

## Contract of Sale of Land

Property address: Apartment 803 8 Gheringhap Street GEELONG VIC 3220

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.

The terms of this contract are contained in the:

- Particulars of sale; and
- Special conditions, if any; and
- General conditions (which are in standard form: see general condition 6.1)

in that order of priority.

### IMPORTANT NOTICE TO PURCHASERS

#### Cooling-off period

*Section 31, Sale of Land Act 1962*

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you.

You must either give the vendor or the vendor's agent written notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision.

You are entitled to a refund of all the money you paid **except** for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

#### Exceptions

The 3-day cooling-off period does not apply if:

- you bought the property at or within 3 clear business days before or after a publicly advertised auction; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

#### Notice to purchasers of property "off-the-plan"

*Section 9AA(1A), Sale of Land Act 1962*

You may negotiate with the vendor about the amount of the deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor.

*Section 10F, Sale of Land Act 1962*

If the period prescribed for the registration of the subdivision expires and the vendor intends to end this contract:

- (a) The vendor is required to give notice of a proposed rescission of the contract under the sunset clause;
- (b) The purchaser has the right to consent to the proposed rescission but is not obliged to consent;
- (c) The vendor has the right to apply to the Supreme Court for an order permitting the vendor to rescind the contract;
- (d) The Supreme Court may make an order permitting the rescission of the contract if satisfied that making the order is just and equitable in all the circumstances.

## Signing of this contract

**Warning: this is a legally binding contract. You should read this contract before signing it.**

Purchasers should ensure that prior to signing this contract, they have received:

- a copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*; and
- a copy of the full terms of this contract.

The authority of a person signing:

- under power of attorney; or
- as director of a corporation; or
- as an agent authorised in writing by one of the parties

must be noted beneath the signature.

Any person whose signature is secured by an estate agent acknowledges being given by the agent at the time of signing a copy of the terms of this contract.

Signed by the purchaser

on  
dd/mm/yyyy

Print name(s) of person(s) signing

State nature of authority if applicable  
e.g. 'director', 'attorney under power  
of attorney'

This offer will lapse unless accepted within [ 10 ] clear business days (3 clear business days if none specified).

Signed by the vendor

on  
dd/mm/yyyy

Print name(s) of person(s) signing

State nature of authority if applicable  
e.g. 'director', 'attorney under power  
of attorney'

The **day of sale** is the date by which both parties have signed this contract.

## Particulars of sale

### Vendor's estate agent

Name:	Maxwell Collins Real Estate
Address:	55 Myers Street GEELONG VIC 3220
Telephone/Fax:	5222 4711 Fax 5221 7331
Email:	sales@maxwellcollins.com.au

### Vendor

Name(s):	Warren Kenneth Madden and Sharon Margaret Madden
Address:	14 Patrick Street WHITTINGTON VIC 3219

### Vendor's legal practitioner or conveyancer

Name:	Bay City Conveyancing
Address:	13 Star Street Geelong
Telephone/Fax:	03 5221 9805 Fax: 03 5222 7372
Email:	geoff@bayconvey.com.au

### Purchaser

Name(s):	
Address:	
Telephone:	
Email:	

### Purchaser's legal practitioner or conveyancer

Name:	
Address:	
Telephone:	
Fax:	
Email:	

## Land (general conditions 6 and 12)

The land is described in the copy title(s) and plan(s) as attached to the Vendor's Statement.

The land includes all improvements and fixtures.

Property address The address of the land	Apartment 803 8 Gheringhap Street GEELONG VIC 3220
Goods sold with the land General condition 5.2(f). List or attach schedule.	All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature.

## Payment

Price	
Deposit	
by dd/mm/yyyy	
(of which [amount] has been paid)	
Balance payable at settlement	

## GST (general condition 18)

The price includes GST (if any) unless the words ' <b>plus GST</b> ' appear in this box:	Not applicable
If this is a sale of a 'farming business' or 'going concern' then add the words ' <b>farming business</b> ' or ' <b>going concern</b> ' in this box:	Not applicable
If the margin scheme will be used to calculate GST then add the words 'margin scheme' in this box	Not applicable

## Settlement (general condition 16 and 25.2)

Is due on:  
dd/mm/yyyy

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unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of:

- the above date; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

### Lease (general condition 4.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box:

Not applicable\*

Subject to lease\*

\* Strike out as applicable. If neither struck out, the sale is made **subject to lease**

in which case refer to general condition 4.1. If '**subject to lease**' then particulars of the lease are:

As attached

Residential tenancy agreement for a fixed term ending

Periodic residential tenancy agreement determinable by notice

Lease for a term ending.....with.....option to renew, each of..... years

### Terms contract (general condition 29)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* then add the words '**terms contract**' in this box

Not applicable

and refer to general condition 29 and add any further provisions by way of special conditions.

- ☐ **Deposit Bond** - General Condition 14 applies to this contract only if this box is checked or crossed.
- ☐ **Bank Guarantee** - General Condition 15 applies to this contract only if this box is checked or crossed.
- ☐ **Building Report** - General Condition 20 applies to this contract only if this box is checked or crossed.
- ☐ **Pest Report** - General Condition 21 applies to this contract only if this box is checked or crossed.

### Loan (general condition 19) – NOT APPLICABLE AT AUCTION

The following details apply if this contract is subject to a loan being approved:

Lender

Loan amount

Approval date

### Special conditions

This contract does not include any special conditions unless the words '**special conditions**' appear in this box:

SPECIAL CONDITIONS

# Contract of Sale of Land—Special Conditions

**Instructions:** it is recommended that when adding special conditions:

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg.5a, 5b, 5c etc.)

## **Special Condition 1 - Auction**

This condition applies only if the property is sold by way of auction.

The property is offered for sale by auction, subject to the vendor's reserve price. The Rules of the conduct of the auction will be as set out in the **Sale of Land (Public Auctions) Regulations 2014**, or any rules prescribed by regulation which modify or replace those Rules.

## **Special Condition 2 - Certain General Conditions Excluded or Varied**

- (a) General Conditions 11 and 30.4 to 30.6 inclusive do not apply to this contract.
- (b) The words "80% of the sale price" in General Condition 13.3(a)(ii) are replaced with the words "the Balance set out in the particulars of sale".
- (c) Sub-clause 33.3 is added:  
"33.3 If a default notice is served, the default shall be deemed remedied only when the provisions of sub-clause 33(b)(i) and 33(b)(ii) have each been satisfied."
- (d) General Conditions 13.7 (a) and (c) shall apply only if the vendor has an Estate Agent specified in the particulars of sale.
- (e) The numeral 14 where it appears in General Condition sub clause 20.2 and General Condition sub clause 21.2 is replaced with the numeral 7.

## **Special Condition 3 - Guarantee**

- (a) If the purchaser or any nominee is a proprietary limited company ("corporation"), the purchaser will procure the execution of the attached guarantee by each of the directors of the corporation at the time of signing of this contract by the purchaser or nomination;
- (b) If any director of the corporation does not sign the attached guarantee at the time of signing by of this contract or nomination by the purchaser, a director subsequently requested to execute the attached guarantee must do so within seven days of the request;
- (c) If any person required to execute the guarantee fails to do so, the vendor may rescind this contract by written notice to the purchaser. Time will be of the essence of this special condition.

# Contract of Sale of Land - General Conditions

## Contract Signing

### 1. NOMINEE

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

### 2. LIABILITY OF SIGNATORY

Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser's obligations as if the signatory were the purchaser in the case of a default by a proprietary limited company purchaser.

### 3. GUARANTEE

The vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company.

## Title

### 4. ENCUMBRANCES

4.1 The purchaser buys the property subject to:

- (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
- (b) any reservations, exceptions and conditions in the crown grant; and
- (c) any lease or tenancy referred to in the particulars of sale.

4.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

### 5. VENDOR WARRANTIES

5.1 The warranties in general conditions 5.2 and 5.3 replace the purchaser's right to make requisitions and inquiries.

5.2 The vendor warrants that the vendor:

- (a) has, or by the due date for settlement will have, the right to sell the land; and
- (b) is under no legal disability; and
- (c) is in possession of the land, either personally or through a tenant; and
- (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
- (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

5.3 The vendor further warrants that the vendor has no knowledge of any of the following:

- (a) public rights of way over the land;
- (b) easements over the land;
- (c) lease or other possessory agreement affecting the land;
- (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

5.4 The warranties in general conditions 5.2 and 5.3 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

5.5 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:

- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

5.6 Words and phrases used in general condition 5.5 which are defined in the *Building Act* 1993 have the same meaning in general condition 5.5.

**6. IDENTITY OF THE LAND**

- 6.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 6.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
  - (b) require the vendor to amend title or pay any cost of amending title.

**7. SERVICES**

- 7.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 7.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

**8. CONSENTS**

The vendor must obtain any necessary consent or licence required for the vendor to sell the property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

**9. TRANSFER & DUTY**

- 9.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 9.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

**10. RELEASE OF SECURITY INTEREST**

- 10.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009 (Cth)* applies.
- 10.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 10.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 10.3 If the purchaser is given the details of the vendor's date of birth under general condition 10.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 10.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 10.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009 (Cth)* setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 10.5 Subject to general condition 10.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009 (Cth)*, not more than that prescribed amount; or

- (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 10.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 10.5 if—
  - (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 10.7 A release for the purposes of general condition 10.4(a) must be in writing.
- 10.8 A release for the purposes of general condition 10.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 10.9 If the purchaser receives a release under general condition 10.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 10.10 In addition to ensuring that a release is received under general condition 10.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 10.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 10.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 10.11.
- 10.13 If settlement is delayed under general condition 10.12 the purchaser must pay the vendor—
  - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay—  
as though the purchaser was in default.
- 10.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 10.14 applies despite general condition 10.1.
- 10.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 10 unless the context requires otherwise.

## **11. BUILDER WARRANTY INSURANCE**

The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendor's possession relating to the property if requested in writing to do so at least 21 days before settlement.

## **12. GENERAL LAW LAND**

- 12.2 The remaining provisions of this general condition 12 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 12.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 12.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 12.5 The purchaser is taken to have accepted the vendor's title if:
  - (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

12.6 The contract will be at an end if:

- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
- (b) the objection or requirement is not withdrawn in that time.

12.7 If the contract ends in accordance with general condition 12.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

12.10 General condition 16.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

## Money

### 13. DEPOSIT

13.1 The purchaser must pay the deposit:

- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

13.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

13.3 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
  - (i) there are no debts secured against the property; or
  - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 23 and 24 does not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.

13.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

13.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

13.7 Payment of the deposit may be made or tendered:

- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt. However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

13.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

13.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

13.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

13.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

#### **14. DEPOSIT BOND**

14.1 This general condition only applies if the applicable box in the particulars of sale is checked.

14.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

14.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

14.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

14.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:

- (a) settlement;
- (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
- (c) the date on which this contract ends in accordance with general condition 34.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

14.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 14.5 to the extent of the payment.

14.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 14.6.

14.8 This general condition is subject to general condition 13.2 [deposit].

#### **15. BANK GUARANTEE**

15.1 This general condition only applies if the applicable box in the particulars of sale is checked.

15.2 In this general condition:

- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.

15.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

15.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

- (a) settlement;
- (b) the date that is 45 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 34.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 15.4.

15.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 15.4 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 15.6.

15.8 This general condition is subject to general condition 13.2 [deposit].

#### **16. SETTLEMENT**

16.1 At settlement:

- (a) the purchaser must pay the balance; and

- (b) the vendor must:
  - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
  - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

16.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

16.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

## **17. ELECTRONIC SETTLEMENT**

17.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 17 has priority over any other provision of this contract to the extent of any inconsistency.

17.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 17 ceases to apply from when such a notice is given.

17.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

17.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

17.5 This general condition 17.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 17.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:

- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
- (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

17.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.

17.7 The parties must do everything reasonably necessary to effect settlement:

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 17.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

17.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

17.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,



- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgment network operator;
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgment network operator of settlement.

## **18. GST**

- 18.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 18.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
  - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 18.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 18.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 18.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 18.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 18.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
  - (b) 'GST' includes penalties and interest.

## **19. LOAN**

- 19.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 19.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
  - (b) did everything reasonably required to obtain approval of the loan; and
  - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
  - (d) is not in default under any other condition of this contract when the notice is given.
- 19.3 All money must be immediately refunded to the purchaser if the contract is ended.

## **20. BUILDING REPORT**

- 20.1 This general condition only applies if the applicable box in the particulars of sale is checked.

- 20.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 20.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 20.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 20.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

## **21. PEST REPORT**

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

## **22. ADJUSTMENTS**

- 22.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 22.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
  - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
  - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
  - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 22.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 22, if requested by the vendor.

## **23. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**

- 23.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 23.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 23.3 The remaining provisions of this general condition 27 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 23.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 23.5 The purchaser must:

- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 23.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 23.7 The representative is taken to have complied with the requirements of general condition 23.6 if:
- (a) the settlement is conducted through an electronic lodgment network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 23.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 23.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 23.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

#### **24. GST WITHHOLDING**

- 24.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 24.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 24.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 24.4 The remaining provisions of this general condition 21 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 21 is to be taken as relieving the vendor from compliance with section 14-255.
- 24.5 The amount is to be deducted from the vendor's entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.6 The purchaser must:

- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 24.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 24.8 The representative is taken to have complied with the requirements of general condition 24.7 if:
- (a) settlement is conducted through an electronic lodgment network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic lodgment network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 24.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
  - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 24.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 24.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
  - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 24.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 24.11; or
  - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

## Transactional

### 25. TIME & CO OPERATION

- 25.1 Time is of the essence of this contract.
- 25.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 25.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 25.4 Any unfulfilled obligation will not merge on settlement.

### 26. SERVICE

- 26.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 26.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 19 [loan approval], 20 [building report] or 21 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 26.3 A document is sufficiently served:
  - (a) personally, or
  - (b) by pre-paid post, or
  - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
  - (d) by email.
- 26.4 Any document properly sent by:
  - (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
  - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 26.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

### 27. NOTICES

- 27.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.
- 27.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.
- 27.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

### 28. INSPECTION

The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.

### 29. TERMS CONTRACT

- 29.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
  - (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
  - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 29.2 While any money remains owing each of the following applies:
  - (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
  - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the

- insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
  - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
  - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
  - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
  - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
  - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
  - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

### **30. LOSS OR DAMAGE BEFORE SETTLEMENT**

- 30.1 The vendor carries the risk of loss or damage to the property until settlement.
- 30.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 30.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 30.2, but may claim compensation from the vendor after settlement.
- 30.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 30.2 at settlement.
- 30.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 30.6 The stakeholder must pay the amounts referred to in general condition 30.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

### **31. BREACH**

A party who breaches this contract must pay to the other party on demand:

- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
- (b) any interest due under this contract as a result of the breach.

## **Default**

### **32. INTEREST**

Interest at a rate of 2% per annum plus the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983* is payable at settlement on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

### **33. DEFAULT NOTICE**

- 33.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 33.2 The default notice must:
- (a) specify the particulars of the default; and
  - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
    - (i) the default is remedied; and
    - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

### **34. DEFAULT NOT REMEDIED**

- 34.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 34.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
  - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 34.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
  - (b) all those amounts are a charge on the land until payment; and
  - (c) the purchaser may also recover any loss otherwise recoverable.
- 34.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
  - (b) the vendor is entitled to possession of the property; and
  - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
    - (i) retain the property and sue for damages for breach of contract; or
    - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
  - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
  - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 34.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

## GUARANTEE and INDEMNITY

I/We  of   
And  of   
being the **Sole Director / Directors of**  **ACN**

(Called the "Guarantors") IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by:-

- a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- c) by time given to the Purchaser for any such payment performance or observance;
- d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

This  Day of  20

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of

Witness

Director(Sign)

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of

Witness

Director(Sign)



# BAY CITY CONVEYANCING

Our Reference: Geoff Voss

## NOTIFICATION PURSUANT TO THE TAX ADMINISTRATION ACT 1953 ("Notification")

This Notification is pursuant to Section 14-250 of Schedule 1 of the *Tax Administration Act 1953* ("TAA") and its terms are provisions of the attached contract. This information is provided solely for the purpose of complying with the withholding provisions required by the TAA.

You are not required to withhold and direct funds to the Commission of Taxation at settlement of the sale of this property because:

The supply is not a supply of "New Residential Premises / Potential Residential Land" as defined by Section 40-75 of the A New Tax System (Goods & Services Tax) Act 1999 and further refined by Section 14-250(2) of the TAA.

## VENDOR'S STATEMENT TO THE PURCHASER OF REAL ESTATE PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT 1962

Copyright Bay City Conveyancing 13 Star Street Geelong 3220

**VENDOR:** Warren Kenneth Madden and Sharon Margaret Madden  
**PROPERTY:** Apartment 803, 8 Gheringhap Street GEELONG

DATE OF THIS STATEMENT: the 13<sup>th</sup> day of March 2021

Signature of the vendor:



Warren Kenneth Madden and Sharon Margaret Madden

The purchasers acknowledge being given a duplicate of this statement by the vendor before the purchasers signed any contract.

DATE OF THIS ACKNOWLEDGEMENT: the                      day of

Signatures of the purchaser:

## DUE DILIGENCE CHECKLIST

A copy of the Due Diligence Checklist as prescribed and current as at the date of preparation of this statement is included for convenience.

**VENDOR'S STATEMENT TO THE PURCHASER OF REAL ESTATE  
PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT 1962**

**Apartment 803, 8 Gheringhap Street GEELONG**

**TITLE**

Attached is a copy of the **Register Search Statement** including any plan of subdivision and covenant where applicable.

**RESTRICTIONS**

Information concerning any easement, covenant or other similar restriction affecting the property (registered or unregistered and subject to any in favour of the local water authority Barwon Region Water full particulars of which may be obtained therefrom) are as set out in the attached copies of title documents and sewer plan including easement implied to the area within one metre of any sewer main shown on the plan.

There is no failure to comply with their terms to the vendors' knowledge.

**PLANNING**

Planning Scheme information applying to the land is contained in the attached Property Report.

**BUSHFIRE**

If the land is in a designated bushfire prone area details are in the attached Property Report.

**BUILDING APPROVALS**

No building permit has been issued in the past seven years to the vendors knowledge.

**INSURANCE PURSUANT TO SECTION 137B OF THE BUILDING ACT 1993**

Not applicable.

**SERVICES** – The following services are connected to the land unless the word **NO** appears–

Service	
Electricity	
Gas	
Water	
Sewerage	
Telephone	<b>NO</b>

**OUTGOINGS & STATUTORY CHARGES**

The amount of any rates, taxes, charges or other similar outgoings affecting the land including any unpaid interest payable on any part of those rates, taxes, charges or outgoings including any rates, taxes, charges or outgoings for which the purchaser may become liable in consequence of the sale do not exceed \$7,500.00. Depending on the use made by the purchaser in future and use by the vendor in the year of settlement, land tax may be payable by the purchaser not expected to exceed \$2,000.00

**NOTICES**

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land of which the vendor might reasonably be expected to have knowledge or any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes and including any notice under section 6 of the Land Acquisition & Compensation Act 1986) are as follows:

There are none to the vendor's knowledge save as detailed herein or attached, but the vendor has no means of knowing of all the decisions of public authorities or government departments affecting the property unless communicated to the vendor.

Registration of swimming pools and spas with the local council must be completed before 1 November 2020.

**OWNERS CORPORATION**

The land is affected by an owners corporation within the meaning of the Owners Corporations Act 2006.

**Owners Corporation Certificate**

Attached is a copy of the current owners corporation certificate issued in respect of the land under section 151(4)(a) of the **Owners Corporations Act 2006** and documents required to accompany the owners corporation certificate under section 151(4)(b) of the Owners Corporations Act 2006.

**Prepared by Bay City Conveyancing  
Section 32 Statement Attachments Follow**

## **Due diligence checklist**

### **What you need to know before buying a residential property**

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

## **Urban living**

### **Moving to the inner city?**

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

### **Is the property subject to an owners corporation?**

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

## **Growth areas**

### **Are you moving to a growth area?**

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

## **Flood and fire risk**

### **Does this property experience flooding or bushfire?**

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

## **Rural properties**

### **Moving to the country?**

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

Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.

Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.

Do you understand your obligations to manage weeds and pest animals?

### **Can you build new dwellings?**

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

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

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

## **Soil and groundwater contamination**

### **Has previous land use affected the soil or groundwater?**

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

## **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.

**Register Search Statement - Volume 11411 Folio 337**

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

VOLUME 11411 FOLIO 337

Security no : 124088524448B  
Produced 05/03/2021 05:10 PM

LAND DESCRIPTION

Lot 39 on Plan of Subdivision 642096C.  
PARENT TITLE Volume 08782 Folio 249  
Created by instrument PS642096C 21/03/2013

REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
WARREN KENNETH MADDEN  
SHARON MARGARET MADDEN both of 14 PATRICK STREET WHITTINGTON VIC 3219  
AL613256D 09/01/2015

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AL613257B 09/01/2015  
AFSH NOMINEES PTY LTD

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

DIAGRAM LOCATION

SEE PS642096C 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 803 FLOOR L8 8 GHERINGHAP STREET GEELONG VIC 3220

OWNERS CORPORATIONS

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS642096C

DOCUMENT END

**The information supplied has been obtained by SAI Global Property Division Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 05/03/2021, for Order Number 66883629. Your reference: 21-0247 madden.**

Signed by Council: City of Greater Geelong, Council Ref: 421/2012, 10326, Original Certification: 18/12/2012, Recertification: 25/01/2013, S.O.C.: 15/02/2013

PLAN OF SUBDIVISION		STAGE No <del>X</del>	LRS EDITION 1	PLAN NUMBER PS 642096C
<b>LOCATION OF LAND</b>  PARISH: CORIO  TOWNSHIP: GEELONG (CITY)  SECTION: 38  CROWN ALLOTMENT: 11 & 12 (PARTS)  CROWN PORTION: -  TITLE REFERENCES: VOL.8782 FOL.249  LAST PLAN REFERENCE/S: TP.567373G (LOTS 1 & 2)  POSTAL ADDRESS: 8 GHERINGHAP STREET (At time of subdivision) GEELONG 3220  MGA Co-ordinates (of approx centre of land in plan) E 268 570 ZONE: 55 N 5 774 941		<b>COUNCIL CERTIFICATION AND ENDORSEMENT</b>  COUNCIL NAME: REF: 1. This plan is certified under Section 6 of the Subdivision Act 1988 2. This plan is certified under Section 11(7) of the Subdivision Act 1988 Date of original certification under Section 6 / / 3. This is a statement of compliance issued under Section 21 of the Subdivision Act 1988  OPEN SPACE (i) A requirement for public open space under Section 18 of the Subdivision Act 1988 has/has not been made (ii) The requirement has been satisfied (iii) The requirement is to be satisfied in Stage .....  Council Delegate Council Seal Date / /  Re-certified under Section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date / /		
VESTING OF ROADS AND/OR RESERVES		<b>NOTATIONS</b>		
IDENTIFIER	COUNCIL/BODY/PERSON	STAGING This is/ is not a staged subdivision Planning permit No. 471/2008		
NIL	NIL	DEPTH LIMITATION DOES NOT APPLY Boundaries shown by thick continuous lines are defined by buildings. Location of boundaries defined by buildings Interior face - All boundaries  The common property no.1 is all the land in the plan except for lots 1-42, A & B and includes the structure of all walls, floors and ceilings which define boundaries. All columns, internal service ducts and pipe shafts within the building are deemed to be part of the common property. The position of these columns, ducts and shafts have not necessarily been shown on the diagrams contained here in.  Lots 1-42 & B comprise of 2 parts. Lot A is comprised of 3 parts.  LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. See owners corporation search report(s) for detail  Subdivision (Registrar's Requirements) Regulations 2011 apply to boundaries defined by buildings.  SURVEY THIS PLAN IS / <del>IS NOT</del> BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s) IN PROCLAIMED SURVEY AREA No		
<b>EASEMENT INFORMATION</b> <b>Legend:</b> E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A - Appurtenant Easement R - Encumbering Easement (Road)		<b>LRS</b> <b>STATEMENT OF COMPLIANCE EXEMPTION STATEMENT</b>  RECEIVED <input checked="" type="checkbox"/>  DATE 01 / 03 / 2013		
IMPLIED EASEMENTS PURSUANT TO SECTION 12(2) OF THE SUBDIVISION ACT 1988 AFFECT ALL THE LAND IN THIS PLAN.		<b>LRS</b> PLAN REGISTERED TIME 1:35pm DATE 21 / 03 / 2013  L.ARMSTRONG Assistant Registrar of Titles  SHEET 1 OF 14 SHEETS		
Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
 <b>ST. QUENTIN</b> Surveyors • Town Planners • Engineers 51 LITTLE FYANS STREET, P.O. BOX 919, GEELONG 3220 TELEPHONE (03) 5201 1811 FAX (03) 5229 2909		LICENSED SURVEYOR (PRINT) PAUL TRELOAR SIGNATURE ..... DIGITALLY SIGNED ..... DATE: 17/01/2013 REF 11293 VERSION 08		DATE / / COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3



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THAT PART OF THE LOTS DENOTED \* HAVE AN UPPER BOUNDARY LIMITED IN HEIGHT TO 2.10m ABOVE THE FINISHED FLOOR LEVEL OF THE RELEVANT LOT.

