actlawsociety

CS06.2013

THE LAW SOCIETY OF THE AUSTRALIAN CAPITAL TERRITORY

Contract for Sale

SCHEDULE

LAND	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
				15	64	AINSLIE
		and known as 25 Winnecke Street				
SELLER	Full name ACN/ABN Address	Christopher Carl Goodnow and Suzanne Beth Hartley 25 Winnecke Street AINSLIE ACT 2602				
SELLER SOLICITOR	Firm Ref Phone Fax DX/Address	Phelps Reid Lawyers Mussa Hijazi (02) 6248 8477 (02) 6257 3815 GPO Box 822 Canberra ACT 2601/ DX 5705 Canberra				
STAKEHOLDER	Name	Maria Selleck Properties Trust Account				
SELLER AGENT	Firm Ref Phone Fax DX/Address	Maria Selleck Properties Maria Selleck (02) 6162 1234 (02) 6175 8020 PO Box 3789 MANUKA ACT 2603				
RESTRICTION ON TRANSFER	Mark one	☒ Nil	☐ s. 251	☐ s. 265	☐ s. 298	
LAND RENT	Mark one	☒ Non-Land Rent Lease	☐ Land Rent Lease			
OCCUPANCY	Mark one	☒ Vacant possession	☐ Subject to tenancy			
BREACH OF COVENANT OR UNIT ARTICLES	Description (*Insert other breaches*)	As disclosed in the Required Documents and				
GOODS	Description	Fixed floor coverings, window treatments, light fittings, dishwasher, range hood and remote for garage as inspected				
DATE FOR REGISTRATION OF UNITS PLAN						
DATE FOR COMPLETION		On or before 30 days from the date hereof				

An agent may only complete the details in this black box and exchange this contract. See page 3 for more information.

BUYER	Full name ACN/ABN Address		
BUYER SOLICITOR	Firm Ref Phone Fax DX/Address		
PRICE	Price Less Deposit Balance	$ $ $	(GST inclusive unless otherwise specified) (10% of Price)
DATE OF THIS CONTRACT			

CO-OWNERSHIP	Mark one (*Show shares*)	☐ Joint tenants	☐ Tenants in common in the following shares:

READ THIS BEFORE SIGNING

Before signing this contract you should ensure that you understand your rights and obligations. You should read the important notes on page 3. You should get advice from your solicitor.

Seller signature	Buyer signature
Seller Witness signature	Buyer Witness signature

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REQUIRED DOCUMENTS (RESIDENTIAL PROPERTIES ONLY)

The following marked documents are attached and form part of this Contract. The Buyer acknowledges that by execution of this Contract the Buyer certifies in writing that the Buyer received the marked documents prior to entering into this Contract.

- ☒ Crown lease of the Land (including variations)
- ☒ Current edition of the certificate of title for the crown lease
- ☒ Deposited Plan for the Land
- ☒ Energy Efficiency Rating Statement
- ☐ Encumbrances shown on the certificate of title (excluding any mortgage or other encumbrance to be discharged)
- ☐ If there is an encumbrance not shown on the certificate of title - a statement about the encumbrance complying with the Civil Law (Sale of Residential Property) Regulations
- ☒ Lease Conveyancing Inquiry Documents for the Property
- ☐ Building Conveyancing Inquiry Document (except if:
  - the Property is a Class A Unit
  - the residence on the Property has not previously been occupied or sold as a dwelling; or
  - this Contract is an "off-the-plan purchase")
- ☒ Building and Compliance Inspection Report(s) (except if s. 9(2)(a)(ii) or s. 9(2)(a)(iii) of the Sale of Residential Property Act applies). The inspection must have been carried out no earlier than 3 months before the Property was advertised or offered for sale, and if the Seller has obtained 2 or more reports in that period, each report.
- ☒ Pest information (except if the property is a Class A Unit, or is a residence that has never been occupied): Pest Inspection Report(s). The inspection must have been carried out no earlier than 3 months before the Property was advertised or offered for sale if the Seller has obtained 2 or more reports in the period 6 months before advertising or offering for sale, each report.

If the Property is off-the-plan
- ☐ proposed plan
- ☐ inclusions list

If the Property is a Unit where the Units Plan has registered:
- ☐ Units Plan concerning the Property
- ☐ current editions of the certificate of title for the Common Property
- ☐ (if the unit is a Class A Unit) minutes of meetings of the Owners Corporation and executive committee for the 2 years before the Property was advertised or offered for sale
- ☐ Section 119 Certificate
- ☐ registered variations to the articles of the Owners Corporation

If the Property is a Unit where the Units Plan has not registered:
- ☐ proposed Units Plans or sketch plan
- ☐ inclusions list
- ☐ the Default Rules
- ☐ details of any contract the Developer intends the Owners Corporation to enter, including—
  - the amount of the Buyer's General Fund Contribution that will be used to service the contract; and
  - any personal or business relationship between the Developer and another party to the contract
- ☐ the Developer's estimate, based on reasonable grounds, of the Buyer's General Fund Contribution for 2 years after the Units Plan is registered
- ☐ if a Staged Development of the Units is proposed—the proposed Development Statement and any amendment to the statement

If the Property is a Lot that is part of a Community Title Scheme:
- ☐ Section 67 Statement, as first or top sheet
- ☐ Community Title Master Plan
- ☐ Community Title Management Statement

If the Property is a Lot that will form part of a Community Title Scheme:
- ☐ proposed Community Title Master Plan or sketch plan
- ☐ proposed Community Title Management Statement

GST
- ☒ Not applicable
- ☐ Input taxed supply of residential premises
- ☐ Taxable supply (including new residential premises)
- ☐ GST-free supply of going concern
- ☐ Buyer and Seller agree to apply margin scheme

TENANCY
- ☐ Tenancy Agreement
- ☐ No written Tenancy Agreement exists

ANNEXURES
- ☐ Annexure A - Subject to Finance
- ☐ Annexure B - Deposit by Instalments

INVOICES
- ☒ Building and Compliance Inspection Report
- ☒ Pest Inspection Report

ASBESTOS
- ☐ Asbestos Advice
- ☐ Current Asbestos Assessment Report

TENANCY SUMMARY

Premises		Expiry date	
Tenant name		Rent	
Commencement date		Rent review date	
Term		Rent review mechanism	

MANAGING AGENT DETAILS FOR OWNERS CORPORATION OR COMMUNITY TITLE SCHEME (if no managing agent, secretary)

Name		Phone	
Address			

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Certificate under Section 17 of the Civil Law (Sale of Residential Property) Act 2003

I, of

in

the Australian Capital Territory certify as follows:

1. I am a lawyer as defined in the Legislation Act 2001.

2. I am giving this Certificate in accordance with Section 17 of the Civil Law (Sale of Residential Property) Act 2003 in respect of a contract for the sale of residential property **25 Winnicke Street, Ainslie** from **Christopher Carl Goodnow and Suzanne Beth Hartley** to
so that there is no cooling off period in respect of the contract.

3. I do not act for the seller nor am I a member or employee of a firm of which the lawyer acting for the seller is a member or employee.

4. This Certificate is given under Section 13 of the Civil Law (Sale of Residential Property) Act 2003.

5. I have explained to the buyers:-

   (a) the nature of this Certificate;

   (b) the effect of giving this Certificate to the seller is that there is no cooling off period in respect of the contract.

Dated: 2014

……

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

Ainslie Section 64 Block 15 on Deposited Plan 1060
Lease commenced on 05/05/1965, granted on 19/08/1965, term of 99 years
Area is 911 square metres or thereabouts

Joint Tenants:
Christopher Carl Goodnow
Suzanne Beth Hartley

Registered Date	Dealing Number	Description
		Original title is **Volume** 161 **Folio** 50 Purpose Clause: Refer Crown Lease S.28A City Area Leases Act 1936: 5 Years From Grant Date
12/11/1996	1014956	Mortgage to COMMONWEALTH BANK OF AUSTRALIA
		End of interests

This data (excluding administrative interests) is certified correct by the Registrar-General at 12:59:32 on 26/09/2014
Unregistered dealings have not been formally recorded in the register.

S.P. 1060

Plan of

Sec. 61; Sec. 62; Blks 1-4, 7-15, 18-22 Sec. 63; Sec. 64; Blks 1-12 Sec. 65

DIVISION OF AINSLIE

CANBERRA CITY DISTRICT

AUSTRALIAN CAPITAL TERRITORY

Scale

FT 80 40 0 80 FT

* PROPOSED ELECTRIC SUPPLY SERVICE EASEMENT 8' WIDE - (a)

Registrar of Titles at Canberra, Australian Capital Territory

with ... February 62

two ...

AMENDED BY D.P. No. 2361 ON 15. 4. 1970

DUFFY ST.

EBDEN ST.

CAMPBELL ST.

PATERSON ST.

GOW (60 WIDE) ST.

HAYLEY (100 WIDE) ST.

CANNING (VAR. WIDTH)

CHISHOLM (100 WIDE)

WINNECKE (VAR. WIDTH)

DIVISION OF WOLSELEY — DIVISION OF AINSLIE — BOUNDARY — DRIVE — CAMPBELL

QUICK ST.

77 S.P. 907

76 S.P. 247

1 S.P. 25

2 S.P. 247

38

60

13

14

(a) AMENDED BY REQUEST OF L.I.O. REF. FOLIO No. 852 ON FILE No. 82:2611 4/1/96 11/4/96.

REFERENCE & PERMANENT MARKS

- ● Denotes G.I.P. in road 6 radially from T.P.
- ▲ " C.B. " " 10 " " "
- ⚷ " D.H. & W. in kerb radially from T.P.

(Except as otherwise shown)

I certify that this plan is the plan prepared in accordance with sub-section 1 of section nine of the Districts Ordinance 1927-49

D. J. Rogers
Commonwealth Surveyor General

Drawn by G.B. Date 2/1/1962
Examined by ... Date 15/1/1962
Azimuth A-B
Strom Meridian
FIELD BOOK K.1659, K.1828

The word "easement" used in conjuction with the broken lines on this plan indicates that the services have been or may be constructed in the area so delineated.

Declared at Canberra the 31st day of January 1962 before me

Commissioner for Declarations under the Statutory Declarations Act 1911-1922

I, John Walter Sleep of Canberra in the Territory for the Seat of Government of the Commonwealth of Australia, a surveyor specially licensed by the Commonwealth under the provisions of the Real Property Ordinance 1925-57 hereby solemnly and sincerely declare (a) that all boundaries and measurements shown on this plan are correct (b) that all survey marks found and relevant physical objects on or adjacent to the boundaries are correctly represented (c) that all physical objects indicated exist in the positions shown (d) that the whole of the material facts in relation to the land are correctly represented (e) that the survey has been made (1) ~~by me~~ (2) under my supervision, and completed on the 22nd day of August 1961 and the reference marks have been placed as shown hereon.

And I make this solemn declaration by virtue of the Statutory Declarations Act 1911-1922 conscientiously believing the statements contained therein to be true in every particular.

J. W. Sleep
Licensed Surveyor

CANCELLED AND COMPUTER CERTIFICATE OF TITLE ISSUED

Entered in Register Book Vol. 161 Folio 50

Registrar of Titles.

2 SEP '85

THE COMMONWEALTH OF AUSTRALIA.

Australian Capital Territory.

SECTION 28A CITY AREA LEASES ORDINANCE 1936-1964 APPLIES

The City Area Leases Ordinance 1936–1964.

Lease GRANTED pursuant to the *City Area Leases Ordinance* 1936–1964 and the Regulations thereunder on the nineteenth day of August One thousand nine hundred and Sixty five WHEREBY the Commonwealth of Australia (hereinafter called the "Commonwealth") grants to JOHN FRANCIS GUERIN of 25 Winnecke Street Ainslie in the Australian Capital Territory Soldier and TERESA VERONICA GUERIN his wife as joint tenants (hereinafter called the "Lessee")

ALL THAT piece or parcel of land situate in the City Area in the Australian Capital Territory containing an area of —— acres —— roods —— 36 perches or thereabouts and being Block 15 Section 64 Division of Ainslie as delineated on Deposited Plan Number 1068 in the office of the Registrar of Titles at Canberra in the said Territory and being the land shown by pink colour on the plan endorsed hereon RESERVING unto the Commonwealth all minerals TO HOLD unto the Lessee for the term of ninety-nine years commencing on the fifth day of May One thousand nine hundred and sixtyfive to be used by the Lessee for residential purposes only YIELDING AND PAYING THEREFOR during the first twenty (20) years of the said term rent at the rate of forty seven pounds per annum and after the expiration of the said first twenty years during the remainder of the said term rent at the rate of Five pounds per centum per annum of the unimproved value of the said land as determined from time to time upon re-appraisement of the said value under any Statute Ordinance or Regulation.

1. THE lessee covenants with the Commonwealth as follows:—

(*a*) That the lessee will in respect of the first year of the said term pay to the Minister on behalf of the Commonwealth or to such person as may be authorized by the Minister for that purpose at Canberra in the said Territory the rent hereby reserved in advance without any deduction whatsoever and that the lessee will during the remainder of the said term pay the rent hereby reserved at the rate aforesaid in the following manner namely in advance for the period commencing on the fifth day of May and ending on the thirtieth day of June One thousand nine hundred and sixtysix and thereafter by quarterly payments in advance on the FIRST day of July the FIRST day of October the FIRST day of January and the FIRST day of April in each year to the Minister or to such person as may from time to time be authorized by the Minister for that purpose at Canberra aforesaid without any deductions whatsoever the first of such quarterly payments to be made on the FIRST day of July One thousand nine hundred and sixtysix

(*b*) That the lessee will pay to the Minister on behalf of the Commonwealth or to such person as may be authorized as aforesaid at Canberra in the said Territory as additional rent a sum at the rate of Eight pounds per centum (8%) per annum of rent payable under this lease which may remain unpaid for one calendar month after the day appointed for payment thereof computed from the expiration of the said calendar month to the date upon which such payment is made such additional rent to be added to and paid with the said amount of rent;

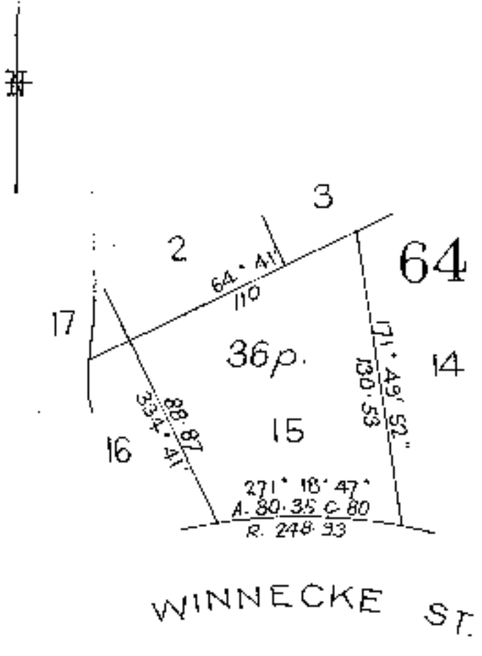
(*c*) That the lessee will at all times during the said term maintain repair and keep in repair all buildings and erections on the said land all to the satisfaction of the Minister;

(*d*) That the lessee will not without the previous approval in writing of the Commonwealth or the Minister on behalf of the Commonwealth erect any building on the said land or make any structural alterations in any building erected on the said land;

(*e*) To use the said land for residential purposes only;

(*f*) If and whenever the lessee fails to repair or keep in repair any building or erection on the said land the Commonwealth or the Minister on behalf of the Commonwealth may by notice in writing to the lessee specifying the wants of repairs require the lessee to effect repairs in accordance with the said notice or to remove the building or erection and if after the expiration of one calendar month from the date of the said notice or such longer time as the Commonwealth or the Minister on behalf of the Commonwealth may in writing allow the lessee has not effected the said repairs or removed the building or erection the Minister or any person or persons duly authorized by the Commonwealth or the Minister in that behalf with or without carts or other vehicles horses or other animals may enter upon the said land and effect the said repairs or (if the Minister is of opinion the building or erection is beyond reasonable repair) may demolish and remove the building or erection and all expenses incurred by the Commonwealth or the Minister in effecting such repairs or in demolishing and removing the building or erection shall be paid by the lessee to the Commonwealth on demand and from the date of such demand until paid shall for all purposes of this lease be deemed to be rent payable under this lease and unpaid by the lessee;

(*g*) To permit any person or persons authorized by the Commonwealth or the Minister on behalf of the Commonwealth in that behalf to enter upon the said land at all reasonable times and in any reasonable manner and inspect the said land and any buildings erections and improvements thereon.



Scale : 80 Feet to an Inch

2. THE Commonwealth covenants with the lessee—

(*a*) That the lessee may at any time upon payment of all rent and other moneys due to the Commonwealth under this lease surrender this lease to the Commonwealth but subject to any law of the Territory to the contrary the lessee shall not be entitled to receive any compensation from the Commonwealth in respect of such surrender or in respect of any buildings erections or improvements upon the said land;

(*b*) That the unimproved value of the said land shall be re-appraised for the purpose of determining the rent payable under this lease only in the twentieth year of the term of this lease and in every twentieth year thereafter.

3. IT IS MUTUALLY COVENANTED AND AGREED as follows:—

(*a*) That if—

(i) any rent payable under this lease shall remain unpaid for twelve calendar months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or

(ii) the said land is at any time not used for a period of one year for the purpose for which this lease is granted;

the Commonwealth or the Minister on behalf of the Commonwealth may determine this lease but without prejudice to any claim which the Commonwealth or the Minister on behalf of the Commonwealth may have against the lessee in respect of any breach of the covenants on the part of the lessee to be observed or performed;

(*b*) That acceptance of rent by the Commonwealth or the Minister or a person authorized by the Minister for that purpose during or after any period referred to in paragraph (ii) of sub-clause (*a*) of this clause shall not prevent or impede the exercise by the Commonwealth or the Minister on behalf of the Commonwealth of the powers conferred upon it by sub-clause (*a*) of this clause;

(*c*) If at the expiration of this lease the Minister shall have decided not to subdivide the said land and that it is not required for any Commonwealth purpose and shall have declared the said land to be available for lease the lessee shall be entitled to a further lease of the said land for such further term and at such rent and subject to such conditions (including re-appraisement of rent) as may then be provided or permitted by Statute Ordinance or Regulation. If the Minister shall have decided to subdivide the said land the lessee shall be entitled to a lease under the Statutes Ordinances and Regulations then in force of any one block which forms part of the said land and which the Minister shall have declared to be available for lease;

(*d*) That in this lease the expression "Minister" shall mean the Minister of State of the Commonwealth for the time being administering the *City Area Leases Ordinance* 1936–1964 including any amendments thereof or any Statute or Ordinance substituted therefor or the member of the Executive Council of the Commonwealth for the time being performing the duties of such Minister and shall include the authority or person for the time being authorized by the Minister or by law to exercise the powers and functions of the Minister under the *City Area Leases Ordinance* 1936–1964 including any amendments thereof or any Statute or Ordinance substituted therefor;

(*e*) That any notice requirement demand consent or other communication to be given to or served upon the lessee by the Commonwealth or the Minister under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Minister and delivered to or sent in a prepaid letter addressed to the lessee at the said land or at the usual or last-known address of the lessee or affixed in a conspicuous position on the said land;

(*f*) That if the lessee shall consist of one person the word "Lessee" shall where the context so admits or requires be deemed to include the lessee and the executors administrators and assigns of the lessee;

(*g*) That if the lessee shall consist of two or more persons the word "Lessee" shall where the context so admits or requires in the case of a tenancy in common be deemed to include the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and the administrators executors and assigns of the survivor of them;

(*h*) That if the lessee shall be a corporation the word "Lessee" shall where the context so admits or requires be deemed to include such corporation and its successors and assigns.

(*i*) That Section 28A of the *City Area Leases Ordinance* 1936–1964 shall apply to this lease.

IN WITNESS whereof this Lease has been executed in the name of the Commonwealth of Australia by the Minister and by the lessee.

53365

SIGNED SEALED AND DELIVERED by ERIC WIGLEY delegate of the Minister of State for the Interior of the Commonwealth of Australia in the presence of—

A. D. Clark
Public Servant
Canberra

SIGNED SEALED AND DELIVERED by the Lessee in the presence of—

COMMISSIONER FOR DECLARATIONS

No. 53367 — MORTGAGE from the within named John Francis Guerin and Teresa Veronica Guerin to Commonwealth of Australia

Produced 26th August 1965 and entered 8th September 1965 at five minutes past nine o'clock in the forenoon.

Registrar of Titles

No. 53938. MORTGAGE from the within named John Francis Guerin and Teresa Veronica Guerin to FINANCE AND GUARANTEE COMPANY LIMITED

Produced 15th September 1965 and entered 24th November 1965 at ten minutes past eleven o'clock in the forenoon.

Registrar of Titles

No. 124621 — DISCHARGE OF MORTGAGE No. 53938

Produced 2nd December 1971 and entered 20th December 1971 at two minutes past three o'clock in the afternoon.

Registrar of Titles.

No. 124622 — NOTICE OF DEATH. Proof having been furnished to me of the death of the within named John Francis GUERIN the surviving Joint Tenant Teresa Veronica GUERIN

is now Registered Sole Proprietor of the land within described.

Produced 2nd December 1971 and entered 20th December 1971 at four minutes past three o'clock in the afternoon.

Registrar of Titles

13552/64

By Authority: A. J. Arthur, C'wealth Govt. Printer, Canberra.

ACT Planning & Land Authority

CUSTOMER SERVICE CENTRE
DAME PATTIE MENZIES HOUSE
16 CHALLIS STREET
DICKSON ACT 2602

PHONE: 62071923
FACSIMILE: 62071925

LEASE CONVEYANCING ENQUIRY

Your response is sought to the following questions in relation to:

LAND: Please provide details of the land you are enquiring about.

Unit	0	Block	15	Section	64	Suburb	AINSLIE

Leased by the Australian Capital Territory on behalf of the Commonwealth under the Land (Planning and Environment) Act 1991 and Planning & Development Act 2007

		No	Yes
1. Have any notices been issued relating to the Crown Lease?		(X)	( )
2. Is the Lessor aware of any notice of a breach of the Crown Lease?		(X)	( )
3. Has a Certificate of Compliance been issued?	(N/A ex-Government House) [X]	( )	( )

Certificate Number: N/A Dated:

4. Has an application for Subdivision been received under the Unit Titles Act?	(see report)
5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004?	(see report)
6. If an application has been determined, is the land subject to a Preliminary Assessment, an Assessment or an Enquiry under Party IV of the Land Act 1991, or an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007?	(see report)
7. Has a development application been received, or approval granted for development under the Land Act 1991, or the Planning & Development Act 2007 in respect of the Land?	(see report)
8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included)	(see report)
9. Has an Order been made in respect of the Land pursuant to Section 254, 254A, 255 and 256 of the Land Act 1991 or Part 11.3 of the Planning & Development Act 2007?	(see report)
10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land?	(see report)

Customer Service Centre
ACT Planning and Land Authority

Date: 26-SEP-14 13:18:16

Applicant's Name : Hijazi, Mussa
E-mail Address : hari@phelpsreid.com
Fax Number :
Client Reference : 18653 - Goodnow and Hartley

Did you know? Lease Conveyancing enquiries can be lodged electronically at www.canberraconnect.act.gov.au
For further information, please contact the Lease Conveyancing Officer on 62071923

ACT Planning & Land Authority

Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

INFORMATION ABOUT THE PROPERTY

AINSLIE Section 64/Block 15

-

Area(m2): 916.5
Unimproved Value: $735,000 **Year:** 2014
Subdivision Status: Application not received under the Unit Titles Act.

Heritage Status: Nil.

Assessment Status: The Land is not subject to a Preliminary Assessment, an Assessment or an Enquiry under Part IV of the Act concerning the Land.

