

Contract of Sale of Land

Property address: 1 Raydon Court GROVEDALE VIC 3216

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

The terms of this contract are contained in the:

- Particulars of sale; and
- Special conditions, if any; and
- General conditions

in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31, Sale of Land Act 1962

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

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

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

Exceptions

The 3-day cooling-off period does not apply if:

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

Notice to purchasers of property “off-the-plan”

Section 9AA(1A), Sale of Land Act 1962

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

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

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

The deposit moneys paid by the purchaser before the registration of the plan under an off-the-plan contract must be paid to the legal practitioner, conveyancer or licensed estate agent acting for the vendor.

Section 10F, Sale of Land Act 1962

If the period prescribed for the registration of the subdivision expires and the vendor intends to end this contract:

- (a) The vendor is required to give notice of a proposed rescission of the contract under the sunset clause;
- (b) The purchaser has the right to consent to the proposed rescission but is not obliged to consent;
- (c) The vendor has the right to apply to the Supreme Court for an order permitting the vendor to rescind the contract;
- (d) The Supreme Court may make an order permitting the rescission of the contract if satisfied that making the order is just and equitable in all the circumstances.

Signing of this contract

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

Purchasers should ensure that prior to signing this contract, they have received:

- a copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*; and
- a copy of the full terms of this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

Signed by the purchaser

on
dd/mm/yyyy

Print name(s) of person(s) signing

State nature of authority if applicable
e.g. 'director', 'attorney under power
of attorney'

This offer will lapse unless accepted within [10] clear business days (3 clear business days if none specified).

Signed by the vendor

on
dd/mm/yyyy

Print name(s) of person(s) signing

State nature of authority if applicable
e.g. 'director', 'attorney under power
of attorney'

The **day of sale** is the date by which both parties have signed this contract.

Particulars of sale

Vendor's estate agent

Name:	McGrath Geelong/Newtown
Address:	319 Pakington Street NEWTOWN VIC 3220
Telephone:	5223 2040
Ref:	Tom Sayers
Email:	newtownvic@mcgrath.com.au

Vendor

Name(s):	Patrick Thomas Milner and Emma Elizabeth Young
Address:	1 Raydon Court GROVEDALE VIC 3216

Vendor's legal practitioner

Name:	Bay City Legal Property Law
Address:	13 Star Street Geelong
Telephone:	03 5221 9805
Email:	nick@baycitylegal.com.au

Purchaser

Name(s):	
Address:	
Telephone:	
Email:	

Purchaser's legal practitioner or conveyancer

Name:	
Address:	
Telephone:	
Email:	

Land (general conditions 7 and 13)

The land is described in the following table. The land includes all improvements and fixtures.

Certificate of Title reference				being lot	on plan
Volume	9134	Folio	699	8	LP099620

Property address
The address of the land

1 Raydon Court GROVEDALE VIC 3216

Goods sold with the land
General condition 6.3(f). List or
attach schedule.

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature.

Payment

Price

Deposit

by
dd/mm/yyyy

(of which [amount] has been paid)

Balance payable at settlement

GST (general condition 19)

The price includes GST (if any)
unless the words '**plus GST**' appear
in this box:

Not applicable

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

Not applicable

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

Not applicable

Settlement (general condition 17 and 26.2)

Is due on:
dd/mm/yyyy

Lease (general condition 5.1)

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

Not applicable

Terms contract (general condition 30)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* then add the words '**terms contract**' in this box

and refer to general condition 30 and add any further provisions by way of special conditions.

Loan (general condition 20)

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

Lender

Loan amount

Approval date

- ☐ **Deposit bond** - General condition 15 applies only if the box is checked
- ☐ **Bank guarantee** - General condition 16 applies only if the box is checked
- ☐ **Building report** - General condition 21 applies only if the box is checked
- ☐ **Pest report** - General condition 22 applies only if the box is checked

Special conditions

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

SPECIAL CONDITIONS

Contract of Sale of Land—Special Conditions

Instructions: it is recommended that when adding special conditions:

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg.5a, 5b, 5c etc.)

Special Condition 1 - Certain General Conditions Excluded or Varied

- (a) General Conditions 12, 14.3(a) and 31.4 to 31.6 inclusive do not apply to this contract.
- (b) Sub-clause 34.3 is added:
“34.3 If a default notice is served, the default shall be deemed remedied only when the provisions of sub-clause 34.2(b)(i) and 34.2(b)(ii) have each been satisfied.”
- (c) General Conditions 14.7 (a) shall apply only if the vendor has an Estate Agent specified in the particulars of sale.
- (d) The numeral 14 where it appears in General Condition sub clause 21.2 and General Condition sub clause 22.2 is replaced with the numeral 7.
- (e) For the purposes of general conditions 23, the expression “periodic outgoings” does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.
- (f) General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.
- (g) General Condition 19.3 is amended by inserting “, unless the margin scheme applies” after the second occurrence of the word “purchaser”.

Special Condition 2 – Agreement by the Purchaser

The property is sold with all improvements thereon and forming part thereof and existing at the day of sale. The purchaser acknowledges and agrees that:

- (a) The purchaser has inspected the property and is purchasing it in its present state of repair and condition and subject to any defects with regard to its construction, condition, position, any infestations and dilapidation, or state of repair at the day of sale, and that the vendor is under no liability or obligation to the purchaser to carry out any improvements, alterations, repairs or other work to the property,
- (b) the vendor has not by themselves or through their agents, servants or employees made any representation as to fitness of the property for any particular purpose or otherwise.
- (c) The property may contain asbestos or other hazardous materials having regard to its age and state of repair.
- (d) They have read and understood the included Due diligence checklist and that the matters set out in the Due diligence checklist are treated as disclosure by the vendor of matters which may exist and as matters that should be investigated by the purchaser.
- (e) They must satisfy themselves as to the effect on the property of any environmental planning scheme or other statutory or other requirement. The vendor gives no warranty as to the conditions relating to the use of the property by the purchaser or any other party. The purchasers must satisfy themselves as to the use of the property and all consents required for such use for the purchaser’s purposes. The purchaser may not delay settlement nor make any requisition, objection or claim for compensation nor have any right of rescission or termination in relation to these matters.
- (f) acknowledges that no building approval was obtained for the internal renovation works set out in the attached report pursuant to Section 137B of the Building Act (“the works”) and will not call upon the vendor to obtain any building approval for the works. The purchaser agrees that the warranty in General Condition 6.6(c) is read in the context that the works were not carried out in accordance with all laws and legal requirements so far as any building approval was required.

Special Condition 3 – Waiver or Breach

No waiver of any breach of this contract or any of the terms of this contract will be effective unless that waiver is in writing and is signed by the vendor. No waiver of any breach shall operate as a waiver of any other breach or subsequent breach.

Special Condition 4 - Guarantee

- (a) If the purchaser or any nominee is a proprietary limited company (“corporation”), the purchaser will procure the execution of the attached guarantee by each of the directors of the corporation at the time of signing of this contract by the purchaser or nomination;
- (b) If any director of the corporation does not sign the attached guarantee at the time of signing by of this contract or nomination by the purchaser, a director subsequently requested to execute the attached guarantee must do so within seven days of the request;
- (c) If any person required to execute the guarantee fails to do so, the vendor may rescind this contract by written notice to the purchaser. Time will be of the essence of this special condition.

Contract of Sale of Land - General Conditions

Contract Signing

1 ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- (a) public rights of way over the land;
- (b) easements over the land;
- (c) lease or other possessory agreement affecting the land;
- (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:

- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

7.2 The purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

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

8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

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

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must

- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.

