or PCBU is required to ensure that the potential hazards are identified, a risk assessment conducted and the necessary control measures implemented to minimise electrical safety risks to ensure the safety of all workers and other persons at the workplace. The Electrical Safety Regulation 2013 and Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines detail the Exclusion Zones that must be maintained.

4.2.1 Work near overhead electric lines

Where a risk assessment has been conducted and control measures implemented in accordance with requirement of Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines and Electricity Entity Requirements (this document) and it has identified that exclusion zones from overhead electric lines cannot be maintained, the person, worker or PCBU is then required to contact Electricity Entity and request written Safety Advice (refer Section 4.3 below).

The person, worker or PCBU shall be required to maintain exclusion zones until such times as the Electricity Entity has provided written Safety Advice.

A person, worker or PCBU would not be required to contact the Electricity Entity and request a written Safety Advice where their risk assessment and implemented control measures ensure that exclusion zones from overhead electric lines will be maintained throughout performance of work to be undertaken at a particular site.

4.2.2 Exclusion Zones

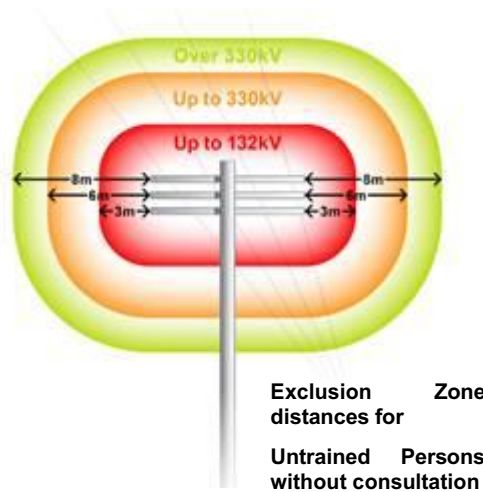
An exclusion zone is a safety envelope around an overhead electric line. No part of a worker, operating plant or vehicle should enter an exclusion zone while the overhead electric line is energised (live).

Exclusion zones keep people, operating plant and vehicles a safe distance from energised overhead lines.

You must keep yourself and anything associated with the work activity out of the exclusion zone (e.g. a safe distance) unless it is not reasonably practicable to do so; and the person conducting a business or undertaking complies with the requirements of Section 68(2) of the Electrical Safety Regulation in relation to:

- conducting a risk assessment.
- implementing control measures
- adhering to any requirements of an Electricity Entity responsible for the line

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines



Exclusion Zone - Untrained Person (distances in mm)

Nominal phase to phase voltage of electric line	Untrained Person		
	Person	Operating Plant	Operating Vehicles
Insulated LV: Consultation with and verified by the Entity	No exclusion zone prescribed	1000	300
LV with NO consultation with Electricity Entity	3000	3000	600
LV With consultation with Electricity Entity	1000		
>LV up to 33 kV with NO consultation with Electricity Entity	3000		900
LV up to 33 kV with consultation with Electricity Entity	2000		
>33 kV up to 132 kV	3000	6000	2100
>132 kV up to 220 kV	4500		2900
>220 kV up to 275 kV	5000		
>275 kV up to 330 kV	6000		3400

(information extracted from Electrical Safety Regulation 2013 Schedule 2)

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

Exclusion Zone - Instructed Person and Authorised Person (distances in mm)

Nominal phase to phase Voltage of electric line	Instructed Person (IP) & Authorised Person (AP)		
	AP and IP	Operating Plant with Safety Observer or another Safe System of work	Operating of Vehicles
Insulated LV: Consultation with and verified by the Entity	No exclusion zone prescribed	No exclusion zone prescribed	No exclusion zone prescribed
LV	No exclusion zone prescribed	1000	600
>LV up to 33 kV	700	1200	700
>33 kV up to 50 kV	750	1300	750
>50 kV up to 66 kV	1000	1400	1000
>66 kV up to 110 kV		1800	
>110 up to 132	1200		1200
>132 kV up to 220 kV	1800	2400	1800
>220 kV up to 275 kV	2300	3000	2300
>275kV up to 330kV	3000	3700	3000

(information extracted from Electrical Safety Regulation 2013 Schedule 2)

4.2.3 Work near underground electrical lines (underground electrical assets)

Before carrying out any earthworks at a location, the person, worker or PCBU is required to ensure that the potential hazards are identified, a risk assessment conducted, and the necessary control measures implemented to minimise the risk of damaging identified or unidentified underground electrical assets and to ensure the safety of all workers and other persons at the workplace. The Electrical Safety Regulation 2013 and Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines and Electricity Entity Requirements detail the requirement for work near underground electric lines.

4.3. Obtaining Safety Advice

To obtain written Safety Advice where identified as being required in Section 4.2.1 above, complete the Safety Advice Request Form which is accessible via the Electricity Entity website:

Energex: [Safety Advice Request Form](#)

Ergon Energy: [Safety Advice Request Form](#)

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

On receipt, the Electricity Entity will contact the Applicant to advise date and time to meet at site to provide written Safety Advice. It is advisable to bring to the meeting your copy of the Electrical Safety Code of Practice 2020 Working Near Overhead and Underground Electric Lines (and Before You Dig Australia Plan for location of underground assets where required), as reference to this will be necessary during the meeting. Control measures provided by the Electricity Entity may incur a fee.

Failure to adhere to the Electrical Safety Regulation Section 68 requirements and mandatory control measures as documented on written Safety Advice as issued will result in written non-compliance advice being sent to the Electrical Safety Office.

Where this work is required to occur on a regular basis at a workplace, the PCBU may consider arranging to have one or more employees trained and subsequently accredited with the Electricity Entity as Authorised Persons.

4.4. Authorised Person and how to become one?

Under the Electrical Safety Regulation 2013, the exclusion zones for working near or operating plant or vehicles near exposed, low voltage or high voltage electric lines vary depending on whether a person is classed as an "Untrained Person", "Authorised Person" or "Instructed Person". An Authorised Person is permitted to carry out work closer to the electric lines than an Untrained Person (refer Electrical Safety Code of Practice 2020 Working Near Overhead and Underground Electric Lines Appendix B Exclusion Zones for Overhead Electric Lines).

To become an Authorised Person, the employer / self-employed person must first satisfy the "person in control" of the electric line, in this case the Electricity Entity, that their Applicants possess the required competencies. They must then apply in writing to Electricity Entity for approval.

Removal or replacement of LV service fuse to permit work on consumers' mains, installation switchboard, consumer's terminals or eliminate an exclusion that would exist requires the Electrical Mechanic to hold a current Queensland Electrical Mechanic Licence and perform the work in accordance with their documented safe system of work.

An 'Authorised Person' Electrical **must not**:

- a. confirm the insulation properties of Ergon Energy Network or Energex electric lines;
- b. work on or have direct contact with the works of an electricity entity (the works of Ergon Energy Network or Energex) including the entities' electrical lines, electrical installations, electrical equipment or other entity infrastructure unless specifically approved;
- c. replace a blown low voltage (**LV**) fuse after loss of supply to a customer's connection;
- d. reinstate an LV service fuse that has been removed by Ergon Energy Network or Energex;
- e. alter, remove or relocate an Ergon Energy Network or Energex overhead LV service line or LV pillar connection;
- f. perform LV isolation within locked Ergon Energy Network or Energex assets;
- g. perform unauthorised work within locked Ergon Energy Network or Energex assets; or
- h. climb Ergon Energy Network or Energex electricity poles or other infrastructure.

An Authorised Person' Electrical **is approved** to undertake the following activities:

- i. work on or near the point of attachment of Ergon Energy's or Energex's termination;
- j. remove and replace LV service fuses when required to isolate a service line to eliminate the exclusion zone around the LV service line, or to work on the Customer's consumer mains or switchboard;
- k. isolate a Customer's LV service line at an underground pillar or service pole by removing a fuse wedge(s) from a service line, in accordance with electricity industry practices; or

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

- I. Safety Observing under schedule 2 of the *Electrical Safety Regulation 2013 (Qld)* for the operation of operating plant, after receiving appropriate training to perform the role.

An 'Authorised Person' Non-Electrical **must not**:

- a. confirm the insulation properties of Ergon Energy Network or Energex electric lines;
- b. work on or have direct contact with the works of an electricity entity (the works of Ergon Energy Network or Energex) including the entities' electrical lines, electrical installations, electrical equipment or other entity infrastructure unless specifically approved; or
- c. climb Ergon Energy Network or Energex electricity poles or other infrastructure.

An 'Authorised Person Non-Electrical' **is approved** to undertake the following activities:

- d. Safety Observing under schedule 2 of the *Electrical Safety Regulation 2013 (Qld)* for the operation of operating plant, after receiving appropriate training to perform the role.

Websites

Energex: [Authorised person | Energex](#)

Ergon Energy: [Authorised person | Ergon Energy](#)

4.5. Contacting Electricity Entity for Safety Advice or Authorised Person Enquiries

By phone: Call Electricity Entity on General Enquiries phone number:

Energex:

- General Enquiries - ph 13 12 53

Ergon Energy:

- General Enquiries - ph 13 74 66

By email

Authorised Persons: AuthorisedPerson@energyq.com.au

Safety Advice: SafetyAdvice@energyq.com.au

Websites

Energex: [Safety advice | Energex](#)

Ergon Energy: [Safety advice | Ergon Energy](#)

5. OVERHEAD ELECTRIC LINES

The following table sets out preparatory work options that may be required to be performed by the Electricity Entity (or electrical contractor where identified as being permitted who is an Authorised Person - Electrical) to assist a person, worker or PCBU in minimising the electrical safety risks of, encroaching within the exclusion zone or, contact with electric lines.

Category of work		Description	Costing arrangement
Safety Advice	Base information	Provide Safety Advice (Can only be performed by the Entity)	Nil cost to customer.

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

Category of work		Description	Costing arrangement
LV Service isolation	1. Isolation carried out by customer's electrical contractor	Isolation of overhead or underground service by removal of the service fuse(s). (Preferred option to isolate supply and eliminate the exclusion zone).	No involvement by the Electricity Entity. May be a cost charged by the customer's electrical contractor.
	2. Isolation carried out by Electricity Entity	Customer requested isolation of overhead or underground service by removal of the service fuse(s) or Customer requested physical disconnection and reconnection of overhead or underground service.	Cost to customer.
Insulation integrity verification	3. Verification of insulation integrity to reduce exclusion zone to no exclusion zone prescribed e.g. no contact permitted	Verification of insulation integrity to classify as insulated service - Insulation integrity can only be verified at the time of inspection - visual inspection is required before confirmation in all cases. When service insulation integrity verified - no exclusion zone prescribed e.g. no contact permitted. (Can only be performed by the Entity)	Cost to customer.
Service replacement	4. Open wire service, service fuse(s) at house/building	Replacement of service with new XLPE service cable and service fuse(s) installed at origin (pole end) of service to allow isolation of service. Insulation integrity can be verified for new XLPE services at the time of installation - visual inspection is required before confirmation.	Nil cost to customer for service replacement. Customer responsible for necessary installation, Mains Connection Box and service support bracket upgrade and associated costs if required.

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

Category of work		Description	Costing arrangement
		Service installations where: a. the consumer's mains cannot be insulated and an exclusion zone must be maintained, and b. the service cannot be isolated at the service fuse. Service to be isolated by breaking the service cable connection to the LV mains at the pole. Service fuse(s) to be installed at origin (pole end) of service prior to reconnection.	Nil cost to customer for first disconnection and reconnection. Cost to customer for subsequent requests.
	5. All other service replacements	Customer requested replacement of existing service with new XLPE service cable to classify as insulated service, in lieu of isolation, to allow work close (no exclusion zone prescribed e.g. no contact permitted). Service fuse(s) to be installed at origin (pole end) of service.	Cost to customer for service replacement. Customer responsible for necessary installation, Mains Connection Box and service support bracket upgrade and associated costs if required.
Tiger Tails	Installation of Tiger Tails (for visual indication only - not for providing electrical insulation of LV mains)	Customer requested coverage of LV mains for visual indication only (not permitted on HV mains). The Entity may also fit tiger tails to LV service line for visual indication only.	Cost to customer.
Aerial Markers	Installation of aerial marker flags or rota markers (for visual indication only)	Customer requested temporary or permanent installation of appropriate aerial marker devices on LV or HV mains.	Cost to customer.
Switching	Customer requested switching	Customer requested switching to allow customer/contractor to work close (no exclusion zone prescribed e.g. no contact permitted).	Cost to customer.

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

5.1. Isolation of supply to customer installation to eliminate exclusion zone around LV service line

An Electrical Mechanic (holding current Queensland Licence) working on behalf of an electrical contractor and accredited with the Electricity Entity as an Authorised Person (Electrical) is permitted to remove and replace LV service fuse(s) when isolation of customer LV service line is required to eliminate the exclusion zone around the LV service line, or to work on the customer's mains and/or switchboard. Isolation of the customer's LV service line by an Authorised Person (Electrical) is only permitted at an underground service pillar or service pole by removing a fuse wedge(s) from a service line, in accordance with Electricity Industry practices e.g. from ground level using appropriate insulated tools, PPE and insulating mats. In those situations where the service fuse/circuit breaker is not located at supply end of the LV service, contact the Electricity Entity to arrange for Safety Advice where elimination of exclusion zone around LV service line is required.

Any controls used by the Authorised Person (Electrical) to identify and confirm isolation and ensure supply to the customer's installation is not inadvertently re-energised shall comply with Electrical Safety Regulation 2013 Section 14 and 15 requirements.

NOTE: The Authorised Person (Electrical) will not be permitted to replace a blown LV service fuse(s) after loss of supply to a customer's installation or to alter the Electricity Entity overhead LV services. The low voltage pole top service fuse shall only be removed by use of an approved, in test, insulated telescopic pole device while standing at ground level and wearing class 00 insulating gloves. At no time is it permissible for an Authorised Person (Electrical) to climb or work aloft on the Electricity Entity's poles or assets unless approved by the Electricity Entity.

5.2. Operating Plant

It can be extremely difficult for operating plant operators to see overhead lines and to judge distances from them. Contact with overhead lines can pose a risk of grounding live conductors and electrocution.

In many cases the likelihood of damage or injury can be reduced by setting up and operating the machinery well clear of overhead electric lines.

In situations where operating plant is operated by an Authorised Person or Instructed Person without a Safety Observer or another safe system, the exclusion zone requirements (refer Section 1) for an Untrained Person applies (refer Electrical Safety Regulation 2013 Schedule 2 or Electrical Safety Code of Practice 2020 Working Near Overhead and Underground Electric Lines).

For an Authorised or Instructed Person and their Operating Plant to approach overhead electric lines closer than the exclusion zone distances for an Untrained Person, a Safety Observer or another safe system shall be used. Refer to the Electrical Safety Regulation 2013 and the Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines for exclusion zone distances for Authorised and Instructed Persons operating plant with a Safety Observer or another safe system.



Where a Safety Observer is used, the Safety Observer shall:

- Be trained to perform the role.
- Not be required to carry out any other duties at the time, and
- Not be required to observe more than one item of plant operating at a time, and
- Attend all times when the item of plant is operating.

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

Other control measures for operating plant may include, but are not restricted to:

- Constructing physical barriers or height warning indicators either side of the overhead electric line that are lower than the maximum travel height permissible without encroaching within the exclusion zone of the overhead electric line.
- Applying appropriate signage at least 8 to 10 m either side of overhead electric lines.
- Arrange for visual indicators such as Rota Markers, Tiger Tails or aerial markers to fitted to the overhead electric lines - only erected by the Electricity Entity (tiger tails are only permitted on LV mains).
- Ground barriers, where appropriate.
- Informing workers of required work practices.
- Ensuring operators are aware of the height and reach of their machinery in both stowed and working positions.
- Lowering all machinery to the transport position when relocating.
- Providing workers with maps or diagrams showing the location of underground and overhead electric lines, and
- Where possible, directing work away from overhead electric lines not towards them.

5.3. Scaffolding Requirements

The following information provided is for guidance only and shall be read in conjunction with the Electrical Safety Regulation 2013, Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines and AS/NZS 4576:1995: Guidelines for Scaffolding.

Requirements shall be complied with where scaffolding is required to be erected within 4 m of nearby overhead electric lines:

- The scaffolding shall not be erected before contacting and obtaining Safety Advice from the Electricity Entity.
- Erection of scaffolding to comply with requirements of AS/NZS 4576:1995: Guidelines for Scaffolding.

The scaffolding can be either:

- nonconductive material scaffolding; or
- metallic scaffolding with solid nonconductive barriers (with no gaps, holes or cuts) securely fixed to the outside and/or top of the scaffolding to prevent encroachment within exclusion zones or contact with the energised mains.

Where scaffolding is erected within 3 m of nearby overhead electric lines:

- It shall be fitted with fully enclosed non-conductive solid barriers to prevent encroachment within exclusion zones or contact with the energised mains fully enclosed.
- The person required to erect and/or disassemble scaffolding as well as the required solid barrier affixed to the scaffolding should be an Authorised Person (approved in writing by the Electricity Entity - refer requirements of Section 1.4 of this Reference).
- A Safety Observer shall be used during performance of this work where there is a risk of encroachment within 3 m of nearby energised overhead electric lines for voltages up to 33 kV. Additional requirements may apply for voltage levels above 33 kV, contact the Electricity Entity for consultation.

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

- Alternatively, consideration should be given to the de-energisation of the nearby electric lines where possible for the duration of this work. Additional requirements may apply for voltage levels above 33 kV, contact the Electricity Entity for consultation.
- Comply with the horizontal and vertical statutory clearances from overhead electric lines as set out in Electrical Safety Regulation 2013 Schedule 4.
- Persons are not permitted to go outside of or climb on top of the solid barrier fixed on the outside and/or top of the scaffolding.