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA972692 **Lodged** 09-JUL-97 **Type** Single Dwelling

-- Application Details ----------

Description
Demolition and New Residence

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Canberra Central	Ainslie	64	15-15	

-- Involved Parties ----------

Role	Name
Energy Assessor	Lovie
Applicant	Hartley
Contact	Hartley
Lessee	Goodnow
Lessee	Hartley
Objector	Kenna

-- Activities ----------

Activity Name	Status
Ba Single Hse (Neighbour Cons)	Approval Conditional

ACT Planning & Land Authority

Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

DEVELOPMENT APPLICATIONS ON THE ADJACENT PROPERTIES (LAST 2 YEARS ONLY)

The information on development applications on adjacent blocks is to assist purchasers to be aware of possible nearby development activity. Copies of development application(s) can be inspected at ACTPLA's Customer Service Centre, please contact ACTPLA on 6207 1923 to ensure plans are readily available.

PLEASE NOTE: This information does not cover all development activity.

Since the introduction of the Planning and Development Act 2007 a significant range of development activity can now be undertaken without development approval . The full list of activities that are exempt from development approval can be found in the Planning and Development Regulation 2008. Activities that are exempt from development approval include, but are not limited to, new or additions to single residences that comply with relevant Territory Plan codes, certain sheds, carports, pergolas etc. This report does not cover such exempt development activity. For more information on exempt development activities refer to www.actpla.act.gov.au or contact ACTPLA on the number above.

LAND USE POLICIES

To check the current land use policy in the suburb that you are buying a property in, please check the Territory Plan online at http://www.legislation.act.gov.au/ni/2008-27/current/default.asp

CONTAMINATED LAND SEARCH

Records held by the Environment Protection Unit (EPU), Environment ACT for the land indicate the following:

The block is not recorded on the Register of contaminated sites under section 21(A) of the Environment Protection ACT 1997.

At present the EPU has no information on the contamination of the land. However, this does not absolutely rule out the possibility of contamination and should not be interpreted as a warranty that there is no contamination.

I appreciate that this does not absolutely rule out the existence of contamination of the soils. If you or your clients wish to be completely sure you, or they, should arrange to conduct independent tests.

ASBESTOS SEARCH

Records held by ACTPLA indicate that loose asbestos was not identified in the ceiling cavities of these premises (but not including any shed or garage on the property) during the government programme conducted in the early 1990's. However, ACTPLA cannot say anything about the presence or otherwise of loose asbestos on these premises since that program was conducted.

Notwithstanding the above, ACTPLA gives no warranty or assurance in relation to the accuracy of the information provided above and the enquirer should make their own enquiries and obtain their own reports in relation to the presence or otherwise of asbestos on these premises.

---- END OF REPORT ----

K P R Reports Pty Ltd trading as
ACT Professional Building Services
Unit 1/29 Webber Crescent, Calwell ACT 2905
Phone: (02) 6291 9950 • Mobile: 0403 185 631
Fax: (02) 6291 1029 • Email: actpro@bigpond.com
PO Box 401, Calwell ACT 2905 • Web: www.actpro.com.au

Data Sheet

Quick reference guide

Property: 25 Winnecke Street - Ainslie

Report Number: 18292

Date of Inspection: 12/11/2014

Energy Rating: 3 Stars

Bedrooms: 5 or 4 Bedroom Study Home

Total Floor Area: Lower: 139.80m²

Upper: 48.88 m²

Carport Area: 21m²

Condition of home: Good

Repairs required: No

BOQ

K P R Reports Pty Ltd

'ACTPRO'
PO Box 401
CALWELL ACT 2905

02 62919950

KPR REPORTS
1-29 WEBBER CRES
AU-2905 CALWELL
ORG.NO:

TSP: 00001001 TERM ID: 30024384
MID: 000499418
2014-11-14 16:56

MOTO

AUD 895.00

[illegible]5892
VISA
CREDIT

APPROVED

T-4 1 000 L1 296 043839
REF.NO: 141114000558 STAN: 000558
BOQSTLPRCDTE: 2014-11-14
S/N: 282-148-387

SAVE RECEIPT
CUSTOMER'S COPY

R REPORTS PTY LTD
T/A ACTPRO

'The Inspection Specialists'

A.B.N.: 87 001 956 716

Bill To:

Mr C. Goodnow
Ms S. Hartley
25 Winnecke Street
AINSLIE ACT 2602

Invoice #: 00001428

DATE 30/09/2014

	YOUR	IP DATE	TERMS		
SALESPERSON	27 [illegible]	/09/2014			

QTY.	ITEM NO.	DESCRIPTION	PRICE	UNIT	DISC %	EXTENDED	CODE
1	PAK	B/P/C Inspection Report	$757.00			$757.00	GST
1	GOV	Government Charges	$138.00			$138.00	N-T

PAID

RECEIVED
14 NOV 2014
BY: thankyou

DIRECT DEPOSIT:

BOQ
KPR Reports Pty Ltd
BSB: 122 801
Acct No: 21857384

COMMENT	CODE	RATE	GST	SALE AMOUNT		
	GST	10%	$68.82	$688.18	SALE AMOUNT	$895.00
	N-T	0%	$0.00	$138.00	FREIGHT	$0.00
					GST	$68.82
					TOTAL	$895.00
					PAID TODAY	$0.00
					BALANCE	**$895.00**

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K P R Reports Pty Ltd trading as
ACT Professional Building Services
Unit 1/29 Webber Crescent, Calwell ACT 2905
Phone: (02) 6291 9950 • Mobile: 0403 185 631
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PO Box 401, Calwell ACT 2905 • Web: www.actpro.com.au

BUILDING REPORT



KPR Reports Pty Ltd
trading as ACTPRO

DATE OF INSPECTION: 12th of November, 2014
OUR REFERENCE NUMBER: A/18292
Refer Property: 25 Winnecke Street, Ainslie

As at your request we have inspected the above property and we are pleased to submit the following building report.

This report has been compiled in accordance with **AS4349.0 and AS4349.1-2007**. If you have any further inquiries please do not hesitate to contact the Inspector Alan Gane (3307) or Manager Ken Roche (3304) on the above telephone numbers.

Yours faithfully,

Ken Roche
ACTPRO
Ph: 02 6291 9950

PREAMBLE

Upon receipt of this Standard Property Report, the purchasing client enters into a contract devised solely as per AS 4349.0 and AS4349.1-2007.

This report has been compiled after a visual inspection of the property, with an objective of identifying any defects (whether minor or significant) to the property that were visible and present at the time of inspection.

This report does not cover all aspects of the building and must be read in conjunction with the scope and limitations document contained within.

It may not include all items that were inspected and found to be in a good condition or all minor faults or defects as defined below:

AS 4349.1 "Minor fault or defect a matter which, in the view of age, type or condition of the residential building, does not require substantial repairs or urgent attention and rectification."

This report uses the following grading system:

- **GOOD**
  Of acceptable industry standards
  and free of defects
  and requiring no repairs.

  (superficial defects accepted).

- **FAIR**
  Of below acceptable industry standards
  or has minor defects
  or has minor signs of deterioration

  and is functional.

- **POOR**
  Of well below acceptable industry standards
  or has defects requiring extensive repair or replacement
  or has obvious signs of deterioration.

DESCRIPTION OF PROPERTY.

This is a two storey, brick veneer and weatherboard residence constructed on a standard block. There is colourbond roof sheeting, timber flooring and aluminium window frames to the home. A single carport has been built to the left hand side of the residence. The Hills Hoist clothesline is fitted to the rear and a gas hot water service has been installed to the right hand side of the property.

STRUCTURAL MOVEMENT / CRACKING.

- There is no evidence of significant structural movement or brickwork cracking to the residence.

EXTERNAL.

- Brickwork is in a good condition.
- Brick mailbox is in a good condition.
- Paintwork is in a good condition. Painting is an on going maintenance item to protect the timbers from the natural elements.
- Timber fascias are in a good condition.
- Clothesline is in a good condition.
- Landscaped gardens are in a good condition.
- Front verandah is in a good condition.
- Timber railing and steps are in a good condition.
- Concrete porch and decking to the rear are in a good condition.
- Steps are in a good condition.
- Timber decking to the rear balcony is in a good condition.
- Metal railing is in a good condition.
- Paved paths and driveway are in a good condition.

CARPORT.

- Timber framed carport with metal roof sheeting is in a good condition.

FENCES.

- Paling fences to the rear are in a good condition.
- Chainwire fences to the right hand side are in a fair condition.
- Timber gate to the right hand side is in a good condition.

WINDOWS.

- Aluminium window frames are in a good condition.
- Flyscreen fitted to the windows are in a good condition.

EXTERNAL DOORS.

- External doors to the front and side are fitted with a deadlock and in a good condition.
- Three aluminium framed sliding doors to the rear are in a good condition.
- Three sliding flyscreen doors to the rear are in a good condition.

ROOF.

- Flat roof frame appears to be aligned and in a good condition.
- Colourbond roof sheeting is in a good condition.
- Eaves are in a good condition.
- Colourbond guttering is in a good condition.

INSULATION.

- There are R3.7 fibreglass batts to the ceiling and sisalation to the residence.

Note* R5.0 ceiling insulation is the recommendation for the ACT region.

PLUMBING and DRAINAGE.

- Inspection of stormwater plumbing and sewerage drainage is not possible as these areas are not accessible to our inspectors.

SUB FLOOR.

- Hardwood bearers and joists on brick piers and Particleboard flooring appear to be aligned and in a good condition.
- Ventilation appears to be adequate and the ground is dry.
- There is complete termite shielding in place.

INTERNAL.

- Gyprock, solid brick and timber panel walls are in a good condition.
- Gyprock ceilings are in a good condition.
- Paintwork is in a good condition.
- Carpets, timber floorboards and tiles are laid to the floors.

Note* the residence is not furnished at the time of inspection.

- **Lights, heating, hot water service and other household fittings and appliances have not been tested as part of this inspection.**

HEATING.

- A wallheater has been fitted to both bedrooms four and five.
- A heating unit has been ducted to the floors of the residence.

ENTRY.

- Gyprock walls and ceiling are in a good condition.
- Timber floorboards are laid to the floor.

LOUNGE ROOM.

- Gyprock, solid brick and timber panel walls are in a good condition.
- Gyprock ceiling and exposed beams are in a good condition.
- Timber floorboards are laid to the floor.
- Curtains are fitted to the five windows and double glass doors.

DINING ROOM.

- Gyprock walls and ceiling are in a good condition.
- Timber floorboards are laid to the floor.
- Curtains are fitted to the window and glass sliding door.

LAUNDRY.

- Villaboard walls and gyprock ceiling are in a good condition.
- Tiles are laid to the floor.
- Holland blinds are fitted to the two windows.
- There are locks to the windows.
- Laundry tub and taps are in a good condition.
- Three door storage cupboard is in a good condition.

KITCHEN.

- Gyprock walls and ceiling are in a good condition.
- Timber floorboards are laid to the floor.
- Window is in a good condition.
- Cupboards and benchtop are in a good condition.
- Oven, grill and hotplates have not been tested.
- Rangehood has not been tested.
- Dishwasher has not been tested.
- Kitchen sink has no signs of leaks.
- Tap mixer is in a good condition.
- Splash back tiles are in a good condition.

HALLWAY.

- Gyprock and solid brick walls are in a good condition.
- Gyprock ceiling and exposed beams are in a good condition.
- Timber floorboards are laid to the floor.
- Two door storage cupboard is in a good condition.

HALLWAY and STAIRCASE – to the upper level.

- A smoke detector is fitted to the ceiling. The batteries will require replacement every twelve months.
- Gyprock walls and ceiling are in a good condition.
- Staircase is in a good condition.

BEDROOM ONE.

- Gyprock walls and ceiling are in a good condition.
- Carpet is laid to the floor.
- Roman blinds are fitted to the nine windows and glass door.
- There are locks to the windows.
- Sliding three door built-in-robe is in a good condition.

ENSUITE.

- Sliding door is in a good condition.
- Villaboard walls and gyprock ceiling are in a good condition.
- Wall tiles are in a good condition.
- Tiles are laid to the floor.
- Window is in a good condition.
- Basin and vanity are in a good condition.
- Taps are in a good condition.
- Mirror is in a good condition.
- Shower base and screen are in a good condition.
- Bath is in a good condition.
- Dual flush toilet is in a good condition with no signs of leaks.
- Tastic fan / heater is in a good condition.

BEDROOM TWO.

- Gyprock walls and ceiling are in a good condition.
- Timber floorboards are laid to the floor.
- Window and glass door are in a good condition.
- Sliding two door built-in-robe is in a good condition.

BEDROOM THREE.

- Gyprock walls and ceiling are in a good condition.
- Timber floorboards are laid to the floor.
- Window and glass door are in a good condition.
- Sliding two door built-in-robe is in a good condition.

BEDROOM FOUR – upper level.

- Gyprock walls are in a good condition.
- Gyprock ceiling and exposed beams are in a good condition.
- Timber floorboards are laid to the floor.
- There are locks fitted to the five windows.
- Two door built-in-robe is in a good condition.

BEDROOM FIVE or STUDY – upper level.

- Gyprock walls are in a good condition.
- Gyprock ceiling and exposed beams are in a good condition.
- Timber floorboards are laid to the floor.
- No window dressings are fitted to the twelve windows and glass sliding door.

BATHROOM.

- Villaboard walls and gyprock ceiling are in a good condition.
- Wall tiles are in a fair condition. Grouting is needed to the internal corner.
- Tiles are laid to the floor.
- There are locks to the two windows.
- Basin and vanity are in a good condition.
- Taps are in a good condition.
- Two mirrors are in a good condition.
- Shower over bath is in a good condition.
- Bath is in a good condition.
- Exhaust fan is in a good condition.

BATHROOM – upper level.

- Villaboard walls and gyprock ceiling are in a good condition.
- Tiles are laid to the floor.
- No window dressings are fitted to the five windows.
- There are locks to the windows.
- Basin and vanity are in a good condition.
- Taps are in a good condition.
- Mirror is in a good condition.
- Shower base and screen are in a good condition.
- Exhaust fan is in a good condition.
- Dual flush toilet is in a good condition with no signs of leaks.

OVERVIEW / COMMENTS.

This five bedroom or four bedroom plus study home is generally well maintained and in a good condition with only minimal and minor defects as noted.
This inspection has not included the examination of the plumbing or electrical wiring to the property. If inspection of these areas is required it is recommended that a qualified tradesman be consulted.
The residence is situated on a block of land that would appear to drain away / run off adequately.
The weather at the time of the inspection was fine.
The overall condition of the property where visible / accessible appears to be in a sound structural condition.

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Visual Timber Pest Inspection & Report in accord with AS 4349.3 ACT only

Account to: S. Hartley & C. Goodnow
25 Winnecke Street
AINSLIE ACT 2602

Reference: *18292-27/WM*

Re: Structure at: 25 Winnecke Street
AINSLIE ACT 2602

Inspection Date: 12th November, 2014
Report Prepared Date: 13th November, 2014

Summary Only

IMPORTANT DISCLAIMER

- **This Summary is supplied to allow a quick and superficial overview of the inspection results.**
- **This Summary is NOT the Report and cannot be relied upon on its own.**
- **This Summary must be read in conjunction with the full report and not in isolation from the report.**
- **If there should happen to be any discrepancy between anything in the Report and anything in this Summary, the information in the Report shall override that in this Summary.**
- **The Report is subject to conditions and limitations. Your attention is particularly drawn to the Clauses, Disclaimer of Liability to Third Parties, Limited Liability to a Purchaser within the Australian Capital Territory and to the Notice to the Purchaser at the back of this Report.**

ACCESS

Are there any Area(s) and/or Section(s) to which Access should be gained? Yes, read report in its entirety.

TIMBER PEST ACTIVITY

Were active subterranean termites (live specimens) found? No, read report in its entirety.

Was visible evidence of subterranean termite workings or damage found? No, read report in its entirety.

Was visible evidence of borers of seasoned timbers found? No, read report in its entirety.

Was evidence of damage caused by wood decay (rot) fungi found? Yes, read report in its entirety

**For complete and accurate information
please refer to the attached complete
Visual Timber Pest Report, provided in accord with AS 4349.3.**

TERMS & LIMITATIONS

Important Information: Any person who relies upon the contents of this report does so acknowledging that the following clauses which define the Scope and Limitations of the inspection form an integral part of the report.

1. **THIS IS A VISUAL INSPECTION ONLY** in accord with the requirements of AS 4349.3 Inspection of buildings Part 3: Timber pest inspections. Visual inspection was limited to those areas and sections of the property to which reasonable access (See Definition) was both available and permitted on the date of Inspection. The inspection DID NOT include breaking apart, dismantling, removing or moving objects including, but not limited to, foliage, mouldings, roof insulation/sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances or personal possessions. The inspector CANNOT see inside walls, between floors, inside skillion roofing, inside the eaves, behind stored goods in cupboards, in other areas that are concealed or obstructed. The inspector DID NOT dig, gouge, force or perform any other invasive procedures. An invasive inspection will not be performed unless a separate contract is entered into. In an occupied property it must be understood that furnishings or household items may be concealing evidence of Timber Pests which may only be revealed when the items are moved or removed. In the case of Strata type properties only the interior of the unit is inspected.

2. **SCOPE OF REPORT**: This Report is confined to reporting on the discovery, or non discovery, of infestation and/or damage caused by subterranean and damp wood termites (white ants), borers of seasoned timber and wood decay fungi (hereinafter referred to as "Timber Pests"), present on the date of the Inspection. The Inspection did not cover any other pests and this Report does not comment on them. Dry wood termites (Family: KALOTERMITIDAE) and European House Borer (*Hylotrupes bujulus Linnaeus)* were excluded from the Inspection, but have been reported on if, in the course of the Inspection, any visual evidence of infestation happened to be found. If *Cryptotermes brevis* (West Indian Dry Wood Termite) or *Hylotrupes bujulus Linnaeus* are discovered we are required by law to notify Government Authorities. If reported a special purpose report may be necessary.

3. **LIMITATIONS**: Nothing contained in the Report implies that any inaccessible or partly inaccessible areas or sections of the property being inspected by the Inspector on the date of the Inspection were not, or have not been, infested by Timber Pests. Accordingly this Report is not a guarantee that an infestation and/or damage does not exist in any inaccessible or partly inaccessible areas or sections of the property. Nor is it a guarantee that a future infestation of Timber Pests will not occur or be found.

4. **DETERMINING EXTENT OF DAMAGE**: The Report is NOT a structural damage Report. We claim no expertise in building and any inexpert opinion we give on timber damage CANNOT be relied upon. The Report will not state the full extent of any timber pest damage. The Report will state timber damage found as 'slight', `moderate', `moderate to extensive' or 'extensive'. This information is not the opinion of an expert. If any evidence of Timber Pest activity and/or damage resulting from Timber Pest activity is reported either in the structure(s) or the grounds of the property, then You must assume that there may be concealed structural damage within the building(s). This concealed damage may only be found when wall linings, cladding or insulation are removed to reveal previously concealed timbers. An invasive Timber Pest Inspection (for which a separate contract is required) is strongly recommended and You should arrange for a qualified person such as a Builder, Engineer, or Architect to carry out a structural inspection and to determine the full extent of the damage and the extent of repairs that may be required. You agree that neither We nor the individual conducting the Inspection is responsible or liable for the repair of any damage whether disclosed by the report or not.

5. **MOULD**: Mildew and non wood decay fungi is commonly known as Mould and is not considered a Timber Pest. However, Mould and their spores may cause health problems or allergic reactions such as asthma and dermatitis in some people. No inspection for Mould was carried out at the property and no report on the presence or absence of Mould is provided. Should any evidence of Mould happen to be noticed during the inspection, it will be noted in the Other Information (5.11) section of this report. If Mould is noted as present within the property and you are concerned as to the possible health risk resulting from its presence then you should seek advice from your local Council, State or Commonwealth Government Health Department or a qualified expert such as an Industry Hygienist.

6. **DISCLAIMER OF LIABILITY**: No liability shall be accepted on account of failure of the Report to notify any Termite activity and/or damage present at or prior to the date of the Report in any areas(s) or section(s) of the subject property physically inaccessible for inspection, or to which access for Inspection is denied by or to the Licensed Inspector (including but not limited to any area(s) or section(s) so specified by the Report).

7. (a) **DISCLAIMER OF LIABILITY TO THIRD PARTIES**: This Report is made solely for the use and benefit of the Client named on the front of this report. No liability or responsibility whatsoever, in contract or tort, is accepted to any third party who may rely on the Report wholly or in part. Subject to 7 (b) below, any third party acting or relying on this Report, in whole or in part, does so at their own risk.

   (b) **Limited Liability to a Purchaser within the Australian Capital Territory only**: Within the Australian Capital Territory (ACT) and in accordance with the ACT Civil Law (Sale of Residential Property) Act 2003 and Regulations, a copy of the Report may be attached to the Contract for Sale.

This Report may be attached to the Contract provided that:

I. This Report must include: -

(a) the Inspection Date; and

(b) the date the Report was prepared; and

(c) thebe Insurance policy number and expiry date of the professional indemnity insurance policy covering the Inspector who provided the Report.

II. The Vendor and the Purchaser are advised that within 7 days after the Inspection Date the following information will be given to the Territory (defined in the Act) for inclusion in a publicly available register: -

(a) the fact that this Report has been prepared; and

(b) the street address of the property inspected; and

(c) the Inspection Date stated in this Report; and

(d) the name and contact details of the company, partnership or sole trader that employs the Timber Pest Inspector who prepared the Report; and

(e) the name of the Timber Pest Inspector who carried out the inspection.

III. As required by Part 2, Section 7 and Clause 5 of the Regulations the circumstances in which reliance may be placed on the report in respect to the state of the property at the time of the inspection are;

(a) the inspection was carried out not more than three months prior to the date the property named on the front of the Report was first listed or offered for sale; and

(b) the date on which the settlement took place was not more than one hundred and eighty (180) days after the Inspection Date; and

(c) the Report is given by the Vendor to the prospective Purchaser prior to Exchange and prior to the expiration of any 'Cooling-off Period' allowed in the Act; and

(d) the Purchaser completes, signs and dates the "Notice to the Purchaser" before settlement; and

(e) the Purchaser transmits by fax, post or otherwise delivers the signed "Notice to the Purchaser" to the company, partnership or sole trader at the address shown on the front of the Report not less than four (4) days prior to the date of settlement.

NB. No reliance may be placed on the report for any contract entered into more than six months after the date of inspection.

IV. The Vendor and the Purchaser are advised that, upon payment of a reasonable fee, the company, partnership or sole trader that employed the Timber Pest Inspector who prepared this Report may supply a copy to any person, Solicitor, company or organization purporting to represent or be a person who has entered into a contract to buy the property.

NOTE: The provisions of the above 'Limited Liability to a Purchaser within the Australian Capital Territory only' clause together with the 'Notice to the Purchaser' shall, in all circumstances, form part of the Contract between the Purchaser and the company, partnership or sole trader that employs the Timber Pest Inspector who carried out the Inspection.

WARNING: The Purchaser is advised that this Report reflects the condition of the property existing at the time of the inspection(Inspection Date) and may not reflect the current state. Timber Pests, particularly Termites, may have gained entry to the property since the Inspection Date. Termites can, in a relatively short period, cause significant damage to both structural and non-structural timbers within and around the buildings of the Property. Termites (white ants) may be difficult to detect and much of the damage caused may not be readily visible. If damage exists then it may cost thousands of dollars to repair. It is, therefore, very strongly recommended that you promptly arrange for another inspection and report in accordance with Australian Standard AS4349.3 to be carried out prior to the expiration of the 'Cooling off Period' and settlement.

