



Vendor Statement



ENGEL & PARTNERS

PROPRIETARY

LEGAL PRACTITIONERS

109 Main Street
BAIRNSDALE VIC 3875
PO BOX 464

Tel: (03) 5152 6177
Email: info@engelpartners.com.au
Web: engelpartners.com.au

Vendor statement

The vendor makes this statement in respect of the land in accordance with section 32 of the Sale of Land Act 1962.

This statement must be signed by, or on behalf of, the vendor and given to the purchaser before the purchaser signs the contract.

The parties may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Land: 1/54 Pinnock Street, Bairnsdale, Victoria 3875

SIGNED BY THE VENDOR

Name: **David James Patterson**

On 11 / 06 / 2024



SIGNED BY THE PURCHASER/S

Name:

On / /

State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'

SUMMARY PAGE OF THE VENDOR STATEMENT (Please tick)

✓	Topic	✓	Topic	✓	Topic
✓	Attachments		Subdivision		Building insurance
✓	Title	✓	Owners corporation		Terms contract
✓	Land use & services		Notices		Sale subject to mortgage
✓	Planning		Building permits		(GAIC) Growth areas infrastructure contribution
✓	Financial matters		Owner builder insurance		Disclosure of energy information

ATTACHMENTS

Any certificates, documents and other attachments may be annexed or further information added here.

Attached.

Further information:

Register Search Title Volume 11036 Folio 681
 Plan of Subdivision PS548080T
 Owners Corporation Search Report
 Owners Corporation Search Report (Premium)
 Owners Corporation Certificate No. PS548080T
 Model Rules for Owners Corporation
 Owners Corporation Minutes of Meeting held 1 November 2023
 Ausure Strata – Domestic Insurance Certificate
 East Gippsland Shire Council Valuation and Rate Notice 2023-2024
 East Gippsland Water Tax Invoice dated 14 November 2023
 Residential tenancy agreement
 EECA Property and Planning Report
 Due Diligence Checklist

TITLE

(a) Attached are copies of the following documents:

Register Search Statement and the document referred to as the diagram location in the Register Search Statement.

General Law Title.

The last conveyance in the chain of title or other document which gives evidence of the vendor’s title to the land.

(b) Evidence of the vendor’s right or power to sell where the vendor is not the registered proprietor or the owner in fee simple.

Not Applicable

LAND USE AND SERVICES

(a) **Easements, covenants, or other similar restrictions**

(i) A description of any easement, covenant or other similar restriction affecting the land, whether registered or unregistered:

Attached copies of title document/s.

OR

Full description:

Nil

(ii) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

N/A

(b) Services

The following services are **NOT** connected to the land:

Electricity supply Gas supply Telephone Water supply Sewerage

(c) Road access Yes No

PLANNING

(a) Planning scheme

Attached is a certificate with the required specified information.

(b) Designated bushfire prone area

Yes No Under [section 192A](#) of the Building Act 1993

FINANCIAL MATTERS

(a) Particulars of the amount of any rates, taxes, charges or other similar outgoings including interest

Contained in the attached certificate/s.

(b) Particulars of any charge under any Act

Amount owing: Nil

To chargee: N/A

Other particulars, including dates and times of payments: N/A

OWNERS CORPORATION

(a) Owners corporation certificate

Not required – inactive* 2 lot subdivision.

** An owners corporation that is inactive includes an owners corporation that has not, in the previous 15 months, conducted an annual general meeting, fixed any fees, and held any insurance.*

Attached.

Required in all other cases, including inactive owners corporation of more than 2 lots in which case the vendor must provide the certificate.

(b) Insurance

Not required – no common property.

Not required – 2 lot subdivision.

Required* - See owners corporation certificate attached.

** Required in all other cases if there is common property.*



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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

**REGISTER SEARCH STATEMENT (Title Search) Transfer of
Land Act 1958**

Page 1 of 1

VOLUME 11036 FOLIO 681

Security no : 124115575456H
Produced 05/06/2024 03:00 PM

LAND DESCRIPTION

Lot 3 on Plan of Subdivision 548080T.
PARENT TITLE Volume 03498 Folio 529
Created by instrument PS548080T 07/11/2007

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
DAVID JAMES PATTERSON of 6 FRANCIS STREET BAIRNSDALE VIC 3875
AV398068L 04/03/2022

ENCUMBRANCES, CAVEATS AND NOTICES

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE PS548080T FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: UNIT 1 54 PINNOCK STREET BAIRNSDALE VIC 3875

ADMINISTRATIVE NOTICES

NIL

eCT Control 19052X ENGEL & PARTNERS
Effective from 08/03/2022

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS548080T

DOCUMENT END



Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	PS548080T
Number of Pages (excluding this cover sheet)	3
Document Assembled	05/06/2024 15:00

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The document is invalid if this cover sheet is removed or altered.

PLAN OF SUBDIVISION		STAGE No. /	LTO USE ONLY EDITION 1	PLAN NUMBER PS 548080T
LOCATION OF LAND PARISH: BAIRNSDALE TOWNSHIP: BAIRNSDALE SECTION: 33 CROWN ALLOTMENT: 5 (PART) CROWN PORTION: — TITLE REFERENCES: VOL 3498 FOL 529 LAST PLAN REFERENCE: LOT 1 ON TP670996R POSTAL ADDRESS: (At time of subdivision) 54 PINNOCK STREET, BAIRNSDALE 3875 MGA 94 CO-ORDINATES: E 554 150 (Of approx. centre of land in plan) N 5813 800 ZONE: 55		COUNCIL CERTIFICATION AND ENDORSEMENT COUNCIL NAME: EAST GIPPSLAND SHIRE COUNCIL REF: 39/2006/CRT 1. This plan is certified under Section 6 of the Subdivision Act 1988. 2. This plan is certified under Section 11(7) of the Subdivision Act 1988. Date of original certification under Section 6 / / 3. This is a statement of compliance issued under Section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under Section 18 Subdivision Act 1988 has / has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in stage Council Delegate Council seal Date 25 / 05 / 2006 Re-certified under Section 11(7) of the Subdivision Act 1988 Council Delegate Council seal Date / /		
VESTING OF ROADS AND/OR RESERVES				
IDENTIFIER	COUNCIL/BODY/PERSON			
NIL	NIL	NOTATIONS		
		STAGING This is / is not a staged subdivision Planning Permit No 757/2004/P		
		DEPTH LIMITATION DOES NOT APPLY		
		SURVEY: THIS PLAN IS / IS NOT BASED ON SURVEY THIS SURVEY IS CONNECTED TO PERMANENT MARK No(s) 61 & 66		
EASEMENT INFORMATION		LTO USE ONLY		
LEGEND A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)		STATEMENT OF COMPLIANCE / EXEMPTION STATEMENT		
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO THE LAND IN THIS PLAN		RECEIVED <input checked="" type="checkbox"/>		
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	SEWERAGE	2	THIS PLAN	EAST GIPPSLAND REGION WATER AUTHORITY
		DATE 30 / 10 / 07		
		LTO USE ONLY PLAN REGISTERED TIME 3:26pm DATE 7 / 11 / 2007 <i>[Signature]</i> Assistant Registrar of Titles		
		SHEET 1 OF 3 SHEETS		
Crowther & Sadler Pty. Ltd. LICENSED SURVEYORS & TOWN PLANNERS 152 MACLEOD STREET, BAIRNSDALE, VIC., 3875 TELEPHONE (03) 5152 5011		LICENSED SURVEYOR MICHAEL JOSEPH SADLER SIGNATURE DATE 20 / 3 / 2006 REF 11344 VERSION 1		DATE 25 / 05 / 2006 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

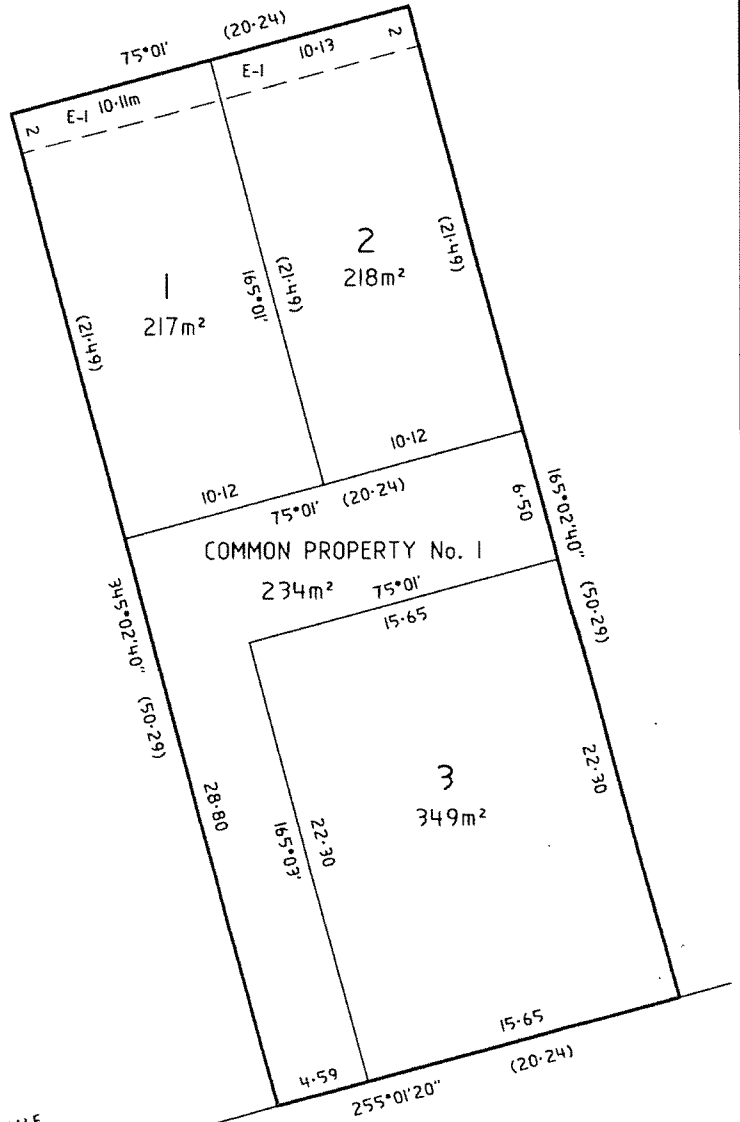
PS 548080T

MGA94 ZONE 55

DAWSON STREET

PINNOCK STREET

NOT TO SCALE
77.85



Crowther & Sadler Pty. Ltd.
 LICENSED SURVEYORS & TOWN PLANNERS
 152 MACLEOD STREET, BAIRNSDALE, VIC., 3875
 TELEPHONE (03) 6162 6011

