

Seller disclosure statement



Queensland
Government

Property Law Act 2023 section 99

Form 2, Version 1 | Effective from: 1 August 2025

WARNING TO BUYER – This statement contains important legal and other information about the property offered for sale. You should read and satisfy yourself of the information in this statement before signing a contract. You are advised to seek legal advice before signing this form. You should not assume you can terminate the contract after signing if you are not satisfied with the information in this statement.

WARNING – You must be given this statement before you sign the contract for the sale of the property.

This statement does not include information about:

- » flooding or other natural hazard history
- » structural soundness of the building or pest infestation
- » current or historical use of the property
- » current or past building or development approvals for the property
- » limits imposed by planning laws on the use of the land
- » services that are or may be connected to the property
- » the presence of asbestos within buildings or improvements on the property.

You are encouraged to make your own inquiries about these matters before signing a contract. You may not be able to terminate the contract if these matters are discovered after you sign.

Part 1 – Seller and property details

Seller **Anthony Michael Zveglic , Wendy Rocio Zveglic**

Property address
(referred to as the
"property" in this
statement)

18/33 HENDERSON ROAD, EVERTON HILLS QLD 4053

Lot on plan description **18/SP293780**

Community titles scheme
or BUGTA scheme:

Is the property part of a community titles scheme or a BUGTA scheme:

☒ **Yes**

☐ **No**

*If Yes, refer to Part 6 of this statement
for additional information*

*If No, please disregard Part 6 of this statement
as it does not need to be completed*

Part 2 – Title details, encumbrances and residential tenancy or rooming accommodation agreement

Title details

The seller gives or has given the buyer the following—

A title search for the property issued under the *Land Title Act 1994* showing interests registered under that Act for the property.

☒ **Yes**

A copy of the plan of survey registered for the property.

☒ **Yes**

Registered encumbrances

Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages.

You should seek legal advice about your rights and obligations before signing the contract.

Unregistered encumbrances (excluding statutory encumbrances)

There are encumbrances not registered on the title that will continue ☒ **Yes** ☐ **No** to affect the property after **settlement**.

Note—If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are **NOT** required to be disclosed.

Unregistered lease (if applicable)

If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:

- | | |
|---|--------------------------|
| » the start and end day of the term of the lease: | 29/07/2026 - 03/12/2026 |
| » the amount of rent and bond payable: | \$780 p/w Bond \$3120.00 |
| » whether the lease has an option to renew: | NA |

Other unregistered agreement in writing (if applicable)

If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. ☐ **Yes**

Unregistered oral agreement (if applicable)

If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:

Statutory encumbrances

There are statutory encumbrances that affect the property. ☒ **Yes** ☐ **No**

If Yes, the details of any statutory encumbrances are as follows:

1. NBN Cable and any applicable statutory rights to access the lot to repair or maintain that infrastructure. See attached Plan for location.
2. Water main/sewer/ waste line with Unity water and Moreton Bay Regional Council. See attached Plan for location.
3. Telstra Main Cable and any applicable statutory rights to access the lot to repair or maintain that infrastructure. See attached Plan for location.

Residential tenancy or rooming accommodation agreement

The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the *Residential Tenancies and Rooming Accommodation Act 2008* during the last 12 months. ☒ **Yes** ☐ **No**

If **Yes**, when was the rent for the premises or each of the residents' rooms last increased? (*Insert date of the most recent rent increase for the premises or rooms*)

29/07/2026

Note—Under the *Residential Tenancies and Rooming Accommodation Act 2008* the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises.

As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.

Part 3 – Land use, planning and environment

WARNING TO BUYER – You may not have any rights if the current or proposed use of the property is not lawful under the local planning scheme. You can obtain further information about any planning and development restrictions applicable to the lot, including in relation to short-term letting, from the relevant local government.

Zoning

The zoning of the property is (*Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 1993; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable*):

General Residential - Next Generation Neighbourhood

Transport proposals and resumptions

The lot is affected by a notice issued by a Commonwealth, State or local government entity and given to the seller about a transport infrastructure proposal* to: locate transport infrastructure on the property; or alter the dimensions of the property.

☐ Yes ☒ No

The lot is affected by a notice of intention to resume the property or any part of the property.

☐ Yes ☒ No

If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.

* *Transport infrastructure* has the meaning defined in the *Transport Infrastructure Act 1994*. A *proposal* means a resolution or adoption by some official process to establish plans or options that will physically affect the property.

Contamination and environmental protection

The property is recorded on the Environmental Management Register or the Contaminated Land Register under the *Environmental Protection Act 1994*.

☐ Yes ☒ No

The following notices are, or have been, given:

A notice under section 408(2) of the *Environmental Protection Act 1994* (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan).

☐ Yes ☒ No

A notice under section 369C(2) of the *Environmental Protection Act 1994* (the property is a place or business to which an environmental enforcement order applies).

☐ Yes ☒ No

A notice under section 347(2) of the *Environmental Protection Act 1994* (the property is a place or business to which a prescribed transitional environmental program applies).

☐ Yes ☐ No

Trees

There is a tree order or application under the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011* affecting the property.

☐ Yes ☒ No

If Yes, a copy of the order or application must be given by the seller.

Heritage

The property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List under the *Environment Protection and Biodiversity Conservation Act 1999* (Cwlth).

☐ Yes ☒ No

Flooding

Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the [FloodCheck Queensland](#) portal or the [Australian Flood Risk Information](#) portal.

Vegetation, habitats and protected plants

Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.

Part 4 – Buildings and structures

WARNING TO BUYER – The seller does not warrant the structural soundness of the buildings or improvements on the property, or that the buildings on the property have the required approval, or that there is no pest infestation affecting the property. You should engage a licensed building inspector or an appropriately qualified engineer, builder or pest inspector to inspect the property and provide a report and also undertake searches to determine whether buildings and improvements on the property have the required approvals.

Swimming pool

There is a relevant pool for the property.

☐ Yes ☒ No

If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.

☐ Yes ☒ No

Pool compliance certificate is given.

☐ Yes ☒ No

OR

Notice of no pool safety certificate is given.

☐ Yes ☒ No

Unlicensed building work under owner builder permit

Building work was carried out on the property under an owner builder permit in the last 6 years.

☐ Yes ☒ No

A notice under section 47 of the Queensland Building and Construction Commission Act 1991 must be given by the seller and you may be required to sign the notice and return it to the seller prior to signing the contract.

Notices and orders

There is an unsatisfied show cause notice or enforcement notice under the *Building Act 1975*, section 246AG, 247 or 248 or under the *Planning Act 2016*, section 167 or 168.

☐ Yes ☒ No

The seller has been given a notice or order, that remains in effect, from a local, State or Commonwealth government, a court or tribunal, or other competent authority, requiring work to be done or money to be spent in relation to the property.

☐ Yes ☒ No

If Yes, a copy of the notice or order must be given by the seller.

Building Energy Efficiency Certificate

If the property is a commercial office building of more than 1,000m², a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.

Asbestos

The seller does not warrant whether asbestos is present within buildings or improvements on the property. Buildings or improvements built before 1990 may contain asbestos. Asbestos containing materials (ACM) may have been used up until the early 2000s. Asbestos or ACM may become dangerous when damaged, disturbed, or deteriorating. Information about asbestos is available at the Queensland Government Asbestos Website (asbestos.qld.gov.au) including common locations of asbestos and other practical guidance for homeowners.

Part 5 – Rates and services

WARNING TO BUYER – The amount of charges imposed on you may be different to the amount imposed on the seller.

Rates

Whichever of the following applies—

The total amount payable* for all rates and charges (without any discount) for the property as stated in the most recent rate notice is:

Amount: \$576.15

Date Range: 01/04/2026 to 30/6/2026

OR

The property is currently a rates exempt lot.** ☐

OR

The property is not rates exempt but no separate assessment of rates ☐ is issued by a local government for the property.

*Concessions: A local government may grant a concession for rates. The concession will not pass to you as buyer unless you meet the criteria in section 120 of the *Local Government Regulation 2012* or section 112 of the *City of Brisbane Regulation 2012*.

** An exemption for rates applies to particular entities. The exemption will not pass to you as buyer unless you meet the criteria in section 93 of the *Local Government Act 2009* or section 95 of the *City of Brisbane Act 2010*.

Water

Whichever of the following applies—

The total amount payable as charges for water services for the property as indicated in the most recent water services notice* is:

Amount: \$387.07

Date Range: 16/01/2026 to 20/04/2026

OR

There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is:

Amount:

Date Range:

* A water services notices means a notice of water charges issued by a water service provider under the *Water Supply (Safety and Reliability) Act 2008*.

Part 6 – Community titles schemes and BUGTA schemes

(If the property is part of a community titles scheme or a BUGTA scheme this Part must be completed)

WARNING TO BUYER – If the property is part of a community titles scheme or a BUGTA scheme and you purchase the property, you will become a member of the body corporate for the scheme with the right to participate in significant decisions about the scheme and you will be required to pay contributions towards the body corporate's expenses in managing the scheme. You will also be required to comply with the by-laws. By-laws will regulate your use of common property and the lot.

For more information about living in a body corporate and your rights and obligations, contact the Office of the Commissioner for Body Corporate and Community Management.

Body Corporate and Community Management Act 1997

The property is included in a community titles scheme.
(If Yes, complete the information below)

☒ **Yes** ☐ **No**

Community Management Statement

A copy of the most recent community management statement for the scheme as recorded under the *Land Title Act 1994* or another Act is given to the buyer.

☒ **Yes**

Note—If the property is part of a community titles scheme, the community management statement for the scheme contains important information about the rights and obligations of owners of lots in the scheme including matters such as lot entitlements, by-laws and exclusive use areas.

Body Corporate Certificate

A copy of a body corporate certificate for the lot under the *Body Corporate and Community Management Act 1997*, section 205(4) is given to the buyer.

☒ **Yes** ☐ **No**

If **No**— An explanatory statement is given to the buyer that states:

☐ **Yes**

- » a copy of a body corporate certificate for the lot is not attached; and
- » the reasons under section 6 of the *Property Law Regulation 2024* why the seller has not been able to obtain a copy of the body corporate certificate for the lot.

Statutory Warranties

Statutory Warranties—If you enter into a contract, you will have implied warranties under the *Body Corporate and Community Management Act 1997* relating to matters such as latent or patent defects in common property or body corporate assets; any actual, expected or contingent financial liabilities that are not part of the normal operating costs; and any circumstances in relation to the affairs of the body corporate that will materially prejudice you as owner of the property. There will be further disclosure about warranties in the contract.

Building Units and Group Titles Act 1980

The property is included in a BUGTA scheme
(If Yes, complete the information below)

☐ **Yes** ☒ **No**

Body Corporate Certificate

A copy of a body corporate certificate for the lot under the *Building Units and Group Titles Act 1980*, section 40AA(1) is given to the buyer.

☒ **Yes** ☐ **No**

If **No**— An explanatory statement is given to the buyer that states:

☐ **Yes**

- » a copy of a body corporate certificate for the lot is not attached; and
- » the reasons under section 7 of the *Property Law Regulation 2024* why the seller has not been able to obtain a copy of the body corporate certificate for the lot.

Note—If the property is part of a BUGTA scheme, you will be subject to by-laws approved by the body corporate and other by-laws that regulate your use of the property and common property.

Signatures – SELLER

Signed by:

Signature of seller

19/6/2026

Signed by:

Signature of seller

19/6/2026

Anthony Michael Zveglic

Name of Seller

Wendy Rocio Zveglic

Name of Seller

Date

Date

Signatures – BUYER

By signing this disclosure statement the buyer acknowledges receipt of this disclosure statement before entering into a contract with the seller for the sale of the lot.

Signature of buyer

Signature of buyer

Name of buyer

Name of buyer

Date

Date



Current Title Search

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference:	51192445	Search Date:	17/06/2026 11:40
Date Title Created:	13/08/2019	Request No:	56549848
Previous Title:	13635170		

ESTATE AND LAND

Estate in Fee Simple

LOT 18 SURVEY PLAN 293780

Local Government: MORETON BAY

COMMUNITY MANAGEMENT STATEMENT 52891

REGISTERED OWNER

Dealing No: 719648830 30/09/2019

ANTHONY MICHAEL ZVEGLIC

WENDY ROCIO ZVEGLIC

JOINT TENANTS

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10771167 (ALLOT 12 SUBN SEC 17)
2. MORTGAGE No 723553607 23/09/2024 at 15:24
QUDOS MUTUAL LTD A.C.N. 087 650 557

ADMINISTRATIVE ADVICES

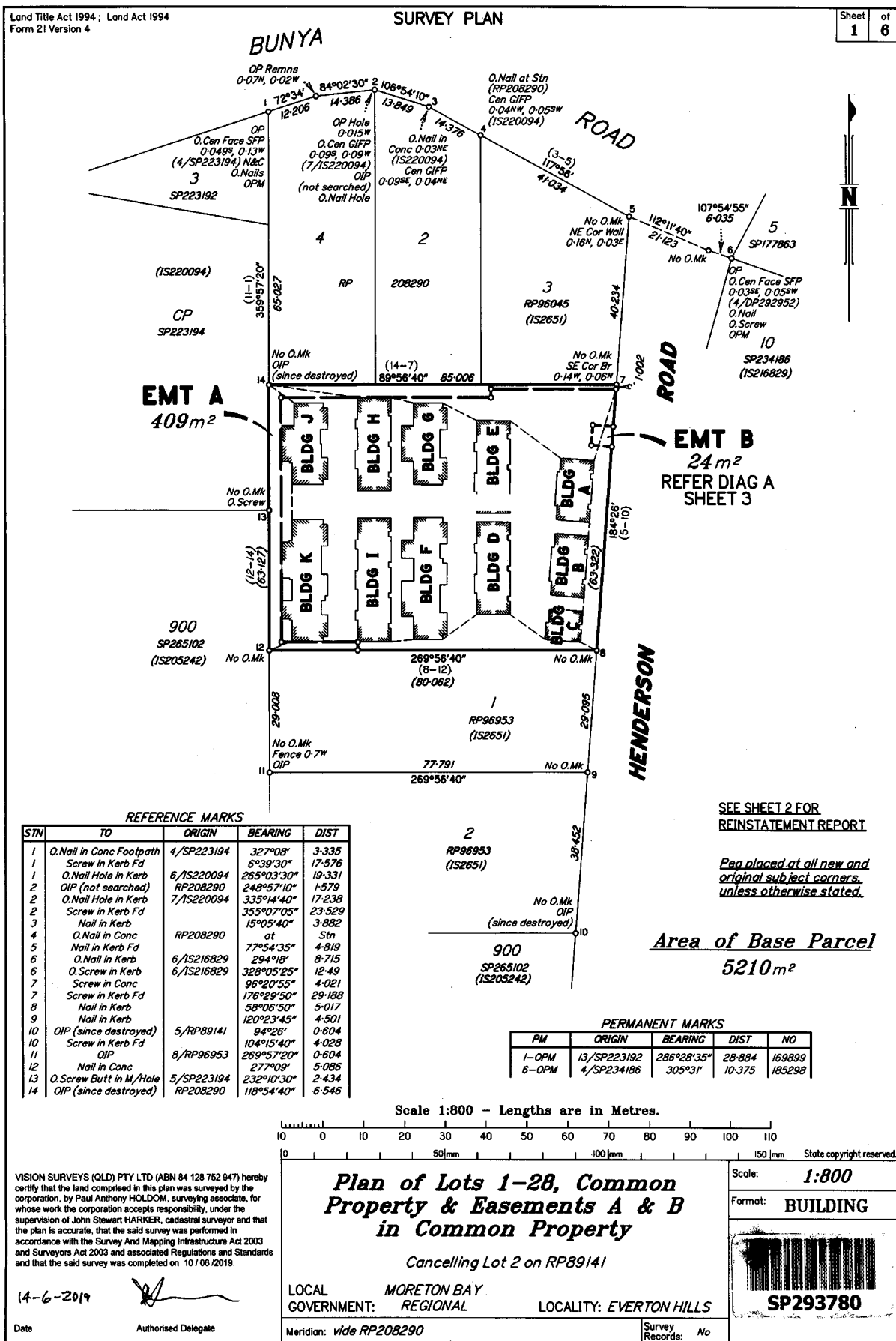
NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **



Land Title Act 1994; Land Act 1994
Form 21B Version 1**719552464**\$3267.00
07/08/2019 09:27**BE 400 NT**

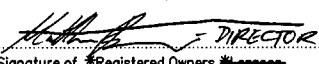
1. Certificate of Registered Owners or Lessees.

+/We **CITIMAX HENDERSON PTY LTD**
A.C.N. 616 130 806

(Names in full)

* as Registered Owners of this land agree to this plan and dedicate the Public Use
Land as shown hereon in accordance with Section 50 of the Land Title Act 1994.

* as Lessees of this land agree to this plan.


Signature of *Registered Owners *LesseesCitimax Henderson Pty Ltd ACN 616 130806
by its duly constituted attorney James Robert
Labor under power of Attorney no.
719007092

* Rule out whichever is inapplicable

2. Planning Body Approval.

* **MORETON BAY REGIONAL COUNCIL**

hereby approves this plan in accordance with the:

* **PLANNING ACT 2016**

Dated this

5th day of **AUGUST 2019****GLENN HAMMILL**
DELEGATED OFFICER# **ACTING TEAM LEADER PLANNING**

* Insert the name of the Planning Body.

Insert designation of signatory or delegation

% Insert applicable approving legislation.

3. Plans with Community Management Statement:

CMS Number: **52891**Name: **"ATTICUS TOWNHOMES" C.T.S.**

4. References:

Dept File: **DA/33348/**
Local Govt: **2016/324**
Surveyor: **16470****WARNING : Folded or Mutilated Plans will not be accepted.**
Plans may be rolled.
Information may not be placed in the outer margins.Sheet
2 of
6

5. Lodged by

(Include address, phone number, reference, and Lodger Code)

Existing		Created		
Title Reference	Description	New Lots	Road	Secondary Interests
13635170	Lot 2 on RP89141	1-28 & Common Property	*	Emts A & B

MORTGAGE ALLOCATIONS

Mortgage	Lots Fully Encumbered	Lots Partially Encumbered
717837566	1-28	-

Reinstatement Report:

- Plans Searched: IS2651, IS205242, IS216829, RP89141, RP96045, RP96953, RP105608, RP145175, RP208290, SL10424, DP292952, SP177863, SP223192, SP223194, SP234186, SP265102.
- The reinstatement of boundaries along Bunya Road between Stns 1 - 6 have been derived from original reference marks, occupations and boundary corners at Stns 1, 2, 3, 4, 5 and 6. Dimensions agree with RP208290, SP223192, IS220094, DP292952, SP234186 and deed survey plan RP89141.
- Bearing and Distance between Stns 5 - 10 (Henderson Road Boundary) have been derived from the original OIP at Stn 10 and from deed distances between Stns 5, 7, 8 & 9 as per deed survey plans RP96045, RP89141 and RP96953. An excess of 0.029 is noted between Stns 9 and 10.
- Bearing and Distances between Stns 1 - 11 has been fixed by original reference marks at Stns 1, 14, 13 and 11. Dimensions agree with deed survey plans RP208290, RP89141 and RP96953.
- Dimensions on lines 14 - 7, 8 - 12 and 9 - 11 are all parallel as per deed survey plan RP89141. Bearings agree with RP208290.

Development Approval: 4 July 2017

9. Building Format Plans only.

I certify that:

- * As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road;

~~* Part of the building shown on this plan encroaches onto adjoining lots and road~~Cadastral Surveyor/Director Date **14-6-19**

* delete words not required

10. Lodgement Fees:

Survey Deposit	\$
Lodgement	\$
New Titles	\$
Photocopy	\$
Postage	\$
TOTAL	\$

11. Insert
Plan
Number**SP293780**1-28 & Common
PropertyAllot 12
Subn Sec 17

Lots

Orig

7. Orig Grant Allocation:

8. Passed & Endorsed:

By: **Vision Surveys Pty Ltd**
Date: **14-6-19**
Signed: 
Designation:

18470

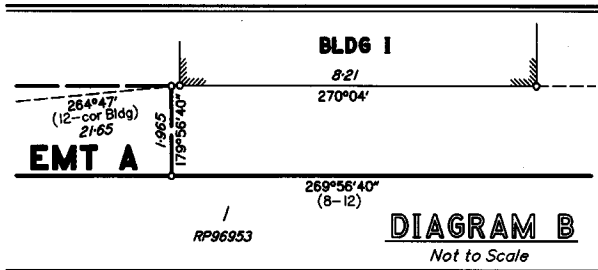
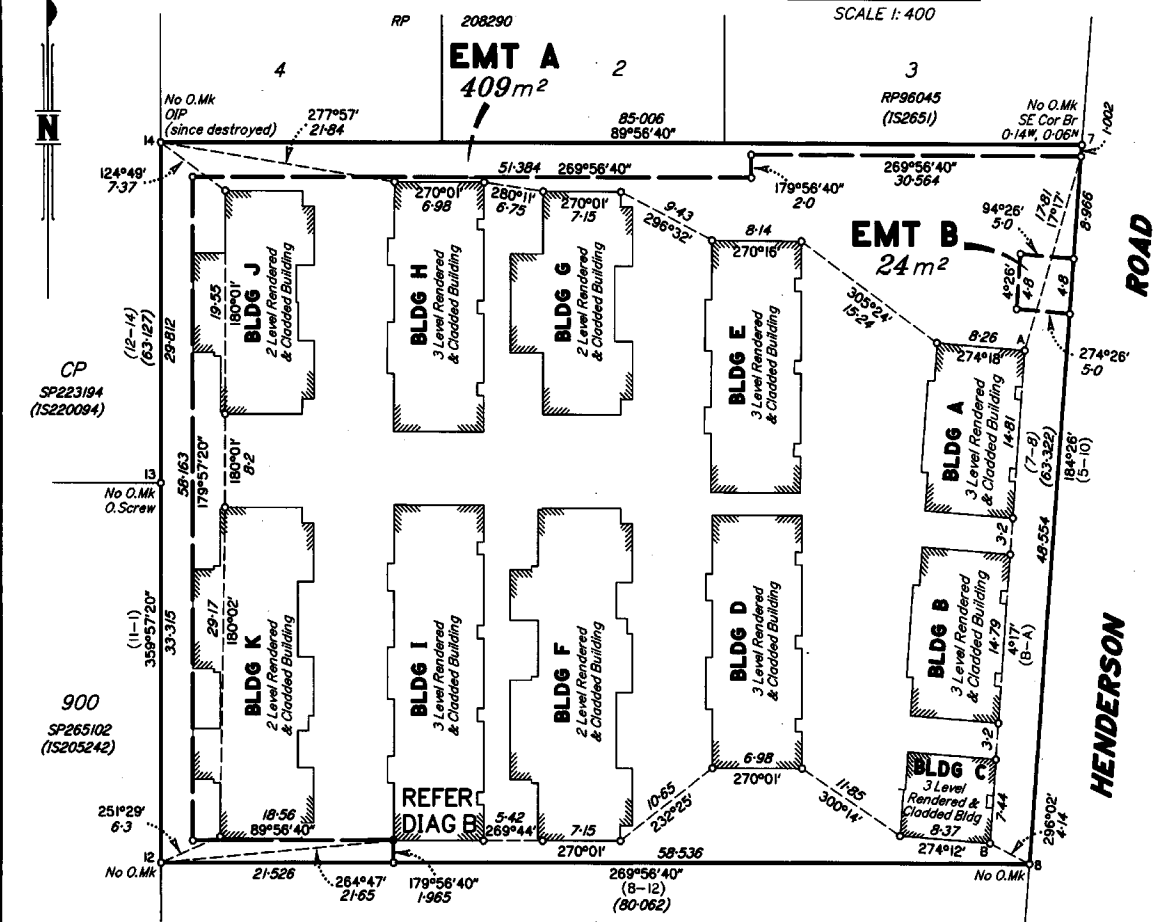
Land Title Act 1994 ; Land Act 1994
Form 21A Version 1

ADDITIONAL SHEET

Sheet 3 of 6

DIAGRAM A

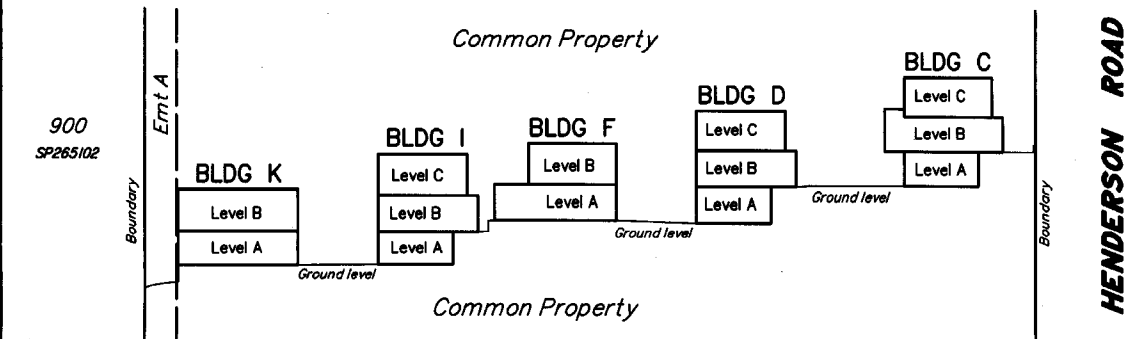
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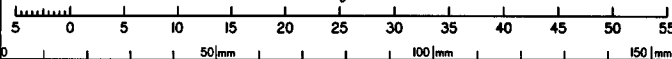
LATERAL ASPECT

(Viewed from the South)

Scale 1:400



Scale 1: 400 - Lengths are in Metres.



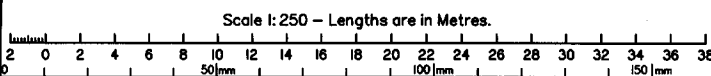
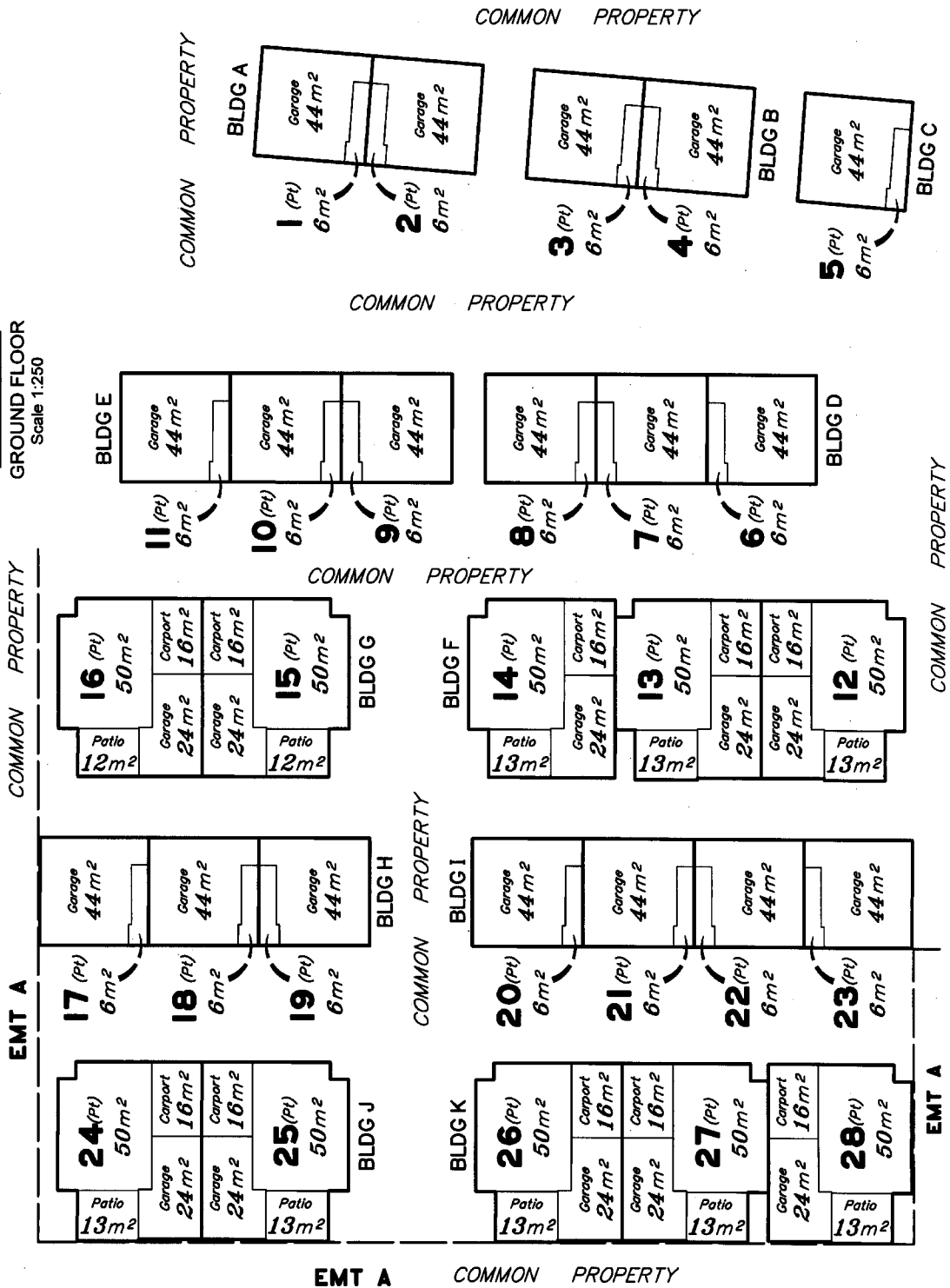
State copyright reserved.

Insert Plan Number
SP293780

18470

LEVEL A

GROUND FLOOR
Scale 1:250



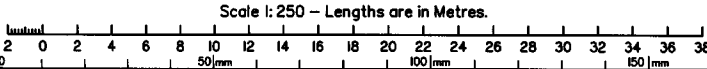
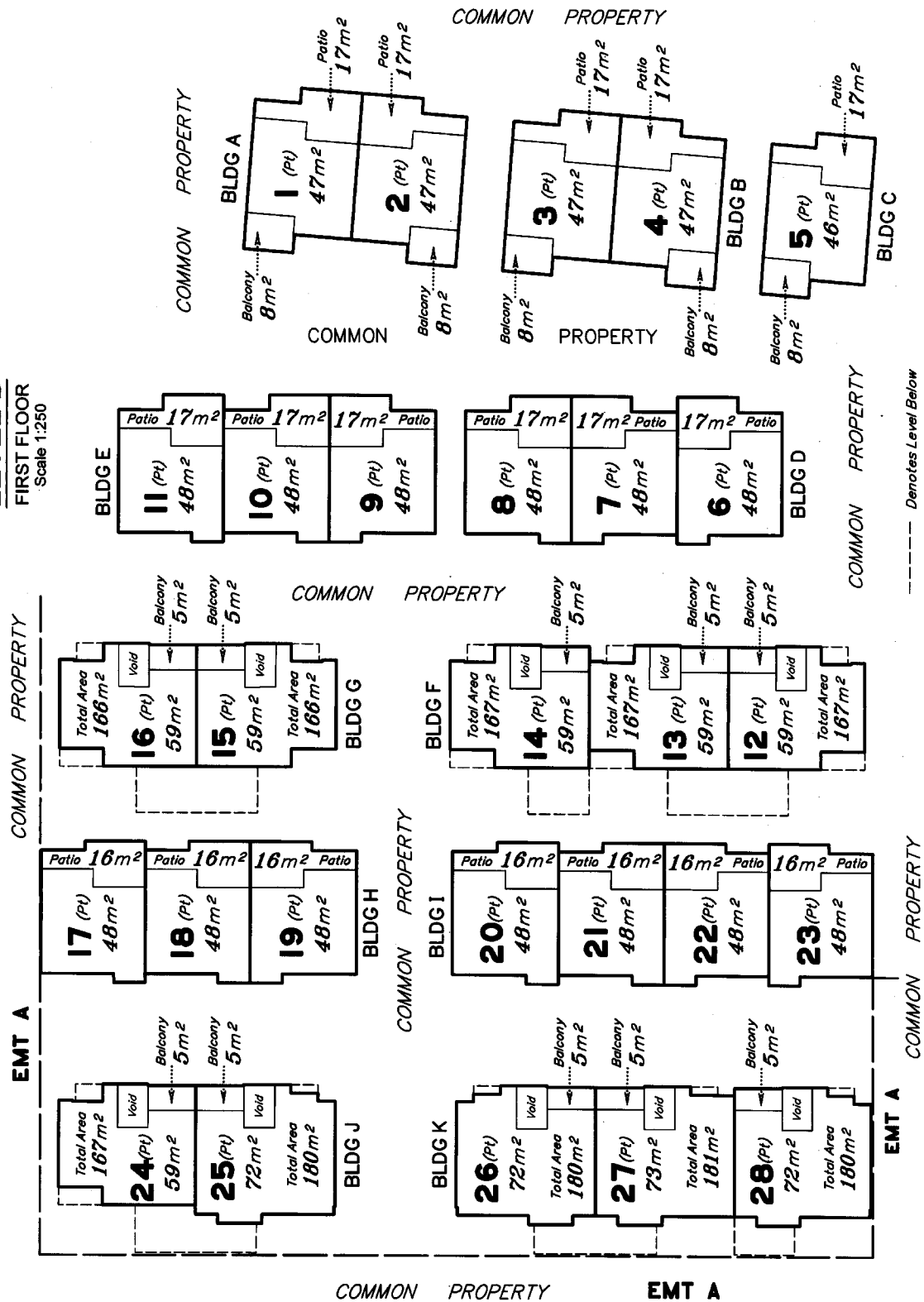
State copyright reserved.

Insert Plan Number
SP293780

18470

LEVEL B

FIRST FLOOR
Scale 1:250



State copyright reserved.

Insert Plan Number
SP293780

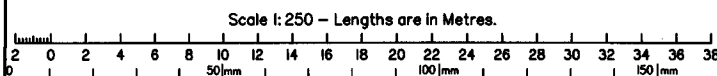
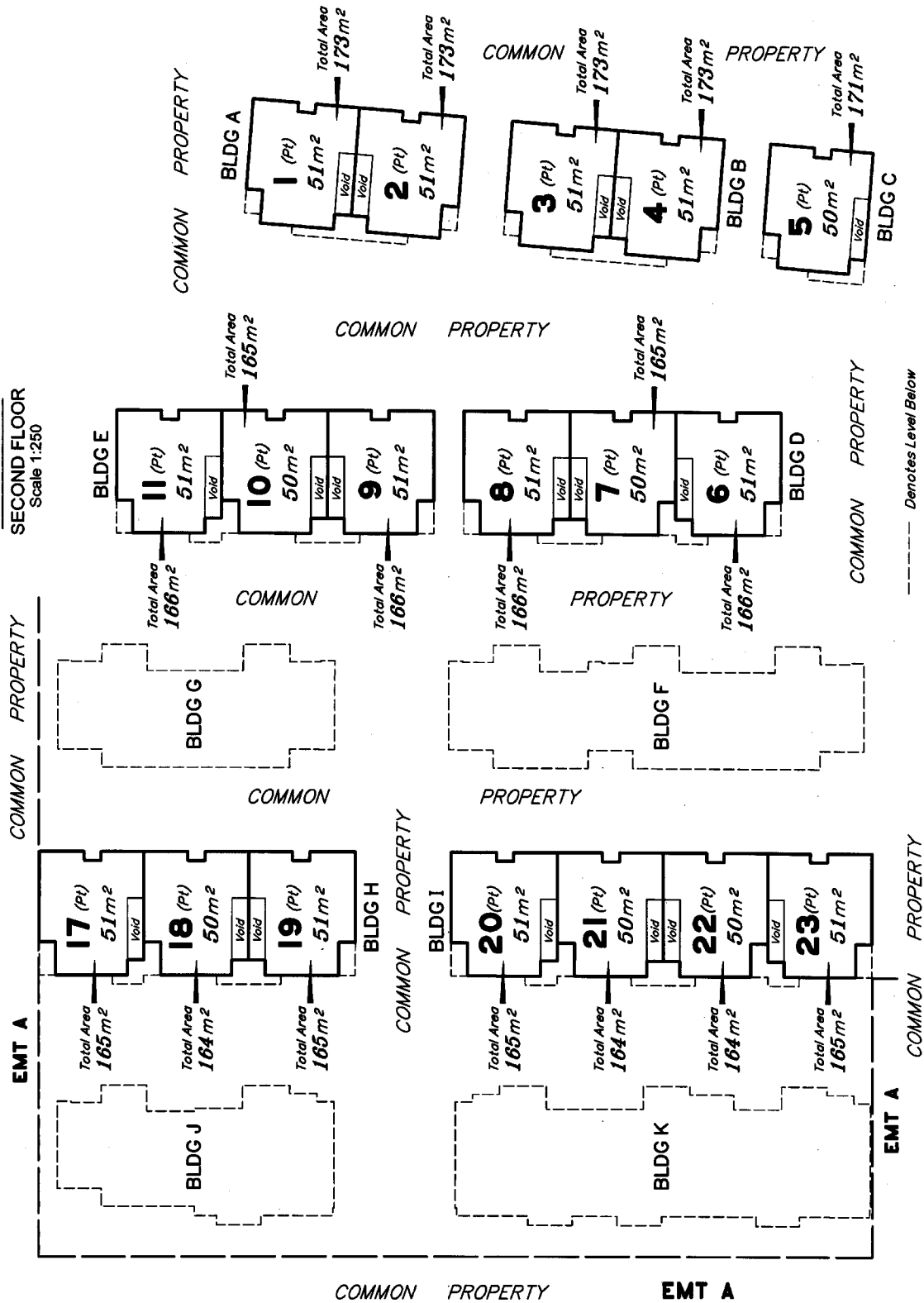
16470

Land Title Act 1994; Land Act 1994
Form 21A Version 1

ADDITIONAL SHEET

Sheet 6 of 6

LEVEL C
SECOND FLOOR
Scale 1:250



State copyright reserved.

Insert Plan Number
SP293780

16470



Department of Transport and Main Roads

Property Search - Advice to Applicant

Property Search reference **1025942**

Date: 17/06/2026

Search Request reference: **197675699**

Applicant details

Applicant: Bond Lawyers

contact@bondc.com.au

Buyer: Sellers Disclosure

Search response:

Your request for a property search on Lot 18 on Plan SP293780 at 18/33 HENDERSON ROAD, EVERTON HILLS QLD 4053 has been processed.

At this point in time the Department of Transport and Main Roads has no land requirement from the specified property.

Note:

1. Development proposed on this property may require approval under the Planning Act. This may include referral to the State Assessment and Referral Agency for assessment of the impacts to state transport corridors and infrastructure.
2. New or changed access between this property and a state transport corridor will require approval under the Transport Infrastructure Act.
3. To see what other State Government planning has been identified in your area, please refer to the online DA Mapping system. Refer to the State Transport interests under the SARA layers to identify what interests TMR has in your locality.
< <https://planning.dsdmip.qld.gov.au/maps/sara-da> >
4. Any properties located in proximity to a current or future State transport corridor may be affected by noise. For existing corridors, refer to the online SPP interactive mapping system. Select the Information Purposes and refer to the Transport Infrastructure. If the property is located in a mandatory transport noise corridor then Mandatory Part 4.4 of the Queensland Development Code will apply.
< <https://planning.dsdmip.qld.gov.au/maps/spp> >

Disclaimer:

Any information supplied by this Department of Transport and Main Roads' (TMR) property search is provided on the basis that you will use your own judgement to independently evaluate, assess and verify the information's completeness, suitability, purpose and usefulness.

Without limitation, TMR is under no liability for any negligence, claim, loss or damage (including consequential or indirect loss or lost time, profits, savings, contracts, revenue, interest, business opportunities, goodwill or damage to reputation) however caused (whether by negligence or otherwise) that may be suffered or incurred or that may arise directly or indirectly out of any act or omission on its part in connection with the use and reliance upon, and the provision of this property search, including loss or damage caused by any delays in providing this property search to the party who requested the information or any errors, misdescriptions, incompleteness and inaccuracies in the information. TMR excludes all warranties, representations, terms, conditions and undertaking in respect of the completeness, quality, accuracy, suitability or fitness of the information contained in this property search for your purpose. You acknowledge that the information provided is indicative only and may be subject to change.

Privacy Statement:

The personal information collected on this property search is required to enable TMR to communicate with you regarding your enquiry. The information recorded will not be disclosed to a third party without your consent or unless required or authorised to do so by law.



Department of the Environment, Tourism, Science and Innovation (DETSI)
ABN 46 640 294 485
GPO Box 2454, Brisbane QLD 4001, AUSTRALIA
www.detsi.qld.gov.au

SEARCH RESPONSE
ENVIRONMENTAL MANAGEMENT REGISTER (EMR)
CONTAMINATED LAND REGISTER (CLR)

InfoTrack
PO Box 10314 Adelaide St
Brisbane QLD QLD 4001

Transaction ID: 51167119 EMR Site Id: 17 June 2026
Cheque Number:
Client Reference:

This response relates to a search request received for the site:

Lot: 18 Plan: SP293780
18/33 HENDERSON RD
EVERTON HILLS

EMR RESULT

The above site is NOT included on the Environmental Management Register.

CLR RESULT

The above site is NOT included on the Contaminated Land Register.

ADDITIONAL ADVICE

All search responses include particulars of land listed in the EMR/CLR when the search was generated.
The EMR/CLR does NOT include:-

1. land which is contaminated land (or a complete list of contamination) if DETSI has not been notified
2. land on which a notifiable activity is being or has been undertaken (or a complete list of activities) if DETSI has not been notified

If you have any queries in relation to this search please email emr.clr.registry@detsi.qld.gov.au

Administering Authority



LOTSEARCH
Spatial Intelligence | Mapping Risk

LOTSEARCH REFERENCE
LS142596_DH

REPORT DATE
17 Jun 2026 11:42:41

CLIENT ID
197675704

COUNCIL
Moreton Bay City

Seller Disclosure - Heritage



This report provides information on whether the property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List under the *Environment Protection and Biodiversity Conservation Act 1999 (Cwlth)*. It is designed to support the requirement under the **Property Law Regulation 2024** to disclose whether the property is affected by the aforementioned heritage acts under **Part 3 - Land use, planning and environment** of the **QLD Seller Disclosure Statement**.



Heritage No Records Identified

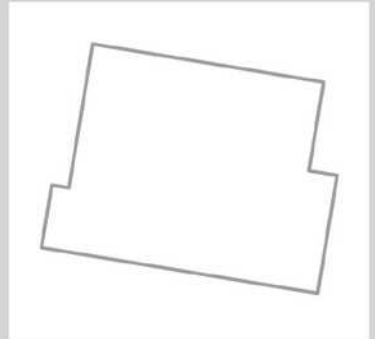
The results below are based on the *Property Law Regulation 2024* and a search of heritage records under:

- the *Queensland Heritage Act 1992* as
 - an entry in the Queensland Heritage Register (QHR) as a Queensland heritage place
 - a current QHR application
 - an excluded place from entry in the QHR
- the *Environment Protection and Biodiversity Conservation Act 1999* as
 - an inclusion on the World Heritage List

Click Place ID for further information (where available).

Classification	Site	Date Entered	Place ID
No records identified			

LOT/PLAN
Lot 18, SP293780



THINGS TO KNOW

This report does not replace the seller's responsibility to accurately complete the Seller Disclosure Statement.

CUSTOMER SUPPORT

✉ support@lotsearch.com.au

🌐 lotsearch.com.au



LOTSEARCH
Spatial Intelligence | Mapping Risk

Seller Disclosure - Heritage

Dataset Listing

The results in this report are based upon the following datasets only:

Dataset Name	Custodian	Supply Date	Currency Date	Update Frequency
Queensland Heritage Register	QLD Department of Environment, Tourism, Science and Innovation	01/06/2026	13/01/2026	Monthly
Queensland Heritage Register Applications	QLD Government	16/06/2026	28/05/2026	Weekly
Queensland Heritage Register Excluded Places	QLD Department of Environment, Tourism, Science and Innovation	12/05/2026	12/05/2026	Quarterly
World Heritage List	Australian Department of Climate Change, Energy, the Environment and Water	15/06/2026	17/03/2026	Monthly

Useful Contacts

Lotsearch Pty Ltd
www.lotsearch.com.au
support@lotsearch.com.au

QLD Government
<https://www.qld.gov.au/environment/land/heritage>
13 QGOV (13 74 68)

Moreton Bay City
<http://www.moretonbay.qld.gov.au/>
council@moretonbay.qld.gov.au
(07) 3205 0555

[Click for 'Use of Report - Applicable Terms'](#)

Disclaimer:

The purpose of this report is to provide a search of publicly available heritage records for the site, to support disclosure requirements under the Property Law Regulation 2024 and assist the completion of Part 3 - Land use, planning and environment, of the QLD Seller Disclosure Statement.

The report does not replace your responsibility to undertake the accurate identification and disclosure of information relevant to the matters outlined in the Seller Disclosure Statement.

The report does not constitute advice. The report is not a substitute for an on-site inspection or review of other available reports and records. The report is not intended to be, and should not be taken to be, a rating or assessment of the desirability or market value of the property or its features. You should obtain independent advice from a suitably qualified professional or legal practitioner before you make any decision based on the information within the report. You understand that Lotsearch has defined the site by reference to lot and plan information supplied in the order. You accept that Lotsearch may amend some of the information supplied in the order, to identify the relevant site for the report.

Information provided by public authorities is constantly changing. This report is based on data listed in the Dataset Listing table and reflects a point in time position based on the datasets supplied on the dates given in the report. Report content may change over time. You should always seek an up-to-date report before relying on any of the content.

A link to the detailed terms applicable to the use of this report is available above.

Queensland Heritage Act 1992
Section 33(1)(b) Certificate of Affect

Certificate number:	COA-008219	Result number	1 of 1
Date of issue:	17-Jun-2026	Receipt No:	7085737
Client Reference	36957		
Requested by:	InfoTrack PTY LTD PO Box 10314, Adelaide Street Brisbane QLD 4001 qldsearching@infotrack.com.au 30404010		

This is a certificate issued under section 33(1)(b) of the *Queensland Heritage Act 1992* (Heritage Act) as to whether a place or area is affected by: entry in the Queensland Heritage Register (QHR) as a State heritage place or protected area, a heritage agreement, a current QHR application, or is excluded from entry in the QHR.

RESULT

This response certifies that the place identified as:

Place Ref: None

Place Name: None

Lot: 18 Plan: SP293780

Located at:

is neither on the QHR nor the subject of a QHR application under the Heritage Act.

ADDITIONAL ADVICE

Note: This certificate is valid at the date of issue only

If you have any queries in relation to this search, please contact the Planning and Heritage Branch on 13 QGOV (137 468) or heritage@detsi.qld.gov.au.

Issued by the Chief Executive's delegate under the *Queensland Heritage Act 1992*

InfoTrack

From: searches@qcat.qld.gov.au [searches@qcat.qld.gov.au]
Sent: Wednesday, 17 June 2026 3:17 PM
To: InfoTrack QLD Property Services
Subject: RE: QCAT Search & Copy - 36957

EXTERNAL EMAIL: DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Queensland Civil and Administrative Tribunal

Register of Proceedings

A request has been made for a copy of any part of the Register of Proceedings kept by the Tribunal in accordance with section 229 of the *Queensland Civil and Administrative Tribunal Act 2009* that relates to the following name:

WENDY ZVEGLIC

You have requested a search of the Register of Proceedings kept by the Tribunal in accordance with section 229 of the Queensland Civil and Administrative Tribunal Act 2009. This search has been limited to proceedings related to neighbour disputes, being proceedings commenced under the following Acts: • Building Act 1975, Chapter 8, Part 2A (dividing fences that are also pool barriers) • Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 • Queensland Civil and Administrative Tribunal Act 2009, Chapter 2, Part 1, Division 2 (minor civil disputes for debt or liquidated demand of money related to dividing fences or trees)

A search has been conducted of the Register of Proceedings for that name. The Register of Proceedings does not contain any information relating to that name.

This information is current as at 4/6/2026.

Queensland Civil and Administrative Tribunal

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It is your responsibility to ensure that this email does not contain and is not affected by computer viruses, defects or interferences by third parties or replication problems.

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It is your responsibility to ensure that this email does not contain and is not affected by computer viruses, defects or interferences by third parties or replication problems.

Case types / Tree and fence disputes / Tree orders register

Tree orders register

The tree orders register shows orders affecting land made under the Neighbourhood Dispute (Dividing Fences and Trees) Act 2011, including who is responsible for carrying out the order and the timeframe.

You can search for a tree order by entering a suburb, street name, order name (e.g. NDR019) or the name of the applicant or respondent in the matter.

The tree orders register shows orders affecting land made under the *Neighbourhood Dispute (Dividing Fences and Trees) Act 2011*, including who is responsible for carrying out the order and the timeframe.

Orders are added to the register within 14 days of the order being made. The tree register does not list tree dispute applications or pending proceedings. To identify existing applications, you can request a [search of the register of proceedings](#).

No results found.

Search for

Submit

Last updated: 24 March 2026



**Better communities.
The Whittles way.**

357 Logan Road
Greenslopes QLD 4120

07 3917 6300
whittles.com.au

Whittles Brisbane Pty Ltd
ABN 18 116 746 340

18/06/26

INFOTRACK
PO BOX 10314, ADELAIDE STREET
BRISBANE, QLD, 4001

Dear Sir/Madam

Please find attached the Information Certificate as requested for Lot 18 "ATTICUS TOWNHOMES CTS 52891", 33 HENDERSON ROAD, EVERTON HILLS. Your reference 36957.

Specific Information To This Lot:

Upon settlement please ensure that a BCCM Form 8 is promptly supplied to Whittles at info.brisbane@whittles.com.au to ensure invoices are sent to the correct address.

Please include the buyer's current postal address, email address and phone numbers if possible and also if the property is being let the rental agent's details and where levy notices should be sent.

Yours faithfully

A stylized, handwritten signature in black ink, appearing to read "Rhys Hamilton".

Rhys Hamilton
Body Corporate Manager



Body corporate certificate

Body Corporate and Community Management Act 1997, section 205(4)

This form is effective from 1 August 2025

For the sale of a lot included in a community titles scheme under the Body Corporate and Community Management Act 1997 (other than a lot to which the Body Corporate and Community Management (Specified Two-lot Schemes Module) Regulation 2011 applies).

WARNING - Do not sign a contract to buy a property in a community titles scheme until you have read and understood the information in this certificate. Obtain independent legal advice if needed.

You may rely on this certificate against the body corporate as conclusive evidence of matters stated in the certificate, except any parts where the certificate contains an error that is reasonably apparent.

This certificate contains important information about the lot and community titles scheme named in the certificate, including:

- becoming an owner and contacting the body corporate ..Page 2
- details of the property and community titles scheme ..Page 3
- by-laws and exclusive use areas ..Page 4
- lot entitlements and financial information ..Page 5
- owner contributions and amounts owing ..Page 6
- common property and assets ..Page 8
- insurance ..Page 9
- contracts and authorisations ..Page 10

This certificate does not include information about:

- physical defects in the common property or buildings in the scheme;
- body corporate expenses and liabilities for which the body corporate has not fixed contributions;
- current, past or planned body corporate disputes or court actions;
- orders made against the body corporate by an adjudicator, a tribunal or a court;
- matters raised at recent committee meetings or body corporate meetings; or
- the lawful use of lots, including whether a lot can be used for short-term letting.

Search applicable planning laws, instruments and documents to find out what your lot can be used for. If you are considering short-term letting your lot, contact your solicitor, the relevant local government or other planning authority to find out about any approvals you will need or if there are any restrictions on short-term letting. It is possible that lots in the community titles scheme are being used now or could in future be used lawfully or unlawfully for short-term or transient accommodation.

The community management statement

Each community titles scheme has a community management statement (CMS) recorded with Titles Queensland, which contains important information about the rights and obligations of the owners of lots in the scheme. The seller must provide you with a copy of the CMS for the scheme before you sign a contract.

The Office of the Commissioner for Body Corporate and Community Management

The Office of the Commissioner for Body Corporate and Community Management provides an information and education service and a dispute resolution service for those who live, invest or work in community titles schemes. Visit www.qld.gov.au/bodycorporate.

You can ask for a search of adjudicators orders to find out if there are any past or current dispute applications lodged for the community titles scheme for the lot you are considering buying www.qld.gov.au/searchofadjudicatorsorders.

The information in this certificate is issued on 18/06/2026.

Becoming an owner

When you become an owner of a lot in a community titles scheme, you:

- automatically become a member of the body corporate and have the right to participate in decisions about the scheme;
- must pay contributions towards the body corporate's expenses in managing the scheme; and
- must comply with the body corporate by-laws.

You must tell the body corporate that you have become the owner of a lot in the scheme within 1 month of settlement. You can do this by using the BCCM Form 8 - Information for body corporate roll. Fines may apply if you do not comply.

How to get more information

You can inspect the body corporate records which will provide important information about matters not included in this certificate. To inspect the body corporate records, you can contact the person responsible for keeping body corporate records (see below), or you can engage the services of a search agent. Fees will apply.

Planning and development documents can be obtained from the relevant local government or other planning authority. Some relevant documents, such as the development approval, may be available from the body corporate, depending on when and how the body corporate was established.

Contacting the body corporate

The body corporate is an entity made up of each person who owns a lot within a community titles scheme.

Name and number of the community titles scheme (Example - Seaview CTS 1234)

ATTICUS TOWNHOMES CTS 52891

Body corporate manager

Bodies corporate often engage a body corporate manager to handle administrative functions.

Is there a body corporate manager for the scheme?

YES. The body corporate manager is:

Whittles Brisbane Pty Ltd
Rhys Hamilton
PO Box 709
Coorparoo QLD 4151
info.brisbane@whittles.com.au
07 3917-6300

Accessing records

Who is currently responsible for keeping the body corporate's records?

☒ The body corporate manager named above.

Property and community titles scheme details

Lot and plan details

Lot Number: 18

Plan type and number: SP293780

Plan of subdivision: ☐ Standard Format ☒ Building Format ☐ Volumetric Format

The plan of subdivision applying to a lot determines maintenance and insurance responsibilities

Regulation module

There are 5 regulation modules for community titles schemes in Queensland. The regulation module that applies to the scheme determines matters such as the length of service contracts and how decisions are made.

More information is available from www.qld.gov.au/buyingbodycorporate.

The regulation module that applies to this scheme is the:

☒ Accommodation Module

NOTE: If the regulation module that applies to the scheme is the Specified Two-lot Schemes Module, then BCCM Form 34 should be used.

Layered arrangements of community titles schemes

A layered arrangement is a grouping of community titles schemes, made up of a principal scheme and one or more subsidiary schemes. Find more information at www.qld.gov.au/buyingbodycorporate.

Is the scheme part of a layered arrangement of community titles schemes?

☐ Yes

☒ No

If yes, you should investigate the layered arrangement to obtain further details about your rights and obligations. The name and number of each community titles scheme part of the layered arrangement should be listed in the community management statement for the scheme given to you by the seller.

Building management statement

A building management statement is a document, which can be put in place in certain buildings, that sets out how property and shared facilities are accessed, maintained and paid for by lots in the building. It is an agreement between lot owners in the building that usually provides for supply of utility services, access, support and shelter, and insurance arrangements. A lot can be constituted by a community titles scheme's land.

Does a building management statement apply to the community titles scheme?

☐ Yes

☒ No

If yes, you can obtain a copy of the statement from Titles Queensland: ww.titlesqld.com.au. You should seek legal advice about the rights and obligations under the building management statement before signing the contract - for example, this can include costs the body corporate must pay in relation to shared areas and services.

By-laws and exclusive use areas

The body corporate may make by-laws (rules) about the use of common property and lots included in the community titles scheme. You must comply with the by-laws for the scheme. By-laws can regulate a wide range of matters, including noise, the appearance of lots, carrying out work on lots (including renovations), parking, requirements for body corporate approval to keep pets, and whether smoking is permitted on outdoor areas of lots and the common property. However, by-laws cannot regulate the type of residential use of lots that may lawfully be used for residential purposes. You should read the by-laws before signing a contract.

What by-laws apply?

The by-laws that apply to the scheme are specified in the community management statement for the scheme provided to you by the seller.

The community management statement will usually list the by-laws for the scheme. If the statement does not list any by-laws, Schedule 4 of the Body Corporate and Community Management Act 1997 will apply to the scheme.

In some older schemes, the community management statement may state that the by-laws as at 13 July 2000 apply. In these cases, a document listing the by-laws in consolidated form must be given with this certificate.

General by-laws

☒ The community management statement includes the complete set of by-laws that apply to the scheme.

☐ The community management statement specifies the by-laws in Schedule 4 of the Body Corporate and Community Management Act 1997 apply to the scheme.

☐ A consolidated set of the by-laws for the scheme is given with this certificate.

Exclusive use areas

Individual lots may be granted exclusive use of common property or a body corporate asset, for example, a courtyard, car park or storage area. The owner of a lot to whom exclusive use rights are given will usually be required to maintain the exclusive use area unless the exclusive use by-law or other allocation of common property provides otherwise.

Are there any exclusive use by-laws or other allocations of common property in effect for the community titles scheme?

☒ Yes

☐ No

If yes, the exclusive use by-laws or other allocations of common property for the schemes are: (select all that apply)

☒ listed in the community management statement.

☐ given with this certificate.

Lot entitlements and financial information

Lot entitlements are used to determine the proportion of body corporate expenses each lot owner is responsible for. The community management statement contains two schedules of lot entitlements - a contribution schedule of lot entitlements and an interest schedule of lot entitlements, outlining the entitlements for each lot in the scheme. The contribution schedule lot entitlement for a lot (as a proportion of the total for all lots) is used to calculate the lot owner's contribution to most body corporate expenses, and the interest schedule lot entitlement for a lot (as a proportion of the total for all lots) is used to calculate the lot owner's contribution to insurance expenses in some cases. Lots may have different lot entitlements and therefore may pay different contributions to the body corporate's expenses.

You should consider the lot entitlements for the lot compared to the lot entitlements for other lots in the scheme before you sign a contract of sale.

Contribution schedule

Contribution schedule lot entitlement for the lot: 100

Total contribution schedule lot entitlements for all lots: 2788

Interest schedule

Interest schedule lot entitlement for the lot: 35

Total interest schedule lot entitlements for all lots: 999

Statement of accounts

☒ The most recent statement of accounts prepared by the body corporate for the notice of the annual general meeting for the scheme is given with this certificate.

Owner contributions (levies)

The contributions (levies) paid by each lot owner towards body corporate expenses is determined by the budgets approved at the annual general meeting of the body corporate.

You need to pay contributions to the body corporate's **administrative fund** for recurrent spending and the **sinking fund** for capital and non-recurrent spending.

If the Commercial Module applies to the community titles scheme, there may also be a promotion fund that owners of lots have agreed to make payments to.

WARNING: You may have to pay a special contribution if a liability arises for which no or inadequate provision has been made in the body corporate budgets.

The contributions payable by the owner of the lot that this certificate relates to are listed over the page.

Body corporate debts

If any contributions or other body corporate debt (including penalties or reasonably incurred recovery costs) owing in relation to the lot are not paid before you become the owner of the property, YOU WILL BE LIABLE TO PAY THEM TO THE BODY CORPORATE. Before signing the contract, you should make sure that the contract addresses this or provides for an appropriate adjustment at settlement.

Owner contributions and amounts owing

Administrative fund contributions

Total amount of contributions (before any discount) for lot 18 for the current financial year: \$2,080.00

Number of instalments: 4 (outlined below)

Monthly penalty for overdue contributions (if applicable): 0.00%

Discount for on-time payments (if applicable): 0.00%

Lot 00018 has no amounts currently payable.

Administrative Fund	Amount	Due Date	Discount	If Paid By	Date Paid
01/08/25 to 31/10/25	\$520.00	01/08/25	\$0.00	01/08/25	24/06/25
01/11/25 to 31/01/26	\$520.00	01/11/25	\$0.00	01/11/25	15/12/25
01/02/26 to 30/04/26	\$520.00	01/02/26	\$0.00	01/02/26	17/03/26
01/05/26 to 31/07/26	\$520.00	01/05/26	\$0.00	01/05/26	20/05/26
01/08/26 to 31/10/26 - interim	\$520.00	01/08/26	\$0.00	01/08/26	

Sinking fund contributions

Total amount of contributions (before any discount) for lot 18 for the current financial year: \$432.00

Number of instalments: 4 (outlined below)

Monthly penalty for overdue contributions (if applicable): 0.00%

Discount for on-time payments (if applicable): 0.00%

Lot 00018 has no amounts currently payable.

