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Vendor Statement

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act* 1962.

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract. The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Land	2/49 WARATAH DRIVE, MORWELL VIC 3840

Vendor's name	Shannon Renee Shepley	Date / /
Vendor's signature	DocuSigned by: 788C97E0BC474D0...	31/7/2023

Purchaser's name		Date / /
Purchaser's signature		
Purchaser's name		Date / /
Purchaser's signature		

1. FINANCIAL MATTERS

1.1 **Particulars of any Rates, Taxes, Charges or Other Similar Outgoings** (and any interest on them)

(a) ☒ Their total does not exceed: $4,000.00 plus usage

1.2 **Particulars of any Charge** (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

Not Applicable

1.3 **Terms Contract**

This section 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

Not Applicable

1.4 **Sale Subject to Mortgage**

This section 1.4 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

Not Applicable

2. INSURANCE

2.1 **Damage and Destruction**

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not Applicable

2.2 **Owner Builder**

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence.

Not Applicable

3. LAND USE

3.1 **Easements, Covenants or Other Similar Restrictions**

(a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered):

☒ Is in the attached copies of title document/s

(b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

Not Applicable

3.2 **Road Access**

There is NO access to the property by road if the square box is marked with an 'X' ☐

3.3 **Designated Bushfire Prone Area**

The land is in a designated bushfire prone area within the meaning of section 192A of the *Building Act* 1993 if the square box is marked with an 'X' ☐

3.4 **Planning Scheme**

☒ Attached is a certificate with the required specified information.

4. NOTICES

4.1 **Notice, Order, Declaration, Report or Recommendation**

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, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge:

Not Applicable

4.2 **Agricultural Chemicals**

There are NO 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. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

NIL

4.3 **Compulsory Acquisition**

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act* 1986 are as follows:

NIL

5. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act* 1993 in the preceding 7 years (required only where there is a residence on the land):

Not Applicable

6. OWNERS CORPORATION

This section 6 only applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act* 2006.

6.1 ☒ Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the Owners Corporations Act 2006.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act* 1987.

Not Applicable

8. SERVICES

The services which are marked with an 'X' in the accompanying square box are NOT connected to the land:

Electricity supply ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☒ available

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

A Register Search Statement and the document, or part of a document, referred to as the 'diagram location' in that statement which identifies the land and its location.

10. SUBDIVISION

10.1 **Unregistered Subdivision**

This section 10.1 only applies if the land is subject to a subdivision which is not registered.

Not Applicable

10.2 **Staged Subdivision**

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act* 1988.

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

(c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

(d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

10.3 **Further Plan of Subdivision**

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act* 1988 is proposed.

Not Applicable

11. 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 1000m²; (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

12. 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.)

Is attached

13. ATTACHMENTS

(Any certificates, documents and other attachments may be annexed to this section 13)

(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

Registered Search Statement Vol 9400 Folio 596

Plan RP015555

Due Diligence

Owners Corp Certificate RP 015555

Non-GST withholding

Residential Tenancy Agreement

Council Rates

Water Rates

Property Report

Property Planning Report

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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 (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)

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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.

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

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

VOLUME 09400 FOLIO 596 Security no : 124107871260J
Produced 25/07/2023 03:51 PM

LAND DESCRIPTION

Lot 2 on Registered Plan of Strata Subdivision 015555.
PARENT TITLES :
Volume 09251 Folio 203 to Volume 09251 Folio 204
Volume 09251 Folio 235 to Volume 09251 Folio 236

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
SHANNON RENEE SHEPLEY of UNIT 2 49 WARATAH DRIVE MORWELL VIC 3840
AT778030N 16/11/2020

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT778031L 16/11/2020
ING BANK (AUSTRALIA) LTD

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 or Section 12 Strata Titles Act 1967 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE RP015555 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: UNIT 2 49 WARATAH DRIVE MORWELL VIC 3840

ADMINISTRATIVE NOTICES

NIL

eCT Control 17125H GADENS LAWYERS
Effective from 16/11/2020

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OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. RP015555

DOCUMENT END

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Delivered by LANDATA®, timestamp 25/07/2023 16:21 Page 1 of 2
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15555

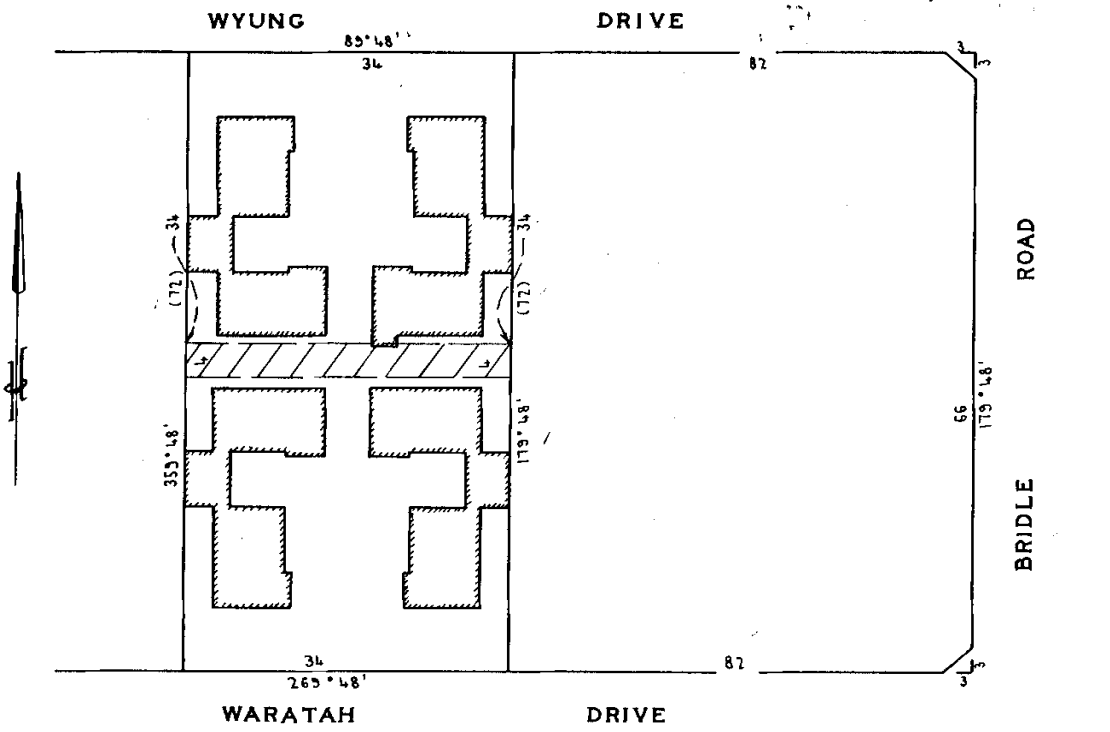
PLAN OF STRATA SUBDIVISION

THE PARCEL The whole of the land contained in Certificate of Title Vol. 9251 Fol. 203, Vol. 9251 Fol. 204, Vol. 9251 Fol. 235, Vol. 9251 Fol. 236, being part of Crown Allotment 4, Parish of Maryvale, County of Buln Buln.

POSTAL ADDRESS OF BUILDINGS
7 - 9 Wyung Drive and 49 - 51 Waratah Drive,
MORWELL. 3840

FOR CURRENT ADDRESS FOR SERVICE OF NOTICE
SEE OWNERS CORPORATION SEARCH REPORT

REGISTERED
TIME 8·55 AM
DATE 25th Nov 1980



These parts of the Common Property and Units 1, 3, 6 & 7. Shown thus ZZZZ are encumbered by a drainage and sewerage easement vide L.P. 120200.

10 0 10 20 30
LENGTHS ARE IN METRES

Diagram showing external boundaries of the site and the location in relation thereto at ground level of all buildings in the parcel.

I, IAN GORDON KEITH of 190 Franklin Street, TRARALGON, a Surveyor licensed under the land Surveyors Act 1958 certify that this plan and any measurements on which it is based have been made by me or under my personal direction and supervision; that the standard of accuracy of any measurements made to determine the external boundaries of the site complies with the requirements of and under the Land Surveyors Act 1958; that the plan accurately represents as at the 18th day of July 19 80 in the manner required by or under the Strata Titles Act 1967 and by or under the Land Surveyors Act 1958 and within the limitations of the scale used and the standard of accuracy required, the boundaries of the units and the location at ground level of all buildings in the parcel in relation to the external boundaries of the site; and that all units are within the parcel.

