

# Contract for the Sale and Purchase of Commercial Real Estate

First Edition

*This document has been approved by The Real Estate Institute of Queensland Limited and the Queensland Law Society Incorporated as being suitable for the sale and purchase of commercial real estate in Queensland.*

**The Seller and Buyer agree to sell and buy the Property under this contract.**

## REFERENCE SCHEDULE

**Contract Date:** *If no date is inserted, the Contract Date is the date on which the last party signs the Contract*

### PARTIES

#### SELLER

NAME: \_\_\_\_\_ ABN: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

NAME: \_\_\_\_\_ ABN: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

#### SELLER'S AGENT

NAME: \_\_\_\_\_

ABN: \_\_\_\_\_ LICENCE NO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

#### SELLER'S SOLICITOR

■ *or any other solicitor notified to the Buyer*

NAME: \_\_\_\_\_

REF: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

#### BUYER

NAME: \_\_\_\_\_ ABN: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

NAME: \_\_\_\_\_ ABN: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

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

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**BUYER'S AGENT** (if applicable)

NAME: \_\_\_\_\_

ABN: \_\_\_\_\_

LICENCE NO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_

STATE: \_\_\_\_\_

POSTCODE: \_\_\_\_\_

PHONE: \_\_\_\_\_

MOBILE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**BUYER'S SOLICITOR**

■ or any other solicitor notified to the Seller

NAME: \_\_\_\_\_

REF: \_\_\_\_\_

CONTACT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_

STATE: \_\_\_\_\_

POSTCODE: \_\_\_\_\_

PHONE: \_\_\_\_\_

MOBILE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**PROPERTY****LOT:**

ADDRESS: Proposed Lot 72, 69 Willow Road (Refer to Annexure A – Subdivision Plan)

SUBURB: Redbank Plains

STATE: QLD

POSTCODE: 4301

**DESCRIPTION:****LOT:** 72**PLAN:** DP35045**AREA:** 1,600m\* ■ more or less**TITLE****SOLD AS:**  Freehold  Leasehold**REFERENCE:** \_\_\_\_\_

■ if neither is selected, the Lot is treated as being Freehold.

 Built On  Vacant**Present Use:** \_\_\_\_\_**Local Government:** Ipswich City Council**Excluded Fixtures:** \_\_\_\_\_**Included Chattels:** \_\_\_\_\_

■ attach annexure for additional space

**PRICE****Cyber Warning**

Cyber criminals are targeting real estate transactions by sending fraudulent electronic communications (emails) impersonating lawyers and real estate agents. **BEFORE** you pay any funds to another person or company using information that has been emailed to you or contained in this Contract, you should contact the intended recipient by telephone to verify and confirm the account details that have been provided to you.

**PURCHASE PRICE:** \$ \_\_\_\_\_**DEPOSIT:**

Initial Deposit \$ \_\_\_\_\_

payable on the day the Buyer signs this Contract unless another time is specified below:

Balance Deposit (if any) \_\_\_\_\_

payable on: \_\_\_\_\_

<b>Deposit Holder:</b>	_____
<b>Deposit Holder's Trust Account:</b>	_____
<b>Bank:</b>	_____
<b>BSB:</b>	<b>Account No:</b> _____

**DEFAULT INTEREST RATE:** \_\_\_\_\_ %

■ If no figure is inserted, the Contract Rate applying at the Contract Date published by the Queensland Law Society Inc will apply.

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**NOTE:** failure to pay the deposit on the date(s) specified may result in termination of the contract and forfeiture of the deposit to the Seller.

## SETTLEMENT

**SETTLEMENT DATE:** See Special Condition 11

- or any later date for settlement in accordance with clause 6.2, 6.3 or 12.6(1) or a special condition of this contract or under s79, s80 or s81 of the Property Law Act 2023.

**WARNING:** The Settlement Date as stated may change. If you require settlement on a particular date, seek legal advice prior to signing.

## GST

Completing the GST items may have significant consequences for the Seller and Buyer. The Seller and Buyer should seek professional advice about completion of the GST item and should not rely on the Agent to complete.

Select one: [If not completed, clause 11.2 No GST is payable or Purchase Price includes GST applies]

- No GST is payable or Purchase Price includes GST (if any) [clause 11.2 applies]
- Buyer must pay GST in addition to the Purchase Price [clause 11.3 applies]
- Margin Scheme [clause 11.4 applies]
- Going concern [clause 11.5 applies]
- Farm Land [clause 11.6 applies]

## GST WITHHOLDING OBLIGATIONS

**Is the Buyer registered for GST and acquiring the Property for a creditable purpose?**

- No
- Yes

■ **WARNING:** the Buyer warrants in clause 3.3(5) that this information is true and correct.

[Note: An example of an acquisition for a creditable purpose would be the purchase of the Property by a building contractor, who is registered for GST, for the purposes of building a house on the Lot and selling it in the ordinary course of its business.]

**The Seller gives notice to the Buyer in accordance with section 14-255(1)(a) of the Withholding Law that:**

(select whichever is applicable)

- the Buyer is not required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property
- the Buyer is required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property. Under section 14-255(1) of the Withholding Law, the Seller is required to give further details prior to settlement.

■ **WARNING:** All sellers of residential premises or potential residential land are required to complete this notice. Section 14-250 of the Withholding Law applies to the sale of 'new residential premises' or 'potential residential land' (subject to some exceptions) and requires an amount to be withheld from the Purchase Price and paid to the ATO. The Seller should seek legal advice if unsure about completing this section.

## LAND TAX

**NOTE:** This item must be completed if the Seller is not otherwise exempt from paying land tax in connection with the Property.

[select one]

- No adjustment is to be made for land tax
- Land tax is to be adjusted on a single holding basis
- Land tax is to be adjusted on the Seller's actual land tax liability

[If not completed, no adjustment is to be made for land tax]

## CONDITIONS

### FINANCE

**Finance Amount:**

\$

**Financier:**

**Finance Date:**

### BUILDING AND/OR PEST INSPECTION DATE

**Inspection Date:**

■ If "Inspection Date" is not completed, the contract is not subject to an inspection report and clause 4.2 does not apply.

■ Unless all of "Finance Amount", "Financier" and "Finance Date" are completed, this contract is not subject to finance and clause 4.1 does not apply.

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## MATTERS AFFECTING PROPERTY

### TITLE ENCUMBRANCES:

The Encumbrances listed below **will remain after** settlement under clause 7.2:

- Seller Disclosure Statement was given to the Buyer**
- the **registered interests and encumbrances** listed on the title search included in the Seller Disclosure Statement other than any mortgage, caveat or charge; and
  - the **Unregistered Encumbrances** (note this includes statutory encumbrances affecting the land) disclosed in the Seller Disclosure Statement, unless this contract requires them to be discharged at or before settlement (for example clause 3.5).

- Seller Disclosure Statement was NOT given to the Buyer**

List all Encumbrances that **will remain after** settlement under clause 7.2:

(You need to include specific description of all registered interests, unregistered interests and statutory encumbrances (see definition of Encumbrances)).

- APA have assets located on or adjacent to the Property (medium and high pressure gas lines) as shown generally on the plan attached in Annexure C;
- Ipswich City Council have assets located adjacent to the Property (Main, Kerb inlet pit, Manhole, Roof water pit) as shown generally on the plan attached in Annexure C;
- Energex have assets located adjacent to the Property (poles and cabling) as shown generally on the plan attached in Annexure C;
- Opticomm have assets (pits and pipe) located on and adjacent to the Property as generally shown on the plan attached in Annexure C;
- NBN have assets (communications) located on and adjacent to the Property (power pits and cabling) as generally shown on the plan attached in Annexure C;
- There are sewerage and water infrastructure owned by Queensland Urban Utilities (**QUU**) that are located on or adjacent to the Property as generally shown on the plan in Annexure C;
- Torus Networks have assets located on (and adjacent to) the Property (fibre optic cables/ conduit and Pits) as shown generally on the plan attached in Annexure C; and
- The above entities may have a right at law to access the Property to inspect, maintain, repair or replace their respective infrastructure located on or adjacent to the Property.

### LEASES AND SERVICE AGREEMENTS:

Is the Property sold subject to Leases or Service Agreements?

- No  
 Yes, details are contained in the attached Leases and Service Agreements Schedules

### TREE ORDERS AND APPLICATIONS:

#### Neighbourhood Disputes (Dividing Fences And Trees) Act 2011, section 83:

Is the Lot affected by an application to, or an order made by, the Queensland Civil and Administrative Tribunal (QCAT) in relation to a tree on the Lot?

- No  
 Yes

If yes, a copy of the application or order is given with this contract.

■ **WARNING:** Failure to comply with s83 Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 by giving a copy of an order or application to the Buyer (where applicable) prior to Buyer signing the contract will entitle the Buyer to terminate the contract prior to Settlement.

### LOTS IN A COMMUNITY TITLES SCHEME

#### STATUTORY WARRANTIES AND CONTRACTUAL RIGHTS

If the Lot is a lot in a community titles scheme, the Seller gives notice to the Buyer of the following matters:

#### (COMPLETE IF APPLICABLE)

■ **WARNING TO SELLER:** The Body Corporate and Community Management Act 1997 and the Contract include warranties by the Seller about the Body Corporate and the Scheme land. Breach of a warranty may result in a damages claim or termination by the Buyer. Sellers should consider whether to carry out an inspection of the

- (a) Latent or Patent Defects in Common Property or Body Corporate Assets (s 223(2)(a)(b))\*
- (b) Actual or Contingent or Expected Liabilities of Body Corporate (s 223(2)(c)(d))\*
- (c) Circumstances in Relation to Affairs of Body Corporate (s 223(3))\*
- (d) Proposal to Record a New Community Management Statement (clause 13.9(1)(a))
- (e) Unapproved improvements on common property benefitting the Lot (clause 13.9(1)(b))\*
- (f) Outstanding by-law contravention notices (clause 13.9(1)(c))\*
- (g) Proposed Body Corporate resolutions (clause 13.10)\*

\*Include in attachment if insufficient space

**INSPECTION OF BODY CORPORATE RECORDS**

**Records Inspection Date:** \_\_\_\_\_

- If "Records Inspection Date" is not completed, the contract is not subject to a satisfactory inspection of records and clause 13.3 does not apply.

**LOTS IN A BUILDING UNIT AND GROUP TITLE PARCEL**

**(COMPLETE IF APPLICABLE)**

**WARRANTIES AND CONTRACTUAL RIGHTS**

If the Lot is a lot in a Parcel to which the *Building Units and Group Titles Act 1980* applies, the Seller gives notice to the Buyer of the following matters:

■ **WARNING TO SELLER:** *The Contract includes warranties by the Seller about the Body Corporate and the Parcel. Breach of a warranty may result in a damages claim or termination by the Buyer. Sellers should consider whether to carry out an inspection of the Body Corporate records to complete this section.*

- (a) Proposal to add to, alter or repeal by-laws (clause 14.9(1)(a))
- (b) Unapproved improvements on common property benefitting the Lot (clause 14.9(1)(b))\*
- (c) Outstanding by-law contravention notices (clause 14.9(1)(c))\*
- (d) Proposed Body Corporate resolutions (clause 14.10)\*

\*Include in attachment if insufficient space

**INSPECTION OF BODY CORPORATE RECORDS**

**Records Inspection Date:** \_\_\_\_\_

- If "Records Inspection Date" is not completed, the contract is not subject to a satisfactory inspection of records and clause 14.3 does not apply.

The REIQ Terms of Contract for the Sale and Purchase of Commercial Real Estate (Pages 7-19) (First Edition) contain the Terms of this Contract.

**SPECIAL CONDITIONS**

See Annexure A, Annexure B and Annexure C

**SIGNATURES**

**Buyer 1:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Name:** \_\_\_\_\_ **Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_ **Title:** \_\_\_\_\_

*By placing my signature above, I warrant that I am the Buyer named in the Reference Schedule or authorised by the Buyer to sign.*

In the presence of: \_\_\_\_\_

**Witness:** \_\_\_\_\_ **Witness Name**

**(Note:** No witness is required if the Buyer signs using an Electronic Signature)

**Buyer 2:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Name:** \_\_\_\_\_ **Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_ **Title:** \_\_\_\_\_

*By placing my signature above, I warrant that I am the Buyer named in the Reference Schedule or authorised by the Buyer to sign.*

In the presence of: \_\_\_\_\_

**Witness:** \_\_\_\_\_ **Witness Name**

**(Note:** No witness is required if the Buyer signs using an Electronic Signature)

**Seller 1:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Name:** \_\_\_\_\_ **Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_ **Title:** \_\_\_\_\_

*By placing my signature above, I warrant that I am the Seller named in the Reference Schedule or authorised by the Seller to sign.*

In the presence of: \_\_\_\_\_

**Witness:** \_\_\_\_\_ **Witness Name**

**(Note:** No witness is required if the Seller signs using an Electronic Signature)

**Seller 2:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Name:** \_\_\_\_\_ **Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_ **Title:** \_\_\_\_\_

*By placing my signature above, I warrant that I am the Seller named in the Reference Schedule or authorised by the Seller to sign.*

In the presence of: \_\_\_\_\_

**Witness:** \_\_\_\_\_ **Witness Name**

**(Note:** No witness is required if the Seller signs using an Electronic Signature)

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

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

# TERMS OF CONTRACT

## FOR THE SALE AND PURCHASE OF COMMERCIAL REAL ESTATE

### 1. DEFINITIONS

- 1.1 In this contract, terms in **bold** in the Reference Schedule have the meanings shown under or opposite them and unless the context otherwise requires:
- (a) **"ATO"** means the Australian Taxation Office;
  - (b) **"ATO Clearance Certificate"** means a certificate issued under s14-220(1) of the Withholding Law which is current on the date it is given to the Buyer;
  - (c) **"Balance Purchase Price"** means the Purchase Price, less the Deposit paid by the Buyer;
  - (d) **"Bank"** means an authorised deposit-taking institution within the meaning of the *Banking Act 1959 (Cth)*;
  - (e) **"Bank Cheque"**:
    - (i) includes a cheque drawn by a building society or credit union on itself; and
    - (ii) does not include a cheque drawn by a building society or credit union on a Bank;
  - (f) **"Bank Guarantee"** means each bank guarantee or deposit bond held by or on behalf of the Seller which has been provided on behalf of a Tenant to secure that Tenant's obligations under its Lease;
  - (g) **"Building Inspector"** means a person licensed to carry out completed commercial building inspections under the *Queensland Building and Construction Commission Regulation 2018*;
  - (h) **"Business Day"** means a day other than:
    - (i) a Saturday or Sunday;
    - (ii) a public holiday or special holiday in the Place for Settlement; and
    - (iii) a day in the period 27 to 31 December (inclusive);
  - (i) **"CGT Withholding Amount"** means the amount determined under section 14-200(3)(a) of the Withholding Law or, if a copy is provided to the Buyer prior to settlement, a lesser amount specified in a variation notice under section 14-235;
  - (j) **"Contract Date"** or **"Date of Contract"** means:
    - (i) the date inserted in the Reference Schedule as the Contract Date; or
    - (ii) if no date is inserted, the date on which the last party signs this contract;
  - (k) **"Contractor"** means any party performing services under a Service Agreement;
  - (l) **"Court"** includes any tribunal established under statute;
  - (m) **"Digitally Sign"** and **"Digital Signature"** have the meaning in the ECNL;
  - (n) **"ECNL"** means the Electronic Conveyancing National Law (Queensland);
  - (o) **"Electronic Conveyancing Documents"** has the meaning in the *Land Title Act 1994*;
  - (p) **"Electronic Lodgement"** means lodgement of a document in the Land Registry in accordance with the ECNL;
  - (q) **"Electronic Settlement"** means settlement facilitated by an ELNO System;
  - (r) **"Electronic Signature"** means an electronic method of signing that identifies the person and indicates their intention to sign the contract;
  - (s) **"Electronic Workspace"** means a shared electronic workspace within the ELNO System nominated by the Seller that allows the Buyer and Seller to effect Electronic Lodgement and Financial Settlement;
  - (t) **"ELNO"** has the meaning in the ECNL;
  - (u) **"ELNO System"** means a system provided by an ELNO capable of facilitating Financial Settlement and Electronic Lodgement in Queensland;
  - (v) **"Encumbrances"** includes:
    - (i) registered encumbrances;
    - (ii) Unregistered Encumbrances; and
    - (iii) Security Interests;
  - (w) **"Enforcement Notice"** means any valid notice or order by any competent authority or Court requiring work to be done or money spent in relation to the Property;
  - (x) **"Essential Term"** includes, in the case of breach by:
    - (i) the Buyer: clauses 2.1, 3.1, 3.2, 3.3, 5.1 and 6.1; and
    - (ii) the Seller: clauses 3.2, 3.3, 5.5(1) and 6.1; but nothing in this definition precludes a Court from finding other terms to be essential;
  - (y) **"Extension Notice"** means a notice under clause 6.2(1);
  - (z) **"Financial Institution"** means a Bank, building society or credit union;
  - (aa) **"Financial Settlement"** means the exchange of value between Financial Institutions facilitated by an ELNO System in accordance with the Financial Settlement Schedule;
  - (bb) **"Financial Settlement Schedule"** means the electronic settlement schedule within the Electronic Workspace listing the source accounts and destination accounts;
  - (cc) **"GST"** means the goods and services tax under the GST Act;
  - (dd) **"GST Act"** means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and includes other GST related legislation;
  - (ee) **"GST Withholding Amount"** means the amount (if any) determined under section 14-250 of the Withholding Law required to be paid to the Commissioner of Taxation.
  - (ff) **"Improvements"** means all fixed structures on the Lot (such as fixed plant and equipment, carpets, curtains, blinds and their fittings and in-ground plants) and includes all items fixed to them but does not include the Reserved Items or any fixtures and fittings which a Tenant is entitled to remove;
  - (gg) **"Keys"** means keys, codes or devices in the Seller's possession or control for all locks or security systems on the Property or necessary to access the Property;
  - (hh) **"Leases"** means the leases, licences or other rights of occupancy of the Lot:
    - (i) referred to in the Lease Schedule (if applicable); or
    - (ii) granted by the Seller with the Buyer's consent under clause 10.5;
  - (ii) **"Lease Documents"** means all agreements, deeds of covenant and other documents (including Lease Guarantees) relating to the Leases;
  - (jj) **"Lease Guarantees"** means each guarantee or indemnity given in relation to a Lease including a Security Deposit, Bank Guarantee or personal or corporate guarantee;
  - (kk) **"Outgoings"** means:
    - (i) rates or charges on the Lot by any competent authority (for example, council rates, water rates, fire service levies) but excludes land tax if the Reference Schedule provides that *No adjustment is to be made for land tax*; and
    - (ii) all other outgoings with respect to the Property (but excluding insurance premiums);

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[Note: the definition of Outgoings is modified by clauses 13.2(2)(a) and 14.2(2)(a) where applicable]

- (ll) **"Pest Inspector"** means a person licensed to undertake termite inspections on completed buildings under the *Queensland Building and Construction Commission Regulation 2018*;
- (mm) **"Place for Settlement"** means:
- (i) where the Seller is represented by a solicitor who has an office in Queensland, the city or town in Queensland in which the office of the Seller's Solicitor is located;
- (ii) otherwise, within the Brisbane Central Business District;
- (nn) **"PPSR"** means the Personal Property Securities Register established under *Personal Property Securities Act 2009 (Cth)*;
- (oo) **"Property"** means:
- (i) the Lot;
- (ii) the Improvements; and
- (iii) the Included Chattels;
- [Note: the definition of Property is modified by clause 13.2(2)(b) or 14.2(2)(b) where applicable]
- (pp) **"Proposed Dealing"** has the meaning in clause 10.5(1);
- (qq) **"Rent"** means any periodic amount, including Outgoings, payable under the Leases;
- (rr) **"Reserved Items"** means the Excluded Fixtures and all chattels on the Lot other than the Included Chattels and Tenant's fixtures and fittings;
- (ss) **"Security Deposits"** means cash amounts held by or on behalf of the Seller to secure a Tenant's obligations under a Lease;
- (tt) **"Security Interests"** means all security interests registered on the PPSR over Included Chattels and Improvements;
- (uu) **"Seller Disclosure Statement"** means the disclosure statement and prescribed certificates given by the Seller to the Buyer under section 99(1) of the *Property Law Act 2023* (if applicable) before the Buyer signed this contract;
- (vv) **"Service Agreement"** means any agreement between the Seller and another party in connection with services performed for the benefit of the Property and set out in the Service Agreement Schedule (if applicable);
- (ww) **"Services"** means infrastructure for the provision of services including water, gas, electricity, telecommunications, sewerage or drainage;
- (xx) **"Site Value"** means:
- (i) in the case of non-rural land, the site value under the *Land Valuation Act 2010*; or
- (ii) in the case of rural land, the unimproved value under the *Land Valuation Act 2010*;
- (yy) **"Tenant"** means a tenant under a Lease;
- (zz) **"Transfer Documents"** means:
- (i) the form of transfer under the *Land Title Act 1994* required to transfer title in the Lot to the Buyer; and
- (ii) any other document to be signed by the Seller necessary for stamping or registering the transfer;
- (aaa) **"Transport Infrastructure"** has the meaning defined in the *Transport Infrastructure Act 1994*;
- (bbb) **"Unregistered Encumbrance"** has the meaning in the *Property Law Regulation 2024*; and
- (ccc) **"Withholding Law"** means Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

## 2. DEPOSIT

### 2.1 Payment of Deposit

- (1) The Buyer must pay the Deposit to the Deposit Holder at the times shown in the Reference Schedule. The Deposit Holder will hold the Deposit until a party becomes entitled to it.
- (2) The Buyer will be in default if it:
- (a) does not pay the Deposit when required;

- (b) pays the Deposit by a post-dated cheque; or
- (c) pays the Deposit by cheque which is dishonoured on presentation.
- (3) Subject to clause 2.1(4), if the Buyer:
- (a) effects an electronic transaction to pay all or part of the Deposit to the account of Deposit Holder on a day;
- (b) provides written evidence to the Deposit Holder that the electronic transaction has occurred; and
- (c) does not take any action to defer the payment to the Deposit Holder to a later day,
- the payment is taken to be received by the Deposit Holder on the day the Buyer effects the electronic transaction even if, because of circumstances beyond the Buyer's control, the payment to the Deposit Holder's account happens on a later day.
- (4) If the Buyer has complied with clause 2.1(3) but the Deposit Holder has not received the payment by the due date:
- (a) the Seller may give the Buyer notice that the payment has not been received by the Deposit Holder; and
- (b) if the payment has not been paid into the account of the Deposit Holder by 5pm on the date 2 Business Days after the Seller's notice under clause 2.1(4)(a) is given to the Buyer then clause 2.1(3) will not apply and the Buyer will be in default.
- (5) The Seller may recover from the Buyer as a liquidated debt any part of the Deposit which is not paid when required.

### 2.2 Investment of Deposit

If:

- (1) the Deposit Holder is instructed by either the Seller or the Buyer; and
- (2) it is lawful to do so;
- the Deposit Holder must:
- (3) invest as much of the Deposit as has been paid with any Financial Institution in an interest-bearing account in the names of the parties;
- (4) provide the parties' tax file numbers to the Financial Institution (if they have been supplied); and
- (5) provide the parties with an account statement in respect of the account in which the Deposit is held:
- (a) at 30 June of each year; and
- (b) when the Deposit Holder pays the Deposit to the party entitled to it.

### 2.3 Entitlement to Deposit and Interest

- (1) The party entitled to receive the Deposit is:
- (a) if this contract settles, the Seller;
- (b) if this contract is terminated without default by the Buyer, the Buyer; and
- (c) if this contract is terminated owing to the Buyer's default, the Seller.
- (2) The interest on the Deposit must be paid to the person who is entitled to the Deposit.
- (3) The person who is entitled to the Deposit is presently entitled to the interest on the Deposit. Until settlement or termination of this contract, the Seller is presently entitled to the interest on the Deposit.
- (4) If this contract is terminated, and the Buyer is entitled to the Deposit:
- (a) the Buyer must reimburse the Seller for any tax paid by the Seller as a result of an earlier present entitlement to interest on the Deposit; and
- (b) the Buyer has no further claim once it receives the Deposit and any interest on the Deposit, unless the termination is due to the Seller's default or breach of warranty.
- (5) The Deposit is invested at the risk of the party who is ultimately entitled to it.

## 3. PURCHASE PRICE

### 3.1 Payment of Balance Purchase Price

On the Settlement Date, the Buyer must pay the Balance Purchase Price:

- (a) for an Electronic Settlement, by electronic funds transfer as directed by the Seller's Solicitor and/or the Seller's mortgagee in the Financial Settlement Schedule; or

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

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- (b) otherwise, by Bank Cheque as the Seller or the Seller's Solicitor directs.

### 3.2 Foreign Residents Capital Gains Tax Withholding

- (1) Clause 3.2 applies if both the following apply:
  - (a) the sale is not an excluded transaction under s14-215 of the Withholding Law; and
  - (b) the Seller has not given the Buyer on or before settlement for each person comprising the Seller either:
    - (i) an ATO Clearance Certificate; or
    - (ii) a variation notice under s14-235 of the Withholding Law, which remains current at the Settlement Date, varying the CGT Withholding Amount to nil.
- (2) The Buyer must lodge a Foreign Resident Capital Gains Withholding Purchaser Notification Form with the ATO for each person comprising the Buyer and give copies to the Seller with the payment reference numbers (PRN) on or before settlement.
- (3) If settlement is to be effected by Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the CGT Withholding Amount to the account nominated by the Commissioner of Taxation.
- (4) If settlement is not an Electronic Settlement:
  - (a) for clause 3.1(b), the Seller irrevocably directs the Buyer to draw a Bank Cheque for the CGT Withholding Amount in favour of the Commissioner of Taxation or, if the Buyer's Solicitor requests, the Buyer's Solicitor's Trust Account;
  - (b) the Seller must return the Bank Cheque in paragraph (a) to the Buyer's Solicitor (or if there is no Buyer's Solicitor, the Buyer) at settlement; and
  - (c) the Buyer must pay the CGT Withholding Amount to the ATO in accordance with section 14-200 of the Withholding Law and give the Seller evidence that it has done so within 2 Business Days of settlement occurring.
- (5) For clause 3.2(1) and section 14-215 of the Withholding Law, the market value of the CGT asset is taken to be the Purchase Price less any GST included in the Purchase Price for which the Buyer is entitled to an input tax credit unless:
  - (a) the Property includes items in addition to the Lot and Improvements; and
  - (b) no later than 2 Business Days before the Settlement Date, the Seller gives the Buyer a valuation of the Lot and Improvements prepared by a registered valuer,
 in which case the market value of the Lot and Improvements will be as stated in the valuation.

### 3.3 GST Withholding

- (1) If the Buyer is required to pay the GST Withholding Amount to the Commissioner of Taxation at settlement pursuant to section 14-250 of the Withholding Law:
  - (a) the Seller must give the Buyer a notice in accordance with section 14-255(1) of the Withholding Law;
  - (b) prior to settlement the Buyer must lodge with the ATO:
    - (i) a *GST Property Settlement Withholding Notification* form ("Form 1"); and
    - (ii) a *GST Property Settlement Date Confirmation* form ("Form 2");
  - (c) on or before settlement, the Buyer must give the Seller copies of:
    - (i) the Form 1;
    - (ii) confirmation from the ATO that the Form 1 has been lodged specifying the Buyer's lodgement reference number and payment reference number;
    - (iii) confirmation from the ATO that the Form 2 has been lodged; and
    - (iv) a completed ATO payment slip for the Withholding Amount;
- (2) The Buyer is taken to have complied with clause 3.3(1)(b) and 3.3(1)(c) if the Form 1 is lodged through the Electronic Workspace and the Form 2 is shown as pending settlement (however described).

- (3) If settlement is to be effected by Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the GST Withholding Amount to the account nominated by the Commissioner of Taxation.
- (4) If settlement is not an Electronic Settlement:
  - (a) the Seller irrevocably directs the Buyer to draw a Bank Cheque for the GST Withholding Amount in favour of the Commissioner of Taxation and deliver it to the Seller at settlement; and
  - (b) the Seller must pay the GST Withholding Amount to the ATO in compliance with section 14-250 of the Withholding Law promptly after settlement.
- (5) The Buyer warrants that the statements made by the Buyer in the Reference Schedule under GST Withholding Obligations are true and correct.

### 3.4 Adjustments

- (1) Rent and Outgoings must be apportioned between the parties in accordance with clauses 3.4, 3.5 and 3.6 and any adjustments paid and received on settlement so that:
  - (a) the Seller is liable for Outgoings and is entitled to Rent up to and including the Settlement Date; and
  - (b) the Buyer is liable for Outgoings and is entitled to Rent after the Settlement Date.
- (2) Upon written request by the Buyer, the Seller will, before settlement, give the Buyer a written statement, supported by reasonable evidence, of:
  - (a) all Outgoings and all Rent for the Property to the extent they are not capable of discovery by search or enquiry at any office of public record or pursuant to the provisions of any statute; and
  - (b) any other information which the Buyer may reasonably require for the purpose of calculating or apportioning any Outgoings or Rent under this clause 3.4.

If the Seller becomes aware of a change to the information provided the Seller will as soon as practicable provide the updated information to the Buyer.

### 3.5 Outgoings

- (1) Subject to clauses 3.5(2), 3.5(4), 3.5(5) and 3.5(6), Outgoings for periods including the Settlement Date must be adjusted:
  - (a) for those paid, on the amount paid;
  - (b) for those assessed but unpaid, on the amount payable (excluding any discount); and
  - (c) for those not assessed:
    - (i) on the amount the relevant authority advises will be assessed (excluding any discount); or
    - (ii) if no advice on the assessment to be made is available, on the amount of the latest separate assessment (excluding any discount).
- (2) If there is no separate assessment of rates for the Lot at the Settlement Date and the Local Government informs the Buyer that it will not apportion rates between the Buyer and the Seller, then:
  - (a) the amount of rates to be adjusted is that proportion of the assessment equal to the ratio of the area of the Lot to the area of the parcel in the assessment; and
  - (b) if an assessment of rates includes charges imposed on a "per lot" basis, then the portion of those charges to be adjusted is the amount assessed divided by the number of lots in that assessment.
- (3) The Seller is liable for land tax assessed on the Lot for the financial year current at the Settlement Date. If land tax is unpaid at the Settlement Date and the Queensland Revenue Office advises that it will issue a final clearance for the Lot on payment of a specified amount, then:
  - (a) if settlement is to be effected by Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the specified amount to the account nominated by the Commissioner of State Revenue;
  - (b) otherwise, the Seller irrevocably directs the Buyer to draw a Bank Cheque for the specified amount from the Balance Purchase Price at settlement and the Buyer must pay it promptly to the Queensland Revenue Office.
- (4) If the Reference Schedule states that:

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- (a) *Land tax is to be adjusted on a single holding basis*, land tax must be adjusted on the assessment that the Queensland Revenue Office would issue to the Seller for the land tax year current at the Settlement Date if the Lot was the Seller's only land; or
- (b) *Land tax is to be adjusted on the Seller's actual land tax liability*, land tax must be adjusted on the actual assessment that the Queensland Revenue Office has issued or will issue to the Seller for the land tax year current at the Settlement Date.
- (5) For clause 3.5(4), if there is no separate Site Value for the Lot, the land tax for the Lot shall be calculated on a notional Site Value equal to:

$$SV \times \frac{LA}{PA}$$

where:

SV means the Site Value of the land which includes the Lot and has a separate Site Value (the "Parent Lot")  
 LA means the area of the Lot  
 PA means the area of the Parent Lot

*[Note: this clause is modified by clauses 13.4 and 14.4 where applicable]*

- (6) Any Outgoings assessable on the amount of water used must be adjusted on the charges that would be assessed on the total water usage for the assessment period, determined by assuming that the actual rate of usage shown by the meter reading made before settlement continues throughout the assessment period. The Buyer must obtain and pay for the meter reading.
- (7) If any Outgoings are assessed but unpaid at the Settlement Date, then:
- (a) if settlement is to be effected by Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the amount payable to the relevant authority;
- (b) otherwise, the Seller irrevocably directs the Buyer to draw a Bank Cheque for the amount payable from the Balance Purchase Price at settlement and pay it promptly to the relevant authority.

If an amount is deducted under this clause, the relevant Outgoing will be treated as paid at the Settlement Date for the purposes of clause 3.5(1).

### 3.6 Rent

- (1) Rent for any rental period ending on or before the Settlement Date belongs to the Seller and is not adjusted at settlement.
- (2) Unpaid Rent for the rental period including both the Settlement Date and the following day ("Current Period") is not adjusted until it is paid.
- (3) Rent already paid for the Current Period or beyond must be adjusted at settlement.
- (4) If Rent payments are reassessed after the Settlement Date for periods including the Settlement Date, any additional Rent payment from a Tenant or refund due to a Tenant must be apportioned under clauses 3.6(1), 3.6(2) and 3.6(3).
- (5) Payments under clause 3.6(4) must be made within 14 days after notification by one party to the other but only after any additional payment from a Tenant has been received.

### 3.7 Cost of Bank Cheques

If settlement is not an Electronic Settlement:

- (a) the cost of Bank Cheques payable at settlement:
- (i) to the Seller or its mortgagee are the responsibility of the Buyer; and
- (ii) to parties other than the Seller or its mortgagee are the responsibility of the Seller and the Seller will reimburse this cost to the Buyer as an adjustment at settlement; and
- (b) the Seller is not entitled to require payment of the Balance Purchase Price by means other than Bank Cheque without the consent of the Buyer.

## 4. CONDITIONS

### 4.1 Finance

- (1) This contract is conditional on the Buyer obtaining approval of a loan for the Finance Amount from the Financier by the

Finance Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain approval.

- (2) The Buyer must give notice to the Seller that:
- (a) approval has not been obtained by the Finance Date and the Buyer terminates this contract; or
- (b) the finance condition has been either satisfied or waived by the Buyer.
- (3) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.1(2) by 5pm on the Finance Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- (4) The Seller's right under clause 4.1(3) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 4.1(2).

### 4.2 Building and Pest Inspection

- (1) This contract is conditional upon the Buyer obtaining a written building report from a Building Inspector and a written pest report from a Pest Inspector (which may be a single report) on the Property by the Inspection Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain the reports (subject to the right of the Buyer to elect to obtain only one of the reports).
- (2) The Buyer must give notice to the Seller that:
- (a) a satisfactory Inspector's report under clause 4.2(1) has not been obtained by the Inspection Date and the Buyer terminates this contract. The Buyer must act reasonably; or
- (b) clause 4.2(1) has been either satisfied or waived by the Buyer.
- (3) If the Buyer terminates this contract and the Seller asks the Buyer for a copy of the building and pest reports, the Buyer must give a copy of each report to the Seller without delay.
- (4) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.2(2) by 5pm on the Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- (5) The Seller's right under clause 4.2(4) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 4.2(2).

### 4.3 Consent to Transfer of State Lease

- (1) If the Lot sold is leasehold, this contract is conditional on the Seller obtaining any necessary consent to the transfer of the lease to the Buyer by the Settlement Date.
- (2) The Seller must apply for the consent required as soon as possible.
- (3) The Buyer must do everything reasonably required to help obtain this consent.

*[Note: If clause 13.3 or 14.3 applies, the contract is also conditional on the Buyer's satisfaction with the Body Corporate's records. If clause 10.1 applies, the contract is also conditional on the Buyer's satisfaction with Leases and Service Agreements]*

## 5. SETTLEMENT

### 5.1 Time and Date

Settlement must occur by 4pm AEST on the Settlement Date.

### 5.2 Electronic Settlement

- (1) Settlement must be effected by Electronic Settlement unless the form of transfer under the *Land Title Act 1994* required to transfer title in the Lot to the Buyer is not a required instrument to which section 5(1) of the *Land Title Regulation 2022* applies other than as a result of section 5(2)(a)(ii).
- (2) If settlement is to be effected by Electronic Settlement:
- (a) the Seller must nominate the ELNO System to be used for the Electronic Settlement. Despite clause 12.3(9), the Seller may nominate the ELNO System by sending or accepting an invitation to an Electronic Workspace in an ELNO System;
- (b) clause 5.2(2)(a) does not prevent the Buyer using an ELNO System which is interoperable with the ELNO System nominated by the Seller;
- (c) the parties must:
- (i) ensure that the Electronic Workspace is completed and all Electronic Conveyancing Documents and the Financial Settlement Schedule are Digitally Signed prior to settlement; and

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- (ii) do everything else required in the Electronic Workspace or otherwise to enable settlement to occur on the Settlement Date;
- (d) if the parties cannot agree on a time for settlement, the time to be nominated in the Electronic Workspace is 4pm AEST;
- (e) if any part of the Purchase Price is to be paid to discharge an Outgoing:
  - (i) the Buyer may, by notice in writing to the Seller, require that the amount is paid to the Buyer's Solicitor's trust account and the Buyer is responsible for paying the amount to the relevant authority;
  - (ii) for amounts to be paid to destination accounts other than the Buyer's Solicitor's trust account, the Seller must give the Buyer a copy of the current account for the Outgoing to enable the Buyer to verify the destination account details in the Financial Settlement Schedule;
- (f) if the Deposit is required to discharge any Encumbrance or pay an Outgoing at settlement:
  - (i) the Deposit Holder must, if directed by the Seller at least 2 Business Days before settlement, pay the Deposit (and any interest accrued on investment of the Deposit) less commission as clear funds to the Seller's Solicitor;
  - (ii) the Buyer and the Seller authorise the Deposit Holder to make the payment in clause 5.2(2)(f)(i);
  - (iii) the Seller's Solicitor will hold the money as Deposit Holder under the Contract;
  - (iv) the Seller and Buyer authorise the Seller's Solicitor to pay the money as directed by the Seller in accordance with the Financial Settlement Schedule;
- (g) each party must pay its own fees and charges of using the relevant ELNO System for Electronic Settlement;
- (h) a party is not in default to the extent it is prevented from complying with an obligation because the other party or the other party's Financial Institution has done or not done something in the Electronic Workspace (for example, failing to complete details necessary to enable the other party to complete or sign the Electronic Workspace);
- (i) any rights under the contract or at law to terminate the contract may not be exercised during the time the Electronic Workspace is locked for Electronic Settlement; and
- (j) Electronic Settlement is taken to occur when Financial Settlement is effected, whether or not Electronic Lodgement has occurred.

### 5.3 Place for Settlement

- (1) An Electronic Settlement will be deemed to take place in the Place for Settlement.
- (2) If the settlement is not an Electronic Settlement, subject to clause 5.3(3), settlement must be effected in the Place for Settlement at the office of a solicitor, Financial Institution or settlement agent nominated by the Seller.
- (3) If the Seller has not nominated an office under clause 5.3(2) or the parties have not otherwise agreed where settlement is to occur by 5pm on the date 2 Business Days before the Settlement Date, section 76(2)(b) of the *Property Law Act 2023* applies.

### 5.4 Transfer Documents

If the settlement is not an Electronic Settlement:

- (a) the Transfer Documents must be prepared by the Buyer and delivered to the Seller a reasonable time before the Settlement Date; and
- (b) if the Buyer pays the Seller's reasonable expenses, it may require the Seller to produce the Transfer Documents at the Queensland Revenue Office nearest the Place for Settlement for stamping before settlement.

### 5.5 Documents and Keys at Settlement

- (1) In exchange for payment of the Balance Purchase Price and the documents to be provided by the Buyer under clause 13.6 or 14.6 (if applicable), the Seller must deliver to the Buyer at settlement:
  - (a) unstamped Transfer Documents capable of immediate registration after stamping; and
  - (b) any instrument necessary to release any Encumbrance over the Property in compliance with the Seller's obligation in clause 7.2; and
  - (c) if requested by the Buyer not less than 2 Business Days before the Settlement Date, the Keys;
  - (d) if there are Leases or Service Agreements:
    - (i) the Seller's copy of all Lease Documents and Service Agreements;
    - (ii) a notice to each Tenant and Contractor advising of the sale and assignment of rights under this contract in the form required by law (if applicable); and
    - (iii) any notice required by law to transfer to the Buyer the Seller's interest in any Lease Guarantee assigned to the Buyer under this contract; and
  - (e) a copy of the certificate of occupancy appropriate to the use of the Property (if the Improvements may not be lawfully occupied unless the certificate has issued);
  - (f) all plans and drawings relating to the construction of the Improvements on the Lot in the possession or control of the Seller;
  - (g) all documents in the possession and control of the Seller which the Buyer would reasonably require to enable the Buyer to manage the Property and to prepare income tax returns; and
  - (h) if clause 11.8 applies, a Tax Invoice.
- (2) If the Keys are not required to be delivered at Settlement under clause 5.5(1)(c), the Seller must deliver the Keys to the Buyer on or before settlement. The Seller may discharge its obligation under this provision by authorising the Seller's Agent to release the Keys to the Buyer.
- (3) For an Electronic Settlement, the Seller will be taken to have complied with clause 5.5(1) if:
  - (a) in relation to documents which are suitable for Electronic Lodgement in the Land Registry at settlement, the documents are Digitally Signed within the Electronic Workspace; and
  - (b) in relation to any other document or thing, the Seller's Solicitor:
    - (i) confirms in writing prior to settlement that it holds all relevant documents which are not suitable for Electronic Lodgement and all Keys (if requested under clause 5.5(1)(c)) in escrow on the terms contained in the QLS E-Conveyancing Guidelines; and
    - (ii) gives a written undertaking to send the documents and Keys (if applicable) to the Buyer or Buyer's Solicitor no later than 2 Business Days after settlement; and
    - (iii) if requested by the Buyer, provides copies of documents in the Seller's Solicitor's possession.

### 5.6 Assignment of Covenants and Warranties

At settlement, the Seller assigns to the Buyer the benefit of all:

- (1) covenants by the Tenants under the Leases;
- (2) Lease Guarantees;
- (3) the Seller's rights under the Service Agreements;
- (4) manufacturers' warranties regarding the Included Chattels; and
- (5) builders' warranties on the Improvements, to the extent they are assignable. However, the right to recover arrears of Rent is not assigned to the Buyer and section 140 of the *Property Law Act 2023* does not apply.

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## 5.7 Lease Guarantees

- (1) On settlement, the Seller will:
  - (a) allow as a deduction from the Balance Purchase Price any Security Deposit received by the Seller from any Tenant and retained by the Seller;
  - (b) transfer control to the Buyer over any trust account or fund held on trust for Tenants as Security Deposits; and
  - (c) assign to the Buyer, Bank Guarantees held in respect of any Tenant. If any Bank Guarantee is not assignable, the Seller will enforce the Bank Guarantee at the written direction and expense of the Buyer for the Buyer's benefit.
- (2) The Buyer indemnifies the Seller in respect of claims by Tenants for the return of Bank Guarantees or Security Deposits which are dealt with under clause 5.7(1).

## 5.8 Possession of Property

On the Settlement Date, in exchange for the Balance Purchase Price, the Seller must give the Buyer vacant possession of the Lot and the Improvements except for the Leases.

## 5.9 Title to Included Chattels

Title to the Included Chattels passes at settlement.

## 5.10 Removal of Reserved Items

- (1) The Seller must remove the Reserved Items from the Property before settlement.
- (2) The Seller must repair at its expense any damage done to the Property in removing the Reserved Items. If the Seller fails to do so, the Buyer may repair that damage.
- (3) Any Reserved Items not removed before settlement will be considered abandoned and the Buyer may, without limiting its other rights, complete this contract and appropriate those Reserved Items or dispose of them in any way.
- (4) The Seller indemnifies the Buyer against any damages and expenses resulting from the Buyer's actions under clauses 5.10(2) or 5.10(3).

## 6. TIME

### 6.1 Time of the Essence

Time is of the essence of this contract, except regarding any agreement between the parties on a time of day for settlement before 4pm.

### 6.2 Extension of Settlement Date

- (1) Despite clause 6.1, either party may, at any time up to 4pm on the Settlement Date, extend the Settlement Date by giving a notice under this clause (an "Extension Notice") nominating a new date for settlement which must be no later than 5 Business Days after the Scheduled Settlement Date.
- (2) The Settlement Date will be the date specified in the Extension Notice and time is of the essence in respect of this date.
- (3) More than one Extension Notice may be given under clause 6.2(1) but the new date for settlement nominated in an Extension Notice may not be a date later than 5 Business Days after the Scheduled Settlement Date.
- (4) In this clause 6.2, "Scheduled Settlement Date" means the Settlement Date specified in the Reference Schedule as extended:
  - (a) under section 79, 80 or 81 of the *Property Law Act 2023*;
  - (b) under clause 6.3; or
  - (c) by agreement of the parties,but excluding any extension of the Settlement Date as a result of the operation of this clause 6.2.

