


# Contract for Houses and Residential Land

Sixteenth Edition

This document has been approved by The Real Estate Institute of Queensland Limited and the Queensland Law Society Incorporated as being suitable for the sale and purchase of houses and residential land in Queensland except for new residential property in which case the issue of GST liability must be dealt with by special condition.

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

Client No: 1066524 Duties Act 2001  
 Assessment No: 519-537-336  
 Duty Paid \$ ~~Nil~~ 5,425.00  Exempt  
 UTI \$ NIL Penalty Tax \$ Category B  
 Date: 21/7/20 Signed: 

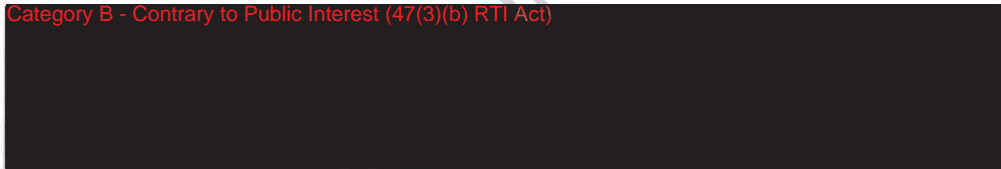
## REFERENCE SCHEDULE

Contract Date: 04/06/2020

### SELLER'S AGENT

NAME: WITHOUT THE INTERVENTION OF AN AGENT  
 ABN: \_\_\_\_\_ LICENCE NO: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_  
 PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

### SELLER

NAME: Category B - Contrary to Public Interest (47(3)(b) RTI Act)  
 ADDRESS:   
 SUBURB: \_\_\_\_\_  
 PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

NAME: \_\_\_\_\_ ABN: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_  
 PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

### SELLER'S SOLICITOR

■ or any other solicitor notified to the Buyer

NAME: FINEMORE WALTERS & STORY SOLICITORS  
 REF: \_\_\_\_\_ CONTACT: \_\_\_\_\_  
 ADDRESS: PO BOX 704  
 SUBURB: BUNDABERG STATE: QLD POSTCODE: 4670  
 PHONE: 4153 0000 MOBILE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: [haling@fws.com.au](mailto:haling@fws.com.au)

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

**BUYER**

NAME:	BUNDABERG REGIONAL COUNCIL			ABN:	72 427 835 198
ADDRESS:	PO BOX 3130				
SUBURB:	BUNDABERG	STATE:	QLD	POSTCODE:	4670
PHONE:	MOBILE:	FAX:	EMAIL:		

NAME:				ABN:	
ADDRESS:					
SUBURB:		STATE:		POSTCODE:	
PHONE:	MOBILE:	FAX:	EMAIL:		

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

NAME:					
ABN:			LICENCE NO:		
ADDRESS:					
SUBURB:		STATE:		POSTCODE:	
PHONE:	MOBILE:	FAX:	EMAIL:		

**BUYER'S SOLICITOR**

■ or any other solicitor notified to the Seller

NAME:	SELF-ACTING				
REF:			CONTACT:	KATHERINE CAMPBELL	
ADDRESS:	PO BOX 3130				
SUBURB:	BUNDABERG	STATE:	QLD	POSTCODE:	4670
PHONE:	MOBILE:	FAX:	EMAIL:		
	Cat B		Category B - (47(3)(b) RTI Act)		

**PROPERTY**

Land:	ADDRESS:	6 Ernest Street			
	SUBURB:	Childers	STATE:	QLD	POSTCODE: 4660
		<input checked="" type="checkbox"/> Built On	<input type="checkbox"/> Vacant		
Description:	Lot: 3 & 4				
	On: RP14483				
Title Reference:	11778172				
Area:	972 m <sup>2</sup>	■ more or less	Land sold as:	<input checked="" type="checkbox"/> Freehold	<input type="checkbox"/> Leasehold
	■ if neither is selected, the land is treated as being Freehold				
Present Use:	RESIDENTIAL				
Local Government	BUNDABERG REGIONAL COUNCIL				

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Excluded Fixtures: NIL

Included Chattels: NIL

PRICE

Deposit Holder: Finemore Walters and Story Solicitors

Deposit Holder's Trust Account: Finemore Walters and Story Solicitors Trust Account

Bank: Westpac

BSB: Cat B Account No: Cat B

Purchase Price: \$ 200,000.00   
 *Unless otherwise specified in this contract, the Purchase Price includes any GST payable on the supply of the Property to the Buyer.*

Deposit: \$ 20,000.00   
 Initial Deposit payable on the day the Buyer signs this contract unless another time is specified below.

5 Business Days after the Contract Date

Default Interest Rate: %   
 Balance Deposit (if any) payable on:   
 *If no figure is inserted, the Contract Rate applying at the Contract Date published by the Queensland Law Society Inc will apply.*

FINANCE

Finance Amount: \$ NOT APPLICABLE   
 *Unless all of "Finance Amount", "Financier" and "Finance Date" are completed, this contract is not subject to finance and clause 3 does not apply.*

Financier:

Finance Date:

BUILDING AND/OR PEST INSPECTION DATE

Inspection Date: 21 DAYS AFTER THE CONTRACT DATE   
 *If "Inspection Date" is not completed, the contract is not subject to an inspection report and clause 4.1 does not apply.*

MATTERS AFFECTING PROPERTY

Title Encumbrances:

Is the Property sold subject to any Encumbrances?  No  Yes, listed below:

**WARNING TO SELLER:** You are required to disclose all Title Encumbrances which will remain after settlement (for example, easements on your title and statutory easements for sewerage and drainage which may not appear on a title search) Failure to disclose these may entitle the Buyer to terminate the contract or to compensation. It is NOT sufficient to state "refer to title", "search will reveal", or similar.

Tenancies:

TENANTS NAME:

*If the property is sold with vacant possession from settlement, insert 'Nil'. Otherwise complete details from Residential Tenancy Agreement.*

TERM AND OPTIONS

STARTING DATE OF TERM

ENDING DATE OF TERM:

RENT:

BOND:

\$

\$

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

Managing Agent:

AGENCY NAME:

PROPERTY MANAGER:

ADDRESS:

SUBURB:

STATE:

POSTCODE:

PHONE:

FAX:

MOBILE:

EMAIL:

POOL SAFETY

Q1. Is there a pool on the Land or on an adjacent land used in association with the Land?

Yes

No Clause 4.2 of this contract does not apply

■ **WARNING TO SELLER:** Failure to comply with the Pool Safety Requirements is an offence with substantial penalties.

Q2. If the answer to Q1 is Yes, is there a Compliance or Exemption Certificate for the pool at the time of contract?

Yes Clause 5.3(1)(f) applies

No Clause 4.2 applies (except for auction and some other excluded sales)

■ **WARNING TO BUYER:** If there is no Compliance or Exemption Certificate at settlement, the Buyer becomes responsible at its cost to obtain a Pool Safety Certificate within 90 days after settlement. The Buyer can also become liable to pay any costs of rectification necessary to comply with the Pool Safety Requirements to obtain a Pool Safety Certificate. The Buyer commits an offence and can be liable to substantial penalties if the Buyer fails to comply with this requirement.

Q3. If the answer to Q2 is No, has a Notice of no pool safety certificate been given prior to contract?

Yes

No

■ If there is a pool on the Land and Q2 is not completed then clause 4.2 applies.

■ **Note:** This is an obligation of the Seller under Section 16 of the Building Regulation 2006.

POOL SAFETY INSPECTOR

Pool Safety Inspector:

Pool Safety Inspection Date:

■ The Pool Safety Inspector must be licensed under the Building Act 1975 and Building Regulation 2006.

■ Clause 4.2(2) applies except where this contract is formed on a sale by auction and some other excluded sales.

ELECTRICAL SAFETY SWITCH AND SMOKE ALARM

This section must be completed unless the Land is vacant.

The Seller gives notice to the Buyer that an Approved Safety Switch for the General Purpose Socket Outlets is:  
(select whichever is applicable)

Installed in the residence

Not installed in the residence

■ **WARNING:** By giving false or misleading information in this section, the Seller may incur a penalty. The Seller should seek expert and qualified advice about completing this section and not rely on the Seller's Agent to complete this section.

The Seller gives notice to the Buyer that a Compliant Smoke Alarm(s) is/are:  
(select whichever is applicable)

installed in the residence

Not installed in the residence

■ **WARNING:** Failure to install a Compliant Smoke Alarm is an offence under the Fire and Emergency Services Act 1990.

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NEIGHBOURHOOD DISPUTES (DIVIDING FENCES AND TREES) ACT 2011

The Seller gives notice to the Buyer in accordance with Section 83 of the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011* that the Land:  
(select whichever is applicable)

- is not affected by any application to, or an order made by, the Queensland Civil and Administrative Tribunal (QCAT) in relation to a tree on the Land or
- is affected by an application to, or an order made by, QCAT in relation to a tree on the Land, a copy of which has been given to the Buyer prior to the Buyer signing the contract.

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

GST WITHHOLDING OBLIGATIONS

Is the Buyer registered for GST and acquiring the Land for a creditable purpose?  
(select whichever is applicable)

Yes

No

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

■ **WARNING:** the Buyer warrants in clause 2.5(6) that this information is true and correct.

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

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

<input checked="" type="checkbox"/>	the Buyer is <i>not</i> required to make a payment under section 14-250 of the <i>Withholding Law</i> in relation to the supply of the Property
<input type="checkbox"/>	the Buyer is required to make a payment under section 14-250 of the <i>Withholding Law</i> in relation to the supply of the Property. Under section 14-255(1) of the <i>Withholding Law</i> , the Seller is required to give further details prior to settlement.

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The REIQ Terms of Contract for Houses and Residential Land (Pages 7-14) (Sixteenth Edition) contain the Terms of this Contract.

**SPECIAL CONDITIONS**

**1. Section 117 of the Trusts Act 1973 (Qld)**

1.1 This Contract is subject to and conditional upon the Seller providing to the Buyer on or before the Settlement Date, a signed Form 20 Statutory Declaration providing that the Property is not being transferred to the Buyer as sole trustee, in accordance with Section 117 of the *Trusts Act 1973 (Qld)*.

**SETTLEMENT**

SETTLEMENT DATE:	30 Days after the Contract Date	■ <i>or the next Business Day if that is not a Business Day in the Place for Settlement.</i>
PLACE FOR SETTLEMENT:	BUNDABERG	■ <i>If Brisbane is inserted, this is a reference to Brisbane CBD.</i>

**SIGNATURES**

The contract may be subject to a 5 business day statutory cooling-off period. A termination penalty of 0.25% of the purchase price applies if the Buyer terminates the contract during the statutory cooling-off period. It is recommended the Buyer obtain an independent property valuation and independent legal advice about the contract and his or her cooling-off rights, before signing.

BUYER:	Category B - Contrary to Public Interest (47(3)(b) RTI Act)	WITNESS:	Category B - Contrary to Public Interest (47(3)(b) RTI Act)
	BUNDABERG REGIONAL COUNCIL, CEO – STEPHEN JOHNSTON		

BUYER:		WITNESS:	
	By placing my signature above I warrant that I am the Buyer named in the Reference Schedule or authorised by the Buyer to sign.		[Note: No witness is required if the Buyer signs using an Electronic Signature]

SELLER:	Category B - Contrary to Public Interest (47(3)(b) RTI Act)	WITNESS:	Category B - Contrary to Public Interest (47(3)(b) RTI Act)
SELLER:		WITNESS:	
	By placing my signature above I warrant that I am the Seller named in the Reference Schedule or authorised by the Seller to sign		[Note: No witness is required if the Seller signs using an Electronic Signature]

DEPOSIT HOLDER:		■	<i>Who acknowledges having received the Initial Deposit and agrees to hold that amount and any Balance Deposit when received as Deposit Holder for the parties as provided in the Contract.</i>
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# TERMS OF CONTRACT

## FOR HOUSES AND RESIDENTIAL LAND

### 1. DEFINITIONS

#### 1.1 In this contract:

- (1) terms in bold in the Reference Schedule have the meanings shown opposite them; and
- (2) unless the context otherwise indicates:
  - (a) **"Approved Safety Switch"** means a residual current device as defined in the *Electrical Safety Regulation 2013*;
  - (b) **"ATO"** means the Australian Taxation Office;
  - (c) **"ATO Clearance Certificate"** means a certificate issued under s14-220(1) of the Withholding Law which is current on the date it is given to the Buyer;
  - (d) **"Balance Purchase Price"** means the Purchase Price, less the Deposit paid by the Buyer, adjusted under clause 2.6;
  - (e) **"Bank"** means an authorised deposit-taking institution within the meaning of the *Banking Act 1959 (Cth)*;
  - (f) **"Bond"** means a bond under the Residential Tenancies and Rooming Accommodation Act 2008;
  - (g) **"Building Inspector"** means a person licensed to carry out completed residential building inspections under the *Queensland Building and Construction Commission Regulations 2003*;
  - (h) **"Business Day"** means a day other than:
    - (i) a Saturday or Sunday;
    - (ii) a public holiday in the Place for Settlement; and
    - (iii) a day in the period 27 to 31 December (inclusive);
  - (i) **"CGT Withholding Amount"** means the amount determined under section 14-200(3)(a) of the Withholding Law or, if a copy is provided to the Buyer prior to settlement, a lesser amount specified in a variation notice under section 14-235;
  - (j) **"Compliance or Exemption Certificate"** means:
    - (i) a Pool Safety Certificate; or
    - (ii) a building certificate that may be used instead of a Pool Safety Certificate under section 246AN(2) of the *Building Act 1975*; or
    - (iii) an exemption from compliance on the grounds of impracticality under section 245B of the *Building Act 1975*;
  - (k) **"Compliant Smoke Alarm"** means a smoke alarm complying with the requirements for smoke alarms in domestic dwellings under the *Fire and Emergency Services Act 1990*;
  - (l) **"Contract Date"** or **"Date of Contract"** means the date inserted in the Reference Schedule;
  - (m) **"Court"** includes any tribunal established under statute
  - (n) **"Electronic Signature"** means an electronic method of signing that identifies the person and indicates their intention to sign the contract;
  - (o) **"Encumbrances"** includes:
    - (i) unregistered encumbrances;
    - (ii) statutory encumbrances; and
    - (iii) Security Interests.
  - (p) **"Essential Term"** includes, in the case of breach by:
    - (i) the Buyer: clauses 2.2, 2.5(1), 2.5(5), 5.1 and 6.1; and
    - (ii) the Seller: clauses 2.5(5), 5.1, 5.3(1)(a)-(d), 5.3(1)(e)(ii) & (iii), 5.3(1)(f), 5.5 and 6.1;
 but nothing in this definition precludes a Court from finding other terms to be essential.
  - (q) **"Financial Institution"** means a Bank, building society or credit union;
  - (r) **"General Purpose Socket Outlet"** means an electrical socket outlet as defined in the *Electrical Safety Regulations 2013*;
  - (s) **"GST"** means the goods and services tax under the GST Act;
  - (t) **"GST Act"** means *A New Tax System (Goods and Services Tax) Act* and includes other GST related legislation;
  - (u) **"GST Withholding Amount"** means the amount (if any) determined under section 14-250 of the Withholding Law required to be paid to the Commissioner of Taxation.
  - (v) **"Improvements"** means fixed structures on the Land and includes all items fixed to them (such as stoves, hot water systems, fixed carpets, curtains, blinds and their fittings, clothes lines, fixed satellite dishes and television antennae, in-ground plants) but does not include the Reserved Items;
  - (w) **"Keys"** means keys, codes or devices in the Seller's possession or control for all locks or security systems on the Property or necessary to access the Property;
  - (x) **"Notice of no pool safety certificate"** means the Form 36 under the *Building Regulation 2006* to the effect that there is no Pool Safety Certificate issued for the Land;
  - (y) **"Notice of nonconformity"** means a Form 26 under the *Building Regulation 2006* advising how the pool does not comply with the relevant pool safety standard;
  - (z) **"Outgoings"** means rates or charges on the Land by any competent authority (for example, council rates, water rates, fire service levies) but excludes land tax;
  - (aa) **"Pest Inspector"** means a person licensed to undertake termite inspections on completed buildings under the *Queensland Building and Construction Commission Regulations 2003*;
  - (bb) **"Pool Safety Certificate"** has the meaning in section 231C(a) of the *Building Act 1975*;
  - (cc) **"Pool Safety Inspection Date"** means the Pool Safety Inspection Date inserted in the Reference Schedule. If no date is inserted in the Reference Schedule, the Pool Safety Inspection Date is taken to be the earlier of the following:
    - (i) the Inspection Date for the Building and/or Pest Inspection; or
    - (ii) 2 Business Days before the Settlement Date
  - (dd) **"Pool Safety Requirements"** means the requirements for pool safety contained in the *Building Act 1975* and *Building Regulation 2006*;
  - (ee) **"Pool Safety Inspector"** means a person authorised to give a Pool Safety Certificate;
  - (ff) **"PPSR"** means the Personal Property Securities Register established under *Personal Property Securities Act 2009 (Cth)*;
  - (gg) **"Property"** means:
    - (i) the Land;
    - (ii) the Improvements; and
    - (iii) the Included Chattels;
  - (hh) **"Rent"** means any periodic amount payable under the Tenancies;
  - (ii) **"Reserved Items"** means the Excluded Fixtures and all chattels on the Land other than the Included Chattels;
  - (jj) **"Security Interests"** means all security interests registered on the PPSR over Included Chattels and Improvements;
  - (kk) **"Transfer Documents"** means:

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- (i) the form of transfer under the *Land Title Act 1994* required to transfer title in the Land to the Buyer; and
  - (ii) any other document to be signed by the Seller necessary for stamping or registering the transfer;
- (li) "Transport Infrastructure" has the meaning defined in the *Transport Infrastructure Act 1994*; and
- (mm) "Withholding Law" means Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

- (ii) a variation notice under s14-235 of the Withholding Law which remains current at the Settlement Date varying the CGT Withholding Amount to nil,

then:

- (c) for clause 2.5(1), the Seller irrevocably directs the Buyer to draw a bank cheque for the CGT Withholding Amount in favour of the Commissioner of Taxation or, if the Buyer's Solicitor requests, the Buyer's Solicitor's Trust Account;
- (d) the Buyer must lodge a Foreign Resident Capital Gains Withholding Purchaser Notification Form with the ATO for each person comprising the Buyer and give copies to the Seller with the payment reference numbers (PRN) on or before settlement;
- (e) the Seller must return the bank cheque in paragraph (c) to the Buyer's Solicitor (or if there is no Buyer's Solicitor, the Buyer) at settlement; and
- (f) the Buyer must pay the CGT Withholding Amount to the ATO in accordance with section 14-200 of the Withholding Law and give the Seller evidence that it has done so within 2 Business Days of settlement occurring.

## 2. PURCHASE PRICE

### 2.1 GST

- (1) Unless otherwise specified in this contract, the Purchase Price includes any GST payable on the supply of the Property to the Buyer.
- (2) If a party is required to make any other payment or reimbursement under this contract, that payment or reimbursement will be reduced by the amount of any input tax credits to which the other party (or the representative member for a GST group of which it is a member) is entitled.

### 2.2 Deposit

- (1) The Buyer must pay the Deposit to the Deposit Holder at the times shown in the Reference Schedule. The Deposit Holder will hold the Deposit until a party becomes entitled to it.
- (2) The Buyer will be in default if it:
  - (a) does not pay the Deposit when required;
  - (b) pays the Deposit by a post-dated cheque; or
  - (c) pays the Deposit by cheque which is dishonoured on presentation.
- (3) The Seller may recover from the Buyer as a liquidated debt any part of the Deposit which is not paid when required.

### 2.3 Investment of Deposit

- If:
- (1) the Deposit Holder is instructed by either the Seller or the Buyer; and
  - (2) it is lawful to do so;
- the Deposit Holder must:
- (3) invest as much of the Deposit as has been paid with any Financial Institution in an interest-bearing account in the names of the parties; and
  - (4) provide the parties' tax file numbers to the Financial Institution (if they have been supplied).

### 2.4 Entitlement to Deposit and Interest

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

### 2.5 Payment of Balance Purchase Price

- (1) On the Settlement Date, the Buyer must pay the Balance Purchase Price by bank cheque as the Seller or the Seller's Solicitor directs.
- (2) Despite any other provision of this contract, a reference to a "bank cheque" in clause 2.5:
  - (a) includes a cheque drawn by a building society or credit union on itself;
  - (b) does not include a cheque drawn by a building society or credit union on a Bank;

and the Seller is not obliged to accept a cheque referred to in clause 2.5(2)(b) on the Settlement Date.
- (3) If both the following apply:
  - (a) the sale is not an excluded transaction under s14-215 of the Withholding Law; and
  - (b) the Seller has not given the Buyer on or before settlement for each person comprising the Seller either:
    - (i) an ATO Clearance Certificate; or

- (4) For clause 2.5(3) and section 14-215 of the Withholding Law, the market value of the CGT asset is taken to be the Purchase Price less any GST included in the Purchase Price for which the Buyer is entitled to an input tax credit unless:
  - (a) the Property includes items in addition to the Land and Improvements; and
  - (b) no later than 2 Business Days prior to the Settlement Date, the Seller gives the Buyer a valuation of the Land and Improvements prepared by a registered valuer, in which case the market value of the Land and Improvements will be as stated in the valuation.

- (5) If the Buyer is required to pay the GST Withholding Amount to the Commissioner of Taxation at settlement pursuant to section 14-250 of the Withholding Law:
  - (a) the Seller must give the Buyer a notice in accordance with section 14-255(1) of the Withholding Law;
  - (b) prior to settlement the Buyer must lodge with the ATO:
    - (i) a *GST Property Settlement Withholding Notification* form ("Form 1"); and
    - (ii) a *GST Property Settlement Date Confirmation* form ("Form 2");
  - (c) on or before settlement, the Buyer must give the Seller copies of:
    - (i) the Form 1;
    - (ii) confirmation from the ATO that the Form 1 has been lodged specifying the Buyer's lodgement reference number and payment reference number;
    - (iii) confirmation from the ATO that the Form 2 has been lodged; and
    - (iv) a completed ATO payment slip for the Withholding Amount;
  - (d) the Seller irrevocably directs the Buyer to draw a bank cheque for the GST Withholding Amount in favour of the Commissioner of Taxation and deliver it to the Seller at settlement; and
  - (e) the Seller must pay the GST Withholding Amount to the ATO in compliance with section 14-250 of the Withholding Law promptly after settlement.

- (6) The Buyer warrants that the statements made by the Buyer in the Reference Schedule under GST Withholding Obligations are true and correct.

### 2.6 Adjustments to Balance Purchase Price

- (1) The Seller is liable for Outgoings and is entitled to Rent up to and including the Settlement Date. The Buyer is liable for Outgoings and is entitled to Rent after the Settlement Date. Subject to clauses 2.6(3), 2.6(5) and 2.6(14), Outgoings for periods including the Settlement Date must be adjusted:
  - (a) for those paid, on the amount paid;
  - (b) for those assessed but unpaid, on the amount payable (excluding any discount); and
  - (c) for those not assessed:

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- (i) on the amount the relevant authority advises will be assessed (excluding any discount); or
  - (ii) if no advice on the assessment to be made is available, on the amount of the latest separate assessment (excluding any discount).
- (3) If there is no separate assessment of rates for the Land at the Settlement Date and the Local Government informs the Buyer that it will not apportion rates between the Buyer and the Seller, then:
- (a) the amount of rates to be adjusted is that proportion of the assessment equal to the ratio of the area of the Land to the area of the parcel in the assessment; and
  - (b) if an assessment of rates includes charges imposed on a "per lot" basis, then the portion of those charges to be adjusted is the amount assessed divided by the number of lots in that assessment.
- (4) The Seller is liable for land tax assessed on the Land for the financial year current at the Settlement Date. If land tax is unpaid at the Settlement Date and the Office of State Revenue advises that it will issue a final clearance for the Land on payment of a specified amount, then the Buyer may deduct the specified amount from the Balance Purchase Price at settlement and must pay it promptly to the Office of State Revenue.
- (5) Any Outgoings assessable on the amount of water used must be adjusted on the charges that would be assessed on the total water usage for the assessment period, determined by assuming that the actual rate of usage shown by the meter reading made before settlement continues throughout the assessment period. The Buyer must obtain and pay for the meter reading.
- (6) If any Outgoings are assessed but unpaid at the Settlement Date, then the Buyer may deduct the amount payable from the Balance Purchase Price at settlement and pay it promptly to the relevant authority. If an amount is deducted under this clause, the relevant Outgoing will be treated as paid at the Settlement Date for the purposes of clause 2.6(2).
- (7) Arrears of Rent for any rental period ending on or before the Settlement Date belong to the Seller and are not adjusted at settlement.
- (8) Unpaid Rent for the rental period including both the Settlement Date and the following day ("Current Period") is not adjusted until it is paid.
- (9) Rent already paid for the Current Period or beyond must be adjusted at settlement.
- (10) If Rent payments are reassessed after the Settlement Date for periods including the Settlement Date, any additional Rent payment from a Tenant or refund due to a Tenant must be apportioned under clauses 2.6(7), 2.6(8) and 2.6(9).
- (11) Payments under clause 2.6(10) must be made within 14 days after notification by one party to the other but only after any additional payment from a Tenant has been received.
- (12) The cost of Bank cheques payable at settlement:
- (a) to the Seller or its mortgagee are the responsibility of the Buyer; and
  - (b) to parties other than the Seller or its mortgagee are the responsibility of the Seller.
- (13) The Seller is not entitled to require payment of the Balance Purchase Price by means other than Bank cheque without the consent of the Buyer.
- (14) Upon written request by the Buyer, the Seller will, prior to Settlement, give the Buyer a written statement, supported by reasonable evidence, of –
- (a) all Outgoings and all Rent for the Property to the extent they are not capable of discovery by search or enquiry at any office of public record or pursuant to the provisions of any statute; and
  - (b) any other information which the Buyer may reasonably require for the purpose of calculating or apportioning any Outgoings or Rent under this clause 2.6.

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

### 3. FINANCE

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

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

- 3.2 The Buyer must give notice to the Seller that:
- (1) approval has not been obtained by the Finance Date and the Buyer terminates this contract; or
  - (2) the finance condition has been either satisfied or waived by the Buyer.
- 3.3 The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 3.2 by 5pm on the Finance Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- 3.4 The Seller's right under clause 3.3 is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 3.2.

## 4. BUILDING AND PEST INSPECTION REPORTS AND POOL SAFETY

### 4.1 Building and Pest Inspection

- (1) This contract is conditional upon the Buyer obtaining a written building report from a Building Inspector and a written pest report from a Pest Inspector (which may be a single report) on the Property by the Inspection Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain the reports (subject to the right of the Buyer to elect to obtain only one of the reports).
- (2) The Buyer must give notice to the Seller that:
  - (a) a satisfactory Inspector's report under clause 4.1(1) has not been obtained by the Inspection Date and the Buyer terminates this contract. The Buyer must act reasonably; or
  - (b) clause 4.1(1) has been either satisfied or waived by the Buyer.
- (3) If the Buyer terminates this contract and the Seller asks the Buyer for a copy of the building and pest reports, the Buyer must give a copy of each report to the Seller without delay.
- (4) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.1(2) by 5pm on the Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- (5) The Seller's right under clause 4.1(4) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 4.1(2).

### 4.2 Pool Safety

- (1) This clause 4.2 applies if:
  - (a) the answer to Q2 of the Reference Schedule is No or Q2 is not completed; and
  - (b) this contract is not a contract of a type referred to in section 160(1)(b) of the *Property Occupations Act 2014*
- (2) This contract is conditional upon:
  - (a) the issue of a Pool Safety Certificate; or
  - (b) a Pool Safety Inspector issuing a Notice of nonconformity stating the works required before a Pool Safety Certificate can be issued,
 by the Pool Safety Inspection Date.
- (3) The Buyer is responsible for arranging an inspection by a Pool Safety Inspector at the Buyer's cost. The Seller authorises:
  - (a) the Buyer to arrange the inspection; and
  - (b) the Pool Safety Inspector to advise the Buyer of the results of the inspection and to give the Buyer a copy of any notice issued.
- (4) If a Pool Safety Certificate has not issued by the Pool Safety Inspection Date, the Buyer may give notice to the Seller that the Buyer:
  - (a) terminates this contract; or
  - (b) waives the benefit of this clause 4.2;
 The Buyer must act reasonably.
- (5) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.2(4) by 5pm on the Pool Safety Inspection Date.
- (6) The Seller's right under clause 4.2(5) is subject to the Buyer's continuing right to give written notice to the Seller of termination or waiver pursuant to clause 4.2(4).
- (7) The right of a party to terminate under this clause 4.2, ceases upon receipt by that party of a copy of a current Pool Safety Certificate.

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- (B) If the Buyer terminates this contract under clause 4.2(4)(a), and the Seller has not obtained a copy of the Notice of nonconformity issued by the Pool Safety Inspector, the Seller may request a copy and the Buyer must provide this to the Seller without delay.

## 5. SETTLEMENT

### 5.1 Time and Date

- (1) Settlement must occur between 9am and 4pm AEST on the Settlement Date.
- (2) If the parties do not agree on where settlement is to occur, it must take place in the Place for Settlement at the office of a solicitor or Financial Institution nominated by the Seller, or, if the Seller does not make a nomination, at the land registry office in or nearest to the Place for Settlement.

### 5.2 Transfer Documents

- (1) The Transfer Documents must be prepared by the Buyer's Solicitor and delivered to the Seller a reasonable time before the Settlement Date.
- (2) If the Buyer pays the Seller's reasonable expenses, it may require the Seller to produce the Transfer Documents at the Office of State Revenue nearest the Place for Settlement for stamping before settlement.

### 5.3 Documents and Keys at Settlement

- (1) In exchange for payment of the Balance Purchase Price, the Seller must deliver to the Buyer at settlement:
  - (a) any instrument of title for the Land required to register the transfer to the Buyer; and
  - (b) unstamped Transfer Documents capable of immediate registration after stamping; and
  - (c) any instrument necessary to release any Encumbrance over the Property in compliance with the Seller's obligation in clause 7.2; and
  - (d) if requested by the Buyer not less than 2 clear Business Days before the Settlement Date, the Keys; and
  - (e) if there are Tenancies:
    - (i) the Seller's copy of any Tenancy agreements;
    - (ii) a notice to each tenant advising of the sale in the form required by law; and
    - (iii) any notice required by law to transfer to the Buyer the Seller's interest in any Bond; and
  - (f) if the answer to Q2 in the Reference Schedule is Yes, a copy of a current Compliance or Exemption Certificate, if not already provided to the Buyer.
- (2) If the instrument of title for the Land also relates to other land, the Seller need not deliver it to the Buyer, but the Seller must make arrangements satisfactory to the Buyer to produce it for registration of the transfer.
- (3) If the Keys are not delivered at Settlement under clause 5.3(1)(d), the Seller must deliver the Keys to the Buyer. The Seller may discharge its obligation under this provision by authorising the Seller's Agent to release the Keys to the Buyer.

### 5.4 Assignment of Covenants and Warranties

- At settlement, the Seller assigns to the Buyer the benefit of all:
- (1) covenants by the tenants under the Tenancies;
  - (2) guarantees and Bonds (subject to the requirements of the *Residential Tenancies and Rooming Accommodation Act 2008*) supporting the Tenancies;
  - (3) manufacturers' warranties regarding the Included Chattels; and
  - (4) builders' warranties on the Improvements;
- to the extent they are assignable. However, the right to recover arrears of Rent is not assigned to the Buyer and section 117 of the *Property Law Act 1974* does not apply.

### 5.5 Possession of Property and Title to Included Chattels

- On the Settlement Date, in exchange for the Balance Purchase Price, the Seller must give the Buyer vacant possession of the Land and the Improvements except for the Tenancies. Title to the Included Chattels passes at settlement.

### 5.6 Reservations

- (1) The Seller must remove the Reserved Items from the Property before settlement.
- (2) The Seller must repair at its expense any damage done to the Property in removing the Reserved Items. If the Seller fails to do so, the Buyer may repair that damage.
- (3) Any Reserved Items not removed before settlement will be considered abandoned and the Buyer may, without limiting its

other rights, complete this contract and appropriate those Reserved Items or dispose of them in any way.

- (4) The Seller indemnifies the Buyer against any damages and expenses resulting from the Buyer's actions under clauses 5.6(2) or 5.6(3).

## 5.7 Consent to Transfer

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

## 6. TIME

### 6.1 Time of the Essence

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

### 6.2 Suspension of Time

- (1) This clause 6.2 applies if a party is unable to perform a Settlement Obligation solely as a consequence of a Delay Event but does not apply where the inability is attributable to:
  - (a) damage to, destruction of or diminution in value of the Property or other property of the Seller or Buyer; or
  - (b) termination or variation of any agreement between a party and another person whether relating to the provision of finance, the release of an Encumbrance, the sale or purchase of another property or otherwise.
- (2) Time for the performance of the parties' Settlement Obligations is suspended and ceases to be of the essence of the contract and the parties are deemed not to be in breach of their Settlement Obligations.
- (3) An Affected Party must take reasonable steps to minimise the effect of the Delay Event on its ability to perform its Settlement Obligations.
- (4) When an Affected Party is no longer prevented from performing its Settlement Obligations due to the Delay Event, the Affected Party must give the other party a notice of that fact, promptly.
- (5) When the Suspension Period ends, whether notice under clause 6.2(4) has been given or not, either party may give the other party a Notice to Settle.
- (6) A Notice to Settle must be in writing and state:
  - (a) that the Suspension Period has ended;
  - (b) a date, being not less than 5 nor more than 10 Business Days after the date the Notice to Settle is given, which shall become the Settlement Date; and
  - (c) that time is of the essence.
- (7) When Notice to Settle is given, time is again of the essence of the contract.
- (8) In this clause 6.2:
  - (a) "Affected Party" means a party referred to in clause 6.2(1);
  - (b) "Delay Event" means:
    - (i) a tsunami, flood, cyclone, earthquake, bushfire or other act of nature;
    - (ii) riot, civil commotion, war, invasion or a terrorist act;
    - (iii) an imminent threat of an event in paragraphs (i) or (ii); or
    - (iv) compliance with any lawful direction or order by a Government Agency;
  - (c) "Government Agency" means the government of the Commonwealth of Australia or an Australian State, Territory or local government and includes their authorities, agencies, government owned corporations and authorised officers, courts and tribunals;
  - (d) "Settlement Obligations" means, in the case of the Buyer, its obligations under clauses 2.5(1) and 5.1(1) and, in the case of the Seller, its obligations under clauses 5.1(1), 5.3(1)(a) – (e) and 5.5;
  - (e) "Suspension Period" means the period during which the Affected Party (or if both the Buyer and Seller are Affected Parties, either of them) remains unable to perform a Settlement Obligation solely as a consequence of a Delay Event.

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## 7. MATTERS AFFECTING THE PROPERTY

### 7.1 Title

The Land is sold subject to:

- (1) any reservations or conditions on the title or the original Deed of Grant (if freehold); or
- (2) the Conditions of the Crown Lease (if leasehold).

### 7.2 Encumbrances

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

### 7.3 Requisitions

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

### 7.4 Seller's Warranties

- (1) The Seller warrants that, except as disclosed in this contract at settlement:
  - (a) if the Land is freehold: it will be the registered owner of an estate in fee simple in the Land and will own the rest of the Property;
  - (b) if the Land is leasehold: it will be the registered lessee, the lease is not liable to forfeiture because of default under the lease, and it will own the rest of the Property;
  - (c) it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and
  - (d) there will be no unsatisfied judgment, order (except for an order referred to in clause 7.6(1)(b)) or writ affecting the Property.
- (2) The Seller warrants that, except as disclosed in this contract at the Contract Date and at settlement there are no current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property.
- (3)(a) The Seller warrants that, except as disclosed in this contract or a notice given by the Seller to the Buyer under the *Environmental Protection Act 1994* ("EPA"), at the Contract Date:
  - (i) there is no outstanding obligation on the Seller to give notice to the administering authority under EPA of notifiable activity being conducted on the Land; and
  - (ii) the Seller is not aware of any facts or circumstances that may lead to the Land being classified as contaminated land within the meaning of EPA.
- (b) If the Seller breaches a warranty in clause 7.4(3), the Buyer may:
  - (i) terminate this contract by notice in writing to the Seller given within 2 Business Days before the Settlement Date; or
  - (ii) complete this contract and claim compensation, but only if the Buyer claims it in writing before the Settlement Date.
- (4) If the Seller breaches a warranty in clause 7.4(1) or clause 7.4(2), the Buyer may terminate this contract by notice to the Seller
- (5) The Seller does not warrant that the Present Use is lawful.

### 7.5 Survey and Mistake

- (1) The Buyer may survey the Land.
- (2) If there is:
  - (a) an error in the boundaries or area of the Land;
  - (b) an encroachment by structures onto or from the Land; or
  - (c) a mistake or omission in describing the Property or the Seller's title to it;which is:
  - (d) immaterial; or
  - (e) material, but the Buyer elects to complete this contract;the Buyer's only remedy against the Seller is for compensation, but only if claimed by the Buyer in writing on or before settlement.
- (3) The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.5(2).
- (4) If there is a material error, encroachment or mistake, the Buyer may terminate this contract before settlement.

### 7.6 Requirements of Authorities

- (1) Subject to clause 7.6(5), any valid notice or order by any competent authority or Court requiring work to be done or money spent in relation to the Property ("Work or Expenditure") must be fully complied with:
  - (a) if issued before the Contract Date, by the Seller before the Settlement Date;
  - (b) if issued on or after the Contract Date, by the Buyer
- (2) If any Work or Expenditure that is the Seller's responsibility under clause 7.6(1)(a) is not done before the Settlement Date, the Buyer is entitled to claim the reasonable cost of work done by the Buyer in accordance with the notice or order referred to in clause 7.6(1) from the Seller after settlement as a debt.
- (3) Any Work or Expenditure that is the Buyer's responsibility under clause 7.6(1)(b), which is required to be done before the Settlement Date, must be done by the Seller unless the Buyer directs the Seller not to and indemnifies the Seller against any liability for not carrying out the work. If the Seller does the work, or spends the money, the reasonable cost of that Work or Expenditure must be added to the Balance Purchase Price.
- (4) The Buyer may terminate this contract by notice to the Seller if there is an outstanding notice at the Contract Date under sections 246AG, 247 or 248 of the *Building Act 1975* or sections 167 or 168 of the *Planning Act 2016* that affects the Property.
- (5) Clause 7.6(1) does not apply to orders disclosed under section 83 of the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011*.