SIGNATURE: I G Keith L.S. DATE: 18-7-'80

SEAL OF MUNICIPALITY AND ENDORSEMENT

Pursuant to Section 6(1) of the Strata Titles Act 1967 the Common Seal of the **President, Councillors & Ratepayers of the Shire of Morwell** was hereunto affixed this SIXTH day of NOVEMBER 1980 in pursuance of a resolution of the Council and in the presence of,-

COUNCILLOR .....
COUNCILLOR .....
SECRETARY .....

SIGNED: I G Keith L.S.
DATE: 18-7-'80
Sheet 1 of 2 sheets

REF. No. 4485

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SCHEDULE FOR UNIT ENTITLEMENT AND LIABILITY

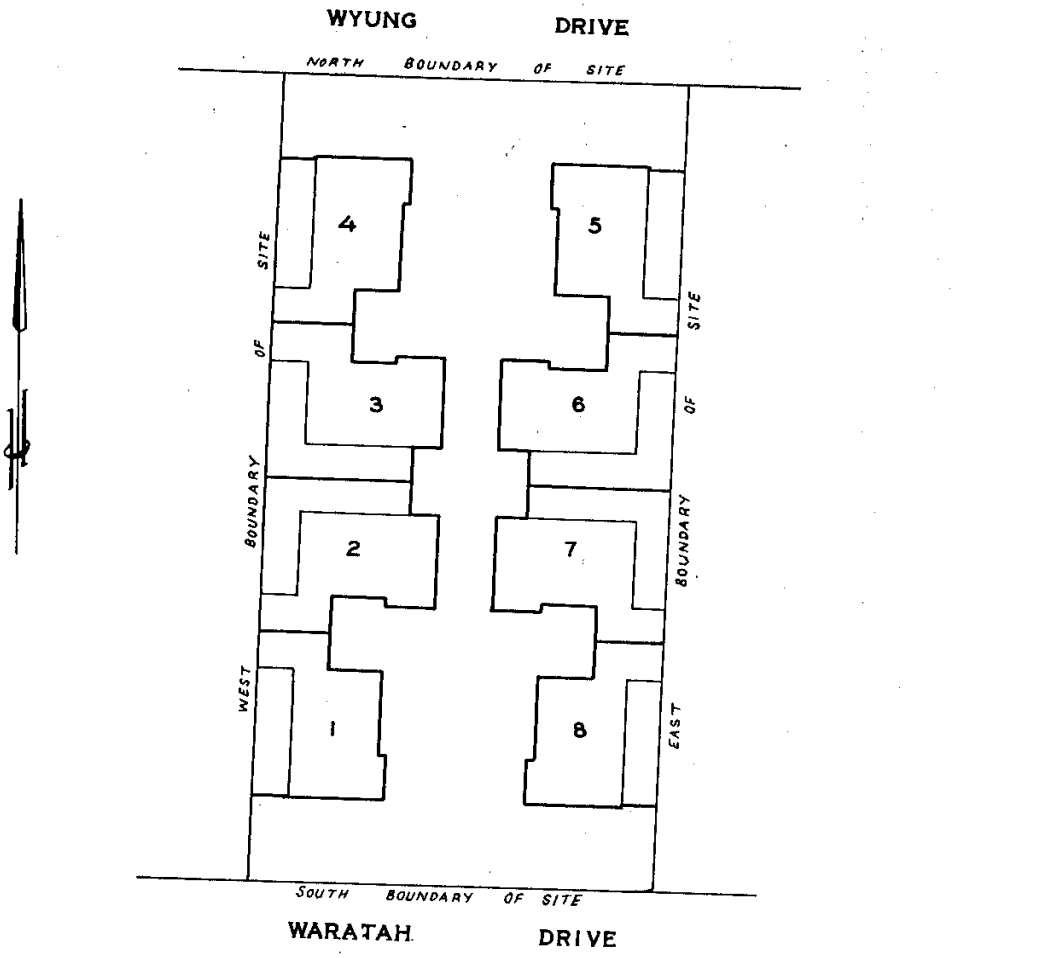
FOR CURRENT OWNERS CORPORATION DETAILS
SEE OWNERS CORPORATION SEARCH REPORT

l e g e n d

(Relating to the diagram hereunder)

1. The buildings in the parcel parts of which are contained in Units 1 - 8 (both inclusive) are single storey buildings.
2. The upper boundary of each of Units 1 - 8 (both inclusive) is 10 metres above that part of the site which is within the vertical or near vertical boundaries of the relevant unit as shown on the diagram hereunder; the lower boundary of each of these units is one metre below that part of the site.
3. The Common Property is all the land in the parcel except the land in Units 1 - 8 (both inclusive).
4. No units on this plan are accessory units.

This document is Sheet 2 of Sheet 1 sealed on 6th November, 1980.



SIGNED: H.G.Keith L.S. DATE: 18-7-'80

REF. No. 4435

Sheet 2 of 2 sheets

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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 25/07/2023 04:12:27 PM

OWNERS CORPORATION
PLAN NO. RP015555

The land in RP015555 is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property, Lots 1 - 8.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
51 WARATAH DRIVE MORWELL VIC 3840

RP015555 25/11/1980

Owners Corporation Manager:
NIL

Rules:
Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:
NIL

Additional Owners Corporation Information:
NIL

Notations:
NIL

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	30	30
Lot 2	30	30
Lot 3	30	30
Lot 4	30	30
Lot 5	30	30
Lot 6	30	30

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

DocuSign Envelope ID: 10684BB2-0D5F-44FB-BA10-31A43DB83112

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 25/07/2023 04:12:27 PM

OWNERS CORPORATION
PLAN NO. RP015555

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 7	30	30
Lot 8	30	30
Total	**240.00**	**240.00**

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

DocuSign Envelope ID: 10684BB2-0D5F-44FB-BA10-31A43DB83112

owner's corporation certificate

Owners Corporation Act 2006 Section 151, Owners Corporations Regulations 2018 Regulation 16

Owners' corporation number	15555		
Address	Unit 2/49 Waratah Drive Morwell		
This certificate is issued for lot	Lot 2	on plan of subdivision number	RPO15555
Postal address			
Applicant for the certificate	S.Shepley		
Address for delivery of certificate			
Date that the application was received	26th July 2023		

Important:

The information in this certificate is issued on (insert date)

You can inspect the owners' corporations register for additional information and you should obtain a new certificate for current information prior to settlement.

1.	The current annual fees for the lot annually are: $1000 Annually
2.	The date which the fees for the lot have been paid up to is: 31st December 2023
3.	The total of any unpaid fees or charges for the lot is: NIL
4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are:n/a
5.	Repairs, maintenance or other work which has been or is about to be performed, and which may incur additional charges not included in annual fees, maintenance fund or special fees as set out above: n/a

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6.	The owner's corporation has the following insurance cover: • company name: CHU Underwriting P/L • policy number: 38698 • type of policy: CHU Residential Strata • buildings covered: 8 units • building amount: $2,112,572 • public liability amount: $20,000,000 • renewal date: 30th April 2024
7.	Has the owner's corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so, provide the date of that resolution: N/A
8.	The total funds held by the owner's corporation: $4585.68
9.	Are there any liabilities of the owner's corporation that are not covered by annual fees, special levies and repairs and maintenance as set out above? If so, provide details: N/A
10.	Are there any current contracts, leases, licences or agreements affecting the common property? If so, provide details: N/A
11.	Are there any current agreements to provide services to lot owners, occupiers or the public? If so, provide details: N/A
12.	Are there any notices or orders served on the owners' corporation in the last 12 months that have not been satisfied? If so, provide details: N/A
13.	Are there any legal proceedings to which the owner's corporation is a party and any circumstances of which the owner's corporation is aware that are likely to give rise to proceedings? If so, provide details: N/A
14.	Has the owner's corporation appointed or resolved to appoint a manager? If so, provide details: A manager is appointed. Andrew Bednarski 20 Sweetwater place, Moe 3825 Phone 0434 744 702
15.	Has an administrator been appointed for the owner's corporation, or has there been a proposal for the appointment of an administrator? N/A
16.	A copy of the minutes of the most recent annual general meeting of the owner's corporation. • Members not interested runs itself, I collect fees, organise insurance repairs + pay bills

This owner's corporation certificate was prepared by:

DocuSign Envelope ID: 10684BB2-0D5F-44FB-BA10-31A43DB83112

This owners corporation certificate was prepared by: Andrew Bednarski

Postal address: Po Box 1844, Traralgon 3844

(signature)

(print name)

(name of management company if relevant) as delegate of the owners corporation

The common seal of owners corporation number

was affixed in accordance with Section 20 of the *Owners Corporations Act 2006* and in the presence of:

OWNERS CORPORATION PLAN No. PS 123456
THE COMMON SEAL

Signature of lot owner

Name of lot owner (block letters)

Lot number

Date

Signature of lot owner

Name of lot owner (block letters)

Lot number

Date

DocuSign Envelope ID: 10684BB2-0D5F-44FB-BA10-31A43DB83112

NOTICE OF PURCHASER

Residential GST Withholding Payment Notification

Section 14-255 of the Taxation Administration Act 1953

Vendor: **Shannon Renee Shepley**

Property: **2/49 Waratah Drive, Morwell VIC 3840**

The Purchaser is not required to make a payment under section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property.

