

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

Property address

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

Lot on plan description

Community titles scheme
or BUGTA scheme:

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

Yes

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

No

*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	<p>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.</p> <p>You should seek legal advice about your rights and obligations before signing the contract.</p>
Unregistered encumbrances (excluding statutory encumbrances)	<p>There are encumbrances not registered on the title that will continue <input type="checkbox"/> Yes <input type="checkbox"/> No to affect the property after settlement.</p> <p>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.</p> <p>Unregistered lease (if applicable)</p> <p>If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:</p> <ul style="list-style-type: none"> » the start and end day of the term of the lease: » the amount of rent and bond payable: » whether the lease has an option to renew: <p>Other unregistered agreement in writing (if applicable)</p> <p>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. <input type="checkbox"/> Yes</p> <p>Unregistered oral agreement (if applicable)</p> <p>If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:</p>
Statutory encumbrances	<p>There are statutory encumbrances that affect the property. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>If Yes, the details of any statutory encumbrances are as follows:</i></p>
Residential tenancy or rooming accommodation agreement	<p>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. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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>)</p> <p>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.</p> <p>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.</p>

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>):		
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.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	The lot is affected by a notice of intention to resume the property or any part of the property.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i>		
* <i>Transport infrastructure</i> has the meaning defined in the <i>Transport Infrastructure Act 1994</i> . A <i>proposal</i> means a resolution or adoption by some official process to establish plans or options that will physically affect the property.			
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> .	<input type="checkbox"/> Yes	<input type="checkbox"/> 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).	<input type="checkbox"/> Yes	<input type="checkbox"/> 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).	<input type="checkbox"/> Yes	<input type="checkbox"/> 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).	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Trees	There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property.	<input type="checkbox"/> Yes	<input type="checkbox"/> 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).	<input type="checkbox"/> Yes	<input type="checkbox"/> 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.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Pool compliance certificate is given.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	OR Notice of no pool safety certificate is given.	<input type="checkbox"/> Yes	<input type="checkbox"/> 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.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<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>		
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.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	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.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<i>If Yes, a copy of the notice or order must be given by the seller.</i>		
Building Energy Efficiency Certificate	If the property is a commercial office building of more than 1,000m ² , 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: _____ Date Range: _____
	OR
	The property is currently a rates exempt lot.** <input type="checkbox"/>
	OR
	The property is not rates exempt but no separate assessment of rates <input type="checkbox"/> 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: _____ Date Range: _____
	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

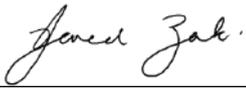
(If the property is part of a community titles scheme or a BUGTA scheme this Part must be completed)

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	<p>The property is included in a community titles scheme. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>(If Yes, complete the information below)</i></p>
Community Management Statement	<p>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. <input type="checkbox"/> Yes</p> <p>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.</p>
Body Corporate Certificate	<p>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. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>If No</i>— An explanatory statement is given to the buyer that states: <input type="checkbox"/> Yes</p> <ul style="list-style-type: none"> » 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	<p>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.</p>
Building Units and Group Titles Act 1980	<p>The property is included in a BUGTA scheme <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>(If Yes, complete the information below)</i></p>
Body Corporate Certificate	<p>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. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>If No</i>— An explanatory statement is given to the buyer that states: <input type="checkbox"/> Yes</p> <ul style="list-style-type: none"> » 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. <p>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.</p>

Signatures – SELLER



as solicitor
on behalf of the seller

Signature of seller

Signature of seller

ANTHONY ROBERT HEARN

Name of seller

Name of seller

04/02/2026

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: 51319317	Search Date: 28/01/2026 11:27
Date Title Created: 13/06/2023	Request No: 54842359
Previous Title: 13139153	

ESTATE AND LAND

Estate in Fee Simple

LOT 2 SURVEY PLAN 326648

Local Government: GOLD COAST

COMMUNITY MANAGEMENT STATEMENT 55896

REGISTERED OWNER

Dealing No: 723698212 25/11/2024

ANTHONY ROBERT HEARN

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10321095 (POR 62)
2. MORTGAGE No 723698213 25/11/2024 at 15:40
BANK OF QUEENSLAND LIMITED A.C.N. 009 656 740

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

Land Title Act 1994; Land Act 1994
Form 21 Version 4

SURVEY PLAN

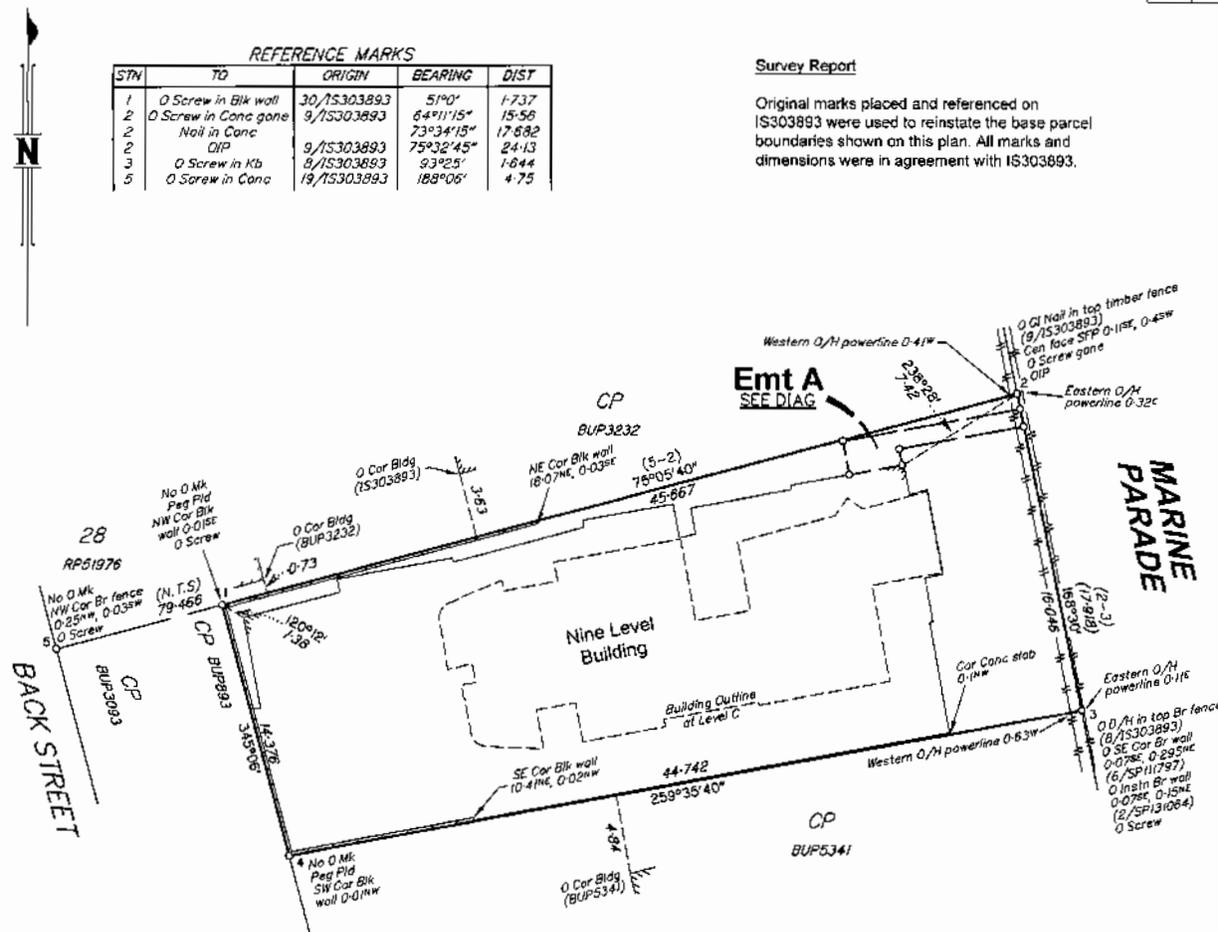
Sheet 1 of 4

REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST
1	O Screw in Blk wall	30/15303893	51°0'	1.737
2	O Screw in Conc gone	9/15303893	64°11'15"	15.56
3	Nail in Conc		73°34'15"	17.682
4	OIP	9/15303893	75°32'45"	24.13
5	O Screw in Kb	8/15303893	93°25'	1.644
6	O Screw in Conc	19/15303893	188°06'	4.75

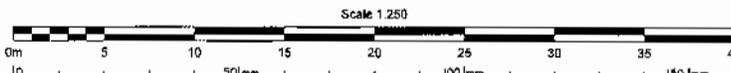
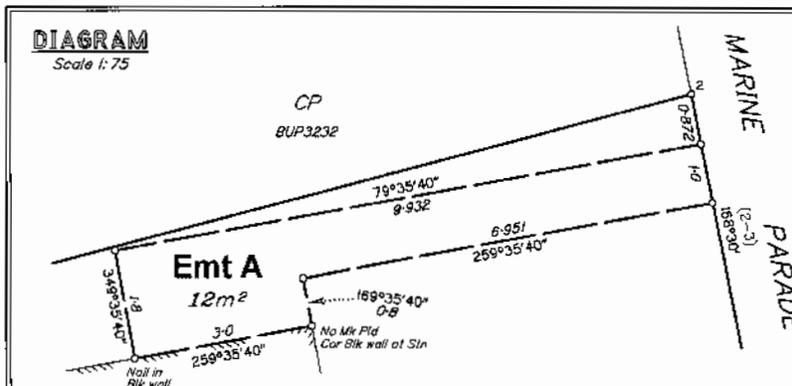
Survey Report

Original marks placed and referenced on IS303893 were used to restate the base parcel boundaries shown on this plan. All marks and dimensions were in agreement with IS303893.



Peg placed at all new corners, unless otherwise stated.

Area of Base Parcel
729 m²



B.B.H. PTY. LTD. (ACN 010 427 531) (trading as Bennett and Bennett Group) hereby certify that the land comprised in this plan was surveyed by the corporation, by Joshua Liam Sinclair, Surveying Associate, for whose work the corporation accepts responsibility, under the supervision of Sean Finigan, Cadastral Surveyor, and that the plan is accurate, that the said survey was performed in accordance with the Survey and Mapping Infrastructure Act 2003 and Survey and Mapping Act 2003 and associated Regulations and Standards. The survey was completed on 04/04/2023.



Plan of Lots 1-7 & Common Property and Easement A in Common Property

Cancelling Lot 1 on RP89905

LOCAL GOVERNMENT:
GOLD COAST CITY COUNCIL

LOCALITY:
BIGGERA WATERS

Meridian: **15303893**

Survey Records: *No*

Scale: **1:250**

Format: **BUILDING**



SP326648

Bennett + Bennett 15303893_002_BPP-DWG-SOS 23/03/2023

722521751

EL 400 \$1,220.08
05/06/2023 15:55:00

(Dealing No.)

**WARNING : Folded or Mutilated Plans will not be accepted.
Plans may be rolled.
Information may not be placed in the outer margins.**

Sheet 2 of 4

4. Lodged by

(Include address, phone number, reference, and Lodger Code)

Existing		Created		
Title Reference	Description	New Lots	Road	Secondary Interests
13139153	Lot 1 on RP89905	1-7 & CP	—	Emt A

MORTGAGE ALLOCATIONS

Mortgage	Lots Fully Encumbered	Lots Partially Encumbered
721537741	1 - 7	—

Notification previously issued to the owner(s) of Lot 1 on RP89905 and Marine Parade on 1/12/2021, refer to IS303893.

Development Approval: 6/12/2021

6. 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~~

M. J. ... 6/04/2023
Cadastral Surveyor/Director* Date

*delete words not required

7. Lodgement Fees:

Survey Deposit	\$
Lodgement	\$
... New Titles	\$
Photocopy	\$
Postage	\$
TOTAL	\$

8. Insert Plan Number **SP326648**

1-7 & CP	Por 62
Lots	Orig

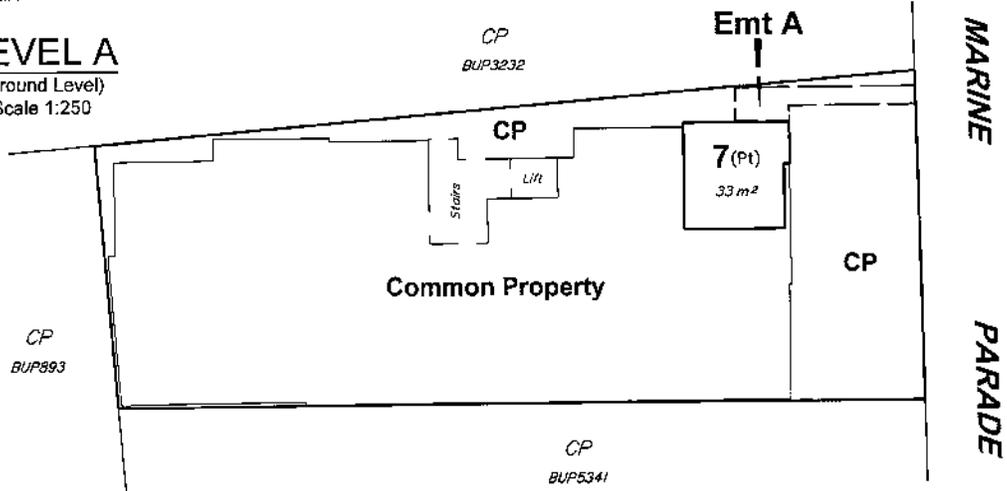
2. Orig Grant Allocation :

3. References :
Dept File :
Local Govt :
Surveyor : 15238

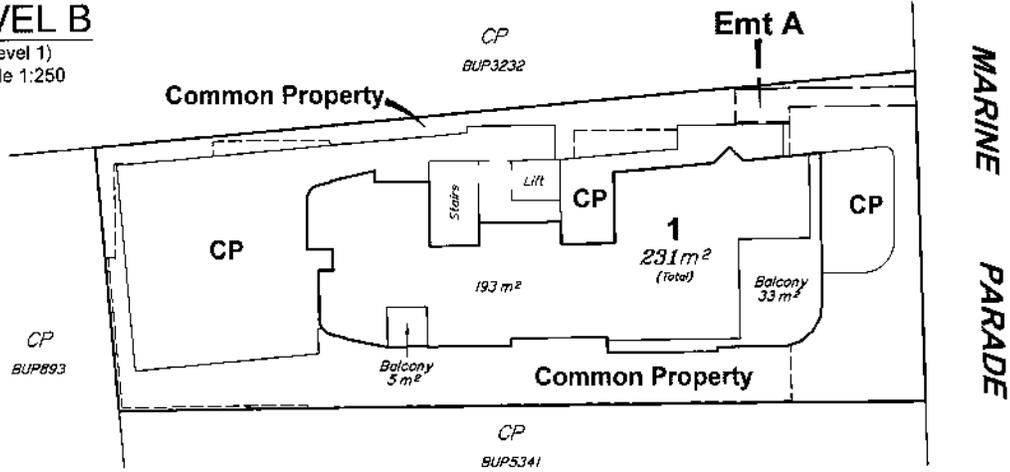
5. Passed & Endorsed :

By: B.B.H. PTY LTD ACN 010 427 531
Date: 6/04/2023
Signed: *M. J. ...*
Designation: Cadastral Surveyor/Director

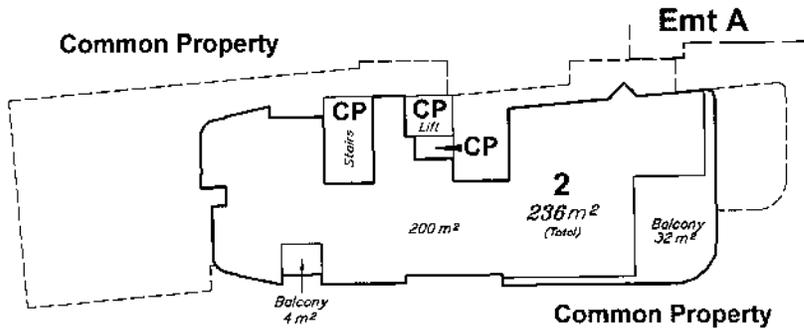
LEVEL A
(Ground Level)
Scale 1:250



LEVEL B
(Level 1)
Scale 1:250



LEVEL C
(Level 2)
Scale 1:250



--- Denotes line of level below



State copyright reserved.

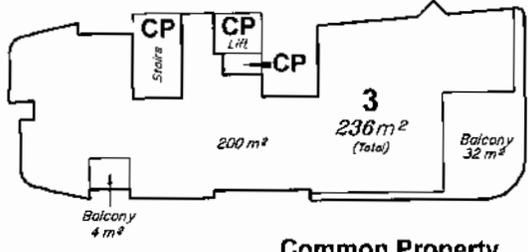
Insert Plan Number
SP326648

Bennett + Bennett 05/3/02_BPP.DWG SDS 23/03/2003

LEVEL D

(Level 3)
Scale 1:250

Common Property

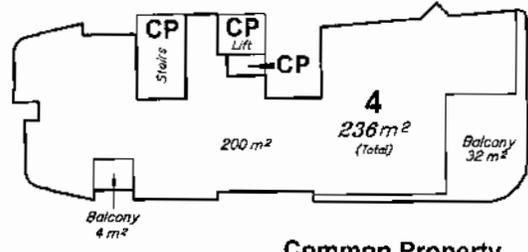


Common Property

LEVEL E

(Level 4)
Scale 1:250

Common Property



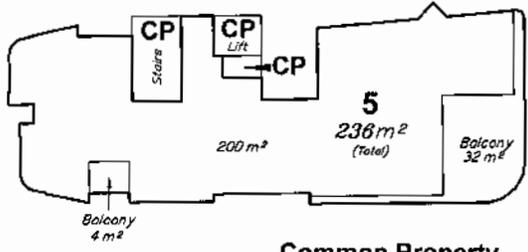
Common Property



LEVEL F

(Level 5)
Scale 1:250

Common Property

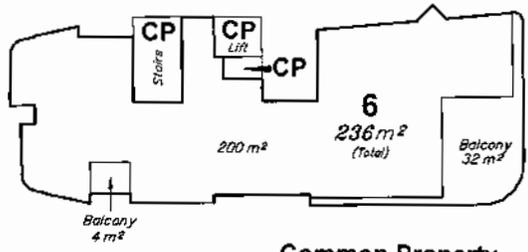


Common Property

LEVEL G

(Level 6)
Scale 1:250

Common Property

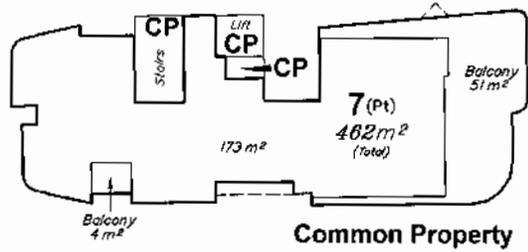


Common Property

LEVEL H

(Level 7)
Scale 1:250

Common Property

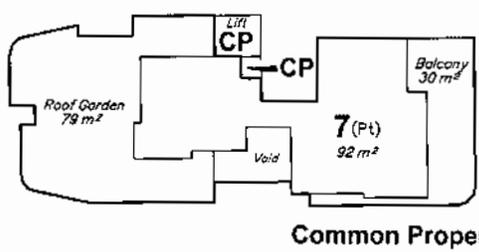


Common Property

LEVEL I

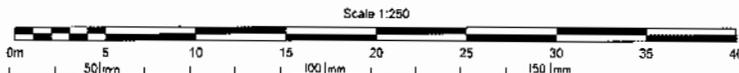
(Level 8)
Scale 1:250

Common Property



Common Property

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Stote copyright reserved.

Insert Plan Number **SP326648**

Bennett + Bennett (5238-002-6)P-DWG 50'S 23/03/2023

C/- SSKB
P O Box 8319, GCMC QLD 9726 Australia
Client Solutions Ph: (07) 5504 2000 Fax : (07) 5504 2001

03 February 2026

PERSPECTIVE BROADWATER CTS 55896
Registered for GST

ABN: 61 138 535 916

Tax Invoice

INFOTRACK
Level 16
280 Ann Street
BRISBANE QLD 4001

Ref Form 33
Re Lot 2 PERSPECTIVE BROADWATER CTS 55896
Fee 84.10 Paid

Above Fee includes GST

Please find enclosed Form 33 - Body Corporate Certificate as requested pursuant to Section 205 of the Body Corporate and Community Management Act 1997.

This Certificate does not include the 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.

Could the parties attending to settlement ensure that all outstanding levies are adjusted at settlement and forwarded to SSKB urgently together with the prescribed Form advising of the transfer details to ensure the owner's information is recorded in the body corporate records and they are not disadvantaged by loss of discount and/or interest charges.

Please ensure settlement payments are done via the following:

Biller Code: 74625
Account Number: 159413065

A search of the Body Corporate records should also be carried out to determine if a general meeting has been held or is due to be held which may affect the information provided.

Yours faithfully,
SSKB

BCCM**Form 33**

Department of Justice

Body corporate certificate*Body Corporate and Community Management Act 1997, section 205(4)**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
- details of the property and community titles scheme
- by-laws and exclusive use areas
- lot entitlements and financial information
- owner contributions and amounts owing
- common property and assets
- insurance
- contracts and authorisations

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 03/02/2026

Becoming an owner

When you become an owner of a lot in a community titles 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

PERSPECTIVE BROADWATER

CTS No. **55896**

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: **Byron Leadbetter**

Company: **SSKB**

Phone: **07 5504 2000**

Email: **sskb@sskb.com.au**

Accessing records

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

The body corporate manager named above.

Property and community titles scheme details

Lot and plan details

Lot number: **2**

Plan type and number: **326648**

Plan of subdivision: **BUILDING FORMAT PLAN**

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:

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?

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?

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.

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

If yes, the exclusive use by-laws or other allocations of common property for the schemes are:

given with this certificate and listed below

Date of Resolution	Lot Description	Conditions
13/06/23	REFER CMS	REFER CMS

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: **140**

Total contribution schedule lot entitlements for all lots: **998**

Interest schedule

Interest schedule lot entitlement for the lot: **131**

Total interest schedule lot entitlements for all lots: **1,000**

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 **2** for the current financial year: \$ **5,969.60**

Number of instalments: **3** (outlined below)

Discount for on-time payments (if applicable): **0** %

Monthly penalty for overdue contributions (if applicable): **0.00** %

Period	Due date	Amount due	Amount due if discount applied	Paid
01/06/25 to 30/09/25	01/06/25	1,852.20	1,852.20	01/05/25
01/10/25 to 31/01/26	25/10/25	2,059.40	2,059.40	18/09/25
01/02/26 to 31/05/26	01/02/26	2,058.00	2,058.00	11/12/25
01/06/26****30/09/26	01/06/26	1,989.40	1,989.40	
			Amount overdue	Nil
			Amount Unpaid including amounts billed not yet due	Nil

Sinking fund contributions

Total amount of contributions (before any discount) for lot **2** for the current financial year: \$ **1,748.60**

Number of instalments: **3** (outlined below)

Discount for on-time payments (if applicable): **0** %

Monthly penalty for overdue contributions (if applicable): **0.00** %

Period	Due date	Amount due	Amount due if discount applied	Paid
01/06/25 to 30/09/25	01/06/25	565.60	565.60	01/05/25
01/10/25 to 31/01/26	25/10/25	592.20	592.20	18/09/25
01/02/26 to 31/05/26	01/02/26	590.80	590.80	11/12/25
01/06/26****30/09/26	01/06/26	582.40	582.40	
			Amount overdue	Nil
			Amount Unpaid including amounts billed not yet due	Nil

Special contributions - Administrative Fund (IF ANY)

Date determined: (Access the body corporate records for more information).

Total amount of contributions (before any discount) **Nil**

Number of instalments: **0** (outlined below)

Discount for on-time payments (if applicable): **0** %

Monthly penalty for overdue contributions (if applicable): **0.00** %

Period	Due date	Amount due	Amount due if discount applied	Paid
			Amount overdue	Nil
			Amount Unpaid including amounts billed not yet due	Nil

Special contributions - Sinking Fund (IF ANY)

Date determined: (Access the body corporate records for more information).

Total amount of contributions (before any discount) **Nil**

Number of instalments: **0** (outlined below)

Discount for on-time payments (if applicable): **0** %

Monthly penalty for overdue contributions (if applicable): **0.00** %

Due date	Amount due	Amount due if discount applied	Paid
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Amount overdue	Nil
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Amount Unpaid including amounts billed not yet due	Nil
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Other contributions

	Period	Due date	Amount due	Amount due if discount applied	Paid
Insurance	01/06/25 to 30/09/25	01/06/25	939.27	939.27	01/05/25
Insurance	01/10/25 to 31/01/26	25/10/25	601.29	601.29	18/09/25
Insurance	01/02/26 to 31/05/26	01/02/26	601.29	601.29	11/12/25
Insurance	01/06/26 to 30/09/26	01/06/26	713.95	713.95	

Other amounts payable by the lot owner

Purpose	Fund	Amount	Due date	Amount
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No other amounts payable for the lot.

Summary of amounts due but not paid by the current owner

At the date of this certificate

Annual contributions	Nil
Special contributions	Nil
Other contributions	Nil
Other payments	Nil
Penalties	Nil
Total amount overdue	Nil

(Total Amount Unpaid including not yet due \$0.00)

(An amount in brackets indicates a credit or a payment made before the due date)

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

Current sinking fund balance (as at date of certificate): \$ 32,326.11

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.

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 below

Date	Description	Conditions
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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

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, are given with this certificate.

TYPE/COMPANY	POLICY NO.	SUM INSURED	PREMIUM	DUE DATE	EXCESS
BUILDING FLEXInsurance	HS0006107856	12,967,500.00	15,832.94	13/06/26	2,000 All claims + As per policy wordings 2,500 Water Damage
PUBLIC LIABILITY FLEXInsurance	HS0006107856	20,000,000.00	Included	13/06/26	2,000 All claims + As per policy wordings
OFFICE BEARERS FLEXInsurance	HS0006107856	5,000,000.00	Included	13/06/26	2,000 All claims + As per policy wordings
COMMON AREA CONTENTS FLEXInsurance	HS0006107856	129,675.00	Included	13/06/26	2,000 All claims + As per policy wordings
VOLUNTARY WORKERS FLEXInsurance	HS0006107856	100,000/1,000	Included	13/06/26	2,000 All claims + As per policy wordings
FIDELITY GUARANTEE FLEXInsurance	HS0006107856	250,000.00	Included	13/06/26	2,000 All claims + As per policy wordings
LOSS OF RENT FLEXInsurance	HS0006107856	1,945,125.00	Included	13/06/26	2,000 All claims + As per policy wordings
STAMP DUTY/GST/OTHER FLEXInsurance	HS0006107856	0.00	2,641.88	13/06/26	2,000 All claims + As per policy wordings

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?

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?

No

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

No

Embedded network electricity supply

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

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 SSKB

Positions/s held Body Corporate Manager

Date 03/02/2026

Signature/s _____



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

CONTRACTS REGISTER

PERSPECTIVE BROADWATER CTS 55896

Administration							
Contractor Name and Address SSKB (Gold Coast) Pty Ltd 10 Frigo Crt BUNDALL QLD 4217		Details of Duties Strata Management		Delegated Powers Secretary/Treasurer		Basis of Remuneration \$2000.00 Sec Fee per annum plus Disbursements \$500.00 per annum plus GST payable quarterly in advance	
Commencement Date	15/06/23	Expiry Date	14/06/26	Copy of Agreement on File	Y	Termination Date	
Term of Contract	3 years			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			
Maintenance							
Contractor Name and Address SPEL Environmental Pty Ltd 100 Silverwater Road Silverwater NSW 2128		Details of Duties Monitoring and servicing of the		Delegated Powers		Basis of Remuneration \$1,762.00 pa + GST	
Commencement Date	15/06/23	Expiry Date	14/06/33	Copy of Agreement on File	Y	Termination Date	
Term of Contract	10 years			Options	Y		
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			
Work Cover							
Contractor Name and Address Workcover QLD GPO BOX 2772 BRISBANE QLD 4001		Details of Duties		Delegated Powers		Basis of Remuneration .	
Commencement Date	01/07/23	Expiry Date	30/06/24	Copy of Agreement on File		Termination Date	
Term of Contract	Policy: WSM230696784			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			
Maintenance							
Contractor Name and Address Queensland Fire and Emergency Services GPO Box 1425 BRISBANE QLD 4001		Details of Duties		Delegated Powers		Basis of Remuneration Refer Agreement	
Commencement Date	24/07/23	Expiry Date		Copy of Agreement on File	Y	Termination Date	
Term of Contract	Ongoing			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			
Administration							
Contractor Name and Address SSKB (Gold Coast) Pty Ltd 10 Frigo Crt BUNDALL QLD 4217		Details of Duties Strata Management		Delegated Powers Secretary/Treasurer		Basis of Remuneration \$2000.00 Sec Fee per annum plus Disbursements \$500.00 per annum plus GST payable quarterly in advance	
Commencement Date	15/06/23	Expiry Date	14/06/26	Copy of Agreement on File	Y	Termination Date	
Term of Contract	3 years			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

PERSPECTIVE BROADWATER CTS 55896

Maintenance							
Contractor Name and Address SPEL Environmental Pty Ltd 100 Silverwater Road Silverwater NSW 2128		Details of Duties Monitoring and servicing of the		Delegated Powers		Basis of Remuneration \$1,762.00 pa + GST	
Commencement Date	15/06/23	Expiry Date	14/06/33	Copy of Agreement on File	Y	Termination Date	
Term of Contract	10 years			Options	Y		
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Work Cover							
Contractor Name and Address Workcover QLD GPO BOX 2772 BRISBANE QLD 4001		Details of Duties		Delegated Powers		Basis of Remuneration	
Commencement Date	01/07/24	Expiry Date	30/06/25	Copy of Agreement on File		Termination Date	
Term of Contract	Policy:WSM230696784			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Maintenance							
Contractor Name and Address Queensland Fire and Emergency Services GPO Box 1425 BRISBANE QLD 4001		Details of Duties		Delegated Powers		Basis of Remuneration Refer Agreement	
Commencement Date	24/07/23	Expiry Date		Copy of Agreement on File	Y	Termination Date	
Term of Contract	Ongoing			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Maintenance							
Contractor Name and Address Auscoast Fire Services 105 Spencer Road NERANG 4211 QLD		Details of Duties Fire Equipments Service & Test		Delegated Powers		Basis of Remuneration \$4,966 Per Year	
Commencement Date	01/08/24	Expiry Date	31/07/25	Copy of Agreement on File	Y	Termination Date	
Term of Contract	12 Months			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Maintenance							
Contractor Name and Address Hamilton Elevators 21 Crombie Avenue BUNDALL QLD 4217		Details of Duties Lift Service & Maintenance		Delegated Powers		Basis of Remuneration \$1,540 Incl GST Per Quarter	
Commencement Date	14/06/24	Expiry Date	14/06/29	Copy of Agreement on File	Y	Termination Date	
Term of Contract	5 Years			Options			
Estimated Cost of Contract				Name of Financier			
Est Renumeration of Contract				Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

CONTRACTS REGISTER

PERSPECTIVE BROADWATER CTS 55896

Administration							
Contractor Name and Address SSKB (Gold Coast) Pty Ltd 10 Frigo Crt BUNDALL QLD 4217		Details of Duties Strata Management		Delegated Powers Secretary/Treasurer		Basis of Remuneration \$2000.00 Sec Fee per annum plus Disbursements \$500.00 per annum plus GST payable quarterly in advance	
Commencement Date	15/06/23	Expiry Date	14/06/26	Copy of Agreement on File	Y	Termination Date	
Term of Contract	3 years			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			
Maintenance							
Contractor Name and Address SPEL Environmental Pty Ltd 100 Silverwater Road Silverwater NSW 2128		Details of Duties Monitoring and servicing of the		Delegated Powers		Basis of Remuneration \$1,762.00 pa + GST	
Commencement Date	15/06/23	Expiry Date	14/06/33	Copy of Agreement on File	Y	Termination Date	
Term of Contract	10 years			Options	Y		
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			
Work Cover							
Contractor Name and Address Workcover QLD GPO BOX 2772 BRISBANE QLD 4001		Details of Duties		Delegated Powers		Basis of Remuneration .	
Commencement Date	01/07/25	Expiry Date	30/06/26	Copy of Agreement on File		Termination Date	
Term of Contract	Policy: WSM230696784			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			
Maintenance							
Contractor Name and Address Queensland Fire and Emergency Services GPO Box 1425 BRISBANE QLD 4001		Details of Duties		Delegated Powers		Basis of Remuneration Refer Agreement	
Commencement Date	24/07/23	Expiry Date		Copy of Agreement on File	Y	Termination Date	
Term of Contract	Ongoing			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			
Maintenance							
Contractor Name and Address Auscoast Fire Services 105 Spencer Road NERANG 4211 QLD		Details of Duties Fire Equipments Service & Test		Delegated Powers		Basis of Remuneration \$4823 Total Cost	
Commencement Date	20/08/25	Expiry Date		Copy of Agreement on File	Y	Termination Date	
Term of Contract	On Going			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

CONTRACTS REGISTER

PERSPECTIVE BROADWATER CTS 55896

Maintenance							
Contractor Name and Address Hamilton Elevators 21 Crombie Avenue BUNDALL QLD 4217		Details of Duties Lift Service & Maintenance		Delegated Powers		Basis of Remuneration \$1,540 Incl GST Per Quarter	
Commencement Date	14/06/24	Expiry Date	14/06/29	Copy of Agreement on File	Y	Termination Date	
Term of Contract	5 Years			Options			
Estimated Cost of Contract				Name of Financier			
Est Renumeration of Contract				Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Contractor Name and Address		Details of Duties		Delegated Powers		Basis of Remuneration	
Commencement Date		Expiry Date		Copy of Agreement on File		Termination Date	
Term of Contract				Options			
Estimated Cost of Contract				Name of Financier			
Est Renumeration of Contract				Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Contractor Name and Address		Details of Duties		Delegated Powers		Basis of Remuneration	
Commencement Date		Expiry Date		Copy of Agreement on File		Termination Date	
Term of Contract				Options			
Estimated Cost of Contract				Name of Financier			
Est Renumeration of Contract				Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Contractor Name and Address		Details of Duties		Delegated Powers		Basis of Remuneration	
Commencement Date		Expiry Date		Copy of Agreement on File		Termination Date	
Term of Contract				Options			
Estimated Cost of Contract				Name of Financier			
Est Renumeration of Contract				Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Contractor Name and Address		Details of Duties		Delegated Powers		Basis of Remuneration	
Commencement Date		Expiry Date		Copy of Agreement on File		Termination Date	
Term of Contract				Options			
Estimated Cost of Contract				Name of Financier			
Est Renumeration of Contract				Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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The Scheme is a basic scheme.

SCHEDULE C	BY-LAWS FOR THE BODY CORPORATE FOR PERSPECTIVE BROADWATER COMMUNITY TITLES SCHEME
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By-Laws

Interpretation

In these by-laws:-

(a) Unless the context otherwise requires:-

"Act"	means the Body Corporate and Community Management Act 1997 as amended from time to time.
"Body Corporate"	means the Body Corporate for "Perspective Broadwater" Community Titles Scheme created by the establishment of a Community Titles Scheme pursuant to the Act.
"Body Corporate Manager"	means the company as may from time to time be appointed to perform the duties and functions of the Body Corporate and Committee to the extent allowed by the Act.
"Committee"	means the Committee of the Body Corporate as defined in the Act.
"Common Property"	means an area of land in the Community Titles Scheme and not comprised in any Lot.
"Lot"	means a Lot identified as a Lot on the Community Titles Scheme pursuant to the Act (including exclusive use areas as identified in any by-law) and does not include Common Property.
"Member"	means a Member of the Body Corporate as determined under the Act.
"Original Owner"	means Caneherd Pty Ltd A.C.N. 010 920 484 as Trustee for Perspective Broadwater Unit Trust
"Owner"	means any proprietor of a Lot within Perspective Broadwater Community Titles Scheme and includes where the context permits a proprietor's lessee, tenant, guest, servant, employee, agent, children, invitees and licensees.
"Scheme"	means the Perspective Broadwater Community Titles Scheme.

(b) Unless the contrary intention appears, words importing the singular include the plural and vice versa and words importing any gender shall include every gender.

(c) All provisions are as far as possible to be construed as severable provisions to the intent that where any such provision would, but for this by-law, be invalid or unenforceable, then the remaining provisions of these by-laws shall nevertheless be valid and enforceable.

- (d) The headings contained in these by-laws are for reference purposes only and do not form part of these by-laws and are to be disregarded in the interpretation thereof.

1. Damage to lawns, etc. on Common Property

An Owner shall not:

- (a) Damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon Common Property; or
- (b) Except with the consent in writing of the Body Corporate, use for his own purposes as a garden any portion of the Common Property.

2. Damage to Common Property

An Owner shall not mark, paint, drive nails or screws or the like into, or otherwise damage, deface or alter any structure or construct any structures that forms part of the Common Property except with the consent in writing of the Body Corporate, but this by-law does not prevent an Owner or person authorised by him from installing:

- (a) Any locking or other safety device for protection of his Lot against intruders; or
- (b) Any screen or other device to prevent entry of animals or insects upon his Lot

Provided that the locking or other safety device, or as the case may be, screen or other device is of a colour as approved by the Body Corporate, is constructed in a workmanlike manner, is maintained in a state of good and serviceable repair by the Owner and does not detract from the amenity of the building.

3. Appearance of Building

- (a) An Owner shall not, without the consent in writing of the Body Corporate, hang any washing, towel, bedding, clothing or any other article or display any sign, advertisement, placard, banner, pamphlet or like matter on any part of his Lot in such a way as to be visible from outside the building.
- (b) No television, radio or other aerial, antennae, dish, tower, or other transmitting or receiving structure or any other similar devices shall be erected, installed, placed or maintained upon the outside of the building without the prior consent in writing of the Body Corporate.
- (c) No external blinds, canopies, awnings or pergolas shall be erected, constructed or placed or permitted to remain upon the outside of the building without the prior consent in writing of the Body Corporate.
- (d) An Owner shall keep clean all glass in windows and doors (including so much thereof as is Common Property) and if any such glass is broken or cracked he shall, at his own expense, replace the broken or cracked glass with fresh glass of the same kind and weight as at present.
- (e) An Owner shall not hang curtains visible from outside of his Lot unless those curtains have a backing of such colour and design as shall be approved in writing by the Body Corporate. An Owner shall not install, renovate, and/or replace any curtain backing, or window tinting without the colour and design of the same being first approved in writing by the Body Corporate. In granting such approval the Body Corporate shall ensure that the curtain backings and window tinting used in all of the Lots is in keeping with the amenity of the building.
- (f) An Owner shall not, without the prior written consent of the Body Corporate, do or permit anything to be done, or maintain within his Lot or outside of his Lot anything visible from the outside of his Lot, that is not in keeping with the amenity of the building.
- (g) An Owner shall not in any way alter the exterior appearance of the Lot, including the garden and grounds (if any) nor cause to be constructed or placed upon any part of the Lot any materials or items which the Committee reasonably considers to be unsightly or detracting from the appearance of the Unit.

4. Structural Alterations to Lots

An Owner shall not make any structural alteration to his Lot (including any alteration to gas, water, electrical installations and including the installation of any air-conditioning system) without the prior consent in writing of the Body Corporate. The Body Corporate shall be entitled to request copies of such plans and specifications as it might consider necessary to enable it to grant its approval and the Owner or occupier of the Lot shall comply with all such requests.

5. Maintenance of Lots

An Owner shall maintain his Lot in a clean condition and shall take all practical steps to prevent infestations by vermin and/or insects.

6. Depositing rubbish, etc., on Common Property

An Owner shall not deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of another Owner of any person lawfully using the Common Property.

7. Not to litter

An Owner shall not throw, or allow to fall, or permit or suffer to be thrown, or to fall, any paper, rubbish, refuse, cigarette butts, or other substance whatsoever, out of the windows, doors or down any staircase, from balconies from the roof or any common area. Any damage or costs for cleaning or repair caused by breach hereto shall be borne by the Owner concerned.

8. Obstruction

An Owner shall not obstruct the lawful use of the Common Property by any person. Subject only to by-law 23, the pathways and driveways on the Common Property and any easement giving access to the Common Property shall not be obstructed by any such Owner used by him for any other purpose than the reasonable ingress and egress to and from his particular Lot.

9. Nuisance

No noxious or offensive trade or activity shall be carried on upon or in any Lot on the Common Property nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighbourhood or which may be likely to interfere with the peaceful enjoyment of the Owners of other Lots or any other person lawfully using the Common Property in particular and without limiting the generality of the foregoing:-

- (a) No loud noises, noxious odours, exterior speakers, horns, whistles, bells or other sound devices (other than security or warning devices used exclusively for such purposes) noisy or smoking vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or items which may unreasonably interfere with television or radio reception of any residence shall be located used or placed on any portion of a Lot on the Common Property or exposed to the view of other Owners without the prior written consent of the Body Corporate;
- (b) All musical instruments, wirelesses, radiograms, television sets, stereos and the like shall be controlled so that the sound arising there from shall be reasonable and not cause annoyance to other Owners of Lots in the Scheme;
- (c) Guests leaving after 10:00pm shall be requested by their hosts to leave quietly and quietness shall also be observed when Owners return to their Lot late at night or in the early morning hours;
- (d) In the event of any unavoidable noise in a Lot at any time the Owner thereof shall take all practical means to minimise annoyance to other residents by closing all doors, windows and curtains of their Lot and also such further steps as may be within their power for the same purpose;
- (e) Any communal facility or communal open space activities must not be used between the hours of 10:00pm and 7:00am and any such other times imposed by any development approval(s) applicable to the Scheme.

10. Behaviour of Invitees

An Owner shall take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of an Owner of another Lot or any person lawfully using Common Property.

11. Motor Vehicles, Parking, Private Roads

- (a) An Owner shall not park or stand any motor vehicle upon the Scheme except within the garage on his Lot without the written permission of the Body Corporate first being obtained.
- (b) The largest vehicle permitted onto or over the Scheme and Common Property is a small rigid vehicle (SRV) and the dimensions of the SRV are to be generally in accordance with the Australian Standard Parking Facilities (AS2890.2), from time to time.
- (c) The SRV Manoeuvring Designated Area will be over the visitor car parking areas as detailed in drawings and determined by a Registered Professional Engineer Queensland (RPEQ) with experience in traffic engineering.
- (d) The Body Corporate must maintain an Operational Management Plan that clearly limits the largest vehicle upon the Scheme and Common Property to an SRV including drawings identifying the SRV Manoeuvring Designated Area and procedures to be undertaken to ensure that the SRV Manoeuvring Designated Area is temporarily made available to allow an SRV to manoeuvre in order to ingress and egress onto or over the Scheme and Common Property in a forward gear, separate to pedestrian access.
- (e) The Body Corporate must provide each Owner with a copy of the Operational Management Plan and an Owner shall observe and comply with the Operational Management Plan.
- (f) The Body Corporate may, from time to time, designate particular parking areas upon the Common Property which may be used by Owners or their respective invitees or licensees and the day and/or the hours during which the same may be used or may not be used by any such persons and for that purpose the Body Corporate shall be entitled to place and erect signs in and about the Common Property provided such signs are in keeping with the amenity of the parcel.
- (g) An Owner shall observe and comply with all car parking signs erect upon Common Property and shall further observe and comply with all reasonable directions and request which they may from time to time receive from the Committee for the purpose of supervising, controlling and regulating the parking of motor vehicles upon the Common Property.
- (h) An Owner shall ensure that his invitees and licensees observe and comply with all car-parking signs erected upon Common Property.
- (i) An Owner shall ensure that their invitees and licensees use the visitors car parking areas only for its intended purpose of casual parking and shall also ensure that their invitees and licensees observe and comply with all reasonable directions and request which they may from time to time receive from the Committee for the purpose of supervising, controlling and regulating the parking of motor vehicles upon the Common Property.
- (j) No Owner shall conduct repairs or restorations of any motor vehicle, boat, trailer, caravan or other vehicle upon any part of the Common Property except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.
- (k) The private roads, pathways, driveways and other Common Property and any easement giving access to the parcel shall not be obstructed by any Owner or any of their tenants, guests, servants, employees, agents, invitees or licensees of the Owner or be used by them for any purpose other than the reasonable ingress to and egress from their respective Lots or the parking areas provided.
- (l) An Owner shall not drive or permit to be driven any motor vehicle in excess of three tonnes weight onto or over the Common Property other than such vehicles necessary to complete the construction and/or occupation of any Lot erected on the parcel, and any motor vehicles entitled by any statutes and/or local authority ordinance provided that such vehicles do not exceed the dimensions of an SRV.

12. Speed Limits

An Owner shall not exceed the speed limit nominated by the Committee from time to time (the "Speed Limit") while driving any motor vehicle on the Common Property and shall use his best endeavours to ensure that his invitees do not exceed the Speed Limit in such circumstances.

13. Washing of Motor Vehicles

Motor vehicles are to be washed in such areas or areas as the Committee may from time to time nominate.

14. No Additions

Carparking Area or Fences. No Owner shall erect, or cause or allow to be erected on any car parking area or on the Common Property any fence, wall, barrier or impediment without the written consent of the Committee.

15. Use of Water

An Owner shall ensure that all water taps in his Lot are properly turned off after use.

16. Use of Waste Pipes and Drains

An Owner shall not use or permit to be used the water closets, conveniences and other water apparatus and other appurtenances contained in or upon the building or the Common Property including waste pipes and drains for any purpose other than those for which they were constructed or installed and no sweepings or rubbish or other unsustainable or deleterious substances shall be deposited therein. Any damage or blockage resulting from misuse or negligence shall be borne by the Owner of the relevant Lot whether the same was caused by his own actions or those of his occupiers, servants, agents, licensees or invitees.

17. Garbage Disposal

An Owner shall:-

- (a) Save where the Body Corporate provides some other means of disposal of garbage, maintain within his Lot, or on such part of the Common Property as may be authorised by the Body Corporate, in a clean and dry condition and adequately covered, a receptacle for garbage;
- (b) Comply with all local authority by-laws and ordinances in relation to the disposal of garbage; and
- (c) Ensure that the health, hygiene and comfort of the Owner of any other Lot is not adversely affected by his disposal of garbage.
- (d) On the day designated from time to time for collection of garbage to bring any garbage receptacle maintained within the or near his Lot to such point or points as may be notified by the Body Corporate.

18. Storage of flammable liquids, etc.

An Owner shall not, except with the consent in writing of the Body Corporate, use or store upon his Lot or upon the Common Property any flammable chemical, liquid or gas or other flammable material, other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any such chemical, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

19. Source of Light and Power

An Owner shall not use any form of light, power or heat other than electric current or gas supplied through meters, provided that this by-law shall not prevent the use of auxiliary power or lighting (other than an exposed flame) during any period of power failure or power restriction.

20. Overloading Electrical Circuits

- (a) An Owner shall not install any electrical equipment in his Lot that overloads the electrical service supplied through meters, provided that this by-law shall not prevent the use of auxiliary power or lighting (other than an exposed flame) during any period of power failure or power restriction.

- (b) If the Body Corporate grants consent than any alterations which may be necessary to comply with the Body Corporate's insurer and any statues, regulations, ordinances or by-laws relating thereto shall be effected and complied with by the Owner requesting consent at his own cost and expense.
- (c) The Owner requesting consent shall also be responsible for the payment of the Body Corporate's costs and expenses of and incidental to the granting of consent and the alterations.

21. Installation of Services

The Body Corporate has the power to:

- (a) Allow a person to install cabling, wiring, ducting, conduits, amplifiers, satellite dish and any other equipment necessary ("the Equipment") to allow the provision of cable television services, satellite services and similar services to the parcel; and
- (b) enter into agreements with the providers of cable television services, satellite services and similar services on the terms of the installation of the Equipment and provision of such services to the parcel.

22. Keeping of Animals

An Owner is permitted to keep two (2) domestic dogs or cats in his Lot, provided that the Owner is responsible for cleaning up after the animal, the animal does not cause a nuisance to other Owners and is not allowed to roam on Common Property (whether restrained or unrestrained).

23. Use of Lots

- (a) Subject to the provision of these By-laws, an Owner shall use his Lot for residential purposes only and no Owner shall use his Lot (or ay part thereof) for the conduct of any trade, commerce or business or any purpose which may be illegal or injurious to the reputation of the parcel or the Owners of Lots or which may interfere with the peaceful enjoyment of another Lot by the Owner thereof or which may interfere with the general management of the building. Subject to the provisions of these by-laws, each Lot may be used either for either permanent or temporary accommodation purposes.
- (b) Whilst the Original Owner or its successors, assigns, or nominee remains an Owner of any Lot in the parcel it and its respective servants and/or agents shall be entitled to utilise any Lot of which it remains Owner as a display Unit for the purpose of allowing prospective purchasers of any Lot inspect such Lot and further shall be entitled to place such signs and other advertising and display material in and about the Lot, and about the Common Property which signs shall 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 parcel and shall not at any time and from time to time be more in terms of number and size than is reasonably necessary.

24. The Original Owner

The Original Owner (or its nominees) by its employees, agents, contractors and consultants shall be entitled to:

- (a) Construct, complete, improve or extend any buildings or facilities upon a Lot in order to complete all stages of development of the Scheme; and
- (b) To use the Common Property for the purpose of gaining access and egress either by foot or in vehicles and heavy machinery to such a Lot, and
- (c) Make improvements to the Common Property by, but not limited to, the construction of driveways, and parking bays, gardens and other infrastructure as required for the completion of the development in a manner consistent with the existing improvements.

25. Auction Sales

Intentionally Deleted.

26. Facillties on Common Areas

The Committee of the Body Corporate may make rules from time to time to regulate the use of the facilities available for use and situated upon the common areas. Rules made shall not be inconsistent with these by-laws and the same shall be observed by the Owners, their tenants, invitees and agents unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Owners.

27. Observation of Duty

- (a) Subject to the provisions of the Act, the by-laws for the time being in force bind the Body Corporate and the Owners and any mortgagee in possession (whether by himself or any other person), lessee or occupier of a Lot to the same extent as if these by-laws have been signed and sealed by the Body Corporate and each Owner and each such mortgagee, lessee and occupier respectively, and as if they contained mutual covenants to observe and perform all of these provisions of these by-laws.
- (b) The duties and obligations imposed by these by-laws on any Owner shall be observed not only by the Owner but also by their respective guests, servants, employees, agents, children, invitees and licensees.

28. Notice of Accidents

An Owner shall give the Body Corporate proper notice of any accident to or defect in the water pipes, gas pipes, electrical installations or fixtures which come to his knowledge and the Body Corporate shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as it may deem necessary for the safety and reservation of the building as often as it may be necessary.

29. Severability

The provisions of these by-laws shall so far as possible, be construed as severable provisions to the intent that where any such provision would, but for this by-law, be invalid or unenforceable, then the remaining provisions of these by-laws shall nevertheless be valid and enforceable.

30. Recovery of Money from an Owner

- (a) Where it is necessary, in the discretion of the Body Corporate, to seek to recover from an Owner any monies that are owed by that Owner to the Body Corporate whether under the Act or these by-laws (and also including arrears of levies) then the Committee of the Body Corporate shall be entitled to recover such amount together with any amount expended by way of legal professional costs and outlays (including solicitor and own client costs) together with the costs of investigation and of service of process as a liquidated debt in an action in any court of competent jurisdiction from such Owner.
- (b) Where the Body Corporate expends money to make good damage caused by a breach of the Act or these by-laws by any Owner or the servants, agents, invitees or licensees of an Owner or any of them, then the Body Corporate shall be entitled to recover the amount so expended as a liquidated debt in an action in any court of competent jurisdiction from the Owner of the Lot at the time when the breach occurred.
- (c) An Owner shall be liable to compensate the Body Corporate in respect of all damage to the Common Property or personal property vested in the Body Corporate caused by such Owner or any of their respective licensees or invitees.

31. Signs

The Committee may make and maintain rules to control the number, size, colour, design and uniformity of signs which may be displayed, put up or affixed by each Owner and by the Body Corporate. For the avoidance of doubt, the Owner is not permitted to display, put up or affix any sign without the approval of the Body Corporate.

32. Resolutions signed by all Members Valid

A resolution in writing, signed by all the members of the Committee for the time being entitled to receive notice of a meeting on the members of the Committee, shall be as valid and effectual as if it had been passed at a meeting of the members of the Committee duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more of the members of the Committee.

33. Body Corporate Right of Access

- (a) An Owner shall upon receiving one (1) days' notice in writing from the Body Corporate, allow the Body Corporate or any contractors, sub-contractors, workmen, servants, agents or other persons authorised by it the right of access to his Lot (including the interior of his Lot) for the following purposes:
- (i) Carrying out works or effecting repairs on mains, pipes, wires or connections of any water, sewerage, drainage, gas, electricity, telephone or other system or service whether to his Lot or to an adjoining Lot;
 - (ii) The reading of any electricity meters or sub-meters;
 - (iii) The installation, service, maintenance and repair of electricity metres or sub-meters, Telecommunication apparatus (including Cable network), fire hydrants and associated appliances; or
 - (iv) The installation, service, maintenance and repair of any appliances for the general benefit of the Body Corporate or the Owners as a whole which may be installed on any part of the building and which can only be installed, maintained, serviced or repaired by access through any Lot.
 - (v) Carrying out inspections for termites and cockroaches.
- (b) If any Owner refuses permission to enter his Lot, then the Body Corporate or any contractors, sub-contractors, workmen, servants, agents or other persons authorised by it shall be entitled to use such force as may be necessary to enter the Lot for the purposes indicated above provided however that when exercising any power of entry whether forcible or otherwise the Body Corporate shall ensure that its servants, agents, employees and workmen cause as little inconvenience to the Owner as is reasonable in the circumstances.

34. Instructing Contractors

An Owner shall not directly or indirectly instruct any contractors or workmen employed by the Body Corporate unless so authorised, and all requests for consideration of any particular matter to be referred to the Body Corporate, shall be directed to the Secretary of the Body Corporate.

35. Increase of Fire Risk

An Owner shall not bring to, do or keep anything in his Lot which may increase the rate of fire insurance on the building or any property on the parcel or which may conflict with the laws, regulations or ordinances relating to fires or any insurance policy on the building or any property on the parcel or the regulations or ordinance of any public authority for the time being in force.

36. Security of the Parcel

The Committee of the Body Corporate shall be entitled to make rules and regulations for the benefit of all Owners regulating the security and the operation of it upon the parcel. Such rules and regulations shall not be inconstant with these by-laws. The Owners shall ensure compliance with such rules and regulations so made until the same shall have been revoked, amended or altered by a majority resolution of the Body Corporate in general meeting.

- (a) The Body Corporate may, but it shall not be obliged to, take all reasonable steps to ensure the security of the parcel and the buildings situated thereon from intruders or to preserve its safety from fire or other hazards and without limiting the generality of the foregoing may:-
- (i) Obtain, install and maintain locks, alarms, communications systems and other security devices; and
 - (ii) Restrict by means of key or electronically operated security systems access to the parcel.
- (b) If the Body Corporate in the exercise of its powers under these by-laws restricts the access of Owners to any part of the Common Property by means of any lock, electronic device or similar security device then it may make such number of keys or operating systems (as it determines) available to the Owners free of

charge and thereafter may at its discretion make additional numbers thereof available to the Owners upon payment of such reasonable charge therefore as may be determined from time to time by the Body Corporate.

- (c) An Owner to whom any key or any operating system is given pursuant to these by-laws shall exercise a high degree of caution and responsibility in making the same available for use by any occupier of a Lot and shall take reasonable precautions (which shall include an appropriate the covenant in any lease or licence of a Lot to any such occupier) to ensure return thereof to the Owner or the Body Corporate upon the occupier ceasing to be an occupier.
- (d) An Owner under whose possession any key or operating system referred to in these by-laws has come shall not without the prior approval in writing of the Body Corporate duplicate the same or cause or permit the same to be duplicated and shall take all reasonable precautions to ensure that the same is not lost or handed to any person other than another Owner and is not disposed of otherwise than by returning it to the Body Corporate.
- (e) An Owner who is issued with a key or operating system referred to in these by-laws shall immediately notify the Body Corporate if the same is lost or misplaced. The Owners together with their respective invitees and licensees acknowledge and understand that the Body Corporate is not an insurer and that such Owner and their respective invitees and licensees assume all risks and liabilities for loss or damage to persons, to Lots and to the contents of Lots.

37. Tents, Trailers and Temporary Structures

An Owner shall not, without the consent in writing of the Body Corporate, place upon Common Property or within his Lot any tent, trailer or any structure of a temporary nature.

38. Exterior Fires

An Owner shall not light or permit to be lit upon Common Property any external fires except barbecue fires that are contained within receptacles provided for such purpose and provided further that such barbecue fire does not create a fire hazard.

39. Notice to be observed

An Owner shall observe the terms of any notice displayed on Common Property by the Body Corporate or any statutory authority.

40. Communication of Complaints

All complaints or applications to the Body Corporate or its Committee shall be addressed in writing to the Secretary of the Body Corporate or to the Body Corporate Manager.

41. Infectious Diseases

In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance happening in any Lot then the Owner of such Lot shall give written notice thereof to the Body Corporate and shall pay to the Body Corporate the expenses incurred by the Body Corporate in disinfecting the premises of any part of the building require to be disinfected and replacing any articles or things the destruction of which may be rendered necessary by such disease.

42. Care of Improvements

- (a) Each Owner in the Scheme hereby jointly and severally appoint the Body Corporate as their agent to arrange and effect annual internal and external inspection of the improvements erected on each Lot in the said plan and the Common Property for termite and cockroach activity and to carry out any preventative treatment deemed necessary as the Committee shall in its absolute discretion from time to time determine with a reputable and solvent pest control company. The said appointment shall be irrevocable and shall be deemed to be effected by the registration of the Owner on the Certificate of Title to the Lots in the Building Format Plan in the office of the Registrar of Titles.

- (b) The Body Corporate shall be hereby empowered to collect as a levy upon the registered Owner of each Lot in the Scheme a contribution payable to the Administrative Fund to provide for the cost of annual inspections and a contribution payable to the sinking fund to provide for the estimated cost of preventative termite and cockroach treatment in accordance with sub-section (a) of this by-law.

43. Use of Common Areas

- (a) An Owner shall not permit children to play on common areas unless accompanied by an adult. Riding of bicycles, skateboards, scooters and roller blades on the roadway and playing of ball games is prohibited at all times.
- (b) Owners shall respect the privacy of Owners of other Lots within the Scheme by restricting their use of the Common Property directly behind and to the side of other Lots to that of an emergent nature and shall request their guests, servants or agents to do likewise.

44. Joint Facilities

The Body Corporate, in addition to the powers and authorities conferred upon it by or under the Act and elsewhere in these by-laws shall have the power and authority to enter into any contractual or other arrangement with the registered Owner for the time being of any parcel of land adjoining the parcel for the purpose of contributing to the cost of providing or maintaining any services or repairing and maintaining any equipment or facility to be used jointly in respect of the two parcels by the Body Corporate and the adjoining registered Owner.

45. Self Help

- (a) In addition to any other remedies provided for in the Act and these by-laws, the Body Corporate or its duly authorised agent, shall have the power and authority to abate or remove from the Common Property (or any part thereof), using such force as may be reasonably necessary, any erection, thing or condition which violates the Act or these by-laws.
- (b) Unless an emergency situation exists, the Body Corporate shall give the violating Owner reasonable written notice of its intention to exercise self help.
- (c) The Body Corporate shall be entitled to recover the costs incurred in exercising self help including legal professional costs and outlays (including solicitor and own client costs) as a liquidated debt in an action in any court of competent jurisdiction from the violating Owner or occupier.

46. Maintenance of Landscaping

The Body Corporate will attend to the ongoing maintenance of all landscaping as may be reasonably required to comply with the Statement of Landscape Design Intent contained in Attachment "C".

47. Maintenance of Stormwater Proprietary Treatment Devices

The Body Corporate must attend to the maintenance of the Stormwater Proprietary Treatment Devices situated within the scheme in accordance with the Maintenance Management Plan ("MMP") which is attached to this CMS as Attachment "D".

48. Exclusive Use Areas

- 48.1 Exclusive use and enjoyment of certain parts of Common Property shall be granted to the registered Owners from time to time as are identified in Schedule E of this community management statement and as allocated in the Plan in Attachment "B".
- 48.2 The exclusive use area must only be used for the purpose stated in Schedule E of the community management statement and in compliance with these exclusive use by-laws.

49. Flood Risk Management Plan

Each Owner and occupier acknowledges that the occupation and use of the Scheme Land is subject to the requirements of the Flood Risk Management Plan which is attached at Attachment "E".

50. Severability

If it is held by a Court of competent jurisdiction that:-

- (1) any part of these by-laws is void voidable illegal unenforceable or ultra-vires; or
- (2) these by-laws would be void voidable illegal unenforceable or ultra-vires unless any part of these by-laws were severed there from that part will be severable from and will not affect the continued operation of the remainder of these by-laws.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

Services Location Diagram

A Services Location diagram is attached to this CMS as Attachment "A".

