

SECTION 32 STATEMENT
73 HOYLE STREET MORWELL VIC 3840

SECTION 32 **STATEMENT**

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

| | |
|----------------|---|
| Vendor: | Cooper SG Pty Ltd ATF The Cooper SG Trust |
|----------------|---|

| | |
|------------------|----------------------------------|
| Property: | 73 Hoyle Street MORWELL VIC 3840 |
|------------------|----------------------------------|

VENDORS REPRESENTATIVE

O'Brien Law

PO Box 253
YARRA JUNCTION VIC 3797

Tel: 03 5967 1622
Fax: 03 5967 1309
Email: yarrajunction@obbl.com.au

Ref: 005754

IMPORTANT NOTICE TO PURCHASERS

The use to which you propose to put the property may be prohibited by planning and building controls applying to the locality or may require the consent or permit of the municipal council or other responsible authority. It is in your interest to undertake a proper investigation of permitted land use before you commit yourself to buy. You should check with the appropriate authorities as to the availability (and cost) of providing any essential services not connected with the property. The property may be located in an area where commercial agricultural production activity may affect your enjoyment of the property. It is therefore in your interest to undertake an investigation of the possible amenity and other impacts from nearby properties and the agricultural practices and processes conducted there. Warning to the Purchaser: You should check with the appropriate authorities as to the availability of, and cost of providing, any essential services not connected to the land.

You may be liable to pay a growth areas infrastructure contribution when you purchase the property. The instrument of transfer cannot be lodged for registration with the Registrar of Titles until the contribution is paid in full or an exemption form, or reduction of, the whole part of the liability to pay the contribution is granted and any remainder of the contribution is paid or there has been a deferral of the whole or part of the liability to pay the contribution. The transfer may also be exempt from a growth areas infrastructure contribution in certain situations. It is in your best interest to obtain advice as to any potential liability before you commit yourself to buy.

The Purchaser is alerted that the land as fenced and occupied may not be precisely the same as comprised or described in the Certificate of Title or Plan of Subdivision relevant to the land and that the Purchaser buys the land as presently fenced and occupied.

32A FINANCIAL MATTERS

- (a) Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-

| Provider | Amount (& interest if any) | Period |
|-----------------------|----------------------------|-----------|
| La Trobe City Council | See attached | Per annum |
| Gippsland Water | See attached | |

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:- None to the vendors knowledge save for Land Tax if applicable.

Their total does not exceed \$5,000.00

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

- (b) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:-
Not Applicable

32B INSURANCE

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable

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- (b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:- Not Applicable. No such Insurance has been effected to the Vendors knowledge.

32C LAND USE

(a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

(b) BUSHFIRE

This land is not in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

See attached certificate

32D NOTICES

- (a) Particulars of any Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affecting the land of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor;
- (b) The Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable

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73 HOYLE STREET MORWELL VIC 3840

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):- No such Building Permit has been granted to the Vendors knowledge.

The Vendor gives no warranties as to any additions and/or alterations to the property prior to becoming proprietor thereof and the Purchaser indemnifies the Vendor in this regard.

The Vendor will not be required to procure any building permit, building approval, final inspection, certificate of occupancy, or any other permits approvals or inspections in relation to the land or any improvements and the Purchaser shall not make any requisition or claim any compensation from the Vendor on that ground.

32F OWNERS CORPORATION

The Land is NOT affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

(1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed

32H SERVICES

| Service | Status |
|--------------------|---------------|
| Electricity supply | Connected |
| Gas supply | Connected |
| Water supply | Connected |
| Sewerage | Connected |
| Telephone services | Not Connected |

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

32I TITLE

Attached are the following document/s concerning Title:

- (a) In the case of land under the *Transfer of Land Act 1958* a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.

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73 HOYLE STREET MORWELL VIC 3840

- (b) In any other case, a copy of -
 - (i) the last conveyance in the Chain of Title to the land; or
 - (ii) any other document which gives evidence of the Vendors title to the land.
- (c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copies of the documents bearing evidence of the Vendor's right or power to sell the land.
- (d) In the case of land that is subject to a subdivision -
 - (i) a copy of the Plan of Subdivision which has been certified by the relevant municipal council (if the Plan of Subdivision has not been registered), or
 - (ii) a copy of the latest version of the plan (if the Plan of Subdivision has not been certified).
- (e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the *Subdivision Act 1988* -
 - (i) if the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
 - (ii) details of any requirements in a Statement of Compliance relating to the stage in which the land is included that have not been complied with; and
 - (iii) details of any proposals relating to subsequent stages that are known to the Vendor; and
 - (iv) a statement of the contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision.
- (f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed -
 - (i) if the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
 - (ii) if the later plan has not yet been certified, a copy of the latest version of the plan.

32J SERVICE CHARGES - CLADDING RECTIFICATION AGREEMENT

Service Charges may be placed on land pursuant to Part 8B in the Local Government Act 1989 (Vic) inserted by the Building Amendment (Registration of Building Trades and Other Matters) Act 2018 (Vic). To the Vendor's knowledge the Property is not affected by a Cladding Rectification Agreement (which would impose such Service Charges).

32K DISCLOSURE OF ENERGY INFORMATION

(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act 2010* (Cth)

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

32L DUE DILIGENCE CHECKLIST

(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)

Please note that as a purchaser of this property you may be required by the Taxation Commissioner to pay an amount in accordance with section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("the Act") because the property may be considered new residential premises or potential residential land

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falling within that section of the Act. Please also note that this property may attract the operation of section 14-255 of the Act. To ensure you are aware of your obligations in relation to any GST withholding component on this sale, please consult with your accountant and legal practitioner on this matter prior to signing this section 32 document or Contract of Sale relating to the property.

DATE OF THIS STATEMENT

/ /20

30/04/2025

Name of the Vendor

Cooper SG Pty Ltd ATF The Cooper SG Trust

Signature/s of the Vendor

| | | | |
|---|--|------------|---------------------|
| x | Signed by: <i>Simon Joseph Crofts</i> | 30/04/2025 | Simon Joseph Crofts |
| | E0E9FFFA4DB08B62 Signed by: <i>Glenda Joy Crofts</i> | 30/04/2025 | Glenda Joy Crofts |

9370F4G743C998A8

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

DATE OF THIS ACKNOWLEDGMENT

/ /20

Name of the Purchaser

Signature/s of the Purchaser

x

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged mortgages – S32A(a)

Where the land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the *Sale of Land Act 1962*.

Terms contracts – S32A(d)

Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the *Sale of Land Act 1962*.



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

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

Page 1 of 1

VOLUME 07200 FOLIO 804

Security no : 124123955188D
Produced 28/04/2025 10:44 AM

LAND DESCRIPTION

Lot 12 on Plan of Subdivision 015159.
PARENT TITLE Volume 07038 Folio 427
Created by instrument 2100485 03/10/1947

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor

COOPER SG PTY LTD of 649 HEALESVILLE KOO WEE RUP ROAD HEALESVILLE VIC 3777
AR286793R 26/07/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR441939C 11/09/2018
PERPETUAL CORPORATE TRUST LTD

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

DIAGRAM LOCATION

SEE LP015159 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 73 HOYLE STREET MORWELL VIC 3840

ADMINISTRATIVE NOTICES

NIL

eCT Control 18478R FIRST LEGAL
Effective from 11/09/2018

DOCUMENT END



Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

| | |
|---|-------------------------|
| Document Type | Plan |
| Document Identification | LP015159 |
| Number of Pages (excluding this cover sheet) | 2 |
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PLAN OF SUBDIVISION OF
PART OF CROWN ALLOTMENT 69
PARISH OF MARYVALE

