

MEETING: Confidential Meeting of Council
DATE: 19th March 2024

DEPARTMENT: ADMINISTRATION
OFFICER: Chief Executive Officer

REPORT ITEM	13.1
REPORT TITLE	Brewery Cellars Strategic Development
File Reference	7.36.1.1
PILLAR Objective	COMMUNITY ASSETS & INFRASTRUCTURE Implement Council's Infrastructure & Asset Management Plan and keep the community informed.

RECOMMENDATIONS

1. That the Chief Executive Officer (CEO) and Mayor be authorised representative(s) of the Regional Council of Goyder in the purchase of 5 Bridge Terrace Burra. It is moved that the CEO and Mayor will do all such things and sign all such documents as required to affect the purchase, including but not limited to the Form 1, any addendum to contract if necessary, Client Authorisation, settlement Statements and all conveyancing paperwork and processes required.
2. That the funding of \$580,135.66 required for the purchase of 5 Bridge Terrace Burra be sourced from:
 1. The Brewery Cellars Project reserve balance of \$356,534.10, and
 2. That a reserve titled "Bridge Terrace Burra", be set up and the balance of the purchase settlement of \$223,601.56, and income and expenditure associated with the operation of 5 Bridge Terrace Burra be allocated to this reserve.

EXECUTIVE SUMMARY

1. *The former Unicorn Brewery site contains the remains of the Unicorn Brewery which was in operation from 1873 until 1902. The Unicorn Brewery was part of an early brewing industry, an important industry in Burra and the surrounding region, and in the economic development of South Australian in that period.*

The remains are of significance because they reflect features of that early brewing industry. The cellars are the most intact and unaltered remains of the unicorn Brewery. Other relics contained on the site and their relationship with the cellar network contribute to an overall interpretation and appreciation of an immense industrial site for that period.

The relics are significant for their historical associations. The Unicorn Brewery had been in operation for only 4 years when the Burra Mine closed and much of the town's dwindling population was leaving in search of work elsewhere. This did not significantly affect the brewery's trade, implying that there was a significant market other than the local mining population. The Unicorn Brewery's trade was supported by the expanding agricultural population of the Mid-north region.

The Unicorn Brewery was tied to the colony's expanding rail network. The railway was used extensively by the brewery and is a reflection of Burra becoming a railhead town, and also of South Australia's economic dependence on the railway as a transport system. The fate of the brewery also illustrates Adelaide's increasing dominance as the trade, production and commerce centre for the whole of South Australia.

Socially, the Unicorn Brewery was the focus of a major brewing industry in Burra and the whole of the Mid-North region of the state. It supplied many of the hotels in this region and as far afield as Broken Hill.

Aesthetically, the relics of the Unicorn Brewery that are on this site above ground reflect little of the brewery's former character or importance. It is only by closer examination of the remaining stone walls in relation to the significantly altered single story buildings and the largely intact cellar network that the importance and size of the site can be realised.

The above ground brewing plant was noted as an imposing feature of burra's urban landscape and although little now remains the brewing tower and chimney were among Burra's tallest buildings.

The cellars still retain their historical integrity. The surviving features are closely linked with their original function, a reflection of the simple method for the creation of a suitable environment for the storage of ale.

The cellars have a simple aesthetic appeal, retaining an atmosphere which captivates interest and generates curiosity. However little information can be provided to satisfy technical curiosity.

The underground clears are the most significant remains of the brewery and the one most closely linked with its function. They are practically complete and have not been adapted for any other purpose, apart from some dilapidation of white plaster and masonry the basic structure is intact and some remnants of racks, bottles and other apparatus are apparent.

While little architectural or technological significance in themselves, the cellars remain and some of the above ground structures are significant because they can be used to demonstrate the 19th century gravity system by which beer was brewed in this plant.

Although only a small part of the total complex, the method of construction of the cellars is of significance and reflects different methods and periods of construction, they are also a rare example of such an extensive structure of this type in South Australia.

At the local level the site is a vivid reminder of one part of the economic development of Burra after the closure of the Burra Mine.¹

- 2.. *The northern now building contains two (2) attached residences. The residence immediately to the north (Burke) of the council owned land is now a four (4) roomed cottage directly above a room of the cellars below. Walls are 50mm thick timber framed walls with masonry infills and plaster.*

The most northerly residence (Tiver) has an awkward floor plan arrangement brought about by the existence of a thick section of walling occurring within the residence. From the entrance a central passage leads to four (4) rooms, two (2) to each side of the passage.

¹ The Unicorn Brewery Cellars and Structures; A Conservation Study - Statement of Cultural Significance prepared for State Heritage Branch, Department for Environment and Planning by Flightpath Architects in September 1988.

However, a fifth (5) room is linked to the two (2) rooms to the south of the passage. It is possible that the thick inner wall was the base of the tower structure.

The tower is the most dominant of all features photographed. Located within the main complex of single-story buildings to the north of the site, the tower is photographed or depicted with a hipped, pyramidal roof. Its photographic appearance suggests a corrugated, galvanized, sheet roof with a central louvred vent structure also with a hipped pyramidal roof. The verticality of the tower is emphasised on the west elevation by two (2) openings in masonry of window proportions with louvres or slats to the outside. The openings occur above the roof line of the single-story structure. On the western elevation there is considerable stonework above the highest window to the eave, suggesting that the tower was at least four (4) storeys in height.

The tower was clearly constructed of stone with brick quoins. The walls of the tower project centrally from the main roof of the single storey structure. Its central north south axis aligns with the ridge of the single storey structure²

CONTEXT

While the former Unicorn Brewery is a State Heritage Place the brewery has significant historical value due to the role it played in the early brewing industry in South Australia. Its location close to Paxton Cottages plays a relevant role in the historical development of Burra and early life there. It adds value to the visitor experience and storytelling after the mining ceased in Burra in 1877.

The former Unicorn Brewery was confirmed as a State Heritage Place on 24 July 1980 reference SAHR 10005.

Council has two resolutions:

1. Burke
2. Tiver

² The Unicorn Brewery Cellars and Structures; A Conservation Study - Structures (circa 1890) prepared for State Heritage Branch, Department for Environment and Planning by Flightpath Architects in September 1988.

	<h2 style="margin: 0;">PROCUREMENT POLICY & PROCEDURE</h2>	Department	F&A
		Version No:	4.2
		Adopted:	Nov 2013
		Reviewed:	Nov 2023
		Next Review:	Nov 2024
		Responsibility:	DOF



Unicorn Brewery, Bridge Terrace, Burra (c.1890)
 Source: State Library of South Australia, Mortlock Pictorial Collection, B 10378

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INTRODUCTION

In compliance with Section 49 of the Local Government Act 1999 (Act), Council should refer to this policy (Policy) when procuring goods and services.

Section 49 of the Act requires Council to prepare and adopt policies on contracts and tenders on:

- the contracting out of services; and competitive tendering and the use of other measures to ensure that services are delivered cost-effectively; and the use of local goods and services.

Furthermore, Section 49 (a1) of the Act requires Council to develop and maintain policies, practices and procedures directed towards:

- obtaining value in the expenditure of public money; and
- providing for ethical and fair treatment of participants; and
- ensuring probity, accountability and transparency in all operations.

This Policy seeks to:

- define the methods by which Council can procure goods and services;
- demonstrate accountability and responsibility of Council to ratepayers;
- be fair and equitable to all parties involved;
- enable all processes to be monitored and recorded; and
- ensure that the best possible outcome is achieved for the Council.

However, this Policy does not cover

- the purchase of land (includes community land, vacant land, operational land, road reserves, any legal interest in land, and any other land-related assets, including all buildings (community and operational) on the land): or
- The disposal of land and other assets owned by Council which is dealt with under the Council's *Disposal of Land and Other Assets Policy*: or
- Non-procurement expenditures such as sponsorships, grants, funding arrangements, donations and employment contracts.

POLICY OBJECTIVE

- 2.1 Council aims to achieve advantageous procurement outcomes by:
- 2.1.1 identifying circumstances where the Council will call for tenders for the supply of goods, the provision of services or the carrying out of works;
 - 2.1.2 enhancing value for money through fair, competitive, non-discriminatory procurement;
 - 2.1.3 promoting the use of resources in an efficient, effective and ethical manner;
 - 2.1.4 making decisions with probity, accountability and transparency;
 - 2.1.5 advancing and/or working within Council's economic, social and environmental policies;
 - 2.1.6 providing reasonable opportunity for competitive local businesses to supply to Council;
 - 2.1.7 appropriately managing risk; and
 - 2.1.8 ensuring compliance with all relevant legislation.

PROCUREMENT PRINCIPLES

Council must have regard to the following principles in its acquisition of goods and services:

- Encouragement of open and effective competition
- Obtaining Value for Money

This is not restricted to price alone.

An assessment of value for money must include, where possible, consideration of:

- the contribution to Council's long term plan and strategic direction;
- any relevant direct and indirect benefits to Council, both tangible and intangible;
- efficiency and effectiveness of the proposed procurement activity;
- the performance history, and quality, scope of services and support of each prospective supplier;
- fitness for purpose of the proposed goods or service;
- whole of life costs;
- Council's internal administration costs;
- technical compliance issues;
- risk exposure; and
- the value of any associated environmental benefits.

Probity, Ethical Behaviour and Fair Dealing.

Council is to behave with impartiality, fairness, independence, openness and integrity in all discussions and negotiations. Accountability, Transparency and Reporting Ensuring compliance with all relevant legislation.

Encouragement of the development of competitive local business and industry. Where the evaluation criteria are comparable, Council may consider the following:

- the creation of local employment opportunities; increased availability of local servicing support;
- increased convenience with communications with the supplier for contract management; economic growth within the local area; benefit to Council of associated local commercial transaction; the short and long term impact of the procurement on local business;
- a recommended 10% price differential - up to a maximum of \$5,000 (ex GST) be considered when assessing the procurement of goods and services sourced from a local supplier with its principal place of business in the Council region.

Environmental protection

Council will seek to:

- adopt purchasing practices which conserve natural resources;
 - align the Council's procurement activities with principles of ecological sustainability;
 - purchase recycled and environmentally preferred products where possible;
 - integrate relevant principles of waste minimisation and energy conservation;
 - foster the development of products and services which have a low environmental impact;
- Provide leadership to business, industry and the community in promoting the use of environmentally sensitive goods and services and Work Health & Safety.

The procurement of all goods and services must be undertaken in accordance with all relevant Council Workplace Health and Safety Policies and procedures.

Insurance & Indemnities

Contractors shall ensure they have a current minimum \$20m Public Liability Insurance cover; however lesser amounts to \$10m may be negotiated subject to adequate Risk Management evaluation.

Where applicable, Contractors shall ensure they have a current minimum \$5m Professional Indemnity Insurance cover.

Where applicable, Contractors shall ensure they have up to \$20m Products Liability Insurance cover.

PROCUREMENT METHODS

Generally, open and fair competition is best achieved by undertaking a tender process so that all interested parties have an opportunity to bid. However, there may be procurements in which a tender process will not necessarily deliver the most advantageous outcome for the Council – in such instances, other market approaches may be more appropriate.

The Council may, having regard to its Procurement Principles and any other factors considered relevant by the Council, in its absolute discretion determine to utilise one or more of the following procurement methods:

Direct Purchasing

This is where Council purchases from a single source, without first obtaining competing bids. This method may be suitable for low value, low risk goods and services, and where the supplier already has a successful service history with the Council.

Petty cash or credit cards may be utilised for this procurement method and will adhere to Council's internal control procedure.

Quotations (Informal)

This is where Council obtains quotations from prospective suppliers. Generally, a minimum of two quotations are sought. Where possible, the Council must insist on written quotes. If a written quote cannot be obtained, the Council must keep detailed written records of the oral quote obtained, including details of the commercial terms of the quote. This method may be suitable for low value, low risk goods and services.

Request for Quotations (RFQ)

This is where Council obtains written quotations from prospective suppliers. A minimum of three written quotations are sought. This method may be suitable for simple, largely price-based purchases. Noting that a single quotation only will be required for plant and equipment repairs and supply of consumables, where the plant and equipment has been purchased through the procurement process.

Re-issue Ordering (Roadworks and Drainage only)

This is where Council can proceed straight to a direct purchase order for a Roadworks and Drainage Project where the following applies:

- the order is for less than \$75,000; and
- the hourly rates are from a previous comparable, competitive Request for Quotations or Request for Tenders Process.

Re-issue Ordering (Building Construction and Maintenance)

This is where Council can proceed straight to a direct purchase order for a Building Construction

and Maintenance Project where the following applies:

- the order is for less than \$25,000; and
- the hourly rates are from a previous comparable, competitive Request for Quotations or Request for Tenders Process.

Requests for Expressions of Interest (REOI)

This is where Council issues an open invitation for a proposed goods and/or service. This method may be used where there is potentially a large market for the proposed goods and/or service, and the Council would like to be able to prepare a short list of suppliers to then invite to participate in a tender process.

Request for Tenders (RFT)

This is where the Council issues a tender for a proposed goods and/or service.

Council may issue a "Select" Request for Tender where it has already issued a REOI, or where it has reasonable grounds for only dealing with a select group of potential suppliers.

Otherwise, Council may issue an "Open" Request for Tender.

Panel contracts

This is where the Council establishes panel arrangements with a select group of suppliers – generally, this occurs once the Council has completed its appointment of such suppliers in accordance with this Policy, and can include either:

- a standing offer from a pool of suppliers for the provision of goods and services on agreed terms; or
- the prequalification of certain suppliers who may or may not be engaged on terms to be agreed.

Once a panel has been established, the Council may purchase the particular goods and/or service through such panel arrangements.

Strategic alliances

This is where the Council undertakes procurement through contract arrangements already established and administered by other organisations, including LGA procurement, a purchasing group of which the Council may be a member; G6 Procurement Group, Procurement Australia and /or State Government Contracts.

CONSIDERATIONS FOR COUNCIL

The appropriate method of procurement will be determined by reference to a number of factors, including:

The value of the purchase will be calculated as follows:

- single one-off purchase – the total amount, or estimated amount, of the purchase (excluding GST) i.e. any one off purchase;
- multiple purchases – the gross value, or the estimated gross value, of the purchases (excluding GST) i.e. collective costs for purchases from one supplier; or
- ongoing purchases over a period of time – the annual gross value, or the estimated annual gross value, of the purchases (excluding GST) i.e. collective costs from one supplier over a period of time.

Value of Purchase (\$) ex GST	Possible Method of Procurement
Less than \$5,000	Direct Sourcing - No quotations necessary
Between \$5,000 and \$15,000	Quotations (Informal - Quotations x2min)

Between \$15,000 and \$75,000	RFQ (Request for Quotations Written x3 min)
Between \$75,000 and \$150,000	SRFT (Select Request for Tender)
Between \$5,000 and \$75,000 (Roadworks & Drainage only)	Re-issue Order, Request for Quotation (RFQ) or Panel Arrangement
Over \$150,000	RFT (Request for Tender)
As Required	REOI (Request for Expression of Interest)

- cost of an open market approach versus the value of the acquisition and the potential benefits;
- the particular circumstances of the procurement activity;
- the objectives of the procurement;
- the size of the market and the number of competent suppliers;
- the Council's leverage in the marketplace;
- time constraints;

a single quotation is required for plant and equipment repairs and supply of consumables where the plant and equipment has been purchased through the procurement process.

a global assessment of the risks associated with the relevant activity and /or project, including the risk profile of the procurement and any risks associated with the preferred procurement method.

EXEMPTIONS FROM THIS POLICY

This Policy contains general guidelines to be followed by the Council in its procurement activities. There may be emergencies, or procurements in which a tender process will not necessarily deliver best outcome for the Council, and other market approaches may be more appropriate.

In certain circumstances, the Council may, after the recommendation from the CEO, waive application of this Policy and pursue a method which will bring the best outcome for the Council. The Council must record its reasons in writing for waiving application of this Policy.

Some examples of when it may be appropriate for the Council to waive application of this Policy are:

- a) emergency situations threatening life and property; or
- b) the supply market is known; or
- c) timing constraints

PURCHASE ORDERS AND WORKS ORDERS

Purchase Orders and Works Orders shall be raised for, and in advance of all purchases of goods and services engaged except for the following purchases :-

- Petty cash purchases and reimbursement of expenses
- Minor grocery & hardware purchases
- Utilities & Services (water/electricity/gas/telephones/internet/fuels)
- Legal and debt collection services
- Banking and income collection services
- Auditors fees
- Borrowing costs (principal and interest)
- Recipient created tax invoices
- Subscription, memberships and software licensing
- Postal and courier services

- Insurance premiums and excess payments
- Community lease and rental arrangements
- State and federal government imposed charges, registrations
- Waste disposal – NAWMA, Clare Valley Waste
- Elected member and council committee allowances
- Gas cylinder rentals
- Day Care Centre Robertstown – room hire

Where a purchase is made in an urgent manner, the Purchase or Works Order shall be raised at the officer's first available opportunity.

