

# Dott & Crossitt

Conveyancing + Solicitors

14/9/2026

The following Vendor Disclosures are made pursuant to *Property Law Act 2023* (Qld):

- ☒ Form 2
- ☒ Title Search
- ☒ Plan Diagram
- ☐ Cadastral SmartMap
- ☒ Residential Lease
- ☐ Notice issued about a Transport Infrastructure proposal
- ☐ Notice under section 408(2) of the Environmental Protection Act
- ☐ Notice under section 369(2) of the Environmental Protection Act
- ☐ Notice under section 347(2) of the Environmental Protection Act
- ☐ Order or Application under the Neighbourhood Disputes (Dividing Fences and Trees) Act 2011
- ☐ Pool Compliance Certificate
- ☐ Notice of no pool safety certificate
- ☐ Notice under section 47 of the Queensland Building and Construction Commission Act 1991
- ☐ Council Rates notice (optional)
- ☐ Water Rates notice (optional)
- ☐ Form 33
- ☐ Form 34
- ☐ Form 18
- ☐ Copy of other unregistered easement
- ☒ Infrastructure Maps

# Seller disclosure statement



Queensland  
Government

Property Law Act 2023 section 99

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

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

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

**This statement does not include information about:**

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

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

## Part 1 – Seller and property details

|                                                                       |                                                  |
|-----------------------------------------------------------------------|--------------------------------------------------|
| Seller                                                                | Paul Gerard O'Brien, Tonette O'Brien             |
| Property address<br>(referred to as the "property" in this statement) | 8 Duranta Ct<br>Crestmead, QLD, 4132             |
| Lot on plan description                                               | Lot 274, Plan RP191074, Title Reference 17090240 |

Community titles scheme or BUGTA scheme:

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

☐ **Yes**

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

☒ **No**

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

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

|                      |                                                                                                                                                                                          |
|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title details</b> | <b>The seller gives or has given the buyer the following—</b>                                                                                                                            |
|                      | A title search for the property issued under the <i>Land Title Act 1994</i> showing interests registered under that Act for the property. <input checked="" type="checkbox"/> <b>Yes</b> |
|                      | A copy of the plan of survey registered for the property. <input checked="" type="checkbox"/> <b>Yes</b>                                                                                 |

|                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Registered encumbrances</b>                                      | <p>Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages.</p> <p>You should seek legal advice about your rights and obligations before signing the contract.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Unregistered encumbrances (excluding statutory encumbrances)</b> | <p>There are encumbrances not registered on the title that will continue <input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b> to affect the property after <b>settlement</b>.</p> <p><b>Note</b>—If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are <b>NOT</b> required to be disclosed.</p> <p><b>Unregistered lease (if applicable)</b></p> <p>If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:</p> <p>» the start and end day of the term of the lease: <input type="text" value="19/08/2026-17/08/2027"/></p> <p>» the amount of rent and bond payable: <input type="text" value="\$ 600.00, \$ 2,400.00"/></p> <p>» whether the lease has an option to renew: <input type="text" value="No"/></p> <p><b>Other unregistered agreement in writing (if applicable)</b></p> <p>If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. <input type="checkbox"/> <b>Yes</b></p> <p><b>Unregistered oral agreement (if applicable)</b></p> <p>If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div> |
| <b>Statutory encumbrances</b>                                       | <p>There are statutory encumbrances that affect the property. <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b></p> <p><i>If <b>Yes</b>, the details of any statutory encumbrances are as follows:</i></p> <div style="border: 1px solid black; padding: 5px;"> <p>All statutory rights relating to water supply, sewerage, drainage, electricity, telephone and other services in passing through or over the property whether or not protected by registered easement including but not limited to any infrastructure or public authority searches included as Annexures to this Form 2. Encumbrances on the lot detailed in the Dial Before You Dig infrastructure report include: Logan City Council sewer and water pipes on the lot as shown on page 21. NBN assets near the lot as shown on page 26. Telstra connects to the lot as shown on page 36.</p> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Residential tenancy or rooming accommodation agreement</b>       | <p>The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> during the last 12 months. <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b></p> <p>If <b>Yes</b>, when was the rent for the premises or each of the residents' rooms last increased? (<i>Insert date of the most recent rent increase for the premises or rooms</i>) <input type="text" value="15/07/2025"/></p> <p><b>Note</b>—Under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises.</p> <p>As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

## Part 3 – Land use, planning and environment

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

|                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |  |
|---------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| <b>Zoning</b>                                     | <p>The zoning of the property is (<i>Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 199; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable</i>):</p> <div style="border: 1px solid black; padding: 2px;">Low Density Residential</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |  |
| <b>Transport proposals and resumptions</b>        | <p>The lot is affected by a notice issued by a Commonwealth, State or local government entity and given to the seller about a transport infrastructure proposal* to: locate transport infrastructure on the property; or alter the dimensions of the property. <span style="float: right;"><input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b></span></p> <p>The lot is affected by a notice of intention to resume the property or any part of the property. <span style="float: right;"><input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b></span></p> <p><i>If <b>Yes</b>, a copy of the notice, order, proposal or correspondence must be given by the seller.</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |  |
| <b>Contamination and environmental protection</b> | <p>The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i>. <span style="float: right;"><input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b></span></p> <p><b>The following notices are, or have been, given:</b></p> <p>A notice under section 408(2) of the <i>Environmental Protection Act 1994</i> (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan). <span style="float: right;"><input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b></span></p> <p>A notice under section 369C(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which an environmental enforcement order applies). <span style="float: right;"><input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b></span></p> <p>A notice under section 347(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which a prescribed transitional environmental program applies). <span style="float: right;"><input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b></span></p> |  |  |
| <b>Trees</b>                                      | <p>There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property. <span style="float: right;"><input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b></span></p> <p><i>If <b>Yes</b>, a copy of the order or application must be given by the seller.</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |  |
| <b>Heritage</b>                                   | <p>The property is affected by the <i>Queensland Heritage Act 1992</i> or is included in the World Heritage List under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cwlth). <span style="float: right;"><input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b></span></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |  |
| <b>Flooding</b>                                   | <p>Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the <a href="#">FloodCheck Queensland</a> portal or the <a href="#">Australian Flood Risk Information</a> portal.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |  |
| <b>Vegetation, habitats and protected plants</b>  | <p>Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |  |

## Part 4 – Buildings and structures

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

|                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                     |                                               |
|------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-----------------------------------------------|
| <b>Swimming pool</b>                                       | There is a relevant pool for the property.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <input type="checkbox"/> <b>Yes</b> | <input checked="" type="checkbox"/> <b>No</b> |
|                                                            | If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/> <b>Yes</b> | <input checked="" type="checkbox"/> <b>No</b> |
|                                                            | Pool compliance certificate is given.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <input type="checkbox"/> <b>Yes</b> | <input type="checkbox"/> <b>No</b>            |
|                                                            | OR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                     |                                               |
|                                                            | Notice of no pool safety certificate is given.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <input type="checkbox"/> <b>Yes</b> | <input type="checkbox"/> <b>No</b>            |
| <b>Unlicensed building work under owner builder permit</b> | Building work was carried out on the property under an owner builder permit in the last 6 years.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <input type="checkbox"/> <b>Yes</b> | <input checked="" type="checkbox"/> <b>No</b> |
|                                                            | <i>A notice under section 47 of the Queensland Building and Construction Commission Act 1991 must be given by the seller and you may be required to sign the notice and return it to the seller prior to signing the contract.</i>                                                                                                                                                                                                                                                                                                                                                       |                                     |                                               |
| <b>Notices and orders</b>                                  | There is an unsatisfied show cause notice or enforcement notice under the <i>Building Act 1975</i> , section 246AG, 247 or 248 or under the <i>Planning Act 2016</i> , section 167 or 168.                                                                                                                                                                                                                                                                                                                                                                                               | <input type="checkbox"/> <b>Yes</b> | <input checked="" type="checkbox"/> <b>No</b> |
|                                                            | The seller has been given a notice or order, that remains in effect, from a local, State or Commonwealth government, a court or tribunal, or other competent authority, requiring work to be done or money to be spent in relation to the property.                                                                                                                                                                                                                                                                                                                                      | <input type="checkbox"/> <b>Yes</b> | <input checked="" type="checkbox"/> <b>No</b> |
|                                                            | <i>If <b>Yes</b>, a copy of the notice or order must be given by the seller.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                     |                                               |
| <b>Building Energy Efficiency Certificate</b>              | If the property is a commercial office building of more than 1,000m <sup>2</sup> , a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.                                                                                                                                                                                                                                                                                                                                                                                                     |                                     |                                               |
| <b>Asbestos</b>                                            | The seller does not warrant whether asbestos is present within buildings or improvements on the property. Buildings or improvements built before 1990 may contain asbestos. Asbestos containing materials (ACM) may have been used up until the early 2000s. Asbestos or ACM may become dangerous when damaged, disturbed, or deteriorating. Information about asbestos is available at the Queensland Government Asbestos Website ( <a href="https://asbestos.qld.gov.au">asbestos.qld.gov.au</a> ) including common locations of asbestos and other practical guidance for homeowners. |                                     |                                               |

## Part 5 – Rates and services

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

|              |                                                                                                                                                 |
|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Rates</b> | <b>Whichever of the following applies—</b>                                                                                                      |
|              | The total amount payable* for all rates and charges (without any discount) for the property as stated in the most recent rate notice is:        |
|              | Amount: <input type="text" value="\$ 741.95"/> Date Range: <input type="text" value="1 July 2026-30 September 2026"/>                           |
|              | OR                                                                                                                                              |
|              | The property is currently a rates exempt lot.** <input type="checkbox"/>                                                                        |
|              | OR                                                                                                                                              |
|              | The property is not rates exempt but no separate assessment of rates is issued by a local government for the property. <input type="checkbox"/> |

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

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

|              |                                                                                                                                        |
|--------------|----------------------------------------------------------------------------------------------------------------------------------------|
| <b>Water</b> | <b>Whichever of the following applies—</b>                                                                                             |
|              | The total amount payable as charges for water services for the property as indicated in the most recent water services notice* is:     |
|              | Amount: <input type="text" value="\$ 401.62"/> Date Range: <input type="text" value="1 July 2026-30 September 2026"/>                  |
|              | OR                                                                                                                                     |
|              | There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is: |
|              | Amount: <input type="text"/> Date Range: <input type="text"/>                                                                          |

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

## Part 6 – Community titles schemes and BUGTA schemes

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

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

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

|                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Body Corporate and Community Management Act 1997</b> | <p><b>The property is included in a community titles scheme.</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>(If Yes, complete the information below)</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Community Management Statement</b>                   | <p>A copy of the most recent community management statement for the scheme as recorded under the <i>Land Title Act 1994</i> or another Act is given to the buyer. <input type="checkbox"/> Yes</p> <p><b>Note</b>—If the property is part of a community titles scheme, the community management statement for the scheme contains important information about the rights and obligations of owners of lots in the scheme including matters such as lot entitlements, by-laws and exclusive use areas.</p>                                                                                                                                                          |
| <b>Body Corporate Certificate</b>                       | <p>A copy of a body corporate certificate for the lot under the <i>Body Corporate and Community Management Act 1997</i>, section 205(4) is given to the buyer. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>If No</i>— An explanatory statement is given to the buyer that states: <input type="checkbox"/> Yes</p> <ul style="list-style-type: none"> <li>» a copy of a body corporate certificate for the lot is not attached; and</li> <li>» the reasons under section 6 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot.</li> </ul> |
| <b>Statutory Warranties</b>                             | <p><b>Statutory Warranties</b>—If you enter into a contract, you will have implied warranties under the <i>Body Corporate and Community Management Act 1997</i> relating to matters such as latent or patent defects in common property or body corporate assets; any actual, expected or contingent financial liabilities that are not part of the normal operating costs; and any circumstances in relation to the affairs of the body corporate that will materially prejudice you as owner of the property. There will be further disclosure about warranties in the contract.</p>                                                                              |

|                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Building Units and Group Titles Act 1980</b> | <p><b>The property is included in a BUGTA scheme</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>(If Yes, complete the information below)</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Body Corporate Certificate</b>               | <p>A copy of a body corporate certificate for the lot under the <i>Building Units and Group Titles Act 1980</i>, section 40AA(1) is given to the buyer. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>If No</i>— An explanatory statement is given to the buyer that states: <input type="checkbox"/> Yes</p> <ul style="list-style-type: none"> <li>» a copy of a body corporate certificate for the lot is not attached; and</li> <li>» the reasons under section 7 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot.</li> </ul> <p><b>Note</b>—If the property is part of a BUGTA scheme, you will be subject to by-laws approved by the body corporate and other by-laws that regulate your use of the property and common property.</p> |

## Signatures – SELLER



as solicitor  
on behalf of the seller

Signature of seller



as solicitor  
on behalf of the seller

Signature of seller

Paul Gerard O'Brien

Name of seller

Tonette O'Brien

Name of seller

14/9/2026

Date

14/9/2026

Date

## Signatures – BUYER

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

Signature of buyer

Signature of buyer

Name of buyer

Name of buyer

Date

Date



## Current Title Search

Queensland Titles Registry Pty Ltd  
ABN 23 648 568 101

|                            |                 |                     |                  |
|----------------------------|-----------------|---------------------|------------------|
| <b>Title Reference:</b>    | <b>17090240</b> | <b>Search Date:</b> | 14/09/2026 10:41 |
| <b>Date Title Created:</b> | 15/12/1987      | <b>Request No:</b>  | 57620573         |
| <b>Previous Title:</b>     | 14798080        |                     |                  |

**ESTATE AND LAND**

Estate in Fee Simple

LOT 274 REGISTERED PLAN 191074  
Local Government: LOGAN

**REGISTERED OWNER****INTEREST**

Dealing No: 716865925 04/11/2015

PAUL GERARD O'BRIEN  
TONETTE O'BRIEN

99/100  
1/100

AS TENANTS IN COMMON

**EASEMENTS, ENCUMBRANCES AND INTERESTS**

1. Rights and interests reserved to the Crown by  
Deed of Grant No. 10804154 (POR 229)
2. MORTGAGE No 718964164 03/09/2018 at 10:45  
ING BANK (AUSTRALIA) LIMITED A.C.N. 000 893 292

**ADMINISTRATIVE ADVICES**

NIL

**UNREGISTERED DEALINGS**

NIL

Caution - Charges do not necessarily appear in order of priority

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

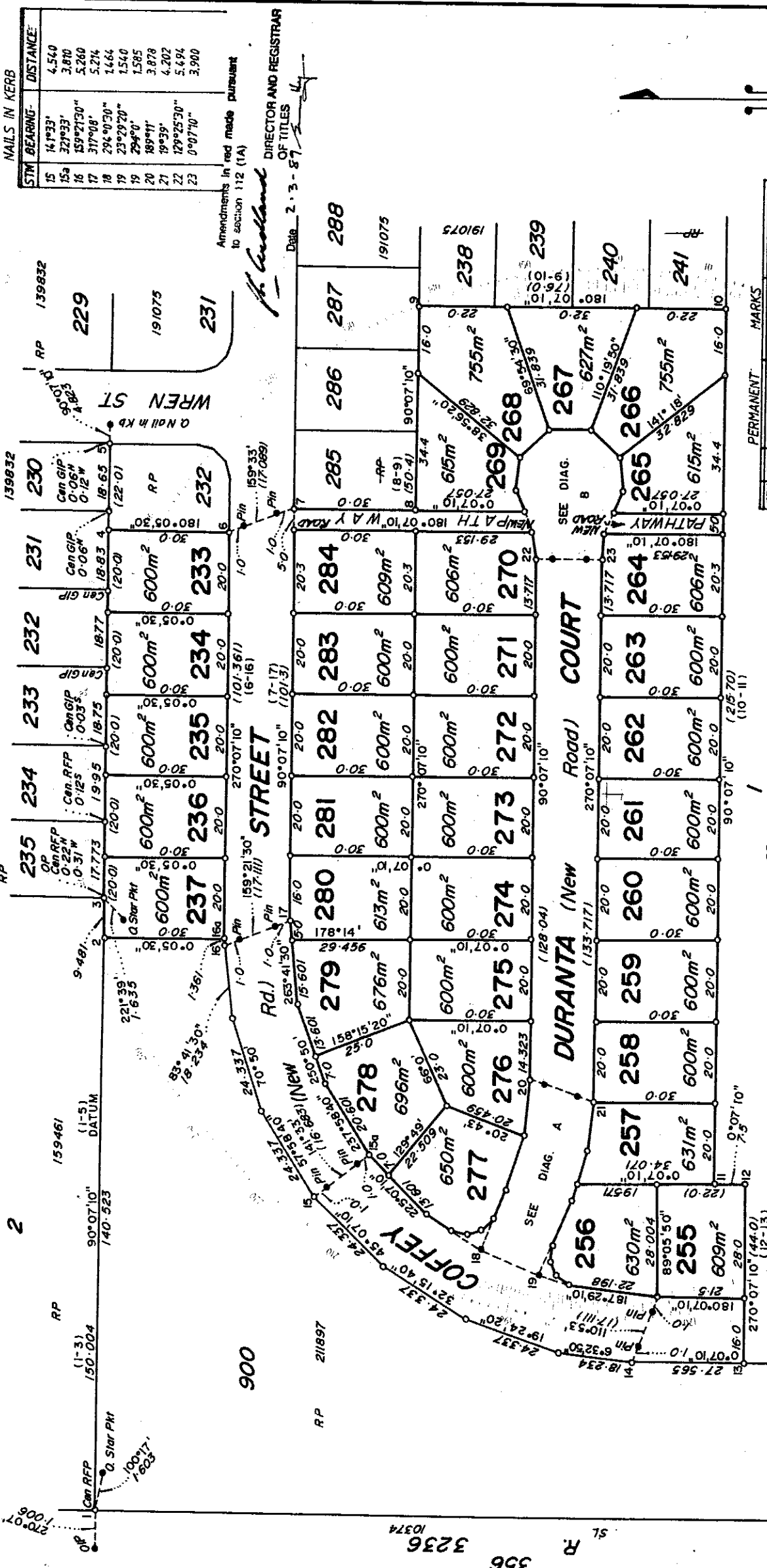
WARNING—FOLDING OR MUTILATING WILL LEAD TO REJECTION—PLAN MAY BE ROLLED

191074

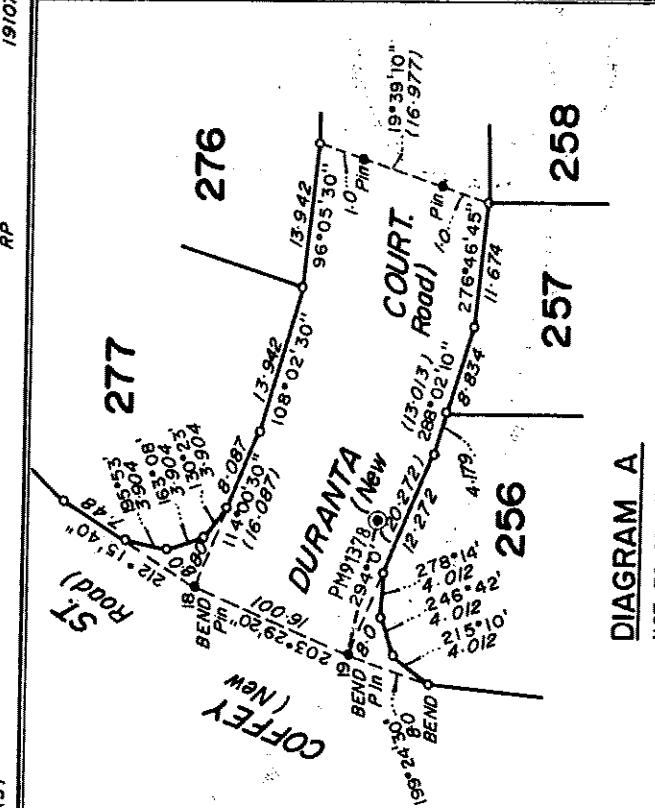
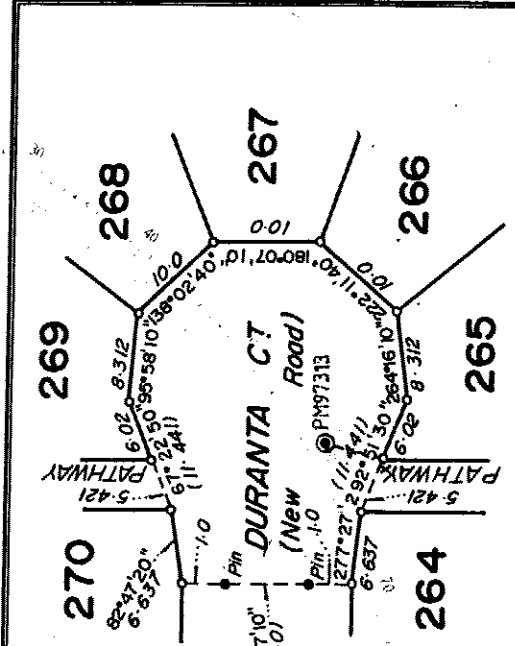
191074