Statutory Easements

Each Lot and the Common Property in the Scheme is affected by the following statutory easements:

- (a) easement for lateral or subjacent support under Section 115N of the Land Title Act 1994;
- (b) easement for utility services and utility infrastructure in accordance with Section 115O of the Land Title Act 1994;
- (c) easement for utility services and utility infrastructure in accordance with Section 115P of the Land Title Act 1994;
- (d) easement for shelter in accordance with Section 115Q of the Land Title Act 1994;
- (e) easement for projections in accordance with Section 115R of the Land Title Act 1994;
- (f) easement for maintenance of building close to boundary in accordance with Section 115S of the Land Title Act 1994; and
- (g)

Lots and Plan or Common Property	Statutory Easement	Services Location Diagram
Common Property	Support, shelter, utility services, projection	See Attachment "A" on page 16
Lot 1, 2, 3, 4, 5, 6 and 7 on SP326648	Support, shelter, utility services, projection	See Attachment "A" on page 16

SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
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See Plan in Attachment "B"

LOT	EXCLUSIVE USE AREA	PURPOSE OF USE	PLAN
Lot 1 on SP326648	EU1a EU1b	Car Parking	Plan A
Lot 2 on SP326648	EU2	Car Parking	Plan A
Lot 3 on SP326648	EU3	Car Parking	Plan A
Lot 4 on SP326648	EU4	Car Parking	Plan A
Lot 5 on SP326648	EU5	Car Parking	Plan A
Lot 6 on SP326648	EU6	Car Parking	Plan A

PERSPECTIVE BROADWATER CTS 55896

536 Marine Parade Biggera Waters Qld 4216

BALANCE SHEET

AS AT 03 FEBRUARY 2026

	ACTUAL 03/02/2026	ACTUAL 31/05/2025
<u>OWNERS FUND</u>		
Administrative Fund	30,684.17	26,825.13
Sinking Fund	32,326.11	20,994.28
<u>TOTAL</u>	<u>\$ 63,010.28</u>	<u>\$ 47,819.41</u>
 <u>THESE FUNDS ARE REPRESENTED BY</u>		
 <u>CURRENT ASSETS</u>		
Cash At Bank	64,796.43	69,470.88
Contributions Billed Not Due	0.00	24,405.46
Prepayments Contributions	1,608.94	702.24
Sundry Debtors	0.00	1,116.56
Prepaid Expenses	0.00	3,165.50
<u>TOTAL ASSETS</u>	<u>66,405.37</u>	<u>98,860.64</u>
 <u>LIABILITIES</u>		
G S T Clearing A/C	(199.32)	987.36
Creditors	522.81	1,884.33
Contributions Billed Not Due	0.00	22,186.78
Prepayments Contributions	1,462.66	638.36
Contributions In Advance	1,608.94	17,937.70
Other Payments In Advance	0.00	7,170.00
Accrued Expenses	0.00	236.70
<u>TOTAL LIABILITIES</u>	<u>3,395.09</u>	<u>51,041.23</u>
 <u>NET ASSETS</u>	 <u>\$ 63,010.28</u>	 <u>\$ 47,819.41</u>

PERSPECTIVE BROADWATER CTS 55896

536 Marine Parade Biggera Waters Qld 4216

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JUNE 2025 TO 03 FEBRUARY 2026

	ACTUAL 01/06/25-03/02/26	BUDGET 01/06/25-31/05/26	VARIANCE %	ACTUAL 01/06/24-31/05/25
<u>ADMINISTRATIVE FUND</u>				
<u>INCOME</u>				
Contributions - Admin Fund	38,686.11	38,684.00	100.01	36,000.58
<u>TOTAL ADMIN. FUND INCOME</u>	38,686.11	38,684.00		36,000.58
<u>EXPENDITURE - ADMIN. FUND</u>				
Audit Fees	0.00	450.00	0.00	0.00
Administration - F F S	1,431.01	2,700.00	53.00	2,085.03
Bank Charges - No Gst	1.85	10.00	18.50	5.55
Bank Charges - Gst	3.06	0.00		1.36
Tax Agents Fee	400.00	400.00	100.00	400.00
Bas/las Lodgement Fees	900.00	1,200.00	75.00	1,200.00
Administration - Base Fee	1,831.22	2,184.82	83.82	2,080.78
Fees & Permits No Gst	0.00	300.00	0.00	232.00
Fire Control Expenses	8,466.53	7,000.00	120.95	6,898.30
Cleaning	2,286.66	4,800.00	47.64	4,790.07
Cleaning - Material	855.83	0.00		0.00
Electricity	1,912.59	4,000.00	47.81	3,256.36
Insurance/Other	15,982.94	1,232.00	1,297.32	1,120.79
Insurance Building	498.98	14,861.00	3.36	13,510.83
Insurance Renewal Recovery	(14,863.64)	(14,861.00)	100.02	(19,545.46)
Insurance Stamp Duty	1,567.46	1,692.00	92.64	1,538.52
Work Cover	173.16	200.00	86.58	173.16
Work Cover - Stamp Duty	9.52	15.00	63.47	9.52
Communication & Disbursements	457.83	546.20	83.82	520.19
Communication/Disb'ments-F F S	504.04	600.00	84.01	584.84
Water Rates	1,116.56	1,000.00	111.66	796.90
R & M Lifts	0.00	500.00	0.00	0.00
Lift Agreement	5,103.86	5,492.00	92.93	5,363.77
R & M Building	5,387.80	1,400.00	384.84	1,379.63
R & M Gardens & Grounds	703.03	300.00	234.34	86.45
R & M Electrical	0.00	500.00	0.00	0.00
Stormwater Filtration System	0.00	1,842.00	0.00	1,762.00
Sundry Expenses	0.00	500.00	0.00	423.50
Stratamax Licensing Fee	96.78	150.00	64.52	126.19
<u>TOTAL ADMIN. EXPENDITURE</u>	34,827.07	39,014.02		28,800.28

C/- SSKB
P O Box 8319, GCMC QLD 9726 Australia
Client Solutions Ph: (07) 5504 2000 Fax : (07) 5504 2001

PERSPECTIVE BROADWATER CTS 55896

536 Marine Parade Biggera Waters Qld 4216

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JUNE 2025 TO 03 FEBRUARY 2026

	ACTUAL	BUDGET	VARIANCE	ACTUAL
	01/06/25-03/02/26	01/06/25-31/05/26	%	01/06/24-31/05/25
<u>SURPLUS / DEFICIT</u>	<u>\$ 3,859.04</u>	<u>\$ (330.02)</u>		<u>\$ 7,200.30</u>
Opening Admin Balance	26,825.13	26,825.13	100.00	19,624.83
<u>ADMINISTRATIVE FUND BALANCE</u>	<u>\$ 30,684.17</u>	<u>\$ 26,495.11</u>		<u>\$ 26,825.13</u>

C/- SSKB
P O Box 8319, GCMC QLD 9726 Australia
Client Solutions Ph: (07) 5504 2000 Fax : (07) 5504 2001

PERSPECTIVE BROADWATER CTS 55896

536 Marine Parade Biggera Waters Qld 4216

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JUNE 2025 TO 03 FEBRUARY 2026

	ACTUAL 01/06/25-03/02/26	BUDGET 01/06/25-31/05/26	VARIANCE %	ACTUAL 01/06/24-31/05/25
<u>SINKING FUND</u>				
<u>INCOME</u>				
Contributions - Sinking Fund	11,331.83	11,330.00	100.02	10,996.14
<u>TOTAL SINKING FUND INCOME</u>	11,331.83	11,330.00		10,996.14
<u>EXPENDITURE - SINKING FUND</u>				
<u>TOTAL SINK. FUND EXPENDITURE</u>	0.00	0.00		0.00
<u>SURPLUS / DEFICIT</u>	\$ 11,331.83	\$ 11,330.00		\$ 10,996.14
Opening Sinking Fund Balance	20,994.28	20,994.28	100.00	9,998.14
<u>SINKING FUND BALANCE</u>	\$ 32,326.11	\$ 32,324.28		\$ 20,994.28

PERSPECTIVE BROADWATER CTS 55896

ABN 61 138 535 916

STATEMENT

Anthony Hearn
2 / 536 Marine Parade
BIGGERA WATERS QLD 4216

Transfer Date:
23/07/25

Statement Period			
01 Jun 24 to 03 Feb 26			
A/c No	2	Lot No	2
Page Number	1 of 2	Unit No	2

Date	Type	Details	Reference	Debit	Credit	Balance
		Brought forward			0.71	-0.71
01/06/24	Admin Fund	01/06/24 To 30/09/24	I0000065	1,283.80		1,283.09
01/06/24	Sinking Fund	01/06/24 To 30/09/24	I0000072	515.20		1,798.29
01/06/24	Insurance	01/06/24 To 30/09/24	I0000079	601.29		2,399.58
03/06/24	Receipt	Admin Fund	R0000029		1,284.09	1,115.49
03/06/24	Receipt	Sinking Fund	RA000029		515.20	600.29
03/06/24	Receipt	Insurance	RB000029		601.29	-1.00
09/09/24	Admin Fund	01/10/24 To 31/01/25	I0000086	2,136.40		2,135.40
09/09/24	Sinking Fund	01/10/24 To 31/01/25	I0000093	590.80		2,726.20
09/09/24	Insurance	01/10/24 To 31/01/25	I0000100	1,106.95		3,833.15
14/10/24	Receipt	Admin Fund	R0000032		2,135.40	1,697.75
14/10/24	Receipt	Sinking Fund	RA000032		590.80	1,106.95
14/10/24	Receipt	Insurance	RB000032		1,106.95	0.00
12/12/24	Admin Fund	01/02/25 To 31/05/25	I0000107	2,135.00		2,135.00
12/12/24	Sinking Fund	01/02/25 To 31/05/25	I0000114	590.80		2,725.80
12/12/24	Insurance	01/02/25 To 31/05/25	I0000121	1,108.26		3,834.06
22/01/25	Receipt	Admin Fund	R0000050		2,135.00	1,699.06
22/01/25	Receipt	Sinking Fund	RA000050		590.80	1,108.26
More details on next page...				\$10,068.50	\$8,960.24	\$1,108.26

Over 90 Days	90 Days	60 Days	30 Days	Current	BALANCE DUE:	Nil
0.00	0.00	0.00	0.00	0.00	Date Paid	Amount Paid



SSKB GOLD COAST PTY LTD



DEFT Reference Number:
245803804 1000 0000 029



Billers Code: 96503
Ref: 245803804 1000 0000 029

Lot 2/ Unit 2
Perspective Broadwater

Visit www.deft.com.au to pay by card or direct debit.

** Payments by credit card may attract a surcharge

Internet & Telephone Banking - BPAY

Make this payment from your preferred bank account or card

BPAY® Registered to BPAY Pty Ltd ABN 69 079 137 518



Pay in-store at Australia Post by cheque or EFTPOS
All cheques must be made payable to:
The Owners PERSPECTIVE BROADWATER



*496 245803804 10000000029

TOTAL AMOUNT DUE
DUE DATE

\$0.00

PERSPECTIVE BROADWATER CTS 55896

STATEMENT

--

Anthony Hearn 2 / 536 Marine Parade BIGGERA WATERS QLD 4216
--

Statement Period			
01 Jun 24 to 03 Feb 26			
A/c No	2	Lot No	2
Page Number	2 of 2		

Date	Type	Details	Reference	Debit	Credit	Balance
		Brought forward		10,068.50	8,960.24	1,108.26
22/01/25	Receipt	Insurance	RB000050		1,108.26	0.00
15/04/25	Admin Fund	01/06/25 To 30/09/25	I0000128	1,852.20		1,852.20
15/04/25	Sinking Fund	01/06/25 To 30/09/25	I0000135	565.60		2,417.80
15/04/25	Insurance	01/06/25 To 30/09/25	I0000142	939.27		3,357.07
01/05/25	Receipt	Admin Fund	R0000070		1,852.20	1,504.87
01/05/25	Receipt	Sinking Fund	RA000070		565.60	939.27
01/05/25	Receipt	Insurance	RB000070		939.27	0.00
23/07/25		Transfer				0.00
18/09/25	Admin Fund	01/10/25 To 31/01/26	I0000149	2,059.40		2,059.40
18/09/25	Sinking Fund	01/10/25 To 31/01/26	I0000156	592.20		2,651.60
18/09/25	Insurance	01/10/25 To 31/01/26	I0000163	601.29		3,252.89
18/09/25	Receipt	Admin Fund	R0000094		2,059.40	1,193.49
18/09/25	Receipt	Sinking Fund	RA000094		592.20	601.29
18/09/25	Receipt	Insurance	RB000094		601.29	0.00
10/12/25	Admin Fund	01/02/26 To 31/05/26	I0000170	2,058.00		2,058.00
10/12/25	Sinking Fund	01/02/26 To 31/05/26	I0000177	590.80		2,648.80
10/12/25	Insurance	01/02/26 To 31/05/26	I0000184	601.29		3,250.09
11/12/25	Receipt	Admin Fund	R0000112		2,058.00	1,192.09
11/12/25	Receipt	Sinking Fund	RA000112		590.80	601.29
11/12/25	Receipt	Insurance	RB000112		601.29	0.00
				\$19,928.55	\$19,928.55	Nil

GENERAL REQUEST

Duty Imprint

722521750

iling Number

EL 460 \$208.83

05/06/2023 15:55:00

FICE USE ONLY

is authorised by legislation and is used to maintain publicly searchable records. For more information see the Department's website.

1. Nature of request	Lodger (Name, address, E-mail & phone number)	Lodger Code
REQUEST TO RECORD FIRST COMMUNITY MANAGEMENT STATEMENT FOR PERSPECTIVE BROADWATER COMMUNITY TITLES SCHEME	Macrossan and Amiet Solicitors PO Box 76 MACKAY QLD 4740 Email: mac@macamlet.com.au Phone: (07) 4944 2000	756

2. Lot on Plan Description	Title Reference
LOT 1 ON REGISTERED PLAN 89905	13139153

3. Registered Proprietor/State Lessee
CANEHERD PTY LTD A.C.N. 010 920 484 TRUSTEE UNDER INSTRUMENT 721318025

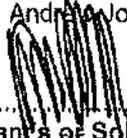
4. Interest
FEE SIMPLE

5. Applicant
CANEHERD PTY LTD A.C.N. 010 920 484 TRUSTEE UNDER INSTRUMENT 721318025
230 SHUTE HARBOUR ROAD
CANNONVALE QLD 4802

6. Request
I hereby request that: the first CMS deposited herewith be recorded as the Community Management Statement for Perspective Broadwater Community Titles Scheme and that 230 Shute Harbour Road, Cannonvale Qld 4802 be recorded as the address for service on the Body Corporate for the scheme.

7. Execution by applicant

5/6/23
Execution Date

Andrew John Telford, Solicitor

Applicant's or Solicitor's Signature

Note: A Solicitor is required to print full name if signing on behalf of the Applicant

55896

THIS CMS MUST BE DEPOSITED WITH:

- A FORM 14 GENERAL REQUEST; AND
- A FORM 18C (IF NO EXEMPTION TO THE PLANNING BODY CMS NOTATION APPLIES).

A NEW CMS MUST BE LODGED WITHIN THREE (3) MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE

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*

Office use only
CMS LABEL NUMBER

1. Name of community titles scheme Perspective Broadwater Community Titles Scheme	2. Regulation module Standard Module
---	--

3. Name of body corporate Body Corporate for Perspective Broadwater Community Titles Scheme

4. Scheme land Lot on Plan Description See Enlarged Panel	Title Reference
--	------------------------

5. *Name and address of original owner Caneherd Pty Ltd A.C.N. 010 920 484 as Trustee for Perspective Broadwater Unit Trust PO Box 1047 CANNONVALE QLD 4802	6. Reference to plan lodged with this statement SP 328648
--	---

first community management statement only

7. New CMS exemption to planning body community management statement notation (if applicable*) Insert exemption clause (if no exemption - insert 'N/A' or 'not applicable')

*If there is no exemption or for a first community management statement (CMS) a Form 18C must be deposited with the Request to record the CMS.

8. Execution by original owner/Consent of body corporate	Christie Joan Leat - Sole Director Caneherd Pty Ltd A.C.N. 010 920 484, the original owner
---	---

1314123
Execution Date


.....
***Execution**

*Original owner to execute for a first community management statement
*Body corporate to execute for a new community management statement

Privacy Statement

Collection of this information is authorised by the Body Corporate and Community Management Act 1997, and is used to maintain the publicly searchable registers in the land registry. For more information about privacy in NR&W see the Department's website.

4. Scheme Land

Lot on Plan Description	Title Reference
Common Property of Perspective Broadwater Community Titles Scheme	To issue
Lot 1 on SP326648	To issue
Lot 2 on SP326648	To issue
Lot 3 on SP326648	To issue
Lot 4 on SP326648	To issue
Lot 5 on SP326648	To issue
Lot 6 on SP326648	To issue
Lot 7 on SP326648	To issue

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS		
Lot on Plan	Contribution	Interest
Lot 1 on SP326648	141	128
Lot 2 on SP326648	140	131
Lot 3 on SP326648	140	135
Lot 4 on SP326648	140	138
Lot 5 on SP326648	140	142
Lot 6 on SP326648	139	145
Lot 7 on SP326648	158	181
TOTALS	998	1,000

Principle for Deciding Contribution and Interest Schedule Lot Entitlements

The contribution schedule entitlements for the scheme are based on the *relativity principle* and are not equal. The contribution schedule lot entitlements for this scheme have been allocated with regard to:

1. the structure of the Scheme;
2. the nature, features and characteristics of the lots in the scheme;
3. the purpose for which the lots are used; and
4. the impact the lots may have on the costs of maintaining the common property.

The factors stated above do not impact on how much each lot should contribute towards certain Body Corporate fees such as secretarial fees, printing, postage and stationery fees, and bank charges, therefore each lot should contribute equally to these costs of the body corporate.

When allocating the lot entitlements to be included in the lot entitlement contribution schedule, each of the above factors impacts on the allocation in the following manner:

1. Structure of the Scheme
The Scheme is a not a layered scheme or part of a volumetric plan so this factor does not apply.
2. The Nature, Features and Characteristics of the Lots in the Scheme
All of the lots are used for residential purposes.
3. The Purpose for which the Lots are Used
The scheme is a residential scheme so this factor does not apply.
4. Impact the Lots Have on the Costs of Maintaining Common Property
As the nature, features and characteristics of the lots do result in a differential burden on the maintenance of the common property, there is a need for there to be a variation of the contribution entitlements.

The interest schedule lot entitlements of the lots in the Scheme have been decided in accordance with the *market value principle*.

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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The Scheme is a basic scheme.

SCHEDULE C	BY-LAWS FOR THE BODY CORPORATE FOR PERSPECTIVE BROADWATER COMMUNITY TITLES SCHEME
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By-Laws

Interpretation

In these by-laws:-

(a) Unless the context otherwise requires:-

"Act"	means the Body Corporate and Community Management Act 1997 as amended from time to time.
"Body Corporate"	means the Body Corporate for "Perspective Broadwater" Community Titles Scheme created by the establishment of a Community Titles Scheme pursuant to the Act.
"Body Corporate Manager"	means the company as may from time to time be appointed to perform the duties and functions of the Body Corporate and Committee to the extent allowed by the Act.
"Committee"	means the Committee of the Body Corporate as defined in the Act.
"Common Property"	means an area of land in the Community Titles Scheme and not comprised in any Lot.
"Lot"	means a Lot identified as a Lot on the Community Titles Scheme pursuant to the Act (including exclusive use areas as identified in any by-law) and does not include Common Property.
"Member"	means a Member of the Body Corporate as determined under the Act.
"Original Owner"	means Caneherd Pty Ltd A.C.N. 010 920 484 as Trustee for Perspective Broadwater Unit Trust
"Owner"	means any proprietor of a Lot within Perspective Broadwater Community Titles Scheme and includes where the context permits a proprietor's lessee, tenant, guest, servant, employee, agent, children, invitees and licensees.
"Scheme"	means the Perspective Broadwater Community Titles Scheme.

- (b) Unless the contrary intention appears, words importing the singular include the plural and vice versa and words importing any gender shall include every gender.
- (c) All provisions are as far as possible to be construed as severable provisions to the intent that where any such provision would, but for this by-law, be invalid or unenforceable, then the remaining provisions of these by-laws shall nevertheless be valid and enforceable.

- (d) The headings contained in these by-laws are for reference purposes only and do not form part of these by-laws and are to be disregarded in the interpretation thereof.

1. Damage to lawns, etc. on Common Property

An Owner shall not:

- (a) Damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon Common Property; or
- (b) Except with the consent in writing of the Body Corporate, use for his own purposes as a garden any portion of the Common Property.

2. Damage to Common Property

An Owner shall not mark, paint, drive nails or screws or the like into, or otherwise damage, deface or alter any structure or construct any structures that forms part of the Common Property except with the consent in writing of the Body Corporate, but this by-law does not prevent an Owner or person authorised by him from installing:

- (a) Any locking or other safety device for protection of his Lot against intruders; or
- (b) Any screen or other device to prevent entry of animals or insects upon his Lot

Provided that the locking or other safety device, or as the case may be, screen or other device is of a colour as approved by the Body Corporate, is constructed in a workmanlike manner, is maintained in a state of good and serviceable repair by the Owner and does not detract from the amenity of the building.

3. Appearance of Building

- (a) An Owner shall not, without the consent in writing of the Body Corporate, hang any washing, towel, bedding, clothing or any other article or display any sign, advertisement, placard, banner, pamphlet or like matter on any part of his Lot in such a way as to be visible from outside the building.
- (b) No television, radio or other aerial, antennae, dish, tower, or other transmitting or receiving structure or any other similar devices shall be erected, installed, placed or maintained upon the outside of the building without the prior consent in writing of the Body Corporate.
- (c) No external blinds, canopies, awnings or pergolas shall be erected, constructed or placed or permitted to remain upon the outside of the building without the prior consent in writing of the Body Corporate.
- (d) An Owner shall keep clean all glass in windows and doors (including so much thereof as is Common Property) and if any such glass is broken or cracked he shall, at his own expense, replace the broken or cracked glass with fresh glass of the same kind and weight as at present.
- (e) An Owner shall not hang curtains visible from outside of his Lot unless those curtains have a backing of such colour and design as shall be approved in writing by the Body Corporate. An Owner shall not install, renovate, and/or replace any curtain backing, or window tinting without the colour and design of the same being first approved in writing by the Body Corporate. In granting such approval the Body Corporate shall ensure that the curtain backings and window tinting used in all of the Lots is in keeping with the amenity of the building.
- (f) An Owner shall not, without the prior written consent of the Body Corporate, do or permit anything to be done, or maintain within his Lot or outside of his Lot anything visible from the outside of his Lot, that is not in keeping with the amenity of the building.
- (g) An Owner shall not in any way alter the exterior appearance of the Lot, including the garden and grounds (if any) nor cause to be constructed or placed upon any part of the Lot any materials or items which the Committee reasonably considers to be unsightly or detracting from the appearance of the Unit.

4. Structural Alterations to Lots

An Owner shall not make any structural alteration to his Lot (including any alteration to gas, water, electrical installations and including the installation of any air-conditioning system) without the prior consent in writing of the Body Corporate. The Body Corporate shall be entitled to request copies of such plans and specifications as it might consider necessary to enable it to grant its approval and the Owner or occupier of the Lot shall comply with all such requests.

5. Maintenance of Lots

An Owner shall maintain his Lot in a clean condition and shall take all practical steps to prevent infestations by vermin and/or insects.

6. Depositing rubbish, etc., on Common Property

An Owner shall not deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of another Owner of any person lawfully using the Common Property.

7. Not to litter

An Owner shall not throw, or allow to fall, or permit or suffer to be thrown, or to fall, any paper, rubbish, refuse, cigarette butts, or other substance whatsoever, out of the windows, doors or down any staircase, from balconies from the roof or any common area. Any damage or costs for cleaning or repair caused by breach hereto shall be borne by the Owner concerned.

8. Obstruction

An Owner shall not obstruct the lawful use of the Common Property by any person. Subject only to by-law 23, the pathways and driveways on the Common Property and any easement giving access to the Common Property shall not be obstructed by any such Owner used by him for any other purpose than the reasonable ingress and egress to and from his particular Lot.

9. Nuisance

No noxious or offensive trade or activity shall be carried on upon or in any Lot on the Common Property nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighbourhood or which may be likely to interfere with the peaceful enjoyment of the Owners of other Lots or any other person lawfully using the Common Property in particular and without limiting the generality of the foregoing:-

- (a) No loud noises, noxious odours, exterior speakers, horns, whistles, bells or other sound devices (other than security or warning devices used exclusively for such purposes) noisy or smoking vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or items which may unreasonably interfere with television or radio reception of any residence shall be located used or placed on any portion of a Lot on the Common Property or exposed to the view of other Owners without the prior written consent of the Body Corporate;
- (b) All musical instruments, wirelesses, radiograms, television sets, stereos and the like shall be controlled so that the sound arising there from shall be reasonable and not cause annoyance to other Owners of Lots in the Scheme;
- (c) Guests leaving after 10:00pm shall be requested by their hosts to leave quietly and quietness shall also be observed when Owners return to their Lot late at night or in the early morning hours;
- (d) In the event of any unavoidable noise in a Lot at any time the Owner thereof shall take all practical means to minimise annoyance to other residents by closing all doors, windows and curtains of their Lot and also such further steps as may be within their power for the same purpose;
- (e) Any communal facility or communal open space activities must not be used between the hours of 10:00pm and 7:00am and any such other times imposed by any development approval(s) applicable to the Scheme.

10. Behaviour of Invitees

An Owner shall take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of an Owner of another Lot or any person lawfully using Common Property.

11. Motor Vehicles, Parking, Private Roads

- (a) An Owner shall not park or stand any motor vehicle upon the Scheme except within the garage on his Lot without the written permission of the Body Corporate first being obtained.
- (b) The largest vehicle permitted onto or over the Scheme and Common Property is a small rigid vehicle (SRV) and the dimensions of the SRV are to be generally in accordance with the Australian Standard Parking Facilities (AS2890.2), from time to time.
- (c) The SRV Manoeuvring Designated Area will be over the visitor car parking areas as detailed in drawings and determined by a Registered Professional Engineer Queensland (RPEQ) with experience in traffic engineering.
- (d) The Body Corporate must maintain an Operational Management Plan that clearly limits the largest vehicle upon the Scheme and Common Property to an SRV including drawings identifying the SRV Manoeuvring Designated Area and procedures to be undertaken to ensure that the SRV Manoeuvring Designated Area is temporarily made available to allow an SRV to manoeuvre in order to ingress and egress onto or over the Scheme and Common Property in a forward gear, separate to pedestrian access.
- (e) The Body Corporate must provide each Owner with a copy of the Operational Management Plan and an Owner shall observe and comply with the Operational Management Plan.
- (f) The Body Corporate may, from time to time, designate particular parking areas upon the Common Property which may be used by Owners or their respective invitees or licensees and the day and/or the hours during which the same maybe used or may not be used by any such persons and for that purpose the Body Corporate shall be entitled to place and erect signs in and about the Common Property provided such signs are in keeping with the amenity of the parcel.
- (g) An Owner shall observe and comply with all car parking signs erect upon Common Property and shall further observe and comply with all reasonable directions and request which they may from time to time receive from the Committee for the purpose of supervising, controlling and regulating the parking of motor vehicles upon the Common Property.
- (h) An Owner shall ensure that his invitees and licensees observe and comply with all car-parking signs erected upon Common Property.
- (i) An Owner shall ensure that their invitees and licensees use the visitors car parking areas only for its intended purpose of casual parking and shall also ensure that their invitees and licensees observe and comply with all reasonable directions and request which they may from time to time receive from the Committee for the purpose of supervising, controlling and regulating the parking of motor vehicles upon the Common Property.
- (j) No Owner shall conduct repairs or restorations of any motor vehicle, boat, trailer, caravan or other vehicle upon any part of the Common Property except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.
- (k) The private roads, pathways, driveways and other Common Property and any easement giving access to the parcel shall not be obstructed by any Owner or any of their tenants, guests, servants, employees, agents, invitees or licensees of the Owner or be used by them for any purpose other than the reasonable ingress to and egress from their respective Lots or the parking areas provided.
- (l) An Owner shall not drive or permit to be driven any motor vehicle in excess of three tonnes weight onto or over the Common Property other than such vehicles necessary to complete the construction and/or occupation of any Lot erected on the parcel, and any motor vehicles entitled by any statutes and/or local authority ordinance provided that such vehicles do not exceed the dimensions of an SRV.

12. Speed Limits

An Owner shall not exceed the speed limit nominated by the Committee from time to time (the "Speed Limit") while driving any motor vehicle on the Common Property and shall use his best endeavours to ensure that his invitees do not exceed the Speed Limit in such circumstances.

13. Washing of Motor Vehicles

Motor vehicles are to be washed in such areas or areas as the Committee may from time to time nominate.

14. No Additions

Carparking Area or Fences. No Owner shall erect, or cause or allow to be erected on any car parking area or on the Common Property any fence, wall, barrier or impediment without the written consent of the Committee.

15. Use of Water

An Owner shall ensure that all water taps in his Lot are properly turned off after use.

16. Use of Waste Pipes and Drains

An Owner shall not use or permit to be used the water closets, conveniences and other water apparatus and other appurtenances contained in or upon the building or the Common Property including waste pipes and drains for any purpose other than those for which they were constructed or installed and no sweepings or rubbish or other unsustainable or deleterious substances shall be deposited therein. Any damage or blockage resulting from misuse or negligence shall be borne by the Owner of the relevant Lot whether the same was caused by his own actions or those of his occupiers, servants, agents, licensees or invitees.

17. Garbage Disposal

An Owner shall:-

- (a) Save where the Body Corporate provides some other means of disposal of garbage, maintain within his Lot, or on such part of the Common Property as may be authorised by the Body Corporate, in a clean and dry condition and adequately covered, a receptacle for garbage;
- (b) Comply with all local authority by-laws and ordinances in relation to the disposal of garbage; and
- (c) Ensure that the health, hygiene and comfort of the Owner of any other Lot is not adversely affected by his disposal of garbage.
- (d) On the day designated from time to time for collection of garbage to bring any garbage receptacle maintained within the or near his Lot to such point or points as may be notified by the Body Corporate.

18. Storage of flammable liquids, etc.

An Owner shall not, except with the consent in writing of the Body Corporate, use or store upon his Lot or upon the Common Property any flammable chemical, liquid or gas or other flammable material, other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any such chemical, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

19. Source of Light and Power

An Owner shall not use any form of light, power or heat other than electric current or gas supplied through meters, provided that this by-law shall not prevent the use of auxiliary power or lighting (other than an exposed flame) during any period of power failure or power restriction.

20. Overloading Electrical Circuits

- (a) An Owner shall not install any electrical equipment in his Lot that overloads the electrical service supplied through meters, provided that this by-law shall not prevent the use of auxiliary power or lighting (other than an exposed flame) during any period of power failure or power restriction.

- (b) If the Body Corporate grants consent than any alterations which may be necessary to comply with the Body Corporate's insurer and any statues, regulations, ordinances or by-laws relating thereto shall be effected and complied with by the Owner requesting consent at his own cost and expense.
- (c) The Owner requesting consent shall also be responsible for the payment of the Body Corporate's costs and expenses of and incidental to the granting of consent and the alterations.

21. Installation of Services

The Body Corporate has the power to:

- (a) Allow a person to install cabling, wiring, ducting, conduits, amplifiers, satellite dish and any other equipment necessary ("the Equipment") to allow the provision of cable television services, satellite services and similar services to the parcel; and
- (b) enter into agreements with the providers of cable television services, satellite services and similar services on the terms of the Installation of the Equipment and provision of such services to the parcel.

22. Keeping of Animals

An Owner is permitted to keep two (2) domestic dogs or cats in his Lot, provided that the Owner is responsible for cleaning up after the animal, the animal does not cause a nuisance to other Owners and is not allowed to roam on Common Property (whether restrained or unrestrained).

23. Use of Lots

- (a) Subject to the provision of these By-laws, an Owner shall use his Lot for residential purposes only and no Owner shall use his Lot (or ay part thereof) for the conduct of any trade, commerce or business or any purpose which may be illegal or injurious to the reputation of the parcel or the Owners of Lots or which may interfere with the peaceful enjoyment of another Lot by the Owner thereof or which may interfere with the general management of the building. Subject to the provisions of these by-laws, each Lot may be used either for either permanent or temporary accommodation purposes.
- (b) Whilst the Original Owner or its successors, assigns, or nominee remains an Owner of any Lot in the parcel it and its respective servants and/or agents shall be entitled to utilise any Lot of which it remains Owner as a display Unit for the purpose of allowing prospective purchasers of any Lot inspect such Lot and further shall be entitled to place such signs and other advertising and display material in and about the Lot, and about the Common Property which signs shall 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 parcel and shall not at any time and from time to time be more in terms of number and size than is reasonably necessary.

24. The Original Owner

The Original Owner (or its nominees) by its employees, agents, contractors and consultants shall be entitled to:

- (a) Construct, complete, improve or extend any buildings or facilities upon a Lot in order to complete all stages of development of the Scheme; and
- (b) To use the Common Property for the purpose of gaining access and egress either by foot or in vehicles and heavy machinery to such a Lot, and
- (c) Make improvements to the Common Property by, but not limited to, the construction of driveways, and parking bays, gardens and other infrastructure as required for the completion of the development in a manner consistent with the existing improvements.

25. Auction Sales

Intentionally Deleted.

26. Facilities on Common Areas

The Committee of the Body Corporate may make rules from time to time to regulate the use of the facilities available for use and situated upon the common areas. Rules made shall not be inconsistent with these by-laws and the same shall be observed by the Owners, their tenants, invitees and agents unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Owners.

27. Observation of Duty

- (a) Subject to the provisions of the Act, the by-laws for the time being in force bind the Body Corporate and the Owners and any mortgagee in possession (whether by himself or any other person), lessee or occupier of a Lot to the same extent as if these by-laws have been signed and sealed by the Body Corporate and each Owner and each such mortgagee, lessee and occupier respectively, and as if they contained mutual covenants to observe and perform all of these provisions of these by-laws.
- (b) The duties and obligations imposed by these by-laws on any Owner shall be observed not only by the Owner but also by their respective guests, servants, employees, agents, children, invitees and licensees.

28. Notice of Accidents

An Owner shall give the Body Corporate proper notice of any accident to or defect in the water pipes, gas pipes, electrical installations or fixtures which come to his knowledge and the Body Corporate shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as it may deem necessary for the safety and reservation of the building as often as it may be necessary.

29. Severability

The provisions of these by-laws shall so far as possible, be construed as severable provisions to the intent that where any such provision would, but for this by-law, be invalid or unenforceable, then the remaining provisions of these by-laws shall nevertheless be valid and enforceable.

30. Recovery of Money from an Owner

- (a) Where it is necessary, in the discretion of the Body Corporate, to seek to recover from an Owner any monies that are owed by that Owner to the Body Corporate whether under the Act or these by-laws (and also including arrears of levies) then the Committee of the Body Corporate shall be entitled to recover such amount together with any amount expended by way of legal professional costs and outlays (including solicitor and own client costs) together with the costs of investigation and of service of process as a liquidated debt in an action in any court of competent jurisdiction from such Owner.
- (b) Where the Body Corporate expends money to make good damage caused by a breach of the Act or these by-laws by any Owner or the servants, agents, invitees or licensees of an Owner or any of them, then the Body Corporate shall be entitled to recover the amount so expended as a liquidated debt in an action in any court of competent jurisdiction from the Owner of the Lot at the time when the breach occurred.
- (c) An Owner shall be liable to compensate the Body Corporate in respect of all damage to the Common Property or personal property vested in the Body Corporate caused by such Owner or any of their respective licensees or invitees.

31. Signs

The Committee may make and maintain rules to control the number, size, colour, design and uniformity of signs which may be displayed, put up or affixed by each Owner and by the Body Corporate. For the avoidance of doubt, the Owner is not permitted to display, put up or affix any sign without the approval of the Body Corporate.

32. Resolutions signed by all Members Valid

A resolution in writing, signed by all the members of the Committee for the time being entitled to receive notice of a meeting on the members of the Committee, shall be as valid and effectual as if it had been passed at a meeting of the members of the Committee duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more of the members of the Committee.

33. Body Corporate Right of Access

- (a) An Owner shall upon receiving one (1) days' notice in writing from the Body Corporate, allow the Body Corporate or any contractors, sub-contractors, workmen, servants, agents or other persons authorised by it the right of access to his Lot (including the interior of his Lot) for the following purposes:
- (i) Carrying out works or effecting repairs on mains, pipes, wires or connections of any water, sewerage, drainage, gas, electricity, telephone or other system or service whether to his Lot or to an adjoining Lot;
 - (ii) The reading of any electricity meters or sub-meters;
 - (iii) The installation, service, maintenance and repair of electricity metres or sub-meters, Telecommunication apparatus (including Cable network), fire hydrants and associated appliances; or
 - (iv) The installation, service, maintenance and repair of any appliances for the general benefit of the Body Corporate or the Owners as a whole which may be installed on any part of the building and which can only be installed, maintained, serviced or repaired by access through any Lot.
 - (v) Carrying out inspections for termites and cockroaches.
- (b) If any Owner refuses permission to enter his Lot, then the Body Corporate or any contractors, sub-contractors, workmen, servants, agents or other persons authorised by it shall be entitled to use such force as may be necessary to enter the Lot for the purposes indicated above provided however that when exercising any power of entry whether forcible or otherwise the Body Corporate shall ensure that its servants, agents, employees and workmen cause as little inconvenience to the Owner as is reasonable in the circumstances.

34. Instructing Contractors

An Owner shall not directly or indirectly instruct any contractors or workmen employed by the Body Corporate unless so authorised, and all requests for consideration of any particular matter to be referred to the Body Corporate, shall be directed to the Secretary of the Body Corporate.

35. Increase of Fire Risk

An Owner shall not bring to, do or keep anything in his Lot which may increase the rate of fire insurance on the building or any property on the parcel or which may conflict with the laws, regulations or ordinances relating to fires or any insurance policy on the building or any property on the parcel or the regulations or ordinance of any public authority for the time being in force.

36. Security of the Parcel

The Committee of the Body Corporate shall be entitled to make rules and regulations for the benefit of all Owners regulating the security and the operation of it upon the parcel. Such rules and regulations shall not be inconstant with these by-laws. The Owners shall ensure compliance with such rules and regulations so made until the same shall have been revoked, amended or altered by a majority resolution of the Body Corporate in general meeting.

- (a) The Body Corporate may, but it shall not be obliged to, take all reasonable steps to ensure the security of the parcel and the buildings situated thereon from intruders or to preserve its safety from fire or other hazards and without limiting the generality of the foregoing may:-
- (i) Obtain, install and maintain locks, alarms, communications systems and other security devices; and
 - (ii) Restrict by means of key or electronically operated security systems access to the parcel.
- (b) If the Body Corporate in the exercise of its powers under these by-laws restricts the access of Owners to any part of the Common Property by means of any lock, electronic device or similar security device then it may make such number of keys or operating systems (as it determines) available to the Owners free of

charge and thereafter may at its discretion make additional numbers thereof available to the Owners upon payment of such reasonable charge therefore as may be determined from time to time by the Body Corporate.

- (c) An Owner to whom any key or any operating system is given pursuant to these by-laws shall exercise a high degree of caution and responsibility in making the same available for use by any occupier of a Lot and shall take reasonable precautions (which shall include an appropriate the covenant in any lease or licence of a Lot to any such occupier) to ensure return thereof to the Owner or the Body Corporate upon the occupier ceasing to be an occupier.
- (d) An Owner under whose possession any key or operating system referred to in these by-laws has come shall not without the prior approval in writing of the Body Corporate duplicate the same or cause or permit the same to be duplicated and shall take all reasonable precautions to ensure that the same is not lost or handed to any person other than another Owner and is not disposed of otherwise than by returning it to the Body Corporate.
- (e) An Owner who is issued with a key or operating system referred to in these by-laws shall immediately notify the Body Corporate if the same is lost or misplaced. The Owners together with their respective invitees and licensees acknowledge and understand that the Body Corporate is not an insurer and that such Owner and their respective invitees and licensees assume all risks and liabilities for loss or damage to persons, to Lots and to the contents of Lots.

37. Tents, Trailers and Temporary Structures

An Owner shall not, without the consent in writing of the Body Corporate, place upon Common Property or within his Lot any tent, trailer or any structure of a temporary nature.

38. Exterior Fires

An Owner shall not light or permit to be lit upon Common Property any external fires except barbecue fires that are contained within receptacles provided for such purpose and provided further that such barbecue fire does not create a fire hazard.

39. Notice to be observed

An Owner shall observe the terms of any notice displayed on Common Property by the Body Corporate or any statutory authority.

40. Communication of Complaints

All complaints or applications to the Body Corporate or its Committee shall be addressed in writing to the Secretary of the Body Corporate or to the Body Corporate Manager.

41. Infectious Diseases

In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance happening in any Lot then the Owner of such Lot shall give written notice thereof to the Body Corporate and shall pay to the Body Corporate the expenses incurred by the Body Corporate in disinfecting the premises of any part of the building require to be disinfected and replacing any articles or things the destruction of which may be rendered necessary by such disease.

42. Care of Improvements

- (a) Each Owner in the Scheme hereby jointly and severally appoint the Body Corporate as their agent to arrange and effect annual internal and external inspection of the improvements erected on each Lot in the said plan and the Common Property for termite and cockroach activity and to carry out any preventative treatment deemed necessary as the Committee shall in its absolute discretion from time to time determine with a reputable and solvent pest control company. The said appointment shall be irrevocable and shall be deemed to be effected by the registration of the Owner on the Certificate of Title to the Lots in the Building Format Plan in the office of the Registrar of Titles.

- (b) The Body Corporate shall be hereby empowered to collect as a levy upon the registered Owner of each Lot in the Scheme a contribution payable to the Administrative Fund to provide for the cost of annual inspections and a contribution payable to the sinking fund to provide for the estimated cost of preventative termite and cockroach treatment in accordance with sub-section (a) of this by-law.

43. Use of Common Areas

- (a) An Owner shall not permit children to play on common areas unless accompanied by an adult. Riding of bicycles, skateboards, scooters and roller blades on the roadway and playing of ball games is prohibited at all times.
- (b) Owners shall respect the privacy of Owners of other Lots within the Scheme by restricting their use of the Common Property directly behind and to the side of other Lots to that of an emergent nature and shall request their guests, servants or agents to do likewise.

44. Joint Facilities

The Body Corporate, in addition to the powers and authorities conferred upon it by or under the Act and elsewhere in these by-laws shall have the power and authority to enter into any contractual or other arrangement with the registered Owner for the time being of any parcel of land adjoining the parcel for the purpose of contributing to the cost of providing or maintaining any services or repairing and maintaining any equipment or facility to be used jointly in respect of the two parcels by the Body Corporate and the adjoining registered Owner.

45. Self Help

- (a) In addition to any other remedies provided for in the Act and these by-laws, the Body Corporate or its duly authorised agent, shall have the power and authority to abate or remove from the Common Property (or any part thereof), using such force as may be reasonably necessary, any erection, thing or condition which violates the Act or these by-laws.
- (b) Unless an emergency situation exists, the Body Corporate shall give the violating Owner reasonable written notice of its intention to exercise self help.
- (c) The Body Corporate shall be entitled to recover the costs incurred in exercising self help including legal professional costs and outlays (including solicitor and own client costs) as a liquidated debt in an action in any court of competent jurisdiction from the violating Owner or occupier.

46. Maintenance of Landscaping

The Body Corporate will attend to the ongoing maintenance of all landscaping as may be reasonably required to comply with the Statement of Landscape Design Intent contained in Attachment "C".

47. Maintenance of Stormwater Proprietary Treatment Devices

The Body Corporate must attend to the maintenance of the Stormwater Proprietary Treatment Devices situated within the scheme in accordance with the Maintenance Management Plan ("MMP") which is attached to this CMS as Attachment "D".

48. Exclusive Use Areas

- 48.1 Exclusive use and enjoyment of certain parts of Common Property shall be granted to the registered Owners from time to time as are identified in Schedule E of this community management statement and as allocated in the Plan in Attachment "B".
- 48.2 The exclusive use area must only be used for the purpose stated in Schedule E of the community management statement and in compliance with these exclusive use by-laws.

49. Flood Risk Management Plan

Each Owner and occupier acknowledges that the occupation and use of the Scheme Land is subject to the requirements of the Flood Risk Management Plan which is attached at Attachment "E".

50. Severability

If it is held by a Court of competent jurisdiction that:-

- (1) any part of these by-laws is void voidable illegal unenforceable or ultra-vires; or
- (2) these by-laws would be void voidable illegal unenforceable or ultra-vires unless any part of these by-laws were severed there from that part will be severable from and will not affect the continued operation of the remainder of these by-laws.

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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Services Location Diagram

A Services Location diagram is attached to this CMS as Attachment "A".

Statutory Easements

Each Lot and the Common Property in the Scheme is affected by the following statutory easements:

- (a) easement for lateral or subjacent support under Section 115N of the Land Title Act 1994;
- (b) easement for utility services and utility infrastructure in accordance with Section 115O of the Land Title Act 1994;
- (c) easement for utility services and utility infrastructure in accordance with Section 115P of the Land Title Act 1994;
- (d) easement for shelter in accordance with Section 115Q of the Land Title Act 1994;
- (e) easement for projections in accordance with Section 115R of the Land Title Act 1994;
- (f) easement for maintenance of building close to boundary in accordance with Section 115S of the Land Title Act 1994; and
- (g)

Lots and Plan or Common Property	Statutory Easement	Services Location Diagram
Common Property	Support, shelter, utility services, projection	See Attachment "A" on page 16
Lot 1, 2, 3, 4, 5, 6 and 7 on SP326648	Support, shelter, utility services, projection	See Attachment "A" on page 16

SCHEDULE E	DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
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See Plan in Attachment "B"

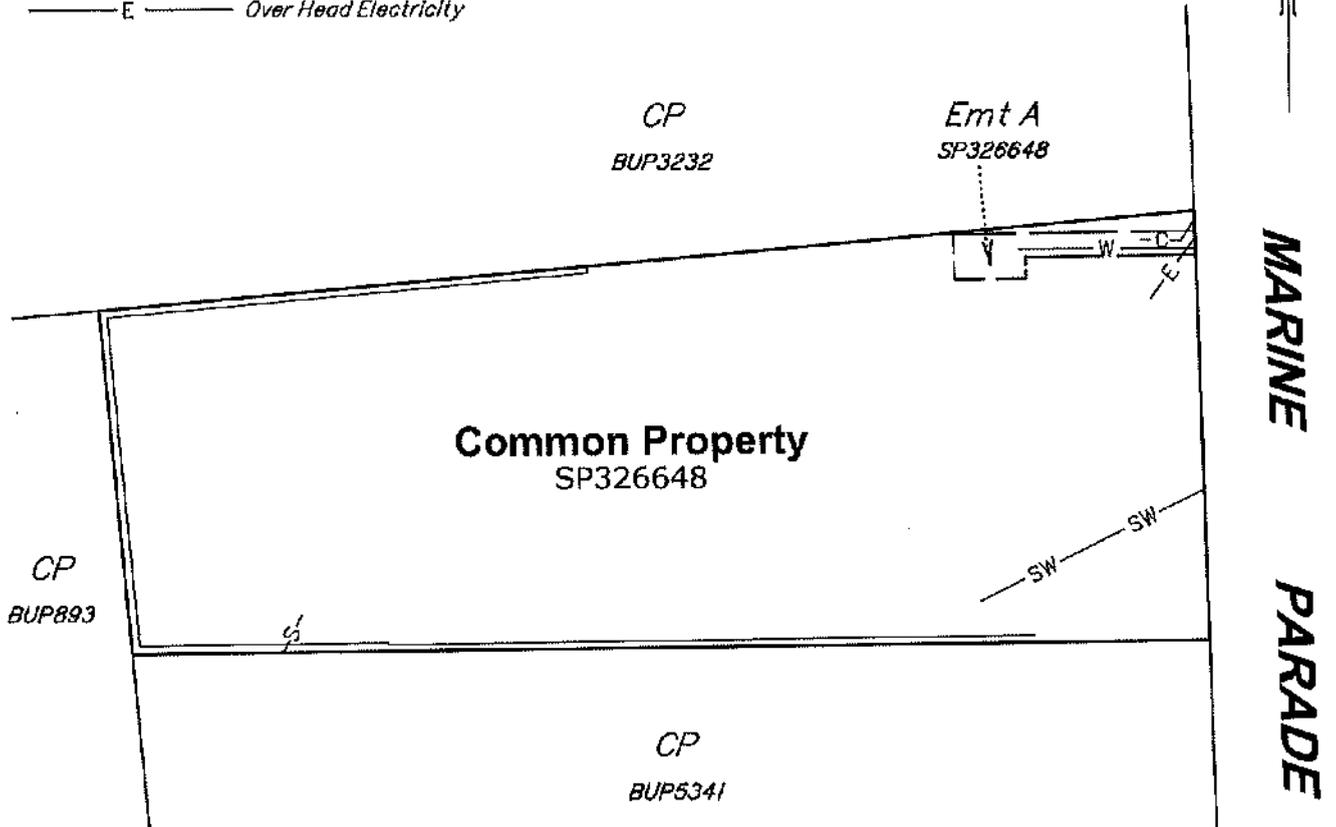
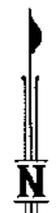
LOT	EXCLUSIVE USE AREA	PURPOSE OF USE	PLAN
Lot 1 on SP326648	EU1a	Car Parking	Plan A
	EU1b		
Lot 2 on SP326648	EU2	Car Parking	Plan A
Lot 3 on SP326648	EU3	Car Parking	Plan A
Lot 4 on SP326648	EU4	Car Parking	Plan A
Lot 5 on SP326648	EU5	Car Parking	Plan A
Lot 6 on SP326648	EU6	Car Parking	Plan A

ATTACHMENT "A"
SERVICES LOCATION DIAGRAM

SERVICES LOCATION DIAGRAM
"PERSPECTIVE BROADWATER" CTS

**UTILITY SERVICES
 LEGEND**

- W — Water
- S — Sewer
- SW — Stormwater
- C — Comms/data
- E — Over Head Electricity



Notes:

1. Drawn to Scale on A4 sheet
2. Community Titles Scheme . . . "PERSPECTIVE BROADWATER" CTS
3. This service location diagram shows the indicative location of utility services within the Common Property external to any building or structures as required by section 66(1) of the BCCM Act and should not be used for any other purpose.
4. Services shown are plotted from plans provided by the builder & not verified by field survey.
7. Revision C: Survey Issue 01/03/2023.

Scale 1:300



PO Box 5021, GCMC QLD 9726
 Ph: (07) 8631 8000
 mail@bennettandbennett.com.au

Surveying, Town Planning & Spatial Services
 GOLD COAST | BRISBANE | SUNSHINE COAST | NORTHERN RIVERS
 www.bennettandbennett.com.au

Title: **Services Location Diagram**
 in the Common Property on SP326648
 of "PERSPECTIVE BROADWATER" CTS

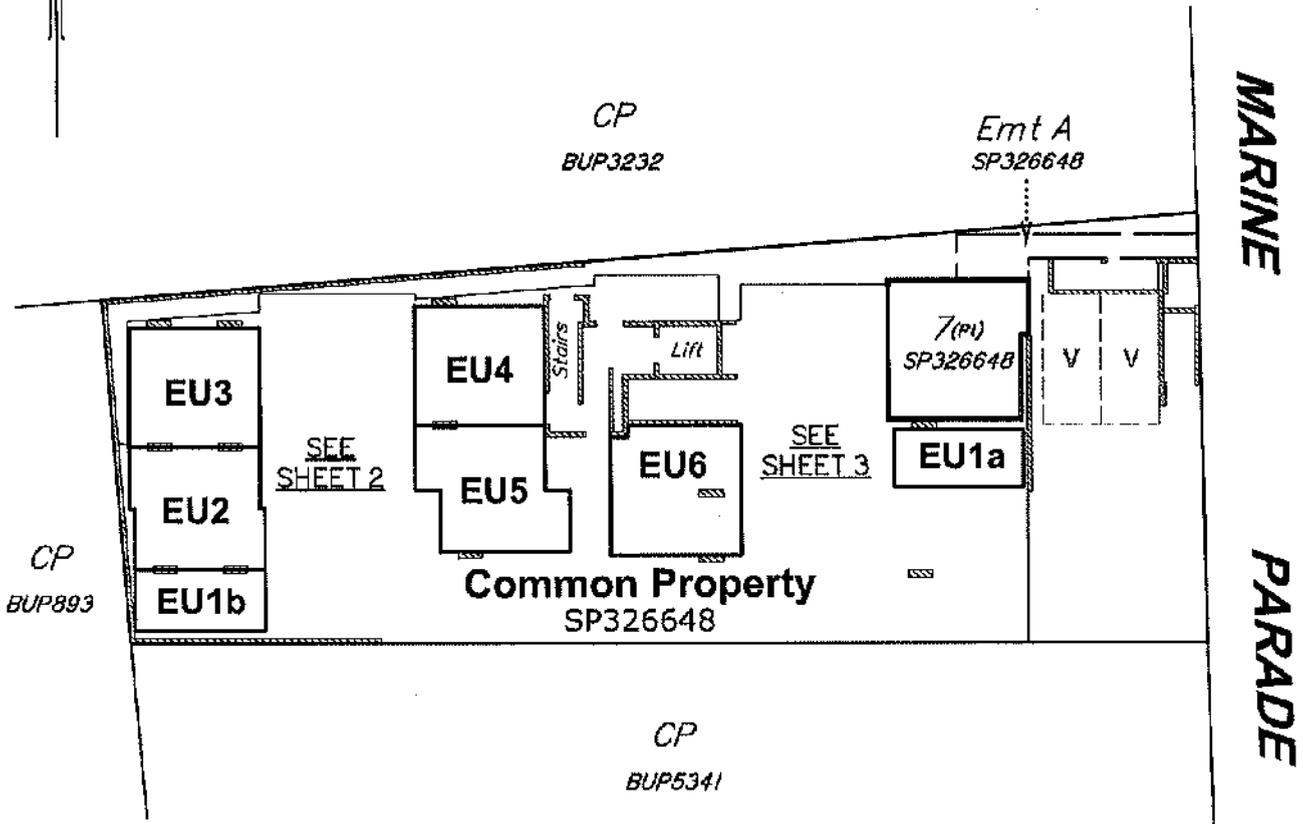
Client: **SHERPA PROPERTY GROUP**

Locality:	BIGGERA WATERS	
Local Gov:	GCCC	Prepared By: SDS
Surveyed By:	Approved: SWM	
Date Created:	27/7/2021	Scale: 1:300
Comp File:		
Plan No:	15238_004_SLD	

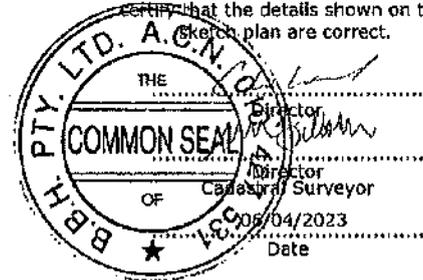
ATTACHMENT "B"
EXCLUSIVE USE PLAN

PLAN A
EXCLUSIVE USE PLAN

"PERSPECTIVE BROADWATER" CTS
Level A (Ground Level)



B.B.H. PTY. LTD. (ACN 010 427 531)
(trading as Bennett and Bennett Group),
certify that the details shown on this
sketch plan are correct.



- Notes:
1. Drawn to scale on A4 sheet.
 2. Community Titles Scheme . . .
"PERSPECTIVE BROADWATER" CTS
 3. Services located in exclusive use areas are not covered by exclusive use entitlement.
 4. Meridian of SP326648.
 5. V Denotes visitor carparking.
 6. Revision F: Survey Issue 6/4/2023, (SDS)

Scale 1:300



BENNETT + BENNETT
PO Box 5021, GC/MC QLD 8726
Ph: (07) 5631 0000
mail@bennettandbennett.com.au
Surveying, Town Planning & Spatial Services
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Title:
Plan of Exclusive Use Areas
EU1a, EU1b & EU2-EU6
In part of the Common Property on
Level A (Ground Level) on SP326648
"PERSPECTIVE BROADWATER" CTS

Client: **SHERPA PROPERTY GROUP**

Locality:	BIGGERA WATERS
Local Gov:	GCCC Prepared By: SDS
Surveyed By:	JS Approved: SWM
Date Created:	27/7/2021 Scale: 1:300
Comp File:	
Plan No:	15238_003_EXC

PLAN A - EXCLUSIVE USE PLAN

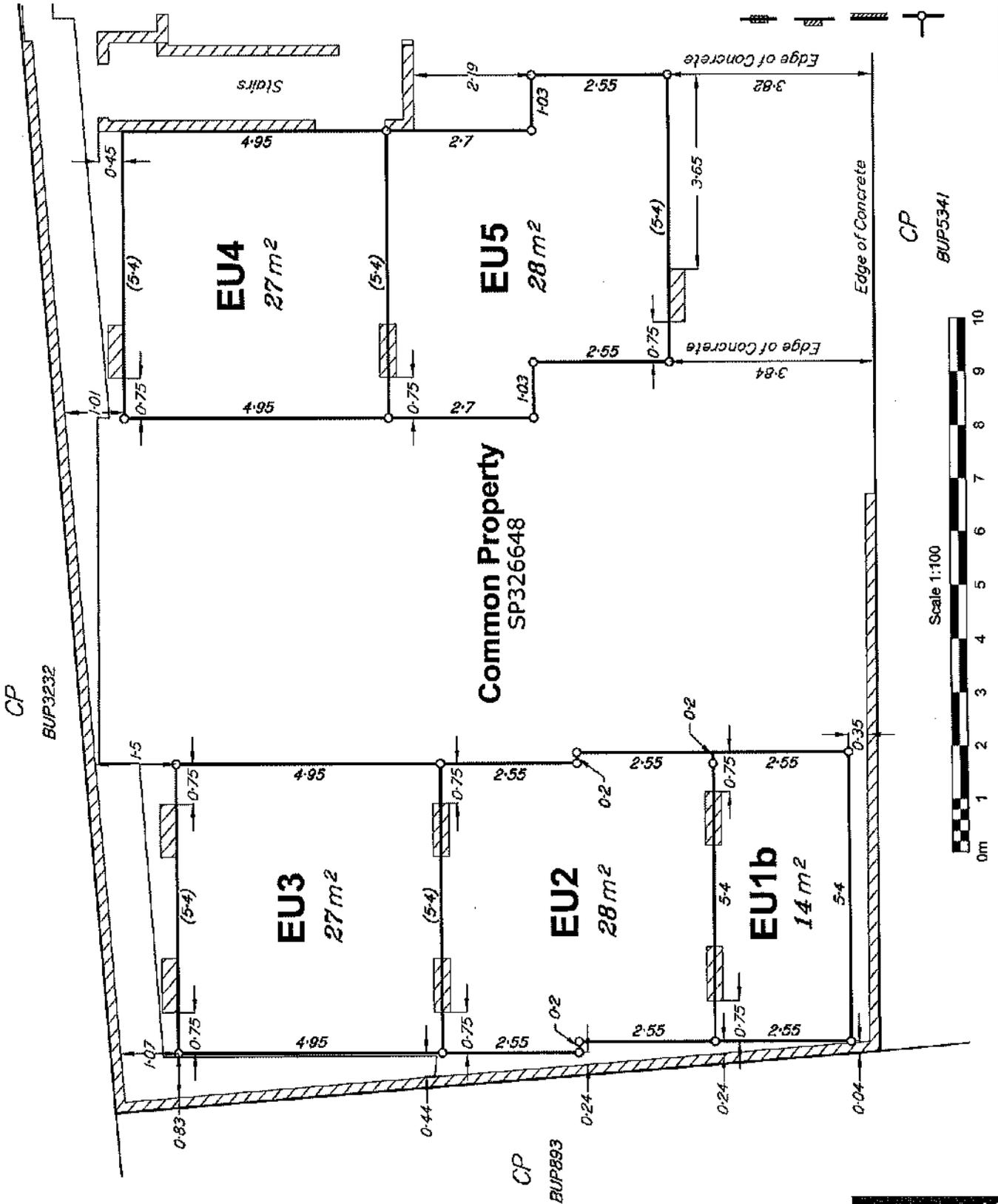
"PERSPECTIVE BROADWATER" CTS



SEE SHEET 3

Legend

- Denotes boundary through centreline of column
- Denotes Boundary along face of column
- Denotes boundary along face of wall
- Denotes D/H Pld in Conc



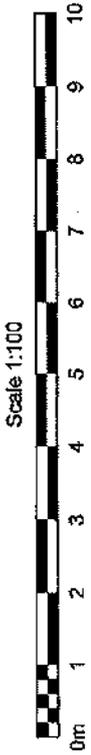
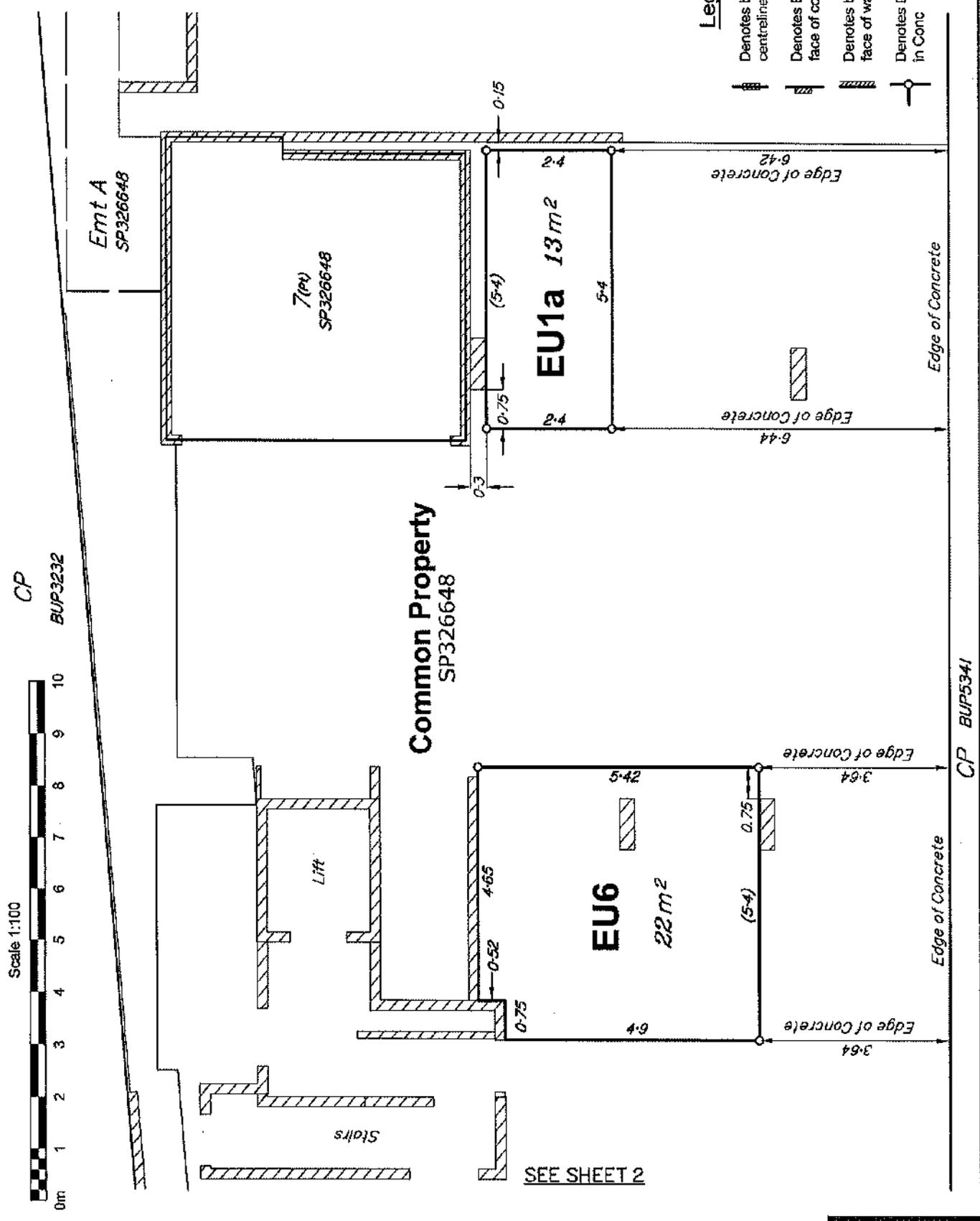
PLAN A - EXCLUSIVE USE PLAN

"PERSPECTIVE BROADWATER" CTS



Legend

- Denotes boundary through centreline of column
- Denotes boundary along face of column
- Denotes boundary along face of wall
- Denotes D/H Pld in Conc



ATTACHMENT "C"
STATEMENT OF LANDSCAPE DESIGN INTENT



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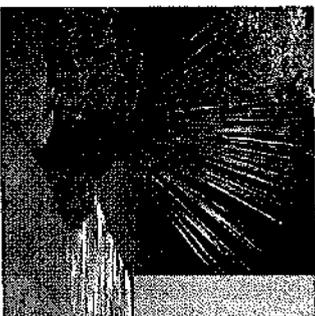
FORM



Issue	Date	Description	Checked
02	27/07/2021	Preliminary Issue	PH
08	29/09/2021	Preliminary Issue	RH

Form Landscape Architects

900 Ann Street
 Treble Lane via Church Street
 Fortitude Valley QLD 4006
 PO Box 393
 Fortitude Valley QLD 4006
 T +617 3216 0806
 info@formla.com.au
 formla.com.au

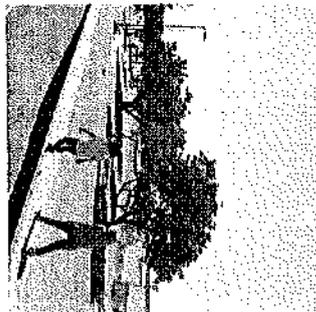
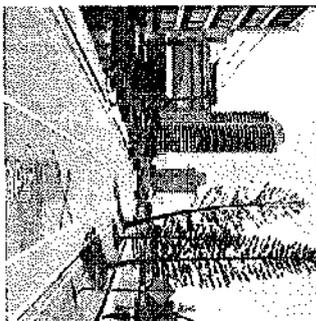


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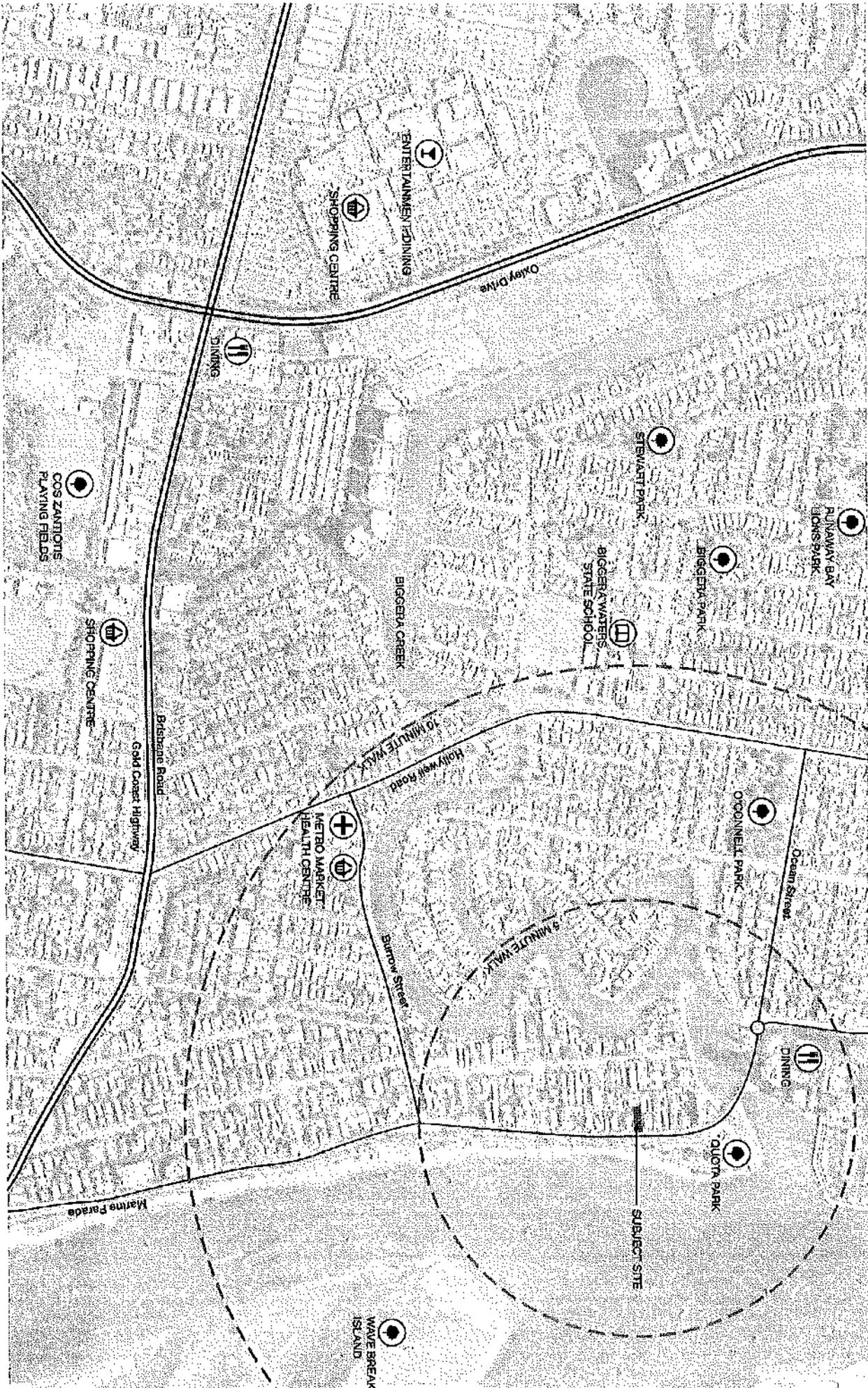
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1.1	Location & Context	5	4.1	Elevation South	18
1.2	Site Photographs	6	4.2	Elevation North	19
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Part One

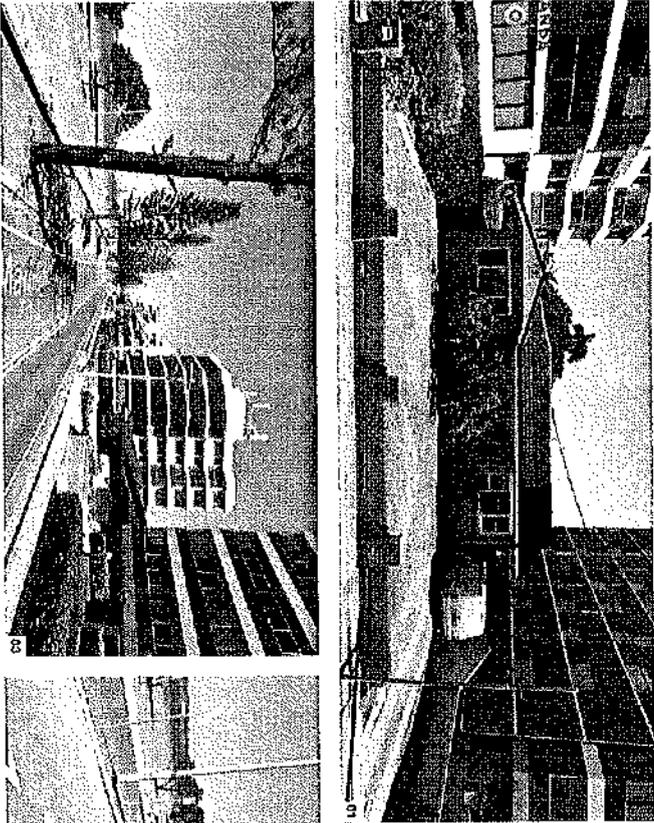
Site Understanding



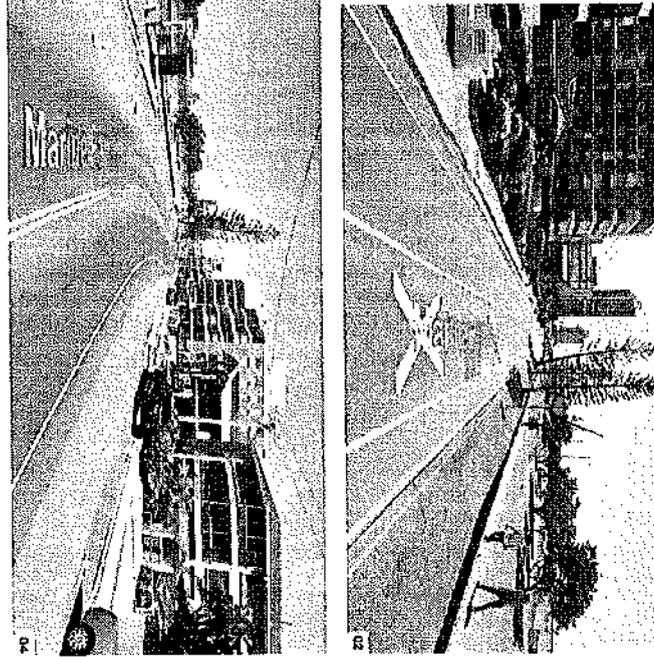
Site Understanding
1.1 Location & Context



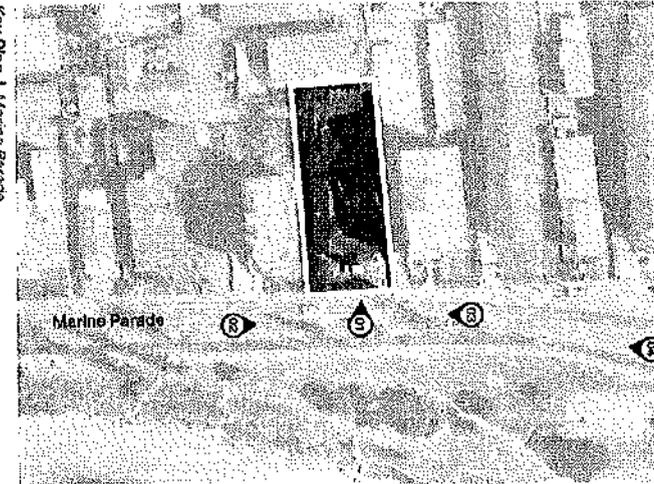
Site Understanding
1.2 Site Photographs



01 View looking at current Marine Parade street frontage.



02 View looking North from location.



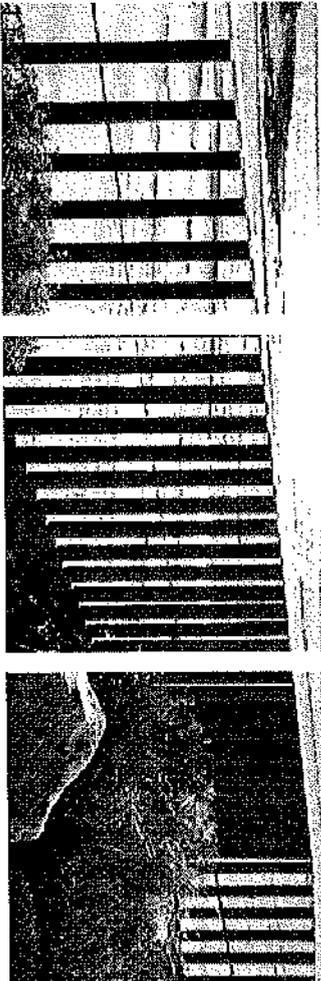
03 View looking South from location.