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SCALE



ORIGINAL SCALE

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A3

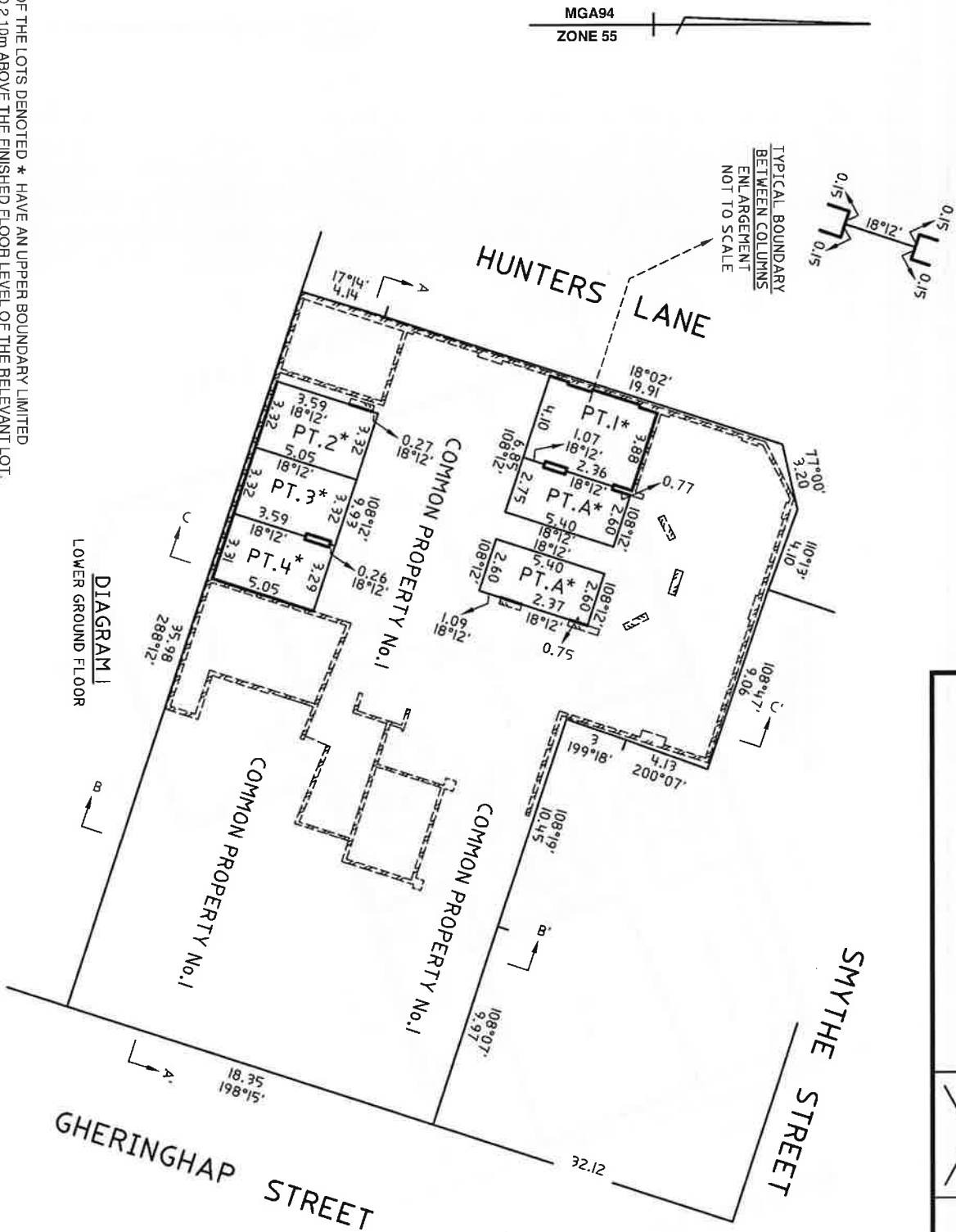
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PLAN OF SUBDIVISION

STAGE No

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SCALE



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REF 11293

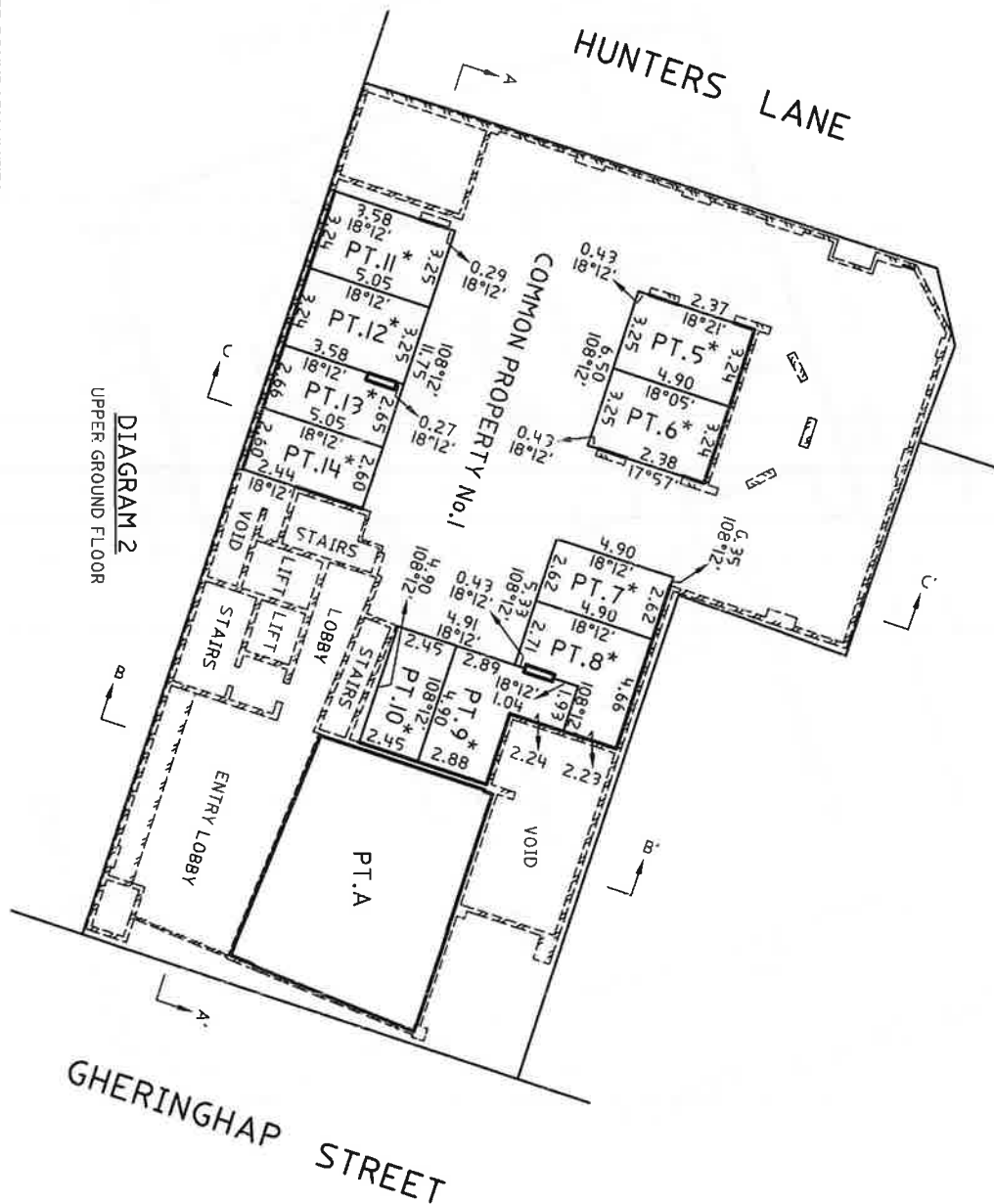
VERSION 08

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MGA94  
ZONE 55



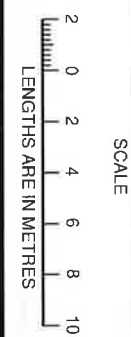
PLAN OF SUBDIVISION

STAGE No

PLAN NUMBER

PS 642096C

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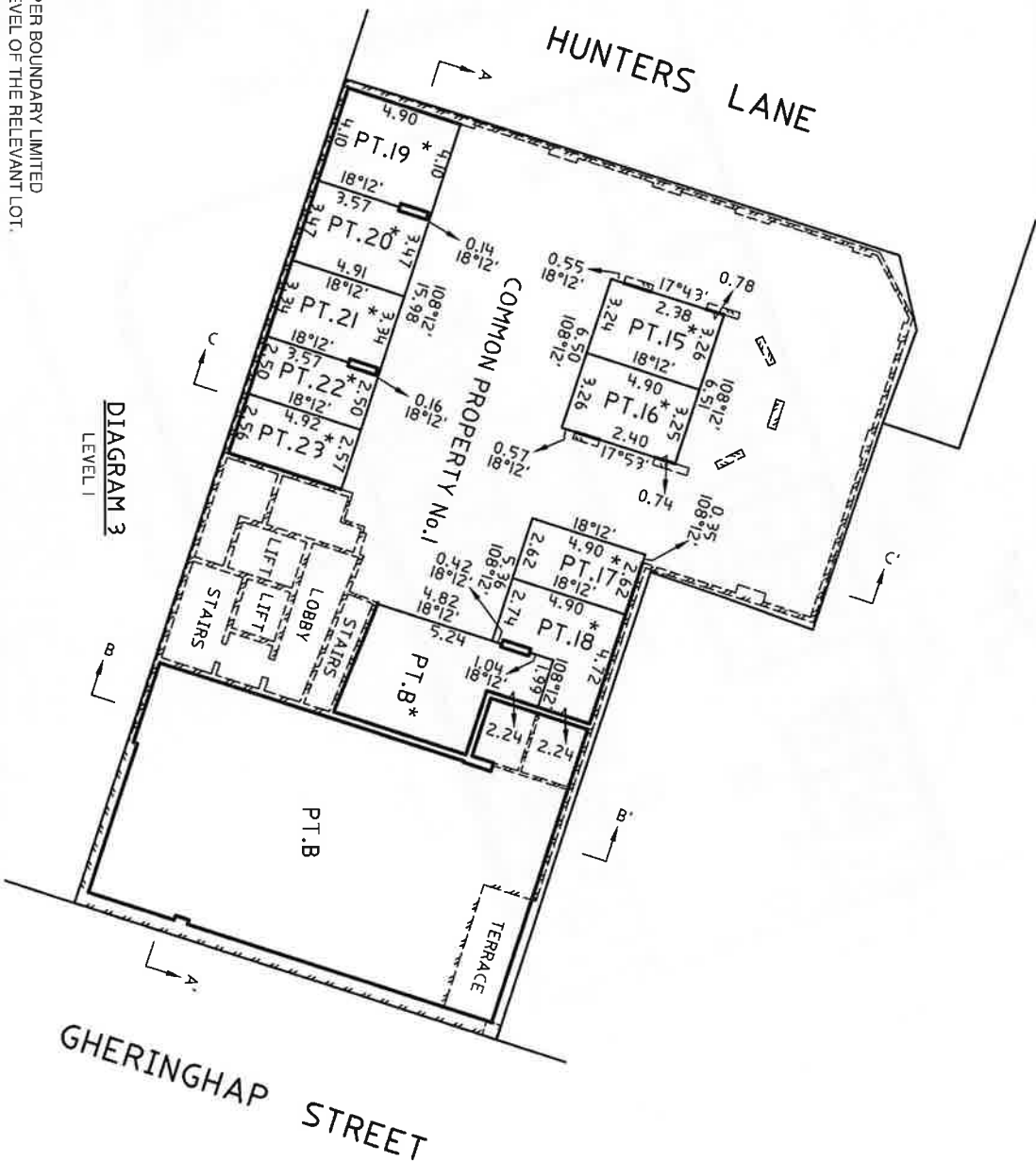


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REF 11293 VERSION 08

SHEET 4  
DATE / /  
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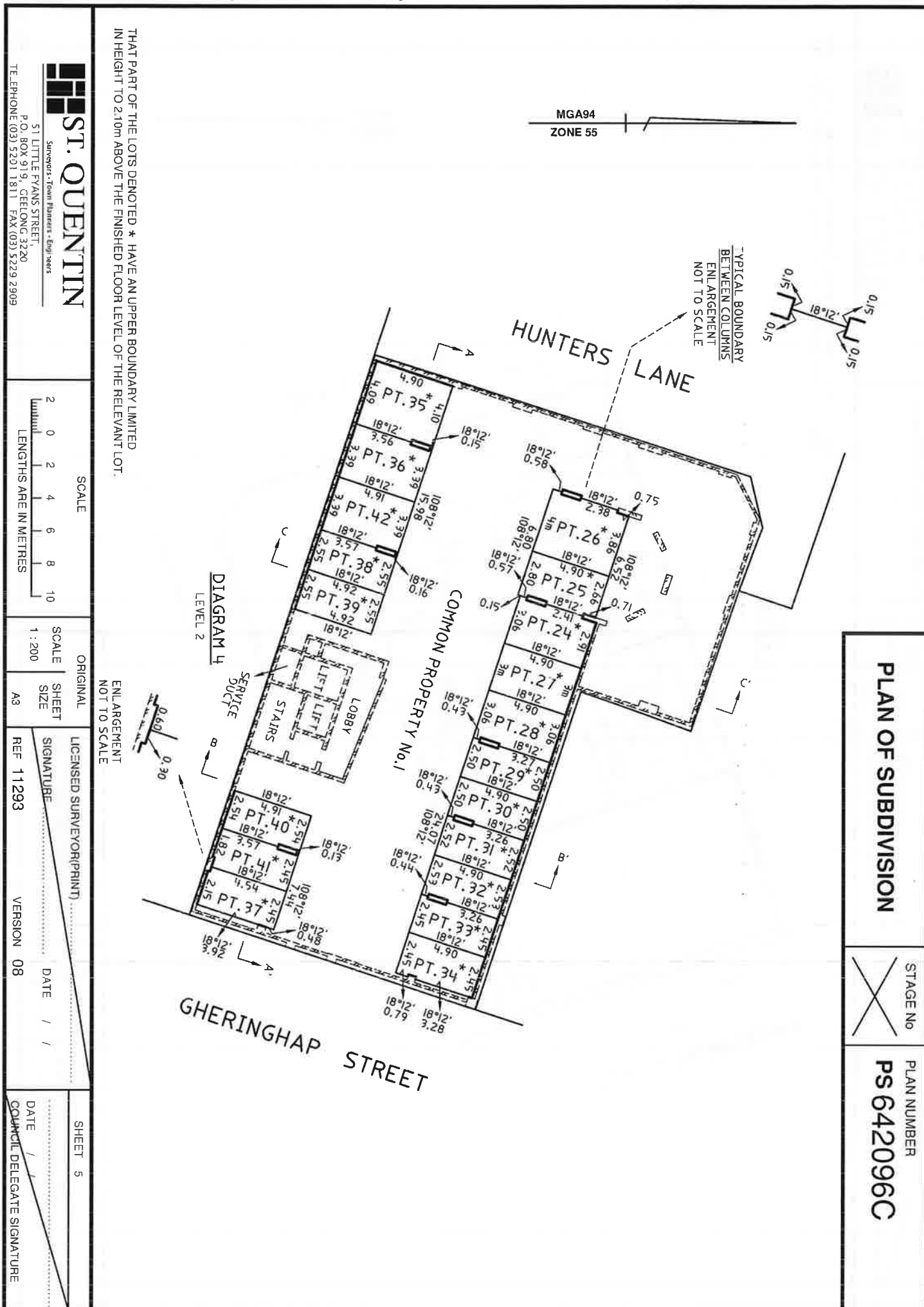
MGA94  
ZONE 55

**PLAN OF SUBDIVISION**

STAGE No

PLAN NUMBER  
**PS 642096C**

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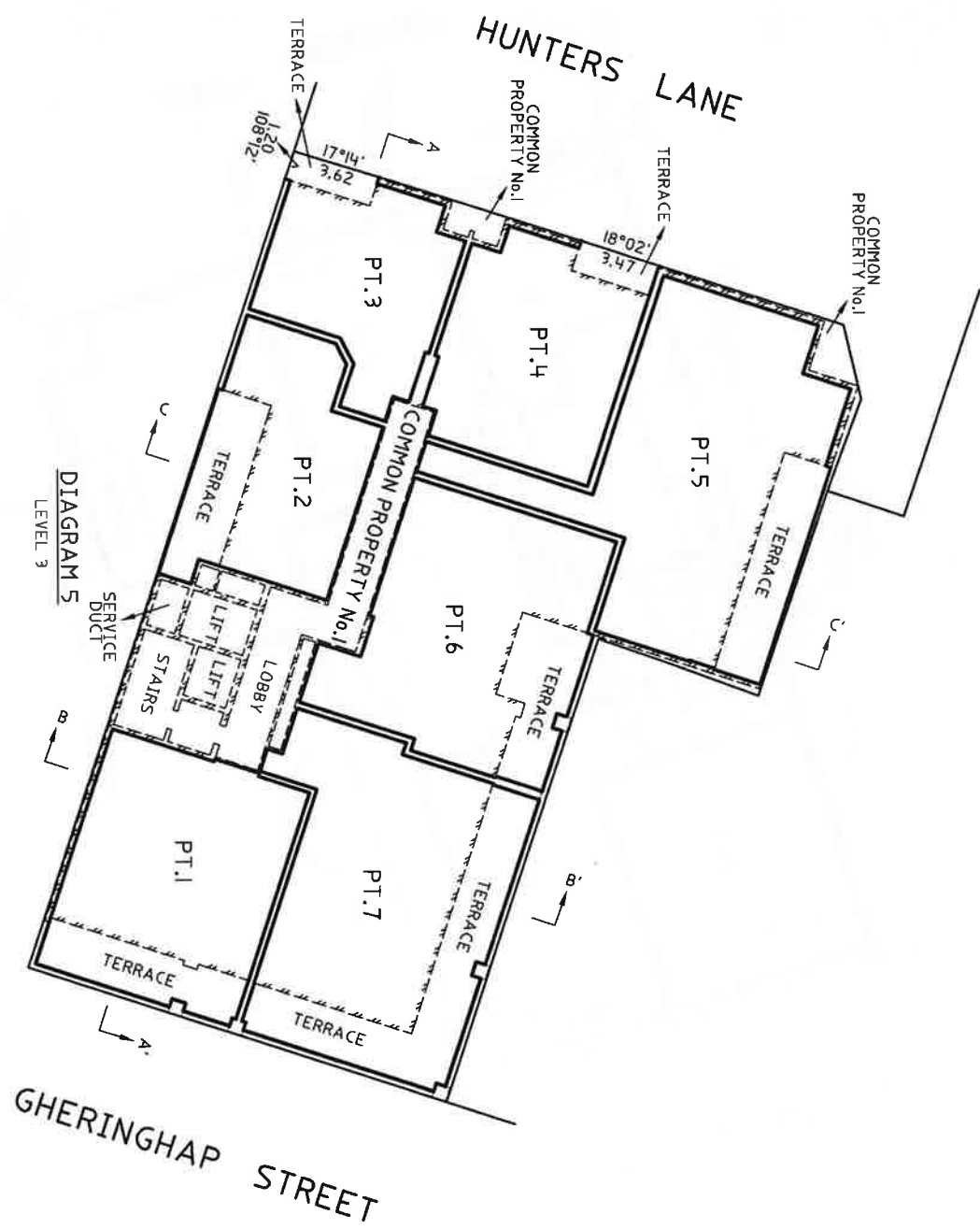


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SHEET 6  
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MGA94  
 ZONE 55



PLAN OF SUBDIVISION

STAGE No

PLAN NUMBER  
**PS 642096C**

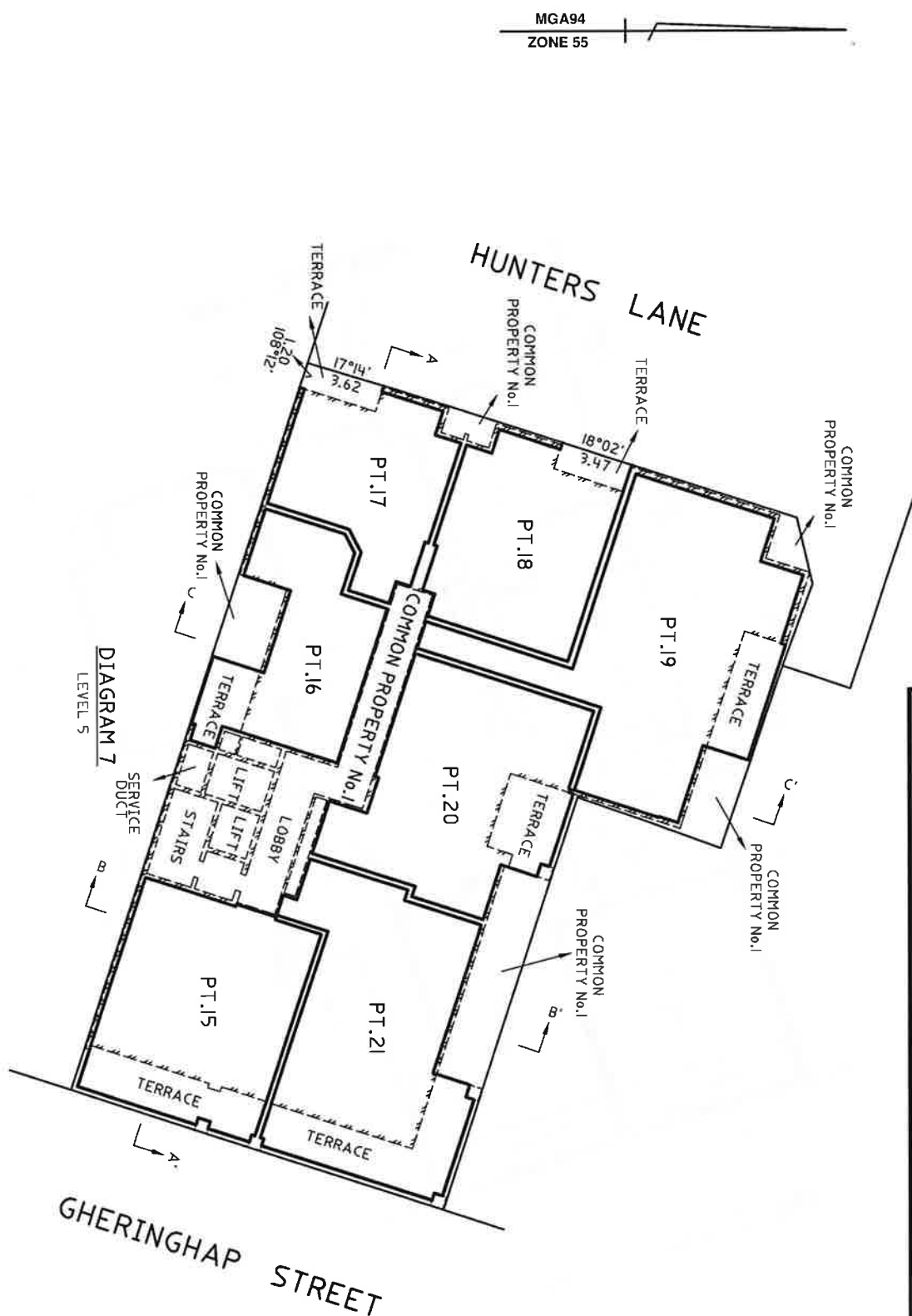
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PS 642096C

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STAGE No

PLAN NUMBER  
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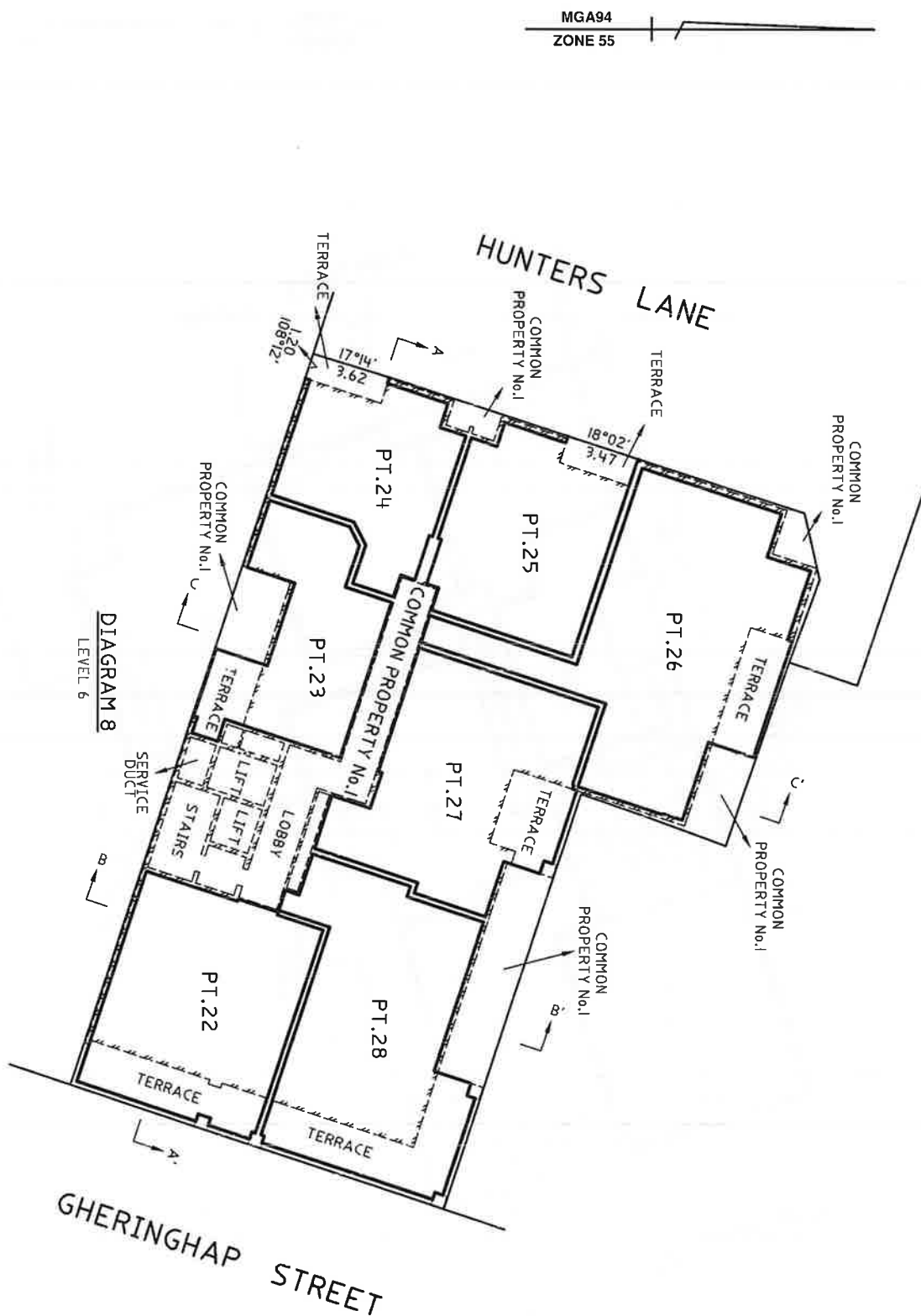
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 TELEPHONE (03) 5201 1811 FAX (03) 5229 2909

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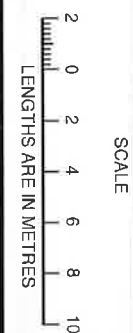
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PLAN NUMBER  
**PS 642096C**



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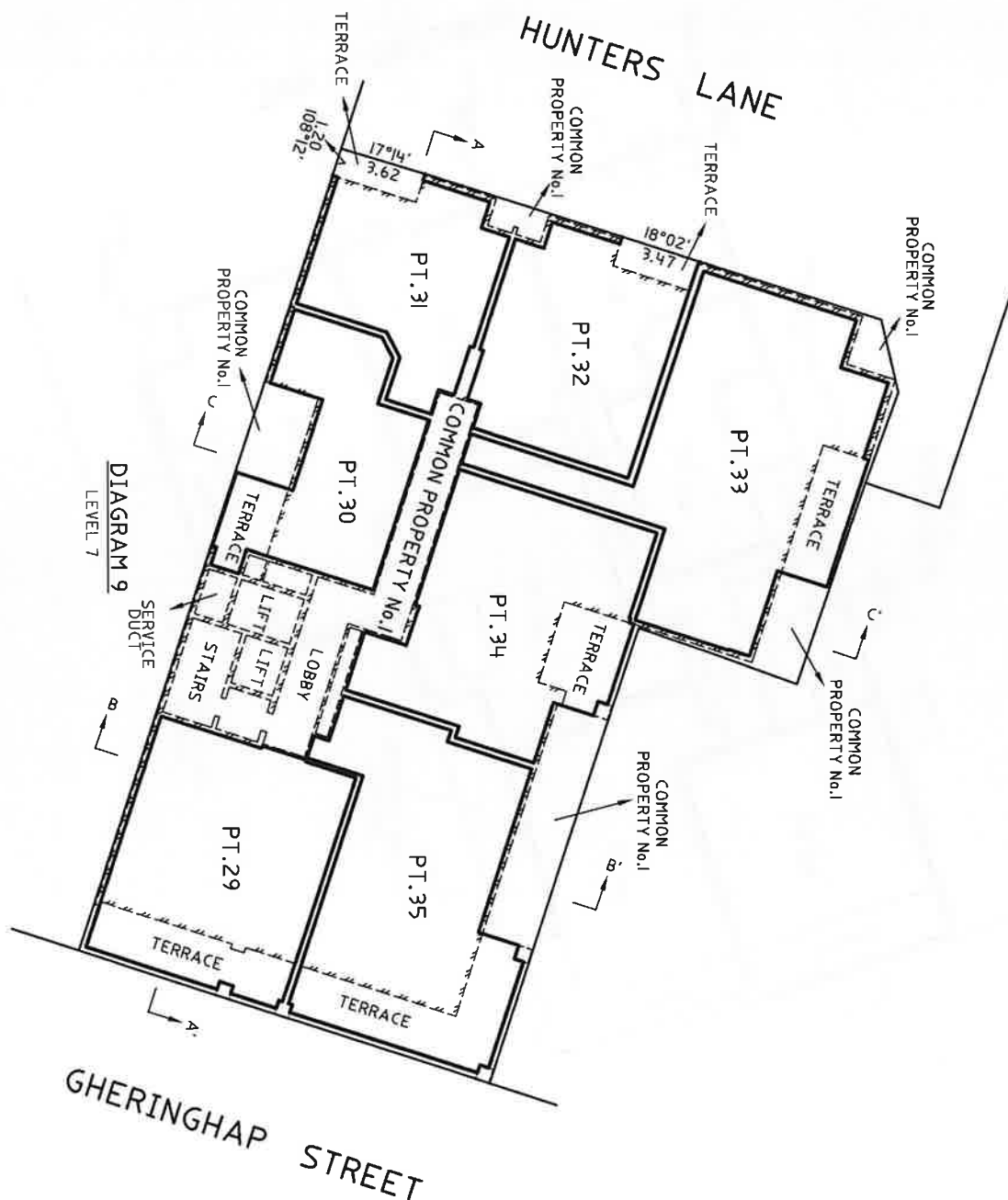