8. COMPLAINTS PROCEDURE: In the event of any dispute or claim arising out of, or relating to the Inspection or the Report, or any alleged negligent act or omission on Our part or on the part of the individual conducting the Inspection, either party may give written Notice of the dispute or claim to the other party. If the dispute is not resolved within twenty one (21) days from the service of the written Notice then either party may refer the dispute or claim to a mediator nominated by Us. The cost shall be met equally by both parties or as agreed as part of the mediated settlement. Should the dispute or claim not be resolved by mediation then one or other of the parties may refer the dispute or claim to the Institute of Arbitrators and Mediators of Australia who will appoint an Arbitrator who will resolve the dispute by arbitration. The Arbitrator will also determine what costs each of the parties are to pay.

VISUAL TIMBER PEST REPORT

1. BRIEF DESCRIPTION OF STRUCTURE(S) INSPECTED:

1.1 Building: Domestic. **Construction:** Multistorey, Split level. **Floor:** Chipboard. **Walls:** Brick Veneer & Cavity Brick. **Piers:** Brick. **Roof:** Colourbond. **Fences etc:** Timber & Wire.

Any building or part of a building that is constructed on a concrete slab is always more susceptible to termite attack because of possible concealed termite entry.

1.2 Areas Inspected: Only structures, fences &/or trees within 50m of the building but within the property boundaries were inspected. The areas inspected were: - Interior, Subfloor, Exterior, Grounds, Fences, Out Buildings, Other areas also inspected, if any, were: **carport to left of dwelling, timber deck to rear of dwelling.**

1.3 Areas NOT Inspected: No inspection was made, and no report is submitted, of inaccessible areas. These include, but may not be limited to, cavity walls, concealed frame timbers, eaves, flat roofs, fully enclosed patios subfloors, soil concealed by concrete floors, fireplace hearths, wall linings, landscaping, rubbish, floor coverings, furniture, pictures, appliances, stored items, insulation, hollow **blocks/posts, etc.**

1.4 Other Area(s)* to which REASONABLE ACCESS for Inspection was NOT AVAILABLE and the Reason(s) why include:

- Roof void because no access to flat framed roof.

Please note since a complete inspection of the above areas was not possible, timber pest activity and/or damage may exist in these areas.

1.5 Area(s) in which Visual Inspection was Obstructed or Restricted and the Reason(s) why include:

- **Exterior:** The exterior of the dwelling because of garden vegetation. Behind the down pipes because they were secured to the exterior cladding.
- **Subfloor:** Visual inspection was obstructed because of air / heat conditioning ducting and/or equipment. Visual inspection was obstructed because of under floor insulation.
- **Fences:** Visual inspection was obstructed because of garden vegetation.

Please note since a complete inspection of the above areas was not possible, timber pest activity and/or damage may exist in these areas.

1.6 High Risk Area(s) to which Access <u>should</u> be gained, or fully gained, since they may show evidence of Timber Pests or damage: Interior - Exterior - Fences - Garage - Subfloor.

1.7 Was the property furnished at the time of inspection? No.

Where a property is furnished at the time of the inspection then you must understand that the furnishings and stored goods may be concealing evidence of Timber Pest Activity. This evidence may only be revealed when the property is vacated. A further inspection of the vacant property is strongly recommended in this case.

2. SUBTERRANEAN TERMITES:

2.1 Were active termites (live insects) present at the time of the inspection: None found at the time of the inspection.

If the answer was "none found at the time of the inspection" then the following termite description is not applicable. Go to 2.2.

If the answer was "yes" then the termites are believed to be *(not applicable as none found) at the time of the inspection.* The termites have the potential to cause (not applicable as none found) damage to structural and decorative timbers and were located mainly in, but not necessarily limited to, the following areas: not applicable.

2.2 A termite nest was not located.

2.3 Visible evidence of subterranean termite workings and/or damage was found in but not necessarily limited to: not applicable.

NOTE: Where evidence of termite activity was found in the grounds then the risk to buildings is very high. A treatment to eradicate the termites and to protect the building(s) should be carried out. Where the evidence of termite workings was found in the grounds or the building(s) then the risk of a further attack is very high.

2.4 Was any evidence of timber damage visible? None found at the time of the inspection.

We claim no expertise in building. No termite damage was visible.

VERY IMPORTANT:

2.5 If live termites or any evidence of termite workings or damage was reported above within the building(s) or in the ground and fences then it must be assumed that there may be concealed termite activity and/or timber damage. This concealed activity or damage may only be found when alterations are carried out such as when wall linings, cladding or insulation are removed or if you arrange for an invasive inspection. We claim no expertise in structural engineering or building. We strongly recommend that you have a qualified person such as a Builder, Engineer, Architect or other qualified expert in the building trade determine the full extent of the damage, if any. This may require an invasive inspection. We take no responsible for the repair of any damage whether disclosed by this report or not. (See Terms & Limitations).

Where visual evidence of termite workings and/or damage is reported above, but no live termites were present at the time of inspection, you must realise that it is possible that termites are still active in the immediate vicinity and the termites may continue to cause further damage. It is not possible, without benefit of further investigation and a number of inspections over a period of time, to ascertain whether any infestation is active or inactive. Active termites may simply have not been present at the time of inspection due to a prior disturbance, climatic conditions, or they may have been utilising an alternative feeding source. Continued, regular, inspections are essential. Unless written evidence of a termite protection program in accord with "*Australian Standard 3660*" with ongoing inspections is provided, you must arrange for a treatment in accord with "*Australian Standard 3660*" to be carried out immediately to reduce the risk of further attack.

2.6 General remarks: A more thorough INVASIVE INSPECTION is available. Where any current visible evidence of Timber Pest activity is found it is strongly recommended that a more invasive inspection is performed. Trees on the property up to a height of 2m have been visually inspected, where possible and practicable, for evidence of termite activity. It is very difficult, and generally impossible to locate termite nests since they are underground and evidence in trees is usually well concealed. We therefore strongly recommend that you arrange to have trees test drilled for evidence of termite nests.

2.7 No signs of a termite treatment were found or evidence of a possible previous termite treatment.

WARNING: If evidence of drill holes in concrete or brickwork or other signs of a possible previous treatment is reported then the treatment was probably carried out because of an active termite attack. Extensive structural damage may exist in concealed areas. You should have an invasive inspection carried out and have a builder determine the full extent of any damage and the estimated cost of repairs as the damage may only be found when wall linings etc are removed.

Normally if a termite treatment has been carried out then a durable notice should be located in the meter box indicating the type of termite shield system, treated zone or combination has been installed.

2.8 No durable notice was found during the inspection.

This firm can give no assurances with regard to work that may have been previously performed by other firms. You should obtain copies of all paperwork and make your own inquiries as to the quality of the treatment, when it was carried out and warranty information. In most cases you should arrange for a treatment in accord with "*Australian Standard 3660*" be carried out to reduce the risk of further attack.

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3. BORERS OF SEASONED TIMBER

3.1 ***Lyctus brunneus*** **(powder post beetle)** is not considered a significant pest of timber. Damage is confined to the sapwood so treatment or timber replacement is not usually required. However, you should have a building expert investigate if any timber replacement is required.

3.2 ***Anobium punctatum*** **(furniture beetle) and** ***Calymmaderus incisus*** (Queensland pine beetle) must always be considered active, unless proof of treatment is provided, because, unless the timber is ground up, one cannot determine conclusively if activity has ceased. Total timber replacement of all susceptible timbers is recommended. A secondary choice is treatment. However, the evidence and damage will remain and the treatment may need to be carried out each year for up to three years.

3.3 Was visible evidence of borers found? *No evidence located.* No damage was found at the time of the inspection

We claim no expertise in building and if any evidence or damage has been reported then you must have a building expert determine the full extent of damage and the estimated cost of repairs or timber replacement (See Terms & Limitations).

3.4 Borer activity is usually determined by the presence of exit holes and/or frass. Since a delay exists between the time of initial infestation and the appearance of these signs, it is possible that some borer activity may exist that is not discernible at the time of inspection.

3.5 Borer recommendations: Replacement of all susceptible timbers is always preferred since, in the event of selling the property in the future it is probable that an inspector will report the borers as active (see above). A chemical treatment to control and/or protect against Furniture beetle and/or Queensland pine beetle can be considered as a less effective, lower cost option. Before considering this option you should consult with a builder (See Terms & Limitations) to determine if the timbers are structurally sound. Following the initial treatment a further inspection is essential in twelve months time to determine if further treatment is needed. Treatments over a number of consecutive years may be required.

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4. FUNGAL DECAY CAUSED BY WOOD DECAY FUNGI

4.1 Was evidence of wood decay fungi (wood rot) found? Yes. Found in but not neccesarily limited to timbers under deck to rear of dwelling.

4.2 Moderate to extensive damage was found.

We claim no expertise in building and if any evidence of fungal decay or damage is reported you should consult a building expert determine the full extent of damage and the estimated cost of repairs or timber replacement (See Terms & Limitations).

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5. CONDITIONS THAT ARE CONDUCIVE TO TIMBER PESTS

5.1 Water leaks: Water leaks, especially in or into the subfloor or against the external walls, increases the likelihood of termite attack. Leaking showers or leaks from other 'wet areas' also increase the likelihood of concealed termite attack. Hot water overflows should be plumbed away from the building.

At the time of the inspection no visible leaks were found: .

We claim no expertise in building and if any leaks were reported then you must have a plumber or other building expert determine the full extent of damage and the estimated cost of repairs.

5.2 Moisture: At the time of the inspection moisture readings were normal

High moisture readings can be caused by any one of the following: poor ventilation, ineffective drainage, leaking pipes, leaking roofs, defective flashing or by concealed termite activity. The areas of high moisture should be investigated by way of an invasive inspection.

If a high moisture was reported then you must have a building expert investigate the moisture and its cause and determine the full extent of damage and the estimated cost of repairs.

5.3 Drainage: Poor drainage, especially in the subfloor, greatly increases the likelihood of wood decay and termite attack. We claim no expertise in plumbing and drainage, however it appears that drainage is generally adequate.

Where drainage is considered inadequate a plumber, builder or other building expert must be consulted.

5.4 Hot water services and air conditioning units which release water alongside or near to building walls should be piped to a drain (if not possible then several meters away from the building) as the resulting wet area is highly conducive to termites.

Is there a need for this work to be carried out? No, no leaks found at time of inspection.

5.5 Ventilation: Ventilation, particularly to the sub-floor region is important in minimising the opportunity for Timber Pests to establish themselves within a property.

We claim no expertise in building, however, the ventilation appears to be generally adequate. Where ventilation is considered inadequate a builder or other expert should be consulted.

5.6 Slab Edge Exposure: Where external concrete slab edges are not exposed there is a high risk of concealed termite entry. In some buildings built since July 1995 the edge of the slab forms part of the termite shield system. In these buildings an inspection zone of at least 75mm should be maintained to permit detection of termite entry. The edge should not be concealed by render, tiles, cladding, flashings, adjoining structures, paving, soil, turf or landscaping etc. Where this is the case you should arrange to have the slab edge exposed for inspection. Concealed termite entry may already be taking place but could not be detected at the time of the inspection. This may have resulted in concealed timber damage.

Does the slab edge inspection zone fully comply? **Not applicable.**

Note: A very high proportion of termite attacks are over the slab edge. Covering the slab edge makes concealed entry easy. This is particularly true of infill type slab construction. Termite activity and or damage may be present in concealed timbers of the building. We strongly recommend frequent regular inspections in accordance with AS 3660.2.

5.7 Weep holes in external walls: It is very important that soil, lawn, concrete paths or pavers do not cover the weep holes. Sometimes they have been covered during the rendering of the brick work. They should be clean and free flowing. Covering the weep holes in part or in whole may allow undetected termite entry.

Were the weep holes clear allowing the free flow of air? **Not applicable.**

5.8 Termite Shields (Ant Caps) should be in good order and condition so termite workings are exposed and visible. This helps stop termites gaining undetected entry. Joins in the shielding should have been soldered during the installation. Whenever it is observed that the joins in the shielding have not been soldered then the shielding must be reported as inadequate. It may be possible for a builder to repair the shielding. If not, a chemical treated zone may need to be installed to deter termites from gaining concealed access to the building. Missing, damaged or poor shields increase the risk of termite infestation.

We claim no expertise in building. However, in our opinion the termite shields appear to be **adequate.**

If considered inadequate a builder or other building expert should be consulted.

Other physical shield systems are not visible to inspection and no comment is made on such systems.

5.9 Other areas and/or situations that appear conducive to (may attract) subterranean termite infestation:

- Non-durable timbers / Timbers in ground contact: **HIGH** *(fencing)*

5.10 Comments on other Conducive Conditions:

- The boundary fence is conducive to timber infestation as they are in direct contact with the soil.
- Vegetation covering the boundary fence allows for concealed termite entry.
- Vegetation around the property allows for concealed termite entry.

5.11 Other information:

- Large trees capable of harbouring termite nests are located of within 50 metres of the dwelling.
- We recommend that the vegetation from around the boundary fence is removed so that it does not allow for concealed termite to attack the boundary.
- We recommend that the vegetation from around that perimeter of the building be removed so that it does not allow for concealed termite entry.

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6. OVERALL ASSESMENT OF THE PROPERTY:

6.1 Where the evidence of live termites or termite damage or termite workings (mudding) was found in the building(s) then the risk of a further attack is extremely high. Where evidence of live termites or termite damage or termite workings was found in the grounds but not in the buildings then the risk to buildings must be reported as high to extremely high.

6.2 At the time of the inspection the DEGREE OF RISK OF SUBTERRANEAN TERMITE INFESTATION to the overall property was considered to be moderate to high.

6.3 SUBTERRANEAN TERMITE TREATMENT RECOMMENDATION: A management program in accord with AS 3660-2000 to protect against subterranean termites is considered to be not essential but 6 to 12 monthly inspections are recommended.

6.4 FUTURE INSPECTIONS: AS 3660.2-2000 recommends "regular competent inspections should be carried out at least on an annual basis but more frequent inspections are strongly recommended". It goes on to inform that "regular inspections will not prevent termite attack, but may help in the detection of termite activity. Early detection will allow remedial treatment to be commenced sooner and damage to be minimized".

Due to the degree of risk of subterranean termite infestation noted above and all other findings of this report, we strongly recommend that a full inspection and written report in accord with AS 4349.3 or AS 3660.2-2000 is conducted at this property every 6 months but not more than 12 months.

IMPORTANT MAINTENANCE ADVICE REGARDING INTEGRATED PEST MANAGEMENT FOR PROTECTING AGAINST TIMBER PESTS:

Any structure can be attacked by Timber Pests. Periodic maintenance should include measures to minimise possibilities of infestation in and around a property. Factors which may lead to infestation from Timber Pests include situations where the edge of the concrete slab is covered by soil or garden debris, filled areas, areas with less than 400mm clearance, foam insulation at foundations, earth/wood contact, damp areas, leaking pipes, etc; form-work timbers, scrap timber, tree stumps, mulch, tree branches touching the structure, wood rot, etc. Gardens, pathways or turf abutting or concealing the edge of a concrete slab will allow for concealed entry by timber pests. Any timber in contact with soil such as form-work, scrap timbers or stumps must be removed from under and around the buildings and any leaks repaired. You should endeavour to ensure such conditions DO NOT occur around your property.

We further advise that you engage a professional pest control firm to provide a termite management program in accord with AS 3660 to minimise the risk of termite attack. There is no way of preventing termite attack. Even AS 3660 advises that "*the provision of a complete termite barrier will impede and discourage termite entry into a building. It cannot prevent termite attack. Termites can still bridge or breach barriers but they can be detected more readily during routine inspections.*"

You should read and understand the following important information. It will help explain what is involved in a timber pest inspection, the difficulties faced by a timber pest inspector and why it is not possible to guarantee that a property is free of timber pests. It also details important information about what you can do to help protect your property from timber pests. This information forms an integral part of the report.

REASONABLE ACCESS

Only areas to which reasonable access is available were inspected. The Australian Standard 4349.3 defines reasonable access as "areas where safe, unobstructed access is provided and the minimum clearances specified in the Table below are available or, where these clearances are not available, areas within the consultant's unobstructed line of sight and within arm's length. Reasonable access does not include removing screws and bolts to access covers." Reasonable access does not include the use of destructive or invasive inspection methods. Nor does reasonable access include cutting or making access traps, or moving heavy furniture or stored goods.

Area	Access hole	Crawl space	Height
Roof interior	450 x 400mm	600 x 600mm	Accessible from 2.1m step ladder or 3.6m ladder placed against a wall.
Subfloor	500 x 400mm	Vertical clearance **Timber floor**: 400mm to bearer, joist or other obstruction. **Concrete floor**: 500mm	
Roof Exterior			Accessible from a 3.6m ladder.

A MORE INVASIVE PHYSICAL INSPECTION IS AVAILABLE AND RECOMMENDED

As detailed above, there are many limitations to this visual inspection only. With the permission of the owner of the premises we WILL perform a more invasive physical inspection that involves moving or lifting: insulation, stored items, furniture or foliage during the inspection. We WILL physically touch, tap, test and when necessary force/gouge suspected accessible timbers. We WILL gain access to areas, where physically possible and considered practical and necessary, by way of cutting traps and access holes.

This style of report is available by ordering with several days notice. Inspection time for this style of report will be greater than for a VISUAL INSPECTION. It involves disruption in the case of an occupied property, and some permanent marking is likely. You must arrange for the written permission of the owner who must acknowledge all the above information and confirm that our firm will not be held liable for any damage caused to the property. A price is available on request.

CONCRETE SLAB HOMES

Homes constructed on concrete slabs pose special problems with respect to termite attack. If the edge of the slab is concealed by concrete paths, patios, pavers, garden beds, lawns, foliage, etc then it is possible for termites to affect concealed entry into the property. They can then cause extensive damage to concealed framing timbers. Even the most experienced inspector may be unable to detect their presence due to concealment by wall linings. Only when the termites attack timbers in the roof void, which may in turn be concealed by insulation, can their presence be detected. Where termite damage is located in the roof it should be expected that concealed framing timbers will be extensively damaged. With a concrete slab home it is imperative that you expose the edge of the slab and ensure that foliage and garden beds do not cover the slab edge. Weep holes must be kept free of obstructions. It is strongly recommended that you have a termite inspection in accordance with AS 3660.2 carried out as recommended in this report.

SUBTERRANEAN TERMITES

No property is safe from termites! Termites are the cause of the greatest economic losses of timber in service in Australia. Independent data compiled by State Forestry shows 1 in every 5 homes is attacked by termites at some stage in its life. More recent data would indicate that this is now as high as 1 in every 3. Australia's subterranean termite species (white ants) are the most destructive timber pests in the world. In fact it can take "as little as 3 months for a termite colony to severely damage almost all the timber in a home".

How Termites Attack your Home. The most destructive species live in large underground nests containing several million timber destroying insects. The problem arises when a nest matures near your home. Your home provides natural shelter and a food source for the termites. The gallery system of a single colony may exploit food sources over as much as one hectare, with individual galleries extending up to 50 metres to enter your home, where there is a smorgasbord of timber to feast upon. Even concrete slabs do not act as a barrier; they can penetrate through cracks in the slab to gain access to your home. They even build mud tubes to gain access to above ground timbers. In rare cases termites may create their nest in the cavity wall of the property without making ground contact. In these cases it may be impossible to determine their presence until extensive timber damage occurs.

Termite Damage. Once in contact with the timber they excavate it often leaving only a thin veneer on the outside. If left undiscovered the economic species can cause many thousands of dollars damage and cost two to five thousand dollars (or more) to treat.

Subterranean Termite Ecology. These termites are social insects usually living in underground nests. Nests may be in trees or in rare instances they may be in above ground areas within the property. They tunnel underground to enter the building and then remain hidden within the timber making it very difficult to locate them. Where timbers are concealed, as in most modern homes, it makes it even more difficult to locate their presence. Especially if gardens have been built up around the home and termite barriers are either not in place or poorly maintained. Termites form nests in all sorts of locations and they are usually not visible. There may be more than one nest on a property. The diet of termites in the natural environment is the various hardwood and softwood species growing throughout Australia. These same timbers are used in buildings. Worker termites move out from their underground nest into surrounding areas where they obtain food and return to nurture the other casts of termites within the nest. Termites are extremely sensitive to temperature, humidity and light and hence cannot move over ground like most insects.

They travel in mud encrusted tunnels to the source of food. Detection of termites is usually by locating these mud tunnels rising from the ground into the affected structure. This takes an expert eye.

Termite barriers protect a building by forcing termites to show themselves. Termites can build mud tunnels around termite barriers to reach the timber above. The presence of termite tracks or leads does not necessarily mean that termites have entered the timber though. A clear view of walls and piers and easy access to the sub-floor means that detection should be fairly easy. However many styles of construction do not lend themselves to ready detection of termites. The design of some properties is such that they make the detection by a pest inspector difficult, if not impossible.

The tapping and probing of walls and internal timbers is an adjunct or additional means of detection of termites but is not as reliable as locating tracks. The use of a moisture meter is a useful aid for determining the presence of termites concealed behind thin wall panels, but it only detects high levels of activity. Older damage that has dried out will not be recorded. It may also provide false readings.

Termite tracks may be present in the ceiling space however some roofs of a low pitch and with the presence of sisalation, insulation, air conditioning ductwork and hot water services may prevent a full inspection of the timbers in these areas.

Therefore since foolproof and absolute certain detection is not possible the use of protective barriers and regular inspections is a necessary step in protecting timbers from termite attack.

BORERS OF SEASONED TIMBERS

Borers are the larvae of various species of beetles. The adult beetles lay their eggs within the timber. The eggs hatch out into larvae (grubs) which bore through the timber and can cause significant structural damage. The larvae may reside totally concealed within the timber for a period of several years before passing into a dormant pupal stage. Within the pupal case they metamorphose (change) into the adult beetle which cuts a hole in the outer surface of the timber to emerge, mate and lay further eggs to continue the cycle.

It is only through the presence of these emergence holes, and the frass formed when the beetles cut the exit holes that their presence can be detected.

Where floors are covered by carpets, tiling, or other floor coverings and where no access to the underfloor area is available it is not possible to determine whether borers are present or not. This is particularly the case with the upper floors of a dwelling.

Borers of 'green' unseasoned timber may also be present. However these species will naturally die out as the timbers dry out in service. Whilst some emergence holes may occur in a new property it would be unusual for such a borer to cause structural damage, though the exit holes may be unsightly.

Anobium borer (furniture beetle) and Queensland pine borer. These beetles are responsible for instances of flooring collapse, often triggered by a heavy object being placed on the floor (or a person stepping on the affected area!) Pine timbers are favoured by this beetle and, while the sapwood is preferred, the heartwood is also sometimes attacked. Attack by this beetle is usually observed in timbers that have been in service for 10-20 years or more and mostly involves flooring and timber wall panelling. The *frass* from the flight holes (faeces and chewed wood) is fine and gritty. Wood attacked by these borers is often honeycombed.

Lyctus borer (powder post beetle). These borers only attack the sapwood of certain susceptible species of hardwood timber. Since it is a requirement that structural timbers contain no more than 25% Lyctus susceptible sapwood these borers are not normally associated with structural damage. Replacement of affected timbers is not recommended and treatment is not approved. Where decorative timbers are affected the emergence holes may be considered unsightly in which case timber replacement is the only option. Powder post beetles mostly attack during the first 6-12 months of service life of timber. As only the sapwood is destroyed, larger dimensional timbers (such as rafters, bearers and joists) in a house are seldom weakened significantly to cause collapse. In small dimensional timbers (such as tiling and ceiling battens) the sapwood may be extensive, and its destruction may result in collapse. Replacement of these timbers is the only option available.

TIMBER DECAY FUNGI

The fruiting bodies of wood decay fungi vary in size, shape and colour. The type of fungi encountered by pest controllers usually reside in poorly ventilated subfloors, below wet areas of the home, exterior timbers and in areas that retain water in the soil. The durability and type of timbers are factors along with the temperature and environment. Destruction of affected timbers varies with the symptoms involved. Removal of the moisture source usually alleviates the problem. Fungal decay is attractive to termites and if the problem is not rectified it may well lead to future termite attack.