### 6.3 Extension of Settlement Date – Late Unsigning

If:

- (a) the Settlement is an Electronic Settlement;
- (b) the unsigned of a party to the Electronic Workspace occurs between 3pm and 4pm on the Settlement Date due to a change made to the Electronic Workspace by another party to the Electronic Workspace;
- (c) any party to the Electronic Workspace has not re-signed the Workspace by 4pm; and
- (d) the Settlement Date has not previously been extended under this clause 6.3.

the Settlement Date will be automatically extended to the following Business Day, unless otherwise agreed by the Buyer and Seller and time is of the essence in respect of this date.

## 7. MATTERS AFFECTING THE PROPERTY

### 7.1 Title

The Lot is sold subject to:

- (a) any reservations or conditions on the title or the original Deed of Grant (if freehold); or
- (b) the Conditions of the State Lease (if leasehold).

### 7.2 Encumbrances

The Property is sold free of all Encumbrances other than the Title Encumbrances and Leases.

### 7.3 Requisitions

The Buyer may not deliver any requisitions or enquiries on title.

### 7.4 Seller's Warranties

- (1) Subject to clause 7.8, the Seller warrants that, at the Contract Date:
  - (a) there is no outstanding enforcement notice under section 248 of the *Building Act 1975* or section 168 of the *Planning Act 2016* that affects the Property;
  - (b) there is no outstanding show cause notice under section 246AG(1) or 247 of the *Building Act 1975* or section 167 of the *Planning Act 2016* that affects the Property;
  - (c) the Seller has not received any other communication from a competent authority that may lead to the issue of a notice referred to in clause 7.4(1)(a) or 7.4(1)(b) or an Enforcement Notice;
  - (d) there are no current or threatened claims or proceedings which may lead to a Court order or writ of execution affecting the Property;
  - (e) there is no outstanding obligation on the Seller to give notice to the administering authority under the *Environmental Protection Act 1994* of a notifiable activity being conducted on the Lot; and
  - (f) the Seller is not aware of any facts or circumstances that may lead to the Lot being classified as contaminated land within the meaning of the *Environmental Protection Act 1994*.
- (2) Subject to clause 7.8, the Seller warrants that, at settlement:
  - (a) if the Lot is freehold: it will be the registered owner of an estate in fee simple in the Lot and will own the rest of the Property;
  - (b) if the Lot is leasehold: it will be the registered lessee, the lease is not liable to forfeiture because of default under the lease, and it will own the rest of the Property;
  - (c) it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and
  - (d) there will be no unsatisfied Court order or writ of execution affecting the Property.
- (3) Subject to clause 7.8, if the Seller breaches a warranty in clause 7.4(1) or 7.4(2), without limiting any other remedy, the Buyer may terminate this contract by notice to the Seller given before settlement.
- (4) The Seller does not warrant that the Present Use is lawful.

### 7.5 Survey and Mistake

- (1) The Buyer may survey the Lot.
- (2) If:
  - (a) there is an error in the boundaries or area of the Lot;
  - (b) there is an encroachment by structures onto or from the Lot;
  - (c) there are Services that pass through the Lot which do not service the Lot and are not protected by any Encumbrance to which this sale is subject; or
  - (d) there is a mistake or omission in this contract in describing the Property or the Seller's title to it,which is material, the Buyer may terminate this contract by notice to the Seller given before settlement.
- (3) If a matter referred to in clause 7.5(2) is:
  - (a) immaterial; or
  - (b) material, but the Buyer elects to complete this contract, the Buyer's only remedy against the Seller is for compensation, but only if claimed by the Buyer in writing on or before settlement.

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- (4) The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.5(3).

#### 7.6 Requirements of Authorities

- (1) Any Enforcement Notice issued before the Contract Date must be fully complied with by the Seller before the Settlement Date unless details of the Enforcement Notice were disclosed to the Buyer in accordance with clause 7.8.
- (2) If the Seller fails to comply with clause 7.6(1), the Buyer is entitled to claim the reasonable cost of complying with the Enforcement Notice from the Seller after settlement as a debt.
- (3) The Buyer must comply with any Enforcement Notice:
- issued on or after the Contract Date; or
  - issued before the Contract Date if details of the Enforcement Notice were disclosed to the Buyer in accordance with clause 7.8.
- (4) However, if any Enforcement Notice referred to in clause 7.6(3) is required to be complied with before the Settlement Date:
- the Seller must comply with the Enforcement Notice; and
  - at settlement, the Buyer must pay the reasonable costs incurred by the Seller in doing so,
- unless the Buyer directs the Seller not to and indemnifies the Seller against any liability incurred for failure to comply with the Enforcement Notice.
- (5) Nothing in this clause 7.6 limits any claim for a breach of the Seller's warranties in clauses 7.4(1)(a), (b) and (c).

#### 7.7 Property Adversely Affected

- (1) Subject to clause 7.8, if at the Contract Date:
- the Present Use is not lawful under the relevant planning scheme;
  - the Lot is affected by a proposal of any competent authority to alter the dimensions of any Transport Infrastructure or locate Transport Infrastructure on the Lot;
  - access to the Lot passes unlawfully through other land;
  - any Services to the Lot which pass through other land are not protected by a registered easement, building management statement or by statutory authority;
  - any competent authority has issued a current notice of intention to resume regarding any part of the Lot;
  - there is an outstanding condition of a development approval attaching to the Lot under section 73 of the *Planning Act 2016* or section 96 of the *Economic Development Queensland Act 2012* which, if complied with, would constitute a material mistake or omission in the Seller's title under clause 7.5(2)(d);
  - the Property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List; or
  - the Property is declared acquisition land under the *Queensland Reconstruction Authority Act 2011*,
- the Buyer may terminate this contract by notice to the Seller given before settlement.
- (2) If the Buyer settles this contract, the Buyer will be treated as having accepted the Property subject to all of the matters referred to in clause 7.7(1).

#### 7.8 Effect of Pre-Contract Disclosure

- (1) Clauses 7.4(1), 7.4(2), 7.5, 7.6(1) and 7.7 do not apply to the extent that any relevant fact or circumstance has been disclosed by the Seller to the Buyer:
- in this contract; or
  - in the Seller Disclosure Statement; or
  - otherwise in writing before the Buyer signed this contract.
- (2) If the Seller is required to comply with section 99 of the *Property Law Act 2023* in relation to this contract:
- the Buyer may not terminate the contract under clause 7.4(3) for a breach of the Seller's warranties in clauses 7.4(1)(a) and 7.4(1)(b); and
  - clauses 7.7(1)(e) and (g) do not apply.

[Note in this case the Buyer's rights are governed by section 104 of the Property Law Act 2023]

#### 7.9 Dividing Fences

Notwithstanding any provision in the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011*, the Seller need not contribute to the cost of building any dividing fence between the Lot and any adjoining land owned by it. The Buyer waives any right to claim contribution from the Seller.

#### 7.10 Authority for Buyer's Searches

The Seller authorises the Buyer to inspect records held by any authority, including Security Interests on the PPSR, relating to the Property.

### 8. RIGHTS AND OBLIGATIONS UNTIL SETTLEMENT

#### 8.1 Risk

The Property is at the Buyer's risk from 5pm on the first Business Day after the Contract Date.

#### 8.2 Access

After reasonable notice to the Seller, the Buyer and its consultants may enter the Property:

- once to read any meter;
- for inspections under clause 4.2;
- once to value the Property; and
- once to inspect the Property before settlement.

#### 8.3 Seller's Obligations After Contract Date

- The Seller must use the Property reasonably until settlement. The Seller must not do anything regarding the Property, the Leases or Service Agreements that may significantly alter them or result in later expense for the Buyer.
- The Seller must promptly upon receiving any notice, proceeding or order that affects the Property or requires work or expenditure on the Property, give a copy to the Buyer.
- Without limiting clause 8.3(1), the Seller must not without the prior written consent of the Buyer, give any notice or seek or consent to any order that affects the Property or make any agreement affecting the Property that binds the Buyer.

#### 8.4 Information Regarding the Property

Upon written request of the Buyer but in any event before settlement, the Seller must give the Buyer:

- copies of all documents relating to any unregistered interests in the Property;
- full details of the Leases and Service Agreements to allow the Buyer to properly manage the Property after settlement;
- sufficient details (including the date of birth of each Seller who is an individual) to enable the Buyer to undertake a search of the PPSR;
- the Local Government rate account number for the Lot; and
- further copies or details if those previously given cease to be complete and accurate.

#### 8.5 Possession Before Settlement

If possession is given before settlement:

- the Buyer must maintain the Property in substantially its condition at the date of possession, fair wear and tear excepted;
- entry into possession is under a licence personal to the Buyer revocable at any time and does not:
  - create a relationship of landlord and tenant; or
  - wave the Buyer's rights under this contract;
- the Buyer must insure the Property to the Seller's satisfaction; and
- the Buyer indemnifies the Seller against any expense or damages incurred by the Seller as a result of the Buyer's possession of the Property.

### 9. PARTIES' DEFAULT

#### 9.1 Seller and Buyer May Affirm or Terminate

- If the Seller or Buyer, as the case may be, fails to comply with an Essential Term, or makes a fundamental breach of an intermediate term, the Seller (in the case of the Buyer's default) or the Buyer (in the case of the Seller's default) may affirm or terminate this contract under this clause.
- Clause 9.1 does not limit any other right or remedy of the parties including those under this Contract or any right at law or in equity.

#### 9.2 If Seller Affirms

If the Seller affirms this contract under clause 9.1, it may sue the Buyer for:

- damages;
- specific performance; or
- damages and specific performance.

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### 9.3 If Buyer Affirms

If the Buyer affirms this contract under clause 9.1, it may sue the Seller for:

- (1) damages;
- (2) specific performance; or
- (3) damages and specific performance.

### 9.4 If Seller Terminates

If the Seller terminates this contract under clause 9.1, it may do all or any of the following:

- (1) resume possession of the Property;
- (2) forfeit the Deposit and any interest earned;
- (3) sue the Buyer for damages;
- (4) resell the Property.

### 9.5 If Buyer Terminates

If the Buyer terminates this contract under clause 9.1, it may do all or any of the following:

- (1) recover the Deposit and any interest earned;
- (2) sue the Seller for damages.

### 9.6 Seller's Resale

(1) If the Seller terminates this contract and resells the Property, the Seller may recover from the Buyer as liquidated damages:

- (a) any deficiency in price on a resale; and
  - (b) its expenses connected with any repossession, any failed attempt to resell, and the resale;
- provided the resale settles within 2 years of termination of this contract.

(2) Any profit on a resale belongs to the Seller.

### 9.7 Seller's Damages

The Seller may claim damages for any loss it suffers as a result of the Buyer's default, including its legal costs on an indemnity basis.

### 9.8 Buyer's Damages

The Buyer may claim damages for any loss it suffers as a result of the Seller's default, including its legal costs on an indemnity basis.

### 9.9 Interest on Late Payments

(1) The Buyer must pay interest at the Default Interest Rate:

- (a) on any amount payable under this contract which is not paid when due; and
- (b) on any judgement for money payable under this contract.

(2) Interest continues to accrue:

- (a) under clause 9.9(1)(a), from the date it is due until paid; and
- (b) under clause 9.9(1)(b), from the date of judgement until paid.

(3) Any amount payable under clause 9.9(1)(a) in respect of a period prior to settlement must be paid by the Buyer at settlement. If this contract is terminated or if any amount remains unpaid after settlement, interest continues to accrue.

(4) Nothing in this clause affects any other rights of the Seller under this contract or at law.

## 10. LEASES AND SERVICE AGREEMENTS

### 10.1 Buyer's Satisfaction with Leases and Service Agreements

(1) If there are Leases or Service Agreements, the Seller must produce to the Buyer's Solicitor within 7 days after the Contract Date:

- (a) copies of all Lease Documents and Service Agreements; and
- (b) a statement of the Rent and arrears of Rent for each Lease (current at the Contract Date).

(2) If the Seller does not comply with clause 10.1(1), the Buyer may terminate this contract by notice to the Seller given no later than 14 days after the Contract Date.

(3) If the Buyer is not satisfied with the terms of the Lease Documents or Service Agreements or with the statement delivered under clause 10.1(1), it may terminate this contract by notice to the Seller given no later than 7 days after the Buyer's receipt of the last of the items delivered under clause 10.1(1).

(4) If the Buyer does not terminate the contract under clause 10.1(2) or 10.1(3), the Buyer will be treated as having accepted and agreed to be bound by the Leases and Service Agreements.

### 10.2 Leases and Service Agreements

The Seller states that details of all Leases and Service Agreements affecting the Property are disclosed in the Lease Schedule and Service Agreement Schedule respectively.

### 10.3 Lease Warranties

(1) The Seller warrants that, except as disclosed in this contract, the following are correct at the Contract Date:

- (a) details of the Leases set out in the Lease Schedule;
- (b) each of the Leases is valid and subsisting;
- (c) there is no substantial breach of a provision of any Lease;
- (d) there is no notice or correspondence between the Seller and any Tenant relating to Rent review or the exercise of an option for renewal;
- (e) for each Lease, the relevant Lease Documents provided to the Buyer under clause 10.1(1) constitute the entire agreement between the Seller and each Tenant and there is no written, oral or other agreement between the Seller and any Tenant varying the terms of a Lease or granting any additional option for renewal of the term of any Lease;
- (f) no Tenant received any incentive or inducement to enter into its initial or current Lease;
- (g) there is no pending litigation or arbitration between the Seller and any Tenant arising out of any of the Leases; and
- (h) if any Lease is a retail shop lease within the meaning of the *Retail Shop Leases Act 1994*:

- (i) as far as the Seller is aware the Seller has complied with the *Retail Shop Leases Act 1994* in relation to the Lease;
- (ii) there is no existing or renewed retail tenancy dispute in relation to a Lease;
- (iii) there are no mediation agreements, proceedings or orders in existence under the *Retail Shop Leases Act 1994* in respect of a Lease;
- (iv) no Tenant has notified the Seller requesting a right to renew any Lease for a further period; and
- (v) no Tenant has made a claim against the Seller for compensation for loss or damage suffered by the Tenant under sections 43, 46G or 46K of the *Retail Shop Leases Act 1994* and there are no circumstances existing to the Seller's knowledge which might give rise to a claim for compensation.

(2) The Buyer may terminate this contract by notice in writing to the Seller if a warranty contained in clause 10.3(1) is inaccurate and the Buyer is materially prejudiced by that inaccuracy.

### 10.4 Service Agreements

(1) The Seller:

- (a) may terminate any Service Agreement which is not capable of assignment (subject to the provisions of the relevant Service Agreement); and
- (b) indemnifies the Buyer against claims under the Service Agreements prior to the Settlement Date.

(2) The Buyer:

- (a) assumes the obligations of the Seller under those Service Agreements which are assigned until their termination; and
- (b) indemnifies the Seller against claims under Service Agreements after the Settlement Date.

(3) If:

- (a) the Seller cannot terminate a Service Agreement; or
- (b) the Seller's rights under a Service Agreement cannot be assigned or are not effectively assigned to the Buyer;

then after settlement:

- (c) the Buyer will perform all obligations under the Service Agreement; and

(d) the Seller must enforce that Service Agreement at the direction of the Buyer for the Buyer's benefit at the Buyer's cost.

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## 10.5 Seller's Obligations After Contract Date

- (1) Without limiting clause 8.3(1) and subject to this clause 10.5, the Seller must not, after the Contract Date:
  - (a) deal with the Property or any of the Leases;
  - (b) accept a surrender of any Lease;
  - (c) consent to a transfer of any Lease;
  - (d) terminate any Lease;
  - (e) forfeit, call on or enforce any Lease Guarantee;
  - (f) release any party from a Lease Guarantee;
  - (g) consent to any request by a Tenant; or
  - (h) grant or agree to grant a new lease, licence or other right of occupancy of any part of the Lot or an extension of a Lease other than where a Tenant validly exercises an option in a Lease; or
- (i) initiate or negotiate a Rent review or otherwise agree to vary the Rent payable under a Lease,  
(each a "Proposed Dealing") without the Buyer's consent, unless the failure to do so would amount to a breach of the Lease by the Seller.
- (2) Despite clause 10.5(1)(i), the Seller:
  - (a) may implement a review of Rent in accordance with a calculation stated in the Lease (for example a fixed increase, specified percentage increase, a review on the basis of an independently published index of prices, costs or wages or a combination of them); and
  - (b) may initiate and conduct a market review of the Rent if failure to do so by the Settlement Date would result in a waiver or prejudice of the right to conduct the Review. However the Seller may not propose or agree to the new Rent without the Buyer's consent (which must not be unreasonably withheld or delayed).
- (3) The Seller must give the Buyer full details (including copies of all written material received from the Tenant or proposed Tenant) of each Proposed Dealing before entering into or consenting to the Proposed Dealing.
- (4) The Buyer must:
  - (a) co-operate with the Seller and promptly notify the Seller whether it consents to a Proposed Dealing; and
  - (b) not withhold its consent to a Proposed Dealing except on reasonable grounds (or subject to reasonable conditions) which must be notified in writing to the Seller.
- (5) If any Tenant defaults in the payment of Rent, the Seller must promptly inform the Buyer in writing. The Buyer may require the Seller to do either or both of the following actions at the Seller's expense:
  - (a) serve on the Tenant a notice of breach of covenant if required by law;
  - (b) if the Seller is legally entitled to do so, terminate the Lease by physical re-entry (subject to the provisions of the Lease).
- (6) The Seller must give the Buyer copies of any documents relating to the Leases that come into the control or possession of the Seller between the Contract Date and settlement.

## 11. GST

### 11.1 Definitions

- (1) Words and phrases defined in the GST Act have the same meaning in this contract unless the context indicates otherwise.
- (2) A reference to a party paying an amount of GST, or receiving an Input Tax Credit, includes that amount being paid or received by its Representative Member, Joint Venture Operator or other similar person.

### 11.2 No GST is payable or Purchase Price Includes GST

If the GST section of the Reference Schedule specifies that *No GST is payable or Purchase Price includes GST* or is not completed, this clause 11.2 applies and the Buyer is not obliged to pay any additional amount to the Seller on account of GST on the Supply of the Property.

### 11.3 Purchase Price Does Not Include GST

If the GST section of the Reference Schedule specifies that the *Buyer must pay GST in addition to the Purchase Price*, this clause 11.3 applies and the Buyer must on the Settlement Date pay to the

Seller in addition to the Purchase Price an amount equivalent to the amount payable by the Seller as GST on the Supply of the Property.

### 11.4 Margin Scheme

If the GST section of the Reference Schedule specifies *Margin Scheme* this clause 11.4 applies and:

- (1) the Purchase Price includes the Seller's liability for GST on the Supply of the Property. The Buyer is not obliged to pay any additional amount to the Seller on account of GST on the Supply of the Property.
- (2) the Seller:
  - (a) must apply the Margin Scheme to the Supply of the Property; and
  - (b) warrants that the Margin Scheme is able to be applied;
- (3) if the Seller breaches clause 11.4(2)(a) or its warranty under clause 11.4(2)(b) then:
  - (a) the Buyer may terminate this contract if it becomes aware of the breach prior to the Settlement Date;
  - (b) if the Buyer does not terminate this contract under clause 11.4(3)(a) or does not become aware of the breach until after the Settlement Date, it must pay to the Seller an amount equal to the Input Tax Credit which the Buyer will receive for GST payable for the Supply of the Property. Payment must be made when the Buyer receives the benefit of the Input Tax Credit;
  - (c) the Buyer is entitled to compensation from the Seller for any loss incurred as a result of the breach of clause 11.4(2).

### 11.5 Going Concern

If the GST section of the Reference Schedule specifies *Going Concern* this clause 11.5 applies and:

- (1) the Purchase Price does not include any amount for GST;
- (2) the parties agree the Supply of the Property is a Supply (or part of a Supply) of a Going Concern;
- (3) the Seller warrants that:
  - (a) between the Contract Date and the Settlement Date the Seller will carry on the Enterprise; and
  - (b) the Property (together with any other things that must be provided by the Seller to the Buyer at the Settlement Date under a related agreement for the same Supply) is all of the things necessary for the continued operation of the Enterprise;
- (4) the Buyer warrants that at the Settlement Date it is Registered or Required to be Registered under the GST Act;
- (5) if either of the warranties in clause 11.5(3) is breached:
  - (a) the Buyer may terminate this contract if it becomes aware of the breach prior to the Settlement Date;
  - (b) if the Buyer does not terminate this contract then, at the Settlement Date, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property;
  - (c) if the Buyer does not become aware of the breach until after the Settlement Date, it must pay to the Seller an amount equal to the Input Tax Credit which the Buyer will receive for GST payable in respect of the Supply of the Property. Payment must be made when the Buyer receives the benefit of the Input Tax Credit;
  - (d) the Buyer is entitled to compensation from the Seller for any loss incurred as a result of the breach of the warranty;
- (6) if the warranty in clause 11.5(4) is not correct the Buyer must pay to the Seller an amount equal to the GST payable in respect of the Supply of the Property, including any interest and penalties payable by the Seller in respect of this Supply. Payment must be made at the Settlement Date or, if settlement has occurred, immediately upon receipt of a Tax Invoice in accordance with clause 11.8;
- (7) if for any reason other than a breach of a warranty by the Seller or the Buyer this transaction is not a Supply of a Going Concern, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property. Payment must be made at the Settlement Date or, if settlement has occurred, immediately upon receipt of a Tax Invoice in accordance with clause 11.8.

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## 11.6 Farm Land

If the GST section of the Reference Schedule specifies *Farm Land* this clause 11.6 applies and:

- (1) the Purchase Price does not include any amount for GST;
- (2) the parties agree the Supply of the Property is a Supply (or part of a Supply) of farm land for farming;
- (3) the Seller warrants that:
  - (a) a Farming Business has been carried on the Property for at least five years preceding the day of the Supply; and
  - (b) the Farming Business will continue until the day of the Supply.
- (4) the Buyer warrants that it intends to carry on a Farming Business on the Property;
- (5) if either of the warranties in clause 11.6(3) is breached:
  - (a) the Buyer may terminate this contract if it becomes aware of the breach prior to the Settlement Date;
  - (b) if the Buyer does not terminate this contract then, at the Settlement Date, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property;
  - (c) if the Buyer does not become aware of the breach until after the Settlement Date, it must pay to the Seller an amount equal to the Input Tax Credit which the Buyer will receive for GST payable in respect of the Supply of the Property. Payment must be made when the Buyer receives the benefit of the Input Tax Credit;
  - (d) the Buyer is entitled to compensation from the Seller for any loss incurred as a result of the breach of the warranty;
- (6) if the warranty in clause 11.6(4) is not correct the Buyer must pay to the Seller an amount equal to the GST payable in respect of the Supply of the Property, including any interest and payables payable by the Seller in respect of this Supply. Payment must be made at the Settlement Date or, if settlement has occurred, immediately upon receipt of a Tax Invoice in accordance with clause 11.8;
- (7) if for any reason other than a breach of a warranty by the Seller or the Buyer this transaction is not a Supply of farm land for farming, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property. Payment must be made at the Settlement Date or, if settlement has occurred, immediately upon receipt of a Tax Invoice in accordance with clause 11.8.

## 11.7 Adjustments

- (1) Where this contract requires an adjustment or apportionment of Outgoings or Rent, that adjustment or apportionment must be made to:
  - (a) the amount of the Outgoing, exclusive of any GST for which an Input Tax Credit may be claimed; and
  - (b) the amount of Rent or profit excluding an amount of GST which must be paid to the Australian Taxation Office.
- (2) The GST payable under clause 11.3 is correspondingly increased or decreased by any subsequent adjustment to the amount of GST for the Supply for which the Supplier is liable, however caused.

## 11.8 Tax Invoice

Where GST is payable on the Supply of the Property, the Seller must give to the Buyer a Tax Invoice at the Settlement Date or on any later date on which the Buyer is required to pay GST under clause 11.5 or 11.6.

## 11.9 Remedies

The remedies provided in clauses 11.4(3), 11.5(5), 11.5(6) 11.6(5) and 11.6(6) are in addition to any other remedies available to the aggrieved party.

## 12. GENERAL

### 12.1 Foreign Buyer Approval

The Buyer warrants that either:

- (a) the Buyer's purchase of the Property is not a notifiable action; or
- (b) the Buyer has received a no objection notification,

under the *Foreign Acquisitions and Takeovers Act 1975*.

### 12.2 Duty

The Buyer must pay all duty on this contract.

## 12.3 Notices

- (1) Notices under this contract must be in writing.
- (2) Notices under this contract or notices required to be given by law may be given and received by the party's solicitor.
- (3) Notices under this contract or required to be given by law may be given by:
  - (a) delivering or posting to the other party or its solicitor; or
  - (b) sending it to the email address of the other party or its solicitor stated in the Reference Schedule (or another email address notified by the recipient to the sender).
- (4) Subject to clause 12.3(5), a notice given after this contract is entered into in accordance with clause 12.3(3) will be treated as given:
  - (a) 5 Business Days after posting; or
  - (b) if sent by email, at the time it is sent.
- (5) Notices given by personal delivery or by email between 5pm on a Business Day (the "first Business Day") and 9am on the next Business Day (the "second Business Day") will be treated as given or delivered at 9am on the second Business Day.
- (6) If two or more notices are treated as given at the same time under clause 12.3(5), they will be treated as given in the order in which they were sent or delivered.
- (7) Notices or other written communications by a party's solicitor (for example, varying the Inspection Date, Finance Date or Settlement Date) will be treated as given with that party's authority.
- (8) Subject to the requirements of any law, for the purposes of clause 12.3(3)(b) and clause 12.5 the notice or information may be contained within an email, as an attachment to an email or located in an electronic repository accessible by the recipient by clicking a link in an email.
- (9) A communication given using a messaging system in an ELNO System is not a notice for the purpose of this contract.

## 12.4 Electronic Signing

If this contract is signed by any person using an Electronic Signature, the Buyer and the Seller:

- (a) agree to enter into this contract in electronic form; and
- (b) consent to either or both parties signing the contract using an Electronic Signature.

## 12.5 Pre-contract Disclosure

The Buyer consents to the Seller's use of electronic communication to give any notice or information required by law to be given to the Buyer (including a Seller Disclosure Statement) which was given before the Buyer signed this contract.

## 12.6 Business Days

- (1) If the Settlement Date, Finance Date or Inspection Date fall on a day that is not a Business Day, then it falls on the next Business Day.
- (2) If anything else (other than payment of all or part of the Deposit) is required to be done on a day that is not a Business Day, it must be done instead on the next Business Day.

## 12.7 Rights After Settlement

Despite settlement and registration of the transfer, any term of this contract that can take effect after settlement or registration remains in force.

## 12.8 Further Acts

If requested by the other party, each party must, at its own expense, do everything reasonably necessary to give effect to this contract.

## 12.9 Severance

If any term or part of a term of this contract is or becomes legally ineffective, invalid or unenforceable in any jurisdiction it will be severed and the effectiveness, validity or enforceability of the remainder will not be affected.

## 12.10 Interpretation

### (1) Plurals and Genders

Reference to:

- (a) the singular includes the plural and the plural includes the singular;
- (b) one gender includes each other gender;
- (c) a person includes a body corporate; and
- (d) a party includes the party's executors, administrators, successors and permitted assigns.

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- (2) **Parties**
- (a) If a party consists of more than one person, this contract binds them jointly and each of them individually.
- (b) A party that is a trustee is bound both personally and in its capacity as a trustee.
- (3) **Acts and Regulations**  
Reference to an Act, regulation or statutory form includes all amendments, consolidations or replacements of them.
- (4) **Inconsistencies**  
If there is any inconsistency between any provision added to this contract and the printed provisions, the added provision prevails.
- (5) **Headings**  
Headings are for convenience only and do not form part of this contract or affect its interpretation.
- (6) **Calculating Time**  
If anything is permitted or required to be done:
- (a) a number of days or Business Days before a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date;  
Example: if the Settlement Date falls on a Friday, 2 days before the Settlement Date is Wednesday.
- (b) "at least" a number of days or Business Days before a specified date or a clear number of days or Business Days before a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date and excluding the day on which the thing may or must be done;  
Example: if the Settlement Date falls on a Friday, at least 2 days before the Settlement Date or 2 clear days before the Settlement Date is Tuesday.
- (c) a number of days or Business Days after a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date.  
Example: if the Contract Date falls on a Monday, 2 days after the Contract Date is Wednesday.

#### 12.11 Counterparts

- (1) This contract may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same contract.
- (2) A counterpart may be electronic and signed using an Electronic Signature.

### 13. ADDITIONAL PROVISIONS FOR COMMUNITY TITLE LOTS

#### 13.1 When clause applies

This clause 13 applies if the Lot is a lot in a community titles scheme under the *Body Corporate and Community Management Act 1997*.

#### 13.2 Additional Definitions

- (1) The following additional definitions apply:
- (a) **"Body Corporate"** means the body corporate of the Scheme.
- (b) **"Body Corporate Debt"** has the meaning in the Regulation Module but excludes the Body Corporate Levies for the period which includes the Settlement Date;
- (c) **"Body Corporate Levies"** means regular periodic contributions levied on the owner of the Lot (including, if applicable, levied under an exclusive use by-law) excluding any Special Contribution;
- (d) **"Exclusive Use Area"** means part of the common property for the Scheme allocated to the Lot under an exclusive use by-law;
- (e) **"Principal Body Corporate"** means, where the Scheme is a subsidiary scheme in a layered arrangement of community titles schemes, the body corporate for each higher scheme;
- (f) **"Scheme"** means the community titles scheme containing the Lot;
- (g) **"Scheme Land"** means the scheme land (as defined in the *Body Corporate and Community Management Act 1997*) for the Scheme;
- (h) **"Special Contribution"** means an amount levied by the Body Corporate on the owner of the Lot under the Regulation Module for a liability for which no provision or inadequate provision has been made in the budget of the Body Corporate;

- (i) **"Regulation Module"** means the regulation module for the Scheme.

- (2) The following definitions in clause 1.1 are modified as stated:
- (a) **"Outgoings"** also includes Body Corporate Levies;
- (b) **"Property"** also includes the right to any Exclusive Use Areas except in clause 7.4(2)(a);
- (c) **"Reserved Items"** also includes all chattels in the Exclusive Use Areas which are not Included Chattels.
- (3) For clauses 3.5(1)(c)(i) and 3.5(7) the references to "authority" include the Body Corporate.
- (4) Words and phrases defined in the *Body Corporate and Community Management Act 1997* have the same meaning in clause 13 unless the context indicates otherwise.

#### 13.3 Body Corporate Records Inspection

- (1) This contract is conditional upon the Buyer being satisfied that it will not be materially prejudiced by any circumstances discovered on an inspection of the Body Corporate's records by the Records Inspection Date. The Buyer must take all reasonable steps to inspect the records.
- (2) The Buyer must give notice to the Seller that:
- (a) the Buyer:
- (i) despite taking all reasonable steps has been unable to inspect the Body Corporate's records by the Records Inspection Date; or
- (ii) is not satisfied with its inspection in accordance with 13.3(1) and the Buyer terminates this contract; or
- (b) clause 13.3(1) has been either satisfied or waived by the Buyer.
- (3) If the Buyer terminates this contract and the Seller asks the Buyer for further details the Buyer must give written reasons to the Seller without delay.
- (4) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 13.3(2) by 5pm on the Records Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- (5) The Seller's right under clause 13.3(4) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 13.3(2).

#### 13.4 Adjustment of Land Tax

- (1) For clause 3.5(4), the Site Value of the Lot will be calculated in accordance with section 29 of the *Land Tax Act 2010*.
- (2) If there is no separate Site Value for the Scheme Land, clause 3.5(5) applies as if each reference to the Lot was a reference to the Scheme Land.

#### 13.5 Body Corporate Debts

- (1) The Seller is liable for:
- (a) any Special Contribution for which a levy notice has been issued on or before the Contract Date; and
- (b) any other Body Corporate Debt (including any penalty or recovery cost resulting from non-payment of a Body Corporate Debt) owing in respect of the Lot at settlement.
- (2) The Buyer is liable for any Special Contribution levied after the Contract Date.
- (3) If an amount payable by the Seller under clause 13.5(1) is unpaid at the Settlement Date:
- (a) for an Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the relevant amount to the Body Corporate;
- (b) otherwise, the Buyer may deduct the relevant amount from the Balance Purchase Price at settlement and must pay it promptly to the Body Corporate.
- (4) For the purposes of clause 13.5(1), an amount payable under an exclusive use by-law will be treated as levied on the date it is due.

#### 13.6 Notice of purchase to Body Corporate

- (1) The Buyer must:
- (a) complete and sign a *BCCM Form 8 Information for body corporate roll ("Form 8")* and provide a copy to the Seller on or before settlement; and

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- (b) provide the Form 8 to the Body Corporate promptly after settlement.
- (2) If the Buyer fails to comply with clause 13.6(1)(b), the Buyer authorises the Seller to provide the copy of the Form 8 to the Body Corporate.

### 13.7 Title

For clause 7.1, the Lot is also sold subject to the *Body Corporate and Community Management Act 1997*, the by-laws of the Body Corporate and, if the Scheme is a subsidiary scheme, the by-laws of each body corporate which apply to the Scheme.

### 13.8 Encumbrances

For clause 7.2, the Property is also sold subject to the statutory easements implied by Part 6A of the *Land Title Act 1994* and interests registered on the common property for the Scheme.

### 13.9 Seller's Additional Warranties

- (1) The Seller warrants that at the Contract Date, except as disclosed in this contract or the Seller Disclosure Statement:
  - (a) the Seller:
    - (i) has not received notice of a meeting of the Body Corporate to consider; and
    - (ii) is not aware of a resolution of the Body Corporate, consenting to the recording of a new community management statement for the Scheme differing from the community management statement recorded for the Scheme at the Contract Date; and
  - (b) all necessary Body Corporate consents to improvements made to common property and which benefit the Lot or the registered owner of the Lot are in force; and
  - (c) the Seller has not received notice of a by-law contravention relating to the Lot from the Body Corporate or a Principal Body Corporate which has not been fully complied with or otherwise remains in effect.
- (2) If the Seller breaches a warranty in clause 13.9(1) and, as a result, the Buyer is materially prejudiced, the Buyer may terminate this contract by notice to the Seller given before settlement but may not claim damages or compensation.
- (3) Clauses 13.9(1) and 13.9(2) do not restrict any statutory rights the Buyer may have which cannot be excluded by this contract.

### 13.10 Body Corporate Meetings

- (1) The Seller must promptly give the Buyer a copy of:
  - (a) any notice it receives of a proposed meeting of the Body Corporate and any Principal Body Corporate to be held after the Contract Date; and
  - (b) resolutions passed at that meeting and prior to settlement.
- (2) The Buyer may terminate this contract by notice in writing to the Seller given before settlement if it is materially prejudiced by any resolution of the Body Corporate or a Principal Body Corporate passed after the Contract Date other than a resolution, details of which are disclosed to the Buyer in this contract or in the Seller Disclosure Statement.
- (3) In clause 13.10(2) a resolution includes a decision of the Body Corporate Committee to consent to recording a new community management statement.
- (4) If the Buyer is not given a copy of the resolutions before settlement, it may sue the Seller for damages.

### 13.11 Property Adversely Affected

For clause 7.7(1)(b), (c), (d) and (e), references to the Lot are taken to include any part of the Scheme Land.

## 14. ADDITIONAL PROVISIONS FOR BUGTA LOTS

### 14.1 When clause applies

This clause 14 applies if the Lot is a lot in a Parcel to which the *Building Units and Group Titles Act 1980* applies.

### 14.2 Additional Definitions

- (1) The following additional definitions apply:
  - (a) **"Body Corporate"** means the body corporate under the *Building Units and Group Titles Act 1980* for the Parcel;
  - (b) **"Body Corporate Debt"** has the same meaning as 'relevant body corporate debt' in section 41A of the *Building Units and Group Titles Act 1980* but excludes the Body Corporate Levies for the period which includes the Settlement Date;

- (c) **"Body Corporate Levies"** means regular periodic contributions levied on the owner of the Lot (including, if applicable, levied under an exclusive use by-law) excluding any Special Contribution;
  - (d) **"Exclusive Use Area"** means part of the common property of the Parcel allocated to the Lot under an exclusive use by-law;
  - (e) **"Parcel"** has the meaning in the *Building Units and Group Titles Act 1980*;
  - (f) **"Principal Body Corporate"** means:
    - (i) a body corporate under the Relevant Specified Act of which the Body Corporate is a member; and
    - (ii) a body corporate under the Relevant Specified Act of which a body corporate in paragraph (i) is a member;
  - (g) **"Relevant Specified Act"** means whichever of the following applies to the Lot and the Parcel:
    - (i) the *Integrated Resort Development Act 1987*; or
    - (ii) the *Mixed Use Development Act 1993*; or
    - (iii) the *Registration of Plans (H.S.P. (Nominees) Pty. Limited) Enabling Act 1980*; or
    - (iv) the *Registration of Plans (Stage 2) (H.S.P. (Nominees) Pty. Limited) Enabling Act 1984*; or
    - (v) the *Sanctuary Cove Resort Act 1985*;
  - (h) **"Section 53 Notice"** means the form of notice of transfer of the Lot under section 53(2)(a) of the *Building Units and Group Titles Act 1980*;
  - (i) **"Special Contribution"** means an amount levied by the Body Corporate on the owner of the Lot under section 32(1) of the *Building Units and Group Titles Act 1980* which is not a regular periodic contribution.
- (2) The following definitions in clause 1.1 are modified as stated:
    - (a) **"Outgoings"** also includes Body Corporate Levies;
    - (b) **"Property"** also includes the right to any Exclusive Use Areas except in clause 7.4(2)(a);
    - (c) **"Reserved Items"** also includes all chattels in the Exclusive Use Areas which are not Included Chattels.
  - (3) For clauses 3.5(1)(c)(i) and 3.5(7) the references to "authority" include the Body Corporate.
  - (4) Words and phrases defined in the *Building Units and Group Titles Act 1980* have the same meaning in this contract unless the context indicates otherwise.

### 14.3 Body Corporate Records Inspection

- (1) This contract is conditional upon the Buyer being satisfied that it will not be materially prejudiced by any circumstances discovered on an inspection of the Body Corporate's records by the Records Inspection Date. The Buyer must take all reasonable steps to inspect the records.
- (2) The Buyer must give notice to the Seller that:
  - (a) the Buyer:
    - (i) despite taking all reasonable steps has been unable to inspect the Body Corporate's records by the Records Inspection Date; or
    - (ii) is not satisfied with its inspection in accordance with clause 14.3(1) and the Buyer terminates this contract; or
  - (b) clause 14.3(1) has been either satisfied or waived by the Buyer.
- (3) If the Buyer terminates this contract and the Seller asks the Buyer for further details the Buyer must give written reasons to the Seller without delay.
- (4) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 14.3(2) by 5pm on the Records Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- (5) The Seller's right under clause 14.3(4) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 14.3(2).

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#### 14.4 Adjustment of Land Tax

- (1) For clause 3.5(4), the Site Value of the Lot will be calculated in accordance with section 29 of the *Land Tax Act 2010*.
- (2) If there is no separate Site Value for the Parcel, clause 3.5(5) applies as if each reference to the Lot was a reference to the Parcel.

#### 14.5 Body Corporate Debts

- (1) The Seller is liable for:
  - (a) any Special Contribution for which a levy notice has been issued on or before the Contract Date; and
  - (b) any other Body Corporate Debt (including any penalty or recovery cost resulting from non-payment of a Body Corporate Debt) owing in respect of the Lot at settlement.
- (2) The Buyer is liable for any Special Contribution levied after the Contract Date.
- (3) If an amount payable by the Seller under clause 14.5(1) is unpaid at the Settlement Date,
  - (a) for an Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the relevant amount to the Body Corporate;
  - (b) otherwise, the Buyer may deduct the specified amount from the Balance Purchase Price at settlement and must pay it promptly to the Body Corporate.
- (4) For the purposes of clause 14.5(1), an amount payable under an exclusive use by-law will be treated as levied on the date it is due.

#### 14.6 Section 53 Notices

- (1) The Buyer must:
  - (a) complete and sign Section 53 Notice and provide a copy to the Seller on or before settlement; and
  - (b) provide the Section 53 Notice to the Body Corporate promptly after settlement.
- (2) If the Buyer fails to comply with clause 14.6(1)(b), the Buyer authorises the Seller to provide the copy of the Section 53 Notice to the Body Corporate.

#### 14.7 Title

For clause 7.1, the Lot is also sold subject to the *Building Units and Group Titles Act 1980*, the Relevant Specified Act, the by-laws of the Body Corporate and any other by-laws under the Relevant Specified Act which apply to the Parcel.

#### 14.8 Encumbrances

- For clause 7.2, the Property is also sold subject to:
- (a) the easements implied or created by sections 15 to 17 of the *Building Units and Group Titles Act 1980*;
  - (b) the easements implied or created by the Relevant Specified Act; and
  - (c) interests registered on the common property for the Parcel.

#### 14.9 Seller's Additional Warranties

- (1) The Seller warrants that at the Contract Date, except as disclosed in this contract or the Seller Disclosure Statement:
  - (a) the Seller:
    - (i) has not received notice of a meeting of the Body Corporate to consider; and
    - (ii) is not aware of a resolution of the Body Corporate, to amend, add to or repeal the by-laws for the Parcel as recorded on the plan for the Parcel at the Contract Date;
  - (b) all Body Corporate consents to improvements made to common property and which benefit the Lot or the registered owner of the Lot are in force; and
  - (c) the Seller has not received notice of a by-law contravention relating to the Lot from the Body Corporate or a Principal Body Corporate which has not been fully complied with or otherwise remains in effect.
- (2) If the Seller breaches a warranty in clause 14.9(1), and, as a result, the Buyer is materially prejudiced, the Buyer may terminate this contract by notice to the Seller given before settlement but may not claim damages or compensation.
- (3) Clauses 14.9(1) and 14.9(2) do not restrict any statutory rights the Buyer may have which cannot be excluded by this contract.

#### 14.10 Body Corporate Meetings

- (1) The Seller must promptly give the Buyer a copy of:
  - (a) any notice it receives of a proposed meeting of the Body Corporate or a Principal Body Corporate to be held after the Contract Date; and
  - (b) resolutions passed at that meeting and prior to settlement.
- (2) The Buyer may terminate this contract by notice in writing to the Seller given before settlement if:
  - (a) a resolution of the Body Corporate or a Principal Body Corporate is passed after the Contract Date; and
  - (b) the Buyer would be materially prejudiced if required to settle this contract,

unless details of the resolution were disclosed to the Buyer in this contract or the Seller Disclosure Statement.

#### 14.11 Property Adversely Affected

For clause 7.7(1)(b), (c), (d) and (e), references to the Lot are taken to include any part of the Parcel.