PLAN MUST BE DRAWN WITHIN BLUE LINES

PLAN MUST BE DRAWN WITHIN BLUE LINES



| STM | TO | BEARING    | DISTANCE | NUMBER |
|-----|----|------------|----------|--------|
| 39  | PM | 107°26'25" | 15.474   | 91378  |
| X   | PM | 14°28'     | 3.545    | 97313  |



Amendments in red made pursuant to section 112 (1A)  
Acting Surveyor in Charge  
Registrar of Titles  
Date 12th November 1987

TOTAL AREA OF NEW ROAD  
8483m²

|                                                |                           |                                               |  |          |  |                    |  |                        |  |
|------------------------------------------------|---------------------------|-----------------------------------------------|--|----------|--|--------------------|--|------------------------|--|
| FIELD NOTES LODGED                             |                           | LINES NOT SURVEYED                            |  | STNS     |  | CORNERS NOT MARKED |  | STNS                   |  |
| ORIGINAL PORTION<br>312                        |                           | PLAN OF LOTS 233-237 & 255-284                |  |          |  |                    |  |                        |  |
| ORIGINAL GRANT<br>76894 (Original Portion 229) |                           | Cancelling Parts of Lots 62 & 63 on RP 128981 |  |          |  |                    |  |                        |  |
| MAP REF.<br>T.M.<br>KINGSTON 32                | PROCLAIMED<br>SURVEY AREA | SURVEYED BY B.V. JONES<br>20.1.87             |  | MERIDIAN |  | SCALE<br>1:1000    |  | REGISTERED PLAN 191074 |  |

(9542-43132)

565/07/679 CRO

VED, REGISTRAR OF TITLES, QUEENSLAND

1582/12

CISP M.F.

WARNING—FOLDING OR MUTILATING WILL LEAD TO REJECTION—PLAN MAY BE ROLLED

## CERTIFICATE

I, Barry Vivian JONES,  
hereby certify that I have surveyed the land comprised in this plan  
by Julian Parsons Surveying Graduate for whose work I accept  
responsibility.  
that the plan is accurate, that the said survey was performed in accordance with the 'Surveyors Act  
1977' and the 'Surveyors Regulations 1978' and that the said survey was completed  
on 20-10-87.

Barry V. Jones

Signature of Licensed Surveyor.

Date 20-10-87

Council of the City of Logan certifies  
that all the requirements of this Council, the Local Government Acts of 1936 to 1987 and all By-Laws  
have been complied with and approves this Plan of Subdivision.

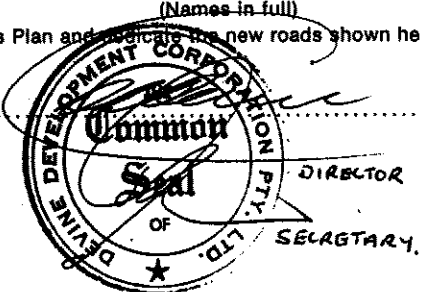
Dated this 29th day of October 1987

[Signature]  
Mayor  
[Signature]  
Town Clerk

I/We DEVINE DEVELOPMENT CORPORATION PTY LTD

as proprietor/s  
(Names in full)  
of this land, agree to this Plan and dedicate the new roads shown hereon to public use.

Signature of  
Proprietor/s



## FOR TITLES OFFICE USE ONLY

Previous Title

C.T. 4798-80 Lot 62 R.P. 128981  
C.T. 4798-81 Lot 63 R.P. 128981

## ALLOCATIONS

| Vol. | Folio | Lots                | New Road |
|------|-------|---------------------|----------|
| 4798 | 80    | 233 to 237 8256-284 | New Road |
| 4798 | 81    | 255 to 259          | New Road |

Corrected under Sect. 11(4) Reference Marks. Vide Letter

Dated (6 May. 88)

2.3.87

## New C.T. Ref.

| Lots | Vol. | Fol. |
|------|------|------|
| 233  | 7090 | 216  |
| 234  |      | 217  |
| 235  |      | 218  |
| 236  |      | 219  |
| 237  |      | 220  |
| 238  |      | 221  |
| 239  |      | 222  |
| 240  |      | 223  |
| 241  |      | 224  |
| 242  |      | 225  |
| 243  |      | 226  |
| 244  |      | 227  |
| 245  |      | 228  |
| 246  |      | 229  |
| 247  |      | 230  |
| 248  |      | 231  |
| 249  |      | 232  |
| 250  |      | 233  |

## New C.T. Ref.

| Lots | Vol. | Fol. |
|------|------|------|
| 233  | 7090 | 216  |
| 234  |      | 217  |
| 235  |      | 218  |
| 236  |      | 219  |
| 237  |      | 220  |
| 238  |      | 221  |
| 239  |      | 222  |
| 240  |      | 223  |
| 241  |      | 224  |
| 242  |      | 225  |
| 243  |      | 226  |
| 244  |      | 227  |
| 245  |      | 228  |
| 246  |      | 229  |
| 247  |      | 230  |
| 248  |      | 231  |
| 249  |      | 232  |
| 250  |      | 233  |

Lodged by

MERCANTILE CREDITS LIMITED  
Watkins Place  
288 Edward Street  
BRISBANE

## Fees Payable

Postal fee and Postage 4.18  
Lodgt, Exam. & Ass. 4.13  
Entd. on Docs. 9.45  
New Title 9.45  
Entd. on Deeds 24  
Photo Fee 2.8  
Total 13.75  
Short Fees Paid 5.20

## Receipt

Registrar

Journal No.

Receipt No.

Calc. Bk. No. 383/106  
Examined 19/11/1987  
Passed 19/11/1987  
Charted 19/11/87  
Map Ref. KINGSTON 22

Particulars entered in Register Book  
Vol. 4798 Folio 80

at 3.30 pm

1 DEC 1987  
ACTING REGISTRAR OF TITLES

REGISTERED PLAN 191074

# General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

For Residential Tenancy Authority  
advice or information go to  
[www.rta.qld.gov.au](http://www.rta.qld.gov.au)

## Part 1 Tenancy Information

### 1.1 Lessor

|                   |                     |
|-------------------|---------------------|
| Name/trading name | <b>Paul O'Brien</b> |
|-------------------|---------------------|

Address

|                                             |             |
|---------------------------------------------|-------------|
| <b>C/- 6 Belbora Road, Shailer Park QLD</b> | <b>4128</b> |
|---------------------------------------------|-------------|

|                   |                   |                                        |
|-------------------|-------------------|----------------------------------------|
| 1.2 Phone         | Mobile            | Email                                  |
| <b>0733872222</b> | <b>0427576495</b> | <b>pm4logan@stonerealestate.com.au</b> |

ABN (Optional)

|                    |
|--------------------|
| <b>90108352601</b> |
|--------------------|

Note - Item 1.2 is optional.

### 2.1 Tenant/s

|                               |                                        |                                              |
|-------------------------------|----------------------------------------|----------------------------------------------|
| Tenant 1                      | Full name/s <b>Rebecca Butterworth</b> |                                              |
| Phone                         | Mobile <b>0422 779 878</b>             | Email <b>rebecca75butterworth@gmail.com;</b> |
| Emergency contact full name/s | <b>Ian mcmillan</b>                    |                                              |
| Emergency contact phone       | <b>0422779878</b>                      |                                              |
| Emergency contact email       | <b>rebeccamcmillan410@gmail.com</b>    |                                              |

|                               |                                     |                                        |
|-------------------------------|-------------------------------------|----------------------------------------|
| Tenant 2                      | Full name/s <b>Ian McMillan</b>     |                                        |
| Phone                         | Mobile <b>0434 671 834</b>          | Email <b>ijmcmillan1979@gmail.com;</b> |
| Emergency contact full name/s | <b>Rebecca Butterworth</b>          |                                        |
| Emergency contact phone       | <b>0422779878</b>                   |                                        |
| Emergency contact email       | <b>rebeccamcmillan410@gmail.com</b> |                                        |

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

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

### 3.1 Lessor's agent If applicable. See clause 43

|                        |                                                                   |
|------------------------|-------------------------------------------------------------------|
| Full name/trading name | <b>Your Community Realty Pty Ltd trading as Stone Real Estate</b> |
|------------------------|-------------------------------------------------------------------|

Address

|                         |             |
|-------------------------|-------------|
| <b>6 Belbora Road</b>   |             |
| <b>Shailer Park QLD</b> | <b>4128</b> |

|                   |                   |                                        |
|-------------------|-------------------|----------------------------------------|
| 3.2 Phone         | Mobile            | Email                                  |
| <b>0733872222</b> | <b>0427576495</b> | <b>pm4logan@stonerealestate.com.au</b> |

ABN (Optional)

|                    |
|--------------------|
| <b>90108352601</b> |
|--------------------|

Note - Item 3.2 is optional.

### Notices may be given to (Indicate if the email is different from item 1, 2 or 3 above)

#### 4.1 Lessor

|       |                                         |                             |                                        |
|-------|-----------------------------------------|-----------------------------|----------------------------------------|
| Email | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | <b>pm4logan@stonerealestate.com.au</b> |
|-------|-----------------------------------------|-----------------------------|----------------------------------------|

|         |                              |                                        |  |
|---------|------------------------------|----------------------------------------|--|
| Text    |                              |                                        |  |
| Message | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |  |

#### 4.2 Tenant/s

Email Yes ☒ No ☐ rebecca75butterworth@gmail.com;  
ijmcmillan1979@gmail.com;

Text  
Message Yes ☐ No ☒ 0422 779 878,0434 671 834

#### 4.3 Agent

Email Yes ☒ No ☐ pm4logan@stonerealestate.com.au

Text  
Message Yes ☒ No ☐ 0733872222

#### 5.1 Address of the rental premises

|                  |      |
|------------------|------|
| 8 Duranata Court |      |
| Crestmead QLD    | 4132 |

#### 5.2 Inclusions provided.

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

**PLEASE REFER TO THE ENTRY CONDITION REPORT OR THE LEASE CONDITIONS FOR ANY INCLUSIONS.**

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

|  |
|--|
|  |
|--|

#### 6.1 The term of the agreement is

Fixed term agreement

6.2 Starting on 19/08/2026

6.3 Ending on 17/08/2027

see clause 4(2)

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

7 Rent \$ 600.00 per week

See clause 8(1)

8 Rent must be paid on the Wednesday day of each

Insert day. See clause 8(2)

week

Insert week, fortnight or month

#### 9 Methods of rent payment

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

##### a. Direct Debit:

Payment can be processed via OurProperty Payments

##### b. Credit/Debit card:

Payment can be processed via OurProperty Payments

##### c. Wallet:

Payment can be processed via OurProperty Payments.

##### d. Manual EFT:

Payment can be processed via OurProperty Payments.

##### e. Direct Debit Control:

Payment can be processed via OurProperty Payments.

##### f. Post Office:

Payment can be processed at an Australia Post office with a supplied barcode for each payment. Payment can be made by Cash or EFTPOS.

Note : Payment methods available and any associated charges are subject to change over the course of the lease.

#### 10 Place of rent payment

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

|  |
|--|
|  |
|--|

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

15/07/2025

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

**12 Rental bond amount** \$ 2400.00

See clause 13

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

Electricity

Gas

Phone

Any other service that a tenant must pay: As the account holder, direct to the supplier

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

**Yes (Usage Only)**

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

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

Electricity

Gas

Phone

100%

100%

100%

Any other service stated in item 13.1 See special terms (page 8)

100%

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

Electricity

As the account holder, direct to the supplier

Gas

As the account holder, direct to the supplier

Phone

As the account holder, direct to the supplier

Any other service stated in item 13.1  
See special terms (page 8)

As the account holder, direct to the supplier

**16 Number of persons allowed to reside at the premises**

3

See clause 22

**17.1 Are there any body corporate by-laws applicable to the occupation of the premises by a tenant?** See

clause 22

No

**17.2 Has the tenant been given a copy of the relevant by-laws** See clause 23

No

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

Electrical Repairs

Phased Electrical

Phone

0422 220 470

Plumbing Repairs

Tarck Plumbing

Phone

0417 605 284

Other repairs

Richie King Building

Phone

0427 318 099

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

☒ Yes

☐ No - please provide lessor contact details below

Name

Phone

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

Type

Number

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

## Part 2 Standard Terms

### Division 1 Preliminary

## 1 Interpretation

---

In this agreement -

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

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

---

- (1) This part states, under section 55, the standard terms of a general tenancy agreement.
- (2) The [Act](#) also imposes duties on, and gives entitlements to, the lessor and tenant that are taken to be included as terms of this agreement.
- (3) The lessor and tenant may agree on other terms of this agreement (**special terms**).
- (4) A duty or entitlement under the [Act](#) overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (5) A standard term overrides a special term if they are inconsistent.
- (6) Any body corporate by-laws that apply to the occupation of the premises by the tenant, for the time being in force, are taken to be terms of this agreement.
- (7) A breach of this agreement may also be an offence under the [Act](#).

*Examples for subclause (7)-*

- It is an offence for the lessor or lessor's agent to enter the premises in contravention of the rules of entry under sections 192 to 199.
- It is an offence if the tenant does not sign and return the condition report to the lessor or lessor's agent under section 65.

## 3 More than 1 lessor or tenant

---

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

- (b) must perform all of the tenant's obligations under this agreement.

## Division 2 Entering tenancy

### 4 Start of tenancy

---

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

### 5 Entry condition report - s 65

---

- (1) The lessor or lessor's agent must prepare, in the approved form, and sign a condition report for the premises.
- (2) A copy of the condition report must be given to the tenant on or before the day the tenant occupies the premises under this agreement.
- (3) If the tenant does not agree with the condition report, the tenant must mark the copy of the report in an appropriate way to show the parts the tenant disagrees with.
- (4) The tenant must sign and return the copy of the condition report to the lessor or lessor's agent no later than 7 days after the later of the following days -
  - (a) the day the tenant occupies the premises;
  - (b) the day the tenant is given the copy of the condition report.
- (5) After the copy of the condition report is returned to the lessor or lessor's agent by the tenant, the lessor or lessor's agent must make a copy of the condition report and return it to the tenant within 14 days.
- (6) However, the lessor or lessor's agent does not have to prepare a condition report for the premises if -
  - (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
  - (b) in accordance with the [Act](#), a condition report was prepared for the premises for the earlier residential tenancy agreement.

(7) If a condition report is not prepared for this agreement because subclause (6) applies, the condition report prepared for the earlier residential tenancy agreement is taken to be the condition report for this agreement.

## **6 Continuation of fixed term agreement - s 70**

---

(1) This clause applies if -

- (a) this agreement is a fixed term agreement; and
- (b) none of the following notices are given, or agreements or applications made, before the day the term ends (the **end day**) -
  - i. a notice to leave;
  - ii. a notice of intention to leave;
  - iii. an abandonment termination notice;
  - iv. a notice, agreement or application relating to the death of a sole tenant under section 324A;
  - v. a separate written agreement between the lessor and tenant under section 277(a) to end this agreement.

(2) This agreement, other than a term about this agreement's term, continues to apply after the end day on the basis that the tenant is holding over under a periodic agreement.

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

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

---

(1) This clause applies if -

- (a) this agreement is a fixed term agreement; and
- (b) the tenant ends this agreement before the term ends other than in a way permitted under the [Act](#).

(2) The tenant must pay the reletting costs under section 357A(3).

*Note* - For when the tenant may end this agreement early, see clause 40 and the information statement.

(3) This clause does not apply if, after experiencing domestic violence, the tenant ends the tenant's interest in this agreement under [chapter 5, part 1, division 3](#), subdivision 2A of the [Act](#).

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

## **Division 3 Rent**

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

---

(1) The tenant must pay the rent stated in item 7.

(2) The rent must be paid on the days stated in item 8.

(3) The rent must be paid -

- (a) in a way stated in item 9; or
  - Note* - Under section 83, at least 2 ways for the tenant to pay the rent must be stated in this agreement.
- (b) in a way agreed after the signing of this agreement by -
  - i. the lessor or tenant giving the other party a notice proposing a way; and
  - ii. the other party agreeing to the proposal in writing; or

(c) if the lessor or lessor's agent intends to change the way rent is paid to a way that is not stated in item 9 and no way is agreed to after the signing of this agreement - in a way the lessor or lessor's agent proposes by notice to the tenant under section 84A.

(4) The lessor or lessor's agent must give the tenant a notice advising of the costs associated with the ways to pay rent offered to the tenant that the tenant would not reasonably be aware of if the lessor or lessor's agent knows or could reasonably be expected to find out about the costs.

(5) Also, the lessor or lessor's agent must declare any financial benefit the lessor or lessor's agent may receive if the tenant uses a particular way to pay rent.

(6) If a place is stated in item 10, the rent must be paid at the place.

(7) If, after the signing of this agreement, the lessor gives a notice to the tenant stating a place, or a different place, for payment of rent and the place is reasonable, the rent must be paid at the place while the notice is in force.

(8) If no place is stated in item 10 and there is no notice stating a place, the rent must be paid at an appropriate place.

*Examples of an appropriate place -*

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

### **9 Rent in advance - s 87**

---

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

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

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

## **10 Rent increases - ss 91 and 93**

---

- (1) If the lessor proposes to increase the rent, the lessor must give notice of the proposal to the tenant.
- (2) The notice must state -
  - (a) the amount of the increased rent; and
  - (b) the day from when the rent is payable; and
  - (c) the day the rent was last increased for the premises.
- (3) The day from when the increased rent is payable must not be earlier than the later of the following -
  - (a) 2 months after the day the notice is given;
  - (b) 12 months after the last rent increase for the premises in accordance with section 93.
- (4) Subject to an order of the tribunal, the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.
- (5) However, the increased rent is payable by the tenant only if -
  - (a) the rent is increased in compliance with this clause and the [Act](#); and
  - (b) the increased rent is not payable earlier than 12 months after the last rent increase for the premises in accordance with section 93; and
  - (c) the increase in rent does not relate to -
    - (i) compliance of the premises with the prescribed minimum housing standards; or
    - (ii) keeping a pet or working dog at the premises.
- (6) Also, if this agreement is a fixed term agreement, the rent may not be increased before the term ends unless -
  - (a) this agreement provides for the rent increase; and
  - (b) this agreement states the amount of the increase or how the amount of the increase is to be worked out; and
  - (c) the increase is made in compliance with the matters mentioned in paragraph (b).