CONTACT THE INSPECTOR

Please feel free to contact the inspector who carried out this inspection. Often it is very difficult to fully explain situations, problems, access difficulties or timber Pest activity and/or damage in a manner that is readily understandable by the reader. Should you have any difficulty in understanding anything contained within this report then you should immediately contact the inspector and have the matter explained to you. If you have any questions at all or require any clarification then contact the inspector prior to acting on this report.

The Inspection and Report was carried out by: **Wayne McManus**

Insurance Termite Accreditation Number: **3307**

Dated this **12th** day of **November** 2014

SIGNED FOR AND ON BEHALF OF:

Signature: _____

Notice to the Purchaser (ACT only)

(a) Prior to or on Exchange and prior to the commencement of the 'Cooling-off Period' you were given an inspection Report on the Property you intend purchasing ("the Report"). The Purchaser is advised that this Report reflects the condition of the property existing at the time of the inspection(Inspection Date) and may not reflect the current state. Timber Pests, particularly Termites, may have gained entry to the property since the Inspection Date. Termites can, in a relatively short period, cause significant damage to both structural and non-structural timbers within and around the buildings of the Property. Termites (white ants) may be difficult to detect and much of the damage caused may not be readily visible. If damage exists then it may cost thousands of dollars to repair. It is, therefore, **very strongly recommended** that you urgently arrange for another inspection and report in accordance with Australian Standard AS4349.3 to be carried out prior to exchange or prior to the expiration of any 'Cooling Off Period' and prior to settlement.

(b) If the Report indicated the presence of Termites, termite damage or recommends any treatments or other inspections and reports you should obtain copies of the treatment proposal, any certificates of treatments carried out, details of all repairs including copies of quotations, invoices and any other reports. It is **strongly recommended** that you arrange for an inspection and report in accordance with AS 4349.3 to verify that the treatment has been successful and carried out in accordance with AS 3660.2 and a further building inspection in accordance with AS 4349.1.

(c) If you fail to procure a further inspection and report as recommended in (a) and (b) or fail to obtain copies of the treatment proposal, certificates of treatment carried out, details of all repairs including copies of quotations, invoices and any other reports as recommended in (b) above, then it will be deemed that you have decided not to have a further inspection and report carried out, or to obtain copies of certificates of treatments carried out, details of all repairs including copies of quotations, invoices and any other reports and have relied upon your own enquiries and the Report knowing the possible consequences and that the condition of the property, as stated in the Report, may have changed.

(d) The person carrying out the inspection and the company, partnership or sole trader that employs that person will have no liability to you for any damage or loss you may suffer as a result of your entering the contract to purchase the property or in connection with completing the purchase of the property as a result of your failure to heed the advice given in (a) and (b) and the warning contained in (c) above, and may use such failure in defence of any claim that you may later make against any of them.

NB It is a condition of your right to rely upon the Report that you transmit by fax, post or otherwise deliver the signed "Notice to the Purchaser (ACT only) to the company, partnership or sole trader at the address detailed on the front of the Report not less than four (4) days prior to the date of settlement. If you fail to complete, sign or deliver the Notice then it will be deemed that you did not rely upon the report in respect to your decision as to whether or not to purchase the property. This may seriously affect any rights to future compensation to which you may be entitled.

Please cross out the statement below that does not apply: -

At the date of exchange, not more than 3 months have elapsed since the Inspection Date and as at the anticipated date of settlement not more than 180 days will have elapsed since the Inspection Date;

1. I/We have read and understood the 'Limited Liability to a Purchaser within the Australian Capital Territory only' clause of the Report and this Notice to the Purchaser. I/We have not arranged for another inspection and report in respect of the property and it is my/our intention to **rely upon the findings contained in the report**; or

2. I/We have **arranged for another inspection of the property and report** to be carried out, which I/We will use in conjunction with this Report in deciding whether to proceed with the purchase of the property; or

3. I/We have read and understood the 'Limited Liability to a Purchaser within the Australian Capital Territory only' clause of the Report and this Notice to the Purchaser. I/We have not arranged for another inspection and report in respect of the property and have **relied on my/our own enquiries in respect of the condition of the property** as at the date of settlement including any changes in the condition of the property that have taken place since the Inspection Date stated in the Report.

Name of Inspector: **Wayne McManus**

Firm: **Inspection Date:** 12/11/2014

Street Address of the Property: 25 Winnecke Street

Suburb: Ainslie **Post Code:** 2602 **Exchange Date:**

Contact Details

Full Name of the Purchaser:

Contact Address:

Suburb: **Post Code:**

Phone: ( ) **Mobile:** **Fax: ( )** **Email:** @

Signed: _____ **on this the** **day of** **200** .

FirstRate Report

ACT HOUSE ENERGY RATING SCHEME
-22 points 3 stars
18 NOV 2014
KEN ROCHE 01-0077
EER Accredited Assessor

HOUSE
ENERGY RATING

YOUR HOUSE ENERGY RATING IS: ★★★ **3 STARS**
in Climate: 24

SCORE: -22 POINTS

Name:	S. HARLTLEY & C. GOODMAN	**Ref No:**	18292-27
House Title:	BL 15 SEC 64 - AINSLIE	**Date:**	18-11-2014
Address:	25 WINNECKE STREET		
	AINSLIE ACT		2602
Reference:	C:\ACTPRO\2014 EER'S\AN 064 015 0 00 00 000		
Total Floor Area:	Lower:139.80sq.m Upper:48.88sq.m		

This rating only applies to the floor plan, construction details, orientation and climate as submitted and included in the attached Rating Summary. Changes to any of these could affect the rating.

Appliance Ratings

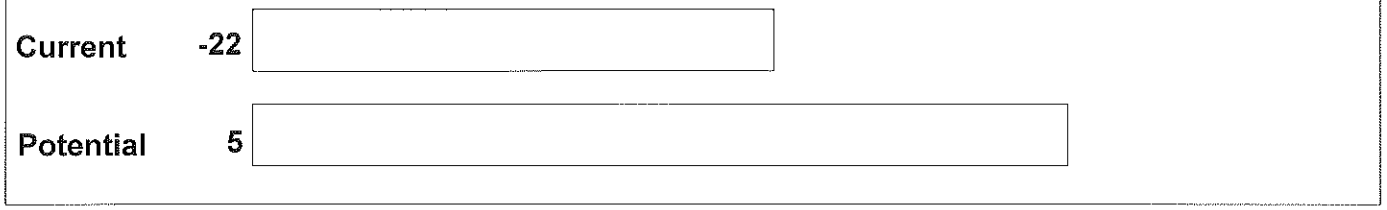
Heating:	Unknown Heater / Unknown Rating
Cooling:	Unknown Cooling / Unknown Rating
HotWater:	Unknown Hot Water System / Unknown Rating

NOTE: The appliance ratings above are based on information provided by the applicant and are included for information purposes only. They do not affect the House Energy Rating of the dwelling.

IMPROVING YOUR RATING

The table below shows the current rating of your house and its potential for improvement.

	POOR		AVERAGE		GOOD		V. GOOD
Star Rating	0 Star	★	★★	★★★	★★★★	★★★★★	★★★★★★
Point Score	-71	-70 -46	-45 -26	-25 -11	-10 4	5 16	17



Incorporating these design options will add the additional points required to achieve the potential rating shown in the table Each point represents about a 1% change in energy efficiency. This list is only a guide to the range of options that could be used.

Design options		Additional points
Change curtain to	Heavy Drapes & Pelmets	24
Add northerly blinds	100 %	2
Seal Internal Doors		1

ORIENTATION

Orientation is one of the key factors which influences energy efficiency. This dwelling will achieve different scores and star ratings for different orientations.

Current Rating	-21	★★★

Largest windows in the dwelling;

Direction : North

Area : 42 m²

The table below shows the total score for the dwelling when these windows face the direction indicated.

Note that obstructions overshadowing windows have been removed from all windows in these ratings to allow better comparisons to be made between orientations.

ORIENTATION	POINT SCORE	STAR RATING
1. North	-22	★★★
2. North East	-27	★★☆
3. East	-30	★★☆
4. South East	-34	★★☆
5. South	-34	★★☆
6. South West	-38	★★
7. West	-40	★★
8. North West	-36	★★

FirstRate Mode
Climate: 24

RATING SUMMARY for: BL 15 SEC 64 - AINSLIE, 25 WINNECKE STREET, AINSLIE ACT

Assessor's Name: K.P. ROCHE
Net Conditioned Floor Area: 149.1 m²

Feature						Points		
						Winter	Summer	Total
CEILING						8	1	9
Surface Area:	4	Insulation:	6					
WALL						4	0	4
Surface Area:	-2	Insulation:	6	Mass:	0			
FLOOR						9	-3	6
Surface Area:	2	Insulation:	4	Mass:	0			
AIR LEAKAGE (Percentage of score shown for each element)						8	0	8
Fire Place	0 %	Vented Skylights	0 %					
Fixed Vents	0 %	Windows	50 %					
Exhaust Fans	0 %	Doors	30 %					
Down Lights	0 %	Gaps (around frames)	20 %					
DESIGN FEATURES						0	1	1
Cross Ventilation	1							
ROOF GLAZING						0	0	0
Winter Gain	0	Winter Loss	0					
WINDOWS						-22	-33	-54

Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
N	42	28%	-35	34	-23	0
E	22	15%	-18	12	-4	0
SE	0	0%	0	0	0	0
S	14	10%	-14	4	-3	0
SW	5	3%	-5	0	0	0
W	1	0%	-1	0	0	0
NW	5	4%	-5	5	-2	0
Total	90	60%	-78	56	-33	-54

* Air movement over glazing can significantly increase winter heat losses. SEAV recommends heating/cooling duct outlets be positioned to avoid air movement across glass or use deflectors to direct air away from glass.

The contribution of heavyweight materials to the window score is -3 points			Winter	Summer	Total
RATING	★★★	**SCORE**	8	-34	-21*

*** includes 6 points from Area Adjustment**

Detailed House Data

House Details

ClientName	S. HARLTLEY & C. GOODMAN
HouseTitle	BL 15 SEC 64 - AINSLIE
StreetAddress	25 WINNECKE STREET
Suburb	AINSLIE ACT
Postcode	2602
AssessorName	K.P. ROCHE
FileCreated	18-11-2014

Climate Details

State	
Town	Canberra
Postcode	2600
Zone	24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Timber	Enclosed	No	No	No	Float Timb	R2.0	102.6m²
2	Timber	Enclosed	No	No	No	Tiles	R2.0	25.7m²
3	Timber	NA	Yes	No	No	Float Timb	R0.0	37.7m²
4	Timber	NA	Yes	No	No	Tiles	R0.0	4.2m²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Veneer	No	R2.0	28.8m	2.4m
2	Framed: FC Sheet Clad	Yes	R0.0	8.0m	2.4m
3	Brick Veneer	No	R2.0	55.5m	2.4m
4	Framed: FC Sheet Clad	Yes	R0.0	6.0m	2.4m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Attic - Standard	No	Yes	R3.7	128.3m²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	S	0.5m	0.5m	No	SGT	ALIMPR	NC	No	0.1m	0.1m	0.0m
2	S	0.5m	0.5m	No	SGT	ALIMPR	NC	No	0.1m	0.1m	0.0m
3	S	0.5m	0.5m	No	SGT	ALIMPR	NC	No	0.1m	0.1m	0.0m
4	S	0.3m	0.3m	No	SGT	ALIMPR	NC	No	0.8m	0.8m	0.7m
5	S	0.3m	0.3m	No	SGT	ALIMPR	NC	No	0.8m	0.8m	0.7m
6	S	0.3m	0.3m	No	SGT	ALIMPR	NC	No	0.8m	0.8m	0.7m
7	S	0.4m	0.4m	No	SGT	ALIMPR	NC	No	0.6m	0.6m	0.5m
8	S	0.8m	0.8m	No	SGT	ALIMPR	HB	No	0.0m	0.0m	0.0m
9	S	0.8m	0.8m	No	SGT	ALIMPR	HB	No	0.1m	0.1m	0.0m
10	S	1.2m	1.8m	No	DGT	ALIMPR	HB	No	1.2m	1.2m	0.8m
11	NW	1.5m	3.6m	No	DGT	ALIMPR	NC	No	1.2m	1.2m	0.7m
12	E	2.1m	1.8m	No	DGT	ALIMPR	HD	No	0.1m	0.1m	0.0m
13	N	1.5m	0.9m	No	DGT	ALIMPR	HD	No	0.8m	0.8m	1.5m
14	N	1.5m	0.9m	No	DGT	ALIMPR	HD	No	0.8m	0.8m	1.5m
15	N	2.1m	4.0m	No	DGT	ALIMPR	HD	No	0.8m	0.8m	1.5m
16	N	0.3m	0.3m	No	DGT	ALIMPR	NC	No	0.8m	0.8m	0.7m
17	N	0.3m	0.3m	No	DGT	ALIMPR	NC	No	0.8m	0.8m	0.7m
18	N	0.3m	0.3m	No	DGT	ALIMPR	NC	No	0.8m	0.8m	0.7m
19	N	1.5m	0.9m	No	DGT	ALIMPR	HD	No	1.2m	1.2m	0.8m
20	N	1.5m	0.9m	No	DGT	ALIMPR	HD	No	1.2m	1.2m	0.8m
21	N	2.1m	1.8m	No	DGT	ALIMPR	HD	No	1.2m	1.2m	0.8m
22	N	1.5m	1.8m	No	DGT	ALIMPR	NC	No	1.2m	1.2m	0.8m

23	N	1.5m	0.5m	No	DGT	ALIMPR	HD	No	0.9m	0.9m	0.5m
24	N	1.5m	0.5m	No	DGT	ALIMPR	HD	No	0.9m	0.9m	0.5m
25	N	1.5m	2.1m	No	DGT	ALIMPR	HD	No	0.2m	0.2m	0.5m
26	N	1.5m	2.1m	No	DGT	ALIMPR	HD	No	0.2m	0.2m	0.5m
27	N	1.5m	2.1m	No	DGT	ALIMPR	HD	No	0.2m	0.2m	0.5m
28	S	2.1m	3.0m	No	DGT	ALIMPR	HD	No	3.1m	3.1m	0.4m
29	E	1.4m	13.0m	No	DGT	ALIMPR	HD	No	1.2m	1.2m	0.1m
30	SW	0.4m	13.0m	No	DGT	ALIMPR	NC	No	1.0m	1.0m	0.1m
31	SE	0.8m	0.5m	No	DGT	ALIMPR	NC	No	0.6m	0.6m	0.6m
32	N	0.8m	3.6m	No	DGT	ALIMPR	NC	No	0.8m	0.8m	0.1m
33	N	2.1m	3.6m	No	DGT	ALIMPR	NC	No	1.2m	1.2m	1.0m
34	W	0.4m	0.4m	No	SGT	ALIMPR	NC	No	1.2m	1.2m	1.0m
35	W	0.4m	0.4m	No	SGT	ALIMPR	NC	No	1.2m	1.2m	1.0m
36	W	0.4m	0.4m	No	SGT	ALIMPR	NC	No	1.2m	1.2m	1.0m
37	W	0.4m	0.4m	No	SGT	ALIMPR	NC	No	1.2m	1.2m	1.0m
38	S	0.8m	3.6m	No	DGT	ALIMPR	NC	No	0.8m	0.8m	0.2m
39	S	0.8m	0.8m	No	SGT	ALIMPR	NC	No	0.8m	0.8m	0.8m

Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off

No shaded windows

Zoning Details

Is there Cross Flow Ventilation ?	Good

Air Leakage Details

Location	Suburban
Is there More than One Storey ?	Yes
Is the Stairwell Separated by Doors ?	No
Is the Entry open to the Living Area ?	No
Area of Heavyweight Mass	35m²
Area of Lightweight Mass	0m²

	Sealed	UnSealed
Chimneys	0	0
Vents	0	0
Fans	0	0
Downlights	0	0
Skylights	0	0
Utility Doors	0	2
External Doors	4	0

Unflued Gas Heaters	0
Percentage of Windows Sealed	100%
Windows - Average Gap	Small
External Doors - Average Gap	Small
Gaps & Cracks Sealed	Yes

ACT PRO

K P R Reports Pty Ltd trading as
ACT Professional Building Services
Unit 1/29 Webber Crescent, Calwell ACT 2905
Phone: (02) 6291 9950 • Mobile: 0403 185 631
Fax: (02) 6291 1029 • Email: actpro@bigpond.com
PO Box 401, Calwell ACT 2905 • Web: www.actpro.com.au

Reference: 18292-27/AG

COMPLIANCE REPORT

Block 15, Section 64 of – **AINSLIE**
Known as 25 Winnecke Street – **AINSLIE**

Approval numbers and dates:

Plans for Demolition of Residence -	**Plan No.**	**976815/A**
Plans for New Residence -	**Plan No.**	**976815/A**
Plan of Drainage -	**Plan No.**	**5230**
Surveyor's Certificate –		
Dated: 04/05/1998		
Certificate of Completion of Demolition	**Cert No.**	**976815P2C1**
For Residence -	**Plan No.**	**976815/A**
Dated: 21/04/1998		
Certificate of Occupancy and Use	**Cert No.**	**976815P1C1**
For New Residence -	**Plan No.**	**976815/A**
Dated: 24/09/1998		

There is unapproved work on this property and/or building file.
No records on the building file of current notices issued over this property.
No records on the building file showing applications still being processed.

ALL THE STRUCTURES MENTIONED HEREWITH ARE NOT APPROVED AND IN COMPLIANCE WITH ACT REGULATIONS, FOR CONSTRUCTION TO THIS PROPERTY.

***NB** ***Unapproved Structure:**

- **Lower level floor configuration does not match plans (bedroom 2 has been divided to form bedrooms 2 & 3) This work requires approval.**

K. P. Roche
ACTPRO Building Services
12th November, 2014

CONVEYANCING BUILDING FILE INDEX

SUBURB: Ainslie SECTION: 64 BLOCK: 15 UNIT: - EX GOV: No PAGE: 1/1

COU ISSUED Y/N	PLAN NUMBER	FOLIO NO.	DESCRIPTION OF WORK	AMEND	DETAILS	INDEM INSUR	SURVEY	PERMIT NUMBER	COST OF WORKS	COU PLAN NO. & DATE	FOOTINGS DATE
Y	976815/A	-	Demolition & New Residence						$150,000		
		-						976815/A			
		-	Final (Demolition)								14.04.1998
		-									14.04.1990
		-	Survey				Y				
		-	(Demolition)							976815/A 21.04.1998	
		-	(Residence)							976815/A 21.04.1998	

Drainage Plan Number: 5230

Soil Classification Number: Y

Comments:

ACT Government
Environment and Planning

ESDD TO COMPLETE

CONVEYANCING PART 2

No information is provided in respect of electrical, drainage or sewer matters and or to the location of overhead power lines or underground cables in relation to the building.

		Yes	No
1.	**(a)** Is this a government or ex government house?	☐	☒
	(b) If yes, is there a building file with approvals on it?	☐	☐
2.	Is there any record of incomplete building work on the building file? **If yes** - file copies attached	☐	☒
3.	Are there any records on the building file of current (within 5 years) housing Indemnity insurance policies for building work? **If yes** - file copies attached	☐	☒
4.	Are there any records on the building file showing building applications still being processed? (Current within 3 years) **If yes** - file copies attached	☐	☒
5.	Are there any records on the building file in relation to loose-fill asbestos insulation?	☐	☒

If available, copies of the following documents are provided:

• Certificate/s of Occupancy and Use	☒	☐
• Survey Certificates	☒	☐
• Approved Building Plans	☒	☐
• Ex- government Building Plans	☐	☒
• Certificate of Completion of Asbestos Removal work**	☐	☒

** **If YES** – this indicates that the property was part of the Loose Asbestos Insulation Program. For more information go to the Asbestos Awareness Website – **www.asbestos.act.gov.au**

If requested:

• Drainage Plan(s)	☒	☐

ASBESTOS

**The ACT Government is not able to guarantee the accuracy of the information in this report.
You should make your own enquiries and obtain reports (from a licensed Asbestos Assessor) in relation to the presence of loose fill asbestos insulation (and other forms of asbestos) on the premises. For more information go to the Asbestos Awareness Website – **www.asbestos.act.gov.au**

Please Note: Building approvals that have been generated via eDevelopment will be issued with a project number prefixed by the letter B. Initial building approval documentation will be identified with project number B20XXXXX only but will be referenced as B20XXXX/A on the Certificate of Occupancy and Use. Any amendments to the original approval will be issued with the project number and an alphanumeric digit. The first amendment will be identified as B20XXXX/B, the second amendment B20XXXX/C etc.

Search officer comments (if any?)			
Search officer initials: Jenna	Cost of application: $ 108.20	Date completed:	02.10.2014

JOHN RAE & ASSOCIATES
ACN 081 479 736
CONSULTING SURVEYORS
LAND, ENGINEERING & MINING

Peter J Selfe B.App Sci. (S&C), Grad Dip (S.P.C.), M.I.S. Aust.
REGISTERED SURVEYOR
Raymond C Starr
MANAGING DIRECTOR

INSTITUTION OF SURVEYORS AUSTRALIA

2/14-16 Huddart Court
MITCHELL ACT 2911

Postal Address
PO Box 574
MITCHELL ACT 2911

Phone: (02) 6262 2622
Fax: (02) 6262 2633
Mobile: 0412 337 612

O 91183
H Bin3

DEPARTMENT OF URBAN SERVICES
- 6 MAY 1998
NORTH
ACT BUILDING CONTROL

The Manager,
M.A.G. Constructions.
47 Onkaparinga Crescent
KALEEN, ACT 2617

PS.LW - 18554

4th May, 1998

Dear Sir,

As instructed, we have surveyed land at Ainslie, in the Division of Ainslie, District of Canberra Central having curved frontage of 24.49 metres arc to Winnecke Street being **Block 15 Section 64 Deposited Plan Numbered 1060** as shown by red edging in the sketch plan below.

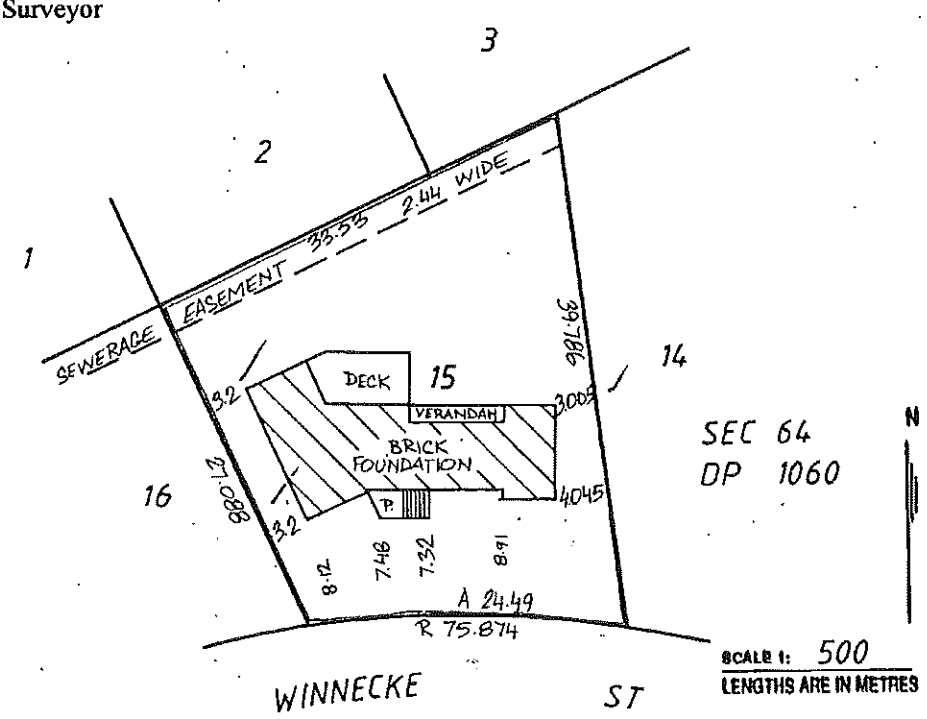
Upon this land stands the Brick foundation of a building in course of erection to be on completion a Cottage Residence.

