

# Contract for the sale and purchase of land 2026 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	Hive Property Level 1, 4 Campion Street, DEAKIN ACT 2600	phone: 0402 507 902 email: samanthal@hiveproperty.co ref: Samantha Linsdell
<b>co-agent</b>		
<b>vendor</b>	FAY NARELLE SWEENEY AND COLIN STANLEY SWEENEY 2501/15 Bowes Street, Phillip ACT 2606	
<b>vendor's solicitor</b>	Harrington Hall Lawyers Ethos House Level 2 28 Ainslie Place Canberra ACT 2601	phone: 02 6185 0999 email: katya@harringtonhall.com.au ref: Katya Zygadlo
<b>date for completion</b>	30 days after the contract date	(clause 15)
<b>land (address, plan details and title reference)</b>	32 HILL ROAD ROYALLA NSW 2620 LOT 24 DEPOSITED PLAN 1017324 Folio Identifier 24/1017324	
<b>improvements</b>	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
<b>attached copies</b>	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

**A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.**

<b>inclusions</b>	<input checked="" type="checkbox"/> air conditioning	<input checked="" type="checkbox"/> curtains	<input checked="" type="checkbox"/> insect screens	<input checked="" type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds	<input checked="" type="checkbox"/> dishwasher	<input type="checkbox"/> internet/TV receiver	<input checked="" type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input type="checkbox"/> EV charger	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> solar power battery
	<input checked="" type="checkbox"/> ceiling fans	<input checked="" type="checkbox"/> fixed floor coverings	<input type="checkbox"/> pool equipment	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> other: Ventis System, Water Tank and Fridge		
<b>exclusions</b>				
<b>purchaser</b>				
<b>purchaser's solicitor</b>				
<b>price</b>				
<b>deposit</b>	_____	(10% of the price, unless otherwise stated)		
<b>balance</b>				
<b>contract date</b>	(if not stated, the date this contract was made)			

**Where there is more than one purchaser**     JOINT TENANTS  
 tenants in common     in unequal shares, specify:

**GST AMOUNT** (optional) The price includes GST of: \$

**buyer's agent**

Note: Clause 20.15 provides "Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked."

## SIGNING PAGE

VENDOR	PURCHASER
<p><b>Signed by</b></p>  <p>_____</p> <p>Vendor</p>  <p>_____</p> <p>Vendor</p>	<p><b>Signed by</b></p>  <p>_____</p> <p>Purchaser</p>  <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p><b>Signed by</b> in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>  <p>_____      _____</p> <p>Signature of authorised person      Signature of authorised person</p> <p>_____      _____</p> <p>Name of authorised person      Name of authorised person</p> <p>_____      _____</p> <p>Office held      Office held</p>	<p><b>Signed by</b> in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>  <p>_____      _____</p> <p>Signature of authorised person      Signature of authorised person</p> <p>_____      _____</p> <p>Name of authorised person      Name of authorised person</p> <p>_____      _____</p> <p>Office held      Office held</p>

**Choices**

Vendor agrees to accept a **deposit-bond**  NO  yes

**Nominated Electronic Lodgment Network (ELN)** (clause 4)

PEXA

**Manual transaction** (clause 30)

NO  yes

(if yes, vendor must provide further details, including any applicable exemption, in the space below):

**Tax information (the parties promise this is correct as far as each party is aware)**

**Land tax** is adjustable  NO  yes

**GST:** Taxable supply  NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply  NO  yes

This sale is not a taxable supply because (one or more of the following may apply) the sale is:

not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))

by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

GST-free because the sale is the supply of a going concern under section 38-325

GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an **GSTRW payment** (GST residential withholding payment)  NO  yes (if yes, vendor must provide details)

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

**GSTRW payment (GST residential withholding payment) – details**

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**:

**If more than one supplier, provide the above details for each supplier.**

Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate): \$

Amount must be paid:  AT COMPLETION  at another time (specify):

Is any of the consideration not expressed as an amount in money?  NO  yes

If "yes", the GST inclusive market value of the non-monetary consideration: \$

Other details (including those required by regulation or the ATO forms):

## List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 33 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 34 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 35 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 36 strata development contract or statement
<input type="checkbox"/> 5 document to be lodged with a relevant plan	<input type="checkbox"/> 37 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 38 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 39 strata renewal plan
<input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 40 leasehold strata - lease of lot and common property
<input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 41 property certificate for neighbourhood property
<input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 42 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 43 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 44 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 45 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 46 plan creating precinct property
<input type="checkbox"/> 15 occupation certificate	<input type="checkbox"/> 47 precinct development contract
<input type="checkbox"/> 16 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 48 precinct management statement
<input type="checkbox"/> 17 other document relevant to tenancies	<input type="checkbox"/> 49 property certificate for community property
<input type="checkbox"/> 18 licence benefiting the land	<input type="checkbox"/> 50 plan creating community property
<input type="checkbox"/> 19 old system document	<input type="checkbox"/> 51 community development contract
<input type="checkbox"/> 20 Crown purchase statement of account	<input type="checkbox"/> 52 community management statement
<input type="checkbox"/> 21 building management statement	<input type="checkbox"/> 53 document disclosing a change of by-laws
<input type="checkbox"/> 22 form of requisitions	<input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 <i>clearance certificate</i>	<input type="checkbox"/> 55 document disclosing a change in boundaries
<input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015
<b>Home Building Act 1989</b>	<input type="checkbox"/> 57 information certificate under Community Land Management Act 1989
<input type="checkbox"/> 25 insurance certificate	<input type="checkbox"/> 58 disclosure statement - off the plan contract
<input type="checkbox"/> 26 brochure or warning	<input type="checkbox"/> 59 other document relevant to off the plan contract
<input type="checkbox"/> 27 evidence of alternative indemnity cover	<b>Other</b>
<b>Swimming Pools Act 1992</b>	<input type="checkbox"/> 60
<input type="checkbox"/> 28 certificate of compliance	
<input type="checkbox"/> 29 evidence of registration	
<input type="checkbox"/> 30 relevant occupation certificate	
<input type="checkbox"/> 31 certificate of non-compliance	
<input type="checkbox"/> 32 detailed reasons of non-compliance	

**HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number**

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.

**WARNING—SMOKE ALARMS**

The owners of certain types of buildings and strata lots must have smoke alarms, or in certain cases heat alarms, installed in the building or lot in accordance with regulations under the *Environmental Planning and Assessment Act 1979*. It is an offence not to comply. It is also an offence to remove or interfere with a smoke alarm or heat alarm. Penalties apply.

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

Before purchasing land that includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds records showing that the residential premises contain loose-fill asbestos insulation.

For further information about loose-fill asbestos insulation, including areas in which residential premises have been identified as containing loose-fill asbestos insulation, contact NSW Fair Trading.

### **Cooling off period (purchaser's rights)**

- 1 This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.
- 2 **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
  - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
  - (b) in any other case—the fifth business day after the day on which the contract was made.
- 3 There is **NO COOLING OFF PERIOD**—
  - (a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or
  - (b) if the property is sold by public auction, or
  - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
  - (d) if the contract is made in consequence of the exercise of an option, other than an option that is void under the Act, section 66ZG.
- 4 A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5 The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

### **DISPUTES**

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures to resolve the dispute such as negotiation, independent expert appraisal, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

### **AUCTIONS**

Regulations made under the Property and Stock Agents Act 2002 prescribe a number of conditions applying to sales by auction.

## WARNINGS

1. Various Acts of Parliament and other matters can affect the rights of the parties to this contract. Some important matters are actions, claims, decisions, licences, notices, orders, proposals or rights of way involving:
 

Australian Taxation Office County Council Department of Education Department of Planning, Housing and Infrastructure Department of Primary Industries and Regional Development Electricity, gas and telecommunications Homes NSW	Local Council Local Land Services NSW Fair Trading NSW Public Works Owner of adjoining land Privacy Subsidence Advisory NSW Transport agencies Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. If a payment is not made on time, interest and penalties may be incurred. More information is available from Revenue NSW.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. The purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the Australian Taxation Office.
13. From 1 July 2026, estate agents, solicitors, licensed conveyancers and other professions who provide a designated service will have regulatory obligations under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) regime. These new obligations include customer due diligence and reporting to AUSTRAC. More details are available from AUSTRAC.

The vendor sells and the purchaser buys the *property* for the price under these provisions instead of Schedule 3 Conveyancing Act 1919, subject to any *legislation* that cannot be excluded.

## 1 Definitions (a term in italics is a defined term)

1.1	In this contract, these terms (in any form) mean –
<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> <li>● the issuer;</li> <li>● the expiry date (if any); and</li> <li>● the amount;</li> </ul>
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (15% as at 1 January 2025);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 20 of the Swimming Pools Regulation 2018).

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Sign*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

## **2 Deposit and other payments before completion**

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
- 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
- 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
- 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
- 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

## **3 Deposit-bond**

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a *party serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and *populate* an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

## 5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within 21 days* after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within 21 days* after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within a reasonable time*.

## 6 Error or misdescription

- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

## 7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within 14 days* after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within 1 month* of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within 3 months* after completion, the claims lapse and the amount belongs to the vendor.

## 8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within 14 days* after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

## 11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

## 12 Certificates and inspections

- The vendor must do whatever is reasonably necessary to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

**13 Goods and services tax (GST)**

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7), the *party* must adjust or pay on completion any GST added to or included in the expense, but –
- 13.3.1 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.2 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

## 14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

## 15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.

## 16 Completion

### • Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

### • Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

## 17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

**18 Possession before completion**

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
  - 18.2.2 make any change or structural alteration or addition to the *property*; or
  - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
  - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
  - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

**19 Rescission of contract**

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
  - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
  - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
  - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
  - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
  - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
  - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
  - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
  - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
  - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
  - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
  - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
  - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

## 21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

## 22 Foreign Acquisitions and Takeovers Act 1975

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

## 23 Strata or community title

### • Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development contract or management statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s174 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

## 24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do whatever is reasonably necessary to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

**26 Crown purchase money**

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.  
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.  
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.  
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

**27 Consent to transfer**

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.  
 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.  
 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.  
 27.4 If consent is refused, either *party* can *rescind*.  
 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.  
 27.6 If consent is not given or refused –  
 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or  
 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.  
 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –  
 27.7.1 under a *planning agreement*; or  
 27.7.2 in the Western Division.  
 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.  
 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

**28 Unregistered plan**

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.  
 28.2 The vendor must do whatever is reasonably necessary to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.  
 28.3 If the plan is not registered *within* that time and in that manner –  
 28.3.1 the purchaser can *rescind*; and  
 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.  
 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.  
 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.  
 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

**29 Conditional contract**

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event, but does not apply to an event to which clause 28 applies.  
 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.  
 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.  
 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.  
 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.  
 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.  
 29.7 If the *parties* can lawfully complete without the event happening –  
 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;  
 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and  
 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –  
 • either *party* *serving* notice of the event happening;  
 • every *party* who has the benefit of the provision *serving* notice waiving the provision; or  
 • the end of the time for the event to happen.

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

### 30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

**32 Residential off the plan contract**

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
  - 32.3.2 the claim for compensation is not a claim under this contract.

32 HILL RD ROYALLA NSW 2620

## THESE ARE THE SPECIAL CONDITIONS TO THE CONTRACT FOR THE SALE

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### 1. INCONSISTENCY BETWEEN STANDARD FORM AND SPECIAL CONDITIONS

If there is any inconsistency between the Standard Form and these Special Conditions, these Special Conditions prevail.

### 2. VARIATION OF STANDARD FORM

2.1. In these Special Conditions 'Standard Form' means the standard conditions to this Contract and titled "*Contract for sale and purchase of land 2022 edition*".

2.2. The Standard Form is amended as follows:

2.2.1. Clause 5 is deleted.

2.2.2. Clause 7.1.1 is deleted.

2.2.3. Clause 7.2.1, the number '10' is replaced with the number '1'.

2.2.4. Clause 11.1, the words 'if the vendor has actual knowledge of the work order' are added after the words 'the contract date'.

2.2.5. Clause 12.1 is deleted.

2.2.6. Clause 12.2 is deleted.

### 3. KEYS

Upon Completion, the Vendor will provide the Purchaser with all remaining keys which are in the Vendor's possession. The Purchaser will make no objection, requisition or claim for compensation whatsoever with respect to the availability or otherwise of any other keys to the improvements.

### 4. CONDITION

4.1. Notwithstanding any other Clause or Special Condition in this Contract the Property together with all buildings, improvements, fixtures and inclusions are sold in their present condition and state of repair and the Purchaser acknowledges that they buy the same relying on their own inspection, knowledge and enquiries and that they do not rely on any warranties or representations made to them by or on behalf of the Vendor.

4.2. The Purchaser shall not call upon the Vendor to carry out any repairs whatsoever in relation to the Property, improvements and/or inclusions.

4.3. The Vendor shall not be responsible for any loss or damage, mechanical breakdown or fair wear and tear to the Property, improvements, fixtures and/or inclusions which occur after the date hereof unless caused by any act or default of the Vendor.

4.4. No objection or requisition or claim for compensation shall be made by the Purchaser on account of any latent or patent defect in the land the subject of this Contract.

## 5. CAPACITY OF PARTIES

5.1. Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the Vendor at law or in equity had this Special Condition not been included herein, should the Purchaser (or in the event that there is more than one Purchaser then either Purchaser) prior to completion:

5.1.1. die or become mentally ill or become insane or become incapable of managing their affairs; or

5.1.2. be declared bankrupt;

then the Vendor may rescind this Contract by notice in writing forwarded to the solicitor named as the Purchaser's solicitor and thereupon this Contract shall be at an end.

## 6. SELLING AGENT INDEMNITY

The Purchaser hereby warrants to the Vendor that the Purchaser has not been introduced to the property directly or indirectly by any Real Estate Agent or other person other than the Vendor's agent herein referred to (if any) and hereby indemnifies the Vendor against any claim for commission or other fees in respect of this sale due to the Purchaser's breach of this warranty to the intent that all damages costs and expenses on a solicitor and client basis which may be incurred by the Vendor in respect of any such claim shall be paid for by the Purchaser to the Vendor. It is hereby agreed that this Special Condition shall not merge on completion.

## 7. ENTIRE CONTRACT

7.1. Subject to the provisions of Section 52A(2)(b) of the *Conveyancing Act 1919* as amended, the Vendor and the Purchaser acknowledge and agree that the terms of this Contract contain the entire understanding between the parties in relation to the subject matter of this Contract and there are no conditions, warranties, promises, representations or obligations, written or oral, express or implied, in relation thereto, other than those expressly stated herein.

## 8. FOREIGN PERSONS

8.1. The Purchaser warrants:

8.1.1. That if the Purchaser is a natural person he is ordinarily resident in Australia; and

8.1.2. Where the Purchaser is a natural person or a corporation that *the Foreign Takeovers Act 1975* does not apply to the Purchaser or to this purchase, as that legislation currently applies or might apply, in accordance with the announcement of the Treasurer on 29 September 1987.

8.2. If the *Foreign Takeovers Act 1975* applies to the Purchaser and to this transaction, in breach of the warranty contained in this Special Condition, the Purchaser agrees to indemnify and to compensate the Vendor in respect of any loss, damage, penalty, fine or legal costs on an indemnity basis which may be incurred by the Vendor as a consequence

thereof. This warranty and indemnity shall not merge on completion.

## **9. ADJUSTMENTS**

9.1. If Completion does not occur by the Date for Completion as provided for in this Contract for Sale, and the fault of the delay is solely that of the Purchaser, then:

9.1.1. The parties agree that the adjustment of all land charges be made from the Date of Completion and not the date of actual Completion; and

9.1.2. The Purchaser agrees to pay any additional fees incurred by the Vendor because of having to rebook the outgoing mortgagee.

## **10. DAMAGES FOR DELAY IN COMPLETION**

10.1. Without prejudice to the Vendor's rights under this Contract, if completion does not occur by the date for completion, due to the default of the Purchaser, the Purchaser must pay the Vendor liquidated damages on completion as follows:

10.1.1. Interest on the Price at the rate of 10% per annum calculated on a daily basis from the date for completion to completion; and

10.1.2. The amount of \$440.00 (inclusive of GST) to be applied towards any legal costs and disbursements incurred by the Vendor.

10.2. The parties agree that:

10.2.1. the amount of any damages payable under this Clause 10 is a genuine and honest pre-estimate of loss to the Vendor for the delay in completion; and

10.2.2. the damages must be paid on completion.

## **11. NOTICE TO COMPLETE**

11.1. If the Purchaser is unable or unwilling to complete by the date of completion, the Vendor shall be entitled at any time after the date for completion to serve a Notice to Complete making the time for completion essential. Such a Notice shall give not less than fourteen (14) days' notice after the day immediately following the day on which that Notice is received by the recipient. The Notice may nominate a specified hour on the last day as the time for completion. A Notice to Complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential.

## **12. WATER AND SEWERAGE USAGE CHARGES**

12.1. The Vendor must on completion allow amounts for water and sewerage usage charges for which the relevant authority has not issued accounts. The amounts must be calculated by multiplying the number of unbilled days up to and including the adjustment date by the average charge per day for usage for the last period for which an account issued.

## **13. SEVERANCE**

13.1. Any provision of this Contract which is illegal, invalid or unenforceable is ineffective to the extent of the illegality, invalidity or unenforceability but the legality, validity or enforceability of the remaining provisions of this Contract will not be affected.

#### **14. REQUISITIONS ON TITLE**

14.1. In recognition of the Purchaser's agreement not to make any requisitions as to Title, the Vendor warrants that, except as disclosed in this Contract, at the Date of this Contract:

- 14.1.1. the Vendor has capacity to enter into and observe the terms of this Contract;
- 14.1.2. there is no current litigation by any persons affecting the Property;
- 14.1.3. there is no Court Order which affects the Vendor or the Property; and
- 14.1.4. the Vendor will be, or will be entitled to be, the registered owner of the Property on Completion.

#### **15. SWIMMING POOL**

15.1. If the Property contains a swimming pool, then:

- 15.1.1. the Vendor does not warrant that the swimming pool on the property complies with the requirements imposed by the *Swimming Pools Act 1992* and the regulations prescribed under that Act;
- 15.1.2. the Purchaser agrees that after completion the Purchaser will comply with the requirements of the *Swimming Pools Act 1992* and regulations relating to access to the swimming pool, fencing and the erection of a warning notice; and
- 15.1.3. the Purchaser shall not make any objection, raise any requisition or claim any compensation whatsoever in relation to the swimming pool or any non-compliance with the *Swimming Pools Act 1992* or other relevant legislation.

#### **16. NO WARRANTY AS TO THE USE OF THE PROPERTY**

16.1. The Purchaser must satisfy himself on all matters relating to the use of the property.

16.2. The Vendor makes no representations about the use to which the property may be put.

16.3. The Purchaser will be deemed to have entered into this Contract with full knowledge of all prohibitions or restrictions upon the use of the property, whether under any Act, Ordinance, Regulation, By-Law, Town Planning Scheme, Interim Development Order, Order of Court, or otherwise.

16.4. If the use to which the Vendor has put the property is permissible only with the consent of any authority under the Act, Ordinance, Regulation, By-law, Town Planning Scheme, Interim Development Order, Order of Court or otherwise, the Purchaser must obtain consent at the Purchaser's own expense.

16.5. Completion of this Contract will not be conditional or dependent upon any matter referred to in this Special Condition.

## **17. DIRECTORS GUARANTEE**

17.1. Where the Purchaser is a corporation, all directors of that corporation shall guarantee that corporation's performance of its obligations under this Contract.

17.2. The guarantee it to be in the form attached at Annexure "A" to these Special Conditions.

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**18. Building and Pest Reports**

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18.1 The Buyer will reimburse the Seller by way of an adjustment on Completion for the Building and Pest Reports for the amount of \$1,575.00.

## Annexure A – Director Guarantee

1. The Guarantor guarantees to the Vendor, the due and punctual performance and observance of the Purchaser's obligations under this Contract including but not limited to the punctual payment of all moneys arising out of the subject matter of this Contract (the "**Guaranteed Obligations**").
2. The Guarantor is deemed to be jointly and severally liable with the Purchaser, to discharge the Purchaser's obligations under this Contract, such obligations are not to be treated as ancillary or collateral to another right or obligation.
3. The obligations under this Guarantee:
  - (a) are independent of and not in substitution for or affected by another security interest or guarantee or other document or agreement which the Purchaser or another person may hold concerning the Guaranteed Obligations;
  - (b) may be enforced against the Guarantor without the Vendor first being required to exhaust any remedy it may have against the Purchaser or to enforce any security it may hold concerning the Guaranteed Obligations;
  - (c) are a continuing guarantee and indemnity for the whole of the Guaranteed Obligations and are irrevocable and will remain in full force and effect until discharged.
4. The Guarantor hereby (in their personal capacity and as trustee if appropriate) charges in favour of the Vendor all of their interest (legal and beneficial) in all present and future real property as security for payment of all monies payable to the Vendor and hereby consent to the Vendor lodging a caveat on any real property owned by the Guarantor and agrees to sign a mortgage or any other document as requested by the Vendor, to perfect this security.
5. The Guarantor is not discharged by:
  - (a) any delay or claim by the Vendor to enforce a right against the Purchaser; and
  - (b) any forbearance given to the Purchaser to perform the Purchaser's obligations under this Contract.
6. The Guarantor indemnifies the Vendor against any claim, loss, damage, costs and/or expenses which the Purchaser may now or in the future suffer or incur consequent on or arising directly or indirectly out of the subject matter of this Contract caused by and/or resulting from any breach and/or non-performance of the Purchaser's obligations under this Contract.
7. The Guarantor enters this guarantee freely and of their own accord and not as a result of or by reason of any representation of any kind given or offered by or on behalf of the Vendor.
8. The Guarantor warrants and acknowledges that they understand that the nature, terms and extent of this guarantee and indemnity provided and further acknowledge that prior to executing this Contract either:
  - (a) they have received independent legal advice on their rights and obligations under this Deed; or

(b) if they have not obtained independent legal advice, they have waived their right to such legal advice and no action, suit, claim or demand of any kind shall be actionable against the other party because they have not received such advice.

9. The Guarantor shall reimburse the Vendor's expenses incurred in connection with the enforcement of, or the preservation of any rights under this Guarantee, including legal costs on a full indemnity basis.

10. The Guarantor waives all rights as surety inconsistent with any of the terms of this Contract or to the detriment or disadvantage of the Vendor.

