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
		---	---	35	123	Nicholls
		and known as 5 Peken Place, Nicholls ACT 2913				
SELLER	Full name ACN/ABN Address	Phillip John SWAN and Ruth Maree SWAN 5 Peken Place, Nicholls ACT 2913				
SELLER SOLICITOR	Firm Ref Phone Fax DX/Address	BATTERHAM & CO. Ken Batterham (02) 6295 1722 (02) 6295 1723 PO Box 3254, Manuka ACT 2603/11 Fitzroy Street, Forrest ACT 2603				
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	All fixed floor coverings, window treatments, light fittings, dishwasher, external television antenna and remote for garage as inspected				
DATE FOR REGISTRATION OF UNITS PLAN						
DATE FOR COMPLETION		Within 6 weeks of 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	$	(GST inclusive unless otherwise specified)
	Less Deposit	$	(10% of Price)
	Balance	$	
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

© Copyright The Law Society of the Australian Capital Territory 2013

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			

© Copyright The Law Society of the Australian Capital Territory 2013

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.**

©Copyright The Law Society of the Australian Capital Territory 2013

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;

©Copyright The Law Society of the Australian Capital Territory 2013

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,

©Copyright The Law Society of the Australian Capital Territory 2013

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

©Copyright The Law Society of the Australian Capital Territory 2013

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

©Copyright The Law Society of the Australian Capital Territory 2013

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

©Copyright The Law Society of the Australian Capital Territory 2013

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:

©Copyright The Law Society of the Australian Capital Territory 2013

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;

©Copyright The Law Society of the Australian Capital Territory 2013

(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

©Copyright The Law Society of the Australian Capital Territory 2013

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 10 % per annum calculated on a daily basis from the date 7 days after the Date for Completion to Completion; and

**Insert percentage*

**Alter as necessary*

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.

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

©Copyright The Law Society of the Australian Capital Territory 2013

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.

©Copyright The Law Society of the Australian Capital Territory 2013

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

©Copyright The Law Society of the Australian Capital Territory 2013

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

©Copyright The Law Society of the Australian Capital Territory 2013

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.

©Copyright The Law Society of the Australian Capital Territory 2013

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

©Copyright The Law Society of the Australian Capital Territory 2013

(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.

©Copyright The Law Society of the Australian Capital Territory 2013

TENDER CONDITIONS

These are the terms upon which the tender for the sale of the property described in the Contract for Sale ("the Contract") will be conducted.

1. Definitions

"Acceptance Date" means 5.00pm on the day seven days after the Closing Date
"Buyer" means the person submitting the tender to the Seller's Agent
"Closing Date" means 5.00pm on Thursday 13 November 2014
"Deposit" means 10% of the Purchase Price
"Purchase Price" means the price tendered by the Buyer for the Property
"Property" means 5 Peken Place, Nicholls
"Seller" means the person named as the Seller in the Contract
"Seller's Agent" means the person named as the Seller's Agent in the Contract

2. How to tender

To tender for the Property you must provide to the Seller's Agent named in the Contract by the Closing Date the following -

(a) a signed copy of the Contract with the following items completed on the first page of the Contract -
  (i) the Buyer's full name and address;
  (ii) details of co-ownership (if applicable);
  (ii) the Purchase Price tendered for the Property;
  (iv) the Buyer's Solicitor's name and address; and

(b) a cheque in favour of the Seller's Agent's trust account or a bank guarantee or deposit bond in favour of the Seller equal to 10% of the Purchase Price.

3. Conditions

(a) The Seller is free to accept or reject any tender before the Acceptance Date and is free to negotiate with any tenderer.

(b) The Seller's Agent will notify the Buyer's Solicitor if the Buyer's tender has been accepted.

(c) If the Buyer's tender is not accepted, the Seller's Agent will return the deposit, bank guarantee or deposit bond provided to the Seller's Agent to the Buyer's Solicitor within seven days of the Acceptance Date.

(d) A tender once submitted constitutes an irrevocable offer to purchase the Property for the Purchase Price and on the terms and conditions set out in the Contract and may not be withdrawn and remains open and able to be accepted by the Seller until the Acceptance Date.

(e) The Seller may accept an offer contained in a tender by signing a counterpart of the tendered Contract for Sale. Once signed and dated the parties thereto will be unconditionally bound to buy and sell the Property for the Purchase Price and on the terms and conditions in the Contract.

ORIGINAL

Sections 180 and 181 apply to clauses 2(c) and (d)

Form 'U'

CANCELLED AND COMPUTER CERTIFICATE OF TITLE ISSUED

AUSTRALIAN CAPITAL TERRITORY
LAND (PLANNING AND ENVIRONMENT) ACT 1991

Australian Capital Territory (Planning and Land Management) Act 1988 (C'th) ss 29, 30 & 31

Entered in Register Book Vol. 1601 Folio 44

28 JUN 2001

Andrew Taylor
Registrar-General

LEASE GRANTED pursuant to the Land (Planning and Environment) Act 1991 on the twelfth day of June Two thousand and one WHEREBY THE AUSTRALIAN CAPITAL TERRITORY EXECUTIVE ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA (hereinafter called "the Commonwealth") grants to **HARCOURT HILL PTY. LIMITED A.C.N. 058 752 980 having its registered office at c/- Clayton Utz 9th floor Canberra House 40 Marcus Clarke Street Canberra City in the Australian Capital Territory** (hereinafter called "the Lessee") ALL THAT piece or parcel of land situate in the Australian Capital Territory containing an area of **911 square metres** or thereabouts and being **Block 35 Section 123 Division of Nicholls** as delineated on **Deposited Plan Number** 9663 in the Registrar-General's Office at Canberra in the said Territory (hereinafter referred to as "the land") RESERVING unto the Territory all minerals TO HOLD unto the Lessee for the term of ninety-nine years commencing on the twelfth day of June Two thousand and one (hereinafter called "the date of the commencement of the lease") to be used by the Lessee for the purpose set forth in sub-clause (g) of clause 2 of this lease only YIELDING AND PAYING THEREFOR during the said term rent at the rate of five cents per annum if and when demanded and UPON AND SUBJECT TO the covenants conditions and agreements hereinafter contained.

1. IN THIS LEASE unless the contrary intention appears:

(a) "Australian Capital Territory Executive" means the Executive established by section 36 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);

(b) "building" means any building or structure, as those terms are defined in s222 of the Land (Planning and Environment) Act 1991 which requires approval under Part 6 of that Act;

(c) "dwelling" means a room or suite of rooms used as a separate domicile and includes outbuildings;

(d) "Lessee" shall -

(i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;

(ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common 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 their and each of their assigns and the executors administrators and assigns of the survivor of them; and

(iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;

(e) "outbuilding" means a shed, garage or similar structure which is ancillary to the permitted use of the land as specified in Clause 2(g) of the lease;

(f) "premises" means the land and any building or other improvements on the land;

(g) "Territory" means -

(i) when used in a geographical sense the Australian Capital Territory; and

(ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th).

(h) Words in the singular include the plural and vice versa; words importing one gender include the other gender.

2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

(a) That the Lessee shall pay to the Territory at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Territory relating thereto and served on the Lessee;

(b) That the Lessee shall within twelve months from the date of the commencement of the lease or within such further time as may be approved in writing by the Territory for that purpose commence to erect a dwelling (with necessary and usual outbuildings and fences) on the land at a cost not less than the sum of forty thousand dollars and in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Territory;

(c) That the Lessee shall within twenty four months from the date of the commencement of the lease or within such further time as may be approved in writing by the Territory complete the erection of the said dwelling in accordance with the said plans and specifications and in accordance with every Statute Ordinance or Regulation applicable thereto;

(d) That the Lessee shall within twenty four months from the date of the commencement of the lease or within such further time as may be approved in writing by the Territory provide facilities on the land to a standard acceptable to the Territory to enable electrical and telephone cables and wires to be installed underground;

(e) That the Lessee shall at all times during the said term maintain repair and keep in repair the premises to the satisfaction of the Territory;

(f) That the Lessee shall not without the previous approval in writing of the Territory erect any building, or make any structural alterations to any building, on the land;

(g) To use the land for the purposes of a single dwelling only;

(h) That the Lessee shall not in the period during which the Lessee is required by this lease to erect a dwelling upon the land remove lop prune or damage or allow to be removed lopped pruned or damaged any tree selected by the Territory as being a tree which is to be preserved upon the land without the prior consent in writing of the Territory;

(i) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the premises the Territory may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the Territory is of the opinion that a building or some other improvement on the land is beyond reasonable repair the Territory may by notice in writing to the Lessee require the Lessee to remove the building or improvement and may require the Lessee to construct a new building or improvement in the place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Territory any person or persons duly authorised by the Territory with such equipment as is necessary may enter the premises and carry out the necessary work and all costs and expenses incurred by the Territory in carrying out the work shall be paid by the

Lessee to the Territory on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Territory by the Lessee;

(j) Subject to the provisions of the Land (Planning and Environment) Act 1991 to permit any person or persons authorised by the Territory to enter and inspect the premises at all reasonable times and in any reasonable manner;

(k) To pay all rates and charges and other statutory outgoings assessed levied or payable in respect of the premises as and when the same fall due.

3. IT IS MUTUALLY COVENANTED AND AGREED as follows:

(a) That if -

(i) a dwelling in accordance with sub-clause (b) of clause 2 of this lease is not commenced within the period specified in the said sub-clause;

(ii) a dwelling in accordance with sub-clause (b) of clause 2 of this lease is not completed within the period specified in sub-clause (c) of the said clause;

(iii) services in accordance with sub-clause (d) of clause 2 of this lease are not completed within the period specified in the said sub-clause;

(iv) after completion of a dwelling as aforesaid the land is at any time not used for a period of one year for the purpose for which this lease is granted; or

(v) the Lessee shall fail to observe or perform any other of the covenants herein contained on the part of the Lessee to be observed or performed and shall have failed to remedy such breach within a period of six months from the date of service on the Lessee of a notice in writing from the Territory specifying the nature of such breach

the Territory may terminate this lease but without prejudice to any claim which the Territory or 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 or other moneys by the Territory during or after any period referred to in paragraph (i) (ii) (iii) (iv) or (v) of sub-clause (a) of this clause shall not prevent or impede the exercise by the Territory of the powers conferred upon it by sub-clause (a) of this clause;

(c) Subject to the provisions of the Land (Planning and Environment) Act 1991 the Lessee shall be entitled to a further lease of the land for such further term and at such rent and subject to such conditions as may then be provided or permitted by Statute Ordinance or Regulation;

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

(e) Any and every right power and or remedy conferred on the Commonwealth the Territory or

the respective Ministers hereunder or implied by law may be exercised on behalf of the Commonwealth the Territory or respective Ministers as the case may be by:

(i) the Australian Capital Territory Executive;

(ii) the Minister for the time being administering the Land (Planning and Environment) Act 1991 or any Statute Ordinance or Regulation substituted therefor;

(iii) an authority or person for the time being authorised by the Australian Capital Territory Executive or the Minister referred to in (i) or (ii) above or by law to exercise those powers or functions of the Commonwealth the Territory or the relevant Minister; or

(iv) the person to whom the Minister referred to in (ii) above has delegated all his powers or functions under the said Land (Planning and Environment) Act 1991 or any Statute Ordinance or Regulation substituted therefor.