The sketch shows the position of the foundation relative to the boundaries.

Other than as stated or referred to above, there are no apparent encroachments upon this land or by this property on adjoining land or street.

Yours faithfully,
JOHN RAE & ASSOCIATES .

P. Selfe
Peter Selfe
Registered Surveyor



Department of Urban Services
Planning and Land Management

ACT Building, Electrical and Plumbing Control

GPO Box 1908, Canberra ACT 2601

Certificate of Completion of Demolition

Certificate No. **976815P2C1**

This Certificate is issued in accordance with Section 53 (10) of the Building Act.

The demolition of building work listed on this certificate has been completed in accordance with the prescribed requirements.

Builder	Site for Project
ANTHONY IRWIN	*Address* 25 WINNECKE STREET
Permit Number **976815P2**	*Suburb* AINSLIE *Section* 64 *Block* 15
	Approved Plan 976815/A

Building Work

Nature of Work	Project Item Description	Unit	Other Description	Class of Occupancy	Type of Construction
DEMOLITION	RESIDENCE				NA

Comments

Important note:

The issue, under this Part, of a certificate in respect of a building or portion of a building does not affect the liability of a person to comply with the provisions of a law of the Territory (including this Act) relating to the building or portion of the building.

per .....

NEIL BRODIE
Deputy Building Controller

21/4/98
Date

Department of Urban Services
Planning and Land Management

ACT Building, Electrical and Plumbing Control

GPO Box 1908, Canberra ACT 2601

Certificate of Occupancy and Use

Certificate No. **976815P1C1**

This Certificate is issued in accordance with Section 53 (3) of the Building Act 1972.

The building work listed on this certificate has been completed substantially in accordance with the prescribed requirements and is considered fit for occupation and use.

Builder	Site for Project
MAG CONSTRUCTIONS PTY LTD	*Address* 25 WINNECKE STREET
Permit Number **976815P1**	*Suburb* AINSLIE *Section* 64 *Block* 15
	Approved Plan 976815/A

Building Work

Nature of Work	Project Item Description	Unit	Other Description	Class of Occupancy	Type of Construction
NEW STANDARD	RESIDENCE			1a (i)	NA

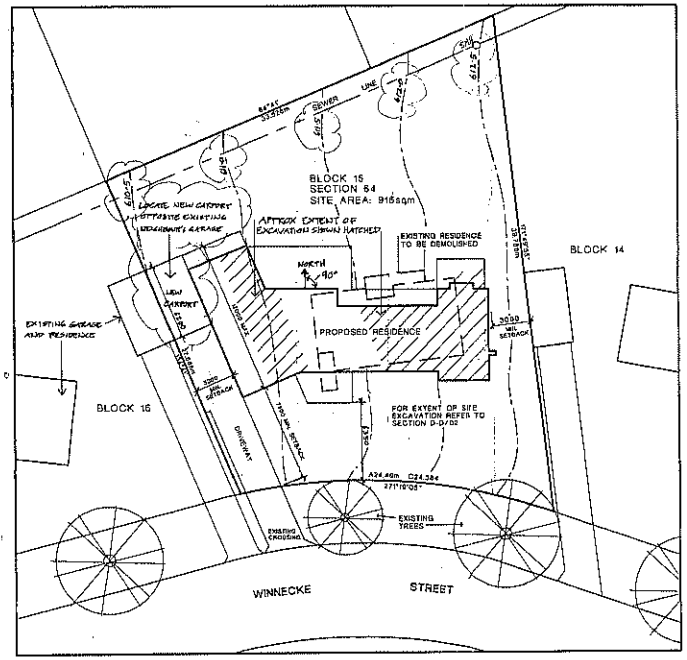
Comments

Important note:

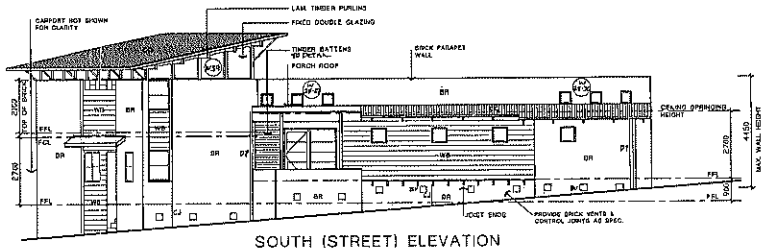
1. Residential building statutory warranties and residential insurance apply in relation to building work.
2. The issue, under this Part, of a certificate in respect of a building or portion of a building does not affect the liability of a person to comply with the provisions of a law of the Territory (including this Act) relating to the building or portion of the building.

STEPHEN ELWORTHY
Deputy Building Controller

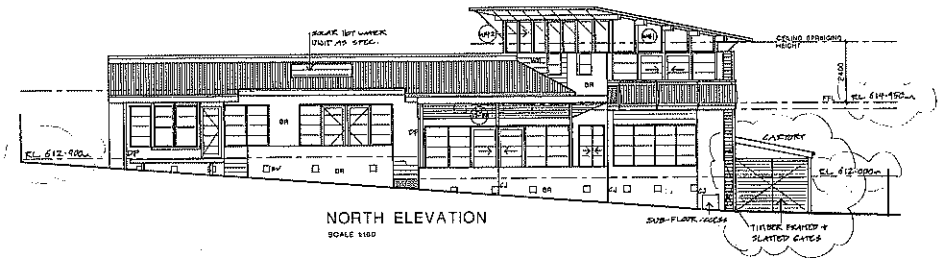
24/9/98
Date



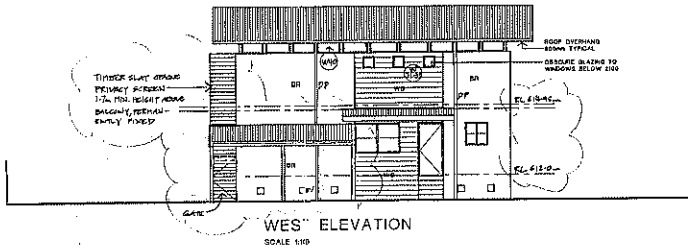
SITE PLAN
SCALE 1:200



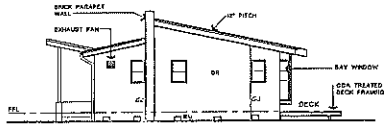
SOUTH (STREET) ELEVATION
SCALE 1:100



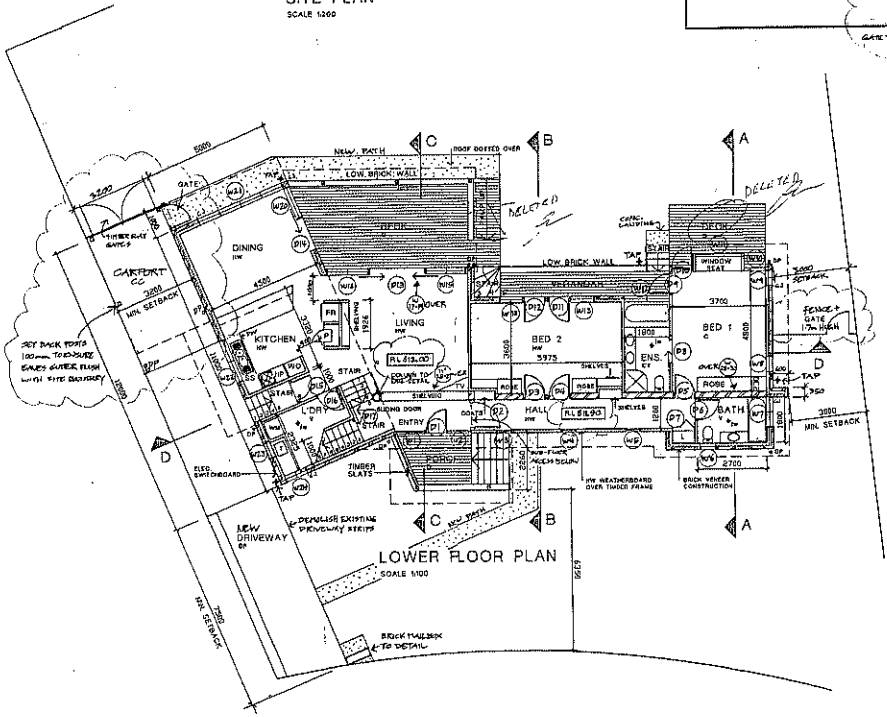
NORTH ELEVATION
SCALE 1:100



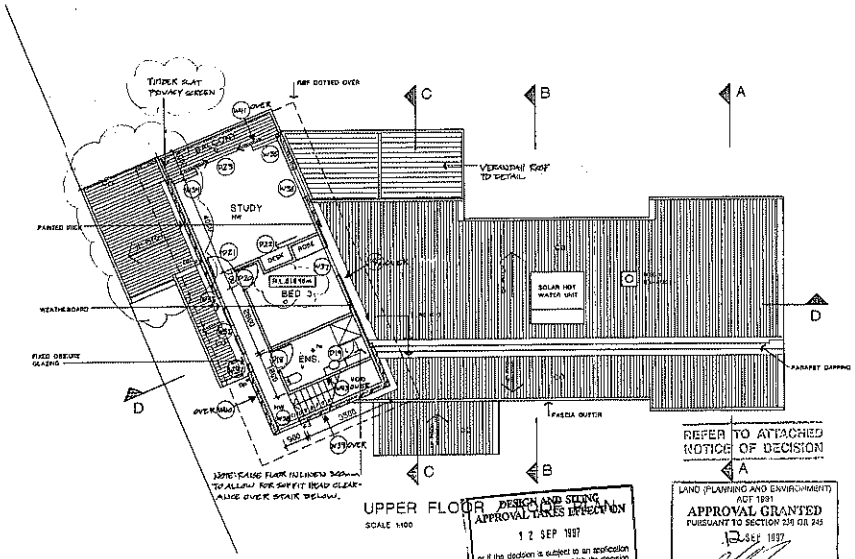
WEST ELEVATION
SCALE 1:100



EAST ELEVATION
SCALE 1:100



LOWER FLOOR PLAN
SCALE 1:100



UPPER FLOOR PLAN
SCALE 1:100

REFER TO ATTACHED NOTICE OF DECISION

DESIGN AND SITING APPROVAL TAKES EFFECT ON 12 SEP 1997 or if the decision is subject to an application for review on the date on which the decision of the ACT Administrative Appeals Tribunal to affirm or vary this approval comes into operation.

LAND (PLANNING AND ENVIRONMENT) ACT 1991
APPROVAL GRANTED
PURSUANT TO SECTION 245 OR 245
12 SEP 1997
for Vicki Dunglo as the Minister

SUBJECT TO CONDITIONS AS INDICATED

REVISION
1 JULY 1997 B.A. ISSUE
2 SEPT 1997 REVISED B.A. ISSUE
CONTOURS+EXISTING LEVELS UPDATED
CARPORT SIZE+LOCATION ALTERED
GARAGE ROOF SET BACK OFF BOUNDARY
PRIVACY SCREEN ADDED TO UPPER BALCONY
YEARDS+SIDE CUT & FILL HEIGHTS NOMINATED

LEGEND

BR	PAINTED BRICKWORK (FLUSH JOINTED)
WB	WEATHERBOARD (SHADOWDOD)
CD	COLORBOND CUSTOM ORB
F	FIXED GLAZING
D	DECKING (HARDWOOD) JOINT EDGE
CO	CONCRETE
BP	BACK PAVING
HW	T & G HARDWOOD FLOORBOARDS
C	CARPET
V	SHEET VINYL
CT	CERAMIC TILE
B	BATH
VB	VANITY BASIN
WC	TOILET
SH	SHOWER
P	PANTRY
FR	REFRIGERATOR
WO	WALL OVEN
HP	HOT PLATES (COOKTOP)
SS	STAINLESS STEEL SINK
WM	WASHING MACHINE
T	LAUNDRY TUB
L	LINEN
FW	FLOOR WASTE
DP	DOWNPIPE
FB	PLASTERBOARD
BW	BRICK WEAVE
CJ	CONTROL JOINT

NOTES

1. ALL CONSTRUCTION TO BE IN ACCORDANCE WITH THE BUILDING CODE OF AUSTRALIA
2. DESIGN & SITING IN ACCORDANCE WITH THE A.C.T. GOVERNMENT APPENDIX 01.1 - DESIGN AND SITING CODE
3. FOOTINGS: CONCRETE AND STEEL TO STRUCT. ENGINEER'S DESIGN
4. MECHANICAL TERMITE PROTECTION TO AUSTRALIAN STANDARD REQUIREMENTS
5. PROVIDE INSULATION IN ACCORDANCE WITH THE A.C.T. APPENDIX OF THE B.C.A. TO ALL ROOFS, EXTERNAL WALLS AND FLOORS
6. PROVIDE RAVEN WEATHERSEALS TO HEAD, JAMBS AND THRESHOLD OF ALL EXTERNAL, HALL AND STAIR DOORS
7. PROVIDE WEATHERSTRIP SEALS TO ALL OPERABLE EXTERNAL WINDOWS
8. PROVIDE DOUBLE GLAZING TO ALL EXTERNAL WINDOWS
9. PROVIDE DIRECT SCREENS TO ALL EXTERNAL DOORS AND WINDOWS
10. DUCTED CENTRAL HEATING TO ALL HABITABLE ROOMS TO MANUFACTURERS SPECIFICATIONS
11. PROVIDE MECH VENTS TO 3 No. BATHROOMS
12. BUILDER TO ENSURE ADEQUATE EROSION CONTROL IS PROVIDED DURING CONSTRUCTION

THERMAL INSULATION - MINIMUM "R" VALUES:
ROOF: R3.7
WALLS: R2.0
FLOOR: R1.0

13. BRICK CONSTRUCTION (INCLUDING CONTROL JOINTS, VENTS, WEEPHOLES ETC) IN ACCORDANCE WITH AS 3700.

JOSEPH HARTLEY
ARCHITECTURAL DESIGN
170 STRONG AVENUE GRACEVILLE Q 4075
TEL/FAX (07) 3278 1499

NORTH

CLIENT
C. & S. GOODNOW

PROJECT
PROPOSED RESIDENCE
25 WINNECKE ST.
AINSLIE A.C.T.

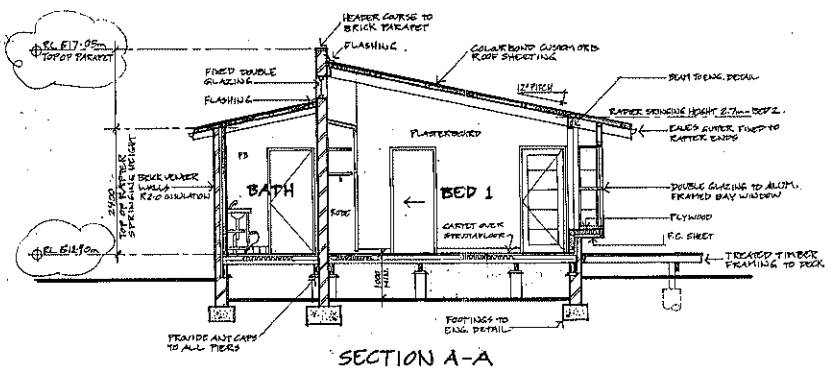
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SITE PLAN
FLOOR PLANS
ELEVATIONS

SCALE as shown DESIGN & SITING OFFICE
DATE MAY 1997 9 - SEP 1997
DRAWN CAD FILE

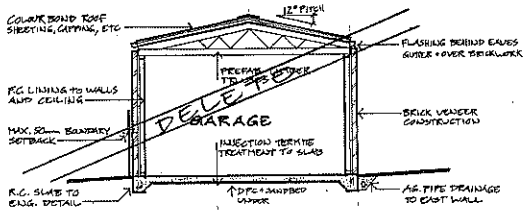
DRAWING NUMBER 9612/01 REV. 2

Use figured dimensions in preference to scale. All dimensions to be verified on site prior to construction. Refer any discrepancies to the designer. © Copyright Joseph Hartley.

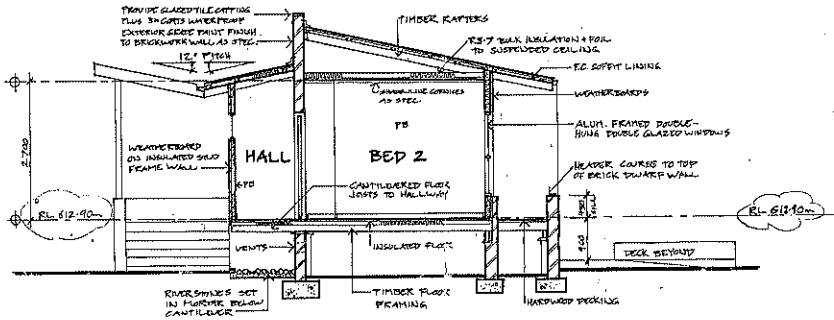
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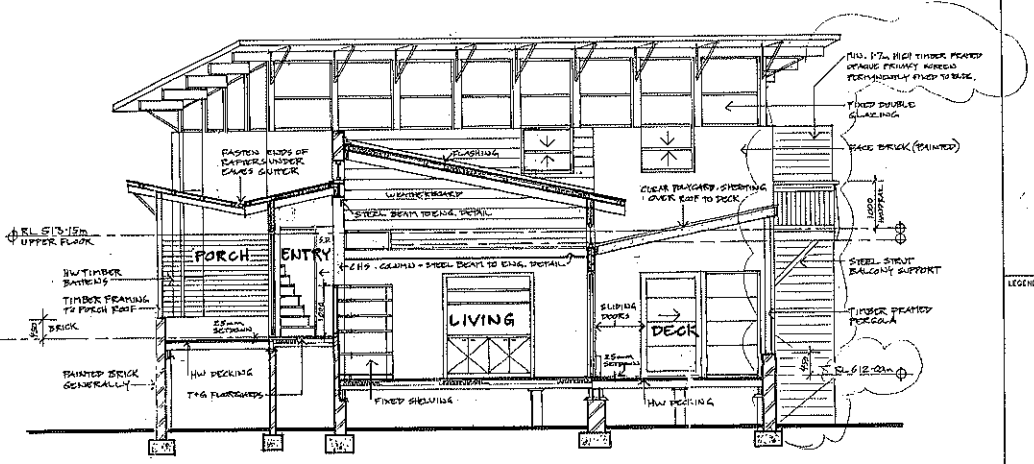
SECTION A-A



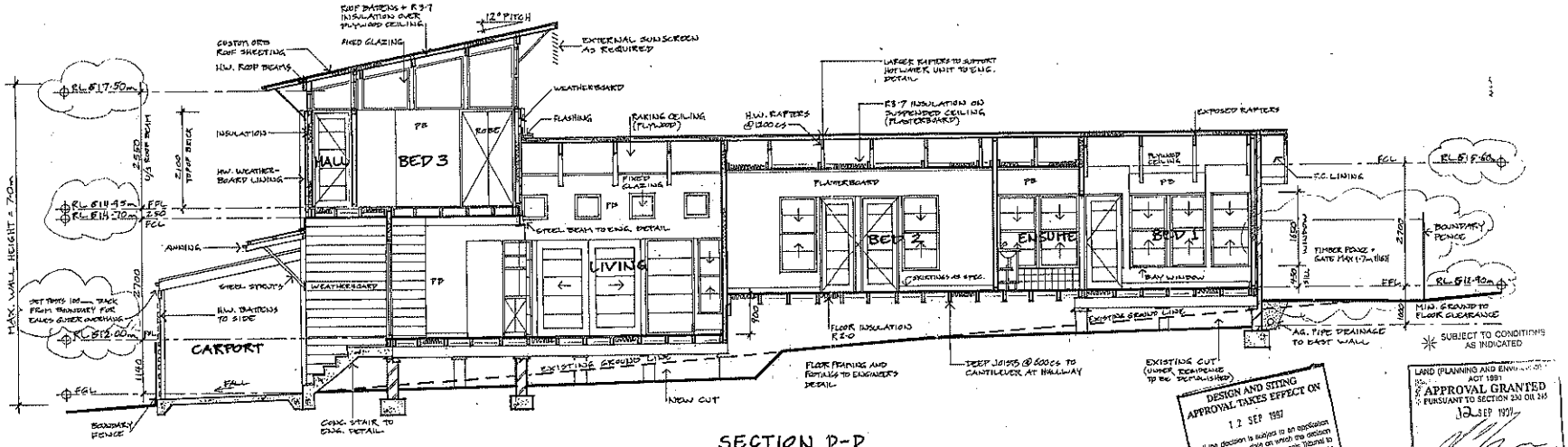
SECTION E-E



SECTION B-B



SECTION C-C



SECTION D-D

DESIGN AND SITING APPROVAL TAKES EFFECT ON
12 SEP 1997
or if the decision is subject to an application for review on the date on which the decision of the ACT Administrative Appeals Tribunal to affirm or vary this approval comes into operation.

LAND (PLANNING AND ENVIRONMENT) ACT 1991
No. APPROVAL GRANTED
PURSUANT TO SECTION 230 OR 245
12 SEP 1997
Delegate of the Minister

REFER TO ATTACHED NOTICE OF DECISION

REVISION
1 JULY '97 D.A. ISSUE
2 SEPT '97 REVISED D.A. ISSUE
BUILDING LEVELS UPDATED
GARAGE SETBACK DIMENSIONED
PRIVACY SCREEN TO BALCONY SHOWN
SITE FENCE TO EAST ADDED

LEGEND

JOSEPH HARTLEY
ARCHITECTURAL DESIGN
170 STRONG AVENUE GRACEVILLE Q 4075
TEL/FAX (07) 3278 1499

NORTH

CLIENT
C. & S. GOODNOW

PROJECT
PROPOSED RESIDENCE
25 WINNECKE ST.
AINSLIE A.C.T.

DRAWING TITLE
SECTIONS
DESIGN & SITING OFFICE

SCALE 1:50 9 - SEP 1997
DATE MAY '97
DRAWN JH CAD FILE
DRAWING NUMBER 9612/02 REV. 2

Use figured dimensions in preference to scale. All dimensions to be verified on site prior to construction. Refer any discrepancies to the designer. © Copyright Joseph Hartley.