### 7.7 Property Adversely Affected

- (1) If at the Contract Date:
  - (a) the Present Use is not lawful under the relevant town planning scheme;
  - (b) the Land is affected by a proposal of any competent authority to alter the dimensions of any Transport Infrastructure or locate Transport Infrastructure on the Land;
  - (c) access or any service to the Land passes unlawfully through other land;
  - (d) any competent authority has issued a current notice to treat, or notice of intention to resume, regarding any part of the Land;
  - (e) there is an outstanding condition of a development approval attaching to the Land under section 73 of the *Planning Act 2016* or section 96 of the *Economic Development Queensland Act 2012* which, if complied with, would constitute a material mistake or omission in the Seller's title under clause 7.5(2)(c);
  - (f) the Property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List;
  - (g) the Property is declared acquisition land under the *Queensland Reconstruction Authority Act 2011*;
  - (h) there is a charge against the Land under s104 of the *Foreign Acquisitions and Takeovers Act 1975*,and that has not been disclosed in this contract, the Buyer may terminate this contract by notice to the Seller given on or before settlement.
- (2) If no notice is given under clause 7.7(1), the Buyer will be treated as having accepted the Property subject to all of the matters referred to in that clause
- (3) The Seller authorises the Buyer to inspect records held by any authority, including Security Interests on the PPSR relating to the Property.

### 7.8 Dividing Fences

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

## 8. RIGHTS AND OBLIGATIONS UNTIL SETTLEMENT

### 8.1 Risk

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

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- 8.2 Access**  
After reasonable notice to the Seller, the Buyer and its consultants may enter the Property:
- (1) once to read any meter;
  - (2) for inspections under clause 4;
  - (3) once to inspect the Property before settlement; and
  - (4) once to value the Property before settlement.
- 8.3 Seller's Obligations After Contract Date**
- (1) The Seller must use the Property reasonably until settlement. The Seller must not do anything regarding the Property or Tenancies that may significantly alter them or result in later expense for the Buyer.
  - (2) The Seller must promptly upon receiving any notice, proceeding or order that affects the Property or requires work on the Property, give a copy to the Buyer.
  - (3) Without limiting clause 8.3(1), the Seller must not without the prior written consent of the Buyer, give any notice or seek or consent to any order that affects the Property or make any agreement affecting the Property that binds the Buyer to perform.
- 8.4 Information Regarding the Property**  
Upon written request of the Buyer but in any event before settlement, the Seller must give the Buyer:
- (1) copies of all documents relating to any unregistered interests in the Property;
  - (2) full details of the Tenancies to allow the Buyer to properly manage the Property after settlement;
  - (3) sufficient details (including the date of birth of each Seller who is an individual) to enable the Buyer to undertake a search of the PPSR; and
  - (4) further copies or details if those previously given cease to be complete and accurate.
- 8.5 Possession Before Settlement**  
If possession is given before settlement:
- (1) the Buyer must maintain the Property in substantially its condition at the date of possession, fair wear and tear excepted;
  - (2) entry into possession is under a licence personal to the Buyer revocable at any time and does not:
    - (a) create a relationship of landlord and tenant; or
    - (b) waive the Buyer's rights under this contract;
  - (3) the Buyer must insure the Property to the Seller's satisfaction; and
  - (4) the Buyer indemnifies the Seller against any expense or damages incurred by the Seller as a result of the Buyer's possession of the Property.
- 9. PARTIES' DEFAULT**
- 9.1 Seller and Buyer May Affirm or Terminate**  
Without limiting any other right or remedy of the parties including those under this contract or any right at law or in equity, if the Seller or Buyer, as the case may be, fails to comply with an Essential Term, or makes a fundamental breach of an intermediate term, the Seller (in the case of the Buyer's default) or the Buyer (in the case of the Seller's default) may affirm or terminate this contract.
- 9.2 If Seller Affirms**  
If the Seller affirms this contract under clause 9.1, it may sue the Buyer for:
- (1) damages;
  - (2) specific performance; or
  - (3) damages and specific performance.
- 9.3 If Buyer Affirms**  
If the Buyer affirms this contract under clause 9.1, it may sue the Seller for:
- (1) damages;
  - (2) specific performance; or
  - (3) damages and specific performance.
- 9.4 If Seller Terminates**  
If the Seller terminates this contract under clause 9.1, it may do all or any of the following:
- (1) resume possession of the Property;
  - (2) forfeit the Deposit and any interest earned;
  - (3) sue the Buyer for damages;
  - (4) resell the Property.
- 9.5 If Buyer Terminates**  
If the Buyer terminates this contract under clause 9.1, it may do all or any of the following:
- (1) recover the Deposit and any interest earned;
  - (2) sue the Seller for damages.
- 9.6 Seller's Resale**
- (1) If the Seller terminates this contract and resells the Property, the Seller may recover from the Buyer as liquidated damages:
    - (a) any deficiency in price on a resale; and
    - (b) its expenses connected with any repossession, any failed attempt to resell, and the resale;
 provided the resale settles within 2 years of termination of this contract.
  - (2) Any profit on a resale belongs to the Seller.
- 9.7 Seller's Damages**  
The Seller may claim damages for any loss it suffers as a result of the Buyer's default, including its legal costs on an indemnity basis and the cost of any Work or Expenditure under clause 7.6(3).
- 9.8 Buyer's Damages**  
The Buyer may claim damages for any loss it suffers as a result of the Seller's default, including its legal costs on an indemnity basis.
- 9.9 Interest on Late Payments**
- (1) The Buyer must pay interest at the Default Rate:
    - (a) on any amount payable under this contract which is not paid when due; and
    - (b) on any judgement for money payable under this contract.
  - (2) Interest continues to accrue:
    - (a) under clause 9.9(1)(a), from the date it is due until paid; and
    - (b) under clause 9.9(1)(b), from the date of judgement until paid.
  - (3) Any amount payable under clause 9.9(1)(a) in respect of a period prior to settlement must be paid by the Buyer at settlement. If this contract is terminated or if any amount remains unpaid after settlement, interest continues to accrue.
  - (4) Nothing in this clause affects any other rights of the Seller under this contract or at law.
- 10. GENERAL**
- 10.1 Seller's Agent**  
The Seller's Agent is appointed as the Seller's agent to introduce a buyer.
- 10.2 Foreign Buyer Approval**  
The Buyer warrants that either:
- (1) the Buyer's purchase of the Property is not a notifiable action; or
  - (2) the Buyer has received a no objection notification, under the *Foreign Acquisitions and Takeovers Act 1975*.
- 10.3 Duty**  
The Buyer must pay all duty on this contract.
- 10.4 Notices**
- (1) Notices under this contract must be in writing.
  - (2) Notices under this contract or notices required to be given by law may be given and received by the party's solicitor.
  - (3) Notices under this contract or required to be given by law may be given by:
    - (a) delivering or posting to the other party or its solicitor; or
    - (b) sending it to the facsimile number of the other party or its solicitor stated in the Reference Schedule (or another facsimile number notified by the recipient to the sender); or
    - (c) sending it to the email address of the other party or its solicitor stated in the Reference Schedule (or another email address notified by the recipient to the sender).
  - (4) Subject to clause 10.4(5), a notice given after this contract is entered into in accordance with clause 10.4(3) will be treated as given:
    - (a) 5 Business Days after posting;
    - (b) if sent by facsimile, at the time indicated on a clear transmission report; and
    - (c) if sent by email, at the time it is sent.
  - (5) Notices given by facsimile, by personal delivery or by email between 5pm on a Business Day (the "first Business Day") and 9am on the next Business Day (the "second Business Day") will be treated as given or delivered at 9am on the second Business Day.
  - (6) If two or more notices are treated as given at the same time under clause 10.4(5), they will be treated as given in the order in which they were sent or delivered.

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- (7) Notices or other written communications by a party's solicitor (for example, varying the Inspection Date, Finance Date or Settlement Date) will be treated as given with that party's authority.
- (8) For the purposes of clause 10.4(3)(c) and clause 12.2 the notice or information may be contained within an email, as an attachment to an email or located in an electronic repository accessible by the recipient by clicking a link in an email.

#### 10.5 Business Days

- (1) If anything is required to be done on a day that is not a Business Day, it must be done instead on the next Business Day.
- (2) If the Finance Date or Inspection Date fall on a day that is not a Business Day, then it falls on the next Business Day.

#### 10.6 Rights After Settlement

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

#### 10.7 Further Acts

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

#### 10.8 Severance

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

#### 10.9 Interpretation

##### (1) Plurals and Genders

Reference to:

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

##### (2) Parties

- (a) If a party consists of more than one person, this contract binds them jointly and each of them individually.
- (b) A party that is a trustee is bound both personally and in its capacity as a trustee.

##### (3) Statutes and Regulations

Reference to statutes includes all statutes amending, consolidating or replacing them.

##### (4) Inconsistencies

If there is any inconsistency between any provision added to this contract and the printed provisions, the added provision prevails.

##### (5) Headings

Headings are for convenience only and do not form part of this contract or affect its interpretation.

#### 10.10 Counterparts

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

### 11. ELECTRONIC SETTLEMENT

#### 11.1 Application of Clause

- (1) Clause 11 applies if the Buyer, Seller and each Financial Institution involved in the transaction agree to an Electronic Settlement using the same ELNO System and overrides any other provision of this contract to the extent of any inconsistency.
- (2) Acceptance of an invitation to an Electronic Workspace is taken to be an agreement for clause 11.1(1).
- (3) Clause 11 (except clause 11.5(3)) ceases to apply if either party gives notice under clause 11.5 that settlement will not be an Electronic Settlement.

#### 11.2 Completion of Electronic Workspace

- (1) The parties must:
  - (a) ensure that the Electronic Workspace is completed and all Electronic Conveyancing Documents and the Financial Settlement Schedule are Digitally Signed prior to settlement; and

- (b) do everything else required in the Electronic Workspace or otherwise to enable settlement to occur on the Settlement Date.

- (2) If the parties cannot agree on a time for settlement, the time to be nominated in the Workspace is 4pm AEST.
- (3) If any part of the Purchase Price is to be paid to discharge an Outgoing:

- (a) the Buyer may, by notice in writing to the Seller, require that the amount is paid to the Buyer's Solicitor's trust account and the Buyer is responsible for paying the amount to the relevant authority;

- (b) for amounts to be paid to destination accounts other than the Buyer's Solicitor's trust account, the Seller must give the Buyer a copy of the current account for the Outgoing to enable the Buyer to verify the destination account details in the Financial Settlement Schedule.

- (4) If the Deposit is required to discharge any Encumbrance or pay an Outgoing at settlement:

- (a) the Deposit Holder must, if directed by the Seller at least 2 Business Days prior to Settlement, pay the Deposit (and any interest accrued on investment of the Deposit) less commission as clear funds to the Seller's Solicitor;

- (b) the Buyer and the Seller authorise the Deposit Holder to make the payment in clause 11.2(4)(a);

- (c) the Seller's Solicitor will hold the money as Deposit Holder under the Contract;

- (d) the Seller and Buyer authorise the Seller's Solicitor to pay the money as directed by the Seller in accordance with the Financial Settlement Schedule.

#### 11.3 Electronic Settlement

- (1) Clauses 5.1(2) and 5.2 do not apply.
- (2) Payment of the Balance Purchase Price electronically as directed by the Seller's Solicitor in the Financial Settlement Schedule satisfies the Buyer's obligation in clause 2.5(1).
- (3) The Seller and Buyer will be taken to have complied with:
  - (a) clause 2.5(3)(c),(e) and (f); and
  - (b) clause 2.5(5)(d) and (e),
 (as applicable) if at settlement the Financial Settlement Schedule specifies payment of the relevant amount to the account nominated by the Commissioner of Taxation.
- (4) The Seller will be taken to have complied with clause 5.3(1)(b), (c), (d), (e) and (f) if:
  - (a) in relation to documents which are suitable for Electronic Lodgement in the Land Registry at settlement, the documents are Digitally Signed within the Electronic Workspace; and
  - (b) in relation to any other document or thing, the Seller's Solicitor:
    - (i) confirms in writing prior to settlement that it holds all relevant documents which are not suitable for Electronic Lodgement and all Keys (if requested under clause 5.3(1)(d)) in escrow on the terms contained in the QLS E-Conveyancing Guidelines; and
    - (ii) gives a written undertaking to send the documents and Keys (if applicable) to the Buyer or Buyer's Solicitor no later than the Business Day after settlement; and
    - (iii) if requested by the Buyer, provides copies of documents in the Seller's Solicitors possession.
- (5) A party is not in default to the extent it is prevented from complying with an obligation because the other party or the other party's Financial Institution has not done something in the Electronic Workspace.
- (6) Any rights under the contract or at law to terminate the contract may not be exercised during the time the Electronic Workspace is locked for Electronic Settlement.
- (7) Electronic Settlement is taken to occur when Financial Settlement is effected, whether or not Electronic Lodgement has occurred.

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

#### 11.4 Computer System Unavailable

If settlement fails and cannot occur by 4pm AEST on the Settlement Date because a computer system operated by the Land Registry, Office of State Revenue, Reserve Bank, a Financial Institution or the relevant ELNO System is inoperative, neither party is in default and the Settlement Date is deemed to be the next Business Day. Time remains of the essence.

#### 11.5 Withdrawal from Electronic Settlement

- (1) Either party may elect not to proceed with an Electronic Settlement by giving written notice to the other party.
- (2) A notice under clause 11.5(1) may not be given later than 5 Business Days before the Settlement Date unless an Electronic Settlement cannot be effected because:
  - (a) the transaction is not a Qualifying Conveyancing Transaction; or
  - (b) a party's solicitor is unable to complete the transaction due to death, a loss of legal capacity or appointment of a receiver or administrator (or similar) to their legal practice or suspension of their access to the ELNO System; or
  - (c) the Buyer's or Seller's Financial Institution is unable to use the relevant ELNO System to effect Electronic Settlement.
- (3) If clause 11.5(2) applies:
  - (a) the party giving the notice must provide satisfactory evidence of the reason for the withdrawal; and
  - (b) the Settlement Date will be extended to the date 5 Business Days after the Settlement Date.

#### 11.6 Costs

Each party must pay its own fees and charges of using the relevant ELNO System for Electronic Settlement.

#### 11.7 Definitions for clause 11

In clause 11:

"Digitally Sign" and "Digital Signature" have the meaning in the ECNL.

"ECNL" means the Electronic Conveyancing National Law (Queensland).

"Electronic Conveyancing Documents" has the meaning in the *Land Title Act 1994*.

"Electronic Lodgement" means lodgement of a document in the Land Registry in accordance with the ECNL.

"Electronic Settlement" means settlement facilitated by an ELNO System.

"Electronic Workspace" means a shared electronic workspace within an ELNO System that allows the Buyer and Seller to effect Electronic Lodgement and Financial Settlement.

"ELNO" has the meaning in the ECNL.

"ELNO System" means a system provided by the ELNO for facilitating Financial Settlement and Electronic Lodgement.

"Financial Settlement" means the exchange of value between Financial Institutions facilitated by an ELNO System in accordance with the Financial Settlement Schedule.

"Financial Settlement Schedule" means the electronic settlement schedule within the Electronic Workspace listing the source accounts and destination accounts.

"Qualifying Conveyancing Transaction" means a transaction that is not excluded for Electronic Settlement by the rules issued by the relevant ELNO, Office of State Revenue, Land Registry, or a Financial Institution involved in the transaction

## 12. ELECTRONIC CONTRACT AND DISCLOSURE

### 12.1 Electronic Signing

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

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

### 12.2 Pre-contract Disclosure

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

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

# Disclosure Statement

Body Corporate and Community Management Act 1997 Section 206

## BODY CORPORATE

Body Corporate for: OLD WINTERGARDEN BUILDING

Lot No: 1

ADDRESS: 2 Maryborough Street

Community Titles Scheme: 28385

on:  BUP  GTP  SP 130704

SUBURB: Bundaberg

STATE: Qld POSTCODE: 4670

## PRESCRIBED INFORMATION

### SECRETARY OF BODY CORPORATE

NAME:

**Category B**

ADDRESS: C/- PO Box 696

SUBURB: Bundaberg

STATE: Qld POSTCODE: 4670

PHONE: 1300 318 866 FAX:

### BODY CORPORATE MANAGER

NAME:

Precision Body Corporate

ADDRESS: PO Box 696

SUBURB: Bundaberg

STATE: Qld POSTCODE: 4670

PHONE: 07 4131 8866

### BODY CORPORATE COMMITTEE

← Do not complete if there is no Committee for the Body Corporate

Is there a Committee for the Body Corporate?

Yes  No

If there is a committee, is the Body Corporate Manager engaged to perform the functions of the Committee?

Yes  No

### ANNUAL CONTRIBUTIONS AND LEVIES

Amount of annual contributions currently fixed by the Body Corporate as payable by the owner of the lot:

Administrative Fund: \$ 13,269.20

each year by instalments in:  advance  arrears

on the 1st day of each quarter

Sinking Fund: \$ 9,898.00

each year by instalments in:  advance  arrears

on the 1st day of each quarter

Other

INITIALS

**IMPROVEMENTS ON COMMON PROPERTY FOR WHICH BUYER WILL BE RESPONSIBLE** (insert details)

**BODY CORPORATE ASSETS REQUIRED TO BE RECORDED ON REGISTER** (insert details)

**INFORMATION PRESCRIBED UNDER REGULATION MODULE** (insert details)

**SIGNATURES**

**Seller/Sellers:**

Category B - Contrary to Public Interest (47(3)(b) RTI Act)

**Witness:**

Category B - Contrary to Public Interest (47(3)(b) RTI Act)

*Not required if this form is signed electronically*

**Date:** 31/7/2019

**BUYER'S ACKNOWLEDGMENT**

The Buyer:

- (a) Consents to this Disclosure Statement being given by electronic means and to the Seller signing the Disclosure Statement using an Electronic Signature; and
- (b) Acknowledges having received and read this statement before entering into the contract.

**Buyer:** CEO

**Date:**

Bundberg Regional Council  
Authorised delegate  
03-09-2019

Category B - Contrary to Public Interest (47(3)(b) RTI Act)

**Witness:**

Category B - Contrary to Public Interest (47(3)(b) RTI Act)

**Buyer:**

**Date:**

**Witness:**

*Not required if this form is signed electronically*

**INITIALS**



# Contract for Commercial Lots in a Community Titles Scheme

Sixth Edition

This document has been approved by The Real Estate Institute of Queensland Limited and the Queensland Law Society Incorporated as being suitable for the sale and purchase of Commercial Lots in a Community Titles Scheme in Queensland.

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

## REFERENCE SCHEDULE

Contract Date: 5 September 2019

### AGENT

NAME:  
Grant Davles

LICENCE NO: 3120329

ABN/ACN: 23 438 233 456

ADDRESS: Category B

P.O. Box 2118

SUBURB: Bundaberg

STATE: QLD POSTCODE: 4670

PHONE:

MOBILE:

FAX:

EMAIL:

0419818315

grant@davies.id.au

### PARTIES

#### SELLER

NAME:  
Arapower Pty Ltd

ADDRESS: P.O. Box 470

SUBURB: Cotton Tree

PHONE:

MOBILE:

FAX:

STATE: Qld POSTCODE: 4558

Category B

EMAIL:

ABN:

Category B - (47(3)(b) RTI Act)

010707196

NAME:

ADDRESS:

SUBURB:

PHONE:

MOBILE:

FAX:

STATE: POSTCODE:

EMAIL:

ABN:

#### SELLER'S SOLICITOR

NAME:

MACDONALD & MICHEL

REF:

CONTACT:

Bill Macdonald

← or any other Solicitor notified to the Buyer

ADDRESS: Level 2 100 Goondoon Street

PO Box 5034

SUBURB: Gladstone

PHONE:

MOBILE:

FAX:

STATE: Qld POSTCODE: 4680

07 4972 3644

EMAIL:

07 4972 4303

wmacdonald@macdonaldmichel.com.au

### INITIALS

**BUYER**

NAME:  
Bundaberg Regional Council

ADDRESS: P.O. Box 3130

SUBURB: Bundaberg STATE: Qld POSTCODE: 4670  
PHONE: 1300883699 MOBILE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: ceo@bundaberg.qld.gov.au ABN: 72 427 835 198  
NAME: \_\_\_\_\_

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

SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_  
PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_ ABN: \_\_\_\_\_

**BUYER'S SOLICITOR**

NAME:  
Self Acting

← or any other Solicitor notified to the Seller

REF: 1/2 MBOROUGH CONTACT: Christine Large

ADDRESS: P.O. Box 3130

SUBURB: Bundaberg STATE: Qld POSTCODE: 4670  
PHONE: 1300883699 MOBILE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
Category B - (47(3)(b) RTI Act

**PROPERTY**

Lot Address: 2 Maryborough Street

Suburb: Bundaberg STATE: Qld POSTCODE: 4670  
Description: Lot: 1 on:  BUP  GTP  SP 130704  
Scheme: Old Wintergarden Building Community Titles Scheme: 28385

Title Reference: \_\_\_\_\_

Local Government: Bundaberg Regional Council

Present Use: Vacant Commercial Building

Excluded Fixtures: \_\_\_\_\_

Included Chattels: \_\_\_\_\_

**INITIALS**

**PRICE**

Purchase Price: \$ 1,200,000.00

Category B - Contrary to Public Interest (47(3)(b) RTI Act)

Deposit: \$ 30,000.00

Initial Deposit payable on the day the Buyer signs this contract unless another time is specified below:

business  
On or before 5 days from the Contract Date

\$

Balance Deposit (if any) payable on:

Deposit Holder:

~~Grant Davies~~

Macdonald & Michel Lawyers Trust Account

Deposit Holder's Trust Account

BANK:

~~BoQ~~

BBS:

Category B - (47(3)(b) RTI Act)

ACCOUNT NO:

Category B - Contrary to Public Interest (47(3)(b) RTI Act)

Default Interest Rate:

%

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

**FINANCE**

Finance Amount: \$

← Unless all of "Finance Amount", "Financier" and "Finance Date" are completed, this contract is not subject to finance and clause 3 does not apply.

Financier:

Finance Date:

**BUILDING AND/OR PEST INSPECTION DATE**

Inspection Date: 45 days from the date of this Contract

← If "Inspection Date" is not completed, the contract is not subject to an inspection report and clause 4 does not apply.

**MATTERS AFFECTING PROPERTY**

Title Encumbrances:

Is the Property sold subject to any Encumbrances?  No

Yes, listed below:

← WARNING TO SELLER:

You are required to disclose all Title Encumbrances which will remain after settlement (for example, easements on your title and statutory easements for sewerage and drainage which may not appear on a title search). Failure to disclose these may entitle the Buyer to terminate the contract or to compensation. It is NOT sufficient to state "refer to title", "search will reveal", or similar.

**ADDITIONAL BODY CORPORATE INFORMATION**

Interest Schedule Lot Entitlement of Lot: 35

Aggregate Interest Schedule Lot Entitlement: 50

Contribution Schedule Lot Entitlement of Lot: 70

Aggregate Contribution Schedule Lot Entitlement: 100

**INSURANCE POLICIES**

Insurer: Strata Community Insurance

Policy No: Category B

Building: 5,331,210

Public Liability: 10,000,000

Other: APPEAL EXPENSES, CATASTROPHE, COMMON CONTENTS, FIDELITY GUARANTEE, GOVT AUDIT COSTS, LEGAL EXPENSES, LOSS OF RENT, LOT OWNERS IMPROVE, VOLUNTARY WORKERS

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### NEIGHBOURHOOD DISPUTES (DIVIDING FENCES AND TREES) ACT 2011

The Seller gives notice to the Buyer in accordance with section 83 of the Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 that the Lot: (select whichever is applicable)

- is not affected by any application to, or an order made by, the Queensland Civil and Administrative Tribunal (QCAT) in relation to a tree on the Land or
- is affected by an application to, or an order made by, QCAT in relation to a tree on the Land, a copy of which has been given to the Buyer prior to the Buyer signing the contract.

← **WARNING:** Failure to comply with section 83 Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 by giving a copy of an order or application to the Buyer (where applicable) prior to the Buyer signing the contract will entitle the Buyer to terminate the contract prior to Settlement.

### GST TABLE

#### GOODS AND SERVICES TAX - WARNING

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

Notes to Completion:

- A. Only 1 box in the selected item must be marked.
- B. If the Yes box in item GST 1 is marked:
  - items GST2 and GST3 must not be marked;
  - despite any markings of items GST2 and GST3, clauses 11.4, 11.5 and 11.6 do not apply.
- C. If the Yes box in item GST2 is marked:
  - item GST1 and GST3 must not be marked;
  - despite any marking of items GST1 and GST3, clauses 11.4, 11.5 and 11.7 do not apply.

#### GST1 GOING CONCERN

**WARNING:** There are strict requirements for the sale of a Going Concern under the GST Act. If in doubt about complying with those provisions, seek professional advice before marking this item.

Is this a sale of a Going Concern? Yes

If Yes, clause 11.7 (If the Supply is a Going Concern) applies.  
Otherwise clause 11.7 (If the Supply is a Going Concern) does not apply.  
If the Yes box is marked, do not complete items GST2 and GST3.

#### GST2 MARGIN SCHEME

Is the Margin Scheme to apply to the sale of the Property? Yes   
If Yes, clause 11.6 (Margin Scheme) applies.  
Otherwise clause 11.6 (Margin Scheme) does not apply.  
The Seller must not apply the Margin Scheme to the Supply of the Property if clause 11.6 does not apply.  
If the Yes box is marked, do not complete items GST1 and GST3.

#### GST3 INCLUSIVE OR EXCLUSIVE PURCHASE PRICE

(Do not complete item GST3 if the item GST1 (Going Concern) or item GST2 (Margin Scheme) are marked Yes.)

Does the Purchase Price include GST? **Mark 1 box only** Yes  If Yes, clause 11.4 (Purchase Price Includes GST) applies.  
No  If No, clause 11.5 (Purchase Price Does Not Include GST) applies.

If neither box is marked or both boxes are marked, clause 11.4 (Purchase Price Includes GST) applies.

#### GST WITHHOLDING OBLIGATIONS

##### Buyer Warranty

Is the Buyer registered for GST and acquiring the Lot for a creditable purpose? (select whichever is applicable)

- Yes
- No

← **WARNING:** the Buyer warrants in clause 2.4 (6) that this information is true and correct.

[Note: if the Buyer selects [No] the Seller may be required to give a notice under section 14-255 of the Withholding Law prior to settlement.]

Category B - Contrary to Public Interest (47(3)(b) RTI Act)

Category B - (47(3)(b) RTI Act)

INITIALS (No.e: initials not required)

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**COMMERCIAL TENANCY SCHEDULE\***

*\*Attach further Schedule if insufficient space.*

**LEASE 1**

Name of Tenant: NIL

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

Area of Tenancy (m<sup>2</sup>approx): \_\_\_\_\_ Current Rent per Annum: \$ \_\_\_\_\_  
 inclusive of outgoings  exclusive of outgoings

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

Remaining Option/s: Option 1 Term: \_\_\_\_\_ years  
Option 2 Term: \_\_\_\_\_ years  
Option 3 Term: \_\_\_\_\_ years

Tenant Car Park: No: \_\_\_\_\_ Rate \$ \_\_\_\_\_ per  annum  month

**LEASE 2**

Name of Tenant: NIL

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

Area of Tenancy (m<sup>2</sup>approx): \_\_\_\_\_ Current Rent per Annum: \$ \_\_\_\_\_  
 inclusive of outgoings  exclusive of outgoings

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

Remaining Option/s: Option 1 Term: \_\_\_\_\_ years:  
Option 2 Term: \_\_\_\_\_ years:  
Option 3 Term: \_\_\_\_\_ years:

Tenant Car Park: No: \_\_\_\_\_ Rate \$ \_\_\_\_\_ per  annum  month

**SERVICE AGREEMENT SCHEDULE\***

*\* Attach further Schedule if insufficient space.*

**CONTRACT 1**

Contractor: \_\_\_\_\_

Service performed: \_\_\_\_\_

Cost: \$ \_\_\_\_\_ per  annum  quarter  month

**CONTRACT 2**

Contractor: \_\_\_\_\_

Service performed: \_\_\_\_\_

Cost: \$ \_\_\_\_\_ per  annum  quarter  month

**CONTRACT 3**

Contractor: \_\_\_\_\_

Service performed: \_\_\_\_\_

Cost: \$ \_\_\_\_\_ per  annum  quarter  month

**INITIALS**

**SELLER'S DISCLOSURE**

**WARNING:** The Seller is taken to have knowledge of significant Body Corporate matters that may affect the Buyer, where the Seller ought reasonably to be aware of those matters.

[Section 223(4) Body Corporate and Community Management Act 1997]

The Seller gives notice to the Buyer of the following matters:

**(a) LATENT OR PATENT DEFECTS IN COMMON PROPERTY OR BODY CORPORATE ASSETS**

[Sections 223(2)(a) and 223(2)(b) Body Corporate and Community Management Act 1997] Annex details of disclosure made by the Seller (if any).

**(b) ACTUAL CONTINGENT OR EXPECTED LIABILITIES OF BODY CORPORATE**

[Sections 223(2)(c) and 223(2)(d) Body Corporate and Community Management Act 1997]. Annex details of disclosure made by the Seller (if any).

**(c) CIRCUMSTANCES IN RELATION TO AFFAIRS OF THE BODY CORPORATE**

[Sections 223(3) Body Corporate and Community Management Act 1997]. Annex details of disclosure made by the Seller (if any).

**(d) EXCEPTIONS TO STATEMENTS IN CLAUSE 7.4(2)**

Annex details of disclosure made by the Seller (if any).

**(e) PROPOSED BODY CORPORATE RESOLUTIONS (CLAUSE 8.4)**

Annex details of disclosure made by the Seller (if any).

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

The REIQ Terms of Contract for Commercial Lots in a Community Titles Scheme (Pages 8-19)  
Sixth Edition Contain the Terms of this Contract

**SPECIAL CONDITIONS**

See attached Special Conditions

Annexure A - Asbestos conditions }  
Annexure B - Special Conditions } and  
Annexure C Title Search

Category B -  
Contrary to Public  
Interest (47(3)(b)  
RTI Act)

Category B - Contrary  
to Public Interest (47(3)  
(b) RTI Act)

**SETTLEMENT**

Settlement Date: 60 days from the date of this Contract 4 November 2019  
Or the next Business Day if that is not a Business Day in the Place for Settlement.

Place for Settlement: Bundaberg

If Brisbane is inserted, this is a reference to Brisbane CBD.

**SIGNATURES**

Category B - Contrary to  
Public Interest (47(3)(b)  
RTI Act)

Seller:

Witness:

Seller: ARAPONG PTY LTD

Witness:

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

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

Bundaberg Regional Council

Buyer: CEO

Category B - Contrary to  
Public Interest (47(3)(b) RTI  
Act)

Witness:

Authorised delegate

Category B - Contrary to  
Public Interest (47(3)(b)  
RTI Act)

Buyer:

Witness:

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

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

**Deposit Holder:**

Who acknowledges having received the Initial Deposit and agrees to hold that amount and any Balance Deposit when received as Deposit Holder for the parties as provided in the Contract.

INITIALS (Note: initials)

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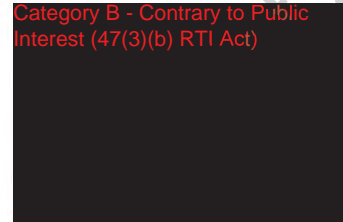
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**Annexure A**  
**CONTRACT FOR COMMERCIAL LOTS IN A COMMUNITY TITLES SCHEME**

Special Conditions - See Attached

Asbestos special conditions & copy of Asbestos Report

Category B - Contrary to Public Interest (47(3)(b) RTI Act)



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## Special Condition

### Commercial Lots - Asbestos

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#### ASBESTOS IDENTIFICATION

- (a) This Special Condition applies if the Property includes a building that is a workplace.
- (b) The Seller warrants that a competent person has been engaged to identify, as far as is reasonably practicable, all asbestos or asbestos contaminating material (ACM) at the workplace.

#### ASBESTOS REGISTER

- (a) This Special Condition applies if the Property includes a building that is a workplace for which an asbestos register ("the Asbestos Register") is required to be prepared and kept pursuant to Section 425 of the *Work Health and Safety Regulation 2011 (Qld)*.
- (b) The Seller warrants that the Asbestos Register has been prepared and is kept on the Property.
- (c) The Seller must ensure, as far as is reasonably practicable, that the Asbestos Register is given to the Buyer before the Seller relinquishes management or control of the Property to the Buyer.

#### ASBESTOS MANAGEMENT PLAN

- (a) This Special Condition applies if the Property includes a building that is a workplace for which an asbestos management plan ("the Asbestos Management Plan") is required to be prepared pursuant to Section 429 of the *Work Health and Safety Regulation 2011 (Qld)*.
- (b) The Seller warrants that the Asbestos Management Plan has been prepared and is kept on the Property.
- (c) The Seller must ensure, as far as is reasonably practicable, that the Asbestos Management Plan is given to the Buyer before the Seller relinquishes management or control of the Property to the Buyer.
- (d) The Seller warrants, that to the best of the Seller's knowledge and belief, the Asbestos Management Plan has been complied with prior to the Contract Date.

#### INTERPRETATION

- (a) In this Contract, except where inconsistent with the context, words used which are defined in the *Work Health and Safety Act 2011 (Qld)* and the *Work Health and Safety Regulation 2011 (Qld)* will have the meaning so defined.

Released under Right to Information Act 2009

Category B - Contrary to Public Interest (47(3)(b) RTI Act)

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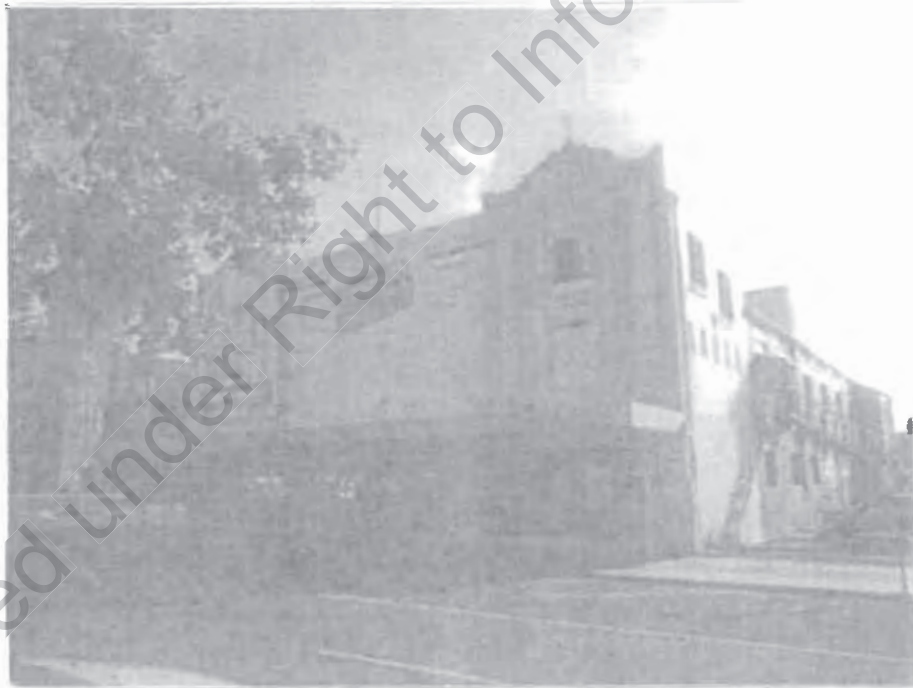
# Common Property Asbestos Report

For

*Old Wintergarden Building*

2 Maryborough Street, Bundaberg, Qld,  
4670

Scheme Number: 28385



**COMPILED BY: BRIAN RUBOCK**

**On 1 March 2016**

**QIA JOB REF No. 108701**

108701 108701

Category B - Contrary to  
Public Interest (47(3)(b) RTI  
Act)

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## REPORT OUTLINE

**Section 1** – summarises the purpose, scope and methodology of the inspection, register and report.

**Section 2** – summarises the report findings and the actions required to be undertaken.

**Section 3** - details the specific location and nature of any asbestos materials suspected and/or identified as being part of the common property areas of the scheme and how the ACM should be managed.

**Section 4** – provides general information as to the obligations of owners and additional information about asbestos management and control including emergency incident responses.

**Section 5** – provides information as to the management of asbestos containing materials, the Contractor Management Plan booklet when provided with this report also forms part of this section.

**Section 6** – provides information as to the basis and scope of the report.

**Section 7** – provides quotations for further action.

### NB

**This report constitutes the majority of Asbestos Containing Materials Register and Management Plan for the Scheme, if required a contractor management plan booklet will also be provided to be placed onsite. The asbestos register must be readily accessible to workers and their representatives, employers within the scheme and any person removing or working with any Asbestos Containing Material.**



## SECTION 1 – PURPOSE OF REPORT

This report presents the findings of an Asbestos Containing Materials Survey conducted at Old Wintergarden Building, 2 Maryborough Street, Bundaberg, Qld, 4670, by QIA Group Pty Ltd on 1 March 2016 at the request of the Owners.

### Scope of report

The Asbestos Containing Materials Survey undertaken at Old Wintergarden Building, 2 Maryborough Street, Bundaberg, Qld, 4670 was non-destructive and non-intrusive in nature. The extent of the survey was limited to the following areas:

- The readily accessible interior and exterior common areas of the building;
- Amenities and immediate surrounding land.