Sinking Fund	Amount	Due Date	Discount	If Paid By	Date Paid
01/08/25 to 31/10/25	\$108.00	01/08/25	\$0.00	01/08/25	24/06/25
01/11/25 to 31/01/26	\$108.00	01/11/25	\$0.00	01/11/25	15/12/25
01/02/26 to 30/04/26	\$108.00	01/02/26	\$0.00	01/02/26	17/03/26
01/05/26 to 31/07/26	\$108.00	01/05/26	\$0.00	01/05/26	20/05/26
01/08/26 to 31/10/26 - interim	\$108.00	01/08/26	\$0.00	01/08/26	

Special contributions (if ANY)

Date determined: (Access the body corporate records for more information).

Total amount of contributions (before any discount) for lot 18: \$576.00

Number of instalments: 4 (outlined below)

Monthly penalty for overdue contributions (if applicable): 0.00%

Discount for on-time payments (if applicable): 0.00%

Lot 00018 has no amounts currently payable.

Insurance Levies	Amount	Due Date	Discount	If Paid By	Date Paid
01/08/25 to 31/10/25	\$144.00	01/08/25	\$0.00	01/08/25	24/06/25
01/11/25 to 31/01/26	\$144.00	01/11/25	\$0.00	01/11/25	15/12/25
01/02/26 to 30/04/26	\$144.00	01/02/26	\$0.00	01/02/26	17/03/26
01/05/26 to 31/07/26	\$144.00	01/05/26	\$0.00	01/05/26	20/05/26
01/08/26 to 31/10/26 - interim	\$144.00	01/08/26	\$0.00	01/08/26	

Other amounts payable by the lot owner

For the current financial year there are:

- ☒ No other amounts payable for the lot.
☐ Amounts payable under exclusive use by-laws.
☐ Amounts payable under service agreements (that are not included in body corporate contributions for the lot).
☐ Other amounts payable.

Summary of amounts due but not paid by the current owner

At the date of this certificate:

- ☒ All payments for the lot are up to date.
☐ The following amounts are due but not yet paid for the lot.

Annual Contributions, Administration Fund	\$0.00
Annual Contributions, Sinking Fund	\$0.00
Special Contributions	\$0.00
Other Payments	\$0.00
Penalties	\$0.00
Total amount overdue	\$0.00

Common property and assets

When you buy a lot in a community titles scheme, you also own a share in the common property and assets for the scheme. Common property can include driveways, lifts and stairwells, and shared facilities. Assets can include gym equipment and pool furniture.

The body corporate is usually responsible for maintaining common property in a good and structurally sound condition. An owner is usually responsible for maintaining common property or assets that their lot has been allocated exclusive use of, or for maintaining improvements to common property or utility infrastructure that is only for the benefit of their lot. The body corporate may have additional maintenance responsibilities, depending on the plan of subdivision the scheme is registered under. For more information, visit www.qld.gov.au/buyingbodycorporate.

Sinking fund forecast and balance - maintenance and replacement of common property / assets

The body corporate must have a sinking fund to pay for future capital expenses, such as repairs or replacement of common property and assets. The body corporate must raise enough money in its sinking fund budget each year to provide for spending for the current year and to reserve an amount to meet likely spending for 9 years after the current year. If there is not enough money in the sinking fund at the time maintenance is needed, lot owners will usually have to pay additional contributions.

Prior to signing a contract, you should consider whether the current sinking fund balance is appropriate to meet likely future capital expenditure.

Does the body corporate have a current sinking fund forecast that estimates future capital expenses and how much money needs to be accumulated in the sinking fund?

- ☒ Yes - you can obtain a copy from the body corporate records.
☐ No

Current sinking fund balance (as at date of certificate): \$13,792.22CR

Improvements to common property the lot owner is responsible for

A lot owner may make improvements to the common property for the benefit of their lot if authorised by the body corporate or under an exclusive use by-law. The owner of the lot is usually responsible for maintenance of these improvements, unless the body corporate authorises an alternative maintenance arrangement or it is specified in the relevant by-law.

☒ There are no authorised improvements to the common property that the owner of the lot is responsible for maintaining in good condition.

☐ Details of authorised improvements to the common property that the owner of the lot is responsible for maintaining in good condition are given with this certificate.

Body corporate assets

The body corporate must keep a register of all body corporate assets worth more than \$1,000.

- ☒ The body corporate does not have any assets that it is required to record in its register.
☐ A copy of the body corporate register of assets is given with this certificate.

Insurance

The body corporate must insure the common property and assets for full replacement value and public risk.

The body corporate must insure, for full replacement value, the following buildings where the lots in the scheme are created:

- under a building format plan of subdivision or volumetric format plan of subdivision - each building that contains an owner's lot (e.g. a unit or apartment); or
- under a standard format plan of subdivision - each building on a lot that has a common wall with a building on an adjoining lot.

Body corporate insurance policies

Details of each current insurance policy held by the body corporate including, for each policy, the:

- type of policy;
- name of the insurer;
- sum insured;
- amount of premium (\$21,290.00)
- excess payable on a claim

are given with this certificate.

Alternative insurance

Where the body corporate is unable to obtain the required building insurance, an adjudicator may order that the body corporate take out alternative insurance. Information about alternative insurance is available from www.qld.gov.au/buyingbodycorporate.

Does the body corporate currently hold alternative insurance approved under an alternative insurance order?

☐ Yes

☒ No

Lot owner and occupier insurance

The occupier is responsible for insuring the contents of the lot and any public liability risks which might occur within the lot.

The owner is responsible for insuring buildings that do not share a common wall if the scheme is registered under a standard format plan of subdivision, unless the body corporate has set up a voluntary insurance scheme and the owner has opted-in.

More information about insurance in community titles schemes is available from your solicitor or www.qld.gov.au/buyingbodycorporate.

Contracts and authorisations

Caretaking service contractors and letting agents - Accommodation Module, Commercial Module and Standard Module

A body corporate may engage service contractors to provide services to the body corporate to assist in the management of the scheme.

If the Standard Module, Accommodation Module, or Commercial Module apply to a community titles scheme, the body corporate may also authorise a person to conduct a letting agent business for the scheme, that is, to act as the agent of owners of lots in the scheme who choose to use the person's services for the letting of their lot.

A service contractor who is also authorised to be a letting agent for the scheme is called a caretaking service contractor. Together, an agreement to engage a person as a caretaking service contractor and authorise a person as a letting agent is typically referred to as 'management rights'.

The maximum term of a service contract or authorisation entered into by a body corporate is:

- 10 years if the Standard Module applies to the scheme; and
- 25 years if the Accommodation Module or Commercial Module applies to the scheme.

You may inspect the body corporate records to find information about any engagements or authorisations entered into by the body corporate, including the term of an engagement or authorisation and, for an engagement, duties required to be performed and remuneration payable by the body corporate.

Has the body corporate engaged a caretaking services contractor for the scheme?

☒ Yes - Name of caretaking service contractor engaged: Citimax Henderson Pty Ltd

☐ No

Has the body corporate authorised a letting agent for the scheme?

☒ Yes - Name of authorised letting agent: Citimax Henderson Pty Ltd

☐ No

Embedded network electricity supply

Is there an arrangement to supply electricity to occupiers in the community titles scheme through an embedded network?

☐ Yes

☐ No

More information about embedded networks in community titles schemes is available from www.qld.gov.au/buyingbodycorporate.

Body corporate authority

This certificate is signed and given under the authority of the body corporate.



Rhys Hamilton
Body Corporate Manager
18/06/2026

Copies of documents given with this certificate:

- ☒ [x] by-laws for the scheme in consolidated form (if applicable)
- ☒ [x] details of exclusive use by-laws or other allocations of common property (if applicable)
- ☒ [x] the most recent statement of accounts
- ☐ [] details of amounts payable to the body corporate for another reason (if applicable)
- ☐ [] details of improvements the owner is responsible for (if applicable)
- ☐ [] the register of assets (if applicable)
- ☒ [x] insurance policy details

TAX INVOICE

18/06/2026

Whittles Brisbane Pty Ltd
ABN 18 116 746 340
PO Box 709
Coorparoo QLD 4151

InfoTrack
PO BOX 10314
ADELAIDE STREET
BRISBANE QLD 4001

DESCRIPTION: Searching and completing document for provisions of Section 206,
Body Corporate and Community Management Act 1997,
Lot 00018 at 33 HENDERSON ROAD, EVERTON HILLS

ATTICUS TOWNHOMES CTS 52891

FEE:	As prescribed	\$84.10	PAID
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TOTAL DUE:		\$84.10	PAID
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OWNER:	A M & W R Zveglic
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With Compliments

QUEENSLAND LAND REGISTRY

FIRST/NEW COMMUNITY MANAGEMENT STATEMENT

CMS Version 3

Body Corporate and Community Management Act 1997

Page 1 of 21 ²³

THIS STATEMENT MUST BE LODGED TOGETHER WITH A FORM 14 GENERAL REQUEST AND IN THE CASE OF A NEW STATEMENT MUST BE LODGED WITHIN THREE (3) MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE

This statement incorporates and must include the following:

Office use only
CMS LABEL NUMBER

Schedule A - Schedule of lot entitlements
Schedule B - Explanation of development of scheme land
Schedule C - By-laws
Schedule D - Any other details
Schedule E - Allocation of exclusive use areas

1. Name of community titles scheme

Atticus Townhomes Community Titles Scheme

2. Regulation module

Accommodation Module

3. Name of body corporate

Body Corporate for Atticus Townhomes Community Titles Scheme

4. Scheme land

Lot on Plan Description

Title Reference

Common Property of Atticus Townhomes Community Titles Scheme

Lots 1 to 28 on SP293780

To Issue

5. *Name and address of original owner

Citimax Henderson Pty Ltd ACN 616 130 806

PO Box 1538 New Farm QLD 4005

6. Reference to plan lodged with this statement

SP 293780

first community management statement only

7. Local Government community management statement notation

..... signed

GLENN HAMMILL DELEGATED OFFICER name and designation
ACTING TEAM LEADER PLANNING

MORETON BAY REGIONAL COUNCIL name of Local Government

8. Execution by original owner/Consent of body corporate

Citimax Henderson Pty Ltd ACN 616 130 806
by its duly constituted attorney James Robert Lalor
under power of attorney No. 719007092

30/5/19
Execution Date

.....

***Execution**

*Original owner to execute for a first community management statement
*Body corporate to execute for a new community management statement

Privacy Statement

Collection of this information is authorised by the Body Corporate and Community Management Act 1997 and is used to maintain the publicly searchable registers in the land registry. For more information about privacy in DNRM see the Department's website.

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on SP 293780	104	36
Lot 2 on SP 293780	104	36
Lot 3 on SP 293780	104	36
Lot 4 on SP 293780	104	36
Lot 5 on SP 293780	104	36
Lot 6 on SP 293780	100	36
Lot 7 on SP 293780	100	36
Lot 8 on SP 293780	100	36
Lot 9 on SP 293780	100	36
Lot 10 on SP 293780	100	36
Lot 11 on SP 293780	100	36
Lot 12 on SP 293780	94	35
Lot 13 on SP 293780	94	34
Lot 14 on SP 293780	94	35
Lot 15 on SP 293780	94	35
Lot 16 on SP 293780	94	35
Lot 17 on SP 293780	100	35
Lot 18 on SP 293780	100	35
Lot 19 on SP 293780	100	35
Lot 20 on SP 293780	100	35
Lot 21 on SP 293780	100	35
Lot 22 on SP 293780	100	35
Lot 23 on SP 293780	100	35
Lot 24 on SP 293780	94	36
Lot 25 on SP 293780	101	37
Lot 26 on SP 293780	101	37
Lot 27 on SP 293780	101	37
Lot 28 on SP 293780	101	37
TOTALS	2788	999

Principles for deciding the Contribution Lot Entitlement for a Lot

The Contribution Lot Entitlements are not equal and have been decided in accordance with the relativity principal.

As required by s 46A of the Act, the Contribution Lot Entitlements for the Scheme have been allocated having regard to:

- (a) how the Scheme is structured;
- (b) the nature, features and characteristics of the Lots;
- (c) the purposes for which the Lots are used;
- (d) the impact the Lots may have on the costs of maintaining the Common Property; and
- (e) the market values of the Lots.

On the basis of these factors there is a variation in the Contribution Lot Entitlements for the Scheme. The relative difference in lot entitlements recognises that the factors stated above do not impact on how much each lot should contribute to certain Body Corporate costs such as secretarial fees, audit fees, printing, postage and outlays, but the structure of the scheme and the features and characteristics of the lots result in a differential burden on the costs of the Body Corporate for such items as repairs and maintenance of some areas of the Common Property.

When allocating the lot entitlements to be included in the Contribution Lot Entitlements, each of the above factors impact on the allocation in the following ways:

- (a) Structure of the Scheme: the Scheme is not part of a layered Scheme and the structure of the Scheme does not affect the Contribution Lot Entitlements;
- (b) Nature, features and characteristics of the Lots in the Scheme: In allocating Contribution Lot entitlements the following features and characteristics of lots in the Scheme increase the burden that the Lot places on the body corporate expenditure for the maintenance, cleaning and repair of the Common Property:
 - (i) The area of the Lot additional entitlements are added depending on the size of the Lot. The larger the Lot the greater the demand on support and shelter costs;
 - (ii) The number of potential occupants; larger Lots that can cater to a greater number of occupants have the potential to create a greater burden on Common Property and additional lot entitlements are added to reflect this; and
 - (iii) The external surfaces of the Lots may differ;
- (c) The purpose for which the lots are used: all of the Lots in the Scheme are used for residential purposes and this does not affect the Contribution Lot Entitlements;
- (d) The impact the Lots may have on the costs of maintaining the Common Property: The impact the Lots may have on the costs of maintaining the Common Property affects the Contribution Lot Entitlements as outlined in item 1.4 (b); and
- (e) The market values of the lots: The market value of the lots does not affect the Contribution Lot Entitlements.

The Contribution Lot Entitlements are not equal as it is just and equitable for them not to be equal.

Principles for deciding the Interest Lot Entitlement for a Lot

The interest schedule lot entitlements for the community titles scheme have been calculated using the market value principle. That is, the interest schedule lot entitlements reflect the respective market values of the lots in the community titles scheme.

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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Section 66(1)(f) and (g) of the Body Corporate and Community Management Act are not applicable.

SCHEDULE C	BY-LAWS
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2. Definitions and Interpretation

2.1 Definitions

In these by-laws unless the context otherwise requires:

Act means the *Body Corporate and Community Management Act 1997* as amended from time to time.

Body Corporate means the Body Corporate formed under the Act.

Building means the building or buildings and other fixed structures erected on the Scheme Land.

Car Washing Bay means the part of the Common Property (if any) designated as a facility for washing and cleaning motor vehicles and motor cycles.

Committee means the Committee of the Body Corporate elected in accordance with the Act.

Common Property means the property described as such in the Scheme.

Gate means any form of gate, roller door, roller gate, boom gate or other structure serving a purpose similar to a gate.

Gate Key means the form of key, code, remote control or other access device used to control Gates which Occupiers are authorised to open and close.

Guest means any person or persons who is visiting an Occupier of a Lot in that Lot, in the Building or otherwise on the Scheme Land.

Local Government means the local government in whose area the Scheme Land is located.

Lot means a lot in the Scheme.

Occupier includes the Owner or Occupier of a Lot in whatever capacity.

Original Owner has the meaning given to that term in the Act.

Owner includes any person or corporation who owns or otherwise has ultimate control of a Lot.

Requirement means any requirement or authorisation of any statutory body, Local Government or governmental or other authority which is necessary or desirable under any law or regulation and includes the provisions of any statute or by-law under the Act.

Scheme means the Community Titles Scheme for which these by-laws have been recorded.

Scheme Land means the land in the Scheme.

Services in relation to the Lots and the Common Property includes:

- (a) water reticulation or supply;
- (b) gas reticulation or supply;
- (c) electricity supply;
- (d) air-conditioning;
- (e) a telephone or other telecommunications service;
- (f) a cable or satellite TV service;
- (g) a computer data or television service;
- (h) a sewer system;
- (i) a fire prevention system;
- (j) drainage;
- (k) a system for the removal or disposal of garbage or waste (including recyclable items);
- (l) a ventilation or air extraction system;
- (m) security services; and

- (n) another system designed to improve the amenity, or enhance the enjoyment of Lots or Common Property.

Service Infrastructure means any cables, wires, pipes, sewers, drains, ducts, plant and equipment and infrastructure by which Lots or Common Property are supplied with Services.

Vehicle includes a motor car, truck, motor cycle, trailer, boat and caravan.

2.2 Interpretation

- (a) Headings are included for convenience only and are not to be used in the interpretation of these by-laws.
- (b) Plurals will include the singular and singular will include the plural.
- (c) Reference to persons includes natural persons, bodies corporate, corporations sole and other bodies.
- (d) References to gender will include all other genders.
- (e) reference to a by-law includes any variation or replacement of that by-law.
- (f) Where these by-laws provide that:
 - (i) something will not be done, an Owner or Occupier of a Lot is not to attempt to do that thing or permit that thing to be done;
 - (ii) an Owner or Occupier of a Lot must obtain the consent of the Body Corporate, that consent may be given by the Committee.
- (g) Where a term or expression is used but is not defined in these by-laws, it will have the same meaning given to it in the Act.
- (h) If any by-law or the application of it is or becomes invalid or unenforceable, the remaining by-laws will not be affected and each remaining by-law will be valid and enforceable to the fullest extent permitted by law.

3. Noise

- (a) The Occupier of a Lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.
- (b) Occupiers and Guests arriving or leaving a Lot or the Scheme after 10.00pm shall be requested by their hosts to leave quietly.
- (c) In the event of unavoidable noise in a Lot at any time, the Occupier of the Lot must take all practical means to minimise any annoyance to other Occupiers of Lots by closing doors, windows and curtains of its Lot and also such further steps as may be within its power for the same purpose.

4. Use of Common Property

The Occupier of a Lot must:

- (a) use the Common Property only for the purpose for which it was designed or intended;
- (b) comply with all the directions and rules of the Body Corporate relating to conduct on and use of the Common Property; and
- (c) observe all relevant Requirements in relation to the Common Property;
- (d) not leave rubbish or other materials on the Common Property in a way or place likely to interfere with the enjoyment of the Common Property by someone else;

- (e) not obstruct the lawful use of the Common Property by someone else.

5. Vehicles

- (a) The Occupier of a Lot must not, without the prior written approval of the Committee:
 - (i) park a Vehicle, or allow a Vehicle to stand, on the Common Property; or
 - (ii) permit a Guest to park a Vehicle, or allow a Vehicle to stand, on the Common Property except for the designated visitor parking which must remain available at all times for the sole use of visitors' Vehicles.
- (b) An approval under by-law 5 must state the period for which it is given, with the exception of designated visitor parking.
- (c) However, the Body Corporate may cancel the approval by giving 7 days written notice to the Occupier, with the exception of designated visitor parking.
- (d) The car parking areas in the Common Property must be kept in a tidy condition free of all litter. The car parking areas must not be used to carry out major repairs and maintenance to any Vehicle.
- (e) All Occupiers and Guests must when operating Vehicles on the Scheme Land observe any speed limit noted on any signs erected on the Common Property.
- (f) Occupiers shall at all times observe the reasonable directions of the Body Corporate or the Committee concerning the use of the car parking areas.
- (g) Occupiers shall ensure that their Guests use the visitor car parking areas only for casual parking. Use of visitor car parking is limited to a maximum of four (4) hours. An Occupier shall not park or stand any Vehicle or other vehicle upon areas set aside for visitor car parking.
- (h) The Original Owner may allocate or cause the Body Corporate to allocate at least one (1) car space which forms part of the Common Property for people with disabilities on establishment of the Scheme. An Occupier must not use such car space(s) other than for disabled parking.

6. Damage to lawns etc.

- (a) The Occupier of a Lot must not, without the prior written approval of the Committee:
 - (i) damage a lawn, garden, tree, shrub, plant or flower on the Common Property; or
 - (ii) use a part of the Common Property as a garden.
- (b) An approval under by-law 6(a) must state the period for which it is given.
- (c) However, the Body Corporate may cancel the approval by giving 7 days written notice to the Occupier.

7. Damage to Common Property

- (a) An Occupier of a Lot must not, without the prior written approval of the Committee, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the Common Property.
- (b) However, an Occupier may install a locking or safety device to protect the Lot against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with the colour, style and materials of the Building.

- (c) The Occupier of a Lot must keep a device installed under by-law 7(b) in good order and repair.

8. Use of Lots

- (a) An Occupier of a Lot must:
- (i) subject to this by-law, ensure the Lot is only used for residential purposes and for no other purpose;
 - (ii) observe all Requirements in relation to that use;
 - (iii) maintain the Lot in a good state of repair and cleanliness and free of all vermin, insects and pests;
 - (iv) give prompt notice to the Body Corporate of any damage to or defect or disrepair of the Services, Service Infrastructure or the Common Property;
 - (v) not overload any Services or Service Infrastructure;
 - (vi) not waste water and ensure that all water taps in the Lot are turned off after use and any leaking taps in the Lot are promptly repaired; and
 - (vii) not bring to, do or keep anything on its Lot which may increase the rate of fire insurance on its Lot or any other part of the Scheme Land, or which may conflict with the laws and/or regulations relating to fires, or any insurance policy for such Lot or Scheme Land, or the regulations or ordinances of any public authority in force from time to time.
- (b) An Occupier of a Lot must keep it in a good state of preservation and cleanliness and must take all necessary steps from time to time to keep the Lot free and clear of all vermin, insects and pests.
- (c) An Occupier must not use any cooking facility in any part of a Lot other than the kitchen but may operate a barbeque on the balcony of a Lot (but not on a balcony which is Common Property) provided the Occupier complies with all rules determined by the Committee for such use including, but not limited to, the type of barbeque which may be used.

9. Service Contractor

- (a) While a person (a **Service Contractor**) holds an appointment from the Body Corporate to manage and maintain the Common Property (in accordance with the terms of that appointment), the Service Contractor may provide its services to the Body Corporate to the exclusion of all others.
- (b) Whilst the Service Contractor holds an appointment from the Body Corporate to manage and maintain the Common Property (the **Agreement**), the Body Corporate:
- (i) will not directly or indirectly provide any of the services set out in the Agreement;
 - (ii) will not permit any person to carry on or render or be concerned in any business which competes with the business carried on by the Service Contractor under the Agreement;
 - (iii) will not enter into an agreement with any other person which is similar to the Agreements; or
 - (iv) will not make any part of the Common Property available to any person for the purpose of conducting any business which competes with the business carried on by the Service Contractor under the Agreement.

10. Behaviour of Guests, Tenants, etc

- (a) An Occupier of a Lot must take reasonable steps to ensure that the Occupier's Guests do not behave in a way likely to interfere with the peaceful enjoyment of another Lot or the Common Property or in breach of these by-laws.
- (b) An Occupier of a Lot must compensate the Body Corporate for damage caused to Body Corporate assets or the Common Property by the Occupier's Guests.
- (c) The Owner of a Lot not occupying that Lot must take all reasonable steps to make sure the person occupying it complies with these by-laws.

11. Structural Alterations and Appearance of Lots

- (a) Subject to any approvals required by the Local Government, the Occupier of a Lot must not, without the prior written approval of the Committee:
 - (i) make a change to the external appearance of the Lot unless the change is minor and does not detract from the amenity of the Lot and its surrounds; or
 - (ii) make structural alterations to any Lot, including any alteration to the interior of a Lot, any Services Infrastructure, or work for the purpose of enclosing in any manner whatsoever the balcony of any Lot (if any) or the installation of any air-conditioning system.
- (b) Without limiting by-law 11(a):
 - (i) the Committee in determining whether to give its approval may request any information or documents, and may engage at the Occupier's cost any consultants (including an architect), which the Committee considers appropriate; and
 - (ii) any alterations to the interior flooring of a Lot must have the prior written approval of the Committee. The Committee must not unreasonably withhold its approval to any proposed alterations to the interior flooring of a Lot, provided that the relevant Owner obtains an acoustic report from a qualified professional and installs appropriate sound-dampening material (if necessary) to ensure that the enjoyment of any other Lot or the Common Property is not adversely affected by any noise produced by the use of the floor of the Lot.
- (c) The Occupier of a Lot must not, without the prior written approval of the Committee:
 - (i) hang washing, towels, bedding, clothing, or display a sign, advertisement, placard, banner, pamphlet or similar article in, on or around a Lot if the article is visible from another Lot or the Common Property, or from outside the Scheme Land; or
 - (ii) install, construct, place or permit to remain in or on a Lot, any television, radio or other electronic antenna or device of any type, unless it is not visible from outside the Lot.
- (d) The Occupier of a Lot must not install, renovate and/or replace curtain backings or window treatments in a Lot, unless the colour and design have first been approved in writing by the Committee. In giving its approval, the Committee must ensure, so far as practicable, that all curtain backings and window treatments used in a Lot have an appearance (when viewed from outside the Lot, the Common Property or outside the Scheme Land) that are in keeping with the appearance and colour scheme of the improvements on the Scheme Land, with preference being given to white and off-white colours.
- (e) The Occupier of a Lot must not permit, without the prior written approval of the Committee:

- (i) any root invasive species of plant to be grown in any planter box or pot on any part of the Lot or Common Property; or
 - (ii) any plant species which may compromise the structural loading of the Building, to be grown on any part of the Lot or Common Property.
- (f) An Occupier of a Lot must not use any balcony as a storage area (for example, for the storage of boxes, bikes, book shelves and other furniture).

12. Storage of flammable materials etc

The Occupier of a Lot must not, without the prior written approval of the Committee, use or store any flammable chemical, liquid, gas or other flammable material:

- (a) on the Common Property; or
- (b) on a Lot,

unless the substance is used or intended for use for domestic purposes, or is contained in a fuel tank of a Vehicle.

13. Garbage disposal

The Occupier of a Lot must:

- (a) keep a receptacle for garbage and rubbish in a clean and dry condition and adequately covered on its Lot unless the Body Corporate provides some other way of garbage disposal;
- (b) not accumulate rubbish in its Lot, or leave rubbish on the Common Property (except in the rubbish bins provided by the Body Corporate, if any);
- (c) comply with all local laws of the Local Government about disposal of garbage and rubbish; and
- (d) ensure that the Occupier does not, in disposing of garbage and rubbish, adversely affect the health, hygiene or comfort of the Occupiers of other Lots.

14. Keeping of animals

- (a) Subject to section 181 of the Act, the Occupier of a Lot is permitted to keep pets on its Lot subject to the following conditions;
 - (i) the pet is kept within the Lot;
 - (ii) the pet does not cause a nuisance to or disturb, any other Owner or Occupier;
 - (iii) the pet is restrained when on Common Property;
 - (iv) the pet is domesticated, kept clean, quiet and controlled at all times, whilst within the Lot and whenever on Common Property;
 - (v) the pet does not defecate or run loose whilst on Common Property;
 - (vi) the pet must be registered with the council where registration is required under council laws;
- (b) The Committee may direct an Occupier to remove an animal from the Scheme Land if it receives not less than three (3) substantiated complaints (which allege a breach of a condition in this by-law), within a 6 month period, relating to the relevant animal.

NOTE: Section 181 of the Act provides as follows:

- *A person with a disability under the Guide, Hearing and Assistance Dogs Act 2009 who relies on a guide, hearing or assistance dog and who has the right to be on a lot included in a community titles scheme, or on the common property, has the right to be accompanied by a guide, hearing or assistance dog while on the lot or common property.*
- *A person mentioned in subsection (1) who is the owner or occupier of a lot included in a community titles scheme has the right to keep a guide, hearing or assistance dog on the lot.*
- *A by-law can not exclude or restrict a right given by this section.*

15. Water Apparatus

The water closets, conveniences and other water apparatus including waste pipes and drains must not be used for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance is to be placed in them. The cost of rectifying any damage or blockage which results from misuse or negligence of the same must be borne by the Owner of the respective Lot.

16. Security System

- (a) The Body Corporate may, if it elects to do so, operate a security system under which:
 - (i) parts of the Common Property are secured against entry by unauthorised persons; and
 - (ii) locks and other security devices or procedures are used to implement the security system.
- (b) The Body Corporate is not liable for any loss or damage suffered to persons or property because:
 - (i) the security system fails or there is unauthorised entry to any part of the Common Property; or
 - (ii) the security system is not operating.
- (c) Unless authorised in writing by the Committee, no-one may interfere with mechanisms operating any Gate. Such mechanism may only be operated as authorised by the Committee and any malfunction of a Gate must be reported to the Committee.
- (d) Any Gate Key must be dealt with in a security conscious manner and must not be given to anyone other than an Owner or Occupier. The loss of any Gate Key must be reported to the Committee.
- (e) The Body Corporate must issue Gate Keys in the reasonable quantity required by an Owner or Occupier on payment by that person to the Body Corporate of a fee and lodgement of a bond as reasonably determined by the Committee. All Gate Keys will remain the property of the Body Corporate.
- (f) An Owner or Occupier, on ceasing to be an Owner or Occupier must promptly return to the Committee all Gate Keys in their possession and upon return of a Gate Key in good working order and condition any bond held in respect of the Gate Key will be refunded by the Body Corporate to that Owner or Occupier.
- (g) If the Committee in the exercise of its powers under these by-laws restricts the access of Owners or Occupiers to any part of the Common Property by means of any lock or similar security device, the Committee may make available to the Owners such a number of keys or operating devices as it determines available to Owners free of charge and thereafter may at its discretion make additional numbers available to Owners upon payment of such reasonable charges as may be determined from time to time by the Committee.

17. Auction Sale

An Occupier of a Lot must not permit any auction sale to be conducted or take place on the Common Property without the written consent of the Body Corporate, but this by-law does not prohibit an auction sale of a Lot being conducted in that Lot.

18. Recovery of Moneys

- (a) Where the Body Corporate expends any of its funds to rectify any breach of any law or of these by-laws by an Occupier of a Lot, the Body Corporate may recover the amount spent as a liquidated debt from the Owner of that Lot by commencing proceedings against that Owner.
- (b) If a contribution levied under the Act or any other monies which are due and owing by an Owner (or any mortgagee in possession) of a Lot to the Body Corporate is unpaid for a period of thirty (30) days after it falls due for payment then the unpaid contribution will bear interest at an annual rate to be determined by the Body Corporate by ordinary resolution in general meeting. If no such resolution has been made, then interest will accrue at a rate of 2% per month or any part thereof.
- (c) If at any time a person becomes the Owner of a Lot and another person is liable in respect of the Lot to pay the interest on a contribution, the Owner is jointly and severally liable with the other person for the payment of the interest and the amount of any interest is recoverable by the Body Corporate as a liquidated debt.

19. Legal Proceedings

The Body Corporate may commence or authorise the commencement of legal proceedings against any Owner (or any mortgagee in possession) of a Lot who owes money to the Body Corporate.

20. Rules

The Body Corporate and the Committee may make rules about the Common Property and Body Corporate assets and the Common Property not inconsistent with these by-laws. All such rules must be observed by Occupiers of Lots but such rules will be of no effect unless ratified by a majority resolution of the Body Corporate at a general meeting of the Owners held within 12 months of their commencement.

21. Copy of by-laws

Each Owner must provide a copy of these by-laws to any tenant or other Occupier of that Owner's Lot.

22. Bicycles, etc.

An Occupier of a Lot must not without the prior written approval of the Committee ride or permit the riding of any bicycle, skateboard, rollerblades or similar things on the Common Property.

23. Easements

The Body Corporate may:

- (a) grant any easement, licence, right of way or any other concession to enable services (for example electricity, telecommunications, communications, gas, drainage, water or sewerage) from any public authority or instrumentality, any Federal or State Government department, authority or instrumentality, or any private person or corporation to pass through under or over Common Property for the benefit of any other person or corporation. Such services may include the provision of manholes or inspection outlets; and

- (b) enter into or be a party to or have the benefit of a grant of easement with any adjoining land owner or the Local Government whether pursuant to conditions of the approval for the development of the Scheme Land or otherwise, for any purpose necessary for the use and enjoyment of a Lot or the Common Property or for the benefit of adjoining land owners, the Local Government or any other person including, without limitation, for access, services, protection of vegetation and maintenance of dividing fences.

24. Body Corporate Empowered to Enter into Agreements

- (a) Without derogating from any powers, authorities, duties and functions conferred or imposed on it by or under the Act or elsewhere under these by-laws, the Body Corporate may enter into one or more of the following agreements with such person or persons or corporation or corporations as the Body Corporate in its absolute discretion shall decide:
 - (i) an agreement or agreements for the caretaking, management and/or maintenance of the Common Property and the letting of Lots on behalf of Owners and Occupiers;
 - (ii) an agreement or agreements for the appointment of a Body Corporate manager for the performance of, amongst other things, certain duties and obligations of the secretary and treasurer of the Body Corporate and such other duties and obligations as the Body Corporate may deem appropriate;
 - (iii) an agreement or agreements for the purpose of better seeing to the proper functioning, operation and management of the Building and Common Property or for the purposes of ensuring the proper performance of the powers, duties and functions of the Body Corporate and of the Committee (including agreements with service contractors and service and maintenance contracts in respect of Services Infrastructure, for example, mechanical ventilation, fire control equipment and security systems); and
 - (iv) an agreement or agreements for the supply of Services to the Building and incorporating cost sharing arrangements including, without limitation, agreements for the provision and installation of satellite dishes and other telecommunications facilities within or on the Building.
- (b) Any such agreements shall be upon such terms and conditions as the Body Corporate shall decide in its absolute discretion.

25. Bulk Supply of Utilities

The Body Corporate will have the lawful authority from time to time to purchase, rent, lease or otherwise acquire title to and use and to have installed, use, run and maintain any utility management system for utilities in the Scheme Land and in such case:

- (a) the Body Corporate will have the power to enter into a contract for the purpose of reticulated utility, on the most economical basis, for the whole of the Scheme Land from the relevant authority;
- (b) the Body Corporate will have the power to sell reticulated utility to each Occupier of a Lot;
- (c) each Occupier must purchase and only use utility consumed in its Lot direct from the Body Corporate and must not purchase utility from any other source;
- (d) the Body Corporate will arrange for the installation of a separate utility meter for each Lot;
- (e) the Body Corporate will not be required to supply to any Occupier utility requirements beyond the requirements which the relevant authority could supply at any particular time;

- (f) the price to be charged by the Body Corporate to each Occupier for the supply of reticulated utility will be at the same rate it has purchased the utility plus the cost of any meter readings, costs to produce consumption invoices, any administration and reminders and collection charges
- (g) the Body Corporate will render accounts to each Owner or Occupier of a Lot and such accounts will be payable to the Body Corporate by the Owner within 14 days of the delivery of such accounts;
- (h) in respect of an account which has been rendered pursuant to these by-laws, an Owner of a Lot is liable, jointly and severally with any person who was liable to pay that utility account when that Owner became the Owner of that Lot;
- (i) if a proper account for the supply of reticulated utility is not paid by its due date for payment, then the Body Corporate will be entitled to:
 - (i) recover the amount of the unpaid account or accounts (whether or not a formal demand has been made) as a liquidated debt due to it in any court of competent jurisdiction; and/or
 - (ii) disconnect the supply of reticulated utility to the relevant Lot;
- (j) the Body Corporate will not under any circumstances whatsoever be responsible or liable for any failure of the supply of utility due to breakdown, repairs, maintenance, strikes, accidents or causes of any class or description; and
- (k) the Body Corporate may, from time to time determine a security deposit to be paid by each Owner of a Lot connected for the supply of the reticulated utility as a guarantee against non payment of accounts for the supply of reticulated utility or money payable under this by-law.

26. Right of Entry

- (a) Upon the Body Corporate or the Committee giving reasonable notice to an Occupier of a Lot, the Occupier must permit the Body Corporate, its authorised representative or any contractor, workman or other authorised person the right of access to the Lot for the purpose of carrying out works or effecting repairs to any Services Infrastructure.
- (b) If in the reasonable opinion of the Body Corporate or the Committee there is a matter of emergency, no notice will be necessary. Any works or repairs will be at the expense of the Owner of the Lot in the case where the need for such works or repairs is due to any act or default of the Occupier or their Guests, servants or agents. The Body Corporate and the Committee, in exercising the powers under this by-law must ensure that its servants, agents and employees cause as little inconvenience to the Occupier of the Lot as is reasonable in the circumstances.

27. Committee Consent

Subject to any provision of these by-laws to the contrary, where any act or thing requires the consent of the Committee, the Committee may, acting reasonably, give its consent to that thing with or without conditions or refuse to give its consent.

28. Construction and Sale of Lots

- (a) Whilst the Original Owner (and any person to whom the Original Owner assigns its rights under this by-law) remains an Owner of any Lot, the Original Owner and its servants, agents, authorised representatives and contractors, will be entitled:
 - (i) to place such signs and other advertising and display material in and about any Lot owned by the Original Owner or the Common Property, provided that they are reasonably attractive in appearance;

- (ii) to enter onto and pass over the Common Property (with or without vehicles and equipment) to gain access to and egress from any part of the Scheme Land, or to store building materials, vehicles, equipment or fill on the Scheme Land; and
 - (iii) to carry out any works or other activities required for the purpose of constructing the Building or any other improvements on the Scheme Land, and no objection will be made to the noise, nuisance or other inconvenience which might arise from such works.
- (b) In exercising its rights under this by-law, the Original Owner will use its reasonable endeavours to prevent undue interference with the enjoyment by any Occupiers of their Lots and the Common Property.
- (c) Whilst any construction or building works are being undertaken by the Original Owner on the Scheme Land, all Occupiers and Guests must comply with the reasonable directions of the Original Owner (and its servants, agents, authorised representatives and contractors). In particular, they must comply with any altered traffic (vehicle and pedestrian) flow directions.

29. Authorised Allocations

- (a) Subject to the requirements of the Act, the Original Owner is authorised to allocate for the exclusive use, for the rights and enjoyment of, or other special rights of, any part of the Common Property and any asset of the Body Corporate for any of the following purposes:
 - (i) parking purposes;
 - (ii) bicycle parking purposes;
 - (iii) storage area purposes;
 - (iv) air-conditioning unit keeping purposes;
 - (v) antenna and other communication device keeping purposes;
 - (vi) toilet and/or washroom use purposes;
 - (vii) signage area purposes;
 - (viii) access purposes; and
 - (ix) to the extent lawful, any other lawful purpose determined by the Original Owner.

(Authorised Allocation)
- (b) The Original Owner may make an Authorised Allocation within the period of 12 months after the recording of the Community Management Statement which includes this by-law, or such longer period as may be permitted under the Act.
- (c) Each Occupier of a Lot to which an Authorised Allocation attaches must:
 - (i) use it in a way not likely to interfere with the peaceful enjoyment of another Lot or the Common Property including another exclusive use area;
 - (ii) use it only for the purpose for which the allocation is made; and
 - (iii) keep it tidy and free from rubbish.

30. Car Washing Bay

- (a) An Owner wishing to wash a motor vehicle or motor cycle (**Vehicle**) on the Common Property must wash that Vehicle in the Car Washing Bay.
- (b) An Owner, on using the Car Washing Bay, must leave it in a clean and tidy condition ready for use by another Owner wishing to use the Car Washing Bay.
- (c) The Committee may determine hours and arrangements for use of the Car Washing Bay and arrange for signs to be placed on the Common Property notifying Owners of the hours and conditions of use.

31. Exclusive Use Areas

- (a) The Owner of a Lot identified in Schedule E is entitled to the exclusive use and to the rights and enjoyment of and other special rights about that part of the Common Property (the **Exclusive Use Areas**) allocated in Schedule E for the purposes set out in Schedule E.
- (b) Each Occupier of a Lot to which an Exclusive Use Area is allocated under this by-law must:
 - (i) use the Exclusive Use Area in a way not likely to interfere with the peaceful enjoyment of any Lot or the Common Property;
 - (ii) keep the Exclusive Use Area in good repair and condition, neat and tidy and free from rubbish; and
 - (iii) use the Exclusive Use Area only for the purpose for which the allocation was granted.

32. Council Mandated Terms

- (a) A prerequisite for the establishment of the Scheme was the obtaining of certain development approvals from the Local Government (**Development Approvals**). The conditions of the Development Approvals, as far as they continue to have application after establishment of the Scheme are Requirements for the purposes of these by-laws.
- (b) When obliged by the conditions of any Development Approval, the Body Corporate and all Owners and Occupiers must maintain and not contravene the conditions of approval for the Scheme issued by the Local Government and in particular the following development approval conditions:

4	On-site Car Spaces (a) Provide at least twenty-eight (28) vehicle spaces on site. (b) Provide for the manoeuvring of vehicles on site, generally in accordance with the approved plan. Car spaces, access lanes and driveways shown on the approved plan must not be used for any other purpose.
13	Landscaping (a) Provide landscaping on site generally in accordance with Planning Scheme Policy - Integrated Design Appendix D - Landscaping and the submitted Landscape Design (IR DL2): The landscaping must also include the following: 1. Planting within the swale area is to comprise of species that reach a minimum height of 3.5 metres and is to be densely planted to achieve a visual buffer

	screen. Species are also to incorporate food and shelter trees in accordance with the SEQ Koala SPRP; 2. Native species that are endemic to the region and avoid using non-endemic species; 3. A minimum 2 metres densely planted landscape area within the private open space areas of the dwellings 1 to 5 that reach a mature height of a minimum 2 metres; and 4. Where a electrical transformer is proposed in an area currently provided with landscaping, provide green wall planting/treatments to the electrical transformer. (b) Provide certification, from a suitably qualified person, that landscaping has been implemented in accordance with (A) above. (c) Maintain the landscaping.
12	Screen Fencing (a) Construct a screen fence along the side and rear boundaries of the site where none already exists. Unless an alternative design is agreed to with the owner of the adjoining land, the screen fence is to be 1.8 metres in height and constructed of treated timber. Fencing along the sides of the site that extends beyond the main building line is to taper to 1.5 metres; and (b) Construct a screen fence between the private open spaces of each dwelling to the sides of the site. The screen fence is to be 1.8 metres in height and constructed of treated timber.
17	On Site Services Ensure garbage bin areas, rainwater tanks, hot water tanks, gas bottles and air conditioners are: 1. Located in the rear setback; or 2. Located in the side setbacks and include screening (e.g. fencing or landscaping) from view of any road frontage; or 3. Entirely underground or entirely screened where located in the front setback. Note: Rainwater tanks are not permitted within easements.
41	DEU Site Based Stormwater Management (a) The Stormwater Management Strategy (SMS) provided in support of the application is approved. (b) Provide on-site stormwater management measures in accordance with the approved SMS and Council's planning scheme and design standards. (i) Detailed design of the stormwater management works shall

	conform to the approved SMS.
(ii)	Provide certification from an RPEQ that all works have been designed and constructed in accordance with this permit condition.
(c)	The landowner is responsible for the ongoing operation and maintenance of the stormwater management devices to ensure the design discharge parameters are maintained for the life of the approved development.
(d)	The stormwater quality devices located within the development are to be maintained at regular intervals after commencement of the use by a suitably qualified contractor. A certificate of compliance from the maintenance contractor is to be kept on site and made available to Council Officers upon successful completion of each maintenance procedure. Maintenance certificates are to be kept on site for a minimum of 2 years.
(e)	Approved wording is to be included in the documentation/community management statement to bind the future owners and/or body corporate to undertaking the maintenance, repair and reporting for the on-site stormwater management devices.

- (f) Notwithstanding any other provision of these by-laws the following by-laws shall supersede those by-laws in the event of any inconsistency:

(i) Landscaping

The Body Corporate must at all times maintain landscaping in accordance with Condition 13 of DA/33348/2016/V2M or as approved.

(ii) Waste Management

The Body corporate must at all times manage waste in accordance with Condition 30 of DA/33348/2016/V2M or as approved.

(iii) Communal Open Space and Recreation areas

The Body Corporate will at all times maintain unrestricted access to all communal open space and recreation areas for all units within the development.

(iv) Stormwater management requirements

The Body Corporate will at all times maintain all stormwater infrastructure located within the Lots and Common Property.

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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1. A Services Location Diagram for all service easements for the Common Property of the Scheme is attached and marked "Plan A".
2. The Lots in the Scheme are affected by the following types of statutory easements:

Lots Affected	Statutory Easement	Services Location Diagram
---------------	--------------------	---------------------------

Title Reference to issue from 13635170

Page 18 of 23

Lots 1 to 28 and Common Property	Utility Services, Shelter, Support, Maintenance, Utility Infrastructure Maintenance	Plan "A"
----------------------------------	---	----------

SCHEDULE E	DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
-------------------	---

Lot on Plan	Exclusive use area on plan of exclusive use areas marked "B"	Purpose
Lot 1 on SP293780	1A	Courtyard
Lot 2 on SP293780	2A	Courtyard
Lot 3 on SP293780	3A	Courtyard
Lot 4 on SP293780	4A	Courtyard
Lot 5 on SP293780	5A	Courtyard
Lot 6 on SP293780	6A	Courtyard
Lot 7 on SP293780	7A	Courtyard
Lot 8 on SP293780	8A	Courtyard
Lot 9 on SP293780	9A	Courtyard
Lot 10 on SP293780	10A	Courtyard
Lot 11 on SP293780	11A	Courtyard
Lot 12 on SP293780	12A	Courtyard
Lot 13 on SP293780	13A	Courtyard
Lot 16 on SP293780	16A	Courtyard
Lot 17 on SP293780	17A	Courtyard
Lot 18 on SP293780	18A	Courtyard
Lot 19 on SP293780	19A	Courtyard
Lot 20 on SP293780	20A	Courtyard
Lot 21 on SP293780	21A	Courtyard
Lot 22 on SP293780	22A	Courtyard
Lot 23 on SP293780	23A	Courtyard
Lot 24 on SP293780	24A	Courtyard
Lot 25 on SP293780	25A	Courtyard

Title Reference to issue from 13635170

Page 19 of 23

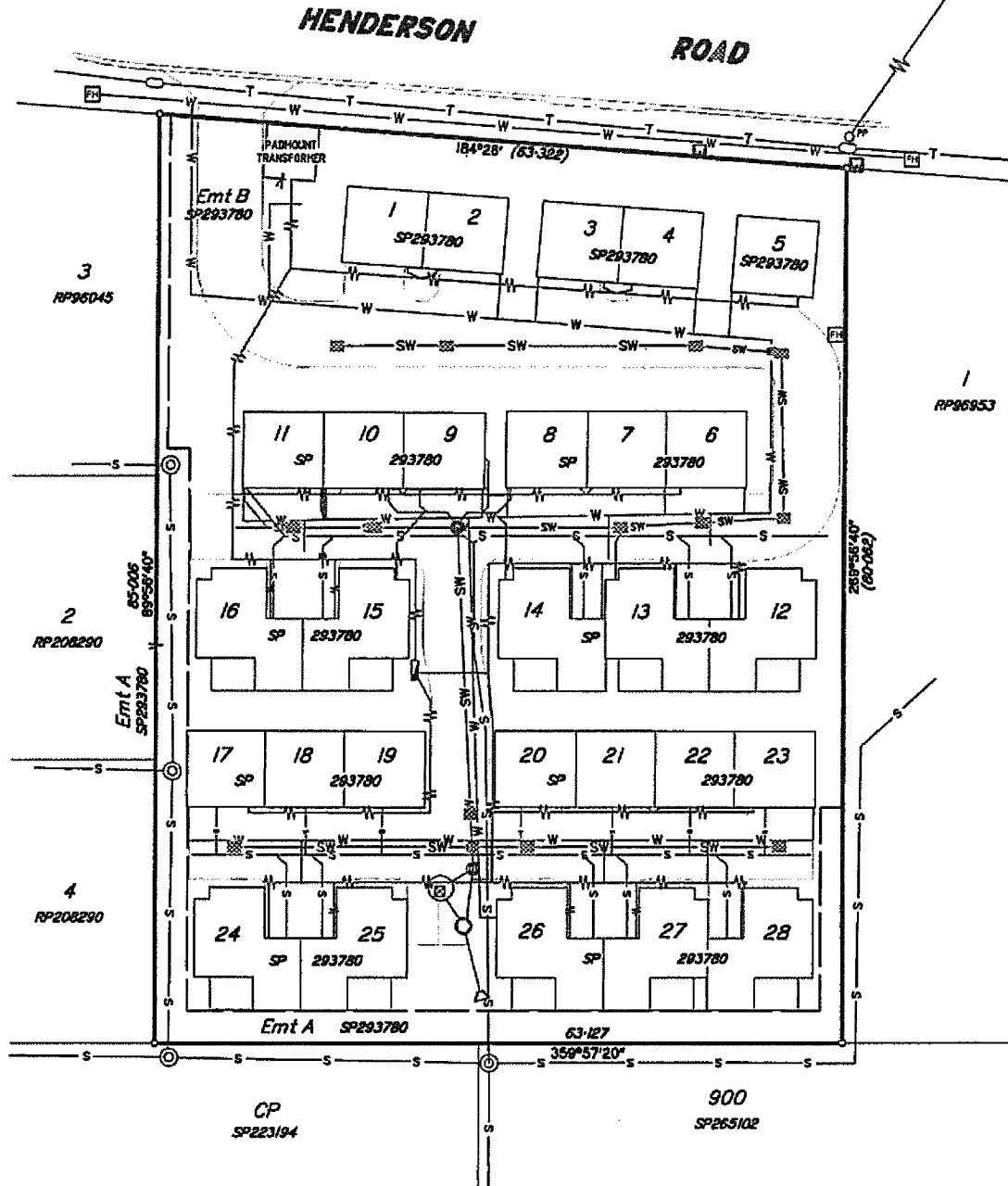
Lot 26 on SP293780	26A	Courtyard
Lot 27 on SP293780	27A	Courtyard
Lot 28 on SP293780	28A	Courtyard

"ATTICUS TOWNHOMES" C.T.S

Sheet of
19 22
20 23

DISCLAIMER: This Plan has been produced from information supplied from others and as such is meant to be diagrammatic only.

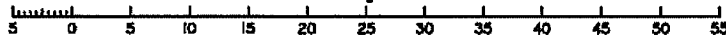
"A"



Legend

— T —	○ Telstra
— W —	◻ Water
— G —	— Gas
— S —	⊙ Sewer
— SW —	⊞ Electrical & NBN in same trench as Telstra
— SW —	⊞ Stormwater

Scale 1:400 - Lengths are in Metres.



Service Location Diagram within Common Property on SP293780

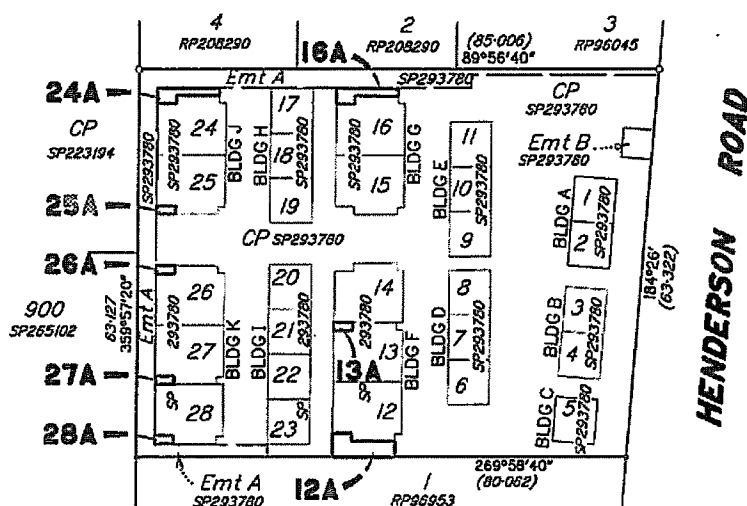
"ATTICUS TOWNHOMES" C.T.S

Date: 30/04/2019	Meridon: SP293780	Locality: EVERTON HILLS	Local Authority: BRISBANE CITY
Scale: 1:750 @ A3	Drawn: AG	Drawing Ref: J6470-SL-01	Rev: —

"ATTICUS TOWNHOMES" C.T.S "B"

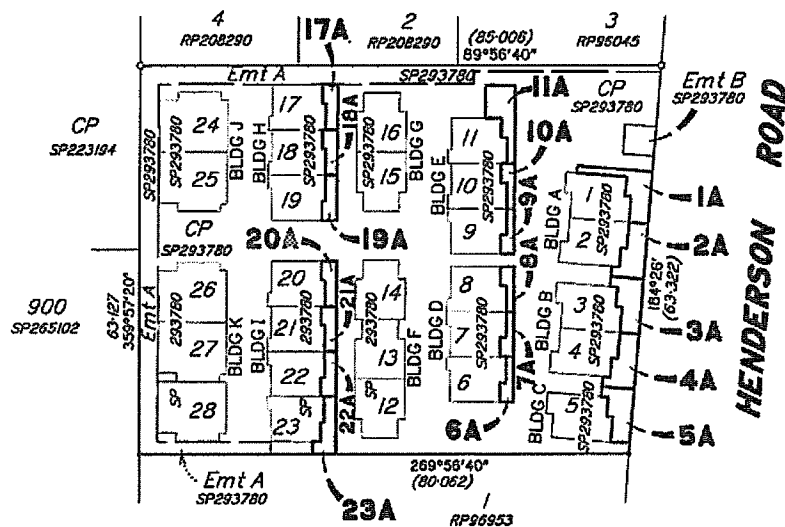
LEVEL A

(Refer Sheet 2)

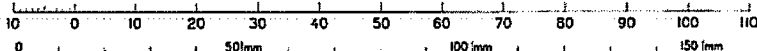


LEVEL B

(Refer Sheet 3)



Scale 1:750 - Lengths are in Metres.



We, VISION SURVEYS (QLD) PTY LTD (ABN 64 126 752 947), Cadastral Surveyors, certify that the details shown on this sketch plan are correct.

[Signature]

Authorized Delegate

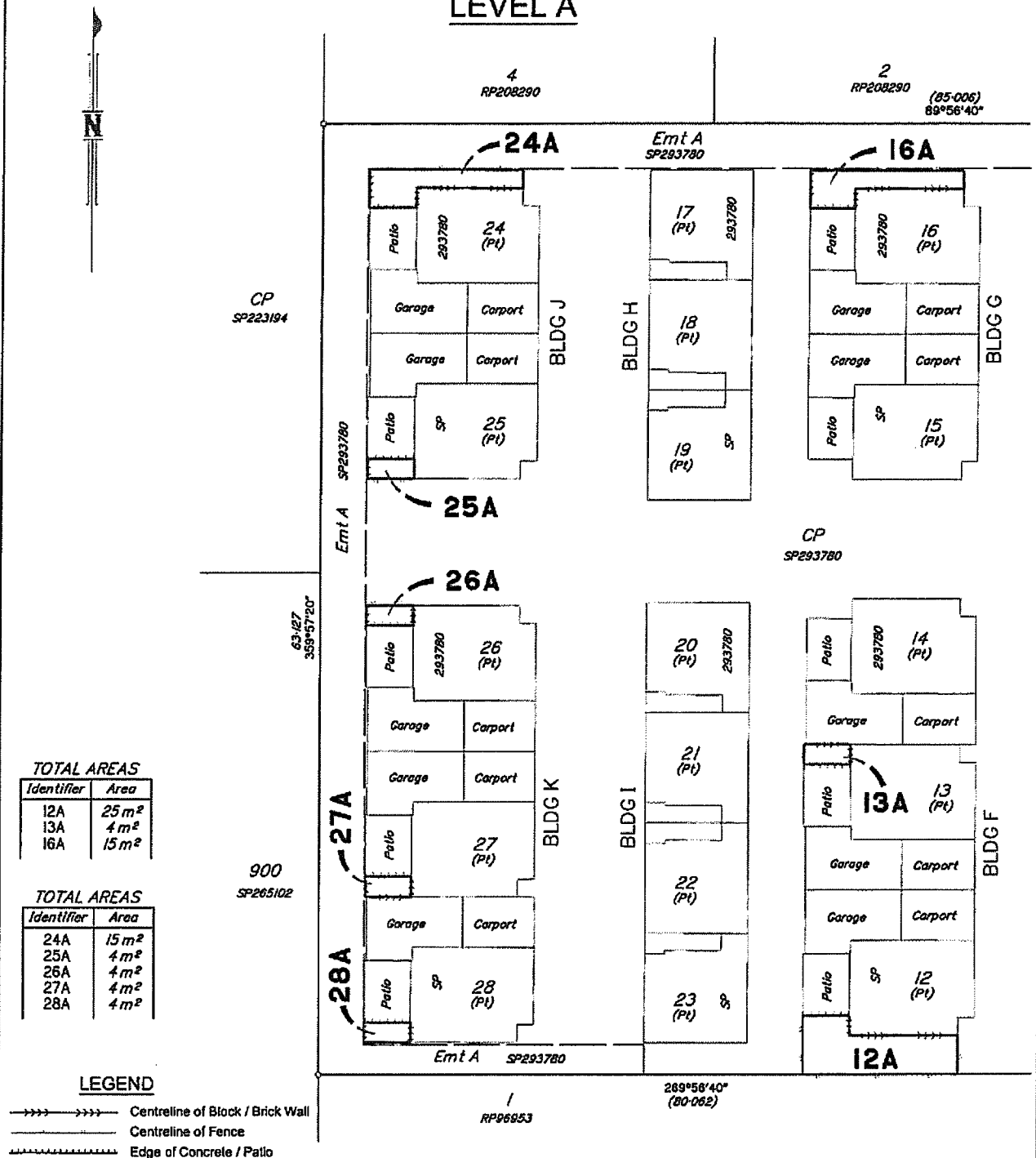
17/06/2019

Date

**Plan of Exclusive Use Areas
within Common Property on SP293780**

"ATTICUS TOWNHOMES" C.T.S

Date: 30/04/2019	Meridian: SP293780	Scale: 1:750 @A3	Drawn: AG
Locality: EVERTON HILLS	Local Authority: BRISBANE CITY	Dwg Ref: 16470-EU-01	Rev: -

"ATTICUS TOWNHOMES" C.T.S "B"Sheet
21 of 22
22 23**LEVEL A**

We, VISION SURVEYS (OLD) PTY LTD (ABN 84 128 752 947),
Cadastral Surveyors, certify that the details shown on this
sketch plan are correct.