The above property is either an existing Residential Premises or Commercial Residential Premises and therefore the purchaser is not to withhold GST.

Christine Ferguson– **Hilltop Conveyancing Services**

For and on behalf of the vendors

Christine Ferguson | Licensed Conveyancer | Member AICVIC
14B Hotham Street, Traralgon VIC 3844
Ph: 03 5175 0773 | Mob: 0409 746 954
| E: christine@hilltopconveyancing.com.au
Lic. No. 000888L | ABN: 82 655 343 411

DocuSign Envelope ID: 10684BB2-0D5F-44FB-BA10-31A43DB83112

UCX Realty Pty Ltd T/A One Agency Latrobe Valley
14C Hotham Street,
Traralgon, VIC 3844

P: 03 5174 2740
ABN: 75 630 881 195

ONE AGENCY
LATROBE VALLEY

Document has been redacted for Privacy

Residential Rental Agreement

for

2/49 Waratah Dr, Morwell VIC 3840

This agreement is between **Shannon Shepley** and [redacted]r.

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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

Sun 25/09/2022

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

2/49 Waratah Dr, Morwell VIC **Postcode** 3840

3. Rental provider details

Full name or company name of rental provider	Shannon Shepley
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	UCX Realty Pty Ltd T/A One Agency Latrobe Valley
Address	14C Hotham Street, Traralgon, VIC **Postcode** 3844
Phone number	03 5174 2740
ACN (if applicable)	630 881 195
Email address	christal@oneagencylv.com.au

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

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4. Renter details

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

Full name of **renter 1**	[redacted]
Current Address:	[redacted] **Postcode** 3840
Phone number:	0[redacted]
Email:	[redacted]@hotmail.com
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: Fri 30/09/2022 — End date: Fri 29/09/2023 (this is the date the agreement starts and you may move in)

☐ Periodic agreement (monthly) — Start date:

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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.

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6. Rent

Rent amount($)
(payable in advance) 1303.60

To be paid per ☐ week ☐ fortnight ☑ calendar month

Day rent is to be paid (e.g. each Thursday or the 11th of each month) 30th day of each month

Date first rent payment due Fri 30/09/2022

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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($) 1303

Date bond payment due Fri 30/09/2022

Part B – Standard terms

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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

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Payment details (if applicable)

BSB:	633 000
Account:	165 031 378
Account name:	UCX Realty Pty Ltd Rental Trust
Bank Reference:	TEN00100

Fees

0.00

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 — Christal Crosdale: christal@oneagencylv.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 — [redacted]@hotmail.com

☐ No

Renter 2 ☐ Yes

☐ No

Renter 3 ☐ Yes

☐ No

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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	One Agency Latrobe Valley
Emergency phone number	03 5174 2740
Emergency email address	christal@oneagencylv.com.au

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

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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.

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

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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.

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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.

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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.

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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.

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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.

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Part E - Additional terms

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-andservices/business-practices/contracts/unfair-contract-terms.

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1. Breaking Lease or Change of Renter/s

32. In the event of the rental agreement being broken by the said renter/s, it is understood and agreed that the rental provider is to be reimbursed a pro rata letting fee plus GST. This charge is compensation to the rental provider for re-letting the premises prior to the expiration of the fixed term rental period. At the time of vacating the premises the renter/s is to continue paying rent to the agent until the termination of the rental agreement, or until a suitable new renter has taken possession of the premises. The renter/s shall also reimburse the rental provider for any advertising costs involved in relating of the said premises. The pro rata letting fee is calculated upon the initial letting fee that the rental provider paid to the agency upon leasing the property to the said renter/s and will incur GST. This fee is in accordance with the REIV Managing Authority.

32.1 The renter/s agree that in the event of a relationship breakdown between parties to a tenancy, One Agency Latrobe Valley will not intervene or mediate between the parties.

32.2 The renter/s agrees that no change over of the tenancy or occupation will occur without the rental provider / agent's prior written consent. It is hereby agreed and understood by all renter/s that should any party vacate the premises during this tenancy, then the remaining occupant/s of the property shall be fully responsible for the rent payments and compliance of the terms and conditions of the rental agreement.

Rental Arrears

33. In the event rent payable is 15 days or more in arrears then you will be served a Notice to Vacate the premises and 7 days later we will make application to Victoria Civil Administrative Tribunal for vacant possession of the property and full payment of rent arrears. The renter/s is to reimburse the rental provider the application costs and registered post costs for lodging the application and any subsequent state government fees.

Repairs and Maintenance

34. All maintenance requests are to be reported in writing to the agent. Renter/s are to provide their name, address, contact numbers and the details of the repair / fault, together with access arrangements to the property.

34.1 Renter/s will not withhold rent due to malfunction or damage to any appliance, or part of the premises. Such repairs are to be reported to and remedied by the agent. Any costs incurred to the renter/s from remedying damages will be the renter/s responsibility, unless such work is authorised by the agent previously or it is classified as an urgent repair.

34.2 If a tradesperson / service provider is required to fix a repair caused by the renter/s, the cost of such repair will be paid by the renter/s. In the event of a tradesperson / service provider being sent to the property to carry out repairs and;

(a) no fault can be found the renter/s shall be liable for the service call charge and;

(b) If an arrangement has been made with the renter/s for a

tradesperson / service provider to call to the property at a particular time and they cannot gain access, the renter/s shall be liable for the service call out charge.

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34.3 The ignition and pilot lighting of all gas / electric amenities connected to the property (HWS, heater and stove etc) are the responsibility of the renter/s. If the renter/s require a gasfitter or electrician to attend the property to perform this task, the cost will be borne by the renter/s. This office does not organise maintenance for this task, however, if there are problems other than initial ignition before they proceed with further repairs the renter/s or tradesperson are required to contact this office to obtain approval.

34.4 In the event of a dishwasher, washing machine, air-conditioner, dryer and / or incinerators being let with the property, the renter/s agree to incur all associated maintenance and repair costs if it is proved that the damage was caused by the renter/s misuse.

Smoking

35. All One Agency Latrobe Valley properties are smoke free indoor environments. The renter/s and renter/s visitors acknowledge that they are not to smoke any substance inside the home. Any smoke damage to the property caused by the renter/s is to be remedied. This may include, but not limited to, professional washing or repainting of walls, professional cleaning of soft furnishings, professional deodorising treatment or replacement of stained fixtures and fittings.

Periodic / Routine Inspections

36. The renter/s agree that the first periodic / routine inspection will be conducted during the fourth month of the tenancy and then approximately every six months thereafter. This inspection will be carried out by a member of the property management department, the rental provider will be advised of any maintenance and the condition / standard the property is being kept in. I also agree that photos may be taken at this inspection of any relevant items that pertain to the property such as, but not limited to, maintenance items.

Contact Details

37. The renter/s agree to notify the agent immediately of any change in any contact details including private / business / mobile telephone numbers, email addresses and changes in occupation.

Vehicles and Parking

38. The renter/s shall not park or allowed to be parked, vehicles on the premises which leak oil unless a suitable oil tray is used beneath the oil leak. Cars are not to be driven or parked on any lawn or garden area and visitor's cars are not permitted on the premises (only applicable to flats and units).

38.1 The renter/s agree to be fully responsible for the removal of motorcycle, car or boat spare parts or bodies or any other equipment used to fully reinstate the premises or the land or common property on which it is situated to the original condition forthwith.

Swimming Pools

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39. If a swimming pool is located on the premises the renter/s acknowledge that the renter/s is responsible for the safety of all persons using the swimming pool or entering the property. The renter/s also acknowledge that the rental provider is responsible for the maintenance of the said swimming pool for the duration of the tenancy. Should the renter/s supply their own pool at the property, it is at the liability of the renter/s. Prior consent must be sought from One Agency Latrobe Valley in writing. The renter/s must comply with all relevant council / government regulations with respect to pool barrier fencing.

Access to the Property

40. If the renter/s require access to the property, outside normal business hours due to mislaid or lost keys, the renter/s must organise a locksmith to gain access and incur this cost themselves. Should a staff member of One Agency Latrobe Valley be required after hours to supply the renter/s with a copy of the key, a $50 fee will be incurred by the renter/s. One Agency Latrobe Valley may use their discretion in such instances and reserve the right to decline the after-hours call out.