A:\JRA.DCX Tue Apr 22 01:45:24 1997

AMENDED PLAN
WORK AS EXECUTED

Drainage Plan No. 5230

PLAN OF SANITARY DRAINAGE

For

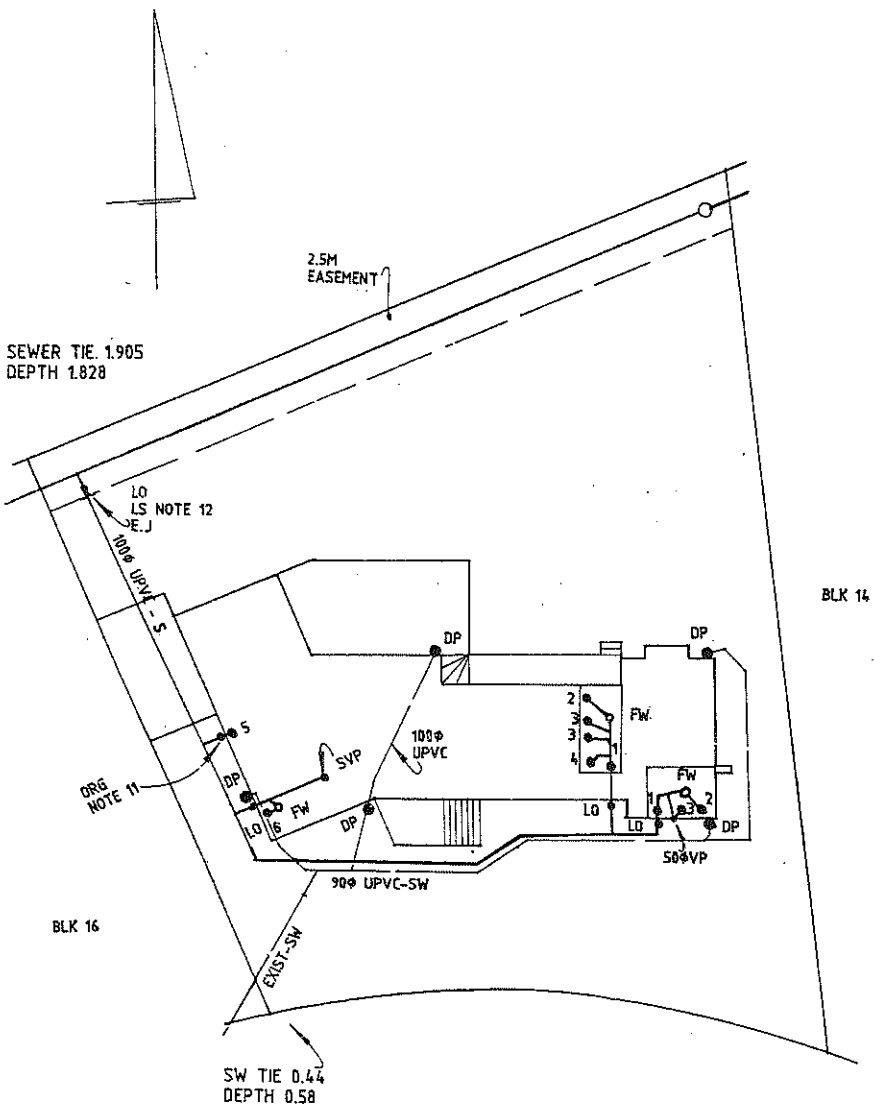
C & S GOODNOW

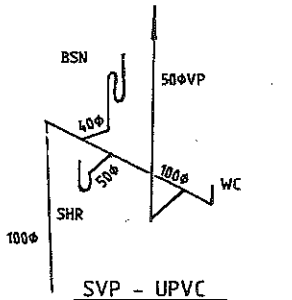
Block 15 Section 64 AINSLIE

Scale 1:200

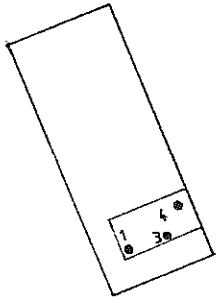
All work must be carried out in conformity with the Canberra Sewerage and Water Supply Regulations

DESIGNED TO AS 3500





SVP - UPVC
VARIATIONAL SINGLE STACK



UPPER FLOOR PLAN

REFERENCE:

D.T.	Disconnector Trap
E.J.	Expansion Joint
E.V.	Educt Vent
F.W.	Floor Waste
G.T.	Gully Trap
I.C.	Inspection Chamber
I.O.	Inspection Opening
J.U.	Jump Up
M.H.	Manhole
O.R.G.	Overflow Relief Gully
S.V.P.	Soil Vent Pipe
U.P.V.C.	Unplasticised Polyvinyl Chloride
V.C.P.	Vitrified Clay Pipe
V.P.	Vent Pipe

FIXTURES:

1. W. CLOSET	(3)
2. BATH	(2)
3. BASIN	(3)
4. SHOWER	(2)
5. SINK	(1)
6. TROUGH	(1)
7. URINAL	(-)
8. CLEANER'S SINK	(-)
9. BIDET	(-)
11. DISHWASHER	(-)
12. WASHING MACHINE	(-)
13. GLASS WASHER	(-)

NOTES:

1. Drains to be laid shown in BLUE lines.
2. Existing drains shown in GREEN lines.
3. Existing drains X'ed in RED to be abolished to approval.
4. Drains to be supported on or from solid ground.
5. Copper pipes to be in accordance with AS.1432–1973 Table 2 Type B tubes.
6. Unplasticised Polyvinyl Chloride pipe drains (U.P.V.C.) including STACKS, to be constructed in accordance with AS.2032–1977, and Canberra Codes of Practice
7. Drains under Building must be retested. If test failed then old drain must be replaced using either RRJVCP or UPVC pipe material.
8. Connection to existing main/manhole to be made by A.C.T.E.W. at Contractor's expense.
9. Sewer branch to be located on site before any work is commenced.
10. This Plan to be read in conjunction with approved Architectural Plans and Specifications.
11. ORG levels to be in accordance with AS3500.2 – Clause 4.6.6.6 and 4.6.6.7
12. I.O. at Property Boundary is to be raised to Ground Level in accordance with Plumbing Note No. 3.
13. Provide and install approved fire stop collars to all U.P.V.C. penetrations of fire rated walls and floors.

CANBERRA SEWERAGE AND WATER SUPPLY REGULATIONS

APPROVED [signature] 14·5· 19 98
ENGINEER

Designed by: BIRD MOORE & PARTNERS
Drawn: 4/98 Ref: ~~E436~~ E498

HERMES PRECISA PTY LTD

Important Information Regarding the Scope and Limitations of the Inspection and this Report

Important Information Any person who relies upon the contents of this report does so acknowledging that the following clauses, which define the Scope and Limitations of the inspection, form an integral part of the report.

1) This report is **NOT** an all encompassing report dealing with the building from every aspect. It is a reasonable attempt to identify any obvious or significant defects apparent at the time of the inspection. Whether or not a defect is considered significant or not, depend, to a large extent, upon the age and type of the building inspected. **It is unrealistic for the consultant to comment on minor defects and imperfections in the standard property report.** This report is not a Certificate of Compliance with the requirements of any Act, Regulation, Ordinance or By-law. It is not a structural report. Should you require any advice of a structural nature you should contact a structural engineer.

2) **THIS IS A VISUAL INSPECTION ONLY** limited to those areas and sections of the property **fully accessible** and visible to the Inspector on the date of Inspection. The inspection **DID NOT** include breaking apart, dismantling, removing or moving objects including, but not limited to, foliage, mouldings, roof insulation/sisalation, floor or wall coverings, sidings, ceilings, floors, furnishing, appliances or personal possessions. The inspector CANNOT see inside walls, between floors, inside skillion roofing, behind stored goods in cupboards, other areas that are concealed or obstructed. The inspector **DID NOT** dig, gouge, force or perform any other invasive procedures. Visible timbers **CANNOT** be destructively probed or hit without the written permission of the property owner.

3) This Report does not and cannot make comment upon defects that may have been concealed; the assessment or detection of defects (including rising damp and leaks) which may be subject to the prevailing weather conditions; whether or not services have been used for some time prior to the inspection and whether this will affect the detection of leaks or other defects (eg. In the case of shower enclosures the absence of any dampness at the time of the inspection does not necessarily mean that the enclosure will not leak); the presence or absence of timber pests; gas-fittings; common property areas; environmental concerns; the proximity of the property to flight paths, railways, or busy traffic; noise levels; health and safety issues; heritage concerns; security concerns; fire protection; site drainage (apart from surface water drainage); swimming pools and spas (non-structural): detection and identification of illegal building work; detection and identification of illegal plumbing work; durability of exposed finishes; neighbourhood problems; document analysis; electrical installation; any matters that are solely regulated by statute; any area(s) or item(s) that could not be inspected by the consultant. Accordingly this Report is not a guarantee that defects and/or damage does not exist in any inaccessible or partly inaccessible areas or sections of the property. **(NB Such matters may upon request be covered under the terms of a Special-purpose Property Report).**

4) **CONSUMER COMPLAINTS PROCEDURE.** In the event of any controversy or claim arising out of, or relating to this Report, either party must give written Notice of the dispute to the other party. If the dispute is not resolved within ten (10) days from the service of the Notice then the dispute shall be referred to a mediator nominated by the Inspector. Should the dispute not be Resolved by mediation then either party may refer the dispute to the Institute of Arbitrators and Mediators of Australia for resolution by arbitration.

5) **ASBESTOS DISCLAIMER: "No inspection for asbestos was carried out at the property and no report on the presence or absence of asbestos is provided.** If during the course of the inspection asbestos or materials containing asbestos happened to be noticed then this may be noted in the **Additional Comments** section of the report. Buildings built prior to 1982 may have wall and/or ceiling sheeting and other products including roof sheeting that contains Asbestos. Even buildings built after this date up until early 90s may contain some Asbestos. Sheeting should be fully sealed. If concerned or if the building was built prior to 1990 you should seek advice from a qualified asbestos removal expert as to the amount and importance of the asbestos present and the cost of sealing or removal. If asbestos is noted as present within the property then you should seek advice from a qualified asbestos removal expert as to the amount and importance of the asbestos present and the cost sealing or of removal. Drilling, cutting or removing sheeting or products containing Asbestos is a high risk to peoples' health. You should seek advice from a qualified asbestos removal expert".

6) **MOULD MILDEW AND NON-WOOD DECAY FUNGI) DISCLAIMER:** Mildew and non wood decay fungi is commonly known as Mould. However, Mould and their spores may cause health problems or allergic reactions such as asthma and dermatitis in some people. **No Inspection for Mould was carried out at the property and no report on the presence or absence of mould is provided.** If in the course of the Inspection, Mould happened to be noticed it may be noted in the **Additional Comments** section of the report. If Mould is noted as present within the property or if you notice Mould and you are concerned as to the possible health risk resulting from its presence then you should seek advice from your local Council, State or Commonwealth Government Health Department or a qualified expert such as an Industry Hygienist.

7) **ESTIMATING DISCLAIMER:** Any estimates provided in this report are merely opinions of possible costs that could be encountered, based on the knowledge and experience of the inspector, and are not estimates in the sense of being a calculation of the likely costs to be incurred. The estimates are NOT a guarantee or quotation for work to be carried out. The actual cost is ultimately dependent upon the materials used, standard of work carried out, and what a contractor is prepared to do the work for. It is recommended in **ALL** instances that multiple independent quotes are sourced prior to any work being carried out. The inspector accepts no liability for any estimates provided throughout this report.

8) **EXPERT WITNESS ESTIMATING DISCLAIMER:** Any estimates provided in this report are merely opinions of possible costs that could be encountered, based on the knowledge and experience of the inspector. The estimates are NOT a guarantee or quotation for work to be carried out. The actual cost is ultimately dependent upon the materials used, standard of work carried out, and what a contractor is prepared to do the work for. It is recommended in ALL instances that multiple and independent quotes are sourced prior to any work being carried out. The inspector accepts no liability for any estimates provided throughout this report.

9) (a) **DISCLAIMER OF LIABILITY TO THIRD PARTIES:** This Report is made solely for the use and benefit of the Client names on the front of this report. No liability or responsibility whatsoever, in contract or tort, is accepted to any third party who may rely on the Report wholly or in part. Subject to 9 (b) below, any third party acting or relying on this Report, in whole or in part, does so at their own risk.

(b) **Limited Liability to a Purchaser within the Australian Capital Territory only:** Within the Australian Capital Territory (ACT) and in accordance with the Act Civil Law (Sale of Residential Property) Act 2003 and Regulations, a copy of the Report may be attached to the Contract for Sale.

This Report may be attached to the Contract provide that:

1. This Report must include:-

(a) the Inspection Date; and
(b) the date the Report was prepared; and
(c) the Pacific International Insurance Limited policy number and expiry date of the professional indemnity insurance policy covering the Inspector who provided the Report.

II. The Vendor and the Purchaser are advised that within 7 days after the Inspection Date the following information will be given to the Territory (defined in Act) for inclusion in a publicly available register:-

(a) the fact that this Report has been prepared; and
(b) the street address of the property inspected; and
(c) the Inspection Date stated in this Report: and
(d) the name and contact details of the company, partnership or sole trader that employs the Timber Pest Inspector who prepared the Report; and
(e) the name of the Timber Pest Inspector who carried out the inspection.

III. As required by Part 2, Section 7 and Clause 5 of the Regulations the circumstances in which reliance may be placed on the report in respect to the state of the property at the time of the inspection are;

(a) the inspection was carried out not more that six months prior to the date the property named on the front of the Report was first listed or offered for sale; and
(b) the date on which the settlement took place was not more than one hundred and eighty (180) days after the Inspection Date: and
(c) the Report is given by the Vendor to the prospective Purchaser prior to Exchange and prior to the expiration of any 'Cooling-off Period' allowed in the Act; and
(d) the Purchaser completes, signs and dates the "Notice to the Purchaser" before settlement; and
(e) the Purchaser transmits by fax, post or otherwise delivers the signed "Notice to the Purchaser" to the company, partnership or Sole trader at the address shown on the front of the Report not less than four (4) days prior to the date of settlement.

NB. No reliance may be placed on the report for any contract entered into more than six months after the date of inspection.

IV. The Vendor and the Purchaser are advised that, upon payment of a reasonable fee, the company, partnership or sole trader that employed the Timber Pest Inspector who prepared this Report may supply a copy to any person, Solicitor, company or organization purporting to represent or be a person who has entered into a contract to buy the property.

NOTE: The Purchaser is advised that this Report reflects the condition of the property existing at the time of the inspection (Inspection Date) and may not reflect the current state. It is, therefore, **very strongly recommended** that you promptly arrange for another inspection and reporting accordance with Australian Standard AS4349.1 to be carried out prior to the expiration of the 'Cooling off Period' and settlement.

THIS IS NOT A COMPLIANCE REPORT STRICTLY IN ACCORDANCE WITH CIVIL LAW (SALE OF RESIDENTIAL PROPERTY) REGULATIONS:

The Report may contain copies of any approved plans, building approvals, building permit and Certificates of Occupancy. However any comments made by the person who prepared the report as to whether or not, in the opinion of the Inspector, the structures on the land substantially comply with the approved plans (if any) are made on the basis of a cursory glance of the plans and not upon a detailed examination. Any opinion expressed as to whether or not any building approval or approval under the Land (Planning and Environment) Act, 1991, is based on the limited knowledge and belief, at the time, of the Inspector. The Purchaser is advised that a Special Purpose Report is available through the Inspector to advise more fully in respect to these matters. The structures may have been damaged by pests, storm, strong wind or fire or the Vendor may have carried out alterations and/or additions to the property since the Inspection Date. The Report may no longer reflect the true condition of the Property. The structure(s) may no longer be in accordance with the attached plans etc. IT IS STRONGLY RECOMMENDED that, if the Purchaser has any concerns in respect to the compliance of the structures, a Special Purpose Report be obtained. Alternatively, the Purchaser should rely upon his, her or their own enquiries.

The report does not provide any examinations of the plumbing, electrical, heating and also, cooling services and carpet is not lifted nor is furniture moved during this examination. This report is confined to a visual inspection only limited to those areas and sections of the property fully accessible to the inspector on the date of the inspection. The inspection did not include breaking apart, dismantling, removing of moving objects including, but not limited to foliage, mouldings, floor or wall coverings, behind stored goods, in cupboards, other areas that are concealed or obstructed. The inspector did not dig, gouge, force or perform any other invasive procedures.

This report is valid for a period of 180 days only from the date of inspection and the property should therefore be re-inspected if not purchased within that time. Due to this time frame defects beyond the scope of this inspection could become evident such as brick cracking with seasonal changes, damage from water leaks, electrical, plumbing drainage or abuse.

As per Civil Law (Sale of Residential Property) Regulation 2004 - Act 7 - Section 4 (a) -(i) (ii) (iii) (iv) (v) and Section 4. (b) and Section 4. (c) the Building and Compliance reports have been registered with the Department of Fair Trading in accordance to Act 10 - Section 4 (a) (i) (ii) (iv) (v) and 4. (c) the Pest Report has been registered with Department of Fair Trading.

All Building and Pest Inspectors are accredited and licensed.

DEFINITIONS

AS4349 - 1995

1.4.3 **Minor fault or defects** -- a matter which, in view of the age, type of condition of the residential building, does not require substantial repairs or urgent attention and rectification.

1.4.5 **Property** - any areas or item other than the residential building and the site which is not the subject of a special report, but which may be specified in the terms of engagement.

1.4.6 Reasonable access - areas where safe, unobstructed access is provided and the minimum clearances specified in Table 1 are available; or where these clearances are not available, areas within the consultant's unobstructed line of sight.

TABLE 1

REASONABLE ACCESS

Area	Access Manhole mm	Crawl Space mm	Height
Roof Interior	450 x 400	600 x 600	Assessible from a 3.6mLadder
Subfloor	500 x 400	Vertical clearance Timber floor : 400* Concrete floor : 500	
Roof exterior			Accessible from a 3.6 m ladder

* **Underside of bearer**

Note: Cracking under 5mm to brick and masonry walls is classed as insignificant and does not need to be mentioned as per Australian Building Standards. (Cracking is common in the Canberra Region due to the clay soil, the drought conditions that we are experiencing at this time) and cracking can appear over a short period of time. We recommend keeping moisture around the footings of the dwelling, during a drought.

EXTRACTS FROM AS4349.1 - INSPECTION OF BUILDINGS

1.4.3 **Minor fault or defect** – Minor defects are common to most properties and may include minor blemishes, corrosion, cracking, weathering, general deterioration, unevenness, and physical damage to materials and finishes.
It is common for most of these defects to be rectified over the first few years of ownership or redecoration and renovation are undertaken.

1.4.7 **Residential Building** -- shall have the meaning subscribed in the Building Code of Australia and includes 'residential Property'.

1.4.8 Special-purpose property report -- the report referred to in Clause 3.2.

1.4.9 Standard property report -- the report referred to in Clause 3.1

1.5 **INSURANCE** The consultant shall at all times maintain adequate insurance, including public risk and professional indemnity, and where appropriate, insurance against death or injury to any of his employees.

Name of Inspector/Firm: ACT P.O Date of Inspection 12/11/2014
The Street Address of the Property : 25 Winnecke Street
The Suburb: Ainslie Post Code: 2602
Contact Details: Full Name of the Purchaser: _____
Contact Address: _____
Suburb: _____
Phone: _____
Mobile: _____
Fax: _____
Email _____

Signed _____ on this the _____ day of _____ 200

Pest Controllers Combined Liability Certificate of Currency

The Policy below is current until 4.00pm on the expiry date shown below

INSURED:	K P R Report Pty Ltd T/as ACT Professional Building Services T/as ACTPRO; MN Inspection Pty Ltd T/as ACT Professional Building Services T/as ACTPRO; Building Inspectors Specialists Pty Ltd T/as AAABIS
LICENSEE:	Ken Roche
BUSINESS DESCRIPTION:	Timber Pest Inspections - Covered Pre-Purchase House Pest Inspections - Covered Building Inspections (Non Pest Related) - Covered Pool Safety Inspections - Covered Energy Ratings & Compliance Reports - Covered
POLICY REFERENCE:	**09 P000473 PLB**
EXPIRY DATE:	**9/9/2015**
POLICY CLASS:	Pest Controllers Combined Liability.
SUMS INSURED:	**Section A: Broadform Liability** **Limit of Liability: $20,000,000** any one claim, or loss, including defence costs, and in the aggregate in respect of all claims, or losses, including defence costs. **Section B: Professional Indemnity** **Limit of Liability: $1,000,000** any one claim, or loss, including defence costs, and in the aggregate in respect of all claims, or losses, including defence costs.

This Certificate of Currency is subject to the Policy Documentation to be read in conjunction with the Definitions, Conditions and Exclusions in the Pest Controllers Combined Liability Insurance Policy - QM792.

Signed Date **2/9/2014**

QBE Insurance (Australia) Limited ABN 78003 191 035. AFS Licence No. 239545
Postal address: GPO Box 705 Brisbane Qld 4001

Important Asbestos Advice for ACT homes built before 1985

Asbestos is hazardous but it can be managed safely.

Follow the three steps for managing materials containing asbestos (MCAs) in your home.

Step 1. Identify where MCAs may be in your home

When was your house built?

- If your house was built before 1985, the table below gives you an indication of where you are likely to find MCAs in your home. There is also a diagram on the back of this sheet showing where MCAs are commonly found.
- If your house was built after 1985, it is unlikely to contain MCAs.
- If in doubt, assume that materials DO contain asbestos.

Common locations of MCAs in ACT homes*

(Percentage (%) of properties sampled where asbestos was detected)

Location	Pre 1965	1965 - 1979	1980 - 1984	1985 - now
Eaves	86%	92%	40%	0%
Garage/shed	80%	70%	15%	0%
Bathroom	54%	75%	50%	0%
Laundry	75%	80%	50%	0%
Kitchen	52%	23%	15%	0%

*Results of 2005 Asbestos Survey of over 600 ACT Homes. #One MCA was found in a 1985 house supporting roof tiles on a gable end.

Step 2. Assess the risk

Visually check the condition of the MCA – is it cracked, broken, etc?

- If it's in good condition and left undisturbed, it does not pose a health risk.
- If you suspect it is not in good condition, arrange for appropriate maintenance or removal by a qualified person.

Step 3. Manage safely

Make sure you remember to:

- Keep an eye on MCAs to make sure they remain in good condition.
- Consider removal of the MCA by a qualified person, when renovating or doing home repairs.
- Inform tradespeople working on your home of the location of any possible MCAs.
- Engage a qualified person if you decide to obtain a professional asbestos report on MCAs in your home.

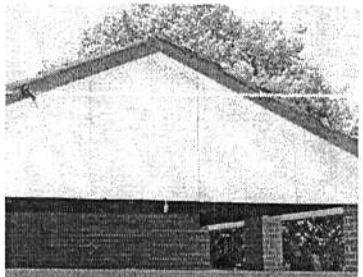
For further information or advice on managing asbestos or home renovations visit the asbestos website www.asbestos.act.gov.au

ACT GOVERNMENT

Asbestos Awareness.

Common locations of materials containing asbestos in ACT homes

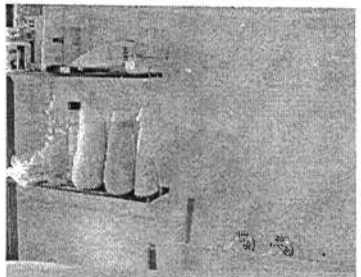
If your house was built before 1985, some of the materials it was built from probably contain asbestos.