The completion and the processing of Purchase and Works Orders shall be undertaken in accordance with the Purchasing Procedure current at the time of the purchase.

8. DELEGATIONS AND PROCUREMENT PROCEDURES

- 8.1 The Council makes delegations to the Chief Executive Officer (CEO) under the Act including the power to expend Council's approved budgeted funds.
- 8.2 This power is sub-delegated by the CEO to other employees in accordance with the schedule published in Council's Delegations and Sub-delegations Register.
- 8.3 The CEO is authorised to sign Purchase Orders for the purchasing of goods and services on behalf of the Council and to delegate this authority to other employees.
- 8.4 Any employee with the authority to sign Purchase Orders shall not order any goods or services over their delegated limit, or for which finance is not available or approved.
- 8.5 Only employees with delegated authority can incur expenditure on behalf of the Council.
- 8.6 All goods and services outside of the current Annual Budget require Council approval.
- 8.7 The Council will not be committed to any expenditure unless funds are allocated and approved in the Annual Budget.
- 8.8 Where provision in the Annual Budget is insufficient to meet the expenditure required, the proposed additional expenditure will be referred to the Council for a decision.

9. PRUDENTIAL REQUIREMENTS

For all Prudential Requirements refer to Council's Prudential Management Policy.

10. PURCHASING AUTHORITY

10.1 Purchasing Authority

When undertaking Procurement, employees will have regard to any relevant guidelines and templates that have been endorsed by the CEO and/or the Council to assist with procurement activities as well as the following Purchasing Authority Levels:

Purchasing Authority Level	Authorisation Limit
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P01 – Council Budget/Meeting approved	=< \$1,000,000
P02 – Chief Executive Officer	=<\$150,000
P03 – Director	=<\$75,000
P04 – Co-ordinator	=<\$15,000
P05 – Operating - Only	=<\$2,000

10.2 When undertaking Procurement staff shall utilise the Local Government Association of South Australia Procurement Handbook and suite of Standard Form Documents.

10.3 Purchasing Authority P01 – Council Budget/Meeting approved

During the budget setting and approval process items of expenditure in excess of the Chief Executive Officers approval limit of \$150,000 are approved by Council, including:

1. Annual Insurance premiums,
2. Bulk supply of diesel fuel,
3. Capital expenditure on plant and equipment, and
4. Capital expenditure on transport infrastructure.

Items of expenditure greater than the Chief Executive Officers limit of \$150,000 that are approved by Council at either the budget setting process or approved subsequent to the adoption of the budget require the approval of at least two of the following Council Officers prior to the approval of the Purchasing Order in the Synergy Soft System by the Accounts Officer who has Purchasing Officer authority:

1. Chief Executive Officer, and/or
2. Director of Finance, and/or
3. Director of Infrastructure and Technical Services.

10.4 Purchase Order Variance

Purchase Orders at times may be raised for the supply of goods and procurement of services with a pricing estimate. On receipt of a tax invoice, a price variance of 10% from the original raised purchase order is allowed as long as the revised cost of the goods and services is within the procurer's authority level and may be authorised by the procurer. A variance of greater than 10% requires an additional purchase order to be raised.

11. SEEKING LEGAL AND EXPERT ADVICE

Matters may arise from time to time which require employees to seek legal and/or expert advice. An employee is to first seek advice from suitably qualified employees.

If the employee has been unable to resolve the matter internally the employee must obtain approval to engage the services of a legal and/or expert from their Director.

The request must be in email form stating the legal and/expert to be engaged, the purpose of the engagement and an estimate of the cost involved. This request is to be logged in the synergy soft file 15.3.2.1. The Director is to respond to the request and log the response in synergy soft.

If granted approval to engage the services of a legal/expert for advice the employee is to raise a purchase order which is approved by the Director All emails are to be logged against the purchase order in synergy soft.

The employee is to approve invoice/s and authority for payment is required by the Director.

RECORDS

All records should be treated in accordance with Local Government GDS40.

AVAILABILITY

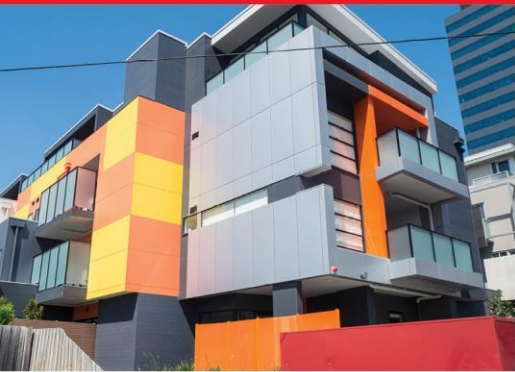
The public may inspect a copy of this document, without charge, at the offices of Council during office hours, and may obtain a copy for a fee fixed by Council. This document is also available on the Council website. www.goyder.sa.gov.au

REVIEW

This document shall be reviewed by Council within two (2) years (or on significant change to legislation or aspects included in this policy that could affect the health and safety of workers).

REVIEW HISTORY

Document History	Version	Issue Date:	Description of changer
	1.0	27/8/13	Original Issue Draft based on LGA Model Policy
	1.1	21/10/13	Reviewed by AC – 20/13
	1.1	19/11/13	Reviewed by Council - 251/13
	2.0	19/7/16	Reviewed by AC - 05/16
	2.0	16/8/16	Reviewed by Council – 182/19
	2.0	15/8/17	Reviewed by AC – NC 06/17
	2.0	17/10/17	Reviewed by Council - 215/17
	3.0	17/9/18	Reviewed by AC – 12/18
	3.1	16/10/19	Reviewed by Council - 187/18
	3.1	19/11/19	Reviewed by AC - 16/19
	3.1	17/12/19	Reviewed by Council - 281/19
	4.0	16/11/21	Reviewed by AC - 12/21
	4.0	14/12/21	Reviewed by Council – 188/21
	4.1	18/10/22	Reviewed by AC – 15/22
	4.1	22/11/22	Reviewed by Council - 230/22
	4.2	21/11/23	Reviewed by AC – 16/23
	4.2	19/12/23	Reviewed by Council 180/23



BUILDING CODE OF AUSTRALIA

COMPLIANCE REPORT

Tecon Reference No: 240010

BCA Compliance Report – 5 Bridge Terrace, Burra SA

ADELAIDE

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Table of Contents

1. INTRODUCTION	1
2. LIMITATIONS AND ASSUMPTIONS	1
3. NCC COMPLIANCE REVIEW	2
5. RECOMMENDATIONS	4
6. APPENDIX (SITE INSPECTION PHOTOS)	5

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1. INTRODUCTION

Tecon Australia were engaged to inspect the dwelling located at 5 Bridge Terrace, Burra SA 5417 against the NCC in order to determine the level of compliance with the National Construction Code. Out site inspection was undertaken on 29/02/2024 with access provided by the Burra Council. The inspection was undertaken on the basis of identifying any building non-compliances with the Building Code of Australia (BCA) and possible upgrade requirements.

2. LIMITATIONS AND ASSUMPTIONS

The reader's attention is drawn to the following limitations and assumptions –

- This report pertains to the abovementioned development and the site inspections undertaken as noted above. The report only relates to the areas inspected and noted within this report, we cannot be considered liable for any items which are not included within the report.
- Site inspections performed are non-destructive. Our comments based on the site conditions cannot be construed as being the result of a forensic investigation of all parts of the building.
- Our assessment and comments only consider the DtS provisions of the BCA (unless otherwise noted within the body of the report). Note. The DtS provisions are considered the minimum level of compliance required for buildings.
- This report cannot be translated to other projects as the items raised, recommendations listed, and the findings will differ based on time, location and circumstance.
- This report should not be used or referenced unless written approval is granted by Tecon Australia Pty Ltd. Tecon Australia does not accept any responsibility or liability where this report is used without prior written permission.
- This report is not a prepurchase inspection and is only looking at the compliance of the building against the current Building Code of Australia. It does not consider any hidden non compliances matters. No fire or safety system testing was undertaken.

The following items have not been incorporated within Tecon Australia's Involvement:

- Verification of structural adequacy of the existing building
- Termite protection system investigation /testing was not undertaken
- Verification of asbestos materials located on property
- That the equipment installed on site is free of defects and functional per the design requirements
- That the building has been constructed in accordance with the previously approved council documentation

3. NCC COMPLIANCE REVIEW

As mentioned in the introduction, the following review considers the proposal for the existing dwelling to be used as a short term accommodation building for tourists/travellers.

Table 1 below includes a review of the existing building against the NCC. The current version is Volume 2, 2022. This version of the NCC was not applicable at the time of construction but would apply to any change of use application as at the date of writing this report.

BUILDING DETAILS

Use:	Existing Dwelling with attached verandah
NCC Building Classification:	1a, 10a
Floor Area:	~280m ²
No. of Storeys:	Single
NCC Climate Zone:	6
NCC Volume / Edition:	Checked to NCC 2022, Vol. 2

TABLE 1 – NCC COMPLIANCE REVIEW / COMMENTS

ITEM	LEGISLATIVE REFERENCE	NOTES	COMPLIANCE COMMENTS
Administration			
Referrals		Termite & Pest	Recommend procuring a termite and pest inspection of the building. Termite notice for chemical treatment method observed in the meter box is outdated.
Design certificates		Electrical, Plumbing	Recommend engaging qualified professionals to review the existing services
BCA Part H1 Structure			
Structural Condition		The existing structural capacity and adequacy of the building was not verified.	Generally the building was presented in good condition, with only minor visual cracking observed. Bottom of verandah posts were unsealed and damp, one post on the northwestern side of the dwelling had severe rot – pest inspection will advise whether this was impacted as well. The physical structure was not verified, neither the roof or subfloor space was inspected (due to chemical pest treatment)
BCA Part H2 Damp and Weatherproofing	Part H2		
Stormwater Drainage	H2D2	Roof stormwater system	Modification to eaves gutter over the rear lean-to should be investigated to ensure adequate method of overflow is still available and gutter will not discharge back into the dwelling (galv flashing installed over eaves gutter)

			Additional downpipes should be installed where spacing is less than 12m (upper front and rear lower roofing)
Roof and wall cladding	H2D6	Sheet roof, timber clad lean-to addition	Moisture and discolouration to internal was observed in small amounts throughout the dwelling and recommend engaging a roof plumber to inspect and seal any roofing leaks.
BCA Part H3 Fire Safety	Part H3		
Fire Separation of external walls	H3D3	Separation from adjacent dwelling	Roof space should be separated (60 min FRL) in accordance with Part 9.2 of the housing provisions
Smoke alarms and evacuation lighting	H3D6	Smoke detectors	Smoke detector locations okay, tested and confirmed to be interconnected
BCA Part H4 Health and Amenity	Part H4		
Room heights	H4D4		Room heights varied from <2.4m to high vaulted ceilings >3m
Facilities	H4D5		Adequate number of facilities available for a dwelling. Laundry trough inaccessible due to benchtop installed over sink and should be rectified.
Natural Light and ventilation	H4D6 & H4D7		Natural lighting and ventilation is provided to required rooms (including internal study, borrowed via adjacent living space) – cannot confirm whether the current 10% and 5% rules are met.
BCA Part H5 Safe Movement and Access	Part H5		
Stairway and ramp construction	H5D2		Existing door thresholds and step entries appeared to be compliant
BCA Part H6 Energy Efficiency	Part H6		
Energy Efficiency Provision			Fabric elements and services not verified, any new works/alterations or services should meet building advisory notice 03/12
BCA Part H7 Livable Housing Design	Part H7		
Livable Housing Design			Not yet applicable, however recommend being aware of the changing legislation and exemptions that may or may not apply to existing buildings undergoing a change in classification. Current building does not comply

4. RECOMMENDATIONS

The assessment has been based on compliance with the current Building Code of Australia 2022, Volume 2 and is based on an inspection of the dwelling.

Aside from the items outlined in the above table, the following advice is provided based on discussions that the council may propose to rent this dwelling out to the public on a short-term holiday basis.

- A development application would need to be lodged for any proposed change in use and building classification
- A class 1b dwelling would require additional smoke detectors to be located in the bedrooms, additionally, emergency lighting requirements would need to be met in the hallway and living space leading to the exits (existing smoke detectors could be swapped out to units with incorporated EE light – refer to Part 9.5.5 of the ABCB Housing provisions)
- Roof space should be verified and upgraded to ensure adequate fire separation is maintained between this dwelling and the neighbouring building.
- Assuming this will be a single dedicated dwelling rented as a whole for holiday accommodation no disability access upgrades are immediately required. However, if set up as a boarding house/hostel/bed and breakfast with multiple occupants, disability access would need to be considered and may require extensive upgrades – refer NCC Volume 1 Clause D4D2(2)

We hope that this inspection report assists in identifying initial BCA considerations. Please do not hesitate to call me if you need to clarify the items above.

For and on behalf of
TECON AUSTRALIA PTY LTD



Jon Craggs
Building Surveyor

CONFIDENTIAL

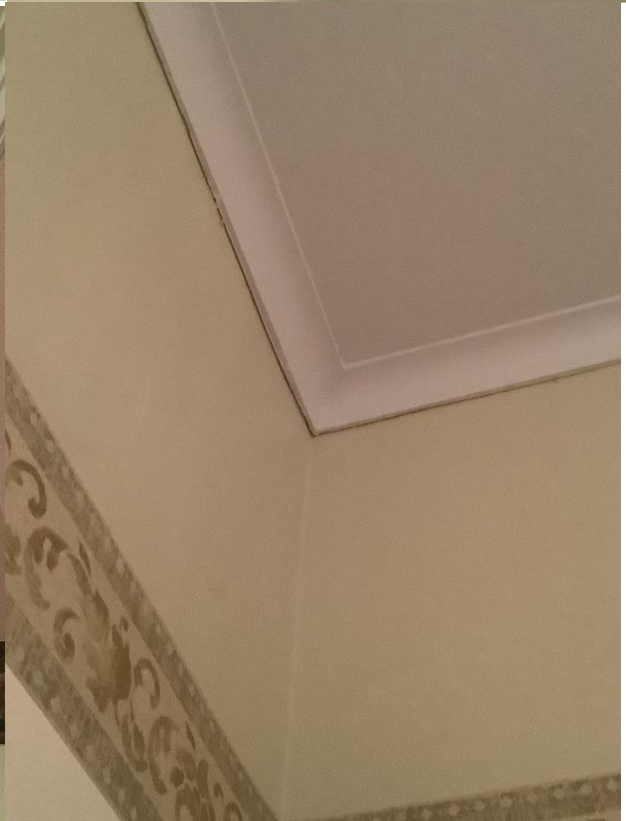
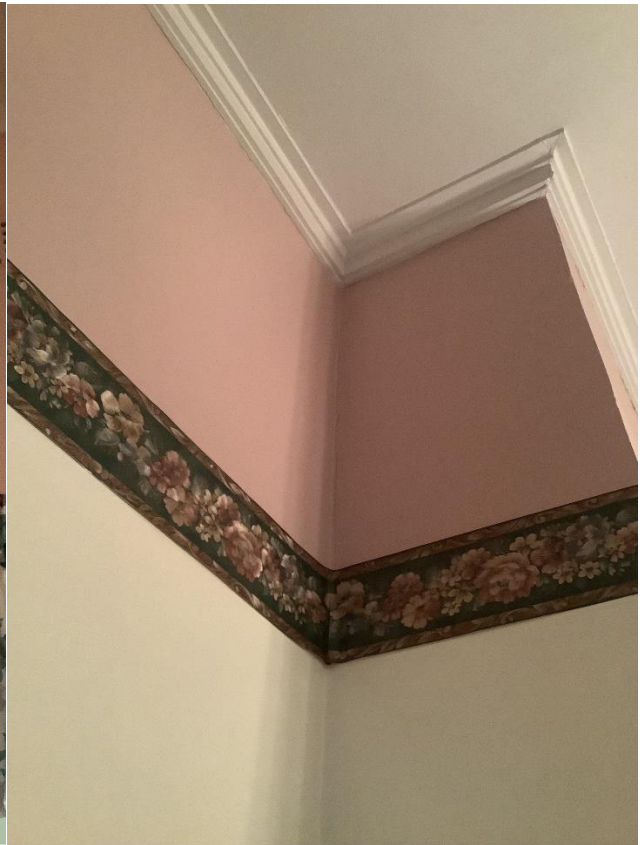
5. APPENDIX (SITE INSPECTION PHOTOS)













THE LAW SOCIETY
OF SOUTH AUSTRALIA

FORM 1

VENDOR'S STATEMENT UNDER SECTION 7
(Section 7 Land and Business (Sale and Conveyancing) Act 1994)

5 Bridge Terrace Burra SA 5417

Form 1**Vendor's Statement (Section 7)***(Land and Business (Sale and Conveyancing) Act 1994)***Contents**

Preliminary

Part A	Parties and land	
Part B	Purchaser's cooling-off rights and proceeding with the purchase	
Part C	Statement with respect to required particulars	
Part D	Certificate with respect to prescribed inquiries by registered agent	<input checked="" type="checkbox"/>

Schedule

Preliminary**To the purchaser:**

The purpose of a statement under section 7 of the *Land and Business (Sale and Conveyancing) Act 1994* is to put you on notice of certain particulars concerning the land to be acquired.