## **11 Application to tribunal about rent increase - s 92**

---

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

## **12 Rent decreases - s 94**

---

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

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

## **Division 4 Rental bond**

## **13 Rental bond required - ss 111 and 116**

---

- (1) If a rental bond is stated in item 12, the tenant must pay to the lessor or lessor's agent the bond -
  - (a) if a special term requires the bond to be paid at a stated time - at the stated time; or
  - (b) if a special term requires the bond to be paid by instalments - by instalments; or
  - (c) otherwise - when the tenant signs this agreement.

*Note* - There is a maximum rental bond that may be required. See sections 112(1) and 146 and the information statement.
- (2) The lessor or lessor's agent must, within 10 days of receiving the rental bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.
- (3) The rental bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.

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

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

---

#### **14 Increase in rental bond - s 154**

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

#### **Division 5 Outgoings**

---

#### **15 Outgoings - s 163**

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

*Examples -*

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

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

---

#### **16 General service charges - ss 164 and 165**

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

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

- (d) item 15 states how the charge may be recovered by the lessor from the tenant.

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

---

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

- (1) The tenant must pay an amount for the water consumption charges for the premises if -
  - (a) the tenant is enjoying or sharing the benefit of a water service to the premises; and
  - (b) the premises are individually metered for the supply of water or water is supplied to the premises by delivery by means of a vehicle; and
  - (c) item 13.2 states that the tenant must pay for water supplied to the premises
- (2) However, the tenant does not have to pay an amount -
  - (a) that is more than the amount of the water consumption charges payable to the relevant water supplier; or
  - (b) that is a fixed charge for the water service to the premises.
- (3) Also, the tenant does not have to pay an amount for a reasonable quantity of water supplied to the premises for a period if, during the period, the premises are not water efficient for section 166.

*Note* - For details about water efficiency, see the information statement.
- (4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169(4)(a) to (e).
- (5) The lessor must give the tenant copies of water consumption charges documents within 4 weeks after the lessor receives the documents.
- (6) The tenant must pay the amount of the water consumption charge to the lessor within 4 weeks after the lessor gives the tenant copies of the water consumption charges documents about the incurring of the amount.

(7) The tenant is not required to pay an amount for the water consumption charges if the tenant has not received a copy of the water consumption charges document about the amount payable to the relevant water supplier.

(8) Subclause (9) applies if water consumption charges are payable for a period that includes part but not all of a period specified, or to be specified, in a water consumption charges document.

(9) The tenant may be required to pay an amount, calculated for a partial billing period under section 166A, using -

(a) a meter reading for the premises recorded in a condition report; and

(b) a reasonable estimate of the volume of water supplied to the premises during the period for which water consumption charges are payable by the tenant; and

(c) the rate used to calculate the water consumption charge stated in the most recent water consumption charges document.

(10) In this clause -

**water consumption charge**, for premises, means the variable part of a water service charge assessed on the volume of water supplied to the premises.

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

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

## **Division 6 Rights and obligations during tenancy**

### **Subdivision 1 Occupation and use of premises**

#### **18 No legal impediments to occupation - s 181**

---

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

*Examples of possible legal impediments -*

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

#### **19 Vacant possession and quiet enjoyment- ss 182 and 183**

---

(1) The lessor must ensure the tenant has vacant possession of the premises (other than a part of the premises that the tenant does not have a right to occupy exclusively) on the day the tenant is entitled to occupy the premises under this agreement.

*Editor's note* - Parts of the premises where the tenant does not have a right to occupy exclusively may be identified in a special term.

(2) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.

(3) The lessor or lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

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

---

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

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

---

(1) The tenant may use the premises -

(a) only as a place of residence; or

(b) mainly as a place of residence and for another use allowed under a special term.

(2) The tenant must not -

(a) use the premises for an illegal purpose; or

(b) cause a nuisance by the use of the premises; or

*Examples of things that may constitute a nuisance -*

- using paints or chemicals on the premises that go onto or cause odours on adjoining land
- making loud noises
- allowing large amounts of water to escape onto adjoining land

(c) interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant; or

(d) allow another person on the premises to interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant.

#### **22 Number of occupants allowed**

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

### **23 Body corporate by-laws - s 69**

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

### **Subdivision 2 Standard of premises**

### **24 Lessor's obligations - s 185**

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

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

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

### **25 Tenant's obligations generally - s 188**

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

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

### **Subdivision 3 The dwelling**

### **26 Fixtures or structural changes - ss 207 - 209**

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

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

- (2) The lessor must -

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

*Examples of conditions -*

- i. that the tenant must maintain the fixture in a particular way
  - ii. that the tenant must remove the fixture and must repair damage caused by removing the fixture
  - iii. that the lessor must compensate the tenant for the fixture if the tenant can not remove it
- (4) The tenant must comply with any conditions of the agreement given by the lessor or body corporate.
  - (5) In this clause -
    - body corporate premises** means premises -
      - (a) that are part of a body corporate scheme; and
      - (b) for which, under a body corporate law or body corporate by-law, the approval of the body corporate is required for the attachment of a fixture, or the making of a structural change, to the premises.

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

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

## **28 Supply of locks and keys - s 210**

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

## **29 Changing locks - ss 211 and 212**

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- (1) The lessor or tenant may change a lock at the premises only if -
  - (a) the other party to this agreement agrees to the change; or
  - (b) the lessor or tenant has a reasonable excuse for making the change; or
  - (c) the lessor or tenant believes the change is necessary because of an emergency; or
  - (d) the lock is changed to comply with an order of the tribunal.
- (2) However, the tenant may also change a lock at the premises if the tenant -
  - (a) believes the change is necessary to protect the tenant or another occupant of the premises from domestic violence; and  
For more information visit the Domestic violence in a rental property webpage on the RTA website.
  - (b) engages a locksmith or other qualified tradesperson to change the lock.
- (3) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- (4) If the lessor or tenant changes a lock, the lessor or tenant must give the other party to this agreement a key for the changed lock, unless -

- (a) the other party agrees to not being given the key; or
  - (b) the tribunal orders that the key not be given to the other party
- (5) If the tenant changes a lock under subclause (2) and gives the lessor a key for the changed lock, the lessor must not give the key to any other person without the tenant's agreement or a reasonable excuse.
- (6) The right of the lessor or tenant to change a lock under this clause is subject to a body corporate law or a body corporate by-law that applies to the premises.

#### **Subdivision 4 Damage and repairs**

#### **30 Meaning of emergency and routine repairs - ss 214 and 215**

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

#### **31 Nominated repairer for emergency repairs - s 216**

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

#### **32 Notice of damage - s 217**

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

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

### **33 Emergency repairs arranged by tenant - ss 218 and 219**

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(1) The tenant may arrange for a suitably qualified person to make emergency repairs of the premises or apply to the tribunal under section 221 for orders about the repairs if -

- (a) the tenant has been unable to notify the lessor or nominated repairer of the need for the repairs; or
- (b) the repairs are not made within a reasonable time after notice is given.

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

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

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

### **Subdivision 5 Pets**

### **34 Keeping pets and other animals at premises - ss 184B and 184G**

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

Notes -

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

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

(4) An authorisation to keep a pet or working dog at the premises continues for the life of the pet or working dog and is not affected by any of the following matters -

- (a) the ending of this agreement, if the tenant continues occupying the premises under a new agreement;
- (b) a change in the lessor or lessor's agent;
- (c) for a working dog - the retirement of the dog from the service the dog provided as a working dog.

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

Examples -

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

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

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

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

### **36 Request for approval to keep pet - ss 184D and 184E**

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(1) The tenant may, using the approved form, request the lessor's approval to keep a stated pet at the premises.

(2) The lessor must respond to the tenant's request within 14 days after receiving the request.

(3) The lessor's response to the request must be in writing and state -

- (a) whether the lessor approves or refuses the tenant's request; and
- (b) if the lessor approves the tenant's request subject to conditions - the conditions of the approval; and

*Note* - See clause 37 for limitations on conditions of approval to keep a pet at the premises.

(c) if the lessor refuses the tenant's request-

- (i) the grounds for the refusal; and
- (ii) the reasons the lessor believes the grounds for the refusal apply to the request.

(4) The lessor may refuse the request for approval to keep a pet at the premises only on 1 or more of the following grounds -

- (a) keeping the pet would exceed a reasonable number of animals being kept at the premises;
- (b) the premises are unsuitable for keeping the pet because of a lack of appropriate fencing, open space or another thing necessary to humanely accommodate the pet;
- (c) keeping the pet is likely to cause damage to the premises that could not practicably be repaired for a cost that is less than the

amount of the rental bond for the premises;

(d) keeping the pet would pose an unacceptable risk to the health and safety of a person, including, for example, because the pet is venomous;

(e) keeping the pet would contravene a law;

(f) keeping the pet would contravene a body corporate by-law applying to the premises;

(g) if the lessor proposed reasonable conditions for approval and the conditions comply with clause 37 - the tenant has not agreed to the conditions;

(h) the animal stated in the request is not a pet as defined in section 184A;

(i) another ground prescribed by a regulation under section 184E(1)(j).

(5) The lessor is taken to approve the keeping of the pet at the premises if -

(a) the lessor does not comply with subclause (2); or

(b) the lessor's response does not comply with subclause (3).

### **37 Conditions for approval to keep pet at premises - s 184F**

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(1) The lessor's approval to keep a pet at the premises may be subject to conditions if the conditions -

(a) relate only to keeping the pet at the premises; and

(b) are reasonable having regard to the type of pet and the nature of the premises; and

(c) are stated in the written approval given to the tenant under clause 36(3).

(2) Without limiting subclause (1)(b), the following conditions of the lessor's approval are taken to be reasonable -

(a) if the pet is not a type of pet ordinarily kept inside - a condition requiring the pet to be kept outside at the premises;

(b) if the pet is capable of carrying parasites that could infest the premises - a condition requiring the premises to be professionally fumigated at the end of the tenancy;

(c) if the pet is allowed inside the premises - a condition requiring carpets in the premises to be professionally cleaned at the end of the tenancy.

(3) A condition of the lessor's approval to keep a pet at the premises is void if the condition -

(a) would have the effect of the lessor contravening section 171 or 172; or

(b) would, as a term of this agreement, be void under section 173; or

(c) would increase the rent or rental bond payable by the tenant; or

(d) would require any form of security from the tenant.

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

### **Division 7 Restrictions on transfer or subletting by tenant**

#### **38 General - ss 238 and 240**

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(1) Subject to clause 39, the tenant may transfer all or a part of the tenant's interest under this agreement, or sublet the premises, only if

(a) the lessor agrees in writing to the transfer or subletting; or

(b) the transfer or subletting is made under an order of the tribunal.

(2) The lessor must act reasonably in failing to agree to the transfer or subletting.

(3) The lessor is taken to act unreasonably in failing to agree to the transfer or subletting if the lessor acts in a capricious or retaliatory way.

(4) The lessor or lessor's agent must not require the tenant to pay, or accept from the tenant, an amount for the lessor's agreement to a transfer or subletting by the tenant, other than an amount for the reasonable expenses incurred by the lessor in agreeing to the transfer or subletting.

#### **39 State assisted lessors or employees of lessor - s 237**

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(1) This clause applies if -

(a) the lessor is the State; or

(b) the lessor is an entity receiving assistance from the State to supply rented accommodation; or

(c) the tenant's right to occupy the premises is given under the tenant's terms of employment.

(2) The tenant may transfer the whole or part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing to the transfer or subletting.

### **Division 8 When agreement ends**

#### **40 Ending of agreement - s 277**

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(1) This agreement ends only if -

- (a) the lessor and tenant agree, in a separate written document, to end this agreement; or
- (b) the lessor gives a notice to leave premises to the tenant under section 326 and the tenant hands over vacant possession of the premises to the lessor on or after the handover day stated in the notice; or
- (c) the tenant gives a notice of intention to leave premises to the lessor under section 327 and hands over vacant possession of the premises to the lessor on or after the handover day stated in the notice; or
- (d) the tenant vacates, or is removed from, the premises after receiving a notice from a mortgagee or appointed person under section 317; or
- (e) the tenant abandons the premises and the period for which the tenant paid rent has ended; or
- (f) the tribunal makes an order terminating this agreement.

(2) Also, this agreement ends for a sole tenant if -

- (a) the tenant gives the lessor a notice ending tenancy interest and hands over vacant possession of the premises; or

*Note* - See [chapter 5, part 1, division 3](#), subdivision 2A of the [Act](#) for the obligations of the lessor and tenant relating to a notice ending tenancy interest.

- (b) the tenant dies.

*Note* - See section 324A for when this agreement ends if a sole tenant dies.

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#### 41 Condition premises must be left in - s 188

(1) At the end of the tenancy, the tenant must leave the premises, as far as possible, in the same condition they were in at the start of the tenancy, fair wear and tear excepted.

*Examples of what may be fair wear and tear -*

- i. wear that happens during normal use
- ii. changes that happen with ageing

(2) The tenant's obligation mentioned in subclause (1) does not apply to the extent the obligation would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises caused by an act of domestic violence experienced by the tenant.

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

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#### 42 Keys

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

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#### 43 Tenant's forwarding address - s 205

(1) When handing over possession of the premises, the tenant must, if the lessor or lessor's agent asks the tenant in writing to state the tenant's new residential address, tell the lessor or lessor's agent the tenant's new residential address.

(2) However, subclause (1) does not apply if -

- (a) the tenant has a reasonable excuse for not telling the lessor or lessor's agent the new address; or
- (b) after experiencing domestic violence, the tenant ended the tenant's interest in this agreement, under [chapter 5, part 1, division 3](#), subdivision 2A of the [Act](#).

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

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#### 44 Exit condition report - s 66

(1) The tenant must, on or before the day this agreement ends, prepare and sign a condition report for the premises in the approved form.

*Note* - For the approved form for the condition report, see the information statement.

(2) As soon as practicable after this agreement ends, the tenant must give 1 copy of the condition report to the lessor or lessor's agent.

*Example of what might be as soon as practicable* - when the tenant returns the keys for the premises to the lessor or lessor's agent

(3) The lessor or lessor's agent must, within 3 business days after receiving the copy of the condition report-

- (a) sign the copy; and
- (b) if the lessor or lessor's agent does not agree with the report - show the parts of the report the lessor or lessor's agent disagrees with by marking the copy in an appropriate way; and
- (c) if the tenant has given a forwarding address to the lessor or lessor's agent - make a copy of the report and return it to the tenant at the address.

(4) The lessor or lessor's agent must keep a copy of the condition report signed by both parties for at least 1 year after this agreement ends.

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

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

## **Division 9 Miscellaneous**

### **46 Supply of goods and services - s 171**

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

### **47 Lessor's agent - s 206**

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

*Note* - See also [sections 24](#) and [25](#).

### **48 Notices**

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- (1) A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.
  - (2) A notice from the tenant to the lessor may be given to the lessor's agent.
  - (3) A notice may be given to a relevant party -
    - (a) by giving it to the relevant party personally; or
    - (b) if an address for service for the relevant party is stated in item 1, 2 or 3 - by leaving it at the address or sending it by prepaid post as a letter to the address; or
    - (c) if an electronic address for a type of electronic communication for the relevant party is stated in item 1, 2 or 3 and item 4 indicates that a notice may be given by that type of electronic communication - by sending it by electronic communication to the electronic address in accordance with the [Electronic Transactions \(Queensland\) Act 2001](#).
- Examples of types of electronic communication* - email, facsimile, text message
- (4) If no address for service is stated in item 2 for the tenant, the tenant's address for service is taken to be the address of the premises.
  - (5) A relevant party may change their address for service or electronic address only by giving notice to each other relevant party of their new address for service or a new electronic address.
  - (6) On the giving of a notice of a new address for service or new electronic address for a relevant party, the address for service or electronic address stated in the notice is taken to be the relevant party's address for the relevant item in this agreement.
  - (7) A relevant party may withdraw their consent to notices being given to them by electronic communication, or to a specific electronic address, only by giving notice to each other relevant party that notices are no longer to be given to the relevant party electronically, or to that electronic address.
  - (8) Unless the contrary is proved -
    - (a) a notice left at an address for service is taken to have been received by the person to whom the address relates when the notice was left at the address; and
    - (b) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post; and
    - (c) a notice sent by electronic communication to an electronic address is taken to have been received by the recipient -
      - (i) if the type of electronic communication is email - when the email enters the recipient's email server; or
      - (ii) if the type of electronic communication is facsimile - when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; or
      - (iii) otherwise - at the time stated in the [Electronic Transactions \(Queensland\) Act 2001](#), section 24.
  - (9) In this clause -

**relevant party** means -

    - (a) the lessor; or
    - (b) the tenant; or

(c) if there is an agent of the lessor - the lessor's agent.

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

### Special Terms

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These special terms have been adopted and approved by The Real Estate Institute of Queensland Ltd.

**49. Occupation and use of premises**

The tenant must not permit persons other than the persons and the number of persons nominated as approved occupants in Part 1 and Part 3 of this agreement to reside at the premises without the written consent of the lessor. The lessor must act reasonably in exercising the lessor's discretion when determining whether or not to consent to a request by the tenant for any change to the approved tenants or occupants.

**50. Subletting via online home sharing platforms**

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

**51. Care of the premises by the tenant**

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

**52. Photographs of the property during an inspection**

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

**53. Locks and keys**

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

**54. Liability excluded**

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

- a. injury, bodily or otherwise, or death of any person, including the tenant or an approved occupant; or
  - b. loss, damage to, or destruction of, property whether real or personal, belonging to any person, including the tenant or an approved occupant;
- as a direct or indirect result of the tenant's negligent acts or omissions.

**55. Lessor's insurance**

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

2. The lessor may claim from the tenant -
  - a. any increase in the premium of the lessor's insurance; and
  - b. any excess on claim by the lessor on the lessor's insurance; and
  - c. any other cost and expenses incurred by the lessor;
 as a direct or indirect result of the tenant's negligent acts or omissions.

#### 56. Tenant's insurance

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

#### 57. Smoke alarm obligations

The tenant must-

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

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

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

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

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

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

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

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

#### 58. Portable pool obligations

1. The tenant must-

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

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

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

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

#### 59. Pets

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

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

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

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

#### 60. Electronic Signing

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

#### Addendum - Special Terms

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**These terms are in addition to the Standard Terms and only form part of this Agreement provided they do not conflict with the Act or the Standard Terms and the parties have agreed to the Special Terms.**

## **1 Condition of Premises**

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The lessor shall ensure, as part of its obligations under Clause 25 of the Standard Terms, the premises are in a reasonable state of repair and are free from vermin at the commencement of the Tenancy.

## **2 Care of Premises**

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The Tenant agrees:

- (a) Not to do anything that involves painting, marking or defacing the premises internally or externally or using nails, screws or adhesives without the prior written consent of the Lessor.
- (b) To place all household rubbish in the bin provided by the local authority and put the bin out for collection on the designated day for collection and remove the bin to the premises as soon as practicable after it has been emptied and return it to its allotted place.
- (c) Not to use any sink, basin, toilet, drain or like facility in or connected to the premises for other than their intended use or to do anything that might damage or block the plumbing drainage or sewerage system servicing the premises.
- (d) Not to affix any television antenna to the premises.
- (e) Not to hang washing, or other articles anywhere but in areas provided or designated for this purpose.
- (f) To maintain all garden areas including watering trees and other plants, to mow the lawn and remove garden rubbish (including pet waste) from the premises.
- (g) Car parking - I/We the tenant(s) understand and agree that both tenants and visitors are not to park on the lawns or the footpath, any damage found due to the breach of this term will be repaired at the expense of the tenant. (If Applicable) in body corporate complexes, tenants are not to park in allocated visitor car parks as per Body Corporate by laws.
- (h) Not to construct and/or use a portable wading pool, spa or such other regulated pool/s that:
  - (1) is capable of being filled with water to a depth of more than 300mm; or
  - (2) has a volume of more than 2000L; or
  - (3) has a filtration system.