SHEET 2 OF 3 SHEETS

ORIGINAL	SCALE	2.5 0 2.5 5 7.5 10
SHEET SIZE	SCALE	LENGTHS ARE IN METRES
A3	1:250	

LICENSED SURVEYOR MICHAEL JOSEPH SADLER
 SIGNATURE DATE 20/3 /2006
 REF 11344 VERSION 1

.....
 DATE 25 /05/ 2006
 COUNCIL DELEGATE SIGNATURE

PS548080T

FOR CURRENT OWNERS CORPORATION DETAILS
SEE OWNERS CORPORATION SEARCH REPORT



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 05/06/2024 03:00:16 PM

OWNERS CORPORATION 1
PLAN NO. PS548080T

The land in PS548080T is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 3.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

54 PINNOCK STREET BAIRNSDALE VIC 3875

PS548080T 07/11/2007

Owners Corporation Manager:

NIL

Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

NIL

Notations:

NIL

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	10	10
Lot 2	10	10
Lot 3	10	10
Total	30.00	30.00

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/06/2024 03:00:16 PM

OWNERS CORPORATION 1
PLAN NO. PS548080T

Statement End.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report (Premium)

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Postal Address for Services of Notices:

54 PINNOCK STREET BAIRNSDALE VIC 3875

PS548080T 07/11/2007

Owners Corporation Manager:

NIL

Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

NIL

Notations:

NIL

Entitlement and Liability:

Land Parcel	Folio References	Entitlement	Liability
Common Property 1	11036/682	0	0
Lot 1	11036/679	10	10
Lot 2	11036/680	10	10
Lot 3	11036/681	10	10
Total		30.00	30.00

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report (Premium)

Produced: 05/06/2024 03:00:16 PM

OWNERS CORPORATION 1
PLAN NO. PS548080T

Statement End.

OWNERS CORPORATION CERTIFICATE

Owners Corporation Act 2006 Section 151, Owners Corporations Regulations 2018 Regulation 16

Owners Corporation No

Address: 1/54 Pinnock Street, Bairnsdale 3875

This certificate is issued for	Lot 3 on Plan of Subdivision No: PS548080T
Postal address is	54 Pinnock Street Bairnsdale 3875
Applicant for the certificate is	ENGEL & PARTNERS PTY
Address for delivery of certificate is:	109 Main Street Bairnsdale 3875
Date that the application was received:	5 June 2024

IMPORTANT:

The information in this certificate is issued on: **5 June 2024**

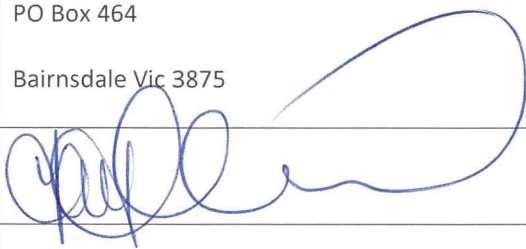
You can inspect the owners corporation's register for additional information and you should obtain a new certificate for current information prior to settlement.

1.	The current annual fees for the lot annually are: \$696.84 payable annually
2.	The date which the fees for the lot have been paid up to is – 9 November 2024.
3.	The total of any unpaid fees or charges for the lot are – Nil.
4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are - Nil.
5.	The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges not included in annual fees, maintenance fund or special fees as set out above: Nil.
6.	The owners corporation has the following insurance cover: <ul style="list-style-type: none">• the name of the company: Ausure- Hutch Underwriting• policy number: QTE10029075• type of policy: Strata - Domestic• buildings covered: 3• building amount: \$880,650.00• public liability amount: \$20,000,000• renewal date: 9 November 2024
7.	Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution -

	No.
8.	The total funds held by the owners corporation - Nil The total funds should report the best available statement of financial position of the owners corporation.
9.	Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out above? If so, provide details: No.
10.	Are there any current contracts, leases, licences or agreements affecting the common property? If so, provide details - No
11.	Are there any current agreements to provide services to lot owners, occupiers or the public? If so, provide details - No
12.	Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied? If so, provide details - No.
13.	Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings? If so, provide details - No.
14.	A copy of the minutes of the most recent annual general meeting of the owners corporation.
15.	Documents required to be attached to the owners corporation certificate are: <ul style="list-style-type: none"> • A copy of all resolutions made at the last annual general meeting • A copy of the consolidated rules registered at Land Victoria • A copy of Schedule 3 of the Owners corporations Regulations 2018 entitled "Statement of advice and information for prospective purchasers and lot owners"

DATED the 11th day of June 2024.

This owners corporation certificate was prepared by: **Engel & Partners Pty**

Postal address	PO Box 464 Bairnsdale Vic 3875
(signature)	
(Print name)	Jayde Walden

(name of management company if relevant) as delegate of the owners corporation

THE COMMON SEAL of OWNERS' CORPORATION)
NO was affixed in accordance with section 20 of the)
Owners' Corporation Act 2006 and in the presence of:)



Signature of lot owner

David James Patterson

Name of lot owner (block letters)

1

Lot number

11.06.2024

Date

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

If you buy into an owners corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the owners corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an owners corporation?

As an owner, you will be required to make financial contributions to the owners corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures.

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an owners corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular owners corporation you are buying into you can inspect that owners corporation's information register.

Management of an owners corporation

An owners corporation may be self-managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

If you are uncertain about any aspect of the owners corporation or the documents you have received from the owners corporation, you should seek expert advice.

MODEL RULES FOR AN OWNERS CORPORATION

1. Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

1. Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
2. This rule does not apply to -
 - (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

2. Committees and sub-committees

2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a sub committee without reference to the owners corporation.

3. Management and administration

3.1 Metering of services and apportionment of costs of services

1. The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
2. If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
3. Subrule (2) does not apply if the concession or rebate -
 - (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - (b) is paid directly to the lot owner or occupier as a refund.

4. Use of common property

4.1 Use of common property

1. An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
2. An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
3. An approval under subrule (2) may state a period for which the approval is granted.
4. If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
5. An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
6. Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

4.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 **Damage to common property**

1. An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
2. An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
3. An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
4. An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
5. The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. **Lots**

5.1 **Change of use of lots**

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5.2 **External appearance of lots**

1. An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
2. An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

5.3 **Requiring notice to the owners corporation of renovations to lots**

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

6. **Behaviour of persons**

6.1 **Behaviour of owners, occupiers and invitees on common property**

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

6.2 **Noise and other nuisance control**

1. An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
2. Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7. **Dispute resolution**

1. The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
2. The party making the complaint must prepare a written statement in the approved form.
3. If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
4. If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
5. The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

6. A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
7. If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the Owners Corporations Act 2006.
8. This process is separate from and does not limit any further action under Part 10 of the Owners Corporations Act 2006.

Owners Corporation SP 548080T

54 Pinnock Street

Bairnsdale 3875

Minutes of the Annual Meeting

Held onsite 5pm

1/11/23

Present Norma Tomkins, Elise Malberg, David Patterson.

Insurance

It was decided to go with the lower offer by Ausure which was \$2090.48 to be divided equally.

There was discussion as to whether the cover was enough but decided to look at this next time.

General Business

It was noted that the trees next door were causing problems with Unit 3

Meeting closed 5.30



Ausure Insurance Brokers Gippsland | ABN: 92 119 545 201
 Authorised Representative of Ausure Pty Ltd | AFSL: 238433

PAGE 1
REPRESENTATIVE
 Ausure Insurance Brokers Gippsland
 Marc Desio - AR: 1296609
 83 Main Street
 Bairnsdale VIC 3875
 Tel **03 5152 3028**
 Fax
 Email marc.desio@ausure.com.au

Owners Corporation Plan No: SP 548080T
 C/- David Patterson
 6 Francis Street
 Bairnsdale VIC 3875

Quotation

Thank you for requesting a quotation for your insurance.

Brief details of covers quoted are provided on the following pages for your consideration. You should refer to the Product Disclosure Statement & Financial Services Guide included with this Quotation.

Please also carefully read the important information on the next page. Do not hesitate to contact us with any questions you may have.

After acceptance of this quote we will issue a tax invoice which will detail payment instructions.

NOTES:

Quote date 20-Oct-2023

TYPE OF POLICY	Strata - Domestic
THE INSURED	Owners Corporation Plan No: SP 548080T
INSURER	Hutch Underwriting L8 11 York Street Sydney NSW 2000 ABN: 84 655 256 134

YOUR PREMIUM	
Premium	\$ 1,454.97
Underwriter Fee	\$ 200.00
U/W Fee GST	\$ 0.00
Fire/ES Levy	\$ 0.00
GST	\$ 165.48
Stamp Duty	\$ 160.03
Broker Fee	\$ 100.00
Broker Fee GST	\$ 10.00
QUOTE TOTAL	\$2,090.48

The base premium includes commission of \$ 291.00 split between: Licensees Commission \$ 20.37 Representatives Commission \$ 270.63 Referrers Commission \$ 0.00



Rhymer Pty Ltd T/A Ausure Insurance Brokers Gippsland
 Authorised Representative of Ausure Pty Ltd | www.ausure.com.au | ABN 92 090 971 854 | AFSL 238433

#

\$293,000 696.82
 696.82
 696.84

IMPORTANT INFORMATION

PLEASE READ CAREFULLY

YOUR DUTY OF DISCLOSURE

Before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms. You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of matter:

- that diminishes the risk to be undertaken by the insurer;
- that is of common knowledge;
- that your insurer knows or, in the ordinary course of his business, ought to know;
- as to which compliance with your duty is waived by the insurer.

NON-DISCLOSURE

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce his liability under the contract in respect of a claim or may cancel the contract.

If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

CONTRACTING OUT OR REMOVING INSURERS RIGHTS OF SUBROGATION

You will prejudice your rights to a claim if, without prior agreement from your insurer you make any agreement that will prevent the insurer from recovering a loss from a third party. These 'hold harmless' are often found in leases and maintenance or supply contracts from burglar alarm or fire protection installers and in repair contracts.

INSURING THE INTEREST OF OTHER PARTIES

If you require the interests of another party to be covered you must request this and ensure they are noted on your policy. Most policy conditions will exclude indemnity to other parties (eg mortgagees, lessors or principals etc) unless their interest is noted on the policy.