AG
Authorised Delegate

17/06/2019
Date

**Plan of Exclusive Use Areas
within Common Property on SP293780**

"ATTICUS TOWNHOMES" C.T.S

Date: 30/04/2019

Meridion: SP293780

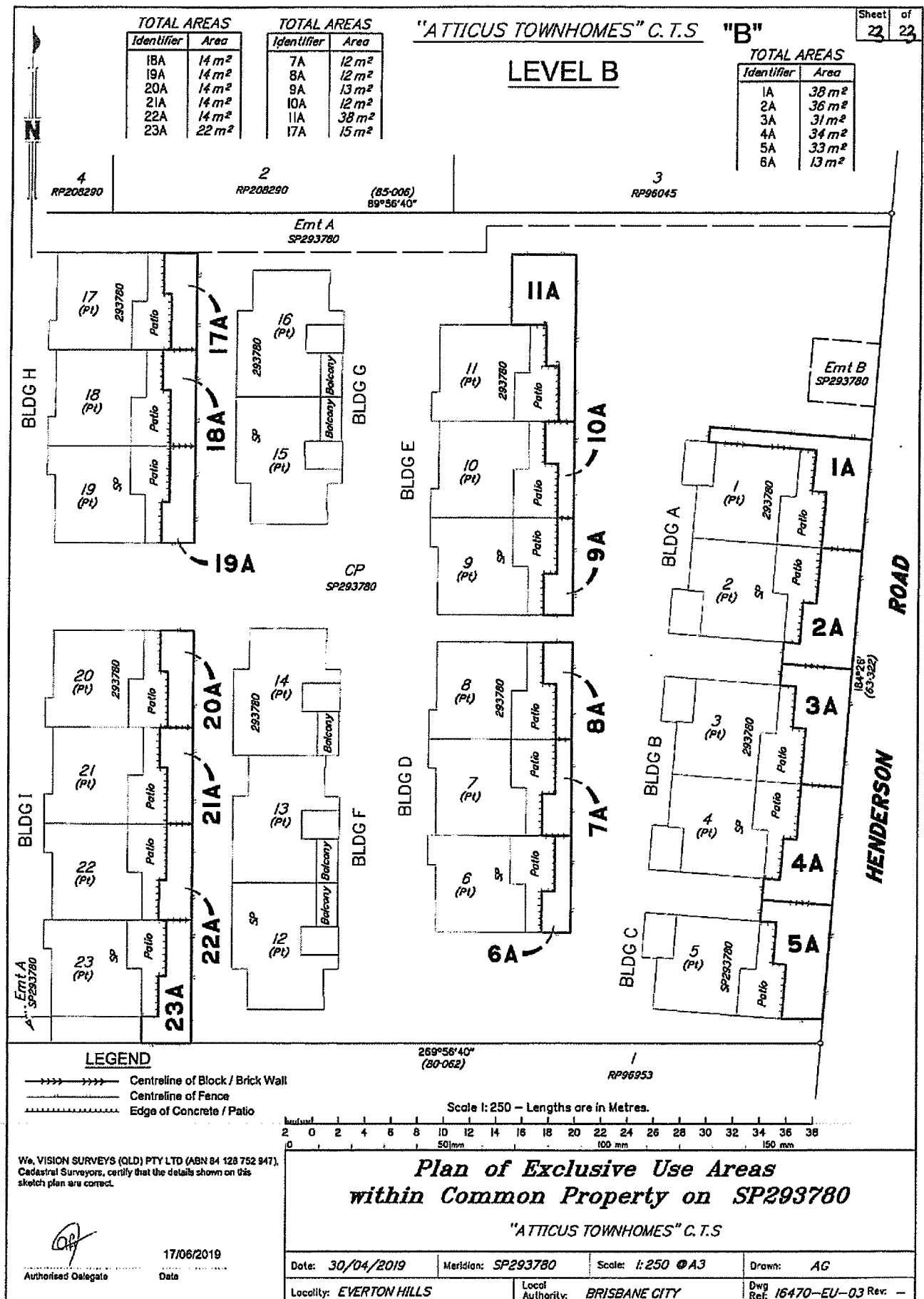
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Drawn: AG

Locality: EVERTON HILLS

Local Authority: BRISBANE CITY

Dwg Ref: 16470-EU-02 Rev: -



Admin Fund Statement of Income & Expenditure

ATTICUS TOWNHOMES CTS 52891
 33 Henderson Road EVERTON HILLS QLD 4053
 1 August 2024 to 31 July 2025
 Printed 22/08/25 10:45

	YTD Actual	Annual Budget	Variance	Last Year
FUND INCOME				
Contributions	58,499.00	58,500.00	(1.00)	58,527.00
Contributions-Insurance Fund	16,024.00	0.00	16,024.00	0.00
Special levy-Insurance renewal	0.00	16,000.00	(16,000.00)	15,504.00
TOTAL FUND INCOME	74,523.00	74,500.00	23.00	74,031.00
FUND EXPENDITURE				
Caretaking	46,329.92	46,800.00	470.08	44,704.24
Common property	165.00	500.00	335.00	0.00
Fire systems	87.50	0.00	(87.50)	726.00
Insurance renewals	15,645.00	16,000.00	355.00	15,075.00
Management - Additional services fee	970.00	500.00	(470.00)	264.00
Management - Agreed Services	5,618.00	5,618.00	0.00	5,402.00
Management - Asset Maintenance Services	420.00	420.00	0.00	420.00
Management - Disbursement Fees	2,452.80	2,452.80	0.00	2,452.80
Pest control	220.00	220.00	0.00	0.00
Plumbing	240.00	440.00	200.00	436.00
Reconciliation Fee	198.00	198.00	0.00	198.00
Reports	486.56	443.00	(43.56)	0.00
Utilities-Electricity	0.00	1,000.00	1,000.00	745.57
Utilities-Water	317.72	0.00	(317.72)	0.00
TOTAL FUND EXPENDITURE	73,150.50	74,591.80	1,441.30	70,423.61
FUND SURPLUS (DEFICIT)	1,372.50	(91.80)	1,464.30	3,607.39

Admin Fund Statement of Assets & Liabilities

ATTICUS TOWNHOMES CTS 52891
33 Henderson Road EVERTON HILLS QLD 4053

31 July 2025

Printed 22/08/25 10:45

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	21,432.52	17,825.13
Surplus/(Deficit) For Period	1,372.50	3,607.39
TOTAL FUNDS	22,805.02	21,432.52
ASSETS		
Cash at Bank (MBL)	9,717.78	23,114.92
Prepayments	25,186.20	15,645.00
Receivables	1,961.00	0.00
TOTAL ASSETS	36,864.98	38,759.92
LIABILITIES		
Accrued Expenses	53.96	3,925.40
Levies In Advance	14,006.00	13,402.00
TOTAL LIABILITIES	14,059.96	17,327.40
NET ASSETS	22,805.02	21,432.52

Sinking Fund Statement of Income & Expenditure

ATTICUS TOWNHOMES CTS 52891
 33 Henderson Road EVERTON HILLS QLD 4053
 1 August 2024 to 31 July 2025
 Printed 22/08/25 10:45

	YTD Actual	Annual Budget	Variance	Last Year
FUND INCOME				
Contributions	11,806.00	11,788.00	18.00	11,152.00
TOTAL FUND INCOME	11,806.00	11,788.00	18.00	11,152.00
FUND EXPENDITURE				
Common property	0.00	2,000.00	2,000.00	5,400.96
Electrical	0.00	500.00	500.00	317.13
Fire systems	3,367.01	500.00	(2,867.01)	402.60
Garage	0.00	1,000.00	1,000.00	0.00
Gutters & downpipes	499.00	0.00	(499.00)	772.90
Insurance claims	9,921.45	0.00	(9,921.45)	0.00
Insurance claims recovery	(7,921.45)	0.00	7,921.45	0.00
Insurance renewals	(2,000.00)	0.00	2,000.00	0.00
Plumbing	3,226.63	500.00	(2,726.63)	250.80
Signage	0.00	0.00	0.00	770.00
TOTAL FUND EXPENDITURE	7,092.64	4,500.00	(2,592.64)	7,914.39
FUND SURPLUS (DEFICIT)	4,713.36	7,288.00	(2,574.64)	3,237.61

Sinking Fund Statement of Assets & Liabilities

ATTICUS TOWNHOMES CTS 52891
33 Henderson Road EVERTON HILLS QLD 4053

31 July 2025

Printed 22/08/25 10:45

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	18,375.86	15,138.25
Surplus/(Deficit) For Period	4,713.36	3,237.61
TOTAL FUNDS	23,089.22	18,375.86
ASSETS		
Cash at Bank (MBL)	25,038.22	20,375.86
Receivables	317.00	0.00
TOTAL ASSETS	25,355.22	20,375.86
LIABILITIES		
Levies In Advance	2,266.00	2,000.00
TOTAL LIABILITIES	2,266.00	2,000.00
NET ASSETS	23,089.22	18,375.86

Consolidated Statement of Assets & Liabilities

ATTICUS TOWNHOMES CTS 52891
33 Henderson Road EVERTON HILLS QLD 4053

31 July 2025
Printed 22/08/25 10:45

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	39,808.38	32,963.38
Surplus/(Deficit) For Period	6,085.86	6,845.00
TOTAL FUNDS	45,894.24	39,808.38
ASSETS		
Cash at Bank (MBL)	34,756.00	43,490.78
Prepayments	25,186.20	15,645.00
Receivables	2,278.00	0.00
TOTAL ASSETS	62,220.20	59,135.78
LIABILITIES		
Accrued Expenses	53.96	3,925.40
Levies In Advance	16,272.00	15,402.00
TOTAL LIABILITIES	16,325.96	19,327.40
NET ASSETS	45,894.24	39,808.38

Notes to the Financial Statements
ATTICUS TOWNHOMES CTS 52891
33 Henderson Road EVERTON HILLS QLD 4053
31 July 2025
Printed 22/08/25 10:45

Investments

Nil

The following balances relate to amounts received or owing as at 31/07/2025

Receivables - Owner Arrears

Unit/Lot Details	Admin		Sinking	Total
	Contributions	Insurance Fund	Contributions	
00016	489.00	144.00	101.00	734.00
00020	1,040.00	288.00	216.00	1,544.00
Totals	1,529.00	432.00	317.00	2,278.00

Debtors

Nil

Allocated Advance Payments

Unit/Lot Details	Admin		Sinking	Total
	Contributions	Insurance Fund	Contributions	
00001	541.00	148.00	112.00	801.00
00002	541.00	148.00	112.00	801.00
00003	541.00	148.00	112.00	801.00
00004	541.00	148.00	112.00	801.00
00006	520.00	148.00	108.00	776.00
00007	520.00	148.00	108.00	776.00
00008	520.00	148.00	108.00	776.00
00009	520.00	148.00	108.00	776.00
00011	520.00	148.00	108.00	776.00
00012	489.00	144.00	101.00	734.00
00013	489.00	140.00	101.00	730.00
00015	489.00	144.00	101.00	734.00
00017	520.00	144.00	108.00	772.00
00018	520.00	144.00	108.00	772.00
00019	520.00	144.00	108.00	772.00
00021	520.00	144.00	108.00	772.00
00022	520.00	144.00	108.00	772.00
00023	520.00	144.00	108.00	772.00
00025	525.00	152.00	109.00	786.00
00027	525.00	152.00	109.00	786.00
00028	525.00	152.00	109.00	786.00
Totals	10,926.00	3,080.00	2,266.00	16,272.00

Outstanding Creditors

Nil

Notes to the Financial Statements
ATTICUS TOWNHOMES CTS 52891
33 Henderson Road EVERTON HILLS QLD 4053
31 July 2025
Printed 22/08/25 10:45

Unallocated Advance Payments

Nil

Remuneration

Commissions received by Whittles are disclosed in the Services Agreement between the Body Corporate and Whittles

Commissions received by Whittles for the financial year of the body corporate: \$2,077.02

Summary of Significant Accounting Policies

ATTICUS TOWNHOMES CTS 52891
33 Henderson Road EVERTON HILLS QLD 4053
1 August 2024 to 31 July 2025
Printed 22/08/25 10:45

Basis of Preparation

The Body Corporate agent has prepared the financial statements on the basis that the Body Corporate is a non-reporting entity because there are no users dependent on general purpose financial statements. These financial statements are therefore special purpose financial statements that have been prepared to meet the information needs of members.

The financial statements have been prepared in accordance with the significant accounting policies disclosed below, which the Body Corporate agent has determined are appropriate to meet the purposes of preparation. Such accounting policies are consistent with the prior period unless otherwise stated.

Basis of Accounting

The financial statements have been prepared on a modified accruals basis and are based on historical costs. Income has been recorded when receivable from the owners and the expenses are recorded when approved for payment, unless otherwise stated. Further manual accruing of expenses may occur as instructed.

Cash and cash equivalents

Cash and cash equivalents comprise deposits held on call with banks and other short-term highly liquid investments which are readily convertible to known amounts of cash and which are subject to an insignificant risk of change in value.

Goods and Services Tax

Income, expenditure and assets of the Corporation are recognised net of the amount of Goods and Services Tax (GST), except where the GST incurred is not recoverable from the Australian Taxation Office (ATO).

Receivables and payables are stated inclusive of GST.

The net amount of GST payable to, or recoverable from, the ATO is presented as the GST Control Account on the Statement of Assets and Liabilities.

Income Tax

The income tax expense charged to the Statement of Income and Expenditure comprises current income tax expense (income) and is the tax payable on taxable income calculated using applicable income tax rates enacted, or substantially enacted, as at the end of the reporting period.

Current tax liabilities (assets) are therefore measured at amounts expected to be paid to (recovered from) the ATO.

Only the non-member income of the Corporation is assessable for income tax purposes, as member income is excluded under the principle of mutuality.



Certificate of Insurance

ABN 29 008 096 277

Rhys Hamilton
 Body Corporate Atticus Townhomes
 CTS 52891
 C/- Whittles Body Corporate Services
 PO Box 709
 COORPAROO QLD 4151

Date: 12.01.2026
Invoice No: I4924750

This document certifies that the policy referred to below is currently intended to remain in force until 4:00pm on the expiry date shown and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions.

Class Residential Strata/Community Corporation

Insurer Longitude Insurance Pty Ltd
 PO Box 1813
 NORTH SYDNEY NSW 2059

Period 08.01.2026 to 13.08.2026

Policy No. LNG-STR-20284067

Important Notice

This certificate does not reflect in detail the policy terms and conditions and merely provides a brief summary of the insurance that is, to the best of our knowledge, in existence at the date we have issued this certificate. If you wish to obtain details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy contract.

Disclaimer

In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy. We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration to, or cancellation of the policy of insurance.

MGA Insurance Brokers Pty. Ltd.

ABN 29 008 096 277
 Level 2, 15 Carnaby Street
 MAROOCHYDORE
 QLD 4558

Phone: 07 5409 3450
 PO Box 1952
 SUNSHINE PLAZA QLD 4558

COVERAGE SUMMARY

Body Corporate Atticus Townhomes
 Residential Strata/Community Corporation

RESIDENTIAL STRATA/COMMUNITY CORPORATION**INSURED:**

Body Corporate for Atticus Townhouses CT 52891

SITUATION:

33 Henderson Road, Everton Hills QLD 4053

INTEREST INSURED:

Building Sum Insured	\$	16,392,000
Common Contents Sum Insured	\$	163,920
Loss of Rent/Temporary Accommodation	\$	2,458,800

Catastrophe/Emergency Cover	30%
-----------------------------	-----

Flood	Insured
Storm Surge	Not Insured

Glass	Insured
-------	---------

Theft	Insured
-------	---------

Public Liability	\$	50,000,000
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Voluntary Workers	Insured
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Weekly Benefit	\$	2,000
----------------	----	-------

Capital Benefit	\$	200,000
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Fidelity	\$	100,000
----------	----	---------

Office Bearers Liability	\$	5,000,000
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Machinery Breakdown	Not Insured
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Government Audit Costs	\$	30,000
------------------------	----	--------

Appeal expenses - common property health and safety breaches	\$	150,000
--	----	---------

Legal Defence Expenses	\$	50,000
------------------------	----	--------

Lot owners fixtures and fixings	\$	300,000
---------------------------------	----	---------

Floating floors	Insured
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Paint and Wallpaper (NSW & ACT only)	Not Insured
--------------------------------------	-------------

Loss of Market Value	Not Insured
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Workers Compensation (ACT, WA & TAS ONLY)	Not Insured
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MGA Insurance Brokers Pty. Ltd.

ABN 29 008 096 277
Level 2, 15 Carnaby Street
MAROOCHYDORE
QLD 4558

Phone: 07 5409 3450
PO Box 1952
SUNSHINE PLAZA QLD 4558

COVERAGE SUMMARY

Body Corporate Atticus Townhomes
Residential Strata/Community Corporation

EXCESS:

Standard Excess	\$	2,000
Flood Excess	\$	2,000
Storm, Tempest & Rainwater (each and every Claim)	\$	5,000
Storm Surge Excess	\$	2,000
Public Liability Excess	\$	2,000
Voluntary Workers Excess		7 Days
Fidelity Excess	\$	2,000
Office Bearers Liability Excess	\$	2,000
Machinery Breakdown Excess		Not Applicable
Government Audit Excess	\$	500
Appeal Expenses Excess	\$	500
Legal Defence Expenses Excess		\$1,000 + 10% contribution
Other excesses payable are shown in the Policy Wording		

ADDITIONAL POLICY BENEFITS AND CONDITIONS:

Storm Surge - cover granted if Storm Surge is caused by and immediately follows a named tropical cyclone, We will pay for loss, destruction or damage to Your Building and Common Contents as a result of Storm Surge. The maximum We will pay is \$2,000,000 or the Sum Insured for Buildings shown in Your Schedule, whichever is the lesser, any one Event and in the aggregate for all Events in the Period of Insurance.

MAJOR EXCLUSIONS :Terrorism
Others As Per Policy

This Document is a Summary of Cover Only. Please refer to the Product Disclosure Statement for Full Policy Limitations and Additional Excesses

UNDERWRITING INFORMATION:

Year Built	2019
Primary Wall Construction	Rendered Masonry
Secondary Wall Construction	Fibre Cement - No Asbestos
Roof Construction	Tin / Iron
Floor Construction	Concrete

Aluminium Composite Panels	No
Heritage Listed	No

Fire Protection	
Sprinkler systems in the complex basement/carpark?	No
Sprinkler systems in the complex units?	No
Fire hose reels located throughout the complex?	No

Number of Units	28
Number of Levels	3
Number of Basements	0
Number of Lifts	0
Number of Pools/Spas	0
Number of Gyms	0

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COVERAGE SUMMARY

Body Corporate Atticus Townhomes
Residential Strata/Community Corporation

Number of Playgrounds	0
Number of Water Features	0
Number of Jetties/Wharfs	0
Number of Separate Buildings	11
% of EPS	0 %
% Commercial Tenants	0 %
Additional Construction Comments:	
Upper external walls FC sheeting	

Valuation: 11 November 2025

Rate notice



Customer Service Centres
 Caboolture - 2 Hasking Street, Caboolture
 Redcliffe - 1 Irene Street, Redcliffe
 Strathpine - 220 Gympie Road, Strathpine

Postal Address
 PO Box 159
 CABOOLTURE QLD 4510

Customer Service
 Ph: 1300 522 192

ABN: 92 967 232 136
www.moretonbay.qld.gov.au



POS2MBCRA136_A1MA10/E-1061/S-11505-0319011
 Anthony M Zveglic and Wendy R Zveglic
 18 Brussels Street
 MASCOT NSW 2020

This information was prepared on 31 March 2026 for the period
 01 April 2026 to 30 June 2026

Property number: 687687

Property location:
 Unit 18 33 Henderson Road
 EVERTON HILLS QLD 4053

Property description: Lot 18 SP 293780

Valuation: \$63,063

Rating category: General Rate - Category USN (Residential
 Units CTS Non Owner Occupied)

Rate notice summary

Issue date: 13 April 2026

Your last bill	\$576.15
Payments / adjustments	\$-576.15
Opening balance	\$0.00
New rates and charges	\$576.15
Total due	\$576.15
Due date	13 May 2026

Direct Debit

Thank you for choosing direct debit as your payment option.

Your scheduled amount will continue to be debited from your bank account as arranged.

To view your direct debit schedule or to make changes to your direct debit arrangement visit
www.moretonbay.qld.gov.au/pay-your-rates

Go paperless!
 Receive your rates and reminders via email



Easy



Convenient



Sustainable

A \$2.50 paper notice fee will apply to all quarterly rate notices* received by post.



To register now scan the QR code
 or visit moretonbay.qld.gov.au/rates

*Ratepayers who receive a Council produced rate notice or self-funded notice ratepayers will be exempt from the fee for the rate notice issued for their principal place of residence.

Easy ways to pay



BPAY
 Biller code: 339457
 Reference number: 50 0687 6870 0687 6877



PHONE
 Call (07) 3480 6349 (Mastercard and Visa only)
 Reference number: 50 0687 6870 0687 6877



ONLINE
 Scan the QR code or visit
www.moretonbay.qld.gov.au/pay-your-rates
 Reference number: 50 0687 6870 0687 6877



Pay in-store at Australia Post



*2471 500687687006876877



IN PERSON
 Pay at any of Council's Customer Service Centres
 Mon to Fri 8.30am - 5pm



MAIL
 Send your payment and remittance slip to:
 Moreton Bay City Council
 PO Box 159
 CABOOLTURE QLD 4510

If you are having difficulty paying, please call Council as soon as possible so we can assist you in setting up a payment plan schedule or visit www.moretonbay.qld.gov.au/rates



Mr A M & Mrs W R Zveglic
18 Brussels St
MASCOT NSW 2020

WATER AND SEWERAGE YOUR BILL

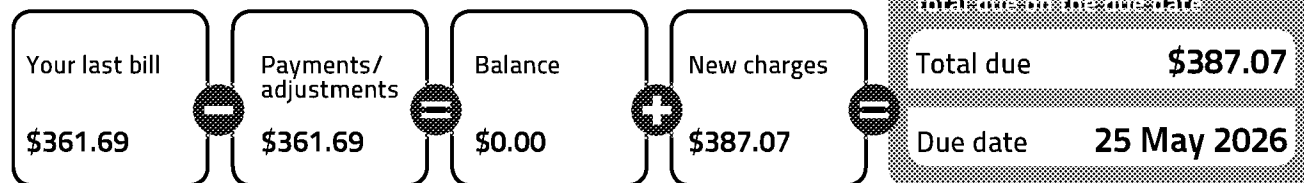
1300 086 489
Emergencies and faults 24 Hours, 7 days
Account enquiries 8am-5pm Mon-Fri

unitywater.com
ABN 89 791 717 472

Account number 99940184
Payment reference 0999 4018 47
Property Unit 18/33 Henderson Rd,
EVERTON HILLS, QLD

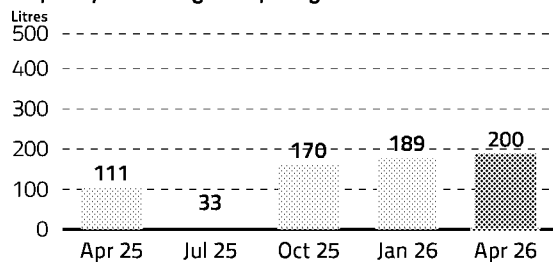
Bill number 7128603827
Billing period 16 Jan 2026
95 days to 20 Apr 2026
Issue date 23 Apr 2026
Approximate date of next meter reading 13 Jul 2026

Your account activity

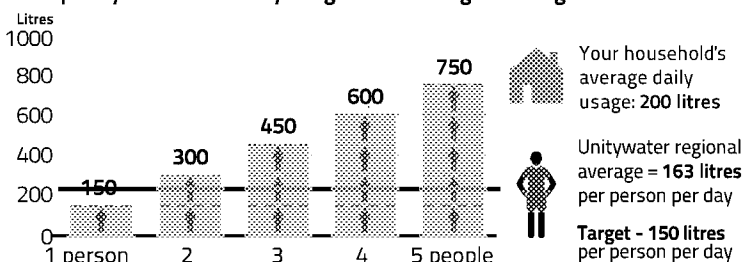


8% interest per annum, compounding daily, will apply to any amount not paid by the due date.

Compare your average daily usage over time



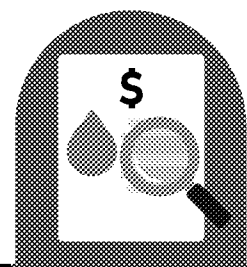
Compare your current daily usage with our regional target of 150 litres



What does **your** water bill pay for?

Your investment in safe and reliable water and wastewater services.

Learn more at unitywater.com/yourwaterbill



Easy ways to pay For other payment options - see over



BPAY®
Biller Code: 130393
Ref: 0999 4018 47
Contact your bank or financial institution to pay from your cheque, savings, debit, credit card or transaction account.
Find out more at bpay.com.au
® Registered to BPAY Pty Ltd ABN 69 079 137 518



Direct Debit
Login to My Account at unitywater.com to set up automatic payments from your bank account or credit card or call us for assistance.

SmoothPay

Smooth out your bill payments across the year with regular fortnightly or monthly payments, interest free.
Find out more at unitywater.com/smoothpay

Your account details

Water meter details 1 kilolitre (kL) = 1000 litres (L)

Meter ID	Previous read date	Previous reading (kL)	Current read date	Current reading (kL)	Usage (kL)	No. of days	Average daily usage (L)
UT1818270W	15 Jan 26	478	20 Apr 26	497	19	95	200.0
Total water usage					19	95	200.0
Total sewerage usage (waste and greywater) = 90% of water usage					17.10	95	180.0

Activity since last bill

Last bill	\$361.69
Payments / adjustments	
20 Feb 2026 CBA BPAY BPAY 20/02/2026	-\$361.69
Account balance	\$0.00 ❶

Water and Sewerage Charges

Lot 18 Plan SP293780 Installation ID 223164324469

State Bulk Water Price	Period	kL/day	x Days	x Price/kL	
State Govt Bulk Water	16 Jan 26 to 20 Apr 26	0.2000	95	\$3.517	\$66.82

This is how much Unitywater pays to purchase water from the State Government, and is passed on to customers at cost.

Unitywater (local government distributor-retailer price)

Variable Usage Charges	Period	kL/day	x Days	x Price/kL	
Water up to 822 L/day	16 Jan 26 to 20 Apr 26	0.2000	95	\$0.787	\$14.95
Sewerage up to 740 L/day	16 Jan 26 to 20 Apr 26	0.1800	95	\$0.787	\$13.46
Fixed Access Charges	Period	x No.	x Days	x Price/day	
Water Access 20mm	16 Jan 26 to 20 Apr 26	1	95	\$1.025	\$97.38
Sewerage Access	16 Jan 26 to 20 Apr 26	1	95	\$2.047	\$194.46
Water subtotal					\$179.15
Sewerage subtotal					\$207.92

New water and sewerage charges \$387.07 ❷

Total Due = ❶ + ❷ \$387.07

Important information

Payment assistance
If you are having difficulty paying, please call Unitywater as soon as you receive your bill and before its due date to discuss how we can help.

Changing contact details
Login to My Account at unitywater.com for quick, easy changes online 24/7 or call us during business hours.

Pensioners
If you own and live at your property and have an eligible concession card, you may apply for a pensioner rebate. Please call Unitywater or fill out our easy online form at unitywater.com/pensioner

Credit card payments
Only MasterCard and Visa are accepted. A credit card surcharge may apply to your payment. Learn more at unitywater.com/creditcard

Interest on overdue amounts
Interest of 8% per annum, compounding daily, will apply to any amount not paid by the due date.

Water efficiency
For water efficiency tips, visit unitywater.com/water-tips

Interpreter service 13 14 50
高壓電話131450，傳真131450
أصل من 131450، الفاكس 131450
Kutimong 131450, fax 131450
071111 8280128 131450 25 131450
Kutimong 131450, fax 131450

Privacy policy
We've updated our privacy policy so that we can deliver improved services with trusted partners. Visit unitywater.com/privacy

International calls
+61 7 5431 8333
unitywater.com
PO Box 953
Cairns QLD 4850
1300 086 489

More payment options

 **Credit card by phone or online**
To make a one-off credit card (Visa or MasterCard only) payment call 1300 047 763 or go to unitywater.com. A credit card surcharge may apply.
Ref: 0999 4018 47

 **Cheques by mail**
Send this portion with your cheque payable to: Unitywater, Locked Bag 2, Maroochydore BC QLD 4558

 **In person, by phone or online**
Billpay Code: 4028
Ref: 0999 4018 47
Pay in person at any post office, call 13 18 16, or go to postbillpay.com.au



*4028 0999401847 00038707

Account number	99940184
Payment reference	0999 4018 47
Total due	\$387.07
Due date	25 May 2026

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



Part 1 Tenancy information



1.1 Lessor

Name/trading name A & W Zveglic

Address

In files

Postcode

1.2 Phone

Mobile

ABN (optional)

Email

Note - Item 1.2 is optional.



2.1 Tenant/s

1. Full name/s Ruby Wallace

Phone

In files

Email

In files

Emergency contact full name/s

Emergency contact phone

Emergency contact email

2. Full name/s

Phone

Email

Emergency contact full name/s

Emergency contact phone

Emergency contact email

3. Full name/s

Phone

Email

Emergency contact full name/s

Emergency contact phone

Emergency contact email

2.2 Address for service (if different from address of the premises in item 5.1) Attach a separate list

Item 2.2 is optional. See clause 48(4).



3.1 Lessor's agent If applicable.

Full name/trading name CONNOR JT PROPERTY PTY LTD

Address

168 Galaxy Street

Bridgeman Downs

QLD

Postcode 4035

3.2 Phone

Mobile

ABN (optional)

0450924850

Email

connorjtproperty@hotmail.com

Note: Item 3.2 is optional.



General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



Item 4

Notices may be given to

(Indicate if the email is different from item 1, 2 or 3 above)

4.1 Lessor

Email Yes ☐ No ☒

Text Message Yes ☐ No ☐ Facsimile Yes ☐ No ☒

4.2 Tenant/s

Email Yes ☒ No ☐

Text Message Yes ☐ No ☐ Facsimile Yes ☐ No ☐

4.3 Agent

Email Yes ☒ No ☐

Text Message Yes ☐ No ☐ Facsimile Yes ☐ No ☐

Item 5

5.1 Address of the rental premises

18 / 33 Henderson Rd, Everton Hills

QLD Postcode 4035

5.2 Inclusions provided. For example, furniture or other household goods let with the premises. Attach list if necessary

As per Entry Condition Report

5.3 Details of current repair orders for the rental premises or inclusions

Item 6

6.1 The term of the agreement is ☒ fixed term agreement ☐ periodic agreement

6.2 Starting on 29 / 07 / 2026

6.3 Ending on 03 / 12 / 2026

See clause 4(2)

Fixed term agreements only. For continuation of tenancy agreement, see clause 6

Item 7

Rent \$ 780 per ☒ weekly ☐ fortnightly ☐ monthly See clause 8(1)

Item 8

Rent must be paid on the Friday day of each fortnight

Insert day. See clause 8(2)

Insert week, fortnight or month

Item 9

Methods of rent payment Insert the ways the rent must be paid. See clause 8(3)(a)

Method 1 Electronic Fund Transfer or Direct Deposit

Method 2

Details for direct credit

BSB no. 084-261 Bank/building society/credit union NAB

Account no. 74-641-4955 Account name Connor JT Property

Payment reference 3318 Ruby Wallace



Item 10 Place of rent payment Insert where the rent must be paid. Item 10 is optional. See clause 8(6) to (8)

168 Galaxy Street, Bridgeman Downs, 4035

Item 11 Day of last rent increase Insert the day the rent was last increased for the premises

28 / 07 / 2024

Note: The lessor/lessor's agent must not increase, or propose to increase, the rent payable by a tenant less than 12 months after the last rent increase for the residential premises. Rent increase requirements do not apply to exempt lessors. The Act provides definitions for an exempt lessor.

Item 12 Rental bond amount \$ 3120 See clause 13

Item 13 13.1 The services supplied to the premises for which the tenant must pay See clause 16

Electricity ☒ Yes ☐ No Any other service that a tenant must pay ☒ Yes ☐ No
Gas ☒ Yes ☐ No Type Any other services tenant connects See special terms (page 12)
Phone ☒ Yes ☐ No

13.2 Is the tenant to pay for water supplied to the premises See clause 17

☒ Yes ☐ No

Item 14 If the premises is not individually metered for a service under item 13.1, the apportionment of the cost of the service for which the tenant must pay.

For example, insert the percentage of the total charge the tenant must pay. See clause 16(c)

Electricity 100% Any other service stated in item 13.1 100%
Gas 100% See special terms (page 12)
Phone 100%

Item 15 How services must be paid for Insert for each how the tenant must pay. See clause 16(d)

Electricity As account holder, direct to supplier
Gas As account holder, direct to supplier
Phone As account holder, direct to supplier
Any other service stated in item 13.1 See special terms (page 12) As account holder, direct to supplier

Item 16 Number of persons allowed to reside at the premises 1 See clause 22

Item 17 17.1 Are there any body corporate by-laws applicable to the occupation of the premises by a tenant? ☒ Yes ☐ No

17.2 Has the tenant been given a copy of the relevant by-laws See clause 23 ☒ Yes ☐ No

Item 18 18.1 Name and telephone number of the lessor's nominated repairer for each of the following repairs

Electrical repairs Contact Agent Phone 0450 924 850
Plumbing repairs Contact Agent Phone 0450 924 850
Other repairs Contact Agent Phone 0450 924 850

18.2 Are the nominated repairers the tenant's first point of contact for notifying the need for emergency repairs? See clause 31(4)

☒ Yes
☐ No - please provide lessor contact details below

Name Phone

Item 19 The type and number of pets approved by the lessor to be kept at the premises See clauses 34 to 37

Type DOGS Number 2 Type Number

For more information on what is defined as a pet and working dog visit the RTA's Renting with pets webpage.

Part 2 Standard Terms

Division 1 Preliminary

1 Interpretation

In this agreement -

- (a) a reference to *the premises* includes a reference to any inclusions for the premises stated in item 5.2; and
- (b) a reference to a numbered section is a reference to the section in the *Residential Tenancies and Rooming Accommodation Act 2008 (the Act)* with that number; and
- (c) a reference to a numbered item is a reference to the item with that number in part 1 of this agreement; and
- (d) a reference to a numbered clause is a reference to the clause of this agreement with that number.

2 Terms of a general tenancy agreement - ss 52 and 54-56

- (1) This part states, under section 55, the standard terms of a general tenancy agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the lessor and tenant that are taken to be included as terms of this agreement.
- (3) The lessor and tenant may agree on other terms of this agreement (*special terms*).
- (4) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (5) A standard term overrides a special term if they are inconsistent.
- (6) Any body corporate by-laws that apply to the occupation of the premises by the tenant, for the time being in force, are taken to be terms of this agreement.
- (7) A breach of this agreement may also be an offence under the Act.
Examples for subclause (7) -
 - 1 It is an offence for the lessor or lessor's agent to enter the premises in contravention of the rules of entry under sections 192 to 199.
 - 2 It is an offence if the tenant does not sign and return the condition report to the lessor or lessor's agent under section 65.

3 More than 1 lessor or tenant

- (1) This clause applies if more than 1 person is named in item 1 or 2
- (2) Each lessor named in item 1 must perform all of the lessor's obligations under this agreement.
- (3) Each tenant named in item 2 -
 - (a) holds their interest in the tenancy -
 - (i) if a special term states the tenants are joint tenants—as a joint tenant; or
 - (ii) otherwise—as a tenant in common; and
 - (b) must perform all the tenant's obligations under this agreement.

Division 2 Entering tenancy

4 Start of tenancy

- (1) The tenancy starts on the day stated in item 6.2.
- (2) However, if no day is stated or if the stated day is before the signing of this agreement, the tenancy starts when the tenant is or was given a right to occupy the premises.

5 Entry condition report - s 65

- (1) The lessor or lessor's agent must prepare, in the approved form, and sign a condition report for the premises.
- (2) A copy of the condition report must be given to the tenant on or before the day the tenant occupies the premises under this agreement.
- (3) If the tenant does not agree with the condition report, the tenant must mark the copy of the report in an appropriate way to show the parts the tenant disagrees with.

- (4) The tenant must sign and return the copy of the condition report to the lessor or lessor's agent no later than 7 days after the later of the following days -
 - (a) the day the tenant occupies the premises;
 - (b) the day the tenant is given the copy of the condition report.
- (5) After the copy of the condition report is returned to the lessor or lessor's agent by the tenant, the lessor or lessor's agent must make a copy of the condition report and return it to the tenant within 14 days.
- (6) However, the lessor or lessor's agent does not have to prepare a condition report for the premises if -
 - (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
 - (b) in accordance with the Act, a condition report was prepared for the premises for the earlier residential tenancy agreement.
- (7) If a condition report is not prepared for this agreement because subclause (6) applies, the condition report prepared for the earlier residential tenancy agreement is taken to be the condition report for this agreement.

6 Continuation of fixed term agreement - s 70

- (1) This clause applies if -
 - (a) this agreement is a fixed term agreement; and
 - (b) none of the following notices are given, or agreements or applications made before the day the term ends (the *end day*) -
 - (i) a notice to leave;
 - (ii) a notice of intention to leave;
 - (iii) an abandonment termination notice;
 - (iv) a notice, agreement or application relating to the death of a sole tenant under section 324A;
 - (v) a separate written agreement between the lessor and tenant under section 277(a) to end this agreement.
- (2) This agreement, other than a term about this agreement's term, continues to apply after the end day on the basis that the tenant is holding over under a periodic agreement.

Note - For more information about certain notices, see the information statement.

7 Costs apply to early ending of fixed term agreement - s 357A

- (1) This clause applies if -
 - (a) this agreement is a fixed term agreement; and
 - (b) the tenant ends this agreement before the term ends other than in a way permitted under the Act.
- (2) The tenant must pay the reletting costs under section 357A(3).
Note - For when the tenant may end this agreement early under the Act, see clause 40 and the information statement.
- (3) This clause does not apply if, after experiencing domestic violence, the tenant ends the tenant's interest in this agreement under chapter 5, part 1, division 3, subdivision 2A of the Act.
For more information visit the Domestic violence in a rental property webpage on the RTA website.

Division 3 Rent

8 When, how and where rent must be paid - ss 83 and 85

- (1) The tenant must pay the rent stated in item 7.
- (2) The rent must be paid on the days stated in item 8.
- (3) The rent must be paid -
 - (a) in a way stated in item 9; or
 - Note* - Under section 83, at least 2 ways for the tenant to pay the rent must be stated in this agreement.
 - (b) in a way agreed after the signing of this agreement by -
 - (i) the lessor or tenant giving the other party a notice proposing a way; and
 - (ii) the other party agreeing to the proposal in writing; or
 - (c) if the lessor or lessor's agent intends to change the way rent is paid to a way that is not stated in item 9 and no way is agreed to after the signing of this agreement - in a way the lessor or lessor's agent proposes by written notice to the tenant under section 84A.
- (4) The lessor or lessor's agent must give the tenant a notice advising of the costs associated with the ways to pay rent offered to the tenant that the tenant would not reasonably be aware of if the lessor or lessor's agent knows or could reasonably be expected to find out about the costs.
- (5) Also, the lessor or lessor's agent must declare any financial benefit the lessor or lessor's agent may receive if the tenant uses a particular way to pay rent.
- (6) If a place is stated in item 10, the rent must be paid at the place.
- (7) If, after the signing of this agreement, the lessor gives a notice to the tenant stating a place, or a different place, for payment of rent and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (8) If no place is stated in item 10 and there is no notice stating a place, the rent must be paid at an appropriate place.

Examples of an appropriate place -

- the lessor's address for service
- the office of the lessor's agent

9 Rent in advance - s 87

The lessor or lessor's agent may require the tenant to pay rent in advance only if the payment is not more than -

- (a) for a periodic agreement - 2 weeks rent; or
- (b) for a fixed term agreement - 1 month rent.

Note - Under section 87(2), the lessor or the lessor's agent must not require payment of rent under this agreement in a period for which rent has already been paid.

10 Rent increases - ss 91 and 93

- (1) If the lessor proposes to increase the rent, the lessor must give notice of the proposal to the tenant.
- (2) The notice must state -
 - (a) the amount of the increased rent; and
 - (b) the day from when the rent is payable; and
 - (c) the day the rent was last increased for the premises.
- (3) The day stated from when the increased rent is payable must not be earlier than the later of the following -
 - (a) 2 months after the day the notice is given;
 - (b) 12 months after the last rent increase for the premises in accordance with section 93.
- (4) Subject to an order of a tribunal, the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.
- (5) However, the increased rent is payable by the tenant only if -
 - (a) the rent is increased in compliance with this clause and the Act; and
 - (b) the increased rent is not payable earlier than 12 months after the last rent increase for the premises in accordance with section 93; and

- (c) the increase in rent does not relate to -
 - (i) compliance of the premises with the prescribed minimum housing standards; or
 - (ii) keeping a pet or working dog at the premises.
- (6) Also, if this agreement is a fixed term agreement, the rent may not be increased before the term ends unless -
 - (a) this agreement provides for the rent increase; and
 - (b) this agreement states the amount of the increase or how the amount of the increase is to be worked out; and
 - (c) the increase is made in compliance with the matters mentioned in paragraph (b).

11 Application to tribunal about rent increase - s 92

- (1) After the lessor gives the tenant notice of a proposed rent increase, the tenant may apply to the tribunal for an order reducing or setting aside the amount of the proposed increase if the tenant believes the increase -
 - (a) is excessive; or
 - (b) is not payable under clause 10.
- (2) However, the application must be made -
 - (a) within 30 days after the tenant receives the notice; and
 - (b) if this agreement is a fixed term agreement - before the term of this agreement ends.

12 Rent decreases - s 94

Under section 94, the rent may decrease in certain situations.

Note - For information about the situations, see the information statement.

Division 4 Rental bond

13 Rental bond required - ss 111 and 116

- (1) If a rental bond is stated in item 12, the tenant must pay to the lessor or the lessor's agent the bond -
 - (a) if a special term requires the bond to be paid at a stated time - at the stated time; or
 - (b) if a special term requires the bond to be paid by instalments - by instalments; or
 - (c) otherwise - when the tenant signs this agreement.
- Note* - There is a maximum rental bond that may be required. See sections 112(1) and 146 and the information statement.
- (2) The lessor or the lessor's agent must, within 10 days of receiving the rental bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.
- (3) The rental bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.

Example - The lessor may claim against the rental bond if the tenant does not leave the premises in the required condition at the end of the tenancy.

Note - For how to apply to the authority or a tribunal for the rental bond at the end of the tenancy, see sections 125 to 141 and the information statement.

14 Increase in rental bond - s 154

- (1) The tenant must increase the rental bond if -
 - (a) the rent increases and the lessor gives notice to the tenant to increase the bond; and
 - (b) the notice is given at least 11 months after -
 - (i) this agreement started; or
 - (ii) if the bond has been increased previously, following a notice given under this clause - the day stated in the notice, or the last notice, for making the increase.
- (2) The notice must state the increased amount and the day by which the increase must be made.
- (3) For subclause (2), the day must be at least 1 month after the notice is given to the tenant.

Division 5 Outgoings

15 Outgoings - s 163

- (1) The lessor must pay all charges, levies, premiums, rates or taxes for the premises, other than a service charge for the premises.

Examples -

body corporate levies, council general rates, sewerage charges, environment levies, land tax

- (2) This clause does not apply if -
- (a) the lessor is the State; and
 - (b) rent is not payable under the agreement; and
 - (c) the tenant is an entity receiving financial or other assistance from the State to supply rented accommodation to persons.

16 General service charges - ss 164 and 165

The tenant must pay a service charge, other than a water service charge, for a service supplied to the premises during the tenancy if -

- (a) the tenant enjoys or shares the benefit of the service; and
- (b) the service is stated in item 13.1; and
- (c) either -
 - (i) the premises are individually metered for the service; or
 - (ii) Item 14 states how the tenant's apportionment of the cost of the service is to be worked out; and
- (d) item 15 states how the charge may be recovered by the lessor from the tenant.

Note - Section 165(3) limits the amount the tenant must pay.

17 Water service charges - ss 164, 166 and 166A

- (1) The tenant must pay an amount for the water consumption charges for the premises if -
- (a) the tenant is enjoying or sharing the benefit of a water service to the premises; and
 - (b) the premises are individually metered for the supply of water or water is supplied to the premises by delivery by means of a vehicle; and
 - (c) Item 13.2 states that the tenant must pay for water supplied to the premises.
- (2) However, the tenant does not have to pay an amount -
- (a) that is more than the amount of the water consumption charges payable to the relevant water supplier; or
 - (b) that is a fixed charge for the water service to the premises.
- (3) Also, the tenant does not have to pay an amount for a reasonable quantity of water supplied to the premises for a period if, during the period, the premises are not water efficient for section 166.
- (4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169(4)(a) to (e).
- (5) The lessor must give the tenant copies of water consumption charges documents within 4 weeks after the lessor receives the documents.
- (6) The tenant must pay the amount of the water consumption charge to the lessor within 4 weeks after the lessor gives the tenant copies of the water consumption charges documents about the incurring of the amount.
- (7) The tenant is not required to pay an amount for the water consumption charges if the tenant has not received a copy of the water consumption charges document about the amount payable to the relevant water supplier.
- (8) Subclause (9) applies if water consumption charges are payable for a period that includes part but not all of a period specified, or to be specified, in a water consumption charges document.

- (9) The tenant may be required to pay an amount calculated for a partial billing under section 166A using -
- (a) a meter reading for the premises recorded in a condition report; and
 - (b) a reasonable estimate of the volume of water supplied to the premises during the period for which water consumption charges are payable by the tenant; and
 - (c) the rate used to calculate the water consumption charge stated in the most recent water consumption charges document.
- (10) In this clause -
- water consumption charge, for premises, means the variable part of a water service charge assessed on the volume of water supplied to the premises.***

Note - If there is a dispute about how much water (or any other service charge) the tenant should pay, the lessor or the tenant may attempt to resolve the dispute by conciliation.

water consumption charges document means a document, issued to the lessor by the relevant water supplier, stating the amount of water consumption charges for the premises that are payable to the supplier.

Division 6 Rights and obligations during tenancy

Subdivision 1 Occupation and use of premises

18 No legal impediments to occupation - s 181

The lessor must ensure there is no legal impediment to occupation of the premises by the tenant as a residence for the term of the tenancy if, when entering into this agreement, the lessor knew about the impediment or ought reasonably to have known about it.

Examples of possible legal impediments -

- if there is a mortgage over the premises, the lessor might need to obtain approval from the mortgagee before the tenancy can start
- a certificate might be required under the *Building Act 1975* before the premises can lawfully be occupied
- the zoning of the land might prevent use of a building on the land as a residence

19 Vacant possession and quiet enjoyment - ss 182 and 183

- (1) The lessor must ensure the tenant has vacant possession of the premises (other than a part of the premises that the tenant does not have a right to occupy exclusively) on the day the tenant is entitled to occupy the premises under this agreement.
- Note - Parts of the premises where the tenant does not have a right to occupy exclusively may be identified in a special term.*
- (2) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.
- (3) The lessor or the lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

20 Lessor's right to enter the premises - ss 192-199

The lessor or the lessor's agent may enter the premises during the tenancy only if the obligations under sections 192 to 199 have been complied with.

21 Tenant's use of premises - ss 10 and 184

- (1) The tenant may use the premises -
 - (a) only as a place of residence; or
 - (b) mainly as a place of residence and for another use allowed under a special term.
- (2) The tenant must not -
 - (a) use the premises for an illegal purpose; or
 - (b) cause a nuisance by the use of the premises; or

Examples of things that may constitute a nuisance -

 - using paints or chemicals on the premises that go onto or cause odours on adjoining land
 - making loud noises
 - allowing large amounts of water to escape onto adjoining land
 - (c) interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant; or
 - (d) allow another person on the premises to interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant.

22 Number of occupants allowed

No more than the number of persons stated in item 16 may reside at the premises.

23 Body corporate by-laws - s 69

- (1) The lessor must give the tenant a copy of any body corporate by-laws applicable to -
 - (a) the occupation of the premises; or
 - (b) any common area available for use by the tenant with the premises.
- (2) The tenant must comply with the body corporate by-laws.
- (3) Subclause (1) does not apply if -
 - (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
 - (b) the lessor gave the tenant a copy of the body corporate by-laws in relation to the earlier agreement.

Subdivision 2 Standard of premises

24 Lessor's obligations - s 185

- (1) At the start of the tenancy, the lessor must ensure -
 - (a) the premises are clean; and
 - (b) the premises are fit for the tenant to live in; and
 - (c) the premises are in good repair; and
 - (d) the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises; and
 - (e) the premises otherwise comply with any prescribed minimum housing standards applying to the premises.
- (2) While the tenancy continues, the lessor must -
 - (a) maintain the premises in a way that the premises remain fit for the tenant to live in; and
 - (b) maintain the premises in good repair; and
 - (c) ensure any law dealing with issues about the health or safety of persons using or entering the premises is complied with; and
 - (d) keep any common area included in the premises clean; and
 - (e) ensure the premises otherwise comply with any prescribed minimum housing standards applying to the premises.
- (3) However, the lessor is not required to comply with subclause (1)(c) or (2)(a) for any non-standard items and the lessor is not responsible for their maintenance if -
 - (a) the lessor is the State; and
 - (b) the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and
 - (c) the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and

- (d) the non-standard items are not a risk to health or safety; and
- (e) for fixtures - the fixtures were not attached to the premises by the lessor.

- (4) In this clause -

non-standard items means the fixtures attached to the premises and inclusions supplied with the premises stated in this agreement for item 5.2.

premises include any common area available for use by the tenant with the premises.

25 Tenant's obligations generally - s 188

- (1) The tenant must keep the premises clean, having regard to their condition at the start of the tenancy.
- (2) The tenant must not maliciously damage, or allow someone else to maliciously damage, the premises.
- (3) The tenant's obligations under this clause do not apply to the extent the obligations would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises caused by an act of domestic violence experienced by the tenant.

For more information visit the Domestic violence in a rental property webpage on the RTA website.

Subdivision 3 The dwelling

26 Fixtures or structural changes - ss 207-209

- (1) The tenant may attach a fixture, or make a structural change, to the premises only if -
 - (a) the tenant gives the lessor a request, in the approved form, for approval to attach the fixture or make the structural change; and
 - (b) the lessor agrees to the request; and
 - (c) for body corporate premises—the body corporate agrees to the request; and
 - (d) the fixture is attached, or structural change is made, in accordance with the lessor's agreement.

Note – Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. Attaching a fixture may include, for example, gluing, nailing or screwing the fixture to a wall.

- (2) The lessor must -
 - (a) decide the request -
 - (i) within 28 days after receiving the request; or
 - (ii) if the premises are not body corporate premises—within a longer period, if agreed to by the tenant and lessor; and
 - (b) advise the tenant of the lessor's decision; and
 - (c) if the lessor agrees to the request and the premises are body corporate premises -
 - (i) state that the lessor's agreement is subject to the agreement by the body corporate; and
 - (ii) give the request to the body corporate within 28 days after receiving the request; and
 - (iii) advise the tenant as soon as reasonably practicable of the body corporate's decision about the request.
- (3) If the lessor agrees to the request, the lessor must give the tenant an agreement that -
 - (a) is in writing; and
 - (b) describes the nature of the fixture or structural change; and
 - (c) states any conditions of the agreement, including any conditions given by the body corporate.

Examples of conditions -

- that the tenant must maintain the fixture in a particular way
- that the tenant must remove the fixture and must repair damage caused by removing the fixture
- that the lessor must compensate the tenant for the fixture if the tenant can not remove it

- (4) The tenant must comply with any conditions of the agreement given by the lessor or body corporate.

- (5) In this clause—
body corporate premises means premises –
 (a) that are part of a body corporate scheme; and
 (b) for which, under a body corporate law or body corporate by-law, the approval of the body corporate is required for the attachment of a fixture, or the making of a structural change, to the premises.

27 Action by lessor for breach of lessor's agreement about fixture or structural change – s 209A

- (1) This clause applies if—
 (a) the tenant attaches a fixture, or makes a structural change, to the premises; and
 (b) the lessor's agreement is given under section 208 to attach the fixture or make the structural change; and
 (c) the tenant does not attach the fixture, or make the structural change, in accordance with the lessor's agreement.
- (2) The lessor may –
 (a) take action for a breach of a term of this agreement; or
 (b) waive the breach and treat the fixture or structural change as an improvement to the premises for the lessor's benefit.

28 Supply of locks and keys - s 210

- (1) The lessor must supply and maintain all locks necessary to ensure the premises are reasonably secure.
- (2) The lessor must give the tenant, or if there is more than 1 tenant, give 1 of the tenants, a key for each lock that –
 (a) secures an entry to the premises; or
 (b) secures a road or other place normally used to gain access to, or leave, the area or building in which the premises are situated; or
 (c) is part of the premises.
- (3) If there is more than 1 tenant, the lessor must give the other tenants a key for the locks mentioned in subclause (2)(a) and (b).

29 Changing locks - ss 211 and 212

- (1) The lessor or tenant may change a lock at the premises only if –
 (a) the other party to this agreement agrees to the change; or
 (b) the lessor or tenant has a reasonable excuse for making the change; or
 (c) the lessor or tenant believes the change is necessary because of an emergency; or
 (d) the lock is changed to comply with an order of the tribunal.
- (2) However, the tenant may also change a lock at the premises if the tenant –
 (a) believes the change is necessary to protect the tenant or another occupant of the premises from domestic violence; and
 For more information visit the Domestic violence in a rental property webpage on the RTA website.
 (b) engages a locksmith or other qualified tradesperson to change the lock.
- (3) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- (4) If the lessor or tenant changes the lock, the lessor or tenant must give the other party to this agreement a key for the changed lock, unless –
 (a) the other party agrees to not being given the key; or
 (b) the tribunal orders that the key not be given to the other party.
- (5) If the tenant changes a lock under subclause (2) and gives the lessor a key for the changed lock, the lessor must not give the key to any other person without the tenant's agreement or a reasonable excuse.
- (6) The right of the lessor or tenant to change a lock under this clause is subject to a body corporate law or a body corporate by-law that applies to the premises.

Subdivision 4 Damage and repairs

30 Meaning of emergency and routine repairs – ss 214 and 215

- (1) **Emergency repairs** are works needed to repair any of the following –
 (a) a burst water service or serious water service leak;
 (b) a blocked or broken lavatory system;
 (c) a serious roof leak;
 (d) a gas leak;
 (e) a dangerous electrical fault;
 (f) flooding or serious flood damage;
 (g) serious storm, fire or impact damage;
 (h) a failure or breakdown of the gas, electricity or water supply to the premises;
 (i) a failure or breakdown of an essential service or appliance on the premises for hot water, cooking or heating;
 (j) a fault or damage that makes the premises unsafe or insecure;
 (k) a fault or damage likely to injure a person, damage property or unduly inconvenience a tenant of the premises;
 (l) a serious fault in a staircase, lift or other common area of the premises that unduly inconveniences a tenant in gaining access to, or using, the premises.
- (2) Also, **emergency repairs** are works needed for the premises to comply with the prescribed minimum housing standards.
- (3) **Routine repairs** are repairs other than emergency repairs.

31 Nominated repairer for emergency repairs - s 216

- (1) The lessor's nominated repairer for emergency repairs of a particular type must be stated either –
 (a) in item 18; or
 (b) in a notice given by the lessor to the tenant.
- (2) The notice must state –
 (a) the name and telephone number of the nominated repairer; and
 (b) whether or not the nominated repairer is the tenant's first point of contact for notifying of the need for emergency repairs.
- (3) The lessor must give notice to the tenant of any change of the lessor's nominated repairer or the telephone number of the nominated repairer.
- (4) This clause does not apply if –
 (a) the lessor has given the tenant a telephone number of the lessor; and
 (b) the lessor gives notice to the tenant that the lessor is to arrange for emergency repairs to be made to the premises.

32 Notice of damage - s 217

- (1) If the tenant knows the premises have been damaged, the tenant must give notice as soon as practicable of the damage.
- (2) If the premises need routine repairs, the notice must be given to the lessor.
- (3) If the premises need emergency repairs, the notice must be given to the lessor if –
 (a) there is no nominated repairer for the repairs; or
 (b) a nominated repairer for the repairs is not the tenant's first point of contact; or
 (c) a nominated repairer for the repairs is the tenant's first point of contact but the tenant has been unable to contact the repairer after making reasonable efforts.
- (4) If the premises need emergency repairs and there is a nominated repairer of the lessor for the repairs, the notice must be given to the repairer if –
 (a) the repairer is the tenant's first point of contact; or
 (b) the repairer is not the tenant's first point of contact but the tenant has been unable to contact the lessor after making reasonable efforts.
- (5) Despite clause 48, a notice under this clause does not need to be written.

- (6) This clause does not apply to the tenant for damage caused by an act of domestic violence experienced by the tenant.
For more information visit the Domestic violence in a rental property webpage on the RTA website.

33 Emergency repairs arranged by tenant - ss 218 and 219

- (1) The tenant may arrange for a suitably qualified person to make emergency repairs of the premises or apply to the tribunal under section 221 for orders about the repairs if –
(a) the tenant has been unable to notify the lessor or nominated repairer of the need for the repairs; or
(b) the repairs are not made within a reasonable time after notice is given.

Note – Section 219A also provides that the lessor's agent may arrange for emergency repairs.

- (2) The maximum amount that may be incurred for emergency repairs arranged to be made by the tenant is an amount equal to the amount payable under this agreement for 4 weeks rent.

Note – For how the tenant may require reimbursement for the repairs, see sections 219(2) and (3) and 220 and the information statement.

Subdivision 5 Pets

34 Keeping pets and other animals at premises – ss 184B and 184G

- (1) The tenant may keep a pet or other animal at the premises only with the approval of the lessor.
(2) However, the tenant may keep a working dog at the premises without the lessor's approval.
(3) The tenant has the approval of the lessor to keep a pet at the premises if keeping the pet at the premises is consistent with item 19.

Notes –

1 If item 19 states 2 cats, the tenant is approved by the lessor to keep up to 2 cats at the premises.

2 For additional approvals to keep a pet at the premises see clause 36.

- (4) An authorisation to keep the pet or working dog at the premises continues for the life of the pet or working dog and is not affected by any of the following matters –
(a) the ending of this agreement, if the tenant continues occupying the premises under a new agreement;
(b) a change in the lessor or lessor's agent;
(c) for a working dog – the retirement of the dog from the service the dog provided as a working dog.

- (5) An authorisation to keep a pet, working dog or other animal at the premises may be restricted by a body corporate by-law or other law about keeping animals at the premises.

Examples –

1 The premises may be subject to a local law that limits the number or types of animals that may be kept at the premises.

2 The premises may be subject to a body corporate by-law that requires the tenant to obtain approval from the body corporate before keeping a pet at the premises.

35 Tenant responsible for pets and other animals - s 184C

- (1) The tenant is responsible for all nuisance caused by a pet or other animal kept at the premises, including, for example, noise caused by the pet or other animal.
(2) The tenant is responsible for repairing any damage to the premises caused by the pet or other animal.
(3) Damage to the premises caused by the pet or other animal is not fair wear and tear.

36 Request for approval to keep pet – ss 184D and 184E

- (1) The tenant may, using the approved form, request the lessor's approval to keep a stated pet at the premises.
(2) The lessor must respond to the tenant's request within 14 days after receiving the request.

- (3) The lessor's response to the request must be in writing and state –
(a) whether the lessor approves or refuses the tenant's request; and
(b) if the lessor approves the tenant's request subject to conditions – the conditions of the approval; and
Note – See clause 37 for limitations on conditions of approval to keep a pet at the premises.
(c) if the lessor refuses the tenant's request –
(i) the grounds for the refusal; and
(ii) the reasons the lessor believes the grounds for the refusal apply to the request.
(4) The lessor may refuse the request for approval to keep a pet at the premises only on 1 or more of the following grounds –
(a) keeping the pet would exceed a reasonable number of animals being kept at the premises;
(b) the premises are unsuitable for keeping the pet because of a lack of appropriate fencing, open space or another thing necessary to humanely accommodate the pet;
(c) keeping the pet is likely to cause damage to the premises that could not practicably be repaired for a cost that is less than the amount of the rental bond for the premises;
(d) keeping the pet would pose an unacceptable risk to the health and safety of a person, including, for example, because the pet is venomous;
(e) keeping the pet would contravene a law;
(f) keeping the pet would contravene a body corporate by-law applying to the premises;
(g) if the lessor proposed reasonable conditions for approval and the conditions comply with clause 37 – the tenant has not agreed to the conditions;
(h) the animal stated in the request is not a pet as defined in section 184A;
(i) another ground prescribed by a regulation under section 184E(1)(j).
(5) The lessor is taken to approve the keeping of the pet at the premises if –
(a) the lessor does not comply with subclause (2); or
(b) the lessor's response does not comply with subclause (3).

37 Conditions for approval to keep pet at premises – s 184F

- (1) The lessor's approval to keep a pet at the premises may be subject to conditions if the conditions –
(a) relate only to keeping the pet at the premises; and
(b) are reasonable having regard to the type of pet and the nature of the premises; and
(c) are stated in the written approval given to the tenant under clause 36(3).
(2) Without limiting subclause (1)(b), the following conditions of the lessor's approval are taken to be reasonable –
(a) if the pet is not a type of pet ordinarily kept inside – a condition requiring the pet to be kept outside at the premises;
(b) if the pet is capable of carrying parasites that could infest the premises – a condition requiring the premises to be professionally fumigated at the end of the tenancy;
(c) if the pet is allowed inside the premises – a condition requiring carpets in the premises to be professionally cleaned at the end of the tenancy.
(3) A condition of the lessor's approval to keep a pet at the premises is void if the condition –
(a) would have the effect of the lessor contravening section 171 or 172; or
(b) would, as a term of this agreement, be void under section 173; or
(c) would increase the rent or rental bond payable by the tenant; or
(d) would require any form of security from the tenant.