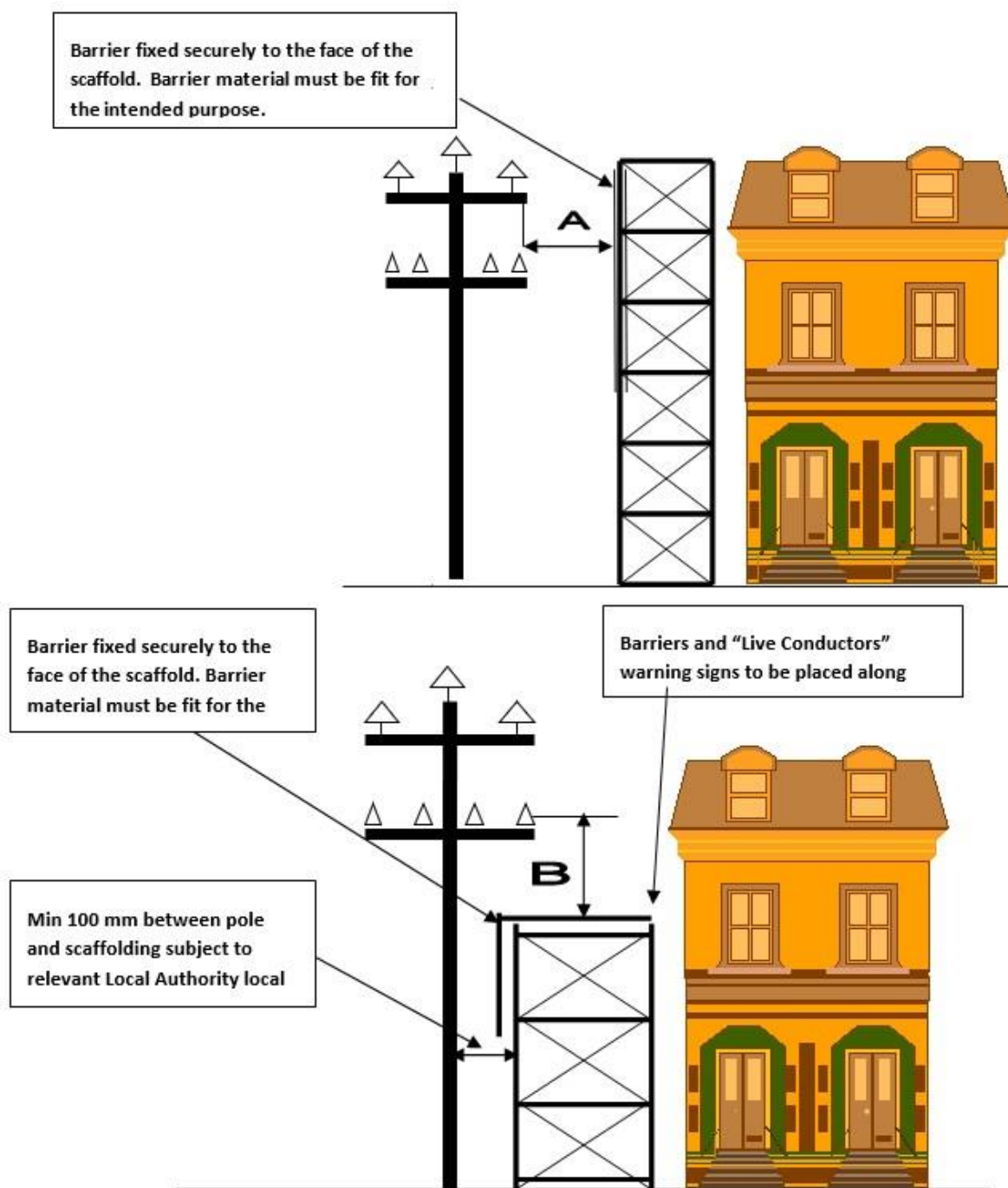
Where an insulated low voltage service line passes through the scaffolding, it should either be de-energised for duration of work or be fully enclosed by non-conductive material (e.g. form ply).

Minimum statutory clearances from nearby overhead electric lines for scaffolding erected with barriers affixed.

Voltage Level	Horizontal Distance "A" (in metres)	Vertical Distance "B" (in metres)
Low voltage conductors (uninsulated)	1.5m	2.7m
Low voltage conductors (insulated) - these distances can only be applied after the integrity of the insulation has been verified by the Electricity Entity	0.3m	0.6m
Above LV and up to 33 kV (uninsulated)	1.5m	3.0m
Above LV and up to 33 kV (insulated)	Contact Electricity Entity for consultation.	
Above 33 kV (uninsulated)	Additional requirements may apply for voltage levels above 33 kV, contact the Electricity Entity for consultation.	

NOTE: Dimensions "A" and "B" is between the scaffolding and the closest conductor of the overhead electric line. Dimension B is also taken from the lowest part of the mid span sag adjacent to the scaffolding.

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5.4. High Load transport under Overhead Electric Lines

Any person or company transporting a High Load (load in excess of 4.6 m high) under overhead electric lines must comply with Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines and is required to submit a Notification to Transport High Load form to the relevant Electricity Entity of the intended route and details of the high load involved. Before any person or company can transport a high load (load in excess of 4.6 m high), authorisation to travel must be received in writing from the Electricity Entity. Refer details below to contact the Electricity Entity for high load enquiries or to submit Notification to Transport High Load form:

Email: highloads@energyq.com.au

Phone: (07) 4932 7566 (7:30am to 3:00pm, Monday to Friday)

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

Energex: [Vehicles with high loads | Energex](#)

Ergon Energy: [Vehicles with high loads | Ergon Energy](#)

The Road Transport Operator has the overarching responsibility of transporting the load and is required to comply with the directions of the police, pilot, High Load Escort, and Energex / Ergon Energy Network.

When arranging the transporting of the high load, the Road Transport Operator shall determine the lowest practicable height that the load can be reduced to.

The Road Transport Operator is to have a Safe System of Work in place that supports the safe transportation of the High Load so as not to breach any exclusion zone to Entity powerlines or assets along the travel route.

5.5. Additional Details and Fact Sheets on Electricity Entity Requirements

Additional details and Fact Sheets on Electricity Entity requirements for working near overhead electric lines are located on the following internet sites

Energex: [Working near powerlines | Energex](#)

Ergon Energy: [Working near powerlines | Ergon Energy](#)

6. UNDERGROUND ELECTRICAL ASSETS

6.1. Responsibilities When Working in the Vicinity of Electricity Entity Underground Electrical Assets

Everyone has a legal “Duty of Care” that must be observed when working in the vicinity of underground electrical assets which includes underground cables, conduits and other associated underground equipment. When discharging this “Duty of Care” in relation to Electricity Entity underground electrical assets, the following points must be considered:

1. It is the responsibility of the architect, consulting Engineer, developer, and principal contractor in the project planning stages to design for minimal impact and protection of Electricity Entity underground electrical assets. The Electricity Entity will provide plans on request via BYDA showing the presence of the underground electrical assets to assist at this design stage.
2. It is the constructor’s responsibility to:
 - a. Anticipate and request BYDA plans of Electricity Entity underground electrical assets for a particular location at a reasonable time before earthworks begins.
 - b. Visually locate Electricity Entity underground electrical assets by use of an electronic cable locator followed by careful non-mechanical excavation (potholing using hydrovac or hand tools) when earthworks activities may damage or interfere with Electricity Entity plant.
 - c. After completion of steps (a) and (b) above, if there is a risk of the Electricity Entity underground electrical assets being damaged or its structural integrity compromised by your planned earthworks activities, contact the Electricity Entity (General Enquiries phone number - refer page 3) for further advice.

A constructor may include but not limited to designer, project manager, installer, contractor, civil contractor.

3. The alignments and boundaries contained within BYDA plans and maps will sometimes differ from present alignments and boundaries “on the ground”. Accordingly, in every case, the constructor should obtain confirmation of the actual position of Electricity Entity cables and pipelines under the roadways by non-mechanical excavation (potholing using hydrovac or

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

hand tools) when earthworks activities may damage or interfere with Electricity Entity underground electrical assets. In no case should the constructor rely on statements of third parties in relation to the position of Electricity Entity underground electrical assets.

6.2. Conditions of Supply of Information

- Plans and details of Electricity Entity underground electrical assets provided by BYDA are only current for 4 weeks from the date of dispatch and should not be referred to after this period, if you go past this time, please re-apply to BYDA as underground services may have been updated.



- The Electricity Entity agrees to provide plans if an Electricity Entity underground electrical assets location request is made to Before You Dig Australia (BYDA), online at <https://www.byda.com.au> or the free iPhone Application, only on the basis that at least 2 business day notice is given and the BYDA applicant agrees to the terms of this agreement.

Note that the Electricity Entity only provides information on underground electrical assets it owns. Contact the owner of any privately owned underground electrical assets for details of their assets located at site.

- The Electricity Entity retains copyright of all plans and details provided in connection to your request.
- BYDA plans or other details are provided for the use of the BYDA applicant, its servants, or agents, for the sole purpose of the applicant's responsibilities in relation to the Electricity Entity underground electrical assets and shall not be used for any other purpose.
- BYDA plans are diagrams only and indicate the presence of Electricity Entity underground electrical assets in the general vicinity of the geographical area shown. Exact ground cover and alignments cannot be given with any certainty as such levels can change over time.
- On receipt of BYDA plans and before commencing excavation work or similar activities near Electricity Entity's underground electrical assets, carefully locate this plant first to avoid damage.
- The Electricity Entity, its servants or agents shall not be liable for any loss or damage caused or occasioned by the use of plans and of details so supplied to the BYDA applicant, its servants or agents, and the BYDA applicant agrees to indemnify the Electricity Entity against any claim or demand for any such loss or damage to the BYDA applicant, its servants, or agents or to any third party.
- The constructor is responsible for all damages to the Electricity Entity underground electrical assets when work commences prior to obtaining BYDA plans, or at any time after that for failure to follow agreed instructions contained in this document or any other advice provided by the Electricity Entity.
- By undertaking any work, you acknowledge that the Electricity Entity reserves all rights to recover compensation for loss or damage to the Electricity Entity caused by interference or damage, including consequential loss and damage to its cable network, or other property.
- Be aware that some underground conduits may contain asbestos. Refer to "Code of Practice for the Management and Control of Asbestos in Workplace [NOHSC: 2018 (2005)]" for guidance.

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

6.3. When Working in the Vicinity of Electricity Entity Underground Electrical Assets, You Must Observe the Following Conditions

6.3.1 Records

The first step before any excavation commences is to obtain BYDA plans of Electricity Entity underground electrical assets in the vicinity of the work. For new work, records should be obtained during the planning and design stage. The records provided by BYDA must be made available to all relevant work groups on site. Where underground electrical asset information is transferred to plans for the proposed work, care must be exercised that important detail is not lost in the process.

6.3.2 Location of underground electrical assets

Examining the records is not sufficient, as reference points may change from the time of installation. Records must also be physically proven when working in close proximity to underground electrical assets. The exact location of underground electrical assets likely to be affected shall be confirmed by use of an electronic cable locator followed by careful non mechanical excavation to the level of concrete slabs or conduits. Non mechanical excavation (potholing using hydrovac or hand tools) must be used in advance of excavators. In any case, where doubt exists with respect to interpretation of cable records, contact the Electricity Entity (General Enquiries phone number - refer page 3) for further advice.

If during excavation, cables or conduits are damaged:

- call Electricity Entity (Emergencies phone number - refer page 3) to report damaged cables or conduits.
- treat cables as if alive, post a person to keep all others clear of the excavation until the Electricity Entity crew attend to make safe.

If **unknown** cables or conduits (e.g. not shown on issued BYDA plans) are located during excavation:

- call Electricity Entity (Emergencies phone number - refer page 3) to report.
- treat cables as if alive, post a person to keep all others clear of the excavation until the Electricity Entity crew attend to make safe.

If the constructor is unable to locate Electricity Entity underground electrical assets within 2.5 m of nominal plan locations, they should contact the Electricity Entity (General Enquiries phone number - refer page 3) for further advice.

6.3.3 Remote or On-Site Cable Location conducted by Electricity Entity

This service shall only be provided at Electricity Entity's discretion:

- The Electricity Entity may provide this site visit only when underground cables (33 kV or above) are present.
- Due to remote locations where external cable locator or hydro vac service providers are not readily available, Electricity Entity may attend site and assist with cable location (fees may apply for this service).
- The Electricity Entity may provide either remote over the phone or on-site cable location advice to assist in the location of Electricity Entity underground electrical assets, including how to visually locate and protect the plant when excavating.
- Where the Electricity Entity provides on-site cable location advice, any markings provided for the purpose of identifying cable location are for general guidance only, and the constructor

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

is still responsible for non-mechanical excavation (potholing using hydrovac or hand tools) to visually locate Electricity Entity underground electrical assets.

- If the constructor is unable to locate Electricity Entity underground electrical assets within 2.5 m of nominal plan locations, they should contact Electricity Entity (General Enquiries phone number - refer page 3) to request further advice.

6.3.4 Electrical Cables

Electricity Entity cables may have warning covers e.g.:

- Clay paving bricks or tiles marked "Electricity" or similar (also unmarked)
- Concrete or PVC cover slabs
- PVC, asbestos or fibro conduit, fibre reinforced concrete, iron or steel pipe
- Concrete encased PVC or steel pipe
- Thin plastic marker tape
- Large pipes housing multiple ducts
- Multiple duct systems, including earthenware or concrete

NOTE: Some cables are known to be buried without covers.

6.3.5 Separation from Electricity Entity underground electrical assets

If location plans or visual location of Electricity Entity underground electrical assets by non-mechanical excavation (potholing using hydrovac or hand tools) reveals that the location of Electricity Entity underground electrical assets is situated where the developer or constructor plans to work, then contact the Electricity Entity (General Enquiries phone number - refer page 3) for further advice.

The developer or constructor shall ensure that minimum separation distance from Electricity Entity underground electrical assets (refer Minimum Separation Requirements tables below) is complied with when installing, altering or repairing other underground services located in the vicinity.

If the Electricity Entity relocation or protection works are part of the agreed solution, then payment to the Electricity Entity for the cost of this work shall be the responsibility of the principal developer or constructor. The Electricity Entity will provide an estimate for work on receipt of the developer's or constructor's order number before work proceeds.

It will be necessary for the developer or constructor to provide the Electricity Entity with a written Work Method Statement for all works in the vicinity of, or involving Electricity Entity underground electrical assets. This Work Method Statement should form part of the tendering documentation and work instruction. All Work Method Statements shall be submitted to the Electricity Entity prior to the commencement of site earthworks.

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

Minimum Separation Requirements

Underground Services Running Parallel with Electricity Entity Electrical Assets (Minimum Separation required in mm)							
Voltage Level	Gas	Communication or TV	Water		Sanitary drainage		Storm Water
			≤DN 200	>DN200	≤DN 200	>DN 200	
LV	300 (Ergon)	100	500	*1000	500	1000	500
HV	250 (Energex)	300					
*Contact your local utility/council to obtain specific separation distances							

Underground Services Crossing Electricity Entity Electrical Assets (Minimum Separation required in mm)					
Voltage Level	Gas	Communication or TV	Water	Sanitary drainage	Storm Water
LV	100	100	300	300	100
HV					

Notes:

- These clearances are each Electricity Entity's minimum requirements, additional separation may be required by the Service Owner. The greater of the separation requirements shall apply.
- Where the above tables do not list a separation requirement for a particular underground service type, the following minimum separation from electricity entity electrical assets shall apply:
 - LV = 100 mm
 - HV = 300 mm
- Compliance with these minimum separation requirements does not guarantee that issues such as Earth Potential Rise (EPR) and Low Frequency Induction (LFI) are managed, where these issues need to be managed, advice will need to be sought from an RPEQ Engineer
- All separation distances are measured from the exterior surface of the conduit / cable not centrelines or inner wall surfaces.

6.4. Additional Details and Fact Sheets on Electricity Entity Requirements

Additional details and Fact Sheets on Electricity Entity requirements for working near underground electrical assets are located on the following internet sites.

Energex: [Working near powerlines | Energex](#)

Ergon Energy: [Working near powerlines | Ergon Energy](#)

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

7. EXCAVATION

7.1. Excavating near Poles and Stay Wires

The following requirements are to be compiled with to minimise the risk of compromising the structural integrity of the Electricity Entity poles and stay foundations when excavation or trenching work is performed nearby that could result in the failure of one or more poles and grounding of supported electric lines.

- Excavation and trenching work undertaken by a person, worker or PCBU in the vicinity of poles and stay foundations shall:
- only be commenced after requirements of Section 3 have been complied with for any underground electrical assets located within the work site.
- upon completion of excavation and site earthworks do not restrict the Electricity Entity vehicle access to pole site for purpose of carrying out maintenance activities.
- comply with exclusion zones as detailed in the Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines.
- not be attempted:
 - within 5 m (horizontal distance) of **pole stays** where the excavation depth is greater than 250 mm before contacting the Electricity Entity to determine requirements.
 - within 5 m (horizontal distance) of Electricity Entity poles with earth leads or cables running down into the ground before contacting the Electricity Entity to determine requirements.
 - within “Do Not Disturb” zone of pole prior to a certified engineering assessment having been completed by a Registered Professional Engineer Queensland, and then reviewed and approved by the Electricity Entity before proceeding with work. Approval by the Electricity Entity shall not relieve the PCBU of its duties to perform the work in a safe and proper manner and in accordance with all applicable legislation.
 - if the soil is exceedingly wet (saturated) or there is more than minimal wind loading unless additional pole support is provided in accordance with certified engineering assessment and approved by Electricity Entity.
 - when a severe weather event is occurring or expected (e.g. severe weather warning has been issued by Bureau of Meteorology).
- be backfilled as soon as possible (within same day where pole is required to be supported) soil mechanically compacted in layers of 150 mm and all rock and vegetable material excluded from the backfill.
- be backfilled and pole stabilised before removal of additional support required by a certified engineering assessment are permitted to be removed.

The PCBU shall be responsible for arrangement and costs of required certified engineering assessments, approvals by other regulatory bodies (eg councils, Main Roads, pipeline owners, telecommunication owners) and placement and removal of associated pole supporting equipment.

Electricity Entity poles must not be fitted with non-approved pole holding devices.

Only approved mechanical holding devices (e.g. Proline, Borer Lifter, etc) used in accordance with a certified engineering assessment are permitted and shall be:

- only attached and removed by the Electricity Entity or persons approved by the Electricity Entity.

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

- used to restrain both the pole head and foot to maintain pole stability during nearby excavation work.
- set up and positioned to maximise support effectiveness and minimise impact on traffic, pedestrian, excavation and machinery at site; and maintain exclusion zone from overhead lines. If insufficient clearance exists to maintain exclusion zones to pole supporting equipment, arrangements may be required for de-energising the electric line.