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

Money

14. DEPOSIT

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

- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

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

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:

- (a) settlement;
- (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

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

16.2 In this general condition:

- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

- (a) settlement;
- (b) the date that is 45 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

17.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:

- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
- (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.

18.7 The parties must do everything reasonably necessary to effect settlement:

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the electronic lodgment network operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor’s subscriber or, if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser’s nominee on notification by the electronic lodgment network operator of settlement.

19. GST

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

20. LOAN

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

- (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

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

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act*

1953 (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

- (a) engage a legal practitioner or conveyancer (“representative”) to conduct all the legal aspects of settlement, including the performance of the purchaser’s obligations under the legislation and this general condition; and
- (b) ensure that the representative does so.

25.7 The terms of the representative’s engagement are taken to include instructions to have regard to the vendor’s interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

- (a) settlement is conducted through an electronic lodgment network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgment network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser’s obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

- (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

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

GUARANTEE and INDEMNITY

I/We		of	
And		of	
being the Sole Director / Directors of		ACN	

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

- a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- c) by time given to the Purchaser for any such payment performance or observance;
- d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

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

This Day of 20

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of

Director(Sign)

Witness

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of

Director(Sign)

Witness

Property Law Our Reference: Nick Spanninga

The supply is not a supply of “New Residential Premises / Potential Residential Land” as defined by Section 40-75 of the A New Tax System (Goods & Services Tax) Act 1999 and further refined by Section 14-250(2) of the TAA.

A copy of the Due Diligence Checklist as prescribed and current as at the date of preparation of this statement is included for convenience.

**VENDOR'S STATEMENT TO THE PURCHASER OF REAL ESTATE
PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT 1962**

1 Raydon Court GROVEDALE

TITLE

Attached is a copy of the Register Search Statement and plan of subdivision and covenant where applicable.

RESTRICTIONS

Information concerning any easement, covenant or other similar restriction affecting the property (registered or unregistered and subject to any in favour of the local water authority Barwon Region Water full particulars of which may be obtained therefrom) are as set out in the attached copies of title documents and sewer plan including easement implied to the area within one metre of any sewer main shown on the plan and any easement in respect of any drainage pipes. There is no failure to comply with their terms to the vendors knowledge.

PLANNING

Planning Scheme information applying to the land is contained in the attached Property Report. In addition to the authority listed as responsible for the planning scheme on the Property Report, the Minister for Planning is the responsible authority and planning authority for certain large scale developments within certain parts of Victoria and other areas as set out herein: <https://www.planning.vic.gov.au/guides-and-resources/legislation-regulation-and-fees/the-role-of-the-minister>

BUILDING APPROVALS

Attached are particulars of any building permit issued in the past seven years.

SERVICES – The following services are connected to the land unless the word **NO** appears–

Service	
Electricity	
Water	
Sewerage	
Gas	
Telephone	NO

OUTGOINGS & STATUTORY CHARGES

The amount of any rates, taxes, charges or other similar outgoings affecting the land including any unpaid interest payable on any part of those rates, taxes, charges or outgoings including any rates, taxes, charges or outgoings for which the purchaser may become liable in consequence of the sale do not exceed \$5,000.00 plus any land tax in the ownership of the purchaser. Land tax is not adjustable between the parties in the year of settlement, and the liability for land tax for the year of settlement remains with the vendor. The purchaser may incur a land tax liability in the ownership of the purchaser depending on the circumstances of the purchaser.

Tax Reform Scheme Land

- (a) The land is **NOT** tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024;
- (b) the AVPCC most recently allocated to the land: **110**
- (c) if the land is tax reform scheme land, its entry date within the meaning of the Commercial and Industrial Property Tax Reform Act 2024: **Not applicable**

NOTICES

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land of which the vendor might reasonably be expected to have knowledge or any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes and including any notice under section 6 of the Land Acquisition & Compensation Act 1986) are as follows:

There are none to the vendor's knowledge save as detailed herein or attached, but the vendor has no means of knowing of all the decisions of public authorities or government departments affecting the property unless communicated to the vendor.

Section 32 Statement Attachments Follow

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses and people. Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

Register Search Statement - Volume 9134 Folio 699

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

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

VOLUME 09134 FOLIO 699

Security no : 124121938524E
Produced 12/02/2025 07:58 AM

LAND DESCRIPTION

Lot 8 on Plan of Subdivision 099620.
PARENT TITLE Volume 08949 Folio 569
Created by instrument LP099620 21/04/1976

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
EMMA ELIZABETH YOUNG
PATRICK THOMAS MILNER both of 1 RAYDON COURT GROVEDALE VIC 3216
AQ679600A 31/01/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY746050T 23/12/2024
BENDIGO AND ADELAIDE BANK LTD

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

DIAGRAM LOCATION

SEE LP099620 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AY746049C (E)	DISCHARGE OF MORTGAGE	Registered	23/12/2024
AY746050T (E)	MORTGAGE	Registered	23/12/2024
AY752231E (E)	TRANSFER CONTROL OF ECT	Completed	30/12/2024