IN WITNESS whereof the Australian Capital Territory Executive on behalf of the Commonwealth and the Lessee have executed this lease.

SIGNED SEALED AND DELIVERED)
by RONALD ROY BROOKER)
a person duly authorised by the Australian Capital)
Territory Executive for and on behalf of the)
Commonwealth in the presence of:)

The Common Seal of HARCOURT HILL PTY.)
LIMITED was hereunto affixed by authority of the)
Board of Directors in the presence of:)

Volume 1601 **Folio** 44 **Edition** 3

AUSTRALIAN CAPITAL TERRITORY

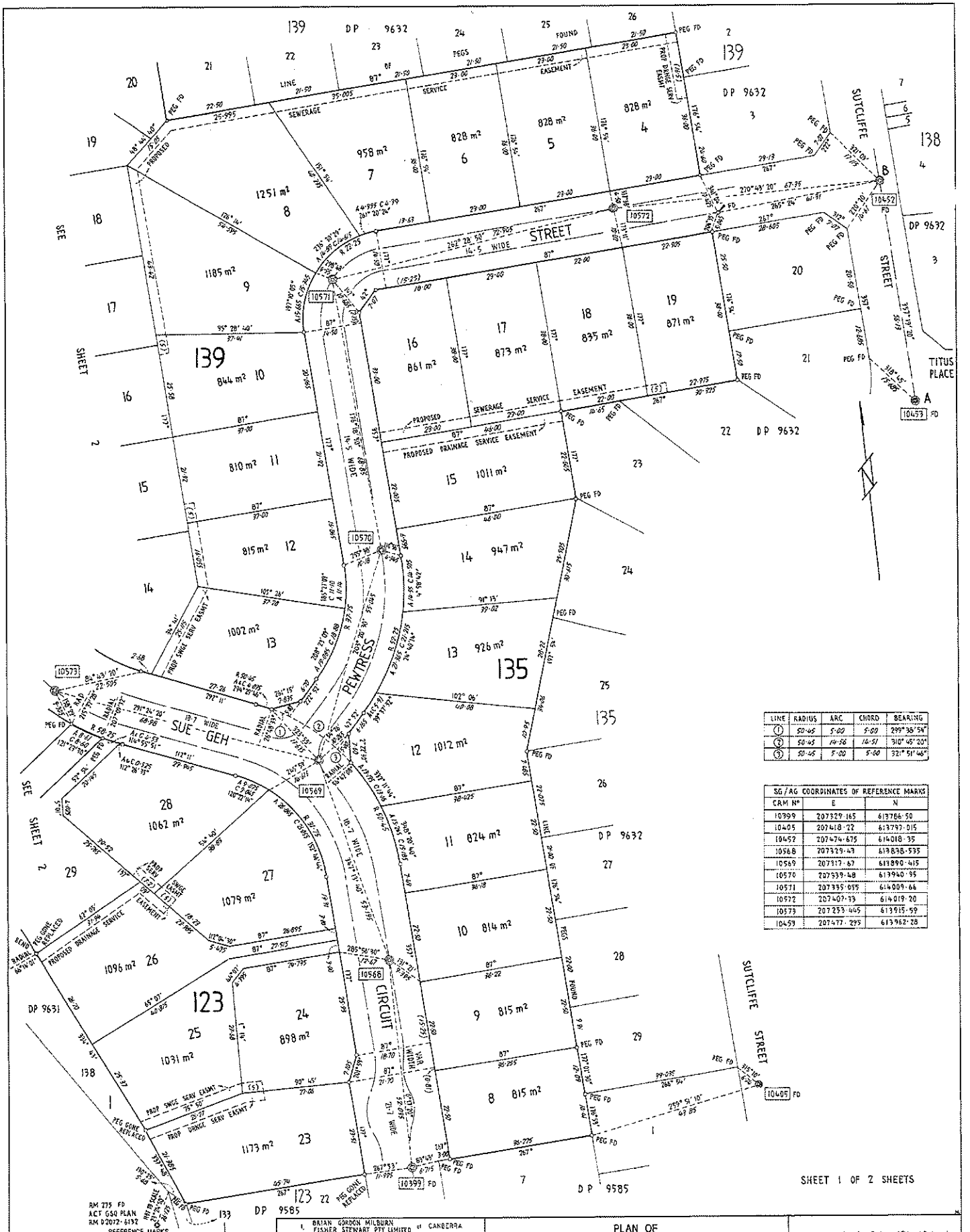
TITLE SEARCH

Nicholls Section 123 Block 35 on Deposited Plan 9663
Lease commenced on 12/06/2001, granted on 12/06/2001, term of 99 years
Area is 911 square metres or thereabouts

Joint Tenants:
Phillip John Swan
Ruth Maree Swan

Registered Date	Dealing Number	Description
		Original title is **Volume** 1601 **Folio** 44 Purpose Clause: Refer Crown Lease S.180 Land Act 1991: Current
17/02/2011	1728932	Mortgage to Westpac Banking Corporation
		End of interests

This data (excluding administrative interests) is certified correct by the Registrar-General at 13:58:00 on 12/09/2014
Unregistered dealings have not been formally recorded in the register.



LINE	RADIUS	ARC	CHORD	BEARING
1	50·45	5·00	5·00	299° 36' 54"
2	50·45	14·58	14·51	310° 45' 20"
3	50·45	5·00	5·00	321° 51' 46"

SG/AG COORDINATES OF REFERENCE MARKS		
CRM N°	E	N
10399	207329·165	613784·50
10405	207418·22	613792·015
10452	207474·675	614018·35
10568	207329·49	613838·535
10569	207317·67	613890·415
10570	207339·48	613940·95
10571	207335·095	614009·66
10572	207407·33	614019·20
10573	207253·445	613915·59
10459	207477·295	613982·28

SHEET 1 OF 2 SHEETS

RM 275 FD
ACT GSO PLAN
RM 20072-6192
REFERENCE MARKS

- Denotes CIP in ground 150 radially from TP
- PLAQUE IN KERB
- DEEP DRIVEN ROD
- DRAW IR KERB

(Except as otherwise shown)

Azimuth: A-B (Strom)

All Easements are 2.5 metres wide
(Except as otherwise shown)

Field Books:

Ref: 9768/80501-10P

I, BRIAN GORDON MILBURN of CANBERRA FISHER STEWART PTY LIMITED a surveyor registered under the Surveyors Act 1967 hereby certify that the survey represented on this plan is accurate and has been made in accordance with Survey Practice Directions and was completed on 30 APRIL 2001

(Signature) 8-5-2001

Surveyor registered under the Surveyors Act 1967

I certify that the plan is the plan prepared in accordance with the Districts Act 1966

29.5.2001

Chief Surveyor of the ACT Government

PLAN OF
BLOCKS 23-36 SECTION 123 BLOCKS 8-19 SECTION 135
BLOCKS 4-20 SECTION 139
BLOCKS 2-10&12 SECTION 140
BEING A SUBDIVISION OF BLOCK 136 SECTION 1
DIVISION: NICHOLLS
DISTRICT: GUNGAHLIN
AUSTRALIAN CAPITAL TERRITORY

SCALE 1 : 500

0 5 10 20 30 METRES

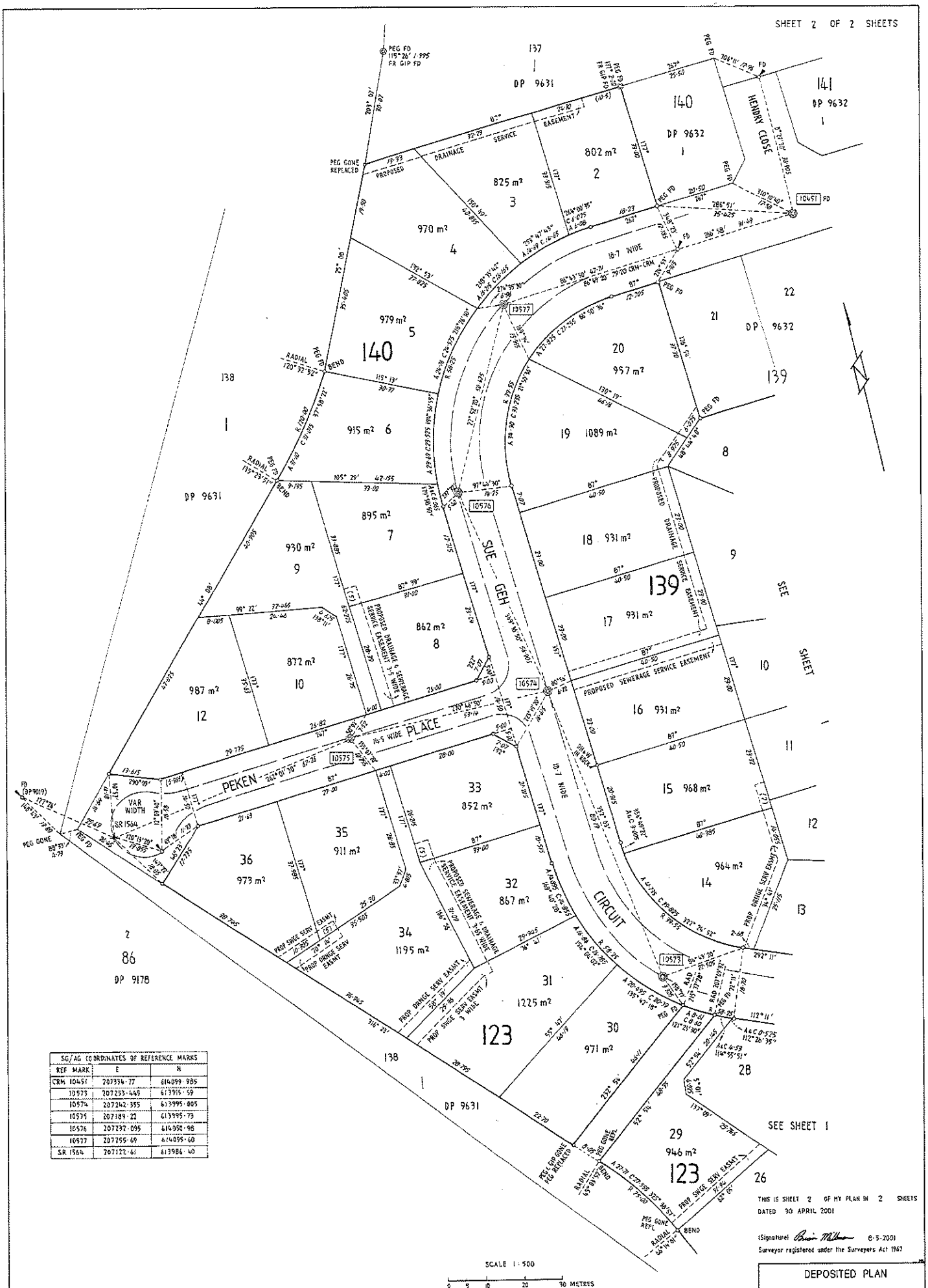
Deposited in the office of the Registrar of Titles at Canberra in the Australian Capital Territory the twenty eighth day of June 2001 at — minutes past two o'clock in the afternoon