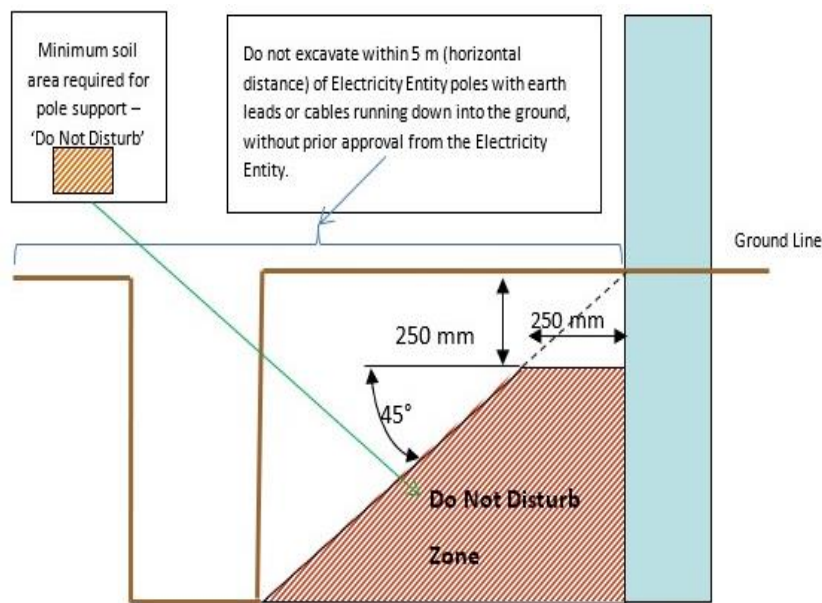


Figure 1 - Do Not Disturb Zone requirements when excavating near poles

Maximum Trench Depth	Minimum Distance from pole without pole support
Not more than 0.25 m (250 mm)	Can trench or hand dig (where cables and leads exist) right up to pole
1.0 m	1.0 m
1.5 m	1.5 m
2.0 m	2.0 m
2.5 m	2.5 m
3.0 m	3.0 m

7.1.1 Certified Engineering Assessment

Where required to be provided by the PCBU, a Certified Engineering Assessment shall:

- Ensure the stability of the Electricity Entity poles and foundations is maintained during and as a result of excavation work completed within the 'Do Not Disturb' zone.
- Include detailed design drawing of pole support method.
- Be completed and certified by a Registered Professional Engineer Queensland.
- Consider and address the following key points as a minimum:
 - Pole loading (vertical and lateral) including line deviation angles, direction of lean (towards or away from resultant loading)

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

- Direction of pole lean.
- Pole inspection (conducted to meet the Electricity Entity's requirements at customer cost)
- Pole foundation depth
- Proximity of excavation in relation to pole
- Soil condition
- Proposed shoring methods as well as installation and removal process
- Duration and staging of work
- Requirement to independently support pole during work
- Proximity of existing adjacent underground services and excavations
- Proposed backfilling and reinstatement method
- Monitoring and engineering/ geotechnical supervision during excavation work progress
- Other equipment attached to pole (e.g. underground cables, transformer, ACR, ABS.) must be taken into consideration and in some circumstances will prevent the pole being supported.

7.2. Excavating Near Underground Electrical Assets

For all work within 2.5 m of nominal location, the constructor is required to use non-mechanical excavation (potholing using hydrovac or hand tools) and expose the underground electrical assets, hence proving its exact location before earthworks can commence.

7.2.1 Excavating Parallel to Underground Electrical Assets

If excavation work is parallel to the Electricity Entity underground electrical cables, then non mechanical excavation (potholing using hydrovac or hand tools) at least every 4 m is required to establish the location of all cables, hence confirming nominal locations before work can commence. If an excavation exceeds the depth of the cables and it is likely that the covers or bedding material around the cables/pipes will move causing Electricity Entity cables or conduits to be unsupported, contact Electricity Entity (General Enquiries phone number - refer page 3) for further advice.

NOTE: Be aware that cable depths and directions may change suddenly along the route.

7.2.2 Excavating Across Underground Electrical Assets

Refer Minimum Separation Requirements table in Section 6.3.5 of this document for distances that shall be maintained to prevent inadvertent contact with or damage to underground electrical assets. If the width or depth of excavation is such that the Electricity Entity cables will be unsupported, contact Electricity Entity (General Enquiries phone number - refer page 3) for further advice. In no case shall a cable cover be removed without approval. A cable cover may only be replaced under the supervision of an Electricity Entity officer. Protective cover strips when removed must be replaced under Electricity Entity supervision. Under no circumstances shall protective cover strips be omitted to achieve the minimum separation distance required between Electricity Entity cables and other underground services.

7.2.3 Heavy Machinery Operation Over Underground Electrical Assets

Where heavy "crawler" or "vibration" type machinery is operated over the top of cables, a minimum cover of 450 mm to the cable protective cover must be maintained. Alternatively, subject to a Certified Engineering Assessment, use load bearing protection whilst the machinery is in operation.

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

7.2.4 Directional Boring Near Underground Electrical Assets

When boring parallel to cables, it is essential that trial holes are carefully dug using non mechanical excavation (pot holing using hydrovac or hand tools) at regular intervals to prove the actual location of the conduits/cables before using boring machinery. Where it is required to bore across the line of cables/conduits, the actual location of the cables/conduits shall be proven by non-mechanical excavation (pot holing using hydrovac or hand tools). A trench shall be excavated 1 m from the side of the cables where the auger will approach to ensure a minimum clearance of 500 mm from cables/conduits can be maintained.

7.2.5 Hydro Vac Operation

When operating hydro vac equipment to excavate in vicinity of underground electrical assets (cables/conduits):

- Fitted with:
 - nonconductive (neoprene rubber or equivalent) vacuum (suction) hose.
 - oscillating nozzle on pressure wand with water pressure adjusted to not exceeding 2000 psi.
- Maintain a minimum distance of 200 mm between end of pressure wand and underground electrical assets. DO NOT insert the pressure wand jet directly into subsoil.
- Ensure pressure wand is not directly aimed at underground electrical assets (cables / conduits).

7.3. Blasting

Explosives must not be used within 5 m of cables/conduits, unless an engineering report is provided indicating that no damage will be sustained. Clearances shall be obtained from the Electricity Entity for use of explosives in the vicinity of cables/conduits. Contact Electricity Entity (General Enquiries phone number - refer page 3) for further advice.

The Electricity Entity will accept the level of 25 mm / sec as a peak component particle velocity upper limit as defined in AS 2187.2 Appendix J for blasting operations in the vicinity of these power lines.

Electric line insulators and conductors are particularly susceptible to damage from fly rock and adequate control measure including the use of blast mats shall be used to manage this. Contact Electricity Entity for consultation and application.

8. REPORTING DAMAGE CAUSED TO OVERHEAD OR UNDERGROUND ELECTRIC LINES

Any damage caused to the Electricity Entity overhead electric lines, poles, stays, underground cables, conduits and pipes must be reported no matter how insignificant the damage appears to be. Even very minor damage to cable protective coverings can lead to eventual failure of cables through corrosion of metal sheaths and moisture ingress.

All work in the vicinity of damaged overhead or underground electric lines shall cease and the area be made safe and vacated until clearance to continue earthworks has been obtained from the Electricity Entity. Call Electricity Entity (Emergencies phone number - refer page 3).

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

9. INFRASTRUCTURE NEAR ELECTRIC LINES

9.1. Easements and Wayleaves

This information, whilst not a legal document, has been developed to assist the community in answering some commonly asked questions about our easements and wayleaves, and briefly outlines what you can do where land is affected by an easement or where consent to installing electrical infrastructure has been given.

9.1.1 What is an Electricity Easement?

An electricity easement is the authority held by the Electricity Entity to use your land near overhead and underground electric lines and substations (electrical assets). Electricity Entity holds this authority for your own safety and to allow employees access to electrical assets at all times. Whilst it will depend on the terms of the particular grant of easement, electrical easements generally give the Electricity Entity the right to access, maintain, repair, rebuild and to restrict development within a defined area.

The easement, which is registered on the property's title, contains a plan showing the dimensions of the easement and its location on the property together with the rights and restrictions over the easement area. The Department of Natural Resources and Mines <https://www.resources.qld.gov.au/> or your solicitor will be able to provide this information. Easements may also exist for telephone lines, water and sewage mains and natural gas supply lines.

9.1.2 Why are easements necessary?

Easements are also created to allow the Electricity Entity clear, 24 hour access to the electric lines. It is important to keep the easement clear at all times so regular maintenance, line upgrades, damage or technical faults can be attended to immediately to provide a safe and reliable supply of electricity. Interference with Electricity Entity's rights and electrical equipment may compromise safety of the public and the occupiers of the property. Therefore, it is essential that Electricity Entity's rights are understood and observed.

9.1.3 How do I know if there are easements on my property?

Contact your solicitor or The Department of Natural Resources and Mines to obtain a Title Search that shows all registered easements on the property.

9.1.4 Who owns the land the easement is on?

The ownership of that land encumbered with the easement remains with the property owner.

9.1.5 How does an easement affect what I can do with my property?

An easement controls what you can build, what size trees you can plant and what outdoor activities you can carry out in the easement area.

An easement affects the use of the property by limiting the development that can be undertaken within the easement area. The exact rights granted to an Electricity Entity under an electricity easement will depend on the wording used in the grant of easement. Property owners and occupiers should also be aware that an Electricity Entity has the right of access to land to undertake certain works (including reading meters and disconnecting supply). These rights of access are granted by Queensland legislation not the easement and so may not be registered on the property's title and therefore may not be revealed in a Title Search.

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

9.1.6 Who is responsible for maintenance of easement area?

You must provide a continuous, unobstructed area along the full length of the easement to allow an Electricity Entity access to electric lines, transformers, underground cables and other equipment at all times. A width of 4.5 m is typically required for the safe passage of vehicles and heavy plant.

You must NOT place obstructions in the easement within 5 m of any electric lines, transformer, power pole, equipment or supporting wire.

Maintenance of the easement area is generally the responsibility of the property owner and/or occupier, however, complying with regulatory and safety requirements associated with Electricity Entity's electrical assets within the easement area is the responsibility of the Electricity Entity.

9.1.7 What type of maintenance work does Electricity Entity undertake on easements?

To enable Electricity Entity to construct, maintain, repair and rebuild electric lines on some properties, access roads and tracks are required on or adjacent to the easement area. As required, Electricity Entity is able to construct access tracks, retain the right of use of these tracks and maintain them to a suitable level to permit access for its vehicles. Where gates are installed within the easement area, an Electricity Entity lock may be required to enable continual access along the easement corridor.

In addition, periodic vegetation management works are also undertaken by Electricity Entity to ensure that a specified minimum clearance between vegetation and the electric lines is maintained.

Where possible, property owners will be contacted prior to easement maintenance and vegetation works commencing.

9.1.8 Where consent (Wayleave) to installing Electricity Entity infrastructure has been given

Much of Electricity Entity's above ground electricity network is constructed without easements. Instead, the consent of the owner of the affected land is obtained and the electrical infrastructure is installed. Historically this consent has been in the form of a document known as a Wayleave.

This consent (or Wayleave) is a document evidencing the agreement from a particular owner, but it is not registered on the title of the land like an easement.

Once consent is obtained from an owner, Queensland legislation (the Electricity Act 1994) says that the consent of all future owners to the electrical infrastructure is not required.

Queensland legislation grants Electricity Entity rights to access, maintain, repair and replace electrical assets installed with consent.

9.2. Contact Electricity Entity when planning construction work near electric lines

When planning and before commencement (regardless of whether or not local council approval is required), it is essential to confirm that the proposed construction work (e.g. building, structure, sign, crane, scaffold) does not breach the minimum statutory clearance distances that must be maintained from nearby Electricity Entity overhead or underground electric lines. Refer Electrical Safety Regulation 2013, Schedule 4 and 5 for information on statutory clearance distances that must be complied with.

It is extremely dangerous and potentially life threatening to allow anything to come in close proximity to the conductors of an electric line.

We advise not to build **under** or **near** powerlines or add to a structure under or near powerlines. This can cause exclusion zones to be encroached, which may endanger others now and in the future. Please note obligations under section 30 of the Electrical Safety Act 2002 and sections 68 of the Electrical Safety Regulation 2013.

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

There is an obligation to notify the Electricity Entity, before any work starts, where work is likely to involve a building or other structure coming within clearance requirements for an overhead or underground electric line.

Where it is necessary for an Electricity Entity to relocate electric lines due to statutory clearance breach caused by work performed nearby, the Electricity Entity may be entitled to recover costs from the PCBU, property owner or occupier who caused the breach. Refer Electrical Safety Regulation 2013, Section 209 Building or adding to structure near electric lines.

Although it is preferred that the area around Electricity Entity electrical assets (including within an Easement area) is free of development, the following examples provide property owners and occupiers with an indication of what type of development is acceptable and what is not.

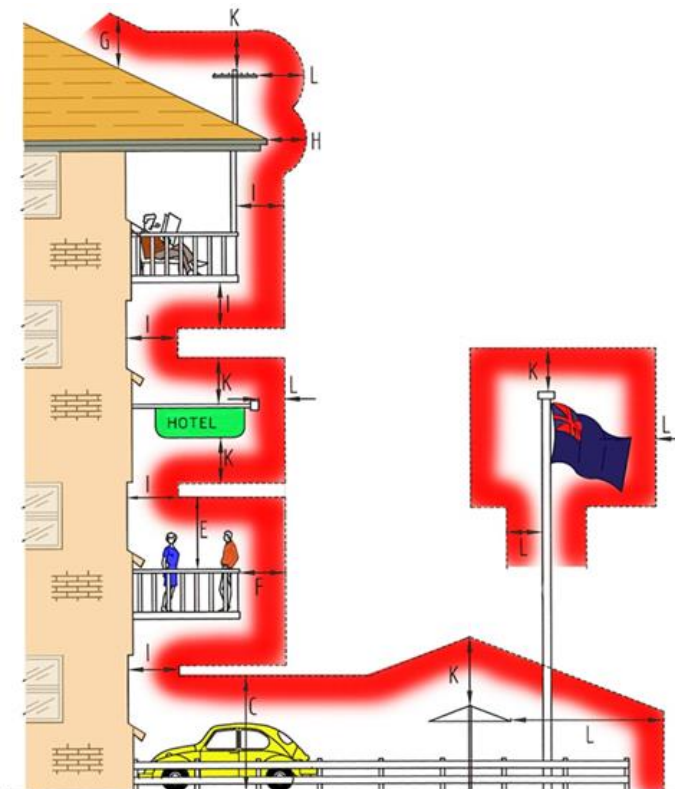
NOTE: Do not assume that your local council approval is sufficient approval for you to proceed with your work. The local council may not check whether or not your proposed construction work will comply with the Electricity Entity's statutory clearance requirements.

9.3. What clearances must be maintained once construction work is completed?

Electrical Safety Regulation 2013, Schedule 4 - Clearance of overhead electric lines and Schedule 5 - Clearance of low voltage overhead service lines detail the statutory clearances that must be maintained from overhead electric lines for completed buildings and structures. These statutory clearances will need to be taken into consideration during the planning phase of determining the location for a building or structure. The table below sets out the minimum statutory clearances required for voltage levels up to 33 kV. Additional requirements may apply for voltage levels above 33 kV, contact the Electricity Entity for consultation.

Where the Electricity Entity has identified a breach of statutory clearance resulting from erection of a building or structure, the statutory breach will be reportable to the Electrical Safety Office as a Dangerous Electrical Event and any costs incurred in subsequent remedial work to achieve required statutory clearances may be recovered from the person or company who caused the breach of statutory clearance.

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines



CODE	LOCATION	DIRECTION	INSULATED CABLE (ABC) (Note 1)	BARE	MORE THAN 1000 VOLTS BUT NOT MORE THAN 33kV
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MINIMUM CLEARANCE FROM ROADS, GROUND, OR BOUNDARIES

A	Crossing the carriageway, roadway	VERTICALLY	5.5m	5.5m	6.7m
A1	Designated "Over Dimension Routes"	VERTICALLY	7.0m	7.0m	7.5m
B	At other positions, footpath	VERTICALLY	5.5m	5.5m	5.5m
C	Other than roads but trafficable	VERTICALLY	5.5m	5.5m	5.5m
C1	Areas totally inaccessible to traffic or mobile machinery	VERTICALLY	4.5m	4.5m	4.5m
D	Cuttings, embankments, easement boundaries	HORIZONTALLY	1.5m	1.5m	2.1m
X	Real Property Boundaries	HORIZONTALLY	0.0m	0.0m	0.0m

MINIMUM CLEARANCE FROM STRUCTURES AND BUILDINGS

E F	Unroofed terraces, balconies, sun-decks, paved areas, etc, subject to pedestrian traffic only. A hand rail or wall surrounding such an area and on which a person may stand. (Note)	VERTICALLY AND HORIZONTALLY (Note)	2.7m 1.2m	3.7m 1.5m	4.6m 2.1m
G H	Roofs or similar structures not used for traffic or resort but on which a person may stand. A parapet surrounding such a roof and on which a person may stand. (Note)	VERTICALLY AND HORIZONTALLY (Note)	2.7m 0.9m	3.7m 1.5m	3.7m 2.1m
I	Covered places of traffic or resort such as windows which are capable of being opened, roofed open verandahs and covered balconies.	IN ANY DIRECTION	1.2m	1.5m	2.1m
J	Blank walls, windows which cannot be opened. (Note)	HORIZONTALLY	0.6m	1.5m	1.5m
K L	Other structures not normally accessible to persons. (Note)	VERTICALLY HORIZONTALLY (Note)	0.6m 0.3m	2.7m 1.5m	3.0m 1.5m

NOTE:

The vertical clearance and the horizontal clearance specified shall be maintained.

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

The following list of examples is not exhaustive, and it may be necessary to contact the Electricity Entity if doubt exists as to what is permitted around electricity assets.

