SECTION 32 STATEMENT

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

Vendor:	Robert Harvey Anderson and Wendy Margaret Anderson
Property:	80 Deering Avenue BADGER CREEK VIC 3777

VENDORS REPRESENTATIVE

G A Black & Co

PO Box 253
YARRA JUNCTION VIC 3797

Tel: 03 5967 1622
Fax: 03 5967 1309
Email: jo@gablack.com

Ref: 003474

SECTION 32 STATEMENT
80 DEERING AVENUE BADGER CREEK VIC 3777

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.

32A FINANCIAL MATTERS

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
Yarra Ranges Council	**$3,115.65**	**Per annum**
Yarra Valley Water	**See attached certificate**	

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 that Yarra Valley Water may install a meter at the property for the untreated water.

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.

32A(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

(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

SECTION 32 STATEMENT
80 DEERING AVENUE BADGER CREEK VIC 3777

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 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

SECTION 32 STATEMENT
80 DEERING AVENUE BADGER CREEK VIC 3777

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.

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	Not Connected
Water supply	Untreated water via private trunk service and Tank
Sewerage	Not Connected
Telephone services	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.
(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.

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.

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.)

DATE OF THIS STATEMENT [ ] / [ ] /20 [ ]

Name of the Vendor

Robert Harvey Anderson and Wendy Margaret Anderson

Signature/s of the Vendor

Wendy M. Anderson

x R. H. Anderson

SECTION 32 STATEMENT
80 DEERING AVENUE BADGER CREEK VIC 3777

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

VOLUME 07633 FOLIO 186 Security no : 124067887632Y
Produced 30/08/2017 01:45 pm

LAND DESCRIPTION

Lot 1 on Title Plan 512215L (formerly known as part of Crown Allotment 68 Parish of Gracedale).
PARENT TITLE Volume 05664 Folio 783
Created by instrument 2440800 25/09/1951

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
ROBERT HARVEY ANDERSON
WENDY MARGARET ANDERSON both of 36 WEST END RD WARRANDYTE 3113
S334984R 02/02/1993

ENCUMBRANCES, CAVEATS AND NOTICES

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 set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE TP512215L 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: 80 DEERING AVENUE BADGER CREEK VIC 3777

DOCUMENT END

Delivered by LANDATA®. Land Victoria timestamp 30/08/2017 13:47 Page 1 of 1
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TITLE PLAN		EDITION 1	TP 512215L

Location of Land

Parish: GRACEDALE
Township:
Section:
Crown Allotment: 68 (PT)
Crown Portion:

Last Plan Reference:
Derived From: VOL 7633 FOL 186
Depth Limitation: 50 FEET

Notations

ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN

Description of Land / Easement Information

ALL THAT piece of land delineated and coloured purple on the map in the margin containing ---------- Eleven acres Two roods and Seventeen perches or thereabouts being part of Crown --- Allotment Sixty-eight Parish of Gracedale County of Evelyn - - - - - - - - - - - - - - -

THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT
COMPILED: 31/03/2000
VERIFIED: AD

COLOUR CODE
P = PURPLE

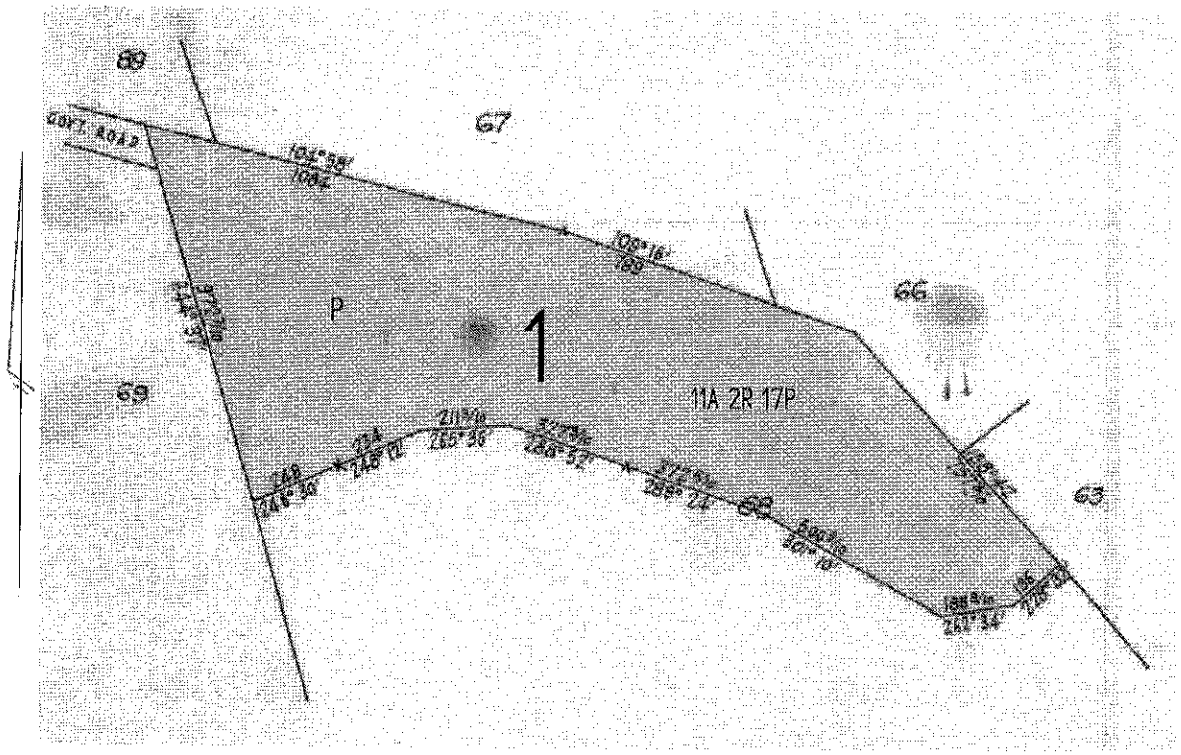


TABLE OF PARCEL IDENTIFIERS
WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962
PARCEL 1 = CA 68 (PT)

LENGTHS ARE IN LINKS	Metres = 0.3048 x Feet Metres = 0.201168 x Links		Sheet 1 of 1 sheets

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

464784

APPLICANT'S NAME & ADDRESS

JO C/- LANDATA

MELBOURNE

VENDOR

ANDERSON, WENDY MARGARET

PURCHASER

REFERENCE

Anderson

This certificate is issued for:

LOT 1 PLAN TP512215 ALSO KNOWN AS 80 DEERING AVENUE BADGER CREEK
YARRA RANGES SHIRE

The land is covered by the:
YARRA RANGES PLANNING SCHEME

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

The land:

- is included in a	GREEN WEDGE ZONE - SCHEDULE 5
- is within a	SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 3
and a	BUSHFIRE MANAGEMENT OVERLAY (BMO-WMO)

A Proposed Amending Planning Scheme C148 has been placed on public exhibition which shows this property :

- is within a	ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1 - C148
and a	AREA TO BE DELETED FROM A SIGNIFICANT LANDSCAPE OVERLAY - C148
and a	SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 6 - C148
- and is	AREA OUTSIDE THE URBAN GROWTH BOUNDARY

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

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

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®
570 Bourke Street
Melbourne VIC 3000
Tel: (03) 8636 2456