If you intend to carry out building work on the land, change the use of the land or divide the land, you should make further inquiries to determine whether this will be permitted. For example, building work may not be permitted on land not connected to a sewerage system or common drainage scheme if the land is near a watercourse, dam, bore or the River Murray and Lakes.

The *Aboriginal Heritage Act 1988* protects any Aboriginal site or object on the land. Details of any such site or object may be sought from the "traditional owners" as defined in that Act.

If you desire additional information, it is up to you to make further inquiries as appropriate.

Instructions to the vendor for completing this statement:

means the Part, Division, particulars or item may not be applicable.

If it is applicable, ensure the box is ticked and complete the Part, Division, particulars or item.

If it is not applicable, ensure the box is empty or strike out the Part, Division, particulars or item. Alternatively, the Part, Division, particulars or item may be omitted, but not in the case of an item or heading in the table of particulars in Division 1 of the Schedule that is required by the instructions at the head of that table to be retained as part of this statement.

* means strike out or omit the option that is not applicable.

All questions must be answered with a YES or NO (inserted in the place indicated by a rectangle or square brackets below or to the side of the question).

If there is insufficient space to provide any particulars required, continue on attachments.

Part A – Parties and Land

1. Purchaser:
Address: Regional Council of Goyder
1 Market Square Burra SA 5417
2. Purchaser's registered agent:
Address: RAINE & HORNE
PO BOX 49 OAKBANK SA 5243
3. Vendor:
Address: MURRAY ADRIAN TIVER & JANET SORBY TIVER
655-671 BURBRIDGE RD WEST BEACH SA 5024
4. Vendor's registered agent:
Address: RAINE & HORNE
PO BOX 40 OAKBANK SA 5243
5. Date of contract (if made before this statement is served): 28th February 2024
6. Description of the land: The whole of the land comprised in Certificate of Title Volume 5611 Folio 727, being Allotment 2 in Filed Plan 10781 in the area named Burra in the Hundred of Kooringa, known as 5 Bridge Terrace Burra SA 5417

Part B – Purchaser's cooling-off rights and proceeding with the purchase

To the purchaser:

Right to cool-off
(section 5)

1. Right to cool-off and restrictions on that right

You may notify the vendor of your intention not to be bound by the contract for the sale of the land UNLESS—

- (a) you purchased by auction; or
- (b) you purchased on the same day as you, or some person on your behalf, bid at the auction of the land; or
- (c) you have, before signing the contract, received independent advice from a legal practitioner and the legal practitioner has signed a certificate in the prescribed form as to the giving of that advice; or
- (d) you are a body corporate and the land is not residential land; or
- (e) the contract is made by the exercise of an option to purchase not less than 5 clear business days after the grant of the option and not less than 2 clear business days after service of this form; or

Page 3 of 29

- (f) the sale is by tender and the contract is made not less than 5 clear business days after the day fixed for the closing of tenders and not less than 2 clear business days after service of this form; or
- (g) the contract also provides for the sale of a business that is not a small business.

2. Time for service

The cooling-off notice must be served—

- (a) if this form is served on you before the making of the contract—before the end of the second clear business day after the day on which the contract was made; or
- (b) if this form is served on you after the making of the contract—before the end of the second clear business day from the day on which this form is served.

However, if this form is not served on you at least 2 clear business days before the time at which settlement takes place, the cooling-off notice may be served at any time before settlement.

3. Form of cooling-off notice

The cooling-off notice must be in writing and must be signed by you.

4. Methods of service

The cooling-off notice must be—

- (a) given to the vendor personally; or
- (b) posted by registered post to the vendor at the following address:
(being the vendor's last known address); or
- (c) transmitted by fax or email to the following fax number or email address:
(being a number or address provided to you by the vendor for the purpose of service of the notice); or
- (d) left for the vendor's agent (with a person apparently responsible to the agent) at, or posted by registered post to the agent at, the following address:
(being *the agent's address for service under the Land Agents Act 1994/an address nominated by the agent to you for the purpose of service of the notice).

NOTE

Section 5(3) of the *Land and Business (Sale and Conveyancing) Act 1994* places the onus of proving the giving of the cooling-off notice on the purchaser. It is therefore strongly recommended that—

- (a) if you intend to serve the notice by leaving it for the vendor's agent at the agent's address for service or an address nominated by the agent, you obtain an acknowledgment of service of the notice in writing; or
- (b) if you intend to serve the notice by fax or email, you obtain a record of the transmission of the fax or email.

5. Effect of service

If you serve such a cooling-off notice on the vendor, the contract will be taken to have been rescinded at the time when the notice was served. You are then entitled to the return of any money you paid under the contract other than—

- (a) the amount of any deposit paid if the deposit did not exceed \$100; or
- (b) an amount paid for an option to purchase the land.

Proceeding with the purchase

If you wish to proceed with the purchase—

- (a) it is strongly recommended that you take steps to make sure your interest in the property is adequately insured against loss or damage; and
- (b) pay particular attention to the provisions in the contract as to time of settlement—it is essential that the necessary arrangements are made to complete the purchase by the agreed date—if you do not do so, you may be in breach of the contract; and
- (c) you are entitled to retain the solicitor or registered conveyancer of your choice.

Part C – Statement with respect to required particulars (section 7(1))

To the purchaser:

We MURRAY ADRIAN TIVER and JANET SORBY TIVER of 655-671 BURBRIDGE RD WEST BEACH SA being the vendor(s)/person authorised to act on behalf of vendor(s) in relation to the transaction state that the Schedule contains all particulars required to be given to you pursuant to section 7(1) of the *Land and Business (Sale and Conveyancing) Act 1994*.


Date: _____
Signed: 

Part D – Certificate with respect to prescribed inquiries by registered agent (section 9)

To the purchaser:

I JOHN HOGARTH of RAINE & HORNE REAL ESTATE certify that, the responses/that, subject to the exceptions stated below, the responses made pursuant to section 9 of the *Land and Business (Sale and Conveyancing) Act 1994* confirm the completeness and accuracy of the particulars set out in the Schedule.

Exceptions:

Date: 5.03.2024
Signed: _____


Vendor's Agent Purchaser's Agent Person authorised to act on behalf of Vendor's agent Person authorised to act on behalf of Purchaser's agent

Schedule - Division 1

Particulars of mortgages, charges and prescribed encumbrances affecting the land (section 7(1)(b))

NOTE

Section 7(3) of the Act provides that this statement need not include reference to charges arising from the imposition of rates or taxes less than 12 months before the date of service of the statement.

Where a mortgage, charge or prescribed encumbrance referred to in column 1 of the table below is applicable to the land, the particulars in relation to that mortgage, charge or prescribed encumbrance required by column 2 of the table must be set out in the table (in accordance with the instructions in the table) unless—

- (a) there is an attachment to this statement and—
 - (i) all the required particulars are contained in that attachment; and
 - (ii) the attachment is identified in column 2; and
 - (iii) if the attachment consists of more than 2 sheets of paper, those parts of the attachment that contain the required particulars are identified in column 2; or
- (b) the mortgage, charge or prescribed encumbrance—
 - (i) is 1 of the following items in the table:
 - (A) under the heading 1. General—
 - 1.1 Mortgage of land
 - 1.4 Lease, agreement for lease, tenancy agreement or licence
 - 1.5 Caveat
 - 1.6 Lien or notice of a lien
 - (B) under the heading 36. Other charges—
 - 36.1 Charge of any kind affecting the land (not included in another item); and
 - (ii) is registered on the certificate of title to the land; and
 - (iii) is to be discharged or satisfied prior to or at settlement.

Table of particulars

Column 1

Column 2

Column 3

[If an item is applicable, ensure that the box for the item is ticked and complete the item.]

[If an item is not applicable, ensure that the box for the item is empty or else strike out the item or write "NOT APPLICABLE" or "N/A" in column 1. Alternatively, the item and any inapplicable heading may be omitted, but not in the case of—

- (a) *the heading "1. General" and items 1.1, 1.2, 1.3 and 1.4; and*
- (b) *the heading "5. Development Act 1993 (repealed)" and item 5.1; and*
- (c) *the heading "6. Repealed Act conditions" and item 6.1; and*
- (d) *the heading "29. Planning, Development and Infrastructure Act 2016" and items 29.1 and 29.2,*

which must be retained as part of this statement whether applicable or not.]

[If an item is applicable, all particulars requested in column 2 must be set out in the item unless the Note preceding this table otherwise permits. Particulars requested in **bold type** must be set out in column 3 and all other particulars must be set out in column 2.]

[If there is more than 1 mortgage, charge or prescribed encumbrance of a kind referred to in column 1, the particulars requested in column 2 must be set out for each such mortgage, charge or prescribed encumbrance.]

[If requested particulars are set out in the item and then continued on an attachment due to insufficient space, identify the attachment in the place provided in column 2. If all of the requested particulars are contained in an attachment (instead of in the item) in accordance with the Note preceding this table, identify the attachment in the place provided in column 2 and (if required by the Note) identify the parts of the attachment that contain the particulars.]

1. General

<p>1.1 Mortgage of land</p> <p>NOTE Do not omit this item. The item and its heading must be included in the statement even if not applicable</p>	<p>Is this item applicable? <input type="checkbox"/></p> <p>Will this be discharged or satisfied prior to or at settlement? N/A</p> <p>Are there any attachments? N/A <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Number of mortgage (if registered):</p> <p>Name of mortgagee:</p>
<p>1.2 Easement (whether over the land or annexed to the land)</p> <p>NOTE "Easement" includes rights of way and party wall rights</p> <p>NOTE Do not omit this item. The item and its heading must be included in the statement even if not applicable</p>	<p>Is this item applicable? <input type="checkbox"/></p> <p>Will this be discharged or satisfied prior to or at settlement? N/A</p> <p>Are there any attachments? N/A <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Description of land subject to easement:</p> <p>Nature of easement:</p> <p>Are you aware of any encroachment on the easement? N/A</p> <p>(If YES, give details):</p> <p>If there is an encroachment, has approval for the encroachment been given? N/A</p> <p>(If YES, give details):</p>
<p>1.3 Restrictive covenant</p> <p>NOTE Do not omit this item. The item and its heading must be included in the statement even if not applicable</p>	<p>Is this item applicable? <input type="checkbox"/></p> <p>Will this be discharged or satisfied prior to or at settlement? N/A</p>

	<p>Are there any attachments? N/A <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Nature of restrictive covenant:</p> <p>Name of person in whose favour restrictive covenant operates:</p> <p>Does the restrictive covenant affect the whole of the land being acquired? N/A</p> <p>If NO, give details:</p> <p>Does the restrictive covenant affect land other than that being acquired? N/A</p>
<p>1.4 Lease, agreement for lease, tenancy agreement or licence (The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)</p> <p>NOTE Do not omit this item. The item and its heading must be included in the statement even if not applicable</p>	<p>Is this item applicable? <input type="checkbox"/></p> <p>Will this be discharged or satisfied prior to or at settlement? N/A</p> <p>Are there any attachments? N/A <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Names of parties:</p> <p>Period of lease, agreement for lease etc: From to</p> <p>Amount of rent or licence fee: \$ per</p> <p>Is the lease, agreement for lease etc in writing?</p> <p>If the lease or licence was granted under an Act relating to disposal of Crown lands, specify-</p> <p style="padding-left: 40px;">(a) the Act under which the lease or licence was granted: (b) the outstanding amounts due (including any interest or penalty):</p>

2. Aboriginal Heritage Act 1988

3. Burial and Cremation Act 2013

4. Crown Rates and Taxes Recovery Act 1945

5. Development Act 1993 (repealed)

<p>5.1 Section 42—Condition (that continues to apply) of a development authorisation</p> <p>NOTE Do not omit this item. The item and its heading must be included in the statement even if not applicable</p>	<p><i>Is this item applicable?</i> <input checked="" type="checkbox"/></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i> N/A</p> <p><i>Are there any attachments?</i> Yes <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> Copy of development application re additions to dwelling attached to Council report</p> <p>Condition(s) of authorisation: see attachment</p>
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6. Repealed Act conditions

<p>6.1 Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971 (repealed)</i>, the <i>City of Adelaide Development Control Act 1976 (repealed)</i>, the <i>Planning Act 1982 (repealed)</i> or the <i>Planning and Development Act 1966 (repealed)</i></p> <p>NOTE Do not omit this item. The item and its heading must be included in the statement even if not applicable</p>	<p><i>Is this item applicable?</i> <input type="checkbox"/></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i> N/A</p> <p><i>Are there any attachments?</i> N/A <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Nature of condition(s):</p>
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7. Emergency Services Funding Act 1998

<p>7.1 Section 16—Notice to pay levy</p>	<p><i>Is this item applicable?</i> <input checked="" type="checkbox"/></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i> N/A</p> <p><i>Are there any attachments?</i> Yes <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> Certificate of Emergency Services Levy Payable</p> <p>Date of notice: 29/2/2024</p> <p>Amount of levy payable: \$64.00 before concession for 2023/24</p>
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8. Environment Protection Act 1993

9. Fences Act 1975

10. Fire and Emergency Services Act 2005

- 11. **Food Act 2001**
- 12. **Ground Water (Qualco-Sunlands) Control Act 2000**
- 13. **Heritage Places Act 1993**
- 14. **Highways Act 1926**
- 15. **Housing Improvement Act 1940 (repealed)**
- 16. **Housing Improvement Act 2016**
- 17. **Land Acquisition Act 1969**
- 18. **Landscape South Australia Act 2019**
- 19. **Land Tax Act 1936**

<p>19.1 Notice, order or demand for payment of land tax</p>	<p>Is this item applicable? <input checked="" type="checkbox"/></p> <p>Will this be discharged or satisfied prior to or at settlement? N/A</p> <p>Are there any attachments? Yes <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> Certificate of Land Tax Payable</p> <p>Date of notice, order or demand: 29/2/2024</p> <p>Amount payable (as stated in the notice): Nil</p>
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- 20. **Local Government Act 1934 (repealed)**
- 21. **Local Government Act 1999**

<p>21.1 Notice, order, declaration, charge, claim or demand given or made under the Act</p>	<p>Is this item applicable? <input checked="" type="checkbox"/></p> <p>Will this be discharged or satisfied prior to or at settlement? N/A</p> <p>Are there any attachments? Yes <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> Report from Council</p> <p>Date of notice, order etc: 1/3/2024</p> <p>Name of council by which, or person by whom, notice, order etc is given or made: Regional Council of Goyder</p> <p>Land subject thereto: subject land</p>
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	<p>Nature of requirements contained in notice, order etc: Payment of rates and charges</p> <p>Time for carrying out requirements: Quarterly</p> <p>Amount payable (if any): \$2392.10 for 2023/24, all paid</p>
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22. Local Nuisance and Litter Control Act 2016

23. Metropolitan Adelaide Road Widening Plan Act 1972

24. Mining Act 1971

25. Native Vegetation Act 1991

26. Natural Resources Management Act 2004 (repealed)

27. Outback Communities (Administration and Management) Act 2009

28. Phylloxera and Grape Industry Act 1995

29. Planning, Development and Infrastructure Act 2016

<p>29.1 Part 5—Planning and Design Code</p> <p>NOTE Do not omit this item. The item and its heading must be included in the statement even if not applicable</p>	<p><i>Is this item applicable?</i> <input checked="" type="checkbox"/></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i> N/A</p> <p><i>Are there any attachments?</i> Yes <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> Council report and Plan SA data extract</p> <p>Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code): Neighbourhood</p> <p>Is there a State heritage place on the land or is the land situated in a State heritage area? Yes</p> <p>Is the land designated as a local heritage place? No</p> <p>Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land? No</p> <p>Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? No</p> <p>Note---</p>
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	For further information about the Planning and Design Code visit www.code.plan.sa.gov.au .
<p>29.2 Section 127—Condition (that continues to apply) of a development authorization</p> <p>NOTE Do not omit this item. The item and its heading must be included in the statement even if not applicable</p>	<p><i>Is this item applicable?</i> <input type="checkbox"/></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i> N/A</p> <p><i>Are there any attachments?</i> N/A <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Date of authorisation:</p> <p>Name of relevant authority that granted authorisation:</p> <p>Condition(s) of authorisation:</p>

30. Plant Health Act 2009

31. Public and Environmental Health Act 1987 (repealed)

32. South Australian Public Health Act 2011

33. Upper South East Dryland Salinity and Flood Management Act 2002 (expired)

34. Water Industry Act 2012

<p>34.1 Notice or order under the Act requiring payment of charges or other amounts or making other requirement</p>	<p><i>Is this item applicable?</i> <input checked="" type="checkbox"/></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i> N/A</p> <p><i>Are there any attachments?</i> Yes <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> Certificate of Water and Sewer Charges & Encumbrance Information</p> <p>Date of notice or order: 29/2/2024</p> <p>Name of person or body who served notice or order: SA Water</p> <p>Amount payable (if any) as specified in the notice or order: \$74.20 per quarter for water supply</p> <p>Nature of other requirement made (if any) as specified in the notice or order:</p>
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35. Water Resources Act 1997

36. Other charges

Schedule - Division 2 **Other particulars (section 7(1)(b))****Particulars of transactions in last 12 months**

If the vendor, within 12 months before the date of the contract of sale—

- (a) obtained title to the land; or
- (b) obtained an option to purchase the land; or
- (c) entered into a contract to purchase the land (whether on the vendor's own behalf or on behalf of another),

the vendor must provide the following particulars of all transactions relating to the acquisition of the interest that occurred within that 12 month period:

1. The name and address of each party to the transaction and of each person in whom an interest vested as a result of the transaction:
2. The date and nature of each instrument registered on the certificate of title or, if no such instrument has been registered, the date and nature of each document forming the whole or part of a contract relating to the transaction:
3. Particulars of the consideration provided for the purposes of the transaction:

The above particulars must be provided for each transaction.

