

NOTTINGHAM RESIDENCES

DISCLOSURE STATEMENT

Body Corporate and Community Management Act 1997 Section 213

ITEM

1. **The Proposed Lot** The proposed Lot being purchased is Lot No. _____ in The Nottingham Residences Community Title Scheme as identified by the corresponding Lot number on the Disclosure Plan contained in Schedule 1.
2. **The Seller**
Name: DARTMORE PROPERTIES PTY LTD A.C.N. 166 341 313
Address: C/- Warlow Scott Lawyers, Level 7, 79 Adelaide Street, Brisbane, QLD 4000
3. **The Buyer**
Name:
Address:
Telephone: (h)
(mob)
4. **Body Corporate Contributions S.213(2)(b)**
 - (i) The annual contributions for the first year after the establishment of the Community Titles Scheme reasonably expected to be payable to the Body Corporate by the Owner of the proposed Lot are set out in Schedule 3.
 - (ii) The extent to which the amount referred to in subparagraph (i) is based on the contribution schedule lot entitlements for the lots included in the Scheme is 100%, save for Building Insurance which is nil.
 - (iii) The extent to which the amount referred to in subparagraph (i) is based on the interest schedule lot entitlements for the lots included in the Scheme is 0%, save for Building Insurance which is 100%.
 - (iv) The contribution schedule lot entitlements, and interest schedule lot entitlements, for the lots included in the Scheme are set out in the proposed community management statement for the Scheme.
5. **Body Corporate Contracts s.213(2)(c)** The details of the proposed engagement of a person as a Body Corporate manager or service contractor for the Scheme proposed to be entered into after the establishment of the Scheme are as follows:
 - (a) Body Corporate Manager (Administration Agreement)
 - (i) the terms of the engagement - substantially similar to the Agreement in Schedule 7

- (ii) the estimated cost of the engagement to the Body Corporate - see Schedule 3
 - (iii) The proportion of the cost to be borne by the Owner of the proposed Lot for the first year of the relevant engagement - see Schedule 3
- (b) Service Contractor (Caretaker Agreement)
- (i) the terms of the engagement - substantially similar to the Agreement in Schedule 8
 - (ii) the estimated cost of the engagement to the Body Corporate - see Schedule 3
 - (iii) The proportion of the cost to be borne by the Owner of the proposed Lot for the first year of the relevant engagement - see Schedule 3
- (c) Service Contractor (Origin Energy)
- (i) the terms of the engagement - substantially similar to the Agreement in Schedule 12
 - (ii) the estimated cost of the engagement to the Body Corporate - see Schedule 3
 - (iii) The proportion of the cost to be borne by the Owner of the proposed Lot for the first year of the relevant engagement - see Schedule 3

- | | | |
|-----|--|---|
| 6. | Letting Contract S.213(2)(d) | Details of the terms of any proposed authorisation of a person as a letting agent for the Scheme proposed to be given after the establishment of the Scheme - similar to the Agreement in Schedule 9 |
| 7. | Body Corporate Assets S.213(2)(e) | Details of all Body Corporate assets proposed to be acquired by the Body Corporate after the establishment of the Scheme - as specified in Schedule 10. |
| 8. | Proposed Community Management Scheme S.213(2)(f) | The proposed Community Management Statement is annexed as Schedule 4. |
| 9. | Regulation Module S.213(2)(g) | The regulation module to apply is the Accommodation module. |
| 10. | Other matter prescribed by regulation S.213(2)(h) | Nil |
| 11. | Representation as to Title | The prospective Seller or the prospective Seller's agent (whether personally or by any employee) has not made or offered to the prospective Buyer or the prospective Purchaser's agent any representation, promise or term with respect to the provision to the Purchaser of a Certificate of Title that relates to the Lot in question except that an indefeasible title for the Lot in question will be created on the recording of the particulars of the Lot in the Freehold Land Register. |
| 12. | Power of Attorney S.219 | The Seller discloses that it will require the Buyer to give the Seller a power of attorney on the terms specified in |

SCHEDULE 1

Disclosure Plan

The proposed Lot is identified by the respective lot number on the Disclosure Plan attached.

The Buyer acknowledges that the plans are draft only and are subject to change and the provisions of the Contract.

Reinstatement Report

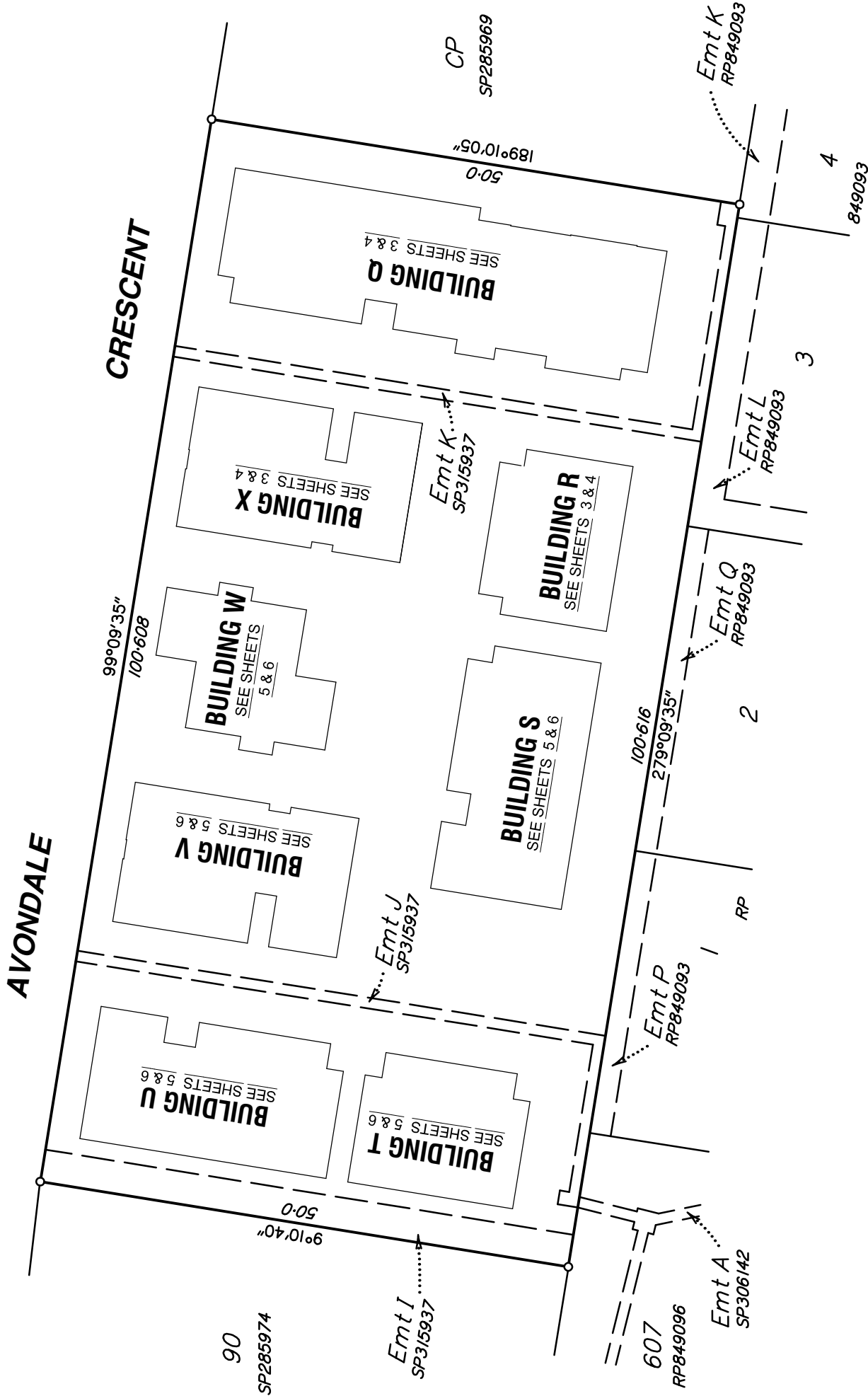
This is a staged development. Stage boundaries have been reinstated from existing monuments from underlying and adjoining survey plans. Subject dimensions agree with previous surveys within established survey accuracies.

The reinstatement of the subject boundaries directly follows the precedent established by SP315937.

Base Parcel Area

5031 m²

STN	TO	ORIGIN	BEARING	DIST

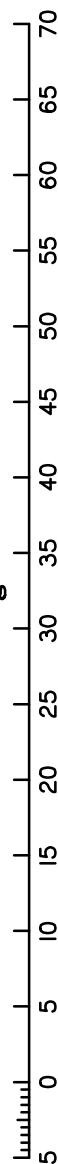


PRELIMINARY

All Buildings are 2 Storey Buildings.

Peg placed at all new corners, unless otherwise stated.

Scale 1:500 - Lengths are in Metres.



Wolter Consulting Group Pty Ltd (ACN 147 343 084) hereby certify that this plan has been prepared by us as a preliminary copy of the proposed subdivision from supplied design drawings provided by Heran Building Group Pty Ltd on 25/06/2020.

Final areas are subject to design changes, Council approval, construction, field survey and registration with the Department of Natural Resources, Mines and Energy and may differ from those shown on this plan.

AKT

29-06-20
Date

Cadastral Surveyor

0 50mm 100mm 150mm State copyright reserved.

Plan of Lots 51-74 and Common Property

Cancelling Lot 12 on SP315937

LOCAL GOVERNMENT: BRISBANE CITY

LOCALITY: PARKINSON

Meridian: SP315937

Survey Records: No

Scale: 1:500

Format: BUILDING

PROPOSED
SP317228
29-06-20-VERSION B

The Seller, under the Contract Terms, is entitled to make Variations to the Lot, including to its location, area, size, dimensions and elevation. Without limitation, if the area of the Lot on the Plan is not more than 5% different to the total area of the Lot as shown on this Plan, the Variation is deemed to be a Permitted Variation and the Buyer cannot Object.

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
	Lot 12 on SP315937	51-74 & CP	_____	_____

P R E L I M I N A R Y

Date of Development Approval

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	\$

51-74 & CP	Portion 404
Lots	Orig

2. Orig Grant Allocation :

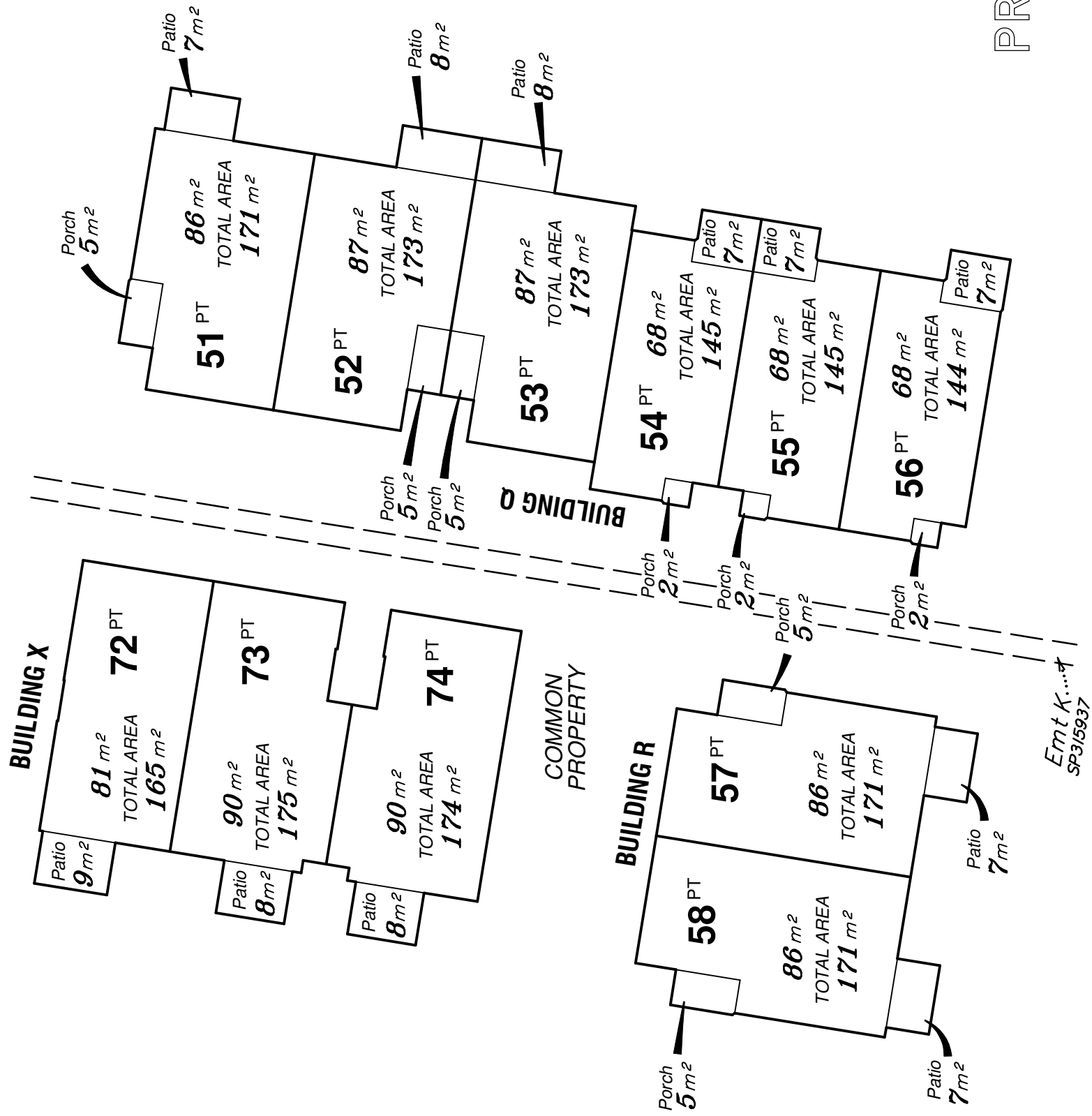
3. References :
Dept File :
Local Govt :
Surveyor : **SB3789/3**

5. Passed & Endorsed :

By: **Wolter Consulting Group Pty Ltd**
Date :

Signed :
Designation : **Liaison Officer**

8. Insert Plan Number **SP317228**

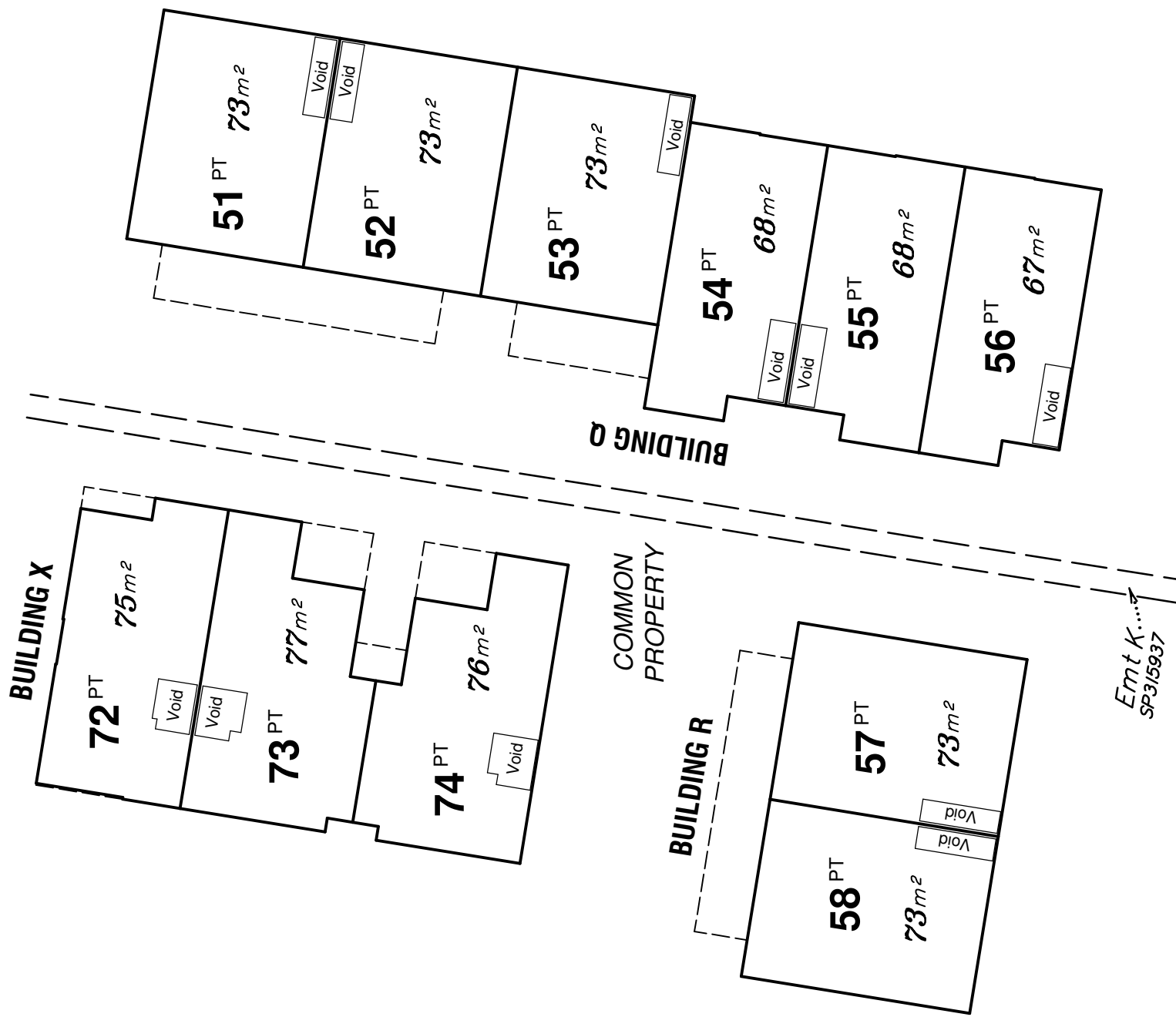


PRELIMINARY

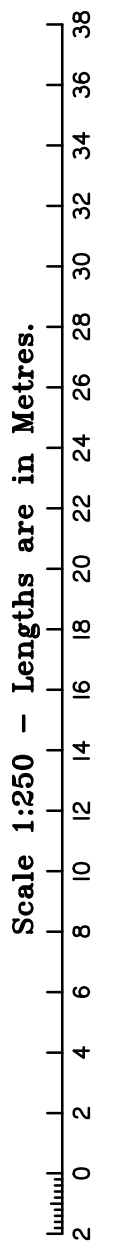
Scale 1:250 - Lengths are in Metres.



LEVEL A
SCALE 1:250



PRELIMINARY



BUILDING X

BUILDING Q

BUILDING R

COMMON PROPERTY

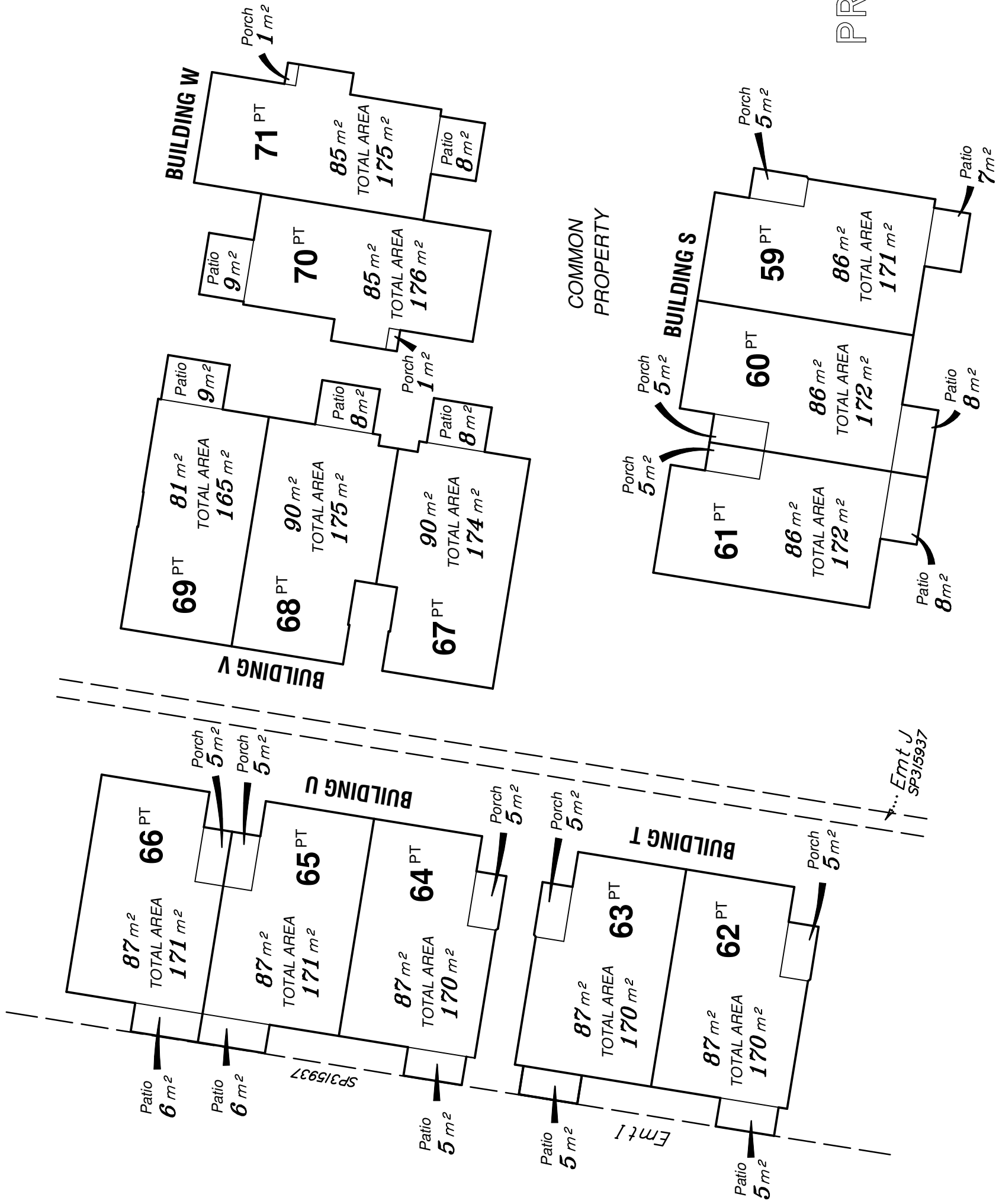
Emt K...
SP3/5937

--- Denotes Outline of Level Below

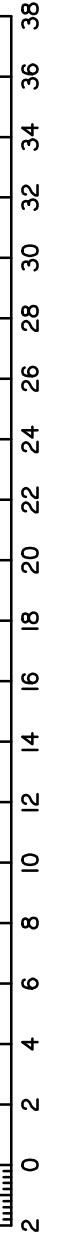
LEVEL B
SCALE 1:250



PRELIMINARY



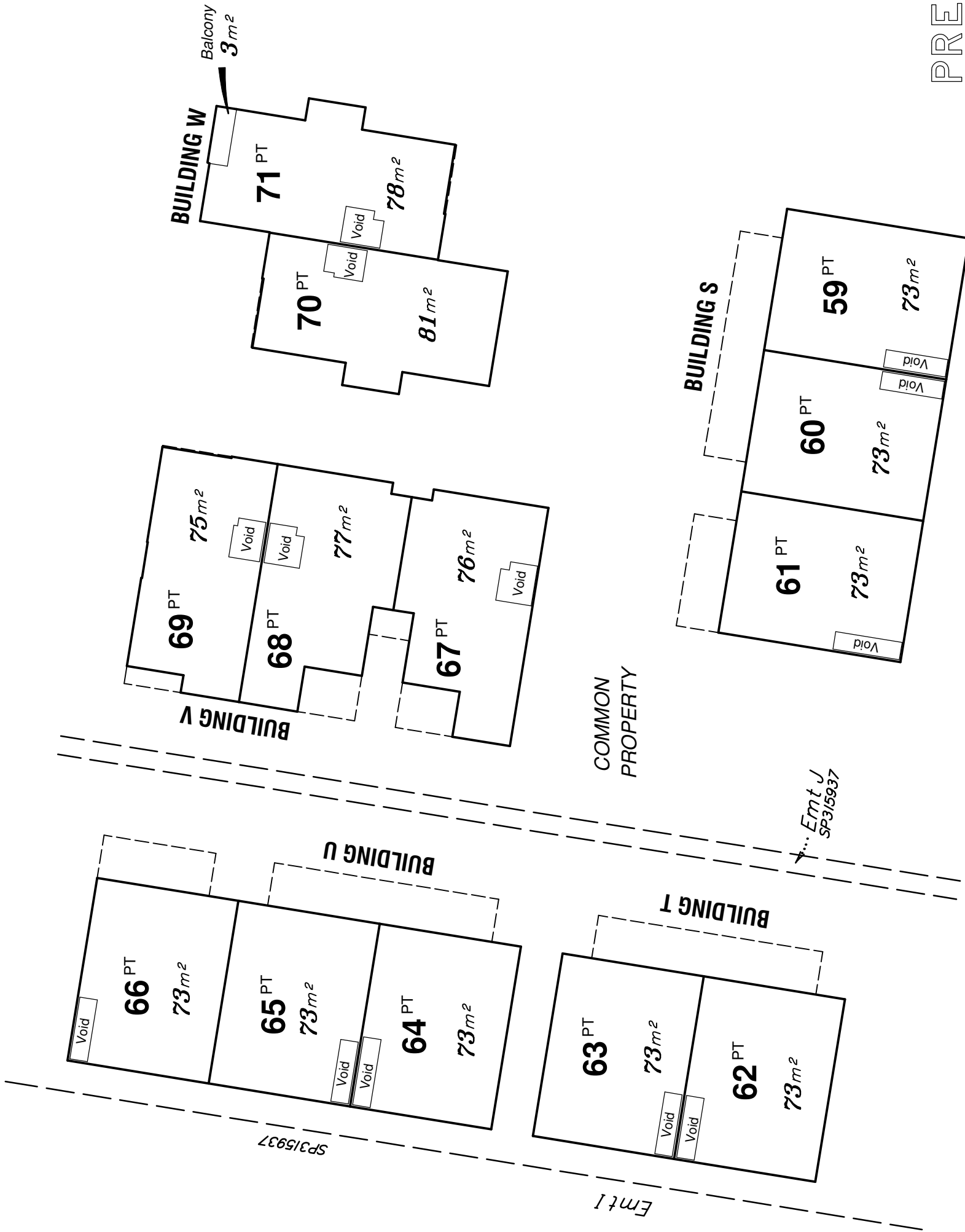
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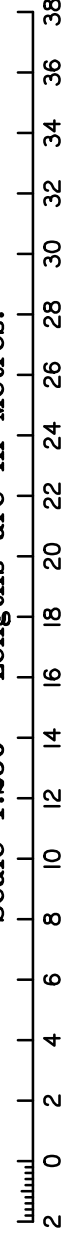
LEVEL A
SCALE 1:250



PRELIMINARY

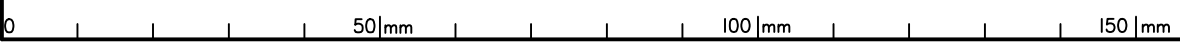


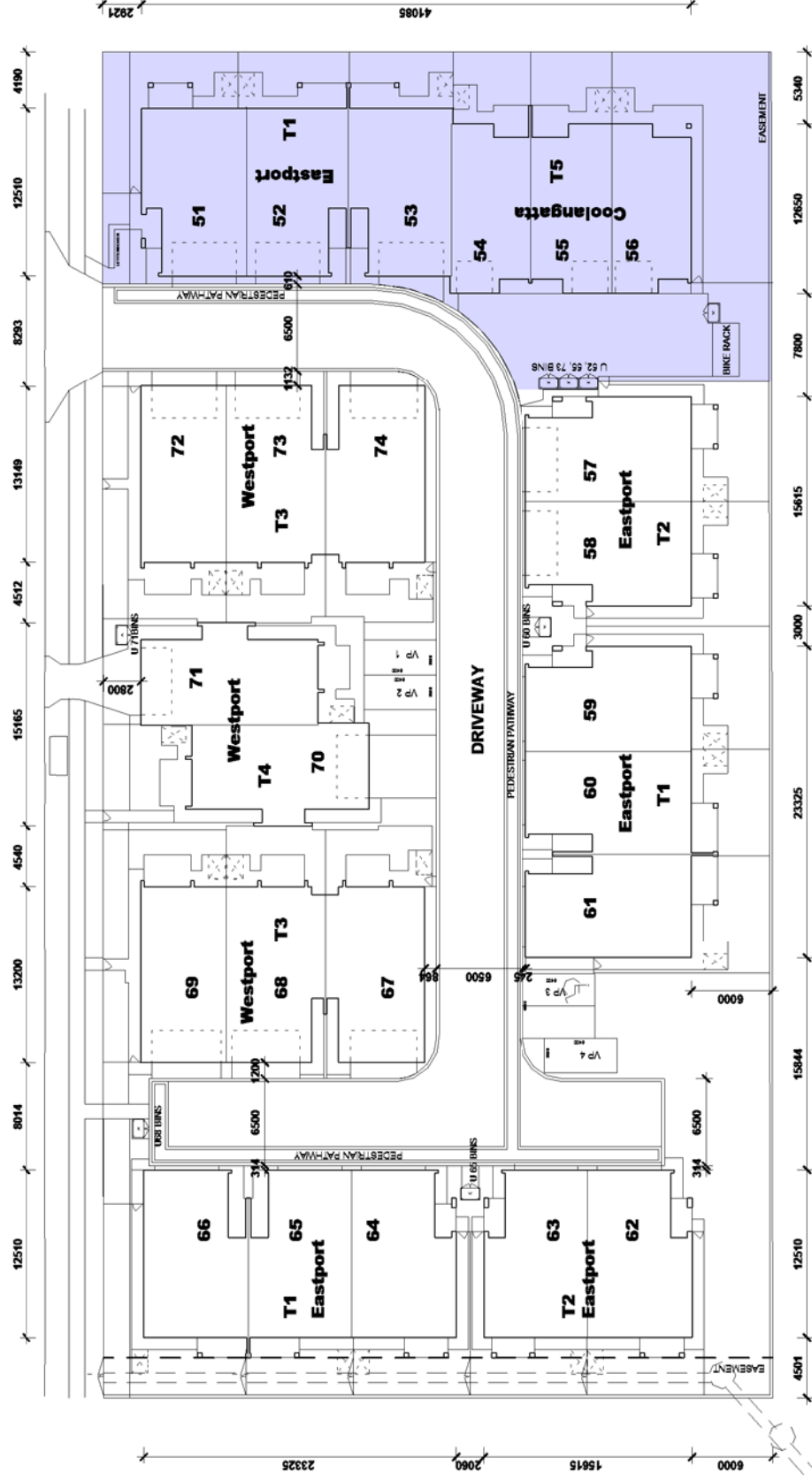
Scale 1:250 - Lengths are in Metres.



--- Denotes Outline of Level Below

LEVEL B
SCALE 1:250





BAL-12.5 BUSHFIRE REQUIREMENTS:

- EXTERNAL METAL MESH SCREENS TO ALL OPENABLE WINDOWS.
- 4mm SAFETY GLASS TO WINDOWS & DOORS WITHIN 400mm OF GROUND.
- METAL OR BUSHFIRE RESISTANT TIMBER FRAMES TO ALL WINDOWS & DOORS WITHIN 400mm OF GROUND.
- SOLID CORE CONSTRUCTION EXTERNAL ENTRY DOORS.
- WEATHER STRIPS/DRAUGHT EXCLUDERS TO ALL EXTERNAL DOORS.
- SPARK ARRESTOR SCREENS TO VENTS & WEEPHOLES.
- ROOF/WALL JOINTS TO BE SEALED.
- SARKING TO ALL ROOFS.



ABN 22 010 071 744
 DESIGNERS AND BUILDERS
 OF QUALITY HOMES EST. 1952
 301/50 MARINE PARADE
 SOUTHPORT Q 4215
 P. 07 5528 0111
 F. 07 5528 0333

No.	Description	Date

Project: **TOWNHOUSE DEVELOPMENT**
 Location: **176 NOTTINGHAM RD - PARKINSON**
 Client: **HERAN BUILDING GROUP**

Unit Type: **T1/T5-EASTPORT COOLANGATTA**
 Unit Number: **UNITS 51-56**

Scale: **1 : 500**
 Drawn by: **TB**
 Project Number: **0000**
 Drawing Number: **01**

Sheet Name: **LOCATION PLAN**
 Date: **JUNE 2020**

WINDOW SCHEDULE GROUND FLOOR

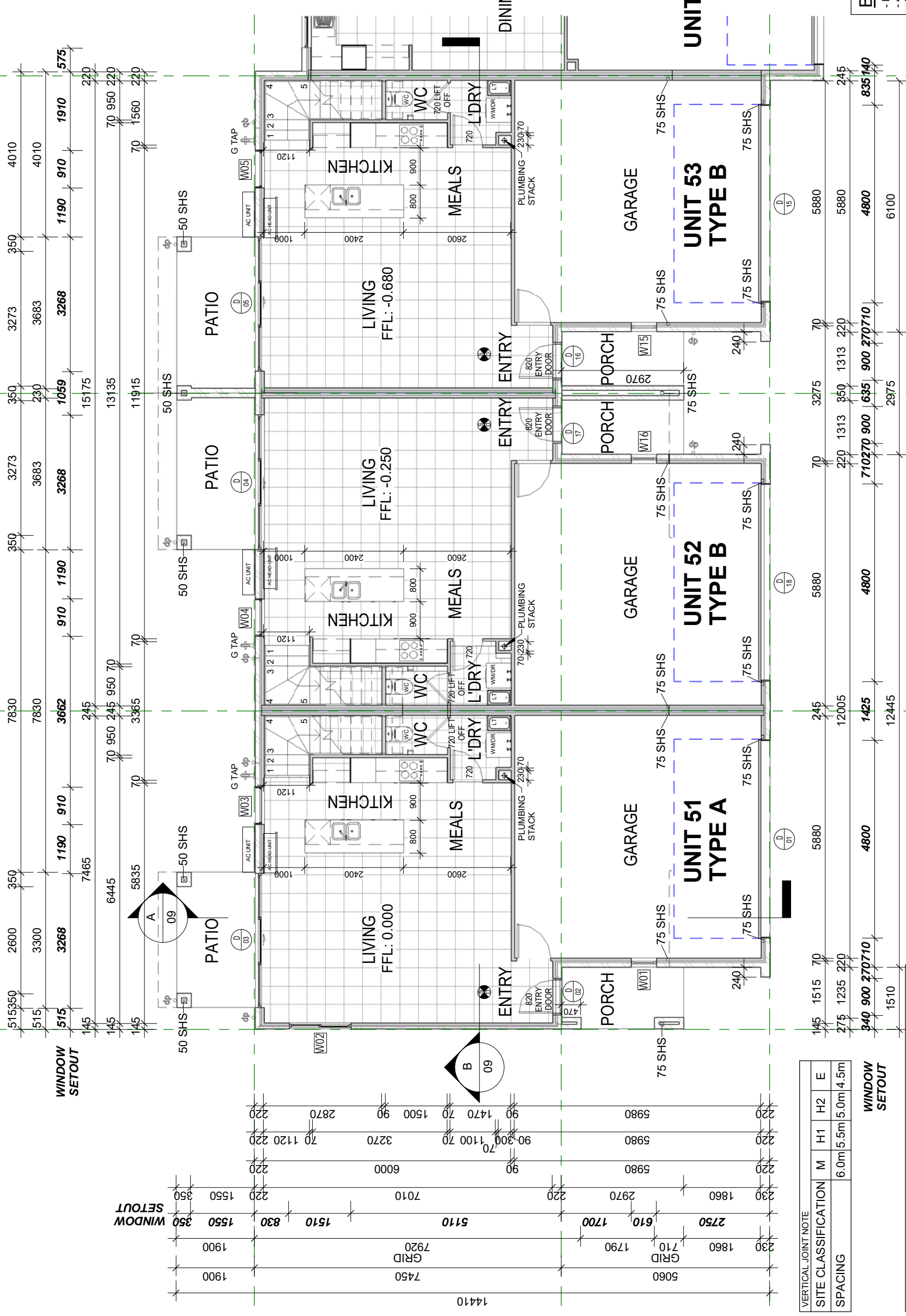
Mark	Type	Acoustic Info	Seals
01	18.06 FW	140 x 35	No
02	18.15 SW	140 x 35	No
03	18.09 AW	140 x 35	No
04	18.09 AW	140 x 35	No
05	18.09 AW	140 x 35	No
06	12.15 SW	2/190 x 35	No
07	12.15 SW	2/190 x 35	No
08	12.15 SW	2/190 x 35	No
09	18.15 SW 2	2/190 x 35	No
10	09.06 SW	140 x 35	No
11	09.06 SW	140 x 35	No
12	15.09 FW	140 x 35	No
13	15.09 FW	140 x 35	No
14	15.09 FW	140 x 35	No
15	18.06 FW	140 x 35	No
16	18.06 FW	140 x 35	No

DOOR SCHEDULE (EXT.)

Mark	Type	Acoustic Info	Seals
01	21.48 PANEL LIFT	240 x 65 18C	No
02	820 ENTRY DOOR	140 x 35	No
03	21.31 SD	2/240x35	No
04	21.31 SD	2/240x35	No
05	21.31 SD	2/240x35	No
06	21.18 SD	190 x 35	No
07	21.18 SD	190 x 35	No
08	21.18 SD	190 x 35	No
09	820 ENTRY DOOR	190 x 35	No
10	21.27 PANEL LIFT	240 x 65 18C	No
11	21.27 PANEL LIFT	240 x 65 18C	No
12	820 ENTRY DOOR	190 x 35	No
13	820 ENTRY DOOR	190 x 35	No
14	21.27 PANEL LIFT	240 x 65 18C	No
15	21.48 PANEL LIFT	240 x 65 18C	No
16	820 ENTRY DOOR	140 x 35	No
17	820 ENTRY DOOR	140 x 35	No
18	21.48 PANEL LIFT	240 x 65 18C	No
19	21.21 SD	240 x 35	No

BAL -12.5 BUSHFIRE REQUIREMENTS:

- EXTERNAL METAL MESH SCREENS TO ALL OPENABLE WINDOWS.
- 4mm SAFETY GLASS TO WINDOWS & DOORS WITHIN 400mm OF GROUND.
- METAL OR BUSHFIRE RESISTANT TIMBER FRAMES TO ALL WINDOWS & DOORS WITHIN 400mm OF GROUND.
- SOLID CORE CONSTRUCTION EXTERNAL ENTRY DOORS.
- WEATHER STRIPS/DRAUGHT EXCLUDERS TO ALL EXTERNAL DOORS.
- SPARK ARRESTOR SCREENS TO VENTS & WEEPHOLES.
- ROOF/WALL JUNCTIONS TO BE SEALED.
- SARKING TO ALL ROOFS.



NOTES

- FLOOR LAYOUT + DIMENSIONS + NOTATIONS EQUIVALENT TO ADJOINING UNIT UNLESS NOTED OTHERWISE.
- CONTRACTOR TO EXIT ALL RELEVANT MECHANICAL VENTILATION ON LOWER FLOORS OUTSIDE OF BUILDING.

VERTICAL JOINT NOTE

SITE CLASSIFICATION	M	H1	H2	E
SPACING	6.0m	5.5m	5.0m	4.5m

No.	Description	Date

HERAN
BUILDING GROUP PTY. LTD.

ABN 22 010 071 744
DESIGNERS AND BUILDERS
OF QUALITY HOMES EST. 1952
301/50 MARINE PARADE
SOUTHPORT Q 4215
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Project	Unit Type
TOWNHOUSE DEVELOPMENT	T1/T5-EASTPORT COOLANGATTA
Location	176 NOTTINGHAM RD - PARKINSON
Client	HERAN BUILDING GROUP

Project	Unit Type	Scale	Drawn by	Date
TOWNHOUSE DEVELOPMENT	T1/T5-EASTPORT COOLANGATTA	1 : 100	TB	JUNE 2020
Location	176 NOTTINGHAM RD - PARKINSON	Project Number	Drawing Number	Revision
Client	HERAN BUILDING GROUP	0000	03.1	

DOOR SCHEDULE (EXT.)

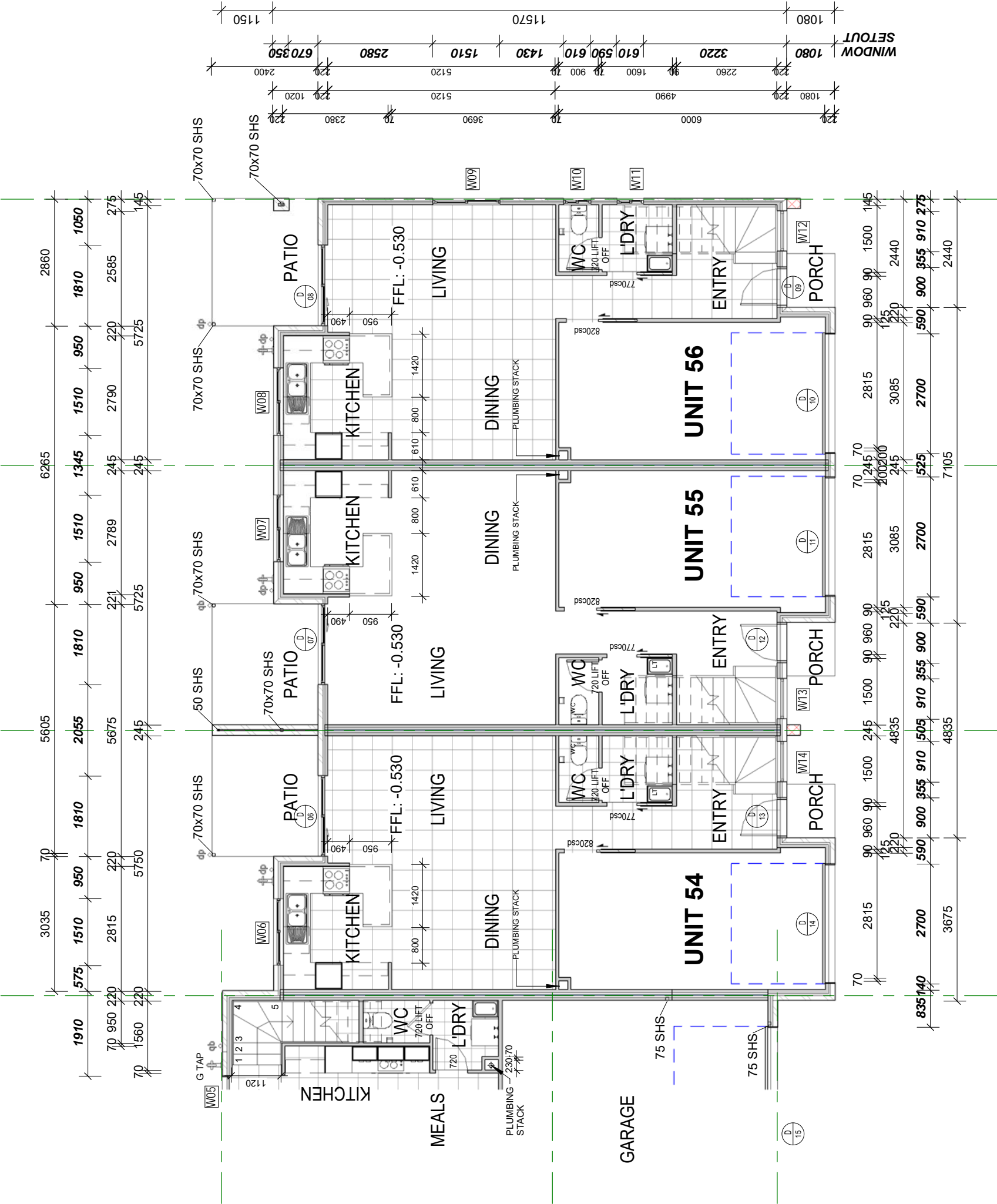
Mark	Type	Lintel MGP12	Acoustic Info	Seals
01	21.48 PANEL LIFT	240 x 65 18C		No
02	820 ENTRY DOOR	140 x 35		No
03	21.31 SD	2/240x35		No
04	21.31 SD	2/240x35		No
05	21.31 SD	2/240x35		No
06	21.18 SD	190 x 35		
07	21.18 SD	190 x 35		
08	21.18 SD	190 x 35		
09	820 ENTRY DOOR	190 x 35		
10	21.27 PANEL LIFT	240 x 65 18C		
11	21.27 PANEL LIFT	240 x 65 18C		
12	820 ENTRY DOOR	190 x 35		
13	820 ENTRY DOOR	190 x 35		
14	21.27 PANEL LIFT	240 x 65 18C		
15	21.48 PANEL LIFT	240 x 65 18C		No
16	820 ENTRY DOOR	140 x 35		No
17	820 ENTRY DOOR	140 x 35		No
18	21.48 PANEL LIFT	240 x 65 18C		No
19	21.21 SD	240 x 35		

WINDOW SCHEDULE GROUND FLOOR

Mark	Type	Lintel MGP12	Acoustic Info	Seals
01	18.06 FW	140 x 35		No
02	18.15 SW	140 x 35		No
03	18.09 AW	140 x 35		No
04	18.09 AW	140 x 35		No
05	18.09 AW	140 x 35		No
06	12.15 SW	2/190 x 35		
07	12.15 SW	2/190 x 35		
08	12.15 SW	2/190 x 35		
09	18.15 SW 2	2/190 x 35		
10	09.06 SW	140 x 35		
11	09.06 SW	140 x 35		
12	15.09 FW	140 x 35		
13	15.09 FW	140 x 35		
14	15.09 FW	140 x 35		
15	18.06 FW	140 x 35		No
16	18.06 FW	140 x 35		No

BAL-12.5 BUSHFIRE REQUIREMENTS:

- EXTERNAL METAL MESH SCREENS TO ALL OPENABLE WINDOWS.
- 4mm SAFETY GLASS TO WINDOWS & DOORS WITHIN 400mm OF GROUND.
- METAL OR BUSHFIRE RESISTANT TIMBER FRAMES TO ALL WINDOWS & DOORS WITHIN 400mm OF GROUND.
- SOLID CORE CONSTRUCTION EXTERNAL ENTRY DOORS.
- WEATHER STRIPS/DRAUGHT EXCLUDERS TO ALL EXTERNAL DOORS.
- SPARK ARRESTOR SCREENS TO VENTS & WEEPHOLES.
- ROOF/WALL JUNCTIONS TO BE SEALED.
- SARKING TO ALL ROOFS.



1 03 GROUND FLOOR PLAN - UNIT 54-56
SCALE - 1 : 100

No.	Description	Date

Project	TOWNHOUSE DEVELOPMENT	Unit Type	T1/T5-EASTPORT COOLANGATTA	Sheet Name	GROUND FLOOR PLAN - UNIT 54-56
Location	176 NOTTINGHAM RD - PARKINSON	Unit Number	UNITS 51-56	Scale	1 : 100
Client	HERAN BUILDING GROUP	Project Number	0000	Drawn by	TB
		Drawing Number	03.2	Date	JUNE 2020
		Revision			

ABN 22 010 071 744
DESIGNERS AND BUILDERS
OF QUALITY HOMES EST. 1952
301/50 MARINE PARADE
SOUTHPORT Q 4215
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F. 07 5528 0333



WINDOW SCHEDULE FIRST FLOOR

Mark	Type	Lintel	Acoustic Info	Seals
17	09.24 SW	MGP12		No
18	09.09 SW	190 x 35		No
19	15.09 FW	140 x 35		No
20	15.09 FW	140 x 35		No
21	10.18 SW	190 x 35		No
22	10.18 SW	190 x 35		No
23	10.18 SW	190 x 35		No
24	10.18 SW	190 x 35		No
25	15.09 FW	140 x 35		No
26	10.15 SW	170 x 35		No
27	10.15 SW	170 x 35		No
28	10.15 SW	170 x 35		No
29	10.15 SW	170 x 35		No
30	10.15 SW	170 x 35		No
31	10.15 SW	170 x 35		No
32	10.15 SW	170 x 35		No
33	15.09 FW	140 x 35		No
34	18.18 SW	2/190 x 35		No
35	18.18 SW	2/190 x 35		No
36	15.09 FW	140 x 35		No
37	15.09 FW	140 x 35		No
38	18.18 SW	2/190 x 35		No
39	12.09 AW	140 x 35		No
40	12.09 AW	140 x 35		No
41	10.18 SW	2/170 x 35		No
42	10.18 SW	2/170 x 35		No
43	12.09 AW	140 x 35		No
44	12.09 AW	140 x 35		No
45	12.09 AW	140 x 35		No
46	12.09 AW	140 x 35		No
47	10.18 SW	2/170 x 35		No

BAL -12.5 BUSHFIRE REQUIREMENTS:

- EXTERNAL METAL MESH SCREENS TO ALL OPENABLE WINDOWS.
- 4mm SAFETY GLASS TO WINDOWS & DOORS WITHIN 400mm OF GROUND.
- METAL OR BUSHFIRE RESISTANT TIMBER FRAMES TO ALL WINDOWS & DOORS WITHIN 400mm OF GROUND.
- SOLID CORE CONSTRUCTION EXTERNAL ENTRY DOORS.
- WEATHER STRIPS/DRAUGHT EXCLUDERS TO ALL EXTERNAL DOORS.
- SPARK ARRESTOR SCREENS TO VENTS & WEEPHOLES.
- ROOF/WALL JUNCTIONS TO BE SEALED.
- SARKING TO ALL ROOFS.



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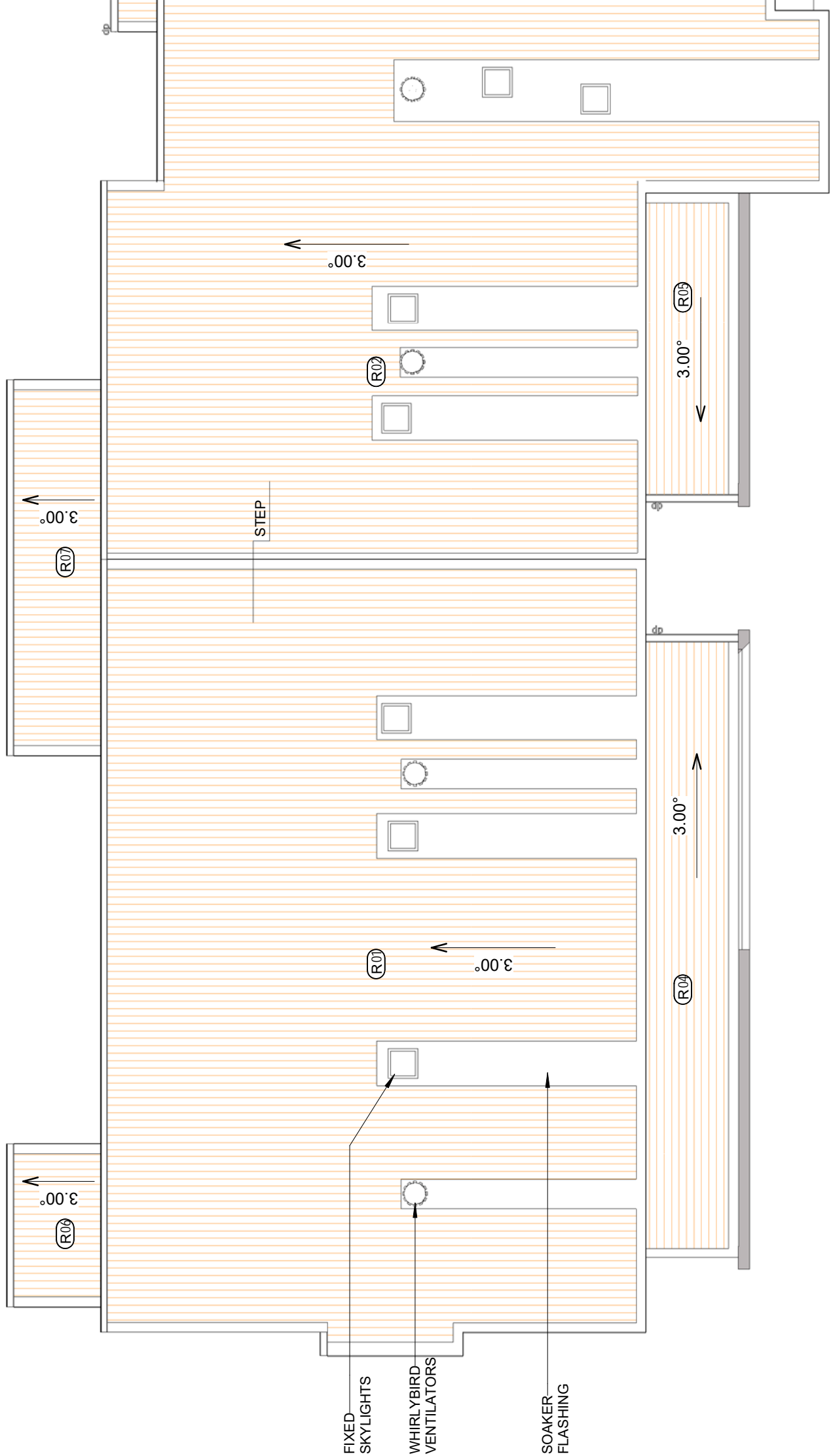


No.	Description	Date

Project	Unit Type	Sheet Name
Townhouse Development	T1/T5-EASTPORT COOLANGATTA	FIRST FLOOR PLAN - UNIT 54-56
Location	Unit Number	Scale
176 NOTTINGHAM RD - PARKINSON	UNITS 51-56	1 : 100
Client	Project Number	Project Number
HERAN BUILDING GROUP	0000	0000
	Drawn by	Date
	TB	JUNE 2020
	Drawing Number	Revision
	04.2	

ROOF SCHEDULE / PER BUILDING

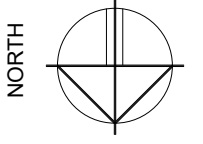
Mark	Type	Area
01	160mm TRIMDEK ROOF	170.54 m ²
02	160mm TRIMDEK ROOF	83.40 m ²
03	160mm TRIMDEK ROOF	231.49 m ²
04	160mm TRIMDEK ROOF	27.09 m ²
05	160mm TRIMDEK ROOF	13.27 m ²
06	160mm TRIMDEK ROOF	7.77 m ²
07	160mm TRIMDEK ROOF	17.87 m ²
08	160mm TRIMDEK ROOF	8.69 m ²
09	160mm TRIMDEK ROOF	4.34 m ²
Grand total		564.47 m ²

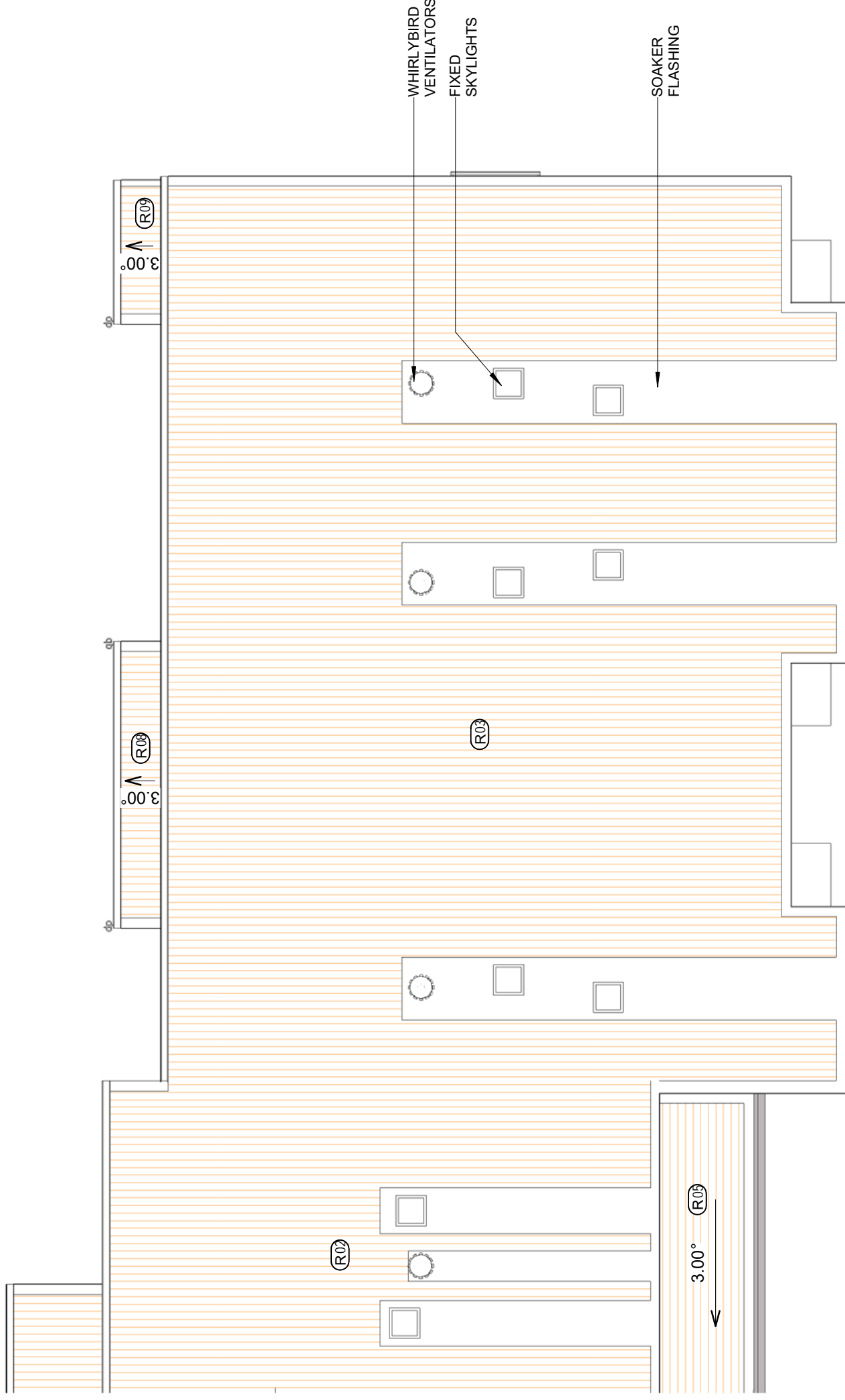


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 301/50 MARINE PARADE
 SOUTHPORT Q 4215
 P. 07 5528 0111
 F. 07 5528 0333

No.	Description	Date

Project	TOWNHOUSE DEVELOPMENT	Unit Type	T1/T5-EASTPORT COOLANGATTA	Sheet Name	ROOF PLAN - UNIT 51-53
Location	176 NOTTINGHAM RD - PARKINSON	Unit Number	UNITS 51-56	Scale	1 : 100
Client	HERAN BUILDING GROUP	Project Number	0000	Drawn by	TB
		Drawing Number	05.1	Date	JUNE 2020
				Revision	





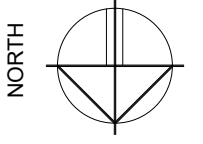
ROOF SCHEDULE / PER BUILDING		
Mark	Type	Area
01	160mm TRIMDEK ROOF	170.54 m ²
02	160mm TRIMDEK ROOF	83.40 m ²
03	160mm TRIMDEK ROOF	231.49 m ²
04	160mm TRIMDEK ROOF	27.09 m ²
05	160mm TRIMDEK ROOF	13.27 m ²
06	160mm TRIMDEK ROOF	7.77 m ²
07	160mm TRIMDEK ROOF	17.87 m ²
08	160mm TRIMDEK ROOF	8.69 m ²
09	160mm TRIMDEK ROOF	4.34 m ²
Grand total		564.47 m ²

1 05 ROOF PLAN - UNIT 54-56
05.2 SCALE - 1 : 100

No.	Description	Date

Project		Unit Type		Sheet Name	
TOWNHOUSE DEVELOPMENT		T1/T5-EASTPORT COOLANGATTA		ROOF PLAN - UNIT 54-56	
Location		Unit Number		Scale	Drawn by
176 NOTTINGHAM RD - PARKINSON		UNITS 51-56		1 : 100	TB
Client		Project Number	Drawing Number	Date	Revision
HERAN BUILDING GROUP		0000	05.2	JUNE 2020	

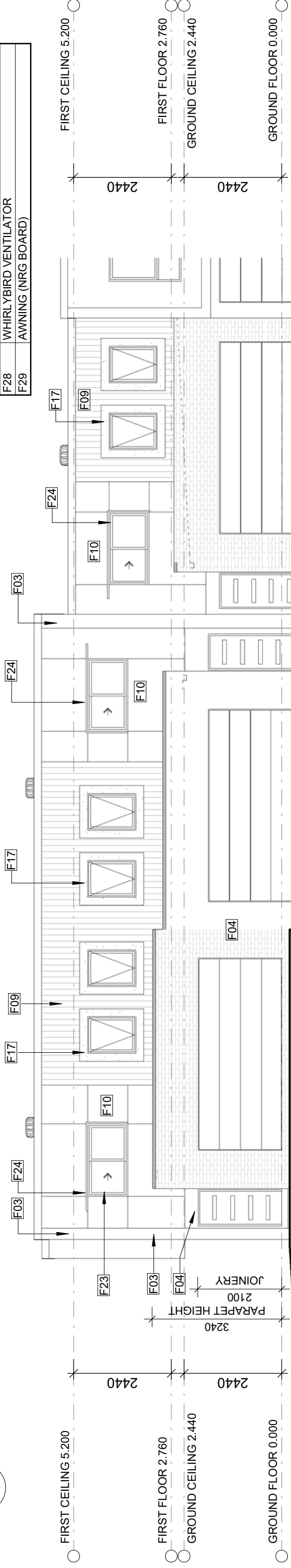
ABN 22 010 071 744
 DESIGNERS AND BUILDERS
 OF QUALITY HOMES EST. 1952
 301/50 MARINE PARADE
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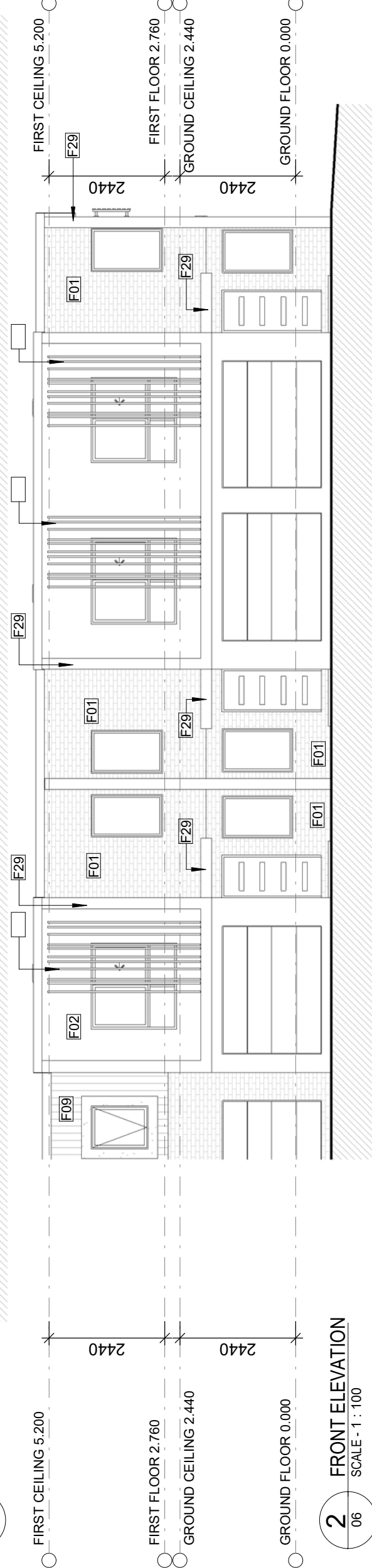


EXTERNAL FINISHES	
09000	FACE BRICKWORK (AS SELECTED)
F01	BRICKWORK WITH TEXTURE FINISH
F02	BRICKWORK WITH RENDER FINISH (COLOUR 1)
F03	BRICKWORK WITH RENDER FINISH (COLOUR 2)
F04	BRICKWORK WITH RENDER FINISH (COLOUR 3)
F05	SCYON AXON CLADDING
F09	SCYON MATRIX CLADDING
F10	HARDIES LINEA BOARDING
F14	RENDERED & PAINTED HARDITEX CLADDING
F17	ALUMINIUM FRAMED GLAZING
F23	50mm NRG BOARD SHADE SCREEN
F24	ALUMINIUM FRAMED FIXED SKYLIGHT WINDOW
F25	WHIRLYBIRD VENTILATOR
F28	AWNING (NRG BOARD)
F29	

3 1/200 FRONT ELEVATION
06 SCALE - 1 : 200



1 FRONT ELEVATION
06 SCALE - 1 : 100



2 FRONT ELEVATION
06 SCALE - 1 : 100

NOTES

- ARTICULATED BRICK JOINTS COMPRISE COMPRESSIBLE FILLER AND CAULKING.
- PROVIDE ZINC FLASHING TO WINDOW HEADS IN FRAMED WALLS, AND AT INTERFACE BETWEEN WALLS AND ROOF TRUSSES IN GABLE ENDS.
- PROVIDE DOUBLE SIDED FOIL UNDER APPLIED WALL CLADDING.
- PROVIDE LEAD FLASHING TO WALL/ROOF TILE JUNCTIONS.

VERTICAL JOINT NOTE				
SITE CLASSIFICATION	M	H1	H2	E
SPACING	6.0m	5.5m	5.0m	4.5m

No.	Description	Date

Project	Unit Type	Sheet Name
TOWNHOUSE DEVELOPMENT	T1/T5-EASTPORT COOLANGATTA	ELEVATIONS 1
Location	176 NOTTINGHAM RD - PARKINSON	Scale
Client	HERAN BUILDING GROUP	As indicated
		Project Number
		0000
		Drawing Number
		06
		Date
		JUNE 2020
		Revision

ABN 22 010 071 744
 DESIGNERS AND BUILDERS
 OF QUALITY HOMES EST. 1952
 301/50 MARINE PARADE
 SOUTHPORT Q 4215
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EXTERNAL FINISHES

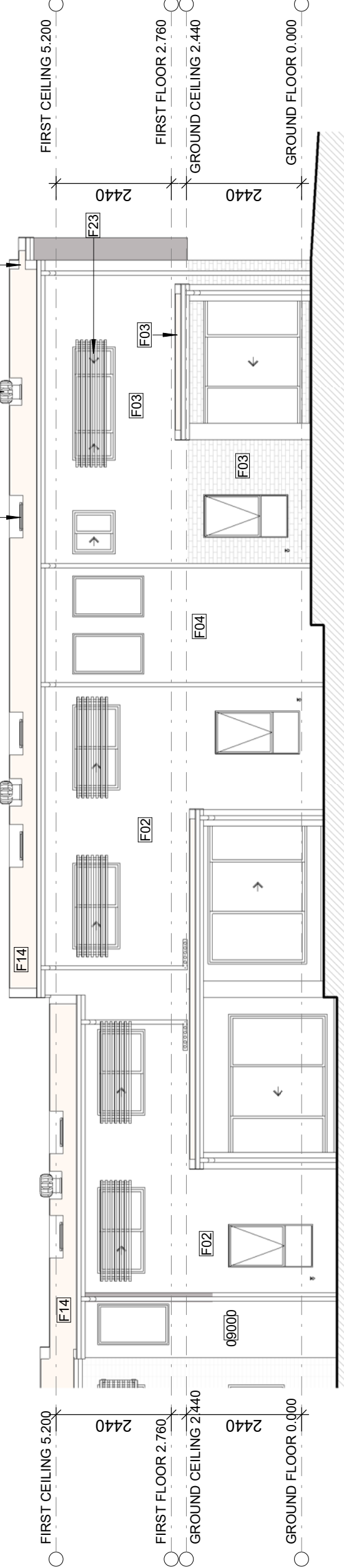
09000	FACE BRICKWORK (AS SELECTED)
F01	BRICKWORK WITH TEXTURE FINISH
F02	BRICKWORK WITH RENDER FINISH (COLOUR 1)
F03	BRICKWORK WITH RENDER FINISH (COLOUR 2)
F04	BRICKWORK WITH RENDER FINISH (COLOUR 3)
F05	SCYON AXON CLADDING
F09	SCYON MATRIX CLADDING
F10	HARDIES LINEA BOARDING
F14	RENDERED & PAINTED HARDITEX CLADDING
F23	ALUMINIUM FRAMED GLAZING
F24	50mm NRG BOARD SHADE SCREEN
F25	ALUMINIUM FRAMED FIXED SKYLIGHT WINDOW
F28	WHIRLYBIRD VENTILATOR
F29	AWNING (NRG BOARD)



1
07
1/200 REAR ELEVATION
SCALE - 1 : 200



2
07
REAR ELEVATION
SCALE - 1 : 100



3
07
REAR ELEVATION
SCALE - 1 : 100

NOTES

- ARTICULATED BRICK JOINTS COMPRISE COMPRESSIBLE FILLER AND CAULKING.
- PROVIDE ZINC FLASHING TO WINDOW HEADS IN FRAMED WALLS, AND AT INTERFACE BETWEEN WALLS AND ROOF TRUSSES IN GABLE ENDS.
- PROVIDE DOUBLE SIDED FOIL UNDER APPLIED WALL CLADDING.
- PROVIDE LEAD FLASHING TO WALL/ROOF TILE JUNCTIONS.

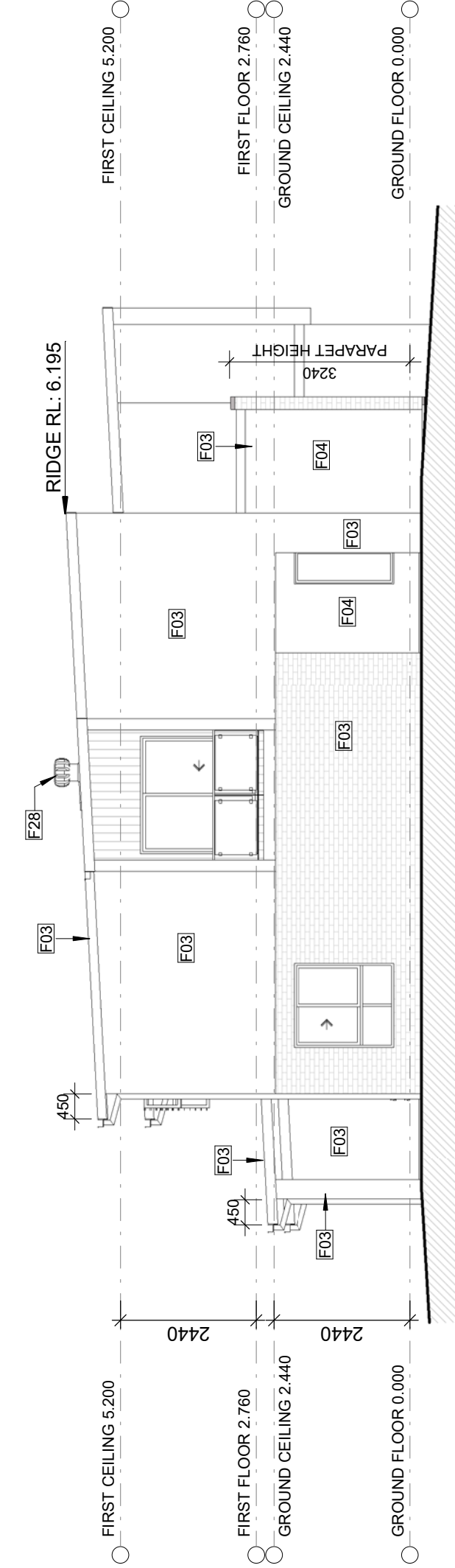
VERTICAL JOINT NOTE				
SITE CLASSIFICATION	M	H1	H2	E
SPACING	6.0m	5.5m	5.0m	4.5m

No.	Description	Date

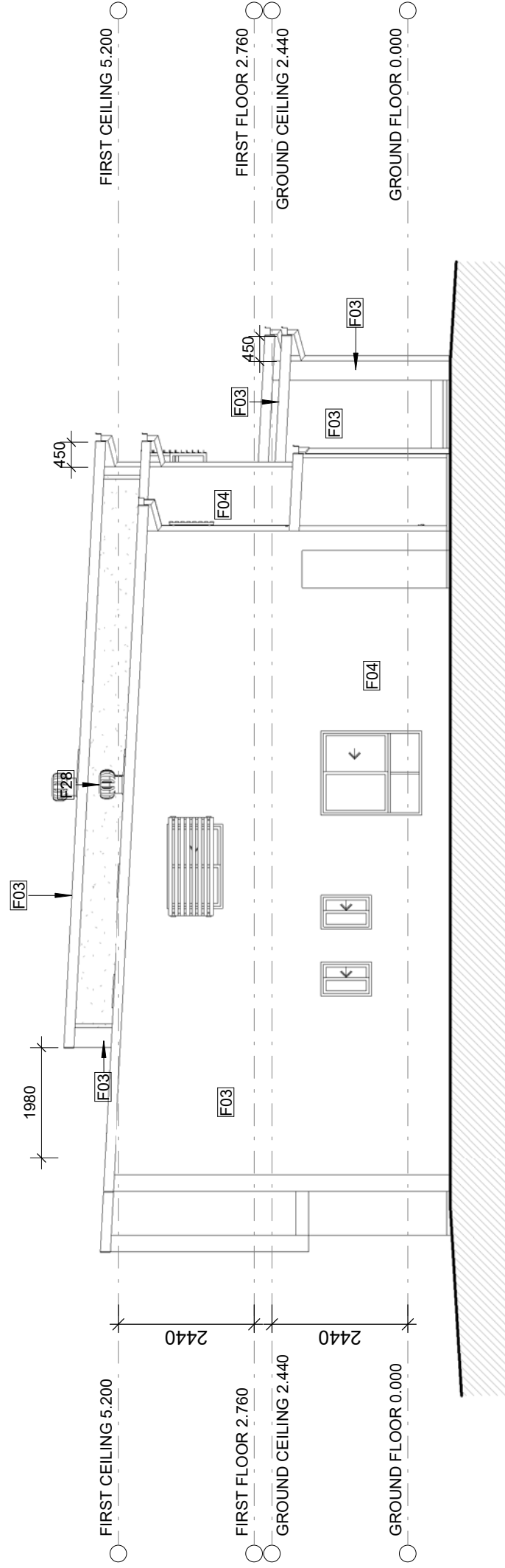
Project	TOWNHOUSE DEVELOPMENT	Unit Type	T1/T5-EASTPORT COOLANGATTA	Sheet Name	ELEVATIONS 2
Location	176 NOTTINGHAM RD - PARKINSON	Unit Number	UNITS 51-56	Scale	As indicated
Client	HERAN BUILDING GROUP	Project Number	0000	Drawn by	TB
		Drawing Number	07	Date	JUNE 2020
		Revision			

ABN 22 010 071 744
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 OF QUALITY HOMES EST. 1952
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1
08
LEFT ELEVATION
SCALE - 1 : 100



2
08
RIGHT ELEVATION
SCALE - 1 : 100

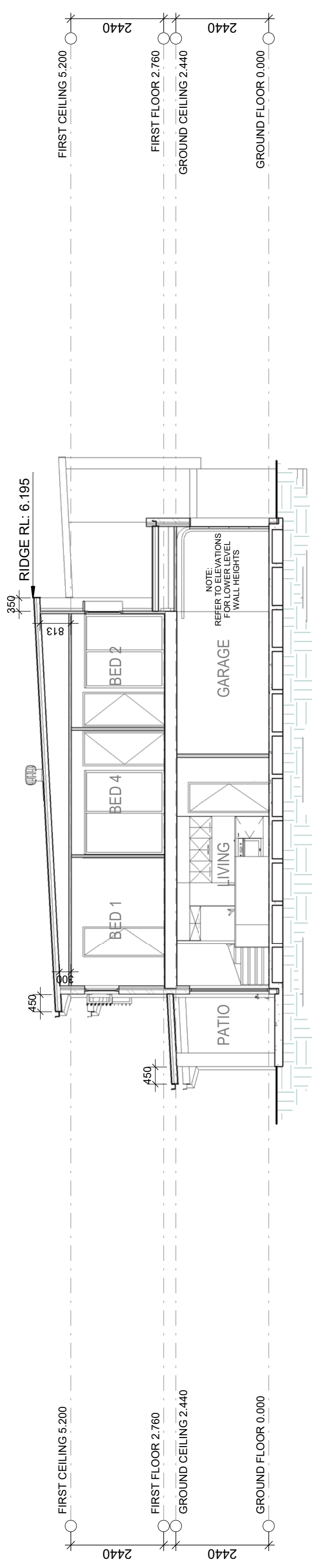
EXTERNAL FINISHES	
09000	
F01	FACE BRICKWORK (AS SELECTED)
F02	BRICKWORK WITH TEXTURE FINISH
F03	BRICKWORK WITH RENDER FINISH (COLOUR 1)
F04	BRICKWORK WITH RENDER FINISH (COLOUR 2)
F05	BRICKWORK WITH RENDER FINISH (COLOUR 3)
F09	SCYON AXON CLADDING
F10	SCYON MATRIX CLADDING
F14	HARDIES LINEA BOARDING
F17	RENDERED & PAINTED HARDITEX CLADDING
F23	ALUMINIUM FRAMED GLAZING
F24	50mm NRG BOARD SHADE SCREEN
F25	ALUMINIUM FRAMED FIXED SKYLIGHT WINDOW
F28	WHIRLYBIRD VENTILATOR
F29	AWNING (NRG BOARD)

NOTES

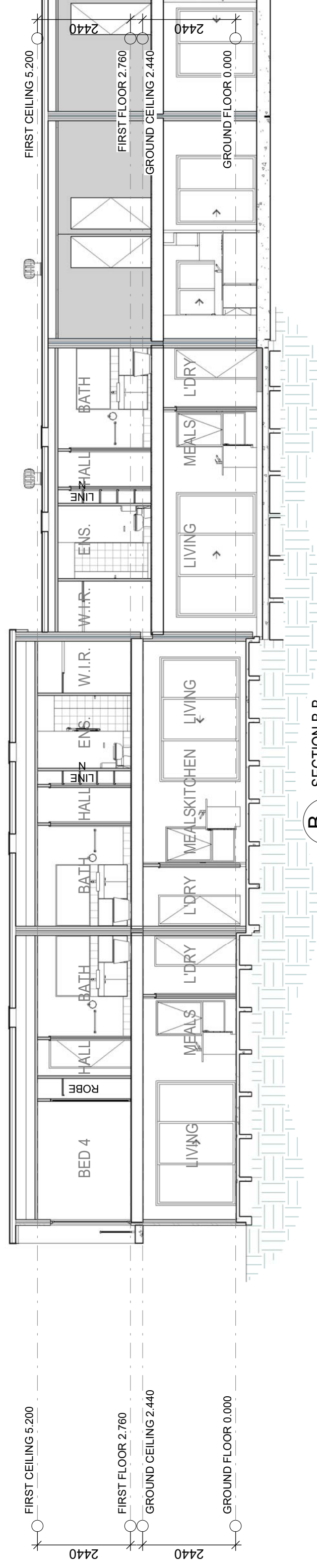
- ARTICULATED BRICK JOINTS COMPRISE COMPRESSIBLE FILLER AND CAULKING.
- PROVIDE ZINC FLASHING TO WINDOW HEADS IN FRAMED WALLS, AND AT INTERFACE BETWEEN WALLS AND ROOF TRUSSES IN GABLE ENDS.
- PROVIDE DOUBLE SIDED FOIL UNDER APPLIED WALL CLADDING.
- PROVIDE LEAD FLASHING TO WALL/ROOF TILE JUNCTIONS.