Andrew Taylor
Registrar-General

Registrar of Titles

DEPOSITED PLAN
9663/1
AMENDS DP 9631

X1711G/1



SG/AG COORDINATES OF REFERENCE MARKS		
REF MARK	E	N
CRM 10451	207334·77	614099·985
10573	207253·449	613915·59
10574	207242·355	613995·805
10575	207189·22	613995·73
10576	207232·095	614050·98
10577	207255·69	614095·60
SR 1564	207122·61	613986·40

SCALE 1:500

0 5 10 20 30 METRES

THIS IS SHEET 2 OF MY PLAN IN 2 SHEETS
DATED 30 APRIL 2001

(Signature) 6-5-2001
Surveyor registered under the Surveyors Act 1967

DEPOSITED PLAN

9663/2

9768 / 80501·100

X17116/2

ACT Government
Environment and Sustainable Development

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	35	Section	123	Suburb	NICHOLLS

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: 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: 12-SEP-14 15:15:56

Applicant's Name : Batterham & Co
E-mail Address : ken@batterham.org
Fax Number :
Client Reference : 14/12102

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 Government
Environment and Sustainable Development

Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

INFORMATION ABOUT THE PROPERTY

NICHOLLS Section 123/Block 35

Area(m2): 911.4
Unimproved Value: $427,000 **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.

ACT Government
Environment and Sustainable Development

Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA20023038 **Lodged** 08-JUL-02 **Type** Single Dwelling

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

Description
Courtyard Wall.

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

District	Division	Section	Block(s)	Unit
Gungahlin	Nicholls	123	35-35	

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

Role	Name
Applicant	Classic Constructions
Objector	Higgins

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

Activity Name	Status
Ba Single Hse (Neighbour Cons)	Approved

Application DA20013563 **Lodged** 30-AUG-01 **Type** Single Dwelling

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

Description
New Residence

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

District	Division	Section	Block(s)	Unit
Gungahlin	Nicholls	123	35-35	

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

Role	Name
Applicant	Classic Constructions

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

Activity Name	Status
Ba Single Hse (Neighbour Cons)	Approved

ACT Government
Environment and Sustainable Development

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.

Sect	Blk	DA No.	Description	Overlay Policy	Status
86	14	201222780	INDOOR RECREATION FACILITY AND SIGNAGE. Proposal to provide a new indoor sports facility with additional carpark and signage.	Approval Conditional	28-JUN-13
86	14	201324434	Proposed amendments to DA 201425183 still under consideration. Proposal to amend "shop" to be a standalone use on Block 11 Section 86 Nicholls.	Approval Conditional	06-AUG-14

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

ACT Government
Environment and Sustainable Development

Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

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: 5 Peken Place - Nicholls

Report Number: 18263

Date of Inspection: 23/09/2014

Energy Rating: 4.5 Stars

Bedrooms: 4

Lower Floor Area: 35m²+ Garage Area: 46m²

Upper Floor Area: 282 m²

Condition of home: Good

Repairs required: No

K P R Reports Pty Ltd

'ACTPRO'
PO Box 401
CALWELL ACT 2905

02 62919950

K P R REPORTS PTY LTD
T/A ACTPRO

'The Inspection Specialists'

A.B.N.: 87 001 956 716

Bill To:

Mr P. & Mrs R. Swan
5 Peken Place
NICHOLLS ACT 2913

Invoice #: 00001403

DATE 22/09/2014

	YOUR NO.			SHIP DATE	TERMS		
SALESPERSON	**26 18263**			22/09/2014			

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

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
	N-T	0%	$0.00	$138.00

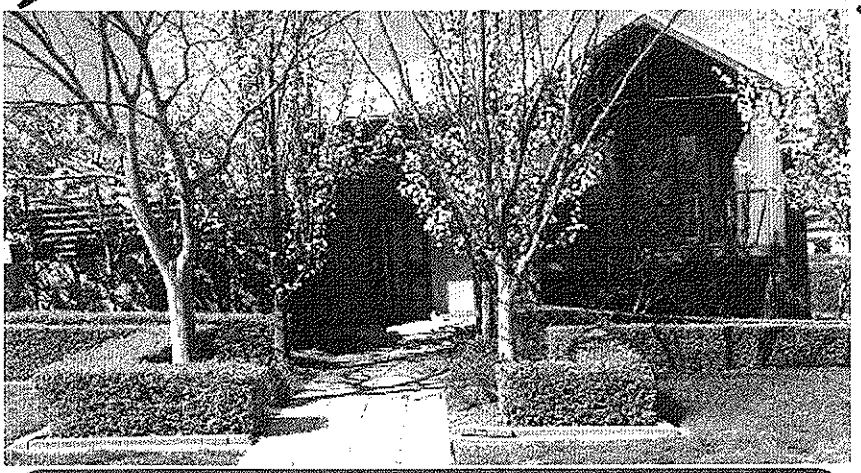
SALE AMOUNT	$895.00
FREIGHT	$0.00
GST	$68.82
TOTAL	$895.00
PAID TODAY	$0.00
BALANCE	**$895.00**

MYOB Forms by Forms Express - Ph (Aust) 1 300 780 159 (NZ) 0 800 442 933 www.formsexpress.com.au Stock code '04-114'

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

BUILDING REPORT



KPR Reports Pty Ltd
trading as ACTPRO

DATE OF INSPECTION: 23rd of September, 2014
OUR REFERENCE NUMBER: A/18263
Refer Property: 5 Peken Place, Nicholls

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, rendered brick residence constructed on a concrete slab to a standard block. There is Colourbond roof sheeting and timber window frames to the home. A double garage has been built to the right hand side, under the floorline of the residence. The fold-a-line and a Rinnai Infinity hot water service have been installed to the left 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.
- Paintwork is in a good condition. Painting is an ongoing maintenance item to protect the timbers from the natural elements.
- Colourbond fascias are in a good condition.
- Landscaped gardens are in a good condition.
- Fold-a-line is in a good condition.
- Upper level balcony off the lounge room is in a good condition.
- Decking and handrail are in a good condition.
- Front verandah is in a good condition.
- Tiled concrete porch is in a good condition.
- Tiled concrete porch and steps to the rear are in a good condition.
- Steel and timber railing is in a good condition.
- Paved and exposed aggregate paths are in a good condition.
- Stone retainer walls to the front and side are in a good condition.
- Exposed aggregate driveway is in a good condition.

GARAGE.

- Internally accessed garage is in a good condition.
- Panel lift door with remote control is in a good condition.

FENCES.

- Paling fences to the left hand side are in a fair condition. Fences are covered with vegetation.
- Paling fences to the rear are in a fair condition.
- Brick fences to the front are in a good condition.
- Metal and timber gates to the front and left hand side are in a good condition.

WINDOWS.

- Timber window frames are in a good condition.
- Flyscreens fitted to the windows are in a good condition.

EXTERNAL DOORS.

- External doors to the front and laundry are fitted with a deadlock and in a good condition.
- External door to the side is in a good condition.

ROOF.

- Pre-fabricated Radiata roof trusses appear 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 fibreglass batts to the ceilings of 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.

INTERNAL.

- Gyprock walls and ceilings are in a good condition.
- Paintwork is in a good condition.
- Carpets and tiles are laid to the floors.

Note* the residence is 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.

- There is electric in-slab heating to the residence.
- A heating unit has been ducted to the ceilings.

ENTRY.

- Gyprock walls and ceiling are in a good condition.
- Tiles laid to the floor are drummy.

LOUNGE ROOM.

- Gyprock walls and ceiling are in a good condition.
- Tiles laid to the floor are drummy.
- Holland blinds are fitted to the four windows and glass sliding door.

DINING ROOM.

- Gyprock walls and ceiling are in a good condition.
- Tiles laid to the floor are drummy.
- Curtains are fitted to the two windows.

FAMILY ROOM.

- Gyprock walls and ceiling are in a good condition.
- Tiles laid to the floor are drummy.
- Roman blinds are fitted to the two windows and glass sliding door.

STUDY – lower level.

- Gyprock walls and ceiling are in a good condition.
- Carpet is laid to the floor.
- Vision blinds are fitted to the four windows and glass sliding door.

KITCHEN and MEALS AREA.

- Gyprock walls and ceiling are in a good condition.
- Tiles laid to the floor are drummy.
- Roman blinds are fitted to the three windows.
- There are locks to the windows.
- 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.

LAUNDRY.

- Cavity sliding door is in a good condition.
- Villaboard walls and gyprock ceiling are in a good condition.
- Tiles are laid to the floor.
- No window dressings are fitted to the window.
- There is a lock to the window.
- Laundry tub and taps are in a good condition.
- Five door storage cupboard and drawers are in a good condition.

HALLWAY.

- 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.
- Carpet is laid to the floor.

BEDROOM ONE.

- 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.
- Timber floorboards are laid to the floor.
- Venetian blinds are fitted to the two windows.
- There are locks to the windows.
- Walk-in-robe is in a good condition.

ENSUITE.

- Villaboard walls and gyprock ceiling are in a good condition.
- Wall tiles are in a good condition.
- Tiles are laid to the floor.
- Venetian blinds are fitted to the window.
- Twin basin vanity is in a good condition.
- Taps are in a good condition.
- Two mirrors are 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.
- Exhaust fan is in a good condition.

BEDROOM TWO.

- Gyprock walls and ceiling are in a good condition.
- Carpet is laid to the floor.
- Venetian blinds are fitted to the window.
- There is a lock to the window.
- Three door built-in-robe is in a good condition.

BEDROOM THREE.