Particulars relating to community lot (including strata lot) or development lot

1. Name of community corporation:
Address of community corporation:
2. Application must be made in writing to the community corporation for the particulars and documents referred to in 3 and 4. Application must also be made in writing to the community corporation for the documents referred to in 6 unless those documents are obtained from the Lands Titles Registration Office.
3. Particulars supplied by the community corporation or known to the vendor:
 - (a) particulars of contributions payable in relation to the lot (including details of arrears of contributions related to the lot):
 - (b) particulars of the assets and liabilities of the community corporation:
 - (c) particulars of expenditure that the community corporation has incurred, or has resolved to incur, and to which the owner of the lot must contribute, or is likely to be required to contribute:
 - (d) if the lot is a development lot, particulars of the scheme description relating to the development lot and particulars of the obligations of the owner of the development lot under the development contract:
 - (e) if the lot is a community lot, particulars of the lot entitlement of the lot:

[If any of the above particulars have not been supplied by the community corporation by the date of this statement and are not known to the vendor, state "not known" for those particulars.]

4. Documents supplied by the community corporation that are enclosed:
- (a) a copy of the minutes of the general meetings of the community corporation and management committee since the deposit of the community plan
*(*include whichever is the shortest period)*
 - (b) a copy of the statement of accounts of the community corporation last prepared;
 - (c) a copy of current policies of insurance taken out by the community corporation.

[For each document indicate (YES or NO) whether or not the document has been supplied by the community corporation by the date of this statement.]

5. If "not known" has been specified for any particulars in 3 or a document referred to in 4 has not been supplied, set out the date of the application made to the community corporation and give details of any other steps taken to obtain the particulars or documents concerned:

6. The following documents are enclosed:

- (a) a copy of the scheme description (if any) and the development contract (if any);
- (b) a copy of the by-laws of the community scheme

7. The following additional particulars are known to the vendor or have been supplied by the community corporation:

8. Further inquiries may be made to the secretary of the community corporation or the appointed community scheme manager.

Name:
Address:

NOTE

1. A community corporation must (on application by or on behalf of a current or prospective owner or other relevant person) provide the particulars and documents referred to in 3(a)—(c) and 4 and must also make available for inspection any information required to establish the current financial position of the corporation, a copy of any contract with a body corporate manager and the register of owners and lot entitlements that the corporation maintains: see sections 139 and 140 of the *Community Titles Act 1996*.
2. Copies of the scheme description, the development contract or the by-laws of the community scheme may be obtained from the community corporation or from the Lands Titles Registration Office.
3. All owners of a community lot or a development lot are bound by the by-laws of the community scheme. The by-laws regulate the rights and liabilities of owners of lots in relation to their lots and the common property and matters of common concern.
4. For a brief description of some of the matters that need to be considered before purchasing a community lot, see Division 3 of this Schedule.

Particulars relating to strata unit

1. Name of strata corporation:
Address of strata corporation:
2. Application must be made in writing to the strata corporation for the particulars and documents referred to in 3 and 4. Application must also be made in writing to the strata corporation for the articles referred to in 6 unless the articles are obtained from the Lands Titles Registration Office.
3. Particulars supplied by the strata corporation or known to the vendor:
 - (a) a particulars of contributions payable in relation to the unit (including details of arrears of contributions related to the unit):
 - (b) particulars of the assets and liabilities of the strata corporation:
 - (c) particulars of expenditure that the strata corporation has incurred, or has resolved to incur, and to which the unit holder of the unit must contribute, or is likely to be required to contribute:
 - (d) particulars of the unit entitlement of the unit:

[If any of the above particulars have not been supplied by the strata corporation by the date of this statement and are not known to the vendor, state "not known" for those particulars.]

4. Documents supplied by the strata corporation that are enclosed:
 - (a) a copy of the minutes of the general meetings of the strata corporation and management committee for the 2 years preceding this statement ;
 - (b) a copy of the statement of accounts of the strata corporation last prepared;
 - (c) a copy of current policies of insurance taken out by the strata corporation.

[For each document indicate (YES or NO) whether or not the document has been supplied by the strata corporation by the date of this statement.]

5. If "not known" has been specified for any particulars in 3 or a document referred to in 4 has not been supplied, set out the date of the application made to the strata corporation and give details of any other steps taken to obtain the particulars or documents concerned:
6. A copy of the articles of the strata corporation is enclosed.
7. The following additional particulars are known to the vendor or have been supplied by the strata corporation:
8. Further inquiries may be made to the secretary of the strata corporation or the appointed strata manager.

Name:
Address:

NOTE

1. A strata corporation must (on application by or on behalf of a current owner, prospective purchaser or other relevant person) provide the particulars and documents referred to in 3(a)–(c), 4 and 6 and must also make available for inspection its accountancy records and minute books, any contract with a body corporate manager, the register of unit holders and unit holder entitlements that it maintains, and any documents in its possession relating to the design and construction of the buildings or improvements on the site or relating to the strata scheme.
2. Copies of the articles of the strata corporation may also be obtained from the Lands Titles Registration Office.

3. All owners of a strata unit are bound by the articles of the strata corporation. The articles regulate the rights and liabilities of owners of units in relation to their units and the common property and matters of common concern.
4. For a brief description of some of the matters that need to be considered before purchasing a strata unit, see Division 3 of this Schedule.

Particulars of building indemnity insurance**NOTE**

Building indemnity insurance is not required for—

- (a) domestic building work for which approval under the *Development Act 1993* or the repealed *Building Act 1971* is or was not required; or
- (b) minor domestic building work (see section 3 of the *Building Work Contractors Act 1995*); or
- (c) domestic building work commenced before 1 May 1987; or
- (d) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act 1995* applies under the *Building Work Contractors Regulations 2011*; or
- (e) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act 1995* has been granted under section 45 of that Act.

Details of building indemnity insurance still in existence for building work on the land

1. Name(s) of person(s) insured:
2. Name of insurer:
3. Limitations on the liability of the insurer:
4. Name of builder:
5. Builder's licence number:
6. Date of issue of insurance:
7. Description of insured building work:

Exemption from holding insurance

If particulars of insurance are not given, has an exemption been granted under section 45 of the *Building Work Contractors Act 1995* from the requirement to hold an insurance policy in accordance with Division 3 of Part 5 of that Act? N/A

If YES, give details:

- (a) Date of the exemption:
- (b) Name of builder granted the exemption:
- (c) Licence number of builder granted the exemption:
- (d) Details of building work to which the exemption applies:
- (e) Details of conditions (if any) to which the exemption is subject:

Particulars relating to asbestos at workplaces

1. In these particulars—

asbestos and **asbestos containing material** have the same meaning as in the *Work Health and Safety Regulations 2012*;

workplace has the same meaning as in the *Work Health and Safety Act 2012*.

2. Is there a workplace on the land? No
3. If YES, is there an asbestos register for the workplace? N/A
4. If YES, does that register record any asbestos or asbestos containing material at the workplace (or likely to be present at the workplace from time to time) and specify the location, type and condition of that asbestos or asbestos containing material? N/A
5. IF YES—
 - (a) give details of the location, type and condition of that asbestos or asbestos containing material:
 - (b) has a plan been prepared for the management of asbestos at the workplace? N/A
If YES, give details:
 - (c) is any asbestos or asbestos containing material to be removed before settlement? N/A
If YES, give details:

NOTE

1. A register is not required to be prepared for a workplace—
 - (a) if a register has already been prepared for the workplace; or
 - (b) if—
 - (i) the workplace is a building that was constructed after 31 December 2003; and
 - (ii) no asbestos has been identified at the workplace; and
 - (iii) no asbestos is likely to be present at the workplace from time to time.

See regulation 425 of the *Work Health and Safety Regulations 2012*.

2. A person with management or control of a workplace who plans to relinquish management or control must ensure (so far as is reasonably practicable) that the asbestos register is given to the person assuming management or control of the workplace.

See regulation 428 of the *Work Health and Safety Regulations 2012*.

Particulars relating to aluminium composite panels

Has the vendor been notified that a building on the land has been identified, as part of a South Australian Building Cladding Audit initiated in 2017 and conducted by the former Department of Planning, Transport and Infrastructure in conjunction with the Metropolitan Fire Service, Country Fire Service and councils—

- (a) as having aluminium composite panels installed on the exterior of the building; and
- (b) as constituting a moderate, high or extreme risk as a result of that installation; and
- (c) as requiring remediation to reduce the risk to an acceptable level; and
- (d) as not having had the necessary remedial work performed or a determination made by the appropriate authority of the relevant council (within the meaning of section 157 of the *Planning, Development and Infrastructure Act 2016*) that no further action is required?

If YES, give details of the following:

- 1 the actions required to remediate the risk (if known):
- 2 the estimated costs of remediation (if known):

Particulars relating to court or tribunal process

If process has issued out of any court or tribunal in relation to a claim—

- (a) that is stated to affect the land or the value of which is \$5 000 or more; and
- (b) that presently affects (or may prospectively affect) title to, or the possession or enjoyment of, the land, the vendor must provide the following particulars:
 1. Name of court or tribunal:
 2. Names of parties:
 3. Nature of claim:
 4. Amount of claim (if applicable):
 5. Amount of judgment (if applicable):
 6. Name of judgment creditor (if applicable):

Particulars relating to land irrigated or drained under Irrigation Acts**1. Land irrigated or drained under *Irrigation Act 2009***

If the land is land in respect of which water is supplied or delivered, or is drained, through an irrigation or drainage system provided by an irrigation trust under the *Irrigation Act 2009*—

- (a) has the trust given notice under section 40 of that Act in respect of the land? N/A

If YES, specify:

- (i) the date on which notice was given:
 - (ii) the requirements of the notice:
 - (iii) the amount (if any) payable under section 40(7) of that Act:
- (b) has the trust given notice under section 50 of that Act? N/A
- If YES, specify:
- (i) the date on which notice was given:
 - (ii) the amount payable (including interest, if any):

2. Land irrigated or drained under *Renmark Irrigation Trust Act 2009*



If the land is land in respect of which water is supplied or delivered, or is drained, through an irrigation or drainage system provided by the Renmark Irrigation Trust under the *Renmark Irrigation Trust Act 2009*—

- (a) has the Trust given notice under section 41 of that Act in respect of the land? N/A
- If YES, specify:
- (i) the date on which notice was given:
 - (ii) the requirements of the notice:
 - (iii) the amount (if any) payable under section 41(7) of that Act:
- (b) has the Trust given notice under section 52 of that Act in respect of the land? N/A
- If YES, specify:
- (i) the date on which notice was given:
 - (ii) the amount payable (including interest, if any):

Particulars relating to environment protection**1. Interpretation**

- (1) In this and the following items (items 1 to 7 inclusive)—

domestic activity has the same meaning as in the Environment Protection Act 1993;

environmental assessment, in relation to land, means an assessment of the existence or nature or extent of—

- (a) site contamination (within the meaning of the Environment Protection Act 1993) at the land; or
- (b) any other contamination of the land by chemical substances,

and includes such an assessment in relation to water on or below the surface of the land;

EPA means the Environment Protection Authority established under the Environment Protection Act 1993;

pre-1 July 2009 site audit, in relation to land, means a review (carried out by a person recognised by the EPA as an environmental auditor) that examines environmental assessments or remediation of the land for the purposes of determining—

- (a) the nature and extent of contamination of the land by chemical substances present or remaining on or below the surface of the land; and
- (b) the suitability of the land for a particular use; and
- (c) what remediation is or remains necessary for a particular use, but does not include a site contamination audit (as defined below) completed on or after 1 July 2009;

pre-1 July 2009 site audit report means a detailed written report that sets out the findings of a pre-1 July 2009 site audit;

prescribed commercial or industrial activity—see item 1(2);

prescribed fee means the fee prescribed under the Environment Protection Act 1993 for inspection of, or obtaining copies of information on, the public register;

public register means the public register kept by the EPA under section 109 of the Environment Protection Act 1993;

site contamination audit has the same meaning as in the Environment Protection Act 1993;

site contamination audit report has the same meaning as in the Environment Protection Act 1993.

- (2) For the purposes of this and the following items (items 1 to 7 inclusive), each of the following activities (as defined in Schedule 3 clause 2 of the Environment Protection Regulations 2009) is a prescribed commercial or industrial activity:

abrasive blasting	acid sulphate soil generation	agricultural activities
airports, aerodromes or aerospace industry	animal burial	animal dips or spray race facilities
animal feedlots	animal saleyards	asbestos disposal
asphalt or bitumen works	battery manufacture, recycling or disposal	breweries
brickworks	bulk shipping facilities	cement works
ceramic works	charcoal manufacture	coal handling or storage
coke works	compost or mulch production or storage	concrete batching works
curing or drying works	defence works	desalination plants
dredge spoil disposal or storage	drum reconditioning or recycling works	dry cleaning
electrical or electronics component manufacture	electrical substations	electrical transformer or capacitor works
electricity generation or power plants	explosives or pyrotechnics facilities	fertiliser manufacture
fibreglass manufacture	fill or soil importation	fire extinguisher or retardant manufacture
fire stations	fire training areas	foundry
fuel burning facilities	furniture restoration	gasworks
glass works	glazing	hat manufacture or felt processing
incineration	iron or steel works	laboratories
landfill sites	lime burner	metal coating, finishing or spray painting
metal forging	metal processing, smelting, refining or metallurgical works	mineral processing, metallurgical laboratories or mining or extractive industries
mirror manufacture	motor vehicle manufacture	motor vehicle racing or testing venues
motor vehicle repair or maintenance	motor vehicle wrecking yards	mushroom farming
oil recycling works	oil refineries	paint manufacture
pest control works	plastics manufacture works	printing works
pulp or paper works	railway operations	rubber manufacture or processing
scrap metal recovery	service stations	ship breaking
spray painting	tannery, fellmongery or hide curing	textile operations
transport depots or loading sites	tyre manufacture or retreading	vermiculture
vessel construction, repair or maintenance	waste depots	wastewater storage, treatment or disposal
water discharge to underground aquifer	wetlands or detention basins	wineries or distilleries
wood preservation works	woolscouring or wool carbonising works	works depots (operated by councils or utilities)

2. Pollution and site contamination on the land—questions for vendor

- (1) Is the vendor aware of any of the following activities ever having taken place at the land:
- (a) storage, handling or disposal of waste or fuel or other chemicals (other than in the ordinary course of domestic activities)?
 - (b) importation of soil or other fill from a site at which—
 - (i) an activity of a kind listed in paragraph (a) has taken place; or
 - (ii) a prescribed commercial or industrial activity (see item 1(2) above) has taken place?