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

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

Street Address: 1 RAYDON COURT GROVEDALE VIC 3216

ADMINISTRATIVE NOTICES

NIL

eCT Control 19018X ADELAIDE BANK
Effective from 30/12/2024

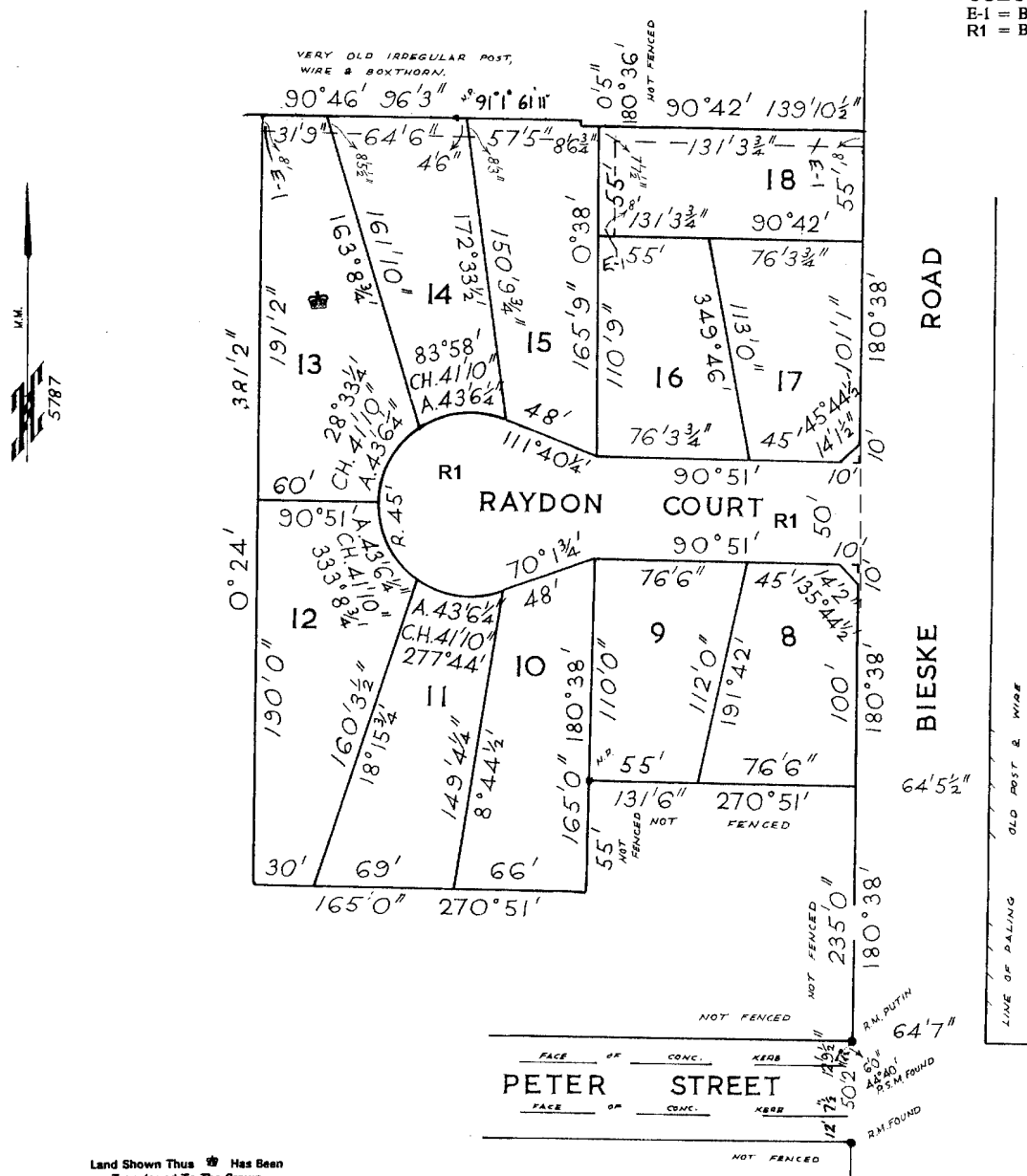
DOCUMENT END

The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 12/02/2025, for Order Number 86942001. Your reference: 25-0130.

EDITION 1
APPROVED 3 13 176

CHART No. 2

E-1 = BLUE
R1 = BROWN



Land Shown Thus Has Been
Transferred To The Crown

Lot No.

Dealing No.

LOT 13

P30552

PLANNING PROPERTY REPORT



VICTORIA
State
Government

Department
of Transport
and Planning

From www.planning.vic.gov.au at 12 February 2025 08:04 AM

PROPERTY DETAILS

Address: **1 RAYDON COURT GROVEDALE 3216**
Lot and Plan Number: **Lot 8 LP99620**
Standard Parcel Identifier (SPI): **8\LP99620**
Local Government Area (Council): **GREATER GEELONG**
Council Property Number: **236361**
Planning Scheme: **Greater Geelong**
Directory Reference: **Melway 465 G7**

www.geelongaustralia.com.au

[Planning Scheme - Greater Geelong](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**
Legislative Assembly: **SOUTH BARWON**

OTHER

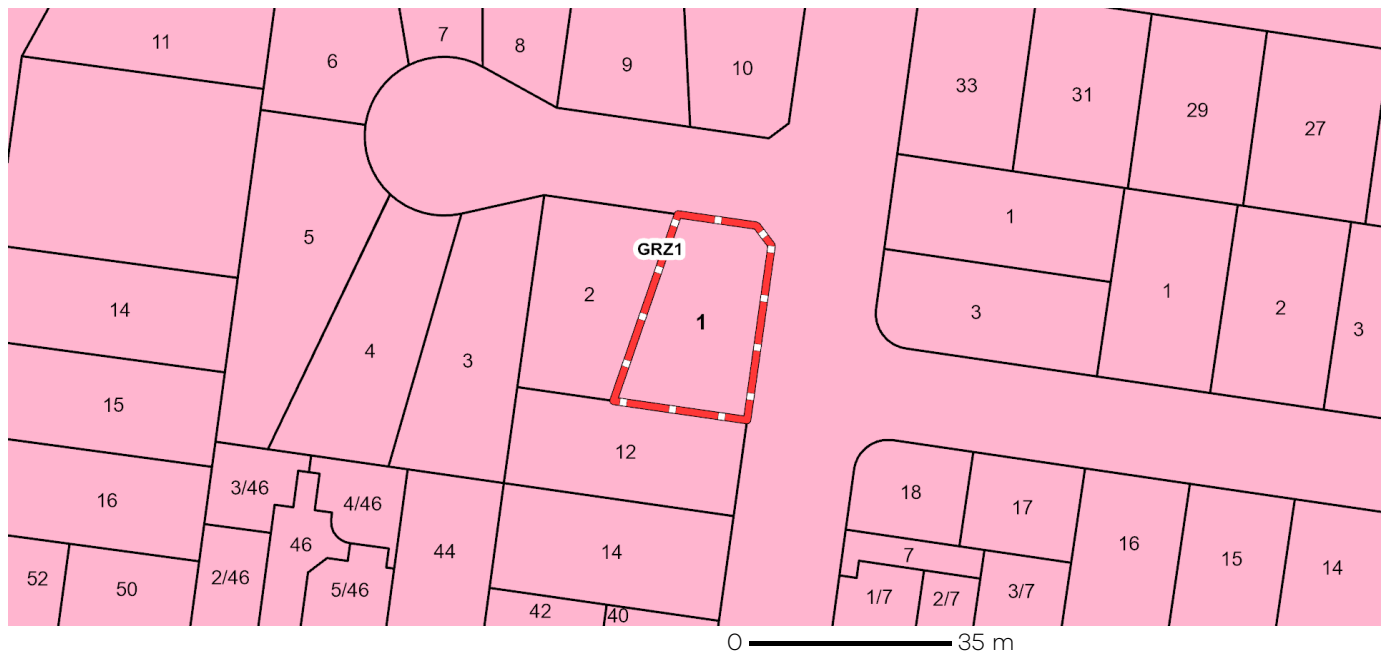
Registered Aboriginal Party: **Wadawurrung Traditional Owners Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



GRZ - General Residential

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

Planning Overlays

No planning overlay found

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Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

PLANNING PROPERTY REPORT: 1 RAYDON COURT GROVEDALE 3216

Page 1 of 3

Further Planning Information

Planning scheme data last updated on 08 February 2025.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.maps.vic.gov.au/vicplan>