30 August 2017

Hon. Richard Wynne MP
Minister for Planning

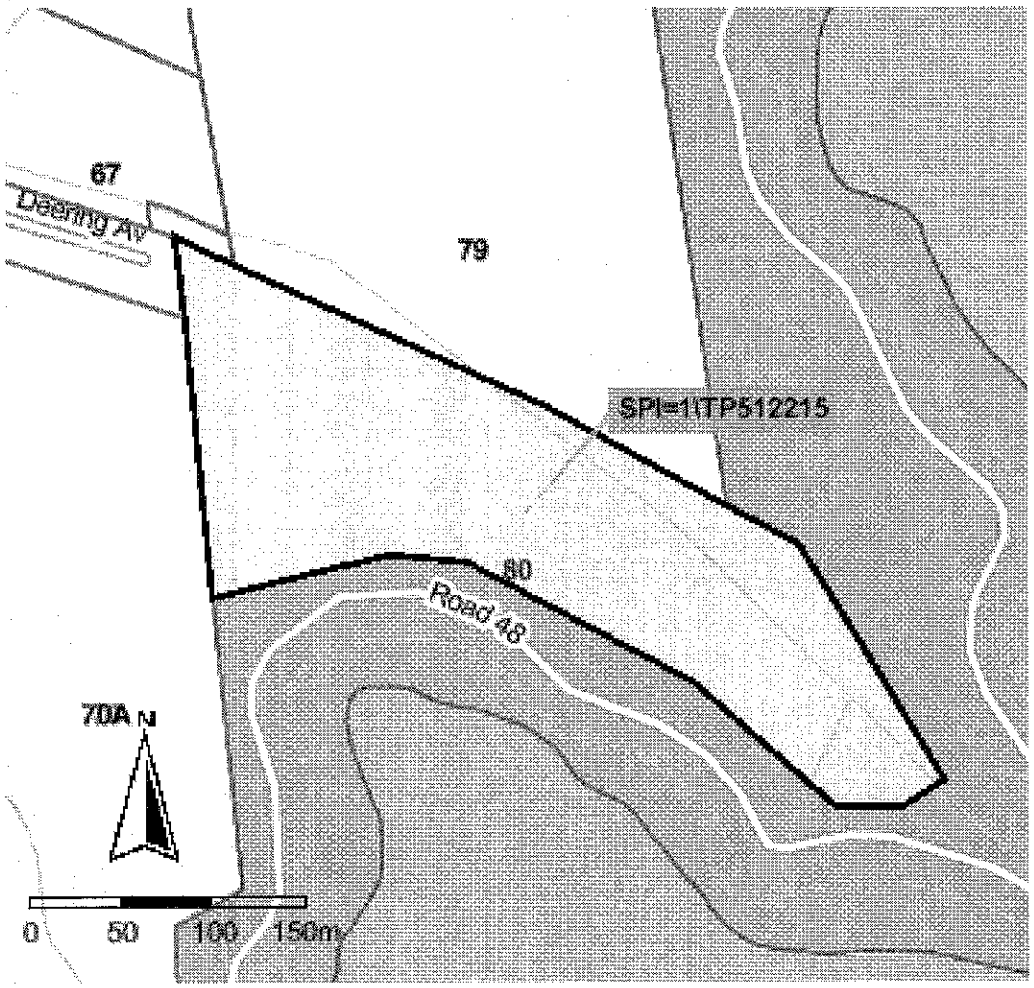
VICTORIA
State Government

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) 8636 2456 or email landata.enquiries@delwp.vic.gov.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 and for as little as $11.70 (plus your broker's service fee where applicable) receive your authoritative Planning Certificate 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.

VICTORIA
State Government

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

30th August 2017

G A Black & Co

Dear G A Black & Co,

RE: Application for Water Information Statement

Property Address:	80 DEERING AVENUE BADGER CREEK 3777
Applicant	G A Black & Co
Information Statement	30321261
Conveyancing Account Number	4279580000
Your Reference	Anderson

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Encumbrance Statement
- Melbourne Water Encumbrance Statement
- Asset Plan
- Rates Certificate
- Private Main/Trunk Service Agreement

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address enquiry@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

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yvw.com.au

Yarra Valley Water Encumbrance

Property Address	80 DEERING AVENUE BADGER CREEK 3777

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

The water supply to this property is connected by means of a shared Private Water Main.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.

2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

YARRA VALLEY WATER
ABN 93 066 902 501

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E enquiry@yvw.com.au
yvw.com.au

Melbourne Water Encumbrance

Property Address	80 DEERING AVENUE BADGER CREEK 3777

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(3)

The Boggy Creek is located within the northern and eastern portion of the property. Melbourne Water has responsibility for the management and control of the bed and banks of this waterway to the extent necessary to carry out its functions under the Water Act 1989. For further information contact Melbourne Water on 9679 7517

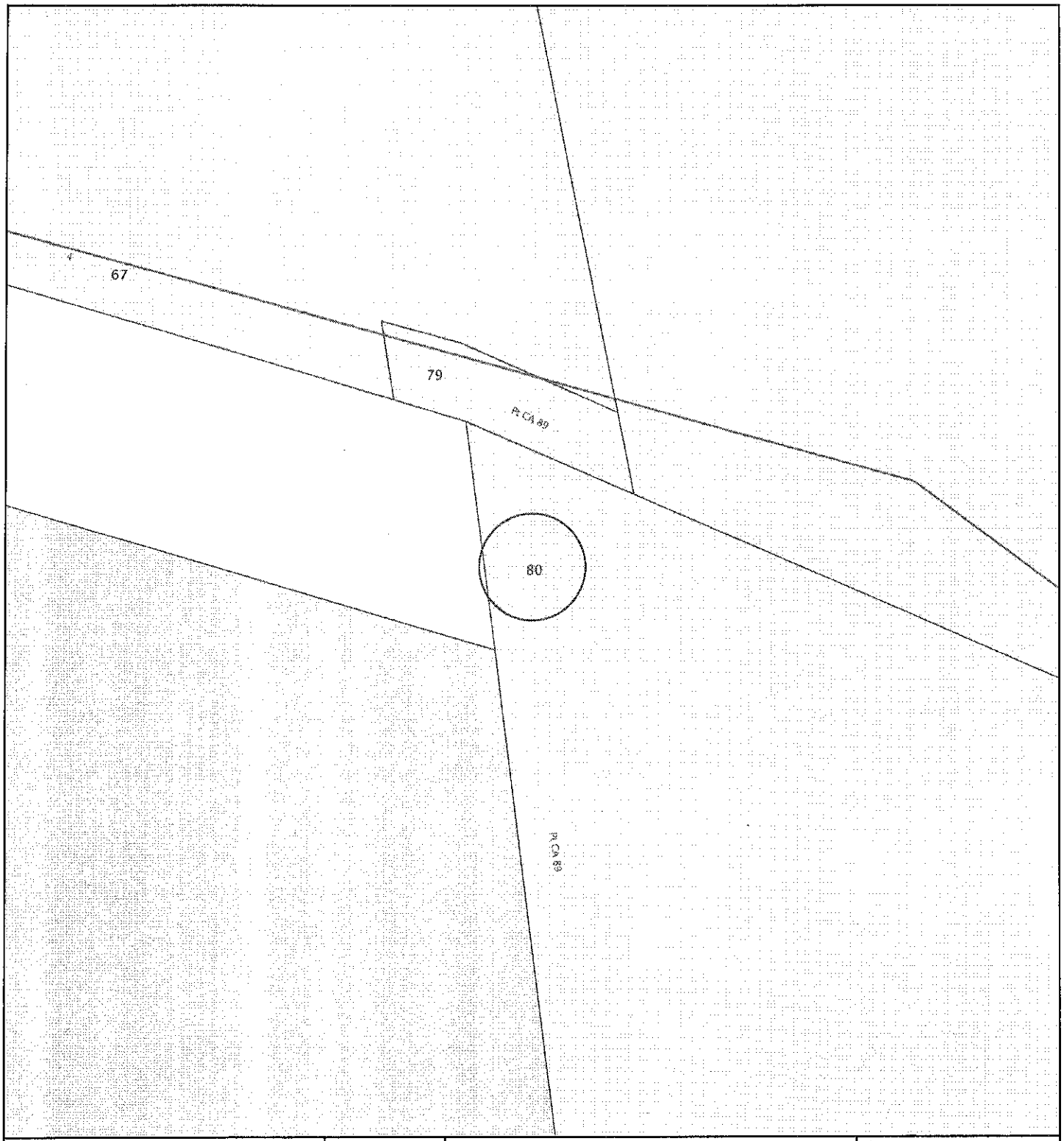
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