**EXECUTED** by the Vendor, \*\*\*\*: )  
)  
)  
)  
)

..... Vendor Vendor

**EXECUTED** by the Guarantor in the presence of: )  
)  
)  
)  
)

..... Full Name of Guarantor Signature of Guarantor

..... Full Name of Witness Signature of Witness

..... Address of Witness

## NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 24/1017324

SEARCH DATE	TIME	EDITION NO	DATE
15/5/2026	10:58 AM	7	19/12/2025

## LAND

LOT 24 IN DEPOSITED PLAN 1017324  
 AT ROYALLA  
 LOCAL GOVERNMENT AREA QUEANBEYAN-PALERANG REGIONAL  
 PARISH OF BURRA COUNTY OF MURRAY  
 TITLE DIAGRAM DP1017324

## FIRST SCHEDULE

FAY NARELLE SWEENY  
 COLIN STANLEY SWEENY  
 AS JOINT TENANTS (T AI462234)

## SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1017324 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED 1 IN SEC 88(B) INSTRUMENT
- 3 DP1017324 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED 2 IN SEC 88(B) INSTRUMENT
- 4 DP1017324 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED 3 IN SEC 88(B) INSTRUMENT
- 5 AV741367 MORTGAGE TO WESTPAC BANKING CORPORATION

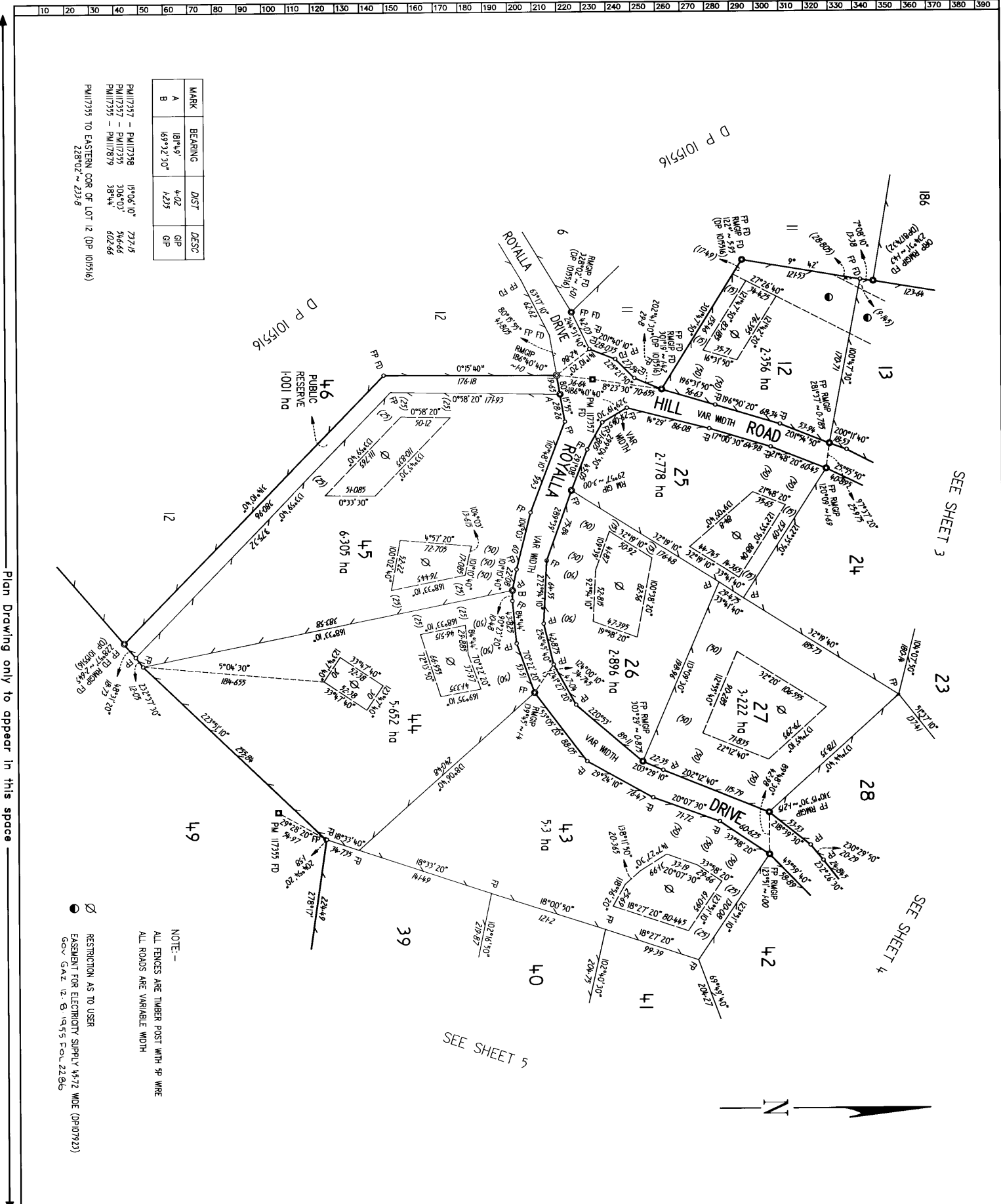
## NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*







MARK	BEARING	DIST	DESC
A	181°49'	4.02	GP
B	169°32'30"	1.235	GP

PM117377 - PM117388 159°06'10" 277.75  
 PM117377 - PM117378 208°03' 246.66  
 PM117375 - PM117379 281°44' 602.86  
 PM117375 TO EASTERN CORN OF LOT 12 (DP 101576)  
 228°02' ~ 229°8'

Plan Drawing only to appear in this space

NOTE:-  
 ALL FENCES ARE TIMBER POST WITH 9P WIRE  
 ALL ROADS ARE VARIABLE WIDTH

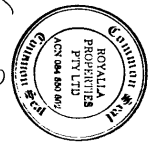
○ RESTRICTION AS TO USER  
 ○ EASEMENT FOR ELECTRICITY SUPPLY 45772 WIDE (DP107922)  
 GOV GAZ 12-8-1955 VOL 2286

DP1017324

Registered: 5-10-2000  
 This is sheet 2 of my plan in 5 sheets  
 dated 11th AUGUST 2000

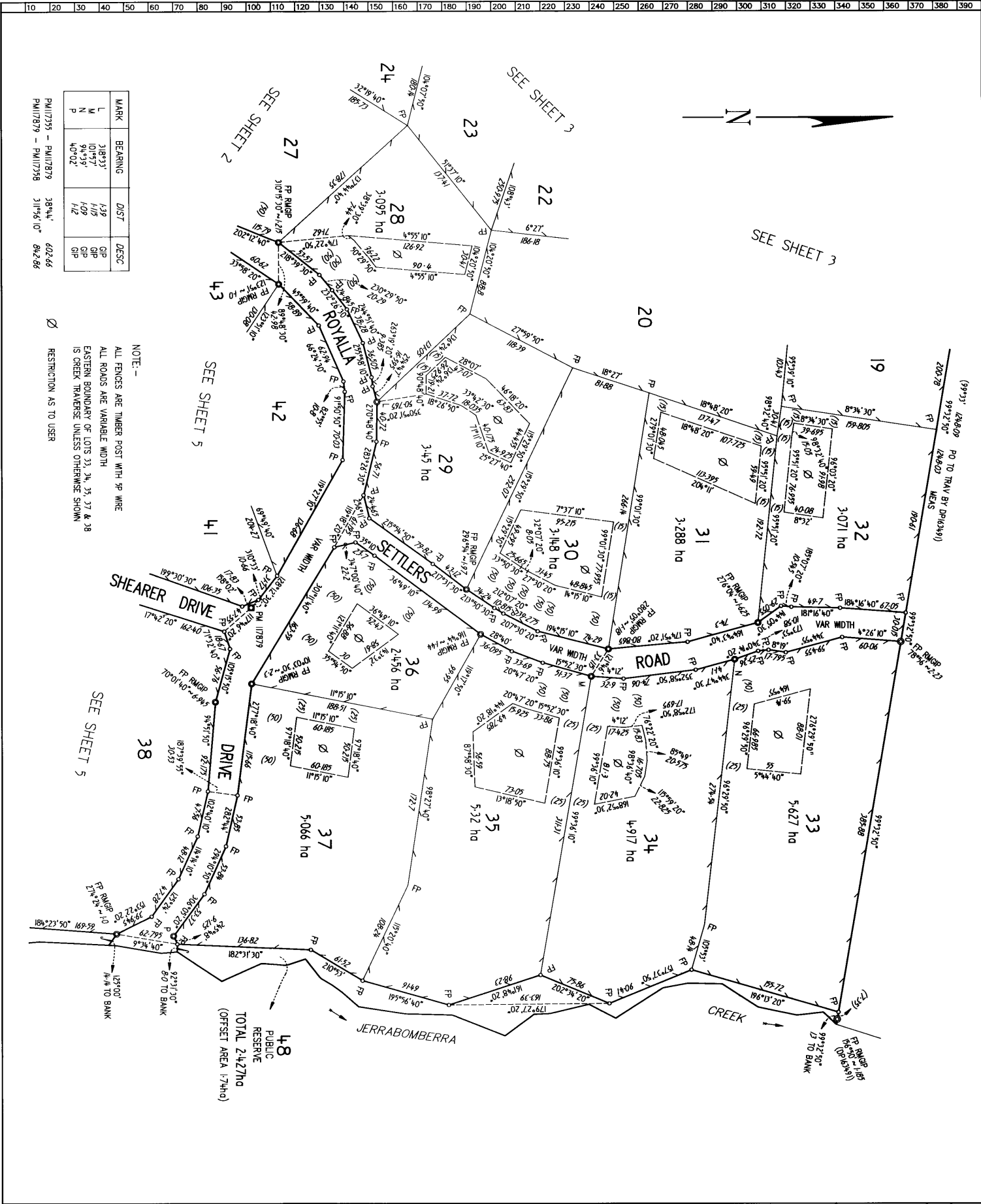
Signature: *[Handwritten Signature]*  
 Surveyor registered under Surveyors Act 1988, as amended  
 This is sheet 2 of the plan of 5 sheets  
 sheets covered by my Certificate No. 990007  
 of St August 2000

Signature: *[Handwritten Signature]*  
 Council Clerk



*[Handwritten Signature]*  
 RAJINDER MEYER  
 DIRECTOR  
 SINGHMEYER

SINGHMEYER PTY LTD A.C.N.  
 010 831 722 BY ITS ATTORNEY  
 GLENN ANTHONY CHENEY  
 WHO CERTIFIES THAT THEY ARE A  
 LEVEL 2 ATTORNEY PURSUANT  
 TO POWER OF ATTORNEY BOOK  
 3859 NO. 372 OF WHICH THEY HAVE  
 RECEIVED NO NOTICE OF  
 REVISION IN MY PRESENCE BY  
 THE SAID ATTORNEY WHO IS  
 PERSONALLY KNOWN TO ME  
 WITNESS  
*[Handwritten Signature]*



MARK	BEARING	DIST	DESC
L	318°33'	1.59	GP
M	104°37'	1.09	GP
N	94°39'	1.09	GP
P	40°02'	1.12	GP

NOTE:-  
 ALL FENCES ARE TIMBER POST WITH SP WIRE  
 ALL ROADS ARE VARIABLE WIDTH  
 EASTERN BOUNDARY OF LOTS 33, 34, 35, 37 & 38  
 IS CREEK TRANSVERSE UNLESS OTHERWISE SHOWN  
 Ø RESTRICTION AS TO USER

Plan Drawing only to appear in this space

DP1017324

Registered: 24/5-10-2000  
 This is sheet 4 of 5 of this plan in 5 sheets  
 dated 11th AUGUST 2000

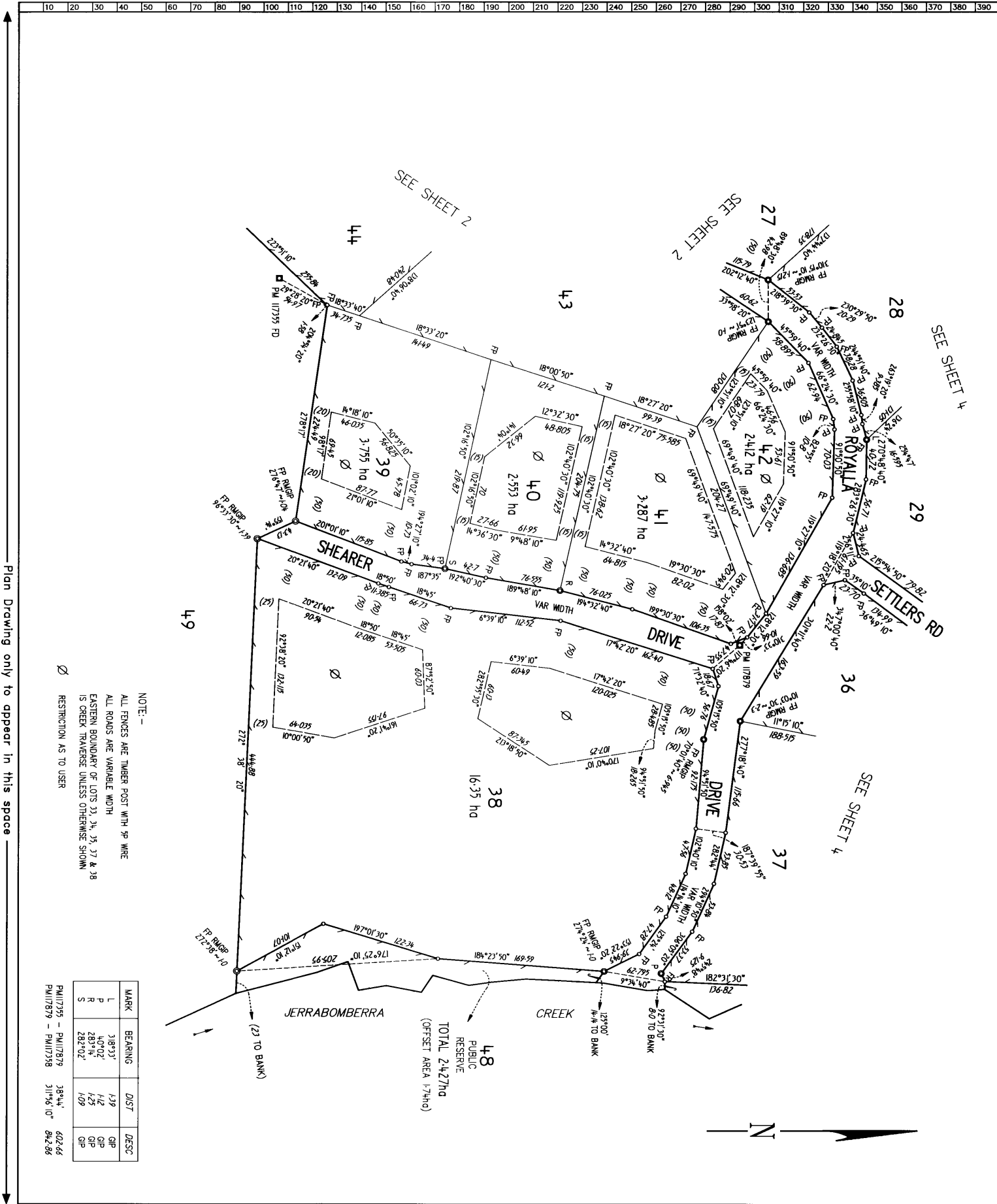
Signature: [Signature]  
 Sweeney registered under Surveyors Act, 1928, as an unincorporated firm (1991/111)

Counted Clerk: [Signature]



A. AANKMEYER  
 DIRECTOR  
 [Signature]  
 DIRECTOR

SUNCORP METWAY LTD A.C.N. 010 831 722 BY ITS ATTORNEY  
 GLENN ANTHONY CHENEY  
 WHO CERTIFIES THAT THEY ARE  
 LEVEL II ATTORNEYS PURSUANT  
 TO POWER OF ATTORNEY BOOK  
 RECEIVED NO. 372 OF WHICH THEY HAVE  
 RECEIVED NO NOTICE OF  
 REVOCAION  
 SKINNED IN MY PRESENCE BY  
 THE SAID ATTORNEY WHO IS  
 PERSONALLY KNOWN TO ME  
 WITNESS  
 [Signature]



NOTE:-

- ALL FENCES ARE TIMBER POST WITH SP WIRE
- ALL ROADS ARE VARIABLE WIDTH
- EASTERN BOUNDARY OF LOTS 33, 34, 35, 37 & 38 IS CREEK TRAVERSE UNLESS OTHERWISE SHOWN
- RESTRICTION AS TO USER

MARK	BEARING	DIST	DESC
L	318°33'	1.39	GIP
P	140°02'	1.42	GIP
R	283°14'	1.25	GIP
S	282°02'	1.09	GIP

PL117295 - PL117879 38°46' 022.66  
 PL117879 - PL117295 311°56' 0" 842.86

Plan Drawing only to appear in this space

DP1017324

Registered: 21/5/2000

This is sheet 5 of my plan in 5 sheets, dated 11th AUGUST 2000

Signature: *[Signature]*  
 Surveyor registered under Surveyors Act 1998, as amended.  
 This is Sheet 5 of the plan of 5 sheets, dated 31 August 2000.

Signature: *[Signature]*  
 Director



*[Signature]*  
 BRANK MEYER  
 DIRECTOR

SUNCOOP PROPERTY LTD A.C.N. 010 831 722 BY ITS ATTORNEY,  
 GLENN ANTHONY CHENEY  
 WHO CERTIFIES THAT THEY AREA  
 LEVEL II ATTORNEY PURSUANT  
 TO POWER OF ATTORNEY BOOK  
 3859 NO. 372 OF WHICH THEY HAVE  
 RECEIVED NO NOTICE OF  
 REVOCAION  
 SIGNED IN MY PRESENCE BY  
 THE SAID ATTORNEY WHO IS  
 PERSONALLY KNOWN TO ME

WITNESS  
*[Signature]*

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT  
1919.**

Lengths are in Metres

(Sheet 1 of 3 sheets)

**DP1017324**

Subdivision of Lot C DP 163491 and Lot 30 DP  
1015516 in Shire of Yarrowlunla, Parish of Burra,  
County of Murray. *CERT. No 990007*

*1 31.8.2000*

**Full name and address of proprietor  
of the land**

ROYALLA PROPERTIES PTY LIMITED  
(ACN 080 850 662)  
30 Morisset Street  
QUEANBEYAN NSW 2620

**Full name and address of Proprietor's  
Mortgagee**

SUNCORP-METWAY LIMITED  
(ACN 010 831 722)  
1<sup>st</sup> Floor, Suncorp Centre, corner Albert and  
Turbot Streets, Brisbane QLD 4000

**PART 1**

**1. Identity of Restriction  
firstly referred to in  
the plan**

Restriction as to User

**Schedule of lots affected**

**Lots Burdened**

Lots 12 to 45

**Lots or Authority benefited**

Yarrowlunla Shire Council

**2. Identity of Restriction  
secondly referred to in  
the plan**

Restriction as to User

**Schedule of lots affected**

**Lots Burdened**

Lots 12 to 45

**Lots or Authority benefited**

Each and every Lot

**3. Identity of Restriction  
thirdly referred to in  
the plan**

Restriction as to User

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT  
1919.**

(Sheet 2 of 3 sheets)

**DP1017324**

**Schedule of lots affected**

**Lots Burdened**

Lots 12 to 45

**Lots or Authority benefited**

NSW Department of Land & Water Conservation  
and Yarrowlumla Shire Council

**PART 2**

**1. Terms of Restriction as to user firstly referred to in the abovementioned plan.**

No building or structure is to be erected or allowed to remain on any Lot burdened other than those constructed wholly within the Building Precinct specified on the plan.

**2. Terms of Restriction as to user secondly referred to in the abovementioned plan.**

No dwelling shall be erected on any lot unless:

- (a) it has a gross floor area excluding garages, verandahs, carports, patios and the like, of not less than 120 square metres.

**3. Terms of Restriction as to user thirdly referred to in the abovementioned plan.**

No Lot shall be permitted to construct either a dam or a groundwater bore except in accordance with both the following schedule and the Royalla Water Supply Plan at Yarrowlumla Shire Council

Lots 15-18, 20-22, 24-28, 30-32,  
35, 38-40, 42-44

Groundwater Bore permitted

Lots 12-14, 19, 23, 29, 33, 34,  
36, 37, 41, 45

Maximum 750m<sup>3</sup> dam permitted

The person or authority empowered to release, vary or modify the Restriction on Use of Land firstly referred to in the abovementioned plan is the Council of the Shire of Yarrowlumla without the consent of any other person or persons provided that any such release, variation or modification shall, if approved, be made and done in all respects at the cost and expense of the person or persons requesting such release, variation or modification.

The person or authority empowered to release, vary or modify the Restriction on Use of Land secondly referred to in the abovementioned plan is Royalla Properties Pty Limited.

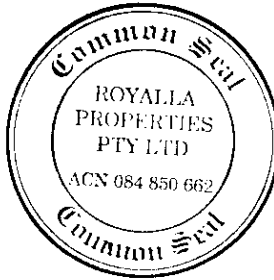
**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT  
1919.**

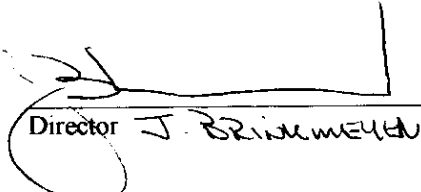
(Sheet 3 of 3 Sheets)

**DP1017324**

The person or authority empowered to release, vary or modify the Restriction on Use of Land thirdly referred to in the abovementioned plan is NSW Department of Land and Water Conservation and Yarrowlumlra Shire Council.


THE COMMON SEAL of ROYALLA )  
PROPERTIES PTY LIMITED )  
(ACN 080 850 662) was hereto )  
affixed by authority of the Board of )  
Directors in the presence of: )

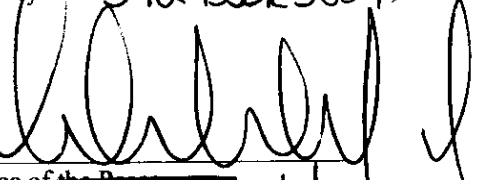



  
Director J. BRINKMEYER


  
Director A. BRINKMEYER

SIGNED on behalf of SUNCORP- )  
METWAY LIMITED by its Attorneys )  
Who state that they have received no )  
notice of revocation of Power of )  
Attorney No. 372 Book 3859 )

  
Signature of Attorney  
Name: GLENN ANTHONY CHENEY  
Title: Operations Manager

  
Justice of the Peace  


SIGNED on behalf of )  
YARROWLUMLA SHIRE COUNCIL )  
)  
)  
)  
)

  
\_\_\_\_\_

**REGISTERED**  RA 05-10-2000.



**QUEANBEYAN-PALERANG REGIONAL COUNCIL  
SECTION 10.7(2) PLANNING CERTIFICATE**

issued under  
*Environmental Planning and Assessment Act 1979*

Infotrack  
GPO Box 4029  
SYDNEY NSW 2001

**Certificate No.:** PL.2026.1073  
**Your Reference:** 31968: Sweeny sale  
Lot 24 DP 1

ecertificates@infotrack.com.au

**Subject Land:**

<b>Property Number:</b>	345577
<b>Property Address:</b>	32 Hill Road ROYALLA NSW 2620
<b>Legal Description:</b>	Lot 24 DP 1017324

This certificate is provided under Section 10.7(2) of the Act. At the date of this certificate, the subject land is affected by the following matters:

**1. Names of relevant instruments and development control plans**

1.1. The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land.

**1.1.1 Local Environmental Plan*****Queanbeyan-Palerang Regional Local Environmental Plan 2022***

<https://legislation.nsw.gov.au/view/html/inforce/current/epi-2022-0600>

**1.1.2 State Environmental Planning Policies (SEPPs):**

- *SEPP (Biodiversity and Conservation) 2021*
- *SEPP (Exempt and Complying Development Codes) 2008*
- *SEPP (Housing) 2021*
- *SEPP (Industry and Employment) 2021*
- *SEPP (Planning Systems) 2021*
- *SEPP (Precincts - Regional) 2021*
- *SEPP (Primary Production) 2021*
- *SEPP (Resilience and Hazards) 2021*
- *SEPP (Resources and Energy) 2021*
- *SEPP (Sustainable Buildings) 2022*
- *SEPP (Transport and Infrastructure) 2021*

[www.legislation.nsw.gov.au/browse/inforce#/epi/title/s](http://www.legislation.nsw.gov.au/browse/inforce#/epi/title/s)

**OFFICES**

144 Wallace St, Braidwood  
13 Gibraltar St, Bungendore  
257 Crawford St, Queanbeyan

**POSTAL**

PO Box 90, Queanbeyan NSW 2620

**PHONE**

P: 1300 735 025

**EMAIL/WEB**

E: [council@qprc.nsw.gov.au](mailto:council@qprc.nsw.gov.au)  
W: [www.qprc.nsw.gov.au](http://www.qprc.nsw.gov.au)

ABN 95 933 070 982

### 1.1.3 Development Control Plan

**Lot 24 DP 1017324**

**Palerang Development Control Plan 2015**

[www.qprc.nsw.gov.au/Building-Development/Planning-Zoning/Planning-controls#section-3](http://www.qprc.nsw.gov.au/Building-Development/Planning-Zoning/Planning-controls#section-3)

- 1.2. The name of each proposed environmental planning instrument and draft development control plan, which is subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

*Proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.*

#### 1.2.1. Draft Local Environmental Plans

Application No	Description
----------------	-------------

PP.2025.0003	Amendment to QPRLEP 2022 – Subdivision of land with multiple zones (minimum lot size)
--------------	---

[www.planningportal.nsw.gov.au/ppr](http://www.planningportal.nsw.gov.au/ppr)

#### 1.2.2. Draft State Environmental Planning Policies (SEPPs):

- SEPP (Housing) 2021
- SEPP (Planning Systems) 2021
- SEPP (Transport and Infrastructure) 2021

[www.planning.nsw.gov.au/policy-and-legislation/state-environmental-planning-policies](http://www.planning.nsw.gov.au/policy-and-legislation/state-environmental-planning-policies)

#### 1.2.3. Draft Development Control Plans (DCPs):

Lot 24 DP 1017324	No.
-------------------	-----

## 2. Zoning and land use under relevant LEPs

### 2.1. Identity of the zone:

**Lot 24 DP 1017324                      C4 Environmental Living**

### 2.2    **C4 Environmental Living - *Queanbeyan-Palerang Regional LEP 2022***

1. Objectives of zone
  - **To provide for low-impact residential development in areas with special ecological, scientific or aesthetic values.**
  - **To ensure that residential development does not have an adverse effect on those values.**
  - **To encourage development that is visually compatible with the landscape.**
  - **To minimise the impact of development on the natural environment.**
  - **To ensure development does not unreasonably increase the demand for public services or public facilities.**
2. Permitted without consent  
**Extensive agriculture; Home businesses; Home occupations.**
3. Permitted with consent  
**Agritourism; Animal boarding or training establishments; Bed and breakfast accommodation; Building identification signs; Business identification signs; Cellar door premises; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental protection works; Farm buildings; Farm stay accommodation; Flood mitigation works; Function centres; Home-based child care; Home industries; Information and education facilities; Intensive plant agriculture; Neighbourhood shops; Oyster aquaculture; Places of public worship; Plant nurseries; Pond-based aquaculture; Recreation areas; Restaurants or cafes; Roads; Roadside stalls; Secondary dwellings; Tank-based aquaculture; Water reticulation systems; Water storage facilities.**
4. Prohibited  
**Industries; Local distribution premises; Service stations; Turf farming; Warehouse or distribution centres; Any other development not specified in item 2 or 3.**

**Note: Demolition of a building or work requires consent under clause 2.7 of *Queanbeyan-Palerang Regional Local Environmental Plan 2022*.**

**NOTE:** Refer to the [NSW Planning Portal Spatial Viewer](#) Land Zoning Map to view the map of applicable land use zones (online digital mapping).

### 2.3. Listed below are additional site specific permitted uses (only with development consent) from Schedule 1 of *Queanbeyan-Palerang Regional Local Environmental Plan 2022*.