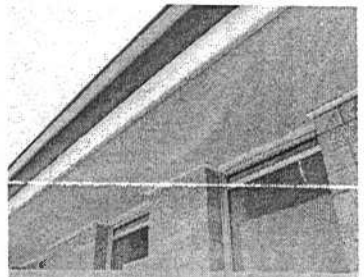
Garages, carports, sheds and dog kennels



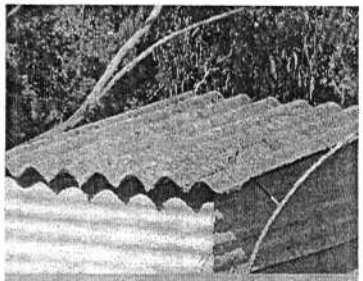
Wet areas including wall and ceiling lining



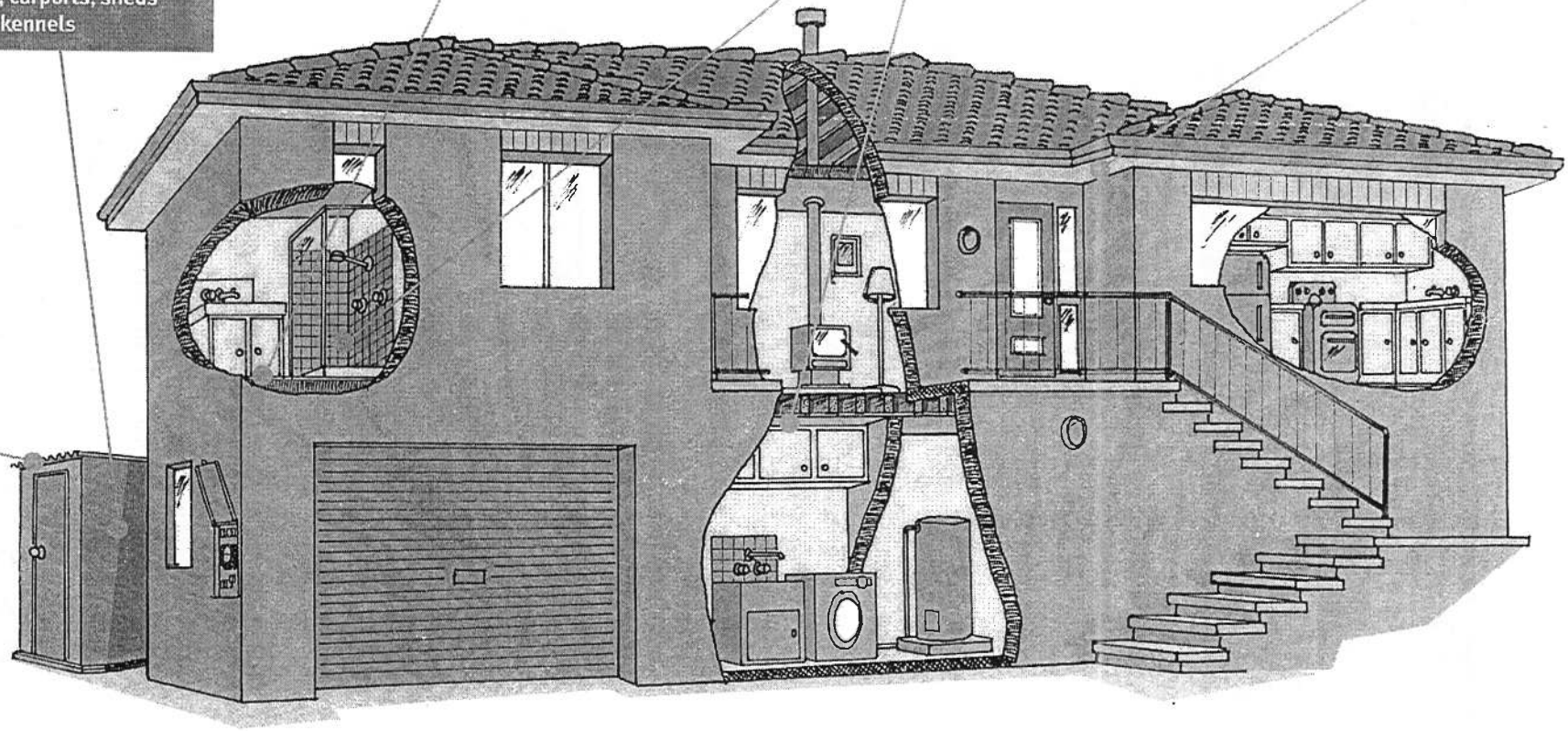
Wet areas including wall and ceiling lining



Eaves



Corrugated asbestos roofing



ACT GOVERNMENT

Asbestos Awareness.
Helping everyone breathe easier.

COOLING OFF PERIOD
(for residential property only)

1 **The Buyer may rescind this Contract at any time before 5 p.m. on the 5th working day after the day this Contract is made except if any circumstance in paragraph 2 applies.**

2 **There is no cooling off period if:**

- **the Buyer is a corporation; or**
- **the Property is sold by tender; or**
- **the Property is sold by auction; or**
- **before signing this Contract, the Buyer gives the Seller a certificate in the form required by the Sale of Residential Property Act signed by the Buyer Solicitor; or**
- **this Contract is made on the same day the Property was offered for sale by auction but passed in and the Buyer was recorded in the bidders record as a bidder or a person for whom a bidder was bidding.**

3 **A Buyer exercising the cooling off right by rescinding this Contract forfeits 0.25% of the Price. The Seller is entitled to recover the amount forfeited from the Deposit and the Buyer is entitled to a refund of any balance.**

WARNINGS

1 The Lease may be affected by the *Residential Tenancies Act 1997* or the *Leases (Commercial & Retail) Act 2001.*

2 If a consent to transfer is required by law, see cl. 4 as to the obligations of the parties.

3 As some risks associated with the Property pass from the Seller to Buyer on the Date of this Contract, (except if the Property is a Unit) the Buyer should take out insurance on the Property on the Date of this Contract.

4 The Buyer will usually have to pay stamp duty on this Contract. The Buyer may incur penalties if the Buyer does not pay the stamp duty within the required time.

5 There are serious risks to a Buyer releasing the Deposit before Completion. The Buyer should take legal advice before agreeing to release the Deposit.

6 The Buyer should consider the application of the Territory Plan and other planning and heritage issues before signing this Contract.

7 If the Lease is a concessional lease then restrictions on transfer and other dealings may apply.

DISPUTES

If there is a dispute, the Law Society encourages the use of informal procedures such as negotiation, independent expert appraisal or mediation to resolve the dispute.

EXCHANGE OF CONTRACT

1 An Agent, authorised by the Seller, may:

- insert:
  - the name and address of, and contact details for, the Buyer;
  - the name and address of, and contact details for, the Buyer Solicitor;
  - the Price;
  - the Date of this Contract,
- insert in, or delete from, the Goods; and
- exchange this Contract.

2 An Agent must not otherwise insert, delete or amend this Contract.

3 **The Agent must not exchange this Contract unless expressly authorised by the Seller or (if a solicitor is acting for the Seller) by the Seller or the Seller Solicitor.**

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The Seller agrees to sell and the Buyer agrees to buy the Property for the Price on these terms:

1 Definitions and interpretation

1.1 Definitions appear in the Schedule and as follows:

Affecting Interests any mortgage, encumbrance, lease, lien, charge, notice, order, caveat, writ, or other interest;

Agent has the meaning in the Sale of Residential Property Act;

Balance of the Price the Price less the Deposit;

Breach of Covenant

- a Development not approved under the Planning Act including a development for which design and siting approval has not been obtained;
- a breach of the Building and Development Provision;
- a breach of any obligation of the Seller in a registered restrictive covenant affecting the Lease;
- a breach of any other term of the Lease;
- a breach of the articles of the Owners Corporation (if the Property is a Unit);
- an Unapproved Structure;

Building Act the *Building Act 2004*;

Building and Development Provision has the meaning in the Planning Act;

Building Conveyancing Inquiry Document has the meaning in the Sale of Residential Property Act;

Building and Compliance Inspection Report has the meaning in the Sale of Residential Property Act;

Business Day any day other than a Saturday, Sunday, public holiday or bank holiday in the Australian Capital Territory;

Class A Unit has the meaning in the Sale of Residential Property Act;

Common Property for a Unit has the meaning in the Unit Titles Act;

Common Property for a Lot that forms part of a Community Title Scheme has the meaning in the Community Title Act;

Community Title Act the *Community Title Act 2001*;

Community Title Body Corporate the entity referred to as such in the Community Title Act;

Community Title Management Statement has the meaning in the Community Title Act;

Community Title Master Plan has the meaning in the Community Title Act;

Community Title Scheme has the meaning in the Community Title Act;

Completion the time at which this Contract is completed;

Compliance Certificate a certificate issued for the Lease under s.296 of the Planning Act or under s. 28 of the *City Area Leases Act 1936*; or s. 180 of the Land Act

Covenant includes restrictive covenant;

Default Notice a notice in accordance with cl. 18.5 and cl. 18.6;

Default Rules has the meaning in the Unit Titles Management Act;

Deposit the deposit forming part of the Price;

Developer in respect of a Unit has the meaning in the Unit Titles Act; in respect of a Lot has the meaning in the Community Title Act;

Developer Control Period has the meaning in the Unit Titles Management Act;

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Encumbrance has the meaning in the Sale of Residential Property Act but excludes a mortgage;

Energy Efficiency Rating Statement has the meaning in the Sale of Residential Property Act;

General Fund Contribution has the meaning in s. 78(1) of the Unit Titles Management Act;

GST has the meaning in the *A New Tax System (Goods and Services Tax) Act 1999*;

GST Rate the prevailing rate of GST specified as a percentage;

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Improvements the buildings, structures and fixtures erected on and forming part of the Land;

Income rents and profits derived from the Property;

Land Act the *Land (Planning & Environment) Act 1991*;

Land Charges rates, land rent, land tax and other taxes and outgoings of a periodic nature in respect of the Property;

Land Rent Act the *Land Rent Act 2008*;

Land Rent Lease a Lease that is subject to the Land Rent Act;

Lease the lease of the Land having the meaning in the Planning Act;

Lease Conveyancing Inquiry Document has the meaning in the Sale of Residential Property Act;

Legislation Act the *Legislation Act 2001*;

Liability of the Owners Corporation any actual or contingent liability of the Owners Corporation attributable to the Unit on a Unit Entitlement basis (other than normal operating expenses) or expenditure to be made by the Owners Corporation to fulfil its obligations under the Unit Titles Management Act;

Lot has the meaning in the Community Title Act;

Non-Land Rent Lease a Lease that is not subject to the Land Rent Act;

Notice to Complete a notice in accordance with cl. 18.1 and cl. 18.2 requiring a party to complete;

Owners Corporation the Owners Corporation for the Unit constituted or to be constituted under the Unit Titles Management Act following registration of the Units Plan;

Pest Inspection Report has the meaning in the Sale of Residential Property Act;

Pest Treatment Certificate has the meaning in the Sale of Residential Property Act;

Planning Act the *Planning and Development Act 2007*;

Planning and Land Authority has the meaning in the Legislation Act;

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the *Residential Tenancies Act 1997*;

Property the unexpired term of the Lease, the Improvements and the Goods, or (if the Land is a Unit) the unexpired term of the Unit Lease, the Improvements and the Goods;

Required Documents has the meaning in the Sale of Residential Property Act and includes a Section 119 Certificate but excludes a copy of this Contract;

Rescission Notice has the meaning in the Sale of Residential Property Act;

Sale of Residential Property Act the *Civil Law (Sale of Residential Property) Act 2003*;

Section 119 Certificate a certificate for the Unit issued under s. 119 of the Unit Titles Management Act;

Section 56 Certificate a certificate for a Lot issued under s. 56 of the Community Title Act;

Section 67 Statement a statement for a Lot complying with s. 67(2)-(4) of the Community Title Act;

Service includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service;

Staged Development – see s. 17(3) of the Unit Titles Act;

Tenancy Agreement includes a lease for any term and whether for residential purposes or otherwise;

Unapproved Structure has the meaning in the Sale of Residential Property Act;

Unit the Unit referred to in the Schedule and which has the meaning in the Unit Titles Act;

Unit Entitlement for the Unit has the meaning in the Unit Titles Act;

Unit Title is the Lease together with the rights of the registered lessee of the Unit;

Unit Titles Act the *Unit Titles Act 2001*;

Unit Titles Management Act the *Unit Titles (Management) Act 2011*;

Units Plan all the documents relating to the subdivision of the Land registered as the Units Plan for the Unit under the *Land Titles (Unit Titles) Act 1970*.

1.2 In this Contract:

- a reference to the Seller or to the Buyer includes the executors,

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administrators and permitted assigns of any of them, if an individual, and the successors or permitted assigns of any of them, if a corporation;

- the singular includes the plural, and the plural includes the singular;
- a reference to a person includes a body corporate;
- a term not otherwise defined has the meaning in the Legislation Act;
- a reference to an Act includes a reference to any subordinate legislation made under it or any Act which replaces it.

1.3 Headings are inserted for convenience only and are not part of this Contract.

1.4 If the time for something to be done or to happen is not a Business Day, the time is extended to the next Business Day, except in the case of cl. 2.1.

1.5 A reference to "this Contract" extends to the Schedule, any annexure, additional clauses and attachments forming part of this Contract.

1.6 If there is more than one buyer or more than one seller the obligations which they undertake bind them jointly and individually.

1.7 Where the Buyer consists of more than one person, as between themselves, they agree to buy the Property in the specified manner of Co-ownership or if one alternative is not marked, as joint tenants.

2 Terms of payment

2.1 The Buyer must pay the Deposit on the Date of this Contract, to the Stakeholder or, if no Stakeholder is named, then to the Seller.

2.2 The Deposit becomes the Seller's property on Completion.

2.3 The Deposit may be paid by cheque or cash but if it is not paid on time or, if it is paid by cheque which is not honoured on first presentation, the Buyer is in default.

2.4 If the Buyer is in default under cl. 2.3, then immediately and without the notice otherwise necessary under cl. 18, cl. 19 applies.

2.5 On Completion the Buyer must give the Seller an authority directing the Stakeholder to account to the Seller for the Deposit.

2.6 On Completion the Buyer must pay to the Seller in Canberra the Balance of the Price by unendorsed bank cheque, or in cash (up to $200).

2.7 Any money payable to the Seller by the Buyer or the Stakeholder must be paid to the Seller or as the Seller Solicitor directs in writing and payment in accordance with that direction will be sufficient discharge to the person paying.

2.8 Completion must take place on the Date for Completion or as otherwise determined by this Contract and if not specified or determined, within a reasonable time.

3 Title to the Lease

3.1 The Lease is or will before Completion be granted under the Planning Act.

3.2 The Lease is transferred subject to its provisions.

3.3 The title to the Lease is or will before Completion be registered under the *Land Titles Act 1925*.

3.4 The title to the Lease must be transferred free from all Affecting Interests except as otherwise provided.

3.5 The Buyer cannot insist on any Affecting Interests being removed from the title to the Lease before Completion provided, on Completion, the Seller gives the Buyer any documents and registration fees necessary to remove the Affecting Interests.

4 Restrictions on transfer

4.1 The Lease is not subject to any restrictions on transfer other than any Restriction on Transfer.

4.2 If the Lease is subject to a Restriction on Transfer under the Planning Act due to non-compliance with the Building and Development Provision then this Contract is subject to the grant of the unconditional consent referred to in s. 298 of the Planning Act. A Restriction on Transfer referring to "s. 298" refers to this restriction.

4.3 If the Lease is granted under the Planning Act and is a lease of the type referred to in s.251 of the Planning Act then this Contract is subject to the grant of the unconditional consent in s. 251 and s. 252 of the Planning Act. A Restriction on Transfer referring to "s. 251" refers to this restriction.

4.3A If the Lease is subject to a Restriction on Transfer under s.265 of the Planning Act, then this Contract is subject to the grant of the unconditional consent in ss. 265 and 266 of the Planning Act. A Restriction on Transfer referring to "s. 265" refers to this restriction.

4.4 Immediately after the Date of this Contract the Seller must do everything reasonably necessary to remove the restriction or obtain

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the consent required. If requested in writing, the Buyer must join in any application of the Seller and must do everything reasonably necessary to enable the Seller to obtain the consent. The Seller must pay all associated fees in connection with the application.

4.5 If the consent referred to in cl. 4.2, cl. 4.3 or cl. 4.3A is not granted by the Date for Completion then either party may rescind this Contract (provided that the party seeking to rescind is not then in default) and cl. 21 applies.

5 Particulars of title and submission of transfer

5.1 Unless cl. 5.3 applies the Seller need not provide particulars of title.

5.2 Within 7 days after the Date of this Contract the Seller must give the Buyer a transfer of the Lease executed by the Seller in the form prescribed by the *Land Titles Act 1925* to be held by the Buyer on trust for the Seller until Completion only for the purpose of:

5.2.1 signing;

5.2.2 completing the Buyer details and Co-ownership in accordance with this Contract; and

5.2.3 stamping by the Buyer,

and the Buyer must immediately return the transfer if the Seller demands it.

5.3 If the Seller is not the registered proprietor of the Lease at the Date of this Contract, the Seller must give to the Buyer no later than 14 days before the Date for Completion a copy of the instrument and any other documents necessary to enable the Seller to be registered as proprietor.

6 Buyer rights and limitations

6.1 If the Buyer establishes before Completion that except as disclosed in this Contract there is any Unapproved Structure on the Property, then the Buyer may:

6.1.1 require the Seller to arrange for the Unapproved Structure to be approved before Completion; and

6.1.2 if the Unapproved Structure is not approved before Completion, rescind or complete and sue the Seller for damages.

6.2 If the Buyer establishes, immediately before Completion, that, except as disclosed in this Contract:

6.2.1 the Property is subject to an encumbrance other than the encumbrances shown on the title to the Lease; or

6.2.2 the Buyer is not entitled to vacant possession,

then the Buyer may either:

6.2.3 rescind; or

6.2.4 complete and sue the Seller for damages.

6.3 The Buyer is not entitled to make any requisitions on the title to the Property.

6.4 The Buyer cannot make a claim or objection or rescind or terminate in respect of:

6.4.1 a Service for the Property being a joint service or passing through another property, or any Service for another property passing through the Property;

6.4.2 a wall being or not being a party wall or the Property being affected by an easement for support or not having the benefit of an easement for support;

6.4.3 any change in the Property due to fair wear and tear before Completion;

6.4.4 a promise, representation or statement about this Contract, the Property or the Lease, not made in this Contract;

6.4.5 any Breach of Covenant described in the Schedule or disclosed elsewhere in this Contract;

6.4.6 the ownership or location of any dividing fence;

6.4.7 the ownership of any fuel storage tank; and

6.4.8 anything disclosed in this Contract (except an Affecting Interest).

7 Seller warranties

7.1 The Seller warrants that at the Date of this Contract:

7.1.1 the Seller will be able to complete at Completion;

7.1.2 the Seller has no knowledge of any unsatisfied judgment, order or writ affecting the Property;

7.1.3 the Seller has no knowledge of any current or threatened claims, notices or proceedings that may

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lead to a judgment, order or writ affecting the Property; and

7.1.4 the Seller is not aware of any material change in the matters disclosed in the Required Documents.

7.2 The Seller warrants that on Completion:

7.2.1 the Seller will be or will be able to be the registered proprietor of the Lease and will own the rest of the Property free from any Affecting Interests;

7.2.2 the Seller will have the capacity to complete;

7.2.3 there will be no unsatisfied judgment, order or writ affecting the Property;

7.2.4 the Seller has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment order or writ affecting the Property;

7.2.5 the Seller is not aware of any encroachments by or upon the Property except as disclosed. This warranty does not extend to the location of any dividing fence;

7.2.6 there will be no Breach of Covenant except as disclosed in this Contract; and

7.2.7 unless disclosed in the Schedule or elsewhere in this Contract, the Lease is a Non-Land Rent Lease and not a Land Rent Lease.

7.3 The Seller gives no warranties as to the present state of repair of any of the Improvements or condition of the Land, except as required by law.

8 Adjustments

8.1 Subject to cl. 8.2:

8.1.1 the Seller is entitled to the Income and is liable for all Land Charges up to and including Completion after which the Buyer will be entitled to the Income and liable for the Land Charges; and

8.1.2 the parties must pay any adjustment of the Income and Land Charges calculated under this clause on Completion.

8.2 If the Property is liable to land tax, the Seller must pay it on or before Completion and no adjustment of land tax will be made if the Buyer warrants (in writing if the Seller requires it) that the Buyer is or will on Completion be entitled to an exemption from land tax.

8.3 Any concessional Land Charges must be adjusted on the concessional amount of those Land Charges.

8.4 If any of the Land Charges have not been assessed on Completion, the Buyer will be entitled to retain in the Buyer Solicitor trust account from the Balance of the Price an amount sufficient to pay the Seller's proportion of those Land Charges.

8.5 Attached are copies of the relevant invoices for the cost of obtaining the Building and Compliance Inspection Report and Pest Inspection Report. The Buyer must pay to the Seller the cost of obtaining the Building and Compliance Inspection Report and the Pest Inspection Report as required by s. 18 of the Sale of Residential Property Act on Completion.

9 Terms of possession

9.1 The Seller must give the Buyer vacant possession of the Property on Completion unless otherwise marked in the Schedule.

9.2 If the Property is sold subject to a tenancy, the Seller has:

9.2.1 attached to this Contract a copy of the signed Tenancy Agreement; or

9.2.2 completed the tenancy summary on page 2.

9.3 If the Property is sold subject to a tenancy:

9.3.1 the Seller warrants that except as disclosed in this Contract:

(a) if applicable, the rental bond has been provided in accordance with the *Residential Tenancies Act 1997*;

(b) if applicable, the Seller has complied with the *Residential Tenancies Act 1997*;

(c) if applicable, the Seller has no notice of any application by the tenant for the release of the rental bond;

(d) no notices relating to the tenancy have been served on the Seller or any agent of the Seller or on the tenant other than as disclosed in this Contract and there are no

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outstanding claims or disputes with the tenant;

(e) there is no unremedied breach of the Tenancy Agreement by the tenant or the Seller; and

(f) if applicable, the Tenancy Agreement incorporates:

(i) the Prescribed Terms; and

(ii) any other terms approved by the Residential Tenancies Tribunal

9.3.2 The Seller must hand to the Buyer on Completion:

(a) any written Tenancy Agreement to which this Contract is subject;

(b) a notice of attornment;

(c) if applicable, any notice required to be signed by the Seller to transfer the rental bond by the Office of Rental Bonds to the Buyer; and

(d) if applicable, any other notice required to be signed by the Seller under the *Residential Tenancies Act 1997.*

9.3.3 The Buyer indemnifies the Seller in relation to any liability which the Seller incurs or to which the Seller is subject under the tenancy because of matters occurring after Completion.

10 Inspection and condition of Property

10.1 The Buyer may on reasonable notice to the Seller and at reasonable times inspect the Property before Completion.

10.2 The Seller must leave the Property clean and tidy on Completion.

11 Inspection of building file

11.1 The Seller must, if requested by the Buyer, give to the Buyer all authorities necessary to enable the Buyer (or Buyer's nominee) to inspect and obtain at the Buyer's expense, copies of:

11.1.1 any document in relation to the Land and Improvements held by any government or statutory authority; and

11.1.2 any notices issued by any authority in relation to the Land and Improvements.

12 Additional Seller obligations

12.1 Except for any Breach of Covenant disclosed in this Contract, the Seller must before Completion:

12.1.1 comply with any notice issued by any authority before the Date of this Contract which requires work to be done or money to be spent on or in relation to the Property or the Lease;

12.1.2 obtain approval for any Development conducted on the Land;

12.1.3 comply with the Lease to the extent to which the Seller is required to comply up to Completion;

12.1.4 comply with any obligations on the Seller in a registered restrictive covenant affecting the Lease; and

12.1.5 give the Buyer notice of any material change (other than fair wear and tear) the Seller becomes aware of in the matters disclosed in the Required Documents, since the date of each of the relevant Required Documents.

13 Compliance Certificate

13.1 The Seller must give to the Buyer on Completion a Compliance Certificate unless:

13.1.1 the Lease does not contain a Building and Development Provision; or

13.1.2 the Lease is sold subject to non compliance with the Building and Development Provision within the meaning of cl. 4.2; or

13.1.3 a Compliance Certificate has issued before the Date of this Contract and is either noted on the certificate of title for the Lease or the Seller gives to the Buyer other evidence acceptable to the Registrar General that a Compliance Certificate has issued.

13.2 The Seller must give to the Buyer on Completion evidence of approval to conduct any Development on the Land unless:

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13.2.1 approval for the Development has been granted by the relevant authority before the Date of this Contract; or

13.2.2 the Development is disclosed as a Breach of Covenant in this Contract.

14 Off the plan purchase

14.1 If the Lease contains a Building and Development Provision which has not been complied with at the Date of this Contract, and cl. 4.2 does not apply, before the Date for Completion, the Seller must at the Seller's expense complete the construction of the Improvements promptly and in a good and workmanlike manner substantially in accordance with the proposed plan, specifications and inclusions list attached.