The survey **did not** include the inspection or assessment of the following areas:

- Roof above 2.4m other than where access is provided via permanent stairs or ladder
- Sub floor areas
- Exterior ground surfaces and sub-surfaces (e.g. infill/soil) and underground pipework.
- Inside ductwork unless inspection panels are provided
- Inside plant or equipment with no access or where tools are required to gain access
- Concealed cavities
- Formwork and cables in sub-ground floor slab or encased in floor slabs for subsequent floors.

The survey was undertaken during normal business hours and the building was occupied at the time of the assessment.

### Survey Methodology - Overview

**The survey involved a visual inspection of accessible, construction materials and the collection and analysis of materials that are suspected of containing Asbestos and these materials are taken to be representative of that type of material throughout the accessible common areas.**

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## SECTION 2 - COMMON PROPERTY ASBESTOS REGISTER AND MANAGEMENT SUMMARY

**Item 1**

The verandah ceiling consists of cement sheeting which may contain asbestos. We recommend that all cement sheet ceilings/soffits be treated as containing Asbestos. Should any renovation, maintenance (including water blasting) or demolition work involving the cement sheeting be undertaken, please ensure the persons involved can confirm their ability and intention to comply with the requirements of the safe handling and removal of as per the Codes of Practice for Asbestos Removal and Management of ACM available from Safework Australia and the relevant state based Worksafe Authority and refer to the information at the end of this report. Where a contractor engages in asbestos related work they must also complete and sign the Contractor Management Plan located onsite and which forms part of this register and management plan. In particular if painting of the external surfaces is likely to be undertaken in the near future please ensure surfaces are not prepared for painting using an abrasive method.

**Item 2**

A sample of the window infill, right side of building exterior was taken and analysis revealed that no asbestos materials were evident – please refer the laboratory analysis attached.

**Item 3**

A sample of the gym wall was taken and analysis revealed that no asbestos materials were evident – please refer the laboratory analysis attached.

**Item 4**

A representative sample of the main switchboard black backing was taken and analysis revealed that Chrysotile (white) asbestos materials were evident – please refer the laboratory analysis attached. Given that the sample area of the switchboard black backing tested positive for asbestos we recommend that all switchboard black backing be treated as containing Asbestos.

**Action to be taken**

Leave in place, label and maintain.

**This report has resulted from a non-destructive visual survey - should any renovation, maintenance (including water blasting) or demolition work involving Asbestos Containing Materials (ACM) be undertaken, please ensure the persons involved can confirm their ability and intention to comply with the requirements of the safe handling and removal of as per the Codes of Practice for Asbestos Removal and Management of ACM available from Safework Australia and the relevant state based Worksafe Authority and refer to the information at the end of this report. Where a contractor engages in asbestos related work they must also complete and sign the Contractor Management Plan located onsite and which forms part of this register and management plan.**

**PRESUMED ACM – INACCESSIBLE AREAS**

ACM	Locations	Action to be taken
Asbestos cement sheet formwork, pits and electrical	Subterranean areas	Destructive survey under controlled conditions prior



cable/water pipe/duct work		to any refurbishment which is likely to disturb possible ACMs in these areas. Until these areas are surveyed it they should be presumed to contain asbestos. No access to unauthorised personnel should be given
Asbestos vinyl floor tiles, floor covering and cushioning underlay	Beneath carpets and upper vinyl flooring	
Asbestos sheeting	Backing material to ceramic tiles (floors and walls) often found in wet areas such as kitchens, laundries and bathrooms in both common areas and within dwellings.	
Insulation/pipe lagging	Inaccessible ducts, risers and ceiling and wall space cavities (often located in plant rooms, kitchens, laundries and bathrooms)	


**Note:** The items identified as presumed ACM are presumed to contain ACM on the basis that the areas were inaccessible but given the age of the building could contain asbestos. In this instance it is recommended that these areas be treated as if they contain asbestos as once any works commence involving these areas exposure to airborne asbestos is possible and this will usually only become event after exposure. In the event that a presumed asbestos material location becomes accessible and a sample of the material is proved by laboratory analysis not to contain asbestos, it should not be assumed that all like locations do not contain asbestos. A single sample location cannot be considered representative for all of the items mentioned above, therefore locations that remain untested are presumed to contain ACM.

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**SECTION 3 - COMMON PROPERTY ASBESTOS REGISTER AND MANAGEMENT DETAIL**

1.0	MAIN BUILDING	Asbestos Suspected			Condition Rating			Risk Rating	Material		Sample No
		Y	N	NA	P	N	G	I,H,M,L	Bonded	Friable	
	Description of area	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<b>3</b>
	<p><b>Main Building consists of brick and rendered walls and cement sheet ceilings/soffits</b></p>  <p><b>Item 1</b> The verandah ceiling consists of cement sheeting which may contain asbestos. We recommend that all cement sheet ceilings/soffits be treated as containing Asbestos. Should any renovation, maintenance (including water blasting) or demolition work involving the cement sheeting be undertaken, please ensure the persons involved can confirm their ability and intention to comply with the requirements of the safe handling and removal of as per the Codes of Practice for Asbestos Removal and Management of ACM available from Safework Australia and the relevant state based Worksafe Authority and refer to the information at the end of this report. Where a contractor engages in asbestos related work they must also complete and sign the Contractor Management Plan located onsite and which forms part of this register and management plan. In particular if painting of the external surfaces is likely to be undertaken in the near future please ensure surfaces are not prepared for painting using an abrasive method.</p>										



2.0	MAIN BUILDING	Asbestos Suspected			Condition Rating			Risk Rating	Material		Sample No
		Y	N	NA	P	N	G		I,H,M,L	Bonded	
	Description of area	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	3
	Main Building consists of brick and rendered walls and cement sheet ceilings/soffits	 <p><b>Item 2</b> A sample of the window infill, right side of building exterior was taken and analysis revealed that no asbestos materials were evident – please refer the laboratory analysis attached.</p>									

3.0	ROOF AREA	Asbestos Suspected			Condition Rating			Risk Rating	Material		Sample No
		Y	N	NA	P	N	G		I,H,M,L	Bonded	
	Description of area	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	Roof consists of metal sheeting and Steel Beam Construction										




4.0	ENTRY DOORS	Asbestos Suspected			Condition Rating			Risk Rating	Material		Sample No
		Y	N	NA	P	N	G		I,H,M,L	Bonded	
	Description of area	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	<b>Non Fire rated (untagged)</b>	We have examined an Entry Door and it is untagged, the door is affixed to a timber frame which we are advised means it cannot be a fire rated door and therefore there is no reason to suspect that it contains asbestos. A representative sample of the core of the fire doors can be taken and sent to NATA laboratory for testing to determine if they do contain asbestos.									

5.0	EXTERNAL ACCESSWAYS	Asbestos Suspected			Condition Rating			Risk Rating	Material		Sample No
		Y	N	NA	P	N	G		I,H,M,L	Bonded	
	Description of area	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	Area consists of paved/concrete walkways										

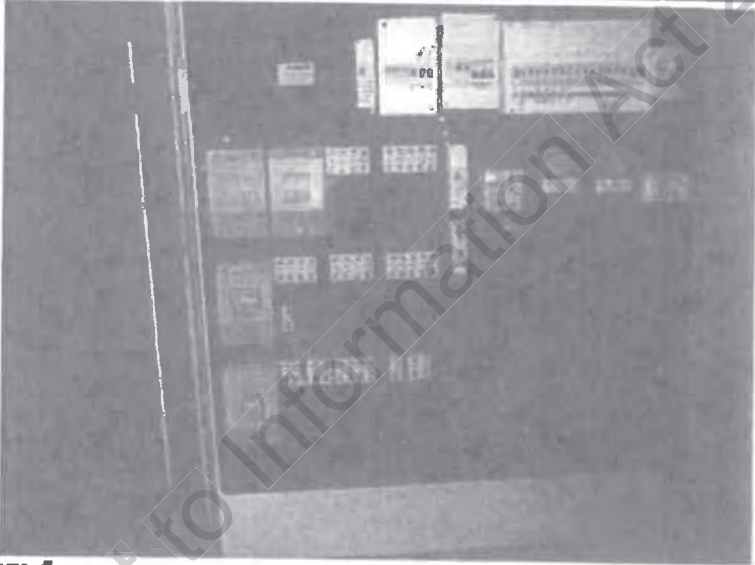
6.0	ABOVE GROUND PIPEWORK	Asbestos Suspected			Condition Rating			Risk Rating	Material		Sample No
		Y	N	NA	P	N	G		I,H,M,L	Bonded	
	Description of area	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	Pipework consists of metal lengths and collars.										



7.0	INTERNAL ACCESSWAYS	Asbestos Suspected			Condition Rating			Risk Rating	Material		Sample No
		Y	N	NA	P	N	G	I,H,M,L	Bonded	Friable	
	Description of area	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	Gym area consists of painted cement sheet walls	 <p><b>Item 3</b> A sample of the gym wall was taken and analysis revealed that no asbestos materials were evident – please refer the laboratory analysis attached.</p>									

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8.0	SWITCHBOARDS	Asbestos Suspected			Condition Rating			Risk Rating	Material		Sample No
		Y	N	NA	P	N	G	I,H,M,L	Bonded	Friable	
	Description of area	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	L	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1
	<p>Electrical Cabinet consists of sheet metal with a bramite/ blackboard mounting board</p>  <p><b>Item 4</b> A representative sample of the main switchboard black backing was taken and analysis revealed that Chrysotile (white) asbestos materials were evident – please refer the laboratory analysis attached. Given that the sample area of the switchboard black backing tested positive for asbestos we recommend that all switchboard black backing be treated as containing Asbestos.</p> <p><b>Action to be taken</b> Leave in place, label and maintain.</p>										

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**Legend**

**ACM - Condition Rating**

- Poor**            Readily accessible, deteriorated surface or friable/damaged asbestos
- Normal**        Accessible surfaces in fair condition, or friable but stable asbestos relatively inaccessible
- Good**           Well sealed surfaces, or friable but stable asbestos in inaccessible locations

**ACM Risk Rating**

- I = Immediate**    Imminent likelihood of exposure to airborne asbestos likely, area readily accessible.
- H = High**            Exposure to airborne asbestos likely as a consequence of minor disturbance in area that is readily accessible
- M = Medium**        Exposure to airborne asbestos unlikely and as a consequence of significant disturbance due to are being relatively inaccessible excepting circumstances where demolition/renovation or other major disturbance.
- L = Low**             Exposure to airborne asbestos highly unlikely as area inaccessible in most circumstances excepting demolltion/renovation or other major disturbance.



## SECTION 4 – ASBESTOS MANAGEMENT

### General requirements

- ACM identified as representing an exposure risk should be removed or otherwise controlled (see Sections 2 and 3).
- Any ACM that is not scheduled for immediate removal should be labelled with appropriate warnings and maintained in good condition.
- The location of ACM must be entered into the Asbestos Register (see Sections 2 and 3).
- Maintenance and other personnel must be made aware of the location of ACM by providing them with access to this report and labelling ACM wherever practicable.
- The Asbestos Register must be freely available.
- Unless they have valid Asbestos Removal licence, maintenance workers, trades or occupants shall not remove or knowingly damage identified ACM.
- Before any planned demolition, refurbishment or maintenance, its effect upon any in-situ asbestos must be established by reference to this document, including amendments.

### Accidental damage to ACM

If ACM is damaged or degraded through accident, ageing or misuse, the building manager, committee should apply the following protocols.

- Determine if the damage is likely to affect nearby occupants through the release of asbestos dust (this may require advice from a licensed Class A Asbestos Assessor or other competent person).
- Gently wet down the damaged section and cover with a heavy plastic sheet or equivalent to encapsulate the ACM. Close nearby windows if the ACM is to the exterior.
- If the damage is significant (i.e. the material is shattered or abraded) the ACM should be replaced as soon as is practicable. Minor damage (i.e. small cracks or holes) may be repaired in the short term using a sealant. **All repairs or removal must be undertaken by a licensed Asbestos Removalist.**
- Register the event in the **Asbestos Management Plan Event Register**



**Decision Tool to assist with ongoing management of ACM**

The options for short to medium-term management of ACM are outlined below

<b>Defer action</b>			
<b>Appropriate when</b>	<b>Not appropriate when</b>	<b>Advantages</b>	<b>Disadvantages</b>
Negligible risk of exposure <b>and</b> Asbestos inaccessible and fully contained <b>or</b> Asbestos stable and not liable to damage	Possibility of deterioration or Damage  Airborne dust Exceeds recommended exposure standard	No initial cost  Cost of removal deferred	Hazard remains  Need for continuing assessment  Asbestos management program required
<b>Encapsulate or seal</b>			
<b>Appropriate when</b>	<b>Not appropriate when</b>	<b>Advantages</b>	<b>Disadvantages</b>
Removal difficult or not feasible  Firm bond to substrate  Damage unlikely  Short life of structure	Asbestos deteriorating  Application of sealant may cause damage to material  Water damage likely  Large areas of damaged asbestos	Quick and economical for repairs to damaged Areas  May be an adequate technique to control release of asbestos dust	Hazard remains Cost for large areas may be near removal cost  Asbestos management system required  Eventual removal may be more difficult and costly
<b>Removal</b>			
<b>Appropriate when</b>	<b>Not appropriate when</b>	<b>Advantages</b>	<b>Disadvantages</b>
Surface friable or asbestos poorly bonded to substrate  Asbestos is severely water-damaged or liable to further damage or deterioration  Located in air conditioning duct  Airborne asbestos exceeds recommended exposure standard  Other control techniques inappropriate	Located on complex and inaccessible surfaces  Removal extremely difficult and other techniques offer satisfactory alternative	Hazard removed  No further action required	Increases immediate risk of exposure especially to removal workers  Creates major disturbance in building  Often highest cost, most complex and time-consuming method  Removal may increase fire risk in building; substitute required  Possible contamination of whole building if removal is done poorly





**Management Decision Record – For Works**

**Option 1: Defer action**

Reason for decision and details

Reason for decision and details

Authorisation: \_\_\_\_\_ Date: \_\_\_\_\_

**Option 2: Encapsulate or seal**

Reason for decision and details

Reason for decision and details

Authorisation: \_\_\_\_\_ Date: \_\_\_\_\_

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**Option 3: Removal**

Reason for decision and details

Reason for decision and details	
Authorisation:	Date:

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**Timetable for Action**

The timetable for action should be administered to ensure those that manage or control the work premises or plant, have a clear plan for all works which may affect ACM in the workplace. This includes maintenance work, scheduled removal work and risk assessment reviews, which may impact ACM.

ACM removal/maintenance work	Date of scheduled works

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### Updating the Risk Assessment

Periodic inspections of ACM should be carried out to ensure they are not deteriorating or otherwise contributing to an unacceptable health risk.

The Work Health and Safety Act and Regulations 2011 requires that asbestos remaining in situ should be inspected by an Asbestos Assessor or other Competent Person on a regular basis (usually every 1 year depending upon type, condition & location) to document any deterioration in the material which may result in a change to the hazard control requirements.

The current laws also require a review of the **Management Plan** to be carried out by a **Class A Asbestos Assessor or other competent person** at intervals determined by the Risk Assessment, the maximum interval being 5 years. The new requirements state that an Asbestos Management Plan and Risk Assessment are required in addition to an Asbestos Register and Survey. **Class A Asbestos Assessors** and competent persons at **QIA Group Pty Ltd** are able to produce these documents to comply with your obligations.

The **Annual ACM Risk Assessment** will reassess the risk posed by the previously identified Asbestos Containing Materials and ensure that the accuracy of the ACM Register is maintained

Each review of the **Asbestos Management Plan** should critically assess all asbestos management procedures and their effectiveness in:

- preventing exposure to asbestos fibres;
- controlling access to ACM;
- highlighting the need for action to maintain or remove ACM; and
- maintaining the accuracy of the ACM Register.

Details of any mitigating circumstances should be recorded in the Asbestos Register



Old Wintergarden Building

1 March 2016

Type of review	Date by which review should be undertaken	Details
Annual ACM Risk Assessment	1 March 2017	
Annual ACM Risk Assessment		
Annual ACM Risk Assessment		
Annual ACM Risk Assessment		
Annual ACM Risk Assessment		
5 Yearly Asbestos Management Plan Review	1 March 2021	

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**Management Action Record**

Record all communication activities undertaken to inform occupants of ACM in the workplace.

<b>Action</b>	<b>Date</b>
<b>Authorisation:</b>	<b>Date:</b>

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## SECTION 5 – ASBESTOS MANAGEMENT INFORMATION

### What Obligations do you have?

Under the Work Health Safety Act and regulation 2011 a Person Conducting a Business of Undertaking (PCBU) that either owns, controls or manages a building or certain plant and equipment built or approved to be **built before 31 December 2003** has certain obligations with respect to identifying and maintaining asbestos materials. These obligations commenced from 1 January 2012.

An Owner of a Building includes a person that has effective management or control of the building and any essential plant in it.

A PCBU has obligations in relation to a building or part of a building that is a workplace. These obligations essentially fall into 3 categories, the identification of asbestos materials, keeping a register of asbestos materials and the management of asbestos materials in the workplace.

### What you must do

If the *Work Health Safety Act, Regulations and Codes of Practice* describe how to prevent or minimise an asbestos-related risk at your workplace a PCBU **must** discharge their responsibilities as required by legislation.

Part 8 of the *Work Health and Safety Regulation 2011* refers to codes of practice for the removal and management of asbestos. These codes are given legal standing in Nationally adopted work health and safety framework.

The practices, procedures and requirements set out in the national asbestos management code or the asbestos removal code **must be complied with** in the same manner as a regulation where reasonably practicable

If there is no regulation or code of practice about a risk at your workplace you **must** choose an appropriate way to manage exposure to the risk. Obligation holders must, where there is no regulation or code of practice about a risk, take reasonable precautions and exercise proper diligence to manage the risk.

### Specific regulations for asbestos

The main requirements relating to asbestos in the *Work Health and Safety Regulation 2011* are grouped into four divisions as follows:

**Part 8.1 Prohibitions and authorised conduct**

**Part 8.2 General duty**

**Part 8.3 Management of asbestos and associated risks**

**Part 8.4 Management of naturally occurring asbestos**

**Part 8.5 Asbestos at the workplace**

**Part 8.6 Demolition and refurbishment**

**Part 8.7 Asbestos removal work**

**Part 8.8 Asbestos removal requiring class A licence**

**Part 8.9 Asbestos-related work**

**Part 8.10 Licensing of asbestos removalists and asbestos assessors**





**What is asbestos?**

Asbestos is a substance that can have potentially fatal health effects. While asbestos is now banned from use it was a component of thousands of different products used in the community and industry from the 1940s until the late 1980s.

Disturbed or broken asbestos products or materials can release minute asbestos fibres that once airborne are capable of being inhaled deep into a person's lungs.

These respirable fibres are a major health hazard and the adverse health effects, such as lung cancer, can take decades to become apparent. The lack of immediate health effects has often meant that victims are unaware of the dangers they are exposed to which means that exposure to the hazard can continue over a long period causing serious health effects.

Due to the serious health risks associated with asbestos it is essential that exposure to it is effectively managed.

**Types of asbestos**

Asbestos is commonly referred to by three types:

- chrysotile ("white" asbestos - belonging to the serpentine group)
- crocidolite ("blue" asbestos - belonging to the amphibole group)
- amosite ("brown" or "grey" asbestos - belonging to the amphibole group)

Under the law, asbestos-containing materials (ACM's) are divided into two types:

- **bonded asbestos-containing material** (bonded asbestos) contains a bonding compound reinforced with asbestos fibres
- **friable asbestos-containing material** (friable asbestos) is unbonded asbestos-containing material that, when dry, is or may become crumbled, pulverised or reduced to powder by hand pressure.

**Bonded asbestos**

**Bonded asbestos** can be found in new products such as asbestos cement sheeting commonly used in building materials between 1940s to the late 1980s and for recycled products until into the 1990's.

Other bonded asbestos products include:

- profiled sheets used on roofs and walls and flat sheets in flashings
- imitation brick cladding
- roof shingles
- water or flue pipes
- plaster patching compounds
- textured paint
- vinyl floor tiles
- friction products such as brake shoes, disc pads, clutch housings or elevator brakes.

From 1 July 2006, removal of 10m<sup>2</sup> or more of bonded asbestos can only be done by a holder of a 'B' class licence (by 31 December 2013 this licence will need to be given under the new 2011 regulation).

'B' class licences are issued to applicants who can demonstrate they are familiar with the practices and procedures for removing bonded asbestos set out in the asbestos removal code.

Competency can be demonstrated by:

- producing a certificate for asbestos removal work issued under the *Workplace Health and Safety Regulation from 1 July 2006*
- producing a statement of attainment issued by a registered training organisation for a course which covers competencies for the removal of bonded asbestos material as set out in *Code of Practice for the Safe Removal of Asbestos 2nd Edition* [NOHSC:2002(2005)]
- passing an exam assessed by an authorised accredited provider or registered training organisation.



A person who removes less than 10m<sup>2</sup> of bonded asbestos material does not require a licence, however, that person must be competent and comply with the practices procedures and requirements set out in the asbestos removal code.

### **Friable asbestos**

Friable asbestos is easily crumbled or reduced to powder by hand.

Common forms of friable asbestos materials include:

- sprayed on fireproofing/soundproofing/thermal insulation
- acoustic plaster soundproofing
- thermal insulation (not sprayed on).

Currently, under the law, all friable asbestos removal work can only be done:

- by certified asbestos removalists who hold a licence to perform asbestos removal work
- as set out in the asbestos removal code.

From 1 July 2006 removal of any friable asbestos can only be done by a holder of an 'A' class licence (by 31 December 2013 this licence will need to be given under the new 2011 regulation)

### **Identification of Asbestos Materials**

It is often very difficult to identify the presence of asbestos by sight. The only way to be certain is to have a sample of the material analysed by a laboratory.

Sampling of anything you suspect may contain asbestos is itself hazardous and should only be done by a competent person, and analysed only in accredited laboratories.

More information on identifying asbestos and where this can be done is available from the [National Association of Testing Authorities \(NATA\)](#).

### **Asbestos in the workplace**

Part B of the Work Health Safety Regulation asbestos management code requires that PCBU's must ensure all asbestos-containing materials (ACM) in their workplaces are identified, as far as practicable.

### **Risk assessments**

#### **Asbestos to be identified or assumed at workplace**

- (1) A person with management or control of a workplace must ensure, so far as is reasonably practicable, that all asbestos or ACM at the workplace is identified by a competent person.
- (2) A person with management or control of a workplace must—
  - a. if material at the workplace cannot be identified but a competent person reasonably believes that the material is asbestos or ACM—assume that the material is asbestos; and
  - b. if part of the workplace is inaccessible to workers and likely to contain asbestos or ACM—assume that asbestos is present in the part of the workplace.
- (3) Subsection (1) does not apply if the person—
  - a. assumes that asbestos or ACM is present; or
  - b. has reasonable grounds to believe that asbestos or ACM is not present.
- (4) If asbestos or ACM is assumed to be present at a workplace, it is taken to be identified at the workplace.



**Analysis of sample**

- (1) A person with management or control of a workplace may identify asbestos or ACM by arranging for a sample of material at the workplace to be analysed for the presence of asbestos or ACM.
- (2) If a person with management or control of a workplace arranges for an analysis, the person must ensure that the sample is analysed only by—
  - (a) a NATA-accredited laboratory accredited for the relevant test method; or
  - (b) a laboratory approved by the regulator in accordance with guidelines published by Safe Work Australia; or
  - (c) a laboratory operated by the regulator.

**Presence and location of asbestos to be indicated**

A person with management or control of a workplace must ensure that—

- (a) the presence and location of asbestos or ACM identified at the workplace under section 422 is clearly indicated; and
- (b) if it is reasonably practicable to do so, indicate the presence and location of the asbestos or ACM by a label.

**Asbestos register**

- 1) A person with management or control of a workplace must ensure that a register (an asbestos register) is prepared and kept at the workplace.
- 2) The person must ensure that the register is maintained to ensure the information in the register is up to date.
- 3) The asbestos register must—
  - (a) record any asbestos or ACM identified to be at the workplace under section 422, or likely to be present at the workplace from time to time including—
    - i. the date on which the asbestos or ACM was identified; and
    - ii. the location, type and condition of the asbestos or ACM; or
  - (b) state that no asbestos or ACM is identified at the workplace if the person knows that no asbestos or ACM is identified, or is likely to be present from time to time, at the workplace.
- 4) The person is not required to prepare an asbestos register for a workplace if a register has already been prepared for that workplace.
- 5) (5) Subject to subsection (6), this section applies to buildings whenever constructed.
- 6) (6) This section does not apply to a workplace if—
  - (a) the workplace is a building that was constructed after 31 December 2003; and
  - (b) no asbestos has been identified at the workplace; and
  - (c) no asbestos is likely to be present at the workplace from time to time.

If asbestos-containing materials (ACM) are identified in a workplace, the PCBU must ensure the risks are assessed:

A risk assessment allows informed decisions to be made about control measures, induction and training, air monitoring and health surveillance requirements for a workplace with ACM present.

The risk assessment should take into consideration the information held in the register of ACM, including:

- the condition of the ACM (whether it is friable or bonded and stable, and whether it is liable to damage or deterioration)
- the likelihood of exposure
- whether the nature or location of any work to be done is likely to disturb the ACM.

**Principles of Asbestos Management****Control Measures**

If a building or essential plant in or on a building has asbestos materials installed in it, the owner of the building or plant must ensure policies and procedures are established-

- (a) to prevent the exposure of persons in the building to the asbestos materials; or
- (b) if exposure to the asbestos materials can not be prevented, to minimise the exposure of persons in the building to the materials.



The policies must discuss—

- (a) the steps that can be taken to restrict access to, and prevent disturbance of, the asbestos materials; and
- (b) work practices in the vicinity of the asbestos materials; and
- (c) requirements for reassessment of the asbestos materials at regular intervals of at least 1 year and earlier if the nature or location of work in the vicinity of the asbestos materials changes.

If the asbestos materials—

- (a) are friable, poorly bonded or unstable, for example because of damage or deterioration, the owner must ensure the asbestos materials are enclosed, sealed or removed; or
- (b) are to be removed, the owner of the building must ensure an asbestos removalist removes the asbestos materials.

A PCBU must give a copy of the register to---

- (i) any employer worker who proposes to carry out work involving dismantling a part of the building; and
- (ii) if the building or a part of it or essential plant in or on it is to be demolished—give a copy of the register to the principal contractor for the construction workplace; and
- (iii) on the sale of the building, give the register to the buyer of the building.

If work mentioned above affects a part of the building in which the PCBU knows asbestos materials exist, the owner must, as soon as practicable after the work is complete, ensure an appropriately qualified person inspects the building and gives the owner a report stating-

- (a) whether there are still asbestos materials in the building; and
- (b) if there are still asbestos materials in the building, whether the condition of the materials requires that-
  - i) stated action should be taken under the regulations to minimise the risk of exposure to the materials; and
  - ii) the entries in the asbestos materials register should be changed and if so, in what way.

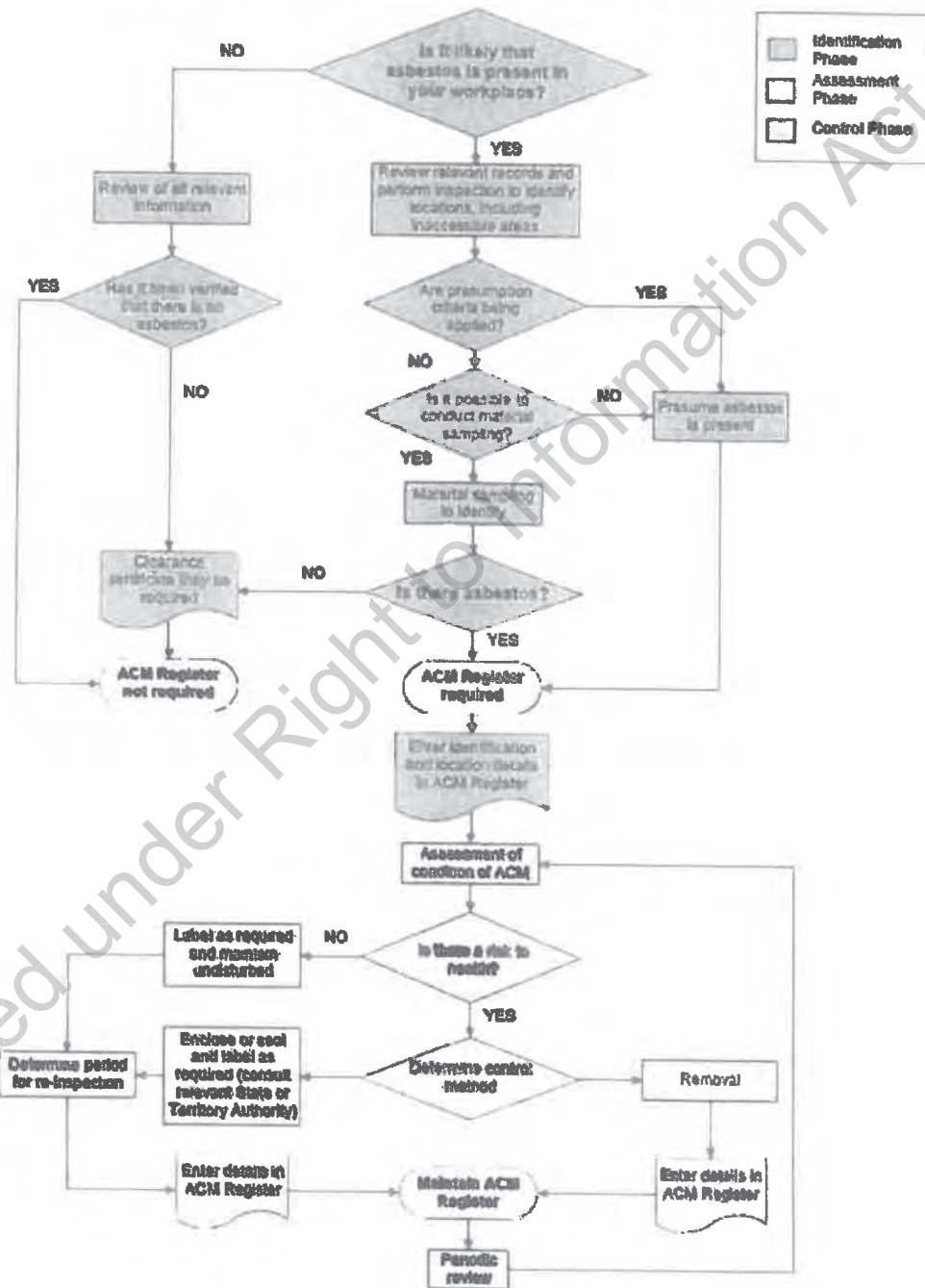
As soon as practicable after receiving the report, the owner must make any reasonably necessary changes to the asbestos materials register.



General Principles

National Occupational Health and Safety Commission

Figure 1. General principles of an asbestos management plan



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These principles of asbestos management have been adapted from general principles published by the National Occupational Health and Safety Commission (1988).

These principles are summarised below:

1. The ultimate goal is for the Common Property to be free of asbestos.
2. Asbestos removal may not be immediately necessary, but must be completed before a structure, or part of a structure, is demolished.
3. Removal of asbestos should be subject to priority setting, determined by the condition and location of the asbestos as well as scheduled refurbishment works. Asbestos presents a risk only when it is airborne. The risk to health increases as the number of fibres inhaled increases.
4. Wherever practicable, substitutes shall be found for asbestos products. Such substitutes shall be thoroughly evaluated before use, to ensure that they do not constitute a health hazard. Ultimately, all asbestos products should be eliminated.
5. Asbestos which has been incorporated into a stable matrix can be found in many working environments. Provided the matrix remains stable and no airborne dust is produced, it presents a negligible health risk.
6. The presence of asbestos should be identified.
7. No person shall be exposed to the risk of inhalation of asbestos in the course of their engagement without being provided with full information of the occupational health and safety consequences of exposure and appropriate control strategies.
8. At present it is not possible to assess whether there is a level of exposure to asbestos in humans below which an increased risk of cancer would not occur. Accordingly, exposure to asbestos should always be kept to a minimum.
9. Asbestos removalists and maintenance workers in an asbestos environment must be suitably protected.
10. The recognised occupational exposure standard for asbestos is that adopted by the National Occupational Health and Safety Commission. The method used to measure exposure to asbestos is the Membrane Filter Method as endorsed by the National Commission.
11. Where appropriate, products containing asbestos shall be labelled accordingly.
12. The spraying of asbestos shall be prohibited. All future use of asbestos for insulation purposes shall be prohibited.

The general principles of asbestos management are broadly covered by four separate phases. These are:

1. Identification phase;
2. Evaluation phase;
3. Control phase; and
4. On-going monitoring/re-assessment

Procedures need to be designed and implemented to appropriately control any asbestos hazard, to ensure that personnel are not exposed to asbestos to an extent likely to cause danger to health. The procedures required may include:

- a) removal;
- b) substitution;
- c) engineering controls;
- d) safe working procedures;
- e) personal protective equipment;
- f) cleaning, decontamination and waste disposal;
- g) education;
- h) environmental monitoring; and
- i) medical surveillance.



### Principles of Control of Asbestos Hazards

The control of asbestos hazards should utilise the most appropriate method applicable to the particular circumstances. Based upon the assessment of the condition of the asbestos, its potential to suffer damage or mechanically degrade, and the likelihood of exposing people to airborne asbestos, the following control strategies are relevant :

- Leave in situ (defer action);
- Encapsulation;
- Enclosure; and
- Removal

These control strategies are discussed below:

#### Leave in Situ (defer action)

The identification of asbestos in a building does not automatically necessitate its immediate removal. Asbestos in a stable condition and not prone to mechanical damage can generally remain in situ. The asbestos will need to be inspected on a regular basis (every two to five years, depending on risk) to ensure its integrity is maintained, should be labelled with an appropriate warning, and must be removed under controlled conditions prior to demolition or refurbishment works that may disturb the asbestos.

#### Encapsulation or Sealing

Encapsulation refers to the coating of the outer surface of the asbestos material by the application of some form of sealant compound that usually penetrates to the substrate and hardens the material. Sealing is the process of covering the surface of the material with a protective coating impermeable to asbestos. Encapsulation or sealing helps protect the asbestos from mechanical damage, and is designed to reduce the risk of exposure by inhibiting the release of asbestos fibres into the airborne environment, and increase the length of serviceability of the product. The use of encapsulation or sealing may be of limited application. **It is not considered to be an acceptable alternative to repairing or removing severely damaged asbestos materials.**

#### Enclosure

Enclosure involves installing a barrier between the asbestos material and adjacent areas. This is effective in inhibiting further mechanical damage to the asbestos, and friable products such as calcium silicate pipe lagging or sprayed limpet asbestos may be targeted for enclosure where removal is not an option. The type of barrier installed may include plywood or sheet metal products, constructed as a boxing around the asbestos.

#### Removal

Removal of asbestos must be performed under certain controlled conditions, depending on the type of asbestos product to be removed. Removal is considered preferable to the other abatement options such as enclosure or encapsulation, as it eliminates the hazard from the work place. The removal process, however, does pose an increased risk to personnel engaged in the removal, and may result in increased air-borne fibre levels in adjacent occupied areas if the removal program is not strictly controlled. Asbestos removal is generally an expensive exercise, and can cause major disruptions to building occupants. The removal of asbestos is considered appropriate when the asbestos product is deteriorated, has reached an unserviceable condition, or is at risk of being disturbed, and the other control options are not feasible. Where demolition or refurbishment works are to occur, and this work is likely to impact on asbestos materials, the asbestos must be removed under controlled conditions prior to the commencement of any site works.



### Safe Work Practices

The appendices of the asbestos management code contain specific instructions for how to safely work with ACM which **must be followed** for:

- drilling of asbestos-containing materials
- sealing, painting, coating and cleaning of asbestos cement products
- cleaning leaf litter from the gutters of asbestos cement roof
- replacing cabling in asbestos cement conduits or boxes
- working on electrical mounting boards (switchboards) containing asbestos
- inspection of asbestos friction materials

Wherever possible, **dry ACM should not be worked on.**

### Techniques

Techniques to prevent or minimise the generation of airborne asbestos fibres include:

- the wetting of ACM using surfactants or wetting agents such as detergent water
- the use of thickened substances, pastes and gels, such as hair gel or shaving cream, to cover the surfaces of ACM that are to be worked on (these substances should be compatible with the condition of use, including temperature, and not pose a health risk)
- the use of shadow vacuuming
- performing the task in a controlled environment e.g. a ventilated enclosure.

Ensure that the work has been assessed for any electrical hazards that may result from the use of water or other liquids. If an electrical hazard exists, primary consideration should be given to removing the ACM, rather than relying on dry work methods.

More information on safe maintenance can be found in the **HOW TO MANAGE AND CONTROL ASBESTOS IN THE WORKPLACE - Code of Practice 2011.**

### Tools

- High-speed abrasive power and pneumatic tools such as angle grinders, sanders and saws and high-speed drills **must never be used.**
- Manually operated hand tools should be used wherever possible.
- Low-speed battery-powered tools should only be used where manually operated hand tools cannot provide sufficient physical force to perform the work.
- At the end of the work all tools must be:
  - fully decontaminated
  - placed in sealed containers
  - disposed of as asbestos waste.

More information on tools can be found in section 11.6 of the **HOW TO MANAGE AND CONTROL ASBESTOS IN THE WORKPLACE - Code of Practice 2011** and the **HOW TO SAFELY REMOVE ASBESTOS Code of Practice 2011**

### Personal protective equipment (PPE)

The risk assessment should determine the need for and the appropriate types and levels of PPE. This includes respiratory equipment.

All respiratory protection equipment should meet the requirements of AS/NZS 1716 Respiratory Protective Devices.