**Lot 24 DP 1017324                      There are no additional uses permitted on this land.**

- 2.4. Minimum land dimensions for the erection of a dwelling house on the land fixed by development standards applying to the land:

**Lot 24 DP 1017324**

**C4 - Environmental Living**

The minimum lot size for the erection of a dwelling house is 60,000 square metres, unless the lot:

(a) is a lot created in accordance with clause 4.1, 4.1AA, 4.1A, 4.1D, 4.1E, 7.24, 7.25 or 7.26 of Queanbeyan-Palerang Regional Local Environmental Plan 2022, or

(b) is a lot created before the commencement of Queanbeyan-Palerang Regional Local Environmental Plan 2022 and on which the erection of a dwelling was permissible immediately before that commencement, or

(c) is a lot resulting from a subdivision for which development consent (or equivalent) was granted before the commencement of Queanbeyan-Palerang Regional Local Environmental Plan 2022 and on which the erection of a dwelling would have been permissible if the plan of subdivision had been registered before that commencement, or

(d) an existing holding, or

(e) would have been a lot or a holding specified in paragraphs (a) - (d) had it not been affected by:

(i) a minor realignment of boundaries that did not create an additional lot, or

(ii) a subdivision creating or widening a public road or public reserve or for another public purpose, or

(iii) a consolidation with an adjoining public road or public reserve, or for another public purpose.

**NOTE:** Refer to the [NSW Planning Portal](#) to view the map of applicable Lot Size Map (PDF format).

- 2.5. Whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*:

**Lot 24 DP 1017324**

**No.**

- 2.6. Whether the land is in a conservation area:

**Lot 24 DP 1017324**

**No.**

- 2.7. Whether an item of environmental heritage is located on the land:

**Lot 24 DP 1017324**

**No.**

### 3. Contributions plans

- 3.1. The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans:

<b>Lot 24 DP 1017324</b>	<b>Yarrowlumla Council Section 94 Contributions Plan No. 2 for Provisions of Access Roads.</b>
<b>Lot 24 DP 1017324</b>	<b>Yarrowlumla Council Section 94 Contributions Plan No. 3 for Provision of Community Facilities.</b>
<b>Lot 24 DP 1017324</b>	<b>Palerang Council Section 94A Development Contributions Plan 2015.</b>

[www.qprc.nsw.gov.au/Building-Development/Planning-Zoning/Planning-controls#section-6](http://www.qprc.nsw.gov.au/Building-Development/Planning-Zoning/Planning-controls#section-6)

- 3.2. If the land is in a special contributions area under the Act, Division 7.1, the name of the area:

<b>Lot 24 DP 1017324</b>	<b>No.</b>
--------------------------	------------

- 3.3. If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area:

<b>Lot 24 DP 1017324</b>	<b>No.</b>
--------------------------	------------

#### 4. Complying Development

- 4.1. If the land is land on which complying development may be carried out under each of the complying development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.17A (1) (c)-(e), (2), (3) or (4), 1.18 (1) (c3) or 1.19.

<b>Zone C4 Environmental Living Lot 24 DP 1017324</b>	<b>Land on which complying development may be carried out</b>
<b>Part 3 Housing Code</b>	<b>Not Applicable</b>
<b>Part 3A Rural Housing Code</b>	<b>Not Applicable</b>
<b>Part 3B Low Rise Housing Diversity Code</b>	<b>Not Applicable</b>
<b>Part 3BA Pattern Book Development Code</b>	<b>Not Applicable</b>
<b>Part 3C Greenfield Housing Code</b>	<b>Not Applicable</b>
<b>Part 3D Inland Code</b>	<b>Not Applicable</b>
<b>Part 4 Housing Alterations Code</b>	<b>Yes</b>
<b>Part 4A General Development Code</b>	<b>Yes</b>
<b>Part 5 Industrial and Business Alterations Code</b>	<b>Yes</b>
<b>Part 5A Industrial and Business Buildings Code</b>	<b>Not Applicable</b>
<b>Part 5B Container Recycling Facilities Code</b>	<b>Not Applicable</b>
<b>Part 6 Subdivisions Code</b>	<b>Yes</b>
<b>Part 7 Demolition Code</b>	<b>Yes</b>
<b>Part 8 Fire Safety Code</b>	<b>Yes</b>
<b>Part 9 Agritourism and Farm Stay Accommodation Code</b>	<b>Not Applicable</b>

Specific land exemptions may apply only to part of a lot. Nothing in clause 1.19 *SEPP (Exempt and Complying Development Codes) 2008* prevents complying development being carried out on part of a lot that is not land referred to in clause 1.19 even if other parts of the lot are such land.

- 4.2. If complying development may not be carried out on that land because of one of those clauses, the reasons why it may not be carried out under the clause.

<b>Not Applicable.</b>	
------------------------	--

- 4.3. If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

**Lot 24 DP 1017324**

**The Inland Code is varied.**

## 5. Exempt development

- 5.1. If the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.16(1)(b1)-(d) or 1.16A.

**Does the land meet the requirements under Clause 1.16(1)(b1)-(d) as land on which exempt development may be carried out for the following exempt development codes:**

### 5.1.1. Division 1 General Exempt Development Code

**Lot 24 DP 1017324**                      **Yes.**

### 5.1.2. Division 2 Advertising and Signage Exempt Development Code

**Lot 24 DP 1017324**                      **Yes.**

### 5.1.3. Division 3 Temporary Uses and Structures Exempt Development Code

**Lot 24 DP 1017324**                      **Yes.**

Refer also to Part 3 and Schedule 2 of *Queanbeyan-Palerang Regional Local Environmental Plan 2022*. This Schedule contains additional exempt development not specified in *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. Note that exempt development may be carried out without the need for development consent under the Act, however, such development is not exempt from any approval, licence, permit or authority that is required under any other Act and adjoining owners' property rights and the common law still apply.

- 5.2. If exempt development may not be carried out on that land because of one of those clauses, the reasons why it may not be carried out under the clause.

### 5.2.1. Division 1 General Exempt Development Code

**Lot 24 DP 1017324**                      **Not applicable.**

### 5.2.2. Division 2 Advertising and Signage Exempt Development Code

**Lot 24 DP 1017324**                      **Not applicable.**

### 5.2.3. Division 3 Temporary Uses and Structures Exempt Development Code

**Lot 24 DP 1017324**                      **Not applicable.**

- 5.3. If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

**Not applicable.**

## 6. Affected building notices and building product rectification orders

**Affected building notice** has the same meaning as in the *Building Products (Safety) Act 2017*, Part 4.

**Building product rectification order** has the same meaning as in the *Building Products (Safety) Act 2017*

- 6.1. Is there any affected building notice of which the council is aware that is in force in respect of the land?

**No.**

- 6.2. Is there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and

**No.**

- 6.3. Whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

**No.**

## 7. Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

**Lot 24 DP 1017324**                      **No.**

## 8. Road widening and road realignment

- 8.1. Is the land affected by a road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*?

**Lot 24 DP 1017324**                      **No.**

- 8.2. Is the land affected by any road widening or road realignment under any environmental planning instrument?

**Lot 24 DP 1017324**                      **No.**

- 8.3. Is the land affected by any road widening or road realignment under any resolution of the Council?

**Lot 24 DP 1017324**                      **No.**

## 9. Flood related development controls information

**Flood planning area** has the same meaning as in the *Flood Risk Management Manual*.

**Flood Risk Management Manual** means the *Flood Risk Management Manual (ISBN 978-1-923076-17-4)* published by the NSW Government in June 2023.

**Probable maximum flood** has the same meaning as in the *Flood Risk Management Manual*.

- 9.1. Whether the land or part of the land is within the flood planning area and is subject to flood related development controls.

**Lot 24 DP 1017324** **No.**

<https://www.qprc.nsw.gov.au/Building-Development/Planning-Zoning/Planning-Controls#section-8>

- 9.2. Whether the land or part of the land is between the flood planning area and the probable maximum flood and is subject to flood related development controls.

**Lot 24 DP 1017324** **No.**

## 10. Council and other public authority policies on hazard risk restrictions

Is the land affected by a policy adopted by council that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or any other risk (other than flooding)?

**Adopted policy** means a policy adopted—

(a) by the council, or

(b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

- 10.1. Tidal inundation, subsidence, acid sulphate soils, coastal hazards and sea level rise:

**No.**

- 10.2. Bushfire:

**All land in QPRC is affected by policies adopted by the council that restricts the development of the land because of the likelihood of bushfire. Refer to Clause 11 of this certificate to check if the land is bushfire prone.**

- 10.3. Contamination:

**All land in QPRC is affected by policies adopted by the council that restricts the development of the land because of the likelihood of contamination. Refer to Clause 12 of this certificate to check if the land has been identified in the Loose-Fill Asbestos Insulation Register.**

**Lot 24 DP 1017324**

**The land has not been assessed for the likelihood of contamination by Council considering past uses or results of systematic testing. It is not known if Contaminated Land provisions of the Development Control Plan or the relevant State legislation, apply.**

- 10.4. Salinity:

**Lot 24 DP 1017324** **No.**

10.5. Highly erodible soils:

**Lot 24 DP 1017324**                      **No.**

10.6. Slopes over 18 degrees:

**Lot 24 DP 1017324**                      **No.**

10.7. Aircraft noise:

**Lot 24 DP 1017324**                      **No.**

<https://www.canberraairport.com.au/corporate/community/aircraft-noise/>

10.8. Land near Cooma Road Quarry:

**Lot 24 DP 1017324**                      **No.**

10.9. Land near Hume Industrial Area and Goulburn to Bombala Railway Line:

**Lot 24 DP 1017324**                      **No.**

## **11. Bushfire prone land**

Is the land bushfire prone?

**Lot 24 DP 1017324**

**Yes. The land is fully bushfire prone as defined in Section 10.3 of the Environmental Planning and Assessment Act 1979. Refer to the relevant Development Control Plan [clause 1 of this certificate].**

## 12. Loose-fill asbestos insulation

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division.

**No.**

**Council is not aware of any residential premises on the land that are affected by loose-fill asbestos insulation (Division 1A of Part 8 of the *Home Building Act 1989*) and that are listed on the NSW register that is required to be maintained under that Division.**

**NSW Fair Trading maintains a NSW Register of homes that are affected by loose-fill asbestos insulation:** [www.fairtrading.nsw.gov.au/loose-fill-asbestos-insulation-register](http://www.fairtrading.nsw.gov.au/loose-fill-asbestos-insulation-register)

**Some buildings located in the Queanbeyan-Palerang local government area have been identified as containing loose-fill asbestos insulation (sometimes referred to as “Mr Fluffy” insulation), for example, in the roof space. You should make your own enquiries as to the age of the buildings on the land to which this certificate relates.**

**If the land contains a building constructed prior to 1980, Queanbeyan-Palerang Regional Council strongly recommends that any potential purchaser obtains advice from a licensed asbestos assessor to determine whether loose-fill asbestos is present in any building on the land; and, if so, the health risks (if any) this may pose for the building’s occupants.**

**Nothing in this statement relates to information about the presence of bonded asbestos materials such as asbestos cement sheeting that may have been used at this site.**

**Contact NSW Fair Trading for further information:**

<https://www.fairtrading.nsw.gov.au/housing-and-property/loose-fill-asbestos-insulation>

## 13. Mine subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

**No.**

## 14. Paper subdivision information

The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

**No.**

## 15. Property Vegetation Plans

Whether Council has been notified that a property vegetation plan under the *Native Vegetation Act 2003* applies to the land.

**Lot 24 DP 1017324                      No.**

## 16. Biodiversity stewardship sites

Whether the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*.

**Lot 24 DP 1017324                      No.**

## 17. Biodiversity certified land

Whether the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*.

**Lot 24 DP 1017324**                      **No.**

## 18. Orders under *Trees (Disputes Between Neighbours) Act 2006*

Whether Council has been notified whether an order has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

**No.**

## 19. Annual charges under *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works

In relation to a coastal council—whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

**Not applicable.**

## 20. Western Sydney Aerotropolis

For land to which *State Environmental Planning Policy (Precincts-Western Parkland City) 2021* applies, whether the land is:

- 20.1. in an ANEF or ANEC contour of 20 or greater as referred to in that Chapter, section 4.17, or
- 20.2. shown on the Lighting Intensity and Wind Shear Map, or
- 20.3. shown on the Obstacle Limitation Surface Map, or
- 20.4. in the “public safety area” on the Public Safety Area Map, or
- 20.5. in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.

**Not applicable.**

## 21. Development consent for seniors housing

If *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5 applies to the land, are there any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2)? Section 88(2) restricts who may occupy seniors housing accommodation.

Application No	Description
----------------	-------------

**Not applicable.**

## 22. Site compatibility certificates and conditions for affordable rental housing

22.1. Whether there is a current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land:

**former site compatibility certificate** means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

**No.**

22.2. If *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 applies to the land, are there any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1)? Section 21(1) or 40(1) specify certain conditions to be met for a period of at least 15 years commencing on the day an occupation certificate is issued.

Application No	Description
----------------	-------------

**Not applicable.**

22.3. Are there any conditions of a development consent in relation to land that are of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1)? Section 17(1) or 38(1) specify certain conditions to be met for a period of at least 10 years commencing on the day an occupation certificate is issued.

Application No	Description
----------------	-------------

**Not applicable.**

### 23. Water or sewerage services

Whether water or sewerage services are provided to, or to be provided to, the land under the *Water Industry Competition Act 2006*.

**Note:** A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the *Water Industry Competition Act 2006*, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the *Water Industry Competition Act 2006* is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the *Water Industry Competition Act 2006* become the responsibility of the purchaser.

**Not applicable.**

### 24. Special entertainment precincts

Whether the land or part of the land is in a special entertainment precinct within the meaning of the *Local Government Act 1993*, section 202B.

A **special entertainment precinct** is an area in which—

- (a) sound from entertainment activity from premises in the area is regulated in accordance with a precinct management plan, and
- (b) requirements about sound attenuation included in a precinct management plan apply to certain types of development in the area, and
- (c) dedicated live music and performance venues are authorised to trade for an additional 60 minutes under the *Liquor Act 2007*, section 12A(4).

**No.**

### 25. Interim development in future infrastructure corridors

If *State Environmental Planning Policy (Transport and Infrastructure) 2021*, section 4.7A applies to the land, a condition of a development consent granted in relation to the land that is a condition of the concurrence granted by Transport for NSW under that section.

**Not applicable.**

**Matters prescribed by section 59(2) Contaminated Land Management Act 1997**

- (a) Whether there is land to which a certificate relates regarding significantly contaminated land within the meaning of that Act.

**Lot 24 DP 1017324                      No.**

- (b) Whether there is land to which a certificate relates regarding being subject to a management order within the meaning of that Act.

**Lot 24 DP 1017324                      No.**

- (c) Whether there is land to which a certificate relates regarding the subject of an approved voluntary management proposal within the meaning of that Act.

**Lot 24 DP 1017324                      No.**

- (d) Whether there is land to which a certificate relates regarding being subject to an ongoing maintenance order within the meaning of that Act.

**Lot 24 DP 1017324                      No.**

- (e) Whether there is land to which a certificate relates regarding being the subject of a site audit statement within the meaning of that Act.

**Lot 24 DP 1017324                      No.**

**Note:** Land that has been notified to the Environmental Protection Agency (EPA) as being potentially contaminated is identified on the EPA's List of notified sites. This list contains information about contamination orders and other regulatory actions that may be under assessment or in force under Section 60 of the *Contaminated Lands Management Act 1997*.

<https://www.epa.nsw.gov.au/Your-environment/Contaminated-land/notified-and-regulated-contaminated-land/list-of-notified-sites>

**Additional notes**

**No additional notes.**

**Notes and disclaimer**

1. The information in this certificate only relates to the real property identifier associated with the property and not to any licence or permissive occupancy that may be attached to and included in the property details contained in the description of the land.
2. The NSW *Environmental Planning and Assessment Act 1979* is referred to in this Certificate as 'the Act'.
3. This certificate contains information provided to Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.

Checked: JB



**Rebecca Ryan**  
General Manager  
Queanbeyan-Palerang Regional Council

18 May 2026

## QUEANBEYAN-PALERANG REGIONAL COUNCIL SEWER SERVICE DIAGRAM

Chris Young  
chris@harringtonhall.com.au

### Subject Land:

<b>Certificate Number:</b>	ENG.2026.0945
<b>Property Address:</b>	32 Hill Road ROYALLA NSW 2620
<b>Legal Description:</b>	Lot 24 DP 1017324

Thank you for your request for a sewer service diagram for the above-mentioned property.

Council's records show an Onsite Sewage Management System (OSSM) exists on this property. The attached diagram provides a representation of the location of the internal sewer services that connect the structure/s on the property to a septic system.

This property is not serviced by Council infrastructure, and accordingly there is no external diagram to provide.

Yours Faithfully,

**Ruth Ormella**  
Director, Development and Environment  
Queanbeyan-Palerang Regional Council

Compiled by: DR

Signature: 

25 May 2026

### Disclaimer

*The actual location of the main should be accurately determined on site.*

*There may be other drains, services, or easements associated with this property, and further investigation might be needed to accurately determine their locations.*

### OFFICES

144 Wallace St, Braidwood  
13 Gibraltar St, Bungendore  
257 Crawford St, Queanbeyan

### POSTAL

PO Box 90, Queanbeyan NSW 2620

### PHONE

P: 1300 735 025

### EMAIL/WEB

E: [council@qprc.nsw.gov.au](mailto:council@qprc.nsw.gov.au)  
W: [www.qprc.nsw.gov.au](http://www.qprc.nsw.gov.au)

ABN 95 933 070 982

19 September 2022

Dear Sir/Madam

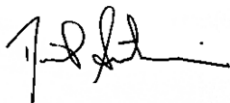
**Onsite Sewage Management System assessment advice**  
**Premises: Lot 24 DP 1017324, 32 Hill Road ROYALLA NSW 2620**

On 18 August 2022 an officer from Queanbeyan-Palerang Regional Council inspected and assessed your system of sewage management. Your system was determined to be functioning properly and an approval to operate it has been issued.

The risk level of the site was determined to be Medium, based on a standard environmental and public health assessment process, and hence the approval period is for 5 years.

An approval to operate together with appropriate conditions is attached for your information. Complying with these conditions is important to maintain environmental and public health safety. Note that failure to comply with the conditions will void the approval.

Yours sincerely



**David Anthony**  
Environmental Officer (OSSM)  
**Queanbeyan-Palerang Regional Council**



6. The effluent management area shall not be used for active or passive recreational activities or for growing vegetables or fruit for human consumption.
7. Grass on the effluent management area is to be kept to a maximum of 100mm with clippings removed from the area after mowing.
8. Fencing to the effluent management area is to be maintained in perpetuity for the life of the system.
9. Final effluent from the AWTS taken in any random grab sample shall comply with the following standard:
  - . BOD<sup>5</sup> Less than 30mg/L
  - . TSS Less than 45mg/L
  - . E.Coli Less than 100cfu/100ml
  - . Free Residual Chlorine > 0.2 and < 2.0mg/L
10. All irrigation pipe work and fittings must comply with AS2698 Plastic pipes and fittings for irrigation and rural applications; and
  - a) Standard hose fittings must not be used
  - b) The irrigation system must not be capable of being connected to the mains water supply
11. The system shall be maintained and inspected by an approved service agent quarterly (or as per the specific system requirements as detailed on the NSW Health Accreditation Certificate for the system). Service reports shall be submitted to Council no later than 4 weeks after the service.
12. Within the effluent management area there must be at least two warning signs that comply with AS1319 and have:
  - a) a green background
  - b) 20mm high capital lettering in black or white, and
  - c) the words "Reclaimed Effluent- Not for Drinking- Avoid Contact"

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## 9. References

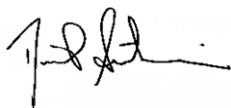
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## 10. Right of Appeal

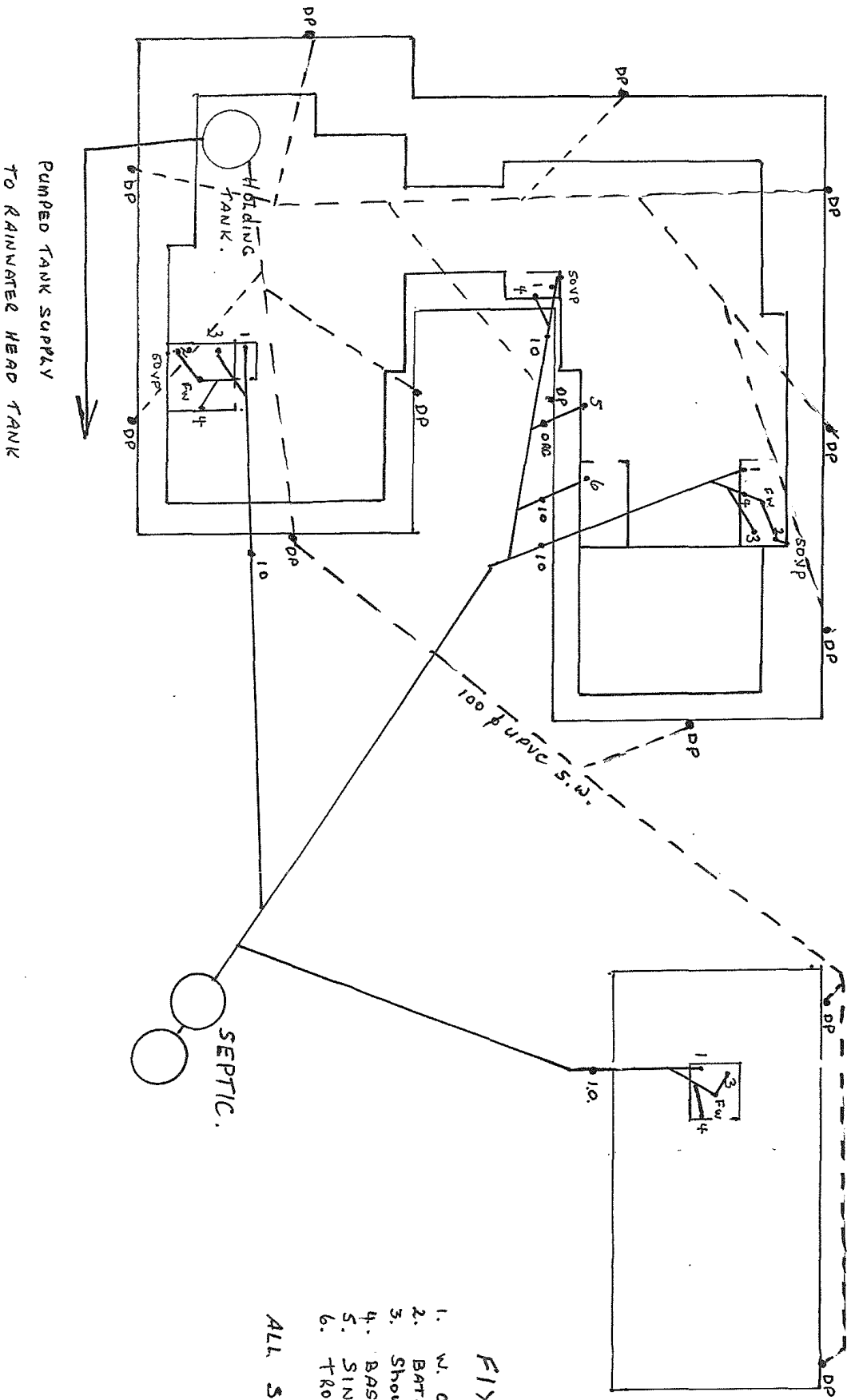
If you are dissatisfied with the decision, section 176 of the *Local Government Act 1993* gives you the right to appeal to the Land and Environment Court within 12 months after the date on which you receive this notice.

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## 11. Signature



**David Anthony**  
Environmental Officer (OSSM)  
**Queanbeyan-Palerang Regional Council**



- FIXTURES:**
- 1. W. CLOSET (4)
  - 2. BATH (2)
  - 3. SHOWER (3)
  - 4. BASIN (4)
  - 5. SINK (1)
  - 6. TROUGH (1)

ALL SEWER LINES 100 φ U.P.V.C.

1:200.



# Residential REPORTS



## PRESALE REPORT

**32 Hill Road**

Royalla

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**REPORT PREPARED**

15 June 2026



35 Poynton Street Hughes



6288 0402



[info@residentialreports.com.au](mailto:info@residentialreports.com.au)

## SITE RECORD

ADDRESS	32 Hill Road Royalla
INSPECTION DATE	12 June 2026
INSPECTOR	Adam Macie
CLIENT	Fay & Colin Sweeny
JOB REFERENCE	47241
WEATHER CONDITIONS	Fine
OCCUPANCY STATUS	unoccupied - the dwelling was unfurnished at the time of the inspection

## INSPECTION DATA SUMMARY

WALL CONSTRUCTION	<ul style="list-style-type: none"><li>metal cladding</li></ul>
ROOF CONSTRUCTION	<ul style="list-style-type: none"><li>timber truss construction corrugated metal roof covering</li></ul>
FLOOR CONSTRUCTION	<ul style="list-style-type: none"><li>concrete slab construction</li><li>bearers and joists with construction particle board flooring</li></ul>
CONSTRUCTION	<ul style="list-style-type: none"><li>the dwelling is of adequate construction and structural workmanship for this type of residential development and its condition is commensurate with the era of construction, design, age and use</li></ul>
MAINTENANCE	<ul style="list-style-type: none"><li>there are maintenance items detailed in this report, please read the entire report</li></ul>
TIMBER PEST REPORT	<ul style="list-style-type: none"><li>please review the entire report, including the <i>Timber Pest Overview and Recommendations</i> sections, for complete details and context</li><li>evidence of termite workings and or damage was sighted exterior to the building at the time of our inspection</li><li>evidence of wood decay fungi (wood rot) was found exterior to the building at the time of inspection</li><li>evidence of borer damage was found exterior to the building at the time of inspection</li></ul>

**IMPORTANT:** *This report is intended to be read in its entirety. You must carefully read the full document including Detailed Inspection Information, Warranty & Use and Scope & Limitations prior to making any critical decisions.* The above Data Summary is supplementary to the Report and should not be used as a standalone reference. It is imperative to review the complete Report and in the case of any discrepancies between the Report and the above comments, the information in the detailed Report is the final authority. The reader is requested to immediately contact us if any content is not fully understood and requires clarification or further explanation. We value the opportunity to work on this inspection project and wish you all the best as you evaluate this property.