LP 15159

EDITION 1

PLAN MAY BE LODGED 30-8-39

COUNTY OF BULN BULN

Measurements are in Feet & Inches

Conversion Factor
FEET X 0.3048 = METRES

Vol. 6305 Fol. 1260961

STREET NAME AMENDED
FROM MORWELL MARYVALE RD
TO HOYLE STREET
VIDE GAZ1956-P.4155

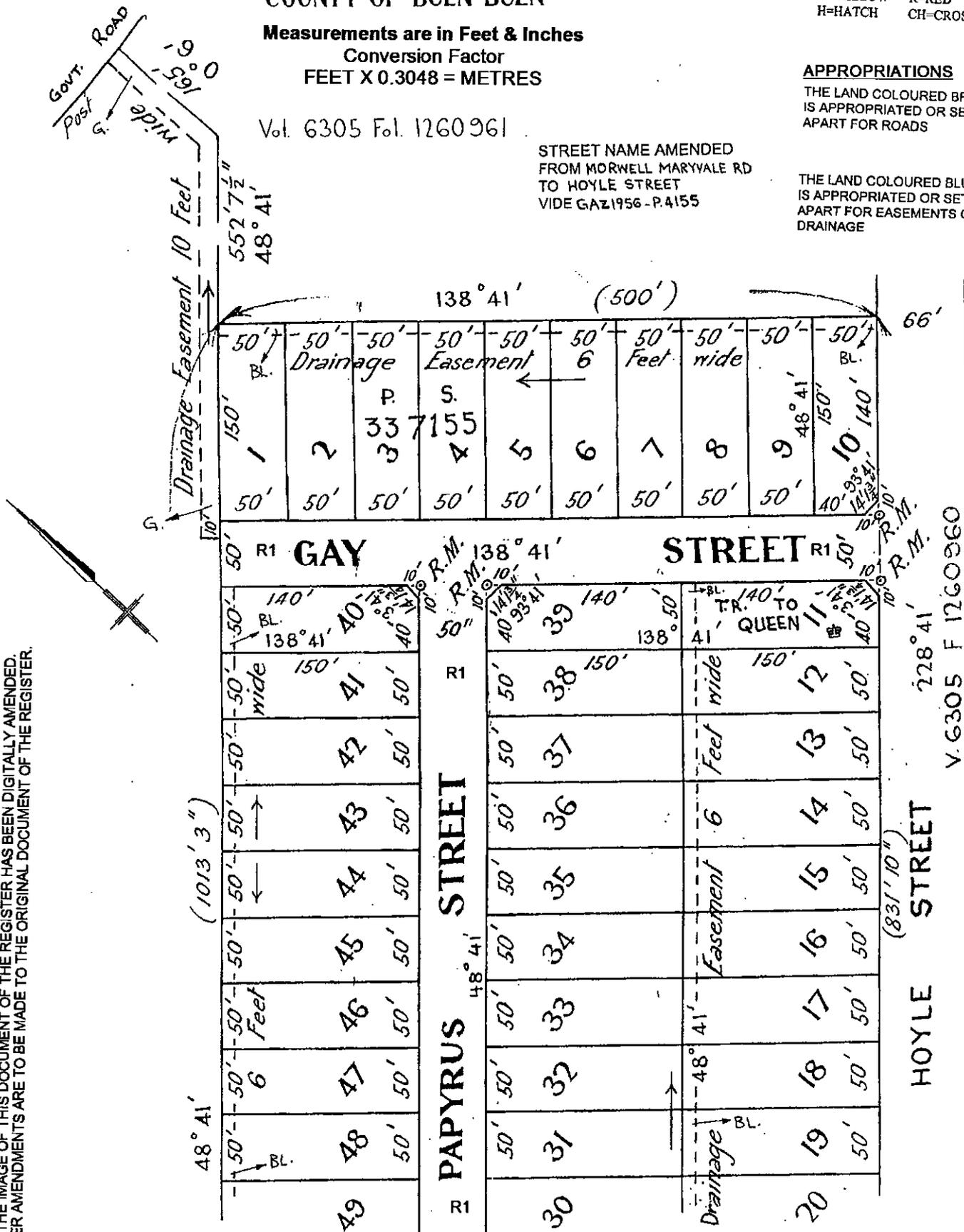
COLOUR CODE

- BL=BLUE
- G=GREEN
- R1 & BR=BROWN
- P=PURPLE
- Y=YELLOW
- R=RED
- H=HATCH
- CH=CROSS HATCH

APPROPRIATIONS

THE LAND COLOURED BROWN
IS APPROPRIATED OR SET
APART FOR ROADS

THE LAND COLOURED BLUE, GREEN
IS APPROPRIATED OR SET
APART FOR EASEMENTS OF
DRAINAGE



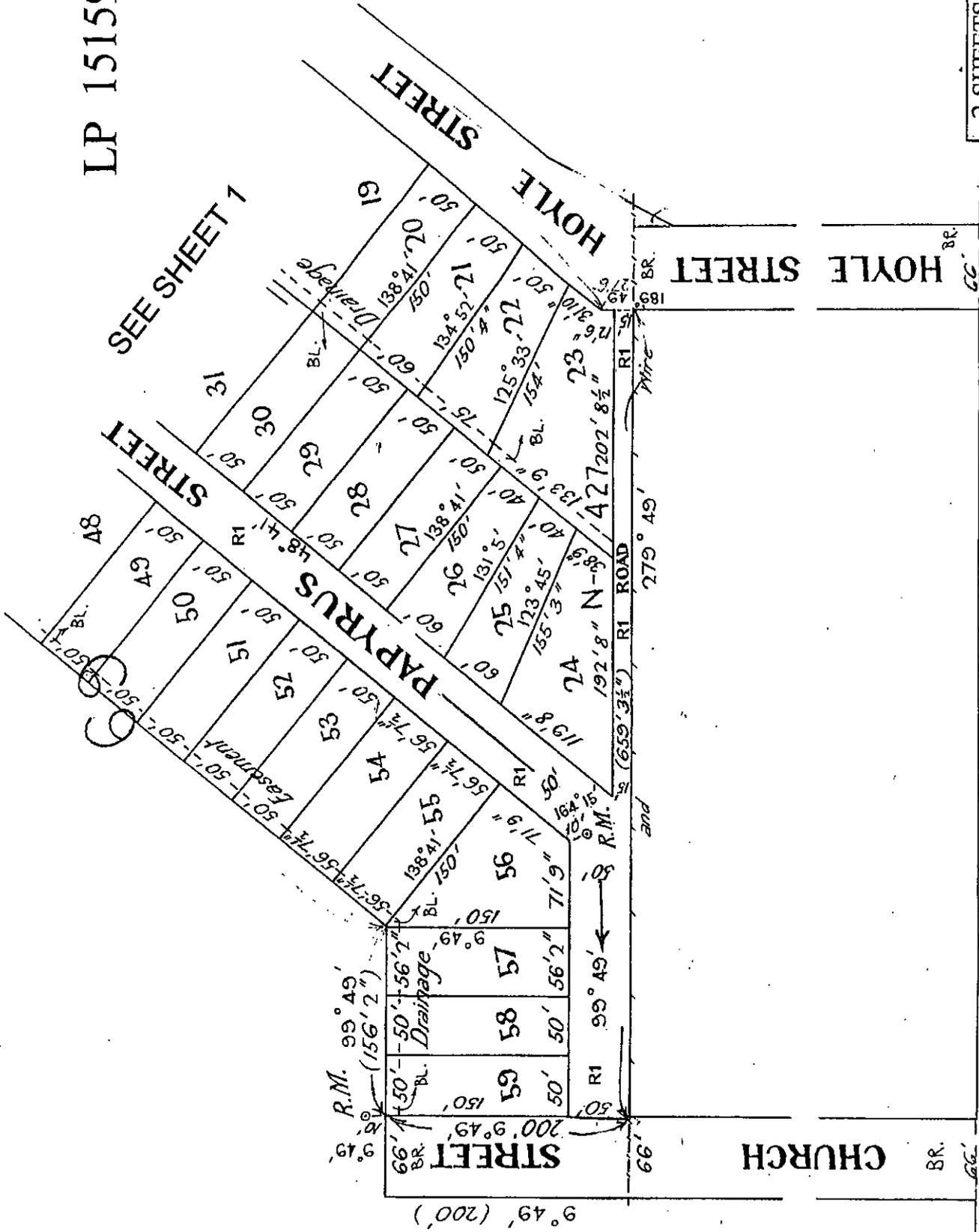
WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

SEE SHEET 2

2 SHEETS
SHEET 1

LP 15159

2 SHEETS
SHEET 2



SEE SHEET 7

PRINCES HIGHWAY

9° 49' (200')



LAND INFORMATION CERTIFICATE

In accordance with Section 229 of The Local Government Act 1989

LANDATA

DX 250639

MELBOURNE VIC



Latrobe City ABN 92 472 314 133

TTY (NRS) 133 677

AUSDOC DX2 17733 Morwell

PO Box 264 MORWELL 3840

latrobe@latrobe.vic.gov.au

1300 367 700 LATROBE.VIC.GOV.AU

Assessment Number: 16910-2
Applicant's Reference: 76588786-015-3
Issue Date : 29-Apr-2025
Property Address: 73 Hoyle Street
MORWELL VIC 3840
Property Description: L 12 LP 15159
Property Title: CT-7200/804
AVPCC: 110 Detached Home
Area: 761M2
Ward: Yallourn
Owner: Cooper SG Pty Ltd

Statement of Rates & Charges for the Year Ending 30-Jun-2025 are payable in full by 15-Feb-2025. Interest will be charged if not paid in by this date. If paying by instalments, interest will be charged on each instalment not paid by the due date.

PLEASE NOTE:

- This certificate application is valid for a period of 3 months from issue date and no confirmation or variations will be given after this expiration. For settlement purposes another certificate should be obtained after the expiry date 28-Jul-2025.
- Confirmation and variations will only be provided in writing. You must contact the Rates Team via email proprates@latrobe.vic.gov.au no earlier than 5 business days but no later than 1 business day prior to settlement of this property.
- Latrobe City Council will not be held responsible for information provided verbally.
- Outstanding rates and charges for this account must be paid in full at settlement.
- If this account shows a credit balance, you must submit a copy of the Statement of Adjustments to Latrobe City Council upon settlement.

Rates & Charges:

| | | |
|----------------------------|----|-----------|
| Arrears Legal Fees | \$ | 35.00 |
| Other Arrears B/forward | \$ | 1,683.25 |
| General Rates | \$ | 996.85 |
| Garbage Charge | \$ | 394.00 |
| Municipal Charge | \$ | 153.00 |
| Fire Service Property Levy | \$ | 161.15 |
| Current Interest | \$ | 39.60 |
| Rebates | \$ | 0.00 |
| Arrears Interest | \$ | 30.65 |
| Special Rates & Charges | \$ | 0.00 |
| Legal Fees | \$ | 0.00 |
| Less Cash Paid | \$ | -1,718.25 |

Total Amount Due \$ 1,775.25

****Plus, Pending Interest**** – Please contact the Rates Department for an update prior to settlement via email proprates@latrobe.vic.gov.au

Please note that amounts showing on this certificate are for the 2024/25 Rates and Charges. Rates and charges for the 2025/26 financial year have not been generated at this stage. Please contact the Rates Department after 3rd July 2025 for an update prior to settlement via email proprates@latrobe.vic.gov.au

Assessment Number: 16910-2
Applicants' Ref.: 76588786-015-3
Date: 29-Apr-2025
Property Address: 73 Hoyle Street
MORWELL VIC 3840

Property Valuations:

| Description | Values | Level of Value Date | Operational Date |
|------------------------|------------|---------------------|------------------|
| CAPITAL IMPROVED VALUE | \$ 335,000 | 01-Jan-2024 | 01-Jul-2024 |
| SITE VALUE | \$ 195,000 | 01-Jan-2024 | |
| NET ANNUAL VALUE | \$ 16,750 | 01-Jan-2024 | |

OTHER INFORMATION:

1. There ARE NO notices or orders on the land that have been served by Latrobe City Council under the Local Government Act 2020, Local Government Act 1989, Local Government Act 1958, or under a local law of the Council, which have a continuing application at the date of the Certificate, details being (if any):
2. There IS NO money owed for works under the Local Government Act 2020, the Local Government Act 1989 or the Local Government Act 1958.
3. There IS NO potential liability for rates in relation to the land under the Cultural and Recreational Lands Act 1963.
4. There IS NO potential liability for the land to become rateable under section 173 or 174A of the Local Government Act 1989.
5. There IS NO money owed in relation to the land under section 94(5) of the Electricity Industry Act 2000.
6. There IS NO outstanding amount required to be paid for recreational purposes or any transfer of land to the Council for recreational purposes under section 18 of the Subdivision Act 1988 or the Local Government Act 1958.
7. There IS NO money owed under section 119 of the Local Government Act 2020.
8. There IS NO environmental upgrade charge in relation to the land which is owed under section 181C of the Local Government Act 1989.
9. There ARE NO health notices or orders issued by Latrobe City Council associated with this property.

PLEASE NOTE:

This certificate provides information regarding Valuation, Rates, Charges, other money owing and any orders and notices made under the Local Government Act 2020, the Local Government Act 1989, the Local Government Act 1958 or under a local law of the Council.

This certificate **is not required** to include information regarding Planning, Building, Health, Land Fill, Land Slip, Flooding information or Service Easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

I hereby certify that as at the date of issue, the information given in this certificate is a correct disclosure of the rates, charges, interest and other monies payable to the Latrobe City Council together with any Notices pursuant to the Local Government Act 2020, Local Government Act 1989, local laws or any other legislation.



Authorised Officer



Biller Code: 6072
Ref: 169102

Pay 24 hours a day by phone or internet, direct from your bank account.

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

1132703

APPLICANT'S NAME & ADDRESS

CAROLINA C/- LANDATA
MELBOURNE

VENDOR

COOPER SG PTY LTD

PURCHASER

UNKNOWN, UNKNOWN

REFERENCE

Cooper SG Pty Ltd

This certificate is issued for:

LOT 12 PLAN LP15159 ALSO KNOWN AS 73 HOYLE STREET MORWELL
LATROBE CITY

The land is covered by the:

LATROBE PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1

A detailed definition of the applicable Planning Scheme is available at :
(<http://planningschemes.dpcd.vic.gov.au/schemes/latrobe>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:
<http://vhd.heritage.vic.gov.au/>

28 April 2025

Sonya Kilkenny
Minister for Planning

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be checked carefully.
The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the relevant municipal offices.

LANDATA@
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.



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Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.





GIPPSLAND
WATER

55 Hazelwood Rd
PO Box 348
Traralgon Vic 3844

Telephone: 1800 050 500
Fax: (03) 5174 0103

INFORMATION STATEMENT

Email: contactus@gippswater.com.au
www.gippswater.com.au
ABN : 75 830 750 413

28 April 2025

Your Reference :
Our Reference:

76588786-030-6
00128636-03

Landata

Secure Electronic Registries Vic (SERV) Locked Bag
MELBOURNE VIC 3001

Thank you for requesting a Gippsland Water Information Statement. We are pleased to provide you with an Information Statement for the below property.