Vacating the Property

41. The renter/s shall make final inspection arrangements with the property manager. Leaving keys with neighbours, in letterboxes or posting them is not acceptable. The agent can refuse the keys on the premises if the premises are not in the same condition as when originally tenanted taking fair wear and tear into consideration. The renter/s shall keep paying rent on the property until the keys are accepted by the property manager. Keys are not to be returned to this office until the exit inspection has been conducted and found to be satisfactory. The renter/s must agree to continue paying rent until all matters have been completed satisfactorily or a VCAT application has been made.

41.1 At the property managers discretion a pre-vacating inspection may be required.

41.2 The renter/s shall ensure that all carpets are professionally cleaned, a copy of the steam cleaning invoice will need to be provided for the agency records. Please be aware that a hired carpet cleaning machine does not meet the requirements of professionally cleaned. If your chosen carpet cleaner does not make professional industry accreditation, we reserve the right to have the carpet re-cleaned by an industry professional at your cost.

41.3 The renter/s is advised that professional cleaning has been carried out to the premises immediately before the start of this tenancy agreement. The renter must have the rented premises professionally cleaned upon vacating the premises or pay the cost of having the rented premises professional cleaned.

I/We agree that I/We have read all the special conditions numbered 1 – 41.3 contained herein and agree to abide by all the rules and regulations stated in this signed contract.

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2. Principal Place of Residence Special Condition for Lease:

The rental provider, Shannon Shepley was occupying the property at 2/49 Waratah Drive, Morwell and utilising this address as their principal place of residence directly prior to rental agreement with Lorraine De Lazzer commencing. The Rental provider intends to resume occupancy of the premises as their principal place of residence directly after the termination of the agreement.

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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

-

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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

One Agency is arranging these. The electrical check has been completed but the gas check is still to be completed. There is no pool.

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

-

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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

-

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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

I have checked with One Agency to ensure these are met

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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. [redacted] *viewed and acknowledged at Thu, 22/09/2022 12:39 from device: Android 11 Oppo CPH1941 Chrome Mobile 105.0.0*

DocuSign Envelope ID: 10684BB2-0D5F-44FB-BA10-31A43DB83112

Privacy Collection Notice

As professional property managers **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 03 5174 2740

Primary Purpose

As professional property managers, **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** 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 **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database Pty Ltd (ABN 65 079 105 025 ("ntd")
- Other Real Estate Agents, **Rental Providers** and Valuers

Secondary Purpose

UCX Realty Pty Ltd T/A One Agency Latrobe Valley 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, **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** 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 **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** 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 **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** privacy policy can be viewed without charge on the **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** website; or contact your local **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** office and we will send or email you a free copy.

Disclaimer

UCX Realty Pty Ltd T/A One Agency Latrobe Valley 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. **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** 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.

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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 : **Shannon Shepley**



Signed at Sun, 25/09/2022 19:35 , from device: Windows 10 Other Chrome 105.0.0

Renter(s)

Renter : [redacted]



Signed at Sat, 24/09/2022 11:03 , from device: Mac OS X 10.15.6 Mac Safari 14.0.3

AUDIT TRAIL

[redacted] **(Renter)**

Thu, 22/09/2022 12:37 - [redacted] clicked 'start' button to view the Residential Rental Agreement *(Android 11 Oppo CPH1941 Chrome Mobile 105.0.0, IP: 101.173.95.157)*

Sat, 24/09/2022 10:46 - [redacted] clicked 'start' button to view the Residential Rental Agreement *(Mac OS X 10.15.6 Mac Safari 14.0.3, IP: 101.176.17.47)*

Sat, 24/09/2022 11:03 - [redacted] signed the Residential Rental Agreement *(Mac OS X 10.15.6 Mac Safari 14.0.3, IP: 101.173.86.239)*

Sat, 24/09/2022 11:03 - [redacted] submitted the Residential Rental Agreement *(Mac OS X 10.15.6 Mac Safari 14.0.3, IP: 101.173.86.239)*

Shannon Shepley (Rental Provider)

Sun, 25/09/2022 19:28 - Shannon Shepley clicked 'start' button to view the Residential Rental Agreement

Sun, 25/09/2022 19:35 - Shannon Shepley signed the Residential Rental Agreement

Sun, 25/09/2022 19:35 - Shannon Shepley submitted the Residential Rental Agreement

AGREEMENT END

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Valuation and Rates Notice

For the period 1 July 2022 to 30 June 2023

LatrobeCity
a new energy

Quick Links
- Rates Brochure

To be eligible for the instalment program and receive reminder notices, you must pay the first instalment in full by 30 September 2022

034 15626

Ms S Shepley
2/49 Waratah Dve
MORWELL VIC 3840

Assessment number: **159129**
Issue date: 16/08/2022

Property: 2/49 Waratah Drive, MORWELL VIC 3840

Description: U 2 RP 15555
AVPCC: 120 - Single Strata Unit/Villa Unit/Townhouse
(see reverse)

Capital Improved Value (CIV): $225,000 Valuation date: 01/01/2022
Effective as at: 01/07/2022

Payments

Council rates and charges

General Rates Residential (0.00322058 x CIV)	$724.65
Municipal Charge	$144.00
Garbage Charge (Rubbish x1, Recycling x1, Green Waste x1)	$382.00

State government charges

Fire Service Property Levy - Residential (0.000053 x CIV)	$11.95
Fire Services Property Levy Fixed Charge	$117.00
EPA Victoria Landfill Levy	$31.50

Total amount payable $1,411.10

Your payment options:

Pay by instalment

Instalment 1 **Due: 30 Sept 2022**	$352.85
Instalment 2 Due: 30 Nov 2022	$352.75
Instalment 3 Due: 28 Feb 2023	$352.75
Instalment 4 Due: 31 May 2023	$352.75

OR

Full payment

Due date: 15 February 2023 $1,411.10

Difficulty paying on time?

If you are experiencing financial difficulties, contact us to discuss your eligibility for an alternative payment plan. Overdue amounts attract interest of 10% per annum.

L015626 027803 #84172

Payments made on or after 05 August 2022 may not be included

☐ **Full payment:** $1,411.10
☐ **Instalment:** $352.85

Assessment number: 159129
Property: 2/49 Waratah Drive, MORWELL VIC 3840

BPAY Biller Code:6072 Ref: 159129

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

Post Billpay Biller Code:0359 Ref: 159129

Pay 24 hours a day by credit card:

Online: www.auspost.com.au/postbillpay
Phone: 13 18 16

*359 159129

Council Use Only

Direct debit

To arrange regular deductions, including weekly, fortnightly or monthly, from your bank account. Visit www.latrobe.vic.gov.au/directdebit or call 1300 367 700 to obtain a direct debit form.

In person

At any Latrobe City Service Centre or Library, (locations on reverse) or Australia Post outlet.

Mail

Detach this slip and send with payment to: Latrobe City Council PO BOX 264, Morwell VIC 3840.

Centrepay

To arrange regular deductions from your Centrelink payment, please use your Centrelink online account, Express Plus Centrelink mobile app or you can contact Centrelink in person or by phone and quote reference number (CRN): 555 070 553H.

You now have a choice
...receive your rates notice by email.
Visit: https://erates.latrobe.vic.gov.au/erates
See the rates brochure for more details.

Please retain this notice for your records as a fee of $20.00 may be charged for replacement copies. Or, see the Rates Brochure for instructions on how to register for electronic notices in order to obtain a replacement copy free of charge.

More information overpage

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Gippsland Water

Customer enquiries
1800 050 500

Faults & emergencies 24hrs
1800 057 057

www.gippswater.com.au

S Shepley
2/49 Waratah Dve
MORWELL VIC 3840

034

Account number:
0015340103

Amount due:
$394.85

Pay by:
6 June 2023

Date of issue: 9 May 2023

Tax invoice: 6528782

Service address:
2/49 Waratah Dve Morwell Vic 3840

Previous balance	$386.16
Payments received up to 9 May 2023	$386.16 CR
Balance	$0.00
Current charges (over page)	$394.85
Total amount due	**$394.85**
Total includes GST of	*$0.00*

Payment assistance is available
If you are having difficulty paying your bill, we can help. Call us on 1800 050 500.

Have you registered for a concession?
Contact us if you think you may be eligible for a concession and it has not been included in the total amount due.

We issue invoices three times per year.

This invoice is for information only. The full amount will be debited from your nominated account on the due date. Charges may apply if insufficient funds.