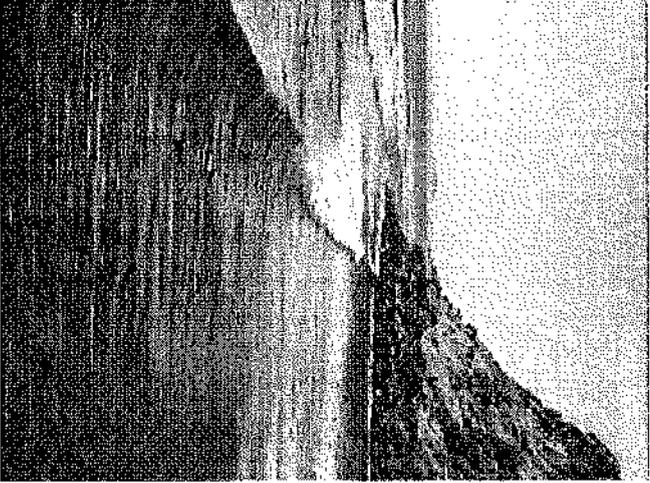


04 View looking Southbound down Marine Parade.

Part Two

Design Approach

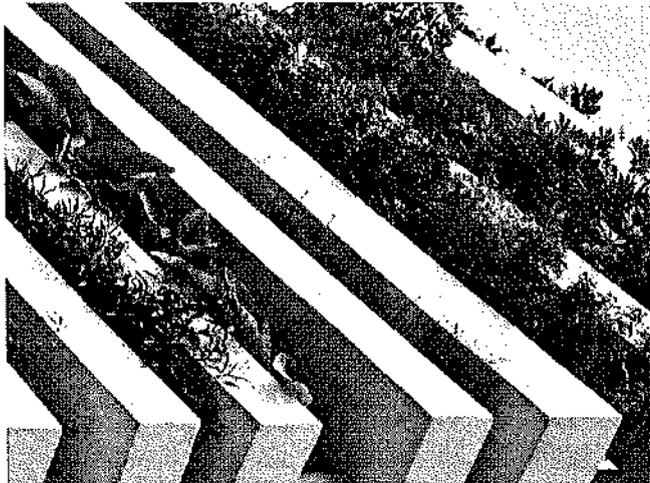




To form a design language inspired by the natural surroundings of the site



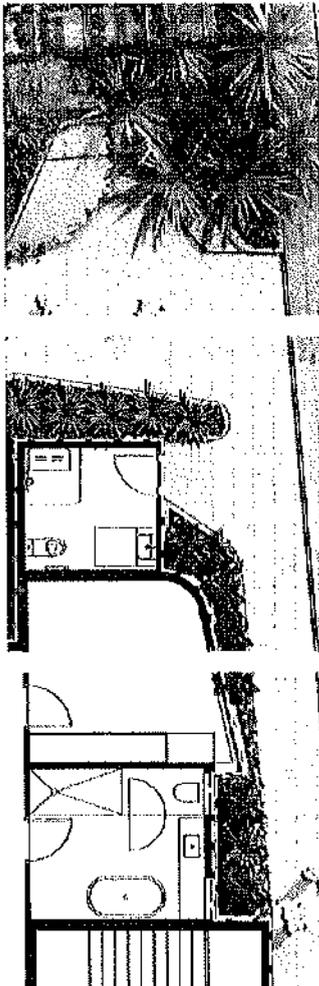
Establish a sustainable landscape that draws queues from the endemic vegetation of the region



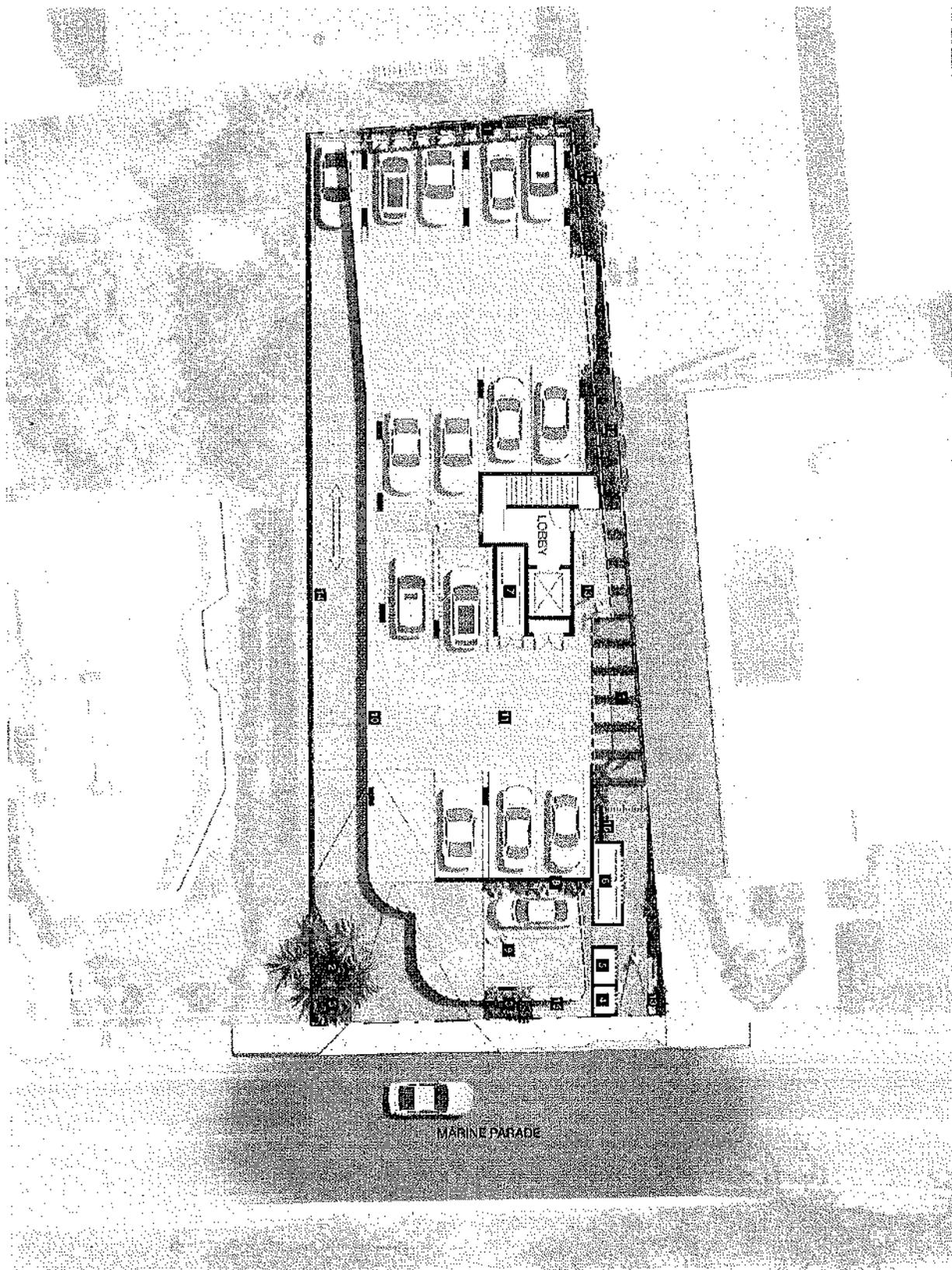
To compose landscape to seamlessly integrate with architecture of the site.

Part Three

Landscape Design



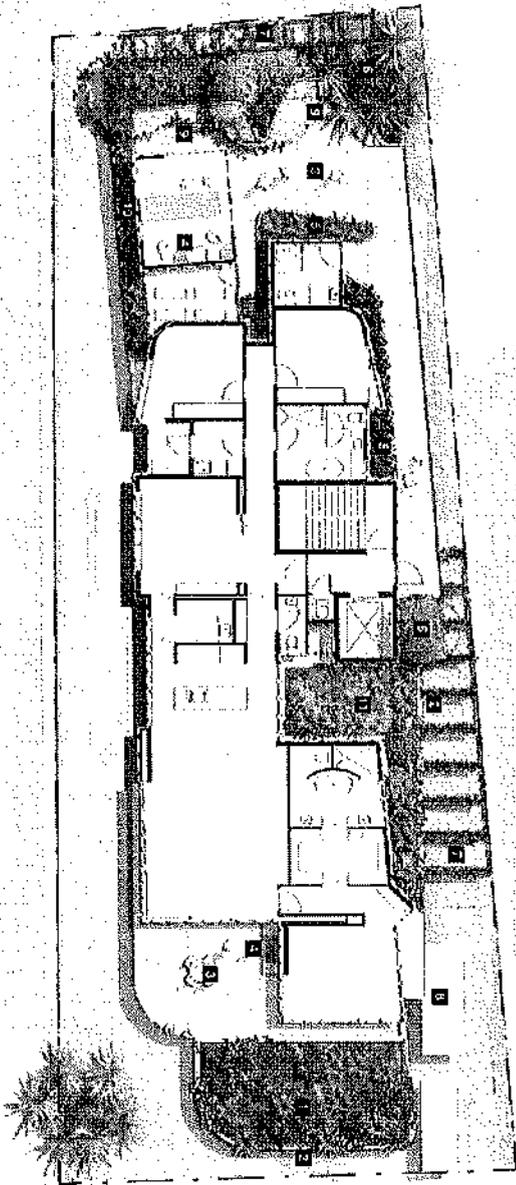
Landscape Design
3.1 Ground Plan



- Legend**
- 1 Airpou with screening climbing planting.
 - 2 Feature *gardianus pedunculatus* at driveway entry
 - 3 Low planting to allow for vehicle sight lines
 - 4 Sprinkler pump
 - 5 Booster pump
 - 6 Temporary refuse room
 - 7 Refuse room
 - 8 Creeping fig to wall
 - 9 Crazy pave treatment to driveway entry
 - 10 Roof over
 - 11 Exposed aggregate concrete to driveway
 - 12 Screen planting
 - 13 Bike Stands
 - 14 Linear planting to boundary fence with creeping fig
 - 15 Water meter (3.0 x 1.5m) Letterbox Bank with planting underneath
 - 16
 - 17
 - 18
 - 19



Landscape Design
3.2 Level 1 Plan

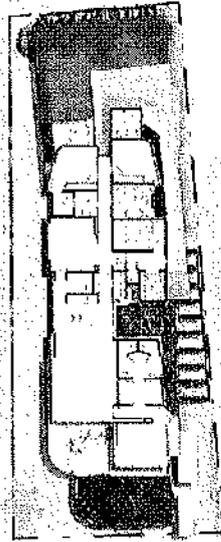


MARINE PARADE

- Legend
- 1 Podium planter with lower coastal plant mix to allow for sight lines
 - 2 Cascading planter edge
 - 3 Tiled outdoor spaces
 - 4 BBQ, dining facilities
 - 5 Podium planter with coastal plant mix
 - 6 *Pandanus distinosculatus* with coastal plant mix
 - 7 Albour with screening climbing planting.
 - 8 Fetuse room roof
 - 9 Outdoor seating
 - 10 Screen planting
 - 11 Cactus Garden



Landscape Design
3.3 Recreation Capacity Plan



RECREATION - LEVEL 1

PROPOSED DEVELOPMENT: RESIDENTIAL APARTMENTS

- 06 x 3 Bedroom
- 01 x 1 Bedroom

For the purposes of this assessment we have assumed the following:

- 100% Occupancy**
 - 2.5 people x 05 = 15 people
 - 2.5 people x 01 = 2 people

- 90% Occupancy**
 - 17 people x 90% = 15 people
- Occupants utilizing recreation areas at any one time (assume 33%)**
 - 15 people x 33% = 5 people

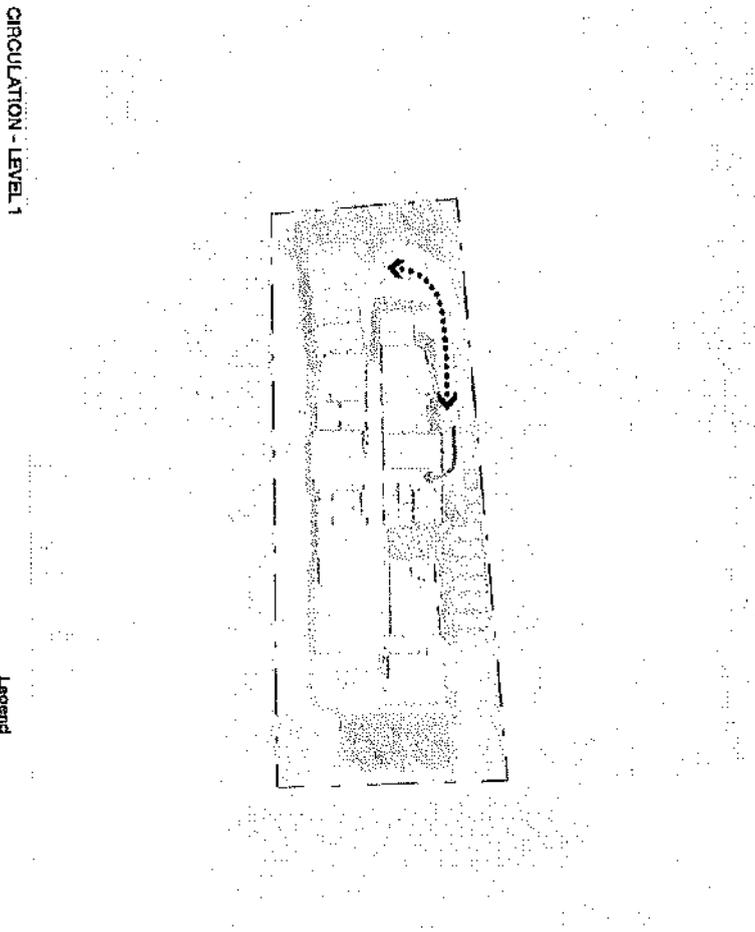
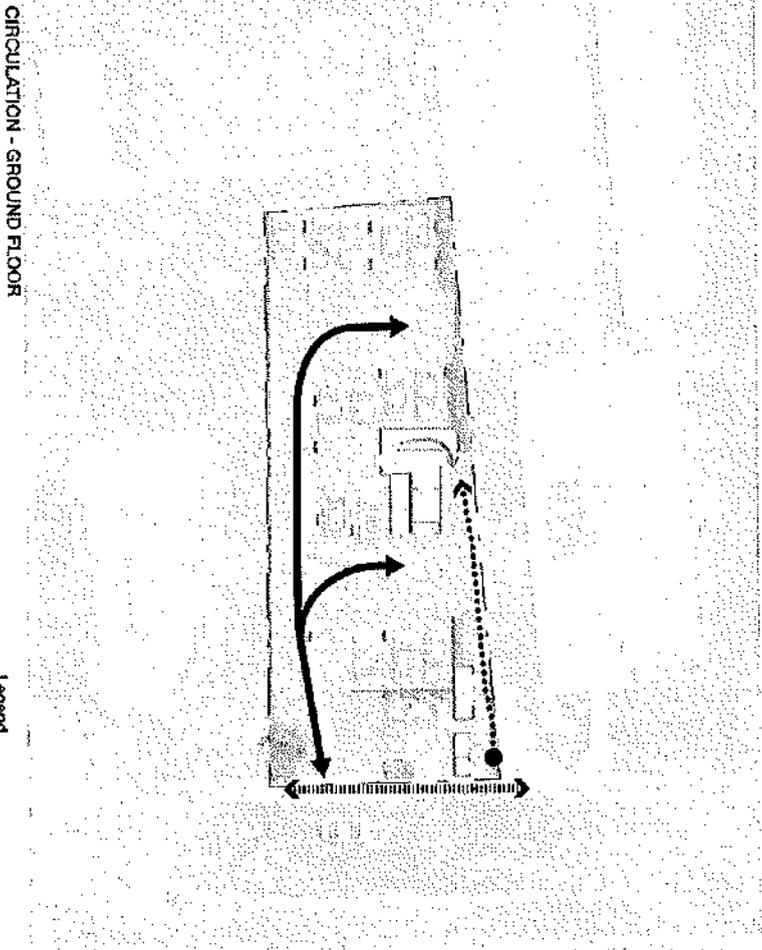
The Recreation Capacity Plan will need to demonstrate that 5 people can recreate in the communal recreation space area provided in the proposed development.

The current Recreational Capacity Plan, based on usable communal recreation space, demonstrates 12 people can recreate comfortably in the area provided and should be viewed as compliant.

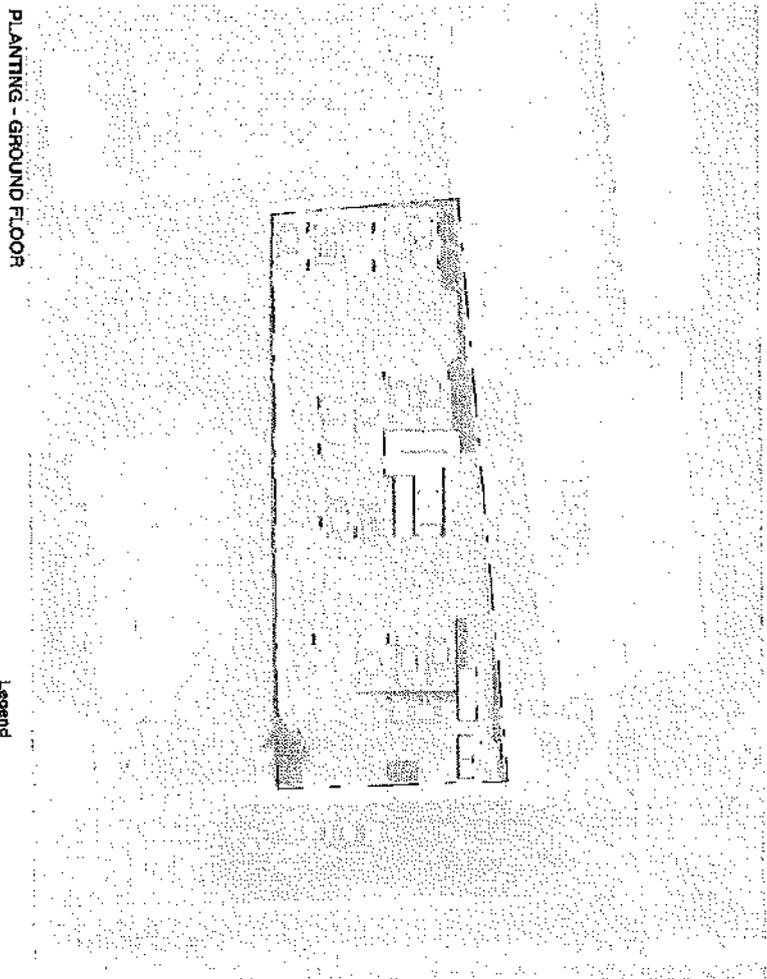
Function Of Space	Area(m ²)	Spatial Requirements (m ² / Person)
Dining /BBQ Facilities	Breakout Space, Residents Functions, Social Interaction	40m ² 7 6
Paved Terrace	Passive Recreation, Residents Functions, Social Interaction	26m ² 5 5
Circulation Space	Passive Recreation, Breakout Space	26m ² 20 1
Total Communal Recreation Space	92m²	Recreation Capacity 12



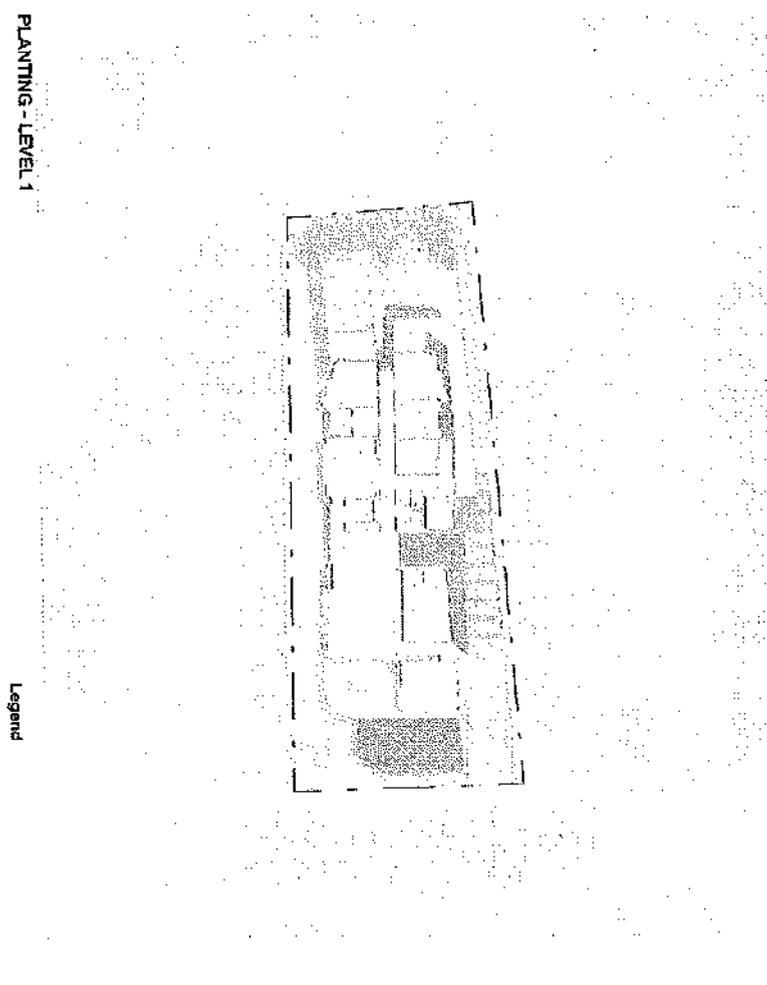
Landscape Design
3.4 Structure Diagrams



Landscape Design
Structure Diagrams



- Legend**
- Deep planting on natural ground
 - 40m² (3% of total site area)

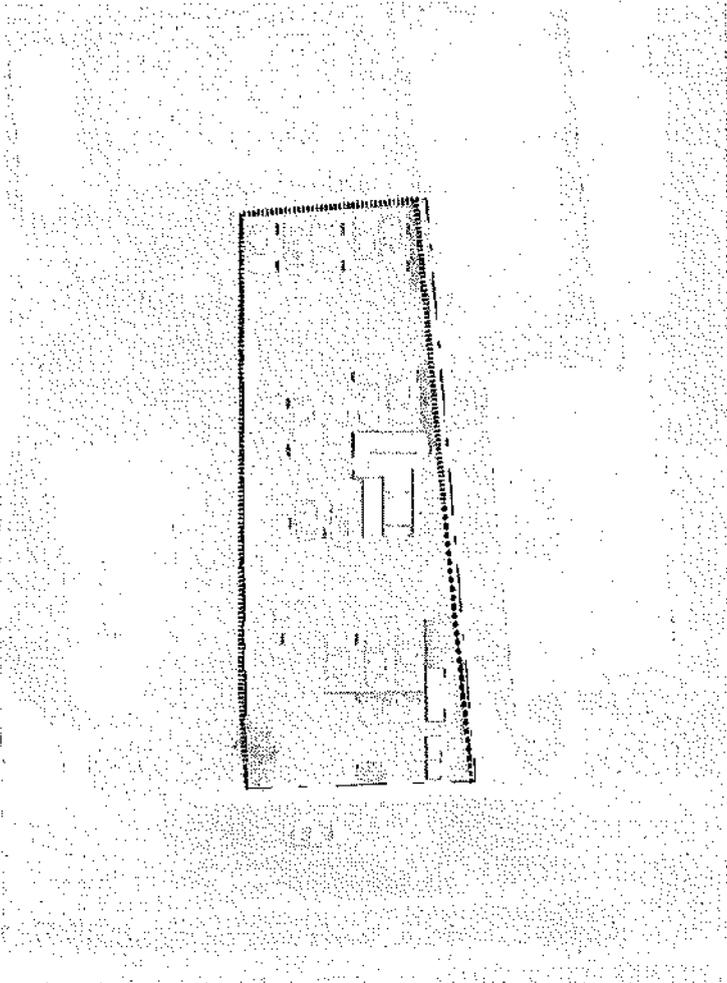


- Legend**
- Podium planting — 1100mm depth
 - Podium planting — 800mm depth



Landscape Design
Structure Diagrams

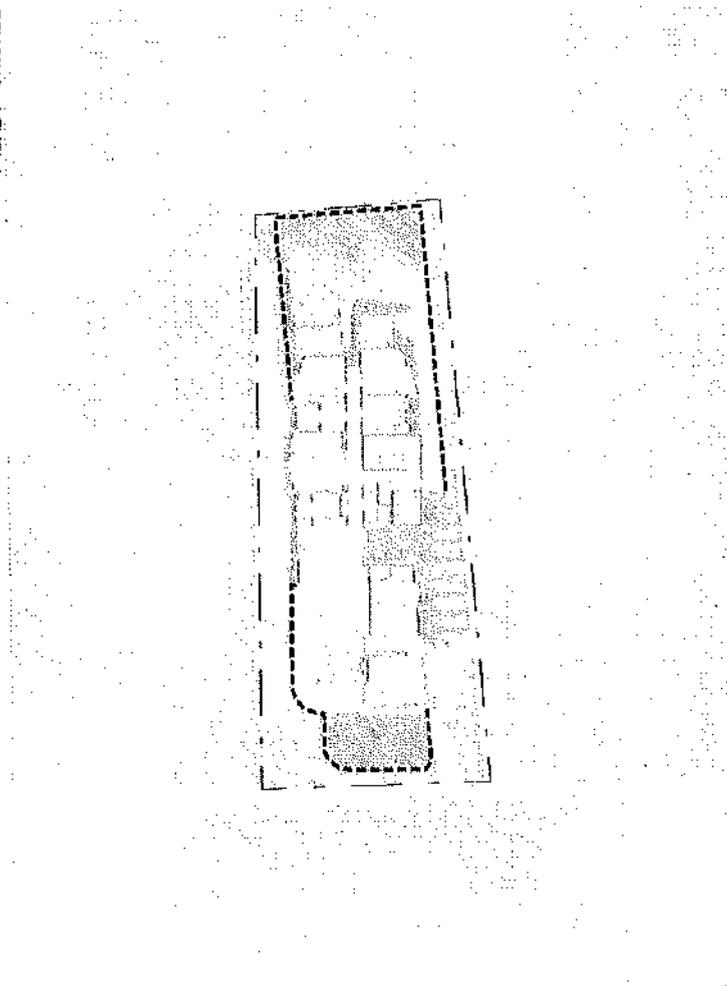
FENCING - GROUND FLOOR



Legend

- ■ ■ 800H Feature Balcony Fence
- 1800H Feature Balcony Fence
- ===== 1800H Timber Paling Fence

FENCING - LEVEL 1



Legend

- ■ ■ 1000H balcony glass balustrade



Landscape Design
Structure Diagrams

WALLS - LEVEL 1

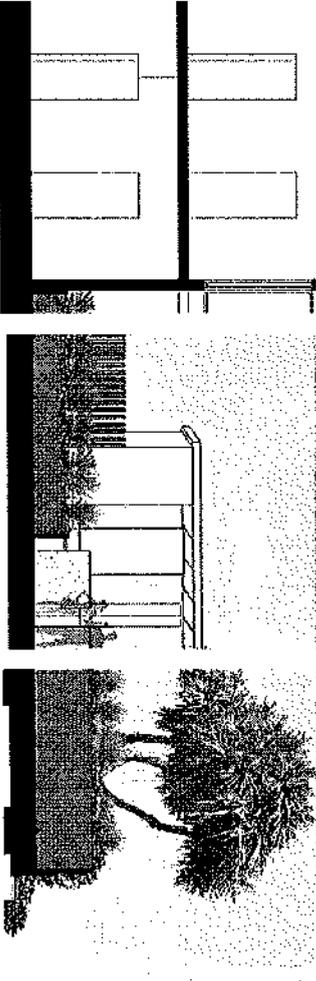


- Legend
- 500H Planter wall
 - 1100H Planter wall

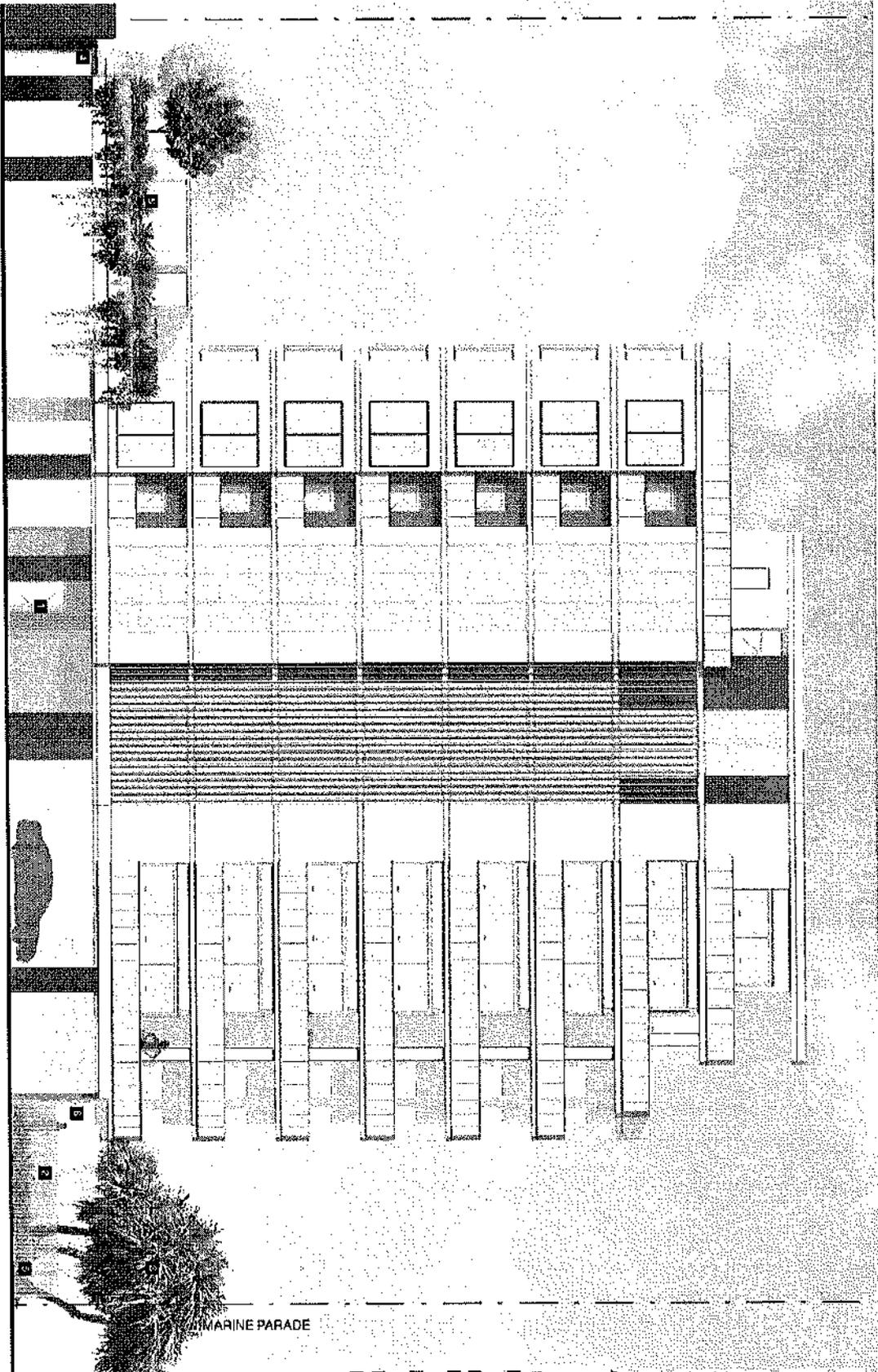


Part Four

Sections & Elevations

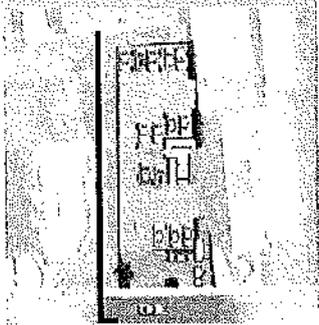


Sections and Elevations
4.1 Elevation South



MARINE PARADE

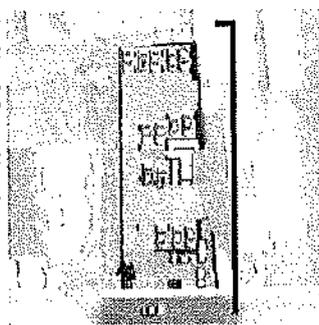
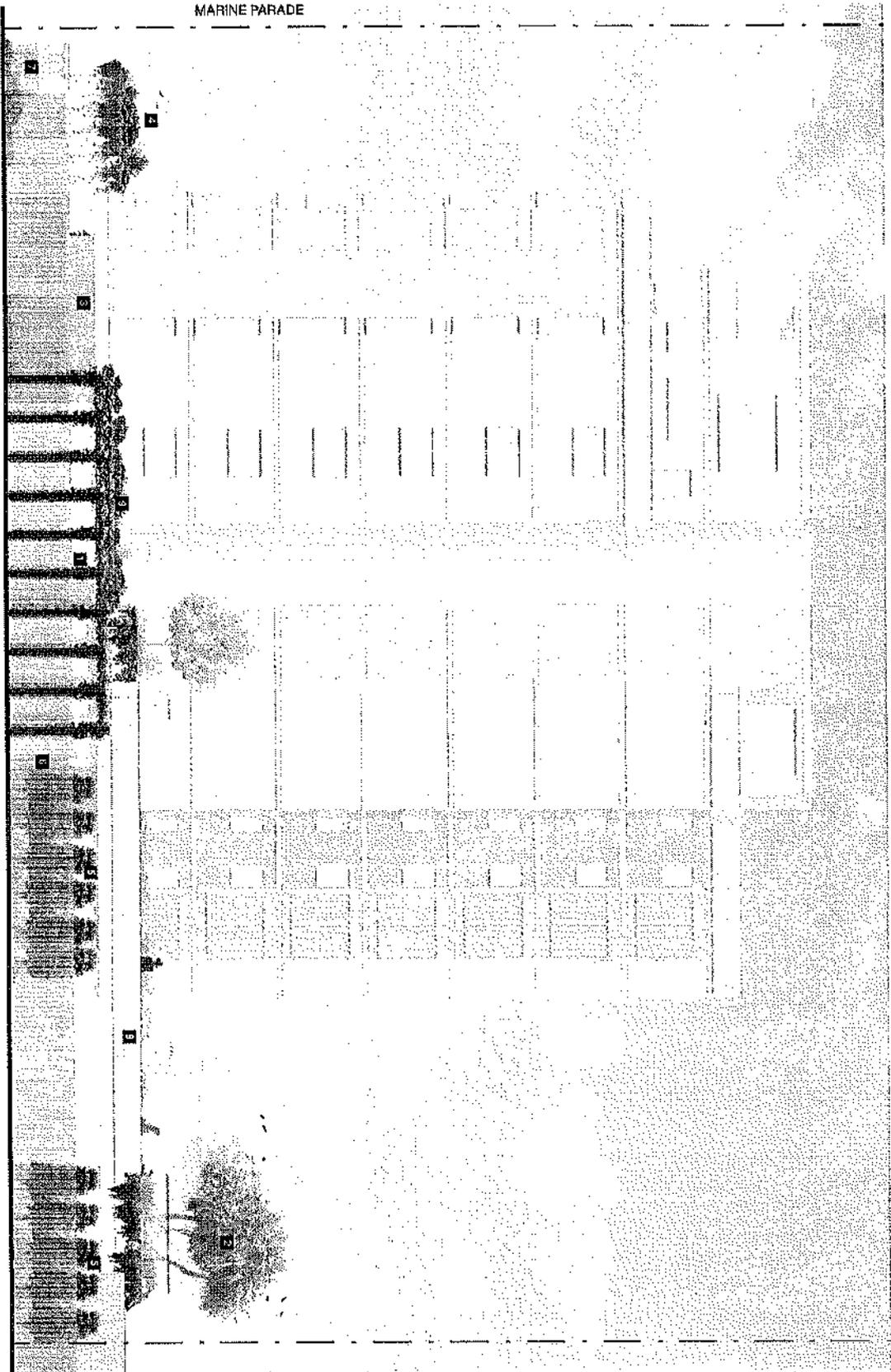
Key Plan | Ground Level



- Legend
- 1 1800H timber paling fence with creeping fig climber to internal side
 - 2 300H feature batten
 - 3 Feature *Pisonia pacificensis* at driveway entry
 - 4 Arbour with screening climbing planting
 - 5 Coastal planting
 - 6 Climbing fig to wall



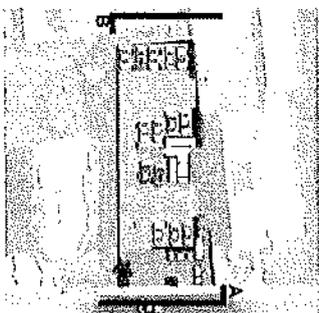
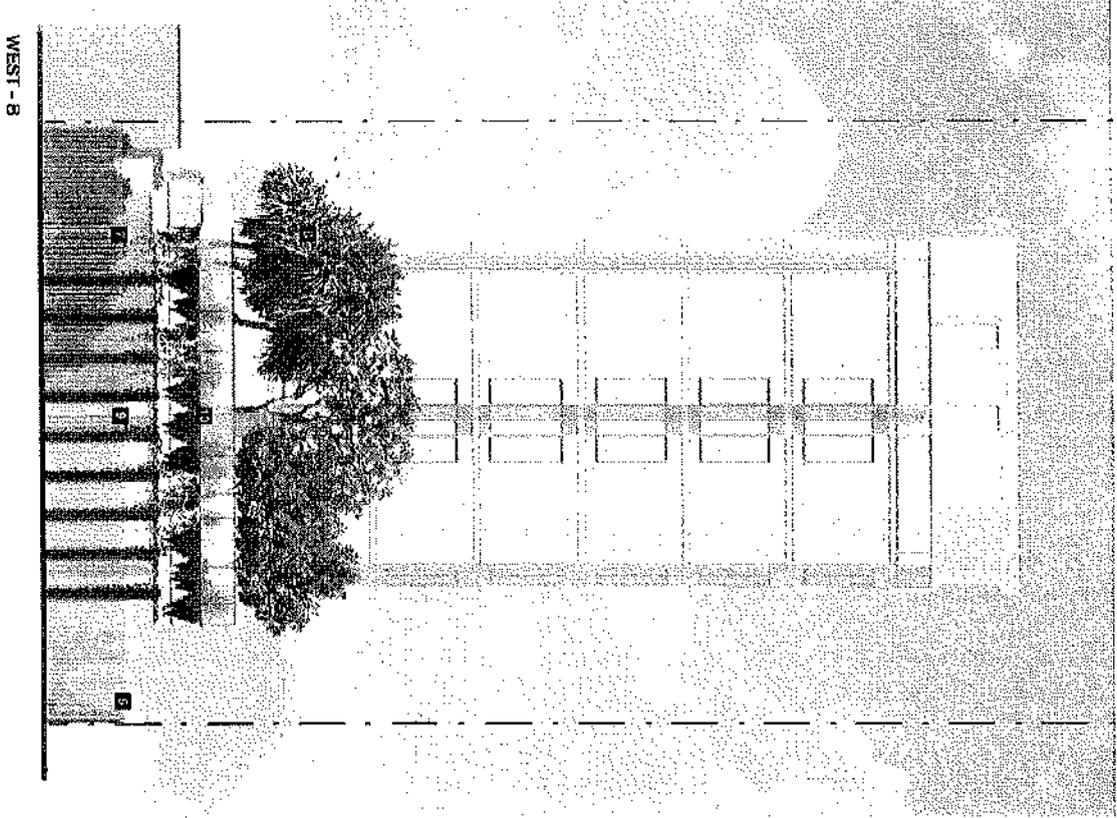
Sections and Elevations
4.2 Elevation North



- Legend**
- 1 Arbor with screening climbing planting
 - 2 Feature *Panicum polycnemoides* framing outdoor space
 - 3 Refuse room
 - 4 Cascading and low planting to allow for sight lines
 - 5 Screen planting
 - 6 1500H timber paling fence
 - 7 SCOH Feature Balcon
 - 8 Glass balustrade
 - 9 Cactus garden



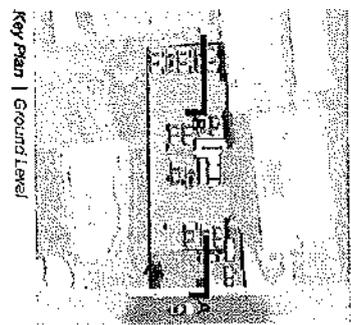
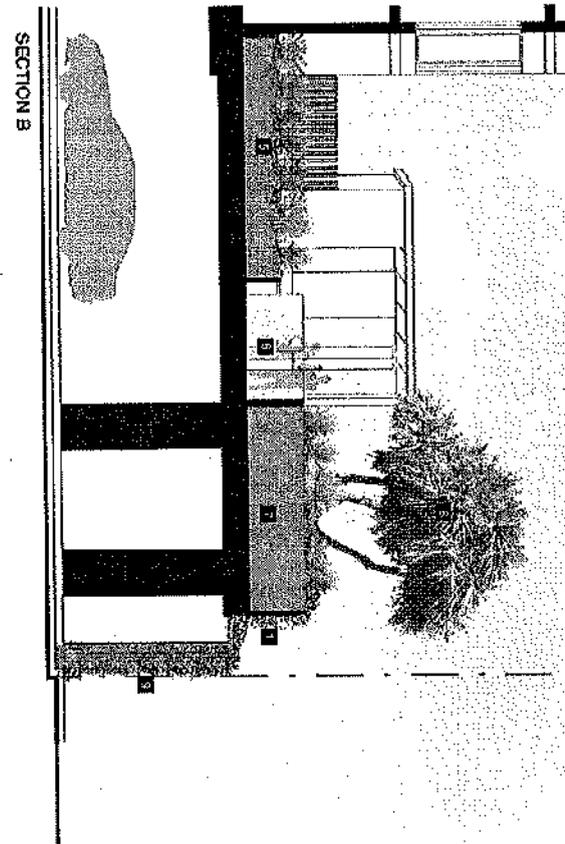
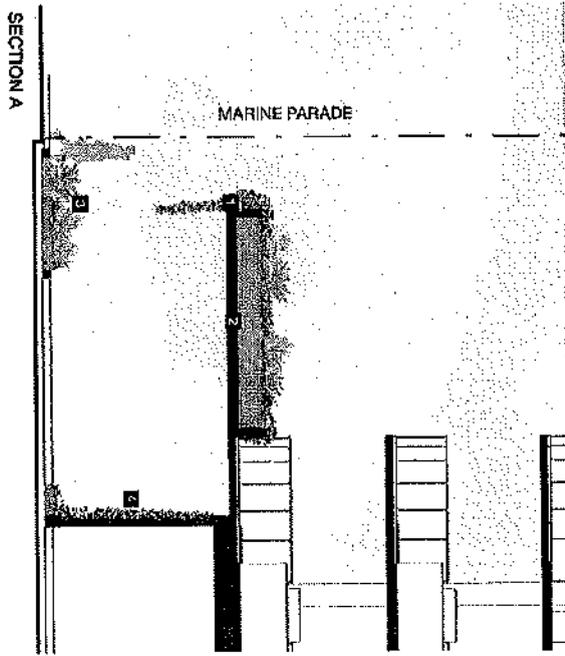
Sections and Elevations
4.3 Elevation East and West



- Legend**
- 1 Pedestrian entry path with Arbour
 - 2 Creeping fig to wall
 - 3 Feature *Panicum pedunculatum* at driveway entry
 - 4 Low planting for vehicle sight lines
 - 5 Cascading and low planting to allow for sight lines
 - 6 Creeping fig to timber fence
 - 7 1800H Timber paling fence with screen planting
 - 8 Feature *Panicum pedunculatum* framing outdoor space
 - 9 Arbour with screening climbing planting
 - 10 Coastal planting



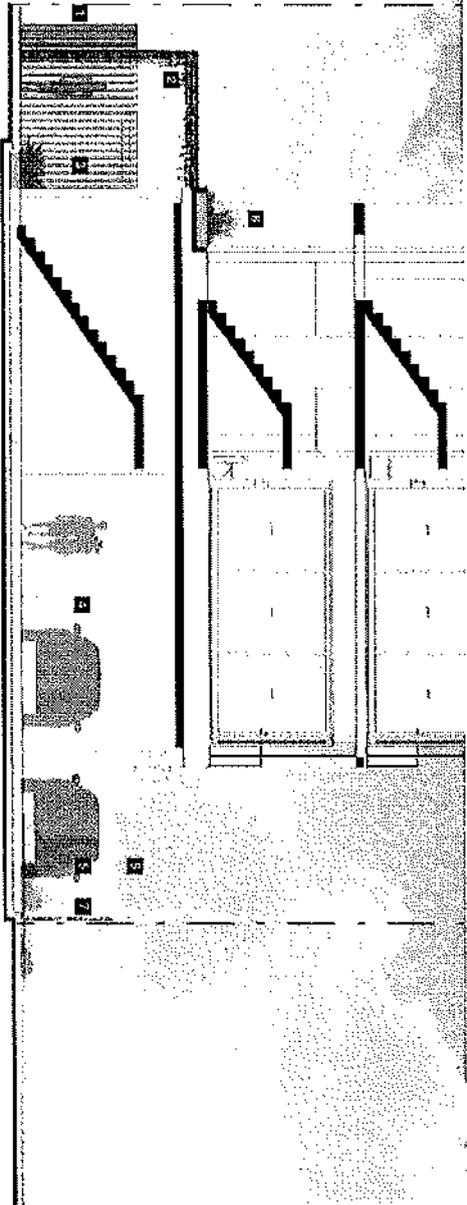
Sections and Elevations
4.4 Section 1



- Legend**
- 1 Cascading planting
 - 2 Low planting to allow for view sight lines
 - 3 Low planting to allow for vehicle sight lines
 - 4 Creeping fig to wall
 - 5 600mm Planters
 - 6 B&Q and Dining outdoor space
 - 7 1100mm planters
 - 8 Feature *Ficus peltata* framing outdoor space
 - 9 Arbor with screening climbing planting and timber paling fence

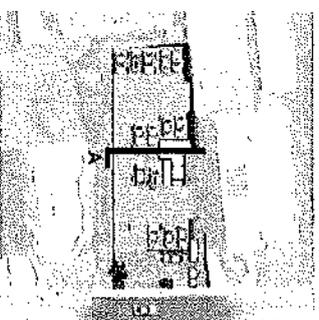


Sections and Elevations
4.5 Section 2



- Legend**
- 1 Timber paling fences
 - 2 Entry Adour with screen planting
 - 3 Coastal Planting
 - 4 Garage space
 - 5 Low planting to allow for vehicle sight lines
 - 6 Feature *Acacia's podocarpus* framing driveway
 - 7 Creepering fig to timber paling fence
 - 8 Cactus garden on concrete roof

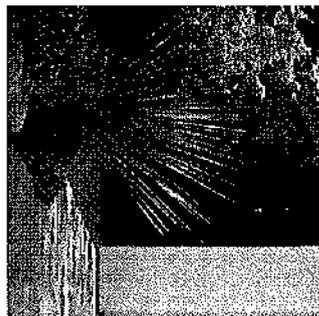
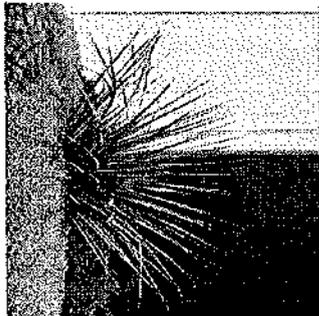
Key Plan | Ground Level



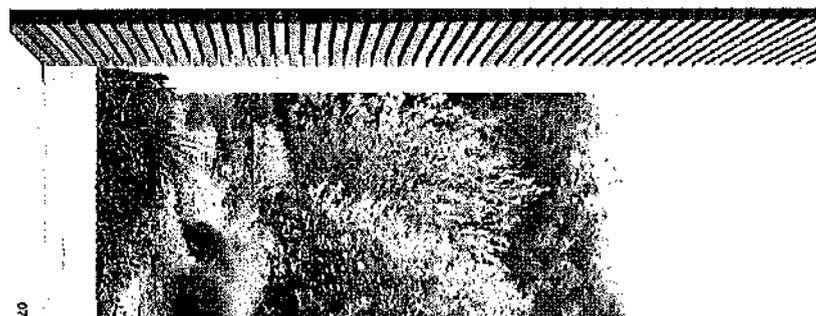
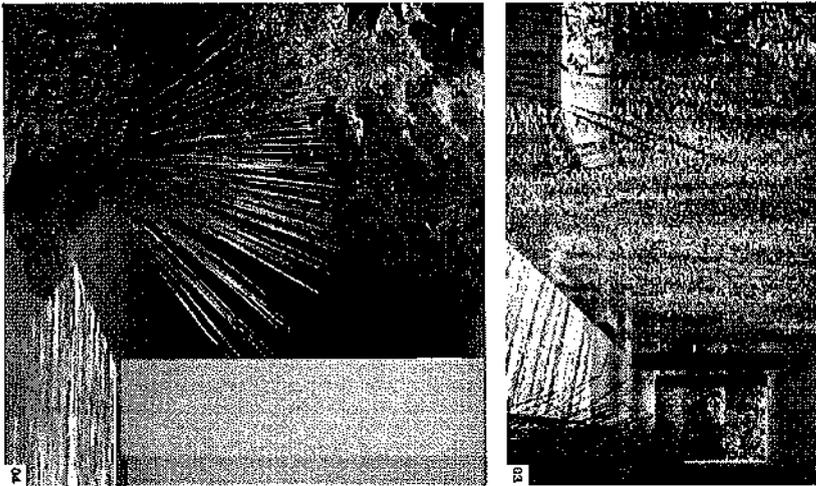
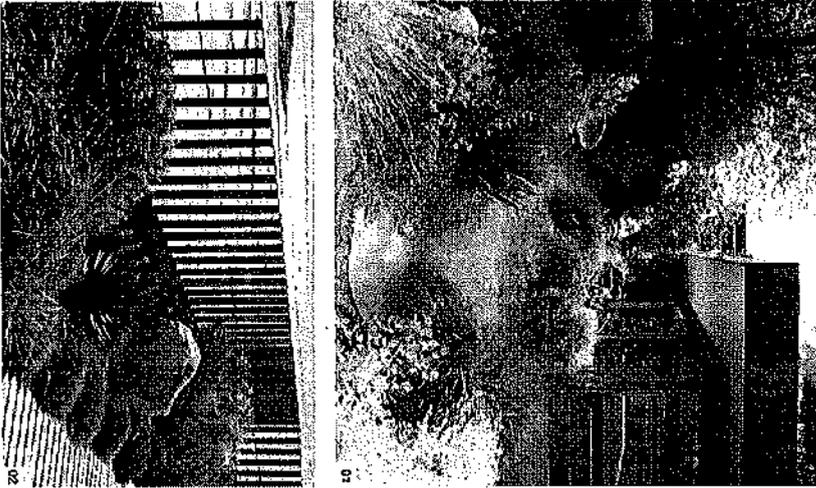
20 Sep 2021 09:03 210704

Part Five

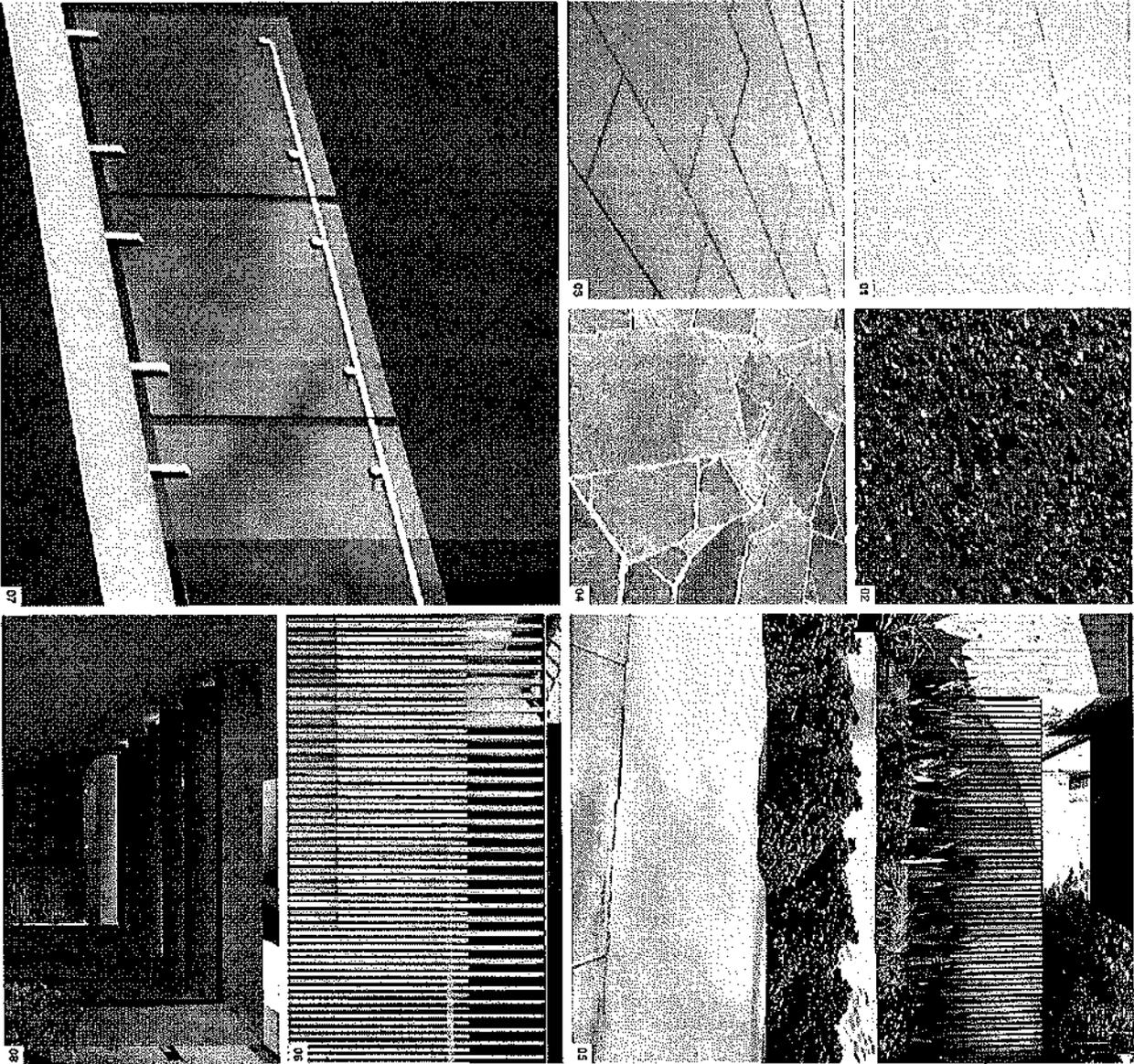
Design Details



Design Details
5.1 Character Images



Design Details
5.2 Materials and Finishes



SURFACE FINISHES

01	Paving Type 1	Plain concrete White
02	Paving Type 2	Exposed aggregate Dark grey
03	Paving Type 3	Outdoor floor tile Light grey
04	Paving Type 4	Crazy Paver Blue stone

WALLS

05	Wall Type 1	Planter wall Cast in situ concrete - white cement
----	-------------	--

FENCES

06	Fence Type 1	Timber Battens
07	Fence Type 2	Balcony fence Frameless glass
08	Arbour	Arbour canopy with climbing planting

Design Details
5.3 Planting Palette



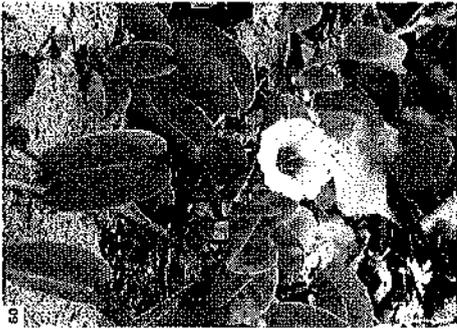
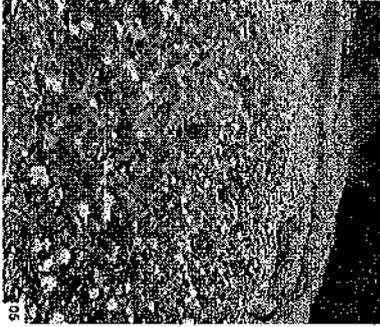
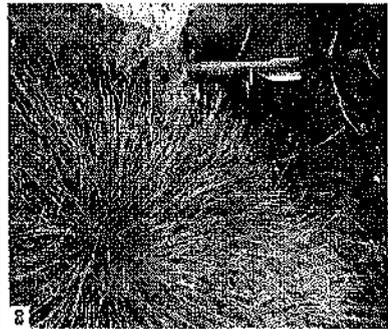
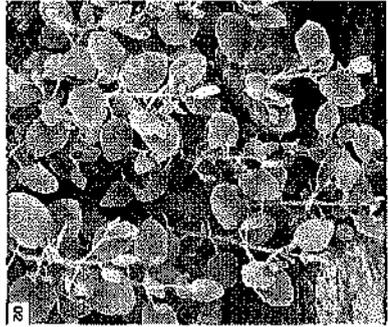
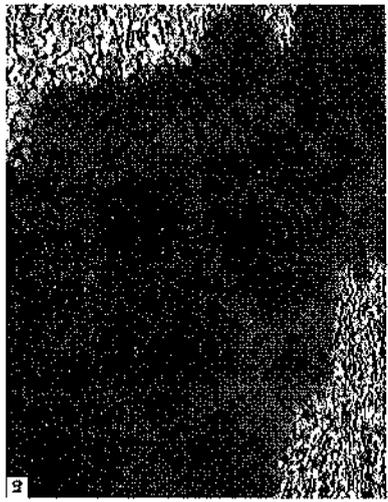
TREES

- 01 *Paracarpus pedunculatus* Screw pine
- 02 *Cupaniopsis anacardioides* Tuckeroo
- 03 *Blaeocarpus reticulatus* Blueberry Ash
- 04 *Draecena draco* Dragon Tree

SHRUBS

- 05 *Agave victoria-reginae* Queen Agave
- 06 *Carissa Desert Star* Desert Star
- 07 *Crassula ovata* Jade Plant
- 08 *Draecone marginata* Madagascar Dragon Tree
- 09 *Ficus microcarpa* 'Green Island' Green Island
- 10 *Pittosporum tobira* 'Miss Muffet' Miss Muffet Pittosporum
- 11 *Agave attenuata* Foxtail Agave
- 12 *Alcazaras exarosa* White Empress
- 13 *Syzygium australe* 'Himeraud Gold' Lilly Pilly
- 14 *Mestringia frutescens* Coastal Rosemary
- 15 *Zamia Furfuracea* Cardboard Palm

Design Details
Planting Palette



GROUNDCOVERS

- 01 *Casuarina glauca* 'Cousin It' Cousin It
- 02 *Kalanchoe bracteata* Silver Spoons
- 03 *Festuca glauca* Blue Fescue Grass
- 04 *Nyctagynon Pandolium* Creeping Boobialla
- 05 *Chrysopsisidium apiculatum* Yellow Burrows
- 06 *Zyssa tenuifolia* Korean Carpet Grass

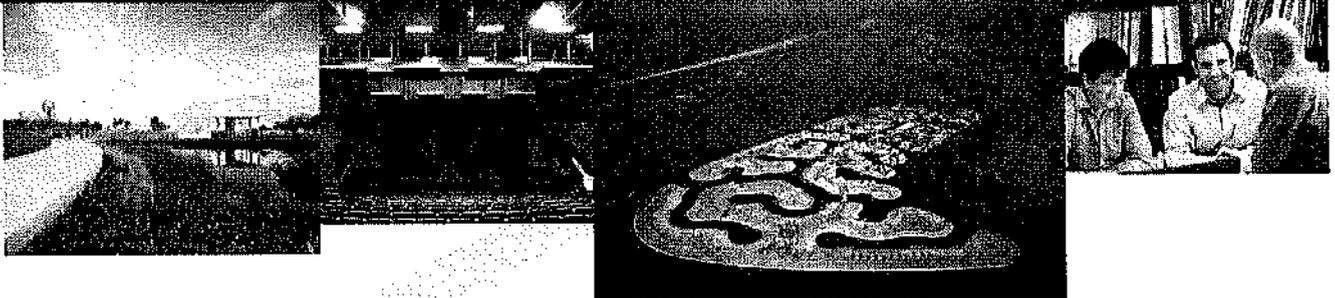
CLIMBERS

- 07 *Ficus pumila* Climbing Fig
- 08 *Ipomoea ho-statae* Cardinal Creeper
- 09 *Ipomoea pes-caprae* Beach Morning Glory

ATTACHMENT "D"
MAINTENANCE MANAGEMENT PLAN



The experience you deserve >



536, Marine Parade, Biggera Waters

SQID Maintenance Management Plan

Client: Caneherd Pty Ltd

Project No: BE210250

Document No: BE210250-RP-SMMP-02

April 2023

The experience you deserve 

Document Control Record

Prepared by:	Henry Piggott
Position:	Undergraduate Civil Engineer
Signed:	
Date:	04-04-2023

Approved by:	Rod Barry
Position:	Principal Engineer RPEQ
Signed:	
Date:	05-04-2023

Version No.	Description	Date	Prepared	Approved
00	Initial Issue	05-04-2023	HP	RKB
01	Amended Issue	04-05-2023	HP	RKB
02	Amended Issue	11-05-2023	HP	RKB

Recipients are responsible for eliminating all superseded documents in their possession

Coote Burchills Engineering Pty Ltd ACN: 166 942 365

**Level 2, 26 Marine Parade SOUTHPORT QLD 4215
PO Box 3766, Australia Fair SOUTHPORT QLD 4215**

Telephone: +61 7 5509 6400 Facsimile: +61 7 5509 6411 Email: admin@burchills.com.au

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Client: Caneherd Pty Ltd
Doc No.: BE210250-RP-SMMP-02
Doc Title: SQIDs Maintenance Management Plan

Page ii

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Executive Summary

Burchills Engineering Solutions was engaged by Caneherd Pty Ltd to prepare a SQIDs Maintenance Management Plan (SMMP) report detailing maintenance and management requirements for the approved stormwater treatment train detailed within the Concept Stormwater Quality Management Plan, Revision 01 prepared by Burchills Engineering Solutions (Document Ref: BE210250-RP-CSMP-01) dated 2nd September 2021.