# Leases Schedule

Schedule to REIQ Contract for Sale and Purchase of Commercial Real Estate

## WARNING:

**The Seller warrants in clauses 10.2 and 10.3 that the Leases Schedule is accurate at the Contract Date. Lease Incentives must include all incentives given to the Tenant, even if they have been received (see clause 10.3(1)(f)).**

## LEASE 1

Name of Tenant: \_\_\_\_\_

Use: \_\_\_\_\_

Location / Tenancy No: \_\_\_\_\_

Area of Tenancy (m<sup>2</sup> approx.): \_\_\_\_\_

Current Rent per Annum: \$ \_\_\_\_\_  inclusive of outgoings  exclusive of outgoings

Current Commencement Date: \_\_\_\_\_

Current Term: \_\_\_\_\_

Remaining Options:

Option 1	Term: _____	years
Option 2	Term: _____	years
Option 3	Term: _____	Years

Tenant Carpark: No: \_\_\_\_\_ Rate: \$ \_\_\_\_\_  annum  month

Lease Documents: \_\_\_\_\_

Lease Incentives: \_\_\_\_\_

## LEASE 2

Name of Tenant: \_\_\_\_\_

Use: \_\_\_\_\_

Location / Tenancy No: \_\_\_\_\_

Area of Tenancy (m<sup>2</sup> approx.): \_\_\_\_\_

Current Rent per Annum: \$ \_\_\_\_\_  inclusive of outgoings  exclusive of outgoings

Current Commencement Date: \_\_\_\_\_

Current Term: \_\_\_\_\_

Remaining Options:

Option 1	Term: _____	years
Option 2	Term: _____	years
Option 3	Term: _____	Years

Tenant Carpark: No: \_\_\_\_\_ Rate: \$ \_\_\_\_\_  annum  month

Lease Documents: \_\_\_\_\_

Lease Incentives: \_\_\_\_\_

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

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### LEASE 3

Name of Tenant:

---

Use:

---

Location / Tenancy No:

---

Area of Tenancy (m<sup>2</sup> approx.):

---

Current Rent per Annum::

\$  inclusive of outgoings  exclusive of outgoings

Current Commencement Date:

---

Current Term:

---

Remaining Options:

Option 1 Term: \_\_\_\_\_ years

Option 2 Term: \_\_\_\_\_ years

Option 3 Term: \_\_\_\_\_ Years

Tenant Carpark:

No: \_\_\_\_\_ Rate: \$  annum  month

Lease Documents:

---

Lease Incentives:

---

### LEASE 4

Name of Tenant:

---

Use:

---

Location / Tenancy No:

---

Area of Tenancy (m<sup>2</sup> approx.):

---

Current Rent per Annum::

\$  inclusive of outgoings  exclusive of outgoings

Current Commencement Date:

---

Current Term:

---

Remaining Options:

Option 1 Term: \_\_\_\_\_ years

Option 2 Term: \_\_\_\_\_ years

Option 3 Term: \_\_\_\_\_ Years

Tenant Carpark:

No: \_\_\_\_\_ Rate: \$  annum  month

Lease Documents:

---

Lease Incentives:

---

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

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[Note: Complete if applicable. Complete with "Not applicable" or can be removed if not applicable]

# Service Agreement Schedule

Schedule to REIQ Contract for Sale and Purchase of Commercial Real Estate

## CONTRACT 1

Contractor:

Service performed:

Cost: \$ per  annum  quarter  month

## CONTRACT 2

Contractor:

Service performed:

Cost: \$ per  annum  quarter  month

## CONTRACT 3

Contractor:

Service performed:

Cost: \$ per  annum  quarter  month

## CONTRACT 4

Contractor:

Service performed:

Cost: \$ per  annum  quarter  month

## CONTRACT 5

Contractor:

Service performed:

Cost: \$ per  annum  quarter  month

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

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# Annexure A Subdivision Plan

Land Title Act 1994 ; Land Act 1994  
Form 21 Version 4

## SURVEY PLAN

Sheet 1 of 2



STM	TO	ORIGIN	BEARING	DIST
1	O.Screw in Conc	5/1S321010	32°12'1"	0.456
2	Screw in Conc	6/1S325586	233°25'	2.448
2	O.Nail in Backstone	4/1S325586	281°44'	4.727
3	O.Screw in Chnl	14/1S273948	257°59'30"	5.082
3	O.Nail in Conc	14/1S273948	23°40'	5.867
3	O.Screw in Kb	14/1S273948	357°18'	18.87
4	Pin	3/SP195163	66°11'	2.441
4	Screw in Conc	9/1S321010	299°50'30"	35.25
5	O.Screw in Kb		72°44'25"	14.717
5	O.Screw in Conc		28°30'20"	19.882
7	Drill Hole in Kb		279°27'	24.191

**Total Area of New Road**  
25 m<sup>2</sup> (2a-3-3a-2a)

**WILLOW ROAD**

**NEW ROAD**

**71**  
4505 m<sup>2</sup>

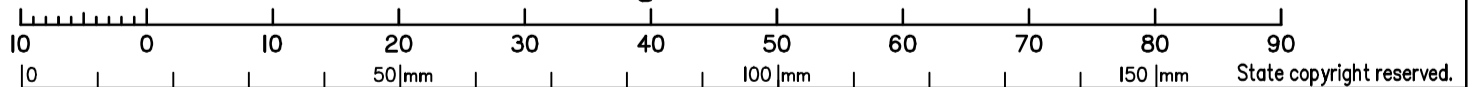
**72**  
1600 m<sup>2</sup>

**CEDAR ROAD**

Peg placed at all new and original corners, unless otherwise stated.

Original information compiled from IS325586 in the Department of Resources.

Scale 1:600 - Lengths are in metres.



VISION SURVEYS (QLD) PTY LTD (ABN 84 128 752 947) hereby certify that the land comprised in this plan was surveyed by the corporation, by Walter Tafadzwa NKOMO, surveying graduate, for whose work the corporation accepts responsibility, under the supervision of Benjamin Kinsley HOWELL, cadastral surveyor and that the plan is accurate, that the said survey was performed in accordance with the Survey And Mapping Infrastructure Act 2003 and Surveyors Act 2003 and associated Regulations and Standards and that the said survey was completed on 29 / 08 / 2024.

26/09/2024  
Date

*[Signature]*  
Authorised Delegate

LOCAL GOVERNMENT: *Ipswich City*

LOCALITY: *Redbank Plains*

Meridian: *IS325586*

Survey Records: *No*

**Plan of Lots 71 & 72**

*Cancelling Lot 7 on RPI07994*

Scale: **1:600**

Format: **STANDARD**



**SP350405**

21495

**WARNING : Folded or Mutilated Plans will not be accepted.  
Plans may be rolled.  
Information may not be placed in the outer margins.**

(Dealing No.)

4. Lodged by

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

I. Existing		Created		
Title Reference	Description	New Lots	Road	Secondary Interests
13838132	Lot 7 on RPI07994	71 & 72	New Rd	-

MORTGAGE ALLOCATIONS

Mortgage	Lots Fully Encumbered	Lots Partially Encumbered
722308133	71 & 72	-

REINSTATEMENT REPORT:

- The reinstatement of boundaries on this plan has been derived from original corner and/or reference marks at Stns 1, 2, 2a, 3, 5 & 6 and measurements agree with IS325586.

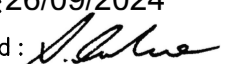
71 & 72	Por. 118
Lots	Orig

2. Orig Grant Allocation :

3. References :

Dept File :  
Local Govt :  
Surveyor : 21495

5. Passed & Endorsed :

By: VISION SURVEYS (QLD) PTY LTD  
Date : 26/09/2024  
Signed :   
Designation : Liaison Officer

6. Building Format Plans only.

I certify that :  
\* As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road;  
~~\* Part of the building shown on this plan encroaches onto adjoining \* lots and road~~  
.....  
cadastral surveyor/Director \* Date  
\*delete words not required

7. Lodgement Fees :

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

8. Insert Plan Number **SP350405**

## ANNEXURE B

### SPECIAL CONDITIONS

PROPERTY: 69-71 Willow Road, Redbank Plains, QLD

1.	DEFINITIONS AND INTERPRETATION	1
2.	AMENDMENTS TO THE STANDARD CONDITIONS	2
3.	BUYER ACCEPTS CONDITION OF PROPERTY	3
4.	ENVIRONMENTAL MATTERS	4
5.	ERRORS, ENCROACHMENTS AND MISTAKES	5
6.	REQUIREMENTS OF AUTHORITIES	5
7.	INSOLVENCY EVENT IN RELATION TO BUYER	6
8.	LAND SALES ACT	6
9.	DEVELOPMENT APPROVAL	6
10.	REGISTRATION OF SURVEY PLAN	6
11.	SETTLEMENT	7

#### 1. DEFINITIONS AND INTERPRETATION

##### 1.1 Definitions

The following expressions have these meanings in this Contract unless a contrary intention appears:

- (a) Claim means claim, objection, demand or remedy.
- (b) **Conditions** means the REIQ Terms of Contract for the Sale and Purchase of Commercial Real Estate (First Edition).
- (c) **Data Room means** the data room made available to prospective buyers by the Seller's real estate agent.
- (d) **Development Approval** means the Decision Notice of the Local Government dated 27 May 2022 approving Development Application number DA 15499/2021/CA.
- (e) **Due Diligence Material** means all information, documents and materials relating to the Property provided by or on behalf of the Seller prior to the Contract Date, including:
  - (i) information, documents and materials attached to this Contract; and
  - (ii) information, documents and materials included in the Data Room.
- (f) **EPA** means *Environmental Protection Act 1994* (Qld).
- (g) **Insolvency Event** means:
  - (i) if the party is an individual, the party:
    - (A) signs an authority under section 188 of the *Bankruptcy Act 1966* (Cth);
    - (B) gives a written proposal for a debt agreement under s 185C of the *Bankruptcy Act 1966* (Cth);
    - (C) has a creditor's petition presented against him or her;
    - (D) has a sequestration order made against his or her estate;

- (E) presents a debtor's petition; or
- (F) becomes bankrupt;
- (ii) if the party is a corporation, the party:
  - (A) has an application made against it for an order that it be wound up;
  - (B) has an order made against it that it be wound up;
  - (C) resolves that it be wound up voluntarily;
  - (D) has an administrator appointed or executes a deed of company arrangement;
  - (E) enters into a compromise or arrangement with its creditors; or
  - (F) has a controller, managing controller, receiver or receiver and manager appointed in respect of any of its assets.

Terms used in the definition of Insolvency Event have the meanings given by the *Bankruptcy Act 1966* (Cth) and *Corporations Act 2001* (Cth) as appropriate.

- (h) **Parcel Land** means Lot 7 on RP107994, Title Reference 13838132.
- (i) **Proposed Lot 71** means the proposed Lot 71 on SP350405 with an approximate area of 4,505 sqm, to be created on registration of the Survey Plan.
- (j) **Proposed Lot 72** means the proposed Lot 72 with an approximate area of 1,600 sqm, to be created on registration of the Survey Plan.
- (k) **Reconfiguration** means the reconfiguration of the Parcel Land to create Proposed Lot 71 and Proposed Lot 72
- (l) **Reconfiguration Date** means the date that is 3 months after the Contract Date, as extended under special condition 10.3(b).
- (m) **Survey Plan** means the plan of subdivision SP350405 to give effect to the Reconfiguration, which when registered at the Titles Office will create a separate indefeasible title for Proposed Lot 71 and Proposed Lot 72, a copy of which is contained in Annexure A.
- (n) **Titles Office** means the land registry established under the Land Title Act 1984 (Qld) known as Titles Queensland.

## 1.2 Interpretation

- (a) Except where otherwise provided, terms in these special conditions which are defined in the Standard Conditions have the same meaning in these special conditions as they have in the Standard Conditions.
- (b) To the extent these Special Conditions are inconsistent with the Standard Conditions, these special conditions will prevail.

## 2. AMENDMENTS TO THE STANDARD CONDITIONS

### 2.1 Conflict with Standard Conditions

The Standard Conditions do not apply to this Contract to the extent that they are excluded or modified by these special conditions. For the avoidance of doubt to the extent of any inconsistency these special conditions prevail over the Standard Conditions.

## **2.2 Deletion**

The following Standard Conditions do not apply to this contract:

- (a) Clause 4;
- (b) Clauses 5.5(1)(d)-(g);
- (c) Clause 7.4(1);
- (d) Clause 7.5(2) to (4) inclusive;
- (e) Clause 7.7;
- (f) Clause 8.3;
- (g) Clause 8.4;
- (h) Clause 10;
- (i) Clause 13; and
- (j) Clause 14.

## **3. BUYER ACCEPTS CONDITION OF PROPERTY**

### **3.1 Buyer not induced to enter into this Contract**

The Buyer acknowledges that:

- (a) it has not been induced to enter into this Contract by any express or implied statement or representation by or on behalf of the Seller as to:
  - (i) the condition or state of repair of the Property;
  - (ii) the suitability of the Property for any purpose;
  - (iii) whether any law, licence, approval, notice, claim or order affects the Property;
  - (iv) the status of compliance with any law, licence, approval, notice or order affecting the Property;
  - (v) rights or privileges attaching to the Land;
  - (vi) the value of the Property;
  - (vii) the financial return or income derived, or able to be derived, from the Property;
  - (viii) any thing in connection with the Property which is disclosed in this Contract or the Due Diligence Material;
  - (ix) whether the Property is contaminated or contains asbestos; or

(x) whether the Land is subject to flooding; and

(b) it relies on its own enquiries regarding, and inspection of, the Property.

### **3.2 No warranty**

The Seller gives no warranty in relation to the matters listed in special condition 3.1(a).

### **3.3 "As is where is"**

(a) The Property is sold and the Buyer accepts the Property in an "as is where is" condition and in its existing state of repair.

(b) The Buyer accepts all defects in the Property.

### **3.4 Buyer cannot object**

To the extent permitted by law, the Buyer cannot raise an objection or requisition, claim compensation, terminate this Contract, or delay settlement because of any matter listed in special condition 3.1(a).

### **3.5 Release**

To the extent permitted by law, the Buyer releases the Seller from any duty, obligation or liability to the Buyer in respect of the condition of the Property.

### **3.6 Waiver of statutory rights**

To the extent permitted by law, the Buyer agrees not to make, and releases any right it may have to make, any claim against the Seller (or any officer, employee, agent or contractor of the Seller) based on sections 18, 29 or 30 of the Australian Consumer Law, or on any corresponding provision of any State or Territory law, for any act, omission, statement or representation concerning the Property.

## **4. ENVIRONMENTAL MATTERS**

### **4.1 Interpretation**

(a) Terms used in this special condition have the meaning given to them by the EPA.

### **4.2 Seller gives no warranty**

(a) The Seller does not warrant that the EPA or other environmental laws have been complied with in respect of the Land.

(b) The Seller gives no warranty as to whether the Land is contaminated land within the meaning of the EPA.

### **4.3 Buyer's liability after completion**

To the extent permitted by law, following settlement the Buyer is responsible for, and indemnifies the Seller against all costs, claims and liabilities relating to:

(a) any requirement to remediate the Land under the EPA or other environmental law;

(b) compliance with any site management plan affecting the Land;

(c) compliance with any notice or order affecting the Land issued under the EPA or other environmental law;

- (d) giving any required notice to the relevant government authority under the EPA;
- (e) the presence of any contaminant on the Land;
- (f) compliance with any environmental authority affecting the Land; and
- (g) compliance with the EPA or other environmental law.

#### **4.4 Seller not liable for failure**

- (a) To the extent permitted by law, the Seller is not liable to the Buyer for any failure to:
  - (i) remediate the Land;
  - (ii) comply with any site management plan affecting the Land;
  - (iii) comply with any notice or order issued under the EPA or other environmental law;
  - (iv) notify the relevant government authority of any thing required to be notified under the EPA;
  - (v) comply with any environmental authority affecting the Land;
  - (vi) do any thing concerning the Land required under the EPA or other environmental law; or
  - (vii) give any notice to the Buyer required by the EPA.
- (b) To the extent permitted by law, the Buyer cannot raise an objection or requisition, claim compensation, terminate this Contract, or delay settlement because of the seller's failure to do any thing referred to in special condition 4.4(a).

### **5. ERRORS, ENCROACHMENTS AND MISTAKES**

#### **5.1 Buyer accepts title**

The Buyer accepts title to the Land subject to any:

- (a) error in the boundaries or area of the Land;
- (b) encroachment by structures onto or from the Land; or
- (c) mistake or omission in describing the Property or the Seller's title to it,

whether material or immaterial, and cannot claim compensation, terminate the contract, or delay settlement because of any of those matters.

### **6. REQUIREMENTS OF AUTHORITIES**

#### **6.1 Buyer to comply with notices or orders**

- (a) The Buyer must, at its expense, comply with any valid notice or order issued before, on or after the Contract Date pursuant to any statute or by the Local Government or any court or tribunal necessitating the doing or work or the expenditure of money on or in relation to the Property or any path or road adjoining the Land.
- (b) The Buyer indemnifies the Seller in respect of all costs of complying with the notice or order.

- (c) Any work or expenditure that is the Buyer's responsibility under special condition 6.1(a), which is required by the notice or order to be done before the Settlement Date, may be done by the Seller unless the Buyer directs the Seller not to and indemnifies the Seller against any liability for not carrying out the work. If the Seller does the work, or spends the money, the reasonable cost of that work or the amount spent must be paid by the Buyer to the Seller at settlement.
- (d) This special condition 6.1 does not apply to an order, a copy of which has been given by the seller to the buyer under s 83 of the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011* (Qld). That Act specifies the consequences if a copy of such an order is given.

## **7. INSOLVENCY EVENT IN RELATION TO BUYER**

### **7.1 Termination**

If an Insolvency Event occurs in relation to the Buyer:

- (a) the Buyer must immediately notify the Seller in writing of the Insolvency Event; and
- (b) the Seller may terminate this Contract by written notice to the Buyer (irrespective of whether the Buyer has given notice under sub-clause (a)).

## **8. LAND SALES ACT**

The parties agree that LS Act does not apply to the sale under the Contract because the sale arises from the reconfiguration of the Parent Land into not more than 5 lots.

## **9. DEVELOPMENT APPROVAL**

### **9.1 Disclosure**

The Seller discloses to the Buyer and the Buyer acknowledges the property is subject to the development Approval.

### **9.2 No objection**

The Buyer cannot object and has no Claim against the Seller in relation to the Development Approval.

## **10. REGISTRATION OF SURVEY PLAN**

### **10.1 Subject to sealing and registration of Survey Plan**

This Contract is subject to:

- (a) the Seller procuring the sealing of the Survey Plan by the Local Government; and
- (b) the Survey Plan being registered in the Titles Office on or before the Reconfiguration Date.

### **10.2 Lodgement of Survey Plan**

- (a) The Seller must:
  - (i) as soon as is reasonably practicable lodge the Survey Plan and any related documents for registration at the Titles Office; and
  - (ii) pay for the registration fees associated with the Survey Plan.

- (iii) do all acts and things (including answering requisitions) as may be necessary to facilitate the registration of the Survey Plan.
- (b) The Seller must promptly notify the Buyer once the Survey Plan has been registered to the Titles Office.

### **10.3 Registration Date**

- (a) If the Survey Plan is not registered in the Titles Office by the Reconfiguration Date, provided that the Survey Plan has not yet been lodged at the Titles Office for registration, either party may terminate this deed by written notice to the other party, and neither party will have any Claim against the other party arising out of or in connection with this deed.
- (b) If the Survey Plan is not registered in the Titles Office by the Reconfiguration Date, but the Survey Plan has been lodged at the Titles Office for registration, the Reconfiguration Date will be automatically extended by a period of 3 months (**Extended Reconfiguration Date**).
- (c) If clause 10.3(b) applies and the Survey Plan is not registered in the Titles Office by the Extended Registration Date, either party may terminate this Contract by written notice to the other party


## **11. SETTLEMENT**

The Settlement Date shall be that date which is 14 days after the date the Seller notifies the Buyer in writing that the Seller has obtained registration of the Survey Plan with the Titles Office.

## **Annexure “C” Statutory Encumbrances**

1. APA have assets located on or adjacent to the Property (medium and high pressure gas lines) as shown generally on the attached Plan;
2. Ipswich City Council have assets located adjacent to the Property (Main, Kerb inlet pit, Manhole, Roof water pit) as shown generally on the attached Plan;
3. Energex have assets located adjacent to the Property (poles and cabling) as shown generally on the attached Plan;
4. Opticomm have assets (pits and pipe) located on and adjacent to the Property as generally shown on the attached Plan;
5. NBN have assets (communications) located on and adjacent to the Property (power pits and cabling) as generally shown on the attached Plan;
6. There are sewerage and water infrastructure owned by Queensland Urban Utilities (**QUU**) that are located on or adjacent to the Property as generally shown on the attached Plan;
7. Torus Networks have assets located on (and adjacent to) the Property (fibre optic cables/ conduit and Pits) as shown generally on the attached Plan; and
8. The above entities may have a right at law to access the Property to inspect, maintain, repair or replace their respective infrastructure located on or adjacent to the Property.

[Review responses online](#) ↗



Received 9 of 9 responses  
**All responses received**

69 Willow Rd, Redbank Plains QLD 4301

Job dates  
 29/10/2025 → 31/10/2025

These plans expire on  
 20 Nov 2025

Lodged by  
 Sam Salter

Authority	Status	Page
✉ BYDA Confirmation		2
🏠 APA Group Gas Networks (70710)	Received	4
🏠 Energex QLD	Received	56
🏠 Ipswich City Council	Received	97
🏠 NBN Co Qld	Received	100
🏠 OptiComm Ltd (QLD)	Received	111
🏠 Queensland Urban Utilities	Received	116
🏠 Telstra QLD FA	Received	121
🏠 Torus Networks Pty Ltd	Received	131
🏠 TPG Telecom (QLD)	Received	136



Zero damage - Zero harm - Zero disruption

Contact Details

<b>Contact</b> Sam Salter Email sam.slater@onefin.net.au	<b>Contact number</b> 0427 232 146	<b>Company</b> onefin <b>Address</b> 631-647 Stanley Street Woolloongabba QLD 4102	<b>Enquirer ID</b> 3773447
---	---------------------------------------	--	-------------------------------

Job Site and Enquiry Details

**WARNING:** The map below only displays the location of the proposed job site and does not display any asset owners' pipe or cables. The area highlighted has been used only to identify the participating asset owners, who will send information to you directly.

<b>Enquiry date</b> 23/10/2025	<b>Start date</b> 29/10/2025	<b>End date</b> 31/10/2025	<b>On behalf of</b> Private	<b>Job purpose</b> Excavation	<b>Locations</b> Both Road, Nature Strip, Footpath	<b>Onsite activities</b> Subdivision
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Check that the location of the job site is correct. If not, you must submit a new enquiry.

If the scope of works change or plan validity dates expire, you must submit a new enquiry.

Do NOT dig without plans. Safe excavation is your responsibility. If you don't understand the plans or how to proceed safely, please contact the relevant asset owners.

<b>User Reference</b> Services Identification	<b>Address</b> 69 Willow Rd Redbank Plains QLD 4301	<b>Notes/description</b> Just enquiring to check underground service for a sellers disclosure statement
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Your Responsibility and Duty of Care

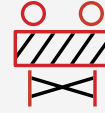
- **Lodging an enquiry does not authorise project commencement.** Before starting work, you must obtain all necessary information from all affected asset owners.
- If you don't receive plans within 2 business days, contact the asset owner & quote their sequence number.
- Always follow the 5Ps of Safe Excavation (page 2), and locate assets before commencing work.
- Ensure you comply with State legislative requirements for Duty of Care and safe digging.
- If you damage an underground asset, you MUST advise the asset owner immediately.
- By using the BYDA service, you agree to the [Privacy Policy](#) and [Term of Use](#).
- For more information on safe digging practices, visit [www.byda.com.au](http://www.byda.com.au)

Asset Owner Details

Below is a list of asset owners with underground infrastructure in and around your job site. It is your responsibility to identify the presence of these assets. Plans issued by Members are indicative only unless specified otherwise. Note: not all asset owners are registered with BYDA. You must contact asset owners not listed here directly.

Referral ID (Seq. no)	Authority Name	Phone	Status
263077136	APA Group Gas Networks (70710)	1800 085 628	NOTIFIED
263077134	Energex QLD	13 12 53	NOTIFIED
263077133	Ipswich City Council	(07) 3810 6666	NOTIFIED
263077130	NBN Co Qld	1800 687 626	NOTIFIED
263077132	OptiComm Ltd (QLD)	1300 137 800	NOTIFIED
263077135	Queensland Urban Utilities	13 26 57	NOTIFIED
263077138	Telstra QLD FA	1800 653 935	NOTIFIED
263077131	Torus Networks Pty Ltd	0404 010 658	NOTIFIED
263077137	TPG Telecom (QLD)	1800 786 306	NOTIFIED

END OF UTILITIES LIST



## Plan

Plan your job. Use the BYDA service at least one day before your job is due to begin, and ensure you have the correct plans and information required to carry out a safe project.

## Prepare

Prepare by communicating with asset owners if you need assistance. Look for clues onsite. Engage a skilled Locator.

## Pothole

Potholing is physically sighting the asset by hand digging or hydro vacuum extraction.

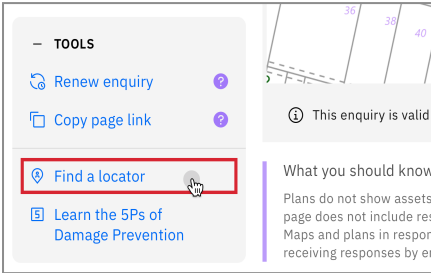
## Protect

Protecting and supporting the exposed infrastructure is the responsibility of the excavator. Always erect safety barriers in areas of risk and enforce exclusion zones.

## Proceed

Only proceed with your excavation work after planning, preparing, potholing (unless prohibited), and having protective measures in place.

## Engage a skilled Locator



When you lodge an enquiry you will see skilled Locators to contact

Visit the Certified Locator website directly and search for a locator near you

[certloc.com.au/locators](http://certloc.com.au/locators)

## Get FREE Quotes for Contractors & Equipment Fast



Use iseekplant's FREE marketplace to get quotes for the equipment or services you need on your project. Compare quotes from trusted local contractors and get your project done on time and in budget.

1. Fill out your job details in our FREE quick quote form.
2. We send the request to trusted local contractors.
3. The local contractors will contact you directly with quotes

GET QUOTE

Use iseekplant to find trusted contractors near you today, visit: [blog.iseekplant.com.au/byda-isp-get-quotes](http://blog.iseekplant.com.au/byda-isp-get-quotes)

## Book a FREE BYDA Session



BYDA offers free training sessions to suit you and your organisation's needs covering safe work practices when working near essential infrastructure assets. The free sessions are offered in two different formats - online and face-to-face.

To book a session, visit: [byda.com.au/contact/education-awareness-enquiry-form](http://byda.com.au/contact/education-awareness-enquiry-form)

BOOK NOW

## APA Group Gas Networks (70710)

**Referral**  
263077136

**Member Phone**  
1800 085 628

### Responses from this member

**Response received** Thu 23 Oct 2025 12.16pm

File name	Page
Response Body	5
263077136.pdf	6
400-STD-AM-0001_2 Guidelines for Works Near Existing Gas Assets.pdf	15

**PLEASE NOTE:** This is an automated response. Please **DO NOT REPLY to this email**. If you require further information in relation to this Before You Dig response, please contact

BYDA\_APA@apa.com.au

**Enquiry Details:**

Impact	affected
Sequence Number	263077136
Enquirer Id	3773447
Activity	Subdivision
Job Number	51504650
User Reference	Services Identification
Message	Just enquiring to check underground service for a sellers disclosure statement

**Site Details:**

Address	69 Willow Rd Redbank Plains QLD 4301
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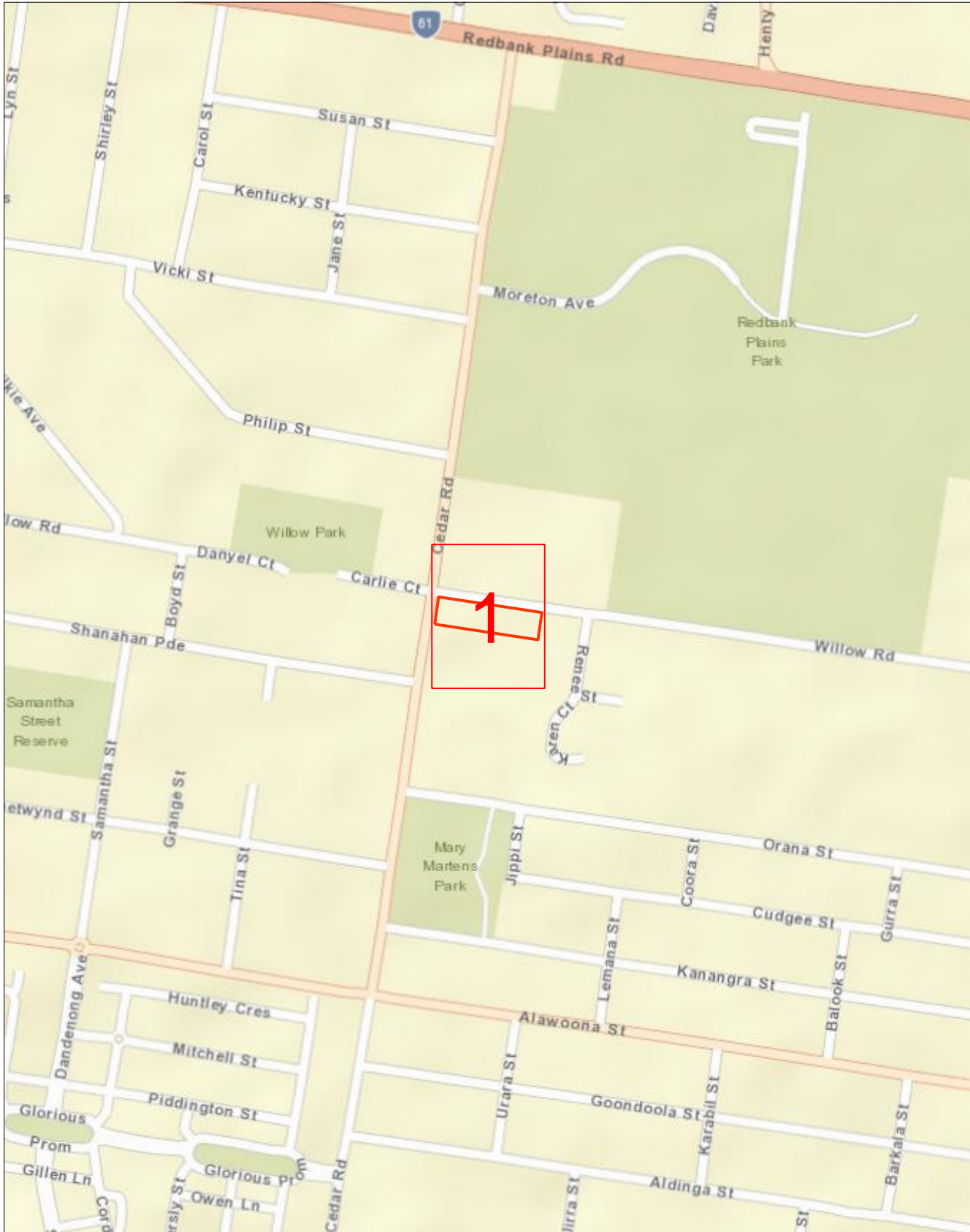
**Enquirers Details:**

Contact	Sam Salter
Company	onefin
Email	sam.slater@onefin.net.au
Phone	+61427232146
Address	631-647 Stanley Street Woolloongabba QLD 4102

APA Group

Site 69 Willow Rd  
Address: Redbank Plains  
QLD 4301

Sequence 263077136  
Number:



Scale 1: 6000

Map Sources: Esri, Garmin, HERE, FAO, NOAA, USGS,  
© OpenStreetMap contributors, and the GIS User Community

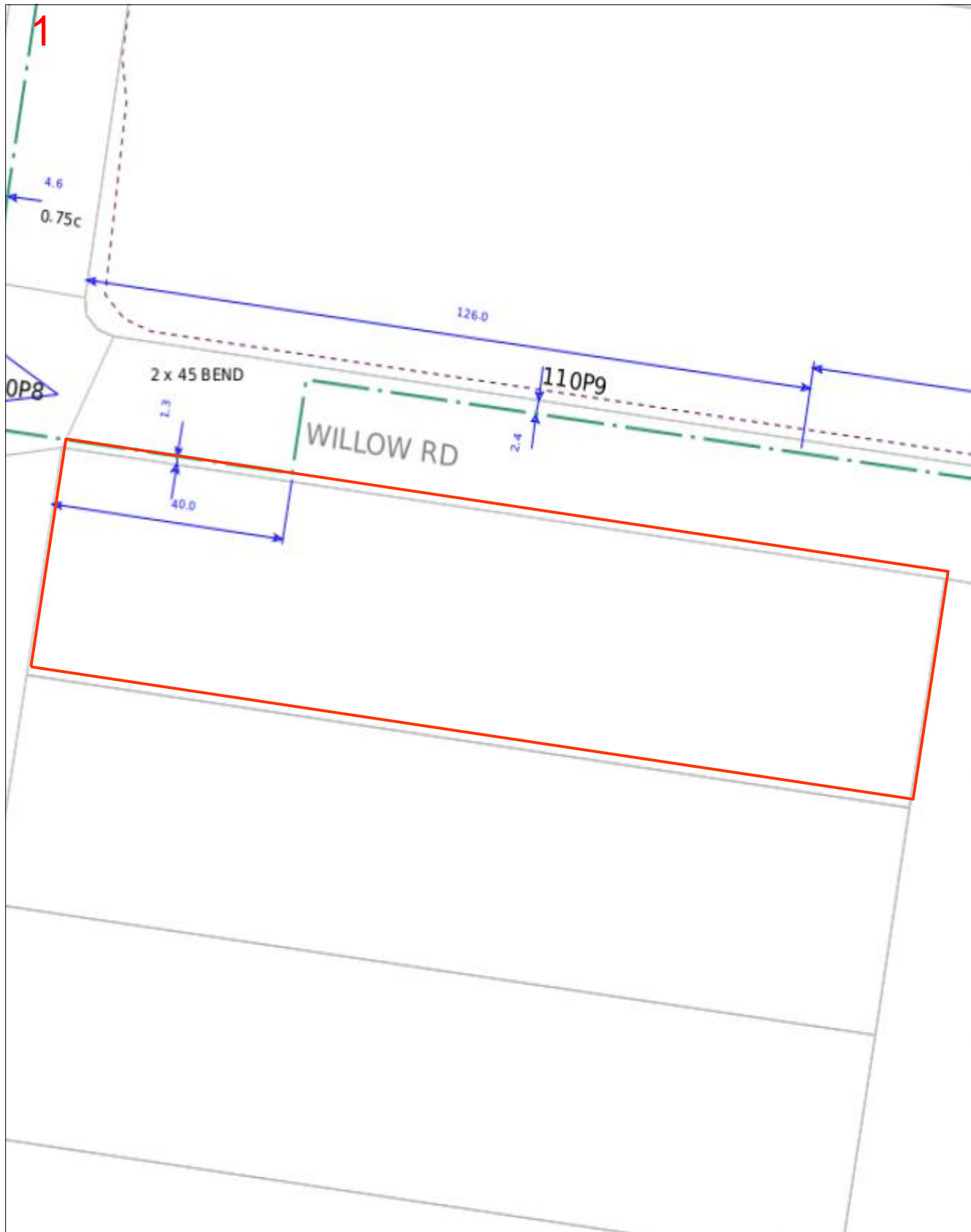


Enquiry Area



Map Key Area





Scale 1: 700

Map Sources: Esri, Garmin, HERE, FAO, NOAA, USGS,  
© OpenStreetMap contributors, and the GIS User Community


























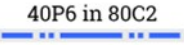

Enquiry Area



Map Key Area



## Legend

<p><b>Pipe</b></p> <p>Low pressure </p> <p>Medium pressure </p> <p>High pressure </p> <p>Transmission pressure </p> <p>Critical main (behind pipe) </p> <p>Proposed (pressure by colour) </p> <p>LPG (pressure by colour) </p> <p>Hydrogen blended (pressure by colour) </p> <p>Abandoned </p> <p>Idle/inactive </p> <p>Sleeve </p> <p>Casing (behind pipe) </p>	<p><b>Pipe code and material</b></p> <p>C* (for example, C2) Cast iron</p> <p>CU Copper</p> <p>N2 Nylon</p> <p>P* Polyethylene (PE)</p> <p>P3 Polyvinyl chloride (PVC)</p> <p>P6, P7, P9–P12 Medium density PE</p> <p>P2, P4, P8 High density PE</p> <p>S* Steel</p> <p>W2 Wrought galv iron</p> <p>W3 PE coat wrought galv iron</p>	<p><b>Object</b></p> <p>Valve </p> <p>Buried valve </p> <p>Regulator </p> <p>Gas supplied = yes </p> <p>CP rectifier terminal </p> <p>CP test station </p> <p>CP anode </p> <p>CP bond wire </p> <p>Syphon </p> <p>Trace wire point </p>
<p><b>Area</b></p> <p>BYDA area of interest </p>	<p><b>Abbreviation</b></p> <p>BoK Back of kerb</p> <p>C Depth of cover</p> <p>CP Cathodic protection</p> <p>FoK Front of kerb</p> <p>Galv Galvanized</p> <p>NTI Not tied in</p>	
<p><b>Example</b></p>		
<p><b>Pipe</b></p> <p> 40 mm high pressure medium density poly in an 80 mm cast iron casing</p> <p> 63 mm medium pressure steel</p>	<p><b>Pipe code</b></p> <p>Pipe diameter in millimetres is shown before pipe code.</p> <p>40P6 = 40 mm nominal diameter</p>	<p><i>This map was created in colour and should be printed in colour</i></p>

**Referral**  
263077134

**Member Phone**  
13 12 53

## Responses from this member

**Response received** Thu 23 Oct 2025 12.18pm

<b>File name</b>	<b>Page</b>
Response Body	57
263077134 - Energex Plan.pdf	60
Energex BYDA Terms and Conditions.pdf	64
Working Near Overhead and Underground Electric Lines.pdf	69

# Assets found

## Before You Dig Australia (BYDA) Request

**Please DO NOT SEND A REPLY to this email as it has been automatically generated and replies are not monitored.**

The attached Plan details ENERGEX's Assets in relation to Your nominated search area.

Ensure You read and understand the important notes outlined below.

<b>You:</b>	<b>BYDA Enquiry No:</b>
Sam Salter	263077134
<b>Company:</b>	<b>Date of Response:</b>
onefin	23 Oct 2025
<b>Search Location:</b>	<b>Period of Plan Validity:</b>
69 Willow Rd Redbank Plains, QLD 4301	4 Weeks

**External Comments (if any):**

Just enquiring to check underground service for a sellers disclosure statement

**WARNING: When working in the vicinity of Energex's Assets You have a legal Duty of Care that must be observed.**

**It is important that You note:**

1. Immediately report life threatening emergencies to Emergency Services on **000** or to ENERGEX on **13 19 62**.
2. Please read and understand all the information and disclaimers provided - including the Terms and Conditions on the attached pages.
3. We have only searched the area which has been nominated in the request. If this nominated area is not what You require, please resubmit another enquiry with BYDA.
4. Plans provided by ENERGEX are only an indication of the presence of underground Assets within the nominated area. Locations provided are approximate and the plans are not suitable for scaling purposes, as exact ground cover and alignments cannot be provided. You must confirm the exact location of Assets by use of an electronic cable locator followed by careful, non-mechanical excavation (i.e. potholing).
5. Plans provided by ENERGEX do not encompass ENERGEX's overhead Assets.
6. ENERGEX, its servants or agents shall not be liable for any loss or damage caused or occasioned by the use of plans and details supplied pursuant to the BYDA Request and You agree to indemnify ENERGEX against any claim or demand for any such loss or damage to You, Your servants or Your agents.

7. You are responsible for any damage to underground Assets caused by works pursuant to or in any way connected with this BYDA Request.
8. In addition to underground cables marked on attached plan, there could be underground earth conductors, underground substation earth conductors, Multiple Earthed Networks (MEN) conductors, Single Wire Earth Return (SWER) Substation Earth Conductors, Air Break Switch (ABS) Earth Mats or Consumer Mains in the vicinity or private underground cables (inc. consumers' mains that may run from ENERGEX mains onto private property) in the vicinity of the nominated work area(s) that are not marked on the plans.
9. Independent underground cable locators can be found by using the "Find a locator" option available within the BYDA enquiry response with LV Cable (up to 1kV), HV Cable (1kV-<33kV) & HV cable (33kV and over) displayed.
10. The ENERGEX Before You Dig Australia (BYDA) information map(s) provide the vicinity of underground cable and will not be adequate for conveyancing purposes. A Request for Search (Property Search) can be arranged through ENERGEX.
11. The attached plans are only valid for a period of four weeks from receipt. If excavation does not commence within four weeks, a new plan should be obtained.
12. The ENERGEX BYDA map (named maps.pdf) may contain shaded area(s), indicating the location of planned work(s). Should You find planned works that You believe may affect Your planned work(s), please contact the ENERGEX BYDA team on the details listed below.
13. ENERGEX may contact You to discuss Your proposed excavation in the vicinity of feeders identified on the attached plan(s).
14. Do not access any Assets, for example, conduits, cables, pits or cabinets.
15. Your work will need to comply with:
  - [Working near overhead and underground electric lines - Electrical safety code of practice 2020](#)
  - [Managing Electrical Risk in Workplace Electrical Safety Code of Practice \(2013\)](#)
  - [Excavation Work Code of Practice \(2021\)](#)

**NOTE:** Where Your proposed work location contains ENERGEX 33kV or greater Underground cables please access the [Energex before you dig Website](#) for more information.

---

General enquiries (7:00am - 5:30pm Mon to Fri) **13 12 53**  
Life threatening emergencies only triple zero (000) or **13 19 62**

---

To re-submit or change the nominated search area please visit [BYDA.com.au](http://BYDA.com.au)

E: [custserve@energex.com.au](mailto:custserve@energex.com.au)

E: [byda@energyg.com.au](mailto:byda@energyg.com.au)

ABN: 40 078 849 055



**Disclaimer:** While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Energex nor PelicanCorp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.

If you are unable to launch any of the files for viewing and printing, you may need to download and install free viewing and printing software such as [Adobe Acrobat Reader \(for PDF files\)](#)













**BYDA**

Sequence: 263077134  
Date: 23/10/2025

Scale: 1:1025  
Tile No: **OVERVIEW**

**LEGEND**

-  Substation
-  Cable Marker
-  Pit
-  Pole
-  Pillar
-  LV Cable (up to 1kV)
-  HV Cable (1kV - <33kV)
-  HV Cable (33kV and over)
-  Pit Boundary
-  Planned Work Area

AS5488 Category "D" Plan



**DISCLAIMER:** While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Energex nor Pelican Corp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.






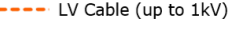
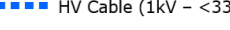
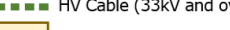
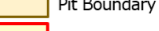
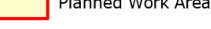


BYDA

Sequence: 263077134  
Date: 23/10/2025

Scale: 1:500  
Tile No: 1

LEGEND

-  Substation
-  Cable Marker
-  Pit
-  Pole
-  Pillar
-  LV Cable (up to 1kV)
-  HV Cable (1kV - <33kV)
-  HV Cable (33kV and over)
-  Pit Boundary
-  Planned Work Area

AS5488 Category "D" Plan



**DISCLAIMER:** While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Energex nor Pelican Corp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.








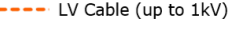
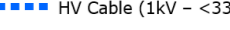
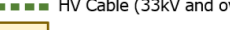
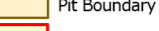
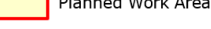


**BYDA**

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Date: 23/10/2025

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Tile No: 2

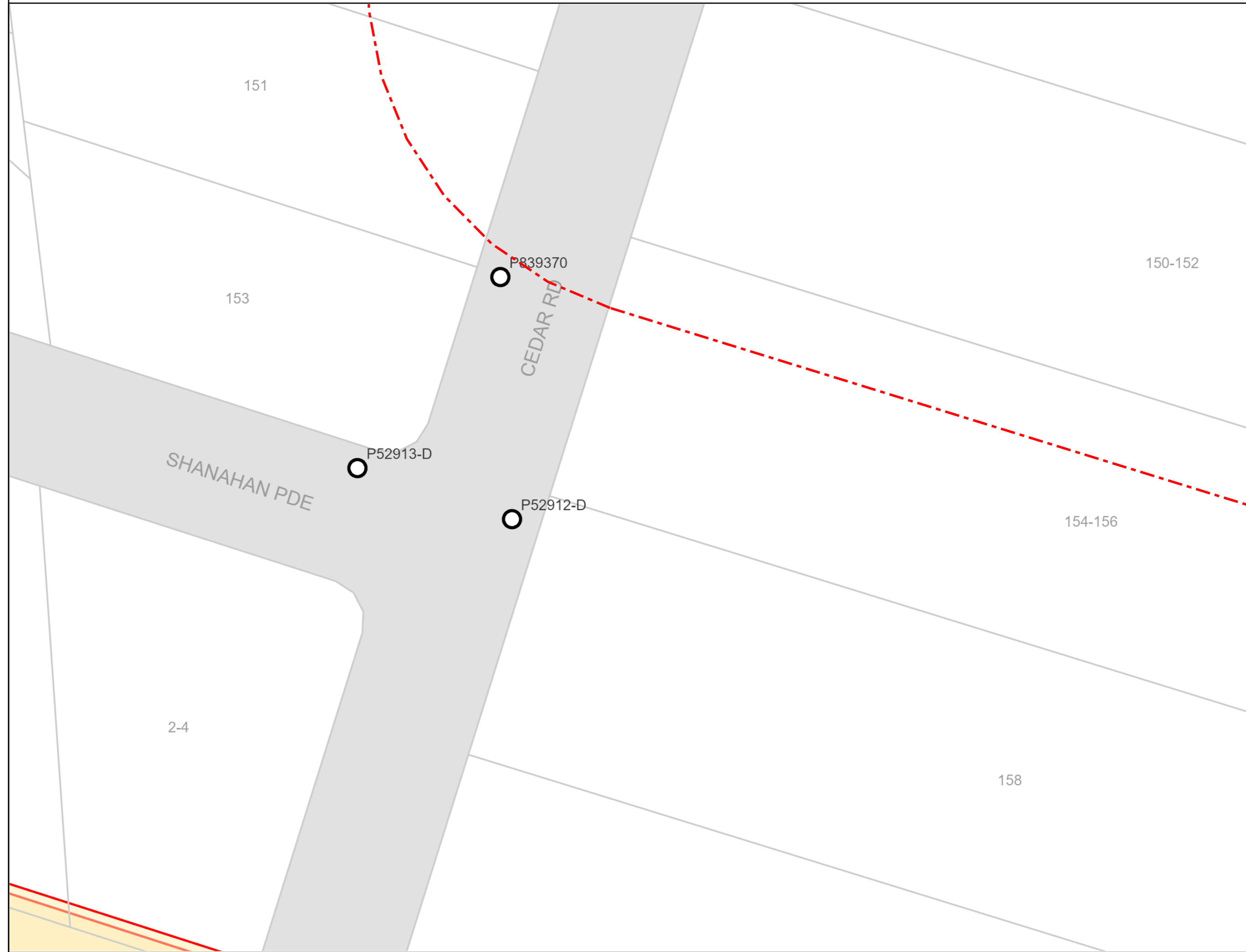
**LEGEND**

-  Substation
-  Cable Marker
-  Pit
-  Pole
-  Pillar
-  LV Cable (up to 1kV)
-  HV Cable (1kV - <33kV)
-  HV Cable (33kV and over)
-  Pit Boundary
-  Planned Work Area

AS5488 Category "D" Plan



**DISCLAIMER:** While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Energex nor Pelican Corp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.