Such pools as described above are considered regulated pools under the *Building Act 1975* and require compliant pool fencing and/or pool barriers.

- (i) To only operate any machinery, plant or equipment on the premises in accordance with the lessor's or manufacturer's instructions.
- (j) Not to maliciously or negligently damage the premises or any part of the premises.
- (k) Not to alter or remove any fixture or inclusion of the premises or add any lock or security device without the lessor's agreement, and in such case to provide the lessor / lessor's agent with a copy of the key or access codes.
- (l) To, in respect to smoke alarms in the premises:
  - (1) test each smoke alarm at least once every 12 months of the tenancy by:
    - (a) pressing a button or other device on the smoke alarm to indicate whether the alarm is capable of detecting smoke; or
    - (b) testing the alarm in the way stated in the Information Statement.
  - (2) replace, in accordance with the Information Statement, each battery that is spent or that the Tenant is aware is almost spent.
  - (3) advise the lessor / lessor's agent as soon as practicable when the tenant is aware a smoke alarm has failed or is about to fail
  - (4) clean each smoke alarm as stated in the information statement at least once every 12 months of the tenancy
  - (5) not remove or do anything that would reduce the effectiveness of a smoke alarm
- (m) To replace cracked and/or broken glass where such breakage has arisen as a result of malicious damage or other action on the part of the tenant or it's guest/s.
- (n) To keep the premises free of rodents, cockroaches and other vermin and to notify the lessor promptly of any vermin or pest infestation which, should the presence of such vermin or infestation have arisen due to act or neglect on the part of the tenant, shall be the tenant's responsibility to remedy.
- (o) To replace any light bulbs and fluro tubes that have blown during the term of the tenancy.
- (p) To at all times during the term of the tenancy, comply with the terms of this General Tenancy Agreement including Addendum - Special Terms.
- (q) Where a product, fixture or fitting provided with the premises has a warning label or safety instructions attached the tenant is not to deface, damage or remove such label.

## **3 Pets**

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The Tenant agrees:

- (1) The tenant may not keep pets on the premises other than:

- (a) In accordance with Item 17 of Part 2 Standard Terms, Subdivision 5 Pets and this Clause 3; or
  - (b) Subsequent to the entering into this agreement where written permission is given by the lessor, such permission being subject to the terms of this agreement.
- (2) The tenant agrees at all times to:
- (a) Keep the pets under control, particularly in respect of noise.
  - (b) Maintain the cleanliness and health of the pets including appropriate vaccination.
  - (c) Keep all areas, where the pet/s are allowed, clean and parasite free.
  - (d) Abide by any body corporate by-laws and laws, by-laws and regulations of any competent authority or local council in relation to pets.
  - (e) Keep any cats indoors at night.
  - (f) Where the premises are part of a body corporate, restrain pets when in any common areas of the property by way of a leash or similar restraint device.
  - (g) Regularly remove pet droppings in an appropriate manner.
  - (h) Dispose of any deceased pets' bodies in an appropriate manner and in accordance with all local government by-laws or guidelines where applicable.
- (3) The tenant warrants that it has inspected the fences at the start of the tenancy and found them to be adequate to enclose the pet/s.
- (4) If during the tenancy the fences are found to be inadequate to enclose the pets:
- (a) The tenant must promptly remove the pet/s from the premises until the fence is repaired; and
  - (b) Report the inadequacy or damage to the lessor/lessor's agent.
- (5) If the tenant breaches any of the conditions of this Clause 3 and such breach is not rectified within 14 days of the tenant being given a notice to rectify, the tenant will be required to remove the pet/s from the premises.
- (6) Any further instruction from the lessor in relation to Pets will be included in Part 3 Special terms.

#### **4 During Occupancy**

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The Tenant agrees:

- (1) The tenant agrees that only the persons nominated in Addendum - Additional Items - Item (B) or as specified on the Application for Tenancy, and their children up to the maximum number of persons authorised under this agreement, are to reside on the premises. Approval must be sought from the lessor / lessor's agent for any other persons to reside on the premises during the tenancy.
- (2) The tenant is aware that the lessor / lessor's agent may maintain possession of a set of keys to the premises.
- (3) The tenant may not grant other person's a licence to occupy or use the whole or part of the premises for the tenant's commercial gain, whether by written or verbal agreement with the other person/s, without the lessor's consent having been first obtained. The lessor must act reasonably.

#### **5 End of Occupancy**

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The tenant will on vacating the premises:

- (a) Return all keys, keycards and other security devices (if any) and make good the cost of replacement should any of these items not be returned or be lost at any time.
- (b) On the last day of the tenancy have all carpets cleaned to a professional standard similar to the standard as provided by the lessor/lessor's agent at the start of the tenancy.
- (c) Fair wear and tear accepted, repair damage to the premises arising or as a result of the tenant's or its guest's actions including damage (if any) caused by the Tenant's pets.
- (d) Remove all the tenant's property from the premises including rubbish and property on the premises not the property of the lessor.
- (e) Leave the premises (including the grounds) in a neat and tidy condition
- (f) Fumigate as reasonably required if pets have been on the premises.
- (g) Provide written evidence of compliance with the requirements of Addendum - Special Terms - Clause 5 (b), (c) and (f) to the lessor / lessor's agent on or before vacating.
- (h) Return all remote control devices in good working order and condition including batteries, and where not returned, make good the cost of replacement.

#### **6 Breach of Tenancy**

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Note: Section 429 of the Act states: If there is a dispute between the lessor and tenant about (this) Agreement, either party may apply to the tribunal for an order and the tribunal may make any order it considers appropriate, to resolve the dispute.

- (1) The lessor having, where appropriate, taken reasonable steps to mitigate its losses, may claim from the tenant any reasonable costs or expenses incurred by the lessor arising from or as a result of:

(a) the acts or omissions of the tenant, its guest or invitees other than invitees permitted to enter the Premises for the purpose of carrying out works as authorised by the lessor or lessor's agent in accordance with this agreement.

(b) the tenant's failure to comply with the tenant's obligations under the Act or this agreement.

(2) If at the end of the tenancy the tenant is in breach of any of its obligations under this tenancy agreement the lessor may rectify such breach and claim the cost of such rectification from the rental bond or the tenant, subject to the provisions of the Act.

(3) Should the agreement be terminated by the tenant or by a tenant's breach of the agreement before the ending date of this Agreement:

(a) the tenant agrees to pay reasonable costs (re-letting and advertising costs) in accordance with Clause 7 of the Standard Terms of this agreement and continue to fulfill their obligations under this agreement until another General Tenancy Agreement is entered into by the lessor / lessor's agent for the Premises or until the tenant's General Tenancy Agreement expires, whichever is sooner.

(b) the tenant may be liable to pay any loss of rent incurred by the lessor in re-letting the Premises where the lessor/ lessor's agent has taken reasonable steps to reduce or minimize rental losses.

## **7 Insurance/Indemnity**

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(1) The tenant will not by act or omission do anything which would cause any increase in the premium of any insurance the lessor may have over the premises (or their contents) or cause such insurance policy to be invalidated.

(2) The tenant shall be responsible for insuring the tenants own property.

## **8 Liability Statement**

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Except in the case where the lessor and/or the lessor's agent have been negligent or fail to comply with obligations under the Act, neither the lessor or the lessor's agent (acting with the lessor's authority) will be liable for any loss or damage suffered by the tenant or other persons on the premises with respect to either person or property AND the tenant indemnifies the lessor and/or the lessor's agent against all liability with respect to injury or damage to the tenant or other persons or the property of either occurring on the premises as a result of any act or omission by the tenant or others on the premises with the consent of the tenant. Note: The provisions of Section 429 allow either party to apply to the Tribunal in case of a dispute.

## **9 Interpretation**

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For the purposes of this agreement Premises, where mentioned shall mean the premises, fixtures and inclusions, if any.

## **10 Notice of Rent Increases**

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In the case of a fixed term agreement the tenant agrees, if a rent increase is stated in Addendum - Additional Items - Item (C):

(a) subject to Clause 10 of the Standard Terms, the rental may be increased before the term ends and such increase shall be as set out in Addendum - Additional Items - Item (C).

(b) Notice must be given by the lessor / lessor's agent not less than two months prior to the rent increase commencement date advising of a rental increase and the date of such increase.

Note: In case of a disagreement, the provisions of Clause 11 of the Standard Terms may be applicable.

## **11 Provision of Documents**

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The parties agree to the delivery and service of documents or other communication via electronic means including SMS text messaging, emailing or other forms of electronic communication where such information has been provided by a party in this Agreement.

## **12 Inspections**

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(1) The tenant will permit the lessor / lessor's agent, on entering the Premises in accordance with Clause 20 (routine inspections) of the Standard Terms, to photographically record the condition of the Premises. The photos will be used to compare with photos taken in preparation of the Entry Condition Report provided to the tenant at the start of the Tenancy. Such comparison is to assist in identifying any damage or defects that may arise during the tenancy. Photos may not be used for advertising or any other purpose and copies will be provided to the tenant on request at no charge. Should the lessor / lessor's agent require photos of the Premise for any purpose other than as outlined above the lessor / lessor's agent must obtain the tenant's written authorisation.

(2) Reasonable care will be taken to avoid such photographic records including details of the tenant's personal property and effects.

## **13 Privacy Statement**

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(1) The lessor's agent must comply with the provisions of the Australian Privacy Principles (*Privacy Act 1988*) and where required maintain a Privacy Policy.

(2) The Privacy Policy outlines how the lessor's agent collects and uses personal information provided by you as the tenant, or obtained by

other means, to provide the services required by you or on your behalf.

(3) You as the tenant agree the lessor's agent may, subject to the *Privacy Act 1988 (CTH)* (where applicable), collect, use and disclose such information to:

- (a) the lessor of the Premises to which this Tenancy Agreement applies; and/or
  - (b) (subject to the provisions of Chapter 9 of the Act) residential tenancy databases for the purpose of enabling a proper assessment of the risk in providing you with the lease and if applicable listing tenancy agreement breaches; and/or
  - (c) tradespeople and similar contractors engaged by the lessor / lessor's agent in order to facilitate the carrying out of works with respect to the Premises; and/or
  - (d) the lessor's insurance companies; authorised real estate personnel; courts and tribunals and other third parties as may be required by the lessor's agent relating to the administration of the Premises and use of the lessor's agent's services; and/or
  - (e) Body Corporates
- (4) Without provision of certain information the lessor's agent may not be able to act effectively or at all in the administration of this Agreement.
- (5) The tenant has the right to access such personal information and may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.
- (6) The lessor's agent will provide (where applicable), on request, a copy of its Privacy Policy.

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#### **14 Telephone**

Subscription to telephone and internet services will be the responsibility of, and at the cost to, the Tenant.

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#### **15 Special Terms**

The parties confirm that no legal advice as to the Standard Terms or Special Terms was provided by the lessor's agent. Any Special Terms or Clauses were inserted at the specific request of a relevant party to this Agreement. No warranty is given by the lessor's agent and legal advice should be sought.

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#### **Addendum A**

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##### **Change of Details**

The Tenant will keep the Agent updated with any change of personal details previously provided to the Agent including mobile numbers and email addresses.

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##### **Blinds and Curtains Cords**

The Tenant confirms where curtains and blinds in the premises are fitted with tie downs and tension devices it is the Tenant's responsibility to ensure curtain or blind cords are always kept secured. Where in compliance with consumer legislation a label is attached to a cord or chain warning of potential danger of unsecured cord or chains (Swing Tag) the tenant must ensure the Swing Tag is not removed and notify the agent if it is removed.

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##### **Air Conditioning Filters and Exhaust Fans**

The Tenant/s agree to clean the air conditioner filters, ceiling fans and exhaust fans every 6 months and upon vacating the Premises.

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##### **Agent's Entry**

The Agent, having complied with the requirements of the Act, may enter the Premises to:

- (1) carry out quarterly inspections of the Premises by a representative of the Agent
- (2) check that any breaches of the tenancy have been rectified
- (3) through itself or its authorised tradespeople, enter the Premises to carry out maintenance and repairs And if the Tenant/s are not present, the Agent is authorised to enter the Premises using its own keys.

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##### **Break In**

The Tenant will, in the case of a break in, immediately contact the police and then promptly advise the Lessor/Agent.

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##### **Care of Premises**

In accordance with Addendum - Special Terms Clause 2(a), BluTack and other similar products are not to be used on any interior or exterior surface of the Premises without prior written approval from the Lessor.

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**Carpets**

For a tenancy of 12 months or more, notwithstanding the provisions of Addendum - Special Terms Clause 5(b), carpets are to be cleaned from time to time as reasonably instructed by the Lessor/Agent. All marks and stains should be removed promptly.

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**Gas Bottle**

Where bottled gas is used the Tenant will maintain the supply and at the conclusion of the tenancy leave not less than one full cylinder upon vacating the Premise and will, at that time, provide written evidence of compliance to the Agent.

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**Grass Clippings**

Addendum - Special Terms 2(f) is amended to read as follows:

To maintain all garden areas including watering trees and other plants, mowing the lawn, removing from the Premises garden rubbish (including pet waste and grass clippings) and keeping plants free from pests and disease.

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**Keys - Collection and Return**

The parties agree and the Tenants acknowledge keys can only be collected and returned between the times set out in Addendum - Additional Items - Item (E).

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**Keys - Loss and Replacement**

The Tenant will be responsible for all costs associated with the loss or replacement of keys, locks or security devices and services of a locksmith if required.

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**Operation Manuals**

All operation manuals relating to the Premises and contents are owned by the Lessor and must remain in the Premises at the end of the tenancy.

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**Pest Control**

- (1) The Lessor having at the commencement of this Agreement had the Premises fumigated against pest and vermin by a licensed pest controller, the Tenant agrees to, at the conclusion of the tenancy, hand over the Premises fumigated to a similar standard.
- (2) The Tenant agrees to provide written evidence of compliance of this requirement to the Lessor/ Lessor's Agent on or before vacating.

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**Photos - Condition Reports**

Photos accompanying Condition Reports form part of the Condition Reports.

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**Property Use**

The Tenant(s) confirm and agree, in accordance with Clause 21 of the Standard Terms of this Agreement, the Premises shall only be used as a place of residence by the Tenant. Use of the Premises for business purpose, without the written consent of the Lessor/ Lessor's Agent first had and obtained, is prohibited. Any such consent will be entirely at the discretion of the Lessor.

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**Receipt of Documents - Including Inventory Report**

- (1) The Tenant acknowledges having received a form 17a upon signing the Tenancy Agreement for the Premises.
- (2) The Tenant acknowledges having received a form 1a Condition Report for completion and return to the Lessor in accordance with Clause 5(3) of the Standard Terms of this Agreement.

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**Repairs and Maintenance - Notify Agent of Incomplete / Unsatisfactory Works**

Where required maintenance has been carried out, the Tenant will notify the Agent by email if in the Tenant's opinion the works are unsatisfactory or incomplete.

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**Repairs and Maintenance - Written Notice**

The Tenant agrees and confirms all notices made in compliance with Clause 32 of the Standard Terms must be in writing and in Our Tradie [www.ourtradie.com.au](http://www.ourtradie.com.au) (emergencies excepted).

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**Smoke Alarms - Maintenance Company Employed**

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Notwithstanding the provisions of Addendum - Special Terms Clause 2(k) the Lessor confirms and acknowledges it will contract with APM to attend the Premises for the purpose of carrying out smoke alarm maintenance at the Lessor's cost, 1 times per year.

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#### **Smoking - House**

No smoking by any Tenant or guest is permitted in the indoor areas of the Premises nor shall the Tenant leave around the Premises, debris arising from smoking.

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#### **Tradesperson Callout Where Tenant is Responsible**

If the Tenant/s requests the services of a tradesperson to carry out repairs on the Premises and there is no fault found or the fault is found to have been caused by the Tenant/s or their guests or the Tenant's own property, the Tenant/s acknowledge and agree it will be responsible for payment of the fees charged by such tradesperson.

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#### **Water Usage Charge - Tenant to Pay**

- (1) The premises being water efficient and Item 12.2 and Clause 17(1) of the Standard Terms applying, the Tenant is required to pay the water consumption charges for the premises.
- (2) Water meter readings as at the date of commencement of the tenancy will be recorded on the Entry Condition Report and subsequently in the Routine Condition Reports (quarterly during the term of the tenancy) and finally on the Exit Condition Report.
- (3) The readings having been made by the Agent the invoice amount will be calculated at the applicable rate charged by the relevant local authority from time to time.
- (4) The Agent will forward to the Tenant every 3 months an invoice for payment of the water consumption charges.
- (5) The Tenant must make payment of the invoiced amount in accordance with Clause 17(5) of the Standard Terms.

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#### **Addendum B**

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#### **Tenants Please refer to Special Terms and Conditions.**

Also

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#### **1 Air Conditioning Filters & Exhaust Fans**

The Tenant/s agree to clean the air conditioner filters, ceiling fans & exhaust fans every 12 months and upon vacating the Premises.

---

#### **2 Agent's Entry**

The Agent, having complied with the requirements of the Act, may enter the Premises to:

- (1) Carry out routine inspections of the Premises by a representative of the Agent
- (2) Check that any breaches of the tenancy have been rectified
- (3) Through itself or its authorised tradespeople, enter the Premises to carry out maintenance & repairs

And if the Tenant/s are not present, the Agent is authorised to enter the Premises using its own keys.

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#### **3 Break In**

The Tenant will, in the case of a break in, immediately contact the police, obtain a crime report number and then promptly advise the Lessor/Agent.

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#### **4 Carpets**

For a tenancy of 12 months or more, notwithstanding the provisions of Special Term Clause 4(b), carpets are to be cleaned from time to time as reasonably instructed by the Lessor/Agent. All marks and stains should be removed promptly. Carpet MUST be cleaned by a reputable professional Carpet Cleaning Company on vacating. A receipt MUST be supplied.

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#### **5 Curtains and Blinds:**

Curtains and blinds are to be cleaned from time to time as reasonably required and upon vacating the Premises

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#### **6 Connection of Services**

The Tenants acknowledge and agree it is the Tenants' responsibility to arrange for connection of electricity, gas, internet, pay TV and telephone upon commencement of occupancy and termination of services when vacating the Premises.

---

#### **7 Driveway or Car Space Areas**

Where the Premises includes a car space and/or driveway for the Tenant's exclusive use, the Tenant acknowledges and confirms it is the Tenant's responsibility to keep such areas free of oil stains and otherwise keep such areas clean and tidy. The tenant agrees that they or

their invitees are not to park or store vehicles, including trailers & like vehicles, in any area not designated for parking, including grassed areas. The tenant must not store any unregistered vehicle at the Premises without first obtaining the written consent of the Lessor/Lessor's Agent. All cars, motorbikes, trailers, campervans, caravans, boats and trucks are to be parked in designated parking areas ONLY. Do not park on front lawn areas, or on Body Corporate designated common areas (where applicable). It is the Tenants responsibility to repair any damage done when parking cars etc in such areas. Oil stains on driveways is the Tenant's responsibility to remove before vacating the Property. To avoid such damage we recommend the purchase of a drip tray.

---

#### **8 Keys - Collection**

The parties agree and the Tenants acknowledge keys can only be collected between 8:30am and 5pm on or after the tenancy commencement date and not before.