Signed on behalf of:

[Residential Reports Pty Limited ABN 38 609 880 122](#)

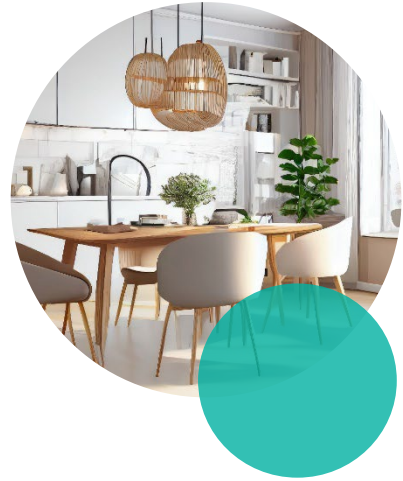
*Adam Macie*

Adam Macie

Building & Timber Pest Assessor

## INSPECTION SCOPE – INTRODUCTION FOR THE READER

***The reader must refer to the comprehensive Warranty & Use and Scope & Limitations at the end of this report.*** This report is written with reference to the Australian Standards outlined in our Scope & Limitations and is the result of a largely visual inspection only as required by the Standards. The inspection has been conducted to identify notable defects, insofar as an inspector can reasonably identify them and considering the building's age. Comments are provided primarily for items that could impact property value, normal wear and tear for an older building may not be detailed. If there are any discrepancies between the "Summary" and the Detailed Report, the Detailed Report should be relied upon. Where testing is undertaken and there are adverse findings, details will be noted. We do not inspect features such as electrical appliances, utilities, or swimming pool/s and equipment; qualified technicians should be consulted. This report does not quantify ongoing maintenance, upgrades, cosmetic works, or minor defects. If present, significant defects will be noted, and further investigation may be recommended. Where reference has been made to termites (live species or prior activity) and maintenance or defects of significance, we strongly advise that prior to making any critical decisions, that the services of a suitably qualified tradesperson be engaged to quantify remedial action. Report comments may seem repetitive to emphasise that all inspected elements have been reviewed and a summary of inspection items is included at the end of the report for your reference.



## STANDARD INDICATORS EXPLAINED

Our Inspector uses the terms below to describe the condition of building elements. The inspection is visual and conducted under normal lighting. These terms consider factors like the building's age, construction quality and type. Keep in mind that what is considered "good" may vary between an older and a modern building. There are no estimates for repair costs reported, as these depend on your service provider and chosen action:

<b>GOOD</b>	The feature is generally in good condition and does not require major repairs. Minor imperfections in the finish or structure may be present. For elements like windows and doors, the observation refers to a visual inspection only, focusing on substantial defects affecting the property, not operational issues.
<b>FAIR</b>	The feature is functional but has deteriorated and would benefit from cosmetic or remedial repair work.
<b>POOR</b>	The feature in the inspector's opinion, requires remedial action. Repairs or replacement are considered necessary rather than discretionary.
<b>NO SIGNIFICANT DEFECTS</b>	This condition is applied when no significant structural or functional defects are observed. Minor issues may be present, and any remedial action is discretionary.
<b>DEFECTS HAVE BEEN IDENTIFIED</b>	This condition is applied where the inspector has identified defects that require remedial action or investigation considered necessary rather than discretionary.



## IMPORTANT NOTE

Your inspector has conducted a comprehensive visual site assessment following Australian Standards for the Building Report and Timber Pest Report. Whilst the reports are considered separate, we've organised all the data for each area into a single table for your convenience. For example, when commenting on fences, you'll find information on both building maintenance and pest considerations in the one table. Where suspected water leakage, termite activity, active or latent, or building defects have been identified in this report, we strongly suggest further investigation. **The reader must refer to the comprehensive Warranty & Use and Scope & Limitations contained in this report as it contains important advice for intending purchasers and for the owner of this building.** A proactive approach to building maintenance and timber pest management is essential to the upkeep of the property.

## INTERIOR

### Entrance

ceilings and cornices	fair to good <ul style="list-style-type: none"><li>there is cracking to the cornice at the expansion joint</li></ul>
architraves and skirting boards	good
walls	good
doors and windows internal	good

### Bedroom One

ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good

### Bedroom Two

ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good

### Bedroom Three

ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good

### Bedroom Four

ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good

<b>Ensuite</b>	
ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good
vanity/hand basin	fair to good <ul style="list-style-type: none"> <li>the vanity has marks and signs of wear commensurate with its age</li> </ul>
shower screen	good
toilet suite	good
ventilation	<ul style="list-style-type: none"> <li>ceiling fan unit (with heat lamps)</li> </ul>
water leakage	<ul style="list-style-type: none"> <li>no water leakage detected in accessible areas</li> </ul>
wall tiles	good
floor tiles	good
fit-out	good
bath	good <ul style="list-style-type: none"> <li>spa bath - the pump has not been tested</li> </ul>
hardware, fixtures and fittings	good

<b>Bathroom</b>	
ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good
vanity/hand basin	good
shower screen	good
bath	good
ventilation	<ul style="list-style-type: none"> <li>ceiling fan unit (with heat lamps)</li> <li>one heat lamp is not working</li> </ul>
water leakage	<ul style="list-style-type: none"> <li>no water leakage detected in accessible areas</li> </ul>
wall tiles	good
floor tiles	good
fit-out	good
hardware, fixtures and fittings	good

<b>Powder Room</b>	
ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good
toilet suite	good
vanity/hand basin	good
water leakage	<ul style="list-style-type: none"> <li>no water leakage detected in accessible areas</li> </ul>
ventilation	<ul style="list-style-type: none"> <li>there is no mechanical ventilation</li> </ul>
floor tiles	good
hardware, fixtures and fittings	good

<b>Toilet</b>	
ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good
toilet suite	good
water leakage	<ul style="list-style-type: none"> <li>no water leakage detected in accessible areas</li> </ul>
ventilation	<ul style="list-style-type: none"> <li>ventilation is provided by a ceiling mounted exhaust fan</li> </ul>
floor tiles	good
hardware, fixtures and fittings	good

<b>Laundry</b>	
ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good
laundry tub	good
water leakage	<ul style="list-style-type: none"> <li>no water leakage detected in accessible areas</li> </ul>
ventilation	<ul style="list-style-type: none"> <li>there is no mechanical ventilation</li> </ul>
floor tiles	good
hardware, fixtures and fittings	good
fit-out	fair to good <ul style="list-style-type: none"> <li>the fit-out is in functional condition with normal wear and tear evident</li> </ul>

<b>Kitchen, Dining and Living Area</b>	
ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good
sink	good
splashback	good
ventilation	<ul style="list-style-type: none"> <li>ventilation is provided by an externally ducted range hood</li> </ul>
hardware, fixtures and fittings	good
kitchen fit-out	good
fireplace/solid fuel heater	<ul style="list-style-type: none"> <li>there is a fireplace constructed in this area (unit not tested for safety or operation)</li> </ul>

<b>Family and Games Area</b>	
ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	fair to good <ul style="list-style-type: none"> <li>the cupboard door is binding with the frame, adjustment is required</li> </ul>

## Study

ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good

## Hallway

ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good

## Roof Cavity

insulation	<ul style="list-style-type: none"><li>the roof cavity is insulated with fibreglass batts</li></ul>
sarking	<ul style="list-style-type: none"><li>insulated sarking has been installed in the roof cavity</li></ul>
roof construction	<ul style="list-style-type: none"><li>timber truss construction</li><li>there is damage to the skylight shaft</li></ul>
termites - roof void	<ul style="list-style-type: none"><li>no active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection</li></ul>
wood decay - roof void	<ul style="list-style-type: none"><li>no evidence of wood decay (rot) fungi damage was sighted in areas accessible at the time of inspection</li></ul>
borers - roof void	<ul style="list-style-type: none"><li>no evidence of borer damage was sighted in areas accessible at the time of the inspection</li></ul>

## Interior/Main Dwelling

termites - interior	<ul style="list-style-type: none"><li>no active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection</li></ul>
wood decay - interior	<ul style="list-style-type: none"><li>no evidence of wood decay (rot) fungi damage was sighted in areas accessible at the time of inspection</li></ul>
borers - interior	<ul style="list-style-type: none"><li>no evidence of borer damage was sighted in areas accessible at the time of the inspection</li></ul>

Inspection Items	
roof exterior	<p>no significant defects</p> <ul style="list-style-type: none"> <li>• corrugated metal roof covering</li> <li>• the condition of the metal roof covering is commensurate with the age of construction, typically over time some fixings will ease and the sheeting will deflect and there can be oxidation of the metal surface At this inspection we found no evidence of roof leakages</li> </ul>
gutters and downpipes	no significant defects
eaves, fascia and barge ends	<p>defects have been identified</p> <ul style="list-style-type: none"> <li>• there are visible repairs to cracking to the eaves linings in some areas</li> </ul>
wall construction exterior	<p>no significant defects</p> <ul style="list-style-type: none"> <li>• metal cladding</li> </ul>
doors and windows external	no significant defects
floor construction	<p>defects have been identified</p> <ul style="list-style-type: none"> <li>• concrete slab construction</li> <li>• bearers and joists with construction particle board flooring</li> <li>• there is no evidence that the floor has any significant defects, floor coverings prohibit a visual inspection so it is possible that some minor defects may be concealed</li> <li>• there is uneven flooring to the entrance area</li> </ul>
driveway	<p>defects have been identified</p> <ul style="list-style-type: none"> <li>• there is some movement cracking in the driveway</li> </ul>
paths and paving	no significant defects
steps and stairs external	no significant defects
retaining walls	no significant defects
grounds	<p>defects have been identified</p> <ul style="list-style-type: none"> <li>• the garden pond can be filled higher than 300mm. The pond should be backfilled with a suitable medium to ensure that a maximum 300mm water level is not exceeded</li> <li>• the railway sleepers bordering areas of the garden are deteriorating in some areas. Typically, deteriorating sleepers are susceptible to attack by decay and timber pests. Having conducted a visual inspection only, we are unable to confirm that there is no pest activity or extensive timber decay occurring beyond the exposed surfaces</li> <li>• tree stumps are deteriorating in some areas. Typically, deteriorating stumps are susceptible to attack by decay and timber pests. Having conducted a visual inspection only, we are unable to confirm that there is no pest activity or extensive timber decay occurring beyond the exposed surfaces</li> <li>• visible evidence of borer damage was found in, but not necessarily limited to, some trees and or stumps located within the grounds, no treatment is required</li> <li>• visible evidence of subterranean termite workings and/or damage was observed in, but not necessarily limited to, trees/stumps located on the grounds</li> <li>• damage in the area/s noted appears to be extensive</li> <li>• there is general timber decay to the outbuildings and loose timbers around the property</li> <li>• damage in the area/s noted appears to be moderate</li> </ul>

Inspection Items	
solar unit	<ul style="list-style-type: none"> <li>• solar panels have been installed; the solar installation is not included in this inspection therefore, we do not comment on any aspect of its operation. Where solar panels have been installed, we are unable to apply a condition to the area of roof covering beneath due to restricted access</li> </ul>
fences and gates	no significant defects

### Subfloor

subfloor access and general	<ul style="list-style-type: none"> <li>• our inspection was restricted by low clearances</li> <li>• there is a cracked timber to the subfloor entrance door</li> </ul>
subfloor drainage & ventilation	<ul style="list-style-type: none"> <li>• whilst we are not plumbers, our inspection indicates that the subfloor drainage and ventilation is generally fair, inadequate drainage can lead to an environment conducive to timber pests, and improvement options such as vent airflow should be considered</li> <li>• there was significant surface moisture present at the time of our inspection. Moisture levels should be monitored to determine the extent of the problem. If elevated moisture levels are detected a drainage expert may need to be consulted to determine what remedial action is required</li> </ul>
termites - subfloor	<ul style="list-style-type: none"> <li>• no active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection</li> </ul>
wood decay - subfloor	<ul style="list-style-type: none"> <li>• no evidence of wood decay (rot) fungi damage was sighted in areas accessible at the time of inspection</li> </ul>
borers - subfloor	<ul style="list-style-type: none"> <li>• no evidence of borer damage was sighted in areas accessible at the time of the inspection</li> </ul>

### Garage

description	<ul style="list-style-type: none"> <li>• the double garage is under the roof line</li> </ul>
wall construction exterior	<p>good</p> <ul style="list-style-type: none"> <li>• metal cladding</li> </ul>
floor construction	<p>good</p> <ul style="list-style-type: none"> <li>• concrete slab construction</li> </ul>
doors	<p>good</p> <ul style="list-style-type: none"> <li>• two roller doors have been fitted</li> </ul>
walls	good
ceilings and cornices	good
doors and windows internal	good
termites - garage	<ul style="list-style-type: none"> <li>• no active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection</li> </ul>
wood decay - garage	<ul style="list-style-type: none"> <li>• no evidence of wood decay (rot) fungi damage was sighted in areas accessible at the time of inspection</li> </ul>
borers - garage	<ul style="list-style-type: none"> <li>• no evidence of borer damage was sighted in areas accessible at the time of the inspection</li> </ul>

<b>Garage/Shed</b>	
description	<ul style="list-style-type: none"> <li>detached metal garage</li> </ul>
roof exterior	good <ul style="list-style-type: none"> <li>corrugated metal roof covering</li> </ul>
gutters and downpipes	good
wall construction exterior	good <ul style="list-style-type: none"> <li>metal cladding</li> </ul>
floor construction	good <ul style="list-style-type: none"> <li>concrete footing with ground floor</li> </ul>
doors	good <ul style="list-style-type: none"> <li>two roller doors have been fitted</li> </ul>
termites - garage	<ul style="list-style-type: none"> <li>no active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection</li> </ul>
wood decay - garage	<ul style="list-style-type: none"> <li>no evidence of wood decay (rot) fungi damage was sighted in areas accessible at the time of inspection</li> </ul>
borers - garage	<ul style="list-style-type: none"> <li>no evidence of borer damage was sighted in areas accessible at the time of the inspection</li> </ul>

<b>Deck</b>	
decking timbers	good
deck support posts	no condition has been applied <ul style="list-style-type: none"> <li>we were unable to inspect all areas of the deck substrate, therefore we cannot comment on the overall condition of posts that are not visible</li> </ul>
structural integrity	good
termites - deck	<ul style="list-style-type: none"> <li>no active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection</li> </ul>
wood decay - deck	<ul style="list-style-type: none"> <li>no evidence of wood decay (rot) fungi damage was sighted in areas accessible at the time of inspection</li> </ul>
borers - deck	<ul style="list-style-type: none"> <li>no evidence of borer damage was sighted in areas accessible at the time of the inspection</li> </ul>

<b>Pergola</b>	
pergola roof	not applicable
structural integrity	good <ul style="list-style-type: none"> <li>steel construction</li> </ul>

<b>Pergola</b>	
pergola roof	good <ul style="list-style-type: none"> <li>polycarbonate roof</li> </ul>
structural integrity	good <ul style="list-style-type: none"> <li>steel construction</li> </ul>

Verandah	
patio construction	fair to good <ul style="list-style-type: none"> <li>• concrete slab</li> <li>• there is minor cracking to the concrete slab in some areas, however this was not considered structurally significant at the time of inspection</li> </ul>
balustrades and handrails	good
drainage	good <ul style="list-style-type: none"> <li>• drainage appears to be directed away from the dwelling, however, this was not tested at the time of inspection</li> </ul>

## TIMBER PEST - OVERVIEW & RECOMMENDATIONS

Overall risk - pest	<ul style="list-style-type: none"> <li>considering all of the relevant factors, it is our opinion that the overall degree of risk of timber pest infestation to the property is HIGH - we strongly recommend that regular inspections are undertaken</li> </ul>
Evidence of timber pests	<ul style="list-style-type: none"> <li>evidence of termite workings and or damage was sighted exterior to the building at the time of our inspection</li> <li>evidence of wood decay fungi (wood rot) was found exterior to the building at the time of inspection</li> <li>evidence of borer damage was found exterior to the building at the time of inspection</li> </ul>
Evidence of a termite nest	<ul style="list-style-type: none"> <li>no, please read the report in full</li> </ul>
Evidence of a pest treatment	<ul style="list-style-type: none"> <li>we found a preventative treatment notice posted in the meter box</li> <li>at the time of inspection a chemical termite management system was observed, maintenance to chemical systems is required and you should follow up with the installer or manufacturer</li> </ul>
Pest treatment required?	<ul style="list-style-type: none"> <li>at the time of inspection a chemical system was already in place, continued servicing of this system is essential to ensure effective treatment</li> </ul>
We recommend pest inspections are conducted every:	<ul style="list-style-type: none"> <li>6 to 12 months</li> </ul>
Drainage and ventilation	<ul style="list-style-type: none"> <li>whilst we are not plumbers, it is considered that the drainage is generally fair</li> </ul>
Mould	<ul style="list-style-type: none"> <li>mould was not observed at time of inspection</li> </ul> <p>Mould on walls and ceilings etc; is an indicator of high moisture or very poor ventilation. If reported you should commission further investigation by a builder or an Industry Hygienist as its presence may indicate a water leak, wood decay or termites behind the wall or ceiling sheeting.</p>
Weep holes	<p><b>Were the weep holes clear allowing the free flow of air?</b></p> <ul style="list-style-type: none"> <li>not applicable, no weep holes have been installed</li> </ul> <p>Weep holes are small openings that allow water to drain from within an assembly. Weeps are located at the bottom of the building to allow for drainage. It is important that soil, lawn, concrete paths or pavers do not cover the weep holes. Sometimes they have been covered during the rendering of the brick work. They should be clean and free flowing. Covering the weep holes in part or in whole may allow undetected termite entry.</p>
Slab edge exposure	<p><b>Is the slab edge exposed?</b></p> <ul style="list-style-type: none"> <li>not applicable, suspended timber and slab floor construction</li> </ul> <p>Where external concrete slab edges are not exposed there is a high risk of concealed termite entry. In some buildings built since July 1995 the edge of the slab forms part of the termite shield system. In these buildings an inspection zone of at least 75mm should be maintained to permit detection of termite entry. The concrete edge should not be concealed by render, tiles, cladding, flashings, adjoining structures, paving, soil, turf or landscaping etc. Where this is the case, you should arrange to have the slab edge exposed for inspection. Concealed termite entry may already be taking place but could not be detected at the time of the inspection. This may result in concealed timber damage.</p>
Termite shields (ant caps)	<p><b>In our opinion the termite shields appear to be:</b></p> <ul style="list-style-type: none"> <li>termite shields inadequate as soldered or sealed joints with an approved termite resistant sealant have separated</li> </ul> <p>Termite Shields should be in good order so termite workings are exposed and visible. This helps stop termites gaining undetected entry.</p>

Hot water, air conditioning and water tanks	<p>Units that release water alongside or near to building walls need to be connected to a drain. If this is not possible then their water outlet needs to be piped several meters away from the building, as the resulting wet area is highly conducive to termites.</p> <p><b>Is there a need for work to be carried out?</b></p> <ul style="list-style-type: none"> <li>● no - all units appear to be connected to a drain or piped away on the day of inspection</li> </ul>
General recommendations	<ul style="list-style-type: none"> <li>● As this property is located in an area where subterranean timber pests are commonly found we strongly recommend that you have regular inspections carried out no later than every 6-12 months (or as specifically recommended above) to ensure that there is no termite activity present in your buildings and structures.</li> <li>● Any untreated timbers in direct contact with the soil are very conducive to attack from subterranean termites. These should be removed and replaced with a material not conducive to attack such as brick, stone, concrete or treated timber.</li> <li>● Removal of tree stumps in grounds is recommended as stumps still in contact with the ground are very conducive to termite attack.</li> <li>● The stored timbers and/or firewood in the grounds should be removed or elevated onto a material which is not conducive to attack such as brick, stone or concrete.</li> <li>● Large trees (particularly eucalypt variety) are regular nesting sites for the most common termite species found in our region. Trees on the property have been visually inspected up to a height of 2 metres, where possible and practicable for signs of termite activity. It is however, very difficult and generally impossible to locate a termite nest visually as they are underground and evidence in trees is usually well concealed. Drilling and testing of large trees is recommended to determine if they are harbouring a termite nest.</li> </ul>

It should be noted that if the risk factor specified in this report is considered to be high it is encouraging awareness that increased vigilance is warranted. Any recommendations regarding reducing conditions that are conducive to timber pests or frequency of inspections should be observed. If termite activity, active or latent, has been identified in this report, we strongly suggest an invasive inspection is carried out. To safeguard against potential timber pest issues, we recommend that a full inspection be undertaken every 6-12 months at a minimum or as specifically recommended above. We strongly encourage the property owner to consider implementing a Timber Pest Preventative Management Plan, which includes periodic Termite Inspections. A proactive approach will help ensure the ongoing protection of the property. Please call our office on 6288 0402 for advice and information or to arrange a customised schedule for this building or contact your regular inspector.



## PROPERTY ACCESS

Restricted access caused by stored goods, furnishings, window treatments, floor coverings, security devices, vegetation, duct work, confined spaces, insulation and other impediments will limit the scope of this inspection. Whilst every effort has been made to conduct a comprehensive roof cavity and subfloor inspection there are limitations relative to safe access requirements which include low clearances, the availability of safe walk-ways and work-safe temperatures, which when applicable, will limit the inspection. The roof exterior is inspected when accessible from a 3.6 metre ladder, or from ground level where there are height restrictions. Only structures, fences and/or trees within 30m of the building but within the property boundaries were inspected. No inspection was made, and no report is submitted with respect to inaccessible areas. These include, but may not be limited to, cavity walls, concealed frame timbers, eaves, flat roofs, fully enclosed patios, subfloors, soil concealed by concrete floors, wall linings etc. Where a property is furnished at the time of the inspection the furnishings and stored goods may be concealing evidence of Timber Pest Activity. This evidence may only be revealed when the property is vacated. A further inspection of the vacant property is strongly recommended in this case. Please note where a complete inspection of any area was not possible, timber pest activity and/or damage may exist in these areas. Prior to making any critical decisions, further inspections are strongly recommended to areas where reasonable access is unavailable, obstructed or restricted or a high risk of possible timber pests and /or damage exists.

Granny Flat/32 Hill Road Royalla	
Area	Restrictions
<b>INTERIOR</b>	access during inspection of the interior of the property was restricted by: - window treatments and floor coverings
<b>SUBFLOOR</b>	access in the subfloor was restricted by: - low clearances - insulation
<b>ROOF CAVITY</b>	our inspection of the roof cavity was restricted by: - low clearances - insulation covering the ceiling framing - inspection around the eaves was restricted due to low pitch and clearances - sarking and duct work
<b>ROOF EXTERIOR</b>	roof exterior: - safety harness anchors and edge restraints were not available. Work Health and Safety regulations required a top of ladder inspection - safe access limitations did not allow for all areas of the roof to be inspected
<b>GROUNDS &amp; EXTERNAL STRUCTURES</b>	access to the inspection of grounds/external structures was restricted by: - vegetation restricted visual inspection to some areas - the deck is fully enclosed and there is no access underneath the structure

## WARRANTY & USE OF OUR REPORTS

This report is **intended to be read in its entirety**. The report is written solely for the use and benefit of:

The Client named in this report

The Purchaser of the property

No liability or responsibility in contract or tort or statute is accepted to any Other Party who may rely on the report wholly or in part. Any Other Party acting or relying on this report, wholly or in part, does so at their own risk. Additionally, no liability or responsibility will be accepted if the invoice for this report is not paid on or before settlement of the sale contract or within one hundred and eighty (180) days from the date of inspection.

No liability shall be accepted on account of failure of the report to notify any termite activity and/ or damage present at or prior to the date of the report in any areas of the subject property physically inaccessible, or to which access for inspection is denied by or to the Inspector including but not limited to any areas so specified by the Report. Furthermore, we do not assume liability for any omissions, errors, or inaccuracies in documents provided by external agencies, the client, or their representative. The report is only an opinion of Residential Reports and is valid for one hundred and eighty (180) days from the date of inspection as per the Civil Law (Sale of Residential Property) Act. No liability will be accepted or claims considered after the expiration of this period of liability.