VERTICAL JOINT NOTE				
SITE CLASSIFICATION	M	H1	H2	E
SPACING	6.0m	5.5m	5.0m	4.5m

		Project: TOWNHOUSE DEVELOPMENT Location: 176 NOTTINGHAM RD - PARKINSON Client: HERAN BUILDING GROUP		Unit Type: T1/T5-EASTPORT COOLANGATTA Unit Number: UNITS 51-56		Sheet Name: ELEVATIONS 3	
ABN 22 010 071 744 DESIGNERS AND BUILDERS OF QUALITY HOMES EST. 1952 301/50 MARINE PARADE SOUTHPORT Q 4215 P. 07 5528 0111 F. 07 5528 0333		No.		Description		Date	
Scale: 1 : 100		Project Number: 0000		Drawing Number: 08		Date: JUNE 2020	
Project: TOWNHOUSE DEVELOPMENT		Unit Type: T1/T5-EASTPORT COOLANGATTA		Unit Number: UNITS 51-56		Drawn by: TB	
Location: 176 NOTTINGHAM RD - PARKINSON		Client: HERAN BUILDING GROUP		Project Number: 0000		Drawing Number: 08	
Scale: 1 : 100		Project Number: 0000		Drawing Number: 08		Date: JUNE 2020	



A SECTION A-A
SCALE - 1 : 100



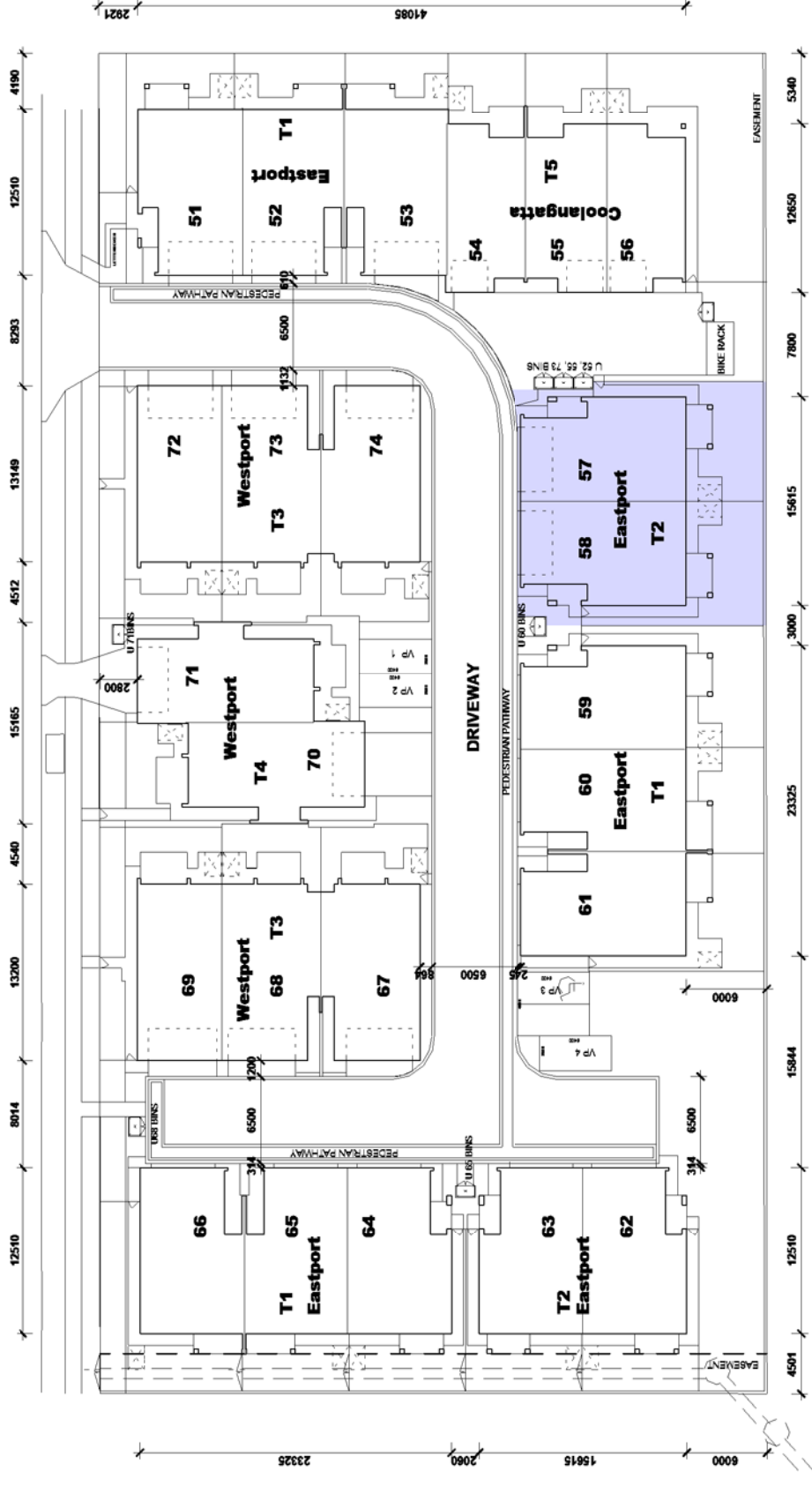
B SECTION B-B
SCALE - 1 : 100

No.	Description	Date

Project		Unit Type		Sheet Name	
TOWNHOUSE DEVELOPMENT		T1/T5-EASTPORT COOLANGATTA SECTIONS			
Location		Unit Number		Scale	
176 NOTTINGHAM RD - PARKINSON		UNITS 51-56		1 : 100	
Client		Project Number		Drawn by	
HERAN BUILDING GROUP		0000		TB	
		Drawing Number		Date	
		09		JUNE 2020	
				Revision	

ABN 22 010 071 744
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 301/50 MARINE PARADE
 SOUTHPORT Q 4215
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BAL-12.5 BUSHFIRE REQUIREMENTS:

- EXTERNAL METAL MESH SCREENS TO ALL OPENABLE WINDOWS.
- 4mm SAFETY GLASS TO WINDOWS & DOORS WITHIN 400mm OF GROUND.
- METAL OR BUSHFIRE RESISTANT TIMBER FRAMES TO ALL WINDOWS & DOORS WITHIN 400mm OF GROUND.
- SOLID CORE CONSTRUCTION EXTERNAL ENTRY DOORS.
- WEATHER STRIPS/DRAUGHT EXCLUDERS TO ALL EXTERNAL DOORS.
- SPARK ARRESTOR SCREENS TO VENTS & WEEPHOLES.
- ROOF/WALL JUNCTIONS TO BE SEALED.
- SARKING TO ALL ROOFS.



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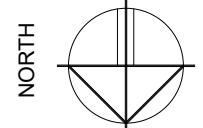
No.	Description	Date

Project **TOWNHOUSE DEVELOPMENT**
 Location **176 NOTTINGHAM RD, PARKINSON**
 Client **HERAN BUILDING GROUP**

Unit Type **T2-EASTPORT Duplex Modern**
 Unit Number **UNITS 57-58**

Sheet Name **LOCATION PLAN**
 Scale **1 : 500**
 Project Number **0000**
 Drawing Number **01**

Drawn by **TB**
 Date **JUNE 2020**
 Revision



WINDOW SCHEDULE GROUND FLOOR			
Mark	Type	Lintel MGP12	Acoustic Info
01	18.06 FW	140 x 35	No
02	18.15 SW	140 x 35	No
03	18.09 AW	140 x 35	No
04	18.09 AW	140 x 35	No
05	18.15 SW	140 x 35	No
06	18.06 FW	140 x 35	No

DOOR SCHEDULE (EXT.) GROUND FLOOR			
Mark	Type	Lintel MGP12	Acoustic Info
01	21.48 PANEL LIFT	240 x 65 18C	No
02	820 ENTRY DOOR	140 x 35	No
03	21.31 SD	2/240x35	No
04	21.31 SD	2/240x35	No
05	820 ENTRY DOOR	140 x 35	No
06	21.48 PANEL LIFT	240 x 65 18C	No

NOTES

- FLOOR LAYOUT + DIMENSIONS + NOTATIONS EQUIVALENT TO ADJOINING UNIT UNLESS NOTED OTHERWISE.
- CONTRACTOR TO EXIT ALL RELEVANT MECHANICAL VENTILATION ON LOWER FLOORS OUTSIDE OF BUILDING.

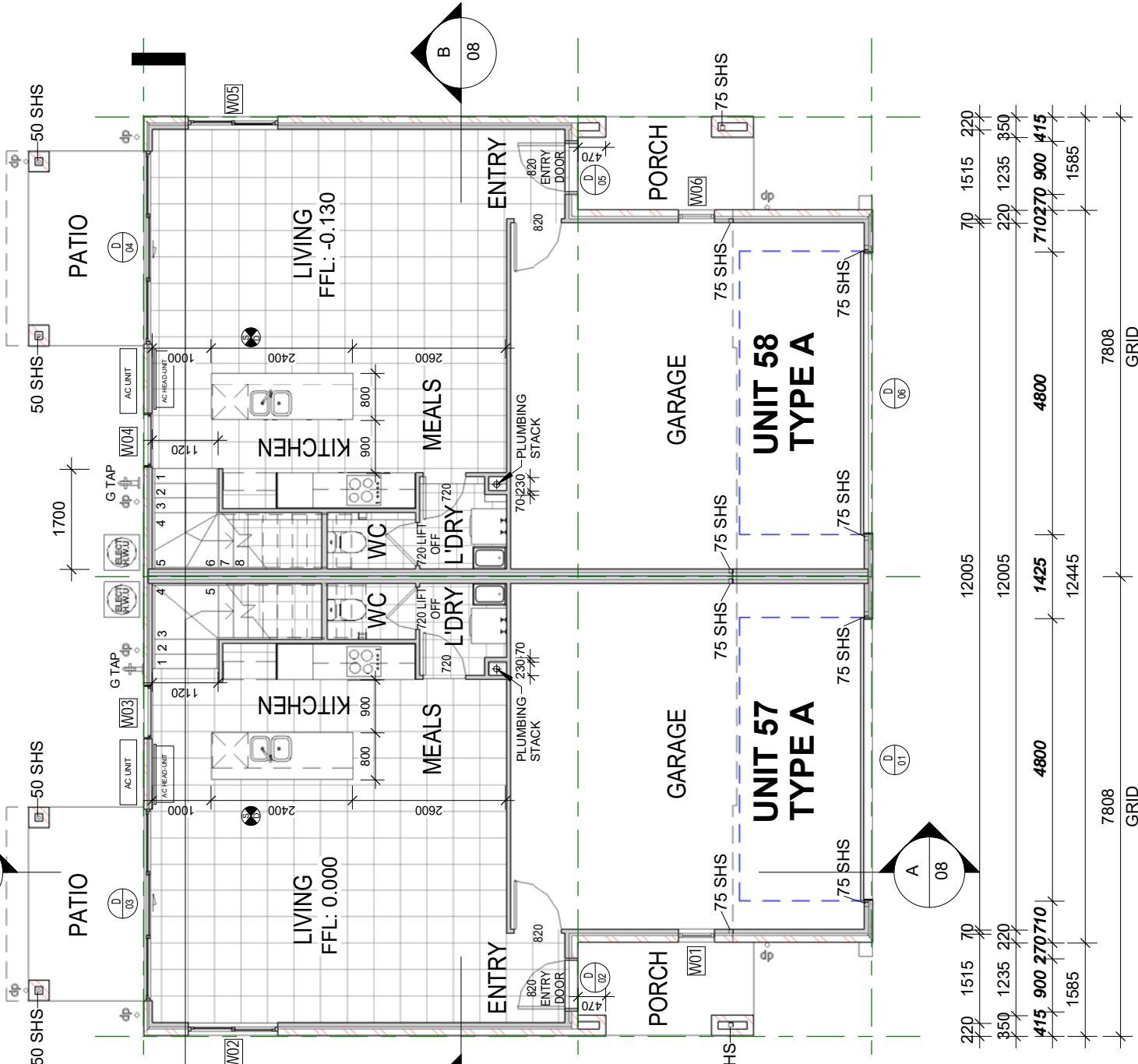
VERTICAL JOINT NOTE

SITE CLASSIFICATION	M	H1	H2	E
SPACING	6.0m	5.5m	5.0m	4.5m

BAL -12.5 BUSHFIRE REQUIREMENTS:

- EXTERNAL METAL MESH SCREENS TO ALL OPENABLE WINDOWS.
- 4mm SAFETY GLASS TO WINDOWS & DOORS WITHIN 400mm OF GROUND.
- METAL OR BUSHFIRE RESISTANT TIMBER FRAMES TO ALL WINDOWS & DOORS WITHIN 400mm OF GROUND.
- SOLID CORE CONSTRUCTION EXTERNAL ENTRY DOORS.
- WEATHER STRIPS/DRAUGHT EXCLUDERS TO ALL EXTERNAL DOORS.
- SPARK ARRESTOR SCREENS TO VENTS & WEEPHOLES.
- ROOF/WALL JUNCTIONS TO BE SEALED.
- SARKING TO ALL ROOFS.

WINDOW SCHEDULE		WINDOW SETOUT	
590	3300	590	3300
590	2600	350	2600
590	3268	1190	3268
220	7465	910	1190
220	6445	7465	7465
220	5835	5835	5835
70	950	70	950
70	245	70	245
70	3365	70	3365
70	5835	70	5835



WINDOW SCHEDULE		WINDOW SETOUT	
220	1515	220	1515
350	1235	350	1235
415	900	415	900
1585	1585	1585	1585
7808	7808	7808	7808
12005	12005	12005	12005
12005	12005	12005	12005
1425	1425	1425	1425
12445	12445	12445	12445
4800	4800	4800	4800
7102	7102	7102	7102
70	1515	70	1515
220	1235	220	1235
350	900	350	900
1585	1585	1585	1585
7808	7808	7808	7808
12005	12005	12005	12005
12005	12005	12005	12005
1425	1425	1425	1425
12445	12445	12445	12445
4800	4800	4800	4800
7102	7102	7102	7102
70	1515	70	1515
220	1235	220	1235
350	900	350	900
1585	1585	1585	1585
7808	7808	7808	7808
12005	12005	12005	12005
12005	12005	12005	12005
1425	1425	1425	1425
12445	12445	12445	12445
4800	4800	4800	4800
7102	7102	7102	7102

No.	Description	Date

HERAN
BUILDING GROUP PTY. LTD.

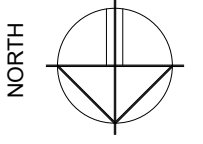
ABN 22 010 071 744
DESIGNERS AND BUILDERS
OF QUALITY HOMES EST. 1952
301/50 MARINE PARADE
SOUTHPORT Q 4215
P. 07 5528 0111
F. 07 5528 0333

Project: **TOWNHOUSE DEVELOPMENT**
Location: **176 NOTTINGHAM RD, PARKINSON**
Client: **HERAN BUILDING GROUP**

Unit Type: **T2-EASTPORT Duplex Modern**
Unit Number: **UNITS 57-58**

Scale: **1 : 100**
Project Number: **0000**
Drawing Number: **03**

Sheet Name: **GROUND FLOOR PLAN**
Drawn by: **TB**
Date: **JUNE 2020**
Revision: **03**



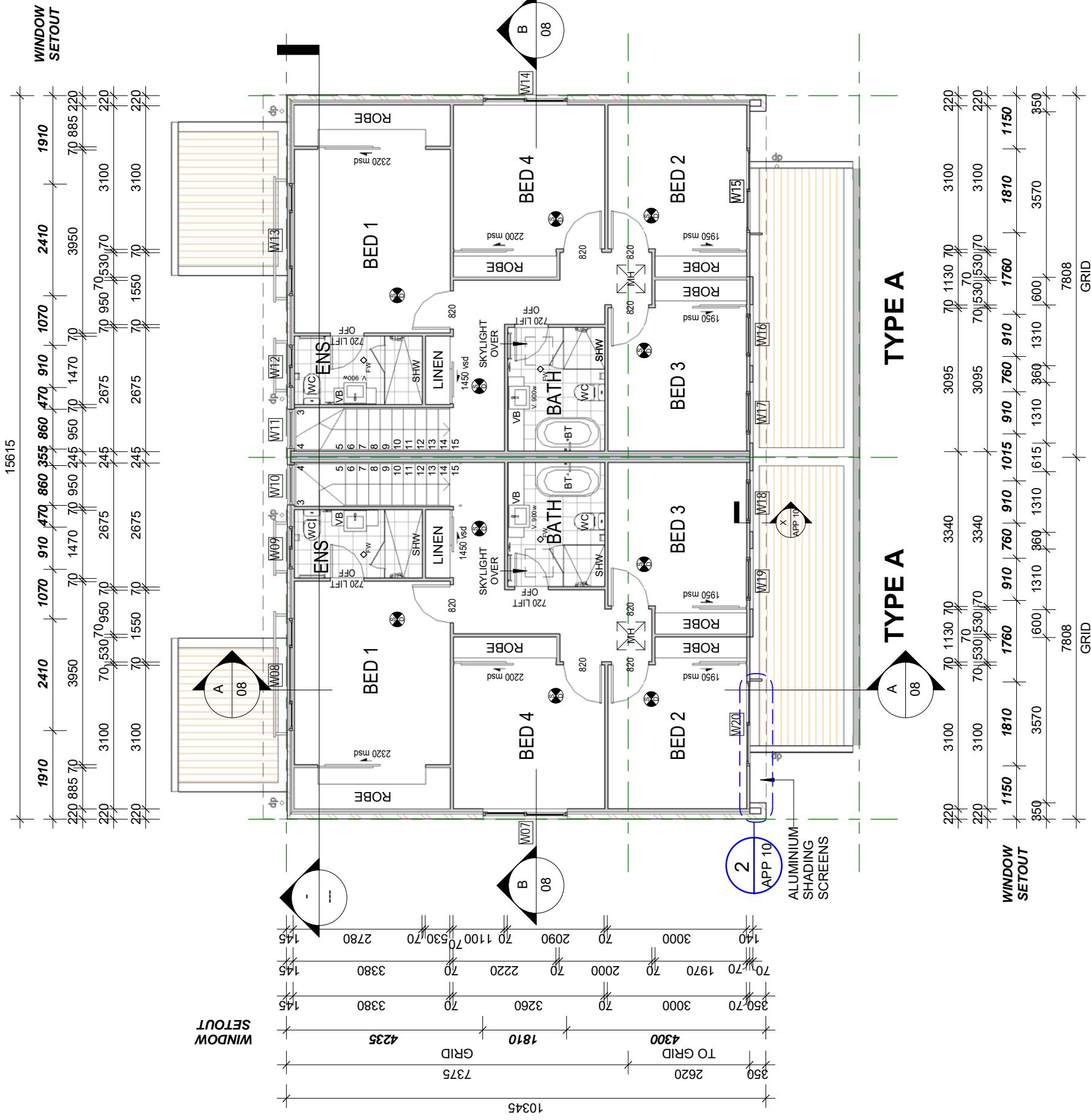
WINDOW SCHEDULE FIRST FLOOR

Mark	Type	Lintel	Acoustic Info	Seals
07	10-18 SW	MGP12 190 x 35		No
08	09-24 SW	190 x 35		No
09	09-09 SW	140 x 35		No
10	15-09 FW	140 x 35		No
11	15-09 FW	140 x 35		No
12	09-09 SW	140 x 35		No
13	09-24 SW	190 x 35		No
14	10-18 SW	190 x 35		No
15	10-18	2170 x 35		No

NOTES

- FLOOR LAYOUT + DIMENSIONS + NOTATIONS EQUIVALENT TO ADJOINING UNIT UNLESS NOTED OTHERWISE
- CONTRACTOR TO EXIT ALL RELEVANT MECHANICAL VENTILATION ON LOWER FLOORS OUTSIDE OF BUILDING

VERTICAL JOINT NOTE	H1	H2	E
STONE CLASSIFICATION	35M		
SPACING	6.0m	5.5m	5.0m



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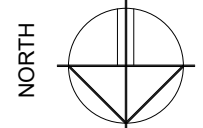
No.	Description	Date

Project: **TOWNHOUSE DEVELOPMENT**
Location: **T2-EASTPORT Duplex Modern**
Unit Number: **UNITS 57-58**

Sheet Name: **FIRST FLOOR PLAN**
Scale: **1 : 100**
Project Number: **0000**
Drawing Number: **04**
Date: **JUNE 2020**
Revision:

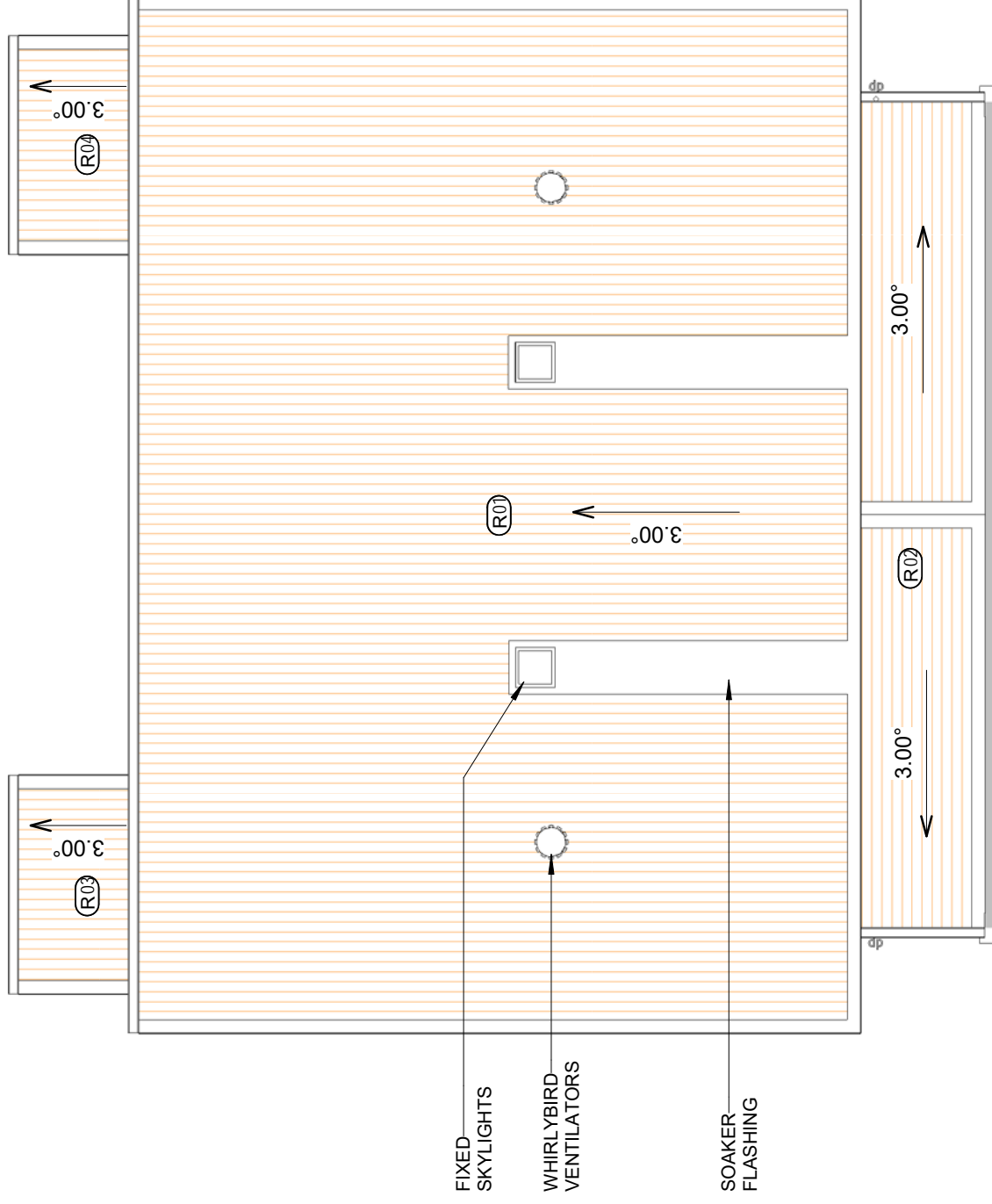
Client: **HERAN BUILDING GROUP**

8:\Town House Developments\Current\Nottingham Road 176-184, PARKINSON\10 - BA Plans\TOWNHOUSE PLANS\STAGE 4\T2_EASTPORT DUPLEX_MODERN_UNIT 57-58.rvt



ROOF SCHEDULE / PER BUILDING

Mark	Type	Area
01	160mm TRIMDEK ROOF	169.47 m ²
02	160mm TRIMDEK ROOF	27.12 m ²
03	160mm TRIMDEK ROOF	7.77 m ²
04	160mm TRIMDEK ROOF	7.77 m ²
Grand total		212.11 m ²

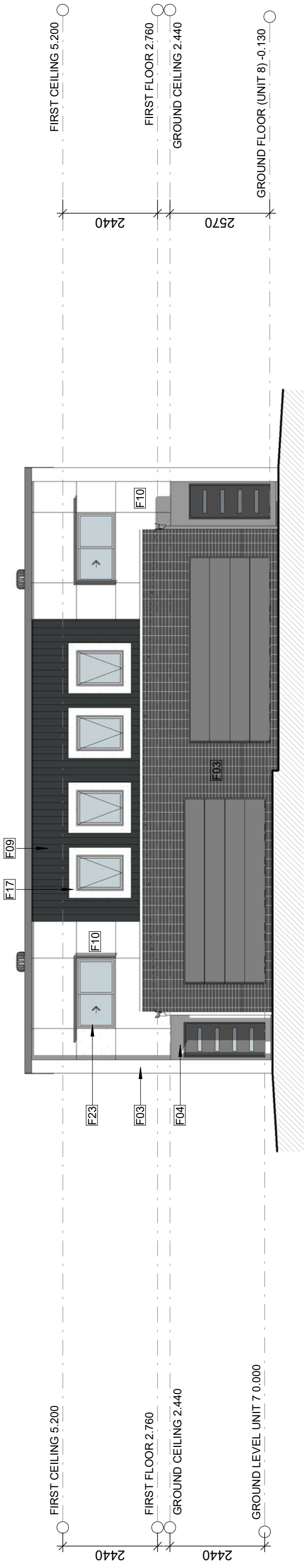


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No.	Description	Date

Project	Unit Type	Sheet Name
TOWNHOUSE DEVELOPMENT	T2-EASTPORT Duplex Modern	ROOF PLAN
Location	Unit Number	Scale
176 NOTTINGHAM RD, PARKINSON	UNITS 57-58	1 : 100
Client	Project Number	Drawn by
HERAN BUILDING GROUP	0000	TB
	Drawing Number	Date
	05	JUNE 2020
		Revision





1 FRONT ELEVATION
06 SCALE - 1 : 100

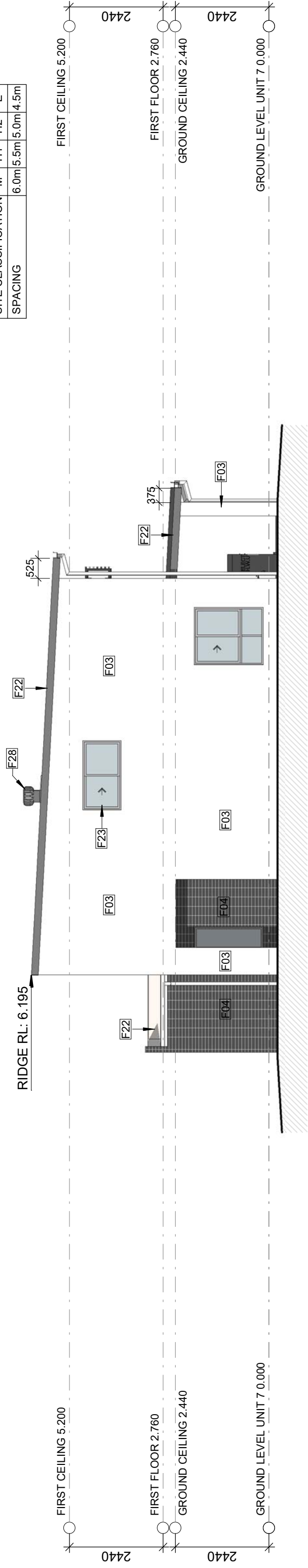
EXTERNAL FINISHES	
F03	BRICKWORK WITH RENDER FINISH (COLOUR 1)
F04	BRICKWORK WITH RENDER FINISH (COLOUR 2)
F09	SCYON AXON CLADDING
F10	SCYON MATRIX CLADDING
F17	RENDERED & PAINTED HARDITEX CLADDING
F22	COLORBOND TRIMDEK METAL ROOF SHEETING (AS SELECTED)
F23	ALUMINIUM FRAMED GLAZING
F25	ALUMINIUM FRAMED FIXED SKYLIGHT WINDOW
F28	WHIRLYBIRD VENTILATOR

NOTES

- ARTICULATED BRICK JOINTS COMPRISE COMPRESSIBLE FILLER AND CAULKING.
- PROVIDE ZINC FLASHING TO WINDOW HEADS IN FRAMED WALLS, AND AT INTERFACE BETWEEN WALLS AND ROOF TRUSSES IN GABLE ENDS.
- PROVIDE DOUBLE SIDED FOIL UNDER APPLIED WALL CLADDING
- PROVIDE LEAD FLASHING TO WALL/ROOF TILE JUNCTIONS.

VERTICAL JOINT NOTE

SITE CLASSIFICATION	M	H1	H2	E
SPACING	6.0m	5.5m	5.0m	4.5m



2 RIGHT ELEVATION
06 SCALE - 1 : 100

No.	Description	Date

Sheet Name

Unit Type

Project

Date

Description

No.

Date

Scale

Drawn by

Date

Revision

ABN 22 010 071 744
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TOWNHOUSE DEVELOPMENT T2-EASTPORT Duplex Modern

ELEVATIONS 1

Location
176 NOTTINGHAM RD, PARKINSON
UNITS 57-58

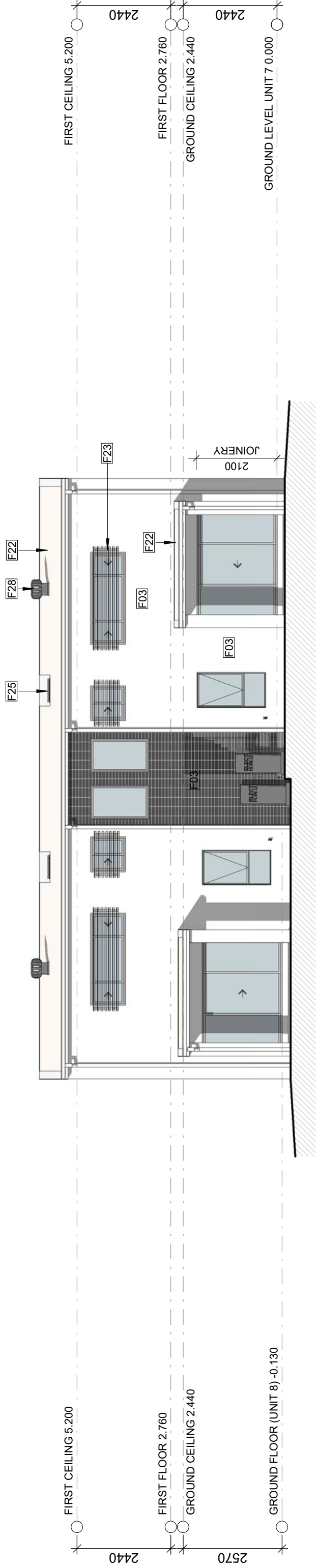
Scale
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Date
JUNE 2020

Client
HERAN BUILDING GROUP

Project Number
0000

Revision
06



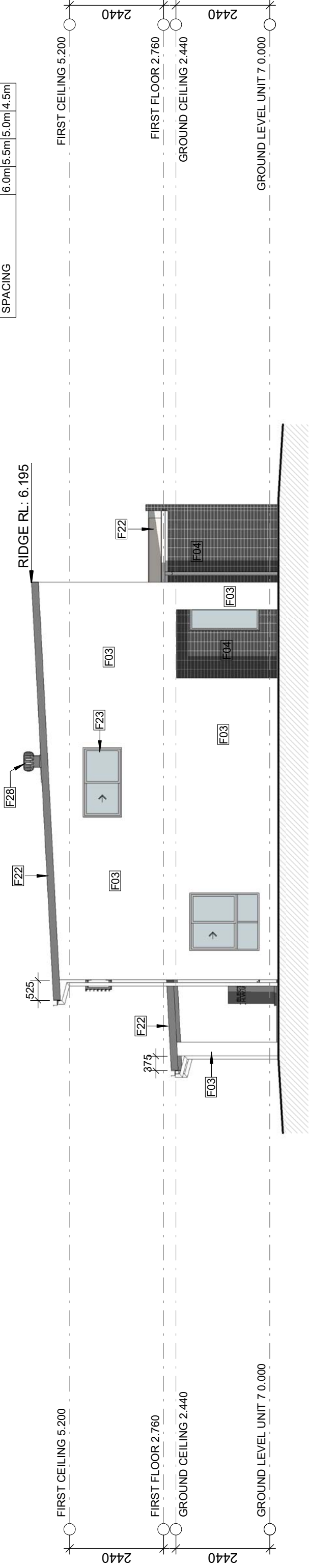
1 REAR ELEVATION
07 SCALE - 1 : 100

EXTERNAL FINISHES	
F03	BRICKWORK WITH RENDER FINISH (COLOUR 1)
F04	BRICKWORK WITH RENDER FINISH (COLOUR 2)
F09	SCYON AXON CLADDING
F10	SCYON MATRIX CLADDING
F17	RENDERED & PAINTED HARDITEX CLADDING
F22	COLORBOND TRIMDEK METAL ROOF SHEETING (AS SELECTED)
F23	ALUMINIUM FRAMED GLAZING
F25	ALUMINIUM FRAMED FIXED SKYLIGHT WINDOW
F28	WHIRLYBIRD VENTILATOR

NOTES

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- PROVIDE ZINC FLASHING TO WINDOW HEADS IN FRAMED WALLS, AND AT INTERFACE BETWEEN WALLS AND ROOF TRUSSES IN GABLE ENDS.
- PROVIDE DOUBLE SIDED FOIL UNDER APPLIED WALL CLADDING.
- PROVIDE LEAD FLASHING TO WALL/ROOF TILE JUNCTIONS.

VERTICAL JOINT NOTE				
SITE CLASSIFICATION	M	H1	H2	E
SPACING	6.0m	5.5m	5.0m	4.5m



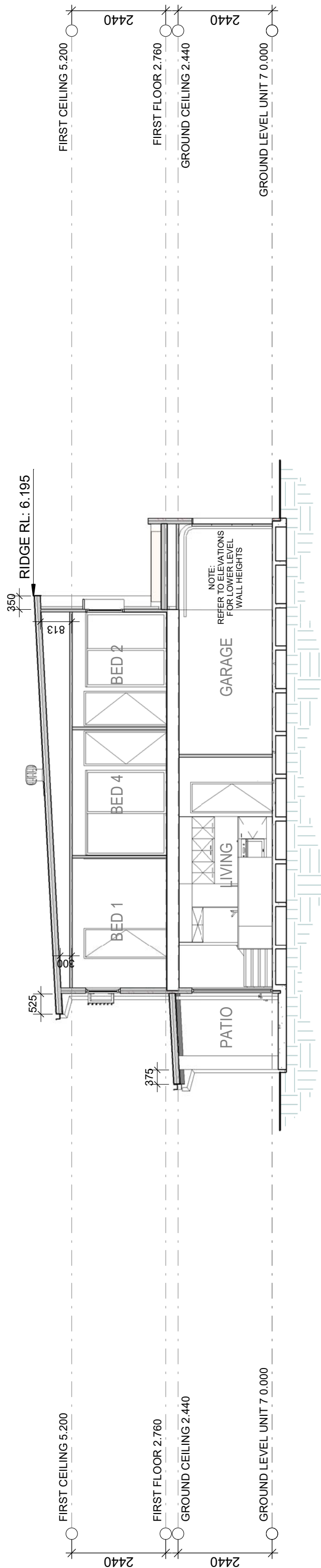
2 LEFT ELEVATION
07 SCALE - 1 : 100



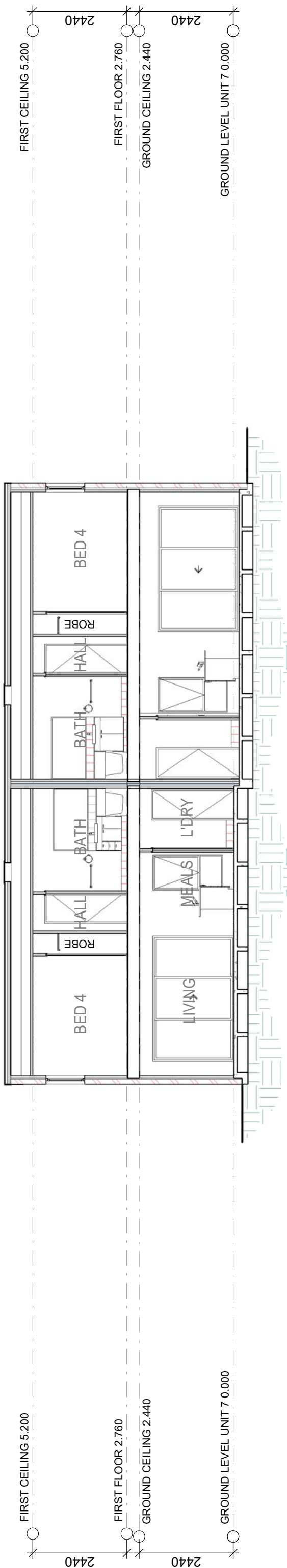
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SOUTHPORT Q 4215
P. 07 5528 0111
F. 07 5528 0333

No.	Description	Date

Project	Unit Type	Sheet Name
TOWNHOUSE DEVELOPMENT	T2-EASTPORT Duplex Modern	ELEVATIONS 2
Location	Unit Number	Scale
176 NOTTINGHAM RD, PARKINSON	UNITS 57-58	1 : 100
Client	Drawing Number	Drawn by
HERAN BUILDING GROUP	0000	TB
	Revision	Date
	07	JUNE 2020



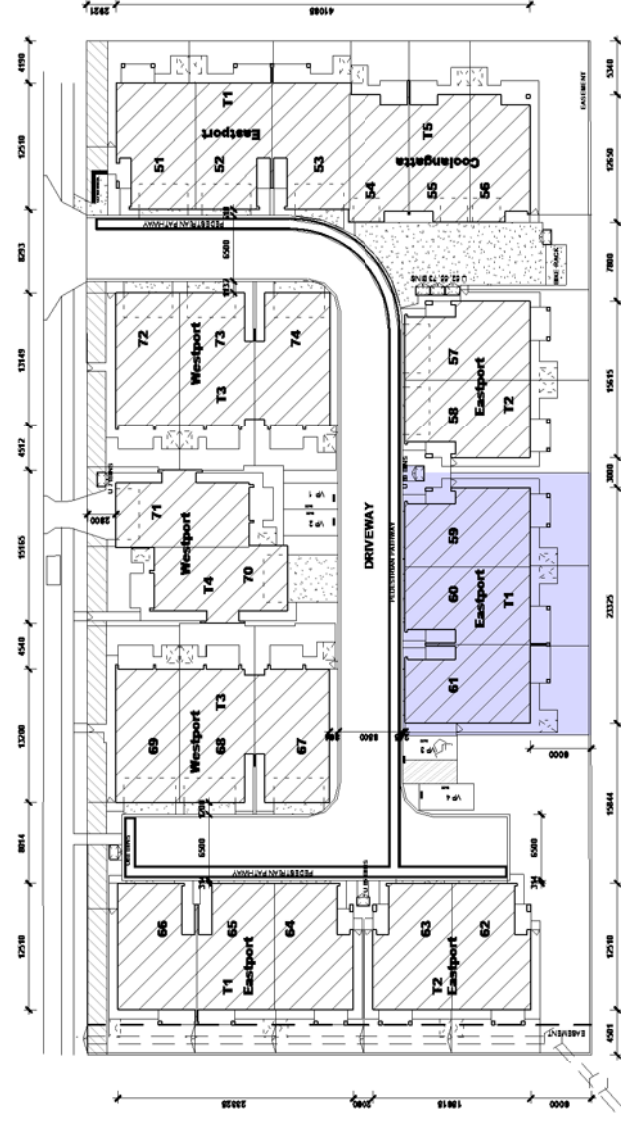
A
08
SECTION A-A
SCALE - 1 : 100



B
08
SECTION B-B
SCALE - 1 : 100

No.	Description	Date	Project	Unit Type	Sheet Name
			TOWNHOUSE DEVELOPMENT	T2-EASTPORT Duplex Modern	SECTIONS
			Location	Unit Number	Scale
			176 NOTTINGHAM RD, PARKINSON	UNITS 57-58	1 : 100
			Client	Drawing Number	Project Number
			HERAN BUILDING GROUP	08	0000
			ABN 22 010 071 744	Drawn by	Date
			DESIGNERS AND BUILDERS	TB	JUNE 2020
			OF QUALITY HOMES EST. 1952	Drawing Number	Revision
			301/50 MARINE PARADE	08	
			SOUTHPORT Q 4215		
			P. 07 5528 0111		
			F. 07 5528 0333		





BAL -12.5 BUSHFIRE REQUIREMENTS:

- EXTERNAL METAL MESH SCREENS TO ALL OPENABLE WINDOWS.
- 4mm SAFETY GLASS TO WINDOWS & DOORS WITHIN 400mm OF GROUND.
- METAL OR BUSHFIRE RESISTANT TIMBER FRAMES TO ALL WINDOWS & DOORS WITHIN 400mm OF GROUND.
- SOLID CORE CONSTRUCTION EXTERNAL ENTRY DOORS.
- WEATHER STRIPS/DRAUGHT EXCLUDERS TO ALL EXTERNAL DOORS.
- SPARK ARRESTOR SCREENS TO VENTS & WEEPHOLES.
- ROOF/WALL JUNCTIONS TO BE SEALED.
- SARKING TO ALL ROOFS.



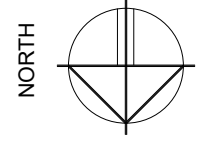
ABN 22 010 071 744
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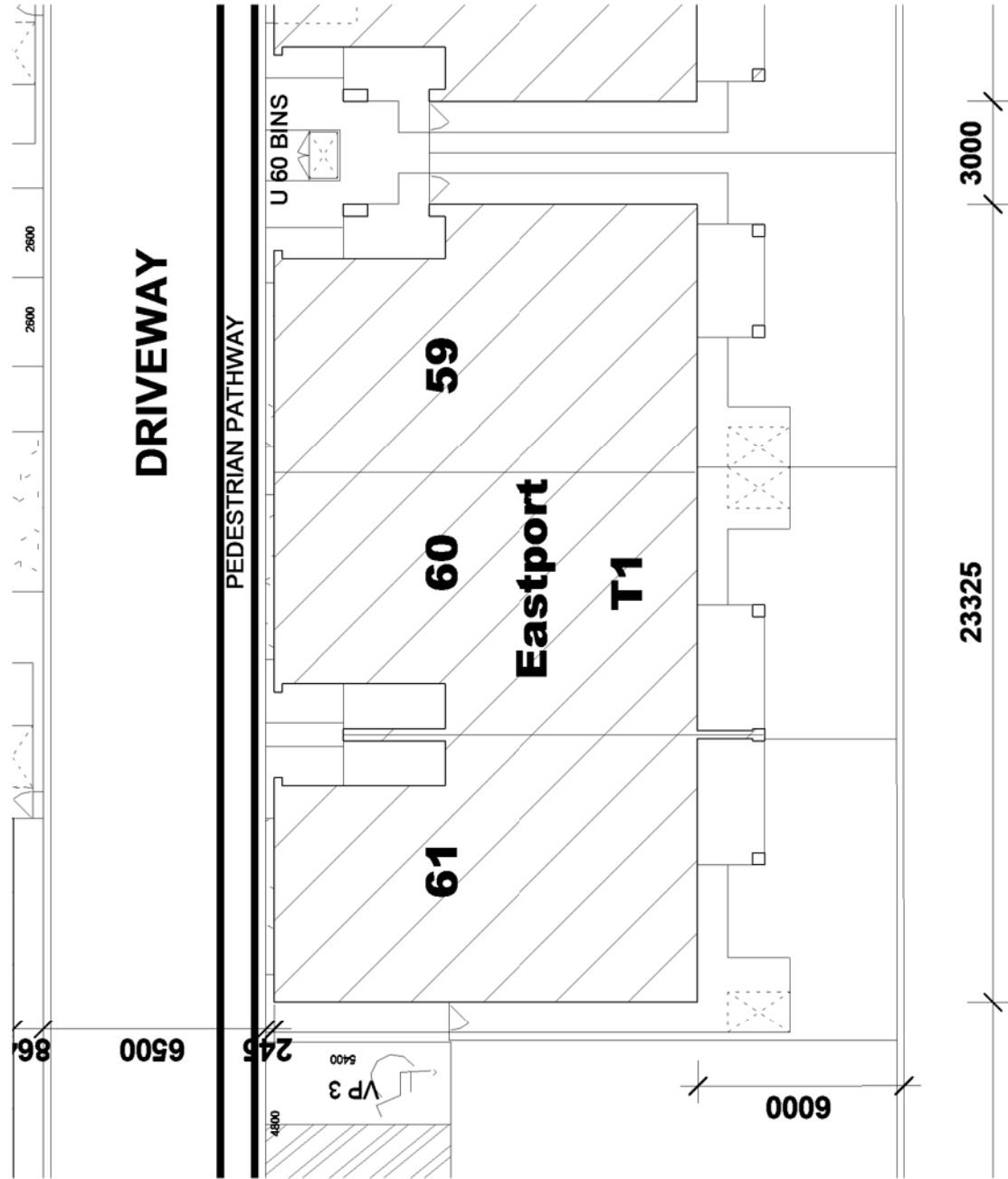
No.	Description	Date

Project	TOWNHOUSE DEVELOPMENT
Location	176 NOTTINGHAM RD, PARKINSON
Client	HERAN BUILDING GROUP

Unit Type	T1-EASTPORT Triplex Modern
Unit Number	UNITS 59-61
Scale	1 : 750
Project Number	0000
Drawing Number	01

Sheet Name	LOCATION PLAN
Drawn by	TB
Date	JUNE 2020
Revision	





BAL -12.5 BUSHFIRE REQUIREMENTS:

- EXTERNAL METAL MESH SCREENS TO ALL OPENABLE WINDOWS.
- 4mm SAFETY GLASS TO WINDOWS & DOORS WITHIN 400mm OF GROUND.
- METAL OR BUSHFIRE RESISTANT TIMBER FRAMES TO ALL WINDOWS & DOORS WITHIN 400mm OF GROUND.
- SOLID CORE CONSTRUCTION EXTERNAL ENTRY DOORS.
- WEATHER STRIPS/DRAUGHT EXCLUDERS TO ALL EXTERNAL DOORS.
- SPARK ARRESTOR SCREENS TO VENTS & WEEPHOLES.
- ROOF/WALL JUNCTIONS TO BE SEALED.
- SARKING TO ALL ROOFS.

<p>ABN 22 010 071 744 HERAN DESIGNERS AND BUILDERS OF QUALITY HOMES EST. 1952 301/50 MARINE PARADE SOUTHPORT Q 4215 P. 07 5528 0111 F. 07 5528 0333</p>		<p>Project TOWNHOUSE DEVELOPMENT</p>	<p>Unit Type T1-EASTPORT Triplex Modern</p>	<p>Sheet Name SITE PLAN</p>	
<p>Location 176 NOTTINGHAM RD, PARKINSON</p>		<p>Unit Number UNITS 59-61</p>	<p>Scale 1 : 200</p>	<p>Drawn by TB</p>	<p>Date JUNE 2020</p>
<p>Client HERAN BUILDING GROUP</p>		<p>Project Number 0000</p>	<p>Project Number 0000</p>	<p>Drawing Number 02</p>	<p>Revision</p>
No.	Description	Date			

WINDOW SCHEDULE GROUND FLOOR			
Mark	Type	Lintel MGP12	Acoustic Info
01	18.06 FW	140 x 35	No
02	18.15 SW	140 x 35	No
03	18.09 AW	140 x 35	No
04	18.09 AW	140 x 35	No
05	18.09 AW	140 x 35	No
06	09.06 SW	140 x 35	No
07	18.06 FW	140 x 35	No
08	18.06 FW	140 x 35	No

DOOR SCHEDULE (EXT.) GROUND FLOOR			
Mark	Type	Lintel MGP12	Acoustic Info
01	21.48 PANEL LIFT	240 x 65	18C
02	820 ENTRY DOOR	140 x 35	No
03	21.31 SD	2/240x35	No
04	21.31 SD	2/240x35	No
05	21.31 SD	2/240x35	No
06	720 L'DRY DOOR	140 x 35	No
07	21.48 PANEL LIFT	240 x 65	18C
08	820 ENTRY DOOR	140 x 35	No
09	820 ENTRY DOOR	140 x 35	No
10	21.48 PANEL LIFT	240 x 65	18C

NOTES

- FLOOR LAYOUT + DIMENSIONS + NOTATIONS EQUIVALENT TO ADJOINING UNIT UNLESS NOTED OTHERWISE.
- CONTRACTOR TO EXIT ALL RELEVANT MECHANICAL VENTILATION ON LOWER FLOORS OUTSIDE OF BUILDING.

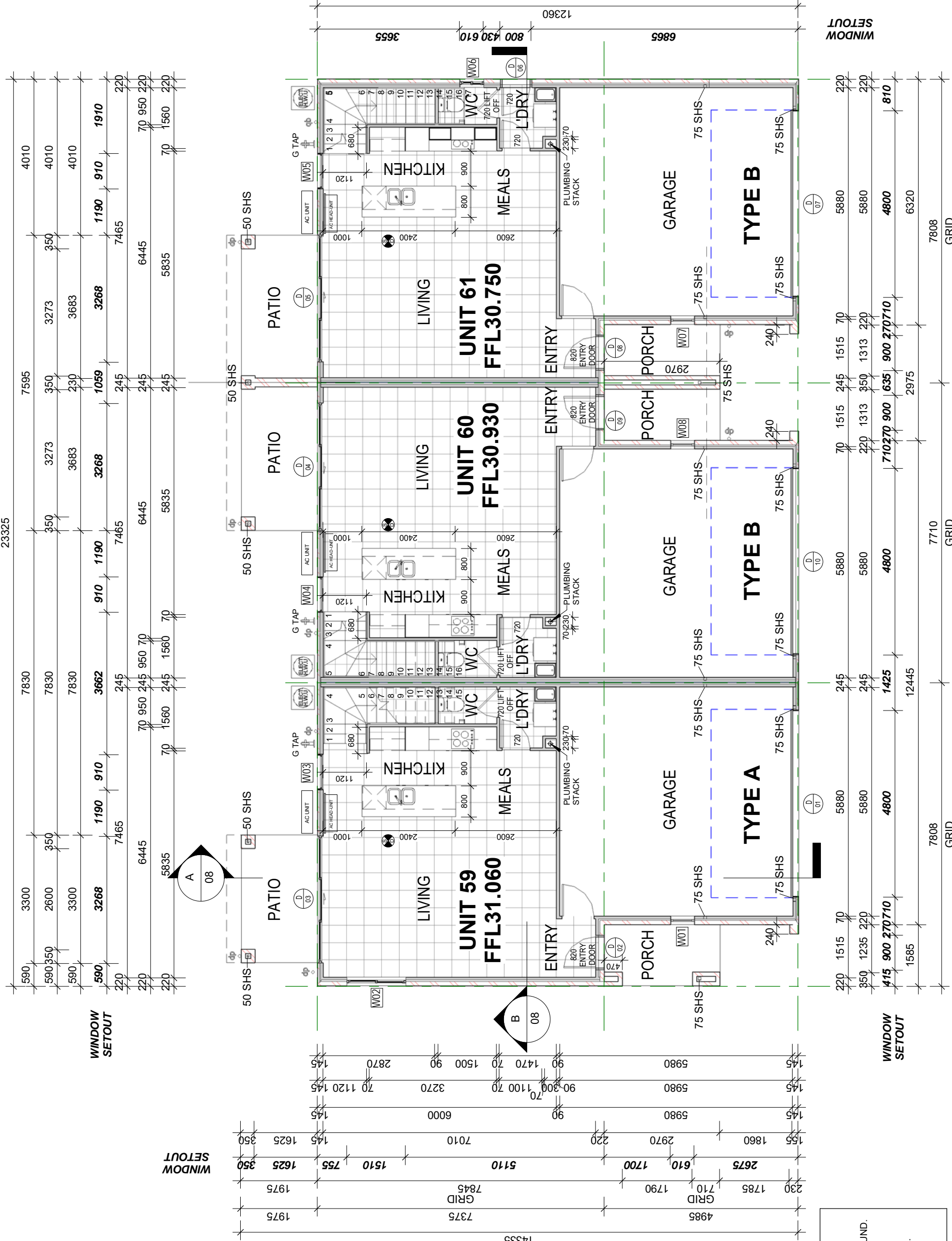
VERTICAL JOINT NOTE			
SITE CLASSIFICATION	M	H1	H2
SPACING	6.0m	5.5m	5.0m 4.5m

BAL -12.5 BUSHFIRE REQUIREMENTS:

- EXTERNAL METAL MESH SCREENS TO ALL OPENABLE WINDOWS.
- 4mm SAFETY GLASS TO WINDOWS & DOORS WITHIN 400mm OF GROUND.
- METAL OR BUSHFIRE RESISTANT TIMBER FRAMES TO ALL WINDOWS & DOORS WITHIN 400mm OF GROUND.
- SOLID CORE CONSTRUCTION EXTERNAL ENTRY DOORS.
- WEATHER STRIPS/DRAUGHT EXCLUDERS TO ALL EXTERNAL DOORS.
- SPARK ARRESTOR SCREENS TO VENTS & WEEPHOLES.
- ROOF/WALL JOINTS TO BE SEALED.
- SARKING TO ALL ROOFS.



ABN 22 010 071 744
 DESIGNERS AND BUILDERS
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No.	Description	Date

Project: TOWNHOUSE DEVELOPMENT
 Location: T1-EASTPORT Triplex Modern
 Unit Number: UNITS 59-61
 Client: 176 NOTTINGHAM RD, PARKINSON
 Project Name: HERAN BUILDING GROUP

Scale: 1 : 100
 Drawing Number: TB
 Revision: JUNE 2020

Sheet Name: GROUND FLOOR PLAN
 Unit Type: T1-EASTPORT Triplex Modern
 Drawing Number: 0000
 Revision: 03

WINDOW SCHEDULE FIRST FLOOR			
Mark	Type	Lintel	Acoustic Info
09	10.18 SW	190 x 35	No
10	09.24 SW	190 x 35	No
11	09.09 SW	140 x 35	No
12	15.09 FW	140 x 35	No
13	15.09 FW	140 x 35	No
14	10.18 SW	190 x 35	No
15	10.18 SW	190 x 35	No
16	10.18 SW	190 x 35	No
17	10.18 SW	190 x 35	No
18	15.09 FW	140 x 35	No
19	09.09 SW	140 x 35	No
20	09.12 SW	190 x 35	No
21	12.09 AW	140 x 35	No
22	12.09 AW	140 x 35	No
23	10.18 SW	2/170 x 35	No
24	10.18 SW	2/170 x 35	No
25	12.09 AW	140 x 35	No
26	12.09 AW	140 x 35	No
27	12.09 AW	140 x 35	No
28	12.09 AW	140 x 35	No
29	10.18 SW	2/170 x 35	No

NOTES

- FLOOR LAYOUT + DIMENSIONS + NOTATIONS EQUIVALENT TO ADJOINING UNIT UNLESS NOTED OTHERWISE.
- CONTRACTOR TO EXIT ALL RELEVANT MECHANICAL VENTILATION ON LOWER FLOORS OUTSIDE OF BUILDING.

VERTICAL JOINT NOTE			
SITE CLASSIFICATION	M	H1	H2
SPACING	6.0m	5.5m	5.0m

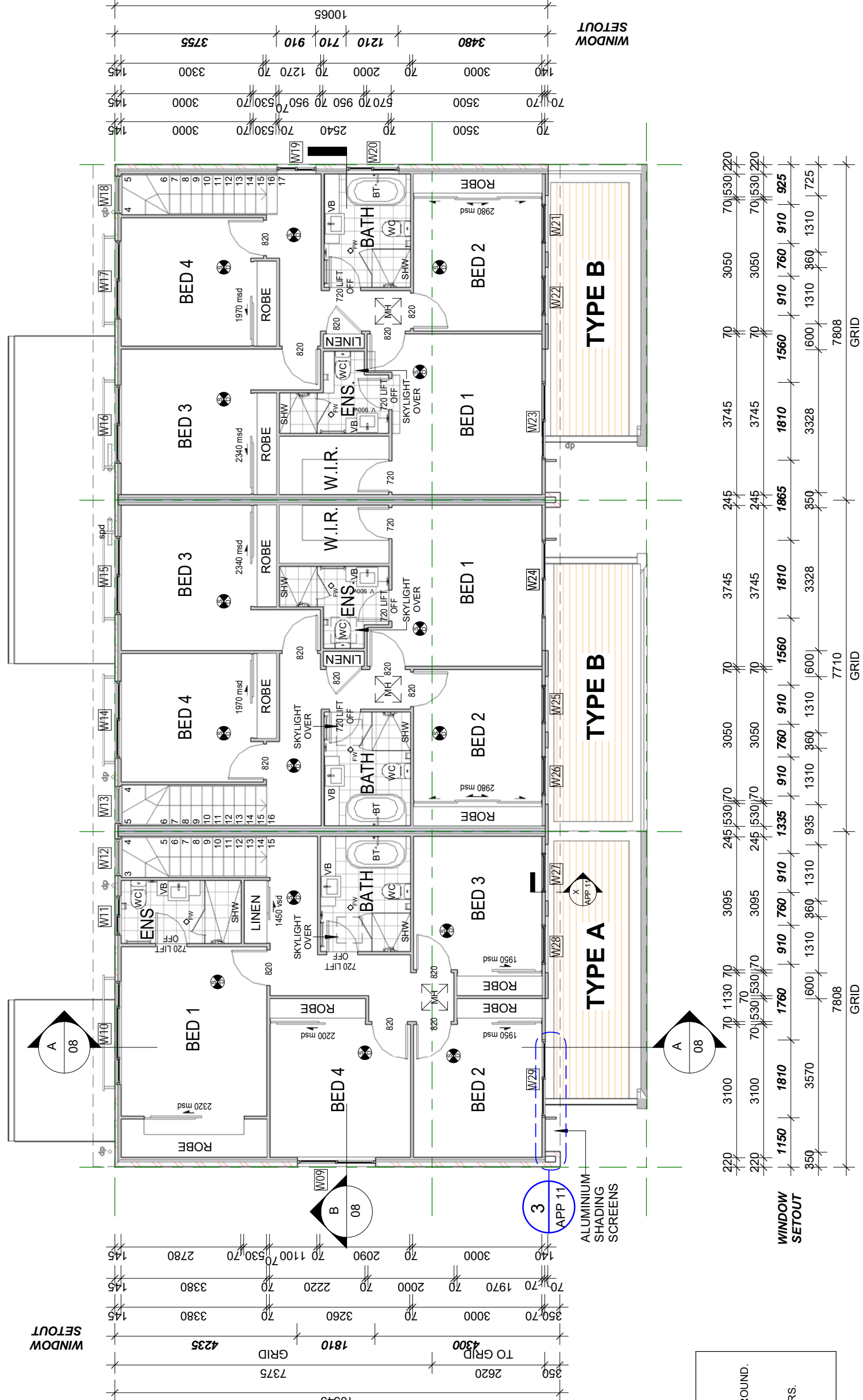
BAL-12.5 BUSHFIRE REQUIREMENTS:

- EXTERNAL METAL MESH SCREENS TO ALL OPENABLE WINDOWS.
- 4mm SAFETY GLASS TO WINDOWS & DOORS WITHIN 400mm OF GROUND.
- METAL OR BUSHFIRE RESISTANT TIMBER FRAMES TO ALL WINDOWS & DOORS WITHIN 400mm OF GROUND.
- SOLID CORE CONSTRUCTION EXTERNAL ENTRY DOORS.
- WEATHER STRIPS/DRAUGHT EXCLUDERS TO ALL EXTERNAL DOORS.
- SPARK ARRESTOR SCREENS TO VENTS & WEEPHOLES.
- ROOF/WALL JUNCTIONS TO BE SEALED.
- SARKING TO ALL ROOFS.



ABN 22 010 071 744
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1910	2410	1070	910	470	860	355	860	650	1810	1705	1810	1550	1810	650	860	275
220	885	70	3950	1470	70	950	245	950	3000	245	2360	70	945	3000	70	950
220	885	70	3950	1470	70	950	245	950	1990	245	2360	70	945	1990	70	950
220	3100	70	530	3695	70	530	245	4020	4020	245	2360	70	945	4020	70	220
220	3100	70	530	2675	70	530	245	2640	70	945	2360	70	945	70	350	2640
220	3100	70	530	2675	70	530	245	2640	70	945	2360	70	945	70	350	2640
220	3100	70	530	2675	70	530	245	2640	70	945	2360	70	945	70	350	2640

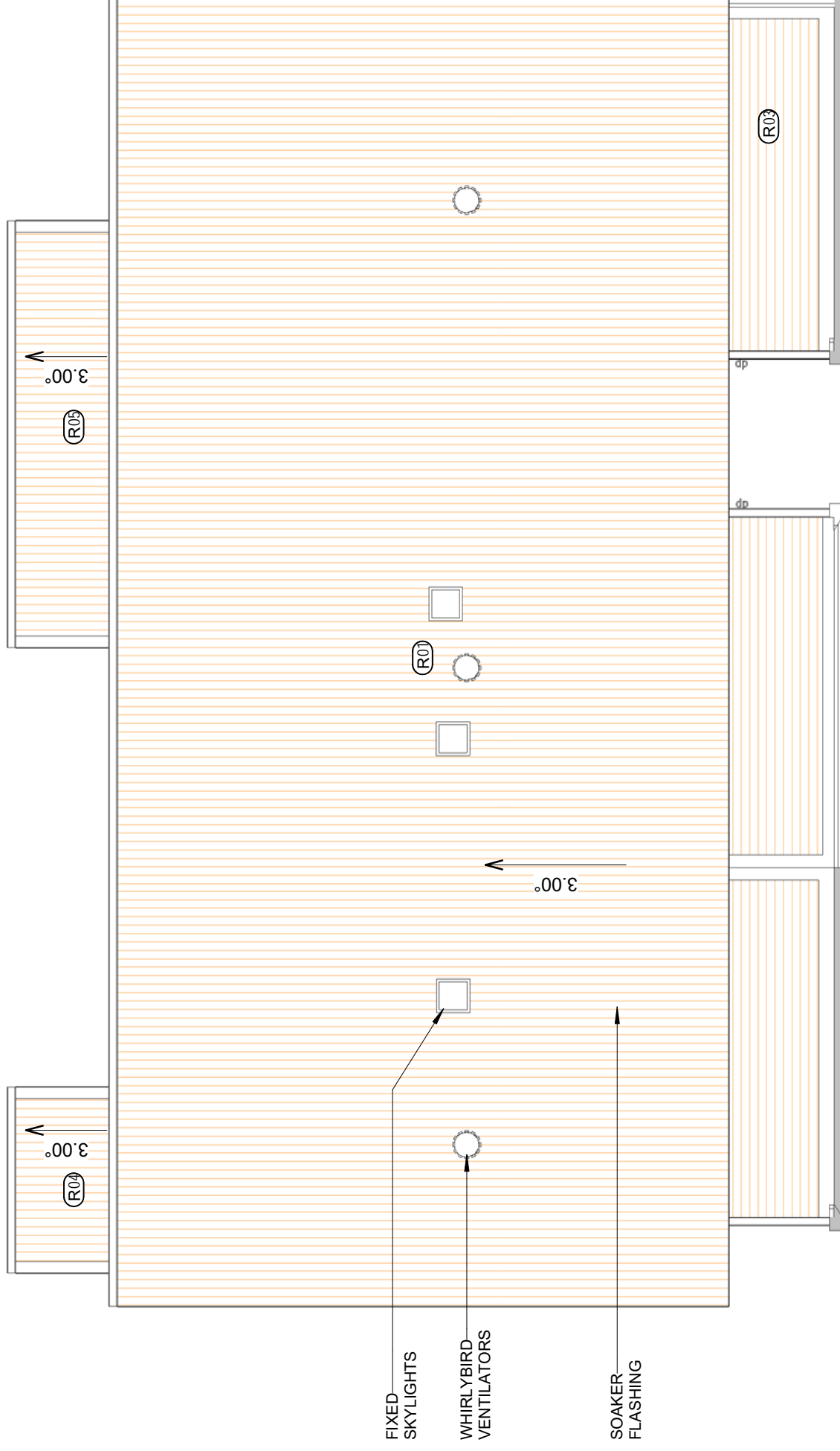


No.	Description	Date

Project	T1-EASTPORT Triplex Modern	Sheet Name	FIRST FLOOR PLAN
Location	176 NOTTINGHAM RD, PARKINSON	Scale	1 : 100
Unit Number	UNITS 59-61	Drawn by	TB
Client	HERAN BUILDING GROUP	Project Number	0000
		Drawing Number	04
		Date	JUNE 2020
		Revision	

ROOF SCHEDULE / PER BUILDING

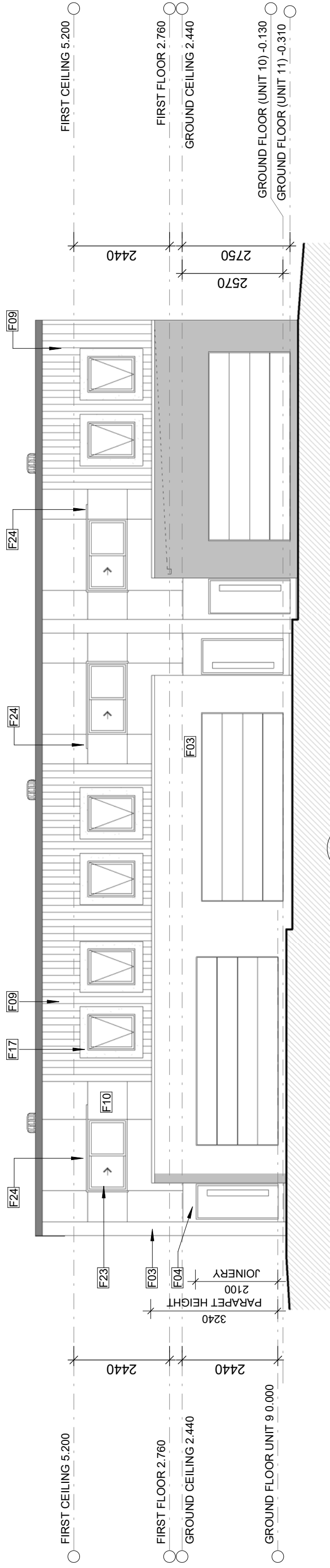
Mark	Type	Area
01	160mm TRIMDEK ROOF	253.14 m ²
03	160mm TRIMDEK ROOF	13.71 m ²
04	160mm TRIMDEK ROOF	7.77 m ²
05	160mm TRIMDEK ROOF	17.87 m ²
Grand total		292.49 m ²



ABN 22 010 071 744
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 F. 07 5528 0333

No.	Description	Date

Project	Unit Type	Sheet Name
TOWNHOUSE DEVELOPMENT	T1-EASTPORT Triplex Modern	ROOF PLAN
Location	Unit Number	Scale
176 NOTTINGHAM RD, PARKINSON	UNITS 59-61	1 : 100
Client	Project Number	Drawn by
HERAN BUILDING GROUP	0000	TB
	Drawing Number	Date
	05	JUNE 2020
		Revision



1
06 FRONT ELEVATION
SCALE - 1 : 100

EXTERNAL FINISHES

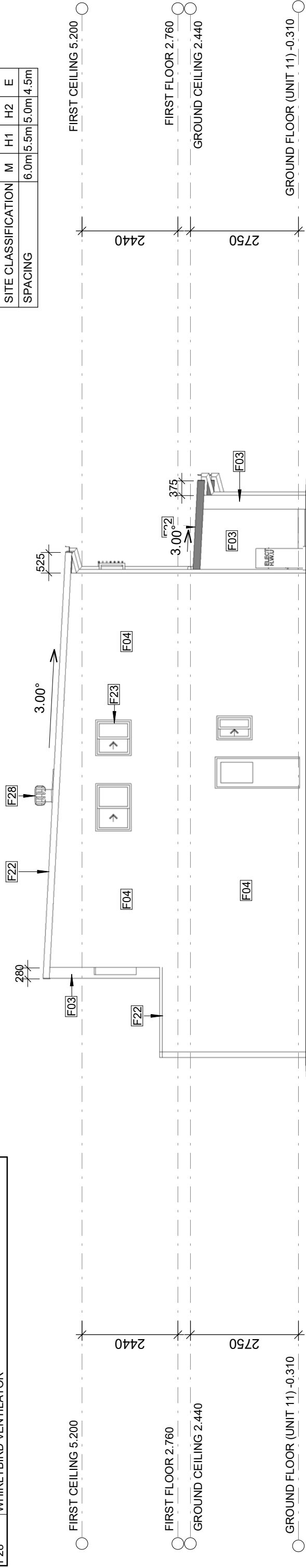
F03	BRICKWORK WITH RENDER FINISH (COLOUR 1)
F04	BRICKWORK WITH RENDER FINISH (COLOUR 2)
F09	SCYON AXON CLADDING
F10	SCYON MATRIX CLADDING
F17	RENDERED & PAINTED HARDITEX CLADDING
F22	COLORBOND TRIMEK METAL ROOF SHEETING (AS SELECTED)
F23	ALUMINIUM FRAMED GLAZING
F24	50mm NRG BOARD SHADE SCREEN
F25	ALUMINIUM FRAMED FIXED SKYLIGHT WINDOW
F28	WHIRLYBIRD VENTILATOR

NOTES

- ARTICULATED BRICK JOINTS COMPRISE COMPRESSIBLE FILLER AND CAULKING.
- PROVIDE ZINC FLASHING TO WINDOW HEADS IN FRAMED WALLS, AND AT INTERFACE BETWEEN WALLS AND ROOF TRUSSES IN GABLE ENDS.
- PROVIDE DOUBLE SIDED FOIL UNDER APPLIED WALL CLADDING.
- PROVIDE LEAD FLASHING TO WALL/ROOF TILE JUNCTIONS.