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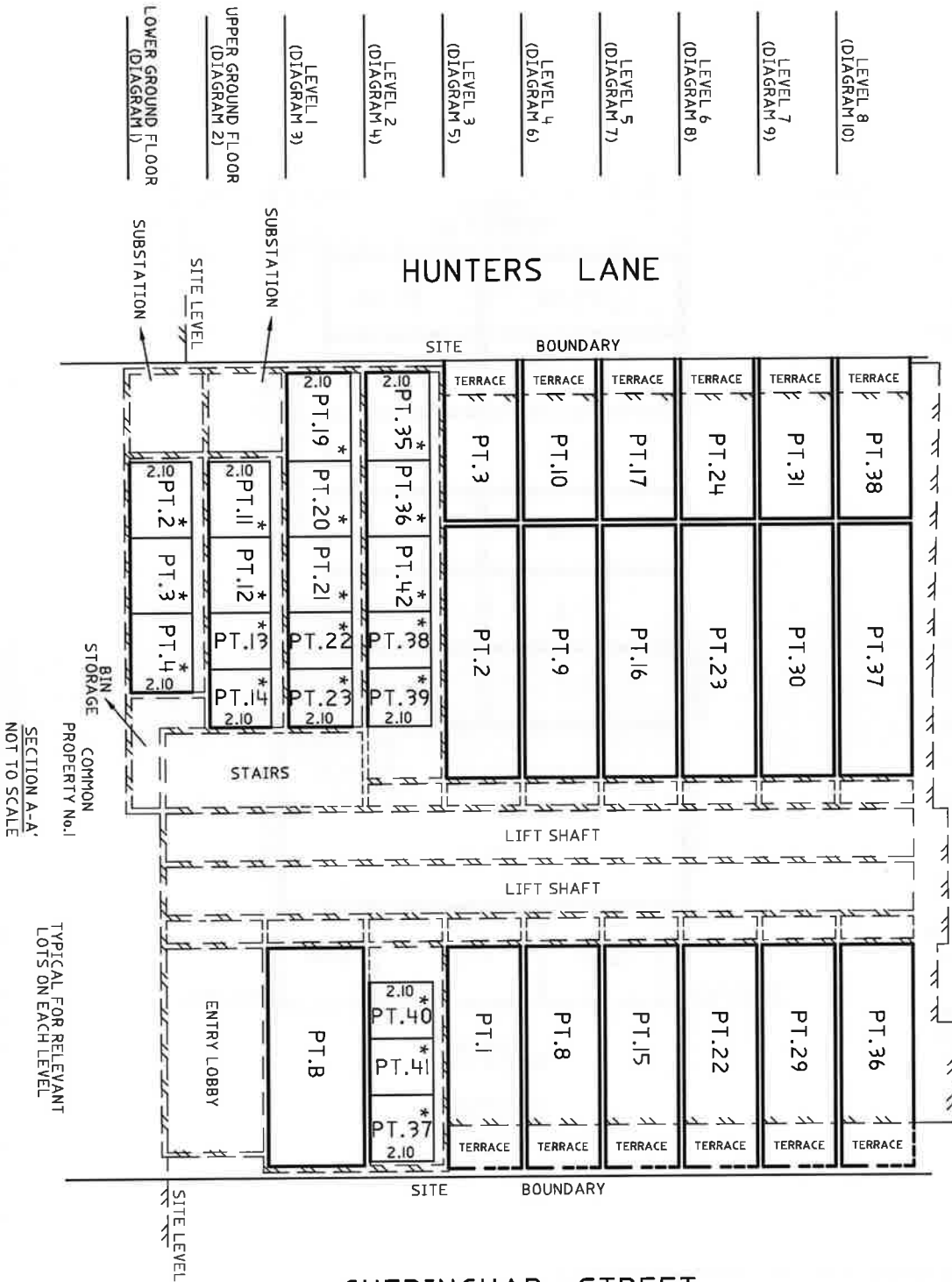
# PLAN OF SUBDIVISION

COMMON  
PROPERTY No.1

STAGE No

PLAN NUMBER

PS 642096C



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SCALE



LENGTHS ARE IN METRES

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VERSION 08

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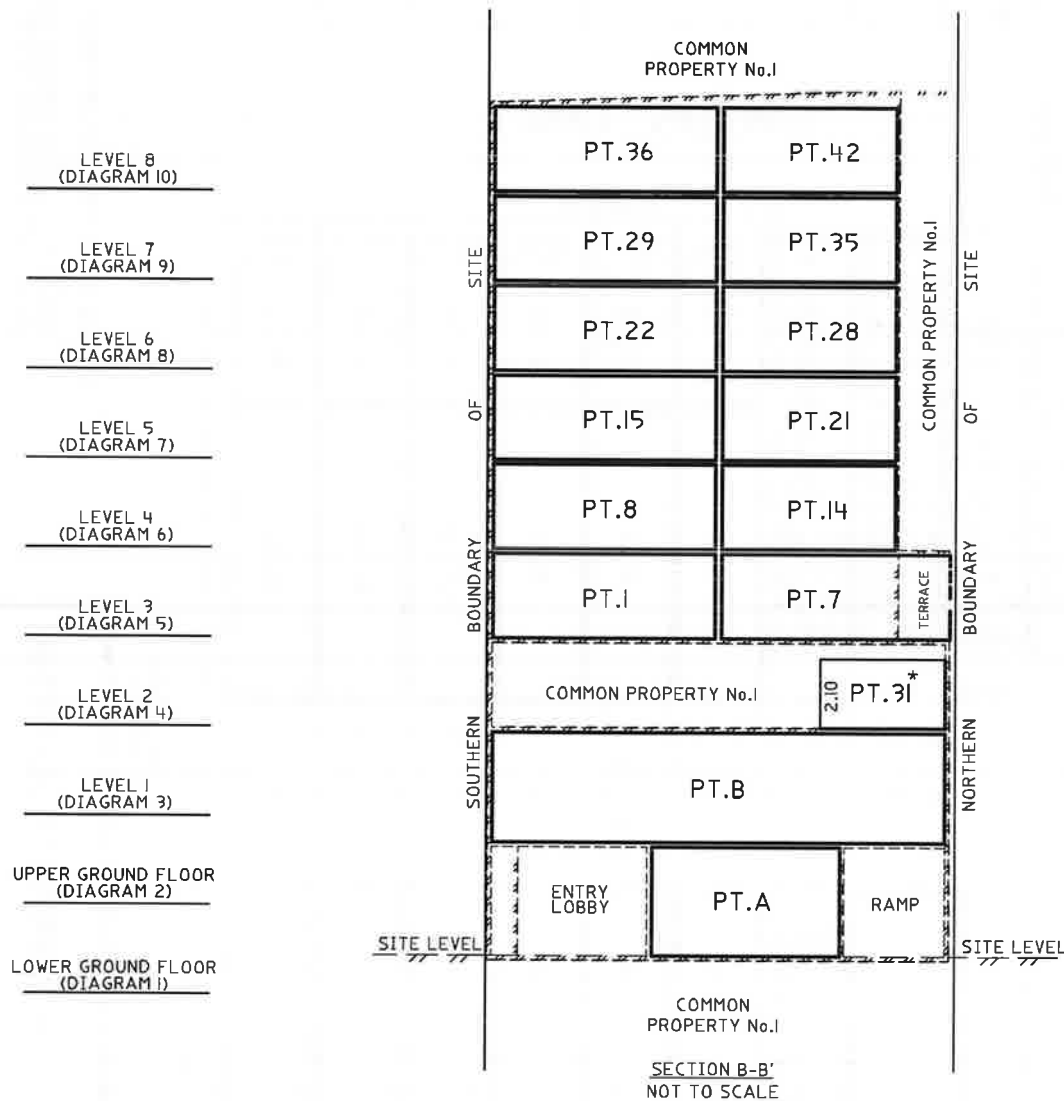
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# PLAN OF SUBDIVISION

STAGE No

PLAN NUMBER

PS642096C



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SCALE

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LENGTHS ARE IN METRES

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SCALE SHEET  
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LICENSED SURVEYOR(PRINT)

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VERSION 08

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DATE / /

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PLAN OF SUBDIVISION

STAGE No

PLAN NUMBER

PS 642096C

LEVEL 8  
(DIAGRAM 10)

LEVEL 7  
(DIAGRAM 9)

LEVEL 6  
(DIAGRAM 8)

LEVEL 5  
(DIAGRAM 7)

LEVEL 4  
(DIAGRAM 6)

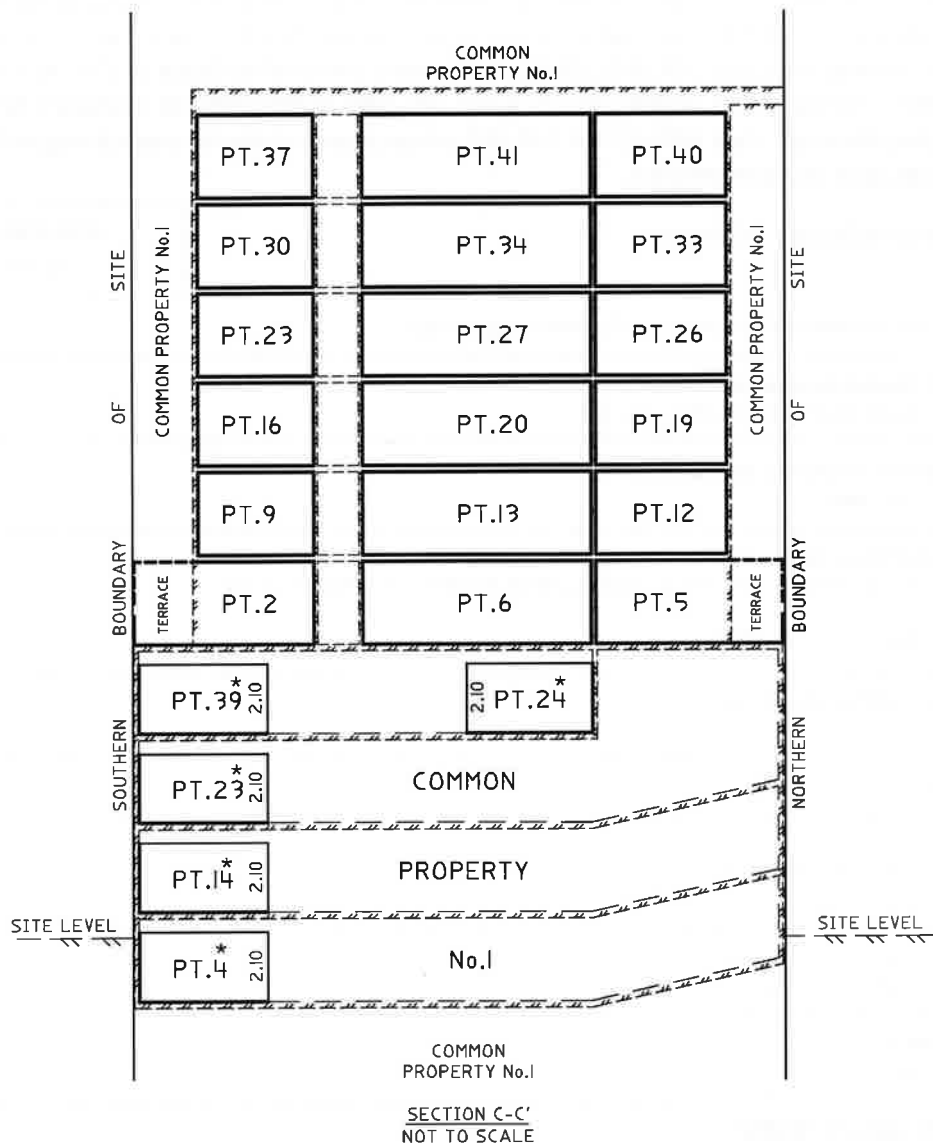
LEVEL 3  
(DIAGRAM 5)

LEVEL 2  
(DIAGRAM 4)

LEVEL 1  
(DIAGRAM 3)

UPPER GROUND FLOOR  
(DIAGRAM 2)

LOWER GROUND FLOOR  
(DIAGRAM 1)



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SCALE

ORIGINAL

LICENSED SURVEYOR(PRINT)

SHEET 14

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LENGTHS ARE IN METRES

SCALE SHEET  
SIZE  
A3

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VERSION 08

DATE / /

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# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1**  
**PLAN NO. PS642096C**

The land in PS642096C is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 42, A, B.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

STRATAPRIME PTY LTD 101 RATHDOWNE STREET CARLTON VIC 3053

AI 243165S 22/07/2014

### 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:

1. OC017482J 21/03/2013

### Additional Owners Corporation Information:

OC017481L 21/03/2013

### Notations:

NIL

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	11	11
Lot 2	9	9
Lot 3	8	8
Lot 4	9	9
Lot 5	15	15
Lot 6	12	12



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 05/03/2021 05:11:04 PM

OWNERS CORPORATION 1  
PLAN NO. PS642096C

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	14	14
Lot 8	11	11
Lot 9	8	8
Lot 10	8	8
Lot 11	9	9
Lot 12	15	15
Lot 13	12	12
Lot 14	12	12
Lot 15	11	11
Lot 16	8	8
Lot 17	8	8
Lot 18	9	9
Lot 19	15	15
Lot 20	12	12
Lot 21	12	12
Lot 22	11	11
Lot 23	8	8
Lot 24	8	8
Lot 25	9	9
Lot 26	15	15
Lot 27	12	12
Lot 28	12	12
Lot 29	11	11
Lot 30	8	8
Lot 31	8	8
Lot 32	9	9
Lot 33	15	15
Lot 34	12	12
Lot 35	12	12



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 05/03/2021 05:11:04 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS642096C**

### Entitlement and Liability:

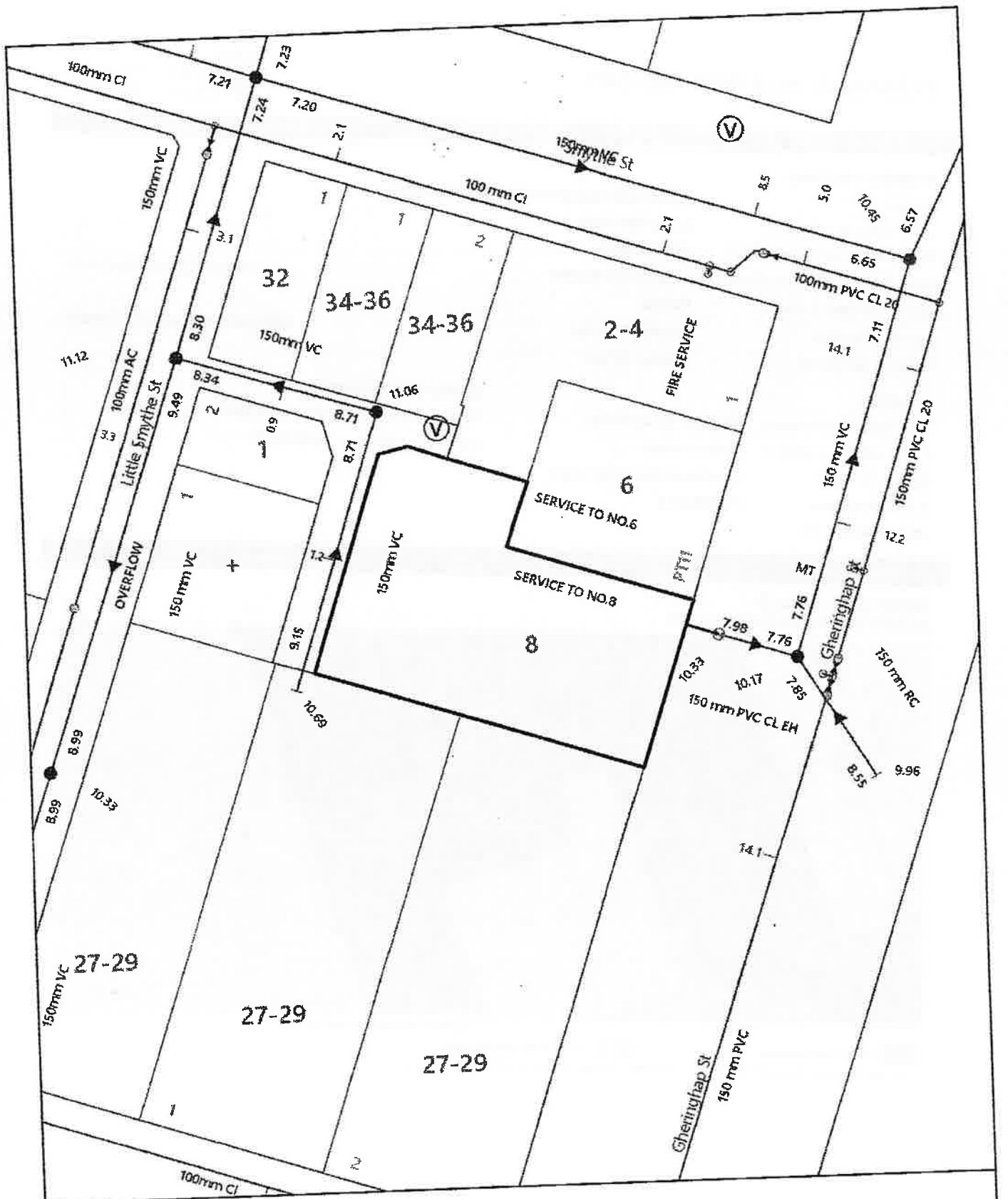
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 36	11	11
Lot 37	8	8
Lot 38	8	8
Lot 39	9	9
Lot 40	15	15
Lot 41	12	12
Lot 42	12	12
Lot A	11	11
Lot B	21	21
<b>Total</b>	<b>485.00</b>	<b>485.00</b>

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.





## Lot 39 803/8 GHERINGHAP ST GEELONG

Scale: 1:500

Created: 5/03/2021

### Legend

- Gravity Sewer
- Pressure Sewer
- Portable Water
- Recycled Water



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# PLANNING PROPERTY REPORT



Environment,  
Land, Water  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 18 February 2021 04:10 PM

## PROPERTY DETAILS

Address: **803/8 GHERINGHAP STREET GEELONG 3220**  
Lot and Plan Number: **Lot 39 PS642096**  
Standard Parcel Identifier (SPI): **39\PS642096**  
Local Government Area (Council): **GREATER GEELONG**  
Council Property Number: **352052**  
Planning Scheme: **Greater Geelong**  
Directory Reference: **Melway 401 G2**

[www.geelongaustralia.com.au](http://www.geelongaustralia.com.au)

[Planning Scheme - Greater Geelong](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
Urban Water Corporation: **Barwon Water**  
Melbourne Water: **Outside drainage boundary**  
Power Distributor: **POWERCOR**  
[View location in VicPlan](#)

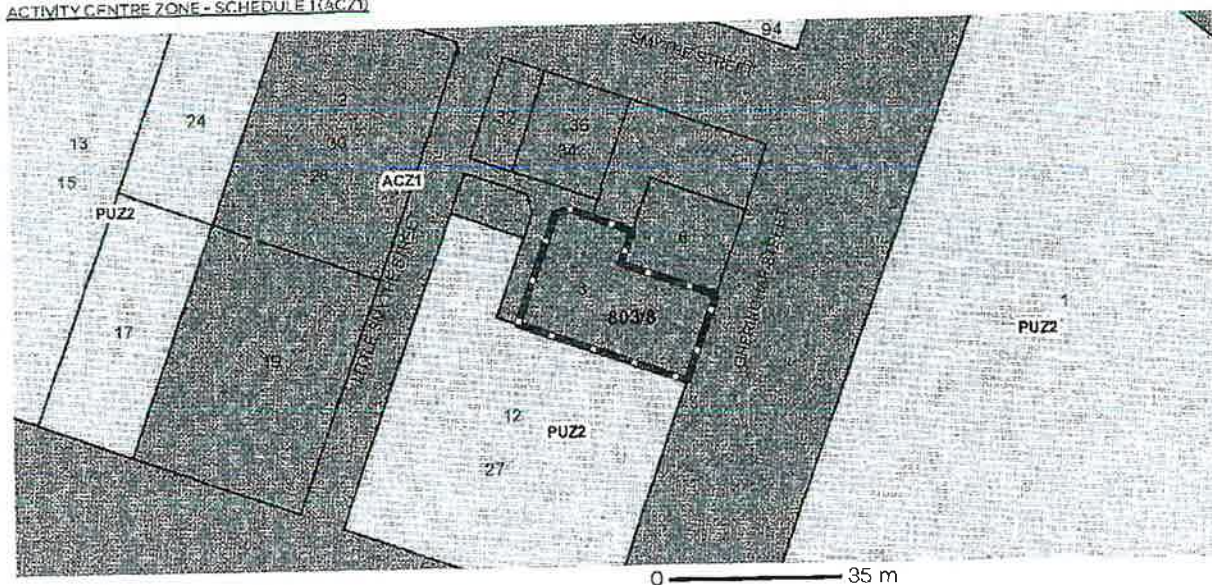
## STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**  
Legislative Assembly: **GEELONG**

## Planning Zones

### ACTIVITY CENTRE ZONE (ACZ)

### ACTIVITY CENTRE ZONE - SCHEDULE 1 (ACZ1)



 **ACZ1 - Activity Centre**

 **PUZ2 - Public Use-Education**

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 (a) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT: 803/8 GHERINGHAP STREET GEELONG 3220

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# PLANNING PROPERTY REPORT



Environment,  
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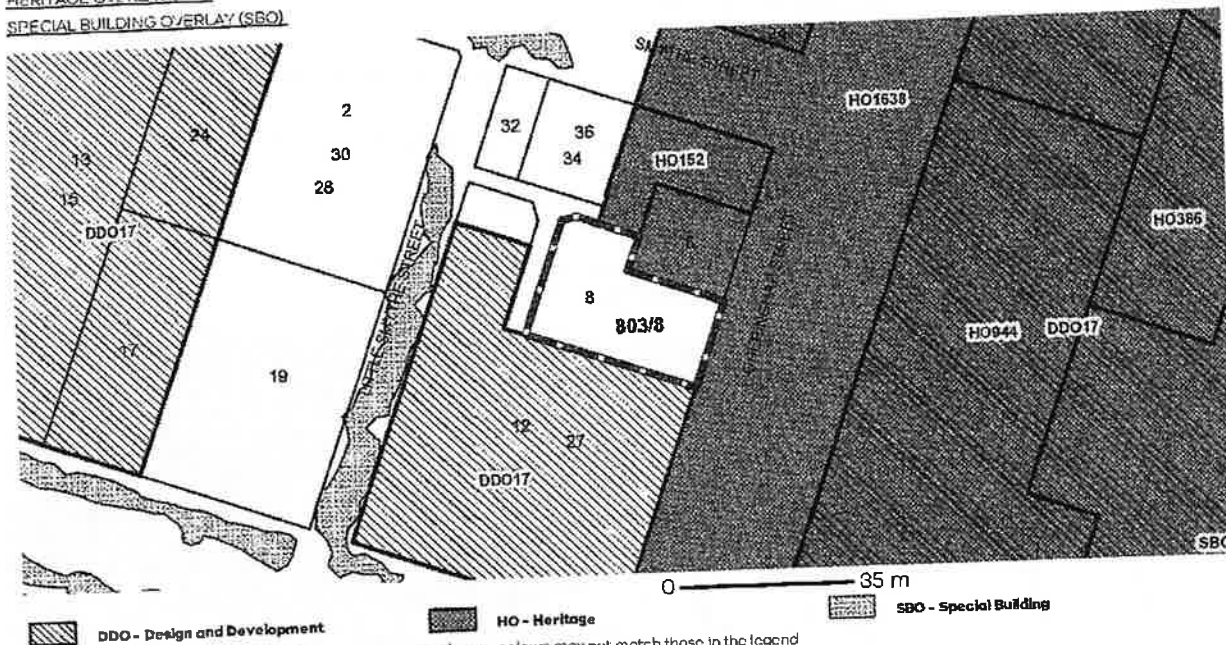
## Planning Overlay

None affecting this land - there are overlays in the vicinity

DESIGN AND DEVELOPMENT OVERLAY (DDO)

HERITAGE OVERLAY (HO)

SPECIAL BUILDING OVERLAY (SBO)



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

# PLANNING PROPERTY REPORT



Environment,  
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## Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is on 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

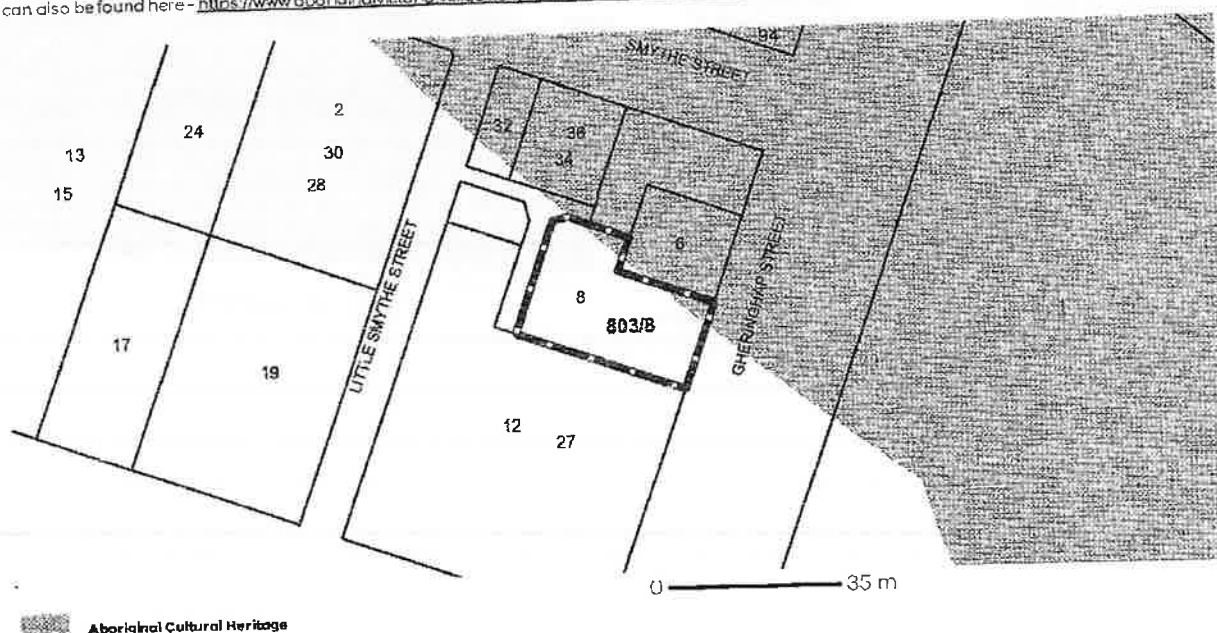
If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to

<http://www.gov.nms.net.au/govQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.aboriginal.vic.gov.au/aboriginal-heritage-legislation>



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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 1992 (Vic).

PLANNING PROPERTY REPORT: 803/B GHERINGHAP STREET GEELONG 3220

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# PLANNING PROPERTY REPORT



Environment,  
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## Further Planning Information

Planning scheme data last updated on 17 February 2021.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.maps.vic.gov.au/vicplan>

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



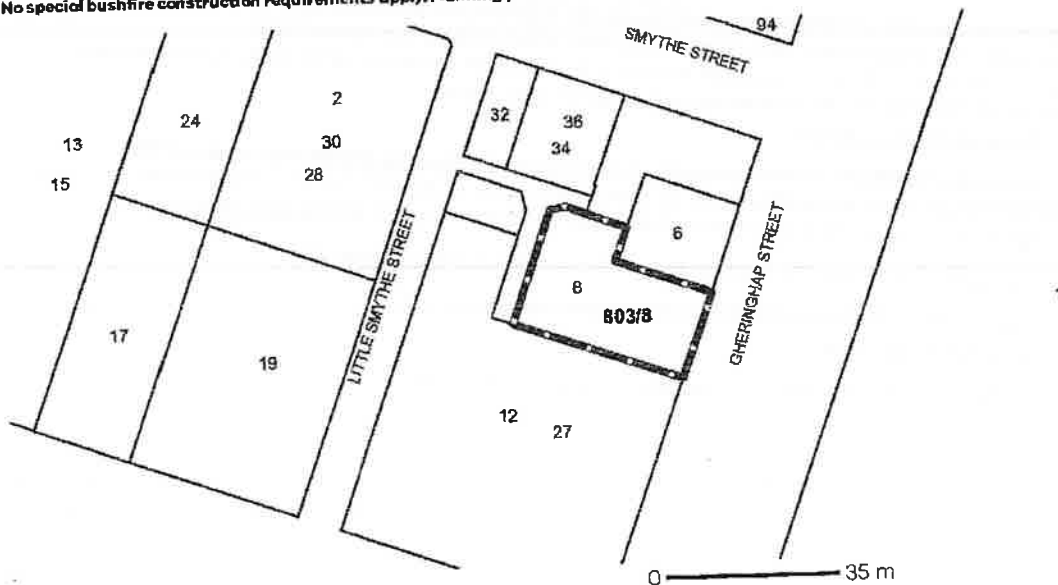
# PLANNING PROPERTY REPORT



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## Designated Bushfire Prone Areas

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



Designated Bushfire Prone Areas

Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at <https://mapshare.maps.vic.gov.au/Vicplan> or at the relevant local council.

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

Further information about the building control system and building in bushfire prone areas can be found 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>.

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PLANNING PROPERTY REPORT: 803/8 GHERINGHAP STREET GEELONG 3220



## OWNERS CORPORATION CERTIFICATE

Section 151 Owners Corporations Act 2006 and Regulation 11 Owners Corporations Regulations 2007

Owners Corporation Plan No. 642096  
8 Gheringhap Street, GEELONG

This certificate is issued for Lot 39 on Plan No. 642096 the postal address of which is 803 / 8 Gheringhap Street, GEELONG, 3220.