<i>What is PERMITTED around Electricity Entity overhead or underground electric lines</i>	<i>What is NOT PERMITTED around Electricity Entity overhead or underground electric lines</i>
✓ Erection of fences to a maximum height of 2.4 m is generally acceptable, provided they do not affect access to, and work on, the poles, electric lines and/or cables. Trees, shrubs and plants should be located clear of vehicle access. Note: Maximum Growth Height of 3 m. ✓ Clothes hoists and barbecues should be located clear of the vehicle access way. Note: Maximum Height 2.5 m. ✓ Installation of underground utility services, such as low voltage electricity, gas, telephone and water, is generally acceptable, subject to clearances from Electricity Entity poles and supporting structures, and underground electric mains. ✓ Excavating, filling and altering of nearby land may be acceptable but full details need to be provided to the Electricity Entity for assessment. ✓ Vehicles, mobile plant and equipment within the easement area need to maintain the minimum statutory clearances distances from overhead electric lines. Normal farming, grazing and other agricultural activities can be carried out. Take care when ploughing or operating mobile machinery or irrigation equipment near Electricity Entity's equipment. ✓ Parking of vehicles, trucks, trailers, etc. is normally allowed. Note: Maximum Load and Aerial Height of 4 m. Barriers of an approved design (e.g. bollards) may be required to protect poles from vehicle contact damage. Heavy vehicle or operating plant crossings may need a protective concrete cover to ensure underground cables are not damaged.	✗ Build houses, sheds, garages or other large structures. Building of roofed/unroofed verandas, swimming pools and pergolas are generally not acceptable. ✗ Flying kites or model aircraft within the easement. ✗ Driving fence posts or stakes into ground within easements where there is underground cabling. ✗ Storing liquids such as petrol, diesel fuel, or any flammable or combustible material that will burn. ✗ Installing lighting poles. ✗ Stockpiling soil or garbage within the easement. ✗ Planting trees in large quantities that could create a fire hazard or that grow in excess of the approved maximum height of 3 m. ✗ Storing or using explosives. ✗ Residing in or occupying any caravan or mobile home within an easement. ✗ Placing obstructions within the vicinity of any Electricity Entity assets (e.g. power pole, overhead electric line, equipment or pole stay) that impede access to or work on these assets.

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines



9.4. What about Electric and Magnetic Fields?

The Electricity Entity operates its electric lines within the current guidelines set by the National Health and Medical Research Council for exposure to 50/60 hertz electric and magnetic fields (EMF) and is mindful of some community concern about such fields and health. Contact the Electricity Entity (General Enquiries phone number - refer page 3). Alternatively, further information can be sourced from:

Energy Networks Association (ENA) brochure - "Electric and Magnetic Fields - What We Know", January 2014

http://www.ena.asn.au/sites/default/files/emf-what-we-know-jan-2014-final_1_1.pdf

Australian Radiation Protection and Nuclear Safety Agency (ARPANSA) brochure - "Electricity and Health", May 2011

http://www.arpansa.gov.au/RadiationProtection/Factsheets/is_electricity.cfm

Referral
276528297

Member Phone
1800 687 626

Responses from this member

Response received Wed 22 Jul 2026 1.00pm

File name	Page
Response Body	104
276528297_20260722_025927470689_1.pdf	105
4678_NBN_Dial_Before_You_Dig_Poster_20170517.pdf	108
Disclaimer_276528297_20260722_025927470689.pdf	110

Hi Redchip Lawyers,

Please find attached the response to your DBYD referral for the address mentioned in the subject line. The location shown in our DBYD response is assumed based off the information you have provided. If the location shown is different to the location of the excavation then this response will consequently be rendered invalid.

Take the time to read the response carefully and note that this information is only valid for 28 days after the date of issue.

If you have any further enquiries, please do not hesitate to contact us.

Regards,
Network Services and Operations
NBN Co Limited
P: 1800626329
E: dbyd@nbnco.com.au
www.nbnco.com.au

Confidentiality and Privilege Notice

This e-mail is intended only to be read or used by the addressee. It is confidential and may contain legally privileged information. If you are not the addressee indicated in this message (or responsible for delivery of the message to such person), you may not copy or deliver this message to anyone, and you should destroy this message and kindly notify the sender by reply e-mail. Confidentiality and legal privilege are not waived or lost by reason of mistaken delivery to you. Any views expressed in this message are those of the individual sender, except where the sender specifically states them to be the views of NBN Co Limited

Please Do Not Reply To This Mail

To: Redchip Lawyers
Phone: Not Supplied
Fax: Not Supplied
Email: conveyancing@redchip.com.au

Dial before you dig Job #:	53759039	
Sequence #	276528297	
Issue Date:	22/07/2026	
Location:	UNIT 7101, 323 Bayview Street , Hollywell , QLD , 4216	

Indicative Plans are tiled below to demonstrate how to layout and read nbn asset plans



LEGEND



	Parcel and the location
	Pit with size "5"
	Power Pit with size "2E". Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null.
	Manhole
	Pillar
	Cable count of trench is 2. One "Other size" PVC conduit (PO) owned by Telstra (-T-), between pits of sizes, "5" and "9" are 25.0m apart. One 40mm PVC conduit (P40) owned by NBN, between pits of sizes, "5" and "9" are 20.0m apart.
	2 Direct buried cables between pits of sizes, "5" and "9" are 10.0m apart.
	Trench containing any INSERVICE/CONSTRUCTED (Copper/RF/Fibre) cables.
	Trench containing only DESIGNED/PLANNED (Copper/RF/Fibre/Power) cables.
	Trench containing any INSERVICE/CONSTRUCTED (Power) cables.
	Road and the street name "Broadway ST"
Scale	0 20 40 60 Meters 1:2000 1 cm equals 20 m



Emergency Contacts

You must immediately report any damage to the **nbn**[™] network that you are/become aware of. Notification may be by telephone - 1800 626 329.



Working near **nbn**TM cables

nbn has partnered with Dial Before You Dig to give you a single point of contact to get information about **nbn** underground services owned by **nbn** and other utility/service providers in your area including communications, electricity, gas and other services. Contact with underground power cables and gas services can result in serious injury to the worker, and damage and costly repairs. You must familiarise yourself with all of the Referral Conditions (meaning the referral conditions referred to in the DBYD Notice provided by **nbn**).

Practice safe work habits

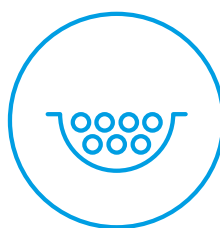
Once the DBYD plans are reviewed, the Five P's of Excavation should be adopted in conjunction with your safe work practices (which must be compliant with the relevant state Electrical Safety Act and Safe Work Australia "Excavation Work Code of Practice", as a minimum) to ensure the risk of any contact with underground **nbn** assets are minimised.



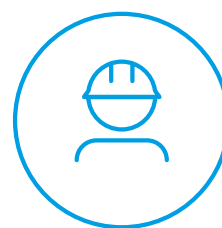
Plan: Plan your job by ensuring the plans received are current and apply to the work to be performed. Also check for any visual cues that may indicate the presence of services not covered in the DBYD plans.



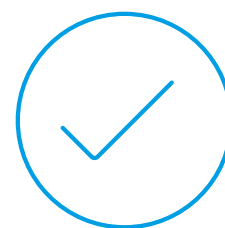
Prepare: Prepare for your job by engaging a DBYD Certified Plant Locator to help interpret plans and identify on-site assets. Contact **nbn** should you require further assistance.



Pothole: Non-destructive potholing (i.e. hand digging or hydro excavation) should be used to positively locate **nbn** underground assets with minimal risk of contact and service damage.

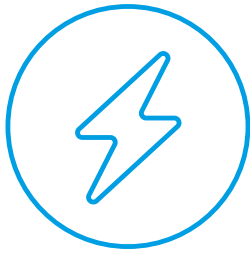


Protect: Protecting and supporting the exposed **nbn** underground asset is the responsibility of the worker. Exclusion zones for **nbn** assets are clearly stated in the plan and appropriate controls must be implemented to ensure that encroachment into the exclusion zone by machinery or activities with the potential to damage the asset is prevented.

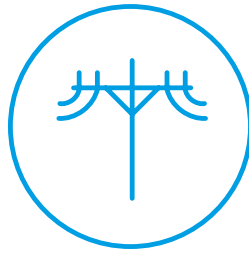


Proceed: Proceed only when the appropriate planning, preparation, potholing and protective measures are in place.

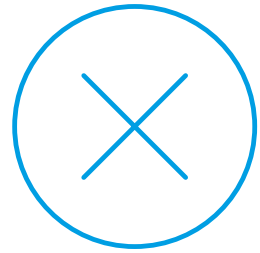
Working near **nbn**TM cables



Identify all electrical hazards, assess the risks and establish control measures.



When using excavators and other machinery, also check the location of overhead power lines.



Workers and equipment must maintain safety exclusion zones around power lines.

Once all work is completed, the excavation should be re-instated with the same type of excavated material unless specified by **nbn**. Please note:

- Construction Partners of **nbn** may require additional controls to be in place when performing excavation activities.
- The information contained within this pamphlet must be used in conjunction with other material supplied as part of this request for information to adequately control the risk of potential asset damage.

Contact

All **nbn**TM network facility damages must be reported online [here](#).
For enquiries related to your DBYD request please call 1800 626 329.

Disclaimer

This brochure is a guide only. It does not address all the matters you need to consider when working near our cables. You must familiarise yourself with other material provided (including the Referral Conditions) and make your own inquiries as appropriate.

nbn will not be liable or responsible for any loss, damage or costs incurred as a result of reliance on this brochure.

This document is provided for information purposes only. This document is subject to the information classification set out on this page. If no information classification has been included, this document must be treated as UNCLASSIFIED, SENSITIVE and must not be disclosed other than with the consent of nbn co. The recipient (including third parties) must make and rely on their own inquiries as to the currency, accuracy and completeness of the information contained herein and must not use this document other than with the consent of nbn co. Copyright © 2021 nbn co limited. All rights reserved.



To: Redchip Lawyers
Phone: Not Supplied
Fax: Not Supplied
Email: conveyancing@redchip.com.au

Before You Dig Australia Job #:	53759039	
Sequence #	276528297	
Issue Date:	22/07/2026	
Location:	UNIT 7101, 323 Bayview Street , Hollywell , QLD , 4216	

Information

The area of interest requested by you contains one or more assets.

nbn™ Assets	Search Results
Communications	Asset identified
Electricity	No assets

In this notice **nbn™ Facilities** means *underground fibre optic, telecommunications and/or power facilities, including but not limited to cables, owned and controlled by nbn™*

Location of nbn™ Underground Assets

We thank you for your enquiry. In relation to your enquiry at the above address:

- **nbn's** records indicate that there **ARE nbn™** Facilities in the vicinity of the location identified above ("Location").
- **nbn** indicative plan/s are attached with this notice ("Indicative Plans").
- The Indicative Plan/s show general depth and alignment information only and are not an exact, scale or accurate depiction of the location, depth and alignment of **nbn™** Facilities shown on the Plan/s.
- In particular, the fact that the Indicative Plans show that a facility is installed in a straight line, or at uniform depth along its length cannot be relied upon as evidence that the facility is, in fact, installed in a straight line or at uniform depth.
- You should read the Indicative Plans in conjunction with this notice and in particular, the notes below.
- You should note that, at the present time, the Indicative Plans are likely to be more accurate in showing location of fibre optics and telecommunications cables than power cables. There may be a variation between the line depicted on the Indicative Plans and the location of any power cables. As such, consistent with the notes below, particular care must be taken by you to make your own enquiries and investigations to precisely locate any power cables and manage the risk arising from such cables accordingly.
- The information contained in the Indicative Plan/s is valid for 28 days from the date of issue set out above. You are expected to make your own inquiries and perform your own investigations (including engaging appropriately qualified plant locators, e.g BYDA Certified Locators, at your cost to locate **nbn™** Facilities during any activities you carry out on site).

We thank you for your enquiry and appreciate your continued use of the Before You Dig Australia Service. For any enquiries related to moving assets or Planning and Design activities, please visit the **nbn Commercial Works** website to complete the online application form. If you are planning to excavate and require further information, please email dbyd@nbnco.com.au or call 1800 626 329.

Notes:

1. You are now aware that there are **nbn™** Facilities in the vicinity of the above property that could be damaged as a result activities carried out (or proposed to be carried out) by you in the vicinity of the Location.
2. You should have regard to section 474.6 and 474.7 of the *Criminal Code Act 1995* (CoA) which deals with the consequences of interfering or tampering with a telecommunications facility. Only persons authorised by **nbn** can interact with **nbn's** network facilities.
3. Any information provided is valid only for **28 days** from the date of issue set out above.

Referral Conditions

The following are conditions on which **nbn** provides you with the Indicative Plans. By accepting the plans, you are agreeing to these conditions. These conditions are in addition, and not in replacement of, any duties and obligations you have under applicable law.

1. **nbn** does not accept any responsibility for any inaccuracies of its plans including the Indicative Plans. You are expected to make your own inquiries and perform your own investigations (including engaging appropriately qualified plant locators, e.g BYDA Certified Locators, at your cost to locate **nbn™** Facilities during any activities you carry out on site).
2. You acknowledge that **nbn** has specifically notified you above that the Indicative Plans are likely to be more accurate in showing location of fibre optics and telecommunications cables than power cables. There may be a variation between the line depicted on the Indicative Plans and the location of any power cables.
3. You should not assume that **nbn™** Facilities follow straight lines or are installed at uniform depths

along their lengths, even if they are indicated on plans provided to you. Careful onsite investigations are essential to locate the exact position of cables.

4. In carrying out any works in the vicinity of **nbn**™ Facilities, you must maintain the following minimum clearances:
 - 300mm when laying assets inline, horizontally or vertically.
 - 500mm when operating vibrating equipment, for example: jackhammers or vibrating plates.
 - 1000mm when operating mechanical excavators.
 - Adherence to clearances as directed by other asset owner's instructions and take into account any uncertainty for power cables.
5. You are aware that there are inherent risks and dangers associated with carrying out work in the vicinity of underground facilities (such as **nbn**™ fibre optic, copper and coaxial cables, and power cable feed to **nbn**™ assets). Damage to underground electric cables may result in:
 - Injury from electric shock or severe burns, with the possibility of death.
 - Interruption of the electricity supply to wide areas of the city.
 - Damage to your excavating plant.
 - Responsibility for the cost of repairs.
6. You must take all reasonable precautions to avoid damaging **nbn**™ Facilities. These precautions may include but not limited to the following:
 - All excavation sites should be examined for underground cables by careful hand excavation. Cable cover slabs if present must not be disturbed. Hand excavation needs to be undertaken with extreme care to minimise the likelihood of damage to the cable, for example: the blades of hand equipment should be aligned parallel to the line of the cable rather than digging across the cable.
 - If any undisclosed underground cables are located, notify **nbn** immediately.
 - All personnel must be properly briefed, particularly those associated with the use of earth-moving equipment, trenching, boring and pneumatic equipment.
 - The safety of the public and other workers must be ensured.
 - All excavations must be undertaken in accordance with all relevant legislation and regulations.
7. You will be responsible for all damage to **nbn**™ Facilities that are connected whether directly, or indirectly with work you carry out (or work that is carried out for you or on your behalf) at the Location. This will include, without limitation, all losses expenses incurred by **nbn** as a result of any such damage.
8. You must immediately report any damage to the **nbn**™ network that you are/become aware of. Notification may be by telephone - 1800 626 329.
9. Except to the extent that liability may not be capable of lawful exclusion, **nbn** and its servants and agents and the related bodies corporate of **nbn** and their servants and agents shall be under no liability whatsoever to any person for any loss or damage (including indirect or consequential loss or damage) however caused (including, without limitation, breach of contract negligence and/or breach of statute) which may be suffered or incurred from or in connection with this information sheet or any plans (including Indicative Plans) attached hereto. Except as expressly provided to the contrary in this information sheet or the attached plans (including Indicative Plans), all terms, conditions, warranties, undertakings or representations (whether expressed or implied) are excluded to the fullest extent permitted by law.

All works undertaken shall be in accordance with all relevant legislations, acts and regulations applicable to the particular state or territory of the Location. The following table lists all relevant documents that shall be considered and adhered to.

State/Territory	Documents
National	Work Health and Safety Act 2011
	Work Health and Safety Regulations 2011
	Safe Work Australia - Working in the Vicinity of Overhead and Underground Electric Lines (Draft)

	Occupational Health and Safety Act 1991
NSW	Electricity Supply Act 1995
	Work Cover NSW - Work Near Underground Assets Guide
	Work Cover NSW - Excavation Work: Code of Practice
VIC	Electricity Safety Act 1998
	Electricity Safety (Network Asset) Regulations 1999
QLD	Electrical Safety Act 2002
	Code of Practice for Working Near Exposed Live Parts
SA	Electricity Act 1996
TAS	Tasmanian Electricity Supply Industry Act 1995
WA	Electricity Act 1945
	Electricity Regulations 1947
NT	Electricity Reform Act 2005
	Electricity Reform (Safety and Technical) Regulations 2005
ACT	Electricity Act 1971

Thank You,

nbn BYDA

Date: 22/07/2026

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Referral

276528300

Member Phone

1800 653 935

Responses from this member

Response received Wed 22 Jul 2026 12.31pm

File name	Page
Response Body	115
276528300.pdf	116
AccreditedPlantLocators 2026-07-20a.pdf	117
Telstra Duty of Care v32.0c.pdf	118
Telstra Map Legend v4_0c.pdf	120

Attention: Redchip Lawyers

Site Location: UNIT 7101, 323 Bayview Street, Hollywell, QLD 4216

Your Job Reference: 2602953 - Edwards

Please do not reply to this email, this is an automated message -

Thank you for requesting Telstra information via Before You Dig Australia (BYDA).

This response contains Telstra information relating to your recent BYDA request.

Please refer to all enclosed attachments for more information.

Information for opening Telstra Asset Plans as well as some other useful contact information is noted in the attached documents.

Report Damage to Telstra Equipment: [Report damages to Telstra equipment - Telstra](#)

Please note:

When working in the vicinity of telecommunications plant you have a 'Duty of Care' that must be observed.

Ensure you read all documents (attached) - they contain important information.

Please also refer to the **Before you Dig Australia - BEST PRACTISE GUIDES and The five Ps of safe excavation**

<https://www.byda.com.au/before-you-dig/best-practice-guides/>, The essential steps that must be undertaken prior to commencing construction activities.

WARNING: Telstra plans and location information conform to Quality Level 'D' of the Australian Standard AS 5488 - Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing them. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy. Further on site investigation is required to validate the exact location of Telstra assets prior to commencing work. A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the assets are protected during construction works.