More information on PPE is available from:

- workplace health and safety subject - personal protective equipment
- **HOW TO MANAGE AND CONTROL ASBESTOS IN THE WORKPLACE - Code of Practice 2011** and the **HOW TO SAFELY REMOVE ASBESTOS Code of Practice 2011**





#### **Asbestos vacuum cleaners**

- Household vacuum cleaners **must never be used** where asbestos is or may be present - even if it has a HEPA filter.
- PPE should be worn whenever an asbestos vacuum cleaner is opened to change the bag or filter, or to perform other maintenance.
- Asbestos vacuum cleaners should only be emptied by a competent person:
  - with the correct PPE
  - in a controlled environment
  - in compliance with the manufacturer's instructions.
- Wherever possible, asbestos vacuum cleaners should not be hired as they can be difficult to fully decontaminate.
- Hiring may be more viable in some cases, e.g. when a one-off maintenance task is required.
- Asbestos vacuum cleaners should only be hired from organisations that provide vacuum cleaners specifically for work with asbestos.

More information on vacuum cleaners is available in **HOW TO MANAGE AND CONTROL ASBESTOS IN THE WORKPLACE - Code of Practice 2011** and the **HOW TO SAFELY REMOVE ASBESTOS Code of Practice 2011**.

#### **Decontamination**

The type of decontamination required depends on the type of asbestos (friable or non-friable), the work method used and the site conditions.

There are two procedures for **workplace decontamination**:

- wet decontamination - using wet rags to wipe down contaminated areas
- dry decontamination - involves carefully rolling or folding up and sealing plastic sheeting and/or vacuuming the asbestos work area with an asbestos vacuum cleaner. This method should only be used where wet methods are not suitable or pose a risk because of electricity or slippage.

If extensive contamination has occurred, an asbestos removalist should be engaged to perform the decontamination. Clearance monitoring may be required.

All **tools, equipment and reusable respirators** used during the work should be dismantled (where appropriate) and decontaminated. This should be done using either wet or dry decontamination methods.

**Personal decontamination** must be undertaken every time a worker leaves the asbestos work area and again when the asbestos task is completed.

More information on decontamination procedures can be found in section **HOW TO SAFELY REMOVE ASBESTOS Code of Practice 2011**.

#### **Clearance inspections**

A risk assessment should determine whether a clearance inspection is required on completion of the asbestos task.

If required these inspections must be carried out by a licensed asbestos assessor and include:

- visual inspections
- clearance monitoring
- settled dust sampling.

More information on these types of inspections is available in the **HOW TO SAFELY REMOVE ASBESTOS Code of Practice 2011**.

#### **Waste removal and disposal**

Asbestos waste should always be removed and disposed of by a competent person. This includes contaminated PPE and cleaning materials used in the work.

Asbestos waste can be collected and disposed of in:

- asbestos waste bags
- solid, sealable asbestos waste containers such as bins or drums, if storage is required.



Controlled wetting of asbestos waste should be used to reduce the possibility of dust emissions during the bagging or containment of the waste.

#### Information for householders and renovators

Materials containing asbestos were used in many homes before they were banned from use most states by the mid 1990's.

Asbestos was typically used in fibro roofs, walls and soffits. In many houses fibro was also used internally for wet areas such as kitchens, bathrooms and laundries. Asbestos cement can also be found in flat sheets, profiled sheets, corrugated sheets, shingles, compressed sheets, rigid board insulation and building products such as pipes and guttering.

Second hand materials or products containing asbestos can also have been installed or used after asbestos was banned and may be found in newer homes.

An extensive list of examples of asbestos-containing materials is available in the **HOW TO MANAGE AND CONTROL ASBESTOS IN THE WORKPLACE - Code of Practice 2011**.

It is often very difficult to identify the presence of asbestos by sight. The only way to be certain is to have a sample of the material analysed by a laboratory.

Sampling of anything you suspect may contain asbestos is itself hazardous and should only be done by a competent person, and analysed only in accredited laboratories.

More information on identifying asbestos and where this can be done is available from the [National Association of Testing Authorities \(NATA\)](#).

Householders and renovators can manage the risks of asbestos by:

- being aware of what asbestos is and where it can be found
- having suspect materials tested (by a competent person) or by treating suspect materials as if they contain asbestos
- being aware of the responsibilities of clients (which can include householders and renovators) and the responsibilities of asbestos removalists under the Code of Practice **HOW TO SAFELY REMOVE ASBESTOS**.
- ensuring that work removing any amount of friable asbestos is done by a certified asbestos removalist (holding either a current licence for an 'A' class licence for asbestos removal work issued from 1 January 2006 or class A asbestos removal licence under the WHS Regulation 2011 by 31 December 2013) ensuring that from 1 July 2006 removal of 10m<sup>2</sup> or more of bonded asbestos or asbestos-contaminated dust or debris associated with the removal of more than 10 m<sup>2</sup> of non-friable asbestos or asbestos containing material is done by a certified removalist (holder of a 'B' class licence)
- ensuring that removal of less than 10m<sup>2</sup> of bonded asbestos is done as described in the **Code of Practice HOW TO SAFELY REMOVE ASBESTOS**.
- ensuring that any work done with bonded asbestos is done as described in the **HOW TO MANAGE AND CONTROL ASBESTOS IN THE WORKPLACE - Code of Practice 2011**.

#### Disposal of Asbestos

Normally, disposal of asbestos materials will be the responsibility of the contractor engaged by the Body Corporate to perform any asbestos abatement works. The disposal of any asbestos materials off site will be in accordance with the Worksafe Australia Code of Practice, local authority and legislative requirements.



**Glossary**

ACM	See asbestos containing material
Air monitoring	Air Monitoring means airborne asbestos fibre sampling to assist in assessing exposures and the effectiveness of control measures. Air monitoring includes exposure monitoring, control monitoring and clearance monitoring. Note: Air monitoring should be undertaken in accordance with the Guidance Note on the Membrane Filter Method for Estimating Airborne Asbestos Fibres [NOHSC:3003 (2005)]
Airborne asbestos fibres	Any fibres of asbestos small enough to be made airborne. For the purposes of monitoring airborne asbestos fibres, only respirable asbestos fibres (those less than 3 microns wide, more than 5 micron long and with a length to width ratio of more than 3 to 1) are counted.
Amosite	Grey or brown asbestos
Asbestos Containing Material	Any material, object, product or debris that contains asbestos.
Asbestos Register	Inventory of ACM by type, form, location, risk and required action.
Asbestos Removalist	A competent person who performs asbestos removal work. Note: an asbestos removal licence is required in all State and Territory jurisdictions for friable ACM.
Asbestos Survey and Management Plan	Document covering the identification, risk evaluation, control and management of identified asbestos hazards, developed in accordance with NOHSC: 2018 (2005).
Asbestos	The fibrous form of mineral silicates belonging to the serpentine and amphibole groups of rock-forming minerals, including actinolite, amosite, anthophyllite, chrysotile, crocidolite, tremolite or any mixture containing one or more of the mineral silicates belonging to the serpentine and amphibole groups.
Asbestos-cement (AC)	Products consisting of sand aggregate and cement reinforced with asbestos fibres (e.g. asbestos cement pipes and flat or corrugated asbestos cement sheets).
Bonded asbestos	ACM that is bonded into a stable matrix and cannot be reduced to a dust by hand pressure.
Chrysotile	See asbestos containing material
Clearance inspection	An inspection, carried out by a competent person, to verify that an asbestos work area is safe to be returned to normal use after work involving the disturbance of ACM has taken place. A clearance inspection must include a visual inspection, and may also include clearance monitoring and/or settled dust sampling.
Clearance monitoring	Air monitoring using static or positional samples to measure the level of airborne asbestos fibres in an area following work on ACM. An area is 'cleared' when the level of airborne asbestos fibres is measured as being below 0.01 fibres/million
Competent person	A person possessing adequate qualifications, such as suitable training and sufficient knowledge, experience and skill, for the safe performance of the specific work.
Control monitoring	Air monitoring, using static or positional to measure the level of airborne asbestos fibres in an area during work on ACM. Control monitoring is designed to assist in assessing the effectiveness of



	control measures. Its results are not representative of actual occupational exposures, and should not be used for that purpose.
Crocidolite	Blue asbestos
Exposure monitoring	Air monitoring in the breathing zone to determine a person's likely exposure to a hazardous substance. Exposure monitoring is designed to reliably estimate the person's exposure, so that it may be compared with the National Exposure Standard.
Friable asbestos	Asbestos containing material which when dry is or may become crumbled, pulverised or reduced to powder by hand pressure.
In situ	Fixed or installed in its original position, not having been removed. Areas which are difficult to access, such as wall cavities and the interiors of plant and equipment.
Inaccessible areas	As a general rule, an inaccessible area is an area that cannot be accessed during normal daily activities or routine maintenance.
Licensed Class A Asbestos Assessor	Person who is qualified to undertake the identification and assessment of asbestos and provide recommendations on its safe management.
Licensed Class B Asbestos Assessor	Person who is qualified to undertake the identification of asbestos.
Membrane	A flexible or semi-flexible material, which functions as the waterproofing component in a roofing or waterproofing assembly.
NATA	National Association of Testing Authorities (NATA)
NOHSC (now ASCC)	National Occupational Health and Safety Commission (now known as Australian Safety and Compensation Council)
SWMS	Safe Work Method Statement

Released under Right to Information Act 2009



## SECTION 6 – REPORT PROCESS AND CONTENT

### REPORT BASIS

The basis of this report is an inspection of the **common property** areas of the scheme. This report is not an all encompassing report dealing with the scheme common areas from every aspect. It is a reasonable attempt to identify any asbestos containing materials upon common property areas of the scheme. This report is not a certificate of compliance with respect to any Act, Regulation, Ordinance or By-law. The report is not a structural report and should you require any advice of a structural nature we recommend that a structural engineer be engaged.

The inspection of the common property of the scheme is a visual inspection only limited to those areas of the common property that are fully accessible from the common areas (i.e. we will not be entering individual lots to access common areas) and visible to the inspector at the time of inspection. The inspection did not include breaking apart, dismantling, removing or moving any element of the building and items located on the common property and as such no assessment is made at the time of inspection. Areas include service ducts, risers; inside plant particularly where specialist tools and expertise are required, wall ceiling and subfloor cavities, beneath finished floor surfaces or coverings, underground or in cavity pipe work and external areas of the building more than 2.5 above the finished ground level

The report does not and cannot make comment upon: asbestos containing materials that may have been concealed; the assessment of which may rely on certain weather conditions; the presence or absence of timber pests; gas fittings; heritage concerns; fire protection; site drainage; security concerns; detection and identification of illegal building work; durability of exposed finishes; the are present in the roof space and under floor space.

The inspector will identify and assess hazards relating to the static condition of asbestos containing materials on the common property and then recommend remedial action or the introduction of a suitable control measure.

The Asbestos Report commissioned by the client was non-destructive and non-intrusive in nature. This type of commission limits or restricts access to the building structure, some surfaces and materials.

The survey undertaken was limited to those common areas available for access at the time of the inspection of the premises. Only the common areas accessible to the surveyors at the time of the inspection are included in this Asbestos Report.

Unless specifically noted, the survey did not cover exterior ground surfaces and sub-surfaces (e.g. infill soil) or materials other than normal building fabric such as materials in laboratories or special purpose facilities.

At the time of survey no access was gained to material and/or void areas located behind, above, or attached to any sampled or assumed ACM.

No absolute determination can be made regarding the possibility of concealed or inaccessible asbestos containing materials or items in the areas and equipment listed in the tables above until access is gained to allow for inspection.

Materials and equipment in any non-accessed area should therefore be assumed to contain ACM, and be treated appropriately until assessment and sample analysis confirm otherwise.

Samples were not taken where the act of sampling would endanger the surveyor(s) or affect the structural integrity of the item concerned.



The presence of ACM to pipe work that is not readily visible, or that would require the full removal and replacement of overlying non-asbestos insulation to confirm, has not been investigated.

This Asbestos Report, although extensive, is not intended for and must not be used as a specification or method statement for any future asbestos removal project. In this instance detailed plans, quantities etc. would be required.

Before any refurbishment or hazardous material removal projects, the contractor(s) carrying out the work must fully acquaint themselves with the extent of the asbestos containing materials, particularly in those areas which may need full or partial demolition in order to determine the exact extent and location of such materials.

Care should be taken when demolishing or excavating to determine the existence or otherwise of asbestos containing materials. For example subsurface pipes and drains, revealed through excavation may be constructed of asbestos cement. Wherever a material is uncovered or revealed and it is suspected to be hazardous, it should be assumed to be hazardous and treated appropriately until such time as assessment and sample analysis of the material confirms otherwise.

Building work must cease in the immediate vicinity of the suspect material and a Class A Asbestos Assessor must issue a Clearance Certificate before the building work can recommence in the affected area.

This report is based on the information obtained by QIA Group Pty Ltd at the time of building inspection. QIA Group Pty Ltd will not update this report, nor take into account any event(s) occurring after the time that its assessment was conducted.

As both the range and use of manufactured products containing asbestos was extremely widespread, QIA Group Pty Ltd cannot accept responsibility for any consequential loss or damage that results from non-recognition of a material that may later be established to contain asbestos. For example, certain textured wall and ceiling finishes may contain small traces of asbestos fibre. In situ, textured finishes are often composed of assorted batches of product, or may have been repaired/patched at various times. It is therefore always a possibility that the samples collected may not always be representative of the entire material.

Under normal construction practices some materials are "built in" or "randomly applied". These materials are therefore not readily accessible and can only be exposed through demolition or damage to the structure or finishes. Access to a material may also be prevented or restricted by equipment that is in operation or where to obtain access contravenes a relevant statutory requirement or code of practice (e.g. electrical switchboards). Consequently, while all reasonable care and attention was taken in compiling this report no guarantee to its completeness can be given.

QIA Group Pty Ltd has taken all care to ensure that this report includes the most accurate information available. Where it uses test results prepared by a third party it relies on the accuracy of the test results in preparing this report. In providing this report QIA Group Pty Ltd does not warrant the accuracy of such third party test results.

- (a) All implied conditions, warranties and rights are excluded from the services offered, except for those which cannot be excluded by virtue of law. Where any condition, warranty or right is implied by law and cannot be excluded, we limit our liability for breach of, or other act contrary to, that implied condition, warranty or right:



- (i) In connection with the supply of goods, to one or more of the following (as we may determine):
- (A) replacement of the goods or supply of equivalent goods;
  - (B) repair of the goods;
  - (C) payment of the cost of replacing the goods, or of acquiring equivalent goods; or
  - (D) payment of the cost of having the goods repaired;
- (ii) in connection with the supply of services, to one of the following (as we may determine):
- (A) supplying of the services again; or
  - (B) payment of the cost of having the services supplied again; and
  - (iii) otherwise to the extent permitted by law.
- (b) Subject to clause (a), and despite any implication arising from report provided, we are not, and will not be, liable to you in contract, in tort (including negligence), under any statute (to the extent permitted by law), or otherwise for, or in respect of, any indirect or consequential loss or damage.

Subject to clause (a) and despite any implications arising from the report provided, our total and aggregate liability in contract, in torts (including negligence), under statute (to the extent permitted by law), or otherwise for, or in respect of, any direct loss or damage arising out of any breach or other act or omission in connection with any Services, will not exceed the fees for those particular Services.

We reserve the right to amend this report and the opinions expressed in this report in light of any additional information that might be received or made available after the date of this report.

#### BUILDING APPROVALS

The inspector will rely on any and all building inspections and approvals given by the relevant authority in relation to the construction and completion of the scheme buildings and land.

#### LIFT CONTROL ROOMS and AIR CONDITIONING DUCTING

Should the building contain lifts or ducted air-conditioning systems as part of the common property plant and equipment no assessment will be made of said systems unless the relevant mechanical services or lift service contractors provide access to the heater banks and control room or provide a written report as to the presence, type and condition of any asbestos containing materials in the plant or rooms in question.

#### FIRE RATED DOORS

We will assume that fire rated doors will be tagged to indicate that they are fire rated doors, untagged doors will be presumed to be non-fire rated. Non fire rated doors were not known to have contained asbestos, whereas fire rated doors often contained asbestos materials. Given that we do not break apart or dismantle fire rated doors we will presume that fire rated doors contain asbestos particularly if they were manufactured prior to 1990.



## SECTION 7 – QUOTATIONS

1 March 2016

The Owners for Old Wintergarden Building  
C/-: Precision Body Corporate Management

Dear Committee Members:

Property Name/ Address: ***Old Wintergarden Building,  
2 Maryborough Street, Bundaberg, Qld, 4670***

Plan Number: **28385**

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### **Summary of quotations needed for compliance with Work Health Safety Act 2011 Part 8 relating to Asbestos management and record keeping**

1. Return visit to site to label Asbestos Containing Materials identified in our report and erect general warning labels, if an enclosure is located onsite we will also install a copy of the report/register and contractor plan into the enclosure: **\$224.00 (incl. GST)**
2. Provision of a **small** lockable wall mounted cabinet (installed), complete with 003 lock and key for the keeping of the onsite Asbestos Records): **\$420.00 (incl. GST)**



QIA Group Pty Ltd

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**Quotation Explanations**

**1. QIA Group Pty Ltd is pleased to provide the following quotation for the provision of a compliant Asbestos Materials labelling service in accordance with Part 8 of the Work Health and Safety Act 2011 and HOW TO MANAGE AND CONTROL ASBESTOS IN THE WORKPLACE - Code of Practice 2011.**

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Return to site and label representative Asbestos Containing Materials identified in our report where safe to do so. | <input checked="" type="checkbox"/> Apply general warning labels to enclosure and install acrylic Asbestos Containing Material Register sign near entry to complex. |
| <input checked="" type="checkbox"/> If a records enclosure is installed onsite we will also install a copy of the report/register onsite.               |   |

**2. QIA Group Pty Ltd is pleased to provide the following quotation for the provision of a small lockable wall mounted cabinet (installed), complete with 003 lock and key for the keeping of the onsite Asbestos Safety Records in accordance Part 8 of the Work Health and Safety Act 2011 and HOW TO MANAGE AND CONTROL ASBESTOS IN THE WORKPLACE - Code of Practice 2011.**

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Supply and install 1 x B&R box 400mm H x 300mm W x 150mm D:   | <input checked="" type="checkbox"/> Box to be located externally where possible next to the main switchboard to allow for easy access by local authority Inspectors and nominated contractors |
| <input checked="" type="checkbox"/> <b>IP66 rated</b> , so the contents of the box will be fully <b>protected from dust and water ingress</b> (except if immersed). This means your records which are required to be kept for at least 2 years onsite will be well protected. | <input checked="" type="checkbox"/> Fitted with 003 lock to restrict access to those contractors provided with a 003 key.   |
|   | <input checked="" type="checkbox"/> Steel enclosure light grey in colour  |

If there is anything further we can assist with, please do not hesitate to contact one of the team at your earliest convenience.

Warm Regards

**The team at QIA Group Pty Ltd**



QIA Group Pty Ltd

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**APPENDIX 1 – N.A.T.A. LABORATORY RESULTS**



**Fibre Identification Certificate of Analysis**

Report Number: T-00058      Date of Report: 29/02/2016      Samples Taken by: Client      Page 1 of 1

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**Client Details**      **Laboratory Details**

Client QIA      Address: 140 Gladstone Street, Fyshwick, Canberra 2608  
 Attention: **Category B**      Manager: **Category B**  
 Received:      Telephone: 02 6239 5669  
 Client Reference: 2 Maryborough Street Bendaberg QLD - 106701      Fax: 02 6239 5669  
 Email: info@qiagroup.com.au      Email: hazmat@robsonenviro.com.au

Test Specification(s) Employer: AS404 (2004) & In-House Procedure No.2

**Methodology Summary**

Samples of material are examined to determine the presence of asbestos fibres using AS404 (2004) & In-House Procedure No.2. Qualitative identification of chrysotile, amosite and crocidolite in bulk samples by Polarised Light Microscopy (PLM) in accordance with Dispersion Staining (DS). Unavoidable presence of asbestos present in made by grinding fibre material to use within the volume and current with published data. This provides a reasonable degree of certainty to determine whether a fibre under investigation is chrysotile or not. Careful examination of the test procedure provides sufficient confidence to allow unqualified identification of asbestos type, and so, to determine whether a sample contains asbestos or not. If sufficient diagnostic data are absent, then positive identification of fibre asbestos is not possible.

**Client Supplied Samples**

Robson Environmental is not responsible for the accuracy or completeness of sampling carried by third parties. Sample location(s) and/or sample type(s) of third party samples delivered to the laboratory are given by the client at the time of delivery. Under these circumstances, Robson Environmental cannot be held responsible for the interpretation of the results shown. Where the test certificate indicates that bulk samples were taken by the client, they are outside the scope of our NATA Accreditation for sampling. Robson Environmental takes responsibility of information reported only when a site is visited under the certificate.

**Reporting of Results**

**'Asbestos Detected':** Asbestos detected by Polarised Light Microscopy (PLM), including Dispersion Staining (DS).  
**'No Asbestos Detected':** No Asbestos detected by Polarised Light Microscopy (PLM), including Dispersion Staining (DS).  
**'UF' Detected:** Mineral fibres of unknown type detected by Polarised Light Microscopy (PLM), including Dispersion Staining (DS). Confirmation by another independent analytical technique may be necessary.  
**'Non-plate' refers to small discrete amounts of asbestos traceably distributed in a large body of non-asbestos material.**

**Limit of Detection & Reporting Limit:**  
 Approximate limits of the test procedure using Polarised Light Microscopy (PLM) are:

- PLM is a qualitative technique only;
- It does not cover identification of asbestos or water-borne asbestos;
- The less concentrated asbestos mineral fibre asbestos, vermiculite and tremolite exhibit a wide range of optical properties that preclude unqualified identification by PLM and Dispersion Staining (DS). Thus the method is used to positively identify the three major asbestos mineral: amosite ('brown'), chrysotile ('white') and crocidolite ('blue');
- Valid identification requires that the sample present contains a sufficient quantity of the unknown fibre in excess of the practical detection limit used (in this case, PLM and Dispersion Staining, which has a theoretical practical detection limit of 0.01-0.1% equivalent to 0.1-1µg) (AS404-2004app.A4).

Results relate only to the sample(s) submitted by testing.  
 Test report must not be reproduced except in full.  
 Accredited for compliance with ISO/IEC 17025

Sample No.	Client Ref.	Location	Physical Structure	Sample Description	Analysis of Fibrous Content
001		Garage floor backing	Insulating board	3g	Chrysotile Asbestos Detected
002		Gym wall	Cement sheet	<1g	No Asbestos Detected
003		Infill window right hand side exterior	Cement sheet	1g	No Asbestos Detected

Category B - Contrary to Public Interest (47(3)(b) RTI Act)

Category B - Contrary to Public Interest (47(3)(b) RTI Act)

Robson Approved Identifier  
Morgan Leach

Accredited for compliance with ISO/IEC 17025

Robson Approved Signatory  
Morgan Leach

The results of the tests, calibrations and/or measurements included in this document are traceable to Australian national standards.

Robson Environmental Pty Ltd • ABN: 62 605 830 604 • www.robsonenviro.com.au  
 p: 02 6239 5666 • f: 02 6239 5667 • admin@robsonenviro.com.au  
 PO Box 112 Fyshwick ACT 2608 • 140 Gladstone Street Fyshwick ACT 2608

Client QIA      T-00058\_2 Maryborough Street Bendaberg QLD • 106701-Fibre Identification Certificate of Analysis\_20160229



## APPENDIX 2 – EXAMPLES OF SAFE WORKING PRACTICES

### SAFE WORK PRACTICE 1 – DRILLING OF ACM

The drilling of asbestos cement sheeting can release asbestos fibres into the atmosphere, so precautions must be taken to protect the drill operator and other persons from exposure to these fibres. A hand drill is preferred to a battery-powered drill, because the quantity of fibres is drastically reduced if a hand drill is used.

Equipment that may be required prior to starting work (in addition to what is needed for the task)

PPE

- A non-powered hand drill or a low-speed battery-powered drill or drilling equipment. Battery-powered drills should be fitted with a local exhaust ventilation (LEV) dust control hood wherever possible. If an LEV dust control hood cannot be attached and other dust control methods such as pastes and gels are unsuitable then shadow vacuuming techniques should be used
  - Disposable cleaning rags
  - A bucket of water, or more as appropriate, and/or a misting spray bottle
  - Duct tape
  - Sealant
  - Spare PPE
  - A thickened substance such as wallpaper paste, shaving cream or hair gel
  - 200 µm plastic sheeting
  - A suitable asbestos waste container (e.g. 200 µm plastic bags or a drum, bin or skip lined with 200 µm plastic sheeting)
  - Warning signs and/or barrier tape
  - An asbestos vacuum cleaner
  - A sturdy paper, foam or thin metal cup, or similar (for work on overhead surfaces only).
- Protective clothing and RPE (see AS1715, AS1716). It is likely that a class P1 or P2 half face respirator will be adequate for this task, provided the recommended safe work procedure is followed.



<p>Preparing the asbestos work area</p>	<ul style="list-style-type: none"> <li>◦ If the work is to be carried out at a height, appropriate precautions must be taken to prevent falls.</li> <li>◦ Ensure appropriately marked asbestos waste disposal bags are available.</li> <li>◦ Carry out the work with as few people present as possible.</li> <li>◦ Segregate the asbestos work area to ensure unauthorised personnel are restricted from entry (e.g. close door and/ or use warning signs and/or barrier tape at all entry points). The distance for segregation should be determined by a risk assessment.</li> <li>◦ If drilling a roof from outside, segregate the area below.</li> <li>◦ If access is available to the rear of the asbestos cement, segregate this area as well as above. „</li> <li>◦ If possible, use plastic sheeting, secured with duct tape, to cover any surface within the asbestos work area that could become contaminated.</li> <li>◦ Ensure there is adequate lighting.</li> <li>◦ Avoid working in windy environments where asbestos fibres can be redistributed.</li> <li>◦ If using a bucket of water, do not resoak used rags in the bucket, as this will contaminate the water. Instead, either fold the rag so a clean surface is exposed or uses another rag.</li> </ul>
<p>Drilling vertical surfaces</p>	<ul style="list-style-type: none"> <li>◦ Tape both the point to be drilled and the exit point, if accessible, with a strong adhesive tape such as duct tape to prevent the edges crumbling.</li> <li>◦ Cover the drill entry and exit points (if accessible) on the asbestos with a generous amount of thickened substance. Drill through the paste.</li> <li>◦ Use damp rags to clean off the paste and debris from the wall and drill bit.</li> <li>◦ Dispose of the rags as asbestos waste as they will contain asbestos dust and fibres.</li> <li>◦ Seal the cut edges with sealant.</li> <li>◦ If a cable is to be passed through, insert a sleeve to protect the inner edge of the hole.</li> </ul>

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<p>Drilling overhead horizontal surfaces</p>	<ul style="list-style-type: none"> <li>◦ Mark the point to be drilled.</li> <li>◦ Drill a hole through the bottom of the cup.</li> <li>◦ Fill or line the inside of the cup with shaving cream, gel or a similar thickened substance.</li> <li>◦ Put the drill bit through the hole in the cup so that the cup encloses the drill bit, and make sure the drill bit extends beyond the lip of the cup.</li> <li>◦ Align the drill bit with the marked point.</li> <li>◦ Ensure the cup is firmly held against the surface to be drilled.</li> <li>◦ Drill through the surface.</li> <li>◦ Remove the drill bit from the cup, ensuring that the cup remains firmly against the surface.</li> <li>◦ Remove the cup from the surface.</li> <li>◦ Use damp rags to clean off the paste and debris from the drill bit.</li> <li>◦ Dispose of the rags as asbestos waste, as they will contain asbestos dust and fibres.</li> <li>◦ Seal the cut edges with sealant.</li> <li>◦ If a cable is to be passed through, insert a sleeve to protect the inner edge of the hole.</li> </ul>
<p>Decontaminating the asbestos work area and equipment</p>	<ul style="list-style-type: none"> <li>◦ Use damp rags to clean the equipment.</li> <li>◦ Carefully roll or fold any plastic sheeting used to cover any surface within the asbestos work area, so as not to spill any dust or debris that has been collected.</li> <li>◦ If necessary, use damp rags and/or an asbestos vacuum cleaner to clean any remaining visibly contaminated sections of the asbestos work area.</li> <li>◦ Place debris, used rags, plastic sheeting and other waste in the asbestos waste bags/container.</li> <li>◦ Wet wipe the external surfaces of the asbestos waste bags/ container to remove any adhering dust before they are removed from the asbestos work area.</li> </ul>
<p>Personal decontamination should be carried out in a designated area</p>	<ul style="list-style-type: none"> <li>◦ If disposable coveralls are worn, clean the coveralls while still wearing RPE using a HEPA vacuum, damp rag or fine-water spray. RPE can be cleaned with a wet rag or cloth.</li> <li>◦ While still wearing RPE, remove coveralls, turning them inside- out to entrap any remaining contamination and then place them into a labelled asbestos waste bag.</li> <li>◦ Remove RPE. If non-disposable, inspect it to ensure it is free from contamination, clean it with a wet rag and store in a clean container. If disposable, cleaning is not required but RPE should be placed in a labelled asbestos waste bag or waste container.</li> </ul> <p>Refer to the Code of Practice: How to Safely Remove Asbestos for more information.</p>
<p>Clearance procedure</p>	<ul style="list-style-type: none"> <li>◦ Visually inspect the asbestos work area to make sure it has been properly cleaned.</li> <li>◦ Clearance air monitoring is not normally required for this task.</li> <li>◦ Dispose of all waste as asbestos waste.</li> </ul> <p>Refer to the Code of Practice: How to Safely Remove Asbestos for more information.</p>



**SAFE WORK PRACTICE 2 – SEALING, PAINTING, COATING AND CLEANING OF ASBESTOS-CEMENT PRODUCTS**

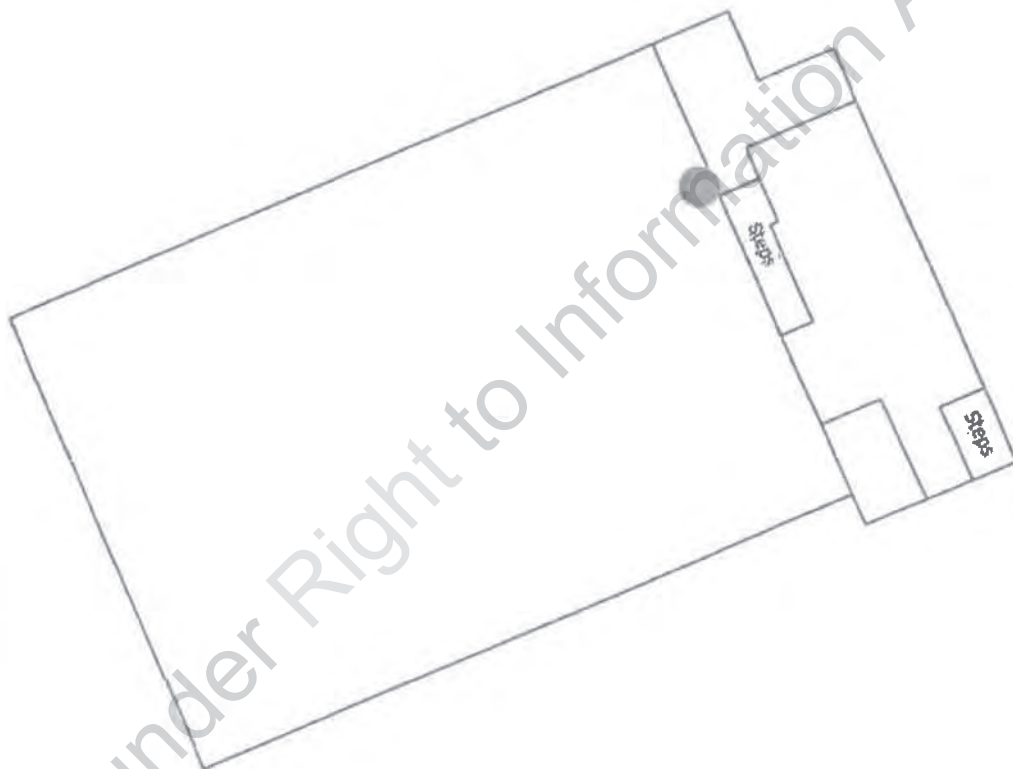
<p>These tasks should only to be carried out on asbestos that are in good condition. For this reason, the ACM should be thoroughly inspected before starting the work. There is a risk to health if the surface of asbestos cement sheeting is disturbed (e.g. from hail storms and cyclones) or if it has deteriorated as a result of aggressive environmental factors such as pollution. If it is so weathered that its surface is cracked or broken, the asbestos cement matrix may be eroded, increasing the likelihood that asbestos fibres will be released. If treatment is considered essential, a method that does not disturb the matrix should be used. Under no circumstances should asbestos cement products be water blasted or dry sanded in preparation for painting, coating or sealing.</p>	
<p>Equipment that may be required prior to starting work (in addition to what is needed for the task)</p>	<ul style="list-style-type: none"> <li>◦ Disposable cleaning rags</li> <li>◦ A bucket of water, or more as appropriate, and/or a misting spray bottle</li> <li>◦ Sealant</li> <li>◦ Spare PPE</li> <li>◦ A suitable asbestos waste container</li> <li>◦ Warning signs and/or barrier tape.</li> </ul>
<p>PPE</p>	<ul style="list-style-type: none"> <li>◦ Protective clothing and RPE (see AS1715, AS 1716). It is likely that a class P1 or P2 half face respirator will be adequate for this task, provided the recommended safe work procedure is followed. Where paint is to be applied, appropriate respiratory protection to control the paint vapours/mist must also be considered.</li> </ul>
<p>Preparing the asbestos work area</p>	<ul style="list-style-type: none"> <li>◦ If work is being carried out at heights, precautions must be taken to prevent falls.</li> <li>◦ Before starting, assess the asbestos cement for damage.</li> <li>◦ Ensure appropriately marked asbestos waste disposal bags are available.</li> <li>◦ Carry out the work with as few people present as possible.</li> <li>◦ Segregate the asbestos work area to ensure unauthorised personnel are restricted from entry (e.g. close door and/or use warning signs and/or barrier tape at all entry points). The distance for segregation should be determined by a risk assessment.</li> <li>◦ If working at a height, segregate the area below.</li> <li>◦ If possible, use plastic sheeting secured with duct tape to cover any floor surface within the asbestos work area which could become contaminated. This will help to contain any runoff from wet sanding methods.</li> <li>◦ Ensure there is adequate lighting.</li> <li>◦ If using a bucket of water, do not resoak used rags in the bucket, as this will contaminate the water. Instead, either fold the rag so a clean surface is exposed or uses another rag.</li> <li>◦ Never use high-pressure water cleaning methods. „</li> <li>◦ Never prepare surfaces using dry sanding methods. Where sanding is required, you should consider removing the asbestos and replacing it with a non-asbestos product.</li> <li>◦ Wet sanding methods may be used to prepare the asbestos, provided precautions are taken to ensure all the runoff is captured and filtered, where possible.</li> <li>◦ Wipe dusty surfaces with a damp cloth.</li> </ul>
<p>Painting and sealing</p>	<ul style="list-style-type: none"> <li>◦ When using a spray brush, never use a high-pressure spray to apply the paint.</li> <li>◦ When using a roller, use it lightly to avoid abrasion or other damage.</li> </ul>

<p>Decontaminating the asbestos work area and equipment</p>	<ul style="list-style-type: none"> <li>◦ Use damp rags to clean the equipment.</li> <li>◦ If required, use damp rags and/or an asbestos vacuum cleaner to clean the asbestos work area.</li> <li>◦ Place debris, used rags, plastic sheeting and other waste in the asbestos waste bags/container.</li> <li>◦ Wet wipe the external surfaces of the asbestos waste bags/ container to remove any adhering dust before they are removed from the asbestos work area.</li> </ul>
<p>Personal decontamination should be carried out in a designated area</p>	<ul style="list-style-type: none"> <li>◦ If disposable coveralls are worn, clean the coveralls while still wearing RPE using a HEPA vacuum, damp rag or fine-water spray. RPE can be cleaned with a wet rag or cloth.</li> <li>◦ While still wearing RPE, remove coveralls, turning them inside- out to entrap any remaining contamination and then place them into a labelled asbestos waste bag.</li> <li>◦ Remove RPE. If non-disposable, inspect it to ensure it is free from contamination, clean it with a wet rag and store in a clean container. If disposable, cleaning is not required but RPE should be placed in a labelled asbestos waste bag or waste container.</li> </ul> <p>Refer to the Code of Practice: How to Safely Remove Asbestos for more information.</p>
<p>Clearance procedure</p>	<ul style="list-style-type: none"> <li>◦ Visually inspect the asbestos work area to make sure it has been properly cleaned.</li> <li>◦ Clearance air monitoring is not normally required for this task.</li> <li>◦ Dispose of all waste as asbestos waste.</li> </ul> <p>Refer to the Code of Practice: How to Safely Remove Asbestos for more information.</p>

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# INDICATIVE ASBESTOS CONTAINING MATERIAL LOCATIONS - SUSPECTED AND IDENTIFIED\*



## LEGEND

● Switchboard Backing

See Section 2 of this Report

## OLD WINTERGARDEN BUILDING

2 Maryborough Street,  
Bundaberg, QLD. 4670

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## ANNEXURE "B" SPECIAL CONDITIONS

### 1. Due Diligence

- 1.1. This Contract is conditional upon the Buyer being satisfied in all respects with its due diligence enquiries within forty-five (45) days of the date of Contract. The Seller will provide the Buyer with all reasonable assistance necessary to allow the Buyer to carry out its investigations and enquiries.
- 1.2. Should the Buyer not be satisfied with its due diligence enquiries then the Buyer may terminate this Contract by giving the Seller notice in writing in which event all deposit and other monies received by the Seller on account of the purchase price shall be refunded to the Buyer.
- 1.3. The Seller licenses the Buyer and the Buyer's agents and servants, at the Buyer's sole risk and expense:-
  - (a) to enter upon the land at all reasonable times, together with its engineers, surveyors, architects, builders or other persons authorised by it and all other necessary equipment for the purposes of making such investigations necessary to satisfy itself in respect of the matters referred to in this clause; and
  - (b) to conduct any search of any Government or Semi-Government institution or authority in respect of the land that they may desire to make.