Applicant for the certificate is: Mr W & Mrs S Madden

Address for delivery of certificate: 14 Patrick Street, WHITTINGTON VIC 3219.

Date that the application was received: 19/02/2021

The information in this certificate is issued on 05/03/2021.

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

1. The current fees for the above lot are \$800.20 per quarter.
2. The fees are paid up until 31/03/2021.
3. The unpaid fees now total nil.
4. The following special fees or levies have been struck and are payable on the dates indicated below - nil.
5. The Owners Corporation has performed or is about to perform the following repairs, work or act which may incur an additional charge to that set out above -

### Cladding

The Owners Corporation received a Building Notice dated 07/02/2019, and a Building Order dated 01/03/2019, related to non-compliant cladding. The OC has completed works in order to have the Building Order removed but has not received confirmation from City of Greater Geelong that the Order has been cancelled.

The OC has since received a subsequent Building Order dated 22/08/2019 requiring it to remove all the external combustible cladding from the facade of the building.

Actions taken by the Owners Corporation in respect of this matter are summarised in the attached circular dated 20/01/2020, and the OC's chairman's report dated 2 October 2020.

The OC has sought and been granted extensions to the Building Order.

On 10/02/2021 the Building Appeals Board handed down a determination specifying the minimum amounts of cladding replacements to the facades and to the canopy of the building in order to meet the safety standards. Cost estimates at hand for the rectification works are in the order of \$250,000.00 to \$270,000.00. The final costs to the OC are not known yet, and will be subject to negotiations with the parties mentioned in the paragraph below.

The OC may seek to engage in legal proceedings against the builder or any other concurrent wrongdoer (such as the building surveyor, architect, project manager, etc) for costs associated with repairing/replacing the cladding as required. A Special Resolution will be required prior to proceeding with legal action.



Moving in and out of the building

Please refer to the attached circular to residents regarding procedures and protection measures. As mentioned in the circular, a fee will be charged for each move-in / move-out. The current fee is \$100 to move in and \$100 to move out, **to be charged to the owner of the relevant lot.**

Condensation in lots

In response to a survey, several lot owners reported the presence of condensation. While this survey was initiated by the Committee to assist lot owners, this is a private matter, to be pursued with the builder of the property by the concerned lot owners. It is not known whether this lot is affected by condensation.

In addition to the above proposal(s) and/or quotation(s) and/or contract(s), and/or any works currently being undertaken by the Owners Corporation, further costs may be incurred and/or levies may be raised if further expenses arise, the scope-of-works is changed and alternative quotations are obtained at a later date or as the Owners Corporation may decide.

6. The Owners Corporation presently has the following insurance cover

Company	CHU Underwriting Agencies
Policy No.	HU0040750
Kind of Policy	Residential Strata
Buildings	19,883,120
Public Liability	20,000,000
Buildings covered	All
Renewal date	01/05/2021

7. The Owners Corporation is required to arrange insurance cover under section 63 of the Act.
8. The total funds held by the Owners Corporation as at 31/12/2020 are in the order of \$106,000.00.
9. The Owners Corporation has not any liabilities not otherwise shown in other parts of this certificate.
10. The Owners Corporation has not granted any lease, licence, agreements or contracts with a term commitment affecting the common property.
11. The Owners Corporation has not made any agreements to provide services to lot owners, occupiers or the public.
12. The Owners Corporation has not been served with any notices or orders in the last 12 months that have not been satisfied, except:
- a Building Notice & Building Order from the City of Greater Geelong, please see item 5 above.
13. The Owners Corporation is not a party to any legal proceedings or aware of any circumstances which may give rise to proceedings except;
- there is a potential for legal action with regard to resolution of the flammable cladding problem, and
- to recover the debts of members in arrears should significant arrears arise.

14. The Owners Corporation has appointed, or has resolved to appoint a manager as follows -  
  
Binks & Associates  
PO Box 67  
SURREY HILLS VIC 3127
15. No proposal has been made for the appointment of an administrator.
16. The minutes of the most recent annual general meeting of the Owners Corporation are attached.
17. The rules of the Owners Corporation are the Additional Rules in addition to the Model Rules, both of which are attached.

Attachments: OC Certificate seal  
Building Notice BNO-2019-50  
Building Order BNO-2019-60/B  
Building Order BNO-2019-60/C  
Building Order & Non-compliant Cladding (C08004373)  
Report on Building Cladding  
452205 - BAB Sealed Determination  
MOVING IN AND OUT OF BUILDING (C06764424)  
Minutes: 16/10/2020 (M08584611)  
Additional Rules & Model Rules  
OC Regs 2018, Statement of Advice for Prospective Purchasers

The common seal of the Owners Corporation was affixed and witnessed by the authorised representative of the registered manager Binks & Associates Pty Ltd in accordance with Section 21(2A)(a) of the Owners Corporation Act 2006 (as amended).



A. M.  
Signature

ANGIE MERCECA  
Name

04/03/2021  
Date

# BUILDING NOTICE

SECTION 106 OF THE BUILDING ACT 1993  
BUILDING REGULATIONS 2018 (Form 11)



**ISSUED TO THE OWNER:** Owners Corporation PS 642096  
8 Gheringhap Street  
GEELONG VIC 3220

**FOR:** **Apartments containing a Prescribed Combustible Product being external combustible cladding – Aluminium Composite Panel**  
*Building* – known as Apartments and Mixed-use Class 2, 5, 6 and Class 7a ten storey including basement building.  
Volume / Folio: CT-11411/343  
Parcel: Cmp PS 642096  
Municipality: City of Greater Geelong

## Definitions:

For the purposes of this notice, definitions are defined in the National Construction Code Volume One A1.1 and are referenced in **APPENDIX A**.

**APPENDIX A** also contains explanation on terms referenced in this notice but not defined in the National Construction Code.

**AT:** 8 Gheringhap Street GEELONG VIC 3220

## WHEREAS:

1. I am the Municipal Building Surveyor of City of Greater Geelong and am authorised to cause a Building Notice to be served under Division 2 of Part 8 of the Building Act 1993 [Act].
2. I inspected the *building* on Thursday 7<sup>th</sup> December 2018 under a Notice of Intention to Inspect.

## REASON WHY THIS NOTICE WAS SERVED:

3. In accordance with section 106 of the Act, I am of the opinion that the following circumstance exists:
  - 3.1 the *building* is a danger to the life, safety or health of any member of the public or of any person using the *building* in that:-
    - 3.1.1 The *building* is *Type A construction* and as such, is required to have a *non-combustible external wall* as required in the National Construction Code Volume One *Specification C1.1* (3b).
    - 3.1.2 The external cladding on the *building* where a *Prescribed Combustible Product* being Aluminium Composite Panel has been installed is not considered *non-combustible* as defined in the National Construction Code Volume One A1.1.

- 3.1.3 The Aluminium Composite Panel is not an acceptable *non-combustible* material as defined in the National Construction Code Volume One C1.12.
- 3.1.4 The *building* does not have suitable elements to the degree necessary to avoid the spread of fire as required in the National Construction Code Volume One *Performance Requirement CP2*.
- 3.1.5 The Aluminium Composite Panel is not an acceptable attachment complying with the National Construction Code Volume One *Specification C1.1 (2.4)*.
- 3.1.6 The Aluminium Composite Panel cladding is installed in a vertical and horizontal unbroken configuration, making it susceptible to the risk of spread of fire in the event of a fire.
- 3.1.7 The *building* contains window and service openings within close proximity to the Aluminium Composite Panel cladding which increases the risk of spread of fire to or from the cladding to the internal parts of the *building*.
- 3.1.8 Provision for egress from the *building* is inadequate in that the main exit for the occupants of the upper levels is compromised by the *combustible* cladding located at the path of travel at the street level.
- 3.1.9 The *building* has been identified by the *Victorian Cladding Taskforce* as a building that may contain *combustible* cladding.
- 3.1.10 The *building* has been assessed by the *Advisory Reference Panel* set up by the *Victorian Cladding Taskforce* as having evidence of *combustible* cladding on the *building* and recommended that a building notice be issued to show cause why the *combustible* cladding should not be removed.
- 3.1.11 The laboratory results have been received and conclude the Aluminium Composite Panel is combustible as referenced in ExcelPlas Test Report Number 7973 dated 13<sup>th</sup> December 2018.

4. Building work has been carried out on the land and building in contravention of the Building Regulations 2018 (*Regulations*) in that:

- 4.1 Contrary to Regulation 10, National Construction Code, Volume One, the building work does not satisfy the performance requirements and deemed to satisfy provisions in that:
  - 4.1.1 The *building* does not have suitable elements to the degree necessary to avoid the spread of fire as required in the National Construction Code Volume One *Performance Requirement CP2*.
  - 4.1.2 The *building* is required to be Type A construction and as such, required to have a *non-combustible external wall* as required in the National Construction Code Volume One *Specification C1.1 (3b)* deemed to satisfy.
  - 4.1.3 The Aluminium Composite Panel is not an acceptable *non-combustible* material as defined in the National Construction Code Volume One C1.12 deemed to satisfy.
  - 4.1.4 The Aluminium Composite Panel is not an acceptable attachment complying with the National Construction Code Volume One *Specification C1.1 (2.4)*.
  - 4.1.5 The Aluminium Composite Panel has been laboratory tested and is confirmed as combustible material.

5. The above are the reasons why this Notice was issued.

**NOW TAKE NOTICE THAT:**

6. Under section 108 of the Act you are required to SHOW CAUSE in writing within **60 days** of the date of service of this Building Notice:
- 6.1 Why entry to, or the use or occupation of the *building* should not be prohibited.
  - 6.2 Why the owner should not evacuate the *building*.
  - 6.3 Why you should not be required to carry out the following building work.
    - 6.3.1 Remove all the external Aluminium Composite Panel from the external façade of the *building*.
    - 6.3.2 Obtain a building permit pursuant to section 119 of the *Act* carry remedial works for *non-combustible* cladding replacement satisfying the *Act* and *Regulations*.
7. Under section 108 of the Act you are required to SHOW CAUSE in writing within **7 days** of the date of service of this Building Notice:
- 7.1 Why you should not be required to carry out the following building work.
    - 7.1.1 Remove *combustible* items and ignition sources (including barbeques) from balconies, exit paths, under all staircases and from the vicinity of any *combustible* cladding.
    - 7.1.2 Arrange for an appropriately registered electrician and/or plumber to confirm to the satisfaction of the Municipal Building Surveyor that all hot water units, air conditioner units or any other electrical appliances that are located in the vicinity of the Aluminium Composite Panel are working adequately and are free from faults.

DATED THIS THURSDAY 7<sup>TH</sup> FEBRUARY 2019

**BUILDING NOTICE SERVED BY:**



**MICHAEL NIGIDO**  
MUNICIPAL BUILDING SURVEYOR  
BS-U 25918

BUILDING SERVICES  
100 BROUGHAM STREET, GEELONG  
Email: [buildinggeneral@geelongcity.vic.gov.au](mailto:buildinggeneral@geelongcity.vic.gov.au)  
Phone: 03 5272 4450

**Our Ref:**

**BNO-2019-50**

## NOTES:

### 1. REPRESENTATIONS BY OWNER AND CANCELLATION OF BUILDING NOTICE

Under section 109 of the Act an owner may make representations to the Municipal Building Surveyor about the matters contained in the Building Notice. Any representations are to be made in writing to the Municipal Building Surveyor before the end of the show cause period. The Municipal Building Surveyor may cancel a Building Notice under section 110 of the Act if he/she considers it appropriate to do so after considering any representations made under section 109.

### 2. BUILDING ORDER

The Municipal Building Surveyor may make a Building Order under section 111 after the end of the time allowed for making representations.

### 3. SUBSEQUENT OWNERS OR OCCUPIERS OF THE LAND

Pursuant to section 236 of the Act this Building Notice is binding on every subsequent owner or occupier of the land.

### 4. SERVICE ON OWNERS CORPORATION

This Notice is served on the owners corporation pursuant to section 236(4C) of the Act. Pursuant to section 236(4D), the Owners Corporation must not fail to provide a copy of the Notice to each lot owner affected by the Notice within a reasonable time of receiving the Notice [60 penalty units].

### 5. APPEALS TO THE BUILDING APPEALS BOARD

Under section 142(1) an owner of a building or land may appeal to the Building Appeals Board against a decision to serve a notice and a failure within a reasonable time, or refusal, to cancel a notice.

For further information on the appeal process please visit the Building Appeals Board website <http://www.buildingappeals.vic.gov.au/> or contact via email at [registry@buildingappeals.vic.gov.au](mailto:registry@buildingappeals.vic.gov.au) or telephone 1300 421 082.

Pursuant to section 146 of the Act and regulation 271 of the Building Regulations 2018, the prescribed **appeal period is 30 days** from the date of the Notice.

## APPENDIX A

### **National Construction Code Definitions**

**Combustible** means -

- (a) applied to a material – *combustible* as determined by AS 1530.1; and
- (b) applied to construction or part of a building – constructed wholly or in part of *combustible* materials.

**Non-combustible** means -

- (a) applied to a material – not deemed combustible as determined by AS 1530.1 – Combustibility Test for Materials; and
- (b) applied to construction or part of a building – constructed wholly of materials that are not deemed combustible.

**External wall** means -

An outer wall of a building which is not a common wall.

#### **C1.12 Non-combustible materials**

The following materials, though *combustible* or containing *combustible* fibres, may be used wherever a *non-combustible* material is required:

- (a) Plasterboard.
- (b) Perforated gypsum lath with a normal paper finish.
- (c) Fibrous-plaster sheet.
- (d) Fibre-reinforced cement sheeting.
- (e) Pre-finished metal sheeting having a combustible surface finish not exceeding 1 mm thickness and where the Spread-of-Flame Index of the product is not greater than 0.
- (f) Bonded laminated materials where—
  - (i) each laminate is non-combustible; and
  - (ii) each adhesive layer does not exceed 1 mm in thickness; and
  - (iii) the total thickness of the adhesive layers does not exceed 2 mm; and
  - (iv) the Spread-of-Flame Index and the Smoke-Developed Index of the laminated material as a whole does not exceed 0 and 3 respectively.

**Specification C1.1** in part means -

#### **2.4 Attachments not to impair fire-resistance**

- (a) A *combustible* material may be used as a finish or lining to a wall or roof, or in a sign, sunscreen or blind, awning, or other attachment to a building element which has the required FRL if -
  - (i) the material is exempted under C1.10 or complies with the fire hazard properties prescribed in Specification C1.10; and
  - (ii) it is not located near or directly above a required exit so as to make the exit unusable in a fire; and
  - (iii) it does not otherwise constitute an undue risk of fire spread via the facade of the building.
- (b) The attachment of a facing or finish, or the installation of ducting or any other service, to a part of a building required to have an FRL must not impair the required FRL of that part.



**Performance Requirement CP2 means –**

- (a) A building must have elements which will, to the degree necessary, avoid the spread of fire -
  - (i) to exits; and
  - (ii) to sole-occupancy units and public corridors; and
  - (iii) between buildings; and
  - (iv) in a building.
- (b) Avoidance of the spread of fire referred to in (a) must be appropriate to—
  - (i) the function or use of the building; and
  - (ii) the fire load; and
  - (iii) the potential fire intensity; and
  - (iv) the fire hazard; and
  - (v) the number of storeys in the building; and
  - (vi) its proximity to other property; and
  - (vii) any active fire safety systems installed in the building; and
  - (viii) the size of any fire compartment; and
  - (ix) fire brigade intervention; and
  - (x) other elements they support; and
  - (xi) the evacuation time.

**3. Type A Fire-Resisting Construction in part means –**

In a building required to be of Type A construction -

- (b) External walls, common walls and the flooring and floor framing of lift pits must be *non-combustible*.

**Explanatory**

**Victorian Cladding Taskforce**

The Victorian Government established the Victorian Cladding Taskforce (Taskforce) on 3 July 2017 to investigate the extent of non-compliant external wall cladding on buildings State wide, and make recommendations for improvements to protect the public and restore confidence that building and fire safety issues are being addressed appropriately.

**Advisory Reference Panel**

Panel of experts established by the Taskforce to review building permit documentation in order to identify non-compliant external wall cladding and determine the risk to the safety of the public before making recommendations to the municipal building surveyor of the applicable council.

**Prescribed Combustible Products means:**

A panel that comprises a polyethylene core or lamina bonded to one or more sheets of metal panels including an aluminium composite panel (also sometimes referred to as aluminium composite material);  
or

An expanded polystyrene product used in an external insulation and finish (rendered) system.

**Polyethylene core** means a core or lamina that is comprised of 30% or more polyethylene by mass.

# BUILDING ORDER

SECTION 111 OF THE BUILDING ACT 1993  
BUILDING REGULATION 2018



PO BOX 104  
GEELONG VIC 3220  
DX 22063 GEELONG

TELEPHONE 03 5272 5272  
FACSIMILE 03 5272 4486  
www.geelongaustralia.com.au

## FORM 12

**ISSUED TO THE OWNER:** Owners Corporation PS 642096  
8 Gheringhap Street  
GEELONG VIC 3220

**FOR:** **Apartments containing a Prescribed Combustible Product being external combustible cladding – Aluminium Composite Panel**  
*Building* – known as Apartments and Mixed-use Class 2, 5, 6 and Class 7a ten storey including basement building.

Volume / Folio: CT-11411/343  
Parcel: Cmp PS 642096  
Municipality: City of Greater Geelong

### Definitions:

For the purposes of this notice, definitions are defined in the National Construction Code Volume One A1.1 and are referenced in **APPENDIX A**.

**APPENDIX A** also contains explanation on terms referenced in this notice but not defined in the National Construction Code.

**AT:** 8 Gheringhap Street GEELONG VIC 3220

### WHEREAS:

1. I am the Municipal Building Surveyor of City of Greater Geelong and am authorised to make a Building Order under section 111 of the **Building Act 1993 ("Act")**.
2. I inspected the *building* on the 7<sup>th</sup> December 2018 and 1<sup>st</sup> March 2019.
3. A Building Notice dated 12<sup>th</sup> February 2019 was served on the owner/s and any representations made by the owner/s have been considered.
4. I am of the opinion that insufficient cause has been shown by the owner/s and that for the reasons set out in the Building Notice the making of this Building Order is warranted.

### ORDER:

5. The Owner is required within **30 days** to carry out the following work in relation to the Building and land:
  - 5.1 Remove *combustible* items and ignition sources (including barbeques) from balconies, exit paths, under all staircases and from the vicinity of any *combustible* cladding.

- 5.2 Arrange for an appropriately registered electrician and/or plumber to confirm to the satisfaction of the Municipal Building Surveyor that all hot water units, air conditioner units or any other electrical appliances that are located in the vicinity of the Aluminium Composite Panel are working adequately and are free from faults.

*Note: Pursuant to Section 120(1) you are required to notify the Municipal Building Surveyor in writing without delay once completion of works have been carried out (penalty: 50 penalty units).*

#### **REASONS WHY THIS ORDER WAS MADE:**

6. In accordance with section 111 of the **Act**, I am of the opinion that the *building* is a danger to life, safety or health of any member of the public or of any person using the *building* in that the following circumstances exist:
- 6.1 The *building* is *Type A construction* and as such, is required to have a *non-combustible external wall* as required in the National Construction Code Volume One *Specification C1.1 (3b)*.
  - 6.2 The external cladding on the *building* where a *Prescribed Combustible Product* being Aluminium Composite Panel has been installed is not considered *non-combustible* as defined in the National Construction Code Volume One A1.1.
  - 6.3 The Aluminium Composite Panel is not an acceptable *non-combustible* material as defined in the National Construction Code Volume One C1.12.
  - 6.4 The *building* does not have suitable elements to the degree necessary to avoid the spread of fire as required in the National Construction Code Volume One *Performance Requirement CP2*.
  - 6.5 The Aluminium Composite Panel is not an acceptable attachment complying with the National Construction Code Volume One *Specification C1.1 (2.4)*.
  - 6.6 The Aluminium Composite Panel cladding is installed in a vertical and horizontal unbroken configuration, making it susceptible to the risk of spread of fire in the event of a fire.
  - 6.7 The building contains window and service openings within close proximity to the Aluminium Composite Panel cladding which increases the risk of spread of fire to or from the cladding to the internal parts of the building.
  - 6.8 Provision for egress from the *building* is inadequate in that the main exit for the occupants of the upper levels is compromised by the *combustible* cladding located at the path of travel at the street level.
  - 6.9 The *building* has been identified by the *Victorian Cladding Taskforce* as a building that may contain *combustible* cladding.
  - 6.10 The *building* has been assessed by the *Advisory Reference Panel* set up by the *Victorian Cladding Taskforce* as having evidence of *combustible* cladding on the *building* and recommended that a building notice be issued to show cause why the *combustible* cladding should not be removed.
  - 6.11 The laboratory results have been received and conclude the Aluminium Composite Panel is combustible as referenced in ExcelPlas Test Report Number 7982 dated 18<sup>th</sup> January 2019.

7. Building work has been carried out on the land and building in contravention of the Building Regulations 2018 (*Regulations*) in that:

7.1 Contrary to Regulation 10, National Construction Code, Volume One, the building work does not satisfy the performance requirements and deemed to satisfy provisions in that:

- 7.1.1 The *building* does not have suitable elements to the degree necessary to avoid the spread of fire as required in the National Construction Code Volume One *Performance Requirement CP2*.
- 7.1.2 The *building* is required to be Type A construction and as such, required to have a *non-combustible external wall* as required in the National Construction Code Volume One *Specification C1.1 (3b)* deemed to satisfy.
- 7.1.3 The Aluminium Composite Panel is not an acceptable *non-combustible* material as defined in the National Construction Code Volume One C1.12 deemed to satisfy.
- 7.1.4 The Aluminium Composite Panel is not an acceptable attachment complying with the National Construction Code Volume One *Specification C1.1 (2.4)*.
- 7.1.5 The Aluminium Composite Panel has been laboratory tested and is confirmed as combustible material.

DATED: 1<sup>st</sup> March 2019



**MICHAEL NIGIDO**  
MUNICIPAL BUILDING SURVEYOR  
BS-U 25918

**BUILDING SERVICES**  
**100 BROUGHAM STREET, GEELONG**

**Our Ref:**

BNO-2019-60/B

## NOTES

### 1. DURATION OF BUILDING ORDER

A Building Order remains in force, and if amended, remains in force as amended, until it is complied with or it is cancelled by the Municipal Building Surveyor or the Building Appeals Board pursuant to section 117 of the Act.

### 2. AMENDMENT OR CANCELLATION OF A BUILDING ORDER

If there is a change in circumstances after the service of a Building Order, the owner may request the Municipal Building Surveyor to amend or cancel the order pursuant to section 116 of the Act.

### 3. PENALTY FOR FAILURE TO COMPLY

A person to whom a Building Order is directed must comply with that Building Order (penalty: 500 penalty units in the case of a natural person and 2500 penalty units in the case of a body corporate) pursuant to section 118 (1).

A person must not occupy a building, land or place in contravention of a Building Order (penalty: 500 penalty units in the case of a natural person and 2500 penalty units in the case of a body corporate) pursuant to section 118 (2).

### 4. SUBSEQUENT OWNERS OR OCCUPIERS OF THE LAND

Pursuant to section 236 of the Act this Building Order is binding on every subsequent owner or occupier of the land.

### 5. SERVICE ON OWNERS CORPORATION

This Order is served on the owners corporation pursuant to section 236(4C) of the Act. Pursuant to section 236(4D), the Owners Corporation must not fail to provide a copy of the Order to each lot owner affected by the Order within a reasonable time of receiving the Order (penalty: 60 penalty units).

### 6. COMPLETION OF WORK REQUIRED BY THIS BUILDING ORDER

On completion of work required by this Building Order the owner must notify the Municipal Building Surveyor in writing without delay (penalty: 50 penalty units)

### 7. WORK MAY BE CARRIED OUT BY THE MUNICIPAL BUILDING SURVEYOR

If an owner fails to carry out building work or work as required by this Building Order made by the Municipal Building Surveyor, the Municipal Building Surveyor may cause that work to be carried out pursuant to section 121 of the Act.

### 8. RECOVERY OF COSTS

If the Municipal Building Surveyor decides to carry out work or takes any action (pursuant to section 121 of the Act), Council may recover the costs of carrying out the work or taking action from the owner in a court of competent jurisdiction as a debt due to Council.

### 9. APPEALS TO THE BUILDING APPEALS BOARD

Under section 142(1) an owner of a building or land may appeal to the Building Appeals Board against a decision to serve an order and a failure within a reasonable time, or refusal, to cancel an order.

For further information on the appeal process please visit the Building Appeals Board website <http://www.buildingappeals.vic.gov.au/> or contact via email at [registry@buildingappeals.vic.gov.au](mailto:registry@buildingappeals.vic.gov.au) or telephone 1300 421 082.

Pursuant to section 146 of the Act and regulation 271 of the Building Regulations 2018, the prescribed **appeal period is 30 days** from the date of the Order.

## APPENDIX A

### National Construction Code Definitions

**Combustible** means -

- (a) applied to a material – *combustible* as determined by AS 1530.1; and
- (b) applied to construction or part of a building – constructed wholly or in part of *combustible* materials.

**Non-combustible** means -

- (a) applied to a material – not deemed combustible as determined by AS 1530.1 – Combustibility Test for Materials; and
- (b) applied to construction or part of a building – constructed wholly of materials that are not deemed combustible.

**External wall** means -

An outer wall of a building which is not a common wall.

### **C1.12 Non-combustible materials**

The following materials, though *combustible* or containing *combustible* fibres, may be used wherever a *non-combustible* material is required:

- (a) Plasterboard.
- (b) Perforated gypsum lath with a normal paper finish.
- (c) Fibrous-plaster sheet.
- (d) Fibre-reinforced cement sheeting.
- (e) Pre-finished metal sheeting having a combustible surface finish not exceeding 1 mm thickness and where the Spread-of-Flame Index of the product is not greater than 0.
- (f) Bonded laminated materials where—
  - (i) each laminate is non-combustible; and
  - (ii) each adhesive layer does not exceed 1 mm in thickness; and
  - (iii) the total thickness of the adhesive layers does not exceed 2 mm; and
  - (iv) the Spread-of-Flame Index and the Smoke-Developed Index of the laminated material as a whole does not exceed 0 and 3 respectively.

**Specification C1.1** in part means -

#### 2.4 Attachments not to impair fire-resistance

- (a) A *combustible* material may be used as a finish or lining to a wall or roof, or in a sign, sunscreen or blind, awning, or other attachment to a building element which has the required FRL if -
  - (i) the material is exempted under C1.10 or complies with the fire hazard properties prescribed in Specification C1.10; and
  - (ii) it is not located near or directly above a required exit so as to make the exit unusable in a fire; and
  - (iii) it does not otherwise constitute an undue risk of fire spread via the facade of the building.
- (b) The attachment of a facing or finish, or the installation of ducting or any other service, to a part of a building required to have an FRL must not impair the required FRL of that part.

**Performance Requirement CP2** means –

- (a) A building must have elements which will, to the degree necessary, avoid the spread of fire -
  - (i) to exits; and
  - (ii) to sole-occupancy units and public corridors; and
  - (iii) between buildings; and
  - (iv) in a building.
- (b) Avoidance of the spread of fire referred to in (a) must be appropriate to—
  - (i) the function or use of the building; and
  - (ii) the fire load; and
  - (iii) the potential fire intensity; and
  - (iv) the fire hazard; and
  - (v) the number of storeys in the building; and
  - (vi) its proximity to other property; and
  - (vii) any active fire safety systems installed in the building; and
  - (viii) the size of any fire compartment; and
  - (ix) fire brigade intervention; and
  - (x) other elements they support; and
  - (xi) the evacuation time.

**3. Type A Fire-Resisting Construction** in part means –

In a building required to be of Type A construction -

- (b) External walls, common walls and the flooring and floor framing of lift pits must be *non-combustible*.

**Explanatory**

**Victorian Cladding Taskforce**

The Victorian Government established the Victorian Cladding Taskforce (Taskforce) on 3 July 2017 to investigate the extent of non-compliant external wall cladding on buildings State wide, and make recommendations for improvements to protect the public and restore confidence that building and fire safety issues are being addressed appropriately.

**Advisory Reference Panel**

Panel of experts established by the Taskforce to review building permit documentation in order to identify non-compliant external wall cladding and determine the risk to the safety of the public before making recommendations to the municipal building surveyor of the applicable council.

**Prescribed Combustible Products** means:

A panel that comprises a polyethylene core or lamina bonded to one or more sheets of metal panels including an aluminium composite panel (also sometimes referred to as aluminium composite material); or

An expanded polystyrene product used in an external insulation and finish (rendered) system.