This Stormwater Quality Improvement Device (SQID) Maintenance Management Plan is required to satisfy development conditions 6, 23 and 24 of the decision notice issued by Council in relation to the change application OTH/2021/41, which requires the preparation of a site specific SQID maintenance management plan for the maintenance of proprietary treatment devices.

Note that the stormwater management infrastructure to which this SMMP applies, constitutes private infrastructure which is to be managed by body corporate and /or legal authority.

This Maintenance Management Plan has been developed in accordance with the City of the Gold Coasts *Water Sensitive Urban Design Guidelines (2007)* with reference to the Water by Design document - *Maintaining Vegetated Stormwater Assets (Version 1 February 2012)* and proprietary device maintenance manuals.

This maintenance management plan outlines the installation management and maintenance requirements for the following stormwater quality treatment devices or equivalent devices:

- 3 x OceanGuard with 200 micron mesh bags (OG-200); and
- 4 x Tall (690mm) PSorb cartridge StormFilter system within the On Site Detention tank

This maintenance plan has been developed in accordance with Council's *Gold Coast City Plan (Version 8) Planning Scheme Policy 6.11: Land Development Guidelines (2018)* with reference to Water by Design Guidelines documents.

The management and maintenance of all proprietary devices is to be undertaken in accordance with material provided by the supplier and appended to this maintenance manual.



The experience you demand 

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- Appendix B – Conceptual Stormwater Quality Management Plan Drawings
- Appendix C – Ocean Protect StormFilter: Operations and Maintenance
- Appendix D – Ocean Protect OceanGuard: Operations and Maintenance
- Appendix E – Ocean Protect Proprietary Device Maintenance Agreement



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1. Introduction

Burchills Engineering Solutions was engaged by Caneherd Pty Ltd to prepare a SQIDs Maintenance Management Plan (SMMP) report detailing maintenance and management requirements for the approved stormwater treatment train detailed within the Concept Stormwater Quality Management Plan, Revision 01 prepared by Burchills Engineering Solutions (Document Ref: BE210250-RP-CSMP-01) dated 2nd September 2021.

This Stormwater Quality Improvement Device (SQID) Maintenance Management Plan is required to satisfy development conditions 21 and 22 of the negotiated decision notice issued by Council in relation to the change application OTH/2021/41, which requires the preparation of a site specific SQID maintenance management plan for the maintenance of proprietary treatment devices.

Conditions 6, 23 and 24 of the Decision Notice reads as follows:

6 Private infrastructure (specific condition)

- a. *Ownership, operation and maintenance of the following private infrastructure is to vest at all times with Body Corporate and /or legal authority:*
 - i. *Stormwater management devices and infrastructure monitored and managed in accordance with the site-specific stormwater quality improvement devices (SQID) maintenance management plan (MMP) as conditioned elsewhere in this decision notice.*
- b. *At any time the Council's corresponding infrastructure network is altered, the private infrastructure must be altered to be commensurate with Council's network, at no cost to Council.*

23 Maintenance of stormwater proprietary treatment devices (specific condition)

- a. *A site-specific stormwater quality improvement devices (SQID) maintenance management plan (MMP) must be prepared by a suitably qualified professional consistent with the maintenance requirements of the devices in the proposed treatment train. The MMP must be submitted to Council for approval prior to the commencement of the use. The approved MMP must be included in the Body Corporate by-laws or Community Management Plan. The MMP must address the following:*
 - i. *The MMP must include all associated costs related to the device (e.g., installation, inspection and replacement/maintenance, certifications, reporting, health and safety plans, training, area of land required to install the device etc.).*
 - ii. *The MMP must include the lifecycle cost of the proposed treatment devices.*
- b. *In case of failure to achieve the designed pollutant load reduction target during the operational phase of the development, the owner/body corporate must be responsible to replace the proprietary device (e.g. filter cartridges) with an appropriate treatment system in*



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accordance with Council's WSUD guidelines (SC6.11 City Plan Policy - Land development guidelines, Section 4.5.4) at no cost to Council.

24 Monitoring or endorsement of the proprietary treatment devices (specific condition)

- a. The owner or the legal entity of the development must carry out monitoring the performance of the proprietary stormwater treatment devices as adopted in the approved stormwater management plan for two years at no cost to Council. The monitoring results must demonstrate achievement of water quality objectives of the City Plan. An annual report of the monitoring and subsequent results must be prepared by a suitably qualified professional (RPEQ or equivalent) specialised in stormwater and must be submitted to Council.
- b. Alternatively, a certification or endorsement letter from Stormwater Australia confirming similar or better performance of the adopted proprietary device must be submitted to Council by 30 June 2022. The performance must be based on field testing results undertaken in accordance with the Stormwater Quality Improvement Device Evaluation Protocol (SQIDEP) prepared by Stormwater Australia.
- c. Where either of the above documents are not submitted, the adopted device must be replaced with an alternative stormwater treatment system acceptable to Council within three months from 30 June 2022, at no cost to Council.

Note that the stormwater management infrastructure to which this SMMP applies, constitutes private infrastructure which is to be managed by body corporate and /or legal authority.

This Maintenance Management Plan has been developed in accordance with the City of the Gold Coasts *Water Sensitive Urban Design Guidelines (2007)* with reference to the Water by Design document - *Maintaining Vegetated Stormwater Assets (Version 1 February 2012)* and proprietary device installation and maintenance manuals.

The management and maintenance of all Ocean Protect proprietary devices is to be undertaken in accordance with material provided by the supplier and appended to this maintenance manual.

1.1 Scope

This report details the following

1. Maintenance and Monitoring Program of stormwater treatment devices (Ocean Protect PSorb Cartridge StormFilter System and Ocean Protect OceanGuard) including:
 - List of responsible persons;
 - Inspection requirements and procedures; and
 - Maintenance requirements and procedures.

1.2 Maintenance and Monitoring Period

Stormwater assets detailed within the approved Concept Stormwater Quality Management Plan prepared by Burchills Engineering Solutions constitute private stormwater treatment devices. As such, the ongoing management and maintenance of all identified stormwater treatment devices (for



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2. Ocean Protect StormFilter & OceanGuard Construction and Installation

2.1 Site Installation

2.1.1 Installation of Ocean Protect OceanGuard GPT & StormFilter System

Ocean Protect OceanGuard GPT and the StormFilter cartridge system prescribed by the Conceptual Stormwater Management Plan dated 2nd September 2021 prepared by Burchills Engineering Solutions are to be installed in accordance with Ocean Protect device Installation manuals.

For further details regarding the staging of the approved development, please refer to the stamped approved plans



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3. Adaptive Management and Water Quality Testing

This Maintenance Plan and associated schedules are considered to be sufficient for the ongoing maintenance of the water quality treatment and detention structures for the life of the approved development. However, these stormwater treatment devices form part of a dynamic system that incorporates changing weather conditions, catchment characteristics and pollutant loads. As such, there needs to be a degree of flexibility in the management of these systems to promote an adaptive response to unforeseen circumstances and to take preventive measures if problems arise.

All SQID monitoring and maintenance activities undertaken over the subject site are to be done so in accordance with the provisions of this Maintenance Management Plan and detailed in the attached manufacturers manuals. Monitoring during the operational phase will be undertaken to determine the impact of activities on the receiving waters. Surface water quality monitoring is to be undertaken at discharge points from the Ocean Protect devices.

Water quality monitoring will be completed following rainfall events of 25mm or greater in any 24hour period and on a monthly basis for a minimum of 3 months once components of the treatment train have been installed and deemed as operational:

Monitoring sites:	Outlet of treatment devices
Parameters:	TSS, Total-N and Total-P.
Frequency:	Monthly and following single rain events in excess of 25 mm per day until the site is fully stabilised.
Monitoring Procedures:	Sampling by the proponent in accordance with procedures set out in the Department of Environment and Heritage Protection (DEHP) Monitoring and Sampling Manual 2009. Alternatively, calibrated probes may be used.
Reporting:	Annual reports to be compiled for a period of 2 years.

The following indicators are used to identify if the objectives of the Stormwater Management Plan are being met:

- Visible evidence of deterioration of baseline water quality of downstream watercourses that is directly attributable to the site;
- Pollutant concentrations that exceed the water quality objectives (TSS 90th Percentile all other analytes 80th percentile);
- Visible significant erosion; and/or
- Failure of control measures.

The triggering of an investigation indicator will require the following remedial actions:

- Locate source of water quality deterioration;
- Prevent continuing deterioration with temporary controls;



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- Repair existing controls, construct additional controls or modify procedures to prevent future deterioration in water quality; and
- During the operational phase of the development, if there is a significant deterioration in water quality, the management plan and strategies will be reviewed.

This MMP should act as a guide to the timing of maintenance and inspections; management will determine the frequency based on site specific experience and knowledge. All maintenance records shall be kept on file.



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4. Ocean Protect Inspection Maintenance Management Plan

The proposed SQID's require regular inspection and maintenance to ensure the system is functioning properly.

The inspection and maintenance of the Ocean Protect OceanGuard and PSorb StormFilter Cartridge System devices shall be undertaken by Ocean Protect or by a suitably qualified liquid waste contractor.

4.1 Inspection Requirements

Maintenance of the SQID's is required to ensure the units are functioning properly. The maintenance requirements are determined through the inspections and maintenance history.

Maintenance of the OceanGuard and StormFilter Cartridge System can be completed by the liquid waste contractor during the same site visit, saving on mobilisation costs. Body corporate should confirm the cost with the liquid waste contractor prior to engaging the contractor to undertake maintenance works.

The OceanGuard can be maintained from the surface although worker entry may be required to clear debris that may be preventing the satisfactory operation of the structure.

StormFilter Cartridge System maintenance will be completed through a combination of surface procedures and procedures requiring workers to enter into the structure.

Procedures requiring worker access into the structure will require the liquid waste contractor to be trained and certified in confined space entry procedures. The property owner / site manager should confirm that the liquid waste contractor is fully accredited in confined space entry prior to engagement. It shall be the responsibility of the contractor to provide the site manager with a report detailing the performance of each of the Ocean Protect proprietary devices.

The maintenance frequencies have been summarised from OceanGuard and StormFilter Operations and Maintenance manuals attached in Appendix D & E.

4.2 Inspection Procedure

The OceanGuard and StormFilter Cartridge System inspection procedures recommended by Ocean Protect are attached in the Operations and Maintenance documents attached as Appendix C & D.

The contractor responsible for the inspections should review information provided within this Maintenance Management Plan and Operations and Maintenance documents provided by the manufacturer of proprietary devices prior to undertaking inspection of the SQID's. Changes may be made to the Plan and the inspection procedures should be reviewed to identify any improvements which may be made.



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4.3 Maintenance Requirements

Maintenance of the SQID's is required to ensure the units are functioning properly. The maintenance requirements are determined through the inspections and maintenance history.

Maintenance of the OceanGuard and StormFilter Cartridge System can be completed by the liquid waste contractor during the same site visit, saving on mobilisation costs. Although it is acceptable for an experienced maintenance contractor to complete maintenance procedures on the devices, replacement of the storm filter cartridges or the filter media in the Stormfilter cartridges must be carried out only by Ocean Protect or a certified subsidiary of Ocean Protect, to ensure adequate operation of the devices.

Replacement of the StormFilter cartridge media within The PSorb cartridge StormFilter system will occur when the cartridge media is exhausted or every two years, whatever event occurs first.

The OceanGuard can be maintained from the surface although worker entry may be required to clear debris that may be preventing the satisfactory operation of the structure.

StormFilter Cartridge System maintenance will be completed through a combination of surface procedures and procedures requiring workers to enter into the structure.

Procedures requiring worker access into the structure will require the liquid waste contractor to be trained and certified in confined space entry procedures. The property owner / site manager should confirm that the liquid waste contractor is fully accredited in confined space entry prior to engagement. It shall be the responsibility of the contractor to provide the site manager with a report detailing the performance of each of the Ocean Protect proprietary devices.

The maintenance frequencies have been summarised from OceanGuard and StormFilter Operations and Maintenance manuals attached in Appendix C & D.

4.4 Maintenance Procedure

The OceanGuard and StormFilter System maintenance procedures recommended by Ocean Protect are contained within the *OceanGuard and StormFilter Operations and Maintenance Guides* attached as Appendix C & D of this document.

Procedures requiring worker access into structures will be required to be undertaken by liquid waste contractors trained and certified in confined space entry procedures. The Property Manager should confirm the liquid waste contractor holds the necessary confined space entry accreditation prior to engagement.

The contractor responsible for the inspection should review the information contained within this Maintenance Management Plan prior to undertaking maintenance of SQID's. Changes may be made to procedures detailed within the MMP following review should any operational improvements be identified.

4.5 Lifecycle Costs



The experience 

An estimate of the total lifecycle cost associated with the ongoing maintenance of the Ocean Protect proprietary devices has been developed based off information provided by Ocean Protect for the development. The lifecycle cost has been completed for a period of 50 years. Table 4.1 below details the approximate lifecycle costs associated with the Ocean Protect devices.

Table 4.1 Ocean Protect Lifecycle Costs

Preliminary Install	Associated Cost
<ul style="list-style-type: none"> 3 x OceanGuard with 200 micron mesh bags (OG-200) 4 x Tall (690mm) PSorb cartridge StormFilter system within the On Site Detention tank 	\$2,000+ (GST)
Maintenance Term + Replacement Factors	Associated Cost
1 Year	\$1,762+ (GST)
10 years	\$17,620 + (GST)

It should be noted that for detention systems, the price provided by Ocean Protect includes the supply of cartridges, fit-out of underdrain manifold and casting of a false floor within the on-site detention tank. The fee does not include the supply and installation of the detention tank, covers, ladders, internal fittings and internal divider walls (if required).

For further details regarding the Inclusions / exclusions accounted for in the supplied maintenance costs, please refer to correspondence provided by Ocean Protect contained within Appendix E of this report. These costs are calculated based on costs at the time of preparing this report and do not allow for inflation over the lifetime.

5. MMP Contact List

This Maintenance Management Plan (MMP) should be reviewed and updated regularly if improvements have been identified.

The contact details provided in Table 5.1 should be contacted if there are any queries or discrepancies regarding the implementation of this MMP.

For technical queries regarding the installation and maintenance of Ocean Protect devices or for the replacement of cartridges or filters, please contact the Ocean Protect office.

Table 5.1 Responsibilities and Timing

Name	Organisation	Role	Contact
TBC	Caneherd Pty Ltd	TBC	TBC
TBC	TBC	Project Manager	TBC
Peter Worth	Ocean Protect	Northern Region Manager	0409 754 172
TBC	Ocean Protect	Ocean Protect Office (General Enquiries)	1300 354 722



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<i>TBC</i>	<i>TBC</i>	Liquid Waste Contractor	<i>TBC</i>
<i>Rod Barry</i>	Burchill Engineering Solutions	Stormwater Consulting Engineer	07 5509 6400



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6. References

1. City of the Gold Coast (2018). *Gold Coast City Plan (Version 8)*. City of the Gold Coast Council, Gold Coast.
2. Department of Environment and Heritage Protection (2009), *Monitoring and Sampling Manual 2009 (Version 2)*. State of Queensland, Brisbane.
3. Department of Environment and Science (2018). *Monitoring and Sampling Manual: Environmental Protection (Water) Policy*. Brisbane. Department of Environment and Science.
4. Ocean Protect 2019. OceanGuard™ Operation and Maintenance Manual
5. Ocean Protect 2019. StormFilter Operations and Maintenance Manual.
6. Water by Design (2010). *Construction and Establishment Guidelines: Swales, Bioretention Systems and Wetlands (Version 1.1)*. Healthy Waterways Ltd, Brisbane.
7. Water by Design (2012). *Maintaining Vegetated Stormwater Assets (Version 1)*. Healthy Waterways Ltd, Brisbane.
8. Water by Design (2012). *Rectifying Vegetated Stormwater Assets (DRAFT)*. Healthy Waterways Ltd, Brisbane.

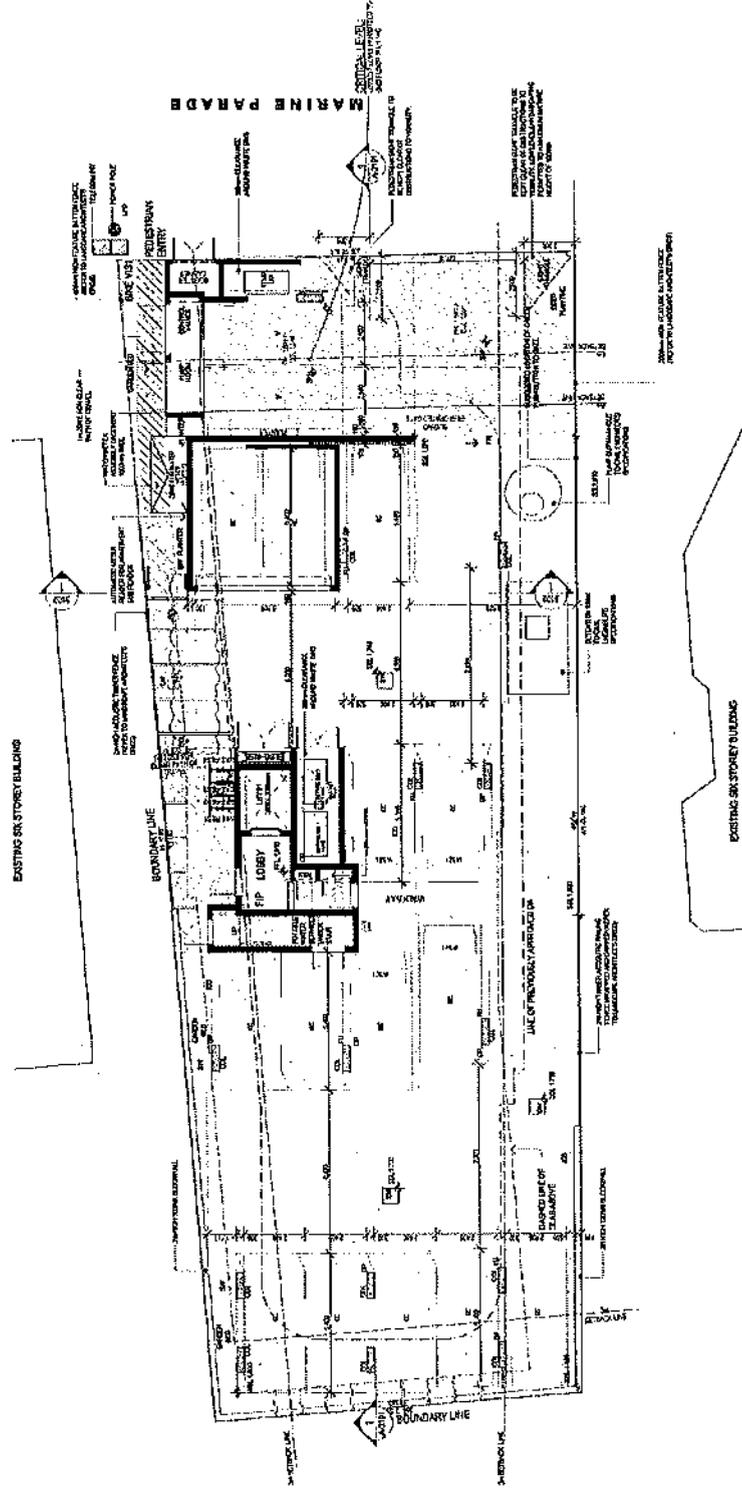


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Appendix A – Civil Design Drawings



PLANS and DOCUMENTS referred to, in the
GENERALLY IN ACCORDANCE
DETERMINATION
 Application No: **GIC/2022/066**
 Dated: **13 July 2022**
 Development shall comply with the conditions
 of approval detailed in the Decision Notice and
 Council's Planning Scheme, Local Laws and
 Planning Policies.



1 FLOOR PLAN - GROUND FLOOR
 SCALE 1:100 @ A1
 SCALE 1:200 @ A3

COTTEEPARKER

COLLEGE COURT
 7, 817, 809, 830
 COTTREEPARKER COURT
 100, 101, 102
 COTTREEPARKER COURT



1 2 3 4 5 6 7 8 9 10

DATE: 13 JULY 2022

PROJECT: 13119143

CLIENT: GIC/2022/066

SCALE: 1:100 @ A1

SCALE: 1:200 @ A3

DATE: 13 JULY 2022

PROJECT: 13119143

CLIENT: GIC/2022/066

SCALE: 1:100 @ A1
 SCALE: 1:200 @ A3
 DATE: 13 JULY 2022
 PROJECT: 13119143
 CLIENT: GIC/2022/066

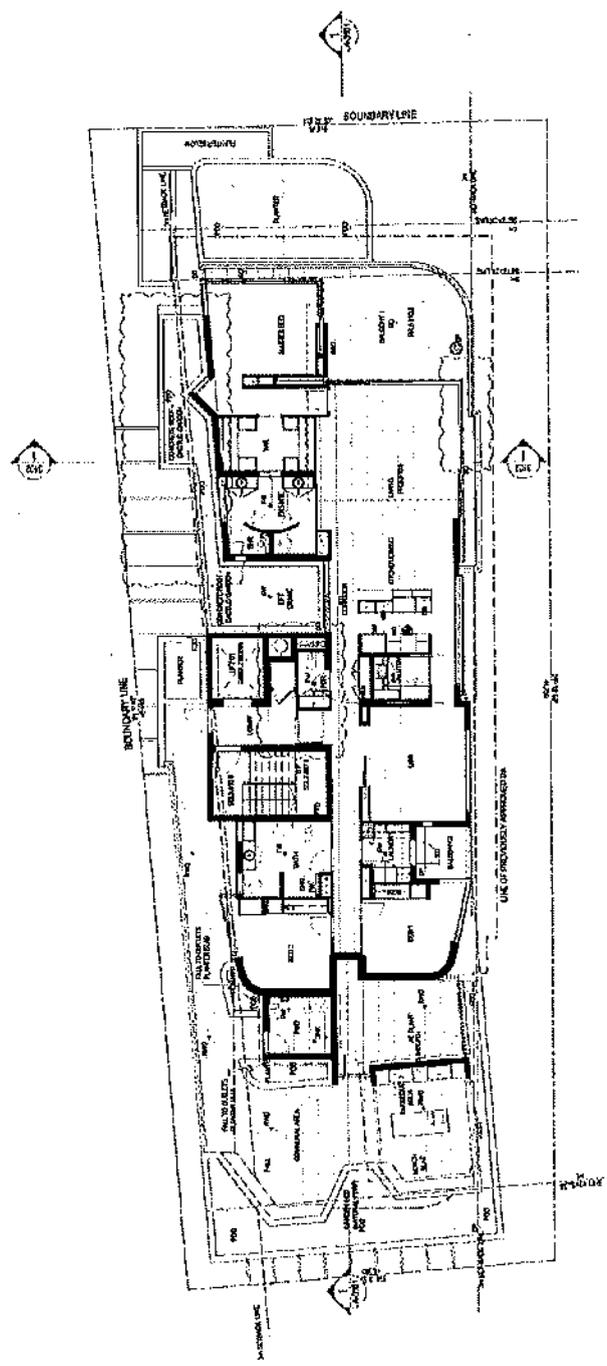
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 536 MARINE PARADE, BROAD BEACH, SOUTH COAST
 CLIENT: GIC/2022/066
FLOOR PLAN - GROUND FLOOR
 DATE: 13 JULY 2022
 DRAWN BY: DA
 CHECKED BY: A-001

PLANS and DOCUMENTS referred to in the GENERALLY IN ACCORDANCE DETERMINATION

Application No: GIC2022/66

Dated: 13 July 2022

Development shall comply with the conditions of approval detailed in the Decision Notice and Council's Planning Scheme, Local Laws and Planning Policies.



FLOOR PLAN - LEVEL 01
SCALE 1:100 @ A1
SCALE 1:200 @ A0

COTTEEPARKER

CONSULTANTS
T 61 7 491 0200
E info@cotteeparker.com.au
www.cotteeparker.com.au



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SCALE 1:100 @ A1
SCALE 1:200 @ A0

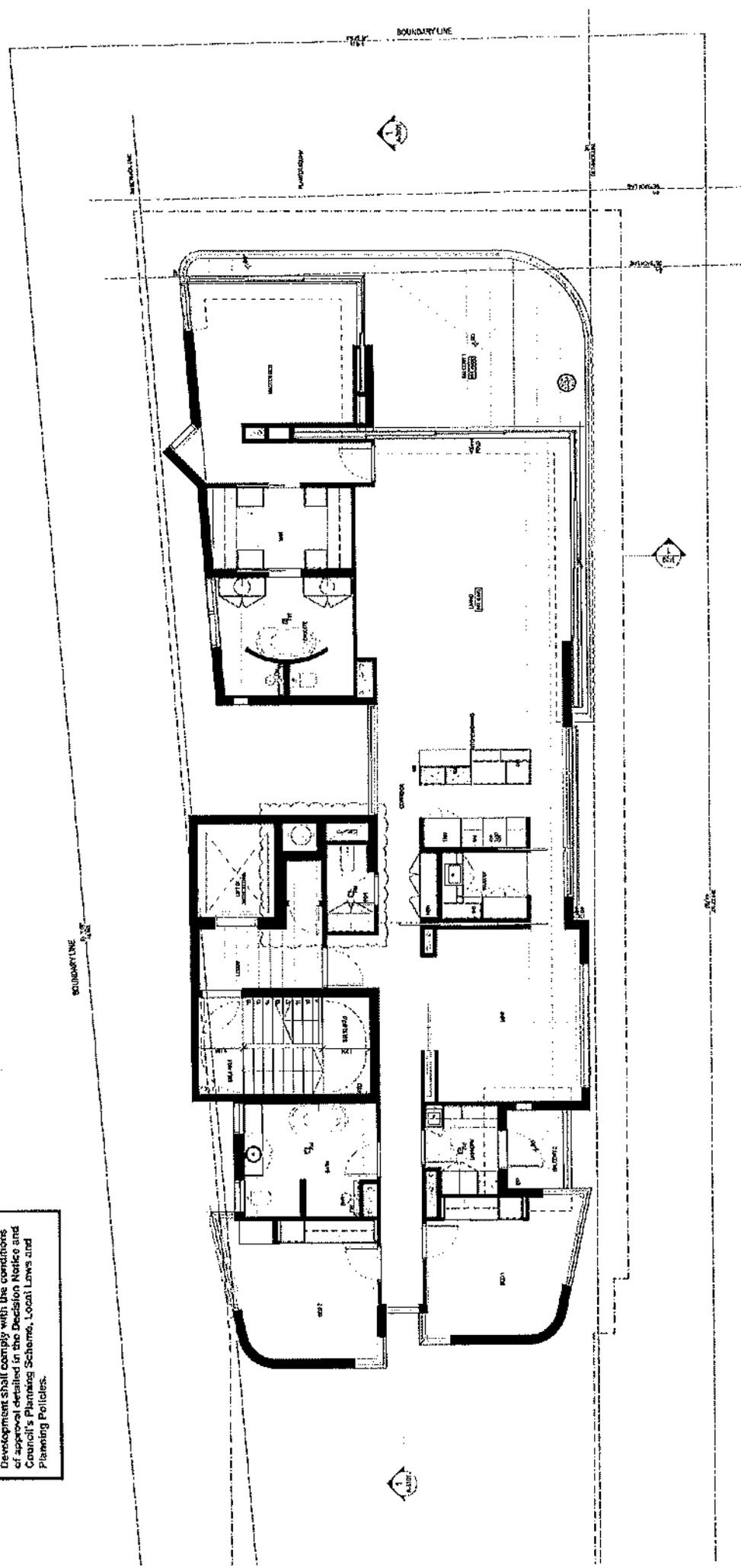
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536 MARINE PARADE, ESCORVA WATERS, ESCORVA
CITY OF PORT PHOENIX
PROJECT NO: 13139133
FLOOR PLAN - LEVEL 01
DATE: 13 JULY 2022
DRAWN BY: DA
CHECKED BY: DA
SCALE: AS SHOWN

PLANS and DOCUMENTS referred to in the GENERALLY IN ACCORDANCE DETERMINATION

Application No. **GIC022/66**

Dated: **13 July 2022**

Development shall comply with the conditions of approval detailed in the Decision Notice and Council's Planning Scheme, Local Laws and Planning Policies.



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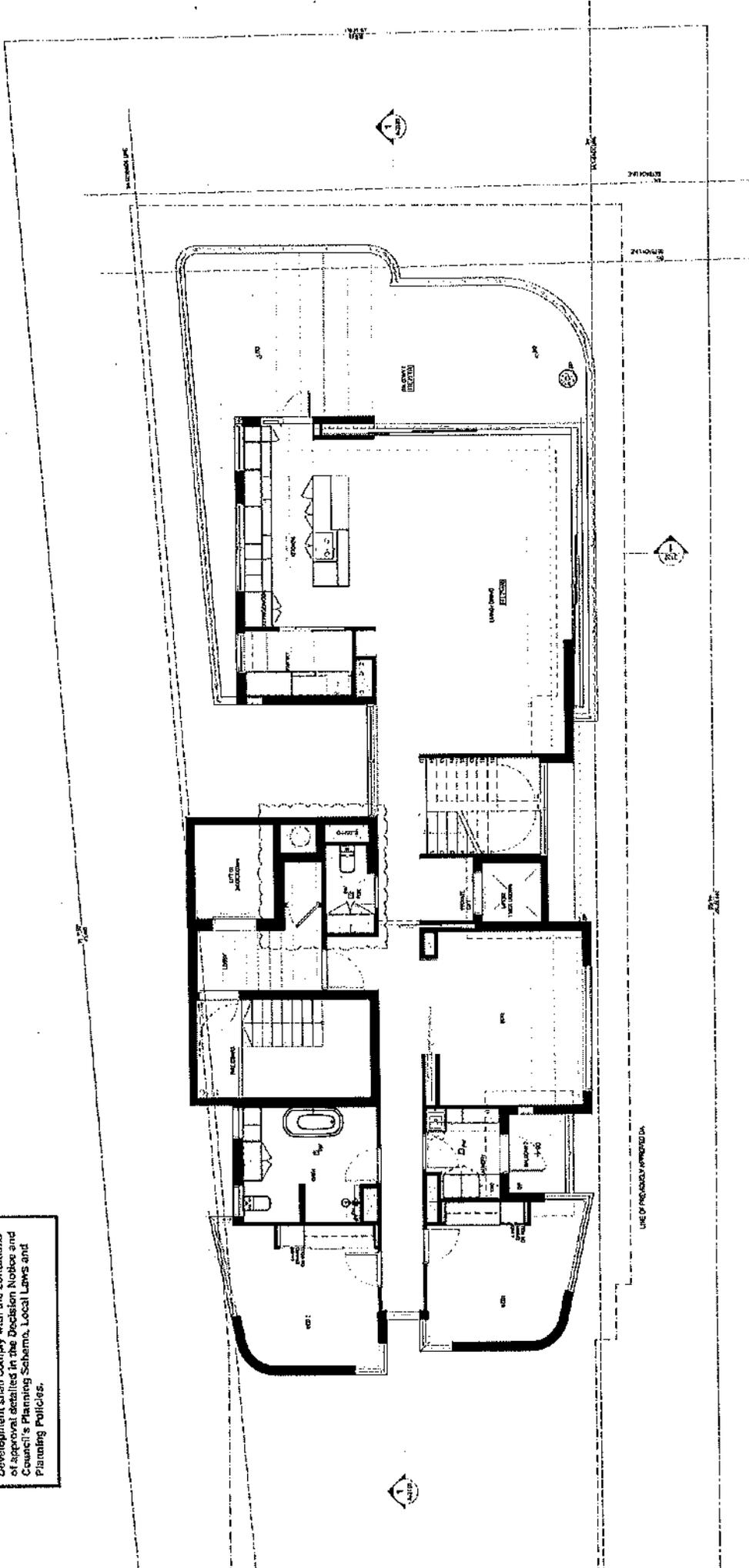
S36 MARINE PARADE
 S36 MARINE PARADE, BIRCHMOUNT, SOUTHPORT
 CLIENT: SHERPA PROJECTS
 DRAWING NO: **FLOOR PLAN - LEVEL 02 - LEVEL 06 (TYPICAL)**
 DATE: **13 JULY 2022**
 DRAWN BY: **AS/010**
 CHECKED BY: **6885**

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 4000 ANNE STREET, SUITE 10/11
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 13 JULY 2022

Sherpa
 PROJECTS
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 4000 ANNE STREET, SUITE 10/11
 4000 ANNE STREET, SUITE 10/11

PLANS and DOCUMENTS referred to in the
**GENERALLY IN ACCORDANCE
 DETERMINATION**
 Application No. **6162022266**
 Dated: **13 July 2022**
 Development shall comply with the conditions
 of approval detailed in the Decision Notice and
 Council's Planning Scheme, Local Laws and
 Planning Policies.



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COTTEPARKER Φ

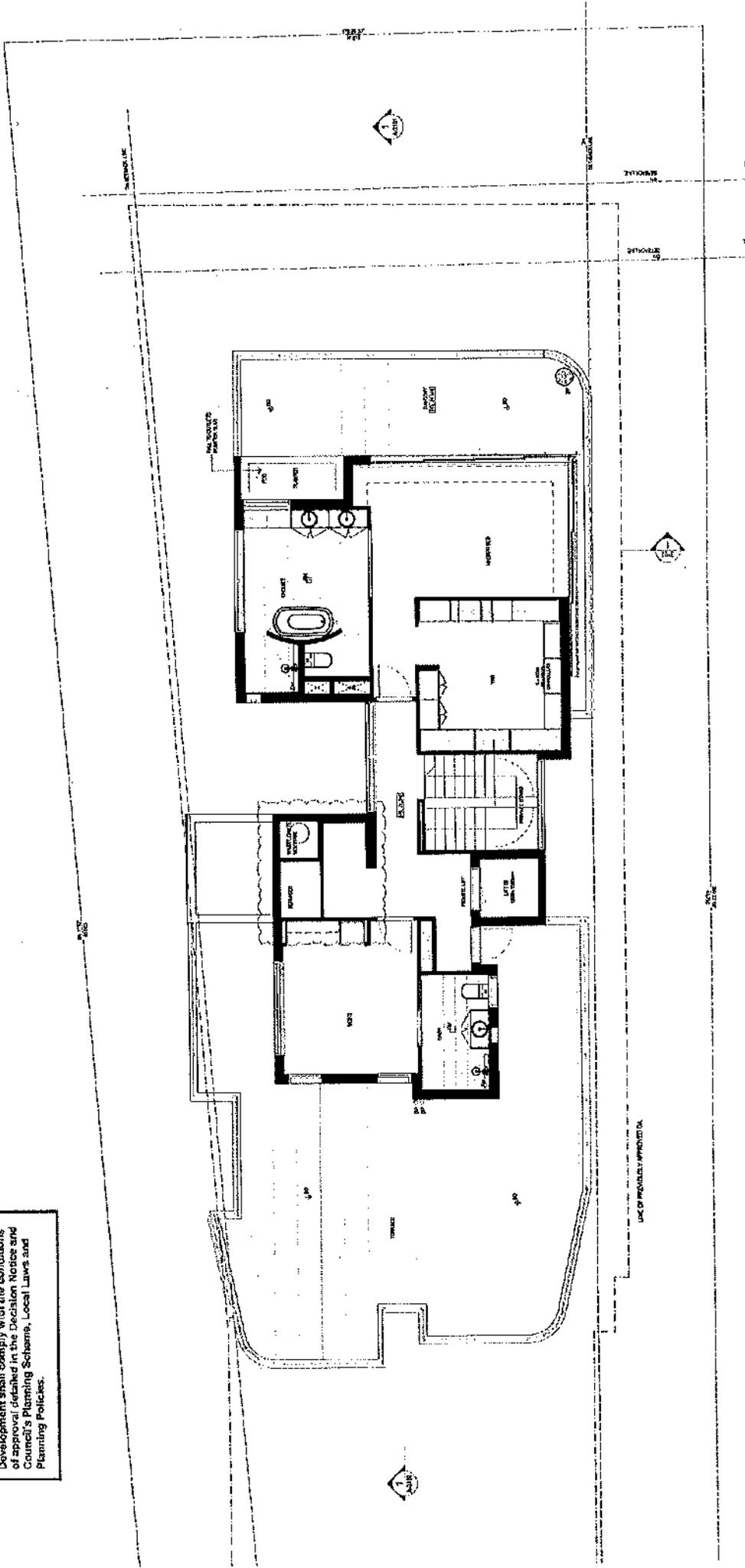
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 P O BOX 500
 100 WILSON ST
 COTTESBOROUGH SA
 5114



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 536 MARINE PARADE, BIRKENHEAD, SOUTHPORT
 CLIENT: J PONT FRANCES
 DRAWN BY: DA
 CHECKED BY: DA
 DATE: 13 JULY 2022
FLOOR PLAN - LEVEL 07
 DRAWING NO: 6162022266
 PROJECT NO: A2004
 SHEET NO: 6162022266

PLANS and DOCUMENTS referred to in the
 GENERALLY IN ACCORDANCE
 DETERMINATION
 Application No. C16/2022/068
 Dated: 13 July 2022
 Development shall comply with the conditions
 of approval detailed in the Decision Notice and
 Council's Planning Scheme, Local Laws and
 Planning Policies.



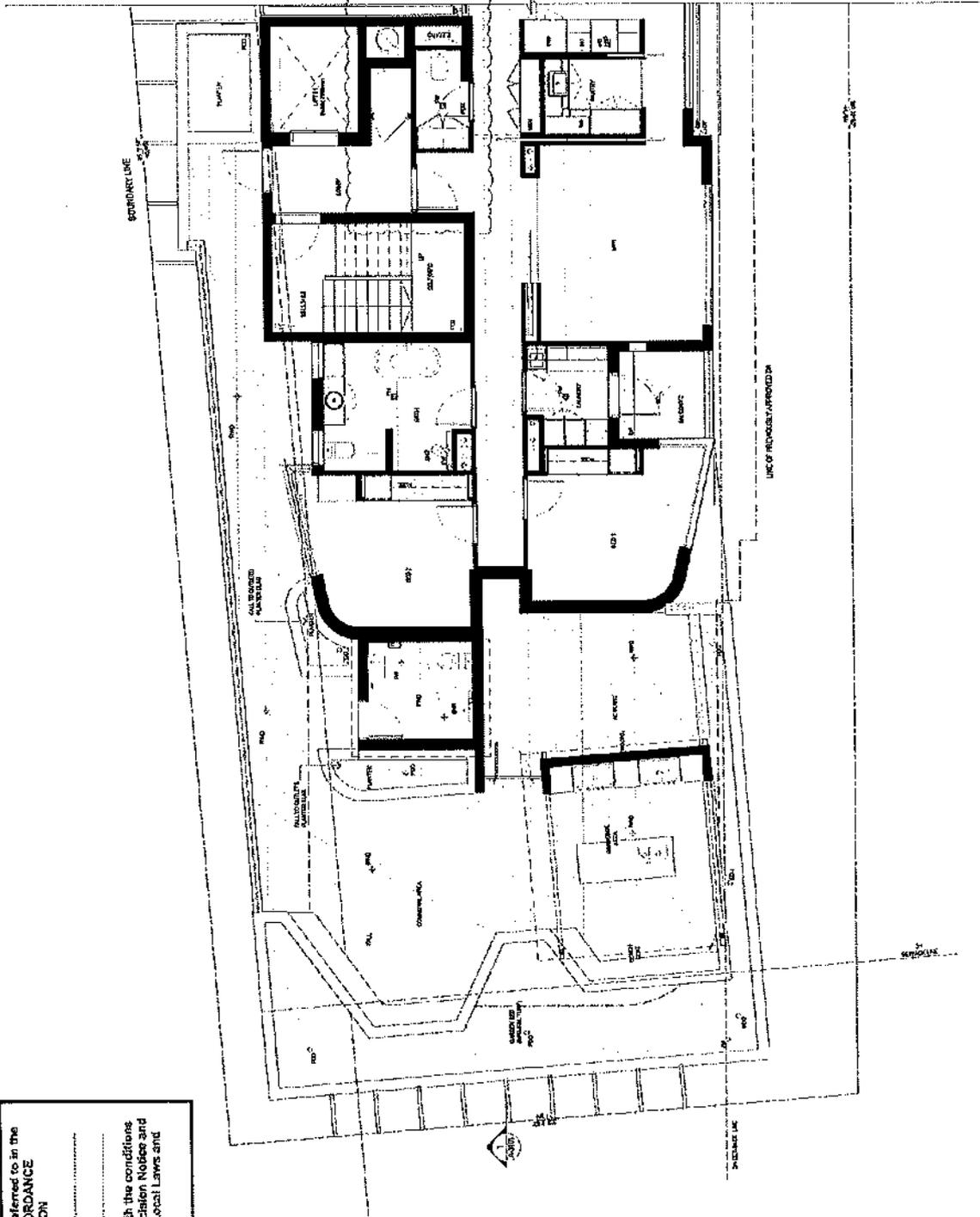
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 SCALE 1/20 @ A1
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586 MARINE PARADE
 586 MARINE PARADE, ROSEBAY WATERS, SPRINGWOOD
 CLIENT: S P HIGHT PROJECTS
 DRAWING NO:
 FLOOR PLAN - LEVEL 08
 DATE: 13 JULY 2022
 DRAWN BY:
 CHECKED BY:
 6883 A-0105 E



COTTEPARKER
 GOLD COAST
 T: 07 559 3200
 100 TOWN SQUARE
 COTTESBOROUGH QLD 4225
 DA

PLANS AND DOCUMENTS referred to in the
GENERALLY IN ACCORDANCE
DETERMINATION
 Application No. GIC/2022/66
 Dated: 13 July 2022
 Development shall comply with the conditions
 of approval detailed in the Decision Notice and
 Council's Planning Scheme, Local Laws and
 Planning Policies.



REFER DWG 2013 FOR EAST DETAILS

1 2012 PLAN DETAIL LEVEL 01
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CUTTEPARKER Φ

GOLD COAST
 1-117 28th JUNE
 4th FLOOR
 CUTTEPARKER.COM.AU



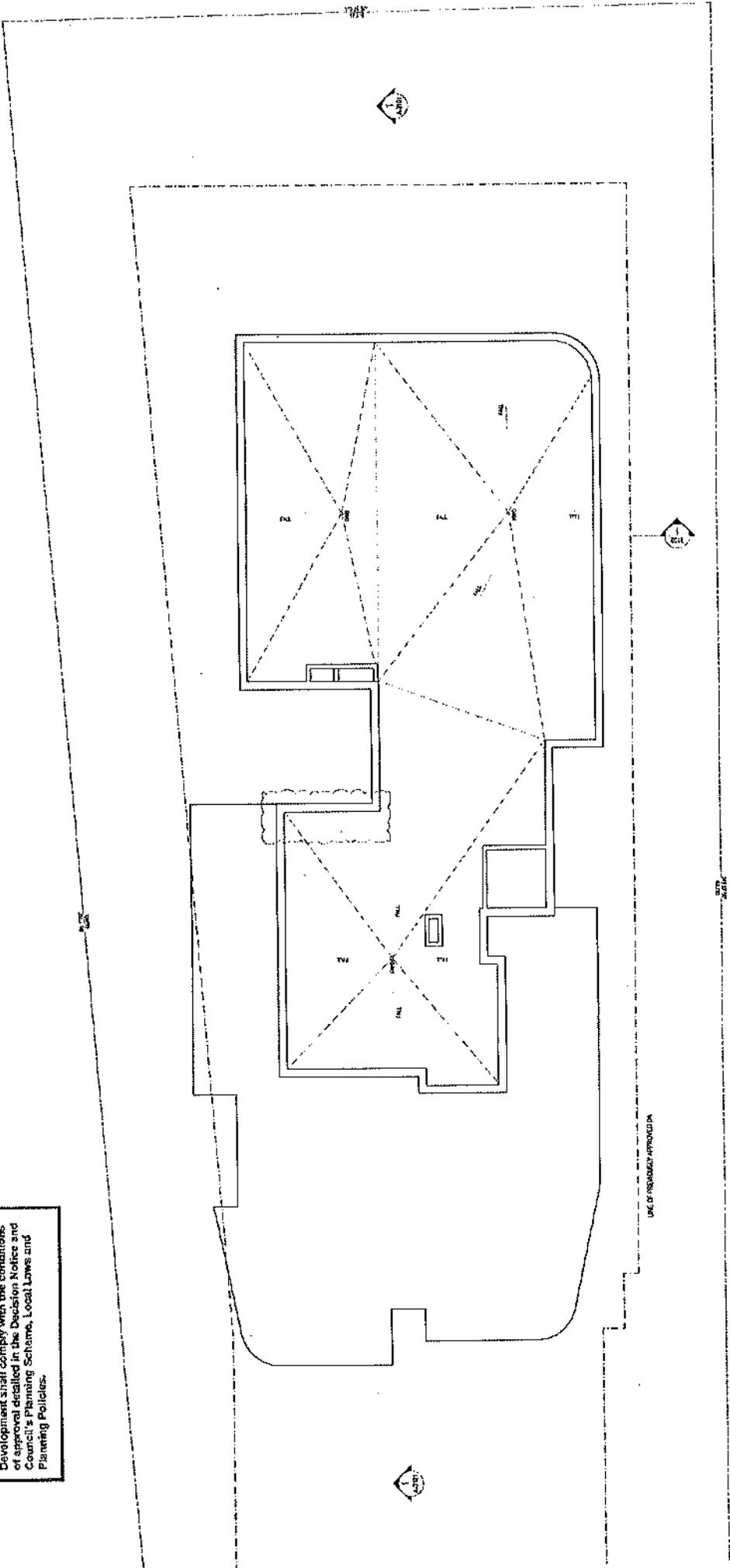
Project: 2022/06/01 - 2022/06/01 - 2022/06/01 - 2022/06/01

536 MARINE PARADE
 20 MARINE PARADE, BUDAHA WOODS, GOLD COAST
 CLIENT: JAMES PEARCE
 PROJECT: 536 MARINE PARADE
 FLOOR PLAN - PLAN DETAIL (WEST) LEVEL 01
 DATE: 13 JULY 2022
 DRAWN BY: DA
 CHECKED BY: A-3012
 SCALE: 1:50 @ A1, 1:100 @ A3

PLANS and DOCUMENTS referred to in the
 GENERALLY IN ACCORDANCE
 DETERMINATION

Application No. SIC2222/15
 Dated: 13 July 2022

Development shall comply with the conditions
 of approval detailed in the Decision Notice and
 Council's Planning Scheme, Local Laws and
 Planning Policies.



USE OF PROPOSED APPROACH

1 FLOOR PLAN - ROOF
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 SCALE 1:200 @ A3

COTTEEPARKER Φ

GOLD COAST
 T 07 548 3300
 1/100 WILSON STREET, GOLD COAST QLD 4214
 COTTDEE@COTTEEPARKER.COM.AU



536 MARINE PARADE
 536 MARINE PARADE, GOLD COAST, QUEENSLAND
 CLIENT - J. PEARCE PROJECTS
 DRAWING NO. 1000
 DATE 06/07/22
 DRAWN BY 6983
 CHECKED BY DA
 ACTION 0

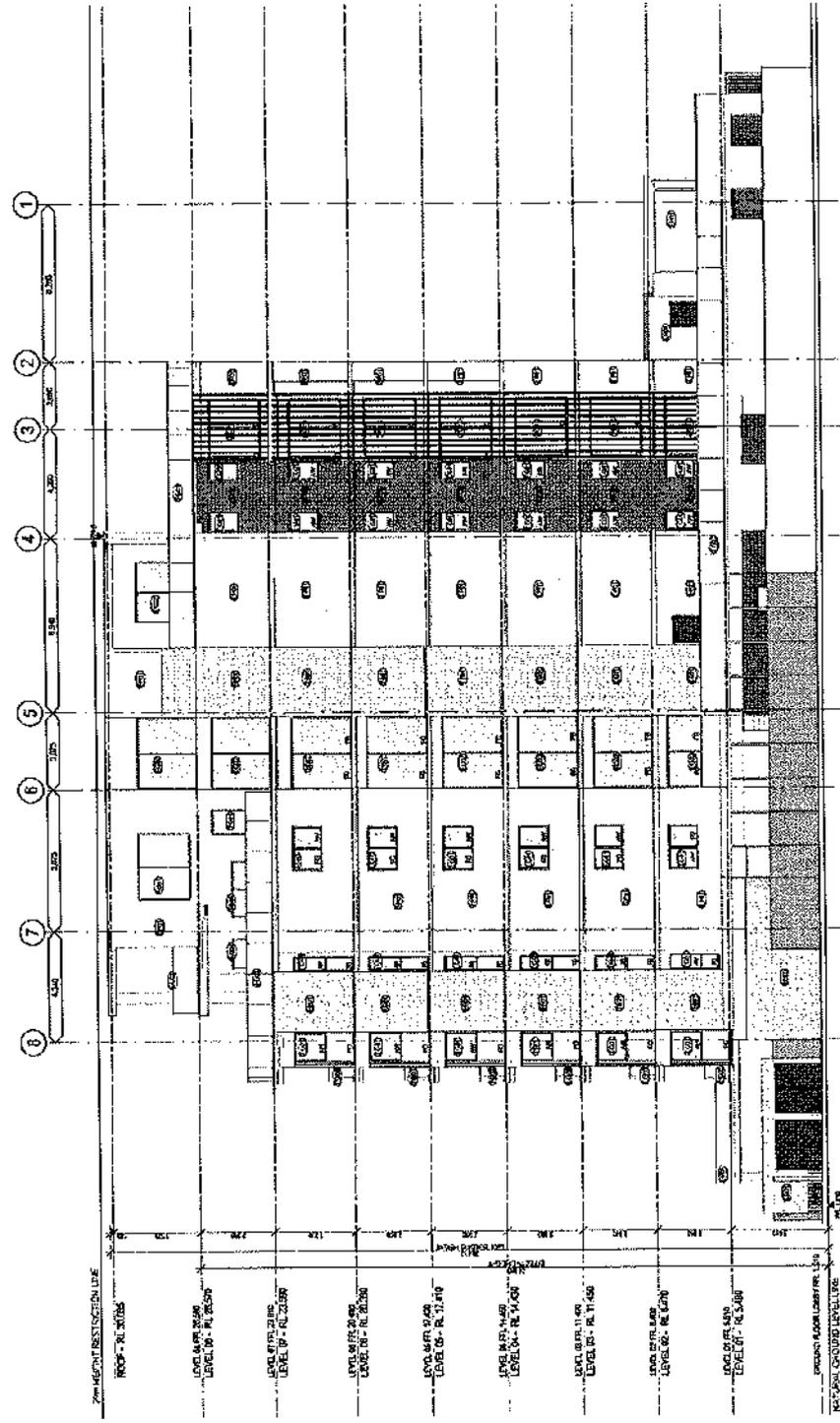
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FINISHES LEGEND

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MATERIALS & COLOURS	FINISHES / BALUSTRADES:
EP01 - APPLIED FINISH 1 - EXTERNAL RENDER / PAINT DULUX WHITE	WINDOW / SLIDING DOOR GLAZING - LIGHT TINTED COLOURED GLASS
EB01 - BRICK TILE (WHITE)	BALUSTRADE GLAZING - CLEAR GLASS, METAL CAP - SPRIGOTS
AF02 - APPLIED FINISH 2 - DULUX MALAY GREY	POWDERCOATED ALUMINIUM SCREEN & FENCE
	WINDOW / SLIDING DOOR FRAME - ALUMINIUM POWDER COATED DURATEC SILVER
	OBSCURED GLASS



PLANS and DOCUMENTS referred to in the
GENERAL IN ACCORDANCE
DETERMINATION

Application No. GIC2022/06
Dated: 13 July 2022

Development shall comply with the conditions
of approval detailed in the Decision Notice and
Council's Planning Scheme, Local Laws and
Planning Policies.

NORTH ELEVATION
SCALE 1:100 @ A1
SCALE 1:50 @ A2

536 MARINE PARADE
SHEPPARD MARINE PARADE, SHEPPARD
CITY, 3 SHEPPARD
NORTH ELEVATION
DATE: 13 JULY 2022
DRAWN: A-3001
F

GOTTEPARKER
CONSULTANTS
T: 01753 52622
www.gotteparker.com
COTTENDEN ROAD
COTTENDEN, ESSEX



FINISHES LEGEND

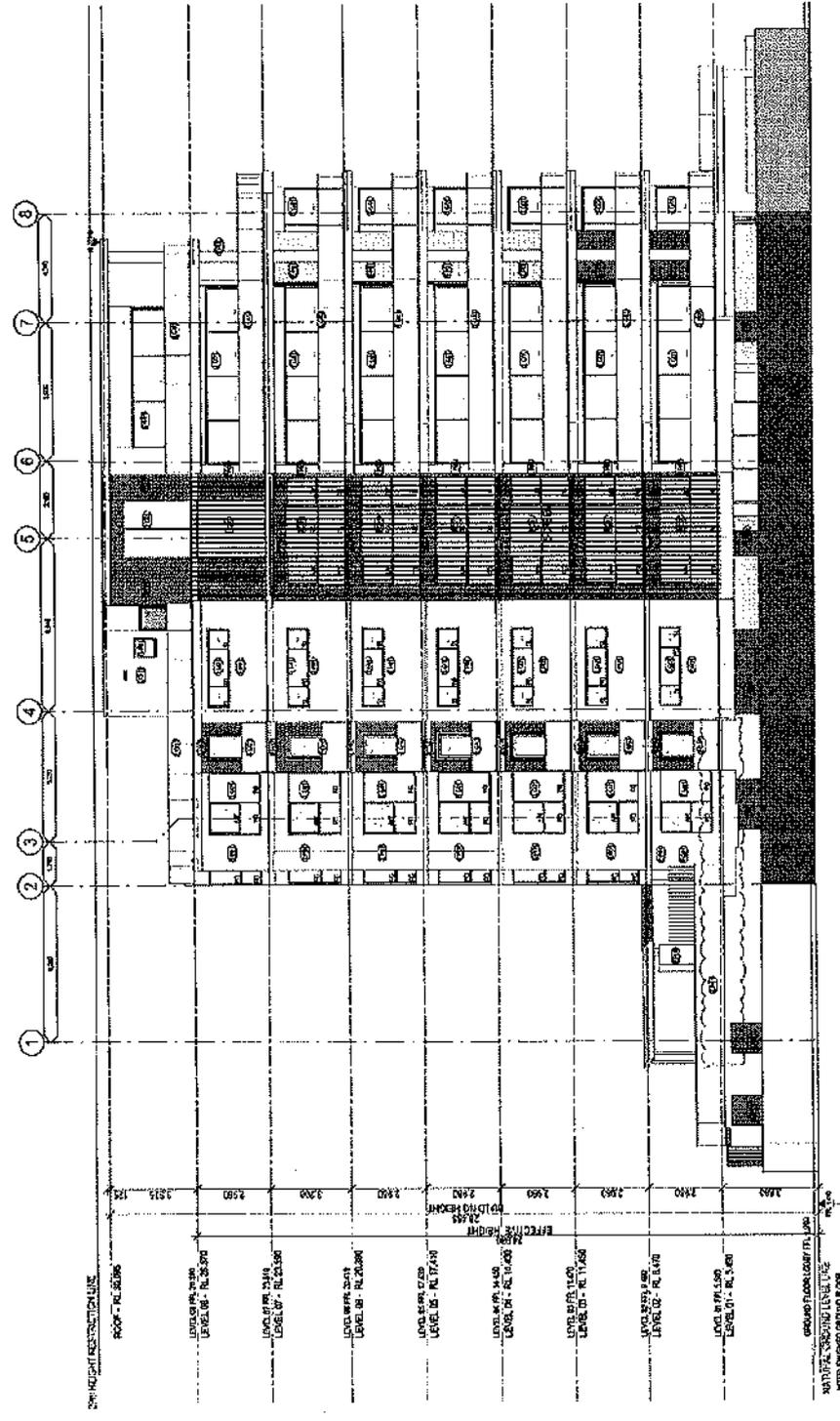
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- ⑲ EXTERNAL PAINT - FACERIE PROTECT
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FENESTRATION / BALUSTRADES:

- ① WINDOW / SLIDING DOOR GLAZING - LIGHT TINTED COLOURED GLASS
- ② BALUSTRADE GLAZING - CLEAR GLASS, METAL CAP - SPIGOTS
- ③ WINDOW / SLIDING DOOR FRAME - ALUMINIUM POWDER COATED DURATEC SILVER
- ④ BALUSTRADE GLAZING - POWDERCOATED ALUMINIUM SCREEN & FENCE
- ⑤ OBSCURED GLASS

MATERIALS & COLOURS

- EP01 - APPLIED FINISH 1 - EXTERNAL RENDER / PAINT DULUX WHITE
- EB01 - BRICK TILE (WHITE)
- AF02 - APPLIED FINISH 2 - DULUX MALAY GREY



PLANS and DOCUMENTS referred to in this
GENERALLY IN ACCORDANCE
DETERMINATION

Application No.: SIC/2022/66
Dated: 13 July 2022

Development shall comply with the conditions
of approval detailed in the Decision Notice and
Council's Planning Scheme, Local Laws and
Planning Policies.

1 SOUTH ELEVATION
SCALE 1:100 @ A1
SCALE 1:200 @ A2

COTTEPARKER

OLD COURT
100-110/111-112/113-114/115-116/117-118/119-120/121-122/123-124/125-126/127-128/129-130/131-132/133-134/135-136/137-138/139-140/141-142/143-144/145-146/147-148/149-150/151-152/153-154/155-156/157-158/159-160/161-162/163-164/165-166/167-168/169-170/171-172/173-174/175-176/177-178/179-180/181-182/183-184/185-186/187-188/189-190/191-192/193-194/195-196/197-198/199-200/201-202/203-204/205-206/207-208/209-210/211-212/213-214/215-216/217-218/219-220/221-222/223-224/225-226/227-228/229-230/231-232/233-234/235-236/237-238/239-240/241-242/243-244/245-246/247-248/249-250/251-252/253-254/255-256/257-258/259-260/261-262/263-264/265-266/267-268/269-270/271-272/273-274/275-276/277-278/279-280/281-282/283-284/285-286/287-288/289-290/291-292/293-294/295-296/297-298/299-300/301-302/303-304/305-306/307-308/309-310/311-312/313-314/315-316/317-318/319-320/321-322/323-324/325-326/327-328/329-330/331-332/333-334/335-336/337-338/339-340/341-342/343-344/345-346/347-348/349-350/351-352/353-354/355-356/357-358/359-360/361-362/363-364/365-366/367-368/369-370/371-372/373-374/375-376/377-378/379-380/381-382/383-384/385-386/387-388/389-390/391-392/393-394/395-396/397-398/399-400/401-402/403-404/405-406/407-408/409-410/411-412/413-414/415-416/417-418/419-420/421-422/423-424/425-426/427-428/429-430/431-432/433-434/435-436/437-438/439-440/441-442/443-444/445-446/447-448/449-450/451-452/453-454/455-456/457-458/459-460/461-462/463-464/465-466/467-468/469-470/471-472/473-474/475-476/477-478/479-480/481-482/483-484/485-486/487-488/489-490/491-492/493-494/495-496/497-498/499-500/501-502/503-504/505-506/507-508/509-510/511-512/513-514/515-516/517-518/519-520/521-522/523-524/525-526/527-528/529-530/531-532/533-534/535-536/537-538/539-540/541-542/543-544/545-546/547-548/549-550/551-552/553-554/555-556/557-558/559-560/561-562/563-564/565-566/567-568/569-570/571-572/573-574/575-576/577-578/579-580/581-582/583-584/585-586/587-588/589-590/591-592/593-594/595-596/597-598/599-600/601-602/603-604/605-606/607-608/609-610/611-612/613-614/615-616/617-618/619-620/621-622/623-624/625-626/627-628/629-630/631-632/633-634/635-636/637-638/639-640/641-642/643-644/645-646/647-648/649-650/651-652/653-654/655-656/657-658/659-660/661-662/663-664/665-666/667-668/669-670/671-672/673-674/675-676/677-678/679-680/681-682/683-684/685-686/687-688/689-690/691-692/693-694/695-696/697-698/699-700/701-702/703-704/705-706/707-708/709-710/711-712/713-714/715-716/717-718/719-720/721-722/723-724/725-726/727-728/729-730/731-732/733-734/735-736/737-738/739-740/741-742/743-744/745-746/747-748/749-750/751-752/753-754/755-756/757-758/759-760/761-762/763-764/765-766/767-768/769-770/771-772/773-774/775-776/777-778/779-780/781-782/783-784/785-786/787-788/789-790/791-792/793-794/795-796/797-798/799-800/801-802/803-804/805-806/807-808/809-810/811-812/813-814/815-816/817-818/819-820/821-822/823-824/825-826/827-828/829-830/831-832/833-834/835-836/837-838/839-840/841-842/843-844/845-846/847-848/849-850/851-852/853-854/855-856/857-858/859-860/861-862/863-864/865-866/867-868/869-870/871-872/873-874/875-876/877-878/879-880/881-882/883-884/885-886/887-888/889-890/891-892/893-894/895-896/897-898/899-900/901-902/903-904/905-906/907-908/909-910/911-912/913-914/915-916/917-918/919-920/921-922/923-924/925-926/927-928/929-930/931-932/933-934/935-936/937-938/939-940/941-942/943-944/945-946/947-948/949-950/951-952/953-954/955-956/957-958/959-960/961-962/963-964/965-966/967-968/969-970/971-972/973-974/975-976/977-978/979-980/981-982/983-984/985-986/987-988/989-990/991-992/993-994/995-996/997-998/999-1000/1001-1002/1003-1004/1005-1006/1007-1008/1009-1010/1011-1012/1013-1014/1015-1016/1017-1018/1019-1020/1021-1022/1023-1024/1025-1026/1027-1028/1029-1030/1031-1032/1033-1034/1035-1036/1037-1038/1039-1040/1041-1042/1043-1044/1045-1046/1047-1048/1049-1050/1051-1052/1053-1054/1055-1056/1057-1058/1059-1060/1061-1062/1063-1064/1065-1066/1067-1068/1069-1070/1071-1072/1073-1074/1075-1076/1077-1078/1079-1080/1081-1082/1083-1084/1085-1086/1087-1088/1089-1090/1091-1092/1093-1094/1095-1096/1097-1098/1099-1100/1101-1102/1103-1104/1105-1106/1107-1108/1109-1110/1111-1112/1113-1114/1115-1116/1117-1118/1119-1120/1121-1122/1123-1124/1125-1126/1127-1128/1129-1130/1131-1132/1133-1134/1135-1136/1137-1138/1139-1140/1141-1142/1143-1144/1145-1146/1147-1148/1149-1150/1151-1152/1153-1154/1155-1156/1157-1158/1159-1160/1161-1162/1163-1164/1165-1166/1167-1168/1169-1170/1171-1172/1173-1174/1175-1176/1177-1178/1179-1180/1181-1182/1183-1184/1185-1186/1187-1188/1189-1190/1191-1192/1193-1194/1195-1196/1197-1198/1199-1200/1201-1202/1203-1204/1205-1206/1207-1208/1209-1210/1211-1212/1213-1214/1215-1216/1217-1218/1219-1220/1221-1222/1223-1224/1225-1226/1227-1228/1229-1230/1231-1232/1233-1234/1235-1236/1237-1238/1239-1240/1241-1242/1243-1244/1245-1246/1247-1248/1249-1250/1251-1252/1253-1254/1255-1256/1257-1258/1259-1260/1261-1262/1263-1264/1265-1266/1267-1268/1269-1270/1271-1272/1273-1274/1275-1276/1277-1278/1279-1280/1281-1282/1283-1284/1285-1286/1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MATERIALS & COLOURS



- EP01 - APPLIED FINISH 1 - EXTERNAL RENDER / PAINT DULUX WHITE
- EB01 - BRICK TILE (WHITE)
- AF02 - APPLIED FINISH 2 - DULUX MALAY GREY

FENESTRATION / BALUSTRADES



- WINDOW / SLIDING DOOR GLAZING - LIGHT TINTED COLOURED GLASS
- BALUSTRADE GLAZING - CLEAR GLASS, METAL CAP - SPIGOTS

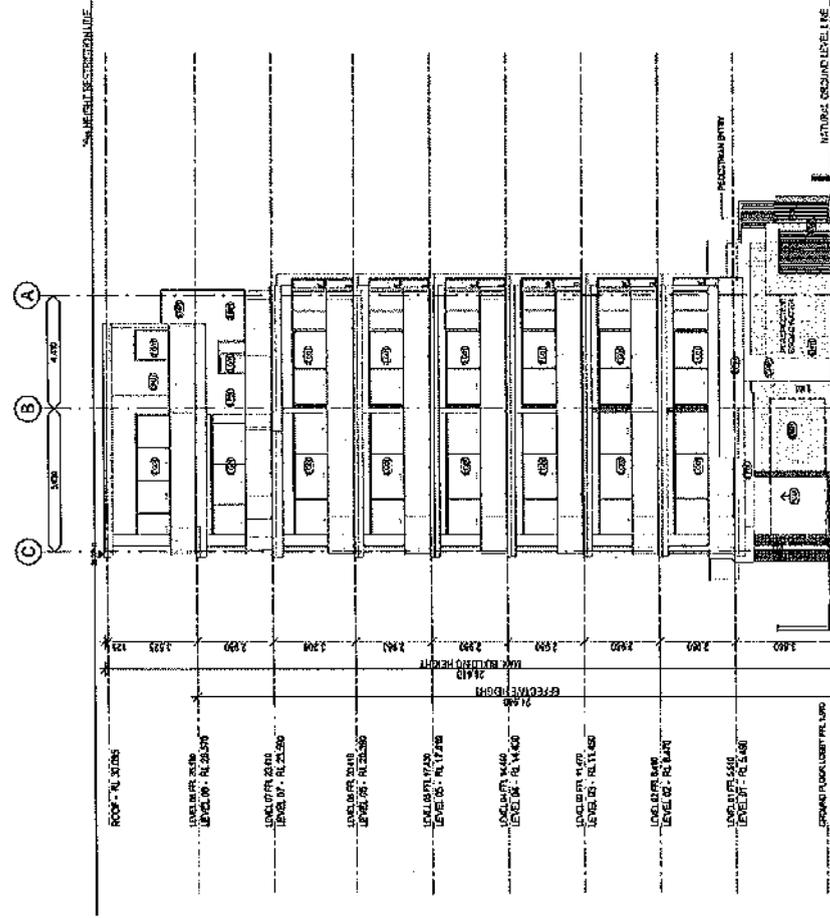
- WINDOW / SLIDING DOOR FRAME - ALUMINIUM POWDER COATED DURATEC SILVER
- POWDERCOATED ALUMINIUM SCREEN & FENCE



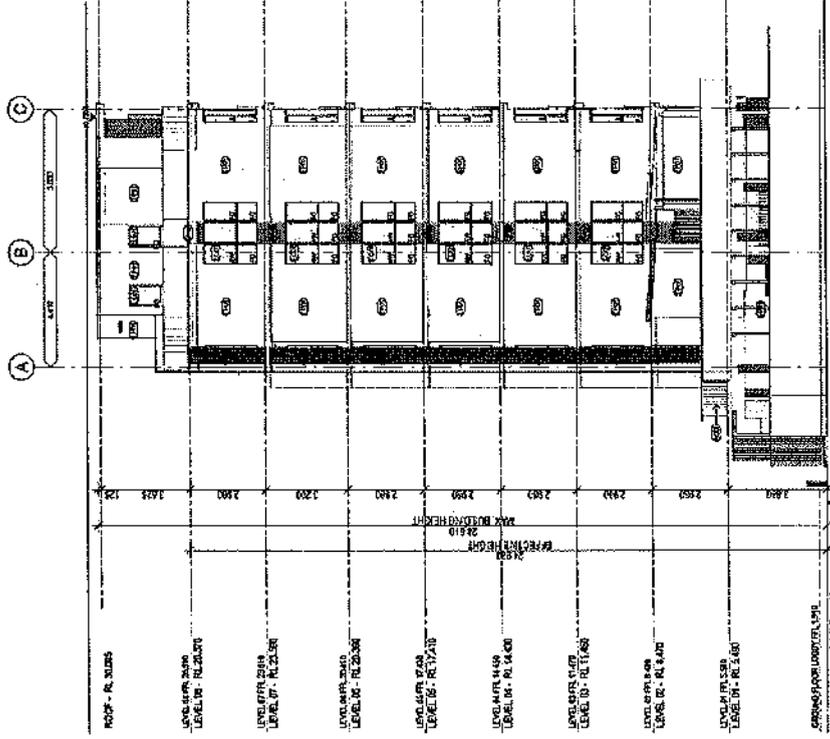
OBSOURED GLASS

FINISHES LEGEND

- EXTERNAL FINISH
- EXTERNAL FINISH 1 - EXTERNAL RENDER
- EXTERNAL FINISH 2 - EXTERNAL RENDER
- EXTERNAL FINISH 3 - EXTERNAL RENDER
- EXTERNAL FINISH 4 - EXTERNAL RENDER
- EXTERNAL FINISH 5 - EXTERNAL RENDER
- EXTERNAL FINISH 6 - EXTERNAL RENDER
- EXTERNAL FINISH 7 - EXTERNAL RENDER
- EXTERNAL FINISH 8 - EXTERNAL RENDER
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- EXTERNAL FINISH 45 - EXTERNAL RENDER
- EXTERNAL FINISH 46 - EXTERNAL RENDER
- EXTERNAL FINISH 47 - EXTERNAL RENDER
- EXTERNAL FINISH 48 - EXTERNAL RENDER
- EXTERNAL FINISH 49 - EXTERNAL RENDER
- EXTERNAL FINISH 50 - EXTERNAL RENDER
- EXTERNAL FINISH 51 - EXTERNAL RENDER
- EXTERNAL FINISH 52 - EXTERNAL RENDER
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- EXTERNAL FINISH 96 - EXTERNAL RENDER
- EXTERNAL FINISH 97 - EXTERNAL RENDER
- EXTERNAL FINISH 98 - EXTERNAL RENDER
- EXTERNAL FINISH 99 - EXTERNAL RENDER
- EXTERNAL FINISH 100 - EXTERNAL RENDER



1 EAST ELEVATION
SCALE 1:500 @ A1
SCALE 1:200 @ A2



2 WEST ELEVATION
SCALE 1:500 @ A1
SCALE 1:200 @ A2

PLANS and DOCUMENTS referred to in the
GENERALLY IN ACCORDANCE
DETERMINATION
Application No. SIC2022/665
Dated: 13 July 2022
Development shall comply with the conditions
of approval detailed in the Decision Notice and
Council's Planning Scheme, Local Laws and
Planning Policies.