- Gyprock walls and ceiling are in a good condition.
- Carpet is laid to the floor.
- Venetian blinds are fitted to the window.
- There is a lock to the window.
- Two door built-in-robe is in a good condition.

BEDROOM FOUR.

- Gyprock walls and ceiling are in a good condition.
- Carpet is laid to the floor.
- Venetian blinds are fitted to the window.
- There is a lock to the window.
- Two door built-in-robe is in a good condition.

BATHROOM.

- Villaboard walls and gyprock ceiling are in a good condition.
- Wall tiles are in a fair condition. Two hob tiles are cracked.
- Tiles are laid to the floor.
- Venetian blinds are fitted to the window.
- There is a lock to the window.
- Twin basin vanity is 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.
- Exhaust fan is in a good condition.

TOILET.

- Villaboard walls and gyprock ceiling are in a good condition.
- Tiles are laid to the floor.
- Venetian blinds are fitted to the window.
- There is a lock to the window.
- Dual flush toilet is in a good condition with no signs of leaks.

TOILET – lower level.

- Villaboard walls and gyprock ceiling are in a good condition.
- Tiles are laid to the floor.
- Pedestal basin is in a good condition.
- Taps are in a good condition.
- Mirror is in a good condition.
- Dual flush toilet is in a good condition with no signs of leaks.

OVERVIEW / COMMENTS.

This four bedroom home with a double garage has minor defects and maintenance requirements as noted within this report.
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.

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

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

Account to: P. & R. Swan
5 Peken Place
NICHOLLS ACT 2913

Reference: *18263-26/WM*

Re: Structure at: 5 Peken Place
NICHOLLS ACT 2913

Inspection Date: 23rd September, 2014
Report Prepared Date: 24th September, 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? No, 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. **Floor:** Concrete Slab. **Walls:** Brick Veneer. **Roof:** Colourbond. **Fences etc:** Timber.

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, Roof Void, Out Buildings, Exterior, Grounds, Fences, Other areas also inspected, if any, were: **Courtyard to front of dwelling, timber balcony to front right of dwelling and suspended concrete area to right of garage.**

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:

- 1.5 metres around the inside perimeter of the roof void, from the eave inwards due to the height between the ceiling joists and rafters.
- Roof void in saddled areas (valleys).

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:

- **Roof Void:** The presence of insulating materials, rendered a comprehensive inspection impractical. The ceiling joists, hanging beams, top plate and other ceiling timbers were not inspected. Visual inspection was obstructed because of air / heat conditioning ducting and/or equipment.
- **Interior:** Timbers in cupboards and built-in robes were concealed by clothing, personal items and other stored household items. Furniture and appliances obstructed the visual inspection of the floor and skirting boards.
- **Exterior:** Behind the down pipes because they were secured to the exterior cladding. The exterior of the dwelling because of garden vegetation.
- **Garage:** Garden tools and stored items obstructed the visual inspection inside the garage.
- **Fences:** The boundary fence 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 - Roof void - Exterior - Fences - Garage - Out Buildings.

1.7 Was the property furnished at the time of inspection? Yes.

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 Meterbox was locked at the time of 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.

---

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.

---

4. FUNGAL DECAY CAUSED BY WOOD DECAY FUNGI

4.1 Was evidence of wood decay fungi (wood rot) found? None found at the time of the inspection.

4.2 No damage was found at the time of the inspection.

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).

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 not applicable.

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 not applicable. 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? No, not required as it's an infill type slab.

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? Yes.

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 not able to assess.

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:

- Timber in ground contact / Non-durable timbers: **HIGH** *(fences)*

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.
- The large trees in the yard may have roots extending beneath the concrete slab which could allow for termite entry.

5.11 Other information:

- 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.

---

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 **23rd** day of **September** 2014

SIGNED FOR AND ON BEHALF OF: ACTPRO

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:** 23/09/2014

Street Address of the Property: 5 Peken Place

Suburb: Nicholls **Post Code:** 2913 **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
0 points 4.5 stars
23 SEP 2014
KEN ROCHE 01-0077
EER Accredited Assessor

HOUSE
ENERGY RATING

YOUR HOUSE ENERGY RATING IS: ★★★★☆ **4.5 STARS**
in Climate: 24
SCORE: 0 POINTS

Name:	P & R. SWAN	**Ref No:**	18263-26
House Title:	BL 35 SEC 123 - NICHOLLS	**Date:**	23-09-2014
Address:	5 PEKEN PLACE		
	NICHOLLS ACT		2913
Reference:	C:\ACTPRO\2014 EER'S\NI 123 035 0 00 00 000		
Total Floor Area:	Lower:35+Garage:46sq.mUpper:282sq.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

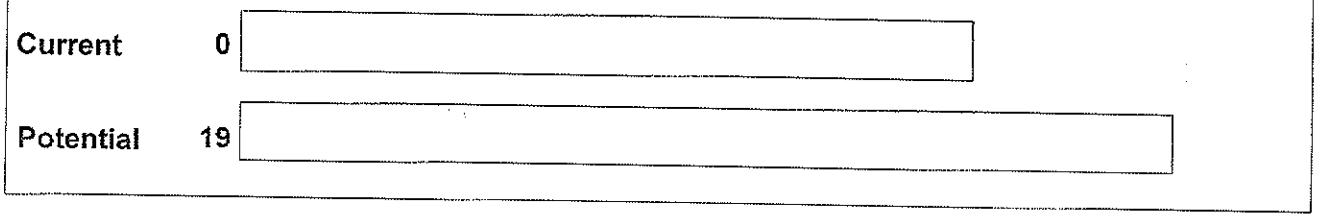
Heating:	Unknown Heater / Unknown Rating
Cooling:	Unknown Cooling / Unknown Rating
HotWater:	Unknown Hot Water System / Unknown Rating

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	15
Add westerly blinds	100 %	4

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	5	★★★★☆

Largest windows in the dwelling;

Direction : North

Area : 35 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	0	★★★★☆
2. North East	2	★★★★☆
3. East	5	★★★★★
4. South East	1	★★★★☆
5. South	-1	★★★★☆
6. South West	-6	★★★★
7. West	-6	★★★★
8. North West	-5	★★★★

FirstRate Mode
Climate: 24

RATING SUMMARY for: BL 35 SEC 123 - NICHOLLS, 5 PEKEN PLACE, NICHOLLS ACT

Assessor's Name: K.P. ROCHE
Net Conditioned Floor Area: 272.1 m²

Feature						Points		
						Winter	Summer	Total
CEILING						8	1	8
Surface Area:	1	Insulation:	8					
WALL						6	-1	6
Surface Area:	0	Insulation:	7	Mass:	-1			
FLOOR						12	1	12
Surface Area:	14	Insulation:	-5	Mass:	3			
AIR LEAKAGE (Percentage of score shown for each element)						9	0	9
Fire Place	0 %	Vented Skylights	0 %					
Fixed Vents	0 %	Windows	68 %					
Exhaust Fans	0 %	Doors	6 %					
Down Lights	0 %	Gaps (around frames)	27 %					
DESIGN FEATURES						0	1	1
Cross Ventilation	1							
ROOF GLAZING						0	0	0
Winter Gain	0	Winter Loss	0					
WINDOWS						-10	-18	-27

Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
N	35	13%	-15	19	-7	0
E	12	4%	-6	6	-2	0
S	6	2%	-6	2	-1	0
W	29	11%	-23	12	-12	0
Total	82	30%	-49	40	-22	-27

* 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 -1 points			Winter	Summer	Total
RATING	★★★★☆	**SCORE**	26	-16	5*

*** includes -5 points from Area Adjustment**

Detailed House Data

House Details

ClientName	P & R. SWAN
HouseTitle	BL 35 SEC 123 - NICHOLLS
StreetAddress	5 PEKEN PLACE
Suburb	NICHOLLS ACT
Postcode	2913
AssessorName	K.P. ROCHE
FileCreated	23-09-2014

Climate Details

State	
Town	Canberra
Postcode	2600
Zone	24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Concrete Slab on ground	No Subfloor	No	No	No	Carp	R0.0	28.0m²
2	Concrete Slab on ground	No Subfloor	No	No	No	Tiles	R0.0	7.0m²
3	Timber	NA	Yes	No	No	Carp	R0.0	104.4m²
4	Timber	NA	Yes	No	No	Tiles	R0.0	104.4m²
5	Timber	NA	Yes	No	No	Float Timb	R0.0	52.2m²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Veneer	No	R2.5	69.9m	2.4m
2	Framed: FC Sheet Clad	No	R2.5	18.9m	2.4m
3	Brick Veneer	No	R2.5	16.5m	2.4m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Attic - Standard	No	Yes	R5.0	282.0m²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	N	3.4m	2.0m	No	SG	TIMB	HP	No	2.0m	2.0m	0.4m
2	N	1.2m	1.3m	No	SG	TIMB	HP	No	2.0m	2.0m	0.4m
3	N	2.4m	3.6m	No	SG	TIMB	HP	No	2.0m	2.0m	1.4m
4	N	2.1m	2.4m	No	DG	TIMB	HP	No	1.2m	1.2m	0.7m
5	N	1.5m	0.9m	No	DG	TIMB	NC	No	1.2m	1.2m	0.7m
6	N	1.5m	0.9m	No	DG	TIMB	NC	No	1.2m	1.2m	0.7m
7	N	1.5m	0.9m	No	DG	TIMB	VE	No	0.1m	0.1m	0.0m
8	E	1.5m	2.4m	No	DG	TIMB	HB	No	0.1m	0.1m	0.0m
9	E	1.2m	1.5m	No	DG	TIMB	HB	No	0.1m	0.1m	0.0m
10	E	2.1m	0.8m	No	DG	TIMB	NC	No	2.0m	2.0m	0.4m
11	E	1.0m	0.6m	No	DG	TIMB	NC	No	2.0m	2.0m	0.4m
12	E	1.5m	1.5m	No	SG	ALSTD	VE	No	0.1m	0.1m	0.7m
13	E	0.9m	0.6m	Yes	SG	ALSTD	VE	No	0.1m	0.1m	0.7m
14	S	1.5m	1.5m	No	SG	ALSTD	VE	No	0.1m	0.1m	0.9m
15	S	1.5m	0.7m	No	SG	ALSTD	VE	No	0.1m	0.1m	1.5m
16	W	2.1m	3.0m	No	SG	ALSTD	VE	No	0.8m	0.8m	0.0m
17	W	2.1m	3.0m	No	SG	ALSTD	VE	No	0.8m	0.8m	0.0m
18	W	2.1m	2.4m	No	SG	ALSTD	HB	No	0.8m	0.8m	0.0m
19	S	2.1m	1.5m	No	SG	ALSTD	VE	No	0.2m	0.2m	0.5m
20	W	1.5m	2.4m	No	SG	ALSTD	VE	No	0.2m	0.2m	0.6m
21	W	1.5m	0.6m	Yes	SG	ALSTD	NC	No	0.2m	0.2m	0.6m
22	W	1.5m	0.6m	Yes	SG	ALSTD	NC	No	0.2m	0.2m	0.6m
23	W	2.1m	0.7m	No	DG	TIMB	HP	No	0.2m	0.2m	0.4m