**Polyethylene core** means a core or lamina that is comprised of 30% or more polyethylene by mass.

# BUILDING ORDER

SECTION 111 OF THE BUILDING ACT 1993  
BUILDING REGULATION 2018



PO BOX 104  
GEELONG VIC 3220  
DX 22063 GEELONG

TELEPHONE 03 5272 5272  
FACSIMILE 03 5272 4486  
www.geelongaustralia.com.au

FORM 12

ISSUED TO THE OWNER: Owners Corporation PS 642096  
8 Gheringhap Street  
GEELONG VIC 3220

FOR: **Apartments containing a Combustible Product being external combustible cladding – Aluminium Composite Panel**

*Building* – known as Apartments and Mixed-use Class 2, 5, 6 and Class 7a ten storey including basement building.

Volume / Folio: CT-11411/343

Parcel: Cmp PS 642096

Municipality: City of Greater Geelong

## Definitions:

For the purposes of this notice, definitions are defined in the National Construction Code Volume One A1.1 and are referenced in **APPENDIX A**.

**APPENDIX A** also contains explanation on terms referenced in this notice but not defined in the National Construction Code.

AT: 8 Gheringhap Street GEELONG VIC 3220

## WHEREAS:

1. I am the Municipal Building Surveyor of City of Greater Geelong and am authorised to make a Building Order under section 111 of the **Building Act 1993 ("Act")**.
2. I inspected the *building* on the 7<sup>th</sup> December 2018, 1<sup>st</sup> March 2019 under a Notice of Intention to Inspect following receipt of Advisory Reference Panel Report, 17<sup>th</sup> June 2019 and 22<sup>nd</sup> August 2019.
3. A Building Notice dated 12<sup>th</sup> February 2019 was served on the owner and any representations made by the owner have been considered.
4. I am of the opinion that insufficient cause has been shown by the owner and that for the reasons set out in the Building Notice the making of this Building Order is warranted.

## ORDER:

5. The owner must within **365 days** from the date of service of this Order carry out the following building work<sup>1</sup> in relation to the *building* and land:
  - 5.1 Remove all the external Aluminium Composite Panel from the external façade of the *building*.



*Note: Pursuant to Section 120(1) of the Act you are required to notify the Municipal Building Surveyor in writing without delay once completion of works have been carried out (penalty: 50 penalty units).*

6. The owner must within **180 days** from the date of service of this Order carry out the following work in relation to the *building* and land:

6.1 Obtain a building permit<sup>1</sup> pursuant to section 119 of the *Act* to carry remedial works for the installation of *non-combustible* cladding replacement satisfying the *Act* and **Building Regulations 2018** (*Regulations*).

*Note: Pursuant to Section 120(1) of the Act you are required to notify the Municipal Building Surveyor in writing without delay once completion of works have been carried out (penalty: 50 penalty units).*

7. The owner must within **365 days** from the date of service of this Order to carry out the following work in relation to the *building* and land:

7.1 Obtain a Certificate of Final Inspection<sup>2</sup> pursuant to section 38 of the *Act* for the installation of *non-combustible* cladding replacement.

*Note: Pursuant to Section 120(1) of the Act you are required to notify the Municipal Building Surveyor in writing without delay once completion of works have been carried out (penalty: 50 penalty units).*

8. From the date of issue of this Order, the owner must:

8.1 cause a quarterly inspection of the essential safety measures<sup>3</sup> servicing the *building* to be undertaken by a suitably qualified person from the date of issue of this Order;

8.2 obtain a report from a person who undertook the inspection required in item 8.1; and

8.3 within 7 days of the date of the quarterly inspection in item 8.1, provide a copy of the quarterly report in item 8.2 to the Municipal Building Surveyor.

*Note: The original Essential Safety Measure Determination issued is attached as **Appendix B***

*Note: Pursuant to Section 120(1) you are required to notify the Municipal Building Surveyor in writing without delay once completion of works have been carried out (penalty: 50 penalty units).*

#### **AND TAKE FURTHER NOTICE THAT:**

9. If the owner fails to comply with the specified times and program of building works and other works prescribed in this Order under items 5 to 7 inclusive, the owner/occupier/a person must:

9.1 evacuate the *building*; and

9.2 prohibit entry to the *building*; and

9.3 prohibit occupation of the *building*; and

9.4 prohibit use of the *building*; and

9.5 vacate the *building*.

**Note:** Pursuant to Section 120(1) of the Act you are required to notify the Municipal Building Surveyor in writing without delay once completion of works have been carried out (penalty: 50 penalty units).

## REASONS WHY THIS ORDER WAS MADE:

10. In accordance with section 111 of the Act, I am of the opinion that the *building* is a danger to life, safety or health of any member of the public or of any person using the *building* in that the following circumstances exist:
  - 10.1 The *building* is *Type A construction* and as such, is required to have a *non-combustible external wall* as required in the National Construction Code Volume One *Specification C1.1 (3b)*.
  - 10.2 The external cladding on the *building* where Aluminium Composite Panel has been installed is not considered *non-combustible* as defined in the National Construction Code Volume One A1.1.
  - 10.3 The Aluminium Composite Panel is not an acceptable *non-combustible* material as defined in the National Construction Code Volume One C1.12.
  - 10.4 The *building* does not have suitable elements to the degree necessary to avoid the spread of fire as required in the National Construction Code Volume One *Performance Requirement CP2*.
  - 10.5 The Aluminium Composite Panel is not an acceptable attachment complying with the National Construction Code Volume One *Specification C1.1 (2.4)*.
  - 10.6 The Aluminium Composite Panel cladding is installed in a vertical and horizontal unbroken configuration, making it susceptible to the risk of spread of fire in the event of a fire.
  - 10.7 The *building* contains window and service openings within close proximity to the Aluminium Composite Panel cladding which increases the risk of spread of fire to or from the cladding to the internal parts of the *building*.
  - 10.8 The *building* has been identified by the *Victorian Cladding Taskforce* as a building that may contain *combustible* cladding.
  - 10.9 The *building* has been assessed by the *Advisory Reference Panel* set up by the *Victorian Cladding Taskforce* as having evidence of *combustible* cladding on the *building* and recommended that a building notice be issued to show cause why the *combustible* cladding should not be removed.
  - 10.10 The laboratory results have been received and conclude the Aluminium Composite Panel is combustible as referenced in ExcelPlas Test Report Number 7982 dated 18<sup>th</sup> January 2019.
11. Building work has been carried out on the *building* and land in contravention of the *Regulations* in that:
  - 11.1 Contrary to Regulation 10, National Construction Code Volume One, the building work does not satisfy the performance requirements and deemed to satisfy provisions in that:
    - 11.1.1 The *building* does not have suitable elements to the degree necessary to avoid the spread of fire as required in the National Construction Code Volume One *Performance Requirement CP2*.

- 11.1.2 The *building* is required to be Type A construction and as such, required to have a *non-combustible external wall* as required in the National Construction Code Volume One *Specification C1.1* (3b) deemed to satisfy.
- 11.1.3 The Aluminium Composite Panel is not an acceptable *non-combustible* material as defined in the National Construction Code Volume One C1.12 deemed to satisfy.
- 11.1.4 The Aluminium Composite Panel is not an acceptable attachment complying with the National Construction Code Volume One *Specification C1.1* (2.4).
- 11.1.5 The Aluminium Composite Panel has been laboratory tested and is confirmed as combustible material.

DATED: 22<sup>nd</sup> August 2019



**MICHAEL NIGIDO**  
MUNICIPAL BUILDING SURVEYOR  
BS-U 25918

**Our Ref:**

**BUILDING SERVICES**  
**100 BROUGHAM STREET, GEELONG**

BNO-2019-60/C

Notes:-

- 1 If the proposed building works involves formulation of a fire performance solution departing from Item 5.1 to allow the *combustible* cladding to remain in whole or in part, you may engage a suitably qualified registered practitioner in the category of engineer (fire) to make an application to the Building Appeals Board for a determination pursuant to Section 160 (modification of regulations) or Section 160A (Determination building design) confirming the performance solution is acceptable.
- 2 Despite the requirements of regulations 53 and 54 (commencement and completion of building work) of the *Regulations*, all building work authorised by that permit must be commenced and completed with a Certificate of Final Inspection issued within 12 months of the service of this Order
- 3 This building order overrides the current Building Occupancy Permit Essential Safety Measures Determination as detailed in **Appendix C** for the duration of the Order until it is cancelled. All other Essential Safety Measures must be maintained in accordance with the maintenance requirements set out in the attached schedule reference No. 1575/005432 issued by BSA Building Surveyors..

## NOTES

### 1. DURATION OF BUILDING ORDER

A Building Order remains in force, and if amended, remains in force as amended, until it is complied with or it is cancelled by the Municipal Building Surveyor or the Building Appeals Board pursuant to section 117 of the Act.

### 2. AMENDMENT OR CANCELLATION OF A BUILDING ORDER

If there is a change in circumstances after the service of a Building Order, the owner may request the Municipal Building Surveyor to amend or cancel the order pursuant to section 116 of the Act.

### 3. PENALTY FOR FAILURE TO COMPLY

A person to whom a Building Order is directed must comply with that Building Order (penalty: 500 penalty units in the case of a natural person and 2500 penalty units in the case of a body corporate) pursuant to section 118(1) of the Act.

A person must not occupy a building, land or place in contravention of a Building Order (penalty: 500 penalty units in the case of a natural person and 2500 penalty units in the case of a body corporate) pursuant to section 118(2) of the Act.

### 4. SUBSEQUENT OWNERS OR OCCUPIERS OF THE LAND

Pursuant to section 236 of the Act this Building Order is binding on every subsequent owner or occupier of the land.

### 5. SERVICE ON OWNERS CORPORATION

This Order is served on the owners corporation pursuant to section 236(4C) of the Act. Pursuant to section 236(4D) of the Act, the Owners Corporation must not fail to provide a copy of the Order to each lot owner affected by the Order within a reasonable time of receiving the Order (penalty: 60 penalty units).

### 6. COMPLETION OF WORK REQUIRED BY THIS BUILDING ORDER

On completion of work required by this Building Order the owner must notify the Municipal Building Surveyor in writing without delay (penalty: 50 penalty units)

### 7. WORK MAY BE CARRIED OUT BY THE MUNICIPAL BUILDING SURVEYOR

If an owner fails to carry out building work or work as required by this Building Order made by the Municipal Building Surveyor, the Municipal Building Surveyor may cause that work to be carried out pursuant to section 121 of the Act.

### 8. RECOVERY OF COSTS

If the Municipal Building Surveyor decides to carry out work or takes any action (pursuant to section 121 of the Act), Council may recover the costs of carrying out the work or taking action from the owner in a court of competent jurisdiction as a debt due to Council.

### 9. APPEALS TO THE BUILDING APPEALS BOARD

Under section 142(1) of the Act an owner of a building or land may appeal to the Building Appeals Board against a decision to serve an order and a failure within a reasonable time, or refusal, to cancel an order.

For further information on the appeal process please visit the Building Appeals Board website <http://www.buildingappeals.vic.gov.au/> or contact via email at [registry@buildingappeals.vic.gov.au](mailto:registry@buildingappeals.vic.gov.au) or telephone 1300 421 082.

Pursuant to section 146 of the Act and regulation 271 of the Building Regulations 2018, the prescribed **appeal period is 30 days** from the date of the Order.

## APPENDIX A

### National Construction Code Definitions

**Combustible** means -

- (a) applied to a material – *combustible* as determined by AS 1530.1; and
- (b) applied to construction or part of a building – constructed wholly or in part of *combustible* materials.

**Non-combustible** means -

- (a) applied to a material – not deemed combustible as determined by AS 1530.1 – Combustibility Test for Materials; and
- (b) applied to construction or part of a building – constructed wholly of materials that are not deemed combustible.

**External wall** means -

An outer wall of a building which is not a common wall.

### **C1.12 Non-combustible materials**

The following materials, though *combustible* or containing *combustible* fibres, may be used wherever a *non-combustible* material is required:

- (a) Plasterboard.
- (b) Perforated gypsum lath with a normal paper finish.
- (c) Fibrous-plaster sheet.
- (d) Fibre-reinforced cement sheeting.
- (e) Pre-finished metal sheeting having a combustible surface finish not exceeding 1 mm thickness and where the Spread-of-Flame Index of the product is not greater than 0.
- (f) Bonded laminated materials where—
  - (i) each laminate is non-combustible; and
  - (ii) each adhesive layer does not exceed 1 mm in thickness; and
  - (iii) the total thickness of the adhesive layers does not exceed 2 mm; and
  - (iv) the Spread-of-Flame Index and the Smoke-Developed Index of the laminated material as a whole does not exceed 0 and 3 respectively.

**Specification C1.1** in part means -

#### 2.4 Attachments not to impair fire-resistance

- (a) A *combustible* material may be used as a finish or lining to a wall or roof, or in a sign, sunscreen or blind, awning, or other attachment to a building element which has the required FRL if -
  - (i) the material is exempted under C1.10 or complies with the fire hazard properties prescribed in Specification C1.10; and
  - (ii) it is not located near or directly above a required exit so as to make the exit unusable in a fire; and
  - (iii) it does not otherwise constitute an undue risk of fire spread via the facade of the building.
- (b) The attachment of a facing or finish, or the installation of ducting or any other service, to a part of a building required to have an FRL must not impair the required FRL of that part.

**Performance Requirement CP2** means –

- (a) A building must have elements which will, to the degree necessary, avoid the spread of fire -
  - (i) to exits; and
  - (ii) to sole-occupancy units and public corridors; and
  - (iii) between buildings; and
  - (iv) in a building.
- (b) Avoidance of the spread of fire referred to in (a) must be appropriate to—
  - (i) the function or use of the building; and
  - (ii) the fire load; and
  - (iii) the potential fire intensity; and
  - (iv) the fire hazard; and
  - (v) the number of storeys in the building; and
  - (vi) its proximity to other property; and
  - (vii) any active fire safety systems installed in the building; and
  - (viii) the size of any fire compartment; and
  - (ix) fire brigade intervention; and
  - (x) other elements they support; and
  - (xi) the evacuation time.

**3. Type A Fire-Resisting Construction** in part means –

In a building required to be of Type A construction -

- (b) External walls, common walls and the flooring and floor framing of lift pits must be *non-combustible*.

**Explanatory**

**Victorian Cladding Taskforce**

The Victorian Government established the Victorian Cladding Taskforce (Taskforce) on 3 July 2017 to investigate the extent of non-compliant external wall cladding on buildings State wide, and make recommendations for improvements to protect the public and restore confidence that building and fire safety issues are being addressed appropriately.

**Advisory Reference Panel**

Panel of experts established by the Taskforce to review building permit documentation in order to identify non-compliant external wall cladding and determine the risk to the safety of the public before making recommendations to the municipal building surveyor of the applicable council.

# Appendix B

## ESSENTIAL SAFETY MEASURES MAINTENANCE SCHEDULE

Occupancy Permit no.	1575/005432 P1
Project reference no.	28566

### Property / project details

Project **Residential Apartment Building**  
Address **8 Gheringhap Street, Geelong**

Postcode **3220**

This schedule forms part of the above Occupancy Permit. Essential safety measures listed below are required to be maintained, in accordance with the details specified.

Table 11.1 SAFETY MEASURES – BUILDING FIRE INTEGRITY Safety Measure	BCA provisions for determining standard of performance	Nature or Frequency of Test or Inspection
Building Elements <i>required to satisfy prescribed fire-resistance levels</i>	Section C C1.12	Annual inspection for damage, or unauthorized alteration
Materials and assemblies required to satisfy prescribed fire hazard properties	C1.10	Annual inspection for damage, or unauthorized alteration
Elements <i>required to be non-combustible</i> , provide fire protection, compartmentation or separation	C2.7 to C2.14, C3.3, C3.11 D1.7	Annual inspection for damage, or unauthorized alteration
Wall-wetting sprinklers (including windows <i>required in conjunction with wall-wetting sprinklers</i> )	C3.4 Fire engineering report	Monthly to AS 1851-2005 as sprinkler system installed
Fire doors and associated self-closing, automatic closing and latching mechanisms	C2.12, C2.13, C3.4 to C3.8, C3.10, C3.11 D1.7	Every 3 months as per AS 1851 – 2005 Section 17 - check operation of handles, closers and electronic strikes
Fire protection at service penetrations through elements <i>required to be fire-resisting with respect to integrity or insulation</i> , or to have a <i>resistance to the incipient spread of fire</i>	C3.12, C3.13, C3.15	Every 6 months as per AS 1851-2005 Inspections for damage, deterioration, or unauthorized alteration
Fire protection associated with construction joints, spaces and the like in and between building elements <i>required to be fire-resisting with respect to integrity and insulation</i>	C3.16	Every 6 months as per AS 1851-2005 Inspection for damage, deterioration, or unauthorized alteration
Smoke doors and associated self-closing, automatic closing and latching mechanisms. (This relates to UGF lobby doors (inc. fire door to the fire-isolated stairs. Also it applies to the L2 lift lobby doors).	Fire engineering report	Every 3 months as per AS 1851-2005 Check operation of closers, handles and electronic strikes
Table 11.2 SAFETY MEASURES – MEANS OF EGRESS	BCA provisions for determining standard of performance	Nature or Frequency of Test or Inspection
Paths of travel to exits	D1.6	Inspection every 3 months to ensure there are no obstructions and no alterations
Discharge from exits (including paths of travel from open spaces to the public roads to which they are connected)	D1.7, D1.10	Inspection every 3 months to ensure there are no obstructions and no alterations
Exits (including fire-isolated stairways, stair treads, balustrades and handrails associated with exits).	D2.2, D2.8, D2.13, D2.16, D2.17, Fire engineering report	Inspection every 3 months to ensure there are no obstructions and no alterations
Smoke lobby to fire-isolated exit (internal discharge of fire stair)	D1.7, Fire engineering report	Annual inspection for damage, or unauthorized alteration
Doors (other than fire or smoke doors) in a required exit, forming part of a required exit or in a path of travel to a required exit, and associated self-closing, automatic closing and latching mechanisms	D1.6, D2.19 to D2.21, D2.23	Inspections every 3 months to ensure doors are intact, operational and fitted with conforming hardware

Cont/.



Table 11.3 SAFETY MEASURES – SIGNS	BCA provisions for determining standard of performance	Nature or Frequency of Test or Inspection
Exit signs (including direction signs)	E4.5, E4.6, E4.8	Every 6 months to AS 2293.2-1995
Signs warning against the use of lifts in the event of fire	E3.6	Annual inspection to ensure the warning sign is in place and legible
Placard signage in fire-isolated stairs and at LGF & UGF advising occupants of alternative exit points	Fire engineering report	Every 3 months to ensure the warning / direction signs are in place and legible
Table 11.4 SAFETY MEASURES – LIGHTING	BCA provisions for determining standard of performance	Nature or Frequency of Test or Inspection
Emergency lighting	E4.2, E4.4	Every 6 months to AS 2293.2-1995
Table 11.5 SAFETY MEASURES – FIRE FIGHTING SERVICES AND EQUIPMENT	BCA provisions for determining standard of performance	Nature or Frequency of Test or Inspection
Fire hydrant system, including "60m of hose required for coverage" sign at the internal fire hydrants as well as at the FIP & Booster Assembly	E1.3, AS2419.1, CFA Regulation 309 report	Every 6 months to AS1851-2005
Fire hose reel system	E1.4, AS2441	Every 6 months to AS 1851-2005 Section 14
Sprinkler system	E1.5, AS2118.1 Fire engineering report	Weekly to AS 1851-2005 Section 2 Monthly where concession AS 1851 – 2005 clause 2.2.1.1 applies.
Portable fire extinguishers	E1.6, AS2444	Every 6 months to AS 1851-2005 Section 15.4
Table 11.6 SAFETY MEASURES – AIR HANDLING SYSTEMS	BCA provisions for determining standard of performance	Nature or Frequency of Test or Inspection
Carpark mechanical ventilation system	F4.11, AS1668.2	Frequency as nominated by manufacturer on label attached to equipment in accordance with AS 1851-2005 Section 18
Table 11.7 SAFETY MEASURES – AUTOMATIC FIRE DETECTION AND ALARM SYSTEMS	BCA provisions for determining standard of performance	Nature or Frequency of Test or Inspection
Smoke and heat detection system (including fire indicator panel and interfaces to systems reliant on activation of a smoke or heat detector eg. exit door electronic release; auto sliding doors etc)	Clause 4 of Specification E2.2a	Monthly as prescribed in AS 1851-2005 Section 6
Table 11.8 SAFETY MEASURES – OCCUPANT WARNING SYSTEMS	BCA provisions for determining standard of performance	Nature or Frequency of Test or Inspection
Building occupant warning system	Clause 8 of Specification E1.5 Clause 6 of Specification E2.2a	Monthly as prescribed AS1851-2005 Section 9
Table 11.9 SAFETY MEASURES – LIFTS	BCA provisions for determining standard of performance	Nature or Frequency of Test or Inspection
Stretcher facilities in lifts	E3.2	Annual inspection to ensure compliance of facilities with BCA
Passenger lift fire service controls	E3.7	Periodic inspection as per manufacture's specification, however no less than annual inspection
Reg 11.2 MECHANICAL VENTILATION AND HOT WATER, WARM WATER AND COOLING SYSTEMS (Microbiological Control)	BCA provisions for determining standard of performance	Nature or Frequency of Test or Inspection
Air conditioning and mechanical ventilation systems	F4.5, AS 1668.2	Monthly to AS/NZ 3666.2 – 2002 clauses 2.3.1. & 2.3.2

This project has been approved using alternative solutions for compliance with relevant BCA 2008 performance requirements. Reference should be made to the Fire Engineering Report (Report No: m080630 (Rev 04)) forming part of the approved building permit documentation.

**Relevant Building Surveyor**Name **Peter Phillips** Registration No BS-U 1575

BSA Building Surveyors

Signature


Date of Issue **21 December 2012**



## APPENDIX C

### ESSENTIAL SAFETY MEASURE MAINTENANCE SCHEDULE SUBJECT TO COUNCIL BUILDING ORDER BNO – 2019 – 60/C (COMBUSTIBLE CLADDING)

Essential Safety Measures must be maintained in accordance with the maintenance requirements set out in the attached schedule reference No. 1575/005432 issued by BSA Building Surveyors.

Pursuant to Section 111 of the Building Act 1993, Council Building Order BNO 2019 – 60/C item No.8 will override the nature and or frequency of test or inspection of the essential safety measure applied to the existing consolidated maintenance determination in the parts referenced in the below table.

All other essential safety measure listed in the schedule are to be maintained as listed.

#### COUNCIL BUILDING ORDER BNO -2019 – 60/C ITEM NO.8 ESSENTIAL SAFETY MEASURES

Essential Safety Measures must be maintained in accordance with the maintenance requirements set out in the following table for the duration of the Council Building Order:

#### PART 3 – SIGNS

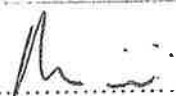
ESSENTIAL SAFETY MEASURE	NATURE AND OR FREQUENCY OF TEST OR INSPECTION
Fire Hydrant System; including "90m of hose required for coverage" sign at the external fire hydrant.	Every 3 months to AS 1851 - 2005
Fire Hydrant System (street hydrant) – as part of protection to access the onsite external hydrant with reduced fire shielding wall.	Every 3 months to verify the presence of the hydrant in the street and ensure the hydrant is appropriately identified.
Exit signs (including direction signs)	Every 3 months to AS 2293.2-1995
Signs alerting persons that the operation of doors must not be impaired	Inspection 3 months to ensure signs is in place and legible.

#### PART 4 – LIGHTING

ESSENTIAL SAFETY MEASURE	NATURE AND OR FREQUENCY OF TEST OR INSPECTION
Emergency lighting	Every 3 months to AS / NZS 2293.2-1995.

#### PART 5 - FIRE FIGHTING SERVICES AND EQUIPMENT

ESSENTIAL SAFETY MEASURE	NATURE AND OR FREQUENCY OF TEST OR INSPECTION
Fire hose reel system	Every 3 months to AS 1851 - 2005 Section 14.
Portable fire extinguishers	Every 3 months to AS 1851-2005 Section 15.4.

  
**MICHAEL NIGIDO**  
 MUNICIPAL BUILDING SURVEYOR  
 BSU 25918

City of Greater Geelong reference number: BNO -2019 – 60/C item No.8  
**Date of Issue: 22<sup>nd</sup> August 2019**

# BINKS & ASSOCIATES PTY. LTD.

## STRATA MANAGERS

2/390 Canterbury Road, Surrey Hills  
All Mail to: P.O. Box 67, Surrey Hills, 3127

ACN 006 546 381

Telephone 9536 5700  
(Fax 9534 8198)

20/01/2020

Owners Corporation Plan No. 642096  
8 Gheringhap Street, GEELONG

Addressed to  
all owners

oc642096@binksandassociates.com.au

### **CIRCULAR TO ALL OWNERS**

#### **RE: Building Order & Non-compliant Cladding**

Further to the latest correspondence in respect of the above matter, the Owners Corporation at 8 Gheringhap Street, Geelong, VIC, 2330 has since been served with the attached Building Order BNO-2019-60.

The Owners Corporation has taken several measures to date to address the building order, including the following:

- Representatives of the Owners Corporation committee have met with the Municipal Building Surveyor to discuss the requirements set out in the Building Order.
- The Owners Corporation has engaged a fire engineer (GHD Pty Ltd) to further analyse avenues of compliance of the building's fire protection measures and to prepare a report covering proposed remediation measures.
- The report has been reviewed by the Owners Corporation committee in conjunction with the builder (Hamilton Marino) to determine a solution that is acceptable to the meet the requirements of the building notice.
- A formal application has been submitted by GHD on behalf of the Owners Corporation to the Building Appeals Board under Section 160a of the Act with respect to the building's cladding.

For your information, please find below the link for access to the relevant application documentation:

<https://ghd.sendthisfile.com/12u50bKUKCEUi9kWYFX2rRJZ>

The Owners Corporation acknowledges that this matter must be dealt with in a prompt manner and it has every intention of attempting to bring this to a swift as possible conclusion. Further updates will be provided by committee in due course.

Yours faithfully,

Ben Commerford  
Binks & Associates, for the Owners Corporation.

Attachments: Building Order Cladding BNO-2019-60/C

## 8 GHERINGHAP STREET GEELONG - REPORT ON BUILDING CLADDING

The apartment building at 8 Gheringhap Street, Geelong was constructed using aluminium composite cladding on sections of the outside walls of the building. The cladding, coloured red, yellow and black, was specified by the developer's architect and approved by the developer's building surveyor.

It is understood that, at the time of construction, the particular cladding material (Apolic/fr) was a compliant product.

Following some major fires in residential multi-storied buildings, both in Australia and overseas, the state government in 2019 conducted a fire audit of all Victorian multi-story residential buildings.

As part of this audit our building was assessed as being of medium risk due to the presence and location of the combustible aluminium composite panels. Subsequently on 22 August 2019, the Owners Corporation (OC) was served with a Building Order from the City of Greater Geelong building surveyor requiring the OC to remove all aluminium composite panels from the building within 12 months. The Owners Corporation Committee (OCC) has received an extension to the Building Order timeframe

Following this, after discussions by the OCC with the builder Hamilton Marino and the municipal building surveyor, the OCC engaged GHD Pty Ltd (having experienced fire engineers on staff) to undertake an audit of the fire essential safety measures in the building; review the aluminium panels present on the building and to prepare a report on the situation.

This report advised that the presence of the aluminium composite panels (by now a non-approved product due to it having some properties of the panels on buildings where fires had occurred) meant that further work should be undertaken to obtain the properties on the panels (subsequently done by coring); undertake a fire risk assessment of the building and to prepare a report to the Building Appeals Board (BAB) recommending that certain rectification measures be undertaken to replace some sections of the cladding.

This was a prolonged process, requiring GHD to undertake significant work in researching and reporting on fire safety, Apolic/fr materials and building code requirements. GHD subsequently prepared a report recommending what sections of the panels needed to be replaced to meet the current building and fire safety requirements.

The OCC considered this report at length and determined to forward the report as part of a submission to the BAB. Following this GHD and the OCC attended two Directions Hearings and presented its submission to a BAB Hearing in April 2020.

Following this, the BAB requested information from the OCC in relation to laboratory results of the fire burning properties of the Apolic/fr product. This was then requested from the supplier and provided to the BAB.

The recommended sections of cladding to be replaced on the building in order to meet current day fire and building code requirements are as follows:

- Provide sprinklers over the main entrance canopy,
- Remove Apolic/fr panel sections located within 3 metres of the ground level and replace with non-combustible material on the north, east (Gheringhap St) and south facades, and
- Remove Apolic/fr panel sections located on the north and south facades immediately above the roofs of the adjacent buildings for a height of one level and replace with non-combustible material.

A decision by the BAB on the OC's submission has yet to be promulgated.

The cost of the fire engineering work undertaken to date is \$44,500. The cost of removing and replacing the combustible panels as outlined above is not known at this stage.