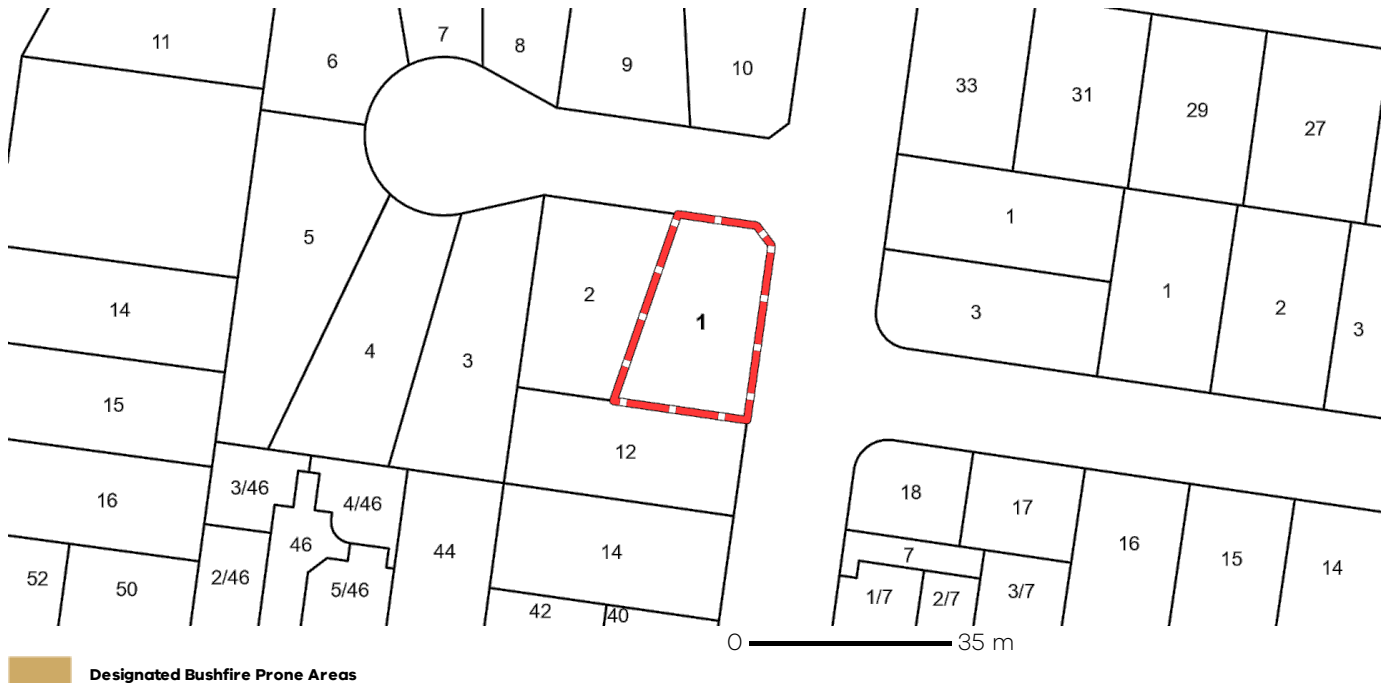
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

Designated BPA maps can be viewed on VicPlan at <https://mapshare.vic.gov.au/vicplan/> or at the relevant local council.

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

Information for lot owners building in the BPA is available at <https://www.planning.vic.gov.au>.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>. Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>. For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>.

Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#)

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

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



Lot 8 1 RAYDON CT GROVEDALE

Scale: 1:500

Created: 12/02/2025

DISCLAIMER: Barwon Water does not provide any warranty, express or implied, as to the accuracy, completeness, currency or reliability of plans provided. Furthermore, Barwon Water does not provide a warranty that the scale of the plans is accurate, or that they are suitable for a specific purpose. These plans are intended for general information only. Barwon Water is not responsible and does not accept liability for any loss, expense or damage (direct or indirect) which has arisen from reliance on any plans provided by Barwon Water. It is the responsibility of users of the plans to ensure the accuracy of the plans by independent means and to take care when undertaking works that have the potential to damage Barwon Water assets.

Legend

Gravity Sewer ———

Pressure Sewer ———

Portable Water ———

Recycled Water ———



GEELONG WATERWORKS AND SEWERAGE TRUST

Detail Plan No. 500/057.032 Municipality South Barwon Drainage Plan No. SB/4202

PLAN OF DRAINAGE FOR

D. JONES

- B.T. Boundary Trap
C.I.P. Cast Iron Pipe
D.G. Disconnecter Gully
D.V. Drainage Vent
F.G. Floorwaste Gully
G.I.T. Grease Interceptor Trap

- G.V. Ground Vent
H.C.D. House Connection Drain
I.C. Inspection Chamber
I.O. Inspection Opening
J.U. Jump Up
O.R.G. Overflow Relief Gully

- P.V.C. Poly Vinyl Chloride Pipe
S.V.P. Stack Vent Pipe
T.I.T. Triple Interceptor Trap
V.C.P. Vitrified Clay Pipe
Y.G. Yard Gully
Y.D.G. Yard Disconnecter Gully
(See By-Law No. 144, G.W. & S.T.
and Uniform Plumbing and Sewerage
Regulations Victoria)

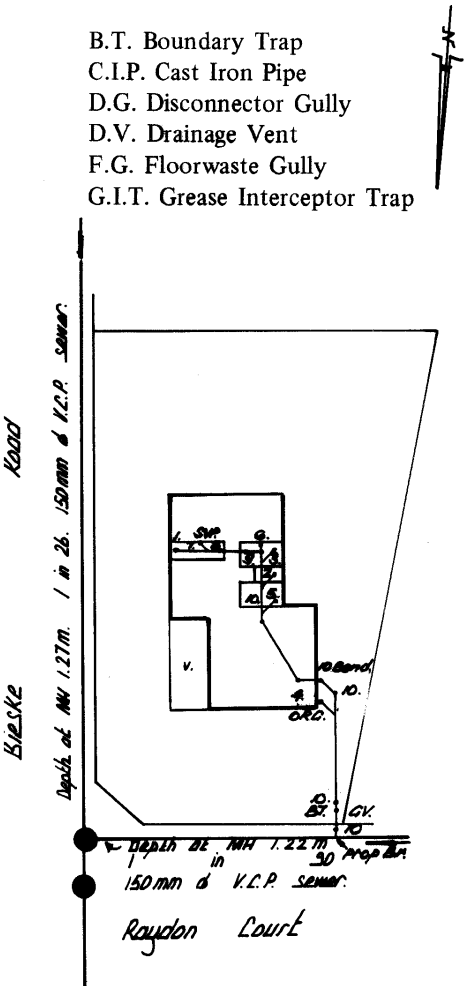
Scale 1:500

Fixtures Fee \$80.00.

1. 2. Closet
3. Bath
4. Sink
5. Trough
6. 7. Basin
8. 9. Shower
10. Washing Machine

To be connected to
comply with By-Laws
and Regulations.

643/91



Examined *[Signature]*
Date 21/12/83

[Signature]
Engineer in Chief

Received		Revised		Plotted		Traced		Sewer Details		Designed		Checked	
G.W.	9/11/83			L.G.	25/11/83	L.G.	25/11/83	L.G.	25/11/83	J.D.	12/12/83	A.C.C.	14/12/83

Water Service

AND SEWERAGE TRUST

Plan No. 88-140202 Owner D. Verner

Address ROY E ROYCE CO. INC.

Plumber C. Luyck

Oral

City

Drain Passed ☒ 2. 02

Linear feet of Brain Laid **8.P.D.**

CLP:

Depth from surface of B.T. Inlet

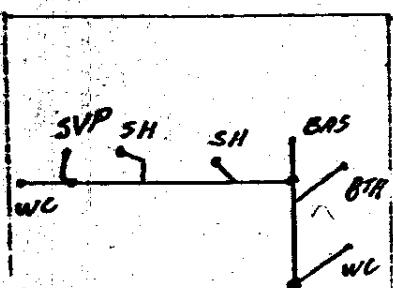
B.T. outlet

B.T. branches

ד.נ.מ.

J.U. Outlier

Top of J.U. or I.O.



90B-41602
10-14-64

TK

• 30

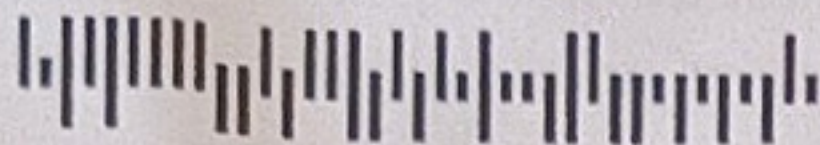
一

1.95

2024-25 RATES, VALUATION AND CHARGES NOTICE



ABN 18 374 210 672
All items are GST free.