See the **Before You Dig Australia - BEST PRACTISE GUIDES and The five Ps of safe excavation**

<https://www.byda.com.au/before-you-dig/best-practice-guides/>.

Please note that:

- it is a criminal offence under the *Criminal Code Act* 1995 (Cth) to tamper or interfere with telecommunications infrastructure.
- Telstra will take action to recover compensation for damage caused to property and assets, and for interference with the operation of Telstra's networks and customers' services.

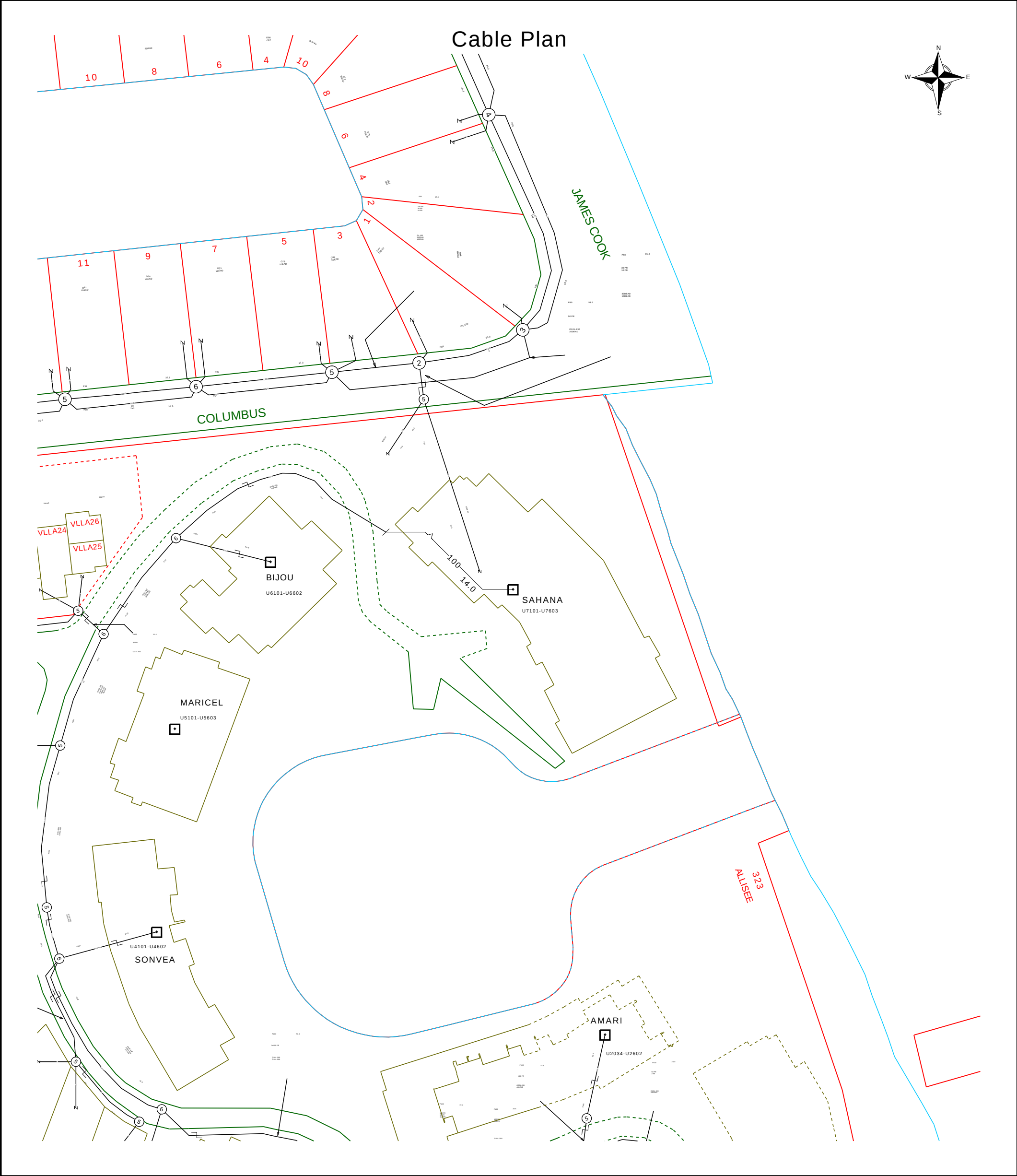
Telstra's plans contain Telstra's confidential information and are provided on the basis that they are used solely for identifying the location or vicinity of Telstra's infrastructure to avoid damage to this infrastructure occurring as part of any digging or other excavation activity. You must not use Telstra's plans for any other purpose or in a way that will cause Telstra loss or damage and you must comply with any other terms of access to the data that have been provided to you by Telstra (including Conditions of Use or Access).

(See attached file: Telstra Duty of Care v32.0c.pdf)

(See attached file: Telstra Map Legend v4_0c.pdf)

(See attached file: AccreditedPlantLocators 2026-07-20a.pdf)

(See attached file: 276528300.pdf)



	Report Damage: https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra- Ph - 13 22 03 Email - Telstra.Plans@team.telstra.com Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries	Sequence Number: 276528300
TELSTRA LIMITED A.C.N. 086 174 781 Generated On 22/07/2026 12:29:15		Please read Duty of Care prior to any excavating

WARNING
Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing it. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy. Further on site investigation is required to validate the exact location of Telstra plant prior to commencing construction work. A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the asset is protected during construction works.

See the Steps- Telstra Duty of Care that was provided in the email response.

General Information



Telstra highly recommends using Certified Locators.

For more info contact a [CERTLOC Certified Locating Organisation \(CLO\)](#) or Telstra Location Intelligence Team 1800 653 935



Before you Dig Australia – BEST PRACTISE GUIDES
<https://www.byda.com.au/before-you-dig/best-practice-guides/>



OPENING ELECTRONIC MAP ATTACHMENTS –

Telstra Cable Plans are generated automatically in either PDF or DWF file types.
Dependent on the site address and the size of area selected.
You may need to download and install free viewing software from the internet e.g.



DWF Map Files (all sizes over A3)
Autodesk Viewer (Internet Browser) <https://viewer.autodesk.com/> or
Autodesk Design Review <http://usa.autodesk.com/design-review/> for DWF files.
(Windows PC)



PDF Map Files (max size A3)
Adobe Acrobat Reader <http://get.adobe.com/reader/>



Telstra New Connections / Disconnections
13 22 00



Telstra Protection & Relocation: 1800 810 443 (AEST business hours only).
[Email](#)
Telstra Protection & Relocation Fact Sheet: [Link](#)
Telstra Protection & Relocation Home Page [Link](#)



Telstra Aerial Assets Group (overhead network)
1800 047 909

Protect our Network:

by maintaining the following distances from our assets:

- 1.0m Mechanical Excavators, Farm Ploughing, Tree Removal
- 500mm Vibrating Plate or Wacker Packer Compactor
- 600mm Heavy Vehicle Traffic (over 3 tonnes) not to be driven across Telstra ducts or plant.
- 1.0m Jackhammers/Pneumatic Breakers
- 2.0m Boring Equipment (in-line, horizontal and vertical)

Before You Dig Australia

Think before you dig

This document has been sent to you because you requested plans of the Telstra network through Before You Dig Australia (BYDA).

If you are working or excavating near telecommunications cables, or there is a chance that cables are located near your site, you are responsible to avoid causing damage to the Telstra network.

Please read this document carefully. Taking your time now and following the BYDA's Best Practices and 5 Ps of Safe Excavation <https://www.byda.com.au/before-you-dig/best-practice-guides/>

can help you avoid damaging our network, interrupting services, and potentially incurring civil and criminal penalties.

Our network is complex and working near it requires expert knowledge. Do not attempt these activities if you are not qualified to do so.

Disclaimer and legal details



*Telstra advises that the accuracy of the information provided by Telstra conforms to Quality Level D as defined in AS5488-2013.

It is a criminal offence under the Criminal Code Act 1995 (Cth) to tamper or interfere with telecommunications infrastructure.

Telstra will also take action to recover costs and damages from persons who damage assets or interfere with the operation of Telstra's networks.

By receiving this information including the indicative plans that are provided as part of this information package you confirm that you understand and accept the risks of working near Telstra's network and the importance of taking all the necessary steps to confirm the presence, alignments and various depths of Telstra's network. This in addition to, and not in replacement of, any duties and obligations you have under applicable law.

When working in the vicinity of a telecommunications plant you have a "Duty of Care" that must be observed. Please read and understand all the information and disclaimers provided below.

The Telstra network is complex and requires expert knowledge to interpret information, to identify and locate components, to pothole underground assets for validation and to safely work around assets without causing damage. If you are not an expert and/or qualified in these areas, then you must not attempt these activities. Telstra will seek compensation for damages caused to its property and losses caused to Telstra and its customers. Construction activities and/or any activities that potentially may impact on Telstra's assets must not commence without first undertaking these steps. Construction activities can include anything that involves breaking ground, potentially affecting Telstra assets.

If you are designing a project, it is recommended that you also undertake these steps to validate underground assets prior to committing to your design.

This Notice has been provided as a guide only and may not provide you with all the information that is required for you to determine what assets are on or near your site of interest. You will also need to collate and understand all information received from other Utilities and understand that some Utilities are not a part of the BYDA program and make your own enquiries as appropriate. It is the responsibility of the entities undertaking the works to protect Telstra's network during excavation / construction works.

Telstra owns and retains the copyright in all plans and details provided in conjunction with the applicant's request. The applicant is authorised to use the plans and details only for the purpose indicated in the applicant's request. The applicant must not use the plans or details for any other purpose.

Telstra plans or other details are provided only for the use of the applicant, its servants, agents, or CERTLOC Certified Locating Organisation (CLO). The applicant must not give the plans or details to any parties other than these and must not generate profit from commercialising the plans or details.

Telstra, its servants or agents shall not be liable for any loss or damage caused or occasioned by the use of plans and or details so supplied to the applicant, its servants and agents, and the applicant agrees to indemnify Telstra against any claim or demand for any such loss or damage.

Please ensure Telstra plans and information provided always remains on-site throughout the inspection, location, and construction phase of any works.

Telstra plans are valid for 60 days after issue and must be replaced if required after the 60 days.

Data Extraction Fees

In some instances, a data extraction fee may be applicable for the supply of Telstra information. Typically, a data extraction fee may apply to large projects, planning and design requests or requests to be supplied in non-standard formats. For further details contact Telstra Location Intelligence Team.

Telstra does not accept any liability or responsibility for the performance of or advice given by a CERTLOC Certified Locating Organisation (CLO). Certification is an initiative taken by Telstra towards the establishment and maintenance of competency standards. However, performance and the advice given will always depend on the nature of the individual engagement.

Neither the Certified Locating Organisation nor any of its employees are an employee or agent for Telstra. Telstra is not liable for any damage or loss caused by the Certified Locating Organisation or its employees.

Once all work is completed, the excavation should be reinstated with the same type of excavated material unless specified by Telstra.

The information contained within this pamphlet must be used in conjunction with other material supplied as part of this request for information to adequately control the risk of potential asset damage.

When using excavators and other machinery, also check the location of overhead power lines.

Workers and equipment must maintain safety exclusion zones around power lines

WARNING: Telstra plans and location information conform to Quality Level 'D' of the Australian Standard AS 5488 - Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy shown on the plans. **FURTHER ON SITE INVESTIGATION IS REQUIRED TO VALIDATE THE EXACT LOCATION OF TELSTRA PLANT PRIOR TO COMMENCING CONSTRUCTION WORK.** A plant location service is an essential part of the process to validate the exact location of Telstra assets and to ensure the assets are protected during construction works. The exact position of Telstra assets can only be validated by physically exposing them. Telstra will seek compensation for damages caused to its property and losses caused to Telstra and its customers.

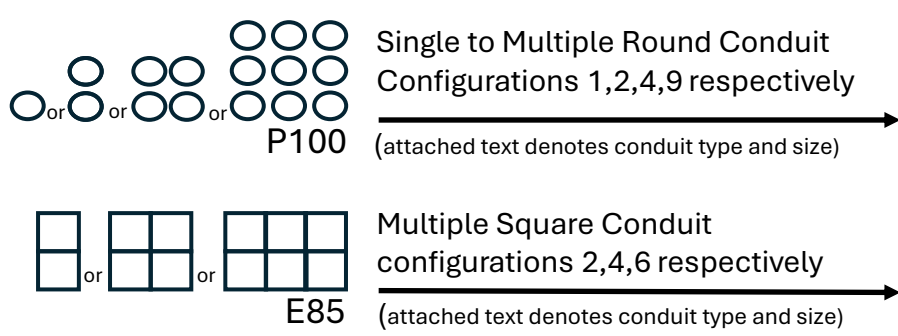
Privacy Note

Your information has been provided to Telstra by BYDA to enable Telstra to respond to your BYDA request. Telstra keeps your information in accordance with its privacy statement. You can obtain a copy at www.telstra.com.au/privacy or by calling us at 1800 039 059 (business hours only).

LEGEND



	Leadin terminates at a Customer Address		Cable Jointing Pit Number / Letter indicating Pit type/size
	Exchange Major Cable Present		Elevated Joint (above ground joint on buried cable)
	Pillar / Cabinet Above ground Free Standing		Telstra Plant in shared Utility trench
	Above ground Complex Equipment Please note: Powered by 240v electricity		Aerial cable / or cable on wall
OC	Other Carrier Telecommunication Cable/ Asset. Not Telstra Owned		Aerial cable (attached to joint use Pole e.g., Power Pole)
DIST	Distribution cables in Main Cable Ducts		Marker Post Installed
MC	Main Cable ducts on a Distribution Plan		Buried Transponder
	Blocked or Damaged Duct		Marker Post & Transponder
	Footway Access Chamber (can vary between 1-lid to 12-lid)		Optical Fibre Cable Direct Buried
	NBN Pillar		Direct Buried Cable
	Third Party Owned Network Non-Telstra		nbn owned network



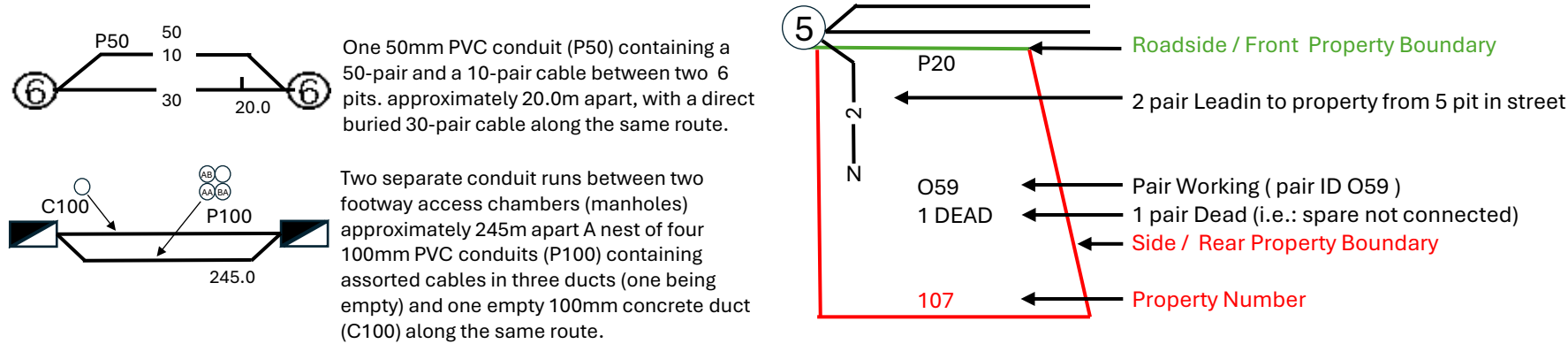
Some examples of conduit type and size:

A - Asbestos cement, P - PVC / Plastic, C - Concrete, GI - Galvanised Iron, E - Earthenware

Conduit sizes nominally range from 20mm to 100mm

P50 50mm PVC conduit
P100 100mm PVC conduit
A100 100mm asbestos cement conduit

Some Examples of how to read Telstra Plans



The 5 Ps of Safe Excavation

<https://www.byda.com.au/before-you-dig/best-practice-guides/>

Plan	Prepare	Pothole	Protect	Proceed
Plan your job. Use the BYDA service at least one day before your job is due to begin, and ensure you have the correct plans and information required to carry out a safe project.	Prepare by communicating with asset owners if you need assistance. Look for clues onsite. Engage a Certified Locator.	Potholing is physically sighting the asset by hand digging or hydro vacuum extraction.	Protecting and supporting the exposed infrastructure is the responsibility of the excavator. Always erect safety barriers in areas of risk and enforce exclusion zones.	Only proceed with your excavation work after planning, preparing, potholing (unless prohibited), and having protective measures in place.