Once the OC receives the BAB's decision, the OCC will determine, in consultation with owners, how the rectification works are undertaken and how it will be paid for.

# **BUILDING APPEALS BOARD OF VICTORIA**

## **Building Act 1993**

**CASE NO. 452205**

## **Compliance Assessment**

### **CATCHWORDS**

An application pursuant to s 160A of the *Building Act 1993* to determine that the aluminium composite panels on the east, south, and north façades of the existing building on all levels, three meters off the ground level as per the submission, on a Class 2, 5, 6, 7a, building, complies with Performance Requirements CP2, CP4, CP8, CP9, DP4, EP2.2 of the Building Code of Australia 2008, Volume One.

<b>APPLICANT</b>	Owner Corporation PS 642096C
<b>FIRST INTERESTED PARTY</b>	Peter Philips (Relevant Building Surveyor)
<b>SECOND INTERESTED PARTY</b>	Municipal Building Surveyor, City of Greater Geelong
<b>THIRD INTERESTED PARTY</b>	Country Fire Authority (CFA)
<b>FOURTH INTERESTED PARTY</b>	Victorian Building Authority (VBA)
<b>RELEVANT MUNICIPALITY</b>	Greater Geelong City Council
<b>SUBJECT LAND</b>	8 Gheringhap Street, Geelong VIC 3220
<b>BEFORE</b>	Bryan Thomas (Chairperson) David Graham, John Clampett (Members)
<b>HEARING TYPE</b>	e-Hearing
<b>DATE OF HEARING</b>	28 April 2020
<b>LAST DATE FOR FILING MATERIALS</b>	16 November 2020
<b>DATE OF DETERMINATION AND ORDERS</b>	10 February 2021
<b>CITATION</b>	In the matter of 8 Gheringhap Street, Geelong [2021] VBAB 4

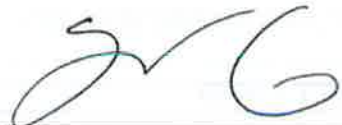
### **DETERMINATION AND ORDERS**

1. Subject to the recommendations for aluminium composite panel (**Alpolic™/fr**) removal outlined within section 5.7.1 and 5.7.2 of the GHD report dated 30 March 2020, being undertaken and completed to the satisfaction of the Relevant Building Surveyor (**RBS**), and as set out in Order 2 of these orders, the Board determines that:

- (a) the remaining Alpolic™/fr external cladding on the building, as depicted in the GHD report dated 30 March 2020 complies with the Performance Requirements CP2, CP4, CP8, CP9, DP4, EP2.2 of the Building Code of Australia 2008, Volume One.
2. The work to be undertaken and completed to the satisfaction of the Relevant Building Surveyor (RBS) in order for the Building to comply with the Performance Requirements CP2, CP4, CP8, CP9, DP4, EP2.2 of the Building Code of Australia 2008, Volume One, is as follows:
- (a) Alpolic™/fr must be removed from the following locations:
- i. **East elevation** – from the canopy over the main exit and from locations less than 3 metres from ground level;
  - ii. **North elevation** – from locations less than 3 metres from ground level and from immediately above the roof of the neighbouring property; and
  - iii. **South elevation** – from locations less than 3 metres from ground level and from immediately above the roof height of the neighbouring property.

  
Chairperson



  
Registrar

## REASONS

### INTRODUCTION

1. The Applicant is the owners corporation for the building situated on the Subject Land (**the Building**). The Building was constructed in 2012-2013.
2. In March 2013, Alpolic™/fr, an Aluminium Composite Panel (**ACP**), was installed on the external facades of the Building and balcony flashings.
3. The Building was identified as part of the Victorian Government Cladding Audit. The initial risk rating dated 19 June 2018, identified the ACP as 100% polyethylene (**PE**). Consequently, it was recommended to the Second Interested Party, the Municipal Building Surveyor of the Greater Geelong City Council (**the MBS**) that a “show cause” notice be issued to the Building owner why the cladding should not be removed
4. On 7 February 2019, the MBS issued a Building Notice (**the Building Notice**) which stated that –
  - (a) By reason of the ACP, the Building was a danger to the life, safety or health of any person using the Building or any member of the public;
  - (b) Building work had been carried out on the Subject Land in contravention of the *Building Regulations 2018* (**the Regulations**);
  - (c) Within 60 days the Applicant was required to show cause why the ACP should not be removed from the external façade of the Building; and
  - (d) Within seven days the Applicant was required to show cause why combustible items and ignition sources (including barbeques) should not be removed the vicinity of the ACP.
5. On 22 August 2019, the MBS issued a Building Order that required the Applicant to remove all ACP from the external façade of the Building within 365 days.
6. On 23 December 2019, the Applicant filed with the Board an application pursuant to s 160A of the *Building Act 1993* (**the Act**) seeking a determination permitting the use of ACP as an external wall attachment. (**the Application**).
7. The Application was heard on 28 April 2020. On 29 April 2020, the Board issued Directions and Orders requiring the Applicant to file with the Board and send to the Interested Parties –
  - (a) Evidence in writing that the laboratory(s) in which the AS5113 and BS8414 tests were undertaken was/were as at the date(s) of testing an “Accredited Testing Laboratory” as defined in the National Construction Code or formerly the Building Code of Australia; and
  - (b) Copies of any report issued as a result of that testing.By a letter to the Board dated 28 July 2020, the Applicant responded to those Orders.
8. On 5 November 2020, the Board issued further Directions and Orders requiring the Applicant to file with the Board and send to the Interested Parties copies of the full AS 5113 or BS 8414 fire test reports from an accredited or recognised NATA testing laboratory confirming that the cladding system installed on the Building is strictly in

accordance with the prototype tests in the report. By a letter to the Board dated 16 November 2020, the Applicant responded to those Orders.....

### **Building Description**

9. The Occupancy Classification of the Building is residential (Class 2), office (Class 5), retail (Class 6) and carparking (Class 7a). It has an effective height of 24.5m, is of Type A Construction and a rise in storeys of 10. The Building comprises 42 sole occupancy units (SOU's).
10. The Building also has several fire safety systems, which include: -
  - a) Sprinkler protection throughout the Building (including balconies);
  - b) An external fire sprinkler drencher protection used on specified non – compliant openings;
  - c) fire hydrants;
  - d) An automatic smoke detection system provided in public corridors and other internal public spaces throughout the building. The smoke detection system is interfaced with the fire indicator panel (FIP) which is monitored by the Fire Brigade for automatic call out;
  - e) Smoke alarms are provided in all SOU's and hard wired to the switchboard. Activation of a single smoke alarm within an apartment unit is to initiate a local alarm only;
  - f) Portable fire extinguishers;
  - g) A building occupant warning system;
  - h) Fire hose reels; and
  - i) Exit signage and other wayfinding signage alerting occupants to the alternate exit via the carpark.
11. The Building egress provisions comprise –
  - a) A single fire isolated stair (Stair 01) serving all floors;
  - b) The upper ground floor served by a separate non-fire isolated stair;
  - c) Although the effective height of the Building is 24.5m and therefore a single exit is permitted, the Building also has a sprinkler system;
  - d) Stair 03 only connects the upper ground floor to Level 1. Therefore, occupants are required to travel up from the upper ground to Level 1, then via Stair 01 or Stair 02 to the lower ground smoke lobby which ultimately exits onto Gheringhap Street;
  - e) An alternative exit path is also available through the carpark from the smoke lobby.

### **Location and Identification of ACP**

12. The Applicant relies on an expert report produced by GHD, Cladding Audit and Risk Assessment Report Revision:1 dated 30 March 2020 and filed in this



proceeding (**the GDH Report**). The GHD Report states that, based on provided documents, photos and advice by Hamilton Marino it is understood that Alpolic™/fr has been installed where ACP was used as part of the external facade.

Core sample test results were provided for four (4) distinct coloured ACP applied across the façade of the Building and test results indicates that they each share similar characteristics.

Table 9 of the FER identifies the type of ACP installed on the building which is illustrated in Figure 10





**TABLE 3:**

AS 5113 RESULT SUMMARY

Measure	BS 8414 Test					
	1	2	3	4	5	6
1 - T <sub>w</sub> <600°C	-	PASS	PASS	PASS	PASS	PASS
2 - T <sub>Cavity 5m</sub> <250°C	-	-	PASS	-	PASS	-
3 - T <sub>Layer 5m</sub> <250°C	-	PASS	PASS	-	PASS	-
4 - T <sub>0.9m</sub> <180°C	PASS	PASS	PASS	PASS	PASS	PASS
5 - Flaming	PASS	PASS	PASS	PASS	PASS	PASS
6 - Openings	PASS	PASS	PASS	PASS	PASS	PASS
7 - Spread	PASS	PASS	PASS	PASS	PASS	PASS
8 - Debris Flaming	-	-	-	-	-	-
9 - Debris mass	-	-	-	-	PASS	PASS

**Figure 10: Summary of AS 5113 acceptance criteria (excerpt from report IGNS-6053)**

**Table 9: Key to Identify ACP Type in annotations**

ACP Type	Colour Indicator
Alpolic/fr (Red)	
Alpolic/fr (Yellow )	
Alpolic/fr (Black)	
Alpolic/fr (Grey)	

#### **East Elevation**

The East elevation of the building faces Gheringhap Street and is located the main entrance to the building. The figures below illustrate locations where ACP has been installed on this façade.

The building is noted to be greater than 6 m to the far side of the road.



**Figure 12: East Elevation**



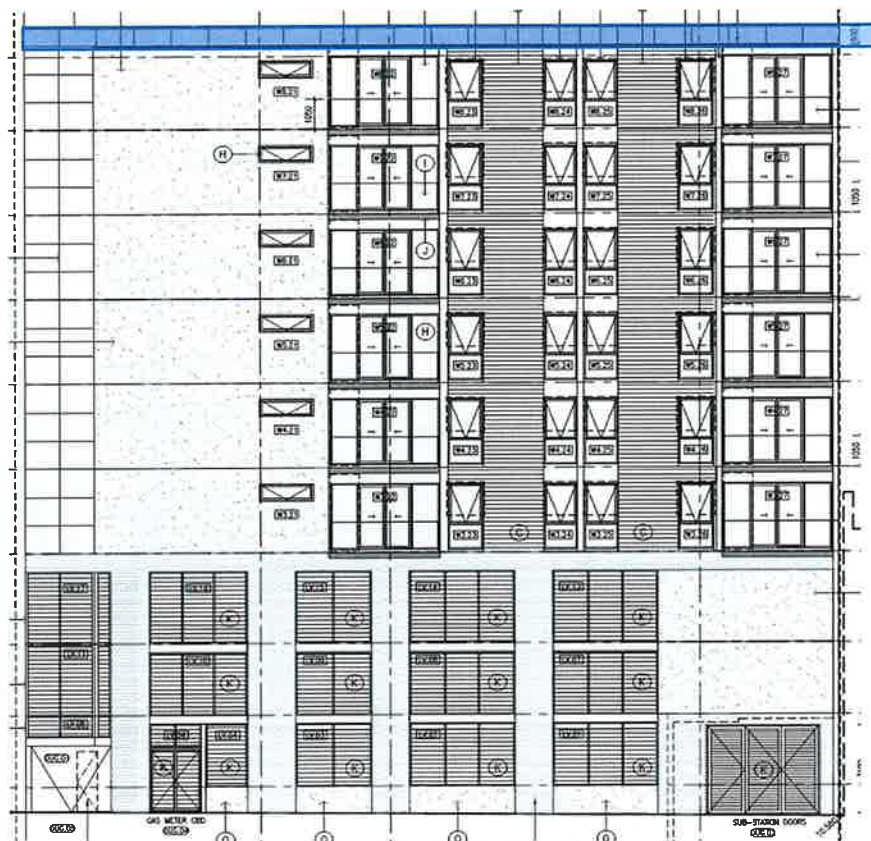
**Figure 13: East Elevation**



**Figure 14: East Elevation – Main Entrance Canopy**

**West Elevation**

The West elevation backs onto neighbouring property. The extent of ACP installed on this façade is minimal as illustrated in Figure 15 below.



**Figure 15: West Elevation**





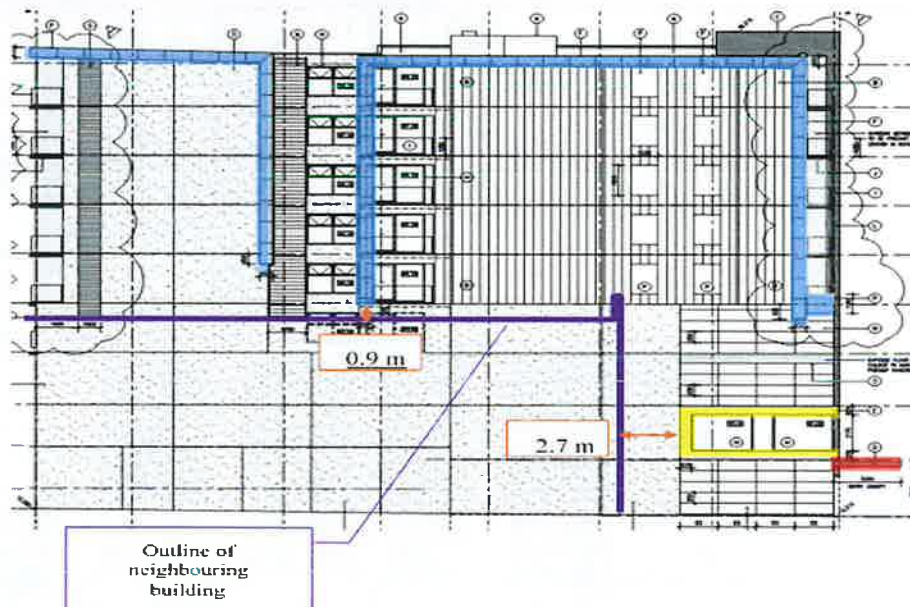
**Figure 16: West Elevation**

***South Elevation***

The South elevation resides along the allotment boundary such that it is in close proximity to the neighbouring property.

Refer to the figures below for locations where ACP is installed on this façade.

It is noted that the neighbouring property is setback 2.7 m from the edge of the yellow ACP on Level 1 and the roof of the neighbouring property is approximately 0.9 m from the blue vertical strip of ACP.



**Figure 17: South Elevation**



**Figure 18: South Elevation**

***North Elevations***

Similar to the South elevation, the North face of the building resides in close proximity to the allotment boundary but is provided a horizontal gap of approximately 0.2 m to the neighbouring property.

Refer to the figures below for locations where ACP is installed on this façade.

It is noted that the neighbouring property is set back approximately 4.6 m from the red ACP and the roof of the building is 1.0 m away from the vertical black strip of ACP.



**Figure 19: North Elevations**





**Figure 20: North Elevation – Carpark Entrance and Adjacent Car parking Space**



**Figure 21: North Elevation**

## SUBMISSIONS OF THE APPLICANT

13. As noted above at para 12, the Applicant relies on the GHD Report.
14. The GHD Report notes that the Building has “undergone a largely desktop audit of the installation of ACP” and its **Key Findings** were –
- Alpolic/fr has been used as an attachment to the building’s external wall as well as building elements forming part of the building envelope but not necessarily an external wall (i.e. balcony flashings);
  - A CodeMark Certificate was not available for Alpolic/fr at the time of panel installation to the building (March 2013). The first certificates were released in August 2013 (CM40067 Rev 1 and CM40067 Rev 2) and a revised version later in August 2016 (CM40067 Rev 3). As Rev 1 and Rev 2 were valid over the same time period, the latter was used in the assessment in conjunction with Rev 3. Whilst there is a 5-month gap between the date of installation to the first CodeMark Certificate being released, the installation complies with the two available CodeMarks retrospectively;
  - The building utilises a performance-based fire safety design as documented in the referenced FER. The FER contains both active and passive fire safety features. For these features to remain in the expected working order they are required to be maintained;
  - The Owners Corporation should engage suitable and competent Essential Safety Measures (ESM) contractor for purposes of obtaining an Annual Essential Safety Measures Report;
  - In view of the ‘So far as is Reasonably Practicable’ approach, the following recommendations have been put forward as a result of the risk assessment carried out in Section 5.6.5 identifying scenarios where the involvement of the installed Alpolic/fr poses a ‘moderate’ risk to occupants and fire brigade. *Note that these recommendations have been derived on a risk based approach and do not represent the buildings ability to achieve compliance.*
  - Provision of sprinkler protection to the canopy of the main entrance on the East Façade or remove Alpolic/fr from the canopy and replace with a non-combustible type (removal of the ACP is our recommended approach);
  - Removal of Alpolic/fr located within 3 m of the Ground Level and replace with a non-combustible type (Across North, East and South Façade). Refer Figure 34, Figure 35 and Figure 36 for specific locations; and
  - Further removal of Alpolic/fr from the North and South façade where it is located above the roof of the neighbouring property. Refer Figure 35 and Figure 36 for specific locations Note: Figure 33 provides a legend to interpret the locations of ACP recommended to be removed and those permitted to remain in the figures referenced above.
  - It is the opinion of the report that the subject building is capable of satisfying Performance Requirements CP2, CP4, CP8, CP9, DP4 and EP2.2. The actioning of the recommendations listed above (detailed in

Section 5.7.1) are expected to further enhance the ability of the building to satisfy these Performance Requirements; and

- Consideration should be given by the building owner / operator to a review of their housekeeping procedures, to ensure the removal of any rubbish / stored combustibles or external storage areas from within 3 m horizontal distance to any panel, and these areas are maintained clear of any fuel load on an ongoing basis through a monthly maintenance check of the site.

#### **Concluding Remarks**

The assessment finds the design element being an Aluminium Composite Panel (ACP) installed to the façade of the building as outlined in the plans and within this report, meet both the deemed-to-satisfy provisions and the mandatory Performance Requirements of the BCA in that –

- It is compliant to the deemed-to-satisfy provision Clause C2.4 of Specification C1.1 of BCA 2008 as an attachment to the building. Refer to pages 35-38 of Section 2.10;
- It is compliant to Clause A2.2 of BCA 2008 under Evidence of Suitability in that the materials is approved under CodeMark and installed per the Manufacturers Specification referenced in the CodeMark Certificate. Refer to pages 42-47, Section 4.1 and Section 4.2; and
- It is compliant to the mandatory Performance Requirements of BCA 2008; CP2, CP4, CP8, CP9, DP4 and EP2.2. Refer pages 49-56 in Section 4.4.

In view of the above, the subject building design shall be submitted to the Building Appeals Board for a Section 160 A determination on the compliance assessment of the materials to the Building Code of Australia (BCA).

#### **SUBMISSIONS OF THE RELEVANT BUILDING SURVEYOR (the RBS)**

15. The RBS did not file a submission.

#### **SUBMISSION OF THE MBS**

16. The MBS did not file a submission.

#### **SUBMISSION OF THE COUNTRY FIRE AUTHORITY (the CFA)**

17. The CFA's submission is limited to whether a satisfactory degree of fire safety as regards to fire brigade intervention and firefighting operations, including search and rescue activities, will be achieved by the adoption of the proposed performance solution.
18. The CFA reviewed the risk assessment and supporting documentation and provided the following for the Board to consider:
- CFA notes that the cladding to remain is in location that its low risk to cause fire spread as a decorative attachment to the building, is located away from balconies and other openings.
  - CFA accepts that the Alpolic/fr is unlikely to cause flaming debris and is not a prominent risk.



- The confirmation of Alpolic FR would reduce the risk rating to “low” in the Victorian Government Cladding Audit Tool.
- CFA notes that the building is sprinklered including the balconies and is unlikely that the fire spread would occur from an internal fire to cladding located on the building as an attachment.
- CFA supports the removal of ACP and replacement with a non-combustible cladding compliant with the requirements of the NCC as identified in the risk assessment.
- The replacement of the cladding as identified in the GHD risk report improves the intervention ability of the fire brigade.
- CFA considers that a satisfactory degree of fire safety will be achieved for fire brigade intervention and firefighting operations including search and rescue activities.

### SUBMISSIONS OF THE VBA

19. In a letter to the Board dated 14 April 2020, Mr Christian Williams, the VBA’s Senior Technical Adviser – Technical and Regulation (Building), provided comments in reply to the Applicant’s Submission as shown below. GHD on behalf of the Applicant, responded to those comments in a letter to the Board dated 20 April 2020, as shown in the Table below.

Comment (paraphrased)	Applicant Response
<p>The current application for 160A has been applied for a compliance assessment in accordance with BCA Specification C.1.1 Clause 3.1(b).</p> <p>VBA are of the opinion that the applicant may be best served by making one of the following applications in lieu of the current application:</p> <ol style="list-style-type: none"> <li>1) An application for a section 160A compliance assessment in accordance with BCA Specification C1.1 Clause 2.4; or</li> <li>2) An application for a section 160A compliance assessment in accordance with the relevant BCA performance requirements; or</li> </ol> <p>An application for a section 160 modification in accordance with BCA Specification C1.1, Clause 3.1(b) with necessary modifications outlined in the GHD report.</p>	<p>Comments noted and resubmission to BAB to amend the application for a section 160A compliance assessment in accordance with BCA Specification C1.1 Clause 2.4 to be made.</p>

<p>There was no section 10 statement made under the Building Act 1993 on file to determine whether the 2008 BCA is the relevant year for consideration.</p> <p>Without a section 10 statement, the applicable year of the BCA would be 2011</p>	<p>It is noted that the base build was designed in accordance with BCA 2008. The planning Permit was issued 04 August 2008 (Permit no. 471/2008).</p> <p>The building permit consists of 3 stages consisting of;</p> <ol style="list-style-type: none"> <li>1) Stage 1 – Structural works</li> <li>2) Stage 2 – Remainder of structural and civil works</li> <li>3) Remainder of building works involving Architectural and Building Services.</li> </ol> <p>Under the ‘Transition Provisions’ of the referenced Building Permit, the following is noted:  <i>“Pursuant to Schedule 4 of the Building Act 1993, this building permit has been considered using the provisions of the Building Code of Australia 2008 having confirmed that the design was sufficiently advanced using these provisions that applied at that time.”</i></p> <p>Based on the above it is considered that BCA 2008 to be applicable. Confirmation from RBS has also been sought with respect to this matter.</p>
<p>Drawing set provided were not stamped approved by the RBS as part of the building permit. It is unclear if these drawings were the ones the building was required to be complied with, or constructed according to, and should not be relied upon.</p> <p>Stamped approved drawing set should be provided prior to the BAB making a determination</p>	<p>Stamped drawings for Stage 3 building permit (ref no.1575/005432-3) have been included and attached in Appendix B.</p> <p><i>Note that these are the same drawing set as the unstamped copies (dated April 2011) originally submitted in the application.</i></p>
<p>A letter from R&amp;R Group addressed to the Owners’ Corporation was relied upon to demonstrate the ACP cladding wall system was installed by the use of a cassette fixing system and in accordance with manufacturers’ recommendations and design documentation in October 2012-March 2013.</p> <p>There are issues accepting the letter as evidence of suitability given:</p> <ol style="list-style-type: none"> <li>1) The letter is undated so unclear as to when it was produced;</li> <li>2) Codemark certificates referred to in the GHD Pty Ltd report were issued</li> </ol>	<ol style="list-style-type: none"> <li>1) The letter issued by R&amp;R was received via email on 24 February 2020.</li> </ol> <p>Whilst undated, the letter specifies the time period in which the cladding was installed to the subject building. GHD are of the opinion that as the date of installation noted in the letter is in line with the building permit period for the works; that the</p> <p>letter remains valid as the installer has confirmed panels were installed to the building in accordance with design documentation and manufacturers</p>

<p>after the date of installation, so it is unclear as to what method or manufacturers specification was relied upon for the installation of the ACP cladding system;</p> <p>3) The wall detail for wall type 6 on the drawings notes that the cladding is fixed to proprietary top hat sections and does not mention a cassette wall fixing system.</p> <p>VBA are of the opinion that there should be a physical inspection to determine how the panels are fixed on site instead of reliance upon this letter.</p>	<p>recommendations using the cassette fixing method.</p> <p>2) As per above, R&amp;R had confirmed that the panels were installed in accordance with design documentation and manufacturers recommendations.</p> <p>It is noted that the Alpolic Installation Manual 2008 was published in October 2008. The manual has subsequently been referenced in Codemark certificates later released.</p> <p>Furthermore, the cassette fixing method adopted by the installed is also in accordance with how the full scale testing rigs have been configured and tested. Refer Section 2.7.1.1 of the report</p> <p>3) The architectural drawings indicated for wall type 6 at the time is considered a typical drawing as exact fixing method would not have been known by the architect. This is supported by the drawing referencing '<i>proprietary</i> top hats'.</p> <p>If the BAB deems necessary, a physical inspection of the panels may be carried out. This was not deemed necessary by GHD due to limited extent of the ACP installed, the FR properties of the panels, and that they are mechanically fixed.</p>
<p>The GHD report claims that the risk to the occupants and fire brigade intervention is mitigated by the extent of sprinkler protection throughout the building and wall wetting sprinklers to windows on Level 1.</p> <p>There are no stamped approved drawings to demonstrate the extent of sprinkler protection.</p> <p>VBA are of the opinion that stamped approved services drawings be provided.</p>	<p>Stamped fire services drawings illustrating location of sprinklers throughout the building and wall wetting sprinklers on Level 1.</p> <p>Refer drawings attached in Appendix C.</p>
<p>GHD Report concludes that Alpolic FR installed to the building complies with DtS provisions of Clause 2.4 of Specification C1.1 of BCA 2008 in that it is an attachment to a compliant external wall.</p> <p>Compliance with Clause 2.4 is not achieved for the following reasons:</p>	<p>1) Builder had advised that where sarking was used, Rhino Wrap was applied. Refer Table 11, item (f) of the report.</p> <p>Flammability index &lt; 5 when tested in accordance with AS 1530.2.</p> <p>Refer Appendix D.</p>

<p>1) The ACP cladding is noted to be installed on wall type 6 which includes 'wall sarking'. No evidence of suitability is provided to note compliance with Clause 2(a) of Specification C1.10 of the BCA as required by Clause 2.4(a)(i)(A) of specification C1.1;</p> <p>2) There is no evidence of suitability in accordance with Clause A2.2 of the BCA provided for the ACP cladding to note compliance with Clause 2(d) of Specification C1.10 as required by clause 2.4(a)(i)(A) of Specification C1.1;</p> <p>3) The ACP cladding is directly above or near the main entry and carpark entry of the building, contrary to Clause 2.4(a)(ii) of Specification C1.1;</p> <p>The ACP cladding is installed in a continuous vertical and horizontal pattern from the Ground Floor to Roof Level contrary to clause 2.4(a)(iii) of Specification C1.1</p>	<p>2) Clause 2(d)(i) of Specification C1.10 notes that any material which does not comply with 2(a) or 2(b) is protected on all sides and edges from exposure to air in addition to requirements 2(d)(ii) and (iii). As Alpolic/fr satisfies Clause 2(b) in that the spread of flame index is not more than 9 and the smoke-developed index not more than 8 it is not required to satisfy the subclauses of 2(d) as indicated in (d)(i).  Alpolic/fr has been tested in accordance with AS 1530.3 to achieve the following indices:  Spread of flame index: 0  Smoke developed index: 5  Refer Section 2.7.1.4 of the report.  For completeness, Alpolic/fr is considered a Group 1 material when tested in accordance with ISO 9705.  Refer Section 2.7.1.5 and Table 13 of the report.</p> <p>3) The report acknowledges that cladding has been installed directly above the main entry and carpark exit. It is noted that this clause does not prevent the provision of ACP above exits providing it does not render it unusable in the event of a fire.  In addition to the above, cladding at these locations has been reviewed from a risk perspective to determine the risk to the public and fire brigade, taking into consideration the configuration, location and fire tests available.  The Alpolic/fr located above the exits are considered to be remote from a fire source in a sprinkler protected building. Furthermore, supported by test data, it has been demonstrated that the panel does not propagate fire on its own nor exhibit flaming droplets.  In addition to the above, as part of rectification measures it is proposed</p>
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	<p>to remove the ACP directly above the exits where located near the ground floor and to either sprinkler protect the canopy by the main entrance or replace with a non-combustible type.</p> <p>Refer Section 5.7.1 of the report for rectification measures.</p> <p>Refer Section 4.3.1 of the report for further details on assessment against Clause C2.4.</p> <p>Refer Section 5 of the report for detailed risk assessment and fire scenarios.</p> <p>4) The report acknowledges the continuous horizontal and vertical installation of Alpolic/fr along the facade. Based on available fire test data including full scale testing on Alpolic/fr, it is not considered to promote the risk of undue fire spread. Full scale fire tests have indicated that where Alpolic/fr is involved in a fire, it does not spread to the third panel.</p> <p>Refer Section 4.3.1 and Table 13 of the report for assessment. Furthermore, refer Section 2.7.1 for summary of test data</p>
<p>The GHD report concludes that Alpolic FR installed is compliant to Clause A2.2 of BCA 2008 under Evidence of Suitability in that materials are approved under Codemark and installed per Manufacturers Specification referenced in the Codemark Certificate.</p> <p>Compliance is not achieved for the following reasons:</p> <ol style="list-style-type: none"> <li>1) Compliance with BCA 2008 cannot be met by compliance with Clause A2.2 and can only be met by complying with Clauses A0.4 and A0.5 via DtS or performance solution;</li> <li>2) Codemark certificates are not retrospective therefore cannot be used for materials and assemblies that are installed prior to the issue of the certificate;</li> <li>3) Even if codemark certificate could be used retrospectively there is</li> </ol>	<p>The report acknowledges that at the time of installation of Alpolic/fr there was no Codemark available and therefore does not technically meet the evidence of suitability of BCA 2008. However should the panels had been installed 5 months later (at the time the Codemark certificate was released) it would have been considered compliant based on the assessment carried out in Section 4.2 of the report.</p> <p>The installation of the panels have been compared retrospectively to two of the later available Codemark certificates and considered to satisfy these requirements.</p> <p>The letter provided by the installer of the panels at the time provided confirmation that the panels were installed in accordance with design documentation and manufacturers recommendations using the cassette fixing method as detailed in previous comments. Whilst the letter was not dated, the period of installation was noted.</p>

insufficient evidence to determine that Alpolic FR was installed in accordance with the certificate.	As a result, it carries the same level of risk as development designed under the same BCA, but provided with an OC only 5 months future, and would have continued to comply with future years BCA's.
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<p>The report concludes that Alpolic FR is compliant to the mandatory Performance Requirements of BCA 2008; CP2, CP4, CP8, CP9, DP4 and EP2.2.</p> <p>If it is the decision of the owner/applicant to change the nature of the application to request a 160A compliance assessment in accordance with the above performance requirements, it is of the opinion of the VBA that a peer review of the report be carried out by a suitably qualified and reputable fire safety engineer and a report outlining the outcome of the review prior to the BAB determining the matter.</p>	<p>The application as noted above shall be amended to reflect an application for a section 160A compliance assessment in accordance with BCA Specification C1.1 Clause 2.4.</p> <p>The BCA performance requirements have been addressed in the report for completeness and is used to demonstrate the provision of Alpolic/fr to the building is not expected to impede on the ability to meet such performance requirements.</p> <p>In summary, above the meeting of the requirements of Spec C1.1 Clause 2.4 of BCA 2008, the following have also been carried out in addition to demonstrate the acceptability of the Alpolic/fr installed to the subject building;</p> <ul style="list-style-type: none"> <li>- Demonstration of satisfying the Performance Requirements of BCA 2008; and</li> <li>- A fire risk assessment being conducted to demonstrate a low risk rating through assessing various fire scenarios.</li> </ul>
<p>The report assesses the risk to fire brigade intervention as being low, however no comments were sought from the brigade as part of the risk assessment.</p> <p>VBA is of the opinion that the applicant needs to obtain comments from the CFA prior to the BAB determining this matter.</p>	<p>Commentary from the CFA regarding the risk assessment has been detailed in the CFA Statement of Contentions dated 9 April 2020 (ref# 69260-365749-97293)</p> <p>It is noted that the CFA has reviewed the risk assessment detailed in the report and is supportive as suggested in the following quotation;</p> <p><i>'CFA notes to the board that it supports the risk assessment and associated supportive documentation included and therefore proposed solutions as specified in the report.'</i></p>

20. The VBA submits that the current version of the BCA, being NCC 2019, should apply because a building permit to carry out the proposed removal of the ACP will be required.