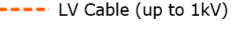
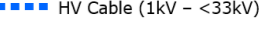
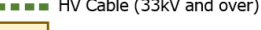
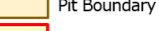
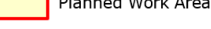




BYDA

Sequence: 263077134  
Date: 23/10/2025  
Scale: 1:500  
Tile No: 3

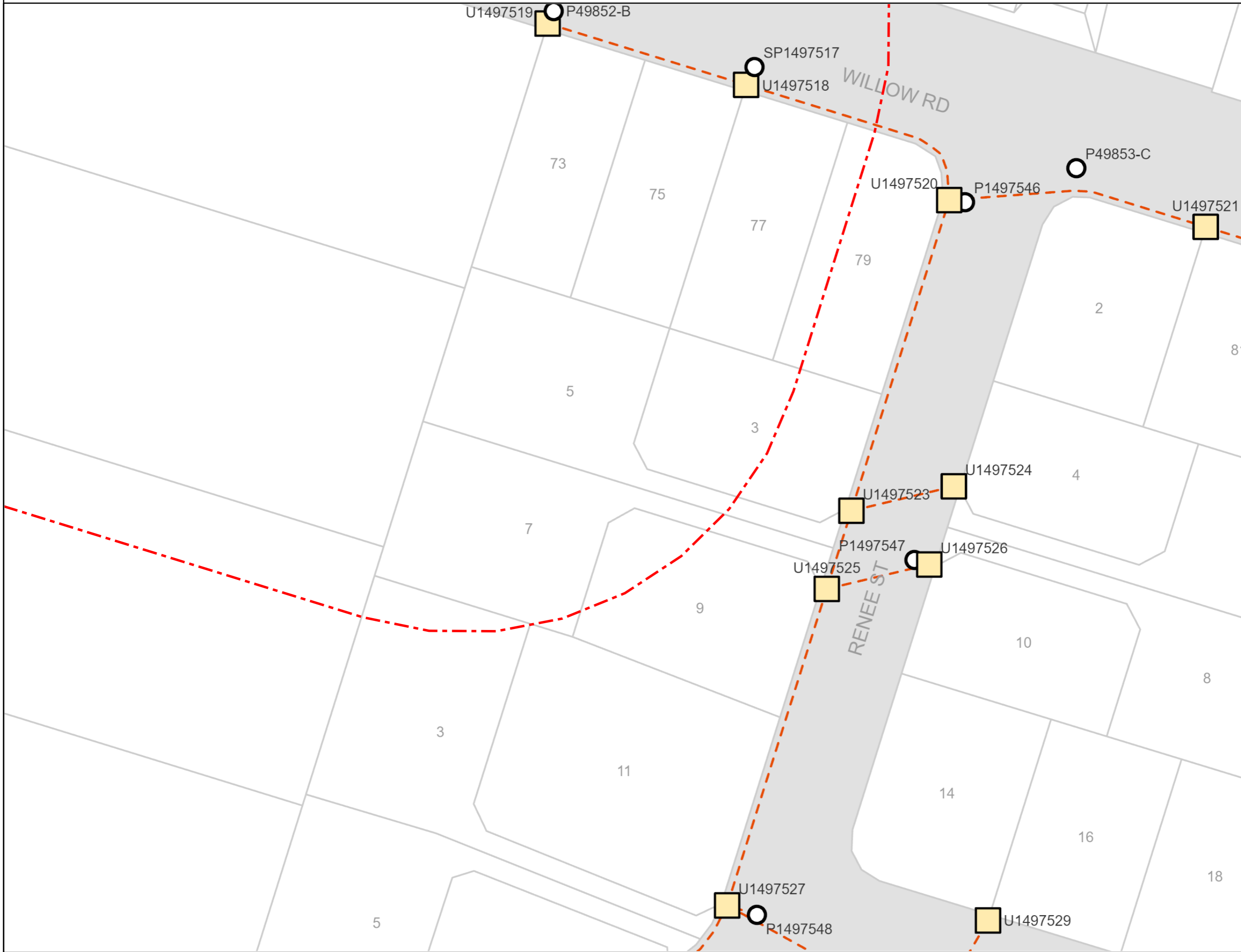
LEGEND

-  Substation
-  Cable Marker
-  Pit
-  Pole
-  Pillar
-  LV Cable (up to 1kV)
-  HV Cable (1kV - <33kV)
-  HV Cable (33kV and over)
-  Pit Boundary
-  Planned Work Area

AS5488 Category "D" Plan



**DISCLAIMER:** While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Energex nor Pelican Corp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.



**Referral**  
263077133

**Member Phone**  
(07) 3810 6666

## Responses from this member

**Response received** Thu 23 Oct 2025 12.16pm

<b>File name</b>	<b>Page</b>
Response Body	98
ASSET 263077133.pdf	99

Attention: **Sam Salter**

Thank you for your Before You Dig (BYDA) enquiry.

Job Number: **51504650**

Sequence Number: **263077133**

Dig Site Location: **69 Willow Rd Redbank Plains QLD 4301**

According to our records, your enquiry with the following details **impacts our infrastructure**. Please ensure that you read the attached documents, it contains important information including essential steps that must be undertaken prior to commencing construction activities.

This enquiry is valid for 30 days from the enquiry date.

If you require further information or assistance with interpretation of plans, please contact Ipswich City Council on (07) 3810 6666 or at [RequestsSpatial@ipswich.qld.gov.au](mailto:RequestsSpatial@ipswich.qld.gov.au).

This enquiry response, including any associated documentation, has been assessed and compiled from the information detailed within the BYDA enquiry outlined above. Please ensure that the BYDA enquiry details and this response accurately reflect your proposed works.

You may also view the response with an interactive web map below:

[View web map](#)

[Download spatial data](#)



**Referral**  
263077130

**Member Phone**  
1800 687 626

## Responses from this member

**Response received** Thu 23 Oct 2025 12.19pm

<b>File name</b>	<b>Page</b>
Response Body	101
263077130_20251023_021852153816_1.pdf	102
4678_NBN_Dial_Before_You_Dig_Poster_20170517.pdf	105
Disclaimer_263077130_20251023_021852153816.pdf	107

Hi Sam Salter,

Please find attached the response to your DBYD referral for the address mentioned in the subject line. The location shown in our DBYD response is assumed based off the information you have provided. If the location shown is different to the location of the excavation then this response will consequently be rendered invalid.

Take the time to read the response carefully and note that this information is only valid for 28 days after the date of issue.

If you have any further enquiries, please do not hesitate to contact us.


Regards,  
Network Services and Operations  
NBN Co Limited  
P: 1800626329  
E: [dbyd@nbnco.com.au](mailto:dbyd@nbnco.com.au)  
[www.nbnco.com.au](http://www.nbnco.com.au)

#### Confidentiality and Privilege Notice

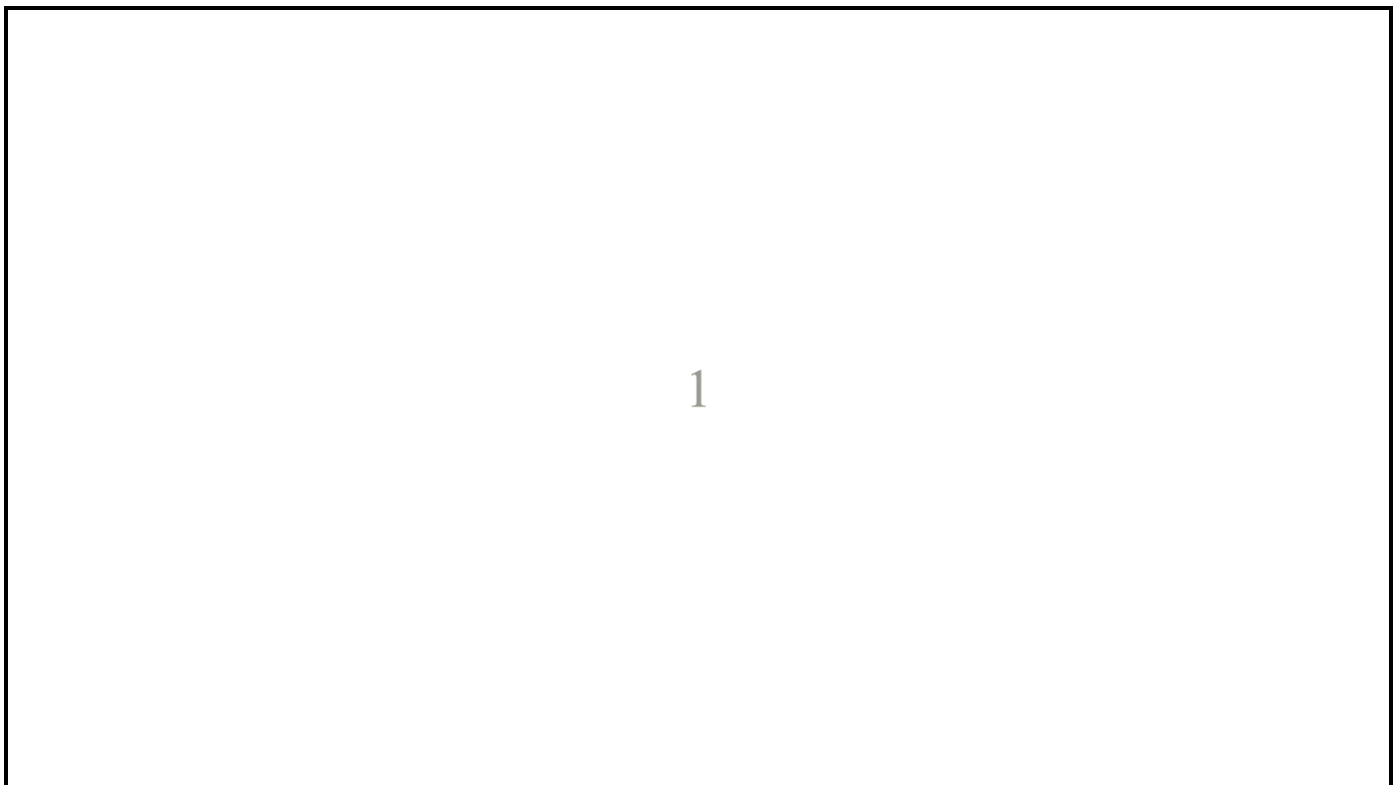
This e-mail is intended only to be read or used by the addressee. It is confidential and may contain legally privileged information. If you are not the addressee indicated in this message (or responsible for delivery of the message to such person), you may not copy or deliver this message to anyone, and you should destroy this message and kindly notify the sender by reply e-mail. Confidentiality and legal privilege are not waived or lost by reason of mistaken delivery to you. Any views expressed in this message are those of the individual sender, except where the sender specifically states them to be the views of NBN Co Limited

Please Do Not Reply To This Mail

**To:** Sam Salter  
**Phone:** Not Supplied  
**Fax:** Not Supplied  
**Email:** sam.slater@onefin.net.au

<b>Dial before you dig Job #:</b>	51504650	 <b>BEFORE YOU DIG</b> www.byda.com.au Zero Damage - Zero Harm
<b>Sequence #</b>	263077130	
<b>Issue Date:</b>	23/10/2025	
<b>Location:</b>	69 Willow Rd , Redbank Plains , QLD , 4301	

**Indicative Plans are tiled below to demonstrate how to layout and read nbn asset plans**

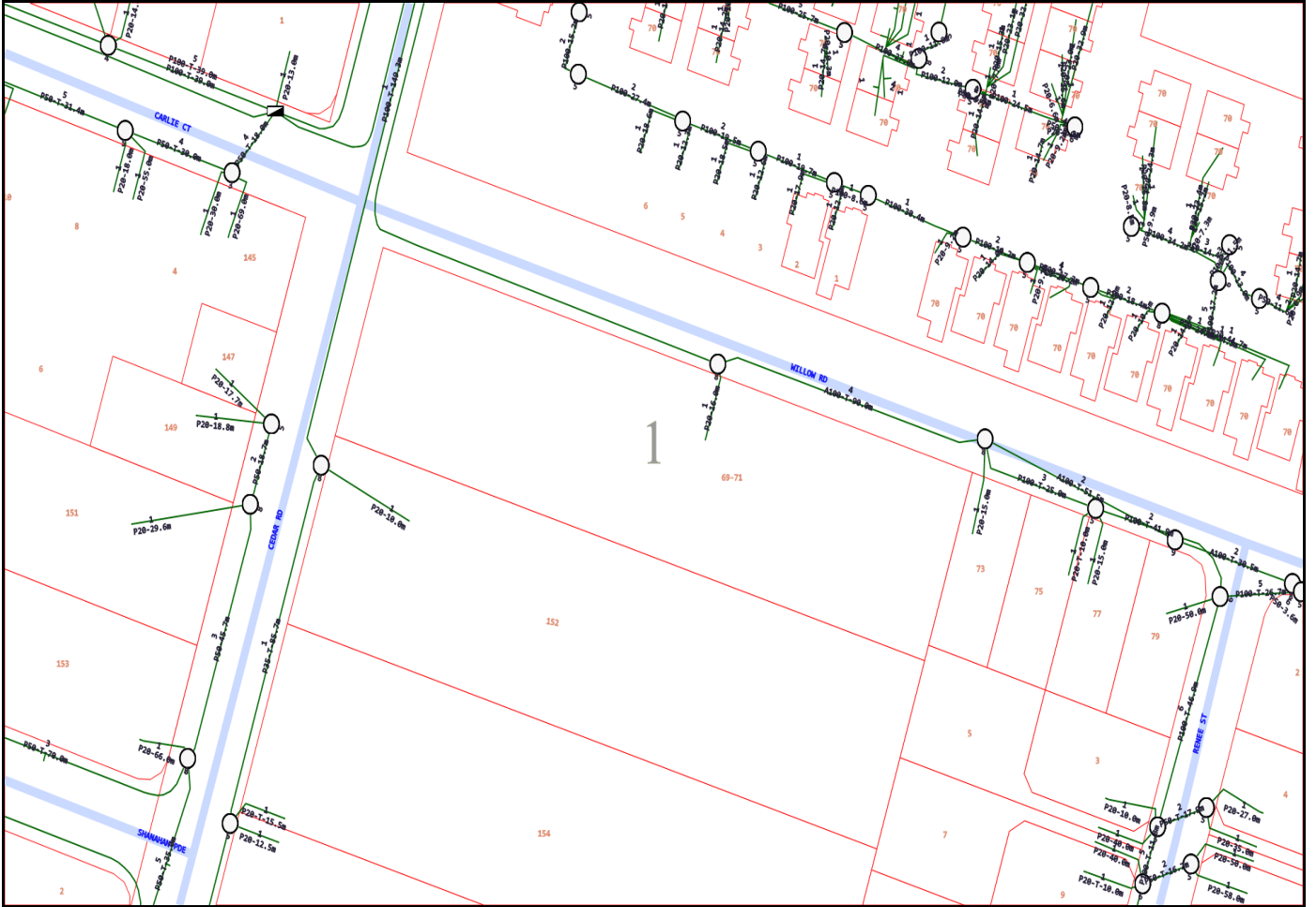




## LEGEND




	Parcel and the location
	Pit with size "5"
	Power Pit with size "2E". Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null.
	Manhole
	Pillar
	Cable count of trench is 2. One "Other size" PVC conduit (PO) owned by Telstra (-T-), between pits of sizes, "5" and "9" are 25.0m apart. One 40mm PVC conduit (P40) owned by NBN, between pits of sizes, "5" and "9" are 20.0m apart.
	2 Direct buried cables between pits of sizes, "5" and "9" are 10.0m apart.
	Trench containing any <b>INSERVICE/CONSTRUCTED</b> (Copper/RF/Fibre) cables.
	Trench containing only <b>DESIGNED/PLANNED</b> (Copper/RF/Fibre/Power) cables.
	Trench containing any <b>INSERVICE/CONSTRUCTED</b> (Power) cables.
	Road and the street name "Broadway ST"
Scale	 Meters 1:2000 1 cm equals 20 m



## Emergency Contacts

You must immediately report any damage to the **nbn**™ network that you are/become aware of. Notification may be by telephone - 1800 626 329.

**To:** Sam Salter  
**Phone:** Not Supplied  
**Fax:** Not Supplied  
**Email:** sam.slater@onefin.net.au

<b>Before You Dig Australia Job #:</b>	51504650	 <b>BEFORE YOU DIG</b> www.byda.com.au Zero Damage - Zero Harm
<b>Sequence #</b>	263077130	
<b>Issue Date:</b>	23/10/2025	
<b>Location:</b>	69 Willow Rd , Redbank Plains , QLD , 4301	

## Information

The area of interest requested by you contains one or more assets.

<b>nbn™ Assets</b>	<b>Search Results</b>
<b>Communications</b>	Asset identified
<b>Electricity</b>	No assets

In this notice **nbn™ Facilities** means *underground fibre optic, telecommunications and/or power facilities, including but not limited to cables, owned and controlled by nbn™*

## Location of nbn™ Underground Assets

We thank you for your enquiry. In relation to your enquiry at the above address:

- **nbn's** records indicate that there **ARE nbn™** Facilities in the vicinity of the location identified above ("Location").
- **nbn** indicative plan/s are attached with this notice ("Indicative Plans").
- The Indicative Plan/s show general depth and alignment information only and are not an exact, scale or accurate depiction of the location, depth and alignment of **nbn™** Facilities shown on the Plan/s.
- In particular, the fact that the Indicative Plans show that a facility is installed in a straight line, or at uniform depth along its length cannot be relied upon as evidence that the facility is, in fact, installed in a straight line or at uniform depth.
- You should read the Indicative Plans in conjunction with this notice and in particular, the notes below.
- You should note that, at the present time, the Indicative Plans are likely to be more accurate in showing location of fibre optics and telecommunications cables than power cables. There may be a variation between the line depicted on the Indicative Plans and the location of any power cables. As such, consistent with the notes below, particular care must be taken by you to make your own enquiries and investigations to precisely locate any power cables and manage the risk arising from such cables accordingly.
- The information contained in the Indicative Plan/s is valid for 28 days from the date of issue set out above. You are expected to make your own inquiries and perform your own investigations (including engaging appropriately qualified plant locators, e.g BYDA Certified Locators, at your cost to locate **nbn™** Facilities during any activities you carry out on site).

We thank you for your enquiry and appreciate your continued use of the Before You Dig Australia Service. For any enquiries related to moving assets or Planning and Design activities, please visit the [nbn Commercial Works](#) website to complete the online application form. If you are planning to excavate and require further information, please email [dbyd@nbnco.com.au](mailto:dbyd@nbnco.com.au) or call 1800 626 329.

#### Notes:

1. You are now aware that there are **nbn™** Facilities in the vicinity of the above property that could be damaged as a result activities carried out (or proposed to be carried out) by you in the vicinity of the Location.
2. You should have regard to section 474.6 and 474.7 of the *Criminal Code Act 1995* (CoA) which deals with the consequences of interfering or tampering with a telecommunications facility. Only persons authorised by **nbn** can interact with **nbn's** network facilities.
3. Any information provided is valid only for **28 days** from the date of issue set out above.

## Referral Conditions

The following are conditions on which **nbn** provides you with the Indicative Plans. By accepting the plans, you are agreeing to these conditions. These conditions are in addition, and not in replacement of, any duties and obligations you have under applicable law.

1. **nbn** does not accept any responsibility for any inaccuracies of its plans including the Indicative Plans. You are expected to make your own inquiries and perform your own investigations (including engaging appropriately qualified plant locators, e.g BYDA Certified Locators, at your cost to locate **nbn™** Facilities during any activities you carry out on site).
2. You acknowledge that **nbn** has specifically notified you above that the Indicative Plans are likely to be more accurate in showing location of fibre optics and telecommunications cables than power cables. There may be a variation between the line depicted on the Indicative Plans and the location of any power cables.
3. You should not assume that **nbn™** Facilities follow straight lines or are installed at uniformed depths

along their lengths, even if they are indicated on plans provided to you. Careful onsite investigations are essential to locate the exact position of cables.

4. In carrying out any works in the vicinity of **nbn**™ Facilities, you must maintain the following minimum clearances:
  - 300mm when laying assets inline, horizontally or vertically.
  - 500mm when operating vibrating equipment, for example: jackhammers or vibrating plates.
  - 1000mm when operating mechanical excavators.
  - Adherence to clearances as directed by other asset owner's instructions and take into account any uncertainty for power cables.
5. You are aware that there are inherent risks and dangers associated with carrying out work in the vicinity of underground facilities (such as **nbn**™ fibre optic, copper and coaxial cables, and power cable feed to **nbn**™ assets). Damage to underground electric cables may result in:
  - Injury from electric shock or severe burns, with the possibility of death.
  - Interruption of the electricity supply to wide areas of the city.
  - Damage to your excavating plant.
  - Responsibility for the cost of repairs.
6. You must take all reasonable precautions to avoid damaging **nbn**™ Facilities. These precautions may include but not limited to the following:
  - All excavation sites should be examined for underground cables by careful hand excavation. Cable cover slabs if present must not be disturbed. Hand excavation needs to be undertaken with extreme care to minimise the likelihood of damage to the cable, for example: the blades of hand equipment should be aligned parallel to the line of the cable rather than digging across the cable.
  - If any undisclosed underground cables are located, notify **nbn** immediately.
  - All personnel must be properly briefed, particularly those associated with the use of earth-moving equipment, trenching, boring and pneumatic equipment.
  - The safety of the public and other workers must be ensured.
  - All excavations must be undertaken in accordance with all relevant legislation and regulations.
7. You will be responsible for all damage to **nbn**™ Facilities that are connected whether directly, or indirectly with work you carry out (or work that is carried out for you or on your behalf) at the Location. This will include, without limitation, all losses expenses incurred by **nbn** as a result of any such damage.
8. You must immediately report any damage to the **nbn**™ network that you are/become aware of. Notification may be by telephone - 1800 626 329.
9. Except to the extent that liability may not be capable of lawful exclusion, **nbn** and its servants and agents and the related bodies corporate of **nbn** and their servants and agents shall be under no liability whatsoever to any person for any loss or damage (including indirect or consequential loss or damage) however caused (including, without limitation, breach of contract negligence and/or breach of statute) which may be suffered or incurred from or in connection with this information sheet or any plans (including Indicative Plans) attached hereto. Except as expressly provided to the contrary in this information sheet or the attached plans (including Indicative Plans), all terms, conditions, warranties, undertakings or representations (whether expressed or implied) are excluded to the fullest extent permitted by law.

All works undertaken shall be in accordance with all relevant legislations, acts and regulations applicable to the particular state or territory of the Location. The following table lists all relevant documents that shall be considered and adhered to.

State/Territory	Documents
<b>National</b>	Work Health and Safety Act 2011
	Work Health and Safety Regulations 2011
	Safe Work Australia - Working in the Vicinity of Overhead and Underground Electric Lines (Draft)

	Occupational Health and Safety Act 1991
<b>NSW</b>	Electricity Supply Act 1995
	Work Cover NSW - Work Near Underground Assets Guide
	Work Cover NSW - Excavation Work: Code of Practice
<b>VIC</b>	Electricity Safety Act 1998
	Electricity Safety (Network Asset) Regulations 1999
<b>QLD</b>	Electrical Safety Act 2002
	Code of Practice for Working Near Exposed Live Parts
<b>SA</b>	Electricity Act 1996
<b>TAS</b>	Tasmanian Electricity Supply Industry Act 1995
<b>WA</b>	Electricity Act 1945
	Electricity Regulations 1947
<b>NT</b>	Electricity Reform Act 2005
	Electricity Reform (Safety and Technical) Regulations 2005
<b>ACT</b>	Electricity Act 1971

Thank You,

**nbn BYDA**

Date: 23/10/2025

This document is provided for information purposes only. This document is subject to the information classification set out on this page. If no information classification has been included, this document must be treated as UNCLASSIFIED, SENSITIVE and must not be disclosed other than with the consent of nbn co. The recipient (including third parties) must make and rely on their own inquiries as to the currency, accuracy and completeness of the information contained herein and must not use this document other than with the consent of nbn co.

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**Referral**  
263077132

**Member Phone**  
1300 137 800

## Responses from this member

**Response received** Thu 23 Oct 2025 12.18pm

<b>File name</b>	<b>Page</b>
Response Body	112
263077132 - OptiComm Plan.pdf	113
263077132 - OptiComm Response letter.pdf	114
OptiComm - Duty of Care.pdf	115

ATTENTION: Sam Salter

Please DO NOT SEND A REPLY to this email as it has been automatically generated and replies are not monitored.

Thank you for your DBYD enquiry.

Job No: 51504650

Sequence No: 263077132

Enquiry location:

69 Willow Rd

Redbank Plains

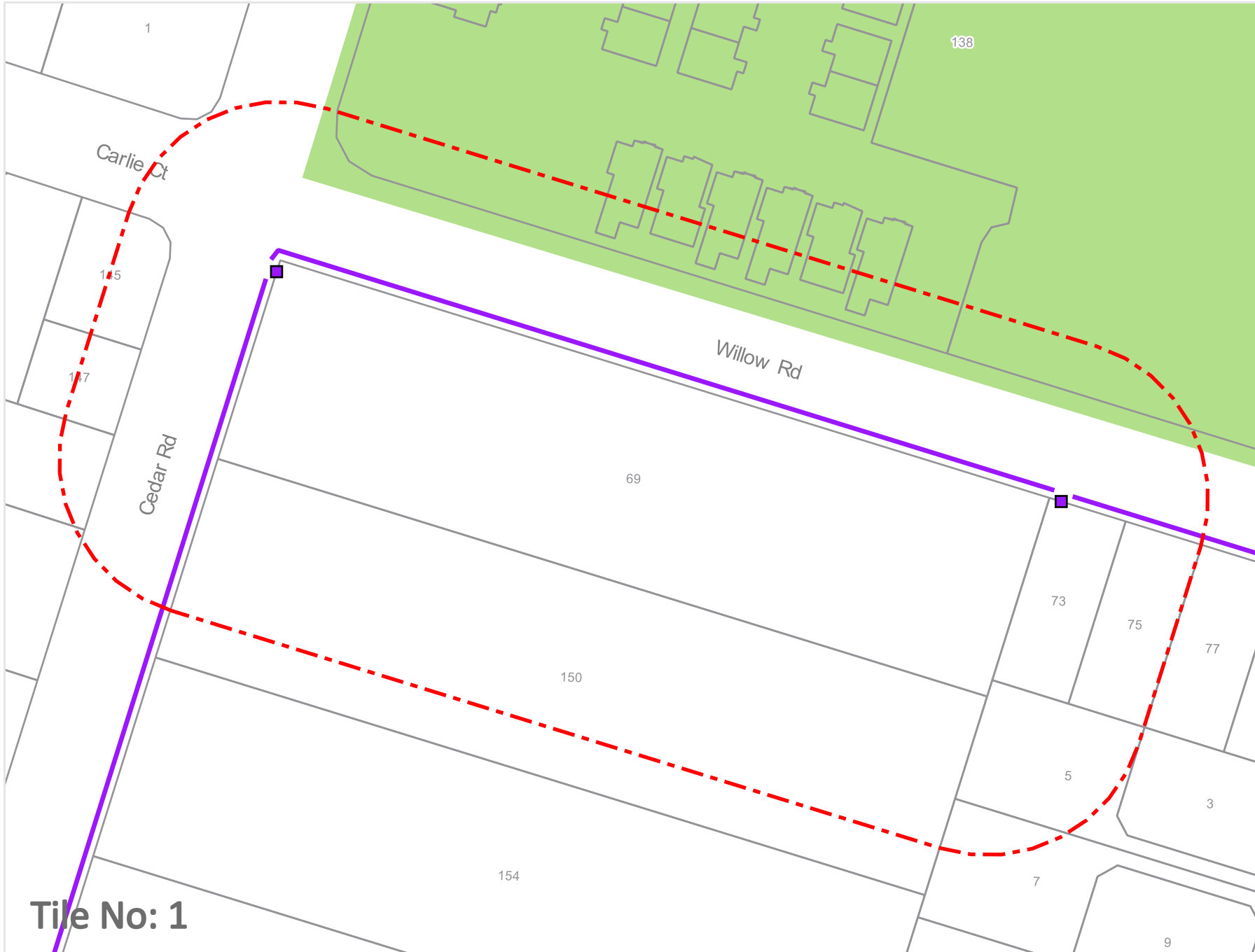
QLD 4301

Attached are the files containing information relating to your recent DBYD request. Please read and understand all the attached documentation. If you have any queries, you may contact OptiComm on 1300 743 462 or [DBYD@OptiComm.net.au](mailto:DBYD@OptiComm.net.au).

Note: If you have received this email in error, please advise by calling 1300 743 462 and quote the Sequence Number listed above.

If you are unable to launch any of the files for viewing and printing, you may need to download and install free viewing and printing software such as:

Adobe Acrobat Reader (for PDF files) - <http://get.adobe.com/reader>



Legend  
 Pit  
 Pipe



Scale: 1:1000  
 Expires: 20 Nov 2025

**DISCLAIMER:** While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither OptiComm nor PelicanCorp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.

Tile No: 1

## Response Cover Letter

OptiComm  
Level 1/22 Salmon Street  
Port Melbourne  
VIC 3207

---

Date: 23/10/2025

To:  
Sam Salter  
onefin  
631-647 Stanley Street  
Woolloongabba QLD 4102

Please find attached our response regarding your enquiry (as detailed below). Ensure you review all other documents included with this response to identify any OptiComm assets in the vicinity of your enquiry.

**Sequence No:** 263077132

**Job No:** 51504650

**Location:** 69 Willow Rd  
Redbank Plains QLD 4301

If you require further information, please contact the OptiComm on 1300 743 462 or [DBYD@OptiComm.net.au](mailto:DBYD@OptiComm.net.au)

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**Important Notice:** This enquiry response, including any associated documentation, has been assessed and compiled from the information detailed within the DBYD enquiry outlined above. Please ensure that the DBYD enquiry details and this response accurately reflect your proposed works.

This response is intended for use only by the addressee. If you have received the enquiry response in error, please let us know by telephone and delete all copies; you are advised that copying, distributing, disclosing or otherwise acting in reliance on the response is expressly prohibited.

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**The Essential First Step.**

While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither OptiComm nor PelicanCorp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.

## Duty of Care

Our plans indicate that OptiComm owns or operates telecommunications network infrastructure within the area that you have enquired about.

The indicative location of the infrastructure can be found on OptiComm's attached network plan.

**This network is vital to OptiComm's operations. It is therefore critical that no works commence within the area of OptiComm's infrastructure until you have put in place measures to locate and prevent damage to OptiComm's infrastructure. This is particularly important regarding underground infrastructure as you will need to locate the exact position of the infrastructure before commencing work.**

When working in areas containing telecommunications infrastructure you have a legal obligation to take all necessary steps to avoid damage to the infrastructure, this is referred to as your 'duty of care'.

It is the responsibility of the owner of the affected land and any person undertaking work on the land to perform the work in a manner that minimises the likelihood of damage to the existing infrastructure, including visually locating underground infrastructure such as cables and ducts by hand digging or using non-destructive methods such as water jet excavation where construction may interfere with OptiComm's underground infrastructure.

If you are uncertain about the exact location of underground infrastructure, we strongly recommend that you engage a plant locator.

OptiComm will seek compensation for any damage to its network through negligence or ignorance of your duty of care to avoid damage to our infrastructure.

**DISCLAIMER:** No responsibility or liability is accepted by OptiComm for any inaccuracy, error, omission or action based on the information supplied in this correspondence. OptiComm's network plans indicate the presence of telecommunications infrastructure in the general vicinity of the location shown, however they are not intended to be exact. The depth of ground cover, alignments, roads, paths and title boundaries can change over time. Underground cables and ducts seldom follow straight lines because of issues that arise during installation. It is therefore important that careful and regular visual location of underground infrastructure is carried out along the length of cable and duct routes and adjacent to cable and duct routes to avoid damage.

Due to continued network expansion, this network information can only be considered valid and accurate for 28 days from its issue.

**Referral**

**263077135**

**Member Phone**

**13 26 57**

## Responses from this member

**Response received** Thu 23 Oct 2025 12.18pm

**File name**

**Page**

Response Body

117

263077135 - Urban Utilities Plan.pdf

119

Urban Utilities Important Information.pdf

120



GPO Box 2765  
Brisbane QLD 4001

Date: 23 Oct 2025

## Before You Dig Australia Response

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**Please DO NOT SEND A REPLY to this email as it has been automatically generated and replies are not monitored.**

Dear Sam Salter

We appreciate your diligence in contacting the Before You Dig Australia service (**BYDA**) prior to engaging in work or activities which may affect the water and sewerage infrastructure of Urban Utilities.

<b>Job Number:</b>	51504650
<b>Sequence Number:</b>	263077135
<b>Enquiry Date:</b>	23/10/2025 1:16:00 PM
<b>Enquiry Location:</b>	69 Willow Rd Redbank Plains QLD 4301

**WARNING: When working in the vicinity of Urban Utilities' assets you have a legal *Duty of Care* that must be observed.**

**Our records indicate the presence of infrastructure owned by Urban Utilities within your nominated search area, as shown on the attached plan.**

Please note that you may be liable for any loss or damage to our infrastructure which is caused by any works or activities which you undertake over or near such infrastructure. Additionally, your works or activities may conflict with other works scheduled in your nominated search area. To avoid any unnecessary impacts, before any undertaking you must obtain the following approvals:

- And/or a Urban Utilities Network Access Permit for self assessable works or activities that are within two metres of our infrastructure (refer to [Urban Utilities Network Access Permit Webpage](#))
- Either a Build Over Asset (BOA) Approval for assessable building works undertaken within specified distances of our infrastructure (refer to [DHPW BOA Factsheet](#))

We have provided additional information about your responsibilities in relation to our infrastructure in the Important Information sheet attached to this letter. By accessing BYDA to obtain our records about our infrastructure, you warrant that you have read the sheet and agree to the terms and conditions set out therein.

For further enquiries or assistance with interpretation of plans and search content please contact our BYDA Support Team by email [networkaccess@urbanutilities.com.au](mailto:networkaccess@urbanutilities.com.au). Alternatively, you can write to us at Urban Utilities, PO Box 2765, Brisbane QLD 4001.

Thank you for taking the time to consult the BYDA service.

Yours sincerely

Before You Dig Australia Support Team  
**Urban Utilities**  
[networkaccess@urbanutilities.com.au](mailto:networkaccess@urbanutilities.com.au)

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To best manage the risk of damage and liability, we recommend that you engage the services of a [BYDA Certified Locator](#)

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### Important Notice

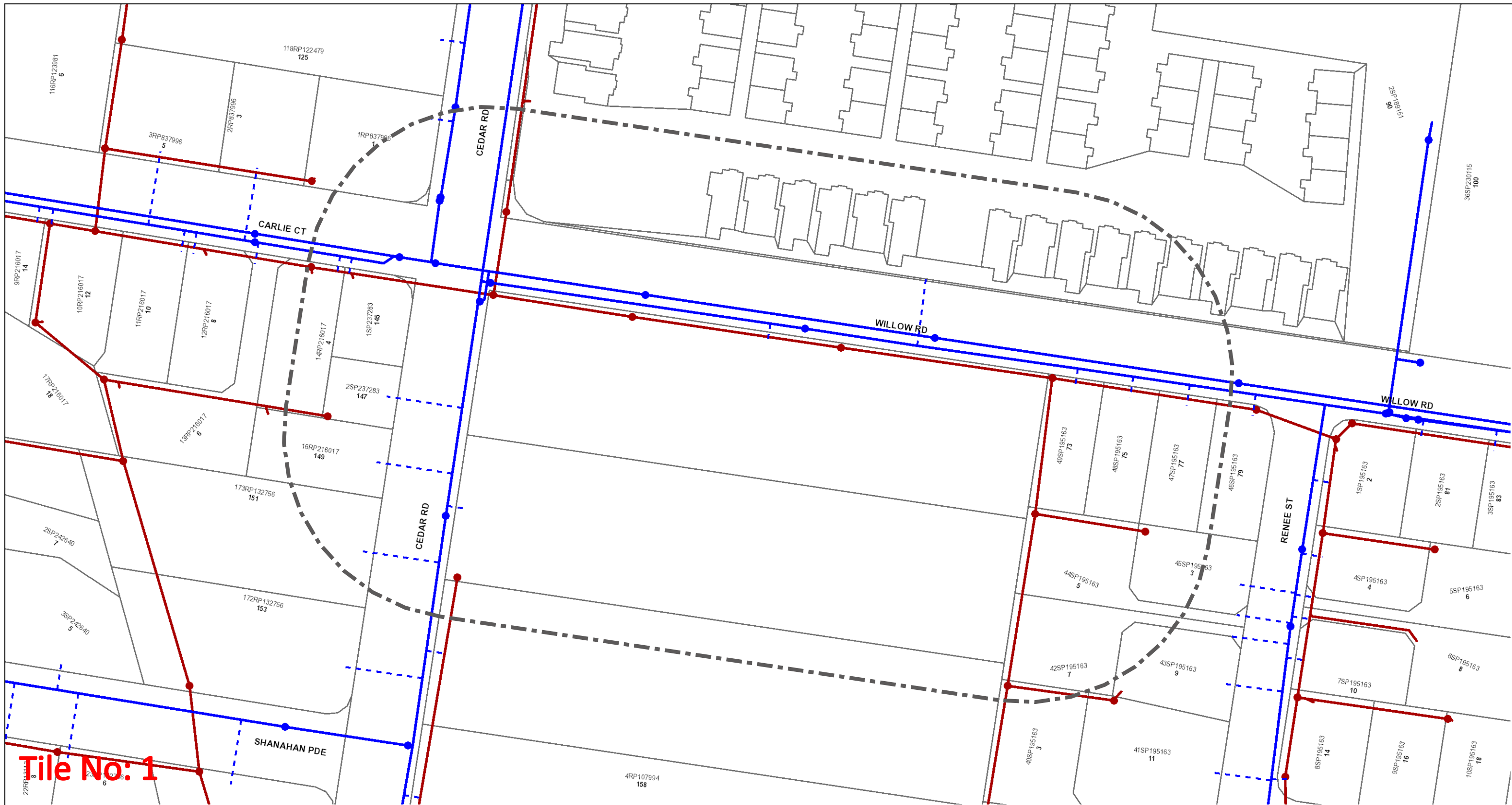
This enquiry response, including any associated documentation, has been assessed and compiled from the information detailed within the BYDA enquiry outlined above. **Please ensure that the BYDA enquiry details and this response accurately reflect your proposed works.**

This response is intended for use only by the addressee. If you have received the enquiry response in error, please let us know by telephone and delete all copies; you are advised that copying, distributing, disclosing or otherwise acting in reliance on the response is expressly prohibited.


**Disclaimer:** While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Urban Utilities nor PelicanCorp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.

If you are unable to launch any of the files for viewing and printing, you may need to download and install free viewing and printing software such as [Adobe Acrobat Reader \(for PDF files\)](#).

# Urban Utilities - Water, Recycled Water and Sewer Infrastructure



Tile No: 1

 <p><b>UrbanUtilities</b></p> <p>N</p> <p>Map Scale 1:1000</p>	<p><b>Before You Dig Australia- Urban Utilities Water, Recycled Water and Sewer Infrastructure</b></p> <p><b>BYDA Reference No: 263077135</b></p> <p>Date BYDA Ref Received: 23/10/2025 Date BYDA Job to Commence: 29/10/2025 Date BYDA Map Produced: 22/10/2025</p> <p>This Map is valid for 30 days      Produced By: Urban Utilities</p>	<table border="0"> <tr> <td data-bbox="979 1701 1261 2005"> <p><b>Sewer</b></p> <ul style="list-style-type: none"> <li>● Infrastructure</li> <li>◆ Major Infrastructure</li> <li>— Network Pipelines</li> <li>▨ Network Structures</li> </ul> </td> <td data-bbox="1261 1701 1632 2005"> <p><b>Water</b></p> <ul style="list-style-type: none"> <li>● Infrastructure</li> <li>◆ Major Infrastructure</li> <li>— Network Pipelines</li> <li>▨ Network Structures</li> <li>- - - Water Service (Indicative only)</li> </ul> </td> <td data-bbox="1632 1701 1944 2005"> <p><b>Recycled Water</b></p> <ul style="list-style-type: none"> <li>● Infrastructure</li> <li>◆ Major Infrastructure</li> <li>— Network Pipelines</li> <li>▨ Network Structures</li> </ul> </td> </tr> </table>	<p><b>Sewer</b></p> <ul style="list-style-type: none"> <li>● Infrastructure</li> <li>◆ Major Infrastructure</li> <li>— Network Pipelines</li> <li>▨ Network Structures</li> </ul>	<p><b>Water</b></p> <ul style="list-style-type: none"> <li>● Infrastructure</li> <li>◆ Major Infrastructure</li> <li>— Network Pipelines</li> <li>▨ Network Structures</li> <li>- - - Water Service (Indicative only)</li> </ul>	<p><b>Recycled Water</b></p> <ul style="list-style-type: none"> <li>● Infrastructure</li> <li>◆ Major Infrastructure</li> <li>— Network Pipelines</li> <li>▨ Network Structures</li> </ul>	<p>While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Urban Utilities nor PelicanCorp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.</p> <p>The plans are indicative and approximate only and provided without warranties of any kind, express or implied including in relation to accuracy, completeness, correctness, currency or fitness for purpose.</p> <p>Urban Utilities takes no responsibility and accepts no liability for any loss, damage, costs or liability that may be incurred by any person acting in reliance on the information provided on the plans.</p> <p>This plan should be used as guide only. Any dimensions should be confirmed on site by the relevant authority.</p> <p>Based on or contains data provided by the State of Queensland (Department of Natural Resources and Mines) [2020]. In consideration of the State permitting the use of this data you acknowledge and agree that the State gives no warranty in relation to the data (including accuracy, liability in negligence) for any loss, damage or costs (including consequential damage) relating to any use of the data. Data must not be used for direct marketing or be used in breach of the privacy laws. © State of Queensland Department of Natural Resources and Mines [2020]</p> <p>For further information, please call Urban Utilities on 13 26 57 (8am-6pm weekdays). Faults and emergencies 13 23 64 (24/7). <a href="http://www.urbanutilities.com.au">www.urbanutilities.com.au</a></p> <p style="text-align: right;">ABN 86 673 835 011</p>
<p><b>Sewer</b></p> <ul style="list-style-type: none"> <li>● Infrastructure</li> <li>◆ Major Infrastructure</li> <li>— Network Pipelines</li> <li>▨ Network Structures</li> </ul>	<p><b>Water</b></p> <ul style="list-style-type: none"> <li>● Infrastructure</li> <li>◆ Major Infrastructure</li> <li>— Network Pipelines</li> <li>▨ Network Structures</li> <li>- - - Water Service (Indicative only)</li> </ul>	<p><b>Recycled Water</b></p> <ul style="list-style-type: none"> <li>● Infrastructure</li> <li>◆ Major Infrastructure</li> <li>— Network Pipelines</li> <li>▨ Network Structures</li> </ul>				

## Important Information

### **Disclaimer**

All Urban Utilities' records, data and information supplied via BYDA ("**Data**") is **indicative** only. You agree that any Data supplied to you has been or will be provided only for your convenience and has not been and will not be relied upon by you for any purpose.