COTTEPARKER
C/O G. COURT
T. 81 7500 2000
W. 81 7500 2000
P. 81 7500 2000
E. 81 7500 2000

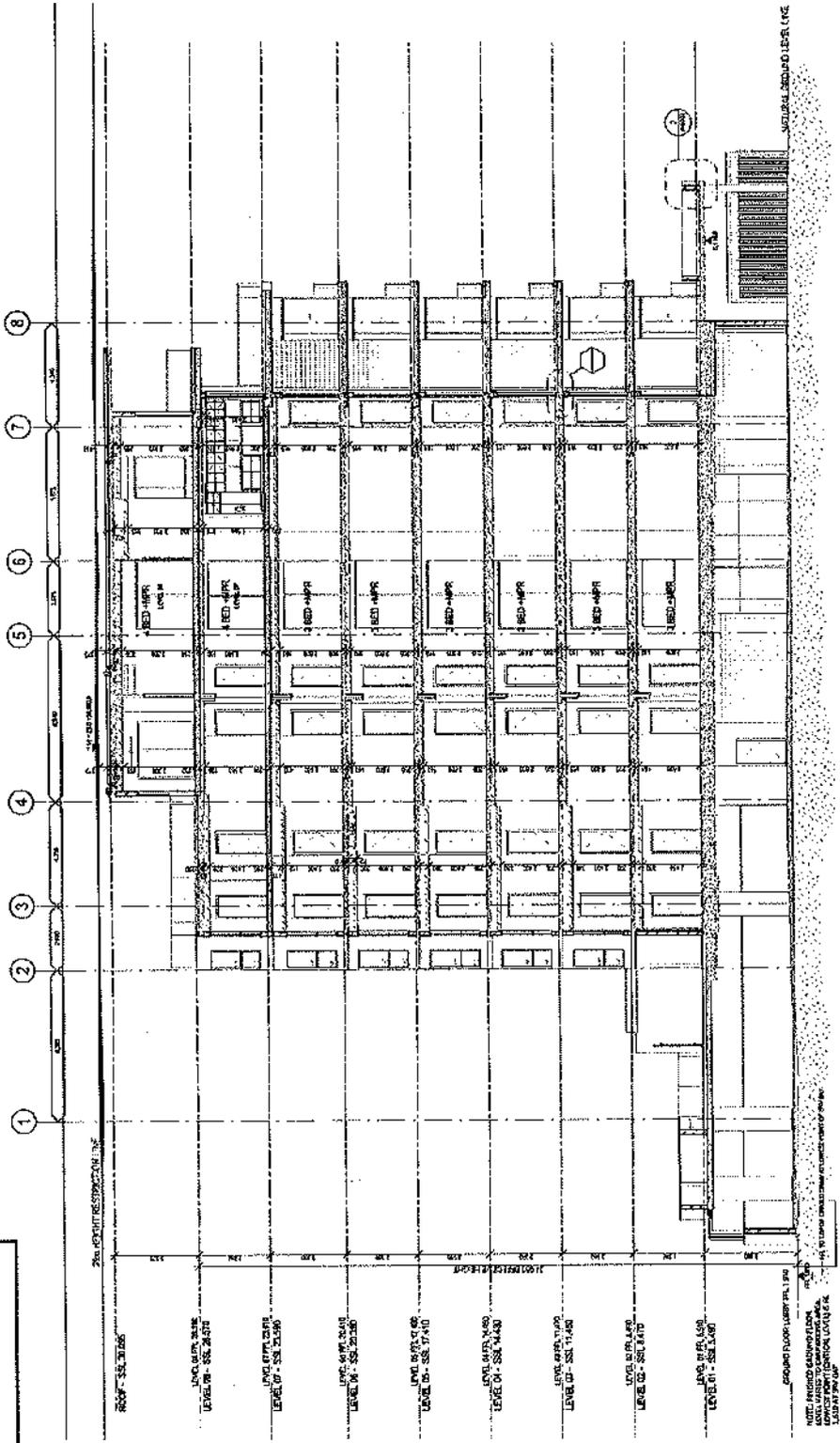


336 MAIRIE PARADE
SHERPA PLANNING SERVICES
CLIENT - SHERPA PRODUCTS
PROJECT - WEST & EAST ELEVATION
DATE - 13 JULY 2022
DRAWN BY - DA
CHECKED BY - DA
SCALE - A3003

**PLANS and DOCUMENTS referred to in the
GENERALLY IN ACCORDANCE
DETERMINATION**

Application No: GIC/2022/66
 Dated: 13 July 2022

Development shall comply with the conditions
 of approval detailed in the Decision Notice and
 Council's Planning Scheme, Local Laws and
 Planning Policies.



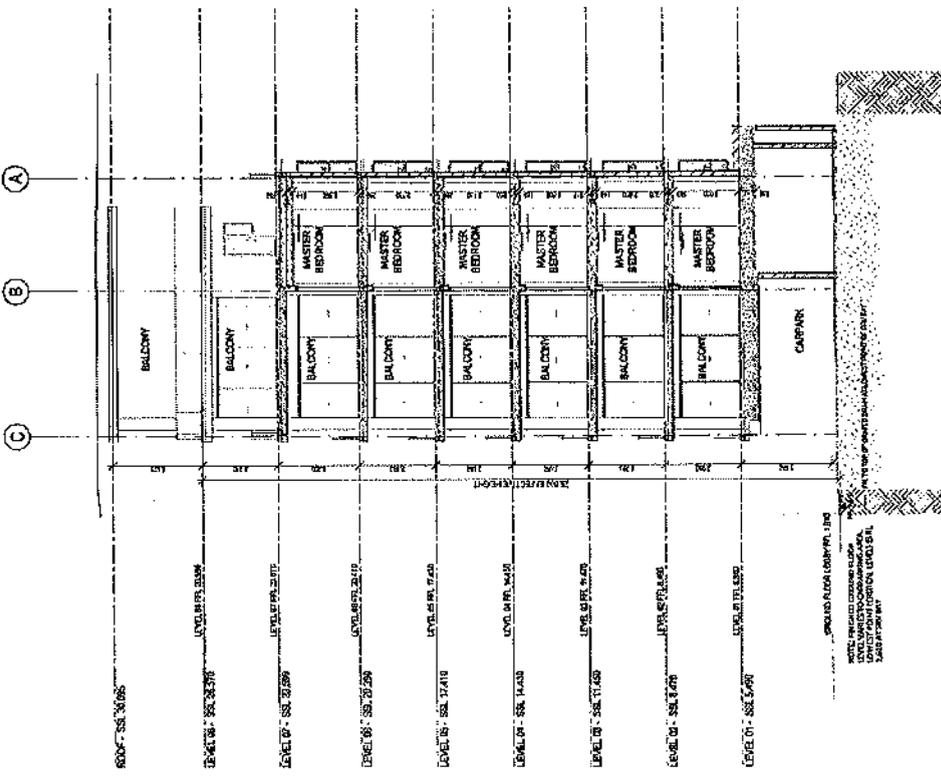
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PLANS and DOCUMENTS referred to in the GENERALLY IN ACCORDANCE DETERMINATION

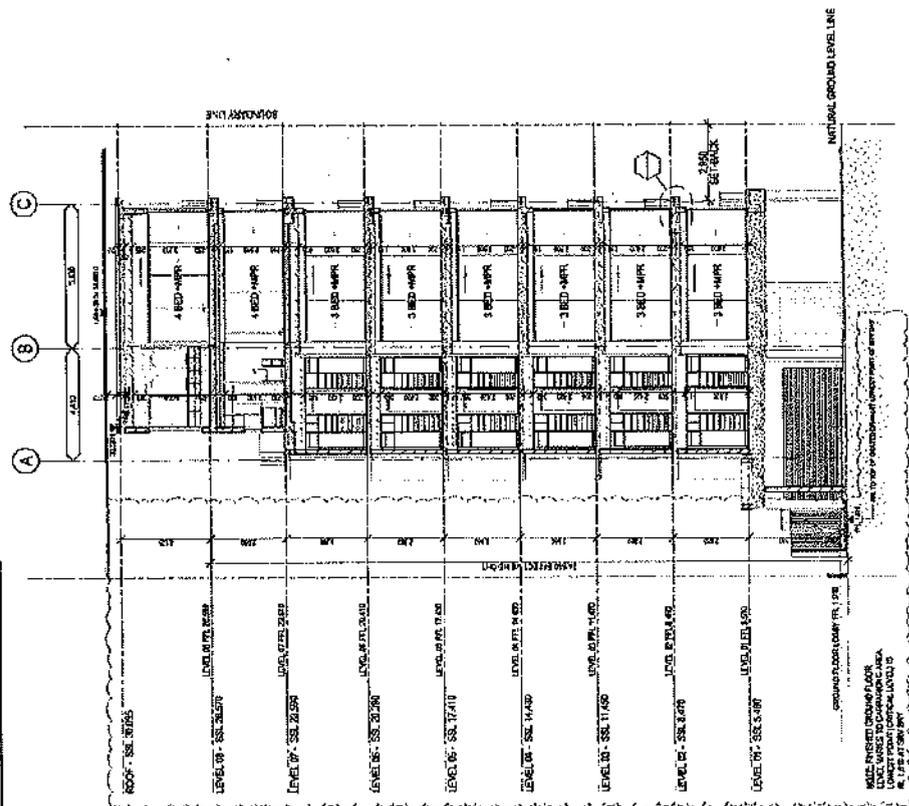
Application No. **91C/2022/86**

Date: **13 July 2022**

Development shall comply with the conditions of approval detailed in the Decision Notice and Council's Planning Scheme, Local Laws and Planning Policies.



1 SECTION 03
SCALE 1:500 @ A1
SCALE 1:200 @ A3



1 SECTION 02
SCALE 1:500 @ A1
SCALE 1:200 @ A3

S36 MARINE PARADE
S36 MARINE PARADE REDEVELOPMENT PROJECT
CLIENT: S36 PROJECTS
PROJECT NO: S36/2022/001
SECTION 02 & 03
DATE: 13 JULY 2022
DRAWN BY: DA
CHECKED BY: DA
DATE: 13 JULY 2022

1 2 3 4 5 6 7 8 9

SCALE 1:500 @ A1
SCALE 1:200 @ A3

COTTEEPAKER

ARCHITECTS
7-11 FRANKLIN ST
MELBOURNE VIC 3000
PH: 03 9412 3333
WWW.COTTEEPAKER.COM.AU

Sherpa
CONSULTANTS

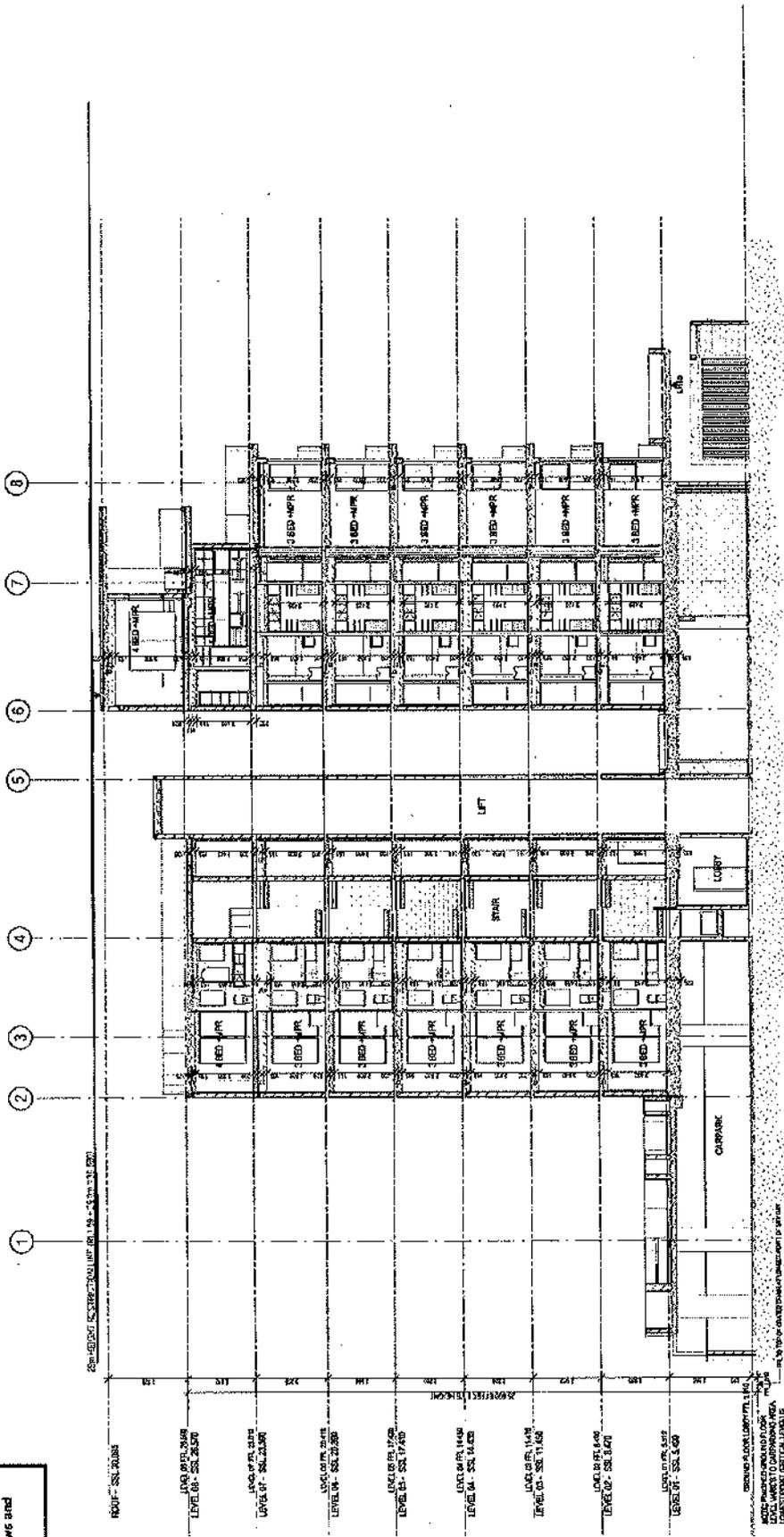
COTTEEPAKER

ARCHITECTS
7-11 FRANKLIN ST
MELBOURNE VIC 3000
PH: 03 9412 3333
WWW.COTTEEPAKER.COM.AU

PLANS and DOCUMENTS referred to in the
GENERALLY IN ACCORDANCE
DETERMINATION

Application No.: **GHC2022986**
 Dated: **13 July 2022**

Developments shall comply with the conditions
 of approval detailed in the Decision Notice and
 Council's Planning Scheme, Local Laws and
 Planning Policies.



2 SECTION 04
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 SCALE: 1:200 @ A0

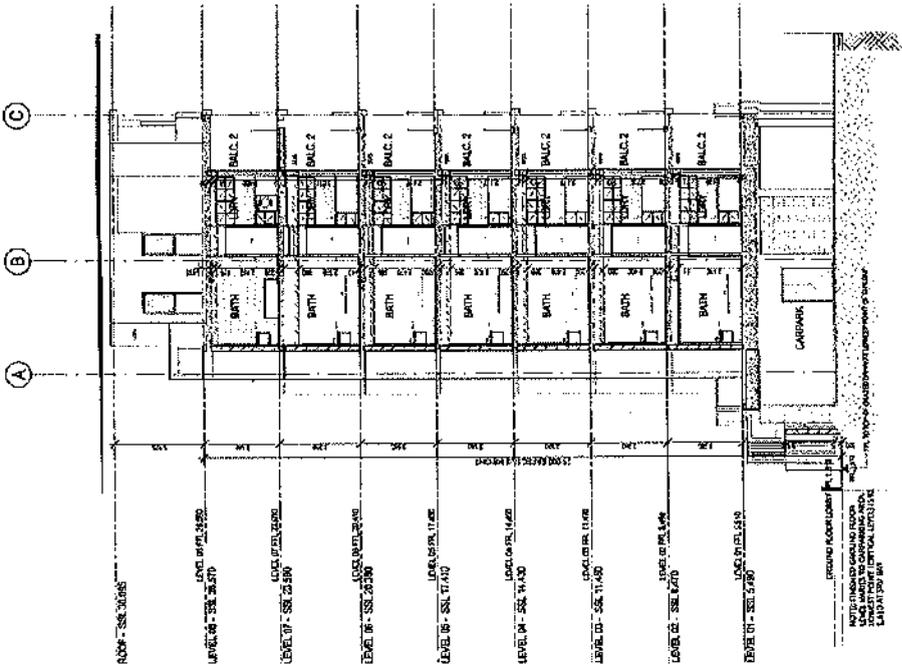
S36 MARINE PARADE
 25 MARINE PARADE, INDOOR WATERS, COASTWORK
 GROUP - SPORTS PROJECTS
 PROJECT TITLE
SECTION 04
 DRAWING CODE
 5880
 A-0103
 DA

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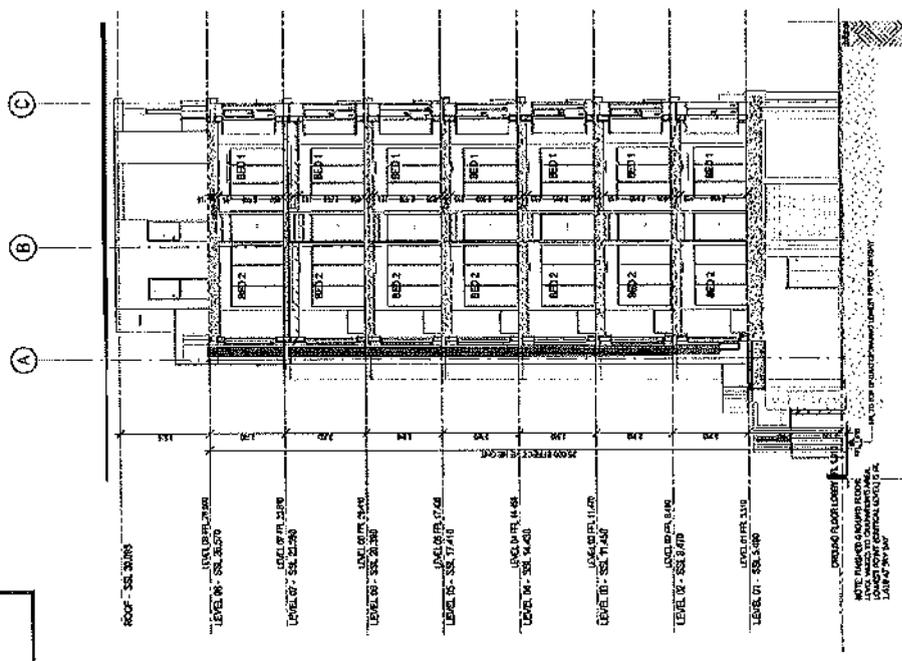


COTTEEPARKER Φ
 60/10 COAKAY
 T 417 609 2700
 111/100A WILSON ROAD
 WILSON, VIC 3178
 COTTEEPARKER.COM.AU

PLANS and DOCUMENTS referred to in the
GENERALLY IN ACCORDANCE
DETERMINATION
 Application No. GIC2022/66
 Dated: 13 July 2022
 Development shall comply with the conditions
 of approval detailed in the Decision Notice and
 Council's Planning Scheme, Local Laws and
 Planning Policies.



3 SECTION 06
 SCALE 1:100 @ A1
 SCALE 1:200 @ A2



2 SECTION 05
 SCALE 1:100 @ A1
 SCALE 1:200 @ A2

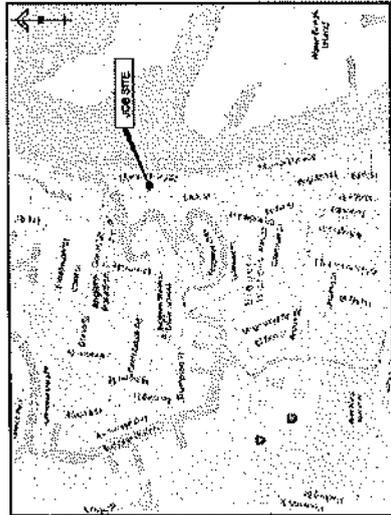
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Appendix B -- Conceptual Stormwater Quality Management Plan Drawings



PROPOSED DEVELOPMENT AT 536 MARINE PARADE, BIGGERA WATERS

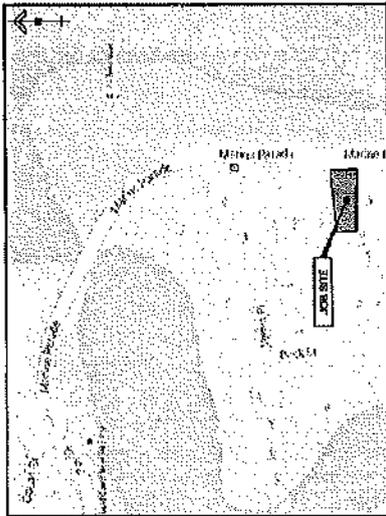
CONTRACT BE210250 PRELIMINARY CIVIL WORKS



LOCALITY PLAN

PREPARED FOR
CANEHERD Pty Ltd

SCHEDULE OF DRAWINGS	
Drawing No.	Drawing Title
N000	LOCALITY AND DRAWING INDEX PLAN
N030	PRE-DEVELOPMENT CATCHMENT PLAN
N031	POST-DEVELOPMENT CATCHMENT PLAN
N400	OPERATIONAL CONTROL PLAN
N401	OPERATIONAL CONTROL TYPICAL CROSS SECTION

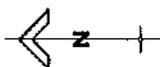


NEIGHBOURHOOD PLAN

PREPARED BY
BURCHILLS
ENGINEERING SOLUTIONS

Level 6, Australia Fair Tower
42 Marine Parade, Southport QLD 4215
PO Box 3766, Australia Fair, Southport QLD 4215
Phone: +61 7 5508 6400
Fax: +61 7 5508 6411
Email: admin@burchills.com.au
www.burchills.com.au
Caneherd Pty Ltd
ABN 76 166 942 395

PROJECT No.	BEZ10250
DATE SHEET	02/08
PROJECT No.	N000
DATE SHEET	A



PROPOSED DEVELOPMENT

AT
536 MARINE PARADE,
BIGGERS WATERS

FOR

CANEHERD Pty Ltd

A1 ORIGINAL USE REPRODUCTION

NO.	DESCRIPTION	APPR.	DATE

DISCLAIMER
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BURCHILLS
ENGINEERING SOLUTIONS

Level 15, Australia City Tower
42 Market Street, Southport QLD 4215
PO Box 2067, Australia Post, Southport QLD 4215
Phone: 07 5532 0000
Fax: 07 5532 0011
Email: enquiries@burchills.com.au
www.burchills.com.au
ABN 10 186 182 295

PROJECT: PRELIMINARY CIVIL WORKS

PRE-DEVELOPMENT CATCHMENT PLAN

DATE: 20/08/2023	DATE: 20/08/2023
PROJECT LEADER: TH SPRINGER	DATE: 20/08/2023
DESIGNER: WILLIAMSON & ASSOCIATES	DATE: 20/08/2023
CHECKER: WILLIAMSON & ASSOCIATES	DATE: 20/08/2023
APPROVED FOR AND ON BEHALF OF BURCHILLS ENGINEERING SOLUTIONS	DATE: 20/08/2023
SCALE: AS SHOWN	DATE: 20/08/2023
PROJECT NO: BE210250	DATE: 20/08/2023
REVISION: N200	DATE: 20/08/2023
VERSION: A	DATE: 20/08/2023



LEGEND

- PRE-DEVELOPMENT CATCHMENT
- FLOW DIRECTION
- LEGAL POINT OF DISCHARGE

NOTE:
NO EXTERNAL CATCHMENTS DIRECTLY CONTRIBUTE RUNOFF TO THE SUBJECT SITE, HOWEVER DUE TO THE LOW-LYING NATURE OF THE SURROUNDING AREAS SOME EXTERNAL CATCHMENTS MAY BE DIVERTED TO THE SUBJECT SITE DURING EVENTS WHERE BLOCKAGE OF COUNCIL DRAINAGE INFRASTRUCTURE OCCURS.

PRE-DEVELOPMENT CATCHMENT PLAN

SCALE 1:100 (NELL 500) METERS

PROPOSED DEVELOPMENT
 AT
 536 MARINE PARADE,
 BIGGERA WATERS
 FOR
 CANEHERD Pty Ltd

A1 ORIGINAL SITE EROSION REDUCTION

NO.	DESCRIPTION	DATE	BY
1	ORIGINAL SITE EROSION REDUCTION		

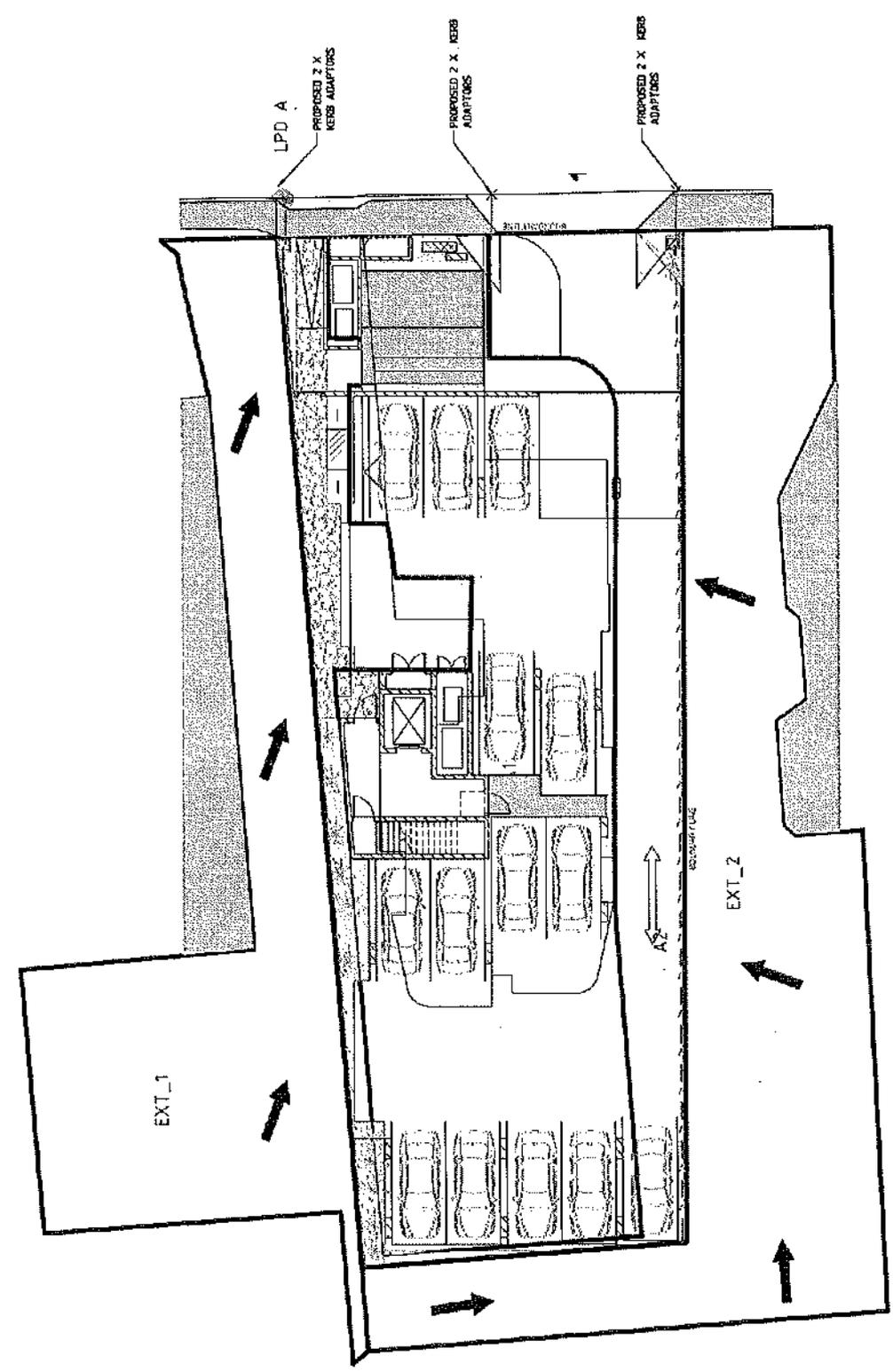
CONSENT (C)
 This drawing is submitted for the approval of Brisbane City Council under the provisions of the Environmental Protection Act 1992 (EP Act) and the Environmental Protection (Brisbane City Council) Regulation 2007 (EPRC).
DISCLAIMER
 BURCHILLS ENGINEERING SOLUTIONS (BES) is not responsible for the accuracy or completeness of the information provided in this drawing. The user of this drawing is advised to verify the accuracy and completeness of the information provided in this drawing with the relevant authorities and to ensure that the information provided in this drawing is consistent with the requirements of the relevant authorities.
NOTE
 This drawing is submitted for the approval of Brisbane City Council under the provisions of the Environmental Protection Act 1992 (EP Act) and the Environmental Protection (Brisbane City Council) Regulation 2007 (EPRC).
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BURCHILLS
 ENGINEERING SOLUTIONS
 Level 15, Australia Post Tower
 41 Market Avenue, Surfersport QLD 4215
 PO Box 3084, Australia Ave, Surfersport QLD 4215
 Phone: (07) 5599 9900
 Fax: (07) 5599 9911
 Email: info@burchills.com.au
 Website: www.burchills.com.au
 AOH 75 800 842 262

PRELIMINARY CIVIL WORKS

POST-DEVELOPMENT CATCHMENT PLAN

SCALE: AS SHOWN	DATE: 10/10/2011	DATE: 10/10/2011
PROJECT NO: 1101010101010101	PROJECT NAME: 1101010101010101	PROJECT NO: 1101010101010101
CLIENT: 1101010101010101	CLIENT: 1101010101010101	CLIENT: 1101010101010101
DESIGNED BY: 1101010101010101	DESIGNED BY: 1101010101010101	DESIGNED BY: 1101010101010101
CHECKED BY: 1101010101010101	CHECKED BY: 1101010101010101	CHECKED BY: 1101010101010101
APPROVED BY: 1101010101010101	APPROVED BY: 1101010101010101	APPROVED BY: 1101010101010101
SCALE: AS SHOWN	DATE: 10/10/2011	DATE: 10/10/2011
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APPROVED BY: 1101010101010101	APPROVED BY: 1101010101010101	APPROVED BY: 1101010101010101
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DESIGNED BY: 1101010101010101	DESIGNED BY: 1101010101010101	DESIGNED BY: 1101010101010101
CHECKED BY: 1101010101010101	CHECKED BY: 1101010101010101	CHECKED BY: 1101010101010101
APPROVED BY: 1101010101010101	APPROVED BY: 1101010101010101	APPROVED BY: 1101010101010101



NOTE:
 EXTERNAL CATCHMENTS DIRECTLY CONTRIBUTE RUNOFF TO THE SUBJECT SITE. RUNOFFS DUE TO THE LOW-LYING NATURE OF THE SURROUNDING AREAS SOME EXTERNAL CATCHMENTS MAY BE OVERTOPPED TO THE SUBJECT SITE DURING EVENTS WHERE BULWAGE OF CANAL DRAINAGE INFRASTRUCTURE OCCURS. AS SUCH ANIMAL EXTERNAL CATCHMENT DRAINAGE ARE PROPOSED TO CONVEY ANY FLOOD FROM OVERSEER CIRCUMSTANCES.

POST-DEVELOPMENT CATCHMENT PLAN

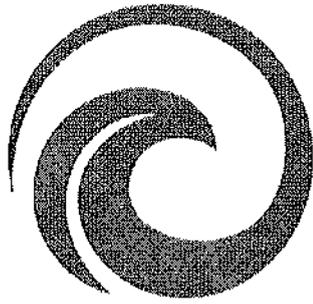
SCALE 1:100 (BULL SIZE)

- LEGEND**
- POST-DEVELOPMENT CATCHMENT
 - FLOW DIRECTION
 - LEGAL POINT OF DISCHARGE
 - PROPOSED EXTERNAL DIVERSION CHANNEL

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Appendix C – Ocean Protect StormFilter: Operations and Maintenance





OCEAN
P R O T E C T

StormFilter

Operations & Maintenance Manual

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Why do I need to perform maintenance?.....	2
Health and Safety	3
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Introduction

The primary purpose of stormwater treatment devices is to capture and prevent pollutants from entering waterways, maintenance is a critical component of ensuring the ongoing effectiveness of this process. The specific requirements and frequency for maintenance depends on the treatment device and pollutant load characteristics of each site. This manual has been designed to provide details on the cleaning and maintenance processes for the StormFilter as recommended by the manufacturer.

The StormFilter is designed and sized to meet stringent regulatory requirements. It removes the most challenging target pollutants (including fine solids, soluble heavy metals, oil, and soluble nutrients) using a variety of media. For more than two decades, StormFilter has helped clients meet their regulatory needs and, through ongoing product enhancements, the design continues to be refined for ease of use and improved performance.

Why do I need to perform maintenance?

Adhering to the inspection and maintenance schedule of each stormwater treatment device is essential to ensuring that it functions properly throughout its design life.

During each inspection and clean, details of the mass, volume and type of material that has been collected by the device should be recorded. This data will assist with the revision of future management plans and help determine maintenance interval frequency. It is also essential that qualified and experienced personnel carry out all maintenance (including inspections, recording and reporting) in a systematic manner.

Maintenance of your stormwater management system is essential to ensuring ongoing at-source control of stormwater pollution. Maintenance also helps prevent structural failures (e.g. prevents blocked outlets) and aesthetic failures (e.g. debris build up), but most of all ensures the long term effective operation of the StormFilter.

Health and Safety

Access to a StormFilter unit requires removing heavy access covers/grates, and it is necessary to enter into a confined space. Pollutants collected by the StormFilter will vary depending on the nature of your site. There is potential for these materials to be harmful. For example, sediments may contain heavy metals, carcinogenic substances or objects such as broken glass and syringes. For these reasons, all aspects of maintaining and cleaning your StormFilter require careful adherence to Occupational Health and Safety (OH&S) guidelines.

It is important to note that the same level of care needs to be taken to ensure the safety of non-work personnel. As a result, it may be necessary to employ traffic/pedestrian control measures when the device is situated in, or near areas with high vehicular/pedestrian activity.

Personnel health and safety

Whilst performing maintenance on the StormFilter, precautions should be taken in order to minimise (or, if possible, prevent) contact with sediment and other captured pollutants by maintenance personnel. The following personal protective equipment (PPE) is subsequently recommended:

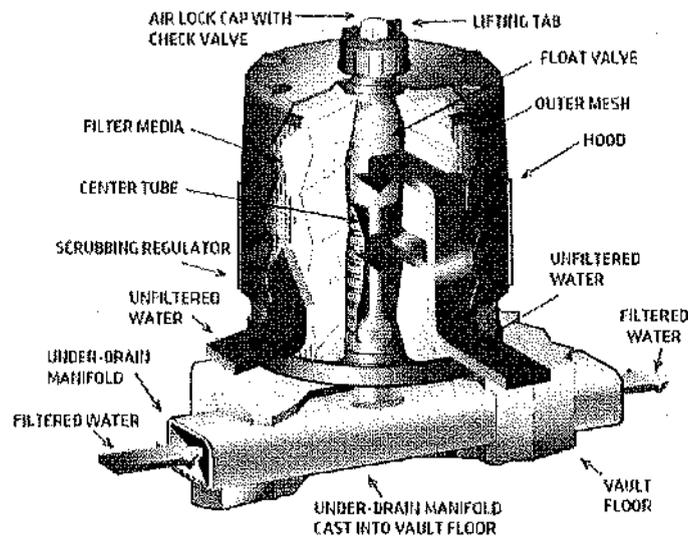
- Puncture resistant gloves
- Steel capped safety boots
- Long sleeve clothing, overalls or similar skin protection
- Eye protection
- High visibility clothing or vest

During maintenance activities, it may be necessary to implement traffic control measures. Ocean Protect recommend that a separate site-specific traffic control plan is implemented as required to meet the relevant governing authority guidelines.

Whilst some aspects of StormFilter maintenance can be performed from surface level, there will be a need to enter the StormFilter system (confined space) during a major service. It is recommended that all maintenance personnel evaluate their own needs for confined space entry and compliance with relevant industry regulations and guidelines. Ocean Protect maintenance personnel are fully trained and carry certification for confined space entry applications.

How does it Work?

Stormwater enters the cartridge chamber, passes through the filtration media and begins filling the cartridge center tube. When water reaches the top of the cartridge the float valve opens and filtered water is allowed to drain at the designed flow rate. Simultaneously, a one-way check valve closes activating a siphon that draws stormwater evenly throughout the filter media and into the center tube. Treated stormwater is then able to discharge out of the system through the underdrain manifold pipework.



As the rain event subsides, the water level outside the cartridge drops and approaches the bottom of the hood, air rushes through the scrubbing regulators releasing the water column and breaking the siphon. The turbulent bubbling action agitates the surface of the cartridge promoting trapped sediment to drop to the chamber floor. After a rain event, the chamber is able to drain dry by way of an Imperfect seal at the base of the float valve.

Maintenance Procedures

To ensure optimal performance, it is advisable that regular maintenance is performed. Typically, the StormFilter requires an inspection every 6 months with a minor service at 12 months. Additionally, as the StormFilter cartridges capture pollutants the media will eventually become occluded and require replacement (expected media life is 1-3 years).

Primary Types of Maintenance

The table below outlines the primary types of maintenance activities that typically take place as part of an ongoing maintenance schedule for the StormFilter.

	Description of Typical Activities	Frequency
Inspection	Visual Inspection of cartridges & chamber Remove larger gross pollutants Perform minimal rectification works (if required)	Every 6 Months
Minor Service	Evaluation of cartridges and media Removal of accumulated sediment (if required) Wash-down of StormFilter chamber (if required)	Every 12 Months
Major Service	Replacement of StormFilter cartridge media	As required

Ocean Protect | StormFilter Operations & Maintenance Manual

Maintenance requirements and frequencies are dependent on the pollutant load characteristics of each site. The frequencies provided in this document represent what the manufacturer considers to be best practice to ensure the continuing operation of the device is in line with the original design specification.

Inspection

The purpose of the inspecting the StormFilter system is to assess the condition of the StormFilter chamber and cartridges. When inspecting the chamber, particular attention should be taken to ensure all cartridges are firmly connected to the connectors. It is also an optimal opportunity to remove larger gross pollutants and inspect the outlet side of the StormFilter weir.

Minor Service

This service is designed to ensure the ongoing operational effectiveness of the StormFilter system, whilst assessing the condition of the cartridge media.

1. Establish a safe working area around the access point(s)
2. Remove access cover(s)
3. Evaluate StormFilter cartridge media (if exhausted schedule major service within 6 months)
4. Measure and record the level of accumulated sediment in the chamber (if sediment depth is less than 100 mm skip to step 9)
5. Remove StormFilter cartridges from the chamber
6. Use vacuum unit to removed accumulated sediment and pollutants in the chamber
7. Use high pressure water to clean StormFilter chamber
8. Re-install StormFilter cartridges
9. Replace access cover(s)

Major Service (Filter Cartridge Replacement)

For the StormFilter system a major service is reactionary process based on the outcomes from the minor service, specifically the evaluation of the cartridge media.

Trigger Event	Maintenance Action
Cartridge media is exhausted ^[1]	Replace StormFilter cartridge media ^[2]

[1] Multiple assessment methods are available, contact Ocean Protect for assistance
 [2] Replacement filter media and components are available for purchase from Ocean Protect.

This service is designed to return the StormFilter device back to optimal operating performance

1. Establish a safe working area around the access point(s)
2. Remove access cover(s)
3. By first removing the head cap, remove each individual cartridge hood to allow access to the exhausted media.
4. Utilise a vacuum unit to remove exhausted media from each cartridge
5. Use vacuum unit to remove accumulated sediment and pollutants in the chamber
6. Use high pressure water to clean StormFilter chamber
7. Inspect each empty StormFilter cartridges for any damage, rectify damage as required
8. Re-fill each cartridge with media in line with project specifications
9. Re-install replenished StormFilter cartridges
10. Replace access cover(s)

Additional Types of Maintenance

Occasionally, events on site can make it necessary to perform additional maintenance to ensure the continuing performance of the device.

Hazardous Material Spill

If there is a spill event on site, the StormFilter unit should be inspected and cleaned. Specifically, all captured pollutants and liquids from within the unit should be removed and disposed in accordance with any additional requirements that may relate to the type of spill event. Additionally, it will be necessary to inspect the filter cartridges and assess them for contamination, depending on the type of spill event it may be necessary to replace the filtration media.

Blockages

In the unlikely event that flooding occurs upstream of the StormFilter system the following steps should be undertaken to assist in diagnosing the issue and determining the appropriate response.

1. Inspect the upstream diversion structure (if applicable) ensuring that it is free of debris and pollutants
2. Inspect the StormFilter unit checking the underdrain manifold as well as both the Inlet and outlet pipes for obstructions (e.g. pollutant build-up, blockage), which if present, should be removed.

Major Storms and Flooding

In addition to the scheduled activities, it is important to inspect the condition of the StormFilter after a major storm event. The focus is to inspect for damage and higher than normal sediment accumulation that may result from localised erosion. Where necessary damaged components should be replaced and accumulated pollutants should be removed and disposed.

Disposal of Waste Materials

The accumulated pollutants found in the StormFilter must be handled and disposed of in a manner that is in accordance with all applicable waste disposal regulations. When scheduling maintenance, consideration must be made for the disposal of solid and liquid wastes. If the filter media has been contaminated with any unusual substance, there may be additional special handling and disposal methods required to comply with relevant government/authority/industry regulations.

Maintenance Services

With over a decade and a half of maintenance experience Ocean Protect has developed a systematic approach to inspecting, cleaning and maintaining a wide variety of stormwater treatment devices. Our fully trained and professional staff are familiar with the characteristics of each type of system, and the processes required to ensure its optimal performance.

Ocean Protect has several stormwater maintenance service options available to help ensure that your stormwater device functions properly throughout its design life. In the case of our StormFilter system we offer long term pay-as-you-go contracts, pre-paid once off servicing and replacement media for cartridges.

For more information please visit www.OceanProtect.com.au

The experience you deserve 

Appendix D – Ocean Protect OceanGuard: Operations and Maintenance





OceanGuard™

Operations & Maintenance Manual

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Introduction

The primary purpose of stormwater treatment devices is to capture and prevent pollutants from entering waterways, maintenance is a critical component of ensuring the ongoing effectiveness of this process. The specific requirements and frequency for maintenance depends on the treatment device and pollutant load characteristics of each site. This manual has been designed to provide details on the cleaning and maintenance processes as recommended by the manufacturer.

The OceanGuard technology is a gully pit basket designed to fit within new and existing gully pits to remove pollution from stormwater runoff. The system has a choice of Filtration liners, designed to remove gross pollutants, total suspended solids and attached pollutants as either a standalone technology or as part of a treatment train with our StormFilter or Jellyfish Filtration products. OceanGuard pit baskets are highly effective, easy to install and simple to maintain.

Why do I need to perform maintenance?

Adhering to the maintenance schedule of each stormwater treatment device is essential to ensuring that it functions properly throughout its design life.

During each inspection and clean, details of the mass, volume and type of material that has been collected by the device should be recorded. This data will assist with the revision of future management plans and help determine maintenance interval frequency. It is also essential that qualified and experienced personnel carry out all maintenance (including inspections, recording and reporting) in a systematic manner.

Maintenance of your stormwater management system is essential to ensuring ongoing at-source control of stormwater pollution. Maintenance also helps prevent structural failures (e.g. prevents blocked outlets) and aesthetic failures (e.g. debris build up), but most of all ensures the long term effective operation of the OceanGuard.

Health and Safety

Access to pits containing an OceanGuard typically requires removing (heavy) access covers/grates, but typically it is not necessary to enter into a confined space. Pollutants collected by the OceanGuard will vary depending on the nature of your site. There is potential for these materials to be harmful. For example, sediments may contain heavy metals, carcinogenic substances or sharp objects such as broken glass and syringes. For these reasons, there should be no primary contact with the waste collect and all aspects of maintaining and cleaning your OceanGuard require careful adherence to Occupational Health and Safety (OH&S) guidelines.

It is important to note that the same level of care needs to be taken to ensure the safety of non-work personnel, as a result it may be necessary to employ traffic/pedestrian control measures when the device is situated in, or near areas with high vehicular/pedestrian activity.

Personnel health and safety

Whilst performing maintenance on the OceanGuard pit insert, precautions should be taken in order to minimise (or when possible prevent) contact with sediment and other captured pollutants by maintenance personnel. In order to achieve this the following personal protective equipment (PPE) is recommended:

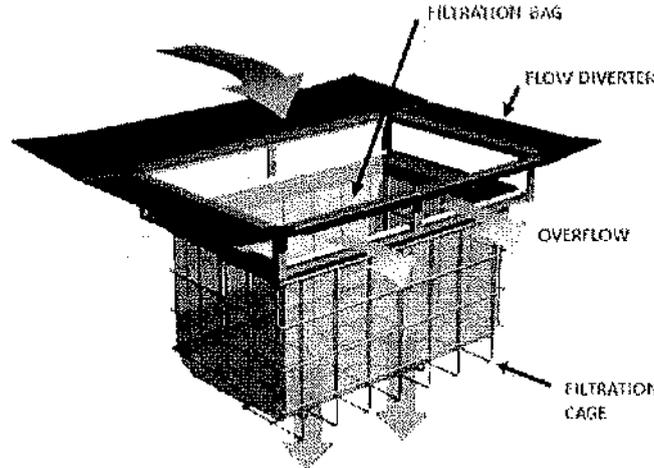
- Puncture resistant gloves
- Steel capped safety boots,
- Long sleeve clothing, overalls or similar skin protection
- Eye protection
- High visibility clothing or vest

During maintenance activities it may be necessary to implement traffic control measures. Ocean Protect recommend that a separate site specific traffic control plan is implemented as required to meet the relevant governing authority guidelines.

The OceanGuard pit insert is designed to be maintained from surface level, without the need to enter the pit. However depending on the installation configuration, location and site specific maintenance requirements it may be necessary to enter a confined space occasionally. It is recommended that all maintenance personnel evaluate their own needs for confined space entry and compliance with relevant industry regulations and guidelines. Ocean Protect maintenance personnel are fully trained and carry certification for confined space entry.

How does it Work?

OceanGuard is designed to intercept stormwater as it enters the stormwater pits throughout a site. The OceanGuard has diversion panels that sit flush with the pit walls, this ensures that as stormwater enters at the top of the pit it is directed to the middle of the insert where the Filtration bag is situated. The filtration bag allows for screening to occur removing 100% of pollutants greater than the opening of the filtration material (200micron, 1600micron bags available).



During larger rain events the large flows overflow slots in the flow diverter of the OceanGuard ensure that the conveyance of stormwater is not impeded thus eliminating the potential for surface flooding. As the flow subsides, the captured pollutants are held in the OceanGuard Filtration bag dry. The waste then starts to dry which reduces the magnitude of organic material decomposition transitioning between maintenance intervals.

Maintenance Procedures

To ensure that each OceanGuard pit insert achieves optimal performance, it is advisable that regular maintenance is performed. Typically the OceanGuard requires 2-4 minor services annually, pending the outcome of these inspections additional maintenance servicing may be required.

Primary Types of Maintenance

The table below outlines the primary types of maintenance activities that typically take place as part of an ongoing maintenance schedule for the OceanGuard.

	Description of Typical Activities	Frequency
Minor Service	Filter bag inspection and evaluation Removal of capture pollutants Disposal of material	2-4 Times Annually
Major Service	Filter Bag Replacement Support frame rectification	As required

Ocean Protect | OceanGuard Operations & Maintenance Manual

Maintenance requirements and frequencies are dependent on the pollutant load characteristics of each site. The frequencies provided in this document represent what the manufacturer considers to be best practice to ensure the continuing operation of the device is in line with the original design specification.

Minor Service

This service is designed to return the OceanGuard device back to optimal operating performance. This type of service can be undertaken either by hand or with the assistance of a Vacuum unit.

Hand Maintenance

1. Establish a safe working area around the pit insert
2. Remove access cover/grate
3. Use two lifting hooks to remove the filtration bag
4. Empty the contents of the filtration bag into a disposal container
5. Inspect and evaluate the filtration bag
6. Inspect and evaluate remaining OceanGuard components (i.e. flow diverter, filtration cage and supporting frame)
7. Rejuvenate filtration bag by removing pollutant build up with a stiff brush, additionally the filtration bag can be washed using high pressure water
8. Re-install filtration bag and replace access cover/grate

Vacuum Maintenance

1. Establish a safe working area around the pit insert
2. Remove access cover/grate
3. Vacuum captured pollutants from the filtration bag
4. Remove filtration bag
5. Inspect and evaluate the filtration bag
6. Inspect and evaluate remaining OceanGuard components (i.e. flow diverter, filtration cage and supporting frame)
7. Rejuvenate filtration bag by removing pollutant build up with a stiff brush, additionally the filtration bag can be washed using high pressure water
8. Re-install filtration bag and replace access cover/grate

Major Service (Filter Bag Replacement)

For the OceanGuard system, a major service is a reactionary process based on the outcomes from the minor service.

Trigger Event from Minor Service	Maintenance Action
Filtration bag inspection reveals damage	Replace the filtration bag ^[1]
Component inspection reveals damage	Perform rectification works and if necessary replace components ^[1]

[1] Replacement filtration bags and components are available for purchase from Ocean Protect.

Additional Reasons of Maintenance

Occasionally, events on site can make it necessary to perform additional maintenance to ensure the continuing performance of the device.

Hazardous Material Spill

If there is a spill event on site, all OceanGuard pits that potentially received flow should be inspected and cleaned. Specifically all captured pollutants from within the filtration bag should be removed and disposed in accordance with any additional requirements that may relate to the type of spill event. All filtration bags should be rejuvenated (replaced if required) and re-installed.

Blockages

The OceanGuards internal high flow bypass functionality is designed to minimise the potential of blockages/flooding. In the unlikely event that flooding occurs around the stormwater pit the following steps should be undertaken to assist in diagnosing the issue and implementing the appropriate response.

1. Inspect the OceanGuard flow diverter, ensuring that they are free of debris and pollutants
2. Perform a minor service on the OceanGuard
3. Remove the OceanGuard insert to access the pit and inspect both the inlet and outlet pipes, ensuring they are free of debris and pollutants

Major Storms and Flooding

In addition to the scheduled activities, it is important to inspect the condition of the OceanGuard pit insert after a major storm event. The inspection should focus on checking for damage and higher than normal sediment accumulation that may result from localised erosion. Where necessary damaged components should be replaced and accumulated pollutants disposed.

Disposal of Waste Materials

The accumulated pollutants found in the OceanGuard must be handled and disposed of in a manner that is in accordance with all applicable waste disposal regulations. When scheduling maintenance, consideration must be made for the disposal of solid and liquid wastes. If the filtration bag has been contaminated with any unusual substance, there may be additional special handling and disposal methods required to comply with relevant government/authority/industry regulations.

Maintenance Services

With over a decade and a half of maintenance experience Ocean Protect has developed a systematic approach to inspecting, cleaning and maintaining a wide variety of stormwater treatment devices. Our fully trained and professional staff are familiar with the characteristics of each type of system, and the processes required to ensure its optimal performance.

Ocean Protect has several stormwater maintenance service options available to help ensure that your stormwater device functions properly throughout its design life. In the case of our OceanGuard system we offer long term pay-as-you-go contracts, pre-paid once off servicing and replacement filter bags.

For more information please visit www.OceanProtect.com.au

The experience you deserve 

Appendix E – Ocean Protect Proprietary Device Maintenance Agreement



Maintenance Agreement



Maintenance Agreement

Tax Invoice

Agreement No: 16874 / 1

NATIONAL MAINTENANCE SOLUTIONS PTY LTD ABN 42 156 044 834 (we or us or our) agrees to provide to the customer named in the Schedule below (you) the services described in the Schedule below (the Maintenance Services) in relation to the equipment described in the Schedule below (the Equipment) and, where applicable, any Additional Services (as later defined) and you agree to accept the provision of the Maintenance Services and, where applicable, the Additional Services (collectively the Services) on the terms and conditions set out in this document (including any Special Conditions set out in this document). This document will not bind us until it is signed by our authorised officer, at which time a contract for the provision of Services in relation to the Equipment (this Agreement) will arise without the need for us to give any further notice.

Schedule

FACILITIES MANAGEMENT PLAN	
Facilities Management Plan applies:	<input type="radio"/> Yes <input checked="" type="radio"/> No
Facilities Management Plan No: N/A	

CUSTOMER	
Name: CANEHERD PTY. LTD. ATF Perspective Broadwater Unit Trust	
Trading as:	ACN/ABN: 75010920484
Address: 1/230 Shute Harbour road Cannonvale Qld 4802	
Telephone number: 0437 729 602	Facsimile number:
Contact person: Jake Landon	Email address: jake@sherpapropertygroup.com.au

EQUIPMENT		
Model	Description	Serial No(s) (if applicable)
OG-200	3 x OceanGuard Stormsacks	
SFD-4-690-PSORB	4 x StormFilter Cartridges	

EQUIPMENT LOCATION AND SITE CONTACT	
Address: 536 Marine Parade, Biggera Waters QLD	
Contact: Jake Landon	Telephone number: 0437729602

MAINTENANCE SERVICES	
<p>Maintenance Services cover the cleaning and maintenance of the Equipment (including the StormFilter, Jellyfish Filter, OceanGuard and GPT) and the removal of Stormwater Waste from the Equipment (up to the Maximum Pollutant Load per Cartridge and within the GPT Maximum Storage Capacity), on and subject to the terms and conditions set out in this document.</p> <p>Stormwater Waste means pollutants and concentrations generated in typical stormwater run-off defined as the pollutants (gross pollutants suspended solids, metals, nutrients and hydrocarbons only) that exist within stormwater run-off (that are generated from fully developed and stabilised (once building and construction work ceases) residential, commercial and light industrial (non-manufacturing) catchments and exhibit "typical" pollutant concentrations only as prescribed in "Managing Urban Stormwater: Harvesting and Reuse" published by the Department of Environment and Conservation NSW, 2008.</p>	
Estimated Maintenance Frequency - StormFilter : 12 Months	Cartridge Type: <input checked="" type="radio"/> 690mm <input type="radio"/> 460mm <input type="radio"/> 310mm
Estimated Maintenance Frequency - OceanGuard : 6 Months	Maximum Pollutant Load per StormFilter Cartridge (in kgs) : 100
Estimated Maintenance Frequency - Jellyfish Filter: N/A	Maximum Pollutant Load per Jellyfish Filter Cartridge (in kgs): N/A
Estimated Maintenance Frequency - GPT : N/A	GPT Maximum Storage Capacity (tonnes) : N/A



MAINTENANCE SPECIFICATIONS		
<input checked="" type="checkbox"/>	Certification Services	Estimated Certification Frequency: Every 12 Months
Authorised Additional Services Amount: \$ 200.00		
Current rate for removal of Stormwater Waste in excess of Maximum Pollutant Load per Cartridge:		\$ 300.00 per tonne
Current rate for removal of Stormwater Waste in excess of Jellyfish Filter Pollutant Load per Cartridge:		\$ N/A per tonne
Current rate for removal of Stormwater Waste in excess of GPT Maximum Storage Capacity:		\$ N/A per tonne

TERM	
	If a Facilities Management Plan is referred to in this Schedule: the Term is the "Term" referred to in the Facilities Management Plan and the Commencement Date is the "Commencement Date" referred to in the Facilities Management Plan.
	If a Facilities Management Plan is not referred to in this Schedule:
	Commencement Date: as per sign date
	Term: 120 months from the Commencement Date.

SERVICE CHARGES	
	If a Facilities Management Plan is referred to in this Schedule the charges for the Maintenance Services are included in the Rental Payments payable under the Facilities Management Plan. Any Additional Services will be charged at our prevailing rates and invoiced separately.
	If a Facilities Management Plan is not referred to in this Schedule:
Billing Periods:	<input type="radio"/> Monthly <input type="radio"/> 4-Monthly <input type="radio"/> Half-Yearly <input checked="" type="radio"/> Yearly
Maintenance Services Charge:	\$ 1,762.00 plus \$ 176.20 GST = \$ 1,938.20 per billing period
Maintenance Services Charges are due and payable in advance on the 7th day of each Billing Period throughout the Term and are subject to adjustment in accordance with the terms and conditions set out in this document. Any Additional Services will be charged at our prevailing rates and invoiced separately.	
Specified Percentage Increase (for Maintenance Services Charge): 4.5 %	

ACCOUNTS PAYABLE CONTACT	
Contact person:	Kim Nunn
Telephone number:	07 4966 2000
Email address:	accounts@shepapropertygroup.com.au

SIGNATURE OF CUSTOMER	
You acknowledge and confirm that: (1) you have read and understood and agree to be bound by the Terms and Conditions set out in this document; and (2) all information provided by you is true and correct.	
Signed for and on behalf of the Customer by a duly authorised officer of the Customer, who warrants that he/she has authority from the Customer to execute on its behalf and all information provided is true and correct.	
Signature of Customer:	Signature of Witness:
Date: 3/5/23	Date: 03/05/2023
Name: Christie Leet	Name of Witness: Jake Landon
Title/Position: CEO	Address of Witness: 1928 Gold Coast Hwy
Telephone number: 0407 775 488	Miami, QLD, 4220

SIGNATURE OF NATIONAL MAINTENANCE SOLUTIONS PTY LTD	
Authorised Officer: <i>fm</i> Fotos Melaisi	Date: 04/05/2023
National Maintenance Manager	

Services Agreement – Terms and Conditions

1. Definitions and Interpretation

In this Agreement, unless the context otherwise requires: Billing Period, Commencement Date, Equipment, Equipment Location, Facilities Management Plan, Maintenance Specifications, Maintenance Services, Maintenance Services Charge, Maximum Pollutant Load per Cartridge, Services, Stormwater Waste and Term are as defined or referred to in the Schedule; ACL means The Australian Consumer Law as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth); Additional Services has the meaning provided in clause 3(2); Additional Services Charges has the meaning provided in clause 4(4); Annual Recurrence Interval (ARI) has the meaning provided by the Bureau of Meteorology's Australian Water Information Dictionary; Business Day means any day on which banks are open for business in Australia, other than a Saturday or Sunday; GPT or Gross Pollutant Trap is as defined in the Schedule, and incorporates any or all Vortensity, Vortcapture and / or Vortechs product to which this Plan applies; GST means goods and services tax levied under A New Tax System (Goods and Services Tax) Act 1999 (Cth) and related legislation; Hazardous Waste means any waste material classified as "Hazardous Waste" or otherwise identified as having specific handling and disposal requirements by the Department of Sustainability, Environment, Water, Population and Communities; Schedule means the Schedule to this Agreement; words importing the singular include the plural and vice versa; headings shall be ignored in construing this Agreement; if any party is comprised of more than one person, those persons' obligations are joint and several; references to a party include references to that party's legal personal representatives, successors and permitted assigns; references to persons include references to corporations and other bodies and entities; references to statutes include all statutes amending, consolidating or replacing such statutes; and a reference to "\$" or "dollars" is a reference to the lawful currency of the Commonwealth of Australia.

2. Term

This Agreement commences on or with effect from the Commencement Date and, subject to clause 12, shall continue for the Term.