### 2. Contemporaneous Settlement

- 2.1. This Contract is subject to and conditional upon:
  - (a) Collbury Pty Ltd as trustee under instrument 710452396 as Seller, and the Buyer as buyer entering into a Contract for the sale of property situated at 2 Maryborough Street - Lot 2 on SP 130704 in the State Queensland ("the Second Contract") contemporaneously with the execution of this Contract; and
  - (b) the contemporaneous settlement of the Second Contract with the settlement of this Contract.
- 2.2. If Special Condition 2.1 is not satisfied the <sup>Buyer</sup> Seller may terminate this Contract notice in writing to the <sup>Seller</sup> Buyer. This Contract will then be at an end and the Deposit refunded to the Buyer.

Category B -  
Contrary to Public  
Interest (47(3)(b) RTI  
Act)

### 3. Variations to Terms of Contract – for Commercial Lots in a Community Titles Scheme

- 3.1. Terms of Contract Condition 2.5 (4) shall be varied by the deletion of the words...."if the Seller was one natural person resident in Queensland"; and
- 3.2. Terms of Contract Conditions 8.1 is varied so that the Property remains at the Seller's risk from the date of Contract until the Date of Completion.

Category B - Contrary to Public  
Interest (47(3)(b) RTI Act)

**4. Section 117 of the Trusts Act 1973 (Qld)**

This Contract is subject to and conditional upon the Seller providing to the Buyer on or before the Settlement Date, a signed Form 20 Statutory Declaration providing that the Property is not being transferred to the Buyer as sole trustee, in accordance with section 117 of the *Trusts Act 1973* (Qld).

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**Annexure C**  
CONTRACT FOR COMMERCIAL LOTS IN A COMMUNITY TITLES SCHEME

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TITLE SEARCH - See Attached

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**INITIALS**

00001087151

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# CURRENT TITLE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 31678377  
Search Date: 16/07/2019 19:59

Title Reference: 50322904  
Date Created: 27/07/2000

Previous Title: 50031163

## REGISTERED OWNER

Dealing No: 704215471 26/07/2000

ARAPOWER PTY LTD

## ESTATE AND LAND

Estate in Fee Simple

LOT 1 SURVEY PLAN 130704  
Local Government: BUNDABERG  
COMMUNITY MANAGEMENT STATEMENT 28385

## EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by Deed of Grant No. 10228180 (ALLOT 1)
2. MORTGAGE No 718882836 20/07/2018 at 14:06 WESTPAC BANKING CORPORATION A.C.N. 007 457 141

ADMINISTRATIVE ADVICES - NIL  
UNREGISTERED DEALINGS - NIL

CERTIFICATE OF TITLE ISSUED - No

Caution - Charges do not necessarily appear in order of priority

\*\* End of Current Title Search \*\*

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Requested By: D-ENQ PROPERTY & TITLE SEARCH

**TERMS OF CONTRACT**  
For Commercial Lots in a Community Titles Scheme

**1. DEFINITIONS**

**1.1 In this Contract:**

- (1) terms in bold in the Reference Schedule and the Disclosure Statement have the meanings shown opposite them unless the context requires otherwise; and
- (a) "ATO" means the Australian Taxation Office;
- (b) "ATO Clearance Certificate" means a certificate issued under section 14-220(1) of the Withholding Law which is current on the date it is given to the Buyer;
- (c) "Balance Purchase Price" means the Purchase Price, less the Deposit, adjusted under clause 2.5;
- (d) "Bank" means an authorised deposit-taking institution within the meaning of the *Banking Act 1959 (Cth)*;
- (e) "Body Corporate" means the body corporate of the Scheme;
- (f) "Body Corporate Debt" has the meaning in the Regulation Module but excludes the Body Corporate Levies for the period which includes the Settlement Date;
- (g) "Body Corporate Levies" means regular periodic contributions levied on the owner of the Lot (including, if applicable, levied under an exclusive use by-law) excluding any Special Contribution;
- (h) "Bond" includes any security for payment of Rent or other monies or performance of any obligation pursuant to any Lease;
- (i) "Building" means any building that forms part of the Lot or in which the Lot is situated;
- (j) "Business Day" means a day other than:
- (i) a Saturday or Sunday;
- (ii) a public holiday in the Place for Settlement; and
- (iii) a day in the period 27 to 31 December (inclusive);
- (k) "CGT Withholding Amount" means the amount determined under section 14-200(3)(a) of the Withholding Law or, if a copy is provided to the Buyer prior to settlement, a lesser amount specified in a variation notice under section 14-235.
- (l) "Commercial Tenancies" means the tenancies referred to in the Commercial Tenancies Schedule and any additional tenancies granted by the Seller with the Buyer's consent under clause 10.6(1)(a);
- (m) "Commercial Tenancy Documents" means all agreements, deeds of covenant and other documents relating to the Commercial Tenancies;
- (n) "Contractor Date" or "Date of Contract" means the date inserted in the Reference Schedule.
- (o) "Contractor" means any party performing services under a Service Agreement;
- (p) "Court" includes any tribunal established under statute;
- (q) "Disclosure Statement" means the statement under section 206 (existing lot) or section 213 (proposed lot) of the *Body Corporate and Community Management Act 1997*;
- (r) "Electronic Signature" means an electronic method of signing that identifies the person and indicates their intention to sign the contract;
- (s) "Encumbrances" includes:
- (i) unregistered encumbrances
- (ii) statutory encumbrances; and
- (iii) Security Interests.
- (t) "Essential Term" includes, in the case of breach by:
- (i) the Buyer: clauses 2.1, 2.4(1), 2.4(5), 5.1 and 6.1; and
- (ii) the Seller: clauses 2.4(5), 5.1, 5.3(1)(a) - (d), 5.3(1)(e)(ii) & (iii), 5.7 and 6.1;
- but nothing in this definition precludes a Court from finding other terms to be essential;
- (u) "Exclusive Use Areas" means parts of the common property for the Scheme allocated to the Lot under an exclusive use by-law;
- (v) "Financial Institution" means a Bank, building society or credit union;
- (w) "GST" means the goods and services tax under the *GST Act*;
- (x) "GST Act" means *A New Tax System (Goods and Services Tax) Act* and includes other GST related legislation;
- (y) "GST Withholding Amount" means the amount (if any) determined under section 14-250 of the Withholding Law required to be paid to the Commissioner of Taxation;
- (z) "Improvements" means fixed structures in the Lot (such as stoves, hot water systems, fixed carpets, curtains, blinds and their fittings, clothes lines, fixed satellite dishes and television antennae, in-ground plants) but does not include the Reserved Items;
- (aa) "ITAA" means the *Income Tax Assessment Act 1936* ("1936 Act") and the *Income Tax Assessment Act 1997* ("1997 Act"), or if a specific provision is referred to, the Act which contains the provision; however if a specific provision of the 1936 Act is referred to which has been replaced by a provision of the 1997 Act, the reference must be taken to be to the replacement provision;
- (bb) "Keys" means keys, codes or devices in the Seller's possession or control for all locks or security systems on the Property or necessary to access the Property;
- (cc) "Land" means the scheme land for the Scheme;
- (dd) "Outgoings" means:
- (i) rates or charges on the Lot by any competent authority (for example, council rates, water rates, fire service levies);
- (ii) land tax; and
- (iii) Body Corporate Levies;
- (ee) "PPSR" means the Personal Property Securities Register established under the *Personal Property Securities Act 2009 (Cth)*;
- (ff) "Property" means:
- (i) the Lot;
- (ii) the right to any Exclusive Use Areas;
- (iii) the Improvements;
- (iv) the Included Chattels;

**INITIALS**

- (gg) "Regulation Module" means the regulation module for the Scheme;
- (hh) "Rent" means any periodic amount, including outgoings, payable under the Tenancies;
- (ii) "Reserved Items" means the Excluded Fixtures and all chattels in the Lot and Exclusive Use Areas other than the Included Chattels;
- (jj) "Scheme" means the community titles scheme containing the Lot;
- (kk) "Security Interests" means all security interests registered on the PPSR over Included Chattels and Improvements;
- (ll) "Service Agreement" means any agreement between the Seller and another party in connection with services performed for the benefit of the Property and set out in the Service Agreement Schedule;
- (mm) "Service Agreement Documents" means the Service Agreements and all other documents relating to the Service Agreements;
- (nn) "Site Value" means:
  - (i) in the case of non-rural land, site value under the *Land Valuation Act 2010*; or
  - (ii) in the case of rural land, the unimproved value of the land under the *Land Valuation Act 2010*;
- (oo) "Special Contribution" means an amount: levied by the Body Corporate under the Regulation Module for a liability for which no provision or inadequate provision has been made in the budget of the Body Corporate;
- (pp) "Tenant" means a Tenant under the Commercial Tenancies;
- (qq) "Transfer Documents" means:
  - (i) the form of transfer under the *Land Title Act 1994* required to transfer title in the Lot to the Buyer; and
  - (ii) any other document to be signed by the Seller necessary for stamping or registering the transfer;
- (rr) "Transport Infrastructure" has the meaning defined in the *Transport Infrastructure Act 1994*; and
- (ss) "Withholding Law" means Schedule 1 to the *Taxation Administration Act 1953* (Cth).

**1.2** Words and phrases defined in the *Body Corporate and Community Management Act 1997* have the same meaning in this contract unless the context indicates otherwise.

## **2- PURCHASE PRICE**

### **2.1 Deposit**

- (1) The Buyer must pay the Deposit to the Deposit Holder at the times shown in the Reference Schedule. The Deposit Holder will hold the Deposit until a party becomes entitled to it.
- (2) The Buyer will be in default if it:
  - (a) does not pay the Deposit when required;
  - (b) pays the Deposit by post-dated cheque; or
  - (c) pays the Deposit by cheque which is dishonored on presentation.
- (3) The Seller may recover from the Buyer as a liquidated debt any part of the Deposit which is not paid when required.

### **2.2 Investment of Deposit**

- (1) If:
  - (a) the Deposit Holder is instructed by either the Seller or the Buyer; and
  - (b) it is lawful to do so;
 the Deposit Holder must:
  - (c) invest as much of the Deposit as has been paid with any Financial Institution in an interest-bearing account in the names of the parties; and
  - (d) provide the parties' tax file numbers to the Financial Institution (if they have been supplied).
- (2) If there is income from the investment of the Deposit in respect of any financial year to which no beneficiary is presently entitled for the purpose of Division 6 of Part III of ITAA as at 30 June of that financial year:
  - (a) the parties must pay to the Deposit Holder the tax assessed to it in respect of that income (other than tax in the nature of a penalty for late lodgement ("Penalty") which the Deposit Holder must bear itself) and all expenses of the Deposit Holder in connection with the preparation and lodgement of the tax return, payment of the tax, and furnishing to the parties the information and copy documents they reasonably require;
  - (b) if the tax (other than Penalty) and the Deposit Holder's expenses are not paid to the Deposit Holder on demand, it may deduct them from the Deposit and income;
  - (c) if tax is not assessed on the income when the Deposit and income are due to be paid to the party entitled, the Deposit Holder may deduct and retain its estimate of the assessment; and
  - (d) as between the parties, the tax must be paid by the party receiving the income on which the tax is assessed, and the Deposit Holder's expenses.

### **2.3 Entitlement to Deposit and Interest**

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

### **2.4 Payment of Balance Purchase Price**

- (1) On the Settlement Date, the Buyer must pay the Balance Purchase Price by Bank cheque as the Seller or the Seller's Solicitor directs.
- (2) Despite any other provision of this contract, reference to a "Bank cheque" in clause 2.4:
  - (a) includes a cheque drawn by a building society or credit union on itself;
  - (b) does not include a cheque drawn by a building society or credit union on a Bank;
 and the Seller is not obliged to accept a cheque referred to in clause 2.4(2)(b) on the Settlement Date.

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

- (3) If both of the following apply:
- (a) the sale is not an excluded transaction under section 14-215 of the Withholding Law; and
  - (b) the Seller has not given the Buyer on or before settlement for each person comprising the Seller either:
    - (i) an ATO Clearance Certificate; or
    - (ii) a variation notice under section 14-235 of the Withholding Law which remains current at the Settlement Date varying the CGT Withholding Amount to nil,

then:

- (c) for clause 2.4(1), the Seller irrevocably directs the Buyer to draw a bank cheque for the CGT Withholding Amount in favour of the Commissioner of Taxation or, if the Buyer's Solicitor requests, the Buyer's Solicitor's Trust Account;
  - (d) the Buyer must lodge a *Foreign Resident Capital Gains Withholding Purchaser Notification Form* with the ATO for each person comprising the Buyer and give copies to the Seller with the payment reference numbers (PRN) on or before settlement;
  - (e) the Seller must return the bank cheque in paragraph (c) to the Buyer's Solicitor (or if there is no Buyer's Solicitor, the Buyer) at settlement; and
  - (f) the Buyer must pay the CGT Withholding Amount to the ATO in accordance with section 14-200 of the Withholding Law and give the Seller evidence that it has done so within 2 Business Days of settlement occurring.
- (4) For clause 2.4(3) and section 14-215 of the Withholding Law, the market value of the CGT asset is taken to be the Purchase Price less any GST included in the Purchase Price for which the Buyer is entitled to an input tax credit unless:
- (a) the Property includes items in addition to the Lot and Improvements; and
  - (b) no later than 2 Business Days prior to the Settlement Date, the Seller gives the Buyer a valuation of the Lot and Improvements prepared by a registered valuer,

in which case the market value of the Lot and Improvements will be as stated in the valuation.

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

- (d) the Seller irrevocably directs the Buyer to draw a bank cheque for the GST Withholding Amount in favour of the Commissioner of Taxation and deliver it to the Seller at settlement; and
  - (e) the Seller must pay the GST Withholding Amount to the ATO in compliance with section 14-250 of the Withholding Law promptly after settlement.
- (6) The Buyer warrants that the statements made by the Buyer in the Reference Schedule under GST Withholding Obligations are true and correct.

## 2.5 Adjustments to Balance Purchase Price

- (1) The Seller is liable for Outgoings and is entitled to Rent up to and including the Settlement Date. The Buyer is liable for Outgoings and is entitled to Rent after the Settlement Date.
- (2) Subject to clauses 2.5(3), 2.5(4), 2.5(5), 2.5(6), 2.5(7), 2.5(15) and 2.5(18), Outgoings for periods including the Settlement Date must be adjusted:
- (a) for those paid, on the amount paid;
  - (b) for those assessed but unpaid, on the amount payable (excluding any discount); and
  - (c) for those not assessed:
    - (i) on the amount the relevant authority or the Body Corporate advises will be assessed (excluding any discount); or
    - (ii) if no advice on the assessment to be made is available, on the amount of the latest assessment (excluding any discount).
- (3) If there is no separate assessment of rates for the Lot at the Settlement Date and the Local Government informs the Buyer that it will not apportion rates between the Buyer and the Seller, then:
- (a) the amount of rates to be adjusted is that proportion of the assessment equal to the ratio of the interest schedule lot entitlement of the Lot to the aggregate interest schedule lot entitlement of the Scheme; and
  - (b) if an assessment of rates includes charges imposed on a "per lot" basis, then the portion of those charges to be adjusted is the amount assessed divided by the number of lots in that assessment.
- (4) Land tax must be adjusted:
- (a) on the assessment that the Office of State Revenue would issue for the land tax year current at the Settlement Date if the Seller was one natural person resident in Queensland and the Lot was the Seller's only land; or
  - (b) based on the assumptions in clause 2.5(4)(a), if there is no separate Site Value for the Lot, on a notional Site Value equal to:
- |                           |   |  |
|---------------------------|---|--|
| Site Value of<br>the Land | x | Interest schedule lot<br>entitlement of Lot    |
|                           |   | Aggregate interest<br>schedule lot entitlement |
- (5) If land tax is unpaid at the Settlement Date and the Office of State Revenue advises that it will issue a final clearance for the Lot on payment of a specified amount, then the Buyer may deduct the specified amount from the Balance Purchase Price at settlement and must pay it promptly to the Office of State Revenue. If an amount is deducted under this clause, then land tax will be treated as paid at the Settlement Date for the purposes of clause 2.5(2).

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- (6) Any Outgoings assessable on the amount of water used must be adjusted on the charges that would be assessed on the total water usage for the assessment period, determined by assuming that the actual rate of usage shown by the meter reading made before settlement continues throughout the assessment period. The Buyer must obtain and pay for the meter reading.
- (7) If any Outgoings are assessed but unpaid at the Settlement Date, then the Buyer may deduct the amount payable from the Balance Purchase Price at settlement and pay it promptly to the relevant authority or the Body Corporate, as appropriate. If an amount is deducted under this clause, the relevant Outgoing will be treated as paid at the Settlement Date for the purpose of clause 2.5(2).
- (8) Arrears of Rent for any rental period ending on or before the Settlement Date belong to the Seller and are not adjusted at settlement.
- (9) Unpaid Rent for the rental period including both the Settlement Date and the following day ("Current Period") is not adjusted until it is paid.
- (10) Rent already paid for the Current Period or beyond must be adjusted at settlement.
- (11) If Rent payments are reassessed after the Settlement Date for periods including the Settlement Date, any additional Rent payment from a Tenant or refund due to a Tenant must be apportioned under clauses 2.5(8), 2.5(9), 2.5(10) and 2.5(11).
- (12) Payments under clause 2.5(11) must be made within 14 days after notification by one party to the other but only after any additional payment from a Tenant has been received.
- (13) The Seller is liable for:
- any Special Contribution for which a levy notice has been issued on or before the Contract Date; and
  - any other Body Corporate Debt (including any penalty or recovery cost resulting from non-payment of a Body Corporate Debt) owing in respect of the Lot at settlement.
- The Buyer is liable for any Special Contribution levied after the Contract Date.
- (14) If an amount payable by the Seller under clause 2.5(13) is unpaid at the Settlement Date, the Buyer may deduct the specified amount from the Balance Purchase Price at settlement and must pay it promptly to the Body Corporate.
- (15) For the purposes of clause 2.5(13), an amount payable under an exclusive use by-law will be treated as levied on the date it is due.
- (16) The cost of Bank cheques payable at Settlement:
- to the Seller or its mortgagee are the responsibility of the Buyer; and
  - to parties other than the Seller or its mortgagee are the responsibility of the Seller.
- (17) The Seller is not entitled to require payment of the Balance Purchase Price by means other than Bank cheque without the consent of the Buyer.
- (18) Upon written request by the Buyer, the Seller will, prior to Settlement, give the Buyer a written statement, supported by reasonable evidence, of:
- all Outgoings and all Rent for the Property to the extent they are not capable of discovery by search or enquiry at any office of public record or pursuant to the provisions of any statute; and

- any other information which the Buyer may reasonably require for the purpose of calculating or apportioning any Outgoings or Rent under this clause 2.5.

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

### 3. FINANCE

- 3.1 This contract is conditional on the Buyer obtaining approval of a loan for the Finance Amount from the Financier by the Finance Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain approval.
- 3.2 The Buyer must give notice to the Seller that:
- approval has not been obtained by the Finance Date and the Buyer terminates this contract; or
  - the finance condition has been either satisfied or waived by the Buyer.
- 3.3 The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 3.2 by 5pm on the Finance Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- 3.4 The Seller's right under clause 3.3 is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 3.2.

### 4. BUILDING AND PEST INSPECTION REPORTS

- 4.1 This contract is conditional on the Buyer obtaining a written building report and a written pest report (which may be a single report) on the Property by the Inspection Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain the reports (subject to the right of the Buyer to elect to obtain only one of the reports).
- 4.2 The Buyer must give notice to the Seller that:
- a satisfactory report under clause 4.1 has not been obtained by the Inspection Date and the Buyer terminates this contract. The Buyer must act reasonably; or
  - clause 4.1 has been either satisfied or waived by the Buyer.
- 4.3 If the Buyer terminates this contract and the Seller asks the Buyer for a copy of the building and pest reports, the Buyer must give a copy of each report to the Seller without delay.
- 4.4 The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.2 by 5pm on the Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- 4.5 The Seller's right under clause 4.4 is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 4.2.

### 5. SETTLEMENT

#### 5.1 Time and Date

- Settlement must occur between 9am and 4pm AEST on the Settlement Date.
- If the parties do not agree on where settlement is to occur, it must take place in the Place for Settlement at the office of a solicitor or Financial Institution nominated by the Seller, or, if the Seller does not make a nomination, at the land registry office in or nearest to the Place for Settlement.

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## 5.2 Transfer Documents

- (1) The Transfer Documents must be prepared by the Buyer's Solicitor and delivered to the Seller a reasonable time before the Settlement Date.
- (2) If the Buyer pays the Seller's reasonable expenses, it may require the Seller to produce the Transfer Documents at the Office of State Revenue nearest the Place for Settlement for stamping before settlement.

## 5.3 Documents and Keys at Settlement

- (1) In exchange for payment of the Balance Purchase Price, the Seller must deliver to the Buyer at settlement:
  - (a) any instrument of title for the Lot required to register the transfer to the Buyer; and
  - (b) unstamped Transfer Documents capable of immediate registration after stamping; and
  - (c) any instrument necessary to release any Encumbrance over the Property in compliance with the Seller's obligation in clause 7.2; and
  - (d) if requested by the Buyer not less than 2 clear Business Days before the Settlement Date, the Keys; and
  - (e) if there are Commercial Tenancies or Service Agreements:
    - (i) the Seller's copy of any Commercial Tenancy Documents or Service Agreement Documents;
    - (ii) a notice to each Tenant and Contractor advising of the sale and assignment of rights under this contract in the form required by law (if applicable); and
    - (iii) any notice required by law to transfer to the Buyer the Seller's Interest in any Bond.
- (2) If the Keys are not delivered at Settlement under clause 5.3 (1)(d), the Seller must deliver the Keys to the Buyer. The Seller may discharge its obligation under this provision by authorising the Seller's Agent to release the Keys to the Buyer.

## 5.4 Assignment of Covenants and Warranties

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

- (1) covenants by the Tenant under the Commercial Tenancies;
- (2) guarantees and Bonds supporting the Commercial Tenancies;
- (3) the Seller's rights under the Service Agreements;
- (4) manufacturers' warranties for the Included Chattels; and
- (5) builders' warranties on the improvements, to the extent that they are assignable and the Buyer accepts the assignment. However, the right to recover arrears of Rent is not assigned to the Buyer and section 117 of the Property Law Act 1974 does not apply.

## 5.5 Bonds

On settlement, the Seller will:

- (1) allow as a deduction from the Balance Purchase Price any Bond received by the Seller from any Tenant and held by the Seller;
- (2) transfer control to the Buyer over any trust account or fund held on trust for Tenants as Bond; and
- (3) assign to the Buyer, Bank guarantees held in respect of any Tenant as a Bond. If any Bank guarantee is not assignable, the Seller will enforce the guarantee at the written direction and expense of the Buyer for the Buyer's benefit.

## 5.6 Indemnity

The Buyer indemnifies the Seller in respect of claims by Tenants for the return of Bonds held or controlled by the Seller before settlement which are dealt with under clause 5.5 of this contract.

## 5.7 Possession of Property and Title to Included Chattels

On the Settlement Date, in exchange for the Balance Purchase Price, the Seller must give the Buyer vacant possession of the Lot and Exclusive Use Areas except for the Tenancies. Title to the Included Chattels passes at settlement.

## 5.8 Reservations

- (1) The Seller must remove the Reserved Items from the Property before settlement.
- (2) The Seller must repair at its expense any damage done to the Property in removing the Reserved Items. If the Seller fails to do so, the Buyer may repair that damage.
- (3) Any Reserved Items not removed before settlement will be considered abandoned and the Buyer may, without limiting its other rights, complete this contract and appropriate those Reserved Items or dispose of them in any way.
- (4) The Seller indemnifies the Buyer against any damages and expenses resulting from the Buyer's actions under clauses 5.8(2) or 5.8(3).

## 6. TIME

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

## 6.2 Suspension of Time

- (1) This clause 6.2 applies if a party is unable to perform a Settlement Obligation solely as a consequence of a Natural Disaster but does not apply where the inability is attributable to:
  - (a) damage to, destruction of or diminution in value of the Property or other property of the Seller or Buyer; or
  - (b) termination or variation of any agreement between a party and another person whether relating to the provision of finance, the release of an Encumbrance, the sale or purchase of another property or otherwise.
- (2) Time for the performance of the parties' Settlement Obligations is suspended and ceases to be of the essence of the contract and the parties are deemed not to be in breach of their Settlement Obligations.
- (3) An Affected Party must take reasonable steps to minimise the effect of the Natural Disaster on its ability to perform its Settlement Obligations.
- (4) When an Affected Party is no longer prevented from performing its Settlement Obligations due to the Natural Disaster, the Affected Party must give the other party a notice of that fact, promptly.
- (5) When the Suspension Period ends, whether notice under clause 6.2(4) has been given or not, either party may give the other party a Notice to Settle.
- (6) A Notice to Settle must be in writing and state:
  - (a) that the Suspension Period has ended;
  - (b) a date, being not less than 5 nor more than 10 Business Days after the date the Notice to Settle is given, which shall become the Settlement Date; and
  - (c) that time is of the essence.

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- (7) When Notice to Settle is given, time is again of the essence of the contract.
- (8) In this clause 6.2:
- (a) "Affected Party" means a party referred to in clause 6.2(1);
- (b) "Natural Disaster" means a tsunami, flood, cyclone, earthquake, bushfire or other act of nature;
- (c) "Settlement Obligations" means, in the case of the Buyer, its obligations under clauses 2.4(1) and 5.1(1) and, in the case of the Seller, its obligations under clauses 5.1(1), 5.3(1)(a)-(e) and 5.7;
- (d) "Suspension Period" means the period during which the Affected Party (or if both the Buyer and Seller are Affected Parties, either of them) remains unable to perform a Settlement Obligation solely as a consequence of a Natural Disaster.

## 7. MATTERS AFFECTING THE PROPERTY

### 7.1 Title

The Lot is sold subject to the *Body Corporate and Community Management Act 1997* and the by-laws of the Body Corporate.

### 7.2 Encumbrances

The Property is sold free of all Encumbrances other than the Title Encumbrances, Tenancies, statutory easements implied by part 6A of the *Land Title Act 1994* and interests registered on the common property for the Scheme.

### 7.3 Requisitions

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

### 7.4 Seller's Warranties

- (1) The Seller warrants that, except as disclosed in this contract, at settlement:
- (a) it will be the registered owner of an estate in fee simple in the Lot and will own the Improvements and Included Chattels;
- (b) it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and
- (c) there will be no unsatisfied judgment, order (except for an order referred to in clause 7.6(1)(b)) or writ affecting the Property.
- (2) The Seller warrants that, except as disclosed in this contract, at the Contract Date and at settlement there are no current or threatened claims, notices or proceedings that may lead to a judgement, order or writ affecting the Property.
- (3) The Seller warrants that, except as disclosed in this contract, at the Contract Date:
- (a) there is no unregistered lease, easement or other right capable of registration and which is required to be registered to give indefeasibility affecting the common property or Body Corporate assets;
- (b) there is no proposal to record a new community management statement for the Scheme and it has not received a notice of a meeting of the Body Corporate to be held after the Contract Date or notice of any proposed resolution or a decision of the Body Corporate to consent to the recording of a new community management statement for the Scheme;

(c) all Body Corporate consents to improvements made to common property and which benefit the Lot, or the registered owner of the Lot, are in force; and

(d) the Additional Body Corporate Information is correct (if completed).

(4) If the Seller breaches a warranty in clause 7.4(1) or clause 7.4(2), the Buyer may terminate this contract by notice to the Seller.

(5) If:

- (a) the Seller breaches a warranty in clause 7.4(3); or
- (b) the Additional Body Corporate Information is not completed;

and, as a result, the Buyer is materially prejudiced, the Buyer may terminate this contract by notice to the Seller given with 14 days after the Contract Date but may not claim damages or compensation.

(6) Clauses 7.4(4) and 7.4(5) do not restrict and statutory rights the Buyer may have which cannot be excluded by this contract.

(7) (a) The Seller warrants that, except as disclosed in this contract or a notice is given by the Seller to the Buyer under the *Environmental Protection Act 1994* ("EPA"), at the Contract Date:

- (i) there is no outstanding obligation on the Seller to give notice to the administering authority under EPA of notifiable activity being conducted on the Land; and
- (ii) the Seller is not aware of any facts or circumstances that may lead to the Land being classified as contaminated land within the meaning of EPA.

(b) If the Seller breaches a warranty in clause 7.4(7), the Buyer may:

- (i) terminate this contract by notice in writing to the Seller given no later than 2 Business Days before the Settlement Date; or
- (ii) complete this contract and claim compensation, but only if the Buyer claims it in writing before the Settlement Date.

(8) The Seller does not warrant that the Present Use is lawful.

### 7.5 Survey and Mistake

(1) The Buyer may survey the Lot.

(2) If there is:

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

which is:

- (d) immaterial; or
- (e) material, but the Buyer elects to complete this contract;

the Buyer's only remedy against the Seller is for compensation, but only if claimed by the Buyer in writing on or before settlement.

(3) The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.5(2).

(4) If there is a material error, encroachment or mistake, the Buyer may terminate this contract before settlement.

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## 7.6 Requirements of Authorities

- (1) Subject to clause 7.6(5), any valid notice or order by any competent authority or Court requiring work to be done or money spent in relation to the Property ("Work or Expenditure") must be fully complied with:
  - (a) if issued before the Contract Date, by the Seller before the Settlement Date;
  - (b) if issued on or after the Contract Date, by the Buyer.
- (2) If any Work or Expenditure that is the Seller's responsibility under clause 7.6(1)(a) is not done before the Settlement Date, the Buyer is entitled to claim the reasonable cost of work done by the Buyer in accordance with the notice or order referred to in clause 7.6(1) from the Seller after settlement as a debt.
- (3) Any Work or Expenditure that is the Buyer's responsibility under clause 7.6(1)(b), which is required to be done before the Settlement Date, must be done by the Seller unless the Buyer directs the Seller not to and indemnifies the Seller against any liability for not carrying out the work. If the Seller does the work, or spends the money, the reasonable cost of that Work or Expenditure must be added to the Balance Purchase Price.
- (4) The Buyer may terminate this contract by notice to the Seller if there is an outstanding notice at the Contract Date under section 246AG of the *Building Act 1975* that affects the Property. The Buyer may terminate this contract by notice to the Seller if there is an outstanding notice at the Contract Date under sections 247 or 248 of the *Building Act 1975* or sections 167 or 168 of the *Planning Act 2016* that affects the Property or Land.
- (5) Clause 7.6(1) does not apply to orders disclosed under section 83 or the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011*.

## 7.7 Property Adversely Affected

- (1) If at the Contract Date:
  - (a) the Present Use is not lawful under the relevant town planning scheme;
  - (b) the Land is affected by a proposal of any competent authority to alter the dimensions of any Transport Infrastructure or locate Transport Infrastructure on the Land;
  - (c) access or any service to the Land passes unlawfully through other land;
  - (d) any competent authority has issued a current notice to treat, or notice of intention to resume, regarding any part of the Land;
  - (e) there is an outstanding condition of a development approval attaching to the Lot under section 73 of the *Planning Act 2016* or section 96 of the *Economic Development Queensland Act 2012* which, if complied with, would constitute a material mistake or omission in the Seller's title under clause 7.5(2)(c);
  - (f) the Property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List;
  - (g) the Property is declared acquisition land under the *Queensland Reconstruction Authority Act 2011*; or
  - (h) there is a charge against the Lot under section 104 of the *Foreign Acquisitions and Takeovers Act 1975*,

and that has not been disclosed in this contract, the Buyer may terminate this contract by notice to the Seller given on or before settlement.

- (2) If no notice is given under clause 7.7(1), the Buyer will be treated as having accepted the Property subject to all of the matters referred to in that clause.
- (3) The Seller authorises the Buyer to:
  - (a) inspect records held by any authority, including Security Interests on the PPSR, relating to the Property or the Lot; and
  - (b) apply for a certificate of currency of the Body Corporate's insurance from any insurer.

## 7.8 Dividing Fences

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

## B. RIGHTS AND OBLIGATIONS UNTIL SETTLEMENT

### 8.1 Risk

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

### 8.2 Access

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

- (1) once to read any meter;
- (2) for inspections under clause 4;
- (3) once to inspect the Property before settlement; and
- (4) once to value the Property before settlement.

### 8.3 Seller's Obligations After Contract Date

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

### 8.4 Body Corporate Meetings

- (1) The Seller must promptly give the Buyer a copy of:
  - (a) any notice it receives of a proposed meeting of the Body Corporate to be held after the Contract Date; and
  - (b) resolutions passed at that meeting and prior to settlement.
- (2) The Buyer may terminate this Contract by Notice in writing to the Seller given before settlement if it is materially prejudiced by:
  - (a) any resolution of the Body Corporate passed after the Contract Date, other than a resolution, details of which are disclosed to the Buyer in this Contract; or
  - (b) where the Scheme is a subsidiary scheme, any resolution of a body corporate of a higher scheme.

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- (3) In clause 8.4(2) a resolution includes a decision of the Body Corporate Committee to consent to recording a new community management statement.
- (4) If the Buyer is not given a copy of the resolutions before settlement, it may sue the Seller for damages.

#### 8.5 Information Regarding the Property

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

- (1) copies of all documents relating to any unregistered interests in the Property;
- (2) full details of the Tenancies to allow the Buyer to properly manage the Property after settlement;
- (3) sufficient details (including date of birth of each Seller who is an individual) to enable the Buyer to undertake a search of the PPSR.

#### 8.6 Possession Before Settlement

If possession is given before settlement:

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

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

- (1) The Seller must promptly upon receiving any notice, proceeding or order that affects the Property or requires work on the Property, give a copy to the Buyer.
- (2) After the Contract Date, the Seller must not without written consent of the Buyer, give any notice, seek or consent to any order or make an agreement that affects the Property.

### 9. PARTIES' DEFAULT

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

Without limiting any other right or remedy of the parties including those under this contract, or any right at common law, if the Seller or Buyer, as the case may be, fails to comply with an Essential Term, or makes a fundamental breach of an intermediate term, the Seller (in the case of the Buyer's default) or the Buyer (in the case of the Seller's default) may affirm or terminate this contract.

#### 9.2 If Seller Affirms

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

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

#### 9.3 If Buyer Affirms

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

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

#### 9.4 If Seller Terminates

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

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

#### 9.5 If Buyer Terminates

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

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

#### 9.6 Seller's Resale

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

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

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

#### 9.7 Seller's Damages

The Seller may claim damages for any loss it suffers as a result of the Buyer's default, including its legal costs on an indemnity basis and the cost of any Work or Expenditure under clause 7.6(3).

#### 9.8 Buyer's Damages

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

#### 9.9 Interest on Late Payments

- (1) The Buyer must pay interest at the Default Rate:
  - (a) on any amount payable under this contract which is not paid when due; and
  - (b) on any judgement for money payable under this contract.
- (2) Interest continues to accrue:
  - (a) under clause 9.9(1)(a), from the date it is due until paid; and
  - (b) under clause 9.9(1)(b), from the date of judgement until paid.
- (3) Any amount payable under clause 9.9(1)(a) in respect of a period prior to settlement must be paid by the Buyer at settlement. If this contract is terminated or if any amount remains unpaid after settlement, interest continues to accrue.
- (4) Nothing in this clause affects any other rights of the Seller under this contract or at law.

### 10. COMMERCIAL TENANCIES

#### 10.1 Seller's Statement

- (1) Within a reasonable time after written request by the Buyer, the Seller must give the Buyer:
  - (a) a statement of Outgoings which cannot be discovered by search; and
  - (b) a notice under section 262A(4AH) of ITAA (if applicable to the Property).
- (2) The Seller must update the statement if the Seller becomes aware that it has become inaccurate in a material respect.

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- (3) The Seller warrants that the statement and notice will be accurate at the Settlement Date.

#### 10.2 Commercial Tenancies and Service Agreements

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

#### 10.3 Commercial Tenancy Warranties

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

- (1) details of the Commercial Tenancies set out in the Commercial Tenancy Schedule;
- (2) each of the Commercial Tenancies is valid and subsisting;
- (3) no Tenant is in arrears with the payment of any Rent or other money payable under any Commercial Tenancy;
- (4) there is no subsisting breach of a provision of any Tenancy Document;
- (5) there is no notice or correspondence between the Seller and any Tenant relating to Rent review or the exercise of an option for renewal;
- (6) for each Commercial Tenancy, the relevant Commercial Tenancy Documents constitute the entire agreement between the Seller and each Tenant and there is no written, oral or other agreement between the Seller and any Tenant varying the terms of a Commercial Tenancy or granting any additional option for renewal of the term of any Commercial Tenancy;
- (7) no Tenant received any incentive or inducement to enter into its initial or current Commercial Tenancy;
- (8) there is no pending litigation or arbitration between the Seller and any Tenant arising out of any of the Commercial Tenancies; and
- (9) if any Commercial Tenancy is a retail shop lease within the meaning of the *Retail Shop Leases Act 1994*
  - (a) as far as the Seller is aware the Seller has complied with the *Retail Shop Leases Act 1994* in relation to the Commercial Tenancy;
  - (b) there is no existing or renewed retail tenancy dispute in relation to a Commercial Tenancy;
  - (c) there are no mediation agreements, proceedings or orders in existence under the *Retail Shop Leases Act 1994* in respect of a Commercial Tenancy;
  - (d) no Tenant has notified the Seller requesting a right to renew any Commercial Tenancy for a further period; and
  - (e) no Tenant has made a claim against the Seller for compensation for loss or damage suffered by the Tenant under sections 43, 46G or 46K of the *Retail Shop Leases Act 1994* and there are no circumstances existing to the Seller's knowledge which might give rise to a claim for compensation.

#### 10.4 Inaccuracies

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

#### 10.5 Commercial Tenancy Documents

- (1) The Seller must produce to the Buyer's Solicitor within 7 days after the Contract Date copies of all Commercial Tenancy Documents and Service Agreements.
- (2) If the Seller does not deliver the Commercial Tenancy Documents when required under clause 10.5(1), the Buyer may terminate this contract by notice to the Seller given no later than 14 days after the Contract Date.
- (3) If the Buyer is not satisfied with the terms of the Commercial Tenancies, it may terminate this contract by notice to the Seller given no later than 7 days after the Buyer's receipt of the Commercial Tenancy Documents.
- (4) If no notice is given under this clause 10.5, the Buyer will be treated as having accepted the Commercial Tenancies and all matters referred to in the Commercial Tenancy Documents.