You also agree that Urban Utilities does not assume any responsibility or duty of care in respect of, or warrant, guarantee or make any representation as to the Data (including its accuracy, reliability, currency or suitability).

Because the location of Urban Utilities' infrastructure shown on the Data is approximate only, you must first physically locate the infrastructure by utilising relevant site detection methodologies prior to performing any works or undertaking any activities near or adjacent to infrastructure. Possible site detection methodologies include hand digging, potholing, trenching and/or probing. You are solely responsible for the selection of appropriate site detection methodologies at all times.

To the fullest extent permitted by law, Urban Utilities will not be liable to you in contract, tort, equity, under statute or otherwise arising from or in connection with the provision of any Data to you via BYDA.

### **Compliance with laws**

There may be both indicated and unmarked hazards, dangers or encumbrances, including underground asbestos pipes and abandoned mains within your nominated search area. You are solely responsible for ensuring that appropriate care is taken at all times and that you comply with all mandatory requirements relating to such matters, including in relation to workplace health and safety.

### **Damaged Infrastructure**

Please note that it is an offence under Section 192 of the *Water Supply (Safety and Reliability) Act 2008* to interfere with our infrastructure without Urban Utilities' written consent.

You may be liable to Urban Utilities for any loss of or damage to our infrastructure, together with any consequential or indirect loss or damage (including without limitation, loss of use, loss of profits or loss of revenue) arising from or in connection with any interference with Urban Utilities' infrastructure by you or any other person for which you are legally responsible.

Any damage to Urban Utilities' Infrastructure must be reported immediately to the (24 Hours) Faults and Emergencies Team on 13 23 64.

### **Links**

Technical Standards: <https://urbanutilities.com.au/development/help-and-advice/standards-and-guidelines>

### **Copyright**

All Data is copyright.

**Referral**  
263077138

**Member Phone**  
1800 653 935

## Responses from this member

**Response received** Thu 23 Oct 2025 12.24pm

<b>File name</b>	<b>Page</b>
Response Body	122
263077138.pdf	125
AccreditedPlantLocators 2025-09-16a.pdf	127
Telstra Duty of Care v33.0a.pdf	128
Telstra Map Legend v4_0c.pdf	130

**Attention:** Sam Salter

**Site Location:** 69 Willow Rd, Redbank Plains, QLD 4301




**Your Job Reference:** Services Identification

**Please do not reply to this email, this is an automated message -**



Important - this site is within or in the vicinity of a **RED IMPORTED FIRE ANT RESTRICTED AREA**. Movement controls apply. Penalties of up to \$220,000 for individuals and \$1.1 million for corporations may apply. Call **13 25 23** or visit [www.daff.qld.gov.au/fireants](http://www.daff.qld.gov.au/fireants) for further information.

Thank you for requesting Telstra information via Before You Dig Australia (BYDA). This response contains Telstra Information relating to your recent request.



 Accredited Plant Locator	General Contact Information including applications required to view Cable Plans - DWF & PDF
 Telstra Duty of Care V32	Your responsibility and Legal requirements working near Telstra's Assets
 Telstra Map Legend 4.0	Common Symbols on Cable Plans and Safe Clearance distances when working near Telstra Assets





Please note:

When working in the vicinity of telecommunications plant you have a 'Duty of Care' that must be observed.

Ensure you read all documents (attached) - they contain important information.

In particular please read and familiarise yourself with the Before you Dig Australia - BEST PRACTISE GUIDES and The five Ps of safe excavation <https://www.byda.com.au/before-you-dig/best-practice-guides/>, as these documents set out the essential steps that must be undertaken prior to commencing construction activities.

 Best practice guides and the five P's of safe excavation	These are the essential steps to be undertaken prior to commencing construction activities	Essential Steps : <a href="#">Link</a> 5 P's: <a href="#">Link</a>
	We highly recommend using certified locators where possible.	CERTLOC : <a href="#">Link</a>

 <p><b>1800 653 935</b></p> <p>Telstra Plan Services</p>	<p>Whenever in doubt please contact this number for Telstra BYDA map related enquiries email <a href="mailto:Telstra.Plans@team.telstra.com">Telstra.Plans@team.telstra.com</a></p>	<p>Note: that Telstra plans are only valid for <b>60</b> days from the date of issue</p>
 <p>How to Report Damage to Telstra Equipment</p>	<p>If you think you have damaged Telstra Assets, please Report it ASAP.</p>	<p>Call: <b>13 22 03</b></p> <p>Report Online: <a href="#">Link</a></p>
	<p>It is a criminal offence under the 'Criminal code act 1995' to tamper or interfere with Telecommunications infrastructure. Telstra will take action to recover compensation for the damage caused to property and assets, and for interference with the operation of Telstra's networks and customer service.</p>	
	<p>Telstra plans contain confidential information and are provided on the basis that they are used solely for identifying location or vicinity of Telstra's infrastructure to avoid damage to this infrastructure occurring as part of any digging or other excavation activity. You must not use Telstra's plans for any other purpose or in a way that will cause loss or damage. You must comply with any other terms of access to the data that have been provided by you by Telstra (including conditions of use or access).</p>	

**WARNING - MAJOR CABLES and/or OPTIC FIBRE IN THE AREA.**  
**Phone 1800 653 935 for further assistance.**

Note: In some areas Telstra fibre routes may be marked as "Amcom", as Telstra has purchased much of this infrastructure. If in doubt, please contact Telstra Plan services on the number above. Telstra plans and information are only valid for 60 days from the date of issue.

**WARNING:**  
Telstra plans and location information conform to Quality Level 'D' of the Australian Standard AS 5488 - Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing them. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy. Further on site investigation is required to validate the exact location of Telstra assets prior to commencing work. A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the assets are protected during construction works. See the **Before You Dig Australia - BEST PRACTISE GUIDES and The five Ps of safe excavation** <https://www.byda.com.au/before-you-dig/best-practice-guides/>.

Please note that:

- it is a criminal offence under the *Criminal Code Act 1995* (Cth) to tamper or interfere with telecommunications infrastructure.
- Telstra will take action to recover compensation for damage caused to property and assets, and for interference with the operation of Telstra's networks and customers' services.

Telstra's plans contain Telstra's confidential information and are provided on the basis that they are used solely for identifying the location or vicinity of Telstra's infrastructure to avoid damage to this infrastructure occurring as part of any digging or other excavation activity. You must not use Telstra's plans for any other purpose or in a way that will cause Telstra loss or damage and you must comply with any other terms of access to the data that have been provided to you by Telstra (including Conditions of Use or Access).

(See attached file: *Telstra Duty of Care v33.0a.pdf*)

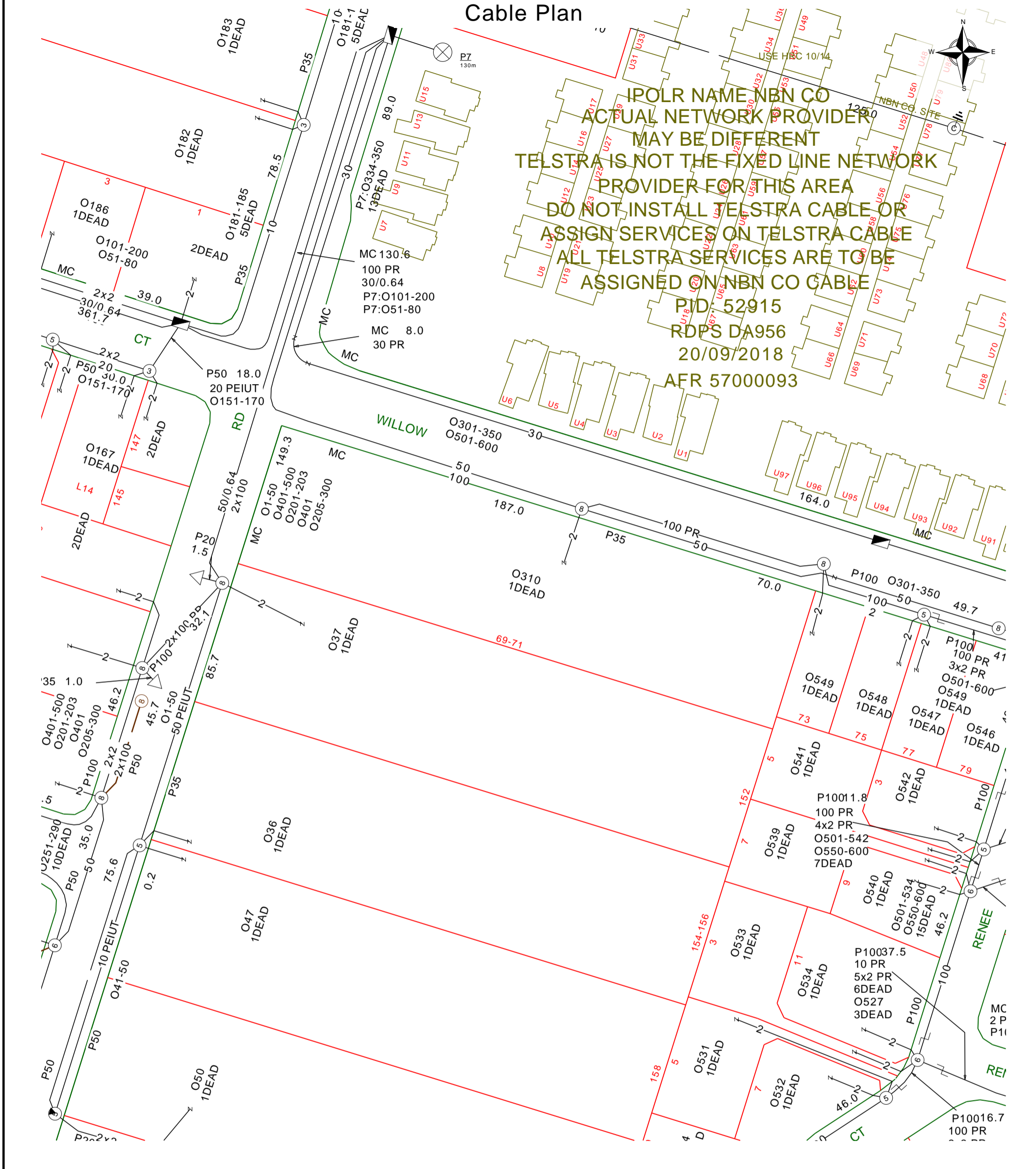
(See attached file: *Telstra Map Legend v4\_0c.pdf*)

*(See attached file: AccreditedPlantLocators 2025-09-16a.pdf)*

*(See attached file: 263077138.pdf)*

# Cable Plan

**I POLR NAME NBN CO**  
**ACTUAL NETWORK PROVIDER**  
**MAY BE DIFFERENT**  
**TELSTRA IS NOT THE FIXED LINE NETWORK**  
**PROVIDER FOR THIS AREA**  
**DO NOT INSTALL TELSTRA CABLE OR**  
**ASSIGN SERVICES ON TELSTRA CABLE**  
**ALL TELSTRA SERVICES ARE TO BE**  
**ASSIGNED ON NBN CO CABLE**  
**PID: 52915**  
**RDPS DA956**  
**20/09/2018**  
**AFR 57000093**



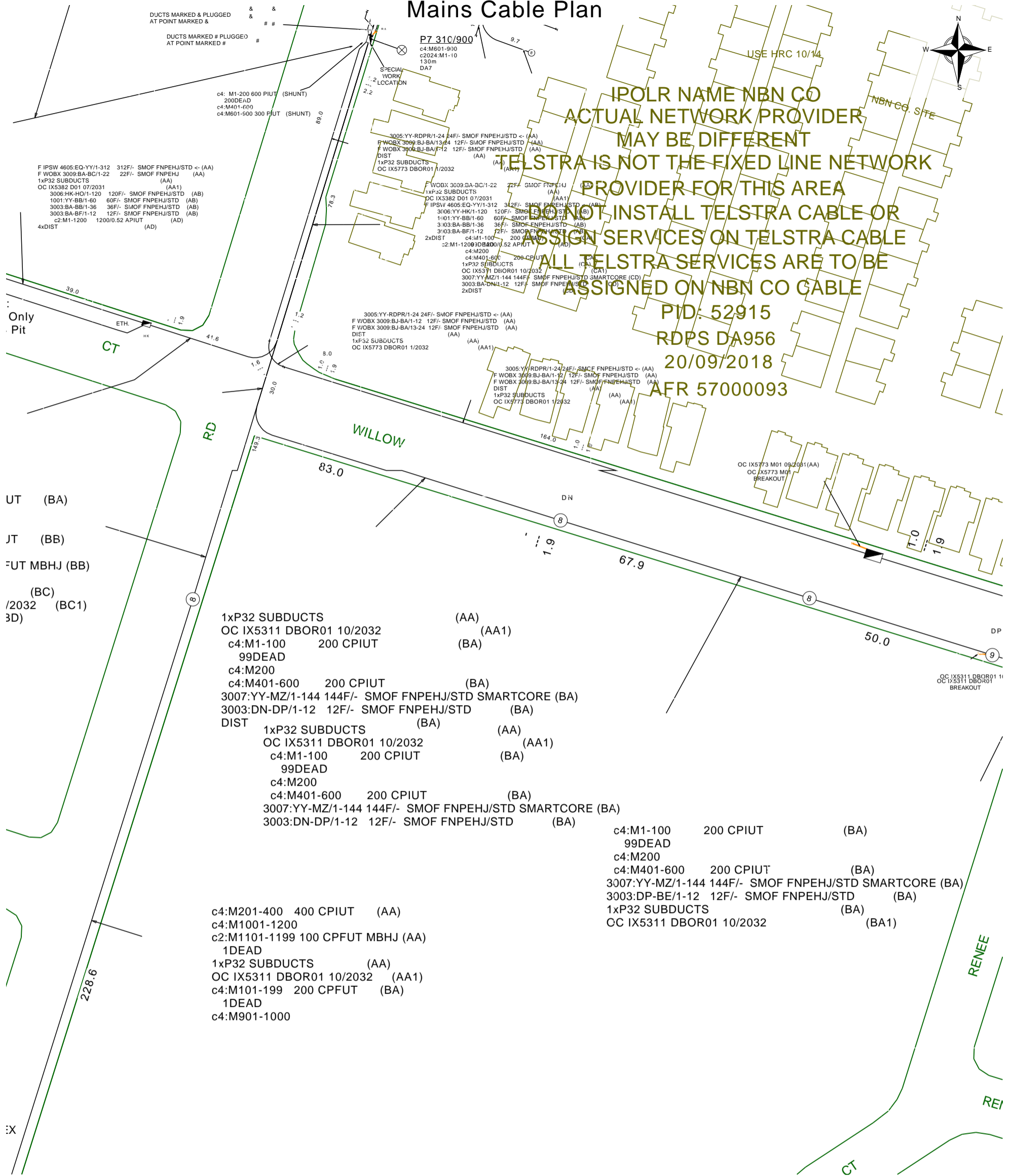

 Report Damage: <https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra/>  
 Ph - 13 22 03  
 Email - Telstra.Plans@team.telstra.com  
 Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries  
**TELSTRA LIMITED A.C.N. 086 174 781**  
 Generated On 23/10/2025 13:21:22

**Sequence Number: 263077138**  
**CAUTION: Fibre optic and/ or major network present in plot area. Please read the Duty of Care and contact Telstra Plan Services should you require any assistance.**

The above plan must be viewed in conjunction with the Mains Cable Plan on the following page

**WARNING**  
 Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing it. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy. Further on site investigation is required to validate the exact location of Telstra plant prior to commencing construction work. A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the asset is protected during construction works.  
 See the Steps- Telstra Duty of Care that was provided in the email response.

# Mains Cable Plan



IPOLR NAME NBN CO  
 ACTUAL NETWORK PROVIDER  
 MAY BE DIFFERENT  
 TELSTRA IS NOT THE FIXED LINE NETWORK  
 PROVIDER FOR THIS AREA  
 DO NOT INSTALL TELSTRA CABLE OR  
 ASSIGN SERVICES ON TELSTRA CABLE  
 ALL TELSTRA SERVICES ARE TO BE  
 ASSIGNED ON NBN CO CABLE  
 PID: 52915  
 RDPS DA956  
 20/09/2018  
 AFR 57000093



Report Damage: <https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra/>  
 Ph - 13 22 03  
 Email - Telstra.Plans@team.telstra.com  
 Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries

Sequence Number: 263077138

TELSTRA LIMITED A.C.N. 086 174 781  
 Generated On 23/10/2025 13:21:23

CAUTION: Fibre optic and/ or major network  
 present in plot area. Please read the Duty of  
 Care and contact Telstra Plan Services should  
 you require any assistance.

The above plan must be viewed in conjunction with the Mains Cable Plan on the following page

**WARNING**  
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See the Steps- Telstra Duty of Care that was provided in the email response.

## General Information



Before you Dig Australia – BEST PRACTISE GUIDES  
<https://www.byda.com.au/before-you-dig/best-practice-guides/>

### OPENING ELECTRONIC MAP ATTACHMENTS –

Telstra Cable Plans are generated automatically in either PDF or DWF file types.  
Dependent on the site address and the size of area selected.  
You may need to download and install free viewing software from the internet e.g.



DWF Map Files (all sizes over A3)  
Autodesk Viewer (Internet Browser) <https://viewer.autodesk.com/> or  
Autodesk Design Review <http://usa.autodesk.com/design-review/> for DWF files.  
(Windows PC)



PDF Map Files (max size A3)  
Adobe Acrobat Reader <http://get.adobe.com/reader/>



Telstra New Connections / Disconnections  
13 22 00



Telstra Protection & Relocation: 1800 810 443 (AEST business hours only).  
[Email](#)  
Telstra Protection & Relocation Fact Sheet: [Link](#)  
Telstra Protection & Relocation Home Page [Link](#)



Telstra Aerial Assets Group (overhead network)  
1800 047 909

### Protect our Network:

by maintaining the following distances from our assets:

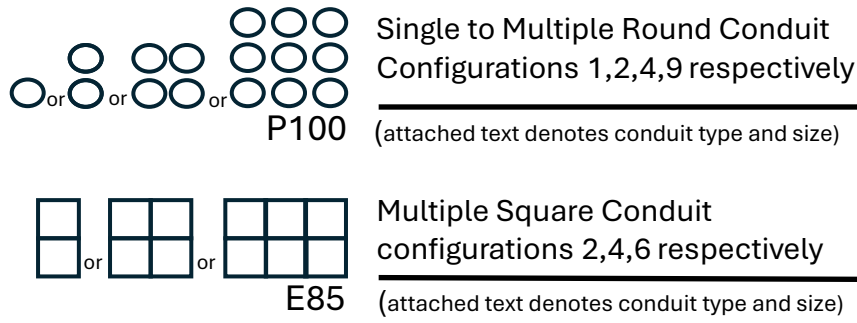
- **1.0m Mechanical Excavators, Farm Ploughing, Tree Removal**
- **500mm Vibrating Plate or Wacker Packer Compactor**
- **600mm Heavy Vehicle Traffic (over 3 tonnes) not to be driven across Telstra ducts or plant.**
- **1.0m Jackhammers/Pneumatic Breakers**
- **2.0m Boring Equipment (in-line, horizontal and vertical)**

For more info contact a [CERTLOC Certified Locating Organisation \(CLO\)](#) or  
Telstra Location Intelligence Team 1800 653 935

# LEGEND



	<b>Lead-in terminates at a Customer Address</b>		Cable Joining Pit Number / Letter indicating Pit type/size
	<b>Exchange</b> Major Cable Present		Elevated Joint (above ground joint on buried cable)
	Pillar / Cabinet Above ground Free Standing		Telstra Plant in shared Utility trench
	Above ground Complex Equipment Please note: Powered by 240v electricity		Aerial cable / or cable on wall
OC	Other Carrier Telecommunication Cable/ Asset. Not Telstra Owned		Aerial cable (attached to joint use Pole e.g., Power Pole)
DIST	Distribution cables in Main Cable Ducts		Marker Post Installed
MC	Main Cable ducts on a Distribution Plan		Buried Transponder
	Blocked or Damaged Duct		Marker Post & Transponder
	Footway Access Chamber (can vary between 1-lid to 12-lid)		Optical Fibre Cable Direct Buried
	NBN Pillar		Direct Buried Cable
	Third Party Owned Network Non-Telstra		nbn owned network



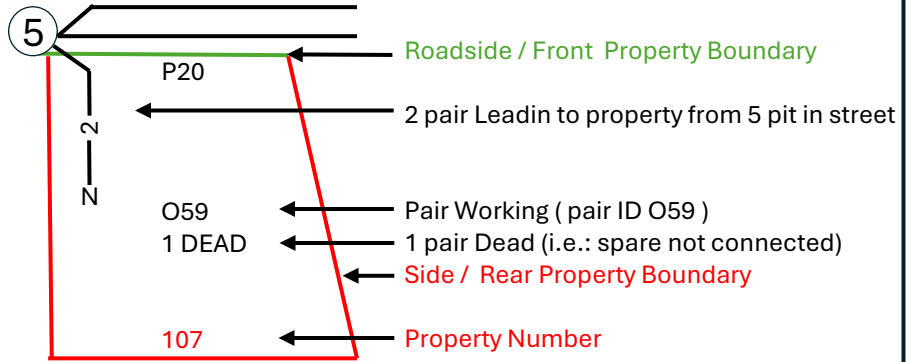
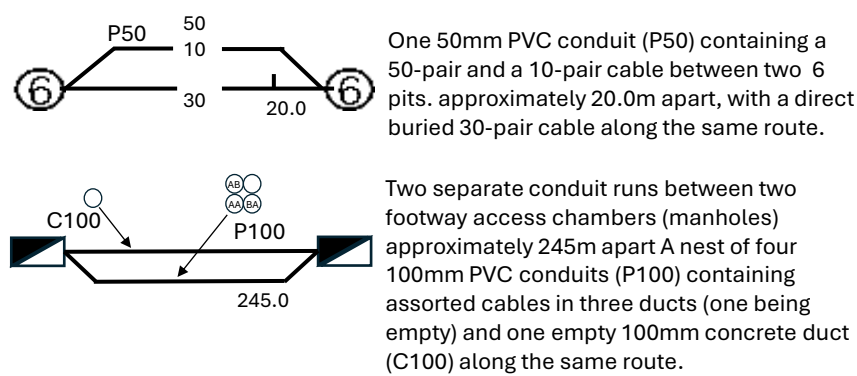
**Some examples of conduit type and size:**

A - Asbestos cement, P - PVC / Plastic, C - Concrete, GI - Galvanised Iron, E - Earthenware

Conduit sizes nominally range from 20mm to 100mm

P50 50mm PVC conduit  
P100 100mm PVC conduit  
A100 100mm asbestos cement conduit

## Some Examples of how to read Telstra Plans



# The 5 Ps of Safe Excavation

<https://www.byda.com.au/before-you-dig/best-practice-guides/>

<h2>Plan</h2> <p>Plan your job. Use the BYDA service at least one day before your job is due to begin, and ensure you have the correct plans and information required to carry out a safe project.</p>	<h2>Prepare</h2> <p>Prepare by communicating with asset owners if you need assistance. Look for clues onsite. Engage a Certified Locator.</p>	<h2>Pothole</h2> <p>Potholing is physically sighting the asset by hand digging or hydro vacuum extraction.</p>	<h2>Protect</h2> <p>Protecting and supporting the exposed infrastructure is the responsibility of the excavator. Always erect safety barriers in areas of risk and enforce exclusion zones.</p>	<h2>Proceed</h2> <p>Only proceed with your excavation work after planning, preparing, potholing (unless prohibited), and having protective measures in place.</p>
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**Referral**  
263077131

**Member Phone**  
0404 010 658

## Responses from this member

**Response received** Thu 23 Oct 2025 12.19pm

<b>File name</b>	<b>Page</b>
Response Body	132
263077131 - Torus Networks Plan.pdf	134
Torus Networks - Important Information.pdf	135



Torus Networks Pty Ltd

33/10 Benson St

Toowong

QLD 4066

Date: 23 Oct 2025

To: Sam Salter

**Please DO NOT SEND A REPLY to this email as it has been automatically generated and replies are not monitored.**

Thank you for your BYDA enquiry (referenced below)—according to our records your enquiry impacts our infrastructure.

Please ensure that you read the attached documentation, as it contains important information including essential steps that must be undertaken prior to commencing your intended activities.

<b>SEQUENCE NO.:</b>	263077131
<b>JOB NO.:</b>	51504650
<b>LOCATION:</b>	69 Willow Rd Redbank Plains QLD 4301

**WARNING: When working in the vicinity of Torus Networks Pty Ltd's assets you have a legal Duty of Care that must be observed.**

If you require further information, please contact Matthew Van Hecke by emailing [matt@torusnetworks.com.au](mailto:matt@torusnetworks.com.au) or by calling [07 3122 3774](tel:0731223774)

To best manage the risk of damage and liability, we recommend that you engage the services of a BYDA Certified Locator

#### Important Notice

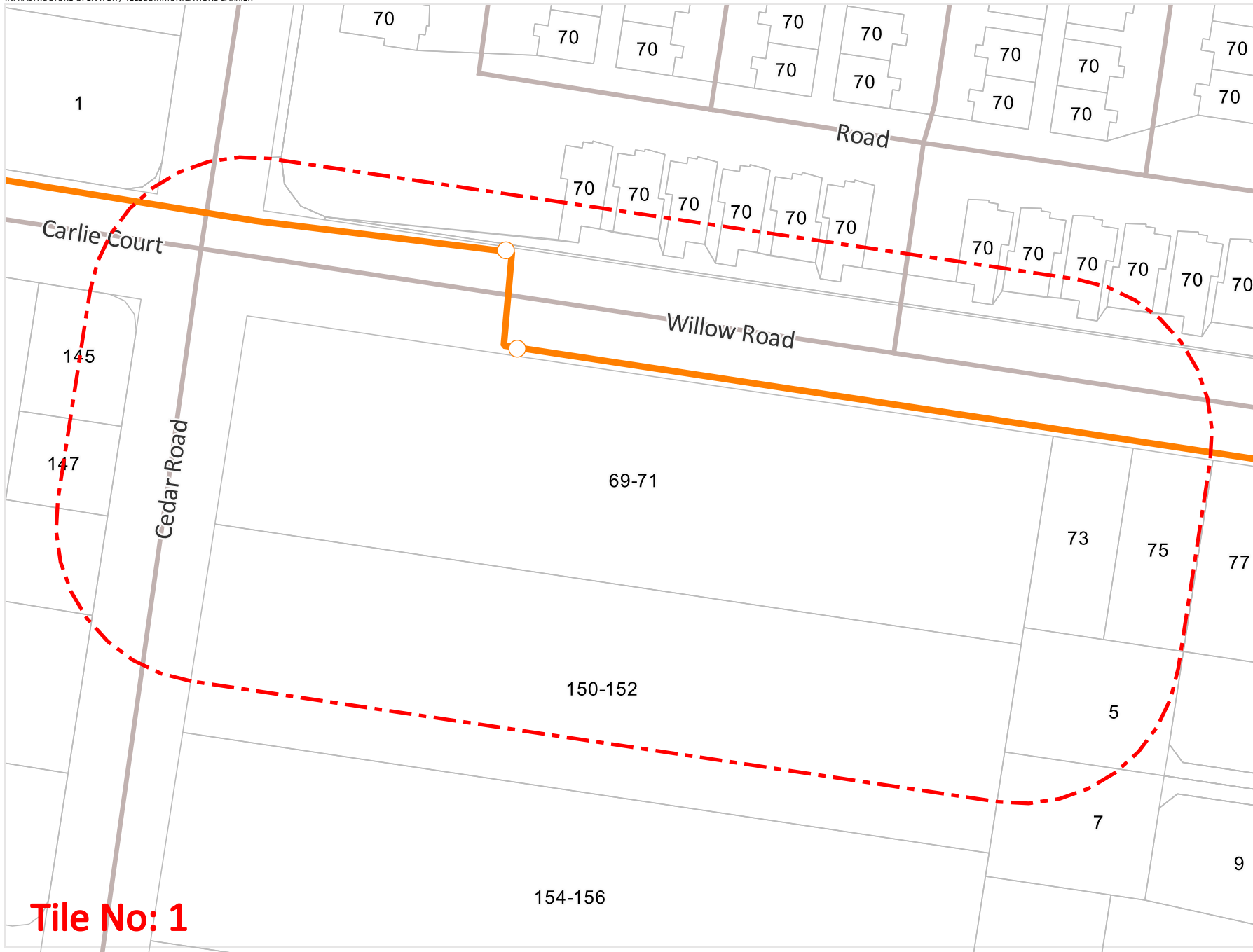
This enquiry response, including any associated documentation, has been assessed and compiled from the information detailed within the BYDA enquiry outlined above. **Please ensure that the BYDA enquiry details and this response accurately reflect your proposed works.**

This response is intended for use only by the addressee. If you have received the enquiry response in error, please let us know by telephone and delete all copies; you are advised that copying, distributing, disclosing or otherwise acting in reliance on the response is expressly prohibited.

**Disclaimer:** While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Torus Networks Pty Ltd nor PelicanCorp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.

If you are unable to launch any of the files for viewing and printing, you may need to download and install free viewing and printing software such as [Adobe Acrobat Reader \(for PDF files\)](#)





### Legend

- Pit
- Fibre Optic Cable / Conduit
- Fibre Optic Cable / Telstra Conduit

**Where Fibre Optic Cable is denoted as being in Telstra conduit, it is critical that no works commence within the area until you have received and appraised the applicable Telstra Duct Plans**



© State of Queensland (Department of Natural Resources, Mines and Energy) 2023



Scale: 1:1000  
Expires: 20 Nov 2025

**DISCLAIMER:** While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Torus Networks nor PelicanCorp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.



**Tile No: 1**

## IMPORTANT INFORMATION

Torus Networks operate third party Telecommunications Network infrastructure—this may include Third-party Infrastructure Owner's and their customers, which are highlighted where applicable on the attached Plan/s.

Plans and sketches supplied by Torus Networks are diagrams only and indicative of the presence of telecommunications infrastructure in the general vicinity of the geographical area shown. Exact ground cover and alignments cannot be given with any certainty and cover may alter over time.

## DUTY OF CARE

When working in the vicinity of telecommunications plant, you have a legal “Duty of Care” that must always be observed. The below details and information must be considered and understood.

It is the responsibility of the constructor to identify and locate infrastructure, pothole underground assets and to safely work around infrastructure without causing damage. Torus Networks (including Third-party Infrastructure Owner's and their customers) will seek compensation for any damage caused to its property and losses caused to Torus Networks and its customers.

**Any damage to Torus Network’s infrastructure must be immediately reported to (07) 3122 3774**

Due to continued network expansion, this network information can only be considered valid and accurate for 28 days from issue.

The table below details the minimum clearance distances that must be maintained between construction activity and Torus Network’s plant. If for any reason these cannot be maintained, please contact the above details to seek consultation on how to resolve the situation.

## ESSENTIAL PRECAUTION & APPROACH DISTANCES

<b>Jackhammers/Pneumatic Breakers</b>	Not within 1.0m of actual validated location.
<b>Vibrating Plate or Wacker Packer Compactor</b>	Not within 0.5m of actual validated location of Torus Networks ducts. 300mm compact clearance cover before compactor can be used across Torus Networks ducts.
<b>Boring Equipment (in-line, horizontal and vertical)</b>	Not within 2.0m of actual validated location. Constructor to hand dig or use non-destructive water jet method (pothole) and expose plant.
<b>Heavy Vehicle Traffic (over 3 tonnes)</b>	Not to be driven across Torus Networks ducts (or plant) with less than 600mm cover. Constructor to check actual depth via hand digging.
<b>Mechanical Excavators, Farm ploughing and Tree Removal</b>	Not within 1.0m of actual validated location. Constructor to hand dig or use non-destructive water jet method (pot-hole) and expose plant.



**Disclaimer:** While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Torus Networks Pty Ltd nor PelicanCorp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.

**Referral**  
263077137

**Member Phone**  
1800 786 306

## Responses from this member

**Response received** Thu 23 Oct 2025 12.16pm

<b>File name</b>	<b>Page</b>
Response Body	137
263077137.pdf	138

Date: 23/10/2025

Enquirer Name: Sam Salter  
Enquirer Address: 631-647 Stanley Street  
Email: sam.slater@onefin.net.au  
Phone: +61427232146

Dear Sam Salter

The following is our response on behalf of each of the TPG carriers (listed below) to your Before You Dig Australia enquiry – Sequence **263077137**

It is provided to you on a confidential basis under the following conditions and must be shredded or securely disposed of after use.

### **Assets Affected: 69 Willow Rd Redbank Plains**

Carriers (each a “TPG carrier”) and assets affected:

PIPE Networks

#### **Location:**

According to our records, the underground assets in the vicinity of the location stated in your enquiry are **AFFECTED**. Please read the below information and disclaimers in addition to the any attached plans provided prior to any construction activities.

#### **IMPORTANT INFORMATION**

- The information provided is valid for 30 days from the date of this response. If your work site area changes or your construction activity is beyond 30 days please contact Before You Dig Australia on 1100 or [www.1100.com.au](http://www.1100.com.au) to re-submit a new enquiry.
- Due to the nature of underground assets and the age of some assets and records, our plans are indicative of the general location only and may not show all assets in the location. You should not solely rely on these plans when undertaking construction works. It is also inaccurate to assume depth or that underground network conduit and cables follow straight lines, and careful on-site investigations are essential to locate an asset's exact position prior to excavation. It is your responsibility to locate and confirm the exact location of our infrastructure using non-destructive techniques. We make no warranty or guarantee that our plans are complete, current or error free, and to the maximum extent permitted by law we exclude all liability to you, your employees, agents and contractors for any loss, damage or claim arising out of or in connection with using our plans.
- Please note that some of our conduits carry electrical cables and gas pipes. Please exercise extreme care when working within the vicinity of these conduit and take into account the minimum clearance distances under Duty Of Care below.
- You (and your employee and contractors) must not open, move, interfere, alter or relocate any of our assets without our prior approval.
- **Note** It is a criminal offence under the *Criminal Code Act 1995 (Cth)* to tamper or interfere with communication facilities owned by a carrier. Heavy penalties may apply for breach of this prohibition, and any damages suffered, or costs incurred by us as a result of such unauthorised works may be claimed against you.

#### **DAMAGE**

- You must report immediately any damage to our network on **1800 786 306** (24hrs). We will hold you liable and seek compensation for any loss or damage to our network, our property and our customers that is caused by or arises out of your activities.

#### **DUTY OF CARE**

You have a duty of care to carefully locate, validate and protect our assets when carrying out works near our infrastructure. For construction activities that may impact on or interfere with our network, you will need to call us on **1800 786 306** to discuss a suitable engineering solution, lead time and cost involved. The below precautions must be taken when working in the vicinity of our network:

- Contact us on **1800 786 306** to discuss and obtain relevant information and plans on our infrastructure in a particular location if the information provided in this response is insufficient.
- Physically locate and mark on-site our network infrastructure using non-destructive techniques i.e. pot holing or hand digging every 5 metres prior to commencing any construction activities. Assets located must be marked to AS5488 standard. **NO CONSTRUCTION WORK IS ALLOWED UNTIL THIS STEP IS COMPLETED.** You must use an approved telecommunications accredited locator, or we can provide a locator for you at your expense. If we provide you with a locator, and this locator attended the site and is proven to be grossly negligent in physically locating and marking our infrastructure, then to the extent any TPG carrier is liable for this locator's negligence, acts and omissions, the total liability aggregated for all TPG carriers is limited, at our option, to attend the site and re-mark the infrastructure or to pay for a third party to re-mark the infrastructure.
- If you require us to locate or monitor our infrastructure, please allow five business days' notice for us to respond.
- Ensure all information, including our network requirements and any associated plans provided by us are kept confidential and remain on-site throughout your construction works.

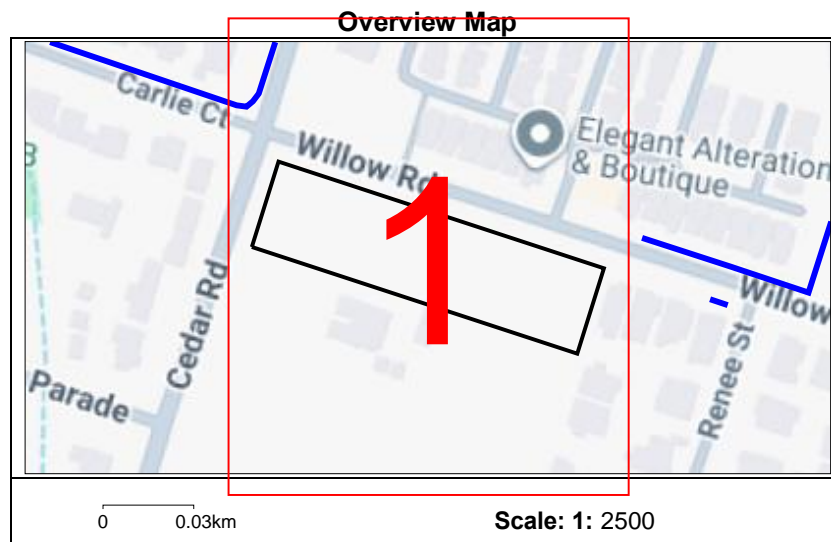
- Use suitably qualified and supervised professionals, particularly if you are working near assets that contain electricity cables or gas pipes.
- Ensure the below minimum clearance distances between the construction activities and the actual location of our assets are met. If you need clearance distances for our above ground assets, or if the below distances cannot be met, call **1800 786 306** to discuss.

**Minimum assets clearance distances.**

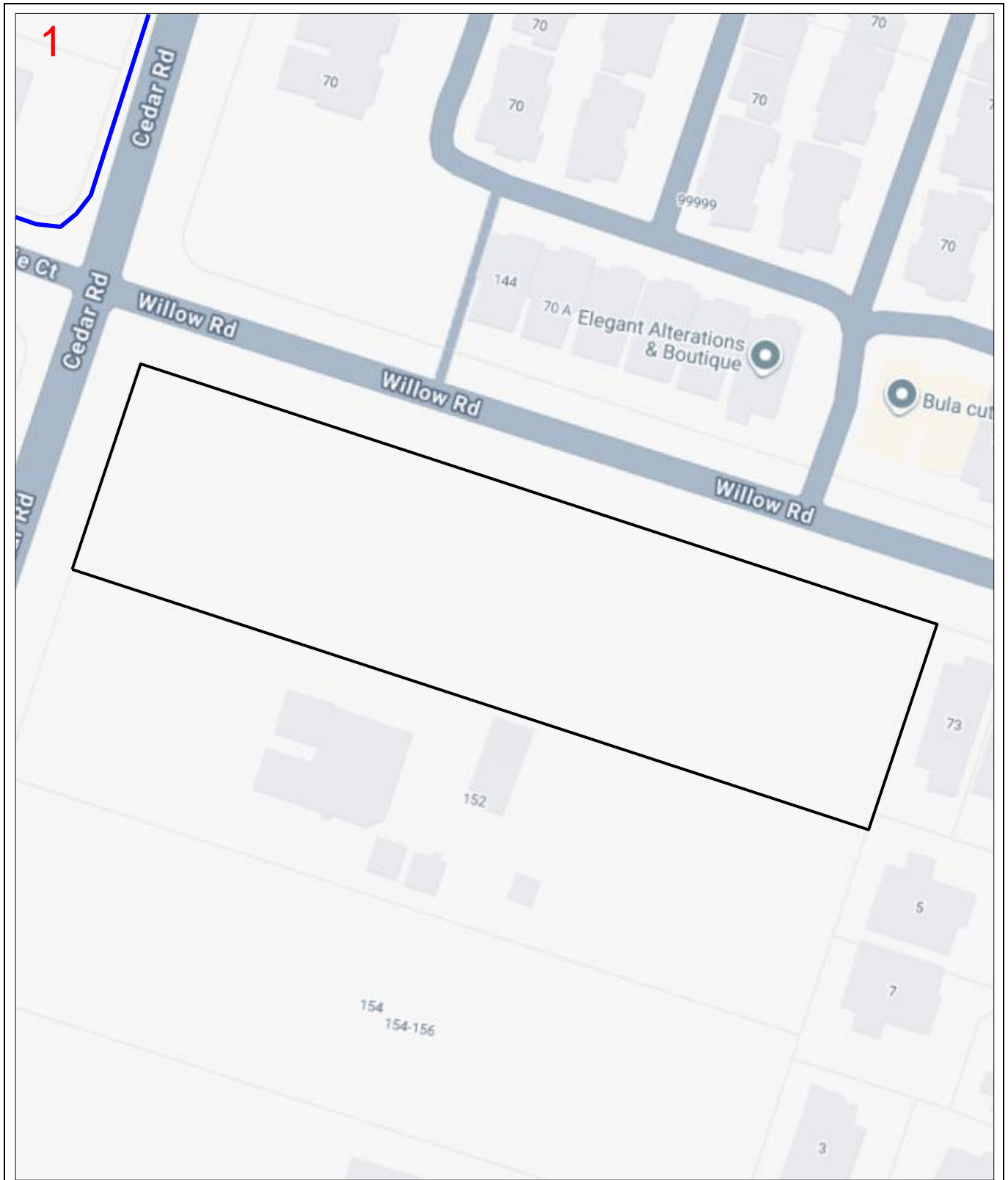
- 300mm when laying asset inline, horizontal or vertical.
  - 1000mm when operating vibrating equipment. Eg: vibrating plates. No vibrating equipment on top of asset.
  - 1000mm when operating mechanical excavators or jackhammers/pneumatic breakers.
  - 2000mm when performing directional bore in-line, horizontal and vertical.
  - No heavy vehicle over 3 tonnes to be driven over asset with less than 600mm of cover.
- Reinstate exposed TPG network infrastructure back to original state.

**PRIVACY & CONFIDENTIALITY**

- Privacy Notice – Your information has been provided to us by Before You Dig Australia to respond to your Before You Dig Australia enquiry. We will keep your personal information in accordance with TPG’s privacy policy, see [www.tpg.com.au/about/privacy](http://www.tpg.com.au/about/privacy).
- Confidentiality – The information we have provided to you is confidential and is to be used only for planning and designing purposes in connection with your Before You Dig Australia enquiry. Please dispose of the information by shredding or other secure disposal method after use. We retain all intellectual property rights (including copyrights) in all our documents and plans.



TPG Telecom Limited



**Enquiry Number: 263077137**

**Map Sheet: 1**

**Scale: 1: 750**

0 0.008km



**LEGEND**

BYDA Work Area



AAPT/PowerTel Pit



AAPT/PowerTel Duct



DDA Pit



DDA Duct



Agile/Adam Pit



Agile/Adam Duct



TransACT Pit



TransACT Duct



SOUL Pattinson Telecoms Pit



SOUL Pattinson Telecoms Duct



PIPE Networks Pit



PIPE Networks Duct



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## End of document

**i** This document may exclude some files (eg. DWF or ZIP files)

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# Annexure A Subdivision Plan

Land Title Act 1994 ; Land Act 1994  
Form 21 Version 4

## SURVEY PLAN

Sheet 1 of 2



STM	TO	ORIGIN	BEARING	DIST
1	O.Screw in Conc	5/1S321010	32°12'1"	0.456
2	Screw in Conc	6/1S325586	233°25'	2.448
2	O.Nail in Backstone	4/1S325586	281°44'	4.727
3	O.Screw in Chnl	14/1S273948	257°59'30"	5.082
3	O.Nail in Conc	14/1S273948	23°40'	5.867
3	O.Screw in Kb	14/1S273948	357°18'	18.87
4	Pin	3/SP195163	66°11'	2.441
4	Screw in Conc	9/1S321010	299°50'30"	35.25
5	O.Screw in Kb		72°44'25"	14.717
5	O.Screw in Conc		28°30'20"	19.882
7	Drill Hole in Kb		279°27'	24.191

**Total Area of New Road**  
25 m<sup>2</sup> (2a-3-3a-2a)

**WILLOW ROAD**

**NEW ROAD**

**71**  
4505 m<sup>2</sup>

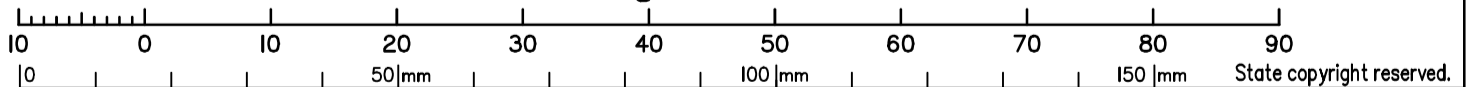
**72**  
1600 m<sup>2</sup>

**CEDAR ROAD**

Peg placed at all new and original corners, unless otherwise stated.