- (4) For subclause (2), the premises are professionally fumigated, and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.

Division 7 Restrictions on transfer or subletting by tenant

38 General - ss 238 and 240

- (1) Subject to clause 39, the tenant may transfer all or a part of the tenant's interest under this agreement, or sublet the premises, only if –
- (a) the lessor agrees in writing to the transfer or subletting; or
 - (b) the transfer or subletting is made under an order of the tribunal.
- (2) The lessor must act reasonably in failing to agree to the transfer or subletting.
- (3) The lessor is taken to act unreasonably in failing to agree to the transfer or subletting if the lessor acts in a capricious or retaliatory way.
- (4) The lessor or the lessor's agent must not require the tenant to pay, or accept from the tenant, an amount for the lessor's agreement to a transfer or subletting by the tenant, other than an amount for the reasonable expenses incurred by the lessor in agreeing to the transfer or subletting.

39 State assisted lessors or employees of lessor - s 237

- (1) This clause applies if –
- (a) the lessor is the State; or
 - (b) the lessor is an entity receiving assistance from the State to supply rented accommodation; or
 - (c) the tenant's right to occupy the premises is given under the tenant's terms of employment.
- (2) The tenant may transfer the whole or part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing to the transfer or subletting.

Division 8 When agreement ends

40 Ending of agreement - s 277

- (1) This agreement ends only if –
- (a) the lessor and tenant agree, in a separate written document, to end this agreement; or
 - (b) the lessor gives a notice to leave premises to the tenant under section 326 and the tenant hands over vacant possession of the premises to the lessor on or after the handover day stated in the notice; or
 - (c) the tenant gives a notice of intention to leave premises to the lessor under section 327 and hands over vacant possession of the premises to the lessor on or after the handover day stated in the notice; or
 - (d) the tenant vacates, or is removed from, the premises after receiving a notice from a mortgagee or appointed person under section 317; or
 - (e) the tenant abandons the premises and the period for which the tenant paid rent has ended; or
 - (f) the tribunal makes an order terminating this agreement.
- (2) Also, this agreement ends for a sole tenant if –
- (a) the tenant gives the lessor a notice ending tenancy interest and hands over vacant possession of the premises; or
- Note – See chapter 5, part 1, division 3, subdivision 2A of the Act for the obligations of the lessor and tenant relating to a notice ending tenancy interest.*
- (b) the tenant dies.
- Note – See section 324A for when this agreement ends if a sole tenant dies.*

41 Condition premises must be left in - s 188

- (1) At the end of the tenancy, the tenant must leave the premises, as far as possible, in the same condition they were in at the start of the tenancy, fair wear and tear excepted.
- Examples of what may be fair wear and tear –*
- wear that happens during normal use
 - changes that happen with ageing
- (2) The tenant's obligation mentioned in subclause (1) does not apply to the extent the obligation would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises caused by an act of domestic violence experienced by the tenant.
- For more information visit the Domestic violence in a rental property webpage on the RTA website.

42 Keys

At the end of the tenancy, the tenant must return to the lessor all keys for the premises.

43 Tenant's forwarding address - s 205

- (1) When handing over possession of the premises, the tenant must, if the lessor or lessor's agent asks the tenant in writing to state the tenant's new residential address, tell the lessor or lessor's agent the tenant's new residential address.
- (2) However, subclause (1) does not apply if –
- (a) the tenant has a reasonable excuse for not telling the lessor or lessor's agent the new address; or
 - (b) after experiencing domestic violence, the tenant ended the tenant's interest in this agreement, under chapter 5, part 1, division 3, subdivision 2A of the Act.
- For more information visit the Domestic violence in a rental property webpage on the RTA website.

44 Exit condition report - s 66

- (1) The tenant must, on or before the day this agreement ends, prepare, and sign a condition report for the premises in the approved form.
- Note – For the approved form for the condition report, see the information statement.*
- (2) As soon as practicable after this agreement ends, the tenant must give 1 copy of the condition report to the lessor or lessor's agent.
- Example of what might be as soon as practicable – when the tenant returns the keys to the premises to the lessor or the lessor's agent*
- (3) The lessor or the lessor's agent must, within 3 business days after receiving the copy of the condition report –
- (a) sign the copy; and
 - (b) if the lessor or lessor's agent does not agree with the report – show the parts of the report the lessor or lessor's agent disagrees with by marking the copy in an appropriate way; and
 - (c) if the tenant has given a forwarding address to the lessor or lessor's agent – make a copy of the report and return it to the tenant at the address.
- (4) The lessor or lessor's agent must keep a copy of the condition report signed by both parties for at least 1 year after this agreement ends.

45 Goods or documents left behind on premises - ss 363 and 364

- (1) The tenant must take all of the tenant's belongings from the premises at the end of the tenancy.
- (2) The lessor may not treat belongings left behind as the lessor's own property, but must deal with them under sections 363 and 364.

Division 9 Miscellaneous

46 Supply of goods and services - s 171

- (1) The lessor or the lessor's agent must not require the tenant to buy goods or services from the lessor, the lessor's agent or a person nominated by the lessor or lessor's agent.
- (2) Subclause (1) does not apply to -
 - (a) a requirement about a service charge; or
 - (b) a condition of an approval to keep a pet if the condition -
 - (i) requires the carpets to be cleaned, or the premises to be fumigated, at the end of the tenancy; and
 - (ii) complies with clause 37; and
 - (iii) does not require the tenant to buy cleaning or fumigation services from a particular person or business.

47 Lessor's agent - s 206

- (1) The name and address for service of the lessor's agent is stated in item 3.
- (2) Unless a special term provides otherwise, the lessor's agent may -
 - (a) stand in the lessor's place in any application to the tribunal by the lessor or the tenant; or
 - (b) do any thing else the lessor may do, or is required to do, under this agreement.

Note - See also sections 24 and 25

48 Notices

- (1) A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.
- (2) A notice from the tenant to the lessor may be given to the lessor's agent.
- (3) A notice may be given to a relevant party -
 - (a) by giving it to the relevant party personally; or
 - (b) if an address for service for the relevant party is stated in item 1, 2 or 3 - by leaving it at the address; or sending it by prepaid post as a letter to the address; or
 - (c) if an electronic address for a type of electronic communication for the relevant party is stated in item 1, 2 or 3 and item 4 indicates that a notice may be given by that type of electronic communication - by sending it by electronic communication to the electronic address in accordance with the *Electronic Transactions (Queensland) Act 2001*.

Examples of types of electronic communication - email, facsimile, text message
- (4) If no address for service is stated in item 2 for the tenant, the tenant's address for service is taken to be the address of the premises.
- (5) A relevant party may change their address for service, or electronic address only by giving notice to each other relevant party of their new address for service, or a new electronic address.
- (6) On the giving of a notice of a new address for service, or new electronic address for a relevant party, the address for service, or electronic address stated in the notice is taken to be the relevant party's address for the relevant item in this agreement.
- (7) A relevant party may withdraw their consent to notices being given to them by electronic communication, or to a specific electronic address, only by giving notice to each other relevant party that notices are no longer to be given to the relevant party electronically, or to that electronic address.
- (8) Unless the contrary is proved -
 - (a) a notice left at an address for service is taken to have been received by the person to whom the address relates when the notice was left at the address; and
 - (b) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post; and

- (c) a notice sent by electronic communication to an electronic address is taken to have been received by the recipient -
 - (i) if the type of electronic communication is email - when the email enters the recipient's email server; or
 - (ii) if the type of electronic communication is facsimile - when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; or
 - (iii) otherwise - at the time stated in the *Electronic Transactions (Queensland) Act 2001*, section 24.
- (9) In this clause -

relevant party means -

 - (a) the lessor; or
 - (b) the tenant; or
 - (c) if there is an agent of the lessor - the lessor's agent.

Part 3 Special terms Insert any special terms here and/or attach a separate list if required. See clause 2(3) to 2(5)

Refer to attached special terms approved by the Real Estate Institute of Queensland.

REFER TO ANNEXURE A

THE TENANT ACKNOWLEDGES RECEIVING A COPY OF THE BY-LAWS AND WILL RESPECT THE BY-LAWS. NOTICE THE VISITOR CAR PARKS IN THE COMPLEX ARE ONLY FOR VISITORS AND THE MAXIMUM PARKING TIME IS 4 HOURS.

NO RUBBISH IS ALLOWED TO BE LEFT OUTSIDE ON THE COMMON PROPERTY.

NO HARD RUBBISH IS ALLOWED TO BE LEFT IN THE BIN ROOM.

Names of Approved Occupants: NIL

 The tenant/s must receive a copy of the information statement (Form 17a) and a copy of any applicable by-laws if copies have not previously been given to the tenant/s. **Do not send to the RTA - give this form to the tenant/s, keep a copy for your records.**

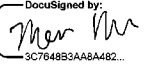
Other languages: You can access a [free interpreter service](#) by calling the RTA on 1300 366 311 (Monday to Friday, 8:30am to 5:00pm).

Signature of lessor/agent

Name/trading name

Connor JT Property Pty Ltd

Signature

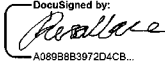
 DocuSigned by:

 3C764853AA6A482...

 Date / /
26-03-2026
Signature of tenant 1

Print name

Ruby Wallace

Signature

 DocuSigned by:

 A08988B3972D4CB...

 Date / /
26-03-2026
Signature of tenant 2

Print name

Signature

Date / /

Signature of tenant 3

Print name

Signature

Date / /

Special Terms

These Special Terms have been adopted and approved by The Real Estate Institute of Queensland Ltd.

49 Occupation and use of premises

The tenant must not permit persons other than the persons nominated as approved occupants in Part 1 of this agreement to reside at the premises without the written consent of the lessor. The lessor must act reasonably in exercising the lessor's discretion when determining whether or not to consent to a request by the tenant for any change to the approved tenants or occupants.

50 Subletting via online home sharing platforms

The use of online home sharing platforms, such as AirBnB, which grant exclusive possession of the property, or any part thereof, to guests, shall be deemed to be subletting of the property and require compliance with clause 38.

51 Care of the premises by the tenant

- (1) During the tenancy, the tenant must-
 - (a) not do anything that might block any plumbing or drains on the premises;
 - (b) keep all rubbish in the bin provided by the local authority in an area designated by the lessor or as the local authority may require;
 - (c) put the bin out for collection on the appropriate day for collection and return the bin to its designated place after the rubbish has been collected;
 - (d) maintain the lawns and gardens at the premises having regard to their condition at the commencement of the tenancy, including mowing the lawns, weeding the gardens and watering the lawns and gardens (subject to council water restrictions);
 - (e) subject to the lessor's obligations under clause 24(1)(e) and 24(2)(e), keep the premises free from pests and vermin, having regard to the condition of the premises at the commencement of the tenancy;
 - (f) keep the walls, floors, doors and ceilings of the premises free of nails, screws or adhesive substances, unless otherwise agreed to by the lessor in accordance with clause 26;
 - (g) keep the swimming pool, filter and spa equipment (if any) clean and at the correct chemical levels having regard to their condition at the start of the tenancy;
 - (h) not interfere with nor make non-operational any facility that may be provided with the premises (eg. smoke alarms, fire extinguishers, garden sprinkler systems, hoses etc).
- (2) The obligations of the tenant at the end of the tenancy regarding the conditions of the premises include-
 - (a) if the carpets were cleaned to a certain standard at the start of the tenancy, the tenant must ensure the carpets are cleaned to the same standard, fair wear and tear excepted, at the end of the tenancy. For the sake of clarity, a special term or condition for approval to keep a pet at the premises requiring carpets in the premises to be professionally cleaned at the end of the tenancy overrides this special term;
 - (b) if the property was free of pests and vermin at the start of the tenancy, the tenant must ensure the property meets the same standard at the end of the tenancy. For the sake of clarity, a special term or condition for approval to keep a pet at the premises requiring the premises to be professional fumigated at the end of the tenancy overrides this special term;
 - (c) repairing the tenant's intentional or negligent damage to the premises or inclusions;
 - (d) returning the swimming pool, filter and spa equipment (if any) to a clean condition with correct chemical levels having regard to their condition at the start of the tenancy;
 - (e) replacing inclusions damaged during the tenancy having regard to their condition at the start of the tenancy, fair wear and tear excepted;
 - (f) mowing lawns, weeding gardens having regard to their condition at the start of the tenancy;
 - (g) remove all property other than that belonging to the lessor or on the premises at the start of the tenancy.

52 Photographs of the property during an inspection

- (1) The tenant consents to photographs being taken of the property during an inspection arranged by the lessor or the lessor's agent in accordance with section 192(1)(a), for the purposes of documenting the condition of the property at the time of the inspection.
- (2) For the sake of clarity, if any photographs taken during an inspection of the property show something belonging to the tenant, the lessor or lessor's agent must obtain the tenant's written consent in order to use the photographs in an advertisement for the property in accordance with section 203.

53 Locks and keys

- (1) The lessor may claim from the tenant costs incurred by the lessor as a result of the tenant losing any key, access keycard or remote control relating to the premises which has been provided to the tenant (by the lessor, a body corporate or other person), including costs in connection with:
 - (a) replacing the key, access keycard or remote control; and
 - (b) gaining access to the premises.
- (2) The tenant acknowledges that the lessor's agent may retain a duplicate set of keys.
- (3) If a tenant changes a lock at the premises in accordance with clause 29, the tenant must immediately provide the lessor and/or lessor's agent with the key for the changed lock unless clauses 29(4)(a) or (b) are applicable regarding the provision of the key.
- (4) If a tenant changes a lock under clause 29(2) and gives the key to the lessor in accordance with clause 29(5), the tenant agrees for the key to be given to the lessor's agent.

Special Terms *continued...*

These Special Terms have been adopted and approved by The Real Estate Institute of Queensland Ltd.

54 Liability excluded

The tenant shall be liable for and shall indemnify and defend the lessor from, and against, any and all losses, claims, demands, actions, suits (including costs and legal fees on an indemnity basis), and damages, including, but not limited to:

- (a) injury, bodily or otherwise, or death of any person, including the tenant or an approved occupant; or
- (b) loss, damage to, or destruction of, property whether real or personal, belonging to any person, including the tenant or an approved occupant;

as a direct or indirect result of the tenant's negligent acts or omissions.

55 Lessor's insurance

(1) If the lessor does have insurance cover the tenant must not do, or allow anything to be done, that would invalidate the lessor's insurance policy for the premises or increase the lessor's premium in relation to that policy.

(2) The lessor may claim from the tenant -

- (a) any increase in the premium of the lessor's insurance; and
- (b) any excess on claim by the lessor on the lessor's insurance; and
- (c) any other cost and expenses incurred by the lessor;

as a direct or indirect result of the tenant's negligent acts or omissions.

56 Tenant's insurance

It is the responsibility of the tenant and/or approved occupant to adequately insure their own property and possessions.

57 Smoke alarm obligations

The tenant must-

(1) Test each smoke alarm in the premises-

- (a) at least once every 12 months; or
- (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period;
 - (i) For an alarm that can be tested by pressing a button or other device to indicate whether the alarm is capable of detecting smoke - by pressing the button or other device;
 - (ii) Otherwise, by testing the alarm in the way stated in the Information Statement (RTA Form 17a) provided to the tenant/s at the commencement of the tenancy.

(2) Replace each battery that is spent, or that the tenant/s is aware of is almost spent, in accordance with the Information Statement provided to the tenant/s at the commencement of the tenancy;

(3) Advise the lessor as soon as practicable if the tenant/s become/s aware that a smoke alarm in the premises has failed or is about to fail (other than because the battery is spent or almost spent); and

Note: In interpreting the word "spent" when referring to a battery, the term is used to include reference to a battery which is flat, non-functioning or lacking in charge that it does not properly operate the smoke alarm.

(4) Clean each smoke alarm in the premises in the way stated in the Information Statement provided to the tenant/s at the commencement of the tenancy:

- (a) at least once every 12 months; or
- (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period;

In the event that the tenant/s engages a contractor/tradesperson (as listed in Item 18) to meet the tenant/s obligations listed under this special term, such engagement shall be at the tenant/s' own cost and expense.

(5) Not tamper with or otherwise render a smoke alarm inoperative. Such an act will constitute malicious damage in accordance with section 188 of the Act.

58 Portable pool obligations

(1) The tenant must-

- (a) Obtain the lessor's consent for a portable pool at the premises of a depth of 300mm or greater;
- (b) Where consent is to be provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, provide the lessor and/or the agent with details of the type and description of the proposed portable pool.

(2) Where consent is provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, the tenant agrees to:

- (a) Maintain and repair the portable pool at the tenant's own expense;
- (b) In accordance with the *Building Act 1975* obtain, maintain and renew a Pool Safety Certificate for a regulated pool, which includes a requirement for a compliant pool fence and, provide a copy of the Pool Safety Certificate to the lessor and/or agent;
- (c) Where a compliant pool fence is required for a regulated pool, obtain the lessor's consent regarding a proposed fence in accordance with clause 26 of the standard terms;
- (d) In circumstances where consent is provided to the tenant by the lessor in accordance with clause 26 of the standard terms, construct and maintain the fence as required by the *Building Act 1975*, at the tenant's own expense.

(3) In accordance with special term 58(1) and 58(2), where consent is provided by the lessor to the tenant for a portable pool of a depth of 300mm or greater and/or as prescribed by the *Building Act 1975*, the tenant hereby agrees to indemnify and hold harmless the lessor and agent for any loss, claim, suit or demand, brought, caused or contributed to, directly or indirectly, by the portable pool.

Special Terms *continued...*

These Special Terms have been adopted and approved by The Real Estate Institute of Queensland Ltd.

59 Pets

If the pet is permitted inside, this special term applies:

- (1) In addition to clause 34(3), the lessor approves a pet as stated in Item 19 of this agreement to be kept inside a dwelling on the premises, conditional on:
 - (a) if the pet is capable of carrying parasites that could infest the premises, the premises being professionally fumigated at the end of the tenancy; and
 - (b) the carpets in the premises being professionally cleaned at the end of the tenancy.

Note: For the purpose of this special term, a dwelling on the premises shall include any structure on the premises designed to be used as a residence for human habitation. A dwelling shall also include any enclosed area, room or structure attached to the dwelling, including but not limited to any garage, sunroom or enclosed veranda.

- (2) The premises are professionally fumigated and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.
- (3) For the sake of clarity, the conditions outlined in special term 59 relate only to the lessor's approval to keep a pet at the premises as stated in Item 19 of this agreement.
- (4) For requests for approval to keep a pet at the premises inconsistent with Item 19 of this agreement, see clauses 36 and 37 of this agreement and sections 184D to 184F of the Act.

60 Electronic Signing

- (1) Electronic Signature means an electronic method of signing that identifies the person and indicates their intention to sign this agreement;
- (2) If this agreement is signed by any party or the lessor's agent using an Electronic Signature, the tenant and the lessor:
 - (a) agree to enter into this agreement in electronic form; and
 - (b) consent to either, or both parties, or the lessor's agent signing this agreement using an Electronic Signature.

REIQ Accredited Agency

Special Condition

General Tenancy - Smoking Not Allowed on Premises

SMOKING NOT ALLOWED ON PREMISES

- (a) The Tenant must not, or allow any other person to, use or smoke tobacco or other smoke producing substance within any dwelling on the premises.
- (b) For the purposes of this Special Term a dwelling contained on the Premises shall include any enclosed area, room or structure attached to the dwelling, including but not limited to any garage, sunroom or enclosed veranda. A dwelling shall include any structure on the Premises designed to be used as a residence for human habitation.

INITIALS (Note: initials not required if signed with Electronic Signature)

000043283560

Annexure A

A1. SPECIAL TERMS

1. SMOKING IS LIMITED TO OUTSIDE THE PROPERTY ONLY.
2. GARDENS AND LAWNS ARE TO BE KEPT NEAT AND TIDY AT ALL TIMES, AND ALL CLIPPINGS ARE TO BE REMOVED FROM THE PROPERTY AND NOT PLACED IN GARDEN BEDS.
3. NO CARS TO BE PARKED ON LAWNS.
4. TENANTS ARE LIABLE FOR WATER USAGE PER QUARTER AND SHALL PAY FOR SUCH USAGE UPON RECEIVING AN INVOICE FROM CONNOR JT PROPERTY AND WILL PAY WITHIN 30 DAYS OF ISSUE UNLESS OTHERWISE ARRANGED.
5. ALL PETS ARE TO REMAIN OUTSIDE THE PROPERTY AT ALL TIMES. IF PERMISSION IS GRANTED FOR INDOOR PETS, PETS MUST NOT BE ALLOWED ON CARPETED AREAS AND ANY DAMAGE CAUSED BY PET WILL BE RECTIFIED AT THE TENANT'S EXPENSE. PEST CONTROL AND PROFESSIONAL CARPET STEAMING WILL BE CONDUCTED ON VACATE OF THE PROPERTY IF A PET HAS BEEN PRESENT FOR ANY LENGTH OF TIME DURING THE TENANCY.
6. FOR ANY PROFESSIONAL SERVICES PERFORMED A RECEIPT IS TO BE SUPPLIED TO THE AGENT WHEN HANDING IN KEYS.
7. RENT IS TO REMAIN 2 WEEKS IN ADVANCE AT ALL TIMES.
8. TENANTS ARE LIABLE TO NOTIFY CONNOR JT PROPERTY IN THE EVENT OF A FAULTY SMOKE ALARM AND ARE NEVER PERMITTED TO REMOVE FROM BRACKETS OR REMOVE BATTERIES FOR ANY PURPOSE OTHER THAN TO CHANGE THE BATTERY.
9. NOISE IS TO BE KEPT AT A REASONABLE LEVEL.
10. TENANT IS LIABLE FOR RENT UNTIL THE EXPIRY OF THE LEASE DATE OR THE DATE A NEW LEASE IS ENTERED INTO. BREAK LEASE WILL INCURRED BREAK LEASE FEE OF 1 WEEKS RENT + GST + ADVERTISE FEE \$165 (Inc GST). AND TENANT WILL BE LIABLE FOR RENT UP TO THE DAY BEFORE A NEW TENANT'S LEASE COMMENCES.
11. DURING THE LAST 8 WEEKS OF THE TENANCY ONCE FORM13 OR FORM 12 HAS BEEN ISSUED OR RECEIVED. THE TENANT WILL ALLOW CONNOR JT PROPERTY ACCESS TO THE PROPERTY TO PERFORM OPEN HOMES OR PRIVATE INSPECTIONS, TENANT ALSO ALLOWS CONNOR JT PROPERTY TO USE ALL PHOTOS TAKEN FOR ADVERTISING PURPOSES.
12. TENANTS AGREE THAT CONNOR JT PROPERTY WILL TAKE PHOTOGRAPHS AT ROUTINE INSPECTIONS AND THESE PHOTOS WILL BE SUPPLIED TO THE OWNER BUT NOT USED FOR ADVERTISING.
13. LOCKOUT SERVICE FEE: \$150+GST.
14. TENANTS HAVE THE RESPONSIBILITY TO MAINTAIN THE PROPERTY IN A GOOD AND CLEAN CONDITION.
15. TENANTS AGREE TO NOTIFY CONNOR JT PROPERTY OF ANY CHANGE OF POSTAL ADDRESS, PHONE NUMBER, OR EMAIL ADDRESS IMMEDIATELY.

INITIALS (Note: initials not required if signed with Electronic Signature)

000043283560

SCHEDULE C	BY-LAWS
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2. Definitions and Interpretation**2.1 Definitions**

In these by-laws unless the context otherwise requires:

Act means the *Body Corporate and Community Management Act 1997* as amended from time to time.

Body Corporate means the Body Corporate formed under the Act.

Building means the building or buildings and other fixed structures erected on the Scheme Land.

Car Washing Bay means the part of the Common Property (if any) designated as a facility for washing and cleaning motor vehicles and motor cycles.

Lot means a lot in the Scheme. ~~15170~~ pier of a Lot in whatever capacity.

~~Original Owner~~ has the meaning given to that term in the Act.

Owner includes any person or corporation who owns or otherwise has ultimate control of a Lot.

Requirement means any requirement or authorisation of any statutory body, Local Government or governmental or other authority which is necessary or desirable under any law or regulation and includes the provisions of any statute or by-law under the Act.

Scheme means the Community Titles Scheme for which these by-laws have been recorded.

Scheme Land means the land in the Scheme.

Services in relation to the Lots and the Common Property includes:

- (a) water reticulation or supply;
- (b) gas reticulation or supply;
- (c) electricity supply;
- (d) air-conditioning;
- (e) a telephone or other telecommunications service;
- (f) a cable or satellite TV service;
- (g) a computer data or television service;
- (h) a sewer system;
- (i) a fire prevention system;
- (j) drainage;
- (k) a system for the removal or disposal of garbage or waste (including recyclable items);
- (l) a ventilation or air extraction system;
- (m) security services; and

Title Reference to issue from 13635170

- (n) another system designed to improve the amenity, or enhance the enjoyment of Lots or Common Property.

Service Infrastructure means any cables, wires, pipes, sewers, drains, ducts, plant and equipment and infrastructure by which Lots or Common Property are supplied with Services.

Vehicle includes a motor car, truck, motor cycle, trailer, boat and caravan.

2.2 Interpretation

- (a) Headings are included for convenience only and are not to be used in the interpretation of these by-laws.
- (b) Plurals will include the singular and singular will include the plural.
- (c) Reference to persons includes natural persons, bodies corporate, corporations sole and other bodies.
- (d) References to gender will include all other genders.
- (e) reference to a by-law includes any variation or replacement of that by-law.
- (f) Where these by-laws provide that:
 - (i) something will not be done, an Owner or Occupier of a Lot is not to attempt to do that thing or permit that thing to be done;
 - (ii) an Owner or Occupier of a Lot must obtain the consent of the Body Corporate, that consent may be given by the Committee.
- (g) Where a term or expression is used but is not defined in these by-laws, it will have the same meaning given to it in the Act.
- (h) If any by-law or the application of it is or becomes invalid or unenforceable, the remaining by-laws will not be affected and each remaining by-law will be valid and enforceable to the fullest extent permitted by law.

3. Noise

- (a) The Occupier of a Lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.
- (b) Occupiers and Guests arriving or leaving a Lot or the Scheme after 10.00pm shall be requested by their hosts to leave quietly.
- (c) In the event of unavoidable noise in a Lot at any time, the Occupier of the Lot must take all practical means to minimise any annoyance to other Occupiers of Lots by closing doors, windows and curtains of its Lot and also such further steps as may be within its power for the same purpose.

4. Use of Common Property

The Occupier of a Lot must:

- (a) use the Common Property only for the purpose for which it was designed or intended;
- (b) comply with all the directions and rules of the Body Corporate relating to conduct on and use of the Common Property; and
- (c) observe all relevant Requirements in relation to the Common Property;
- (d) not leave rubbish or other materials on the Common Property in a way or place likely to interfere with the enjoyment of the Common Property by someone else;

Title Reference to issue from 13635170

- (e) not obstruct the lawful use of the Common Property by someone else.

5. Vehicles

- (a) The Occupier of a Lot must not, without the prior written approval of the Committee:
- (i) park a Vehicle, or allow a Vehicle to stand, on the Common Property; or
 - (ii) permit a Guest to park a Vehicle, or allow a Vehicle to stand, on the Common Property except for the designated visitor parking which must remain available at all times for the sole use of visitors' Vehicles.
- (b) An approval under by-law 5 must state the period for which it is given, with the exception of designated visitor parking.
- (c) However, the Body Corporate may cancel the approval by giving 7 days written notice to the Occupier, with the exception of designated visitor parking.
- (d) The car parking areas in the Common Property must be kept in a tidy condition free of all litter. The car parking areas must not be used to carry out major repairs and maintenance to any Vehicle.
- (e) All Occupiers and Guests must when operating Vehicles on the Scheme Land observe any speed limit noted on any signs erected on the Common Property.
- (f) Occupiers shall at all times observe the reasonable directions of the Body Corporate or the Committee concerning the use of the car parking areas.
- (g) Occupiers shall ensure that their Guests use the visitor car parking areas only for casual parking. Use of visitor car parking is limited to a maximum of four (4) hours. An Occupier shall not park or stand any Vehicle or other vehicle upon areas set aside for visitor car parking.
- (h) The Original Owner may allocate or cause the Body Corporate to allocate at least one (1) car space which forms part of the Common Property for people with disabilities on establishment of the Scheme. An Occupier must not use such car space(s) other than for disabled parking.

6. Damage to lawns etc.

- (a) The Occupier of a Lot must not, without the prior written approval of the Committee:
- (i) damage a lawn, garden, tree, shrub, plant or flower on the Common Property; or
 - (ii) use a part of the Common Property as a garden.
- (b) An approval under by-law 6(a) must state the period for which it is given.
- (c) However, the Body Corporate may cancel the approval by giving 7 days written notice to the Occupier.

7. Damage to Common Property

- (a) An Occupier of a Lot must not, without the prior written approval of the Committee, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the Common Property.
- (b) However, an Occupier may install a locking or safety device to protect the Lot against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with the colour, style and materials of the Building.

Title Reference to Issue from 13635170

- (c) The Occupier of a Lot must keep a device installed under by-law 7(b) in good order and repair.

8. Use of Lots

- (a) An Occupier of a Lot must:
- (i) subject to this by-law, ensure the Lot is only used for residential purposes and for no other purpose;
 - (ii) observe all Requirements in relation to that use;
 - (iii) maintain the Lot in a good state of repair and cleanliness and free of all vermin, insects and pests;
 - (iv) give prompt notice to the Body Corporate of any damage to or defect or disrepair of the Services, Service Infrastructure or the Common Property;
 - (v) not overload any Services or Service Infrastructure;
 - (vi) not waste water and ensure that all water taps in the Lot are turned off after use and any leaking taps in the Lot are promptly repaired; and
 - (vii) not bring to, do or keep anything on its Lot which may increase the rate of fire insurance on its Lot or any other part of the Scheme Land, or which may conflict with the laws and/or regulations relating to fires, or any insurance policy for such Lot or Scheme Land, or the regulations or ordinances of any public authority in force from time to time.
- (b) An Occupier of a Lot must keep it in a good state of preservation and cleanliness and must take all necessary steps from time to time to keep the Lot free and clear of all vermin, insects and pests.
- (c) An Occupier must not use any cooking facility in any part of a Lot other than the kitchen but may operate a barbeque on the balcony of a Lot (but not on a balcony which is Common Property) provided the Occupier complies with all rules determined by the Committee for such use including, but not limited to, the type of barbeque which may be used.

9. Service Contractor

- (a) While a person (a **Service Contractor**) holds an appointment from the Body Corporate to manage and maintain the Common Property (in accordance with the terms of that appointment), the Service Contractor may provide its services to the Body Corporate to the exclusion of all others.
- (b) Whilst the Service Contractor holds an appointment from the Body Corporate to manage and maintain the Common Property (the **Agreement**), the Body Corporate:
- (i) will not directly or indirectly provide any of the services set out in the Agreement;
 - (ii) will not permit any person to carry on or render or be concerned in any business which competes with the business carried on by the Service Contractor under the Agreement;
 - (iii) will not enter into an agreement with any other person which is similar to the Agreements; or
 - (iv) will not make any part of the Common Property available to any person for the purpose of conducting any business which competes with the business carried on by the Service Contractor under the Agreement.

Title Reference to issue from 13635170

10. Behaviour of Guests, Tenants, etc

- (a) An Occupier of a Lot must take reasonable steps to ensure that the Occupier's Guests do not behave in a way likely to interfere with the peaceful enjoyment of another Lot or the Common Property or in breach of these by-laws.
- (b) An Occupier of a Lot must compensate the Body Corporate for damage caused to Body Corporate assets or the Common Property by the Occupier's Guests.
- (c) The Owner of a Lot not occupying that Lot must take all reasonable steps to make sure the person occupying it complies with these by-laws.

11. Structural Alterations and Appearance of Lots

- (a) Subject to any approvals required by the Local Government, the Occupier of a Lot must not, without the prior written approval of the Committee:
 - (i) make a change to the external appearance of the Lot unless the change is minor and does not detract from the amenity of the Lot and its surrounds; or
 - (ii) make structural alterations to any Lot, including any alteration to the interior of a Lot, any Services Infrastructure, or work for the purpose of enclosing in any manner whatsoever the balcony of any Lot (if any) or the installation of any air-conditioning system.
- (b) Without limiting by-law 11(a):
 - (i) the Committee in determining whether to give its approval may request any information or documents, and may engage at the Occupier's cost any consultants (including an architect), which the Committee considers appropriate; and
 - (ii) any alterations to the interior flooring of a Lot must have the prior written approval of the Committee. The Committee must not unreasonably withhold its approval to any proposed alterations to the interior flooring of a Lot, provided that the relevant Owner obtains an acoustic report from a qualified professional and installs appropriate sound-dampening material (if necessary) to ensure that the enjoyment of any other Lot or the Common Property is not adversely affected by any noise produced by the use of the floor of the Lot.
- (c) The Occupier of a Lot must not, without the prior written approval of the Committee:
 - (i) hang washing, towels, bedding, clothing, or display a sign, advertisement, placard, banner, pamphlet or similar article in, on or around a Lot if the article is visible from another Lot or the Common Property, or from outside the Scheme Land; or
 - (ii) install, construct, place or permit to remain in or on a Lot, any television, radio or other electronic antenna or device of any type, unless it is not visible from outside the Lot.
- (d) The Occupier of a Lot must not install, renovate and/or replace curtain backings or window treatments in a Lot, unless the colour and design have first been approved in writing by the Committee. In giving its approval, the Committee must ensure, so far as practicable, that all curtain backings and window treatments used in a Lot have an appearance (when viewed from outside the Lot, the Common Property or outside the Scheme Land) that are in keeping with the appearance and colour scheme of the improvements on the Scheme Land, with preference being given to white and off-white colours.
- (e) The Occupier of a Lot must not permit, without the prior written approval of the Committee:

Title Reference to issue from 13635170

- (i) any root invasive species of plant to be grown in any planter box or pot on any part of the Lot or Common Property; or
 - (ii) any plant species which may compromise the structural loading of the Building, to be grown on any part of the Lot or Common Property.
- (f) An Occupier of a Lot must not use any balcony as a storage area (for example, for the storage of boxes, bikes, book shelves and other furniture).

12. Storage of flammable materials etc

The Occupier of a Lot must not, without the prior written approval of the Committee, use or store any flammable chemical, liquid, gas or other flammable material:

- (a) on the Common Property; or
- (b) on a Lot,

unless the substance is used or intended for use for domestic purposes, or is contained in a fuel tank of a Vehicle.

13. Garbage disposal

The Occupier of a Lot must:

- (a) keep a receptacle for garbage and rubbish in a clean and dry condition and adequately covered on its Lot unless the Body Corporate provides some other way of garbage disposal;
- (b) not accumulate rubbish in its Lot, or leave rubbish on the Common Property (except in the rubbish bins provided by the Body Corporate, if any);
- (c) comply with all local laws of the Local Government about disposal of garbage and rubbish; and
- (d) ensure that the Occupier does not, in disposing of garbage and rubbish, adversely affect the health, hygiene or comfort of the Occupiers of other Lots.

14. Keeping of animals

- (a) Subject to section 181 of the Act, the Occupier of a Lot is permitted to keep pets on its Lot subject to the following conditions;
 - (i) the pet is kept within the Lot;
 - (ii) the pet does not cause a nuisance to or disturb, any other Owner or Occupier;
 - (iii) the pet is restrained when on Common Property;
 - (iv) the pet is domesticated, kept clean, quiet and controlled at all times, whilst within the Lot and whenever on Common Property;
 - (v) the pet does not defecate or run loose whilst on Common Property;
 - (vi) the pet must be registered with the council where registration is required under council laws;
- (b) The Committee may direct an Occupier to remove an animal from the Scheme Land if it receives not less than three (3) substantiated complaints (which allege a breach of a condition in this by-law), within a 6 month period, relating to the relevant animal.

Title Reference to issue from 13635170

NOTE: Section 181 of the Act provides as follows:

- *A person with a disability under the Guide, Hearing and Assistance Dogs Act 2009 who relies on a guide, hearing or assistance dog and who has the right to be on a lot included in a community titles scheme, or on the common property, has the right to be accompanied by a guide, hearing or assistance dog while on the lot or common property.*
- *A person mentioned in subsection (1) who is the owner or occupier of a lot included in a community titles scheme has the right to keep a guide, hearing or assistance dog on the lot.*
- *A by-law can not exclude or restrict a right given by this section.*

15. Water Apparatus

The water closets, conveniences and other water apparatus including waste pipes and drains must not be used for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance is to be placed in them. The cost of rectifying any damage or blockage which results from misuse or negligence of the same must be borne by the Owner of the respective Lot.

16. Security System

- (a) The Body Corporate may, if it elects to do so, operate a security system under which:
 - (i) parts of the Common Property are secured against entry by unauthorised persons; and
 - (ii) locks and other security devices or procedures are used to implement the security system.
- (b) The Body Corporate is not liable for any loss or damage suffered to persons or property because:
 - (i) the security system fails or there is unauthorised entry to any part of the Common Property; or
 - (ii) the security system is not operating.
- (c) Unless authorised in writing by the Committee, no-one may interfere with mechanisms operating any Gate. Such mechanism may only be operated as authorised by the Committee and any malfunction of a Gate must be reported to the Committee.
- (d) Any Gate Key must be dealt with in a security conscious manner and must not be given to anyone other than an Owner or Occupier. The loss of any Gate Key must be reported to the Committee.
- (e) The Body Corporate must issue Gate Keys in the reasonable quantity required by an Owner or Occupier on payment by that person to the Body Corporate of a fee and lodgement of a bond as reasonably determined by the Committee. All Gate Keys will remain the property of the Body Corporate.
- (f) An Owner or Occupier, on ceasing to be an Owner or Occupier must promptly return to the Committee all Gate Keys in their possession and upon return of a Gate Key in good working order and condition any bond held in respect of the Gate Key will be refunded by the Body Corporate to that Owner or Occupier.
- (g) If the Committee in the exercise of its powers under these by-laws restricts the access of Owners or Occupiers to any part of the Common Property by means of any lock or similar security device, the Committee may make available to the Owners such a number of keys or operating devices as it determines available to Owners free of charge and thereafter may at its discretion make additional numbers available to Owners upon payment of such reasonable charges as may be determined from time to time by the Committee.

Title Reference to issue from 13635170

17. Auction Sale

An Occupier of a Lot must not permit any auction sale to be conducted or take place on the Common Property without the written consent of the Body Corporate, but this by-law does not prohibit an auction sale of a Lot being conducted in that Lot.

18. Recovery of Moneys

- (a) Where the Body Corporate expends any of its funds to rectify any breach of any law or of these by-laws by an Occupier of a Lot, the Body Corporate may recover the amount spent as a liquidated debt from the Owner of that Lot by commencing proceedings against that Owner.
- (b) If a contribution levied under the Act or any other monies which are due and owing by an Owner (or any mortgagee in possession) of a Lot to the Body Corporate is unpaid for a period of thirty (30) days after it falls due for payment then the unpaid contribution will bear interest at an annual rate to be determined by the Body Corporate by ordinary resolution in general meeting. If no such resolution has been made, then interest will accrue at a rate of 2% per month or any part thereof.
- (c) If at any time a person becomes the Owner of a Lot and another person is liable in respect of the Lot to pay the interest on a contribution, the Owner is jointly and severally liable with the other person for the payment of the interest and the amount of any interest is recoverable by the Body Corporate as a liquidated debt.

19. Legal Proceedings

The Body Corporate may commence or authorise the commencement of legal proceedings against any Owner (or any mortgagee in possession) of a Lot who owes money to the Body Corporate.

20. Rules

The Body Corporate and the Committee may make rules about the Common Property and Body Corporate assets and the Common Property not inconsistent with these by-laws. All such rules must be observed by Occupiers of Lots but such rules will be of no effect unless ratified by a majority resolution of the Body Corporate at a general meeting of the Owners held within 12 months of their commencement.

21. Copy of by-laws

Each Owner must provide a copy of these by-laws to any tenant or other Occupier of that Owner's Lot.

22. Bicycles, etc.

An Occupier of a Lot must not without the prior written approval of the Committee ride or permit the riding of any bicycle, skateboard, rollerblades or similar things on the Common Property.

23. Easements

The Body Corporate may:

- (a) grant any easement, licence, right of way or any other concession to enable services (for example electricity, telecommunications, communications, gas, drainage, water or sewerage) from any public authority or instrumentality, any Federal or State Government department, authority or instrumentality, or any private person or corporation to pass through under or over Common Property for the benefit of any other person or corporation. Such services may include the provision of manholes or inspection outlets; and

- (b) enter into or be a party to or have the benefit of a grant of easement with any adjoining land owner or the Local Government whether pursuant to conditions of the approval for the development of the Scheme Land or otherwise, for any purpose necessary for the use and enjoyment of a Lot or the Common Property or for the benefit of adjoining land owners, the Local Government or any other person including, without limitation, for access, services, protection of vegetation and maintenance of dividing fences.

24. Body Corporate Empowered to Enter into Agreements

- (a) Without derogating from any powers, authorities, duties and functions conferred or imposed on it by or under the Act or elsewhere under these by-laws, the Body Corporate may enter into one or more of the following agreements with such person or persons or corporation or corporations as the Body Corporate in its absolute discretion shall decide:
 - (i) an agreement or agreements for the caretaking, management and/or maintenance of the Common Property and the letting of Lots on behalf of Owners and Occupiers;
 - (ii) an agreement or agreements for the appointment of a Body Corporate manager for the performance of, amongst other things, certain duties and obligations of the secretary and treasurer of the Body Corporate and such other duties and obligations as the Body Corporate may deem appropriate;
 - (iii) an agreement or agreements for the purpose of better seeing to the proper functioning, operation and management of the Building and Common Property or for the purposes of ensuring the proper performance of the powers, duties and functions of the Body Corporate and of the Committee (including agreements with service contractors and service and maintenance contracts in respect of Services Infrastructure, for example, mechanical ventilation, fire control equipment and security systems); and
 - (iv) an agreement or agreements for the supply of Services to the Building and incorporating cost sharing arrangements including, without limitation, agreements for the provision and installation of satellite dishes and other telecommunications facilities within or on the Building.
- (b) Any such agreements shall be upon such terms and conditions as the Body Corporate shall decide in its absolute discretion.

25. Bulk Supply of Utilities

The Body Corporate will have the lawful authority from time to time to purchase, rent, lease or otherwise acquire title to and use and to have installed, use, run and maintain any utility management system for utilities in the Scheme Land and in such case:

- (a) the Body Corporate will have the power to enter into a contract for the purpose of reticulated utility, on the most economical basis, for the whole of the Scheme Land from the relevant authority;
- (b) the Body Corporate will have the power to sell reticulated utility to each Occupier of a Lot;
- (c) each Occupier must purchase and only use utility consumed in its Lot direct from the Body Corporate and must not purchase utility from any other source;
- (d) the Body Corporate will arrange for the installation of a separate utility meter for each Lot;
- (e) the Body Corporate will not be required to supply to any Occupier utility requirements beyond the requirements which the relevant authority could supply at any particular time;

- (f) the price to be charged by the Body Corporate to each Occupier for the supply of reticulated utility will be at the same rate it has purchased the utility plus the cost of any meter readings, costs to produce consumption invoices, any administration and reminders and collection charges
- (g) the Body Corporate will render accounts to each Owner or Occupier of a Lot and such accounts will be payable to the Body Corporate by the Owner within 14 days of the delivery of such accounts;
- (h) in respect of an account which has been rendered pursuant to these by-laws, an Owner of a Lot is liable, jointly and severally with any person who was liable to pay that utility account when that Owner became the Owner of that Lot;
- (i) if a proper account for the supply of reticulated utility is not paid by its due date for payment, then the Body Corporate will be entitled to:
 - (i) recover the amount of the unpaid account or accounts (whether or not a formal demand has been made) as a liquidated debt due to it in any court of competent jurisdiction; and/or
 - (ii) disconnect the supply of reticulated utility to the relevant Lot;
- (j) the Body Corporate will not under any circumstances whatsoever be responsible or liable for any failure of the supply of utility due to breakdown, repairs, maintenance, strikes, accidents or causes of any class or description; and
- (k) the Body Corporate may, from time to time determine a security deposit to be paid by each Owner of a Lot connected for the supply of the reticulated utility as a guarantee against non payment of accounts for the supply of reticulated utility or money payable under this by-law.

26. Right of Entry

- (a) Upon the Body Corporate or the Committee giving reasonable notice to an Occupier of a Lot, the Occupier must permit the Body Corporate, its authorised representative or any contractor, workman or other authorised person the right of access to the Lot for the purpose of carrying out works or effecting repairs to any Services Infrastructure.
- (b) If in the reasonable opinion of the Body Corporate or the Committee there is a matter of emergency, no notice will be necessary. Any works or repairs will be at the expense of the Owner of the Lot in the case where the need for such works or repairs is due to any act or default of the Occupier or their Guests, servants or agents. The Body Corporate and the Committee, in exercising the powers under this by-law must ensure that its servants, agents and employees cause as little inconvenience to the Occupier of the Lot as is reasonable in the circumstances.

27. Committee Consent

Subject to any provision of these by-laws to the contrary, where any act or thing requires the consent of the Committee, the Committee may, acting reasonably, give its consent to that thing with or without conditions or refuse to give its consent.

28. Construction and Sale of Lots

- (a) Whilst the Original Owner (and any person to whom the Original Owner assigns its rights under this by-law) remains an Owner of any Lot, the Original Owner and its servants, agents, authorised representatives and contractors, will be entitled:
 - (i) to place such signs and other advertising and display material in and about any Lot owned by the Original Owner or the Common Property, provided that they are reasonably attractive in appearance;

- (ii) to enter onto and pass over the Common Property (with or without vehicles and equipment) to gain access to and egress from any part of the Scheme Land, or to store building materials, vehicles, equipment or fill on the Scheme Land; and
 - (iii) to carry out any works or other activities required for the purpose of constructing the Building or any other improvements on the Scheme Land, and no objection will be made to the noise, nuisance or other inconvenience which might arise from such works.
- (b) In exercising its rights under this by-law, the Original Owner will use its reasonable endeavours to prevent undue interference with the enjoyment by any Occupiers of their Lots and the Common Property.
- (c) Whilst any construction or building works are being undertaken by the Original Owner on the Scheme Land, all Occupiers and Guests must comply with the reasonable directions of the Original Owner (and its servants, agents, authorised representatives and contractors). In particular, they must comply with any altered traffic (vehicle and pedestrian) flow directions.

29. Authorised Allocations

- (a) Subject to the requirements of the Act, the Original Owner is authorised to allocate for the exclusive use, for the rights and enjoyment of, or other special rights of, any part of the Common Property and any asset of the Body Corporate for any of the following purposes:
 - (i) parking purposes;
 - (ii) bicycle parking purposes;
 - (iii) storage area purposes;
 - (iv) air-conditioning unit keeping purposes;
 - (v) antenna and other communication device keeping purposes;
 - (vi) toilet and/or washroom use purposes;
 - (vii) signage area purposes;
 - (viii) access purposes; and
 - (ix) to the extent lawful, any other lawful purpose determined by the Original Owner.
- (b) The Original Owner may make an Authorised Allocation within the period of 12 months after the recording of the Community Management Statement which includes this by-law, or such longer period as may be permitted under the Act.
- (c) Each Occupier of a Lot to which an Authorised Allocation attaches must:
 - (i) use it in a way not likely to interfere with the peaceful enjoyment of another Lot or the Common Property including another exclusive use area;
 - (ii) use it only for the purpose for which the allocation is made; and
 - (iii) keep it tidy and free from rubbish.

30. Car Washing Bay

- (a) An Owner wishing to wash a motor vehicle or motor cycle (**Vehicle**) on the Common Property must wash that Vehicle in the Car Washing Bay.
- (b) An Owner, on using the Car Washing Bay, must leave it in a clean and tidy condition ready for use by another Owner wishing to use the Car Washing Bay.
- (c) The Committee may determine hours and arrangements for use of the Car Washing Bay and arrange for signs to be placed on the Common Property notifying Owners of the hours and conditions of use.

31. Exclusive Use Areas

- (a) The Owner of a Lot identified in Schedule E is entitled to the exclusive use and to the rights and enjoyment of and other special rights about that part of the Common Property (the **Exclusive Use Areas**) allocated in Schedule E for the purposes set out in Schedule E.
- (b) Each Occupier of a Lot to which an Exclusive Use Area is allocated under this by-law must:
 - (i) use the Exclusive Use Area in a way not likely to interfere with the peaceful enjoyment of any Lot or the Common Property;
 - (ii) keep the Exclusive Use Area in good repair and condition, neat and tidy and free from rubbish; and
 - (iii) use the Exclusive Use Area only for the purpose for which the allocation was granted.

32. Council Mandated Terms

- (a) A prerequisite for the establishment of the Scheme was the obtaining of certain development approvals from the Local Government (**Development Approvals**). The conditions of the Development Approvals, as far as they continue to have application after establishment of the Scheme are Requirements for the purposes of these by-laws.
- (b) When obliged by the conditions of any Development Approval, the Body Corporate and all Owners and Occupiers must maintain and not contravene the conditions of approval for the Scheme issued by the Local Government and in particular the following development approval conditions:

4	On-site Car Spaces (a) Provide at least twenty-eight (28) vehicle spaces on site. (b) Provide for the manoeuvring of vehicles on site, generally in accordance with the approved plan. Car spaces, access lanes and driveways shown on the approved plan must not be used for any other purpose.
23	Landscaping (a) Provide landscaping on site generally in accordance with Planning Scheme Policy - Integrated Design Appendix D - Landscaping and the submitted Landscape Design (IR DL2): The landscaping must also include the following: 1. Planting within the swale area is to comprise of species that reach a minimum height of 3.5 metres and is to be densely planted to achieve a visual buffer

	screen. Species are also to incorporate food and shelter trees in accordance with the SEQ Koala SPRP; 2. Native species that are endemic to the region and avoid using non-endemic species; 3. A minimum 2 metres densely planted landscape area within the private open space areas of the dwellings 1 to 5 that reach a mature height of a minimum 2 metres; and 4. Where a electrical transformer is proposed in an area currently provided with landscaping, provide green wall planting/treatments to the electrical transformer. (b) Provide certification, from a suitably qualified person, that landscaping has been implemented in accordance with (A) above. (c) Maintain the landscaping.
12	Screen Fencing (a) Construct a screen fence along the side and rear boundaries of the site where none already exists. Unless an alternative design is agreed to with the owner of the adjoining land, the screen fence is to be 1.8 metres in height and constructed of treated timber. Fencing along the sides of the site that extends beyond the main building line is to taper to 1.5 metres; and (b) Construct a screen fence between the private open spaces of each dwelling to the sides of the site. The screen fence is to be 1.8 metres in height and constructed of treated timber.
17	On Site Services Ensure garbage bin areas, rainwater tanks, hot water tanks, gas bottles and air conditioners are: 1. Located in the rear setback; or 2. Located in the side setbacks and include screening (e.g. fencing or landscaping) from view of any road frontage; or 3. Entirely underground or entirely screened where located in the front setback. Note: Rainwater tanks are not permitted within easements.
41	DEU Site Based Stormwater Management (a) The Stormwater Management Strategy (SMS) provided in support of the application is approved. (b) (b) Provide on-site stormwater management measures in accordance with the approved SMS and Council's planning scheme and design standards. (i) Detailed design of the stormwater management works shall

	conform to the approved SMS.
	(ii) Provide certification from an RPEQ that all works have been designed and constructed in accordance with this permit condition.
	(c) The landowner is responsible for the ongoing operation and maintenance of the stormwater management devices to ensure the design discharge parameters are maintained for the life of the approved development.
	(d) The stormwater quality devices located within the development are to be maintained at regular intervals after commencement of the use by a suitably qualified contractor. A certificate of compliance from the maintenance contractor is to be kept on site and made available to Council Officers upon successful completion of each maintenance procedure. Maintenance certificates are to be kept on site for a minimum of 2 years.
	(e) Approved wording is to be included in the documentation/community management statement to bind the future owners and/or body corporate to undertaking the maintenance, repair and reporting for the on-site stormwater management devices.

- (f) Notwithstanding any other provision of these by-laws the following by-laws shall supersede those by-laws in the event of any inconsistency:

(i) Landscaping

The Body Corporate must at all times maintain landscaping in accordance with Condition 13 of DA/33348/2016/V2M or as approved.

(ii) Waste Management

The Body corporate must at all times manage waste in accordance with Condition 30 of DA/33348/2016/V2M or as approved.

(iii) Communal Open Space and Recreation areas

The Body Corporate will at all times maintain unrestricted access to all communal open space and recreation areas for all units within the development.

(iv) Stormwater management requirements

The Body Corporate will at all times maintain all stormwater infrastructure located within the Lots and Common Property.

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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1. A Services Location Diagram for all service easements for the Common Property of the Scheme is attached and marked "Plan A".
2. The Lots in the Scheme are affected by the following types of statutory easements:

Lots Affected	Statutory Easement	Services Location Diagram
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Lots 1 to 28 and Common Property

Utility Services, Shelter, Support,
Maintenance, Utility Infrastructure
Maintenance

Plan "A"

SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY

Lot on Plan	Exclusive use area on plan of exclusive use areas marked "B"	Purpose
Lot 1 on SP293780	1A	Courtyard
Lot 2 on SP293780	2A	Courtyard
Lot 3 on SP293780	3A	Courtyard
Lot 4 on SP293780	4A	Courtyard
Lot 5 on SP293780	5A	Courtyard
Lot 6 on SP293780	6A	Courtyard
Lot 7 on SP293780	7A	Courtyard
Lot 8 on SP293780	8A	Courtyard
Lot 9 on SP293780	9A	Courtyard
Lot 10 on SP293780	10A	Courtyard
Lot 11 on SP293780	11A	Courtyard
Lot 12 on SP293780	12A	Courtyard
Lot 13 on SP293780	13A	Courtyard
Lot 16 on SP293780	16A	Courtyard
Lot 17 on SP293780	17A	Courtyard
Lot 18 on SP293780	18A	Courtyard
Lot 19 on SP293780	19A	Courtyard
Lot 20 on SP293780	20A	Courtyard
Lot 21 on SP293780	21A	Courtyard
Lot 22 on SP293780	22A	Courtyard
Lot 23 on SP293780	23A	Courtyard
Lot 24 on SP293780	24A	Courtyard
Lot 25 on SP293780	25A	Courtyard

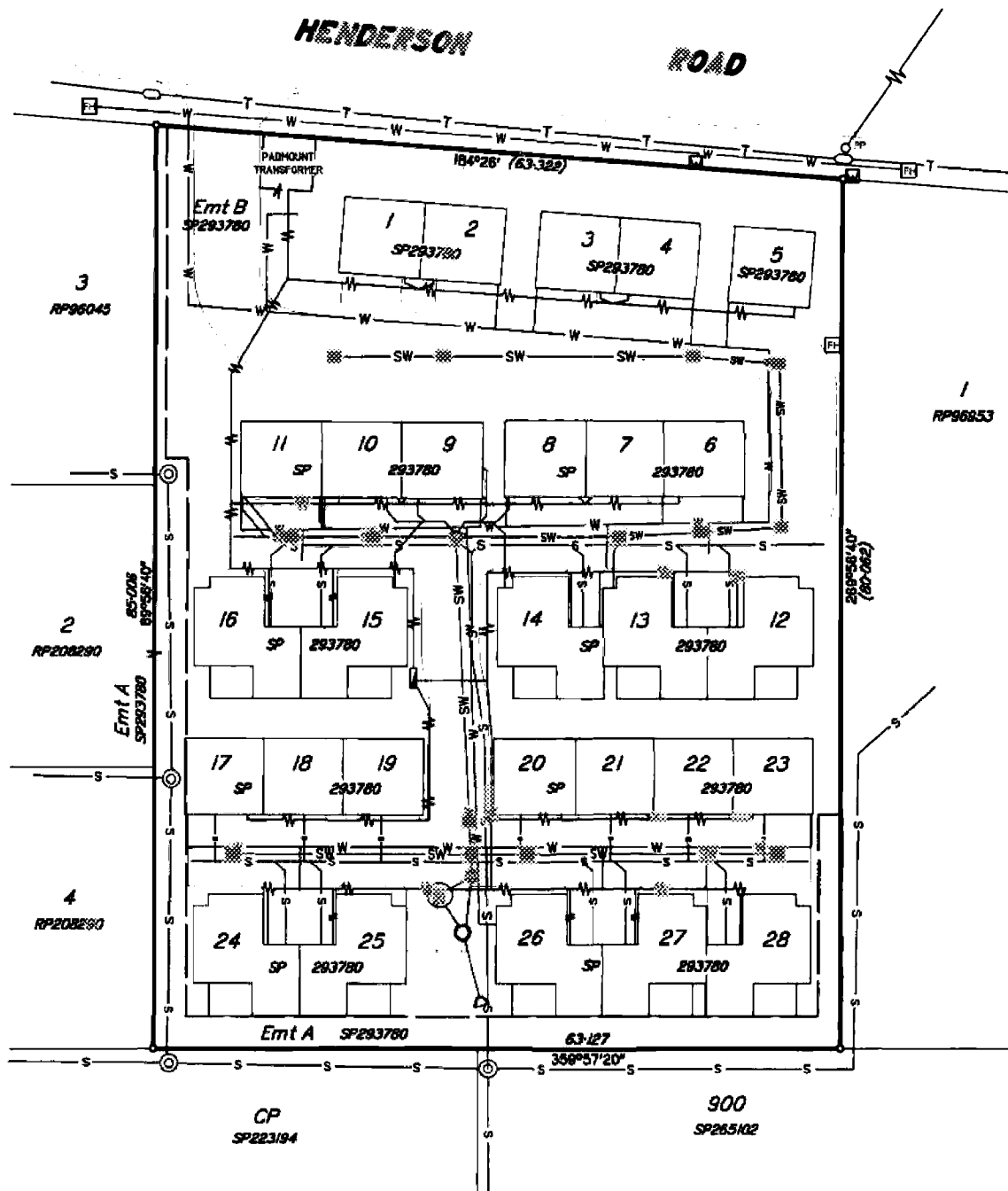
Lot 26 on SP293780	26A	Courtyard
Lot 27 on SP293780	27A	Courtyard
Lot 28 on SP293780	28A	Courtyard

"ATTICUS TOWNHOMES" C.T.S

Sheet of
19 22
20 23

DISCLAIMER: This Plan has been produced from information supplied from others and as such is meant to be diagrammatic only.

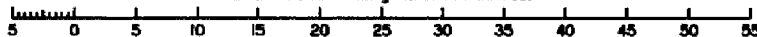
"A"



Legend

- T ——— Telstra
- W ——— Water
- G ——— Gas
- S ——— Sewer
- SW ——— Stormwater
- Telstra
- Water
- Gas
- ⊙ Sewer
- ⊠ Electrical & NBN in same trench as Telstra
- ⊞ Stormwater

Scale 1: 400 - Lengths are in Metres.