023-3216 (20981)

E E Young and P T Milner
1 Raydon Court
GROVEDALE VIC 3216

RATE NO.	33349		
PROPERTY	1 Raydon Court, GROVEDALE VIC 3216 Lot 8 LP 99620		
AVPCC	110 - Detached Dwelling		
VALUATIONS	Site: land only	\$460,000	
	Capital improved: land + building + improvements	\$600,000	
	Net annual:	\$30,000	
RATES AND CHARGES	Residential Rate 0.00201164 x \$600,000	\$1,206.95	
	*Waste Management Charge	\$473.25	
	Sub Total	\$1,680.20	
FIRE SERVICES PROPERTY LEVY	Classification: Residential		
	Residential Variable 0.000087 x \$600,000	\$52.20	
	Residential Fixed	\$132.00	
	Sub Total	\$184.20	
Total Due		\$1,864.40	

ONE PAYMENT IN FULL \$1,864.40
Due by 15 February 2025

or pay by instalment

To become an instalment payer you must pay your first instalment in full by 30 September 2024, otherwise your balance will be due on 15 February 2025.

FIRST INSTALMENT	\$466.25 Due by 30 September 2024
SECOND INSTALMENT	\$466.05 Due by 30 November 2024
THIRD INSTALMENT	\$466.05 Due by 28 February 2025
FOURTH INSTALMENT	\$466.05 Due by 31 May 2025
Rating Period	1 July 2024 to 30 June 2025
Declared	1 July 2024
Valuation Level	1 January 2024
Operative	1 July 2024
Issue Date	24 August 2024

PAYMENT METHODS

ONLINE OR BY PHONE

Online: www.geelongaustralia.com.au/rates
Phone: 1300 858 058 Ref: 33349

A payment processing fee of 0.25 per cent applies for payments by Visa and Mastercard.

BPAY

Payment via internet or phone banking, from your cheque or savings account, Visa and Mastercard. No processing fee applicable.

Billers Code: 17475
Ref: 1000 0033 3492

DIRECT DEBIT

Call 5272 5272 for an application form, or go to www.geelongaustralia.com.au

CENTREPAY

Go to servicesaustralia.gov.au/centrepay for more information.

IN PERSON

Pay at any Australia Post outlet or visit us at Wurriki Nyal 137-149 Mercer St, Geelong or Corio Shopping Centre Cnr Bacchus Marsh & ...

Payments after 14 August 2024 may not appear on this notice.

*The Waste Management Charge includes an Environmental Protection Agency (EPA) levy estimated at \$67.24

Full payment \$1,864.40

*877 333492

Or First instalment \$466.25

*877 333492

Council Use

Tax Invoice/Statement



P T Milner & E E Young
1 RAYDON CT
GROVEDALE, VIC 3216

Account number
69000001 00136758

Payment due
13 December 2024

Total amount due
\$ 278.12

Your account summary

Service Address: 1 RAYDON CT GROVEDALE 3216

Previous balance	\$254.51	DR
Payments/adjustments	\$254.51	CR
Your balance	\$0.00	
New charges	\$278.12	DR
Total	\$278.12	DR

Your average daily use in litres per day

Nov 24	358
Aug 24	269
May 24	1038
Feb 24	175
Nov 23	438

2024/2025 price change

Your water bill is changing from 1 July 2024.

While annual inflation is 3.6%, our water, sewerage and recycled water prices will increase by 2.7%.

On average, homeowner bills will increase by \$7.56 per quarter and renters by \$5.19 per quarter.

For more information, please contact us on 1300 656 007 or visit barwonwater.vic.gov.au/billhelp

If you have a Centrelink Pension or Health Care Card, or Department of Veterans Affairs Gold Card, you may be eligible for a discount. Contact us for details.

We're here to help you with your water bill

If you're concerned about being able to pay your water bill, we offer extra support and flexibility to suit your situation. We have numerous customer support options available and can tailor an option to suit your individual needs.

For more information, please call us on 1300 656 007 between 8 am and 6 pm, Monday to Friday.

We'll put you in touch with a specialist who'll deal with your enquiry promptly and sensitively.

Get in touch,
we're here to help.

www.barwonwater.vic.gov.au

Installation Type: Residential House

Bill Details as at 13 NOV 2024		Value	GST	Price
WATER SERVICE CHARGE	1 OCT 2024 to 31 DEC 2024	36.74	0.00	36.74
SEWERAGE SERVICE CHARGE	1 OCT 2024 to 31 DEC 2024	158.94	0.00	158.94
WATER VOLUME	34 kL at \$2.4246	82.44	0.00	82.44
Total		\$ 278.12	\$ 0.00	\$ 278.12
Balance brought forward				0.00
Please pay				\$ 278.12

Reading Details

Meter No.	Current Read Date	Current Reading (kL)	Previous Read Date	Previous Reading (kL)	Consumption (kL)
1370774	12NOV24	01480	09AUG24	01446	34



Need help paying your bill?
Contact us to set up a payment plan and talk about grants, rebates and concessions.



Residential Tenants and Landlords
Tenants with separate meters pay water volume charges only.



Moving house?
Please let us know at least 2 days before you move in or out so we can arrange a meter reading and update your details.



Communication assistance
Hearing or speech impaired? Contact us via the National Relay Service on 13 36 77. We provide a free interpreter service. Contact the Translation and Interpreter Service on 13 14 50.



Servizio Interpreti **Služba za usluge tumačenja** **Услуге тумача**
Dolmetschdienst **Служба за преведување** **传译服务**

Contact Us

☎ 1300 656 007
Email info@barwonwater.vic.gov.au
General enquiries, billing and payment options
Mon - Fri, 9.00am - 5.00pm
Emergencies and faults
24 hours, 7 days

Statement No 7119261799

Payment Options



Direct Debit
To arrange a direct debit, please call or visit our website.



Billers Code: 585224 Contact your financial institution to pay from
Ref: 6900 0001 0013 6758 3 your cheque, savings or credit account.



Centrelink
Centrelink recipients can arrange automatic payments through Centrepay.
Contact us for details.



By Cheque
Post the payment slip with your cheque payable to Barwon Water to:
PO Box 14206, Melbourne City MC VIC 8001. Please do not use staples or pins.



Billpay Code: 0803

- In person at any post office
- Online at www.postbillpay.com.au
- Call 13 18 16 for credit card payments

Ref: 6900 0001 0013 6758 3

Account number
69000001 00136758

Payment due
13 December 2024

Total amount due
\$ 278.12

POST billpay®



*803 69000001001367583 \$278.12 7

Statement No 7119261799




Sherspec Ballarat Pty Ltd

AFT The Venema Family Trust

T/A Sherlock Inspections
8 Valley Drive, Canadian, 3350

Owner Builder Inspection Report **PREPARED FOR USE IN ASSESSING A PROPOSAL FOR WARRANTY INSURANCE TO BE ISSUED UNDER SECTION 137B (2)(a) OF THE BUILDING ACT 1993**

1. INSPECTION DETAILS

Registered Practitioners Name: Rudolf Venema
Registered Practitioners Signature: 
Practitioners Registration Number: IN-L 38425
Phone: 0438 402 254 **Email:** sherspec.blr@gmail.com
Weather Conditions: Overcast / Dry
Date of Inspection: 9:30 AM, Fri, 7/02/2025
Date of Report: 7/02/2025