VERTICAL JOINT NOTE

SITE CLASSIFICATION	M	H1	H2	E
SPACING	6.0m	5.5m	5.0m	4.5m



2
06 RIGHT ELEVATION
SCALE - 1 : 100

No.	Description	Date

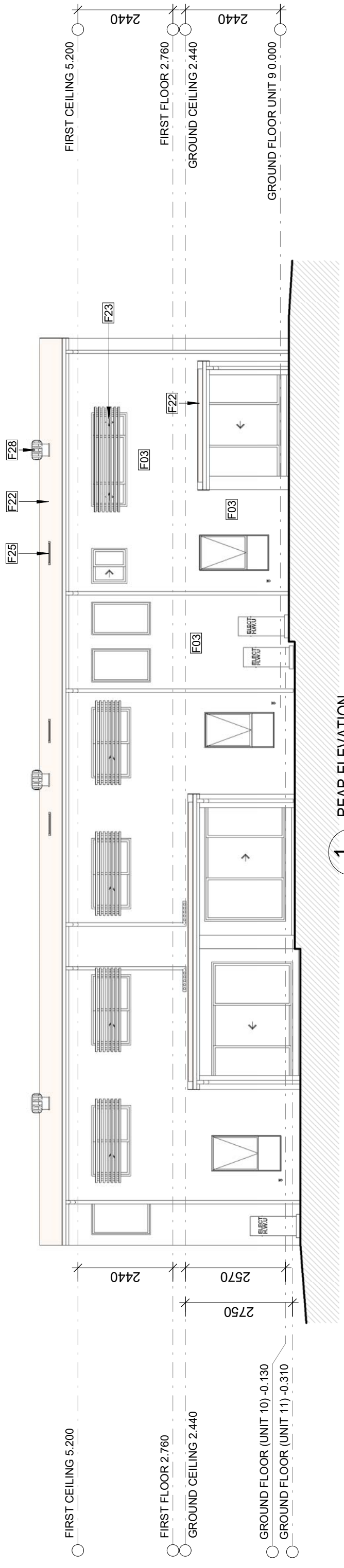
Project: **TOWNHOUSE DEVELOPMENT** Unit Type: **T1-EASTPORT Triplex Modern** Sheet Name: **ELEVATIONS 1**

Location: **176 NOTTINGHAM RD, PARKINSON** Unit Number: **UNITS 59-61** Scale: **1 : 100** Drawn by: **TB** Date: **JUNE 2020**

Client: **HERAN BUILDING GROUP** Project Number: **0000** Drawing Number: **06** Revision:

HERAN
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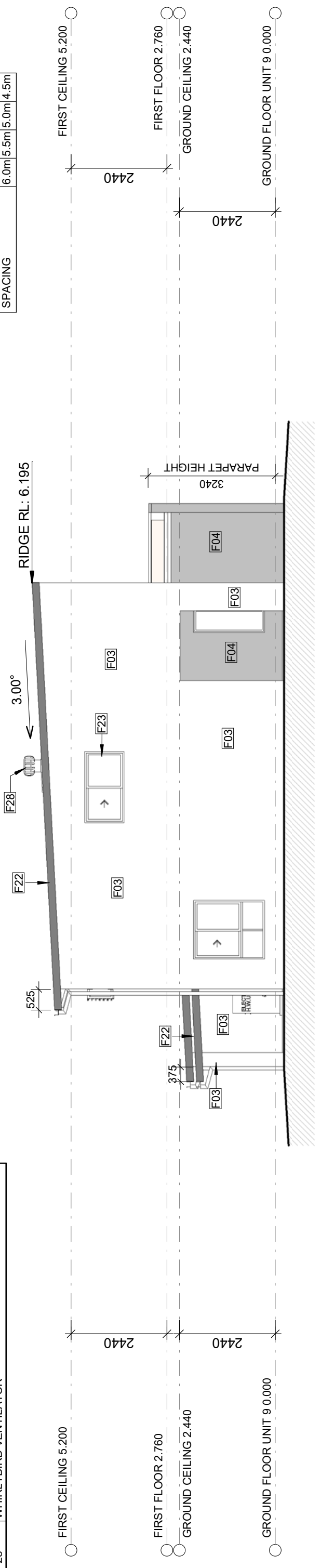
1 REAR ELEVATION
07 SCALE - 1 : 100

EXTERNAL FINISHES	
F03	BRICKWORK WITH RENDER FINISH (COLOUR 1)
F04	BRICKWORK WITH RENDER FINISH (COLOUR 2)
F09	SCYON AXON CLADDING
F10	SCYON MATRIX CLADDING
F17	RENDERED & PAINTED HARDITEX CLADDING
F22	COLORBOND TRIMDEK METAL ROOF SHEETING (AS SELECTED)
F23	ALUMINIUM FRAMED GLAZING
F24	50mm NRG BOARD SHADE SCREEN
F25	ALUMINIUM FRAMED FIXED SKYLIGHT WINDOW
F28	WHIRLYBIRD VENTILATOR

NOTES

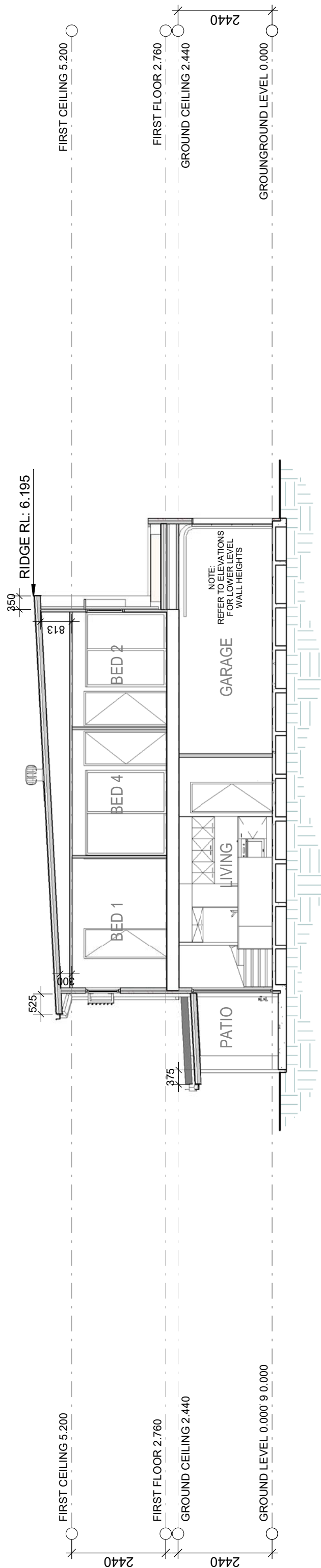
- ARTICULATED BRICK JOINTS COMPRISE COMPRESSIBLE FILLER AND CAULKING.
- PROVIDE ZINC FLASHING TO WINDOW HEADS IN FRAMED WALLS, AND AT INTERFACE BETWEEN WALLS AND ROOF TRUSSES IN GABLE ENDS.
- PROVIDE DOUBLE SIDED FOIL UNDER APPLIED WALL CLADDING.
- PROVIDE LEAD FLASHING TO WALL/ROOF TILE JUNCTIONS.

VERTICAL JOINT NOTE				
SITE CLASSIFICATION	M	H1	H2	E
SPACING	6.0m	5.5m	5.0m	4.5m

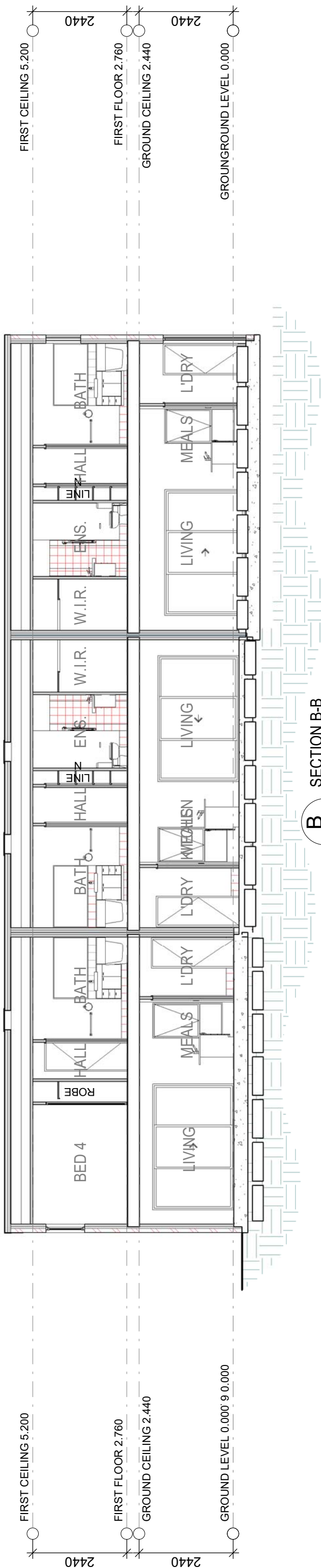


2 LEFT ELEVATION
07 SCALE - 1 : 100

		ABN 22 010 071 744 DESIGNERS AND BUILDERS OF QUALITY HOMES EST. 1952 301/50 MARINE PARADE SOUTHPORT Q 4215 P. 07 5528 0111 F. 07 5528 0333	
No.	Description	Date	Project
			TOWNHOUSE DEVELOPMENT
			T1-EASTPORT Triplex Modern
			ELEVATIONS 2
			Scale
			1 : 100
			Drawn by
			TB
			Date
			JUNE 2020
			Project Number
			0000
			Drawing Number
			07
			Revision
			UNITS 59-61
			176 NOTTINGHAM RD, PARKINSON
			Client
			HERAN BUILDING GROUP
			Unit Type
			T1-EASTPORT Triplex Modern
			Unit Number
			UNITS 59-61
			Sheet Name
			ELEVATIONS 2



A SECTION A-A
SCALE - 1 : 100



B SECTION B-B
SCALE - 1 : 100

No.	Description	Date

Project	Unit Type	Sheet Name
TOWNHOUSE DEVELOPMENT	T1-EASTPORT Triplex Modern	SECTIONS
Location	Unit Number	Scale
176 NOTTINGHAM RD, PARKINSON	UNITS 59-61	1 : 100
Client	Project Number	Drawn by
HERAN BUILDING GROUP	0000	TB
	Drawing Number	Date
	08	JUNE 2020
		Revision
		08

ABN 22 010 071 744
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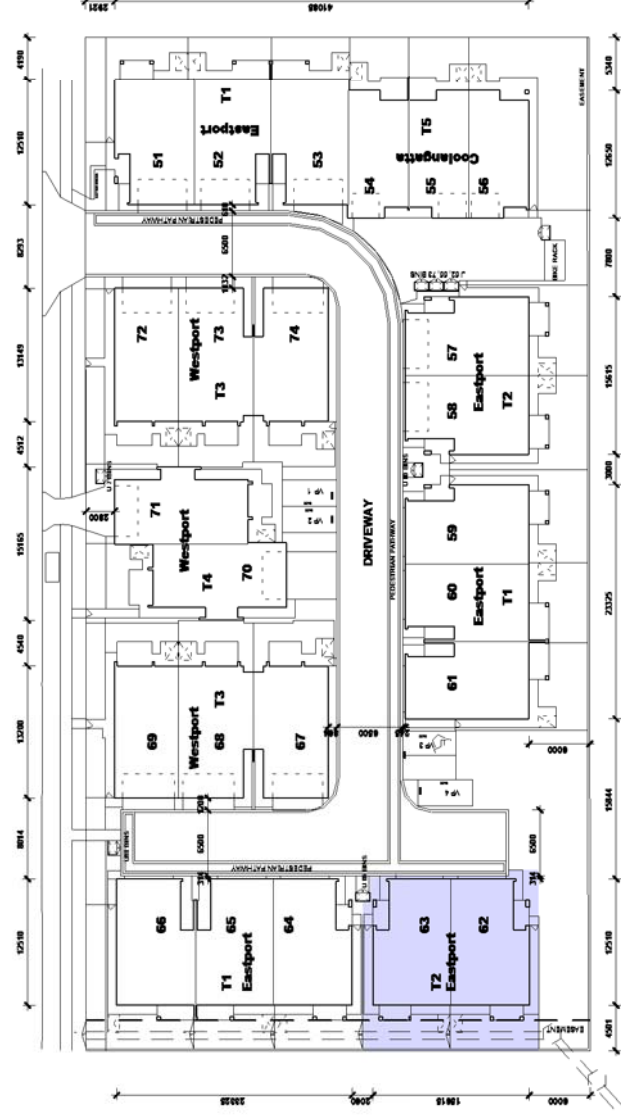


S:\Town House Developments\Current\Nottingham Road 176-184, PARKINSON\10 - BA Plans\TOWNHOUSE PLANS\STAGE 4\T1_EASTPORT TRIPLEX RHIS_MODERN_59-61.rvt



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 F. 07 5528 0333

No.	Description	Date	Project	Unit Type	Sheet Name
			TOWNHOUSE DEVELOPMENT	T2-EASTPORT Duplex Modern	LOCATION PLAN
			Location	Unit Number	Scale
			176 NOTTINGHAM RD, PARKINSON	UNITS 62-63	1 : 750
			Client	HERAN BUILDING GROUP	Project Number
					0000
					Drawn by
					TB
					Date
					JUNE 2020
					Revision
					01



- BAL - 29 BUSHFIRE REQUIREMENTS:**
- EXTERNAL METAL MESH SCREENS TO ALL OPENABLE WINDOWS & DOORS.
 - EXTERNAL METAL MESH SCREENS TO ALL WINDOWS & DOORS WITHIN 400mm OF GROUND
 - SOLID CORE CONSTRUCTION EXTERNAL ENTRY DOORS.
 - 5mm TOUGHENED SAFTEY GLASS TO ALL EXTERNAL GLAZED WINDOWS
 - 6mm TOUGHENED SAFTEY GLASS TO ALL EXTERNAL GLAZED DOORS
 - WEATHER STRIPS/DRAUGHT EXCLUDERS TO ALL EXTERNAL DOORS.
 - SPARK ARRESTOR SCREENS TO VENTS & WEEPHOLES.
 - ROOF/WALL JUNCTIONS TO BE SEALED.
 - SARKING TO ALL ROOFS.

WINDOW SCHEDULE FIRST FLOOR

Mark	Type	Lintel	Acoustic Info	Seals
07	10.18 SW	MGP12 190 x 35		No
08	09.24 SW	190 x 35		No
09	09.09 SW	140 x 35		No
10	15.09 FW	140 x 35		No
11	15.09 FW	140 x 35		No
12	09.09 SW	140 x 35		No
13	09.24 SW	190 x 35		No
14	10.18 SW	190 x 35		No
15	10.18 SW	2/170 x 35		No
16	12.09 AW	140 x 35		No
17	12.09 AW	140 x 35		No
18	12.09 AW	140 x 35		No
19	12.09 AW	140 x 35		No
20	10.18 SW	2/170 x 35		No

BAL - 29 BUSHFIRE REQUIREMENTS:

- EXTERNAL METAL MESH SCREENS TO ALL OPENABLE WINDOWS & DOORS.
- EXTERNAL METAL MESH SCREENS TO ALL WINDOWS & DOORS WITHIN 400mm OF GROUND
- SOLID CORE CONSTRUCTION EXTERNAL ENTRY DOORS.
- 5mm TOUGHENED SAFTEY GLASS TO ALL EXTERNAL GLAZED WINDOWS.
- 6mm TOUGHENED SAFTEY GLASS TO ALL EXTERNAL GLAZED DOORS
- WEATHER STRIPS/DRAUGHT EXCLUDERS TO ALL EXTERNAL DOORS.
- SPARK ARRESTOR SCREENS TO VENTS & WEEPHOLES.
- ROOF/WALL JUNCTIONS TO BE SEALED.
- SARKING TO ALL ROOFS.

NOTES

- FLOOR LAYOUT + DIMENSIONS + NOTATIONS EQUIVALENT TO ADJOINING UNIT UNLESS NOTED OTHERWISE.
- CONTRACTOR TO EXIT ALL RELEVANT MECHANICAL VENTILATION ON LOWER FLOORS OUTSIDE OF BUILDING.

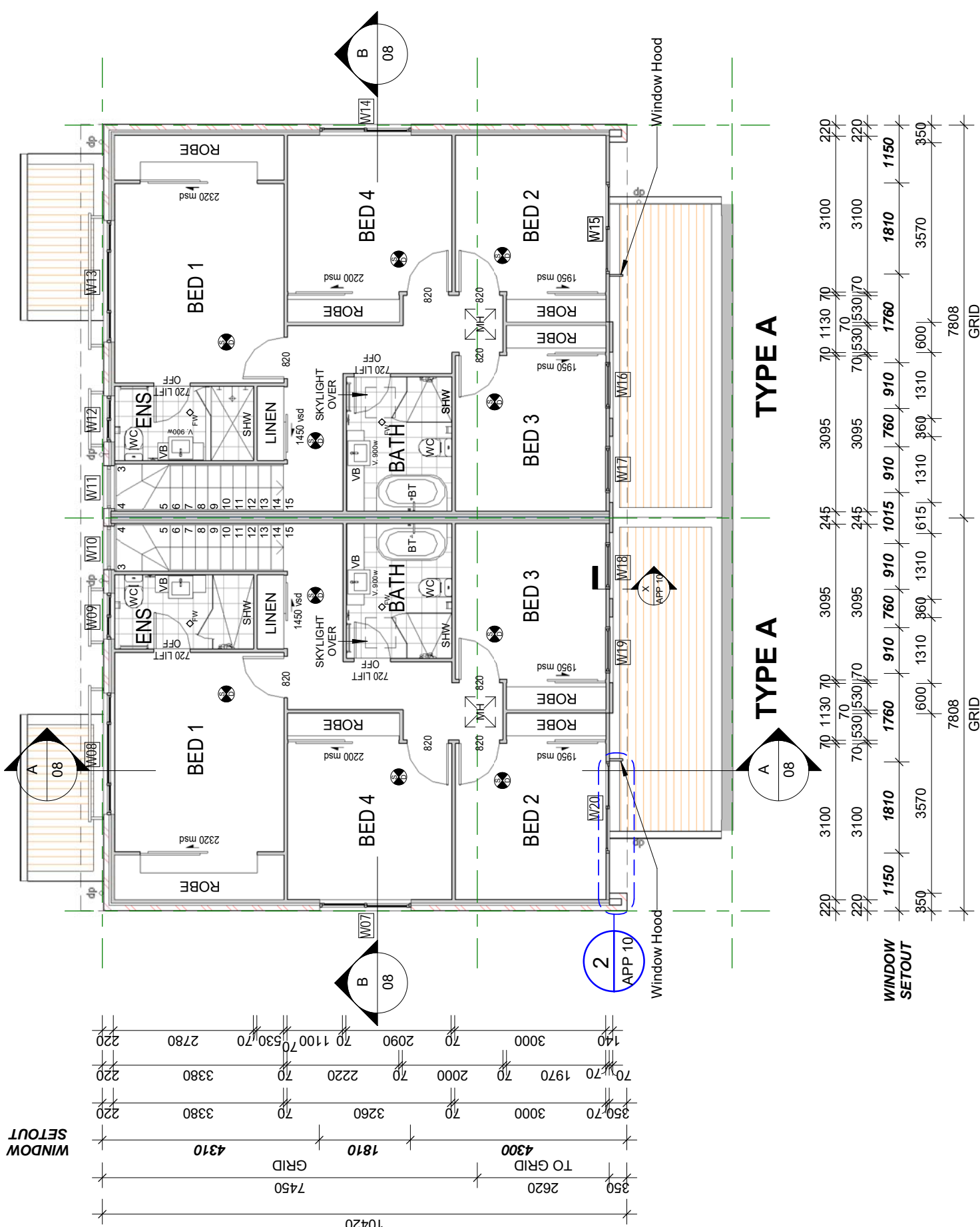
VERTICAL JOINT NOTE	M	H1	H2	E
SITE CLASSIFICATION	6.0m	5.5m	5.0m	4.5m
SPACING				



ABN 22 010 071 744
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 OF QUALITY HOMES EST. 1952
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 F. 07 5528 0333

15615													
220	1910	2410	1070	910	470	860	355	860	470	910	1070	2410	1910
70	70	3950	70	1470	70	950	245	950	70	1470	70	3950	70
220	220	3100	70	530	70	950	245	950	70	530	70	3100	220
220	220	3100	70	1550	70	2675	245	2675	70	1550	70	3100	220

WINDOW SETOUT

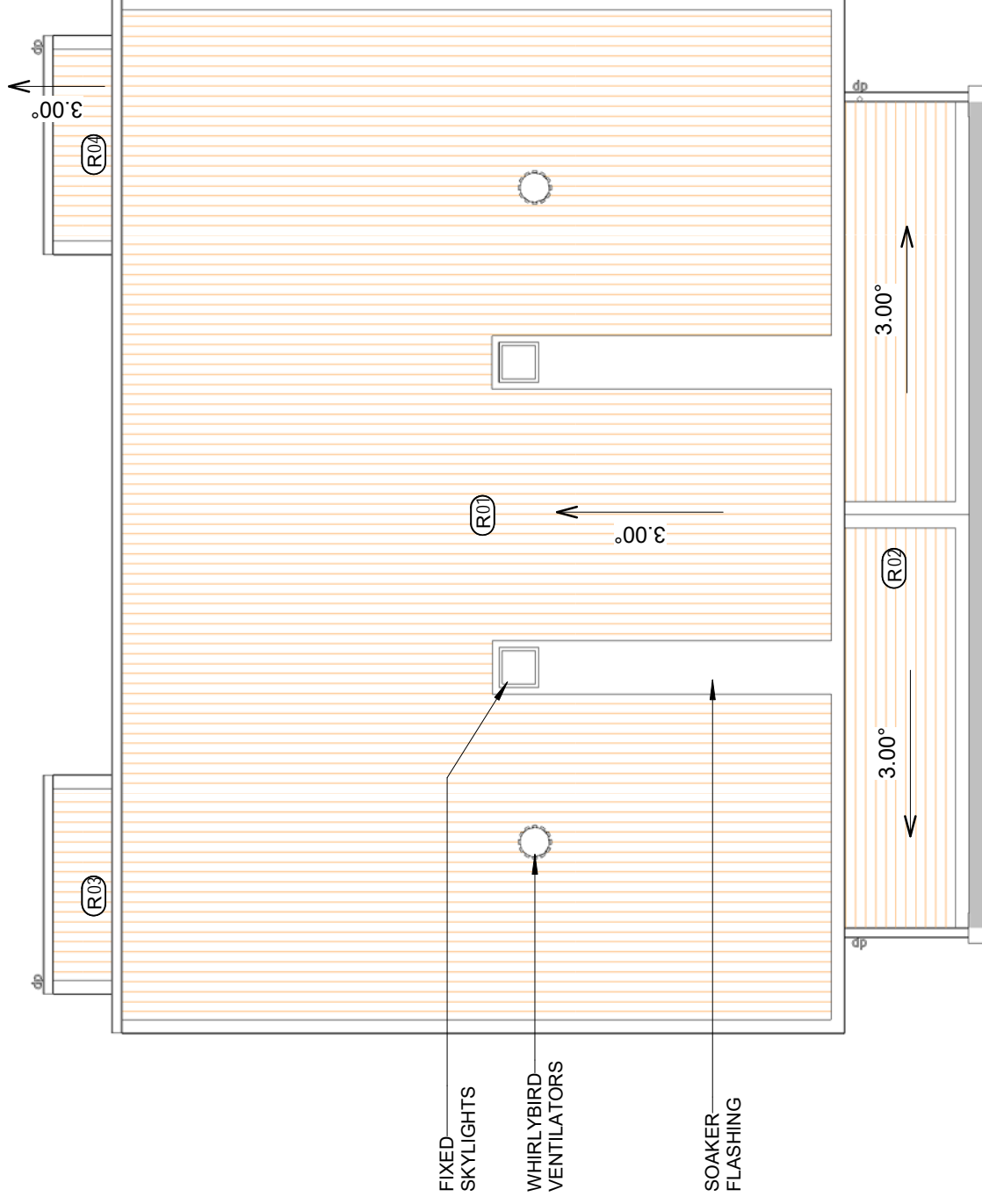


No.	Description	Date

Project	Unit Type	Sheet Name
TOWNHOUSE DEVELOPMENT	T2-EASTPORT Duplex Modern	FIRST FLOOR PLAN
Location	Unit Number	Scale
176 NOTTINGHAM RD, PARKINSON	UNITS 62-63	1 : 100
Client	Project Number	Drawn by
HERAN BUILDING GROUP	0000	TB
		Date
		JUNE 2020
		Revision
		04

ROOF SCHEDULE / PER BUILDING

Mark	Type	Area
01	160mm TRIMDEK ROOF	169.47 m ²
02	160mm TRIMDEK ROOF	27.12 m ²
03	160mm TRIMDEK ROOF	4.96 m ²
04	160mm TRIMDEK ROOF	4.96 m ²
Grand total		206.50 m ²



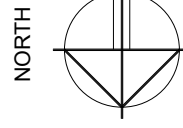
- BAL - 29 BUSHFIRE REQUIREMENTS:**
- EXTERNAL METAL MESH SCREENS TO ALL OPENABLE WINDOWS & DOORS.
 - EXTERNAL METAL MESH SCREENS TO ALL WINDOWS & DOORS WITHIN 400mm OF GROUND
 - SOLID CORE CONSTRUCTION EXTERNAL ENTRY DOORS.
 - 5mm TOUGHENED SAFTEY GLASS TO ALL EXTERNAL GLAZED WINDOWS.
 - 6mm TOUGHENED SAFTEY GLASS TO ALL EXTERNAL GLAZED DOORS
 - WEATHER STRIPS/DRAUGHT EXCLUDERS TO ALL EXTERNAL DOORS.
 - SPARK ARRESTOR SCREENS TO VENTS & WEEPHOLES
 - ROOF/WALL JUNCTIONS TO BE SEALED.
 - SARKING TO ALL ROOFS.

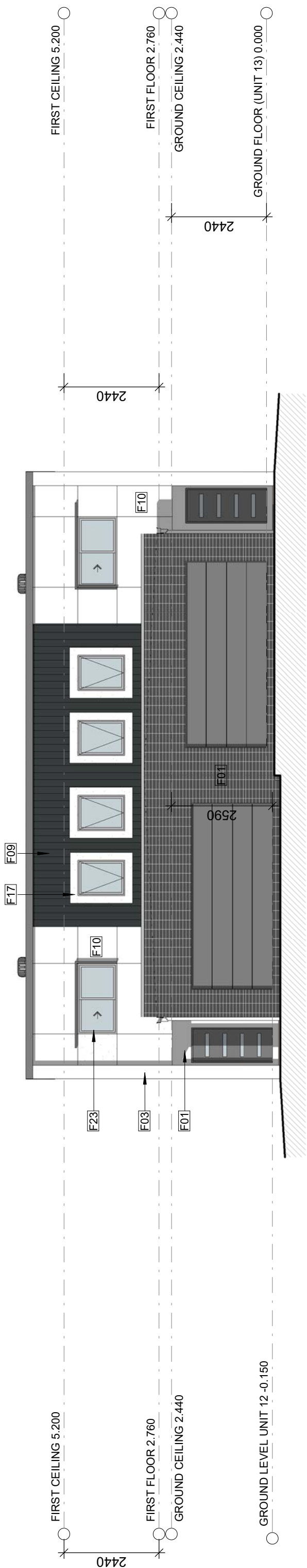


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 DESIGNERS AND BUILDERS
 OF QUALITY HOMES EST. 1952
 301/50 MARINE PARADE
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No.	Description	Date

Project **TOWNHOUSE DEVELOPMENT** Unit Type **T2-EASTPORT Duplex Modern** Sheet Name **ROOF PLAN**
 Location **176 NOTTINGHAM RD, PARKINSON** Unit Number **UNITS 62-63** Scale **1 : 100** Drawn by **TB** Date **JUNE 2020**
 Client **HERAN BUILDING GROUP** Drawing Number **0000** Revision **05**





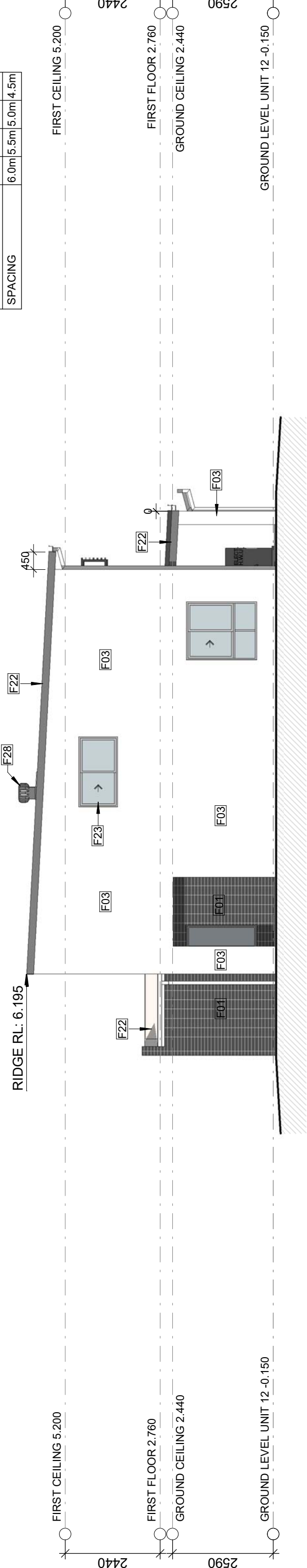
1 FRONT ELEVATION
SCALE - 1 : 100

EXTERNAL FINISHES	
F01	FACE BRICKWORK (AS SELECTED)
F03	BRICKWORK WITH RENDER FINISH (COLOUR 1)
F09	SCYON AXON CLADDING
F10	SCYON MATRIX CLADDING
F17	RENDERED & PAINTED HARDITEX CLADDING
F22	COLORBOND TRIMDEK METAL ROOF SHEETING (AS SELECTED)
F23	ALUMINIUM FRAMED GLAZING
F25	ALUMINIUM FRAMED FIXED SKYLIGHT WINDOW
F28	WHIRLYBIRD VENTILATOR

NOTES

- ARTICULATED BRICK JOINTS COMPRISE COMPRESSIBLE FILLER AND CAULKING.
- PROVIDE ZINC FLASHING TO WINDOW HEADS IN FRAMED WALLS, AND AT INTERFACE BETWEEN WALLS AND ROOF TRUSSES IN GABLE ENDS.
- PROVIDE DOUBLE SIDED FOIL UNDER APPLIED WALL CLADDING
- PROVIDE LEAD FLASHING TO WALL/ROOF TILE JUNCTIONS.

VERTICAL JOINT NOTE				
SITE CLASSIFICATION	M	H1	H2	E
SPACING	6.0m	5.5m	5.0m	4.5m



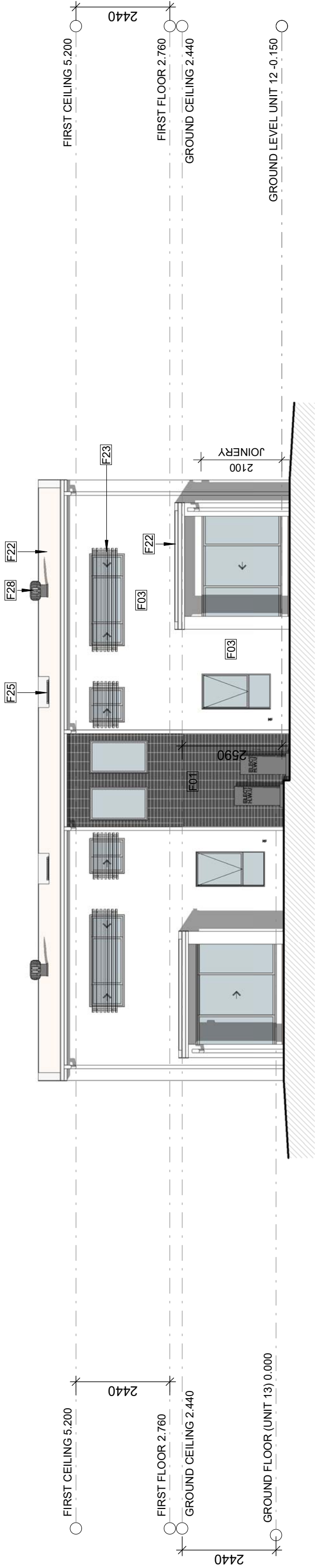
2 RIGHT ELEVATION
SCALE - 1 : 100

No.	Description	Date

Project	Unit Type	Sheet Name
TOWNHOUSE DEVELOPMENT	T2-EASTPORT Duplex Modern	ELEVATIONS 1
Location	Unit Number	Scale
176 NOTTINGHAM RD, PARKINSON	UNITS 62-63	1 : 100
Client	Drawing Number	Drawn by
HERAN BUILDING GROUP	0000	TB
	Revision	Date
		JUNE 2020

ABN 22 010 071 744
 DESIGNERS AND BUILDERS
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1 REAR ELEVATION
SCALE - 1 : 100

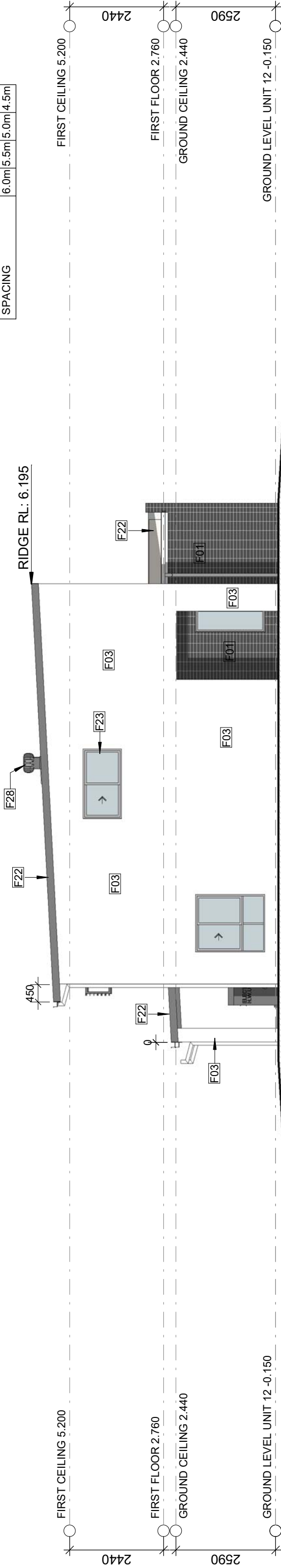
EXTERNAL FINISHES	
F01	FACE BRICKWORK (AS SELECTED)
F03	BRICKWORK WITH RENDER FINISH (COLOUR 1)
F09	SCYON AXON CLADDING
F10	SCYON MATRIX CLADDING
F17	RENDERED & PAINTED HARDITEX CLADDING
F22	COLORBOND TRIMDEK METAL ROOF SHEETING (AS SELECTED)
F23	ALUMINIUM FRAMED GLAZING
F25	ALUMINIUM FRAMED FIXED SKYLIGHT WINDOW
F28	WHIRLYBIRD VENTILATOR

NOTES

- ARTICULATED BRICK JOINTS COMPRISE COMPRESSIBLE FILLER AND CAULKING.
- PROVIDE ZINC FLASHING TO WINDOW HEADS IN FRAMED WALLS, AND AT INTERFACE BETWEEN WALLS AND ROOF TRUSSES IN GABLE ENDS.
- PROVIDE DOUBLE SIDED FOIL UNDER APPLIED WALL CLADDING.
- PROVIDE LEAD FLASHING TO WALL/ROOF TILE JUNCTIONS.

VERTICAL JOINT NOTE

SITE CLASSIFICATION	M	H1	H2	E
SPACING	6.0m	5.5m	5.0m	4.5m



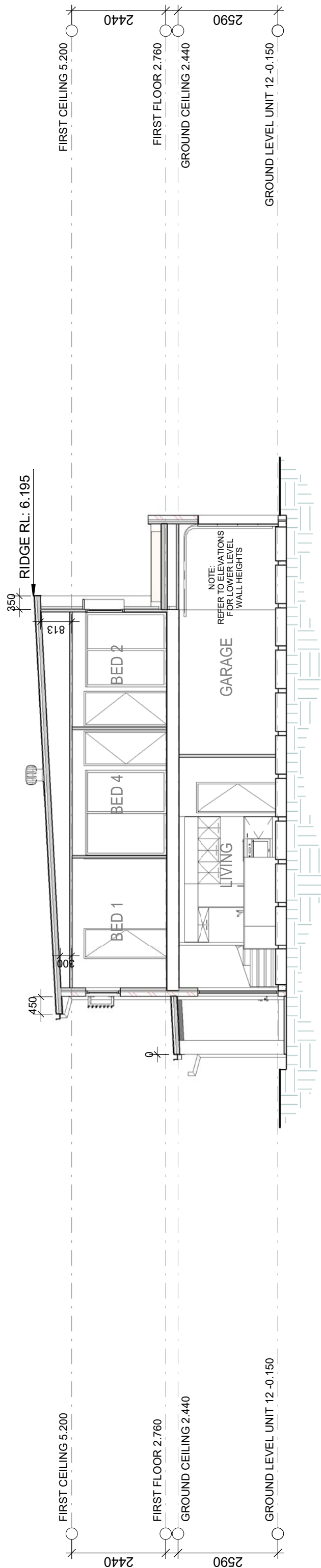
2 LEFT ELEVATION
SCALE - 1 : 100

No.	Description	Date

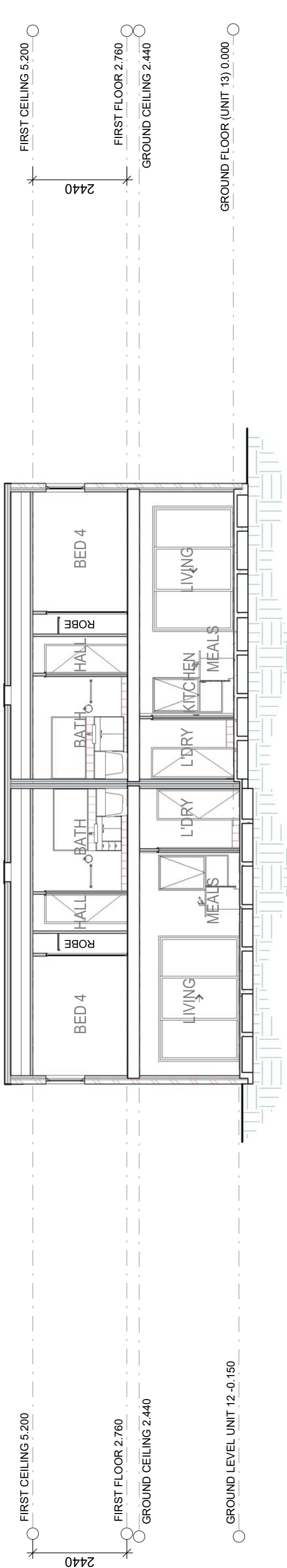
Project	TOWNHOUSE DEVELOPMENT	Unit Type	T2-EASTPORT Duplex Modern	Sheet Name	ELEVATIONS 2
Location	176 NOTTINGHAM RD, PARKINSON	Unit Number	UNITS 62-63	Scale	1 : 100
Client	HERAN BUILDING GROUP	Project Number	0000	Drawn by	TB
		Drawing Number	07	Date	JUNE 2020
				Revision	

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A
08
SECTION A-A
SCALE - 1 : 100



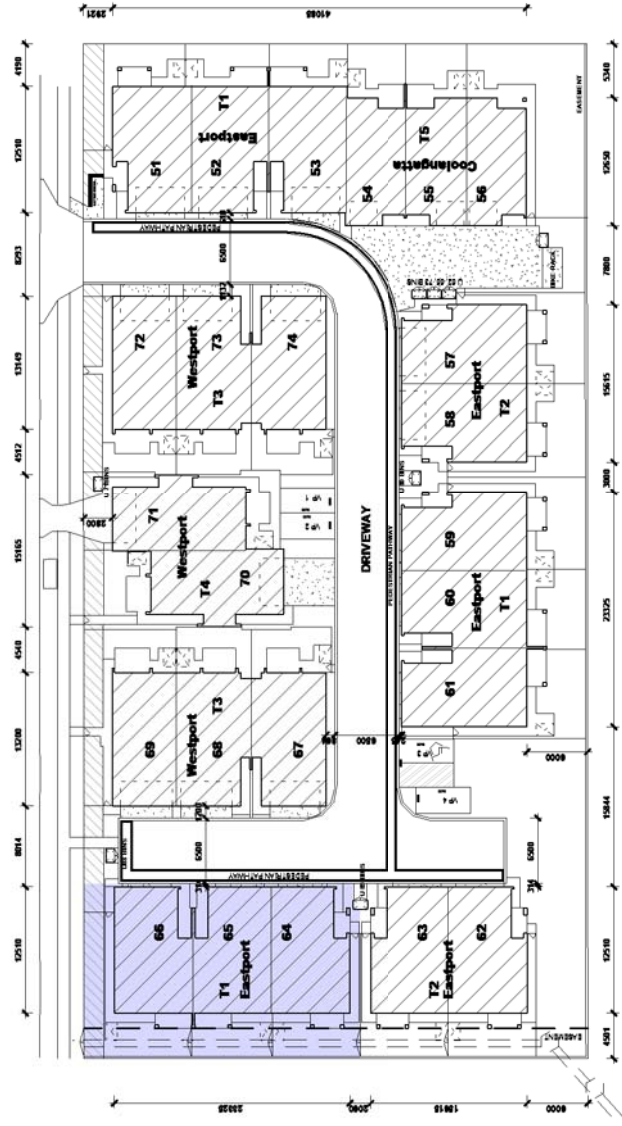
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SECTION B-B
SCALE - 1 : 100

No.	Description	Date

Project	Unit Type	Sheet Name
TOWNHOUSE DEVELOPMENT	T2-EASTPORT Duplex Modern	SECTIONS
Location	Unit Number	Scale
176 NOTTINGHAM RD, PARKINSON	UNITS 62-63	1 : 100
Client	Drawing Number	Project Number
HERAN BUILDING GROUP	08	0000
		Date
		Drawn by
		TB
		JUNE 2020
		Revision
		08

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BAL - 29 BUSHFIRE REQUIREMENTS:

- EXTERNAL METAL MESH SCREENS TO ALL OPENABLE WINDOWS & DOORS.
- EXTERNAL METAL MESH SCREENS TO ALL WINDOWS & DOORS WITHIN 400mm OF GROUND
- SOLID CORE CONSTRUCTION EXTERNAL ENTRY DOORS.
- 5mm TOUGHENED SAFTEY GLASS TO ALL EXTERNAL GLAZED WINDOWS.
- 6mm TOUGHENED SAFTEY GLASS TO ALL EXTERNAL GLAZED DOORS
- WEATHER STRIPS/DRAUGHT EXCLUDERS TO ALL EXTERNAL DOORS.
- SPARK ARRESTOR SCREENS TO VENTS & WEEPHOLES
- ROOF/WALL JUNCTIONS TO BE SEALED.
- SARKING TO ALL ROOFS.



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No.	Description	Date

Project **TOWNHOUSE DEVELOPMENT**
 Location **176 NOTTINGHAM RD, PARKINSON**
 Client **HERAN BUILDING GROUP**

Unit Type **T1-EASTPORT Triplex Modern**
 Unit Number **UNITS 64-66**

Sheet Name **LOCATION PLAN**
 Scale **1 : 750**
 Project Number **0000**
 Drawing Number **01**
 Drawn by **TB**
 Date **JUNE 2020**
 Revision

WINDOW SCHEDULE GROUND FLOOR			
Mark	Type	Lintel MGP12	Acoustic Info
01	18.06 FW	140 x 35	No
02	18.15 SW	140 x 35	No
03	18.09 AW	140 x 35	No
04	18.09 AW	140 x 35	No
05	18.09 AW	140 x 35	No
06	09.06 SW	140 x 35	No
07	18.06 FW	140 x 35	No
08	18.06 FW	140 x 35	No

DOOR SCHEDULE (EXT.) GROUND FLOOR			
Mark	Type	Lintel MGP12	Acoustic Info
01	21.48 PANEL LIFT DOOR	240 x 65 18C	No
02	820 ENTRY DOOR	140 x 35	No
03	21.31 SD	2/240x35	No
04	21.31 SD	2/240x35	No
05	21.31 SD	2/240x35	No
06	720 L'DRY DOOR	140 x 35	No
07	21.48 PANEL LIFT DOOR	240 x 65 18C	No
08	820 ENTRY DOOR	140 x 35	No
09	820 ENTRY DOOR	140 x 35	No
10	21.48 PANEL LIFT DOOR	240 x 65 18C	No

VERTICAL JOINT NOTE			
SITE CLASSIFICATION	M	H1	H2
SPACING	6.0m	5.5m	5.0m 4.5m

NOTES

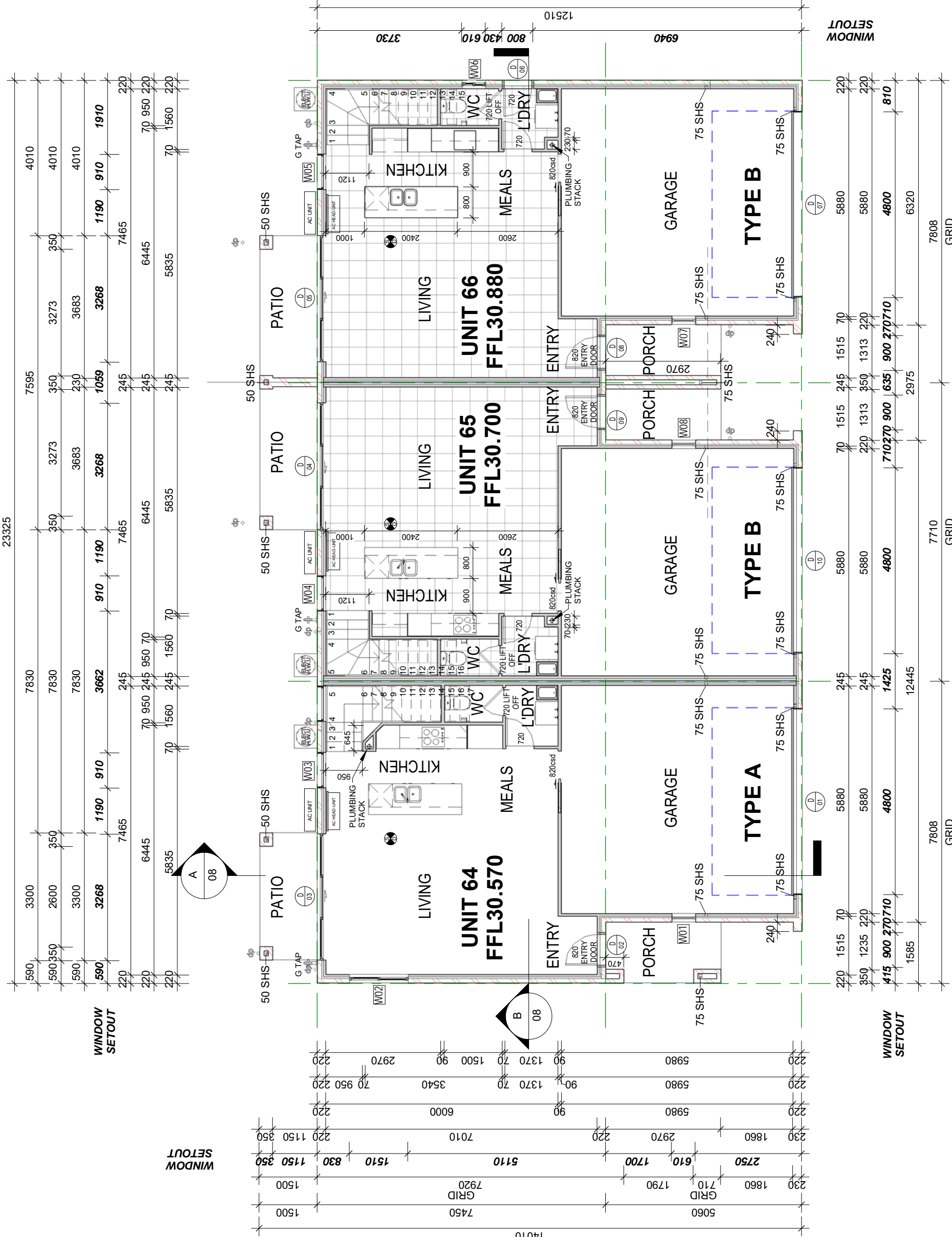
- FLOOR LAYOUT + DIMENSIONS + NOTATIONS EQUIVALENT TO ADJOINING UNIT UNLESS NOTED OTHERWISE.
- CONTRACTOR TO EXIT ALL RELEVANT MECHANICAL VENTILATION ON LOWER FLOORS OUTSIDE OF BUILDING.

BAL - 29 BUSHFIRE REQUIREMENTS:

- EXTERNAL METAL MESH SCREENS TO ALL OPENABLE WINDOWS & DOORS.
- EXTERNAL METAL MESH SCREENS TO ALL WINDOWS & DOORS WITHIN 400mm OF GROUND
- SOLID CORE CONSTRUCTION EXTERNAL ENTRY DOORS.
- 5mm TOUGHENED SAFETY GLASS TO ALL EXTERNAL GLAZED WINDOWS.
- 6mm TOUGHENED SAFETY GLASS TO ALL EXTERNAL GLAZED DOORS
- WEATHER STRIPS/DRAUGHT EXCLUDERS TO ALL EXTERNAL DOORS.
- SPARK ARRESTOR SCREENS TO VENTS & WEEPHOLES.
- ROOF/WALL JUNCTIONS TO BE SEALED.
- SARKING TO ALL ROOFS.

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No.	Description	Date

Project: TOWNHOUSE DEVELOPMENT
Location: T1-EASTPORT Triplex Modern
Unit Number: UNITS 64-66
Client: 176 NOTTINGHAM RD, PARKINSON
HERAN BUILDING GROUP

Scale: 1 : 100
Project Number: 0000
Drawing Number: TB
Revision: JUNE 2020

Sheet Name: GROUND FLOOR PLAN
Unit Type: T1-EASTPORT Triplex Modern
Unit Number: UNITS 64-66
Client: 176 NOTTINGHAM RD, PARKINSON
HERAN BUILDING GROUP

23325

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WINDOW SCHEDULE FIRST FLOOR			
Mark	Type	Lintel	Seals
09	10.18 SW	MGP12 190 x 35	No
10	09.24 SW	190 x 35	No
11	09.09 SW	140 x 35	No
12	15.09 FW	140 x 35	No
13	15.09 FW	140 x 35	No
14	10.18 SW	190 x 35	No
15	10.18 SW	190 x 35	No
16	10.18 SW	190 x 35	No
17	10.18 SW	190 x 35	No
18	15.09 FW	140 x 35	No
19	09.09 SW	140 x 35	No
20	09.12 SW	190 x 35	No
21	12.09 AW	140 x 35	No
22	12.09 AW	140 x 35	No
23	10.18 SW	2/170 x 35	No
24	10.18 SW	2/170 x 35	No
25	12.09 AW	140 x 35	No
26	12.09 AW	140 x 35	No
27	12.09 AW	140 x 35	No
28	12.09 AW	140 x 35	No
29	10.18 SW	2/170 x 35	No

NOTES

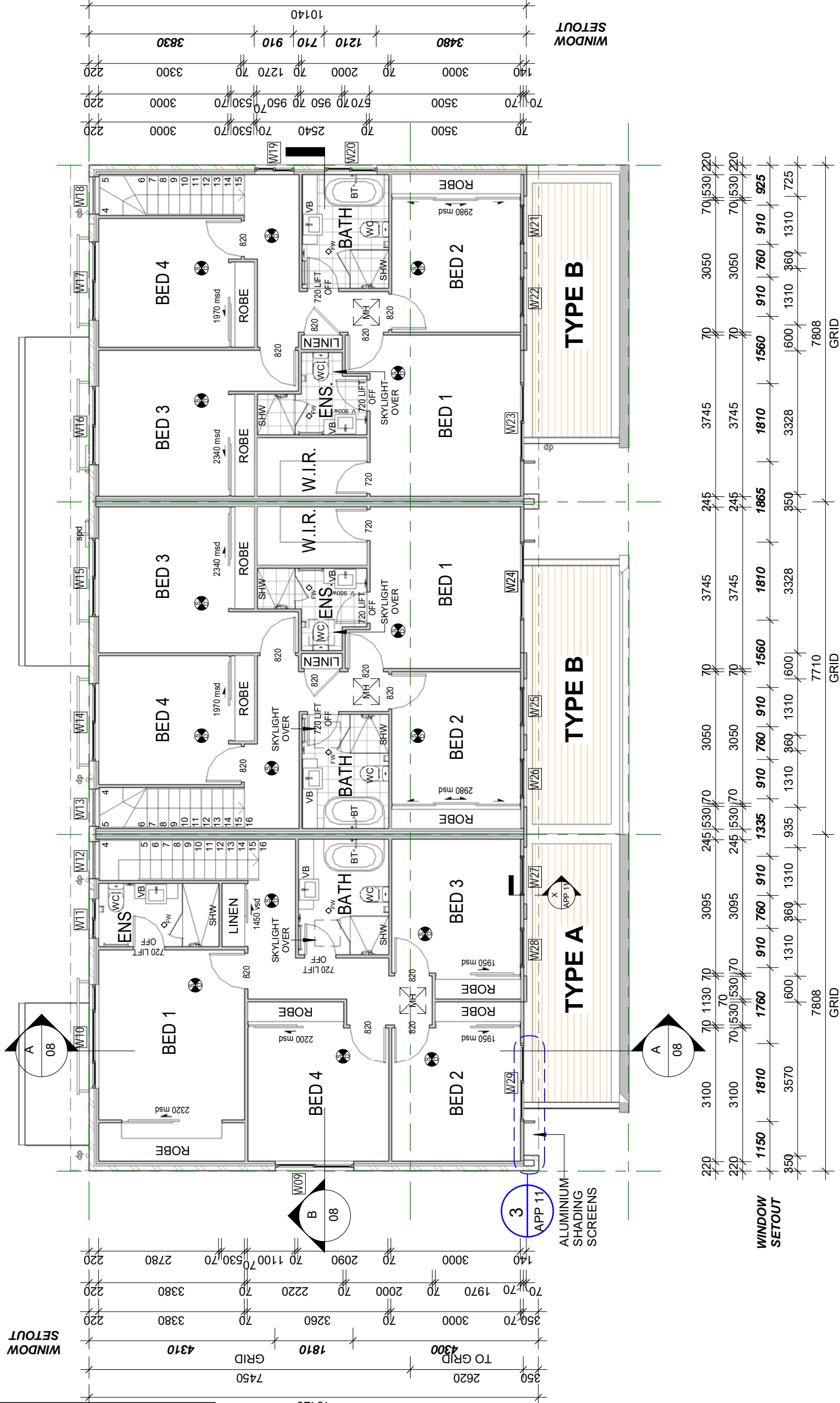
- FLOOR LAYOUT + DIMENSIONS + NOTATIONS EQUIVALENT TO ADJOINING UNIT UNLESS NOTED OTHERWISE.
- CONTRACTOR TO EXIT ALL RELEVANT MECHANICAL VENTILATION ON LOWER FLOORS OUTSIDE OF BUILDING.

VERTICAL JOINT NOTE					
SITE CLASSIFICATION	M	H1	H2	E	
SPACING		6.0m	5.5m	5.0m	4.5m

BAL - 29 BUSHFIRE REQUIREMENTS:

- EXTERNAL METAL MESH SCREENS TO ALL OPENABLE WINDOWS & DOORS.
- EXTERNAL METAL MESH SCREENS TO ALL WINDOWS & DOORS WITHIN 400mm OF GROUND
- SOLID CORE CONSTRUCTION EXTERNAL ENTRY DOORS.
- 5mm TOUGHENED SAFTEY GLASS TO ALL EXTERNAL GLAZED WINDOWS.
- 6mm TOUGHENED SAFTEY GLASS TO ALL EXTERNAL GLAZED DOORS
- WEATHER STRIPS/DRAUGHT EXCLUDERS TO ALL EXTERNAL DOORS.
- SPARK ARRESTOR SCREENS TO VENTS & WEEPHOLES.
- ROOF/WALL JUNCTIONS TO BE SEALED.
- SARKING TO ALL ROOFS.

WINDOW SETOUT		1910	2410	1070	910	470	860	355	860	650	1810	1705	1810	1550	1810	650	860	275	WINDOW SETOUT		
220	885	70	3950	70	1470	70	950	245	950	70	3000	245	3375	70	3000	70	950	220	220		
220	885	70	3950	70	1470	70	950	245	950	70	1990	245	2360	70	945	70	1990	70	940	70	950
220	3100	70	530	70	3695	70	4020	245	4020	70	4020	245	1350	70	940	70	4020	220	220		
220	3100	70	530	70	2675	70	2640	245	2640	70	2640	245	1350	70	940	70	2640	220	220		
220	3100	70	1550	70	2675	70	2640	245	2640	70	2640	245	1350	70	940	70	2640	220	220		



No.	Description	Date

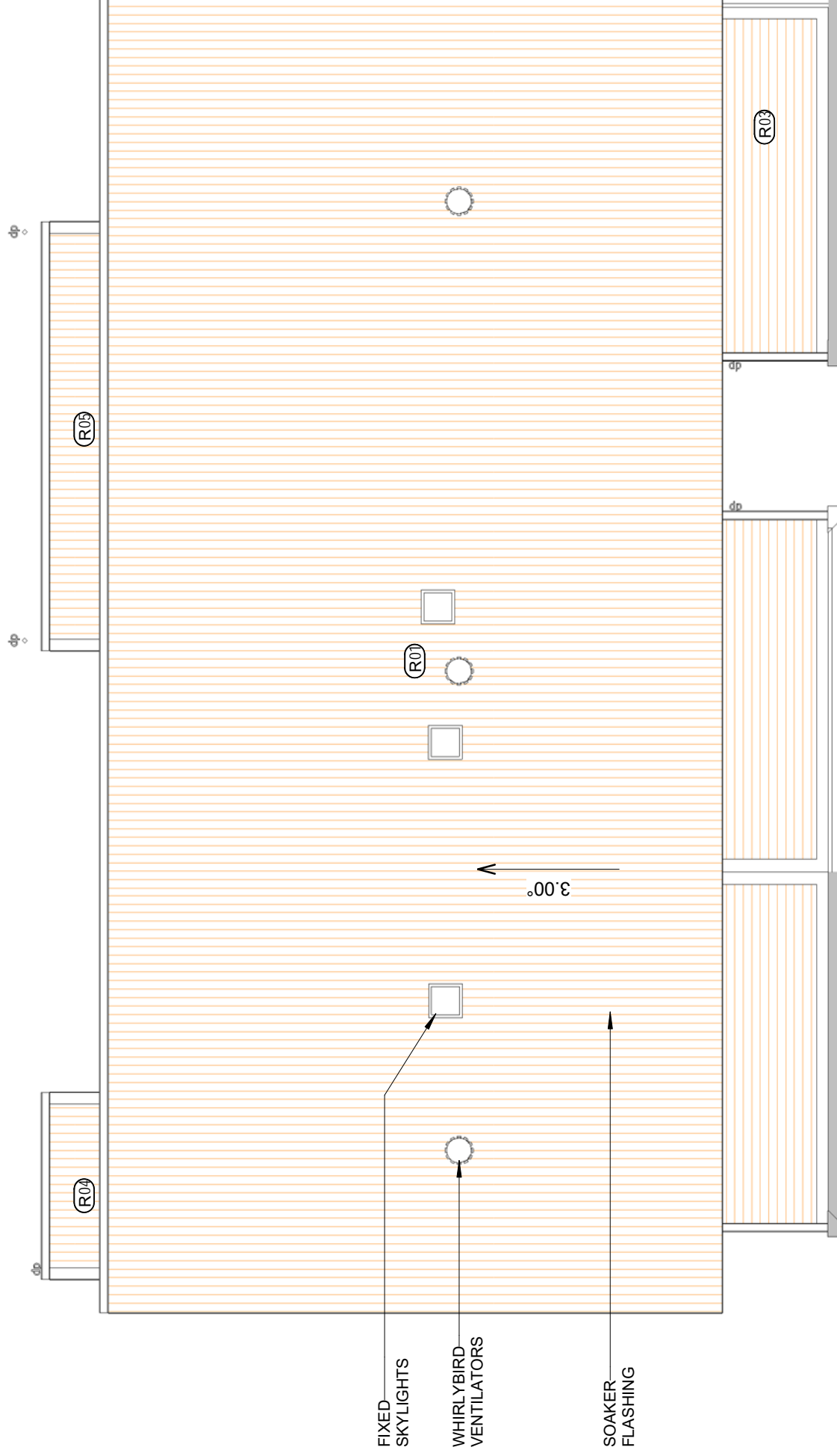
Project	T1-EASTPORT Triplex Modern	Sheet Name	FIRST FLOOR PLAN
Location	176 NOTTINGHAM RD, PARKINSON	Scale	1 : 100
Client	HERAN BUILDING GROUP	Drawn by	TB
		Project Number	0000
		Drawing Number	04
		Date	JUNE 2020
		Revision	

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ROOF SCHEDULE / PER BUILDING

Mark	Type	Area
01	160mm TRIMDEK ROOF	253.14 m ²
03	160mm TRIMDEK ROOF	13.27 m ²
04	160mm TRIMDEK ROOF	4.96 m ²
05	160mm TRIMDEK ROOF	11.41 m ²
Grand total		282.78 m²



BAL - 29 BUSHFIRE REQUIREMENTS:

- EXTERNAL METAL MESH SCREENS TO ALL OPENABLE WINDOWS & DOORS.
- EXTERNAL METAL MESH SCREENS TO ALL WINDOWS & DOORS WITHIN 400mm OF GROUND
- SOLID CORE CONSTRUCTION EXTERNAL ENTRY DOORS.
- 5mm TOUGHENED SAFTEY GLASS TO ALL EXTERNAL GLAZED WINDOWS.
- 6mm TOUGHENED SAFTEY GLASS TO ALL EXTERNAL GLAZED DOORS
- WEATHER STRIPS/DRAUGHT EXCLUDERS TO ALL EXTERNAL DOORS.
- SPARK ARRESTOR SCREENS TO VENTS & WEEPHOLES.
- ROOF/WALL JUNCTIONS TO BE SEALED.
- SARKING TO ALL ROOFS.

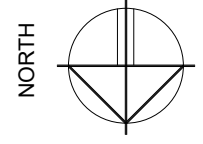


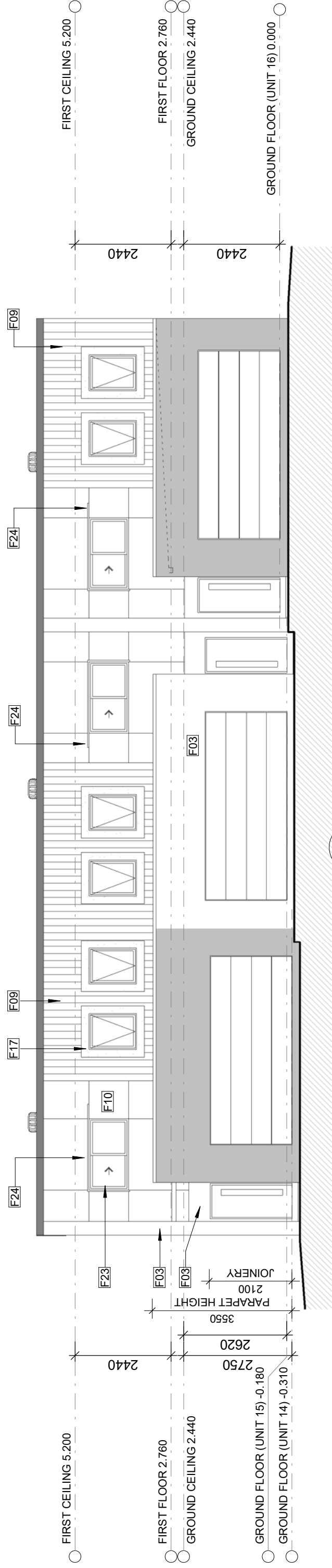
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No.	Description	Date

Project TOWNHOUSE DEVELOPMENT
Location 176 NOTTINGHAM RD, PARKINSON
Client HERAN BUILDING GROUP
Unit Type T1-EASTPORT Triplex Modern
Unit Number UNITS 64-66

Sheet Name ROOF PLAN
Scale 1 : 100
Project Number 0000
Drawing Number 05
Drawn by TB
Date JUNE 2020
Revision





1
06 FRONT ELEVATION
SCALE - 1 : 100

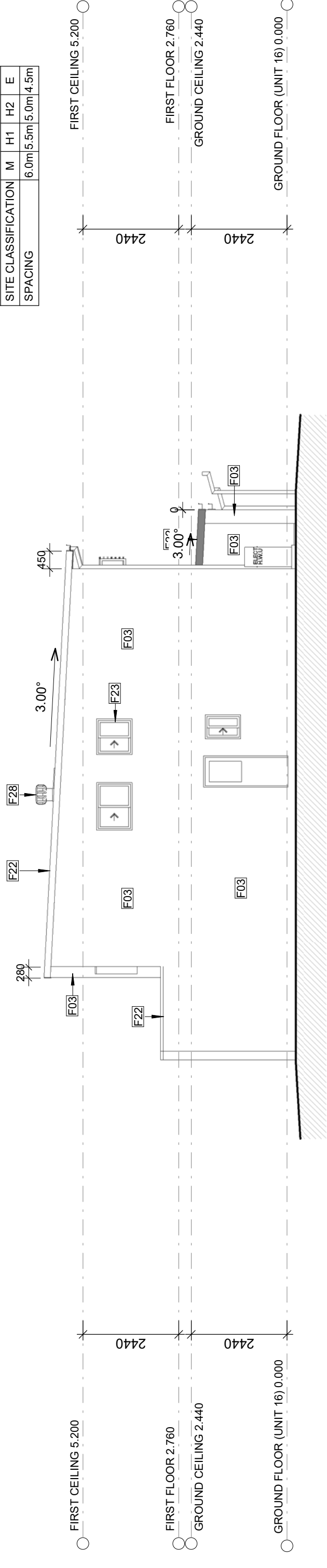
EXTERNAL FINISHES	
F03	BRICKWORK WITH RENDER FINISH (COLOUR 1)
F09	SCYON AXON CLADDING
F10	SCYON MATRIX CLADDING
F17	RENDERED & PAINTED HARDITEX CLADDING
F22	COLORBOND TRIMEK METAL ROOF SHEETING (AS SELECTED)
F23	ALUMINIUM FRAMED GLAZING
F24	50mm NRG BOARD SHADE SCREEN
F25	ALUMINIUM FRAMED FIXED SKYLIGHT WINDOW
F28	WHIRLYBIRD VENTILATOR

NOTES

- ARTICULATED BRICK JOINTS COMPRISE COMPRESSIBLE FILLER AND CAULKING.
- PROVIDE ZINC FLASHING TO WINDOW HEADS IN FRAMED WALLS, AND AT INTERFACE BETWEEN WALLS AND ROOF TRUSSES IN GABLE ENDS.
- PROVIDE DOUBLE SIDED FOIL UNDER APPLIED WALL CLADDING.
- PROVIDE LEAD FLASHING TO WALL/ROOF TILE JUNCTIONS.

VERTICAL JOINT NOTE

SITE CLASSIFICATION	M	H1	H2	E
SPACING	6.0m	5.5m	5.0m	4.5m



2
06 RIGHT ELEVATION
SCALE - 1 : 100

No.	Description	Date

Project	Unit Type	Sheet Name
TOWNHOUSE DEVELOPMENT	T1-EASTPORT Triplex Modern	ELEVATIONS 1
Location	Unit Number	Scale
176 NOTTINGHAM RD, PARKINSON	UNITS 64-66	1 : 100
Client	Project Number	Drawn by
HERAN BUILDING GROUP	0000	TB
	Drawing Number	Date
	06	JUNE 2020
		Revision

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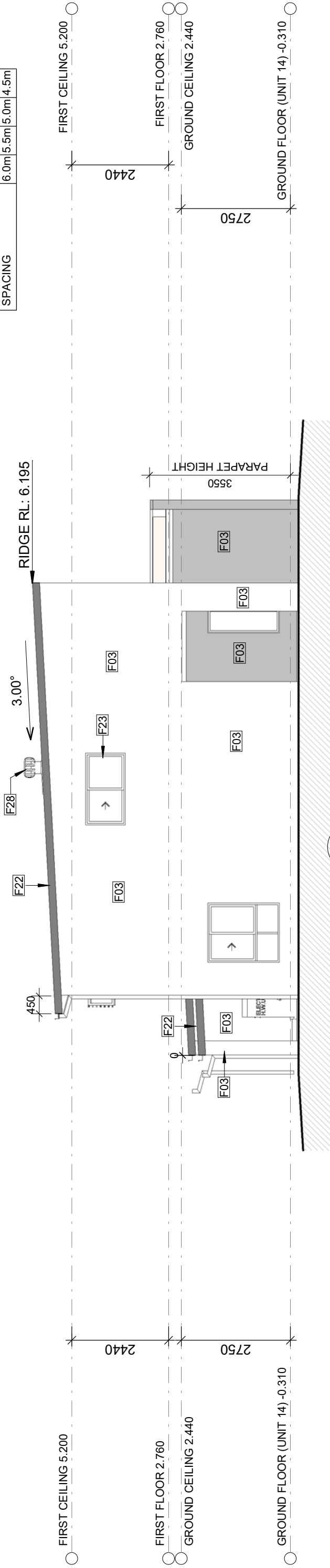
1 REAR ELEVATION
SCALE - 1 : 100

EXTERNAL FINISHES	
F03	BRICKWORK WITH RENDER FINISH (COLOUR 1)
F09	SCYON AXON CLADDING
F10	SCYON MATRIX CLADDING
F17	RENDERED & PAINTED HARDITEX CLADDING
F22	COLORBOND TRIMDEK METAL ROOF SHEETING (AS SELECTED)
F23	ALUMINIUM FRAMED GLAZING
F24	50mm NRG BOARD SHADE SCREEN
F25	ALUMINIUM FRAMED FIXED SKYLIGHT WINDOW
F28	WHIRLYBIRD VENTILATOR

NOTES

- ARTICULATED BRICK JOINTS COMPRISE COMPRESSIBLE FILLER AND CAULKING.
- PROVIDE ZINC FLASHING TO WINDOW HEADS IN FRAMED WALLS, AND AT INTERFACE BETWEEN WALLS AND ROOF TRUSSES IN GABLE ENDS.
- PROVIDE DOUBLE SIDED FOIL UNDER APPLIED WALL CLADDING.
- PROVIDE LEAD FLASHING TO WALL/ROOF TILE JUNCTIONS.

VERTICAL JOINT NOTE	M	H1	H2	E	
SITE CLASSIFICATION		6.0m	5.5m	5.0m	4.5m
SPACING					



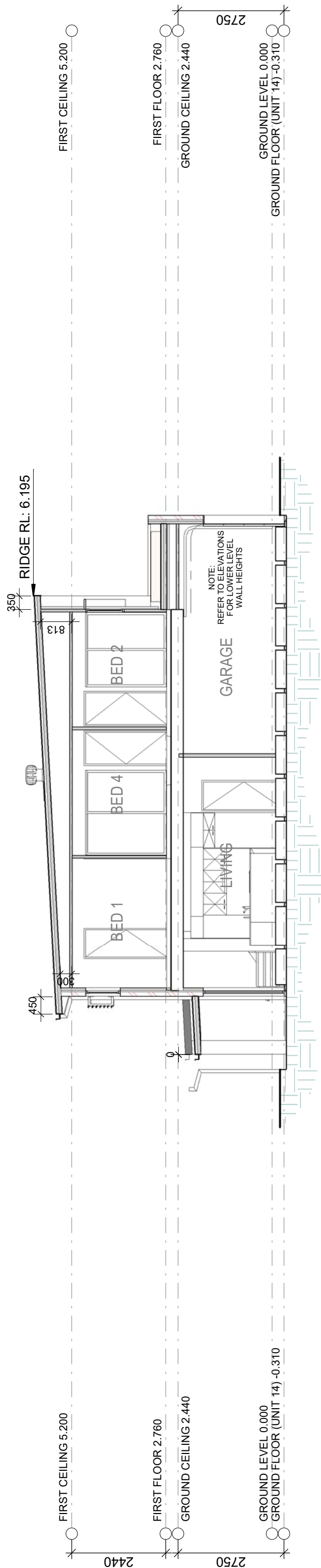
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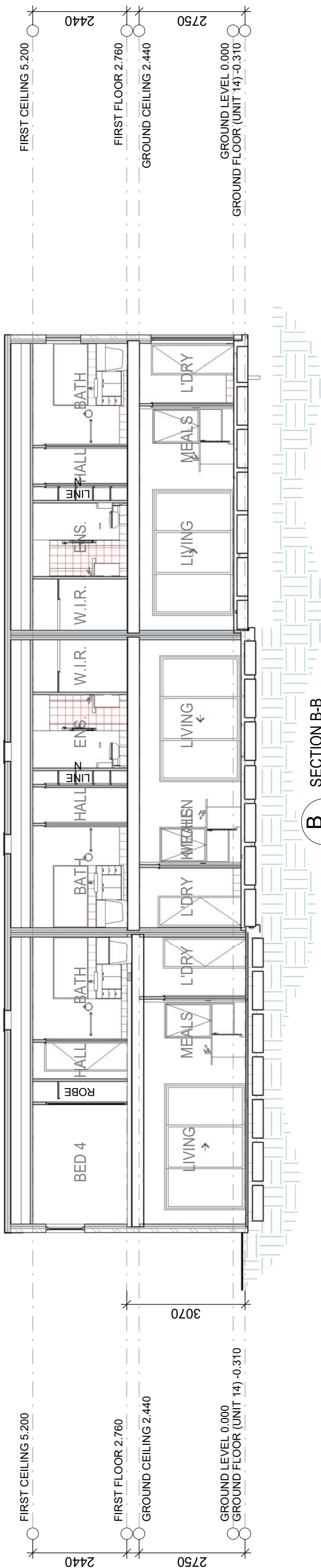
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No.	Description	Date

Project	Unit Type	Sheet Name
TOWNHOUSE DEVELOPMENT	T1-EASTPORT Triplex Modern	ELEVATIONS 2
Location	Unit Number	Scale
176 NOTTINGHAM RD, PARKINSON	UNITS 64-66	1 : 100
Client	Project Number	Project Number
HERAN BUILDING GROUP	0000	0000
	Drawing Number	Drawing Number
	07	07
	Date	Date
	JUNE 2020	JUNE 2020
	Revision	Revision



A SECTION A-A
08
SCALE - 1 : 100



B SECTION B-B
08
SCALE - 1 : 100

No.	Description	Date

Project	Unit Type	Sheet Name
TOWNHOUSE DEVELOPMENT	T1-EASTPORT Triplex Modern	SECTIONS
Location	Unit Number	Scale
176 NOTTINGHAM RD, PARKINSON	UNITS 64-66	1 : 100
Client	Project Number	Drawn by
HERAN BUILDING GROUP	0000	TB
	Drawing Number	Date
	08	JUNE 2020
		Revision

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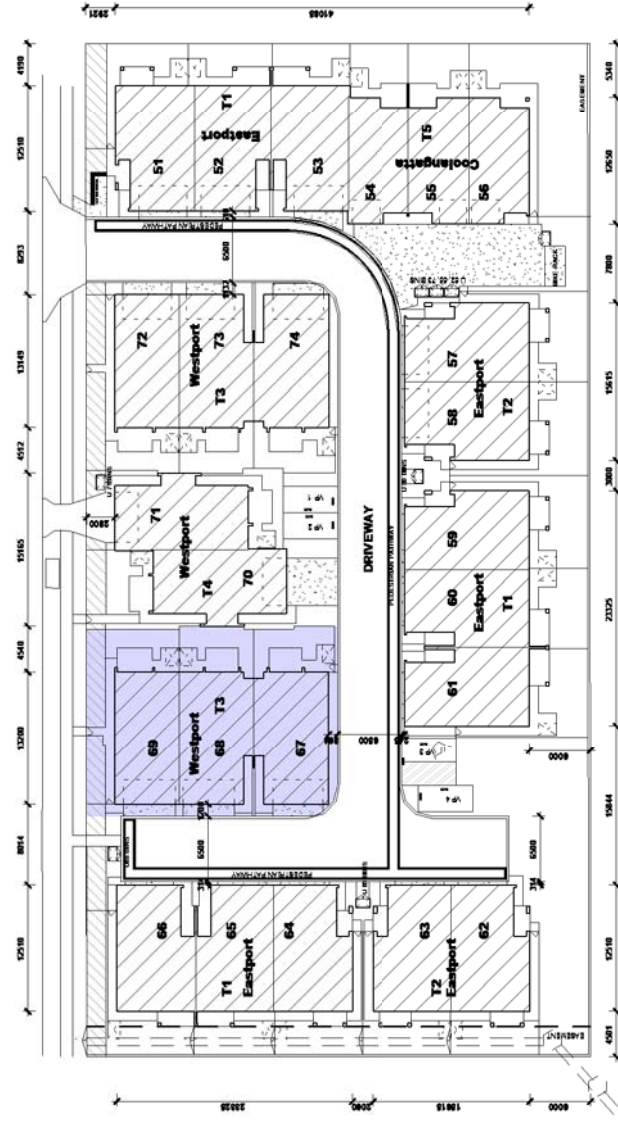




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No.	Description	Date

Project	MULTIPLE DWELLING UNITS	Unit Type	T3- WESTPORT_QUAD	Sheet Name	LOCATION PLAN
Location	176 NOTTINGHAM RD, PARKINSON	Unit Number	67-69	Scale	1 : 750
Client	HERAN BUILDING GROUP	Project Number	0000	Drawn by	TB
		Drawing Number	01	Date	JUNE 2020
		Revision			



BAL -12.5 BUSHFIRE REQUIREMENTS:

- EXTERNAL METAL MESH SCREENS TO ALL OPENABLE WINDOWS.
- 4mm SAFETY GLASS TO WINDOWS & DOORS WITHIN 400mm OF GROUND.
- METAL OR BUSHFIRE RESISTANT TIMBER FRAMES TO ALL WINDOWS & DOORS WITHIN 400mm OF GROUND.
- SOLID CORE CONSTRUCTION EXTERNAL ENTRY DOORS.
- WEATHER STRIPS/DRAUGHT EXCLUDERS TO ALL EXTERNAL DOORS.
- SPARK ARRESTOR SCREENS TO VENTS & WEEPHOLES.
- ROOF/WALL JUNCTIONS TO BE SEALED.
- SARKING TO ALL ROOFS.