Before the property exchange, you will have the opportunity to attend a pre-settlement inspection to conduct your due diligence. Carefully consider the building's age and its impact on elements like windows, doors, and cupboards. Our inspectors do not assess ongoing maintenance, and as such you or your representative should personally appraise relevant building elements. If it is claimed that there is an omission relating to this report, Residential Reports must be notified in writing before any action is taken. No liability shall be accepted where any costs (including for remedial action or professional advice) are incurred by the claimant prior to Residential Reports receiving written notification along with evidence of the defect or omission, being given a reasonable opportunity to re-inspect the property, obtain professional advice and propose a resolution or arrange for rectification work to be undertaken. Unless costs are specified and agreed to in writing, no liability will be accepted. No liability shall be accepted for any costs incurred in excess of the reasonable costs required to rectify the defect or omission claimed. ***This report supersedes any other report, verbal or written, given to you by this company in respect of this property. If you have questions or do not understand any part of this document and require clarification, please contact us prior to acting on this report. Copyright remains with Residential Reports, the report content, style and presentation is not to be copied or reproduced without written authority of the Company.***

## SCOPE & LIMITATIONS OF OUR INSPECTION

This report has been prepared as a result of a largely **VISUAL INSPECTION ONLY** with limited operational testing conducted as required by Australian Standard AS 4349.0-2007 Inspection of Buildings (General requirements), AS 4349.1-2007 Inspection of Buildings (Pre-purchase inspections - Residential Buildings) and AS 4349.3 - 2010 Inspection of Buildings Part 3: Timber Pest Inspections. It is limited to the condition of those areas of the property that were fully accessible (see Safety and Reasonable Access) and visible to the inspector at the time of inspection. In the case of a Strata type property, our inspector only undertakes an examination of the interior of the unit. You must read the entire report and Scope & Limitations sections before reaching any conclusions regarding our opinion of the property's condition. Any person relying on this report acknowledges the following clauses, which define the Scope and Limitations of the inspection and form an integral part of the report.

## LIMITATION OF LIABILITY

This report is valid on the date of inspection. Responsibility is not accepted for any matter that is not evident, or, for any deterioration of the property that occurs after the date of the inspection. The inspection is a visual assessment only.

The operation/working condition of limited features may have been commented on during the course of our inspection. Operational testing is limited, where testing occurs and a defect is identified, this defect may be noted in the Report if it is a major defect and may be investigated further to provide more detail. However, this does not impose on the inspector any further obligation to test each same item, nor does it impose an obligation to make note if in the inspector's reasonable view, the defect is not a major defect. There is no guarantee

that items referenced will operate as intended at a later date. Prior to purchase, the purchaser must conduct their own due diligence most particularly where defects have been documented in this report so that they are able to quantify the extent and cost of required remedial action. The Purchaser acknowledges that they should not solely rely on this Report as to the exact condition of the property and that they should obtain independent advice from a qualified technician relative to required remedial actions.

Concealed areas are not reported on. Concealed defects may include, but are not limited to:

- Breakage, blockage or interference with concealed pipes, concealed window and door mechanisms
- Defective service installations
- Any part of the structure which is underground or concealed e.g. footings, wall and ceiling framing, concealed floor structures
- Areas concealed by furnishings, fixtures and fittings or stored goods, low clearances or where safe access is not possible.

Responsibility is not accepted for defects which are latent or otherwise not reasonably detected in a visual inspection without interference with, removal or breaking apart of any of the structure including fixtures, fittings, furniture, insulation or stored items within and around the building. The inspector notes that some defects may be concealed, obstructed and/or inaccessible at the time of the inspection. The reader should be aware that various features of the property such as large and heavy furniture, as well as electrical goods including washing machines and fridges may obstruct the view of the inspector and/or make possible defects inaccessible such that their visibility to the inspector is limited and they may not be identified. The Purchaser acknowledges that Residential Reports will not accept any liability for concealed, obstructed and/or inaccessible defects that the inspector does not identify.



## EXCLUSION OF ITEMS FROM INSPECTION

AS 4349.1 – 2007 excludes reporting of the following items: Footings below ground, concealed damp-proof course, electrical installations, operation of smoke detectors, light switches and fittings, TV, sound and communications and security systems, concealed plumbing, adequacy of roof drainage as installed, gas fittings and fixtures, air-conditioning, automatic garage door mechanisms, swimming pools and associated filtration and similar equipment, the operation of fireplaces and solid fuel heaters, including chimneys and flues, alarm systems, intercom systems, soft floor coverings, electrical appliances including dishwashers, incinerators, ovens, ducted vacuum systems, paint coatings, except external protective coatings, health hazards (e.g., allergies, soil toxicity, lead content, radon, presence of asbestos or urea formaldehyde), timber and metal framing sizes and adequacy, concealed tie-downs and bracing, timber pest activity, other mechanical or electrical equipment (such as gates, inclinators, soil conditions, control joints, sustainable development provisions, concealed framing-timbers or any areas concealed by wall linings/sidings, landscaping, rubbish, floor covers, furniture and accessories, stored items, insulation, environmental matters (e.g., BASIX, water tanks, BCA Environmental Provisions), energy efficiency, lighting efficiency.

## WHAT THE INSPECTOR EXAMINES TO PREPARE A PROPERTY REPORT...

### ...AND IMPORTANT NOTES ABOUT THESE AREAS

The following outlines aspects of the property that can be examined through visual inspection, derived from the Australian Standard AS4349.1–2007. Comments are generally provided only if significant issues are found. The inspector didn't move or remove any coverings or furnishings, which could hide defects. Damage to concealed structures or pest activity may not be visible due to foliage or other obstructions. This report is a guide for potential buyers and should complement your own inspection and due diligence. Some aspects are subjective, so consider factors like presentation, past maintenance, and construction age when forming opinions.

**DOORS & DOOR FRAMES** - Defective hardware – significant, rotting/corroded frames, loose/badly fitting doors, damage.

**EXTERNAL ROOF COVERING, FASCIAS, GUTTERS & DOWNPIPES** - Tiles/slates, sheet roofing, flashing, skylights, vents, downpipes, valleys, guttering, eaves, fascia boards, barge ends. Roof waterproof integrity and roof drainage is not tested during our inspection therefore it is not possible to determine the effectiveness of the roof cover and drainage system under all conditions. It is important to note that a visual inspection of the roof covering may not identify roof leakages. Roof design can have a significant impact on roof drainage. Low pitched construction can, in adverse weather conditions lead to flooding of the roof cover. Effective roof drainage is absolutely critical for a flat framed or low pitch roof. Flooding of the roof cover can result in water ingress within the building envelope. Roof drainage and the stormwater systems are not tested at the inspection. Inadequate, blocked or non-existent stormwater drains are often accountable for problems relating to roof drainage. Repainting of timber can mask the existence of timber rot. We cannot guarantee that all timbers are sound. A visual inspection may not, in some circumstances, detect roofing timbers affected by rot.

**EXTERNAL WALLS & NON-STRUCTURAL RETAINING WALLS** - Bricks, mortar, render, cracking/movement, dampness, visible flashing, weep holes, joint sealants, perpends, decay. Settlement cracks, if present, need to be monitored over a period of time to determine if an ongoing structural problem exists. If any reference has been made in this report to cracking, settlement and or movement, it should be noted that we are not experts in this area and further advice, if considered necessary, should be obtained from a Structural Engineer.

**FENCES & GATES** - Palings/panels, rails, posts, sagging, timber decay (rot).

**FLOORS - TIMBER:** Springy or squeaky boards/sheeting, timber decay (rot), out of level – significant, undulations - significant, dampness/water damage; **CONCRETE:** cracking, out of level – significant; **HARD FLOORING:** cracking, loose or drummy units, dampness/water damage

**INTERNAL ROOF SPACE** - Framing, insulation, sarking, party walls (if applicable). Sarking is a foil insulation/vapour barrier. Used in conjunction with bulk insulation, sarking provides an ideal insulation system for the control of heat and condensation. Sarking can only be installed during construction.

**KITCHEN** - Fit out, sealants, ventilation, taps, leakage, sink, drummy/cracked/missing tiles, grout defects. This report does not cover any matters relating to the operation of electrical or gas appliances. Any comments made in this regard are from a general observation only.

**PAINTWORK** - The condition of painted surfaces is often a subjective matter. Areas that appear to be acceptable when furnished may not always be considered so when devoid of obstructions. Paint work is normally not considered in Property Inspections. To prevent wood decay of timber surfaces and deterioration of metal components, the condition of these surfaces should be monitored and repainting carried out regularly. Corrosion of any metal roof sheeting should be repaired, treated and painted to avoid water leakages. Painted surfaces can mask areas where timber has deteriorated. Our visual inspection may not detect instances where this has occurred. The opinions provided here are of a general nature only, given that there can be significant differences in the condition of painted surfaces in each area of the property. The reader of this report is urged to conduct their own detailed inspection before reaching a conclusion regarding the acceptability of painted surfaces

**PATHS, PAVING & DRIVEWAY** - Cracking, movement, uplifting, sinking, alignment, roof penetration.

**SPECIAL PURPOSE REPORTS** - Improvements such as swimming pools and spas are subject to a Special Purpose Report and are not included in our inspection and reports. We recommend that a qualified technician be engaged to report on these items and to advise on current regulations relating to safety fencing and equipment.

**STAIRCASES** - Stringers, handrails, balustrades, newel posts, treads (goings), risers

**SUB FLOOR** -Dampness, debris, drainage, ventilation, cracked or leaking pipes; **TIMBER CONSTRUCTION:** bearers & joists, framing, piers/stumps; **SUSPENDED CONCRETE FLOOR CONSTRUCTION:** concrete condition, cracking. If moisture is noted, it is recommended that the sub-floor area be monitored to ensure that surface and sub-surface moisture ingress is not an ongoing issue. If the area remains damp, consideration should be given to upgrading subterranean and surface drainage systems to ensure that moisture is directed away from the building foundations and the sub-floor area is kept dry. A qualified drainage expert should be consulted with regard to drainage issues.

Foundation problems are caused by reactive soil types and trees and gardens being planted too close to the building. Generally, clay soils which are common in the ACT, are reactive soils. Large trees use vast amounts of water and can quickly draw moisture out of the ground during dry periods, this results in destabilised moisture content of the soils around the building and ultimately may cause a foundation problem. Over watering gardens close to the building may have the opposite effect, especially with clay soil. Over watering increases the moisture content of the soil which can result in “heaving” of the foundations adjacent to the garden. When watering close to the building you should avoid ‘pooling’ of water in a particular area, as this also affects the moisture content of the soil which in turn can cause damage to footings and foundations. Too much or too little water near the perimeter of the building may cause serious problems with foundations and footings and damage can cause major structural problems, resulting in costly repairs.

**HINTS FOR AVOIDING PROBLEMS AND COSTLY REPAIRS:**

- Water gardens evenly close to the building and do not over water
- Ensure the ground is graded away from the walls of the building and that the property has adequate drainage
- Promptly repair broken downpipes, leaking taps, sewerage pipes and other water services
- Hot water system overflows should be directed away from the area immediately adjacent to the foundations and the services maintained to ensure excessive leakage does not occur
- Garden beds should not be located against the house

**TIMBER PESTS** - Our visual inspection is undertaken to identify the following timber pests: Subterranean termites, Borers, Timber decay (rot) fungi. Where applicable and where there is reasonable access, the following areas are examined: interior and exterior of structures, roof cavity, subfloor, garage or carport, garden and storage sheds/outbuildings, retaining walls and garden borders, pergolas and decks, structures, fences and trees within 30m of the building within the boundaries of the property. Water leaks: especially in the subfloor or against external walls e.g. leaking taps, roofs or down pipes, increases the likelihood of termite attack. Leaking showers or leaks from other 'wet areas' also increase the likelihood of concealed timber pest attack. Where evidence of termite activity was found in the grounds then the risk to buildings is very high. A treatment to eradicate the termites and to protect the building(s) should be immediately carried out. Where the evidence of termite workings (including dormant mud leads) was found in the grounds or the building(s) then the risk of a further attack is very high. If live termites or any evidence of termite workings or damage was reported within the building(s) or in the grounds and fences, then it must be assumed that there may be concealed termite activity and/or timber damage. This concealed activity or damage may only be found when alterations are carried out such as when wall linings, cladding or insulation are removed or if you arrange for an invasive inspection. In situations where visual evidence of termite activity or damage is reported, but no live termites were observed during the inspection, it's important to recognise that termites might still be active in the immediate vicinity, potentially causing further damage. Determining whether the infestation is active or inactive requires multiple inspections over time, as various factors, such as prior disturbances, climatic conditions, or the termites finding an alternative food source, can influence their presence during a single inspection. To safeguard against potential termite-related issues, we recommend continued, regular inspections. **An invasive inspection is also an option for a more comprehensive assessment. We strongly encourage the property owner to consider implementing a Timber Pest Preventative Management Plan, which includes periodic Termite Inspections. This proactive approach will help ensure the ongoing protection of the property against potential termite threats. Please call our office on 6288 0402 for information and to arrange a customised schedule for this building or contact your regular inspector.**

**WALL CONSTRUCTION** - Distortion (significant), nail popping, defective lining, dampness/water damage, cracking, defective or damaged plaster/render. Settlement cracks, if present, need to be monitored over a period of time to determine if an ongoing structural problem exists. If any reference has been made in this report to cracking, settlement and/or movement, it should be noted that we are not experts in this area and further advice should be obtained from a Structural Engineer.

**WATERPROOFING - A VISUAL INSPECTION OF THE AREA CANNOT PROVIDE CONCLUSIVE EVIDENCE THAT THE AREA IS WATERPROOF.** Compliance with Australian Standard AS 370-2004 Waterproofing of Wet Areas is critical to meeting waterproofing requirements. Should conclusive evidence be required regarding the integrity of waterproofing of wet areas, in particular shower areas, we recommend that a qualified technician be engaged to complete a comprehensive test to include:

- Capping the shower rose and leaving the water reticulation system under pressure and then checking for evidence of water leakage around tap spindles etc. (the sound of escaping air when the shower rose cap is removed indicates a watertight system). The technician may be engaged to complete a comprehensive pressure test of the entire water reticulation system.
- Plugging the floor drain of the shower cubicle and filling the base with water to the maximum level. Allowing the water to remain in the base for an extended period and checking that the level has not dropped. If the water has diminished it is most likely that the waterproofing system has failed.

**WET AREAS** - Fixtures and fittings, ventilation, cistern/pan, taps, basins, tubs, leakage, sealants, drummy/cracked/missing tiles, grout defects, vanity, shower leakage, broken/cracked glass. If a wet area was not in service prior to and or at the time of inspection and no elevated moisture readings were recorded, or there was no visible evidence of current water leakage, then it is possible that an existing water leak will remain undetected.

**WINDOWS** - Putty/glazing sealant, broken glass, rotting frames (timber), corrosion (metal), sills, fittings/hardware, damage. In most cases access to windows is restricted by window treatments, furniture or security locks. Older style timber windows can sometimes bind with the frame. This is viewed as a general maintenance issue. Sash windows sometimes require maintenance to the window balance mechanism or sash cords. A visual inspection cannot provide a guarantee that windows will operate smoothly. Sometimes window runners, sashes and balance mechanisms will require maintenance or replacement.



## SAFETY & REASONABLE ACCESS

Australian Standard 4349.1 – 2007 3.2.2 The extent of accessible areas shall be determined by the inspector at the time of inspection, based on the conditions encountered at the time of inspection. The inspector shall also determine whether sufficient space is available to allow safe access. The inspection shall include only accessible areas and areas that are within the inspector's line of sight and close enough to enable reasonable appraisal. The Australian Standard 4349.3 defines reasonable access as "areas where safe, unobstructed access is provided and the minimum clearances are available; or, where these clearances are not available, areas within the consultant's unobstructed line of sight and within arm's length. NOTE: Reasonable access does not include removing screws and bolts to access covers." Reasonable access is determined in accordance with the provisions of the following WHS requirements;

Area	Access Manhole MM	Crawl Space MM	Height
Subfloor	500 x 400	VERTICAL CLEARANCE - Timber Floor: 400* Concrete Floor: 500	Height
Roof Interior	400 x 500	600 x 600	Accessible from a 3.6 m ladder
Roof Exterior			Accessible from a 3.6 m ladder

\* To underside of bearer, joist or other obstruction to access.

### ROOF COVER INSPECTION

Work Health and Safety requirements determine that an inspector accessing a roof cover must be protected by harnessed safety lines and or edge protection. These safety measures are not practical during a presale inspection, therefore, this report is restricted to a "top-of-ladder" inspection. This report is not a guarantee that defects and/or damage do not exist in any part of the property not specifically seen and described by the inspector. This report is not a warranty against problems that may develop in the future.

### CEILING CAVITY INSPECTION

Work Health and Safety requirements determine that an inspector entering a ceiling cavity or similar space must have direct access to properly constructed walkways (sometimes referred to as catwalks) to eliminate the possibility of falling through the ceiling lining to the floor below, a fall that could result in serious injury. Generally, walkways are limited in a ceiling cavity so invariably sections of the roof structure will be inspected from a distance with the inherent limitations associated with limited access and often an impaired line-of-sight. Safety requirements prevent the inspector from traversing a ceiling cavity where safety elements are not available. This report is not a guarantee that defects and/or damage do not exist in inaccessible areas.

### WORK HEALTH & SAFETY ACT 2011

A non-residential building and the common property of some group residential buildings will fall within the definition of a workplace for the purposes of the Work Health and Safety Act 2011, The owners of workplaces must ensure that:

- Premises are safe and without risk
- Plant and substances are used without risk
- Workers are trained in WHS, are aware of their obligations and do, in fact, act in a safe manner

A pre-purchase building inspection may identify some safety issues in the common area but it is not an audit conducted for that specific purpose. It is essential that every Owners' Corporation or Company consult an appropriately qualified specialist to ensure it meets its legislative obligations.

### SAFE WORKING TEMPERATURES FOR THE INSPECTOR

When the temperature of a workspace (for example a ceiling cavity) exceeds the level considered to be safe according to WHS guidelines, the inspector will complete a risk assessment and the inspection will be limited accordingly. In the event that the inspector determines that the temperature exceeds safe working limits, generally, the inspection will be limited to the area immediately adjacent to the access for inspection.

## PROPERTY REPORT

This report does not and cannot make comment upon: defects which may have been concealed; the assessment or detection of defects (including rising damp or leaks) which may be subject to the prevailing weather conditions; whether or not services have been used for some time prior to the inspection and whether this will affect the detection of leaks or other defects; the presence or absence of timber pests; gas fittings; environmental concerns; the proximity of the property to flight paths, railways, or busy traffic; noise levels; health and safety issues; heritage concerns; security concerns, fire protection; site drainage (apart from surface water drainage). The operation of swimming pools and spas; detection and identification of unapproved building work; detection and identification of illegal or inadequate plumbing or electrical work; durability of exposed finishes; neighbourhood problems; document analysis; any matters solely regulated by statute; any area or item that could not be inspected by the inspector. Unless otherwise specified, no examination has been made of any documentation of any type. We have not referred to statutory authority records nor have we examined any survey or water and sewerage service diagram, or any other document prepared by any statutory authority or other party. Stock images in the report are for presentation purposes only and are not images of the subject property.

**PURPOSE OF THE REPORT** - The purpose of this report is to identify major defects in the building, decks, pergolas, garages and other similar significant improvements insofar as a property inspector can reasonably identify those defects. Structures, not limited to but including, garden sheds, play equipment, garden trellis, swimming pools and spas are not inspected or included in this report. A Special Purpose Report may be commissioned for these types of improvements. This report contains numerous observations but is not intended to list every defect. Defects are common to all structures and generally are commensurate with the age of the construction and use. Ongoing maintenance, upgrading or replacement requirements, cosmetic works and minor defects or faults are subjective and have not been included.

**CONCEALED SURFACES** - The inspection did not include breaking apart, dismantling, removing or moving objects, including but not limited to foliage, mouldings, roof insulation or sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, equipment, appliances, or personal possessions. The inspector cannot see inside walls, between floors, inside skillion roofing, behind stored goods or any other areas that are concealed or obstructed. The inspector did not dig, gouge, force or perform any other invasive procedures. Visible timbers have not been destructively probed or hit. In an occupied property, furnishings or household items may be concealing defects. Some defects may only be visible once furniture and other items have been removed from a property or when alterations are carried out. Built-in cupboards are usually filled with personal items and clothing. Some exterior surfaces may be obscured due to overgrown vegetation. Therefore, we cannot comment on the condition of the surfaces obscured or concealed by these or other items.

**WATER PENETRATION & ROOF DRAINAGE** - Some water penetration problems and/or dampness within a building do not become apparent and may not be detected unless there has been recent heavy rain or prolonged periods of rain. If moisture has been identified by the inspector using electronic testing equipment, then it will be noted in the report. Roof drainage is not tested. Therefore, no guarantee is given or implied that the roof will remain weatherproof in all weather conditions. If there is reference in the report to water stains within the interior of the property this may be evidence that the roof and or drainage system has previously leaked. We recommend that you contact a suitably qualified roofing expert to discuss the probability of ongoing water leakages in the building. Particularly with respect to older properties and where the roof has a low pitch, engaging the services of qualified roof plumber to provide an expert opinion should be considered. The very best roof drainage systems can fail in extreme weather conditions sometimes impacted by conditions not related to the property under review. (Blocked or impaired stormwater drains for example).

**FIRE PROTECTION EQUIPMENT & ORDINANCE REQUIREMENTS** - These are not covered by this report and these matters should be checked with the statutory authority. Any fire protection equipment has not been tested, e.g. smoke detectors etc.

**HAZARDOUS MATERIALS & CONTAMINATION** - Our inspection and report does not cover any hazardous materials or prior use of the land and building or any chemicals applied to land and buildings, which may have caused contamination.

**RETAINING WALLS & STRUCTURAL COLUMNS** - We are not engineers. Comment in respect of large and/or structural retaining walls and columns are beyond the scope of this report. It is not possible to determine from a visual inspection whether a retaining wall or column has been built in accordance with sound engineering principles and, even if it has, whether it is or will remain sound. An engineer should be consulted in any case where there are large, or structural, retaining walls, columns or similar building elements.

**INTERNAL WALLS & CEILINGS** - Movement cracking in ceiling and wall linings are common to most structures particularly older developments. Mostly they are cosmetic and generally have no structural implications. Repairation is usually undertaken during routine maintenance. Undulations in ceiling linings are often associated with older structures and are a result of the deterioration of the adhesive used to fix plasterboard to the ceiling battens. Typically, this is a cosmetic defect, however, in some circumstances the plasterboard may require refixing to the battens.

**CRACKING/SETTLEMENT/MOVEMENT & STRUCTURAL INTEGRITY** - Where reference has been made in this report to cracking, settlement, movement or an opinion has been provided on structural integrity, it is important to note that we are not experts in this area and our advice is limited accordingly. If considered necessary, further advice should be obtained from a Structural Engineer before critical decisions are made. Any cracking reported should be monitored for further movement. If further movement is noted, a Structural Engineer should be consulted at the earliest opportunity. Cracking of masonry walls is very common in the ACT, particularly where there are volatile clay soils. There may be some superficial or hairline cracks that we consider have no structural implications which have not been identified.

**ELECTRICAL, GAS & OTHER SERVICE INSTALLATIONS** - We are not licensed electricians, gas fitters or mechanical engineers. This report does not cover any matters relating to electrical and gas installations or any apparatus operated by electronic, mechanical or hydraulic means. This report does not cover any matters relating to the operation of electrical or gas appliances. Any comments made in this regard are from a general observation only. You should satisfy yourself as to the operation and condition of any appliances or other installations. Any comments made in this regard are from general observation only. There has been no electrical, data, security or fire detection system testing or investigation.

**PLUMBING & DRAINAGE** - We are not licensed plumbers and a specialist inspection of the water service, plumbing and drainage system including roof drainage is excluded from this report. We recommend an inspection by a licensed plumber and drainer to identify any plumbing faults or drainage problems.

**TIMBER PESTS** - If this report does not include one, we strongly recommend that an independent inspection and report be obtained from an accredited Pest Inspector to determine whether the property is free from infestation (whether active or dormant).

**BOUNDARIES** - Unless otherwise stated, the inspector has not gained access to any neighbouring properties and is therefore unable to comment upon the external state of any boundary fences and walls. The common areas of unit developments are not inspected. Any comments made in relation to common areas are strictly observational.

**RURAL PROPERTY INSPECTION** - This inspection and report relates to the residential structure; rural improvements on the property are not inspected or reported on, any comments contained in this report relative to rural improvements are strictly observational.

**AREAS AND DIMENSIONS** - Whilst every care has been taken to accurately quantify any dimensions referenced in this report, we accept no responsibility for inaccuracies as supplying this information exceeds the requirements of a standard building inspection as per Australian Standard 4349.1-2007.

**ELEVATED STRUCTURES** - Where reference has been made in this report to an elevated structure such as a deck balcony or veranda, it is important to note that we are not Structural Engineers and accordingly our advice is limited. Any opinion relating to structural integrity is relative to weight loadings typical of a normal household event. Prior to loading the structure beyond normal, which may occur at a larger gathering, we recommend that professional advice be obtained to determine that the structure will safely cope with the weight loading. Additionally, the structure should be regularly inspected to ensure that structural integrity is maintained.

**SPECIAL PURPOSE REPORTS** - This Property Report does not contain any assessment or opinion in relation to any item which is the subject of a Special Purpose Property Report, or any matter where the inspection or assessment of which is solely regulated by Statute. Special Purpose Property Reports include comment on the following: common property areas, environmental concerns such as sunlight, privacy, streetscape and views, proximity of property to flight paths, railways and busy traffic or other neighbourhood issues; noise levels; WHS issues including, but not limited to the presence of asbestos, lead or other hazardous materials; heritage concerns; security or fire protection systems; climate control or water heating systems; analysis of site drainage apart from surface water drainage; swimming pools and spas; detection and identification of illegal and unauthorised plumbing work; durability of exposed finishes.