The subject property may be affected by drainage and/or flooding issues. For further information please contact Melbourne Water's Land Development Team on telephone 9679 7517.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.



Yarra Valley Water

Information Statement Number: 30321261

Address	80 DEERING AVENUE BADGER CREEK 3777
Date	30/08/2017
Scale	1:1000

N

Yarra Valley Water

ABN 93 066 902 501

Existing Title	Access Point Number	GLV2-42	MW Drainage Channel Centreline		
Proposed Title	Sewer Manhole		MW Drainage Underground Centreline		
Easement	Sewer Pipe Flow		MW Drainage Manhole		
Existing Sewer	Sewer Offset	<1.00>	MW Drainage Natural Waterway		
Abandoned Sewer	Sewer Branch				

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:
- Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;
- Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;
- Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;

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yvw.com.au

G A Black & Co
jo@gablack.com

RATES CERTIFICATE

Account No: 6583580000
Rate Certificate No: 30321261

Date of Issue: 30/08/2017
Your Ref: Anderson

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
80 DEERING AVE, BADGER CREEK VIC 3777	1\TP512215	1417646	Residential

Agreement Type	Period	Charges	Outstanding
Drainage Fee	01-07-2017 to 30-09-2017	$13.69	$13.69
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
		Balance Brought Forward	$0.00
		Total Due	$13.69

IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS
To ensure you accurately adjust the settlement amount, we strongly recommend you book a Special Meter Reading:

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.

GENERAL MANAGER
RETAIL SERVICES

Note:
1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of $100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
4. If the total due displays a (-$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. Any deferred property debt is included in the arrears figures.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2017, Residential Water Usage is billed using the following step pricing system: 264.36 cents per kilolitre for the first 44 kilolitres; 310.58 cents per kilolitre for 44-88 kilolitres and 461.93 cents per kilolitre for anything more than 88 kilolitres
9. From 01/07/2017, Residential Recycled Water Usage is billed 231.91 cents per kilolitre
10. From 01/07/2017, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 204.87 cents per kilolitre
11. From 01/07/2017, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 204.87 cents per kilolitre

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Property No: 1417646

Address: 80 DEERING AVE, BADGER CREEK VIC 3777

Water Information Statement Number: 30321261

HOW TO PAY

BPAY

Biller Code: 344366
Ref: 65835800003

Mail a Cheque with the Remittance Advice below to:
Yarra Valley Water
GPO Box 2860 Melbourne VIC 3001

Amount Paid		**Date Paid**		**Receipt Number**	

Please Note: BPAY is available for individual property settlements.

PROPERTY SETTLEMENT REMITTANCE ADVICE

Property No: 1417646

Address: 80 DEERING AVE, BADGER CREEK VIC 3777

Water Information Statement Number: 30321261

Cheque Amount: $

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Did you know?
PEXA is a property exchange network that allows secure, online lodgment and Financial Settlement.
Property Land Titles are lodged online at settlement, whilst funds are settled through the Reserve Bank of Australia, meaning that the vendor will usually receive their cleared funds on the same day.
There's no need to wait on the phone for payout figures as transfer and Electronic Notice of Sale documents are transmitted automatically at settlement.

Key benefits for you

- Free to register
- Fast, immediate updates
- Potential to settle in minutes (not days)
- Pre-lodgement verification improves information accuracy
- Conveyencers, banks, legal firms and land registries share information
- No need to physically attend settlement
- Funds settle through the Reserve Bank of Australia

Want to know more or register?
Please visit the PEXA website or contact them directly:
https://www.pexa.com.au/howpexaworks
Phone: 1300 084 515 between 7am-10pm AEST/AEDT Monday to Friday excluding national public holidays
Email: support@pexa.com.au

22267013

YARRA VALLEY WATER LIMITED
(ACN 066 902 501)

TEMPORARY TRUNK SERVICE AGREEMENT

CONNECTIONS FROM A MELBOURNE WATER CORPORATION ASSET

REFERENCE NO: .....(Office Use Only)

Yarra Valley Water agrees to supply water to each property owner specified in schedule 1 of this agreement for the purposes of each property specified in schedule 1 on a temporary basis on the terms and conditions in this agreement.

1 OBLIGATIONS OF PROPERTY OWNER

Connection of Temporary Trunk Service

1.1 The property owner may only proceed with works to connect a property subject to this agreement to the water main by a temporary trunk service if the property owner has complied with the requirements in Yarra Valley Water's letter of approval in relation to that property and has been informed by Yarra Valley Water that work may proceed.

1.2 The property owner may only connect a temporary trunk service to Melbourne Water Corporation's works if all requirements in Yarra Valley Water's letter of approval are complied with.

Responsibility for Maintenance

1.3 Where only one property is connected to the temporary trunk service, the property owner is responsible for the maintenance, repair and replacement of the temporary trunk service, and any works that are required to connect the property to the temporary trunk service.

1.4 Subject to clause 1.5, where more than one property is connected to a temporary trunk service, each property owner is responsible for the maintenance, repair and replacement of any works in connection with a temporary trunk service that are required for delivery of water to the property of that property owner.

1.5 If any part of the works in connection with a temporary trunk service is required for the delivery of water to more than one property, the owners of those properties are jointly and severally responsible for the maintenance, repair and replacement of that part of the works.

1.6 Each property owner must comply with all directions issued under section 68 of the **Water Industry Act 1994** by Yarra Valley Water from time to time including carrying out any works, repairs or maintenance to the temporary trunk service deemed necessary by Yarra Valley Water.

1.7 The temporary trunk service must not be altered or extended (including for the purposes of a subdivision of land) unless Yarra Valley Water's approval has been obtained.

1.7 The temporary trunk service must not be altered or extended (including for the purposes of a subdivision of land) unless Yarra Valley Water's approval has been obtained.

Pipework and Plumbing

1.8 Each property owner must ensure that all pipework and plumbing relating to the temporary trunk service is carried out in accordance with Yarra Valley Water's letter of approval and **A.S. 3500 Part 1, Victoria Water Supply and Sewerage Plumbing Regulations 1994, Water Industry Regulations 1995.**

Supply to Others Prohibited

1.9 Each property owner must ensure that no property other than a property the subject of this agreement is connected to or receives water from the temporary trunk service except in accordance with clause 8.