Original information compiled from IS325586 in the Department of Resources.

Scale 1:600 - Lengths are in metres.



VISION SURVEYS (QLD) PTY LTD (ABN 84 128 752 947) hereby certify that the land comprised in this plan was surveyed by the corporation, by Walter Tafadzwa NKOMO, surveying graduate, for whose work the corporation accepts responsibility, under the supervision of Benjamin Kinsley HOWELL, cadastral surveyor and that the plan is accurate, that the said survey was performed in accordance with the Survey And Mapping Infrastructure Act 2003 and Surveyors Act 2003 and associated Regulations and Standards and that the said survey was completed on 29 / 08 / 2024.

26/09/2024  
Date

*[Signature]*  
Authorised Delegate

LOCAL GOVERNMENT: *Ipswich City*

LOCALITY: *Redbank Plains*

Meridian: *IS325586*

Survey Records: *No*

**Plan of Lots 71 & 72**

*Cancelling Lot 7 on RPI07994*

Scale: **1:600**

Format: **STANDARD**



**SP350405**

**WARNING : Folded or Mutilated Plans will not be accepted.  
Plans may be rolled.  
Information may not be placed in the outer margins.**

(Dealing No.)

4. Lodged by

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

I. Existing		Created		
Title Reference	Description	New Lots	Road	Secondary Interests
13838132	Lot 7 on RPI07994	71 & 72	New Rd	-

MORTGAGE ALLOCATIONS

Mortgage	Lots Fully Encumbered	Lots Partially Encumbered
722308133	71 & 72	-

REINSTATEMENT REPORT:

- The reinstatement of boundaries on this plan has been derived from original corner and/or reference marks at Stns 1, 2, 2a, 3, 5 & 6 and measurements agree with IS325586.

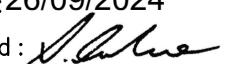
71 & 72	Por. 118
Lots	Orig

2. Orig Grant Allocation :

3. References :

Dept File :  
Local Govt :  
Surveyor : 21495

5. Passed & Endorsed :

By: VISION SURVEYS (QLD) PTY LTD  
Date : 26/09/2024  
Signed :   
Designation : Liaison Officer

6. Building Format Plans only.

I certify that :  
\* As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road;  
~~\* Part of the building shown on this plan encroaches onto adjoining \* lots and road~~  
.....  
cadastral surveyor/Director \* Date  
\*delete words not required

7. Lodgement Fees :

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

8. Insert Plan Number **SP350405**

## ANNEXURE B

### SPECIAL CONDITIONS

PROPERTY: 69-71 Willow Road, Redbank Plains, QLD

1.	DEFINITIONS AND INTERPRETATION	1
2.	AMENDMENTS TO THE STANDARD CONDITIONS	2
3.	BUYER ACCEPTS CONDITION OF PROPERTY	3
4.	ENVIRONMENTAL MATTERS	4
5.	ERRORS, ENCROACHMENTS AND MISTAKES	5
6.	REQUIREMENTS OF AUTHORITIES	5
7.	INSOLVENCY EVENT IN RELATION TO BUYER	6
8.	LAND SALES ACT	6
9.	DEVELOPMENT APPROVAL	6
10.	REGISTRATION OF SURVEY PLAN	6
11.	SETTLEMENT	7

#### 1. DEFINITIONS AND INTERPRETATION

##### 1.1 Definitions

The following expressions have these meanings in this Contract unless a contrary intention appears:

- (a) Claim means claim, objection, demand or remedy.
- (b) **Conditions** means the REIQ Terms of Contract for the Sale and Purchase of Commercial Real Estate (First Edition).
- (c) **Data Room means** the data room made available to prospective buyers by the Seller's real estate agent.
- (d) **Development Approval** means the Decision Notice of the Local Government dated 27 May 2022 approving Development Application number DA 15499/2021/CA.
- (e) **Due Diligence Material** means all information, documents and materials relating to the Property provided by or on behalf of the Seller prior to the Contract Date, including:
  - (i) information, documents and materials attached to this Contract; and
  - (ii) information, documents and materials included in the Data Room.
- (f) **EPA** means *Environmental Protection Act 1994* (Qld).
- (g) **Insolvency Event** means:
  - (i) if the party is an individual, the party:
    - (A) signs an authority under section 188 of the *Bankruptcy Act 1966* (Cth);
    - (B) gives a written proposal for a debt agreement under s 185C of the *Bankruptcy Act 1966* (Cth);
    - (C) has a creditor's petition presented against him or her;
    - (D) has a sequestration order made against his or her estate;

- (E) presents a debtor's petition; or
- (F) becomes bankrupt;
- (ii) if the party is a corporation, the party:
  - (A) has an application made against it for an order that it be wound up;
  - (B) has an order made against it that it be wound up;
  - (C) resolves that it be wound up voluntarily;
  - (D) has an administrator appointed or executes a deed of company arrangement;
  - (E) enters into a compromise or arrangement with its creditors; or
  - (F) has a controller, managing controller, receiver or receiver and manager appointed in respect of any of its assets.

Terms used in the definition of Insolvency Event have the meanings given by the *Bankruptcy Act 1966* (Cth) and *Corporations Act 2001* (Cth) as appropriate.

- (h) **Parcel Land** means Lot 7 on RP107994, Title Reference 13838132.
- (i) **Proposed Lot 71** means the proposed Lot 71 on SP350405 with an approximate area of 4,505 sqm, to be created on registration of the Survey Plan.
- (j) **Proposed Lot 72** means the proposed Lot 72 with an approximate area of 1,600 sqm, to be created on registration of the Survey Plan.
- (k) **Reconfiguration** means the reconfiguration of the Parcel Land to create Proposed Lot 71 and Proposed Lot 72
- (l) **Reconfiguration Date** means the date that is 3 months after the Contract Date, as extended under special condition 10.3(b).
- (m) **Survey Plan** means the plan of subdivision SP350405 to give effect to the Reconfiguration, which when registered at the Titles Office will create a separate indefeasible title for Proposed Lot 71 and Proposed Lot 72, a copy of which is contained in Annexure A.
- (n) **Titles Office** means the land registry established under the Land Title Act 1984 (Qld) known as Titles Queensland.

## 1.2 Interpretation

- (a) Except where otherwise provided, terms in these special conditions which are defined in the Standard Conditions have the same meaning in these special conditions as they have in the Standard Conditions.
- (b) To the extent these Special Conditions are inconsistent with the Standard Conditions, these special conditions will prevail.

## 2. AMENDMENTS TO THE STANDARD CONDITIONS

### 2.1 Conflict with Standard Conditions

The Standard Conditions do not apply to this Contract to the extent that they are excluded or modified by these special conditions. For the avoidance of doubt to the extent of any inconsistency these special conditions prevail over the Standard Conditions.

## **2.2 Deletion**

The following Standard Conditions do not apply to this contract:

- (a) Clause 4;
- (b) Clauses 5.5(1)(d)-(g);
- (c) Clause 7.4(1);
- (d) Clause 7.5(2) to (4) inclusive;
- (e) Clause 7.7;
- (f) Clause 8.3;
- (g) Clause 8.4;
- (h) Clause 10;
- (i) Clause 13; and
- (j) Clause 14.

## **3. BUYER ACCEPTS CONDITION OF PROPERTY**

### **3.1 Buyer not induced to enter into this Contract**

The Buyer acknowledges that:

- (a) it has not been induced to enter into this Contract by any express or implied statement or representation by or on behalf of the Seller as to:
  - (i) the condition or state of repair of the Property;
  - (ii) the suitability of the Property for any purpose;
  - (iii) whether any law, licence, approval, notice, claim or order affects the Property;
  - (iv) the status of compliance with any law, licence, approval, notice or order affecting the Property;
  - (v) rights or privileges attaching to the Land;
  - (vi) the value of the Property;
  - (vii) the financial return or income derived, or able to be derived, from the Property;
  - (viii) any thing in connection with the Property which is disclosed in this Contract or the Due Diligence Material;
  - (ix) whether the Property is contaminated or contains asbestos; or

(x) whether the Land is subject to flooding; and

(b) it relies on its own enquiries regarding, and inspection of, the Property.

### **3.2 No warranty**

The Seller gives no warranty in relation to the matters listed in special condition 3.1(a).

### **3.3 "As is where is"**

(a) The Property is sold and the Buyer accepts the Property in an "as is where is" condition and in its existing state of repair.

(b) The Buyer accepts all defects in the Property.

### **3.4 Buyer cannot object**

To the extent permitted by law, the Buyer cannot raise an objection or requisition, claim compensation, terminate this Contract, or delay settlement because of any matter listed in special condition 3.1(a).

### **3.5 Release**

To the extent permitted by law, the Buyer releases the Seller from any duty, obligation or liability to the Buyer in respect of the condition of the Property.

### **3.6 Waiver of statutory rights**

To the extent permitted by law, the Buyer agrees not to make, and releases any right it may have to make, any claim against the Seller (or any officer, employee, agent or contractor of the Seller) based on sections 18, 29 or 30 of the Australian Consumer Law, or on any corresponding provision of any State or Territory law, for any act, omission, statement or representation concerning the Property.

## **4. ENVIRONMENTAL MATTERS**

### **4.1 Interpretation**

(a) Terms used in this special condition have the meaning given to them by the EPA.

### **4.2 Seller gives no warranty**

(a) The Seller does not warrant that the EPA or other environmental laws have been complied with in respect of the Land.

(b) The Seller gives no warranty as to whether the Land is contaminated land within the meaning of the EPA.

### **4.3 Buyer's liability after completion**

To the extent permitted by law, following settlement the Buyer is responsible for, and indemnifies the Seller against all costs, claims and liabilities relating to:

(a) any requirement to remediate the Land under the EPA or other environmental law;

(b) compliance with any site management plan affecting the Land;

(c) compliance with any notice or order affecting the Land issued under the EPA or other environmental law;

- (d) giving any required notice to the relevant government authority under the EPA;
- (e) the presence of any contaminant on the Land;
- (f) compliance with any environmental authority affecting the Land; and
- (g) compliance with the EPA or other environmental law.

#### **4.4 Seller not liable for failure**

- (a) To the extent permitted by law, the Seller is not liable to the Buyer for any failure to:
  - (i) remediate the Land;
  - (ii) comply with any site management plan affecting the Land;
  - (iii) comply with any notice or order issued under the EPA or other environmental law;
  - (iv) notify the relevant government authority of any thing required to be notified under the EPA;
  - (v) comply with any environmental authority affecting the Land;
  - (vi) do any thing concerning the Land required under the EPA or other environmental law; or
  - (vii) give any notice to the Buyer required by the EPA.
- (b) To the extent permitted by law, the Buyer cannot raise an objection or requisition, claim compensation, terminate this Contract, or delay settlement because of the seller's failure to do any thing referred to in special condition 4.4(a).

### **5. ERRORS, ENCROACHMENTS AND MISTAKES**

#### **5.1 Buyer accepts title**

The Buyer accepts title to the Land subject to any:

- (a) error in the boundaries or area of the Land;
- (b) encroachment by structures onto or from the Land; or
- (c) mistake or omission in describing the Property or the Seller's title to it,

whether material or immaterial, and cannot claim compensation, terminate the contract, or delay settlement because of any of those matters.

### **6. REQUIREMENTS OF AUTHORITIES**

#### **6.1 Buyer to comply with notices or orders**

- (a) The Buyer must, at its expense, comply with any valid notice or order issued before, on or after the Contract Date pursuant to any statute or by the Local Government or any court or tribunal necessitating the doing or work or the expenditure of money on or in relation to the Property or any path or road adjoining the Land.
- (b) The Buyer indemnifies the Seller in respect of all costs of complying with the notice or order.

- (c) Any work or expenditure that is the Buyer's responsibility under special condition 6.1(a), which is required by the notice or order to be done before the Settlement Date, may be done by the Seller unless the Buyer directs the Seller not to and indemnifies the Seller against any liability for not carrying out the work. If the Seller does the work, or spends the money, the reasonable cost of that work or the amount spent must be paid by the Buyer to the Seller at settlement.
- (d) This special condition 6.1 does not apply to an order, a copy of which has been given by the seller to the buyer under s 83 of the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011* (Qld). That Act specifies the consequences if a copy of such an order is given.

## **7. INSOLVENCY EVENT IN RELATION TO BUYER**

### **7.1 Termination**

If an Insolvency Event occurs in relation to the Buyer:

- (a) the Buyer must immediately notify the Seller in writing of the Insolvency Event; and
- (b) the Seller may terminate this Contract by written notice to the Buyer (irrespective of whether the Buyer has given notice under sub-clause (a)).

## **8. LAND SALES ACT**

The parties agree that LS Act does not apply to the sale under the Contract because the sale arises from the reconfiguration of the Parent Land into not more than 5 lots.

## **9. DEVELOPMENT APPROVAL**

### **9.1 Disclosure**

The Seller discloses to the Buyer and the Buyer acknowledges the property is subject to the development Approval.

### **9.2 No objection**

The Buyer cannot object and has no Claim against the Seller in relation to the Development Approval.

## **10. REGISTRATION OF SURVEY PLAN**

### **10.1 Subject to sealing and registration of Survey Plan**

This Contract is subject to:

- (a) the Seller procuring the sealing of the Survey Plan by the Local Government; and
- (b) the Survey Plan being registered in the Titles Office on or before the Reconfiguration Date.

### **10.2 Lodgement of Survey Plan**

- (a) The Seller must:
  - (i) as soon as is reasonably practicable lodge the Survey Plan and any related documents for registration at the Titles Office; and
  - (ii) pay for the registration fees associated with the Survey Plan.

- (iii) do all acts and things (including answering requisitions) as may be necessary to facilitate the registration of the Survey Plan.
- (b) The Seller must promptly notify the Buyer once the Survey Plan has been registered to the Titles Office.

### 10.3 Registration Date

- (a) If the Survey Plan is not registered in the Titles Office by the Reconfiguration Date, provided that the Survey Plan has not yet been lodged at the Titles Office for registration, either party may terminate this deed by written notice to the other party, and neither party will have any Claim against the other party arising out of or in connection with this deed.
- (b) If the Survey Plan is not registered in the Titles Office by the Reconfiguration Date, but the Survey Plan has been lodged at the Titles Office for registration, the Reconfiguration Date will be automatically extended by a period of 3 months (**Extended Reconfiguration Date**).
- (c) If clause 10.3(b) applies and the Survey Plan is not registered in the Titles Office by the Extended Registration Date, either party may terminate this Contract by written notice to the other party


## 11. SETTLEMENT

The Settlement Date shall be that date which is 14 days after the date the Seller notifies the Buyer in writing that the Seller has obtained registration of the Survey Plan with the Titles Office.

## **Annexure “C” Statutory Encumbrances**

1. APA have assets located on or adjacent to the Property (medium and high pressure gas lines) as shown generally on the attached Plan;
2. Ipswich City Council have assets located adjacent to the Property (Main, Kerb inlet pit, Manhole, Roof water pit) as shown generally on the attached Plan;
3. Energex have assets located adjacent to the Property (poles and cabling) as shown generally on the attached Plan;
4. Opticomm have assets (pits and pipe) located on and adjacent to the Property as generally shown on the attached Plan;
5. NBN have assets (communications) located on and adjacent to the Property (power pits and cabling) as generally shown on the attached Plan;
6. There are sewerage and water infrastructure owned by Queensland Urban Utilities (**QUU**) that are located on or adjacent to the Property as generally shown on the attached Plan;
7. Torus Networks have assets located on (and adjacent to) the Property (fibre optic cables/ conduit and Pits) as shown generally on the attached Plan; and
8. The above entities may have a right at law to access the Property to inspect, maintain, repair or replace their respective infrastructure located on or adjacent to the Property.

[Review responses online](#) ↗



Received 9 of 9 responses  
**All responses received**

69 Willow Rd, Redbank Plains QLD 4301

Job dates  
 29/10/2025 → 31/10/2025

These plans expire on  
 20 Nov 2025

Lodged by  
 Sam Salter

Authority	Status	Page
✉ BYDA Confirmation		2
🏠 APA Group Gas Networks (70710)	Received	4
🏠 Energex QLD	Received	56
🏠 Ipswich City Council	Received	97
🏠 NBN Co Qld	Received	100
🏠 OptiComm Ltd (QLD)	Received	111
🏠 Queensland Urban Utilities	Received	116
🏠 Telstra QLD FA	Received	121
🏠 Torus Networks Pty Ltd	Received	131
🏠 TPG Telecom (QLD)	Received	136



Zero damage - Zero harm - Zero disruption

Contact Details

<b>Contact</b> Sam Salter Email sam.slater@onefin.net.au	<b>Contact number</b> 0427 232 146	<b>Company</b> onefin <b>Address</b> 631-647 Stanley Street Woolloongabba QLD 4102	<b>Enquirer ID</b> 3773447
---	---------------------------------------	--	-------------------------------

Job Site and Enquiry Details

**WARNING:** The map below only displays the location of the proposed job site and does not display any asset owners' pipe or cables. The area highlighted has been used only to identify the participating asset owners, who will send information to you directly.

<b>Enquiry date</b> 23/10/2025	<b>Start date</b> 29/10/2025	<b>End date</b> 31/10/2025	<b>On behalf of</b> Private	<b>Job purpose</b> Excavation	<b>Locations</b> Both Road, Nature Strip, Footpath	<b>Onsite activities</b> Subdivision
-----------------------------------	---------------------------------	-------------------------------	--------------------------------	----------------------------------	--	---



Check that the location of the job site is correct. If not, you must submit a new enquiry.

If the scope of works change or plan validity dates expire, you must submit a new enquiry.

Do NOT dig without plans. Safe excavation is your responsibility. If you don't understand the plans or how to proceed safely, please contact the relevant asset owners.

<b>User Reference</b> Services Identification	<b>Address</b> 69 Willow Rd Redbank Plains QLD 4301	<b>Notes/description</b> Just enquiring to check underground service for a sellers disclosure statement
--	---	--

Your Responsibility and Duty of Care

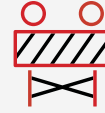
- **Lodging an enquiry does not authorise project commencement.** Before starting work, you must obtain all necessary information from all affected asset owners.
- If you don't receive plans within 2 business days, contact the asset owner & quote their sequence number.
- Always follow the 5Ps of Safe Excavation (page 2), and locate assets before commencing work.
- Ensure you comply with State legislative requirements for Duty of Care and safe digging.
- If you damage an underground asset, you MUST advise the asset owner immediately.
- By using the BYDA service, you agree to the [Privacy Policy](#) and [Term of Use](#).
- For more information on safe digging practices, visit [www.byda.com.au](http://www.byda.com.au)

Asset Owner Details

Below is a list of asset owners with underground infrastructure in and around your job site. It is your responsibility to identify the presence of these assets. Plans issued by Members are indicative only unless specified otherwise. Note: not all asset owners are registered with BYDA. You must contact asset owners not listed here directly.

Referral ID (Seq. no)	Authority Name	Phone	Status
263077136	APA Group Gas Networks (70710)	1800 085 628	NOTIFIED
263077134	Energex QLD	13 12 53	NOTIFIED
263077133	Ipswich City Council	(07) 3810 6666	NOTIFIED
263077130	NBN Co Qld	1800 687 626	NOTIFIED
263077132	OptiComm Ltd (QLD)	1300 137 800	NOTIFIED
263077135	Queensland Urban Utilities	13 26 57	NOTIFIED
263077138	Telstra QLD FA	1800 653 935	NOTIFIED
263077131	Torus Networks Pty Ltd	0404 010 658	NOTIFIED
263077137	TPG Telecom (QLD)	1800 786 306	NOTIFIED

END OF UTILITIES LIST



## Plan

Plan your job. Use the BYDA service at least one day before your job is due to begin, and ensure you have the correct plans and information required to carry out a safe project.

## Prepare

Prepare by communicating with asset owners if you need assistance. Look for clues onsite. Engage a skilled Locator.

## Pothole

Potholing is physically sighting the asset by hand digging or hydro vacuum extraction.

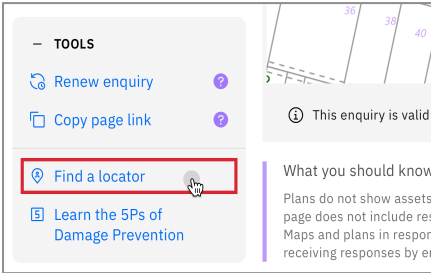
## Protect

Protecting and supporting the exposed infrastructure is the responsibility of the excavator. Always erect safety barriers in areas of risk and enforce exclusion zones.

## Proceed

Only proceed with your excavation work after planning, preparing, potholing (unless prohibited), and having protective measures in place.

## Engage a skilled Locator



When you lodge an enquiry you will see skilled Locators to contact

Visit the Certified Locator website directly and search for a locator near you

[certloc.com.au/locators](http://certloc.com.au/locators)

## Get FREE Quotes for Contractors & Equipment Fast



Use [iseekplant](http://iseekplant.com.au)'s FREE marketplace to get quotes for the equipment or services you need on your project. Compare quotes from trusted local contractors and get your project done on time and in budget.

1. Fill out your job details in our FREE quick quote form.
2. We send the request to trusted local contractors.
3. The local contractors will contact you directly with quotes

GET QUOTE

Use [iseekplant](http://iseekplant.com.au) to find trusted contractors near you today, visit: [blog.iseekplant.com.au/byda-isp-get-quotes](http://blog.iseekplant.com.au/byda-isp-get-quotes)

## Book a FREE BYDA Session



BYDA offers free training sessions to suit you and your organisation's needs covering safe work practices when working near essential infrastructure assets. The free sessions are offered in two different formats - online and face-to-face.

To book a session, visit: [byda.com.au/contact/education-awareness-enquiry-form](http://byda.com.au/contact/education-awareness-enquiry-form)

BOOK NOW

## APA Group Gas Networks (70710)

**Referral**  
263077136

**Member Phone**  
1800 085 628

### Responses from this member

**Response received** Thu 23 Oct 2025 12.16pm

File name	Page
Response Body	5
263077136.pdf	6
400-STD-AM-0001_2 Guidelines for Works Near Existing Gas Assets.pdf	15

**PLEASE NOTE:** This is an automated response. Please **DO NOT REPLY to this email**. If you require further information in relation to this Before You Dig response, please contact

BYDA\_APA@apa.com.au

**Enquiry Details:**

Impact	affected
Sequence Number	263077136
Enquirer Id	3773447
Activity	Subdivision
Job Number	51504650
User Reference	Services Identification
Message	Just enquiring to check underground service for a sellers disclosure statement

**Site Details:**

Address	69 Willow Rd Redbank Plains QLD 4301
---------	--

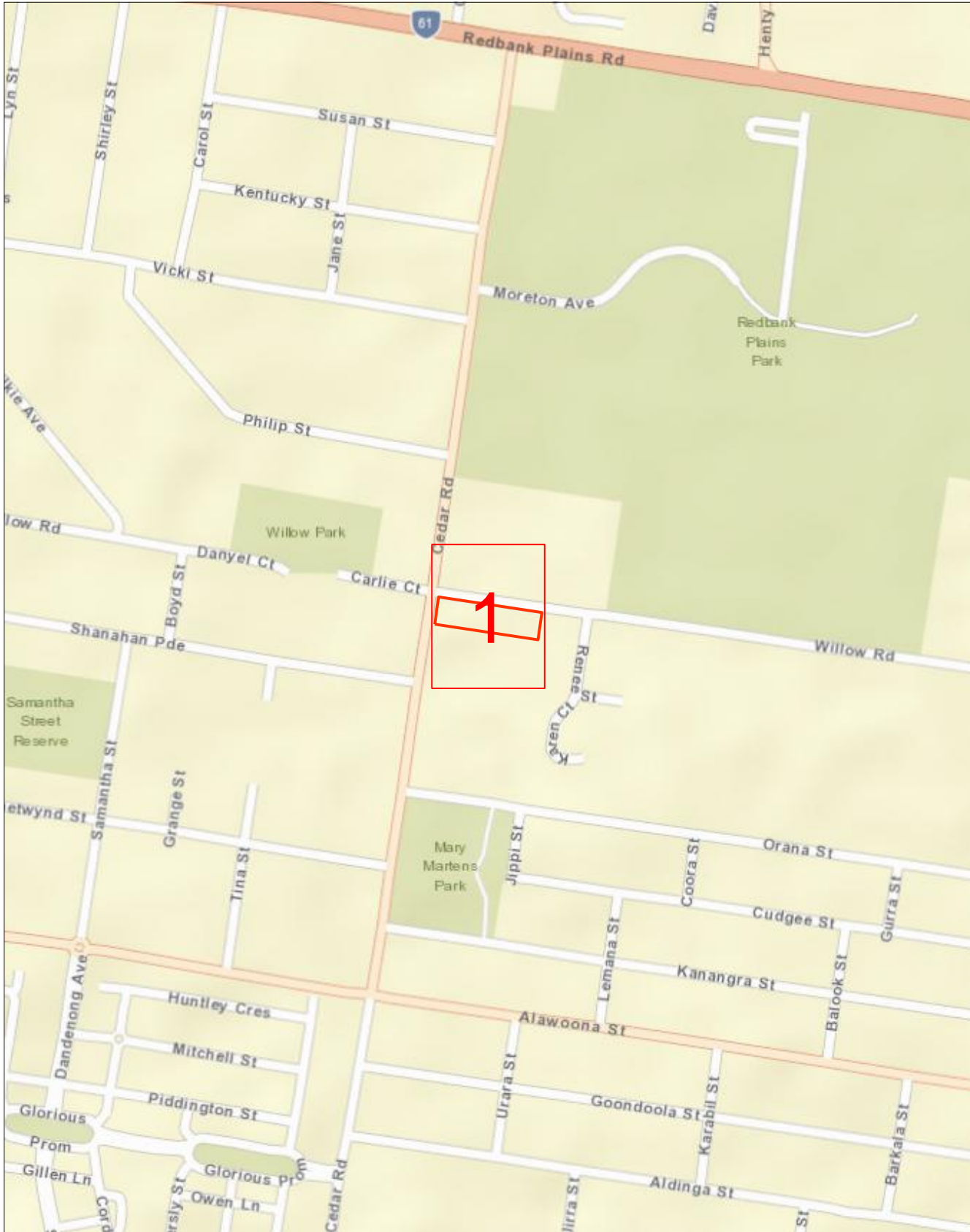
**Enquirers Details:**

Contact	Sam Salter
Company	onefin
Email	sam.slater@onefin.net.au
Phone	+61427232146
Address	631-647 Stanley Street Woolloongabba QLD 4102

APA Group

Site 69 Willow Rd  
Address: Redbank Plains  
QLD 4301

Sequence 263077136  
Number:



Scale 1: 6000

Map Sources: Esri, Garmin, HERE, FAO, NOAA, USGS,  
© OpenStreetMap contributors, and the GIS User Community

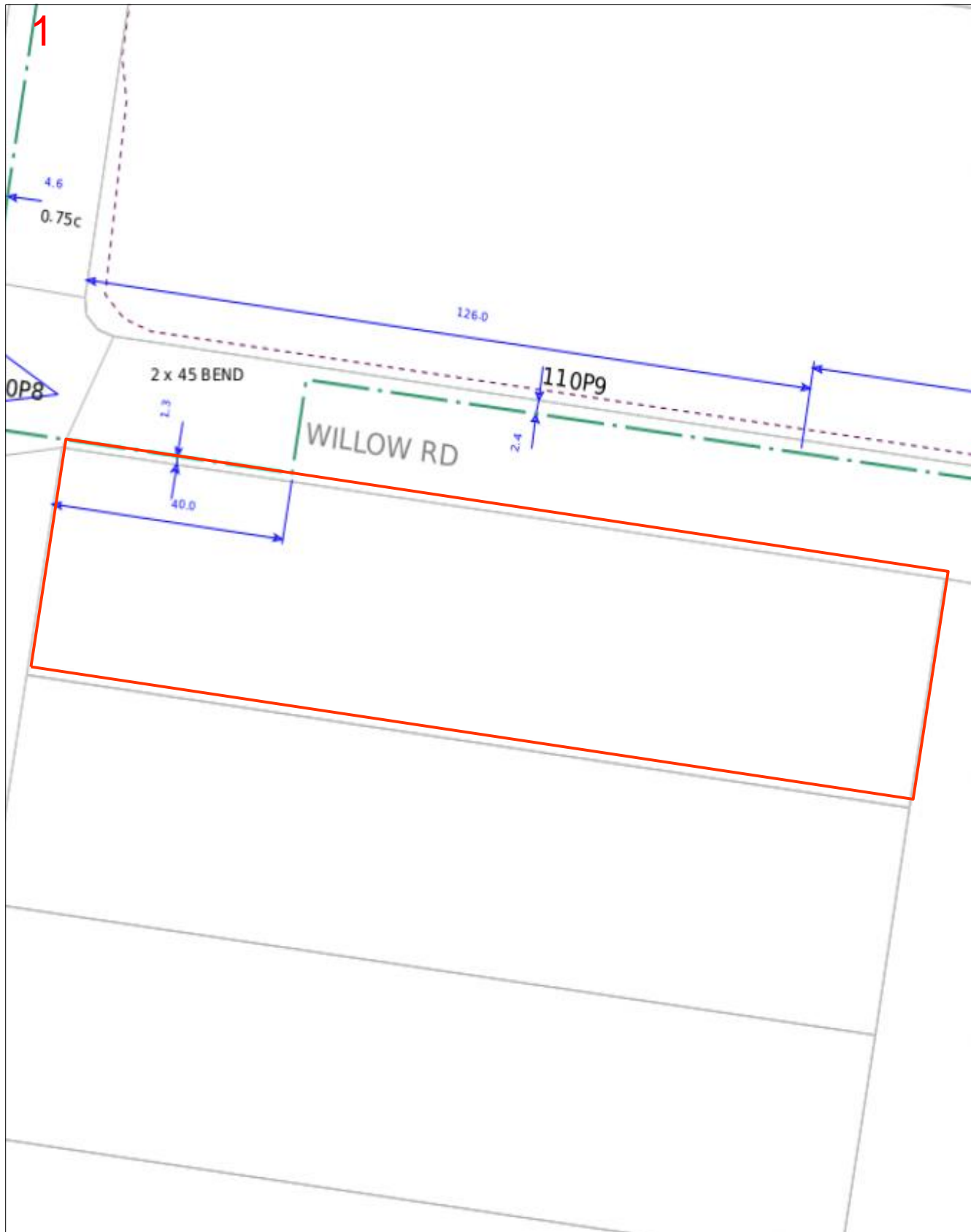


Enquiry Area



Map Key Area





Scale 1: 700

Map Sources: Esri, Garmin, HERE, FAO, NOAA, USGS,  
© OpenStreetMap contributors, and the GIS User Community



Enquiry Area



Map Key Area



## Legend

<p><b>Pipe</b></p> <p>Low pressure </p> <p>Medium pressure </p> <p>High pressure </p> <p>Transmission pressure </p> <p>Critical main (behind pipe) </p> <p>Proposed (pressure by colour) </p> <p>LPG (pressure by colour) </p> <p>Hydrogen blended (pressure by colour) </p> <p>Abandoned </p> <p>Idle/inactive </p> <p>Sleeve </p> <p>Casing (behind pipe) </p>	<p><b>Pipe code and material</b></p> <p>C* (for example, C2) Cast iron</p> <p>CU Copper</p> <p>N2 Nylon</p> <p>P* Polyethylene (PE)</p> <p>P3 Polyvinyl chloride (PVC)</p> <p>P6, P7, P9–P12 Medium density PE</p> <p>P2, P4, P8 High density PE</p> <p>S* Steel</p> <p>W2 Wrought galv iron</p> <p>W3 PE coat wrought galv iron</p>	<p><b>Object</b></p> <p>Valve </p> <p>Buried valve </p> <p>Regulator </p> <p>Gas supplied = yes </p> <p>CP rectifier terminal </p> <p>CP test station </p> <p>CP anode </p> <p>CP bond wire </p> <p>Syphon </p> <p>Trace wire point </p>
<p><b>Area</b></p> <p>BYDA area of interest </p>	<p><b>Abbreviation</b></p> <p>BoK Back of kerb</p> <p>C Depth of cover</p> <p>CP Cathodic protection</p> <p>FoK Front of kerb</p> <p>Galv Galvanized</p> <p>NTI Not tied in</p>	
<b>Example</b>		
<p><b>Pipe</b></p> <p> 40P6 in 80C2</p> <p> 63S8</p>	<p>40 mm high pressure medium density poly in an 80 mm cast iron casing</p> <p>63 mm medium pressure steel</p>	<p><b>Pipe code</b></p> <p>Pipe diameter in millimetres is shown before pipe code.</p> <p>40P6 = 40 mm nominal diameter</p>
<p><i>This map was created in colour and should be printed in colour</i></p>		

**Referral**  
263077134

**Member Phone**  
13 12 53

## Responses from this member

**Response received** Thu 23 Oct 2025 12.18pm

<b>File name</b>	<b>Page</b>
Response Body	57
263077134 - Energex Plan.pdf	60
Energex BYDA Terms and Conditions.pdf	64
Working Near Overhead and Underground Electric Lines.pdf	69

# Assets found

## Before You Dig Australia (BYDA) Request

**Please DO NOT SEND A REPLY to this email as it has been automatically generated and replies are not monitored.**

The attached Plan details ENERGEX's Assets in relation to Your nominated search area.

Ensure You read and understand the important notes outlined below.

<b>You:</b>	<b>BYDA Enquiry No:</b>
Sam Salter	263077134
<b>Company:</b>	<b>Date of Response:</b>
onefin	23 Oct 2025
<b>Search Location:</b>	<b>Period of Plan Validity:</b>
69 Willow Rd Redbank Plains, QLD 4301	4 Weeks

**External Comments (if any):**

Just enquiring to check underground service for a sellers disclosure statement

**WARNING: When working in the vicinity of Energex's Assets You have a legal Duty of Care that must be observed.**

**It is important that You note:**

1. Immediately report life threatening emergencies to Emergency Services on **000** or to ENERGEX on **13 19 62**.
2. Please read and understand all the information and disclaimers provided - including the Terms and Conditions on the attached pages.
3. We have only searched the area which has been nominated in the request. If this nominated area is not what You require, please resubmit another enquiry with BYDA.
4. Plans provided by ENERGEX are only an indication of the presence of underground Assets within the nominated area. Locations provided are approximate and the plans are not suitable for scaling purposes, as exact ground cover and alignments cannot be provided. You must confirm the exact location of Assets by use of an electronic cable locator followed by careful, non-mechanical excavation (i.e. potholing).
5. Plans provided by ENERGEX do not encompass ENERGEX's overhead Assets.
6. ENERGEX, its servants or agents shall not be liable for any loss or damage caused or occasioned by the use of plans and details supplied pursuant to the BYDA Request and You agree to indemnify ENERGEX against any claim or demand for any such loss or damage to You, Your servants or Your agents.

7. You are responsible for any damage to underground Assets caused by works pursuant to or in any way connected with this BYDA Request.
8. In addition to underground cables marked on attached plan, there could be underground earth conductors, underground substation earth conductors, Multiple Earthed Networks (MEN) conductors, Single Wire Earth Return (SWER) Substation Earth Conductors, Air Break Switch (ABS) Earth Mats or Consumer Mains in the vicinity or private underground cables (inc. consumers' mains that may run from ENERGEX mains onto private property) in the vicinity of the nominated work area(s) that are not marked on the plans.
9. Independent underground cable locators can be found by using the "Find a locator" option available within the BYDA enquiry response with LV Cable (up to 1kV), HV Cable (1kV-<33kV) & HV cable (33kV and over) displayed.
10. The ENERGEX Before You Dig Australia (BYDA) information map(s) provide the vicinity of underground cable and will not be adequate for conveyancing purposes. A Request for Search (Property Search) can be arranged through ENERGEX.
11. The attached plans are only valid for a period of four weeks from receipt. If excavation does not commence within four weeks, a new plan should be obtained.
12. The ENERGEX BYDA map (named maps.pdf) may contain shaded area(s), indicating the location of planned work(s). Should You find planned works that You believe may affect Your planned work(s), please contact the ENERGEX BYDA team on the details listed below.
13. ENERGEX may contact You to discuss Your proposed excavation in the vicinity of feeders identified on the attached plan(s).
14. Do not access any Assets, for example, conduits, cables, pits or cabinets.
15. Your work will need to comply with:
  - [Working near overhead and underground electric lines - Electrical safety code of practice 2020](#)
  - [Managing Electrical Risk in Workplace Electrical Safety Code of Practice \(2013\)](#)
  - [Excavation Work Code of Practice \(2021\)](#)

**NOTE:** Where Your proposed work location contains ENERGEX 33kV or greater Underground cables please access the [Energex before you dig Website](#) for more information.

---

General enquiries (7:00am - 5:30pm Mon to Fri) **13 12 53**  
Life threatening emergencies only triple zero (000) or **13 19 62**

---

To re-submit or change the nominated search area please visit [BYDA.com.au](#)

E: [custserve@energex.com.au](mailto:custserve@energex.com.au)

E: [byda@energyg.com.au](mailto:byda@energyg.com.au)

ABN: 40 078 849 055



**Disclaimer:** While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Energex nor PelicanCorp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.

If you are unable to launch any of the files for viewing and printing, you may need to download and install free viewing and printing software such as [Adobe Acrobat Reader \(for PDF files\)](#)













BYDA

Sequence: 263077134  
Date: 23/10/2025

Scale: 1:1025  
Tile No: **OVERVIEW**

LEGEND

-  Substation
-  Cable Marker
-  Pit
-  Pole
-  Pillar
-  LV Cable (up to 1kV)
-  HV Cable (1kV - <33kV)
-  HV Cable (33kV and over)
-  Pit Boundary
-  Planned Work Area

AS5488 Category "D" Plan



**DISCLAIMER:** While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Energex nor Pelican Corp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.



BYDA

Sequence: 263077134  
Date: 23/10/2025  
Scale: 1:500  
Tile No: 1

LEGEND

- Substation
- Cable Marker
- Pit
- Pole
- Pillar
- LV Cable (up to 1kV)
- HV Cable (1kV - <33kV)
- HV Cable (33kV and over)
- Pit Boundary
- Planned Work Area

AS5488 Category "D" Plan



**DISCLAIMER:** While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Energex nor Pelican Corp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.















BYDA

Sequence: 263077134  
Date: 23/10/2025

Scale: 1:500  
Tile No: 2

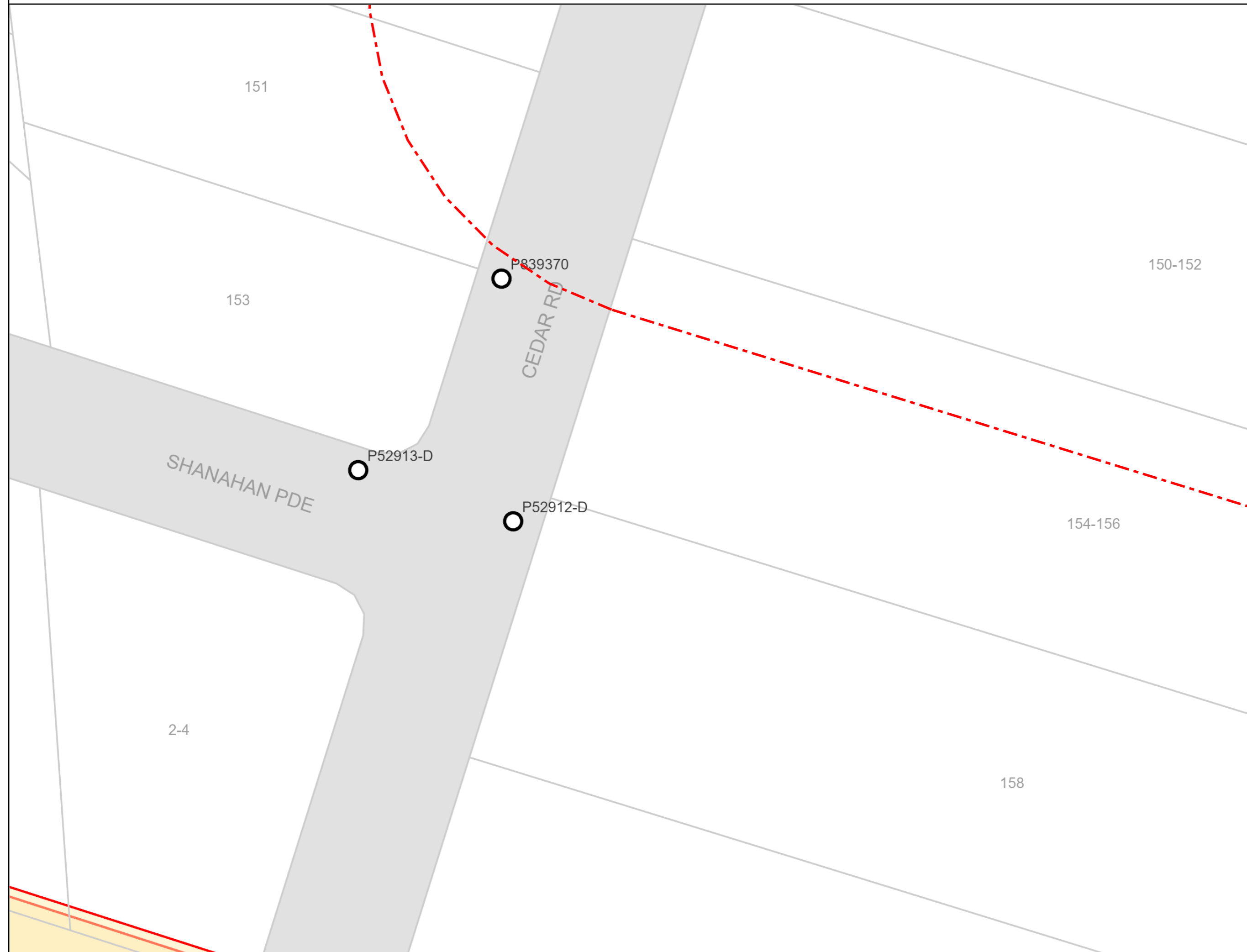
LEGEND

-  Substation
-  Cable Marker
-  Pit
-  Pole
-  Pillar
-  LV Cable (up to 1kV)
-  HV Cable (1kV - <33kV)
-  HV Cable (33kV and over)
-  Pit Boundary
-  Planned Work Area

AS5488 Category "D" Plan



**DISCLAIMER:** While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Energex nor Pelican Corp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.