15 Goods

15.1 The Seller gives no warranties as to the present state of repair of any of the Goods except as required by law.

15.2 The Goods are included in the Price.

15.3 The Seller warrants that the Goods are unencumbered and that the Seller has the right to sell them.

15.4 The Goods become the Buyer's property on Completion.

15.5 Except for fair wear and tear, the Seller must give the Goods to the Buyer on Completion in the same state of repair they are in at the Date of this Contract.

16 Errors and misdescriptions

16.1 If, before Completion, the Buyer becomes aware of an error in the description of the Property the Buyer may:

16.1.1 identify whether the error is material or not material, and ask the Seller to arrange for the error to be corrected before Completion; and

16.1.2 if the error is not corrected before Completion:

(a) for an error that is material - rescind this Contract, or complete this Contract and make a claim for compensation; and

(b) for an error that is not material - complete this Contract and make a claim for compensation.

16.2 This clause applies even if the Buyer did not take notice of or rely on anything in this Contract containing or giving rise to the error or misdescription.

16.3 The Buyer is not entitled to compensation to the extent the Buyer knew the true position before the Date of this Contract.

17 Compensation claims by Buyer

17.1 To make a claim for compensation (including a claim under cl. 16) the Buyer must give notice to the Seller before Completion specifying the amount claimed and:

17.1.1 the Seller can rescind if in the case of a claim that is not a claim for delay:

(a) the total amount claimed exceeds 5% of the Price;

(b) the Seller gives notice to the Buyer of an intention to rescind; and

(c) the Buyer does not give notice to the Seller waiving the claim within 14 days after receiving the notice; and

17.1.2 if the Seller does not rescind under cl. 17.1.1, the parties must complete and:

(a) the lesser of the total amount claimed and 5% of the Price must be paid out of the Price to, and held by, the Stakeholder until the claim is finalised or lapses;

(b) the amount held is to be invested by the Stakeholder (at the risk of the party who becomes entitled to it) with an Australian bank in an interest bearing account at call in the name of the Stakeholder in trust for the Seller and the Buyer;

(c) the claim must be finalised by an arbitrator appointed by the parties or, if an appointment is not made within 28 days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;

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(d) the decision of the arbitrator is final and binding;

(e) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator. For clarity, the arbitrator has the power to award indemnity costs on a legal basis against either party;

(f) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer;

(g) interest on the amount held, after deduction of all taxes and bank charges, Stakeholder administration fee and other similar charges and expenses, must be paid to the parties equally or as otherwise determined by the arbitrator; and

(h) the claim lapses if the parties do not appoint an arbitrator and neither party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 90 days after Completion and the amount held by the Stakeholder must be paid immediately to the Seller without any further authority being necessary.

18 Notice to Complete and Default Notice

18.1 If Completion does not take place in accordance with cl. 2.8, either party may, at any time after the Date for Completion, serve the other party a Notice to Complete.

18.2 A Notice to Complete must appoint a time during business hours and a date being not less than 14* days after service of the Notice to Complete (excluding the date of service) by which and a place in Canberra at which to complete this Contract.

18.3 At the time the Notice to Complete is served the party serving the Notice to Complete must:

18.3.1 not be in default; and

18.3.2 be ready willing and able to complete but for some default or omission of the other party.

18.4 Completion at the time date and place specified in the Notice to Complete is an essential term.

18.5 Where one party is in default (other than failing to complete) the other party may at any time after the default serve the party in default a Default Notice.

18.6 A Default Notice:

18.6.1 must specify the default;

18.6.2 must require the party served with the Default Notice to rectify the default within 7* days after service of the Default Notice (excluding the date of service); and

Alter as necessary

18.6.3 cannot be used to require a party to complete this Contract.

18.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.

18.8 The time specified in a Default Notice to rectify the specified default is an essential term.

18.9 Cl. 19 or cl. 20 will apply as appropriate where the party served does not comply with the Notice to Complete or the Default Notice which complies with this clause.

18.10 If the party serving a notice under this clause varies the time referred to in the notice at the request of the other party, the time agreed to in the variation remains an essential term. The consent to the variation must be in writing and be served on the other party.

18.11 The parties agree that the time referred to in cl. 18.2 and cl. 18.6.2 is fair and reasonable.

19 Termination - Buyer default

19.1 If the Buyer does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term then the Seller may by notice served on the Buyer terminate and may then keep, or recover and keep, the Deposit (except so much of it as exceeds 10% of the Price) and either:

19.1.1 sue the Buyer for breach; or

19.1.2 resell the Property and any deficiency arising on the resale and all expenses of and incidental to the resale or attempted resale and the Buyer's default are recoverable by the Seller from the Buyer as

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liquidated damages provided the Seller has entered into a contract for the resale of the Property within 12 months of termination.

19.2 In addition to any money kept or recovered under cl. 19.1, the Seller may retain on termination any other money paid by the Buyer as security for any damages awarded to the Seller arising from the Buyer's default provided that proceedings for the recovery of damages are commenced within 12 months of termination.

20 Termination - Seller default

20.1 If the Seller does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term the Buyer may by notice served on the Seller either:

20.1.1 terminate and seek damages; or

20.1.2 enforce without further notice any other rights and remedies available to the Buyer.

20.2 If the Buyer terminates, the Stakeholder is authorised to refund to the Buyer immediately any money paid on account of the Price.

21 Rescission

21.1 Unless s. 15 of the Sale of Residential Property Act applies, if this Contract is rescinded, it is rescinded from the beginning, and unless the parties otherwise agree:

21.1.1 the Deposit and all other money paid by the Buyer must be refunded to the Buyer immediately without any further authority being necessary; and

21.1.2 neither party is liable to pay the other any amount for damages, costs or expenses.

22 Damages for delay in Completion

22.1 If Completion does not occur by the Date for Completion, due to the default of either party, the party who is at fault must pay the other party as liquidated damages on Completion:

22.1.1 if the defaulting party is the Seller interest on the Price at the rate of % per annum calculated on a daily basis from the date 7 days after the Date for Completion to Completion;

*Insert percentage

22.1.2 if the defaulting party is the Buyer interest on the Price at the rate of % per annum calculated on a daily basis from the date 7 days after the Date for Completion to Completion; and

*Insert percentage

22.1.3 the amount of $440* (including GST) to be applied towards any legal costs and disbursements incurred by the party not at fault if Completion occurs later than 7 days after the Date for Completion.

*Alter as necessary

22.2 Whether or not percentages are inserted in cl. 22.1.1 or cl. 22.1.2 the party at fault must pay the amount specified in cl. 22.1.3 in addition to any other damages to which the party not at fault is entitled both at law and under this Contract.

22.3 The parties agree that:

22.3.1 the amount of any damages payable under cl 22.1.1 or cl 22.1.2 to the party not in default is a genuine and honest pre-estimate of loss to that party for the delay in Completion, and

22.3.2 the damages must be paid on Completion.

23 Foreign Buyer

23.1 The Buyer warrants the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer of the Lease under the *Foreign Acquisitions and Takeovers Act 1975.*

23.2 This clause is an essential term.

24 GST

24.1 If a party must pay the Price or provide any other consideration to another party under this Contract, GST is not to be added to the Price or amount, unless this Contract provides otherwise.

24.2 If the Price is stated in the Schedule to exclude GST and the sale of the Property is a taxable supply, the Buyer must pay to the Seller on Completion an amount equal to the GST payable by the Seller in relation to the supply.

24.3 If under this Contract a party (**Relevant Party**) must make an adjustment, pay an amount to another party (excluding the Price but including the Deposit if it is released or forfeited to the Seller) or pay an amount payable by or to a third party:

24.3.1 the Relevant Party must adjust or pay at that time any GST added to or included in the amount; but

24.3.2 if this Contract says this sale is a taxable supply, and payment would entitle the Relevant Party to claim

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an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment or payment is or was entitled multiplied by the GST Rate.

24.4 If this Contract says this sale is the supply of a going concern;

24.4.1 the parties agree the supply of the Property is the supply of a going concern;

24.4.2 the Seller must on Completion supply to the Buyer all of the things that are necessary for the continued operation of the enterprise;

24.4.3 the Seller must carry on the enterprise until Completion;

24.4.4 The Buyer warrants to the Seller that on Completion the Buyer will be registered or required to be registered;

24.4.5 If for any reason (and despite cl. 24.1 and 24.4.1) the sale of the Property is not the supply of a going concern but is a taxable supply:

(a) the Buyer must pay to the Seller on demand the amount of any GST payable by the Seller in respect of the sale of the Property; and

(b) the Buyer indemnifies the Seller against any loss or expense incurred by the Seller in respect of that GST and any breach of cl. 24.4.5(a).

24.5 If this Contract says the Buyer and Seller agree that the margin scheme applies to the supply of the Property, the Seller warrants that it can use the margin scheme and promises that it will.

24.6 If this Contract says the sale is a taxable supply, does not say the margin scheme applies to the sale of the Property, and the sale is in fact not a taxable supply, then the Seller must pay the Buyer on Completion an amount of one-eleventh of the Price.

24.7 On Completion the Seller must give the Buyer a tax invoice for any taxable supply by the Seller by or under this Contract.

25 Power of attorney

25.1 Any party who signs this Contract or any document in connection with it under a power of attorney must, on request and without cost, provide the other party with a true copy of the registered power of attorney.

26 Notices claims and authorities

26.1 Notices, claims and authorities required or authorised by this Contract must be in writing.

26.2 To serve a notice a party must:

(a) leave it at; or

(b) send it by a method of post requiring acknowledgment of receipt by the addressee to,

the address of the person to be served as stated in the Schedule or as notified by that person to the other as that person's address for service under this Contract; or

(c) serve it on that party's solicitor in any of the above ways; or

(d) by delivering it to an appropriate place in the facilities of a document exchange system in which the recipient solicitor has receiving facilities (and in the latter case service is deemed effected on the Business Day following delivery); or

(e) send it by facsimile to a party's solicitor, unless it is not received (a notice is taken to have been received at the time shown in the transmission report that the whole facsimile was sent).

26.3 A party's solicitor may give a notice, claim or authority on behalf of that party.

27 Unit title

27.1 The following clauses 28 to 39 inclusive apply if the Property is a Unit.

28 Definitions and interpretation

28.1 A reference in these clauses 28 to 39 inclusive to a section or Part is a reference to a section or Part of the Unit Titles Management Act.

28.2 For the purposes of a claim for compensation pursuant to cl. 39, the provisions of cl. 17 will apply provided that cl. 17.1.1(c) is amended to read "the Buyer does not give notice to the Seller waiving the claim, or so much of it as exceeds 5% of the Price within 14 days after receiving the notice".

29 Title to the Unit

29.1 Cl. 3.1, cl. 3.2 and cl. 3.3 do not apply.

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29.2 The Unit Title is or will before Completion be granted under the Planning Act and is or will before Completion be registered under the *Land Titles (Unit Titles) Act 1970.*

29.3 The Unit Title is transferred subject to the Units Plan under which the lease to the Unit is held.

30 Buyer rights limited

30.1 In addition to cl. 6, the Buyer cannot make any requisition on title or make a claim for compensation in respect of any Breach of Covenant of the Unit Title, any breach of the lease of the Common Property or breach of rules of the Owners Corporation disclosed in this Contract.

31 Adjustment of contribution

31.1 Any adjustment under cl. 8 must include an adjustment of the contributions to the Owners Corporation under s.78 and s.89.

32 Inspection of Unit

32.1 For the purposes of cl. 10.1 Property includes the Common Property.

33 Seller warranties

33.1 The Seller warrants that at the Date of this Contract:

33.1.1 To the Seller's knowledge, there are no unfunded latent or patent defects in the Common Property or Owners Corporation assets, other than the following:

(a) Defects arising through fair wear and tear; and

(b) Defects disclosed in this Contract;

33.1.2 The Owners Corporation records do not disclose any defects to which the warranty in cl. 33.1.1 applies;

33.1.3 to the Seller's knowledge, there are no actual, contingent or expected unfunded liabilities of the Owners Corporation that are not part of the Owners Corporation's normal operating expenses, other than liabilities disclosed in this Contract;

33.1.4 the Owners Corporation records do not disclose any liabilities of the Owners Corporation to which the warranty in cl. 33.1.3 applies;

33.1.5 the Seller or any occupier of the Unit has not committed any act or omission which may cause the Owners Corporation to incur any costs or perform any repairs;

33.1.6 there is no amount payable to the Owners Corporation by the Seller other than a contribution due under s. 78 and s. 89; and

33.1.7 except for an unregistered Units Plan, the rules of the Owners Corporation are, as appropriate:

(a) as set out in Schedule 4 to the Unit Titles Management Act; or

(b) in respect of a corporation established under the *Unit Titles Act 1970 (repealed)* and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012; or

(c) in respect of a corporation established under the Unit Titles Act and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012;

except for any alterations to those rules registered under s. 108.

33.2 For clauses 33.1.1 to 33.1.4 inclusive, a Seller is taken to have knowledge of a thing if the Seller has actual knowledge, or ought reasonably to have knowledge, of that thing.

33.3 The Seller warrants that at Completion:

33.3.1 to the Seller's knowledge, there are no circumstances (other than circumstances disclosed in this Contract) in relation to the affairs of the Owners Corporation likely to materially prejudice the Buyer.

33.4 For the purposes of cl. 7, Property includes the Common Property.

33.5 These warranties are in addition to those given in cl. 7.

34 Damage or destruction before Completion

34.1 If the Unit is destroyed or substantially damaged before Completion not due to the fault of either party then either party may by notice to the other rescind and cl. 21 applies.

34.2 For the purposes of cl. 34.1, the Unit is deemed to be substantially damaged if though not destroyed is unfit for the use to

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which it was being put at the Date of this Contract or, if not being used at that time, for the purpose permitted by the Unit Title.

35 Notice to Owners Corporation

35.1 The parties must comply with the rules of the Owners Corporation in relation to notification of the sale and purchase of the Unit.

36 Section 119 Certificate

36.1 On Completion the Buyer must pay to the Seller the fee as determined by the Minister pursuant to s. 119(5) for the Section 119 Certificate attached.

37 Unregistered Units Plan

37.1 This clause 37 applies if at the Date of this Contract, the Units Plan has not been registered.

37.2 The Seller must attach a copy of the proposed Units Plan or a sketch plan showing the location and dimensions of the Unit sufficient to enable the Buyer to determine the location and dimensions of the Unit in relation to other units and the Common Property in the proposed development.

37.3 If the Units Plan is not registered by the date specified in the Schedule, or elsewhere in this Contract, the Buyer may at any time after that date by notice served on the Seller require that the Units Plan be registered within 14 days of the service of the notice. If the Units Plan is not registered within the time limited by the notice the Buyer may at any time after expiry of the time in the notice rescind and cl. 21 will apply.

37.4 If the Seller notifies the Buyer that the Units Plan is registered before rescission under this clause, the Buyer will not be entitled to rescind under this clause.

37.5 The Buyer cannot make any objection or requisition on title or claim for compensation in respect of:

37.5.1 any minor variations to the Unit between the plan attached, and the Units Plan registered by the Registrar General; or

37.5.2 any minor alterations required by an authority or the Registrar General in the number, size, location or Unit Entitlement of any other unit in the Units Plan or in or to the Common Property provided the proportion of the Unit Entitlement of the Unit to the other units in the Units Plan is not varied.

In this clause, a minor variation is any variation less than 5% to either the size or value of the Unit described in the plan attached.

37.6 After the Owners Corporation has been constituted under s. 8, the Seller must cause the Owners Corporation to comply with the rules of the Owners Corporation and with Parts 2, 3, 4, 5 and 7 to the extent to which the Owners Corporation is required by law to comply with those provisions up to the Date for Completion.

37.7 The Seller must not permit the Owners Corporation to vary the rules of the Owners Corporation from those set out in Schedule 4 of the Unit Title Management Act.

37.8 If cl. 37.1 applies, the Seller must give to the Buyer a Section 119 Certificate at the Buyer's expense at least 7 days before Completion.

37.9 The parties acknowledge that the following must form part of this Contract:

37.9.1 the Default Rules;

37.9.2 details of any contract the Developer intends the Owners Corporation to enter, including—

(a) the amount of the Buyer's General Fund Contribution that will be used to service the contract; and

(b) any personal or business relationship between the Developer and another party to the contract;

37.9.3 the Developer's estimate, based on reasonable grounds, of the Buyer's General Fund Contribution for 2 years after the Units Plan is registered;

37.9.4 if a right to approve the keeping of animals during the Developer Control Period is reserved—details of the reservation, including the kind and number of animals; and

37.9.5 if a Staged Development of the Units is proposed—the proposed Development Statement and any amendment to the statement.

37.10 The Developer warrants that the information disclosed under the items referred to in clauses 37.9.1 to 37.9.5 inclusive is accurate.

37.11 The Buyer may, by written notice given to the Developer, cancel this Contract before Completion if:

37.11.1 the information disclosed within the items referred to in clauses 37.9.1

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to 37.9.5 inclusive is incomplete or inaccurate; and

37.11.2 the Buyer is significantly prejudiced because the disclosure is incomplete or inaccurate.

38 Cancellation of Contract

38.1 The Buyer may, by written notice given to the Seller, cancel this Contract if there would be a breach of a warranty provided in any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4 or 33.3.1, were this Contract completed at the time it is cancelled.

38.2 A notice under cl. 38.1 must be given:

38.2.1 if this Contract is entered before the Units Plan for the Unit is registered – not later than 3 days before the Buyer is required to complete this Contract; or

38.2.2 in any other case – not later than 14 days after the later of the following happens:

(a) the Date of this Contract;

(b) another period agreed between the Buyer and Seller ends.

38.3 If the Buyer cancels this Contract, the Seller must repay any amount paid to the Seller towards the purchase of the Unit and otherwise the provisions of cl. 21 will apply.

39 Claims for compensation

39.1 This clause 39 applies if, before Completion, the Buyer reasonably believes that, except as disclosed in this Contract, there would be a breach of a warranty established under any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4 or 33.3.1 were this Contract to be completed.

39.2 The Buyer may, by written notice given to the Seller:

39.2.1 tell the Seller:

(a) about the breach; and

(b) that the Buyer will complete this Contract; and

39.2.2 claim compensation for the breach.

39.3 A notice under cl. 39.2 must be given:

39.3.1 if this Contract is entered before the Units Plan for the Unit is registered – not later than 3 days before the Buyer is required to complete this Contract; or

39.3.2 in any other case – not later than 14 days after the later of the following happens:

(a) the Buyer's copy of the Contract is received by the Buyer;

(b) another period agreed between the Buyer and Seller ends.

40 Community title

40.1 The following clauses 41 to 50 inclusive apply if the Property is, or will on Completion form, a Lot within a Community Title Scheme.

41 Definitions and interpretation

41.1 A reference in these clauses 40 to 50 inclusive to a section or Part is a reference to a section or Part of the Community Title Act.

42 Buyer rights limited

42.1 In addition to cl. 6, the Buyer cannot make any requisition on title or make a claim for compensation in respect of any breach of the lease of the Common Property or breach of rules or by-laws of the Community Title Body Corporate disclosed in this Contract.

43 Adjustment of contribution

43.1 Any adjustment under cl. 8 must include an adjustment of the contributions to the fund under s.45.

44 Inspection of property

44.1 For the purposes of cl. 10.1 Property includes the Common Property.

45 Unregistered Community Title Scheme

45.1 This clause 45 applies if at the Date of this Contract, the Community Title Scheme has not registered.

45.2 The Seller must attach a copy of the proposed Community Title Master Plan, or a sketch plan showing the location and dimensions of the Lot sufficient to enable the Buyer to determine the location and dimensions of the Lot in relation to other lots and the Common Property in the proposed scheme.

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45.3 The Seller must attach a copy of the proposed Community Title Management Statement.

45.4 The Buyer cannot make any objection or requisition on title or claim for compensation in respect of:

45.4.1 any minor variations to the Lot between the plan attached, and the registered Community Title Master Plan; or

45.4.2 any minor alterations required by an authority or the Registrar General in the number, size, location or entitlement of any other Lot in the Community Title Scheme or in or to the Common Property provided the proportion of the entitlement of the Lot to the other lots in the Community Title Scheme is not varied; or

45.4.3 any minor variations between the proposed Community Title Management Statement and the registered Community Title Management Statement;

In this clause, a minor variation is any variation less than 5% to either the size or value of the Lot described in the plan attached and referred to in the proposed Community Title Management Statement.

45.5 The Seller must not permit the Community Title Body Corporate to vary the by-laws of the Community Title Scheme from those set out in Schedule 1 of the Community Title Act, unless otherwise disclosed in this Contract.

45.6 After the Community Title Body Corporate has been constituted under s. 30, the Seller must cause the Community Title Body Corporate to comply with Part 8 to the extent to which the Community Title Body Corporate is required by law to comply with those provisions up to the Date for Completion.

46 Incomplete development of Community Title Scheme

46.1 This clause 46 applies if at the Date of this Contract, development of the Community Title Scheme has not completed.

46.2 Until the development of a Community Title Scheme is finished, the Developer warrants to the Buyer that the development will be carried out in accordance with the scheme.

46.3 Without limiting the damages recoverable for breach of the warranty in cl. 46.2, the Buyer may recover damages for the loss of a reasonably expected capital appreciation of the Lot that would have resulted from completion of the development in accordance with the terms of the Community Title Scheme.

47 Incomplete development of Lot

47.1 This clause 47 applies if at the Date of this Contract, the Lot is to be developed or further developed in accordance with the Community Title Scheme. For clarity, this clause does not apply if an unconditional Compliance Certificate has issued before the Date of this Contract and the Seller gives to the Buyer evidence acceptable to the Registrar General that an unconditional Compliance Certificate has issued for the Lot, or if the Seller gives an unconditional Compliance Certificate to the Buyer on Completion.

47.2 The Buyer becomes bound to develop the Lot in accordance with the Community Title Scheme;

47.3 The Seller must give written notice of the proposed sale of the Lot to the Planning and Land Authority;

47.4 The Buyer must:

47.4.1 give to the Planning and Land Authority a written undertaking to develop the Lot in accordance with the Community Title Scheme (if a form is approved for an undertaking, the form must be used); and

47.4.2 give the Planning and Land Authority any security required by the Planning and Land Authority, within 28 days after notice of the transaction was given to the Planning and Land Authority, for the development of the Lot in accordance with the Community Title Scheme.

48 Required first or top sheet

48.1 The Seller must give to the Buyer, before the Buyer enters into this Contract, a Section 67 Statement.

48.2 The Section 67 Statement must:

48.2.1 state that the Lot is included in a Community Title Scheme that imposes obligations on the owner of the Lot;

48.2.2 state the name and address of:

(a) the body corporate of the scheme; or

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(b) if it is the duty of the Community Title Body Corporate manager to act for the Community Title Body Corporate in supplying Section 56 Certificates - the manager;

48.2.3 state the amount of annual contributions currently fixed by the Community Title Body Corporate as payable by the owner of the Lot;

48.2.4 identify improvements on common property of the scheme for which the owner of the Lot is responsible;

48.2.5 be signed by the Seller or a person authorised by the Seller; and

48.2.6 be substantially complete.

48.3 The Seller must attach to this Contract, as a first or top sheet, a copy of the Section 67 Statement given to the Buyer under cl. 48.1.

48.4 The Buyer may rescind this Contract if:

48.4.1 the Seller has not complied with clauses 48.1 and 48.3; and

48.4.2 Completion has not taken place.

49 Notice to Community Title Body Corporate

49.1 The parties must comply with the rules and by-laws of the Community Title Body Corporate in relation to notification of the sale and purchase of the Lot.

50 Section 56 Certificate

50.1 The Seller must give to the Buyer a Section 56 Certificate at least 7 days before Completion.

50.2 On Completion, the Buyer must pay to the Seller the fee charged for the Section 56 Certificate.

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