3. Provision of Services

(1) We will provide the Maintenance Services at the Equipment Location, at the Estimated Maintenance Frequency and at the times specified in clause 7. For the avoidance of doubt, Maintenance Services does not include any cleaning or maintenance of, removal from or other services in relation to the Equipment (including the StormFilter, OceanGuard, JellyFish and GPT) for or in respect of any Hazardous Waste, aggregates, concrete, debris, plastic, shingle, sediment or other waste contained on or within runoff derived from a 1 in 5 year Annual Recurrence Interval (ARI) or flood event, construction run-off or any other waste material other than Stormwater Waste. (2) We may, and you authorise us to, provide services in relation to the Equipment which are outside of and/ or in addition to the Maintenance Services (Additional Services) (provided that where the cost of any Additional Services exceeds the Authorised Additional Services Amount specified in the Schedule, we will obtain your consent prior to undertaking those services). Such Additional Services may include, without limitation: (a) the cleaning or maintenance of the Equipment that does not fall under the scope of Maintenance Services (including, without limitation, the removal from the Equipment of any Stormwater Waste which is in excess of the Maximum Pollutant Load per Cartridge or the GPT Maximum Storage Capacity specified in the Schedule); (b) any additional time expended by us (including reasonable waiting time for any of our personnel at the Equipment Location) in performing the Maintenance Services as a result of any failure by you to comply with your obligations under clause 9 or any operation of the Equipment under abnormal conditions (including mains fluctuations or any contamination of the Equipment); (c) any additional time or costs expended by us arising from any delays or difficulties in accessing the Equipment Location or the Equipment (or any part of it) which are outside of our control; (d) the supply and installation of consumables specific to the Equipment, other than in accordance with the

Maintenance Specifications or other than where such consumables can be supplied and installed as part of the Maintenance Services without significant additional expense or increase in the time required to perform the Maintenance Services; (e) the supply of any consumables used by us to perform the Maintenance Services, in particular, any substances used to clean and maintain the Equipment; (f) clearing any gas accumulated in the Equipment that cannot be cleared by natural means (for example, ventilation); (g) the cleaning, maintenance, removal, handling, uplifting, treatment or disposal of any Hazardous Waste or any other waste material other than Stormwater Waste; (h) undertaking any remedial work in respect of the Equipment in accordance with clause 8(3); (i) undertaking any instruction or training in respect of your safety procedures and other requirements for accessing the Equipment Location; (j) pedestrian or traffic control; (k) removing pit covers using hydraulic or other similar means.

4. Charges

(1) If a Facilities Management Plan is referred to in the Schedule, then the charges for the Maintenance Services are included in the Rental Payments payable under the Facilities Management Plan. (2) If a Facilities Management Plan is not referred to in the Schedule, you must pay the Maintenance Services Charges at the times referred to in the Schedule. (3) If a Facilities Management Plan is not referred to in the Schedule, on each anniversary of the Commencement Date, we may increase the Maintenance Services Charges prevailing at the relevant time by the greater of: (a) any increases in the Index over the preceding 12 months; and (b) an amount (determined by us) of not more than the Specified Percentage Increase set out in the Schedule. "Index" means the Consumer Price Index (All Groups weighted average of eight capital cities) published by the Australian Bureau of Statistics (or an equivalent index, in the event that such index is discontinued or suspended). A certificate by us as to any increase in charges will be conclusive and binding on you. (4) Whether or not a Facilities Management Plan is referred to in the Schedule, we will invoice you separately at rates from time to time prevailing for the provision of any Additional Services (Additional Services Charges), which must be paid by you within 14 days of the date of each such invoice. Where current rates are specified in the Schedule, these will be subject to change in accordance with any changes in prevailing rates. (5) You must reimburse us on demand for the amount of any GST payable on any supply made by us under or in connection with this Agreement. (6) You must pay interest on any amount due but unpaid under this Agreement at 2% calculated from the due date for payment until the date on which the amount is paid. Such interest shall be calculated daily and is payable on demand. (7) You must pay all payments under this Agreement by way of direct debit or in such other manner as we may from time to time direct in writing. (8) All payments by you must be paid on demand or as provided for in the Schedule in funds that are immediately available to us. If a date for payment: (a) is not a Business Day, payment must be made on the preceding Business Day; or (b) falls on a day not contained in a month, the payment must be made on the last day of that month.

5. Hazardous Waste

(1) You must promptly inform us of any spill or activity on or proximate to the Equipment Location or catchment which may result in Hazardous Waste entering the Equipment. (2) We will not be liable for removing, uplifting, treating or disposing of any Hazardous Waste unless specifically agreed between you and us, in which case such services will be provided by us as Additional Services pursuant to clause 3(2). You must provide an appropriate facility at the Equipment Location to enable us to store any Hazardous Waste and pay or reimburse us all costs and expenses incurred by us in handling any Hazardous Waste. (3) You acknowledge that we may be convicted or otherwise held liable under statute or regulation as a result of your actions, inaccuracies or omissions in the description of the Hazardous Waste and its collection, deposit or retention. You agree to indemnify us and keep us indemnified against all losses,

liabilities, fines, costs, expenses and damages in respect of any prosecution, claim, action or conviction against us arising from or in connection with any such action, inaccuracy or omission by you.

6. Maintenance Personnel

(1) We will perform the Services using appropriately trained and qualified personnel. (2) We may subcontract the provision of any of the Services to a third party, provided that we will remain primarily liable to you for the provision of such Services.

7. Maintenance Times

(1) We will perform the Maintenance Services on the Equipment at the Estimated Maintenance Frequency specified in the Schedule and in accordance with the Maintenance Specifications. (2) The Maintenance Services and any Additional Services will be performed at a time agreed upon between you and us. If either party is unable to comply with the agreed time for the Services as a result of unforeseen events outside that party's control, it will notify the other party as soon as reasonably practicable, and you and us will agree another suitable time. (3) We will perform the Services between 9.00am and 5.00pm on Business Days agreed between you and us. If you require the Services to be performed outside these hours, an after-hours surcharge may be charged by us at our prevailing standard rates.

8. Certification Services

(1) Where "Certification Services" is selected in the Schedule, we will at the Estimated Certification Frequency specified in the Schedule: (a) inspect the Equipment to ascertain whether it complies with our operations and maintenance procedures and requirements (the Requirements); (2) where the Equipment complies with the Requirements, issue a certificate to you confirming this (Compliance Certificate); and (3) where the Equipment does not comply with the Requirements, advise you and work with you to complete any remedial work required to enable a Compliance Certificate to be issued, provided that the cost of such remedial work will be borne by you and any services provided by us will be charged as Additional Services, unless they fall within the scope of the Maintenance Services.

9. Consumables

If a Facilities Management Plan is referred to in the Schedule, we will replace any consumables supplied with the Equipment (including, without limitation, OceanGuard bags and broken filter cartridges) requiring replacement due to reasonable wear and tear or normal operating conditions (Authorised Conditions). For the avoidance of doubt, we will not be responsible for the replacement of any such consumables where the requirement for replacement arises other than due to Authorised Conditions, including, without limitation, a flood event or deliberate damage caused to the consumables.

10. Co-operation

(1) You must: (a) operate the Equipment at all times in accordance with the Facilities Management Plan (if applicable) and any specifications for the Equipment; and (b) comply with our reasonable instructions and directions in respect of the maintenance and operation of the Equipment. (2) You must grant access to the Equipment Location and make the Equipment available to our personnel and subcontractors to allow the Services to be provided. (3) You must notify us of any special safety regulations or other requirements for accessing the Equipment Location that must be observed by us during the performance of the Services and you must, prior to the commencement of any such Services, explain such requirements to our personnel and provide such additional training in respect of such requirements as may be reasonably necessary to ensure that our personnel can provide the Services safely and effectively. If any such instruction or training results in a significant increase in the time required to perform the Services, we may charge Additional Services Charges in respect of such increase. (4) Where we attend the Equipment Location to perform any Services, you must inform our personnel of any problems or other variations from the normal operation of the Equipment and will provide such other infor-

mation as our personnel may reasonably require in relation to the operation of the Equipment. (5) You must not, at any time without our prior written consent: (a) modify, repair or maintain the Equipment or permit any third party to do so; or (b) use any accessories or consumables as part of the operation of the Equipment other than in accordance with the specifications for the Equipment.

11. Acknowledgements

(1) You acknowledge and agree that: (a) to the full extent permitted by the ACL and other applicable laws, all express and implied terms, conditions, representations, warranties and guarantees are excluded and we do not give any guarantee, representation, warranty or assurance as to the care and skill, fitness for purpose or time for supply in relation to the provision of the Services. Nothing in this Agreement, however, will exclude, restrict or modify any rights or remedies which you may have for failure to comply with a guarantee under the ACL or any other applicable law; (b) to the full extent permitted by the ACL and other applicable laws, we are not liable for any indirect, consequential or economic loss or damage (including, without limitation, loss of profit) arising under or in connection with this Agreement; and (c) in any event, to the full extent permitted by the ACL and other applicable laws, our liability under or in relation to this Agreement or the provision of the Services (to the extent that the ACL does not apply) or for failure to comply with a guarantee under the ACL (subject to section 64A(3) of the ACL) (to the extent that the ACL applies), is limited to, at our option, one or more of the following: (i) in the case of goods supplied, to one or more of the following (as we may determine): replacing the goods or supplying equivalent goods, repairing the goods, paying the cost of replacing the goods or of acquiring equivalent goods, or paying the cost of having the goods repaired; (ii) in the case of services supplied, to one or more of the following (as we may determine): supplying the services again or paying the cost of having the services supplied again. (2) You acknowledge that the Services and any replacement parts or consumables supplied in connection with the Services will be supplied to you for business purposes. (3) You must: (a) immediately notify us where you become aware of any problem with or damage to the Equipment; and (b) take all reasonable steps to mitigate the effect of any problem or damage. (4) Where appropriate, reconditioned parts may be used instead of new spare parts. We will own any parts removed from the Equipment.

12. Insurance

You must, at your own cost, effect and keep current throughout the Term with a reputable and solvent insurer: (a) insurance for such amount of cover as is reasonably required by us against any loss, damage or injury of any kind whatever and however caused to any person or property arising out of the Equipment or its use, under a policy covering all such risks, including claims by third parties; and (b) insurance against any other loss, damage, injury or risk which we may reasonably require from time to time.

13. Termination

(1) We may terminate this Agreement if: (a) you breach any provision of this Agreement and fail to rectify that breach within ten (10) Business Days of written notice from us; or (b) you enter into, or any steps are taken to have you enter into, liquidation, provisional liquidation, receivership, receivership and management, administration, bankruptcy or any arrangement, reconstruction or composition with your creditors or any of them, or a controller is appointed with respect to any of your assets, you become unable to pay your debts to any person as they become due or you otherwise become insolvent; or (c) if a Facilities Management Plan is referred to in the Schedule, the Facilities Management Plan is terminated. (2) Termination of this Agreement is without prejudice to any remedies available to us and any rights or obligations of the parties that accrued prior to the time of termination.

14. Representations and Warranties

(1) You represent and warrant to us that: (a) you have full authority and all necessary consents to enter into and perform your obligations under this Agreement; and (b) the execution and performance by you of this Agreement will

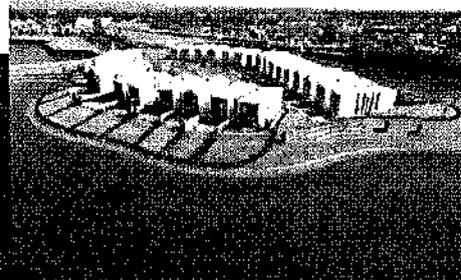
not result in a breach of, or constitute a default under, any instrument to which you are a party or by which you are bound or violate any laws. (2) If you enter into this Agreement as a trustee of a trust (the Trust), then, you represent and warrant to us that: (a) you enter into this Agreement for a proper purpose of the trust; (b) you have power and authority under the Trust to enter into this Agreement; and (c) you have the right to be indemnified fully out of the trust property before the Trust's beneficiaries for all liabilities you incur under this Agreement.

15. General

We will not be responsible for any delay of failure to perform our obligation under this Agreement to the extent that such delay or failure is due to any cause beyond our reasonable control. (2) You must not assign, transfer or otherwise deal with any of your rights under this Agreement without our prior written consent. We may assign, transfer or subcontract any of our rights and obligations under this Agreement without your consent. (3) No waiver of any breach of this Agreement will be effective unless such waiver is in writing and signed by the party against whom such waiver is claimed. No waiver of any breach will be deemed to be a waiver of any other or subsequent breach. (4) You irrevocably authorise us to set off without notice any money held by us on any account of yours against any money owing by you to us or any of our related bodies corporate. You must not exercise any right of set-off on any account. (5) This Agreement will be governed by and construed in accordance with the laws of New South Wales. (6) If any provision of this Agreement is found to be invalid or unenforceable in any jurisdiction, it will have no force or effect in that jurisdiction and will be severed from this Agreement in that jurisdiction without affecting the remaining provisions and without affecting the operation of this Agreement in any other jurisdiction. (7) You authorise us to insert the Commencement Date in the Schedule once the date of delivery of the Equipment is known (if a Facilities Management Plan is not referred to in the Schedule) and to complete and amend any other blank, incomplete or inaccurate particular appearing in the Schedule and to otherwise complete all necessary formalities to render this Plan complete and enforceable. (8) Any notice to or by a party to this Agreement: (a) must be in writing addressed to the other party or parties to this Agreement; (b) may be delivered in person, by pre-paid post or by facsimile transmission; and (c) is regarded as given by the sender and received by the addressee: (i) if by delivery in person, when delivered to the addressee; (ii) if by pre-paid post, on the third day after posting; and (iii) if by facsimile transmission, when transmitted to the addressee (provided that a report from the sending machine confirms successful transmission).

SPECIAL CONDITIONS	
NIL	

ATTACHMENT "E"
FLOOD EMERGENCY MANAGEMENT PLAN



The experience you deserve >



536 Marine Parade, Biggera Waters

Flood Emergency Management Plan

Client: Caneherd Pty Ltd

Project No: BE210250

Document No: BE210250-RP-FEMP-01

September 2021

The experience you deserve 

Document Control Record

Prepared by:	Nathan McDonald
Position:	Environmental Planner
Signed:	
Date:	23.09.2021

Approved by:	Philip Bell
Position:	Principal Engineer – Civil, Water & Environment RPEQ 1802
Signed:	
Date:	23.09.2021

Version No.	Description	Date	Prepared	Approved
00	DA Issue	13.04.2016	NM	PB
01	Other Change	27.07.2021	NM	PB
02	RFI Response	23.09.2021	NM	PB

Recipients are responsible for eliminating all superseded documents in their possession

Coote Burchills Engineering Pty Ltd ACN: 166 942 365

Level 2, 26 Marine Parade SOUTHPORT QLD 4215
PO Box 3786, Australia Fair SOUTHPORT QLD 4215
Telephone: +61 7 5509 6400

Level 14, 167 Eagle Street BRISBANE QLD 4000
PO Box 83, BRISBANE QLD 4000
Telephone: +61 7 3606 0201

Level 1, 91 Landsborough Avenue SCARBOROUGH QLD 4020
PO Box 238, SCARBOROUGH QLD 4020
Telephone: +61 409 935 884

Level 3, 16 East Street IPSWICH QLD 4305
Telephone: +61 429 056 347

Email: admin@burchills.com.au

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Executive Summary

Burchills Engineering Solutions (BES) were engaged by Caneherd Pty Ltd amend the existing Flood Emergency Management Plan (FEMP) as part of an 'Other' Change application for the approved residential high-rise development located at 536 Marine Parade, Biggera Waters, properly described as Lot 1 RP89905 (the 'subject site').

The Other Change application seeks to amend the existing development permit (Reference: MCU201600585) which approved the establishment of nine (9) multiple dwelling units on the subject site. The change application seeks to amend the existing design, reducing the scale and yield of the original approved design. The application will be subject to Code Assessment due to complying with the mapped building height.

It should be noted that the original application was approved by appeal to the Planning and Environment Court on 27 July 2017 (5116 of 2016) following an appeal by the applicant against the deemed refusal issued by the City of Gold Coast Council in relation to the development proposal.

The Information provided covers the following aspects:

- Flood risk;
- Preparation for flooding;
- Who is responsible;
- Maintenance of the flood management activities;
- Flood warning systems; and
- Education of residents.

A FEMP is required due to the location of the subject site and parts of the adjacent road network within the coastal storm tide zone and is not flood free in the regional 1% Annual Exceedance Period (AEP) (100 year) event. In particular, the site does not strictly comply with PO-11 of the council flood overlay code. The FEMP describes how the residential population of the building will be managed during a flood event emergency.

It is recommended that the responsible person (Body Corporate Chairperson) in consultation with the Body Corporate review the contents of this report and adjust the procedures to meet the specific requirements of the occupants and residents as they evolve with the development.

The BM shall be responsible for appointing a Flood Warden(s) to ensure the smooth implementation of the plan.

This report should be updated regularly and issued to residents / occupants at least once a year as part of the annual review process.

It is recommended that refuge in place be the overarching emergency strategy.



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This report concludes that residents' homes provide a safe refuge during a flood emergency, with finished floor levels of all residential units above the Probable Maximum Flood (PMF) level of 3.2m AHD. While inundation from storm surge events will periodically isolate the development, flooding of the surrounding road network, the inundation will be for a maximum period of up to 10hrs. As such, refuge in place is the preferable option for residents during a flood event.

This version of the Flood Emergency Management Plan (02) has been prepared to address matters raised within Council's Request for Information (RFI) issued on 25 August 2021. In particular item 15 of the RFI requests the provision of additional information in relation to the FEMP. Table 1 below addresses matters raised within the Council RFI.

Item	Matter	Response
15	<p>Hydraulic Engineering</p> <p>Flood Risk and Flood Isolation The site is subject to flooding without having flood free access or egress. The evacuation routes are subject to inundation by more than 0.60m and flood free land is not located within close proximity of the site. As such, the degree of flood hazards of the site is considered to be of medium to high while the same for the evacuation routes is considered to be high to extreme categories. The applicant has submitted a flood emergency management plan (FEMP) prepared by Burchills Engineering Solutions, dated 27 July 2021. Officers have determined that the FEMP did not include a number of important aspects of the flood management strategies. For example, the applicant has not identified the isolation duration for the probable maximum storm surge (PMS) flood event. The early evacuation strategy as well as the evacuation routes and flood free land has not been identified either. The FEMP also provided incorrect information in relation to PMF/PMS flood level. Considering the above, the applicant is requested to amend the FEMP to include (but not limited to) the following:</p>	
a)	Expected Content in the FEMP is required to be in accordance with Council's (draft) guidelines for On-site flood emergency management. (The relevant sections of the draft guidelines can be obtained upon request).	Noted – FEMP has been amended to include all requirements of the Guideline for On-site Flood Emergency Management.
b)	Though the FEMP recommends that refuge in place would be the overarching emergency strategy, Section 4.1 and 4.2 of the report also indicated the possibility of early evacuation. Please note that the planning for evacuation should be influenced by many factors including the inundation depth, particularly the depth at the lowest points, mode of evacuation and distance from the site. Please also note that the early evacuation may be impacted by other unforeseen uncertainties such as traffic congestion, vehicle break-down, road closure etc. To avoid these challenges, the flood emergency management strategy	Noted – Reference to Early Evacuation has been removed with refuge in place the only applicable strategy for the development.



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	<p>should only depend on the shelter-in-place option. Should the flood management strategies include the early evacuation option, we request the applicant to provide the following information:</p> <ol style="list-style-type: none"> i. A plan clearly showing the evacuation route/s, location and distance to the place of refuge. ii. It is not clear as to how the applicant identified the evacuation period less than 15 minutes, as reflected in Section 3.5 in the FEMP. As indicated above, the planning including the time to commence and/or stop the evacuation should be related with the mode of transport, distance, time required for each trip by considering ideal and extreme climatic and chaotic such as traffic congestion, vehicle break-down, road closure etc. 	
<p>c)</p>	<p>Identify the isolation duration for events up to the PMF/PMS flood. Should the isolation duration be greater than 48 hours, a generator is required to be considered as the main source of alternative power supply. In this connection, please identify the location of generator and fuel tank on floor plans and elevation plans. This location is required to be above the Probable maximum flood (PMF) level and not generally accessible by occupants (except authorised person).</p>	<p>The site is located adjacent to the Gold Coast Broadwater and is subject to flooding which is dominated by storm surge. Flooding is therefore expected to last for an extended tidal period of 8 – 10 hours (an extended tidal cycle). As such, the provision of a generator will not be required.</p>
<p>d)</p>	<p>The FEMP indicated that the PMF/PMS flood level varies in the range of 2.60m AHD to 2.80m AHD. Please note that the PMS level of the site and the surrounding area has been determined by Council at 3.20m AHD. The applicant is requested to amend the FEMP and relevant development plan/s to reflect the correct PMS level.</p>	<p>Noted. Reporting has been amended to reflect provided PMF levels.</p>



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- Appendix B – Design Drawings





1. Introduction

Burchills Engineering Solutions (BES) were engaged by Caneherd Pty Ltd amend the existing Flood Emergency Management Plan (FEMP) as part of an 'Other' Change application for the approved residential high-rise development located at 536 Marine Parade, Biggera Waters, properly described as Lot 1 RP89905 (the 'subject site').

The Other Change application seeks to amend the existing development permit (Reference: MCU201600585) which approved the establishment of nine (9) multiple dwelling units on the subject site. The change application seeks to amend the existing design, reducing the scale and yield of the original approved design. The application will be subject to Code Assessment due to complying with the mapped building height.

It should be noted that the original application was approved by appeal to the Planning and Environment Court on 27 July 2017 (5116 of 2016) following an appeal by the applicant against the deemed refusal issued by the City of Gold Coast Council in relation to the development proposal.

This FEMP is required due to the location of the subject site and adjacent road network within the coastal zone and are subject to periodic inundation from storm tide events. The report provides information about the potential flood risks and appropriate courses of action to be taken before, during, and after a major flood event.

Information presented in this report will ultimately be used by the Body Corporate Chairperson and body corporate of the building to create site specific flood emergency management plan for distribution to owners and occupiers of buildings and to fully inform stakeholders of their responsibilities in accordance with the FEMP.

1.1 Site Description

The subject site is located at 536 Marine Parade in Biggera Waters and is properly described as Lot 1 RP 89905. The lot itself is relatively flat and contains no vegetation of any consequence.

The site is trapezoidal in shape and has an area of 728m². The site is serviced by Marine Parade which constitutes the sites eastern boundary. The site is bound by apartment complexes to the north and south and a residential dwelling to the west.

The site contains a single storey brick dwelling and separate brick garage/shed. The site has been completely cleared of its natural vegetation cover and is predominantly covered by grass, with a number shrubs and mature trees present along the sites southern boundary.

Figure 1.1 shows the location of the subject site. Figure 1.2 shows an aerial photograph of the subject site which depicts the sites current state.



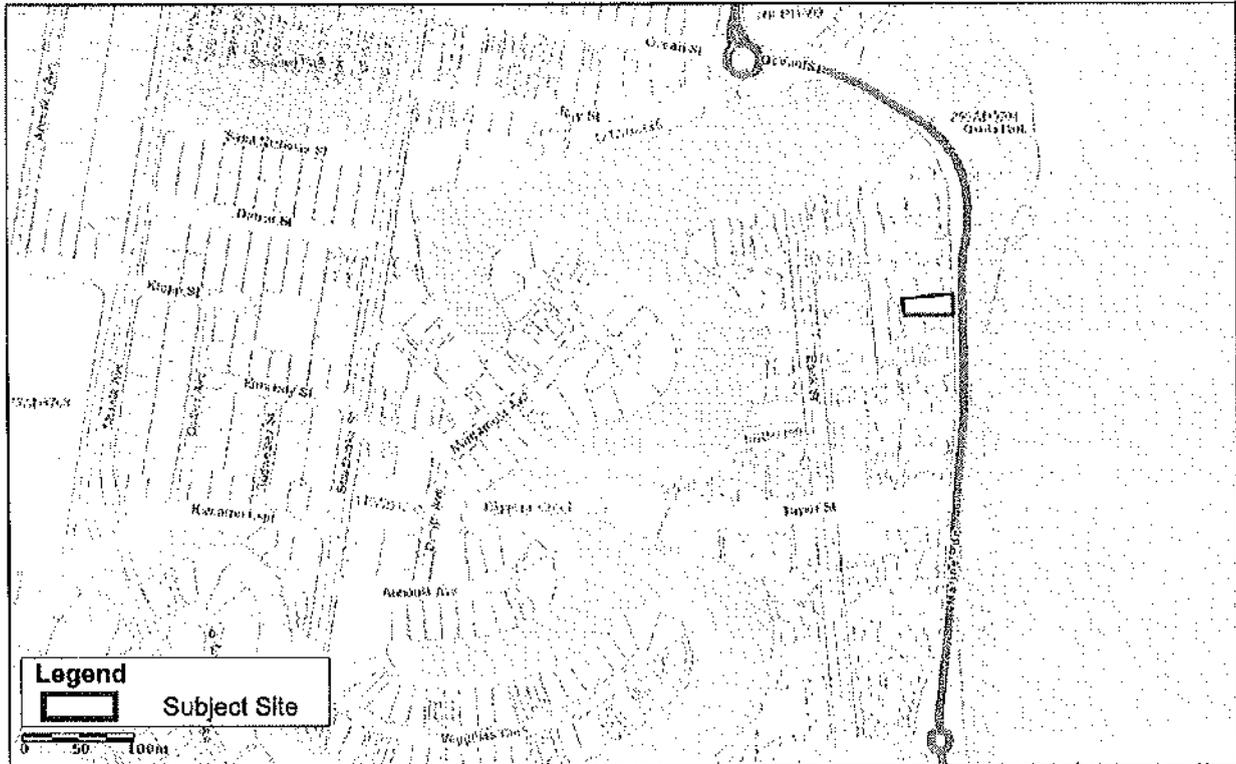


Figure 1.1 Locality Plan (Courtesy: SPP)



Figure 1.2 Aerial Photograph (Courtesy Nearmap)



1.1.1 Description of Development

The Other Change application proposes to amend the existing approved 11 storey residential unit complex, reducing both the scale and yield of the approved development. The application will be subject to Code Assessment due to complying with the mapped building height. A comparison between the approved development and the design proposed as part of the Other Change application is provided in Table 3.1 below.

Table 1.1 Development Summary

	Approved DA (MCU201600585)	Other Change Application
Height	11 Storeys (42.73m)	9 Storeys (28.6m)
Yield	9 Residential Units	7 Residential Units
Density	27 Beds	22 Beds
Car Parking	20 Car Parks (18 x Residents Car Parks & 2 x Visitor Car Parks) provided at basement level.	17 Car parks (14 x Residents Car Parks & 2 x Visitor Car Parks) provided at ground.
Recreation Facilities	Residents Lounge, Library & Gardens	BBQ area, gardens and pool on Level 1

For further details regarding the design of the development, please refer to design drawings prepared by Mode Design attached as Appendix A.

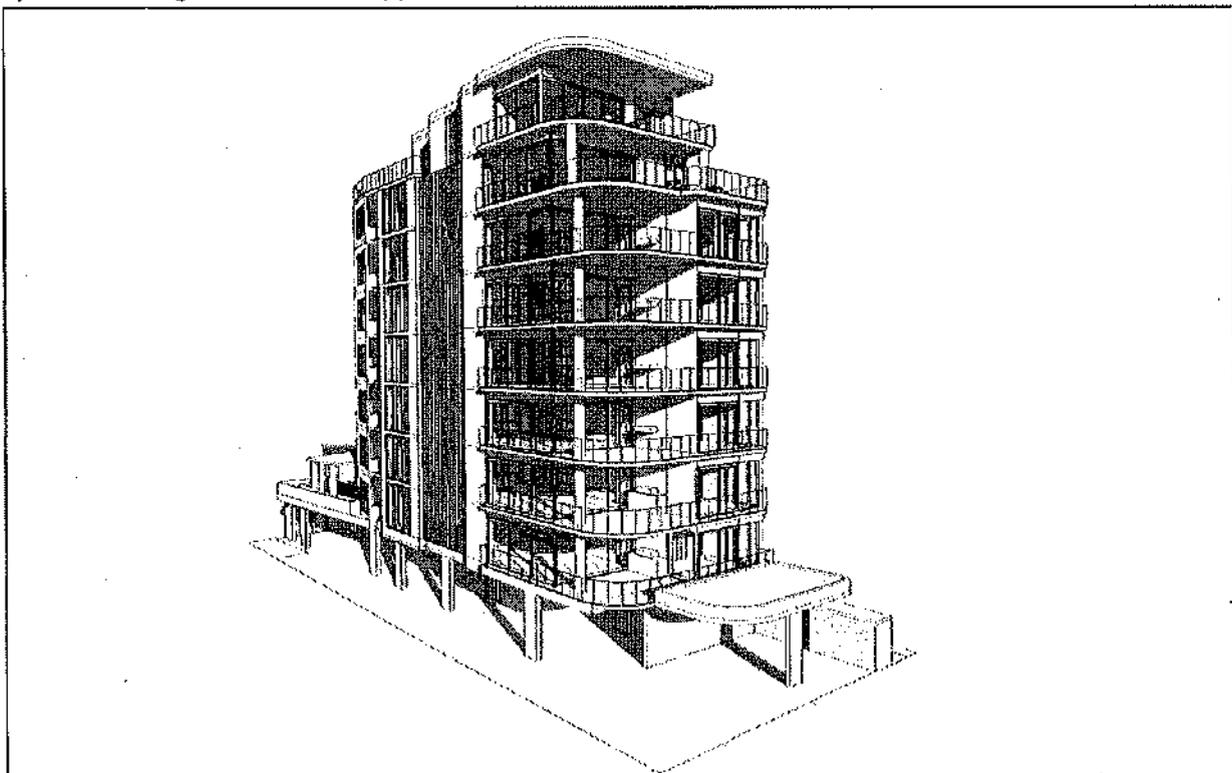


Figure 1.3 Proposed development at 536 Marine Pde, Biggera Waters (Courtesy: Mode Design)





1.1.2 Topography and Drainage

The subject site has a high point of 1.77m located in the centre of the site. Runoff originating to the east of this point generally drains to the sites north-eastern corner as overland flow, discharging to kerb and channel located in Marine Parade as sheet flow. Runoff captured by the existing residential dwelling and garage structure discharges to Marine Parade via kerb adaptor.

Runoff entering into Council's stormwater drainage system within Marine Parade ultimately into the Broadwater.

Runoff originating to the west of the sites high point drains to a low point at the rear of the site. Runoff originating on sites located to the north, south and west enters onto the site and pools at this point.

1.1.3 Site Operations

The building will be occupied predominantly by owners, and some longer stay tenants rather than holiday makers, and will be managed by a Body Corporate Committee that will appoint an Apartment Resident Manager to enforce body corporate by-laws and to manage the day-to-day operations of the building, security, and maintenance. Visitors will be controlled by the Body Corporate Chairperson to ensure that parking is orderly and that visitor car parks are properly utilised.

The Body Corporate Chairperson will have powers to enforce the education of residents and visitors as to the flood risk and to carry out regular training in respect of the requirements of this Flood Emergency Management Plan. The apartments are to be constructed with the floor level located above the Q100 & PMF flood levels.

1.1.4 Persons at Risk

The flood risks described in this FEMP are equally applicable to any person attending the site including staff, residents, and visitors. The peak population at the proposed site was calculated as follows:

- 7 residential units = 35 persons (maximum)
- Visitors = 10 persons
- Total persons at risk = 45 persons

A total of 17 car parking spaces are provided by the development. All parking spaces are at grade and are subject to flooding during the 1% AEP to a medium hazard (600mm).





2. Flood Likelihood and Risk

2.1 Weather During Flood Events

The seasonality of flooding in the region is the result of two distinct weather patterns; ex-tropical cyclones and intense tropical low depressions close to the coast.

In the early months of the year, tropical cyclones originating in the Coral Sea may move south and have been known to produce rains of duration and intensity high enough to cause a flood in the southern river catchments.

Another potential cause of flood events is the development of intense depressions close to the coast which usually form off either southern Queensland or northern NSW in a trough from the Coral Sea or from a shallow system.

Rain depressions can develop at any time of year, but are most likely when sea surface temperatures are high and the air is humid. Therefore, most flood events occur in the summer months and over the first half of the year.

Rainfall patterns are also dependant on weather patterns that occur throughout the year. Flooding is more prevalent in a La Nina year when rainfall is significantly greater than the average rainfall. Flooding may also occur due to storm tide driven by an extended low pressure system and an easterly or south easterly system in the Coral Sea.

2.2 Historical Flooding

Since river height records began in 1920, there have been six floods which have caused moderate to major flooding in the Pimpama-Coomera-Nerang-Tallebudgera-Currumbin River/Creek System. Four of these, 1931, 1947, 1954 and 1974, were the results of cyclonic activity.

Another potential cause of flood rain events is the development of intense depressions close to the coast which usually form off either southern Queensland or northern NSW in a trough from the Coral Sea or from a shallow system. The 1967 flood event resulted from a moist tropical low-pressure system and the 1974 event was the result of thunderstorm activity associated with a trough extending through the area. It is noted that the subject is not subject to fluvial flooding from Biggera Creek.

2.3 Flood Probability

Of interest to inform the flood risk at the site is, *what is the likely-hood of persons and property being present when a flood occurs?*

This is assessed on the basis of consideration of the probability of a flood at any time multiplied by the probability of persons and property being on site at that time.

Table 2.1 below shows the probabilities for various flood events occurring whilst residents are in the building. As the proposed development is intended for residential use it is assumed it will be occupied 24 hours per day, 7 days per week. Therefore, it is likely the building will be fully occupied at the time of the designated storm event.

Accordingly, it is likely that the building will be occupied at the time of a flood event.





Table 2.1 Flood Probabilities

Flood Average Recurrence Interval	Chance of occurring when people present on site	Effective Average Exceedance Probability
1 in 5 year	1 in 5	20%
1 in 20 year	1 in 20	5%
1 in 50 year	1 in 50	2%
1 in 100 year	1 in 100	1%
Extreme event (1 in 500)	1 in 500	0.2%

It should also be noted that the extreme event which has been modelled is not the largest flood which could affect the site. The probable maximum flood (PMF) would have somewhere between a 1 in 10,000 and 1 in 1,000,000 chance of occurring in any year. It should be noted that the PMF level for this site is 3.2m AHD.

2.4 Flooding on the Site

The proposed development site is identified by the Gold Coast City Plan as being located within a mapped flood affected area, by the CoGC City Plan 2015 flood overlay. An extract of the flood overlay is presented in Figure 2.1 below.





Figure 2.1 Excerpt of COGC Flood Map for Biggera Waters area (Courtesy CoGC)

The flood affected areas overlay map identifies that during the defined flood event (1% AEP flood event) roads access to the east, west and the south are flooded to a depth of approximately 1.2m. Supporting information for the Flood Overlay provided by the City Plan's Interactive Mapping indicates that the Designated Flood Level at the site is 2.36m AHD. Based on the road levels presented in the site survey (Marine Parade level at 1.61m AHD), the site could be affected by flood water for up to 5 hours in the 100 year ARI critical storm to a depth of 800mm. For all practical purposes, vehicles trapped in carparks will need to remain until flood waters recede.

The council's MIKE Flood model was re-run with a normal tidal event. It is concluded that fluvial flooding in Biggera Creek does not inundate the site nor flood the roads. Accordingly, the storm tide is the trigger for flood on the site.

2.5 Designated Storm Tide Event

A storm surge is a rise above the normal water level along a shore resulting from an extreme weather event, such as cyclones or intense low-pressure systems. A storm surge event could affect the subject site, independent of a fluvial flood event within the Biggera Creek.

Generally, in storm tide events the water level will rise rapidly and cause short term inundation, with flood waters receding with the outgoing tide.





Interrogation of the City of the Gold Coast's MIKE FLOOD model provides a series of hourly storm tide plots for a period of five (5) days (120 hours). Figure 2.2 below depicts a plot of storm tide data provided for the Southport Seaway using the year 2010 100 year ARI event and the year 2100 100 year ARI event (+0.8m sea level rise).

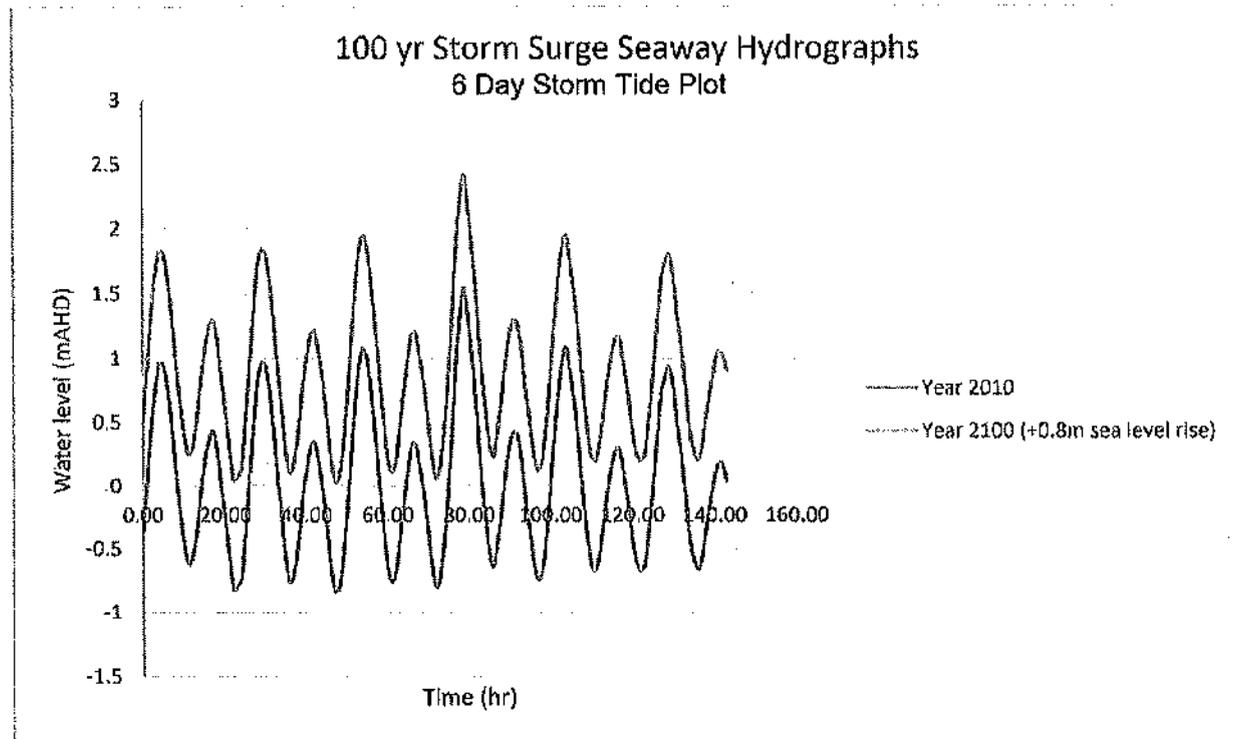


Figure 2.2 CoGC MIKE FLOOD model Storm Surge Plot





Figure 2.3 CoGC MIKE FLOOD model year 2010 map

Figure 2.2 and Figure 2.3 shows modelling undertaken using Council's MIKE FLOOD model identifies that the height of a 100 year ARI storm surge event with the tailwater condition accounting for a future climate change of the year 2100 is the critical event for the site. It is therefore important to identify that this site is affected by storm tide inundation from this event only.

The level of the sites major access has been superimposed onto the storm surge chart in order to identify the periods of inundation to be expected should a storm surge occur. The chart indicates that over the 6 day period, the site access is inundated for periods of between 4-6 hours where the storm surge coincides with a high tide event. It is expected that during a PMF event, the site will be isolated for a maximum period of 8 – 10 hours (an extended tidal cycle).

Please note that Figure 2.4 depicts the year 2100 storm surge event only and does not include a simultaneous fluvial flood event within Biggera Creek.

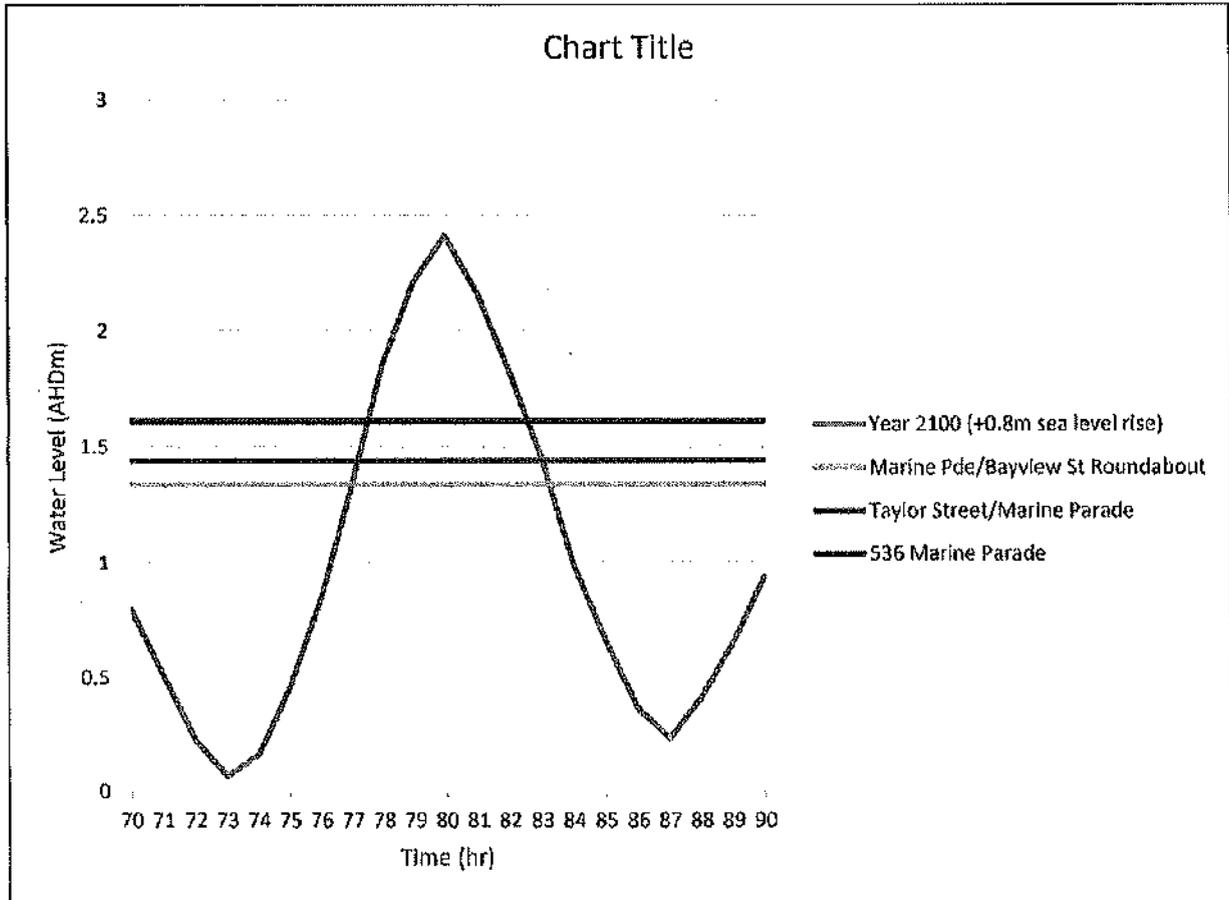


Figure 2.4 CoGC MIKE FLOOD Storm Tide Plot for 536 Marine Parade, Biggera Waters





3. Flood Preparation and Response

3.1 Forecasts and Warnings

Monitoring the weather forecasts and warnings will be an integral step in managing the flood risk at the complex. This will be critical to being able to evacuate the site before flooding commences. As the complex does not have any flood gauges on site to monitor, the responsible person will have to monitor the weather forecasts and warnings mentioned below. The responsible person is defined as the Body Corporate Chairperson.

Flood waters can be expected to rise at a rate of in excess of 0.15 m per hour in a major event. A rain depression forecast with totals to exceed 300 mm in a 12 hour period will induce a rapid rise in river levels which can cause major flooding to occur.

The Bureau of Meteorology (BoM) has forecast rainfall maps which can be used to estimate the amount of rain expected to fall over the next eight and four days, as well as the next 24 hours. This information is available at: www.bom.gov.au/jsp/watl/rainfall/pme.jsp.

Queensland Weather Warnings are issued by the Bureau of Meteorology and can be found at the following link: www.bom.gov.au/qld/warnings/.

As storm tide dictates flooding at this site then the key warning to look out for include Severe Weather Warnings for cyclone systems (of a category 3 system or more) within 200km of the Gold Coast.

To ensure that these warnings are noticed in a timely manner, the responsible person and any other nominated staff will have their mobile phone numbers added to the CoGC contact list for the issuing of SMS alerts for flood watches and flood warnings.

The Bureau of Meteorology also has rainfall and river gauges which show the amount of rainfall that has fallen in the previous 24 hour period and stream gauges which indicate water heights. These can be monitored at: www.bom.gov.au/australia/flood/.

The radar service on the BoM website also shows current rainfall location and intensities. The radar station to be used for the site would be the Brisbane (Mt Staplyton) radar at:

www.bom.gov.au/products/IDR663.loop.shtml#sklp.

3.2 Emergency Response Philosophy

This FEMP recognises that protection of life is of critical and primary importance and the protection of property and motor vehicles is second. Council's preferred strategy for new developments is that the increased population in a flood affected areas should not represent an additional burden on council's emergency response plan and State Emergency Services Staff.

There are generally two strategies available to development situated in the flood plain: evacuation of the subject site; or refuge in place (where the site is flood free). Early evacuation is generally at the core of the emergency response philosophy in the event that flood stranded persons have no flood free refuge or the site is not accessible by emergency services during a flood event.





In this instance, access to the site via emergency service personnel during major storm events will be prevented for several hours as Marine Parade will be periodically inundated during storm surge events. These events extend generally for less than 6 hours.

As such, refuge in place as a primary response is warranted, with residents required to seek shelter in their apartments for the duration of the flood emergency.

The development will have a Body Corporate structure which will be charged with implementing the emergency management strategy. The primary flood risk concern in relation to this development will be residents remaining onsite as an emergency response. It is noted that since tidal flooding is the primary mechanism inundation and isolation is likely to extend for only one tidal cycle.

The Body Corporate Chairperson shall be responsible for co-ordinating the flood management strategy and implementing education and drill procedures. The Body Corporate Chairperson will in turn appoint flood wardens (permanent residents) to assist in the implementation of the emergency response plan.

The key response is to alert all residents of the likelihood of flooding and to advise them that their apartments provide a safe place of refuge during flood emergencies.

3.3 Site Flood Warning System

The storm tide will only be generated during a cyclone event. The trigger for the implementation of the flood emergency management plan will be when a cyclone warning is current for areas to the south of Hervey Bay.

3.4 Responsible Persons

The Body Corporate Chairperson will be responsible for the following flood emergency management measures:

- Ensure all residents and staff are familiar with the FEMP;
- Maintain a register of all phone numbers (for SMS purposes) for all known regular residents and staff for emergency communication purposes;
- Ensure the flood warning system is functional;
- Appoint one (1) flood warden from the resident population to co-ordinate on site activities in respect of the flood management strategy;
- Ensure all signage is in place and instructions posted on the notice board; and
- Maintain a register of residents and staff who would prefer to evacuate in a major regional flood, and details as to where they will evacuate to.

The flood warden is responsible for the following flood emergency management measures:

- Primarily assist the Body Corporate Chairperson in implementing the flood emergency procedure and providing support where required;
- Assist the Body Corporate Chairperson in maintaining the emergency communications register (for SMS purposes for all known regular residents and staff);
- Ensure all signage is in place and instructions posted on the notice board; and



- Operate the boom gate enabling access to the carpark during the flood events to prevent residents or staff from leaving if a flood event has been announced, or enabling access to residents or staff that need to access the site after the boom gate has been lowered.

Figure 3.1 depicts the development hierarchy of people responsible for implementing the Flood Emergency Management Plan.

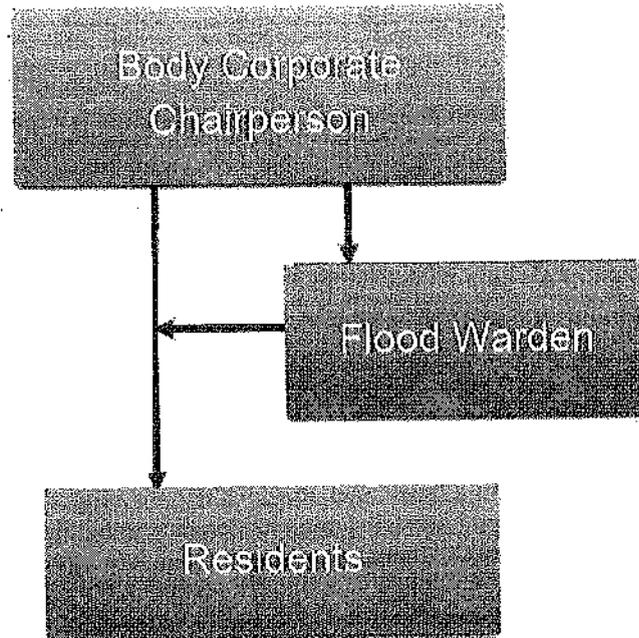


Figure 3.1 Flood Emergency Management Plan Hierarchy

3.5 Time Needed to Evacuate

It is estimated that the apartments will have a maximum of 45 persons on site at the time of a flood event alarm. There will be potentially 17 cars parked on the site.

An evacuation rate of about 120 cars per hour may be achieved, allowing the building to be completely evacuated in less than 15 minutes. This time is dependent on the evacuation being orderly and that all parties know what to do, where to go and what to take. Such actions will need to be accounted for in the building's overall emergency plan.

In addition to the 15 minutes required for evacuation, another 1 hour will be required for response time to the alarm, implementation and notification to residents wanting to evacuate and associated marshalling activities.

It is emphasised again, that the primary emergency response to a flood emergency for the building is for residents to seek shelter in their flood free apartments.





3.6 Flood Risk Management Features

Building and development features should be incorporated into the design to reduce risk to life and maintain building amenity during a flood event. Some of the features included in the design and recommended in this FEMP are outlined below:

3.6.1 Flood Levels

The proposed development has been designed in response to the low-lying nature of the site and its susceptibility to periodic inundation during extreme flood events. The ground floor of the proposed high-rise development will be used for car parking and is to be established at 1.76m AHD, 600mm below the prescribed site DFL. All residential components (habitable rooms) of the proposed development are to be established from the first floor up, with the first floor of habitable units established at 5.46m AHD, well above the PMF level of 3.2m AHD.

3.6.2 Electrical Design

To ensure that flood water does not interact with live electrical circuits, it is recommended that during detailed design the following design measures be incorporated:

- switchboards are installed which automatically shut down when electrical circuits come into contact with water; and
- Electrical outlets in areas below PMF are on separate circuits to those above PMF and safety switches are installed which deactivate circuits when exposed to water.

These design measures will reduce the risk of short circuits resulting in a fire and will ensure the chances of residents coming into contact with live electrical circuits and floodwaters is reduced.

3.6.3 First Aid Requirements

The onsite manager and/or staff members will be required to be trained in first aid and ensure that the currency of the first aid certificates is maintained in accordance with recommended industry standards.

To ensure that sufficient first aid can be delivered onsite, it should be ensured that the following items are provided onsite:

- A fully stocked first-aid kit; and
- Defibrillator/s.

3.6.4 Education of Residents

Residents shall be made aware of the site's susceptibility to flooding and the mitigation measures which have been incorporated into the developments design, ensuring that it provides a safe place of refuge during extreme flood event.

To ensure that residents are aware of these matters, it is recommended that a fact sheet be provided to all persons purchasing a residential unit detailing these design features. This shall ensure that residents are aware of the buildings functionality and its ability to cater to the needs of its residents during a flood events, allaying any anxiety which may arise as a result of being isolated for an extended period of time.





3.6.5 House-hold Flood Emergency Kit

As the proposed development is of a reasonable scale, and refuge in place is the preferred strategy, relevant emergency management features have been included in the design of the development. It is recommended that each of apartment within the proposed development be equipped with a flood emergency kit that contains basic items to endure a severe weather event, including:

- Emergency food and water supplies;
- Spare batteries/ chargers for mobile phones, flashlights, etc.;
- Fire safety equipment; and
- First aid kit.

For further guidance regarding the recommended content to be included within an emergency kit, please refer to the Queensland Governments *Prepare Your Emergency Kit: Essential Items, All Times* document included in Appendix C.

3.7 Additional Risk Factors

Some factors that need to be considered during a flood emergency are:

- The management of the residential population;
- Loss of electricity and some telecommunications in a flood; and
- How to control residents and prevent them from leaving in their vehicles after Marine Parade is flooded.

These issues have been considered in this plan and will also be addressed in any of the building's additional emergency evacuation procedures.





4. Flood Emergency Management Plan

4.1 Before a Flood

Trigger for action: Always

- The Body Corporate Chairperson will maintain an emergency contacts list to advise the ambulance station of the requirement for shelter and to advise any residents and staff working on site of the flood risk. These details and other necessary contact details are provided in Appendix A;
- The Body Corporate Chairperson shall maintain a current list of residents at each property and their SMS and email contact details;
- The Body Corporate Chairperson shall maintain a list of residents who would prefer to evacuate the facility early to a flood free area prior to the onset of a flooding, rather than seeking refuge onsite;
- The Body Corporate Chairperson will develop detailed emergency procedures that take account of the recommendations presented in this report and that will consider any additional risk factors;
- The procedures will also include clear responsibilities for residents in the event of a flood, and back up resources should key residents / staff not be present;
- Flood Emergency drills (similar to fire drills) shall be performed and recorded at least once per year and shall include awareness education and practice the key features of the FEMP;
- The Body Corporate Chairperson will be ultimately responsible for monitoring or delegating monitoring duties to a nominated person (and suitable back-ups) to monitor weather forecasts and current flood warnings;
- All residents and visitors at any time will be made aware of the sites susceptibility to flooding and the procedures to be followed if a flood were to occur. This will be done by extension of the emergency plans developed by the Body Corporate Chairperson to include flood procedures;
- The body corporate committee shall issue copies of the Flood Emergency Management Plan annually to the residents with the Body Corporate levees.
- Signs will be erected in strategic locations to ensure that residents and staff and visitors are aware that the site is subject to isolation from flooding in extreme weather events;
- Residents are to ensure that their apartments are adequately stocked with emergency supplies (bottled water, blankets, tinned food, radio, flashlight, toilet paper etc.) to cater for residents needs during a flood emergency;
- Residents and staff are to be reassured by the Body Corporate Chairperson that the site provides safe refuge in a flood, and that the access road will be cut for up to 6 hours in a major storm tide event.

4.2 When a Flood Is Likely

Trigger for action: When the BoM forecasts a cyclone south of Hervey Bay During Business Hours





- The Body Corporate Chairperson and/or flood warden responsible for forecast monitoring will continue to monitor forecasts, warnings and rainfall/stream gauges and conditions at the building site;
- Residents should be notified of the possibility of flooding and reminded of actions and procedures to follow;
- Notify pre-registered residents to make arrangements to evacuate in an orderly fashion to their pre-determined place of refuge.
- Checks will be made that public transport is still functioning;
- Any necessary equipment such as residents lists, walkie talkies, bullhorns or loud hailers with fresh batteries will be checked and transported to the marshalling area; and
- The Body Corporate Chairperson or nominee should also ensure that any moveable objects in the grounds are secured to prevent objects from floating away. This includes objects such as garbage bins, sports equipment, chemical containers etc.

Trigger for action: When the forecasts predict flooding outside of business hours

- If the residents responsible for monitoring weather forecasts see a high possibility of flooding the day or night before a business day (e.g. a Severe Weather warning is issued) the Body Corporate Chairperson may choose to close the building following consultation with CoGC Emergency Management Team;
- Notification of building closure will be provided via SMS and by posting of a notice on the notice board, on the Body Corporate Chairperson's answering machine. Emails and SMS texts will also be sent to residents; and
- The Body Corporate Chairperson will order pre-registered residents to evacuate in an orderly fashion to their pre-determined site of refuge.

4.3 During a Flood

Trigger for action: Floodwaters present on external access roads

- All residents shall seek shelter in their flood free dwellings for the duration of the flood emergency;
- Apartments are to be reasonably stocked with emergency supplies such as bottled water, blankets, tinned food, radio, flashlight, toilet paper etc. to cater for residents during the design flood event; and
- The boom gates enabling access to the carpark will be lowered to restrict access off site until after emergency services have given the all clear. If access into the site is required when the boom gates are lowered a flood warden will be contacted and the resident / visitor will be registered on site;

4.4 After a Flood

Trigger for action: When emergency services give the all clear to return

- No residents and staff or visitors will be allowed to leave the apartments while the access roads remain flooded. Residents, staff and visitors will only be able to leave once floodwaters have subsided and the Body Corporate Chairperson / emergency services have given the all clear;





- The Body Corporate Chairperson shall test the access roads to Surfers Paradise and beyond prior to giving the all clear;
- Notification of the complex access is re-opening will be undertaken via the website, phone answering machine, emails, SMS texts and notice boards to residents and staff;
- Where necessary, the complex will need to be appropriately cleaned and utilities checked by professionals before residents and staff and visitors can resume normal activities due to OH&S issues;
- A hazard assessment will be undertaken, safe work methods statements prepared and personal protective equipment supplied consistent with the known hazards which can be associated with floods such as:
 - Slips, trips and falls;
 - Sharp debris;
 - Venomous animals; and
 - Contaminated water and sediments.
- Following the return of the Apartments to normal operating conditions, a de-brief will be held with the Body Corporate Chairperson, residents and staff and may involve the Ambulance Station Manager and Council flood management staff. The flood event and response, including the use of this Plan and any emergency procedures will be reviewed; and
- Changes may be made to the Plan and the requirements for future emergency management should the reviewed to identify any improvements which may be made.





5. Summary

The development site is identified as being flood prone as defined by the Gold Coast City Plan's Flood Overlay. This Flood Emergency Management Plan addresses the flooding risks associated with the site and provides a strategy to best manage them.

Hydraulic modelling has identified that the subject site will not be affected by fluvial flooding during extreme weather events. Instead, the site and surrounding streets will be inundated primarily by flooding occurring as a result of storm tide events.

Using the information in this report and the identified risk factors, the Body Corporate Chairperson will devise a specific refuge in place procedure manual. The manual will detail the roles and responsibilities and management actions to safely notify all residents before floodwaters enter the site. This manual will outline that refuge on site is the recommended procedure of each of the residents, as explained in this report.

Flood warnings issued by the Bureau of Meteorology and the site-specific flood gauge alarm will determine when to evacuate the site. The monitoring of BoM forecasts, gauged data and ABC local radio stations will form a key component of the refuge in place strategy during a flood emergency event.

This report concludes that the proposed development and all residential units are a safe refuge during all modelled flood events (up to and including the Probable Maximum Flood).

As such, refuge in place is the recommended strategy for residents / occupiers during a flood event. Emergency evacuation is to only be utilised in the event of medical emergency.





6. References

Bureau of Meteorology, 2015. Current Tropical Cyclones, October 2015.

City of Gold Coast, 2015. GCCC Regional Q100 Flood Model, October 2015

City of Gold Coast, 2015, Local Disaster Management Plan, version 6.1, December 2013

City of Gold Coast, 2021. Gold Coast City Plan, Version 8, May, 2021.



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Appendix A – Emergency Contacts List

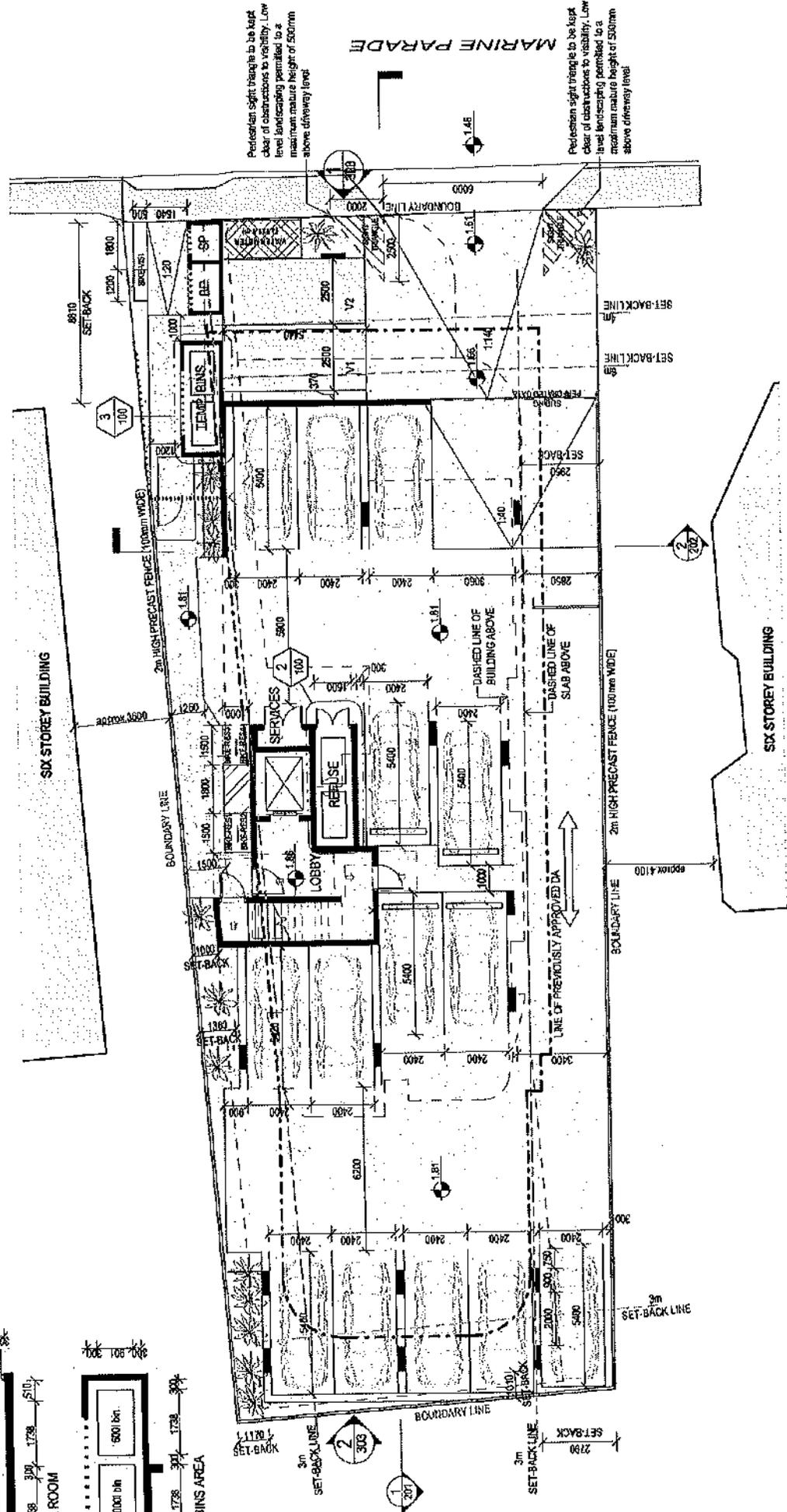
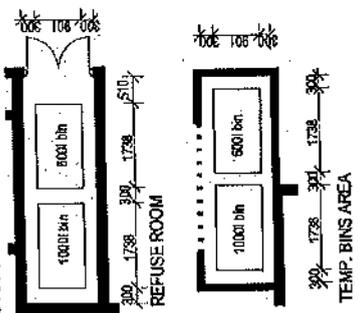
Organisation	Role	Contact
536 Marine Pde	Body Corporate Chairperson	
536 Marine Pde	Flood Warden	
Unit 1	Resident	
Unit 2	Resident	
Unit 3	Resident	
Unit 4	Resident	
Unit 5	Resident	
Unit 6	Resident	
Unit 7	Resident	
Emergency Services	Fire/ambulance/police	000
Ambulance Service Regional Office		
City of Gold Coast	Disaster Management Co-ordinator	1800 606 000
State Emergency Service	SES Local Controller	132 500
Bureau of Meteorology	Qld Flood Warning	07 3239 8768
City of Gold Coast	Flood Engineer	
City of Gold Coast	Roads Engineer	
Gold Coast University Hospital	Emergency medical treatment	1300 744 284



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Appendix B – Design Drawings





GROUND LEVEL - FLOOR PLAN

Project No: 21308
 Date: 14.09.21
 Scale: AS indicated @ A3
 Drawn / Check: JS/FG
 SK - 100 REVE

GROUND LEVEL

PERSPECTIVE BROADWATER
 536 MARINE PARADE, BIGGERA WATERS

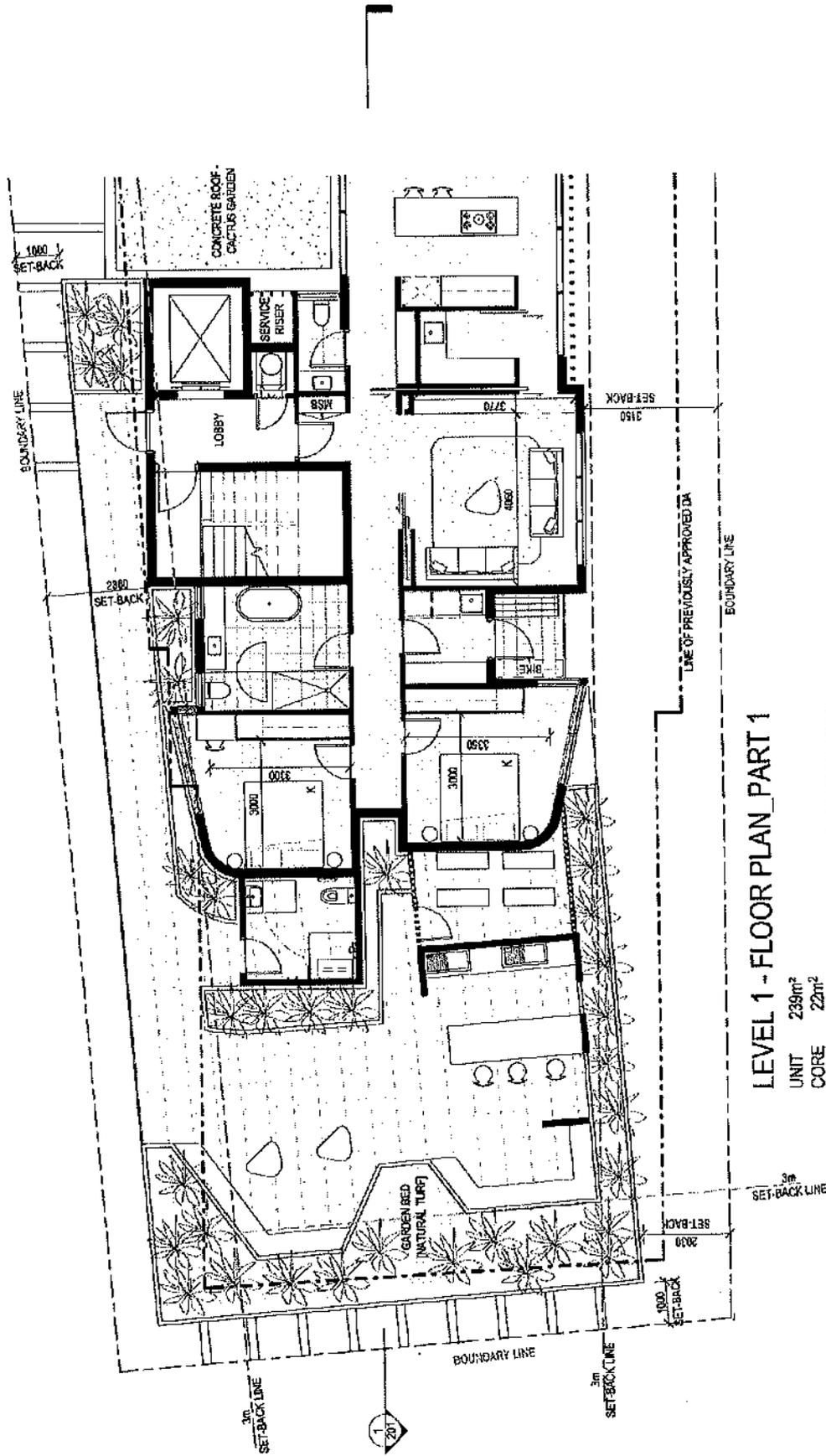
DA ISSUE

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LEVEL 1 - FLOOR PLAN PART 1

UNIT 239m²
 CORE 22m²
TOTAL GBA 261m² (EXCLUDES RECREATION AREA)

* Multipurpose Room(s) proposed on this floor plan are NOT intended to be used as bedrooms.