**BUILDING CODE OF AUSTRALIA AND COUNCIL APPROVALS** - Structures inspected are not cross referenced with the Building Code of Australia (BCA) applicable at the time of construction to confirm that the improvements are compliant with the BCA. This is the responsibility of the Building Surveyor prior to issuing Certificates of Occupancy. No attempt is made in this inspection and reporting process to confirm that the existing structures on the subject property are in strict accordance with approved plans, as plans and approvals are NOT obtained for this inspection. Any references to, or opinions regarding, compliance with the BCA are observational and are only an opinion of the inspector. Additionally, there is no guarantee given that the building or any improvements are in accordance with the current Building Code of Australia. In most circumstances for older dwellings, there is no requirement to upgrade specifications to the current Building Code.

**SWIMMING POOLS & SPAS** - The ACT Government has introduced reforms to home swimming pool safety, with a focus on swimming pool safety barriers. The reforms commence on 1 May 2024, with a four-year transition period. The scheme imposes requirements for information about the safety standard of a regulated swimming pool to be disclosed on the sale of a property. Owners must provide prescribed information including: exemption certificate, compliance certificate, swimming pool disclosure statement, certificate of occupancy for the pool and safety barriers that is not older than 5 years and 'Pool Owners Guidance Material' which outlines the obligations on owners of premises on which a regulated swimming pool is located. If this information is not provided in this report, you must request a copy. For more information on the reforms visit the ACT Government's Planning website.

## TIMBER PEST REPORT

This report is the result of a VISUAL INSPECTION ONLY. Inspection of the property and this report has been completed with reference to AUSTRALIAN STANDARD AS 4349.3 - 2010 Inspection of buildings Part 3: Timber Pest Inspections. In all instances throughout this report the inspector is referring to accessible areas only. Areas that were not accessible at the time of inspection or were concealed from view are not covered by this report. The inspector does not imply that inaccessible or partly inaccessible areas of the property were not, or have not been, infested by Timber Pests. This Report is not a guarantee that an infestation or future infestation and/or damage does not exist in any inaccessible or partly inaccessible areas of the property. This inspection DID NOT include breaking, removing or moving objects, floor and wall coverings, roof insulation, foliage, furniture, appliances stored goods and personal possessions - these all limit the scope of inspection. The inspector does not have access to the inside of walls, between flooring, inside eaves and skillion roofing. This Report is confined to reporting infestation and/or damage caused by white ants (subterranean and damp wood termites), borers of seasoned timber and timber pests (wood decay fungi), present on the date of the Inspection. The Inspection did not cover any other pests and this Report does not comment on them. Dry wood termites and European House Borer (*Hyloterpes bujulus* Linnaeus) are excluded from the inspection due to the extreme difficulty in locating the small colonies. Some species of termite and house borers, if discovered, will be reported (by law) to Government Authorities.



**TERMITE RECOMMENDATIONS** - Where evidence of termite activity or workings was found in any structure then the risk to buildings is very high and the risk of further attack is also high. A treatment to eradicate the termites and to protect the building(s) should be carried out. If live termites or any evidence of termite workings or damage was reported within the building(s) or in the ground and fences then it must be assumed that there may be concealed termite activity and/or timber damage. This concealed activity or damage may only be found when alterations are carried out such as when wall linings, cladding or insulation are removed or if you arrange for an invasive inspection. We claim no expertise in engineering or building. We strongly recommend that you have a qualified person such as a Builder, Engineer, Architect or other qualified expert in the building trade determine the full extent of the damage, if any. This may require an invasive inspection. We take no responsibility for the repair of any damage whether disclosed by this report or not.

Where visual evidence of termite workings and/or damage is reported but no live termites were present at the time of inspection, you must realise that it is possible that termites are still active in the immediate vicinity and the termites may continue to cause further damage. It is not possible, without benefit of further investigation and a number of inspections over a period of time, to ascertain whether any infestation is active or inactive. Active termites may simply have not been present at the time of inspection due to a prior disturbance, climatic conditions, or they may have been utilising an alternative feeding source. Continued, regular, inspections are essential. Unless written evidence of a termite protection program in accord with "Australian Standard 3660" with ongoing inspections is provided, you must arrange for a treatment in accord with the standard to be carried out immediately to reduce the risk of further attack.

Where the evidence of live termite or termite damage or termite workings (mudding) was found in the building (s) then the risk of a further attack is very high. Where evidence of live termites or termite damage or termite workings was found in the grounds but not in the buildings then the risk to buildings is very high.

If evidence of drill holes in concrete or brickwork or other signs of a possible previous treatment is reported then the treatment was most likely carried out because of an active termite attack. Extensive structural damage may exist in concealed areas. You should have an invasive inspection carried out and have a builder determine the full extent of any damage and the estimated cost of repairs as the damage may only be found when wall linings etc are removed. Normally if a termite treatment has been carried out then a durable notice should be located in the meter box indicating the type of termite shield system, treated zone or combination has been installed.

**BORER RECOMMENDATIONS** - Borer activity is usually determined by the presence of exit holes and/or frass. Since a delay exists between the time of initial infestation and the appearance of these signs, it is possible that some borer activity may exist that is not discernible at the time of inspection. If borers are identified replacement of all susceptible timbers is always preferred since, in the event of selling the property in the future it is probable that an inspector will report the borers as active. A chemical treatment to control and/or protect against Furniture beetle and/or Queensland pine beetle can be considered as a less effective, lower cost option. Before considering this option You should consult with a builder to determine if the timbers are structurally sound. Following the initial treatment, a further inspection is essential in twelve months' time to determine if further treatment is needed. Treatments over a number of consecutive years may be required. The *Lyctus brunneus* (powder post beetle) is not considered a significant pest of timber. Damage is confined to the sapwood so treatment or timber replacement is not usually required. However, you should have a building expert investigate if any timber replacement is required. *Anobium punctatum* (furniture beetle) and *Calymmaderus incisus* (Queensland pine beetle) must always be considered active, unless proof of treatment is provided, because, unless the timber is ground up, one cannot determine conclusively if activity has ceased. Total timber replacement of all susceptible timbers is recommended. A secondary choice is treatment. However, the evidence and damage will remain, and the treatment may need to be carried out each year for up to three years.

**HIGH MOISTURE READINGS, DRAINAGE & VENTILATION** - High moisture readings can be caused by any one of the following: poor ventilation, ineffective drainage, leaking pipes, leaking roofs, defective flashing or by concealed termite activity. The areas of high moisture should be investigated by way of an invasive inspection. High moisture levels also increase the likelihood of termite attack and may also be conducive to borer activity and wood decay. If high moisture was reported then You must have a building expert investigate the moisture and its cause and determine the full extent of damage and the estimated cost of repairs.

If drainage is considered inadequate, a plumber or other building expert should be consulted, and remedial measures should be taken. Ventilation of the sub-floor region is important in minimising the opportunity for subterranean termites to establish themselves. Consideration should be given to installing high air flow vents and/or improve the cross flow of air within the subfloor to produce ventilation equivalent to 8400 sq mm net ventilation area per lineal metre on external and internal walls.

**EXTENSIONS** - Where an extension or addition has been made to a property, it can create a potential gap or discontinuity in the termite barrier system. This gap occurs between the original structure and the new addition. Termite barriers are critical in aiding the prevention of undetected subterranean termites from entering the dwelling, and any interruption in the barrier can compromise its effectiveness. We are unable to report on the existence, condition or continuity of the termite barrier system between the existing dwelling and additions or alterations.

**INFILL AND CONCRETE SLABS** - Any building or part of a building that is constructed on a concrete slab is always more susceptible to termite attack because of possible concealed termite entry. A very high proportion of termite attacks are over the edge of both infill and other concrete slab types. If the edge of the slab is concealed by concrete paths, patios, pavers, garden beds, lawns, foliage, etc then it is possible for termites to conceal their entry into the property. Termites can then cause extensive damage to concealed framing timbers. Even the most experienced inspector may be unable to detect their presence due to concealment by wall linings. Only when the termites attack timbers in the roof void, which may in turn be concealed by insulation, can their presence be detected. Infill slab type construction has an even higher risk of concealed termite ingress as the slab edge is concealed due to the construction design and is not exposed. The type of slab may only be determined by assessment of the construction plans by a qualified person such as a Builder, Certifier or Architect. Construction Plans may be obtainable by your conveyancer. Termite

activity and or damage may be present in concealed timbers of the building. We strongly recommend frequent regular inspections in accordance with AS 3660.2. Where the slab edge is not fully exposed, or the slab is an infill slab or the slab type cannot be determined then we strongly recommend inspections every 3 to 6 months in accordance with AS 3660.2. Infill slab: A slab on the ground cast between walls. Other slabs should be in accordance with AS 2870 - 1996 and AS 3660.1-2000.

**TIMBER (FUNGAL) DECAY** - We claim no expertise in building and if any evidence of fungal decay or damage is reported you should consult a building expert to determine the full extent of damage and the estimated cost of repairs or timber replacement.

**DETERMINING EXTENT OF DAMAGE** - This Report is NOT a structural damage report. You agree that we are not responsible or liable for the repair of any damage, whether disclosed by our report or not. Our inspectors are not necessarily specialised builders and any inexperienced opinion provided with respect to timber damage cannot be relied upon. The Report will not state the full extent of any timber pest damage; rather, we may provide comment on the damage for your information. If evidence of Timber Pest activity and/or damage is reported in the structure(s) or the grounds of the property, then you must assume that there may be further concealed structural damage within the building(s). This concealed damage may only be found when invasive procedures are applied to reveal previously concealed timbers. In the case of Timber Pest activity and/or damage WE STRONGLY RECOMMEND an invasive Timber Pest Inspection is undertaken and a qualified person such as a Builder, Structural Engineer, or Architect be engaged to carry out a structural inspection to determine the full extent of the damage and repairs that may be required.

**MOULD** - Mould (also referred to as Mildew and non-wood decay fungi) is not considered a Timber Pest. This report does not extensively cover the inspection of Mould. If evidence of mould was observed during the inspection, it may be noted for your information. If you are concerned as to the possible health risk resulting from the presence of mould, then you should seek advice from your local State or Commonwealth Government Health Department expert.

## IMPORTANT INFORMATION

This Report reflects the condition of the property existing at the time of the inspection date and may not reflect the current state. Timber Pests, particularly termites, may have gained entry to the property since the inspection date. Termites can, in a relatively short period, cause significant damage to both structural and non-structural timbers within and around the buildings of the property. Termites are difficult to detect and much of the damage caused may not be readily visible, if damage exists, it may be costly to repair. If the Report indicated the presence of termites, termite damage, previous activity or treatments, or recommends a treatment, you should obtain copies of the treatment proposal, any certificates of treatments carried out, details of all repairs including copies of quotations, invoices and any other reports. It is strongly recommended that you arrange for an inspection in accordance with AS 4349.3 to verify that the treatment has been successful and carried out in accordance with AS 3660.2 and arrange for a further building inspection in accordance with AS 4349.1. The person carrying out the inspection and this company will have no liability to you for any damage or loss you may suffer as a result of your entering the contract to purchase the property or in connection with completing the purchase of the property as a result of your failure to heed the advice given in this report and may use such failure in defence of any claim that you may later make against any of them.

Where a property is furnished at the time of inspection, you will appreciate that the furnishings, floor coverings and stored goods may be concealing any evidence of Timber Pest Activity which may only be revealed when the items are moved. Where fences are obscured by foliage, overgrowth or structures, evidence of timber pest activity or damage may be concealed. Poor subfloor drainage increases the likelihood of termite attack. If the risk factor stated in this report is high, this is the opinion of the inspector and should encourage awareness that increased vigilance is warranted and that recommendations for the reduction of unfavourable conditions that increase the chances of termite activity must be strictly observed. It is strongly recommended that a comprehensive timber pest inspection by a qualified timber pest inspector is undertaken every 6-12 months (or more frequently if specified in the report). Regular inspections DO NOT prevent timber pest attack. Regular inspections increase the chance of the early detection of timber pest activity thereby limiting the structural damage that may occur. The overall degree of risk of Timber Pest Infestation cited in this report is a subjective assessment by the inspector at the time of the inspection, taking into account many factors which include, but are not limited to, location and proximity to bushland and trees and/or other timber structures, evidence of timber pest damage or activity close to the inspected structure or within the inspected structure, conducive conditions that raise the potential of timber pest attack, such as timbers in contact with soil, inaccessible areas, slab on ground construction, or other factors that, in the inspector's opinion, raise the risk of future timber pest attack.

A more thorough INVASIVE INSPECTION is available. Where any current visible evidence of Timber Pest activity is found it is strongly recommended that a more invasive inspection is performed. Trees and stumps on the property with a diameter in excess of 100mm have been visually inspected for evidence of termite activity to a height of 2m where access was possible and practical. It is very difficult, and generally impossible to locate termite nests since they are underground and evidence in trees is usually well concealed. We therefore strongly recommend that you arrange to have trees test drilled for evidence of termite nests.

## RESOURCE LIBRARY

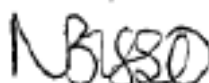
Where reference is made to the Residential Reports Resource library, [you may access this content by clicking here.](#)

## Certificate of Currency

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<b>Policy Number</b>	BP20200022
<b>Item 1 The Insured:</b>	Residential Reports Pty Ltd
<b>Item 2 Address:</b>	35 Poynton Street HUGHES ACT 2605
<b>Item 3 Professional Services covered by this policy:</b>	Pre Purchase Building Inspections (AS4349.1) Special Purpose Building Inspections Energy Rating Reports Urban Pest Management Termite Management including inspections - existing buildings and structures (AS3660.2) Timber Pest Inspections (AS4349.3)
<b>Item 4 Description of the Policy:</b>	Professional Indemnity & Broadform Liability (CGU PIB 03-17)
<b>Item 5 Period of Insurance:</b>	From 20/07/2025 To 4.00 pm on 20/07/2026
<b>Item 6 Particulars of Risk:</b>	
	<b><u>Civil Liability Professional Indemnity</u></b>
6.1 The Policy Limit is	\$5,000,000 which includes all policy sections
6.2 The Policy Excess is	\$20,000
6.3 The Retroactive Date is	20/07/2020
	<b><u>Public Liability</u></b>
6.4 Sum Insured	\$20,000,000
6.5 Excess	\$2,500
<b>Date and Place of Issue</b>	21/07/2025 Melbourne, Victoria

Signed for and on behalf of Insurance Australia Limited ABN 11 000 016 722



Najbi Blisso, Manager

This Certificate of Currency indicates policy cover effective as at the date of issue only

## PAYMENT PENDING

As per terms and conditions in the Residential Reports Client Guarantee



# Tax Invoice

### Inspection Number 46985

Please ensure this number is used when making payment

14 May 2026

Fay & Colin Sweeny

**For the Property at:** 32 Hill Road Royalla NSW 2620


BUILDING MAINTENANCE & PEST INSPECTIONS PACKAGE	
Property Inspection and Report (package price)	500.00
Timber Pest Inspection and Report (package price)	350.00
Additional Residence	581.82
Subtotal	1,431.82
Total GST	143.18
<b>TOTAL INC GST</b>	<b>\$1,575.00</b>

*Thank you for your business*

**We offer comprehensive Pest Management Solutions!**

**Call now to book your regular Pest Control Service**

**No Pay Package Conditions:** This invoice must be paid on settlement or within 180 days of the date of inspection, whichever comes first. We must be notified immediately if the property is not marketed within 3 months or is withdrawn from the market and the invoice must be settled within 14 days. Failure to adhere to these terms will result in associated legal and collection fees being applied to amount due.

PAYMENT OPTIONS	
	To avoid unallocated payments please use reference number: <b>46985</b>
Credit Card	Please call 6288 0402 to provide card details. Your account is not debited until the day reports are released. Providing these details as soon as possible will ensure there is no delay when reports are ready.
Direct Deposit	Account Name: Residential Reports BSB: 012-997 Account Number: 2269 05945 Reference: <b>46985</b> <b>IMPORTANT: PLEASE ensure this unique ID is used</b>



### A PERCENTAGE OF EVERY JOB IS DONATED TO OUR WITHOUT A ROOF PROGRAM

Every year we step into hundreds of homes, yet in our region there are still so many people living without acceptable, permanent or safe shelter. A percentage from each inspection we conduct is contributed to our in-house program 'Without a Roof' and periodically donated to make small changes to this big issue. To find out more visit [residentialreports.com.au](http://residentialreports.com.au)

Residential Reports Pty Limited ABN 38 609 880 122

35 Poynton Street Hughes ACT 2605 p 6288 0402 [info@residentialreports.com.au](mailto:info@residentialreports.com.au)

**Member- Master Builders Association & The Australian Environmental Pest Managers Association**



# Residential REPORTS



## PRESALE REPORT

**32 Hill Road (flat)**

Royalla

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**REPORT PREPARED**

15 June 2026



35 Poynton Street Hughes



6288 0402



[info@residentialreports.com.au](mailto:info@residentialreports.com.au)

## SITE RECORD

ADDRESS	32 Hill Road Royalla (flat)
INSPECTION DATE	12 June 2026
INSPECTOR	Mick Ffrench
CLIENT	Fay & Colin Sweeny
JOB REFERENCE	46985
WEATHER CONDITIONS	Fine
OCCUPANCY STATUS	unoccupied - the dwelling was unfurnished at the time of the inspection

## INSPECTION DATA SUMMARY

WALL CONSTRUCTION	<ul style="list-style-type: none"><li>metal cladding</li></ul>
ROOF CONSTRUCTION	<ul style="list-style-type: none"><li>timber truss construction corrugated metal roof covering</li></ul>
FLOOR CONSTRUCTION	<ul style="list-style-type: none"><li>concrete slab construction</li></ul>
CONSTRUCTION	<ul style="list-style-type: none"><li>the dwelling is of adequate construction and structural workmanship for this type of residential development and its condition is commensurate with the era of construction, design, age and use</li></ul>
MAINTENANCE	<ul style="list-style-type: none"><li>there are maintenance items detailed in this report, please read the entire report</li></ul>
TIMBER PEST REPORT	<ul style="list-style-type: none"><li>please review the entire report, including the <i>Timber Pest Overview</i> and <i>Recommendations</i> sections, for complete details and context</li><li>no evidence of active subterranean termites (live species) was found at the time of our inspection</li></ul>

**IMPORTANT:** *This report is intended to be read in its entirety. You must carefully read the full document including Detailed Inspection Information, Warranty & Use and Scope & Limitations prior to making any critical decisions.* The above Data Summary is supplementary to the Report and should not be used as a standalone reference. It is imperative to review the complete Report and in the case of any discrepancies between the Report and the above comments, the information in the detailed Report is the final authority. The reader is requested to immediately contact us if any content is not fully understood and requires clarification or further explanation. We value the opportunity to work on this inspection project and wish you all the best as you evaluate this property.

Signed on behalf of:

Residential Reports Pty Limited ABN 38 609 880 122

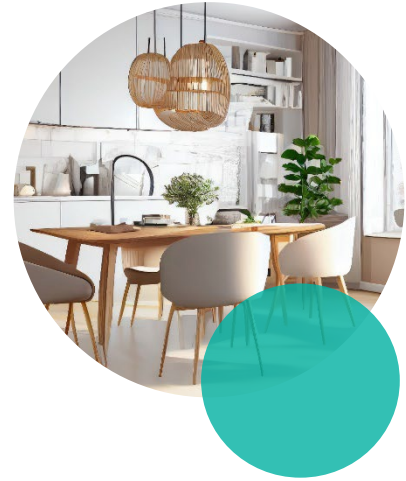
*Mick Ffrench*

Mick Ffrench

Building & Timber Pest Assessor ~ Pest Control Licence Number: 0858 (ACT) 5068195 (NSW)

## INSPECTION SCOPE – INTRODUCTION FOR THE READER

***The reader must refer to the comprehensive Warranty & Use and Scope & Limitations at the end of this report.*** This report is written with reference to the Australian Standards outlined in our Scope & Limitations and is the result of a largely visual inspection only as required by the Standards. The inspection has been conducted to identify notable defects, insofar as an inspector can reasonably identify them and considering the building's age. Comments are provided primarily for items that could impact property value, normal wear and tear for an older building may not be detailed. If there are any discrepancies between the "Summary" and the Detailed Report, the Detailed Report should be relied upon. Where testing is undertaken and there are adverse findings, details will be noted. We do not inspect features such as electrical appliances, utilities, or swimming pool/s and equipment; qualified technicians should be consulted. This report does not quantify ongoing maintenance, upgrades, cosmetic works, or minor defects. If present, significant defects will be noted, and further investigation may be recommended. Where reference has been made to termites (live species or prior activity) and maintenance or defects of significance, we strongly advise that prior to making any critical decisions, that the services of a suitably qualified tradesperson be engaged to quantify remedial action. Report comments may seem repetitive to emphasise that all inspected elements have been reviewed and a summary of inspection items is included at the end of the report for your reference.



## STANDARD INDICATORS EXPLAINED

Our Inspector uses the terms below to describe the condition of building elements. The inspection is visual and conducted under normal lighting. These terms consider factors like the building's age, construction quality and type. Keep in mind that what is considered "good" may vary between an older and a modern building. There are no estimates for repair costs reported, as these depend on your service provider and chosen action:

<b>GOOD</b>	The feature is generally in good condition and does not require major repairs. Minor imperfections in the finish or structure may be present. For elements like windows and doors, the observation refers to a visual inspection only, focusing on substantial defects affecting the property, not operational issues.
<b>FAIR</b>	The feature is functional but has deteriorated and would benefit from cosmetic or remedial repair work.
<b>POOR</b>	The feature in the inspector's opinion, requires remedial action. Repairs or replacement are considered necessary rather than discretionary.
<b>NO SIGNIFICANT DEFECTS</b>	This condition is applied when no significant structural or functional defects are observed. Minor issues may be present, and any remedial action is discretionary.
<b>DEFECTS HAVE BEEN IDENTIFIED</b>	This condition is applied where the inspector has identified defects that require remedial action or investigation considered necessary rather than discretionary.



## IMPORTANT NOTE

Your inspector has conducted a comprehensive visual site assessment following Australian Standards for the Building Report and Timber Pest Report. Whilst the reports are considered separate, we've organised all the data for each area into a single table for your convenience. For example, when commenting on fences, you'll find information on both building maintenance and pest considerations in the one table. Where suspected water leakage, termite activity, active or latent, or building defects have been identified in this report, we strongly suggest further investigation. **The reader must refer to the comprehensive Warranty & Use and Scope & Limitations contained in this report as it contains important advice for intending purchasers and for the owner of this building.** A proactive approach to building maintenance and timber pest management is essential to the upkeep of the property.