How to pay

Direct Debit
To register for direct debit call us or visit www.gippswater.com.au/direct-debit

BPAY
Biller Code: 3475
Ref: 3680 0000 1534 0103 5

Centrepay
Call 1800 050 500 to use Centrepay to make regular deductions from your Centrelink payment. Centrepay is a voluntary and easy payment option available to Centrelink customers.

Online
Scan the QR code with your smartphone or go to my.gippswater.com.au/pay-now to pay with Visa or Mastercard.

Phone
Call 1800 050 500 and select Option 1.

Post Office
Pay in person at any Australia Post outlet.

To mail your payment, detach the bottom section of the next page and mail with your cheque to:
PO Box 348 TRARALGON VIC 3844.

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Your current charges - 1 March 2023 to 30 June 2023

Water Usage Treated Network Water Usage Total 28.00 kL (kilolitres) @ $2.2377 per kL	$62.66
Water Service Charge	$59.38
Wastewater Service Charge	$272.81

Your charges explained

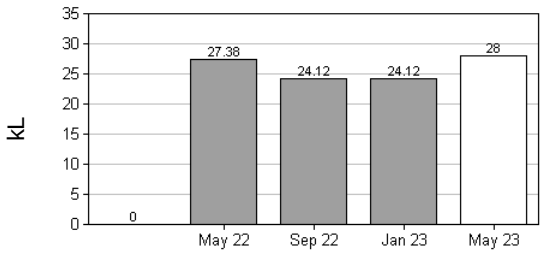
Water usage
This is a variable charge for the amount of water used at your property as recorded by the water meter.

Water service
This is a fixed charge for us to maintain the quality of your drinking water and maintain and construct water mains and treatment plants.

Wastewater/sewerage service
This is a fixed charge for us to responsibly dispose of the wastewater/sewage from your property with the exception of properties serviced by septic tank systems.

Your water usage

Meter number:	06CF00184
Current meter read:	24 April 2023
Meter reading:	12036
Previous meter read:	16 December 2022
Meter reading:	11812



Average daily water usage	0.2171 kL/day
Same time last year	0.2173 kL/day

If you are deaf or find it hard hearing or speaking with people on the phone visit nrschat.nrscall.gov.au or call 133 677.

For interpreter or translation services call 13 14 50.

Payment slip

Gippsland Water
PO Box 348 TRARALGON VIC 3844
ABN 75 830 750 413

* 368 00153401035

Account number: 0015340103
S Shepley

Tax invoice number: 6528782

Amount Paid

Date Paid

DocuSign Envelope ID: 10684BB2-0D5F-44FB-BA10-31A43DB83112

PROPERTY REPORT

Environment, Land, Water and Planning

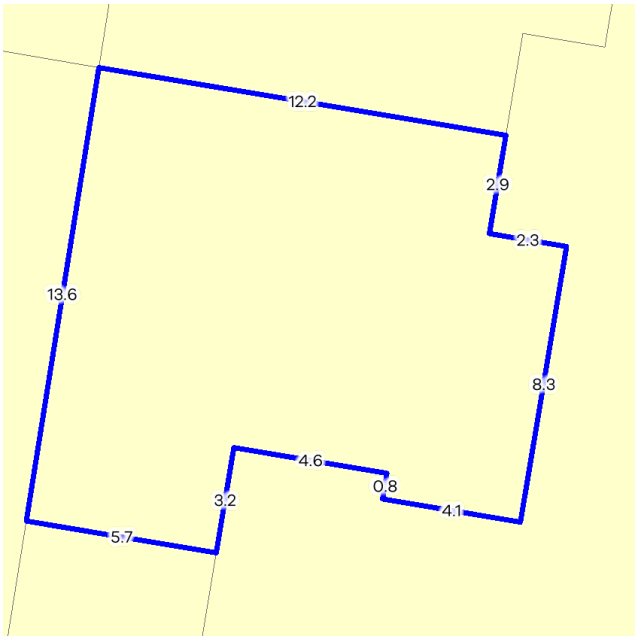
From www.planning.vic.gov.au at 24 July 2023 12:50 PM

PROPERTY DETAILS

Address:	**2/49 WARATAH DRIVE MORWELL 3840**
Lot and Plan Number:	**Lot 2 RP15555**
Standard Parcel Identifier (SPI):	**2\RP15555**
Local Government Area (Council):	**LATROBE** www.latrobe.vic.gov.au
Council Property Number:	**15912**
Directory Reference:	**Vicroads 699 R4**

SITE DIMENSIONS

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



Area: 166 sq. m
Perimeter: 58 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 address duplication with the Planning Property Reports which are DELWP's authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - Planning Property Report

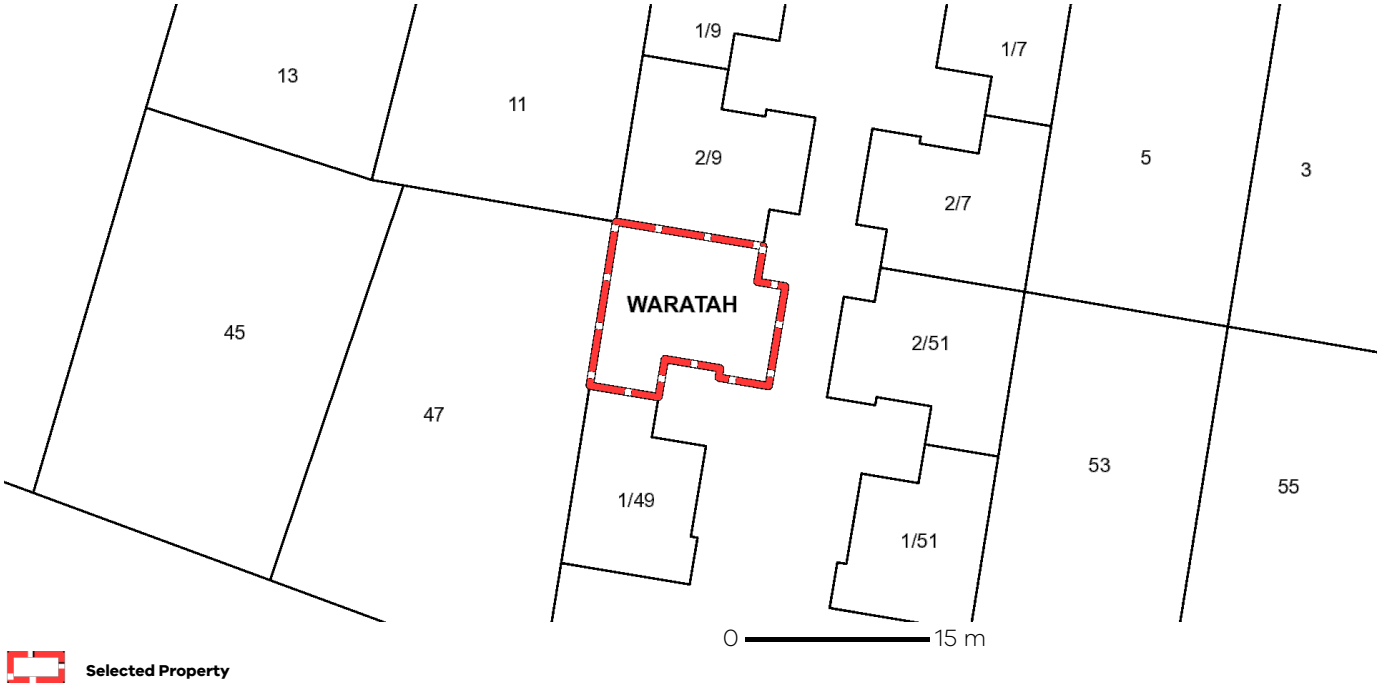
Planning Property Reports can be found via these two links
Vicplan https://mapshare.vic.gov.au/vicplan/
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

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PROPERTY REPORT

VICTORIA State Government | Environment, Land, Water and Planning

Area Map



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PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 24 July 2023 12:51 PM

PROPERTY DETAILS

Address:	**2/49 WARATAH DRIVE MORWELL 3840**
Lot and Plan Number:	**Lot 2 RP15555**
Standard Parcel Identifier (SPI):	**2\RP15555**
Local Government Area (Council):	**LATROBE** www.latrobe.vic.gov.au
Council Property Number:	**15912**
Planning Scheme:	**Latrobe** Planning Scheme - Latrobe
Directory Reference:	**Vicroads 699 R4**

UTILITIES

Rural Water Corporation:	**Southern Rural Water**
Urban Water Corporation:	**Gippsland Water**
Melbourne Water:	**Outside drainage boundary**
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STATE ELECTORATES