Applicant: Landata
Property Address: 73 Hoyle St Morwell Vic 3840
Information Statement No: 164681

Please find enclosed:

- Section 158 Statement
- Financial Statement
- Important Information
- Asset Plan (if available)

If you have any questions relating to this Information Statement please phone Gippsland Water on 1800 050 500 or email us at infostats@gippswater.com.au.

Online updates are available, please visit our website www.gippswater.com.au to register for our Solicitor Updates Online service.

Yours sincerely

Nigel Gerreyn
MANAGER PROPERTY SERVICES



Section 158 Statement

(Water Act 1989)

| | | | |
|----------------------------------|------------------------------|-------------------------|----------------|
| Date of Issue: | 28/04/2025 | Your Reference : | 76588786-030-6 |
| Information Statement No: | 164681 | Our Reference: | 00128636-03 |
| Property Address: | 73 Hoyle St Morwell Vic 3840 | | |
| Property Details: | Lot 12 Plan LP15159 | | |
| Settlement Date: | 30/06/2025 | | |

The following items relate to Section 158 of the *Water Act 1989*:

- ⇒ Vendor will be liable for any water/wastewater volumetric charges from last bill to settlement date.
- ⇒ This certificate has been produced for Sales Purposes only. Notification of sale particulars must be supplied two (2) working days prior to settlement to enable a final water meter reading to be scheduled, however a final meter reading will not be provided if the certificate is produced for Sale of Business purposes only.

Protection of Gippsland Water Assets:

It is possible that this property has water or sewerage infrastructure located on it. Please refer to the attached plan. Unless prior written consent has been obtained from Gippsland Water, the *Water Act 1989* PROHIBITS:

1. The erection and / or placement of any structure (including but not limited to building, wall, fence, driveway, machinery, embankment) or the removal or addition of filling, over an easement or within one metre laterally of Gippsland Water's water supply and sewerage assets.
2. The connection to, or interference with, any Gippsland Water water supply or sewerage asset.

Gippsland Water may require removal of any trees which may be, in the view of Gippsland Water, invasive to its water supply and sewerage assets. The guide *Planting the Right Trees* is available on the Gippsland Water website.

For additional information, please contact Gippsland Water on 1800 050 500.



GIPPSLAND
WATER

55 Hazelwood Rd
PO Box 348
Traralgon Vic 3844

Telephone: 1800 050 500
Fax: (03) 5174 0103

INFORMATION STATEMENT

Email: contactus@gippswater.com.au
www.gippswater.com.au
ABN : 75 830 750 413

Financial Statement

Date of Issue: 28/04/2025 **Your Reference :** 76588786-030-6
Information Statement No: 164681 **Our Reference:** 00128636-03

Property Address: 73 Hoyle St Morwell Vic 3840
Property Details: Lot 12 Plan LP15159
Settlement Date: 30/06/2025

Gippsland Water billing periods: 01 Jul to 31 Oct, 01 Nov to 28 Feb and 01 Mar to 30 June

Charges levied for billing period: 01 Mar to 30 Jun

Financial Information:

| | |
|-------------------------|------|
| Brought Forward Balance | 0.00 |
| Sewer Scheme Charges | 0.00 |

Adjustable Charges:

| | |
|--------------------------------|--------|
| Water Service Charges | 63.66 |
| Wastewater Service Charges | 292.52 |
| Fire Service Charges | 0.00 |
| Commercial Trade Waste Charges | 0.00 |

Non Adjustable Charges:

| | |
|---------------------------------------|------|
| Wastewater Volumetric Charges | 0.00 |
| Notional / Usage Charges | 0.00 |
| Miscellaneous / Adjustments / Credits | 0.00 |
| Interest | 0.00 |

Total Outstanding **356.18**

(Please note: CR denotes a credit)



Biller Code: 3475
REF: 3680 0000 1286 3603 8
Pay by savings or credit card

Gippsland Water Authorised Officer:

Date: 28 April 2025



Solicitors
Updates Online
Tool

Gippsland Water has launched a tool to enable you to get your financial updates online

REGISTER TODAY

<https://www.gippswater.com.au/developers/property-connections/solicitor-updates-online>



55 Hazelwood Rd
PO Box 348
Traralgon Vic 3844

Telephone: 1800 050 500
Fax: (03) 5174 0103

Important Information

Gippsland Water bill period:

Gippsland Water bills three times per year, for billing periods: 01/07 to 31/10, 01/11 to 28/02 and 01/03 to 30/06.

Gippsland Water tariffs:

Gippsland Water tariffs are reviewed annually and applied as of 01 July. Please ensure you obtain a financial update prior to settlement.

Adjustable and non adjustable charges:

Charges listed under the adjustable charges section are fixed service charges that are applicable to the property e.g. water availability charges. Charges listed under the non adjustable section are applicable to the customer e.g. notional/usage charges, these charges do not need to be adjusted. Interest may continue to accrue after this statement has been generated.

Do not adjust on any credit balances as any credit remaining after settlement will remain with the vendor.

Payment of Gippsland Water accounts:

Gippsland Water requires payment of any outstanding charges within 10 working days of settlement occurring. Any unpaid charges will become the responsibility of the new property owner. Enquiries relating to the unpaid charges will be referred to the purchaser's solicitor or conveyancer.

Financial updates:

It is important to obtain a financial update within 10 days of settlement. Balances may change throughout the bill period and any unpaid charges may be transferred to the purchaser at settlement. Updates can be obtained online through the solicitor updates online

<https://www.gippswater.com.au/developers/property-connections/solicitor-updates-online>.

Notice of property transfer:

Gippsland Water requires notice of property transfer to be received within 10 working days of settlement taking place. Where Gippsland Water has not received notice of a property transfer, the payment of accounts remains the responsibility of the vendor. Notices of property transfer are to be emailed to propertytransfers@gippswater.com.au

Validity of the Information Statement:

This Information Statement will be valid only to the end of the next billing period after the date of issue of this Information Statement.

Automatic eBilling Registration for new customers

Gippsland Water will automatically register our customers for electronic billing upon the creation of their account. Customers can switch to receiving paper bills by post at any time. Refer to our eBilling terms and conditions for more information: www.gippswater.com.au/digital-billing-terms-conditions. We will not disclose personal information to any external parties without consent, unless required or authorised by law. Refer to our privacy policy which sets out how and why we collect, use and disclose your personal information:

www.gippswater.com.au/legal/privacy-policy

You can request a printed version of the eBilling Terms and Conditions and/or Privacy by emailing us at contactus@gippswater.com.au or call us on 1800 050 500.

Property Clearance Certificate

Land Tax



CAROLINA

Your Reference: LD:76588786-012-2.COOPER

Certificate No: 89959068

Issue Date: 28 APR 2025

Enquiries: ESYSPROD

Land Address: 73 HOYLE STREET MORWELL VIC 3840

| Land Id | Lot | Plan | Volume | Folio | Tax Payable |
|----------|-----|-------|--------|-------|-------------|
| 17786554 | 12 | 15159 | 7200 | 804 | \$1,694.25 |

Vendor: COOPER SG PTY LTD

Purchaser: UNKNOWN UNKNOWN

| Current Land Tax | Year Taxable Value (SV) | Proportional Tax | Penalty/Interest | Total | |
|------------------|-------------------------|------------------|------------------|--------|------------|
| COOPER SG TRUST | 2025 | \$195,000 | \$1,694.25 | \$0.00 | \$1,694.25 |

Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

| Current Vacant Residential Land Tax | Year Taxable Value (CIV) | Tax Liability | Penalty/Interest | Total |
|-------------------------------------|--------------------------|---------------|------------------|-------|
|-------------------------------------|--------------------------|---------------|------------------|-------|

Comments:

| Arrears of Land Tax | Year | Proportional Tax | Penalty/Interest | Total |
|---------------------|------|------------------|------------------|-------|
|---------------------|------|------------------|------------------|-------|

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

| | |
|---|-------------------|
| CAPITAL IMPROVED VALUE (CIV): | \$335,000 |
| SITE VALUE (SV): | \$195,000 |
| CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE: | \$1,694.25 |

Notes to Certificate - Land Tax

Certificate No: 89959068

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
 - Land tax that has been assessed but is not yet due,
 - Land tax for the current tax year that has not yet been assessed, and
 - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge and Vacant Residential Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax including vacant residential land tax, interest and penalty tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
8. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$195,000

Calculated as \$975 plus (\$195,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$3,350.00

Taxable Value = \$335,000

Calculated as \$335,000 multiplied by 1.000%.

Land Tax - Payment Options

| |
|--|
| BPAY |
|  |
| Billers Code: 5249 Ref: 89959068 |
| Telephone & Internet Banking - BPAY® |
| Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. |
| www.bpay.com.au |

| |
|---|
| CARD |
|  |
| Ref: 89959068 |
| Visa or Mastercard |
| Pay via our website or phone 13 21 61. A card payment fee applies. |
| sro.vic.gov.au/paylandtax |

Property Clearance Certificate

Commercial and Industrial Property Tax



CAROLINA

Your Reference: LD:76588786-012-2.Cooper SG Pt

Certificate No: 89959068

Issue Date: 28 APR 2025

Enquires: ESYSPROD

Land Address: 73 HOYLE STREET MORWELL VIC 3840

| Land Id | Lot | Plan | Volume | Folio | Tax Payable |
|----------|-----|-------|--------|-------|-------------|
| 17786554 | 12 | 15159 | 7200 | 804 | \$0.00 |

| AVPCC | Date of entry Into reform | Entry Interest | Date land becomes CIPT taxable land | Comment |
|-------|------------------------------|-------------------|--|--|
| 110 | N/A | N/A | N/A | The AVPCC allocated to the land is not a qualifying use. |

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

| | |
|-------------------------|-----------|
| CAPITAL IMPROVED VALUE: | \$335,000 |
| SITE VALUE: | \$195,000 |
| CURRENT CIPT CHARGE: | \$0.00 |

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 89959068

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
 - a general valuation of the land;
 - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
 - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
 - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
 - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
 - the date on which the land became tax reform scheme land;
 - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
 - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

Passing on commercial and industrial property tax to a purchaser

11. A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
 - the request is within 90 days of the original Certificate's issue date, and
 - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

Property Clearance Certificate

Windfall Gains Tax



CAROLINA

Your LD:76588786-012-2.COOPER

Reference: SG PT

Certificate No: 89959068

Issue Date: 28 APR 2025

Land Address: 73 HOYLE STREET MORWELL VIC 3840

| Lot | Plan | Volume | Folio |
|-----|-------|--------|-------|
| 12 | 15159 | 7200 | 804 |

Vendor: COOPER SG PTY LTD

Purchaser: UNKNOWN UNKNOWN

| WGT Property Id | Event ID | Windfall Gains Tax | Deferred Interest | Penalty/Interest | Total |
|-----------------|----------|--------------------|-------------------|------------------|--------|
| | | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

Comments: No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Notes to Certificate - Windfall Gains Tax

Certificate No: 89959068

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
 - Windfall gains tax that is due and unpaid, including any penalty tax and interest
 - Windfall gains tax that is deferred, including any accrued deferral interest
 - Windfall gains tax that has been assessed but is not yet due
 - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
 - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

7. Despite the issue of a Certificate, the Commissioner may recover a windfall gains tax liability from a vendor, including any amount identified on this Certificate.

Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 89959068

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 89959068

Visa or Mastercard

Pay via our website or phone 13 21 61. A card payment fee applies.

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

First National Central KW

35 George Street,
Morwell, VIC 3840

P: 03 5133 7777

E:

kwproperty@email.propertyme.com.au

ABN: 31138140539



Residential Rental Agreement - RENEW

for

73A HOYLE STREET/ (HOUSE), MORWELL VIC 3840

This agreement is between **SIMON CROFTS**
and **MAXINE SHAW**.

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Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Regulation 10(1)

Part A - General

This agreement is between the residential rental provider (rental provider) and the renter listed on this form.

1. Date of agreement

This is the date the agreement is signed

Fri 07/02/2025

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

2. Premises let by the rental provider

Address of premises

73A HOYLE STREET/ (HOUSE), MORWELL VIC

Postcode 3840

3. Rental provider details

Full name or company name of rental provider

SIMON CROFTS

Address (if no agent is acting for the rental provider)

Postcode

Phone number

ACN (if applicable)

Email address

Rental provider's agent details (if applicable)

Full name

First National Central KW

Address

35 George Street, Morwell, VIC

Postcode 3840

Phone number

03 5133 7777

ACN (if applicable)

Email address

kwproperty@email.propertyme.com.au

Note: The rental provider must notify the renter within 7 days if any of this information changes.

4. Renter details

Each renter that is a party to the agreement must provide their details here.

Full name of **renter 1**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 2**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 3**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 4**

Current Address: **Postcode**

Phone number:

Email:

5. Length of the agreement

Fixed term agreement Start date

(this is the date the agreement starts and you may move in)

End date

Periodic agreement (monthly) Start date

Note: If a fixed term agreement ends and the renter and rental provider do not enter into a new fixed term agreement, and the renter continues to occupy the premises, a periodic (e.g. month by month) residential rental agreement will be formed.

6. Rent

Rent amount(\$)
(payable in advance)

350.00

To be paid per



week



fortnight



calendar month

Day rent is to be paid (e.g. each
Thursday or the 11th of each
month)

Date first rent payment due

Fri 31/01/2025

7. Bond

The Renter has paid the bond specified below

Unless the rent is greater than \$900 (per week), the maximum bond is one month's rent. In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.

If the renter does not receive a receipt within 15 business days from when they paid the bond, they may — email rtba@justice.vic.gov.au, or call the RTBA on 1300 13 71 64

Rental bond amount(\$)

1083

Bond lodgement date

Fri 14/12/2018

Bond Lodgement No.

14452881

Part B Standard Terms

8. Rental provider's preferred method of rent payment

Note: The rental provider must permit a fee-free (other than the renter's own bank fees) payment method and must allow the renter to use Centrepay or another form of electronic funds transfer.

Note: The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(Rental provider to tick permitted methods of rent payment)



direct debit



bank deposit



cash



cheque



money order



BPay



other electronic form of payment, including Centrepay

Payment details (if applicable)

| | |
|-----------------|--|
| BSB: | 013745 |
| Account: | 551693077 |
| Account name: | First National Central KW - Rental Account |
| Bank Reference: | TEN00946 |

9. Service of notices and other documents by electronic methods

Electronic service of documents must be in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000*.

Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.

The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.

The rental provider and renter must immediately notify the other party in writing if their contact details change.

9.1 Does the rental provider agree to the service of notices and other documents by electronic methods such as email?

The rental provider must complete this section before giving the agreement to the renter.

(Rental provider to tick as appropriate)

Yes

Angela Fielder: angelaf@fncentralkw.com.au

No

9.2 Does the renter agree to the service of notices and other documents by electronic methods such as email?

(Renter to tick as appropriate)

Renter 1 Yes

MAXINE SHAW: noemail@noemail.com.au

No

Renter 2 Yes

No

Renter 3 Yes

No

Renter 4 Yes

No

10. Urgent repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.

For further information on seeking repairs see **Part D** (below).

Details of person the renter should contact for an urgent repair
(rental provider to insert details)

Emergency contact name

First National Central KW After Hours

Emergency phone number

03 5133 7669

Emergency email address

kwproperty@email.propertyme.com

11. Professional cleaning

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy unless —

- professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned, or pay the cost of having all or part of the rented premises professional cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

12. Owners corporation

Do owners corporation rules apply to the premises?

If yes, the rental provider must attach a copy of the rules to this agreement.

(Rental provider to tick as appropriate)

No

Yes

13. Condition report

The renter must be given 2 copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.

(rental provider to tick as appropriate)

The condition report has been provided

The condition report will be provided to the renter on or before the date the agreement starts

Part C – Safety related activities

14 Electrical safety activities

- (a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
 - (b) If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.
-

15 Gas safety activities

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

- (a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
 - (b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.
-

16 Smoke alarm safety activities

- (a) The rental provider must ensure that:
 - i. any smoke alarm is correctly installed and in working condition; and
 - ii. any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months, and
 - iii. the batteries in each smoke alarm are replaced as required.
- (b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.
- (c) The rental provider, on or before the occupation date, must provide the renter with the following information in writing:
 - i. information about how each smoke alarm in the rented premises operates;
 - ii. information about how to test each smoke alarm in the rented premises;
 - iii. information about the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

Note: Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

17 Swimming pool barrier safety activities

These safety-related activities only apply if the rented premises contains a swimming pool.

- (a) The rental provider must ensure that the swimming pool barrier is maintained in good repair.

- (b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
 - (c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
 - (d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.
-

18 Relocatable pool safety activities

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, on the rented premises.

- (a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

Note: Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

19 Bushfire prone area activities

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

If the rented premises is in a designated bushfire prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.

The water tank must be full and clean at the commencement of the agreement.

Part D – Rights and obligations

This is a summary of selected rights and obligations of **renters** and **rental providers** under the Act.

Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit consumer.vic.gov.au/renting.

20. Use of the premises

The renter:

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act; and
- must not use the premises for illegal purposes; and
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours; and
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing; and
- must keep the premises reasonably clean.

21. Condition of the premises

The rental provider:

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in; and
- must maintain the premises in good repair and in a fit condition for occupation; and
- agrees to do all the safety-related maintenance and repair activities set out in Part C of the agreement.

The renter:

- The renter must follow all safety-related activities set out in Part C of the agreement and not remove, deactivate or otherwise interfere with the operation of prescribed safety devices on the premises.

22. Modifications

The renter:

- may make some modifications without seeking the rental provider's consent. These modifications are listed on the Consumer Affairs Victoria website; and
- must seek the rental provider's consent before installing any other fixtures or additions; and
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act; and
- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

The rental provider:

- must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website consumer.vic.gov.au/renting.

23. Locks

- The rental provider must ensure the premises has:
 - locks to secure all windows capable of having a lock, and
 - has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and
 - meets the rental minimum standards for locks and window locks.
- External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that—
 - is operated by a key from the outside; and
 - may be unlocked from the inside with or without a key
- The renter must obtain consent from the rental provider to change a lock in the master key system.
- The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
- The rental provider must not give a key to a person excluded from the premises under a:
 - a family violence intervention order; or
 - a family violence safety notice; or
 - a recognised non-local DVO; or
 - personal safety intervention order.

24. Repairs

- Only a suitably qualified person may do repairs—both urgent and non-urgent

25. Urgent repairs

Section 3(1) of the Act defines **urgent repairs**. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit consumer.vic.gov.au/urgentrepairs.

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

The rental provider must carry out urgent repairs after being notified. A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if—

- (a) the renter cannot meet the cost of the repairs; or
- (b) the cost of repairs is more than \$2500; or
- (c) the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

26 Non-urgent repairs

- The renter must notify the rental provider, in writing, as soon as practicable of —
 - damage to the premises; and
 - a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in reasonable time.
- The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days of receiving notice of the need for repair.

27. Assignment or sub-letting

The renter:

- The renter must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider. The rental provider may give the renter notice to vacate if the renter assigns or sub-lets the premises without consent.

The rental provider:

- cannot unreasonably withhold consent to assign or sub-let the premises; and
- must not demand or receive a fee or payment for consent, other than any reasonable expenses incurred by the assignment.

28. Rent

- The rental provider must give the renter at least 60 days written notice of a proposed rent increase
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, then renter may request a receipt.
- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

29 Access and entry

- The rental provider may enter the premises—
 - at any time, if the renter has agreed within the last 7 days; and
 - to do an inspection, but not more than once every 6 months; and
 - to comply with the rental provider's duties under the Act; and
 - to show the premises or conduct an open inspection to sell, rent or value the premises; and
 - to take images or video for advertising a property that is for sale or rent; and
 - if they believe the renter has failed to follow their duties under the Act; and
 - to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.
- The renter must allow entry to the premises where the rental provider has followed proper procedure.
- The renter is entitled to a set amount of compensation for each sales inspection.

30. Pets

- The renter must seek consent from the rental provider before keeping a pet on the premises.
- The rental provider must not unreasonably refuse a request to keep a pet.

31. Additional terms (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 558 181 for further information or visit consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms.

1. PRIVACY COLLECTION: Due to changes in the Privacy laws, from 21st of December 2001, all real estate agencies must ensure that you fully understand the National Privacy Principles and the manner in which we must use your private information in order to carry out our role as professional property managers.

Please take the time to read this privacy statement carefully.

As professional property managers, First National Real Estate Central KW collects personal information about you.

To ascertain what personal information we have about you, you can contact our agency via phone, email or in person.

Personal information collected by our agency is necessary to manage the tenancy and may be disclosed, by use of the internet or otherwise, to other parties including, the Rental Provider, the Rental Provider's lawyers, the Rental Provider's mortgagee (for mortgage purposes), organisations and tradespeople required to carry out maintenance to the premises, rental bond authorities, National Tenancies Database, other real estate agents and Rental Providers, utility companies such as gas, electricity, water connection, banks (for rental payment facilities and financial records) and employers (for reference purposes).

Our Agency will only disclose information in this way to other parties as required to perform our duties as Managing Agents, to achieve the purposes specified above or as otherwise allowed under the Privacy Act.

I/we hereby acknowledge that I/we have read and understood the contents of this Privacy Collection Notice.

2. TENANCY TRANSFER FEE: The renter/s acknowledge in the event of a tenancy transfer, there is a fee of \$50.00 payable to the agent/owner. This fee is to be paid prior to the confirmation of the tenancy transfer. The tenancy transfer is also subject to approval from the owner/agent.

2. **SMOKE ALARMS:** Renters must not deactivate or remove a smoke alarm or interfere with its operation in any way. If a renter, resident or their visitor does this, it is a breach of duty and a rental provider or rooming house operator may give the renter or resident an **immediate** notice to vacate.

The renter/s must notify the rental provider or rooming house operator if a smoke alarm is faulty or not working & should leave batteries in the smoke alarm when moving out.

Safety Related Activities:

1/. **How a smoke alarm operates:** The smoke alarms in residential properties are powered by a 9 volt battery, 240 volt mains power or a combination of both. Sensors in a smoke alarm are designed to sense the smoke created by a fire & sound a siren to alert any occupants of any impending danger.

2/. **How to test a smoke alarm:** The smoke alarms in residential properties are provided with a test button that allows the alarms siren to be tested for correct operation. The test button is usually located on the bottom face of the alarm. It should be pressed for a minimum of 10 seconds or until the siren sounds. If a loud siren does not sound within 10 seconds the alarm should be inspected by a professional fire protection contractor.