#### **9. Changing Locks - see Division 6 Subdivision 3 (28)**

---

#### **10 Returning Keys and Remote Controls - see Addendum A - Special Terms Item 4 (h)**

The tenants understand that if keys or remote controls are lost, broken, misplaced, stolen or locked inside the property it is not the responsibility of the owner to replace such keys/locks or remotes. After hours call outs are the responsibility of the tenant. Staff members will not attend after hours call outs. Any master keys handed to the tenant to access property will incur a \$50.00 cash deposit to be refunded upon return of the complete set of keys by close of business on the same day. All keys and remote controls must be returned to the office of Stone Real Estate Logan on vacating of the property.

---

#### **11 Gas Bottle**

Where bottled gas is used the Tenant will maintain the supply and at the conclusion of the tenancy leave not less than one full cylinder upon vacating the Premise and will, at that time, provide written evidence of compliance to the Agent.

---

#### **12 Grass Clippings/ Garden Care**

The tenant agrees to maintain all garden areas including watering trees and other plants, mowing the lawn, removing from the Premises garden rubbish (including pet waste & grass clippings, garden trimmings) and keeping plants free from pests and disease. Maintenance of gardens include the trimming of bushes, trees and hedges.

---

#### **13 Insurance**

As per Addendum A Section 6. It is the tenant's responsibility to insure their own property and possessions by way of personal contents insurance

---

#### **14 Maintenance**

The tenant is responsible to contact the Agent when maintenance is required. The tenant is also responsible to ensure that the tradespeople have completed the work in a professional manner. If the work has not been done properly or there still appears to be a problem, the Agent must be contacted immediately to eliminate any further problems

---

#### **15. Pool Fencing**

Where the Premises include a pool the owner of the Premises is responsible for ensuring the pool fence is compliant with current pool fencing requirements. The Tenant however is responsible for ensuring the gate is not kept open and is properly secured at all times and that there are no objects that would allow children to access the pool.

---

#### **16 Picture Hooks**

Picture hooks are not to be added to walls without approval from Lessor/lessor's Agent

---

#### **17 Pay TV**

A. The parties acknowledge there currently may be no pay TV service installed or connected to the Premises. The Tenant will not, without first having obtained the Lessor's approval in writing, have installed or connected to the Premises any pay TV service. Such approval shall be solely at the discretion of the Lessor.

B. At the end of the tenancy the Tenant will not remove the connection without the Lessor's approval.

---

#### **18 Pets Indoors**

A. In accordance with Clause 24 of the Standard Terms, where the Tenant is permitted in accordance with Items 17.1 & 17.2 to keep pets on the Premises, the Tenant agrees and confirms such pets will not be allowed in any of the indoor areas of the Premises.

B. Pets - During Inspections

The Tenant agrees it will ensure during all inspections that pets permitted by the lease to be on the Premises do not create a nuisance and are either restrained or removed.

#### C. Pets Security

Security, with respect to pets shall be the responsibility of the Tenant.

### 19 Plants

---

A. Plants or their containers are not to be placed directly onto timber floors, carpets or decking.

B. The tenant shall not cause plants to be added to or removed from the Premises grounds without first obtaining written consent from the Lessor.

### 20 Termite Inspection & Maintenance Access

---

The Tenant's property may not be stored in such a way as to prevent proper access for termite inspection or treatment to take place.

### 21 Swimming Pool Requirements

---

(Single Dwelling Premises includes a pool) PLEASE DO NOT MAKE THE ASSUMPTION THAT YOU ARE ABLE TO INSTALL / ERECT A POOL OF ANY TYPE AT THE PROPERTY. If you wish to have a pool of any size, it may require fencing due to Legislation. You must first seek permission from the Lessor in writing for the pool. If permission is granted, it is then the responsibility of the Tenant to ensure that ALL fencing requirements are met in accordance with relevant legislation. We recommend you contact the Queensland Government and your local Council for further information. Pool Fencing. The tenant acknowledges the erection of a portable wading or swimming pool capable of containing a water level of 300 mm or deeper is not permitted under any circumstances and shall constitute a breach of an essential term of this agreement which may result in the lessor terminating this agreement.

A. Where the Premises include a pool the owner of the Premises is responsible for ensuring the pool fence is compliant with current pool safety requirements.

B. The Tenant is responsible for ensuring the gate is not kept open and is properly secured at all times and that there are no climbable objects near the pool fence and pool barriers that would allow children to access the pool.

C. The Tenant must also not interfere with or obscure or move the resuscitation sign.

### 22 Smoking - House

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A. No smoking by any Tenant or guest is permitted in the indoor areas of the Premises.

### 23 Rural Properties - Not Connected to Sewerage

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#### 23. Rural Properties - Not Connected to Sewerage

The Tenant/s will have the grease trap cleaned every 6 months, or as required, as well as on the last day of occupancy. A receipt to show the completion of this service is required to be presented to the Agent.

If the property has a grease trap or sullage tank present, it must be cleaned professionally at the end of the tenancy and a receipt provided.

### 24 Receipt of Documents

---

A. The Tenant acknowledges having received a form 17a upon signing the Tenancy Agreement for the Premises.

B. The Tenant acknowledges having received a form 1a Entry Condition Report for completion and return to the Lessor in accordance with Clause 5(3) of the Standard Terms of this Agreement.

C The tenants acknowledge receipt of the Stone Real Estate Logan New Tenant Info Booklet and have been asked to read the contents of the booklet so as to better understand the processess and expectations relating to their tenancy.

### 25 Objects Causing Damage

---

The Tenant will not cause to be constructed or placed upon any part of the Premises, without first obtaining the written consent of the Lessor, any shed, container, above ground pool or other object likely to cause damage to the Premises or grounds forming part of the Premises.

### 26 Operation Manuals

---

All operation manuals relating to the Premises and contents are owned by the Lessor and must remain in the Premises at the end of the tenancy.

### 27 Roofing / Roof Space

---

The Tenant is not permitted to enter the ceiling space or walk on the roof nor attach items thereto without first having obtained the lessor's

consent.

---

**28 TERMINATING A TENANCY(by you) A FIXED TERM:**

---

For logistical purposes we require at least 14 days written Notice (Form 13) prior to lease expiry date.

PERIODICAL TENANCIES: A minimum of 14 days written Notice (Form 13) is required.

BREAKING A FIXED TERM LEASE: The tenant acknowledges that there may be penalties involved including a re-let fee, advertising and any outstanding rent. If you wish to vacate the property DURING your Tenancy, please contact your Property Manager immediately and make an appointment at which time the Property Manager will advise you of your obligations during this process

---

**29 ADDING or REMOVING PARTIES To AN AGREEMENT:**

---

The tenant acknowledges that there may be an administration fee charged for adding or removing parties to an agreement either during or on the anniversary of a tenancy agreement.

---

**30 WATER USAGE:**

---

It is the tenants responsibility to regularly check the meter for undetected leaks (eg under the ground, running toilets, dripping taps etc.) and report the immediately. Failure to do so may result in excess water charges. Where Division 5& Section 17 (3) of the standard terms apply, the lessor/s and Tenants agree that for purpose of this agreement excess water will be deemed to have occurred when water consumption exceeds 35 kilolitres in any one rateable period per an approved water meter reading. Should the property be Water compliant, the tenant will be responsible for all water charges.

---

**31 Water Filter Cartridge Replacement**

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Where a water filter apparatus is installed and used by the Tenant, the Tenant will maintain the supply and leave not less than one cartridge and provide the Agent with written evidence of same, upon vacating the Premises.

---

**32 Water Tank**

---

Where tank water is used the Tenant will ensure the tank contains a like quantity of water at the end of the tenancy as it did at the beginning.

---

**33 Exit Inspection by Property Manager:**

---

Please note - when vacating & having handed in your keys into the office, your Property Manager has 3 working days to complete your final inspection. If possible and there is not a pending ingoing tenant you will be given 24 hrs ONLY in which to rectify any problems. We would like to advise that if the cleaning is not to the standard required in accordance with the condition report, professional tradespeople will be employed to complete the work and the cost will be deducted from your bond.

---

**34 Electronic Transmissions.**

---

All Parties (Lessors and Tenants) agree they will be bound by, have complied with and will comply with the Electronic Transactions (Qld) Act 2001. The parties further agree that they will receive electronic marketing material from time to time. The tenant will advise Stone Real Estate Logan of any change to their contact phone numbers and email addresses as soon as possible after the change is made. It is agreed by signing this document consent is given to receive any documentation relevant to the Tenancy by electronic communication methods such as email or facsimile. Also, the method of receiving advice or notification by SMS is accepted. By agreeing to communicate via electronic transmission there is an expectation that tenants would check their email inboxes on a daily basis.

---

**35 Dishonour/ Bank Fees:**

---

The tenant/s understand that if they choose to pay any monies via Money Order or Bank Cheque that fees and charges may be incurred. These charges can range from \$4.00 to \$50.00 however Stone Real Estate Logan will not be held liable if costs exceed this amount. If the tenant pays rent by using the "Direct Entry Funds Transfer or Deft System" and dishonour fees are incurred for whatever reason the tenant is responsible to make recompense to the agent for any costs incurred.

---

**36 Safety Switch:**

---

The tenant agrees to test the safety switch at the commencement of the tenancy and then at 6 monthly intervals thereafter.

---

**37 RENT IN ADVANCE:**

---

Subsequent to section 87 of the essential terms of this agreement the lessor requires that all rent be paid in advance at all times.

---

**38 Contacting Your Property Manager:**

---

EMAIL: This is the most effective and quickest contact method if you have email access also. Your Property Manager's direct email address appears above or on the business card provided.

APPOINTMENT: To see your Property Manager in person, please contact the office to make a time that suits you both. The nature of our role takes us out of the office and by making an appointment we can ensure we are there for you.

TELEPHONE: If you don't have email or for emergencies please contact our office by phone. Messages left will be returned as soon as it is possible to do so.

### **39 Condition Report:**

---

Please complete, sign and return to our office within 3 DAYS OF THE LEASE COMMENCEMENT DATE as required by the Residential Tenancies and Rooming Accommodation Act.

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

**Addendum - Additional Items**

This Addendum - Additional Items page can be used to list information that does not fit in the fields provided in Part 1 Tenancy Details of the Standard RTA Form 18a.

**Address for service (if different from address of the premises in Item 5.1)**

|  |  |
|--|--|
|  |  |
|  |  |

**Name(s) of Person(s) authorised to reside on Premises**

Rebecca Butterworth, Ian McMillan & 1 CHILD

**Rent Increase** See Clause 10 of the Standard Terms and Clause 10 of Addendum - Special Terms

Rent Increase: ☐ Applicable

**Pool Safety Certificate Requirements**(complete if there is a swimming pool and/or spa for use by the Tenant/s or on the Premises)**Key collection and return**

Instructions for returning keys upon vacating:

|  |
|--|
|  |
|--|



**Other languages:** You can access a free interpreter service by calling the RTA on 1300 366 311 (Monday to Friday, 8.30am to 5.00pm).

**Signature of tenant 1**

Print name

Rebecca Butterworth

Signature

Date



11/08/2026

IP: 122.151.205.208 | Mozilla/5.0 (Linux; Android 10; K) AppleWebKit/537

**Signature of tenant 2**

Print name

Ian McMillan

Signature

Date



12/08/2026

IP: 2001:8003:7083:7c00:11a9: | Mozilla/5.0 (Linux; Android 10; K) AppleWebKit/537

**Signature of lessor/agent**

Name/trading name

Your Community Realty Pty Ltd trading as Stone Real Estate

Signature

Date

Denise Chetkett

12/08/2026

**Tenant CheckList**

| S.No | CheckList Name                                                                                       | Checked By   | Checked From                                                                 | Checked On       |
|------|------------------------------------------------------------------------------------------------------|--------------|------------------------------------------------------------------------------|------------------|
| 1    | Form 17a - Pocket Guide                                                                              | Ian McMillan | 2001:8003:7083:7c00:11a9:/Mozilla/5.0 (Linux; Android 10; K) AppleWebKit/537 | 12/08/2026 07:08 |
| 2    | POCKET GUIDE FOR TENANTS (Form 17a)                                                                  | Ian McMillan | 2001:8003:7083:7c00:11a9:/Mozilla/5.0 (Linux; Android 10; K) AppleWebKit/537 | 12/08/2026 07:08 |
| 3    | I HAVE READ AND UNDERSTAND THIS AGREEMENT, AND I ACCEPT AND AGREE TO ALL OF ITS TERMS AND CONDITIONS | Ian McMillan | 2001:8003:7083:7c00:11a9:/Mozilla/5.0 (Linux; Android 10; K) AppleWebKit/537 | 12/08/2026 07:08 |

**Additional Document Attachments**

;



# SERVICE REPORT

## SMOKE ALARMS AUSTRALIA

Attention: Paul O'Brien c/o-  
Stone Real Estate Logan  
6 BELBORA RD  
SHAILER PARK, QLD 4128

Report Date: 17/08/2026

### SERVICE DETAILS 8 DURANTA CT, CRESTMEAD, QLD 4132



All alarms installed or serviced by Smoke Alarms Australia below are compliant in accordance with

- Fire And Emergency Services (Domestic Smoke Alarms) Amendment Bill 2016
- Australian Standard 3786
- Section 3.7.2.2 (houses) / Part E2, Spec 2.2a 3(c)(i) (units) of the Building Code of Australia

**Job Number**

**Service Reason**  
Change of Tenancy

**Inspected by**  
Benson Tau

New batteries have been installed in all alarms that require replaceable batteries.

**Last Inspection Date**  
07/08/2026

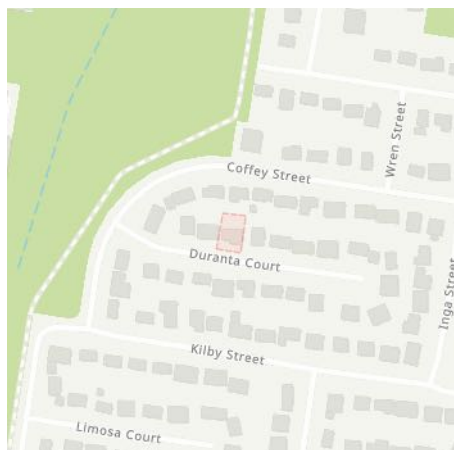
| Product Description        | Location              | Expiry Date | Action            | Reason             |
|----------------------------|-----------------------|-------------|-------------------|--------------------|
| Qld 2022 Compliance        | Entire Property       |             | Compliant         | Annual Maintenance |
| Clipsal 755LPMSA4 (10yrLi) | Hallway 1             | 20/04/2030  | Serviced          | Annual Maintenance |
| Safety Switch (RCD)        | RCD Power Circuit 1   |             | Tested and Passed | Annual Maintenance |
| Clipsal 755LPMSA4 (10yrLi) | Inside Bedroom 3      | 20/04/2030  | Serviced          | Annual Maintenance |
| Safety Switch (RCD)        | RCD Hot Water Circuit |             | Tested and Passed | Annual Maintenance |
| Clipsal 755LPMSA4 (10yrLi) | Inside Bedroom 1      | 20/04/2030  | Serviced          | Annual Maintenance |
| Clipsal 755LPMSA4 (10yrLi) | Inside Bedroom 2      | 20/04/2030  | Serviced          | Annual Maintenance |



**Compliant with 2022 Smoke Alarms Legislation.**



[Review responses online](#) ↗



Received 4 of 4 responses

**All responses received**

8 Duranta Ct, Crestmead QLD 4132

Job dates

12/09/2026 → 19/09/2026

These plans expire on

9 Oct 2026

Lodged by

Jared Zak

| Authority                        | Status   | Page |
|----------------------------------|----------|------|
| ✉ BYDA Confirmation              |          | 2    |
| 📄 Look up and Live               |          | 4    |
| 🏢 APA Group Gas Networks (90073) | Received | 6    |
| 🏢 Logan City Council             | Received | 17   |
| 🏢 NBN Co Qld                     | Received | 22   |
| 🏢 Telstra QLD FA                 | Received | 33   |

Contact Details

|                                   |                |                                       |             |
|-----------------------------------|----------------|---------------------------------------|-------------|
| Contact                           | Contact number | Company                               | Enquirer ID |
| Jared Zak                         | 0449 071 008   | Dott & Crossitt                       | 3756031     |
| Email                             |                | Address                               |             |
| team.jared@dottandcrossitt.com.au |                | 1-2/2-4 New Street<br>Nerang QLD 4211 |             |

Job Site and Enquiry Details

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

|              |            |            |              |             |           |                   |
|--------------|------------|------------|--------------|-------------|-----------|-------------------|
| Enquiry date | Start date | End date   | On behalf of | Job purpose | Locations | Onsite activities |
| 11/09/2026   | 12/09/2026 | 19/09/2026 | Private      | Design      | Private   | Conveyancing      |



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

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

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

|                |                                    |                   |
|----------------|------------------------------------|-------------------|
| User Reference | Address                            | Notes/description |
| GM O'Brien     | 8 Duranta Ct<br>Crestmead QLD 4132 | -                 |

Your Responsibility and Duty of Care

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

Asset Owner Details

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

| Referral ID (Seq. no) | Authority Name                 | Phone          | Status   |
|-----------------------|--------------------------------|----------------|----------|
| 279263046             | APA Group Gas Networks (90073) | 1800 085 628   | NOTIFIED |
| 279263044             | Logan City Council             | (07) 3412 3412 | NOTIFIED |
| 279263043             | NBN Co Qld                     | 1800 687 626   | NOTIFIED |
| 279263045             | Telstra QLD FA                 | 1800 653 935   | NOTIFIED |

END OF UTILITIES LIST



### Plan

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



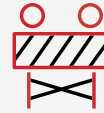
### Prepare

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



### Pothole

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



### Protect

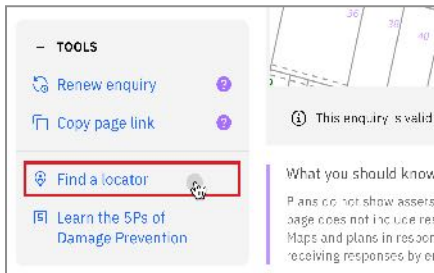
Protecting and supporting the exposed infrastructure is the responsibility of the excavator. Always erect safety barriers in areas of risk and enforce exclusion zones.



### Proceed

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

## Engage a skilled Locator



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

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

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

## Get FREE Quotes for Contractors & Equipment Fast



GET QUOTE

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

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

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

## Book a FREE BYDA Session



BOOK NOW

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

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

# Look up and Live - 54213767



Esri Community Maps Contributors, Department of Resources, DESI, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, METI/NASA, USGS, Maxar

## Poles

- Pole
- Pole w Ground Stay
- Tower

## Devices

- Pillar
- Substation

## Newtwork SWER

- Overhead
- Underground

## Network TR

- Overhead
- Underground
- • • Submarine

## Network HV

- Overhead
- Underground
- • • Submarine

### Network LV

-  Overhead
-  Underground

### Network Other



### Exclusion Zone



### Exclusion Zone All



### ExclusionZone



### Exclusion Zone



### QLD Exclusion Zone



### Network Other



### LUAL\_Exclusion\_Zone\_Feature\_Public



### LUAL\_NoData\_Public



APA Group Gas Networks (90073)

Referral  
279263046

Member Phone  
1800 085 628

Responses from this member

Response received Fri 11 Sep 2026 2.50pm

| File name     | Page |
|---------------|------|
| Response Body | 7    |
| 279263046.pdf | 8    |

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

BYDA\_APA@apa.com.au

**Enquiry Details:**

|                 |              |
|-----------------|--------------|
| Impact          | not affected |
| Sequence Number | 279263046    |
| Enquirer Id     | 3756031      |
| Activity        | Conveyancing |
| Job Number      | 54213767     |
| User Reference  | GM O'Brien   |
| Message         |              |

**Site Details:**

|         |                                       |
|---------|---------------------------------------|
| Address | 8 Duranta Ct<br>Crestmead<br>QLD 4132 |
|---------|---------------------------------------|

**Enquirers Details:**

|         |                                          |
|---------|------------------------------------------|
| Contact | Jared Zak                                |
| Company | Dott & Crossitt                          |
| Email   | form2@dottandcrossitt.com.au             |
| Phone   | +61449071008                             |
| Address | 1-2/2-4 New Street<br>Nerang<br>QLD 4211 |

APA Group

# APA

Australia's energy  
infrastructure partner



## Before You Dig Australia

Classification: Networks

|                          |                                       |
|--------------------------|---------------------------------------|
| <b>Enquiry date</b>      | 11/09/2026                            |
| <b>Sequence number</b>   | 279263046                             |
| <b>Work site address</b> | 8 Duranta Ct<br>Crestmead<br>QLD 4132 |



**Enquiry Date:** 11/09/2026  
**Enquirer:** Jared Zak  
**Sequence Number:** 279263046  
**Work Site Address:** 8 Duranta Ct  
Crestmead  
QLD 4132

Thank you for your Before You Dig enquiry regarding the location of gas assets.