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

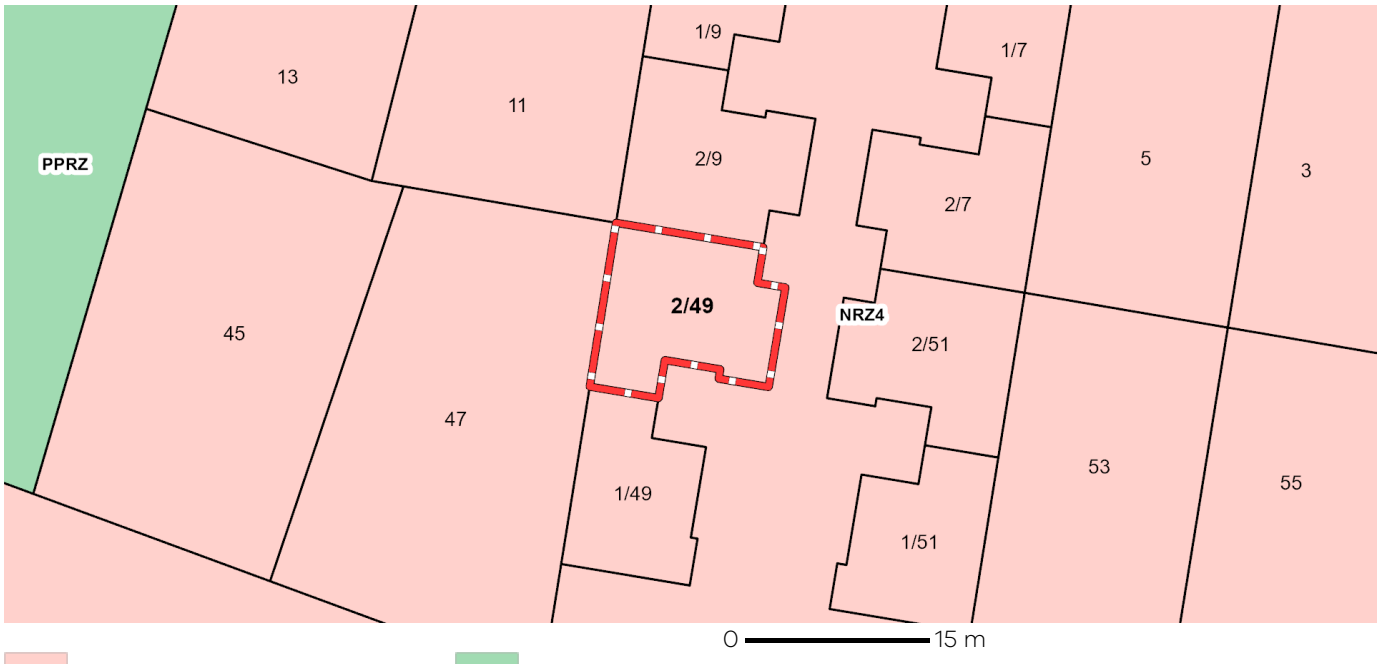
OTHER

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

View location in VicPlan

Planning Zones

NEIGHBOURHOOD RESIDENTIAL ZONE (NRZ)
NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 4 (NRZ4)



NRZ - Neighbourhood Residential
PPRZ - Public Park and Recreation

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

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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 32C (b) of the Sale of Land 1962 (Vic).

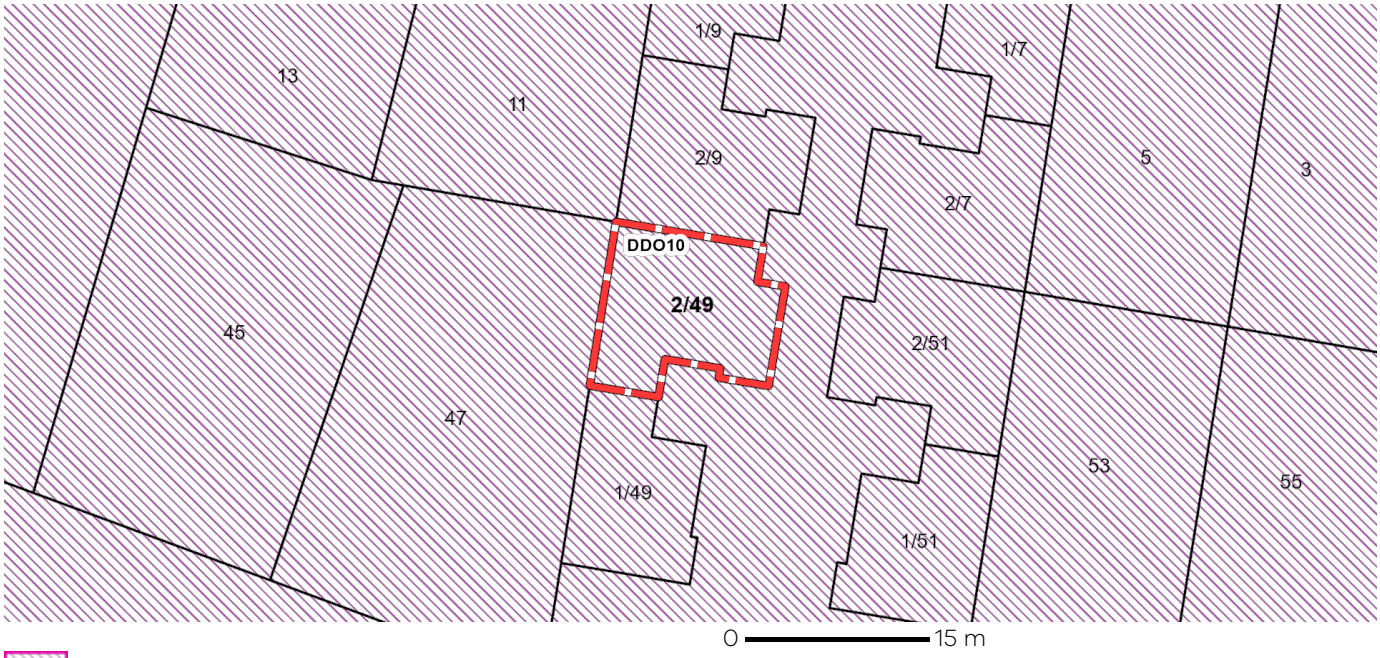
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PLANNING PROPERTY REPORT

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 10 (DDO10)

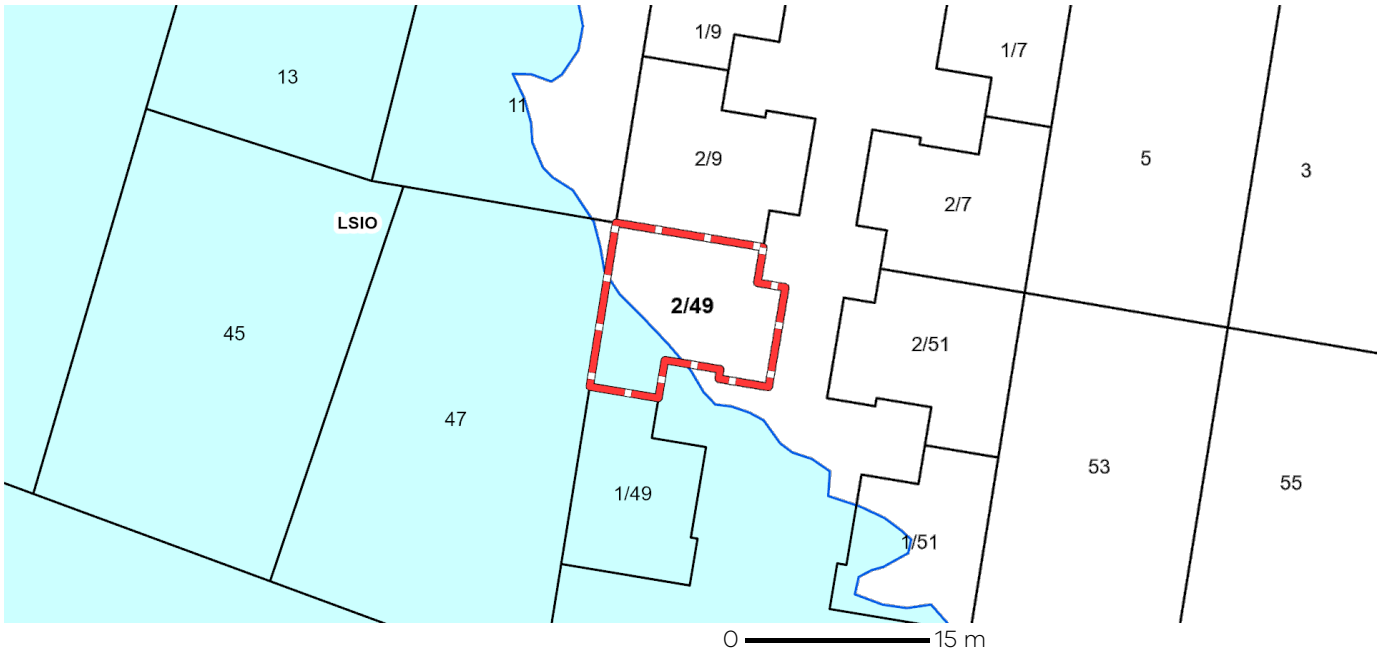


DDO - Design and Development Overlay

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

LAND SUBJECT TO INUNDATION OVERLAY (LSIO)

LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE (LSIO)



LSIO - Land Subject to Inundation Overlay

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

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PLANNING PROPERTY REPORT

Further Planning Information

Planning scheme data last updated on 12 July 2023.