3/. **Renters obligations regarding smoke alarms:** Its a renters obligation to **NOT** tamper with a smoke alarm and to immediately report to their managing agent if a smoke alarm is not in working order.

3. **SMOKING** – Tenants are aware there is to be **No Smoking** at any time inside of the property. All tenants and/or their visitors must smoke outside. Any damage caused by cigarette smoke and nicotine is to be remedied fully at the tenants expense.

4. **PARKING** - Tenants are to park only in allocated parking areas of the property such as driveway, carport or garage. There is to be no parking on lawns or nature strips. If property being rented is in a block of flats or units with an allocated parking area, then each tenant has only one allocated parking spot for the property. Should any tenant have more than one car or if they have visitors attend then tenants must ensure that any extra car or visitors cars park on the street. If there is no allocated parking to any property, then all tenants and/or their visitors must park on the street.

5. **PET CLAUSE:** The Rental Provider(s) have given the Renter(s) permission . The Renter(s) are aware that they are responsible for the animals. should any damage arise the Renter(s) will pay for the repair of the damages or rectify the problem. The Renter(s) will also be responsible and liable to eradicate or remove fleas, lice and insects, due to having a pet on the premises. upon the termination of the tenancy the tenant is responsible for fleabombing all rooms of the property as a health precaution for all persons entering the property.

Please read the following information carefully:

Pet urine contamination of carpet is an ever increasing problem to property owners, property manager and tenants alike. The following information is to help you gain an understanding thus avoid the potential damage that can be caused by pet urine and the cost liability that you may incur!!!

Pet urine will penetrate the carpet backing and underlay. this is where bacterial action takes place causing an offensive odour. on the surface it will oxidise and react with the carpet and create a colour change (stain) which will become permanent.

Steam or dry cleaning will generally not rectify urine contaminated carpet and often odour problems are more severe after cleaning as when dried urine is remoistened ammonia gas is given off. this is why odours are more apparent during periods of higher humidity. put simply the problem is at the underside of the carpet. deodorising carpets will not rectify bacterial odours.

Pet urine contamination of carpets can be detected by professional carpet cleaners using various methods. treatment and cost of repair is proportionate to the severity and extent of the problem. in severe cases carpets and underlay must be replaced as well as treatment of the subfloor. costs can vary from a few hundred dollars to thousands!!!

Prevention is better and cheaper than cure. the pet clause(s) contained in your tenancy agreement is for the benefit and protection of all parties and should be followed accordingly.

6. Renter Information - Important Telephone Numbers:

First National Central KW 5133 7777

First National Central KW After Hours 5133 7669 (Emergency repairs only)

SES 132 500

Service Connections:

It is your responsibility to have gas, electricity, and telephone (if required) connected in your name and to have the accounts finalized when you vacate the premises.

Payment of Rent:

Rent must be paid 2 weeks in advance. We have many payment options available including Centrepay which is available to those who receive Centrelink benefits. Our office can also provide you with account details if you want to pay rent via internet banking.

Office Hours:

Monday to Friday 9.00 am - 5.00 pm

If you are experiencing difficulties in paying your rent, please advise a Property Manager immediately.

Our rent arrears procedure is very simple, you will receive a text message reminding you your rent is overdue and payment is required immediately. You may also receive a phone call or email. We are required by law to advise you of any arrears. On day fifteen of your rental arrears we will seek instruction from your Rental Provider regarding a Notice to Vacate being issued. If a Notice to Vacate the rented premises is sent to you via Email/Registered Post and if rent is still not paid in full by the expiry of this notice, an application is made to the Victorian Civil and Administration Tribunal for possession of the rented premises.

Please remember our rental providers have financial commitments to meet and they rely on the rent being paid on time.

Your Contact Details:

Please ensure your email, contact phone numbers, including work, home and mobile phones are up to date. This is important in the case of maintenance and organizing repairs as well as our office being able to contact you.

Insurance:

It is your responsibility to arrange for contents insurance for your possessions. The rental providers insurance policy covers the building and sometimes fixtures and fittings inside the property only.

Ending the Tenancy / Rental Agreement break:

If you wish to vacate the property at the end of the fixed term agreement or periodic agreement, you must give written notice twenty eight (28) days prior to the rental agreement end date or thereafter. Vacating forms are available at our office.

Rental Agreement break - if you need to break your rental agreement, contact our office to discuss the fees and costs associated. Remember, you are responsible for rent and maintaining the property until a new renter moves in.

Reporting Maintenance:

Prior to reporting maintenance, please ensure you have all the required details to ensure our staff understand the repairs required. Maintenance can be reported by phone, or email. Note: light bulbs, fluorescent tubes and starters, lighting pilot lights, cleaning of filters on air conditioners and cleaning of gutters, heaters and dishwashers are not the Rental Provider's responsibility.

After Hours emergency maintenance can be phoned through on 5133 7669. If the emergency maintenance reported is storm related (roof tiles off, roof sheeting loose or coming off) please phone the SES on 132 500 for their assistance and call our office to report the matter on the first business day.

If you lock yourself out of the property after hours, this is NOT considered a maintenance issue and you will be required to contact a locksmith to gain entry and will therefore be responsible for the locksmith account. Remember, if you change the locks at the property, you are required to supply our office with a spare key as per the Residential Tenancies Act 1997.

Car Parking:

Cars can only be parked in designated areas. You are not permitted to park cars on nature strips or lawn areas and this is a breach of your rental agreement.

Smoking:

Renters are aware there is to be No Smoking at any time inside of the property. All renters and/or their visitors must smoke outside. Any damage caused by cigarette smoke and nicotine is to be remedied fully at the renters expense.

Bond Refunds after Final Inspections:

Bonds are refunded only after keys have been received by our office and the final inspection has been completed. To obtain a full bond refund at the end of your tenancy, it is recommended that you leave the property in the same condition as it was when your tenancy commenced. A checklist is sent to you prior to you vacating a property and you should adhere to this as well as your original condition report.

7. CARPET CLEANING: At the end of the tenancy, the renter acknowledges the carpets must be steam/dry cleaned by a professional. Receipts must be provided when handing in keys.

Property Disclosures

This section contains important disclosures from your Rental Provider about the rented premises:

Embedded Electricity Network

Is the electricity supplied to the property from an embedded electricity network?

(An embedded electricity network is a privately owned and managed electricity network that may often supply all premises within a specific area or building and connect to the national electric grid through a parent connection point.)

If electricity is supplied to the premises via an embedded electricity network, you must provide further information below about the network operator as it is required to be provided to the Renter.

Please provide the trading name, ABN and contact details (including phone number and website) of any embedded electricity network provider that is applicable to this property.

Yes No

Comments

Intention to Sell

Has an agent been engaged to sell the property, a contract of sale prepared or an ongoing proposal to sell the property?
If yes, please provide details below.

Yes No

Comments

we have engaged an agent to sell the property

Homicide

Are the premises or common property known to have been the location of a homicide in the last 5 years?

Yes No

Comments

Drug Contamination

Are the premises known to be contaminated because of prior use of the premises for the trafficking or cultivation of a drug of dependence in the last 5 years?

Yes No

Comments

-

Mould or Dampness

In the last 3 years, has the premises been subject to a repair notice relating to mould or damp in the premises caused by or related to the building structure?

Yes No

Comments

-

Safety Checks

Has the premises had the required gas safety check, electrical safety check and pool barrier compliance check (if applicable) carried out?

If they have been carried out, please provide the dates of the latest applicable checks below.

Yes No

Comments

-

Safety Check Recommendations

Are there any outstanding recommendations for work to be completed at the premises from a gas safety check and electrical safety check?

Yes No

Comments

-

Asbestos

Are the premises known to have friable or non-friable asbestos based on an inspection by a suitably qualified person?

Yes No

Comments

-

Building/Planning Permit

Are the premises known to be affected by a building or planning application that has been lodged with the relevant authority?

Yes No

Comments

-

Building Work Dispute

Is there a current domestic building work dispute under the Domestic Building Contracts Act 1995 which applies to or affects the premises?

Yes No

Comments

-

OC Dispute

Is there a current dispute under Part 10 of the Owners Corporations Act 2006 which applies to or affects the premises?

Yes No

Comments

-

Building Defects/Safety Concerns

Are the premises or common property the subject of any notice, order, declaration, report or recommendation issued by a relevant building surveyor, municipal building surveyor, public authority or government department relating to any building defects or safety concerns associated with the rented premises or common property at the time of disclosure?

If yes, please provide further details and a description of the notice, order, declaration, report or recommendation below.

Yes No

Comments

-

Heritage Register

Are the premises considered a registered place?

Registered Place meaning, a place included in the Heritage Register within the meaning of section 3(1) of the Heritage Act 2017.

Yes No

Comments

-

Minimum Standards

Do the premises comply with the rental minimum standards?

The rental minimum standards are new regulations that came into effect on the 29th March 2021 and all rented premises must comply with important requirements relating to amenity, safety and privacy. Rental providers have a duty to ensure their property meets these standards.

Information on the specific requirements of the minimum standards can be found on the Consumer Affairs website (<https://www.consumer.vic.gov.au/housing/renting/changes-to-renting-laws/resources-for-practitioners/fact-sheet-26-rental-minimum-standards>).

If the premises does not meet any of the requirements, please provide details below.

Yes No

Comments

-

Right To Let the Premises

Are you the owner of the property?

If you are not, please advise the specifics of your rights to let the property on the owners behalf.

Yes No

Comments

-

Mortgagee Possession

Has a mortgagee commenced a proceeding to enforce a mortgage over the property or taking action for possession of the property?

Yes No

Comments

-

Privacy Collection Notice

As professional property managers **First National Central KW** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 03 5133 7777

Primary Purpose

As professional property managers, **First National Central KW** collect your personal information to assess the risk in providing you with the lease / tenancy of the **Premises** you have requested, and if the risk is considered acceptable, to provide you with the lease / tenancy of the **Premises**.

To carry out this role, and during the term of your tenancy, we usually disclose your personal information to:

- The **Rental Provider**
- The **Rental Provider's** lawyers
- The **Rental Provider's** mortgagee
- Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Premises**
- Third party organisations required to provide **First National Central KW** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database (National Tenancy Database is a division of Equifax Pty Ltd) for purposes of checking an applicant's tenancy history.

The database operator can be contacted for information on the service or to request a copy of the data held via email at info@tenancydatabase.com.au or by submitting the request form on their website at the following address

<https://www.tenancydatabase.com.au/contact-us>

- Other Real Estate Agents, **Rental Providers** and Valuers

Secondary Purpose

First National Central KW also collect your personal information to:

- Enable us, or the **Rental Provider's** lawyers, to prepare the lease / tenancy documents for the **Premises**.
- Allow organisations / tradespeople to contact you in relation to maintenance matters relating to the

Premises.

- Pay / release rental bonds to / from Rental Bond Authorities (where applicable).
- Refer to Tribunals, Courts and Statutory Authorities (where necessary).
- Refer to Collection Agent / Lawyers (where default / enforcement action is required).
- Provide confirmation details for organisations contacting us on your behalf i.e. Banks, Utilities (Gas, Electricity, Water, Phone), Employers, etc.