UTMOST GOOD FAITH

A contract of insurance is a contract based on the utmost good faith and there is implied in such a contract a provision requiring each party to it to act towards the other party with the utmost good faith. If you fail to do so it may prejudice your claim.

UNDER INSURANCE

Your contract of insurance may contain an average provision. It is important that you nominate a sum insured to represent the full value of the property insured. If you fail to insure the full value your claim may be reduced in proportion with your underinsurance.

CHANGE IN RISK CIRCUMSTANCES

You must inform your broker of any material changes in your business; if you fail to do so an insurer may be entitled to deny a potential claim. You should inform your broker about any changes in location, new products/procedures or any departure from your ordinary business. If you are in doubt as to whether you should disclose any changes please contact your broker for advice.

CLAIMS MADE POLICIES

Certain policies (eg many types of professional indemnity policies) are claims made policies. These policies do not cover events that occurred before the contract was entered into. If you give an insurer notice of circumstances that may give rise to a claim during the policy period, the insurer will cover claims made later that arise out of those circumstances.

LEASING, HIRING & BORROWING PROPERTY

When you lease, hire or borrow property, make sure that the contract clearly identifies who is responsible for insuring the property.

Industrial Special Risks policies automatically cover property which you are responsible to insure, subject to the policy excess. Public liability insurance may assist you meet claims relating to property damage to property which you lease or hire. A sub-limit usually applies to the amount you can claim for damage to property in your care, custody or control.

INSURER SOLVENCY

We do not warrant or guarantee the current or ongoing solvency or financial viability of the insurer because we have no control over the insurer's performance and this can be affected by many complex commercial and economic factors.

PREMIUM FINANCE

If you choose to finance your premium Ausure and your representative will receive up to 4% of the amount financed for providing the referral and assisting you to arrange the facility. This will not result in any additional costs to you. We recommend that you carefully read the finance contract to understand the implications in the event you cancel your insurance policy before expiry.

CANCELLATIONS AND AMENDMENTS

We cannot cancel a contract of insurance without written instructions from a person(s) who is authorised to represent each of the parties who are named as insureds in the contract of insurance. We cannot cancel any contract of insurance which is subject to the Marine Insurance Act 1909.

If a contract of insurance is cancelled before expiry of the period of insurance, we may charge a fee to arrange a cancellation. We will also retain any broker fees charged on the policy and we may also charge a cancellation fee that is equal to the commission component of the return premium provided by the insurer.

HOW DO WE RESOLVE COMPLAINTS?

In the event that you have a complaint about the manner in which we provide any financial service please contact Ausure's Complaints Manager by phone on (07) 3319 5100 or by writing to the address shown on the front of this invoice. If your complaint remains unresolved, Ausure's dispute committee will review the matter and respond within 15 days. Your complaint will be dealt with fairly and promptly but if you remain dissatisfied with the final decision you may refer the matter to the Australian Financial Complaints Authority (AFCA), which acts as Ausure's external dispute resolution provider. AFCA can be contacted on 1800 931 678 or info@afca.org.au.

Policy Particulars:

Hutch Underwriting Pty Ltd
L8, 11 York Street, Sydney, NSW, 2000.
Enquiries: 1300 256 056

Your Quotation Number: QTE10029075
UMR: B6060500000642022
PDS and Policy Wording: Hutch Residential Strata (version HRS5)
The Insured: Owners Corporation Plan No. PS 548080
Situation: 54 Pinnock Street, Bairnsdale VIC 3875
Period of Insurance: Commencement Date 4.00pm on 09/11/2023
Expiry Date 4.00pm on 09/11/2024
Date of Issue: 10/10/2023

POLICY LIMITS / SUMS INSURED

Section 1 Buildings	\$880,650
Common Area Contents	\$8,807
Loss of Rent	\$132,098
Flood	Selected
Additional Catastrophe Cover	\$132,098
Unit Owners Fixtures and Fittings	\$88,065
Section 2 Property Owners Legal Liability	\$20,000,000
Section 3 Voluntary Workers Personal	
Accident	\$200,000 /\$2,000 weekly
Section 4 Fidelity Guarantee	\$100,000
Section 5 Office Bearers Liability	\$100,000
Section 6 Machinery Breakdown	\$10,000
Section 7 Part A Government Audit Expenses	\$25,000
Part B Health & Safety Legal	
Expenses	\$100,000
Part C Legal Expenses	\$50,000
Section 8 Cyber	\$10,000

EXCESS

You must pay the amount of any Excess as specified below or in accordance with the relevant Section of the Policy wording for each claim. Should multiple Excesses be payable for any claim arising from any single Event, such excesses will not be aggregated and only the highest single Excess will apply.

Section 1 Building and Contents	\$1,000
Earthquake excess	\$500 in addition
Section 2 Property Owners Legal Liability	\$1,000
Section 3 Voluntary Workers Personal Accident	\$1,000
Section 4 Fidelity Guarantee	\$1,000
Section 5 Office Bearers Liability	\$1,000
Section 6 Machinery Breakdown	\$1,000
Section 7 Part A: Government Audit Expenses	\$1,000
Part B: Health & Safety Legal Expenses	\$1,000
Part C: Legal Expenses	\$1,000 Plus 10% contribution in addition
Section 8 CYBER.	\$1,000

Endorsements

Important information

This Policy has been issued by Hutch Underwriting Pty Ltd (Hutch) ABN 846 552 56 134, Authorised Representative number 001296345, on behalf of certain underwriters at Lloyds.

Hutch is an authorised representative of CoverRadar Group Pty Ltd ABN 146 412 25 809 AFS Licence number 523647 of L8, 11 York Street, Sydney, NSW, 2000.

It forms part of Your contract of insurance and You should refer to it together with the Product Disclosure Statement and insurance Policy

wording (PDS and Policy) to consider whether the benefits, terms, conditions and exclusions of your Policy remain relevant and suitable for Your needs and circumstances.

The PDS and Policy are available from our website www.hutchunderwriting.com.au

Your Duty to take reasonable care not to make a misrepresentation
When answering our questions in the Proposal, making changes to your Policy or at renewal, you have a duty to take reasonable care not to make a misrepresentation to us.

You and other insured person(s) must answer our questions with relevant and complete information and You must not misrepresent any information that You give to us. You have the same duty in relation to anyone else whom You want to be covered by the policy.

If You fail to comply with this duty and we would not have entered into this Policy for the same premium and on the same terms and Conditions expressed in this Policy, we may be entitled to reduce Our liability under the Policy in respect of any claim or we may cancel the Policy.

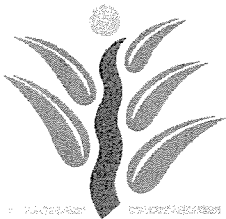
Cooling Off Period

If this Policy does not meet Your requirements, You can cancel the Policy within twenty-one (21) days from the date the Policy commenced by sending a written notice to us that the Policy is not required. You will receive a full refund of the Premium provided You have not made a claim under the Policy.

Claims made notice

Sections 5 and 7 of the Policy operates on a ?claims made and notified? basis. This means that, subject to the provisions of Sections 5 and 7, where You give notice in writing to Us of any facts that might give rise to a claim against You as soon as reasonably practicable after You become aware of those facts but before the expiry of the Period of Insurance, You may have rights under Section 40(3) of the Insurance Contracts Act 1984 (Cth) to be indemnified in respect of any claim subsequently made against You arising from those facts notwithstanding that the claim is made after the expiry of the Period of Insurance.

Any such rights arise under the legislation only, in that the terms of the Policy and the effect of the Section, subject to the continuous cover special conditions, is that You are not covered for claims made against You after the expiry of the Period of Insurance.



EAST GIPPSLAND
SHIRE COUNCIL

Valuation and Rate Notice

2023 - 2024

PO Box 1618, Bairnsdale, VIC 3875
ABN 81 957 967 765
Enquiries (03) 5153 9500
www.eastgippsland.vic.gov.au



034 0012057

25/9/23

D J Patterson
6 Francis Street
BAIRNSDALE VIC 3875

Assessment Number: 92958
Date of Issue: 04/09/2023
Arrears
Due Immediately:
Pay in Full \$1,657.72
By 15/2/2024:
Pay by 4 instalments \$415.72
First by 30/9/2023:

Unit 1 54 Pinnock Street BAIRNSDALE VIC 3875
Lot 3 PS 548080

Date of valuation 01/01/2023

Operative Date 01/07/2023

Site Valuation (SV) \$90,000

Capital Improved Valuation (CIV) \$300,000

Net Annual Valuation (NAV) \$15,000

Land Area: 0.0349 Ha

AVPCC: 110 Detached Dwelling

Owner: Patterson, David James

Rates and charges (Council uses CIV for rating purposes). Date of Declaration: 27 June 2023.

Instalments

2023/2024 Council Rate and Charges

Rate/Charge	Rate	Amount
General Rate	0.00256872 X \$300,000	\$770.62
Municipal Charge		\$245.30
Waste Levy		\$51.00
Waste - 3 Bins - Compulsory	\$452.00 X 1	\$452.00

Date Due	Amount Due
30/09/2023	\$415.72
30/11/2023	\$414.00
28/02/2024	\$414.00
31/05/2024	\$414.00

2023/2024 Victorian Government Fire Services Property Levy

FSPL – Residential Variable	0.00004600 X \$300,000	\$13.80
FSPL – Residential Fixed	\$125.00 X 1	\$125.00

Payment(s) made on or after 23 August 2023 may not be shown on this account.

Total Amount of this notice \$1,657.72

No GST is applied to rates.

1012057 0026929 #86986



Contact your bank or credit union to register for BPAY

Billers Code: 125864
Customer Ref: 1709295883

BPAY® this payment via internet or phone banking.
BPAY View® – View and pay this bill using internet banking.
BPAY View Registration No.: 1709295883
BPAY View Registration Name: D J Patterson



Pay at our website with credit card (Visa and Mastercard only)
visit www.eastgippsland.vic.gov.au/rates and follow the prompts.
Use Customer Reference Number: 1709295883



By Telephone
Pay with your credit card (Visa and Mastercard only)
Call 1300 321 219



In person at any Australia Post Office



*3632 1 1709295883



To arrange periodical Direct Debit from your bank account, please contact our office or download the form from our website and return to Council. Payment by quarterly instalment or in full can be arranged.