End of document

i This document may exclude some files (eg. DWF or ZIP files)

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General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

Part 1 Tenancy details

**Item
1****1.1 Lessor**

Name/trading name Gary Edwards C/O Coastal

Address

Coastal Property Agents

PO Box 237 The Oasis Broadbeach

QLD

Postcode 4218

1.2 Phone

07 55 266 999

Mobile

N/A

Email

rentals@coastal.com.au

**Item
2****2.1 Tenant/s**

1. Full name/s Paige Mengel

Phone

0438 851 888

Email

paige_mengel@hotmail.com

Emergency contact full name/s

Emergency contact phone

Emergency contact email

2. Full name/s Chris Hood

Phone

0418 785 476

Email

southport4215@hotmail.com

Emergency contact full name/s

Emergency contact phone

Emergency contact email

3. Full name/s Vanessa Hood

Phone

0438 385 476

Email

southport4215@hotmail.com

Emergency contact full name/s

Emergency contact phone

Emergency contact email

2.2 Address for service (if different from address of the premises in item 5.1) Attach a separate list**Item
3****3.1 Agent** If applicable. See clause 43

Full name/trading name Beyond Reserve Pty Ltd T/As Coastal Property Agents

Address

16 Queensland Avenue

BROADBEACH

QLD

Postcode 4218

3.2 Phone

07 5526 6999

Mobile

Email

rentals@coastal.com.au

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



Item 4 Notices may be given to

(Indicate if the email is different from item 1, 2 or 3 above)

4.1 Lessor

Email Yes ☒ No ☐ Facsimile Yes ☐ No ☒

4.2 Tenant/s

Email Yes ☒ No ☐ Facsimile Yes ☐ No ☒

4.3 Agent

Email Yes ☒ No ☐ Facsimile Yes ☐ No ☒

Item 5 5.1 Address of the rental premises

Allisee 7101/323 Bayview St
Hollywell Postcode 4216

5.2 Inclusions provided.

For example, furniture or other household goods let with the premises. Attach list if necessary

As per Entry Condition Report

5.3 Details of current repair orders for the rental premises or inclusions

Item 6 6.1 The term of the agreement is ☒ fixed term agreement ☐ periodic agreement

6.2 Starting on 24 / 3 / 2025 6.3 Ending on 29 / 3 / 2026

Fixed term agreements only. For continuation of tenancy agreement, see clause 6

Item 7 Rent \$ 1,450.00 per ☒ week ☐ fortnight ☐ month See clause 8(1)

Item 8 Rent must be paid on the Same day of each Week

Insert day. See clause 8(2)

Insert week, fortnight or month

Item 9 Methods of rent payment Insert the ways the rent must be paid. See clause 8(3)

Electronic funds transfer

Details for direct credit

BSB no. 184446 Bank/building society/credit union Macquarie Bank

Account no. 303448765 Account name Beyond Reserve trading as Coastal Property Agents

Payment reference TEN18959

Item 10 Place of rent payment Insert where the rent must be paid. See clause 8(5) to 8(7)

16 Queensland Avenue, Broadbeach QLD 4218

Item 10a Day of last rent increase Insert the day the rent was last increased for the premises

/ /

Note: The lessor/lessor's agent must not increase, or propose to increase, the rent payable by a tenant less than 12 months after the last rent increase for the residential premises. Rent increase requirements do not apply to exempt lessors. The Act provides definitions for an exempt lessor.



Item 11 Rental bond amount See clause 13

Item 12 **12.1 The services supplied to the premises for which the tenant must pay** See clause 16

Electricity ☒ Yes ☐ No Any other service that a tenant must pay ☒ Yes ☐ No

Gas ☒ Yes ☐ No Type See special terms (page 11)

Phone ☒ Yes ☐ No

12.2 Is the tenant to pay for water supplied to the premises See clause 17

☐ Yes ☒ No

Item 13 **If the premises is not individually metered for a service under item 12.1, the apportionment of the cost of the service for which the tenant must pay.**

For example, insert the percentage of the total charge the tenant must pay. See clause 16(c)

Electricity	N/A	Any other service stated in item 12.1	N/A
Gas	N/A	See special terms (page 11)	
Phone	N/A		

Item 14 **How services must be paid for** Insert for each how the tenant must pay. See clause 16(d)

Electricity	As account holder, direct to the supplier
Gas	As account holder, direct to the supplier
Phone	As account holder, direct to the supplier
Any other service stated in item 12.1 See special terms (page 11)	As account holder, direct to the supplier

Item 15 Number of persons allowed to reside at the premises See clause 23

Item 16 **16.1 Are there any body corporate by-laws applicable to the occupation of the premises by a tenant?** ☒ Yes ☐ No
See clause 22

16.2 Has the tenant been given a copy of the relevant by-laws See clause 22 ☒ Yes ☐ No

Item 17 **The type and number of pets approved by the lessor to be kept at the premises** See clauses 33A to 33D

Type	Ragdoll Cat	Number	1	Type		Number	
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Item 18 **18.1 Name and telephone number of the lessor's nominated repairer for each of the following repairs**

Electrical repairs	ESL Electrical	Phone	0416180669
Plumbing repairs	Blarney Plumbing	Phone	0450327970
Other repairs	A1 Locksmith	Phone	0418755814

18.2 Are the nominated repairers the tenant's first point of contact for notifying the need for emergency repairs? See clause 31(4)

☒ Yes

☐ No - please provide lessor contact details below

Name Phone

Part 2 Standard Terms

Division 1 Preliminary

1 Interpretation

In this agreement -

- (a) a reference to **the premises** includes a reference to any inclusions for the premises stated in this agreement for item 5.2; and
- (b) a reference to a numbered section is a reference to the section in the Act with that number; and
- (c) a reference to a numbered item is a reference to the item with that number in part 1; and
- (d) a reference to a numbered clause is a reference to the clause of this agreement with that number.

2 Terms of a general tenancy agreement

- (1) This part states, under the *Residential Tenancies and Rooming Accommodation Act 2008* (**the Act**), section 55, the standard terms of a general tenancy agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the lessor and tenant that are taken to be included as terms of this agreement.
- (3) The lessor and tenant may agree on other terms of this agreement (**special terms**).
- (4) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (5) A standard term overrides a special term if they are inconsistent.
Note - Some breaches of this agreement may also be an offence under the Act, for example, if -
 - the lessor or the lessor's agent enters the premises in contravention of the rules of entry under sections 192 to 199; or
 - the tenant does not sign and return the condition report to the lessor or the lessor's agent under section 65.
- (6) In accordance with section 61 of the Act, a General Tenancy Agreement must include the day the rent for the premises was last increased, within the meaning of section 93, at the time the agreement is entered into. However, this does not apply if the lessor is an exempt lessor.

3 More than 1 lessor or tenant

- (1) This clause applies if more than 1 person is named in this agreement for item 1 or 2.
- (2) Each lessor named in this agreement for item 1 must perform all of the lessor's obligations under this agreement.
- (3) Each tenant named in this agreement for item 2 -
 - (a) holds their interest in the tenancy as a tenant in common unless a special term states the tenants are joint tenants; and
 - (b) must perform all the tenant's obligations under this agreement.

Division 2 Period of tenancy

4 Start of tenancy

- (1) The tenancy starts on the day stated in this agreement for item 6.2.
- (2) However, if no day is stated or if the stated day is before the signing of this agreement, the tenancy starts when the tenant is or was given a right to occupy the premises.

5 Entry condition report - s 65

- (1) The lessor must prepare, in the approved form, sign and give the tenant 1 copy of a condition report for the premises.
- (2) The copy must be given to the tenant on or before the day the tenant occupies the premises under this agreement.
- (3) The tenant must mark the copy of the report to show any parts the tenant disagrees with, and sign and return the copy to the lessor not later than 7 days after the later of the following days -
 - (a) the day the tenant occupies the premises;

- (b) the day the tenant is given the copy of the condition report.

Note - A well completed condition report can be very important to help the parties if there is a dispute about the condition of the premises when the tenancy started. For more information about condition reports, see the information statement.

- (4) After the copy of the condition report is returned to the lessor by the tenant, the lessor must copy the condition report and return it to the tenant within 14 days.
- (5) However, the lessor does not have to prepare a condition report for the premises if -
 - (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
 - (b) in accordance with the Act, a condition report was prepared for the premises for the earlier residential tenancy agreement.
- (6) If a condition report is not prepared for this agreement because subclause (5) applies, the condition report prepared for the earlier residential tenancy agreement is taken to be the condition report for this agreement.

6 Continuation of fixed term agreement - s 70

- (1) This clause applies if -
 - (a) this agreement is a fixed term agreement; and
 - (b) none of the following notices are given, or agreements or applications made before the day the term ends (the **end day**) -
 - (i) a notice to leave;
 - (ii) a notice of intention to leave;
 - (iii) an abandonment termination notice;
 - (iv) a notice, agreement or application relating to the death of a sole tenant under section 277(7);
 - (v) a written agreement between the lessor and tenant to end the agreement.
- (2) This agreement, other than a term about this agreement's term, continues to apply after the end day on the basis that the tenant is holding over under a periodic agreement.
Note - For more information about the notices, see the information statement.

7 Costs apply to early ending of fixed term agreement - s 357A

- (1) This clause applies if -
 - (a) this agreement is a fixed term agreement; and
 - (b) the tenant ends this agreement before the term ends in a way not permitted under the Act.
- (2) The tenant must pay the reletting costs under section 357A(3).
Note - For when the tenant may end this agreement early under the Act, see clause 36 and the information statement.
- (3) This clause does not apply if, after experiencing domestic violence, the tenant ends this agreement or the tenant's interest in this agreement under chapter 5, part 1, division 3, subdivision 2A of the Act.

Division 3 Rent

8 When, how and where rent must be paid - ss 83 and 85

- (1) The tenant must pay the rent stated in this agreement for item 7.
- (2) The rent must be paid at the times stated in this agreement for item 8.
- (3) The rent must be paid -
 - (a) in a way stated in this agreement for item 9; or
 - (b) in the way agreed after the signing of this agreement by -
 - (i) the lessor or tenant giving the other party a notice proposing the way; and
 - (ii) the other party agreeing to the proposal in writing; or

- (c) if the lessor intends to change the way rent is paid to a way that is not stated in this agreement for item 9 and no way is agreed to after the signing of this agreement – in a way the lessor proposes by written notice to the tenant under section 84A.
- (4) The lessor must give the tenant written notice advising of the costs associated with the ways to pay rent offered to the tenant that the tenant would not reasonably be aware of if the lessor or lessor's agent knows or could reasonably be expected to find out about the costs.
- (5) The rent must be paid at the place stated in this agreement for item 10.
- (6) However, if, after the signing of this agreement, the lessor gives a notice to the tenant stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (7) If no place is stated in this agreement for item 10 and there is no notice stating a place, the rent must be paid at an appropriate place.

Examples of an appropriate place –

- the lessor's address for service
- the lessor's agent's office

9 Rent in advance - s 87

The lessor may require the tenant to pay rent in advance only if the payment is not more than –

- (a) for a periodic agreement – 2 weeks rent; or
- (b) for a fixed term agreement – 1 month rent.

Note – Under section 87(2), the lessor or the lessor's agent must not require a payment of rent under this agreement in a period for which rent has already been paid.

10 Rent increases - ss 91 and 93

- (1) If the lessor proposes to increase the rent, the lessor must give notice of the proposal to the tenant.
- (2) The notice must state the amount of the increased rent and the day from when it is payable.
- (3) The day stated must not be earlier than the later of the following –
 - (a) 2 months after the notice is given;
 - (b) 12 months after the last rent increase for the premises under section 93.
- (4) Subject to an order of a tribunal, the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.
- (5) However, the increased rent is payable by the tenant only if –
 - (a) the rent is increased in compliance with this clause; and
 - (b) the increased rent is not payable before the end of the minimum period before the rent may be increased under section 93; and
 - (c) the increase in rent does not relate to –
 - (i) compliance of the premises or inclusions with the prescribed minimum housing standards; or
 - (ii) keeping a pet or working dog at the premises.
- (6) Also, if this agreement is a fixed term agreement, the rent may not be increased before the term ends unless –
 - (a) this agreement provides for the rent increase; and
 - (b) this agreement states the amount of the increase or how the amount of the increase is to be worked out; and
 - (c) the increase is made in compliance with the matters mentioned in paragraph (b).

11 Application to tribunal about excessive increase - s 92

- (1) After the lessor gives the tenant notice of a proposed rent increase, the tenant may apply to the tribunal for an order setting aside or reducing the increase if the tenant believes the increase –
 - (a) is excessive; or
 - (b) is not payable under clause 10.

- (2) However, the application must be made –
 - (a) within 30 days after the notice is received; and
 - (b) for a fixed term agreement – before the term ends.

12 Rent decreases - s 94

Under section 94, the rent may decrease in certain situations.

Note – For details of the situations, see the information statement.

Division 4 Rental bond

13 Rental bond required - ss 111 and 116

- (1) If a rental bond is stated in this agreement for item 11, the tenant must pay to the lessor or the lessor's agent the rental bond amount –
 - (a) if a special term requires the bond to be paid at a stated time – at the stated time; or
 - (b) if a special term requires the bond to be paid by instalments – by instalments; or
 - (c) otherwise – when the tenant signs this agreement.
- (2) The lessor or the lessor's agent must, within 10 days of receiving the bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.
- (3) The bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.

Example – The lessor may claim against the bond if the tenant does not leave the premises in the required condition at the end of the tenancy.

Note – For how to apply to the authority or a tribunal for the bond at the end of the tenancy, see the information statement and sections 125 to 141. Delay in applying may mean that payment is made on another application for payment.

14 Increase in bond - s 154

- (1) The tenant must increase the rental bond if –
 - (a) the rent increases and the lessor gives notice to the tenant to increase the bond; and
 - (b) the notice is given at least 11 months after –
 - (i) this agreement started; or
 - (ii) if the bond has been increased previously by a notice given under this clause – the day stated in the notice, or the last notice, for making the increase.
- (2) The notice must state the increased amount and the day by which the increase must be made.
- (3) For subclause (2), the day must be at least 1 month after the tenant is given the notice.

Division 5 Outgoings

15 Outgoings - s 163

- (1) The lessor must pay all charges, levies, premiums, rates or taxes for the premises, other than a service charge.

Examples –
body corporate levies, council general rates, sewerage charges, environment levies, land tax
- (2) This clause does not apply if –
 - (a) the lessor is the State; and
 - (b) rent is not payable under the agreement; and
 - (c) the tenant is an entity receiving financial or other assistance from the State to supply rented accommodation to persons.

16 General service charges - ss 164 and 165

The tenant must pay a service charge, other than a water service charge, for a service supplied to the premises during the tenancy if –

- (a) the tenant enjoys or shares the benefit of the service; and
- (b) the service is stated in this agreement for item 12.1; and

- (c) either -
- (i) the premises are individually metered for the service; or
 - (ii) this agreement states for item 13 how the tenant's apportionment of the cost of the service is to be worked out; and
- (d) this agreement states for item 14 how the tenant must pay for the service.

Note - Section 165(3) limits the amount the tenant must pay.

17 Water service charges - ss 164, 166 and 166A

- (1) The tenant must pay an amount for the water consumption charges for the premises if -
- (a) the tenant is enjoying or sharing the benefit of a water service to the premises; and
 - (b) the premises are individually metered for the supply of water or water is supplied to the premises by delivery by means of a vehicle; and
 - (c) this agreement states for item 12.2 that the tenant must pay for water supplied to the premises.
- Note* - A water consumption charge does not include the amount of a water service charge that is a fixed charge for the water service.
- (2) However, the tenant does not have to pay an amount -
- (a) that is more than the amount of the water consumption charges payable to the relevant water supplier; or
 - (b) that is a fixed charge for the water service to the premises.
- (3) Also, the tenant does not have to pay an amount for a reasonable quantity of water supplied to the premises for a period if, during the period, the premises are not water efficient for section 166.

Note - For details about water efficiency, see the information statement.

- (4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169(4)(a) to (e).
- (5) The lessor must give the tenant copies of relevant documents about the amount payable to the relevant water supplier within 4 weeks after the lessor receives the documents.
- (6) The tenant is not required to pay an amount for the water consumption charges if the tenant has not received a copy of the documents about the amount payable to the relevant water supplier.
- (7) Subclause (9) applies if water consumption charges are payable for a period that includes part but not all of a period specified, or to be specified, in a water consumption charges document.
- (8) The tenant may be required to pay an amount calculated under section 166A using -
- (a) a meter reading for the premises recorded in a condition report; and
 - (b) a reasonable estimate of the volume of water supplied to the premises during the period for which water consumption charges are payable by the tenant mentioned in subclause (8); and
 - (c) the rate used to calculate the water consumption charge stated in the most recent water consumption charges document.
- (9) The tenant must pay the amount of the charge to the lessor within 1 month of the lessor giving the tenant copies of relevant documents about the incurring of the amount.
- (10) In this clause -

water consumption charge, for premises, means the variable part of a water service charge assessed on the volume of water supplied to the premises.

water consumption charges document means a document, issued to the lessor by the relevant water supplier, stating the amount of water consumption charges for the premises that are payable to the supplier.

Note - If there is a dispute about how much water (or any other service charge) the tenant should pay, the lessor or the tenant may attempt to resolve the dispute by conciliation. See the information statement for details.

Division 6 Rights and obligations concerning the premises during tenancy

Subdivision 1 Occupation and use of premises

18 No legal impediments to occupation - s 181

The lessor must ensure there is no legal impediment to occupation of the premises by the tenant as a residence for the term of the tenancy if, when entering into this agreement, the lessor knew about the impediment or ought reasonably to have known about it.

Examples of possible legal impediments -

- if there is a mortgage over the premises, the lessor might need to obtain approval from the mortgagee before the tenancy can start
- a certificate might be required under the *Building Act 1975* before the premises can lawfully be occupied
- the zoning of the land might prevent use of a building on the land as a residence

19 Vacant possession and quiet enjoyment - ss 182 and 183

- (1) The lessor must ensure the tenant has vacant possession of the premises (other than a part of the premises that the tenant does not have a right to occupy exclusively) on the day the tenant is entitled to occupy the premises under this agreement.
- Editor's note* - Parts of the premises where the tenant does not have a right to occupy exclusively may be identified in a special term.
- (2) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.
- (3) The lessor or the lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

20 Lessor's right to enter the premises - ss 192-199

The lessor or the lessor's agent may enter the premises during the tenancy only if the obligations under sections 192 to 199 have been complied with.

Note - See the information statement for details.

21 Tenant's use of premises - ss 10 and 184

- (1) The tenant may use the premises only as a place of residence or mainly as a place of residence or for another use allowed under a special term.
- (2) The tenant must not -
- (a) use the premises for an illegal purpose; or
 - (b) cause a nuisance by the use of the premises; or
- Examples of things that may constitute a nuisance -*
- using paints or chemicals on the premises that go onto or cause odours on adjoining land
 - causing loud noises
 - allowing large amounts of water to escape onto adjoining land
- (c) interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant; or
- (d) allow another person on the premises to interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant.

22 Units and townhouses - s 69

- (1) The lessor must give the tenant a copy of any body corporate by-laws applicable to -
- (a) the occupation of the premises; or
 - (b) any common area available for use by the tenant with the premises.
- (2) The tenant must comply with the body corporate by-laws.
- (3) Subclause (1) does not apply if -
- (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
 - (b) the lessor gave the tenant a copy of the body corporate by-laws in relation to the earlier agreement.

23 Number of occupants allowed

No more than the number of persons stated in this agreement for item 15 may reside at the premises.