If your personal information is not provided to us and you do not consent to the uses to which we put your personal information, **First National Central KW** cannot properly assess the risk to our client, or carry out our duties as professional property managers. Consequently, we then cannot provide you with the lease / tenancy of the **Premises**. You also acknowledge that our related financial services company may contact you from time to time to explain other services that this company may be able to provide.

Our privacy policy contains information about how you may access the personal information we hold about you, including information about how to seek correction of such information. We are unlikely to disclose any of your personal information to overseas recipients.

The **First National Central KW** privacy policy contains information about how you may complain about an alleged breach of the Australian Privacy Principles, and how we will deal with such a complaint.

The **First National Central KW** privacy policy can be viewed without charge on the **First National Central KW** website; or contact your local **First National Central KW** office and we will send or email you a free copy.

Disclaimer

First National Central KW its directors, partners, employees and related entities responsible for preparing this **Agreement** believe that the information contained in this **Agreement** is up to date and correct. However no representation or warranty of any nature can be given intended or implied and the **Rental Provider** and the **Renter** should rely on their own enquiries as to the accuracy of any information or material incorporated in this **Agreement**. The law is subject to change without notice and terms and conditions in this **Agreement** may be amended as a result. **First National Central KW** disclaims all liability and responsibility including for negligence for any direct

or indirect loss or damage suffered by any person arising out of any use and/or reliance on this **Agreement** or any information incorporated in it.

Signatures

This agreement is made under the Act.

Before signing you must read **Part D – Rights and obligations** of this form.

Rental Provider

Rental Provider : **SIMON CROFTS**

Sign here:



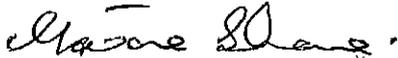
Date:

② 10-02-2025.

Renter(s)

Renter : **MAXINE SHAW**

Sign here:



Date:

10-2-2025.

AUDIT TRAIL

MAXINE SHAW (Renter)

Fri, 07/02/2025 10:06 - Invite sent to MAXINE SHAW

AGREEMENT END

First National Central KW

196-198 Commercial Road,
Morwell, VIC 3840

P: 03 5133 7777

E:

kwproperty@email.propertyme.com.au

ABN: 31138140539



Residential Rental Agreement

for

73B HOYLE STREET/ (UNIT), MORWELL VIC 3840

This agreement is between **SIMON CROFTS**
and **Richard Lougheed..**

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Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Regulation 10(1)

Part A - General

This agreement is between the residential rental provider (rental provider) and the renter listed on this form.

1. Date of agreement

This is the date the agreement is signed

Mon 15/04/2024

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

2. Premises let by the rental provider

Address of premises

73B HOYLE STREET/ (UNIT), MORWELL VIC

Postcode 3840

3. Rental provider details

Full name or company
name of rental
provider

SIMON CROFTS

Address (if no agent is
acting for the rental
provider)

Postcode

Phone number

ACN (if applicable)

Email address

Rental provider's agent details (if applicable)

Full name

First National Central KW

Address

196-198 Commercial Road, Morwell, VIC

Postcode 3840

Phone number

03 5133 7777

ACN (if applicable)

Email address

stephaniec@fncentralkw.com.au

Note: The rental provider must notify the renter within 7 days if any of this information changes.

4. Renter details

Each renter that is a party to the agreement must provide their details here.

Full name of **renter 1**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 2**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 3**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 4**

Current Address: **Postcode**

Phone number:

Email:

5. Length of the agreement

Fixed term agreement

Start date

(this is the date the agreement starts and you may move in)

End date

Periodic agreement (monthly)

Start date

Note: If a fixed term agreement ends and the renter and rental provider do not enter into a new fixed term agreement, and the renter continues to occupy the premises, a periodic (e.g. month by month) residential rental agreement will be formed.

6. Rent

Rent amount(\$)
(payable in advance)

To be paid per week fortnight calendar month

Day rent is to be paid (e.g. each
Thursday or the 11th of each
month)

Date first rent payment due

7. Bond

The renter has been asked to pay the bond specified below.

Unless the rent is greater than \$900 (per week), the maximum bond is one month's rent. In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.

If the renter does not receive a receipt within 15 business days from when they paid the bond, they may —
email rtba@justice.vic.gov.au, or
call the RTBA on 1300 13 71 64

Rental bond amount(\$)

Date bond payment due

Part B – Standard terms

8. Rental provider's preferred method of rent payment

Note: The rental provider must permit a fee-free (other than the renter's own bank fees) payment method and must allow the renter to use Centrepay or another form of electronic funds transfer.

Note: The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(Rental provider to tick permitted methods of rent payment)

direct debit bank deposit cash cheque money order BPay

other electronic form of payment, including Centrepay

Payment details (if applicable)

BSB: 013745
Account: 551693077
Account name: First National Central KW - Rental Account
Bank Reference: TEN02930

9. Service of notices and other documents by electronic methods

Electronic service of documents must be in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000*.

Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.

The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.

The rental provider and renter must immediately notify the other party in writing if their contact details change.

9.1 Does the rental provider agree to the service of notices and other documents by electronic methods such as email?

The rental provider must complete this section before giving the agreement to the renter.
(Rental provider to tick as appropriate)

Yes

Stephanie Caulfield: stephaniec@fncentralkw.com.au

No

9.2 Does the renter agree to the service of notices and other documents by electronic methods such as email?

(Renter to tick as appropriate)

Renter 1 Yes

Richard Loughheed.: r41721441@gmail.com

No

Renter 2 Yes

No

Renter 3 Yes

No

Renter 4 Yes

No

10. Urgent repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.

For further information on seeking repairs see **Part D** (below).

Details of person the renter should contact for an urgent repair
(rental provider to insert details)

Emergency contact name

First National Central KW After Hours

Emergency phone number

03 5133 7669

Emergency email address

kwproperty@email.propertyme.com

11. Professional cleaning

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy unless —

- professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned, or pay the cost of having all or part of the rented premises professional cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

12. Owners corporation

Do owners corporation rules apply to the premises?

If yes, the rental provider must attach a copy of the rules to this agreement.

(Rental provider to tick as appropriate)

No

Yes

13. Condition report

The renter must be given 2 copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.

(rental provider to tick as appropriate)

The condition report has been provided

The condition report will be provided to the renter on or before the date the agreement starts

14 Electrical safety activities

- (a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- (b) If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.
-

15 Gas safety activities

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

- (a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- (b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.
-

16 Smoke alarm safety activities

- (a) The rental provider must ensure that:
- i. any smoke alarm is correctly installed and in working condition; and
 - ii. any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months, and
 - iii. the batteries in each smoke alarm are replaced as required.
- (b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
- Note:** Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.
- (c) The rental provider, on or before the occupation date, must provide the renter with the following information in writing:
- i. information about how each smoke alarm in the rented premises operates;
 - ii. information about how to test each smoke alarm in the rented premises;
 - iii. information about the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

Note: Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

17 Swimming pool barrier safety activities

These safety-related activities only apply if the rented premises contains a swimming pool.

- (a) The rental provider must ensure that the swimming pool barrier is maintained in good repair.

- (b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
 - (c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
 - (d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.
-

18 Relocatable pool safety activities

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, on the rented premises.

- (a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

Note: Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

19 Bushfire prone area activities

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

If the rented premises is in a designated bushfire prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.

The water tank must be full and clean at the commencement of the agreement.

Part D – Rights and obligations

This is a summary of selected rights and obligations of **renters** and **rental providers** under the Act.

Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit consumer.vic.gov.au/renting.

20. Use of the premises

The renter:

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act; and
- must not use the premises for illegal purposes; and
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours; and
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing; and
- must keep the premises reasonably clean.

21. Condition of the premises

The rental provider:

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in; and
- must maintain the premises in good repair and in a fit condition for occupation; and
- agrees to do all the safety-related maintenance and repair activities set out in **Part C** of the agreement.

The renter:

- The renter must follow all safety-related activities set out in **Part C** of the agreement and not remove, deactivate or otherwise interfere with the operation of prescribed safety devices on the premises.

22. Modifications

The renter:

- may make some modifications without seeking the rental provider's consent. These modifications are listed on the Consumer Affairs Victoria website; and
- must seek the rental provider's consent before installing any other fixtures or additions; and
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act; and
- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

The rental provider:

- must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website consumer.vic.gov.au/renting.

23. Locks

- The rental provider must ensure the premises has:
 - locks to secure all windows capable of having a lock, and
 - has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and
 - meets the rental minimum standards for locks and window locks.
- External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that—
 - is operated by a key from the outside; and
 - may be unlocked from the inside with or without a key
- The renter must obtain consent from the rental provider to change a lock in the master key system.
- The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
- The rental provider must not give a key to a person excluded from the premises under a:
 - a family violence intervention order; or
 - a family violence safety notice; or
 - a recognised non-local DVO; or
 - personal safety intervention order.

24. Repairs

- Only a suitably qualified person may do repairs—both urgent and non-urgent

25. Urgent repairs

Section 3(1) of the Act defines **urgent repairs**. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit consumer.vic.gov.au/urgentrepairs.

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

The rental provider must carry out urgent repairs after being notified. A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if—

- (a) the renter cannot meet the cost of the repairs; or
- (b) the cost of repairs is more than \$2500; or
- (c) the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

26. Non-urgent repairs

- The renter must notify the rental provider, in writing, as soon as practicable of —
 - damage to the premises; and
 - a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in reasonable time.
- The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days of receiving notice of the need for repair.

27. Assignment or sub-letting

The renter:

- The renter must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider. The rental provider may give the renter notice to vacate if the renter assigns or sub-lets the premises without consent.

The rental provider:

- cannot unreasonably withhold consent to assign or sub-let the premises; and
- must not demand or receive a fee or payment for consent, other than any reasonable expenses incurred by the assignment.

28. Rent

- The rental provider must give the renter at least 60 days written notice of a proposed rent increase
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, then renter may request a receipt.
- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

29. Access and entry

- The rental provider may enter the premises—
 - at any time, if the renter has agreed within the last 7 days; and
 - to do an inspection, but not more than once every 6 months; and
 - to comply with the rental provider's duties under the Act; and
 - to show the premises or conduct an open inspection to sell, rent or value the premises; and
 - to take images or video for advertising a property that is for sale or rent; and
 - if they believe the renter has failed to follow their duties under the Act; and
 - to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.
- The renter must allow entry to the premises where the rental provider has followed proper procedure.
- The renter is entitled to a set amount of compensation for each sales inspection.

30. Pets

- The renter must seek consent from the rental provider before keeping a pet on the premises.
- The rental provider must not unreasonably refuse a request to keep a pet.

31. Additional terms (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 558 181 for further information or visit consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms.

1. PRIVACY COLLECTION: Due to changes in the Privacy laws, from 21st of December 2001, all real estate agencies must ensure that you fully understand the National Privacy Principles and the manner in which we must use your private information in order to carry out our role as professional property managers.

Please take the time to read this privacy statement carefully.

As professional property managers, KW Property Sales & Rental collects personal information about you.

To ascertain what personal information we have about you, you can contact our agency via phone, email or in person.

Personal information collected by our agency is necessary to manage the tenancy and may be disclosed, by use of the internet or otherwise, to other parties including, the Rental Provider, the Rental Provider's lawyers, the Rental Provider's mortgagee (for mortgage purposes), organisations and tradespeople required to carry out maintenance to the premises, rental bond authorities, National Tenancies Database, other real estate agents and Rental Providers, utility companies such as gas, electricity, water connection, banks (for rental payment facilities and financial records) and employers (for reference purposes).