24	W	2.1m	0.7m	No	DG	TIMB	HP	No	0.2m	0.2m	0.4m
25	W	2.1m	0.7m	No	SG	TIMB	HB	No	0.1m	0.1m	0.0m
26	W	2.1m	0.7m	No	SG	TIMB	HB	No	0.1m	0.1m	0.0m
27	N	2.4m	3.6m	No	DG	TIMB	NC	No	2.0m	2.0m	0.0m
28	E	0.4m	1.8m	No	DG	TIMB	NC	No	0.1m	0.1m	0.0m
29	E	0.4m	1.8m	No	DG	TIMB	NC	No	0.1m	0.1m	0.0m

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 ?	Yes
Is the Entry open to the Living Area ?	No
Area of Heavyweight Mass	0m²
Area of Lightweight Mass	0m²

	Sealed	UnSealed
Chimneys	0	0
Vents	0	0
Fans	0	0
Downlights	0	0
Skylights	0	0
Utility Doors	3	0
External Doors	3	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: 18263-26/AG

COMPLIANCE REPORT

Block 35, Section 123 of – **NICHOLLS**
Known as 5 Peken Place – **NICHOLLS**

Approval numbers and dates:

Plans for New Residence -	**Plan No.**	**014060/A**
Plan of Drainage -	**Plan No.**	**105595**
Surveyor's Certificate –		
Dated: 14/11/2001		
Certificate of Occupancy and Use	**Cert No.**	**014060N1C1**
For New Residence -	**Plan No.**	**014060/A**
Dated: 27/06/2002		

No 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 APPROVED AND IN COMPLIANCE WITH ACT REGULATIONS, FOR CONSTRUCTION TO THIS PROPERTY. THERE ARE NO UNAPPROVED STRUCTURES AT THIS PROPERTY.

K. P. Roche
ACTPRO Building Services
25th September, 2014

CONVEYANCING BUILDING FILE INDEX

SUBURB: Nicholls SECTION: 123 BLOCK: 35 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	014060/A	-	Residence					014060/A	$243,573		
		-	Survey				Y				
		-	Final								24-06-02
		-								014060/A 27-06-02	

Drainage Plan Number: 105595 Soil Classification Number: Yes

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: Keryn	Cost of application: $ 108.20	Date completed: 17-09-14

C. R. SAMUNDSETT
REGISTERED SURVEYOR

Phone address all correspondence to:
P.O. Box 3345 MANUKA
A.C.T. 2603
Phone: 0262865318
Fax : 0262865425

SURVEY REPORT

Ref. 8767

14.11.2001

The Manager
Classic Constructions
Unit 1 37 Jerrabomberra Parkway
JERRABOMBERRA 2619

Dear Sir,

Land in the Division of NICHOLLS, District of GUNGAHLIN in the Australian Capital Territory, containing an area of 911 square metres, having a frontage of 27.00 metres to Peken Place, being Block 35 of Section 123 as shown in Deposited Plan No 9663, and being the land shown edged in red on the sketch opposite.

As requested I have surveyed the land described above and I find that:

1. On the land and entirely within its boundaries stand the brick foundations of a residence to be known as No. 5 Peken Place.

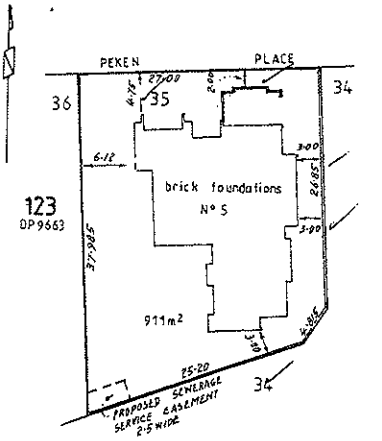
2. The relationship of the brick foundations to the boundaries is shown on the sketch opposite.

3. The land is subject to a proposed sewerage service easement 2.5 wide.

4. The brick foundations stand wholly upon the subject land without encroachment.

C. R. Samundsett
C.R. Samundsett
Registered Surveyor

SKETCH
Scale: 1:400



SITING OK

C. R. Samundsett

Registered under the Surveyors Act 1967 (A.C.T.)
Registered under the Surveyors Act 1929 (N.S.W.)

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. **014060N1C1**

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

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	*Suburb*	*Section*	*Block*
CLASSIC CONSTRUCTIONS (AUST) PTY LTD	NICHOLLS	123	35
Notice of Intention to Start Work Number	**Plan**		
014060N1	014060/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.

TED MILNE
Deputy Building Controller

27/6/2002
Date

BEPCON Copy

Plan No: 014060/A

15 NOV 2001

Received BEPCON

Planning and Land Management

The following inspections are required on this project:

☑ Footings ☑ Slabs ☑ Stormwater
☑ Floor Frame ☑ Pre Sheet ☑ Final
☐ Other.....

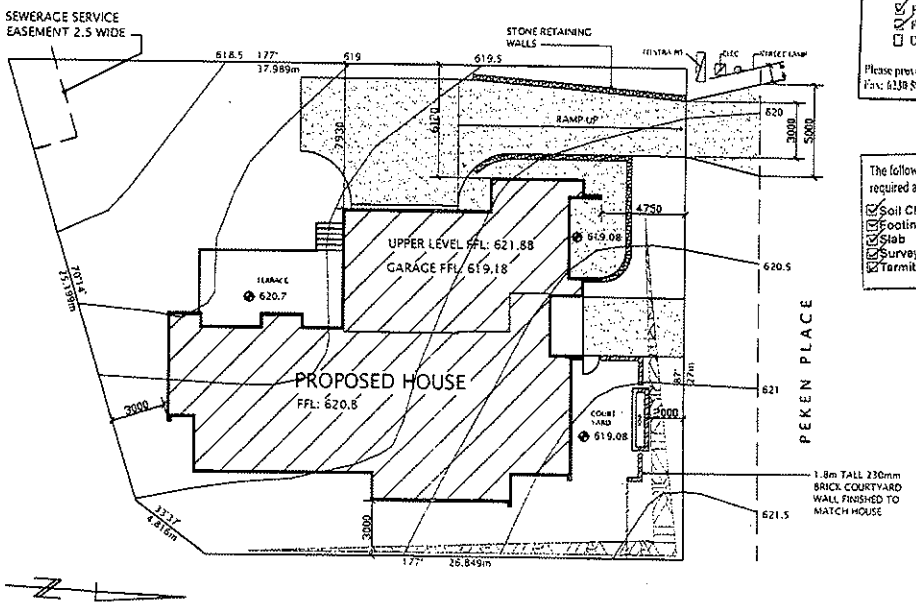
Please provide 24 hours notice when booking inspections
Fax: 6238 5979 Phone: 6230 1367

The following installation or inspection certificates are required at the prescribed inspection stages

☑ Soil Classification ☐ Structural Steel
☑ Footing ☑ Truss
☑ Slab ☑ Wet Seal
☑ Survey ☐ Glass
☑ Termite Treatment ☑ Smoke Detector

ACT Building Certifiers Pty. Ltd.
BUILDING APPROVAL
Approved under s.34 of the Building Act 1972.