DOOR SCHEDULE (EXT.) GROUND FLOOR

Mark	Type	Lintel MGP12	Acoustic Info	Seals
1	820 ENTRY DOOR			
2	21.31 SD	2/240x35		No
3	21.31 SD	2/240x35		No
4	21.31 SD	2/240x35		No
8	21.48 PANEL LIFT	240 x 65 18C		No
9	820 ENTRY DOOR	140 x 35		No
10	820 ENTRY DOOR	140 x 35		No
11	21.48 PANEL LIFT	240 x 65 18C		No
12	21.48 PANEL LIFT	240 x 65 18C		No

WINDOW SCHEDULE GROUND FLOOR

Mark	Type	Lintel MGP12	Acoustic Info	Seals
1	18.06 AW			
2	18.06 AW			
3	12.18 SW			
4	12.18 SW			
5	12.18 SW			

BAL-12.5 BUSHFIRE REQUIREMENTS:

- EXTERNAL METAL MESH SCREENS TO ALL OPENABLE WINDOWS.
- 4mm SAFETY GLASS TO WINDOWS & DOORS WITHIN 400mm OF GROUND.
- METAL OR BUSHFIRE RESISTANT TIMBER FRAMES TO ALL WINDOWS & DOORS WITHIN 400mm OF GROUND.
- SOLID CORE CONSTRUCTION EXTERNAL ENTRY DOORS.
- WEATHER STRIPS/DRAUGHT EXCLUDERS TO ALL EXTERNAL DOORS.
- SPARK ARRESTOR SCREENS TO VENTS & WEEPHOLES.
- ROOF/WALL JUNCTIONS TO BE SEALED.
- SARKING TO ALL ROOFS.



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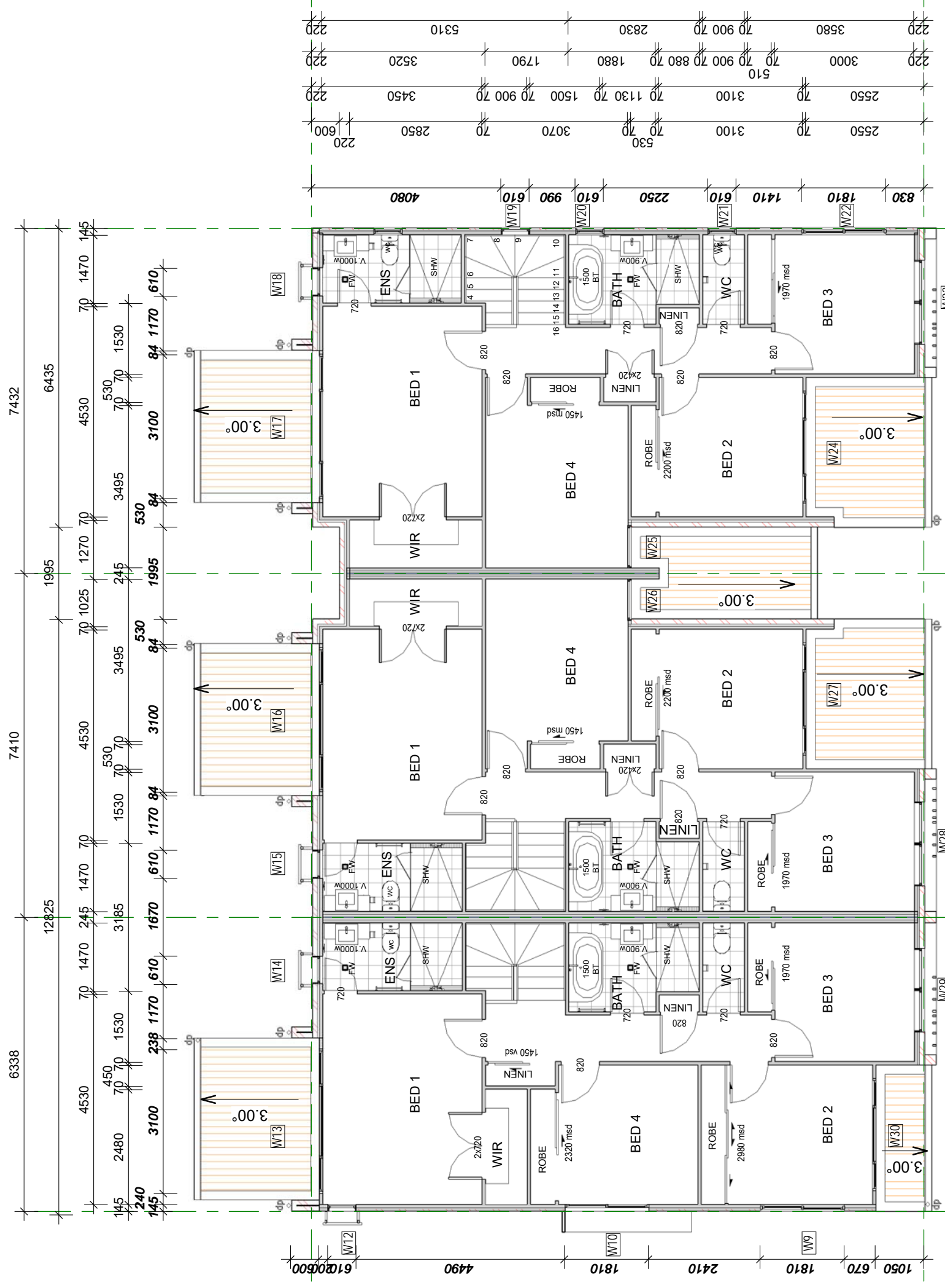


No.	Description	Date

Project	MULTIPLE DWELLING UNITS	Unit Type	T3 - WESTPORT_QUAD	Sheet Name	GROUND FLOOR PLAN
Location	176 NOTTINGHAM RD, PARKINSON	Unit Number	67-69	Scale	1 : 100
Client	HERAN BUILDING GROUP	Project Number	0000	Drawn by	TB
		Revision	03	Date	JUNE 2020

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WINDOW SCHEDULE FIRST FLOOR			
Mark	Type	Lintel MGP12	Comments
9	06.18 SW		Acoustic Info
10	12.18 SW		Acoustic Info
11	18.06 AW		Acoustic Info
12	18.06 AW		Acoustic Info
13	09.31 SW	190 x 35	Acoustic Info
14	18.06 AW		Acoustic Info
15	18.06 AW		Acoustic Info
16	09.31 SW	190 x 35	Acoustic Info
17	09.31 SW	190 x 35	Acoustic Info
18	18.06 AW		Acoustic Info
19	18.06 AW		Acoustic Info
20	06.06 AW		Acoustic Info
21	06.06 AW		Acoustic Info
22	06.18 SW		Acoustic Info
23	18.12 AW		Acoustic Info
24	09.24 SW		Acoustic Info
25	18.09 AW		Acoustic Info
26	18.09 AW		Acoustic Info
27	09.24 SW		Acoustic Info
28	18.12 AW		Acoustic Info
29	18.12 AW		Acoustic Info
30	09.24 SW		Acoustic Info



BAL -12.5 BUSHFIRE REQUIREMENTS:

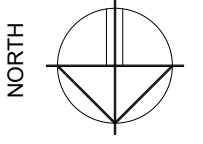
- EXTERNAL METAL MESH SCREENS TO ALL OPENABLE WINDOWS.
- 4mm SAFETY GLASS TO WINDOWS & DOORS WITHIN 400mm OF GROUND.
- METAL OR BUSHFIRE RESISTANT TIMBER FRAMES TO ALL WINDOWS & DOORS WITHIN 400mm OF GROUND.
- SOLID CORE CONSTRUCTION EXTERNAL ENTRY DOORS.
- WEATHER STRIPS/DRAUGHT EXCLUDERS TO ALL EXTERNAL DOORS.
- SPARK ARRESTOR SCREENS TO VENTS & WEEPHOLES.
- ROOF/WALL JUNCTIONS TO BE SEALED.
- SARKING TO ALL ROOFS.

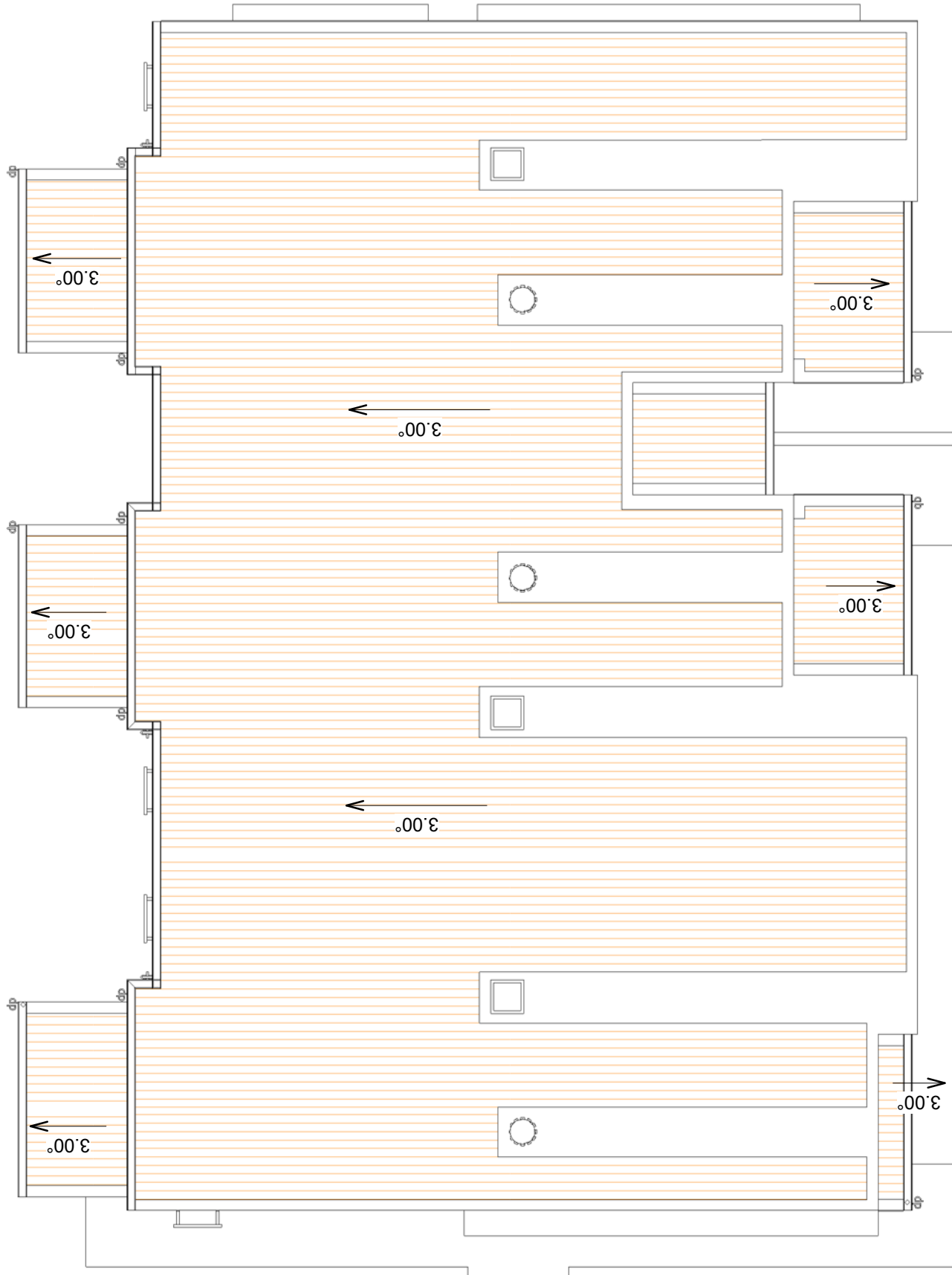
No.	Description	Date

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 F. 07 5528 0333



Project		Unit Type		Sheet Name	
MULTIPLE DWELLING UNITS		T3 - WESTPORT_QUAD		FIRST FLOOR PLAN	
Location		Unit Number		Scale	
176 NOTTINGHAM RD, PARKINSON		67-69		1 : 100	
Client		Drawing Number		Date	
HERAN BUILDING GROUP		04		JUNE 2020	
		Project Number		Revision	
		0000			





BAL -12.5 BUSHFIRE REQUIREMENTS:

- EXTERNAL METAL MESH SCREENS TO ALL OPENABLE WINDOWS.
- 4mm SAFETY GLASS TO WINDOWS & DOORS WITHIN 400mm OF GROUND.
- METAL OR BUSHFIRE RESISTANT TIMBER FRAMES TO ALL WINDOWS & DOORS WITHIN 400mm OF GROUND.
- SOLID CORE CONSTRUCTION EXTERNAL ENTRY DOORS.
- WEATHER STRIPS/DRAUGHT EXCLUDERS TO ALL EXTERNAL DOORS.
- SPARK ARRESTOR SCREENS TO VENTS & WEEPHOLES.
- ROOF/WALL JUNCTIONS TO BE SEALED.
- SARKING TO ALL ROOFS.



ABN 22 010 071 744
 DESIGNERS AND BUILDERS
 OF QUALITY HOMES EST. 1952
 301/50 MARINE PARADE
 SOUTHPORT Q 4215
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No.	Description	Date

Project: **MULTIPLE DWELLING UNITS**
 Location: **176 NOTTINGHAM RD, PARKINSON**
 Client: **HERAN BUILDING GROUP**

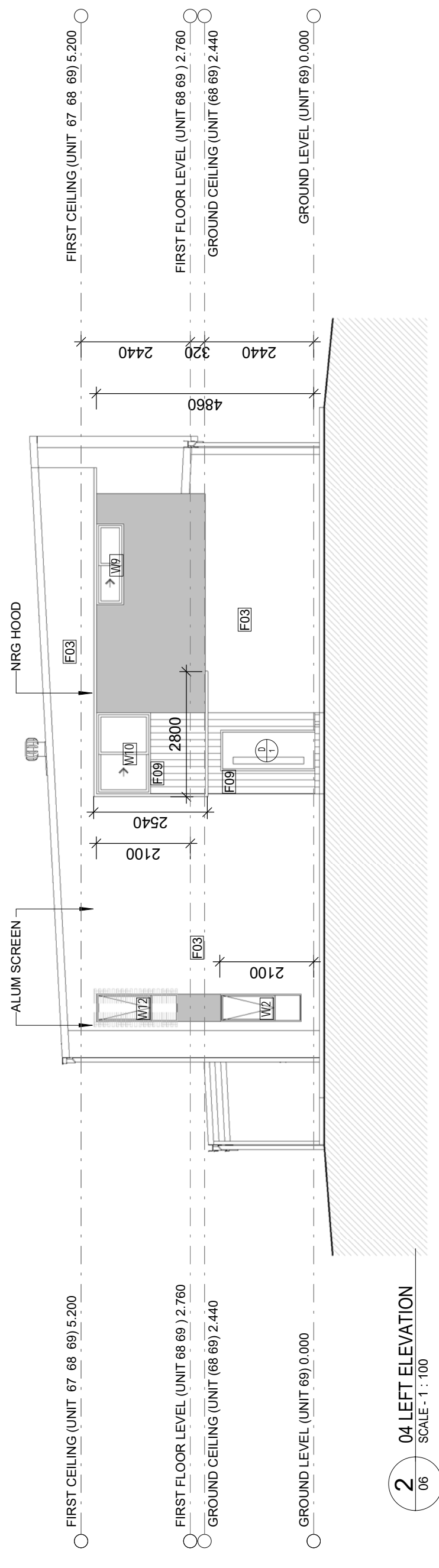
Unit Type: **T3- WESTPORT_QUAD**
 Unit Number: **67-69**

Sheet Name: **ROOF PLAN**
 Scale: **1 : 100**
 Project Number: **0000**
 Drawing Number: **05**
 Drawn by: **TB**
 Date: **JUNE 2020**
 Revision:



1
06
FRONT ELEVATION
SCALE - 1 : 100

EXTERNAL FINISHES	
F03	BRICKWORK WITH RENDER FINISH (COLOUR 1)
F09	SCYON AXON CLADDING
F14	HARDIES LINEA BOARDING
F22	COLORBOND TRIMDEK METAL ROOF SHEETING (AS SELECTED)
F25	ALUMINIUM FRAMED FIXED SKYLIGHT WINDOW

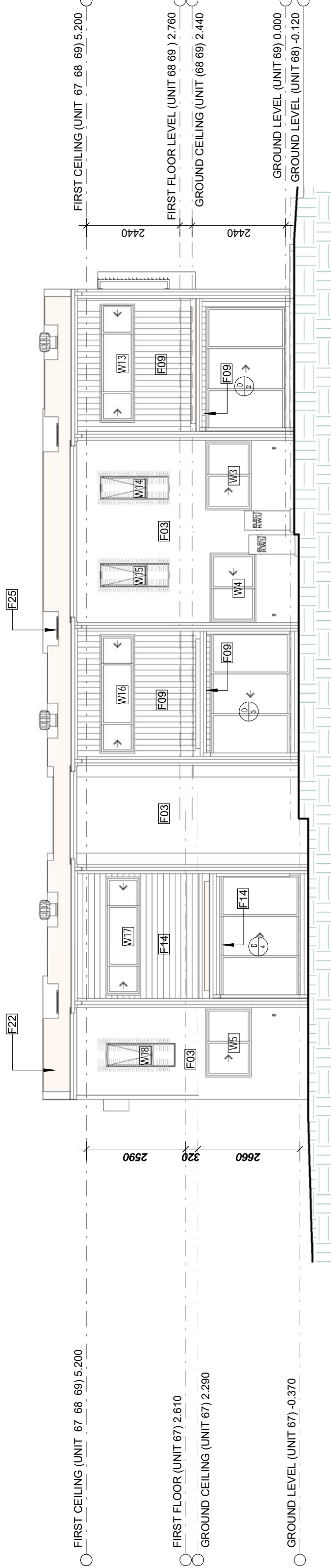


2
06
04 LEFT ELEVATION
SCALE - 1 : 100

No.	Description	Date	Project	Unit Type	Sheet Name
			MULTIPLE DWELLING UNITS	T3 - WESTPORT_QUAD	ELEVATIONS 1
			Location	Unit Number	Scale
			176 NOTTINGHAM RD, PARKINSON	67-69	1 : 100
			Client	Project Number	Project Number
			HERAN BUILDING GROUP	0000	0000
				Drawing Number	Revision
				06	06
				Drawn by	Date
				TB	JUNE 2020

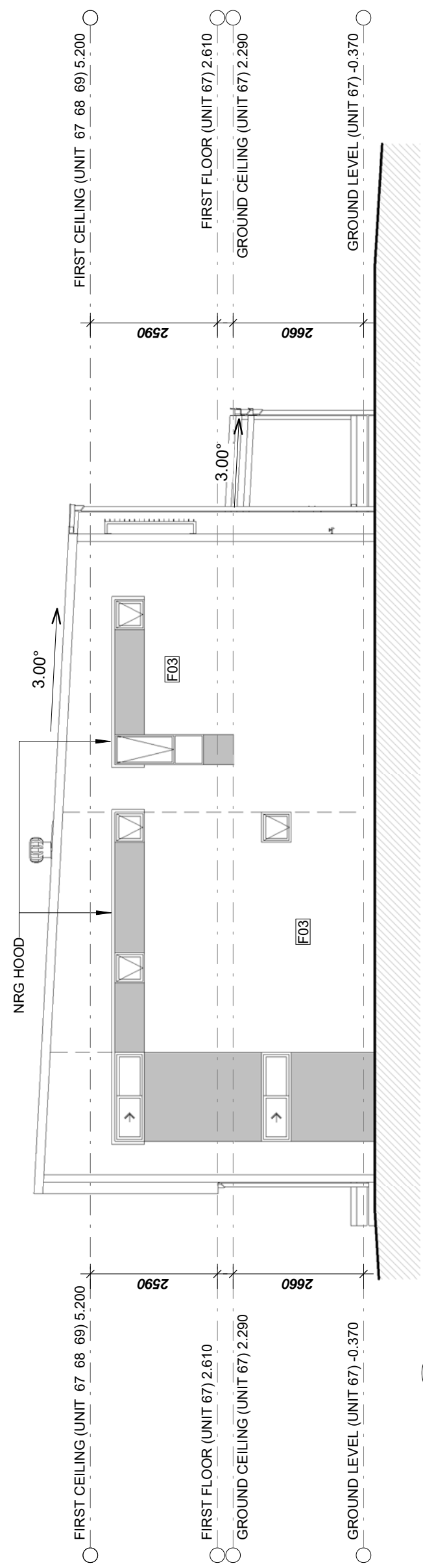
ABN 22 010 071 744
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2
07
REAR ELEVATION
SCALE - 1 : 100

EXTERNAL FINISHES	
F03	BRICKWORK WITH RENDER FINISH (COLOUR 1)
F09	SCYON AXON CLADDING
F14	HARDIES LINEA BOARDING
F22	COLORBOND TRIMDEK METAL ROOF SHEETING (AS SELECTED)
F25	ALUMINIUM FRAMED FIXED SKYLIGHT WINDOW

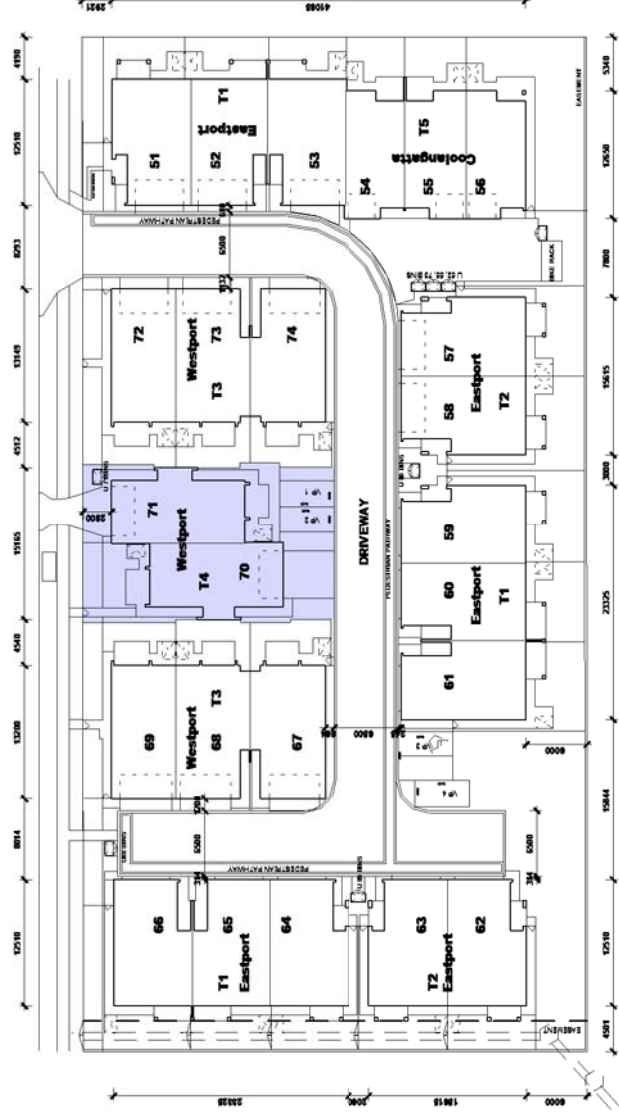


1
07
RIGHT ELEVATION
SCALE - 1 : 100

No.	Description	Date	Project	Unit Type	Sheet Name
			MULTIPLE DWELLING UNITS	T3- WESTPORT_QUAD	ELEVATIONS 2
			Location	Unit Number	Scale
			176 NOTTINGHAM RD, PARKINSON	67-69	1 : 100
			Client	Project Number	Drawn by
			HERAN BUILDING GROUP	0000	TB
				Drawing Number	Date
				07	JUNE 2020
				Revision	

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BAL-12.5 BUSHFIRE REQUIREMENTS:

- EXTERNAL METAL MESH SCREENS TO ALL OPENABLE WINDOWS.
- 4mm SAFETY GLASS TO WINDOWS & DOORS WITHIN 400mm OF GROUND.
- METAL OR BUSHFIRE RESISTANT TIMBER FRAMES TO ALL WINDOWS & DOORS WITHIN 400mm OF GROUND.
- SOLID CORE CONSTRUCTION EXTERNAL ENTRY DOORS.
- WEATHER STRIPS/DRAUGHT EXCLUDERS TO ALL EXTERNAL DOORS.
- SPARK ARRESTOR SCREENS TO VENTS & WEEPHOLES.
- ROOF/WALL JUNCTIONS TO BE SEALED.
- SARKING TO ALL ROOFS.



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No.	Description	Date

Project	MULTIPLE DWELLING UNITS	Unit Type	T4- WESTPORT_QUAD	Sheet Name	LOCATION PLAN
Location	176 NOTTINGHAM RD, PARKINSON	Unit Number	70-71	Scale	1 : 750
Client	HERAN BUILDING GROUP	Drawn by	TB	Date	JUNE 2020
		Project Number	0000	Drawing Number	01
				Revision	

DOOR SCHEDULE (EXT.) GROUND FLOOR

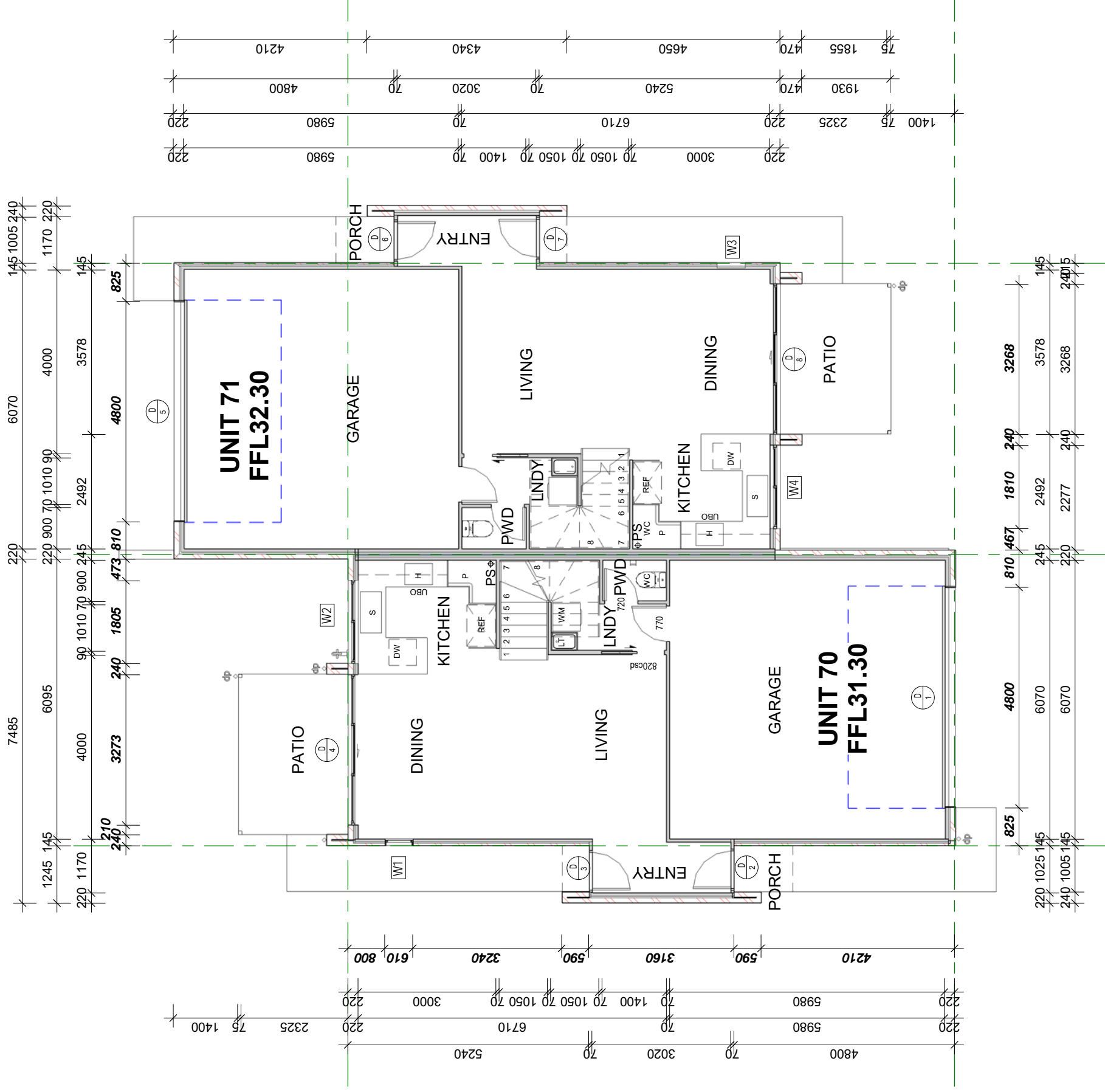
Mark	Type	Lintel MGP12	Acoustic Info	Seals
1	21.48 PANEL LIFT	240 x 65 18C		No
2	820 ENTRY DOOR			
3	820 ENTRY DOOR			
4	21.31 SD	2/240x35		No
5	21.48 PANEL LIFT	240 x 65 18C		No
6	820 ENTRY DOOR	140 x 35		No
7	820 ENTRY DOOR			
8	21.31 SD	2/240x35		No

WINDOW SCHEDULE GROUND FLOOR

Mark	Type	Lintel MGP12	Acoustic Info	Seals
1	18.06 AW			
2	12.18 SW			
3	18.06 AW			
4	12.18 SW			

BAL -12.5 BUSHFIRE REQUIREMENTS:

- EXTERNAL METAL MESH SCREENS TO ALL OPENABLE WINDOWS.
- 4mm SAFETY GLASS TO WINDOWS & DOORS WITHIN 400mm OF GROUND.
- METAL OR BUSHFIRE RESISTANT TIMBER FRAMES TO ALL WINDOWS & DOORS WITHIN 400mm OF GROUND.
- SOLID CORE CONSTRUCTION EXTERNAL ENTRY DOORS.
- WEATHER STRIPS/DRAUGHT EXCLUDERS TO ALL EXTERNAL DOORS.
- SPARK ARRESTOR SCREENS TO VENTS & WEEPHOLES.
- ROOF/WALL JUNCTIONS TO BE SEALED.
- SARKING TO ALL ROOFS.



No.	Description	Date

Project	MULTIPLE DWELLING UNITS	Unit Type	T4- WESTPORT_QUAD	Sheet Name	GROUND FLOOR PLAN
Location	176 NOTTINGHAM RD, PARKINSON	Unit Number	70-71	Scale	1 : 100
Client	HERAN BUILDING GROUP	Project Number	0000	Drawn by	TB
		Drawing Number	03	Date	JUNE 2020
				Revision	

HERAN
BUILDING GROUP PTY. LTD.

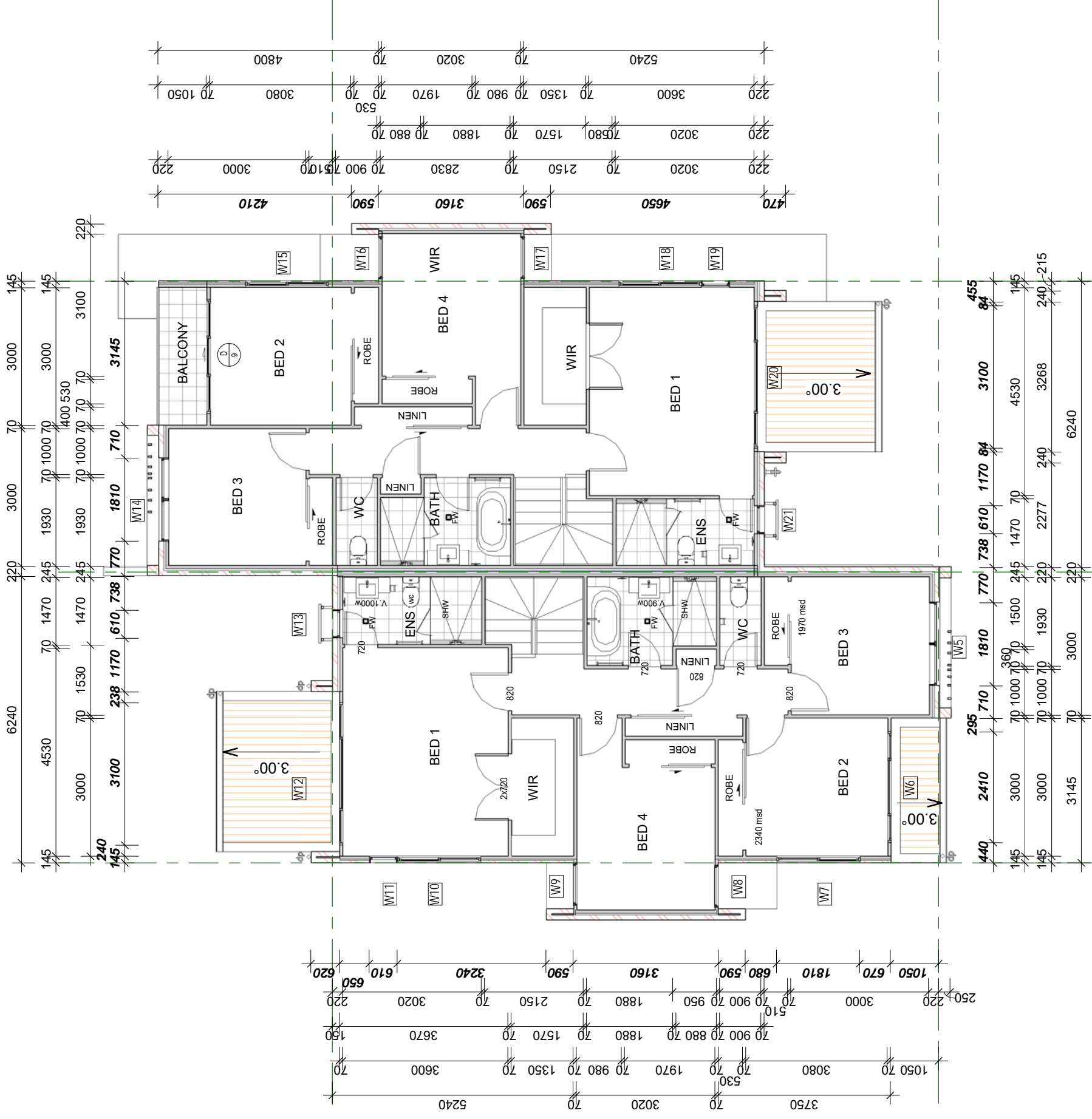
ABN 22 010 071 744
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WINDOW SCHEDULE FIRST FLOOR

Mark	Type	Lintel	Acoustic Info	Seals
5	18.12 AW	190 x 35		
6	09.24 SW	2/240 x 35		
7	06.18 SW	190 x 35		
8	18.09 AW	190 x 35		
9	18.09 AW	190 x 35		
10	06.18 SW	2/240 x 35		
11	18.06 AW	190 x 35		No
12	09.31 SW	190 x 35		
13	18.06 AW	190 x 35		
14	18.12 AW	190 x 35		
15	06.18 SW	190 x 35		
16	18.09 AW	190 x 35		
17	18.09 AW	190 x 35		
18	06.18 SW	190 x 35		
19	18.06 AW	190 x 35		
20	09.31 SW	190 x 35		No
21	18.06 AW	190 x 35		

BAL-12.5 BUSHFIRE REQUIREMENTS:

- EXTERNAL METAL MESH SCREENS TO ALL OPENABLE WINDOWS.
- 4mm SAFETY GLASS TO WINDOWS & DOORS WITHIN 400mm OF GROUND.
- METAL OR BUSHFIRE RESISTANT TIMBER FRAMES TO ALL WINDOWS & DOORS WITHIN 400mm OF GROUND.
- SOLID CORE CONSTRUCTION EXTERNAL ENTRY DOORS.
- WEATHER STRIPS/DRAUGHT EXCLUDERS TO ALL EXTERNAL DOORS.
- SPARK ARRESTOR SCREENS TO VENTS & WEEPHOLES.
- ROOF/WALL JUNCTIONS TO BE SEALED.
- SARKING TO ALL ROOFS.



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No.	Description	Date

Project	MULTIPLE DWELLING UNITS	Unit Type	T4- WESTPORT_QUAD	Sheet Name	FIRST FLOOR PLAN
Location	176 NOTTINGHAM RD, PARKINSON	Unit Number	70-71	Scale	1 : 100
Client	HERAN BUILDING GROUP			Drawn by	TB
				Project Number	0000
				Drawing Number	04
				Date	JUNE 2020
				Revision	

ROOF SCHEDULE / PER BUILDING

Mark	Type	Area
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BAL -12.5 BUSHFIRE REQUIREMENTS:

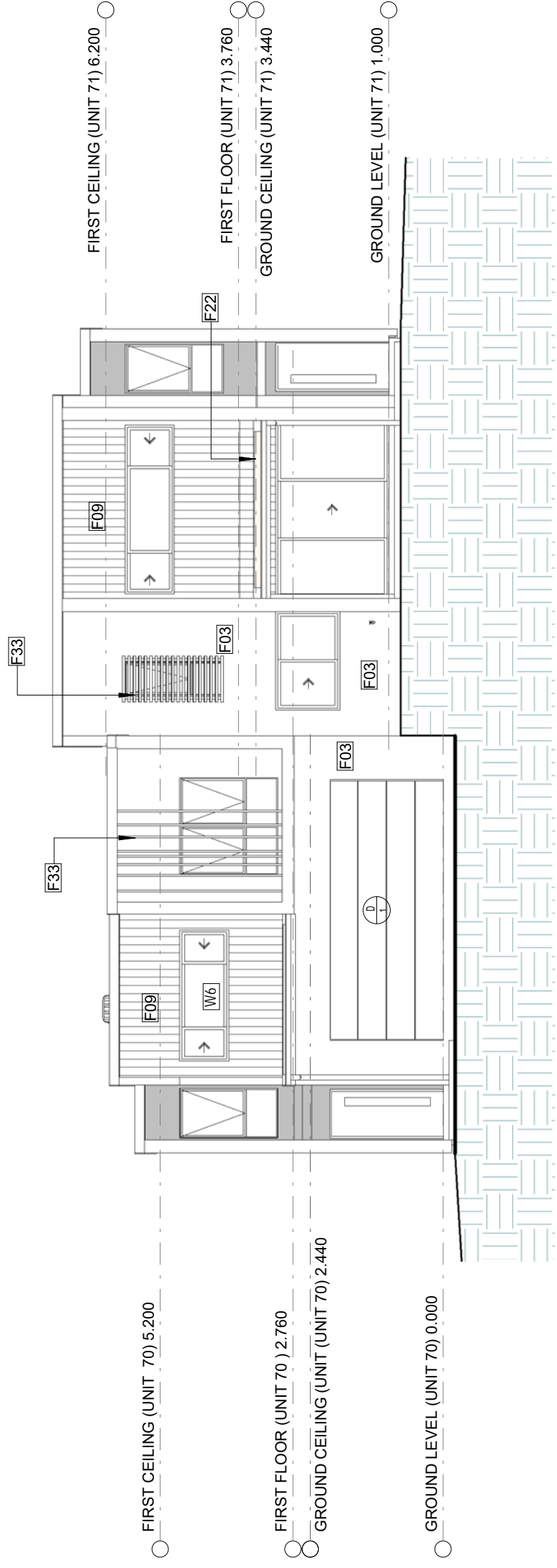
- EXTERNAL METAL MESH SCREENS TO ALL OPENABLE WINDOWS.
- 4mm SAFETY GLASS TO WINDOWS & DOORS WITHIN 400mm OF GROUND.
- METAL OR BUSHFIRE RESISTANT TIMBER FRAMES TO ALL WINDOWS & DOORS WITHIN 400mm OF GROUND.
- SOLID CORE CONSTRUCTION EXTERNAL ENTRY DOORS.
- WEATHER STRIPS/DRAUGHT EXCLUDERS TO ALL EXTERNAL DOORS.
- SPARK ARRESTOR SCREENS TO VENTS & WEEPHOLES.
- ROOF/WALL JUNCTIONS TO BE SEALED.
- SARKING TO ALL ROOFS.

No.	Description	Date

Project	MULTIPLE DWELLING UNITS	Unit Type	T4- WESTPORT_QUAD	Sheet Name	ROOF PLAN
Location	176 NOTTINGHAM RD, PARKINSON	Unit Number	70-71	Scale	1 : 100
Client	HERAN BUILDING GROUP	Drawing Number	05	Drawn by	TB
		Drawing Number	05	Date	JUNE 2020
				Revision	

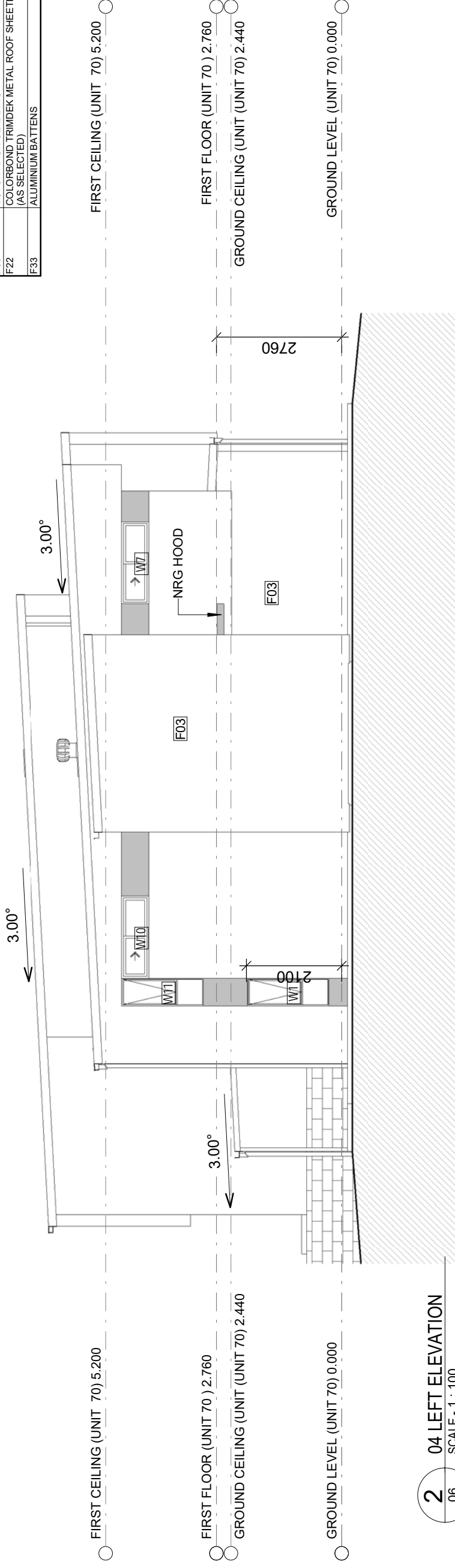
ABN 22 010 071 744
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1
06 FRONT ELEVATION
SCALE - 1 : 100

EXTERNAL FINISHES	
F03	BRICKWORK WITH RENDER FINISH (COLOUR 1)
F04	BRICKWORK WITH RENDER FINISH (COLOUR 2)
F09	SCYON AXON CLADDING
F22	COLORBOND TRIMDEK METAL ROOF SHEETING (AS SELECTED)
F33	ALUMINIUM BATTENS



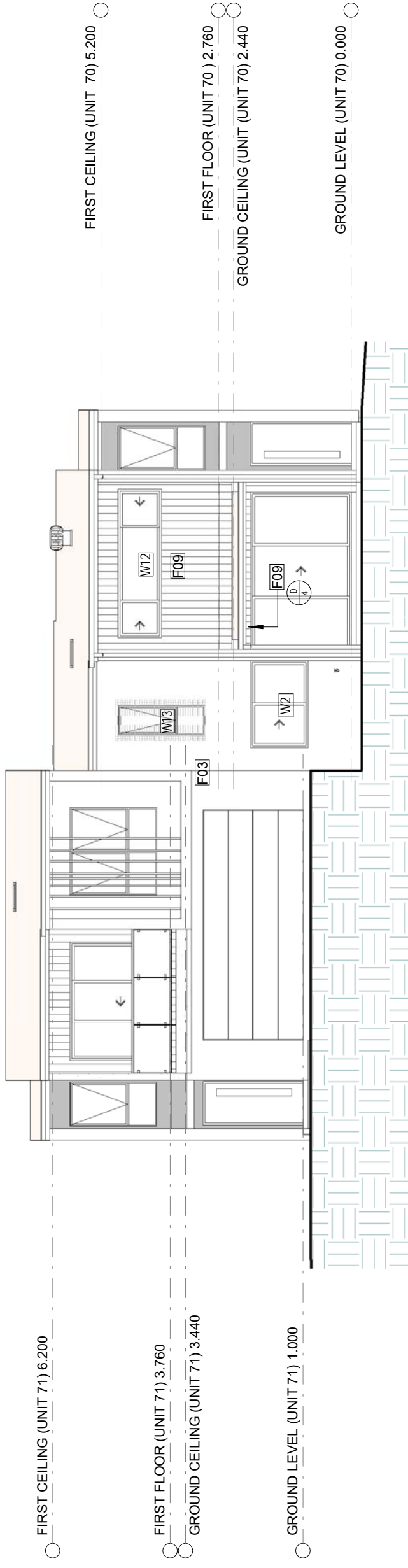
2
06 04 LEFT ELEVATION
SCALE - 1 : 100

No.	Description	Date

Project	Unit Type	Sheet Name
MULTIPLE DWELLING UNITS	T4- WESTPORT_QUAD	ELEVATIONS 1
Location	Unit Number	Scale
176 NOTTINGHAM RD, PARKINSON	70-71	1 : 100
Client	Project Number	Drawn by
HERAN BUILDING GROUP	0000	TB
	Drawing Number	Date
	06	JUNE 2020
		Revision

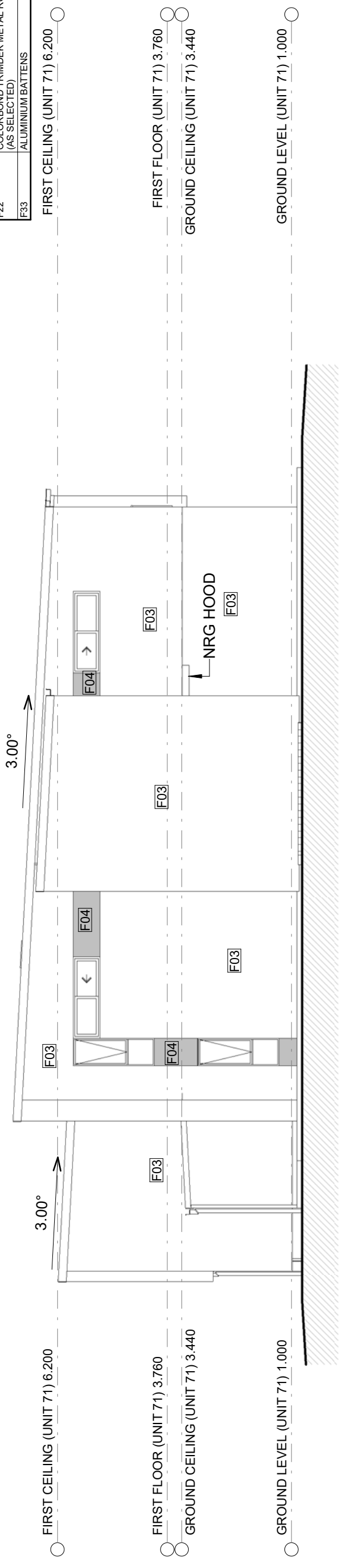
ABN 22 010 071 744
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2
07
REAR ELEVATION
SCALE - 1 : 100

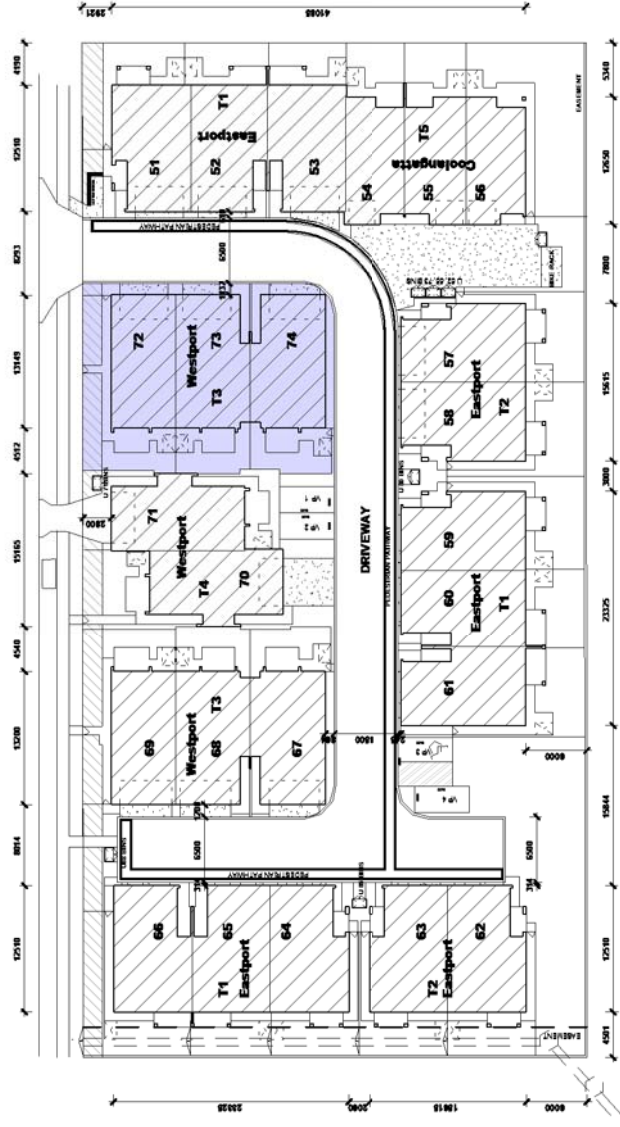
EXTERNAL FINISHES	
F03	BRICKWORK WITH RENDER FINISH (COLOUR 1)
F04	BRICKWORK WITH RENDER FINISH (COLOUR 2)
F09	SCYON AXON CLADDING
F22	COLORBOND TRIMDEK METAL ROOF SHEETING (AS SELECTED)
F33	ALUMINIUM BATTENS



1
07
RIGHT. ELEVATION
SCALE - 1 : 100

No.	Description	Date

HERAN BUILDING GROUP PTY. LTD.		ABN 22 010 071 744 DESIGNERS AND BUILDERS OF QUALITY HOMES EST. 1952 301/50 MARINE PARADE SOUTHPORT Q 4215 P. 07 5528 0111 F. 07 5528 0333
Project MULTIPLE DWELLING UNITS	Unit Type T4- WESTPORT_QUAD	Sheet Name ELEVATIONS 2
Location 176 NOTTINGHAM RD, PARKINSON	Unit Number 70-71	Scale 1 : 100
Client HERAN BUILDING GROUP	Drawing Number 07	Date JUNE 2020
Project Number 0000	Drawing Number 07	Revision 07



BAL-12.5 BUSHFIRE REQUIREMENTS:

- EXTERNAL METAL MESH SCREENS TO ALL OPENABLE WINDOWS
- 4mm SAFETY GLASS TO WINDOWS & DOORS WITHIN 400mm OF GROUND.
- METAL OR BUSHFIRE RESISTANT TIMBER FRAMES TO ALL WINDOWS & DOORS WITHIN 400mm OF GROUND.
- SOLID CORE CONSTRUCTION EXTERNAL ENTRY DOORS
- WEATHER STRIPS/DRAUGHT EXCLUDERS TO ALL EXTERNAL DOORS.
- SPARK ARRESTOR SCREENS TO VENTS & WEEPHOLES.
- ROOF/WALL JUNCTIONS TO BE SEALED.
- SARKING TO ALL ROOFS.



ABN 22 010 071 744
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No.	Description	Date	Project	Unit Type	Sheet Name
			MULTIPLE DWELLING UNITS	T3- WESTPORT	LOCATION PLAN
			Location	Unit Number	Scale
			176 NOTTINGHAM RD, PARKINSON	72-74	1 : 750
			Client	Drawing Number	Date
			HERAN BUILDING GROUP	0000	JUNE 2020
				01	Revision

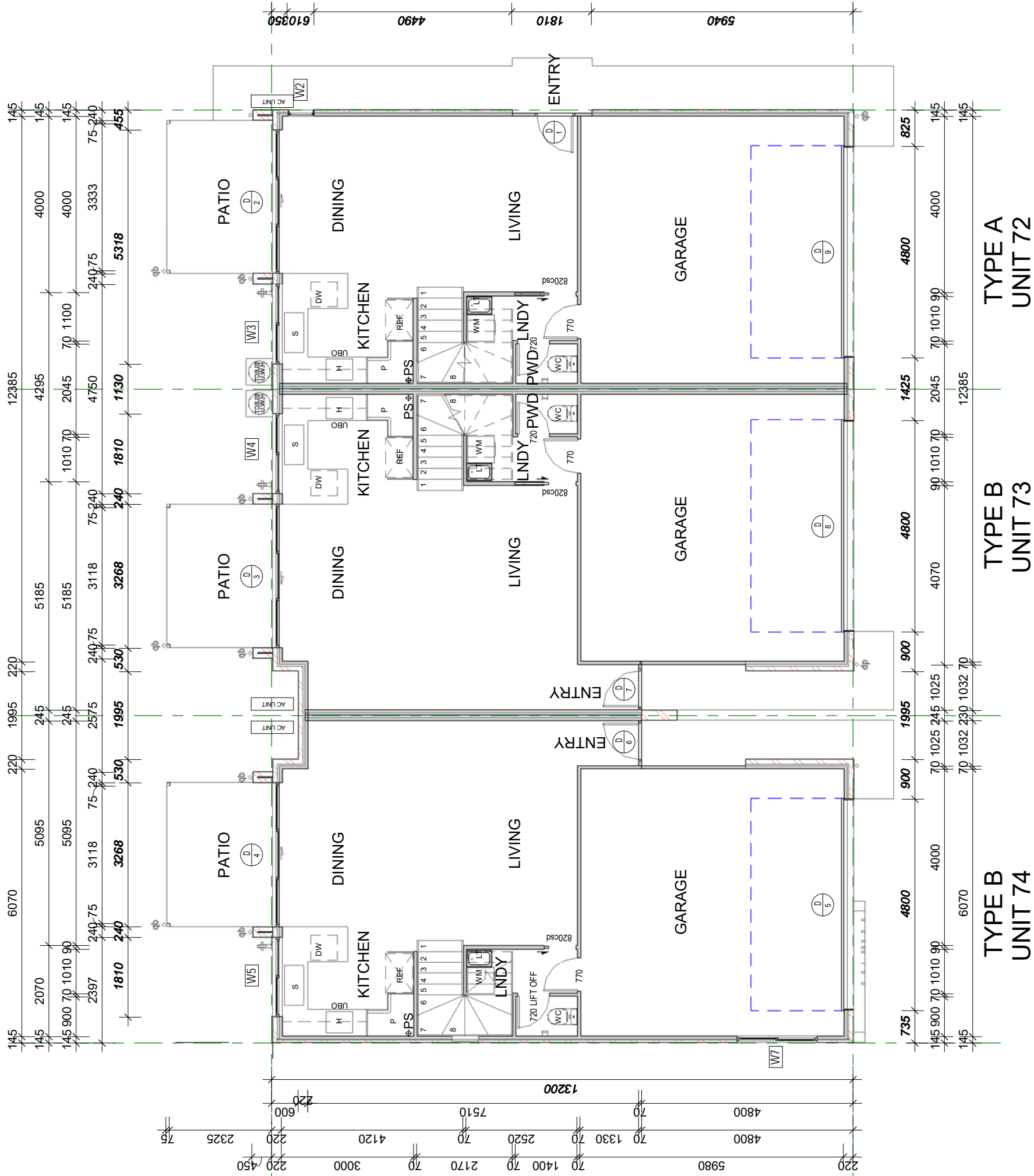
DOOR SCHEDULE (EXT.) GROUND FLOOR

Mark	Type	Lintel MGP12	Acoustic Info	Seals
1	820 ENTRY DOOR			
2	21.31 SD	2/240x35	No	No
3	21.31 SD	2/240x35	No	No
4	21.31 SD	2/240x35	No	No
5	21.48 PANEL LIFT	240 x 65 18C	No	No
6	820 ENTRY DOOR	140 x 35	No	No
7	820 ENTRY DOOR	140 x 35	No	No
8	21.48 PANEL LIFT	240 x 65 18C	No	No
9	21.48 PANEL LIFT	240 x 65 18C	No	No

WINDOW SCHEDULE GROUND FLOOR

Mark	Type	Lintel MGP12	Acoustic Info	Seals
2	18.06 AW			
3	12.18 SW			
4	12.18 SW			
5	12.18 SW			

BAL -12.5 BUSHFIRE REQUIREMENTS:
 - EXTERNAL METAL MESH SCREENS TO ALL OPENABLE WINDOWS.
 - 4mm SAFETY GLASS TO WINDOWS & DOORS WITHIN 400mm OF GROUND.
 - METAL OR BUSHFIRE RESISTANT TIMBER FRAMES TO ALL WINDOWS & DOORS WITHIN 400mm OF GROUND.
 - SOLID CORE CONSTRUCTION EXTERNAL ENTRY DOORS.
 - WEATHER STRIPS/DRAUGHT EXCLUDERS TO ALL EXTERNAL DOORS.
 - SPARK ARRESTOR SCREENS TO VENTS & WEEPHOLES.
 - ROOF/WALL JUNCTIONS TO BE SEALED.
 - SARKING TO ALL ROOFS.



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No.	Description	Date

Project	Unit Type	Sheet Name
MULTIPLE DWELLING UNITS	T3- WESTPORT	GROUND FLOOR PLAN
Location	Unit Number	Scale
176 NOTTINGHAM RD, PARKINSON	72-74	1 : 100
Client	Project Number	Date
HERAN BUILDING GROUP	0000	JUNE 2020
	Drawing Number	Revision
	03	

WINDOW SCHEDULE FIRST FLOOR			
Mark	Type	Lintel	Acoustic Details
9	06.18 SW	MGP12	190 x 35
10	12.18 SW	190 x 35	
12	18.06 AW	120 x 35	
13	09.31 SW	2/240 x 35	No
14	18.06 AW	120 x 35	
15	18.06 AW	120 x 35	
16	09.31 SW	190 x 35	No
17	09.31 SW	190 x 35	No
18	18.06 AW	120 x 35	
19	18.06 AW	120 x 35	
20	06.06 AW	120 x 35	
21	06.06 AW	120 x 35	
22	06.18 SW	190 x 35	
23	18.12 AW	190 x 35	
24	09.24 SW	2/240 x 35	
25	18.09 AW	190 x 35	
26	18.09 AW	190 x 35	
27	09.24 SW	2/240 x 35	
28	18.12 AW	190 x 35	
29	18.12 AW	190 x 35	
30	09.24 SW	2/240 x 35	

BAL-12.5 BUSHFIRE REQUIREMENTS:

- EXTERNAL METAL MESH SCREENS TO ALL OPENABLE WINDOWS.
- 4mm SAFETY GLASS TO WINDOWS & DOORS WITHIN 400mm OF GROUND.
- METAL OR BUSHFIRE RESISTANT TIMBER FRAMES TO ALL WINDOWS & DOORS WITHIN 400mm OF GROUND.
- SOLID CORE CONSTRUCTION EXTERNAL ENTRY DOORS.
- WEATHER STRIPS/DRAUGHT EXCLUDERS TO ALL EXTERNAL DOORS.
- SPARK ARRESTOR SCREENS TO VENTS & WEEPHOLES.
- ROOF/WALL JUNCTIONS TO BE SEALED.
- SARKING TO ALL ROOFS.



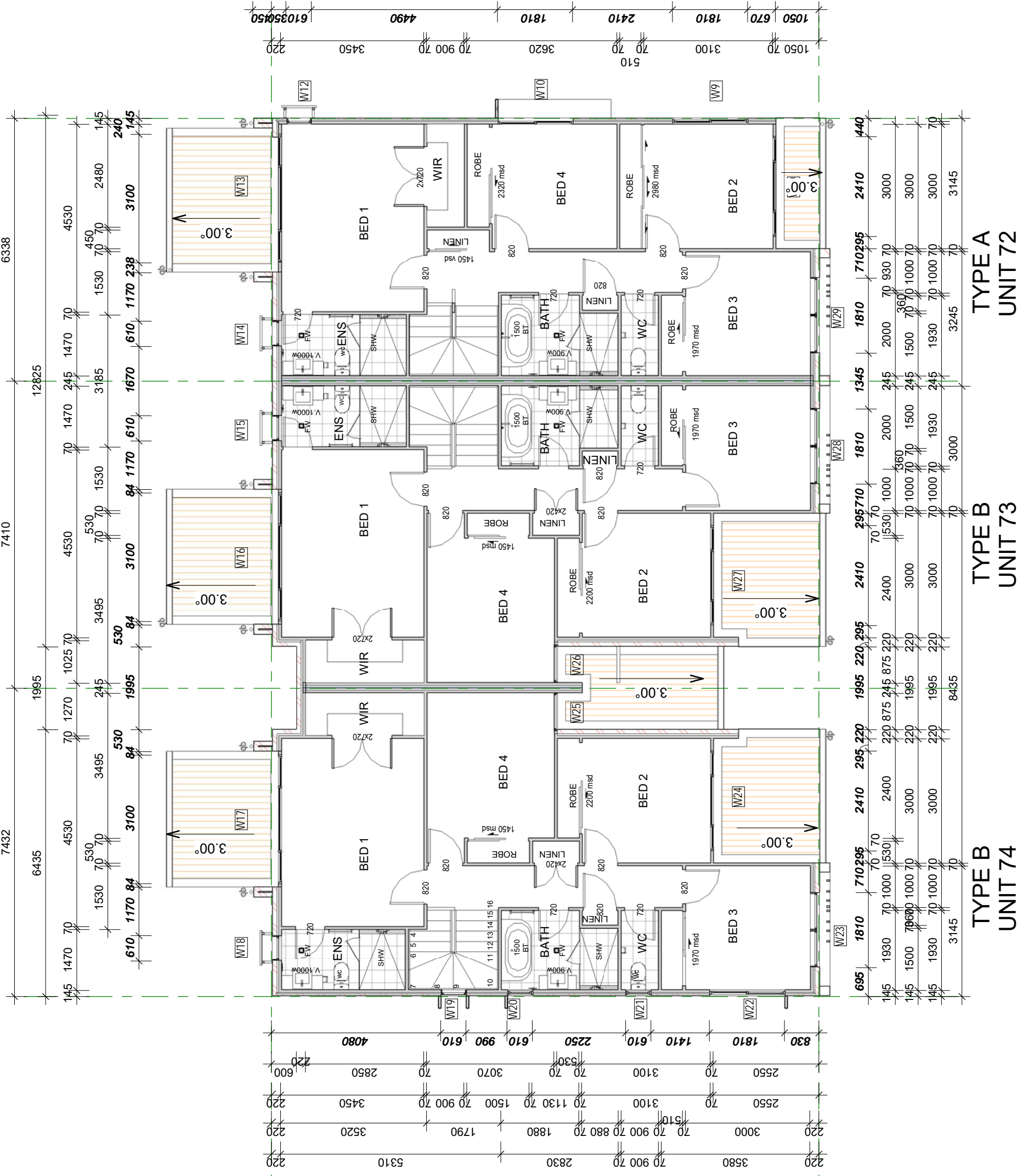
ABN 22 010 071 744
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No.	Description	Date

Project: **MULTIPLE DWELLING UNITS**
 Location: **T3- WESTPORT**
 Unit Number: **72-74**
 Client: **176 NOTTINGHAM RD, PARKINSON**
 HERAN BUILDING GROUP

Unit Type: **T3- WESTPORT**
 Scale: **1 : 100**
 Project Number: **0000**
 Drawing Number: **04**

Sheet Name: **FIRST FLOOR PLAN**
 Drawn by: **TB**
 Date: **JUNE 2020**
 Revision: **04**



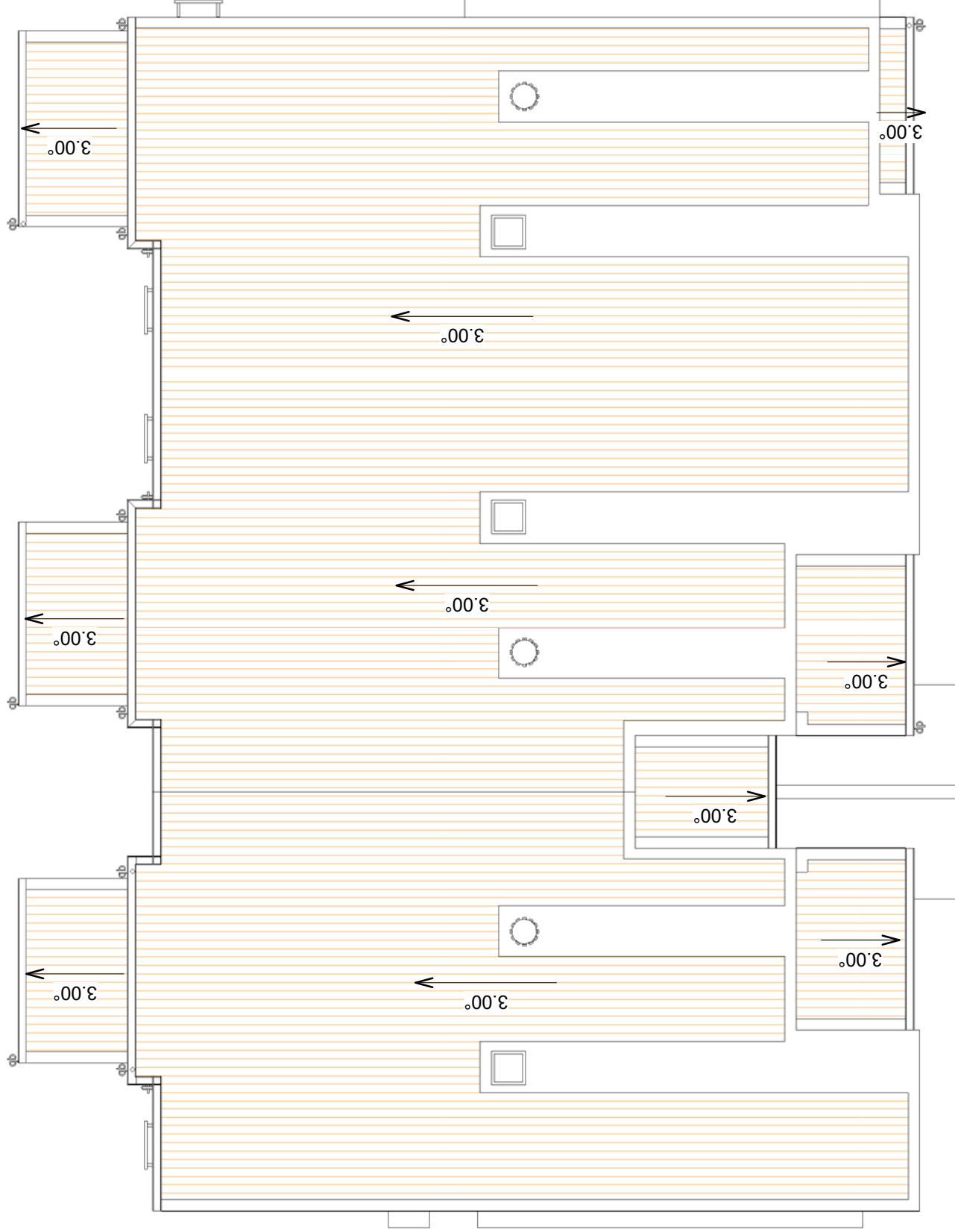
TYPE A
UNIT 72

TYPE B
UNIT 73

TYPE B
UNIT 74

ROOF SCHEDULE / PER BUILDING

Mark	Type	Area
------	------	------



BAL -12.5 BUSHFIRE REQUIREMENTS:

- EXTERNAL METAL MESH SCREENS TO ALL OPENABLE WINDOWS.
- 4mm SAFETY GLASS TO WINDOWS & DOORS WITHIN 400mm OF GROUND.
- METAL OR BUSHFIRE RESISTANT TIMBER FRAMES TO ALL WINDOWS & DOORS WITHIN 400mm OF GROUND.
- SOLID CORE CONSTRUCTION EXTERNAL ENTRY DOORS.
- WEATHER STRIPS/DRAUGHT EXCLUDERS TO ALL EXTERNAL DOORS.
- SPARK ARRESTOR SCREENS TO VENTS & WEEPHOLES.
- ROOF/WALL JUNCTIONS TO BE SEALED.
- SARKING TO ALL ROOFS.