21. In asserting that the ACP product used, Alpolic/fr, was compliant at the time of construction of the Building, GHD concedes that it could not have been compliant by –
- (a) Referencing CodeMark certificates that were in existence at the time of construction of the Building and which have since been withdrawn;
  - (b) The fact that the most recent version of the CodeMark certificates for Alpolic/fr was required to be withdrawn is evidence that from certificates issued during the period 2013 to 2018, Alpolic/fr was not suitable for use; and
  - (c) Confirming that –
    - (i) the product did not meet Specification C1.1 clause 2.4 where used over exits; and
    - (ii) approved drawings show that wall section 6 proposes Alpolic/fr fixed to a metal stud and therefore not used as an attachment in some areas.
22. The VBA further submits that:
- (a) At the time of its approval and installation, there was no evidence of suitability as required by the BCA;
  - (b) The ACP cladding is directly above or near the main entry and carpark entry of the building, contrary to clause 2.4(a)(ii) of Specification C1.1 and therefore does not meet the Deemed to Satisfy provisions.
  - (c) No Performance Solution to use the product was proposed or approved; and  
The product was approved and installed contrary to the BCA.

## FINDINGS

23. In summary, the Applicant proposes that the ACP be removed from the parts of the Building listed below –
- **East elevation** – from the canopy over the main exit and from locations less than 3 metres from ground level;
  - **North elevation** – from locations less than 3 metres from ground level and from immediately above the roof of the neighbouring property; and
  - **South elevation** – from locations less than 3 metres from ground level and from immediately above the roof of the neighbouring property.
24. The GHD Report notes that the fire engineering report by RawFire, dated 8 December 2011, did not consider the use of ACP on the Building.

25. Table 6 in the GHD Report provides a review of the existing Alternative Solutions documented by RawFire and concludes that those solutions are not adversely affected by the presence of the ACP as below -

The fire engineering solutions have been reviewed to ensure that what we know today (i.e. the installation of combustible cladding) does not adversely affect the previous fire engineering design such that it is presumed that the provision of ACP to the building may not have been known at the time the FER was documented.

**Table 6 Existing Fire Engineering Report Details**

#	Solution Description	Performance Requirement	Alternative Solution for fire spread in the external wall assembly?	Analysis outcome anticipated to be affected/alterd by the presence of Combustible Cladding?
1	<p>Openings located within 1.5 m and 3 m from a side of the allotment; and</p> <p>Openings located within 6.0 m from the far boundary of a road adjoining the allotment, if not located in a storey at or near ground level; and</p> <p>Openings within 1.5 m from a side of the allotment south elevation;</p> <p>to note be protected in accordance with BCA DtS Provisions</p>	CP2	No	Refer below for additional commentary
2	<p>To permit extended travel distances throughout the redevelopment as follows:</p> <ul style="list-style-type: none"> <li>• Worst case 37 m in lieu of 20 m in the level 2 carpark</li> <li>• 15 m in lieu of 12 m on Levels 3 to 8 inclusive</li> </ul>	DP4	No	No
3	Permit the stair in the residential building to discharge internally on the lower ground level corridor in lieu of outside to an open space	DP4 & DP5	No	Refer below for additional commentary
4	<p>Proposed to allow reduced FRL's from the BCA DtS 180/180/180 to 60/60/60 to the wall systems of the shop and commercial compartments located on the ground and first levels.</p> <p>Furthermore, the FRL to the wall separating the lobby and the retail tenancy on the ground level shall remain 90 minutes</p>	CP1 & CP2	No	No



#	Solution Description	Performance Requirement	Alternative Solution for fire spread in the external wall assembly?	Analysis outcome anticipated to be affected/alterd by the presence of Combustible Cladding?
5	Permit hose reels to be located further than 4 m from an exit and delete the hose reels from the residential levels.	EP1.3	No	No

## Test results

### ExcelPlas Testing Laboratory

26. The ACP installed on the building is Alpollic™/fr and consists of three layers; two sheets of aluminium ranging from a thickness of 0.39 mm -0.45 mm and a polymer core layer ranging from a thickness of 2.97 mm – 3.22 mm.
27. Core sample testing was conducted by ExcelPlas Testing Laboratory, which reported the resultant ACP Classification was Type B being 8-29% Polymer and 71-92% inert materials. This is the second worst rating and seen as having less of risk of fire spread as a Type A.

### Ignis Laboratories

28. The Ignis Labs test report Australian External Wall Test AS 5113.1.2016 / BS 8414 (the Ignis Report) is of concern as the Ignis Laboratory is not NATA accredited. Therefore, the report was not taken into consideration by the Board.
29. The GHD Report lists and assesses numerous other fire test reports but these reports are not specific to the subject building. Directions and Orders were made to provide the Applicant with the opportunity to provide an AS5113 cladding test report specific to this building. The Applicant was not able to provide the test reports and maintained that the assessments contained within the other reports would, in their view, be appropriate.

### ACP Acting as an Attachment or Component to the External wall as per BCA Specification C1.1 Clause 2.4

30. The Board is of the view that the application for DtS compliance under this provision is not compliant as it does not meet the two specific DtS requirements, in that:
  - It is not an attachment to a building element which has the required FRL
  - the material is exempted under C1.10 or complies with the fire hazard properties prescribed in Specification C1.10.
31. The Applicant does provide an assessment of the deviations from the DtS provisions and that, in their view, demonstrates compliance with the DtS provisions. In effect

the Applicant is undertaking a performance approach and does address this matter in its report in the assessment of compliance under the Performance Requirements.

32. To meet the DtS requirements the material or assembly must strictly meet all the provisions listed. Therefore, the Board finds that the application does not meet the DtS provisions of the BCA Specification C1.1, Clause 2.4.

### **Codemark Certification and Evidence of Suitability**

33. An avenue for DtS compliance with the BCA is by way of a CodeMark Certificate.

The VBA in its submission stated that:

- 1) Codemark certificates referred to in the GHD Pty Ltd report were issued after the date of installation, so it is unclear as to what method or manufacturers specification was relied upon for the installation of the ACP cladding system;
- 2) Codemark certificates are not retrospective therefore cannot be used for materials and assemblies that are installed prior to the issue of the certificate;

34. In the GHD report it is stated that:

Assessment of the CodeMark Certificates indicated that the time frame in which the CodeMark Certificates were available do not overlap with the time of construction of the building (From issuing of the building permit on 16th March 2012 and the provision of the Occupancy Permit on 1st February 2013). The earliest CodeMark Certificate available for Alpolic/fr was issued on 26th August 2013.

35. GHD puts forward a case that the CodeMark Certificates “retrospectively appeases BCA A2.2 as Evidence of Suitability”.

36. The Board accepts the submission of the VBA that as the Codemark certificates referred to in the GHD Report were issued after the date of installation of the ACP cladding, the Board ought not give these any weight as evidence of compliance at the time of construction.

### **BCA PERFORMANCE REQUIREMENT REVIEW**

37. In considering the submissions against the criteria set out under CP2, CP4, CP8, DP4 and EP2.2 the Board accepts the assessments provided in the GHD Report.

38. In forming that view, the Board has considered the fire risk assessment undertaken (Section 5) and set out in the GHD Report and agrees with the methodology and approach which establishes the level of risk and mitigation recommendations to achieve that mitigated risk level.

39. This notwithstanding, with respect to Performance Requirements CP2, DP4 and EP2.2, whilst the Board agrees with the recommendations in Section 5.7.1 of the GHD Report, the Board prefers the removal of ACP from the locations stated in the first bullet point being –

- Provision of sprinkler protection to the canopy of the main entrance on the East Façade or remove Alpolic/fr from the canopy and replace with a non-combustible type (removal of the ACP is our recommended approach).

40. However, meeting the Performance Requirements does not require the Board to be satisfied that there is no risk of fire spread associated with the ACP. What is required is that the Performance Requirements are satisfied *to the degree necessary*. To this end, and combined with the areas nominated by GHD of the façade for ACP removal, the Board also considers that the fire safety measures provided (and appropriately and regularly maintained) to the Building, such as full building sprinkler system (including to the balconies), single fire isolated stair with discharge via alternative ground plane exits, smoke detection and alarm systems and compliant fire-fighting access and infrastructure, would *to the degree necessary* avoid the spread of fire via the ACP.

## CONCLUSION

41. The Board is satisfied that the Applicant has adequately addressed the concern of the VBA but accepts that the works proposed must comply with the 2019 version of the BCA.
42. Accordingly, the Board is of the view, although placing little reliance on the Ignis report and the GHD report in relation to the tests, by taking into account the fire risk assessment, the ExcelPlas tests, the proposed risk mitigation recommendations and CFA review and endorsement, it is our view that CP2, CP4, CP8, DP4, EP2.2 have been met. This view is subject to the Applicant undertaking all the proposed recommendations for ACP removal as described within Section 5.7.1 and 5.7.2 of the GHD Report dated 30 March 2020.

DATED: 10 February 2021

# BINKS & ASSOCIATES PTY. LTD.

## STRATA MANAGERS

2/390 Canterbury Road, Surrey Hills  
All Mail to: P.O. Box 67, Surrey Hills, 3127

ACN 006 546 381

Telephone 9536 5700  
(Fax 9534 8198)

01/02/2018

Owners Corporation Plan No. 642096  
8 Gheringhap Street, GEELONG

Addressed to  
residents

oc642096@binksandassociates.com.au

### CIRCULAR TO RESIDENTS

#### MOVING IN AND OUT OF BUILDING

##### **Procedures and Protection Measures**

The Owners Corporation has received reports that some residents have not adhered to the procedures for moving in and out of the building. All residents are required to follow these procedures to ensure all residents receive consistent information in regards to building operations (rubbish, security etc), car park procedures, the Owners Corporation's expectations of residents and contact points for building issues.

Residents **MUST** contact the contractor (listed below) in advance to arrange access and confirm procedures.

Procedures may involve:

- Booking a suitable time: to ensure loading facilities are available, adequate protection measures are installed in the lift and common property, and residents are not disturbed. Please note that there will be fee charged for each move-in / move-out. The current fee is \$100 to move in and \$100 to move out, **charged to the owner of the relevant lot**. The owner may wish to communicate with their rental agent about recovering this cost from their tenant;
- Insurance: to ensure your removalist company has suitable insurance to cover damage to common property; and
- Rubbish removal: to ensure suitable disposal by residents.

##### **TIMES FOR MOVING IN AND OUT**

**Monday to Friday: 8am to 4pm**  
**Saturday: 8am to 1pm**  
**Deb Stewart: 0447 105 351**

Yours faithfully,

Per 

Ben Commerford  
Binks & Associates, for the Owners Corporation.

MINUTES OF THE ANNUAL GENERAL MEETING OF MEMBERS OF **OWNERS CORPORATION**  
**PLAN NO. 642096 (8 Gheringhap Street, GEELONG)** HELD ONLINE VIA ZOOM, ON FRIDAY, 16TH  
OCTOBER, 2020 AT 5.30 PM

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- PRESENT:** Mr J Kelly (Lot 8), Mr P Cabrie (Lot 13), Mr A Robinson (Lot 20), Mr S Patterson (Lot 27), Mr W Peel (representing Lot 35), Ms J Buso (Lot 37), Mr M Gunther (representing Lot 40), and Mr P Brady (Lot A).
- In attendance Ben Commerford and Clarybelle Loi representing Binks & Associates Pty Ltd, manager of the Owners Corporation.
- PROXIES:** Nil.
- APOLOGIES:** Nil.
- QUORUM:** Under the Owners Corporations Act a quorum was not reached. The resolutions made at this meeting are interim resolutions - the attached Notice of Interim Resolutions gives further details.
- VOTING:** Lots 8, 13, 20, 27, 35, 37, 40 and A (total 8) were entitled to vote on all resolutions.
- CHAIRPERSON:** Resolved that Ben Commerford be appointed to chair the meeting.
- MINUTES:** Resolved to receive and confirm the minutes of the previous annual general meeting as a true and correct record of that meeting.
- INTERIM RESOLUTIONS:** Resolved that any resolutions made or fees and/or levies struck at this meeting be actioned as if the resolutions of the meeting were final, notwithstanding their interim nature. Should a resolution regarding fees and/or levies be varied, appropriate adjustments will be made.
- FINANCES:** Resolved to receive and adopt the Statement of Financial Performance and the Statement of Financial Position for the year ended 31/12/2019.
- The Owners Corporation held members' funds of \$134,373.16 as at 31/12/2019, consisting of \$86,444.45 in the General Fund and \$47,928.71 in the Building Works Fund.
- COMMITTEE:** Resolved that the following 4 members be elected to serve as committee until a new committee is elected:
- Mr Kelly (Lot 8), Mr Robinson (Lot 20), Mr Patterson (Lot 27) and Mr Brady (Lot A).
- Under the Owners Corporations Act 2006, committee members must elect a chairperson and a secretary.
- The meeting requested that the committee do the following:
- a) hold a meeting right after the AGM, dispensing with the requirement for a 3-days' notice period for this committee meeting;
  - b) elect the committee officers; and
  - c) resolve that any resolutions made or fees and/or levies struck at this meeting be actioned as if the resolutions of the meeting were final, notwithstanding their interim nature. Should a resolution regarding fees and/or levies be varied, appropriate adjustments will be made.
- [Manager's note: Mr Brady was appointed chairperson and Mr Robinson was appointed secretary.]**

## INSURANCES:

Resolved that the present covers of \$19,883,120 for buildings, \$515,000 for common contents, \$20,000,000 for public liability, \$500,000 for office bearers' liability, \$2,982,468 for loss of rent/temporary accommodation, Nil for catastrophe cover and Nil for machinery breakdown appear adequate for the risk factors of the development.

The manager's Financial Services Guide and the Product Disclosure Statement for the current policy were sent to the committee members.

The Owners Corporation's insurances do not cover contents (such as carpets, floating timber floors, curtains, blinds and light fittings) within each lot, nor does the Owners Corporation's public liability cover extend to the personal liability of members. Owners may obtain their own contents insurance which includes personal legal liability cover.

**[Manager's note:** The manager received an insurance commission of \$2975.26 in the period from 01/01/2019 to 31/12/2019.]

## ADMINISTRATION FUND:

Resolved to adopt an increased annual fund of \$172,485.00 to service estimated expenses for the year ending 31/12/2020 (refer to table below), and for the period to follow, until a new annual fund is adopted.

Insurances	17,000.00
Public light & power	12,000.00
Management fees	10,520.00
Window cleaning	8,800.00
Common water usage	4,200.00
Lift maintenance	12,500.00
Essential services	16,500.00
Cleaning	34,470.00
Building works fund	25,000.00
Facility manager	12,250.00
Repairs, Replacements & General Expenses	19,245.00
<b>Total budget</b>	<b>\$172,485.00</b>

Resolved that contributions to this fund will increase to \$355.64 per unit of lot liability per annum, due and payable quarterly within the statutory period of 28 days from the date of the corresponding fee notice. The table of **quarterly** fees is shown below:

Lot	Charge	Lot	Charge	Lot	Charge
1	978.00	16	711.30	31	711.30
2	800.20	17	711.30	32	800.20
3	711.30	18	800.20	33	1333.65
4	800.20	19	1333.65	34	1066.90
5	1333.65	20	1066.90	35	1066.90
6	1066.90	21	1066.90	36	978.00
7	1244.75	22	978.00	37	711.30
8	978.00	23	711.30	38	711.30
9	711.30	24	711.30	39	800.20
10	711.30	25	800.20	40	1333.65
11	800.20	26	1333.65	41	1066.90
12	1333.65	27	1066.90	42	1066.90
13	1066.90	28	1066.90	A	978.00
14	1066.90	29	978.00	B	1867.10
15	978.00	30	711.30		

### Adjustment levy

Resolved that the adopted budget will be effective from 01/01/2021 (i.e. resolved not to raise an adjustment levy).

REPORTS:

Maintenance plan

The Owners Corporation does not have a maintenance plan as defined under the Owners Corporations Act 2006.

Valuation of buildings

A copy of the last valuation (dated 19/04/2018) had been sent to committee members.

Committee's report

Mr Brady provided a verbal report on behalf of the committee advising that committee had carried out its functions on behalf of members throughout the year. The committee is satisfied with the financial status of the Owners Corporation. A number of other matters are being progressed as reported elsewhere in these minutes.

Manager's report

The manager's activities since the last AGM were carried out as required under the Contract of Appointment. The classified list of expenditure, sent with the notice of meeting, identified costs incurred by the Owners Corporation to 31/12/2019.

Binks & Associates Pty Ltd holds professional indemnity insurance with Chubb Insurance Australia Ltd for \$5,000,000, in compliance with section 119(5) of the Owners Corporations Act 2006.

Dispute resolution

No complaints have been made to the Owners Corporation under Division 1 of Part 10 of the Owners Corporations Act 2006.

ESSENTIAL  
SERVICES:

Essential building services and safety

Stairwells, landings and pathways should be maintained clear of obstructions, to provide ready egress in an emergency. All owners are to advise the manager of any obstruction of egress and other safety risks arising at the property. In addition, owners are not permitted to alter fire rated structures without a building permit and prior approval from the Owners Corporation.

Owners of commercial lots are reminded that it is their responsibility to ensure that all essential services located within their lot (including smoke alarms; fire extinguishers; hydrants and hose reels; fire-doors; emergency lighting; exit signs and exit doors; smoke doors and smoke vents; paths of travel to exits; penetrations in fire-rated structures and any other fire safety matter which is required by the Act or regulations and the relevant building surveyor designates on the occupancy permit or otherwise determines in writing) are maintained as required.

Smoke (fire) detectors

Smoke detectors to the inside of residential dwellings are mandatory. It is the responsibility of owners to ensure that the required smoke detectors are installed and maintained inside their dwellings.

Public lighting

Lighting over all areas accessible to the public should be adequate at all times during the hours of darkness and any inadequacies or problems with the lighting at the property are to be reported to the manager.

MAINTENANCE:

Cleaning

The cleaning at the property is done satisfactorily by Go Green Cleaning.

Facility manager

The services provided by the Facility Manager, Deb Stewart, are of a very high standard.

#### Non-compliant cladding update

Mr Robinson provided an update in relation to the non-compliant cladding at the building. Mr Robinson's written report in this respect was attached to the Notice of Meeting. Mr Robinson advised that, since the OC was served with the Building Order from the City of Greater Geelong in March 2019 to remove all aluminium composite panels from the building within 12 months, the following steps have been taken to date:

- Following discussions with the builder, Hamilton Marino, and the municipal building surveyor, GHD Pty Ltd (a fire engineer) was engaged to prepare a report detailing an audit of the building's essential safety measures and a review of the aluminium panels present on the building.
- The OC subsequently engaged GHD to undertake the required further research and testing to design recommendations that would meet the fire safety requirements of the building in view of preparing a submission to the Building Appeals Board (BAB).
- GHD and the OC attended two Directions Hearings to present its submission to the BAB.
- Further information including laboratory reports from the original cladding supplier have been provided to the BAB as per their subsequent request.
- The OC has sought extensions to the Building Order from the Council as appropriate, to August 2020 and more recently to 22 October 2020 in wait of the BAB's decision, which is expected to be promulgated shortly. The Council has further advised that, should a decision not be handed down by that date, further extensions will be granted until the BAB has reached a determination.

The meeting noted that once the BAB's decision is received, the OC committee will determine, in consultation with owners, how to progress required rectification works, which may include installing sprinklers over the main entrance canopy and replacing certain sections of combustible cladding with compliant equivalents. While costs for the works are yet to be confirmed, the OC committee has advised members of its intention to minimise requirements for additional funds and to consider various means of funding where possible. The meeting also noted that the healthy status of the OC's finances, will likely enable it to cover a proportion of the costs for the required works.

Members thanked Mr Robinson for his efforts and dedication in progressing the matter.

#### Additional fees

The provision of service in relation to dealing with the non-compliant cladding is not part of our duties for which we receive a fixed fee under the Contract of Appointment. We will apply hourly charges for all our work in relation to such matters. Unless specific additional requests are made by the Owners Corporation, no site visits will be made and the tasks undertaken by us will be limited to the correspondence, obtaining quotations, raising levies and payment of accounts under the instructions of the Owners Corporation.

#### **GENERAL BUSINESS:**

##### Hotel near 8 Gheringhap Street

The meeting noted that residents occasionally experience noise disturbances originating from the hotel. Mr Brady advised members that the operation of the beer garden is in breach of its planning permit and the Council has previously ordered costs to be paid. If residents have complaints in relation to noise from the hotel, they are encouraged to report them to the Council and to keep records of the incidents, including through videos, logs, etc.

##### New speed bump and pedestrian crossing

The meeting discussed the newly installed speed bump and pedestrian lights in front of Deakin University. Concerns in relation to noise and lights were raised. It was noted that the noise occurring when cars pass the bump is not noticeable. Further noted that the pedestrian lights are not in operation yet and hence potential disruption from the lights and signal sounds cannot be assessed.



Costs incurred by the Owners Corporation

The Owners Corporation previously resolved that all costs incurred by the Owners Corporation in connection with a breach of the Owners Corporations Act 2006 by a lot or service required by a lot are to be passed on to the relevant lot. Should the matter go to VCAT the Owners Corporation will seek to recover such costs as provided by the Act, or as damages.

Interest

The meeting noted that interest may now be charged on any overdue amount payable by a lot owner to the owners corporation under the Owners Corporations Act 2006. Previously resolved that interest is to be charged to lots with larger and/or persistent arrears as determined by the committee or manager, at the maximum available rate.

Next AGM

Resolved to hold the next AGM shortly after the end of the financial year of 31/12/2020 in April or May 2021.

MANAGER:

The meeting confirmed the ongoing appointment of Binks & Associates Pty Ltd as Manager of the Owners Corporation.

There being no further business the meeting closed at 6.15 pm.

.....  
Chairperson

Definitions:

The word "resolved" means either agreement without dissent or agreement by a majority of votes.

The word "Act" means the Owners Corporations Act 2006 (as amended).

Attachments: Minutes: 16/10/2020 (M08585483)

**OWNERS CORPORATION PLAN OF SUBDIVISION PS 6422096**  
**ADDITIONAL RULES MADE UNDER SECTION 27E OF THE SUBDIVISION ACT**  
**1998**  
**8 Gheringhap Street, Geelong**

**1. DEFINITIONS AND INTERPRETATION**

1.1. In these additional rules unless the context indicates a contrary intention:

- 1.1.1. **Act** means the Owners Corporation Act 2006;
- 1.1.2. **Building** means the building constructed on the Land;
- 1.1.3. **Commercial Lot** means a Lot on the upper ground floor and level one of the Building (as set out in the Plan) that is not used for residential purposes;
- 1.1.4. **Common Property** means the area marked Common Property on the Plan;
- 1.1.5. **Developer** means Benchmark Properties (Vic) Pty Ltd (or such other party or parties who are the registered proprietor of the Land on registration of the Plan);
- 1.1.6. **Land** means the whole of the land described in the Plan, being the land at 8 Gheringhap Street, Geelong;
- 1.1.7. **Lot** means a lot on the Plan;
- 1.1.8. **Occupier** means the Member and any person in occupation of a Lot, under any right whatsoever;
- 1.1.9. **Member** means the owner of a Lot;
- 1.1.10. **Owners Corporation** means each owners corporation created upon registration of the Plan, or where a particular owners corporation created upon registration of the Plan is referred to, that body corporate;
- 1.1.11. **Plan** means plan of subdivision number PS6422096
- 1.1.12. **Security Key** means a key, magnetic card or other security device used to open and close doors, gates, and locks or to generate alarms, security systems or communication systems in respect of a Lot or the Common Property.
- 1.1.13. words denoting any gender include all genders;
- 1.1.14. words or expressions defined in the Act have the same meaning if used in these additional rules;
- 1.1.15. the singular number includes the plural and vice versa.

1.2. These additional rules are intended to be in addition to the model rules set out in the regulations to the Act but to the extent of any inconsistency, these additional rules apply.

**2. HEALTH, SAFETY AND SECURITY**

A Member must not and must ensure that the Occupier of a Member's Lot does not:

- 2.1. deposit, other than in proper receptacles in the area specified for such purpose by the Owners Corporation, or throw or store upon the Common Property any rubbish, dirt, dust, or other

material likely to interfere with the peaceful enjoyment of any Member or Occupier of any Lot or other person lawfully using the Common Property;

- 2.2. enter into any plant room, machine house, water disposal room, electricity switch room, machinery room or adjust or cause adjustments to the thermostat, water control, electricity, gas or heating and/or cooling controls in or on the Common Property without the consent in writing of the Owners Corporation; or
- 2.3. use any sanitary, sewage and other water apparatus including waste pipes and drains for any purpose other than those for which they were constructed or deposit unsuitable substances into them. Any costs or expenses resulting from damage or blockage to such appurtenances from misuse or negligence will be borne by the Member whether the same is caused by their action or those of the Member's household or their invitees.

### 3. MANAGEMENT AND ADMINISTRATIONS

- 3.1. The Owners Corporation may employ for and on behalf of the Owners Corporation such agents and servants for and in connection with the exercise and performance of the powers, authorities, duties and functions of the Owners Corporation and will enter into management agreements and incur the necessary costs for the proper management and running of the Lots.

- 3.2. Members will observe the terms of any notice displayed by the Owners Corporation or of any statutory authority.