2 WATER USAGE

2.1 All water supplied by means of the trunk service to a property must be measured by a meter.

2.2 Yarra Valley Water will measure the quantity of water supplied to the property (water usage)

(a) by means of a meter at the point of tapping to the water main (master meter); and

(b) by means of a meter to measure all water supply to each property (property meter).

2.3 Subject to the **Water Industry Regulations 1995,** where water is supplied by means of a temporary trunk service to one property, water usage to the property is the greater of the water usage recorded by the master meter and the water usage recorded by the property meter.

2.4 Subject to the **Water Industry Regulations 1995,** where water is supplied by means of a temporary trunk service to more than one property, the water usage for each property is:

(a) the water usage recorded by the property meter for that property plus; plus

(b) an equal share of any water usage recorded by the master meter that exceeds the aggregate water usage recorded on each property meter.

2.5 Yarra Valley Water is responsible for maintaining the ferrule, the master meter and each property meter in accordance with the **Water Industry Regulations 1995.**

3 FEES AND CHARGES

The property owner must pay Yarra Valley Water the water usage charges and any other applicable fees and charges from time to time applying under Yarra Valley Water's pricing policy for the supply of water to a property by the temporary trunk service as determined in accordance with Yarra Valley Water's water and sewerage licence and the **Water Industry Act 1994.**

4 WATER INDUSTRY ACT 1994 AND WATER INDUSTRY REGULATIONS 1995

4.1 The **Water Industry Act 1994** and **Water Industry Regulations 1995** apply to this agreement to the extent they are applicable to a temporary trunk service.

4.2 Any reference to legislation or subordinate legislation in this agreement is a reference to that legislation or subordinate legislation as amended from time to time or, if replaced, to equivalent provisions in that legislation or subordinate legislation as replaced.

5 STANDARD OF WATER

5.1 Failure to maintain adequately the temporary trunk service or any works connecting the temporary trunk service to a property may affect the quantity, quality or pressure of water supplied to the property by the temporary trunk service.

5.2 To the maximum extent permitted by law, Yarra Valley Water does not guarantee or give any warranty or assurance with respect to the quantity, quality or pressure of water caused by a failure to maintain adequately the temporary trunk service or any pipes connecting the temporary trunk service to a property.

6 TERMINATION/DISCONNECTION

6.1 Yarra Valley Water may terminate this agreement or disconnect the temporary trunk service or both on not less than one month's notice in writing to the property owner for any reason whatsoever including, without limitation:

(a) if Yarra Valley Water or any other authority or body which supplies water decides to abandon or relocate a water main that is required for the purposes of the supply of water by the temporary trunk service;

(b) if the temporary trunk service adversely affects the operation of Yarra Valley Water's water supply system or the water main which supplies water to the temporary trunk service no longer has the capacity to support the temporary trunk service; or

(c) subject to clause 6.3, if the property owner(s) fail to comply with a notice under section 68 of the Water Industry Act within the time specified in that notice.

6.2 Yarra Valley Water is under no obligation to provide the property owner with an alternative water supply if the temporary trunk service is disconnected under clause 6.1

6.3 Yarra Valley Water may reduce or restrict the quantity of water supplied to any property owner in any of the circumstances in section 85 of the Water Industry Act 1994 or if that property owner fails to comply with any of that property owner's obligations under this agreement.

6.4 Any moneys owing to Yarra Valley Water or to any other party under this agreement remain payable notwithstanding the termination of this agreement.

6.5 All property owners may jointly terminate this agreement subject to the agreement of Yarra Valley Water. A property owner may terminate this agreement, insofar as it applies to that property owner, subject to the agreement of all parties. In that circumstance, the agreement continues to bind all other parties to this agreement.

7 CHANGE IN OWNERSHIP

Proposed change in ownership

7.1 A property owner proposing to dispose of all or part of a property which is serviced by a temporary trunk service must inform any persons who may acquire the property of the existence of the temporary trunk service and the terms and conditions of this agreement.

7.2 If the disposal referred to in clause 7.1 is by way of sale, the vendor's statement under section 32 of the **Sale of Land Act 1962** must expressly inform potential purchasers of the property that:

(a) the temporary trunk service is a temporary means of water supply to the property and may be terminated by Yarra Valley Water on not less than on month's notice in writing; and

(b) unless any subsequent property owner enters into this agreement with Yarra Valley Water and any other owners of properties connected to that temporary trunk service by executing a deed in the form of schedule 2, Yarra Valley Water may discontinue the supply of water to the property.

Obligations of property owner on disposal of property

7.3 If a property owner disposes of all or part of a property which is serviced by a temporary trunk service, the property owner must give notice of the disposal to Yarra Valley Water in accordance with section 176A of the **Water Industry Act 1994** within 14 days after the disposal. Failure to comply with this obligation may give rise to a penalty under section 176A of the **Water Industry Act 1994**.

Effect of disposal on this agreement

7.4 Subject to clauses 7.5 and 7.6, this agreement continues to be binding on a property owner in respect of a property connected to the temporary trunk service until a notice of disposal under clause 7.3 is given or a subsequent owner of the property executes a deed in the form of schedule 2, whichever occurs first.

7.5 Subject to clause 7.6, when Yarra Valley Water becomes aware of the disposal of all or part of a property which is serviced by a temporary trunk service, it may disconnect that property from the temporary trunk service until a subsequent owner executes a deed under schedule 2. Unless terminated earlier, this agreement terminates from the date of disconnection against the property owner who previously owned that property.

7.6 If a disposal of property relates only to that part of a property which does not receive services from the temporary trunk service, this agreement remains in force in relation to the remaining part of the property that is not disposed of.

8 MULTIPLE CONNECTIONS

8.1 Yarra Valley Water may permit a person who is the owner of a property that is not connected to the temporary trunk service to extend the temporary trunk service and/or connect to the temporary trunk service, subject to that person:

(a) obtaining a letter of approval from Yarra Valley Water and complying with the terms and conditions of that letter to the satisfaction of Yarra Valley Water;

(b) executing a deed in the form of schedule 3; and

(c) satisfying Yarra Valley Water that the person has complied with the reasonable terms and conditions of property owners who are parties to this agreement.

8.2 The property owners who are parties to this agreement must use all reasonable endeavours to reach agreement with each other in relation to the terms and conditions referred to in clause 8.1(c).

8.3 The terms and conditions referred to in clause 8.1(c) must be reasonable taking into account the investment of each property owner in relation to the temporary trunk service and the use that that property owner has had from the temporary trunk service.

8.4 If the property owners who are parties to this agreement are unable to reach agreement in relation to the terms and conditions referred to in clause 8.1(c) within a period of [two] months of being asked to do so by the person wishing to connect to the temporary trunk service, Yarra Valley Water may determine the terms and conditions that must be complied with for the purposes of clause 8.1(c). In making a determination under this clause, Yarra Valley Water must consult with the property owner wishing to be connected to the temporary trunk service and each property owner who is a party to this agreement and must take into account the matters in clause 8.3. The property owners who are parties to this agreement must pay Yarra Valley Water's reasonable administrative costs in connection with making a determination under this clause. These costs are to be divided equally between them.