Project No: 21308
 Date: 14.09.21
 Scale: 1:100 @ A3
 Drawn / Check: JS/FG
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L1 FLOOR PLAN - PART 1

PERSPECTIVE BROADWATER
 536 MARINE PARADE, BIGGERA WATERS
 DA ISSUE

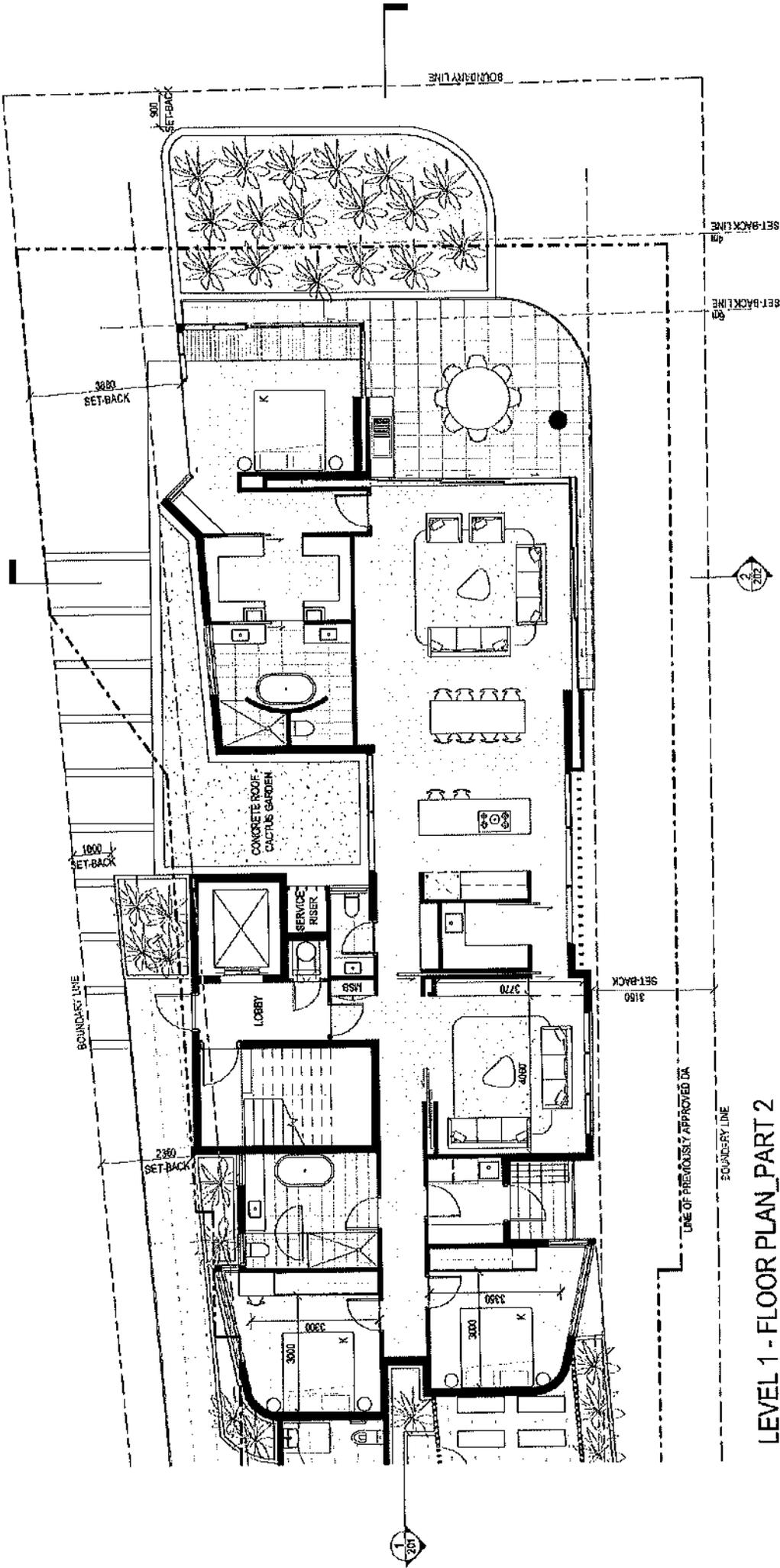
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LEVEL 1 - FLOOR PLAN_PART 2

UNIT 239m²
 CORE 22m²
 TOTAL GBA 261m² (EXCLUDES RECREATION AREA)

* Multipurpose Room(s) proposed on this floor plan are NOT intended to be used as bedrooms.

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PERSPECTIVE BROADWAY WATER
 536 MARINE PARADE, BIGGERS WATERS

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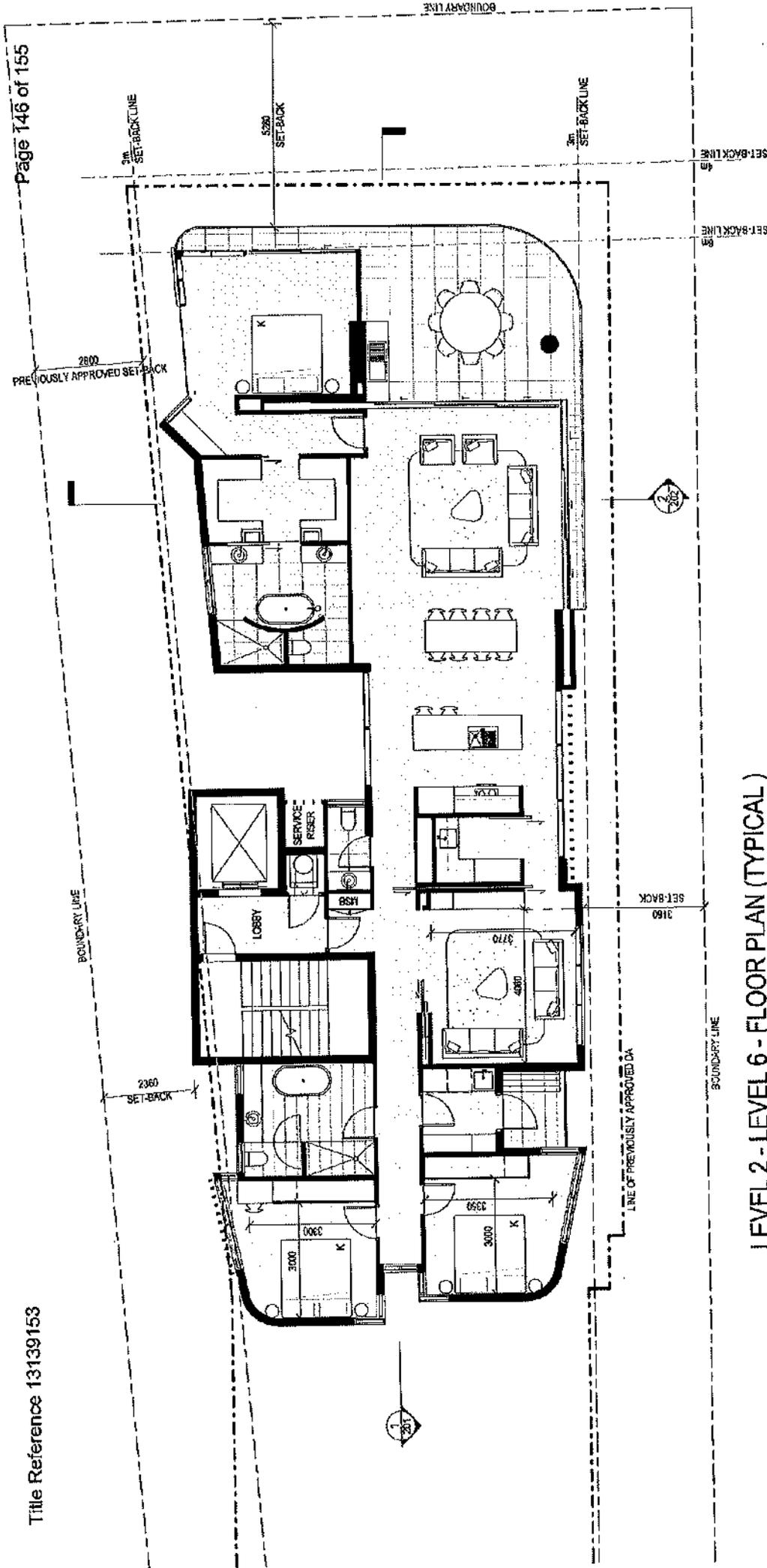
L1 FLOOR PLAN - PART 2

Project No: 21308
 Date: 14.09.21
 Scale: 1:100 @ A3
 Drawn / Check: JS/FG

SK - 102
 REVD



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LEVEL 2 - LEVEL 6 - FLOOR PLAN (TYPICAL)

UNIT 239m²
 CORE 22m²
 TOTAL GBA 261m²

* Multipurpose Room(s) proposed on this floor plan are NOT intended to be used as bedrooms.



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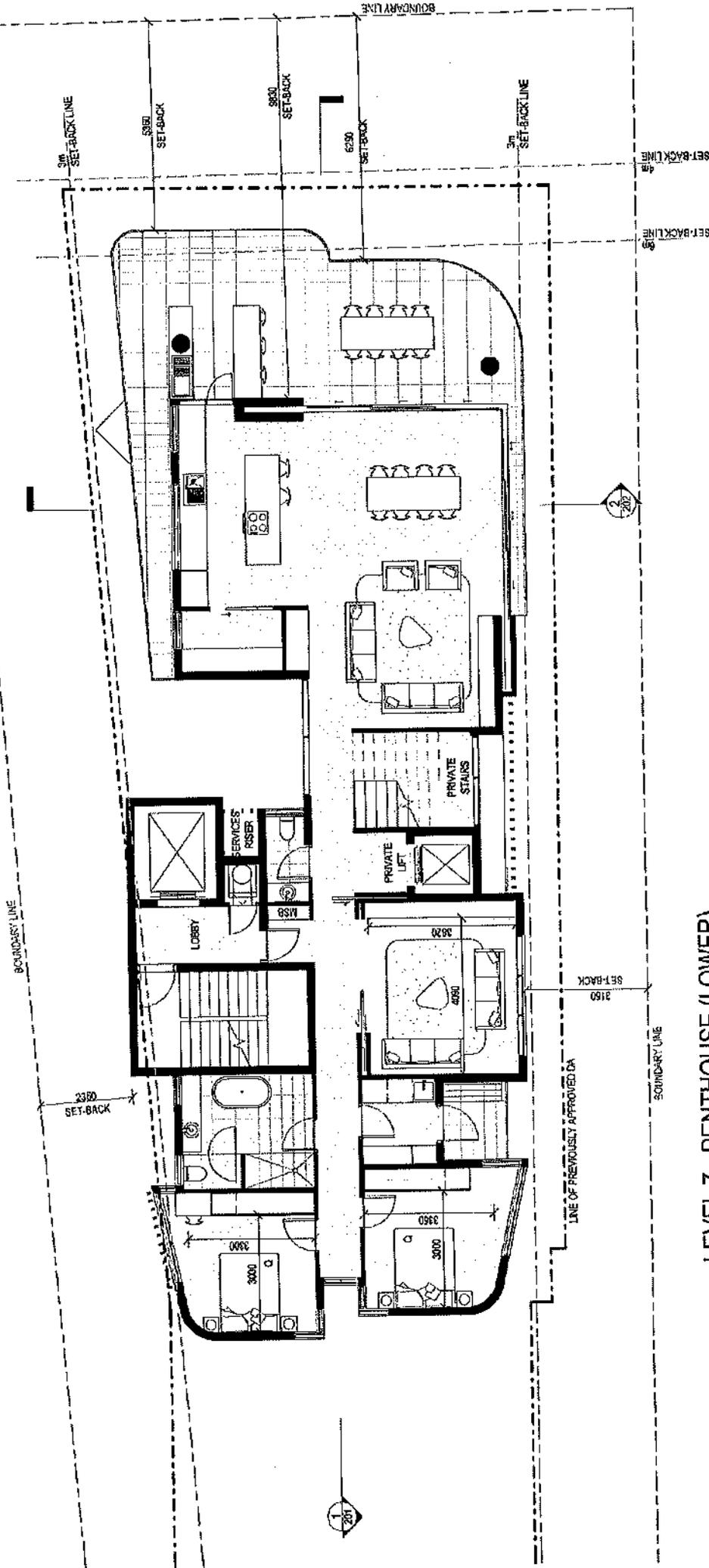
PERSPECTIVE BROADWATER
 536 MARINE PARADE, BIGGERA WATERS
 DA ISSUE

L2 - L6 FLOOR PLAN
 TYPICAL



Project No: 21308
 Date: 14.09.21
 Scale: 1:100@A3
 Drawn / Check: JS/FG
 SK - 103
 REVD

Do not scale off this drawing



LEVEL 7 - PENTHOUSE (LOWER)

UNIT 232m²
 CORE 22m²
TOTAL GBA 254m²

* Multipurpose Room(s) proposed on this floor plan are NOT intended to be used as bedrooms.

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PERSPECTIVE BROADWATER
 536 MARINE PARADE, BIGGERA WATERS

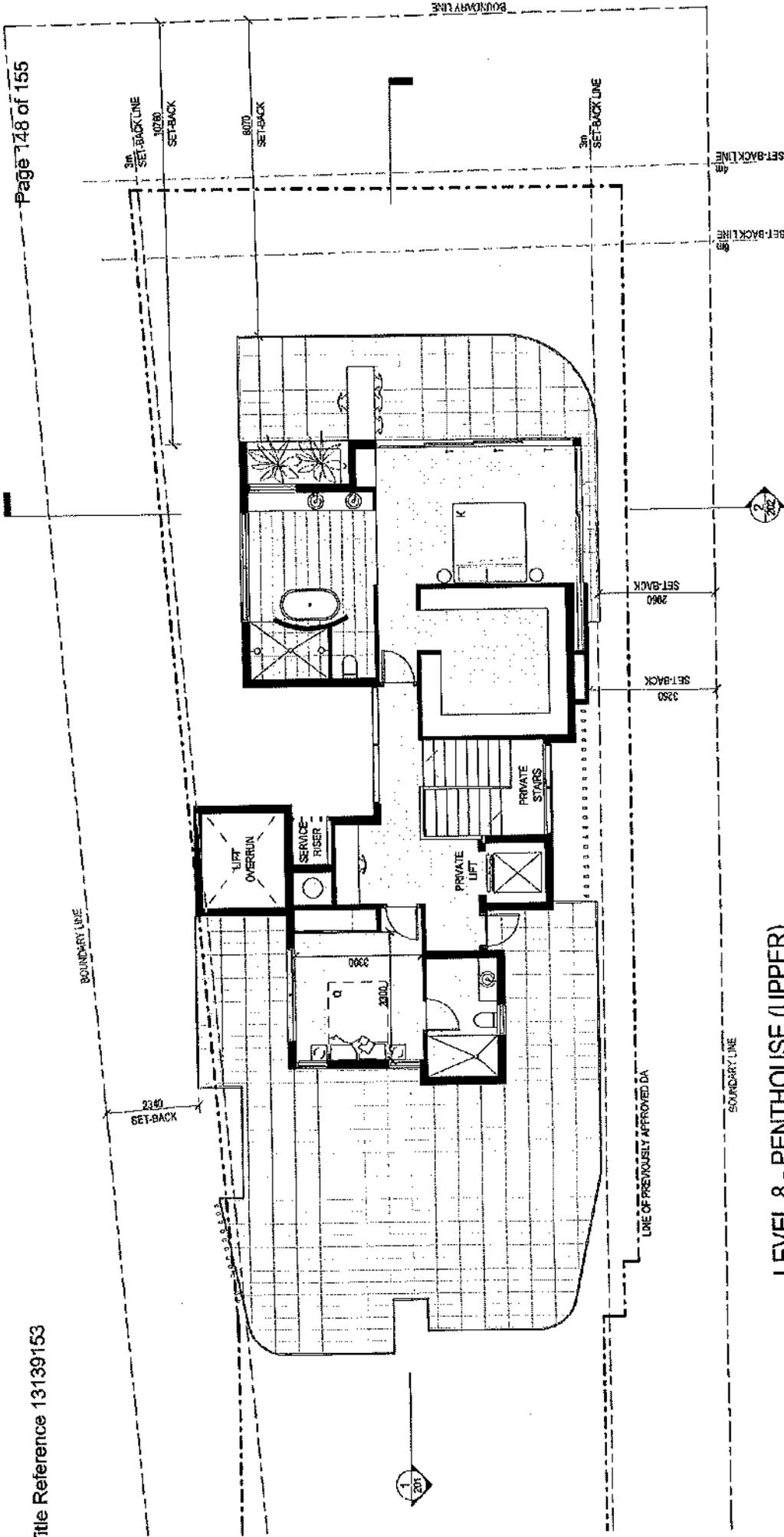
DA ISSUE

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L7 PENTHOUSE LOWER



Project No: 21308
 Date: 14.09.21
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 SK - 104
 REVD



LEVEL 8 - PENTHOUSE (UPPER)

UNIT 133m²
 CORE 2m² (REFUSE CHUTE ONLY)
 TOTAL GBA 135m²

Project No: 21308
 Date: 14.09.21
 Scale: 1:100@A3
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 REVD

L8 PENTHOUSE UPPER

PERSPECTIVE BROADWATER
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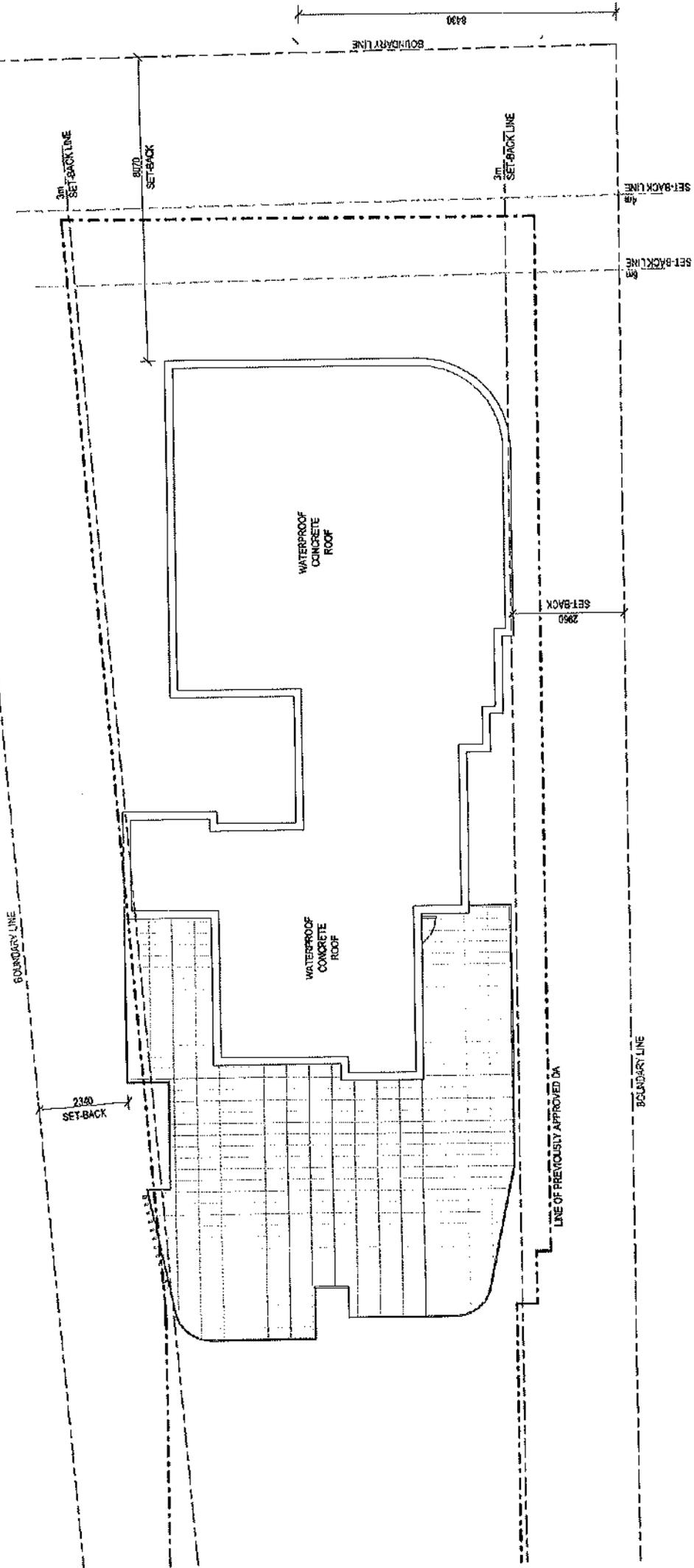
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ROOF LEVEL

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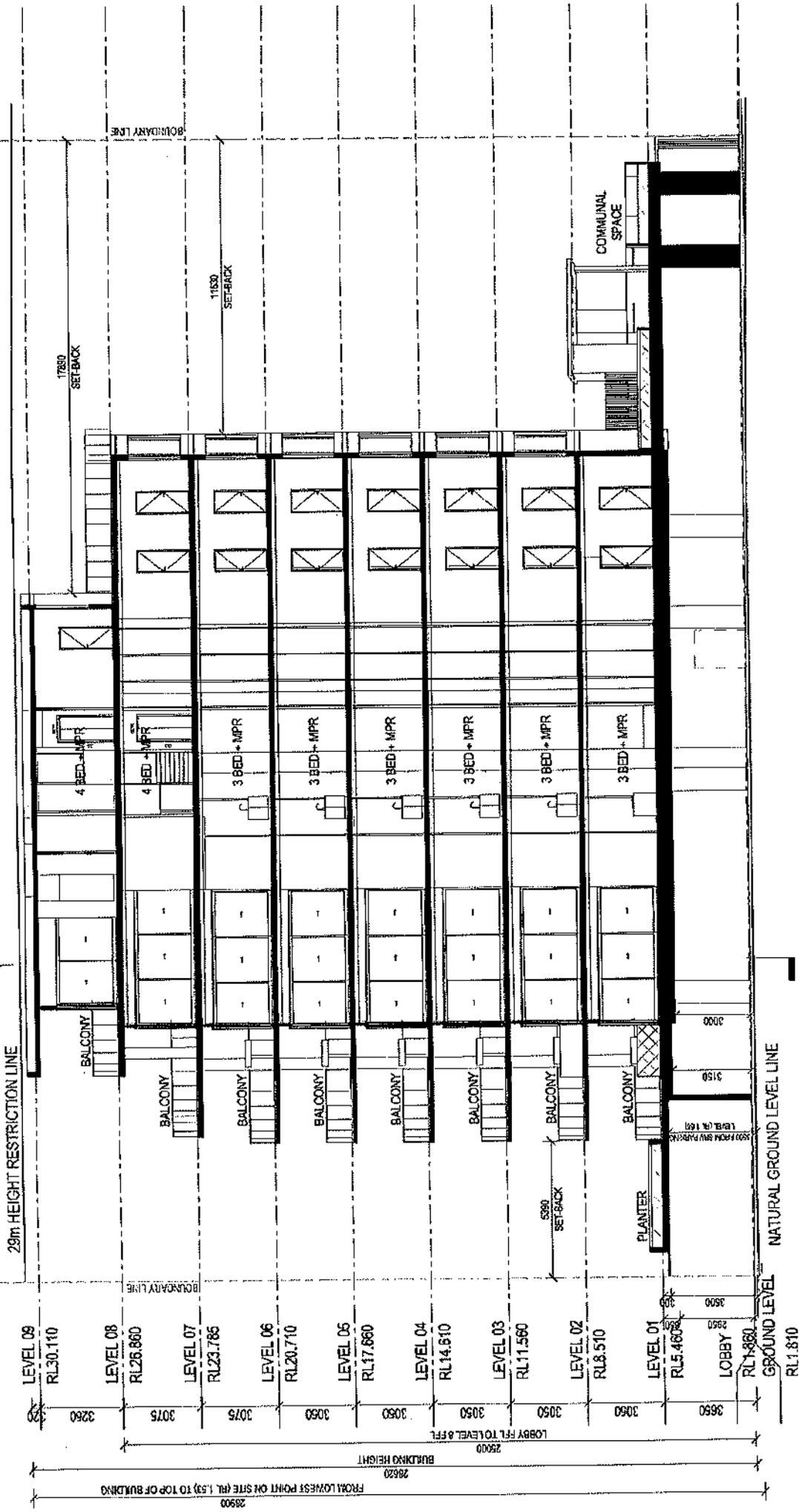
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 536 MARINE PARADE, BIGGERA WATERS
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ROOF LEVEL



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SECTION 1

Project No: 21308
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BUILDING SECTION - SHEET
 1

PERSPECTIVE BROADWATER
 536 MARINE PARADE, BIGGERA WATERS
 DA ISSUE

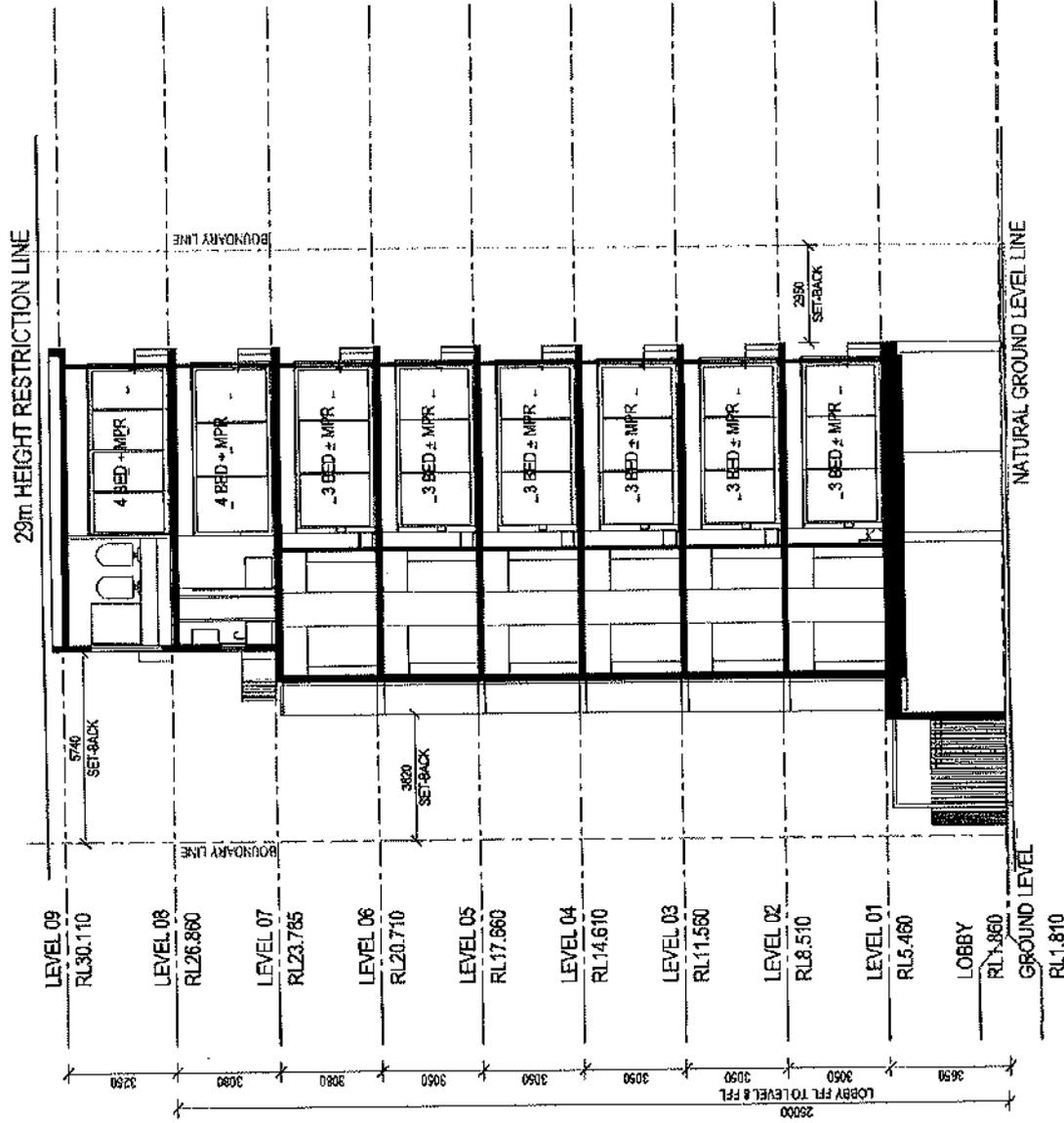
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SECTION 2

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 REVC

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BUILDING SECTION - SHEET
 2



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Appendix C –Prepare Your Emergency Kit: Essential Item



Emergency kit: essential items, all times

Prepare your household with all 7 fact sheets:

- 1 Prepare Emergency Plan
- 2 Prepare for evacuation
- 3 Prepare Emergency Kit**
- 4 Prepare your home
- 5 Tune into warnings!
- 6 Check your neighbours
- 7 Pet Emergency Plan

Available in more than 20 languages online at: disaster.qld.gov.au

Fact Sheet

Always remember:

Having an Emergency Kit is an important step to prepare for, survive and cope with emergencies.

Know: All householders need to know where your Emergency Kit is kept.

Check: and update the contents of your kit regularly, to ensure everything is in working order and has not expired.

Discuss: your Emergency Kit with all householders and make sure everyone knows what to do in an emergency.

On this page is a list of items which should be in your kit at all times.

On the other side of this page is a list of extra items which, if you do not keep at all times, you should add to your kit during storm or cyclone season

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Food and water

- Range of non-perishable food items
- Bottled water

Medical and sanitation

- First Aid Kit and manual
- Essential medications, prescriptions and dosage
- Toilet paper
- Toothbrush/toothpaste
- Soap/shampoo
- Personal hygiene items

Light

- Flashlight/torch with extra batteries
- Battery powered lantern

Communications

- Battery powered radio with extra batteries
- Traditional wired telephone
- Prepaid phone cards and coins for phone calls

Clothing and footwear

- Warm Jumper, waterproof jacket, hat and gloves for everyone
- Closed-toed shoes or boots for everyone

Tools and supplies

- Whistle, utility knife, duct/masking tape
- Plastic garbage bags, ties
- Safety Glasses and sun glasses

Miscellaneous

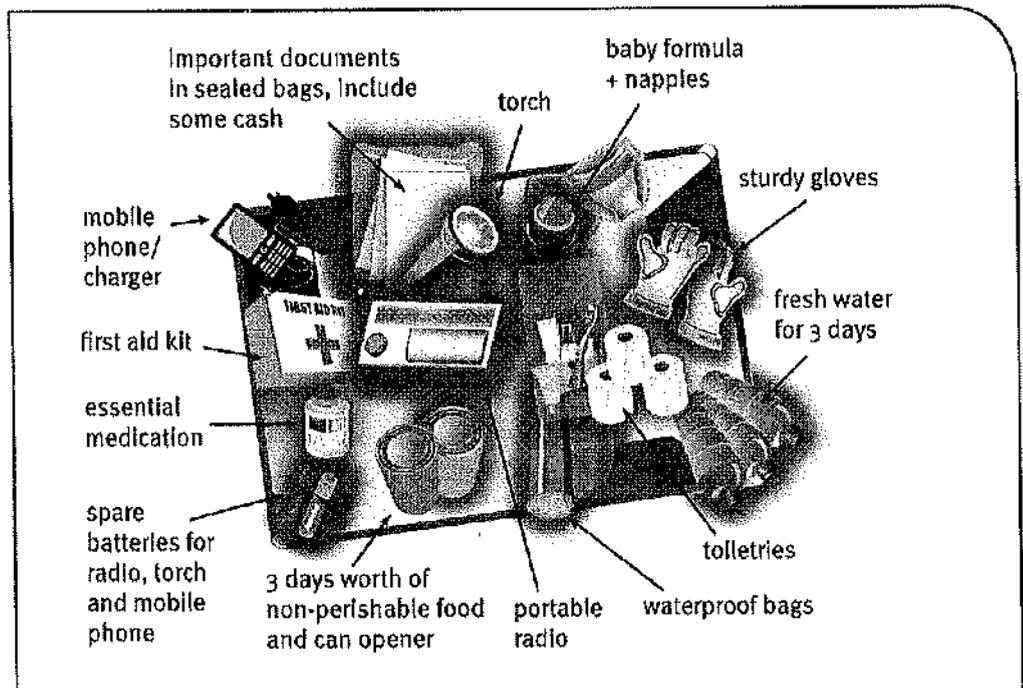
- Special Items for Infants (nappies, formula etc)
- Special items needed by elderly or people with special needs
- Spare house and car keys
- Pet food, water and other animal needs

Important documents

Keep original or certified copies of these documents in your Emergency Kit.

Scan copies of them and save the files on a USB memory stick or CD to include in your kit. Keep all these items in sealed plastic bags.

- Insurance papers for your house and contents, cars, and for valuable items
- Inventory of valuable household goods
- Wills and life insurance documents
- House deeds/mortgage documents
- Birth and marriage certificates
- Passports/visa details
- Stocks and bonds
- Medicare, pension cards, immunisation records
- Bank account and credit card details
- A back-up copy of important computer files
- Household Emergency Plan with emergency contact numbers (also see Fact Sheet 1)



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T/A Burchills Engineering Solutions
ABN: 76 166 947 365

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P 07 5509 6400
admin@burchills.com.au www.burchills.com.au
Level 2, 26 Marine Parade, Southport Qld 4215
PO Box 3766, Australia Fair, Southport Qld 4215

BRISBANE OFFICE
P 07 3607 6332
admin@burchills.com.au www.burchills.com.au
Level 14, 167 Eagle Street, Brisbane Qld 4000
PO Box 83, Brisbane Qld 4000

PLANNING BODY COMMUNITY MANAGEMENT STATEMENT NOTATION

QUEENSLAND TITLES REGISTRY
Body Corporate and Community Management Act 1997

FORM 18C Version 1
Page 1 of 1

1. Name of community titles scheme

PERSPECTIVE BROADWATER

2. Reference to survey plan to be lodged with statement (if applicable)

SP326648

3. Planning body community management statement notation

Authorising Officer

M Moran
Michael Moran

signed

name and designation

COUNCIL OF THE CITY OF GOLD COAST

name of planning body

Planning Body Reference Number: SUR/2023/91

Privacy Statement

Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Department's website.

Body Corporate for
PERSPECTIVE BROADWATER CTS 55896

536 Marine Parade Biggera Waters Qld 4216
Tel: 07 5504 2000 Fax: 07 5504 2001 Email sskb@sskb.com.au

TAX INVOICE
ABN 61 138 535 916

CONTRIBUTIONS NOTICE & other charges

Anthony Hearn
2 / 536 Marine Parade
BIGGERA WATERS QLD 4216

Notice Date 10 December 2025
Lot Number 2 Unit Number 2
Account Number 2
Contribution Entitlements 140
Interest Entitlements 131

Amount Payable \$3,250.09
Payment Due 01/02/26

Account	Period	CURRENT CONTRIBUTIONS			Discount	If Received by	Net Amount
		Due Date	Amount				
Admin Fund	01/02/26 to 31/05/26	01/02/2026	\$2,058.00		\$0.00		\$2,058.00
Sinking Fund	01/02/26 to 31/05/26	01/02/2026	\$590.80		\$0.00		\$590.80
Insurance	01/02/26 to 31/05/26	01/02/2026	\$601.29		\$0.00		\$601.29

(Contributions include GST)

GST component on gross of \$3,250.09 is \$295.46

AMOUNT PAYABLE: \$3,250.09

NOTES

PLEASE NOTE: Your payment must be received by the Body Corporate by the DUE DATE.
Please allow for bank processing time to ensure you receive the discount if applicable.
Please also note that merchant fees may apply to any credit card payments as per the deposit slip.



SSKB GOLD COAST PTY LTD



CARD OR
DIRECT DEBIT

DEFT Reference Number:
245803804 1000 0000 029



Billier Code: 96503
Ref: 245803804 1000 0000 029

Lot 2/ Unit 2
Perspective Broadwater

Visit www.deft.com.au to pay by card or direct debit.

** Payments by credit card may attract a surcharge



Pay in-store at Australia Post by cheque or EFTPOS
All cheques must be made payable to:
The Owners PERSPECTIVE BROADWATER

Internet & Telephone Banking - BPAY

Make this payment from your preferred bank account or card

BPAY® Registered to BPAY Pty Ltd ABN 69 079 137 518



*496 245803804 1000000029

TOTAL AMOUNT DUE
DUE DATE 01/02/26

\$3,250.09

[Review responses online](#) ↗



Received 7 of 7 responses
All responses received

536 Marine Pde, Biggera Waters QLD 4216

Job dates
 28/01/2026 → 01/12/2026

These plans expire on
 25 Feb 2026

Lodged by
 Jared Zak

Authority	Status	Page
✉ BYDA Confirmation		2
🏠 APA Group Gas Networks (90073)	Received	4
🏠 City of Gold Coast	Received	15
🏠 Energex QLD	Received	18
🏠 NBN Co Qld	Received	59
🏠 Optus and or Ucomm Qld	Received	70
🏠 Telstra QLD South East	Received	84
🏠 TPG Telecom (QLD)	Received	93

Contact Details

Contact Jared Zak Email team.jared@dottandcrossitt.com.au	Contact number 0449 773 105	Company Dott & Crossitt	Enquirer ID 3756031
		Address 1-2/2-4 New Street Nerang QLD 4211	

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 28/01/2026	Start date 28/01/2026	End date 01/12/2026	On behalf of Private	Job purpose Design	Locations Private	Onsite activities 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 536 Marine Pde	Address 536 Marine Pde Biggera Waters QLD 4216	Notes/description -
---	---	-------------------------------

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
267305225	APA Group Gas Networks (90073)	1800 085 628	NOTIFIED
267305222	City of Gold Coast	1300 465 326	NOTIFIED
267305224	Energex QLD	13 12 53	NOTIFIED
267305220	NBN Co Qld	1800 687 626	NOTIFIED
267305221	Optus and or Uecomm Qld	1800 505 777	NOTIFIED
267305226	Telstra QLD South East	1800 653 935	NOTIFIED
267305223	TPG Telecom (QLD)	1800 786 306	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.



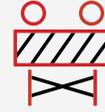
Prepare

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

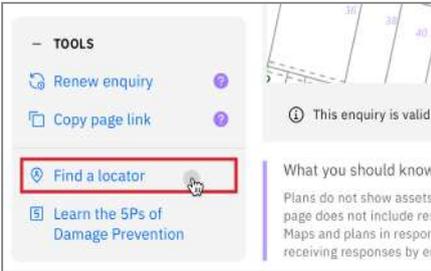
Protecting and supporting the exposed infrastructure is the responsibility of the excavator. Always erect safety barriers in areas of risk and enforce exclusion zones.



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



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

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

GET QUOTE

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

Book a FREE BYDA Session



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

BOOK NOW

APA Group Gas Networks (90073)

Referral
267305225

Member Phone
1800 085 628

Responses from this member

Response received Wed 28 Jan 2026 1.05pm

File name	Page
Response Body	5
267305225.pdf	6

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	not affected
Sequence Number	267305225
Enquirer Id	3756031
Activity	Conveyancing
Job Number	52215530
User Reference	536 Marine Pde
Message	

Site Details:

Address	536 Marine Pde Biggera Waters QLD 4216
---------	--

Enquirers Details:

Contact	Jared Zak
Company	Dott & Crossitt
Email	form2@dottandcrossitt.com.au
Phone	+61449773105
Address	1-2/2-4 New Street Nerang QLD 4211

APA Group

APA

Australia's energy
infrastructure partner



Before You Dig Australia

Classification: Networks

Enquiry date	28/01/2026
Sequence number	267305225
Work site address	536 Marine Pde Biggera Waters QLD 4216



Enquiry Date: 28/01/2026
Enquirer: Jared Zak
Sequence Number: 267305225
Work Site Address: 536 Marine Pde
Biggera Waters
QLD 4216

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

We confirm there are NO 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 and comply with all the relevant information contained in this response to your BYDA enquiry.

Before You Dig Checklist



1. Plan

- Review maps provided with this BYDA response and confirm the location of your work site is correct.
-



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

- Not applicable where no gas assets present.
-



4. Protect

- Not applicable where no gas assets present.
-



5. Proceed

- Only proceed with your work once you are confident no gas assets are located in vicinity to your work location.
 - 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):

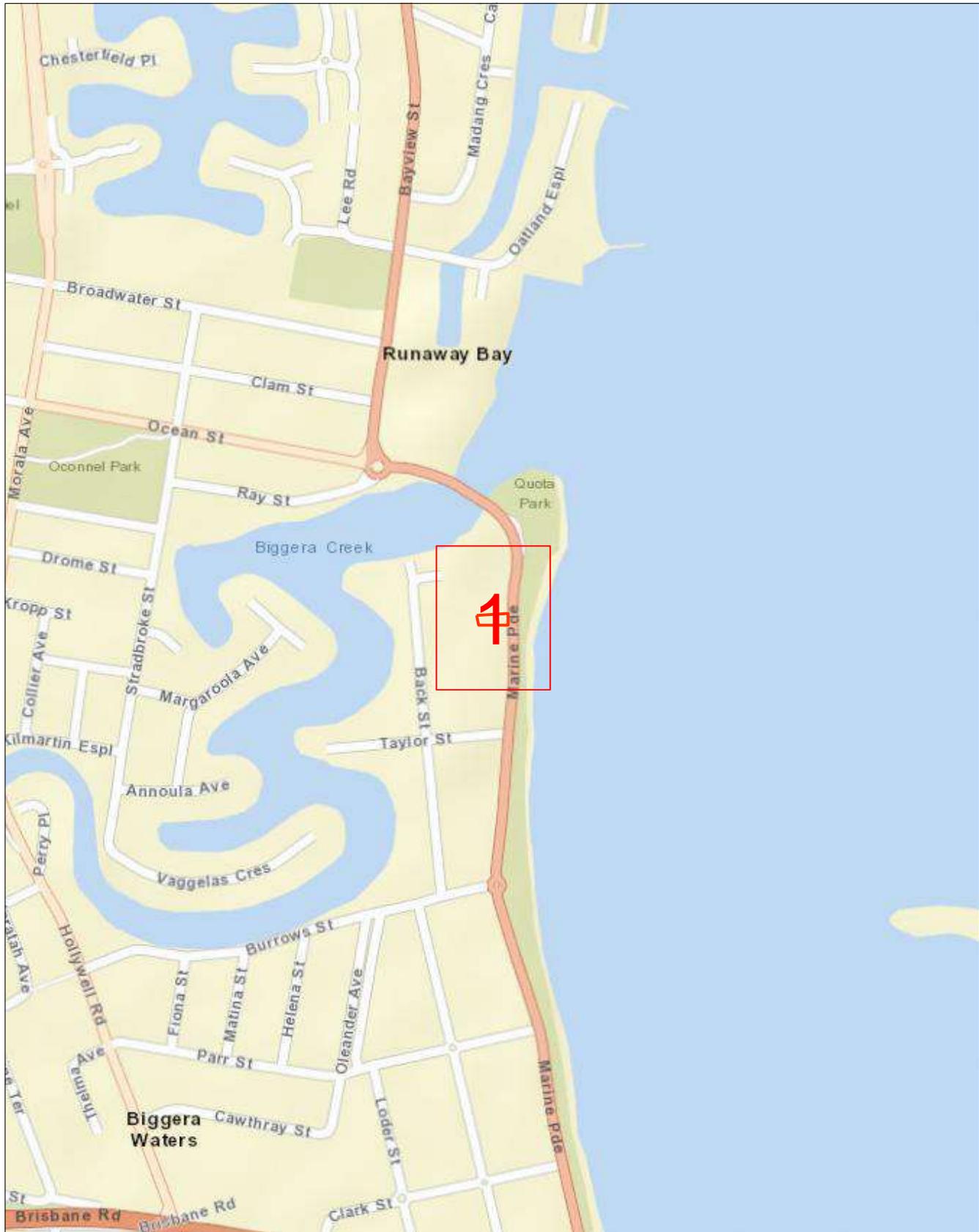
Item	Rate (excl. gst)
Site Watch – Business Hours	\$143.42 per hour
Site Watch – After Hours	\$175.06 per hour
Cancellation Fee	\$286.84
<i>Fee applies where cancelations received after 12pm (midday), 1 business day prior to the booking</i>	

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 Address: 536 Marine Pde
Biggera Waters
QLD 4216

Sequence Number: 267305225



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)	<i>not applicable</i>			<i>not applicable</i>
Hydrogen blended (aqua dash)	<i>not applicable</i>			<i>not applicable</i>

PIPE LEGEND: SPECIAL DESIGNATION

	Low pressure	Medium pressure	High pressure	Transmission
Critical main (yellow highlight)				
Casing (grey highlight)				<i>not applicable</i>

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		^A A 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

40P6 in 80C2 	High pressure, 40 mm polyethylene in an 80 mm cast iron casing
63S8 	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



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Referral
267305222

Member Phone
1300 465 326

Responses from this member

Response received Wed 28 Jan 2026 1.04pm

File name	Page
Response Body	16
ASSET 267305222.pdf	17

Attention: **Jared Zak**

Thank you for your Before You Dig (BYDA) enquiry.

Job Number: **52215530**

Sequence Number: **267305222**

Dig Site Location: **536 Marine Pde Biggera Waters QLD 4216**

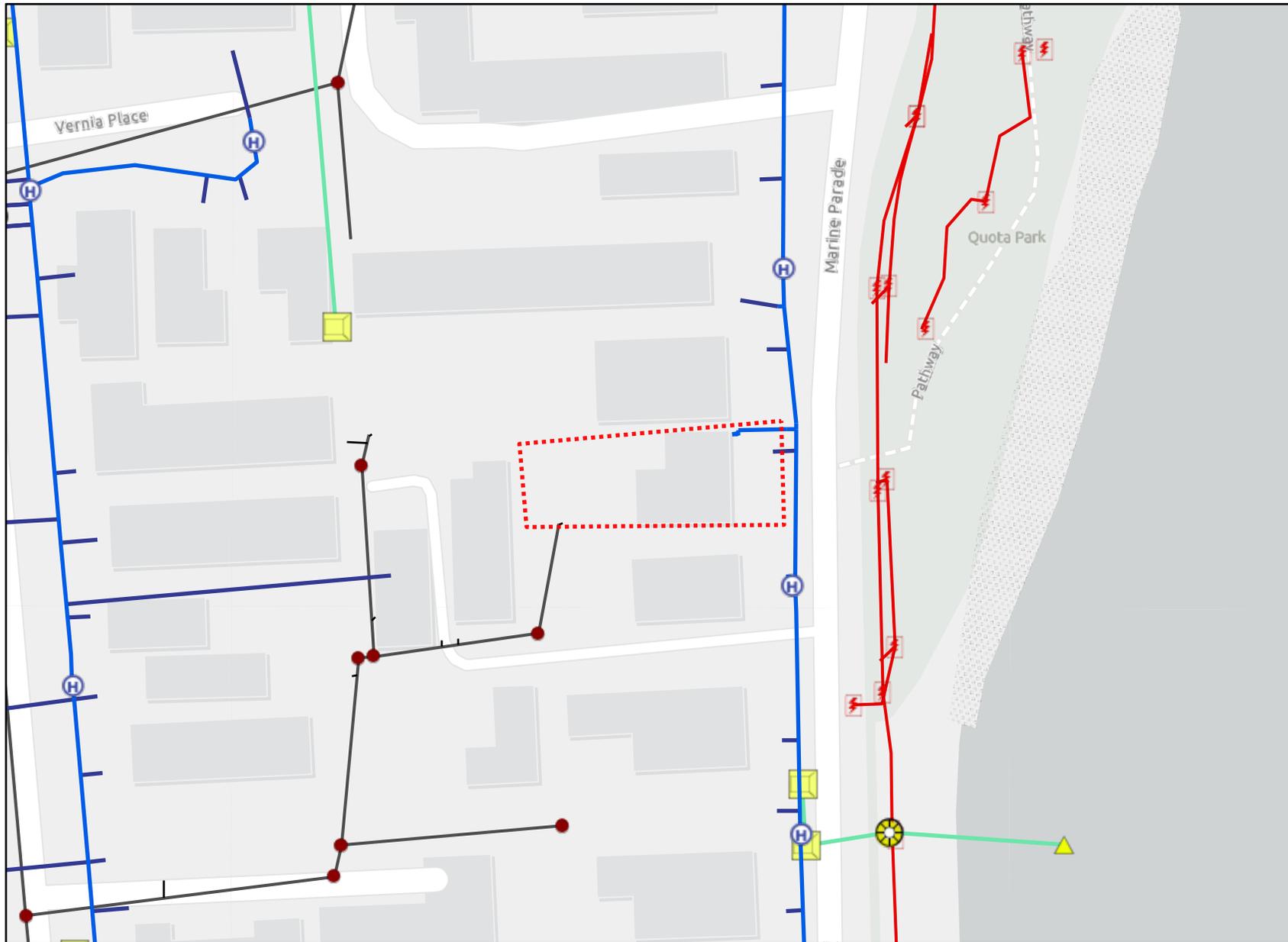
According to our records, your enquiry with the following details **impacts our infrastructure**. Please ensure that you read the attached documents, it contains important information including essential steps that must be undertaken prior to commencing construction activities.

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](#).

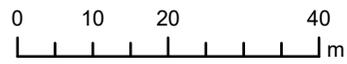


Legend

- ⋯ BYDA Enquiry
- H Water Hydrant
- Water Pipe
- Potable Water Connection
- Stormwater Drainage Pipe
- Stormwater Inlet Gully
- + Stormwater Manhole
- Stormwater End Structure
- Sewer Connection
- Sewer Pipe Non Pressure
- Sewer Manhole
- Electrical and Communication Conduit
- Cabling Pit
- Fibre Optic Pit
- Fibre Optic Cable
- GCCC Boundary

Esri Community Maps Contributors, Department of Resources, DESI, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, METI/NASA, USGS

Disclaimer: The Plan is provided in response to a Before You Dig request. While all reasonable care has been taken to ensure the accuracy of the information on this plan, its purpose is to provide a general indication of the location of Gold Coast City Council infrastructure. The information provided may contain errors or omissions and the accuracy may not suit all users. A site inspection and investigation is recommended before commencement of any project based on this data.



Referral
267305224

Member Phone
13 12 53

Responses from this member

Response received Wed 28 Jan 2026 1.06pm

File name	Page
Response Body	19
267305224 - Energex Plan.pdf	22
Energex BYDA Terms and Conditions.pdf	23
Working Near Overhead and Underground Electric Lines.pdf	28

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.

The attached Plan details ENERGEX's Assets in relation to Your nominated search area.

Ensure You read and understand the important notes outlined below.

You:	BYDA Enquiry No:
Jared Zak	267305224
Company:	Date of Response:
Dott & Crossitt	28 Jan 2026
Search Location:	Period of Plan Validity:
536 Marine Pde Biggera Waters, 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 Assets 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 underground Assets caused by works pursuant to or in any way connected with this BYDA Request.

8. In addition to underground cables marked on attached plan, there could be underground earth conductors, underground substation earth conductors, Multiple Earthed Networks (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. Independent underground cable locators can be found by using the "Find a locator" option available within the BYDA enquiry response with LV Cable (up to 1kV), HV Cable (1kV-<33kV) & HV cable (33kV and over) displayed.
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 should 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 [Energen 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](#)

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 Energen 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 \(for PDF files\)](#)



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)

To re-submit or change the nominated search area please visit BYDA.com.au

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E: byda@energyq.com.au

ABN: 40 078 849 055



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 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.
- 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)

To re-submit or change the nominated search area please visit BYDA.com.au

E: custserve@energex.com.au

E: byda@energex.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@energex.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)

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E: byda@energex.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)

To re-submit or change the nominated search area please visit [BYDA.com.au](https://www.byda.com.au)

E: custserve@energex.com.au

E: byda@energyq.com.au 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> <ul style="list-style-type: none"> • General Enquiries - ph 13 12 53 • Loss of Supply - ph 13 62 62 • Emergencies - ph 13 19 62 <u>Ergon Energy:</u> <ul style="list-style-type: none"> • 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: <ul style="list-style-type: none">(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. <p>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.</p>
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

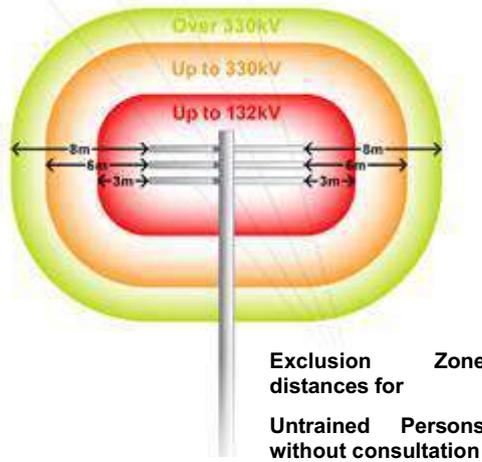
An exclusion zone is a safety envelope around an overhead electric line. No part of a worker, operating plant or vehicle should enter an exclusion zone while the overhead electric line is energised (live).

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	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.
Insulation integrity verification	3. Verification of insulation integrity to reduce exclusion zone to no exclusion zone prescribed e.g. no contact permitted	Cost to customer.
Service replacement	4. Open wire service, service fuse(s) at house/building	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
		<p>Service installations where:</p> <ul style="list-style-type: none"> 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. <p>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.</p>	<p>Nil cost to customer for first disconnection and reconnection.</p> <p>Cost to customer for subsequent requests.</p>
	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.	<p>Cost to customer for service replacement.</p> <p>Customer responsible for necessary installation, Mains Connection Box and service support bracket upgrade and associated costs if required.</p>
Tiger Tails	Installation of Tiger Tails (for visual indication only - not for providing electrical insulation of LV mains)	<p>Customer requested coverage of LV mains for visual indication only (not permitted on HV mains).</p> <p>The Entity may also fit tiger tails to LV service line for visual indication only.</p>	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.

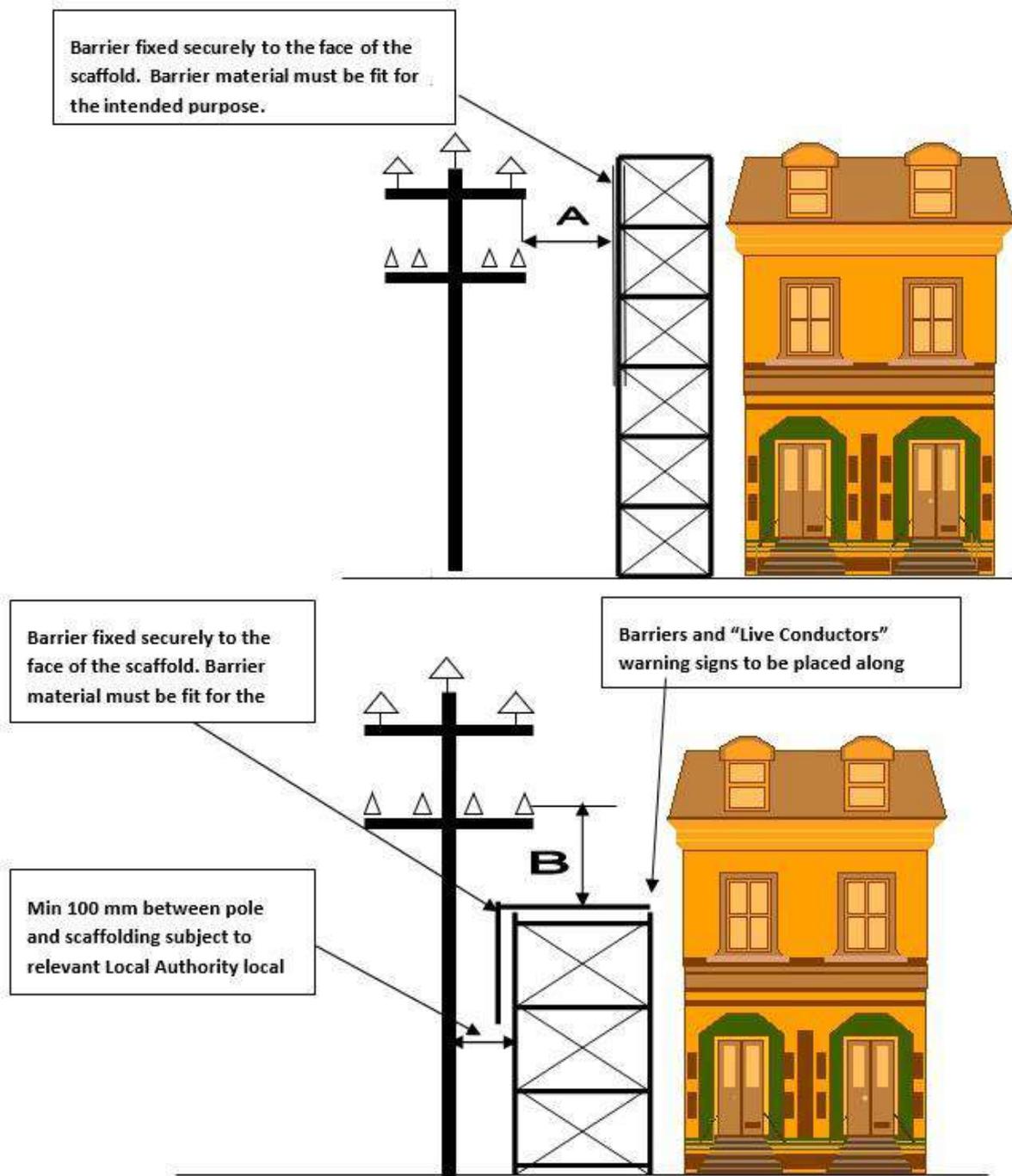
Where an insulated low voltage service line passes through the scaffolding, it should either be de-energised for duration of work or be fully enclosed by non-conductive material (e.g. form ply).

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.

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines



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.

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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

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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.

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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					
HV	250 (Energex)	300	500	*1000	500	1000	500

*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.

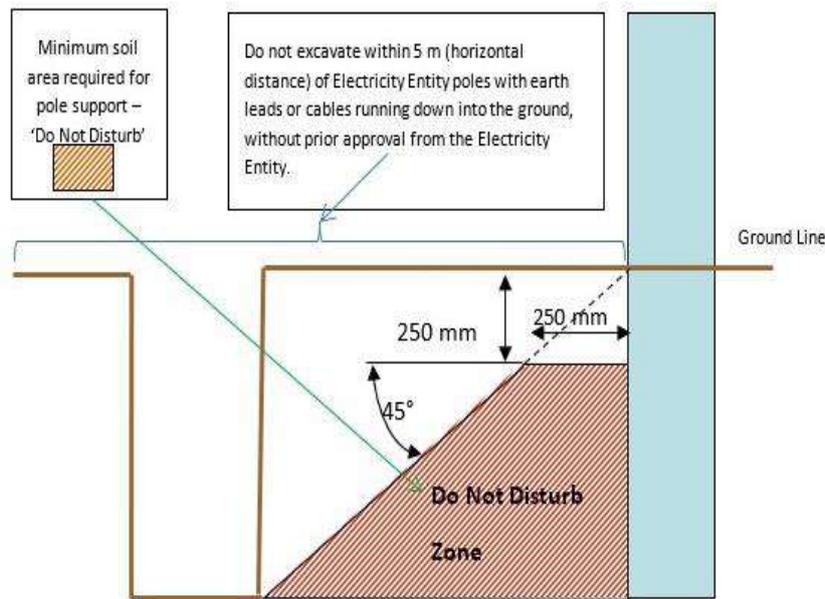


Figure 1 - Do Not Disturb Zone requirements when excavating near poles

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 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.

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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.

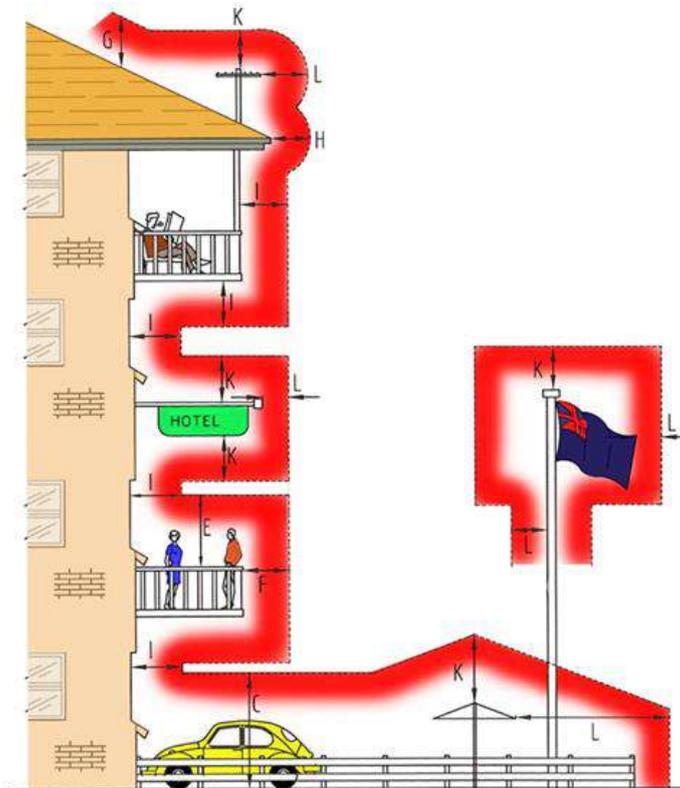
NOTE: Do not assume that your local council approval is sufficient approval for you to proceed with your work. The local council may not check whether or not your proposed construction work will comply with the Electricity Entity's statutory clearance requirements.

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.