Our Agency will only disclose information in this way to other parties as required to perform our duties as Managing Agents, to achieve the purposes specified above or as otherwise allowed under the Privacy Act.

I/we hereby acknowledge that I/we have read and understood the contents of this Privacy Collection Notice.

Renter Acknowledgement

1. Richard Loughheed. viewed and acknowledged at Tue, 19/03/2024 12:55 from device: Windows 10 Other Chrome 122.0.0

2. **SMOKE ALARMS:** Renters must not deactivate or remove a smoke alarm or interfere with its operation in any way. If a renter, resident or their visitor does this, it is a breach of duty and a rental provider or rooming house operator may give the renter or resident an **immediate** notice to vacate.

The renter/s must notify the rental provider or rooming house operator if a smoke alarm is faulty or not working & should leave batteries in the smoke alarm when moving out.

Safety Related Activities:

1/. **How a smoke alarm operates:** The smoke alarms in residential properties are powered by a 9 volt battery, 240 volt mains power or a combination of both. Sensors in a smoke alarm are designed to sense the smoke created by a fire & sound a siren to alert any occupants of any impending danger.

2/. **How to test a smoke alarm:** The smoke alarms in residential properties are provided with a test button that allows the alarms siren to be tested for correct operation. The test button is usually located on the bottom face of the alarm. It should be pressed for a minimum of 10 seconds or until the siren sounds. If a loud siren does not sound within 10 seconds the alarm should be inspected by a professional fire protection contractor.

3/. **Renters obligations regarding smoke alarms:** Its a renters obligation to NOT tamper with a smoke alarm and to immediately report to their managing agent if a smoke alarm is not in working order.

Renter Acknowledgement

1. Richard Loughheed. viewed and acknowledged at Tue, 19/03/2024 12:55 from device: Windows 10 Other Chrome 122.0.0

3. **SMOKING** – Tenants are aware there is to be **No Smoking** at any time inside of the property. All tenants and/or their visitors must smoke outside. Any damage caused by cigarette smoke and nicotine is to be remedied fully at the tenants expense.

Renter Acknowledgement

1. Richard Loughheed. viewed and acknowledged at Tue, 19/03/2024 12:55 from device: Windows 10 Other Chrome 122.0.0

4. **PARKING** - Tenants are to park only in allocated parking areas of the property such as driveway, carport or garage. There is to be no parking on lawns or nature strips. If property being rented is in a block of flats or units with an allocated parking area, then each tenant has only one allocated parking spot for the property. Should any tenant have more than one car or if they have visitors attend then tenants must ensure that any extra car or visitors cars park on the street. If there is no allocated parking to any property, then all tenants and/or their visitors must park on the street.

Renter Acknowledgement

1. Richard Loughheed. viewed and acknowledged at Tue, 19/03/2024 12:55 from device: Windows 10 Other Chrome 122.0.0

5. Renter Information - Important Telephone Numbers:

First National Central KW 5133 7777

First National Central KW After Hours 5133 7669 (Emergency repairs only)

SES 132 500

Service Connections:

It is your responsibility to have gas, electricity, and telephone (if required) connected in your name and to have the accounts finalized when you vacate the premises.

Payment of Rent:

Rent must be paid 2 weeks in advance. We have many payment options available including Centrepay which is available to those who receive Centrelink benefits. Our office can also provide you with account details if you want to pay rent via internet banking.

Office Hours:

Monday to Friday 9.00 am - 5.00 pm

If you are experiencing difficulties in paying your rent, please advise a Property Manager immediately.

Our rent arrears procedure is very simple, you will receive a text message reminding you your rent is overdue and payment is required immediately. You may also receive a phone call or email. We are required by law to advise you of any arrears. On day fifteen of your rental arrears we will seek instruction from your Rental Provider regarding a Notice to Vacate being issued. If a Notice to Vacate the rented premises is sent to you via Email/Registered Post and if rent is still not paid in full by the expiry of this notice, an application is made to the Victorian Civil and Administration Tribunal for possession of the rented premises.

Please remember our rental providers have financial commitments to meet and they rely on the rent being paid on time.

Your Contact Details:

Please ensure your email, contact phone numbers, including work, home and mobile phones are up to date. This is important in the case of maintenance and organizing repairs as well as our office being able to contact you.

Insurance:

It is your responsibility to arrange for contents insurance for your possessions. The rental providers insurance policy covers the building and sometimes fixtures and fittings inside the property only.

Ending the Tenancy / Rental Agreement break:

If you wish to vacate the property at the end of the fixed term agreement or periodic agreement, you must give written notice twenty eight (28) days prior to the rental agreement end date or thereafter. Vacating forms are available at our office.

Rental Agreement break - if you need to break your rental agreement, contact our office to discuss the fees and costs associated. Remember, you are responsible for rent and maintaining the property until a new renter moves in.

Reporting Maintenance:

Prior to reporting maintenance, please ensure you have all the required details to ensure our staff understand the repairs required. Maintenance can be reported by phone, or email. Note: light bulbs, fluorescent tubes and starters, lighting pilot lights, cleaning of filters on air conditioners and cleaning of gutters, heaters and dishwashers are not the Rental Provider's responsibility.

After Hours emergency maintenance can be phoned through on 5133 7669. If the emergency maintenance reported is storm related (roof tiles off, roof sheeting loose or coming off) please phone the SES on 132 500 for their assistance and call our office to report the matter on the first business day.

If you lock yourself out of the property after hours, this is NOT considered a maintenance issue and you will be required to contact a locksmith to gain entry and will therefore be responsible for the locksmith account. Remember, if you change the locks at the property, you are required to supply our office with a spare key as per the Residential Tenancies Act 1997.

Car Parking:

Cars can only be parked in designated areas. You are not permitted to park cars on nature strips or lawn areas and this is a breach of your rental agreement.

Smoking:

Renters are aware there is to be No Smoking at any time inside of the property. All renters and/or their visitors must smoke outside. Any damage caused by cigarette smoke and nicotine is to be remedied fully at the renters expense.

Bond Refunds after Final Inspections:

Bonds are refunded only after keys have been received by our office and the final inspection has been completed. To obtain a full bond refund at the end of your tenancy, it is recommended that you leave the property in the same condition as it was when your tenancy commenced. A checklist is sent to you prior to you vacating a property and you should adhere to this as well as your original condition report.

Renter Acknowledgement

1. Richard Lougheed. viewed and acknowledged at Tue, 19/03/2024 12:55 from device: Windows 10 Other Chrome 122.0.0

6. WATER USAGE: The renter/s and/or rental provider/s are aware that water usage is included in the rental amount for the property.

Renter Acknowledgement

1. Richard Lougheed. viewed and acknowledged at Tue, 19/03/2024 12:55 from device: Windows 10 Other Chrome 122.0.0

7. CARPET CLEANING: At the end of the tenancy, the renter acknowledges the carpets must be steam/dry cleaned by a professional. Receipts must be provided when handing in keys.

Renter Acknowledgement

1. Richard Lougheed. viewed and acknowledged at Tue, 19/03/2024 12:55 from device: Windows 10 Other Chrome 122.0.0

Property Disclosures

This section contains important disclosures from your Rental Provider about the rented premises:

Embedded Electricity Network

Is the electricity supplied to the property from an embedded electricity network?

(An embedded electricity network is a privately owned and managed electricity network that may often supply all premises within a specific area or building and connect to the national electric grid through a parent connection point.)

If electricity is supplied to the premises via an embedded electricity network, you must provide further information below about the network operator as it is required to be provided to the Renter.

Please provide the trading name, ABN and contact details (including phone number and website) of any embedded electricity network provider that is applicable to this property.

Yes No

Comments

-

Intention to Sell

Has an agent been engaged to sell the property, a contract of sale prepared or an ongoing proposal to sell the property?
If yes, please provide details below.

Yes No

Comments

-

Homicide

Are the premises or common property known to have been the location of a homicide in the last 5 years?

Yes No

Comments

-

Drug Contamination

Are the premises known to be contaminated because of prior use of the premises for the trafficking or cultivation of a drug of dependence in the last 5 years?

Yes No

Comments

-

Mould or Dampness

In the last 3 years, has the premises been subject to a repair notice relating to mould or damp in the premises caused by or related to the building structure?

Yes No

Comments

-

Safety Checks

Has the premises had the required gas safety check, electrical safety check and pool barrier compliance check (if applicable) carried out?

If they have been carried out, please provide the dates of the latest applicable checks below.

Yes No

Comments

As 73b is on the same electricity meter as 73a can this be done at the same time as 73a?

Safety Check Recommendations

Are there any outstanding recommendations for work to be completed at the premises from a gas safety check and electrical safety check?

Yes No

Comments

-

Asbestos

Are the premises known to have friable or non-friable asbestos based on an inspection by a suitably qualified person?

Yes No

Comments

-

Building/Planning Permit

Are the premises known to be affected by a building or planning application that has been lodged with the relevant authority?

Yes No

Comments

-

Building Work Dispute

Is there a current domestic building work dispute under the Domestic Building Contracts Act 1995 which applies to or affects the premises?

Yes No

Comments

-

OC Dispute

Is there a current dispute under Part 10 of the Owners Corporations Act 2006 which applies to or affects the premises?

Yes No

Comments

-

Building Defects/Safety Concerns

Are the premises or common property the subject of any notice, order, declaration, report or recommendation issued by a relevant building surveyor, municipal building surveyor, public authority or government department relating to any building defects or safety concerns associated with the rented premises or common property at the time of disclosure? If yes, please provide further details and a description of the notice, order, declaration, report or recommendation below.

Yes No

Comments

-

Heritage Register

Are the premises considered a registered place?
Registered Place meaning, a place included in the Heritage Register within the meaning of section 3(1) of the Heritage Act 2017.

Yes No

Comments

-

Minimum Standards

Do the premises comply with the rental minimum standards?

The rental minimum standards are new regulations that came into effect on the 29th March 2021 and all rented premises must comply with important requirements relating to amenity, safety and privacy. Rental providers have a duty to ensure their property meets these standards.

Information on the specific requirements of the minimum standards can be found on the Consumer Affairs website (<https://www.consumer.vic.gov.au/housing/renting/changes-to-renting-laws/resources-for-practitioners/fact-sheet-26-rental-minimum-standards>).

If the premises does not meet any of the requirements, please provide details below.

Yes No

Comments

-

Right To Let the Premises

Are you the owner of the property?

If you are not, please advise the specifics of your rights to let the property on the owners behalf.

Yes No

Comments

-

Mortgagee Possession

Has a mortgagee commenced a proceeding to enforce a mortgage over the property or taking action for possession of the property?

Yes No

Comments

-

Renter Acknowledgement

1. Richard Loughheed, viewed and acknowledged at Tue, 19/03/2024 12:56 from device: Windows 10 Other Chrome 122.0.0

Privacy Collection Notice

As professional property managers **First National Central KW** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 03 5133 7777

Primary Purpose

As professional property managers, **First National Central KW** collect your personal information to assess the risk in providing you with the lease / tenancy of the **Premises** you have requested, and if the risk is considered acceptable, to provide you with the lease / tenancy of the **Premises**.