**We confirm there are NO Gas Assets located in close vicinity of the above location.**

**Caution: Damage to gas assets may result in explosion, fire and personal injury.**

Please ensure you read and comply with all the relevant information contained in this response to your BYDA enquiry.

## Before You Dig Checklist

---



### 1. Plan

- Review maps provided with this BYDA response and confirm the location of your work site is correct.



### 2. Prepare

- Electronically locate gas assets and mark locations.
- Note: Look for visible evidence of gas assets at the worksite which may not be shown on plans.



### 3. Pothole

- Not applicable where no gas assets present.



### 4. Protect

- Not applicable where no gas assets present.



### 5. Proceed

- Only proceed with your work once you are confident no gas assets are located in vicinity to your work location.
- APA BYDA response (including maps) are on site for reference at all times, and less than 30 days old.

## Contacts

| Contacts APA Group                                                      |                                                                                                                            |
|-------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| Enquiry                                                                 | Contact Numbers                                                                                                            |
| General enquiries or feedback regarding this information or gas assets. | APA – Before You Dig Officer<br>Phone: 1800 085 628<br>Email: <a href="mailto:BYDA_APA@apa.com.au">BYDA_APA@apa.com.au</a> |
| Gas Emergencies                                                         | Phone: 1800 GAS LEAK (1800 427 532)                                                                                        |

## Site Watch

Site Watch is where an APA field officer attends your work site to monitor and ensure controls are in place to protect critical gas assets from damage during work.

The following rates\* apply for this service (1 hour minimum charge):

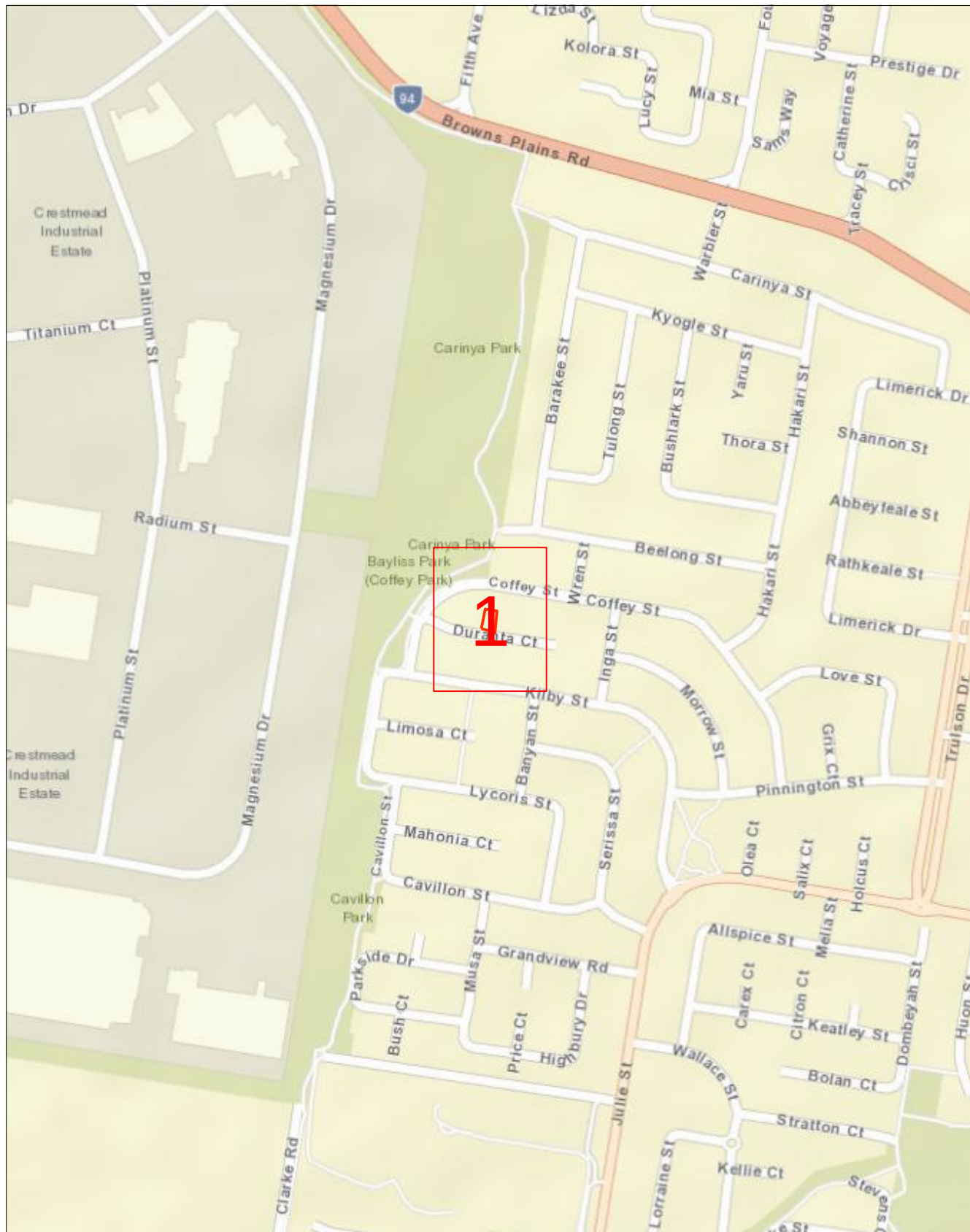
| Item                                                                                                    | Rate (excl. gst)  |
|---------------------------------------------------------------------------------------------------------|-------------------|
| Site Watch – Business Hours                                                                             | \$143.42 per hour |
| Site Watch – After Hours                                                                                | \$175.06 per hour |
| Cancellation Fee                                                                                        | \$286.84          |
| <i>Fee applies where cancelations received after 12pm (midday), 1 business day prior to the booking</i> |                   |

Contact APA – Before You Dig officer for state specific hours of business.

*\*The specified rates do not apply to Origin Energy LPG assets. All charges and invoicing related to these assets will be administered directly by Origin Energy. For further information contact Origin Energy.*

**Site** 8 Duranta Ct  
**Address:** Crestmead  
QLD 4132

**Sequence** 279263046  
**Number:**



Scale 1: 6000

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



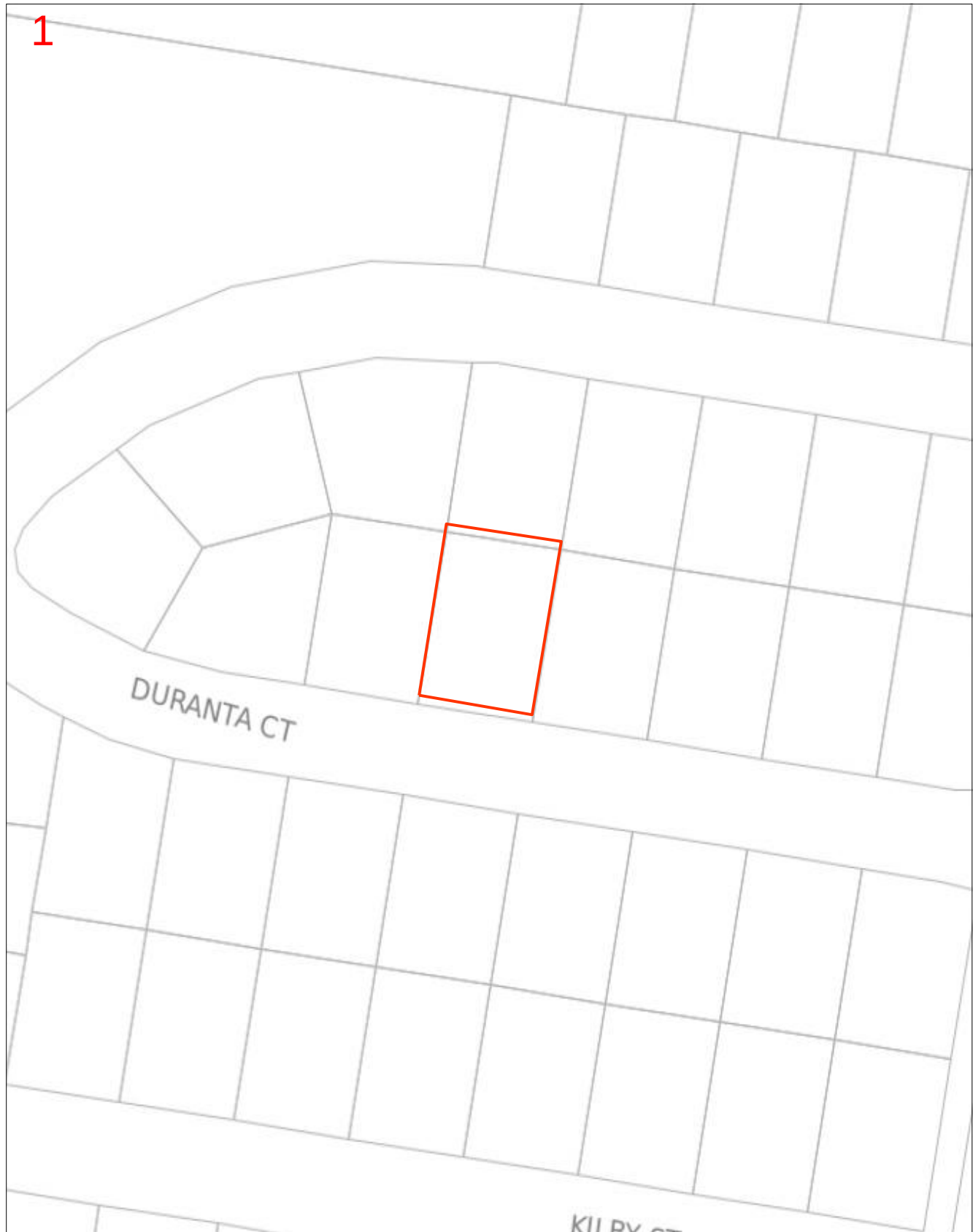
Enquiry Area

Map Key Area



**Site** 8 Duranta Ct  
**Address:** Crestmead  
QLD 4132

**Sequence** 279263046  
**Number:**



Scale 1: 700

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



Enquiry Area



Map Key Area



## Legend

### PIPE LEGEND: GAS TYPE AND PRESSURE

|                              | Low pressure   | Medium pressure | High pressure | Transmission   |
|------------------------------|----------------|-----------------|---------------|----------------|
| Natural gas                  |                |                 |               |                |
| Natural gas – proposed       |                |                 |               |                |
| LPG (yellow dash)            | not applicable |                 |               | not applicable |
| Hydrogen blended (aqua dash) | not applicable |                 |               | not applicable |

### PIPE LEGEND: SPECIAL DESIGNATION

|                                  | Low pressure | Medium pressure | High pressure | Transmission   |
|----------------------------------|--------------|-----------------|---------------|----------------|
| Critical main (yellow highlight) |              |                 |               |                |
| Casing (grey highlight)          |              |                 |               | not applicable |

These designations typically apply to any pipe type and pressure

### PIPE LEGEND: OTHER STATUS

|                       |  |
|-----------------------|--|
| Abandoned pipe        |  |
| Idle or inactive pipe |  |

### ABBREVIATION

|     |                     |     |               |
|-----|---------------------|-----|---------------|
| BoK | Back of kerb        | FoK | Front of kerb |
| C   | Depth of cover      | NTI | Not tied in   |
| CP  | Cathodic protection |     |               |

### OBJECT SYMBOLS

|                        |  |                       |  |                           |  |
|------------------------|--|-----------------------|--|---------------------------|--|
| Valve                  |  | CP test station       |  | Syphon                    |  |
| Buried valve           |  | CP anode              |  | Marker                    |  |
| Regulator station      |  | CP bond wire          |  | Part service <sup>A</sup> |  |
| Gas connected property |  | CP rectifier terminal |  |                           |  |

<sup>A</sup>A live gas service terminated underground within the property boundary, available for future extension to the gas meter.

### PIPE CODE AND MATERIAL

|    |                          |    |                           |
|----|--------------------------|----|---------------------------|
| P* | Polyethylene (PE)        | CU | Copper                    |
| P3 | Polyvinyl chloride (PVC) | N2 | Nylon                     |
| S* | Steel                    | W2 | Wrought galv iron         |
| C* | Cast iron                | W3 | PE coat wrought galv iron |

### INTERPRETATION EXAMPLE

|  |                                                                |
|--|----------------------------------------------------------------|
|  | High pressure, 40 mm polyethylene in an 80 mm cast iron casing |
|  | Medium pressure, 63 mm steel                                   |

Pipe diameter in millimetres is shown before pipe code.  
40P6 = 40 mm nominal diameter

*This map was created in colour and should be printed in colour*

## Important information

- Refer to requirements relating to construction, excavation and other work activities in the **APA Guidelines for Works Near Existing Gas Assets** document with this BYDA response.
- BYDA enquiries are valid for 30 days. If your works commence after 30 days from the date of this response a new enquiry is required to validate location information.
- **For some BYDA enquiries, you may receive two (2) responses from APA. Please read both responses carefully as they relate to different assets.**
- Gas (inlet) services connecting Gas Assets in the street to the gas meter on the property are not marked on the map. South Australia Only – if a meter box is installed on the property, a sketch of the gas service location may be found inside the gas meter box. APA does not guarantee the accuracy or completeness of these sketches.

### Free Gas Pipeline Awareness Training and Information

#### PROFESSIONALS

APA offers online and in-person toolbox forums to support safe work near underground gas assets. Topics include distribution and transmission pipelines, the permit process, and gas emergencies, with content suited for companies of all sizes. A Continuing Professional Development certificate is available upon completion.

Scan the QR code to register for an online toolbox, or email [damageprevention@apa.com.au](mailto:damageprevention@apa.com.au) to request an in-person presentation.

#### HOMEOWNERS

If you're working near your home's gas pipes stay safe and view APA's video guide '**Working Safely Near Gas Lines: A DIY Homeowner's Guide**' which offers simple tips to avoid damaging gas pipes.

Scan the QR code to view the video, or for more information email [damageprevention@apa.com.au](mailto:damageprevention@apa.com.au)



## Disclaimer and legal details

- This information is valid for 30 days from the date of this response.
- This information has been generated by an automated system based on the area highlighted in your BYDA request and has not been independently verified.
- Map location information is provided as AS5488-2022 Quality Level D, as such supplied location information is indicative only.
- Whilst APA has taken reasonable steps to ensure that the information supplied is accurate, the information is provided strictly on the condition that no assurance, representation, warranty or guarantee (express or implied) is given by APA in relation to the information (including without limitation quality, accuracy, reliability, completeness, currency, sustainability, or suitability for any particular purpose) except that the information has been disclosed in good faith.
- Any party who undertakes activities in the vicinity of APA operated assets has a legal duty of care that must be observed. This legal obligation requires all parties to adhere to a standard of reasonable care while performing any acts that could foreseeably harm these assets



Referral

279263044

Member Phone

(07) 3412 3412

Responses from this member

Response received Fri 11 Sep 2026 2.49pm

| File name     | Page |
|---------------|------|
| Response Body | 18   |
| 279263044.pdf | 19   |

Request: 279263044 Enquirer: Dott & Crossitt - 3756031 Contact: Jared Zak Email:  
form2@dottandcrossitt.com.au Phone: +61449071008 Address: 1-2/2-4 New Street Nerang QLD 4211 Site  
Address: 8 Duranta Ct Crestmead QLD 4132 Activity: Conveyancing Job Number: 54213767

# Before You Dig Australia (BYDA)

## Asset Location Response



PO Box 3226 Logan City DC QLD 4114 • 150 Wembley Road, Logan Central  
p (07) 3412 3412 • e [council@logan.qld.gov.au](mailto:council@logan.qld.gov.au) • [www.logan.qld.qov.au](http://www.logan.qld.qov.au) • ABN 21-627-796 435



Dott & Crossitt - Jared Zak

1-2/2-4 New Street

Nerang

QLD

4211

[form2@dottandcrossitt.com.au](mailto:form2@dottandcrossitt.com.au)

Logan City Council has been advised that you have placed an enquiry through the Before You Dig Australia service. Our records indicate the enquiry with the following details are affecting Logan City Council asset(s).

| Enquiry Details  |                           |
|------------------|---------------------------|
| Sequence Number  | 279263044                 |
| Enquiry Date     | 11/09/2026 14:49          |
| Response         | <b>AFFECTED</b>           |
| Address          | 8 Duranta Ct<br>Crestmead |
| Location in Road |                           |
| Activity         | Conveyancing              |

### **Please review plans attached and contact Logan City Council prior to commencing works:**

Logan City Council now provides a limited amount of As-Constructed and Drainage Plans on-line, click on the [Logan City As-Constructed Plans](#) link and type in the property address you are seeking.