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 abut 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

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PLANNING PROPERTY REPORT

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 Bushfire Prone Areas

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)

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21/11/2019
C105latr

SCHEDULE 1 TO CLAUSE 44.04 LAND SUBJECT TO INUNDATION OVERLAY

Shown on the planning scheme map as **LSIO** .

1.0 Land subject to inundation objectives to be achieved

06/06/2019
C116latr

None specified.

2.0 Statement of risk

28/05/2021
C122latr

- Damage to assets due to flooding
- Increased flood damage due to reduced storage of floodwaters as a result of development
- Risk to life and property due to flooding

3.0 Permit requirement

28/05/2021
C122latr

A permit is not required to:

Buildings

Construct a replacement building (excluding non-habitable outbuildings) where:

- The finished floor level of the building is at or above the Nominal Flood Protection Level specified in written advice by the relevant floodplain management authority
- The footprint of the replacement building is the same or less than the original building, to the satisfaction of the relevant floodplain management authority
- The underfloor area of the building will not restrict the free passage of floodwater, to the satisfaction of the relevant floodplain management authority
- A replacement dwelling is constructed within 3 years from the removal of a dwelling from the site or in accordance with written advice from the responsible authority
- Safe access to the building by emergency services is adequate during a 1 per cent AEP flood event to the satisfaction of the relevant floodplain management authority

Construct an extension to an existing building (excluding a non-habitable outbuilding) where:

- The finished floor level of the building is at or above the Nominal Flood Protection Level specified in written advice by the relevant floodplain management authority
- The underfloor area of the building will not restrict the free passage of floodwater, to the satisfaction of the relevant floodplain management authority
- Safe access to the building by emergency services is adequate during a 1 per cent AEP flood event to the satisfaction of the relevant floodplain management authority

Construct an upper storey extension to an existing building within the existing building footprint.

Construct the following:

- A non-habitable building that does not exceed 20 square metres
- A building with permanently open sides
- A rainwater tank associated with an existing dwelling, provided the footprint of all rainwater tanks associated with the dwelling does not exceed 20 square metres
- A mast, antenna, power pole, light pole or telecommunication tower
- A pergola, carport, deck, veranda or in-ground swimming pool associated with an existing dwelling, provided that it

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does not impede the flow of floodwaters, to the satisfaction of the relevant floodplain management authority

- A disabled access ramp
- Open type fencing (excluding paling fencing, colourbond style fencing, brick and concrete walls) and maintenance to existing fencing
- An open sports ground that does not alter the surface by more than 150 millimetres with no grandstands or raised view areas, playgrounds, open-sided picnic shelters and barbeques

Works

Carry out works ancillary to an existing building, including landscaping and pathways that do not alter the existing surface profile by more than 150 millimetres.

Carry out earthworks n accordance with a whole farm plan approved by the responsible authority and floodplain management authority.

For land in a rural zone, carry out earthworks that do not obstruct or impact on natural flow paths, drainage lines or flood flows and that do not raise the natural surface level of the land by 150 millimetres.

Carry out works associated with dams with less than 3,000 cubic metres capacity, where no fill is imported to the site and where no embarkment is proposed above natural ground level.

Carry out works associated with vine or horticultural trellises or watering systems.

Carry out routine and maintenance works that do not affect the height, length or location of a levee, embankment or road.

Carry out works associated with roads, roadsides or any other access way (public or private) including construction of driveways, vehicle crossovers, footpaths or bicycle paths if there is no change to existing surface levels up to 150 millimetres or if the relevant floodplain management authority has advised in writing that the impact on flood storage will be negligible and the flow path will not be obstructed.

Carry out works associated with the Princes Freeway – Traralgon Bypass, carried out by or on behalf of the relevant road authority, subject to the plans for the works being to the satisfaction of the floodplain management authority.

Buildings and works

Buildings and works carried out by a Water Corporation to maintain and replace infrastructure related to sewer and water supply that do not alter existing surfaces.

4.0 Application requirements

28/05/2021
C122latr

The following application requirements apply to an application for a permit under Clause 44.03, in addition to those specified in Clause 44.03 and elsewhere in the scheme and must accompany an application, as appropriate, to the satisfaction of the responsible authority:

- Written advice from the relevant floodplain management authority which assesses the viability of the proposed development and specifies the Nominal Flood Protection Level as appropriate.
- A plan, drawn to scale, which shows:
  - A location plan showing the boundaries and dimensions of the site, surrounding uses and the layout of existing and proposed buildings and works.
  - Elevation plans showing the natural ground level, finished ground level and the floor levels of any proposed buildings in relation to Australian Height Datum, taken by or under direction of a licenced surveyor where requested by the responsible authority or relevant floodplain management authority.
  - For inland waterways, the 1 per cent AEP flood level as specified in written advice by the relevant floodplain management authority.
  - Any additional information required and requested in writing by the relevant floodplain management authority.

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5.0 Decision guidelines

06/06/2019
C116latr

None specified.

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44.04 LAND SUBJECT TO INUNDATION OVERLAY

06/09/2021
VC171

Shown on the planning scheme map as **LSIO** with a number (if shown).

Purpose

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To identify flood prone land in a riverine or coastal area affected by the 1 in 100 (1 per cent Annual Exceedance Probability) year flood or any other area determined by the floodplain management authority.

To ensure that development maintains the free passage and temporary storage of floodwaters, minimises flood damage, responds to the flood hazard and local drainage conditions and will not cause any significant rise in flood level or flow velocity.

To minimise the potential flood risk to life, health and safety associated with development.

To reflect a declaration under Division 4 of Part 10 of the *Water Act, 1989* .

To protect water quality and waterways as natural resources by managing urban stormwater, protecting water supply catchment areas, and managing saline discharges to minimise the risks to the environmental quality of water and groundwater.

To ensure that development maintains or improves river, marine, coastal and wetland health, waterway protection and floodplain health.

44.04-1 Land subject to inundation objectives and statement of risk

24/01/2020
VC160

A schedule to this overlay may contain:

- Land subject to inundation management objectives to be achieved.
- A statement of risk.

44.04-2 Buildings and works

17/02/2022
VC200

A permit is required to construct a building or to construct or carry out works, including:

- A fence.
- Roadworks, if the water flow path is redirected or obstructed.
- Bicycle pathways and trails.
- Public toilets.
- A domestic swimming pool or spa and associated mechanical and safety equipment if associated with one dwelling on a lot.
- Rainwater tank with a capacity of not more than 10,000 litres.
- A pergola or verandah, including an open-sided pergola or verandah to a dwelling with a finished floor level not more than 800mm above ground level and a maximum building height of 3 metres above ground level.
- A deck, including a deck to a dwelling with a finished floor level not more than 800mm above ground level.
- A disabled access ramp.
- A dependent person's unit.

This does not apply:

- If a schedule to this overlay specifically states that a permit is not required.
- To roadworks or bicycle paths and trails constructed or carried out by or on behalf of the Head, Transport for Victoria, to the satisfaction of the relevant floodplain management authority.

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- To flood mitigation works carried out by the responsible authority or floodplain management authority.
- To the following works in accordance with plans prepared to the satisfaction of the responsible authority:
  - The laying of underground sewerage, water and gas mains, oil pipelines, underground telephone lines and underground power lines provided they do not alter the topography of the land.
  - The erection of telephone or power lines provided they do not involve the construction of towers or poles.
- To post and wire and post and rail fencing.

44.04-3 Subdivision

31/07/2018
VC148

A permit is required to subdivide land.

44.04-4 Application requirements

31/07/2018
VC148

An application must be accompanied by any information specified in a schedule to this overlay.

44.04-5 Local floodplain development plan

31/07/2018
VC148

If a local floodplain development plan has been developed for the area and has been incorporated into this scheme, an application must be consistent with the plan.