24 - intentionally removed

Subdivision 2 Standard of premises

25 Lessor's obligations - s 185

- (1) At the start of the tenancy, the lessor must ensure -
 - (a) the premises are clean; and
 - (b) the premises are fit for the tenant to live in; and
 - (c) the premises are in good repair; and
 - (d) the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises.
 - (e) the premises and inclusions otherwise comply with any prescribed minimum housing standards applying to the premises or inclusions.
- (2) While the tenancy continues, the lessor must -
 - (a) maintain the premises in a way that the premises remain fit for the tenant to live in; and
 - (b) maintain the premises in good repair; and
 - (c) ensure the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises; and
 - (d) keep any common area included in the premises clean.
 - (e) ensure the premises and inclusions otherwise comply with any prescribed minimum housing standards applying to the premises or inclusions

Note - For details about the maintenance, see the information statement.

- (3) However, the lessor is not required to comply with subclause (1)(c) or (2)(a) for any non-standard items and the lessor is not responsible for their maintenance if -
 - (a) the lessor is the State; and
 - (b) the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and
 - (c) the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and
 - (d) the non-standard items are not a risk to health or safety; and
 - (e) for fixtures - the fixtures were not attached to the premises by the lessor.
- (4) In this clause -

non-standard items means the fixtures attached to the premises and inclusions supplied with the premises stated in this agreement for item 5.2.

premises include any common area available for use by the tenant with the premises.

26 Tenant's obligations generally - s 188(2), (3) and (5)

- (1) The tenant must keep the premises clean, having regard to their condition at the start of the tenancy.
- (2) The tenant must not maliciously damage, or allow someone else to maliciously damage, the premises.
- (3) The tenant's obligations under this clause do not apply to the extent the obligations would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises or inclusions caused by an act of domestic violence experienced by the tenant

Subdivision 3 The dwelling

27 Fixtures or structural changes - ss 206A-209B

- (1) The tenant may attach a fixture, or make a structural change, to the premises only if the lessor agrees to the fixture's attachment or the structural change.

Note - Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. An attachment may include, for example, something glued, nailed or screwed to a wall.

- (2) The lessor's agreement must be written, describe the nature of the fixture or change and include any terms of the agreement.

Examples of terms -

- that the tenant may remove the fixture
 - that the tenant must repair damage caused when removing the fixture
 - that the lessor must pay for the fixture if the tenant can not remove it
- (3) If the lessor does agree, the tenant must comply with the terms of the lessor's agreement.
 - (4) The lessor must not act unreasonably in failing to agree.
 - (5) If the tenant attaches a fixture, or makes a structural change, to the premises without the lessor's agreement, the lessor may -
 - (a) take action for a breach of a term of this agreement; or
 - (b) waive the breach (that is, not take action for the breach) and treat the fixture or change as an improvement to the premises for the lessor's benefit (that is, treat it as belonging to the lessor, without having to pay the tenant for it).
 - (6) A fixture may be attached, or a structural change may be made, to premises if the fixture or structural change—
 - (a) is necessary for a tenant's safety, security or accessibility; and
 - (b) is attached or made in the circumstances, and in accordance with any requirements, prescribed by regulation.

28 Supply of locks and keys - s 210

- (1) The lessor must supply and maintain all locks necessary to ensure the premises are reasonably secure.
- (2) The lessor must give the tenant, or if there is more than 1 tenant, 1 of the tenants, a key for each lock that -
 - (a) secures an entry to the premises; or
 - (b) secures a road or other place normally used to gain access to, or leave, the area or building in which the premises are situated; or
 - (c) is part of the premises.
- (3) If there is more than 1 tenant, the lessor must give the other tenants a key for the locks mentioned in subclause (2)(a) and (b).

29 Changing locks - ss 211 and 212

- (1) The lessor or tenant may change a lock at the premises only if -
 - (a) the other party to this agreement agrees to the change; or
 - (b) the lessor or tenant has a reasonable excuse for making the change; or
 - (c) the lessor or tenant believes the change is necessary because of an emergency; or
 - (d) the lock is changed to comply with an order of the tribunal.
- (2) However, the tenant may also change a lock at the premises if the tenant -
 - (a) believes the change is necessary to protect the tenant or another occupant of the premises from domestic violence; and
 - (b) engages a locksmith or other qualified tradesperson to change the lock.
- (3) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- (4) If the lessor or tenant changes the lock, the lessor or tenant must give the other party to this agreement a key for the changed lock, unless -
 - (a) the other party agrees to not being given the key; or
 - (b) a tribunal orders that the key not be given to the other party.
- (5) If the tenant changes a lock under subclause (2) and gives the lessor a key for the changed lock, the lessor must not give the key to any other person without the tenant's agreement or a reasonable excuse.
- (6) The right of the lessor or tenant to change a lock under this clause is subject to any of the following laws that apply to the premises -
 - (a) the *Body Corporate and Community Management Act 1997*;
 - (b) the *Building Units and Group Titles Act 1980*;
 - (c) a body corporate by-law

Subdivision 4 Damage and repairs

30 Meaning of emergency and routine repairs - ss 214 and 215

- (1) **Emergency repairs** are works needed to repair any of the following -
 - (a) a burst water service or serious water service leak;
 - (b) a blocked or broken lavatory system;
 - (c) a serious roof leak;
 - (d) a gas leak;
 - (e) a dangerous electrical fault;
 - (f) flooding or serious flood damage;
 - (g) serious storm, fire or impact damage;
 - (h) a failure or breakdown of the gas, electricity or water supply to the premises;
 - (i) a failure or breakdown of an essential service or appliance on the premises for hot water, cooking or heating;
 - (j) a fault or damage that makes the premises unsafe or insecure;
 - (k) a fault or damage likely to injure a person, damage property or unduly inconvenience a resident of the premises;
 - (l) a serious fault in a staircase, lift or other common area of the premises that unduly inconveniences a resident in gaining access to, or using, the premises.
- (2) Also, **emergency repairs** are works needed for the premises or inclusions to comply with the prescribed minimum housing standards.
- (3) **Routine repairs** are repairs other than emergency repairs.

31 Nominated repairer for emergency repairs - s 216

- (1) The lessor's nominated repairer for emergency repairs of a particular type must be stated either -
 - (a) in this agreement for item 18; or
 - (b) in a written notice given by the lessor to the tenant.
- (2) Item 18 or the written notice must state -
 - (a) the name and telephone number of the nominated repairer; and
 - (b) whether or not the nominated repairer is the tenant's first point of contact for notifying of the need for emergency repairs.
- (3) The lessor must give written notice to the tenant of any change of the lessor's nominated repairer or the telephone number of the nominated repairer.
- (4) This clause does not apply if -
 - (a) the lessor has given the tenant a telephone number of the lessor; and
 - (b) under this agreement the lessor is to arrange for emergency repairs to be made to the premises or inclusions.

32 Notice of damage - s 217

- (1) If the tenant knows the premises have been damaged, the tenant must give notice as soon as practicable of the damage.
- (2) If the premises need routine repairs, the notice must be given to the lessor.
- (3) If the premises need emergency repairs, the notice must be given to -
 - (a) the nominated repairer for the repairs; or
 - (b) if there is no nominated repairer for the repairs or the repairer can not be contacted - the lessor.
- (4) This clause does not apply to the tenant for damage caused by an act of domestic violence experienced by the tenant.

33 Emergency repairs arranged by tenant - ss 218 and 219

- (1) The tenant may arrange for a suitably qualified person to make emergency repairs or apply to the tribunal under section 221 for orders about the repairs if -
 - (a) the tenant has been unable to notify the lessor or nominated repairer of the need for emergency repairs of the premises; or
 - (b) the repairs are not made within a reasonable time after notice is given.

- (2) The maximum amount that may be incurred for emergency repairs arranged to be made by the tenant is an amount equal to the amount payable under this agreement for 4 weeks rent.
Note - For how the tenant may require reimbursement for the repairs, see sections 219(2) and (3) and 220 and the information statement.

Subdivision 5 Pets

33A Keeping pets and other animals at premises - ss 184B and 184G

- (1) The tenant may keep a pet or other animal at the premises only with the approval of the lessor.
- (2) However, the tenant may keep a working dog at the premises without the lessor's approval.
- (3) The tenant has the approval of the lessor to keep a pet at the premises if keeping the pet at the premises is consistent with item 17.
Notes -
 - 1 If item 17 states 2 cats, the tenant is approved by the lessor to keep up to 2 cats at the premises.
 - 2 For additional approvals to keep a pet or other animal at the premises see clause 33C.
- (4) An authorisation to keep the pet or working dog at the premises continues for the life of the pet or working dog and is not affected by any of the following matters -
 - (a) the ending of this agreement, if the tenant continues occupying the premises under a new agreement;
 - (b) a change in the lessor or lessor's agent;
 - (c) for a working dog - the retirement of the dog from the service the dog provided as a working dog.
- (5) An authorisation to keep a pet, working dog or other animal at the premises may be restricted by a body corporate by-law or other law about keeping animals at the premises.

Examples -

- 1 The premises may be subject to a local law that limits the number or types of animals that may be kept at the premises.
- 2 The premises may be subject to a body corporate by-law that requires the tenant to obtain approval from the body corporate before keeping a pet at the premises.

33B Tenant responsible for pets and other animals - s 184C

- (1) The tenant is responsible for all nuisance caused by a pet or other animal kept at the premises, including, for example, noise caused by the pet or other animal.
- (2) The tenant is responsible for repairing any damage to the premises or inclusions caused by the pet or other animal.
- (3) Damage to the premises or inclusions caused by the pet or other animal is not fair wear and tear.

33C Request for approval to keep pet - ss 184D and 184E

- (1) The tenant may, using the approved form, request the lessor's approval to keep a stated pet at the premises.
- (2) The lessor must respond to the tenant's request within 14 days after receiving the request.
- (3) The lessor's response to the request must be in writing and state -
 - (a) whether the lessor approves or refuses the tenant's request; and
 - (b) if the lessor approves the tenant's request subject to conditions - the conditions of the approval; and
Note - See clause 33D for limitations on conditions of approval to keep a pet at the premises.
 - (c) if the lessor refuses the tenant's request -
 - (i) the grounds for the refusal; and
 - (ii) the reasons the lessor believes the grounds for the refusal apply to the request.
- (4) The lessor may refuse the request for approval to keep a pet at the premises only on 1 or more of the following grounds -
 - (a) keeping the pet would exceed a reasonable number of animals being kept at the premises;

- (b) the premises are unsuitable for keeping the pet because of a lack of appropriate fencing, open space or another thing necessary to humanely accommodate the pet;
 - (c) keeping the pet is likely to cause damage to the premises or inclusions that could not practicably be repaired for a cost that is less than the amount of the rental bond for the premises;
 - (d) keeping the pet would pose an unacceptable risk to the health and safety of a person, including, for example, because the pet is venomous;
 - (e) keeping the pet would contravene a law;
 - (f) keeping the pet would contravene a body corporate by-law applying to the premises;
 - (g) if the lessor proposed reasonable conditions for approval and the conditions comply with clause 33D – the tenant has not agreed to the conditions;
 - (h) the animal stated in the request is not a pet as defined in section 184A;
 - (i) another ground prescribed by a regulation under section 184E(1)(j).
- (5) The lessor is taken to approve the keeping of the pet at the premises if –
- (a) the lessor does not comply with subclause (2); or
 - (b) the lessor's response does not comply with subclause (3).

33D Conditions for approval to keep pet at premises – s 184F

- (1) The lessor's approval to keep a pet at the premises may be subject to conditions if the conditions –
 - (a) relate only to keeping the pet at the premises; and
 - (b) are reasonable having regard to the type of pet and the nature of the premises; and
 - (c) are stated in the written approval given to the tenant in a way that is consistent with clause 33C(3).
- (2) Without limiting subclause (1)(b), the following conditions of the lessor's approval are taken to be reasonable –
 - (a) if the pet is not a type of pet ordinarily kept inside – a condition requiring the pet to be kept outside at the premises;
 - (b) if the pet is capable of carrying parasites that could infest the premises – a condition requiring the premises to be professionally fumigated at the end of the tenancy;
 - (c) if the pet is allowed inside the premises – a condition requiring carpets in the premises to be professionally cleaned at the end of the tenancy.
- (3) A condition of the lessor's approval to keep a pet at the premises is void if the condition –
 - (a) would have the effect of the lessor contravening section 171 or 172; or
 - (b) would, as a term of this agreement, be void under section 173; or
 - (c) would increase the rent or rental bond payable by the tenant; or
 - (d) would require any form of security from the tenant.
- (4) For subclause (2), the premises are professionally fumigated, and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.

Division 7 Restrictions on transfer or subletting by tenant

34 General - ss 238 and 240

- (1) Subject to clause 35, the tenant may transfer all or a part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing or if the transfer or subletting is made under a tribunal order.

- (2) The lessor must act reasonably in failing to agree to the transfer or subletting.
- (3) The lessor is taken to act unreasonably in failing to agree to the transfer or subletting if the lessor acts in a capricious or retaliatory way.
- (4) The lessor or the lessor's agent must not require the tenant to pay, or accept from the tenant, an amount for the lessor's agreement to a transfer or subletting by the tenant, other than an amount for the reasonable expenses incurred by the lessor in agreeing to the transfer or subletting.

35 State assisted lessors or employees of lessor - s 237

- (1) This clause applies if –
 - (a) the lessor is the State; or
 - (b) the lessor is an entity receiving assistance from the State to supply rented accommodation; or
 - (c) the tenant's right to occupy the premises comes from the tenant's terms of employment.
- (2) The tenant may transfer the whole or part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing to the transfer or subletting.

Division 8 When agreement ends

36 Ending of agreement - s 277

- (1) This agreement ends only if –
 - (a) the lessor and tenant agree, in a separate written document, to end this agreement; or
 - (b) the lessor gives a notice to leave premises to the tenant under section 326 and the tenant hands over vacant possession of the premises to the lessor on or after the handover day; or
 - (c) the tenant gives a notice of intention to leave premises to the lessor under section 327 and hands over vacant possession of the premises to the lessor on or after the handover day; or
 - (d) the tenant vacates, or is removed from, the premises after receiving a notice from a mortgagee or appointed person under section 317; or
 - (e) the tenant abandons the premises and the period for which the tenant paid rent has ended; or
 - (f) the tribunal makes an order terminating this agreement.
- (2) Also, this agreement ends for a sole tenant if –
 - (a) the tenant gives the lessor a notice ending tenancy interest and hands over vacant possession of the premises; or
Note – See chapter 5, part 1, division 3, subdivision 2A of the Act for the obligations of the lessor and tenant relating to a notice ending tenancy interest.
 - (b) the tenant dies.

Note – See section 324A for when this agreement ends if a sole tenant dies.

37 Condition premises must be left in - s 188(4) and (5)

- (1) At the end of the tenancy, the tenant must leave the premises, as far as possible, in the same condition they were in at the start of the tenancy, fair wear and tear excepted.
Examples of what may be fair wear and tear –
 - wear that happens during normal use
 - changes that happen with ageing
- (2) The tenant's obligation mentioned in subclause (1) does not apply to the extent the obligation would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises or inclusions caused by an act of domestic violence experienced by the tenant.

General tenancy agreement (Form 18a)*Residential Tenancies and Rooming Accommodation Act 2008***38 Keys**

At the end of the tenancy, the tenant must return to the lessor all keys for the premises.

39 Tenant's forwarding address - s 205(2) and (3)

- (1) When handing over possession of the premises, the tenant must, if the lessor or the lessor's agent asks the tenant in writing to state the tenant's new residential address, tell the lessor or the agent the tenant's new residential address.
- (2) However, subclause (1) does not apply if -
 - (a) the tenant has a reasonable excuse for not telling the lessor or agent the new address; or
 - (b) after experiencing domestic violence, the tenant ended this agreement, or the tenant's interest in this agreement, under chapter 5, part 1, division 3, subdivision 2A of the Act.

40 Exit condition report - s 66

- (1) As soon as practicable after this agreement ends, the tenant must prepare, in the approved form, and sign a condition report for the premises and give 1 copy of the report to the lessor or the lessor's agent.
Example of what might be as soon as practicable - when the tenant returns the keys to the premises to the lessor or the lessor's agent
Note - For the approved form for the condition report, see the information statement. The report may be very important in deciding who is entitled to a refund of the rental bond if there is a dispute about the condition of the premises.
- (2) The lessor or the lessor's agent must, within 3 business days after receiving the copy of the report -
 - (a) sign the copy; and
 - (b) if the lessor or agent does not agree with the report - show the parts of the report the lessor or agent disagrees with by marking the copy in an appropriate way; and
 - (c) if the tenant has given a forwarding address to the lessor or agent - make a copy of the report and return it to the tenant at the address.
- (3) The lessor or agent must keep a copy of the condition report signed by both parties for at least 1 year after this agreement ends.

41 Goods or documents left behind on premises - ss 363 and 364

- (1) The tenant must take all of the tenant's belongings from the premises at the end of the tenancy.
- (2) The lessor may not treat belongings left behind as the lessor's own property, but must deal with them under sections 363 and 364.
Note - For details of the lessor's obligations under sections 363 and 364, see the information statement. They may include an obligation to store goods and may allow the lessor to sell goods and pay the net sale proceeds (after storage and selling costs) to the public trustee.

Division 9 Miscellaneous**42 Supply of goods and services - s 171**

- (1) The lessor or the lessor's agent must not require the tenant to buy goods or services from the lessor or a person nominated by the lessor or agent.
- (2) Subclause (1) does not apply to -
 - (a) a requirement about a service charge; or
Note - See section 164 for what is a service charge.
 - (b) a condition of an approval to keep a pet if the condition -
 - (i) requires the carpets to be cleaned, or the premises to be fumigated, at the end of the tenancy; and
 - (ii) complies with clause 33D; and
 - (iii) does not require the tenant to buy cleaning or fumigation services from a particular person or business.

43 Lessor's agent

- (1) The name and address for service of the lessor's agent is stated in this agreement for item 3.
- (2) Unless a special term provides otherwise, the agent may -
 - (a) stand in the lessor's place in any application to a tribunal by the lessor or the tenant; or
 - (b) do any thing else the lessor may do, or is required to do, under this agreement.