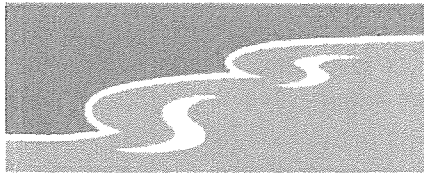
In Person - At Council's Service Centres (cash, cheque, EFTPOS or credit card)



Pay by cheque –
Please detach this payment slip and mail with your cheque to:
East Gippsland Shire
PO Box 1618,
BAIRNSDALE VIC 3875



Contact Centrelink to arrange regular deductions from your Centrelink payments. Quote Customer Reference Number: 555 015 834V and your reference number: 929588 92958



East Gippsland Water

Bairnsdale Office
133 Macleod St (PO Box 52),
BAIRNSDALE VIC 3875
ABN: 40 096 764 586
Web: www.egwater.vic.gov.au
Email: egw@egwater.vic.gov.au



Emergencies, Service Difficulties and Faults
1300 134 202 (24 Hours, 7 Days)
Account Enquiries 1800 671 841

Tax Invoice

Service Address: Unit 1, 54 Pinnock St, Bairnsdale VIC 3875

Issued: 17 Oct 2023

Next Scheduled Reading: 16 Jan 2024

Account Number
11-0844-2850-01-8

Invoice Number
2256018

Amount Due
\$241.65

Pay By
14 Nov 2023



D Patterson
6 Francis St
BAIRNSDALE VIC 3875



034
1000475

Opening Balance	\$225.93
Total Payments received to the 17 Oct 2023	\$225.93 CR
Balance	\$0.00
Current Charges	
Water Service Charge	\$60.29
Sewer Service Charge	\$181.36
Total	\$241.65
Total Amount Due	\$241.65
Total includes GST of	\$0.00

Penalty Interest of 6.90% p/a will apply to overdue balances.

Payment Options

D Patterson Unit 1, 54 Pinnock St, Bairnsdale VIC 3875



Direct Debit: Call 1800 671 841 for an application or visit our website.



Mail: Send a cheque with this portion of the account to PO Box 52, BAIRNSDALE VIC 3875



Quote the Biller Code and Reference No.

Bill Code: 16063
Ref: 1108 4428 5001 8



Payment in Person: Please present this account to our Bairnsdale office at 133 Macleod Street.



Centrepay: Centrepay recipients can arrange automatic payments through Centrepay.



Pay at any Post Office, or via postbillpay.com.au for on-line payments or phone 13 18 16 for credit card payments.

Billpay Code: 0436
Ref: 0110 8442 8500 18



Internet: Visit our website at www.egwater.vic.gov.au and click on Pay & Bill Online. Use Post Billpay Code and Ref Number.

Account Number
11-0844-2850-01-8

Invoice Number
2256018

Amount Due
\$241.65



*436 01108442850018

First National King & Heath
125 Main Street,
Bairnsdale, VIC 3875

P: 03 5152 5627
ABN: 49109269865



Residential Rental Agreement

for

1/54 Pinnock Street, Bairnsdale VIC 3875

This agreement is between **David Patterson**
and **Carolyn Campbell**.

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No unauthorised use or copying permitted. All rights reserved.

Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Regulation 10(1)

Part A - General

This agreement is between the residential rental provider (rental provider) and the renter listed on this form.

1. Date of agreement

This is the date the agreement is signed

Mon 22/05/2023

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

2. Premises let by the rental provider

Address of premises

1/54 Pinnock Street, Bairnsdale VIC

Postcode 3875

3. Rental provider details

Full name or company name of rental provider

David Patterson

Address (if no agent is acting for the rental provider)

Postcode

Phone number

ACN (if applicable)

Email address

Rental provider's agent details (if applicable)

Full name

First National King & Heath

Address

125 Main Street, Bairnsdale, VIC

Postcode 3875

Phone number

03 5152 5627

ACN (if applicable)

Email address

Note: The rental provider must notify the renter within 7 days if any of this information changes.

4. Renter details

Each renter that is a party to the agreement must provide their details here.

Full name of renter 1

Current Address:

Phone number:

Email:

Full name of renter 2

Current Address:

Phone number:

Email:

Full name of renter 3

Current Address:

Phone number:

Email:

Full name of renter 4

Current Address:

Phone number:

Email:

5. Length of the agreement

Fixed term agreement Start date

(this is the date the agreement starts and you may move in)

End date

Periodic agreement (monthly) Start date

Note: If a fixed term agreement ends and the renter and rental provider do not enter into a new fixed term agreement, and the renter continues to occupy the premises, a periodic (e.g. month by month) residential rental agreement will be formed.

6. Rent

Rent amount(\$)
(payable in advance)

To be paid per week fortnight calendar month

Day rent is to be paid (e.g. each Thursday or the 11th of each month)

Date first rent payment due

The rent will be increasing to per fortnight from

7. Bond

The Renter has paid the bond specified below

Unless the rent is greater than \$900 (per week), the maximum bond is one month's rent. In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.

If the renter does not receive a receipt within 15 business days from when they paid the bond, they may — email rtba@justice.vic.gov.au, or call the RTBA on 1300 13 71 64

Rental bond amount(\$)

Bond lodgement date

Bond Lodgement No.

Part B – Standard terms

8. Rental provider's preferred method of rent payment

Note: The rental provider must permit a fee-free (other than the renter's own bank fees) payment method and must allow the renter to use Centrepay or another form of electronic funds transfer.

Note: The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(Rental provider to tick permitted methods of rent payment)

direct debit bank deposit cash cheque money order BPay

other electronic form of payment, including Centrepay

Payment details (if applicable)

9. Service of notices and other documents by electronic methods

Electronic service of documents must be in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000*.

Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.

The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.

The rental provider and renter must immediately notify the other party in writing if their contact details change.

9.1 Does the rental provider agree to the service of notices and other documents by electronic methods such as email?

The rental provider must complete this section before giving the agreement to the renter.

(Rental provider to tick as appropriate)

Yes

Dayna Roe: dayna.roe@kingheath.com.au

No

9.2 Does the renter agree to the service of notices and other documents by electronic methods such as email?

(Renter to tick as appropriate)

Renter 1 Yes

Carolyn Campbell

No

Renter 2 Yes

No

Renter 3 Yes

No

Renter 4 Yes

No

ccc

10. Urgent repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.

For further information on seeking repairs see **Part D** (below).

Details of person the renter should contact for an urgent repair
(rental provider to insert details)

Emergency contact name

Dayna Roe

Emergency phone number

5152 5627

Emergency email address

dayna.roe@kingheath.com.au

11. Professional cleaning

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy unless —

- professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned, or pay the cost of having all or part of the rented premises professional cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

12. Owners corporation

Do owners corporation rules apply to the premises?

If yes, the rental provider must attach a copy of the rules to this agreement.

(Rental provider to tick as appropriate)

No

Yes

13. Condition report

The renter must be given 2 copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.

(rental provider to tick as appropriate)

The condition report has been provided

The condition report will be provided to the renter on or before the date the agreement starts

Part C – Safety related activities

14 Electrical safety activities

- (a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
 - (b) If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.
-

15 Gas safety activities

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

- (a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
 - (b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.
-

16 Smoke alarm safety activities

- (a) The rental provider must ensure that:
 - i. any smoke alarm is correctly installed and in working condition; and
 - ii. any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months, and
 - iii. the batteries in each smoke alarm are replaced as required.
- (b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.
- (c) The rental provider, on or before the occupation date, must provide the renter with the following information in writing:
 - i. information about how each smoke alarm in the rented premises operates;
 - ii. information about how to test each smoke alarm in the rented premises;
 - iii. information about the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

Note: Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

17 Swimming pool barrier safety activities

These safety-related activities only apply if the rented premises contains a swimming pool.

- (a) The rental provider must ensure that the swimming pool barrier is maintained in good repair.

CCS

- (b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
 - (c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
 - (d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.
-

18 Relocatable pool safety activities

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, on the rented premises.

- (a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

Note: Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

19 Bushfire prone area activities

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

If the rented premises is in a designated bushfire prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.

The water tank must be full and clean at the commencement of the agreement.

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Part D – Rights and obligations

This is a summary of selected rights and obligations of renters and rental providers under the Act.

Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit consumer.vic.gov.au/renting.

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20. Use of the premises

The renter:

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act; and
- must not use the premises for illegal purposes; and
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours; and
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing; and
- must keep the premises reasonably clean.

21. Condition of the premises

The rental provider:

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in; and
- must maintain the premises in good repair and in a fit condition for occupation; and
- agrees to do all the safety-related maintenance and repair activities set out in **Part C** of the agreement.

The renter:

- The renter must follow all safety-related activities set out in **Part C** of the agreement and not remove, deactivate or otherwise interfere with the operation of prescribed safety devices on the premises.

22. Modifications

The renter:

- may make some modifications without seeking the rental provider's consent. These modifications are listed on the Consumer Affairs Victoria website; and
- must seek the rental provider's consent before installing any other fixtures or additions; and
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act; and
- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

The rental provider:

- must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website consumer.vic.gov.au/renting.

23. Locks

- The rental provider must ensure the premises has:
 - locks to secure all windows capable of having a lock, and
 - has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and
 - meets the rental minimum standards for locks and window locks.
- External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that—
 - is operated by a key from the outside; and
 - may be unlocked from the inside with or without a key
- The renter must obtain consent from the rental provider to change a lock in the master key system.
- The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
- The rental provider must not give a key to a person excluded from the premises under a:
 - a family violence intervention order; or
 - a family violence safety notice; or
 - a recognised non-local DVO; or
 - personal safety intervention order.

24. Repairs

- Only a suitably qualified person may do repairs—both urgent and non-urgent

25. Urgent repairs

Section 3(1) of the Act defines **urgent repairs**. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit consumer.vic.gov.au/urgentrepairs.

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

The rental provider must carry out urgent repairs after being notified. A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if—

- (a) the renter cannot meet the cost of the repairs; or
- (b) the cost of repairs is more than \$2500; or
- (c) the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

26. Non-urgent repairs

- The renter must notify the rental provider, in writing, as soon as practicable of —
 - damage to the premises; and
 - a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in reasonable time.
- The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days of receiving notice of the need for repair.

27. Assignment or sub-letting

The renter:

- The renter must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider. The rental provider may give the renter notice to vacate if the renter assigns or sub-lets the premises without consent.

The rental provider:

- cannot unreasonably withhold consent to assign or sub-let the premises; and
- must not demand or receive a fee or payment for consent, other than any reasonable expenses incurred by the assignment.