2. DETAILS OF OWNER BUILDER(S)

Name/S: Patrick Milner
Contact Address: 1 Raydon Court, GROVEDALE, VIC, 3216
TEL : 0481 673 871
Email: patricktmilner@gmail.com

3. PROPERTY LOCATION

Address: 1 Raydon Court, GROVEDALE
Municipal District: City of Greater Geelong

4. BUILDING APPROVAL DOCUMENTATION (the permit is for the veranda and deck)

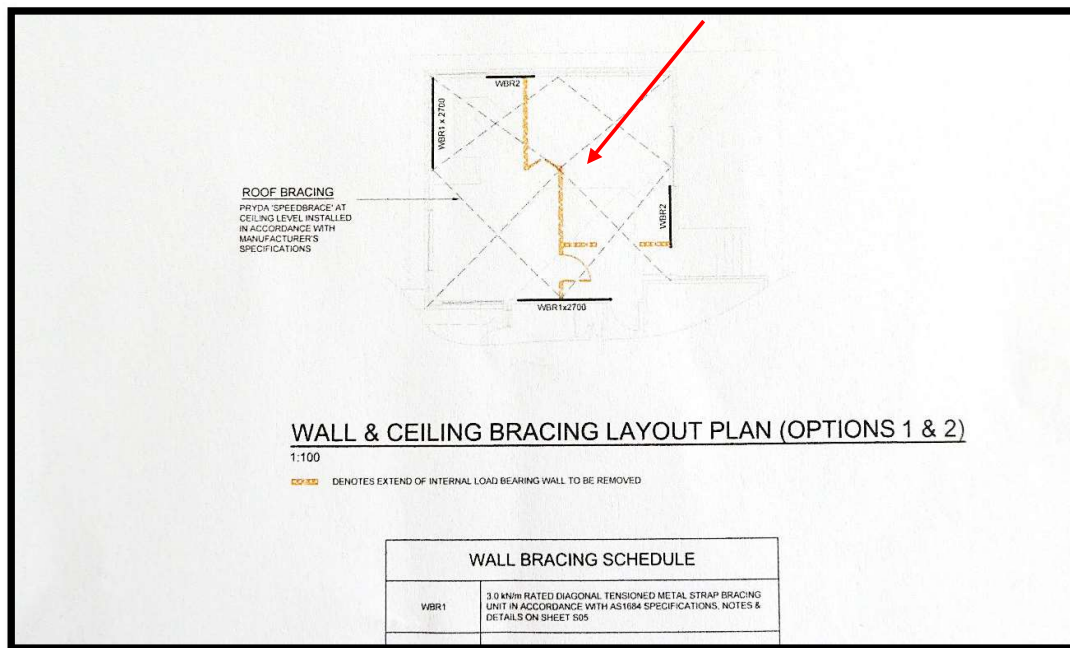
Building permit number:	5477056458481	Drawings available at the time of the inspection	Yes
Certificate of Final Inspection Date:	28/06/2022	Drawings stamped*	No

* Stamped by the relevant building surveyor that the drawings form part of the building permit.

SUMMARY OF RESIDENTIAL BUILDING WORKS

5. RESIDENTIAL BUILDING WORKS COVERED BY THIS REPORT (As reported by the owner builder)

- 1) Internal renovations to an existing dwelling to the following areas:
 - a. Kitchen (cabinets, benchtops, splashbacks, appliances, and fittings).
 - b. Bathroom (vanity, washbasin, shower, shower screen, bath, toilet, splashbacks, floor tiles).
 - c. Internal walls removed and supporting beams to engineers' computation fitted, shown as option 2 on the drawing below.



- 2) Veranda and deck attached to the dwelling as shown on the drawings and in the photo below.



No other structures and/or works are covered on this report.

6. SITE

Side of Street: South

Property Falls To: North

Front Door Faces: East

7a. CONSTRUCTION DETAILS (of existing dwelling)

Footings	Strip footing & Stumps	Stumps	Concrete
Floor	Timber	Wall Structure	Timber
Roof Shape	Pitched roof	Wall Lining (INT)	Plaster
Roof Frame	Timber	Wall Cladding (EXT)	Brick Veneer
Roof Cladding	Cement tiles	Ceiling Lining	Plaster
Window Frames	Aluminium	No. Of Storeys	1

7b. CONSTRUCTION DETAILS (Veranda and deck)

Footings	Undetermined	Stumps	Timber
Floor	Timber decking boards	Sub-floor Structure	Timber
Roof Shape	Skillion	Wall Lining (INT)	
Roof Frame	Timber	Wall Cladding (EXT)	
Roof Cladding	Colorbond corrugated iron & Corrugated polycarbonate	Ceiling Lining	
Window Frames		No. Of Storeys	1

8. SERVICES / FACILITIES

New services and facilities added to the (veranda and deck), as reported by the owner builder

Sewerage		Gas		Water	
Hot Water System		Heating		Ducted Vac.	
Intercom		Air Cond.		Smoke Alarms	
Electricity	✓	Security Alarm		Storm water	✓

Notes:

- Only services / facilities related to this report are listed, and any visual defects in the services / facilities that are covering in this report, are listed in the "DEFECTS IN THE RESIDENTIAL BUILDING WORKS" section below.
- The services / facilities are not tested.

9. DEFECTS IN THE RESIDENTIAL BUILDING WORKS

Dwelling:

- 1) The glass in the bathroom window does not appear to have been upgraded to safety glass; The glass does not have decals to show it meets Australian Standards.
- 2) The range hood and bathroom ceiling exhaust fan do not appear to be vented directly to the exterior of the dwelling.
- 3) The bathroom door has not been upgraded to enable it to be removed while in the closed position in case emergency access is required. This is a requirement because there is a toilet in the bathroom and there is an obstruction (vanity) within 1200 mm from the door hinges.
- 4) Mould on the sealant along the bottom of the shower screen; Manufacturers guidelines recommend that is sealant has mould or is discoloured it needs to be replaced.
- 5) Damp stain on the plaster on the bottom right side below the architrave on the bathroom window.
- 6) No smoke detector fitted to the passage ceiling outside the bedrooms: Smoke alarms must be fitted to an existing dwelling if any building works have been carried out in that dwelling in accordance with NCC
- 7) The pad footings (as shown as EP1 & PF1 on the engineers' computations) do not appear to have been installed in the sub-floor space.

Veranda and deck:

- 8) The pitch of the veranda roof (3°) is less than the 5° required for this type of roofing profile.
- 9) Insufficient number of fixtures on the veranda roof cladding. The corrugated roofing requires a screw on every second corrugation on the top and bottom of the roof sheets.
- 10) The riser of the bottom step on the south side of the deck is greater than 190 mm.

10. INACCESSIBLE AREAS AT THE TIME OF THE INSPECTION

Area/s*NOT Inspected and/or Area/s* to which REASONABLE ACCESS for Inspection was NOT AVAILABLE and the reason/s why. These include Area/s* in which Visual Inspection was Obstructed or Restricted:

Dwelling:

The Roof void because: Visual inspection to the roof void was obstructed due to the design of the roof (e.g.: Insulation and low clearances). Some areas were not accessible.

The Sub-floor because: Visual inspections to some of the sub-floor void was obstructed due to low clearance (unreasonable access to these sections).

The Interior because: Floor coverings, fixtures, furniture, and stored goods.
Built in section, wall and ceiling lining.

The Exterior because: Built in section, wall and roof cladding.