DAVID McCULLOCH
B11 9/11/01
Reg No Date
Signature
Ph: 6230 1367 Fax: 6230 5979



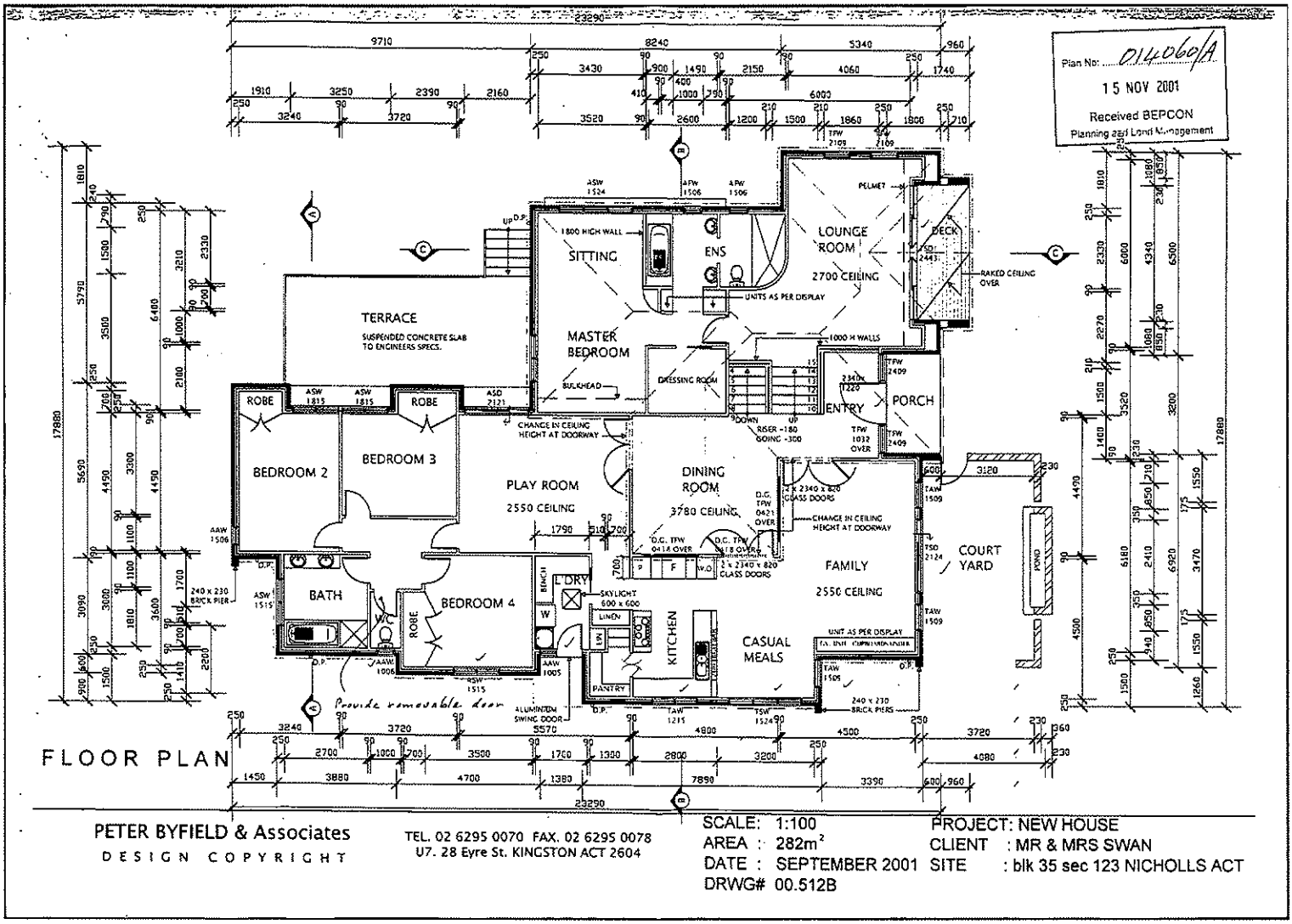
SITE PLAN

PETER BYFIELD & Associates
DESIGN COPYRIGHT

TEL. 02 6295 0070 FAX. 02 6295 0078
U7. 28 Eyre St. KINGSTON ACT 2604

SCALE: 1:200
AREA : 911m²
DATE : SEPTEMBER 2001
DRWG# 00.512A

PROJECT: NEW HOUSE
CLIENT : MR & MRS SWAN
SITE : blk 35 sec 123 NICHOLLS ACT

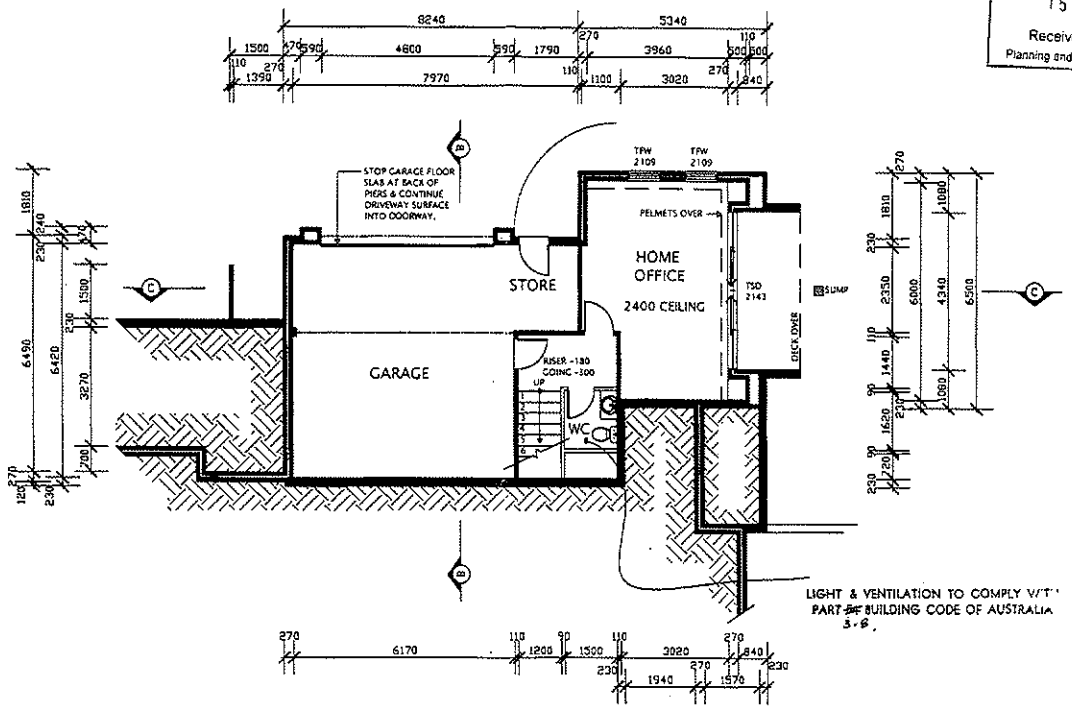


PETER BYFIELD & Associates
DESIGN COPYRIGHT
TEL. 02 6295 0070 FAX. 02 6295 0078
U7. 28 Eyre St. KINGSTON ACT 2604

SCALE: 1:100
AREA : 282m²
DATE : SEPTEMBER 2001
DRWG# 00.512B

PROJECT: NEW HOUSE
CLIENT : MR & MRS SWAN
SITE : blk 35 sec 123 NICHOLLS ACT

Plan No: 014060/A
15 NOV 2001
Received BEPCON
Planning and Land Management

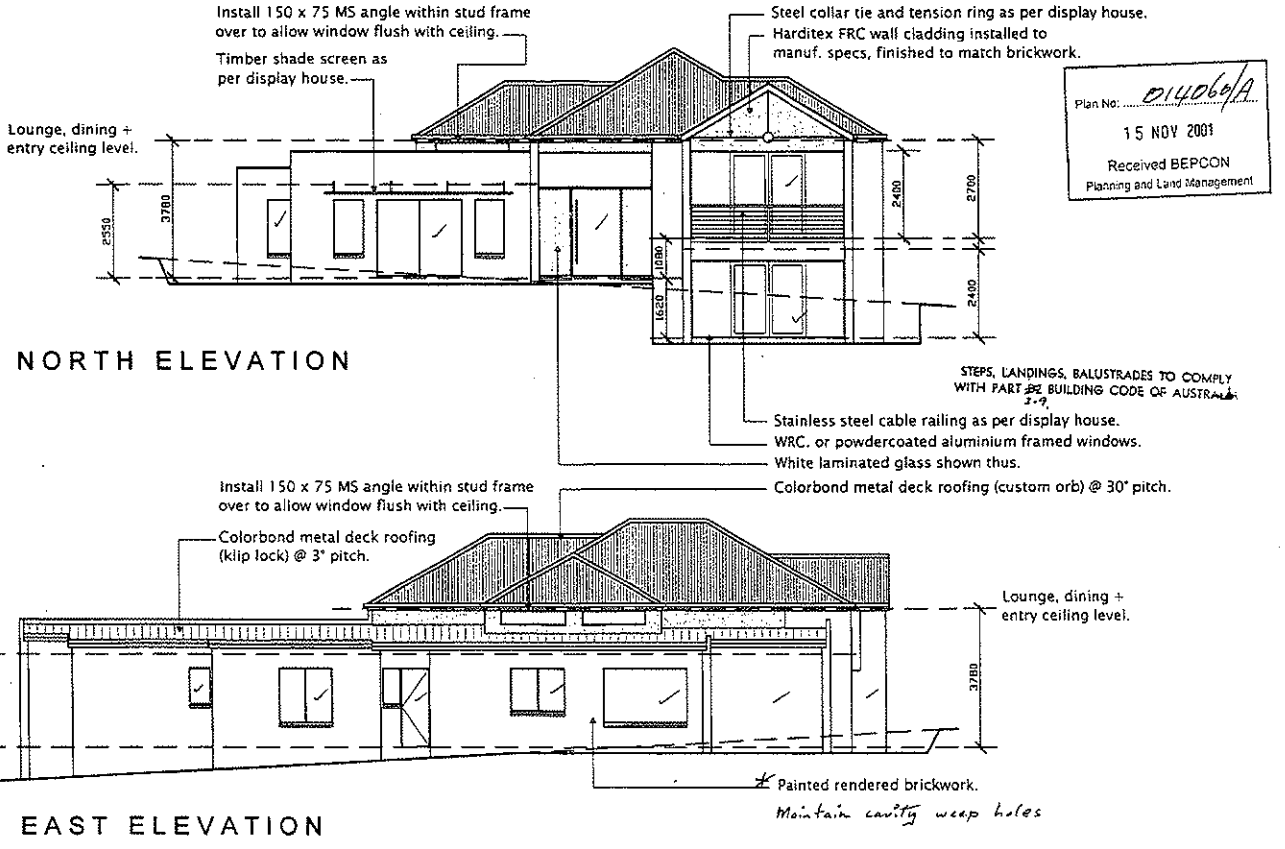


LOWER LEVEL FLOOR PLAN

PETER BYFIELD & Associates
DESIGN COPYRIGHT
TEL. 02 6295 0070 FAX. 02 6295 0078
U7. 28 Eyre St. KINGSTON ACT 2604

SCALE: 1:100
AREA : 35m² + 46m² garage
DATE : SEPTEMBER 2001
DRWG# 00.512C

PROJECT: NEW HOUSE
CLIENT : MR & MRS SWAN
SITE : blk 35 sec 123 NICHOLLS ACT

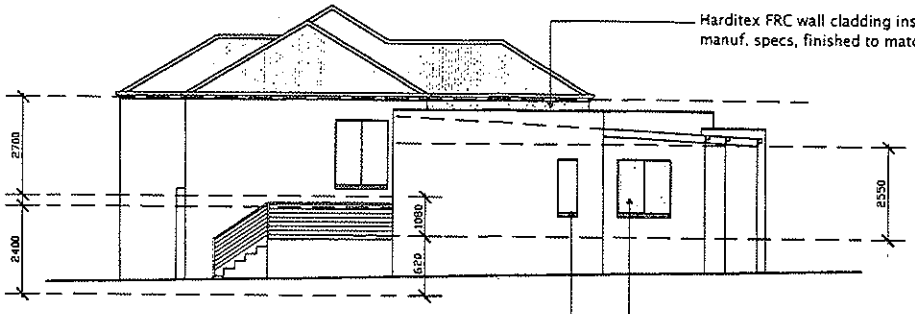


Plan No: 014066/A
15 NOV 2001
Received BEPCON
Planning and Land Management

PETER BYFIELD & Associates
DESIGN COPYRIGHT
TEL. 02 6295 0070 FAX. 02 6295 0078
U7. 28 Eyre St. KINGSTON ACT 2604

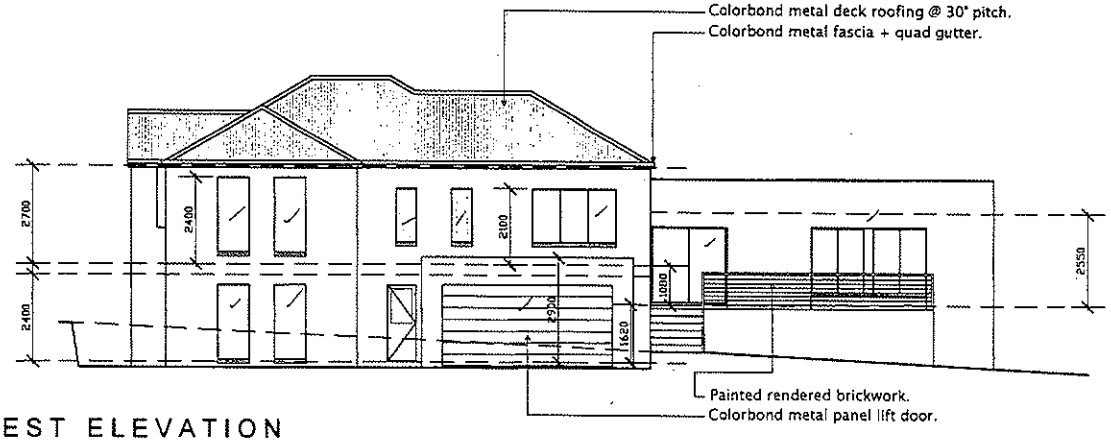
SCALE: 1:100
AREA : N/A
DATE : SEPTEMBER 2001
DRWG# 00.512D