## INTERIOR

### Left Bedroom

ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good

### Centre Bedroom

ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good

### Rear Bedroom

ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good
floor coverings	fair <ul style="list-style-type: none"> <li>floating timber floor</li> <li>a floor strip is recommended adjacent to external sliding door</li> </ul>

### Living Room

ceilings and cornices	good
architraves and skirting boards	good
walls	fair <ul style="list-style-type: none"> <li>there is some minor movement cracking to the wall lining - this is a cosmetic matter and repairs required are minimal</li> <li>corner tape is loose in a cupboard</li> </ul>
doors and windows internal	fair <ul style="list-style-type: none"> <li>the entrance door is binding with the frame, adjustment is required</li> </ul>
fireplace/solid fuel heater	<ul style="list-style-type: none"> <li>there is a solid fuel heater installed in this area (unit not tested for safety or operation)</li> </ul>

<b>Kitchen</b>	
ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	fair <ul style="list-style-type: none"> <li>the windows require adjustment or new rollers to ensure smooth operation</li> </ul>
sink	good
splashback	good
ventilation	<ul style="list-style-type: none"> <li>ventilation is provided by an externally ducted range hood</li> </ul>
hardware, fixtures and fittings	fair <ul style="list-style-type: none"> <li>leaking noted to mixer tap</li> </ul>
kitchen fit-out	good

<b>Bathroom</b>	
ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	fair <ul style="list-style-type: none"> <li>the sliding door requires adjustment or repair to ensure smooth operation</li> <li>the hinged door is binding with the floor strip, adjustment is required</li> </ul>
vanity/hand basin	good
shower screen	good
ventilation	<ul style="list-style-type: none"> <li>ceiling fan unit (with heat lamps)</li> </ul>
water leakage	<ul style="list-style-type: none"> <li>no water leakage detected in accessible areas</li> </ul>
wall tiles	good
floor tiles	good
fit-out	good
hardware, fixtures and fittings	fair <ul style="list-style-type: none"> <li>leaking noted to water diverter on tap</li> </ul>

<b>Toilet</b>	
ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good
toilet suite	good
water leakage	<ul style="list-style-type: none"> <li>no water leakage detected in accessible areas</li> </ul>
ventilation	<ul style="list-style-type: none"> <li>ventilation is provided by a ceiling mounted exhaust fan</li> </ul>
floor tiles	good
hardware, fixtures and fittings	good

## Laundry Cupboard

ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good
laundry tub	good
water leakage	<ul style="list-style-type: none"><li>• no water leakage detected in accessible areas</li></ul>
ventilation	<ul style="list-style-type: none"><li>• there is no mechanical ventilation</li></ul>
wall tiles	good
floor tiles	good
hardware, fixtures and fittings	good

## Roof Cavity

insulation	<ul style="list-style-type: none"><li>• there is no insulation installed in the roof cavity</li></ul>
sarking	<ul style="list-style-type: none"><li>• insulated sarking has been installed in the roof cavity</li></ul>
roof construction	<ul style="list-style-type: none"><li>• timber truss construction</li></ul>
termites - roof void	<ul style="list-style-type: none"><li>• no active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection</li></ul>
wood decay - roof void	<ul style="list-style-type: none"><li>• no evidence of wood decay (rot) fungi damage was sighted in areas accessible at the time of inspection</li></ul>
borers - roof void	<ul style="list-style-type: none"><li>• no evidence of borer damage was sighted in areas accessible at the time of the inspection</li></ul>

## Interior/Main Dwelling

termites - interior	<ul style="list-style-type: none"><li>• no active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection</li></ul>
wood decay - interior	<ul style="list-style-type: none"><li>• no evidence of wood decay (rot) fungi damage was sighted in areas accessible at the time of inspection</li></ul>
borers - interior	<ul style="list-style-type: none"><li>• no evidence of borer damage was sighted in areas accessible at the time of the inspection</li></ul>

Inspection Items	
roof exterior	no significant defects <ul style="list-style-type: none"> <li>• corrugated metal roof covering</li> </ul>
gutters and downpipes	no significant defects <ul style="list-style-type: none"> <li>• gutters need to be cleared of leaf litter, silt and debris to ensure that maximum roof drainage occurs in all weather conditions. Additionally, the leaf litter may be concealing rust or defects</li> </ul>
eaves, fascia and barge ends	no significant defects
wall construction exterior	no significant defects <ul style="list-style-type: none"> <li>• metal cladding</li> </ul>
doors and windows external	no significant defects
floor construction	no significant defects <ul style="list-style-type: none"> <li>• concrete slab construction</li> <li>• there is no evidence that the floor has any significant defects, floor coverings prohibit a visual inspection so it is possible that some minor defects may be concealed</li> </ul>
solar unit	<ul style="list-style-type: none"> <li>• solar hot water panels have been installed; the solar installation is not included in this inspection therefore, we do not comment on any aspect of its operation. Where solar units have been installed, we are unable to apply a condition to the area of roof covering beneath due to restricted access</li> </ul>

Garage	
description	<ul style="list-style-type: none"> <li>• the garage is under the roof line</li> </ul>
roof exterior	good <ul style="list-style-type: none"> <li>• corrugated metal roof covering</li> </ul>
gutters and downpipes	good
wall construction exterior	good <ul style="list-style-type: none"> <li>• metal cladding</li> </ul>
floor construction	good <ul style="list-style-type: none"> <li>• concrete slab construction</li> </ul>
doors	good <ul style="list-style-type: none"> <li>• one roller door has been fitted</li> </ul>
doors and windows internal	good
termites - garage	<ul style="list-style-type: none"> <li>• no active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection</li> </ul>
wood decay - garage	<ul style="list-style-type: none"> <li>• no evidence of wood decay (rot) fungi damage was sighted in areas accessible at the time of inspection</li> </ul>
borers - garage	<ul style="list-style-type: none"> <li>• no evidence of borer damage was sighted in areas accessible at the time of the inspection</li> </ul>

Pergola	
pergola roof	good <ul style="list-style-type: none"> <li>• metal deck roof</li> </ul>
structural integrity	good <ul style="list-style-type: none"> <li>• steel construction</li> </ul>

Patio	
patio construction	good <ul style="list-style-type: none"><li>• concrete slab</li></ul>
drainage	good <ul style="list-style-type: none"><li>• drainage appears to be directed away from the dwelling, however, this was not tested at the time of inspection</li></ul>

## TIMBER PEST - OVERVIEW & RECOMMENDATIONS

Overall risk - pest	<ul style="list-style-type: none"> <li>considering all of the relevant factors, it is our opinion that the overall degree of risk of timber pest infestation to the property is HIGH - we strongly recommend that regular inspections are undertaken</li> </ul>
Evidence of timber pests	<ul style="list-style-type: none"> <li>no evidence of active subterranean termites (live species) was found at the time of our inspection</li> </ul>
Evidence of a termite nest	<ul style="list-style-type: none"> <li>no, please read the report in full</li> </ul>
Evidence of a pest treatment	<ul style="list-style-type: none"> <li>we found a preventative treatment notice posted in the meter box on main house</li> <li>termite monitoring stations have been installed. However, we cannot confirm that they have been regularly observed and serviced by a professional pest controller</li> <li>there was evidence (drill holes) of a possible previous termite treatment. We are unable to determine how long ago the treatment was completed</li> </ul>
Pest treatment required?	<ul style="list-style-type: none"> <li>at the time of inspection a monitoring system was already in place, continued servicing of this system is essential to ensure effective treatment</li> </ul>
We recommend pest inspections are conducted every:	<ul style="list-style-type: none"> <li>6 to 12 months</li> </ul>
Drainage and ventilation	<ul style="list-style-type: none"> <li>concrete slab construction - not applicable</li> </ul>
Mould	<ul style="list-style-type: none"> <li>mould was not observed at time of inspection</li> </ul> <p>Mould on walls and ceilings etc; is an indicator of high moisture or very poor ventilation. If reported you should commission further investigation by a builder or an Industry Hygienist as its presence may indicate a water leak, wood decay or termites behind the wall or ceiling sheeting.</p>
Weep holes	<p><b>Were the weep holes clear allowing the free flow of air?</b></p> <ul style="list-style-type: none"> <li>not applicable</li> </ul> <p>Weep holes are small openings that allow water to drain from within an assembly. Weeps are located at the bottom of the building to allow for drainage. It is important that soil, lawn, concrete paths or pavers do not cover the weep holes. Sometimes they have been covered during the rendering of the brick work. They should be clean and free flowing. Covering the weep holes in part or in whole may allow undetected termite entry.</p>
Slab edge exposure	<p><b>Is the slab edge exposed?</b></p> <ul style="list-style-type: none"> <li>not able to comment as the slab type cannot be determined</li> </ul> <p>Where external concrete slab edges are not exposed there is a high risk of concealed termite entry. In some buildings built since July 1995 the edge of the slab forms part of the termite shield system. In these buildings an inspection zone of at least 75mm should be maintained to permit detection of termite entry. The concrete edge should not be concealed by render, tiles, cladding, flashings, adjoining structures, paving, soil, turf or landscaping etc. Where this is the case, you should arrange to have the slab edge exposed for inspection. Concealed termite entry may already be taking place but could not be detected at the time of the inspection. This may result in concealed timber damage.</p>
Termite shields (ant caps)	<p><b>In our opinion the termite shields appear to be:</b></p> <ul style="list-style-type: none"> <li>not applicable, concrete slab construction</li> </ul> <p>Termite Shields should be in good order so termite workings are exposed and visible. This helps stop termites gaining undetected entry.</p>

Hot water, air conditioning and water tanks	Units that release water alongside or near to building walls need to be connected to a drain. If this is not possible then their water outlet needs to be piped several meters away from the building, as the resulting wet area is highly conducive to termites. <b>Is there a need for work to be carried out?</b>
General recommendations	<ul style="list-style-type: none"> <li>As this property is located in an area where subterranean timber pests are commonly found we strongly recommend that you have regular inspections carried out no later than every 6-12 months (or as specifically recommended above) to ensure that there is no termite activity present in your buildings and structures.</li> </ul>

It should be noted that if the risk factor specified in this report is considered to be high it is encouraging awareness that increased vigilance is warranted. Any recommendations regarding reducing conditions that are conducive to timber pests or frequency of inspections should be observed. If termite activity, active or latent, has been identified in this report, we strongly suggest an invasive inspection is carried out. To safeguard against potential timber pest issues, we recommend that a full inspection be undertaken every 6-12 months at a minimum or as specifically recommended above. We strongly encourage the property owner to consider implementing a Timber Pest Preventative Management Plan, which includes periodic Termite Inspections. A proactive approach will help ensure the ongoing protection of the property. Please call our office on 6288 0402 for advice and information or to arrange a customised schedule for this building or contact your regular inspector.



## PROPERTY ACCESS

Restricted access caused by stored goods, furnishings, window treatments, floor coverings, security devices, vegetation, duct work, confined spaces, insulation and other impediments will limit the scope of this inspection. Whilst every effort has been made to conduct a comprehensive roof cavity and subfloor inspection there are limitations relative to safe access requirements which include low clearances, the availability of safe walk-ways and work-safe temperatures, which when applicable, will limit the inspection. The roof exterior is inspected when accessible from a 3.6 metre ladder, or from ground level where there are height restrictions. Only structures, fences and/or trees within 30m of the building but within the property boundaries were inspected. No inspection was made, and no report is submitted with respect to inaccessible areas. These include, but may not be limited to, cavity walls, concealed frame timbers, eaves, flat roofs, fully enclosed patios, subfloors, soil concealed by concrete floors, wall linings etc. Where a property is furnished at the time of the inspection the furnishings and stored goods may be concealing evidence of Timber Pest Activity. This evidence may only be revealed when the property is vacated. A further inspection of the vacant property is strongly recommended in this case. Please note where a complete inspection of any area was not possible, timber pest activity and/or damage may exist in these areas. Prior to making any critical decisions, further inspections are strongly recommended to areas where reasonable access is unavailable, obstructed or restricted or a high risk of possible timber pests and /or damage exists.

32 Hill Road Royalla	
Area	Restrictions
<b>INTERIOR</b>	access during inspection of the interior of the property was restricted by: - window treatments and floor coverings
<b>SUBFLOOR</b>	there is no subfloor, the dwelling is constructed on a concrete slab
<b>ROOF CAVITY</b>	our inspection of the roof cavity was restricted by: - duct work - inspection around the eaves was restricted due to low pitch and clearances - low clearances
<b>ROOF EXTERIOR</b>	roof exterior: - safety harness anchors and edge restraints were not available. Work Health and Safety regulations required a top of ladder inspection

## WARRANTY & USE OF OUR REPORTS

This report is **intended to be read in its entirety**. The report is written solely for the use and benefit of:

The Client named in this report

The Purchaser of the property

No liability or responsibility in contract or tort or statute is accepted to any Other Party who may rely on the report wholly or in part. Any Other Party acting or relying on this report, wholly or in part, does so at their own risk. Additionally, no liability or responsibility will be accepted if the invoice for this report is not paid on or before settlement of the sale contract or within one hundred and eighty (180) days from the date of inspection.

No liability shall be accepted on account of failure of the report to notify any termite activity and/ or damage present at or prior to the date of the report in any areas of the subject property physically inaccessible, or to which access for inspection is denied by or to the Inspector including but not limited to any areas so specified by the Report. Furthermore, we do not assume liability for any omissions, errors, or inaccuracies in documents provided by external agencies, the client, or their representative. The report is only an opinion of Residential Reports and is valid for one hundred and eighty (180) days from the date of inspection as per the Civil Law (Sale of Residential Property) Act. No liability will be accepted or claims considered after the expiration of this period of liability.



Before the property exchange, you will have the opportunity to attend a pre-settlement inspection to conduct your due diligence. Carefully consider the building's age and its impact on elements like windows, doors, and cupboards. Our inspectors do not assess ongoing maintenance, and as such you or your representative should personally appraise relevant building elements. If it is claimed that there is an omission relating to this report, Residential Reports must be notified in writing before any action is taken. No liability shall be accepted where any costs (including for remedial action or professional advice) are incurred by the claimant prior to Residential Reports receiving written notification along with evidence of the defect or omission, being given a reasonable opportunity to re-inspect the property, obtain professional advice and propose a resolution or arrange for rectification work to be undertaken. Unless costs are specified and agreed to in writing, no liability will be accepted. No liability shall be accepted for any costs incurred in excess of the reasonable costs required to rectify the defect or omission claimed. ***This report supersedes any other report, verbal or written, given to you by this company in respect of this property. If you have questions or do not understand any part of this document and require clarification, please contact us prior to acting on this report. Copyright remains with Residential Reports, the report content, style and presentation is not to be copied or reproduced without written authority of the Company.***

## SCOPE & LIMITATIONS OF OUR INSPECTION

This report has been prepared as a result of a largely **VISUAL INSPECTION ONLY** with limited operational testing conducted as required by Australian Standard AS 4349.0-2007 Inspection of Buildings (General requirements), AS 4349.1-2007 Inspection of Buildings (Pre-purchase inspections - Residential Buildings) and AS 4349.3 - 2010 Inspection of Buildings Part 3: Timber Pest Inspections. It is limited to the condition of those areas of the property that were fully accessible (see Safety and Reasonable Access) and visible to the inspector at the time of inspection. In the case of a Strata type property, our inspector only undertakes an examination of the interior of the unit. You must read the entire report and Scope & Limitations sections before reaching any conclusions regarding our opinion of the property's condition. Any person relying on this report acknowledges the following clauses, which define the Scope and Limitations of the inspection and form an integral part of the report.

## LIMITATION OF LIABILITY

This report is valid on the date of inspection. Responsibility is not accepted for any matter that is not evident, or, for any deterioration of the property that occurs after the date of the inspection. The inspection is a visual assessment only.

The operation/working condition of limited features may have been commented on during the course of our inspection. Operational testing is limited, where testing occurs and a defect is identified, this defect may be noted in the Report if it is a major defect and may be investigated further to provide more detail. However, this does not impose on the inspector any further obligation to test each same item, nor does it impose an obligation to make note if in the inspector's reasonable view, the defect is not a major defect. There is no guarantee

that items referenced will operate as intended at a later date. Prior to purchase, the purchaser must conduct their own due diligence most particularly where defects have been documented in this report so that they are able to quantify the extent and cost of required remedial action. The Purchaser acknowledges that they should not solely rely on this Report as to the exact condition of the property and that they should obtain independent advice from a qualified technician relative to required remedial actions.

Concealed areas are not reported on. Concealed defects may include, but are not limited to:

- Breakage, blockage or interference with concealed pipes, concealed window and door mechanisms
- Defective service installations
- Any part of the structure which is underground or concealed e.g. footings, wall and ceiling framing, concealed floor structures
- Areas concealed by furnishings, fixtures and fittings or stored goods, low clearances or where safe access is not possible.

Responsibility is not accepted for defects which are latent or otherwise not reasonably detected in a visual inspection without interference with, removal or breaking apart of any of the structure including fixtures, fittings, furniture, insulation or stored items within and around the building. The inspector notes that some defects may be concealed, obstructed and/or inaccessible at the time of the inspection. The reader should be aware that various features of the property such as large and heavy furniture, as well as electrical goods including washing machines and fridges may obstruct the view of the inspector and/or make possible defects inaccessible such that their visibility to the inspector is limited and they may not be identified. The Purchaser acknowledges that Residential Reports will not accept any liability for concealed, obstructed and/or inaccessible defects that the inspector does not identify.



## EXCLUSION OF ITEMS FROM INSPECTION

AS 4349.1 – 2007 excludes reporting of the following items: Footings below ground, concealed damp-proof course, electrical installations, operation of smoke detectors, light switches and fittings, TV, sound and communications and security systems, concealed plumbing, adequacy of roof drainage as installed, gas fittings and fixtures, air-conditioning, automatic garage door mechanisms, swimming pools and associated filtration and similar equipment, the operation of fireplaces and solid fuel heaters, including chimneys and flues, alarm systems, intercom systems, soft floor coverings, electrical appliances including dishwashers, incinerators, ovens, ducted vacuum systems, paint coatings, except external protective coatings, health hazards (e.g., allergies, soil toxicity, lead content, radon, presence of asbestos or urea formaldehyde), timber and metal framing sizes and adequacy, concealed tie-downs and bracing, timber pest activity, other mechanical or electrical equipment (such as gates, inclinators, soil conditions, control joints, sustainable development provisions, concealed framing-timbers or any areas concealed by wall linings/sidings, landscaping, rubbish, floor covers, furniture and accessories, stored items, insulation, environmental matters (e.g., BASIX, water tanks, BCA Environmental Provisions), energy efficiency, lighting efficiency.

## WHAT THE INSPECTOR EXAMINES TO PREPARE A PROPERTY REPORT...

### ...AND IMPORTANT NOTES ABOUT THESE AREAS

The following outlines aspects of the property that can be examined through visual inspection, derived from the Australian Standard AS4349.1–2007. Comments are generally provided only if significant issues are found. The inspector didn't move or remove any coverings or furnishings, which could hide defects. Damage to concealed structures or pest activity may not be visible due to foliage or other obstructions. This report is a guide for potential buyers and should complement your own inspection and due diligence. Some aspects are subjective, so consider factors like presentation, past maintenance, and construction age when forming opinions.

**DOORS & DOOR FRAMES** - Defective hardware – significant, rotting/corroded frames, loose/badly fitting doors, damage.

**EXTERNAL ROOF COVERING, FASCIAS, GUTTERS & DOWNPIPES** - Tiles/slates, sheet roofing, flashing, skylights, vents, downpipes, valleys, guttering, eaves, fascia boards, barge ends. Roof waterproof integrity and roof drainage is not tested during our inspection therefore it is not possible to determine the effectiveness of the roof cover and drainage system under all conditions. It is important to note that a visual inspection of the roof covering may not identify roof leakages. Roof design can have a significant impact on roof drainage. Low pitched construction can, in adverse weather conditions lead to flooding of the roof cover. Effective roof drainage is absolutely critical for a flat framed or low pitch roof. Flooding of the roof cover can result in water ingress within the building envelope. Roof drainage and the stormwater systems are not tested at the inspection. Inadequate, blocked or non-existent stormwater drains are often accountable for problems relating to roof drainage. Repainting of timber can mask the existence of timber rot. We cannot guarantee that all timbers are sound. A visual inspection may not, in some circumstances, detect roofing timbers affected by rot.

**EXTERNAL WALLS & NON-STRUCTURAL RETAINING WALLS** - Bricks, mortar, render, cracking/movement, dampness, visible flashing, weep holes, joint sealants, perpends, decay. Settlement cracks, if present, need to be monitored over a period of time to determine if an ongoing structural problem exists. If any reference has been made in this report to cracking, settlement and or movement, it should be noted that we are not experts in this area and further advice, if considered necessary, should be obtained from a Structural Engineer.

**FENCES & GATES** - Palings/panels, rails, posts, sagging, timber decay (rot).

**FLOORS** - **TIMBER**: Springy or squeaky boards/sheeting, timber decay (rot), out of level – significant, undulations - significant, dampness/water damage; **CONCRETE**: cracking, out of level – significant; **HARD FLOORING**: cracking, loose or drummy units, dampness/water damage

**INTERNAL ROOF SPACE** - Framing, insulation, sarking, party walls (if applicable). Sarking is a foil insulation/vapour barrier. Used in conjunction with bulk insulation, sarking provides an ideal insulation system for the control of heat and condensation. Sarking can only be installed during construction.

**KITCHEN** - Fit out, sealants, ventilation, taps, leakage, sink, drummy/cracked/missing tiles, grout defects. This report does not cover any matters relating to the operation of electrical or gas appliances. Any comments made in this regard are from a general observation only.

**PAINTWORK** - The condition of painted surfaces is often a subjective matter. Areas that appear to be acceptable when furnished may not always be considered so when devoid of obstructions. Paint work is normally not considered in Property Inspections. To prevent wood decay of timber surfaces and deterioration of metal components, the condition of these surfaces should be monitored and repainting carried out regularly. Corrosion of any metal roof sheeting should be repaired, treated and painted to avoid water leakages. Painted surfaces can mask areas where timber has deteriorated. Our visual inspection may not detect instances where this has occurred. The opinions provided here are of a general nature only, given that there can be significant differences in the condition of painted surfaces in each area of the property. The reader of this report is urged to conduct their own detailed inspection before reaching a conclusion regarding the acceptability of painted surfaces

**PATHS, PAVING & DRIVEWAY** - Cracking, movement, uplifting, sinking, alignment, roof penetration.

**SPECIAL PURPOSE REPORTS** - Improvements such as swimming pools and spas are subject to a Special Purpose Report and are not included in our inspection and reports. We recommend that a qualified technician be engaged to report on these items and to advise on current regulations relating to safety fencing and equipment.

**STAIRCASES** - Stringers, handrails, balustrades, newel posts, treads (goings), risers

**SUB FLOOR** -Dampness, debris, drainage, ventilation, cracked or leaking pipes; **TIMBER CONSTRUCTION**: bearers & joists, framing, piers/stumps; **SUSPENDED CONCRETE FLOOR CONSTRUCTION**: concrete condition, cracking. If moisture is noted, it is recommended that the sub-floor area be monitored to ensure that surface and sub-surface moisture ingress is not an ongoing issue. If the area remains damp, consideration should be given to upgrading subterranean and surface drainage systems to ensure that moisture is directed away from the building foundations and the sub-floor area is kept dry. A qualified drainage expert should be consulted with regard to drainage issues.

Foundation problems are caused by reactive soil types and trees and gardens being planted too close to the building. Generally, clay soils which are common in the ACT, are reactive soils. Large trees use vast amounts of water and can quickly draw moisture out of the ground during dry periods, this results in destabilised moisture content of the soils around the building and ultimately may cause a foundation problem. Over watering gardens close to the building may have the opposite effect, especially with clay soil. Over watering increases the moisture content of the soil which can result in “heaving” of the foundations adjacent to the garden. When watering close to the building you should avoid ‘pooling’ of water in a particular area, as this also affects the moisture content of the soil which in turn can cause damage to footings and foundations. Too much or too little water near the perimeter of the building may cause serious problems with foundations and footings and damage can cause major structural problems, resulting in costly repairs.

#### **HINTS FOR AVOIDING PROBLEMS AND COSTLY REPAIRS:**

- Water gardens evenly close to the building and do not over water
- Ensure the ground is graded away from the walls of the building and that the property has adequate drainage
- Promptly repair broken downpipes, leaking taps, sewerage pipes and other water services
- Hot water system overflows should be directed away from the area immediately adjacent to the foundations and the services maintained to ensure excessive leakage does not occur
- Garden beds should not be located against the house

**TIMBER PESTS** - Our visual inspection is undertaken to identify the following timber pests: Subterranean termites, Borers, Timber decay (rot) fungi. Where applicable and where there is reasonable access, the following areas are examined: interior and exterior of structures, roof cavity, subfloor, garage or carport, garden and storage sheds/outbuildings, retaining walls and garden borders, pergolas and decks, structures, fences and trees within 30m of the building within the boundaries of the property. Water leaks: especially in the subfloor or against external walls e.g. leaking taps, roofs or down pipes, increases the likelihood of termite attack. Leaking showers or leaks from other 'wet areas' also increase the likelihood of concealed timber pest attack. Where evidence of termite activity was found in the grounds then the risk to buildings is very high. A treatment to eradicate the termites and to protect the building(s) should be immediately carried out. Where the evidence of termite workings (including dormant mud leads) was found in the grounds or the building(s) then the risk of a further attack is very high. If live termites or any evidence of termite workings or damage was reported within the building(s) or in the grounds and fences, then it must be assumed that there may be concealed termite activity and/or timber damage. This concealed activity or damage may only be found when alterations are carried out such as when wall linings, cladding or insulation are removed or if you arrange for an invasive inspection. In situations where visual evidence of termite activity or damage is reported, but no live termites were observed during the inspection, it's important to recognise that termites might still be active in the immediate vicinity, potentially causing further damage. Determining whether the infestation is active or inactive requires multiple inspections over time, as various factors, such as prior disturbances, climatic conditions, or the termites finding an alternative food source, can influence their presence during a single inspection. To safeguard against potential termite-related issues, we recommend continued, regular inspections. **An invasive inspection is also an option for a more comprehensive assessment. We strongly encourage the property owner to consider implementing a Timber Pest Preventative Management Plan, which includes periodic Termite Inspections. This proactive approach will help ensure the ongoing protection of the property against potential termite threats. Please call our office on 6288 0402 for information and to arrange a customised schedule for this building or contact your regular inspector.**

**WALL CONSTRUCTION** - Distortion (significant), nail popping, defective lining, dampness/water damage, cracking, defective or damaged plaster/render. Settlement cracks, if present, need to be monitored over a period of time to determine if an ongoing structural problem exists. If any reference has been made in this report to cracking, settlement and/or movement, it should be noted that we are not experts in this area and further advice should be obtained from a Structural Engineer.

**WATERPROOFING - A VISUAL INSPECTION OF THE AREA CANNOT PROVIDE CONCLUSIVE EVIDENCE THAT THE AREA IS WATERPROOF.** Compliance with Australian Standard AS 370-2004 Waterproofing of Wet Areas is critical to meeting waterproofing requirements. Should conclusive evidence be required regarding the integrity of waterproofing of wet areas, in particular shower areas, we recommend that a qualified technician be engaged to complete a comprehensive test to include:

- Capping the shower rose and leaving the water reticulation system under pressure and then checking for evidence of water leakage around tap spindles etc. (the sound of escaping air when the shower rose cap is removed indicates a watertight system). The technician may be engaged to complete a comprehensive pressure test of the entire water reticulation system.
- Plugging the floor drain of the shower cubicle and filling the base with water to the maximum level. Allowing the water to remain in the base for an extended period and checking that the level has not dropped. If the water has diminished it is most likely that the waterproofing system has failed.

**WET AREAS** - Fixtures and fittings, ventilation, cistern/pan, taps, basins, tubs, leakage, sealants, drummy/cracked/missing tiles, grout defects, vanity, shower leakage, broken/cracked glass. If a wet area was not in service prior to and or at the time of inspection and no elevated moisture readings were recorded, or there was no visible evidence of current water leakage, then it is possible that an existing water leak will remain undetected.

**WINDOWS** - Putty/glazing sealant, broken glass, rotting frames (timber), corrosion (metal), sills, fittings/hardware, damage. In most cases access to windows is restricted by window treatments, furniture or security locks. Older style timber windows can sometimes bind with the frame. This is viewed as a general maintenance issue. Sash windows sometimes require maintenance to the window balance mechanism or sash cords. A visual inspection cannot provide a guarantee that windows will operate smoothly. Sometimes window runners, sashes and balance mechanisms will require maintenance or replacement.