44.04-6 Exemption from notice and review

31/07/2018
VC148

An application under this overlay is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

44.04-7 Referral of applications

31/07/2018
VC148

An application must be referred to the relevant floodplain management authority under Section 55 of the Act unless in the opinion of the responsible authority, the proposal satisfies requirements or conditions previously agreed in writing between the responsible authority and the floodplain management authority.

44.04-8 Decision guidelines

06/09/2021
VC171

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The Municipal Planning Strategy and the Planning Policy Framework.
- Any local floodplain development plan.
- Any comments from the relevant floodplain management authority.
- The existing use and development of the land.
- Whether the proposed use or development could be located on flood-free land or land with a lesser flood hazard outside this overlay.
- Alternative design or flood proofing responses.
- The susceptibility of the development to flooding and flood damage.
- The potential flood risk to life, health and safety associated with the development. Flood risk factors to consider include:
  - The frequency, duration, extent, depth and velocity of flooding of the site and accessway.
  - The flood warning time available.

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    - Tidal patterns.
    - Coastal inundation and erosion.
    - The danger to the occupants of the development, other floodplain residents and emergency personnel if the site or accessway is flooded.
- The effect of the development on redirecting or obstructing floodwater, stormwater or drainage water and the effect of the development on reducing flood storage and increasing flood levels and flow velocities.
- The effect of the development on river, marine and coastal health values including wetlands, natural habitat, stream stability, erosion, environmental flows, water quality, estuaries and sites of scientific significance.
- Any other matters specified in a schedule to this overlay.

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18/06/2020
C092latr

SCHEDULE 10 TO CLAUSE 43.02 DESIGN AND DEVELOPMENT OVERLAY

Shown on the planning scheme map as **DDO10** .

LATROBE REGIONAL AIRPORT - OBSTACLE HEIGHT AREA NO.3

1.0 Design objectives

18/06/2020
C092latr

- To ensure that all buildings and works are within specified height limits.
- To ensure that appropriate external building materials are used, to avoid creating a hazard to aircraft flight paths in the vicinity of Latrobe Regional Airport.
- To ensure that flight paths associated with Latrobe Regional Airport are protected from the encroachment of inappropriate obstacles which may affect the safe and effective operation of the Airport.

2.0 Buildings and works

18/06/2020
C092latr

A permit is not required to:

- Construct a building or construct or carry out works which does not exceed 10 metres above natural ground level; or
- Construct a building or construct or carry out works which does not exceed 96.5 metres Australian Height Datum (AHD); or
- Construct a building or construct or carry out works on the airport site which, in the opinion of the responsible authority, is consistent with the *Latrobe Regional Airport Master Plan (2019)* , including the Development Guidelines contained within the Master Plan.

3.0 Subdivision

18/06/2020
C092latr

None specified.

4.0 Signs

18/06/2020
C092latr

None specified.

5.0 Application requirements

18/06/2020
C092latr

The following application requirements apply to an application for a permit under Clause 43.02, in addition to those specified elsewhere in the scheme and must accompany an application, as appropriate, to the satisfaction of the responsible authority:

- The AHD of the highest point and the four corners of the building.
- The natural ground level of the site.
- Northings and eastings (geographic coordinates).
- Description of roof colour and materials.

6.0 Decision guidelines

18/06/2020
C092latr

The following decision guidelines apply to an application for a permit under Clause 43.02, in addition to those specified in Clause 43.02 and elsewhere in the scheme which must be considered, as appropriate, by the responsible authority:

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- The *Latrobe Regional Airport Master Plan (2019).*
- The Obstacle Limitation Surface (OLS) within the *Airspace Protection Plan* contained in the *Latrobe Regional Airport Master Plan (2019).*
- National Airports Safeguarding Framework, Guideline F - Managing the Risk of Intrusions into the Protected Airspace of Airports.
- The location and height of the proposed development.
- The need to prevent buildings or structures from being built which could interfere with and cause a safety hazard to aircraft operations.
- Natural surface level survey to determine the AHD level of the proposed development site.
- The suitability of building design and the potential impact of building materials on the flight path of aircraft.
- The views of the Latrobe Regional Airport Board.
- The need to require independent aeronautical advice so as not to interfere with or cause a safety hazard to aircraft operations.

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43.02 DESIGN AND DEVELOPMENT OVERLAY

31/07/2018
VC148

Shown on the planning scheme map as **DDO** with a number.

Purpose

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To identify areas which are affected by specific requirements relating to the design and built form of new development.

43.02-1 Design objectives

19/01/2006
VC37

A schedule to this overlay must contain a statement of the design objectives to be achieved for the area affected by the schedule.

43.02-2 Buildings and works

31/07/2018
VC148

Permit requirement

A permit is required to:

- Construct a building or construct or carry out works. This does not apply:
  - If a schedule to this overlay specifically states that a permit is not required.
  - To the construction of an outdoor swimming pool associated with a dwelling unless a specific requirement for this matter is specified in a schedule to this overlay.
- Construct a fence if specified in a schedule to this overlay.

Buildings and works must be constructed in accordance with any requirements in a schedule to this overlay. A schedule may include requirements relating to:

- Building setbacks.
- Building height.
- Plot ratio.
- Landscaping.
- Any other requirements relating to the design or built form of new development.

A permit may be granted to construct a building or construct or carry out works which are not in accordance with any requirement in a schedule to this overlay, unless the schedule specifies otherwise.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
Construct a fence.	Clause 59.05
Construct a building or construct or carry out works for: ▪ A carport, garage, pergola, verandah, deck, shed or similar structure.	Clause 59.05

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Class of application	Information requirements and decision guidelines
▪ An outdoor swimming pool. The buildings and works must be associated with a dwelling.	
Construct a building or construct or carry out works with an estimated cost of up to $1,000,000 where the land is in an industrial zone.	Clause 59.05
Construct a building or construct or carry out works with an estimated cost of up to $500,000 where the land is in a commercial zone or a Special Use, Comprehensive Development, Capital City, Docklands, Priority Development or Activity Centre Zone.	Clause 59.05

Exemption from notice and review

A schedule to this overlay may specify that an application is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

43.02-3 Subdivision

31/07/2018
VC148

Permit requirement

A permit is required to subdivide land.

This does not apply if a schedule to this overlay specifically states that a permit is not required.

Subdivision must occur in accordance with any lot size or other requirement specified in a schedule to this overlay.

A permit may be granted to subdivide land which is not in accordance with any lot size or other requirement in a schedule to this overlay, unless the schedule specifies otherwise.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
Subdivide land to realign the common boundary between 2 lots where: ▪ The area of either lot is reduced by less than 15 percent. ▪ The general direction of the common boundary does not change.	Clause 59.01
Subdivide land into lots each containing an existing building or car parking space where: ▪ The buildings or car parking spaces have been constructed in accordance with the provisions of this scheme or a permit issued under	Clause 59.02

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Class of application	Information requirements and decision guidelines
this scheme. ▪ An occupancy permit or a certificate of final inspection has been issued under the Building Regulations in relation to the buildings within 5 years prior to the application for a permit for subdivision.	

Subdivide land into 2 lots if:
▪ The construction of a building or the construction or carrying out of works on the land:
  ▪ Has been approved under this scheme or by a permit issued under this scheme and the permit has not expired.
  ▪ Has started lawfully.
▪ The subdivision does not create a vacant lot.
	Clause 59.02

Exemption from notice and review

A schedule to this overlay may specify that an application is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

43.02-4 Signs

31/07/2018
VC148

Sign requirements are at Clause 52.05 unless otherwise specified in a schedule to this overlay.

43.02-5 Application requirements

31/07/2018
VC148

An application must be accompanied by any information specified in a schedule to this overlay.

43.02-6 Decision guidelines

31/07/2018
VC148

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The Municipal Planning Strategy and the Planning Policy Framework.
- The design objectives of the relevant schedule to this overlay.
- The provisions of any relevant policies and urban design guidelines.
- Whether the bulk, location and appearance of any proposed buildings and works will be in keeping with the character and appearance of adjacent buildings, the streetscape or the area.
- Whether the design, form, layout, proportion and scale of any proposed buildings and works is compatible with the period, style, form, proportion, and scale of any identified heritage places surrounding the site.
- Whether any proposed landscaping or removal of vegetation will be in keeping with the character and appearance of adjacent buildings, the streetscape or the area.
- The layout and appearance of areas set aside for car parking, access and egress, loading and unloading and the location of any proposed off street car parking
- Whether subdivision will result in development which is not in keeping with the character and appearance of adjacent buildings, the streetscape or the area.

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- Any other matters specified in a schedule to this overlay.

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DATED 2023

SHANNON RENEE SHEPLEY

VENDOR STATEMENT

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