PROJECT: NEW HOUSE
CLIENT : MR & MRS SWAN
SITE : blk 35 sec 123 NICHOLLS ACT



Plan No: 014060/A
15 NOV 2001
Received BEPCON
Planning and Land Management

SOUTH ELEVATION

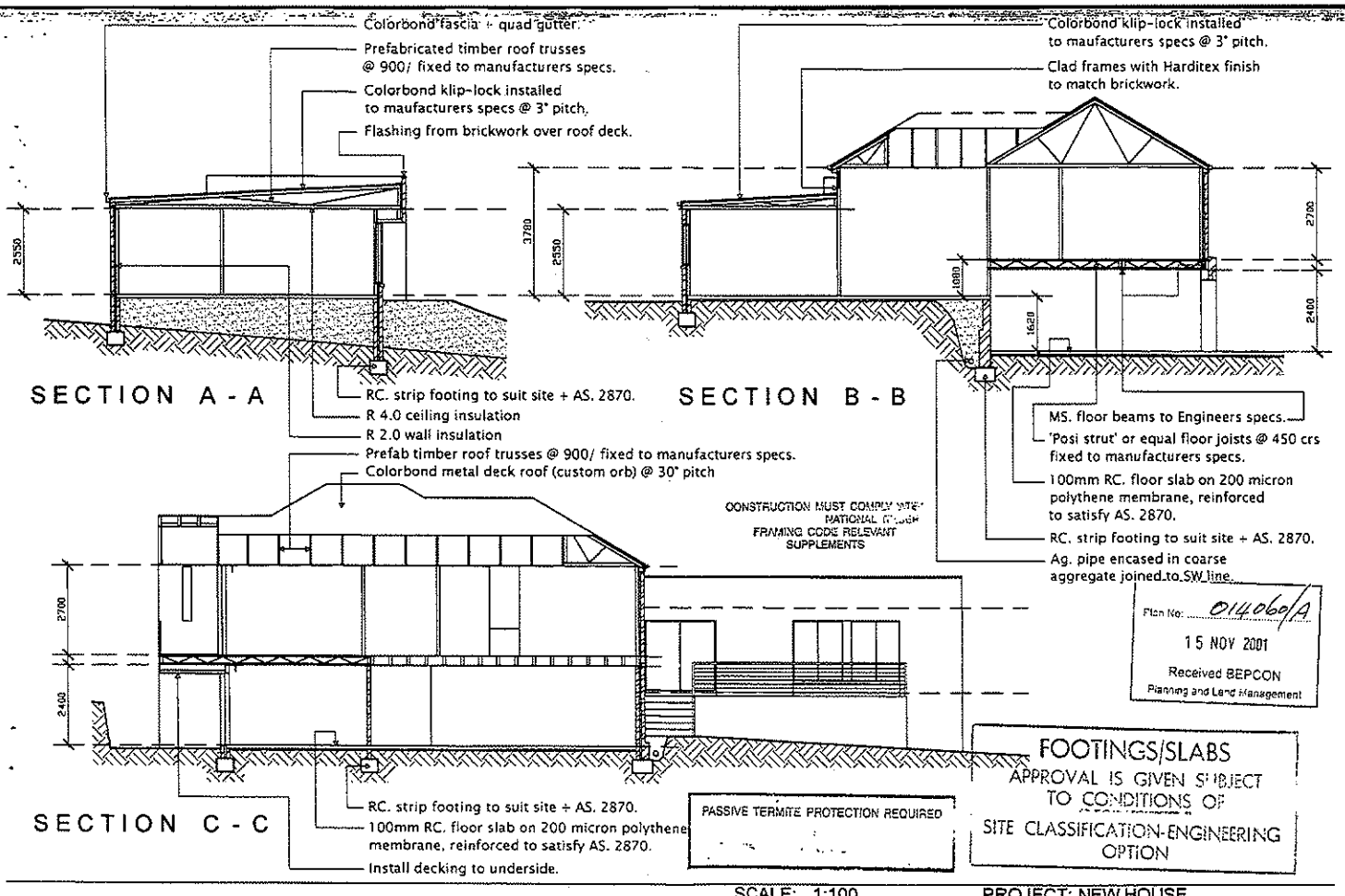


WEST ELEVATION

PETER BYFIELD & Associates
DESIGN COPYRIGHT
TEL. 02 6295 0070 FAX. 02 6295 0078
U7. 28 Eyre St. KINGSTON ACT 2604

SCALE: 1:100
AREA : N/A
DATE : SEPTEMBER 2001
DRWG# 00.512E

PROJECT: NEW HOUSE
CLIENT : MR & MRS SWAN
SITE : blk 35 sec 123 NICHOLLS ACT



PETER BYFIELD & Associates
DESIGN COPYRIGHT
TEL. 02 6295 0070 FAX. 02 6295 0078
U7. 28 Eyre St. KINGSTON ACT 2604

SCALE: 1:100
AREA : N/A
DATE : SEPTEMBER 2001
DRWG# 00.512F

PROJECT: NEW HOUSE
CLIENT : MR & MRS SWAN
SITE : blk 35 sec 123 NICHOLLS ACT

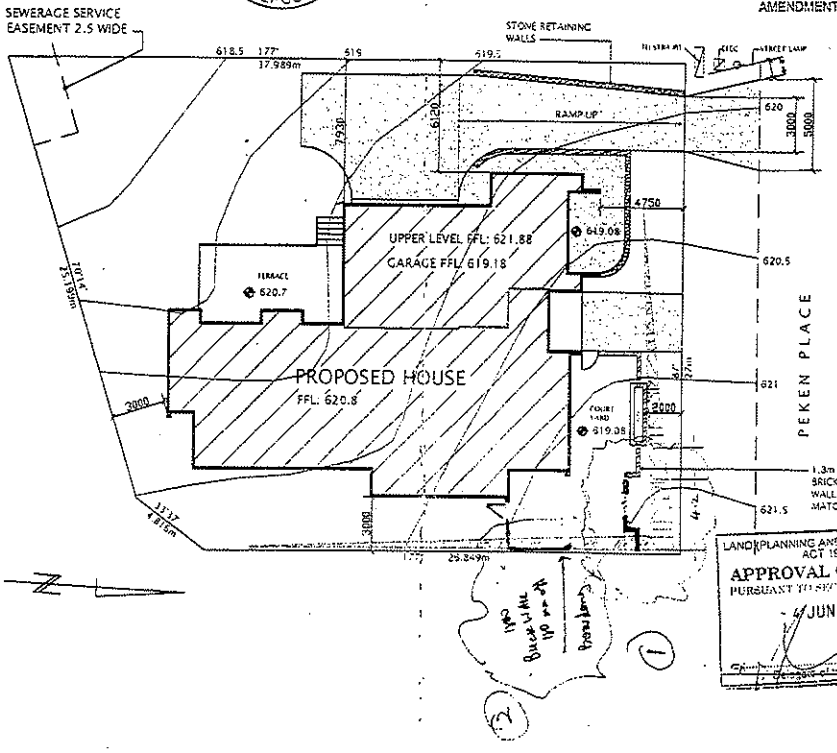
102/12

URBAN SERVICES DEPT
RECEIVED
- 5 JUN 2002
MITCHELL
BEPCON

Exempt Work
Pursuant to Section of
the ACT Building Act

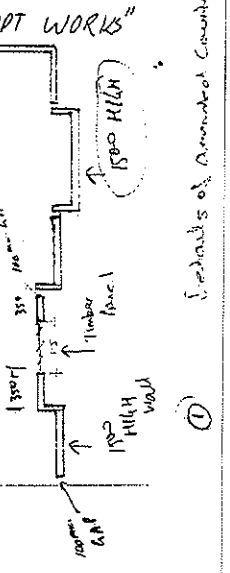
IN RESPECT OF NOMINATED AMENDMENTS ONLY

ACT Building Certifiers P/L
~~BUILDING APPROVAL~~
~~Approved under s.34 of the Building Act 1972.~~
"EXEMPT WORK"
DAVID McCULLOCH
811 5.6.02
Reg No Date
Signature
Ph: 6230 1357 Fax: 6230 5979



LAND (PLANNING AND ENVIRONMENT) ACT 1991
APPROVAL GRANTED
PURSUANT TO SECTION 230 OF THE ACT
- 4 JUN 2002

"EXEMPT WORKS"



Freeway 1900 high wall on Retaining fence

Extends of Concrete Courtyard wall.

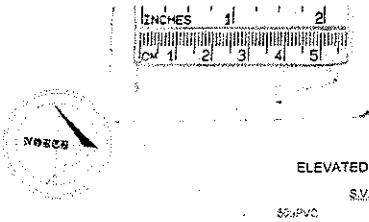
SITE PLAN

PETER BYFIELD & Associates
DESIGN COPYRIGHT

TEL. 02 6295 0070 FAX. 02 6295 0078
U7. 28 Eyre St. KINGSTON ACT 2604

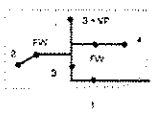
SCALE: 1:200
AREA : 911m²
DATE : SEPTEMBER 2001
DRWG# 00.512A

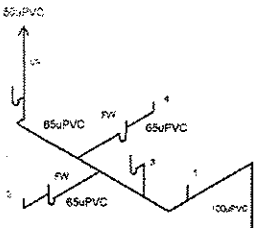
PROJECT: NEW HOUSE
CLIENT : MR & MRS SWAN
SITE : blk 35 sec 123 NICHOLLS ACT

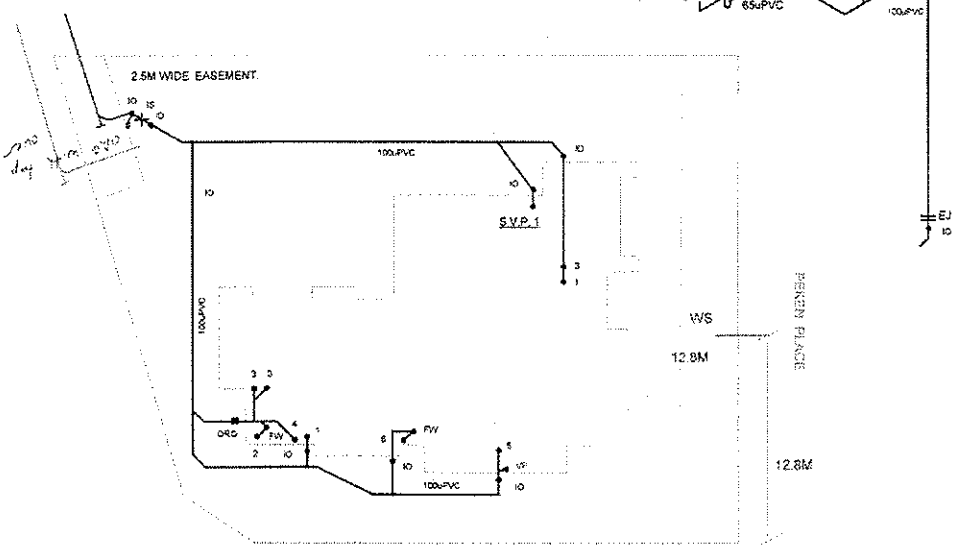


ELEVATED PIPEWORK.