No.	Description	Date

Project	Unit Type	Sheet Name
MULTIPLE DWELLING UNITS	T3- WESTPORT	ROOF PLAN
Location	Unit Number	Scale
176 NOTTINGHAM RD, PARKINSON	72-74	1 : 100
Client	Drawing Number	Date
HERAN BUILDING GROUP	0000	JUNE 2020
		Revision
		05

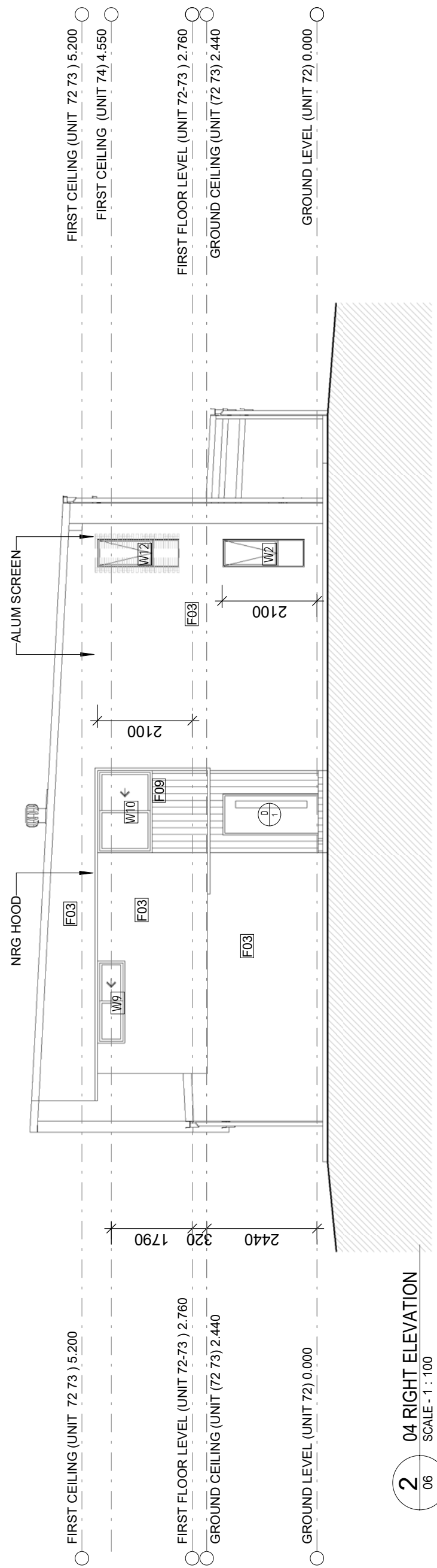
ABN 22 010 071 744
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1 FRONT ELEVATION
SCALE - 1 : 100

EXTERNAL FINISHES	
F03	BRICKWORK WITH RENDER FINISH (COLOUR 1)
F09	SCYON AXON CLADDING
F14	HARDIES LINEA BOARDING
F22	COLORBOND TRIMDEK METAL ROOF SHEETING (AS SELECTED)
F25	ALUMINIUM FRAMED FIXED SKYLIGHT WINDOW

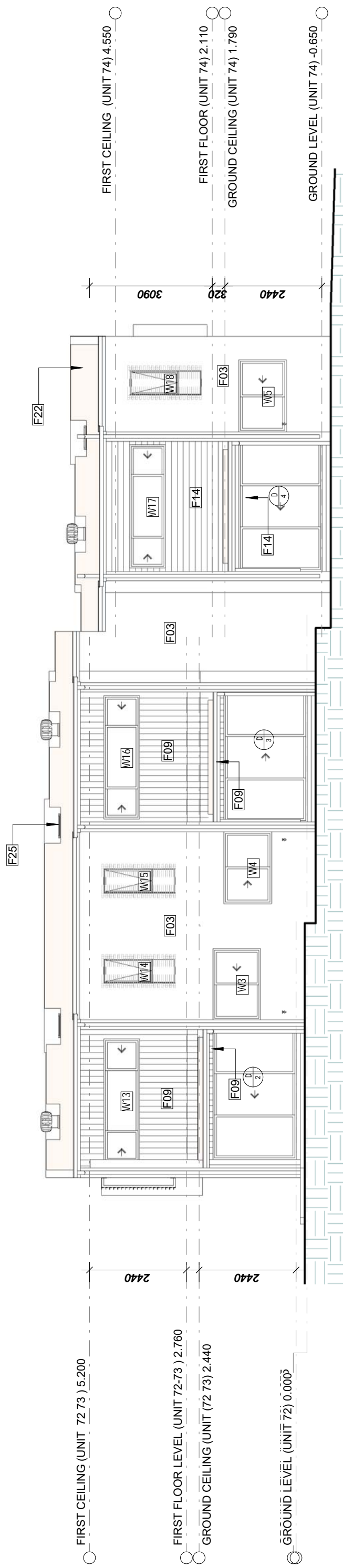


2 04 RIGHT ELEVATION
SCALE - 1 : 100

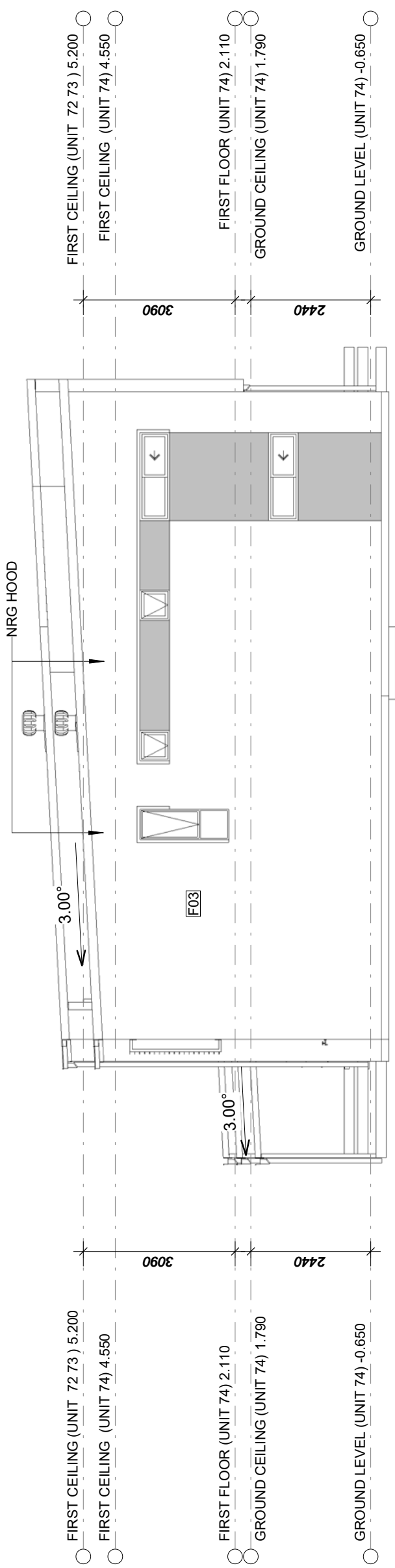
No.	Description	Date

HERAN BUILDING GROUP PTY. LTD.		ABN 22 010 071 744 DESIGNERS AND BUILDERS OF QUALITY HOMES EST. 1952 301/50 MARINE PARADE SOUTHPORT Q 4215 P. 07 5528 0111 F. 07 5528 0333
Project MULTIPLE DWELLING UNITS	Unit Type T3- WESTPORT	Sheet Name ELEVATIONS 1
Location 176 NOTTINGHAM RD, PARKINSON	Unit Number 72-74	Scale 1 : 100
Client HERAN BUILDING GROUP	Drawing Number 06	Drawn by TB
Project Number 0000	Drawing Number 06	Date JUNE 2020
Revision 06	Drawing Number 06	Revision 06

S:\Town House Developments\Current\Nottingham Road 176-184, PARKINSON\10 - BA Plans\TOWNHOUSE PLANS\STAGE 4\T3 - WESTPORT TRIPLEX_72-74.rvt



EXTERNAL FINISHES	
F03	BRICKWORK WITH RENDER FINISH (COLOUR 1)
F09	SCYON AXON CLADDING
F14	HARDIES LINEA BOARDING
F22	COLORBOND TRIMDEK METAL ROOF SHEETING (AS SELECTED)
F25	ALUMINIUM FRAMED FIXED SKYLIGHT WINDOW



1
07
RIGHT. ELEVATION
SCALE - 1 : 100

No.	Description	Date	Project	Unit Type	Sheet Name
			MULTIPLE DWELLING UNITS	T3- WESTPORT	ELEVATIONS 2
			Location	Unit Number	Scale
			176 NOTTINGHAM RD, PARKINSON	72-74	1 : 100
			Client	Project Number	Drawn by
			HERAN BUILDING GROUP	0000	TB
				Drawing Number	Date
				07	JUNE 2020
					Revision
					07

ABN 22 010 071 744
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SCHEDULE 2
SPECIFICATIONS

Luxury Inclusions

Totally liveable and all backed by Heran's six month maintenance and six year structural guarantee (QBCC)

KITCHEN

Bench Top	Manufactured Stone (Square Edge)
Doors	Laminate
Splash back	Glass
Kitchen Sink	S/steel sink with mixer tapware
Appliances	European s/s multifunction oven, cook-top, rangehood and s/s dishwasher or similar

BATHROOM & LAUNDRY

Showers	Semi-frameless glass shower screen with pivot action door
Bath	Acrylic or similar
Vanities	Manufactured stone top (square edge) with laminate doors, semi recessed basin or similar with mixer tapware
Toilets	Water saving dual flush cisterns to W/C's
Laundry	30L slimline tub & unit with quality tapware

*PLEASE NOTE: Proposed finishes are subject to change. Heran Building Group reserves the right to substitute similar colours or products depending on availability and/or cost constraints. Correct November 2019

INDOOR

Air-Conditioning	Split system to living area & master bedroom
Ceiling Fans	To all bedrooms
Electrical	Telephone/TV points etc, earth leakage safety switch, smoke detectors & generous amount of lighting & power points. Television Antenna
Insulation	Ceiling batts
Paint	Washable paint to walls
Doors	Modern flush panel with stylish door furniture
Robes	Mirror Sliding Doors
Stairs	Carpeted, aluminium balustrade & timber rails
Blinds	Roller blinds and venetians throughout
Flooring	Porcelain tiles or stone polymer & carpet

OUTDOOR

Brick Roof	Rendered or face brick external finish
Framing	Colorbond Roofing
Garage	Timber frame & roof trusses
Windows & Sliding Doors	Sectional overhead door with colorbond finish & remote control unit Powder coat aluminium with barrier screens (downstairs only)
Termite Protection	Penetrations & perimeter system
Hot Water System	Electric storage unit
Courtyard	Private fully fenced
Clothesline	Hills wall mounted
Amenities	Swimming pool
Landscaping	Professional landscaping to townhomes & common areas
Parking	Ample visitor car parking
Driveways	Concrete driveways (exposed)
Internal Roads	Asphalt

SCHEDULE 3

Body Corporate Contributions for First Year

Administration Fund Budget for First Year

Sinking Fund Budget for First Year

**Schedule of estimated cost for Administration Agreement,
Caretaker Agreement and Letting Agreement**

**NOTTINGHAM RESIDENCES - FINAL STAGE
PROPOSED BUDGET**

ADMINISTRATION FUND

Expenses

Bank Charges	95.00
Caretaker Fees	74,000.00
Cleaning materials	150.00
Community Power	3,500.00
Communications and disbursements	4,810.00
Fees and Permits	200.00
Fire Hydrants	250.00
Pest Control	1,000.00
Secretarial Fees	10,360.00
Sundries	250.00
Tax return	1,250.00
Telephone	625.00

Repairs and maintenance		
- Building	1,600.00	
- Electrical	300.00	
- Gardens and grounds materials	500.00	
- Plumbing	300.00	
- Pool Chemicals	<u>900.00</u>	3,600.00

Sub Total	100,090.00
GST	10,009.00
TOTAL	<u>110,099.00</u>

AGGREGATE CONTRIBUTION SCHEDULE LOT ENTITLEMENTS	74
LEVY PER LOT ENTITLEMENT PER ANNUM	1,487.82
LEVY PER LOT ENTITLEMENT PER WEEK	28.61

SINKING FUND

Provision for Future Expenditure	25,900.00
GST	2,590.00
TOTAL	<u>28,490.00</u>
LEVY PER LOT ENTITLEMENT PER ANNUM	385.00
LEVY PER LOT ENTITLEMENT PER WEEK	7.40

INSURANCE

Insurances	
- Building & Public Liability	13,357.00
GST	1,335.70
TOTAL	<u>14,692.70</u>
AGGREGATE INTEREST SCHEDULE LOT ENTITLEMENTS	74
LEVY PER LOT ENTITLEMENT PER ANNUM	198.55
LEVY PER LOT ENTITLEMENT PER WEEK	3.82

**NOTTINGHAM RESIDENCES - FINAL STAGE
SCHEDULE OF LOT ENTITLEMENTS**

LOT NUMBER	ENTITLEMENTS		ADMIN FUND PER ANNUM	SINKING FUND PER ANNUM	INSURANCE PER ANNUM	Caretaker's Fee pa	Body Corporate Manager's Fee pa	LEVY PER ANNUM	LEVY PER WEEK
	CONTRIBUTION	INTEREST							
69	1	1	1,487.82	385.00	198.55	1,100.00	154.00	2,071.37	39.83
70	1	1	1,487.82	385.00	198.55	1,100.00	154.00	2,071.37	39.83
71	1	1	1,487.82	385.00	198.55	1,100.00	154.00	2,071.37	39.83
72	1	1	1,487.82	385.00	198.55	1,100.00	154.00	2,071.37	39.83
73	1	1	1,487.82	385.00	198.55	1,100.00	154.00	2,071.37	39.83
74	1	1	1,487.82	385.00	198.55	1,100.00	154.00	2,071.37	39.83
	74	74	110,099.00	28,490.00	14,692.70	81,400.00	11,396.00	153,281.70	2,947.73

SCHEDULE 4

Community Management Statement

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

Office use only
CMS LABEL NUMBER

This statement incorporates and must include the following:

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

1. Name of community titles scheme

Nottingham Residences Community Titles Scheme
53642

2. Regulation module

Accommodation

3. Name of Body Corporate

Body Corporate for the Nottingham Residences Community Titles Scheme 53642

4. Scheme land

Lot on Plan Description

Title Reference

See Enlarged Panel

See Enlarged Panel

5. #Name and address of original owner

Not Applicable

6. Reference to plan lodged with this statement

SP 317228

first community management statement only

7. Local Government community management statement notation

Not applicable pursuant to section 60(6) of the Body Corporate And Community Management Act1997

.....signed

.....name and designation

.....name of Local Government

8. Execution by original owner/Consent of body corporate

Body Corporate for the Nottingham Residences Community Titles
Scheme 53642

/ /
Execution Date

.....
***Execution**

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

Privacy Statement

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

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on SP 304589	1	1
Lot 2 on SP 304589	1	1
Lot 3 on SP 304589	1	1
Lot 4 on SP 304589	1	1
Lot 5 on SP 304589	1	1
Lot 6 on SP 304589	1	1
Lot 7 on SP 304589	1	1
Lot 8 on SP 304589	1	1
Lot 9 on SP 304589	1	1
Lot 10 on SP 304589	1	1
Lot 11 on SP 304589	1	1
Lot 12 on SP 304589	1	1
Lot 13 on SP 304589	1	1
Lot 14 on SP 304589	1	1
Lot 15 on SP 304589	1	1
Lot 16 on SP 304589	1	1
Lot 17 on SP 304589	1	1
Lot 18 on SP 304589	1	1
Lot 19 on SP 304589	1	1
Lot 20 on SP 304589	1	1
Lot 21 on SP 304589	1	1
Lot 22 on SP 304589	1	1
Lot 23 on SP 304589	1	1
Lot 24 on SP 304589	1	1
Lot 25 on SP 304589	1	1
Lot 26 on SP 304589	1	1
Lot 27 on SP 304589	1	1
Lot 28 on SP 304589	1	1
Lot 29 on SP 304589	1	1
Lot 30 on SP 304589	1	1
Lot 31 on SP 304589	1	1
Lot 32 on SP 304589	1	1
Lot 33 on SP 304589	1	1
Lot 34 on SP 304589	1	1
Lot 35 on SP 304589	1	1
Lot 36 on SP 304589	1	1
Lot 37 on SP 304592	1	1
Lot 38 on SP 304592	1	1
Lot 39 on SP 304592	1	1
Lot 40 on SP 304592	1	1
Lot 41 on SP 304592	1	1
Lot 42 on SP 304592	1	1
Lot 43 on SP 304592	1	1

Lot 44 on SP 304592	1	1
Lot 45 on SP 304592	1	1
Lot 46 on SP 304592	1	1
Lot 47 on SP 304592	1	1
Lot 48 on SP 304592	1	1
Lot 49 on SP 304592	1	1
Lot 50 on SP 304592	1	1
Lot 51 on SP 317228	1	1
Lot 52 on SP 317228	1	1
Lot 53 on SP 317228	1	1
Lot 54 on SP 317228	1	1
Lot 55 on SP 317228	1	1
Lot 56 on SP 317228	1	1
Lot 57 on SP 317228	1	1
Lot 58 on SP 317228	1	1
Lot 59 on SP 317228	1	1
Lot 60 on SP 317228	1	1
Lot 61 on SP 317228	1	1
Lot 62 on SP 317228	1	1
Lot 63 on SP 317228	1	1
Lot 64 on SP 317228	1	1
Lot 65 on SP 317228	1	1
Lot 66 on SP 317228	1	1
Lot 67 on SP 317228	1	1
Lot 68 on SP 317228	1	1
Lot 69 on SP 317228	1	1
Lot 70 on SP 317228	1	1
Lot 71 on SP 317228	1	1
Lot 72 on SP 317228	1	1
Lot 73 on SP 317228	1	1
Lot 74 on SP 317228	1	1
TOTALS	74	74

1. In relation to the contribution lot entitlements for the lots included in the Scheme, the contribution schedule for the lots has been decided on the equality principle.
2. In relation to the interest lot entitlements for the lots included in the Scheme, the interest schedule lot entitlements reflect the respective market values of the lots.

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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1. Not Applicable

SCHEDULE C	BY-LAWS
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- 1. DEFINITIONS**

- 1.1 In these By-laws the following terms have the following meaning unless the context otherwise requires:

- (a) **“Act”** means the Body Corporate and Community Management Act 1997 as amended from time to time.
- (b) **“Body Corporate”** means the body corporate for the Scheme established pursuant to the Act.
- (c) **“Building”** means the building or buildings and/or parts thereof including the Lots erected upon the Scheme Land.
- (d) **“Base Parcel”** means lot 148 & 149 on RP 88878 title references 13183066 & 13185127
- (e) **“By-laws”** means the By-laws for the Scheme.
- (f) **“Caretaker”** means the person or corporation that has entered into, or is to enter into, the Caretaking and Letting Agreement. If there is no such person, the Committee may nominate a person as the Caretaker for the purposes of these By-laws.
- (g) **“Caretaking and Letting Agreement”** means the agreement entered into, or to be entered into, between the Caretaker and the Body Corporate under which the Caretaker is required, amongst other things, to keep the Common Property in good order. It includes any agreement that replaces or extends a previous agreement.
- (h) **“Committee”** means the Committee of the Body Corporate appointed pursuant to the Act.
- (i) **“Committee’s Representative”** means a member of the Committee appointed from time to time for the purpose of representing the Committee.
- (j) **“Common Property”** means the common property for the Scheme.
- (k) **“Lot”** means a lot in the Scheme.
- (l) **“Original Owner”** has the meaning given to it in the Act.
- (m) **“Owner”** and **“Occupier”** have the meanings given to them in the Act.
- (n) **“Plan”** means the registered survey plan for the Scheme Land.
- (o) **“Recreation Areas”** means all improvements on the Common Property used for, or intended to be used for, recreation and/or leisure activities.
- (p) **“Scheme”** means the community title scheme for the Nottingham Residences Community Titles Scheme.
- (q) **“Scheme Land”** means the land contained within the Scheme.
- (r) **“Secretary”** means the secretary of the Body Corporate.

2. NOISE

- 2.1 The Owner or Occupier of a Lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.

3. VEHICLES AND PARKING

- 3.1 The Owner or Occupier of a Lot must not, without the Body Corporate's written approval:

- (a) park a vehicle, or allow a vehicle to stand, on the Common Property, or
- (b) permit an invitee to park a vehicle, or allow a vehicle to stand, on the Common Property, except for the designated visitor parking which must remain available at all times for the sole use of visitors' vehicles.

- 3.2 An approval under subsection (1) must state the period for which it is given, with the exception of designated visitor parking. However, the Body Corporate may cancel the approval by giving seven (7) days written notice to the Owner or Occupier, with the exception of designated visitor parking.

- 3.3 Despite any other By-law, designated visitor parking must remain available at all times for the sole use of visitor vehicles.

3.4 The Body Corporate has the right to have any vehicle parked contrary to these By-laws towed at the vehicle owner's expense.

4. OBSTRUCTION

4.1 The Owner or Occupier of a Lot must not obstruct the lawful use of the Common Property by someone else.

5. DAMAGE TO LAWNS ETC

5.1 The Owner or Occupier of a Lot must not:

- (a) damage any lawn, garden, tree, shrub, plant or flower on the Common Property; or
- (b) use a part of the Common Property as a garden without the written approval of the Body Corporate.

5.2 An approval under subsection (1) must state the period for which it is given.

5.3 However, the Body Corporate may cancel the approval by giving seven (7) days written notice to the Owner or Occupier.

6. DAMAGE TO COMMON PROPERTY

6.1 An Owner or Occupier of a Lot must not, without the Body Corporate's written approval, mark, paint, drive nails, screws or other objects into or otherwise damage or deface a structure that forms part of the Common Property.

6.2 However, an Owner or Occupier may install a locking or safety device to protect the Lot against intruders, or a screen to prevent entry of animals or insects if the device or screen is soundly built and is consistent with the colour, style and materials of the Building.

6.3 The Owner or Occupier must keep a device installed under subsection (2) in good order and repair.

7. SECURITY SYSTEMS

7.1 The Body Corporate shall be responsible for the maintenance and up-keep of all security systems on Scheme Land and may make rules in relation to the security system from time to time by way of ordinary resolution in a general meeting.

7.2 At no time shall the Body Corporate be responsible to the Owner or Occupier (and they shall not be entitled to make claim for compensation or damages) in the event of a failure of all or any of the security systems on the Scheme Land to operate in the manner in which they were intended.

8. LEAVING OF RUBBISH ETC ON COMMON PROPERTY

8.1 The Owner or Occupier of a Lot must not leave rubbish, dirt, dust or other materials on the Common Property in a way or place likely to interfere with the enjoyment of the Common Property by someone else.

9. APPEARANCE OF LOT

9.1 The Owner or Occupier of a Lot must not, without the Body Corporate's written approval, make a change to the external appearance of the Lot.

9.2 The Owner or Occupier of a Lot must not, without the Body Corporate's written approval:

- (a) hang washing, towel, bedding, clothing or another cloth article if the article is visible from another Lot or the Common Property or from outside the Scheme Land; or
- (b) display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another Lot or the Common Property or from outside the Scheme Land.

10. STORAGE OF FLAMMABLE MATERIALS

- 10.1 The Owner or Occupier of a Lot must not, without the Body Corporate's written approval, store a flammable substance on the Common Property.
- 10.2 The Owner or Occupier of a Lot must not, without the Body Corporate's written approval, store a flammable substance on the Lot unless the substance is used or intended for use for domestic purposes.
- 10.3 However, this section does not apply to the storage of fuel in:
- (a) the fuel tank of a vehicle, boat or internal combustion engine; or
 - (b) a tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.

11. GARBAGE DISPOSAL

- 11.1 Unless the Body Corporate provides some other way of garbage disposal, the Owner or Occupier of a Lot must keep a receptacle for garbage in a clean and dry condition and adequately covered on the Lot, or on a part of the Common Property designated by the Body Corporate for the purpose.
- 11.2 The Owner or Occupier must:
- (a) comply with all local government local laws about disposal of garbage; and
 - (b) ensure that the Owner or Occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the Owners or Occupiers of other Lots.
- 11.3 The Owner or Occupier must comply with all reasonable directions of the Caretaker in relation to the disposal of recyclable garbage.
- 11.4 The Body Corporate and the lot owners acknowledge:
- (a) the Body Corporate indemnifies Brisbane City Council Waste Services and its agents in respect of any damage to the pavement and other driving surfaces caused by refuse collection vehicles entering the Scheme ; and
 - (b) the development of the Scheme has been approved on the basis that this indemnity is provided for refuse collection vehicles to enter the Scheme.

12. KEEPING OF ANIMALS

- 12.1 Subject to section 181(1) of the Act an Owner or Occupier of a Lot must not, without the Body Corporate's written approval:
- (a) bring or keep an animal on the lot or the Common Property; or
 - (b) permit an invitee to bring or keep an animal on the Lot or the Common Property.
- 12.2 The Owner or Occupier must obtain the Body Corporate's written approval before bringing or permitting an invitee to bring an animal onto the Lot or the Common Property and such approval may be given subject to certain terms and conditions as determined by the Committee from time to time.

13. OBJECTS KEPT ON COMMON PROPERTY

- 13.1 An Owner or Occupier must not leave any object of any description on the Common Property. In the event that objects are left on the Common Property, any Owner or Occupier shall immediately remove such object.
- 13.2 The Body Corporate shall have the right to remove and dispose of any item left on the Common Property.

14. USE OF LOTS

- 14.1 Subject to any exclusions contained in these By-laws an Owner or Occupier of a Lot shall not use that Lot or permit the same to be used otherwise than as a private residence nor for any purpose that may cause a nuisance or hazard or for any illegal or immoral purpose or for any other purpose that may endanger the safety or good reputation of persons residing within the Scheme Land.

14.2 Despite subsection 1, any Caretaker or on site manager may occupy a Lot in the Scheme and operate a letting service and general caretaking operations from the designated Lot as authorised by the Body Corporate from time to time.

15. USE OF RADIOS ETC

15.1 An Owner or Occupier of a Lot shall not operate or permit to be operated upon the parcel any radio, two way radio, short wave radio, transmitter, telecommunications device or electronic equipment so as to interfere with any domestic appliance or apparatus (including a radio or television receiver) lawfully in use upon the Common Property or in any other Lot.

16. STRUCTURAL ALTERATIONS TO THE INTERIOR OF LOTS

16.1 The manner and style of any structural fit out or structural alteration to the interior of any Lot must have the prior written approval of the Committee and any approvals required by any relevant authority. The Committee shall be entitled to request plans and specifications as it might consider necessary to enable it to grant its approval and the owner of a Lot shall provide all such plans and specifications PROVIDED HOWEVER that where kitchen facilities are to be installed an extraction system approved by the Committee and relevant Statutory Authorities must be installed.

17. ALTERATIONS TO THE EXTERIOR OF LOTS

17.1 Where an Owner proposes to carry out work, which will alter the exterior of any Lot, the Owner shall follow the procedure set out below:

- (a) Apply in writing to the Body Corporate and any relevant authority outlining the proposed work and provide plans and specifications. Such plans and specifications must be of the same architectural standard as the Building.
- (b) The Body Corporate on behalf of the Owner shall submit to the architect nominated by the Committee from time to time the plans and specifications for his approval in writing. The Body Corporate will use its best endeavours to ensure that the architect gives a decision promptly.
- (c) The approval of the architect to any plans and specifications shall be considered by the Committee, provided that the architect shall be entitled to approve such plans with appropriate variations. If the architect refuses to give any approval the Owner shall not be entitled to make the alterations proposed.
- (d) If the Architect approves such plans then the proposal will be submitted to a general meeting of the Body Corporate for permission to proceed with alterations.
- (e) Any costs associated with the procedure outlined above, including any fee from the architect, shall be paid by the Owner seeking to make the alteration.

18. BALCONIES, TERRACES, FENCES, PERGOLAS, SCREENS, EXTERNAL BLINDS OR AWNINGS

18.1 The Owner of a Lot shall be responsible for the maintenance and repair of any fence which forms part of the Lot. The Body Corporate shall have the power to repair or replace such fence at the expense of the Lot Owner should the fence fall into disrepair.

18.2 All balconies, terraces and terraces must remain unenclosed with no shutters, glazing, louvers or similar permanent fixtures.

18.3 No climbable objects are to be located within 900mm from the face of a balcony balustrade in order to protect children's safety.

19. ALTERATIONS TO COMMON PROPERTY

19.1 No alterations are to be made to the Common Property by the Owner or Occupier of a Lot without the written authority of the Committee and any approvals required by any relevant authority

19.2 Any alteration made to Common Property or fixture or fitting attached to Common Property by an Owner or Occupier of a Lot, whether made or attached with or without the approval of the Committee, shall, unless

otherwise provided by resolution of general meeting or of a meeting of the Committee, be repaired and maintained by the Owner or Occupier for the time being of the Lot.

20. MAINTENANCE OF LOTS

20.1 Each Owner shall be responsible for the maintenance of their Lot and shall ensure that their Lot is so kept and maintained as not to be offensive in appearance to other Lot owners through the accumulation of excess rubbish or otherwise. Maintenance of lawns and gardens that are located within the Lot, will be the responsibility of the Lot owner. All such lawns and gardens are to be mown regularly and kept well maintained.

21. REPLACEMENT OF GLASS

21.1 Windows shall be kept clean by the Owner or Occupier of a Lot and promptly replaced by the Owner of the Lot with fresh glass of the same kind and weight as originally installed.

22. BEHAVIOUR OF INVITEES

- 22.1 An Owner or Occupier of a Lot shall take all reasonable steps to ensure that their invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using Common Property.
- 22.2 The Owner or Occupier of a Lot shall be liable to compensate the Body Corporate in respect of all damage to the Common Property or personal property vested in it caused by such Owner or Occupier or their invitees.
- 22.3 An Owner or Occupier of a Lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available to him under any such lease or licence agreement, to ensure that any lessee or licensee or other occupier of the Lot or their invitees comply with the provisions of the By-Laws.
- 22.4 The duties and obligations imposed by these By-laws on an Owner or Occupier of a Lot shall be observed not only by the Owner or Occupier but also by the guests, servants, employees, agents, children, invitees and licensees of such Owner or Occupier.
- 22.5 Where the Body Corporate expends money to make good damage caused by a breach of the Act, or of these By-laws by any Owner or Occupier of a Lot or the guests, servants, employees, agents, children, invitees or licensees of the Owner or Occupier of any Lot or any of them, the Committee shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the Owner or Occupier of the Lot at the time when the breach occurred.
- 22.6 An Owner or Occupier shall require their invitees to be quiet at all times when passing over Common Property after 11.00pm.

23. RECREATION AREAS

- 23.1 All Owners and Occupiers when making use of the Recreation Area must ensure:
- (a) that their invitees and guests do not use the Recreation Area or any of them unless they or another Owner or Occupier accompanies them;
 - (b) that children below the age of sixteen (16) years are not in or around the Recreation Area unless accompanied by an adult Owner or Occupier exercising effective control over them;
 - (c) that they and their invitees exercise caution at all times and not behave in a manner that is likely to interfere with the use and enjoyment of other Owners or Occupiers or their invitees;
 - (d) that they book any relevant Recreation Area through any reservation system that may be put in place by the Body Corporate and the Caretaker;
 - (e) that all users of the Recreation Area comply with any rules (including signage) made from time to time by the Committee;
 - (f) that they or their invitees does not without proper authority operate, adjust or interfere with the operation of equipment associated with the Recreation Area;

- (g) they do not use the Recreation Area between the hours of 11:00pm and 7:00am (with the exception of the pool area which will not be used between the hours of 10.00 pm to 7.00 am), or such lawful hours as agreed to by the Committee and the Caretaker; and
- (h) they and their invitees use any plant and equipment in accordance with the directions or instructions given by the Committee or the Caretaker.

23.2 All Owners and Occupiers of Lots acknowledge that the Body Corporate and the Caretaker may make rules from time to time regarding the use of the Recreation Area including the right to operate a reservation system.

24. WINDOW TREATMENTS SUCH AS CURTAINS/SIMILAR VENETIAN BLINDS AND SHUTTERS

24.1 An Owner or Occupier of a Lot shall not hang curtains visible from outside the Lot unless those curtains have a white backing or unless such colour and design have been approved by the Committee. An Owner or Occupier shall not install, renovate and/or replace a curtain backing or window treatment without having the colour and design of same approved by the Committee. In giving such approval, the Committee shall ensure so far as practicable that curtain backing and window treatment used in all units have colours that are sympathetic to the tones of the Building and present an aesthetic appearance when viewed from Common Property or any other Lot.

25. AUCTION SALES

25.1 An Owner of a Lot shall not permit any auction sale to be conducted or to take place in the Owner's Lot or in the dwelling or upon the Scheme Land without the prior approval in writing of the Committee.

26. CORRESPONDENCE AND REQUESTS TO THE SECRETARY OF THE BODY CORPORATE

26.1 All complaints, applications or requests to the Body Corporate or its Committee shall be addressed in writing to the Secretary of the Body Corporate.

26.2 An Owner or Occupier of a Lot shall not give instructions to a Body Corporate contractor. All requests are to be submitted in writing to the Caretaker or Secretary.

27. COPY OF BY-LAWS TO BE PRODUCED UPON REQUEST

27.1 Where any Lot or Common Property is leased or rented, otherwise than to an Owner of a Lot, the lessor or as the case may be, landlord shall cause to be produced to the Lessee or tenant for inspection a copy of the By-Laws.

28. RECOVERY OF COSTS

28.1 An Owner shall pay on demand the whole of the Body Corporate costs and expenses (including Solicitor's costs on an indemnity basis) which amount shall be deemed to be a liquidated debt due, in recovering all and any levies or moneys duly levied upon such owner by the Body Corporate pursuant to the Act.

28.2 The Body Corporate may charge and recover interest at an annual rate determined by the Body Corporate by ordinary resolution in general meeting on any unpaid levies or other monies payable by an Owner to the Body Corporate.

28.3 Any expense incurred by the Body Corporate in remedying any breach of the Act or the By-laws shall be deemed to be a debt due by the Owner of the Lot whose Occupier caused such expense to the Body Corporate.

29. POWER OF BODY CORPORATE COMMITTEE

29.1 The Committee may make rules relating to the Common Property not inconsistent with these By-laws and the same shall be observed by the Owners and Occupiers of Lots unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

29.2 The Committee may retain such agents and servants it deems appropriate in carrying out its duties.

30. AIR CONDITIONING

30.1 No air conditioning system may be installed within a Lot or on Common Property without the prior written approval of the Body Corporate. The Body Corporate may establish standards for the type, noise, disposal, vibration,

method of installation, location of condensers, provision of air, water reticulation and the like associated with the installation of any air conditioning unit.

31. BULK SUPPLY OF ELECTRICITY OR OTHER UTILITY SERVICES

- 31.1 The Body Corporate may supply electricity or other utility services for the benefit of an Owner or Occupier of a Lot and in such case this By-law shall apply.
- 31.2 The Body Corporate may purchase reticulated electricity or other services on the most economical basis for the whole of the Scheme Land from the relevant authority.
- 31.3 The Body Corporate may sell reticulated electricity or other services to Occupiers. Occupiers are not compelled to buy electricity or other services from the Body Corporate.
- 31.4 The Body Corporate must arrange for the installation of a separate electricity and/or other service meter for each Lot.
- 31.5 The Body Corporate is not required to supply to the Occupier of a Lot electricity or other service requirements beyond those requirements which the relevant authority could supply at a particular time.
- 31.6 Insofar as it is lawful, the price to be charged by the Body Corporate to an occupier of a Lot for the supply of electricity or other service will be the total of:
- (a) the price paid by the Body Corporate for the electricity or other service; and
 - (b) any additional cost incurred by the Body Corporate reading meters, issuing accounts and doing any other things required for the supply of electricity or other service.
- 31.7 The Body Corporate may render accounts to an Occupier supplied with electricity or other services under this By-law and such accounts are payable to the Body Corporate within 14 days of delivery of such accounts.
- 31.8 In respect of an account that has been rendered pursuant to these By-laws, the Occupier is liable jointly and severally with any person who was liable to pay that electricity or other service account when that Occupier of a Lot became the Occupier of the Lot.
- 31.9 In the event that a proper account for the supply of reticulated electricity or other service is not paid by the due date for payment the Body Corporate is entitled to:
- (a) recover the amount of the unpaid account or accounts (whether or not a formal demand has been made) as a liquidated debt due to it in any court of competent jurisdiction; and/or
 - (b) disconnect the supply of reticulated electricity or other service to the relevant Lot.
- 31.10 The Body Corporate is not, under any circumstances whatsoever, responsible for or liable for any failure of the supply of electricity or other service due to breakdowns, repairs, maintenance, strikes, accidents or any other causes regardless of their class or description.
- 31.11 The Body Corporate may, from time to time, determine a security deposit to be paid by each Occupier who is entitled to the supply of reticulated electricity or other service as a guarantee against non-payment of accounts for the supply of reticulated electricity or other service.
- 31.12 In this By-law references to the Body Corporate include any person engaged by the Body Corporate to supply the services.

32. SALE OF LOTS

- 32.1 Despite any other By-law the Original Owner, its agents and any person authorised by it may:
- (a) use any Lot it owns as a display Lot and sales Lot;
 - (b) place any signs and other advertising and display material in and about the Lot and about the Common Property; and

- (c) together with persons authorised by it, pass over the Common Property to gain access to and egress from any Lot.

32.2 Despite any other By-law any other Owner of a Lot may not erect any sign indicating the sale of a Lot within 12 months of registration of the Scheme.

32.3 Any dwelling unit which is used for display purposes is closed to the public on Christmas day, Good Friday, ANZAC Day or outside of the hours of 8am to 6pm on any other day.

33. PAY TELEVISION / BROADBAND / PHONE / FAX / MODEM / RECEIVERS / ANTENNAE

33.1 The Committee has the power to allow a person to install cabling and associated items to allow the provision of cable or satellite television/computer/phone/fax/modem services to the Scheme Land and to enter into agreements with the providers of such services as deemed acceptable by the Committee from time to time.

33.2 Outside wireless and television aerials or antennae may not be erected without the written consent of the Committee.

34. RIGHT OF ENTRY

34.1 An Owner or Occupier shall allow entry into their Lot by the Body Corporate and its authorised parties for all purposes including but not limited to the inspection of the interior of a Lot to test the electrical, gas or water installation or equipment and to trace and repair any leakage or defect in the installation or equipment (at the expense of the Owner in cases where such leakage or defect is due to any act or default of the Owner or their tenants, guests, servants and agents) associated with the Body Corporate, the Building and the By-laws upon reasonable notice. In the absence of any other special circumstances, twenty-four hours written notice shall be deemed reasonable.

34.2 Despite subsection 1, no notice shall be required in the case of emergency.

34.3 The Body Corporate shall ensure as little disruption is caused to the Owner or Occupier of a Lot as is reasonable in the circumstances when exercising any rights of entry.

35. CARETAKER AND LETTING AGENTS' EQUIPMENT

35.1 Any Caretaker or letting agent appointed by the Body Corporate shall be entitled to install, maintain and replace any equipment on the Common Property reasonably required for the operation of any services allowed under any agreements with the Body Corporate including PABX, pool cleaning, vending machines and cleaning equipment.

36. HARD SURFACE FLOORING AND NOISE TRANSMISSION

36.1 The Owner or Occupier of a Lot shall not install within their Lot including any balcony area (if applicable) any floor treatment that is a hard surface eg timber or tile, without the consent of the Body Corporate. In granting its consent the Body Corporate may require compliance with and requirements of the Brisbane City Council or otherwise to meet good building practice, including complying with any Australian Standards.

36.2 Where the floor treatment of an area of a Lot, including a balcony area, is a hard surface the Occupier shall take reasonable steps to minimise the noise furniture and other like objects make when moved on that surface, particularly noise transmission through to adjacent Lots. The use of floor rugs and felt pads on furniture legs are examples of measures which should be taken to reduce such noise transmission.

36.3 Where an Owner or Occupier fails to comply with the terms of this By-law then the Owner or Occupier will at their expense remove any hard surface floor treatment upon receiving written notice from the Body Corporate.

37. STORAGE AREAS

37.1 An Owner or Occupier of a Lot shall not install any storage device on any part of their Lot or Exclusive Use Area without the consent of the Body Corporate.

37.2 In determining whether to grant its consent the Body Corporate may only consent to the installation of a storage device where:

- (a) the storage device complies with and has obtained all approvals required to be lawful; and
- (b) does not impede quiet use and enjoyment of another Owner or Occupiers Lot or Exclusive Use Area.

38. RESTRICTED ACCESS AREAS

38.1 Any areas of the Common Property used for:

- (a) electrical substations, switchrooms, or control panels;
- (b) fire service control panels;
- (c) telephone exchanges; and
- (d) other services to the Lots, Common Property and Exclusive Use Areas (or any of them)

may be kept locked by the Committee (or its appointed representative) unless otherwise required by law. Persons may not enter or open such locked areas without the prior consent of the Committee.

38.2 The Committee may use appropriate areas of the Common Property to store plant and equipment used for the performance of the Body Corporate's duties in respect of the Common Property. Any such areas may be locked and access is prohibited without the prior consent of the Committee.

39. FIRE CONTROL

39.1 An Owner or Occupier of a Lot must not use or interfere with any fire safety equipment except in case of an emergency, and must not obstruct any fire stairs or fire escape.

39.2 The Body Corporate or an Owner or Occupier of a Lot must, in respect of the Scheme or the Lot, as appropriate:

- (a) consult with any relevant authority as to an appropriate fire alarm or fire sprinkler system for the Scheme or the Lot;
- (b) ensure the provision of all adequate equipment to fight fire or the spread of fire in or from the Scheme or the Lot to the satisfaction of the relevant authorities; and
- (c) take all reasonable steps to ensure compliance with fire laws in respect of the Scheme or the Lot.

40. BODY CORPORATE AGREEMENTS

40.1 Subject to the Act the Body Corporate may enter into agreements with any other party on such terms as it may decide in its sole discretion including:

- (a) an agreement for the caretaking of the Common Property and letting of the Lots from the Scheme Land;
- (b) an agreement for the management of the Body Corporate including appointing a body corporate manager including carrying out tasks involving the duties of the secretary and treasurer;
- (c) an agreement with the Original Owner concerning the further development of the Scheme Land and the recording of any new community management statement;
- (d) an agreement with any party concerning the utility infrastructure and its supply and maintenance;
- (e) an agreement with any energy supplier;
- (f) an agreement with any cable television, satellite television, broadband, computer, fax, modem, PABX or phone service provider; and
- (g) an agreement to grant any access rights, licence or special rights or occupation authority to any party concerning use and occupation of any part of the Common Property not previously granted exclusive use to any other Lot Owner.

41. EXCLUSIVE USE (attached plan)

- 41.1 The Occupier of each Lot set out in Schedule E is entitled to the exclusive use and enjoyment for the nominated purpose of that part of the Common Property allocated to the Lot in Schedule E and identified on the sketch marked "B" attached to schedule E.
- 41.2 The Occupier of a Lot which has the benefit of an Exclusive Use Area must keep that area clean, tidy and in good repair.
- 41.3 The Body Corporate, its authorised parties and any Caretaker may enter upon such Exclusive Use Areas to carry out any inspection or works concerning the Building or the utility infrastructure.

42. EXCLUSIVE USE (allocation)

- 42.1 This exclusive use By-Law authorises the Original Owner or its agent to allocate parts of the Common Property for carparking, private yard and storage purposes.
- 42.2 The Occupier of each Lot to which this By-law attaches shall have exclusive use and enjoyment of that part of the Common Property allocated.
- 42.3 The Original Owner or its agent shall give the details of the allocation to the Body Corporate.
- 42.4 The Body Corporate shall ensure the details of the allocation shall be recorded in a new community management statement.
- 42.5 The Body Corporate, its authorised parties and any caretaker may enter upon such exclusive use areas to carry out any inspection or works concerning the Building or the utility infrastructure.

43. BRISBANE CITY COUNCIL CONDITIONS

- 43.1 Despite any other By-Law, the Body Corporate shall comply with the conditions of any development approval concerning the Scheme, including, but not limited to, ensuring;
- (a) Visitors car parking bays are used by bona fide visitors, are clearly labelled as "visitor parking" and remain unimpeded by landscaping, water tanks, storage (temporary or otherwise), gates or any other fitting, fixture or structure to provide 24 hour unrestricted access for bona fide visitors.
 - (b) Provision on site for a minimum of:
 - (i) Parking on the site for 56 resident/tenant cars and 8 visitor cars, including one space for PWD and for the loading and unloading of vehicle (s) within the Scheme in Stage 1 ;
 - (ii) 22 resident/tenant cars and 3 visitor cars and for the loading and unloading of vehicles within the Scheme in Stage 2; and
 - (iii) 45 resident/tenant cars and 4 visitor cars including one space for PWD and for the loading and unloading of vehicles within the Scheme in Stage 3;or any other number of car parking spaces as prescribed in the development approval for the Scheme.
 - (c) no visitor parking is included within a lot entitlement or exclusive use area;
 - (d) the installation of waste/recycling bins by Brisbane City Council's Waste Services and for the subsequent collection of waste including recycling from the Scheme.
 - (e) An appropriate area for the storage and collection of refuse, including recyclables, in a position which is accessible to service vehicles on the Scheme.
 - (f) Privacy screens will remain fitted at all times;
- 43.2 The Lot owners and the Body Corporate acknowledge:
- (a) the Scheme Land is to be developed in Stages as follows:

- (i) Stage 1 with 36 units;
 - (ii) an additional 14 units in Stage 2 and
 - (iii) an additional 24 units in Stage 3.
- (b) the construction of Stage 2 and Stage 3 of the Scheme may occur following the occupation of the lots in Stage 1;
- (c) the Body Corporate will own and maintain any private internal fire main and fire hydrant(s) servicing the Scheme and be responsible for the water charges payable to the local water authority in respect of the private main and hydrant(s) and the on-going maintenance thereof in accordance with the terms of the development approval for the Scheme;
- (d) the Body Corporate will be subject to a bushfire covenant (Covenant A) with the Brisbane City Council in accordance with section 97A of the Land Title Act as required under the development approval for the Scheme regarding the Body Corporate's responsibilities, liabilities, measures, remedies and intents to ensure the appropriate management of the land identified as approved Bushfire Management Zone drawing no: DA-01 in the approved drawings under the approval having council file number A005309051 to address :
- (i) the exclusion of all buildings and structures except fencing, non-combustible water tanks and swimming pools;
 - (ii) any boundary fences to be constructed of a non-combustible material (e.g. steel panel fencing, masonry).
 - (iii) no vegetation or combustible structures/materials can be touching any elements of the building.
- (e) the Communal Open Space area identified in the approved drawings and documents under the approval having council file number A005309051 is limited to residential use only, and must not be used between the hours of 10pm to 7 am.
- (f) the Body Corporate will maintain the proprietary stormwater quality improvement device in accordance with the certified Water Quality Maintenance Plan pursuant to any development approval for the Scheme. A copy of the Water Quality Maintenance Plan is attached and marked "C".
- 43.3 The owners and occupiers of lots located along the Western boundary of Stage 3 of the Scheme acknowledge the stormwater easement located along that boundary requires strict compliance with the following;
- (a) Any gates located along any boundary fence along the Western boundary of Stage 3 ("Easement Gates") must remain accessible to Brisbane City Council at all times;
 - (b) The Easement Gates must remain unobstructed by vegetation, landscaping or yard furniture at all times;
 - (c) when owners of lots located along the Western boundary of Stage 3 of the Scheme are seeking to sell their lot(s), any prospective purchaser is to be advised of these requirements prior to the sale of those lots.

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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The location of service easements are shown in the attached services location diagram attached and marked "A".

The Lots affected or proposed to be affected by statutory easements are shown in the following table:

Type of Statutory Easement	Lots Affected
Telstra	Lots 1-36 on SP 304589, Lots 37-50 on SP 304592, Lots 51-74 & Common Property on SP 317228
Electricity	Lots 1-36 on SP 304589, Lots 37-50 on SP 304592, Lots 51-74 & Common Property on SP 317228
Sewer	Lots 1-36 on SP 304589, Lots 37-50 on SP

	304592, Lots 51-74 & Common Property on SP 317228
Water	Lots 1-36 on SP 304589, Lots 37-50 on SP 304592, Lots 51-74 & Common Property on SP 317228
Storm Water	Lots 1-36 on SP 304589, Lots 37-50 on SP 304592, Lots 51-74 & Common Property on SP 317228
Support and Shelter	Lots 1-36 on SP 304589, Lots 37-50 on SP 304592, Lots 51-74 & Common Property on SP 317228

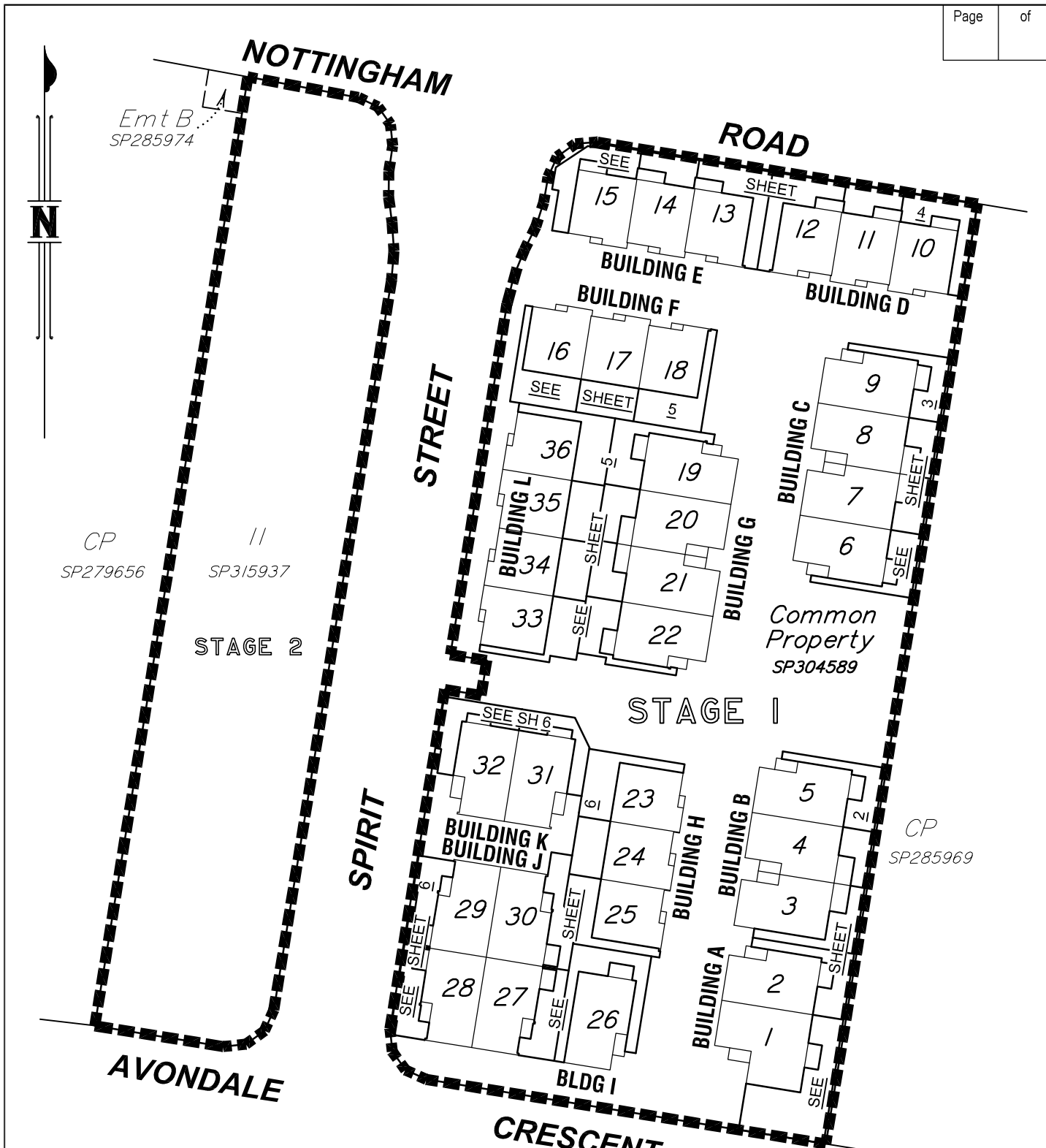
SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY

Lot on Plan	Exclusive Use Area	Purpose
Lot 1 on SP 304589	Area 1A on sketch marked B2	Courtyard
Lot 2 on SP 304589	Area 2A on sketch marked B2	Courtyard
Lot 3 on SP 304589	Area 3A on sketch marked B2	Courtyard
Lot 4 on SP 304589	Area 4A on sketch marked B2	Courtyard
Lot 5 on SP 304589	Area 5A on sketch marked B2	Courtyard
Lot 6 on SP 304589	Area 6A on sketch marked B3	Courtyard
Lot 7 on SP 304589	Area 7A on sketch marked B3	Courtyard
Lot 8 on SP 304589	Area 8A on sketch marked B3	Courtyard
Lot 9 on SP 304589	Area 9A on sketch marked B3	Courtyard
Lot 10 on SP 304589	Area 10A on sketch marked B4	Courtyard
Lot 11 on SP 304589	Area 11A on sketch marked B4	Courtyard
Lot 12 on SP 304589	Area 12A on sketch marked B4	Courtyard
Lot 13 on SP 304589	Area 13A on sketch marked B4	Courtyard
Lot 14 on SP 304589	Area 14A on sketch marked B4	Courtyard
Lot 15 on SP 304589	Area 15A on sketch marked B4	Courtyard
Lot 16 on SP 304589	Area 16A on sketch marked B5	Courtyard
Lot 17 on SP 304589	Area 17A on sketch marked B5	Courtyard
Lot 18 on SP 304589	Area 18A on sketch marked B5	Courtyard
Lot 19 on SP 304589	Area 19A on sketch marked B5	Courtyard
Lot 20 on SP 304589	Area 20A on sketch marked B5	Courtyard

Lot 21 on SP 304589	Area 21A on sketch marked B5	Courtyard
Lot 22 on SP 304589	Area 22A on sketch marked B5	Courtyard
Lot 23 on SP 304589	Area 23A on sketch marked B6	Courtyard
Lot 24 on SP 304589	Area 24A on sketch marked B6	Courtyard
Lot 25 on SP 304589	Area 25A on sketch marked B6	Courtyard
Lot 26 on SP 304589	Area 26A on sketch marked B6	Courtyard
Lot 27 on SP 304589	Area 27A on sketch marked B6	Courtyard
Lot 28 on SP 304589	Area 28A on sketch marked B6	Courtyard
Lot 29 on SP 304589	Area 29A on sketch marked B6	Courtyard
Lot 30 on SP 304589	Area 30A on sketch marked B6	Courtyard
Lot 31 on SP 304589	Area 31A on sketch marked B6	Courtyard
Lot 32 on SP 304589	Area 32A on sketch marked B6	Courtyard
Lot 33 on SP 304589	Area 33A on sketch marked B5	Courtyard
Lot 34 on SP 304589	Area 34A on sketch marked B5	Courtyard
Lot 35 on SP 304589	Area 35A on sketch marked B5	Courtyard
Lot 36 on SP 304589	Area 36A on sketch marked B5	Courtyard
Lot 37 on SP 304592	Area 37A on sketch marked B8	Courtyard
Lot 38 on SP 304592	Area 38A on sketch marked B8	Courtyard
Lot 39 on SP 304592	Area 39A on sketch marked B8	Courtyard
Lot 40 on SP 304592	Area 40A on sketch marked B8	Courtyard
Lot 41 on SP 304592	Area 41A on sketch marked B8	Courtyard
Lot 42 on SP 304592	Area 42A on sketch marked B8	Courtyard
Lot 43 on SP 304592	Area 43A on sketch marked B9	Courtyard
Lot 44 on SP 304592	Area 44A on sketch marked B9	Courtyard
Lot 45 on SP 304592	Area 45A on sketch marked B9	Courtyard
Lot 46 on SP 304592	Area 46A on sketch marked B9	Courtyard
Lot 47 on SP 304592	Area 47A on sketch marked B9	Courtyard
Lot 48 on SP 304592	Area 48A on sketch marked B9	Courtyard
Lot 49 on SP 3045892	Area 49A on sketch marked B9	Courtyard
Lot 50 on SP 304592	Area 50A on sketch marked B9	Courtyard

Lot 51 on SP 317228	Area 51A & 51B on sketch marked B11	Courtyard
Lot 52 on SP 317228	Area 52A & 52B on sketch marked B11	Courtyard
Lot 53 on SP 317228	Area 53 & 53B on sketch marked B11	Courtyard
Lot 54 on SP 317228	Area 54A on sketch marked B11	Courtyard
Lot 55 on SP 317228	Area 55A on sketch marked B11	Courtyard
Lot 56 on SP 317228	Area 56A on sketch marked B11	Courtyard
Lot 57 on SP 317228	Area 57A & 57B on sketch marked B12	Courtyard
Lot 58 on SP 317228	Area 58A & 58B on sketch marked B12	Courtyard
Lot 59 on SP 317228	Area 59A & 59B on sketch marked B12	Courtyard
Lot 60 on SP 317228	Area 60A & 60B on sketch marked B12	Courtyard
Lot 61 on SP 317228	Area 61A & 61B on sketch marked B12	Courtyard
Lot 62 on SP 317228	Area 62A & 62B on sketch marked B13	Courtyard
Lot 63 on SP 317228	Area 63A & 63B on sketch marked B13	Courtyard
Lot 64 on SP 317228	Area 64A & 64B on sketch marked B13	Courtyard
Lot 65 on SP 317228	Area 65A & 65B on sketch marked B13	Courtyard
Lot 66 on SP 317228	Area 66A & 66B on sketch marked B13	Courtyard
Lot 67 on SP 317228	Area 67A & 67B on sketch marked B14	Courtyard
Lot 68 on SP 317228	Area 68A & 68B on sketch marked B14	Courtyard
Lot 69 on SP 317228	Area 69A & 69B on sketch marked B14	Courtyard
Lot 70 on SP 317228	Area 70A & 70B on sketch marked B14	Courtyard
Lot 71 on SP 317228	Area 71A & 71B on sketch marked B14	Courtyard
Lot 72 on SP 317228	Area 72A & 72B on sketch marked B14	Courtyard
Lot 73 on SP 317228	Area 73A & 73B on sketch marked B14	Courtyard
Lot 74 on SP 317228	Area 74A & 74B on sketch marked B14	Courtyard

"A"
Service Location Diagram to be inserted



STAGE I

Wolter Consulting Group Pty Ltd (ACN147 343 084) hereby certify that the details shown in this sketch plan are correct.

Authorised Delegate

12-05-2020
Date

--- CTS Boundary

Notes:
Exclusive use areas are defined by structural features unless dimensioned.

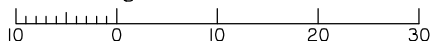
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Planning
 Urban Design
 Landscape
 Environment
 Surveying

Scale 1:750 @ A4
Lengths are in Metres.

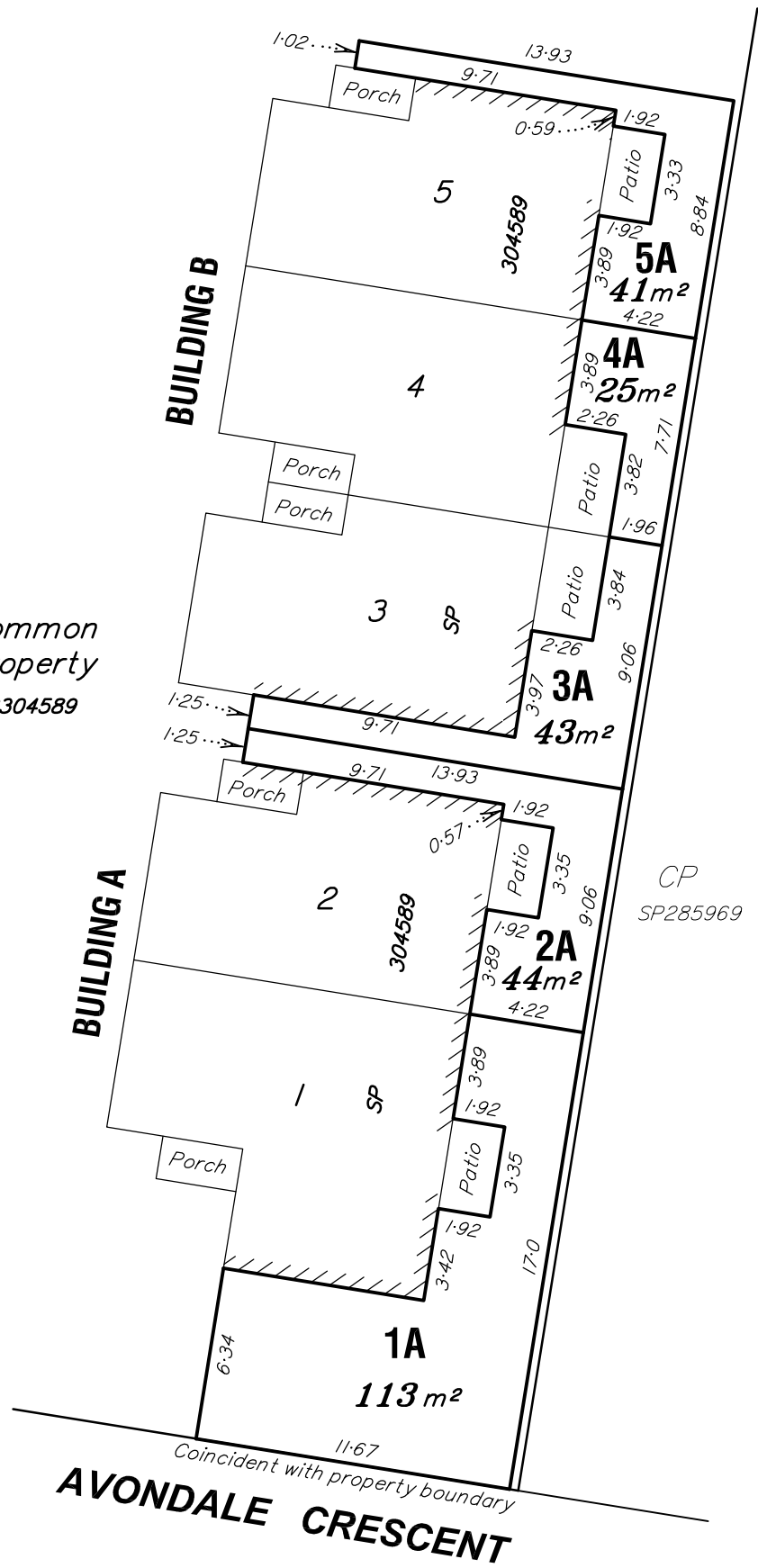


Sketch of Exclusive Use Areas
in Common Property on SP304589
Level A
Nottingham Residences CTS
Title Reference:

Surveyor
N. Donaldson

Date Drawn	Sheet	of
12-05-2020	1	6

Drawing Number	Version
SB3789-04	G

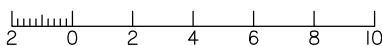


Common Property
SP304589

CP
SP285969

LEVEL A

Scale 1:250 @ A4
Lengths are in Metres.



Denotes face of building/edge of concrete

STAGE I

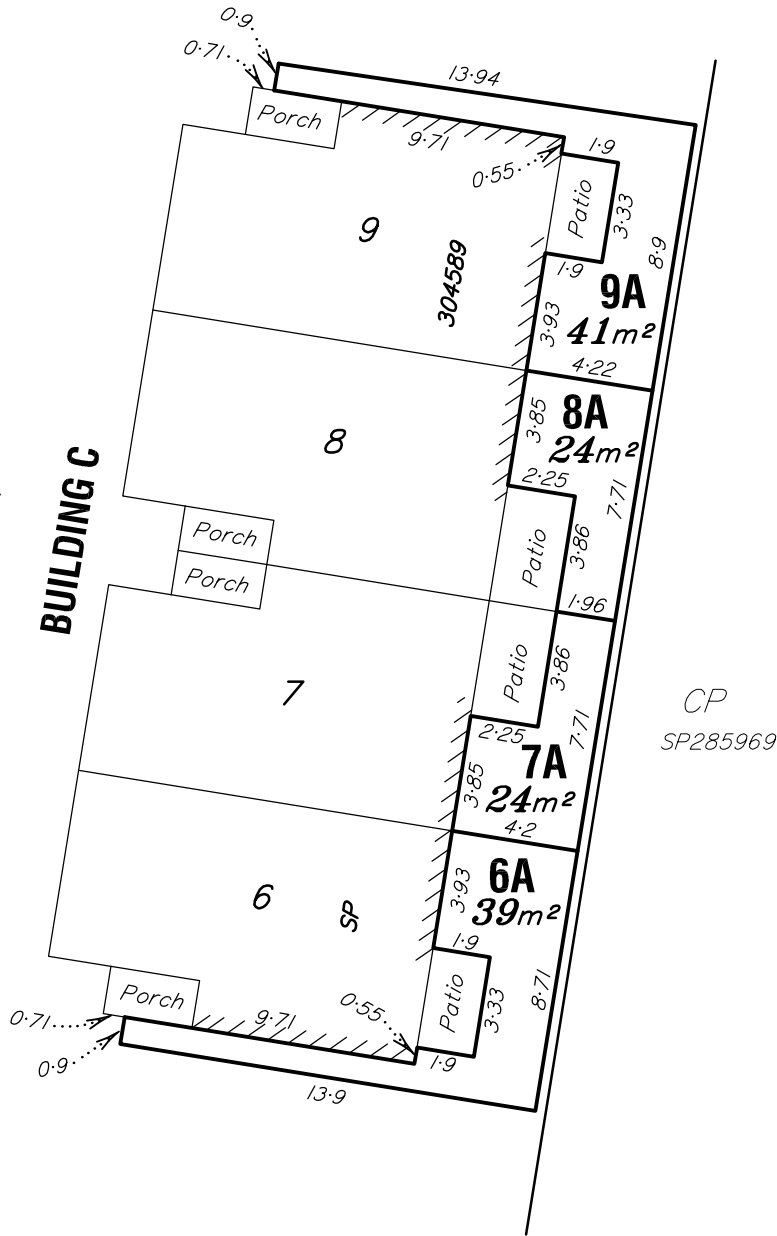
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Version	G



Common Property
SP304589

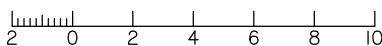
BUILDING C



CP
SP285969

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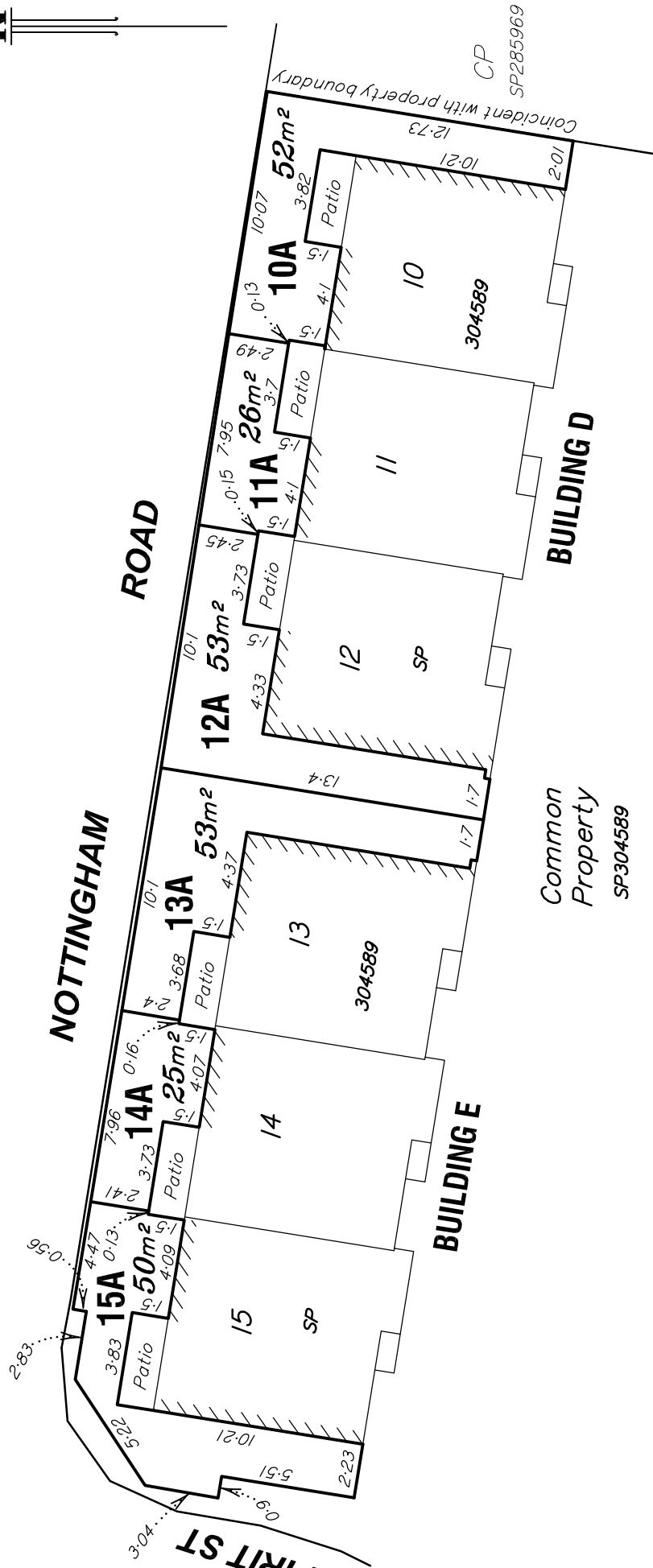


Denotes face of building/edge of concrete

STAGE I

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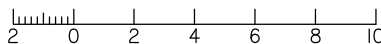
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Version	G



LEVEL A

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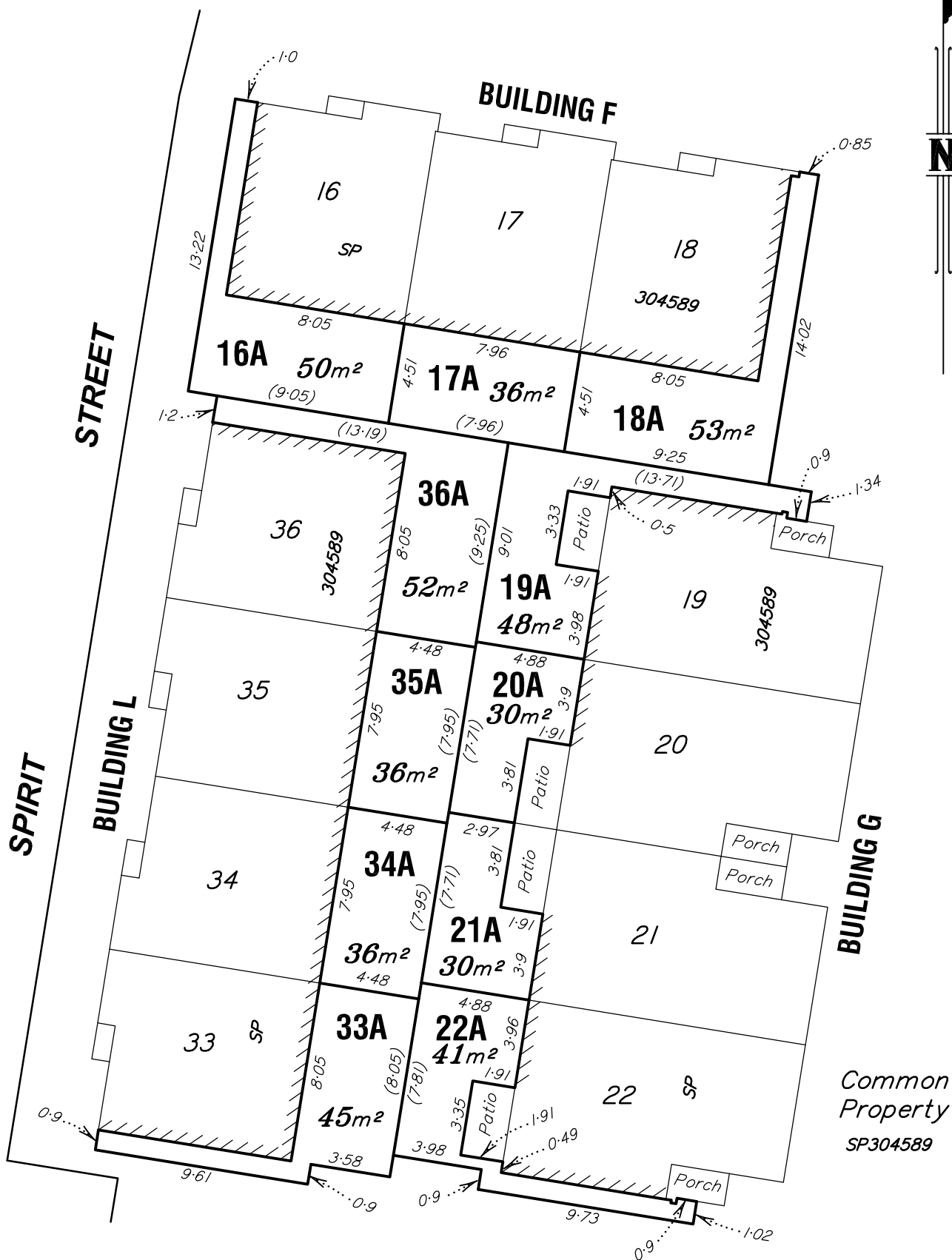


STAGE I

Sheet	No
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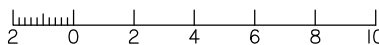
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SB3789-04

Version
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LEVEL A

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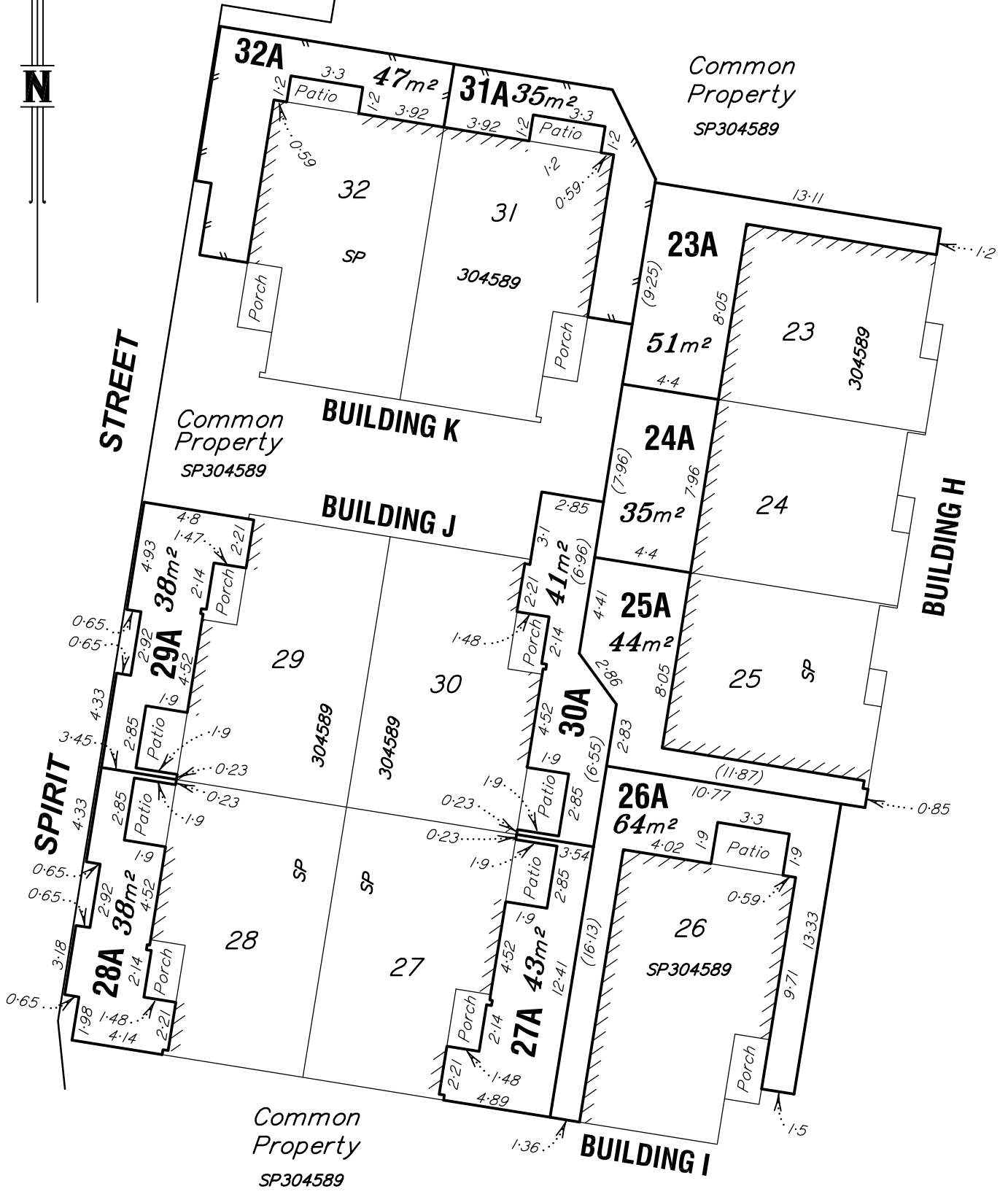


Denotes face of building/edge of concrete

STAGE I

Drawing Number
SB3789-04

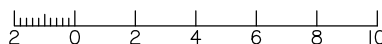
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Version	G



LEVEL A

- Denotes line of fence
- Denotes face of building/edge of concrete

Scale 1:250 @ A4
Lengths are in Metres.