28. Rent

- The rental provider must give the renter at least 60 days written notice of a proposed rent increase
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, then renter may request a receipt.
- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

29. Access and entry

- The rental provider may enter the premises—
 - at any time, if the renter has agreed within the last 7 days; and
 - to do an inspection, but not more than once every 6 months; and
 - to comply with the rental provider's duties under the Act; and
 - to show the premises or conduct an open inspection to sell, rent or value the premises; and
 - to take images or video for advertising a property that is for sale or rent; and
 - if they believe the renter has failed to follow their duties under the Act; and
 - to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.
- The renter must allow entry to the premises where the rental provider has followed proper procedure.
- The renter is entitled to a set amount of compensation for each sales inspection.

30. Pets

- The renter must seek consent from the rental provider before keeping a pet on the premises.
- The rental provider must not unreasonably refuse a request to keep a pet.

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Part E - Additional terms

31. Additional terms (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 558 181 for further information or visit consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms.

32. Residential Tenancy Database

In accord with Section 439 (l) of the Act First National King & Heath will, within 14 days of receipt of a written request, provide a copy of any listing located on a residential tenancy database used by First National King & Heath subject to the Act.

33. Rental Provider Obligations

The Rental Provider may issue a notice to vacate in accord with the Act during the term of this Agreement and the Renter must vacate the Premises at the expiration of the notice period given in the notice to vacate. The Rental Provider or First National King & Heath may during the last month of the term of this Agreement place a 'to let' notice on the Premises. The Rental Provider or First National King & Heath may put on the Premises a notice or notices 'for sale' or 'auction' at any time during the term of this Agreement.

The Rental Provider must not increase the Rental more than once in every 12 months.

Unless this Agreement is specified in Item 5 of Part A to be for a fixed term the Rental Provider may, in accord with the provisions of Section 44 of the Act, increase the Rental by giving the Renter at least 60 day's notice of the increase.

This Agreement may only be amended in writing signed by the Rental Provider and the Renter.

Where the Premises form part of a building, the Rental Provider has the right to make and/or alter rules and regulations for the Premises and the Renter will be bound by such rules and regulations of the Act.

34. Availability of Premises

First National King & Heath will use its best endeavours so that the Premises are available on the Commencement Date.

35. Payment of Services

The Renter shall pay all charges in respect of the consumption of water, electricity, gas, oil, national broadband network ("NBN") and telephone where the Premises are separately metered for these services as stipulated in the Act.

It is the Renter's responsibility to turn the main switch off to allow the power to be connected as required by the electricity provider. No claim shall be made against the Rental Provider or First National King & Heath should the power not be connected at the commencement of this Agreement.

The Renter acknowledges that all arrangements for connection of a telephone line or national broadband network ("NBN") connection to the Premises shall be at the cost of the Rental Provider.

36. Contents Insurance

The Renter is not required to take out any insurance. Notwithstanding this, the Renter acknowledges that any insurance policy of the Rental Provider does not provide cover for the personal possessions of the Renter. It is strongly recommended that the Renter should take out contents insurance to adequately cover those possessions.

37. Use of Premises

The Renter shall only use the Premises for residential purposes unless the prior written consent of the Rental Provider has been obtained for any other use. The Rental Provider may impose reasonable terms and conditions on giving any consent. Any other use may be subject to council or other approval and any costs associated with such approvals will be the responsibility of the Renter. The Renter must not permit any short term or long term letting or licencing the use and/or occupation of any part of the Premises without the prior

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written consent of the Rental Provider. Any request for consent must be made in writing to First National King & Heath.

38. No Representations

The Renter acknowledges that no promise, representation, warranty or undertaking has been given by the Rental Provider or First National King & Heath in relation to the suitability of the Premises for the purposes of the Renter otherwise than as provided in this Agreement. Without limiting Item 21 of Part D of this Agreement, the Rental Provider must ensure that the Premises comply with the rental minimum standards (as set out in Schedule 4 of the Residential Tenancies Regulations 2021), and further that the Premises are vacant and reasonably clean when the Renter moves in.

39. Condition Report

The Renter must be given 2 copies of the Condition Report (or one emailed copy) on or before the date the Renter moves into the Premises.

The Renter acknowledges having received before entering into occupation of the Premises two copies of the Condition Report signed by or on behalf of the Rental Provider as well as a written statement setting out the rights and duties of the Rental Provider and Renter under a tenancy agreement ('Renting a Home - A Guide for Renters'). The Renter acknowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to First National King & Heath within 5 business days after entering into occupation of the Premises. If the Condition Report is not returned, the copy held by First National King & Heath will be accepted as conclusive evidence of the state of repair or general condition of the Premises, at the commencement of this Agreement.

40. No Promise of Renewal

The Renter acknowledges that no promise, representation or warranty has been given by the Rental Provider or First National King & Heath in relation to any further renewal of this Agreement. Without limiting the generality of clause 5 in Part A of this Agreement, the Renter acknowledges that if this Agreement is specified in Part A, Item 5 of this Agreement as being for a fixed period, then it shall commence on the Commencement Date and end on the Expiry Date.

41. Rental Provider Termination

The Renter acknowledges that the Rental Provider may require possession of the Premises at the termination of this Agreement and may issue a notice to vacate in accord with the Act requiring vacant possession on the expiry of this Agreement.

42. Lost Keys

The Renter is responsible for the replacement of any lost key, auto remote control and the provision of any additional key and any locksmith's charge where any key is mislaid or lost. First National King & Heath does not guarantee that it holds a spare set of keys to the Premises at its offices.

43. Extra Keys

The Renter acknowledges that should the Renter wish to order any extra key, auto remote control or other access device for the Premises it will be at the expense of the Renter. The Renter acknowledges that copies of all keys/auto remote controls and access devices must be returned to First National King & Heath at the end of the tenancy without reimbursement.

44. Floor Protection

If the Premises include polished floorboards/floating floor, it shall be the responsibility of the Renter to fit floor protectors to all items of furniture to protect the floorboards from scratching. Stiletto shoes must not be worn at any time by any occupant and/or invitee of the Renter throughout the tenancy to prevent indentation being caused to the floors.

45. Changing Locks

The Renter may change any lock security alarm code and/or other security device at the Premises. If the Renter changes any lock security alarm code and/or other security device, the Renter must give the Rental Provider or First National King & Heath a duplicate key and/or new security alarm code and/or other access device as soon as practicable.

46. Comply with Insurance

Subject to the Renter having been provided with a copy of any insurance policy maintained by the Rental

Provider, the Renter must not knowingly do or allow anything to be done at the Premises that may invalidate any insurance policy or result in the premium being increased above the normal rate. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.

47. No Invalidating Insurance

The Renter shall not do or allow anything to be done which would invalidate any insurance policy on the Premises or increase the premium including (but not limited to) the storage of flammable liquids or the use of any kerosene or oil burning heater at the Premises. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.

48. Protection Against Damage

The Renter must take reasonable measures so that anyone that the Renter has allowed or permitted to be at the Premises does not cause damage to the Premises. This obligation shall not extend to the Rental Provider or First National King & Heath or their respective contractors.

49. Shared Services

The Renter shall not do or allow to be done anything at the Premises that will cause the shared service facilities including (but not limited to) any driveway, lift or stairwell to become obstructed, untidy, damaged or used for any purpose other than for which it may be intended.

50. No Servicing Vehicles

The Renter must not service or repair or allow the service or repair of any motor vehicle, motorcycle, boat or caravan at the Premises except minor routine maintenance and cleaning, other than greasing and changing oil.

51. Report Damage or Injury

The Renter shall notify First National King & Heath immediately in writing on becoming aware of any damage to or defects in the Premises or breakdown of facilities, whether or not it might injure a person or cause damage to the Premises.

52. Notify Blockages

The Renter must as soon as practicable notify the Rental Provider or First National King & Heath of any blockage or defect in any drain, water service or sanitary system. No item that could cause a blockage including (but not limited to) any feminine hygiene product, disposable nappy or excessive amounts of toilet paper may be flushed down the sewerage septic stormwater or drainage systems. The Renter must pay the Rental Provider all reasonable expenses that are incurred in rectifying any defect or blockage that may be caused by the Renter or a person that the Renter has allowed or permitted to be at the Premises. This obligation shall not extend to any defect or blockage caused by the Rental Provider or First National King & Heath or their respective contractors.

53. Alterations

The Renter shall not paint or affix any sign or any antenna or cabling onto the Premises without the prior written consent of the Rental Provider. The consent of the Rental Provider will not be unreasonably withheld. The consent of the Rental Provider may be made subject to any reasonable condition including (but not limited to) removal of the thing affixed when the tenancy is terminated. The Renter's rights and obligations in relation to modifications are set out in Part D, Item 22 of this Agreement. The Rental Provider may require the Renter to remove such items affixed and make good any damage caused by such removal.

54. Rubbish

The Renter shall deposit all rubbish including any carton and newspaper in a proper rubbish receptacle with a close fitting lid as required by the local council. Such rubbish receptacle shall be kept only in the place provided and placed out by the Renter for collection and returned to its allotted place in accord with local council by-laws and/or good practice.

55. Pests

The extermination of all pests including (but not limited to) any rat, cockroach, mouse, flea, ant or other pest that may infest the Premises is considered an urgent repair and shall be dealt with in accordance with Part D, Item 25 of this Agreement.

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56. Hanging Clothes

The Renter shall not hang any clothes outside the Premises other than where provision for the hanging of clothes has been provided. The Renter must use any clothes drying facilities in the manner required by the Rental Provider or any owner's corporation.

57. Replace Light Globes

The Renter shall, at the Renter's expense, replace with a similar type style and feature/attribute any lighting tube, globe and down-light (including any starter ballast or transformer) at the Premises which become defective during the term or any extension of this Agreement unless the defect is proven to be caused by faulty wiring or a defective fitting.

58. Smoke Free Zone

The Renter acknowledges that the Premises are a 'Smoke Free Zone' and the Renter will ensure that the Renter and any invitees do not smoke inside the Premises.

59. Payment of Rental

All payments of Rental shall be made without demand by or on behalf of the Rental Provider and on time. No part payment will be accepted. All payments of Rental are to be made by the method advised in Item 8 in Part B of this Agreement or as notified in writing by First National King & Heath from time to time.