S.V.P. 1







DRAINAGE PLAN N°

SANITARY DRAINAGE PLAN OF A.F. SCALE: 1:200

OWNER MR & MRS SWAN

BLOCK 35 SECTION 123 NICHOLLS.

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

DESIGNED TO AS 3500.2.2.

REFERENCE.

O.R.G. Over Flow Relief Gully		F.W. Floor. Waste.
E. V. Educt Vent	C. I.P. Cast Iron Pipe.	V. P. Vent Pipe.
G. T. Gully Trap.	I. O. Inspection Opening	E. J. Expansion Joint.
J. U. Jump Up.	V. C. P. Vitrified Clay Pipe.	S.V.P. Soil Vent Pipe.
M. H. Man Hole.	I. S. Inspection Shaft.	D. T. Disconnector Trap.
uPVC Unplasticised Polyvinyl Chloride.		S.P.D. Stone Pipe Drain.

FIXTURES

1. WATER CLOSET	= (3)
2. BATH.	= (2)
3. BASIN.	= (3)
4. SHOWER.	= (3)
5. SINK.	= (1)
6. LAUNDRY.	= (1)
7. URINAL.	= ( )
8. CLEANERS SINK.	= ( )
9. BIBET.	= ( )

SEWER TIE.

TIE.	3.3M
DEPTH.	1.0M
CH.	15.6M

STORMWATER TIE.

TIE.	4.7M
DEPTH.	0.9M
CH.	19.6M

NOTES.

1. DRAINS TO BE LAID SHOWN IN BLUE LINES.
2. EXISTING DRAINS SHOWN IN GREEN LINES.
3. EXISTING DRAINS PC CI N RWP TO BE ABOLISHED TO APPROVAL.
4. DRAINS TO BE SUPPORTED ON OR FROM SOLID GROUND.
5. COPPER PIPES TO BE IN ACCORDANCE WITH AS 1432-1979 TABLE 3 TYPE B TUBES.
6. UNPLASTICISED POLYVINYL CHLORIDE PIPE DRAINS (UPVC) INCLUDING STACKS TO BE CONSTRUCTED IN A WITH AS 2032-1977, AND THE CANBERRA CODES OF PRACTICE.
7. DRAINS UNDER BUILDINGS MUST BE PRESSTESTED. IF TEST FAILS THEN OLD DRAINS MUST BE REPLACED USI RR/WOP OR UPVC PIPE MATERIAL.
8. CONNECTION TO EXISTING 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 AND 4.6.7
12. I.O. AT PROPERTY BOUNDRY IS TO BE RAISED TO GROUND LEVEL IN ACCORDANCE WITH PLUMBING NOTE
13. PROVIDE AND INSTALL APPROVED FIRE STOP COLLARS AT ALL UPVC PENETRATIONS OF FIRE RATED WALL

DRAWN AND DESIGNED BY :- CHARLES PERITTA
LICENCED DRAINER, PLUMBER, & GASFITTER
ACCREDITED IN THERMOSTATIC MIXING VALVES
ACCREDITED IN BACK FLOW PREVENTION
PHONE 041283345 h. 6234494, GRIFFITH A.C.T.

26/6/2002

SEWERAGE ENGINEER

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:

I. 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: ACAPRO Date of Inspection 23/9/2014
The Street Address of the Property: 5 Peren Place
The Suburb: Nicholls Post Code: 2913
Contact Details: Full Name of the Purchaser:
Contact Address:
Suburb:
Phone:
Mobile:
Fax:
Email

Signed _____ on this the _____ day of _____ 200

QBE

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 or call 13 22 81.

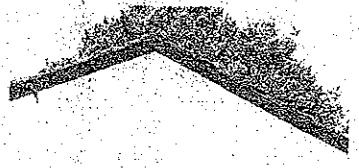
ACT GOVERNMENT

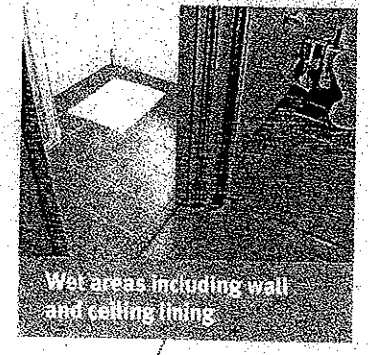
Asbestos Awareness.
Helping everyone breathe easier.

12089

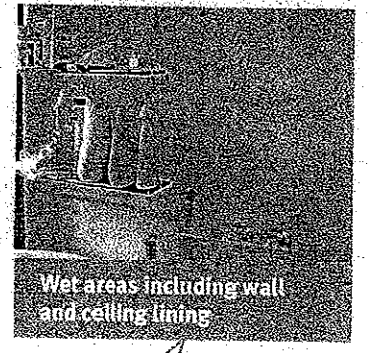
Common locations of materials containing asbestos in ACT homes

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

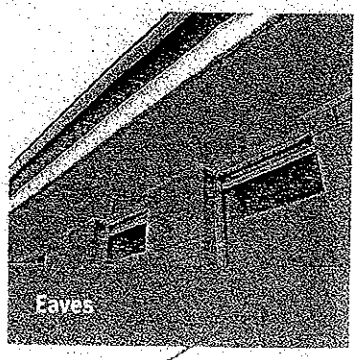




Wet areas including wall and ceiling lining



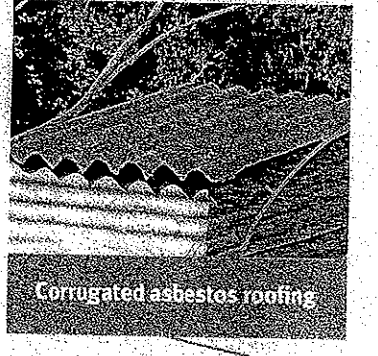
Wet areas including wall and ceiling lining



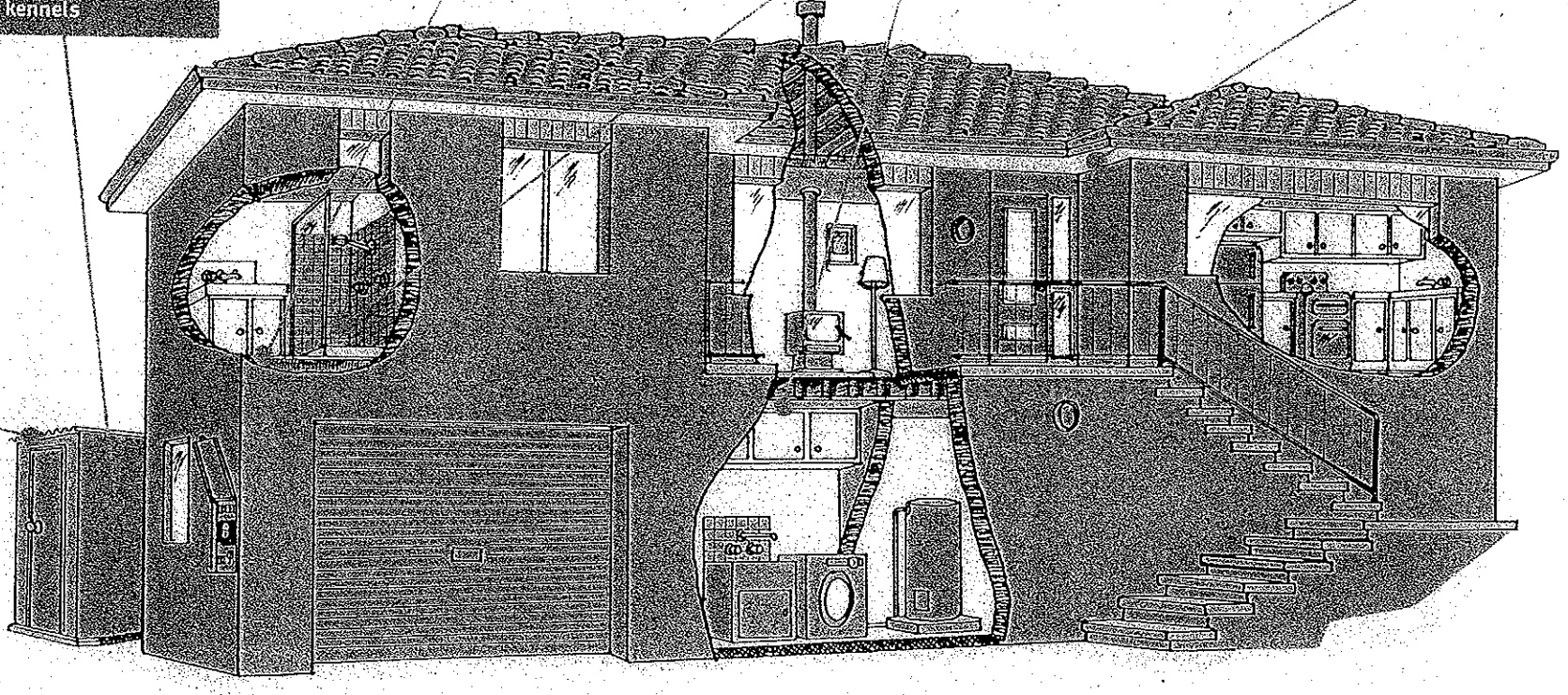
Eaves



Garages, carports, sheds and dog kennels



Corrugated asbestos roofing



Asbestos Awareness.
Helping everyone breathe easier.