9 EFFECT OF EXECUTING DEED OF ASSUMPTION

9.1 If a person executes a deed in accordance with clauses 7 or 8:

(a) the terms and conditions of this agreement bind that person and this agreement is deemed to be an agreement between that person, Yarra Valley Water and each other property owner who is a party to this agreement at the date the deed is executed; and

(b) subject to clause 7.4, no existing or future obligation under this agreement is discharged.

9.2 On executing a deed in accordance with this agreement, all references to "property owner" in this agreement include a reference to a person executing the deed and all references to a "property" in this agreement include the property specified in the deed.

9.3 Schedule 1 may be updated by Yarra Valley Water from time to time to reflect any changes required to that schedule because of the provisions of clauses 7 and 8 of this agreement. Yarra Valley Water will circulate an updated schedule to all parties to this agreement.

10 AGREEMENT BETWEEN PROPERTY OWNERS

10.1 If more than one property owner is a party to this agreement, they each must co-operate with each other to ensure:

(a) that the temporary trunk service is properly maintained in a good and proper state of repair in accordance with the provisions of this agreement; and

(b) the efficient functioning of the temporary trunk service.

10.2 Unless otherwise agreed between the property owners who are parties to this agreement and subject to clause 10.3, the cost of:

(a) maintenance, repair or replacement of a temporary trunk service or the pipes connecting that temporary trunk service to a property or any works in connection with that temporary trunk service under clauses 1.3 to 1.5;

(b) complying with a direction by Yarra Valley Water under section 68 of the Water Industry Act 1994; and

(c) the additional water usage under clause 2.4(b),

must be borne by property owners in accordance with their responsibilities under this agreement.

10.3 Unless otherwise agreed between the property owners who are parties to this agreement, if it may reasonably be demonstrated that the costs referred to in clause 10.2 have been incurred because of the act or omission of one of those property owners, that property owner must pay or reimburse the other property owners for those costs. If the act or omission of more than one property owner is involved, those property owners must share equally the cost of paying or reimbursing the other property owners.

10.4 If any property owner makes a payment in connection with the maintenance, repair or replacement of the temporary trunk service, that property owner may recover the amount of that payment for which another property owner is responsible under clause 10.2.

11 DISPUTES

11.1 Subject to clause 8.4, Yarra Valley Water will not arbitrate in disputes between property owners.

12 INDEMNITY AND RELEASE

12.1 To the extent permitted by law, each property owner jointly and severally indemnifies Yarra Valley Water against, and releases Yarra Valley Water from, all costs, expenses (including legal costs and expenses), liability, loss or damage incurred or suffered, directly or indirectly, by Yarra Valley Water or any other person, in connection with the temporary trunk service and the supply of water by the temporary trunk service including, without limitation:

(a) the construction, installation, connection, disconnection, presence, maintenance and operation of the temporary trunk service;

(b) the supply or failure to supply water or water of a certain quality, quantity or pressure from the temporary trunk service; or

(c) any failure to comply with the terms of this agreement.

12.2 Each indemnity in this agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this agreement.

12.3 It is not necessary for Yarra Valley Water to incur expense or make payment before enforcing a right of indemnity conferred by this agreement.

13 PERMANENT WATER RETICULATION MAIN

13.1 Yarra Valley Water may, at its discretion, at any time construct a permanent water reticulation main to service a property to which this agreement applies. Yarra Valley Water may require the property owner to meet or contribute to the cost of constructing a permanent water reticulation main to service the property in accordance with the provisions of the **Water Industry Act 1994.**

13.2 Where a permanent water reticulation main is constructed by Yarra Valley Water to service a property, Yarra Valley Water may, at its cost:

(a) disconnect the temporary trunk service from that property; and

(b) connect the property to the permanent water reticulation main, unless the property owner has sought and received approval for the property not to be declared a serviced property under section 64 of the **Water Industry Act 1994.**

13.3 Where a permanent water reticulation main constructed by Yarra Valley Water does not service all properties under this agreement, this agreement continues in force between Yarra Valley Water and the owners of any properties that continue to be serviced by the temporary trunk service.

14 MISCELLANEOUS

Disclosure of Agreement

14.1 Yarra Valley Water may at its absolute discretion disclose the terms and conditions of this agreement to any person.

No assignment

14.2 A property owner may not assign any rights under this agreement without the consent of Yarra Valley Water and each other party to this agreement.

Waiver and Variation

14.3 A provision of or a right created under this agreement may not be:

(a) waived except in writing signed by the party granting the waiver; or

(b) varied except in writing signed by the parties.

EXECUTED as an agreement.

SCHEDULE 1

PARTIES TO THIS AGREEMENT

Name & Address of Owner	Property	Reference Number [(Office Use Only)	Signature(s)	Date

Signed for and on behalf of.Yarra Valley Water Limited

.....Manager - Sales & Service Assistance

Date:

SCHEDULE 2

[CHANGE OF OWNERSHIP]

THIS DEED OF ASSUMPTION is made on .....(date)

BY: .....(name)

of .....(address) ("the Property Owner")

RECITALS

A. Yarra Valley Water Limited ("**Yarra Valley Water**") holds a water and sewerage licence issued under Division 1 of Part 2 of the **Water Industry Act 1994.**

B. By the Temporary Trunk Service Agreement that is annexure A to this deed, Yarra Valley Water has agreed to supply water by means of a temporary trunk service to the other parties to the Temporary Trunk Service Agreement.

C. Under clause 7 of the Temporary Trunk Service Agreement, a person who acquires a property from a party to the Temporary Trunk Service Agreement and who requires the use of the temporary trunk service may become a party to the Temporary Trunk Service Agreement by executing this deed.

D. The property owner is the registered proprietor of the property at

.....more particularly described in certificate of title volume [ ] folio [ ] ("**Property**").

E. The Property Owner requires the use of the temporary trunk service for the supply of water to the Property by Yarra Valley Water and wishes to become a party to the Temporary Trunk Service Agreement in the manner contemplated thereby.

OPERATIVE PROVISION

1. The Property Owner agrees to become a party to the Temporary Trunk Service Agreement for the purposes of becoming bound by, and assuming liability under, the terms and conditions of the Temporary Trunk Service and undertakes to observe and perform each and all of the provisions of the Temporary Trunk Service Agreement on and from the date of this deed as if named as the property owner in the Temporary Trunk Service Agreement.

SIGNED,SEALED AND DELIVERED by .....(SIGNATURE)

WITNESS.....(Print Name) .....(SIGNATURE)

ADDRESS OF WITNESS.....

SCHEDULE 3

ADDING A PROPERTY TO AN EXISTING TEMPORARY TRUNK SERVICE

THIS DEED OF ASSUMPTION is made on ..... [date]

BY: ..... [name]

of ..... ("**the Property Owner**")

RECITALS

A. Yarra Valley Water Limited ("**Yarra Valley Water**") holds a water and sewerage licence issued under Division 1 of Part 2 of the **Water Industry Act 1994.**

B. By the Temporary Trunk Service Agreement that is annexure A to this deed, Yarra Valley Water has agreed to supply water by means of a temporary trunk service to the other parties to the Temporary Trunk Service Agreement.