Service Location Diagram within Common Property on SP293780

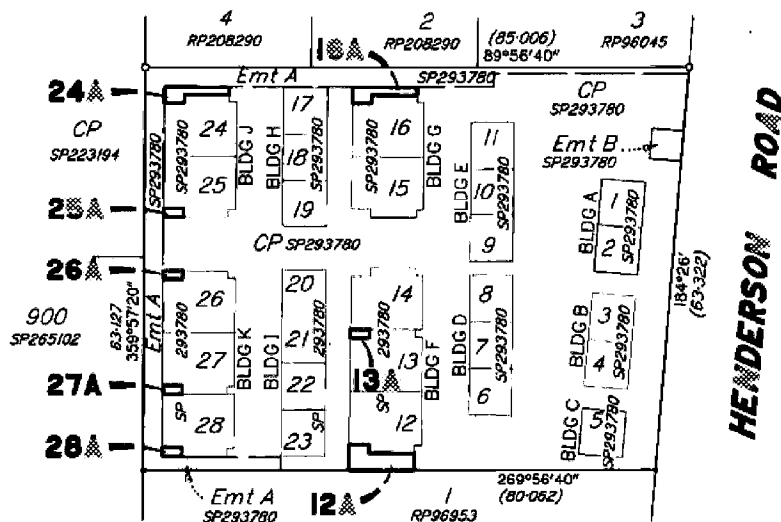
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Date: 30/04/2019	Meridian: SP293780	Locality: EVERTON HILLS	Local Authority: BRISBANE CITY
Scale: 1: 750 @ A3	Drawn: AG	Drawing Ref: 16470-SL-01	Rev: —

"ATTICUS TOWNHOMES" C.T.S "B"

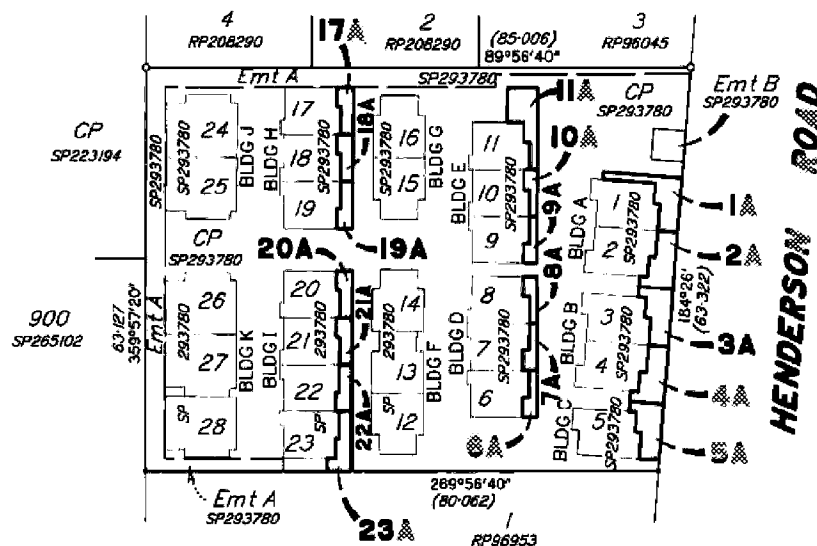
LEVEL A

(Refer Sheet 2)

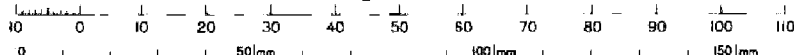


LEVEL B

(Refer Sheet 3)



Scale 1:750 - Lengths are in Metres.



We, VISION SURVEYS (OLD) PTY LTD (ABN 84 126 752 947),
Cadastral Surveyors, certify that the details shown on this
sketch plan are correct.

Authorised Delegate

17/06/2019

Date

Plan of Exclusive Use Areas within Common Property on SP293780

"ATTICUS TOWNHOMES" C.T.S

Date: 30/04/2019

Meridian: SP293780

Scale: 1:750 @ A3

Drawn: AG

Locality: EVERTON HILLS

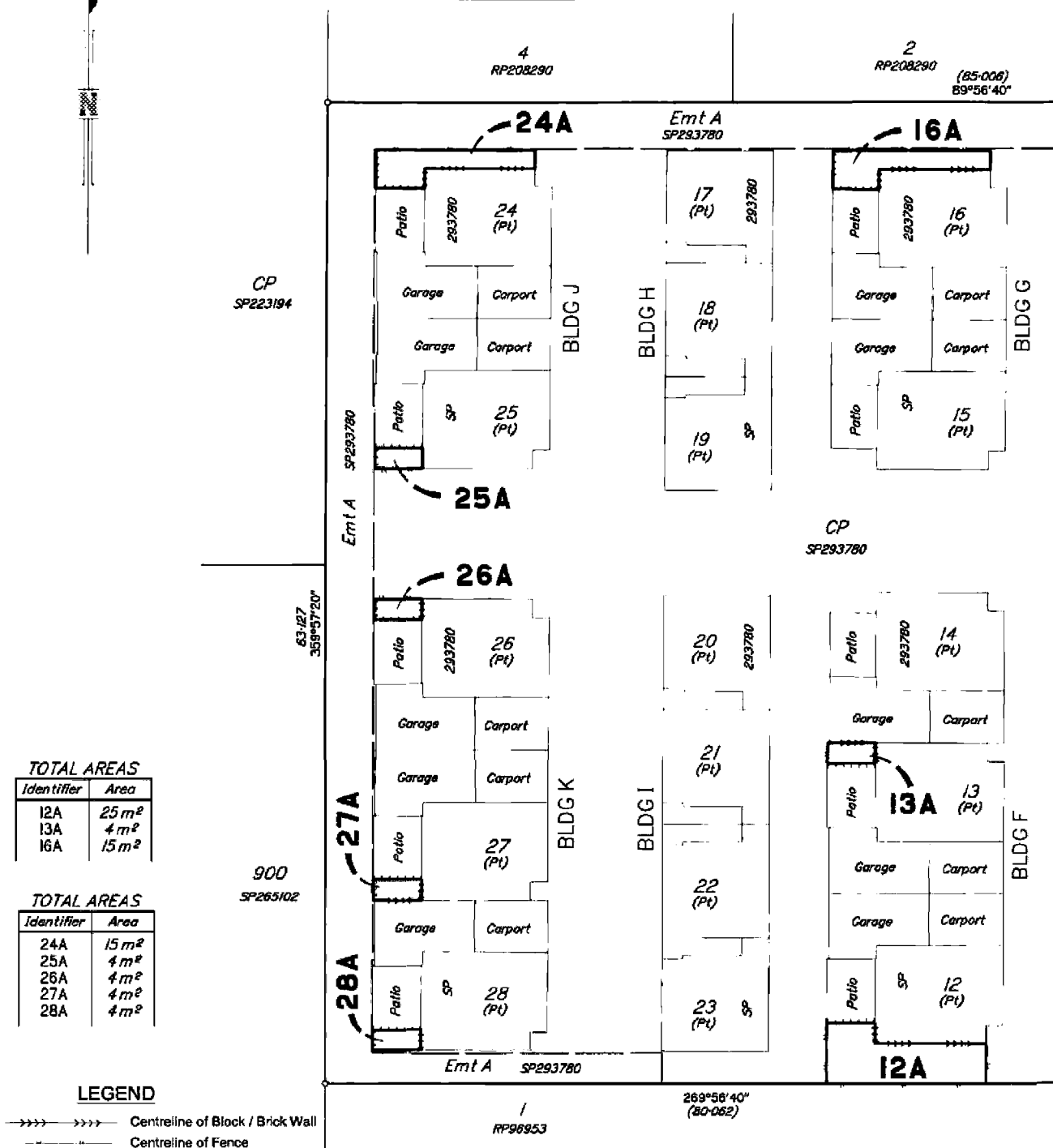
Local Authority: BRISBANE CITY

Dwg Ref: 16470-EU-01 Rev: -

"ATTICUS TOWNHOMES" C.T.S. "B"

Sheet of
21 22
22 23

LEVEL A



TOTAL AREAS

Identifier	Area
12A	25 m ²
13A	4 m ²
16A	15 m ²

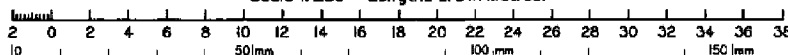
TOTAL AREAS

Identifier	Area
24A	15 m ²
25A	4 m ²
26A	4 m ²
27A	4 m ²
28A	4 m ²

LEGEND

- Centreline of Block / Brick Wall
- Centreline of Fence
- Edge of Concrete / Patio

Scale 1:250 - Lengths are in Metres.



We, VISION SURVEYS (QLD) PTY LTD (ABN 84 128 752 947), Cadastral Surveyors, certify that the details shown on this sketch plan are correct.

Plan of Exclusive Use Areas
within Common Property on SP293780

"ATTICUS TOWNHOMES" C.T.S.

Authorized Delegate

17/06/2019

Date

Date: 30/04/2019

Meridian: SP293780

Scale: 1:250 @ A3

Drawn: AG

Locality: EVERTON HILLS

Local Authority: BRISBANE CITY

Dwg Ref: 16470-EU-02 Rev: -

"ATTICUS TOWNHOMES" C.T.S

"B"

LEVEL B

TOTAL AREAS

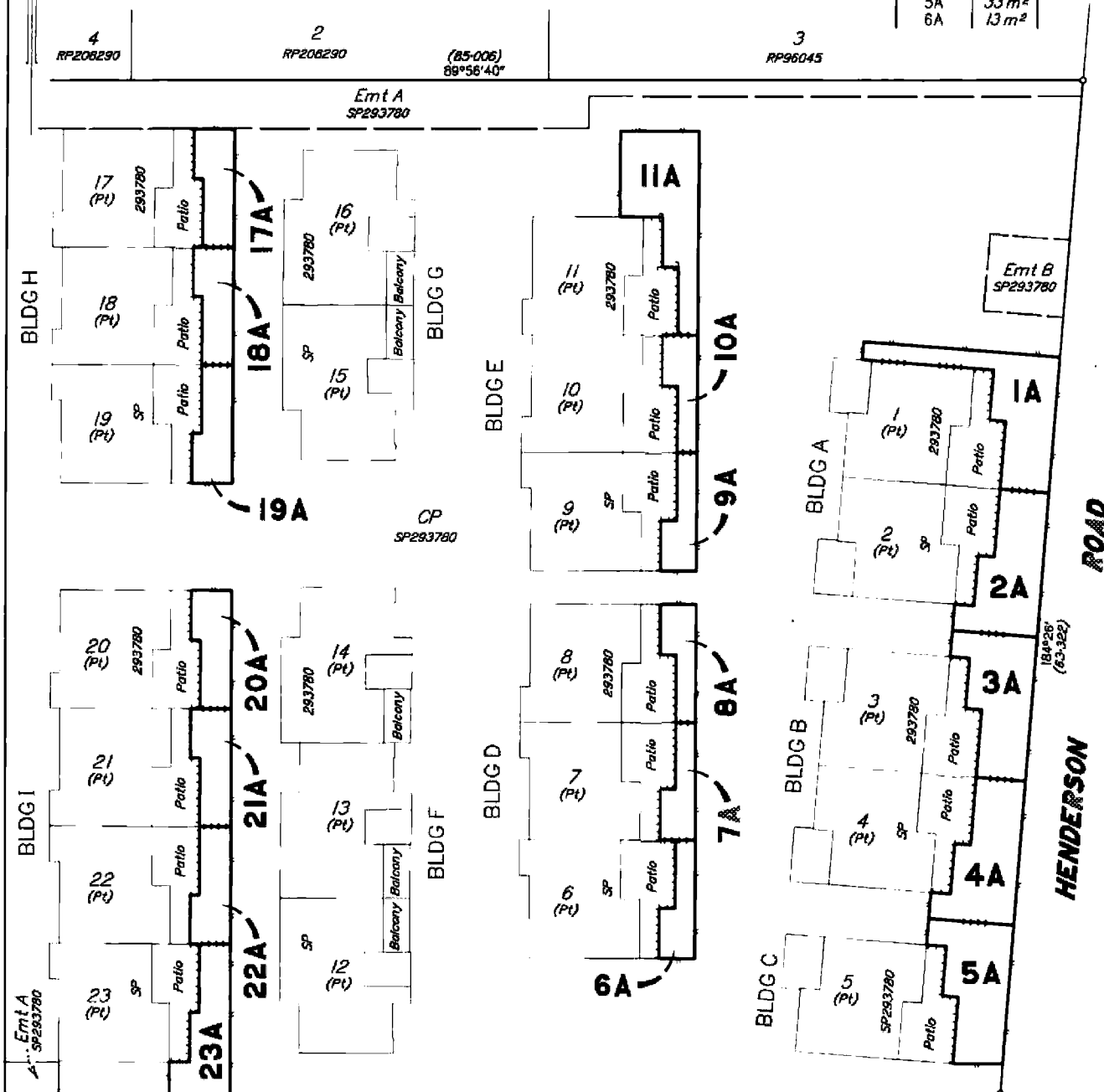
Identifier	Area
18A	14 m ²
19A	14 m ²
20A	14 m ²
21A	14 m ²
22A	14 m ²
23A	22 m ²

TOTAL AREAS

Identifier	Area
7A	12 m ²
8A	12 m ²
9A	13 m ²
10A	12 m ²
11A	38 m ²
17A	15 m ²

TOTAL AREAS

Identifier	Area
1A	38 m ²
2A	36 m ²
3A	31 m ²
4A	34 m ²
5A	33 m ²
6A	13 m ²



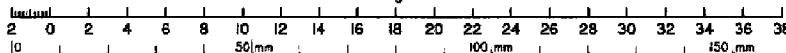
LEGEND

- Centraline of Block / Brick Wall
- Centraline of Fence
- Edge of Concrete / Patio

26°56'40"
(30°062)

RP96953

Scale 1:250 - Lengths are in Metres.


We, VISION SURVEYS (QLD) PTY LTD (ABN 84 128 752 947),
Cadastral Surveyors, certify that the details shown on this
sketch plan are correct.

17/06/2019

Authorised Delegate

Date

Plan of Exclusive Use Areas
within Common Property on SP293780

"ATTICUS TOWNHOMES" C.T.S

Date: 30/04/2019

Meridian: SP293780

Scale: 1:250 @ A3

Drawn: AG

Locality: EVERTON HILLS

Local
Authority: BRISBANE CITY

Dwg
Ref: 16470-EU-03 Rev: -



Certificate Of Completion

Envelope Id: EFA92777-E934-4ED2-BA45-C38406E5BC6C	Status: Completed
Subject: Sign Request	
Source Envelope:	
Document Pages: 37	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Concierge
Time Zone: (UTC+10:00) Brisbane	concierge@realworks.com.au
	IP Address: 3.25.60.134

Record Tracking

Status: Original	Holder: Concierge	Location: DocuSign
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Signer Events

Ruby Wallace
rubywallace155@gmail.com
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:



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Signature Adoption: Drawn on Device
Using IP Address:
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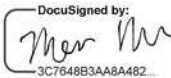
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Sent: 23-03-2026 | 13:09
Resent: 26-03-2026 | 06:55
Viewed: 26-03-2026 | 15:49
Signed: 26-03-2026 | 15:59

Electronic Record and Signature Disclosure:
Accepted: 19-07-2024 | 16:25
ID: ea4854fc-2ca4-4775-959c-79374bc13eae

Connor JT Property Pty Ltd
connorjtproperty@hotmail.com
Security Level: Email, Account Authentication (None)

DocuSigned by:



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Signature Adoption: Drawn on Device
Using IP Address: 122.150.205.121

Sent: 26-03-2026 | 15:59
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Signed: 26-03-2026 | 17:41

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Accepted: 19-05-2021 | 17:51
ID: 31078e07-12b3-42a7-a40b-2efae7e84e7a

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	23-03-2026 13:09
Certified Delivered	Security Checked	26-03-2026 17:40

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	26-03-2026 17:41
Completed	Security Checked	26-03-2026 17:41
Payment Events	Status	Timestamps
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- You can access and read this Electronic Record and Signature Disclosure; and
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Owner builder register

Lot/Plan number ▼

18

SP 293780



You can search by owner builder number, name, lot/plan number or address.

[Glossary of terms](#)

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Cultural acknowledgement

We pay our respects to the Aboriginal and Torres Strait Islander ancestors of this land, their spirits and their legacy. The foundations laid by these ancestors — our First Nations peoples — give strength, inspiration and courage to current and future generations towards creating a better Queensland.

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Queensland Government



LOTSEARCH

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LOTSEARCH REFERENCE
LS142595_DC

REPORT DATE
17 Jun 2026 11:42:19

CLIENT ID
197675703

COUNCIL
Moreton Bay City

Seller Disclosure - Contamination Notices



This report provides a search of the public register to support the requirement under the **Property Law Regulation 2024**, of disclosing **contamination and environmental protection notices** under **Part 3 – Land use, planning and environment**, of the **QLD Seller Disclosure Statement**. This report contains records not included in the DETSI contaminated land search (EMR/CLR).

1. Notices Under Section 408(2) No Records Identified

Records of notices under section 408(2) of the Environmental Protection Act 1994.

A search of **Environmental Evaluations** and **Site Investigations** has been undertaken.

Notice No	Notice Type	Location	Date	Status	Documents
No records identified					

*Show Cause Notices, Notices of Decision under Section 394, and Orders under Section 458 are excluded from this search as they are not available on the public register. A separate search of the EMR/CLR will identify sites with **Contaminated Land** or **Site Management Plans under Section 401**.*

2. Notices Under Section 369C(2) No Records Identified

Records of notices under section 369C(2) of the Environmental Protection Act 1994 (the property is a place or business to which an **Environmental Enforcement Order (EEO)** applies). This includes **Environmental Protection Orders, Direction Notices, and Clean-Up Notices**.

Notice No	Notice Type	Location	Date	Status	Documents
No records identified					

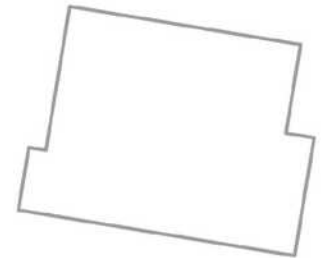
3. Notices Under Section 347(2) No Records Identified

Records of notices under section 347(2) of the Environmental Protection Act 1994 (the property is a place or business to which a **prescribed Transitional Environmental Program (TEP)** applies).

A search of all TEPs has been undertaken, including those that are not prescribed. Prescribed TEPs are those that do not relate to an environmental authority.

Notice No	Notice Type	Location	Date	Status	Documents
No records identified					

LOT/PLAN
Lot 18, SP293780



THINGS TO KNOW

• Seller Responsibility

This report does not replace the seller's responsibility to accurately complete the Seller Disclosure Statement.

It is important to read and carefully consider each notice before determining whether it needs to be disclosed. You should seek legal advice about your obligations to disclose notices under the Environmental Protection Act 1994 (QLD).

• Notice Types

Notices identified under section 369C(2) and 347(2) may also apply to Section 408(2).

INTERESTED IN FURTHER INSIGHTS?

This report has been purpose-built to support the Seller Disclosure Statement requirements. For a more comprehensive due diligence search, we recommend the Lotsearch Contaminated Land Search — which identifies additional contamination records for the site and the surrounding area. Visit lotsearch.com.au

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✉ support@lotsearch.com.au



LOTSEARCH

Spatial Intelligence | Mapping Risk

Seller Disclosure - Contamination Notices

Dataset Listing

The results in this report are based upon the following datasets only:

Dataset Name	Custodian	Supply Date	Currency Date	Update Frequency
Enforcement Actions	QLD Department of Environment, Tourism, Science and Innovation	16/06/2026	16/06/2026	Weekly

Useful Contacts

Lotsearch Pty Ltd
www.lotsearch.com.au
support@lotsearch.com.au

Department of the Environment, Tourism, Science and Innovation (DETSI), Queensland
<https://www.detsi.qld.gov.au/>
13 QGOV (13 74 68)

Moreton Bay City
<http://www.moretonbay.qld.gov.au/>
council@moretonbay.qld.gov.au
(07) 3205 0555

[Click for 'Use of Report - Applicable Terms'](#)

Disclaimer:

The purpose of this report is to provide a search of the public register for the site, to support the requirement of disclosing contamination and environmental protection notices under Part 3 - Land use, planning and environment, of the QLD Seller Disclosure Statement, as part of the Property Law Regulation 2024. The report may not identify all the notices required by the relevant disclosure requirements. It does not include a search of the DETSI contaminated land search (EMR/CLR). The report does not replace your responsibility to accurately identify and disclose information relevant to the matters outlined in the Seller Disclosure Statement. You should seek legal advice about your obligations to disclose notices under the Environmental Protection Act 1994 (QLD).

The report does not constitute advice. The report is not a substitute for an on-site inspection or review of other available reports and records. The report is not intended to be, and should not be taken to be, a rating or assessment of the desirability or market value of the property or its features. You should obtain independent advice from a suitably qualified professional or legal practitioner before you make any decision based on the information within the report.

You understand that Lotsearch has defined the site by reference to lot and plan information supplied in the order. You accept that Lotsearch may amend some of the information supplied in the order, to identify the relevant site for the report.

Information provided by public authorities is constantly changing. This report is based on data listed in the Dataset Listing table and reflects a point in time position based on the datasets supplied on the dates given in the report. Report content may change over time. You should always seek an up-to-date report before relying on any of the content.

A link to the detailed terms applicable to the use of this report is available above.



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LOTSEARCH REFERENCE
LS142597_DZ

REPORT DATE
17 Jun 2026 11:43:06

CLIENT ID
197675705

Seller Disclosure - Zoning



This report provides information on the zoning of a property. It is designed to support the requirement under the **Property Law Regulation 2024** to disclose the zoning of the property under **Part 3 - Land use, planning and environment** of the **QLD Seller Disclosure Statement**.



Zoning

The result below is based on the *Property Law Regulation 2024* and a search of zoning records under:

- the *Economic Development Act 2012* (Priority Development Areas)
- the *State Development and Public Works Organisation Act 1971*
- the *Integrated Resort Development Act 1987*
- the *Mixed Use Development Act 1993*
- the *Sanctuary Cove Resort Act 1985*
- the local planning scheme

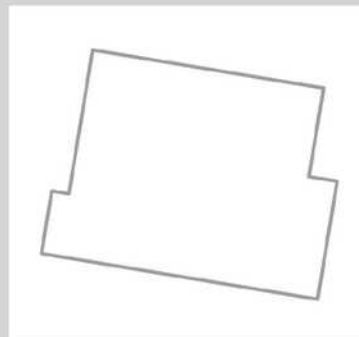
The zoning identified for the property:

Planning Record	Zoning
Local planning scheme	General residential - Next generation neighbourhood

Temporary Local Planning Instruments (TLPs) may vary the local planning scheme zoning. Please refer to this [website](#) for a list of current TLPs or check with your local council.

Commonwealth and State legislation other than those listed in the *Property Law Regulation 2024* may state that the planning scheme does not apply to certain areas. This includes, but is not limited to, strategic and core port land, priority ports, and certain airport and defence land. This report does not include a notation of these areas. Please consult your local council and the relevant planning scheme for further information.

LOT/PLAN
Lot 18, SP293780



COUNCIL
Moreton Bay City

THINGS TO KNOW

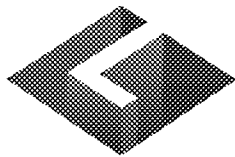
This report provides zoning information only. The buyer may need to consider other planning controls that may apply to the lot such as local plans and overlays. These can be obtained from the local planning scheme.

This report does not replace the seller's responsibility to accurately complete the Seller Disclosure Statement.

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Seller Disclosure - Zoning

Dataset Listing

The results in this report are based upon the following datasets only:

Dataset Name	Custodian	Supply Date	Currency Date	Update Frequency
Priority Development Areas	QLD Department of State Development, Infrastructure and Planning	01/06/2026	10/11/2025	Monthly
State Development Area Precincts	QLD Department of State Development, Infrastructure and Planning	01/06/2026	01/06/2026	Monthly
State Development Areas	QLD Department of State Development, Infrastructure and Planning	01/06/2026	29/02/2024	Monthly
Integrated Resort Development Areas	City of Moreton Bay	13/03/2026	13/03/2026	Quarterly
Mixed Use Development Areas	City of Moreton Bay	13/03/2026	13/03/2026	Quarterly
Sanctuary Cove Resort	City of Moreton Bay	13/03/2026	13/03/2026	Quarterly
Moreton Bay Planning Scheme Zoning – MBRC planning scheme zones	City of Moreton Bay	28/05/2026	28/10/2024	Monthly
Moreton Bay Planning Scheme Zoning – CMB planning scheme zone precincts	City of Moreton Bay	28/05/2026	28/10/2024	Monthly
Moreton Bay Planning Scheme Other Planning Instruments	City of Moreton Bay	01/06/2026	30/06/2022	Monthly

Useful Contacts

Lotsearch Pty Ltd
www.lotsearch.com.au
support@lotsearch.com.au

QLD Department of State Development, Infrastructure and Planning
<https://www.planning.qld.gov.au/>
13 QGOV (13 74 68)

Moreton Bay City
<http://www.moretonbay.qld.gov.au/>
council@moretonbay.qld.gov.au
(07) 3205 0555

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Disclaimer:

The purpose of this report is to provide a search of publicly available zoning records for the site, to support the requirement of identifying the zoning to be disclosed under the Property Law Regulation 2024 and assist with the disclosure of information under Part 3 – Land use, planning and environment, of the QLD Seller Disclosure Statement.

The report does not replace your responsibility to undertake the accurate identification and disclosure of information relevant to the matters outlined in the Seller Disclosure Statement.

The report does not constitute advice. The report is not a substitute for an on-site inspection or review of other available reports and records. The report is not intended to be, and should not be taken to be, a rating or assessment of the desirability or market value of the property or its features. You should obtain independent advice from a suitably qualified professional or legal practitioner before you make any decision based on the information within the report.

You understand that Lotsearch has defined the site by reference to lot and plan information supplied in the order. You accept that Lotsearch may amend some of the information supplied in the order, to identify the relevant site for the report.

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A link to the detailed terms applicable to the use of this report is available above.

Flood Check Property report

Property

Reference: Lot 18 Plan SP293780

**33 HENDERSON ROAD
EVERTON HILLS QLD 4053**

About this report

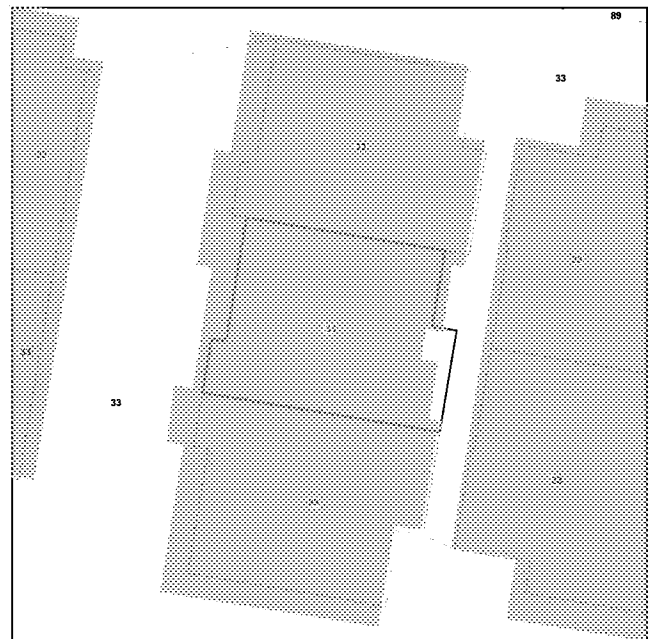
This *Flood Check Property Report* provides information from our City Flood Database **that is relevant for this property**.

Property specific information is provided about the four types of flooding that can affect the City of Moreton Bay, which include:

- Flood
- Overland Flow
- Tidal Inundation
- Storm Tide

This report will help you to better understand the potential flood risks that currently apply to this property.

The report may also prove beneficial when preparing a flood emergency plan or applying for flood insurance.



Further information

The fact sheet included at the end of this report may assist with interpreting the contents of the report. Further information including flood maps and flood investigation reports are also available from Council's website: www.moretonbay.qld.gov.au/flooding

Are you planning building or development?

If planning new **building or development works on this property**, please refer to the:
Moreton Bay Regional Council's Planning Scheme: www.moretonbay.qld.gov.au/mbrclplanningscheme
Flood Check Development Report for this property: www.moretonbay.qld.gov.au/Services/Building-Development/Flood-Check

Council provides this information as a general reference source only and has taken all reasonable measures to ensure that the material in this report is as accurate as possible at the time of publication. However, the Council makes no representation and gives no warranty about the accuracy, reliability, completeness or suitability for any particular purpose of the information. To the full extent that it is able to do so in law, the Council disclaims all liability, (including liability in negligence), for losses and damages, (including indirect and consequential loss and damage), caused by or arising from anyone using or relying on the information for any purpose whatsoever. This information can change over time as Council's flood information is periodically updated.

PA_20251212_2110F 3.4.1. Generated December 2025

Flood Check ✓ Property report

Summary

Reference: Lot 18 Plan SP293780

Flood

Flooding occurs when heavy rainfall causes the water levels in a river, creek or urban drainage system to rise and exceed the capacity of the main channel or pipe network.

This property is not affected by the 5% AEP, 1% AEP and 0.1% AEP Flood events. ✓

Properties with very shallow flooding, less than 10cm deep, are considered to have negligible flood risks and are shown to be unaffected by flooding in this report summary.

Overland Flow

Overland flow is excess rainfall runoff that can cause flooding in gullies and depressions located upstream of rivers and creeks and also in areas where the runoff exceeds the capacity of urban drainage systems.

This property is outside Council's known Overland Flow mapping extents. ✓

Unmapped overland flow paths may affect any property after intense rainfall, including thunderstorms.

Tidal Inundation

Tidal inundation can occur on very low-lying coastal land during naturally occurring large high tides.

This property is above the estimated level of a Highest Astronomical Tide (HAT). ✓

Highest Astronomical Tides typically occur 2-3 times a year.

Storm Tide

Storm tide inundation can occur on low-lying coastal land when extreme weather conditions produce a storm surge resulting in sea levels above the normal tide levels.

This property is not affected by the 5% AEP, 1% AEP and 0.1% AEP Storm Tide events. ✓

Properties with very shallow storm tide inundation, less than 10cm deep, are considered to have negligible storm tide risks and are shown to be unaffected by storm tide in this report summary.

What is AEP?

Flood and storm tide information is provided for a range of event likelihoods. The likelihood of these events occurring is described in terms of their *Annual Exceedance Probability* or *AEP*.

AEP describes the likelihood of an event with a given magnitude or greater occurring in any given year and is usually expressed as a percentage. The 1% AEP event has a 1 in 100 chance (or 1% chance) of occurring in any given year and location.

Council provides this information as a general reference source only and has taken all reasonable measures to ensure that the material in this report is as accurate as possible at the time of publication. However, the Council makes no representation and gives no warranty about the accuracy, reliability, completeness or suitability for any particular purpose of the information. To the full extent that it is able to do so in law, the Council disclaims all liability, (including liability in negligence), for losses and damages, (including indirect and consequential loss and damage), caused by or arising from anyone using or relying on the information for any purpose whatsoever. This information can change over time as Council's flood information is periodically updated.

PA_20251212_2110F 3.4.1. Generated December 2025

Flood Check Fact sheet

How to interpret a Flood Check Property Report

The *Flood Check Property Report* includes information about the potential flood risks that currently apply to the property.

What is included in the report

The Summary

The report begins with a summary of the potential flooding conditions anticipated for the property for each type of flooding. If the report indicates that the property is affected by one or more types of flooding, then further information about each type of flooding will be provided in the Technical Summary section on the following pages.

Flood Flooding occurs when heavy rainfall causes the water levels in a river, creek or urban drainage system to rise and exceed the capacity of the main channel or pipe network.	Parts of this property are affected by the: 5% AEP Flood event 1% AEP Flood event 0.1% AEP Flood event See the Technical Summary for further information.
Overland Flood Overland flow is excess rainfall runoff that can cause flooding in gullies and depressions located upstream of rivers and creeks and also in areas where the runoff exceeds the capacity of urban drainage systems.	Parts of this property are within or adjacent to Council's known Overland Flow mapping extents.
Tidal inundation Tidal inundation can occur on low-lying coastal land during naturally occurring high tides.	Parts of this property may be below the estimated level of a Highest Astronomical Tide (HAT). Highest Astronomical Tides typically occur 2-3 times a year.
Storm Tide Storm tide inundation can occur on low-lying coastal land when extreme weather conditions produce a storm surge resulting in sea levels above the normal tide levels.	Parts of this property are affected by the: 5% AEP Storm Tide event 1% AEP Storm Tide event 0.1% AEP Storm Tide event See the Technical Summary for further information.

The Technical Summary

The Technical Summary section is only included in a report when the property is subject to one or more types of flooding.

This section begins with reference level information for the property. Minimum, maximum and average ground level elevations are provided in metres AHD.

All elevations and flood and storm tide levels within the report are provided with reference to the Australian Height Datum or AHD. AHD is the standard elevation reference for mapping purposes adopted by the National Mapping Council of Australia. As a general guide, 0.0m AHD is approximately equal to mean sea level.

Where we have been able to determine the floor level of the lowest building on the property, this is also provided, along with information on the survey accuracy of this floor level. In some cases, there may be more than one building on the property. The building determined to have the lowest floor level is indicated on the maps that are included in the Technical Summary section.

The Technical Summary provides details of the anticipated conditions for each type of flooding that could affect the property. For each of these, the source and currency of the flood information is provided, along with flood and storm tide level data where available.

The Data Tables

The Technical Summary section of the report contains data tables that provide the flood and storm tide levels across the property for Council's three standard flooding events. Flood levels can vary across a property, particularly for large or sloping properties. The minimum and maximum flood levels typically indicate flood levels at the upstream and downstream ends of a property.

Flood Event	Minimum Flood Level (metres AHD)	Estimated Percentage Inundated	Maximum Flood Level (metres AHD)	Flood Reliability Rating	
5% AEP	2.0	2.9	3.2	2.8	A
1% AEP	2.7	3.0	3.3	2.9	A
0.1% AEP	2.9	3.1	3.4	3.0	A

For each standard flooding event the data tables also provide:

- the estimated percentage of the property that would be inundated;
- the maximum anticipated flood or storm tide level within the footprint of the building with the lowest floor level; and
- a data reliability rating as an indicator of the current degree of confidence in the values provided.

The likelihood of these flooding events occurring is described in terms of their *Annual Exceedance Probability* or AEP. AEP describes the likelihood of an event with a given magnitude or greater occurring in any one year, usually expressed as a percentage.

Flood Check Fact sheet

Council's standard flooding events

The table below sets out the likelihood terminology and descriptions for Council's three standard flooding events. The annual chance of occurrence (AEP) and the estimated cumulative risk of flooding over a 30 year typical mortgage period are provided for each event.

AEP	Likelihood	Size	Description	Example Events within Moreton Bay Region
5%	High	Reasonably Large	A reasonably large flood event that is very likely to occur during your lifetime. A flood of this size has a 1 in 20 chance (or 5% chance) of occurring in any given year and location. Over a 30 year mortgage period there is a 78% chance that a flood of this size would occur at least once.	May 2015 Middle reaches Caboolture River Upper reaches Cabbage Tree Creek June 2016 Terrors Creek Middle reaches Four Mile Creek March 2017 Middle reaches Cedar Creek
1%	Medium	Large	A large flood event that could possibly occur during your lifetime. A flood of this size has a 1 in 100 chance (or 1% chance) of occurring in any given year and location. Over a 30 year mortgage period there is a 26% chance that a flood of this size would occur at least once.	January 2011 Upper reaches North Pine River Middle reaches Burpengary and Cedar Creeks May 2015 Middle reaches Burpengary, Little Burpengary and Elimbah Creeks Lower reaches Todds Gully
0.1%	Low	Very Large	A very large flood event that is rare to witness during a lifetime. A flood of this size has a 1 in 1000 chance (or 0.1% chance) of occurring in any given year and location. Over a 30 year mortgage period there is a 3% chance that a flood of this size would occur at least once. Few people will ever experience an event of this size. Whilst rare, these exceptional events can and do occur.	January 2011 Terrors Creek May 2015 Middle reaches King Johns and Saltwater Creeks.

Data Reliability Ratings

The flood and storm tide information provided in the report has been compiled from numerous sources and studies and is the best available information currently endorsed by Council.

The quality or reliability of the information available however, may not be uniform across the region. The data tables therefore include reliability ratings for the flood and storm tide data that can be used to infer the degree of confidence held in the data provided.

For those areas where the flood or storm tide information is considered to have a lower reliability a note is added to the reports of the affected properties. The areas of reduced data reliability are also shown with shading on the report maps.



Caboolture River at Morayfield Road January 2011

Flood Check Fact sheet

A description of each reliability rating is provided below.

Data Reliability Rating	Description
A	Reliable - up to date <i>The flood data is based on recent flood investigations and topographical information and is considered the most reliable flood information.</i>
B	Reasonable - future changes possible <i>The flood data is based on recent flood investigations or topographical information. However, changes to catchment conditions may have occurred, which could result in changes to the flood information in a future update.</i>
C	Reasonable - subject to change <i>The flood data does not include recent changes to the floodplain and is subject to change in a future update.</i>
D	Indicative only <i>The flood data is considered indicative only and is subject to change in a future update.</i>

Council's flood data is subject to regular reviews and updates, which can result in changes to the flood information provided for the property you are interested in. Council recommends that you periodically check back on Council's website to get an updated report.



Caboolture River at Morayfield Road January 2011

Interpreting the flood information

Determine your flood risks

When interpreting the information provided in the report you should consider your overall risk from the different types of flooding.

If you have not done so already, we recommend that you utilise Council's Flood Viewer to gain an appreciation of the potential flooding conditions in the areas surrounding the property, including roads frequently used. Flood Viewer is available from Council's website:

www.moretonbay.qld.gov.au/flood-viewer

Once you have understood the potential flooding conditions for the property you should then consider the potential **consequences** that may arise from the different types and sizes of flooding events:

- Which areas of the property could be flooded?
- Will flooding result in any damage to these areas?
- Will flooding affect my ability to travel to work/school?

Next consider what **actions** you would need to take to manage the consequences of flooding. Your actions should reflect the overall degree of risk to you, your family, your business and employees, and the home and assets.

Example 1

Your back yard is affected by shallow flooding during a rare 0.1% AEP flood event: - the potential consequences of flooding are likely to be minor; the chance of it happening is low; and therefore, your overall flood risk will be low.

Low likelihood flood
(0.1% AEP)

x

Minor
consequences

=

LOW RISK

Example 2

Your front yard and car port are affected by 0.5m deep flooding in a 1% AEP flood event: - the potential consequences of flooding are moderate; it's possible for this flooding to occur; and therefore, there is an overall medium risk.

Action: - Consider moving your car to higher ground early on in the event to prevent it from being damaged.

Medium likelihood
flood (1% AEP)

x

Moderate
consequences

=

MEDIUM
RISK

Flood Check Fact sheet

If you live in a flood prone area it is recommended that you prepare an **Emergency Plan** to plan for your safety during floods. For more information on preparing an emergency plan; getting your home and family ready; preparing an emergency kit; tuning into warnings and knowing where to find the latest disaster information; and generally being prepared for severe storms and flooding, visit the following websites:

www.moretonbay.qld.gov.au/disaster
<https://getready.qld.gov.au/homepage/>

Council also strongly recommends registering to the MoretonAlert service so you can receive important emergency management messages. For more information and online registration visit:

www.moretonbay.qld.gov.au/MoretonAlert

Understand the occurrence of large flood events

Annual Exceedance Probability (AEP) defines the probability of a flood level being equalled or exceeded in any one year. It is quite possible, and statistically correct, for large flood events to occur only a few years apart.

Flood records available for three of Moreton Bay Region's large river systems, the Caboolture, South Pine and Stanley Rivers, show multiple clusters of 3 to 5 significant flood events occurring within a 5 year period. There can be many years of lower rainfall separating these clusters of significant flood events.

Remember that although very large floods are unlikely, it is important that you are aware they can occur so you can plan for your safety.



North Pine River at Gympie Road January 2011

When to request a report

Council encourages everyone interested in a property to download a free report from our website to understand the risks of flooding that currently exist for the property. We recommend that a *Flood Check Property Report* be obtained both before purchasing a property and periodically thereafter to ensure that you have the latest and most up to date information.

When purchasing a property

When purchasing a property, you should use the information in the report to provide you with a better understanding of the potential flooding conditions for the property.

Your willingness and ability to undertake the necessary actions to manage these flood conditions should be considered when assessing the suitability of this property to your needs and lifestyle.

If you have any concerns or are uncertain about how to interpret the information, please contact Council or consult with a qualified professional engineer.

Need more information?

Further information including flood maps and flood investigation reports are available from Council's website: www.moretonbay.qld.gov.au/flooding

For more information or assistance, please contact Council on 07 3205 0555

by e-mail: flood@moretonbay.qld.gov.au

Or addressed in writing to:

Floodplain Management Team
 Moreton Bay Regional Council
 PO Box 159
 Caboolture QLD 4510

UTILITY PLANS

17-06-2026

Enquiry Date: 17-06-2026

Address (Lot/Plan):

18/33 HENDERSON ROAD,EVERTON
HILLS,QLD-4053,AUS

These plans expire 30 days from supply

In response to your request for Utility Plans, please find the following information:

- Responses from the affected utilities/asset owners.

The following utilities/asset owners have assets on or near your searched property:

Sequence Number	Authority Name	Contact Number
274666041	APA Group Gas Networks (70710)	+611800085628
274666040	Unitywater South	+611300086489
274666043	Telstra QLD South East	+611800653935
274666042	Energex QLD	+61131253
274666038	NBN Co Qld	+611800687626
274666039	Moreton Bay Regional Council	+611300477161

(t 03 8413 5200

www.pellicanCorp.com

L1/610 Victoria Street, Richmond VIC 3121



General Information

Care will be needed to be undertaken if you/your client carry out any excavation works inside or outside the property boundary.

Utility Plans, provides a 'collated pack' of information, including plans/maps, detailing the location of utilities on or near to your property. This can include electricity, gas, water, sewerage, drainage, telecommunications and local government assets, depending upon what utilities are in the vicinity.

Any plans supplied are intended to assist you or your client in the prevention of damage to an underground asset. The plans do not have a guaranteed accuracy since they are supplied by each utility in question. If you or your client perform excavations, any such works are at your/your client's own risk. Prior to any such earth works being conducted on or in the vicinity of the property we recommend that you/your client contact a locator to accurately find and locate each utility to avoid any damage. In the event that a pipe/cable damage does occur from earthworks, you/your client will be responsible for any cost of repair.

Due to the age of some pipes and cables, it is impossible for all plans to have the precise location of all underground utilities. The accuracy and/or completeness of the information supplied cannot be guaranteed as property boundaries, depths and other features may change over time. Therefore, plans are indicative only. Each utility does not warrant that the plans are accurate and accepts no responsibility for any inaccuracy shown on the plans. It is your responsibility to locate underground utilities carefully via potholing prior to any excavation process, and to exercise due care during that excavation.

This report is based on information supplied by each utility – which is current at the time of request. Also please note that plans are supplied with a validity period of 30 days from date of supply.

PelicanCorp

This content was uploaded by Moreton Bay Regional Council in response to your Before You Dig enquiry.

Uploaded

17 Jun 2026 11:41:18am

Attention: **Soft Reg**

Thank you for your Before You Dig (BYDA) enquiry.

Job Number: **53448552**

Sequence Number: **274666039**

Dig Site Location: **18/33 HENDERSON ROAD EVERTON HILLS 4053**

According to our records, your enquiry with the following details **does not impact our infrastructure**.

This enquiry is valid for 30 days from the enquiry date.

If you require further information or assistance with interpretation of plans, please contact City of Moreton Bay on 1300 477 161 or gis@moretonbay.qld.gov.au.

This enquiry response, including any associated documentation, has been assessed and compiled from the information detailed within the BYDA enquiry outlined above. Please ensure that the BYDA enquiry details and this response accurately reflect your proposed works.

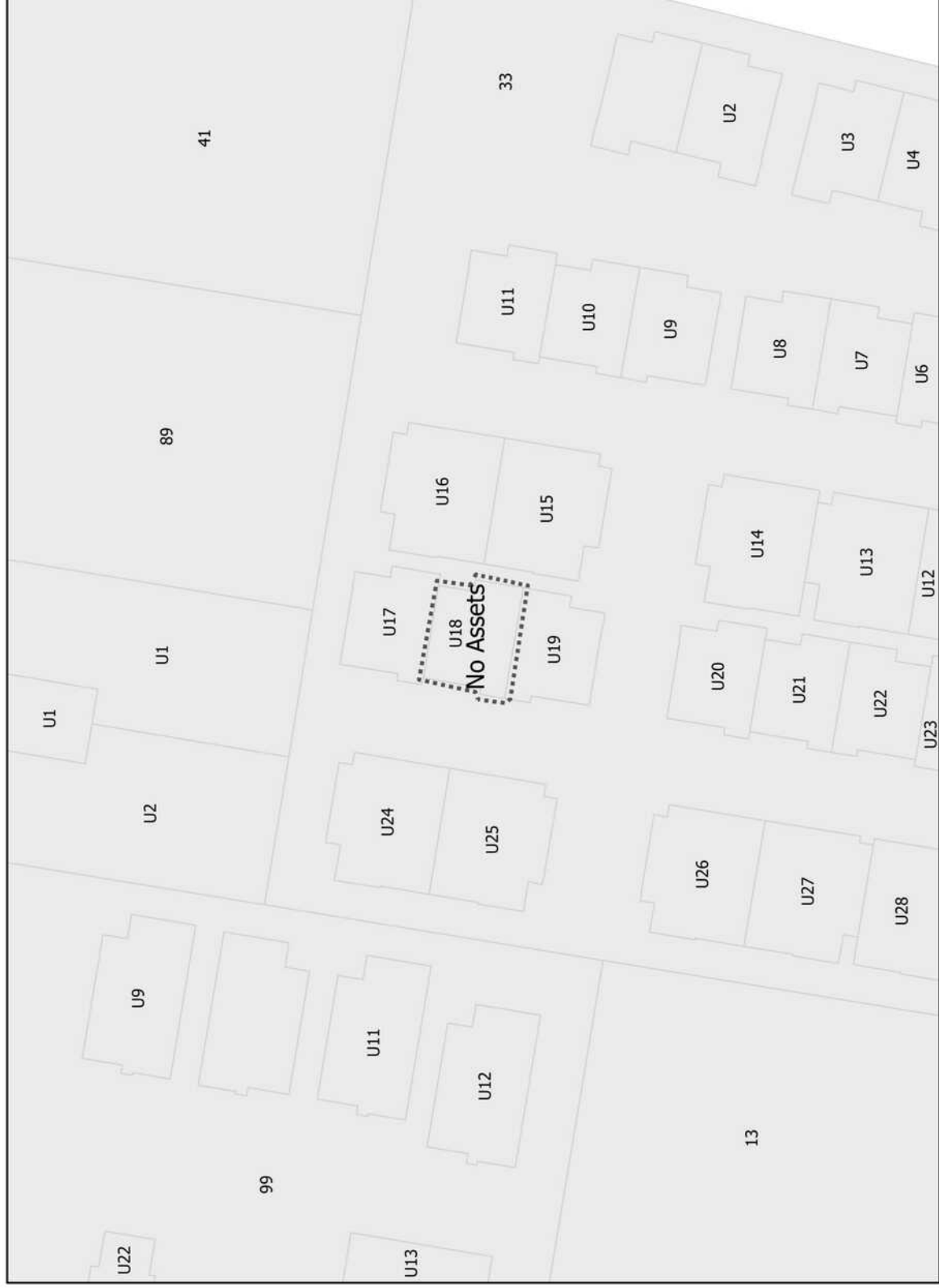
You may also view the response with an interactive web map below:





Job # 53448552
Seq # 274666039

Provided by City Of Moreton Bay



Legend
BYDA Enquiry

Disclaimer: The Plan is provided in response to a Before You Dig request. While all reasonable care has been taken to ensure the accuracy of the information on this plan, its purpose is to provide a general indication of the location of City Of Moreton Bay infrastructure. The information provided may contain errors or omissions and the accuracy may not suit all users. A site inspection and investigation is recommended before commencement of any project based on this data.

In an emergency contact City Of Moreton Bay on 1300 477 161
Index Sheet

Plans generated by SmarterWX™ Automate



This content was uploaded by APA Group Gas Networks (70710) in response to your Before You Dig enquiry.

Uploaded

17 Jun 2026 11:41:26am

PLEASE NOTE: This is an automated response. Please **DO NOT REPLY to this email**. If you require further information in relation to this Before You Dig response, please contact
BYDA_APA@apa.com.au

Enquiry Details:

Impact	not affected
Sequence Number	274666041
Enquirer Id	3576757
Activity	Conveyancing
Job Number	53448552
User Reference	ITJOB 197675696
Message	718682 36957 [Contact:]

Site Details:

Address	18/33 HENDERSON ROAD EVERTON HILLS QLD 4053
---------	---

Enquirer's Details:

Contact	Soft Reg
Company	PelicanCorp Pty Ltd
Email	Soft.Reg.3576757@mail.au.pac.pcgcs.com.au
Phone	+61413942837
Address	610 Victoria Street Richmond VIC 3121

APA Group

APA

Australia's energy
infrastructure partner



Before You Dig Australia

Classification: Networks

Enquiry date	17/06/2026
Sequence number	274666041
Work site address	18/33 HENDERSON ROAD EVERTON HILLS QLD 4053





Enquiry Date: 17/06/2026
Enquirer: Soft Reg
Sequence Number: 274666041
Work Site Address: 18/33 HENDERSON ROAD
EVERTON HILLS
QLD 4053

Thank you for your Before You Dig enquiry regarding the location of gas assets.

We confirm there are NO Gas Assets located in close vicinity of the above location.

Caution: Damage to gas assets may result in explosion, fire and personal injury.

Please ensure you read and comply with all the relevant information contained in this response to your BYDA enquiry.

Before You Dig Checklist



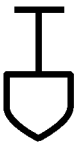
1. Plan

- Review maps provided with this BYDA response and confirm the location of your work site is correct.



2. Prepare

- Electronically locate gas assets and mark locations.
- Note: Look for visible evidence of gas assets at the worksite which may not be shown on plans.



3. Pothole

- Not applicable where no gas assets present.



4. Protect

- Not applicable where no gas assets present.



5. Proceed

- Only proceed with your work once you are confident no gas assets are located in vicinity to your work location.
 - APA BYDA response (including maps) are on site for reference at all times, and less than 30 days old.
-



Contacts

Contacts APA Group	
Enquiry	Contact Numbers
General enquiries or feedback regarding this information or gas assets.	APA – Before You Dig Officer Phone: 1800 085 628 Email: BYDA_APA@apa.com.au
Gas Emergencies	Phone: 1800 GAS LEAK (1800 427 532)

Site Watch

Site Watch is where an APA field officer attends your work site to monitor and ensure controls are in place to protect critical gas assets from damage during work.

The following rates* apply for this service (1 hour minimum charge):

Item	Rate (excl. gst)
Site Watch – Business Hours	\$143.42 per hour
Site Watch – After Hours	\$175.06 per hour
Cancellation Fee	\$286.84
<i>Fee applies where cancellations received after 12pm (midday), 1 business day prior to the booking</i>	

Contact APA – Before You Dig officer for state specific hours of business.

**The specified rates do not apply to Origin Energy LPG assets. All charges and invoicing related to these assets will be administered directly by Origin Energy. For further information contact Origin Energy.*

Site 18/33 HENDERSON ROAD
Address: EVERTON HILLS
 QLD 4053

Sequence 274666041
Number:



Scale 1: 6000

Map Sources: Esri, Garmin, HERE, FAO, NOAA, USGS,
 © OpenStreetMap contributors, and the GIS User Community



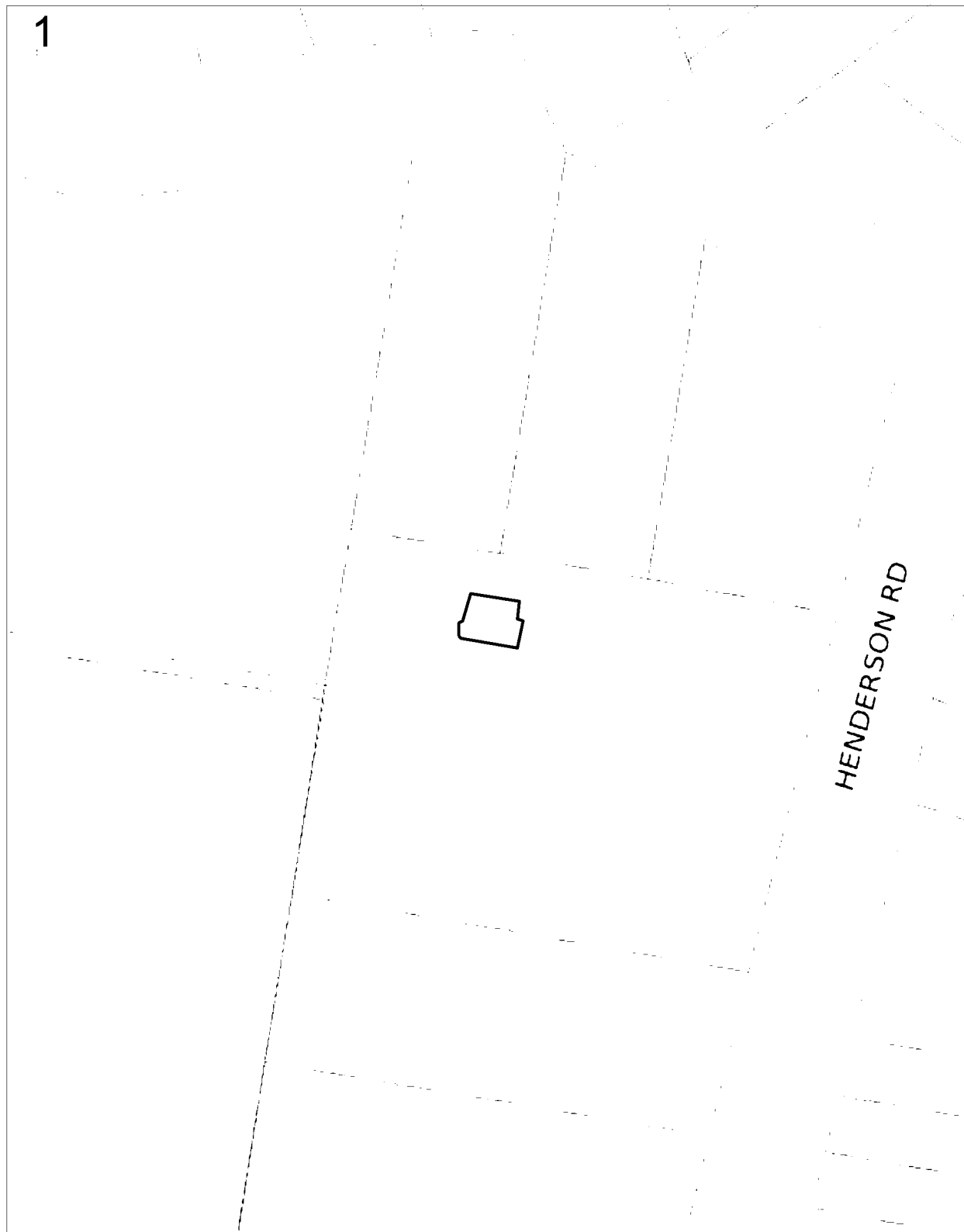
Enquiry Area

Map Key Area



Site 18/33 HENDERSON ROAD
Address: EVERTON HILLS
QLD 4053

Sequence 274666041
Number:



Scale 1: 700

Map Sources: Esri, Garmin, HERE, FAO, NOAA, USGS,
© OpenStreetMap contributors, and the GIS User Community



Enquiry Area



Map Key Area



Legend

PIPE LEGEND: GAS TYPE AND PRESSURE

	Low pressure	Medium pressure	High pressure	Transmission
Natural gas				
Natural gas – proposed				
LPG (yellow dash)	not applicable			not applicable
Hydrogen blended (aqua dash)	not applicable			not applicable

PIPE LEGEND: SPECIAL DESIGNATION

	Low pressure	Medium pressure	High pressure	Transmission
Critical main (yellow highlight)				
Casing (grey highlight)				not applicable

These designations typically apply to any pipe type and pressure

PIPE LEGEND: OTHER STATUS

Abandoned pipe	
Idle or inactive pipe	

ABBREVIATION

BoK	Back of kerb	FoK	Front of kerb
C	Depth of cover	NTI	Not tied in
CP	Cathodic protection		

OBJECT SYMBOLS

Valve		CP test station		Syphon	
Buried valve		CP anode		Marker	
Regulator station		CP bond wire		Part service^	
Gas connected property		CP rectifier terminal			

^A live gas service terminated underground within the property boundary, available for future extension to the gas meter.

PIPE CODE AND MATERIAL

P*	Polyethylene (PE)	CU	Copper
P3	Polyvinyl chloride (PVC)	N2	Nylon
S*	Steel	W2	Wrought galv iron
C*	Cast iron	W3	PE coat wrought galv iron

INTERPRETATION EXAMPLE

	High pressure, 40 mm polyethylene in an 80 mm cast iron casing
	Medium pressure, 63 mm steel

Pipe diameter in millimetres is shown before pipe code.
40P6 = 40 mm nominal diameter

This map was created in colour and should be printed in colour

Important information

- Refer to requirements relating to construction, excavation and other work activities in the **APA Guidelines for Works Near Existing Gas Assets** document with this BYDA response.
- BYDA enquiries are valid for 30 days. If your works commence after 30 days from the date of this response a new enquiry is required to validate location information.
- **For some BYDA enquiries, you may receive two (2) responses from APA. Please read both responses carefully as they relate to different assets.**
- Gas (inlet) services connecting Gas Assets in the street to the gas meter on the property are not marked on the map. South Australia Only – if a meter box is installed on the property, a sketch of the gas service location may be found inside the gas meter box. APA does not guarantee the accuracy or completeness of these sketches.

Free Gas Pipeline Awareness Training and Information

PROFESSIONALS

APA offers online and in-person toolbox forums to support safe work near underground gas assets. Topics include distribution and transmission pipelines, the permit process, and gas emergencies, with content suited for companies of all sizes. A Continuing Professional Development certificate is available upon completion.

Scan the QR code to register for an online toolbox, or email damageprevention@apa.com.au to request an in-person presentation.

HOMEOWNERS

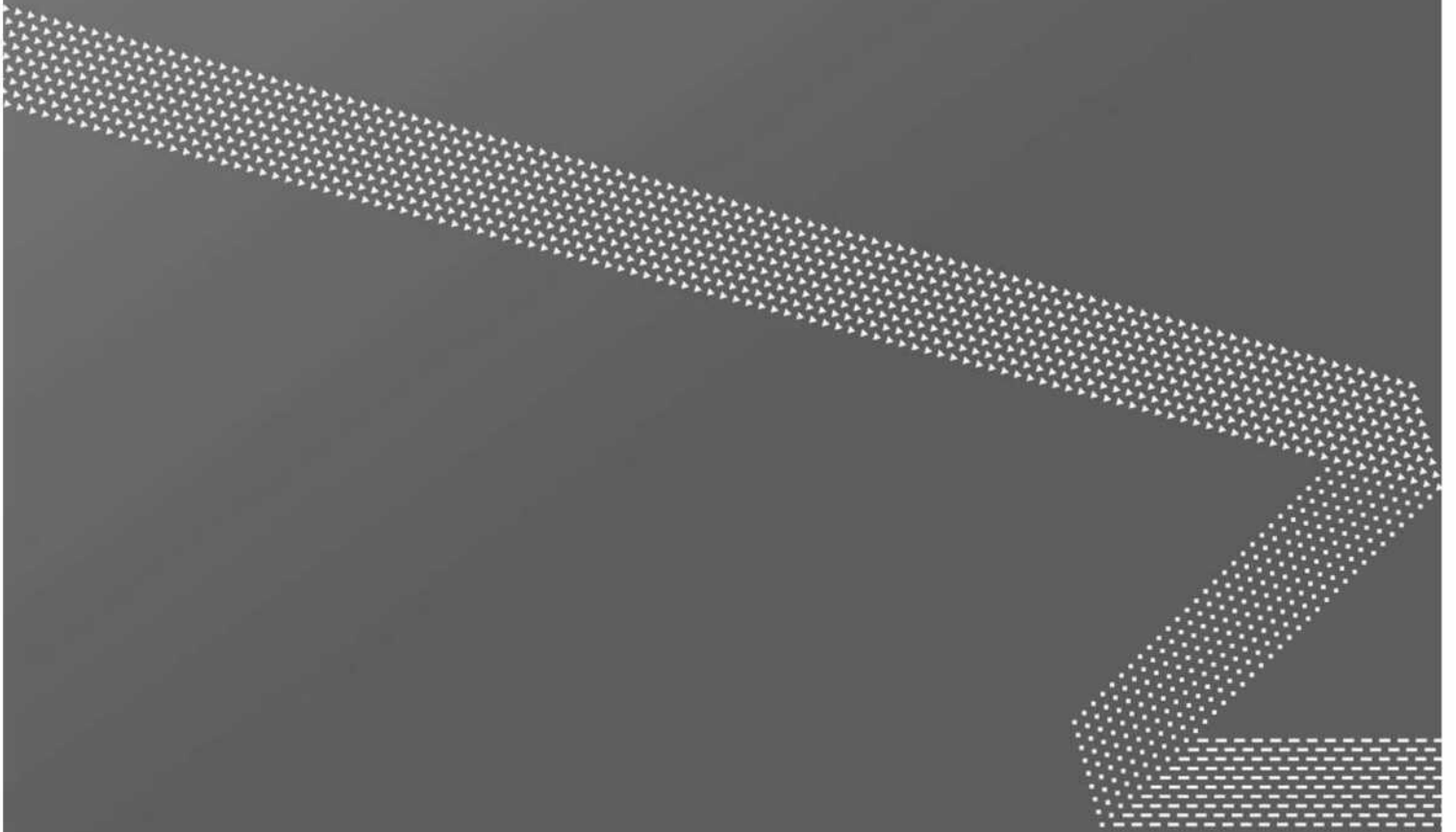
If you're working near your home's gas pipes stay safe and view APA's video guide **'Working Safely Near Gas Lines: A DIY Homeowner's Guide'** which offers simple tips to avoid damaging gas pipes.