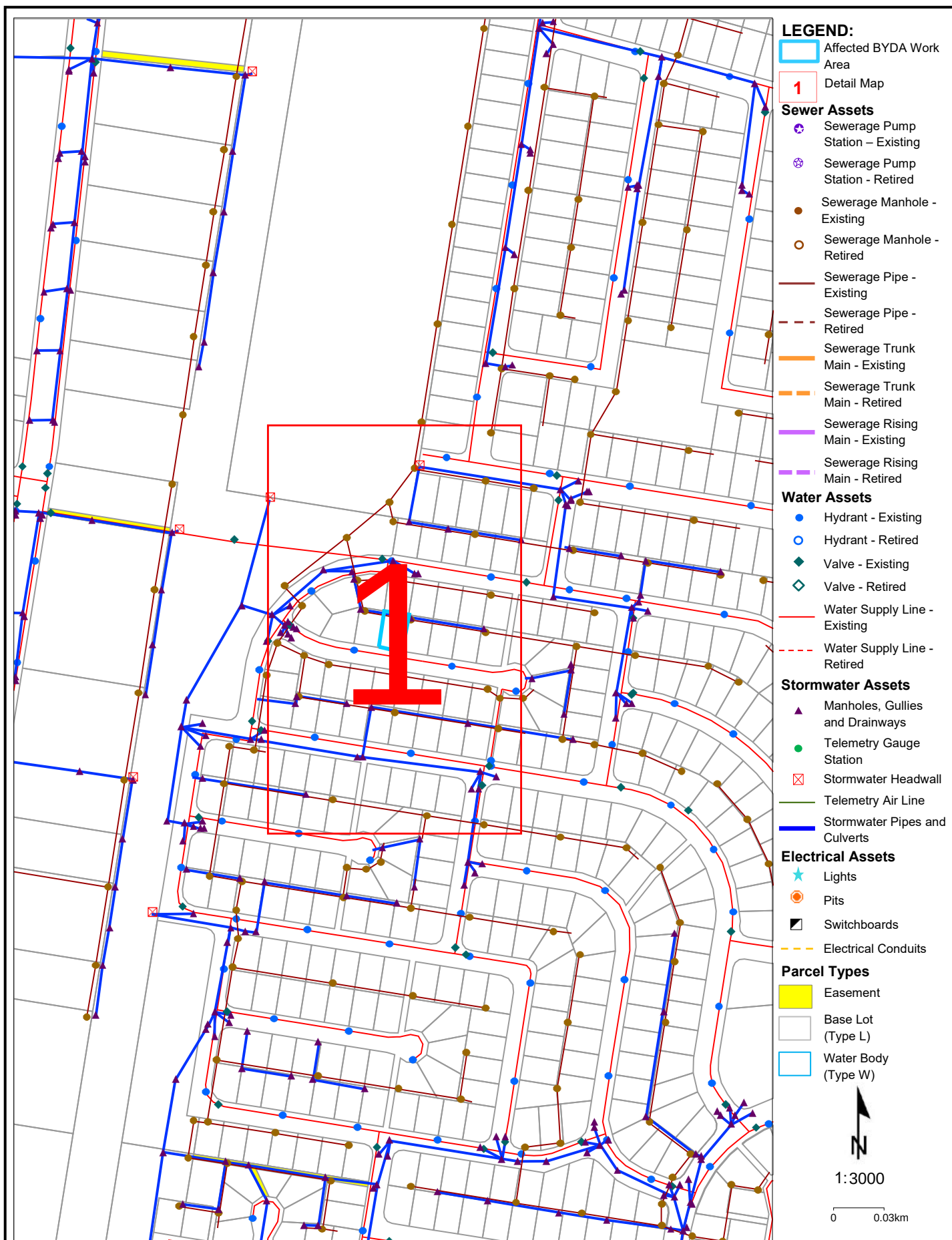
Unfortunately, not all properties will have plan records accessible on-line. The following options are available to customers should a record not be available:

- For **As Constructed Private Sewer/Roofwater (Inside Properties)**  
Contact *Development Assessment, Building & Plumbing*  
p: (07) 3412 5269  
Alternatively visit our Website *Link to the relevant PS1 or PS2 forms:*  
[Logan City As-Constructed Plans](#)
- For **As Constructed Private Sewer/Water/Stormwater (Outside Properties)**  
Contact *Road Infrastructure Planning*  
p: (07) 3412 5282  
Alternatively visit our Website *Link for PS3 forms:*  
[Logan City As-Constructed Plans](#)

If you need more assistance please call us on 07 3412 3412 or email us at [council@logan.qld.gov.au](mailto:council@logan.qld.gov.au).

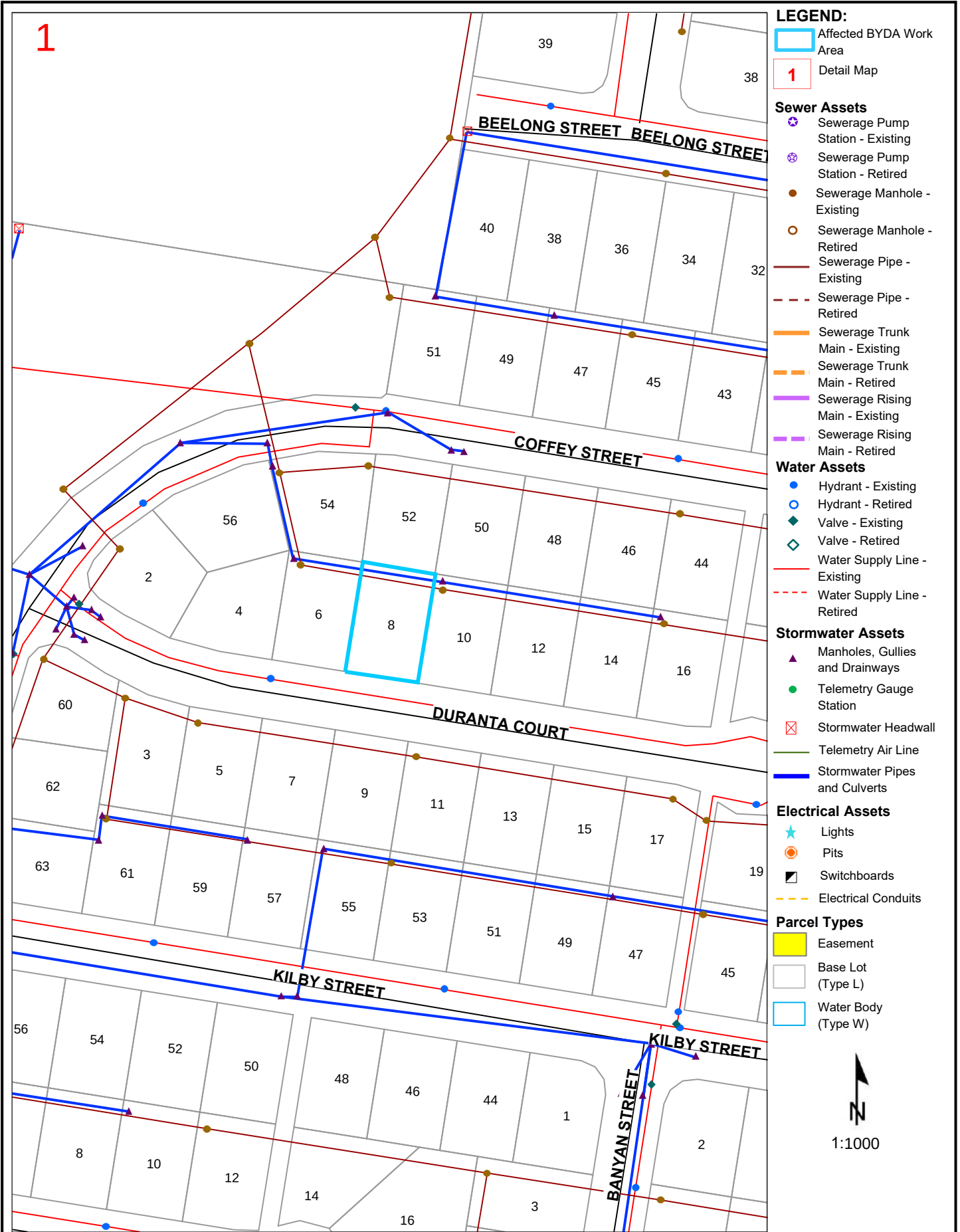
**Disclaimer:** This document is confidential to the addressee and may also be privileged, and neither confidentiality nor privilege is waived, lost or destroyed by virtue of it being transmitted to an incorrect addressee. Unauthorised use of the contents is therefore strictly prohibited. Any information contained in this document that has been extracted from Council's records is believed to be accurate, but no responsibility is assumed for any error or omission. Council will only accept responsibility for information contained under official letterhead and duly signed by, or on behalf of, Chief Executive Officer.

Logan City Council's infrastructure dates back over many years and may include manufactured materials containing asbestos. You are solely responsible for ensuring that appropriate care is taken at all times and that you comply with all mandatory requirements relating to such matters, including but not limited to "workplace health and safety".



**Disclaimer:** The plans are indicative only and while all reasonable care has been taken in producing this information, Logan City Council does not warrant the accuracy, completeness or currency of this information and accepts no responsibility for, or in connection with any loss or damage suffered as a result of any inaccuracies, errors or omissions or your reliance on this information. Base material reproduced with permission of the Director-General, Department of Natural Resources and Mines. The State of Queensland (Department of Natural Resources and Mines).

Logan City Council's infrastructure dates back over many years and may include manufactured materials containing asbestos. You are solely responsible for ensuring that appropriate care is taken at all times and that you comply with all mandatory requirements relating to such matters, including but not limited to "workplace health and safety".



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Logan City Council's infrastructure dates back over many years and may include manufactured materials containing asbestos. You are solely responsible for ensuring that appropriate care is taken at all times and that you comply with all mandatory requirements relating to such matters, including but not limited to "workplace health and safety".

Referral

279263043

Member Phone

1800 687 626

Responses from this member

Response received Fri 11 Sep 2026 2.52pm

| File name                                        | Page |
|--------------------------------------------------|------|
| Response Body                                    | 23   |
| 279263043_20260911_045134355158_1.pdf            | 24   |
| 4678_NBN_Dial_Before_You_Dig_Poster_20170517.pdf | 27   |
| Disclaimer_279263043_20260911_045134355158.pdf   | 29   |

Hi Jared Zak,

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

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

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

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

#### Confidentiality and Privilege Notice

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

Please Do Not Reply To This Mail

**To:** Jared Zak  
**Phone:** Not Supplied  
**Fax:** Not Supplied  
**Email:** form2@dottandcrossitt.com.au

|                                   |                                       |                                                                                                                                                                                   |
|-----------------------------------|---------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Dial before you dig Job #:</b> | 54213767                              |  <b>BEFORE<br/>YOU DIG</b><br><small>www.byda.com.au</small><br><b>Zero Damage - Zero Harm</b> |
| <b>Sequence #</b>                 | 279263043                             |                                                                                                                                                                                   |
| <b>Issue Date:</b>                | 11/09/2026                            |                                                                                                                                                                                   |
| <b>Location:</b>                  | 8 Duranta Ct , Crestmead , QLD , 4132 |                                                                                                                                                                                   |

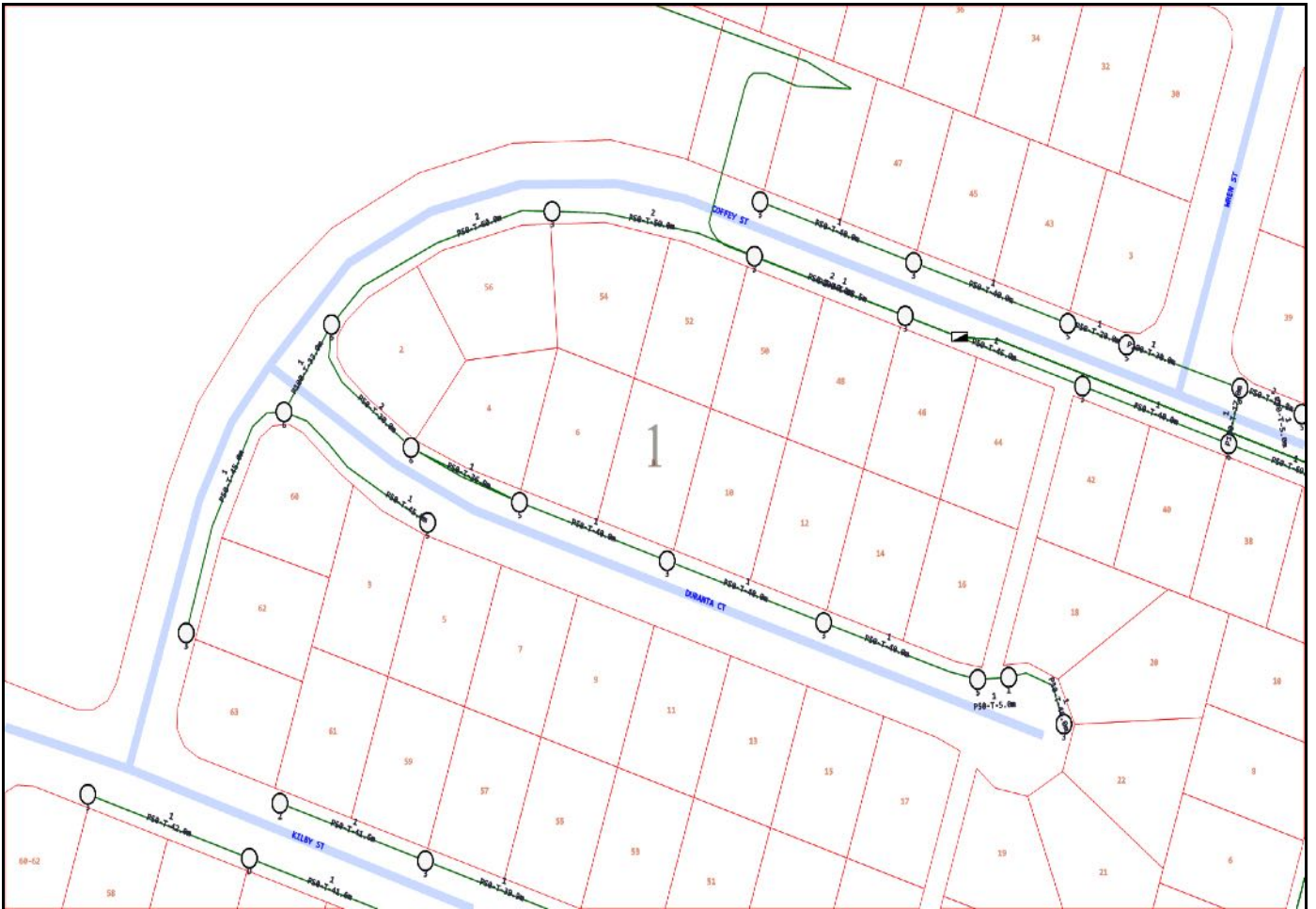
**Indicative Plans are tiled below to demonstrate how to layout and read nbn asset plans**



## LEGEND



|       |                                                                                                                                                                                                                                              |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|       | Parcel and the location                                                                                                                                                                                                                      |
|       | Pit with size "5"                                                                                                                                                                                                                            |
|       | Power Pit with size "2E".<br>Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null.                                                                                                                                                               |
|       | Manhole                                                                                                                                                                                                                                      |
|       | Pillar                                                                                                                                                                                                                                       |
|       | Cable count of trench is 2.<br>One "Other size" PVC conduit (PO) owned by Telstra (-T-), between pits of sizes, "5" and "9" are 25.0m apart.<br>One 40mm PVC conduit (P40) owned by NBN, between pits of sizes, "5" and "9" are 20.0m apart. |
|       | 2 Direct buried cables between pits of sizes, "5" and "9" are 10.0m apart.                                                                                                                                                                   |
|       | Trench containing any <b>INSERVICE/CONSTRUCTED</b> (Copper/RF/Fibre) cables.                                                                                                                                                                 |
|       | Trench containing only <b>DESIGNED/PLANNED</b> (Copper/RF/Fibre/Power) cables.                                                                                                                                                               |
|       | Trench containing any <b>INSERVICE/CONSTRUCTED</b> (Power) cables.                                                                                                                                                                           |
|       | Road and the street name "Broadway ST"                                                                                                                                                                                                       |
| Scale | 0 20 40 60 Meters<br><br>1:2000<br>1 cm equals 20 m                                                                                                                                                                                          |



## Emergency Contacts

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



# Working near **nbn**<sup>TM</sup> cables

**nbn** has partnered with Dial Before You Dig to give you a single point of contact to get information about **nbn** underground services owned by **nbn** and other utility/service providers in your area including communications, electricity, gas and other services. Contact with underground power cables and gas services can result in serious injury to the worker, and damage and costly repairs. You must familiarise yourself with all of the Referral Conditions (meaning the referral conditions referred to in the DBYD Notice provided by **nbn**).

## Practice safe work habits

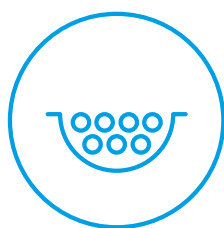
Once the DBYD plans are reviewed, the Five P's of Excavation should be adopted in conjunction with your safe work practices (which must be compliant with the relevant state Electrical Safety Act and Safe Work Australia "Excavation Work Code of Practice", as a minimum) to ensure the risk of any contact with underground **nbn** assets are minimised.



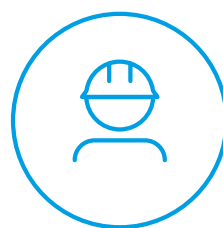
**Plan:** Plan your job by ensuring the plans received are current and apply to the work to be performed. Also check for any visual cues that may indicate the presence of services not covered in the DBYD plans.



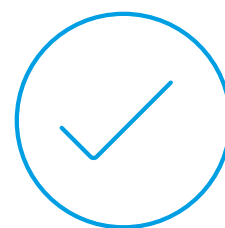
**Prepare:** Prepare for your job by engaging a DBYD Certified Plant Locator to help interpret plans and identify on-site assets. Contact **nbn** should you require further assistance.



**Pothole:** Non-destructive potholing (i.e. hand digging or hydro excavation) should be used to positively locate **nbn** underground assets with minimal risk of contact and service damage.

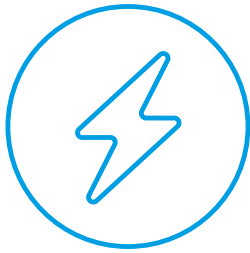


**Protect:** Protecting and supporting the exposed **nbn** underground asset is the responsibility of the worker. Exclusion zones for **nbn** assets are clearly stated in the plan and appropriate controls must be implemented to ensure that encroachment into the exclusion zone by machinery or activities with the potential to damage the asset is prevented.

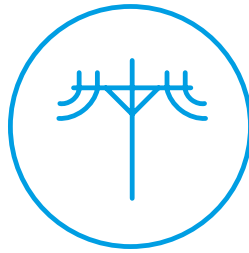


**Proceed:** Proceed only when the appropriate planning, preparation, potholing and protective measures are in place.

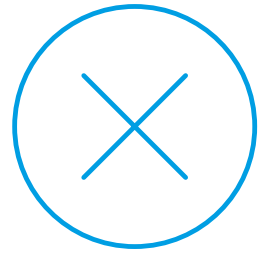
# Working near **nbn**<sup>™</sup> cables



Identify all electrical hazards, assess the risks and establish control measures.



When using excavators and other machinery, also check the location of overhead power lines.



Workers and equipment must maintain safety exclusion zones around power lines.

Once all work is completed, the excavation should be re-instated with the same type of excavated material unless specified by **nbn**. Please note:

- Construction Partners of **nbn** may require additional controls to be in place when performing excavation activities.
- The information contained within this pamphlet must be used in conjunction with other material supplied as part of this request for information to adequately control the risk of potential asset damage.

## Contact

All **nbn**<sup>™</sup> network facility damages must be reported online [here](#).  
For enquiries related to your DBYD request please call 1800 626 329.

### Disclaimer

This brochure is a guide only. It does not address all the matters you need to consider when working near our cables. You must familiarise yourself with other material provided (including the Referral Conditions) and make your own inquiries as appropriate.

**nbn** will not be liable or responsible for any loss, damage or costs incurred as a result of reliance on this brochure.

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**To:** Jared Zak  
**Phone:** Not Supplied  
**Fax:** Not Supplied  
**Email:** form2@dottandcrossitt.com.au

|                                        |                                       |                                                                                     |
|----------------------------------------|---------------------------------------|-------------------------------------------------------------------------------------|
| <b>Before You Dig Australia Job #:</b> | 54213767                              |  |
| <b>Sequence #</b>                      | 279263043                             |                                                                                     |
| <b>Issue Date:</b>                     | 11/09/2026                            |                                                                                     |
| <b>Location:</b>                       | 8 Duranta Ct , Crestmead , QLD , 4132 |                                                                                     |

## Information

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

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

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

## Location of nbn™ Underground Assets

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

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

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

#### Notes:

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

## Referral Conditions

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

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

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

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

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

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

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

Thank You,

**nbn BYDA**

Date: 11/09/2026

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Referral

279263045

Member Phone

1800 653 935

Responses from this member

Response received Fri 11 Sep 2026 2.54pm

| File name                               | Page |
|-----------------------------------------|------|
| Response Body                           | 34   |
| 279263045.pdf                           | 36   |
| AccreditedPlantLocators 2026-08-28a.pdf | 38   |
| Telstra Duty of Care v33.0b.pdf         | 39   |
| Telstra Map Legend v4_0c.pdf            | 41   |

**Attention:** Jared Zak

**Site Location:** 8 Duranta Ct, Crestmead, QLD 4132

**Your Job Reference:** GM O'Brien

This is a system-generated email, from a mailbox that is not monitored -

**Please do not reply to this email.**



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

Thank you for requesting Telstra information via Before You Dig Australia (BYDA).