BYDA

Sequence: 263077134  
Date: 23/10/2025  
Scale: 1:500  
Tile No: 3

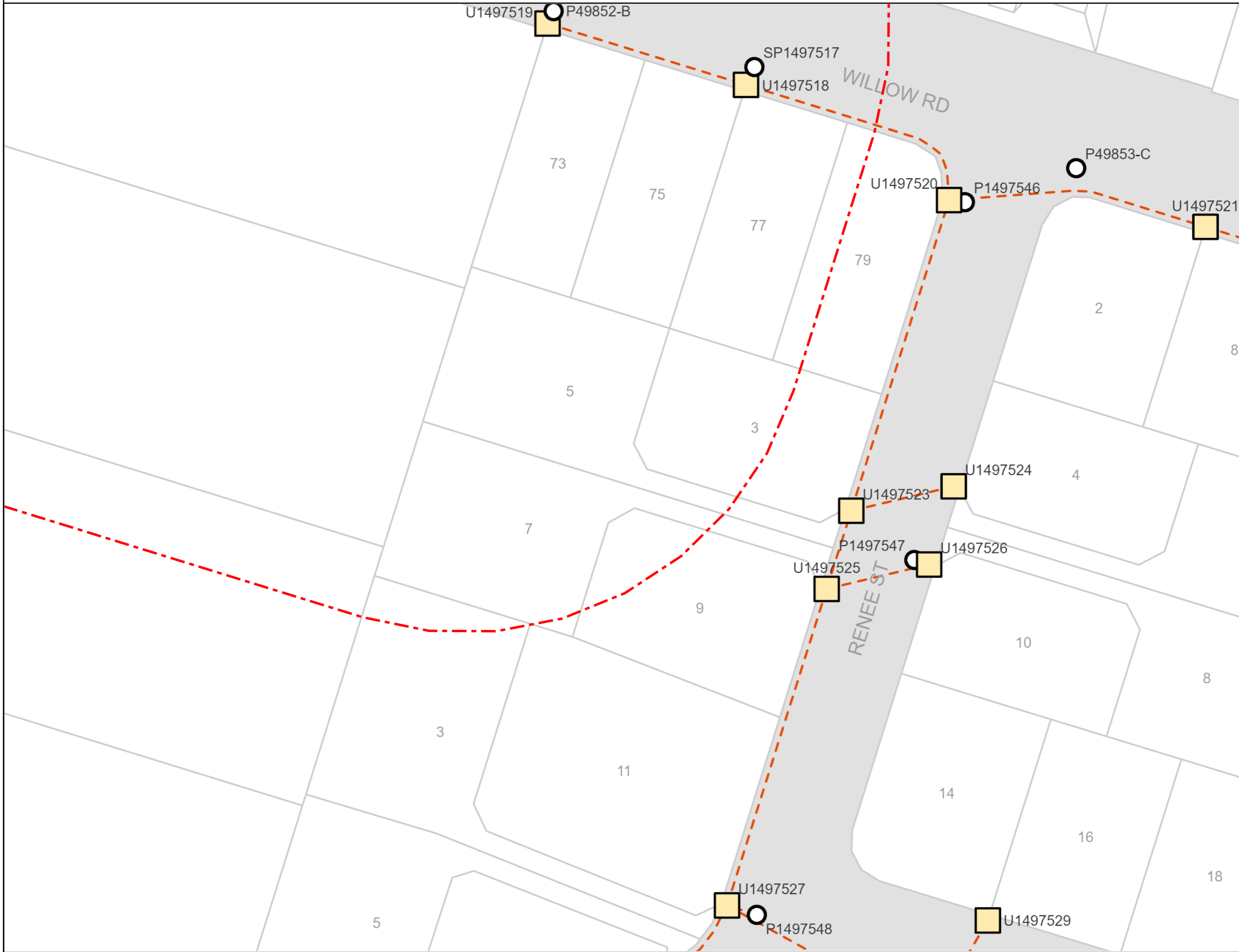
LEGEND

- Substation
- Cable Marker
- Pit
- Pole
- Pillar
- LV Cable (up to 1kV)
- HV Cable (1kV - <33kV)
- HV Cable (33kV and over)
- Pit Boundary
- Planned Work Area

AS5488 Category "D" Plan



**DISCLAIMER:** While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Energex nor Pelican Corp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.



**Referral**  
263077133

**Member Phone**  
(07) 3810 6666

## Responses from this member

**Response received** Thu 23 Oct 2025 12.16pm

<b>File name</b>	<b>Page</b>
Response Body	98
ASSET 263077133.pdf	99

Attention: **Sam Salter**

Thank you for your Before You Dig (BYDA) enquiry.

Job Number: **51504650**

Sequence Number: **263077133**

Dig Site Location: **69 Willow Rd Redbank Plains QLD 4301**

According to our records, your enquiry with the following details **impacts our infrastructure**. Please ensure that you read the attached documents, it contains important information including essential steps that must be undertaken prior to commencing construction activities.

This enquiry is valid for 30 days from the enquiry date.

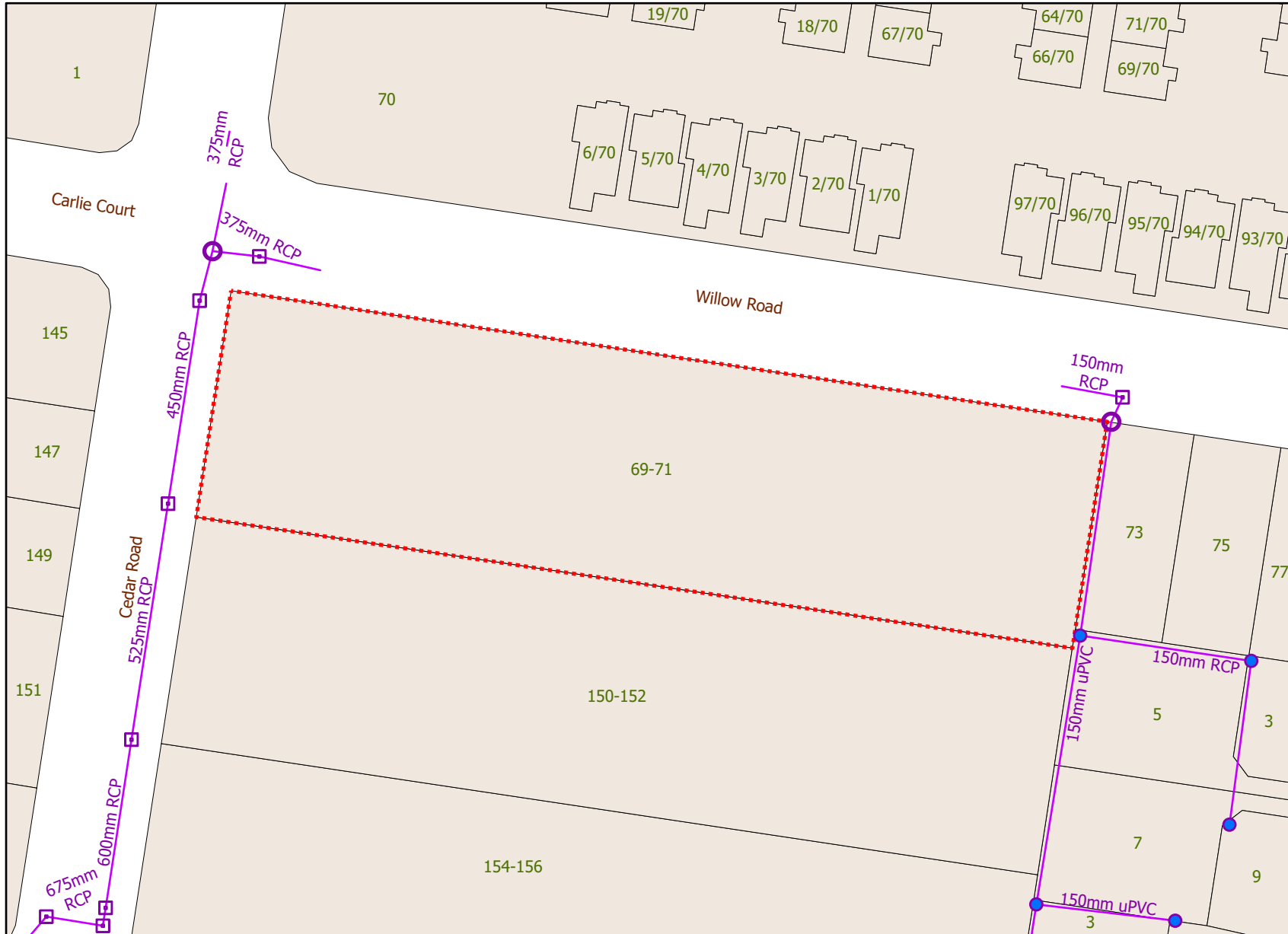
If you require further information or assistance with interpretation of plans, please contact Ipswich City Council on (07) 3810 6666 or at [RequestsSpatial@ipswich.qld.gov.au](mailto:RequestsSpatial@ipswich.qld.gov.au).

This enquiry response, including any associated documentation, has been assessed and compiled from the information detailed within the BYDA enquiry outlined above. Please ensure that the BYDA enquiry details and this response accurately reflect your proposed works.

You may also view the response with an interactive web map below:

[View web map](#)

[Download spatial data](#)



### Legend

- BYDA Enquiry
- Main
- Kerb Inlet Pit
- Manhole
- Roof Water Pit

**Disclaimer:** The Plan is provided in response to a Before You Dig request. While all reasonable care has been taken to ensure the accuracy of the information on this plan, its purpose is to provide a general indication of the location of City of Ipswich infrastructure. The information provided may contain errors or omissions and the accuracy may not suit all users. A site inspection and investigation is recommended before commencement of any project based on this data.

**Referral**  
263077130

**Member Phone**  
1800 687 626

## Responses from this member

**Response received** Thu 23 Oct 2025 12.19pm

<b>File name</b>	<b>Page</b>
Response Body	101
263077130_20251023_021852153816_1.pdf	102
4678_NBN_Dial_Before_You_Dig_Poster_20170517.pdf	105
Disclaimer_263077130_20251023_021852153816.pdf	107

Hi Sam Salter,

Please find attached the response to your DBYD referral for the address mentioned in the subject line. The location shown in our DBYD response is assumed based off the information you have provided. If the location shown is different to the location of the excavation then this response will consequently be rendered invalid.

Take the time to read the response carefully and note that this information is only valid for 28 days after the date of issue.

If you have any further enquiries, please do not hesitate to contact us.


Regards,  
Network Services and Operations  
NBN Co Limited  
P: 1800626329  
E: [dbyd@nbnco.com.au](mailto:dbyd@nbnco.com.au)  
[www.nbnco.com.au](http://www.nbnco.com.au)

#### Confidentiality and Privilege Notice

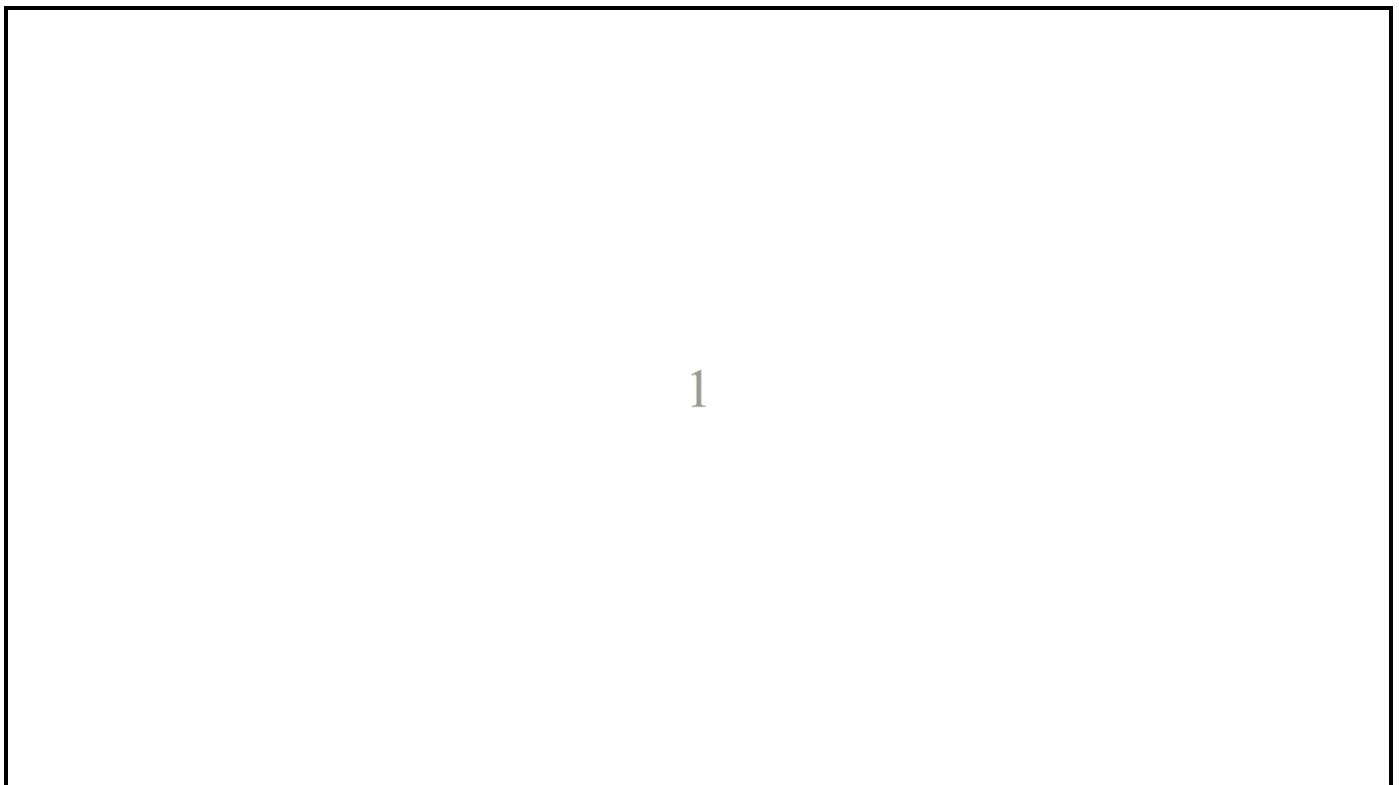
This e-mail is intended only to be read or used by the addressee. It is confidential and may contain legally privileged information. If you are not the addressee indicated in this message (or responsible for delivery of the message to such person), you may not copy or deliver this message to anyone, and you should destroy this message and kindly notify the sender by reply e-mail. Confidentiality and legal privilege are not waived or lost by reason of mistaken delivery to you. Any views expressed in this message are those of the individual sender, except where the sender specifically states them to be the views of NBN Co Limited

Please Do Not Reply To This Mail

**To:** Sam Salter  
**Phone:** Not Supplied  
**Fax:** Not Supplied  
**Email:** sam.slater@onefin.net.au

<b>Dial before you dig Job #:</b>	51504650	 <b>BEFORE YOU DIG</b> www.byda.com.au Zero Damage - Zero Harm
<b>Sequence #</b>	263077130	
<b>Issue Date:</b>	23/10/2025	
<b>Location:</b>	69 Willow Rd , Redbank Plains , QLD , 4301	

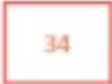




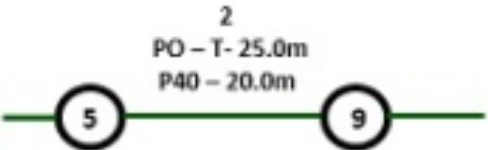





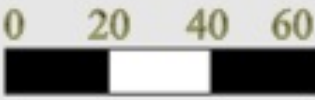
**Indicative Plans are tiled below to demonstrate how to layout and read nbn asset plans**

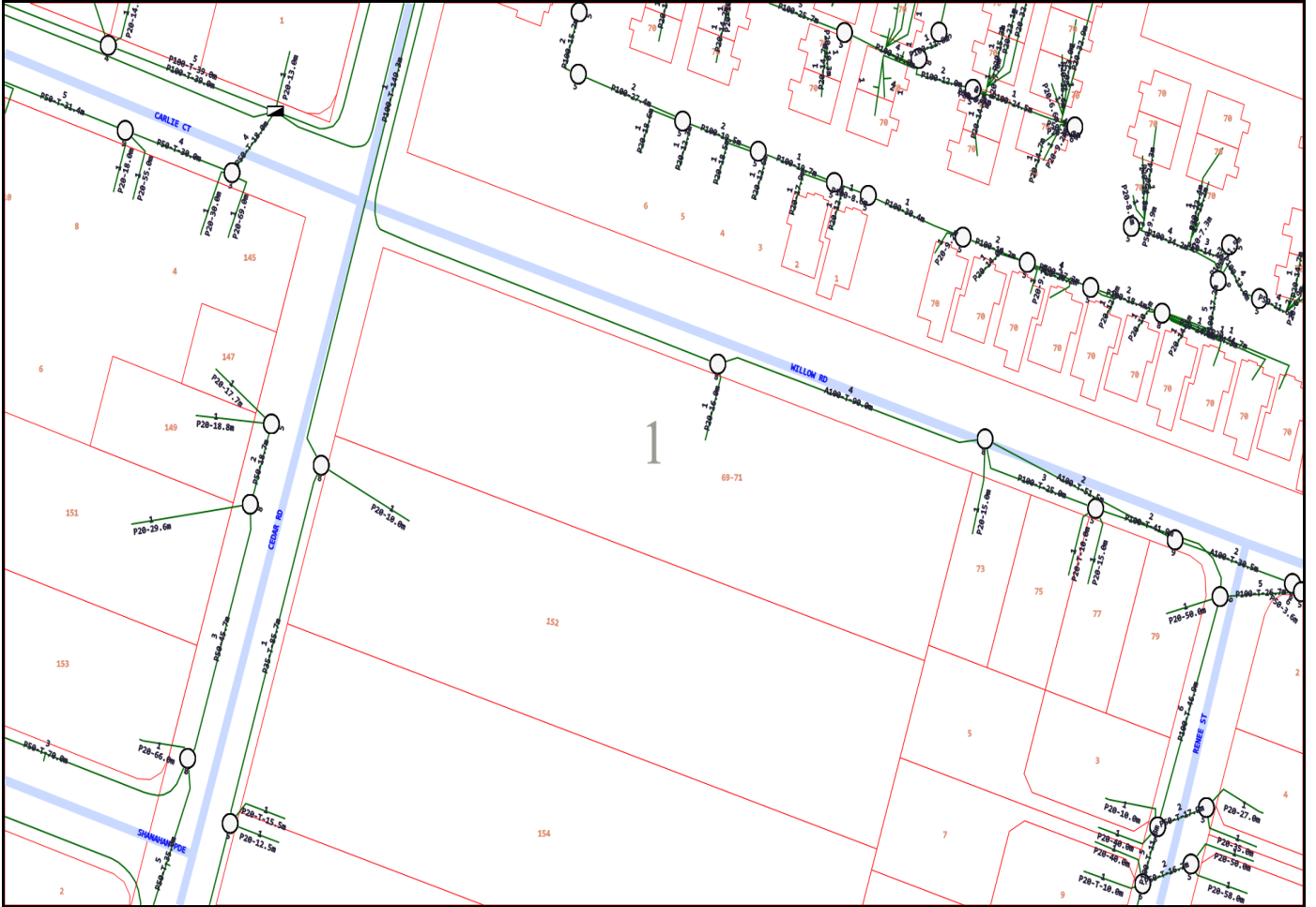




## LEGEND




	Parcel and the location
	Pit with size "5"
	Power Pit with size "2E". Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null.
	Manhole
	Pillar
	Cable count of trench is 2. One "Other size" PVC conduit (PO) owned by Telstra (-T-), between pits of sizes, "5" and "9" are 25.0m apart. One 40mm PVC conduit (P40) owned by NBN, between pits of sizes, "5" and "9" are 20.0m apart.
	2 Direct buried cables between pits of sizes, "5" and "9" are 10.0m apart.
	Trench containing any <b>INSERVICE/CONSTRUCTED</b> (Copper/RF/Fibre) cables.
	Trench containing only <b>DESIGNED/PLANNED</b> (Copper/RF/Fibre/Power) cables.
	Trench containing any <b>INSERVICE/CONSTRUCTED</b> (Power) cables.
	Road and the street name "Broadway ST"
Scale	 Meters 1:2000 1 cm equals 20 m



## Emergency Contacts

You must immediately report any damage to the **nbn**™ network that you are/become aware of. Notification may be by telephone - 1800 626 329.

**To:** Sam Salter  
**Phone:** Not Supplied  
**Fax:** Not Supplied  
**Email:** sam.slater@onefin.net.au

<b>Before You Dig Australia Job #:</b>	51504650	
<b>Sequence #</b>	263077130	
<b>Issue Date:</b>	23/10/2025	
<b>Location:</b>	69 Willow Rd , Redbank Plains , QLD , 4301	

## Information

The area of interest requested by you contains one or more assets.

<b>nbn™ Assets</b>	<b>Search Results</b>
<b>Communications</b>	Asset identified
<b>Electricity</b>	No assets

In this notice **nbn™ Facilities** means *underground fibre optic, telecommunications and/or power facilities, including but not limited to cables, owned and controlled by nbn™*

## Location of nbn™ Underground Assets

We thank you for your enquiry. In relation to your enquiry at the above address:

- **nbn's** records indicate that there **ARE nbn™** Facilities in the vicinity of the location identified above ("Location").
- **nbn** indicative plan/s are attached with this notice ("Indicative Plans").
- The Indicative Plan/s show general depth and alignment information only and are not an exact, scale or accurate depiction of the location, depth and alignment of **nbn™** Facilities shown on the Plan/s.
- In particular, the fact that the Indicative Plans show that a facility is installed in a straight line, or at uniform depth along its length cannot be relied upon as evidence that the facility is, in fact, installed in a straight line or at uniform depth.
- You should read the Indicative Plans in conjunction with this notice and in particular, the notes below.
- You should note that, at the present time, the Indicative Plans are likely to be more accurate in showing location of fibre optics and telecommunications cables than power cables. There may be a variation between the line depicted on the Indicative Plans and the location of any power cables. As such, consistent with the notes below, particular care must be taken by you to make your own enquiries and investigations to precisely locate any power cables and manage the risk arising from such cables accordingly.
- The information contained in the Indicative Plan/s is valid for 28 days from the date of issue set out above. You are expected to make your own inquiries and perform your own investigations (including engaging appropriately qualified plant locators, e.g BYDA Certified Locators, at your cost to locate **nbn™** Facilities during any activities you carry out on site).

We thank you for your enquiry and appreciate your continued use of the Before You Dig Australia Service. For any enquiries related to moving assets or Planning and Design activities, please visit the [nbn Commercial Works](#) website to complete the online application form. If you are planning to excavate and require further information, please email [dbyd@nbnco.com.au](mailto:dbyd@nbnco.com.au) or call 1800 626 329.

#### Notes:

1. You are now aware that there are **nbn™** Facilities in the vicinity of the above property that could be damaged as a result activities carried out (or proposed to be carried out) by you in the vicinity of the Location.
2. You should have regard to section 474.6 and 474.7 of the *Criminal Code Act 1995* (CoA) which deals with the consequences of interfering or tampering with a telecommunications facility. Only persons authorised by **nbn** can interact with **nbn's** network facilities.
3. Any information provided is valid only for **28 days** from the date of issue set out above.

## Referral Conditions

The following are conditions on which **nbn** provides you with the Indicative Plans. By accepting the plans, you are agreeing to these conditions. These conditions are in addition, and not in replacement of, any duties and obligations you have under applicable law.

1. **nbn** does not accept any responsibility for any inaccuracies of its plans including the Indicative Plans. You are expected to make your own inquiries and perform your own investigations (including engaging appropriately qualified plant locators, e.g BYDA Certified Locators, at your cost to locate **nbn™** Facilities during any activities you carry out on site).
2. You acknowledge that **nbn** has specifically notified you above that the Indicative Plans are likely to be more accurate in showing location of fibre optics and telecommunications cables than power cables. There may be a variation between the line depicted on the Indicative Plans and the location of any power cables.
3. You should not assume that **nbn™** Facilities follow straight lines or are installed at uniformed depths

along their lengths, even if they are indicated on plans provided to you. Careful onsite investigations are essential to locate the exact position of cables.

4. In carrying out any works in the vicinity of **nbn**™ Facilities, you must maintain the following minimum clearances:
  - 300mm when laying assets inline, horizontally or vertically.
  - 500mm when operating vibrating equipment, for example: jackhammers or vibrating plates.
  - 1000mm when operating mechanical excavators.
  - Adherence to clearances as directed by other asset owner's instructions and take into account any uncertainty for power cables.
5. You are aware that there are inherent risks and dangers associated with carrying out work in the vicinity of underground facilities (such as **nbn**™ fibre optic, copper and coaxial cables, and power cable feed to **nbn**™ assets). Damage to underground electric cables may result in:
  - Injury from electric shock or severe burns, with the possibility of death.
  - Interruption of the electricity supply to wide areas of the city.
  - Damage to your excavating plant.
  - Responsibility for the cost of repairs.
6. You must take all reasonable precautions to avoid damaging **nbn**™ Facilities. These precautions may include but not limited to the following:
  - All excavation sites should be examined for underground cables by careful hand excavation. Cable cover slabs if present must not be disturbed. Hand excavation needs to be undertaken with extreme care to minimise the likelihood of damage to the cable, for example: the blades of hand equipment should be aligned parallel to the line of the cable rather than digging across the cable.
  - If any undisclosed underground cables are located, notify **nbn** immediately.
  - All personnel must be properly briefed, particularly those associated with the use of earth-moving equipment, trenching, boring and pneumatic equipment.
  - The safety of the public and other workers must be ensured.
  - All excavations must be undertaken in accordance with all relevant legislation and regulations.
7. You will be responsible for all damage to **nbn**™ Facilities that are connected whether directly, or indirectly with work you carry out (or work that is carried out for you or on your behalf) at the Location. This will include, without limitation, all losses expenses incurred by **nbn** as a result of any such damage.
8. You must immediately report any damage to the **nbn**™ network that you are/become aware of. Notification may be by telephone - 1800 626 329.
9. Except to the extent that liability may not be capable of lawful exclusion, **nbn** and its servants and agents and the related bodies corporate of **nbn** and their servants and agents shall be under no liability whatsoever to any person for any loss or damage (including indirect or consequential loss or damage) however caused (including, without limitation, breach of contract negligence and/or breach of statute) which may be suffered or incurred from or in connection with this information sheet or any plans (including Indicative Plans) attached hereto. Except as expressly provided to the contrary in this information sheet or the attached plans (including Indicative Plans), all terms, conditions, warranties, undertakings or representations (whether expressed or implied) are excluded to the fullest extent permitted by law.

All works undertaken shall be in accordance with all relevant legislations, acts and regulations applicable to the particular state or territory of the Location. The following table lists all relevant documents that shall be considered and adhered to.

State/Territory	Documents
<b>National</b>	Work Health and Safety Act 2011
	Work Health and Safety Regulations 2011
	Safe Work Australia - Working in the Vicinity of Overhead and Underground Electric Lines (Draft)

	Occupational Health and Safety Act 1991
<b>NSW</b>	Electricity Supply Act 1995
	Work Cover NSW - Work Near Underground Assets Guide
	Work Cover NSW - Excavation Work: Code of Practice
<b>VIC</b>	Electricity Safety Act 1998
	Electricity Safety (Network Asset) Regulations 1999
<b>QLD</b>	Electrical Safety Act 2002
	Code of Practice for Working Near Exposed Live Parts
<b>SA</b>	Electricity Act 1996
<b>TAS</b>	Tasmanian Electricity Supply Industry Act 1995
<b>WA</b>	Electricity Act 1945
	Electricity Regulations 1947
<b>NT</b>	Electricity Reform Act 2005
	Electricity Reform (Safety and Technical) Regulations 2005
<b>ACT</b>	Electricity Act 1971

Thank You,

**nbn BYDA**

Date: 23/10/2025

This document is provided for information purposes only. This document is subject to the information classification set out on this page. If no information classification has been included, this document must be treated as UNCLASSIFIED, SENSITIVE and must not be disclosed other than with the consent of nbn co. The recipient (including third parties) must make and rely on their own inquiries as to the currency, accuracy and completeness of the information contained herein and must not use this document other than with the consent of nbn co.

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**Referral**  
263077132

**Member Phone**  
1300 137 800

## Responses from this member

**Response received** Thu 23 Oct 2025 12.18pm

<b>File name</b>	<b>Page</b>
Response Body	112
263077132 - OptiComm Plan.pdf	113
263077132 - OptiComm Response letter.pdf	114
OptiComm - Duty of Care.pdf	115

ATTENTION: Sam Salter

Please DO NOT SEND A REPLY to this email as it has been automatically generated and replies are not monitored.

Thank you for your DBYD enquiry.

Job No: 51504650

Sequence No: 263077132

Enquiry location:

69 Willow Rd

Redbank Plains

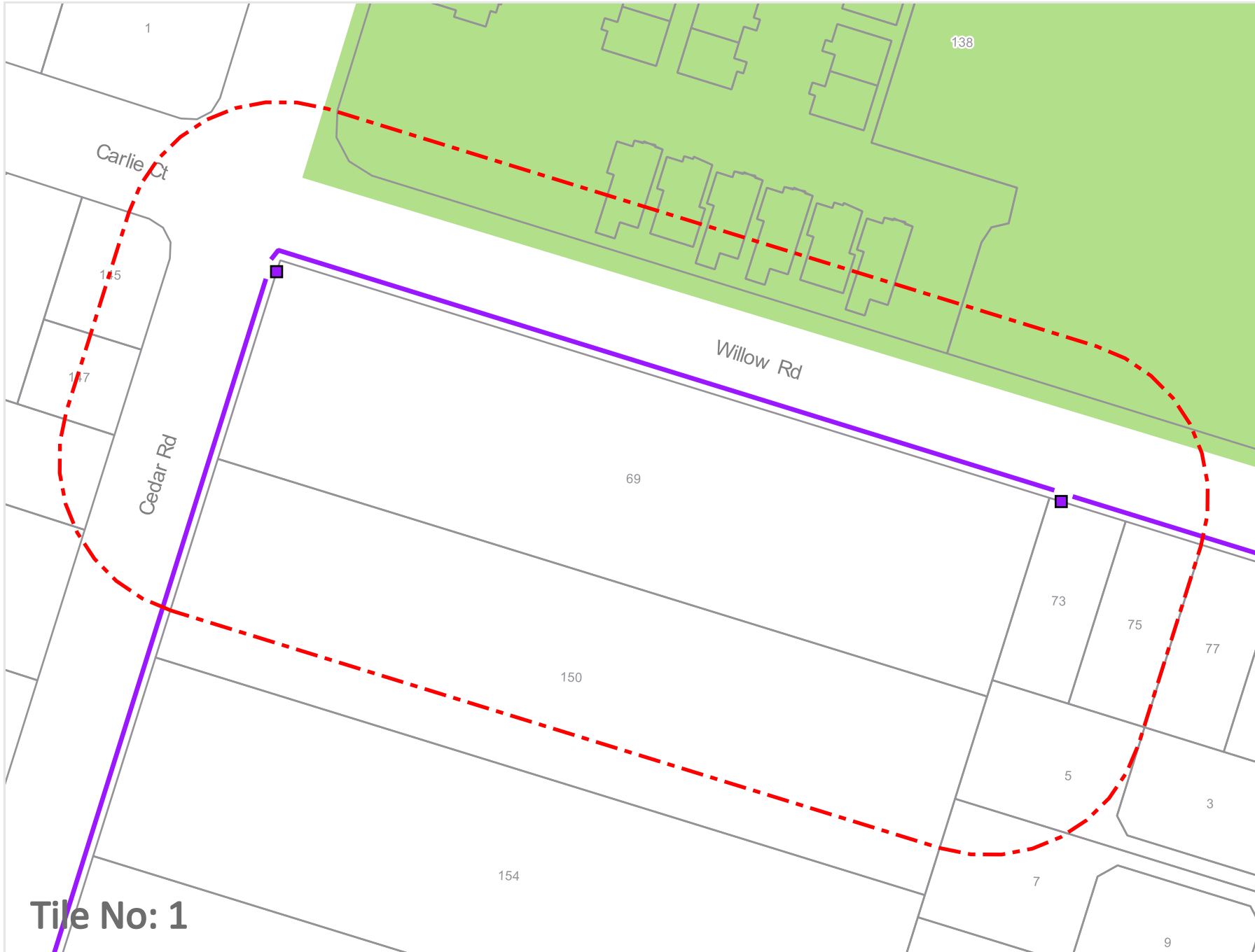
QLD 4301

Attached are the files containing information relating to your recent DBYD request. Please read and understand all the attached documentation. If you have any queries, you may contact OptiComm on 1300 743 462 or [DBYD@OptiComm.net.au](mailto:DBYD@OptiComm.net.au).

Note: If you have received this email in error, please advise by calling 1300 743 462 and quote the Sequence Number listed above.

If you are unable to launch any of the files for viewing and printing, you may need to download and install free viewing and printing software such as:

Adobe Acrobat Reader (for PDF files) - <http://get.adobe.com/reader>



Legend  
 ■ Pit  
 — Pipe



Scale: 1:1000  
 Expires: 20 Nov 2025

**DISCLAIMER:** While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither OptiComm nor PelicanCorp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.

Tile No: 1

## Response Cover Letter

OptiComm  
Level 1/22 Salmon Street  
Port Melbourne  
VIC 3207

---

Date: 23/10/2025

To:  
Sam Salter  
onefin  
631-647 Stanley Street  
Woolloongabba QLD 4102

Please find attached our response regarding your enquiry (as detailed below). Ensure you review all other documents included with this response to identify any OptiComm assets in the vicinity of your enquiry.

**Sequence No:** 263077132

**Job No:** 51504650

**Location:** 69 Willow Rd  
Redbank Plains QLD 4301

If you require further information, please contact the OptiComm on 1300 743 462 or [DBYD@OptiComm.net.au](mailto:DBYD@OptiComm.net.au)

---

**Important Notice:** This enquiry response, including any associated documentation, has been assessed and compiled from the information detailed within the DBYD enquiry outlined above. Please ensure that the DBYD enquiry details and this response accurately reflect your proposed works.

This response is intended for use only by the addressee. If you have received the enquiry response in error, please let us know by telephone and delete all copies; you are advised that copying, distributing, disclosing or otherwise acting in reliance on the response is expressly prohibited.

---



**The Essential First Step.**

While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither OptiComm nor PelicanCorp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.

## Duty of Care

Our plans indicate that OptiComm owns or operates telecommunications network infrastructure within the area that you have enquired about.

The indicative location of the infrastructure can be found on OptiComm's attached network plan.

**This network is vital to OptiComm's operations. It is therefore critical that no works commence within the area of OptiComm's infrastructure until you have put in place measures to locate and prevent damage to OptiComm's infrastructure. This is particularly important regarding underground infrastructure as you will need to locate the exact position of the infrastructure before commencing work.**

When working in areas containing telecommunications infrastructure you have a legal obligation to take all necessary steps to avoid damage to the infrastructure, this is referred to as your 'duty of care'.

It is the responsibility of the owner of the affected land and any person undertaking work on the land to perform the work in a manner that minimises the likelihood of damage to the existing infrastructure, including visually locating underground infrastructure such as cables and ducts by hand digging or using non-destructive methods such as water jet excavation where construction may interfere with OptiComm's underground infrastructure.

If you are uncertain about the exact location of underground infrastructure, we strongly recommend that you engage a plant locator.

OptiComm will seek compensation for any damage to its network through negligence or ignorance of your duty of care to avoid damage to our infrastructure.

**DISCLAIMER:** No responsibility or liability is accepted by OptiComm for any inaccuracy, error, omission or action based on the information supplied in this correspondence. OptiComm's network plans indicate the presence of telecommunications infrastructure in the general vicinity of the location shown, however they are not intended to be exact. The depth of ground cover, alignments, roads, paths and title boundaries can change over time. Underground cables and ducts seldom follow straight lines because of issues that arise during installation. It is therefore important that careful and regular visual location of underground infrastructure is carried out along the length of cable and duct routes and adjacent to cable and duct routes to avoid damage.

Due to continued network expansion, this network information can only be considered valid and accurate for 28 days from its issue.

**Referral**  
263077135

**Member Phone**  
13 26 57

## Responses from this member

**Response received** Thu 23 Oct 2025 12.18pm

File name	Page
Response Body	117
263077135 - Urban Utilities Plan.pdf	119
Urban Utilities Important Information.pdf	120



GPO Box 2765  
Brisbane QLD 4001

Date: 23 Oct 2025

## Before You Dig Australia Response

---

**Please DO NOT SEND A REPLY to this email as it has been automatically generated and replies are not monitored.**

Dear Sam Salter

We appreciate your diligence in contacting the Before You Dig Australia service (**BYDA**) prior to engaging in work or activities which may affect the water and sewerage infrastructure of Urban Utilities.

<b>Job Number:</b>	51504650
<b>Sequence Number:</b>	263077135
<b>Enquiry Date:</b>	23/10/2025 1:16:00 PM
<b>Enquiry Location:</b>	69 Willow Rd Redbank Plains QLD 4301

**WARNING: When working in the vicinity of Urban Utilities' assets you have a legal *Duty of Care* that must be observed.**

**Our records indicate the presence of infrastructure owned by Urban Utilities within your nominated search area, as shown on the attached plan.**

Please note that you may be liable for any loss or damage to our infrastructure which is caused by any works or activities which you undertake over or near such infrastructure. Additionally, your works or activities may conflict with other works scheduled in your nominated search area. To avoid any unnecessary impacts, before any undertaking you must obtain the following approvals:

- And/or a Urban Utilities Network Access Permit for self assessable works or activities that are within two metres of our infrastructure (refer to [Urban Utilities Network Access Permit Webpage](#))
- Either a Build Over Asset (BOA) Approval for assessable building works undertaken within specified distances of our infrastructure (refer to [DHPW BOA Factsheet](#))

We have provided additional information about your responsibilities in relation to our infrastructure in the Important Information sheet attached to this letter. By accessing BYDA to obtain our records about our infrastructure, you warrant that you have read the sheet and agree to the terms and conditions set out therein.

For further enquiries or assistance with interpretation of plans and search content please contact our BYDA Support Team by email [networkaccess@urbanutilities.com.au](mailto:networkaccess@urbanutilities.com.au). Alternatively, you can write to us at Urban Utilities, PO Box 2765, Brisbane QLD 4001.

Thank you for taking the time to consult the BYDA service.

Yours sincerely

Before You Dig Australia Support Team  
**Urban Utilities**  
[networkaccess@urbanutilities.com.au](mailto:networkaccess@urbanutilities.com.au)

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To best manage the risk of damage and liability, we recommend that you engage the services of a [BYDA Certified Locator](#)

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### Important Notice

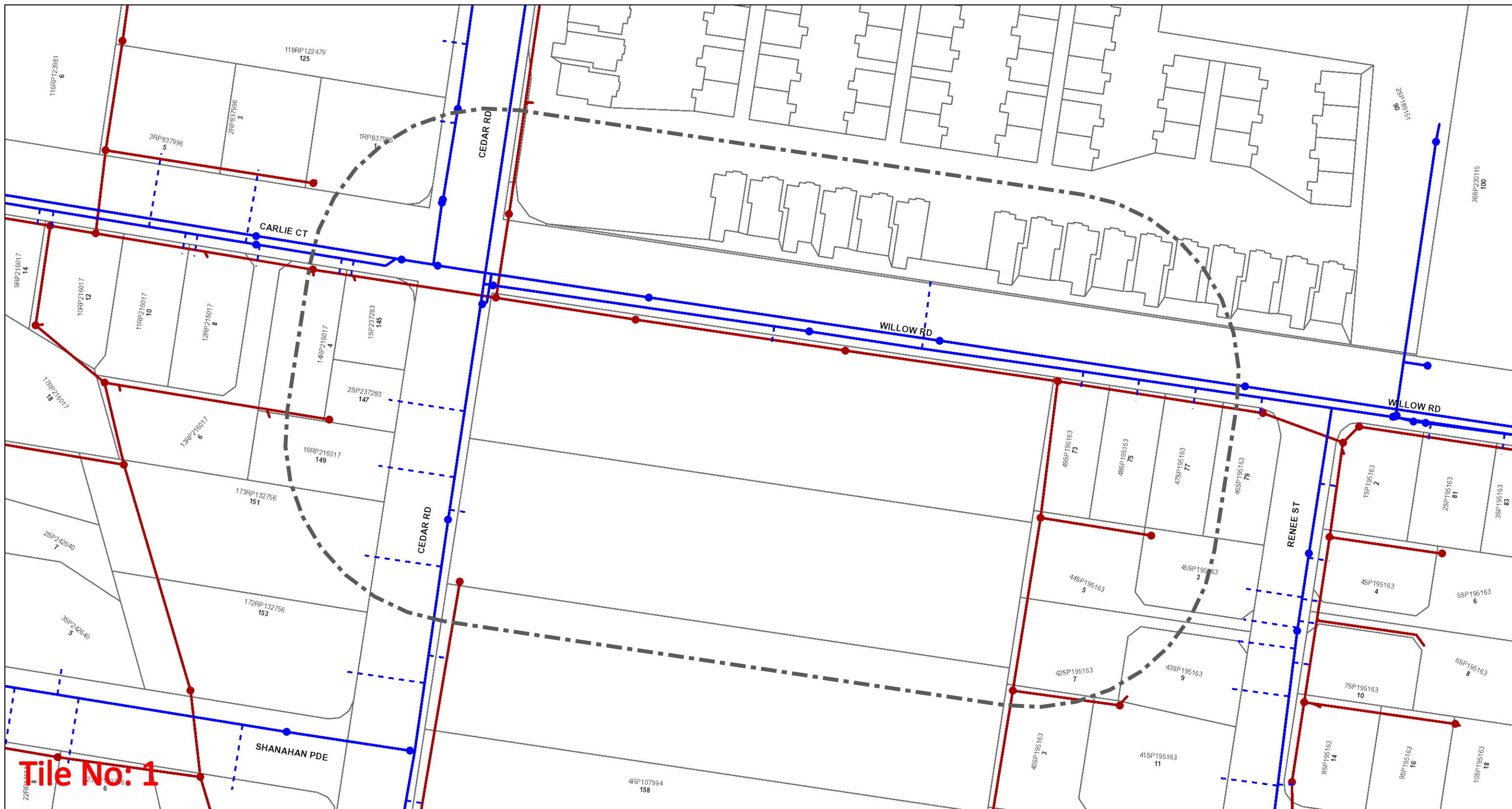
This enquiry response, including any associated documentation, has been assessed and compiled from the information detailed within the BYDA enquiry outlined above. **Please ensure that the BYDA enquiry details and this response accurately reflect your proposed works.**

This response is intended for use only by the addressee. If you have received the enquiry response in error, please let us know by telephone and delete all copies; you are advised that copying, distributing, disclosing or otherwise acting in reliance on the response is expressly prohibited.


**Disclaimer:** While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Urban Utilities nor PelicanCorp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.

If you are unable to launch any of the files for viewing and printing, you may need to download and install free viewing and printing software such as [Adobe Acrobat Reader \(for PDF files\)](#).

# Urban Utilities - Water, Recycled Water and Sewer Infrastructure



Tile No: 1

 <p><b>UrbanUtilities</b></p> <p>N</p> <p>Map Scale 1:1000</p>	<p><b>Before You Dig Australia- Urban Utilities Water, Recycled Water and Sewer Infrastructure</b></p> <p><b>BYDA Reference No: 263077135</b></p> <p>Date BYDA Ref Received: 23/10/2025 Date BYDA Job to Commence: 29/10/2025 Date BYDA Map Produced: 22/10/2025</p> <p>This Map is valid for 30 days      Produced By: Urban Utilities</p>	<table border="0"> <tr> <td data-bbox="979 1701 1246 2005"> <p><b>Sewer</b></p> <ul style="list-style-type: none"> <li>● Infrastructure</li> <li>◆ Major Infrastructure</li> <li>— Network Pipelines</li> <li>▨ Network Structures</li> </ul> </td> <td data-bbox="1246 1701 1632 2005"> <p><b>Water</b></p> <ul style="list-style-type: none"> <li>● Infrastructure</li> <li>◆ Major Infrastructure</li> <li>— Network Pipelines</li> <li>▨ Network Structures</li> <li>- - - Water Service (Indicative only)</li> </ul> </td> <td data-bbox="1632 1701 1929 2005"> <p><b>Recycled Water</b></p> <ul style="list-style-type: none"> <li>● Infrastructure</li> <li>◆ Major Infrastructure</li> <li>— Network Pipelines</li> <li>▨ Network Structures</li> </ul> </td> </tr> </table>	<p><b>Sewer</b></p> <ul style="list-style-type: none"> <li>● Infrastructure</li> <li>◆ Major Infrastructure</li> <li>— Network Pipelines</li> <li>▨ Network Structures</li> </ul>	<p><b>Water</b></p> <ul style="list-style-type: none"> <li>● Infrastructure</li> <li>◆ Major Infrastructure</li> <li>— Network Pipelines</li> <li>▨ Network Structures</li> <li>- - - Water Service (Indicative only)</li> </ul>	<p><b>Recycled Water</b></p> <ul style="list-style-type: none"> <li>● Infrastructure</li> <li>◆ Major Infrastructure</li> <li>— Network Pipelines</li> <li>▨ Network Structures</li> </ul>	<p>While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Urban Utilities nor PelicanCorp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.</p> <p>The plans are indicative and approximate only and provided without warranties of any kind, express or implied including in relation to accuracy, completeness, correctness, currency or fitness for purpose.</p> <p>Urban Utilities takes no responsibility and accepts no liability for any loss, damage, costs or liability that may be incurred by any person acting in reliance on the information provided on the plans.</p> <p>This plan should be used as guide only. Any dimensions should be confirmed on site by the relevant authority.</p> <p>Based on or contains data provided by the State of Queensland (Department of Natural Resources and Mines) [2020]. In consideration of the State permitting the use of this data you acknowledge and agree that the State gives no warranty in relation to the data (including accuracy, liability in negligence) for any loss, damage or costs (including consequential damage) relating to any use of the data. Data must not be used for direct marketing or be used in breach of the privacy laws. © State of Queensland Department of Natural Resources and Mines [2020]</p> <p>For further information, please call Urban Utilities on 13 26 57 (8am-6pm weekdays). Faults and emergencies 13 23 64 (24/7). <a href="http://www.urbanutilities.com.au">www.urbanutilities.com.au</a></p> <p>ABN 86 673 835 011</p>
<p><b>Sewer</b></p> <ul style="list-style-type: none"> <li>● Infrastructure</li> <li>◆ Major Infrastructure</li> <li>— Network Pipelines</li> <li>▨ Network Structures</li> </ul>	<p><b>Water</b></p> <ul style="list-style-type: none"> <li>● Infrastructure</li> <li>◆ Major Infrastructure</li> <li>— Network Pipelines</li> <li>▨ Network Structures</li> <li>- - - Water Service (Indicative only)</li> </ul>	<p><b>Recycled Water</b></p> <ul style="list-style-type: none"> <li>● Infrastructure</li> <li>◆ Major Infrastructure</li> <li>— Network Pipelines</li> <li>▨ Network Structures</li> </ul>				

## Important Information

### **Disclaimer**

All Urban Utilities' records, data and information supplied via BYDA ("**Data**") is **indicative** only. You agree that any Data supplied to you has been or will be provided only for your convenience and has not been and will not be relied upon by you for any purpose.