No

If YES, give details of all activities that the vendor is aware of and whether they have taken place before or after the vendor acquired an interest in the land:

- (2) Is the vendor aware of any prescribed commercial or industrial activities (see item 1(2) above) ever having taken place at the land? No

If YES, give details of all activities that the vendor is aware of and whether they have taken place before or after the vendor acquired an interest in the land:

- (3) Is the vendor aware of any dangerous substances ever having been kept at the land pursuant to a licence under the *Dangerous Substances Act 1979*? No

If YES, give details of all dangerous substances that the vendor is aware of and whether they were kept at the land before or after the vendor acquired an interest in the land:

- (4) Is the vendor aware of the sale or transfer of the land or part of the land ever having occurred subject to an agreement for the exclusion or limitation of liability for site contamination to which section 103E of the *Environment Protection Act 1993* applies? No

If YES, give details of each sale or transfer and agreement that the vendor is aware of:

- (5) Is the vendor aware of an environmental assessment of the land or part of the land ever having been carried out or commenced (whether or not completed)? No

If YES, give details of all environmental assessments that the vendor is aware of and whether they were carried out or commenced before or after the vendor acquired an interest in the land:

NOTE—

These questions relate to details about the land that may be known by the vendor. A "YES" answer to the questions at items 2(1) or 2(2) may indicate that a *potentially contaminating activity* has taken place at the land (see sections 103C and 103H of the *Environment Protection Act 1993*) and that assessments or remediation of the land may be required at some future time.

A "YES" answer to any of the questions in this item may indicate the need for the purchaser to seek further information regarding the activities, for example, from the council or the EPA.

3. Licences and exemptions recorded by EPA in public register

Does the EPA hold any of the following details in the public register:

- (a) details of a current licence issued under Part 6 of the *Environment Protection Act 1993* to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?

No

- (b) details of a licence no longer in force issued under Part 6 of the *Environment Protection Act 1993* to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?

No

- (c) details of a current exemption issued under Part 6 of the *Environment Protection Act 1993* from the application of a specified provision of that Act in relation to an activity carried on at the land? No

- (d) details of an exemption no longer in force issued under Part 6 of the *Environment Protection Act 1993* from the application of a specified provision of that Act in relation to an activity carried on at the land? No

- (e) details of a licence issued under the repealed *South Australian Waste Management Commission Act 1979* to operate a waste depot at the land? No

- (f) details of a licence issued under the repealed *Waste Management Act 1987* to operate a waste depot at the land? No

- (g) details of a licence issued under the repealed *South Australian Waste Management Commission Act 1979* to produce waste of a prescribed kind (within the meaning of that Act) at the land? No

- (h) details of a licence issued under the repealed *Waste Management Act 1987* to produce prescribed waste (within the meaning of that Act) at the land? No

NOTE—

These questions relate to details about licences and exemptions required to be recorded by the EPA in the public register. If the EPA answers "YES" to any of the questions—

- in the case of a licence or exemption under the *Environment Protection Act 1993*—
 - the purchaser may obtain a copy of the licence or exemption from the public register on payment of the prescribed fee; and
 - the purchaser should note that transfer of a licence or exemption is subject to the conditions of the licence or exemption and the approval of the EPA (see section 49 of the *Environment Protection Act 1993*); and
- in the case of a licence under a repealed Act—the purchaser may obtain details about the licence from the public register on payment of the prescribed fee.

A "YES" answer to any of these questions may indicate that a *potentially contaminating activity* has taken place at the land (see sections 103C and 103H of the *Environment Protection Act 1993*) and that assessments or remediation of the land may be required at some future time.

The EPA will not provide details about licences to conduct the following prescribed activities of environmental significance (within the meaning of Schedule 1 Part A of the *Environment Protection Act 1993*): waste transport business (category A), waste transport business (category B), dredging, earthworks drainage, any other activities referred to in Schedule 1 Part A undertaken by means of mobile works, helicopter landing facilities, marinas and boating facilities or discharges to marine or inland waters.

The EPA will not provide details about exemptions relating to—

- the conduct of any of the licensed activities in the immediately preceding paragraph in this note; or
- noise.

4. Pollution and site contamination on the land—details recorded by EPA in public register

Does the EPA hold any of the following details in the public register in relation to the land or part of the land:

- (a) details of serious or material environmental harm caused or threatened in the course of an activity (whether or not notified under section 83 of the *Environment Protection Act 1993*)? No
- (b) details of site contamination notified to the EPA under section 83A of the *Environment Protection Act 1993*? No
- (c) a copy of a report of an environmental assessment (whether prepared by the EPA or some other person or body and whether or not required under legislation) that forms part of the information required to be recorded in the public register? No
- (d) a copy of a site contamination audit report? No
- (e) details of an agreement for the exclusion or limitation of liability for site contamination to which section 103E of the *Environment Protection Act 1993* applies? No
- (f) details of an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the *Environment Protection Act 1993*? No
- (g) details of an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the *Environment Protection Act 1993*? N/A
- (h) details of a notification under section 103Z(1) of the *Environment Protection Act 1993* relating to the commencement of a site contamination audit? No
- (i) details of a notification under section 103Z(2) of the *Environment Protection Act 1993* relating to the termination before completion of a site contamination audit? No
- (j) details of records, held by the former South Australian Waste Management Commission under the repealed *Waste Management Act 1987*, of waste (within the meaning of that Act) having been deposited on the land between 1 January 1983 and 30 April 1995? No

NOTE—

These questions relate to details required to be recorded by the EPA in the public register. If the EPA answers "YES" to any of the questions, the purchaser may obtain those details from the public register on payment of the prescribed fee.

5. Pollution and site contamination on the land—other details held by EPA

Does the EPA hold any of the following details in relation to the land or part of the land:

- (a) a copy of a report known as a "Health Commission Report" prepared by or on behalf of the South Australian Health Commission (under the repealed *South Australian Health Commission Act 1976*)? No
- (b) details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the *Environment Protection Act 1993*? No

- (c) details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the *Environment Protection Act 1993*? No
- (d) a copy of a pre-1 July 2009 site audit report? No
- (e) details relating to the termination before completion of a pre-1 July 2009 site audit? No

NOTE—

These questions relate to details that the EPA may hold. If the EPA answers "YES" to any of the questions, the purchaser may obtain those details from the EPA (on payment of any fee fixed by the EPA).

6. Further information held by councils

Does the council hold details of any development approvals relating to -

- (a) commercial or industrial activity at the land; or
- (b) a change in the use of the land or part of the land (within the meaning of the *Development Act 1993* or the *Planning, Development and Infrastructure Act 2016*)?)

No

NOTE—

The question relates to information that the council for the area in which the land is situated may hold. If the council answers "YES" to the question, it will provide a description of the nature of each development approved in respect of the land. The purchaser may then obtain further details from the council (on payment of any fee fixed by the council). However, it is expected that the ability to supply further details will vary considerably between councils.

A "YES" answer to paragraph (a) of the question may indicate that a ***potentially contaminating activity*** has taken place at the land (see sections 103C and 103H of the *Environment Protection Act 1993*) and that assessments or remediation of the land may be required at some future time.

It should be noted that –

- The approval of development by a council does not necessarily mean that the development has taken place;
- The council will not necessarily be able to provide a complete history of all such development that has taken place at the land.

7. Further information for purchasers**NOTE—**

The purchaser is advised that other matters under the *Environment Protection Act 1993* (that is, matters other than those referred to in this Statement) that may be relevant to the purchaser's further enquiries may also be recorded in the public register. These include:

- details relating to environmental authorisations such as applications, applicants, locations of activities, conditions, suspension, cancellation or surrender of authorisations, disqualifications, testing requirements and test results;
- details relating to activities undertaken on the land under licences or other environmental authorisations no longer in force;

- written warnings relating to alleged contraventions of the Environment Protection Act 1993;
- details of prosecutions and other enforcement action;
- details of civil proceedings;
- other details prescribed under the Environment Protection Act 1993 (see section 109(3)(1)).

Details of these matters may be obtained from the public register on payment to the EPA of the prescribed fee. If—

- an environment performance agreement, environment protection order, clean-up order, clean-up authorisation, site contamination assessment order or site remediation order has been registered on the certificate of title for the land; or
- a notice of declaration of special management area in relation to the land has been gazetted; or
- a notation has been made on the certificate of title for the land that a site contamination audit report has been prepared in respect of the land; or
- a notice of prohibition or restriction on taking water affected by site contamination in relation to the land has been gazetted,

it will be noted in the items under the heading Environment Protection Act 1993 under the Table of Particulars in this Statement. Details of any registered documents may be obtained from the Lands Titles Registration Office.

Particulars relating to *Livestock Act 1997*



1. Has any notice under section 33 or 37 of the *Livestock Act 1997* been made that affects, presently or prospectively, enjoyment of the land? N/A

If YES, give details of the following:

Date of notice:

Terms of notice:

2. Has any order under section 38, or notice under section 72, of the *Livestock Act 1997* been issued to the vendor in relation to the land or any building on the land? N/A

If YES, give details of the following:

Date of order or notice:

Terms of order or notice:

Schedule - Division 3



Community lots and strata units

Matters to be considered in purchasing a community lot or strata unit

The property you are buying is on strata or community title. There are **special obligations and restrictions** that go with this kind of title. Make sure you understand these. If unsure, seek legal advice before signing a contract.

For example:

Governance

You will automatically become a member of the **body corporate**, which includes all owners and has the job of maintaining the common property and enforcing the rules. Decisions, such as the amount you must pay in levies, will be made by vote of the body corporate. You will need to take part in meetings if you wish to have a say. If outvoted, you will have to live with decisions that you might not agree with.

If you are buying into a mixed-use development (one that includes commercial as well as residential lots), owners of some types of lots may be in a position to outvote owners of other types of lots. Make sure you fully understand your voting rights, see later.

Use of your property

You, and anyone who visits or occupies your property, will be bound by rules in the form of **articles or by-laws**. These can restrict the use of the property, for example, they can deal with keeping pets, car parking, noise, rubbish disposal, short-term letting, upkeep of buildings and so on. Make sure that you have read the articles or by-laws before you decide whether this property will suit you.

Depending on the rules, you might not be permitted to make changes to the exterior of your unit, such as installing a television aerial or an air-conditioner, building a pergola, attaching external blinds etc. without the permission of the body corporate. A meeting may be needed before permission can be granted. Permission may be refused.

Note that the articles or by-laws **could change** between now and when you become the owner: the body corporate might vote to change them. Also, if you are buying before the community plan is registered, then any by-laws you have been shown are just a draft.

Are you buying a debt?

If there are unpaid contributions owing on this property, you can be made to pay them. You are entitled to **know the financial state of the body corporate** and you should make sure you see its records before deciding whether to buy. As a prospective owner, you can write to the body corporate requiring to see the records, including minutes of meetings, details of assets and liabilities, contributions payable, outstanding or planned expenses and insurance policies. There is a fee. To make a request, write to the secretary or management committee of the body corporate.

Expenses

The body corporate can **require you to maintain your property**, even if you do not agree, or can carry out maintenance and bill you for it.

The body corporate can **require you to contribute** to the cost of upkeep of the common property, even if you do not agree. Consider what future maintenance or repairs might be needed on the property in the long term.

Guarantee

As an owner, you are a **guarantor** of the liabilities of the body corporate. If it does not pay its debts, you can be called on to do so. Make sure you know what the liabilities are before you decide to buy. Ask the body corporate for copies of the financial records.

Contracts

The body corporate can make contracts. For example, it may engage a body corporate manager to do some or all of its work. It may contract with traders for maintenance work. It might engage a caretaker to look after the property. It might make any other kind of contract to buy services or products for the body corporate. Find out **what contracts the body corporate is committed to and the cost**.

The body corporate will have to raise funds from the owners to pay the money due under these contracts. As a guarantor, you could be liable if the body corporate owes money under a contract.

Buying off the plan

If you are buying a property that has not been built yet, then you **cannot be certain** what the end product of the development process will be. If you are buying before a community plan has been deposited, then any proposed development contract, scheme description or by-laws you have been shown could change.

Mixed use developments—voting rights

You may be buying into a group that is run by several different community corporations. This is common in mixed use developments, for example, where a group of apartments is combined with a hotel or a group of shops. If there is more than one corporation, then you should not expect that all lot owners in the group will have equal voting rights. The corporations may be structured so that, even though there are more apartments than shops in the group, the shop-owners can outvote the apartment owners on some matters. Make enquiries so that you understand how many corporations there are and what voting rights you will have.

Further information

The Real Estate Institute of South Australia provides an information service for enquiries about real estate transactions, see www.reisa.com.au.

The Australian Institute of Conveyancers (SA Division) (AICSA) provides information and operates a Public Advisory Service with respect to conveyancers and the conveyancing process, see www.aicsa.com.au.

Information and a booklet about strata and community titles is available from the Legal Services Commission of South Australia at www.lsc.sa.gov.au.

You can also seek advice from a legal practitioner.

Annexures

The following documents are annexed hereto –

Certificate of title to the land: Check search, historical search, register search, title and valuation search;

Property Interest Report;

Response from Heritage unit of Department for Environment and Water

Report from Regional Council of Goyder

Certificate of Emergency Services Levy Payable

Certificate of Land Tax Payable

Certificate of Water and Sewer Charges & Encumbrance Information

Acknowledgement of Receipt of Form 1 Statement Under Section 7

*I/We, the abovementioned Purchaser, hereby acknowledge having received this day the Form 1 with the annexures as set out above.

Dated this day of

Signed: _____
(Purchaser)

Certificate of Title

Title Reference: CT 5611/727
Status: CURRENT
Edition: 1

Dealings

No Unregistered Dealings and no Dealings completed in the last 90 days for this title

Priority Notices

NIL

Registrar-General's Notes

No Registrar-General's Notes exist for this title

Administrative Interests

PROPERTY IN A STATE HERITAGE AREA 28/01/1993
NATIONAL HERITAGE PLACE 8/05/2017

Certificate of Title

Title Reference: CT 5611/727
Status: CURRENT
Parent Title(s): CT 5208/959
Dealing(s) Creating Title: SC 8571367
Title Issued: 06/01/1999
Edition: 1

Dealings

No lodged Dealings found.

REAL PROPERTY ACT, 1986



South Australia

The Registrar-General certifies that this Title Register Search displays the records maintained in the Register Book and other notations at the time of searching.



Certificate of Title - Volume 5611 Folio 727

Parent Title(s) CT 5208/959
Creating Dealing(s) SC 8571367
Title Issued 06/01/1999 **Edition** 1 **Edition Issued** 06/01/1999

Estate Type

FEE SIMPLE

Registered Proprietor

MURRAY ADRIAN TIVER
JANET SORBY TIVER
OF PO BOX 6 BURRA SA 5417
AS JOINT TENANTS

Description of Land

ALLOTMENT 2 FILED PLAN 10781
IN THE AREA NAMED BURRA
HUNDRED OF KOORINGA

Easements

NIL

Schedule of Dealings

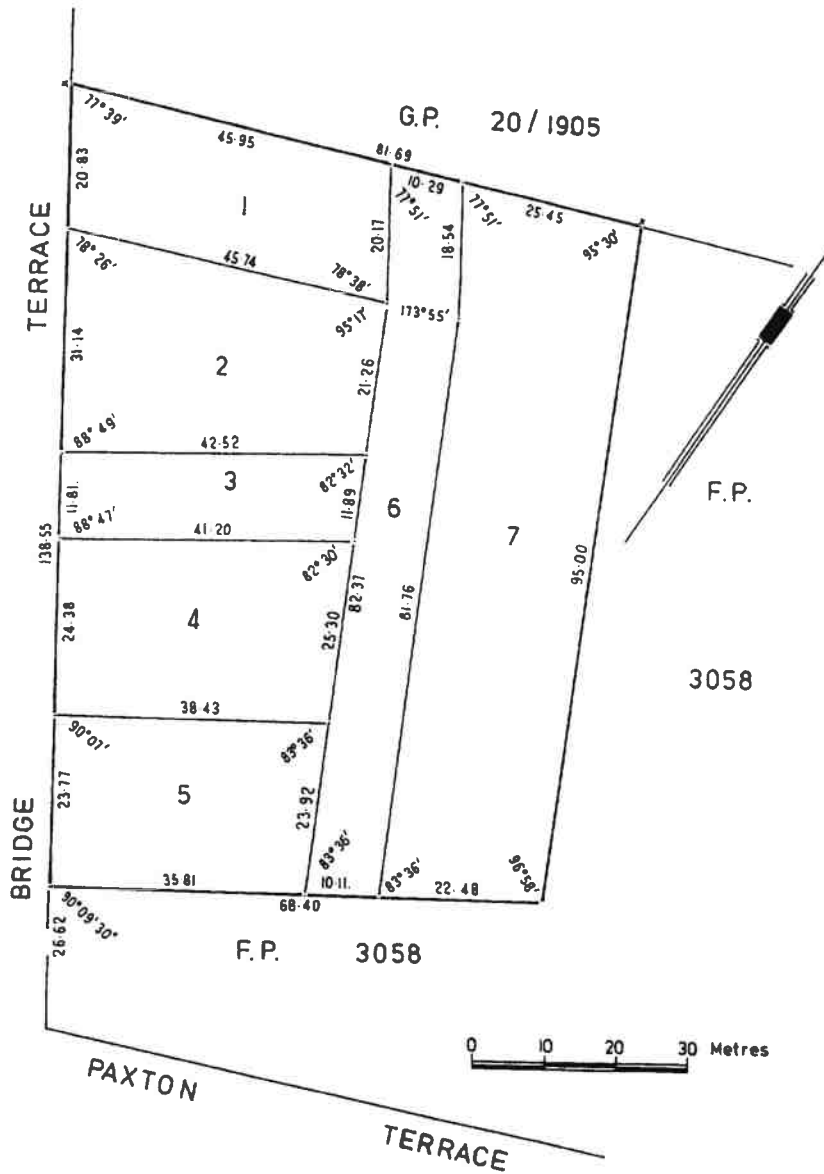
NIL

Notations

Dealings Affecting Title NIL
Priority Notices NIL
Notations on Plan NIL
Registrar-General's Notes NIL