60. Rental Increase

If the Renter disagrees with a Rental increase sought by the Rental Provider, the Renter may apply to the Director of Consumer Affairs Victoria for an investigation, provided the application to the Director of Consumer Affairs Victoria is made within 30 days after the notice of the Rental increase is given by or on behalf of the Rental Provider.

61. Maintain Garden

The Renter must maintain any garden at or adjacent to the Premises including the mowing and edging of any lawn, light trimming/pruning of small trees, shrubs and taking care of plants. Garden beds, paths and paving are to be maintained by the Renter in a neat and tidy condition, free of weeds and so far as is reasonably possible, free of garden pests and properly watered. When watering any garden, the Renter must comply with any government watering restrictions in place, from time to time. It is the responsibility of the Renter to maintain any water feature/fountain or pond at the Premises. The Renter must maintain the water quality and keep the water feature/fountain or pond clean as per the Condition Report at the commencement of the tenancy and taking into account fair wear and tear.

62. Watering System

If any garden is watered by a watering system and/or via any tank water, the Renter must maintain the system and/or tank in the state of repair and condition it was in at the start of this Agreement (fair wear and tear excepted). The Renter is not required to repair damage to the watering system caused by the Rental Provider, First National King & Heath or their contractors.

63. Rental Provider Repairs

The Renter acknowledges that the Premises may require maintenance during the tenancy due to unforeseen acts of nature, wear and tear or other causes. Should this occur, the Rental Provider will use best endeavours to rectify any damage in a timely manner and in conjunction with any insurer and/or tradespeople appointed by any insurer. The Renter agrees to allow the Rental Provider or any tradespeople reasonable access to carry out any such repairs.

The Rental Provider must ensure that the Premises are provided and maintained in good repair. If there is a need for an urgent repair the Renter must notify First National King & Heath in writing.

64. Urgent Repairs

The Renter acknowledges that First National King & Heath is authorised to attend to urgent repairs to a maximum of \$2,500.00 (including GST) and the Renter agrees to use all reasonable efforts to contact First National King & Heath during business hours or after hours information service on 5152 5627 or First National King & Heath approved after hours emergency tradespeople before any urgent repairs are completed. Please refer to the booklet 'Renting a Home - A guide for Renters' as provided for classification of urgent repairs.

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65. Vehicle Parking

The Renter shall not park or allow any vehicle to be parked on the Premises or in any garage facilities made available for use by the Renter as part of this Agreement which leaks oil unless a suitable oil drip tray is provided. No visitor cars are permitted to be parked at the Premises unless any dedicated visitor parking is provided by the Rental Provider or any owner's corporation. The Renter acknowledges that if the Premises are advertised without any off-street parking being made available, it shall be the responsibility of the Renter to enquire with the local council whether any parking permit is required for on-street parking in the vicinity of the Premises and/or otherwise make independent arrangements for the parking of any motor vehicle.

66. Pets

The Renter must not keep any animal, bird, or other pet at the Premises without first obtaining the written permission of the Rental Provider or First National King & Heath. Permission will not be unreasonably withheld. In giving permission, the Rental Provider or First National King & Heath may impose reasonable conditions. It is not unreasonable for the Rental Provider or First National King & Heath to withhold permission if the rules of an owner's corporation prohibit pets being on common property or kept on the Premises. If an occupant of the Premises is blind, permission will not be required for the occupant to have a trained guide dog at the Premises (unless permission must be obtained from an owner's corporation). To seek the written permission of the Rental Provider or First National King & Heath to keep a pet at the Premises the Renter must complete and provide a pet request form.

67. Pools and Water Features

The Renter must not install any pool, spa, pond or any other water retaining device (either inflatable or constructed) at the Premises without the express written permission of the Rental Provider. The Renter also agrees that should any such permission be granted it will be conditional on the Renter obtaining and providing evidence to the Rental Provider, of compliance with Council or any other regulations relating to pool installation or pool fencing requirements prior to the installation taking place.

68. Rental Provider Entry

Subject to compliance with the Act, the Rental Provider or First National King & Heath has the right to enter the Premises:

- To carry out duties specified in this Agreement, or the Act or any other legislation or law;
- To value the Premises or any property of which the Premises form part, provided that at least 7 days' written notice has been given to the Renter;
- At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective buyers or financial lenders through the Premises, provided that at least 48 hours' written notice has been given to the Renter;
- At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective new renters through the Premises provided that at least 48 hours' written notice has been given to the Renter (and provided that such entry occurs in the period that is within 21 days before the termination date specified in the notice to vacate or notice of intention to vacate and otherwise subject to the requirements of the Act);
- To verify a reasonable belief that the Renter or any occupier may not have met any duties as a Renter of the Premises, provided that at least 24 hours' written notice has been given to the Renter;
- To make one general inspection provided that entry for that purpose has not been made within the last 6 months, and provided further that at least 7 days' written notice has been given to the Renter.

69. Assignment and Sub-Letting

If during the term of the tenancy the people in occupation of the Premises change -

The Renter must as soon as practicable notify the Rental Provider or First National King & Heath in writing and comply with clause 27 in Part D of this Agreement.

The Renter acknowledges that the Renter will be required to reimburse the Rental Provider or First National King & Heath for any cost or charge incurred in preparing a written transfer of this Agreement in accord with the fees within the Rental Provider's appointment of First National King & Heath as agent to manage the Premises.

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70. Rental Provider Notice

If the Rental Provider requires possession of the Premises when the tenancy ends, the Rental Provider will give the Renter the notice required by and in the manner prescribed by the Act.

71. Renter Notice

If the Renter wishes to vacate the Premises at the expiration of this Agreement the Renter must give the Rental Provider written notice of the intention of the Renter to vacate at least 28 days prior to the expiration of this Agreement.

72. Periodic Tenancy

If the Renter remains in occupation of the Premises after the expiration of this Agreement and does not enter into a new fixed term Agreement the tenancy reverts to a periodic tenancy such that the Renter must give written notice of the intention of the Renter to vacate the Premises specifying a termination date that is not earlier than 28 days after the day on which the Renter gives written notice.

73. Rental Provider Expenses

If the Renter decides to vacate the Premises during the term of this Agreement for whatever reason, the Renter shall be responsible for reimbursing to the Rental Provider or First National King & Heath the following costs:

1. A pro rata letting fee;
2. Marketing costs as incurred by First National King & Heath;
3. National tenancy database checks on each applicant or as required;
4. The continued payment of Rental until the first to occur of the Premises being relet or the current term of this Agreement expiring;
5. If the Premises are relet at a lower Rental, the Renter must pay to the Rental Provider any difference or shortfall as required for the unexpired portion of the term of this agreement subject to legal requirements.

74. Return Keys

The Renter acknowledges that it is the responsibility of the Renter on the termination of this Agreement to deliver all keys and any auto remote controls for the Premises to First National King & Heath during business hours and to continue paying Rental until such time as all keys and auto remote controls are delivered.

75. No Set-Off

The Renter acknowledges that pursuant to the Act, the Renter cannot refuse to pay Rental on the grounds that the Renter intends to regard any part of the Bond as rent paid by the Renter. The Renter acknowledges that failure to comply with the Act may render the Renter liable to a penalty.

76. Remove Personal Property

The Renter shall be responsible for the removal of any furniture, fitting, personal property, motorcycle, car or boat spare parts or any other equipment at the termination of the tenancy, and shall reinstate the Premises or the land on which it is situated to the condition which existed at the commencement of the tenancy subject only to fair wear and tear.

77. Window Cleaning

If required in order to return the Premises to the state evidenced in the condition report or if otherwise required due to the size, location or inaccessibility of the windows at the Premises, the Renter agrees to have all windows at the Premises cleaned (both internally and externally) in a professional manner at the Renter's own cost immediately prior to vacating the Premises and taking into account fair wear and tear.

78. Carpet Cleaning

If required in order to return the Premises to the state evidenced in the condition report, the Renter will at the termination of the tenancy (whatever the cause of the termination might be) arrange for the carpet or rugs in the Premises to be professionally steam cleaned or dry cleaned (at the direction of the Rental Provider) by a reputable carpet cleaning contractor at the Renter's own cost and provide First National King & Heath with an invoice/receipt for such work. The cleanliness of the carpet as stated on the ingoing condition report completed at the commencement of the tenancy will be taken into consideration in assessing the quality or outcome of such cleaning and taking into account fair wear and tear.

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79. Definitions and Interpretation

All terms used in this Agreement shall have the meanings given to them in the Schedule which shall form part of this Agreement and Act means Residential Tenancies Act 1997 including any subordinate regulations and Schedule means the schedule to this Agreement and Agreement means this document incorporating the Schedule and all attachments to this document.

80. Electronic Notices

The Renter acknowledges that the Renter is entering into a binding Agreement if this Agreement is signed utilising an electronic signature. Unless indicated to the contrary in the Item 9 of Part B of this Agreement, the Renter consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000. The Rental Provider consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 at the email address of First National King & Heath. If the Renter has not consented to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 the Rental Provider shall not infer consent to the electronic service from the receipt or response to emails or other electronic communications.

81. Change of Electronic Address

The Rental Provider and the Renter must give immediate written notice to the Other Party and First National King & Heath if the email address for the electronic service of Notices or other documents is changed or any other contact details are changed.

82. Withdraw Consent

The Renter may withdraw consent to the electronic service of notices or other documents by giving written notice to the Rental Provider or First National King & Heath but such notice shall only become effective on receipt by the Rental Provider or First National King & Heath.

83. Furnishings

If the Premises are let fully furnished or semi-furnished the Renter acknowledges that any furniture, fittings and chattels included in the Premises are listed in an attachment to this Agreement or in the Condition Report and the Renter further acknowledges that all such items are in good condition as at the date of this Agreement unless specifically noted to the contrary.

84. Care for Furnishings

The Renter agrees to care for and maintain any items of furniture, fittings and chattels leased with the Premises during the tenancy and deliver them to the Rental Provider at the end of the tenancy in the same condition as at the Commencement Date (fair wear and tear excepted). The Renter must follow any care or manufacturer's instruction manuals provided to properly care for any such furniture fittings and chattels leased with the Premises.

85. Repair/Replacement of Furnishings

At the end of the tenancy, the Renter must replace with items of equivalent quality features functionality and condition any of the items of furniture fittings and chattels leased with the Premises which have been damaged destroyed or rendered inoperable/useful during the term of this Agreement (fair wear and tear excepted).