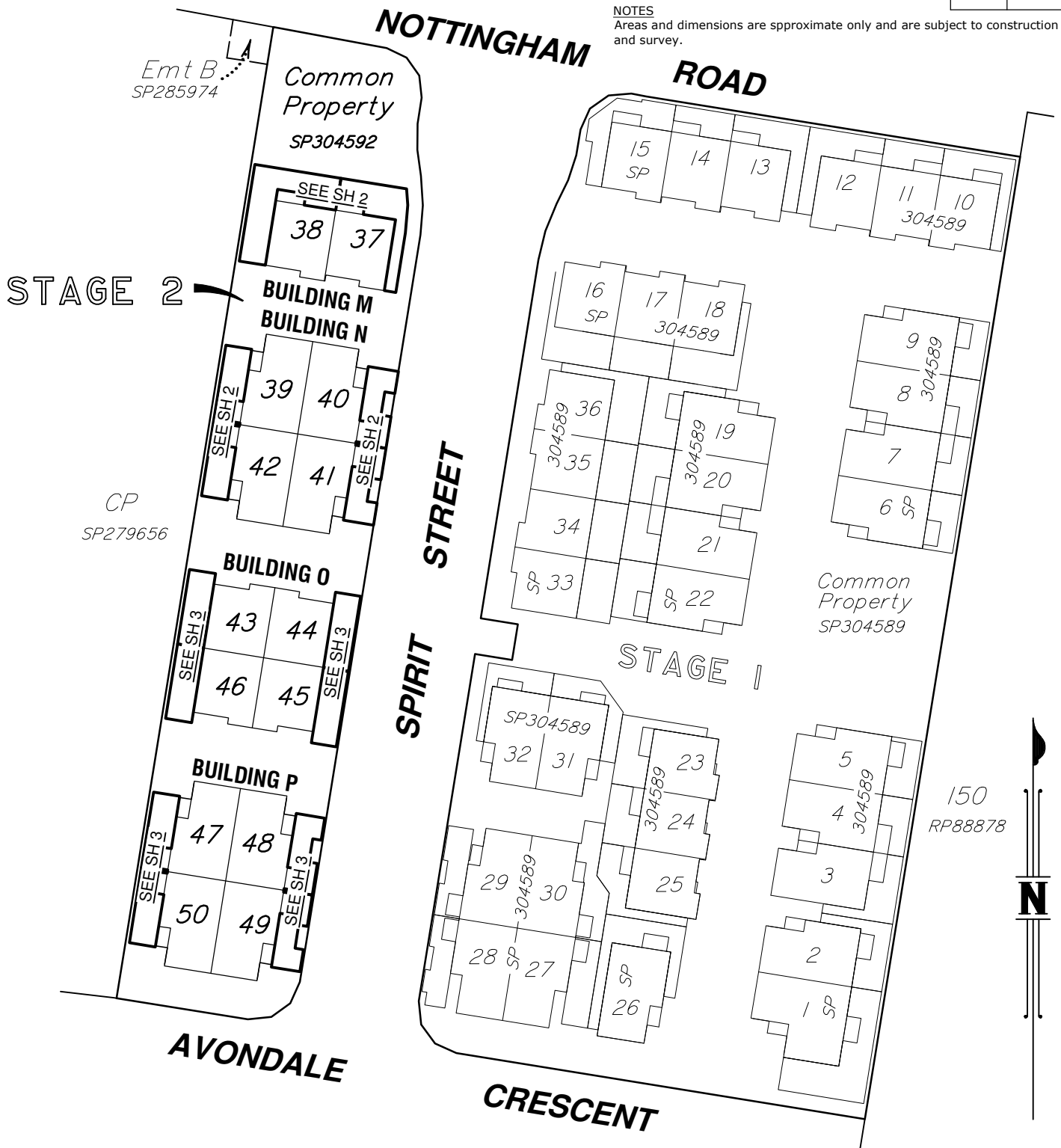
STAGE I

Drawing Number
SB3789-04

Sheet	No
6	6

Version
G

NOTES
Areas and dimensions are approximate only and are subject to construction and survey.



Wolter Consulting Group Pty Ltd (ACN147 343 084) hereby certify that the details shown in this sketch plan are correct.

Notes:
Exclusive use areas are defined by structural features unless dimensioned.

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Authorised Delegate Date

STAGE 2

Sketch of Exclusive Use Areas
over part of Common Property on
SP304592 Level A

Surveyor		
Date Drawn	Sheet	of
27-04-2018	1	3
Drawing Number	Version	
SB3789-05	A	

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Planning Urban Design Landscape Environment Surveying

Scale 1:750 @ A4
Lengths are in Metres.

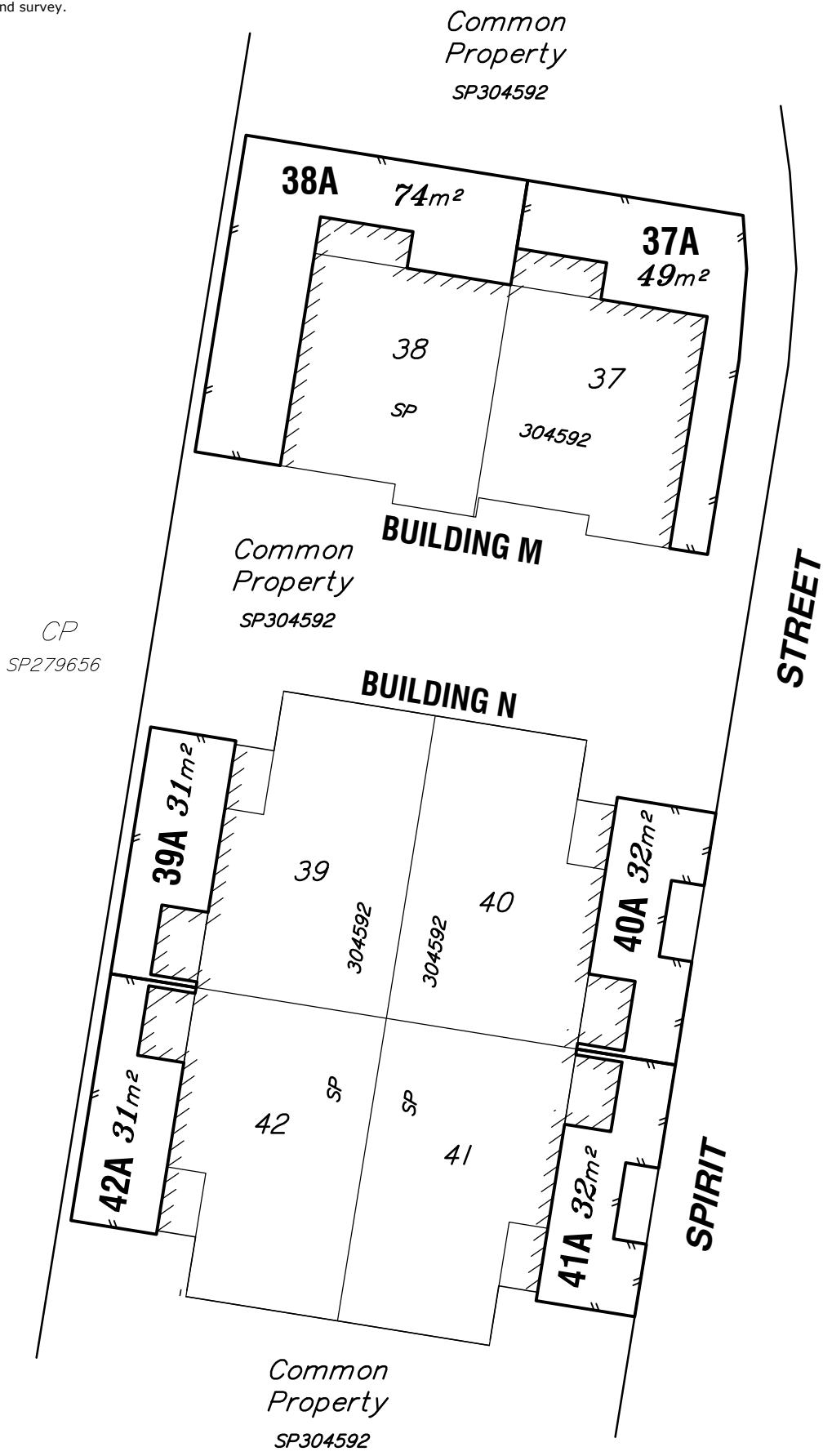
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

PRELIMINARY

NOTES

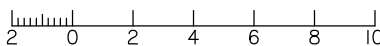
Areas and dimensions are approximate only and are subject to construction and survey.



LEVEL A

-  Denotes face of building/edge of concrete
-  Denotes line of fence
-  IFR Denotes intersection of fence rails

Scale 1:250 @ A4
Lengths are in Metres.



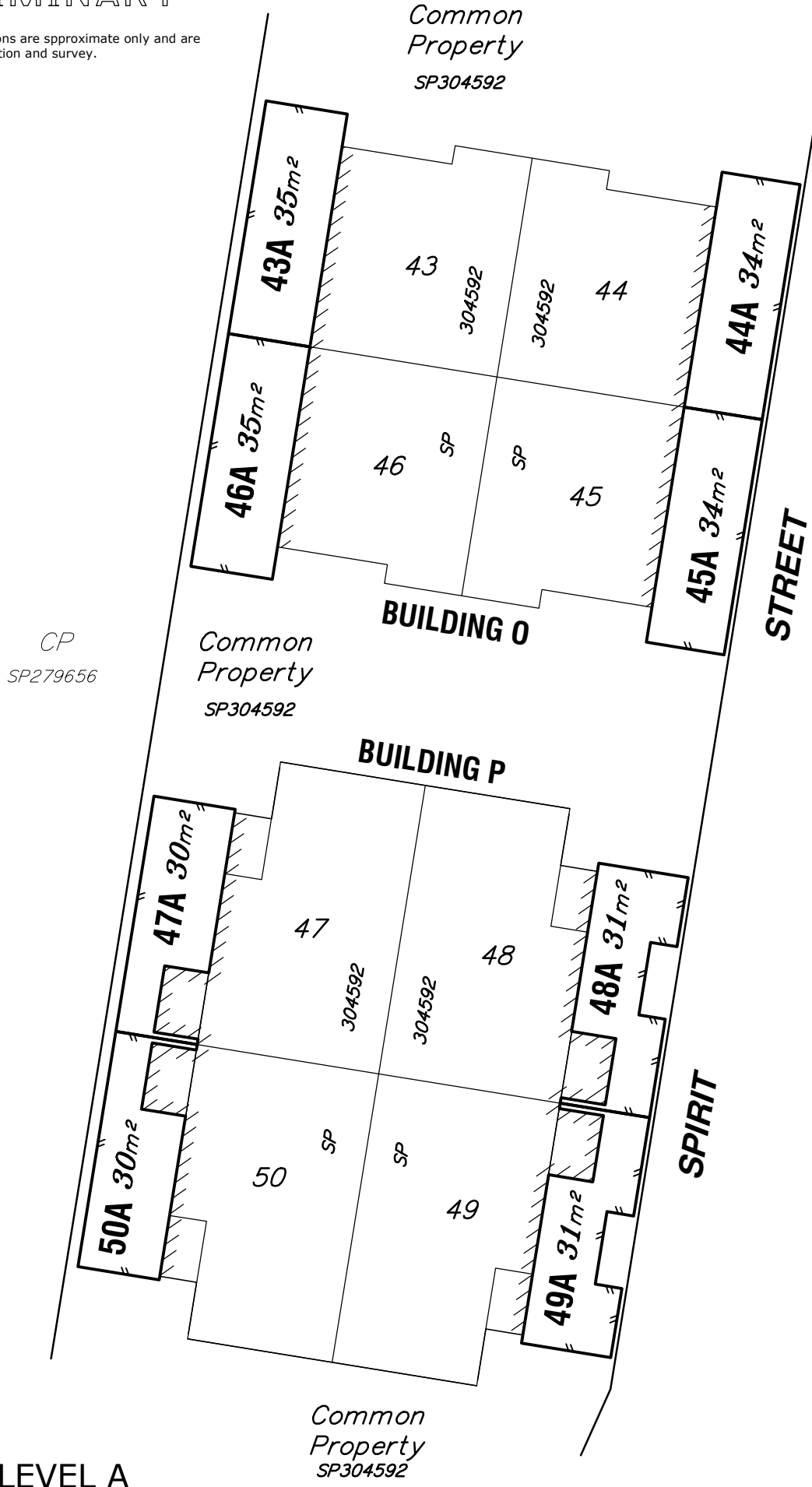
STAGE 2

Drawing Number
SB3789-05

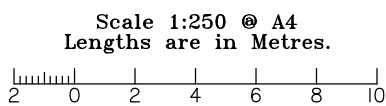
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Version	A

PRELIMINARY

NOTES
Areas and dimensions are approximate only and are subject to construction and survey.



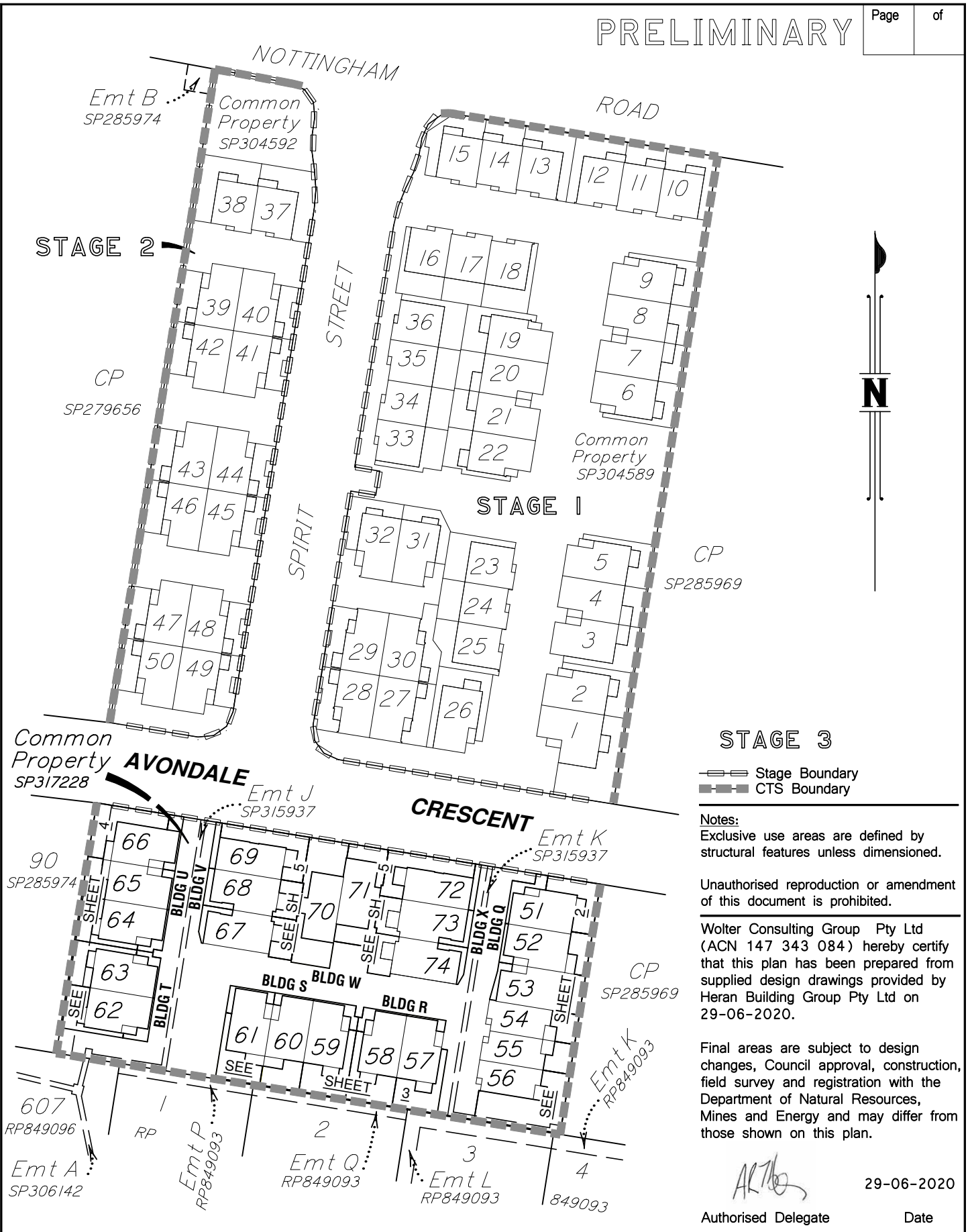
- Denotes face of building/edge of concrete
- Denotes line of fence
- IFR Denotes intersection of fence rails



STAGE 2

Drawing Number
SB3789-05

Sheet	No
3	3
Version	A



STAGE 3

- Stage Boundary
- CTS Boundary

Notes:
 Exclusive use areas are defined by structural features unless dimensioned.

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Wolter Consulting Group Pty Ltd (ACN 147 343 084) hereby certify that this plan has been prepared from supplied design drawings provided by Heran Building Group Pty Ltd on 29-06-2020.

Final areas are subject to design changes, Council approval, construction, field survey and registration with the Department of Natural Resources, Mines and Energy and may differ from those shown on this plan.

29-06-2020

Authorised Delegate

Date

WOLTER
consulting group

Planning
 Urban Design
 Landscape
 Environment
 Surveying

Scale 1:1000 @ A4
 Lengths are in Metres.

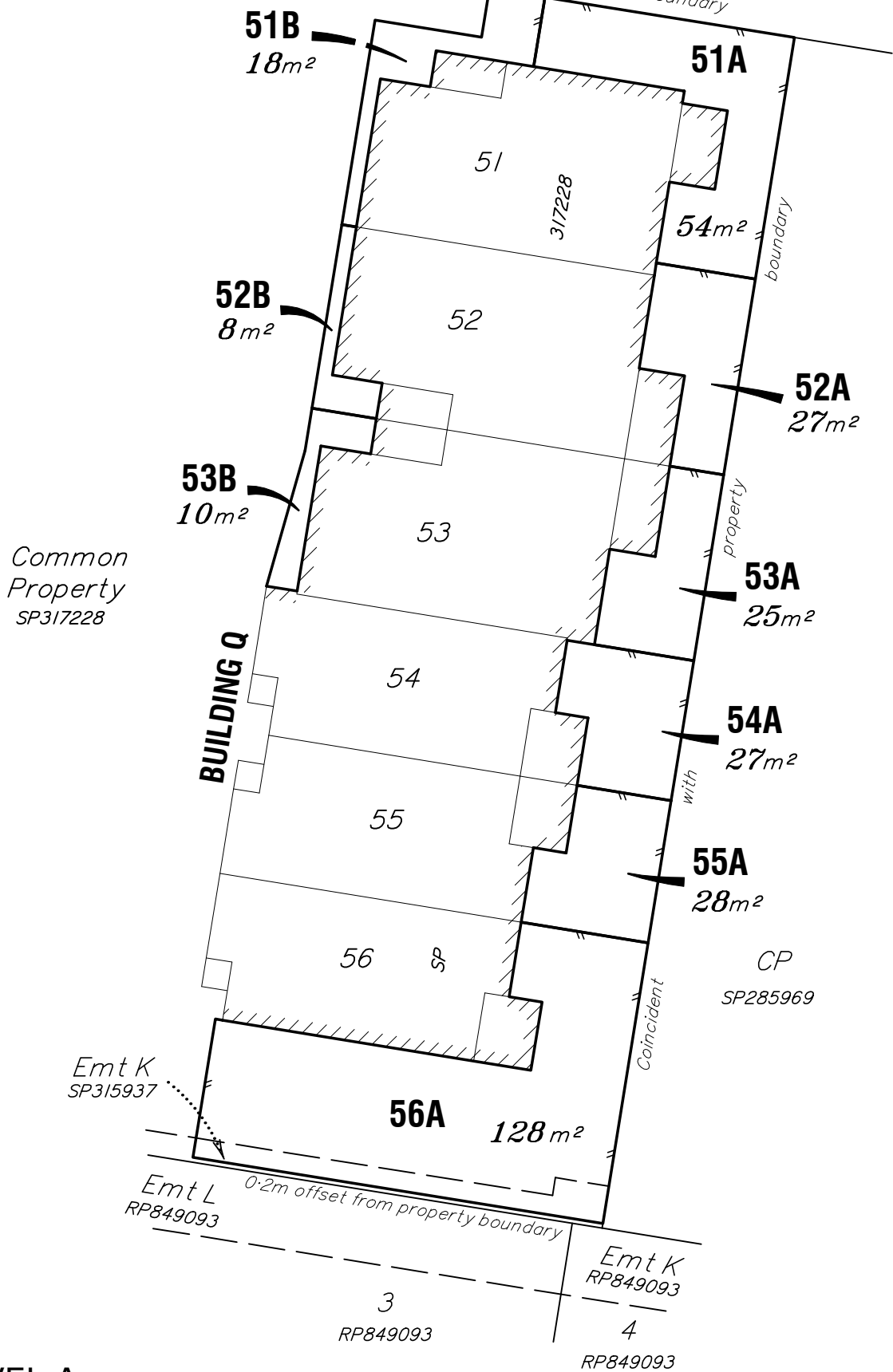
Sketch of Exclusive Use Areas
 in Common Property on SP317228
 Level A
 Nottingham Residences CTS
 Title Reference:

Surveyor N.Donaldson	Stage 3
Date Drawn 29-06-2020	Sheet of 1 5
Drawing Number SB3789-4_10	Version B

PRELIMINARY

AVONDALE CRESCENT

Coincident with property boundary



Common Property
SP317228

BUILDING Q

Emt K
SP315937

Emt L
RP849093

0.2m offset from property boundary

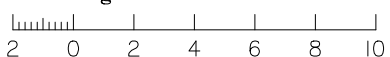
3
RP849093

Emt K
RP849093
4
RP849093

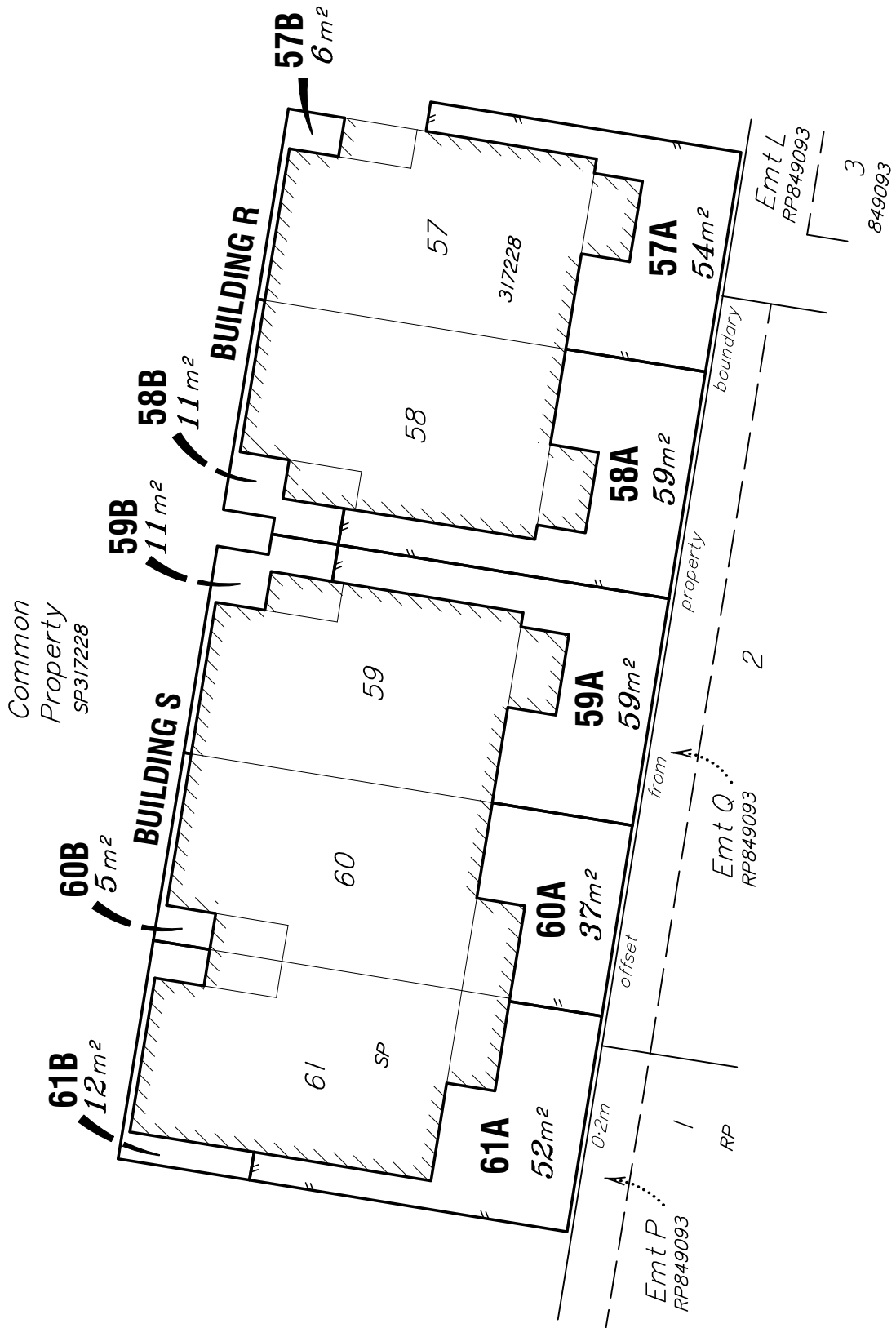
LEVEL A

- Denotes face of building
- Denotes edge of concrete
- Denotes line of fence
- IFR Denotes intersection of fence rails

Scale 1:250 @ A4
Lengths are in Metres.

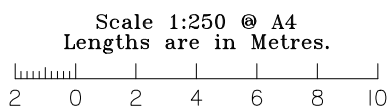


Sheet	No
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Drawing Number	Version
SB3789-4_10	B



LEVEL A

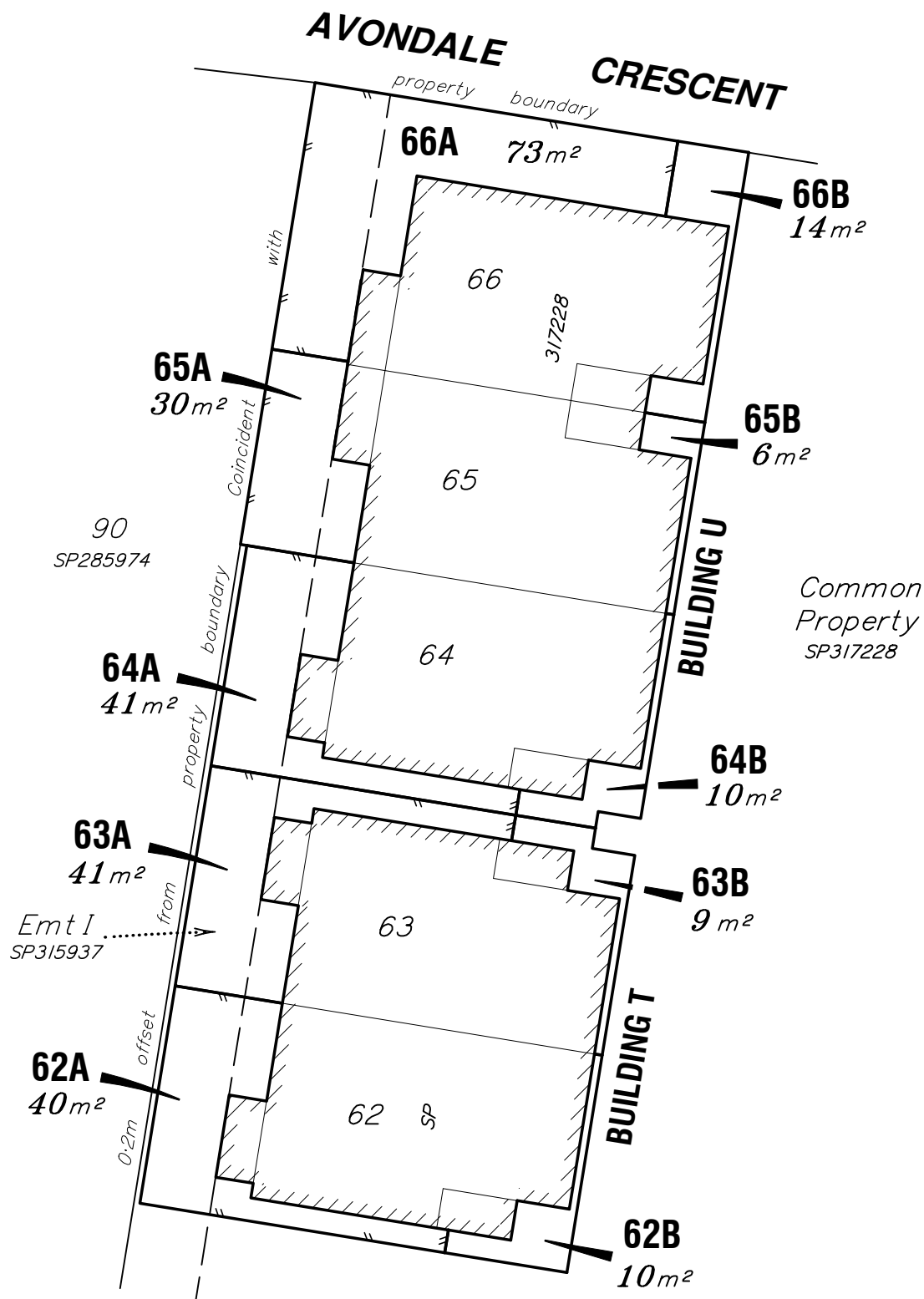
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Drawing Number	Version
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PRELIMINARY

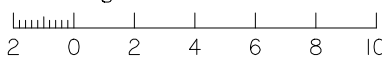
PRELIMINARY



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Scale 1:250 @ A4
Lengths are in Metres.







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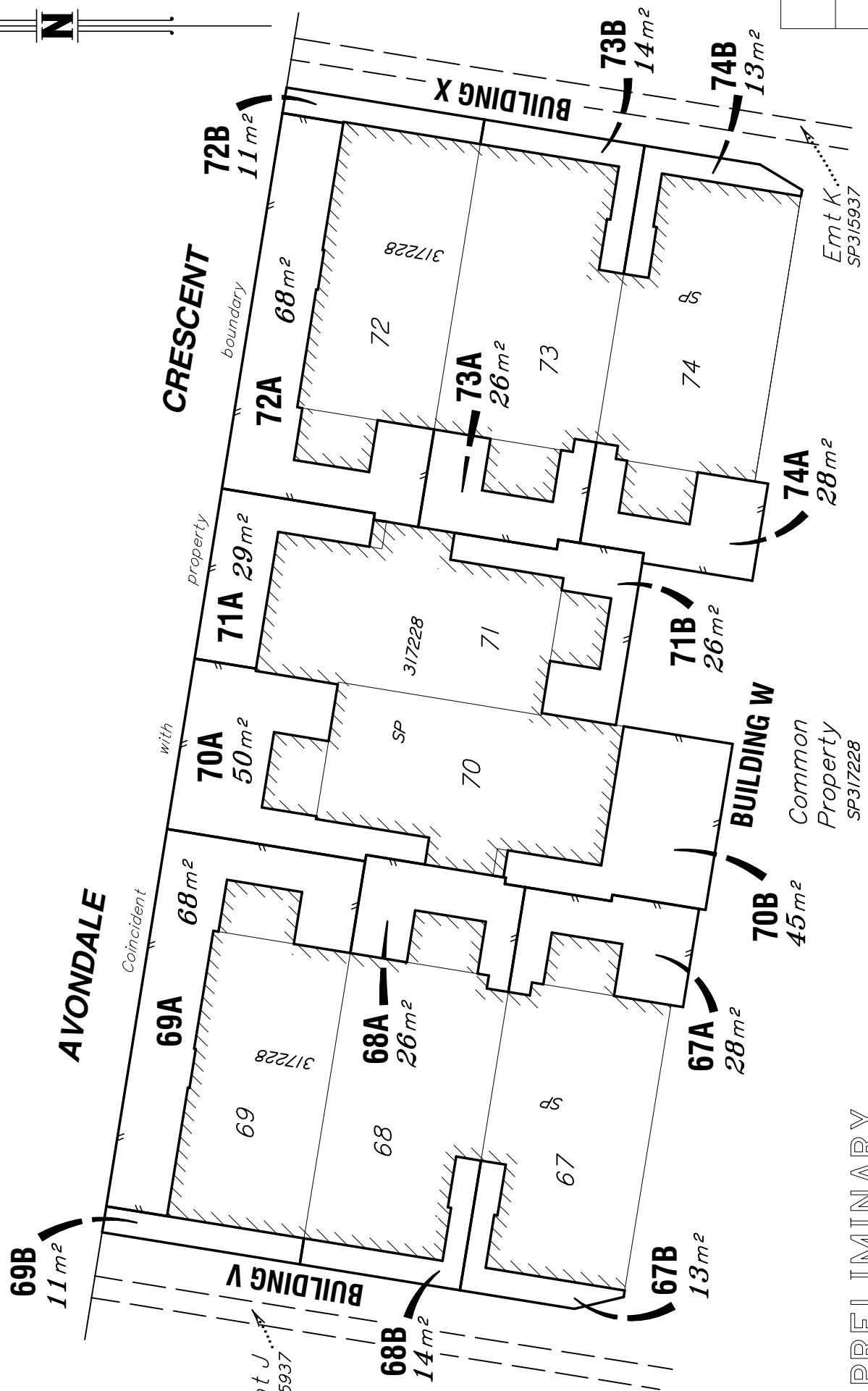
Drawing Number
SB3789-4_10

Version
B



LEVEL A

-  Denotes face of building
-  Denotes edge of concrete
-  Denotes line of fence
-  IFR Denotes intersection of fence rails



Scale 1:250 @ A4
Lengths are in Metres.

Drawing Number
SB3789-4_10

Sheet	No	Version
5	5	B

PRELIMINARY

Annexure "C"

Water Quality Maintenance Plan

To be inserted

"C"

SPEL ENVIRONMENTAL INTEGRATED WATER SOLUTIONS



SPELFilter

Operation & Maintenance Manual

www.spel.com.au

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Introduction

Understanding how to correctly and safely maintain the SPELFilter is essential for the preservation of the filter's condition and its operational effectiveness. The SPELFilter is a highly engineered stormwater filtration device designed to remove sediments, heavy metals, nitrogen and phosphorus from stormwater runoff.

The filters can be housed in either a concrete or fibreglass structure that evenly distributes the flow between cartridges. Flow through the filter cartridges is gravity driven and self-regulating, which makes the SPELFilter system a low maintenance, high performance stormwater treatment device.

This manual will provide the necessary steps that are to be taken to correctly and efficiently ensure the life of the SPEL Filter product.



Specifications/Features

SPEL Environmental manufactures two height cartridges for varying site constraints as shown below. Each cartridge is designed to treat stormwater at a flow rate of 1.47 Litres per second and 2.83 Litres per second for the half-height cartridge (model No. SF.14-EMC) and full-height cartridge (model No. SF.29-EMC) respectively.

SPEL Filter - SF.14-EMC



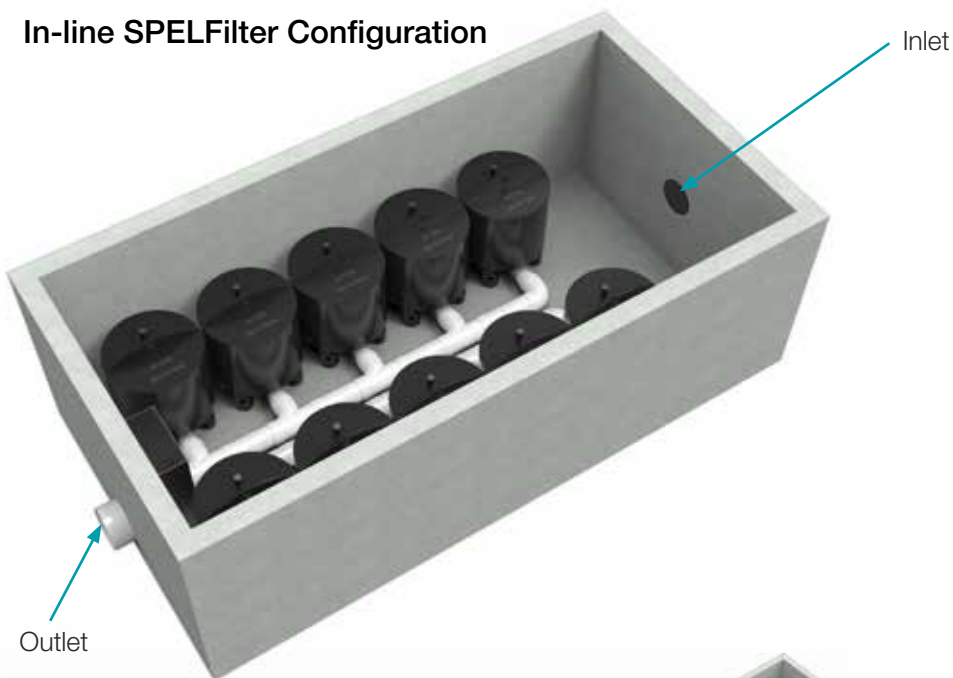
SPEL Filter - SF.29-EMC



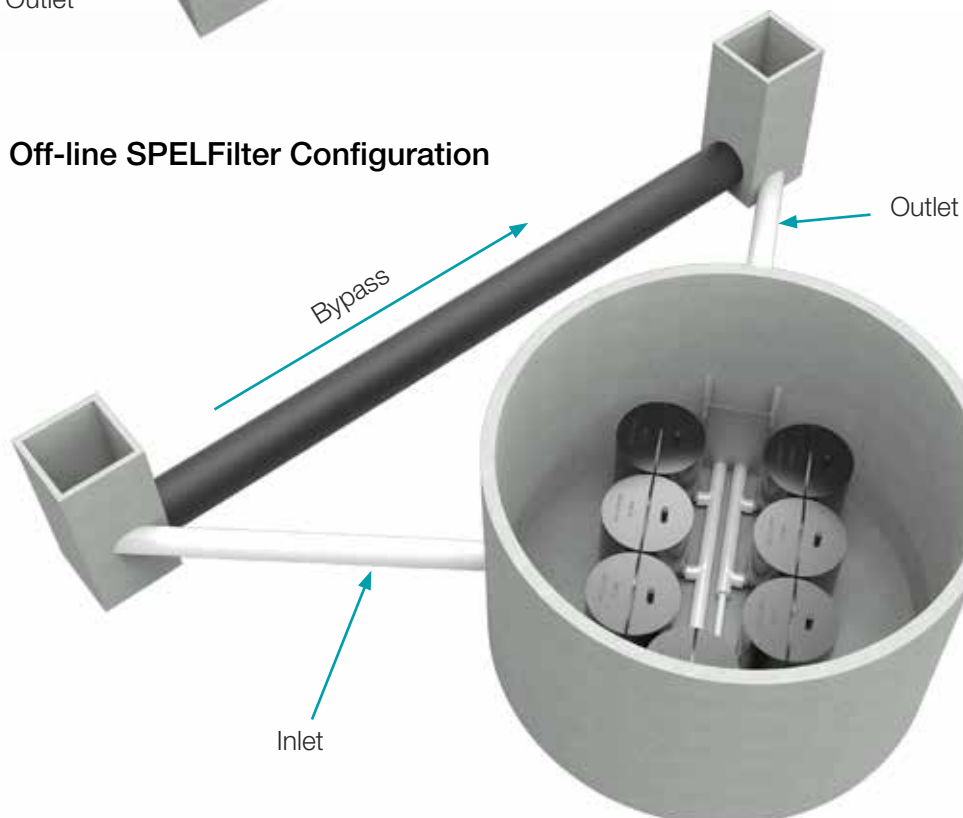
System Configuration

SPELFilter cartridges are installed in concrete or fibreglass tanks commonly referred to as 'vaults'. The vault selection and configuration are based on site characteristics and/or constraints; computational stormwater quality modelling; and selected SPELFilter models. Typical SPELFilter system configurations are shown below.

In-line SPELFilter Configuration



Off-line SPELFilter Configuration



Health and Safety

A. Personal Health & Safety

When carrying out the necessary installation operations of the SPEL Filter all contractors and staff personnel must comply with all current workplace health and safety legislation. The below measures should be adhered to as practically as possible.

- Comply with all applicable laws, regulations and standards
- All those involved are informed and understand their obligations in respect of the workplace health and safety legislation.
- Ensure responsibility is accepted by all employees to practice and promote a safe and healthy work environment.

B. Personal Protective Equipment / Safety equipment

When carrying out the necessary installation operations of the SPEL Filter, wearing the appropriate personal protective equipment and utilising the adequate safety equipment is vital to reducing potential hazards. Personal protective equipment / safety equipment in this application includes:

- Eye protection
- Safety apron
- Fluorescent safety vest
- Form of skin protection
- Puncture resistant gloves
- Steel capped safety boots
- Ear muffs
- Hard hat/s
- Sunscreen



Vaults are to be treated as confined space. Entry by permit only.



Monitor weather conditions prior to operation maintenance. Do not enter a vault during an episode of heavy rain as this can create a risk of drowning.

C. Confined space

In the event access is required into the vault, confined space permits will be required which is not covered in this manual. Typical equipment required for confined space entry include:

- Harness
- Gas detector
- Tripod
- Spotter

D. Traffic Control

It is not uncommon for SPEL Filter cartridges to be installed underneath trafficable areas. Minimum traffic control measures will need to be put in place in accordance with traffic control plans set out by respective local and state road authorities.



Maintenance frequency

The SPELFilter's design allows for a greater life span when frequently maintenance. Maintenance is broken up into three categories which include: standard inspection; general cleaning; and cartridge replacement.

Standard inspection

Standard inspections are conducted at regular four-month intervals. At this time, an approved trained maintenance officer or SPEL representative shall undertake all measures outlined in Maintenance Procedure, Standard Inspection.

General Cleaning

At the end of each standard inspection, trigger measures will identify if general cleaning is required. General cleaning will need to be executed immediate during standard inspections if the follow triggers are satisfied:

- Build-up of debris/pollutants within the vault greater than 150mm;
- Accumulation of debris/pollutants on the outlet chamber of the SPELFilter vault;
- After large storm events, tidal or flooding impacts at the request of the owner;

Cartridge Replacement

Stormwater treatment is dependent on the effectiveness of the SPELFilter cartridge system. As the SPELFilter ages, pollutants will inundate the cartridge and ultimately reduce the treatment flow rate. At this point, a SPELFilter flow test apparatus will be utilised to determine if replacement cartridges are required.

Based on the [site] concept modelling (MUSIC) and previous industry experience, we estimate the life of the SPELFilter to be between 6 - 8 years. As a minimum requirement, each SPELFilter cartridge should be replaced within 10 years.

The life cycle of the SPELFilter can be impacted if standard inspections and general maintenance is not undertaken in accordance with this operation and maintenance manual. Other factors that will affect the above life cycle of the SPELFilter include:

- Installation of cartridge system during construction phase and impacted by construction sediment loads;
- Neglecting to install pre-treatment using an industry approved GPT or a surface inlet pit trash bag such as the SPEL StormSack.
- Unforeseen environmental hazards affecting the SPELFilter functionality.

Maintenance Procedure

Stormwater pollutants captured and retained by the SPELFilter system need to be periodically removed to ensure environmental values are upheld. All associated maintenance works is heavily dependent on the site's operational activities and generated stormwater pollutants. To ensure the longevity of the installed SPELFilter treatment system, it is imperative that the procedures detailed in this manual are followed and all appropriate measures are actioned immediately.

Standard inspection

The standard inspection requires personal experience of SPEL products to visual inspection the vault and filter conditions.

Confined space requirements may not be required if a full inspection and assessment of each SPELFilter can be achieved at surface level without being deemed a confined space entry.

The standard inspection requires personal experience of SPEL products to visual inspection the vault and filter conditions.

Confined space requirements may not be required if a full inspection and assessment of each SPELFilter can be achieved at surface level without being deemed a confined space entry.

Site Inspection Procedures

1. Implement Pre-start safety measures.

Ensure that the area in which operational works are to be carried out is cordoned off, to prevent unauthorised access. Adequate safety barriers must be erected. Area in which work is to be carried out must be clean, safe and hazard free. (Refer to figure 4.)

2. Set-up Gantry Tri-pod above Manhole.

Assemble and position the gantry above the manhole safely and as practically as possible. Attach the winch or chain block to the gantry for lifting the SPEL Filters. Perform safety procedures ie. Attach harnesses etc. (if confined space).

3. Open manhole lid.

Once you have sent up the Gantry and ensured that the area is safe to operate in, you can proceed to open the manhole lid, using lid lifters.

4. Conduct Gas tests. (If tank is classed confined space)

Once the lids have been removed to a safe distance to prevent tripping, you must then proceed to conduct gas tests. Perform necessary gas tests according to the confined space regulations.

5. Once confined space has been deemed safe to operate in, enter tank safely.

Once you have carried out the required gas test and the work area is deemed safe, you may then enter the pit via a ladder or winch system to assess the work area you will be operating in. Ensure all confined space

6. SPELFilter system assessment.

Perform a review of the SPELFilter system using the SPELFilter assessment report/checklist. Sign off and forward a copy of the report to property manager and SPEL representative.

7. Reinstate SPELFilter system and disposal.

At the completion of the site inspection, ensure the site is reinstated back to its initial state and all pollutants are removed from the site in line with pollutant disposal procedures.

8. Sign off and forward a copy of the report to property manager and SPEL representative.

Maintenance Procedure (cont.)

General Cleaning

Vacuum out of Filter tank, removal and disposal of pollutants

At the completion of a standard inspection, general cleaning may be deemed necessary immediately or scheduled for a future date. Steps undertaken for general cleaning should be in general accordance with the procedure outlined below but not limited.

1. Implement Pre-start safety measures.

Ensure that the area in which operational works are to be carried out is cordoned off, to prevent unauthorised access. Adequate safety barriers must be erected. Area in which work is to be carried out must be clean, safe and hazard free. (Refer to figure 4.)

2. Set-up Gantry Tri-pod above Manhole.

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Once you have carried out the required gas test and the work area is deemed safe, you may then enter the pit via a ladder or winch system to assess the work area you will be operating in. Ensure all confined space

6. SPELFilter system assessment.

Perform a review of the SPELFilter system using the SPELFilter assessment report/checklist.

7. Pollutant removal from tank.

Perform clean-up using a licenced vacuum truck contractor or wet/dry vacuum, depending on level of sediment built up and/or tank size.

8. Reinstate SPELFilter system and disposal.

At the completion of the site inspection, ensure the site is reinstated back to its initial state and all pollutants are removed from the site in line with pollutant disposal procedures.

9. Sign off and forward a copy of the report to property manager and SPEL representative.

Maintenance Procedure (cont.)

Cartridge Replacement

SPEL Filter replacement procedures may vary depending on the configuration of the SPEL Filters, the type of vault and engineers specs. Replacement instructions for manhole SPEL Filter systems and precast vault SPEL Filter systems are contained in this section.

Custom SPEL Filter systems may have particular replacement issues that will be addressed during the design.

At the completion of a standard inspection, SPEL Filter replacement may be deemed necessary immediately or scheduled for a future date. Steps undertaken for cartridge replacement should be in general accordance with the procedure outlined below but not limited.

1. Implement Pre-start safety measures.

Ensure that the area in which operational works are to be carried out is cordoned off, to prevent unauthorised access. Adequate safety barriers must be erected. Area in which work is to be carried out must be clean, safe and hazard free.

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Assemble and position the gantry above the manhole safely and as practically as possible. Attach the winch or chain block to the gantry for lifting the SPEL Filters. Perform safety procedures ie. Attach harnesses etc. (if confined space).

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Once the lids have been removed to a safe distance to prevent tripping, you must then proceed to conduct gas tests. Perform necessary gas tests according to the confined space regulations.



5. Once confined space has been deemed safe to operate in, enter tank safely.

Once you have carried out the required gas test and the work area is deemed safe, you may then enter the pit via a ladder or winch system to assess the work area you will be operating in. Ensure all confined space procedures are followed.

6. Remove exhausted cartridges.

Disconnect all internal pipe work from inside the vault. Un-bolt anti-floatation measures and remove cartridges from the vault using Gantry Tri-pod method.

7. Pollutant removal.

Using a wet/dry vacuum or sucker truck, suck out all the residual pollutant from the vault.

8. Install pipework and SPEL Filters.

Please refer to the below standard install diagrams for the SPEL Filters. Then refer to your site specific drawings, as site requirements may require something different to the standard layout. Lower filters into tank, position into place, connect filter outlet pipework with the supplied fittings.

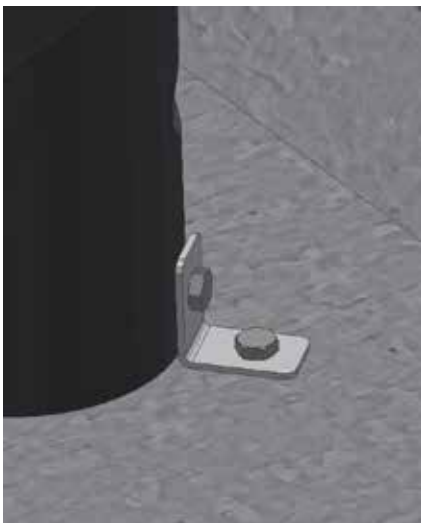
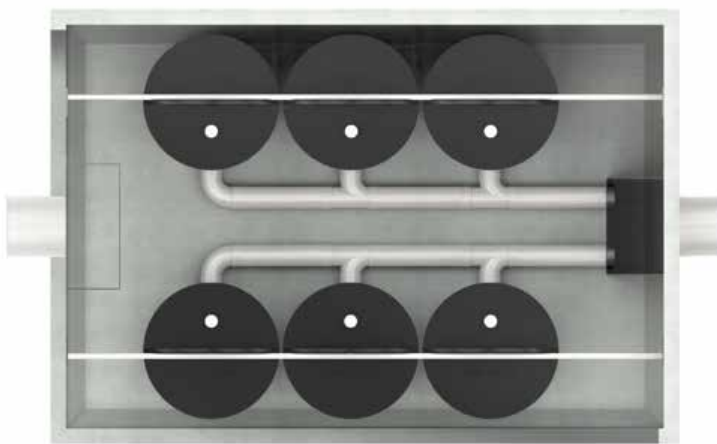
9. Install anti-floatation system.

Please refer refer to the detailed drawings showing how the Anti – Floatation (Anchor) bars are to be installed.

10. Sign off and forward a copy of the report to property manager and SPEL representative.

Cartridge Replacement (cont.)

**Standard install with PVC
Outlet pipework and anti
floatation bars**



Alternative anti-floatation
bolt down system



Site Exit and Clean Up

At the end of the scheduled maintenance, approved contractors or SPEL maintenance crew are required to reinstate the site to pre-existing conditions. Steps included but limited to are:

- Ensure all access covers are securely inserted back into their frames;
- Remove and dispose collected pollutants from the site in accordance with local regulator authorities;
- Retrieve all traffic control measures and maintenance tools; and
- Return all exhausted and/or damaged SPEL products to SPEL Environmental to begin recycling program.





HEAD OFFICE

100 Silverwater Road, Silverwater NSW 2128 Australia

PO Box 6144 Silverwater NSW 1811 Australia

Phone: + 61 2 8705 0255

Fax: +61 2 8014 8699

www.spel.com.au

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Model Number

Job Number

SPEL Filter

INSTALLATION MANUAL

www.spel.com.au

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Introduction

Understanding how to correctly and safely install the SPEL Filter is essential for the preservation of the filter's condition and its operational effectiveness.

The SPEL Filter is a highly engineered Stormwater filtration device designed to remove fine sediments, heavy metals, nitrogen and phosphorus from stormwater runoff.

The SPEL Filter relies on a spiral wound media filter cartridge. The Filters can be housed in either a concrete or fiberglass structure that evenly distributes the flow between cartridges. Flow through the filter cartridges is gravity driven and self-regulating, which makes the SPEL Filter system a low maintenance, high performance stormwater treatment device.

This manual will provide the necessary steps that are to be taken to correctly and efficiently install the SPEL Filter product.



Figure 1. SPEL Filter Specifications

SPEL Filter Vault Types

There are three vault types, which the SPEL Filter can be installed into:

1. Precast Vault: Monolithically poured concrete vault (Base and walls)
2. Cast in place vault: Custom designed for site.
3. Fiberglass Vault: Must be made by an approved supplier.

Spel Filter Install Prerequisites:

- Vault must be clean from all debris, etc.
- Vault must be easily accessible.
- 900 x 900mm Lid must be installed correctly and operational.
- Structure of the tank must be safe and hazard free.



Figure 2. SPEL Filter install

Health and Safety

a. Personal Health & Safety

When carrying out the necessary installation operations of the SPEL Filter all contractors and staff personnel must comply with all current workplace health and safety legislation.

The below measures should be adhered to as practically as possible.

- Comply with all applicable laws, regulations and standards
- All those involved are informed and understand their obligations in respect of the workplace health and safety legislation.
- Ensure responsibility is accepted by all employees to practice and promote a safe and healthy work environment.

b. Personal Protective Equipment / Safety equipment

When carrying out the necessary installation operations of the SPEL Filter, wearing the appropriate personal protective equipment and utilising the adequate safety equipment is vital to reducing potential hazards. Personal protective equipment / safety equipment in this application includes:

- Eye protection
- Safety apron
- Fluorescent safety vest
- Form of skin protection
- Puncture resistant gloves
- Steel capped safety boots
- Ear muffs
- Hard hat/s
- Sunscreen

c. If classed as confined space

- Harness
- Gas detector
- Tripod
- Spotter



Figure 3. Safety Materials



Materials Required To Install Spel Filters

When installing the SPEL Filter, having the necessary tools and equipment is vital to efficiently and effectively installing the SPEL Filters.

Tools that will be required include:

- PVC Pipe Primer
- PVC Pipe Cement
- Hammer Drill
- Hammer
- Hole saw
- Battery / Power Drill
- Hack Saw
- Ratchet Kit
- Shovel
- Tripod
- Winch/Chain block for lowering Filters into vault
- Ladder
- Sikaflex Gun

Items/products that will be included:

- SPEL Filter/s
- Weir wall & Fixings
- Energy Dissipater (if required)
- Pipework & Fittings
- Fixings
- Anti - Floatation brackets



Figure 4. SPEL Filter install set-up

SPEL Filter Installation

SPEL Filter installation procedures may vary depending on the configuration of the SPEL Filters, the type of vault and engineers specs. Installation instructions for manhole SPEL Filter systems and precast vault SPEL Filter systems are contained in this section.

Custom SPEL Filter systems may have particular installation issues that will be addressed during the design.

INSTALLATION OF A SPEL FILTER SYSTEM PROCEEDURE

1. Implement Pre-start safety measures.

Ensure that the area in which operational works are to be carried out is cordoned off, to prevent unauthorised access. Adequate safety barriers must be erected. Area in which work is to be carried out must be clean, safe and hazard free. (Refer to figure 4.)

2. Set-up Gantry Tri-pod above Manhole.

Assemble and position the gantry above the manhole safely and as practically as possible. Attach the winch or chain block to the gantry for lifting the SPEL Filters. Perform safety procedures ie. Attach harnesses etc. (if confined space).

3. Open manhole lid.

Once you have sent up the Gantry and ensured that the area is safe to operate in, you can proceed to open the manhole lid, using lid lifters.

4. Conduct Gas tests. (If tank is classed confined space)

Once the lids have been removed to a safe distance to prevent tripping, you must then proceed to conduct gas tests. Perform necessary gas tests according to the confined space regulations.

5. Once confined space has been deemed safe to operate in, enter tank safely.

Once you have carried out the required gas test and the work area is deemed safe, you may then enter the pit via a ladder or winch system to assess the work area you will be operating in. Ensure all confined space procedures are followed.

6. Set up weir wall over outlet pipe and energy dissipater over inlet pipe (if required).

When installing the weir wall you must ensure that it is securely bolted to the tank wall and completely sealed. Centre the aluminium weir over the outlet pipe and fix weir to tank wall with the supplied fixings. Then use Sikaflex to seal around the edge of the weir and filter outlet pipework.

7. Install pipework and SPEL Filters.

Please refer to the below standard install diagrams for the SPEL Filters. Then refer to your site specific drawings, as site requirements may require something different to the standard layout. Lower filters into tank, position into place, connect filter outlet pipework with the supplied fittings.

8. Install anti – floatation bars.

Please refer refer to the detailed drawings showing how the Anti – Floatation (Anchor) bars are to be installed.

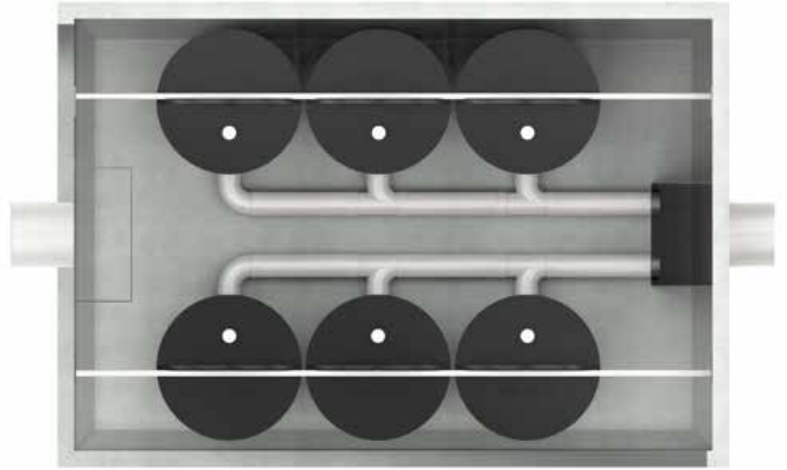


Figure 5. Standard install with PVC Outlet pipework

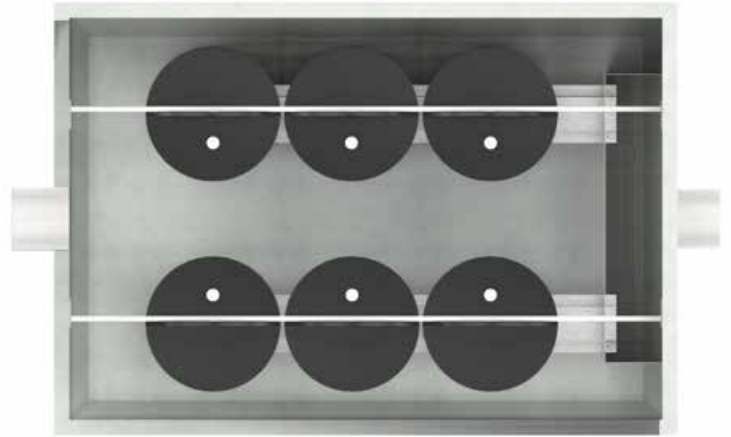


Figure 6. Standard install with Channel system Outlet pipework



Figure 7. Standard install with Channel system Outlet pipework



HEAD OFFICE

PO Box 6144
Silverwater NSW 1811

100 Silverwater Rd
Silverwater NSW 2128

Phone: +61 2 8705 0255

Fax: +61 2 8014 8699



DESIGN OFFICES

New South Wales 61 2 8705 0255

Canberra 61 2 6128 1000

Queensland 61 7 3271 6960

Victoria & Tasmania 61 3 5274 1336

South Australia 61 8 8275 8000

West Australia 61 8 9350 1000

Northern Territory 61 2 8705 0255

New Zealand 64 9 276 9045



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Model Number

Job Number

StormSack[®] installation manual

www.spel.com.au

Purpose

The purpose of this manual is to indicate the safest and most efficient method in installing the SPEL StormSack

Personal protective equipment

The following personal protective equipment is required by staff for install activities:

- High visibility vest or shirt
- Safety footwear (Steel cap toe)
- Gloves (leather palmed riggers gloves or similar)

Note: Personnel on construction and private sites must also adhere to the specific safety requirements of each work site

Tools required for installation

- Tape measure
- Marker pen/texta
- Gloves
- Safety glasses
- Hearing protection
- Level/straight edge
- Grinder

Pre-Installation works (To be completed by others)

1. Inlet pits shall be clean prior to installation by either a "sucker truck" or manual methods
2. All solidified material and debris within the inlet pit shall be broken-out and removed.
3. Cleaning shall be carried out up to 1 week immediately prior to installation
4. Any standing water shall be removed from the inlet pit
5. Any pipe penetrations within the inlet pit must cut off flush with pit walls and rendered prior to installation

Installation

The aim of all StormSack installations is to install the largest unit into each pit, without influencing the hydraulic performance of the pit or drainage system. To provide clarification on certain aspects of the installation the following tolerances are included

1) Tools Required

- Tape measure
- Marker pen/texta
- Gloves
- Safety glasses
- Hearing protection
- Level/straight edge
- Grinder



2) Set up safety cones around pit before opening



3) Remove grates from pit ready for StormSack installation



4) Measure length & width of grate support ledge for StormSack to sit on



5) Use measuring tape and marker to mark plastic StormSack support sheet to be cut off



6) Use level/straight edge to mark a straight cutting line



7) Use angle grinder with cutting blade or similar to cut plastic StormSack support sheeting to match opening size



8) Once the plastic StormSack support sheet has been trimmed to suit grate opening simply install into grate support ledge



9) Re-install grates





HEAD OFFICE

PO Box 6144
Silverwater NSW 1811

100 Silverwater Rd
Silverwater NSW 2128

Phone: +61 2 8705 0255

Fax: +61 2 8014 8699



DESIGN OFFICES

New South Wales 61 2 8705 0255

Canberra 61 2 6128 1000

Queensland 61 7 3271 6960

Victoria & Tasmania 61 3 5274 1336

South Australia 61 8 8275 8000

West Australia 61 8 9350 1000

Northern Territory 61 2 8705 0255

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Model Number

Job Number

SPEL StormSack

OPERATIONS & MAINTENANCE

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Manual Introduction

Maintenance of the SPEL StormSack is essential to preservation of its condition to ensure lifetime operational effectiveness.

The SPEL StormSack is a highly engineered water quality device that is deployed directly in the stormwater system as primary treatment to capture contaminants close to the surface. To ensure full operational capacity, it is vital to ensure that the pollutants it captures are periodically removed, and filtration components are thoroughly cleaned.

Maintenance frequencies and requirements of the SPEL StormSack are dependent on the biological factors of the site in which it is situated. These factors can include excessive sediment loading or occurrence of toxic chemicals due to the natural and unnatural factors such as site erosion, chemical spills or extreme storms.

This manual has been designed by the SPEL StormSack Manufacturer the client or device owner in the maintenance of the SPEL StormSacks.

This manual should be used in conjunction with the relevant site traffic management and safety plans, as well as any other provided documentation from SPEL.

SPEL StormSack Specifications/Features

CHAPTER 2

1. General Description

The SPEL StormSack provides effective filtration of solid pollutants and debris typical of urban runoff, while utilising the existing or new storm drain infrastructure. The StormSack is designed to rest on the flanges of conventional catch basin frames and is engineered for most hydraulic and cold climate conditions.

Components:

- a. Adjustable Flange and Deflector: Aluminium Alloy 6063-T6
- b. Splash Guard: neoprene rubber
- c. StormSack: woven polypropylene geotextile with US Mesh 20
- d. Corner Filler: Aluminium Allow 5052-H32
- e. Lifting Tabs: Aluminium Allow 5052-H32
- f. Replaceable Oil Boom: polypropylene 3 inch (76 mm) diameter
- g. Mesh Liner: HDPE, diamond configuration
- h. Support Hardware: CRES 300 Series

Sizes:

STANDARD SPEL STORMSACK TO SUIT PIT SIZES

- 450x450mm
- 600x600mm
- 900x600mm
- 900x900mm

Custom sizes (i.e. 1200x900mm) can be manufactured on short lead times.

1. Personal Health & Safety

When carrying out maintenance operations of the SPEL StormSack all contractors and staff personnel must comply with all current workplace health and safety legislation.

The below measures should be adhered to as practically as possible:

- Comply with all applicable laws, regulations and standards
- All those involved are informed and understand their obligations in respect of the workplace health and safety legislation.
- Ensure responsibility is accepted by all employees to practice and promote a safe and healthy work environment.

2. Personal Protective Equipment

When carrying out maintenance operations of the SPEL StormSack, wearing the appropriate personal protective equipment is vital to reducing potential hazards. Personal protective equipment in this application includes:

- Eye protection
- Safety apron
- Fluorescent safety vest
- Form of skin protection
- Puncture resistant gloves
- Steel capped safety boots



3. Maintenance of the SPEL StormSacks is a specialist activity.

When carrying out maintenance operations of the SPEL StormSack, factors such as equipment handling methods, pollutants and site circumstances can impose potential risks to the maintainer and nearby civilians.

4. Captured Pollutants

The material captured by the SPEL StormSack can be harmful and needs to be handled correctly. The nature and amount of the captured pollutants depends on the characteristics of the site. Pollutants can include from organic material such as leaves and sticks through to debris such as plastics, glass and other foreign objects such as syringes.

5. Site Circumstances

It is essential that Occupational Safety and Health guidelines and site specific safety requirements are followed at all times. It is important that all following steps specified by SPEL are carried out to ensure safety in the entire maintenance operation. The general workplace hazards associated with working outdoors also need to be taken into account.

6. Equipment Handling

Handling activities such as a removing the drain grate a well as managing pedestrians and other non-worker personnel at the site should be exercised in accordance with specified safety procedures and guidelines.

7. Confined Spaces

Confined space entry procedures are not covered in this manual. It is requested that all personnel carrying out maintenance of the SPEL StormSack must evaluate their own needs for confined space entry and compliance with occupational health and safety regulations

When maintenance operations cannot be carried out from the surface and there is a need to enter confined space, only personnel that currently hold a Confined Space Entry Permit are allowed to enter the confined space. All appropriate safety equipment must be worn, and only trained personnel are permitted to use any required breathing apparatus gear. Necessary measures and controls must always be exercised to meet the confined space entry requirements. Non trained staff are not permitted to participate in any confined space entries.

8. Traffic Management

Typically stormwater gully pits are situated on roads and carparks, or adjacent to roads in a footpath or swale. As traffic requirements vary depending on the circumstance of the site, separate traffic control plans should be prepared for each site.

The specific road safety requirements for each site can be obtained from the relevant road authority to ensure all maintenance operations comply with the laws and regulations. State government publications can also be useful to find out the signage requirements, placement of safety cones and barricades that are required when working on public roads.

1. General Monitoring

The SPEL Stormsack must be checked on a regular basis to analyse whether it requires maintenance or cleaning.

As gully pit grates are usually quite heavy, it is vital to exercise the correct lifting techniques and also ensure that the area surrounding the open pit is shielded from access of non-work personnel.

To ensure optimal performance of the SPEL Stormsack, the material collected by the filter bag should not exceed the level of approximately a half to two thirds of the total bag depth. When this material collected is showing signs of exceeding this level they should be scheduled to be emptied.

It is also recommended that additional monitoring is conducted following moderate to extreme rainfall events, especially when previous months have had little or no rainfall.



2. Gully Pit Cover Removal

Opening a Hinged Pit Cover

- A. Insert the lifting hooks beneath the grate
- B. Check hinge points are not damaged and debris is not caught in the hinge area
- C. Fully open pit grate, ensuring that the grate will stay in the open position without any external forces applied. Grates that do not remain open without being held, should be removed or secured during maintenance activities.



Opening a Non-Hinged Pit Cover

- A. Place lifting hooks beneath grate, where possible in the four corners of the grate. Concrete lids may have Gatic lifting points, a key arrangement or holes in the lid, which may require special equipment such as Gatic lifters. Alternatively if safe to do so grip the grate with your hands.
- B. Position each person on either side of the grate.
- C. Lift the grate, ensuring that good heavy lifting posture is used at all times.
- D. Place the grate on angle on the gutter, to allow for the lifting hooks to be removed.
- E. For extremely heavy one-piece grates and concrete Gatic covers, insert the lifters in place and slide the lids back.



3. Cleaning Methods

Cleaning using an inductor truck

- A. Open Gully pit
- B. Place the indicator hose, suck out all of the sediment, organic leaf material, litter and other materials that were collected in the filter bag
- C. Allow the filter bag to be sucked up in the inductor hose for a few seconds to allow for the filter mesh pores to be cleaned.
- D. Use the inductor hose to remove any build-up of material around the overflows and in the bottom of the pit.
- E. Remove filter back from pit
- F. Remove any sediment and litter caught in the Gully pit grate
- G. Back opening channels are to be cleared of any debris to ensure flow is not hindered.
- H. Thoroughly examine the structural integrity of the filter bag and frame.
- I. Reinstate filter bag and gully pit covers

Hand Maintenance

- A. Open Gully pit
- B. Using the correct lifting technique, lift the StormSack out by the diagonal lifting corners fitted to the frame.
- C. For extremely heavy and overfilled bags either use a hydraulic lifting arm to lift the StormSack, or remove excess material using a shovel or etc. Take care not to damage the bag when removing litter form the bag.
- D. Lift the StormSack clear of the stormwater pit.



- E. Position the StormSack over the collection bin or vehicle.
- F. Lift and empty the bag by holding the bottom lifting loops only.
- G. Brush the StormSack with a stiff brush to remove the sediment from the filter pores.
- H. Thoroughly examine the structural integrity of the filter bag and frame.
- I. Reinstate StormSack and gully pit covers.



4. SPEL StormSack Post Maintenance Inspection

After the SPEL StormSack has been removed, emptied and cleaned, it should be thoroughly examined to sure that:

- There is no movement or damage to the Cage
- There is no movement or damage to the plastic pit seals
- Structural integrity is in good condition including all fixings, joints and connections.
- The filter bag pores are not clogged
- The filter bag is not damaged in anyway.

The gully pit, pipe inlet/outlets and its cover should also be inspected to ensure there is no damage, debris build up or any potential to cause the SPEL StormSack to operate inefficiently.



5. Material Disposal

Collected materials can be potentially harmful to humans and the environment.

Once all captured material from the SPEL StormSack has been removed, it must be taken off site and disposed of at a transfer station or a similar approved disposal site.

6. SPEL StormSack Repairs

Depending on the extent of the damage to the SPEL StormSack unit, it can usually be repaired.

Small tears to the filter bag can be repaired by either sewing the tear back together with additional fabric to increase the strength of the stitching, or by sewing a patch of filter material onto the filter bag.

If large tears or irreparable damage to the frame and structure are present, it is advisable to replace the components.

All required spare parts can be sourced from SPEL Environmental at a cost to the owner of the SPEL Stormsack.

7. Emergency Procedures

Spills and blockages can be detrimental to the performance of a stormwater management system, potentially damaging the surrounding built infrastructure, waterways and environment.

Spill Procedures

In the event of a spill discharging into a gully pit, all effected sediment must be removed from the filter bags and the filter bags are to be removed and replaced with new filter bags. All additional cleaning as a result of the spill should also be carried out in accordance with the normal operation procedures.

Blockages

In the unlikely event of surface flooding around a gully pit which has a SPEL StormSack fitted, the following steps should be carried out:

- A. Check the overflow bypass.
- B. If overflow is clear and surface flooding still exists remove the SPEL StormSack and check the outlet pipe for blockages. Removal of the SPEL StormSack can be difficult if clogged with sediment and holding water.
- C. If the filter is clogged brush the side walls to dislodge particles trapped at the interface allowing water to flow through the filter.
- D. If the outlet pipe is blocked, it is likely that a gully sucker truck will be required to unblock it. Litter can be removed from the SPEL StormSack using the gully sucker truck before the SPEL StormSack is removed. If a gully sucker truck is not available and the SPEL StormSacks need to be removed by hand follow the below steps.
 - i. Remove excess debris by hand or brush the side of the filter bag
 - ii. Remove entire SPEL Stormsack by taking hold of the inside of the frame.
 - iii. Unblock the outlet pipe



HEAD OFFICE

PO Box 6144
Silverwater NSW 1811

100 Silverwater Rd
Silverwater NSW 2128

Phone: +61 2 8705 0255

Fax: +61 2 8014 8699



DESIGN OFFICES

New South Wales 61 2 8705 0255

Canberra 61 2 6128 1000

Queensland 61 7 3271 6960

Victoria & Tasmania 61 3 5274 1336

South Australia 61 8 8275 8000

West Australia 61 8 9350 1000

Northern Territory 61 2 8705 0255

New Zealand 64 9 276 9045



www.spel.com.au

SPEL Environmental accepts no responsibility for any loss or damage resulting from any person acting on this information. The details and dimensions contained in this document may change, please check with SPEL Environmental for confirmation of current specifications.

SCHEDULE 5

Power of Attorney Disclosure Statement

1. This Disclosure Statement is given by the Seller to the Buyer in compliance with Section 219 of the Act.
2. Under the Contract, the Buyer among other things, appoints the Seller its attorney by execution of the Contract on the terms set out below:-

The Buyer irrevocably appoints the Seller and the directors of the Seller jointly and severally as the attorneys of the Buyer to perform, to the exclusion of the Buyer, the following acts;

- (a) attend and/or vote in the name of the Buyer at meetings of the Body Corporate or the committee of the Body Corporate in place of the Buyer in respect of a motion or resolution referred to in;
- (b) complete, sign and lodge a voting paper or other document (including a corporate owner nominee appointment form or representative appointment form and any notice under the Regulation Module) to allow the Seller to vote in the name of the Buyer at all meetings of the Body Corporate or the committee of the Body Corporate in place of the Buyer in respect of a motion or resolution referred to below; or
- (c) complete, sign and lodge any written consent pursuant to section 134 of the Act as may be required to pass any exclusive use by laws to allocate exclusive use areas in the Scheme, consequent upon the establishment of a new Scheme.

The motions or resolutions in respect of which the Seller is appointed the attorney of the Buyer to the exclusion of the Buyer are the following;

- (a) consent to the recording of a new Community Management Statement to facilitate the progressive development of the Scheme and the Land identified in this Contract and all alterations, modifications or adjustments (including adjustment of the contribution schedule lot entitlements and the interest schedule lot entitlements and the creation of additional Common Property) which are necessary for the Seller to develop the Land;
- (b) the re-subdivision of any lot owned by the Seller in the Scheme to create additional lots and Common Property;
- (c) the amalgamation of any lot owned by the Seller;
- (d) consent to the recording of a Building Management Statement (if any);
- (e) consent to the recording of a new Community Management Statement to implement the development of the Scheme and the Land proposed by this Contract or the Community Management Statement currently in force;
- (f) consent to the recording of a new Community Management Statement to record allocations under any exclusive use bylaw or to record any additional or replacement exclusive use bylaw to allocate exclusive use areas in the Scheme;
- (g) consent to the affixing of the seal of the body corporate to all forms required to be lodged in the Department of Natural Resources & Mines;
- (h) consent to the grant of any easement, lease, licence or occupation authority referred to in this Contract;
- (i) consent to any appeal to any Court deemed appropriate by the Body Corporate;
- (j) the engagement of a person as a Body Corporate manager or service contractor, or authorising a person as a letting agent including the engagement of the Body Corporate manager and the engagement and the authorisation of a manager as disclosed in this Contract;
- (k) the fixing, adoption, variation or ratification of budgets or contributions to be levied by the Body Corporate;

- (l) the composition and/or election of the members of the committee of the Body Corporate;
- (m) a proposal that there shall be no prohibition or restriction on the use of proxies by the original owner;
- (n) an application to be made for an order of an adjudicator under the Act;
- (o) any appeals to be lodged pursuant to the Act;
- (p) the commencement of a proceeding pursuant to the Act;
- (q) the issue of an authorisation to the owner of a lot (including the original owner) to make any improvement contemplated under the Regulation Module including the installation, erection and/or construction of air conditioning equipment, enclosing of carports, construction and installation of storage areas, pergolas, fencing, screening, shutters, security devices or any other associated apparatus and awnings;
- (r) the exercise of any right of the Seller under this Contract;
- (s) any acts or things required of the Body Corporate;
- (t) to elect or appoint Committee Members and Body Corporate Representatives to any Principal Body Corporate and/ or management committee under any Building Management Statement; and
- (u) consent to any development of any adjacent or neighbouring land
- (v) to do any and all things necessary to effect any future Stage of the Development;
- (w) to execute any agreement contained in the Disclosure Statement for the Body Corporate;
- (x) to vote on behalf of the Buyer at all meetings of the Body Corporate and the Committee of the Body Corporate to the maximum extent permissible by law;
- (y) for all purposes of and incidental to those matters outlined above.