Administrative Interests

PROPERTY IN A STATE HERITAGE AREA 28/01/1993
NATIONAL HERITAGE PLACE 8/05/2017



Certificate of Title

Title Reference CT 5611/727
Status CURRENT
Easement NO
Owner Number 03948817
Address for Notices 5 BRIDGE TCE BURRA 5417
Area NOT AVAILABLE

Estate Type

Fee Simple

Registered Proprietor

MURRAY ADRIAN TIVER
JANET SORBY TIVER
OF PO BOX 6 BURRA SA 5417
AS JOINT TENANTS

Description of Land

ALLOTMENT 2 FILED PLAN 10781
IN THE AREA NAMED BURRA
HUNDRED OF KOORINGA

Last Sale Details

There are no sales details recorded for this property

Constraints

Encumbrances

NIL

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
4206739001	CURRENT	5 BRIDGE TERRACE, BURRA, SA 5417

Notations

Dealings Affecting Title

NIL

Notations on Plan

NIL

Registrar-General's Notes

NIL

Administrative Interests

PROPERTY IN A STATE HERITAGE AREA 28/01/1993

NATIONAL HERITAGE PLACE 8/05/2017

Valuation Record

Valuation Number	4206739001
Type	Site & Capital Value
Date of Valuation	01/01/2023
Status	CURRENT
Operative From	01/07/1966
Property Location	5 BRIDGE TERRACE, BURRA, SA 5417
Local Government	GOYDER
Owner Names	JANET SORBY TIVER MURRAY ADRIAN TIVER
Owner Number	03948817
Address for Notices	5 BRIDGE TCE BURRA 5417
Zone / Subzone	N - Neighbourhood
Water Available	Yes
Sewer Available	No
Land Use	1100 - House
Description	6H SHED
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
F10781 ALLOTMENT 2	CT 5611/727

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$30,500	\$335,000			
Previous	\$30,500	\$255,000			

Building Details

Valuation Number	4206739001
Building Style	Symmetrical Cottage



Year Built	1890
Building Condition	Good
Wall Construction	Bluestone; Slate Tile
Roof Construction	Galvanised Iron
Equivalent Main Area	175 sqm
Number of Main Rooms	6

Note – this information is not guaranteed by the Government of South Australia

Property Interest Report

Provided by Land Services SA on behalf of the South Australian Government

Title Reference	CT 5611/727	Reference No. 2547221
Registered Proprietors	M A & J S*TIVER	Prepared 28/02/2024 14:54
Address of Property	5 BRIDGE TERRACE, BURRA, SA 5417	
Local Govt. Authority	REGIONAL COUNCIL OF GOYDER	
Local Govt. Address	1 MARKET SQ BURRA, SA 5417	

This report provides information that may be used to complete a Form 1 as prescribed in the *Land and Business (Sale and Conveyancing) Act 1994*

Table of Particulars

Particulars of mortgages, charges and prescribed encumbrances affecting the land as identified in Division 1 of the Schedule to Form 1 as described in the Regulations to the *Land and Business (Sale and Conveyancing) Act 1994*

All enquiries relating to the Regulations or the Form 1 please contact Consumer & Business Services between 8:30 am and 5:00 pm on 131 882 or via their website www.cbs.sa.gov.au

Prescribed encumbrance Particulars (Particulars in bold indicates further information will be provided)

1. General

- | | | |
|--|--|---|
| 1.1 | Mortgage of land

<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title |
| 1.2 | Easement
(whether over the land or annexed to the land)

Note--"Easement" includes rights of way and party wall rights

<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title |
| 1.3 | Restrictive covenant

<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title for details of any restrictive covenants as an encumbrance |
| 1.4 | Lease, agreement for lease, tenancy agreement or licence
(The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)

<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title
also
Contact the vendor for these details |
| 1.5 | Caveat | Refer to the Certificate of Title |
| 1.6 | Lien or notice of a lien | Refer to the Certificate of Title |
| 2. Aboriginal Heritage Act 1988 | | |
| 2.1 | section 9 - Registration in central archives of an Aboriginal site or object | Aboriginal Affairs and Reconciliation in AGD has no registered entries for Aboriginal sites or objects affecting this title |
| 2.2 | section 24 - Directions prohibiting or restricting access to, or activities on, a site or | Aboriginal Affairs and Reconciliation in AGD has no record of any direction affecting this title |

an area surrounding a site

- 2.3 Part 3 Division 6 - Aboriginal heritage agreement

Aboriginal Affairs and Reconciliation in AGD has no record of any agreement affecting this title

also

Refer to the Certificate of Title

3. ***Burial and Cremation Act 2013***

- 3.1 section 8 - Human remains interred on land

Births, Deaths and Marriages in AGD has no record of any gravesites relating to this title

also

contact the vendor for these details

4. ***Crown Rates and Taxes Recovery Act 1945***

- 4.1 section 5 - Notice requiring payment

Crown Lands Program in DEW has no record of any notice affecting this title

5. ***Development Act 1993 (repealed)***

- 5.1 section 42 - Condition (that continues to apply) of a development authorisation

State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title

[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]

also

Contact the Local Government Authority for other details that might apply

- 5.2 section 50(1) - Requirement to vest land in a council or the Crown to be held as open space

State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title

also

Contact the Local Government Authority for other details that might apply

- 5.3 section 50(2) - Agreement to vest land in a council or the Crown to be held as open space

State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title

also

Contact the Local Government Authority for other details that might apply

- 5.4 section 55 - Order to remove or perform work

State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

- 5.5 section 56 - Notice to complete development

State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

- 5.6 section 57 - Land management agreement

Refer to the Certificate of Title

- 5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

- 5.8 section 69 - Emergency order

State Planning Commission in the Department for Trade and Investment has no record of any order affecting this title

also

Contact the Local Government Authority for other details that might apply

- 5.9 section 71 - Fire safety notice

Building Fire Safety Committee in the Department for Trade and Investment has no record of any notice affecting this title

- 5.10 section 84 - Enforcement notice
State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title

also
Contact the Local Government Authority for other details that might apply
- 5.11 section 85(6), 85(10) or 106 - Enforcement order
State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title

also
Contact the Local Government Authority for other details that might apply
- 5.12 Part 11 Division 2 - Proceedings
Contact the Local Government Authority for other details that might apply

also
Contact the vendor for these details

6. Repealed Act conditions

- 6.1 Condition (that continues to apply) of an approval or authorisation granted under the *Building Act 1971 (repealed)*, the *City of Adelaide Development Control Act, 1976 (repealed)*, the *Planning Act 1982 (repealed)* or the *Planning and Development Act 1966 (repealed)*
State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title

also
Contact the Local Government Authority for other details that might apply
- [Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*

7. Emergency Services Funding Act 1998

- 7.1 section 16 - Notice to pay levy
An Emergency Services Levy Certificate will be forwarded. If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.

Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates www.revenuesaonline.sa.gov.au

8. Environment Protection Act 1993

- 8.1 section 59 - Environment performance agreement that is registered in relation to the land
EPA (SA) does not have any current Performance Agreements registered on this title
- 8.2 section 93 - Environment protection order that is registered in relation to the land
EPA (SA) does not have any current Environment Protection Orders registered on this title
- 8.3 section 93A - Environment protection order relating to cessation of activity that is registered in relation to the land
EPA (SA) does not have any current Orders registered on this title
- 8.4 section 99 - Clean-up order that is registered in relation to the land
EPA (SA) does not have any current Clean-up orders registered on this title
- 8.5 section 100 - Clean-up authorisation that is registered in relation to the land
EPA (SA) does not have any current Clean-up authorisations registered on this title
- 8.6 section 103H - Site contamination assessment order that is registered in relation to the land
EPA (SA) does not have any current Orders registered on this title
- 8.7 section 103J - Site remediation order that is registered in relation to the land
EPA (SA) does not have any current Orders registered on this title
- 8.8 section 103N - Notice of declaration of special management area in relation to the land (due to possible existence of site contamination)
EPA (SA) does not have any current Orders registered on this title

- 8.9 section 103P - Notation of site contamination audit report in relation to the land EPA (SA) does not have any current Orders registered on this title
- 8.10 section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land EPA (SA) does not have any current Orders registered on this title

9. **Fences Act 1975**

- 9.1 section 5 - Notice of intention to perform fencing work Contact the vendor for these details

10. **Fire and Emergency Services Act 2005**

- 10.1 section 105F - (or section 56 or 83 (repealed)) - Notice to take action to prevent outbreak or spread of fire Contact the Local Government Authority for other details that might apply
Where the land is outside a council area, contact the vendor

11. **Food Act 2001**

- 11.1 section 44 - Improvement notice Public Health in DHW has no record of any notice or direction affecting this title
also
Contact the Local Government Authority for other details that might apply
- 11.2 section 46 - Prohibition order Public Health in DHW has no record of any notice or direction affecting this title
also
Contact the Local Government Authority for other details that might apply

12. **Ground Water (Qualco-Sunlands) Control Act 2000**

- 12.1 Part 6 - risk management allocation Qualco Sunlands Ground Water Control Trust has no record of any allocation affecting this title
- 12.2 section 56 - Notice to pay share of Trust costs, or for unauthorised use of water, in respect of irrigated property DEW Water Licensing has no record of any notice affecting this title

13. **Heritage Places Act 1993**

- 13.1 section 14(2)(b) - Registration of an object of heritage significance Heritage Branch in DEW has no record of any registration affecting this title
- 13.2 section 17 or 18 - Provisional registration or registration Heritage Branch in DEW has no record of any registration affecting this title
- 13.3 section 30 - Stop order Heritage Branch in DEW has no record of any stop order affecting this title
- 13.4 Part 6 - Heritage agreement Heritage Branch in DEW has no record of any agreement affecting this title
also
Refer to the Certificate of Title
- 13.5 section 38 - "No development" order Heritage Branch in DEW has no record of any "No development" order affecting this title

14. **Highways Act 1926**

- 14.1 Part 2A - Establishment of control of access from any road abutting the land Transport Assessment Section within DIT has no record of any registration affecting this title

15. **Housing Improvement Act 1940 (repealed)**

- 15.1 section 23 - Declaration that house is undesirable or unfit for human habitation Contact the Local Government Authority for other details that might apply
- 15.2 Part 7 (rent control for substandard houses) - notice or declaration Housing Safety Authority has no record of any notice or declaration affecting this title

16. **Housing Improvement Act 2016**

- | | | |
|------|--|--|
| 16.1 | Part 3 Division 1 - Assessment, improvement or demolition orders | Housing Safety Authority has no record of any notice or declaration affecting this title |
| 16.2 | section 22 - Notice to vacate premises | Housing Safety Authority has no record of any notice or declaration affecting this title |
| 16.3 | section 25 - Rent control notice | Housing Safety Authority has no record of any notice or declaration affecting this title |

17. ***Land Acquisition Act 1969***

- | | | |
|------|---|---|
| 17.1 | section 10 - Notice of intention to acquire | Refer to the Certificate of Title for any notice of intention to acquire
also
Contact the Local Government Authority for other details that might apply |
|------|---|---|

18. ***Landscape South Australia Act 2019***

- | | | |
|-------|---|---|
| 18.1 | section 72 - Notice to pay levy in respect of costs of regional landscape board | The regional landscape board has no record of any notice affecting this title |
| 18.2 | section 78 - Notice to pay levy in respect of right to take water or taking of water | DEW has no record of any notice affecting this title |
| 18.3 | section 99 - Notice to prepare an action plan for compliance with general statutory duty | The regional landscape board has no record of any notice affecting this title |
| 18.4 | section 107 - Notice to rectify effects of unauthorised activity | The regional landscape board has no record of any notice affecting this title
also
DEW has no record of any notice affecting this title |
| 18.5 | section 108 - Notice to maintain watercourse or lake in good condition | The regional landscape board has no record of any notice affecting this title |
| 18.6 | section 109 - Notice restricting the taking of water or directing action in relation to the taking of water | DEW has no record of any notice affecting this title |
| 18.7 | section 111 - Notice to remove or modify a dam, embankment, wall or other obstruction or object | The regional landscape board has no record of any notice affecting this title |
| 18.8 | section 112 - Permit (or condition of a permit) that remains in force | The regional landscape board has no record of any permit (that remains in force) affecting this title
also
DEW has no record of any permit (that remains in force) affecting this title |
| 18.9 | section 120 - Notice to take remedial or other action in relation to a well | DEW has no record of any notice affecting this title |
| 18.10 | section 135 - Water resource works approval | DEW has no record of a water resource works approval affecting this title |
| 18.11 | section 142 - Site use approval | DEW has no record of a site use approval affecting this title |
| 18.12 | section 166 - Forest water licence | DEW has no record of a forest water licence affecting this title |
| 18.13 | section 191 - Notice of instruction as to keeping or management of animal or plant | The regional landscape board has no record of any notice affecting this title |
| 18.14 | section 193 - Notice to comply with action order for the destruction or control of animals or plants | The regional landscape board has no record of any notice affecting this title |
| 18.15 | section 194 - Notice to pay costs of destruction or control of animals or plants on road reserve | The regional landscape board has no record of any notice affecting this title |
| 18.16 | section 196 - Notice requiring control or quarantine of animal or plant | The regional landscape board has no record of any notice affecting this title |
| 18.17 | section 207 - Protection order to secure compliance with specified provisions of the | The regional landscape board has no record of any notice affecting this title |

Act

- | | | |
|-------|--|---|
| 18.18 | section 209 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act | The regional landscape board has no record of any notice affecting this title |
| 18.19 | section 211 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act | The regional landscape board has no record of any notice affecting this title |
| 18.20 | section 215 - Orders made by ERD Court | The regional landscape board has no record of any notice affecting this title |
| 18.21 | section 219 - Management agreements | The regional landscape board has no record of any notice affecting this title |
| 18.22 | section 235 - Additional orders on conviction | The regional landscape board has no record of any notice affecting this title |

19. Land Tax Act 1936

- | | | |
|------|---|--|
| 19.1 | Notice, order or demand for payment of land tax | <p>A Land Tax Certificate will be forwarded.
 If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.</p> <p>Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates www.revenuesaonline.sa.gov.au</p> |
|------|---|--|

20. Local Government Act 1934 (repealed)

- | | | |
|------|---|---|
| 20.1 | Notice, order, declaration, charge, claim or demand given or made under the Act | Contact the Local Government Authority for other details that might apply |
|------|---|---|

21. Local Government Act 1999

- | | | |
|------|---|---|
| 21.1 | Notice, order, declaration, charge, claim or demand given or made under the Act | Contact the Local Government Authority for other details that might apply |
|------|---|---|

22. Local Nuisance and Litter Control Act 2016

- | | | |
|------|--|---|
| 22.1 | section 30 - Nuisance or litter abatement notice | Contact the Local Government Authority for other details that might apply |
|------|--|---|

23. Metropolitan Adelaide Road Widening Plan Act 1972

- | | | |
|------|--|---|
| 23.1 | section 6 - Restriction on building work | Transport Assessment Section within DIT has no record of any restriction affecting this title |
|------|--|---|

24. Mining Act 1971

- | | | |
|------|---|---|
| 24.1 | Mineral tenement (other than an exploration licence) | Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title |
| 24.2 | section 9AA - Notice, agreement or order to waive exemption from authorised operations | Contact the vendor for these details |
| 24.3 | section 56T(1) - Consent to a change in authorised operations | Contact the vendor for these details |
| 24.4 | section 58(a) - Agreement authorising tenement holder to enter land | Contact the vendor for these details |
| 24.5 | section 58A - Notice of intention to commence authorised operations or apply for lease or licence | Contact the vendor for these details |
| 24.6 | section 61 - Agreement or order to pay compensation for authorised operations | Contact the vendor for these details |
| 24.7 | section 75(1) - Consent relating to extractive minerals | Contact the vendor for these details |
| 24.8 | section 82(1) - Deemed consent or agreement | Contact the vendor for these details |