#### 10.6 Dealings with Commercial Tenancies

- (1) Unless it would breach a provision of, or waive or prejudice the Seller's rights under, a Commercial Tenancy, the Seller must not, after the Contract Date:
  - (a) deal with the Property or any of the Commercial Tenancies without the Buyer's consent (which must not be unreasonably withheld);
  - (b) accept a surrender of any Commercial Tenancy;
  - (c) consent to a transfer of any Commercial Tenancy;
  - (d) terminate any Commercial Tenancy;
  - (e) consent to any request by a Tenant;
  - (f) grant or agree to grant a new Commercial Tenancy of any part of the Property or an extension of a Commercial Tenancy other than where a Tenant validly exercises an option in a Commercial Tenancy; or
  - (g) initiate or negotiate a Rent review or respond to any Rent review notice from a Tenant.
- (2) If any Tenant seeks the Seller's consent under a Commercial Tenancy before Settlement:
  - (a) the Seller must inform the Buyer and give the Buyer a copy of any written material received from the Tenant;
  - (b) the Buyer must co-operate with the Seller in dealing with the application;
  - (c) the Buyer must inform the Seller whether it agrees to the Seller giving consent and any conditions which should be imposed by the Seller;
  - (d) the Buyer must not withhold or delay its agreement to the Seller giving consent except on reasonable grounds which must be indicated in writing to the Seller; and
  - (e) the Seller must not give its consent to any Tenant without having first obtained the Buyer's agreement to do so in accordance with this clause.
- (3) If any Tenant defaults in the payment of Rent, the Seller must promptly inform the Buyer in writing. The Buyer may require the Seller to do either or both of the following actions at the Seller's expense:
  - (a) serve on the Tenant a notice of breach of covenant if required by law;
  - (b) terminate the Commercial Tenancy by physical re-entry (subject to the provisions of the Commercial Tenancy).

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- (4) The Seller must give the Buyer copies of any documents relating to the Commercial Tenancies that come within the control or possession of the Seller between the Contract Date and settlement.

#### 10.7 Service Agreements

- (1) The Seller:
- may terminate any Service Agreement which is not capable of assignment (subject to the provisions of the relevant Service Agreement); and
  - indemnifies the Buyer against claims under the Service Agreements prior to the Settlement Date.
- (2) The Buyer:
- assumes the obligations of the Seller under those Service Agreements which are assigned until their termination; and
  - indemnifies the Seller against claims under Service Agreements after the Settlement Date.
- (3) If:
- the Seller cannot terminate a Service Agreement; or
  - the Seller's rights under a Service Agreement cannot be assigned or are not effectively assigned to the Buyer;

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

#### 10.8 Counterparts

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

### 11. GOODS AND SERVICES TAX

#### 11.1 Definitions

Words and phrases defined in the GST Act have the same meaning in this Contract unless the context indicates otherwise.

#### 11.2 GST Table

The GST Table and the notes in it are part of this clause 11.

#### 11.3 Taxable Supply

This clause 11 applies where the transaction is:

- a Taxable Supply; or
- not a Taxable Supply because it is the Supply of a Going Concern.

#### 11.4 Purchase Price Includes GST

If this clause 11.4 applies, the Purchase Price includes the Seller's liability for GST on the Supply of the Property. The Buyer is not obliged to pay any additional amount to the Seller on account of GST on the Supply of the Property.

#### 11.5 Purchase Price Does Not Include GST

If this clause 11.5 applies, the Purchase Price does not include the Seller's liability for GST on the Supply of the Property. The Buyer must on the Settlement Date pay to the Seller in addition to the Purchase Price an amount equivalent to the amount payable by the Seller as GST on the Supply of the Property.

#### 11.6 Margin Scheme

**Warning:** The Seller is warranting that the Margin Scheme can apply. If in doubt about using the Margin Scheme you should seek professional advice.

If this clause 11.6 applies:

- the Purchase Price includes the Seller's liability for GST on the Supply of the Property. The Buyer is not obliged to pay any additional amount to the Seller on account of GST on the Supply of the Property.
- the Seller:
  - must apply the Margin Scheme to the Supply of the Property; and
  - warrants that the Margin Scheme is able to be applied.
- if the Seller breaches clause 11.6(2)(a) or its warranty under clause 11.6(2)(b) then:
  - the Buyer may terminate this contract if it becomes aware of the breach prior to the Settlement Date;
  - if the Buyer does not terminate this contract under clause 11.6(3)(a) or does not become aware of the breach until after the Settlement Date, it must pay to the Seller an amount equal to the Input Tax Credit which the Buyer will receive for GST payable for the Supply of the Property. Payment must be made when the Buyer receives the benefit of the Input Tax Credit;
  - the Buyer is entitled to compensation from the Seller if there is a breach of clause 11.6(2).

#### 11.7 If the Supply is a Going Concern

**Warning:** The parties are providing certain warranties under this clause. If there is doubt about whether there is a Supply of a Going Concern you should seek professional advice.

If this clause 11.7 applies:

- the Purchase Price does not include any amount for GST;
- the parties agree the Supply of the Property is a Supply (or part of a Supply) of a Going Concern;
- the Seller warrants that:
  - between the Contract Date and the Settlement Date the Seller will carry on the Enterprise; and
  - the Property (together with any other things that must be provided by the Seller to the Buyer at the Settlement Date under a related agreement for the same Supply) is all of the things necessary for the continued operation of the Enterprise;
- the Buyer warrants that at the Settlement Date it is Registered or Required to be Registered under the GST Act;
- if either of the warranties in clause 11.7(3) is breached:
  - the Buyer may terminate this contract if it becomes aware of the breach prior to the Settlement Date;
  - if the Buyer does not terminate this contract then, at the Settlement Date, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property;
  - if the Buyer does not become aware of the breach until after the Settlement Date, it must pay to the Seller an amount equal to the Input Tax Credit which the Buyer will receive for GST payable in respect of the Supply of the Property. Payment must be made when the Buyer receives the benefit of the Input Tax Credit;
  - the Buyer is entitled to compensation from the Seller if there is a breach of the warranty.

INITIALS

- (6) if the warranty in clause 11.7(4) is not correct the Buyer must pay to the Seller an amount equal to the GST payable in respect of the Supply of the Property. Payment must be made at the Settlement Date or, if settlement has occurred, immediately on demand;
- (7) If for any reason other than a breach of a warranty by the Seller or the Buyer this transaction is not a Supply of a Going Concern, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property. Payment must be made at the Settlement Date or, if settlement has occurred, immediately on demand.

#### 11.8 Adjustments

Where this Contract requires an adjustment or apportionment of Outgoings or Rent and profits of the Property, that adjustment or apportionment must be made on the amount of the Outgoing, Rent or profit exclusive of GST.

#### 11.9 Tax Invoice

Where GST is payable on the Supply of the Property, the Seller must give to the Buyer a Tax Invoice at the Settlement Date.

#### 11.10 No Merger

To avoid doubt, the clauses in this clause 11 do not merge on settlement.

#### 11.11 Remedies

The remedies provided in clauses 11.6(3), 11.7(5) and 11.7(6) are in addition to any other remedies available to the aggrieved party.

### 12. GENERAL

#### 12.1 Agent

The Agent is appointed as the Seller's agent to introduce a buyer.

#### 12.2 Foreign Buyer Approval

The Buyer warrants that either:

- (1) the Buyer's purchase of the Property is not a notifiable action; or
- (2) the Buyer has received a no objection notification, under the *Foreign Acquisitions and Takeovers Act 1975*.

#### 12.3 Duty

The Buyer must pay all duty on this contract.

#### 12.4 Notices

- (1) Notices under this contract must be in writing.
- (2) Notices under this contract or notices required to be given by law may be given and received by the party's solicitor.
- (3) Notices under this contract or notices required to be given by law may be given by:
  - (a) delivering or posting to the other party or its solicitor; or
  - (b) sending it to the facsimile number of the other party or its solicitor stated in the Reference Schedule (or another facsimile number notified by the recipient to the sender); or
  - (c) sending it to the email address of the other party or its solicitor stated in the Reference Schedule (or another email address notified by the recipient to the sender).
- (4) Subject to clause 12.4(5), a notice given after this contract is entered into in accordance with clause 12.4(3) will be treated as given:
  - (a) 5 Business Days after posting;
  - (b) if sent by facsimile, at the time indicated on a clear transmission report; and
  - (c) if sent by email, at the time it is sent.

(5) Notices given by facsimile, by personal delivery or by email between 5pm on a Business Day (the "first Business Day") and 9am on the next Business Day (the "second Business Day") will be treated as given or delivered at 9am on the second Business Day.

(6) If two or more notices are treated as given at the same time under clause 12.4(5), they will be treated as given in the order in which they were sent or delivered.

(7) Notices or other written communications by a party's solicitor (for example, varying the Inspection Date, Finance Date or Settlement Date) will be treated as given with that party's authority.

(8) For the purposes of clause 12.4(3)(c) and clause 13.2 the notice or information may be contained within an email, as an attachment to an email or located in an electronic repository accessible by the recipient by clicking a link in an email.

#### 12.5 Business Days

- (1) If anything is required to be done on a day that is not a Business Day, it must be done instead on the next Business Day.
- (2) If the Finance Date or Inspection Date fall on a day that is not a Business Day, then it falls on the next Business Day.

#### 12.6 Rights After Settlement

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

#### 12.7 Further Acts

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

#### 12.8 Severance

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

#### 12.9 Interpretation

##### (1) Plurals and Genders

Reference to:

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

##### (2) Parties

- (a) If a party consists of more than one person, this contract binds them jointly and each of them individually.
- (b) A party that is a trustee is bound both personally and in its capacity as a trustee.

##### (3) Statutes and Regulations

Reference to statutes includes all statutes amending, consolidating or replacing them.

##### (4) Inconsistencies

If there is any inconsistency between any provision added to this contract and the printed provisions, the added provision prevails.

##### (5) Headings

Headings are for convenience only and do not form part of this Contract or affect its interpretation.

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**12.10 Counterparts**

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

**13. ELECTRONIC CONTRACT AND DISCLOSURE**

**13.1 Electronic Signing**

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

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

**13.2 Pre-contract Disclosure**

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

**INITIALS**





# Contract for Commercial Lots in a Community Titles Scheme

Sixth Edition

This document has been approved by The Real Estate Institute of Queensland Limited and the Queensland Law Society Incorporated as being suitable for the sale and purchase of Commercial Lots in a Community Titles Scheme in Queensland.

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

## REFERENCE SCHEDULE

Contract Date: 6 September 2019

### AGENT

NAME:  
Grant Davies

LICENCE NO: 3120329 ABN/ACN: 23 438 233 456  
ADDRESS: Category B  
P.O. Box 2118  
SUBURB: Bundaberg STATE: QLD POSTCODE: 4670  
PHONE: MOBILE: 0419818315 FAX: EMAIL: grant@davies.id.au

### PARTIES

#### SELLER

NAME:  
Collbury Pty Ltd as trustee under instrument 710452396

ADDRESS: 11 Chantelle Circuit

SUBURB: Coral Cove STATE: Qld POSTCODE: 4670  
PHONE: MOBILE: Category B FAX: EMAIL: Category B - (47(3)(b) RTI Act) ABN: 078482032

NAME:

ADDRESS:

SUBURB: STATE: POSTCODE:  
PHONE: MOBILE: FAX: EMAIL: ABN:

#### SELLER'S SOLICITOR

← or any other Solicitor notified to the Buyer

NAME:  
Baker O'Brien and Toll Solicitors

REF: 2/2 MBOROUGH CONTACT: Glen Toll

ADDRESS: 7 Maryborough Street

SUBURB: Bundaberg STATE: Qld POSTCODE: 4670  
PHONE: 07 4152 4555 MOBILE: FAX: EMAIL: gtoll@bot.com.au

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**BUYER**

NAME:  
Bundaberg Regional Council

ADDRESS: P.O. Box 3130

SUBURB: Bundaberg STATE: Qld POSTCODE: 4670  
PHONE: 1300883699 MOBILE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: ceo@bundaberg.qld.gov.au ABN: 72 427 835 198

NAME:

ADDRESS:

SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_  
PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_ ABN: \_\_\_\_\_

**BUYER'S SOLICITOR**

← or any other Solicitor notified to the Seller

NAME:  
Self Acting

REF: 2/2MBOROUGH CONTACT: Christine Large

ADDRESS: P.O. Box 3130

SUBURB: Bundaberg STATE: Qld POSTCODE: 4670  
PHONE: 1300883699 MOBILE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: Category B - (47(3)(b) RTI Act)

**PROPERTY**

Lot Address: 2 Maryborough Street

Suburb: Bundaberg STATE: Qld POSTCODE: 4670

Description: Lot: 2 on:  BUP  GTP  SP 130704

Scheme: Old Wintergarden Building Community Titles Scheme: 28385

Title Reference: 50322905

Local Government: Bundaberg Regional Council

Present Use: Tenanted Commercial Building

Excluded Fixtures:

Included Chattels:

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**PRICE**

Purchase Price: \$ 750,000.00

Category B - Contrary to Public Interest (47(3)(b) RTI Act)

Deposit: \$ 20,000.00 Initial Deposit payable on the day the Buyer signs this contract unless another time is specified below:

5 business day from the Contract Date

\$ Balance Deposit (if any) payable on:

Deposit Holder: Grant Davies Baker O'Brien & Toll Trust Account

Category B - Contrary to Public Interest (47(3)(b) RTI Act)

Deposit Holder's Trust Account BANK: BOC

BSB: Category B - (47(3)(b) RTI Act)

ACCOUNT NO

Default Interest Rate: % ← If no figure is inserted, the Contract Rate applying at the Contract Date published by the Queensland Law Society Inc. will apply.

**FINANCE**

Finance Amount: \$ ← Unless all of "Finance Amount", "Financier" and "Finance Date" are completed, this contract is not subject to finance and clause 3 does not apply.

Financier: Finance Date:

**BUILDING AND/OR PEST INSPECTION DATE**

Inspection Date: 45 days from the date of this Contract

← If "Inspection Date" is not completed, the contract is not subject to an inspection report and clause 4 does not apply.

**MATTERS AFFECTING PROPERTY**

**Title Encumbrances:**

Is the Property sold subject to any Encumbrances?  No  Yes, listed below:

← **WARNING TO SELLER:** You are required to disclose all Title Encumbrances which will remain after settlement (for example, easements on your title and statutory easements for sewerage and drainage which may not appear on a title search). Failure to disclose these may entitle the Buyer to terminate the contract or to compensation. It is NOT sufficient to state "refer to title", "search will reveal", or similar.

**ADDITIONAL BODY CORPORATE INFORMATION**

Interest Schedule Lot Entitlement of Lot: 15

Aggregate Interest Schedule Lot Entitlement: 50

Contribution Schedule Lot Entitlement of Lot: 30

Aggregate Contribution Schedule Lot Entitlement: 100

**INSURANCE POLICIES**

Insurer: Strata Community Insurance

Policy No: Category B

Building: 5,331,210

Public Liability: 10,000,000

Other: APPEAL EXPENSES, CATASTROPHE, COMMON CONTENTS, FIDELITY GUARANTEE, GOVT AUDIT COSTS, LEGAL EXPENSES, LOSS OF RENT, LOT OWNERS IMPROVE, VOLUNTARY WORKERS

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**NEIGHBOURHOOD DISPUTES (DIVIDING FENCES AND TREES) ACT 2011**

The Seller gives notice to the Buyer in accordance with section 83 of the Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 that the Lot: (select whichever is applicable)

- is not affected by any application to, or an order made by, the Queensland Civil and Administrative Tribunal (QCAT) in relation to a tree on the Land or
- is affected by an application to, or an order made by, QCAT in relation to a tree on the Land, a copy of which has been given to the Buyer prior to the Buyer signing the contract.

← WARNING: Failure to comply with section 83 Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 by giving a copy of an order or application to the Buyer (where applicable) prior to the Buyer signing the contract will entitle the Buyer to terminate the contract prior to Settlement.

**GST TABLE**

**GOODS AND SERVICES TAX - WARNING**

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

Notes to Completion:

A. Only 1 box in the selected item must be marked.

B. If the Yes box in item GST 1 is marked:

- items GST2 and GST3 must not be marked;
- despite any markings of items GST2 and GST3, clauses 11.4, 11.5 and 11.6 do not apply.

C. If the Yes box in item GST2 is marked:

- item GST1 and GST3 must not be marked;
- despite any marking of items GST1 and GST3, clauses 11.4, 11.5 and 11.7 do not apply.

**GST1 GOING CONCERN**

**WARNING:** There are strict requirements for the sale of a Going Concern under the GST Act. If in doubt about complying with those provisions, seek professional advice before marking this item.

Is this a sale of a Going Concern? Yes

If Yes, clause 11.7 (If the Supply is a Going Concern) applies.  
Otherwise clause 11.7 (If the Supply is a Going Concern) does not apply.  
If the Yes box is marked, do not complete items GST2 and GST3.

**GST2 MARGIN SCHEME**

Is the Margin Scheme to apply to the sale of the Property? Yes

If Yes, clause 11.6 (Margin Scheme) applies.  
Otherwise clause 11.6 (Margin Scheme) does not apply.  
The Seller must not apply the Margin Scheme to the Supply of the Property if clause 11.6 does not apply.  
If the Yes box is marked, do not complete items GST1 and GST3.

**GST3 INCLUSIVE OR EXCLUSIVE PURCHASE PRICE**

(Do not complete item GST3 if the item GST1 (Going Concern) or item GST2 (Margin Scheme) are marked Yes.)

Does the Purchase Price include GST? **Mark 1 box only** Yes  If Yes, clause 11.4 (Purchase Price Includes GST) applies.  
No  If No, clause 11.5 (Purchase Price Does Not Include GST) applies.

If neither box is marked or both boxes are marked, clause 11.4 (Purchase Price Includes GST) applies.

**GST WITHHOLDING OBLIGATIONS**

**Buyer Warranty**

Is the Buyer registered for GST and acquiring the Lot for a creditable purpose? (select whichever is applicable)

- Yes
- No

← WARNING: the Buyer warrants in clause 2.4 (6) that this information is true and correct.

Category B - Contrary to Public Interest (47(3)(b) RTI Act)

Note: If the Buyer selects [No] the Seller may be required to give a notice under section 14-255 of the Withholding Law prior to settlement.

Category B - Contrary to Public Interest (47(3)(b) RTI Act)

**COMMERCIAL TENANCY SCHEDULE\***

*\*Attach further Schedule if insufficient space.*

**LEASE 1**

Name of Tenant: MACS WORKOUT PTY LTD atf The MAC Family Trust

Use: Gym Location/Tenancy No: 2

Area of Tenancy (m<sup>2</sup>approx): 1365 Current Rent per Annum: \$ 107,400  
 inclusive of outgoings  exclusive of outgoings

Current Commencement Date: 01 December 2015 Current Term: 5 years

Remaining Option/s: Option 1 Term: 5 years  
Option 2 Term: 5 years  
Option 3 Term: \_\_\_\_\_ years

Tenant Car Park: No: \_\_\_\_\_ Rate \$ \_\_\_\_\_ per  annum  month

**LEASE 2**

Name of Tenant: NIL

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

Area of Tenancy (m<sup>2</sup>approx): \_\_\_\_\_ Current Rent per Annum: \_\_\_\_\_  
 inclusive of outgoings  exclusive of outgoings

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

Remaining Option/s: Option 1 Term: \_\_\_\_\_ years:  
Option 2 Term: \_\_\_\_\_ years:  
Option 3 Term: \_\_\_\_\_ years:

Tenant Car Park: No: \_\_\_\_\_ Rate \$ \_\_\_\_\_ per  annum  month

**SERVICE AGREEMENT SCHEDULE\***

*\* Attach further Schedule if insufficient space.*

**CONTRACT 1**

Contractor: \_\_\_\_\_

Service performed: \_\_\_\_\_

Cost: \$ \_\_\_\_\_ per  annum  quarter  month

**CONTRACT 2**

Contractor: \_\_\_\_\_

Service performed: \_\_\_\_\_

Cost: \$ \_\_\_\_\_ per  annum  quarter  month

**CONTRACT 3**

Contractor: \_\_\_\_\_

Service performed: \_\_\_\_\_

Cost: \$ \_\_\_\_\_ per  annum  quarter  month

Released Under Right to Information Act 2009

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**SELLER'S DISCLOSURE**

**WARNING:** The Seller is taken to have knowledge of significant Body Corporate matters that may affect the Buyer, where the Seller ought reasonably to be aware of those matters.

[Section 223(4) Body Corporate and Community Management Act 1997]

The Seller gives notice to the Buyer of the following matters:

**(a) LATENT OR PATENT DEFECTS IN COMMON PROPERTY OR BODY CORPORATE ASSETS**

[Empty disclosure box for latent or patent defects]

[Sections 223(2)(a) and 223(2)(b) Body Corporate and Community Management Act 1997] Annex details of disclosure made by the Seller (if any).

**(b) ACTUAL CONTINGENT OR EXPECTED LIABILITIES OF BODY CORPORATE**

[Empty disclosure box for actual contingent or expected liabilities]

[Sections 223(2)(c) and 223(2)(d) Body Corporate and Community Management Act 1997]. Annex details of disclosure made by the Seller (if any).

**(c) CIRCUMSTANCES IN RELATION TO AFFAIRS OF THE BODY CORPORATE**

[Empty disclosure box for circumstances in relation to affairs of the body corporate]

[Sections 223(3) Body Corporate and Community Management Act 1997]. Annex details of disclosure made by the Seller (if any).

**(d) EXCEPTIONS TO STATEMENTS IN CLAUSE 7.4(2)**

[Empty disclosure box for exceptions to statements in clause 7.4(2)]

Annex details of disclosure made by the Seller (if any).

**(e) PROPOSED BODY CORPORATE RESOLUTIONS (CLAUSE 8.4)**

[Empty disclosure box for proposed body corporate resolutions]

Annex details of disclosure made by the Seller (if any).

Released under Right to Information Act 2009

The REIQ Terms of Contract for Commercial Lots in a Community Titles Scheme (Pages 8-19)  
Sixth Edition Contain the Terms of this Contract

**SPECIAL CONDITIONS**

See attached Special Conditions

Annexure A - Asbestos Conditions;  
Annexure B - Special Conditions;  
Annexure C - Copy of Lease; and  
Annexure D - Title Search.

Category B -  
Contrary to  
Public Interest  
(47(3)(b) RTI  
Act)

Category B - Contrary to  
Public Interest (47(3)(b)  
RTI Act)

**SETTLEMENT**

Settlement Date: ~~60 days from the date of this Contract~~ 4 November 2019  
Or the next Business Day if that is not a Business Day in the Place for Settlement.

Place for Settlement: Bundaberg

If Brisbane is inserted, this is a reference to Brisbane CBD.

**SIGNATURES**

Collburg Pty Ltd  
Seller: [Redacted] Sole Director

Witness: [Redacted]

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

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

Bundaberg Regional Council  
Buyer: CEO [Redacted]  
Authorised

Witness: [Redacted]

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

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

Deposit Holder: \_\_\_\_\_  
Who acknowledges having received the Initial Deposit and agrees to hold that amount and any Balance Deposit when received as Deposit Holder for the parties as provided in the Contract.

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

000011046167

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# Annexure A - Asbestos Conditions and Asbestos Report



## Special Condition Commercial Lots - Asbestos

### ASBESTOS IDENTIFICATION

- (a) This Special Condition applies if the Property includes a building that is a workplace.
- (b) The Seller warrants that a competent person has been engaged to identify, as far as is reasonably practicable, all asbestos or asbestos contaminating material (**ACM**) at the workplace.

### ASBESTOS REGISTER

- (a) This Special Condition applies if the Property includes a building that is a workplace for which an asbestos register ("the **Asbestos Register**") is required to be prepared and kept pursuant to Section 425 of the *Work Health and Safety Regulation 2011 (Qld)*.
- (b) The Seller warrants that the Asbestos Register has been prepared and is kept on the Property.
- (c) The Seller must ensure, as far as is reasonably practicable, that the Asbestos Register is given to the Buyer before the Seller relinquishes management or control of the Property to the Buyer.

### ASBESTOS MANAGEMENT PLAN

- (a) This Special Condition applies if the Property includes a building that is a workplace for which an asbestos management plan ("the **Asbestos Management Plan**") is required to be prepared pursuant to Section 429 of the *Work Health and Safety Regulation 2011 (Qld)*.
- (b) The Seller warrants that the Asbestos Management Plan has been prepared and is kept on the Property.
- (c) The Seller must ensure, as far as is reasonably practicable, that the Asbestos Management Plan is given to the Buyer before the Seller relinquishes management or control of the Property to the Buyer.
- (d) The Seller warrants, that to the best of the Seller's knowledge and belief, the Asbestos Management Plan has been complied with prior to the Contract Date.

### INTERPRETATION

- (a) In this Contract, except where inconsistent with the context, words used which are defined in the *Work Health and Safety Act 2011 (Qld)* and the *Work Health and Safety Regulation 2011 (Qld)* will have the meaning so defined.

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Category B - Contrary to Public Interest (47(3)(b) RTI Act)

INITIALS

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SC8 v01/15

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# Common Property Asbestos Report

For

*Old Wintergarden Building*

2 Maryborough Street, Bundaberg, Qld,  
4670

Scheme Number: 28385



**COMPILED BY: BRIAN RUBOCK**

**On 1 March 2016**

**QIA JOB REF No. 108701**

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## REPORT OUTLINE

**Section 1** – summarises the purpose, scope and methodology of the inspection, register and report.

**Section 2** – summarises the report findings and the actions required to be undertaken.

**Section 3** - details the specific location and nature of any asbestos materials suspected and/or identified as being part of the common property areas of the scheme and how the ACM should be managed.

**Section 4** – provides general information as to the obligations of owners and additional information about asbestos management and control including emergency incident responses.

**Section 5** – provides information as to the management of asbestos containing materials, the Contractor Management Plan booklet when provided with this report also forms part of this section.

**Section 6** – provides information as to the basis and scope of the report.

**Section 7** – provides quotations for further action.

### NB

**This report constitutes the majority of Asbestos Containing Materials Register and Management Plan for the Scheme, if required a contractor management plan booklet will also be provided to be placed onsite. The asbestos register must be readily accessible to workers and their representatives, employers within the scheme and any person removing or working with any Asbestos Containing Material.**



## SECTION 1 – PURPOSE OF REPORT

This report presents the findings of an Asbestos Containing Materials Survey conducted at Old Wintergarden Building, 2 Maryborough Street, Bundaberg, Qld, 4670, by QIA Group Pty Ltd on 1 March 2016 at the request of the Owners.

### Scope of report

The Asbestos Containing Materials Survey undertaken at Old Wintergarden Building, 2 Maryborough Street, Bundaberg, Qld, 4670 was non-destructive and non-intrusive in nature. The extent of the survey was limited to the following areas:

- The readily accessible interior and exterior common areas of the building;
- Amenities and immediate surrounding land.

The survey **did not** include the Inspection or assessment of the following areas:

- Roof above 2.4m other than where access is provided via permanent stairs or ladder
- Sub floor areas
- Exterior ground surfaces and sub-surfaces (e.g. infill/soil) and underground pipework.
- Inside ductwork unless inspection panels are provided
- Inside plant or equipment with no access or where tools are required to gain access
- Concealed cavities
- Formwork and cables in sub-ground floor slab or encased in floor slabs for subsequent floors.

The survey was undertaken during normal business hours and the building was occupied at the time of the assessment.

### Survey Methodology - Overview

**The survey involved a visual inspection of accessible, construction materials and the collection and analysis of materials that are suspected of containing Asbestos and these materials are taken to be representative of that type of material throughout the accessible common areas.**

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## SECTION 2 - COMMON PROPERTY ASBESTOS REGISTER AND MANAGEMENT SUMMARY

### Item 1

The verandah ceiling consists of cement sheeting which may contain asbestos. We recommend that all cement sheet ceilings/soffits be treated as containing Asbestos. Should any renovation, maintenance (including water blasting) or demolition work involving the cement sheeting be undertaken, please ensure the persons involved can confirm their ability and intention to comply with the requirements of the safe handling and removal of as per the Codes of Practice for Asbestos Removal and Management of ACM available from Safework Australia and the relevant state based Worksafe Authority and refer to the information at the end of this report. Where a contractor engages in asbestos related work they must also complete and sign the Contractor Management Plan located onsite and which forms part of this register and management plan. In particular if painting of the external surfaces is likely to be undertaken in the near future please ensure surfaces are not prepared for painting using an abrasive method.

### Item 2

A sample of the window infill, right side of building exterior was taken and analysis revealed that no asbestos materials were evident – please refer the laboratory analysis attached.

### Item 3

A sample of the gym wall was taken and analysis revealed that no asbestos materials were evident – please refer the laboratory analysis attached.

### Item 4

A representative sample of the main switchboard black backing was taken and analysis revealed that Chrysotile (white) asbestos materials were evident – please refer the laboratory analysis attached. Given that the sample area of the switchboard black backing tested positive for asbestos we recommend that all switchboard black backing be treated as containing Asbestos.

### Action to be taken

Leave in place, label and maintain.

This report has resulted from a non-destructive visual survey - should any renovation, maintenance (including water blasting) or demolition work involving Asbestos Containing Materials (ACM) be undertaken, please ensure the persons involved can confirm their ability and intention to comply with the requirements of the safe handling and removal of as per the Codes of Practice for Asbestos Removal and Management of ACM available from Safework Australia and the relevant state based Worksafe Authority and refer to the information at the end of this report. Where a contractor engages in asbestos related work they must also complete and sign the Contractor Management Plan located onsite and which forms part of this register and management plan.

PRESUMED ACM – INACCESSIBLE AREAS		
ACM	Locations	Action to be taken
Asbestos cement sheet formwork, pits and electrical	Subterranean areas	Destructive survey under controlled conditions prior




cable/water pipe/duct work		to any refurbishment which is likely to disturb possible ACMs in these areas. Until these areas are surveyed it they should be presumed to contain asbestos. No access to unauthorised personnel should be given
Asbestos vinyl floor tiles, floor covering and cushioning underlay	Beneath carpets and upper vinyl flooring	
Asbestos sheeting	Backing material to ceramic tiles (floors and walls) often found in wet areas such as kitchens, laundries and bathrooms in both common areas and within dwellings.	
Insulation/pipe lagging	Inaccessible ducts, risers and ceiling and wall space cavities (often located in plant rooms, kitchens, laundries and bathrooms)	

**Note:** The items identified as presumed ACM are presumed to contain ACM on the basis that the areas were inaccessible but given the age of the building could contain asbestos. In this instance it is recommended that these areas be treated as if they contain asbestos as once any works commence involving these areas exposure to airborne asbestos is possible and this will usually only become event after exposure. In the event that a presumed asbestos material location becomes accessible and a sample of the material is proved by laboratory analysis not to contain asbestos, it should not be assumed that all like locations do not contain asbestos. A single sample location cannot be considered representative for all of the items mentioned above, therefore locations that remain untested are presumed to contain ACM.

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**SECTION 3 - COMMON PROPERTY ASBESTOS REGISTER AND MANAGEMENT DETAIL**

1.0	MAIN BUILDING	Asbestos Suspected			Condition Rating			Risk Rating	Material		Sample No
		Y	N	NA	P	N	G	I,H,M,L	Bonded	Friable	
	Description of area	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<b>3</b>
	<p><b>Main Building consists of brick and rendered walls and cement sheet ceilings/soffits</b></p>  <p><b>Item 1</b> The verandah ceiling consists of cement sheeting which may contain asbestos. We recommend that all cement sheet ceilings/soffits be treated as containing Asbestos. Should any renovation, maintenance (including water blasting) or demolition work involving the cement sheeting be undertaken, please ensure the persons involved can confirm their ability and intention to comply with the requirements of the safe handling and removal of as per the Codes of Practice for Asbestos Removal and Management of ACM available from Safework Australia and the relevant state based Worksafe Authority and refer to the information at the end of this report. Where a contractor engages in asbestos related work they must also complete and sign the Contractor Management Plan located onsite and which forms part of this register and management plan. In particular if painting of the external surfaces is likely to be undertaken in the near future please ensure surfaces are not prepared for painting using an abrasive method.</p>										





2.0	MAIN BUILDING	Asbestos Suspected			Condition Rating			Risk Rating	Material		Sample No
		Y	N	NA	P	N	G		I,H,M,L	Bonded	
	Description of area	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	<p>Main Building consists of brick and rendered walls and cement sheet ceilings/soffits</p>  <p><b>Item 2</b> A sample of the window infill, right side of building exterior was taken and analysis revealed that <b>no</b> asbestos materials were evident – please refer the laboratory analysis attached.</p>									3	

3.0	ROOF AREA	Asbestos Suspected			Condition Rating			Risk Rating	Material		Sample No
		Y	N	NA	P	N	G		I,H,M,L	Bonded	
	Description of area	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	Roof consists of metal sheeting and Steel Beam Construction										




4.0	ENTRY DOORS	Asbestos Suspected			Condition Rating			Risk Rating	Material		Sample No
		Y	N	NA	P	N	G		I,H,M,L	Bonded	
	Description of area	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	Non Fire rated (untagged)	We have examined an Entry Door and it is untagged, the door is affixed to a timber frame which we are advised means it cannot be a fire rated door and therefore there is no reason to suspect that it contains asbestos. A representative sample of the core of the fire doors can be taken and sent to NATA laboratory for testing to determine if they do contain asbestos.									

5.0	EXTERNAL ACCESSWAYS	Asbestos Suspected			Condition Rating			Risk Rating	Material		Sample No
		Y	N	NA	P	N	G		I,H,M,L	Bonded	
	Description of area	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	Area consists of paved/concrete walkways										


6.0	ABOVE GROUND PIPEWORK	Asbestos Suspected			Condition Rating			Risk Rating	Material		Sample No
		Y	N	NA	P	N	G		I,H,M,L	Bonded	
	Description of area	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	Pipework consists of metal lengths and collars.										



7.0	INTERNAL ACCESSWAYS	Asbestos Suspected			Condition Rating			Risk Rating	Material		Sample No
		Y	N	NA	P	N	G	I,H,M,L	Bonded	Friable	
	Description of area	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	Gym area consists of painted cement sheet walls	 <p><b>Item 3</b> A sample of the gym wall was taken and analysis revealed that no asbestos materials were evident – please refer the laboratory analysis attached.</p>									

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8.0	SWITCHBOARDS	Asbestos Suspected			Condition Rating			Risk Rating	Material		Sample No
		Y	N	NA	P	N	G	I,H,M,L	Bonded	Friable	
	Description of area	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	L	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1
	<p>Electrical Cabinet consists of sheet metal with a bramite/ blackboard mounting board</p>  <p><b>Item 4</b> A representative sample of the main switchboard black backing was taken and analysis revealed that Chrysotile (white) asbestos materials were evident – please refer the laboratory analysis attached. Given that the sample area of the switchboard black backing tested positive for asbestos we recommend that all switchboard black backing be treated as containing Asbestos.</p> <p><b>Action to be taken</b> Leave in place, label and maintain.</p>										

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**Legend**

**ACM - Condition Rating**

- Poor**            Readily accessible, deteriorated surface or friable/damaged asbestos
- Normal**        Accessible surfaces in fair condition, or friable but stable asbestos relatively inaccessible
- Good**           Well sealed surfaces, or friable but stable asbestos in inaccessible locations

**ACM Risk Rating**

- I = Immediate**    Imminent likelihood of exposure to airborne asbestos likely, area readily accessible.
- H = High**            Exposure to airborne asbestos likely as a consequence of minor disturbance in area that is readily accessible
- M = Medium**        Exposure to airborne asbestos unlikely and as a consequence of significant disturbance due to area being relatively inaccessible excepting circumstances where demolition/renovation or other major disturbance.
- L = Low**             Exposure to airborne asbestos highly unlikely as area inaccessible in most circumstances excepting demolition/renovation or other major disturbance.

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## SECTION 4 – ASBESTOS MANAGEMENT

### General requirements

- ACM identified as representing an exposure risk should be removed or otherwise controlled (see **Sections 2 and 3**).
- Any ACM that is not scheduled for immediate removal should be labelled with appropriate warnings and maintained in good condition.
- The location of ACM must be entered into the Asbestos Register (see **Sections 2 and 3**).
- Maintenance and other personnel must be made aware of the location of ACM by providing them with access to this report and labelling ACM wherever practicable.
- The Asbestos Register must be freely available.
- Unless they have valid Asbestos Removal licence, maintenance workers, trades or occupants shall not remove or knowingly damage identified ACM.
- Before any planned demolition, refurbishment or maintenance, its effect upon any in-situ asbestos must be established by reference to this document, including amendments.

### Accidental damage to ACM

If ACM is damaged or degraded through accident, ageing or misuse, the building manager, committee should apply the following protocols.