Scan the QR code to view the video, or for more information email damageprevention@apa.com.au



Disclaimer and legal details

- This information is valid for 30 days from the date of this response.
- This information has been generated by an automated system based on the area highlighted in your BYDA request and has not been independently verified.
- Map location information is provided as AS5488-2022 Quality Level D, as such supplied location information is indicative only.
- Whilst APA has taken reasonable steps to ensure that the information supplied is accurate, the information is provided strictly on the condition that no assurance, representation, warranty or guarantee (express or implied) is given by APA in relation to the information (including without limitation quality, accuracy, reliability, completeness, currency, sustainability, or suitability for any particular purpose) except that the information has been disclosed in good faith.
- Any party who undertakes activities in the vicinity of APA operated assets has a legal duty of care that must be observed. This legal obligation requires all parties to adhere to a standard of reasonable care while performing any acts that could foreseeably harm these assets



Please DO NOT SEND A REPLY to this email as it has been automatically generated and replies are not monitored.

They are shown on the attached plan.

There is a possibility the planned Assets may have been installed prior to your enquiry.

718682|36957 [Contact:]

1. Immediately report life threatening emergencies to Emergency Services on **000** or to **ENERGEX on 13 19 62**.
2. Please read and understand all the information and disclaimers provided - including the Terms and Conditions on the attached pages.
3. We have only searched the area which has been nominated in the request. If this nominated area is not what You require, please resubmit another enquiry with BYDA.
4. Plans provided by ENERGEX are only an indication of the presence of underground assets within the nominated area. Locations provided are approximate and the plans are not suitable for scaling purposes, as exact ground cover and alignments cannot be provided. You must confirm the exact location of underground electrical equipment by use of an electronic cable locator followed by careful, non-mechanical excavation (i.e. potholing).
5. Plans provided by ENERGEX do not encompass ENERGEX's overhead Assets.
6. ENERGEX, its servants or agents shall not be liable for any loss or damage caused or occasioned by the use of plans and details supplied pursuant to the BYDA Request

and You agree to indemnify ENERGEX against any claim or demand for any such loss or damage to You, Your servants or Your agents.

7. You are responsible for any damage to Assets caused by works pursuant to or in any way connected with this BYDA Request.
8. In addition to Assets marked on attached plan, there could be underground earth conductors, underground substation earth conductors, Multiple Earthed Network (MEN) conductors, Single Wire Earth Return (SWER) Substation Earth Conductors, Air Break Switch (ABS) Earth Mats or Consumer Mains in the vicinity or private underground cables (inc. consumers' mains that may run from ENERGEX mains onto private property) in the vicinity of the nominated work area(s) that are not marked on the plans.
9. To locate underground assets, independent Certified Locators may be sourced using the 'Find a Locator' tool available within the BYDA enquiry response on the BYDA website.
10. The ENERGEX Before You Dig Australia (BYDA) information map(s) provide the vicinity of underground cable and will not be adequate for conveyancing purposes. A Request for Search (Property Search) can be arranged through ENERGEX.
11. The attached plans are only valid for a period of four weeks from receipt. If excavation does not commence within four weeks, a new plan must be obtained.
12. The ENERGEX BYDA map (named maps.pdf) may contain shaded area(s), indicating the location of planned work(s). Should You find planned works that You believe may affect Your planned work(s), please contact the ENERGEX BYDA team on the details listed below.
13. ENERGEX may contact You to discuss Your proposed excavation in the vicinity of feeders identified on the attached plan(s).
14. Do not access any Assets, for example conduits, cables, pits or cabinets.
15. Your work will need to comply with:
 - Working near overhead and underground electric lines - Electrical safety code of practice 2020
 - Managing Electrical Risk in Workplace Electrical Safety Code of Practice (2013)
 - Excavation Work Code of Practice (2021)

NOTE: Where Your proposed work location contains Energex 33kV or greater Underground cables please access the Energex before you dig Website for more information.

General enquiries (7:00am - 5:30pm Mon to Fri) **13 12 53**
Life threatening emergencies only triple zero (000) or **13 19 62**

To re-submit or change the nominated search area please visit **BYDA.com.au**

E: custserve@energex.com.au

E: byda@energyq.com.au ABN: 40 078 849 055



Disclaimer: While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Energex nor PelicanCorp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.

If you are unable to launch any of the files for viewing and printing, you may need to download and install free viewing and printing software such as Adobe Acrobat Reader (for PDF files).



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BYDA

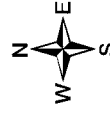
Sequence: 274666042
Date: 17/06/2026
Scale: 1:500
Title No: 1

**CAUTION - HIGH
VOLTAGE**

LEGEND

- | | |
|---|--------------------------|
|  | Substation |
|  | Cable Marker |
|  | Pit |
|  | Pole |
|  | Pillar |
|  | LV Cable (up to 1kV) |
|  | HV Cable (1kV - <33kV) |
|  | HV Cable (33kV and over) |
|  | Pit Boundary |
|  | Planned Work Area |

AS5488 Category "D" Plan



DISCLAIMER: While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Enbridge nor Pelican Corp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.

This output provides details of the ENERGEX electrical network. As variations may exist no responsibility is incurred by ENERGEX for the accuracy or completeness of the information provided. Exact positions of cables and electrical connectivity should be confirmed on site.

Plans generated 17 Jun 2026 by PellicanCorp TicketAccess Software | www.pellicanCorp.com



Responsibilities – (When Working in the Vicinity of Energex Assets)

Extreme care must be taken during non-mechanical or mechanical excavation as damage to Energex Assets can lead to injury or death of workers or members of the public. Assets include underground cables, conduits and other associated underground Asset used for controlling, generating, supplying, transforming or transmitting electricity.

In accordance with the Electrical Safety Act 2002, a Person Conducting a Business or Undertaking (PCBU) must ensure the person's business or undertaking is conducted in a way that is electrically safe. This includes:

- a) ensuring that all Assets used in the conduct of the person's business or undertaking are electrically safe;
- b) if the person's business or undertaking includes the performance of electrical work, ensuring the electrical safety of all persons and property likely to be affected by the electrical work; and
- c) if the person's business or undertaking includes the performance of work, whether or not electrical work, involving contact with, or being near to, exposed parts, ensuring persons performing the work are electrically safe.

In addition, a PCBU at a workplace must ensure, so far as is reasonably practicable, that no person, Asset or thing at the workplace comes within an unsafe distance of an underground electric line.

Workers and other persons must also take reasonable care for their own and other person's electrical safety. This includes complying, so far as is reasonably able, with any reasonable instructions given by Energex to ensure compliance with the Electrical Safety Act 2002

General enquiries (7:00am - 5:30pm Mon to Fri) [13 12 53](tel:131253)
Life threatening emergencies only triple zero (000) or [13 19 62](tel:131962)

E: custserve@energex.com.au

E: byda@energyq.com.au

ABN: 40 078 849 055

To re-submit or change the nominated search area please visit BYDA.com.au



The following matters must be considered when working near Energex Assets:

The PCBU must ensure, so far as is reasonably practicable, that no person, Asset or thing at the workplace comes within an unsafe distance of an underground electric line (see section 68 of the Electrical Safety Regulation 2013)

1. It is the responsibility of the architect, consulting engineer, developer and head contractor in the project planning stages to design for minimal impact and protection of Energex Assets.
2. It is the constructor's responsibility to:
 - a) Anticipate and request plans of Energex Assets for a location at a reasonable time before construction begins.
 - b) Visually locate Energex Assets by hand or vacuum excavation where construction activities may damage or interfere with Energex Assets.
 - c) notify Energex if the information provided is found to be not accurate or Assets are found on site that are not recorded on the Energex BYDA plans.
 - d) Read and understand all the information and disclaimers provided.

Note: A constructor may include but not limited to a PCBU, Designer, Project Manager, Installer, Contractor, Electrician, Builder, Engineer or a Civil Contractor

3. Comply with applicable work health and safety and electrical safety codes of practice including but not limited to:
 - a) Working near Assets – Electrical safety codes of practice 2020
 - b) Managing electrical risk in the workplace – Managing Electrical Risks in the workplace Code of Practice 2021
 - c) Excavation work – Code of practice 2021

IMPORTANT NOTES:

- As the alignment and boundaries of roadways with other properties (and roads within roadways) frequently change, the alignments and boundaries contained within Energex plans and maps will frequently differ from present alignments and boundaries "on the ground". Accordingly, in every case where it appears that alignments and boundaries have shifted, or new roadways have been added, the constructor should obtain confirmation of the actual position of Energex cables and pipelines under the roadways. In no case should the constructor rely on statements of third parties in relation to the position of Energex cables and pipelines. It is the applicant's responsibility to accurately locate all services as part of the design and/or prior to excavation.
- Energex does not provide information on private underground installations, including consumers' mains that may run from Energex mains onto private property. Assets located on private property are the responsibility of the owner for identification and location.
- Energex plans are circuit diagrams or pipe indication diagrams only and indicate the presence of Asset in the general vicinity of the geographical area shown. Exact ground cover and alignments cannot be given with any certainty; as such levels can change over time.
- All underground conduits are presumed to contain asbestos. Refer to the:
 - o Electrical safety codes of practice 2020
 - o Model Code of Practice: How to manage and control asbestos in the workplace | Safe Work Australia
 - o How to manage and control asbestos in the workplace code of practice 2021 (Workplace Health and Safety Queensland (WHSQ))
 - o How to safely remove asbestos code of practice 2021 (WHSQ)
- Plans provided by Energex are not guaranteed to show the presence of above ground Assets.
- In addition to underground cables marked on attached plan there could be underground substation, underground earth conductors, Multiple Earthed Neutral(MEN) conductors, Single Wire Earth Return(SWER), substation Earth Conductors, ABS Earth Mats or Consumer Mains in the vicinity or private underground cables (inc. consumers' mains that may run from Energex mains onto private property) in the vicinity of the nominated work area(s) that are not marked on the plans.
- Being aware of Your obligations including but not limited to [ss 304, 305] Excavation work— underground essential services information under the Work Health and Safety Regulation 2011 , Chapter 6 Construction work, Part 6.3 Duties of person conducting business or undertaking. This includes but is not limited to taking reasonable steps to obtain the current information & providing this information to persons engaged to carry out the excavation work. For further information please refer to: - <http://www.legislation.qld.gov.au/LEGISLTN/SLS/2011/11SL240.pdf>
- Energex plans are designed to be printed in colour and as an A3 Landscape orientation.

General enquiries (7:00am - 5:30pm Mon to Fri) [13 12 53](tel:131253)
Life threatening emergencies only triple zero (000) or [13 19 62](tel:131962)

To re-submit or change the nominated search area please visit BYDA.com.au

E: custserve@energex.com.au

E: byda@energyq.com.au ABN: 40 078 849 055



Conditions – (When Working in the Vicinity of Energex Assets)

Records:

The first step before any excavation commences is to obtain records of Energex Assets in the vicinity of the work. For new work, records should be obtained during the planning and design stage. The records provided by Energex must be made available to all construction groups on site. Where Asset information is transferred to plans for the proposed work, care must be exercised to ensure that important detail is not lost in the process.

Plans and or details provided by Energex are current for four weeks from the date of dispatch and should be disposed of by shredding or any other secure disposal method after use. A new BYDA enquiry must be made for proposed works/activities to be undertaken outside of the four-week period.

Energex retains copyright of all plans and details provided in connection with Your request.

Energex plans or other details are provided for the use of the applicant, its servants, or agents, and shall not be used for any unauthorised purpose.

On receipt of BYDA plans and before commencing excavation work or similar activities near Energex's Assets check to see that it relates to the area You have requested and carefully locate this Asset first to avoid damage. If You are unclear about any information contained in the plan, You must contact Energex on the General Enquiries number listed below for further advice.

Energex, its servants or agents shall not be liable for any loss or damage caused or occasioned by the use of plans and or details so supplied to the applicant, its servants and agents, and the applicant agrees to indemnify Energex against any claim or demand for any such loss or damage.

The contractor is responsible for all Asset damages when works commence prior to obtaining Energex plans, or failure to follow agreed instructions, or failure to demonstrate all reasonable measures were taken to prevent the damage once plans were received from Energex.

Energex reserves all rights to recover compensation for loss or damage caused by interference or damage, including consequential loss and damages to its Assets, or other property.

NOTE: Where Your proposed work location contains Energex 33kV or greater Underground cables please access the Energex BYDA website for more information.

Location of Assets:

Examining the records is not sufficient, as reference points may change from the time of installation. Records must also be physically proven when working in close proximity to them. The exact location of Assets likely to be affected shall be confirmed by use of an electronic cable and pipe locator followed by **careful hand or vacuum excavation to the level of cable protection cover strips or conduits**. When conducting locations, please be aware that **no** unauthorised access is permitted to Energex Assets– including Pits, Low Voltage Disconnection Boxes, Low Voltage Pillars or High Voltage Link Boxes.

Hand or vacuum excavation must be used in advance of excavators. In any case, where any doubt exists with respect to interpretation of cable records, You must contact Energex on the General Enquires number listed below for further advice.

If the constructor is unable to locate Energex underground Assets within 5 metres of nominal plan locations, they must contact the Energex General Enquires number listed below for further advice.

If unknown cables or conduits (i.e. not shown on issued BYDA plans) are located during excavation:

1. Call the **ELECTRICITY EMERGENCIES** number listed below
2. Treat Assets as if alive, post a person to keep all others clear of the excavation until Energex crew attend to make safe.
3. All work in the vicinity of damaged Asset must cease and the area must be vacated until a clearance to continue work has been obtained from an Energex officer.

General enquiries (7:00am - 5:30pm Mon to Fri) [13 12 53](tel:131253)
Life threatening emergencies only triple zero (000) or [13 19 62](tel:131962)

E: custserve@energex.com.au

E: byda@energyq.com.au ABN: 40 078 849 055

To re-submit or change the nominated search area please visit BYDA.com.au



Asset Installation Methods:

Energex Assets are installed with a variety of protection devices including:

1. Clay paving bricks or tiles marked "Electricity" or similar (also unmarked)
2. Concrete or PVC cover slabs
3. PVC, A/C or fibro conduit, fibre reinforced concrete, iron or steel pipe
4. Concrete encased PVC or steel pipe
5. Thin plastic marker tape
6. Large pipes housing multiple ducts
7. Multiple duct systems, including earthenware or concrete 2, 4, and 6-way ducts and shamrocks

Note: Some Assets are known to be buried without covers and may change depth or alignment along the route.

Excavating Near Assets:

For all work within 2.5 m of nominal location, the constructor is required to hand or vacuum excavate (pothole) and expose the Asset, hence proving its exact location before work can commence.

Cable protection cover strips shall not be disturbed. Excavation below these cover strips, or into the surrounding backfill material is not permitted.

Excavating Parallel to Assets:

If construction work is parallel to Energex cables, then hand or vacuum excavation (potholing) at least every 4m is required to establish the location of all cables, hence confirming nominal locations before work can commence. *Generally, there is no restriction to excavations parallel to Energex cables to a depth not exceeding that of the cable. Note: Cable depths & alignment may change suddenly.*

Separation from Assets:

Any service(s) must be located at the minimum separation as per the tables below:

Table 1. Minimum Separation Requirements for Underground Services Running Parallel with Energex Assets

(Minimum Separation required in mm)							
Voltage Level	Gas	Communication or TV	Water		Sanitary drainage		Storm Water
			≤DN 200	>DN200	≤DN 200	>DN 200	
LV	250	100	500	*1000	500	1000	500
HV		300					
*Contact Energex/council to obtain specific separation distances							

Table 2. Minimum Separation Requirements for Underground Services Crossing Energex Assets

(Minimum Separation required in mm)					
Voltage Level	Gas	Communication or TV	Water	Sanitary drainage	Storm Water
LV & HV	100	100	300	300	100

Where the above table does not list a separation requirement for a particular underground service then 300mm shall be used.

Excavating Across Assets:

The standard clearance between services shall be maintained as set down in Table 2 above. If the width or depth of the excavation is such that the Asset will be exposed or unsupported, then Energex shall be contacted to determine whether the Assets should be taken out of service, or whether they need to be protected or supported. In no case shall an Asset cover be removed without approval. An Asset cover may only be removed under the supervision of an Energex authorised representative. Protective cover strips when removed must be replaced under Energex supervision. Under no circumstances shall they be omitted to allow separation between Energex Assets and other services.

General enquiries (7:00am - 5:30pm Mon to Fri) [13 12 53](tel:131253)
 Life threatening emergencies only triple zero (000) or [13 19 62](tel:131962)

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To re-submit or change the nominated search area please visit BYDA.com.au



Heavy Machinery Operation Over Assets:

Where heavy "Crawler" or "Vibration" type machinery is operated over the top of Assets, a minimum cover of 450 mm to the cable protective cover mains must be maintained using load bearing protection whilst the machinery is in operation. For sensitive cables (i.e. 33 and 110kV fluid and gas filled cables), there may be additional constraints placed on vibration and settlement by Energex.

Directional Boring Near Assets:

When boring parallel to Assets, it is essential that trial holes are carefully hand or vacuum excavated at regular intervals to prove the actual location of the Asset before using boring machinery. Where it is required to bore across the line of Assets, the actual location of the Asset shall first be proven by hand or vacuum excavation. A trench shall be excavated 1m from the side of the Asset where the auger will approach to ensure a minimum clearance of 500mm above and below all LV, 11kV, 33kV & 110/132kV Asset shall be maintained.

Explosives:

Explosives must not be used within 10 metres of Assets, unless an engineering report is provided indicating that no damage will be sustained. Clearances should be obtained from Energex's Planning Engineer for use of explosives in the vicinity of Energex cables.

Damage Reporting:

All damage to Assets must be reported no matter how insignificant the damage appears to be. Even very minor damage to Asset protective coverings can lead to eventual failure of Assets through corrosion of metal sheaths and moisture ingress.

If any Damaged Asset is found:

1. Call the ELECTRICITY EMERGENCIES number listed below
2. Treat Assets as if alive, post a person to keep all others clear of the excavation until Energex crew attend to make safe.
3. All work in the vicinity of damaged Asset must cease and the area must be vacated until a clearance to continue work has been obtained from an Energex officer.

Solutions and Assistance:

If Asset location plans or visual location of Asset by hand or vacuum excavation reveals that the location of Energex Asset is situated wholly or partly where the developer or constructor plans to work, then Energex shall be contacted to assist with Your development of possible engineering solutions.

If Energex relocation or protection works are part of the agreed solution, then payment to Energex for the cost of this work shall be the responsibility of the, PCBU, principal developer or constructor. Energex will provide an estimated quotation for work on receipt of the PCBU's, developer's or constructor's order number before work proceeds.

It will be necessary for the developer or constructor to provide Energex with a written Safe Work Method Statement for all works in the vicinity of or involving Energex Assets. This Safe Work Method Statement should form part of the tendering documentation and work instruction. Refer Interactive Tool on Safe Work Australia site: Interactive SWMS guidance tool - Overview (safeworkaustralia.gov.au)

Vacuum Excavations (Hydro Vac)

When operating hydro vac equipment to excavate in vicinity of Assets fitted with:

- Nonconductive (neoprene rubber or equivalent) vacuum (suction) hose
- Oscillating nozzle on pressure wand with water pressure adjusted to not exceeding 2000 Pound force per Square Inch (PSI).

Maintain a minimum distance of 200mm between end of pressure wand and underground electrical Assets. DO NOT insert the pressure wand jet directly into subsoil.

Ensure pressure wand is not directly aimed at underground electrical Assets (cables/conduits).

Safety Notices (Underground Work)

It is recommended that You obtain a written Safety Advice from Energex when working close to Energex Assets. For Safety Advice please contact custserve@energex.com.au

Further information on Working Safely around Energex Assets: Working near powerlines | Energex

Thank You for Your interest in maintaining a safe and secure Electricity Distribution network. Energex welcomes Your feedback on this document via email to byda@energyq.com.au.

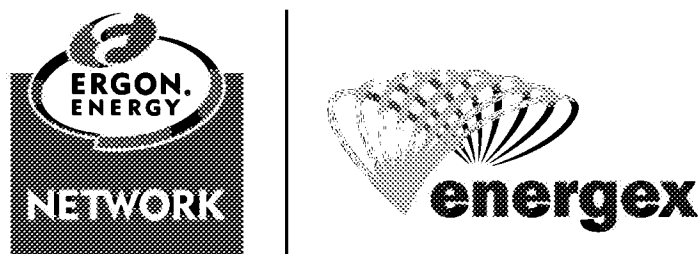
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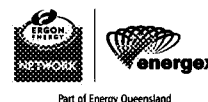




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Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

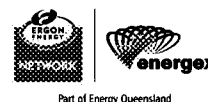
Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines



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Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines



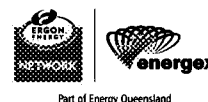
1. PURPOSE AND SCOPE

The purpose of this document is to set out the Electricity Entity requirements for anyone who may be contemplating working or operating plant near any Ergon Energy or Energex's overhead or underground electric lines.

2. DEFINITIONS, ABBREVIATIONS AND ACRONYMS

Term	Definition
Applicant	A person contacting or submitting an application to the Electricity Entity for Safety Advice.
Authorised Person	For work near an electrical line, means a person who has enough technical knowledge and experience to do work that involves being near to the electrical line; and has been approved by the person in control of the electrical line (Electricity Entity) to do work near to the electrical line.
Authorised Person (Electrical)	An Electrical Mechanic or Electrical Linesperson (holding current Queensland Licence) working on behalf of an electrical contractor, an Electrical Contractor, or a person who holds an electrical mechanic licence and is performing work for the person or a relative of the person at premises owned or occupied by the person or relative, and accredited with the Electricity Entity who is permitted to remove and replace LV service fuse(s) when isolation of customer LV service line is required to eliminate the exclusion zone around the LV service line, or to work on the customer's mains and / or switchboard.
Earthworks	Any digging, penetration or disturbance of ground including but not limited to post hole digging, excavating, trenching, directional boring, bore hole sinking, driving pickets/posts into ground, cut and fill, dam or levee bank construction, blasting.
Electricity Entity	Where Electricity Entity appears throughout this document, it relates to either Energex or Ergon Energy area of responsibility. Refer to respective contact details below. <u>Energex:</u> • General Enquiries - ph 13 12 53 • Loss of Supply - ph 13 62 62 • Emergencies - ph 13 19 62 <u>Ergon Energy:</u> • General Enquiries - ph 13 74 66 • Loss of Supply - ph 13 22 96 • Emergencies - ph 13 16 70
Exclusion Zone	A safety envelope around an electric line as specified by the Electrical Safety Regulation 2013.
RPA (Drone)	Australia's safety laws for remotely piloted aircraft (RPA) / drones are defined under the Civil Aviation Safety Authority. Under this definition the use of RPA's are not classified as Operating plant (section 5.2) as prescribed in this document.

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines



Term	Definition
Instructed Person	For an electrical line, means a person who is acting under the supervision of an Authorised Person for the electrical line.
Safety Advice	A written notice identifying the known electrical hazards at a specific site and advising the control measures required to be implemented by Responsible Person (person responsible for worksite) to reduce the likelihood of harm to person, plant or vehicle at site.
Safety Observer	A safety observer or “spotter”, for the operation of operating plant, means a person who: (a) observes the operating plant; and (b) advises the operator of the operating plant if it is likely that the operating plant will come within an exclusion zone for the operating plant for an overhead electric line. This is a person who has undergone specific training and is competent to perform the role in observing, warning and communicating effectively with the operator of the operating plant.
Untrained Person	For an electrical line, means a person who is not an Authorised Person or an Instructed Person for the electrical line.

3. REFERENCES

Electrical Safety Regulation 2013: Part 5 - Overhead and Underground Electric Lines

Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines

Work Health and Safety Act 2011

Work Health and Safety Regulation 2011

Energex: Safety Advice Request Form

Ergon Energy: Safety Advice Request Form

Copies of the relevant Acts, Regulation and Codes of Practice and any other relevant legislation can be found on the Queensland Government web site - <https://www.worksafe.qld.gov.au/>.

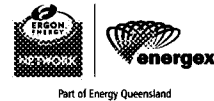
Disclaimer

This document refers to various standards, guidelines, calculations, legal requirements, technical details and other information and is not an exhaustive list of all safety matters that need to be considered.

Over time, changes in industry standards and legislative requirements, as well as technological advances and other factors relevant to the information contained in this document, may affect the accuracy of the information contained in this document. Whilst care is taken in the preparation of this material, Energex and Ergon Energy do not guarantee the accuracy and completeness of the information. Accordingly, caution should be exercised in relation to the use of the information in this document.

To the extent permitted by law, Energex and Ergon Energy will not be responsible for any loss, damage or costs incurred as a result of any errors, omissions or misrepresentations in relation to the material in this document or for any possible actions ensuing from information contained in the document.

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines



4. ABOUT THIS GUIDE

This guide to working near the Electricity Entity network is designed to assist any person working, contemplating work or operating plant near any Electricity Entity overhead or underground electric lines to meet their duties under the Work Health and Safety Act 2011, Electrical Safety Act 2002, Electrical Safety Regulation 2013 and relevant Codes of Practice including Electrical Safety Code of Practice 2020 Working Near Overhead and Underground Electric Lines and help to identify the steps needed to ensure risks are minimised for all who work or are likely to be affected by the work in these situations.

“The Electrical Code of Practice 2020 Working Near Overhead and Under Ground Electric Lines” provides practical advice on ways to manage electrical risk when working near electric lines including the exclusion zones that apply. An electronic copy of this Code of Practice as well as, Electrical Safety Act and Regulation is available at the Queensland Government Electrical Safety Office web site at <https://www.worksafe.qld.gov.au/electricalsafety>. You should obtain a copy and read this material, to enable you to fully understand your obligations, and prospective means of complying with them.

4.1. Who does the Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines and Electricity Entity Requirements apply to?

A person, worker or Person Conducting a Business or Undertaking (PCBU) at a workplace is required to comply with the Electricity Entity Requirements and the requirements of Electrical Safety Regulation 2013 Part 5 Overhead and Underground Electric Lines and Electrical Safety Code of Practice 2020 Working Near Overhead and Underground Electric Lines to ensure that no person, plant or thing comes within an unsafe distance (exclusion zone) of an overhead electric line. Compliance with these regulatory requirements is essential to reduce the risk of electric shock and contact with Electricity Entity electric lines and other assets which can have deadly consequences.

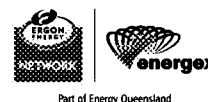
Examples of work activities where risk of person, plant or equipment coming near or into contact with overhead electric lines include but are not limited to:

- Pruning or felling trees or vegetation near overhead electric lines, including the service wire into a building.
- Carrying out building work, scaffolding or demolition adjacent to overhead electric lines.
- Painting fascia, replacing roofing, guttering or external cladding near service line point of entry to a building.
- Operating cranes, tip trucks, cane harvesters, elevated work platforms, fork lifts, grain augers, excavators, irrigators, etc near OH electric lines.
- Erecting or maintaining advertising signs or billboards near overhead electric lines.
- Dam or levee bank construction.

Examples of work activities that could involve risk of damage to underground cables or earthing systems include but are not limited to:

- Digging holes, excavating, sawing, trenching, under boring, sinking bore holes, earthworks or laying cables, pipes, etc or driving implements into the ground (e.g. star pickets, fence posts) near where underground cables or earthing systems may be located.

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines



4.2. Are you working or planning to work near overhead or underground electric lines?

Electrical Safety Regulation Section 68 requires that before carrying out any work at a workplace where there is a risk of any person, plant or thing encroaching the exclusion zone of overhead electric lines, the person, worker or PCBU is required to ensure that the potential hazards are identified, a risk assessment conducted and the necessary control measures implemented to minimise electrical safety risks to ensure the safety of all workers and other persons at the workplace. The Electrical Safety Regulation 2013 and Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines detail the Exclusion Zones that must be maintained.

4.2.1 Work near overhead electric lines

Where a risk assessment has been conducted and control measures implemented in accordance with requirement of Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines and Electricity Entity Requirements (this document) and it has identified that exclusion zones from overhead electric lines cannot be maintained, the person, worker or PCBU is then required to contact Electricity Entity and request written Safety Advice (refer Section 4.3 below).

The person, worker or PCBU shall be required to maintain exclusion zones until such times as the Electricity Entity has provided written Safety Advice.

A person, worker or PCBU would not be required to contact the Electricity Entity and request a written Safety Advice where their risk assessment and implemented control measures ensure that exclusion zones from overhead electric lines will be maintained throughout performance of work to be undertaken at a particular site.

4.2.2 Exclusion Zones

An exclusion zone is a safety envelope around an overhead electric line. No part of a worker, operating plant or vehicle should enter an exclusion zone while the overhead electric line is energised (live).

Exclusion zones keep people, operating plant and vehicles a safe distance from energised overhead lines.

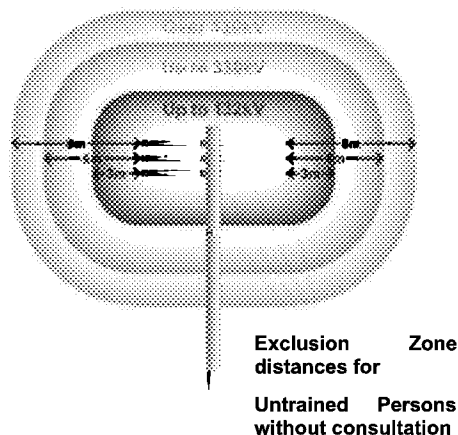
You must keep yourself and anything associated with the work activity out of the exclusion zone (e.g. a safe distance) unless it is not reasonably practicable to do so; and the person conducting a business or undertaking complies with the requirements of Section 68(2) of the Electrical Safety Regulation in relation to:

- conducting a risk assessment.
- implementing control measures
- adhering to any requirements of an Electricity Entity responsible for the line

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines



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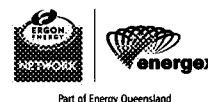


Exclusion Zone - Untrained Person (distances in mm)

Nominal phase to phase voltage of electric line	Untrained Person		
	Person	Operating Plant	Operating Vehicles
Insulated LV: Consultation with and verified by the Entity	No exclusion zone prescribed	1000	300
LV with NO consultation with Electricity Entity	3000	3000	600
LV With consultation with Electricity Entity	1000		
>LV up to 33 kV with NO consultation with Electricity Entity	3000		900
LV up to 33 kV with consultation with Electricity Entity	2000		
>33 kV up to 132 kV	3000	6000	2100
>132 kV up to 220 kV	4500		2900
>220 kV up to 275 kV	5000		
>275 kV up to 330 kV	6000		3400

(information extracted from Electrical Safety Regulation 2013 Schedule 2)

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines



Exclusion Zone - Instructed Person and Authorised Person (distances in mm)

Nominal phase to phase Voltage of electric line	Instructed Person (IP) & Authorised Person (AP)		
	AP and IP	Operating Plant with Safety Observer or another Safe System of work	Operating of Vehicles
Insulated LV: Consultation with and verified by the Entity	No exclusion zone prescribed	No exclusion zone prescribed	No exclusion zone prescribed
LV	No exclusion zone prescribed	1000	600
>LV up to 33 kV	700	1200	700
>33 kV up to 50 kV	750	1300	750
>50 kV up to 66 kV	1000	1400	1000
>66 kV up to 110 kV		1800	
>110 up to 132	1200		1200
>132 kV up to 220 kV	1800	2400	1800
>220 kV up to 275 kV	2300	3000	2300
>275kV up to 330kV	3000	3700	3000

(information extracted from Electrical Safety Regulation 2013 Schedule 2)

4.2.3 Work near underground electrical lines (underground electrical assets)

Before carrying out any earthworks at a location, the person, worker or PCBU is required to ensure that the potential hazards are identified, a risk assessment conducted, and the necessary control measures implemented to minimise the risk of damaging identified or unidentified underground electrical assets and to ensure the safety of all workers and other persons at the workplace. The Electrical Safety Regulation 2013 and Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines and Electricity Entity Requirements detail the requirement for work near underground electric lines.

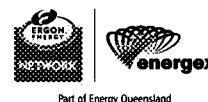
4.3. Obtaining Safety Advice

To obtain written Safety Advice where identified as being required in Section 4.2.1 above, complete the Safety Advice Request Form which is accessible via the Electricity Entity website:

Energex: [Safety Advice Request Form](#)

Ergon Energy: [Safety Advice Request Form](#)

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines



On receipt, the Electricity Entity will contact the Applicant to advise date and time to meet at site to provide written Safety Advice. It is advisable to bring to the meeting your copy of the Electrical Safety Code of Practice 2020 Working Near Overhead and Underground Electric Lines (and Before You Dig Australia Plan for location of underground assets where required), as reference to this will be necessary during the meeting. Control measures provided by the Electricity Entity may incur a fee.

Failure to adhere to the Electrical Safety Regulation Section 68 requirements and mandatory control measures as documented on written Safety Advice as issued will result in written non-compliance advice being sent to the Electrical Safety Office.

Where this work is required to occur on a regular basis at a workplace, the PCBU may consider arranging to have one or more employees trained and subsequently accredited with the Electricity Entity as Authorised Persons.

4.4. Authorised Person and how to become one?

Under the Electrical Safety Regulation 2013, the exclusion zones for working near or operating plant or vehicles near exposed, low voltage or high voltage electric lines vary depending on whether a person is classed as an "Untrained Person", "Authorised Person" or "Instructed Person". An Authorised Person is permitted to carry out work closer to the electric lines than an Untrained Person (refer Electrical Safety Code of Practice 2020 Working Near Overhead and Underground Electric Lines Appendix B Exclusion Zones for Overhead Electric Lines).

To become an Authorised Person, the employer / self-employed person must first satisfy the "person in control" of the electric line, in this case the Electricity Entity, that their Applicants possess the required competencies. They must then apply in writing to Electricity Entity for approval.

Removal or replacement of LV service fuse to permit work on consumers' mains, installation switchboard, consumer's terminals or eliminate an exclusion that would exist requires the Electrical Mechanic to hold a current Queensland Electrical Mechanic Licence and perform the work in accordance with their documented safe system of work.

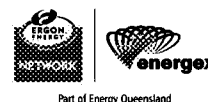
An 'Authorised Person' Electrical **must not**:

- a. confirm the insulation properties of Ergon Energy Network or Energex electric lines;
- b. work on or have direct contact with the works of an electricity entity (the works of Ergon Energy Network or Energex) including the entities' electrical lines, electrical installations, electrical equipment or other entity infrastructure unless specifically approved;
- c. replace a blown low voltage (**LV**) fuse after loss of supply to a customer's connection;
- d. reinstate an LV service fuse that has been removed by Ergon Energy Network or Energex;
- e. alter, remove or relocate an Ergon Energy Network or Energex overhead LV service line or LV pillar connection;
- f. perform LV isolation within locked Ergon Energy Network or Energex assets;
- g. perform unauthorised work within locked Ergon Energy Network or Energex assets; or
- h. climb Ergon Energy Network or Energex electricity poles or other infrastructure.

An Authorised Person' Electrical **is approved** to undertake the following activities:

- i. work on or near the point of attachment of Ergon Energy's or Energex's termination;
- j. remove and replace LV service fuses when required to isolate a service line to eliminate the exclusion zone around the LV service line, or to work on the Customer's consumer mains or switchboard;
- k. isolate a Customer's LV service line at an underground pillar or service pole by removing a fuse wedge(s) from a service line, in accordance with electricity industry practices; or

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines



- I. Safety Observing under schedule 2 of the *Electrical Safety Regulation 2013 (Qld)* for the operation of operating plant, after receiving appropriate training to perform the role.

An 'Authorised Person' Non-Electrical **must not**:

- a. confirm the insulation properties of Ergon Energy Network or Energex electric lines;
- b. work on or have direct contact with the works of an electricity entity (the works of Ergon Energy Network or Energex) including the entities' electrical lines, electrical installations, electrical equipment or other entity infrastructure unless specifically approved; or
- c. climb Ergon Energy Network or Energex electricity poles or other infrastructure.

An 'Authorised Person Non-Electrical' **is approved** to undertake the following activities:

- d. Safety Observing under schedule 2 of the *Electrical Safety Regulation 2013 (Qld)* for the operation of operating plant, after receiving appropriate training to perform the role.

Websites

Energex: [Authorised person](#) | [Energex](#)

Ergon Energy: [Authorised person](#) | [Ergon Energy](#)

4.5. Contacting Electricity Entity for Safety Advice or Authorised Person Enquiries

By phone: Call Electricity Entity on General Enquiries phone number:

Energex:

- General Enquiries - ph 13 12 53

Ergon Energy:

- General Enquiries - ph 13 74 66

By email

Authorised Persons: AuthorisedPerson@energyq.com.au

Safety Advice: SafetyAdvice@energyq.com.au

Websites

Energex: [Safety advice](#) | [Energex](#)

Ergon Energy: [Safety advice](#) | [Ergon Energy](#)

5. OVERHEAD ELECTRIC LINES

The following table sets out preparatory work options that may be required to be performed by the Electricity Entity (or electrical contractor where identified as being permitted who is an Authorised Person - Electrical) to assist a person, worker or PCBU in minimising the electrical safety risks of, encroaching within the exclusion zone or, contact with electric lines.

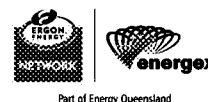
Category of work		Description	Costing arrangement
Safety Advice	Base information	Provide Safety Advice (Can only be performed by the Entity)	Nil cost to customer.

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines



Category of work		Description	Costing arrangement
LV Service isolation	1. Isolation carried out by customer's electrical contractor	Isolation of overhead or underground service by removal of the service fuse(s). (Preferred option to isolate supply and eliminate the exclusion zone).	No involvement by the Electricity Entity. May be a cost charged by the customer's electrical contractor.
	2. Isolation carried out by Electricity Entity	Customer requested isolation of overhead or underground service by removal of the service fuse(s) or Customer requested physical disconnection and reconnection of overhead or underground service.	Cost to customer.
Insulation integrity verification	3. Verification of insulation integrity to reduce exclusion zone to no exclusion zone prescribed e.g. no contact permitted	Verification of insulation integrity to classify as insulated service - Insulation integrity can only be verified at the time of inspection - visual inspection is required before confirmation in all cases. When service insulation integrity verified - no exclusion zone prescribed e.g. no contact permitted. (Can only be performed by the Entity)	Cost to customer.
Service replacement	4. Open wire service, service fuse(s) at house/building	Replacement of service with new XLPE service cable and service fuse(s) installed at origin (pole end) of service to allow isolation of service. Insulation integrity can be verified for new XLPE services at the time of installation - visual inspection is required before confirmation.	Nil cost to customer for service replacement. Customer responsible for necessary installation, Mains Connection Box and service support bracket upgrade and associated costs if required.

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines



Category of work		Description	Costing arrangement
		Service installations where: a. the consumer's mains cannot be insulated and an exclusion zone must be maintained, and b. the service cannot be isolated at the service fuse. Service to be isolated by breaking the service cable connection to the LV mains at the pole. Service fuse(s) to be installed at origin (pole end) of service prior to reconnection.	Nil cost to customer for first disconnection and reconnection. Cost to customer for subsequent requests.
	5. All other service replacements	Customer requested replacement of existing service with new XLPE service cable to classify as insulated service, in lieu of isolation, to allow work close (no exclusion zone prescribed e.g. no contact permitted). Service fuse(s) to be installed at origin (pole end) of service.	Cost to customer for service replacement. Customer responsible for necessary installation, Mains Connection Box and service support bracket upgrade and associated costs if required.
Tiger Tails	Installation of Tiger Tails (for visual indication only - not for providing electrical insulation of LV mains)	Customer requested coverage of LV mains for visual indication only (not permitted on HV mains). The Entity may also fit tiger tails to LV service line for visual indication only.	Cost to customer.
Aerial Markers	Installation of aerial marker flags or rota markers (for visual indication only)	Customer requested temporary or permanent installation of appropriate aerial marker devices on LV or HV mains.	Cost to customer.
Switching	Customer requested switching	Customer requested switching to allow customer/contractor to work close (no exclusion zone prescribed e.g. no contact permitted).	Cost to customer.

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

5.1. Isolation of supply to customer installation to eliminate exclusion zone around LV service line

An Electrical Mechanic (holding current Queensland Licence) working on behalf of an electrical contractor and accredited with the Electricity Entity as an Authorised Person (Electrical) is permitted to remove and replace LV service fuse(s) when isolation of customer LV service line is required to eliminate the exclusion zone around the LV service line, or to work on the customer's mains and/or switchboard. Isolation of the customer's LV service line by an Authorised Person (Electrical) is only permitted at an underground service pillar or service pole by removing a fuse wedge(s) from a service line, in accordance with Electricity Industry practices e.g. from ground level using appropriate insulated tools, PPE and insulating mats. In those situations where the service fuse/circuit breaker is not located at supply end of the LV service, contact the Electricity Entity to arrange for Safety Advice where elimination of exclusion zone around LV service line is required.

Any controls used by the Authorised Person (Electrical) to identify and confirm isolation and ensure supply to the customer's installation is not inadvertently re-energised shall comply with Electrical Safety Regulation 2013 Section 14 and 15 requirements.

NOTE The Authorised Person (Electrical) will not be permitted to replace a blown LV service fuse(s) after loss of supply to a customer's installation or to alter the Electricity Entity overhead LV services. The low voltage pole top service fuse shall only be removed by use of an approved, in test, insulated telescopic pole device while standing at ground level and wearing class 00 insulating gloves. At no time is it permissible for an Authorised Person (Electrical) to climb or work aloft on the Electricity Entity's poles or assets unless approved by the Electricity Entity.

5.2. Operating Plant

It can be extremely difficult for operating plant operators to see overhead lines and to judge distances from them. Contact with overhead lines can pose a risk of grounding live conductors and electrocution.

In many cases the likelihood of damage or injury can be reduced by setting up and operating the machinery well clear of overhead electric lines.

In situations where operating plant is operated by an Authorised Person or Instructed Person without a Safety Observer or another safe system, the exclusion zone requirements (refer Section 1) for an Untrained Person applies (refer Electrical Safety Regulation 2013 Schedule 2 or Electrical Safety Code of Practice 2020 Working Near Overhead and Underground Electric Lines).

For an Authorised or Instructed Person and their Operating Plant to approach overhead electric lines closer than the exclusion zone distances for an Untrained Person, a Safety Observer or another safe system shall be used. Refer to the Electrical Safety Regulation 2013 and the Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines for exclusion zone distances for Authorised and Instructed Persons operating plant with a Safety Observer or another safe system.



Where a Safety Observer is used, the Safety Observer shall:

- Be trained to perform the role.
- Not be required to carry out any other duties at the time, and
- Not be required to observe more than one item of plant operating at a time, and
- Attend all times when the item of plant is operating.

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines



Other control measures for operating plant may include, but are not restricted to:

- Constructing physical barriers or height warning indicators either side of the overhead electric line that are lower than the maximum travel height permissible without encroaching within the exclusion zone of the overhead electric line.
- Applying appropriate signage at least 8 to 10 m either side of overhead electric lines.
- Arrange for visual indicators such as Rota Markers, Tiger Tails or aerial markers to fitted to the overhead electric lines - only erected by the Electricity Entity (tiger tails are only permitted on LV mains).
- Ground barriers, where appropriate.
- Informing workers of required work practices.
- Ensuring operators are aware of the height and reach of their machinery in both stowed and working positions.
- Lowering all machinery to the transport position when relocating.
- Providing workers with maps or diagrams showing the location of underground and overhead electric lines, and
- Where possible, directing work away from overhead electric lines not towards them.

5.3. Scaffolding Requirements

The following information provided is for guidance only and shall be read in conjunction with the Electrical Safety Regulation 2013, Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines and AS/NZS 4576:1995: Guidelines for Scaffolding.

Requirements shall be complied with where scaffolding is required to be erected within 4 m of nearby overhead electric lines:

- The scaffolding shall not be erected before contacting and obtaining Safety Advice from the Electricity Entity.
- Erection of scaffolding to comply with requirements of AS/NZS 4576:1995: Guidelines for Scaffolding.

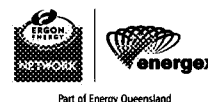
The scaffolding can be either:

- nonconductive material scaffolding; or
- metallic scaffolding with solid nonconductive barriers (with no gaps, holes or cuts) securely fixed to the outside and/or top of the scaffolding to prevent encroachment within exclusion zones or contact with the energised mains.

Where scaffolding is erected within 3 m of nearby overhead electric lines:

- It shall be fitted with fully enclosed non-conductive solid barriers to prevent encroachment within exclusion zones or contact with the energised mains fully enclosed.
- The person required to erect and/or disassemble scaffolding as well as the required solid barrier affixed to the scaffolding should be an Authorised Person (approved in writing by the Electricity Entity - refer requirements of Section 1.4 of this Reference).
- A Safety Observer shall be used during performance of this work where there is a risk of encroachment within 3 m of nearby energised overhead electric lines for voltages up to 33 kV. Additional requirements may apply for voltage levels above 33 kV, contact the Electricity Entity for consultation.

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines



- Alternatively, consideration should be given to the de-energisation of the nearby electric lines where possible for the duration of this work. Additional requirements may apply for voltage levels above 33 kV, contact the Electricity Entity for consultation.
- Comply with the horizontal and vertical statutory clearances from overhead electric lines as set out in Electrical Safety Regulation 2013 Schedule 4.
- Persons are not permitted to go outside of or climb on top of the solid barrier fixed on the outside and/or top of the scaffolding.

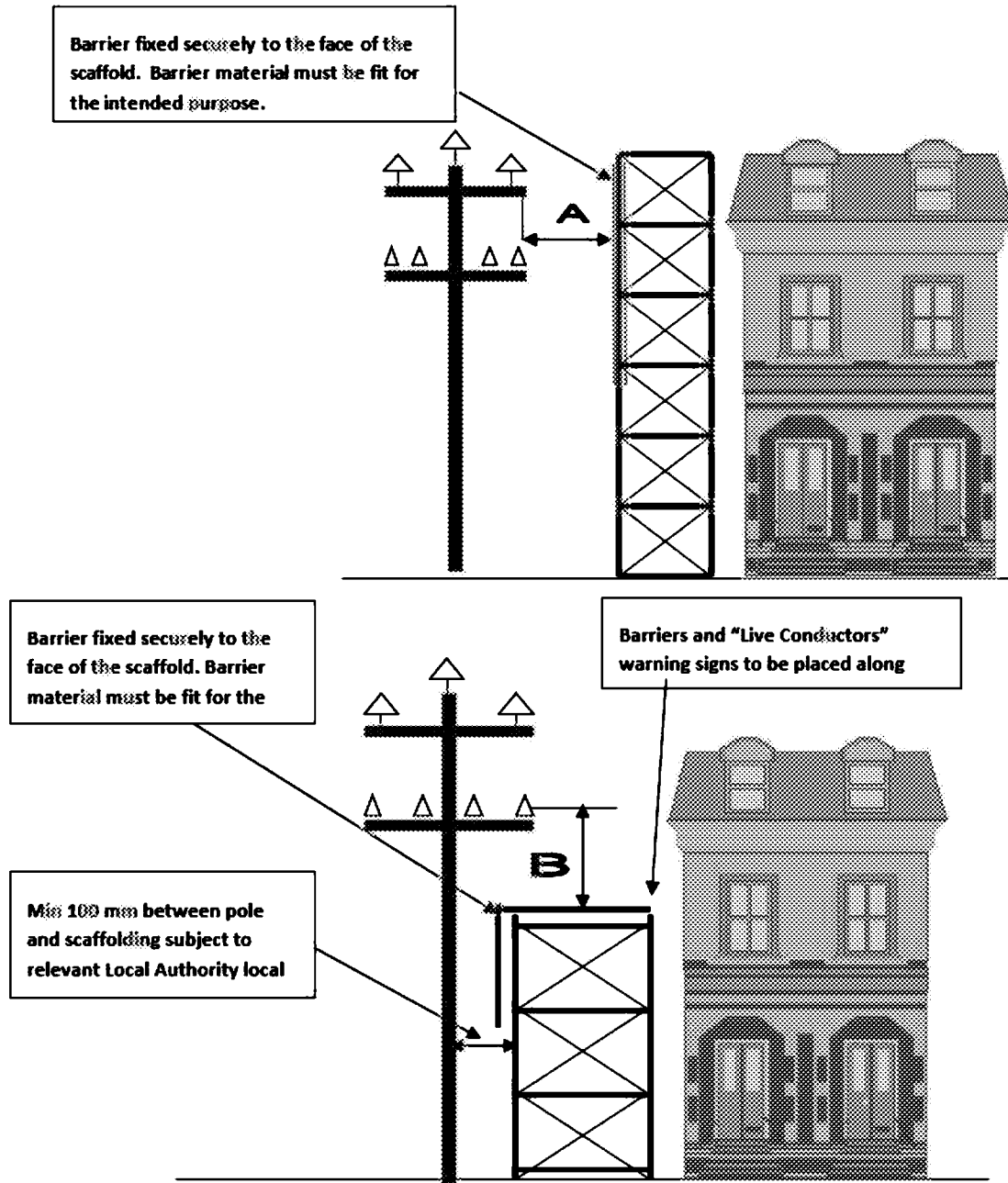
Where an insulated low voltage service line passes through the scaffolding, it should either be de-energised for duration of work or be fully enclosed by non-conductive material (e.g. form ply).

Minimum statutory clearances from nearby overhead electric lines for scaffolding erected with barriers affixed.

Voltage Level	Horizontal Distance "A" (in metres)	Vertical Distance "B" (in metres)
Low voltage conductors (uninsulated)	1.5m	2.7m
Low voltage conductors (insulated) - these distances can only be applied after the integrity of the insulation has been verified by the Electricity Entity	0.3m	0.6m
Above LV and up to 33 kV (uninsulated)	1.5m	3.0m
Above LV and up to 33 kV (insulated)	Contact Electricity Entity for consultation.	
Above 33 kV (uninsulated)	Additional requirements may apply for voltage levels above 33 kV, contact the Electricity Entity for consultation.	

NOTE Dimensions "A" and "B" is between the scaffolding and the closest conductor of the overhead electric line. Dimension B is also taken from the lowest part of the mid span sag adjacent to the scaffolding.

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines



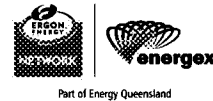
5.4. High Load transport under Overhead Electric Lines

Any person or company transporting a High Load (load in excess of 4.6 m high) under overhead electric lines must comply with Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines and is required to submit a Notification to Transport High Load form to the relevant Electricity Entity of the intended route and details of the high load involved. Before any person or company can transport a high load (load in excess of 4.6 m high), authorisation to travel must be received in writing from the Electricity Entity. Refer details below to contact the Electricity Entity for high load enquiries or to submit Notification to Transport High Load form:

Email: highloads@energyq.com.au

Phone: (07) 4932 7566 (7:30am to 3:00pm, Monday to Friday)

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines



Energex: [Vehicles with high loads | Energex](#)

Ergon Energy: [Vehicles with high loads | Ergon Energy](#)

The Road Transport Operator has the overarching responsibility of transporting the load and is required to comply with the directions of the police, pilot, High Load Escort, and Energex / Ergon Energy Network.

When arranging the transporting of the high load, the Road Transport Operator shall determine the lowest practicable height that the load can be reduced to.

The Road Transport Operator is to have a Safe System of Work in place that supports the safe transportation of the High Load so as not to breach any exclusion zone to Entity powerlines or assets along the travel route.

5.5. Additional Details and Fact Sheets on Electricity Entity Requirements

Additional details and Fact Sheets on Electricity Entity requirements for working near overhead electric lines are located on the following internet sites

Energex: [Working near powerlines | Energex](#)

Ergon Energy: [Working near powerlines | Ergon Energy](#)

6. UNDERGROUND ELECTRICAL ASSETS

6.1. Responsibilities When Working in the Vicinity of Electricity Entity Underground Electrical Assets

Everyone has a legal "Duty of Care" that must be observed when working in the vicinity of underground electrical assets which includes underground cables, conduits and other associated underground equipment. When discharging this "Duty of Care" in relation to Electricity Entity underground electrical assets, the following points must be considered:

1. It is the responsibility of the architect, consulting Engineer, developer, and principal contractor in the project planning stages to design for minimal impact and protection of Electricity Entity underground electrical assets. The Electricity Entity will provide plans on request via BYDA showing the presence of the underground electrical assets to assist at this design stage.
2. It is the constructor's responsibility to:
 - a. Anticipate and request BYDA plans of Electricity Entity underground electrical assets for a particular location at a reasonable time before earthworks begins.
 - b. Visually locate Electricity Entity underground electrical assets by use of an electronic cable locator followed by careful non-mechanical excavation (potholing using hydrovac or hand tools) when earthworks activities may damage or interfere with Electricity Entity plant.
 - c. After completion of steps (a) and (b) above, if there is a risk of the Electricity Entity underground electrical assets being damaged or its structural integrity compromised by your planned earthworks activities, contact the Electricity Entity (General Enquiries phone number - refer page 3) for further advice.

A constructor may include but not limited to designer, project manager, installer, contractor, civil contractor.

3. The alignments and boundaries contained within BYDA plans and maps will sometimes differ from present alignments and boundaries "on the ground". Accordingly, in every case, the constructor should obtain confirmation of the actual position of Electricity Entity cables and pipelines under the roadways by non-mechanical excavation (potholing using hydrovac or

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines



hand tools) when earthworks activities may damage or interfere with Electricity Entity underground electrical assets. In no case should the constructor rely on statements of third parties in relation to the position of Electricity Entity underground electrical assets.

6.2. Conditions of Supply of Information

- Plans and details of Electricity Entity underground electrical assets provided by BYDA are only current for 4 weeks from the date of dispatch and should not be referred to after this period, if you go past this time, please re-apply to BYDA as underground services may have been updated.

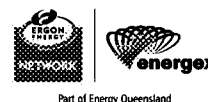


- The Electricity Entity agrees to provide plans if an Electricity Entity underground electrical assets location request is made to Before You Dig Australia (BYDA), online at <https://www.byda.com.au> or the free iPhone Application, only on the basis that at least 2 business day notice is given and the BYDA applicant agrees to the terms of this agreement.

Note that the Electricity Entity only provides information on underground electrical assets it owns. Contact the owner of any privately owned underground electrical assets for details of their assets located at site.

- The Electricity Entity retains copyright of all plans and details provided in connection to your request.
- BYDA plans or other details are provided for the use of the BYDA applicant, its servants, or agents, for the sole purpose of the applicant's responsibilities in relation to the Electricity Entity underground electrical assets and shall not be used for any other purpose.
- BYDA plans are diagrams only and indicate the presence of Electricity Entity underground electrical assets in the general vicinity of the geographical area shown. Exact ground cover and alignments cannot be given with any certainty as such levels can change over time.
- On receipt of BYDA plans and before commencing excavation work or similar activities near Electricity Entity's underground electrical assets, carefully locate this plant first to avoid damage.
- The Electricity Entity, its servants or agents shall not be liable for any loss or damage caused or occasioned by the use of plans and of details so supplied to the BYDA applicant, its servants or agents, and the BYDA applicant agrees to indemnify the Electricity Entity against any claim or demand for any such loss or damage to the BYDA applicant, its servants, or agents or to any third party.
- The constructor is responsible for all damages to the Electricity Entity underground electrical assets when work commences prior to obtaining BYDA plans, or at any time after that for failure to follow agreed instructions contained in this document or any other advice provided by the Electricity Entity.
- By undertaking any work, you acknowledge that the Electricity Entity reserves all rights to recover compensation for loss or damage to the Electricity Entity caused by interference or damage, including consequential loss and damage to its cable network, or other property.
- Be aware that some underground conduits may contain asbestos. Refer to "Code of Practice for the Management and Control of Asbestos in Workplace [NOHSC: 2018 (2005)]" for guidance.

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines



6.3. When Working in the Vicinity of Electricity Entity Underground Electrical Assets, You Must Observe the Following Conditions

6.3.1 Records

The first step before any excavation commences is to obtain BYDA plans of Electricity Entity underground electrical assets in the vicinity of the work. For new work, records should be obtained during the planning and design stage. The records provided by BYDA must be made available to all relevant work groups on site. Where underground electrical asset information is transferred to plans for the proposed work, care must be exercised that important detail is not lost in the process.

6.3.2 Location of underground electrical assets

Examining the records is not sufficient, as reference points may change from the time of installation. Records must also be physically proven when working in close proximity to underground electrical assets. The exact location of underground electrical assets likely to be affected shall be confirmed by use of an electronic cable locator followed by careful non mechanical excavation to the level of concrete slabs or conduits. Non mechanical excavation (potholing using hydrovac or hand tools) must be used in advance of excavators. In any case, where doubt exists with respect to interpretation of cable records, contact the Electricity Entity (General Enquiries phone number - refer page 3) for further advice.

If during excavation, cables or conduits are damaged:

- call Electricity Entity (Emergencies phone number - refer page 3) to report damaged cables or conduits.
- treat cables as if alive, post a person to keep all others clear of the excavation until the Electricity Entity crew attend to make safe.

If **unknown** cables or conduits (e.g. not shown on issued BYDA plans) are located during excavation:

- call Electricity Entity (Emergencies phone number - refer page 3) to report.
- treat cables as if alive, post a person to keep all others clear of the excavation until the Electricity Entity crew attend to make safe.

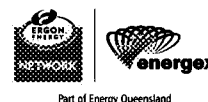
If the constructor is unable to locate Electricity Entity underground electrical assets within 2.5 m of nominal plan locations, they should contact the Electricity Entity (General Enquiries phone number - refer page 3) for further advice.

6.3.3 Remote or On-Site Cable Location conducted by Electricity Entity

This service shall only be provided at Electricity Entity's discretion:

- The Electricity Entity may provide this site visit only when underground cables (33 kV or above) are present.
- Due to remote locations where external cable locator or hydro vac service providers are not readily available, Electricity Entity may attend site and assist with cable location (fees may apply for this service).
- The Electricity Entity may provide either remote over the phone or on-site cable location advice to assist in the location of Electricity Entity underground electrical assets, including how to visually locate and protect the plant when excavating.
- Where the Electricity Entity provides on-site cable location advice, any markings provided for the purpose of identifying cable location are for general guidance only, and the constructor

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines



is still responsible for non-mechanical excavation (potholing using hydrovac or hand tools) to visually locate Electricity Entity underground electrical assets.

- If the constructor is unable to locate Electricity Entity underground electrical assets within 2.5 m of nominal plan locations, they should contact Electricity Entity (General Enquiries phone number - refer page 3) to request further advice.

6.3.4 Electrical Cables

Electricity Entity cables may have warning covers e.g.:

- Clay paving bricks or tiles marked "Electricity" or similar (also unmarked)
- Concrete or PVC cover slabs
- PVC, asbestos or fibro conduit, fibre reinforced concrete, iron or steel pipe
- Concrete encased PVC or steel pipe
- Thin plastic marker tape
- Large pipes housing multiple ducts
- Multiple duct systems, including earthenware or concrete

NOTE Some cables are known to be buried without covers.