This response contains Telstra information relating to your recent BYDA request.

**Please refer to all enclosed attachments for more information.**

Information for opening Telstra Asset Plans as well as some other useful contact information is noted in the attached documents.

**Report Damage to Telstra Equipment:** [Report damages to Telstra equipment - Telstra](#)

Please note:

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

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

Please also refer to the **Before you Dig Australia - BEST PRACTISE GUIDES and The five Ps of safe excavation**

<https://www.byda.com.au/before-you-dig/best-practice-guides/>, The essential steps that must be undertaken prior to commencing construction activities

**WARNING - MAJOR CABLES and/or OPTIC FIBRE IN THE AREA.**

**Phone 1800 653 935 for further assistance.**

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

**WARNING:**

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

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

Please note that:

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

Telstra's plans contain Telstra's confidential information and are provided on the basis that they are used solely for identifying the location or vicinity of Telstra's infrastructure to avoid damage to this infrastructure occurring as part of any digging or other excavation activity. You must not use Telstra's plans for any other purpose or in a way that will

cause Telstra loss or damage and you must comply with any other terms of access to the data that have been provided to you by Telstra (including Conditions of Use or Access).

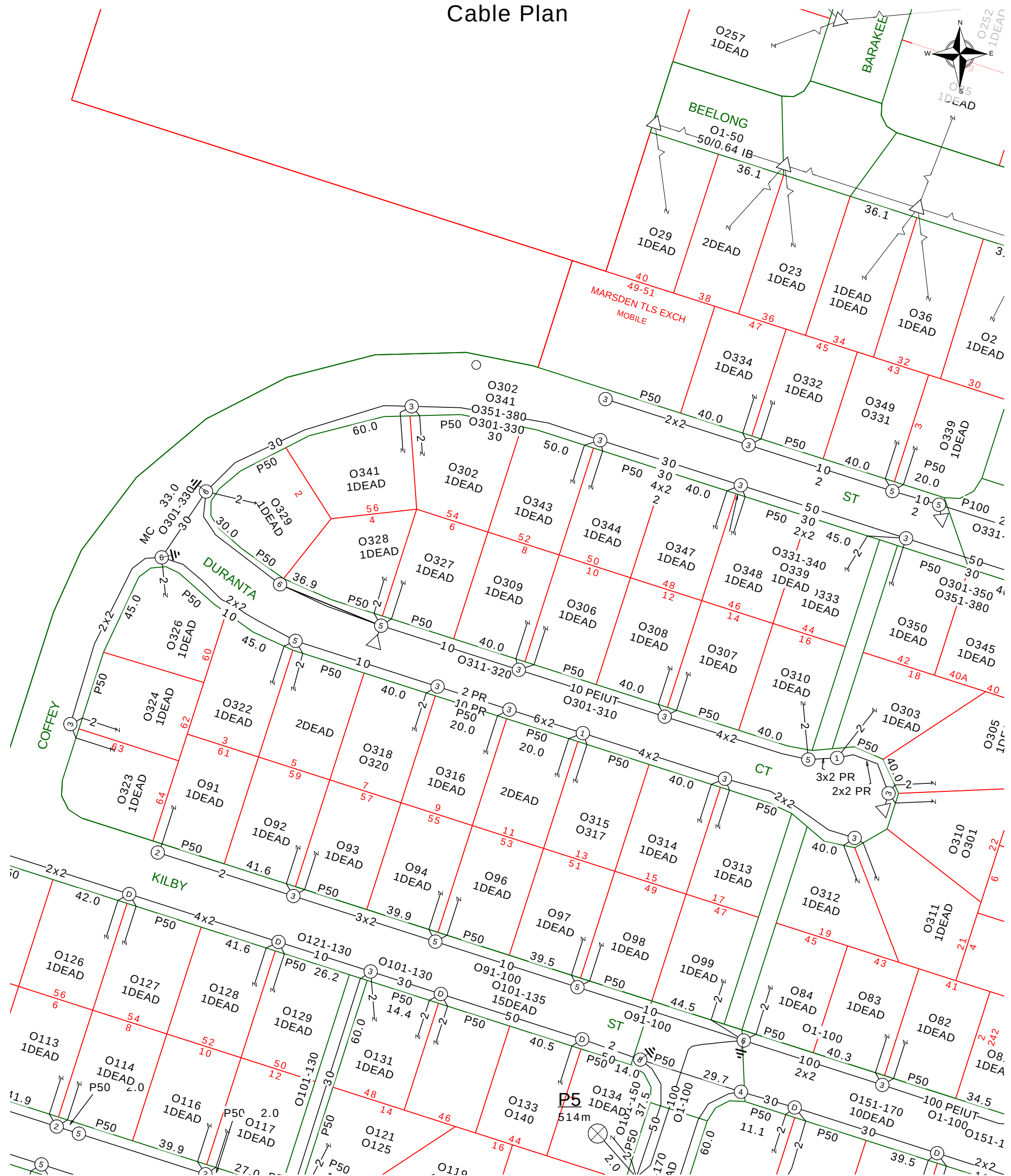
*(See attached file: Telstra Duty of Care v33.0b.pdf)*

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

*(See attached file: AccreditedPlantLocators 2026-08-28a.pdf)*

*(See attached file: 279263045.pdf)*

## Cable Plan



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

TELSTRA LIMITED A.C.N. 086 174 781

Generated On 11/09/2026 14:53:00

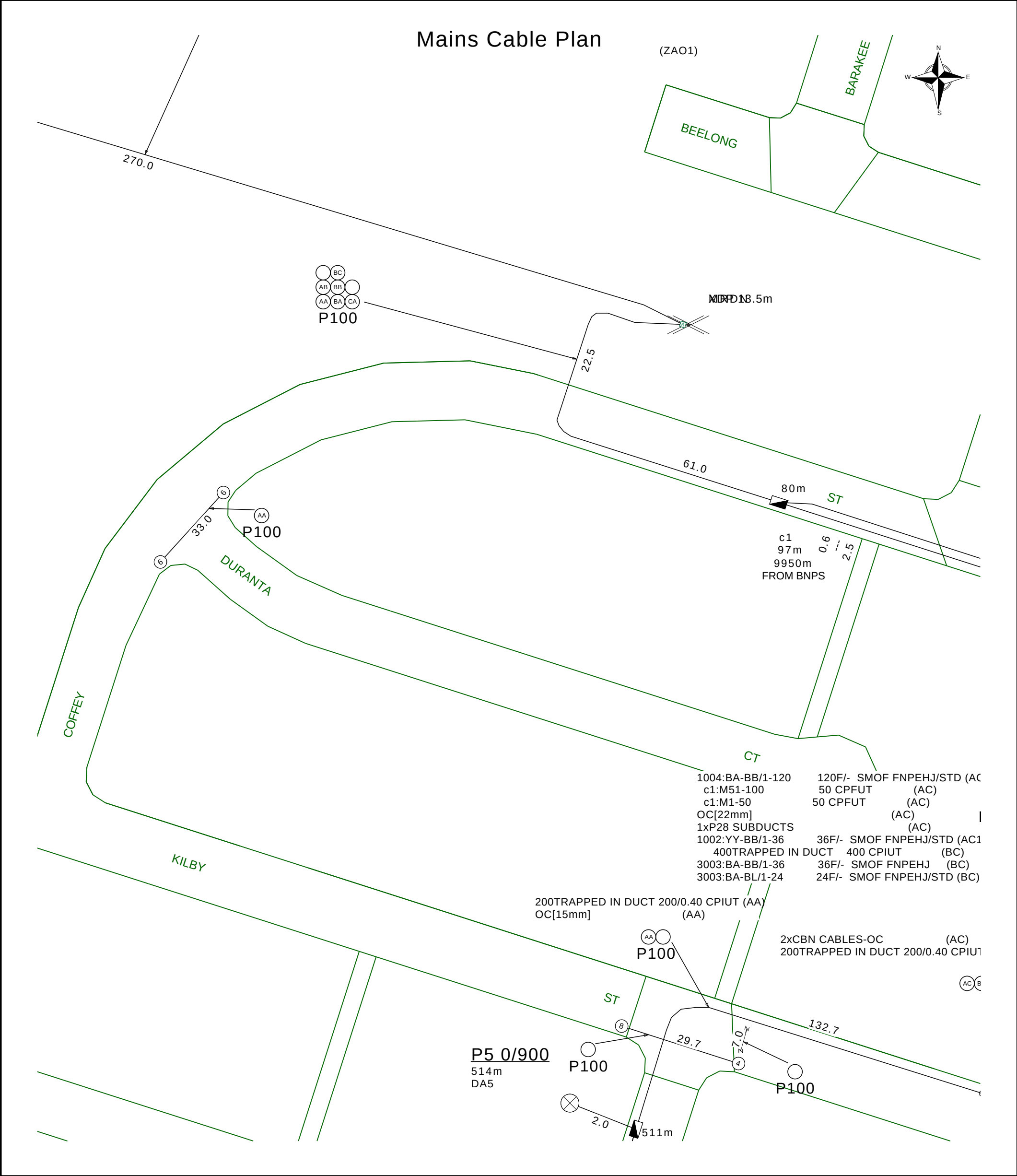
Sequence Number: 279263045

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

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

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

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



|                                                                                    |                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                           |
|------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | Report Damage: <a href="https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra">https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra</a><br>Ph - 13 22 03<br>Email - Telstra.Plans@team.telstra.com<br>Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries | Sequence Number: 279263045                                                                                                                                                |
| TELSTRA LIMITED A.C.N. 086 174 781<br>Generated On 11/09/2026 14:53:03             |                                                                                                                                                                                                                                                                                                                                   | <b>CAUTION: Fibre optic and/ or major network present in plot area. Please read the Duty of Care and contact InfraCo Plan Services should you require any assistance.</b> |

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

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

## General Information

Telstra highly recommends using Certified Locators.

For more info visit <https://certloc.com.au/find-a-certified-locator/>

or Telstra Location Intelligence Team 1800 653 935

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



### OPENING ELECTRONIC MAP ATTACHMENTS –

Telstra Cable Plans are generated automatically in either PDF or DWF file types dependent on the site address and the size of area selected.

You may need to download and install free viewing software from the internet e.g.



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



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



Report Damage to Telstra equipment.  
**Call** 13 22 03 and say, “Report Damage”.  
**Online:** <https://www.telstra.com.au/consumer-advice/digging-construction/report-damages>



Telstra New Connections / Disconnections 13 22 00



Telstra Protection & Relocation: 1800 810 443 (AEST business hours only).

**Email**  
Telstra Protection & Relocation Fact Sheet: [Link](#)  
Telstra Protection & Relocation Home Page [Link](#)



Telstra Aerial Assets Group (overhead network) 1800 047 909

### Protect our Network:

by maintaining the following distances from our assets:

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

# Before You Dig Australia

## Think before you dig

This document has been sent to you because you requested plans of the Telstra network through Before You Dig Australia (BYDA).

**If you are working or excavating near telecommunications cables, or there is a chance that cables are located near your site, you are responsible to avoid causing damage to the Telstra network.**

Please read this document carefully. Taking your time now and following the BYDA's Best Practices and 5 Ps of Safe Excavation <https://www.byda.com.au/before-you-dig/best-practice-guides/>

can help you avoid damaging our network, interrupting services, and potentially incurring civil and criminal penalties.

Our network is complex and working near it requires expert knowledge. Do not attempt these activities if you are not qualified to do so.



# Disclaimer and legal details

\*Telstra advises that the accuracy of the information provided by Telstra conforms to Quality Level D as defined in AS5488-2013.

It is a criminal offence under the Criminal Code Act 1995 (Cth) to tamper or interfere with telecommunications infrastructure.

Telstra will also take action to recover costs and damages from persons who damage assets or interfere with the operation of Telstra's networks.

By receiving this information including the indicative plans that are provided as part of this information package you confirm that you understand and accept the risks of working near Telstra's network and the importance of taking all the necessary steps to confirm the presence, alignments and various depths of Telstra's network. This in addition to, and not in replacement of, any duties and obligations you have under applicable law.

When working in the vicinity of a telecommunications plant you have a "Duty of Care" that must be observed. Please read and understand all the information and disclaimers provided below.

The Telstra network is complex and requires expert knowledge to interpret information, to identify and locate components, to pothole underground assets for validation and to safely work around assets without causing damage. If you are not an expert and/or qualified in these areas, then you must not attempt these activities. Telstra will seek compensation for damages caused to its property and losses caused to Telstra and its customers. Construction activities and/or any activities that potentially may impact on Telstra's assets must not commence without first undertaking these steps. Construction activities can include anything that involves breaking ground, potentially affecting Telstra assets.

If you are designing a project, it is recommended that you also undertake these steps to validate underground assets prior to committing to your design.

This Notice has been provided as a guide only and may not provide you with all the information that is required for you to determine what assets are on or near your site of interest. You will also need to collate and understand all information received from other Utilities and understand that some Utilities are not a part of the BYDA program and make your own enquiries as appropriate. It is the responsibility of the entities arranging for the works to be performed, supervising the works, and undertaking the works to protect Telstra network during excavation / construction works.

Telstra owns and retains the copyright in all plans and details provided in conjunction with the applicant's request. The applicant is authorised to use the plans and details only for the purpose indicated in the applicant's request. The applicant must not use the plans or details for any other purpose.

Telstra plans or other details are provided only for the use of the applicant, its servants, agents, or CERTLOC Certified Locating Organisation (CLO). The applicant must not give the plans or details to any parties other than these and must not generate profit from commercialising the plans or details. If the Applicant is aware of another party or parties about to perform or performing works at the location, it should ensure that the other party or parties have lodged a BYDA enquiry and obtained plans for that location. If you are undertaking excavations works you must follow the 5Ps of Safe Excavation. The 5 Ps of Safe Excavation are set out in the video in the below link.

<https://www.byda.com.au/education/resources/>

Telstra, its servants or agents shall not be liable for any loss or damage caused or occasioned by the use of plans and or details so supplied to the applicant, its servants and agents, and the applicant agrees to indemnify Telstra against any claim or demand for any such loss or damage.

Please ensure Telstra plans and information provided always remains on-site throughout the inspection, location, and construction phase of any works.

Telstra plans are valid for 60 days after issue and must be replaced if required after the 60 days.

## Data Extraction Fees

In some instances, a data extraction fee may be applicable for the supply of Telstra information. Typically, a data extraction fee may apply to large projects, planning and design requests or requests to be supplied in non-standard formats. For further details contact Telstra Location Intelligence Team.

Telstra does not accept any liability or responsibility for the performance of, or advice given by a CERTLOC Certified Locating Organisation (CLO). Certification is an initiative taken by Telstra towards the establishment and maintenance of competency standards. However, performance and the advice given will always depend on the nature of the individual engagement.

Neither the Certified Locating Organisation nor any of its employees are an employee or agent for Telstra. Telstra is not liable for any damage or loss caused by the Certified Locating Organisation or its employees.

Once all work is completed, the excavation should be reinstated with the same type of excavated material unless specified by Telstra.

The information contained within this pamphlet must be used in conjunction with other material supplied as part of this request for information to adequately control the risk of potential asset damage.

When using excavators and other machinery, also check the location of overhead power lines.

Workers and equipment must maintain safety exclusion zones around power lines

**WARNING:** Telstra plans and location information conform to Quality Level 'D' of the Australian Standard AS 5488 - Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy shown on the plans. **FURTHER ON SITE INVESTIGATION IS REQUIRED TO VALIDATE THE EXACT LOCATION OF TELSTRA PLANT PRIOR TO COMMENCING CONSTRUCTION WORK.** A plant location service is an essential part of the process to validate the exact location of Telstra assets and to ensure the assets are protected during construction works. The exact position of Telstra assets can only be validated by physically exposing them. Telstra will seek compensation for damages caused to its property and losses caused to Telstra and its customers.

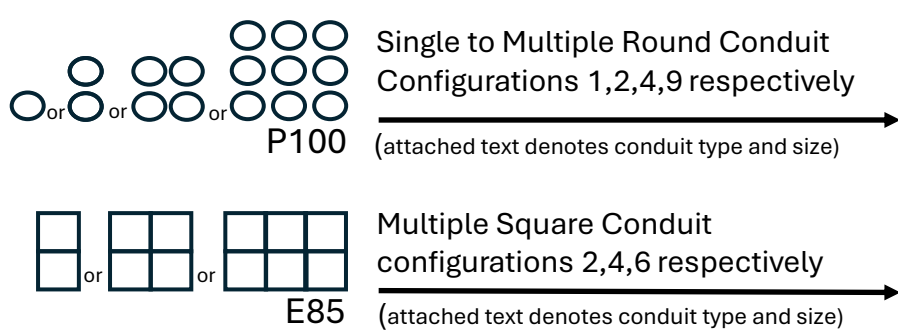
## Privacy Note

Your information has been provided to Telstra by BYDA to enable Telstra to respond to your BYDA request. Telstra keeps your information in accordance with its privacy statement. You can obtain a copy at [www.telstra.com.au/privacy](http://www.telstra.com.au/privacy) or by calling us at 1800 039 059 (business hours only).

LEGEND



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



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

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

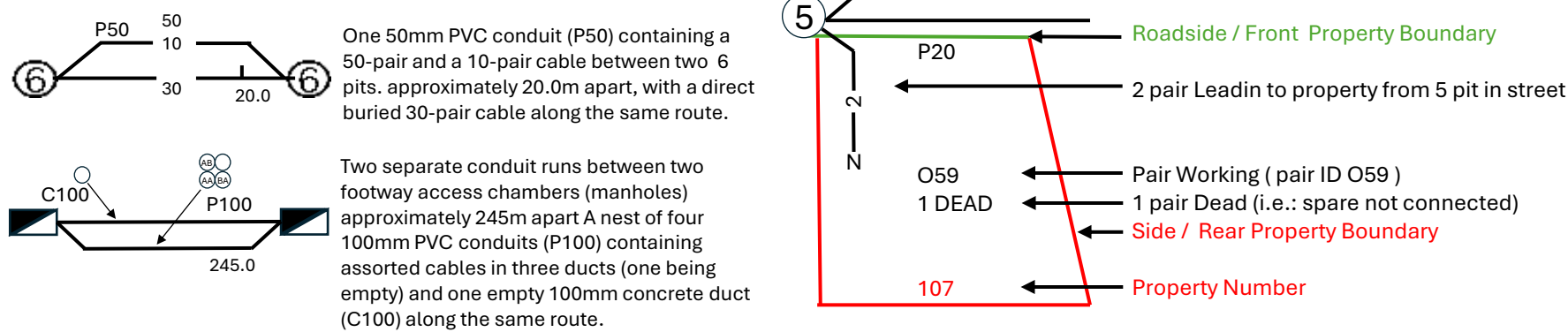
Conduit sizes nominally range from 20mm to 100mm

P50 50mm PVC conduit

P100 100mm PVC conduit

A100 100mm asbestos cement conduit

Some Examples of how to read Telstra Plans



The 5 Ps of Safe Excavation

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

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



## End of document

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

This document was automatically generated at a point-in-time. Be aware that the source information from which this document was created may have changed since it was produced. This document may contain incomplete or out-of-date information. Always check your enquiry details in the BYDA Referral Service for the most recent information. For copyright information refer to individual responses.