44 Notices

- (1) A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.
Note - Download approved forms via the RTA website rta.qld.gov.au.
- (2) A notice from the tenant to the lessor may be given to the lessor's agent.
- (3) A notice may be given to a party to this agreement or the lessor's agent -
 - (a) by giving it to the party or agent personally; or
 - (b) if an address for service for the party or agent is stated in this agreement for item 1, 2 or 3 - by leaving it at the address, sending it by prepaid post as a letter to the address; or
 - (c) if a facsimile number for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by facsimile - by sending it by facsimile to the facsimile number in accordance with the *Electronic Transactions (Queensland) Act 2001*; or
 - (d) if an email address for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by email - by sending it electronically to the email address in accordance with the *Electronic Transactions (Queensland) Act 2001*.
- (4) A party or the lessor's agent may withdraw his or her consent to notices being given to them by facsimile or email only by giving notice to each other party that notices are no longer to be given to the party or agent by facsimile or email.
- (5) If no address for service is stated in this agreement for item 2 for the tenant, the tenant's address for service is taken to be the address of the premises.
- (6) A party or the lessor's agent may change his or her address for service, facsimile number or email address only by giving notice to each other party of a new address for service, facsimile number or email address.
- (7) On the giving of a notice of a new address for service, facsimile number or email address for a party or the lessor's agent, the address for service, facsimile number or email address stated in the notice is taken to be the party's or agent's address for service, facsimile number or email address stated in this agreement for item 1, 2 or 3.
- (8) Unless the contrary is proved -
 - (a) a notice left at an address for service is taken to have been received by the party to whom the address relates when the notice was left at the address; and
 - (b) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post; and
 - (c) a notice sent by facsimile is taken to have been received at the place where the facsimile was sent when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; and
 - (d) a notice sent by email is taken to have been received by the recipient when the email enters the recipient's email server.

Part 3 Special terms

Insert any special terms here and/or attach a separate list if required. See clause 2(3) to 2(5)

Refer to attached special terms approved by the Real Estate Institute of Queensland.

PETS - The Tenant acknowledges and agrees to the following terms:

1. Any pet/s other than the approved pet/s specified in the General Tenancy Agreement must first be requested by the Tenant in writing via a separate Pet Application giving full details and then be approved in writing by the Lessor PRIOR to the pet/s being allowed onto the Premises.

Pet approval may be subject to specific criteria and must be complied with.

Approval is NOT guaranteed.

2. The Tenant shall be liable for any damage or injury whatsoever caused by the pet/s on the Property, whether they are the Tenants pets or their guests pets and regardless of their approval status.

3. The Tenant accepts full responsibility and indemnifies the Lessor for any claims by or injuries to third parties or their Property caused by, or as result of actions by their pet/s or their guests pet/s, and regardless of their approval status.

4. The Tenant agrees to arrange for Flea Fumigation at the end of the Tenancy or at a time during the Tenancy as required or requested by the Lessor / Lessors Agent to be carried out by a Company complying with Australian Standards.

5. The pet/s are to be outside at all times, unless specified otherwise in the General Tenancy Agreement. Guide dogs are an exception.

6. If the pet is a dog, the Tenant agrees to restrain or remove the dog from the premises for the duration of inspections arranged by the Agent with the required notice given.

Names of Approved Occupants:

The tenant/s must receive a copy of the information statement (Form 17a) and a copy of any applicable by-laws if copies have not previously been given to the tenant/s. **Do not send to the RTA - give this form to the tenant/s, keep a copy for your records.**

 **Other languages:** You can access a free interpreter service by calling the RTA on 1300 366 311 (Monday to Friday, 8:30am to 5:00pm).

Signature of lessor/agent

Name/trading name

Beyond Reserve T/As Coastal Property Agents

Signature

Signed by:

F19E2D16F31F46B...

Date 17-03-25

Signature of tenant 1

Print name

Paige Mengel

Signature

Signed by:

B7D445836EE94A5...

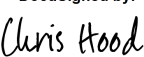
Date 14-03-25

Signature of tenant 2

Print name

Chris Hood

Signature

DocuSigned by:

283795618E3642E...

Date 15-03-25 /

Signature of tenant 3

Print name

Vanessa Hood

Signature

Signed by:

283795618E3642E...

Date 15-03-25

Special Terms

These Special Terms have been adopted and approved by The Real Estate Institute of Queensland Ltd.

45 Occupation and use of premises

The tenant must not permit persons other than the persons nominated as approved occupants in Part 3 of this agreement to reside at the premises without the written consent of the lessor. The lessor must act reasonably in exercising the lessor's discretion when determining whether or not to consent to a request by the tenant for any change to the approved tenants or occupants.

46 Subletting via online home sharing platforms

The use of online home sharing platforms, such as AirBnB, which grant exclusive possession of the property, or any part thereof, to guests, shall be deemed to be subletting of the property and require compliance with clause 34.

47 Care of the premises by the tenant

- (1) During the tenancy, the tenant must-
 - (a) not do anything that might block any plumbing or drains on the premises;
 - (b) keep all rubbish in the bin provided by the local authority in an area designated by the lessor or as the local authority may require;
 - (c) put the bin out for collection on the appropriate day for collection and return the bin to its designated place after the rubbish has been collected;
 - (d) maintain the lawns and gardens at the premises having regard to their condition at the commencement of the tenancy, including mowing the lawns, weeding the gardens and watering the lawns and gardens (subject to council water restrictions);
 - (e) subject to the lessor's obligations under clause 25(1)(e) and 25(2)(e), keep the premises free from pests and vermin, having regard to the condition of the premises at the commencement of the tenancy;
 - (f) keep the walls, floors, doors and ceilings of the premises free of nails, screws or adhesive substances, unless otherwise agreed to by the lessor in accordance with clause 27;
 - (g) keep the swimming pool, filter and spa equipment (if any) clean and at the correct chemical levels having regard to their condition at the start of the tenancy;
 - (h) not interfere with nor make non-operational any facility that may be provided with the premises (eg. smoke alarms, fire extinguishers, garden sprinkler systems, hoses etc).
- (2) The obligations of the tenant at the end of the tenancy regarding the conditions of the premises include-
 - (a) if the carpets were cleaned to a certain standard at the start of the tenancy, the tenant must ensure the carpets are cleaned to the same standard, fair wear and tear excepted, at the end of the tenancy. For the sake of clarity, a special term or condition for approval to keep a pet at the premises requiring carpets in the premises to be professionally cleaned at the end of the tenancy overrides this special term;
 - (b) if the property was free of pests and vermin at the start of the tenancy, the tenant must ensure the property meets the same standard at the end of the tenancy. For the sake of clarity, a special term or condition for approval to keep a pet at the premises requiring the premises to be professional fumigated at the end of the tenancy overrides this special term;
 - (c) repairing the tenant's intentional or negligent damage to the premises or inclusions;
 - (d) returning the swimming pool, filter and spa equipment (if any) to a clean condition with correct chemical levels having regard to their condition at the start of the tenancy;
 - (e) replacing inclusions damaged during the tenancy having regard to their condition at the start of the tenancy, fair wear and tear excepted;
 - (f) mowing lawns, weeding gardens having regard to their condition at the start of the tenancy;
 - (g) remove all property other than that belonging to the lessor or on the premises at the start of the tenancy.

48 Photographs of the property during an inspection

- (1) The tenant consents to photographs being taken of the property during an inspection arranged by the lessor or the lessor's agent in accordance with section 192(1)(a), for the purposes of documenting the condition of the property at the time of the inspection.
- (2) For the sake of clarity, if any photographs taken during an inspection of the property show something belonging to the tenant, the lessor or lessor's agent must obtain the tenant's written consent in order to use the photographs in an advertisement for the property in accordance with section 203.

49 Locks and keys

- (1) The lessor may claim from the tenant costs incurred by the lessor as a result of the tenant losing any key, access keycard or remote control relating to the premises which has been provided to the tenant (by the lessor, a body corporate or other person), including costs in connection with:
 - (a) replacing the key, access keycard or remote control; and
 - (b) gaining access to the premises.
- (2) The tenant acknowledges that the lessor's agent may retain a duplicate set of keys.
- (3) If a tenant changes a lock at the premises in accordance with clause 29, the tenant must immediately provide the lessor and/or lessor's agent with the key for the changed lock unless clauses 29(4)(a) or (b) are applicable regarding the provision of the key.
- (4) If a tenant changes a lock under clause 29(2) and gives the key to the lessor in accordance with clause 29(5), the tenant agrees for the key to be given to the lessor's agent.

Special Terms *continued...*

These Special Terms have been adopted and approved by The Real Estate Institute of Queensland Ltd.

50 Liability excluded

The tenant shall be liable for and shall indemnify and defend the lessor from, and against, any and all losses, claims, demands, actions, suits (including costs and legal fees on an indemnity basis), and damages, including, but not limited to:

- (a) injury, bodily or otherwise, or death of any person, including the tenant or an approved occupant; or
- (b) loss, damage to, or destruction of, property whether real or personal, belonging to any person, including the tenant or an approved occupant;

as a direct or indirect result of the tenant's negligent acts or omissions.

51 Lessor's insurance

(1) If the lessor does have insurance cover the tenant must not do, or allow anything to be done, that would invalidate the lessor's insurance policy for the premises or increase the lessor's premium in relation to that policy.

(2) The lessor may claim from the tenant -

- (a) any increase in the premium of the lessor's insurance; and
- (b) any excess on claim by the lessor on the lessor's insurance; and
- (c) any other cost and expenses incurred by the lessor;

as a direct or indirect result of the tenant's negligent acts or omissions.

52 Tenant's insurance

It is the responsibility of the tenant and/or approved occupant to adequately insure their own property and possessions.

53 Smoke alarm obligations

The tenant must-

(1) Test each smoke alarm in the premises-

- (a) at least once every 12 months; or
- (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period;
 - (i) For an alarm that can be tested by pressing a button or other device to indicate whether the alarm is capable of detecting smoke - by pressing the button or other device;
 - (ii) Otherwise, by testing the alarm in the way stated in the Information Statement (RTA Form 17a) provided to the tenant/s at the commencement of the tenancy.

(2) Replace each battery that is spent, or that the tenant/s is aware of is almost spent, in accordance with the Information Statement provided to the tenant/s at the commencement of the tenancy;

(3) Advise the lessor as soon as practicable if the tenant/s become/s aware that a smoke alarm in the premises has failed or is about to fail (other than because the battery is spent or almost spent); and
Note: In interpreting the word "spent" when referring to a battery, the term is used to include reference to a battery which is flat, non-functioning or lacking in charge that it does not properly operate the smoke alarm.

(4) Clean each smoke alarm in the premises in the way stated in the Information Statement provided to the tenant/s at the commencement of the tenancy:

- (a) at least once every 12 months; or
- (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period;

In the event that the tenant/s engages a contractor/tradesperson (as listed in Item 18) to meet the tenant/s obligations listed under this special term, such engagement shall be at the tenant/s' own cost and expense.

(5) Not tamper with or otherwise render a smoke alarm inoperative. Such an act will constitute malicious damage in accordance with section 188 of the Act.

54 Portable pool obligations

(1) The tenant must-

- (a) Obtain the lessor's consent for a portable pool at the premises of a depth of 300mm or greater;
- (b) Where consent is to be provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, provide the lessor and/or the agent with details of the type and description of the proposed portable pool.

(2) Where consent is provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, the tenant agrees to:

- (a) Maintain and repair the portable pool at the tenant's own expense;
- (b) In accordance with the *Building Act 1975* obtain, maintain and renew a Pool Safety Certificate for a regulated pool, which includes a requirement for a compliant pool fence and, provide a copy of the Pool Safety Certificate to the lessor and/or agent;
- (c) Where a compliant pool fence is required for a regulated pool, obtain the lessor's consent regarding a proposed fence in accordance with clause 27 of the standard terms;
- (d) In circumstances where consent is provided to the tenant by the lessor in accordance with clause 27 of the standard terms, construct and maintain the fence as required by the *Building Act 1975*, at the tenant's own expense.

(3) In accordance with special term 54(1) and 54(2), where consent is provided by the lessor to the tenant for a portable pool of a depth of 300mm or greater and/or as prescribed by the *Building Act 1975*, the tenant hereby agrees to indemnify and hold harmless the lessor and agent for any loss, claim, suit or demand, brought, caused or contributed to, directly or indirectly, by the portable pool.

Special Terms *continued...*

These Special Terms have been adopted and approved by The Real Estate Institute of Queensland Ltd.

55 Pets

If the pet is permitted inside, this special term applies:

- (1) In addition to clause 33A(3), the lessor approves a pet as stated in Item 17 of this agreement to be kept inside a dwelling on the premises, conditional on:
 - (a) if the pet is capable of carrying parasites that could infest the premises, the premises being professionally fumigated at the end of the tenancy; and
 - (b) the carpets in the premises being professionally cleaned at the end of the tenancy.

Note: For the purpose of this special term, a dwelling on the premises shall include any structure on the premises designed to be used as a residence for human habitation. A dwelling shall also include any enclosed area, room or structure attached to the dwelling, including but not limited to any garage, sunroom or enclosed veranda.
- (2) The premises are professionally fumigated and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.
- (3) For the sake of clarity, the conditions outlined in special term 55 relate only to the lessor's approval to keep a pet at the premises as stated in Item 17 of this agreement.
- (4) For requests for approval to keep a pet at the premises inconsistent with Item 17 of this agreement, see clauses 33C and 33D of this agreement and sections 184D to 184F of the Act.

56 Electronic Signing

- (1) Electronic Signature means an electronic method of signing that identifies the person and indicates their intention to sign this agreement;
- (2) If this agreement is signed by any party or the lessor's agent using an Electronic Signature, the tenant and the lessor:
 - (a) agree to enter into this agreement in electronic form; and
 - (b) consent to either, or both parties, or the lessor's agent signing this agreement using an Electronic Signature.

REIQ Accredited Agency

Special Condition

General Tenancy - Smoking Not Allowed on Premises

SMOKING NOT ALLOWED ON PREMISES

- (a) The Tenant must not, or allow any other person to, use or smoke tobacco or other smoke producing substance within any dwelling on the premises.
- (b) For the purposes of this Special Term a dwelling contained on the Premises shall include any enclosed area, room or structure attached to the dwelling, including but not limited to any garage, sunroom or enclosed veranda. A dwelling shall include any structure on the Premises designed to be used as a residence for human habitation.

INITIALS *(Note: initials not required if signed with Electronic Signature)*

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Annexure A

Annexure A

Agent's Entry

The Agent, having complied with the requirements of the Act, may enter the Premises to:

- (1) carry out quarterly inspections of the Premises by a representative of the Agent
- (2) check that any breaches of the tenancy have been rectified
- (3) through itself or its authorised tradespeople, enter the Premises to carry out maintenance and repairs

And if the Tenant/s are not present, the Agent is authorised to enter the Premises using its own keys.

Air Conditioning Filters and Exhaust Fans

The Tenant/s agree to clean the air conditioner filters, ceiling fans and exhaust fans every 12 months and upon vacating the Premises.

Blinds and Curtains Cords

The Tenant confirms where curtains and blinds in the premises are fitted with tie downs and tension devices it is the Tenant's responsibility to ensure curtain or blind cords are always kept secured. Where in compliance with consumer legislation a label is attached to a cord or chain warning of potential danger of unsecured cord or chains (Swing Tag) the tenant must ensure the Swing Tag is not removed and notify the agent if it is removed.

Driveway or Car Space Areas

Where the Premises includes a car space and/or driveway for the Tenant's exclusive use, the Tenant acknowledges and confirms it is the Tenant's responsibility to keep such areas free of oil stains and otherwise keep such areas clean and tidy.

Electronic Communications Servicing the Premises

The Tenant must satisfy itself as to the provisions of any electronic communication services to the Premises (internet, television - analogue, digital or cable). The Lessor gives no warranty in respect to the provisions or adequacy of such services to the Premises.

Photos - Condition Reports

Photos accompanying Condition Reports form part of the Condition Reports.

Vehicles

The parties agree the Tenant and/or the Tenant's invitees are not to park or store vehicles including trailers on areas other than those designated for parking.

Unauthorized Animals - Indemnity

The Tenant agrees the Tenant shall be responsible for any animal the Tenant brings or allows upon the Premises either with or without the consent of the Lessor and the Tenant will be solely liable for any or all loss, damage or injury suffered by any person or to any property as a result of such animal being upon the Premises.

Vacating Premises (Notice)

The Tenant must give the Lessor written notice, in accordance with Chapter 5, Part 1, Division 3, Subdivision 2 of the Residential Tenancies and Rooming Accommodation Act 2008, prior to the tenancy expiry date, to the Lessor in the approved form of its intention to vacate the Premises.

Receipt of Documents

1. The Tenant acknowledges having received a form 17a upon signing the Tenancy Agreement for the Premises.
2. The Tenant acknowledges having received a form 1a Condition Report for completion and return to the Lessor in accordance with Clause 5(3) of the Standard Terms of this Agreement.

Tradesperson Callout Where Tenant is Responsible

If the Tenant/s requests the services of a tradesperson to carry out repairs on the Premises and there is no fault found or the fault is found to have been caused by the Tenant/s or their guests or the Tenant's own property, the Tenant/s acknowledge and agree it will be responsible for payment of the fees charged by such tradesperson.



Annexure B

Driveway or Car Space Areas
Where the Premises includes a car space and/or driveway for the Tenant's exclusive use, the Tenant acknowledges and confirms it is the Tenant's responsibility to keep such areas free of oil stains and otherwise keep such areas clean and tidy.

Smoking - Units in a Community Title Scheme
No smoking by any Tenant or guest is permitted in the indoor areas of the unit or terrace house or in any lifts, foyers or other common areas nor shall the Tenant leave around the Premises, debris arising from smoking.

Units - Falsely Sounding Fire Alarm
The Tenant acknowledges and confirms it shall be liable to pay any charge imposed under the Fire and Rescue Service Act 1990 imposed by relevant fire authorities arising from the Tenant or Tenant's guests or visitors inappropriately activating the fire alarms in or relating to the Premises.

Swimming Pool Requirements (Unit complex includes a swimming pool)

1. Where the unit complex in which the Premises is located includes a swimming pool/s the owner of the unit complex (the body corporate) is responsible for ensuring the swimming pool fence is compliant with current swimming pool safety requirements.
2. The Tenant is responsible for, and must ensure, when using the swimming pool that the gate accessing the swimming pool is securely closed at all times when not in use and that there are no climbable objects near the swimming pool fence and swimming pool barriers that would allow children to access the swimming pool.
3. The Tenant must not interfere with or obscure or move any resuscitation sign or warning notices from the swimming pool area.