- 24.9 Proclamation with respect to a private mine Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title
- 25. *Native Vegetation Act 1991***
- 25.1 Part 4 Division 1 - Heritage agreement DEW Native Vegetation has no record of any agreement affecting this title
also
Refer to the Certificate of Title
- 25.2 section 25C - Conditions of approval regarding achievement of environmental benefit by accredited third party provider DEW Native Vegetation has no record of any agreement affecting this title
also
Refer to the Certificate of Title
- 25.3 section 25D - Management agreement DEW Native Vegetation has no record of any agreement affecting this title
also
Refer to the Certificate of Title
- 25.4 Part 5 Division 1 - Refusal to grant consent, or condition of a consent, to clear native vegetation DEW Native Vegetation has no record of any refusal or condition affecting this title
- 26. *Natural Resources Management Act 2004 (repealed)***
- 26.1 section 97 - Notice to pay levy in respect of costs of regional NRM board The regional landscape board has no record of any notice affecting this title
- 26.2 section 123 - Notice to prepare an action plan for compliance with general statutory duty The regional landscape board has no record of any notice affecting this title
- 26.3 section 134 - Notice to remove or modify a dam, embankment, wall or other obstruction or object The regional landscape board has no record of any notice affecting this title
- 26.4 section 135 - Condition (that remains in force) of a permit The regional landscape board has no record of any notice affecting this title
- 26.5 section 181 - Notice of instruction as to keeping or management of animal or plant The regional landscape board has no record of any notice affecting this title
- 26.6 section 183 - Notice to prepare an action plan for the destruction or control of animals or plants The regional landscape board has no record of any notice affecting this title
- 26.7 section 185 - Notice to pay costs of destruction or control of animals or plants on road reserve The regional landscape board has no record of any notice affecting this title
- 26.8 section 187 - Notice requiring control or quarantine of animal or plant The regional landscape board has no record of any notice affecting this title
- 26.9 section 193 - Protection order to secure compliance with specified provisions of the Act The regional landscape board has no record of any order affecting this title
- 26.10 section 195 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act The regional landscape board has no record of any order affecting this title
- 26.11 section 197 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act The regional landscape board has no record of any authorisation affecting this title
- 27. *Outback Communities (Administration and Management) Act 2009***
- 27.1 section 21 - Notice of levy or contribution payable Outback Communities Authority has no record affecting this title

28. *Phylloxera and Grape Industry Act 1995*

- 28.1 section 23(1) - Notice of contribution payable The Phylloxera and Grape Industry Board of South Australia has no vineyard registered against this title. However all properties with greater than 0.5 hectares of planted vines are required to be registered with the board

29. *Planning, Development and Infrastructure Act 2016*

- 29.1 Part 5 - Planning and Design Code
[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]
- Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated.
- also
- Heritage Branch in DEW will respond with details relevant to this item for State Heritage Areas designated prior to 15 January 1994 under the now repealed South Australian Heritage Act 1978**
- also
- For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority
- also
- Contact the Local Government Authority for other details that might apply to a place of local heritage value
- also
- For details of declared significant trees affecting this title, contact the Local Government Authority
- also
- Code Amendment**
- Residential Driveway Crossovers –draft design standard aiming to improve public safety and enhance streetscapes across SA. Minor changes to the Planning and Design Code have also been drafted to complement the design standard and support its delivery and are open for consultation as part of this process. For more information, refer to the 'Code Amendments' page on the PlanSA portal: https://plan.sa.gov.au/have_your_say/ or phone PlanSA on 1800752664.**
- Code Amendment**
- Statewide Bushfire Hazards Overlay - aims to review the current policy framework (spatial layers and policy content) of the six Hazard (Bushfire Risk) Overlays as well as explore other planning instruments and mechanisms to assist in mitigating bushfire hazard impacts. Please note that this Code Amendment only applies to a portion of some council areas. To understand if your property is affected, please check the bushfire hazard map at <https://plus.geodata.sa.gov.au/bushfire/index.html>. For more information, please visit https://plan.sa.gov.au/have_your_say/ or contact PlanSA via email (PlanSA@sa.gov.au) or telephone (1800 752 664).**
- 29.2 section 127 - Condition (that continues to apply) of a development authorisation
[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]
- State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title
- also
- Contact the Local Government Authority for other details that might apply
- 29.3 section 139 - Notice of proposed work and notice may require access
- Contact the vendor for these details
- 29.4 section 140 - Notice requesting access
- Contact the vendor for these details
- 29.5 section 141 - Order to remove or perform work
- State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title
- also
- Contact the Local Government Authority for other details that might apply

- 29.6 section 142 - Notice to complete development
State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title
also
Contact the Local Government Authority for other details that might apply
- 29.7 section 155 - Emergency order
State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title
also
Contact the Local Government Authority for other details that might apply
- 29.8 section 157 - Fire safety notice
Building Fire Safety Committee in the Department for Trade and Investment has no record of any order or notice affecting this title
also
Contact the Local Government Authority for other details that might apply
- 29.9 section 192 or 193 - Land management agreement
Refer to the Certificate of Title
- 29.10 section 198(1) - Requirement to vest land in a council or the Crown to be held as open space
State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title
also
Contact the Local Government Authority for other details that might apply
- 29.11 section 198(2) - Agreement to vest land in a council or the Crown to be held as open space
State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title
also
Contact the Local Government Authority for other details that might apply
- 29.12 Part 16 Division 1 - Proceedings
Contact the Local Government Authority for details relevant to this item
also
Contact the vendor for other details that might apply
- 29.13 section 213 - Enforcement notice
State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title
also
Contact the Local Government Authority for other details that might apply
- 29.14 section 214(6), 214(10) or 222 - Enforcement order
Contact the Local Government Authority for details relevant to this item
also
State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title

30. ***Plant Health Act 2009***

- 30.1 section 8 or 9 - Notice or order concerning pests
Plant Health in PIRSA has no record of any notice or order affecting this title

31. ***Public and Environmental Health Act 1987 (repealed)***

- 31.1 Part 3 - Notice
Public Health in DHW has no record of any notice or direction affecting this title
also
Contact the Local Government Authority for other details that might apply
- 31.2 *Public and Environmental Health (Waste Control) Regulations 2010 (or 1995)* (revoked) Part 2 - Condition (that continues to apply) of an approval
Public Health in DHW has no record of any condition affecting this title
also

- 31.3 *Public and Environmental Health (Waste Control) Regulations 2010* (revoked) regulation 19 - Maintenance order (that has not been complied with)
- Contact the Local Government Authority for other details that might apply
- Public Health in DHW has no record of any order affecting this title
- also
- Contact the Local Government Authority for other details that might apply
- 32. *South Australian Public Health Act 2011***
- 32.1 section 66 - Direction or requirement to avert spread of disease
- Public Health in DHW has no record of any direction or requirement affecting this title
- 32.2 section 92 - Notice
- Public Health in DHW has no record of any notice affecting this title
- also
- Contact the Local Government Authority for other details that might apply
- 32.3 *South Australian Public Health (Wastewater) Regulations 2013* Part 4 - Condition (that continues to apply) of an approval
- Public Health in DHW has no record of any condition affecting this title
- also
- Contact the Local Government Authority for other details that might apply
- 33. *Upper South East Dryland Salinity and Flood Management Act 2002 (expired)***
- 33.1 section 23 - Notice of contribution payable
- DEW has no record of any notice affecting this title
- 34. *Water Industry Act 2012***
- 34.1 Notice or order under the Act requiring payment of charges or other amounts or making other requirement
- An SA Water Certificate will be forwarded. If you do not receive the certificate please contact the SA Water Customer Contact Centre on 1300 650 950**
- also
- The Office of the Technical Regulator in DEM has no record of any notice or order affecting this title
- also
- Lightsview Re-Water Supply Co Pty Ltd has no record of any notice or order affecting this title.
- also
- Robusto Investments Pty. Ltd. trading as Compass Springs has no current record of any notice or order affecting this title.
- also
- Alano Utilities Pty. Ltd. has no record of any notice or order affecting this title.
- 35. *Water Resources Act 1997 (repealed)***
- 35.1 section 18 - Condition (that remains in force) of a permit
- DEW has no record of any condition affecting this title
- 35.2 section 125 (or a corresponding previous enactment) - Notice to pay levy
- DEW has no record of any notice affecting this title
- 36. *Other charges***
- 36.1 Charge of any kind affecting the land (not included in another item)
- Refer to the Certificate of Title
- also
- Contact the vendor for these details
- also
- Contact the Local Government Authority for other details that might apply

Other Particulars

Other particulars as identified in Division 2 of the Schedule to Form 1 as described in the *Regulations to the Land and Business (Sale and Conveyancing) Act 1994*

- | | | |
|-----|---|---|
| 1. | Particulars of transactions in last 12 months | Contact the vendor for these details |
| 2. | Particulars relating to community lot (including strata lot) or development lot | Enquire directly to the Secretary or Manager of the Community Corporation |
| 3. | Particulars relating to strata unit | Enquire directly to the Secretary or Manager of the Strata Corporation |
| 4. | Particulars of building indemnity insurance | Contact the vendor for these details
also
Contact the Local Government Authority |
| 5. | Particulars relating to asbestos at workplaces | Contact the vendor for these details |
| 6. | Particulars relating to aluminium composite panels | Please note that the audit is limited to classes of buildings, and that this note does not confirm the presence or absence of Aluminium Composite Panelling. Contact the vendor for relevant details. |
| 7. | Particulars relating to court or tribunal process | Contact the vendor for these details |
| 8. | Particulars relating to land irrigated or drained under Irrigation Acts | SA Water will arrange for a response to this item where applicable |
| 9. | Particulars relating to environment protection | Contact the vendor for details of item 2
also
EPA (SA) has no record of any particulars relating to items 3, 4 or 5 affecting this title
also
Contact the Local Government Authority for information relating to item 6 |
| 10. | Particulars relating to <i>Livestock Act, 1997</i> | Animal Health in PIRSA has no record of any notice or order affecting this title |

Additional Information

The following additional information is provided for your information only.
These items are not prescribed encumbrances or other particulars prescribed under the Act.

- | | | |
|-----|--|---|
| 1. | Pipeline Authority of S.A. Easement | Epic Energy has no record of a Pipeline Authority Easement relating to this title |
| 2. | State Planning Commission refusal | No recorded State Planning Commission refusal |
| 3. | SA Power Networks | SA Power Networks has no interest other than that recorded on the attached notice or registered on the Certificate of Title |
| 4. | South East Australia Gas Pty Ltd | SEA Gas has no current record of a high pressure gas transmission pipeline traversing this property |
| 5. | Central Irrigation Trust | Central Irrigation Trust has no current records of any infrastructure or Water Delivery Rights associated to this title. |
| 6. | ElectraNet Transmission Services | ElectraNet has no current record of a high voltage transmission line traversing this property |
| 7. | Outback Communities Authority | Outback Communities Authority has no record affecting this title |
| 8. | Dog Fence (<i>Dog Fence Act 1946</i>) | The Dog Fence Board has no current interest in Dog Fence rates relating to this title. |
| 9. | Pastoral Board (<i>Pastoral Land Management and Conservation Act 1989</i>) | The Pastoral Board has no current interest in this title |
| 10. | Heritage Branch DEW (<i>Heritage Places Act 1993</i>) | Heritage Branch in DEW will respond with details relevant to this item |
| 11. | Health Protection Programs – Department for Health and Wellbeing | Health Protection Programs in the DHW has no record of a public health issue that currently applies to this title. |

Notices

Notices are printed under arrangement with organisations having some potential interest in the subject land. You should contact the identified party for further details.

Electricity and Telecommunications Infrastructure - Building Restrictions and Statutory Easements (including those related to gas, water and sewage)

Building restrictions

It is an offence under section 86 of the *Electricity Act 1996* to erect a building or structure within a prescribed distance of aerial or underground powerlines. In some, but not all, cases approval may be obtained from the Technical Regulator. Generally, however, land owners must not build, or alter a building or structure, with the result that any part of the resulting building or structure is within the minimum clearance distance required from certain types of powerlines. These building limitations are set out in the *Electricity (General) Regulations 2012* regulations 81 and 82. Purchasers intending to redevelop the property to be purchased should therefore be aware that the restrictions under the *Electricity Act* and *Regulations* may affect how, or if, they are able to redevelop the property.

In addition, if a building or structure is erected in proximity to a powerline of an electricity entity in contravention of the *Electricity Act*, the entity may seek a court order:

- a) requiring the person to take specified action to remove or modify the building or structure within a specified period;
- b) for compensation from the person for loss or damage suffered in consequence of the contravention; and/or
- c) for costs reasonably incurred by the entity in relocating the powerline or carrying out other work.

Contact the Office of the Technical Regulator in DEM on 8226 5500 for further details.

Statutory easements

Statutory easements for purposes such as (and without limitation) electricity, telecommunications, gas, water and sewage, may also exist, but may not be registered or defined on the title for the land.

Separate from the above building restrictions, South Australia's electricity supply and transmission businesses have statutory easements over land where part of the electricity distribution or transmission system was on, above or under the land as at particular dates specified by legislation.

This notice does not necessarily imply that any statutory or other easement exists.

However, where in existence, statutory easements may provide these organisations and businesses (identified in the relevant legislation) with the right of entry, at any reasonable time, to operate, repair, examine, replace, modify or maintain their equipment, to bring any vehicles or equipment on the land for these purposes, and to install, operate and carry out work on any pipelines, electricity or telecommunications cables or equipment that may be incorporated in, or attached to, their equipment (For example, see Clause 2 of Schedule 1 of the *Electricity Corporations (Restructuring and Disposal) Act 1999*, section 48A of the *Electricity Act 1996*).

For further clarification on these matters, please contact the relevant organisations or businesses, such as SA Power Networks' Easements Branch on telephone 8404 5897 or 8404 5894.

If you intend to excavate, develop or subdivide land, it is suggested that you first lodge a 'Dial Before you Dig' enquiry. Dial Before You Dig is a free referral service that provides information on the location of underground infrastructure. Using the Dial Before you Dig service (<https://1100.com.au>) may mitigate the risk of injury or expense resulting from inadvertent interference with, damage to, or requirement to relocate infrastructure.

Land Tax Act 1936 and Regulations thereunder

Agents should note that the current owner will remain liable for any additional charge accruing due before the date of this certificate which may be assessed on the land and also that the purchaser is only protected in respect of the tax for the financial year for which this certificate is issued. If the change of ownership will not occur on or before the 30th June, another certificate should be sought in respect of the next financial year or requests for certificate should not be made until after 30th June.

Animal and Plant Control (Agriculture Protection and other purposes) Act 1986 and Regulations

Agents should note that this legislation imposes a responsibility on a landholder to control and keep controlled proclaimed plants and particular classes of animals on a property.

Information should be obtained from:

- The vendor about the known presence of proclaimed plants or animals on the property including details which the vendor can obtain from records held by the local animal and plant control board
- The local animal and plant control board or the Animal and Plant Control Commission on the policies and priorities relating to the control of any serious proclaimed plants or animals in the area where the property is located.

Landscape South Australia 2019

Water Resources Management - Taking of underground water

Under the provisions of the *Landscape South Australia Act 2019*, if you intend to utilise underground water on the land subject to this enquiry the following apply:

- A well construction permit accompanied by the prescribed fee is required if a well/bore exceeding 2.5 meters is to be constructed. As the prescribed fee is subject to annual review, you should visit the webpage below to confirm the current fee
- A licensed well driller is required to undertake all work on any well/bore
- Work on all wells/bores is to be undertaken in accordance with the *General specification for well drilling operations affecting water in South Australia*.

Further information may be obtained by visiting <https://www.environment.sa.gov.au/licences-and-permits/water-licence-and-permit-forms>. Alternatively, you may contact the Department for Environment and Water on (08) 8735 1134 or email DEWwaterlicensing@sa.gov.au.



State Heritage Reference: **16183** (SHA); SAHPDB Reference: **27549** (SHA)
SAILIS Reference: **2547221**

PROPERTY INTEREST REPORT RESPONSE

(Enquiry under Section 7 of the *Land & Business (Sale & Conveyancing) Act 1994*)

The property described below was the subject of a Property Interest Report enquiry and has been referred from Land Services South Australia to Heritage South Australia, Department for Environment and Water for reply because there is a heritage interest recorded on either the Certificate of Title or against the Land.

Registered Name: **Burra State Heritage Area; Australian Cornish Mining Heritage Site**

Address of Property: **5 Bridge Terrace, Burra SA 5417**

Local Government Area: **Goyder**

Certificate of Title Reference: **CT 5611/727**

Prescribed encumbrances in relation to the land for the purposes of Section 7 of the *Land and Business (Sale and Conveyancing) Act 1994*.