- Determine if the damage is likely to affect nearby occupants through the release of asbestos dust (this may require advice from a licensed Class A Asbestos Assessor or other competent person).
- Gently wet down the damaged section and cover with a heavy plastic sheet or equivalent to encapsulate the ACM. Close nearby windows if the ACM is to the exterior.
- If the damage is significant (i.e. the material is shattered or abraded) the ACM should be replaced as soon as is practicable. Minor damage (i.e. small cracks or holes) may be repaired in the short term using a sealant. **All repairs or removal must be undertaken by a licensed Asbestos Removalist.**
- Register the event in the **Asbestos Management Plan Event Register**

**Decision Tool to assist with ongoing management of ACM**

The options for short to medium-term management of ACM are outlined below

<b>Defer action</b>			
<b>Appropriate when</b>	<b>Not appropriate when</b>	<b>Advantages</b>	<b>Disadvantages</b>
Negligible risk of exposure <b>and</b> Asbestos inaccessible and fully contained <b>or</b> Asbestos stable and not liable to damage	Possibility of deterioration or Damage  Airborne dust Exceeds recommended exposure standard	No initial cost  Cost of removal deferred	Hazard remains  Need for continuing assessment  Asbestos management program required
<b>Encapsulate or seal</b>			
<b>Appropriate when</b>	<b>Not appropriate when</b>	<b>Advantages</b>	<b>Disadvantages</b>
Removal difficult or not feasible  Firm bond to substrate  Damage unlikely  Short life of structure	Asbestos deteriorating  Application of sealant may cause damage to material  Water damage likely  Large areas of damaged asbestos	Quick and economical for repairs to damaged Areas  May be an adequate technique to control release of asbestos dust	Hazard remains Cost for large areas may be near removal cost  Asbestos management system required  Eventual removal may be more difficult and costly
<b>Removal</b>			
<b>Appropriate when</b>	<b>Not appropriate when</b>	<b>Advantages</b>	<b>Disadvantages</b>
Surface friable or asbestos poorly bonded to substrate  Asbestos is severely water-damaged or liable to further damage or deterioration  Located in air conditioning duct  Airborne asbestos exceeds recommended exposure standard  Other control techniques inappropriate	Located on complex and inaccessible surfaces  Removal extremely difficult and other techniques offer satisfactory alternative	Hazard removed  No further action required	Increases immediate risk of exposure especially to removal workers  Creates major disturbance in building  Often highest cost, most complex and time-consuming method  Removal may increase fire risk in building; substitute required  Possible contamination of whole building if removal is done poorly

**Management Decision Record – For Works**

**Option 1: Defer action**

Reason for decision and details	
Authorisation:	Date:

**Option 2: Encapsulate or seal**

Reason for decision and details	
Authorisation:	Date:

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**Option 3: Removal**

Reason for decision and details	
Authorisation:	Date:

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**Timetable for Action**

The timetable for action should be administered to ensure those that manage or control the work premises or plant, have a clear plan for all works which may affect ACM in the workplace. This includes maintenance work, scheduled removal work and risk assessment reviews, which may impact ACM.

ACM removal/maintenance work	Date of scheduled works

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### Updating the Risk Assessment

Periodic inspections of ACM should be carried out to ensure they are not deteriorating or otherwise contributing to an unacceptable health risk.

The Work Health and Safety Act and Regulations 2011 requires that asbestos remaining in situ should be inspected by an Asbestos Assessor or other Competent Person on a regular basis (usually every 1 year depending upon type, condition & location) to document any deterioration in the material which may result in a change to the hazard control requirements.

The current laws also require a review of the **Management Plan** to be carried out by a **Class A Asbestos Assessor or other competent person** at intervals determined by the Risk Assessment, the maximum interval being 5 years. The new requirements state that an Asbestos Management Plan and Risk Assessment are required in addition to an Asbestos Register and Survey. **Class A Asbestos Assessors** and competent persons at **QIA Group Pty Ltd** are able to produce these documents to comply with your obligations.

The **Annual ACM Risk Assessment** will reassess the risk posed by the previously identified Asbestos Containing Materials and ensure that the accuracy of the ACM Register is maintained

Each review of the **Asbestos Management Plan** should critically assess all asbestos management procedures and their effectiveness in:

- preventing exposure to asbestos fibres;
- controlling access to ACM;
- highlighting the need for action to maintain or remove ACM; and
- maintaining the accuracy of the ACM Register.

Details of any mitigating circumstances should be recorded in the Asbestos Register



Type of review	Date by which review should be undertaken	Details
Annual ACM Risk Assessment	1 March 2017	
Annual ACM Risk Assessment		
Annual ACM Risk Assessment		
Annual ACM Risk Assessment		
Annual ACM Risk Assessment		
5 Yearly Asbestos Management Plan Review	1 March 2021	

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**Management Action Record**

Record all communication activities undertaken to inform occupants of ACM in the workplace.

Action	Date
Authorisation:	Date:

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**Asbestos Management Plan Event Register**

Record all events/incidents involving ACM that occur and the actions taken to manage each event in the register below.

Event	Action undertaken	Date
Authorisation:		Date:

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## SECTION 5 – ASBESTOS MANAGEMENT INFORMATION

### What Obligations do you have?

Under the Work Health Safety Act and regulation 2011 a Person Conducting a Business of Undertaking (PCBU) that either owns, controls or manages a building or certain plant and equipment built or approved to be **built before 31 December 2003** has certain obligations with respect to identifying and maintaining asbestos materials. These obligations commenced from 1 January 2012.

An Owner of a Building includes a person that has effective management or control of the building and any essential plant in it.

A PCBU has obligations in relation to a building or part of a building that is a workplace. These obligations essentially fall into 3 categories, the identification of asbestos materials, keeping a register of asbestos materials and the management of asbestos materials in the workplace.

### What you must do

If the *Work Health Safety Act, Regulations and Codes of Practice* describe how to prevent or minimise an asbestos-related risk at your workplace a PCBU **must** discharge their responsibilities as required by legislation.

Part 8 of the *Work Health and Safety Regulation 2011* refers to codes of practice for the removal and management of asbestos. These codes are given legal standing in Nationally adopted work health and safety framework.

The practices, procedures and requirements set out in the national asbestos management code or the asbestos removal code **must be complied with** in the same manner as a regulation where reasonably practicable

If there is no regulation or code of practice about a risk at your workplace you **must** choose an appropriate way to manage exposure to the risk. Obligation holders must, where there is no regulation or code of practice about a risk, take reasonable precautions and exercise proper diligence to manage the risk.

### Specific regulations for asbestos

The main requirements relating to asbestos in the *Work Health and Safety Regulation 2011* are grouped into four divisions as follows:

- Part 8.1 Prohibitions and authorised conduct**
- Part 8.2 General duty**
- Part 8.3 Management of asbestos and associated risks**
- Part 8.4 Management of naturally occurring asbestos**
- Part 8.5 Asbestos at the workplace**
- Part 8.6 Demolition and refurbishment**
- Part 8.7 Asbestos removal work**
- Part 8.8 Asbestos removal requiring class A licence**
- Part 8.9 Asbestos-related work**
- Part 8.10 Licensing of asbestos removalists and asbestos assessors**



**What is asbestos?**

Asbestos is a substance that can have potentially fatal health effects. While asbestos is now banned from use it was a component of thousands of different products used in the community and industry from the 1940s until the late 1980s.

Disturbed or broken asbestos products or materials can release minute asbestos fibres that once airborne are capable of being inhaled deep into a person's lungs.

These respirable fibres are a major health hazard and the adverse health effects, such as lung cancer, can take decades to become apparent. The lack of immediate health effects has often meant that victims are unaware of the dangers they are exposed to which means that exposure to the hazard can continue over a long period causing serious health effects.

Due to the serious health risks associated with asbestos it is essential that exposure to it is effectively managed.

**Types of asbestos**

Asbestos is commonly referred to by three types:

- chrysotile ("white" asbestos - belonging to the serpentine group)
- crocidolite ("blue" asbestos - belonging to the amphibole group)
- amosite ("brown" or "grey" asbestos - belonging to the amphibole group)

Under the law, asbestos-containing materials (ACM's) are divided into two types:

- **bonded asbestos-containing material** (bonded asbestos) contains a bonding compound reinforced with asbestos fibres
- **friable asbestos-containing material** (friable asbestos) is unbonded asbestos-containing material that, when dry, is or may become crumbled, pulverised or reduced to powder by hand pressure.

**Bonded asbestos**

**Bonded asbestos** can be found in new products such as asbestos cement sheeting commonly used in building materials between 1940s to the late 1980s and for recycled products until into the 1990's.

Other bonded asbestos products include:

- profiled sheets used on roofs and walls and flat sheets in flashings
- imitation brick cladding
- roof shingles
- water or flue pipes
- plaster patching compounds
- textured paint
- vinyl floor tiles
- friction products such as brake shoes, disc pads, clutch housings or elevator brakes.

From 1 July 2006, removal of 10m<sup>2</sup> or more of bonded asbestos can only be done by a holder of a 'B' class licence (by 31 December 2013 this licence will need to be given under the new 2011 regulation).

'B' class licences are issued to applicants who can demonstrate they are familiar with the practices and procedures for removing bonded asbestos set out in the asbestos removal code.

Competency can be demonstrated by:

- producing a certificate for asbestos removal work issued under the *Workplace Health and Safety Regulation from 1 July 2006*
- producing a statement of attainment issued by a registered training organisation for a course which covers competencies for the removal of bonded asbestos material as set out in *Code of Practice for the Safe Removal of Asbestos 2nd Edition [NOHSC:2002(2005)]*
- passing an exam assessed by an authorised accredited provider or registered training organisation.





A person who removes less than 10m<sup>2</sup> of bonded asbestos material does not require a licence, however, that person must be competent and comply with the practices procedures and requirements set out in the asbestos removal code.

### **Friable asbestos**

Friable asbestos is easily crumbled or reduced to powder by hand.

Common forms of friable asbestos materials include:

- sprayed on fireproofing/soundproofing/thermal insulation
- acoustic plaster soundproofing
- thermal insulation (not sprayed on).

Currently, under the law, all friable asbestos removal work can only be done:

- by certified asbestos removalists who hold a licence to perform asbestos removal work
- as set out in the asbestos removal code.

From 1 July 2006 removal of any friable asbestos can only be done by a holder of an 'A' class licence (by 31 December 2013 this licence will need to be given under the new 2011 regulation)

### **Identification of Asbestos Materials**

It is often very difficult to identify the presence of asbestos by sight. The only way to be certain is to have a sample of the material analysed by a laboratory.

Sampling of anything you suspect may contain asbestos is itself hazardous and should only be done by a competent person, and analysed only in accredited laboratories.

More information on identifying asbestos and where this can be done is available from the National Association of Testing Authorities (NATA).

### **Asbestos in the workplace**

Part 8 of the Work Health Safety Regulation asbestos management code requires that PCBU's must ensure all asbestos-containing materials (ACM) in their workplaces are identified, as far as practicable.

### **Risk assessments**

#### **Asbestos to be identified or assumed at workplace**

- (1) A person with management or control of a workplace must ensure, so far as is reasonably practicable, that all asbestos or ACM at the workplace is identified by a competent person.
- (2) A person with management or control of a workplace must—
  - a. if material at the workplace cannot be identified but a competent person reasonably believes that the material is asbestos or ACM—assume that the material is asbestos; and
  - b. if part of the workplace is inaccessible to workers and likely to contain asbestos or ACM—assume that asbestos is present in the part of the workplace.
- (3) Subsection (1) does not apply if the person—
  - a. assumes that asbestos or ACM is present; or
  - b. has reasonable grounds to believe that asbestos or ACM is not present.
- (4) If asbestos or ACM is assumed to be present at a workplace, it is taken to be identified at the workplace.



**Analysis of sample**

- (1) A person with management or control of a workplace may identify asbestos or ACM by arranging for a sample of material at the workplace to be analysed for the presence of asbestos or ACM.
- (2) If a person with management or control of a workplace arranges for an analysis, the person must ensure that the sample is analysed only by—
  - (a) a NATA-accredited laboratory accredited for the relevant test method; or
  - (b) a laboratory approved by the regulator in accordance with guidelines published by Safe Work Australia; or
  - (c) a laboratory operated by the regulator.

**Presence and location of asbestos to be indicated**

A person with management or control of a workplace must ensure that—

- (a) the presence and location of asbestos or ACM identified at the workplace under section 422 is clearly indicated; and
- (b) if it is reasonably practicable to do so, indicate the presence and location of the asbestos or ACM by a label.

**Asbestos register**

- 1) A person with management or control of a workplace must ensure that a register (an asbestos register) is prepared and kept at the workplace.
- 2) The person must ensure that the register is maintained to ensure the information in the register is up to date.
- 3) The asbestos register must—
  - (a) record any asbestos or ACM identified to be at the workplace under section 422, or likely to be present at the workplace from time to time including—
    - i. the date on which the asbestos or ACM was identified; and
    - ii. the location, type and condition of the asbestos or ACM; or
  - (b) state that no asbestos or ACM is identified at the workplace if the person knows that no asbestos or ACM is identified, or is likely to be present from time to time, at the workplace.
- 4) The person is not required to prepare an asbestos register for a workplace if a register has already been prepared for that workplace.
- 5) (5) Subject to subsection (6), this section applies to buildings whenever constructed.
- 6) (6) This section does not apply to a workplace if—
  - (a) the workplace is a building that was constructed after 31 December 2003; and
  - (b) no asbestos has been identified at the workplace; and
  - (c) no asbestos is likely to be present at the workplace from time to time.

If asbestos-containing materials (ACM) are identified in a workplace, the PCBU must ensure the risks are assessed:

A risk assessment allows informed decisions to be made about control measures, induction and training, air monitoring and health surveillance requirements for a workplace with ACM present.

The risk assessment should take into consideration the information held in the register of ACM, including:

- the condition of the ACM (whether it is friable or bonded and stable, and whether it is liable to damage or deterioration)
- the likelihood of exposure
- whether the nature or location of any work to be done is likely to disturb the ACM.

**Principles of Asbestos Management****Control Measures**

If a building or essential plant in or on a building has asbestos materials installed in it, the owner of the building or plant must ensure policies and procedures are established—

- (a) to prevent the exposure of persons in the building to the asbestos materials; or
- (b) if exposure to the asbestos materials can not be prevented, to minimise the exposure of persons in the building to the materials.



The policies must discuss—

- (a) the steps that can be taken to restrict access to, and prevent disturbance of, the asbestos materials; and
- (b) work practices in the vicinity of the asbestos materials; and
- (c) requirements for reassessment of the asbestos materials at regular intervals of at least 1 year and earlier if the nature or location of work in the vicinity of the asbestos materials changes.

If the asbestos materials—

- (a) are friable, poorly bonded or unstable, for example because of damage or deterioration, the owner must ensure the asbestos materials are enclosed, sealed or removed; or
- (b) are to be removed, the owner of the building must ensure an asbestos removalist removes the asbestos materials.

A PCBU must give a copy of the register to---

- (i) any employer worker who proposes to carry out work involving dismantling a part of the building; and
- (ii) if the building or a part of it or essential plant in or on it is to be demolished--give a copy of the register to the principal contractor for the construction workplace; and
- (iii) on the sale of the building, give the register to the buyer of the building.

If work mentioned above affects a part of the building in which the PCBU knows asbestos materials exist, the owner must, as soon as practicable after the work is complete, ensure an appropriately qualified person inspects the building and gives the owner a report stating-

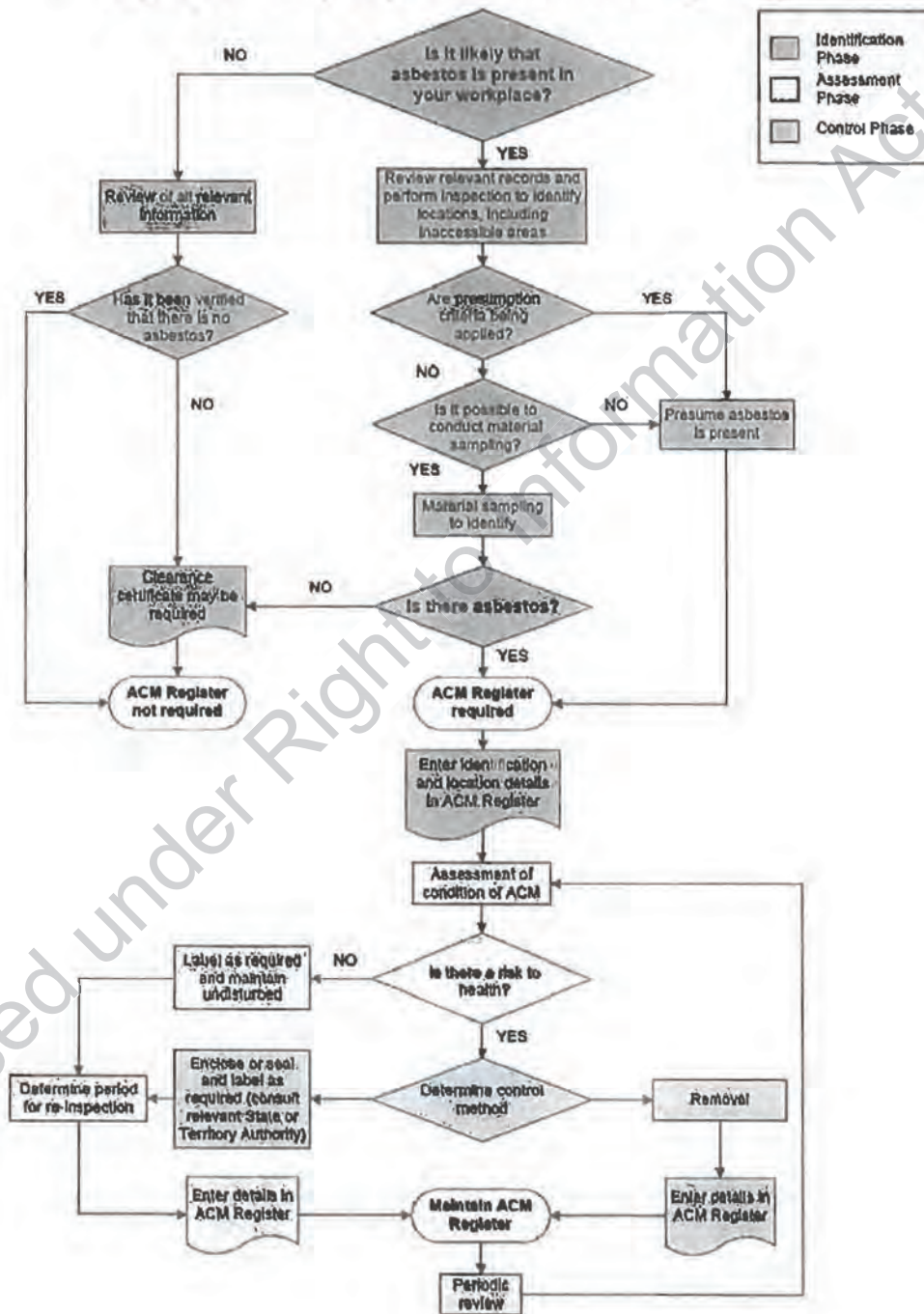
- (a) whether there are still asbestos materials in the building; and
- (b) if there are still asbestos materials in the building, whether the condition of the materials requires that-
  - i) stated action should be taken under the regulations to minimise the risk of exposure to the materials; and
  - ii) the entries in the asbestos materials register should be changed and if so, in what way.

As soon as practicable after receiving the report, the owner must make any reasonably necessary changes to the asbestos materials register.

General Principles

National Occupational Health and Safety Commission

Figure 1. General principles of an asbestos management plan



Released under Right to Information Act 2009



These principles of asbestos management have been adapted from general principles published by the National Occupational Health and Safety Commission (1988).

These principles are summarised below:

1. The ultimate goal is for the Common Property to be free of asbestos.
2. Asbestos removal may not be immediately necessary, but must be completed before a structure, or part of a structure, is demolished.
3. Removal of asbestos should be subject to priority setting, determined by the condition and location of the asbestos as well as scheduled refurbishment works. Asbestos presents a risk only when it is airborne. The risk to health increases as the number of fibres inhaled increases.
4. Wherever practicable, substitutes shall be found for asbestos products. Such substitutes shall be thoroughly evaluated before use, to ensure that they do not constitute a health hazard. Ultimately, all asbestos products should be eliminated.
5. Asbestos which has been incorporated into a stable matrix can be found in many working environments. Provided the matrix remains stable and no airborne dust is produced, it presents a negligible health risk.
6. The presence of asbestos should be identified.
7. No person shall be exposed to the risk of inhalation of asbestos in the course of their engagement without being provided with full information of the occupational health and safety consequences of exposure and appropriate control strategies.
8. At present it is not possible to assess whether there is a level of exposure to asbestos in humans below which an increased risk of cancer would not occur. Accordingly, exposure to asbestos should always be kept to a minimum.
9. Asbestos removalists and maintenance workers in an asbestos environment must be suitably protected.
10. The recognised occupational exposure standard for asbestos is that adopted by the National Occupational Health and Safety Commission. The method used to measure exposure to asbestos is the Membrane Filter Method as endorsed by the National Commission.
11. Where appropriate, products containing asbestos shall be labelled accordingly.
12. The spraying of asbestos shall be prohibited. All future use of asbestos for insulation purposes shall be prohibited.

The general principles of asbestos management are broadly covered by four separate phases. These are:

1. Identification phase;
2. Evaluation phase;
3. Control phase; and
4. On-going monitoring/re-assessment

Procedures need to be designed and implemented to appropriately control any asbestos hazard, to ensure that personnel are not exposed to asbestos to an extent likely to cause danger to health. The procedures required may include:

- a) removal;
- b) substitution;
- c) engineering controls;
- d) safe working procedures;
- e) personal protective equipment;
- f) cleaning, decontamination and waste disposal;
- g) education;
- h) environmental monitoring; and
- i) medical surveillance.



### Principles of Control of Asbestos Hazards

The control of asbestos hazards should utilise the most appropriate method applicable to the particular circumstances. Based upon the assessment of the condition of the asbestos, its potential to suffer damage or mechanically degrade, and the likelihood of exposing people to airborne asbestos, the following control strategies are relevant :

- Leave in situ (defer action);
- Encapsulation;
- Enclosure; and
- Removal

These control strategies are discussed below:

#### Leave in Situ (defer action)

The identification of asbestos in a building does not automatically necessitate its immediate removal. Asbestos in a stable condition and not prone to mechanical damage can generally remain in situ. The asbestos will need to be inspected on a regular basis (every two to five years, depending on risk) to ensure its integrity is maintained, should be labelled with an appropriate warning, and must be removed under controlled conditions prior to demolition or refurbishment works that may disturb the asbestos.

#### Encapsulation or Sealing

Encapsulation refers to the coating of the outer surface of the asbestos material by the application of some form of sealant compound that usually penetrates to the substrate and hardens the material. Sealing is the process of covering the surface of the material with a protective coating impermeable to asbestos. Encapsulation or sealing helps protect the asbestos from mechanical damage, and is designed to reduce the risk of exposure by inhibiting the release of asbestos fibres into the airborne environment, and increase the length of serviceability of the product. The use of encapsulation or sealing may be of limited application. **It is not considered to be an acceptable alternative to repairing or removing severely damaged asbestos materials.**

#### Enclosure

Enclosure involves installing a barrier between the asbestos material and adjacent areas. This is effective in inhibiting further mechanical damage to the asbestos, and friable products such as calcium silicate pipe lagging or sprayed limpet asbestos may be targeted for enclosure where removal is not an option. The type of barrier installed may include plywood or sheet metal products, constructed as a boxing around the asbestos.

#### Removal

Removal of asbestos must be performed under certain controlled conditions, depending on the type of asbestos product to be removed. Removal is considered preferable to the other abatement options such as enclosure or encapsulation, as it eliminates the hazard from the work place. The removal process, however, does pose an increased risk to personnel engaged in the removal, and may result in increased air-borne fibre levels in adjacent occupied areas if the removal program is not strictly controlled. Asbestos removal is generally an expensive exercise, and can cause major disruptions to building occupants. The removal of asbestos is considered appropriate when the asbestos product is deteriorated, has reached an unserviceable condition, or is at risk of being disturbed, and the other control options are not feasible. Where demolition or refurbishment works are to occur, and this work is likely to impact on asbestos materials, the asbestos must be removed under controlled conditions prior to the commencement of any site works.



### Safe Work Practices

The appendices of the asbestos management code contain specific instructions for how to safely work with ACM which **must be followed** for:

- drilling of asbestos-containing materials
- sealing, painting, coating and cleaning of asbestos cement products
- cleaning leaf litter from the gutters of asbestos cement roof
- replacing cabling in asbestos cement conduits or boxes
- working on electrical mounting boards (switchboards) containing asbestos
- inspection of asbestos friction materials

Wherever possible, **dry ACM should not be worked on.**

### Techniques

Techniques to prevent or minimise the generation of airborne asbestos fibres include:

- the wetting of ACM using surfactants or wetting agents such as detergent water
- the use of thickened substances, pastes and gels, such as hair gel or shaving cream, to cover the surfaces of ACM that are to be worked on (these substances should be compatible with the condition of use, including temperature, and not pose a health risk)
- the use of shadow vacuuming
- performing the task in a controlled environment e.g. a ventilated enclosure.

Ensure that the work has been assessed for any electrical hazards that may result from the use of water or other liquids. If an electrical hazard exists, primary consideration should be given to removing the ACM, rather than relying on dry work methods.

More information on safe maintenance can be found in the **HOW TO MANAGE AND CONTROL ASBESTOS IN THE WORKPLACE - Code of Practice 2011.**

### Tools

- High-speed abrasive power and pneumatic tools such as angle grinders, sanders and saws and high-speed drills **must never be used.**
- Manually operated hand tools should be used wherever possible.
- Low-speed battery-powered tools should only be used where manually operated hand tools cannot provide sufficient physical force to perform the work.
- At the end of the work all tools must be:
  - fully decontaminated
  - placed in sealed containers
  - disposed of as asbestos waste.

More information on tools can be found in section 11.6 of the **HOW TO MANAGE AND CONTROL ASBESTOS IN THE WORKPLACE - Code of Practice 2011** and the **HOW TO SAFELY REMOVE ASBESTOS Code of Practice 2011**

### Personal protective equipment (PPE)

The risk assessment should determine the need for and the appropriate types and levels of PPE. This includes respiratory equipment.

All respiratory protection equipment should meet the requirements of AS/NZS 1716 Respiratory Protective Devices.

More information on PPE is available from:

- workplace health and safety subject - personal protective equipment
- **HOW TO MANAGE AND CONTROL ASBESTOS IN THE WORKPLACE - Code of Practice 2011** and the **HOW TO SAFELY REMOVE ASBESTOS Code of Practice 2011**

**Asbestos vacuum cleaners**

- Household vacuum cleaners **must never be used** where asbestos is or may be present - even if it has a HEPA filter.
- PPE should be worn whenever an asbestos vacuum cleaner is opened to change the bag or filter, or to perform other maintenance.
- Asbestos vacuum cleaners should only be emptied by a competent person:
  - with the correct PPE
  - in a controlled environment
  - in compliance with the manufacturer's instructions.
- Wherever possible, asbestos vacuum cleaners should not be hired as they can be difficult to fully decontaminate.
- Hiring may be more viable in some cases, e.g. when a one-off maintenance task is required.
- Asbestos vacuum cleaners should only be hired from organisations that provide vacuum cleaners specifically for work with asbestos.

More information on vacuum cleaners is available in **HOW TO MANAGE AND CONTROL ASBESTOS IN THE WORKPLACE - Code of Practice 2011** and the **HOW TO SAFELY REMOVE ASBESTOS Code of Practice 2011**.

**Decontamination**

The type of decontamination required depends on the type of asbestos (friable or non-friable), the work method used and the site conditions.

There are two procedures for **workplace decontamination**:

- wet decontamination - using wet rags to wipe down contaminated areas
- dry decontamination - involves carefully rolling or folding up and sealing plastic sheeting and/or vacuuming the asbestos work area with an asbestos vacuum cleaner. This method should only be used where wet methods are not suitable or pose a risk because of electricity or slippage.

If extensive contamination has occurred, an asbestos removalist should be engaged to perform the decontamination. Clearance monitoring may be required.

All **tools, equipment and reusable respirators** used during the work should be dismantled (where appropriate) and decontaminated. This should be done using either wet or dry decontamination methods.

**Personal decontamination** must be undertaken every time a worker leaves the asbestos work area and again when the asbestos task is completed.

More information on decontamination procedures can be found in section **HOW TO SAFELY REMOVE ASBESTOS Code of Practice 2011**.

**Clearance inspections**

A risk assessment should determine whether a clearance inspection is required on completion of the asbestos task.

If required these inspections must be carried out by a licensed asbestos assessor and include:

- visual inspections
- clearance monitoring
- settled dust sampling.

More information on these types of inspections is available in the **HOW TO SAFELY REMOVE ASBESTOS Code of Practice 2011**.

**Waste removal and disposal**

Asbestos waste should always be removed and disposed of by a competent person. This includes contaminated PPE and cleaning materials used in the work.

Asbestos waste can be collected and disposed of in:

- asbestos waste bags
- solid, sealable asbestos waste containers such as bins or drums, if storage is required.





Controlled wetting of asbestos waste should be used to reduce the possibility of dust emissions during the bagging or containment of the waste.

#### Information for householders and renovators

Materials containing asbestos were used in many homes before they were banned from use most states by the mid 1990's.

Asbestos was typically used in fibro roofs, walls and soffits. In many houses fibro was also used internally for wet areas such as kitchens, bathrooms and laundries. Asbestos cement can also be found in flat sheets, profiled sheets, corrugated sheets, shingles, compressed sheets, rigid board insulation and building products such as pipes and guttering.

Second hand materials or products containing asbestos can also have been installed or used after asbestos was banned and may be found in newer homes.

An extensive list of examples of asbestos-containing materials is available in the **HOW TO MANAGE AND CONTROL ASBESTOS IN THE WORKPLACE - Code of Practice 2011**.

It is often very difficult to identify the presence of asbestos by sight. The only way to be certain is to have a sample of the material analysed by a laboratory.

Sampling of anything you suspect may contain asbestos is itself hazardous and should only be done by a competent person, and analysed only in accredited laboratories.

More information on identifying asbestos and where this can be done is available from the National Association of Testing Authorities (NATA).

Householders and renovators can manage the risks of asbestos by:

- being aware of what asbestos is and where it can be found
- having suspect materials tested (by a competent person) or by treating suspect materials as if they contain asbestos
- being aware of the responsibilities of clients (which can include householders and renovators) and the responsibilities of asbestos removalists under the Code of Practice **HOW TO SAFELY REMOVE ASBESTOS**.
- ensuring that work removing any amount of friable asbestos is done by a certified asbestos removalist (holding either a current licence for an 'A' class licence for asbestos removal work issued from 1 January 2006 or class A asbestos removal licence under the WHS Regulation 2011 by 31 December 2013) ensuring that from 1 July 2006 removal of 10m<sup>2</sup> or more of bonded asbestos or asbestos-contaminated dust or debris associated with the removal of more than 10 m<sup>2</sup> of non-friable asbestos or asbestos containing material is done by a certified removalist (holder of a 'B' class licence)
- ensuring that removal of less than 10m<sup>2</sup> of bonded asbestos is done as described in the **Code of Practice HOW TO SAFELY REMOVE ASBESTOS**.
- ensuring that any work done with bonded asbestos is done as described in the **HOW TO MANAGE AND CONTROL ASBESTOS IN THE WORKPLACE - Code of Practice 2011**.

#### Disposal of Asbestos

Normally, disposal of asbestos materials will be the responsibility of the contractor engaged by the Body Corporate to perform any asbestos abatement works. The disposal of any asbestos materials off site will be in accordance with the Worksafe Australia Code of Practice, local authority and legislative requirements.



**Glossary**

ACM	See asbestos containing material
Air monitoring	Air Monitoring means airborne asbestos fibre sampling to assist in assessing exposures and the effectiveness of control measures. Air monitoring includes exposure monitoring, control monitoring and clearance monitoring. Note: Air monitoring should be undertaken in accordance with the Guidance Note on the Membrane Filter Method for Estimating Airborne Asbestos Fibres [NOHSC:3003 (2005)]
Airborne asbestos fibres	Any fibres of asbestos small enough to be made airborne. For the purposes of monitoring airborne asbestos fibres, only respirable asbestos fibres (those less than 3 microns wide, more than 5 micron long and with a length to width ratio of more than 3 to 1) are counted.
Amosite	Grey or brown asbestos
Asbestos Containing Material	Any material, object, product or debris that contains asbestos.
Asbestos Register	Inventory of ACM by type, form, location, risk and required action.
Asbestos Removalist	A competent person who performs asbestos removal work. Note: an asbestos removal licence is required in all State and Territory jurisdictions for friable ACM.
Asbestos Survey and Management Plan	Document covering the identification, risk evaluation, control and management of identified asbestos hazards, developed in accordance with NOHSC: 2018(2005).
Asbestos	The fibrous form of mineral silicates belonging to the serpentine and amphibole groups of rock-forming minerals, including actinolite, amosite, anthophyllite, chrysotile, crocidolite, tremolite or any mixture containing one or more of the mineral silicates belonging to the serpentine and amphibole groups.
Asbestos-cement (AC)	Products consisting of sand aggregate and cement reinforced with asbestos fibres (e.g. asbestos cement pipes and flat or corrugated asbestos cement sheets).
Bonded asbestos	ACM that is bonded into a stable matrix and cannot be reduced to a dust by hand pressure.
Chrysotile	See asbestos containing material
Clearance inspection	An inspection, carried out by a competent person, to verify that an asbestos work area is safe to be returned to normal use after work involving the disturbance of ACM has taken place. A clearance inspection must include a visual inspection, and may also include clearance monitoring and/or settled dust sampling.
Clearance monitoring	Air monitoring using static or positional samples to measure the level of airborne asbestos fibres in an area following work on ACM. An area is 'cleared' when the level of airborne asbestos fibres is measured as being below 0.01 fibres/million
Competent person	A person possessing adequate qualifications, such as suitable training and sufficient knowledge, experience and skill, for the safe performance of the specific work.
Control monitoring	Air monitoring, using static or positional to measure the level of airborne asbestos fibres in an area during work on ACM. Control monitoring is designed to assist in assessing the effectiveness of

	control measures. Its results are not representative of actual occupational exposures, and should not be used for that purpose.
Crocidolite	Blue asbestos
Exposure monitoring	Air monitoring in the breathing zone to determine a person's likely exposure to a hazardous substance. Exposure monitoring is designed to reliably estimate the person's exposure, so that it may be compared with the National Exposure Standard.
Friable asbestos	Asbestos containing material which when dry is or may become crumbled, pulverised or reduced to powder by hand pressure.
In situ	Fixed or installed in its original position, not having been removed. Areas which are difficult to access, such as wall cavities and the interiors of plant and equipment.
Inaccessible areas	As a general rule, an inaccessible area is an area that cannot be accessed during normal daily activities or routine maintenance.
Licensed Class A Asbestos Assessor	Person who is qualified to undertake the identification and assessment of asbestos and provide recommendations on its safe management.
Licensed Class B Asbestos Assessor	Person who is qualified to undertake the identification of asbestos.
Membrane	A flexible or semi-flexible material, which functions as the waterproofing component in a roofing or waterproofing assembly.
NATA	National Association of Testing Authorities (NATA)
NOHSC (now ASCC)	National Occupational Health and Safety Commission (now known as Australian Safety and Compensation Council)
SWMS	Safe Work Method Statement

## SECTION 6 – REPORT PROCESS AND CONTENT

### REPORT BASIS

The basis of this report is an inspection of the **common property** areas of the scheme. This report is not an all encompassing report dealing with the scheme common areas from every aspect. It is a reasonable attempt to identify any asbestos containing materials upon common property areas of the scheme. This report is not a certificate of compliance with respect to any Act, Regulation, Ordinance or By-law. The report is not a structural report and should you require any advice of a structural nature we recommend that a structural engineer be engaged.

The inspection of the common property of the scheme is a visual inspection only limited to those areas of the common property that are fully accessible from the common areas (i.e. we will not be entering individual lots to access common areas) and visible to the inspector at the time of inspection. The inspection did not include breaking apart, dismantling, removing or moving any element of the building and items located on the common property and as such no assessment is made at the time of inspection. Areas include service ducts, risers; inside plant particularly where specialist tools and expertise are required, wall ceiling and subfloor cavities, beneath finished floor surfaces or coverings, underground or in cavity pipe work and external areas of the building more than 2.5 above the finished ground level

The report does not and cannot make comment upon: asbestos containing materials that may have been concealed; the assessment of which may rely on certain weather conditions; the presence or absence of timber pests; gas fittings; heritage concerns; fire protection; site drainage; security concerns; detection and identification of illegal building work; durability of exposed finishes; the are present in the roof space and under floor space.

The inspector will identify and assess hazards relating to the static condition of asbestos containing materials on the common property and then recommend remedial action or the introduction of a suitable control measure.

The Asbestos Report commissioned by the client was non-destructive and non-intrusive in nature. This type of commission limits or restricts access to the building structure, some surfaces and materials.

The survey undertaken was limited to those common areas available for access at the time of the inspection of the premises. Only the common areas accessible to the surveyors at the time of the inspection are included in this Asbestos Report.

Unless specifically noted, the survey did not cover exterior ground surfaces and sub-surfaces (e.g. infill soil) or materials other than normal building fabric such as materials in laboratories or special purpose facilities.

At the time of survey no access was gained to material and/or void areas located behind, above, or attached to any sampled or assumed ACM.

No absolute determination can be made regarding the possibility of concealed or inaccessible asbestos containing materials or items in the areas and equipment listed in the tables above until access is gained to allow for inspection.

Materials and equipment in any non-accessed area should therefore be assumed to contain ACM, and be treated appropriately until assessment and sample analysis confirm otherwise.

Samples were not taken where the act of sampling would endanger the surveyor(s) or affect the structural integrity of the item concerned.



The presence of ACM to pipe work that is not readily visible, or that would require the full removal and replacement of overlying non-asbestos insulation to confirm, has not been investigated.

This Asbestos Report, although extensive, is not intended for and must not be used as a specification or method statement for any future asbestos removal project. In this instance detailed plans, quantities etc. would be required.

Before any refurbishment or hazardous material removal projects, the contractor(s) carrying out the work must fully acquaint themselves with the extent of the asbestos containing materials, particularly in those areas which may need full or partial demolition in order to determine the exact extent and location of such materials.

Care should be taken when demolishing or excavating to determine the existence or otherwise of asbestos containing materials. For example subsurface pipes and drains, revealed through excavation may be constructed of asbestos cement. Wherever a material is uncovered or revealed and it is suspected to be hazardous, it should be assumed to be hazardous and treated appropriately until such time as assessment and sample analysis of the material confirms otherwise.

Building work must cease in the immediate vicinity of the suspect material and a Class A Asbestos Assessor must issue a Clearance Certificate before the building work can recommence in the affected area.

This report is based on the information obtained by QIA Group Pty Ltd at the time of building inspection. QIA Group Pty Ltd will not update this report, nor take into account any event(s) occurring after the time that its assessment was conducted.