To carry out this role, and during the term of your tenancy, we usually disclose your personal information to:

- The **Rental Provider**
- The **Rental Provider's** lawyers
- The **Rental Provider's** mortgagee
- Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Premises**
- Third party organisations required to provide **First National Central KW** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database (National Tenancy Database is a division of Equifax Pty Ltd) for purposes of checking an applicant's tenancy history.
The database operator can be contacted for information on the service or to request a copy of the data held via email at info@tenancydatabase.com.au or by submitting the request form on their website at the following address
<https://www.tenancydatabase.com.au/contact-us>
- Other Real Estate Agents, **Rental Providers** and Valuers

Secondary Purpose

First National Central KW also collect your personal information to:

- Enable us, or the **Rental Provider's** lawyers, to prepare the lease / tenancy documents for the **Premises**.
- Allow organisations / tradespeople to contact you in relation to maintenance matters relating to the

Premises.

- Pay / release rental bonds to / from Rental Bond Authorities (where applicable).
- Refer to Tribunals, Courts and Statutory Authorities (where necessary).
- Refer to Collection Agent / Lawyers (where default / enforcement action is required).
- Provide confirmation details for organisations contacting us on your behalf i.e. Banks, Utilities (Gas, Electricity, Water, Phone), Employers, etc.

If your personal information is not provided to us and you do not consent to the uses to which we put your personal information, **First National Central KW** cannot properly assess the risk to our client, or carry out our duties as professional property managers. Consequently, we then cannot provide you with the lease / tenancy of the **Premises**. You also acknowledge that our related financial services company may contact you from time to time to explain other services that this company may be able to provide.

Our privacy policy contains information about how you may access the personal information we hold about you, including information about how to seek correction of such information. We are unlikely to disclose any of your personal information to overseas recipients.

The **First National Central KW** privacy policy contains information about how you may complain about an alleged breach of the Australian Privacy Principles, and how we will deal with such a complaint.

The **First National Central KW** privacy policy can be viewed without charge on the **First National Central KW** website; or contact your local **First National Central KW** office and we will send or email you a free copy.

Disclaimer

First National Central KW its directors partners employees and related entities responsible for preparing this **Agreement** believe that the information contained in this **Agreement** is up to date and correct. However no representation or warranty of any nature can be given intended or implied and the **Rental Provider** and the **Renter** should rely on their own enquiries as to the accuracy of any information or material incorporated in this **Agreement**. The law is subject to change without notice and terms and conditions in this **Agreement** may be amended as a result. **First National Central KW** disclaims all liability and responsibility including for negligence for any direct

or indirect loss or damage suffered by any person arising out of any use and/or reliance on this **Agreement** or any information incorporated in it.

Signatures

This agreement is made under the Act.

Before signing you must read **Part D – Rights and obligations** of this form.

Rental Provider's Agent

Rental Provider's Agent : **Stephanie Caulfield** on behalf of **SIMON CROFTS** (Rental Provider)

Stephanie Caulfield

Signed at Mon, 15/04/2024 08:35 , from device: Windows 10 Other Chrome 123.0.0

Renter(s)

Renter : **Richard Lougheed.**

Richard Lougheed.

Signed at Wed, 20/03/2024 11:15 , from device: Windows 10 Other Chrome 122.0.0

AUDIT TRAIL

Richard Lougheed. (Renter)

Mon, 18/03/2024 16:46 - Invite sent to Richard Lougheed.

Tue, 19/03/2024 12:52 - Richard Lougheed. clicked 'start' button to view the Residential Rental Agreement
(Windows 10 Other Chrome 122.0.0, IP: 139.130.126.102)

Tue, 19/03/2024 13:03 - Richard Lougheed. clicked 'start' button to view the Residential Rental Agreement
(Windows 10 Other Chrome 122.0.0, IP: 139.130.126.102)

Tue, 19/03/2024 16:48 - Reminder email sent to Richard Lougheed.. (email subject: 24 hours remaining until
deadline for Residential Rental Agreement | 73B HOYLE STREET/ (UNIT), MORWELL
VIC 3840 | Renter)

Wed, 20/03/2024 04:48 - Reminder email sent to Richard Lougheed.. (email subject: 12 hours remaining until
deadline for Residential Rental Agreement | 73B HOYLE STREET/ (UNIT), MORWELL
VIC 3840 | Renter)

Wed, 20/03/2024 10:48 - Reminder email sent to Richard Lougheed.. (email subject: 6 hours remaining until
deadline for Residential Rental Agreement | 73B HOYLE STREET/ (UNIT), MORWELL
VIC 3840 | Renter)

Wed, 20/03/2024 11:10 - Richard Lougheed. clicked 'start' button to view the Residential Rental Agreement
(Windows 10 Other Chrome 122.0.0, IP: 139.130.126.102)

Wed, 20/03/2024 11:14 - Richard Lougheed. submitted the Residential Rental Agreement (Windows 10 Other
Chrome 122.0.0, IP: 139.130.126.102)

Stephanie Caulfield (Rental Provider's Agent)

Mon, 15/04/2024 08:34 - Stephanie Caulfield clicked 'start' button to view the Residential Rental Agreement

Mon, 15/04/2024 08:35 - Stephanie Caulfield stamped saved signature the Residential Rental Agreement

Mon, 15/04/2024 08:35 - Stephanie Caulfield submitted the Residential Rental Agreement

AGREEMENT END

From www.land.vic.gov.au at 30 April 2025 10:41 AM

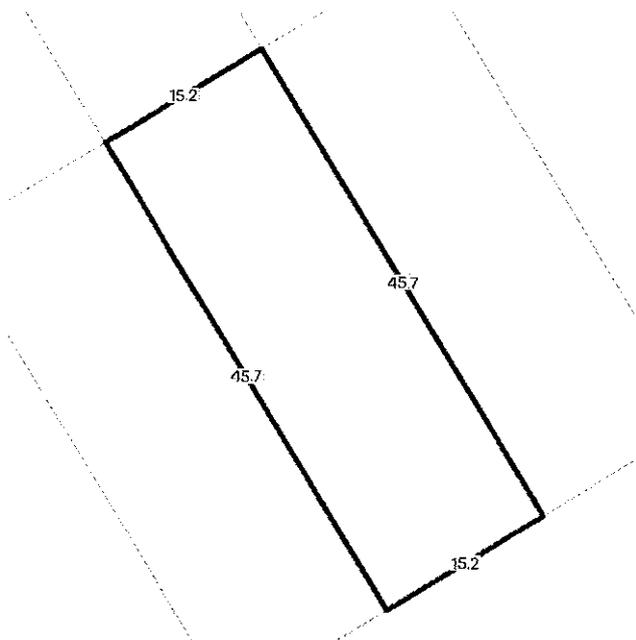
PROPERTY DETAILS

Address: **73 HOYLE STREET MORWELL 3840**
Lot and Plan Number: **Lot 12 LP15159**
Standard Parcel Identifier (SPI): **12\LP15159**
Local Government Area (Council): **LATROBE**
Council Property Number: **16910**
Directory Reference: **Vicroads 699 M5**

www.latrobe.vic.gov.au

SITE DIMENSIONS

All dimensions and areas are approximate. They may not agree with those shown on a title or plan.



Area: 697 sq. m

Perimeter: 122 m

For this property:

— Site boundaries

--- Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Urban Water Corporation: **Gippsland Water**
Melbourne Water: **Outside drainage boundary**
Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**
Legislative Assembly: **MORWELL**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

Vicplan <https://mapshare.vic.gov.au/vicplan/>

Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

Area Map



 Selected Property

From www.planning.vic.gov.au at 30 April 2025 10:41 AM

PROPERTY DETAILS

Address: **73 HOYLE STREET MORWELL 3840**
 Lot and Plan Number: **Lot 12 LP15159**
 Standard Parcel Identifier (SPI): **12\LP15159**
 Local Government Area (Council): **LATROBE**
 Council Property Number: **16910**
 Planning Scheme: **Latrobe**
 Directory Reference: **Vicroads 699 M5**

www.latrobe.vic.gov.au

[Planning Scheme - Latrobe](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
 Urban Water Corporation: **Gippsland Water**
 Melbourne Water: **Outside drainage boundary**
 Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**
 Legislative Assembly: **MORWELL**

OTHER

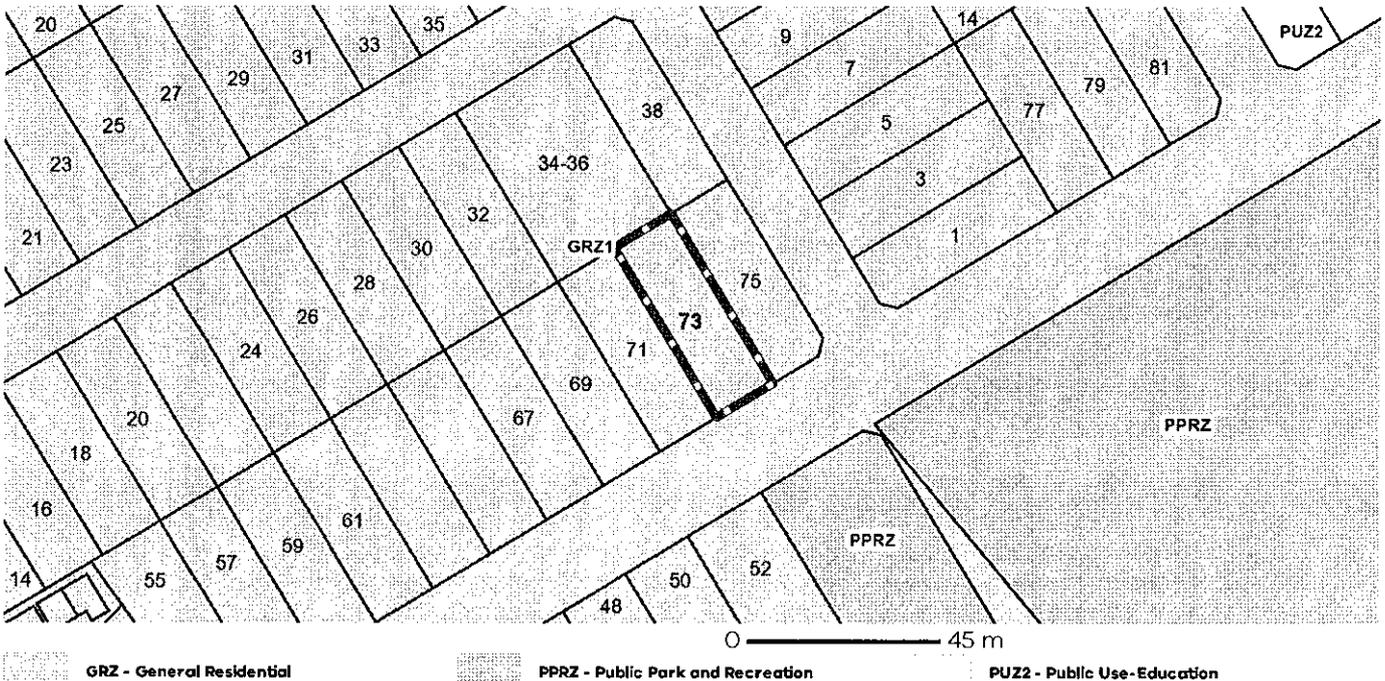
Registered Aboriginal Party: **Gunaikurnai Land and Waters Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

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



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

Planning Overlays

No planning overlay found

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

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

Further Planning Information

Planning scheme data last updated on 24 April 2025.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

To view planning zones, overlay and heritage information in an interactive format visit

<https://mapshare.maps.vic.gov.au/vicplan>

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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