6.3.5 Separation from Electricity Entity underground electrical assets

If location plans or visual location of Electricity Entity underground electrical assets by non-mechanical excavation (potholing using hydrovac or hand tools) reveals that the location of Electricity Entity underground electrical assets is situated where the developer or constructor plans to work, then contact the Electricity Entity (General Enquiries phone number - refer page 3) for further advice.

The developer or constructor shall ensure that minimum separation distance from Electricity Entity underground electrical assets (refer Minimum Separation Requirements tables below) is complied with when installing, altering or repairing other underground services located in the vicinity.

If the Electricity Entity relocation or protection works are part of the agreed solution, then payment to the Electricity Entity for the cost of this work shall be the responsibility of the principal developer or constructor. The Electricity Entity will provide an estimate for work on receipt of the developer's or constructor's order number before work proceeds.

It will be necessary for the developer or constructor to provide the Electricity Entity with a written Work Method Statement for all works in the vicinity of, or involving Electricity Entity underground electrical assets. This Work Method Statement should form part of the tendering documentation and work instruction. All Work Method Statements shall be submitted to the Electricity Entity prior to the commencement of site earthworks.

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

Minimum Separation Requirements

Underground Services Running Parallel with Electricity Entity Electrical Assets (Minimum Separation required in mm)							
Voltage Level	Gas	Communication or TV	Water		Sanitary drainage		Storm Water
			≤DN 200	>DN200	≤DN 200	>DN 200	
LV	300 (Ergon)	100	500	*1000	500	1000	500
HV	250 (Energex)	300					
*Contact your local utility/council to obtain specific separation distances							

Underground Services Crossing Electricity Entity Electrical Assets (Minimum Separation required in mm)					
Voltage Level	Gas	Communication or TV	Water	Sanitary drainage	Storm Water
LV	100	100	300	300	100
HV					

Notes:

- These clearances are each Electricity Entity's minimum requirements, additional separation may be required by the Service Owner. The greater of the separation requirements shall apply.
- Where the above tables do not list a separation requirement for a particular underground service type, the following minimum separation from electricity entity electrical assets shall apply:
 - LV = 100 mm
 - HV = 300 mm
- Compliance with these minimum separation requirements does not guarantee that issues such as Earth Potential Rise (EPR) and Low Frequency Induction (LFI) are managed, where these issues need to be managed, advice will need to be sought from an RPEQ Engineer
- All separation distances are measured from the exterior surface of the conduit / cable not centrelines or inner wall surfaces.

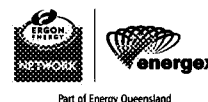
6.4. Additional Details and Fact Sheets on Electricity Entity Requirements

Additional details and Fact Sheets on Electricity Entity requirements for working near underground electrical assets are located on the following internet sites.

Energex: [Working near powerlines | Energex](#)

Ergon Energy: [Working near powerlines | Ergon Energy](#)

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines



7. EXCAVATION

7.1. Excavating near Poles and Stay Wires

The following requirements are to be compiled with to minimise the risk of compromising the structural integrity of the Electricity Entity poles and stay foundations when excavation or trenching work is performed nearby that could result in the failure of one or more poles and grounding of supported electric lines.

- Excavation and trenching work undertaken by a person, worker or PCBU in the vicinity of poles and stay foundations shall:
 - only be commenced after requirements of Section 3 have been complied with for any underground electrical assets located within the work site.
 - upon completion of excavation and site earthworks do not restrict the Electricity Entity vehicle access to pole site for purpose of carrying out maintenance activities.
 - comply with exclusion zones as detailed in the Electrical Safety Code of Practice 2020 - Working Near Overhead and Underground Electric Lines.
 - not be attempted:
 - within 5 m (horizontal distance) of **pole stays** where the excavation depth is greater than 250 mm before contacting the Electricity Entity to determine requirements.
 - within 5 m (horizontal distance) of Electricity Entity poles with earth leads or cables running down into the ground before contacting the Electricity Entity to determine requirements.
 - within “Do Not Disturb” zone of pole prior to a certified engineering assessment having been completed by a Registered Professional Engineer Queensland, and then reviewed and approved by the Electricity Entity before proceeding with work. Approval by the Electricity Entity shall not relieve the PCBU of its duties to perform the work in a safe and proper manner and in accordance with all applicable legislation.
 - if the soil is exceedingly wet (saturated) or there is more than minimal wind loading unless additional pole support is provided in accordance with certified engineering assessment and approved by Electricity Entity.
 - when a severe weather event is occurring or expected (e.g. severe weather warning has been issued by Bureau of Meteorology).
- be backfilled as soon as possible (within same day where pole is required to be supported) soil mechanically compacted in layers of 150 mm and all rock and vegetable material excluded from the backfill.
- be backfilled and pole stabilised before removal of additional support required by a certified engineering assessment are permitted to be removed.

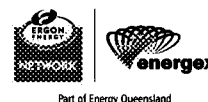
The PCBU shall be responsible for arrangement and costs of required certified engineering assessments, approvals by other regulatory bodies (eg councils, Main Roads, pipeline owners, telecommunication owners) and placement and removal of associated pole supporting equipment.

Electricity Entity poles must not be fitted with non-approved pole holding devices.

Only approved mechanical holding devices (e.g. Proline, Borer Lifter, etc) used in accordance with a certified engineering assessment are permitted and shall be:

- only attached and removed by the Electricity Entity or persons approved by the Electricity Entity.

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines



- used to restrain both the pole head and foot to maintain pole stability during nearby excavation work.
- set up and positioned to maximise support effectiveness and minimise impact on traffic, pedestrian, excavation and machinery at site; and maintain exclusion zone from overhead lines. If insufficient clearance exists to maintain exclusion zones to pole supporting equipment, arrangements may be required for de-energising the electric line.

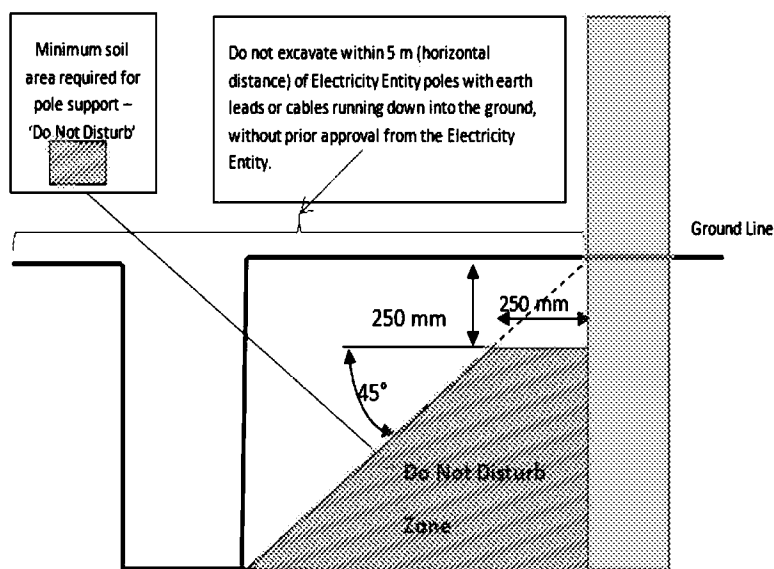


Figure 1 - Do Not Disturb Zone requirements when excavating near poles

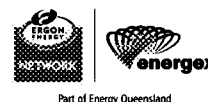
Maximum Trench Depth	Minimum Distance from pole without pole support
Not more than 0.25 m (250 mm)	Can trench or hand dig (where cables and leads exist) right up to pole
1.0 m	1.0 m
1.5 m	1.5 m
2.0 m	2.0 m
2.5 m	2.5 m
3.0 m	3.0 m

7.1.1 Certified Engineering Assessment

Where required to be provided by the PCBU, a Certified Engineering Assessment shall:

- Ensure the stability of the Electricity Entity poles and foundations is maintained during and as a result of excavation work completed within the 'Do Not Disturb' zone.
- Include detailed design drawing of pole support method.
- Be completed and certified by a Registered Professional Engineer Queensland.
- Consider and address the following key points as a minimum:
 - Pole loading (vertical and lateral) including line deviation angles, direction of lean (towards or away from resultant loading)

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines



- Direction of pole lean.
- Pole inspection (conducted to meet the Electricity Entity's requirements at customer cost)
- Pole foundation depth
- Proximity of excavation in relation to pole
- Soil condition
- Proposed shoring methods as well as installation and removal process
- Duration and staging of work
- Requirement to independently support pole during work
- Proximity of existing adjacent underground services and excavations
- Proposed backfilling and reinstatement method
- Monitoring and engineering/ geotechnical supervision during excavation work progress
- Other equipment attached to pole (e.g. underground cables, transformer, ACR, ABS.) must be taken into consideration and in some circumstances will prevent the pole being supported.

7.2. Excavating Near Underground Electrical Assets

For all work within 2.5 m of nominal location, the constructor is required to use non-mechanical excavation (potholing using hydrovac or hand tools) and expose the underground electrical assets, hence proving its exact location before earthworks can commence.

7.2.1 Excavating Parallel to Underground Electrical Assets

If excavation work is parallel to the Electricity Entity underground electrical cables, then non mechanical excavation (potholing using hydrovac or hand tools) at least every 4 m is required to establish the location of all cables, hence confirming nominal locations before work can commence. If an excavation exceeds the depth of the cables and it is likely that the covers or bedding material around the cables/pipes will move causing Electricity Entity cables or conduits to be unsupported, contact Electricity Entity (General Enquiries phone number - refer page 3) for further advice.

NOTE Be aware that cable depths and directions may change suddenly along the route.

7.2.2 Excavating Across Underground Electrical Assets

Refer Minimum Separation Requirements table in Section 6.3.5 of this document for distances that shall be maintained to prevent inadvertent contact with or damage to underground electrical assets. If the width or depth of excavation is such that the Electricity Entity cables will be unsupported, contact Electricity Entity (General Enquiries phone number - refer page 3) for further advice. In no case shall a cable cover be removed without approval. A cable cover may only be replaced under the supervision of an Electricity Entity officer. Protective cover strips when removed must be replaced under Electricity Entity supervision. Under no circumstances shall protective cover strips be omitted to achieve the minimum separation distance required between Electricity Entity cables and other underground services.

7.2.3 Heavy Machinery Operation Over Underground Electrical Assets

Where heavy "crawler" or "vibration" type machinery is operated over the top of cables, a minimum cover of 450 mm to the cable protective cover must be maintained. Alternatively, subject to a Certified Engineering Assessment, use load bearing protection whilst the machinery is in operation.

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines



7.2.4 Directional Boring Near Underground Electrical Assets

When boring parallel to cables, it is essential that trial holes are carefully dug using non mechanical excavation (pot holing using hydrovac or hand tools) at regular intervals to prove the actual location of the conduits/cables before using boring machinery. Where it is required to bore across the line of cables/conduits, the actual location of the cables/conduits shall be proven by non-mechanical excavation (pot holing using hydrovac or hand tools). A trench shall be excavated 1 m from the side of the cables where the auger will approach to ensure a minimum clearance of 500 mm from cables/conduits can be maintained.

7.2.5 Hydro Vac Operation

When operating hydro vac equipment to excavate in vicinity of underground electrical assets (cables/conduits):

- Fitted with:
 - nonconductive (neoprene rubber or equivalent) vacuum (suction) hose.
 - oscillating nozzle on pressure wand with water pressure adjusted to not exceeding 2000 psi.
- Maintain a minimum distance of 200 mm between end of pressure wand and underground electrical assets. DO NOT insert the pressure wand jet directly into subsoil.
- Ensure pressure wand is not directly aimed at underground electrical assets (cables / conduits).

7.3. Blasting

Explosives must not be used within 5 m of cables/conduits, unless an engineering report is provided indicating that no damage will be sustained. Clearances shall be obtained from the Electricity Entity for use of explosives in the vicinity of cables/conduits. Contact Electricity Entity (General Enquiries phone number - refer page 3) for further advice.

The Electricity Entity will accept the level of 25 mm / sec as a peak component particle velocity upper limit as defined in AS 2187.2 Appendix J for blasting operations in the vicinity of these power lines.

Electric line insulators and conductors are particularly susceptible to damage from fly rock and adequate control measure including the use of blast mats shall be used to manage this. Contact Electricity Entity for consultation and application.

8. REPORTING DAMAGE CAUSED TO OVERHEAD OR UNDERGROUND ELECTRIC LINES

Any damage caused to the Electricity Entity overhead electric lines, poles, stays, underground cables, conduits and pipes must be reported no matter how insignificant the damage appears to be. Even very minor damage to cable protective coverings can lead to eventual failure of cables through corrosion of metal sheaths and moisture ingress.

All work in the vicinity of damaged overhead or underground electric lines shall cease and the area be made safe and vacated until clearance to continue earthworks has been obtained from the Electricity Entity. Call Electricity Entity (Emergencies phone number - refer page 3).

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines



9. INFRASTRUCTURE NEAR ELECTRIC LINES

9.1. Easements and Wayleaves

This information, whilst not a legal document, has been developed to assist the community in answering some commonly asked questions about our easements and wayleaves, and briefly outlines what you can do where land is affected by an easement or where consent to installing electrical infrastructure has been given.

9.1.1 What is an Electricity Easement?

An electricity easement is the authority held by the Electricity Entity to use your land near overhead and underground electric lines and substations (electrical assets). Electricity Entity holds this authority for your own safety and to allow employees access to electrical assets at all times. Whilst it will depend on the terms of the particular grant of easement, electrical easements generally give the Electricity Entity the right to access, maintain, repair, rebuild and to restrict development within a defined area.

The easement, which is registered on the property's title, contains a plan showing the dimensions of the easement and its location on the property together with the rights and restrictions over the easement area. The Department of Natural Resources and Mines <https://www.resources.qld.gov.au/> or your solicitor will be able to provide this information. Easements may also exist for telephone lines, water and sewage mains and natural gas supply lines.

9.1.2 Why are easements necessary?

Easements are also created to allow the Electricity Entity clear, 24 hour access to the electric lines. It is important to keep the easement clear at all times so regular maintenance, line upgrades, damage or technical faults can be attended to immediately to provide a safe and reliable supply of electricity. Interference with Electricity Entity's rights and electrical equipment may compromise safety of the public and the occupiers of the property. Therefore, it is essential that Electricity Entity's rights are understood and observed.

9.1.3 How do I know if there are easements on my property?

Contact your solicitor or The Department of Natural Resources and Mines to obtain a Title Search that shows all registered easements on the property.

9.1.4 Who owns the land the easement is on?

The ownership of that land encumbered with the easement remains with the property owner.

9.1.5 How does an easement affect what I can do with my property?

An easement controls what you can build, what size trees you can plant and what outdoor activities you can carry out in the easement area.

An easement affects the use of the property by limiting the development that can be undertaken within the easement area. The exact rights granted to an Electricity Entity under an electricity easement will depend on the wording used in the grant of easement. Property owners and occupiers should also be aware that an Electricity Entity has the right of access to land to undertake certain works (including reading meters and disconnecting supply). These rights of access are granted by Queensland legislation not the easement and so may not be registered on the property's title and therefore may not be revealed in a Title Search.

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines

9.1.6 Who is responsible for maintenance of easement area?

You must provide a continuous, unobstructed area along the full length of the easement to allow an Electricity Entity access to electric lines, transformers, underground cables and other equipment at all times. A width of 4.5 m is typically required for the safe passage of vehicles and heavy plant.

You must NOT place obstructions in the easement within 5 m of any electric lines, transformer, power pole, equipment or supporting wire.

Maintenance of the easement area is generally the responsibility of the property owner and/or occupier, however, complying with regulatory and safety requirements associated with Electricity Entity's electrical assets within the easement area is the responsibility of the Electricity Entity.

9.1.7 What type of maintenance work does Electricity Entity undertake on easements?

To enable Electricity Entity to construct, maintain, repair and rebuild electric lines on some properties, access roads and tracks are required on or adjacent to the easement area. As required, Electricity Entity is able to construct access tracks, retain the right of use of these tracks and maintain them to a suitable level to permit access for its vehicles. Where gates are installed within the easement area, an Electricity Entity lock may be required to enable continual access along the easement corridor.

In addition, periodic vegetation management works are also undertaken by Electricity Entity to ensure that a specified minimum clearance between vegetation and the electric lines is maintained.

Where possible, property owners will be contacted prior to easement maintenance and vegetation works commencing.

9.1.8 Where consent (Wayleave) to installing Electricity Entity infrastructure has been given

Much of Electricity Entity's above ground electricity network is constructed without easements. Instead, the consent of the owner of the affected land is obtained and the electrical infrastructure is installed. Historically this consent has been in the form of a document known as a Wayleave.

This consent (or Wayleave) is a document evidencing the agreement from a particular owner, but it is not registered on the title of the land like an easement.

Once consent is obtained from an owner, Queensland legislation (the Electricity Act 1994) says that the consent of all future owners to the electrical infrastructure is not required.

Queensland legislation grants Electricity Entity rights to access, maintain, repair and replace electrical assets installed with consent.

9.2. Contact Electricity Entity when planning construction work near electric lines

When planning and before commencement (regardless of whether or not local council approval is required), it is essential to confirm that the proposed construction work (e.g. building, structure, sign, crane, scaffold) does not breach the minimum statutory clearance distances that must be maintained from nearby Electricity Entity overhead or underground electric lines. Refer Electrical Safety Regulation 2013, Schedule 4 and 5 for information on statutory clearance distances that must be complied with.

It is extremely dangerous and potentially life threatening to allow anything to come in close proximity to the conductors of an electric line.

We advise not to build **under** or **near** powerlines or add to a structure under or near powerlines. This can cause exclusion zones to be encroached, which may endanger others now and in the future. Please note obligations under section 30 of the Electrical Safety Act 2002 and sections 68 of the Electrical Safety Regulation 2013.

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines



There is an obligation to notify the Electricity Entity, before any work starts, where work is likely to involve a building or other structure coming within clearance requirements for an overhead or underground electric line.

Where it is necessary for an Electricity Entity to relocate electric lines due to statutory clearance breach caused by work performed nearby, the Electricity Entity may be entitled to recover costs from the PCBU, property owner or occupier who caused the breach. Refer Electrical Safety Regulation 2013, Section 209 Building or adding to structure near electric lines.

Although it is preferred that the area around Electricity Entity electrical assets (including within an Easement area) is free of development, the following examples provide property owners and occupiers with an indication of what type of development is acceptable and what is not.

NOTE Do not assume that your local council approval is sufficient approval for you to proceed with your work. The local council may not check whether or not your proposed construction work will comply with the Electricity Entity's statutory clearance requirements.

9.3. What clearances must be maintained once construction work is completed?

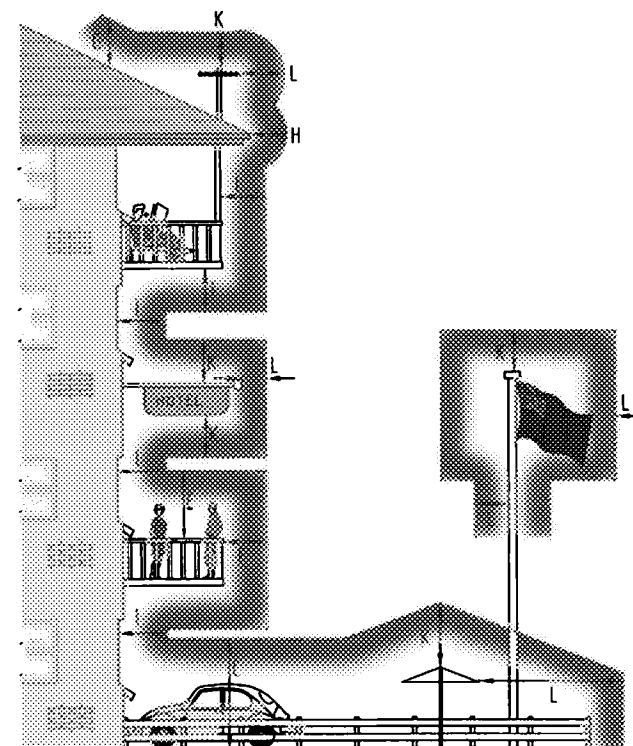
Electrical Safety Regulation 2013, Schedule 4 - Clearance of overhead electric lines and Schedule 5 - Clearance of low voltage overhead service lines detail the statutory clearances that must be maintained from overhead electric lines for completed buildings and structures. These statutory clearances will need to be taken into consideration during the planning phase of determining the location for a building or structure. The table below sets out the minimum statutory clearances required for voltage levels up to 33 kV. Additional requirements may apply for voltage levels above 33 kV, contact the Electricity Entity for consultation.

Where the Electricity Entity has identified a breach of statutory clearance resulting from erection of a building or structure, the statutory breach will be reportable to the Electrical Safety Office as a Dangerous Electrical Event and any costs incurred in subsequent remedial work to achieve required statutory clearances may be recovered from the person or company who caused the breach of statutory clearance.

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines



Part of Energy Queensland



CODE	LOCATION	DIRECTION	INSULATED CABLE (ABC) (Note 1)	BARE	MORE THAN 1000 VOLTS BUT NOT MORE THAN 33kV
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MINIMUM CLEARANCE FROM ROADS, GROUND, OR BOUNDARIES

A	Crossing the carriageway, roadway	VERTICALLY	5.5m	5.5m	6.7m
A1	Designated "Over Dimension Routes"	VERTICALLY	7.0m	7.0m	7.5m
B	At other positions, footpath	VERTICALLY	5.5m	5.5m	5.5m
C	Other than roads but trafficable	VERTICALLY	5.5m	5.5m	5.5m
C1	Areas totally inaccessible to traffic or mobile machinery	VERTICALLY	4.5m	4.5m	4.5m
D	Cuttings, embankments, easement boundaries	HORIZONTALLY	1.5m	1.5m	2.1m
X	Real Property Boundaries	HORIZONTALLY	0.0m	0.0m	0.0m

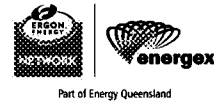
MINIMUM CLEARANCE FROM STRUCTURES AND BUILDINGS

E F	Unroofed terraces, balconies, sun-decks, paved areas, etc, subject to pedestrian traffic only. A hand rail or wall surrounding such an area and on which a person may stand. (Note)	VERTICALLY AND HORIZONTALLY (Note)	2.7m 1.2m	3.7m 1.5m	4.6m 2.1m
G H	Roofs or similar structures not used for traffic or resort but on which a person may stand. A parapet surrounding such a roof and on which a person may stand. (Note)	VERTICALLY AND HORIZONTALLY (Note)	2.7m 0.9m	3.7m 1.5m	3.7m 2.1m
I	Covered places of traffic or resort such as windows which are capable of being opened, roofed open verandahs and covered balconies.	IN ANY DIRECTION	1.2m	1.5m	2.1m
J	Blank walls, windows which cannot be opened. (Note)	HORIZONTALLY	0.6m	1.5m	1.5m
K L	Other structures not normally accessible to persons. (Note)	VERTICALLY HORIZONTALLY (Note)	0.6m 0.3m	2.7m 1.5m	3.0m 1.5m

NOTE:

The vertical clearance and the horizontal clearance specified shall be maintained

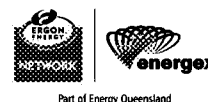
Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines



The following list of examples is not exhaustive, and it may be necessary to contact the Electricity Entity if doubt exists as to what is permitted around electricity assets.

<i>What is <u>PERMITTED</u> around Electricity Entity overhead or underground electric lines</i>	<i>What is <u>NOT PERMITTED</u> around Electricity Entity overhead or underground electric lines</i>
✓ Erection of fences to a maximum height of 2.4 m is generally acceptable, provided they do not affect access to, and work on, the poles, electric lines and/or cables. Trees, shrubs and plants should be located clear of vehicle access. Note: Maximum Growth Height of 3 m. ✓ Clothes hoists and barbecues should be located clear of the vehicle access way. Note: Maximum Height 2.5 m. ✓ Installation of underground utility services, such as low voltage electricity, gas, telephone and water, is generally acceptable, subject to clearances from Electricity Entity poles and supporting structures, and underground electric mains. ✓ Excavating, filling and altering of nearby land may be acceptable but full details need to be provided to the Electricity Entity for assessment. ✓ Vehicles, mobile plant and equipment within the easement area need to maintain the minimum statutory clearances distances from overhead electric lines. Normal farming, grazing and other agricultural activities can be carried out. Take care when ploughing or operating mobile machinery or irrigation equipment near Electricity Entity's equipment. ✓ Parking of vehicles, trucks, trailers, etc. is normally allowed. Note: Maximum Load and Aerial Height of 4 m. Barriers of an approved design (e.g. bollards) may be required to protect poles from vehicle contact damage. Heavy vehicle or operating plant crossings may need a protective concrete cover to ensure underground cables are not damaged.	✗ Build houses, sheds, garages or other large structures. Building of roofed/unroofed verandas, swimming pools and pergolas are generally not acceptable. ✗ Flying kites or model aircraft within the easement. ✗ Driving fence posts or stakes into ground within easements where there is underground cabling. ✗ Storing liquids such as petrol, diesel fuel, or any flammable or combustible material that will burn. ✗ Installing lighting poles. ✗ Stockpiling soil or garbage within the easement. ✗ Planting trees in large quantities that could create a fire hazard or that grow in excess of the approved maximum height of 3 m. ✗ Storing or using explosives. ✗ Residing in or occupying any caravan or mobile home within an easement. ✗ Placing obstructions within the vicinity of any Electricity Entity assets (e.g. power pole, overhead electric line, equipment or pole stay) that impede access to or work on these assets.

Electricity Entity Requirements - Working Near Overhead and Underground Electric Lines



9.4. What about Electric and Magnetic Fields?

The Electricity Entity operates its electric lines within the current guidelines set by the National Health and Medical Research Council for exposure to 50/60 hertz electric and magnetic fields (EMF) and is mindful of some community concern about such fields and health. Contact the Electricity Entity (General Enquiries phone number - refer page 3). Alternatively, further information can be sourced from:

Energy Networks Association (ENA) brochure - "Electric and Magnetic Fields - What We Know", January 2014

http://www.ena.asn.au/sites/default/files/emf-what-we-know-jan-2014-final_1_1.pdf

Australian Radiation Protection and Nuclear Safety Agency (ARPANSA) brochure - "Electricity and Health", May 2011

http://www.arpansa.gov.au/RadiationProtection/Factsheets/is_electricity.cfm

This content was sent by email from Unitywater South in response to your Before You Dig enquiry.

Original subject DBYD Job/Seq 274666040 : JobID 53448552 - 18/33 HENDERSON ROAD
EVERTON HILLS

Original sender gis@unitywater.com

Received 17 Jun 2026 11:47:35am AEST

Date of enquiry: 17/06/2026 11:40:00 AM

Notification No: 53448552 (Job No)

Sequence No: 274666040

Customers Name: Soft Reg

Customers Phone No: +61413942837

Address supplied for dig site location

18/33 HENDERSON ROAD, EVERTON HILLS, QLD

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Soft Reg
Pelicancorp Pty Ltd
610 Victoria Street
Richmond VIC 3121

17/06/2026



Dear Soft Reg

Response to your recent enquiry: More detailed information is required

Your recent Before You Dig (BYDA) enquiry about the location of water and sewerage assets on your property of interest has been sent to Unitywater.

Unitywater has located water and/or sewerage infrastructure on the property. Attached is a map locating the infrastructure and identifying the type of infrastructure that has been identified. The map and information contained on this map is valid for 30 days from Unitywater plan print date.

Also attached to this letter is additional information about your responsibilities in relation to our infrastructure.

Sequence No: 274666040

Job No: 53448552

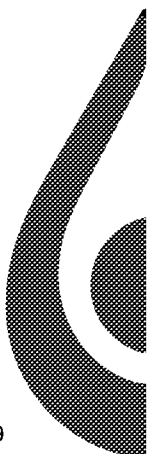
Location: 18/33 HENDERSON ROAD EVERTON HILLS

If you have further questions, please call the Customer Service Centre on 1300 0 UNITY (1300 086 489).

Yours sincerely

A handwritten signature in black ink, appearing to read "Ivan Beirne".

Ivan Beirne
Head of Asset Management, Unitywater



Important Information

DISCLAIMER

All Unitywater's records, data, images and information supplied via BYDA (the "Data") are indicative only. You agree that any plans supplied to you via BYDA are only provided for your convenience and will not be relied upon by you for any purpose.

You also agree that Unitywater does not assume any responsibility or duty of care in respect of, or warrant, guarantee or make any representation as to the Data (including its accuracy, reliability, currency, or suitability).

The information provided in any plan(s) is classified as Quality Level D (QL-D) according to Australian Standard AS 5488.1. QL-D information does not include any field verification through direct measurement and, therefore, should only be considered as a broad indication of the location and type of infrastructure. Unitywater strongly recommends using the services of professional service locators before digging near the infrastructure. You are solely responsible for the selection of appropriate site detection methodologies at all times.

To the fullest extent permitted by law, Unitywater will not be liable to you in contract, tort, equity, under statute or otherwise arising from or in connection with the provision of any plans to you via BYDA.

COMPLIANCE WITH LAWS

There may be both indicated and unmarked hazards, dangers, or encumbrances, including underground asbestos pipes and abandoned mains within your nominated search area. You are solely responsible for ensuring that appropriate care is taken at all times while undertaking works and that you comply with all mandatory requirements relating to such matters, including in relation to workplace health and safety.

DAMAGED INFRASTRUCTURE

Please note that it is an offence under Section 192 of the *Water Supply (Safety and Reliability) Act 2008* to interfere with our infrastructure without Unitywater's written consent.

You may be liable to Unitywater for any loss of or damage to our infrastructure, together with any consequential or indirect loss or damage (including without limitation, loss of use, loss of profits or loss of revenue) arising from or in connection with any interference with Unitywater's infrastructure by you or any other person for which you are legally responsible.

Any damage to Unitywater's Infrastructure must be reported immediately to the (24 Hours) Faults and Emergencies contact number on **1300 0 UNITY** (1300 086 489).

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NOTES

If you require further details on sewerage and water infrastructure, Detailed Infrastructure Plans are available for purchase. A request form is available through Unitywater's website <http://www.unitywater.com> or by contacting the Customer Service Centre on 1300 0 UNITY (1300 086 489).

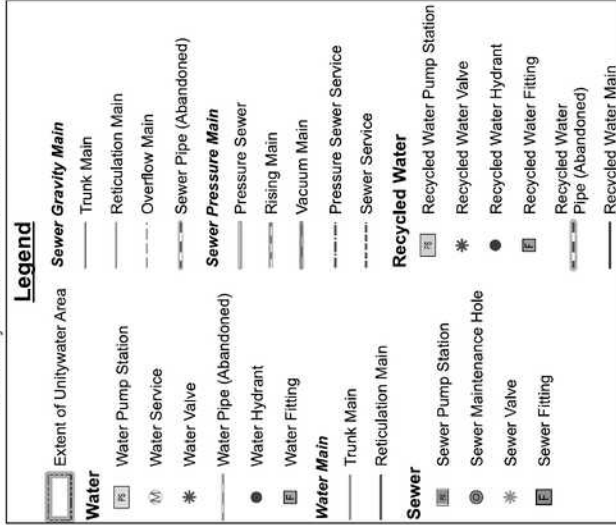
If you require further details for house connection or drainage plans contact your local council for a plumbing search. Unitywater water and sewerage infrastructure is located across Moreton Bay, Sunshine Coast and Noosa local government areas. For information outside these areas, you will need to contact the relevant authority.



UNITYWATER BYDA MAP Sequence Number: **27486040** Job Number: **53448552** Printed On: 17/06/2026

Emergency Situations
 Call Unitywater:
 1300 086 489

This information on this plan is valid
 for 30 days from "Printed On" date.



Map Tile: 1
 Scale: 1:1000
 (If printed at 100%
 on A3 size paper)



Before You Dig Australia
 PO Box 953
 Caboolture QLD 4510

Inquiries: 1300 0 Unity (1300 086 489) Email: dbyd@unitywater.com

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This content was sent by email from Telstra QLD South East in response to your Before You Dig enquiry.

Original subject DBYD JOB: 53448552 SEQ: 274666043 - 18/33 HENDERSON ROAD, EVERTON HILLS QLD 4053

Original sender TAMS@dominoapp.in.telstra.com.au

Received 17 Jun 2026 11:50:02am AEST

Attention: Soft Reg

Site Location: 18/33 HENDERSON ROAD, EVERTON HILLS, QLD 4053

Your Job Reference: ITJOB|197675696

Please do not reply to this email, this is an automated message -

Thank you for requesting Telstra information via Before You Dig Australia (BYDA).

This response contains Telstra information relating to your recent BYDA request.

Please refer to all enclosed attachments for more information.

Information for opening Telstra Asset Plans as well as some other useful contact information is noted in the attached documents.

Report Damage to Telstra Equipment: [Report damages to Telstra equipment - Telstra](#)

Please note:

When working in the vicinity of telecommunications plant you have a 'Duty of Care' that must be observed.

Ensure you read all documents (attached) - they contain important information.

Please also refer to the **Before you Dig Australia - BEST PRACTISE GUIDES and The five Ps of safe excavation**

<https://www.byda.com.au/before-you-dig/best-practice-guides/>, The essential steps that must be undertaken prior to commencing construction activities.

WARNING - MAJOR CABLES and/or OPTIC FIBRE IN THE AREA.
Phone 1800 653 935 for further assistance.

Note: In some areas Telstra fibre routes may be marked as "Amcom", as Telstra has purchased much of this infrastructure. If in doubt, please contact Telstra Plan services on the number above. Telstra plans and information are only valid for 60 days from the date of issue.

WARNING:

Telstra plans and location information conform to Quality Level 'D' of the Australian Standard AS 5488 - Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing them. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy. Further on site investigation is required to validate the exact location of Telstra assets prior to commencing work. A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the assets are protected during construction works. See the **Before You Dig Australia - BEST**

PRACTISE GUIDES and The five Ps of safe excavation
<https://www.byda.com.au/before-you-dig/best-practice-guides/>.

Please note that:

- it is a criminal offence under the *Criminal Code Act 1995* (Cth) to tamper or interfere with telecommunications infrastructure.
- Telstra will take action to recover compensation for damage caused to property and assets, and for interference with the operation of Telstra's networks and customers' services.

Telstra's plans contain Telstra's confidential information and are provided on the basis that they are used solely for identifying the location or vicinity of Telstra's infrastructure to avoid damage to this infrastructure occurring as part of any digging or other excavation activity. You must not use Telstra's plans for any other purpose or in a way that will cause Telstra loss or damage and you must comply with any other terms of access to the data that have been provided to you by Telstra (including Conditions of Use or Access).

(See attached file: *Telstra Duty of Care v32.0c.pdf*)

(See attached file: *Telstra Map Legend v4_0c.pdf*)

(See attached file: Accredited PlantLocators 2026-06-10a .pdf)

(See attached file: 274666043.pdf)



Before You Dig Australia

Think before you dig

This document has been sent to you because you requested plans of the Telstra network through Before You Dig Australia (BYDA).

If you are working or excavating near telecommunications cables, or there is a chance that cables are located near your site, you are responsible to avoid causing damage to the Telstra network.

Please read this document carefully. Taking your time now and following the **BYDA's Best Practices and 5 Ps of Safe Excavation** <https://www.byda.com.au/before-you-dig/best-practice-guides/>

can help you avoid damaging our network, interrupting services, and potentially incurring civil and criminal penalties.

Our network is complex and working near it requires expert knowledge. Do not attempt these activities if you are not qualified to do so.



Disclaimer and legal details

*Telstra advises that the accuracy of the information provided by Telstra conforms to Quality Level D as defined in AS5488-2013.

It is a criminal offence under the Criminal Code Act 1995 (Cth) to tamper or interfere with telecommunications infrastructure.

Telstra will also take action to recover costs and damages from persons who damage assets or interfere with the operation of **Telstra's** networks.

By receiving this information including the indicative plans that are provided as part of this information package you confirm that you understand and accept the risks of working near **Telstra's** network and the importance of taking all the necessary steps to confirm the presence, alignments and various depths of **Telstra's** network. This in addition to, and not in replacement of, any duties and obligations you have under applicable law.

When working in the vicinity of a telecommunications plant you have a "Duty of Care" that must be observed. Please read and understand all the information and disclaimers provided below.

The Telstra network is complex and requires expert knowledge to interpret information, to identify and locate components, to pothole underground assets for validation and to safely work around assets without causing damage. If you are not an expert and/or qualified in these areas, then you must not attempt these activities. Telstra will seek compensation for damages caused to its property and losses caused to Telstra and its customers. Construction activities and/or any activities that potentially may impact on Telstra's assets must not commence without first undertaking these steps. Construction activities can include anything that involves breaking ground, potentially affecting Telstra assets.

If you are designing a project, it is recommended that you also undertake these steps to validate underground assets prior to committing to your design.

This Notice has been provided as a guide only and may not provide you with all the information that is required for you to determine what assets are on or near your site of interest. You will also need to collate and understand all information received from other Utilities and understand that some Utilities are not a part of the BYDA program and make your own enquiries as appropriate. It is the responsibility of the entities undertaking the works to protect **Telstra's** network during excavation / construction works.

Telstra owns and retains the copyright in all plans and details provided in conjunction with the applicant's request. The applicant is authorised to use the plans and details only for the purpose indicated in the applicant's request. The applicant must not use the plans or details for any other purpose.

Telstra plans or other details are provided only for the use of the applicant, its servants, agents, or CERTLOC Certified Locating Organisation (CLO). The applicant must not give the plans or details to any parties other than these and must not generate profit from commercialising the plans or details.

Telstra, its servants or agents shall not be liable for any loss or damage caused or occasioned by the use of plans and or details so supplied to the applicant, its servants and agents, and the applicant agrees to indemnify Telstra against any claim or demand for any such loss or damage.

Please ensure Telstra plans and information provided always remains on-site throughout the inspection, location, and construction phase of any works.

Telstra plans are valid for 60 days after issue and must be replaced if required after the 60 days.

Data Extraction Fees

In some instances, a data extraction fee may be applicable for the supply of Telstra information. Typically, a data extraction fee may apply to large projects, planning and design requests or requests to be supplied in non-standard formats. For further details contact Telstra Location Intelligence Team.

Telstra does not accept any liability or responsibility for the performance of or advice given by a CERTLOC Certified Locating Organisation (CLO). Certification is an initiative taken by Telstra towards the establishment and maintenance of competency standards. However, performance and the advice given will always depend on the nature of the individual engagement.

Neither the Certified Locating Organisation nor any of its employees are an employee or agent for Telstra. Telstra is not liable for any damage or loss caused by the Certified Locating Organisation or its employees.

Once all work is completed, the excavation should be reinstated with the same type of excavated material unless specified by Telstra.

The information contained within this pamphlet must be used in conjunction with other material supplied as part of this request for information to adequately control the risk of potential asset damage.

When using excavators and other machinery, also check the location of overhead power lines.

Workers and equipment must maintain safety exclusion zones around power lines

WARNING: Telstra plans and location information conform to Quality Level 'D' of the Australian Standard AS 5488 - Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy shown on the plans. **FURTHER ON SITE INVESTIGATION IS REQUIRED TO VALIDATE THE EXACT LOCATION OF TELSTRA PLANT PRIOR TO COMMENCING CONSTRUCTION WORK.** A plant location service is an essential part of the process to validate the exact location of Telstra assets and to ensure the assets are protected during construction works. The exact position of Telstra assets can only be validated by physically exposing them. Telstra will seek compensation for damages caused to its property and losses caused to Telstra and its customers.

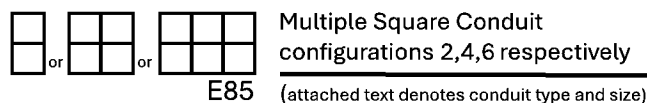
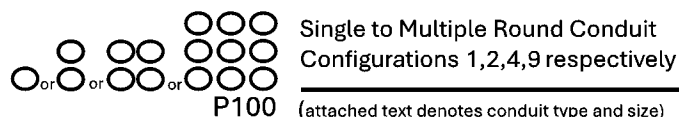
Privacy Note

Your information has been provided to Telstra by BYDA to enable Telstra to respond to your BYDA request. Telstra keeps your information in accordance with its privacy statement. You can obtain a copy at www.telstra.com.au/privacy or by calling us at 1800 039 059 (business hours only).

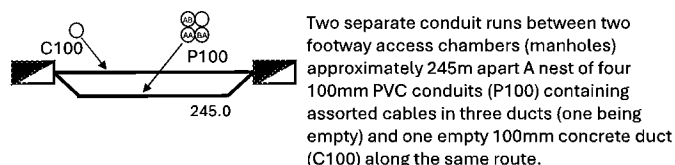
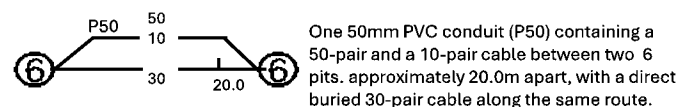
LEGEND

	Lead-in terminates at a Customer Address
	Exchange Major Cable Present
	Pillar / Cabinet Above ground Free Standing
	Above ground Complex Equipment Please note: Powered by 240v electricity
OC	Other Carrier Telecommunication Cable/ Asset. Not Telstra Owned
DIST	Distribution cables in Main Cable Ducts
MC	Main Cable ducts on a Distribution Plan
	Blocked or Damaged Duct
	Footway Access Chamber (can vary between 1-lid to 12-lid)
	NBN Pillar
	Third Party Owned Network Non-Telstra

	Cable Jointing Pit Number / Letter indicating Pit type/size
	Elevated Joint (above ground joint on buried cable)
	Telstra Plant in shared Utility trench
	Aerial cable / or cable on wall
	Aerial cable (attached to joint use Pole e.g., Power Pole)
	Marker Post Installed
	Buried Transponder
	Marker Post & Transponder
	Optical Fibre Cable Direct Buried
	Direct Buried Cable
	nbn owned network

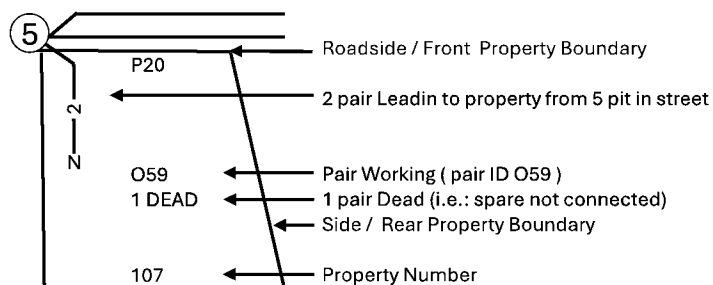


Some Examples of how to read Telstra Plans



Some examples of conduit type and size:

A - Asbestos cement, P - PVC / Plastic, C - Concrete, GI - Galvanised Iron, E - Earthenware
Conduit sizes nominally range from 20mm to 100mm
P50 50mm PVC conduit
P100 100mm PVC conduit
A100 100mm asbestos cement conduit



The 5 Ps of Safe Excavation

<https://www.byda.com.au/before-you-dig/best-practice-guides/>

Plan

Plan your job. Use the BYDA service at least one day before your job is due to begin, and ensure you have the correct plans and information required to carry out a safe project.

Prepare

Prepare by communicating with asset owners if you need assistance. Look for clues onsite. Engage a Certified Locator.

Pothole

Potholing is physically sighting the asset by hand digging or hydro vacuum extraction.

Protect

Protecting and supporting the exposed infrastructure is the responsibility of the excavator. Always erect safety barriers in areas of risk and enforce exclusion zones.

Proceed

Only proceed with your excavation work after planning, preparing, potholing (unless prohibited), and having protective measures in place.

General Information



Telstra highly recommends using Certified Locators.

For more info contact a **CERTLOC Certified Locating Organisation (CLO)** or
Telstra Location Intelligence Team 1800 653 935



Before you Dig Australia – BEST PRACTISE GUIDES
<https://www.byda.com.au/before-you-dig/best-practice-guides/>



OPENING ELECTRONIC MAP ATTACHMENTS –

Telstra Cable Plans are generated automatically in either PDF or DWF file types.
Dependent on the site address and the size of area selected.
You may need to download and install free viewing software from the internet e.g.



DWF Map Files (all sizes over A3)
Autodesk Viewer (Internet Browser) <https://viewer.autodesk.com/> or
Autodesk Design Review <http://usa.autodesk.com/design-review/> for DWF files.
(Windows PC)



PDF Map Files (max size A3)
Adobe Acrobat Reader <http://get.adobe.com/reader/>



Telstra New Connections / Disconnections
13 22 00



Telstra Protection & Relocation: 1800 810 443 (AEST business hours only).
Email
Telstra Protection & Relocation Fact Sheet: [Link](#)
Telstra Protection & Relocation Home Page [Link](#)

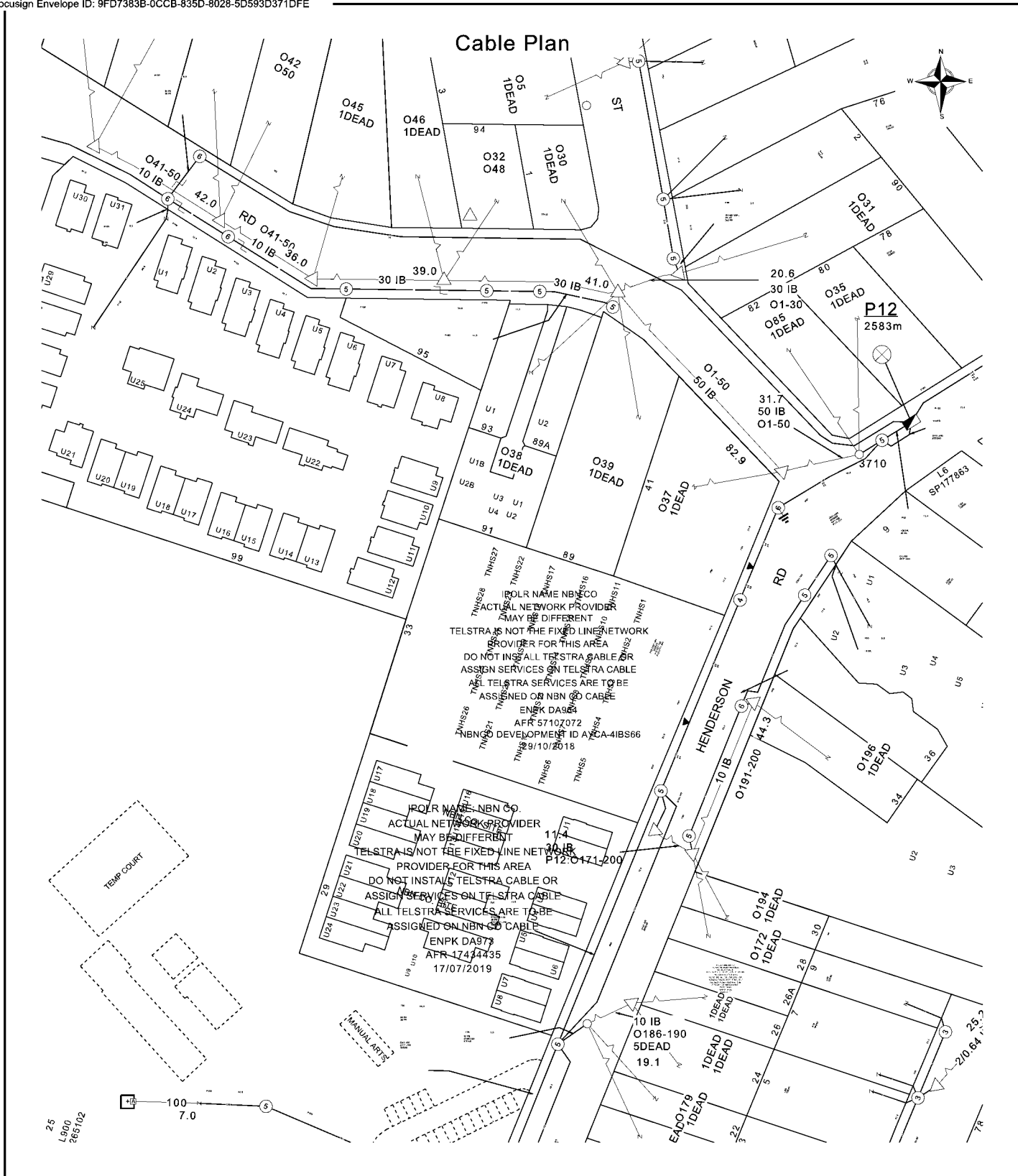


Telstra Aerial Assets Group (overhead network)
1800 047 909

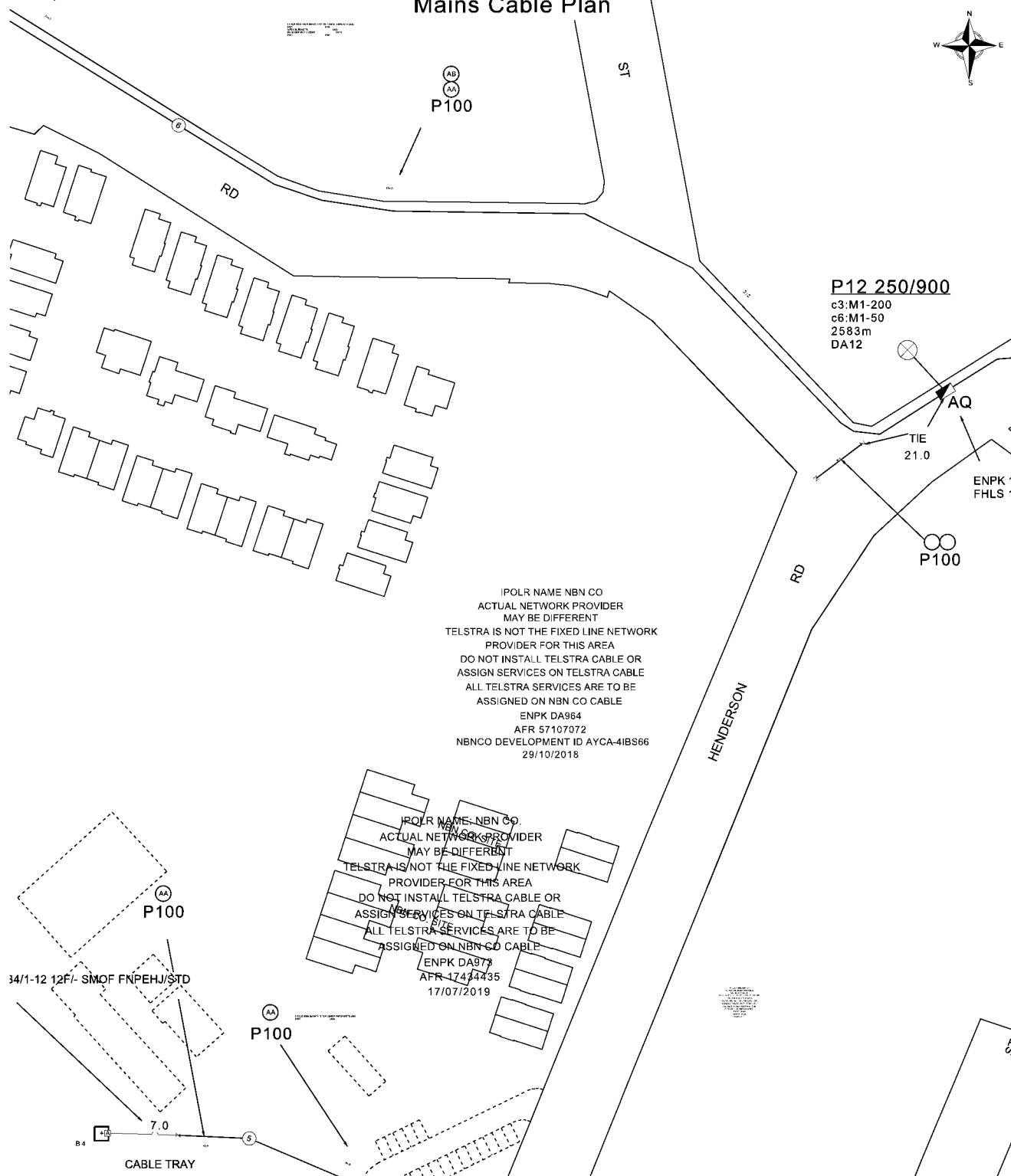
Protect our Network:

by maintaining the following distances from our assets:

- **1.0m Mechanical Excavators, Farm Ploughing, Tree Removal**
- **500mm Vibrating Plate or Wacker Packer Compactor**
- **600mm Heavy Vehicle Traffic (over 3 tonnes) not to be driven across Telstra ducts or plant.**
- **1.0m Jackhammers/Pneumatic Breakers**
- **2.0m Boring Equipment (in-line, horizontal and vertical)**



Mains Cable Plan



Report Damage: <https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra/>
 Ph - 13 22 03
 Email - Telstra.Plans@team.telstra.com
 Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries

TELSTRA LIMITED A.C.N. 086 174 781

Generated On 17/06/2026 11:47:15

Sequence Number: 274666043

CAUTION: Fibre optic and/ or major network present in plot area. Please read the Duty of Care and contact InfraCo Plan Services should you require any assistance.

The above plan must be viewed in conjunction with the Mains Cable Plan on the following page

WARNING

Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information.

As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D.

Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing it.

Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy.

Further on site investigation is required to validate the exact location of Telstra plant prior to commencing construction work.

A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the asset is protected during construction works.

See the Steps- Telstra Duty of Care that was provided in the email response.

This content was sent by email from NBN Co Qld in response to your Before You Dig enquiry.

Original subject	DBYD JOB:53448552 SEQ:274666038 - 18/33 HENDERSON ROAD , EVERTON HILLS , QLD , 4053 email(1/1)
Original sender	DONOTREPLY@nbnco.com.au
Received	17 Jun 2026 12:15:02pm AEST

Hi Soft Reg,

Please find attached the response to your DBYD referral for the address mentioned in the subject line.

The location shown in our DBYD response is assumed based off the information you have provided. If the location shown is different to the location of the excavation then this response will consequently be rendered invalid.

Take the time to read the response carefully and note that this information is only valid for 28 days after the date of issue.

If you have any further enquiries, please do not hesitate to contact us.

Regards,

Network Services and Operations

NBN Co Limited

P: 1800626329

E: dbyd@nbnco.com.au

www.nbnco.com.au

Confidentiality and Privilege Notice

This e-mail is intended only to be read or used by the addressee. It is confidential and may contain legally privileged information. If you are not the addressee indicated in this message (or responsible for delivery of the message to such person), you may not copy or deliver this message to anyone, and you should destroy this message and kindly notify the sender by reply e-mail. Confidentiality and legal privilege are not waived or lost by reason of mistaken delivery to you. Any views expressed in this message are those of the individual sender, except where the sender specifically states them to be the views of NBN Co Limited

Please Do Not Reply To This Mail



Working near **nbn**TM cables

nbn has partnered with Dial Before You Dig to give you a single point of contact to get information about **nbn** underground services owned by **nbn** and other utility/service providers in your area including communications, electricity, gas and other services. Contact with underground power cables and gas services can result in serious injury to the worker, and damage and costly repairs. You must familiarise yourself with all of the Referral Conditions (meaning the referral conditions referred to in the DBYD Notice provided by **nbn**).

Practice safe work habits

Once the DBYD plans are reviewed, the Five P's of Excavation should be adopted in conjunction with your safe work practices (which must be compliant with the relevant state Electrical Safety Act and Safe Work Australia "Excavation Work Code of Practice", as a minimum) to ensure the risk of any contact with underground **nbn** assets are minimised.



Plan: Plan your job by ensuring the plans received are current and apply to the work to be performed. Also check for any visual cues that may indicate the presence of services not covered in the DBYD plans.



Prepare: Prepare for your job by engaging a DBYD Certified Plant Locator to help interpret plans and identify on-site assets. Contact **nbn** should you require further assistance.



Pothole: Non-destructive potholing (i.e. hand digging or hydro excavation) should be used to positively locate **nbn** underground assets with minimal risk of contact and service damage.

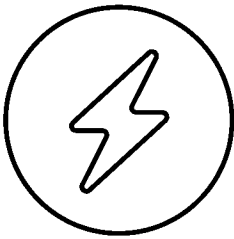
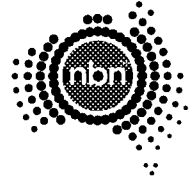


Protect: Protecting and supporting the exposed **nbn** underground asset is the responsibility of the worker. Exclusion zones for **nbn** assets are clearly stated in the plan and appropriate controls must be implemented to ensure that encroachment into the exclusion zone by machinery or activities with the potential to damage the asset is prevented.

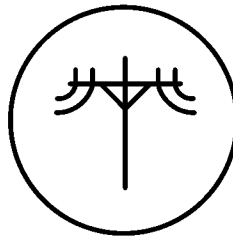


Proceed: Proceed only when the appropriate planning, preparation, potholing and protective measures are in place.

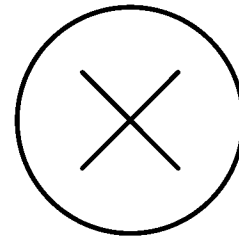
Working near **nbn**TM cables



Identify all electrical hazards, assess the risks and establish control measures.



When using excavators and other machinery, also check the location of overhead power lines.



Workers and equipment must maintain safety exclusion zones around power lines.

Once all work is completed, the excavation should be re-instated with the same type of excavated material unless specified by **nbn**. Please note:

- Construction Partners of **nbn** may require additional controls to be in place when performing excavation activities.
- The information contained within this pamphlet must be used in conjunction with other material supplied as part of this request for information to adequately control the risk of potential asset damage.

Contact

All **nbn**TM network facility damages must be reported online [here](#).
For enquiries related to your DBYD request please call 1800 626 329.

Disclaimer

This brochure is a guide only. It does not address all the matters you need to consider when working near our cables. You must familiarise yourself with other material provided (including the Referral Conditions) and make your own inquiries as appropriate.

nbn will not be liable or responsible for any loss, damage or costs incurred as a result of reliance on this brochure.