C. Under clause 8 of the Temporary Trunk Service Agreement, a person who requires the use of the temporary trunk service may become a party to the Temporary Trunk Service Agreement if that person complies, to the satisfaction of Yarra Valley Water, with any approval letter from Yarra Valley Water and the reasonable terms and conditions of the property owners who are parties to the agreement or such terms and conditions as are determined by Yarra Valley Water under clause 8.4. Attachment B is an acknowledgement by Yarra Valley Water that it is satisfied that all terms and conditions under clause 8 have been complied with.

D. The property owner is the registered proprietor of the property at

..... more particularly described in certificate of title volume [ ] folio [ ] ("**Property**").

E. The Property Owner requires the use of the temporary trunk service for the supply of water to the Property by Yarra Valley Water and wishes to become a party to the Temporary Trunk Service Agreement in the manner contemplated thereby.

OPERATIVE PROVISION

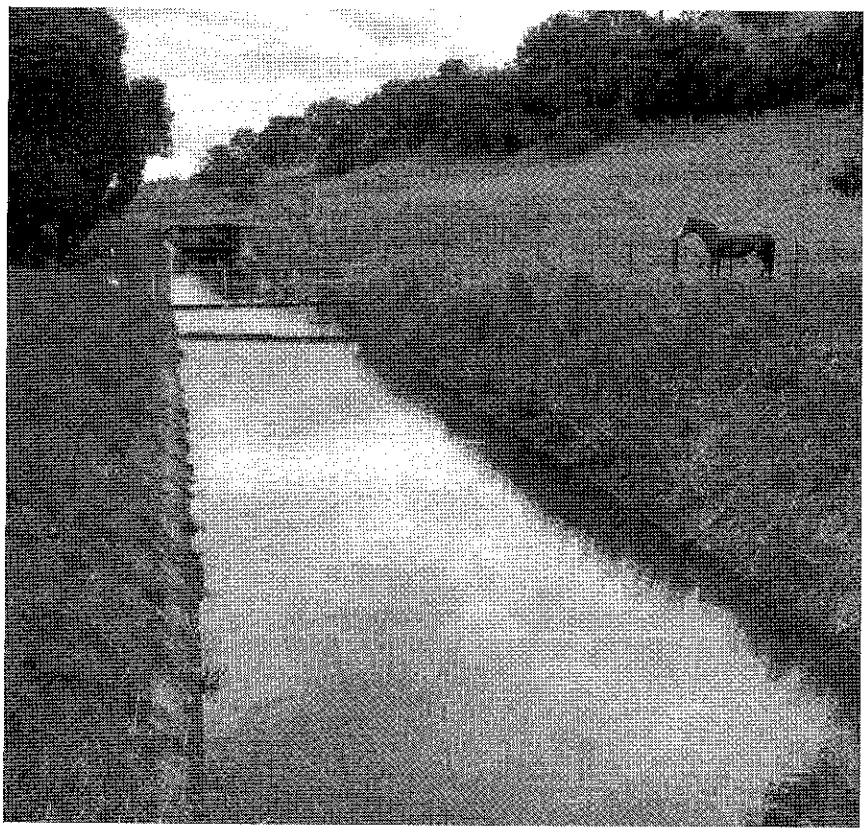
1. The Property Owner agrees to becomes a party to the Temporary Trunk Service Agreement for the purposes of becoming bound by, and assuming liability under, the terms and conditions of the Temporary Trunk Service and undertakes to observe and perform each and all of the provisions of the Temporary Trunk Service Agreement on and from the date of this deed as if named as the property owner in the Temporary Trunk Service Agreement.

SIGNED,SEALED AND DELIVERED by .....(SIGNATURE)

WITNESS.....(Print Name).....(SIGNATURE)

ADDRESS OF WITNESS.....

ABOUT YOUR UNTREATED WATER SUPPLY



Yarra Valley Water's water supply system is made up of a network of pipes that start at the catchment reservoirs and transport water through our reticulation system until it reaches a property's water meter.

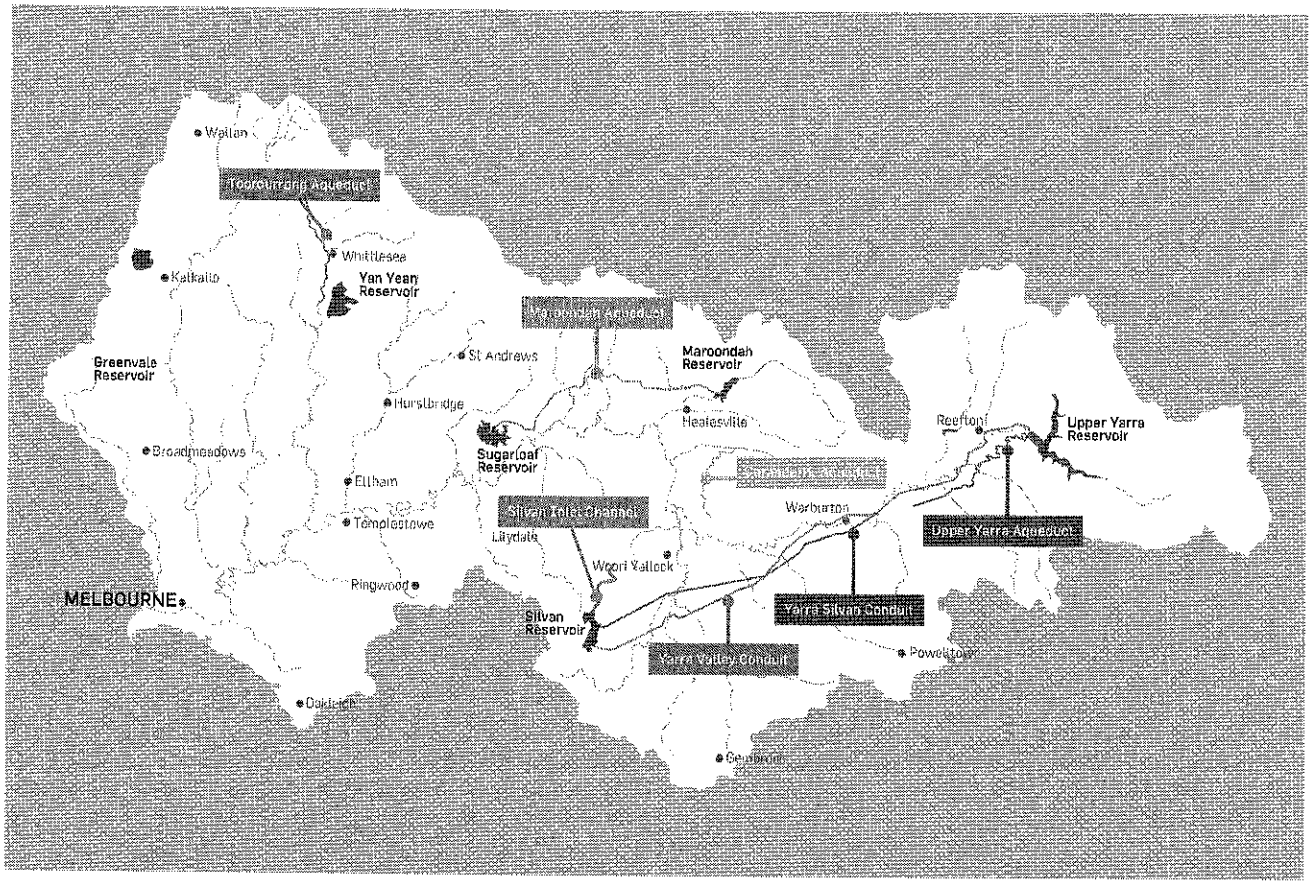
Our reticulation system is extensive and reaches most properties within the Yarra Valley Water district. Some properties however, particularly those in outer municipalities, are not serviced by our existing supply network.