Veranda and deck:

The Sub-floor because: Visual inspection of the deck sub-floor void was not possible due to low clearance (unreasonable access)

11. SECOND-HAND MATERIAL USED (As confirmed by owner builder & visually)

No second-hand material used to the inspector's knowledge or confirmed by the owner builder.

12. CONDITIONS & STATUS OF INCOMPLETE WORKS

No incomplete works sighted, other than items already mentioned in the "Defects in the Residential Building Works" section above.

13. OTHER RELEVANT COMMENTS

- 1) Building permit of the removed walls and supporting beams not sighted.
- 2) Due to lack of access to some areas, no confirmation could be made that all the engineers' computations were adhered to.
- 3) Compliance certificates (including waterproofing certificate) not sighted.
- 4) This report is not a pre-purchase inspection report within the meaning of AS 4349.1. There may be other defects to works reported to have not been carried out by the owner builder and therefore do not fall into the scope of this report. A pre-purchase inspection report to AS 4349.1 would be recommended.

14. CONDITIONS AND LIMITATIONS

This property report was obtained by visual means, where reasonable, clear and safe access was located and available. The level or standard of reasonable, clear and safe access is determined by the inspector at the time of the inspection.

This report has been prepared to the provision of section 137b of the Building Act 1993 and for the purpose of obtaining owner builder warranty insurance and MAY NOT be used for any other purpose.

This inspection report is for the client/s (as details in the “DETAILS OF OWNER BUILDER(S)” section in this report) only and may not be submitted to a third party without written permission from Sherlock Inspections.

This report is valid for a period of six (6) months from the date the report (see page 1)

This report is not a certificate of compliance of the property within the requirements of any Act, regulation, ordinance, or by-law. This report is not or does not take place of a building permit. This report is incomplete without the attached building permit and certificate of final inspection, if a building permit was required for any relevant works covered on this report.

The report covers only the building works as nominated by the owner builder in section 5 of this report. Pre-existing works are not covered by this report. Some of the pre-existing works (that are not covered by this report) may not necessarily comply with current building regulations.

Any reference to the NCC (National Construction Code) and/or Australian Standards are extracts or part of the full regulation only.

BAL (bushfire attack level) assessments or BAL compliance is not included in this report.

This inspection report does not verify that the building or structure was constructed according to the plans, drawing or specifications.

This report is not a warranty or insurance policy against any problems developing with the building/s in the present or future.

No assessment of siting, compliance to energy ratings, testing of material, equipment, fitting, fixtures or appliances have been carried out. No pumps, motors, electrical equipment or any fixtures or plumbing fittings have been tested.

No excavations were made of soil or other material has been removed and no items of furniture or chattels have been moved to obtain the information for this report.


No investigation of insect attack by borer, termite or the like has been made.

There is no guarantee that all faults and or defects have been detailed in this report.

This report (in part or full) may not be copied without prior written permission from Sherlock Inspections.

15. Professional indemnity insurance certificate of currency available upon request.

16. CERTIFICATE OF FINAL INSPECTION

THE CITY OF GREATER GEELONG		CERTIFICATE OF FINAL INSPECTION		CITY OF GREATER GEELONG							
Building Act 1993, Building Regulations 2018 Regulation 200 (Form 17)											
Issued to owner	E E Young and P T Milner 1 Raycon Court GROVEDALE VIC 3216										
Copy to agent of owner	P T Milner 1 Raycon Court GROVEDALE VIC 3216										
Copy to builder	E E Young and P T Milner 1 Raycon Court GROVEDALE VIC 3216										
Property address	1 Raycon Court, GROVEDALE										
Property details	Lot	8	PS	099620	Volume 09134						
	Folio	699	Crown Allotment -								
	Section	-	Parish	Duneeed	County Grant						
	Municipal District	City of Greater Geelong									
Building permit details	City of Greater Geelong building reference number MIN-2021-2860 Victorian Building Authority permit number 5477056458481										
Nature of building work	Construction of an attached deck & verandah										
Description of building work	<table><tr><th>Part of building</th><th>Permitted use</th><th>BCA Classification</th></tr><tr><td>Deck & Verandah</td><td>Domestic</td><td>Class 1a(a)</td></tr></table>					Part of building	Permitted use	BCA Classification	Deck & Verandah	Domestic	Class 1a(a)
Part of building	Permitted use	BCA Classification									
Deck & Verandah	Domestic	Class 1a(a)									
Directions to fix building work	All directions to fix building work under Part 4 of the <i>Building Act 1993</i> have been complied with.										
Effect of this certificate	This Certificate of Final Inspection is not evidence that the building work or part of the building to which it applies fully complies with the <i>Building Act 1993</i> , <i>Building Regulations 2018</i> and the <i>National Construction Code</i> and referenced <i>Australian Standards</i> .										
Delegate of the Municipal Building Surveyor	 Frank D'Aquila										
Building practitioner registration number	BS-U 24084										
Address	100 Brougham Street, Geelong Victoria 3220										
Email	buildinggeneral@geelongcity.vic.gov.au										
Phone	(03) 5272 4450										
Municipal district	City of Greater Geelong										
Date of issue	28-Jun-2022										
Property number	236361										

BP-PC010 Certificate of Final Inspection MIN-2021-2860

Page 1 of 1

BUILDING PERMIT 2021-2860

Building Act 1993, Building Regulations 2018
Regulation 37(1), (Form 2)



Issued to owner Patrick T Milner and Emma E Young

Address for serving or giving of documents

1 Raydon Court
GROVEDALE VIC 3216
Contact person Patrick Milner
Email patrickmilner@gmail.com
Phone 0481 673 871

Property address

1 Raydon Court, GROVEDALE
Lot 8 PS 099620 Volume 09134 Folio 699 Section -
Crown Allotment - Parish Duneed County Grant
Municipal district City of Greater Geelong

Builder

Patrick T Milner and Emma E Young
1 Raydon Court
GROVEDALE VIC 3216
Contact person Patrick Milner
Email patrickmilner@gmail.com
Phone 0481 673 871

This builder is specified under section 24B (5) of the *Building Act 1993* for the building work to be carried out under this permit.

Details of building practitioners and architects

to be engaged in the building work:

Name	Category / Class	Registration No.
Patrick Milner & Emma Young	Owner/Builder	N/A

engaged to prepare documents forming part of the application for this permit³

Name	Category / Class	Registration No.
Gavin Mahoney	Draftsperson	DP AD 27931

Nature of building work

Construction of an attached deck & verandah

Version of BCA applicable to permit	NCC-BCA-2019 Vol Two
Stage of building work permitted	Whole project
Cost of building work	\$15,075
Total floor area of new building work in m ²	50

Building classification

Part of building	BCA classification
Attached Deck & Verandah	Class 1a(a)

Protection work

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

Inspection requirements

The mandatory notification stages are:

- 1. Stump Holes / Pad Foundations**
- 2. Sub Floor Frame**
- 3. Framework**
- 4. Final Inspection**

A fee may be charged for inspections that are required additional to those stated as mandatory notification stages.