## SAFETY & REASONABLE ACCESS

Australian Standard 4349.1 – 2007 3.2.2 The extent of accessible areas shall be determined by the inspector at the time of inspection, based on the conditions encountered at the time of inspection. The inspector shall also determine whether sufficient space is available to allow safe access. The inspection shall include only accessible areas and areas that are within the inspector's line of sight and close enough to enable reasonable appraisal. The Australian Standard 4349.3 defines reasonable access as "areas where safe, unobstructed access is provided and the minimum clearances are available; or, where these clearances are not available, areas within the consultant's unobstructed line of sight and within arm's length. NOTE: Reasonable access does not include removing screws and bolts to access covers." Reasonable access is determined in accordance with the provisions of the following WHS requirements;

Area	Access Manhole MM	Crawl Space MM	Height
Subfloor	500 x 400	VERTICAL CLEARANCE - Timber Floor: 400* Concrete Floor: 500	Height
Roof Interior	400 x 500	600 x 600	Accessible from a 3.6 m ladder
Roof Exterior			Accessible from a 3.6 m ladder

\* To underside of bearer, joist or other obstruction to access.

### ROOF COVER INSPECTION

Work Health and Safety requirements determine that an inspector accessing a roof cover must be protected by harnessed safety lines and or edge protection. These safety measures are not practical during a presale inspection, therefore, this report is restricted to a "top-of-ladder" inspection. This report is not a guarantee that defects and/or damage do not exist in any part of the property not specifically seen and described by the inspector. This report is not a warranty against problems that may develop in the future.

### CEILING CAVITY INSPECTION

Work Health and Safety requirements determine that an inspector entering a ceiling cavity or similar space must have direct access to properly constructed walkways (sometimes referred to as catwalks) to eliminate the possibility of falling through the ceiling lining to the floor below, a fall that could result in serious injury. Generally, walkways are limited in a ceiling cavity so invariably sections of the roof structure will be inspected from a distance with the inherent limitations associated with limited access and often an impaired line-of-sight. Safety requirements prevent the inspector from traversing a ceiling cavity where safety elements are not available. This report is not a guarantee that defects and/or damage do not exist in inaccessible areas.

### WORK HEALTH & SAFETY ACT 2011

A non-residential building and the common property of some group residential buildings will fall within the definition of a workplace for the purposes of the Work Health and Safety Act 2011, The owners of workplaces must ensure that:

- Premises are safe and without risk
- Plant and substances are used without risk
- Workers are trained in WHS, are aware of their obligations and do, in fact, act in a safe manner

A pre-purchase building inspection may identify some safety issues in the common area but it is not an audit conducted for that specific purpose. It is essential that every Owners' Corporation or Company consult an appropriately qualified specialist to ensure it meets its legislative obligations.

### SAFE WORKING TEMPERATURES FOR THE INSPECTOR

When the temperature of a workspace (for example a ceiling cavity) exceeds the level considered to be safe according to WHS guidelines, the inspector will complete a risk assessment and the inspection will be limited accordingly. In the event that the inspector determines that the temperature exceeds safe working limits, generally, the inspection will be limited to the area immediately adjacent to the access for inspection.

## PROPERTY REPORT

This report does not and cannot make comment upon: defects which may have been concealed; the assessment or detection of defects (including rising damp or leaks) which may be subject to the prevailing weather conditions; whether or not services have been used for some time prior to the inspection and whether this will affect the detection of leaks or other defects; the presence or absence of timber pests; gas fittings; environmental concerns; the proximity of the property to flight paths, railways, or busy traffic; noise levels; health and safety issues; heritage concerns; security concerns, fire protection; site drainage (apart from surface water drainage). The operation of swimming pools and spas; detection and identification of unapproved building work; detection and identification of illegal or inadequate plumbing or electrical work; durability of exposed finishes; neighbourhood problems; document analysis; any matters solely regulated by statute; any area or item that could not be inspected by the inspector. Unless otherwise specified, no examination has been made of any documentation of any type. We have not referred to statutory authority records nor have we examined any survey or water and sewerage service diagram, or any other document prepared by any statutory authority or other party. Stock images in the report are for presentation purposes only and are not images of the subject property.

**PURPOSE OF THE REPORT** - The purpose of this report is to identify major defects in the building, decks, pergolas, garages and other similar significant improvements insofar as a property inspector can reasonably identify those defects. Structures, not limited to but including, garden sheds, play equipment, garden trellis, swimming pools and spas are not inspected or included in this report. A Special Purpose Report may be commissioned for these types of improvements. This report contains numerous observations but is not intended to list every defect. Defects are common to all structures and generally are commensurate with the age of the construction and use. Ongoing maintenance, upgrading or replacement requirements, cosmetic works and minor defects or faults are subjective and have not been included.

**CONCEALED SURFACES** - The inspection did not include breaking apart, dismantling, removing or moving objects, including but not limited to foliage, mouldings, roof insulation or sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, equipment, appliances, or personal possessions. The inspector cannot see inside walls, between floors, inside skillion roofing, behind stored goods or any other areas that are concealed or obstructed. The inspector did not dig, gouge, force or perform any other invasive procedures. Visible timbers have not been destructively probed or hit. In an occupied property, furnishings or household items may be concealing defects. Some defects may only be visible once furniture and other items have been removed from a property or when alterations are carried out. Built-in cupboards are usually filled with personal items and clothing. Some exterior surfaces may be obscured due to overgrown vegetation. Therefore, we cannot comment on the condition of the surfaces obscured or concealed by these or other items.

**WATER PENETRATION & ROOF DRAINAGE** - Some water penetration problems and/or dampness within a building do not become apparent and may not be detected unless there has been recent heavy rain or prolonged periods of rain. If moisture has been identified by the inspector using electronic testing equipment, then it will be noted in the report. Roof drainage is not tested. Therefore, no guarantee is given or implied that the roof will remain weatherproof in all weather conditions. If there is reference in the report to water stains within the interior of the property this may be evidence that the roof and or drainage system has previously leaked. We recommend that you contact a suitably qualified roofing expert to discuss the probability of ongoing water leakages in the building. Particularly with respect to older properties and where the roof has a low pitch, engaging the services of qualified roof plumber to provide an expert opinion should be considered. The very best roof drainage systems can fail in extreme weather conditions sometimes impacted by conditions not related to the property under review. (Blocked or impaired stormwater drains for example).

**FIRE PROTECTION EQUIPMENT & ORDINANCE REQUIREMENTS** - These are not covered by this report and these matters should be checked with the statutory authority. Any fire protection equipment has not been tested, e.g. smoke detectors etc.

**HAZARDOUS MATERIALS & CONTAMINATION** - Our inspection and report does not cover any hazardous materials or prior use of the land and building or any chemicals applied to land and buildings, which may have caused contamination.

**RETAINING WALLS & STRUCTURAL COLUMNS** - We are not engineers. Comment in respect of large and/or structural retaining walls and columns are beyond the scope of this report. It is not possible to determine from a visual inspection whether a retaining wall or column has been built in accordance with sound engineering principles and, even if it has, whether it is or will remain sound. An engineer should be consulted in any case where there are large, or structural, retaining walls, columns or similar building elements.

**INTERNAL WALLS & CEILINGS** - Movement cracking in ceiling and wall linings are common to most structures particularly older developments. Mostly they are cosmetic and generally have no structural implications. Repairation is usually undertaken during routine maintenance. Undulations in ceiling linings are often associated with older structures and are a result of the deterioration of the adhesive used to fix plasterboard to the ceiling battens. Typically, this is a cosmetic defect, however, in some circumstances the plasterboard may require refixing to the battens.

**CRACKING/SETTLEMENT/MOVEMENT & STRUCTURAL INTEGRITY** - Where reference has been made in this report to cracking, settlement, movement or an opinion has been provided on structural integrity, it is important to note that we are not experts in this area and our advice is limited accordingly. If considered necessary, further advice should be obtained from a Structural Engineer before critical decisions are made. Any cracking reported should be monitored for further movement. If further movement is noted, a Structural Engineer should be consulted at the earliest opportunity. Cracking of masonry walls is very common in the ACT, particularly where there are volatile clay soils. There may be some superficial or hairline cracks that we consider have no structural implications which have not been identified.

**ELECTRICAL, GAS & OTHER SERVICE INSTALLATIONS** - We are not licensed electricians, gas fitters or mechanical engineers. This report does not cover any matters relating to electrical and gas installations or any apparatus operated by electronic, mechanical or hydraulic means. This report does not cover any matters relating to the operation of electrical or gas appliances. Any comments made in this regard are from a general observation only. You should satisfy yourself as to the operation and condition of any appliances or other installations. Any comments made in this regard are from general observation only. There has been no electrical, data, security or fire detection system testing or investigation.

**PLUMBING & DRAINAGE** - We are not licensed plumbers and a specialist inspection of the water service, plumbing and drainage system including roof drainage is excluded from this report. We recommend an inspection by a licensed plumber and drainer to identify any plumbing faults or drainage problems.

**TIMBER PESTS** - If this report does not include one, we strongly recommend that an independent inspection and report be obtained from an accredited Pest Inspector to determine whether the property is free from infestation (whether active or dormant).

**BOUNDARIES** - Unless otherwise stated, the inspector has not gained access to any neighbouring properties and is therefore unable to comment upon the external state of any boundary fences and walls. The common areas of unit developments are not inspected. Any comments made in relation to common areas are strictly observational.

**RURAL PROPERTY INSPECTION** - This inspection and report relates to the residential structure; rural improvements on the property are not inspected or reported on, any comments contained in this report relative to rural improvements are strictly observational.

**AREAS AND DIMENSIONS** - Whilst every care has been taken to accurately quantify any dimensions referenced in this report, we accept no responsibility for inaccuracies as supplying this information exceeds the requirements of a standard building inspection as per Australian Standard 4349.1-2007.

**ELEVATED STRUCTURES** - Where reference has been made in this report to an elevated structure such as a deck balcony or veranda, it is important to note that we are not Structural Engineers and accordingly our advice is limited. Any opinion relating to structural integrity is relative to weight loadings typical of a normal household event. Prior to loading the structure beyond normal, which may occur at a larger gathering, we recommend that professional advice be obtained to determine that the structure will safely cope with the weight loading. Additionally, the structure should be regularly inspected to ensure that structural integrity is maintained.

**SPECIAL PURPOSE REPORTS** - This Property Report does not contain any assessment or opinion in relation to any item which is the subject of a Special Purpose Property Report, or any matter where the inspection or assessment of which is solely regulated by Statute. Special Purpose Property Reports include comment on the following: common property areas, environmental concerns such as sunlight, privacy, streetscape and views, proximity of property to flight paths, railways and busy traffic or other neighbourhood issues; noise levels; WHS issues including, but not limited to the presence of asbestos, lead or other hazardous materials; heritage concerns; security or fire protection systems; climate control or water heating systems; analysis of site drainage apart from surface water drainage; swimming pools and spas; detection and identification of illegal and unauthorised plumbing work; durability of exposed finishes.

**BUILDING CODE OF AUSTRALIA AND COUNCIL APPROVALS** - Structures inspected are not cross referenced with the Building Code of Australia (BCA) applicable at the time of construction to confirm that the improvements are compliant with the BCA. This is the responsibility of the Building Surveyor prior to issuing Certificates of Occupancy. No attempt is made in this inspection and reporting process to confirm that the existing structures on the subject property are in strict accordance with approved plans, as plans and approvals are NOT obtained for this inspection. Any references to, or opinions regarding, compliance with the BCA are observational and are only an opinion of the inspector. Additionally, there is no guarantee given that the building or any improvements are in accordance with the current Building Code of Australia. In most circumstances for older dwellings, there is no requirement to upgrade specifications to the current Building Code.

**SWIMMING POOLS & SPAS** - The ACT Government has introduced reforms to home swimming pool safety, with a focus on swimming pool safety barriers. The reforms commence on 1 May 2024, with a four-year transition period. The scheme imposes requirements for information about the safety standard of a regulated swimming pool to be disclosed on the sale of a property. Owners must provide prescribed information including: exemption certificate, compliance certificate, swimming pool disclosure statement, certificate of occupancy for the pool and safety barriers that is not older than 5 years and 'Pool Owners Guidance Material' which outlines the obligations on owners of premises on which a regulated swimming pool is located. If this information is not provided in this report, you must request a copy. For more information on the reforms visit the ACT Government's Planning website.

## TIMBER PEST REPORT

This report is the result of a VISUAL INSPECTION ONLY. Inspection of the property and this report has been completed with reference to AUSTRALIAN STANDARD AS 4349.3 - 2010 Inspection of buildings Part 3: Timber Pest Inspections. In all instances throughout this report the inspector is referring to accessible areas only. Areas that were not accessible at the time of inspection or were concealed from view are not covered by this report. The inspector does not imply that inaccessible or partly inaccessible areas of the property were not, or have not been, infested by Timber Pests. This Report is not a guarantee that an infestation or future infestation and/or damage does not exist in any inaccessible or partly inaccessible areas of the property. This inspection DID NOT include breaking, removing or moving objects, floor and wall coverings, roof insulation, foliage, furniture, appliances stored goods and personal possessions - these all limit the scope of inspection. The inspector does not have access to the inside of walls, between flooring, inside eaves and skillion roofing. This Report is confined to reporting infestation and/or damage caused by white ants (subterranean and damp wood termites), borers of seasoned timber and timber pests (wood decay fungi), present on the date of the Inspection. The Inspection did not cover any other pests and this Report does not comment on them. Dry wood termites and European House Borer (*Hyloterpes bujulus* Linnaeus) are excluded from the inspection due to the extreme difficulty in locating the small colonies. Some species of termite and house borers, if discovered, will be reported (by law) to Government Authorities.



**TERMITE RECOMMENDATIONS** - Where evidence of termite activity or workings was found in any structure then the risk to buildings is very high and the risk of further attack is also high. A treatment to eradicate the termites and to protect the building(s) should be carried out. If live termites or any evidence of termite workings or damage was reported within the building(s) or in the ground and fences then it must be assumed that there may be concealed termite activity and/or timber damage. This concealed activity or damage may only be found when alterations are carried out such as when wall linings, cladding or insulation are removed or if you arrange for an invasive inspection. We claim no expertise in engineering or building. We strongly recommend that you have a qualified person such as a Builder, Engineer, Architect or other qualified expert in the building trade determine the full extent of the damage, if any. This may require an invasive inspection. We take no responsibility for the repair of any damage whether disclosed by this report or not.

Where visual evidence of termite workings and/or damage is reported but no live termites were present at the time of inspection, you must realise that it is possible that termites are still active in the immediate vicinity and the termites may continue to cause further damage. It is not possible, without benefit of further investigation and a number of inspections over a period of time, to ascertain whether any infestation is active or inactive. Active termites may simply have not been present at the time of inspection due to a prior disturbance, climatic conditions, or they may have been utilising an alternative feeding source. Continued, regular, inspections are essential. Unless written evidence of a termite protection program in accord with "Australian Standard 3660" with ongoing inspections is provided, you must arrange for a treatment in accord with the standard to be carried out immediately to reduce the risk of further attack.

Where the evidence of live termite or termite damage or termite workings (mudding) was found in the building (s) then the risk of a further attack is very high. Where evidence of live termites or termite damage or termite workings was found in the grounds but not in the buildings then the risk to buildings is very high.

If evidence of drill holes in concrete or brickwork or other signs of a possible previous treatment is reported then the treatment was most likely carried out because of an active termite attack. Extensive structural damage may exist in concealed areas. You should have an invasive inspection carried out and have a builder determine the full extent of any damage and the estimated cost of repairs as the damage may only be found when wall linings etc are removed. Normally if a termite treatment has been carried out then a durable notice should be located in the meter box indicating the type of termite shield system, treated zone or combination has been installed.

**BORER RECOMMENDATIONS** - Borer activity is usually determined by the presence of exit holes and/or frass. Since a delay exists between the time of initial infestation and the appearance of these signs, it is possible that some borer activity may exist that is not discernible at the time of inspection. If borers are identified replacement of all susceptible timbers is always preferred since, in the event of selling the property in the future it is probable that an inspector will report the borers as active. A chemical treatment to control and/or protect against Furniture beetle and/or Queensland pine beetle can be considered as a less effective, lower cost option. Before considering this option You should consult with a builder to determine if the timbers are structurally sound. Following the initial treatment, a further inspection is essential in twelve months' time to determine if further treatment is needed. Treatments over a number of consecutive years may be required. The *Lyctus brunneus* (powder post beetle) is not considered a significant pest of timber. Damage is confined to the sapwood so treatment or timber replacement is not usually required. However, you should have a building expert investigate if any timber replacement is required. *Anobium punctatum* (furniture beetle) and *Calymmaderus incisus* (Queensland pine beetle) must always be considered active, unless proof of treatment is provided, because, unless the timber is ground up, one cannot determine conclusively if activity has ceased. Total timber replacement of all susceptible timbers is recommended. A secondary choice is treatment. However, the evidence and damage will remain, and the treatment may need to be carried out each year for up to three years.

**HIGH MOISTURE READINGS, DRAINAGE & VENTILATION** - High moisture readings can be caused by any one of the following: poor ventilation, ineffective drainage, leaking pipes, leaking roofs, defective flashing or by concealed termite activity. The areas of high moisture should be investigated by way of an invasive inspection. High moisture levels also increase the likelihood of termite attack and may also be conducive to borer activity and wood decay. If high moisture was reported then You must have a building expert investigate the moisture and its cause and determine the full extent of damage and the estimated cost of repairs.

If drainage is considered inadequate, a plumber or other building expert should be consulted, and remedial measures should be taken. Ventilation of the sub-floor region is important in minimising the opportunity for subterranean termites to establish themselves. Consideration should be given to installing high air flow vents and/or improve the cross flow of air within the subfloor to produce ventilation equivalent to 8400 sq mm net ventilation area per lineal metre on external and internal walls.

**EXTENSIONS** - Where an extension or addition has been made to a property, it can create a potential gap or discontinuity in the termite barrier system. This gap occurs between the original structure and the new addition. Termite barriers are critical in aiding the prevention of undetected subterranean termites from entering the dwelling, and any interruption in the barrier can compromise its effectiveness. We are unable to report on the existence, condition or continuity of the termite barrier system between the existing dwelling and additions or alterations.

**INFILL AND CONCRETE SLABS** - Any building or part of a building that is constructed on a concrete slab is always more susceptible to termite attack because of possible concealed termite entry. A very high proportion of termite attacks are over the edge of both infill and other concrete slab types. If the edge of the slab is concealed by concrete paths, patios, pavers, garden beds, lawns, foliage, etc then it is possible for termites to conceal their entry into the property. Termites can then cause extensive damage to concealed framing timbers. Even the most experienced inspector may be unable to detect their presence due to concealment by wall linings. Only when the termites attack timbers in the roof void, which may in turn be concealed by insulation, can their presence be detected. Infill slab type construction has an even higher risk of concealed termite ingress as the slab edge is concealed due to the construction design and is not exposed. The type of slab may only be determined by assessment of the construction plans by a qualified person such as a Builder, Certifier or Architect. Construction Plans may be obtainable by your conveyancer. Termite

activity and or damage may be present in concealed timbers of the building. We strongly recommend frequent regular inspections in accordance with AS 3660.2. Where the slab edge is not fully exposed, or the slab is an infill slab or the slab type cannot be determined then we strongly recommend inspections every 3 to 6 months in accordance with AS 3660.2. Infill slab: A slab on the ground cast between walls. Other slabs should be in accordance with AS 2870 - 1996 and AS 3660.1-2000.

**TIMBER (FUNGAL) DECAY** - We claim no expertise in building and if any evidence of fungal decay or damage is reported you should consult a building expert to determine the full extent of damage and the estimated cost of repairs or timber replacement.

**DETERMINING EXTENT OF DAMAGE** - This Report is NOT a structural damage report. You agree that we are not responsible or liable for the repair of any damage, whether disclosed by our report or not. Our inspectors are not necessarily specialised builders and any inexperienced opinion provided with respect to timber damage cannot be relied upon. The Report will not state the full extent of any timber pest damage; rather, we may provide comment on the damage for your information. If evidence of Timber Pest activity and/or damage is reported in the structure(s) or the grounds of the property, then you must assume that there may be further concealed structural damage within the building(s). This concealed damage may only be found when invasive procedures are applied to reveal previously concealed timbers. In the case of Timber Pest activity and/or damage WE STRONGLY RECOMMEND an invasive Timber Pest Inspection is undertaken and a qualified person such as a Builder, Structural Engineer, or Architect be engaged to carry out a structural inspection to determine the full extent of the damage and repairs that may be required.

**MOULD** - Mould (also referred to as Mildew and non-wood decay fungi) is not considered a Timber Pest. This report does not extensively cover the inspection of Mould. If evidence of mould was observed during the inspection, it may be noted for your information. If you are concerned as to the possible health risk resulting from the presence of mould, then you should seek advice from your local State or Commonwealth Government Health Department expert.

## IMPORTANT INFORMATION

This Report reflects the condition of the property existing at the time of the inspection date and may not reflect the current state. Timber Pests, particularly termites, may have gained entry to the property since the inspection date. Termites can, in a relatively short period, cause significant damage to both structural and non-structural timbers within and around the buildings of the property. Termites are difficult to detect and much of the damage caused may not be readily visible, if damage exists, it may be costly to repair. If the Report indicated the presence of termites, termite damage, previous activity or treatments, or recommends a treatment, you should obtain copies of the treatment proposal, any certificates of treatments carried out, details of all repairs including copies of quotations, invoices and any other reports. It is strongly recommended that you arrange for an inspection in accordance with AS 4349.3 to verify that the treatment has been successful and carried out in accordance with AS 3660.2 and arrange for a further building inspection in accordance with AS 4349.1. The person carrying out the inspection and this company will have no liability to you for any damage or loss you may suffer as a result of your entering the contract to purchase the property or in connection with completing the purchase of the property as a result of your failure to heed the advice given in this report and may use such failure in defence of any claim that you may later make against any of them.

Where a property is furnished at the time of inspection, you will appreciate that the furnishings, floor coverings and stored goods may be concealing any evidence of Timber Pest Activity which may only be revealed when the items are moved. Where fences are obscured by foliage, overgrowth or structures, evidence of timber pest activity or damage may be concealed. Poor subfloor drainage increases the likelihood of termite attack. If the risk factor stated in this report is high, this is the opinion of the inspector and should encourage awareness that increased vigilance is warranted and that recommendations for the reduction of unfavourable conditions that increase the chances of termite activity must be strictly observed. It is strongly recommended that a comprehensive timber pest inspection by a qualified timber pest inspector is undertaken every 6-12 months (or more frequently if specified in the report). Regular inspections DO NOT prevent timber pest attack. Regular inspections increase the chance of the early detection of timber pest activity thereby limiting the structural damage that may occur. The overall degree of risk of Timber Pest Infestation cited in this report is a subjective assessment by the inspector at the time of the inspection, taking into account many factors which include, but are not limited to, location and proximity to bushland and trees and/or other timber structures, evidence of timber pest damage or activity close to the inspected structure or within the inspected structure, conducive conditions that raise the potential of timber pest attack, such as timbers in contact with soil, inaccessible areas, slab on ground construction, or other factors that, in the inspector's opinion, raise the risk of future timber pest attack.

A more thorough INVASIVE INSPECTION is available. Where any current visible evidence of Timber Pest activity is found it is strongly recommended that a more invasive inspection is performed. Trees and stumps on the property with a diameter in excess of 100mm have been visually inspected for evidence of termite activity to a height of 2m where access was possible and practical. It is very difficult, and generally impossible to locate termite nests since they are underground and evidence in trees is usually well concealed. We therefore strongly recommend that you arrange to have trees test drilled for evidence of termite nests.

## RESOURCE LIBRARY

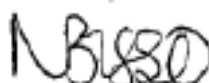
Where reference is made to the Residential Reports Resource library, [you may access this content by clicking here.](#)

## Certificate of Currency

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<b>Policy Number</b>	BP20200022
<b>Item 1 The Insured:</b>	Residential Reports Pty Ltd
<b>Item 2 Address:</b>	35 Poynton Street HUGHES ACT 2605
<b>Item 3 Professional Services covered by this policy:</b>	Pre Purchase Building Inspections (AS4349.1) Special Purpose Building Inspections Energy Rating Reports Urban Pest Management Termite Management including inspections - existing buildings and structures (AS3660.2) Timber Pest Inspections (AS4349.3)
<b>Item 4 Description of the Policy:</b>	Professional Indemnity & Broadform Liability (CGU PIB 03-17)
<b>Item 5 Period of Insurance:</b>	From 20/07/2025 To 4.00 pm on 20/07/2026
<b>Item 6 Particulars of Risk:</b>	
	<b><u>Civil Liability Professional Indemnity</u></b>
6.1 The Policy Limit is	\$5,000,000 which includes all policy sections
6.2 The Policy Excess is	\$20,000
6.3 The Retroactive Date is	20/07/2020
	<b><u>Public Liability</u></b>
6.4 Sum Insured	\$20,000,000
6.5 Excess	\$2,500
<b>Date and Place of Issue</b>	21/07/2025 Melbourne, Victoria

Signed for and on behalf of Insurance Australia Limited ABN 11 000 016 722



Najbi Blisso, Manager

This Certificate of Currency indicates policy cover effective as at the date of issue only