Properties that are not serviced by our reticulation water network have an opportunity to access a water supply from a nearby Melbourne Water asset (an aqueduct or pipeline/conduit). Property owners must enter into an agreement with Yarra Valley Water and Melbourne Water to access this supply. Property owners must also request permission from Yarra Valley Water and Melbourne Water to install a siphon and/or private main (known as a trunk service), which would be built and paid for by property owner(s).

The primary purpose of Melbourne Water's aqueducts and pipelines is to transfer domestic water for treatment, which is then supplied to Melbourne's customers via our reticulation system. The water in the aqueduct or pipeline/conduit is untreated, which means this water supply is not suitable for drinking or food preparation. Yarra Valley Water does not guarantee its quality or the continuity of supply.

Yarra Valley Water

MELBOURNE WATER UNTREATED AQUEDUCTS AND PIPELINES/CONDUITS



The untreated aqueducts and pipelines/conduits are listed below:

- Toorourrong Aqueduct
- Maroondah Aqueduct
- Silvan Inlet Channel
- Coranderrk Aqueduct
- Yarra Valley Conduit
- Yarra Silvan Conduit
- Upper Yarra Aqueduct

If you own a property connected to an untreated supply from a Melbourne Water aqueduct or pipeline/conduit, you must take all proper and appropriate steps to notify any tenant, lessee, occupant, licensee or visitor to the property that the water supply is not disinfected and is not suitable for drinking or for food preparation, regardless of whether the supply is used as your main source of supply or as a second source of supply. The water is untreated and may contain harmful bacteria or other organisms.

INTERRUPTIONS TO YOUR WATER SUPPLY

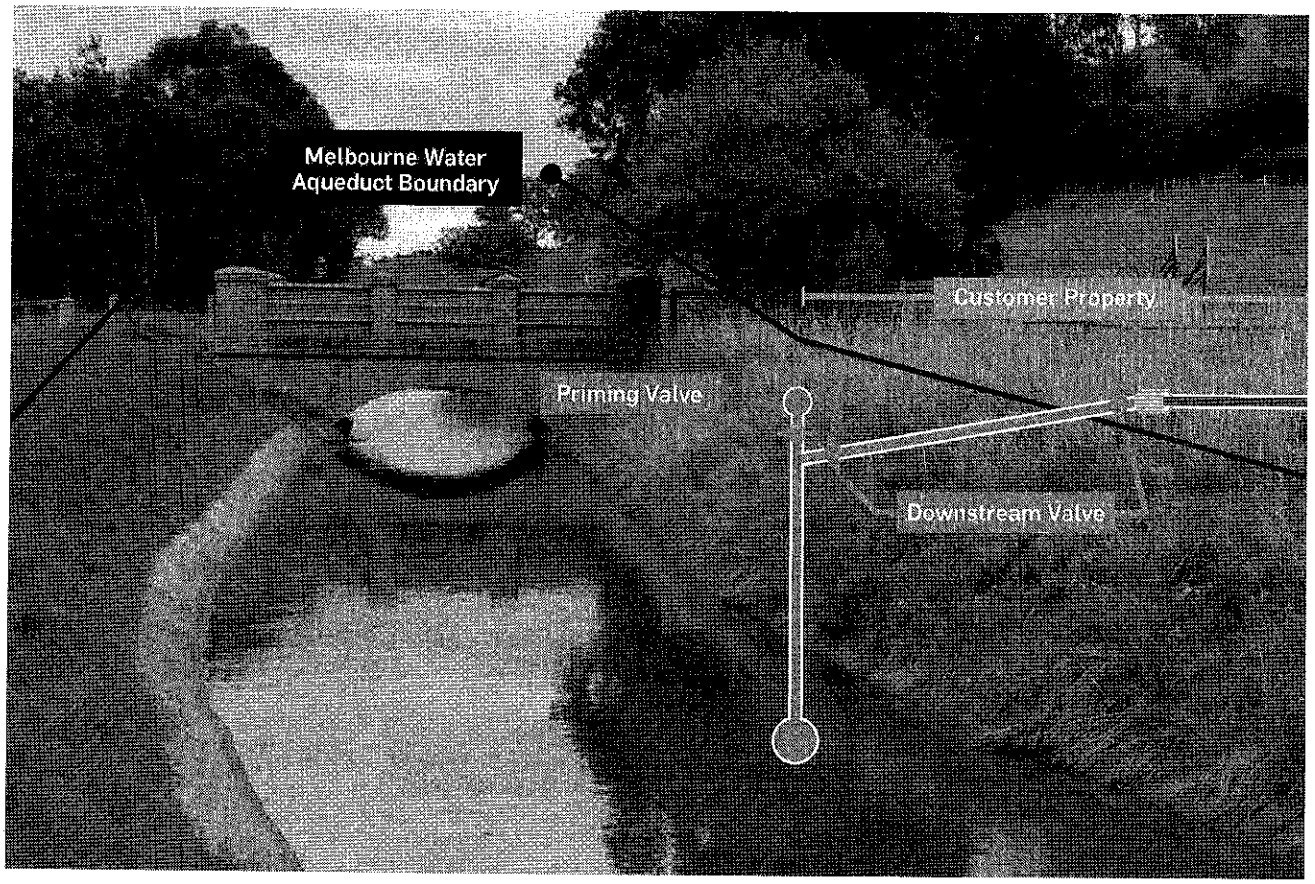
Melbourne Water is required to complete occasional maintenance works on sections of their aqueducts and pipelines/conduits. During periods of maintenance works, these aqueducts or pipelines could be closed for up to four weeks. The normal flow is likely to be interrupted, and customers should not rely on the water supply being available for the duration of the specified maintenance period.

In the event of an unscheduled asset failure, the supply interruption could be longer than four weeks. Where possible, Yarra Valley Water will notify customers five days before any planned water supply interruptions. In the case of an emergency or unplanned interruption it is not possible to provide advance notification.

Yarra Valley Water does not guarantee the continuity of supply. We strongly recommend that you have an alternate supply of water to use as a contingency during periods when your untreated supply is interrupted.

For customers who do not have an alternate supply (e.g. a connection to Yarra Valley Water's reticulation system) we recommend that you have on-site storage tank with enough water supply to last for four weeks. This recommendation is in accordance with the Customer Water Supply Agreement you have with Yarra Valley Water.

SIPHON - DIRECT CONNECTION TO A MELBOURNE WATER UNTREATED AQUEDUCT



Yarra Valley Water Meter

Valves

Direct Connection / Siphon

Private Main (trunk service)

Excluding meters, the property owner is responsible for the complete installation including the Direct Connection, Private Main and all associated valves and fittings.

WATER SUPPLY PRICING

As with all other customers of Yarra Valley Water, properties connected to the untreated water supply via a private main will incur charges for the water used. The property owner/tenant is responsible for paying for the water they use. All water supplied to a property must be measured by a meter.

The price of untreated water is fixed to the lowest tier of the drinking water tariff. Unlike drinking water, you will not be charged a Water Supply System service charge for your untreated water supply, and the price you pay for untreated water will not increase with the amount you use.