Occupation or use of building	A Certificate of Final Inspection is required prior to the occupation or use of this building.
Commencement and completion	<p>This building work must commence by: 14-Jul-2022 If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under Regulation 59 of the <i>Building Regulations 2018</i>.</p> <p>This building work must be completed by: 14-Jul-2023 If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under Regulation 59 of the <i>Building Regulations 2018</i>.</p>
Conditions of Building Permit	Refer to Appendix A

Delegate of the Municipal Building Surveyor



Chad Daou

Building practitioner registration number **BS-L 43971**

Municipal district City of Greater Geelong

Address 100 Brougham Street, GEELONG 3220

Email buildinggeneral@geelongcity.vic.gov.au

Phone (03) 5272 4450

Victorian Building Authority permit number 5477056458481

Date of issue of permit 14-Jul-2021

City of Greater Geelong reference number: 2021-2860

Notes	
Note 1	Pursuant to Section 248 of the <i>Building Act 1993</i> , a person must not act on behalf of an owner of a building or land for the purpose of making any application, appeal or referral under this Act or the regulations unless the person is authorised in writing by the owner to do so. Penalty: 120 penalty units.
Note 2	Under <i>Regulation 42</i> , an owner of a building or land for which a building permit has been issued must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
Note 3	Include only building practitioners with no further involvement in the building work.
Note 4	Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an insurance policy as required under Section 135 of the <i>Building Act 1993</i> .
Note 5	Under <i>Regulation 41</i> , person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress. The person must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.

Appendix A Conditions of Building Permit	
Condition 1	Prior to commencement of building work, the attached site sign is to be displayed in a conspicuous position and remain in place for the duration of the building works.
Condition 2	The endorsements marked on the approved plans form part of the conditions of this permit.
Condition 3	An Asset Protection Permit must be issued by Council's Engineering Services Unit prior to commencement of building works. Engineering Services can be contacted on 03 5272 4426.



Assetinsure

Owner-Builder Warranty Insurance

Victoria

Effective date:17/06/2022



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Important Information

Introduction

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

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

About Assetinsure

You can contact Assetinsure by:

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

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

About AOBIS

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

You can contact AOBIS by:

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

email, at underwriter@aobis.com.au

Duty to take reasonable care not to make a misrepresentation

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

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

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

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

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

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



aware or ought reasonably to have been aware.

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

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

Limitation or Exclusion of Rights Against Third Parties

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

Interested Parties

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

Privacy Statement & Collection Notice

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

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

Collection and use of personal information

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

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

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

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

Consequences if information is not provided

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

Disclosure

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

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



dispute resolution or government bodies.

Transfer of personal information overseas

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

Access and Complaint

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

www.assetinsure.com.au/key-policies/privacy-policy/.

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

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

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

Dispute Resolution Process

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

Making a Complaint

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

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

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

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

Our Agreement with You

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

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

Applying for Insurance

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

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

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

Your Policy

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

Goods and Services Tax (GST)

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

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



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

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

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

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

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

Confirming Transactions and Updating Information

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



Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

It does not include:

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

Our Cover

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

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

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

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

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

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

Certificate of Insurance

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

Period of Cover

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

We will Pay

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



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

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

Excess

1. Subject to paragraph 2 below, **you** must bear at **your** own risk:
 - a) the first \$1,000 of each claim first made more than 5 years after the **Completion Date**;
 - b) the first \$750 of each claim first made between 3 and 5 years after the **Completion Date**;
 - c) the first \$500 of each claim first made between 1 and 3 years after the **Completion Date**; or
 - d) a claim under \$500 made between 3 and 12 months after the **Completion Date**.
2. For the purposes of paragraph 1 above:
 - a) a claim of \$500 or more may relate to more than one defect if the amount claimed for any one or more defects is less than \$500.
 - b) The date when a claim is made is the earlier of:
 - i. the date when **you** first notify **us** of a circumstance that may give rise to a claim;
 - ii. and the date a claim is made.
 - c) An excess may be applied only once in relation to:
 - i. any claim comprising more than one defect; or
 - ii. two or more claims that relate to the same defect.

Exclusions

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



- ii. an **Act of Terrorism**;
 - iii. a nuclear reaction, nuclear radiation, radioactive contamination or nuclear weapon material;
 - iv. civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, military or usurped power, confiscation, nationalisation, requisition, or destruction of or damage to property by or under order of any government, public or local authority or looting, sacking or pillage following any of the above;
 - v. risks normally insured under a policy for public liability or contract works;
 - vi. asbestos, or any materials containing asbestos in whatever form or quantity;
 - vii. an act of God or nature;
 - viii. **Your** failure to maintain appropriate protection against pest infestation or exposure to natural timbers;
 - ix. consequential loss, such as loss of rent or other income, loss of enjoyment, loss due to delay, loss of market value or depreciation, loss of opportunity, inconvenience or distress, not otherwise covered by the **Order**;
 - x. malfunction in any mechanical or electrical equipment or appliance, if **we** prove that the malfunction is not attributable to the workmanship of, or installation by the **Owner-Builder**.
- 3. If **you** give **us** written notice within 180 days after the date on which **you** first became aware, or might reasonably be expected to become aware, of the death, **Disappearance** or **Insolvency**, of the **Owner-Builder**, **we** will not rely on section 54 of the *Insurance Contracts Act 1984* (Cth) to reduce **our** liability under this **Policy**, or to reduce any amount otherwise payable in respect of a claim made by reason only of a delay in a claim being notified to **us**.
 - 4. If **you** submit a claim to **us** in writing, **we** will make a decision regarding **our** liability within 90 days of receipt of the claim. If **we** do not make a decision regarding **our** liability within 90 days then, unless **we** receive an extension of time from **you** or the **Tribunal**, **we** will be deemed to have accepted liability for the claim.
 - 5. If **you** wish to dispute **our** decision regarding **your** claim, **you** may appeal to the **Tribunal**. If **we** are given notice of proceedings before the **Tribunal**, **we** will accept findings made by the **Tribunal** as to whether any of the following events has occurred:
 - a) the non-completion of the **Work**;
 - b) an event referred to in paragraphs a) to c) under the section of the **Policy** entitled 'Our Cover'; and
 - c) if such an event has occurred, the amount of loss or damage suffered by **you** as a result of the event.
 - 6. If **you** notify **us** of a defect (the initial defect), **we** will consider **you** to have given **us** notice of every other defect to which the initial defect is directly or indirectly related, whether or not the claim in respect of the initial defect is settled.

Claims Procedure

- 1. **You** should notify **us** in writing of any facts or circumstances which may give rise to a claim as soon as reasonably practicable when **you** become aware of them.
- 2. **We** may refuse to accept a claim if it is made later than 180 days after the date on which **you** first became aware, or might reasonably be expected to have become aware, of the death, **Disappearance** or **Insolvency** of the **Owner-Builder**.
- 7. **We** will ask **you** to use **our** claim form to make a claim and to provide **us** with as many details, records and information as may be reasonably practicable, so that **we** can investigate, assess and verify **your** claim.
- 8. Upon making a claim under this **Policy**, **you** must:
 - a) comply with any reasonable direction by **us** in relation to the completion or rectification of the **Work**;



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


Conditions

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

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

How We will Communicate

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

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

Jurisdiction

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

AOBW 202502-0063

Certificate Of Insurance

Building Act 1993 Section 135

Domestic Building Insurance Order Certificate in respect of Insurance

Domestic Building Contract

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

In respect of: Structural Alterations/Additions
At: 1 Raydon Court, Grovedale, VIC, 3216, AUSTRALIA
Carried out by: Patrick T Milner And Emma E Young
For: The Purchaser
Building Permit: 5477056458481
Construction Complete Date: 28/06/2022
Defects Inspection Report: Rudolf Venema INL38425
Defects Inspection Date: 07/02/2025

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

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

Signed at Seaford on Tuesday, 11 February 2025

A handwritten signature in black ink, appearing to read "Philip J. Crawford".

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

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