As both the range and use of manufactured products containing asbestos was extremely widespread, QIA Group Pty Ltd cannot accept responsibility for any consequential loss or damage that results from non-recognition of a material that may later be established to contain asbestos. For example, certain textured wall and ceiling finishes may contain small traces of asbestos fibre. In situ, textured finishes are often composed of assorted batches of product, or may have been repaired/patched at various times. It is therefore always a possibility that the samples collected may not always be representative of the entire material.

Under normal construction practices some materials are "built in" or "randomly applied". These materials are therefore not readily accessible and can only be exposed through demolition or damage to the structure or finishes. Access to a material may also be prevented or restricted by equipment that is in operation or where to obtain access contravenes a relevant statutory requirement or code of practice (e.g. electrical switchboards). Consequently, while all reasonable care and attention was taken in compiling this report no guarantee to its completeness can be given.

QIA Group Pty Ltd has taken all care to ensure that this report includes the most accurate information available. Where it uses test results prepared by a third party it relies on the accuracy of the test results in preparing this report. In providing this report QIA Group Pty Ltd does not warrant the accuracy of such third party test results.

- (a) All implied conditions, warranties and rights are excluded from the services offered, except for those which cannot be excluded by virtue of law. Where any condition, warranty or right is implied by law and cannot be excluded, we limit our liability for breach of, or other act contrary to, that implied condition, warranty or right:



- (i) in connection with the supply of goods, to one or more of the following (as we may determine):
    - (A) replacement of the goods or supply of equivalent goods;
    - (B) repair of the goods;
    - (C) payment of the cost of replacing the goods, or of acquiring equivalent goods; or
    - (D) payment of the cost of having the goods repaired;
  - (ii) in connection with the supply of services, to one of the following (as we may determine):
    - (A) supplying of the services again; or
    - (B) payment of the cost of having the services supplied again; and
  - (iii) otherwise to the extent permitted by law.
- (b) Subject to clause (a), and despite any implication arising from report provided, we are not, and will not be, liable to you in contract, in tort (including negligence), under any statute (to the extent permitted by law), or otherwise for, or in respect of, any indirect or consequential loss or damage.

Subject to clause (a) and despite any implications arising from the report provided, our total and aggregate liability in contract, in torts (including negligence), under statute (to the extent permitted by law), or otherwise for, or in respect of, any direct loss or damage arising out of any breach or other act or omission in connection with any Services, will not exceed the fees for those particular Services.

We reserve the right to amend this report and the opinions expressed in this report in light of any additional information that might be received or made available after the date of this report.

#### BUILDING APPROVALS

The inspector will rely on any and all building inspections and approvals given by the relevant authority in relation to the construction and completion of the scheme buildings and land.

#### LIFT CONTROL ROOMS and AIR CONDITIONING DUCTING

Should the building contain lifts or ducted air-conditioning systems as part of the common property plant and equipment no assessment will be made of said systems unless the relevant mechanical services or lift service contractors provide access to the heater banks and control room or provide a written report as to the presence, type and condition of any asbestos containing materials in the plant or rooms in question.

#### FIRE RATED DOORS

We will assume that fire rated doors will be tagged to indicate that they are fire rated doors, untagged doors will be presumed to be non-fire rated. Non fire rated doors were not known to have contained asbestos, whereas fire rated doors often contained asbestos materials. Given that we do not break apart or dismantle fire rated doors we will presume that fire rated doors contain asbestos particularly if they were manufactured prior to 1990.



## SECTION 7 – QUOTATIONS

1 March 2016

The Owners for Old Wintergarden Building  
C/-: Precision Body Corporate Management

Dear Committee Members:

Property Name/ Address: ***Old Wintergarden Building,  
2 Maryborough Street, Bundaberg, Qld, 4670***

Plan Number: **28385**

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### **Summary of quotations needed for compliance with Work Health Safety Act 2011 Part 8 relating to Asbestos management and record keeping**

1. Return visit to site to label Asbestos Containing Materials identified in our report and erect general warning labels, if an enclosure is located onsite we will also install a copy of the report/register and contractor plan into the enclosure: **\$224.00 (incl. GST)**
2. Provision of a **small** lockable wall mounted cabinet (Installed), complete with 003 lock and key for the keeping of the onsite Asbestos Records): **\$420.00 (incl. GST)**



QIA Group Pty Ltd

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### Quotation Explanations

- 1. QIA Group Pty Ltd is pleased to provide the following quotation for the provision of a compliant Asbestos Materials labelling service in accordance with Part 8 of the Work Health and Safety Act 2011 and HOW TO MANAGE AND CONTROL ASBESTOS IN THE WORKPLACE - Code of Practice 2011.**

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Return to site and label representative Asbestos Containing Materials identified in our report where safe to do so. | <input checked="" type="checkbox"/> Apply general warning labels to enclosure and install acrylic Asbestos Containing Material Register sign near entry to complex. |
| <input checked="" type="checkbox"/> If a records enclosure is installed onsite we will also install a copy of the report/register onsite.               |   |

- 2. QIA Group Pty Ltd is pleased to provide the following quotation for the provision of a small lockable wall mounted cabinet (installed), complete with 003 lock and key for the keeping of the onsite Asbestos Safety Records in accordance Part 8 of the Work Health and Safety Act 2011 and HOW TO MANAGE AND CONTROL ASBESTOS IN THE WORKPLACE - Code of Practice 2011.**

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Supply and install 1 x B&R box 400mm H x 300mm W x 150mm D:   | <input checked="" type="checkbox"/> Box to be located externally where possible next to the main switchboard to allow for easy access by local authority inspectors and nominated contractors |
| <input checked="" type="checkbox"/> <b>IP66 rated</b> , so the contents of the box will be fully <b>protected from dust and water ingress</b> (except if immersed). This means your records which are required to be kept for at least 2 years onsite will be well protected. | <input checked="" type="checkbox"/> Fitted with 003 lock to restrict access to those contractors provided with a 003 key.   |
|   | <input checked="" type="checkbox"/> Steel enclosure light grey in colour  |

If there is anything further we can assist with, please do not hesitate to contact one of the team at your earliest convenience.

Warm Regards

**The team at QIA Group Pty Ltd**



QIA Group Pty Ltd

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**APPENDIX 1 – N.A.T.A. LABORATORY RESULTS**



Fibre Identification Certificate of Analysis					
Report Number: T-00058	Date of Report: 29/02/2016	Samples Taken by: Client	Page 1 of 1		
Client Details			Laboratory Details		
Client: QIA			Address: 140 Gladstone Street, Fyshwick, Canberra 2609		
Attention: <b>Category B</b>			Manager: <b>Category B</b>		
Received: 26/02/2016			Telephone: 02 6239 5656		
Client Reference: 2 Maryborough Street Bendaberg QLD - 108701			Fax: 02 6239 5669		
Email: info@qiaqgroup.com.au			Email: hazmat@robsonenviro.com.au		
Test Specification(s) Employed: AS4984 (2004) & In-House Procedure No.2					
Methodology Summary					
<p>Samples of material are examined to determine the presence of asbestos fibres using AS4984 (2004) &amp; In-House Procedure No.2 Lab. Qualitative identification of chrysotile, amosite and crocidolite in bulk samples by Polarised Light Microscopy (PLM) in conjunction with Dispersion Staining (DS). Unequivocal identification of asbestos mineral species is made by assessing fibre properties to see whether the values are typical and consistent with published data. This provides a reasonable degree of certainty to determine whether a fibre under investigation is asbestos or not. Careful application of the test procedure provides sufficient diagnostic clues to allow unequivocal identification of asbestos types, and so, to determine whether a sample contains asbestos or not. If sufficient diagnostic clues are absent, then positive identification of fibrous asbestos is not possible.</p>					
Client Supplied Samples					
<p>Robson Environmental is not responsible for the accuracy or competence of sampling carried by third parties. Sample location(s) and/or sample type(s) of third party samples delivered to the laboratory are given by the client at the time of delivery. Under these circumstances, Robson Environmental cannot be held responsible for the interpretation of the results shown. When the test certificate indicates that bulk samples were taken by the client, they are outside the scope of our NATA Accreditation for sampling. Robson Environmental takes responsibility of information reported only when a staff member takes the sample(s).</p>					
Reporting of Results					
<p><b>*Asbestos Detected:</b> Asbestos detected by Polarised Light Microscopy (PLM), including Dispersion Staining (DS)</p> <p><b>No Asbestos Detected:</b> No Asbestos detected by Polarised Light Microscopy (PLM), including Dispersion Staining (DS)</p> <p><b>UMF Detected:</b> Mineral fibres of unknown type detected by Polarised Light Microscopy (PLM), including Dispersion Staining (DS). Confirmation by another independent analytical technique may be necessary.</p> <p><b>"Hand-picked"</b> refers to small discrete amounts of asbestos unevenly distributed in a large body of non-asbestos material.</p> <p><b>Limit of Detection &amp; Reporting Limit</b></p> <p>Known limitations of the test procedure using Polarised Light Microscopy (PLM) are:</p> <ul style="list-style-type: none"> <li>PLM is a qualitative technique only;</li> <li>It does not cover identification of airborne or water-borne asbestos;</li> <li>The less encountered asbestos mineral fibres actinolite, anthophyllite and tremolite exhibit a wide range of optical properties that preclude unequivocal identification by PLM and Dispersion Staining (DS). Thus, the method is used to positively identify the three major asbestos minerals: amosite ("brown"), chrysotile ("white") and crocidolite ("blue");</li> <li>Valid identification requires that the sample material contains a sufficient quantity of the unknown fibres in excess of the practical detection limit used (in this case, PLM and Dispersion Staining, which has a calculated practical detection limit of 0.01-0.1% equivalent to 0.1-1µg (AS4984-2004:App. A4).</li> </ul> <p>Results relate only to the sample(s) submitted for testing.</p> <p>Test report must not be reproduced except in full.</p> <p>Accredited for compliance with ISO/IEC 17025</p>					

Sample No.	Client Ref.	Location	Physical Structure	Sample Description	Analysis of Fibrous Content
001		Switchboard becking	Insulating board	3g	Chrysotile Asbestos Detected
002		Gym wall	Cement sheet	<1g	No Asbestos Detected
003		Infill window right hand side exterior	Cement sheet	1g	No Asbestos Detected

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Robson Approved Identifier  
Morgan Leach



Accredited for compliance with ISO/IEC 17025

**Category B - Contrary to Public Interest (47(3)(b) RTI Act)**

Robson Approved Signatory  
Morgan Leach

The results of the tests, calibrations and/or measurements included in this document are traceable to Australian/national standards

Robson Environmental Pty Ltd - ABN: 55 008 660 900 - www.robsonenviro.com.au  
p: 02 6239 5656 - f: 02 6239 5669 - admin@robsonenviro.com.au  
PO Box 112 Fyshwick ACT 2608 - 140 Gladstone Street Fyshwick ACT 2609



Client: QIA T-00058\_2 Maryborough Street Bendaberg QLD - 108701-Fibre Identification Certificate of Analysis\_20160229



**APPENDIX 2 – EXAMPLES OF SAFE WORKING PRACTICES**

<b>SAFE WORK PRACTICE 1 – DRILLING OF ACM</b>	
<p>The drilling of asbestos cement sheeting can release asbestos fibres into the atmosphere, so precautions must be taken to protect the drill operator and other persons from exposure to these fibres. A hand drill is preferred to a battery-powered drill, because the quantity of fibres is drastically reduced if a hand drill is used.</p>	
<p>Equipment that may be required prior to starting work (in addition to what is needed for the task)</p>	<ul style="list-style-type: none"> <li>◦ A non-powered hand drill or a low-speed battery-powered drill or drilling equipment. Battery-powered drills should be fitted with a local exhaust ventilation (LEV) dust control hood wherever possible. If an LEV dust control hood cannot be attached and other dust control methods such as pastes and gels are unsuitable then shadow vacuuming techniques should be used</li> <li>◦ Disposable cleaning rags</li> <li>◦ A bucket of water, or more as appropriate, and/or a misting spray bottle</li> <li>◦ Duct tape</li> <li>◦ Sealant</li> <li>◦ Spare PPE</li> <li>◦ A thickened substance such as wallpaper paste, shaving cream or hair gel</li> <li>◦ 200 µm plastic sheeting</li> <li>◦ A suitable asbestos waste container (e.g. 200 µm plastic bags or a drum, bin or skip lined with 200 µm plastic sheeting)</li> <li>◦ Warning signs and/or barrier tape</li> <li>◦ An asbestos vacuum cleaner</li> <li>◦ A sturdy paper, foam or thin metal cup, or similar (for work on overhead surfaces only).</li> </ul>
<p>PPE</p>	<ul style="list-style-type: none"> <li>◦ Protective clothing and RPE (see AS1715, AS1716). It is likely that a class P1 or P2 half face respirator will be adequate for this task, provided the recommended safe work procedure is followed.</li> </ul>

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<p>Preparing the asbestos work area</p>	<ul style="list-style-type: none"> <li>◦ If the work is to be carried out at a height, appropriate precautions must be taken to prevent falls.</li> <li>◦ Ensure appropriately marked asbestos waste disposal bags are available.</li> <li>◦ Carry out the work with as few people present as possible.</li> <li>◦ Segregate the asbestos work area to ensure unauthorised personnel are restricted from entry (e.g. close door and/ or use warning signs and/or barrier tape at all entry points). The distance for segregation should be determined by a risk assessment.</li> <li>◦ If drilling a roof from outside, segregate the area below.</li> <li>◦ If access is available to the rear of the asbestos cement, segregate this area as well as above. ,,</li> <li>◦ If possible, use plastic sheeting, secured with duct tape, to cover any surface within the asbestos work area that could become contaminated.</li> <li>◦ Ensure there is adequate lighting.</li> <li>◦ Avoid working in windy environments where asbestos fibres can be redistributed.</li> <li>◦ If using a bucket of water, do not resoak used rags in the bucket, as this will contaminate the water. Instead, either fold the rag so a clean surface is exposed or uses another rag.</li> </ul>
<p>Drilling vertical surfaces</p>	<ul style="list-style-type: none"> <li>◦ Tape both the point to be drilled and the exit point, if accessible, with a strong adhesive tape such as duct tape to prevent the edges crumbling.</li> <li>◦ Cover the drill entry and exit points (if accessible) on the asbestos with a generous amount of thickened substance. Drill through the paste.</li> <li>◦ Use damp rags to clean off the paste and debris from the wall and drill bit.</li> <li>◦ Dispose of the rags as asbestos waste as they will contain asbestos dust and fibres.</li> <li>◦ Seal the cut edges with sealant.</li> <li>◦ If a cable is to be passed through, insert a sleeve to protect the inner edge of the hole.</li> </ul>

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<p>Drilling overhead horizontal surfaces</p>	<ul style="list-style-type: none"> <li>◦ Mark the point to be drilled.</li> <li>◦ Drill a hole through the bottom of the cup.</li> <li>◦ Fill or line the inside of the cup with shaving cream, gel or a similar thickened substance.</li> <li>◦ Put the drill bit through the hole in the cup so that the cup encloses the drill bit, and make sure the drill bit extends beyond the lip of the cup.</li> <li>◦ Align the drill bit with the marked point.</li> <li>◦ Ensure the cup is firmly held against the surface to be drilled.</li> <li>◦ Drill through the surface.</li> <li>◦ Remove the drill bit from the cup, ensuring that the cup remains firmly against the surface.</li> <li>◦ Remove the cup from the surface.</li> <li>◦ Use damp rags to clean off the paste and debris from the drill bit.</li> <li>◦ Dispose of the rags as asbestos waste, as they will contain asbestos dust and fibres.</li> <li>◦ Seal the cut edges with sealant.</li> <li>◦ If a cable is to be passed through, insert a sleeve to protect the inner edge of the hole.</li> </ul>
<p>Decontaminating the asbestos work area and equipment</p>	<ul style="list-style-type: none"> <li>◦ Use damp rags to clean the equipment.</li> <li>◦ Carefully roll or fold any plastic sheeting used to cover any surface within the asbestos work area, so as not to spill any dust or debris that has been collected.</li> <li>◦ If necessary, use damp rags and/or an asbestos vacuum cleaner to clean any remaining visibly contaminated sections of the asbestos work area.</li> <li>◦ Place debris, used rags, plastic sheeting and other waste in the asbestos waste bags/container.</li> <li>◦ Wet wipe the external surfaces of the asbestos waste bags/ container to remove any adhering dust before they are removed from the asbestos work area.</li> </ul>
<p>Personal decontamination should be carried out in a designated area</p>	<ul style="list-style-type: none"> <li>◦ If disposable coveralls are worn, clean the coveralls while still wearing RPE using a HEPA vacuum, damp rag or fine-water spray. RPE can be cleaned with a wet rag or cloth.</li> <li>◦ While still wearing RPE, remove coveralls, turning them inside- out to entrap any remaining contamination and then place them into a labelled asbestos waste bag.</li> <li>◦ Remove RPE. If non-disposable, inspect it to ensure it is free from contamination, clean it with a wet rag and store in a clean container. If disposable, cleaning is not required but RPE should be placed in a labelled asbestos waste bag or waste container.</li> </ul> <p>Refer to the Code of Practice: How to Safely Remove Asbestos for more information.</p>
<p>Clearance procedure</p>	<ul style="list-style-type: none"> <li>◦ Visually inspect the asbestos work area to make sure it has been properly cleaned.</li> <li>◦ Clearance air monitoring is not normally required for this task.</li> <li>◦ Dispose of all waste as asbestos waste.</li> </ul> <p>Refer to the Code of Practice: How to Safely Remove Asbestos for more information.</p>



**SAFE WORK PRACTICE 2 – SEALING, PAINTING, COATING AND CLEANING OF ASBESTOS-CEMENT PRODUCTS**

These tasks should only to be carried out on asbestos that are in good condition. For this reason, the ACM should be thoroughly inspected before starting the work. There is a risk to health if the surface of asbestos cement sheeting is disturbed (e.g. from hail storms and cyclones) or if it has deteriorated as a result of aggressive environmental factors such as pollution. If it is so weathered that its surface is cracked or broken, the asbestos cement matrix may be eroded, increasing the likelihood that asbestos fibres will be released. If treatment is considered essential, a method that does not disturb the matrix should be used. Under no circumstances should asbestos cement products be water blasted or dry sanded in preparation for painting, coating or sealing.

<p>Equipment that may be required prior to starting work (in addition to what is needed for the task)</p>	<ul style="list-style-type: none"> <li>◦ Disposable cleaning rags</li> <li>◦ A bucket of water, or more as appropriate, and/or a misting spray bottle</li> <li>◦ Sealant</li> <li>◦ Spare PPE</li> <li>◦ A suitable asbestos waste container</li> <li>◦ Warning signs and/or barrier tape.</li> </ul>
<p>PPE</p>	<ul style="list-style-type: none"> <li>◦ Protective clothing and RPE (see AS1715, AS 1716). It is likely that a class P1 or P2 half face respirator will be adequate for this task, provided the recommended safe work procedure is followed. Where paint is to be applied, appropriate respiratory protection to control the paint vapours/mist must also be considered.</li> </ul>
<p>Preparing the asbestos work area</p>	<ul style="list-style-type: none"> <li>◦ If work is being carried out at heights, precautions must be taken to prevent falls.</li> <li>◦ Before starting, assess the asbestos cement for damage.</li> <li>◦ Ensure appropriately marked asbestos waste disposal bags are available.</li> <li>◦ Carry out the work with as few people present as possible.</li> <li>◦ Segregate the asbestos work area to ensure unauthorised personnel are restricted from entry (e.g. close door and/or use warning signs and/or barrier tape at all entry points). The distance for segregation should be determined by a risk assessment.</li> <li>◦ If working at a height, segregate the area below.</li> <li>◦ If possible, use plastic sheeting secured with duct tape to cover any floor surface within the asbestos work area which could become contaminated. This will help to contain any runoff from wet sanding methods.</li> <li>◦ Ensure there is adequate lighting.</li> <li>◦ If using a bucket of water, do not resoak used rags in the bucket, as this will contaminate the water. Instead, either fold the rag so a clean surface is exposed or uses another rag.</li> <li>◦ Never use high-pressure water cleaning methods. ,</li> <li>◦ Never prepare surfaces using dry sanding methods. Where sanding is required, you should consider removing the asbestos and replacing it with a non-asbestos product.</li> <li>◦ Wet sanding methods may be used to prepare the asbestos, provided precautions are taken to ensure all the runoff is captured and filtered, where possible.</li> <li>◦ Wipe dusty surfaces with a damp cloth.</li> </ul>
<p>Painting and sealing</p>	<ul style="list-style-type: none"> <li>◦ When using a spray brush, never use a high-pressure spray to apply the paint.</li> <li>◦ When using a roller, use it lightly to avoid abrasion or other damage.</li> </ul>

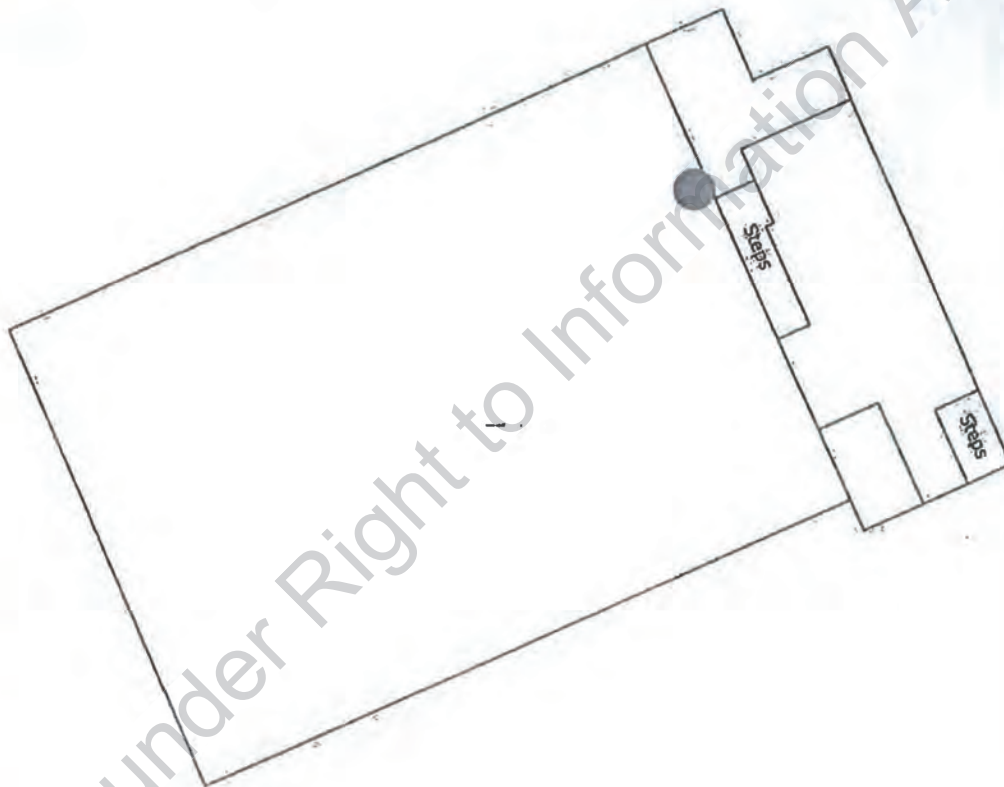


<p>Decontaminating the asbestos work area and equipment</p>	<ul style="list-style-type: none"> <li>◦ Use damp rags to clean the equipment.</li> <li>◦ If required, use damp rags and/or an asbestos vacuum cleaner to clean the asbestos work area.</li> <li>◦ Place debris, used rags, plastic sheeting and other waste in the asbestos waste bags/container.</li> <li>◦ Wet wipe the external surfaces of the asbestos waste bags/ container to remove any adhering dust before they are removed from the asbestos work area.</li> </ul>
<p>Personal decontamination should be carried out in a designated area</p>	<ul style="list-style-type: none"> <li>◦ If disposable coveralls are worn, clean the coveralls while still wearing RPE using a HEPA vacuum, damp rag or fine-water spray. RPE can be cleaned with a wet rag or cloth.</li> <li>◦ While still wearing RPE, remove coveralls, turning them inside-out to entrap any remaining contamination and then place them into a labelled asbestos waste bag.</li> <li>◦ Remove RPE. If non-disposable, inspect it to ensure it is free from contamination, clean it with a wet rag and store in a clean container. If disposable, cleaning is not required but RPE should be placed in a labelled asbestos waste bag or waste container.</li> </ul> <p>Refer to the Code of Practice: How to Safely Remove Asbestos for more information.</p>
<p>Clearance procedure</p>	<ul style="list-style-type: none"> <li>◦ Visually inspect the asbestos work area to make sure it has been properly cleaned.</li> <li>◦ Clearance air monitoring is not normally required for this task.</li> <li>◦ Dispose of all waste as asbestos waste.</li> </ul> <p>Refer to the Code of Practice: How to Safely Remove Asbestos for more information.</p>

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# INDICATIVE ASBESTOS CONTAINING MATERIAL LOCATIONS - SUSPECTED AND IDENTIFIED\*



## LEGEND

● Switchboard Backing

See Section 2 of this Report

## OLD WINTERGARDEN BUILDING

2 Maryborough Street,  
Bundaberg, QLD, 4670

\*Not all locations could be clearly identified in this drawing. Please refer to Asbestos Register for all locations.

# Annexure B - Special Conditions

## SPECIAL CONDITIONS

### 1. Due Diligence

- 1.1 This Contract is conditional upon the Buyer being satisfied in all respects with its due diligence enquiries within forty-five (45) days of the date of Contract. The Seller will provide the Buyer with all reasonable assistance necessary to allow the Buyer to carry out its investigations and enquiries.
- 1.2 Should the Buyer not be satisfied with its due diligence enquiries then the Buyer may terminate this Contract by giving the Seller notice in writing in which event all deposit and other monies received by the Seller on account of the purchase price shall be refunded to the Buyer.
- 1.3 The Seller licenses the Buyer and the Buyer's agents and servants, at the Buyer's sole risk and expense:-
  - (a) to enter upon the land at all reasonable times, together with its engineers, surveyors, architects, builders or other persons authorised by it and all other necessary equipment for the purposes of making such investigations necessary to satisfy itself in respect of the matters referred to in this clause; and
  - (b) to conduct any search of any Government or Semi-Government institution or authority in respect of the land that they may desire to make.

### 2. Lease

- 2.1 The Buyer acknowledges having been provided with a copy of the Lease (attached hereto) relating to the subject premises and noting same is registered pursuant to dealing number 716938839.
- 2.2 The Seller advises the Buyer and the Buyer acknowledges having been advised prior to entry into this Contract that the rental currently payable pursuant to the terms of Lease is \$8,950 per calendar month, which sum is due to be reviewed pursuant to the terms of the Lease on and from the 5<sup>th</sup> December 2019.
- 2.3 The Seller warrants there is no unsatisfied notice to remedy breach of covenant in relation to the Lease and undertakes to advise the Buyer should there be any such notice or issue between the date of Contract and the Date of Settlement.
- 2.4 The Seller undertakes not to amend the terms of the Lease without first advising the Buyer pursuant to the terms and conditions hereof.

### 3. Variations to Terms of Contract – for Commercial Lots in a Community Titles Scheme

- 3.1 ~~Terms of Contract Conditions 7.6, 7.7(1)(b) & (d) and 10.1(1)(b) shall be deleted from this Contract;~~
- 3.2 Terms of Contract Condition 2.5 (4) shall be varied by the deletion of the words "...if the Seller was one natural person resident in Queensland"; and
- 3.3 Terms of Contract Conditions 8.1 is varied so that the Property remains at the Seller's risk from the date of Contract until the Date of Completion.

### 4. Contemporaneous Settlement

- 4.1 This Contract is subject to and conditional upon:
  - 4.1.1 Arapower Pty Ltd as Seller, and the Buyer as buyer entering into a Contract for the sale of property situated at 2 Maryborough Street - Lot 1 on SP 130704 in the State Queensland ("the First Contract") contemporaneously with the execution of this Contract; and

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Public Interest  
(47(3)(b) RTI Act)

Category B - Contrary to  
Public Interest (47(3)(b)  
RTI Act)



4.1.2 the contemporaneous settlement of the First Contract with the settlement of this Contract.

4.2 If Special Condition 4.1 is not satisfied the <sup>Buyer</sup> Seller may terminate this Contract by notice in writing to the <sup>Seller</sup> Buyer. This Contract will then be at an end and the Deposit refunded to the Buyer.

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RTI Act)

**5. Apportionment of Administrative Fund and Sinking Fund**

5.1 The Buyer acknowledges that in addition to this Contract, it has entered into a Contract for the purchase of Lot 1 on Survey Plan 130704 CMS 28385 which will complete contemporaneously with this Contract.

5.2 Both Lot 1 and Lot 2 form part of the "Old Wintergarden Building Community Titles Scheme 28385" and, as a consequence, the Buyer will obtain the benefit of the levies paid into the sinking fund and the administrative fund of the body corporate at completion.

5.3 The Buyer and Seller agree that notwithstanding anything contained in this Contract to the contrary an amount equal to thirty percent (30%) of the balance of the sinking fund and administrative fund on the Settlement Date will be adjusted in favour of the Seller and such amount will form part of the Balance Purchase Price and must be paid by the Buyer to the Seller on the Settlement Date.

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Interest (47(3)(b) RTI  
Act)

5.4 The amount of the sinking fund and administrative fund on the Settlement Date will be the amount certified as the balance of both funds by the manager of the Body Corporate.

**6. Insurance Adjustment**

6.1 On account of insurance premium pre-paid by the Seller, the Buyer shall on settlement pay to the Seller for insurance on the Lot that amount which bears to the insurance premium paid, the same proportion that the Interest Schedule Lot Entitlement of the Unit bears to the Aggregate Interest Schedule Lot Entitlement under the Scheme.

5. Section 117 of the Trusts Act 1973 (Qld)

5.1 This contract is subject to and conditional upon the Seller providing to the Buyer on or before the Settlement Date, a signed Form 20 Statutory Declaration providing that the Property is not being transferred to the Buyer as a sole trustee in accordance with section 117 of the Trusts Act 1973 (Qld).

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Interest (47(3)(b) RTI Act)

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Contrary to Public  
Interest (47(3)(b)  
RTI Act)

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Public Interest (47(3)(b) RTI  
Act)

Annexure **BC**

LEASE - See Attached

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INITIALS

000011046167

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Dealing Number



OFFICE USE ONLY

Privacy Statement

Collection of this information is authorised by the Land Title Act 1994 the Land Act 1994 and the Water Act 2000 and is used to maintain the publicly searchable registers in the land registry and the water register. For more information about privacy in NR&W see the department's website.

1. Lessor	Lodger (Name, address, E-mail & phone number)	Lodger Code
COLLBURY PTY LTD A.C.N. 078 482 032 trustee under instrument 710452396	BAKER O'BRIEN & TOLL, Solicitors PO Box 380 BUNDABERG QLD 4670 Tel: (07) 41524555 / Ref:	BG912

2. Lot on Plan Description	County	Parish	Title Reference
LOT 2 SP 130704	COOK	BUNDABERG	50322905

3. Lessee	Given names	Surname/Company name and number	(include tenancy if more than one)
		MACS WORKOUT PTY LTD A.C.N. 608 974 367	as trustee for the MAC Family Trust

4. Interest being Leased  
FEE SIMPLE

5. Description of premises being Leased  
THE WHOLE OF THE LOT

6. Term of Lease	7. Rental/Consideration
Commencement date/event: 01/12/2015 Expiry date: 30/11/2020 and/or Event: *Options: 2 x 5 years #Insert n/i if no option or insert option period (eg 3 years or 2 x 3 years)	SEE REFERENCE SCHEDULE ATTACHED

8. Grant/Execution  
The Lessor leases the Premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in:- \*the attached schedule; \*the attached schedule and document no. \_\_\_\_\_; \* document no. \_\_\_\_\_; \*Option in registered Lease no. 710452360 has not been exercised.  
\* delete if not applicable

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

.....signature  
 .....full name  
 .....qualification

COLLBURY PTY LTD  
ACN 078 482 032

Category B - Contrary to Public Interest (47(3)(b) RTI Act)

25/11/15  
Execution Date

Sole Director's Signature

Witnessing Officer  
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

9. Acceptance  
 The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease. MACS WORKOUT PTY LTD  
 ACN 608 974 367

.....signature  
 .....full name  
 .....qualification

Category B - Contrary to Public Interest (47(3)(b) RTI Act)

20/11/15  
Execution Date

Director's Signature

Witnessing Officer  
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

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Title Reference [50322905]

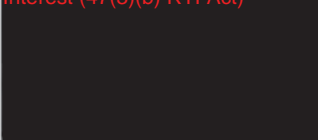
**REFERENCE SCHEDULE**

- Item 1: **Term**  
Five (5) years
- Item 2: **Rent**  
\$75,000.00 per annum plus GST.
- Item 3: **Review Date(s) (CPI/Market/Fixed):**
- (a) **CPI Review Dates** Not Applicable
  - (b) **Market Review Dates** 01/12/2020; 01/12/2025
  - (c) (i) **Fixed Increase Dates** 01/12/2016; 01/12/2017; 01/12/2018; 01/12/2019; 01/12/2021;  
01/12/2022; 01/12/2023; 01/12/2024; 01/12/2026; 01/12/2027;  
01/12/2028; 01/12/2029
  - (ii) **Fixed Increase Percent** 3¼ %
- Item 4: **Minimum Increase Percentage**  
Not Applicable
- Item 5: **Agreed Proportion of Outgoings**  
100%
- Item 6: **Permitted Use**  
Gymnasium and associated office and storage
- Item 7: **Insurance - Public Risk**  
\$10,000,000
- Item 8: **Option Periods**  
2 x 5 years
- Item 9: **Bank Guarantee**  
\$12,500 plus GST
- Item 10: **Guarantors**

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Category B - Contrary to Public  
Interest (47(3)(b) RTI Act)



Title Reference [50322905]

1 INTERPRETATION

1.1 Terms and Reference Schedule

- (1) Terms in **bold** in the Reference Schedule have the meaning shown opposite
- (2) Item numbers refer to those in the Reference Schedule unless stated otherwise

1.2 Definitions

- (1) "**Agreed Proportion of Outgoings**" means the percentage in Item 5 of the Reference Schedule being the proportion that the area of the **Premises** bears to the **Lettable Area**
- (2) "**API**" means the Australian Property Institute (Inc) Queensland Division
- (3) "**Bank Guarantee**" means an unconditional and irrevocable undertaking by a bank for the amount in Item 9 of the Reference Schedule on terms acceptable to the **Landlord**
- (4) "**Building**" means all **Buildings** and improvements on the **Land** of which the **Premises** form part including the land
- (5) "**Car Park**" means those parts of the **Building** nominated by the **Landlord** for the parking of cars including all ramps and driveways and all rooms servicing the car parking area
- (6) "**Common Areas**" means the areas of the **Building** designated for common use by the **Landlord**
- (7) "**Commencement Date**" means the day inserted in Item 6 of the Form 7
- (8) "**CPI**" means the Consumer Price Index (All Groups) for Brisbane published by the Australian Bureau of Statistics. If that Index no longer exists, "**CPI**" means an index that the president of the **API** decides best reflects changes in the cost of living in the relevant city in which the **Premises** are located
- (9) "**Designated Car Park**" means the **Car Parks** (if any) hatched in black on the attached plan
- (10) "**Expiry Date**" means the day inserted in Item 6 of the Form 7
- (11) "**Financial Year**" means 1 July to 30 June
- (12) "**Land**" means the property described in Item 2 of the Form 7
- (13) "**Landlord**" means the party described in Item 1 of the Form 7
- (14) "**Landlord's Property**" means any property owned by the **Landlord** in or on the **Building**
- (15) "**Lettable Area**" means the parts of the **Building** the **Landlord** has leased or intends to lease at a commercial rental
- (16) "**Outgoings**" means the **Landlord's** reasonable expenses directly attributable to the operation, maintenance or repair of the **Building** and charges, levies, premiums, rates or taxes payable by the **Landlord** because it is the owner or occupier of the **Building** or the **Land** and such expenses include, but will not be limited to, all costs associated with:
  - (a) rates, taxes and charges payable to any government or other authority, if permitted by law
  - (b) cleaning costs and materials
  - (c) rubbish removal
  - (d) light and power charges

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- (e) air conditioning and ventilation
  - (f) fire protection and prevention
  - (g) security
  - (h) insurance premiums
  - (i) repairs and maintenance
  - (j) costs for the control of pests, vermin or insects or other similar infestation
  - (k) costs of maintaining gardens
  - (l) management costs, and
  - (m) if the Premises are under the Body Corporate and Community Management Act 1997, then Body Corporate Administration levies and Sinking Fund levies.
- (17) "Permitted Use" means the use described in item 6 in the Reference Schedule
- (18) "Premises" means the Premises described Item 5 of the Form 7 and hatched in black on the attached Plan the boundaries of which are the internal finished surface of walls and includes the Landlord's Property in the Premises
- (19) "Renewed Lease" means a Lease of the Premises for the relevant period set out in Item 8 of the Reference Schedule on the terms set out in Clause 15
- (20) "Rent" means the amount in Item 2 of the Reference Schedule as varied under this Lease
- (21) "Services" means all gas, electricity, telephone, water, sewerage, fire prevention, ventilation, air conditioning, hydraulic, elevator and security services and all other utilities, services or systems provided in the Building
- (22) "Tenant" means the party described in Item 3 of the Form 7
- (23) "Tenant's Property" means all fixtures, fittings, equipment, stock and other articles in the Premises owned by the Tenant
- (24) "Valuer" means a person who has at least three (3) years experience in valuing the kind of Premises leased by this Lease

1.3 Reference

- (1) Reference to:
- (a) the singular includes the plural and the plural includes the singular
  - (b) a person includes a body corporate
  - (c) a party includes the party's executors, administrators, successors and permitted assigns.
- (2) If a party consists of more than one person, this Lease binds them jointly and each of them severally.
- (3) Headings are for convenience only and do not form part of this Lease or affect its interpretation.

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Act)