OWNERSHIP OF PRIVATE MAINS

A private water main consists of the direct connection to the Melbourne Water asset, the service pipe, and a separate branch connecting each property. Private mains connecting properties to Melbourne Water's assets are built and owned by the property owner(s).

Owners are also responsible for the maintenance, repair and replacement of the private water main and any works required to connect the property to the private water main. The owner will need to engage and pay a plumber to complete this work. Any dispute relating to the maintenance of a private water main that is owned and used by multiple property owners is to be resolved by the property owners.

Property owner(s) own all of the installation, including the direct connection, private main (trunk service) and associated fittings, except the meter. Yarra Valley Water is responsible for maintaining the meter on each connected property, known as a 'property meter'.

MAINTENANCE OF PRIVATE MAINS

Yarra Valley Water sometimes becomes aware of bursts and leaks on private water mains. This is often the result of private mains being poorly maintained. If the burst or leak is causing a hazard, we may need to temporarily turn off the supply to the private main.

When the private main supply is turned off, we will issue a notice to the owner(s) of the private main requiring that they repair the main. If repairs are not completed in accordance with the notice's requirements, then Yarra Valley Water will complete the repairs and issue the owner(s) with a bill for the works.

MELBOURNE WATER UNTREATED AQUEDUCTS AND PIPELINES/CONDUITS



Melbourne Water Pipeline/Conduit
Melbourne Water's Responsibility

Controlling Gate Valve
Owners Responsibility

Melbourne Water Valve
Melbourne Water's Responsibility

Property Meter
YVW Responsibility

Private Water Main
Owner's Responsibility

YARRA SILVAN / YARRA VALLEY CONDUIT SUPPLY CUSTOMERS

Yarra Valley Water on behalf of Melbourne Water, is responsible for maintaining the ferrule (fittings that secure the pipe joint) at the point of connection to the conduit.

RESPONDING TO BURSTS AND LEAKS

If a private main bursts or leaks, the owner(s) will need to engage and pay for a plumber to repair the main. If you are unsure if your private main is shared with other properties, Yarra Valley Water may be able to assist in identifying the other connected properties. This is achieved by shutting off the private main at the ferrule to determine which customers are impacted.

ACCESSING MELBOURNE WATER PROPERTY

To access Melbourne Water's property, you must obtain permission from Melbourne Water. Only authorised Yarra Valley Water Customer Service Officers are permitted to access Melbourne Water property, for the purpose of inspecting and reading meters.

Please contact Melbourne Water on 131 722 to request permission to access their property. Melbourne Water requires five days notice to provide permission. In the event of an emergency, contact Yarra Valley Water on 13 2762.

Yarra Valley Water

CONTACT US

If you experience an interruption to your water supply please contact Yarra Valley Water on **13 2762** to report it.

A Yarra Valley Water Customer Service Officer will attend the site to assess the interruption. If the direct connection is blocked or has lost prime, the Customer Service Officer will only attempt to rectify the issue if it is safe to do so.

GENERAL ENQUIRIES
WEBSITE www.yvw.com.au
EMAIL privatewatermains@yvw.com.au
GENERAL ENQUIRIES TELEPHONE 1300 304 688
EMERGENCIES AND FAULTS 13 2762
TTY 13 1450

Yarra Valley Water
Private Bag 1,
Mitcham Victoria 3132

Department of
Environment, Land,
Water and Planning

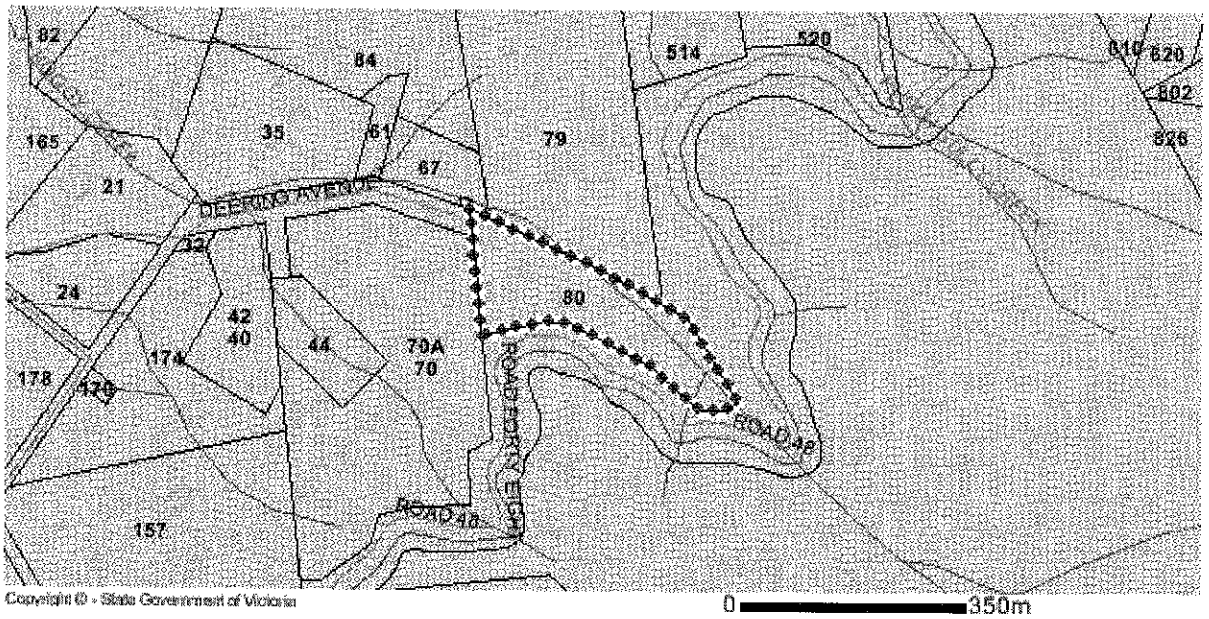
Bushfire Prone Area Report

From www.planning.vic.gov.au on 30 August 2017 01:56 PM

Address: 80 DEERING AVENUE BADGER CREEK 3777
Lot / Plan: Lot 1 TP512215
Local Government (Council): YARRA RANGES **Council Property Number:** 205051
Directory Reference: Melway 284 J1

This property is in a designated bushfire prone area.
Special bushfire construction requirements apply. Planning provisions may apply.

Designated Bushfire Prone Area Map



Bushfire Prone Area Legend

Bushfire Prone Area | Selected Land | Railway | Tram | River, stream | Lake, waterbody

Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011,
as amended by gazette notices on 25 October 2012, 8 August 2013, 30 December 2013, 3 June 2014, 22 October 2014,
29 August 2015, 21 April 2016, 18 October 2016 and 2 June 2017.

The Building Interim Regulations 2017 through application of the Building Code of Australia,
apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed via the Bushfire Prone Areas Map Service
at http://services.land.vic.gov.au/maps/bushfire.jsp or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

For Planning Scheme Provisions in bushfire areas in Victoria visit Planning Schemes Online

For Planning Scheme provisions for this property return to the GetReports list and select the Planning Property Report

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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 32(2)(dc) of the Sale of Land 1962 (Vic).

Due Diligence Checklist

What you need to know before buying a residential property

Consumer Affairs Victoria

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 **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.

Consumer Affairs Victoria

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