The Buyer agrees to ratify and confirm all the Acts, Deeds and things done or performed under this Power of Attorney.

While this Power of Attorney remains in force, the Buyer must not transfer or assign the Lot other than to a transferee or assignee who has first agreed to be bound by the provisions of this Clause and who has executed a Power of Attorney in favour of the Seller and its directors in the same terms as this Clause and who agrees to obtain a similar agreement from all subsequent transferees.

The Buyer will not grant a mortgage of the lot without first providing a copy of this Contract to its mortgagee and procuring the mortgagees agreement to be bound by the provisions of this Clause.

If for any reason the Seller is unable to exercise the rights granted to it by this Clause the Buyer must exercise its rights to vote as the Seller directs but only in relation to the matters set out in the Power of Attorney contained in the Disclosure Statement.

This Power of Attorney is given pursuant to section 10 of the *Powers of Attorney Act 1988* (Qld) and is given by the Buyer as security for the proprietary interest of the Seller and the performance of its obligations to the Seller and is irrevocable. The Buyer indemnifies the Seller in respect of any breach of clause 17 of the contract and consents to any injunction with costs on an indemnity basis sought by the Seller to facilitate completion of the Entire Development.

SCHEDULE 6

PROXY FORM FOR BODY CORPORATE GENERAL MEETINGS



Proxy form for body corporate general meetings

Body Corporate and Community Management Act 1997

This form is effective from 29 August 2011

Department of Justice and Attorney-General

ABN: 13 846 673 994

Section 1—Body corporate secretary details

Name

Address of scheme

Suburb State [][] [][] Postcode [][][][]

Section 2—Authorisation

The Regulations set out a number of restrictions on the use of proxies, including an ability for the body corporate to further restrict their use including prohibition.

Note:

If there is insufficient space please attach separate sheets.

Name of owner 1

Signature Dated:

[][] [][] / [][] [][] / [][] [][] [][] [][]

Name of owner 2

Signature Dated:

[][] [][] / [][] [][] / [][] [][] [][] [][]

Lot number/s Plan number.....

Name of scheme **Nottingham Residences**

CMS number

Appoint (full name)

as my/our proxy to vote on my/our behalf (including adjournments) at

(please tick one)

[] The general meeting to be held on [][] [][] / [][] [][] / [][] [][] [][] [][]

[] All general meetings held before [][] [][] / [][] [][] / [][] [][] [][] [][]

[] All general meetings held during the rest of the body corporate's financial year unless I/we serve you with a prior written withdrawal of the appointment.

Signature of proxy holder Dated: [][] [][] / [][] [][] / [][] [][] [][] [][]

Residential address

Suburb State [][] [][] Postcode [][][][]

Postal address

Suburb State [][] [][] Postcode [][][][]

SCHEDULE 7

BODY CORPORATE MANAGER (ADMINISTRATION) AGREEMENT

ENGAGEMENT OF
QBS Strata Management Pty Ltd
Member of Strata Community Australia (Qld)

1. INTRODUCTION

- (a) This Agreement is written to comply with the Act.
- (b) All words defined in Part 4 of Chapter 1 and Schedule 6 of the Act, where the context permits, have the same meaning in this Agreement.
- (c) In this Agreement, terms in bold in the Reference Schedule have the meanings shown opposite them.
- (d) Unless the context otherwise permits:
 - (i) “Act” means the Body Corporate and Community Management Act 1997.
 - (ii) a reference to an item is a reference to an item in the Reference Schedule.
- (e) This Agreement comprises the:
 - (i) Reference Schedule.
 - (ii) Standard Conditions.
 - (iii) any Special Conditions.
- (f) Where there is any inconsistency between any provision added to this Agreement and the printed provisions, the added provisions prevail.
- (g) The Body Corporate acknowledges having received a copy of the Standard Conditions before entering into this Agreement.

2. WHAT IS THIS AGREEMENT

- (a) This Agreement is an engagement of the Manager as the Body Corporate Manager for the Body Corporate.
- (b) The Manager is engaged by the Body Corporate (as an independent contractor) to supply, including through the exercise of delegated powers, administrative services to the Body Corporate.

3. WHAT IS THE TERM OF THIS ENGAGEMENT

- (a) This engagement is for the Term.
- (b) This engagement will be extended by the Body Corporate for one year from the end date stated in Item C, unless the Body Corporate decides at a general meeting before that date not to extend this Agreement.

- (c) However, this engagement (after allowing for renewals under clause 3(b)) must not run for more than three years from the beginning date stated in Item C.

4. WHAT ARE THE FUNCTIONS OF THE MANAGER UNDER THIS AGREEMENT

- (a) The Manager must supply the Agreed Services to the Body Corporate.
- (b) The Manager may supply the Additional Services to the Body Corporate at the Body Corporate’s request.
- (c) The Manager has the custody of and use of the common seal of the Body Corporate.
- (d) The Manager has the authority to sign notices on behalf of the Secretary of the Body Corporate and by-law contravention notices on behalf of the Body Corporate.

5. WHAT ARE THE AUTHORISED POWERS OF THE MANAGER

- (a) The Body Corporate authorises to the Manager all of the powers of the Executive and Ordinary Members of the Committee of the Body Corporate to the full extent permitted by the Act.
- (b) However, the Manager must only use these powers when the Manager determines that the power is of a routine, administrative nature or there are circumstances, particularly in respect of urgent works necessary to ensure the health and safety of building occupants or the preservation of the asset, which dictate the Manager must use the authorised power.
- (c) To avoid doubt, the authorisation does not make the Manager responsible for performing the functions the Body Corporate or the Committee are required to perform under the Act, nor does the authorisation relieve the Body Corporate or the Committee of these functions.

- (d) The authorisation powers do not extend to the Manager being required to obtain a second quote for providing Body Corporate Management services to the Body Corporate.

6. HOW IS THE MANAGER TO BE PAID

- (a) The Body Corporate must pay the Manager the fee for Agreed Services as set out in the attached Schedule.

- (b) The Body Corporate must pay the Manager the fee for Additional Services as set out in the attached Schedule.
- (c) The fee for Agreed Services and the Schedule of Additional Fees and Disbursements increases at the end of each year of this Agreement by the percentage increase.
- (d) The Manager is entitled to:
 - (i) charge the Body Corporate for Disbursements at the rate charged from time to time by the Manager, and which may include a margin above cost to the Manager.
 - (ii) keep fees paid to it for information which the Manager must supply about the Body Corporate under the Act.
 - (iii) keep fees paid to it for the services supplied at the request of Lot owners (eg. information to enable a Lot owner to prepare a REIQ Disclosure Statement).
 - (iv) retain commissions paid to it by the providers of goods and services to the Body Corporate as disclosed in Item K.

7. HOW DO WE GIVE INSTRUCTIONS TO THE MANAGER

- (a) The Committee must nominate a person to provide instructions to the Manager on behalf of the Body Corporate.
- (b) However, if the Committee does not do this, the Chairperson is taken to be nominated to give instructions to the Manager on behalf of the Body Corporate.

8. WHAT ARRANGEMENTS OR RELATIONSHIPS DOES THE MANAGER HAVE WITH OTHER PROVIDERS OF GOODS AND SERVICES TO THE BODY CORPORATE

- (a) The Manager proposes to have the Body Corporate enter into contracts with providers of insurance services.
- (b) The details of these relationships are disclosed in Item J. The commission entitlements are disclosed in Item K.
- (c) The Body Corporate acknowledges that it made its decision to enter into this engagement, and into the contracts with the providers of insurance services, after having been given this engagement in writing disclosing the relationship with the Manager and the commission payable to the Manager.

9. RELEASE & INDEMNITY BY THE BODY CORPORATE

With regard to any act or omission of the Body Corporate that did not result from the direct action or negligence of the Manager; the Body Corporate:

- (a) Releases, discharges and holds harmless the Manager (to the extent permitted by law) from any damages, losses, liabilities, costs, expenses and/or claims arising from or in connection with this act or omission.
- (b) Indemnifies and keeps indemnified the Manager against any damages, losses, liabilities, costs, expenses or claims incurred by the Manager arising from or in connection with this act or omission.

10. WHAT ARE THE RULES FOR TRANSFER OF THIS ENGAGEMENT

- (a) This engagement may be transferred by the Body Corporate if the Body Corporate approves the transfer.
- (b) To avoid any doubt, the approval may be given by the Committee.
- (c) In deciding whether to approve a proposed transfer, the Body Corporate may have regard to:
 - (i) the character of the proposed transferee and related persons of the transferee.
 - (ii) the financial standing of the proposed transferee.
 - (iii) the proposed terms of the transfer.
 - (iv) the competence, qualifications and experience of the proposed transferee, and any related persons of the proposed transferee, and the extent to which the transferee, and any related persons, have received or are likely to receive training; and
 - (v) matters to which, under this engagement, the Body Corporate may have regard.
- (d) The Body Corporate must decide whether to approve a proposed transfer within thirty days after it receives the information reasonably necessary to decide the application for approval.
- (e) The approval may be given on the condition that the transferee enters into a Deed of Covenant to comply with the terms of this engagement.
- (f) The Body Corporate must not:
 - (i) unreasonably withhold approval to the transfer.
 - (ii) require or receive a fee or other consideration for approving the transfer (other than reimbursement for legal expenses reasonably incurred by the Body Corporate in relation to the application for its approval).
- (g) “related persons” of a proposed transferee means:

- (i) if the proposed transferee is a corporation, the corporation's directors, substantial shareholders and principal staff.
- (ii) if a proposed transferee is in partnership - the partners and principal staff of the partnership

11. WHAT ARE THE RULES FOR TERMINATING THIS ENGAGEMENT

- (a) This engagement terminates when it ends or when the Body Corporate gives notice of termination under this Agreement.
- (b) The Body Corporate may terminate this engagement if the Manager (including if the Manager is a Corporation or a Director of the Corporation):
 - (i) is convicted (whether or not a conviction is recorded) of an indictable offence involving fraud or dishonesty.
 - (ii) is convicted (whether or not a conviction is recorded) on indictment of an assault or an offence involving an assault.
 - (iii) engages in misconduct, or is grossly negligent, in carrying out, or failing to carry out functions required under this engagement.
 - (iv) does not carry out duties under this engagement, and persists in not carrying out duties for 14 days or more after the Body Corporate, by written notice, requires the Manager to carry out the duties.
 - (v) carries on a business involving the supply of services to the Body Corporate, or to owners or occupiers of Lots, and the carrying on of the business contrary to law.
 - (vi) transfers an interest in this engagement without the Body Corporate's approval.
 - (vii) fails to disclose to the Body Corporate that it is associated with the providers of repair and maintenance services or the providers of insurance services.
 - (viii) fails to disclose to the Body Corporate that it is entitled to receive a commission from the providers of repair and maintenance services or the providers of insurance services.
- (c) The Manager may terminate this Agreement by giving written notice to the Body Corporate if:
 - (i) the Body Corporate fails to pay the Manager in accordance with this engagement.
 - (ii) the Body Corporate acts, or fails to act, in a way which prevents the Manager from properly performing its functions under this engagement or complying with the Act.
- (d) If this engagement is terminated, the Manager must deliver the records of the Body Corporate to the nominee stated in clause 7 within thirty days of the termination.

12. GOODS AND SERVICES TAX

For the purposes of this clause, a Goods and Services Tax means any tax imposed by any government or regulatory authority which is a tax on goods and services, a tax on consumption, a value-added tax or any similar impost. If the payment of any money under this engagement ever attracts a Goods and Services Tax, then the party making the payment of the money must, in addition, pay the required amount of Goods and Services Tax on the payment.

13. SPECIAL CONDITIONS

Any Special Conditions to the Standard Conditions are stated in Item L.

- A.** This Agreement is made on 2019 at the Annual General Meeting
- OR**
- at an alternate date, on this day of 2019 (*insert date*)
- B. BETWEEN** Body Corporate for **NOTTINGHAM RESIDENCES CTS TBA**
176 Nottingham Road, Parkinson Qld
- AND
- QBS Strata Management Pty Ltd ATF
SE Qld Corporate Management Trust
- C. TERM** **Three Years**
[Clause 3(a)] commencing on
and ending on
- D. FEES** The fee for Agreed Services shall be
[Clause 6(a)] \$140.00 plus GST per registered lot per annum,
payable quarterly in advance.
- E. ADDITIONAL FEES** See attached Schedule
- | | |
|---------------------------------------|-------------------|
| Body Corporate Managers | \$176.00 per hour |
| Clerical | \$ 71.50 per hour |
| Extraordinary General Meetings | \$176.00 per hour |
| Additional Committee Meetings | \$176.00 per hour |
- F. PERCENTAGE INCREASE**
[Clause 6(c)] Increase at the end of each year of engagement:
the greater of CPI or 4%.
- G. DISBURSEMENTS** Payable quarterly in advance - see attached Schedule.
[Clause 6(d)(i)]
- H. AGREED SERVICES** **Secretarial**
[Clause 4(a)] * Convene and attend the Annual General Meeting (up to two hours).
* Convene and attend two Committee Meetings (up to two hours).
* Call nominations for the position of Executive and Ordinary Members
of the Committee.
* Prepare and distribute Meeting Notices.
* Record and distribute Minutes.
* Answer all communications and correspondence
- Financial**
- * Open, maintain and operate a bank account for the Administration and Sinking Funds.
 - * Prepare a Statement of Accounts for each financial year.
 - * Prepare draft Budgets and facilitate Budget Meeting.

- * Issue levy and other contribution notices.
- * Receipt and bank levies daily.
- * Reconcile bank account monthly.
- * Process and pay accounts promptly.
- * Prepare quarterly accounts for Committee upon request.
- * The Manager is authorised to appoint a Tax Agent on behalf of the Body Corporate.

Administrative

- * Establish and maintain the roll and registers.
- * Maintain and keep records.
- * Implement the decisions of the Body Corporate and its Committee.
- * Make available the records for inspection.

Insurance

The Body Corporate instructs the Manager to obtain quotations through a recognised Broker each year for the Body Corporate Insurance, and to renew the policy unless instructed to the contrary by the Body Corporate.

Body Corporate Inspection Information and Certificates

- * Make available the records for inspection.
- * The Body Corporate shall pay to the Manager an amount equivalent to any amount received by the Body Corporate for inspection and the provision of Certificates and other information from Body Corporate Records.

I. ADDITIONAL SERVICES

[Clause 4(b)]

- * Any agreed Service to be undertaken outside of normal business hours.
- * Obtaining quotations for repairs and maintenance:
 - For work under \$1,000.00 - \$50.00 charge.
 - For work above \$1,000.00 - \$80.00 charge.
- * Any reasonable requests by the Body Corporate, not stated as an Agreed Service.
- * Dispute Resolution – Assisting to resolve disputes between owners, resident Managers or contractors, including applications, submissions and attendance with Body Corporate advisers and judiciary.
- * Preparation and lodgment of returns through a registered Tax Agent as may be required by the Australian Taxation Office.
- * Preparing supporting data to facilitate year end audits.
- * Issuing and processing of electricity and other utility invoices.
- * Levy recovery actions as may be required.
- * Obtaining quotations and arranging Sinking Fund Forecasts, Insurance Valuations, Workplace Health and Safety inspections and other inspections required under legislation.
- * Assistance with assignments of management rights.
- * Preparation of Annual General Meeting Notices in excess of 15 Motions.

J. DISCLOSURE OF ASSOCIATES

[Clause 8(b)]

Providers that are associates of the Manager and the nature of the relationship.

Name of Company

Body Corporate Brokers
 Direct Insurance Brokers
 Centrepoint Insurance Brokers
 Regional Insurance Brokers
 PSC Coastwide Insurance Brokers
 Jardine Lloyd Thompson
 Thiel Partners (Tax Agent)

Relationship

QBS Strata Management as referrer
 QBS Strata Management as referrer
 QBS Strata Management as referrer
 QBS Strata Management as referrer
 QBS Strata Management as referrer
 QBS Strata Management as referrer
 QBS Strata Management as referrer

K. DISCLOSURE OF COMMISSIONS

[Clause 8(c)]

Providers that pay a commission to the Manager and the details of the commission.

Name of Company

Body Corporate Brokers
 Direct Insurance Brokers
 Centrepoint Insurance Brokers

Commission Details

0 - 15% base premium
 0 - 15% base premium
 0 - 15% base premium

Regional Insurance Brokers	0 – 15% base premium
PSC Coastwide Insurance Brokers	0 – 15% base premium
Jardine Lloyd Thompson	30% of broker's fee
Thiel Partners Accountants (Tax Agent)	70% of tax agents fee

(Agency Agreements other than those specified above may be entered into with other companies after the signing of this Agreement. Any such Agency will be disclosed prior to renewal if this is the case).

L. SPECIAL CONDITIONS
[Clause 13]

The Manager does not accept responsibility or liability for maintenance of the Body Corporate Common area.

**The COMMON SEAL of the Body Corporate
for Nottingham Residences
Community Titles Scheme TBA
was affixed on the day of 2019
pursuant to a resolution of the Body Corporate
in the presence of:**

Chairperson

Committee Member

**Signed for and on behalf of
QBS Strata Management Pty Ltd
ABN 86 965 584 736 ATF
SE Qld Corporate Management Trust
on the day of 2019
by authority of a Resolution of the Board
of Directors :**

Director

Director

SCHEDULE OF ADDITIONAL FEES AND DISBURSEMENTS - NOTTINGHAM RESIDENCES CTS TBA

Item	Cost inclusive of GST
<p>Communications and Related Disbursements - Agreed Services</p>	Fixed at \$71.50 per Lot PA
<p>Printing, Postage & Stationery - Additional Services Letterhead/Follower 22 cents Envelopes - Large (C4) 77 cents - DL 11 cents Ballot Envelopes 55 cents Dividers 33 cents Plastic Sleeves 22 cents Photocopy 33 cents Laser Prints 11 cents All other Printing, Postage and Stationery At cost Levy Notices 38.5 cents Microencoded Forms (including cheques) 55 cents Postage At cost</p>	
<p>Telephone Telephone (local, national, mobile, international), Fax and Email</p>	.85 cents per Lot per month
<p>E Commerce Electronic Processing</p>	\$14.85 per Lot PA
<p>Financial Reporting Preparation of Information for Audit \$470.00 Preparation of Information for BAS Returns \$275.00 per Return Preparation of Information for Income Tax Returns \$275.00</p>	
<p>Special Levies Set up & On-charging to Lot Owners Special Levies Set Up (2 – 5 lots) \$25 each set up Special Levies Set Up (6 lots & over) \$5.50 per lot Maximum \$165.00 Billing of Utilities to Lot Owners \$9.90 per invoice</p>	
<p>Miscellaneous Insurance Claims Processing \$66.00 per claim under \$1,000.00 \$132.00 per claim between \$1,000.00 and \$4,000.00 \$176.00 all other claims Lodgment of Documents with DNR \$110.00 ABN and TFN Registration \$110.00 GST Registration \$110.00 Debt Collection (recovered from owner) <ul style="list-style-type: none"> • First Statement Reminder Nil • Arrears Notice \$33.00 • Instructing Collections Agents (being collection of information, issuing of instructions and follow up) \$88.00 • Monthly monitoring \$11.00 Travelling Expense to Attend Onsite Meetings ATO Rate Dishonoured Cheque Fee \$33.00 Archiving \$5.20 per Lot PA Minute Book \$25.00 Common Seal \$44.00</p>	
<p>Flying Minute</p>	\$165.00 plus outlays

SCHEDULE 8

CARETAKER AGREEMENT

**BODY CORPORATE FOR NOTTINGHAM RESIDENCES COMMUNITY TITLES
SCHEME**

(“BODY CORPORATE”)

(“CARETAKER”)

CARETAKER’S AGREEMENT



**Level 7
79 Adelaide Street
Brisbane QLD 4000
GPO Box 2495
Brisbane QLD 4001
Ph: (07) 3002 7444
Fax: (07) 3002 7474
E Mail: info@warlowscott.com.au
Web: <http://www.warlowscott.com.au>**

**Warlow Scott Pty Ltd (A.C.N. 126 122 845) - an incorporated legal practice.
Liability limited by a scheme approved under the professional standards legislation.**

CARETAKER'S AGREEMENT – NOTTINGHAM RESIDENCES COMMUNITY TITLES SCHEME

This Agreement is made the _____ day of _____ 201 .

BETWEEN: The Body Corporate for Nottingham Residences Community Titles Scheme
c/-QBS Strata Management Pty Ltd, PO Box 1079 Oxenford QLD 4210;
(“Body Corporate”)

AND:

(“Caretaker”)

INTRODUCTION:

- A The Body Corporate wishes to provide for the better administration, control and management of the Complex and the better maintenance, caretaking and repair of the Common Property.
- B The Caretaker is appointed to perform the Caretaking Duties.
- C The Parties wish to record the terms of their agreement on the following terms.

IT IS AGREED:

1. DEFINITIONS

1.1 Unless the context otherwise requires:

“Act” means the *Body Corporate and Community Management Act 1997*.

“Agreement” means this agreement and all its schedules.

"Associated Party" means:

- (a) in the case of a corporation, a director, secretary or shareholder of that corporation;
- (b) in the case of an individual, a corporation in which the individual is a director, secretary, or shareholder; and
- (c) in the case of a partnership, the partners and management staff of the partnership.

“Body Corporate” means the Body Corporate for the Scheme

"Body Corporate Assets" means the Body Corporate assets for the Scheme.

"Building" means any of the buildings located on the Scheme Land.

“Caretaker’s Lot” means the Lot in the Scheme of which the Caretaker or an Associated Party is the registered owner.

"Caretaking Duties" means those duties that the Caretaker must perform under this Agreement;

"Commencement Date" means the day of 20 and ending 25
years later on the day of 20

"The Committee" means the Committee of the Body Corporate.

"Common Property" means the Common Property of the Scheme.

"Complex" means the Lots and Common Property comprised in the Scheme.

"CPI" means the Consumer Price Index All Groups for Brisbane published by the Australian Bureau of Statistics, or if that is suspended or discontinued, then a similar figure reasonably determined by the Body Corporate.

"Letting Agent" means the Letting Agent appointed by the Body Corporate for the Scheme.

"Letting Agreement" means a letting agreement entered into by the Body Corporate with the Letting Agent.

"Lots" means lots in the Scheme.

"Maximum Expenditure" means \$1,000.00.

"Nominee" means the person nominated by the Body Corporate.

"Occupation Authority Plan" means the plan attached as Annexure "A".

"Owners" means the owners of Lots included in the Scheme and includes mortgagees in possession.

"Plan" means the Survey Plan registered for the Scheme.

"Property" means all land comprised in the Scheme and all improvements erected on the land. Where the context permits the definition extends to all adjoining land over which the Body Corporate has easement rights.

"Related Agreement" means any agreement entered into by the Letting Agent with the Body Corporate for the provision of letting or other services.

"Related Person" means a person or persons who are the directors or shareholders of the Caretaker who in the reasonable opinion of the Body Corporate hold effective control of the Letting Agent.

"Remuneration" means the sum of \$1,000.00 for each Lot in the Scheme for which a title has been created for the first year of the term and subject thereafter to any adjustments made in accordance with Clause 4.1 of this Agreement.

"Scheme" means Nottingham Residences Community Titles Scheme .

"Scheme Land" means the Scheme land identified on the Plan.

"Term" means a period of twenty-five (25) years from the Commencement Date.

INTERPRETATION

2.1 Reference to:

- (a) One gender includes the other genders.
- (b) Singular includes the plural and the plural includes the singular.
- (c) A person includes a body corporate.
- (d) A party includes the parties' executors, administrators, successors and permitted assigns.
- (e) A statute, regulation or provision of a statute or regulation ("Statutory Provision") includes:
 - (i) That Statutory Provision as amended or re-enacted from time to time; and
 - (ii) A statute, regulation or provision enacted in replacement of the Statutory Provision.
- (f) All monetary amounts are in Australian dollars, unless otherwise stated.
- (g) If a party consists of more than one person then this Agreement binds them jointly and each of them separately.
- (h) Headings are for convenience only and do not form part of this Agreement or affect its interpretation.
- (i) A party that is a trustee is bound both personally and in its capacity as a trustee.
- (j) "Including" and similar expressions are not words of limitation.
- (k) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (l) If an act must be done, or the last day upon which it may be done, falls on a specified day that is not a Business Day, the act must be done instead on the next Business Day.

3. APPOINTMENT AND TERM

3.1 The Body Corporate appoints the Caretaker for the Term to look after the Common Property from the Commencement Date being the day of 201 and ending 25 years later on the day of 20 .

3.2 The Caretaker

- (a) accepts the appointment;
- (b) will look after the Common Property as required by this Agreement;
- (c) will ensure that the Common Property is able to be used by the persons entitled and is properly maintained and kept in good repair;
- (d) will perform the Caretaking Duties; and
- (e) is an independent contractor of the Body Corporate.

4. REMUNERATION

4.1 The Remuneration will be increased for the second and subsequent years of the Term by the same percentage as the last percentage increase in the CPI for one

year as last recorded by the Australian Bureau of Statistics immediately before the year in which the Remuneration is to be reviewed.

- 4.2 Despite the previous clause the Remuneration for any year will never be less than the Remuneration for the previous year.
- 4.3 The Body Corporate must pay the Remuneration to the Caretaker by equal monthly instalments in arrears, the first payment one calendar month from the Commencement Date and monthly after that.
- 4.4 If the Caretaking Duties under this Agreement are a supply under the A New Tax System (Goods and Services Tax) Act 1999, the Body Corporate must pay to the Caretaker in addition to the Remuneration a further amount equal to the GST.
- 4.5 The Remuneration is paid only for the Caretaking Duties and not for any letting or ancillary services which the Caretaker or any other entity provides.

5. CARETAKER'S DUTIES

- 5.1 In addition to any specific duties set out in any schedule to this Agreement, the Caretaker must as reasonably required:
 - (a) hose all walkways, access areas and other parts of the Common Property that require hosing;
 - (b) keep clean, tidy and maintained all parts of the Common Property;
 - (c) maintain and clean any swimming pool, spa and/or sauna, gymnasium and workshop;
 - (d) at the commencement of each day, set out any pool and recreation furniture and equipment;
 - (e) clean any drains and gutters on Common Property;
 - (f) maintain the gardens and shrubs (if any), which duty includes watering, fertilising, weeding, mulching and top dressing; and
 - (g) effect minor repairs and maintenance to the Common Property where the services of a skilled tradesman are not required.
- 5.2 The Caretaker must arrange and supervise contracts between the Body Corporate and independent contractors for all work of a specialist nature required for any of those things referred to in the previous clause or for any services to, or work to be carried out to, the Common Property including without limitation:
 - (a) specialist repairs and maintenance of the Common Property;
 - (b) cleaning of external windows or parts of the Complex not easily accessible by the Caretaker; and
 - (c) the provision of water, electricity, gas, fuel, telephone and other necessary services as required by the Body Corporate.

Such contracts with independent contractors will only be entered into with the prior consent of the Body Corporate, but the Body Corporate must not unreasonably withhold such consent.

- 5.3 The Caretaker must:

- (a) regularly ensure the correct operation and, if necessary, arrange for expert specialist maintenance of:
 - (i) any waste disposal system;
 - (ii) all Common Property electrical apparatus;
 - (iii) any pumps and auxiliary motors;
 - (iv) any lifts and security systems; and
 - (v) all other parts of the Common Property where inspection and/or maintenance is required;
- (b) arrange all appliances, equipment, materials and supplies necessary to carry out the Caretaking Duties and to generally maintain the Common Property;
- (c) promptly report and account to the Body Corporate for:
 - (i) matters requiring repair or creating a hazard or danger that involves expenditure of money in excess of the Maximum Expenditure;
 - (ii) use by the Caretaker of any Body Corporate funds; and
 - (iii) use by the Caretaker of any other property of the Body Corporate in carrying out the Caretaking Duties;
- (d) monitor compliance with the by-laws of the Body Corporate and advise the Body Corporate of any serious or persistent breaches of them;
- (e) monitor and administer the use of any recreational areas including without limitation any swimming pool, sauna, spa, home heater, gymnasium and workshop;
- (f) advise the Body Corporate of compliance or non-compliance with any relevant laws concerning the maintenance and operation of the Common Property;
- (g) notify the Body Corporate of any alteration of the fire safety requirements;
- (h) keep order and safeguard the Complex against unlawful entry and arrange security contracts at the expense of the relevant Body Corporate as required by the Body Corporate;
- (i) regularly inspect the fire fighting equipment, arrange any requisite inspections by the relevant officer when required and, at the expense of the Body Corporate as relevant, arrange for maintenance necessary to maintain the fire fighting equipment in an efficient working condition;
- (j) maintain and keep open an office as a reception for the caretaking business during such hours as the Caretaker reasonably considers necessary;
- (k) maintain and supervise carparking arrangements on the appropriate areas on the Common Property;
- (l) keep possession of all keys for any Common Property and keys of any owners who provide them to the Caretaker;

- (m) keep the lighting of Common Property operating efficiently; and
- (n) carry out such other reasonable and appropriate tasks requested by the Body Corporate relevant to the caretaking of the Common Property.
- (o) reside, or if the Caretaker is a corporation, ensure that the person carrying out the Caretaking Duties, resides in the Caretakers Lot.

5.4 The Caretaking Duties may be carried out by the Caretaker, its delegates or its employees.

5.5 The Caretaking Duties that require work of a specialist nature are limited to the arranging and supervision of all external contracts or agreements.

5.6 Despite any other term of this Agreement or any Community Management Statement, the Caretaker is not required to undertake any duties in relation to the exclusive use areas of any Lot and each Lot owner is responsible for maintaining their exclusive use areas, save that any car parking areas shall be kept clean by the Caretaker where not kept clean by the Lot Owner or occupier.

6. CARETAKER'S CONDUCT

6.1 The Caretaker must:

- (a) have a good working knowledge and understanding of the Act, relevant to the Caretaking Duties;
- (b) act honestly, fairly and professionally in performing the Caretaking Duties;
- (c) exercise reasonable skill, care and diligence in performing the Caretaking Duties;
- (d) act in the best interests of the Body Corporate unless it is unlawful to do so;
- (e) keep the Body Corporate informed of any significant development or issue about an activity performed for the Body Corporate;
- (f) take reasonable steps to ensure an employee of the Caretaker complies with the Act, in performing the Caretaking Duties;
- (g) not engage in fraudulent or misleading conduct in performing the Caretaking Duties;
- (h) not engage in unconscionable conduct in performing the person's functions under the person's engagement;
- (i) not accept an engagement for another community titles scheme if doing so will place the person's duty or interests for the first scheme in conflict with the person's duty or interests for the other scheme; and
- (j) take reasonable steps to ensure goods and services the person obtains for or supplies to the Body Corporate are obtained or supplied at competitive prices.

6.2 If a Body Corporate or its committee requests, in writing, the Caretaker to show that the Caretaker has kept the Body Corporate records as required under this Agreement in relation to the Caretaking Duties, the Caretaker must comply with the request within the reasonable period stated in the request.

7. EXPENSES

- 7.1 All of the Caretaking Duties must be carried out at the cost and expense of the Caretaker unless this Agreement provides that they are to be carried out at the expense of the Body Corporate.
- 7.2 The Body Corporate must pay all costs and expenses for:
- (a) all work of a specialist nature;
 - (b) all other contracts or agreements with independent contractors;
 - (c) all fuels, appliances, materials, equipment and supplies necessary to enable the Caretaker to perform the Caretaking Duties; and
 - (d) all out-of-pocket costs for repair and maintenance of the Common Property.
- 7.3 The Caretaker can spend up to the Maximum Expenditure for each individual item of expenditure from monies of the Body Corporate in carrying out the Caretaking Duties.
- 7.4 The Body Corporate must reimburse the Caretaker for any of the Caretaker's monies spent under the previous clause within 14 days of the Caretaker providing written evidence of the expenditure.

8. INSTRUCTIONS

- 8.1 The Body Corporate must:
- (a) nominate one person to communicate with the Caretaker on its behalf; and
 - (b) notify the Caretaker in writing of the appointment of that Nominee or its replacement.
- 8.2 The Caretaker must:
- (a) confer with the Nominee concerning the Caretaking Duties; and
 - (b) attend any general meeting or Committee meeting of the Body Corporate if requested and given reasonable notice by the Nominee.

9. ASSIGNMENT

- 9.1 The Caretaker must not assign its interest in this Agreement unless it obtains the Body Corporate's consent.
- 9.2 The Body Corporate must:
- (a) not unreasonably, arbitrarily or capriciously refuse or delay giving its consent to any proposed assignment; and
 - (b) give its consent or refusal to any proposed assignment within 30 days of the Caretaker giving to it the information reasonably necessary for the Body Corporate to properly consider the proposed assignment.
- 9.3 Before giving its consent to any proposed assignment, the Body Corporate will be entitled to require:

- (a) satisfactory evidence that the proposed assignee and any Associates are financially sound and reputable, responsible, respectable and capable of satisfactorily performing the Caretaking Duties; and
 - (b) two business references, two personal references and a bank reference of the proposed assignee and any Associates.
- 9.4 As a condition of giving its consent to any assignment, the Body Corporate will be entitled to require:
- (a) that the proposed assignee execute in favour of the Body Corporate a Agreement of Covenant to comply with the terms of this Agreement;
 - (b) that the Caretaker pay to the Body Corporate all legal costs incurred by it in giving its consent;
 - (c) if the proposed assignee is a company, other than a public company, personal guarantees from the working directors and principal shareholders; and
 - (d) that the assignee, or if it is a company, it or its Controller becomes the registered owner of the Caretaker's Lots and is also the assignee of rights to act as caretaker in respect of the Scheme.
- 9.5 The Body Corporate must not require or receive any premium, payment or benefit for any request to consent or consent given under this clause, except as provided in this clause.

10. TERMINATION

- 10.1 Each of the following events constitute a default by the Caretaker:
- (a) the Caretaker breaches an obligation under this Agreement and in the Body Corporate's reasonable opinion:
 - (i) the non-observance can be remedied but the Caretaker does not remedy it within 14 days after receiving written notice from the Body Corporate requiring rectification;
 - (ii) the non-observance is substantial and can not be remedied or compensated for; or
 - (iii) the non-observance cannot be remedied but the Body Corporate can be compensated and the Caretaker does not pay the Body Corporate compensation for the breach within 30 days after the Body Corporate gives it a notice to pay;
 - (b) the Caretaker becomes insolvent or is subject to a form of external administration under the Corporations Law or is subject to a sequestration order.
 - (c) it persistently and repeatedly breaches this Agreement (which shall mean at least 5 material breaches in any one year of the Term) despite the fact that individual breaches may from time to time be remedied;
 - (d) it engages in misconduct or is grossly negligent in carrying out or failing to carry out obligations under this agreement;

- (e) if the Caretaker is an individual and it is convicted upon indictment of any criminal charge;
 - (f) if the Caretaker sells or transfers its interest in the Manager's Unit without at the same time selling or assigning its interest in this Agreement as required by this Agreement;
 - (g) a Related Agreement is terminated;
- 10.2 If the Caretaker makes default at any time the Body Corporate may at its election by notice in writing at any time terminate this Agreement. Termination of this Agreement is without prejudice of the rights of the Body Corporate in respect of the default by the Caretaker.
- 10.3 If the Body Corporate fails to perform or observe any of its obligations and duties under this Agreement within 60 days after written notice from the Caretaker specifying the failure and requiring its rectification, the Caretaker may by written notice terminate this Agreement.
- 10.4 If a financier of the Caretaker acts in place of the Caretaker or a Controller as defined in the Corporations Act 2001 is appointed by that financier to the Caretaker in respect of this Agreement, the Body Corporate agrees with the Caretaker that:
- (i) the Body Corporate's rights to terminate this Agreement are limited to those set out in the Act and the Regulation Module (for example section 145 of the Act and sections 128 and 129 of the Accommodation Module) subject to the Body Corporate complying with section 126(1) of the Act; and
 - (ii) the Body Corporate cannot rely upon an event of default in clause 10 of this Agreement to refuse its consent to a transfer or assignment of this Agreement by the financier or Controller (as the case may be), or to terminate this Agreement once a transfer or assignment by the financier or Controller (as the case may be) has taken effect,
- provided that nothing in this clause prevents the Body Corporate terminating this Agreement in accordance with the Act or the Regulation Module.

11. CARETAKER'S LOTS

- 11.1 The Caretaker must, or if it is a company it or its Controller must own or otherwise have the right to occupy the Caretaker's Lot.
- 11.2 If, under Clause 11.1, the registered owner of the Caretaker's Lots is some person or persons other than the Caretaker, the Caretaker must if requested by the Body Corporate procure such person or persons to enter into a Deed of Covenant with the Body Corporate (to be prepared by the Body Corporate at the expense of the Caretaker) to be bound by the terms of this Agreement as far as they relate to the Caretaker's Lot.
- 11.3 If the Body Corporate gives its consent under this Agreement to an assignment of the Caretaker's interest in this Agreement, the Caretaker or the owner of the Caretaker's Lot will be required to sell the Caretaker's Lot so that upon such assignment and sale, there will be compliance with this clause.
- 11.4 Upon the expiry or sooner termination of this Agreement, the Caretaker will cause the sale of the Caretaker's Lot to the party to whom the Body Corporate enters into an agreement on terms similar to those contained in this Agreement.

- 11.5 The purchase price of the Caretaker's Lot under this clause will be as agreed, or failing agreement as determined by a registered valuer nominated by the President of the Australian Institute of Valuers and Land Economists (Queensland Chapter). The valuer's costs will be paid by the Body Corporate except in the case of termination of this Agreement as a result of a breach by the Caretaker, in which case the valuer's costs will be paid by the Caretaker.
- 11.6 The terms and conditions of a sale referred to under this clause will be those contained in the standard REIQ Contract applicable to the sale of community title lots current at the time of such sale, and will provide for a 5% deposit and completion 30 days after the date of the Contract.

12. LETTING BUSINESS

- 12.1 If the Caretaker or an Associated Party has entered into a Letting Agreement with the Body Corporate contemporaneously with entering into this Agreement, the parties acknowledge and agree that:
- (a) a default under the Letting Agreement will constitute a default under this Agreement, and vice versa;
 - (b) upon the expiration or termination of the Letting Agreement, this Agreement will expire or terminate on the same date; and
 - (c) the Body Corporate need not give its consent to an assignment of this Agreement unless the Caretaker assigns to the proposed assignee at the same time its interest in the Letting Agreement.

13. DELIBERATELY OMITTED

14. OCCUPATION AUTHORITY

- 14.1 The Body Corporate grants the Caretaker the exclusive right to use and occupy the area identified on the Occupation Authority Plan to assist the Caretaker in performing its duties under this Agreement.

15. COMPLIANCE

- 15.1 The Parties agree to comply with the provisions of all statutes regulating or related to this Agreement.

16. FURTHER ASSURANCES

- 16.1 Each party must promptly or at its own cost do all things (including executing all documents) necessary or desirable to give full effect to this Agreement.

17. SEVERABILITY

- 17.1 If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force.

18. ENTIRE UNDERSTANDING

- 18.1 This Agreement:
- (a) contains the entire Agreement and understanding between the Parties on everything connected with the subject matter of this Agreement;

- (b) supersedes any prior agreement or understanding or anything connected with that subject matter.

18.2 Each Party has entered into this Agreement without relying on any representation by any other Party or any person purporting to represent that Party.

19. VARIATION

19.1 An amendment or variation to this Agreement is not effective unless it is in writing and signed by the Parties.

20. WAIVER

20.1 A Party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.

20.2 The exercise of a power or right does not preclude either its exercise in the further or the exercise of any other power or rights.

20.3 A waiver is not effective unless it is in writing.

20.4 Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

21. COSTS AND DISBURSEMENTS

21.1 Each party must pay its own costs and disbursements connected with the negotiation, preparation and execution of this Agreement.

21.2 The Caretaker shall pay all duties associated with this Agreement.

22. NOTICES

22.1 A notice or other communication ("Notice") connected with this Agreement has no legal effect unless it is in writing and:

- (a) delivered by hand at the address of the addressee set out in this Agreement or subsequently notified;
- (b) sent by post, postage pre-paid, to that address; or
- (c) sent by facsimile to the facsimile number of the addressee.

22.2 A Notice is deemed given and received:

- (a) if delivered, upon delivery;
- (b) if sent by post on the second Business Day (to the address to which it is posted) after posting; or
- (c) if sent by facsimile before 5.00pm on a Business Day at the place of receipt on the day it is sent or otherwise on the next Business Day at the place of receipt.

22.3 Despite the previous clause, a facsimile is not deemed given or received unless at the conclusion of the transmission the sender's facsimile machine issues a transmission report which indicates that relevant facsimile has been sent.

23. GOVERNING LAW AND JURISDICTION

- 23.1 The law of Queensland governs this Agreement.
- 23.2 The parties submit to the non-exclusive jurisdiction of the courts of Queensland and consent to all claims and disputes in relation to this Agreement being instituted in the central Brisbane jurisdiction.

24. CARETAKER'S LEAVE

- 24.1 The Caretaker shall have the right to appoint a suitable person to carry out the Caretaker's functions and duties pursuant to this Agreement in the event of an emergency arising or annually for a period or periods totalling four (4) weeks for the purposes of allowing the Caretaker a holiday for that period each year.
- 24.2 On each occasion details of the proposed replacement shall be provided to the Body Corporate at least one (1) calendar month prior to the commencement of the Caretaker's proposed holiday, and the Body Corporate shall as soon as reasonably practicable by notice to the Caretaker advise of the Body Corporate's approval or otherwise of the proposed replacement provided that such details need only be provided twenty-four (24) hours prior to any proposed holiday for urgent family, business or personal reasons.
- 24.3 The Body Corporate shall not unreasonably withhold its consent to the Caretaker's replacement.
- 24.4 It shall be a matter for the Caretaker to ensure the replacement adequately performs the Caretaker's Duties and obligations under this Agreement, and any breach of this Agreement by the replacement shall be deemed a breach by the Caretaker.
- 24.5 Any remuneration payable to the Caretaker's replacement shall be the responsibility of the Caretaker.

SCHEDULES OF CARETAKERS SPECIFIC DUTIES

1. Cleaning Duties – Specific

To maintain in a clean and tidy condition, using normal commercial practices, those areas of Common Property and elsewhere as nominated, defined at the frequency indicated.

TASK	ITEM	DETAILS	FREQUENCY
1.	Carpark Area	Sweep or hose dirt and rubbish.	Weekly and/or as required
		Replace blown light bulbs	Weekly and/or as required
2.	Pool Area (including wading and plunge pool)	Clean pool surrounds and keep ordered.	Daily and/or as required
3.	Communal recreation (BBQ, sauna and store/plant room)	Clean and remove rubbish and maintain consumable supplies.	Daily and/or as required
4.	Toilets	Clean, remove rubbish and maintain consumable supplies	Twice Daily and/or as required
5.	Common hallways, foyers, lifts	Vacuum carpets, dust rails, window frames, stairs and entries sills, skirting etc, clean lift indicator panels, clean tiled areas, garbage chute rooms, bin areas, clean windows and glass doors	Weekly as required. Inspect daily.
		Sweep and clean fire stairs, carparks, remove cobwebs.	Quarterly and/or as required
6.	Footpath at entrance	Sweep and clean, remove rubbish	Daily and/or as required

2. Gardening Duties – specific

To maintain all common area gardens and facilities to a satisfactory commercial standard at the frequency indicated.

TASK	ITEMS	DETAILS	FREQUENCY
1.	Gardens	Ensure any watering system maintained in good working order and make necessary adjustments to timer to comply with rostered watering days.	Weekly and/or as required
		Remove all weeds	Weekly and/or as required
		Trim or prune plants, replace as necessary	Weekly and/or as required

		Fertilise	Quarterly and/or as required
2.	Lawns	Mow	Weekly and/or as required

Executed as an Agreement the _____ day of

20 .

The Common Seal of Nottingham]
Residences Community Titles Scheme]
was affixed this _____ day of]
20 _____ in the presence of:]

A witness

Full name of witness

Chairman

Signed Sealed and delivered by _____]
_____]
as Caretaker _____]
the _____ day of _____ 20 _____]
in the presence of _____]

A witness

Full name of witness

ANNEXURE A
OCCUPATION AUTHORITY PLAN

SCHEDULE 9
LETTING CONTRACT

**BODY CORPORATE FOR THE NOTTINGHAM RESIDENCES COMMUNITY TITLES
SCHEME**

(“BODY CORPORATE”)

AND

(“LETTING AGENT”)

LETTING AGENTS AGREEMENT



Level 7
79 Adelaide Street
Brisbane QLD 4000
GPO Box 2495
Brisbane QLD 4001
Ph: (07) 3002 7444
Fax: (07) 3002 7474
E Mail: info@warlowscott.com.au
Web: <http://www.warlowscott.com.au>
###:###

LETTING AGENTS AGREEMENT – NOTTINGHAM RESIDENCES COMMUNITY TITLES SCHEME

This Agreement is made the day of 2019.

BETWEEN: The Body Corporate for Nottingham Residences Community Titles Scheme c/-
QBS Strata Management Pty Ltd, PO Box 1079 Oxenford QLD 4210;

(“Body Corporate”)

AND:

(“Letting Agent”)

INTRODUCTION:

- A The Body Corporate has the power to grant the right to conduct the Letting Agent Business and to enter into an agreement for the provision of Letting Services.
- B The Body Corporate will grant the Letting Agent the right to conduct the Letting Agent Business, and the Letting Agent will provide the Letting Services.
- C The Parties wish to record the terms of their agreement on the following terms:

IT IS AGREED:

1. DEFINITIONS

1.1 Unless the context otherwise requires:

“Act” means the *Body Corporate and Community Management Act 1997*.

“Agreement” means this agreement and all its schedules.

"Associated Party" means:

- (a) in the case of a corporation, a director, secretary or shareholder of that corporation;
- (b) in the case of an individual, a corporation in which the individual is a director, secretary, or shareholder;
- (c) in the case of a partnership, the partners and management staff of the partnership.

“Body Corporate” means the Body Corporate for the Scheme.

"Body Corporate Assets" means the Body Corporate assets for the Scheme.

"Building" means any of the buildings located on the Scheme Land.

“Caretaker” means the caretaker under the Caretakers Agreement.

“Caretaker’s Agreement” means the agreement entered into with the Body Corporate with the Caretaker.

“Commencement Date” means the day of 20 and ending 25 years later on the day of 20 .

"The Committee" means the Committee of the Body Corporate.

"Common Property" means the Common Property of the Scheme.

“Complex” means the Lots and Common Property comprised in the Scheme.

“Letting Agent” means the Letting Agent appointed by the Body Corporate for the Scheme.

“Letting Agent Business” means:

- (a) the letting of Lots for residential tenancies;
- (b) the sale of Lots;
- (c) the hiring of equipment or items the Letting Agent considers desirable and that are not contrary to the interests of the Body Corporate and Owners and the hiring or renting of storage space (if any) comprising any part of the Letting Agent’s Lot;
- (d) the provision of any other ancillary services or goods commonly provided in connection with the letting of lots in a complex of the nature of the Property and/or which the Letting Agent wishes to provide.

“Letting Agent’s Lot” means that Lot in the Scheme of which the Caretaker or Associated Party is the registered proprietor.

“Letting Services” means the services, duties and obligations of the Letting Agent under this Agreement.

“Lots” means lots in the Scheme.

“Nominee” means the person nominated by the Body Corporate.

"Owners" means the owners of Lots included in the Scheme and includes mortgagees in possession.

"Plan" means the Survey Plan registered for the Scheme.

"Property" means all land comprised in the Scheme and all improvements erected on the land. Where the context permits the definition extends to all adjoining land over which the Body Corporate has easement rights.

“Regulation Module” means the regulation module applying to the Scheme.

"Related Agreement" means any agreement entered into by the Letting Agent with the Body Corporate for the provision of caretaking or other services.

"Related Person" means a person or persons who are the directors or shareholders of the Letting Agent who in the reasonable opinion of the Body Corporate hold effective control of the Letting Agent.

"Representative of the Letting Agent" means:

- (a) where the Letting Agent is a corporation, its officers, managers, employees or agents; and
- (b) where the Letting Agent is an individual, his employees or agents.

"Scheme" means the Nottingham Residences Community Titles Scheme .

"Scheme Land" means the Scheme land identified on the Plan.

"Term" means a period of twenty-five (25) years from the Commencement Date.

2. INTERPRETATION

2.1 Reference to:

- (a) One gender includes the other genders.
- (b) Singular includes the plural and the plural includes the singular.
- (c) A person includes a body corporate.
- (d) A party includes the parties' executors, administrators, successors and permitted assigns.
- (e) A statute, regulation or provision of a statute or regulation ("Statutory Provision") includes:
 - (i) that Statutory Provision as amended or re-enacted from time to time; and
 - (ii) a statute, regulation or provision enacted in replacement of the Statutory Provision.
- (f) All monetary amounts are in Australian dollars, unless otherwise stated.
- (g) If a party consists of more than one person then this Agreement binds them jointly and each of them separately.
- (h) Headings are for convenience only and do not form part of this Agreement or affect its interpretation.
- (i) A party which is a trustee is bound both personally and in its capacity as a trustee.
- (j) "Including" and similar expressions are not words of limitation.
- (k) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (l) If an act must be done, or the last day upon which it may be done, falls on a specified day which is not a Business Day, the act must be done instead on the next Business Day.

3. APPOINTMENT AND TERM

- 3.1 The Body Corporate appoints the Letting Agent for the Term to conduct the Letting Services from the Commencement Date being the day of 20 and ending 25 years later on the day of 20 .

4. LETTING AGENT BUSINESS

- 4.1 The Body Corporate authorises the Letting Agent to conduct a Letting Agent Business for the Scheme during the Term.

5. ACKNOWLEDGEMENT

- 5.1 The Letting Agent acknowledges that Owners are free to choose whether or not they use the services of the Letting Agent or instead, use the services of some other person.
- 5.2 The Body Corporate and the Letting Agent acknowledge and agree that:
- (a) no remuneration is payable by the Body Corporate under this Agreement or is attributable or apportionable for the conducting of the Letting Agent Business or providing the Letting Services.
 - (b) the Letting Agent is entitled to receive commission and/or fees for providing the Letting Agent Business or the Letting Services from such of the Owners in the Scheme. Any commission and/or fees received by the Letting Agent will be at the rate agreed between the Letting Agent and the consumer of those Letting Services.
 - (c) The Body Corporate will not authorise the conduct of the Letting Services from any Lot in the Scheme other than the Letting Agent's Lot during the Term.
 - (d) The Owner of a Lot may at its discretion engage persons other than the Letting Agent for the provision of Letting Services.
 - (e) The Body Corporate makes no representation that Owners will appoint the Letting Agent as Letting Agent or use the Letting Agent to provide Letting Services.
- 5.3 The Body Corporate consents to the Letting Agent registering and using a business name incorporating the name of the Scheme (excluding "Community Titles Scheme") or any part of it for the Term.

6. LETTING AGENT'S OBLIGATIONS

- 6.1 The Letting Services may be carried out by the Letting Agent or the Representative of the Letting Agent.
- 6.2 The Letting Agent must conduct the Letting Agent Business and will provide the Letting Services from the Letting Agent's Lot or from any other part of the Property designated for use by the Letting Agent for that purpose.
- 6.3 The Letting Agent must:

- (a) offer Letting Services for the Owners who require that service;
- (b) conduct the Letting Services in a competitive manner to the standard reasonably expected of a development of this type;
- (c) use reasonable endeavours to improve and expand the letting of Lots and to act at all times to further the interests of the Body Corporate and the Owners;
- (d) obtain and comply with all necessary permits, consents or licenses required to provide the Letting Services;
- (e) maintain and staff a reception area from or adjacent to the Letting Agent's Lot during such hours as are reasonably necessary for the proper conduct of the Letting Services;
- (f) treat all Owners fairly;
- (g) not discriminate between Owners in the Scheme when letting Lots;
- (h) not give or take any secret commission;
- (i) keep proper records of all lettings and account to the Owners regularly regarding lettings and expenditure incurred in conjunction with those lettings;
- (j) accept the right of Owners to use other Letting Services and must not harass Owners in any way to obtain listings for the Letting Services;
- (k) only let a Lot for those purposes permitted by the by laws for the scheme;
- (l) supervise the standard of tenants of all lettings arranged by it and ensure so far as practicable that no nuisance is created on the Scheme Land and that the Building and Lots in the Scheme are not brought into disrepute;
- (m) reside, or if the Letting Agent is a corporation, ensure that the person operating the Letting Agent Business, resides in the Letting Agent's Lot; and
- (n) keep the Letting Agent's Lot clean and tidy and ensure that the Letting Agent Business is open and staffed at all times during normal office hours.

6.4 If an Owner engages another person to provide services to the Owner's lot, to assist that person provide those services (including making the lot available for inspection) without demanding any payment or compensation for that assistance.

7. LETTING AGENTS CONDUCT

7.1 The Letting Agent must:

- (a) act honestly, fairly and professionally in conducting the Letting Agent Business;
- (b) exercise reasonable skill, care and diligence in conducting the Letting Agent Business;
- (c) as far as practicable, act in the best interests of the Body Corporate and individual lot owners, unless it is unlawful to do so;

- (d) take reasonable steps to ensure an employee of the Letting Agent complies with the Act, in conducting the Letting Agent Business;
- (e) not engage in fraudulent or misleading conduct in conduct in the Letting Agent Business;
- (f) not engage in unconscionable conduct in conducting the Letting Agent Business under the Letting Agent's authorisation;
- (g) not:
 - (i) cause a nuisance or hazard on Scheme Land; or
 - (ii) interfere unreasonably with the use or enjoyment of a Lot included in the Scheme; or
 - (iii) interfere unreasonably with the use or enjoyment of the Common Property by a person who is lawfully on the Common Property; or
 - (iv) otherwise behave in a way that unreasonably affects a person's lawful use or enjoyment of a Lot or Common Property.
- (h) take reasonable steps to ensure goods and services the Letting Agent obtains for or supplies to the Body Corporate are obtained or supplied at competitive prices.

8. BODY CORPORATE'S OBLIGATIONS

8.1 To the extent that it can lawfully so covenant, the Body Corporate will not:

- (a) itself conduct; nor
- (b) grant to any other person or entity any rights to conduct in the Complex;

a business the same or similar to the Letting Business.

8.2 To the extent that it can lawfully so covenant, the Body Corporate will:

- (a) ensure that the Common Property is cleaned and maintained to the standard of a complex of the nature as the Complex; and
- (b) co-operate with the Letting Agent in taking all action reasonably and practically necessary to stop any person or entity from conducting in the Complex a business the same or similar to the Letting Business.

9. SIGNS

9.1 The Letting Agent may at its own cost, erect or procure the erection of signs in or about this Scheme Land for the purpose of promoting and advertising the Letting Services. Those signs must be of a size, type and design and be placed in locations approved of in writing by the Committee.

9.2 Upon the expiry or termination of this Agreement the Letting Agent must remove any signs erected pursuant to this clause and restore the surfaces of the effected Scheme Land to its original condition.

10. INSTRUCTIONS

- 10.1 The Body Corporate must:
- (a) nominate one person to communicate with the Letting Agent on its behalf; and
 - (b) notify the Letting Agent in writing of the appointment of that Nominee or its replacement.
- 10.2 The Letting Agent must:
- (a) confer with the Nominee concerning the Letting Services; and
 - (b) attend any general meeting or Committee meeting of the Body Corporate if requested and given reasonable notice by the Nominee.

11. ASSIGNMENT

- 11.1 The Letting Agent must not assign its interest in this Agreement unless it obtains the Body Corporate's consent.
- 11.2 The Body Corporate must:
- (a) not unreasonably, arbitrarily or capriciously refuse or delay giving its consent to any proposed assignment; and
 - (b) give its consent or refusal to any proposed assignment within 30 days of the Letting Agent giving to it the information reasonably necessary for the Body Corporate to properly consider the proposed assignment.
- 11.3 Before giving its consent to any proposed assignment, the Body Corporate will be entitled to require:
- (a) satisfactory evidence that the proposed assignee and any Associates are financially sound and reputable, responsible, respectable and capable of satisfactorily performing the Letting Services; and
 - (b) two business references, two personal references and a bank reference of the proposed assignee and any Associates.
- 11.4 As a condition of giving its consent to any assignment, the Body Corporate will be entitled to require:
- (a) that the proposed assignee execute in favour of the Body Corporate a Deed of Covenant to comply with the terms of this Agreement;
 - (b) that the Letting Agent pay to the Body Corporate all legal costs incurred by it in giving its consent;
 - (c) if the proposed assignee is a company, other than a public company, personal guarantees from the working directors and principal shareholders; and

- (d) that the assignee, or if it is a company, it or the Related Person become the registered owner of the Letting Agent's Lot and is also the assignee of rights to act as Caretaker in respect of the Scheme.

11.5 The Body Corporate must not require or receive any premium, payment or benefit for any request to consent or consent given under this clause, except as provided in Clause 11.4(b).

12. TERMINATION

12.1 Each of the following events constitute a default by the Letting Agent:

- (a) the Letting Agent breaches an obligation under this Agreement and in the Body Corporate's reasonable opinion:
 - (i) the non observance can be remedied but the Letting Agent does not remedy it within 14 days after receiving written notice from the Body Corporate requiring rectification;
 - (ii) the non-observance is substantial and can not be remedied or compensated for; or
 - (iii) the non observance can not be remedied but the Body Corporate can be compensated and the Letting Agent does not pay the Body Corporate compensation for the breach within 30 days after the Body Corporate gives it a notice to pay.
- (b) becomes insolvent or is subject to a form of external administration under the Corporations Law or is subject to a sequestration order.
- (c) persistently and repeatedly breaches this Agreement (which shall mean at least 5 material breaches in any one year of the Term) despite the fact that individual breaches may from time to time be remedied;
- (d) engages in misconduct or is grossly negligent in carrying out or failing to carry out obligations under this agreement;
- (e) if the Letting Agent is an individual and is convicted upon indictment of any criminal charge;
- (f) if the Letting Agent sells or transfers its interest in the Letting Agent's Lot without at the same time selling or assigning its interest in this Agreement as required by this Agreement;
- (g) a Related Agreement is terminated;

12.2 If the Letting Agent makes default at any time the Body Corporate may at its selection by notice in writing at any time terminate this Agreement. Termination of this Agreement is without prejudice of the rights of the Body Corporate in respect of the default by the Letting Agent.

12.3 If the Body Corporate fails to perform or observe any of its obligations and duties under this Agreement within 60 days after written notice from the Letting Agent specifying the failure and requiring its rectification, the Letting Agent may by written notice terminate this Agreement.

12.4 If a financier of the Letting Agent acts in place of the Letting Agent or a Controller as defined in the Corporations Act 2001 is appointed by that financier to the Letting Agent in respect of this Agreement, the Body Corporate agrees with the Letting Agent that:

- (i) the Body Corporate's rights to terminate this Agreement are limited to those set out in the Act and the Regulation Module (for example section 145 of the Act and sections 128 and 129 of the Accommodation Module) subject to the Body Corporate complying with section 126(1) of the Act; and
- (ii) the Body Corporate cannot rely upon an event of default in clause 10 of this Agreement to refuse its consent to a transfer or assignment of this Agreement by the financier or Controller (as the case may be), or to terminate this Agreement once a transfer or assignment by the financier or Controller (as the case may be) has taken effect,

provided that nothing in this clause prevents the Body Corporate terminating this Agreement in accordance with the Act or the Regulation Module.;

13. DELIBERATELY OMITTED

14. LETTING AGENT'S LOT

14.1 The Letting Agent must, or if it is a company it or its Related Person must own or otherwise have the right to occupy the Letting Agent's Lot.

14.2 If, under the previous clause the registered owner of the Letting Agent's Lot is some person or persons other than the Letting Agent, the Letting Agent must procure such person or persons to enter into a Deed of Covenant with the Body Corporate (to be prepared by the Body Corporate at the expense of the Letting Agent) to be bound by the terms of this Agreement as far as they relate to the Letting Agent's Lot.

14.3 If the Body Corporate gives its consent to an assignment of the Letting Agent's interest in this Agreement, the Letting Agent or the owner of the Letting Agent's Lot will be required to transfer the Letting Agent's Lot so that upon such assignment and transfer, there will be compliance with this Agreement.

14.4 Upon the termination of this Agreement, the Letting Agent will cause the transfer of the Letting Agent's Lot to the party to whom the Body Corporate enters into an agreement on terms similar to those contained in this Agreement.

14.5 The purchase price of the Letting Agent's Lot under this clause will be as agreed, or failing agreement as determined by a registered valuer nominated by the President of the Australian Institute of Valuers and Land Economists (Queensland Chapter). The valuer's costs will be paid by the Body Corporate except in the case of termination of this Agreement as a result of a breach by the Letting Agent, in which case the valuer's cost will be paid by the Letting Agent.

14.6 The terms and conditions of a sale referred to in clause 14.4 will be those contained in the standard REIQ contract applicable to the sale of strata title lots current at the time of such sale, and will provide for a 5% deposit and completion 30 days after the date of the contract.

15. CARETAKING BUSINESS

15.1 If the Letting Agent has entered into a Caretaking Agreement with the Body Corporate contemporaneously with entering into this Agreement, the parties acknowledge and agree that:

- (a) a default under either of the Caretaking Agreement will constitute a default under this Agreement and vice versa;
- (b) upon the expiration or termination of the Caretaking Agreement, this Agreement will expire or terminate on the same date; and
- (c) the Body Corporate need not give its consent to an assignment of this Agreement unless the Letting Agent assigns to the proposed assignee at the same time its interest in the Caretaking Agreements.

16. COMPLIANCE

- 16.1 The Parties agree to comply with the provisions of all statutes regulating or related to this Agreement.

17. FURTHER ASSURANCES

- 17.1 Each party must promptly or at its own cost do all things (including executing all documents) necessary or desirable to give full effect to this Agreement.

18. SEVERABILITY

- 18.1 If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force.

19. ENTIRE UNDERSTANDING

- 19.1 This Agreement:

- (a) contains the entire Agreement and understanding between the Parties on everything connected with the subject matter of this Agreement; and
- (b) supersedes any prior agreement or understanding or anything connected with that subject matter.

- 19.2 Each Party has entered into this Agreement without relying on any representation by any other Party or any person purporting to represent that Party.

20. VARIATION

- 20.1 An amendment or variation to this Agreement is not effective unless it is in writing and signed by the Parties.

21. WAIVER

- 21.1 A Party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.

- 21.2 The exercise of a power or right does not preclude either its exercise in the further or the exercise of any other power or rights.

- 21.3 A waiver is not effective unless it is in writing.

- 21.4 Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

22. COSTS AND DISBURSEMENTS

- 22.1 Each party must pay its own costs and disbursements connected with the negotiation, preparation and execution of this Agreement.
- 22.2 The Letting Agent shall pay all duties associated with this Agreement.

23. NOTICES

- 23.1 A notice or other communication (“Notice”) connected with this Agreement has no legal effect unless it is in writing and:
- (a) delivered by hand at the address of the addressee set out in this Agreement or subsequently notified;
 - (b) sent by post, postage pre-paid, to that address; or
 - (c) sent by facsimile to the facsimile number of the addressee.
- 23.2 A Notice is deemed given and received:
- (a) if delivered, upon delivery;
 - (b) if sent by post on the second Business Day (to the address to which it is posted) after posting; or
 - (c) if sent by facsimile before 5.00pm on a Business Day at the place of receipt on the day it is sent or otherwise on the next Business Day at the place of receipt.
- 23.3 Despite the previous clause, a facsimile is not deemed given or received unless at the conclusion of the transmission the sender’s facsimile machine issues a transmission report which indicates that relevant facsimile has been sent.

24. LETTING AGENT’S LEAVE

- 24.1 The Letting Agent shall have the right to appoint a suitable person to carry out the Letting Agent’s functions and duties pursuant to this Agreement in the event of an emergency arising or annually for a period or periods totalling four (4) weeks for the purposes of allowing the Letting Agent a holiday for that period each year.
- 24.2 On each occasion details of the proposed replacement shall be provided to the Body Corporate at least one (1) calendar month prior to the commencement of the Letting Agent’s proposed holiday, and the Body Corporate shall as soon as reasonably practicable by notice to the Letting Agent advise of the Body Corporate’s approval or otherwise of the proposed replacement provided that such details need only be provided twenty-four (24) hours prior to any proposed holiday for urgent family, business or personal reasons.
- 24.3 The Body Corporate shall not unreasonably withhold it’s consent to the Letting Agent’s replacement.
- 24.4 It shall be a matter for the Letting Agent’s to ensure the replacement adequately performs the Letting Agent’s Duties and obligations under this Agreement, and any breach of this Agreement by the replacement shall be deemed a breach by the Letting Agent’s.

24.5 Any remuneration payable to the Letting Agent's replacement shall be the responsibility of the Letting Agent.

25. GOVERNING LAW AND JURISDICTION

25.1 The law of Queensland governs this Agreement.

25.2 The parties submit to the non-exclusive jurisdiction of the courts of Queensland and consent to all claims and disputes in relation to this Agreement being instituted in the central Brisbane jurisdiction.

Executed as an Agreement the

day of

2019 .

The Common Seal of Nottingham]
Residences Community Titles Scheme]
was affixed this day of]
2019 in the presence of:]

A witness

Full name of witness



Chairman

Signed Sealed and delivered by]
as Letting Agent]
the day of 20]
in the presence of]

A witness

Full name of witness



SCHEDULE 10

**BODY CORPORATE ASSETS
NIL**

SCHEDULE 11

NOTICE OF NO POOL SAFETY CERTIFICATE

2. LOCATION OF THE SWIMMING POOL

Street address	176 - 184 Nottingham Road
	PARKINSON QLD 4115
	Postcode

3. SHARED OR NON-SHARED POOL

<input type="checkbox"/> Non-shared pool - go to section 4 (e.g. house)	<input type="checkbox"/> Shared pool for short-term accommodation - go to section 4 (hotel, backpacker hostel)
<input checked="" type="checkbox"/> Shared pool for short-term accommodation - go to section 5 (body corporate pool in unit complex)	<input checked="" type="checkbox"/> Sale <input type="checkbox"/> Lease

4. NON-SHARED POOL - PURCHASER NOTICE

If no pool safety certificate is in effect for the pool at settlement, you are notified that:

- the pool may not comply with the pool safety laws and may pose a safety risk to young children
- the pool owner must ensure the pool complies with the pool safety standard and obtain a pool safety certificate for the pool from a licensed pool safety inspector within 90 days of the settlement
- the owner of a non-shared pool must not enter into an accommodation agreement (e.g. a lease) for the property until the pool complies with the pool safety standard and a

pool safety certificate is in effect for the pool

- the pool owner may incur costs in ensuring the pool complies with the pool safety standard and obtaining a pool safety certificate for the pool
- the pool owner commits an offence if they do not comply with their pool safety obligations, with penalties of up to 165 penalty units
- the pool owner must ensure the pool complies with the previous pool safety laws applicable to the pool until a pool safety certificate is obtained for the pool within 90 days of the settlement. **Go to section 6.**

5. SHARED POOL - OWNER, PURCHASER AND OCCUPIER NOTICE

- If no pool safety certificate is in effect for the pool at settlement or the date an accommodation agreement is entered into, the shared pool owner (e.g. body corporate), purchaser and occupier (unless the shared pool is used with short-term accommodation only)* are notified that:
- the pool may not comply with the pool safety laws and may pose a safety risk to young children
- the pool owner must ensure the pool complies with the pool safety standard and obtain a pool safety certificate for the pool from a licensed pool safety inspector within 90 days of the settlement or the date the accommodation agreement is entered into.

- the pool owner and purchaser may incur costs in ensuring the pool complies with the pool safety standard and obtaining a pool safety certificate for the pool
- the pool owner may commit an offence if they do not comply with their pool safety obligations, with penalties of up to 165 penalty units
- the pool owner must ensure the pool complies with the previous pool safety laws applicable to the pool until a pool safety certificate is obtained for the pool by the required date.

*If the shared pool is used in association with short-term accommodation only, then only the pool owner and the purchaser are required to be notified.

6. PROPOSED DATE OF SETTLEMENT OR ACCOMMODATION AGREEMENT

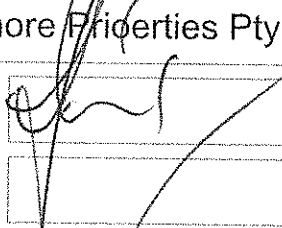
Date can be amended and initialled by the owner if the settlement or accommodation agreement date changes after this form is completed.

Date

7. PROPERTY OWNER'S STATEMENT

It is recommended that the property owner/s keep a record of giving this form to the required parties.

I declare that the information provided in this form is true and correct to the best of my knowledge; there is no pool safety certificate in effect for the pool; and I will give this form to the required parties in accordance with the *Building Act 1975*.

Name of Owner 1	Dartmore Properties Pty Ltd	Name of Owner 2	
Signature Owner 1		Date	10 / 10 / 2019
Signature Owner 2		Date	/ /

- If no pool safety certificate is in effect for the pool, the property owner must give a copy of this notice to:
- before entering a contract of sale of the premises
 - the prospective purchaser
 - before settlement of a contract of sale for the premises:
 - the purchaser
 - the QBCC
 - for shared pools, the pool owner (e.g. body corporate)

- before entering into an accommodation agreement (shared pools only):
 - the person who will be the occupier under the accommodation agreement (only for shared pools not used for short-term accommodation)
 - the QBCC
 - the pool owner (e.g. body corporate).
- Penalties of up to 165 penalty units apply for noncompliance.**

Queensland Building and Construction Commission

Post: GPO Box 5099 Brisbane Qld 4001 T: 139 333 F: +61 7 3225 2999 email: poolsafety@qbcc.qld.gov.au

SCHEDULE 12

AGREEMENT WITH ORIGIN ENERGY ELECTRICITY LIMITED



CENTRALISED ENERGY EQUIPMENT – MASTER AGREEMENT TERMS

This Master Agreement is between Origin Energy Electricity Limited (ABN 33 071 052 287) (referred to as “us”, “we” or “our”) and the Premises Party specified in the Schedule (referred to as “you” or “your”).

SCHEDULE

Item 1: ORIGIN'S DETAILS

Origin Energy Electricity Limited
ABN: 33 071 052 287
Address for notices: GPO Box 186 Melbourne Vic 3001
Telephone number: 1800 684 993
Representative: Mark Ford

Item 2: PREMISES PARTY'S DETAILS

Premises Party: Dartmore Properties Pty Ltd
ABN: 88 166 341 313
Address for notices: 301/50 Marine Pde Southport Qld 4215
Telephone number: (07) 5528 0111
Representative: Peter Honeyman

Item 3: PREMISES & PLAN

Address of Premises: 77 Avondale Crescent Parkinson Qld 4115
Description of Premises: 24 Residential Townhomes
Plan: Lot 12 on SP315937

EXECUTED as an agreement

SIGNED for and on behalf of **Origin Energy Electricity Limited ABN 33 071 052 287** by its duly authorised representative:

MLJH
MLJH

SIGNED for and on behalf of **Dartmore Properties Pty Ltd ABN 88 166 341 313** by its duly authorised representative:

Adrian Wardle
Adrian Wardle (Oct 28, 2020 09:47 GMT+10)

Signature of authorised representative

Adrian Wardle

Name of authorised representative

National Sales Manager

Title of authorised representative

Date 28/10/2020

Heran Building Group
Heran Building Group (Oct 27, 2020 16:43 GMT+10)

Signature of authorised representative

Heran Building Group

Name of authorised representative

Development Manager

Title of authorised representative

Date 27/10/2020

Assignment and Assumption Agreement for Master Agreement between Origin Energy Electricity Limited and Dartmore Properties Pty Ltd ABN 88 166 341 313 as the original Premises Party for 77 Avondale Crescent Parkinson Qld 4115.

- A. The parties executing this Assignment and Assumption Agreement agree:
- (i) With effect from the Date of Assignment:
 - (a) the original Premises Party assigns to the Owners Corporation all rights and benefits under the Master Agreement and all Supply Orders to which, but for this Assignment and Assumption Agreement, the original Premises Party would have been entitled to on or after the Date of Assignment; and
 - (b) the Owners Corporation accepts the assignment of the original Premises Party's rights and benefits under the Master Agreement and all Supply Orders pursuant to clause A(i)(a) of this Assignment and Assumption Agreement.
 - (ii) With effect on and from the Date of Assignment, the Owners Corporation:
 - (a) assumes and must perform all obligations and discharge all liabilities under the Master Agreement and all Supply Orders that, but for this Assignment and Assumption Agreement, the original Premises Party would have been required to perform or discharge on and after the Date of Assignment; and
 - (b) is bound by and must comply with all other provisions of the Master Agreement and all Supply Orders which, but for this Assignment and Assumption Agreement, the original Premises Party would have been bound by on and after the Date of Assignment.
 - (iii) We consent to:
 - (a) the assignment of the rights and benefits under the Master Agreement and all Supply Orders to the Owners Corporation pursuant to clause A(i) of this Assignment and Assumption Agreement and acknowledge that the Owners Corporation is entitled to the rights and benefits under the Master Agreement and all Supply Orders to which, but for this Assignment and Assumption Agreement, the original Premises Party would have been entitled to on and after the Date of Assignment; and
 - (b) the Owners Corporation, pursuant to clause A(ii) of this Assignment and Assumption Agreement, assuming and performing the original Premises Party's obligations and discharging the original Premises Party's liabilities under the Master Agreement and all Supply Orders that arise or are to be performed or discharged by the original Premises Party on or after the Date of Assignment.
 - (iv) With effect on and from the Date of Assignment, we release the original Premises Party from all obligations and liabilities under the Master Agreement and all Supply Orders to be performed or discharged on or after the Date of Assignment.
 - (v) Nothing in this Assignment and Assumption Agreement:
 - (a) affects the original Premises Party's or our rights, liabilities or obligations under the Master Agreement and all Supply Orders before the Date of Assignment; or
 - (b) releases the original Premises Party or us from any obligation or liability under the Master Agreement and all Supply Orders arising before the Date of Assignment and the Owners Corporation does not assume any such obligation or liability.
 - (vi) On and from the Date of Assignment, the address and contact details of the Premises Party for the purpose of notices issued under the Master Agreement and all Supply Orders will be as notified by the Owners Corporation under the Agreement from time to time.
- B. Prior to executing this Assignment and Assumption Agreement, the Owners Corporation must provide us with a valid Australian Business Number.
- C. By signing this Assignment and Assumption Agreement, the Owners Corporation represents and warrants that:
- (i) it validly exists under the law of the place of its incorporation, has the power to sign this Assignment and Assumption Agreement, the Master Agreement and all Supply Orders and has all authority and rights needed to perform them;
 - (ii) all information it provides, or causes to be provided, to the other parties is accurate, up to date and complete; and
 - (iii) signing or performing this Assignment and Assumption Agreement, the Master Agreement and all Supply Orders will not breach, conflict with or infringe any other obligation, agreement, Regulatory Requirement or Encumbrance by which it is bound.