86. Cost of Repairs/Replacements

The Renter acknowledges that the Renter may be liable for any repairs or maintenance costs to any furniture fittings and chattels leased with the Premises if the Renter has failed to comply with any manufacturer's recommendations if it results in loss or damage to any item of furniture fittings or chattels leased with the Premises.

87. Owners Corporation

A copy of the rules of any Owner's Corporation affecting the Premises are attached to this Agreement. The Renter must comply with the rules of the owner's corporation or any amending/superseding rules, a copy of which are provided to the Renter. The Renter is not obliged to contribute to owner's corporation capital costs or other owner's corporation expenses that would but for this clause be payable by the Rental Provider.

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Privacy Collection Notice

As professional property managers **First National King & Heath** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 03 5152 5627

Primary Purpose

As professional property managers, **First National King & Heath** collect your personal information to assess the risk in providing you with the lease / tenancy of the **Premises** you have requested, and if the risk is considered acceptable, to provide you with the lease / tenancy of the **Premises**.

To carry out this role, and during the term of your tenancy, we usually disclose your personal information to:

- The **Rental Provider**
- The **Rental Provider's** lawyers
- The **Rental Provider's** mortgagee
- Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Premises**
- Third party organisations required to provide **First National King & Heath** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database Pty Ltd (ABN 65 079 105 025 ("ntd"))
- Other Real Estate Agents, **Rental Providers** and Valuers

Secondary Purpose

First National King & Heath also collect your personal information to:

- Enable us, or the **Rental Provider's** lawyers, to prepare the lease / tenancy documents for the **Premises**.
- Allow organisations / tradespeople to contact you in relation to maintenance matters relating to the **Premises**.
- Pay / release rental bonds to / from Rental Bond Authorities (where applicable).
- Refer to Tribunals, Courts and Statutory Authorities (where necessary).
- Refer to Collection Agent / Lawyers (where default / enforcement action is required).
- Provide confirmation details for organisations contacting us on your behalf i.e. Banks, Utilities

(Gas, Electricity, Water, Phone), Employers, etc.

If your personal information is not provided to us and you do not consent to the uses to which we put your personal information, **First National King & Heath** cannot properly assess the risk to our client, or carry out our duties as professional property managers. Consequently, we then cannot provide you with the lease / tenancy of the **Premises**. You also acknowledge that our related financial services company may contact you from time to time to explain other services that this company may be able to provide.

Our privacy policy contains information about how you may access the personal information we hold about you, including information about how to seek correction of such information. We are unlikely to disclose any of your personal information to overseas recipients.

The **First National King & Heath** privacy policy contains information about how you may complain about an alleged breach of the Australian Privacy Principles, and how we will deal with such a complaint.

The **First National King & Heath** privacy policy can be viewed without charge on the **First National King & Heath** website; or contact your local **First National King & Heath** office and we will send or email you a free copy.

Disclaimer

First National King & Heath its directors partners employees and related entities responsible for preparing this **Agreement** believe that the information contained in this **Agreement** is up to date and correct. However no representation or warranty of any nature can be given intended or implied and the **Rental Provider** and the **Renter** should rely on their own enquiries as to the accuracy of any information or material incorporated in this **Agreement**. The law is subject to change without notice and terms and conditions in this **Agreement** may be amended as a result. **First National King & Heath** disclaims all liability and responsibility including for negligence for any direct or indirect loss or damage suffered by any person arising out of any use and/or reliance on this **Agreement** or any information incorporated in it.

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Signatures

This agreement is made under the Act.

Before signing you must read **Part D – Rights and obligations** of this form.

Rental Provider

Rental Provider : **David Patterson**

Sign here: 

Date: 18-Jul-23 | 8:14:20 PM AEST

Renter(s)

Renter : **Carolyn Campbell**

Sign here: 

Date: 14 July 2023

FORM 5

Residential Tenancies Act 1997 Section 44(1)

Regulation 21

NOTICE OF PROPOSED RENT INCREASE TO RENTER OF RENTED PREMISES

1. The residential rental provider (the rental provider) must use this form to notify the renter of a proposed rent increase.

PART A - INFORMATION FOR THE RENTER

2. The rental provider must give you at least 60 days notice of any rent increase.
 - A valid notice of a proposed rent increase is required for all rent increases.
 - This notice may only provide for one rent increase.
 - The notice must include the method by which the rent increase was calculated. The rent increase cannot be greater than the amount calculated using this method.
 - Rental providers must not increase the rent during a fixed term residential rental agreement (agreement) unless the agreement provides for an increase.
 - Rental providers must not increase the rent more than once every 12 months.

Challenging a rent increase

3. You may apply to the Director of Consumer Affairs Victoria to review the proposed increase if you think it is excessive. This is free. You may apply by, by filling in the section, 'Rent increase investigation' (below) and giving a copy to Consumer Affairs Victoria.

An application must be made in writing within 30 days after the notice is given. The Director will then investigate the increase and provide a report.

4. You may also apply to the Victorian Civil and Administrative Tribunal (VCAT) for an order declaring the proposed rent amount to be excessive. This application must be made within 30 days after the notice of rent increase is given.

You will need to pay the increased rent amount from the date provided on this notice unless VCAT decides otherwise.

If you have not requested a report from the Director and 30 days have passed since you received the notice, you can still apply directly to VCAT. You will need to satisfy VCAT that you have reasonable grounds to apply without first getting a report from Consumer Affairs Victoria.

5. For further information visit the renting section of the Consumer Affairs Victoria website at consumer.vic.gov.au/renting or call 1300 558 181.

PART B - DETAILS

6. **Address of rented premises**

1/54 Pinnock street, BAIRNSDALE VIC 3875

7. **Renter's Details**

This notice is given to

Carolyn Campbell

8. **Rental provider's details (this cannot be an agent's name)**

Name of rental provider:

David James Patterson

9. **Address of rental provider for the purpose of serving documents (this can be an agent's address)**

125 Main Street, BAIRNSDALE VIC 3875

10. Contact details of rental provider or agent

Business hours: 03 5152 5627 (BH)

After hours:

Email address: rentals@kingheath.com.au

11. Proposed rent increase

I intend to increase the rent as follows:

Current rent amount (\$) 300 per week

New rent amount (\$) 320 per week

Amount of rent increase (\$) 20.00 per week

Start date of increased rent: 01 September 2023

Method used to calculate rent increase:

(For example: 'Consumer Price Index', used to calculate rent increase. Provide details of the process and calculation used to reach new rent amount)

Fixed rate - based on analysis of market rent and comparable properties in the area. Comparables attached.

12. Delivery of this notice

- The notice period begins the day after the renter is estimated to receive this notice.
- If sending by post, the rental provider must allow for the delivery time in calculating the increase date.
- If sending by registered post, the rental provider should keep evidence of the mail delivery method used to send this notice.

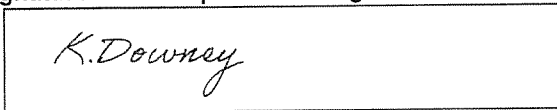
This notice has been sent on 12 May 2023

by registered post Expected delivery time: 19 May 2023

Renter's postal address(es):

54 Pinnock Street, BAIRNSDALE VIC 3875

13. Signature of rental provider or agent



Name of rental provider or agent*: Kristee Downey

Date of notice: 12 May 2023

Notice number: 4208309

14. Requesting an investigation of rent increase (no cost)

If you want to request an investigation it must be in writing.

You can apply for an investigation, by ticking the box below, writing your daytime telephone number, and posting a copy of this form to:

Director of Consumer Affairs Victoria,

GPO Box 123

Melbourne VIC 3001,

or

email to renting@justice.vic.gov.au.

After your request has been received, a Residential Tenancies Inspector will contact you.

< < <

Yes, *I/*we the renter/s wish to apply for a rent increase investigation:

I/We can be contacted on:

Daytime phone number:

C O R



Required disclosure by residential rental provider

As required by section 30D of the *Residential Tenancies Act 1997* and regulation 16 of the *Residential Tenancies Regulations 2021*, I/we make the following disclosures to prospective renters who apply to rent the premises known as:

The Property: Unit 1 - 54 Pinnock Street Bairnsdale 3875

1. There is a proposal to sell the rented premises AND I/we have engaged an agent to sell the rented premises OR have prepared a contract of sale.

Yes No

2. A mortgagee is taking action for possession of the rented premises and has commenced a proceeding to enforce a mortgage over the rented premises.

Yes No

3. I/we are the owner/s of the rented premises.

Yes No

I/we are not the owners of the rented premises but have a right to let the rented premises.

Yes No

4. The rented premises are supplied with electricity from an embedded electricity network**

Yes No

(**Embedded electricity network means a privately owned electricity network that serves more than one customer and that connects to a distribution or transmission system in the national electronic grid through a parent connection point.*)

If "Yes", I/we provide the following information about the operator:

ABN of the operator: _____

Trading name of the operator: _____

Phone number of the operator: _____

Website of the operator: _____



Other contact details of the operator: _____

Electricity tariffs for the premises: _____

Other fees and charges when purchasing electricity: _____

OR

Information about tariffs, fees and charges can be obtained from:

5. The rented premises or common property have been the location of a homicide in the last 5 years.

Yes No Don't know

6. The rental premises comply with the rental minimum standards. **

Yes No

*(**Rental minimum standards are specified in Schedule 4 of the Residential Tenancies Regulations 2021. A copy of the Schedule can be found at the end of this document.)*

7. I/we have received a repair notice in the last 3 years, relating to mould or damp in the premises caused by or related to the building structure**

Yes No

*(*Note: This question only needs to be answered if you are completing this form on or after 31 December 2021)*

8. The date of the most recent gas safety check is: June 22 _____ *

*(*If there are no gas appliances at the premises write "not applicable")*

The date of the most recent electrical safety check is: March 23 _____

The date of the most recent pool barrier compliance check is: _____ *

*(*If there is no pool or spa required to have a barrier at the premises write "not applicable")*

9. There are NO outstanding recommendations for work to be completed from the gas safety check?

Agree

The outstanding recommendations for work are: _____

Not Applicable *(*Note: "Not applicable" should only be selected if there are no gas appliances at the premises.)*



10. There are NO outstanding recommendations for work to be completed from the electrical safety check?

Agree

The outstanding recommendations for work are: _____

No

11. The rented premises is a registered place?*

Yes No

(*Registered place means a place included in the Victorian Heritage Register under the Heritage Act 2017)

12. The rented premises has been contaminated because of prior use of the rented premises for the trafficking or cultivation of a drug of dependence in the last 5 years?