You also agree that Urban Utilities does not assume any responsibility or duty of care in respect of, or warrant, guarantee or make any representation as to the Data (including its accuracy, reliability, currency or suitability).

Because the location of Urban Utilities' infrastructure shown on the Data is approximate only, you must first physically locate the infrastructure by utilising relevant site detection methodologies prior to performing any works or undertaking any activities near or adjacent to infrastructure. Possible site detection methodologies include hand digging, potholing, trenching and/or probing. You are solely responsible for the selection of appropriate site detection methodologies at all times.

To the fullest extent permitted by law, Urban Utilities will not be liable to you in contract, tort, equity, under statute or otherwise arising from or in connection with the provision of any Data to you via BYDA.

### **Compliance with laws**

There may be both indicated and unmarked hazards, dangers or encumbrances, including underground asbestos pipes and abandoned mains within your nominated search area. You are solely responsible for ensuring that appropriate care is taken at all times and that you comply with all mandatory requirements relating to such matters, including in relation to workplace health and safety.

### **Damaged Infrastructure**

Please note that it is an offence under Section 192 of the *Water Supply (Safety and Reliability) Act 2008* to interfere with our infrastructure without Urban Utilities' written consent.

You may be liable to Urban Utilities for any loss of or damage to our infrastructure, together with any consequential or indirect loss or damage (including without limitation, loss of use, loss of profits or loss of revenue) arising from or in connection with any interference with Urban Utilities' infrastructure by you or any other person for which you are legally responsible.

Any damage to Urban Utilities' Infrastructure must be reported immediately to the (24 Hours) Faults and Emergencies Team on 13 23 64.

### **Links**

Technical Standards: <https://urbanutilities.com.au/development/help-and-advice/standards-and-guidelines>

### **Copyright**

All Data is copyright.

**Referral**  
263077138

**Member Phone**  
1800 653 935

## Responses from this member

**Response received** Thu 23 Oct 2025 12.24pm

<b>File name</b>	<b>Page</b>
Response Body	122
263077138.pdf	125
AccreditedPlantLocators 2025-09-16a.pdf	127
Telstra Duty of Care v33.0a.pdf	128
Telstra Map Legend v4_0c.pdf	130

**Attention:** Sam Salter

**Site Location:** 69 Willow Rd, Redbank Plains, QLD 4301




**Your Job Reference:** Services Identification

**Please do not reply to this email, this is an automated message -**



Important - this site is within or in the vicinity of a **RED IMPORTED FIRE ANT RESTRICTED AREA**. Movement controls apply. Penalties of up to \$220,000 for individuals and \$1.1 million for corporations may apply. Call **13 25 23** or visit [www.daff.qld.gov.au/fireants](http://www.daff.qld.gov.au/fireants) for further information.

Thank you for requesting Telstra information via Before You Dig Australia (BYDA). This response contains Telstra Information relating to your recent request.



 Accredited Plant Locator	General Contact Information including applications required to view Cable Plans - DWF & PDF
 Telstra Duty of Care V32	Your responsibility and Legal requirements working near Telstra's Assets
 Telstra Map Legend 4.0	Common Symbols on Cable Plans and Safe Clearance distances when working near Telstra Assets





Please note:

When working in the vicinity of telecommunications plant you have a 'Duty of Care' that must be observed.

Ensure you read all documents (attached) - they contain important information.

In particular please read and familiarise yourself with the Before you Dig Australia - BEST PRACTISE GUIDES and The five Ps of safe excavation <https://www.byda.com.au/before-you-dig/best-practice-guides/>, as these documents set out the essential steps that must be undertaken prior to commencing construction activities.

 Best practice guides and the five P's of safe excavation	These are the essential steps to be undertaken prior to commencing construction activities	Essential Steps : <a href="#">Link</a> 5 P's: <a href="#">Link</a>
	We highly recommend using certified locators where possible.	CERTLOC : <a href="#">Link</a>

 <p><b>1800 653 935</b></p> <p>Telstra Plan Services</p>	<p>Whenever in doubt please contact this number for Telstra BYDA map related enquiries email <a href="mailto:Telstra.Plans@team.telstra.com">Telstra.Plans@team.telstra.com</a></p>	<p>Note: that Telstra plans are only valid for <b>60</b> days from the date of issue</p>
 <p>How to Report Damage to Telstra Equipment</p>	<p>If you think you have damaged Telstra Assets, please Report it ASAP.</p>	<p>Call: <b>13 22 03</b></p> <p>Report Online: <a href="#">Link</a></p>
	<p>It is a criminal offence under the 'Criminal code act 1995' to tamper or interfere with Telecommunications infrastructure. Telstra will take action to recover compensation for the damage caused to property and assets, and for interference with the operation of Telstra's networks and customer service.</p>	
	<p>Telstra plans contain confidential information and are provided on the basis that they are used solely for identifying location or vicinity of Telstra's infrastructure to avoid damage to this infrastructure occurring as part of any digging or other excavation activity. You must not use Telstra's plans for any other purpose or in a way that will cause loss or damage. You must comply with any other terms of access to the data that have been provided by you by Telstra (including conditions of use or access).</p>	

**WARNING - MAJOR CABLES and/or OPTIC FIBRE IN THE AREA.**  
**Phone 1800 653 935 for further assistance.**

Note: In some areas Telstra fibre routes may be marked as "Amcom", as Telstra has purchased much of this infrastructure. If in doubt, please contact Telstra Plan services on the number above. Telstra plans and information are only valid for 60 days from the date of issue.

**WARNING:**  
Telstra plans and location information conform to Quality Level 'D' of the Australian Standard AS 5488 - Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing them. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy. Further on site investigation is required to validate the exact location of Telstra assets prior to commencing work. A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the assets are protected during construction works. See the **Before You Dig Australia - BEST PRACTISE GUIDES and The five Ps of safe excavation** <https://www.byda.com.au/before-you-dig/best-practice-guides/>.

Please note that:

- it is a criminal offence under the *Criminal Code Act 1995* (Cth) to tamper or interfere with telecommunications infrastructure.
- Telstra will take action to recover compensation for damage caused to property and assets, and for interference with the operation of Telstra's networks and customers' services.

Telstra's plans contain Telstra's confidential information and are provided on the basis that they are used solely for identifying the location or vicinity of Telstra's infrastructure to avoid damage to this infrastructure occurring as part of any digging or other excavation activity. You must not use Telstra's plans for any other purpose or in a way that will cause Telstra loss or damage and you must comply with any other terms of access to the data that have been provided to you by Telstra (including Conditions of Use or Access).

(See attached file: *Telstra Duty of Care v33.0a.pdf*)

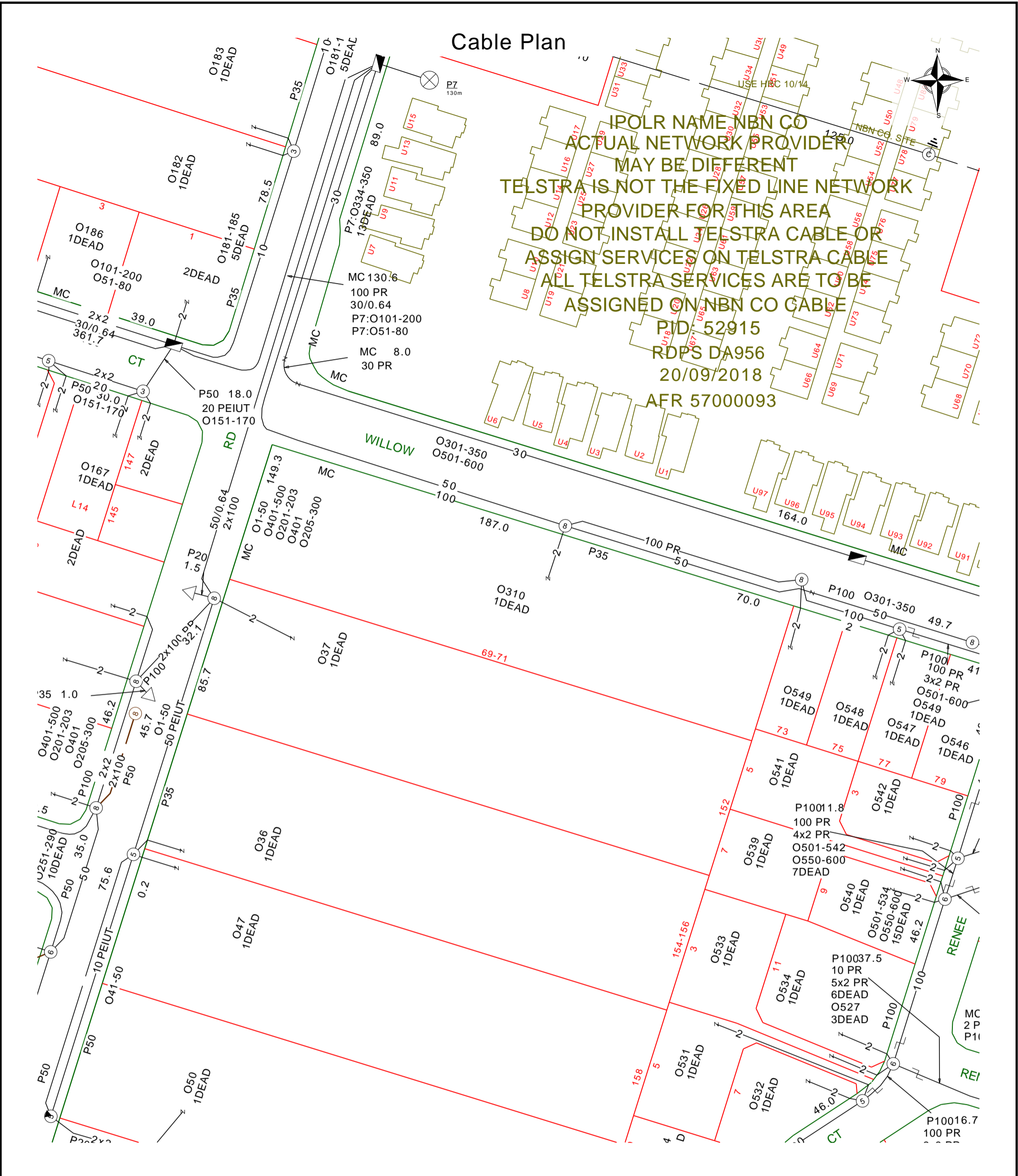
(See attached file: *Telstra Map Legend v4\_0c.pdf*)

*(See attached file: AccreditedPlantLocators 2025-09-16a.pdf)*

*(See attached file: 263077138.pdf)*

# Cable Plan

**I POLR NAME NBN CO**  
**ACTUAL NETWORK PROVIDER**  
**MAY BE DIFFERENT**  
**TELSTRA IS NOT THE FIXED LINE NETWORK**  
**PROVIDER FOR THIS AREA**  
**DO NOT INSTALL TELSTRA CABLE OR**  
**ASSIGN SERVICES ON TELSTRA CABLE**  
**ALL TELSTRA SERVICES ARE TO BE**  
**ASSIGNED ON NBN CO CABLE**  
**PID: 52915**  
**RDPS DA956**  
**20/09/2018**  
**AFR 57000093**



	Report Damage: <a href="https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra/">https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra/</a> Ph - 13 22 03 Email - Telstra.Plans@team.telstra.com Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries
	<b>TELSTRA LIMITED A.C.N. 086 174 781</b> Generated On 23/10/2025 13:21:22

Sequence Number: 263077138

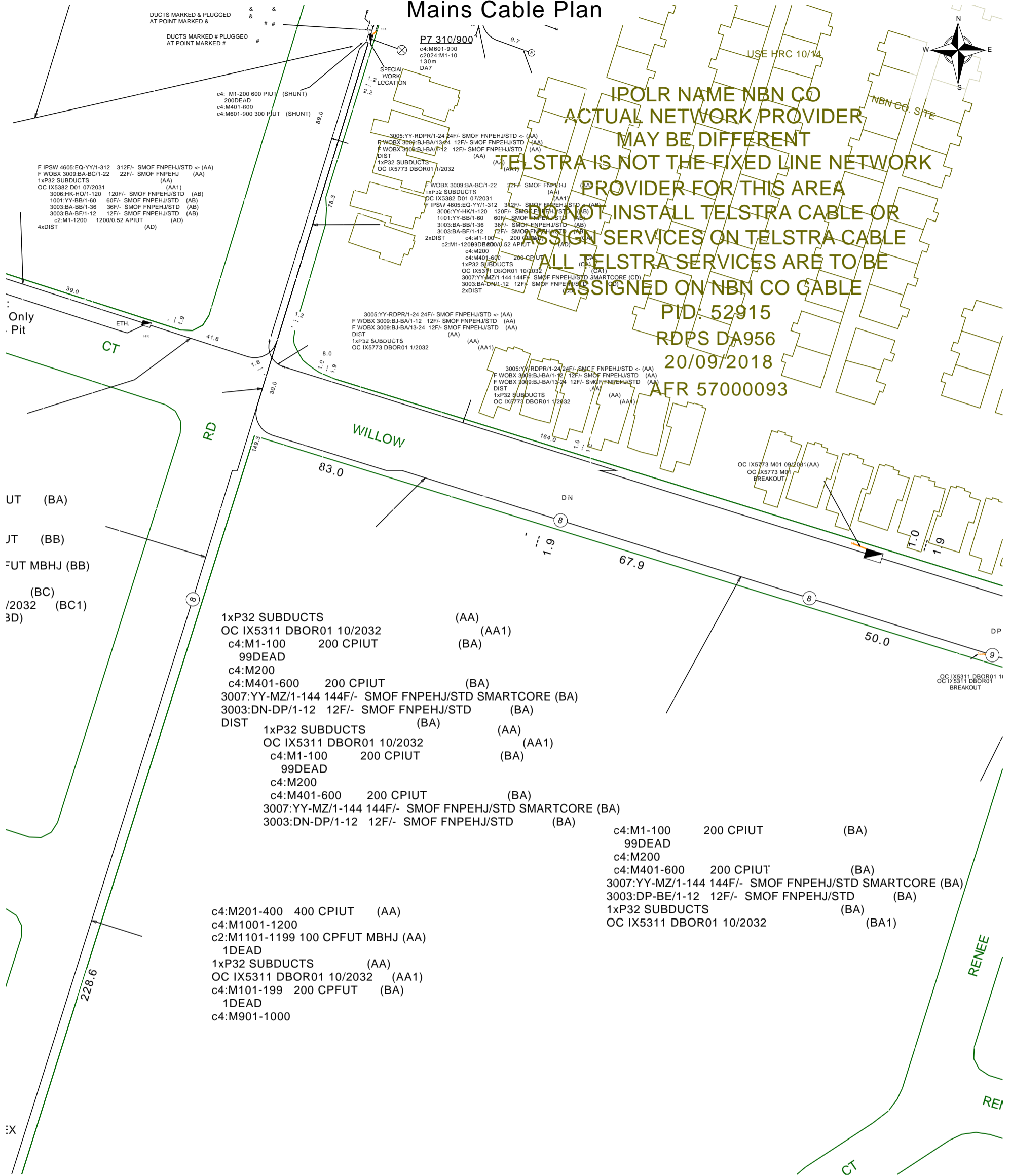
**CAUTION: Fibre optic and/ or major network present in plot area. Please read the Duty of Care and contact Telstra Plan Services should you require any assistance.**

The above plan must be viewed in conjunction with the Mains Cable Plan on the following page

**WARNING**  
 Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing it. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy. Further on site investigation is required to validate the exact location of Telstra plant prior to commencing construction work. A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the asset is protected during construction works.

See the Steps- Telstra Duty of Care that was provided in the email response.

# Mains Cable Plan



IPOLR NAME NBN CO  
 ACTUAL NETWORK PROVIDER  
 MAY BE DIFFERENT  
 TELSTRA IS NOT THE FIXED LINE NETWORK  
 PROVIDER FOR THIS AREA  
 DO NOT INSTALL TELSTRA CABLE OR  
 ASSIGN SERVICES ON TELSTRA CABLE  
 ALL TELSTRA SERVICES ARE TO BE  
 ASSIGNED ON NBN CO CABLE  
 PID: 52915  
 RDPS DA956  
 20/09/2018  
 AFR 57000093



Report Damage: <https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra/>  
 Ph - 13 22 03  
 Email - Telstra.Plans@team.telstra.com  
 Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries

Sequence Number: 263077138

TELSTRA LIMITED A.C.N. 086 174 781  
 Generated On 23/10/2025 13:21:23

CAUTION: Fibre optic and/ or major network  
 present in plot area. Please read the Duty of  
 Care and contact Telstra Plan Services should  
 you require any assistance.

The above plan must be viewed in conjunction with the Mains Cable Plan on the following page

**WARNING**  
 Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing it. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy. Further on site investigation is required to validate the exact location of Telstra plant prior to commencing construction work. A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the asset is protected during construction works.

See the Steps- Telstra Duty of Care that was provided in the email response.

## General Information



Before you Dig Australia – BEST PRACTISE GUIDES  
<https://www.byda.com.au/before-you-dig/best-practice-guides/>

### OPENING ELECTRONIC MAP ATTACHMENTS –

Telstra Cable Plans are generated automatically in either PDF or DWF file types.  
Dependent on the site address and the size of area selected.  
You may need to download and install free viewing software from the internet e.g.



DWF Map Files (all sizes over A3)  
Autodesk Viewer (Internet Browser) <https://viewer.autodesk.com/> or  
Autodesk Design Review <http://usa.autodesk.com/design-review/> for DWF files.  
(Windows PC)



PDF Map Files (max size A3)  
Adobe Acrobat Reader <http://get.adobe.com/reader/>



Telstra New Connections / Disconnections  
13 22 00



Telstra Protection & Relocation: 1800 810 443 (AEST business hours only).  
[Email](#)  
Telstra Protection & Relocation Fact Sheet: [Link](#)  
Telstra Protection & Relocation Home Page [Link](#)



Telstra Aerial Assets Group (overhead network)  
1800 047 909

### Protect our Network:

by maintaining the following distances from our assets:

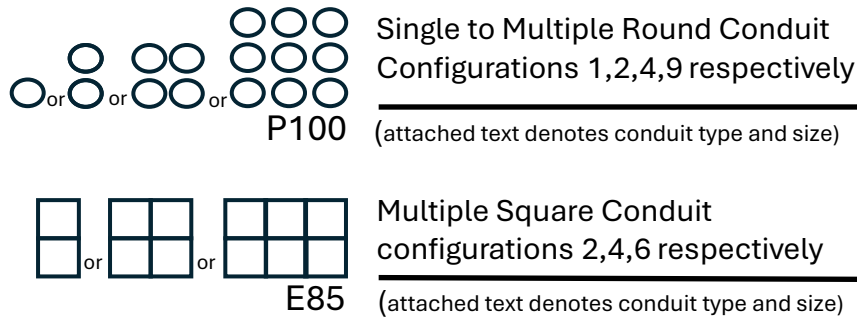
- **1.0m Mechanical Excavators, Farm Ploughing, Tree Removal**
- **500mm Vibrating Plate or Wacker Packer Compactor**
- **600mm Heavy Vehicle Traffic (over 3 tonnes) not to be driven across Telstra ducts or plant.**
- **1.0m Jackhammers/Pneumatic Breakers**
- **2.0m Boring Equipment (in-line, horizontal and vertical)**

For more info contact a [CERTLOC Certified Locating Organisation \(CLO\)](#) or  
Telstra Location Intelligence Team 1800 653 935

# LEGEND



	<b>Lead-in terminates at a Customer Address</b>		Cable Joining Pit Number / Letter indicating Pit type/size
	<b>Exchange</b> Major Cable Present		Elevated Joint (above ground joint on buried cable)
	Pillar / Cabinet Above ground Free Standing		Telstra Plant in shared Utility trench
	Above ground Complex Equipment Please note: Powered by 240v electricity		Aerial cable / or cable on wall
OC	Other Carrier Telecommunication Cable/ Asset. Not Telstra Owned		Aerial cable (attached to joint use Pole e.g., Power Pole)
DIST	Distribution cables in Main Cable Ducts		Marker Post Installed
MC	Main Cable ducts on a Distribution Plan		Buried Transponder
	Blocked or Damaged Duct		Marker Post & Transponder
	Footway Access Chamber (can vary between 1-lid to 12-lid)		Optical Fibre Cable Direct Buried
	NBN Pillar		Direct Buried Cable
	Third Party Owned Network Non-Telstra		nbn owned network



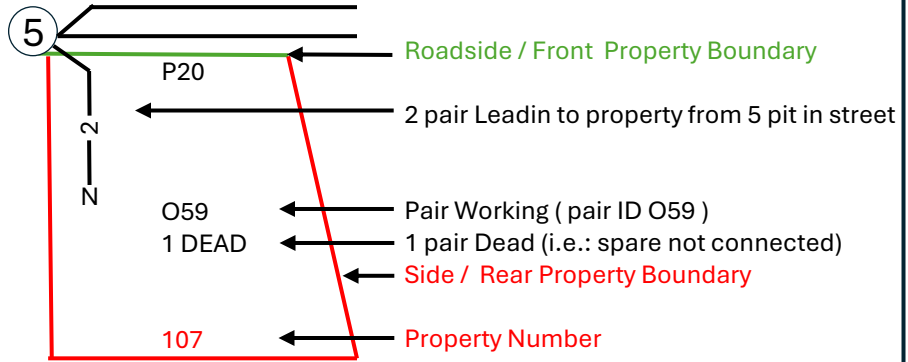
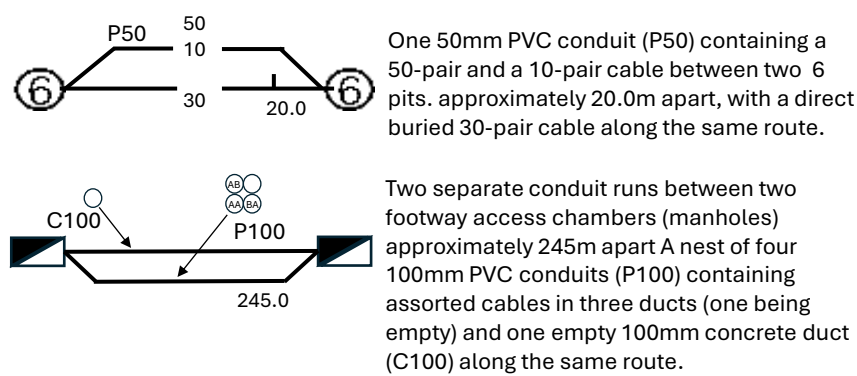
**Some examples of conduit type and size:**

A - Asbestos cement, P - PVC / Plastic, C - Concrete, GI - Galvanised Iron, E - Earthenware

Conduit sizes nominally range from 20mm to 100mm

P50 50mm PVC conduit  
P100 100mm PVC conduit  
A100 100mm asbestos cement conduit

## Some Examples of how to read Telstra Plans



# The 5 Ps of Safe Excavation

<https://www.byda.com.au/before-you-dig/best-practice-guides/>

<h2>Plan</h2> <p>Plan your job. Use the BYDA service at least one day before your job is due to begin, and ensure you have the correct plans and information required to carry out a safe project.</p>	<h2>Prepare</h2> <p>Prepare by communicating with asset owners if you need assistance. Look for clues onsite. Engage a Certified Locator.</p>	<h2>Pothole</h2> <p>Potholing is physically sighting the asset by hand digging or hydro vacuum extraction.</p>	<h2>Protect</h2> <p>Protecting and supporting the exposed infrastructure is the responsibility of the excavator. Always erect safety barriers in areas of risk and enforce exclusion zones.</p>	<h2>Proceed</h2> <p>Only proceed with your excavation work after planning, preparing, potholing (unless prohibited), and having protective measures in place.</p>
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**Referral**  
263077131

**Member Phone**  
0404 010 658

## Responses from this member

**Response received** Thu 23 Oct 2025 12.19pm

<b>File name</b>	<b>Page</b>
Response Body	132
263077131 - Torus Networks Plan.pdf	134
Torus Networks - Important Information.pdf	135



Torus Networks Pty Ltd

33/10 Benson St

Toowong

QLD 4066

Date: 23 Oct 2025

To: Sam Salter

**Please DO NOT SEND A REPLY to this email as it has been automatically generated and replies are not monitored.**

Thank you for your BYDA enquiry (referenced below)—according to our records your enquiry impacts our infrastructure.

Please ensure that you read the attached documentation, as it contains important information including essential steps that must be undertaken prior to commencing your intended activities.

<b>SEQUENCE NO.:</b>	263077131
<b>JOB NO.:</b>	51504650
<b>LOCATION:</b>	69 Willow Rd Redbank Plains QLD 4301

**WARNING: When working in the vicinity of Torus Networks Pty Ltd's assets you have a legal Duty of Care that must be observed.**

If you require further information, please contact Matthew Van Hecke by emailing [matt@torusnetworks.com.au](mailto:matt@torusnetworks.com.au) or by calling [07 3122 3774](tel:0731223774)

To best manage the risk of damage and liability, we recommend that you engage the services of a BYDA Certified Locator

#### Important Notice

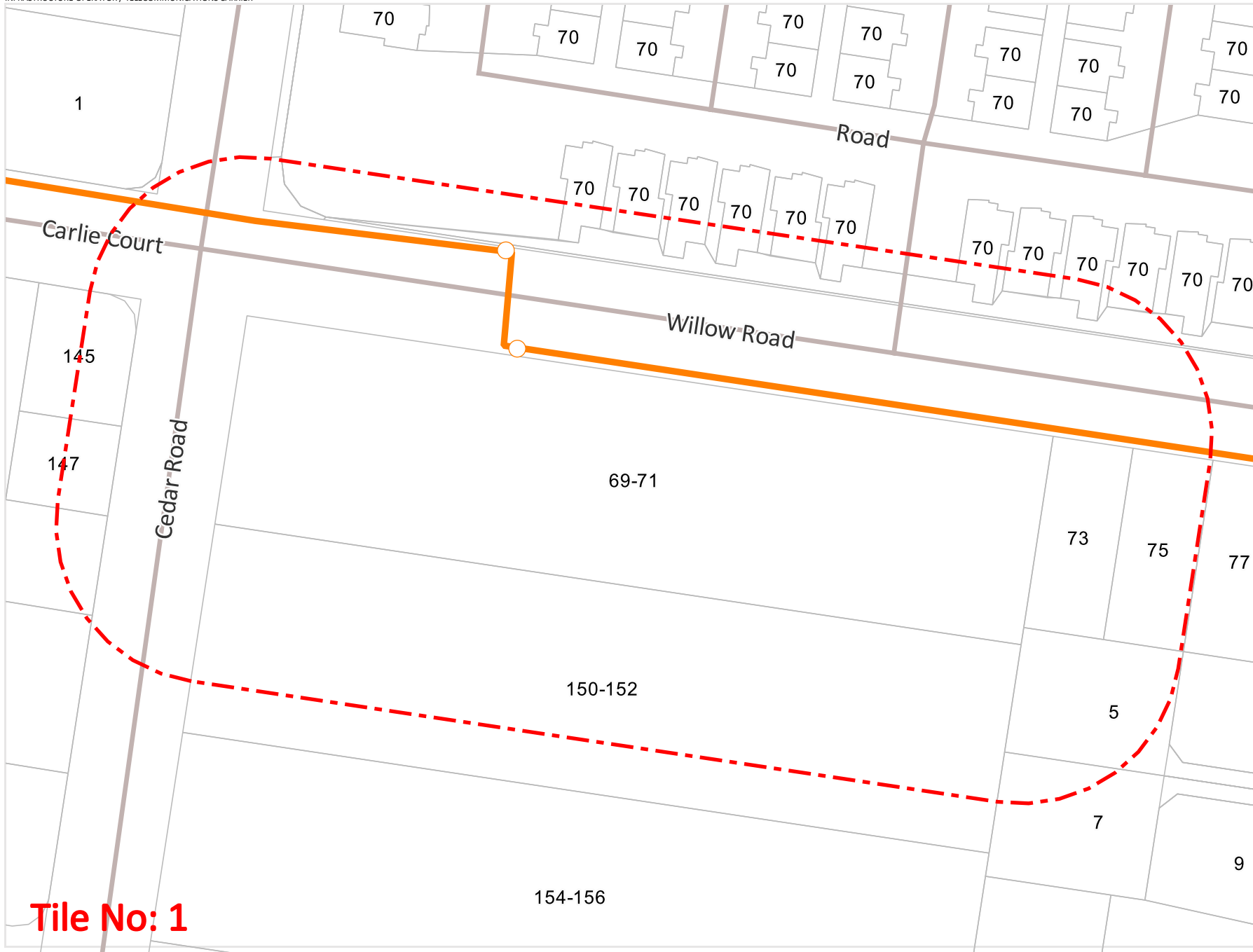
This enquiry response, including any associated documentation, has been assessed and compiled from the information detailed within the BYDA enquiry outlined above. **Please ensure that the BYDA enquiry details and this response accurately reflect your proposed works.**

This response is intended for use only by the addressee. If you have received the enquiry response in error, please let us know by telephone and delete all copies; you are advised that copying, distributing, disclosing or otherwise acting in reliance on the response is expressly prohibited.

**Disclaimer:** While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Torus Networks Pty Ltd nor PelicanCorp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.

If you are unable to launch any of the files for viewing and printing, you may need to download and install free viewing and printing software such as [Adobe Acrobat Reader \(for PDF files\)](#)





### Legend

- Pit
- Fibre Optic Cable / Conduit
- Fibre Optic Cable / Telstra Conduit

**Where Fibre Optic Cable is denoted as being in Telstra conduit, it is critical that no works commence within the area until you have received and appraised the applicable Telstra Duct Plans**



© State of Queensland (Department of Natural Resources, Mines and Energy) 2023



Scale: 1:1000  
Expires: 20 Nov 2025

**DISCLAIMER:** While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Torus Networks nor PelicanCorp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.



**Tile No: 1**

### IMPORTANT INFORMATION

Torus Networks operate third party Telecommunications Network infrastructure—this may include Third-party Infrastructure Owner's and their customers, which are highlighted where applicable on the attached Plan/s.

Plans and sketches supplied by Torus Networks are diagrams only and indicative of the presence of telecommunications infrastructure in the general vicinity of the geographical area shown. Exact ground cover and alignments cannot be given with any certainty and cover may alter over time.

### DUTY OF CARE

When working in the vicinity of telecommunications plant, you have a legal “Duty of Care” that must always be observed. The below details and information must be considered and understood.

It is the responsibility of the constructor to identify and locate infrastructure, pothole underground assets and to safely work around infrastructure without causing damage. Torus Networks (including Third-party Infrastructure Owner's and their customers) will seek compensation for any damage caused to its property and losses caused to Torus Networks and its customers.

**Any damage to Torus Network’s infrastructure must be immediately reported to (07) 3122 3774**

Due to continued network expansion, this network information can only be considered valid and accurate for 28 days from issue.

The table below details the minimum clearance distances that must be maintained between construction activity and Torus Network’s plant. If for any reason these cannot be maintained, please contact the above details to seek consultation on how to resolve the situation.

### ESSENTIAL PRECAUTION & APPROACH DISTANCES

<b>Jackhammers/Pneumatic Breakers</b>	Not within 1.0m of actual validated location.
<b>Vibrating Plate or Wacker Packer Compactor</b>	Not within 0.5m of actual validated location of Torus Networks ducts. 300mm compact clearance cover before compactor can be used across Torus Networks ducts.
<b>Boring Equipment (in-line, horizontal and vertical)</b>	Not within 2.0m of actual validated location. Constructor to hand dig or use non-destructive water jet method (pothole) and expose plant.
<b>Heavy Vehicle Traffic (over 3 tonnes)</b>	Not to be driven across Torus Networks ducts (or plant) with less than 600mm cover. Constructor to check actual depth via hand digging.
<b>Mechanical Excavators, Farm ploughing and Tree Removal</b>	Not within 1.0m of actual validated location. Constructor to hand dig or use non-destructive water jet method (pot-hole) and expose plant.



**Disclaimer:** While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Torus Networks Pty Ltd nor PelicanCorp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.

**Referral**  
263077137

**Member Phone**  
1800 786 306

## Responses from this member

**Response received** Thu 23 Oct 2025 12.16pm

<b>File name</b>	<b>Page</b>
Response Body	137
263077137.pdf	138

Date: 23/10/2025

Enquirer Name: Sam Salter  
Enquirer Address: 631-647 Stanley Street  
Email: sam.slater@onefin.net.au  
Phone: +61427232146

Dear Sam Salter

The following is our response on behalf of each of the TPG carriers (listed below) to your Before You Dig Australia enquiry – Sequence **263077137**

It is provided to you on a confidential basis under the following conditions and must be shredded or securely disposed of after use.

### **Assets Affected: 69 Willow Rd Redbank Plains**

Carriers (each a “TPG carrier”) and assets affected:

PIPE Networks

#### **Location:**

According to our records, the underground assets in the vicinity of the location stated in your enquiry are **AFFECTED**. Please read the below information and disclaimers in addition to the any attached plans provided prior to any construction activities.

#### **IMPORTANT INFORMATION**

- The information provided is valid for 30 days from the date of this response. If your work site area changes or your construction activity is beyond 30 days please contact Before You Dig Australia on 1100 or [www.1100.com.au](http://www.1100.com.au) to re-submit a new enquiry.
- Due to the nature of underground assets and the age of some assets and records, our plans are indicative of the general location only and may not show all assets in the location. You should not solely rely on these plans when undertaking construction works. It is also inaccurate to assume depth or that underground network conduit and cables follow straight lines, and careful on-site investigations are essential to locate an asset's exact position prior to excavation. It is your responsibility to locate and confirm the exact location of our infrastructure using non-destructive techniques. We make no warranty or guarantee that our plans are complete, current or error free, and to the maximum extent permitted by law we exclude all liability to you, your employees, agents and contractors for any loss, damage or claim arising out of or in connection with using our plans.
- Please note that some of our conduits carry electrical cables and gas pipes. Please exercise extreme care when working within the vicinity of these conduit and take into account the minimum clearance distances under Duty Of Care below.
- You (and your employee and contractors) must not open, move, interfere, alter or relocate any of our assets without our prior approval.
- **Note** It is a criminal offence under the *Criminal Code Act 1995 (Cth)* to tamper or interfere with communication facilities owned by a carrier. Heavy penalties may apply for breach of this prohibition, and any damages suffered, or costs incurred by us as a result of such unauthorised works may be claimed against you.

#### **DAMAGE**

- You must report immediately any damage to our network on **1800 786 306** (24hrs). We will hold you liable and seek compensation for any loss or damage to our network, our property and our customers that is caused by or arises out of your activities.

#### **DUTY OF CARE**

You have a duty of care to carefully locate, validate and protect our assets when carrying out works near our infrastructure. For construction activities that may impact on or interfere with our network, you will need to call us on **1800 786 306** to discuss a suitable engineering solution, lead time and cost involved. The below precautions must be taken when working in the vicinity of our network:

- Contact us on **1800 786 306** to discuss and obtain relevant information and plans on our infrastructure in a particular location if the information provided in this response is insufficient.
- Physically locate and mark on-site our network infrastructure using non-destructive techniques i.e. pot holing or hand digging every 5 metres prior to commencing any construction activities. Assets located must be marked to AS5488 standard. **NO CONSTRUCTION WORK IS ALLOWED UNTIL THIS STEP IS COMPLETED.** You must use an approved telecommunications accredited locator, or we can provide a locator for you at your expense. If we provide you with a locator, and this locator attended the site and is proven to be grossly negligent in physically locating and marking our infrastructure, then to the extent any TPG carrier is liable for this locator's negligence, acts and omissions, the total liability aggregated for all TPG carriers is limited, at our option, to attend the site and re-mark the infrastructure or to pay for a third party to re-mark the infrastructure.
- If you require us to locate or monitor our infrastructure, please allow five business days' notice for us to respond.
- Ensure all information, including our network requirements and any associated plans provided by us are kept confidential and remain on-site throughout your construction works.

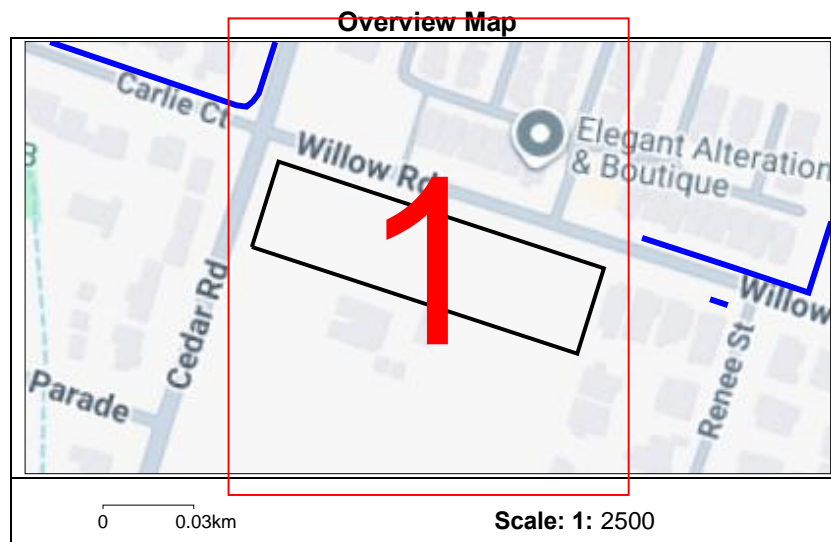
- Use suitably qualified and supervised professionals, particularly if you are working near assets that contain electricity cables or gas pipes.
- Ensure the below minimum clearance distances between the construction activities and the actual location of our assets are met. If you need clearance distances for our above ground assets, or if the below distances cannot be met, call **1800 786 306** to discuss.

**Minimum assets clearance distances.**

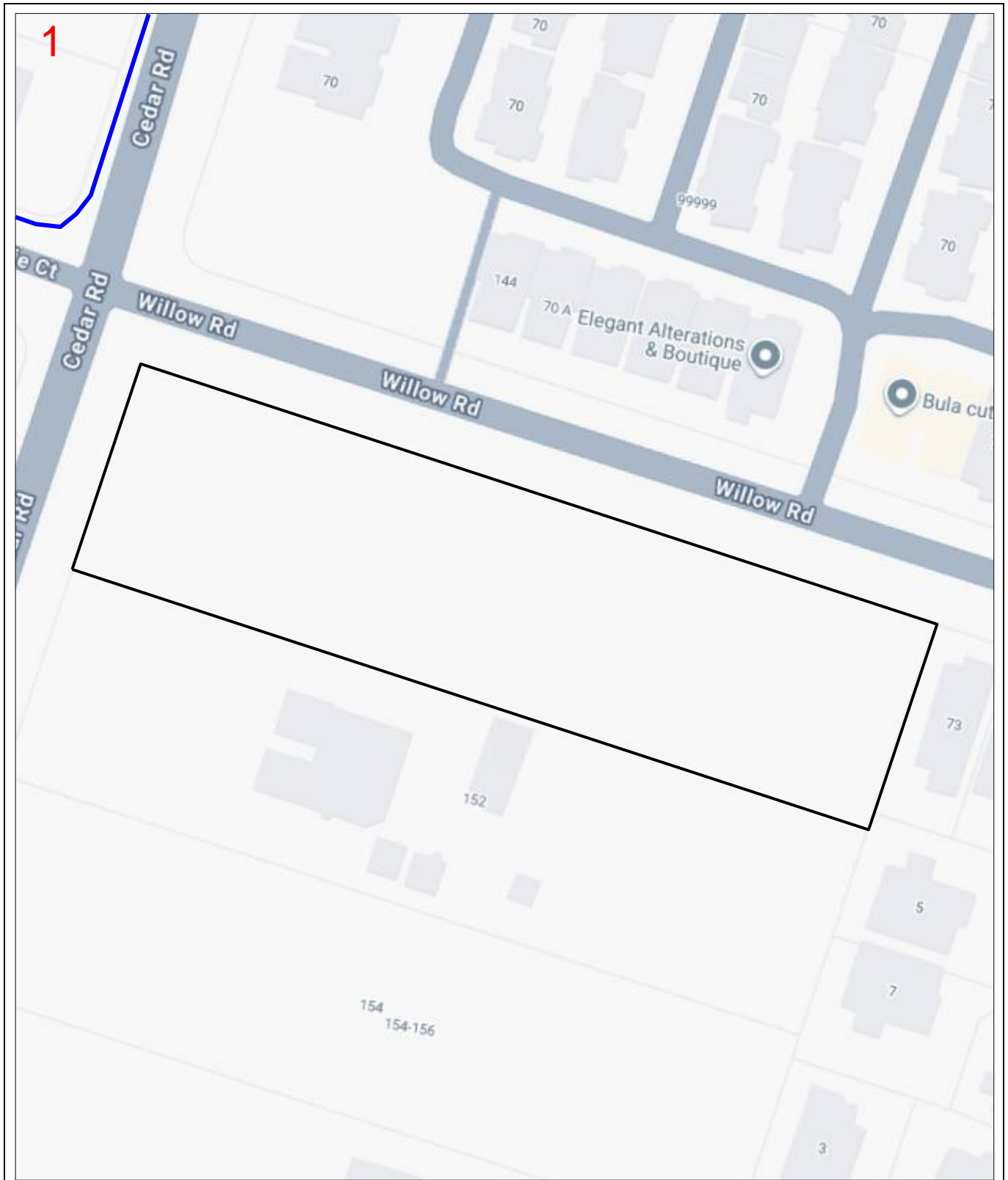
- 300mm when laying asset inline, horizontal or vertical.
  - 1000mm when operating vibrating equipment. Eg: vibrating plates. No vibrating equipment on top of asset.
  - 1000mm when operating mechanical excavators or jackhammers/pneumatic breakers.
  - 2000mm when performing directional bore in-line, horizontal and vertical.
  - No heavy vehicle over 3 tonnes to be driven over asset with less than 600mm of cover.
- Reinstate exposed TPG network infrastructure back to original state.

**PRIVACY & CONFIDENTIALITY**

- Privacy Notice – Your information has been provided to us by Before You Dig Australia to respond to your Before You Dig Australia enquiry. We will keep your personal information in accordance with TPG’s privacy policy, see [www.tpg.com.au/about/privacy](http://www.tpg.com.au/about/privacy).
- Confidentiality – The information we have provided to you is confidential and is to be used only for planning and designing purposes in connection with your Before You Dig Australia enquiry. Please dispose of the information by shredding or other secure disposal method after use. We retain all intellectual property rights (including copyrights) in all our documents and plans.



TPG Telecom Limited



**Enquiry Number: 263077137**

**Map Sheet: 1**

**Scale: 1: 750**

0 0.008km



**LEGEND**

BYDA Work Area



AAPT/PowerTel Pit



AAPT/PowerTel Duct



DDA Pit



DDA Duct



Agile/Adam Pit



Agile/Adam Duct



TransACT Pit



TransACT Duct



SOUL Pattinson Telecoms Pit



SOUL Pattinson Telecoms Duct



PIPE Networks Pit



PIPE Networks Duct



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## End of document

**i** This document may exclude some files (eg. DWF or ZIP files)

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