The Common Seal of _____
[insert full name of Owners Corporation]

ABN _____ [Insert]
was affixed in the presence of:

Signature of Secretary

Name of Secretary

Signature of Chairman

Name of Chairman

Date _____

SIGNED for and on behalf of **Dartmore Properties Pty Ltd**
ABN 88 166 341 313 by its duly authorised representative in
the presence of:

Signature of witness

Name of witness

Signature of authorised representative

Name of authorised representative

Title of authorised representative

Date _____

SIGNED for and on behalf of **Origin Energy Electricity**
Limited ABN 33 071 052 287 by its duly authorised
representative in the presence of:

Signature of witness

Name of witness

Signature of authorised representative

Name of authorised representative

Title of authorised representative

Date _____

1. THIS AGREEMENT

- 1.1 This Master Agreement is made up of these Master Agreement Terms and the Schedule.
- 1.2 To the extent of any inconsistency, the various parts of this Agreement prevail over the terms of each other part in the following order:
 - (a) these Master Agreement Terms;
 - (b) the Schedule;
 - (c) any special conditions to a Supply Order; and
 - (d) the remaining terms of the relevant Supply Order.
- 1.3 Capitalised terms used in this Agreement are defined in clause 36.
- 1.4 You acknowledge that you enter into this Agreement for the benefit of each Origin Company.
- 1.5 We hold the benefit of this Agreement (including the right to recover any Liability) for our self and on trust for each Origin Company and are entitled to enforce this Agreement (including any indemnity), whether by way of equitable, legal or statutory relief, for our self and on behalf of any Origin Company.

2. TERM

- 2.1 This Master Agreement starts on the Start Date and, subject to clause 35.3, continues until it is terminated by you or us.
- 2.2 The term of each Supply Order is as set out in the Supply Order.

3. SUPPLY ORDERS

- 3.1 Any services we provide pursuant to this Master Agreement must be provided under a Supply Order.
- 3.2 During the Term, you may request us to provide services at the Premises by making a written request to us specifying:
 - (a) the general nature of the services sought; and
 - (b) any other information we may request relating to the services sought.
- 3.3 We must respond to a request under this clause in writing and advise:
 - (a) that we do not agree to your request; or
 - (b) that we agree to provide the services, in which case, we will prepare a draft Supply Order and provide it to you.
- 3.4 If signed by both parties during the Term, each executed Supply Order forms a separate agreement between you and us.
- 3.5 The terms and conditions that will apply to each Supply Order are the terms set out in this Master Agreement and the relevant Supply Order. The terms of one Supply Order do not apply to the terms of any other Supply Order.
- 3.6 Each Supply Order must state our reference number for this Master Agreement.
- 3.7 We may nominate any Origin Company to be the provider of services and the party to a Supply Order.

4. OUR APPOINTMENT

- 4.1 You agree that we will:
 - (a) be the sole operator of the Centralised Energy Equipment; and
 - (b) offer Retail Services,

at the Premises.

5. YOUR INFRASTRUCTURE

- 5.1 You must, at no cost to us and as soon as practicable:
 - (a) in the case of a New Development, install, commission, operate, maintain and repair or arrange for the installation, commissioning operation, maintenance and repair of the Premises Party Infrastructure at the Premises;
 - (b) in the case of Retrofit Developments:
 - (i) replace or arrange for the replacement of, any Premises Party Infrastructure so that it is compatible with the Centralised Energy Equipment and operate, commission, maintain and repair or arrange for the operation, commissioning, maintenance and repair of the Premises Party Infrastructure at the Premises; and
 - (ii) give our Representatives access to remove the existing infrastructure which is being replaced with the Centralised Energy Equipment; and
 - (c) undertake all other infrastructure, plumbing, piping, electrical or other work at the Premises, required for us to install, commission, operate and maintain the Centralised Energy Equipment and provide the Retail Services.
- 5.2 The Premises, Premises Party Infrastructure and work undertaken under clause 5.1 must:
 - (a) be free from Defects;
 - (b) be fit for its usual purpose;
 - (c) be compatible with the Centralised Energy Equipment; and
 - (d) be installed, operated, maintained and repaired:
 - (i) in accordance with all Approvals and applicable Regulatory Requirements (including those relating to units within the Premises at which life support equipment is in use) and the Final Drawings for the Premises; and
 - (ii) in a safe, timely, competent, efficient and professional manner which meets or exceeds the requirements of Good Industry Practice.
- 5.3 You must promptly advise us of any Defects in relation to the Premises or Premises Party Infrastructure.
- 5.4 You must notify us:
 - (a) at least 10 Business Days before any planned outage or interruption; and
 - (b) as soon as possible of any unplanned outage or interruption,

of the Premises Party Infrastructure which may affect our operation of the Centralised Energy Equipment or the supply of Retail Services to any Customer.
- 5.5 You must provide us with copies of the Proposed Drawings for the Premises before the time specified in a Supply Order. You must consult with us in relation to these drawings. If:

- (a) we notify you that we cannot install or operate the Centralised Energy Equipment or provide the Retail Services at the Premises due to the design shown in the Proposed Drawings; and
 - (b) you do not change the design so that we can carry out the installation, operation and provide the Retail Services,
- (including those relating to units within the premises at which life support equipment is in use); and
- (ii) in a safe, timely, competent, efficient and professional manner which meets or exceeds the requirements of Good Industry Practice.

we may terminate the relevant Supply Order by notice to you, effective immediately.

- 5.6 After following clause 5.5, you must provide us with Final Drawings for the Premises acceptable to us including for the purposes of compliance with Regulatory Requirements.
- 5.7 If specified in a Supply Order, once the Centralised Energy Equipment is installed, you must connect that equipment to the Premises Party Infrastructure in accordance with all applicable Regulatory Requirements.
- 5.8 You must comply with all Regulatory Requirements at all times in relation to health, safety and the environment for the Premises and the Premises Party Infrastructure.
- 5.9 You must ensure that no aspect of the Premises (or its occupation by you or Customers) interferes with the operation and use of the Centralised Energy Equipment, including wireless transmission functionality for the remote reading of meters. You will undertake and pay for any alterations or works required at the Premises to remove any deficiency in wireless signal strength.

6. CENTRALISED ENERGY EQUIPMENT

- 6.1 We must supply, install and commission the Centralised Energy Equipment at the Premises at no cost to you (unless a cost is specified in a Supply Order):
 - (a) for New Developments, at the stage of construction requested by you, provided your request is in accordance with usual industry practice;
 - (b) for Retrofit Developments, once we have removed the equipment which is being replaced with the Centralised Energy Equipment;
 - (c) once we are satisfied that it is safe to do so;
 - (d) once any conditions precedent set out in a Supply Order have been satisfied or waived by us; and
 - (e) once all Approvals relating to the Premises, Premises Party Infrastructure or Centralised Energy Equipment have been obtained, if those Approvals are required to be obtained prior to the installation of the Centralised Energy Equipment.
- 6.2 The Centralised Energy Equipment must:
 - (a) be free from Defects;
 - (b) be fit for its purpose as specified in a Supply Order or if not specified, its usual purpose;
 - (c) be compatible with the Premises Party Infrastructure; and
 - (d) be installed, commissioned, operated, maintained and repaired:
 - (i) in accordance with all Approvals and applicable Regulatory Requirements

- 6.3 You must promptly notify us, by contacting our National Response Centre by telephone on 1800 002 438, of any faults you identify with the Centralised Energy Equipment.
- 6.4 If we identify any faults with the Centralised Energy Equipment, we will, at our discretion, either replace or repair the faulty part of the Centralised Energy Equipment.
- 6.5 We may temporarily deactivate or remove (or both) all or part of the Centralised Energy Equipment at any time:
 - (a) if we believe it is appropriate in an emergency, for safety reasons, to protect the Centralised Energy Equipment or to prevent loss or damage being suffered by us or you; or
 - (b) for repairs, maintenance or testing, or to replace all or part of the Centralised Energy Equipment.

If we do so we must reactivate or reinstall the Centralised Energy Equipment as soon as reasonably practicable and must use best endeavours to avoid or minimise disruption to the Retail Services.

- 6.6 We must comply with all Regulatory Requirements at all times in relation to health, safety and the environment for the Centralised Energy Equipment.
- 6.7 We retain title to the Centralised Energy Equipment unless and until we transfer that title in accordance with this Agreement. You have no right to possession or custody of the Centralised Energy Equipment.
- 6.8 We retain title to the Remote Electronic System and title to that system will not pass to you in any circumstances, unless otherwise expressly agreed in the Supply Order.
- 6.9 You must provide or make available all assistance, information, utilities and amenities (such as electricity and water) reasonably necessary in order for us to perform our obligations under this Agreement, including for us to install, repair, maintain, operate, commission, remove and replace the Centralised Energy Equipment.
- 6.10 The parties agree that the Centralised Energy Equipment is a chattel and not a fixture.

7. ACCESS TO AND LICENCE OVER THE PREMISES

- 7.1 You grant us and our Representatives a non-exclusive licence to access the Premises, including the Common Property, as reasonably required for the purposes of this Agreement, including to allow us or our Representatives to:
 - (a) install, operate, inspect, maintain, repair, replace, disconnect, reconnect or remove the Centralised Energy Equipment;
 - (b) store equipment and materials on the Premises in connection with removal or installation, or the performance of any other obligation of ours under a Supply Order;

- (c) read, disconnect or reconnect any Meter; and
 - (d) supply the Retail Services.
- 7.2 You grant us and our Representatives a non-exclusive licence over, and for the use and enjoyment of, those parts of the Premises where the Centralised Energy Equipment is to be installed or located and areas reasonably needed to access it.
- 7.3 You acknowledge and agree the access and use under the licences granted in clauses 7.1 and 7.2 will not interfere, to an unreasonable extent, with the use or enjoyment of any part of the Premises, including the Common Property.
- 7.4 You must ensure our Representatives' access to the Premises is safe, convenient and unhindered. You must ensure our Representatives can access the Premises:
- (a) immediately if we need access urgently, for example, to prevent loss or damage being suffered by you, a Customer or us; or
 - (b) otherwise between 9am – 6pm on a Business Day, within 3 Business Days of the date we contact you to arrange to do so; or
 - (c) as otherwise specified in a Supply Order.
- 7.5 The licences in clauses 7.1 and 7.2 will automatically be created on and from the Start Date. They will continue until our Representatives have removed the Centralised Energy Equipment from the Premises or until title to the Centralised Energy Equipment transfers to you in accordance with this Agreement.
- 7.6 While accessing the Premises, our Representatives will comply with any reasonable procedures, including site safety procedures, relating to the Premises previously specified to us by you. Where you require us to comply with any such procedure, you must provide:
- (a) us with a written copy of it; and
 - (b) training to all our Representatives accessing the Premises in how to comply with it.
- 7.7 You must notify us in writing of any special hazards or danger attaching to the Premises.

8. APPROVALS

- 8.1 You must obtain any Approval relating to the Premises and the Premises Party Infrastructure, and, if specified in a Supply Order, Your Centralised Energy Equipment Approvals, within any time period set by the Regulatory Requirements or, if no such time period is set, then promptly and without delay.
- 8.2 We must obtain any Approval (other than Your Centralised Energy Equipment Approvals) relating to the Centralised Energy Equipment within any time period set by the Regulatory Requirements or, if no such time period is set, then promptly and without delay.
- 8.3 You must co-operate to facilitate the procurement of any Approval relating to the Centralised Energy Equipment within any time period set by the Regulatory Requirements.
- 8.4 A party may terminate a Supply Order immediately by notice to the other party, and clause 16 will apply, if any Approval is:

- (a) not obtained within any time period set by the Regulatory Requirements;
 - (b) is obtained subject to conditions which impose obligations on that party or its equipment which are unacceptable to that party, acting reasonably;
 - (c) where no time period is set by the Regulatory Requirements, not obtained promptly and without delay;
 - (d) refused; or
 - (e) revoked, terminated or otherwise ceases to apply.
- 8.5 We may terminate a Supply Order immediately by notice to you, and clause 16 will apply, if any condition precedent specified in that Supply Order is not met or waived by us within 24 months of the execution of the Supply Order by both parties. We may extend the 24 month period by notice to you.

9. MUTUAL OBLIGATIONS

- 9.1 In performing its obligations under this Agreement, each party must:
- (a) comply with all Regulatory Requirements;
 - (b) not, by its act or omission, place the other party in breach of any Regulatory Requirement or Approval; and
 - (c) provide all things and take all measures necessary to protect people and property.
- 9.2 Any warranty or guarantee required by law to be incorporated into this Agreement is incorporated. Any warranty, guarantee or implied term which can be excluded by law is excluded.

10. YOUR OBLIGATIONS FOR CENTRALISED ENERGY EQUIPMENT

- 10.1 You must:
- (a) prevent any damage to the Centralised Energy Equipment, including by securing the Centralised Energy Equipment in a locked area or as otherwise specified in a Supply Order;
 - (b) notify us immediately if you become aware that any such equipment is missing, stolen or damaged; and
 - (c) ensure that neither you nor any of your Representatives or any third party damages, tampers, interferes or otherwise deals with any part of the Centralised Energy Equipment, except where reasonably necessary for the purpose of public safety or preventing material damage to property.
- 10.2 You are responsible for, and must reimburse us for, any damage to or interference with any of the Centralised Energy Equipment located or installed at the Premises other than:
- (a) normal wear and tear; or
 - (b) damage as a result of any act or omission by our Representatives.
- 10.3 If you require us to relocate the Centralised Energy Equipment to another location at the Premises, then you must obtain all necessary Approvals and pay all of our costs in doing so prior to us doing the work.

11. RETAIL SERVICES

- 11.1 We will offer to supply Retail Services to the occupants at the Premises:
- (a) once the relevant infrastructure is in place and we are satisfied it is safe to do so;
 - (b) subject to our standard credit, identification and other checks in relation to any Customer;
 - (c) on terms which include or are consistent with any customer term set out in a Supply Order; and
 - (d) except to the extent varied by paragraph (c), on our standard terms.
- 11.2 We will enter into agreements for Retail Services with individual Customers who elect to take up our offer and:
- (a) impose charges and fees on each Customer in respect of the supply of the Retail Services to that Customer (subject to clause 11.1);
 - (b) invoice each Customer for the supply of Retail Services to them on cycles determined by us;
 - (c) collect payment of accounts from each Customer; and
 - (d) connect and disconnect the Retail Services with each Customer,
- in each case in accordance with the terms of the relevant Customer agreement.
- 11.3 You must not disconnect any Customer's Retail Services or the Centralised Energy Equipment.
- 11.4 We may exchange information with our Related Bodies Corporate, Representatives and service providers where required to perform our obligations under this clause 11.
- 11.5 You must:
- (a) refer all matters relating to the Retail Services or individual Customer agreements to us; and
 - (b) not enter into any agreement, arrangement or undertaking with, or make any representation or give any undertaking or commitment to, a Customer concerning the Retail Services or their customer agreement.

12. INVOICING

- 12.1 If a Supply Order provides that you must pay an amount to us, we will issue invoices to you after the end of each calendar month in which an amount becomes payable by you.

13. PAYMENT AND DISPUTES

- 13.1 Unless you dispute an invoice or part of an invoice, you must pay the amount of a valid invoice to us by the Due Date.
- 13.2 If you fail to pay an invoice in full or in accordance with clause 13.5 by the Due Date, we may:
- (a) charge you Interest on the unpaid amount from the Due Date; and
 - (b) recover our costs of enforcing payment of the invoice from you.
- 13.3 Where you dispute an invoice you must provide us with written notice setting out why the amount of the invoice is incorrect by the Due Date.
- 13.4 We will assess your claim as soon as reasonably practicable and advise if we agree the original invoice was incorrect. If we do not agree with your

claim the dispute resolution procedures in clause 21 apply.

- 13.5 Where you dispute part of any invoice and the dispute is not resolved by the Due Date, you must pay by the Due Date the undisputed amount.
- 13.6 Once the dispute is resolved, if a party owes another party an amount it must pay that amount within 8 weeks from the date the dispute is resolved.

14. CUSTOMER DETAILS AND PRIVACY

- 14.1 Each party must comply with the *Privacy Act 1988* (Cth).
- 14.2 If we are unable to contact an owner or occupier of a unit (who is a current or potential Customer), you must use reasonable endeavours to assist us to deliver written communications from us to the owner or occupier at the unit.
- 14.3 We may collect, hold, use and disclose Personal Information about you, Customers or Personnel disclosed to us in the course of performing this Agreement or providing any Retail Services in accordance with our Privacy Policy and the applicable privacy collection statements (see originenergy.com.au/privacy).

15. TERMINATION

- 15.1 A party may terminate a Supply Order (in part or in full):
- (a) if the other party is subject to an Insolvency Event;
 - (b) if the other party is in breach of the relevant Supply Order and fails to remedy that breach within 1 month of receipt of a notice to do so;
 - (c) immediately upon notice to the other party if an event of Force Majeure which has been notified in accordance with clause 25 continues for more than 3 months in respect of that Supply Order;
 - (d) if any representation or warranty made by the other party is untrue or misleading (whether by omission or otherwise) when made.
- 15.2 Without limiting clause 15.1, we may terminate a Supply Order in the following circumstances:
- (a) in accordance with clause 5.5; or
 - (b) in accordance with clause 8.5.
- 15.3 Either party may terminate:
- (a) a Supply Order in accordance with clause 8.4; or
 - (b) this Master Agreement or any Supply Orders at any time by giving the other party not less than 6 months written notice, unless, in the case of a Supply Order, specified otherwise in that Supply Order.
- 15.4 If this Master Agreement is terminated in accordance with this clause 15, any and all Supply Orders entered into under this Master Agreement in place immediately prior to such termination will remain in effect until the earlier of:
- (a) the end of the relevant Supply Term; and
 - (b) the relevant Supply Order is terminated in accordance with this clause 15.
- 15.5 Termination of this Agreement is without prejudice to the rights of the parties occurring before the date of termination.

16. WHAT HAPPENS IF A SUPPLY ORDER IS TERMINATED

16.1 Subject to any applicable Regulatory Requirements, if a Supply Order is terminated for any reason we will cease supplying the applicable Retail Services under this Agreement from the date of termination.

16.2 In addition to any rights arising as a consequence of termination for breach, if a Supply Order is terminated for any reason other than termination by us under clause 15.3(b) and after the Centralised Energy Equipment has been installed at the Premises, then we may at our option:

- (a) sell the Centralised Energy Equipment to you and you must purchase the Centralised Energy Equipment from us. The date of the sale will be the date we notify you that we have elected to sell the Centralised Energy Equipment to you. The price payable by you for the Centralised Energy Equipment will be the value of the Centralised Energy Equipment as determined in accordance with the relevant Supply Order. Title to the Centralised Energy Equipment will pass to you once the invoice is paid in full;
- (b) remove the Centralised Energy Equipment on reasonable notice; or
- (c) forfeit the Centralised Energy Equipment to you, in exchange for the payment of the sum of \$1.00 on request. The date of the forfeiture will be the date we notify you that we have elected to forfeit the Centralised Energy Equipment to you. Title to the Centralised Energy Equipment will pass to you on the date of forfeiture,

but if we terminate a Supply Order under clause 15.3(b), then only clause 16.1(b) or (c) will apply at our option, unless you and we agree in writing an alternative arrangement in relation to the Centralised Energy Equipment.

16.3 In addition to any rights arising as a consequence of termination for breach, if a Supply Order is terminated for any reason other than termination by us under clause 15.3(b) and before the Centralised Energy Equipment has been installed at the Premises, then we may require you to pay:

- (a) our administration costs as determined under the Supply Order;
- (b) any other costs, charges and expenses incurred by us in connection with our performance, or preparation for performance, of the Agreement, provided that if a particular cost, charge or expense is attributable to Centralised Energy Equipment that we believe can be productively redeployed by us within 3 months from the date of termination then we will discount the amount you are required to pay in respect of that cost, charge or expense by the percentage specified in the Supply Order; and
- (c) Interest on working capital allocated to, or expensed in relation to, the Supply Order, not exceeding the total amount specified in the Supply Order.

16.4 You must pay any amount payable under this clause 16 within 1 month of receipt of an invoice from us.

16.5 If title to the Centralised Energy Equipment is transferred to you in accordance with clauses 16.1(a) or (c), the Centralised Energy Equipment will transfer to you in the condition it is in at the date of the sale or forfeiture (as relevant) and all risk in the Centralised Energy Equipment will pass to you on that date. We will not be required to conduct any maintenance or repairs prior to (or after) transferring the Centralised Energy Equipment to you.

16.6 If we remove the Centralised Energy Equipment in accordance with clause 16.1(b), we will leave the Premises in a safe and functional condition (taking into account fair wear and tear). However, we will not remedy any aesthetic damage such as scratching or fading of walls or roof, or repair damage not caused by us or the Centralised Energy Equipment.

16.7 In this clause 16, the Centralised Energy Equipment does not include the Remote Electronic System unless otherwise expressly provided in the Supply Order.

17. ENTRY INTO THIS AGREEMENT BY OWNERS CORPORATION

17.1 This clause 17 only applies for New Developments. References to Supply Orders in this clause 17 refer to Supply Orders executed prior to the Date of Assignment.

17.2 You must register the Plan in respect of the Premises promptly or, if the Premises is in New South Wales, as soon as reasonably practicable.

17.3 If the Premises is in Queensland, South Australia, Victoria, Western Australia, the Australian Capital Territory or the Northern Territory, promptly after registration of the Plan you must procure the Assignment and Assumption Agreement be signed by both the Owners Corporation and by you, to give effect to the assignment and assumption documented in this clause 17.

17.4 If the Premises is in NSW, promptly after registration of the Plan and before settlement of any sales of units in the Premises, you must hold an inaugural general meeting of the Owners Corporation and procure the Assignment and Assumption Agreement be signed by both the Owners Corporation and by you, to give effect to the assignment and assumption documented in this clause 17.

17.5 You must provide us with a copy of the executed Assignment and Assumption Agreement immediately after it is executed and dated by you and the Owners Corporation.

17.6 The effective transfer of this Master Agreement and all Supply Orders will occur when the Assignment and Assumption Agreement is signed by all of the Owners Corporation, the original Premises Party and us.

18. WARRANTIES

18.1 Each party represents and warrants that:

- (a) it validly exists under the law of the place of its incorporation, has the power to sign this Agreement and has all authority and rights needed to perform it;
- (b) all information it provides, or causes to be provided, to the other party is accurate, up to date and complete; and

- (c) signing or performing of this Agreement will not breach, conflict with or infringe any other obligation, agreement, Regulatory Requirement or Encumbrance by which it is bound.

18.2 The representations and warranties set out in this clause 18 are made, given and repeated on the Start Date, the Date of Assignment and each following day until all Supply Terms in respect of Supply Orders have ended.

19. PARTNERSHIPS AND TRUSTS

19.1 If you are a partner in a partnership, each partner is jointly and severally liable under this Agreement.

19.2 If you enter this Agreement as a trustee you represent and warrant in your own right and as trustee of the Trust, that as at the date of this Agreement and until such time as all your obligations under this Agreement are discharged:

- (a) you are the sole trustee of the Trust;
- (b) you have the requisite capacity and authority to enter this Agreement on behalf of, and to bind the beneficiaries of, that Trust and to perform all obligations under this Agreement pursuant to the documents governing that Trust; and
- (c) you have the right to be fully indemnified out of the assets of the Trust in relation to this Agreement and the assets of the Trust are sufficient to satisfy all obligations of the Trust under this Agreement.

20. INDEMNITIES AND LIABILITY

20.1 You indemnify us and our Representatives against any claim or from any Liability we incur or suffer in connection with or arising from this Agreement, relating to:

- (a) your breach of this Agreement, a Regulatory Requirement or an Approval or contributing to our breach of a Regulatory Requirement or an Approval;
- (b) your negligence or that of your Representatives; and
- (c) any personal injury, illness, disease or death of:
 - (i) any of your Representatives; and
 - (ii) any of our Representatives or any third party, but in this case only to the extent that such personal injury, illness, disease or death is caused or contributed to by an act or omission (whether negligent or otherwise) or by a breach of duty (whether statutory or otherwise) of you or your Representatives.

20.2 Neither party nor its Representatives are liable, and must not make a claim against, the other party for any Excluded Loss in connection with or arising from this Agreement.

20.3 Subject to clause 20.4, to the extent permitted by law, the total aggregate Liability of a party to the other party in connection with or arising from this Agreement is limited to the greater of:

- (a) \$100,000; and
- (b) the Installation Value of the Centralised Energy Equipment.

20.4 The limitation of Liability in clause 20.3 will not apply:

- (a) for any Liability for personal injury, illness, disease or death; or
- (b) to the extent that a party is either entitled to be indemnified or paid for that Liability under any insurance policy held by that party or would have been so entitled or paid if it had:
 - (i) complied with its insurance obligations under this Agreement;
 - (ii) promptly claimed, and diligently pursued, such claim under that insurance policy; and
 - (iii) complied with the terms and conditions of that insurance policy; or
- (c) for any Liability under the indemnity in clause 28.2.

21. DISPUTE RESOLUTION

21.1 All disputes must be dealt with in accordance with this clause 21.

21.2 The party claiming the dispute must give a written notice to the other party setting out particulars of the dispute (**Dispute Notice**).

21.3 The dispute must be referred to authorised representatives of the parties. The authorised representatives must meet (by telephone if not in person) within 2 weeks and negotiate to resolve the dispute.

21.4 If for any reason the dispute has not been resolved within 4 weeks after service of the Dispute Notice either party may commence court proceedings.

21.5 Pending the resolution or determination of a dispute, each party must continue to perform their respective obligations under this Agreement.

- 21.6 Nothing in this clause 21 prevents a party from:
- (a) seeking urgent interlocutory or declaratory relief where, in that party's reasonable opinion, that action is necessary to protect that party's rights; or
 - (b) terminating this Agreement where it has a right under the Agreement to do so.

22. CONFIDENTIALITY

22.1 Each party must keep all Confidential Information confidential.

22.2 A party may disclose Confidential Information:

- (a) with the other party's prior written consent;
- (b) on a confidential basis, to a potential purchaser of its shares or assets or the shares or assets of any of its Related Bodies Corporate;
- (c) on a confidential basis to its Representatives, advisers, financiers or potential financiers and insurers or potential insurers (or those of a Related Body Corporate) to the extent disclosure is reasonably required; or
- (d) if required by Regulatory Requirements or applicable stock exchange rules.

23. ASSIGNMENT

23.1 We may assign, transfer or novate this Agreement (including the licences granted to us under clause

7) to any of our Related Bodies Corporate or any third party by prior notice to you.

- 23.2 Except as provided for in clause 17 or 23.3, you may only assign, transfer or novate this Agreement with our prior written consent.
- 23.3 If you sell or otherwise dispose of your interest in the Premises, in part or in full, prior to the Owners Corporation entering this Agreement in accordance with clause 17, you must:
- (a) notify us of the intended disposal;
 - (b) give written notice to any sales agents and prospective purchasers about this Agreement;
 - (c) if you dispose of your full interest in the Premises, novate this Agreement to the Purchaser (on terms acceptable to us acting reasonably) so that the Purchaser will be bound by your obligations under this Agreement as if the Purchaser had originally entered into this Agreement as you; and
 - (d) if you dispose of part of your interest in the Premises, procure that the Purchaser is also bound by your obligations under this Agreement in relation to its part interest in the Premises (on terms acceptable to us acting reasonably).
- 23.4 If you are the Owners Corporation, you must not Encumber this Agreement.

24. SUBCONTRACTING

- 24.1 We may subcontract all or part of our obligations under this Agreement to any third party. We may perform any obligations under this Agreement through a Representative.
- 24.2 For Premises in Victoria:
- (a) we will enter into a contract with a subcontractor to carry out the installation, commissioning, operation, maintenance, repairs, deactivation and removal of the Centralised Energy Equipment;
 - (b) despite anything else in this Agreement, any reference in this Agreement to us performing any service described in clause 24.2(a) is a reference to us arranging for our subcontractor to perform those services; and
 - (c) nothing in this Agreement obliges or requires us to carry out, or to arrange or manage the carrying out of, any domestic building work within the meaning of the Domestic Building Contracts Act 1995 (Vic).

25. FORCE MAJEURE

- 25.1 A party will be excused for any non performance of its obligations under this Agreement (other than an obligation to pay money) during the time and to the extent that Force Majeure prevents the party from doing so.
- 25.2 A party must:
- (a) try to remove, overcome or minimise the effects of Force Majeure as soon as it can; and
 - (b) give the other party prompt notice of the Force Majeure including details of its expected duration.
- 25.3 If the effects of such an event are widespread, we may give you prompt notice by making the

necessary information available on a 24 hour telephone service promptly after becoming aware of the event.

26. INSURANCE

- 26.1 For New Developments, you must, or must cause your contractors and subcontractors to, obtain and maintain until practical completion of construction of the Premises, with a major insurance company carrying on general insurance business in Australia, "Construction All Risks" insurance for a liability of not less than the full value of construction including the full value of the Centralised Energy Equipment as notified by us to you.
- 26.2 You must obtain and maintain for the Supply Term, with a major insurance company carrying on general insurance business in Australia:
- (a) any insurance required by a Regulatory Requirement; and
 - (b) current third party public and product liability insurance covering liability to us, our Representatives and any third party for death or bodily injury (including illness) and loss of and/or damage to (or loss of use of) any property arising out of anything done or omitted to be done by you and liabilities arising from sudden and accidental pollution for the following minimum amounts:
 - (i) for public liability - \$10 million per incident; and
 - (ii) for products liability - \$10 million for any 12 month period.
- 26.3 You must obtain and maintain from the date of practical completion of the building and for the remainder of the Supply Term, with a major insurance company carrying on general insurance business in Australia, building insurance for a liability of not less than the full value of the building including the full value of the Centralised Energy Equipment as notified by us to you.
- 26.4 On request from us you must provide us with evidence of the insurances maintained in accordance with this clause 26.

27. GST

- 27.1 In this clause, all terms that are defined in the GST law have the same meaning in this clause.
- 27.2 Unless otherwise stated, monetary amounts are stated exclusive of any GST component. Amounts calculated by reference to monetary amounts are to be calculated on the GST exclusive component.
- 27.3 If a taxable supply is made under or in connection with this Agreement, then subject to the recipient receiving a tax invoice, the recipient agrees to pay to the supplier an additional amount (GST Amount) equal to the applicable rate of GST multiplied by the amount of the consideration for the taxable supply. The GST Amount is payable at the same time as the consideration is payable for the supply. Where a party reimburses or indemnifies another party for an expense or other amount, the reimbursement or indemnification will be net of any input tax credit the other party (or its representative member) is entitled to claim.

28. TAXES

- 28.1 Prior to signing this Agreement, you must provide us with a valid Australian Business Number. We will have no obligations under this Agreement until you provide a valid Australian Business Number to us.
- 28.2 If we are required in our opinion to withhold any amount in respect of tax from a payment to be made to you under this Agreement, we are entitled to do so and such withholding and payment to the relevant taxing authority will be a good discharge of our obligation to pay the relevant amount to you. In the event that we pay an amount to you without withholding an amount in respect of tax, you indemnify us for any loss suffered by us as a result of failing to withhold.

29. LAWS APPLICABLE TO THIS AGREEMENT

- 29.1 This Agreement is governed by the laws in force in the state or territory where the Premises is located.
- 29.2 Each party submits to the non-exclusive jurisdiction of the courts of that place.

30. PERSONAL PROPERTY SECURITIES ACT

- 30.1 We may apply for any registration, or give any notice, in connection with this Agreement under the PPSA. You consent to such registration or notice and agree to waive your right to receive a verification statement, and agree not to make an amendment demand.
- 30.2 Except where required by section 275(7) of the PPSA, information of the kind mentioned in section 275(1) of the PPSA must not be disclosed by either party.

31. VARIATIONS TO THIS AGREEMENT AND WAIVER

- 31.1 Unless otherwise specified in this Agreement, any variations to the terms of this Agreement or any waiver of any rights of any party has no effect unless it is in writing and signed by the parties (in the case of a variation) or the party granting the waiver (in the case of a waiver).
- 31.2 A party's failure or omission to exercise, enforce or require strict or timely compliance with any provision of this Agreement does not affect or impair that provision, or the right of that party to avail itself of the remedies it may have in respect of any breach of that provision.

32. NOTICES

- 32.1 A notice or other communication under this Agreement is only effective if:
 - (a) in writing and addressed to the person to whom it is given; and
 - (b) sent by:
 - (i) email to the email address notified by the relevant party to the other party; or
 - (ii) mail to the relevant party's address for notices as specified in the Schedule or amended by a party by notice to the other party.
- 32.2 A notice is given:
 - (a) if sent by email – 24 hours after the email was sent, unless the sender receives an automated message that the email was not delivered or knows the email was not delivered or could not be read; or

- (b) if sent by mail – if sent by priority mail, 3 Business Days after posting, or if sent by regular mail, 6 Business Days after posting.

33. ANTI-BRIBERY

- 33.1 Each party must ensure that in connection with this Agreement it and its Representatives have complied and will comply with all applicable anti-bribery, fraud, secret commission and corruption laws.
- 33.2 Each party confirms that it and its Representatives have not received, and will not receive, any payment, benefit or other thing of value (whether by way of gift, kickback or otherwise) in connection with this Agreement that is not legitimately due to it or its Representatives.
- 33.3 A party must not make any facilitation payment in connection with this Agreement.
- 33.4 Each party agrees that it and its Representatives:
 - (a) have not offered, given, promised, or authorised giving; and
 - (b) will not offer, give, promise, or authorise giving, directly or indirectly, money or anything of value to a government official for any purpose in connection with this Agreement.

34. CHANGE OF LAW

- 34.1 If there is a Change of Law we may change the terms of this Agreement to the extent reasonably required as a result of the Change of Law, including to avoid a breach of any Regulatory Requirement.
- 34.2 We will give you notice of any changes to the terms, and the date they will apply from, as a result of Change of Law as soon as practicable. The changes may be retrospective back to the date of the Change of Law. We will provide, on your request, reasonable information and explanation about the changes.

35. GENERAL PROVISIONS

- 35.1 This Agreement supersedes all prior and other negotiations, representations, proposals, understandings and agreements, whether written or oral, relating to the subject matter of this Agreement.
- 35.2 You acknowledge you have not relied on any predictions, forecasts, advice or statements of opinion by us, or any of our employees or agents, as to the appropriateness or financial effect of this Agreement or the provision of any Retail Services or market conditions.
- 35.3 Clauses 7, 16, 17.6, 18, 19.2, 20, 21, 22, 26, 27 and 28 survive termination or expiry of this Agreement. Other terms of this Agreement will survive termination or expiry of this Agreement where it is necessary for it to do so to enable a party to enforce a right accrued on or before termination or expiry.
- 35.4 It is not necessary for us to incur an expense or make a payment before enforcing a right of indemnity conferred by this Agreement.
- 35.5 If any part of this Agreement is unlawful, unenforceable or invalid, that part will be treated as removed from the Agreement, but the rest of the Agreement is not affected.

36. DEFINITIONS

The following definitions apply in this Agreement unless the context requires otherwise.

Approval means any licence, permit, consent, authorisation, approval, registration, determination, certificate, exemption, filing, notice, qualification or other requirement (and any conditions attached to any of them) of or issued by any Regulatory Authority that must be obtained, held or satisfied by a party to supply, perform, receive or use the services to be supplied or perform that party's obligations under this Agreement or otherwise in relation to this Agreement.

Assignment and Assumption Agreement means the agreement of that name which is incorporated into this Master Agreement (or a copy in the same terms as that agreement).

Australian Standards means the standards developed and approved by or on behalf of Standards Australia Limited ABN 85 087 326 690 and designated as an "Australian Standard".

Business Day means a day which is not a Saturday, Sunday or a state wide public holiday in the state in which the Premises is located.

Centralised Energy Equipment means:

- (a) the apparatus, equipment and accessories installed or to be installed by our Representatives at the Premises as set out in a Supply Order; and
- (b) any Remote Electronic System identified in a Supply Order, except to the extent expressly excluded by this Agreement.

Change of Law means:

- (a) a change in any Regulatory Requirement or Tax;
- (b) any variation in the interpretation, effect or administration of any Regulatory Requirement or Tax,

taking effect after the Agreement Date, that has or will directly or indirectly affect:

- (c) the costs or benefits that we or one of our Related Bodies Corporate have or will incur in connection with this Agreement; or
- (d) the performance or enjoyment of this Agreement by either party,

except that a Change of Law does not apply if the event in question relates to income tax as defined in the Income Tax Assessment Act 1997 (Cth).

Common Property means all the areas of the Premises which are owned or controlled by you including the areas shown as common property on the Plan.

Confidential Information means:

- (a) this Master Agreement;
- (b) any Supply Order;
- (c) all information relating to the value of the Centralised Energy Equipment or Remote Electronic System disclosed or made available to a party by or on behalf of the other party; or
- (d) all information a party derives or produces, whether in whole or in part, from the information disclosed under paragraphs (a) to (c).

Customer means any person who enters into a contract with us for the purchase of, or who uses (without having agreed to a written contract with us), Retail Services at the Premises. Where you are supplied with Retail Services, Customer includes you.

Date of Assignment means the date on which the Assignment and Assumption Agreement is signed by the last party to do so.

Defect means, with respect to the Centralised Energy Equipment, Premises or any Premises Party Infrastructure:

- (a) any error, defect, omission, deficiency, non-conformity, fault, failure, malfunction or discrepancy of any type and howsoever arising, whether or not in comparison against any Regulatory Requirement, Australian Standard, Approval or any warranty or guarantee (including a performance warranty or guarantee) (as the context requires); or
- (b) any other failure to comply with the requirements of this Agreement.

Dispute Notice has the meaning given in clause 21.2.

Due Date means the date for payment set out on the invoice.

Encumbrance includes any mortgage, charge, pledge, lien, encumbrance, assignment, security interest, title retention, possessory right, preferential right, trust arrangement, contractual right of set-off or any other security agreement or arrangement in favour of any person by way of security for the payment of a debt or any other obligation.

Excluded Loss means any:

- (a) loss of contract, profit, revenue or anticipated savings;
- (b) loss of or damage to, reputation, credit rating or goodwill;
- (c) loss or denial of opportunity;
- (d) loss of access to markets;
- (e) overheads and wasted expenditure;
- (f) financing costs;
- (g) special, incidental or punitive damages; or
- (h) any loss or damage arising from special circumstances that are outside the ordinary course of things,

however arising in respect of any circumstances under or in connection with this Agreement, and regardless of whether a claim for same is made under this Agreement, a Regulatory Requirement, tort, negligence, strict liability, under an indemnity or a warranty, in equity or otherwise.

Final Drawings means the final version of the Proposed Drawings.

Force Majeure means, with respect to an obligation of a party under this Agreement, any event or circumstance that:

- (a) occurs on or after the Start Date and is not within the reasonable control of that party;
- (b) could not be prevented, overcome or remedied by the exercise of due diligence and Good Industry Practice by that party; and
- (c) results in that party being unable to meet or perform that obligation or delays its ability to do so,

and includes any event or circumstance in connection with a pandemic declared by the World Health Organisation or an Australian government, despite the pandemic itself having commenced prior to the commencement of this Agreement as long as it meets the criteria in paragraphs (a) to (c) other than in respect of the timing of the event or circumstance.

Good Industry Practice means, in relation to any activity, the standard of skill, care, diligence and workmanship that would be exercised by a skilled person who is experienced in carrying out activities of the same or similar nature.

GST has the meaning given in the GST law.

GST law has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Insolvency Event means a party becomes insolvent, bankrupt or otherwise cease trading or a liquidator, receiver, administrator or similar official is appointed to the party or all of the assets of the party or the party is otherwise unable to pay its debts as and when they fall due.

Installation Value means the value specified in a Supply Order, being the estimated value of the Centralised Energy Equipment including installation cost.

Interest means the rate of interest on any day which is the average bid rate for bills having a tenor of 90 days which is displayed on the page of the Reuters Monitor System designated "BBSY" plus 2%, calculated daily, and at our discretion, compounded monthly.

Liability includes any loss, damage, liability, cost, charges and expenses.

Master Agreement Terms means this document.

Meter means a meter installed at the Premises pursuant to a Supply Order to measure Retail Services used by a Customer.

New Development means a development where you are undertaking or have undertaken the construction of the Premises.

Origin Company means us and any of our Related Bodies Corporate.

Owners Corporation means the body corporate or owners corporation for the Premises whose identity and contact details (including full name, ABN, address for notices, telephone number and contact representative) have been notified to us.

Personal Information has the meaning given in the *Privacy Act 1988* (Cth).

Personnel means those persons who a party uses to perform that party's obligations, whether an employee, director, officer, representative, contractor, subcontractor, agent of or seconded to, that party or any of its Related Bodies Corporate or otherwise.

Plan means:

- (a) if the Premises are in South Australia, the plan of community division and scheme description;
- (b) if the Premises are in Queensland, the plan and community management statement;
- (c) if the Premises are in the Northern Territory, the scheme statement;
- (d) if the Premises are in the Australian Capital Territory, the registered units plan;
- (e) if the Premises are in Victoria or Western Australia, the registered plan of subdivision;
- (f) if the Premises are in New South Wales, the registered strata plan of subdivision,

set out in item 3 of the Schedule.

Premises:

- (a) means the building (or, before construction, the proposed building) and land at the address described in item 3 of the Schedule; and

- (b) includes the Common Property; and

- (c) if the Premises is in Queensland or South Australia, then once the Plan is registered, also includes the scheme land (excluding the lots in the scheme).

Premises Party means the party specified in item 2 of the Schedule or an Owners Corporation to who this Agreement is assigned and novated to as contemplated by clause 17.

Premises Party Infrastructure means the piping, plumbing, electrical and other infrastructure set out in a Supply Order, but excluding the Centralised Energy Equipment.

Proposed Drawings means the proposed drawings specified in a Supply Order.

Purchaser means a transferee or assignee of your interest in the Premises.

Regulatory Authority means:

- (a) any government or a governmental, quasi governmental or judicial entity or authority;
- (b) a stock exchange; and
- (c) any other authority, agency, commission, regulator, ministry, department, instrument, tribunal (including any pricing body), enterprise or similar entity,

that has powers or jurisdiction under any Regulatory Requirement over a party or any act relating to this Agreement.

Regulatory Requirement means:

- (a) any act, regulation or other statutory instrument or proclamation of any applicable jurisdiction in which any act or obligation in connection with this Agreement is or is to be carried out or regulated;
- (b) any applicable law, whether of a legislative, equitable or common law nature;
- (c) any applicable Australian Standards and codes (including voluntary codes with which we or any of our Related Bodies Corporate have committed to comply); and
- (d) any judgment, decree or similar order with mandatory effect or any binding requirement or mandatory approval of a Regulatory Authority, including any Approval,

relevant to the supply, performance, receipt or use of the services to be supplied, or to the performance of a party's obligations, under this Agreement or otherwise relevant to a party.

Related Body Corporate has the meaning given in the *Corporations Act 2001* (Cth).

Remote Electronic System means the software and hardware used by us to read the Meters remotely.

Representative means a party's Personnel and any other officer, director, employee, representative, agent of or seconded to, a party or any of its Related Bodies Corporate.

Retail Services means the provision of retail services by us to Customers as described in a Supply Order.

Retrofit Development means a Premises that has been constructed and existing infrastructure to provide the Retail Services is in place.

Schedule means the schedule to this Master Agreement.

Start Date means the date by which this Master Agreement is signed by both the original Premises Party and us.

Supply Order means a supply order established and signed pursuant to this Agreement in respect of particular Centralised Energy Equipment.

Supply Term means, in respect of a Supply Order, the term of the Supply Order as specified in it.

Tax means a tax (including corporate tax, resource rent tax, income tax, fringe benefits tax, payroll tax, PAYG and subcontractor's taxes), levy, duty (including customs duty and stamp duty), excise, charge, royalty (whether based on value, profit or otherwise), fee, surcharge, contribution, impost, deduction or withholding, however it is described, whether direct or indirect, by whatever method collected or recovered, that is imposed by a Regulatory Requirement or by a Regulatory Authority, in any jurisdiction (including a liability on an entity as a result of its being jointly or severally liable for another entity's Tax).

Term means the period from the Start Date until the effective termination of this Master Agreement.

Trust means the trust identified in item 2 of the Schedule (if applicable).

Your Centralised Energy Equipment Approvals means the Approvals or the connections, consents, confirmations, reports, opinions, agreements or other requirements, by, from or with, third parties that must be obtained for the installation and operation of the Centralised Energy Equipment, and which you must obtain in accordance with a Supply Order.

37. INTERPRETATION

Unless otherwise stated:

- (a) a reference to this Agreement or another document includes any variation or replacement of any of it;

- (b) the singular includes the plural and vice versa;
- (c) a reference to a statute, code or other law includes regulations and other instruments or directives under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) a person includes any type of entity or body, whether or not it is incorporated or has a separate legal identity, and any executor, administrator, successor or permitted assigns;
- (e) a reference to a body (other than a party) which ceases to exist, or whose powers or function are transferred to another body, is a reference to the body which replaces it or substantially succeeds to its powers or functions;
- (f) specifying anything after the words "include" "including", "for example" or similar expression does not limit what is included;
- (g) the expression "relating to" and similar grammatical expressions includes arising from, concerning or in connection with (whether directly or indirectly);
- (h) a reference to a Liability incurred or suffered by us includes Liabilities of our Related Bodies Corporate relating to the relevant matter;
- (i) a reference to a variation of a Charge includes introducing a new charge;
- (j) a reference to "this Agreement" in these Master Agreement Terms is to be read as a reference to the Master Agreement or a Supply Order as the context requires.

SUPPLY ORDER – METERING EQUIPMENT FOR EMBEDDED NETWORKS

Origin details (“we, us, our”): Origin Energy Electricity Limited ABN 33 071 052 287

Premises Party details (“you, your”): Dartmore Properties Pty Ltd, ABN 88 166 341 313, 301/50 Marine Pde Southport Qld 4215

Supply Order Date: The date this Supply Order is executed by the last party.

Originating Master Agreement Reference Number: MF77AVONDALE211020

1. SUPPLY ORDER TERMS

- 1.1 This Supply Order sets out the terms upon which we will provide the Centralised Energy Equipment to you, procure construction services from you and offer Retail Services to Customers.
- 1.2 The terms of this Supply Order comprise:
 - (a) the terms set out in this Supply Order; and
 - (b) the terms set out in the Master Agreement Terms, which are incorporated into this Supply Order by reference (as if set out in full).

2. SUPPLY TERM

- 2.1 The period from the date this Supply Order is executed by the last of the parties to do so until the effective termination of this Supply Order.

3. SPECIAL CONDITIONS (REFER CLAUSE 1.2(C) MASTER AGREEMENT TERMS)

- 3.1 From no later than the date the Premises is permanently connected to the national electricity market, and then for the remainder of the Supply Term, you must ensure that we are the account holder for the sale of electricity to, and Financially Responsible for, the Gate Meter.
- 3.2 If this Supply Order is terminated, you must appoint another person to be Financially Responsible for the Gate Meter from the effective date of termination.
- 3.3 Subject to clauses 3.4 and 3.5 of this Supply Order, we will pay to the original Premises Party the Charge which represents payment for the safe, appropriate and complete installation of the equipment described in clauses 6.2 and 6.3, and also a contribution towards other components of the Premises Party Infrastructure.
- 3.4 The original Premises Party may invoice us for the Charge no earlier than when the construction of the premises has reached practical completion and the Centralised Energy Equipment has been installed. We will pay to the original Premises Party the amount for the Charge validly set out in a tax invoice within 6 months after the date of the tax invoice.
- 3.5 You must ensure that the embedded electrical network at the Premises is not used to supply electricity to any person other than the original Premises Party before the Supply Order is transferred to the Owners Corporation in accordance with clause 17 of the Master Agreement Terms.
- 3.6 We must, before any electricity is supplied to a person other than the relevant Premises Party, cooperate with the Owners Corporation to ensure that the Owners Corporation obtains any necessary registrations or exemptions required in accordance with the relevant Regulatory Requirements to permit the Owners Corporation to own, operate and/or control any embedded electrical network at the Premises.
- 3.7 Clause 15.3 of the Master Agreement Terms is deleted and replaced with the following:

“15.3 Either party may terminate:

 - (a) a Supply Order in accordance with clause 8.4; or
 - (b) this Master Agreement or any Supply Orders (in part or in full) at any time by giving the other party not less than 6 months written notice, except that you must not terminate this Master Agreement or any Supply Orders during the Initial Term.”
- 3.8 In this Supply Order:

Charge means \$1,200.00 exclusive of GST

Gate Meter means the meter that records the total amount of electricity supplied from the national electricity market to the Premises.

Financially Responsible has the meaning given to that term in the National Electricity Rules.

Initial Term means the period from the Start Date to the *third* anniversary of the date the Master Agreement and this Supply Order are transferred to the Owners Corporation under clause 17 of the Master Agreement Terms.

Installation Value means the value identified in clause 8.2.

SUPPLY ORDER – METERING EQUIPMENT FOR EMBEDDED NETWORKS

4. CENTRALISED ENERGY EQUIPMENT

4.1 Centralised Energy Equipment to be provided (Refer clause 6 Master Agreement Terms)

The quantities and items below are based on the information provided by you before the date this Supply Order is executed by the last party. If that information changes, then we may vary the quantities and items by notice to you.

Item description	Quantity
Single Phase Electricity Meter	25
Remote Electronic System	1

4.2 Purpose of Centralised Energy Equipment (Refer clause 6.3(b) Master Agreement Terms)

The purpose of the Centralised Energy Equipment is its usual purpose within the meaning of the National Measurement Institute Pattern Approval Requirements NMI M 6-1 and NMI M 6-2.

4.3 Access and security requirements for Centralised Energy Equipment (Refer clauses 7.3(c) and 10.1(a) Master Agreement Terms)

Nil

4.4 Connection of Centralised Energy Equipment to the Premises Party Infrastructure (Refer clause 5.7 Master Agreement Terms)

You must connect the Centralised Energy Equipment to the Premises Party Infrastructure.

5. DRAWINGS (REFER CLAUSE 5.5 MASTER AGREEMENT TERMS)

5.1 Drawings to be provided are the electrical schematic drawings for the Premises.

5.2 Proposed Drawings must be provided before the main switchboard has been manufactured.

6. PREMISES PARTY INFRASTRUCTURE (REFER CLAUSE 5 MASTER AGREEMENT TERMS)

6.1 The Premises Party Infrastructure includes:

- (a) the embedded electrical network, that is, the system of electric lines, switchboards and other hardware, used by you to take delivery of electricity from a distribution system and distribute electricity within the Premises;
- (b) the Gate Meter; and
- (c) the equipment set out in clauses 6.2 and 6.3 below.

6.2 For whole current metering installations you must provide the following equipment:

- (a) Metering panels and associated wiring. Meter panels must be constructed of insulating material and:
 - (i) comply with Australian Standard 3439 or the equivalent international standard developed by the International Electrotechnical Commission; and
 - (ii) be suitable for their intended use and environment, including exposure to ultra violet where exposed to daylight.
- (b) Supply fuse, to be installed upstream of each metering installation.

6.3 For current transformer metering installations you must provide the following equipment:

- (a) Metering panels and current transformer chambers. Meter panels must be constructed of insulating material and:
 - (i) comply with Australian Standard 3439 or the equivalent international standard developed by the International Electrotechnical Commission; and
 - (ii) be suitable for their intended use and environment, including exposure to ultra violet where exposed to daylight.
- (b) Continuous conduit draw wire.
- (c) Current transformer chambers with 32 amp fuses.

7. RETAIL SERVICES AND RETAIL SERVICES TERMS (REFER CLAUSE 11 MASTER AGREEMENT TERMS)

7.1 In this Supply Order, Retail Services means the sale of electricity by us, and associated meter reading, billing and collection services.

7.2 We will offer Retail Services to the Customers incorporating electricity usage rates that are:

SUPPLY ORDER – METERING EQUIPMENT FOR EMBEDDED NETWORKS

- (a) set on a date chosen by us which will be a date after the Start Date but before we begin to enter into agreements for the Retail Services with individual Customers who elect to take up our offer (**Set Date**); and
- (b) re-set by us in each successive year in January, if the Customer is in Victoria, or in July in other areas, or at any other time in our absolute discretion (**Re-set Date**).

8. VALUATION UPON TERMINATION AFTER INSTALLATION (REFER CLAUSE 16.2 OF THE MASTER AGREEMENT TERMS)

8.1 The valuation of the Centralised Energy Equipment will be calculated as follows:

The value of the Centralised Energy Equipment will be the Disbursed Cost plus Administration Cost, which in total will not exceed the Installation Value.

For this purpose:

Disbursed Cost means the cost of the Centralised Energy Equipment (excluding the Remote Electronic System) which is:

- (a) 100% of the Installation Value; and
- (b) progressively reduced by 10% after each anniversary of the Date of Installation, such that after the 10th anniversary it will be zero.

Date of Installation means the date we start providing Retail Services to Customers at the Premises, as determined by us.

Administration Cost means an amount that is:

- (a) 10% of the Installation Value at the Supply Order Date; and
- (b) reduced by 10% after each anniversary of the Supply Order Date, such that after the 10th anniversary it will be zero.

8.2 The Installation Value of the Centralised Energy Equipment is:

- (a) \$17,373.40 inclusive of GST at the current rate of 10%.
- (b) If the current rate of GST changes, the GST inclusive amount will be recalculated based on the GST exclusive amount which is \$15,794.00.

9. TERMINATION BEFORE INSTALLATION (REFER CLAUSE 16.3 OF THE MASTER AGREEMENT TERMS)

9.1 For clause 16.3(a) of the Master Agreement Terms:

- (a) the value of the administration costs will be calculated in accordance with the following table:

Item	Period within which termination notice is given	Administration costs as a percentage of the Estimated Value
1	Less than 3 months from the Supply Order Date	3.5%
2	At least 3 months, but less than 6 months, from the Supply Order Date	7%
3	At least 6 months from the Supply Order Date	10%

- (b) there will be no cost, charge or expense for Centralised Energy Equipment.

9.2 The total amount will not exceed \$1,737.34.

SUPPLY ORDER – METERING EQUIPMENT FOR EMBEDDED NETWORKS

EXECUTED as an agreement

SIGNED for and on behalf of **Origin Energy Electricity Limited ABN 33 071 052 287** by its duly authorised representative:


Adrian Wardle (Oct 28, 2020 09:47 GMT+10)

Signature of authorised representative

Adrian Wardle

Name of authorised representative

National Sales Manager

Title of authorised representative

Date 28/10/2020

MLJH
MLJH

SIGNED for and on behalf of **Dartmore Properties Pty Ltd ABN 88 166 341 313** by its duly authorised representative:


Heran Building Group (Oct 27, 2020 16:43 GMT+10)

Signature of authorised representative

Heran Building Group

Name of authorised representative

Development Manager

Title of authorised representative

Date 27/10/2020



EMBEDDED NETWORK MANAGER SERVICES AGREEMENT

This Agreement is between Origin Energy Retail Limited (ABN 22 078 868 425) (referred to as “us”, “we” or “our”) and the Premises Party specified in Schedule 1 (referred to as “you” or “your”).

BACKGROUND

- A. We are an accredited and registered Embedded Network Manager under the National Electricity Rules.
- B. You are an owner and/or operator of an embedded network at the Premises (**Embedded Network**), and are required under the National Electricity Rules to either act as, or appoint, an Embedded Network Manager for the Embedded Network.
- C. You wish to appoint us as the Embedded Network Manager for the Embedded Network.
- D. We agree to accept this appointment, to perform the role of Embedded Network manager and to provide the ENM Services in accordance with the terms of this Agreement.

1. THIS AGREEMENT

- 1.1 This Agreement is made up of these Agreement Terms and the Schedules.
- 1.2 To the extent of any inconsistency, the various parts of this Agreement prevail over the terms of each other part in the following order:
 - (a) these Agreement Terms;
 - (b) the Schedules; and
 - (c) any special conditions (if applicable).
- 1.3 Capitalised terms used in this Agreement are defined in clause 24.
- 1.4 Each party acknowledges that it enters into this Agreement for the benefit of both the other party and the other party’s Related Bodies Corporate (which, in the case of Origin, includes each Origin Company).
- 1.5 We hold the benefit of this Agreement (including the right to recover any Liability) for our self and on trust for each Origin Company and are entitled to enforce this Agreement (including any indemnity), whether by way of equitable, legal or statutory relief, for our self and on behalf of any Origin Company.

2. TERM

This Agreement commences on the date on which it has been executed by all parties and continues until it is terminated under clause 11 (**Term**).

3. ENM SERVICES

- 3.1 We will provide the ENM Services in respect of the Embedded Network from the ENM Services Start Date until the end of the Term (or such other period as may be agreed by us and you in writing).
- 3.2 We must provide the ENM Services in accordance with the National Electricity Rules and any other applicable Regulatory Requirements.

3.3 We will do all things reasonably within our control to ensure that we are, at all relevant times, accredited and registered as an Embedded Network Manager under the National Electricity Rules.

3.4 We may engage subcontractors to perform all or part of the ENM Services. However, if we do engage subcontractors for this purpose, we must ensure that the terms of this Agreement are complied with in relation to the provision of the ENM Services.

4. YOUR OBLIGATIONS

You must:

- 4.1 give us notice as soon as reasonably practicable if you will, or propose to, cease to operate the Embedded Network;
- 4.2 ensure you have, and continue to have, any registration, authorisation or exemption required in relation to the Embedded Network, including in accordance with the AER NSP Registration Guideline, as that document may be amended or replaced from time to time;
- 4.3 provide us with all information reasonably required or requested by us to enable us to carry out our role as the Embedded Network Manager for the Embedded Network; and
- 4.4 otherwise cooperate with, or provide such assistance to, us as we may reasonably require including in order to ensure compliance with any Regulatory Requirement relating to the ENM Services.

5. ELECTRICAL SCHEMATIC DRAWINGS

- 5.1 You must ensure that we are provided with the electrical schematic drawings for the Premises, as it was constructed, as soon as practicable and, in any event, prior to the ENM Services Start Date.
- 5.2 If the electrical schematic drawings for the Premises change, you must provide the updated electrical schematic drawings to us within 14 days of the change.

6. CONSIDERATION

- 6.1 As consideration for the provision by us of the ENM Services, you agree to satisfy each obligation imposed on you by this Agreement.
- 6.2 We will not charge you any fees for the provision of the ENM Services.
- 6.3 You will not seek, and we will not pay you, any payment in respect of the provision of ENM Services for the Embedded Network under this Agreement.

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7. CHANGES OF LAW

- 7.1 If there is a Change of Law we may change the terms of this Agreement to the extent reasonably required as a result of the Change of Law.
- 7.2 We will give you notice of any changes to the terms, and the date they will apply from, as a result of Change of Law as soon as practicable. The changes may be retrospective back to the date of the Change of Law. We will provide, on your request, reasonable information and explanation about the changes.

8. COSTS OF COMPLIANCE

Each party will bear its own costs of complying with its obligations under applicable Regulatory Requirements, and in providing any cooperation and assistance required to be provided under the terms of this Agreement.

9. MUTUAL OBLIGATIONS

- 9.1 In performing its obligations under this Agreement, each party must:
- comply with all Regulatory Requirements;
 - not, by its act or omission, place the other party in breach of any Regulatory Requirement or Approval; and
 - provide all things and take all measures necessary to protect people and property.
- 9.2 Any warranty or guarantee required by law to be incorporated into this Agreement is incorporated. Any warranty, guarantee or implied term which can be excluded by law is excluded.

10. PRIVACY

- 10.1 Each party must comply with the Privacy Act.
- 10.2 We may collect, hold, use and disclose Personal Information about you, applicable customers within the Embedded Network or Personnel disclosed to us in the course of performing this Agreement or performing our functions in relation to the Embedded Network in accordance with our Privacy Policy and the applicable privacy collection statements (see originenergy.com.au/privacy).

11. TERMINATION

- 11.1 This Agreement will automatically terminate and, to the extent permitted by applicable Regulatory Requirements, we will cease providing ENM Services, if:
- you cease operating the Embedded Network;
 - we cease to be registered and accredited as an Embedded Network Manager under the National Electricity Rules;
 - the Embedded Network ceases to be subject to the Embedded Network Conditions (unless the parties agree in writing that the ENM Services should continue to be provided after that date in respect of the Premises);
 - you have engaged another accredited and registered Embedded Network Manager to perform services equivalent to the ENM Services for the Embedded Network; or

- either party gives the other 60 days' written notice of termination of this Agreement.

- 11.2 Termination of this Agreement is without prejudice to the rights of the parties occurring before the date of termination.

12. WARRANTIES

Each party represents and warrants that:

- it validly exists under the law of the place of its incorporation, has the power to sign this Agreement and has all authority and rights needed to perform it;
- all information it provides, or causes to be provided, to the other party is accurate, up to date and complete; and
- the signing or performing of this Agreement will not breach, conflict with or infringe any other obligation, agreement, Regulatory Requirement or Encumbrance by which it is bound.

13. PARTNERSHIPS AND TRUSTS

- 13.1 If you are a partner in a partnership, each partner is jointly and severally liable under this Agreement.
- 13.2 If you enter this Agreement as a trustee you represent and warrant in your own right and as trustee of the Trust, that as at the date of this Agreement and until such time as all your obligations under this Agreement are discharged:
- you are the sole trustee of the Trust;
 - you have the requisite capacity and authority to enter this Agreement on behalf of, and to bind the beneficiaries of, the Trust and to perform all obligations under this Agreement pursuant to the documents governing that Trust; and
 - you have the right to be fully indemnified out of the assets of the Trust in relation to this Agreement and the assets of the Trust are sufficient to satisfy all obligations of the Trust under this Agreement.

14. LIABILITY

- 14.1 Neither party nor its Representatives are liable, and must not make a claim against, the other party for any Excluded Loss in connection with or arising from this Agreement.
- 14.2 To the extent permitted by law, our total aggregate Liability to you in connection with or arising from this Agreement is limited to the replacement, or cost of replacement, of the ENM Services, or the supply of equivalent ENM Services.

15. DISPUTE RESOLUTION

- 15.1 All disputes must be dealt with in accordance with this clause 15.
- 15.2 The party claiming the dispute must give a written notice to the other party setting out particulars of the dispute (**Dispute Notice**).
- 15.3 If a dispute has not been resolved by the parties within 5 Business Days after service of the Dispute Notice (or such other period as is agreed by the

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parties), the dispute will be referred to the parties' respective senior management.

- 15.4 If for any reason the dispute has not been resolved within 4 weeks of the date the dispute was referred to the parties' senior management under clause 15.3, either party may commence court proceedings.
- 15.5 Pending the resolution or determination of a dispute, you and we must continue to perform our respective obligations under this Agreement.
- 15.6 Nothing in this clause 15 prevents a party from:
- (a) seeking urgent interlocutory or declaratory relief where, in that party's reasonable opinion, that action is necessary to protect that party's rights; or
 - (b) terminating this Agreement where it has a right under the Agreement to do so.
- 15.7 Notwithstanding anything to the contrary in this clause 15, if the National Electricity Rules require a dispute to be resolved in accordance with Chapter 8 of the National Electricity Rules, the parties will follow the dispute resolution process set out in that chapter of the National Electricity Rules.

16. CONFIDENTIALITY

- 16.1 Each party must keep all Confidential Information confidential.
- 16.2 A party may disclose Confidential Information:
- (a) with the other party's prior written consent;
 - (b) on a confidential basis to its Representatives, advisers and insurers (or those of a Related Body Corporate) to the extent disclosure is reasonably required; or
 - (c) if required by Regulatory Requirements or applicable stock exchange rules.

17. ASSIGNMENT

- 17.1 We may assign, transfer or novate this Agreement to any of our Related Bodies Corporate by prior notice to you.
- 17.2 Otherwise, neither party may assign, transfer or novate this Agreement without the prior written consent of the other party (not to be unreasonably withheld).

18. FORCE MAJEURE

- 18.1 A party will be excused for any non-performance of its obligations under this Agreement (other than an obligation to pay money) during the time and to the extent that Force Majeure prevents the party from doing so.
- 18.2 A party must:
- (a) try to remove, overcome or minimise the effects of Force Majeure as soon as it can; and
 - (b) give the other party prompt notice of the Force Majeure including details of its expected duration.
- 18.3 If the effects of such an event are widespread, we may give you prompt notice by making the

necessary information available on a 24 hour telephone service promptly after becoming aware of the event.

19. LAWS APPLICABLE TO THIS AGREEMENT

- 19.1 This Agreement is governed by the laws in force in the state or territory where the applicable Embedded Network is located.
- 19.2 Each party submits to the non-exclusive jurisdiction of the courts of that place.

20. VARIATIONS TO THIS AGREEMENT AND WAIVER

- 20.1 Unless otherwise specified in this Agreement, any variations to the terms of this Agreement or any waiver of any rights of any party has no effect unless it is in writing and signed by the parties (in the case of a variation) or the party granting the waiver (in the case of a waiver).
- 20.2 A party's failure or omission to exercise, enforce or require strict or timely compliance with any provision of this Agreement does not affect or impair that provision, or the right of that party to avail itself of the remedies it may have in respect of any breach of that provision.

21. NOTICES

- 21.1 A notice or other communication under this Agreement is only effective if:
- (a) in writing and addressed to the person to whom it is given; and
 - (b) sent to the relevant party's address for notices as specified in Schedule 1 or amended by a party by notice to the other party; or
 - (c) sent by email to the email address notified by the relevant party to the other party.
- 21.2 A notice is given:
- (a) if sent by email – 24 hours after the email was sent, unless the sender receives an automated message that the email was not delivered or knows the email was not delivered or could not be read; or
 - (b) if sent by mail – if sent by priority mail, 3 Business Days after posting, or if sent by regular mail, 6 Business Days after posting.

22. ANTI-BRIBERY

- 22.1 You must, and must ensure that your Representatives, comply with all applicable anti-bribery, fraud, secret commission and corruption laws.
- 22.2 You agree that you and your Representatives have not received, and will not receive, any payment, benefit or other thing of value (whether by way of gift, kickback or otherwise) in connection with this Agreement that is not legitimately due to you or your Representatives.
- 22.3 You must not, and must ensure that your Representatives do not, make any facilitation payment in connection with this Agreement.

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23. GENERAL PROVISIONS

- 23.1 This Agreement supersedes all prior and other negotiations, representations, proposals, understandings and agreements, whether written or oral, relating to the subject matter of this Agreement.
- 23.2 You acknowledge that you have not relied on any predictions, forecasts, advice or statements of opinion by us, or any of our employees or agents, as to the appropriateness or financial effect of this Agreement or market conditions.
- 23.3 Clauses 1, 11.2, 13, 16, 19, 21, 23, 25 survive termination or expiry of this Agreement. Other terms of this Agreement will survive termination or expiry of this Agreement where it is necessary for it to do so to enable a party to enforce a right accrued on or before termination or expiry.
- 23.4 It is not necessary for us to incur an expense or make a payment before enforcing a right of indemnity conferred by this Agreement.
- 23.5 If any part of this Agreement is unlawful, unenforceable or invalid, that part will be treated as removed from the Agreement, but the rest of the Agreement is not affected.

24. DEFINITIONS

The following definitions apply in this Agreement unless the context requires otherwise:

AEMO means the Australian Energy Market Operator Limited ABN 94 072 010 327.

AER NSP Registration Guideline means the guidelines published by the Australian Energy Regulator under clause 2.5.1 of the National Electricity Rules, as amended and updated from time to time.

Agreement means this Agreement, as further described in clause 1.1.

Agreement Date means the date on which this Agreement has been executed by the parties.

Agreement Terms means this document.

Approval means any licence, permit, consent, authorisation, approval, registration, determination, certificate, exemption, filing, notice, qualification or other requirement (and any conditions attached to any of them) of or issued by any Regulatory Authority that must be obtained, held or satisfied by a party to supply, perform, receive or use the services to be supplied, or perform that party's obligations, under this Agreement or otherwise in relation to this Agreement.

Australian Standards means the standards developed and approved by or on behalf of Standards Australia Limited ABN 85 087 326 690 and designated as an "Australian Standard".

Business Day means a day which is not a Saturday, Sunday or a state wide public holiday in the state in which the applicable Embedded Network is located.

Confidential Information means:

- (a) this Agreement;
- (b) all information (in whatever form and whether or not marked "confidential" disclosed or made available to a party by or on behalf of the other party or that comes

to the knowledge of the receiving party under or by virtue of negotiating, executing or performing this Agreement; or

- (c) all information a party derives or produces, whether in whole or in part, from the information disclosed under paragraphs (a) and (b).

Change of Law means a change in any Regulatory Requirement or Tax, or any variation in the interpretation, effect or administration of any Regulatory Requirement or Tax, taking effect after the Agreement Date, that has or will directly or indirectly affect the costs or benefits that we or one of our Related Bodies Corporate have or will incur, in connection with this Agreement, except that a Change of Law does not apply if the event in question relates to income tax as defined in the *Income Tax Assessment Act 1997* (Cth).

Dispute Notice has the meaning given in clause 15.2.

Embedded Network has the meaning given in paragraph B of the Background to this Agreement.

Embedded Network Manager has the meaning given to that term in the National Electricity Rules.

Encumbrance includes any mortgage, charge, pledge, lien, encumbrance, assignment, security interest, title retention, possessory right, preferential right, trust arrangement, contractual right of set-off or any other security agreement or arrangement in favour of any person by way of security for the payment of a debt or any other obligation.

ENM Conditions has the meaning given to that term in the National Electricity Rules.

ENM Services has the meaning given to the term "embedded network management services" in the National Electricity Rules.

ENM Services Start Date means the later of:

- (a) the Agreement Date;
- (b) the date specified in Item 1 of Schedule 1; and
- (c) the date on which you become subject to the ENM Conditions in respect of the Embedded Network.

Excluded Loss means any:

- (a) loss of contract, profit, revenue or anticipated savings;
- (b) loss of or damage to, reputation, credit rating or goodwill;
- (c) loss or denial of opportunity;
- (d) loss of access to markets;
- (e) overheads and wasted expenditure;
- (f) financing costs;
- (g) special, incidental or punitive damages; or
- (h) any loss or damage arising from special circumstances that are outside the ordinary course of things,

however arising in respect of any circumstances under or in connection with this Agreement, and regardless of whether a claim for same is made under this Agreement, a Regulatory Requirement, tort, negligence, strict liability, under an indemnity or a warranty, in equity or otherwise.

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Force Majeure means, with respect to an obligation of a party under this Agreement, any event or circumstance occurring on or after the commencement date of this Agreement that:

- (a) is not within the reasonable control of that party;
- (b) could not be prevented, overcome or remedied by the exercise of due diligence and Good Industry Practice by that party; and
- (c) results in that party being unable to meet or perform that obligation or delays its ability to do so.

Good Industry Practice means, in relation to any activity, the exercise of that degree of skill, care, diligence, prudence, methods, practices, processes, workmanship and use of materials and equipment that would be reasonably exercised by a skilled and experienced person who:

- (a) is engaged in the carrying out of activities of the same nature and extent as the relevant activity by reference to proper and prudent practices recognised internationally, but as applied to circumstances prevailing in Australia and to the operations contemplated by this Agreement;
- (b) knows the facts that were known, or should reasonably have been known, to the person performing the activity at that time; and
- (c) complies with all applicable Regulatory Requirements.

Liability includes any loss, damage, liability, cost, charges and expenses.

National Electricity Law means the National Electricity Law as set out in the schedule to the *National Electricity (South Australia) Act 1996* (SA), as applied in the state or territory in which the applicable Embedded Network is located.

National Electricity Rules means the National Electricity Rules made under the National Electricity Law, as applied in the state or territory in which the applicable Embedded Network is located.

Origin Company means Origin Energy Limited ABN 30 000 051 696 and any of its Related Bodies Corporate.

Personal Information has the meaning given in the Privacy Act.

Personnel means those persons who a party uses to perform that party's obligations, whether an employee, director, officer, representative, contractor, subcontractor, agent of or seconded to, that party or any of its Related Bodies Corporate or otherwise.

Privacy Act means the *Privacy Act 1988* (Cth).

Regulatory Authority means:

- (a) any government or a governmental, quasi governmental or judicial entity or authority;
- (b) a stock exchange; and
- (c) any other authority, agency, commission, regulator, ministry, department, instrument, tribunal (including any pricing body), enterprise or similar entity,

that has powers or jurisdiction under any Regulatory Requirement over a party or any act relating to this Agreement.

Regulatory Requirement means:

- (a) any act, regulation or other statutory instrument or proclamation of any applicable jurisdiction in which any act or obligation in connection with this Agreement is or is to be carried out or regulated;
- (b) any applicable law, whether of a legislative, equitable or common law nature;
- (c) any AEMO procedure or guideline;
- (d) any applicable Australian Standards and codes (including voluntary codes with which we or any of our Related Bodies Corporate have committed to comply); and
- (e) any judgment, decree or similar order with mandatory effect or any binding requirement or mandatory approval of a Regulatory Authority, including any Approval,

relevant to the performance of a party's obligations, under this Agreement or otherwise relevant to a party.

Related Body Corporate has the meaning given in the *Corporations Act 2001* (Cth).

Representative means a party's Personnel and any other officer, director, employee, representative, agent of or seconded to, a party or any of its Related Bodies Corporate.

Schedule means a schedule to these Agreement Terms.

Term has the meaning given in clause 2.

Trust means the trust identified in item 3 of Schedule 1 (if applicable).

25. INTERPRETATION

Unless otherwise stated:

- (a) a reference to this Agreement or another document includes any variation or replacement of any of it;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a statute, code or other law includes regulations and other instruments or directives under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) a person includes any type of entity or body, whether or not it is incorporated or has a separate legal identity, and any executor, administrator, successor or permitted assigns;
- (e) a reference to a body (other than a party) which ceases to exist, or whose powers or function are transferred to another body, is a reference to the body which replaces it or substantially succeeds to its powers or functions;
- (f) specifying anything after the words "include" "including", "for example" or similar expressions does not limit what is included;
- (g) the expression "relating to" and similar grammatical expressions includes arising from, concerning or in connection with (whether directly or indirectly);



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- (h) a reference to a Liability incurred or suffered by us includes Liabilities of our Related Bodies Corporate relating to the relevant matter; and
- (i) a reference to a variation of a charge includes introducing a new charge.

SCHEDULE 1: Contract Details

Item 1: ANTICIPATED ENM SERVICES START DATE – 1st November 2021

Item 2: ORIGIN'S DETAILS

Origin Energy Retail Limited

ABN 22 078 868 425

Address for notices: GPO Box 186 Melbourne VIC 3001

Telephone number: 1800 684 993 (1800 002 438 for after hours and emergencies)

Email: embeddednetworks@originenergy.com.au

Representative: Mike Hamlin

Item 3: PREMISES PARTY'S DETAILS

Premises Party:

ABN:

Address for notices:

Telephone number:

Representative:

Item 4: PREMISES

Address of Premises: 77 Avondale Crescent Parkonson Qld 4115

Description of Premises: Lot 12 on SP315937

EXECUTED as an Agreement.

SIGNED for and on behalf of **Origin Energy Retail Limited ABN 22 078 868 425** by its duly authorised representative in the presence of:

Signature of authorised representative

Signature of witness

Name of authorised representative

Name of witness

Title of authorised representative

Date _____

The Common Seal of _____
[insert full name of Owners Corporation]

ABN _____ [insert]
was affixed in the presence of:

Signature of Secretary

Signature of Chairman

Name of Secretary

Name of Chairman

Date _____