- 3.3. Where the Owners Corporation expends money to make good damage caused by a breach of a law (including the Act) or these Rules by any Member or occupier, the Owners Corporation is entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the Member of the Lot at the time when the breach occurred.

- 3.4. The Owners Corporation may share amongst the Members the costs of supply and maintenance of any service or any equipment and facilities required for sewerage or for the supply of water or hot water or for heating or air-conditioning the Lots and any Common Property. Where any Lot is not separately metered in relation to any service, including sewerage, gas, electricity and/or water, then each Member or Occupier shall pay a proportion of all charges relating to same calculated by dividing the total unit liability of all Lots serviced jointly by the unit liability of that Lot.

- 3.5. If, by reason of a different use carried on in a Lot or an area or section of the Building, the Member or Occupier of that Lot, area or section generates a demand (on either equipment or facilities forming part of the Common Property or services provided to Members or Occupiers generally) that significantly exceeds the average demand, the Owners Corporation may take measures to ensure that either:

- 3.5.1. each Member or Occupier bears a portion of the associated costs that is calculated on the basis that the Lot that benefits more pays more; or
- 3.5.2. additional equipment, facilities and services are provided by those creating the excess demand to the extent required to enable the average demand to be met by the existing equipment, facilities and services.

### 4. USE OF COMMON PROPERTY

A Member or an Occupier must not, and must take all reasonable steps to ensure that a guest does not:

- 4.1. use or permit the use of the Common Property or the common facilities in such a manner as to unreasonably interfere with or prevent its use by other Members or Occupiers of Lots or their families or visitors;

- 4.2. erect or permit to be erected any signage, placard or advertisement (corporate or otherwise) in any part of the Common Property other than the index board located inside the front entrance of the Building. Any signage erected within the Common Property by any Member or Occupier, may be immediately removed by the Owners Corporation at the expense of the Member or Occupier;
- 4.3. obstruct lawful use of the Common Property by any person in particular, the entrances, passages, stairways and landings which provide access to any Lot;
- 4.4. damage or deface any entrances, passages, stairways, landings, pathways or any part of the Common Property or use them for any purpose other than the purpose for which they are provided or properly available;
- 4.5. restrict or hinder the reasonable use of easements affecting the Common Property by those with the benefit of those easements;
- 4.6. require the Owners Corporation to contribute or reimburse or pay for any plant, equipment, service or facilities exclusively servicing a Member's Lot notwithstanding that its location may be within the Common Property;
- 4.7. hang or permit to be hung any clothes or other articles on any balconies, landing, stairway or any other part of the Common Property or on any part of the exterior of the Lot so as to be visible from outside the Lot;
- 4.8. store or permit to be stored on the Common Property any materials or goods or place garbage on the Common Property except in the proper bin or receptacle and in a place set aside for the purpose by the Owners Corporation;
- 4.9. cut, injure, damage, deface or obstruct any of the Common Property or any conveniences, appliances, facilities or equipment installed and not use them for any purpose other than that for which they were provided;
- 4.10. fail to clear and must keep clear on each and every day any mail receiving box and or newspaper receptacle of all mail, leaflets, circulars, pamphlets, newspapers, advertising and promotional literature or material or any other objects whatsoever;

## 5. LOTS

A Member or an Occupier must not, and must take all reasonable steps to ensure that a guest does not:

- 5.1. use the Lot or any part of it or any part of the Common Property for any public announcement or for the display of any signage, placard or advertisement in relation to the sale or lease of a Lot unless previously approved by the Owners Corporation and affixed to the Property in the area designated by the Owners Corporation from time to time;
- 5.2. allow any balcony forming part of any Lot to become unkempt, overgrown or unsightly;
- 5.3. affix any blind light fitting, awning, radio mast, antennae, satellite dish or similar device without the consent in writing of the Owners Corporation;
- 5.4. use or permit to be used on the Lot any machine, equipment or instrument operated by electricity which causes interference with wireless or telephone reception in any other Lot unless such machine, equipment or instrument is effectively fitted with a device which prevents interference with wireless or telephone reception of the Occupiers of any other Lot;
- 5.5. leave unattended or exercise any animals on the Common Property;
- 5.6. install any heating or cooling device or machine other than by mounting the plant and equipment for it in an area approved by the Owners Corporation in writing;

- 5.7. not bring to, do or keep anything in their Lot which shall increase the rate of fire insurance premium on the Building or the Common Property or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon the Building or the Common Property or the Regulations or ordinances of any public authority for the time being in force; or
- 5.8. keep Security Keys, which have been allocated to them, safe and report the loss of any Security Key to the Owners Corporation;
- 5.9. at the Member's or Occupier's cost, replace any Security Key which is issued to them by the Owners Corporation or its representative;
- 5.10. give prompt notice to the Owners Corporation of any accident to or fault in the water pipes, gas pipes, electrical, heating or cooling installations or fixtures which comes to their notice and the Owners Corporation will have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs as they may deem necessary for the safety and preservation of the Building;
- 5.11. insofar as it may be necessary to avoid annoyance to the Members or Occupiers of any of the other Lots adjacent to or in the neighbourhood to the Lot, keep the floors in the Lot carpeted or sufficiently covered;
- 5.12. regularly clean the interior of all windows forming part of the Lot;
- 5.13. repair and maintain the interior of the Lot and keep the Lot in a state of good and tidy repair;
- 5.14. notify the Owners Corporation immediately of any change of ownership or occupancy of the Lot;
- 5.15. only use light, power or heat generated by electrical current or gas supplied through meters except in the case of emergency or failure of supply when the Occupier may use other sources of energy except a naked flame;
- 5.16. notify the Owners Corporation of any person who is not a Member to whom a Security Key to the Common Property has been given;
- 5.17. allow reasonable access to any part of a Lot for any tradesperson, contractor or service person employed by the Owners Corporation for the purpose of maintenance or repair of the Common Property or Lot or any plant equipment, service, facility or utility; and
- 5.18. take all reasonable precautions to keep the Lot free from rodents, vermin, insects and other pests.
- 5.19. grant any licence or leave to any person to use a car space forming part of a Member's Lot without the consent in writing of the Owners Corporation.
- 5.20. use or permit to be used any part of the Common Property or Lot designated as a car space to wash, clean or repair any vehicle.
- 5.21. unless in the case of an emergency, park or leave a vehicle or permit a vehicle to be parked in parking spaces which are part of the Members Lot.

## 6. DESIGN

A Member or an Occupier must not:

- 6.1. install any curtains, blinds or other window furnishings on the interior of any windows in any Lot which are visible externally other than in accordance with the furnishings approved by the Owners Corporation;

- 6.2. make any alterations or additions (painting and decorating and the installation of security doors included) to the Common Property or the exterior of the Building or Lot; or
- 6.3. make any structural alterations or additions to the Common Property or interior of the Building or a Lot or any part of it which may diminish the support and shelter of any Lot.

## 7. BEHAVIOUR OF PERSONS

A Member or an Occupier must not, and must take all reasonable steps to ensure that a guest does not:

- 7.1. fail to comply with any reasonable request or direction of any person employed by the Owners Corporation;
- 7.2. do or allow anything to be done which constitutes a nuisance, damage, grievance, disturbance or annoyance to any person owning or occupying any Lot or which may be illegal or injurious to the reputation of the Building or use or allow the use of any Lot for any noxious, noisome, offensive, illegal or immoral purpose, act, trade, business, occupation or calling;
- 7.3. make or permit any undue noise in or about the Common Property or any Lot;
- 7.4. use or permit to be used any mechanical or musical instrument which is audible outside the Lot between the hours of 12.am and 8.am;
- 7.5. make any disturbing or irritating noise or install or use any appliance engine machine or instrument which causes or may be likely to cause noise or vibration in the Building;
- 7.6. take all reasonable steps to ensure that their invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the Member or Occupier of another Lot or of any other person lawfully using the Common Property.

## 8. SPECIAL RULES FOR THE DEVELOPER

Nothing in these Rules will prevent or hinder the Developer or the holder of any mortgage from it from selling any Lot and without limitation the Developer may at any time:

- 8.1. use any Lot as a display Lot or office to assist in the marketing and sale of other Lots;
- 8.2. place anywhere on the Common Property signs and other materials relating to the marketing and sale of Lots;
- 8.3. conduct in a Lot or anywhere on the Common Property any inspection or auction sale of a Lot; and
- 8.4. use in any way it considers necessary any part of the Common Property for the purposes of selling Lots.

## 9. COMMERCIAL LOTS

- 9.1. If it is proposed to use a Commercial Lot as food premises, in addition to any approval required from regulatory authorities, the Member or proposed occupier of the Member's Lot must obtain approval from the committee of the Owners Corporation.
- 9.2. To obtain the approval required under sub-rule 9.1, the proponent must make a written request to the manager of the Owners Corporation stating:
  - 9.2.1. the style of food to be prepared on the Commercial Lot;



- 9.2.2. measures that will be taken to filter any noisome odours or oil particles from any air prior to its emission from the Commercial Lot;
- 9.3. The Owner of a Commercial Lot acknowledges and agrees that approval is solely at the discretion of the committee of the Owners Corporation and a decision to refuse approval on the basis that emissions will be detrimental to the amenity of occupiers of the residential Lots is not discriminatory.
- 9.4. The occupier of a Commercial Lot must:
- 9.4.1. apply for and obtain all necessary consents, permissions, approvals and licences to use the Commercial Lot at its own costs and on conditions that are satisfactory to the committee of the Owners Corporation in its absolute discretion;
  - 9.4.2. at all times comply with each consent, permission, approval and licence and all Laws;
  - 9.4.3. take out its own bins on each garbage collection day and bring those bins in before 8.00am on any collection day or promptly after collection, whichever occurs last;
  - 9.4.4. ensure that any contractors hired for the purpose of removing garbage, pick up garbage between:
    - 9.4.4.1. 8.00am and 9.00am, if any rubbish is being picked up on Monday to Saturday; and
    - 9.4.4.2. 9.00am and 10.00am, if any rubbish is being picked up on Sunday;
  - 9.4.5. avoid unnecessary noise when filling bins;
  - 9.4.6. ensure lids on bins are securely closed at all times;
  - 9.4.7. regularly clean all bins to prevent build-up of residue or odours;
  - 9.4.8. not deposit, throw, leave or store any rubbish, dirt, dust, sweepings, waste or any other material that is reasonably likely to interfere with the peaceful enjoyment by any person of any Lot or Common Property other than in:
    - 9.4.8.1. proper, securely wrapped parcels that will retain all odours, liquids and emissions; and
    - 9.4.8.2. the area specified for such purposes by the Owners Corporation.
  - 9.4.9. take all reasonable precautions to keep its Lot and the Common Property free from rodents, vermin, insects and other pests;
  - 9.4.10. comply with all health, noise and other Laws in carrying on the business from its Lot;
  - 9.4.11. not operate or allow access to a Commercial Lot for cleaning between the hours of 10.00pm and 7.00am;
  - 9.4.12. properly filter all vapour and fumes before emission from a Commercial Lot so that any noisome, odours and oil particles are removed from any air prior to its emission for a Commercial Lot;
  - 9.4.13. make all reasonable attempts to address/treat any odours that emanate from the Lot;
  - 9.4.14. not affix a sign to its Lot or to the Common Property unless the sign;
    - 9.4.14.1. is only for the purposes of identifying the business carried on from its Lot;
    - 9.4.14.2. complies with the requirements of all authorities; and

9.4.14.3. has first been approved by the committee of the Owners Corporation.



## MODEL RULES FOR AN OWNERS CORPORATION

### 1 Health, safety and security

#### 1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

#### 1.2 Storage of flammable liquids and other dangerous substances and materials

- (1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
- (2) This rule does not apply to—
  - (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
  - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

#### 1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

### 2 Management and administration

#### 2.1 Metering of services and apportionment of costs of services

- (1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
- (3) Subrule (2) does not apply if the concession or rebate—
  - (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
  - (b) is paid directly to the lot owner or occupier as a refund.

### 3 Use of common property

#### 3.1 Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for his or her own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

#### 3.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

(c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

### **3.3 Damage to common property**

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

## **4 Lots**

### **4.1 Change of use of lots**

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

#### **Example**

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

## **5 Behaviour of persons**

### **5.1 Behaviour of owners, occupiers and invitees on common property**

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

### **5.2 Noise and other nuisance control**

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

## **6 Dispute resolution**

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
- (6) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the **Owners Corporations Act 2006**.
- (8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

## **Schedule 3—Statement of advice and information for prospective purchasers and lot owners**

Regulation 17

### **What is an owners corporation?**

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Use Victoria.

If you buy into an owners corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the owners corporation are responsible), you should closely inspect the plan of subdivision.

### **How are decisions made by an owners corporation?**

As an owner you will be required to make financial contributions to the owners corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

### **Owners corporation rules**

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the owners corporation rules to consider any restrictions imposed by the rules.

### **Lot entitlement and lot liability**

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Owners Corporations Regulations 2018

S.R. No. 154/2018

Schedule 3—Statement of advice and information for prospective purchasers  
and lot owners

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**Further information**

If you are interested in finding out more about living in an owners corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular owners corporation you are buying into, you can inspect that owners corporation's information register.

**Management of an owners corporation**

An owners corporation may be self-managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE  
OWNERS CORPORATION OR ANY DOCUMENTS YOU HAVE  
RECEIVED IN RELATION TO THE OWNERS CORPORATION  
YOU SHOULD SEEK EXPERT ADVICE.

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7 June 2019

Sharon Madden and Warren Madden  
14 Patrick Street  
Whittington VIC 3219

Dear Warren and Sharon

**Re Lease Renewal  
803/8 Gheringhap Street, Geelong**

Please find enclosed a signed copy of the lease renewal. The details are as follows

Tenant names:	Matthew Lyons
Lease dates:	27/09/17 to 26/09/20
Rental amount:	410.00 per W1

Please retain this copy for your records.

If you have any questions regarding your tenancy, please contact me on 52294440 or email me at [jessica.scholer@hayeswinckle.com.au](mailto:jessica.scholer@hayeswinckle.com.au).

Yours sincerely  
**Hayeswinckle**

  
**Jessica Scholer**  
Director / Head of Property Management

**HIGHTON**  
Team 3216 Pty Ltd  
ABN 71 154 087 655  
79 Serravallo Road  
Highton, VIC 3216  
Ph. 03 5241 1458  
Fax. 03 5249 0505  
[highton@hayeswinckle.com.au](mailto:highton@hayeswinckle.com.au)

**EAST GEELONG**  
Team 3219 Pty Ltd  
ABN 50 402 432 042  
267 Myers Street  
East Geelong VIC 3219  
Ph. 03 5229 4440  
Fax. 03 5222 6929  
[eastgeelong@hayeswinckle.com.au](mailto:eastgeelong@hayeswinckle.com.au)

**NEWTOWN**  
Team 3220 Pty Ltd  
ABN 23 609 549 644  
2/318 Rakington Street  
Newtown VIC 3220  
Ph. 03 5222 6555  
Fax. 03 5222 6577  
[newtown@hayeswinckle.com.au](mailto:newtown@hayeswinckle.com.au)

**DRYSDALE**  
Team 3222 Pty Ltd  
ABN 34 616 464 647  
Shop 5, 8 High Street  
Drysdale VIC 3222  
Ph. 03 5297 3688  
Fax. 03 5297 3677  
[drysdale@hayeswinckle.com.au](mailto:drysdale@hayeswinckle.com.au)

**LARA**  
Team 3212 Pty Ltd  
ABN 89 627 871 309  
Shop 5, 1-5 Forest Road South  
Lara VIC 3212  
Ph. 03 5280 8434  
[lara@hayeswinckle.com.au](mailto:lara@hayeswinckle.com.au)

Residential Tenancy Agreement

Residential Tenancies Act 1997

Conditions of Agreement

1. THIS AGREEMENT is made on the date specified in item 1 in the schedule here to **BETWEEN** the **LANDLORD** whose name and address is specified in item 2 in the schedule whose agent is specified in item 3 in the schedule and the **TENANT** whose name is specified in item 4 in the schedule.

**PREMISES AND RENT**

The **LANDLORD** lets to the **TENANT** the **PREMISES** specified in item 5 in the schedule together with those items indicated in the schedule, for which the **RENTAL** shall be the amount specified in item 6 in the Schedule commencing on the date specified in the item 7 of the Schedule and payable by the **TENANT** to the party specified in item 8 in the schedule.

**BOND**

The **TENANT** shall pay a **BOND** of the amount specified in item 9 of the schedule to the **LANDLORD/AGENT** on or before the signing of this agreement.

In accordance with the Residential Tenancies Act 1997 the **LANDLORD/AGENT** must lodge the **BOND** with the Residential Tenancies Bond Authority within 5 business days of receiving the **BOND**.

**FIXED TERM TENANCY**

The term of this Agreement shall be as specified in item 10 in the schedule **COMMENCING** on the date specified in item 11 in the Schedule and **ENDING** on the date specified in item 12 in the Schedule and unless either party terminates this agreement in accordance with the provisions of the Residential Tenancies Act, 1997 this Agreement shall hereafter continue as a periodic tenancy.

OR

**PERIODIC TENANCY**

This Agreement shall commence on the date specified in item 11 in the schedule and continue until terminated in accordance with the Residential Tenancies Act, 1997.

**2. CONDITION OF THE PREMISES**

The **LANDLORD** shall make sure that the premises are maintained in good repair.

**3. DAMAGE TO THE PREMISES**

a) The **TENANT** shall make sure that care is taken to avoid damaging the premises, b) The **TENANT** shall give notice to the **LANDLORD** of any damage to the premises as soon as the **TENANT** becomes aware of the damage.

**4. CLEANLINESS OF THE PREMISES**

a) The **LANDLORD** shall make sure that the premises are in reasonably clean condition on the day on which it is agreed that the **TENANT** shall enter into occupation of the premises.

b) The **TENANT** shall keep the premises in a reasonably clean condition during the period of Agreement.

**5. USE OF PREMISES**

a) The **TENANT** shall not use or allow the premises to be used for any illegal purposes.

b) The **TENANT** shall not use or allow the premises to be used in such a manner as to cause a nuisance or cause interference with the reasonable peace, comfort or privacy of any occupier of neighboring premises.

**6. QUIET ENJOYMENT**

The **LANDLORD** shall take all reasonable steps to make sure that the **TENANT** has quiet enjoyment of the premises.


**7. ASSIGNMENT OR SUB-LETTING**

a) The **TENANT** shall not assign or sub-let the whole or any part of the premises without the consent of the **LANDLORD**. The **LANDLORD'S** consent shall not be unreasonably withheld.

b) The **LANDLORD** shall not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred in relation to the preparation of an assignment in writing of this agreement.

**8. RESIDENTIAL TENANCIES ACT, 1997**

Both parties to this Agreement shall comply with the provisions of the Residential Tenancies Act, 1997 as they apply to each party. (Note: Reference should be made to Part 2 of the Residential Tenancies Act, 1997 for further rights and duties)

 Initial

25. The **TENANT** acknowledges that no promises, representations, warranties or undertakings have been given by the **LANDLORD** or **AGENT** in relation to the suitability of the premises for the **TENANT'S** purposes or in respect of the furnishings, fittings or accessories of the premises otherwise than as provided herein.
26. No consent or waiver of any breach by the **TENANT** of the **TENANT'S** obligations under the Residential Tenancies Act, 1997 shall prevent the **LANDLORD** from subsequently enforcing any of the provisions of this Agreement.
27. The **TENANT** agrees to observe and be bound by the Articles of Association of the Service Company and the Rule of the Body Corporate (as the case may be) in so far as they relate to or affect the use, occupation and enjoyment of the premises and the common property provided that the **TENANT** shall not be required to contribute costs of a capital nature or which would, except for the provision, be payable by the **LANDLORD**. The Standard Rules of the Sub-Division (Body Corporate) Regulations, if not amended, apply to all Bodies Corporate.
28. In accordance with the provisions of Section 44 of the Residential Tenancies Act, 1997, the **LANDLORD** may other than within the terms specified in the Schedule as the fixed term, increase the rent by giving the **TENANT** at least 60 days' notice of the increase.
29. This agreement may be amended only by an Agreement in writing signed by the **LANDLORD** and the **TENANT**.
30. The **TENANT** shall at the **TENANT'S** expense replace all lighting tubes and globes to the premises which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring.
31. Unless stated elsewhere in this agreement to the contrary, the **TENANT** agrees to maintain the garden area, to mow all lawns, weed, prune, and maintain all garden beds regularly, and in accordance with the watering guidelines set down in the State Government B1 Laws, water all lawns, garden beds, trees, shrubs and plants to maintain the garden in a healthy condition. All garden cuttings are to be placed in the green waste recycle bin for fortnightly collection and removed from the property. Should a CFA gardening notice be issued against the property for unkempt gardens this is solely the **TENANT'S** responsibility.
32. If the **TENANT** wishes to vacate the premises at the expiration of this Agreement the **TENANT** shall give the **LANDLORD** or **AGENT** written notice of the **TENANT'S** intention to vacate 28 days prior to the expiration of the agreement. If the **TENANT** remains in occupation of the premises after the expiration of this Agreement and does not enter into a new fixed term Agreement the **TENANT** must give written notice of the **TENANT'S** intention to vacate the premises specifying the termination date that is not earlier than 28 days after the day on which the **TENANT** gives notice.
33. The **TENANT** acknowledges that pursuant to Section 428 of the Residential Tenancies Act, 1997, the **TENANT** shall not refuse to pay rent on the ground that the **TENANT** intends to regard as rent paid by the **TENANT** the Bond or any part of the Bond paid in respect of the premises. The **TENANT** acknowledges that failure to abide by this section of the Act renders the **TENANT** liable to a penalty of \$1000.
34. The **TENANT** agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motor cycles in or around the property including common property. The **TENANT** also agrees to be fully responsible for the removal of any motor cycle, car or boat spare parts or bodies or any other equipment use and to fully reinstate the premises or the land or common property on which it is situated to their original condition forthwith.
35. In the event that a **TENANT** vacates a rented premises prior to the expiry of this Lease Agreement, the **TENANT** acknowledges that subject to the Residential Tenancies Act, 1980, the **TENANT** shall be liable to pay rent on the premises until relet or the lease expires, whichever ever occurs sooner, and is liable for advertising and marketing costs, Agents reletting fee of one and a half weeks rent plus GST and Barwon Water Special Meter reading charges where a property is separately metered.
36. The **TENANT** agrees to professionally steam clean the carpeted areas of the premises upon vacating.
37. The **TENANT** shall not burn candles, incense, oils or any other substance which may cause smoke damage to the property.

 Initial

Item 1	DATE OF AGREEMENT	3/09/2020
Item 2	LANDLORD NAME:	Sharon Madden and Warren Madden C/- Hayeswinckle 267 Myers Street, East Geelong VIC 3219
Item 3	AGENT TRADING AS	Hayeswinckle
Item 4	TENANT (1) Name	Matthew Lyons
	Address	803/8 Gheringhap Street, Geelong VIC 3220
	TENANT (2) Name	
	Address	
	TENANT (3) Name	
	Address	
Item 5	RENTAL	803/8 Gheringhap Street, Geelong VIC 3220
Item 6	RENT AMOUNT	\$420.00 per WK payable 1 WK IN ADVANCE.
Item 7	COMMENCING ON	27/09/2017
Item 8	RENTAL PAYMENT PAID VIA	Direct Debit or Direct Deposit, 1 (one) week in advance at all times
Item 9	BOND	\$1,776.66
Item 10	FIXED TERM AGREEMENT	SIX MONTHS
Item 11	COMMENCEMENT DATE	27/09/2020
Item 12	TERMINATION DATE	27/03/2021

OR (\*Delete where applicable)

**PERIODIC TENANCY**

SIGNED by the Landlord [Signature]  
in the presence of [Signature] (witness)

SIGNED by the Tenant(s) 1. [Signature] 2. [Signature] 3. [Signature]  
in the presence of [Signature] (witness)

**NOTE: USE OF THIS GUARANTEE IS SUBJECT TO THE PROVISIONS OF SECTION NO 37 AND SECTION 38 OF THE RESIDENTIAL TENANCIES ACT No. 109H007**

**GUARANTEE** To the within named landlord \_\_\_\_\_  
I/We \_\_\_\_\_ OF \_\_\_\_\_

**HEREBY GUARANTEE** the punctual performance by the within named tenant of all the terms, conditions and covenants contained in the above agreement. You may without affecting my/our liability under this agreement grant time or other concession to or compromise with the Tenant and this Guarantee shall be a continuing Guarantee in all respects.

**SIGNED, SEALED &** \_\_\_\_\_ In the presence of \_\_\_\_\_

**DELIVERED by The Guarantor** \_\_\_\_\_ (witness) \_\_\_\_\_

The **TENANT** hereby acknowledges having received an electronic copy of Renting - Your Rights & Responsibilities, two copies of the Condition Report and a copy of this Tenancy Agreement in accordance with the provisions of the Residential Tenancies Act, 1997.

SIGNED by the Tenant(s) 1. [Signature] 2. [Signature] 3. [Signature]



# 2020-21 THIRD RATE INSTALMENT NOTICE



ABN 18 374 210 672  
All items are GST free.



023-3219 (20324)

W K Madden and S M Madden  
14 Patrick Street  
WHITTINGTON VIC 3219

**3rd Instalment** **\$380.30**  
Due by  
28 February 2021

Please be aware of the following instalment dates:

4th Instalment due by 31 May 2021

In response to the significant impact of the COVID-19 pandemic on our community, the City has introduced a support package which includes a financial hardship policy.

If you are experiencing financial difficulties as a result of the pandemic, you may be eligible for a payment plan or a deferral of your payment obligations.

Please visit [www.geelongaustralia.com.au/covid19](http://www.geelongaustralia.com.au/covid19) for further details of the City's support package and the financial hardship policy.

If you have an inquiry or wish to discuss your circumstances, please contact us on 5272 5272 or [hardship@geelongcity.vic.gov.au](mailto:hardship@geelongcity.vic.gov.au).

Please be aware that this may not include transactions after 20 January 2021

**Issued** 21 January 2021

Save time, go online. To receive your rate notice via email, sign up at [www.geelongaustralia.com.au/rates](http://www.geelongaustralia.com.au/rates)

*Paid 17/2/21  
Rec. 507760*

## PAYMENT OPTIONS

### ONLINE OR BY PHONE



Online: [www.geelongaustralia.com.au/rates](http://www.geelongaustralia.com.au/rates) Phone: 1300 858 058 Ref: **912604**

A payment processing fee of 0.59% applies for payments by debit & credit card (Visa and Mastercard).

### BPAY



Billers Code: 17475  
Ref: **1000 0912 6046**

Payment via internet or phone banking, from your cheque or savings account, Visa and Mastercard.

### DIRECT DEBIT



Call 5272 5272 for an application form, or go to [www.geelongaustralia.com.au](http://www.geelongaustralia.com.au)

### CENTREPAY



Call 5272 5272 to request a Centrepay deduction from your Centrelink payment

### 3rd Instalment

**\$380.30**



Post  
Billpay



\*877 9126046

Council Use



Barwon Region Water Corporation  
ABN 86 348 316 514

Date of Issue  
16 November 2020

1300 656 007

www.barwonwater.vic.gov.au

## Tax Invoice/Statement



358587-001 003148(9474) 0023  
W K & S M MADDEN  
14 Patrick St  
WHITTINGTON, VIC 3219

Account number  
**69000001 00044994**

Payment due  
**16 December 2020**

Total amount due  
**\$ 177.89**

## Your account summary

**Service Address:** UNIT 803/8 GHERINGHAP ST GEELONG 3220

Previous balance	\$177.89	DR
Payments/adjustments	\$177.89	CR
Your balance	\$0.00	
New charges	\$177.89	DR
<b>Total</b>	<b>\$177.89</b>	<b>DR</b>

*Paid  
24/11/20  
Rec. 264483*

From July 1, 2020, residential customers will have typical bill increases held to below inflation.

For the average residential owner/occupier, this results in an increase of 13 cents per week, or \$6.55 a year.

Average tenant bills will increase 10 cents per week, or \$5.11 a year. This includes a \$30 per annum 'tenant rebate adjustment'.

**Barwon Water continues to have one of the lowest average residential customer bills in Australia<sup>1</sup>.**

For more information, visit **barwonwater.vic.gov.au**

<sup>1</sup>Compared to other water utilities with more than 100,000 customers.

If you have a Centrelink Pension or Health Care Card, or Department of Veterans Affairs Gold Card, you may be eligible for a discount. Contact us for details.

## Have you been financially impacted by the coronavirus (COVID-19) pandemic?

We have a number of customer support programs and can tailor an option to suit your individual needs.

- ✓ Concessions
- ✓ Support programs
- ✓ Payment plans

Get in touch,  
**we're here  
to help.**

www.barwonwater.vic.gov.au