Yes No Don't Know

13. The rented premises has friable or non-friable asbestos based on (identified by) an inspection by a suitably qualified person?

Yes No Don't Know

14. The rented premises is to be affected** by a building or planning application that has been lodged with the relevant authority?

Yes No Don't Know

(**affected is not limited to the rented premises and a rented premises may be affected by a building or planning application for a neighbouring or nearby property.)

15. The rented premises or common property is the subject of any notice, order, declaration, report, or recommendation issued by a relevant building surveyor, municipal building surveyor, public authority or government department relating to any building defects or safety concerns associated with the rented premises or common property at the time of disclosure**?

Yes No Don't Know

If "Yes", I/we provide the following as a description of the notice, order, declaration, report or recommendation (or attach the notice, order, declaration, report or recommendation):

Attached? Yes No



Description: _____

*(**Example Any building notices or orders, reports or recommendations issued by the Victorian Building Authority, local councils, relevant building surveyors, or municipal building surveyors that relate to any building defects or safety concerns such as the presence of combustible cladding, water leaks or structural issues affecting the rented premises or common property.)*

16. There is a current domestic building work dispute under the Domestic Building Contracts Act 1995 which applies to or affects the rented premises.

Yes No

17. There is a current dispute under Part 10 of the Owners Corporations Act 2006** which applies to or affects the rented premises.

Yes No Not Applicable

*(**Part 10 of the Owners Corporations Act 2006 describes the handling of disputes)
(* Note: The "Not applicable" option should only be selected if there is no Owners Corporation.)*

18. The rented premises is subject to an owners' corporation?

Yes No

If "Yes" I/we have attached a copy of the owners' corporation rules applicable to the rented premises.

Yes No

19. I/we have checked all questions to ensure that all have been answered and that the answers are correct?

Yes No

Signature/s of the residential rented provider/s

David Patterson

Date of this disclosure statement 15/5/23

PROPERTY REPORT



Energy,
Environment
and Climate Action

From www.land.vic.gov.au at 05 June 2024 02:43 PM

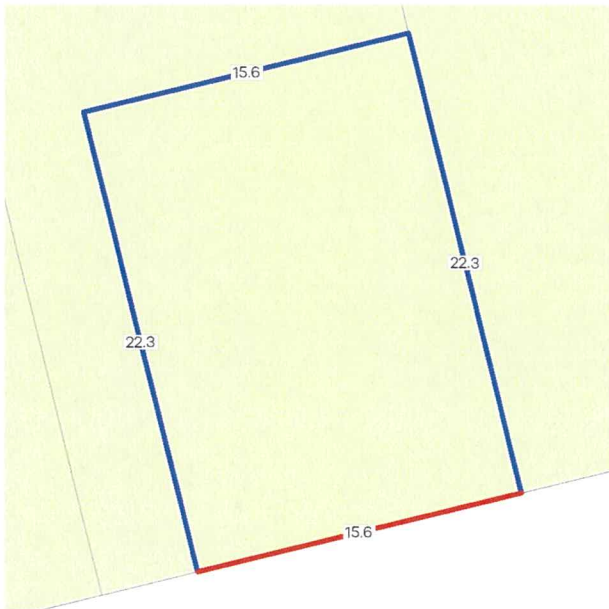
PROPERTY DETAILS

Address: **1/54 PINNOCK STREET BAIRNSDALE 3875**
Lot and Plan Number: **Lot 3 PS548080**
Standard Parcel Identifier (SPI): **3\PS548080**
Local Government Area (Council): **EAST GIPPSLAND**
Council Property Number: **92958**
Directory Reference: **Vicroads 688 G6**

www.eastgippsland.vic.gov.au

SITE DIMENSIONS

All dimensions and areas are approximate. They may not agree with those shown on a title or plan.



Area: 349 sq. m

Perimeter: 76 m

For this property:

— Site boundaries

— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Urban Water Corporation: **East Gippsland Water**
Melbourne Water: **Outside drainage boundary**
Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**
Legislative Assembly: **GIPPSLAND EAST**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

Vicplan <https://mapshare.vic.gov.au/vicplan/>

Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

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PROPERTY REPORT: 1/54 PINNOCK STREET BAIRNSDALE 3875

Page 1 of 2

Area Map



Selected Property

0 25 m

From www.planning.vic.gov.au at 05 June 2024 02:43 PM

PROPERTY DETAILS

Address: **1/54 PINNOCK STREET BAIRNSDALE 3875**
Lot and Plan Number: **Lot 3 PS548080**
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Council Property Number: **92958**
Planning Scheme: **East Gippsland**
Directory Reference: **Vicroads 688 G6**

www.eastgippsland.vic.gov.au

[Planning Scheme - East Gippsland](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Urban Water Corporation: **East Gippsland Water**
Melbourne Water: **Outside drainage boundary**
Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**
Legislative Assembly: **GIPPSLAND EAST**

OTHER

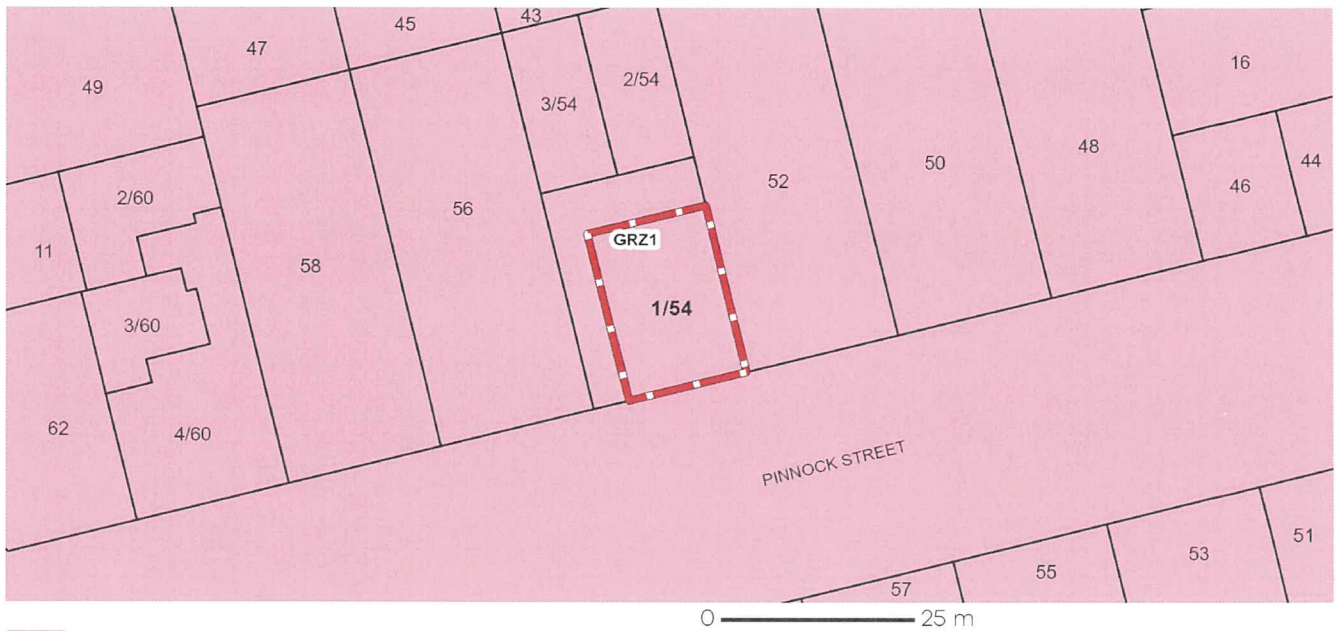
Registered Aboriginal Party: **Gunaikurnai Land and Waters
Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



GRZ - General Residential

Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic)

Planning Overlays

HERITAGE OVERLAY (HO)
HERITAGE OVERLAY - SCHEDULE (HO140)



HO - Heritage Overlay

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

DESIGN AND DEVELOPMENT OVERLAY (DDO)
SPECIFIC CONTROLS OVERLAY (SCO)



DDO - Design and Development Overlay **SCO - Specific Controls Overlay**

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

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Further Planning Information

Planning scheme data last updated on 29 May 2024.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.maps.vic.gov.au/vicplan>

For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

**This property is not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.**

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

Designated BPA maps can be viewed on VicPlan at <https://mapshare.vic.gov.au/vicplan/> or at the relevant local council.

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

Information for lot owners building in the BPA is available at <https://www.planning.vic.gov.au>

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>. Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>. For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>

Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#)

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](https://www.environment.vic.gov.au) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](https://www.environment.vic.gov.au)

What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting the [Due diligence checklist page on the Consumer Affairs Victoria website](https://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses and people. Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

Is the property subject to an owners corporation?

If the property is part of a subdivision with common property such as driveways or grounds, it may be subject to an owners corporation. You may be required to pay fees and follow rules that restrict what you can do on your property, such as a ban on pet ownership.

Growth areas

Are you moving to a growth area?

You should investigate whether you will be required to pay a growth areas infrastructure contribution.

Flood and fire risk

Does this property experience flooding or bushfire?

Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

Rural properties

Moving to the country?

If you are looking at property in a rural zone, consider:

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

Is there any earth resource activity such as mining in the area?

You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

You should consider whether past activities, including the use of adjacent land, may have caused contamination at the site and whether this may prevent you from doing certain things to or on the land in the future.

Land boundaries

Do you know the exact boundary of the property?

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

Planning controls

Can you change how the property is used, or the buildings on it?

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encumbrances – on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

Are there any proposed or granted planning permits?

The local council can advise you if there are any proposed or issued planning permits for any properties close by. Significant developments in your area may change the local 'character' (predominant style of the area) and may increase noise or traffic near the property.

Safety

Is the building safe to live in?

Building laws are in place to ensure building safety. Professional building inspections can help you assess the property for electrical safety, possible illegal building work, adequate pool or spa fencing and the presence of asbestos, termites, or other potential hazards.

Building permits

Have any buildings or retaining walls on the property been altered, or do you plan to alter them?

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

Are any recent building or renovation works covered by insurance?

Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

Utilities and essential services

Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

Buyers' rights

Do you know your rights when buying a property?

The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights.

DATED

2024

DAVID JAMES PATTERSON

VENDORS STATEMENT

Property: 1/54 Pinnock Street, Bairnsdale 3875

Engel & Partners Pty
Lawyers
109 Main Street
Bairnsdale Vic 3875
Tel: (03) 5152 6177
Fax:

Ref: JW:2435145