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To:

Phone:

Fax:

Email:

Soft Reg

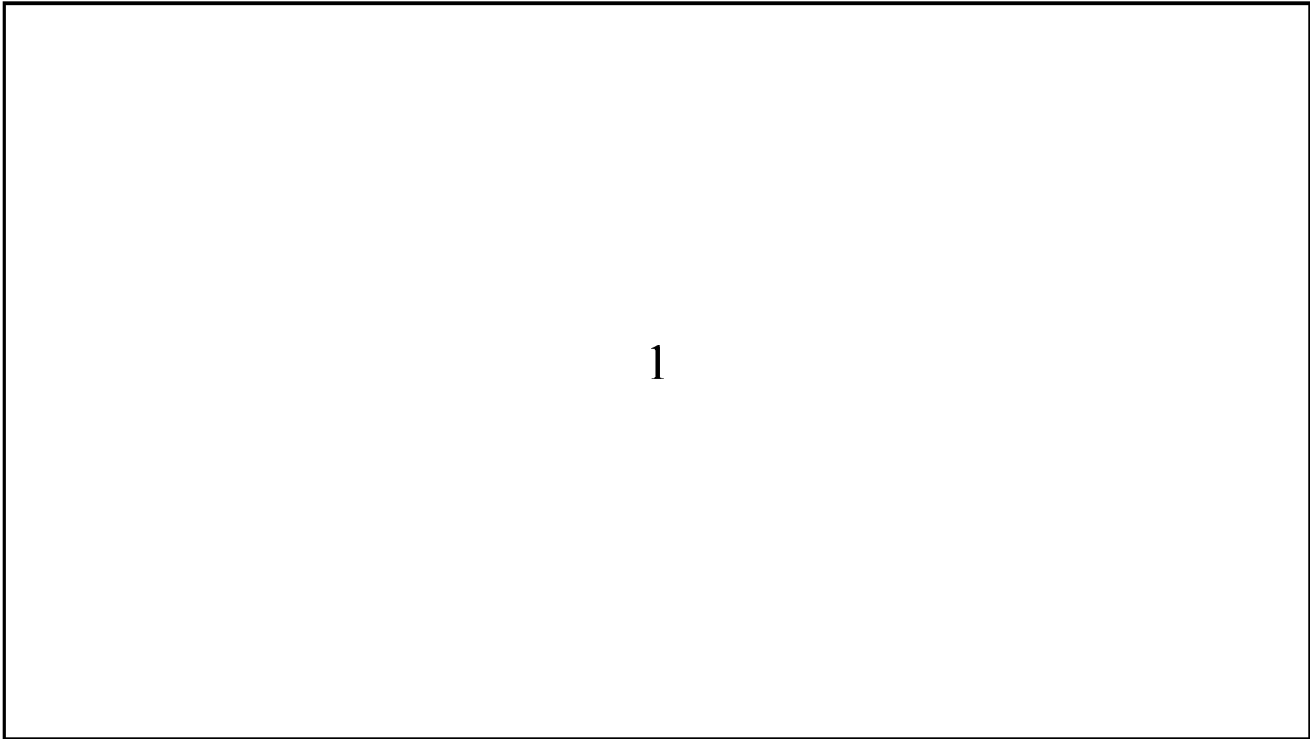
Not Supplied

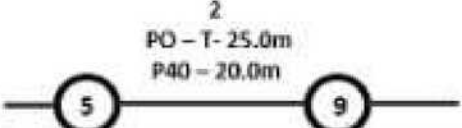
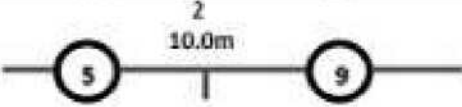
Not Supplied

Soft.Reg.3576757@mail.au.pac.pcgcs.com.au

Dial before you dig Job #:	53448552	 BEFORE YOU DIG www.byda.com.au Zero Damage - Zero Harm
Sequence #	274666038	
Issue Date:	17/06/2026	
Location:	18/33 HENDERSON ROAD , EVERTON HILLS , QLD , 4053	

Indicative Plans are tiled below to demonstrate how to layout and read nbn asset plans



 LEGEND 	
	Parcel and the location
	Pit with size "5"
	Power Pit with size "2E". Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null.
	Manhole
	Pillar
	Cable count of trench is 2. One "Other size" PVC conduit (PO) owned by Telstra (-T-), between pits of sizes, "5" and "9" are 25.0m apart. One 40mm PVC conduit (P40) owned by NBN, between pits of sizes, "5" and "9" are 20.0m apart.
	2 Direct buried cables between pits of sizes, "5" and "9" are 10.0m apart.
	Trench containing any INSERVICE/CONSTRUCTED (Copper/RF/Fibre) cables.
	Trench containing only DESIGNED/PLANNED (Copper/RF/Fibre/Power) cables.
	Trench containing any INSERVICE/CONSTRUCTED (Power) cables.
	Road and the street name "Broadway ST"
Scale	0 20 40 60 Meters 1:2000 1 cm equals 20 m



Emergency Contacts

You must immediately report any damage to the **nbn™** network that you are/become aware of. Notification may be by telephone - 1800 626 329.

To: Soft Reg
Phone: Not Supplied
Fax: Not Supplied
Email: Soft.Reg.3576757@mail.au.pac.pcgcs.com.au

Before You Dig Australia Job #:	53448552	 BEFORE YOU DIG www.byda.com.au Zero Damage - Zero Harm
Sequence #	274666038	
Issue Date:	17/06/2026	
Location:	18/33 HENDERSON ROAD , EVERTON HILLS , QLD , 4053	

Information

The area of interest requested by you contains one or more assets.

nbn™ Assets	Search Results
Communications	Asset identified
Electricity	No assets

In this notice **nbn™ Facilities** means *underground fibre optic, telecommunications and/or power facilities, including but not limited to cables, owned and controlled by nbn™*

Location of **nbn™** Underground Assets

We thank you for your enquiry. In relation to your enquiry at the above address:

- **nbn's** records indicate that there **ARE nbn™** Facilities in the vicinity of the location identified above ("Location").
- **nbn** indicative plan/s are attached with this notice ("Indicative Plans").
- The Indicative Plan/s show general depth and alignment information only and are not an exact, scale or accurate depiction of the location, depth and alignment of **nbn™** Facilities shown on the Plan/s.
- In particular, the fact that the Indicative Plans show that a facility is installed in a straight line, or at uniform depth along its length cannot be relied upon as evidence that the facility is, in fact, installed in a straight line or at uniform depth.
- You should read the Indicative Plans in conjunction with this notice and in particular, the notes below.
- You should note that, at the present time, the Indicative Plans are likely to be more accurate in showing location of fibre optics and telecommunications cables than power cables. There may be a variation between the line depicted on the Indicative Plans and the location of any power cables. As such, consistent with the notes below, particular care must be taken by you to make your own enquiries and investigations to precisely locate any power cables and manage the risk arising from such cables accordingly.
- The information contained in the Indicative Plan/s is valid for 28 days from the date of issue set out above. You are expected to make your own inquiries and perform your own investigations (including engaging appropriately qualified plant locators, e.g BYDA Certified Locators, at your cost to locate **nbn™** Facilities during any activities you carry out on site).

We thank you for your enquiry and appreciate your continued use of the Before You Dig Australia Service. For any enquiries related to moving assets or Planning and Design activities, please visit the **nbn Commercial Works** website to complete the online application form. If you are planning to excavate and require further information, please email dbyd@nbnc.com.au or call 1800 626 329.

Notes:

1. You are now aware that there are **nbn™** Facilities in the vicinity of the above property that could be damaged as a result activities carried out (or proposed to be carried out) by you in the vicinity of the Location.
2. You should have regard to section 474.6 and 474.7 of the *Criminal Code Act 1995* (CoA) which deals with the consequences of interfering or tampering with a telecommunications facility. Only persons authorised by **nbn** can interact with **nbn's** network facilities.
3. Any information provided is valid only for **28 days** from the date of issue set out above.

Referral Conditions

The following are conditions on which **nbn** provides you with the Indicative Plans. By accepting the plans, you are agreeing to these conditions. These conditions are in addition, and not in replacement of, any duties and obligations you have under applicable law.

1. **nbn** does not accept any responsibility for any inaccuracies of its plans including the Indicative Plans. You are expected to make your own inquiries and perform your own investigations (including engaging appropriately qualified plant locators, e.g BYDA Certified Locators, at your cost to locate **nbn™** Facilities during any activities you carry out on site).
2. You acknowledge that **nbn** has specifically notified you above that the Indicative Plans are likely to be more accurate in showing location of fibre optics and telecommunications cables than power cables. There may be a variation between the line depicted on the Indicative Plans and the location of any power cables.
3. You should not assume that **nbn™** Facilities follow straight lines or are installed at uniformed depths

along their lengths, even if they are indicated on plans provided to you. Careful onsite investigations are essential to locate the exact position of cables.

4. In carrying out any works in the vicinity of **nbn** Facilities, you must maintain the following minimum clearances:
 - 300mm when laying assets inline, horizontally or vertically.
 - 500mm when operating vibrating equipment, for example: jackhammers or vibrating plates.
 - 1000mm when operating mechanical excavators.
 - Adherence to clearances as directed by other asset owner's instructions and take into account any uncertainty for power cables.
5. You are aware that there are inherent risks and dangers associated with carrying out work in the vicinity of underground facilities (such as **nbn**™ fibre optic, copper and coaxial cables, and power cable feed to **nbn**™ assets). Damage to underground electric cables may result in:
 - Injury from electric shock or severe burns, with the possibility of death.
 - Interruption of the electricity supply to wide areas of the city.
 - Damage to your excavating plant.
 - Responsibility for the cost of repairs.
6. You must take all reasonable precautions to avoid damaging **nbn**™ Facilities. These precautions may include but not limited to the following:
 - All excavation sites should be examined for underground cables by careful hand excavation. Cable cover slabs if present must not be disturbed. Hand excavation needs to be undertaken with extreme care to minimise the likelihood of damage to the cable, for example: the blades of hand equipment should be aligned parallel to the line of the cable rather than digging across the cable.
 - If any undisclosed underground cables are located, notify **nbn** immediately.
 - All personnel must be properly briefed, particularly those associated with the use of earth-moving equipment, trenching, boring and pneumatic equipment.
 - The safety of the public and other workers must be ensured.
 - All excavations must be undertaken in accordance with all relevant legislation and regulations.
7. You will be responsible for all damage to **nbn**™ Facilities that are connected whether directly, or indirectly with work you carry out (or work that is carried out for you or on your behalf) at the Location. This will include, without limitation, all losses expenses incurred by **nbn** as a result of any such damage.
8. You must immediately report any damage to the **nbn**™ network that you are/become aware of. Notification may be by telephone - 1800 626 329.
9. Except to the extent that liability may not be capable of lawful exclusion, **nbn** and its servants and agents and the related bodies corporate of **nbn** and their servants and agents shall be under no liability whatsoever to any person for any loss or damage (including indirect or consequential loss or damage) however caused (including, without limitation, breach of contract negligence and/or breach of statute) which may be suffered or incurred from or in connection with this information sheet or any plans (including Indicative Plans) attached hereto. Except as expressly provided to the contrary in this information sheet or the attached plans (including Indicative Plans), all terms, conditions, warranties, undertakings or representations (whether expressed or implied) are excluded to the fullest extent permitted by law.

All works undertaken shall be in accordance with all relevant legislations, acts and regulations applicable to the particular state or territory of the Location. The following table lists all relevant documents that shall be considered and adhered to.

State/Territory	Documents
National	Work Health and Safety Act 2011
	Work Health and Safety Regulations 2011
	Safe Work Australia - Working in the Vicinity of Overhead and Underground Electric Lines (Draft)

	Occupational Health and Safety Act 1991
NSW	Electricity Supply Act 1995
	Work Cover NSW - Work Near Underground Assets Guide
	Work Cover NSW - Excavation Work: Code of Practice
VIC	Electricity Safety Act 1998
	Electricity Safety (Network Asset) Regulations 1999
QLD	Electrical Safety Act 2002
	Code of Practice for Working Near Exposed Live Parts
SA	Electricity Act 1996
TAS	Tasmanian Electricity Supply Industry Act 1995
WA	Electricity Act 1945
	Electricity Regulations 1947
NT	Electricity Reform Act 2005
	Electricity Reform (Safety and Technical) Regulations 2005
ACT	Electricity Act 1971

Thank You,

nbn BYDA

Date: 17/06/2026

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Vegetation management

PROPERTY REPORT

For Lot: 18 Plan: SP293780

17/06/2026

This publication has been compiled by the Department of Natural Resources and Mines, Manufacturing and Regional and Rural Development.

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Mapping versions

Vegetation mapping was released on 22 November 2023 and includes the most recent Queensland Herbarium scientific updates to the Regulated Vegetation Management Map, regional ecosystems, essential habitat, wetland and high-value regrowth mapping.

The Department of the Environment, Tourism, Science and Innovation have also updated their koala protection mapping to align with the Queensland Herbarium scientific updates.

The latest version (v10) of the Protected Plants Flora Survey Trigger Map (trigger map) was released on 6 September 2023.

Overview

Based on the lot on plan details you have supplied, this report provides the following detailed information:

Property details - information about the specified Lot on Plan, lot size, local government area, bioregion(s), subregion(s) and catchment(s);

Vegetation management framework - an explanation of the application of the framework and contact details for the Department of Natural Resources and Mines, Manufacturing and Regional and Rural Development which administers the framework;

Vegetation management framework details for the specified Lot on Plan including:

- the vegetation management categories on the property;
- the vegetation management regional ecosystems on the property;
- vegetation management watercourses or drainage features on the property;
- vegetation management wetlands on the property;
- vegetation management essential habitat on the property;
- whether any area management plans are associated with the property;
- whether the property is coastal or non-coastal; and
- whether the property is mapped as Agricultural Land Class A or B;

Protected plant framework - an explanation of the application of the framework and contact details for the Department of the Environment, Tourism, Science and Innovation who administer the framework, including:

- high risk areas on the protected plant flora survey trigger map for the property;

Koala protection framework - an explanation of the application of the framework and contact details for the Department of the Environment, Tourism, Science and Innovation who administer the framework; and

Koala protection framework details for the specified Lot on Plan including:

- the koala district the property is located in;
- koala priority areas on the property;
- core and locally refined koala habitat areas on the property;
- whether the lot is located in an identified koala broad-hectare area; and
- koala habitat regional ecosystems on the property for core koala habitat areas.

This information will assist you to determine your options for managing vegetation under:

- the vegetation management framework, which may include:

- exempt clearing work;
- accepted development vegetation clearing code;
- an area management plan;
- a development approval;

- the protected plant framework, which may include:

- the need to undertake a flora survey;
 - exempt clearing;
 - a protected plant clearing permit;
- the koala protection framework, which may include:
- exempted development;
 - a development approval;
 - the need to undertake clearing sequentially and in the presence of a koala spotter.

Other laws

The clearing of native vegetation is regulated by both Queensland and Australian legislation, and some local governments also regulate native vegetation clearing. You may need to obtain an approval or permit under another Act, such as the Commonwealth Government's *Environment Protection and Biodiversity Conservation Act 1999* (EPBC Act). Section 8 of this guide provides contact details of other agencies you should confirm requirements with, before commencing vegetation clearing.

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1. Property details

1.1 Tenure and title area

All of the lot, plan, tenure and title area information associated with property Lot: 18 Plan: SP293780 are listed in Table 1.

Table 1: Lot, plan, tenure and title area information for the property

Lot	Plan	Tenure	Property title area (sq metres)
0	SP293780	Freehold	5,210
18	SP293780	Freehold	164

The tenure of the land may affect whether clearing is considered exempt clearing work or may be carried out under an accepted development vegetation clearing code.

Does the property Lot: 18 Plan: SP293780 have a freehold tenure and is in the Wet Tropics of Queensland World Heritage Area?

No, this property is not located in the Wet Tropics of Queensland World Heritage Area.

1.2 Property location

Table 2 provides a summary of the locations for property Lot: 18 Plan: SP293780, in relation to natural and administrative boundaries.

Table 2: Property location details

Local Government(s)	Catchment(s)	Bioregion(s)	Subregion(s)
Moreton Bay City	Pine	Southeast Queensland	Burringbar - Conondale Ranges

2. Vegetation management framework (administered by the Department of Natural Resources and Mines, Manufacturing and Regional and Rural Development (NRMRRD))

The *Vegetation Management Act 1999* (VMA), the *Vegetation Management Regulation 2023*, the *Planning Act 2016* and the *Planning Regulation 2017*, in conjunction with associated policies and codes, form the Vegetation Management Framework.

The VMA does not apply to all land tenures or vegetation types. State forests, national parks, forest reserves and some tenures under the *Forestry Act 1959* and *Nature Conservation Act 1992* are not regulated by the VMA. Managing or clearing vegetation on these tenures may require approvals under these laws.

The following native vegetation is not regulated under the VMA but may require permit(s) under other laws:

- grass or non-woody herbage;
- a plant within a grassland regional ecosystem identified in the Vegetation Management Regional Ecosystem Description Database (VM REDD) as having a grassland structure; and
- a mangrove.

2.1 Exempt clearing work

Exempt clearing work is an activity for which you do not need to notify the Department of Natural Resources and Mines, Manufacturing and Regional and Rural Development or obtain an approval under the vegetation management framework. Exempt clearing work was previously known as exemptions.

In areas that are mapped as Category X (white in colour) on the regulated vegetation management map (see section 4.1), and where the land tenure is freehold, indigenous land and leasehold land for agriculture and grazing purposes, the clearing of vegetation is considered exempt clearing work and does not require notification or development approval under the vegetation management framework. For all other land tenures, contact the Department of Natural Resources and Mines, Manufacturing and Regional and Rural Development before commencing clearing to ensure that the proposed activity is exempt clearing work.

A range of routine property management activities are considered exempt clearing work. A list of exempt clearing work is available at

<https://www.qld.gov.au/environment/land/management/vegetation/clearing-approvals/exemptions/>.

Exempt clearing work may be affected if the proposed clearing area is subject to development approval conditions, a covenant, an environmental offset, an exchange area, a restoration notice, or an area mapped as Category A. Exempt clearing work may require approval under other Commonwealth, State or Local Government laws, or local government planning schemes. Contact the Department of Natural Resources and Mines, Manufacturing and Regional and Rural Development prior to clearing in any of these areas.

2.2 Accepted development vegetation clearing codes

Some clearing activities can be undertaken under an accepted development vegetation clearing code. The codes can be downloaded at

<https://www.qld.gov.au/environment/land/management/vegetation/clearing-approvals/codes/>

If you intend to clear vegetation under an accepted development vegetation clearing code, you must notify the Department of Natural Resources and Mines, Manufacturing and Regional and Rural Development before commencing. The information in this report will assist you to complete the online notification form.

You can complete the online form at
<https://vegetation-apps.nrmrrd.qld.gov.au>

2.3 Area management plans

Area Management Plans (AMP) provide an alternative approval system for vegetation clearing under the vegetation management framework. They list the purposes and clearing conditions that have been approved for the areas covered by the plan. It is not necessary to use an AMP, even when an AMP applies to your property.

On 8 March 2020, AMPs ended for fodder harvesting, managing thickened vegetation and managing encroachment. New notifications cannot be made for these AMPs. You will need to consider options for fodder harvesting, managing thickened vegetation or encroachment under a relevant accepted development vegetation clearing code or apply for a development approval.

New notifications can be made for all other AMPs. These will continue to apply until their nominated end date.

If an Area Management Plan applies to your property for which you can make a new notification, it will be listed in Section 3.7 of this report. Before clearing under one of these AMPs, you must first notify the Department of Natural Resources and Mines, Manufacturing and Regional and Rural Development and then follow the conditions and requirements listed in the AMP.

<https://www.qld.gov.au/environment/land/management/vegetation/clearing-approvals/area-management-plans>

2.4 Development approvals

If under the vegetation management framework your proposed clearing is not exempt clearing work, or is not permitted under an accepted development vegetation clearing code, or an AMP, you may be able to apply for a development approval. Information on how to apply for a development approval is available at

<https://www.qld.gov.au/environment/land/management/vegetation/clearing-approvals/development>

2.5. Contact information for NRMMRRD

For further information on the vegetation management framework:

Phone 135VEG (135 834)

Email vegetation@nrmmrrd.qld.gov.au

Visit <https://www.nrmmrrd.qld.gov.au/land-property/forms/enquiry-form> to submit an online enquiry.

3. Vegetation management framework for Lot: 18 Plan: SP293780

3.1 Vegetation categories

The vegetation categories on your property are shown on the regulated vegetation management map in section 4.1 of this report. A summary of vegetation categories on the subject lot are listed in Table 3. Descriptions for these categories are shown in Table 4.

Table 3: Vegetation categories for subject property

Vegetation category	Area (ha)
Category X	less than 0.01

Table 4: Description of vegetation categories

Category	Colour on Map	Description	Requirements / options under the vegetation management framework
A	red	Compliance areas, environmental offset areas and voluntary declaration areas	Special conditions apply to Category A areas. Before clearing, contact the Department of Natural Resources and Mines, Manufacturing and Regional and Rural Development to confirm any requirements in a Category A area.
B	dark blue	Remnant vegetation areas	Exempt clearing work, or notification and compliance with accepted development vegetation clearing codes, area management plans or development approval.
C	light blue	High-value regrowth areas	Exempt clearing work, or notification and compliance with managing Category C regrowth vegetation accepted development vegetation clearing code.
R	yellow	Regrowth within 50m of a watercourse or drainage feature in the Great Barrier Reef catchment areas	Exempt clearing work, or notification and compliance with managing Category R regrowth accepted development vegetation clearing code or area management plans.
X	white	Clearing on freehold land, indigenous land and leasehold land for agriculture and grazing purposes is considered exempt clearing work under the vegetation management framework. Contact the Department to clarify whether a development approval is required for other State land tenures.	No permit or notification required on freehold land, indigenous land and leasehold land for agriculture and grazing. A development approval may be required for some State land tenures.

3.2 Property Map of Assessable Vegetation (PMAV)

There is no Property Map of Assessable Vegetation (PMAV) present on this property.

3.3 Regional ecosystems

The endangered, of concern and least concern regional ecosystems on your property are shown on the vegetation management supporting map in section 4.2 and are listed in Table 5.

A description of regional ecosystems can be accessed online at <https://www.qld.gov.au/environment/plants-animals/plants/ecosystems/descriptions/>

Table 5: Regional ecosystems present on subject property

Regional Ecosystem	VMA Status	Category	Area (Ha)	Short Description	Structure Category
non-rem	None	X	0.01	None	None

Please note:

1. All area and area derived figures included in this table have been calculated via reprojecting relevant spatial features to Albers equal-area conic projection (central meridian = 146, datum Geocentric Datum of Australia 1994). As a result, area figures may differ slightly if calculated for the same features using a different co-ordinate system.
2. If Table 5 contains a Category 'plant', please be aware that this refers to 'plantations' such as forestry, and these areas are considered non-remnant under the VMA.

The VMA status of the regional ecosystem (whether it is endangered, of concern or least concern) also determines if any of the following are applicable:

- exempt clearing work;
- accepted development vegetation clearing codes;
- performance outcomes in State Code 16 of the State Development Assessment Provisions (SDAP).

3.4 Watercourses

Vegetation management watercourses and drainage features for this property are shown on the vegetation management supporting map in section 4.2.

3.5 Wetlands

There are no vegetation management wetlands present on this property.

3.6 Essential habitat

Under the VMA, essential habitat for protected wildlife is native wildlife prescribed under the *Nature Conservation Act 1992* (NCA) as critically endangered, endangered, vulnerable or near-threatened wildlife.

Essential habitat for protected wildlife includes suitable habitat on the lot, or where a species has been known to occur up to 1.1 kilometres from a lot on which there is assessable vegetation. These important habitat areas are protected under the VMA.

Any essential habitat on this property will be shown as blue hatching on the vegetation supporting map in section 4.2.

If essential habitat is identified on the lot, information about the protected wildlife species is provided in Table 6 below. The numeric labels on the vegetation management supporting map can be cross referenced with Table 6 to outline the essential habitat factors for that particular species. There may be essential habitat for more than one species on each lot, and areas of Category A, Category B and Category C can be mapped as Essential Habitat.

Essential habitat is compiled from a combination of species habitat models and buffered species records. Regional ecosystem is a mandatory essential habitat factor, unless otherwise stated. Essential habitat, for protected wildlife, means an area of vegetation shown on the Regulated Vegetation Management Map -

- 1) that has at least 3 essential habitat factors for the protected wildlife that must include any essential habitat factors that are stated as mandatory for the protected wildlife in the essential habitat database. Essential habitat factors are comprised of - regional ecosystem (mandatory for most species), vegetation community, altitude, soils, position in landscape; or
- 2) in which the protected wildlife, at any stage of its life cycle, is located.

If there is no essential habitat mapping shown on the vegetation management supporting map for this lot, and there is no table in the sections below, it confirms that there is no essential habitat on the lot.

Category A and/or Category B and/or Category C

Table 6: Essential habitat in Category A and/or Category B and/or Category C

No records

3.7 Area Management Plan(s)

Nil

3.8 Coastal or non-coastal

For the purposes of the accepted development vegetation clearing codes and State Code 16 of the State Development Assessment Provisions (SDAP), this property is regarded as*

Coastal

*See also Map 4.3

3.9 Agricultural Land Class A or B

The following can be used to identify Agricultural Land Class A or B areas under the "Managing regulated regrowth vegetation" accepted development vegetation clearing code:

Does this lot contain land that is mapped as Agricultural Land Class A or B in the State Planning Interactive Mapping System?

No Class A

No Class B

Note - This confirms Agricultural Land Classes as per the State Planning Interactive Mapping System only. This response does not include Agricultural Land Classes identified under local government planning schemes. For further information, check the Planning Scheme for your local government area.

See Map 4.4 to identify the location and extent of Class A and/or Class B Agricultural land on Lot: 18 Plan: SP293780.

4. Vegetation management framework maps

Vegetation management maps included in this report may also be requested individually at:
<https://www.qld.gov.au/environment/land/management/vegetation/maps/map-request>

Regulated vegetation management map

The regulated vegetation management map shows vegetation categories needed to determine clearing requirements. These maps are updated monthly to show new property maps of assessable vegetation (PMAV).

Vegetation management supporting map

The vegetation management supporting map provides information on regional ecosystems, wetlands, watercourses and essential habitat.

Coastal/non-coastal map

The coastal/non-coastal map confirms whether the lot, or which parts of the lot, are considered coastal or non-coastal for the purposes of the accepted development vegetation clearing codes and State Code 16 of the State Development Assessment Provisions (SDAP).

Agricultural Land Class A or B as per State Planning Policy: State Interest for Agriculture

The Agricultural Land Class map confirms the location and extent of land mapped as Agricultural Land Classes A or B as identified on the State Planning Interactive Mapping System. Please note that this map does not include areas identified as Agricultural Land Class A or B in local government planning schemes. This map can be used to identify Agricultural Land Class A or B areas under the "Managing regulated regrowth vegetation" accepted development vegetation clearing code.

4.1 Regulated vegetation management map



Regulated Vegetation Management Map



Queensland Government

Category A area (Vegetation offsets/compliance notices/VDecs)

Category B area (Remnant vegetation)

Category C area (High-value regrowth vegetation)

Category R area (Reef regrowth watercourse vegetation)

Category X area (Exempt clearing work on Freehold, Indigenous and Leasehold land)

Water

Other land parcel boundaries

Selected Lot and Plan

LOCALITY DIAGRAM



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Additional information required for the assessment of vegetation values is provided in the accompanying "Vegetation Management Supporting map". For further information go to the web site: www.nrm.mrd.qld.gov.au or contact the Department of Natural Resources and Mines, Manufacturing and Regional and Rural Development.

Digital data for the regulated vegetation management map is available from the Queensland Spatial Portal at <https://qldspatial.information.qld.gov.au/>

Land parcel boundaries are provided as locational aid only.

This map is updated on a monthly basis to ensure new Property Maps of Assessable Vegetation (PMAV) are included as they are approved.

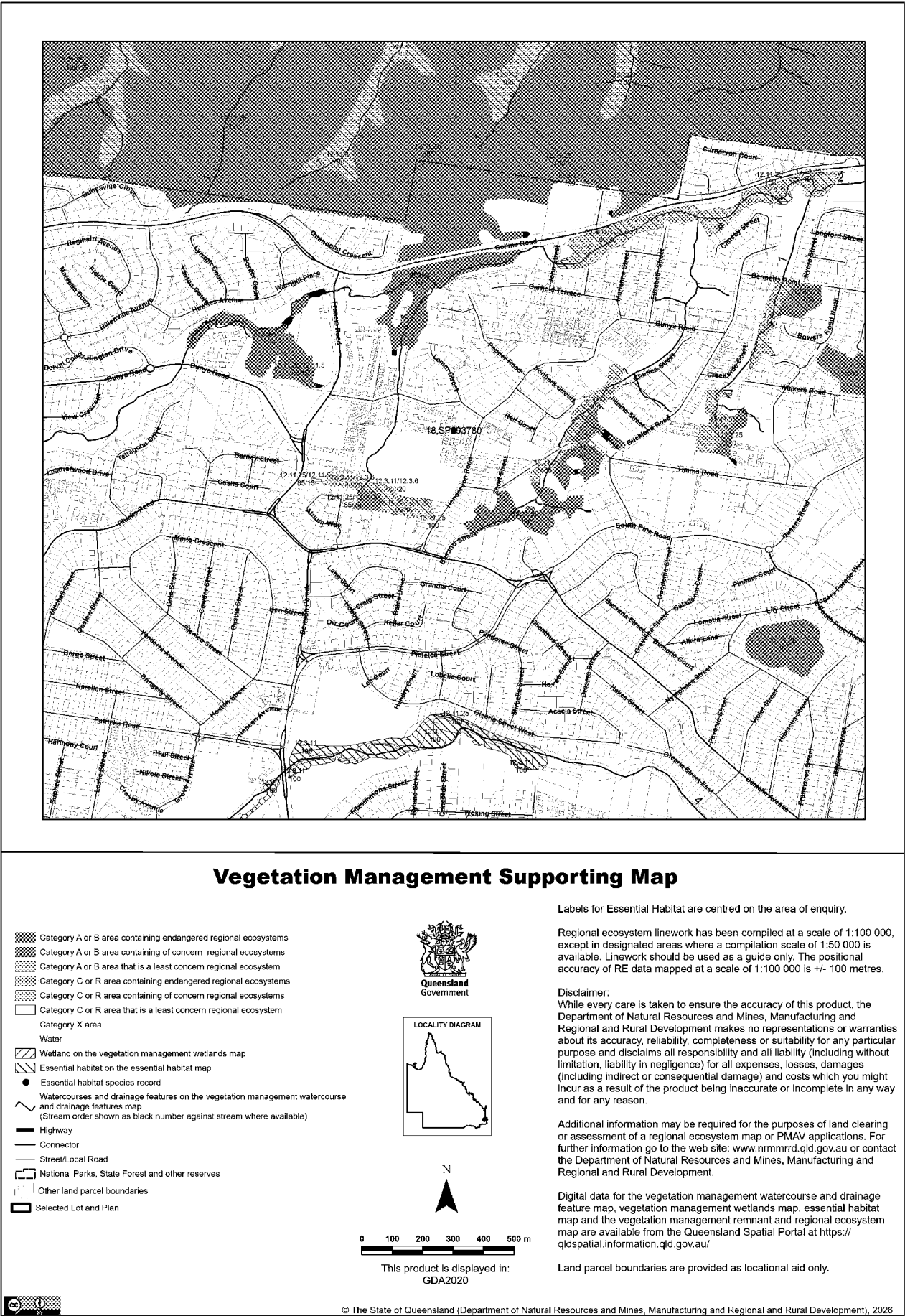
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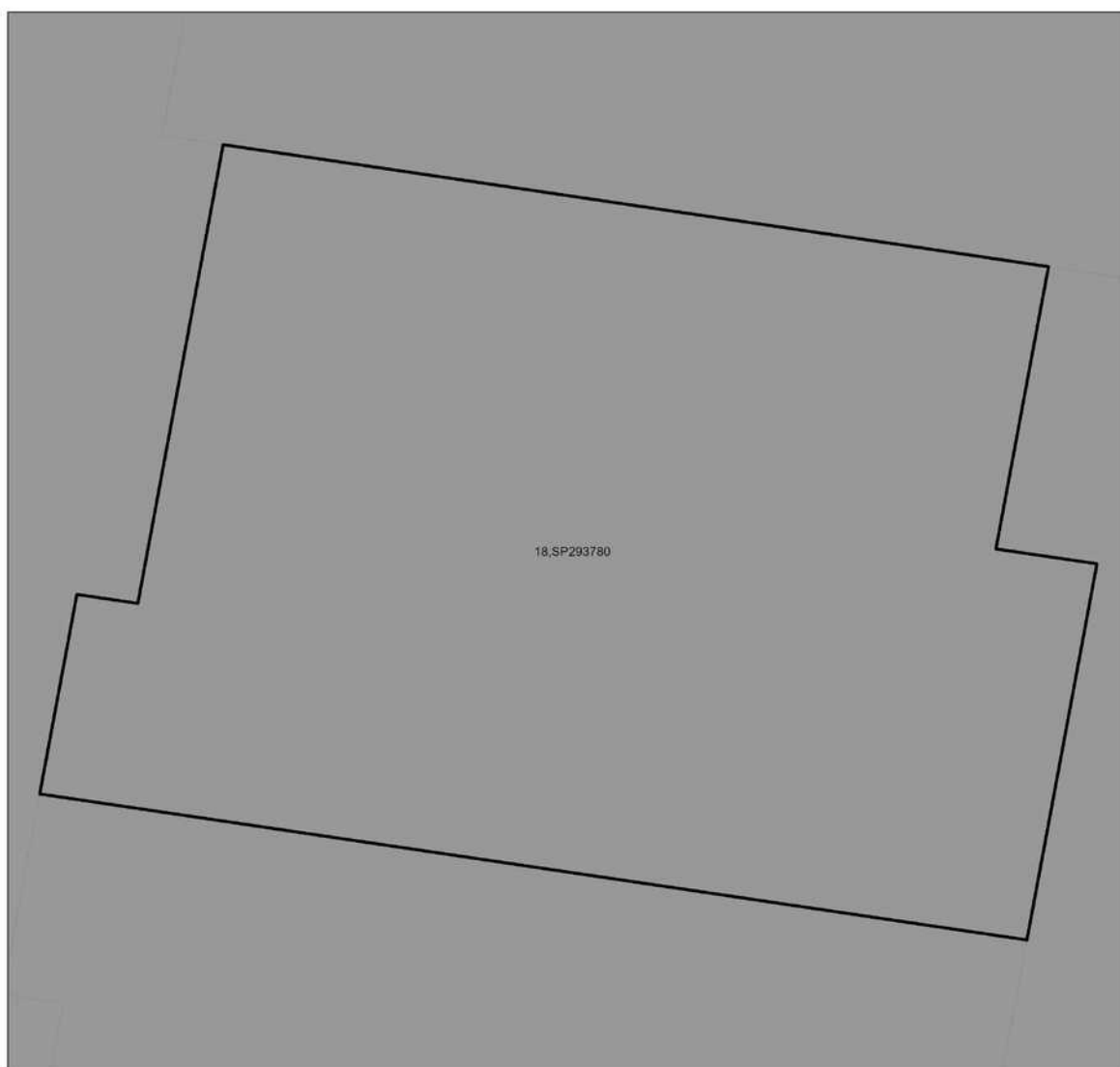


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4.2 Vegetation management supporting map

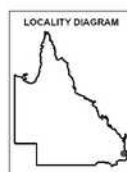


4.3 Coastal/non-coastal map



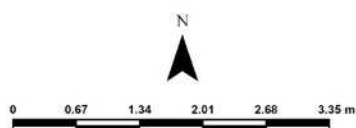
Coastal/Non Coastal Map

-  Coastal
-  Non Coastal
-  Other land parcel boundaries
-  Selected Lot and Plan



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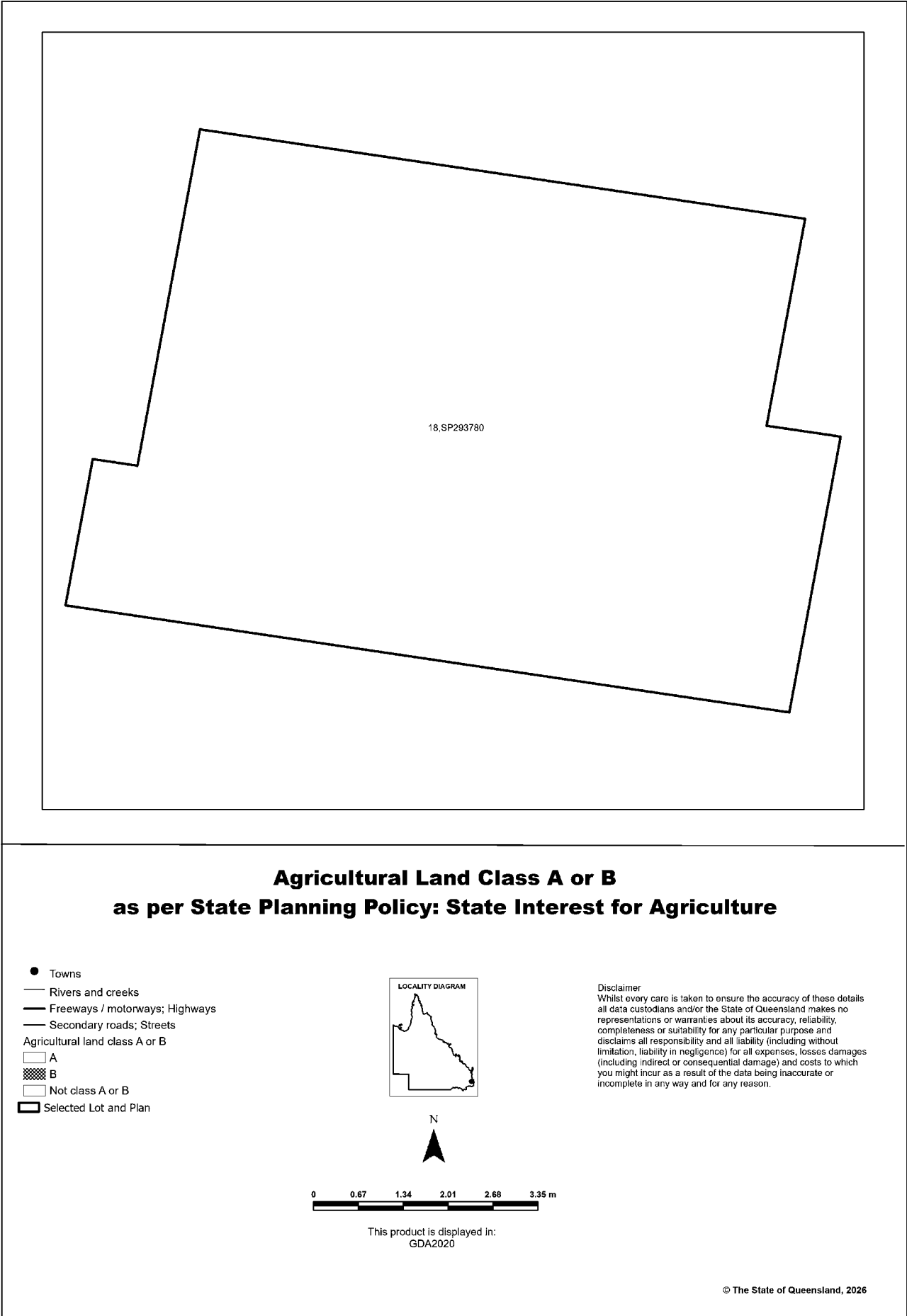
Land parcel boundaries shown are provided as a locational aid only.



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4.4 Agricultural Land Class A or B as per State Planning Policy: State Interest for Agriculture



5. Protected plants framework (administered by the Department of the Environment, Tourism, Science and Innovation(DETSI))

In Queensland, all plants that are native to Australia are protected plants under the *Nature Conservation Act 1992* (NCA). The NCA regulates the clearing of protected plants 'in the wild' (see Operational policy: When a protected plant in Queensland is considered to be 'in the wild') that are listed as critically endangered, endangered, vulnerable or near threatened under the Act.

Please note that the protected plant clearing framework applies irrespective of the classification of the vegetation under the *Vegetation Management Act 1999* and any approval or exemptions given under another Act, for example, the *Vegetation Management Act 1999* or *Planning Regulation 2017*.

5.1 Clearing in high risk areas on the flora survey trigger map

The flora survey trigger map identifies high-risk areas for threatened and near threatened plants. These are areas where threatened or near threatened plants are known to exist or are likely to exist based on the habitat present. The flora survey trigger map for this property is provided in section 5.5.

If you are proposing to clear an area shown as high risk on the flora survey trigger map, a flora survey of the clearing impact area must be undertaken by a suitably qualified person in accordance with the Flora survey guidelines. The main objective of a flora survey is to locate any threatened or near threatened plants that may be present in the clearing impact area.

If the flora survey identifies that threatened or near threatened plants are not present within the clearing impact area or clearing within 100m of Endangered, Vulnerable, Near-Threatened (EVNT) plants can be avoided, the clearing activity is exempt from a permit. An exempt clearing notification form must be submitted to the Department of the Environment, Tourism, Science and Innovation, with a copy of the flora survey report, at least one week prior to clearing.

If the flora survey identifies that threatened or near threatened plants are present in, or within 100m of, the area to be cleared, a clearing permit is required before any clearing is undertaken. The flora survey report, as well as an impact management report, must be submitted with the clearing permit application form.

5.2 Clearing outside high risk areas on the flora survey trigger map

In an area other than a high risk area, a clearing permit is only required where a person is, or becomes aware that threatened or near threatened plants are present in, or within 100m of, the area to be cleared. You must keep a copy of the flora survey trigger map for the area subject to clearing for five years from the day the clearing starts. If you do not clear within the 12 month period that the flora survey trigger map was printed, you need to print and check a new flora survey trigger map.

5.3 Exemptions

Many activities are 'exempt' under the protected plant clearing framework, which means that clearing of native plants that are in the wild can be undertaken for these activities with no need for a flora survey or a protected plant clearing permit. The Information sheet - General exemptions for the take of protected plants provides some of these exemptions.

Some exemptions under the NCA are the same as exempt clearing work (formerly known as exemptions) under the *Vegetation Management Act 1999* (i.e. listed in Schedule 21 of the Planning Regulations 2017) while some are different.

5.4 Contact information for DETSI

For further information on the protected plants framework:

Phone 1300 130 372 (and select option four)

Email palm@detsi.qld.gov.au

Visit <https://www.qld.gov.au/environment/plants-animals/plants/protected-plants>

5.5 Protected plants flora survey trigger map

This map included may also be requested individually at: <https://apps.des.qld.gov.au/map-request/flora-survey-trigger/>.

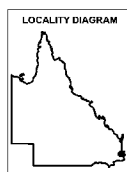
Updates to the data informing the flora survey trigger map

The flora survey trigger map will be reviewed, and updated if necessary, at least every 12 months to ensure the map reflects the most up-to-date and accurate data available.

Species information

Please note that flora survey trigger maps do not identify species associated with 'high risk areas'. While some species information may be publicly available, for example via the [Queensland Spatial Catalogue](#), the Department of the Environment, Tourism, Science and Innovation does not provide species information on request. Regardless of whether species information is available for a particular high risk area, clearing plants in a high risk area may require a flora survey and/or clearing permit. Please see the Department of the Environment, Tourism, Science and Innovation webpage on the [clearing of protected plants](#) for more information.

 High risk area
 Other land parcel boundaries
 Freeways / motorways / highways
 Secondary roads / streets
 Selected Lot and Plan



This map shows areas where particular provisions of the Nature Conservation Act 1992 apply to the clearing of protected plants.

Land parcel boundaries are provided as locational aid only.

This map is produced at a scale relevant to the size of the area selected and should be printed as A4 size in portrait orientation.

For further information or assistance with interpretation of this product, please contact the Department of the Environment, Tourism, Science and Innovation at palm@detsi.qld.gov.au

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6. Koala protection framework (administered by the Department of the Environment, Tourism, Science and Innovation(DETSI))

The koala (*Phascolarctos cinereus*) is listed in Queensland as endangered by the Queensland Government under *Nature Conservation Act 1992* and by the Australian Government under the *Environment Protection and Biodiversity Conservation Act 1999*.

The Queensland Government's koala protection framework is comprised of the *Nature Conservation Act 1992*, the *Nature Conservation (Animals) Regulation 2020*, the *Nature Conservation (Koala) Conservation Plan 2017*, the *Planning Act 2016* and the *Planning Regulation 2017*.

6.1 Koala mapping

6.1.1 Koala districts

The parts of Queensland where koalas are known to occur has been divided into three koala districts - koala district A, koala district B and koala district C. Each koala district is made up of areas with comparable koala populations (e.g. density, extent and significance of threatening processes affecting the population) which require similar management regimes.

Section 7.1 identifies which koala district your property is located in.

6.1.2 Koala habitat areas

Koala habitat areas are areas of vegetation that have been determined to contain koala habitat that is essential for the conservation of a viable koala population in the wild based on the combination of habitat suitability and biophysical variables with known relationships to koala habitat (e.g. landcover, soil, terrain, climate and ground water). In order to protect this important koala habitat, clearing controls have been introduced into the *Planning Regulation 2017* for development in koala habitat areas.

Please note that koala habitat areas only exist in koala district A which is the South East Queensland "Shaping SEQ" Regional Plan area. These areas include the local government areas of Brisbane, Gold Coast, Logan, Lockyer Valley, Ipswich, Moreton Bay, Noosa, Redland, Scenic Rim, Somerset, Sunshine Coast and Toowoomba (urban extent).

There are two different categories of koala habitat area (core koala habitat area and locally refined koala habitat), which have been determined using two different methodologies. These methodologies are described in the document [Spatial modelling in South East Queensland](#).

Section 7.2 shows any koala habitat area that exists on your property.

Under the *Nature Conservation (Koala) Conservation Plan 2017*, an owner of land (or a person acting on the owner's behalf with written consent) can request to make, amend or revoke a koala habitat area determination if they believe, on reasonable grounds, that the existing determination for all or part of their property is incorrect.

More information on requests to make, amend or revoke a koala habitat area determination can be found in the document [Guideline - Requests to make, amend or revoke a koala habitat area determination](#).

The koala habitat area map will be updated at least annually to include any koala habitat areas that have been made, amended or revoked.

Changes to the koala habitat area map which occur between annual updates because of a request to make, amend or revoke a koala habitat area determination can be viewed on the register of approved requests to make, amend or revoke a koala habitat area available at: <https://environment.des.qld.gov.au/wildlife/animals/living-with/koalas/mapping/koalamaps>. The register includes the lot on plan for the change, the date the decision was made and the map issued to the landholder that shows areas determined to be koala habitat areas.

6.1.3 Koala priority areas

Koala priority areas are large, connected areas that have been determined to have the highest likelihood of achieving conservation outcomes for koalas based on the combination of habitat suitability, biophysical variables with known relationships to koala habitat (e.g. landcover, soil, terrain, climate and ground water) and a koala conservation cost benefit analysis.

Conservation efforts will be prioritised in these areas to ensure the conservation of viable koala populations in the wild

including a focus on management (e.g. habitat protection, habitat restoration and threat mitigation) and monitoring. This includes a prohibition on clearing in koala habitat areas that are in koala priority areas under the Planning Regulation 2017 (subject to some exemptions).

Please note that koala priority areas only exist in koala district A which is the South East Queensland "Shaping SEQ" Regional Plan area. These areas include the local government areas of Brisbane, Gold Coast, Logan, Lockyer Valley, Ipswich, Moreton Bay, Noosa, Redland, Scenic Rim, Somerset, Sunshine Coast and Toowoomba (urban extent).

Section 7.2 identifies if your property is in a koala priority area.

6.1.4 Identified koala broad-hectare areas

There are seven identified koala broad-hectare areas in SEQ. These are areas of koala habitat that are located in areas committed to meet development targets in the SEQ Regional Plan to accommodate SEQ's growing population including bring-forward Greenfield sites under the Queensland Housing Affordability Strategy and declared master planned areas under the repealed *Sustainable Planning Act 2009* and the repealed *Integrated Planning Act 1997*.

Specific assessment benchmarks apply to development applications for development proposed in identified koala broad-hectare areas to ensure koala conservation measures are incorporated into the proposed development.

Section 7.2 identifies if your property is in an identified koala broad-hectare area.

6.2 Koala habitat planning controls

On 7 February 2020, the Queensland Government introduced new planning controls to the Planning Regulation 2017 to strengthen the protection of koala habitat in South East Queensland (i.e. koala district A).

More information on these planning controls can be found here:

<https://environment.des.qld.gov.au/wildlife/animals/living-with/koalas/mapping/legislation-policy>.

As a high-level summary, the koala habitat planning controls make:

- development that involves interfering with koala habitat (defined below) in an area that is both a koala priority area and a koala habitat area, prohibited development (i.e. development for which a development application cannot be made);
- development that involves interfering with koala habitat (defined below) in an area that is a koala habitat area but is not a koala priority area, assessable development (i.e. development for which development approval is required); and
- development that is for extractive industries where the development involves interfering with koala habitat (defined below) in an area that is both a koala habitat area and a key resource area, assessable development (i.e. development for which development approval is required).

Interfering with koala habitat means:

1. Removing, cutting down, ringbarking, pushing over, poisoning or destroying in anyway, including by burning, flooding or draining native vegetation in a koala habitat area; but
2. Does not include destroying standing vegetation stock or lopping a tree.

However, these planning controls do not apply if the development is exempted development as defined in Schedule 24 of the Planning Regulation 2017. More information on exempted development can be found here:

<https://environment.des.qld.gov.au/wildlife/animals/living-with/koalas/mapping/legislation-policy>.

There are also assessment benchmarks that apply to development applications for:

- building works, operational works, material change of use or reconfiguration of a lot where:

- the local government planning scheme makes the development assessable;
- the premises includes an area that is both a koala priority area and a koala habitat area; and
- the development does not involve interfering with koala habitat (defined above); and

- development in identified koala broad-hectare areas.

The Guideline - Assessment Benchmarks in relation to Koala Habitat in South East Queensland assessment benchmarks outlines these assessment benchmarks, the intent of these assessment benchmarks and advice on how proposed development may meet these assessment benchmarks.

6.3 Koala Conservation Plan clearing requirements

Section 10 and 11 of the Nature Conservation (Koala) Conservation Plan 2017 prescribes requirements that must be met when clearing koala habitat in koala district A and koala district B.

These clearing requirements are independent to the koala habitat planning controls introduced into the Planning Regulation 2017, which means they must be complied with irrespective of any approvals or exemptions offered under other legislation.

Unlike the clearing controls prescribed in the Planning Regulation 2017 that are to protect koala habitat, the clearing requirements prescribed in the Nature Conservation (Koala) Conservation Plan 2017 are in place to prevent the injury or death of koalas when koala habitat is being cleared.

6.4 Contact information for DETSI

For further information on the koala protection framework:

Phone 13 QGOV (13 74 68)

Email koala.assessment@detsi.qld.gov.au

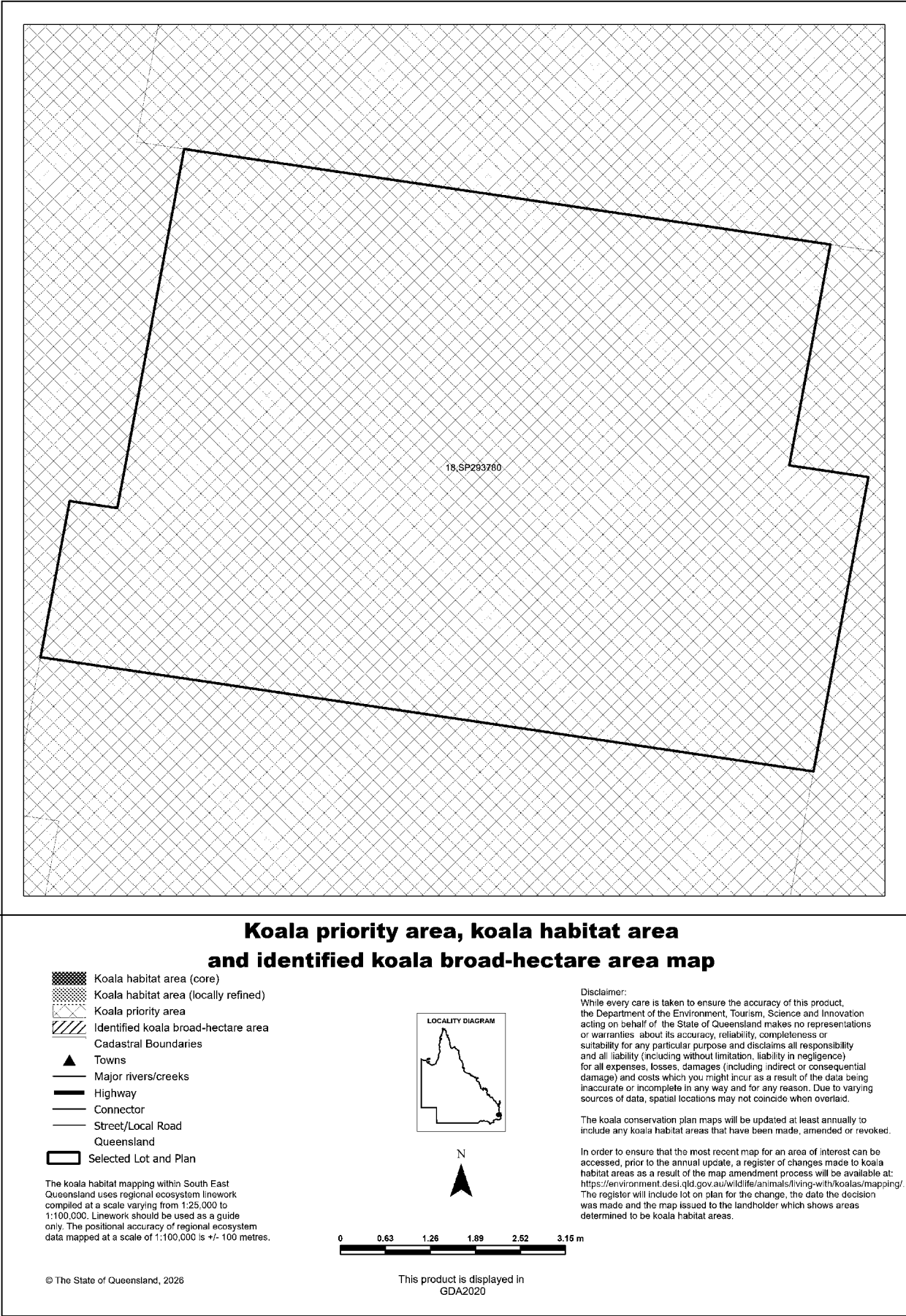
Visit <https://environment.desi.qld.gov.au/wildlife/animals/living-with/koalas/mapping>

7. Koala protection framework details for Lot: 18 Plan: SP293780

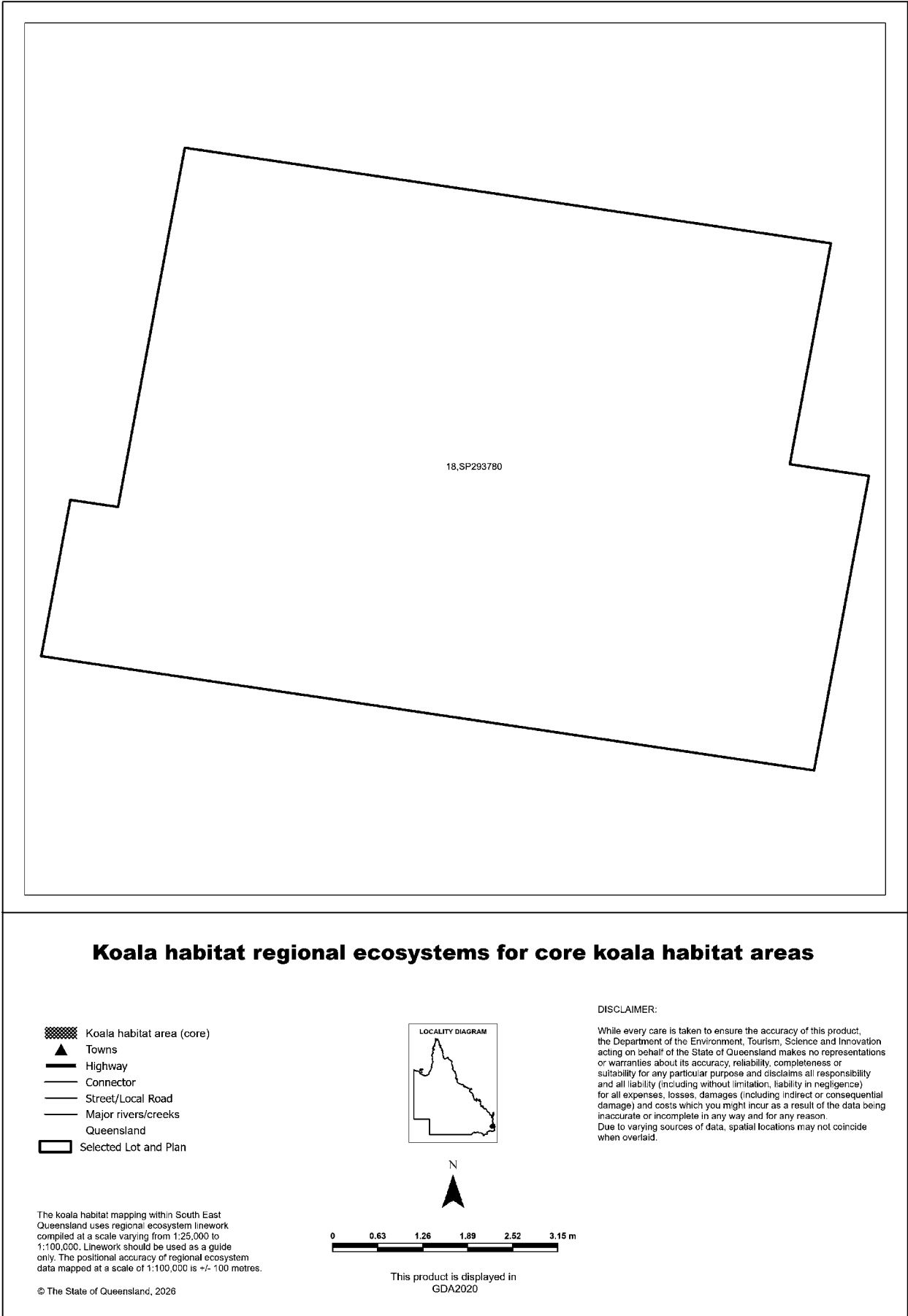
7.1 Koala districts

Koala District A

7.2 Koala priority area, koala habitat area and identified koala broad-hectare area map



7.3 Koala habitat regional ecosystems for core koala habitat areas



8. Other relevant legislation contacts list

Activity	Legislation	Agency	Contact details
Interference with overland flow	<i>Water Act 2000</i>	Department of Local Government, Water and Volunteers	Ph: 13 QGOV (13 74 68) www.dlgwv.qld.gov.au
Earthworks, significant disturbance	<i>Soil Conservation Act 1986</i>	Queensland Department of Natural Resources and Mines, Manufacturing and Regional and Rural Development	Ph: 13 QGOV (13 74 68) www.nrmmrd.qld.gov.au
Fire Permits	<i>Fire Services Act 1990</i>	Queensland Fire Department	Ph: 13 QGOV (13 74 68) www.fire.qld.gov.au
Indigenous Cultural Heritage	<i>Aboriginal Cultural Heritage Act 2003</i> <i>Torres Strait Islander Cultural Heritage Act 2003</i>	Queensland Department of Women, Aboriginal and Torres Strait Islander Partnerships and Multiculturalism	Ph: 13 QGOV (13 74 68) www.tatsipca.qld.gov.au
Mining and environmentally relevant activities Infrastructure development (coastal) Heritage issues	<i>Environmental Protection Act 1994</i> <i>Coastal Protection and Management Act 1995</i> <i>Queensland Heritage Act 1992</i>	Queensland Department of the Environment, Tourism, Science and Innovation	Ph: 13 QGOV (13 74 68) www.detsi.qld.gov.au
Protected plants and protected areas	<i>Nature Conservation Act 1992</i> <i>Planning Act 2016</i>	Queensland Department of the Environment, Tourism, Science and Innovation	Ph: 1300 130 372 (option 4) palm@detsi.qld.gov.au www.detsi.qld.gov.au
Koala mapping and regulations	<i>Nature Conservation Act 1992</i>	Queensland Department of the Environment, Tourism, Science and Innovation	Ph: 13 QGOV (13 74 68) Koala.assessment@detsi.qld.gov.au
Interference with fish passage in a watercourse, mangroves Forestry activities	<i>Fisheries Act 1994</i> <i>Forestry Act 1959</i>	Queensland Department of Primary Industries	Ph: 13 QGOV (13 74 68) www.dpi.qld.gov.au
Matters of National Environmental Significance including listed threatened species and ecological communities	<i>Environment Protection and Biodiversity Conservation Act 1999</i>	Department of Climate Change, Energy, the Environment and Water (Australian Government)	Ph: 1800 920 528 www.dcceew.gov.au
Development and planning processes	<i>Planning Act 2016</i> <i>State Development and Public Works Organisation Act 1971</i>	Queensland Department of State Development, Infrastructure and Planning	Ph: 13 QGOV (13 74 68) www.planning.qld.gov.au
Coordinated projects	<i>Planning Act 2016</i> <i>State Development and Public Works Organisation Act 1971</i>	Office of the Coordinator-General	Ph: 13 QGOV (13 74 68) www.statedevelopment.qld.gov.au/coordinator-general
Wet Tropics World Heritage Area	<i>Wet Tropics World Heritage Protection and Management Act 1993</i>	Queensland Wet Tropics Management Authority	Ph: (07) 4241 0500 www.wettropics.gov.au
Requirements on State controlled roads	<i>Transport Infrastructure Act 1994</i>	Queensland Department of Transport and Main Roads	Ph: 13 QGOV (13 74 68) https://www.tmr.qld.gov.au
Local government requirements	<i>Local Government Act 2009</i> <i>Planning Act 2016</i>	Your relevant local government office	Local Government Contact Directory