What is <i>PERMITTED</i> around Electricity Entity overhead or underground electric lines	What is <i>NOT PERMITTED</i> around Electricity Entity overhead or underground electric lines
<ul style="list-style-type: none"> ✓ 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. 	<ul style="list-style-type: none"> ✗ 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
267305220

Member Phone
1800 687 626

Responses from this member

Response received Wed 28 Jan 2026 1.08pm

File name	Page
Response Body	60
267305220_20260128_020733526611_1.pdf	61
4678_NBN_Dial_Before_You_Dig_Poster_20170517.pdf	64
Disclaimer_267305220_20260128_020733526611.pdf	66

Hi Jared Zak,

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

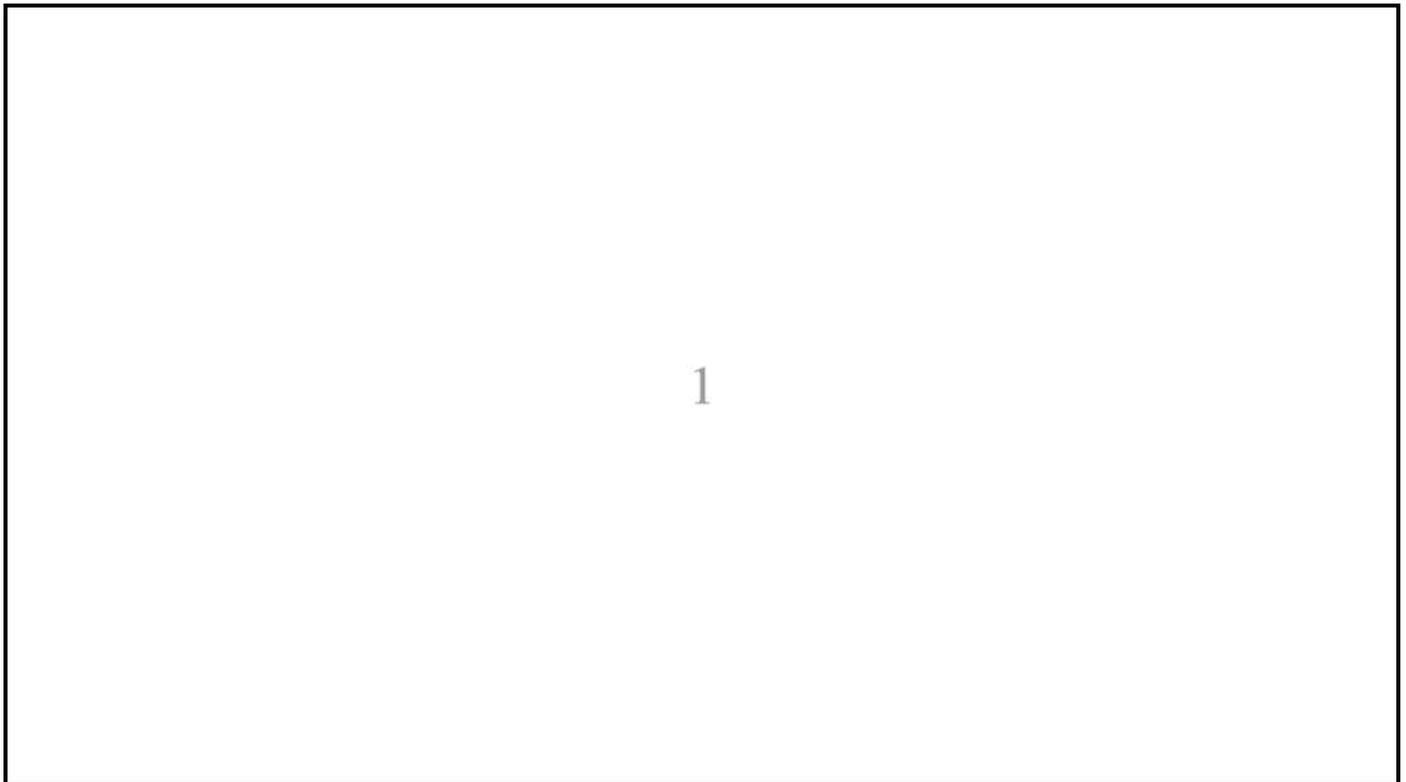
This e-mail is intended only to be read or used by the addressee. It is confidential and may contain legally privileged information. If you are not the addressee indicated in this message (or responsible for delivery of the message to such person), you may not copy or deliver this message to anyone, 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: Jared Zak
Phone: Not Supplied
Fax: Not Supplied
Email: form2@dottandcrossitt.com.au

Dial before you dig Job #:	52215530	
Sequence #	267305220	
Issue Date:	28/01/2026	
Location:	536 Marine Pde , Biggera Waters , 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™ 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

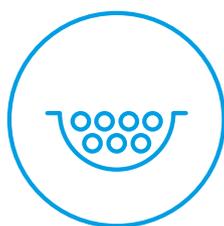
Once the DBYD plans are reviewed, the Five P's of Excavation should be adopted in conjunction with your safe work practices (which must be compliant with the relevant state Electrical Safety Act and Safe Work Australia "Excavation Work Code of Practice", as a minimum) to ensure the risk of any contact with underground **nbn** assets are minimised.



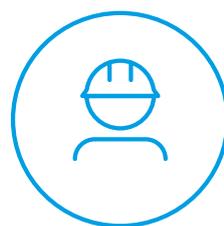
Plan: Plan your job by ensuring the plans received are current and apply to the work to be performed. Also check for any visual cues that may indicate the presence of services not covered in the DBYD plans.



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.

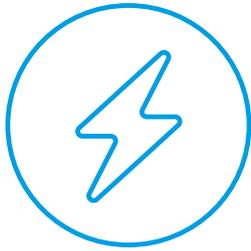


Protect: Protecting and supporting the exposed **nbn** underground asset is the responsibility of the worker. Exclusion zones for **nbn** assets are clearly stated in the plan and appropriate controls must be implemented to ensure that encroachment into the exclusion zone by machinery or activities with the potential to damage the asset is prevented.

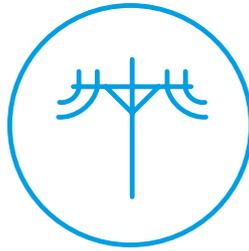


Proceed: Proceed only when the appropriate planning, preparation, potholing and protective measures are in place.

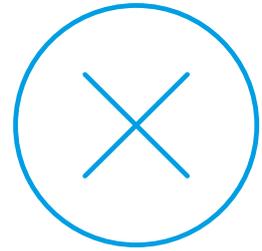
Working near **nbn**[™] cables



Identify all electrical hazards, assess the risks and establish control measures.



When using excavators and other machinery, also check the location of overhead power lines.



Workers and equipment must maintain safety exclusion zones around power lines.

Once all work is completed, the excavation should be re-instated with the same type of excavated material unless specified by **nbn**. Please note:

- Construction Partners of **nbn** may require additional controls to be in place when performing excavation activities.
- The information contained within this pamphlet must be used in conjunction with other material supplied as part of this request for information to adequately control the risk of potential asset damage.

Contact

All **nbn**[™] network facility damages must be reported online [here](#).
For enquiries related to your DBYD request please call 1800 626 329.

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.

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To: Jared Zak
Phone: Not Supplied
Fax: Not Supplied
Email: form2@dottandcrossitt.com.au

Before You Dig Australia Job #:	52215530	 BEFORE YOU DIG www.byda.com.au Zero Damage - Zero Harm
Sequence #	267305220	
Issue Date:	28/01/2026	
Location:	536 Marine Pde , Biggera Waters , 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 uniformed 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: 28/01/2026

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Optus and or Uecomm Qld

Referral
267305221

Member Phone
1800 505 777

Responses from this member

Response received Wed 28 Jan 2026 1.08pm

File name	Page
Response Body	71
267305221 - Optus Plan.pdf	72
267305221 - Optus Response Letter.pdf	73

Optus - Before You Dig Australia - REFERRAL NOTIFICATION

This referral has been successfully processed by Optus and the results are contained in the attached files.

Notice: Please DO NOT REPLY TO THIS EMAIL as it has been automatically generated and replies are not monitored.

If you have any queries or attachments missing please contact:

Network Operations Centre

1 Lyonpark Road,

Macquarie Park, NSW 2113

Ph: 1800 505 777

Fax: 1300 307 035

You will require Adobe Reader to view attachments.

<http://www.adobe.com/downloads/>

We thank you for your enquiry and appreciate your continued use of the "Before You Dig Australia Service" Asset Analysis Service. If you require further information in relation to Optus and/or Uemcomm cables please contact Optus on above.

This reply relates only to the location indicated above and is valid for 30 days from the sent date. Where additional works are planned that have not been specified within this reply, Optus require that an additional enquiry be submitted to Before You Dig Australia enquiry Service: <http://www.byda.com.au>

In the case of no additional location request being submitted, Optus will hold the relevant party responsible for any damage to Optus and/or Uecommm plant and all expenses incurred by Optus as a result of asset damage.

This e-mail may contain confidential information. If you are not the intended recipient, please notify Network Operations Centre immediately and delete this e-mail from your system. You must not disclose this e-mail to anyone without express permission from the sender. The contents of all e-mails sent to and received from Optus may be scanned, stored, or disclosed to others at Optus' discretion.

Date: 28 Jan 2026
To: Jared Zak
Company: Dott & Crossitt
Address: 1-2/2-4 New Street
Nerang, QLD 4211

ENQUIRY DETAILS

Location: 536 Marine Pde, Biggera Waters, QLD 4216
Sequence No.: 267305221
BYDA Reference: 52215530

In relation to your enquiry concerning the above location, Optus advises as follows:

Optus records indicate that there ARE underground Optus FIBRE OPTIC TELECOMMUNICATIONS ASSETS in the vicinity of the above location as per the attached drawing(s).

PLEASE NOTE that any interference with these assets may be considered an offence under the Criminal Code Act 1995 (Cth). Optus reserves the right to seek compensation for loss or damage to its assets including consequential loss.

This reply is valid for a period of 30 days from the date above.

IMPORTANT INFORMATION

Asset location drawings provided by Optus are reference diagrams and are provided as a guide only. The completeness of the information in these drawings cannot be guaranteed. Exact ground cover and alignments cannot be provided with any certainty as these may have altered over time. Depths of telecommunications assets vary considerably as do alignments. It is essential to identify the location of any Optus assets in the vicinity prior to engaging in any works.

All Optus assets in the vicinity of any planned works will need to be electronically located to ascertain their general location. Depending on the scope of planned works in the vicinity, the assets may also need to be physically located.

YOU MUST ENGAGE THE SERVICES OF ONE OF THE OPTUS ASSET ACCREDITED LOCATORS TO CARRY OUT ASSET LOCATION (REFER LIST OF ACCREDITED LOCATORS AT THE END OF THIS OPTUS RESPONSE).

Unless otherwise agreed with Optus, where an on-site asset location is required, the requestor is responsible for all costs associated with the locating service including (where required) physically exposing the Optus asset.

DUTY OF CARE

When working in the vicinity of telecommunications assets you have a legal "Duty of Care" and non-interference that must be observed.

It is your responsibility as the requesting party (as a landowner or any other party involved in the planned works) to design for minimal impact to any existing Optus asset. Optus can assist at the design stage through consultation.

It is also your, as the requesting party (or your representative's), responsibility to:

- a) Obtain location drawings (through the Before You Dig Australia process) of any existing Optus assets at a reasonable time before any planned works begin;
- b) Have an Optus Accredited Asset Locator identify the general location of the Optus asset and physically locate the asset where planned works may encroach on its alignment; and
- c) Contact Optus for further advice where requested to do so by this letter.

DAMAGE TO ANY OPTUS ASSET MUST BE REPORTED TO 1800 505 777 IMMEDIATELY

You, your head contractor, and any relevant subcontractor are all responsible for any Optus asset damage as a result of planned activities in the vicinity of Optus assets.

This applies where works commence prior to obtaining Optus drawings, where there is failure to follow instructions or during any construction activities.

Optus reserves the right to recover compensation for loss or damage to its assets including consequential loss. Also, you, your head contractor and any relevant subcontractor may also be liable for prosecution under the Criminal Code Act 1995 (Cth).

ASSET RELOCATIONS

You are not permitted by law to relocate, alter or interfere with any Optus asset under any circumstance. Any unauthorised interference with an Optus asset may lead to prosecution under the Criminal Code Act 1995 (Cth). Enquiries relating to the relocation of Optus assets must be referred to the relevant Optus Damages and Relocations Team (refer to "FURTHER ASSISTANCE").

APPROACH DISTANCES

On receipt of Optus asset location drawings and prior to commencing any planned works near an Optus asset, engage an Optus Accredited Locator to undertake a general location of the Optus asset.

Physical location of the Optus asset by an Optus Accredited Locator will also be required where planned works are within the following approach distances of the general location of the Optus asset:

- a) In built up metropolitan areas where road and footpaths are well defined by kerbs or other features a minimum clear distance of 1 meter must be maintained from the general location of the Optus asset.
- b) In non-established or unformed metropolitan areas, a minimum clear distance of 3 meters must be maintained from the general location of the Optus asset.
- c) In country or rural areas where wider variations may exist between the general and actual location of an Optus asset may exist, then a minimum clear distance of 5 meters must be maintained from the general location of the Optus asset.

If planned works are parallel to the Optus asset, then the Optus asset must be physically located by an Optus Accredited Locator at a minimum of 5 meter intervals along the length of the parallel works prior to work commencing.

Under no circumstances is crossing of any Optus asset permitted without physical location of the asset being carried out by an Optus Accredited Locator. Depending on the asset involved an Optus representative may be required onsite.

The minimum clearances to the physical location of Optus assets for the following specific types of works must be maintained at all times.

Note: Where the clearances in the following table cannot be maintained or where the type of work differs from those listed then advice must be sought from the relevant Optus Damages and Relocations Team (refer to "FURTHER ASSISTANCE").

Type of Works	Clearance to Physical Location of Optus Asset
Jackhammers / Pneumatic Breakers	Not within 1 meter.
Light duty Vibrating Plate or Wacker Packer type compactors (not heavy road construction vibrating rollers etc.)	500mm compact clearance cover before a light duty compactor can be used over any Optus conduit. No compaction permitted over Optus direct buried cable without prior approval from Optus.
Boring Equipment (in-line, horizontal and vertical)	Not within 5 meters parallel of the Optus asset location without an Accredited Optus Asset Locator physically exposing the Optus asset and with an Optus representative onsite. Not to cross the Optus asset without an Accredited Optus Asset Locator physically exposing the Optus asset and with an Optus representative onsite.

Type of Works	Clearance to Physical Location of Optus Asset
Heavy vehicle Traffic (over 3 tonnes)	<p>Not to be driven across Optus conduits with less than 600mm of cover.</p> <p>Not to be driven across Optus direct buried cable with less than 1.2 meters of cover.</p> <p>Once off crossings permitted, multiple crossing (e.g. road construction or logging) will require Optus approval.</p> <p>Accredited Optus Asset Locator to physically expose the Optus asset to verify actual depth.</p>
Mechanical Excavators, Farm Ploughing, Vertical Hole installation for water bore or fencing etc.	<p>Not within 1 meter.</p> <p>Accredited Optus Asset Locator to physically expose the Optus asset to verify actual location.</p>

ASSET CLEARANCES AFTER COMPLETION OF WORKS

All Optus pits and manholes must be a minimum of 1 meter from the back of any kerb, 3.5 meters of the road surface without a kerb or not within 15 meters of street intersection.

In urban areas Optus conduit must have the following minimum depth of cover:

- Footway 600mm;
- Roadway 1 meter at drain invert and at road centre crown.

In rural areas Optus conduit must have a minimum depth of cover of 1 meter and direct buried cable 1.2 meters.

In cases where it is considered that the above clearances cannot be maintained at the completion of works, advice must be sought from the relevant Optus Damages and Relocations Team (refer "Further Assistance").

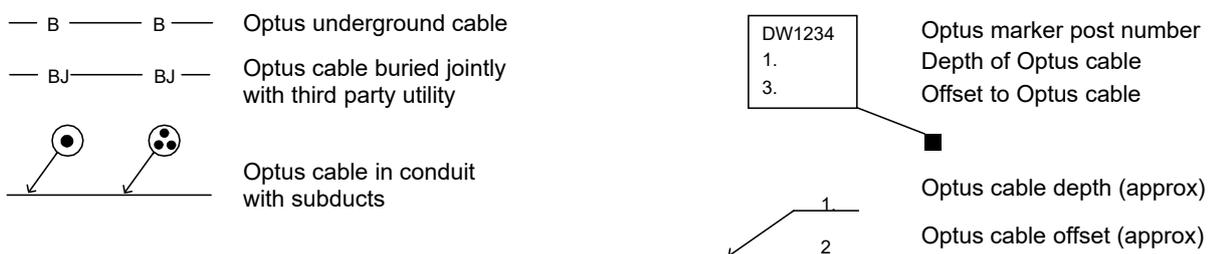
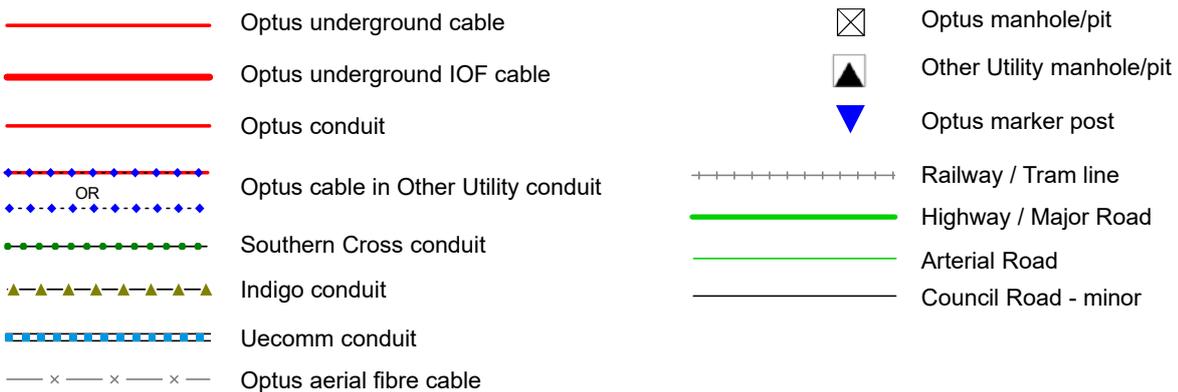
FURTHER ASSISTANCE

Further assistance on asset clearances, protection works, or relocation requirements can be obtained by contacting the relevant Optus Damages and Relocations Team on the following email address:

NFODamages&RelocationsDropbox@optus.com.au

Further assistance relating to asset location drawings etc. can be obtained by contacting the Optus Network Operations Asset Analysis Team on 1800 505 777.

OPTUS ENGINEERING DRAWING SYMBOLS





Optus Accredited Asset Locators

Name	Company Name	Phone	Email	State	Region/Service Area
Drew Misko	Australian Subsurface Pty Ltd	0427 879 600	admin@australiansubsurface.com	ALL	ALL
Andrew Watson	Subsurface Mapping Solutions Pty Ltd	0408 839 723	admin@subsurfacems.com.au	ALL (Not TAS)	South East QLD + Aus wide
Chris Gordon	Heavy Construction Solutions	1300 859 027	chris.gordon@heavycs.com.au	VIC, NSW, QLD, SA, TAS	All
Anthony Emmer-son	Taylor's Development Strategists	03 9501 2800	a.emmerson@taylor'sds.com.au	All	Nation Wide
Nathan Kelleher	Seeker Utility Engineering Pty Ltd	1300 733 583	info@seekerutility.com.au	VIC, NSW, ACT, QLD, TAS	Melbourne, regional Victoria, Sydney & regional NSW, all ACT, Brisbane QLD, Hobart & regional TAS
Sean Henry	Asset Survey Solutions	1300 035 796	info@assetsurvey.com.au	VIC, QLD, NSW, SA	VIC, QLD, NSW, SA
Suhairee Suhaimi	BCE Spatial	08 9791 7411	harry@bcespatial.com.au	WA/SA/VIC/NSW	All Regions
Alan Cordner	Alcom Fibre Services Pty Ltd	0400 300 337	alcomfibre@bigpond.com	NSW	Sydney, NSW
Daniel Rogers	D&D Rogers Pty Ltd T/as Bradmac Locating Services	0407662605	info@bradmaclocating.com.au	NSW	Sydney and surrounds
Shane Buckley	Cable & Pipe Locations Pty Ltd	0408730430	shane@cableandpipelocations.com.au	NSW	North Coast, Mid-North Coast, Northern Rivers, Central West, New England
Annabelle Pegler	Down Under Detection Services (DUDS)	0418 267 964	apegler@duds.net.au	NSW	All
Michael Grant	M&K Grant Bega Bobcats Pty Ltd	0427 260 423	zzbobcat@bigpond.net.au	NSW	Bega, Far South Coast
Antony Critcher	Geotrace Australia	1300 562 284	antony@geotrace.com.au	NSW	Entire Region
Sarah Martin	Hydro Digga	0447 774 000	admin@hydrodigga.com	NSW	Mid North Coast
Nathan Ellis	Utility Locating Services	0404 087 555	mail@uls.com.au	NSW	Sydney only

Scott O'Malley	Coastal Cable Locators Pty Ltd	0427 975 777	scott@coastalcablelocators.com.au	NSW	South Coast
Liam Bolger	Brandon Construction Services	0438 044 008	liam.bolger@hotmail.com	NSW	Sydney
Karen Durkin	Durkin Construction Pty Ltd	02 9712 0308	karen@durkin.au	NSW/ACT	Entire NSW and ATC
Theresa Donnelly	Locate and Map	(02) 8753 0049	admin@locateandmap.com.au	NSW	Greater Sydney Region
Ken Browne	Riteway Traffic Control Pty Ltd	0419 212 969	kbrowne@ritewaytc.com.au	NSW	Central Coast, Newcastle
Jean-Max Monty	Civilscan	1300 575 488	info@civilscan.com.au	NSW	Sydney, Central Coast, Hunter, Blue Mountains, Southern Highlands, Illawarra
Scott Hunter	Hunter Ground Search	0409327345	admin@hunter-groundsearch.net.au	NSW	Hunter, Upper Hunter, Central Coast, Newcastle
Damien Black	Mid North Coast Hydro Digging & Service Locating P/L	0418 409 465	djblack1@bigpond.com	NSW	Mid North Coast
Joseph Restuccia	ProLocate	0415 633 393	joe.restuccia@prolocate.com.au	NSW	NSW Wide
Barry Maloney	Online Pipe & Cable Locating	1300 665 384	Office@onlinepipe.com.au	NSW	Sydney, Central Coast, Canberra, Wollongong, Newcastle
Sam Romano	Locating Services	0403 065 510	sam.romano@locatingservices.com.au	NSW	NSW All
Scott Allison	CRUX Surveying Australia Pty Ltd	0285822300	scottallison@cruxsurveying.com.au	NSW	Sydney Metro
Donna Wullaert	Commence Communications Pty Ltd	02 6226 3869	admin@commencecomms.com.au	NSW	Canberra/ Yass / Bungendore/ Goulburn and surrounding regional areas
Grant Pearson	Warrabinya Services	0423 651 615	grant@warrabinya.com.au	NSW	Greater Sydney region
Stephen Fraser	Advanced Ground Locations	(02) 4930 3195	steve_agl@hotmail.com	NSW	Newcastle, Hunter Valley, Central Coast, Taree & Surrounding Areas
Mark Smith	Armidale Electrical	02 6772 3702	office@armidale-electrical.com.au	NSW	Northern Tablelands/Northern NSW
Samantha Guptill	Australian Locating Services	1300 761 545	admin@locating.com.au	NSW	All NSW
Clay Laneyrie	Laneyrie Electrical	0411142627	bindy@laneyrieelectrical.com.au	NSW	Illawarra, South Coast, Shoalhaven, Southern Highlands

Reece Gainsford	East Coast Locating Services	0431 193 111	admin@eastcoastlocatings-services.com.au	NSW	Newcastle/Maitland/ Hunter / Sydney / Central Coast / upper hunter / Port Stephens
Jason Vane	Smartsan Locators Pty Ltd	1300 778 923	bookings@sslocators.com.au	NSW	Sydney, Wollongong, Central Coast
Alex Farcash	Newcastle Locating Services	0410698599	admin@newcastlelocatings-services.com.au	NSW	NSW
Amer El Chami	Site Scan Pty Ltd	0449 992 520	office@sitescan.net.au	NSW	All NSW
Ali El Najjar	Sydney Service Locators	0449 205 705	Info@sydneyserVICelocators.com.au	NSW	Sydney only
Paul Wallis	Beveridge Williams	0431 458 878	wallisp@bevwill.com.au	NSW	NSW Wide
Cameron Handley	Wombat Underground Services	0407477038	accounts@wombatunderground-services.com.au	NSW	ALL
Simon Williams	Geoscope Utility Detection Services Pty Ltd	1300 750 350	info@geoscopelocating.com.au	NSW	Sydney only
Laurence Mead	Astrea Pty Ltd	1300 009 346	admin@astrea.com.au	NSW	Sydney only
Braydon Greenwood	City Coast Services	0422432813	braydon.greenwood@live.com.au	NSW	NSW
Jim Morrison	Absolute Utilities Pty Ltd	0429 496 375	jim@absoluteutilities.com.au	NSW	Mid North Coast
Declan Dowd	Dowds Pipe And Cable Locating	0434 635 134	accounts@pipeandcable.com.au	NSW	Sydney/Wollongong
Nicholas Schneider	Subsurface Utility Solutions	0421157372	nick@subsurf.com.au	NSW	Sydney only
Ricky Evans	Riverina Cable Locating	0411444980	ricky@riverinacablelocating.com.au	NSW	Riverina, Murray
Adrian Ruane	Road and Rail Excavations Pty Ltd	0414 594 063	cody@roadandrailexcavations.com.au	NSW	Sydney only
Billy Cameron	Locate Down Under Pty Ltd	0431275034	info@locatedownunder.com.au	NSW	Sydney only
Daniel Hudson	Geosurv Locating Pty Ltd	1300 554 675	dan@geosurv.com.au	NSW	Sydney only
Roneel Chand	JDG Civil	0416506891	sadhunaam@gmail.com	NSW	Sydney only
Tim Briggs	Deetect Locating Services	0414630852	deetect.locating@outlook.com	NSW	ACT / NSW
Sean Ferriter	Utech Solutions Pty Ltd	1300 427 614	seanf@vaughancivil.com.au	NSW	Sydney only
Mark Restuccia	Direct Connect Locating PTY LTD	0400507690	info@dclocating.com.au	NSW	NSW only
Ali Chahine	Underground Industries	0406906787	info@undergroundindustries.com.au	NSW	Sydney only

Scott Copetti	Metiri	0435 710 399	scott@metiri.com.au	NSW	Newcastle & Hunter Region
Alex Trevisan	VFT	61 458 488 173	admin@vftes.com	NSW	Sydney only
Roneel Chand	Tonagh Civil Pty Ltd,	0416506891	roneel@tonaghcivil.com.au	NSW	All Regions
Brett Pickup	BAP Services Pty Ltd	0434006009	Brett@bapservices.com.au	NSW	All Areas, Sydney, Illawarra, Newcastle, ACT
Patrick Billingham	OzDetect Pty Ltd	0497700667	patrick@ozdetect.com.au	NSW	NSW
Cameron Brown	Sub Scan Australia	0421751343	admin@subscan.com.au	NSW	Norther Rivers
Jesse Gavin	LCG GLOBAL PTY LTD	1300032740	info@lcsolutions.com.au	NSW	All NSW
Rob Moate	Dig Safe NSW Pty Ltd	0477 900 200	rob@digsafensw.com.au	NSW	All Regions
Michael Nicholls	LocateX	0487 043 596	info@locatex.com.au	NSW	Sydney, Central Coast, Newcastle
Brad Mccorkindale	b4 u dig locators	0447818260	jon@b4udiglocators.com	NSW	central west nsw
Euan Gow	Jurovich Surveying	1300 750 000	egow@jurovichsurveying.com.au	WA/NSW/SA	All state
Paul Linton	Utility Mapping	1300 627 746	plinton@isgroup.io	NSW/VIC/QLD/WA/NT	Sydney/ Melbourne/ Brisbane/ Perth/ Darwin
Karen Durkin	Durkin Construction Pty Ltd	02 9712 0308	karen@durkin.au	NSW/ACT	Entire NSW and ACT
Andrew Findlay/ Anthony Hart	LiveLocates	1300 517 062	info@livelocates.com.au	NSW/ACT	South Coast NSW, ACT, Snowy Mountains, Snowy Valley
Ian Brown	A1 Locate Services Pty Ltd	0400 484 828	Ian.brown@a1locate.com.au	NSW/ACT	Illawarra, Shoalhaven, South Coast, Southern Highlands & all NSW & ACT
Jason Steger	Steger & Associates Registered Land Surveyors	0400 008 641	jason.steger@steger.com.au	ACT/NSW	ACT & Surrounds
Samuel Hathaway	Landmark Surveys	02 6280 9608	admin@landmarksurveys.com.au	NSW/ACT	ACT & Southern NSW
Kaisar Sefian	Australian Utility Search Pty Ltd	0424 841 888	kaisar@aususearch.com.au	NSW/ACT	Sydney to Canberra & all in between
Daniel Fox	Epoca Environmental Pty Ltd	1300 376 220	daniel@epocaenvironmental.com.au	NSW & ACT	All NSW & ACT
Scott Tancred	SureSearch Underground Services	1300 884 520	Scott.Tancred@suresearch.com.au	NSW/ACT QLD	NSW, Sydney, Northern NSW, Canberra, QLD, South East QLD.
Justin Martinez	LCG GLOBAL PTY LTD	0401749007	J.martinez@lcsolutions.com.au	NSW, ACT, QLD, VIC	All regions
Troy Redden	On Point Utility Locating	1300 66 76 46	Troy@onpointlocating.com.au	NSW/QLD	Throughout both states

Geoff Campbell	CLS Locating	0450759497	geoffrey@campbellslocating.com.au	NSW/QLD	All QLD, Northern Rivers, NSW
Patrick Popovic	Site And See Pty Ltd	0479 162 692	patrick@siteandsee.com.au	QLD/NSW	Northern NSW, South East QLD
Kelsee Stevens	Abletech Underground Group	07 5293 7746	admin@abletechunderground.com.au	QLD / NSW	QLD / NSW
George Koenig	Downunder Locations(NSW) Pty Ltd	0438243856	downunderlocations@gmail.com	NSW/QLD	Tweed Heads/Gold Coast/Northern Rivers/Brisbane
Rhys Lambert	Provac / one find cables	1300 734 772	rhys@provac.net.au	QLD	South East QLD
Paul Beaton	Cairns Asset Locations	0448 157 227	paul.beaton@clarketrenching.com.au	QLD	FNQ to NT Border
Chris Hall	D C Locators Pty Ltd	0419 679 741	dcloc@powerup.com.au	QLD	Brisbane, Ipswich
Benji Lee	LADS	0478 915 237	benji@ladsqld.com.au	QLD	South East QLD
Ian Lambert	Lambert Locations Pty Ltd	07 5562 8400	admin@lambertlocations.com.au	QLD	South East QLD & Northern NSW
Ross Clarke	FNQ Cable Locators Pty Ltd	0428 775 655	onlineco@bigpond.net.au	QLD	QLD REGION
Col Greville	Bsure Locators	0488 520 688	admin@bsurelocators.com.au	QLD	Wide Bay & Burnett, Central and Western Queensland, Western Downs
Matthew Carr	Pensar	0405609739	matty.carr@pensar.com.au	QLD	Brisbane
Lacey Wallace	GeoRadar Asutrialia Pty Ltd	(07) 4331 5588	accounts@georadar.net.au	QLD	Widebay, Central QLD, Emerald & Surroundings
Craig Waite	C Locate	0437 808 444	clocate@bigpond.com	QLD	South East
Jeffrey Lenehan	Syndicate	0404141270	jlenehan@syndicate.com.au	QLD	Brisbane
Toni O'Dell	Utility Location Services	1300 001 857	qldops@utilitylocation-services.com.au	QLD	South East QLD
Jenny Dziduch	1300 Locate Pty Ltd	1300 562 283	admin@1300locate.com.au	QLD	All Queensland, Northern NSW
Brendon Smith	Advanced Locating PTY LTD	0424678823	admin@advancedlocating.com.au	QLD	Gold Coast
Bruce Normyle	Dynamic Locator Services	0434 731 933	Bruce@dynamicexcavations.com.au	QLD	SEQ
Robert Rutledge	Safe Dig Services	+61 7 3376 0856	rrutledge@safedig.com.au	QLD	Brisbane
Michael Falla	ICUC Locating Services Pty Ltd	0410085365	michael.falla@icuclocatingservices.com.au	QLD	South East QLD

Ben Stephens	DTS Group TA Electros-can	0434 140 556	ben.s@electroscanqld.com.au	QLD	Queensland
Adam Lloyd	Aussie HydroVac Services	07 3287 7818	adam.lloyd@aussiehydrovac.com.au	QLD	All
Michael Prentice	Onsite Utility Locations	0437 172 601	admin@onsiteutilitylocations.com.au	QLD	SEQ
Roland Mollison	LandPartners Pty Ltd	0439 488 545	roland.mollison@landpartners.com.au	QLD	South East Queensland
Duncan McGrath	Abletech Underground Group	0418 511 767	duncan@abletechunderground.com.au	QLD	QLD Wide
Daniel Poppi	Ace Cable Locations	0431517837	acecablelocations@bigpond.com	QLD	Wide Bay Burnett
Jason Bastow	Utility Underground	0414454015	jason@utilityunderground.com.au	QLD	QLD / NSW
Aidan Waszaj	South-East Scanning Pty Ltd	0421 193 439	aidan@southeastscanning.com.au	QLD	Southeast Queensland
Josh Brinn	i-LOCATE	0418 105 902	josh@i-lec.com.au	QLD	QLD only
Carl Molloy	Provac Melbourne	0451 104 611	melbourne@provac.net.au	VIC	Melbourne Region
Olivier Davies	Central Locating Pty Ltd	0439995894	ollie@centrallocating.com.au	VIC	Geelong and surrounding area
Tina Brereton	D-Tech Ground & Overhead	03 9544 8933	tina@d-tech.net.au	VIC	ALL
Josh Taylor	Advanced Locations Victoria Pty Ltd	0427846716	josh@advancedlocationsvic.com.au	VIC	All Victoria
Ben Minutoli	Geelong Cable Locations	1800 449 543	ben@geelongcablelocations.com.au	VIC	Melbourne, Geelong, Country Victoria
Mick McGoldrick	Locate Cables	0404 241 679	mick@locatecables.com	VIC	Western Victoria
Phi Nguyen	Asset Detection Services Pty Ltd	1300 300 100	Phi.nguyen@assetdetection.com.au	VIC	Melbourne/VIC
Maurice Tobin	Drain Solutions	0412 111600	info@drainsolutions.com.au	VIC	Melbourne Metro
Leigh French	Veris Australia VIC	(03) 7019 8400	melbourne@veris.com.au	VIC	Melbourne
Ben Wooldridge	Controltech Solutions	0447 760 759	ben.wooldridge@controltechsolutions.com.au	VIC	Melbourne
Chris Sandlant	Access Utility Engineering P/L	03 9799 8788	Chris.sandlant@accessue.com.au	VIC	Victoria & Regional
Shaun Stephen	STS Locating Services	0405 181 734	stslocatingservices@gmail.com	VIC	All VIC
Glen Foreman	Underground Services Detection Pty Ltd	0402 748 889	undergroundservices@bigpond.com	VIC	Victoria

Clinton Carver	Insight Underground Pty Ltd	0468 900 273	clinton@insightunderground.com.au	VIC	Victoria
Lindsay Botha	L B Underground Service Locations & Engineering	0499 658 677	lb.locations.engineering@gmail.com	VIC	Metro and Regional Victoria
Damien Nielsen	ELS Environmental Location Systems Pty Ltd	0499 499 137	bookings@elsvic.com.au	VIC	Victoria only
Tyler Blake	CHS Group	0409 437 750	tyler.blake@chsgroup.com.au	VIC	Horsham VIC
Craig Jackson	Survey Management Solutions	0400647299	craigj@surveyms.com.au	VIC	All Regions
Chloe Milligan	Tequa Plumbing and Civil	0351432666	civil@tequa.au	VIC	Gippsland only
David Hunter	Ballarat Locating Services	0488 501 261	dave@ballaratlocating.com.au	VIC	Western Victoria, Melbourne
Alex Jones	HR Utilities	1300 533 612	info@hrutilities.com.au	VIC	All of VIC
Ashley Stevens	ABS HYDRO Pty Ltd	0422 798 476	ashley.stevens@abshydro.com.au	NSW/VIC	All of VIC, Regional NSW
Robert Wootton	Trenchless Pipelaying Contractors (TPC)	08 8376 5911	tpc@trenchlesspipelaying.com.au	SA	All
Marc Rose	SADB	0488190699	marc@sadb.com.au	SA	Adelaide only
Deninis Stray	Pinpoint Services Mapping	(08) 8130 1600	hello@pinpointsm.com.au	SA	Adelaide
Michael Gear	Michael Gear	08 82788732	admin@mgsurveys.com.au	SA	South Australia
Matthew Cooper	Fulton Hogan	0447 320 581	Matthew.Cooper@fulton-hogan.com.au	SA	Adelaide
Liam Catchpole	Apex Service Locating Pty Ltd	0458 924 471	liam@apexvacolutions.com.au	SA	Adelaide and Surroundings
Bradley Gosling	Engineering Surveys	0433506880	bgosling@engsurveys.com.au	SA	Adelaide
Jason Shelvock	SA Underground Pty Ltd	0430 067 476	jason@saunderground.com.au	SA	All SA
Stephanie Leong	Platinum Locating Services	08 94080625	enquiries@platinumlocating.com.au	WA	WA
Henry Westbrook	Cable Locates & Consulting	08 9524 6600	admin@cablelocates.com.au	WA	All WA
Cameron Swift	Mikcomm Communication	08 9337 1125	cswift@mikcomm.com.au	WA	All
Tobi Lawrence-Ward	Abaxa	08 9256 0100	enquiries@abaxa.com.au	WA	Perth, Southwest, Western Australia
Ben Upton	TerraVac Vacuum Excavation	0433 374 802	locations@terravac.com.au	WA	Perth

Dale Shearsmith	Subtera	1300 046 636	dale@subtera.com.au	WA	WA
Liam Davies	Bunbury Telecom Service	897260088	admin@btswa.com.au	WA	WA
Edel O'Connor	Kier Contracting	0456 190 910	edel@kier.com.au	WA	Perth Metro & greater region; Regional WA
Nigel Nunn	CCS Group / Utility Locating Solutions	08 9385 5000	enquiry@ccswa.com.au	WA	Perth
Jeremy Brown	Spotters Asset Locations Pty Ltd	0459 130 677	jeremy@spottersassetlocations.com.au	WA	All
Reece Topham	Prime Locate	0400 888 406	reece@primelocate.com.au	WA	All
Rhyce Murphy	RM Surveys	08 9457 7900	rhyce.murphy@rmsurveys.com.au	WA	All
James Horton	Westscan Pty Ltd	1300 858 404	westscan1@gmail.com	WA	All
Ashleigh Austin	Veris WA	0419 024 696	perth@veris.com.au	WA	Perth Metro & Regional
Tim Daws	Award Contracting Pty Ltd	0411 878 895	info@awardcontracting.com.au	WA	Metro & Country Regions
Stephen Steart	Cabling WA Pty Ltd	0422 845 586	ssteart@cablingwa.com.au	WA	Perth Metro
Devvyn Barto	Pulse Locating	0431402738	devvyn.barto@pulselocating.com.au	WA	Western Australia
Shane McQuoid	Find Wise Location Services	0407992758	shane@findwise.com.au	WA	Perth
Alex King	KR SURVEYS	0400077933	alex@krsurveys.com.au	WA	Statewide
Cody Foster	Precision Locating Pty Ltd	0473029391	cody@precisionlocating.net	WA	Statewide
Scott Harrison	Triodia Scanning services PTY LTD	0438 664 196	booking@triodiascanning.com.au	WA	Perth/ Regional
Stuart Speckman	FYFE	08 8944 7888	Stuart.Speckman@fyfe.com.au	NT/SA/NSW	NT/SA/NSW
Wayne Parslow	Danisam	0417 089 865	danisam@westnet.com.au	NT	Darwin NT and Surrounds
Heather Easter	Archers Underground Service Pty Ltd	0418 737 299	admin@auslocations.com.au	TAS	Statewide
Scott Crerar	Paneltec Group	0400 895 637	scott@paneltec.com.au	TAS	All
Hayden Stone	Utility Detection & Mapping	03 61712555	admin@udmgroup.com.au	TAS	Statewide

Referral
267305226

Member Phone
1800 653 935

Responses from this member

Response received Wed 28 Jan 2026 1.24pm

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Attention: Jared Zak

Site Location: 536 Marine Pde, Biggera Waters, QLD 4216

Your Job Reference: 536 Marine Pde

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 request.

 Accredited Plant Locator	General Contact Information including applications required to view Cable Plans - DWF & PDF
 Telstra Duty of Care v33.0a	Your responsibility and Legal requirements working near Telstra's Assets
 Telstra Map Legend v4_0c	Common Symbols on Cable Plans and Safe Clearance distances when working near Telstra Assets

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.

In particular please read and familiarise yourself with 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/>, as these documents set out the essential steps that must be undertaken prior to commencing construction activities.

 Best practice guides and the five P's of safe excavation	These are the essential steps to be undertaken prior to commencing construction activities	Essential Steps : Link 5 P's: Link
 CERTLOC GLOBAL	Telstra highly recommends using Certified Locators	CERTLOC : Link
 1800 653 935 Telstra Plan Services	Whenever in doubt please contact this number for Telstra BYDA map related enquiries email Telstra.Plans@team.telstra.com	Note: that Telstra plans are only valid for 60 days from the date of issue
 How to Report Damage to Telstra Equipment	If you think you have damaged Telstra Assets, please Report it ASAP.	Call: 13 22 03 Report Online: Link

	<p>It is a criminal offence under the 'Criminal code act 1995' to tamper or interfere with Telecommunications infrastructure. Telstra will take action to recover compensation for the damage caused to property and assets, and for interference with the operation of Telstra's networks and customer service.</p>
	<p>Telstra plans contain confidential information and are provided on the basis that they are used solely for identifying 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 loss or damage. You must comply with any other terms of access to the data that have been provided by you by Telstra (including conditions of use or access).</p>

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 v33.0a.pdf*)

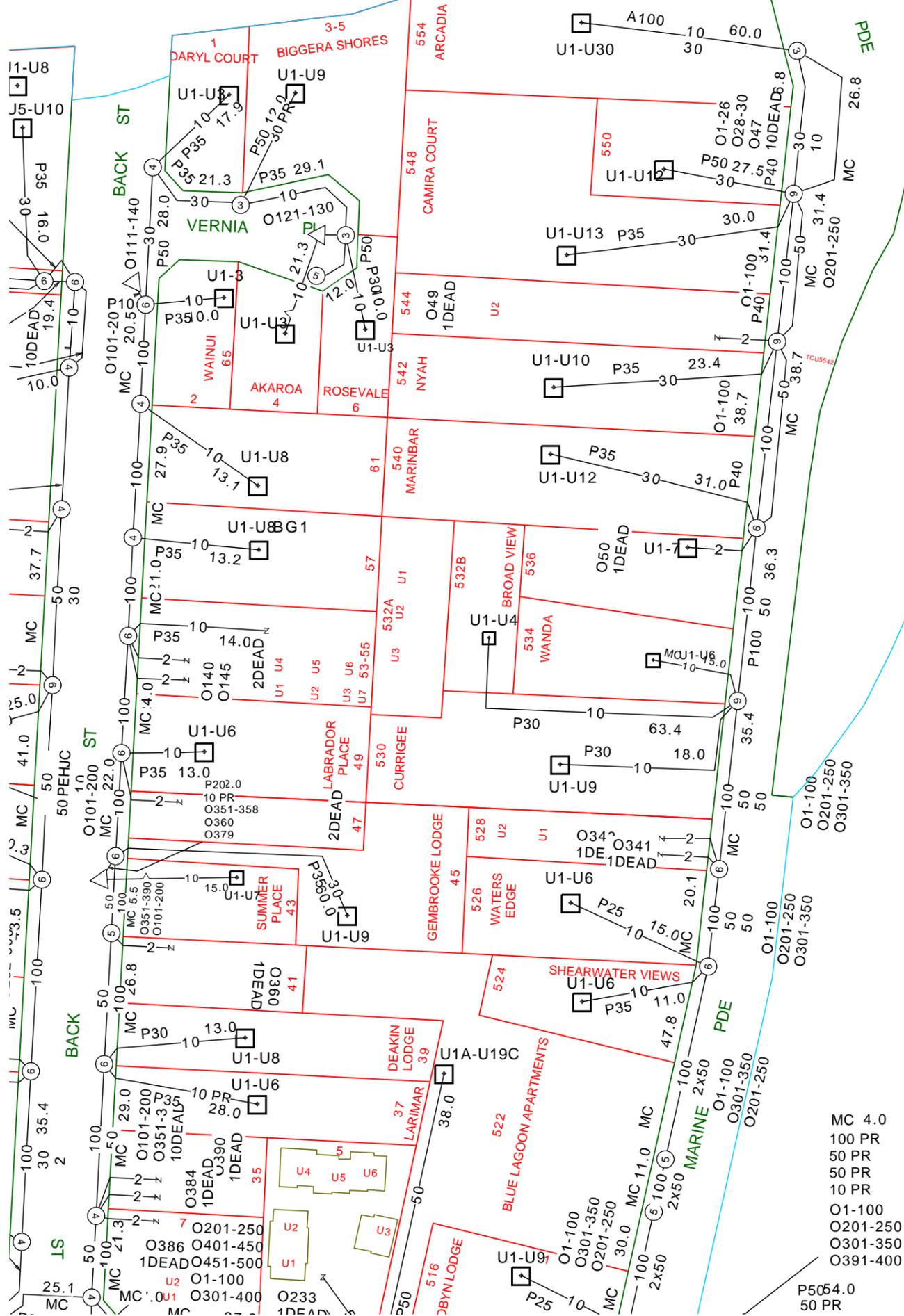
(See attached file: *Telstra Map Legend v4_0c.pdf*)

(See attached file: *AccreditedPlantLocators 2025-12-17b.pdf*)

(See attached file: *267305226.pdf*)

Cable Plan

QUOTA PARK



Report Damage: <https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra/>
 Ph - 13 22 03
 Email - Telstra.Plans@team.telstra.com
 Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries

TELSTRA LIMITED A.C.N. 086 174 781

Generated On 28/01/2026 13:08:03

Sequence Number: 267305226

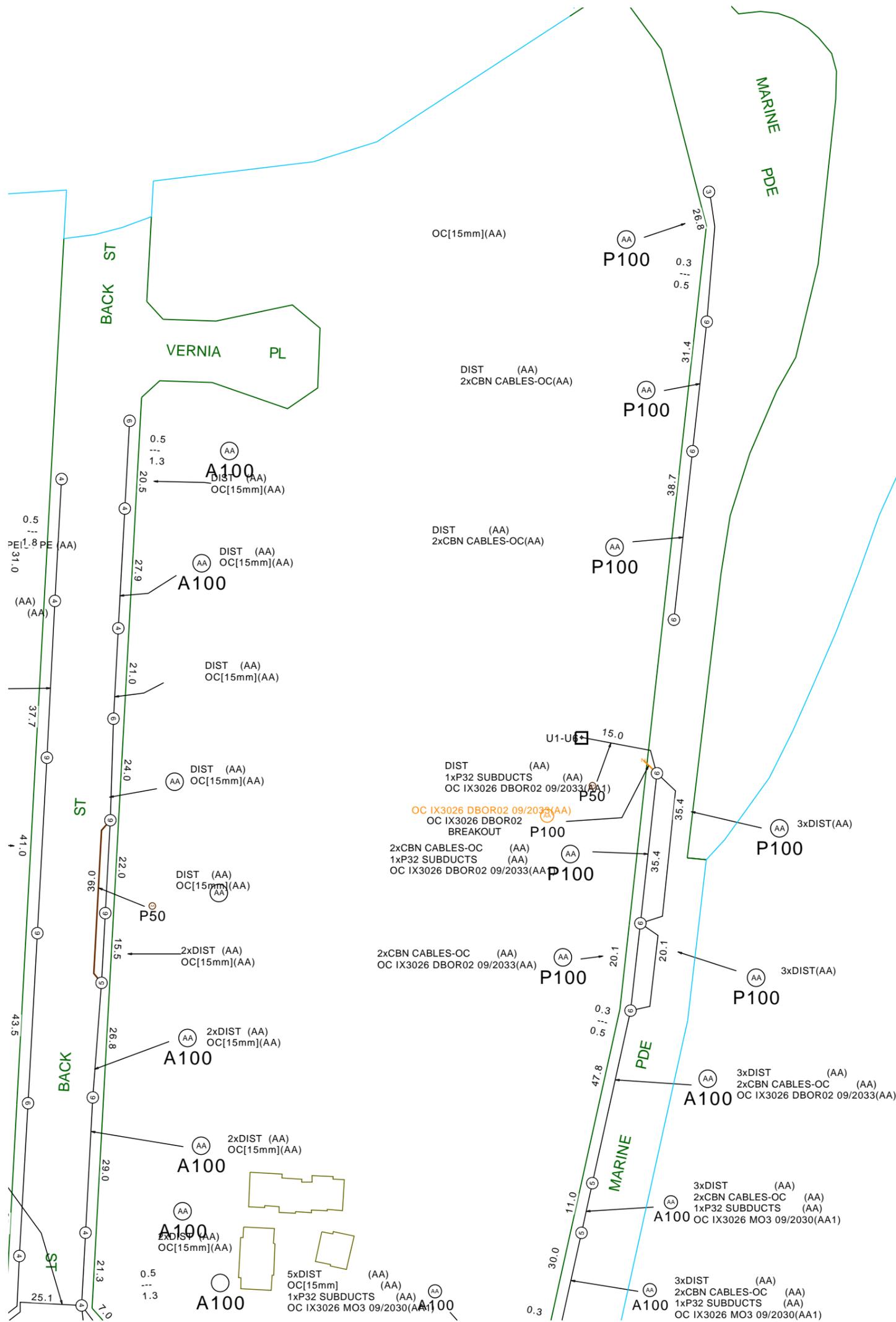
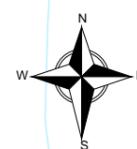
Please read Duty of Care prior to any excavating

The above plan must be viewed in conjunction with the Mains Cable Plan on the following page

WARNING
 Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing it. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy. Further on site investigation is required to validate the exact location of Telstra plant prior to commencing construction work. A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the asset is protected during construction works.

See the Steps- Telstra Duty of Care that was provided in the email response.

Mains Cable Plan



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: 267305226

Please read Duty of Care prior to any excavating

TELSTRA LIMITED A.C.N. 086 174 781

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The above plan must be viewed in conjunction with the Mains Cable Plan on the following page

WARNING
 Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing it. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy. Further on site investigation is required to validate the exact location of Telstra plant prior to commencing construction work. A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the asset is protected during construction works.
 See the Steps- Telstra Duty of Care that was provided in the email response.

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/)
<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.



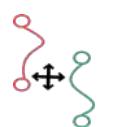
DWF Map Files (all sizes over A3)
Autodesk Viewer (Internet Browser) <https://viewer.autodesk.com/> or
Autodesk Design Review <http://usa.autodesk.com/design-review/> for DWF files.
(Windows PC)



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 arranging for the works to be performed, supervising the works, and undertaking the works to protect Telstra 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. If the Applicant is aware of another party or parties about to perform or performing works at the location, it should ensure that the other party or parties have lodged a BYDA enquiry and obtained plans for that location. If you are undertaking excavations works you must follow the 5Ps of Safe Excavation. The 5 Ps of Safe Excavation are set out in the video in the below link.

<https://www.byda.com.au/education/resources/>

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

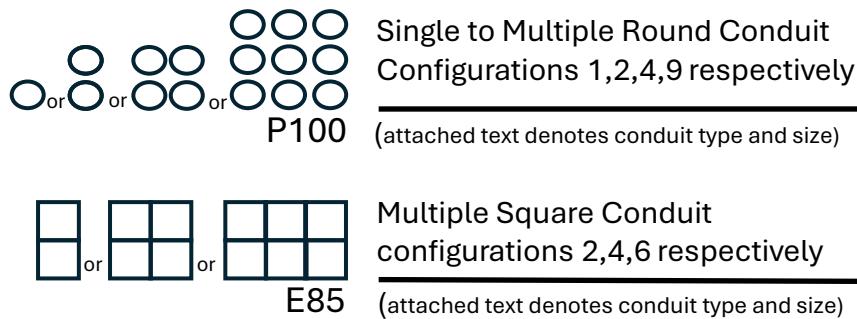
Your information has been provided to Telstra by BYDA to enable Telstra to respond to your BYDA request. Telstra keeps your information in accordance with its privacy statement. You can obtain a copy at www.telstra.com.au/privacy or by calling us at 1800 039 059 (business hours only).

LEGEND



	Lead-in terminates at a Customer Address
	Exchange Major Cable Present
	Pillar / Cabinet Above ground Free Standing
	Above ground Complex Equipment Please note: Powered by 240v electricity
OC	Other Carrier Telecommunication Cable/ Asset. Not Telstra Owned
DIST	Distribution cables in Main Cable Ducts
MC	Main Cable ducts on a Distribution Plan
	Blocked or Damaged Duct
	Footway Access Chamber (can vary between 1-lid to 12-lid)
	NBN Pillar
	Third Party Owned Network Non-Telstra

	Cable Jointing Pit Number / Letter indicating Pit type/size
	Elevated Joint (above ground joint on buried cable)
	Telstra Plant in shared Utility trench
	Aerial cable / or cable on wall
	Aerial cable (attached to joint use Pole e.g., Power Pole)
	Marker Post Installed
	Buried Transponder
	Marker Post & Transponder
	Optical Fibre Cable Direct Buried
	Direct Buried Cable
	nbn owned network



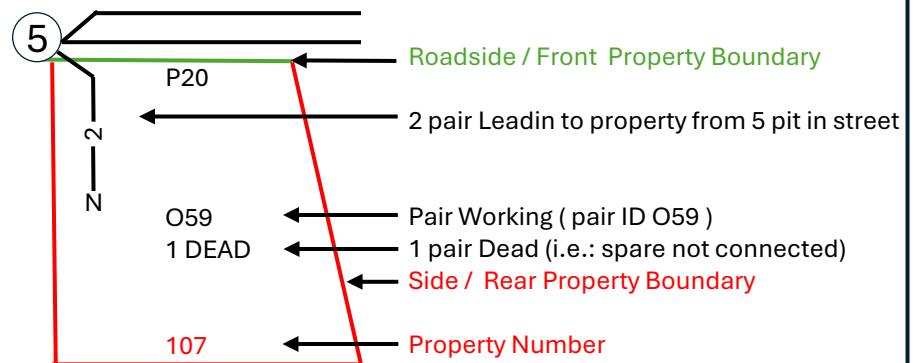
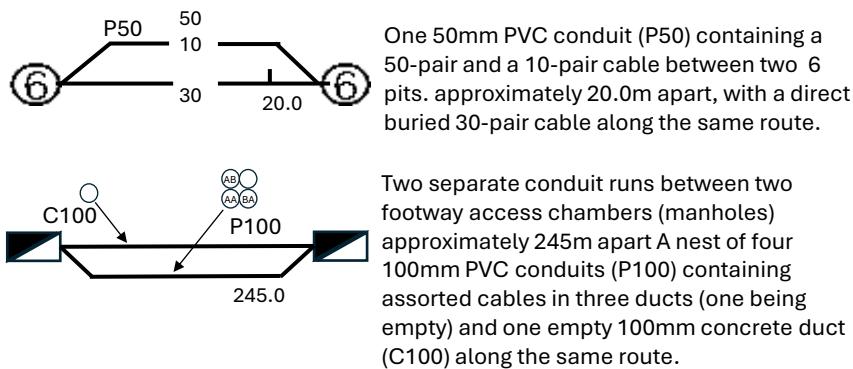
Some examples of conduit type and size:

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

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 Certified 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.

Referral
267305223

Member Phone
1800 786 306

Responses from this member

Response received Wed 28 Jan 2026 1.04pm

File name	Page
Response Body	94
267305223.pdf	95

Request: 267305223 Enquirer: Dott & Crossitt - 3756031 Contact: Jared Zak Email:
form2@dottandcrossitt.com.au Phone: +61449773105 Address: 1-2/2-4 New Street Nerang QLD 4211 Site
Address: 536 Marine Pde Biggera Waters QLD 4216 Activity: Conveyancing Job Number: 52215530

Date: 28/01/2026

Enquirer Name: Jared Zak
Enquirer Address: 1-2/2-4 New Street
Email: form2@dottandcrossitt.com.au
Phone: +61449773105

Dear Jared Zak

The following is our response on behalf of each of the TPG carriers (listed below) to your Before You Dig Australia enquiry – Sequence 267305223

It is provided to you on a confidential basis under the following conditions and must be shredded or securely disposed of after use.

Assets Affected: 536 Marine Pde Biggera Waters

Carriers (each a “TPG carrier”) and assets affected:

PIPE Networks

Location:

According to our records, the underground assets in the vicinity of the location stated in your enquiry are **AFFECTED**. Please read the below information and disclaimers in addition to the any attached plans provided prior to any construction activities.

IMPORTANT INFORMATION

- The information provided is valid for 30 days from the date of this response. If your work site area changes or your construction activity is beyond 30 days please contact Before You Dig Australia on 1100 or www.1100.com.au to re-submit a new enquiry.
- Due to the nature of underground assets and the age of some assets and records, our plans are indicative of the general location only and may not show all assets in the location. You should not solely rely on these plans when undertaking construction works. It is also inaccurate to assume depth or that underground network conduit and cables follow straight lines, and careful on-site investigations are essential to locate an asset's exact position prior to excavation. It is your responsibility to locate and confirm the exact location of our infrastructure using non-destructive techniques. We make no warranty or guarantee that our plans are complete, current or error free, and to the maximum extent permitted by law we exclude all liability to you, your employees, agents and contractors for any loss, damage or claim arising out of or in connection with using our plans.
- Please note that some of our conduits carry electrical cables and gas pipes. Please exercise extreme care when working within the vicinity of these conduit and take into account the minimum clearance distances under Duty Of Care below.
- You (and your employee and contractors) must not open, move, interfere, alter or relocate any of our assets without our prior approval.
- **Note** It is a criminal offence under the *Criminal Code Act 1995 (Cth)* to tamper or interfere with communication facilities owned by a carrier. Heavy penalties may apply for breach of this prohibition, and any damages suffered, or costs incurred by us as a result of such unauthorised works may be claimed against you.

DAMAGE

- You must report immediately any damage to our network on **1800 786 306** (24hrs). We will hold you liable and seek compensation for any loss or damage to our network, our property and our customers that is caused by or arises out of your activities.

DUTY OF CARE

You have a duty of care to carefully locate, validate and protect our assets when carrying out works near our infrastructure. For construction activities that may impact on or interfere with our network, you will need to call us on **1800 786 306** to discuss a suitable engineering solution, lead time and cost involved. The below precautions must be taken when working in the vicinity of our network:

- Contact us on **1800 786 306** to discuss and obtain relevant information and plans on our infrastructure in a particular location if the information provided in this response is insufficient.
- Physically locate and mark on-site our network infrastructure using non-destructive techniques i.e. pot holing or hand digging every 5 metres prior to commencing any construction activities. Assets located must be marked to AS5488 standard. **NO CONSTRUCTION WORK IS ALLOWED UNTIL THIS STEP IS COMPLETED.** You must use an approved telecommunications accredited locator, or we can provide a locator for you at your expense. If we provide you with a locator, and this locator attended the site and is proven to be grossly negligent in physically locating and marking our infrastructure, then to the extent any TPG carrier is liable for this locator's negligence, acts and omissions, the total liability aggregated for all TPG carriers is limited, at our option, to attend the site and re-mark the infrastructure or to pay for a third party to re-mark the infrastructure.
- If you require us to locate or monitor our infrastructure, please allow five business days' notice for us to respond.
- Ensure all information, including our network requirements and any associated plans provided by us are kept confidential and remain on-site throughout your construction works.

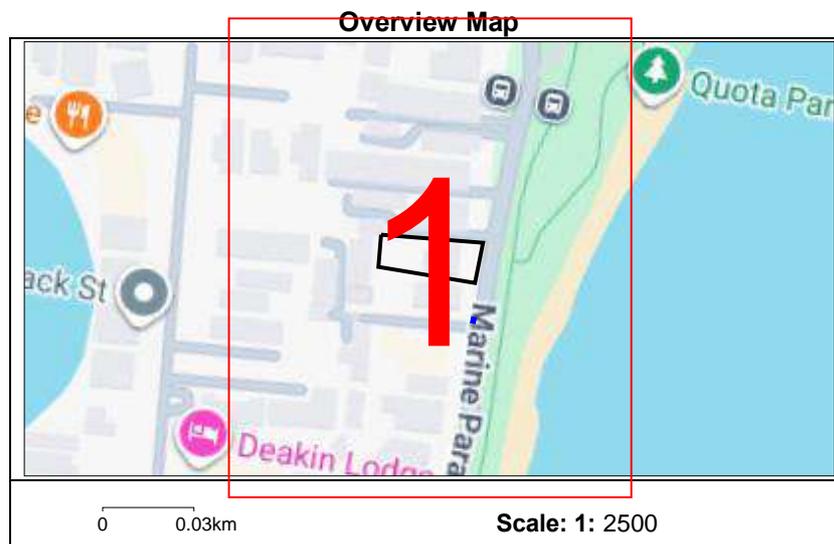
- Use suitably qualified and supervised professionals, particularly if you are working near assets that contain electricity cables or gas pipes.
- Ensure the below minimum clearance distances between the construction activities and the actual location of our assets are met. If you need clearance distances for our above ground assets, or if the below distances cannot be met, call **1800 786 306** to discuss.

Minimum assets clearance distances.

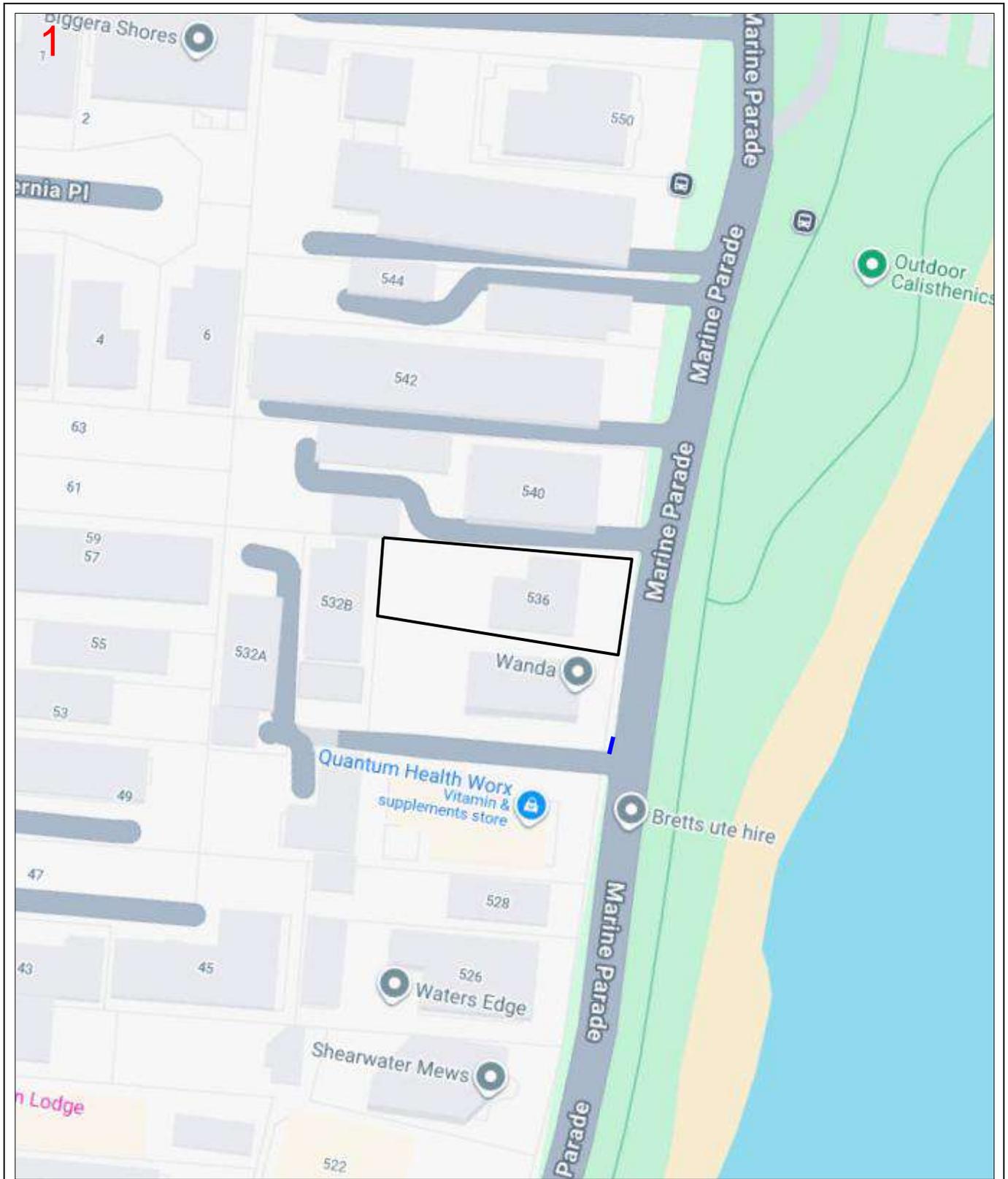
- 300mm when laying asset inline, horizontal or vertical.
 - 1000mm when operating vibrating equipment. Eg: vibrating plates. No vibrating equipment on top of asset.
 - 1000mm when operating mechanical excavators or jackhammers/pneumatic breakers.
 - 2000mm when performing directional bore in-line, horizontal and vertical.
 - No heavy vehicle over 3 tonnes to be driven over asset with less than 600mm of cover.
- Reinstate exposed TPG network infrastructure back to original state.

PRIVACY & CONFIDENTIALITY

- Privacy Notice – Your information has been provided to us by Before You Dig Australia to respond to your Before You Dig Australia enquiry. We will keep your personal information in accordance with TPG’s privacy policy, see www.tpg.com.au/about/privacy.
- Confidentiality – The information we have provided to you is confidential and is to be used only for planning and designing purposes in connection with your Before You Dig Australia enquiry. Please dispose of the information by shredding or other secure disposal method after use. We retain all intellectual property rights (including copyrights) in all our documents and plans.



TPG Telecom Limited



Enquiry Number: 267305223

Map Sheet: 1

Scale: 1: 750

0 0.008km



LEGEND

BYDA Work Area



- AAPT/PowerTel Pit ●
- AAPT/PowerTel Duct —
- DDA Pit ●
- DDA Duct —
- Agile/Adam Pit ●
- Agile/Adam Duct —

- TransACT Pit ●
- TransACT Duct —
- SOUL Pattinson Telecoms Pit ●
- SOUL Pattinson Telecoms Duct —
- PIPE Networks Pit ●
- PIPE Networks Duct —

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End of document

i This document may exclude some files (eg. DWF or ZIP files)

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