1. Is the property Confirmed as a State Heritage Place in the SA Heritage Register? (Section 18 *Heritage Places Act 1993*) **No**
2. Is the property Provisionally Entered as a State Heritage Place in the SA Heritage Register? (Section 17 *Heritage Places Act 1993*) **No**
3. Is the property within a State Heritage Area?* **Yes**
*N.B. Until 15 January 1994 State Heritage Areas were designated by the Heritage Minister pursuant to s13 (1) of the *South Australian Heritage Act 1978*. Since 15 January 1994 they have been created by inclusion in a council Development Plan under the *Development Act 1993*, so you should also check with the local council.
4. Has the place been designated as a place of geological, palaeontological, speleological or archaeological significance (Section 14 (7) *Heritage Places Act 1993*) **No**
Type:
5. Is the property subject to a Stop Order? (Section 30 *Heritage Places Act 1993*) **No**

6. Is the property subject to a No Development Order? (Section 38 *Heritage Places Act 1993*) **No**
7. Is the property subject to a Heritage Agreement? (Section 32 *Heritage Places Act 1993*) **No**
Type:
8. Are there any objects of heritage significance entered in the SA Heritage Register in association with the property? (Section 14 (2)(b) *Heritage Places Act 1993*) **No**
9. Is the property listed as a World Heritage Property in the SA Heritage Register? (Section 14(1)(f) *Heritage Places Act 1993*) **No**
10. Is the property listed as a Commonwealth Heritage Place in the SA Heritage Register? (Section 14(1)(f) *Heritage Places Act 1993*) **No**
11. Is the property listed as a National Heritage Place in the SA Heritage Register? (Section 14(1)(f) *Heritage Places Act 1993*) **Yes**


Celeste Klose

Heritage Register Officer

On behalf of Manager, HERITAGE SOUTH AUSTRALIA

Date: **4/03/2024****Heritage South Australia** | Environment, Heritage and Sustainability

Department for Environment and Water

Phone: 08 8124 4960

Email: DEWHeritage@sa.gov.au

REGIONAL COUNCIL OF GOYDER

To: VOUMARD LAWYERS
PO BOX 171
JAMESTOWN SA 5491

OFFICE USE ONLY:
 PRESCRIBED FEE: \$66.75
 PAID, RECEIPT NO: 214667

Response form in respect to enquiries made under Section 187 of the Local Government Act, 1999.

Property Owner/s: MURRAY ADRIAN TIVER
JANET SORBY TIVER

Property Address: Street Number 5
 Street Name BRIDGE TERRACE
 Town BURRA

Property Description: Lot/Section Number/s LT 2 FP10781
 Hundred KOORINGA

Certificate of Title: Volume 5611 Folio 727

Council Assessment Number: A17344 (VG-4206739001)


The following amounts are **outstanding** against, and are a charge against the land, described above, pursuant to Section 187 of the Local Government Act, 1999 :-

	<u>Amount</u>	<u>Due Date</u>
General Rates	-	
Arrears on Rates	-	
Effluent Rates	-	
Waste Collection	-	
Regional Landscape Levy	-	
TOTAL OUTSTANDING	\$ NIL	/ /

NOTE: 2% / 0.7541% fine will be added on total outstanding if not paid by due date

Road Rentals	-
Footpath Moieties	-
Private Works	-
Other	-

<u>Additional Details</u>		
Rates Raised for Current Financial Year	Applicable To	Pensioner Concession
General \$ <u>1684.95</u>	30 th June 2024	\$ <u> </u>
Effluent \$ <u>426.00</u>	30 th June 2024	\$ <u> </u>
Waste Collection \$ <u>248.00</u>	30 th June 2024	
Regional Landscape Levy \$ <u>33.15</u>	30 th June 2024	

Signed  Date 1/3/2024
 Authorised Officer

REGIONAL COUNCIL OF GOYDER

Main Office: 1 Market Square
BURRA SA 5417
Telephone: (08) 8892 0100
Facsimile: (08) 8892 2467

(Name) VOUMARD LAWYERS

1/3/2024

(Address) PO BOX 171

JAMESTOWN SA 5491

Dear Sir/Madam

REQUEST FOR INFORMATION : **A17344**

We refer to your request and now attach particulars and documentary material which Council must supply pursuant to the provisions of the Local Government Act and the Land Business (Sale and Conveyancing) Act 1994.

Yours faithfully





Data Extract for Section 7 search purposes

Valuation ID 4206739001

Data Extract Date: 29/02/2024

Parcel ID: F10781 A2

Certificate Title: CT5611/727

Property Address: 5 BRIDGE TCE BURRA SA 5417

Zones

Neighbourhood (N)

Subzones

No

Zoning overlays

Overlays

Hazards (Bushfire - Regional) (Regional)

The Hazards (Bushfire - Regional) Overlay seeks to ensure development is located to minimise the threat and impact of bushfires on life and property and facilitate access for emergency service vehicles in regional areas.

Heritage Adjacency

The Heritage Adjacency Overlay seeks to ensure development adjacent to State and Local Heritage Places maintains the heritage and cultural values of those places.

Hazards (Flooding - Evidence Required)

The Hazards (Flooding - Evidence Required) Overlay adopts a precautionary approach to mitigate potential impacts of potential flood risk through appropriate siting and design of development.

Murray-Darling Basin

The Murray-Darling Basin Overlay seeks to ensure sustainable water use in the Murray-Darling Basin area.

Native Vegetation

The Native Vegetation Overlay seeks to protect, retain and restore areas of native vegetation.

State Heritage Area

The State Heritage Area Overlay seeks to ensure development maintains the heritage and cultural values of State Heritage Areas through conservation, ongoing use and adaptive reuse.

State Heritage Place (Heritage Number: 14359)

The State Heritage Place Overlay seeks to ensure development maintains the heritage and cultural values of State Heritage Places through conservation, ongoing use and adaptive reuse.

Is the land situated in a State Heritage Place/Area

Yes

Open the SA Heritage Places Database Search tool to find the locations' Heritage Place Details.

<http://maps.sa.gov.au/heritagesearch/HeritageSearchLocation.aspx>

Is the land designated as a Local Heritage Place

No

Open the SA Heritage Places Database Search tool to find the locations' Heritage Place Details.

<http://maps.sa.gov.au/heritagesearch/HeritageSearchLocation.aspx>

Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code (the Code) to be a significant tree or trees on the land? (Note: there may be regulated and/or significant trees on the land that are not listed in the Code - see below).

No

Under the Planning, Development and Infrastructure Act 2016 (the Act), a tree may be declared as a significant tree in the Code, or it may be declared as a significant or regulated tree by the Planning, Development and Infrastructure (General) Regulations 2017. Under the Act, protections exist for trees declared to be significant and/or regulated trees. Further information regarding protected trees can be found on the PlanSA website: <https://plan.sa.gov.au/>

Open the Online Planning and Design Code to browse the full Code and Part 10 - Significant Trees for more information.

<https://code.plan.sa.gov.au/>

Associated Development Authorisation Information

A Development Application cannot be enacted unless the Development Authorisation for Development Approval has been granted.

No

Land Management Agreement (LMA)

No

PRESCRIBED INFORMATION

PRESCRIBED ENCUMBRANCE

OTHER PARTICULARS REQUIRED

(If an item is not applicable strike it out or write "NOT APPLICABLE" or "N/A" in Column 1)

Development Act 1993 (repealed)	
Section 50(1) – Requirement to vest land in a Council or the Crown to be held as open space. <div style="text-align: center;">N/A</div>	Date requirement given: Name of body giving requirement: Nature of requirement: Contribution payable (if any):
Section 50(2) – Agreement to vest land in a Council or the Crown to be held as open space. <div style="text-align: center;">N/A</div>	Date of agreement: Names of parties: Terms of agreement: Contribution payable (if any):
Section 55 – Order to remove or perform work <div style="text-align: center;">N/A</div>	Date of order: Terms of order: Building work (if any) required to be carried out: Amount payable (if any):
Section 56 – Notice to complete development <div style="text-align: center;">N/A</div>	Date of notice: Requirements of notice: Building work (if any) required to be carried out: Amount payable (if any):
Section 57 - Land management agreement <div style="text-align: center;">N/A</div>	Date of agreement: Name of parties: Terms of agreement:
Section 69 - Emergency order <div style="text-align: center;">N/A</div>	Date of order: Name of authorised officer who made order: Name of authority that appointed the authorised officer: Nature of order: Amount payable (if any):

PRESCRIBED INFORMATION

PRESCRIBED ENCUMBRANCE

OTHER PARTICULARS REQUIRED

(If an item is not applicable strike it out or write "NOT APPLICABLE" or "N/A" in Column 1)

<p>Section 71 - Fire safety notice</p> <p style="text-align: center;">N/A</p>	<p>Date of notice:</p> <p>Name of authority giving notice:</p> <p>Requirements of notice:</p> <p>Building work (if any) required to be carried out:</p> <p>Amount payable (if any):</p>
<p>Section 84 – Enforcement Notice</p> <p style="text-align: center;">N/A</p>	<p>Date notice given:</p> <p>Name of relevant authority giving notice:</p> <p>Nature of directions contained in notice:</p> <p>Building work (if any) required to be carried out:</p> <p>Amount payable (if any):</p>
<p>Section 85(6), 85(10) or 106 – Enforcement Order</p> <p style="text-align: center;">N/A</p>	<p>Date order made:</p> <p>Name of court that made order:</p> <p>Action number:</p> <p>Names of parties:</p> <p>Terms of order:</p> <p>Building work (if any) required to be carried out:</p>
<p>Part 11 Division 2 – Proceedings</p> <p style="text-align: center;">N/A</p>	<p>Date of commencement of proceedings:</p> <p>Date of determination or order (if any):</p> <p>Terms of determination or order (if any):</p>

Confirmed – Planning/Development Section _____ 

Date 11/3/24

PARTICULARS OF BUILDING INDEMNITY INSURANCE

NOTE:

Building indemnity insurance is not required for:

- a) domestic building work for which approval under the Planning, Development and Infrastructure Act 2016, the repealed Development Act 1993 or the repealed Building Act 1971 is or was not required: or
- b) minor domestic building work (see Section 3 of the Building Work Contractors Act 1995); or
- c) domestic building work commenced before 1 May 1987; or
- d) building work in respect of which an exemption from the application of Division 3 of Part 5 of the Building Work Contractors Act 1995 applies under the Building Work Contractors Regulations 2011; or
- e) building work in respect of which an exemption from the application of Division 3 of Part 5 of the Building Work Contractors Act 1995 has been granted under Section 45 of that Act.

Details of building indemnity insurance still in existence for building work on the land:

Building indemnity insurance is required. YES / NO

- 1. Name(s) of person(s) insured: _____
- 2. Name of Insurer: _____
- 3. Limitations on the liability of the insurer: _____
- 4. Name of Builder: _____
- 5. Builder's Licence Number: _____
- 6. Date of Issue of Insurance: _____
- 7. Description of insured building work: _____

Exemption from holding insurance:

If particulars of insurance are not given – Has an exemption been granted under Section 45 of the Building Work Contractors Act 1995 from the requirement to hold an insurance policy in accordance with Division 3 of Part 5 of that Act?

YES / NO

If YES, give details:

- a) Date of the exemption _____
- b) Name of builder granted the exemption _____
- c) Licence number of Builder granted the exemption _____
- d) Details of building work for which the exemption applies _____
- e) Details of conditions (if any) to which the exemption is subject _____

f Certified Development Section _____ Date 1 1 3 1 2 4

PARTICULARS RELATING TO ENVIRONMENT PROTECTION

FURTHER INFORMATION HELD BY COUNCILS

Does the Council hold details of any development approvals relating to –

- a) commercial or industrial activity at the land; or
- b) a change in the use of the land or part of the land (within the meaning of the Development Act 1993) or the Planning, Development and Infrastructure Act 2016?

YES NO

Note –

The question relates to information that the Council for the area in which the land is situated may hold. If the Council answers "YES" to the question, it will provide a description of the nature of each development approved in respect of the land. The purchaser may then obtain further details from the Council (on payment of any fee fixed by the Council). However, it is expected that the ability to supply further details will vary considerably between Councils.

*A "YES" answer to paragraph (a) of the question may indicate that a **potentially contaminating activity** has taken place at the land (see Sections 103C and 103H of the Environment Protection Act 1993) and that assessments or remediation of the land may be required at some future time.*

It should be noted that –

- *the approval of development by a Council does not necessarily mean that the development has taken place;*
- *the Council will not necessarily be able to provide a complete history of all such development that has taken place on the land.*

 Certified Development Section



Date 1 / 13 / 24

PRESCRIBED INFORMATION

PRESCRIBED ENCUMBRANCE

OTHER PARTICULARS REQUIRED

(If an item is not applicable strike it out or write "NOT APPLICABLE" or "N/A" in Column 1)

Planning, Development and Infrastructure Act 2016	
Section 192 or 193 – Land management agreement <div style="text-align: center; font-size: 1.2em;">N/A</div>	Date of agreement: Names of parties: Terms of agreement:
Section 198(1) – Requirement to vest land in a council or the Crown to be held as open space <div style="text-align: center; font-size: 1.2em;">N/A</div>	Date requirement given: Name of body giving requirement: Nature of requirement: Contribution payable (if any)
Section 198(2) – Agreement to vest land in a council or the Crown to be held as open space <div style="text-align: center; font-size: 1.2em;">N/A</div>	Date of agreement: Names of parties: Terms of agreement: Contribution payable (if any):
Part 16 Division 1 – Proceedings <div style="text-align: center; font-size: 1.2em;">N/A</div>	Date of commencement of proceedings: Date of determination of order (if any): Terms of determination or order (if any):
Section 213 – Enforcement notice <div style="text-align: center; font-size: 1.2em;">N/A</div>	Date notice given: Name of designated authority giving notice: Nature of directions contained in notice: Building work (if any) required to be carried out: Amount payable (if any):
Section 214(6), 214(10) or 222 – Enforcement order <div style="text-align: center; font-size: 1.2em;">N/A</div>	Date order made: Name of court that made order: Action number: Name of parties: Terms of order: Building work (if any) required to be carried out:

Confirmed – building/development section _____ Date 11/3/24

PRESCRIBED INFORMATION

PRESCRIBED ENCUMBRANCE

OTHER PARTICULARS REQUIRED

(If an item is not applicable strike it out or write "NOT APPLICABLE" or "N/A" in Column 1)

Public and Environmental Health Act 1987 (repealed)	
Part 3 – Notice <p style="text-align: center;">~N/A</p>	Date of notice: Name of Council or other authority giving notice: Requirements of notice:
Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2 – Condition (that continues to apply) of an approval <p style="text-align: center;">~N/A</p>	Date of approval: Name of relevant authority that granted the approval: Condition(s) of approval:
Public and Environmental Health (Waste Control) Regulations 2010 (revoked) Regulation 19 – Maintenance order (that has not been complied with) <p style="text-align: center;">~N/A</p>	Date of order: Name of authority giving order: Requirements of order:

f Confirmed – environmental health section _____ Date 1 / 3 / 24

South Australian Public Health Act 2011	
Section 92 – Notice <p style="text-align: center;">~N/A</p>	Date of notice: Name of Council or other relevant authority giving notice: Requirements of notice:
South Australian Public Health (Wastewater) Regulations 2013 Part 4 – Condition (that continues to apply) of an approval <p style="text-align: center;">~N/A</p>	Date of approval: Name of person or body that granted the approval: Condition(s) of approval:

f Confirmed – health section _____ Date 1 / 3 / 24

Other charges	
Charge of any kind affecting the land (not included in another item) <p style="text-align: center;">~N/A</p>	Person or body in whose favour charge exists: Nature of charge: Amount of charge (if known)

REGIONAL COUNCIL OF GOYDER

Phone 08 88922 100 Fax 08 88922 467

* FOR INFORMATION *
ONLY

DECISION NOTIFICATION FORM	Development Plan Consent, or Building Rules Consent, or Development Approval
-----------------------------------	--

South Australia - Regulations under the Development Act 1993
Regulation 42

FOR DEVELOPMENT APPLICATION	Registered Date 30/8/98
------------------------------------	-------------------------

Development No: 422/66/98	Assessment No: 4206739001
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To: MA & JS TIVER BOX 6 BURRA 5417
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Location of Proposed Development:	5 BRIDGE TCE BURRA
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COPY

Nature of Proposed Development	* ADDITIONS TO DWELLING
--------------------------------	-------------------------

In respect of this proposed development you are informed that:-


Nature of Decision	Consent Granted	No. of Conditions	Consent Refused	Not Applicable
Provisional Development Plan Consent	YES	4		
Provisional Building Rules Consent	YES	9		
Land Division				
Land Division (Strata)				
Public Space				
Other				
DEVELOPMENT APPROVAL	YES	13		

Details of the building classification and the approved number of occupants under the Building Code are attached.

.....representation(s) from third parties concerning your proposal were received.

If there were third party representations, any consent/approval with conditions does not operate until the periods specified in the Act have expired. Reasons for this decision, any conditions imposed, and the reasons for imposing those conditions, are set out in the attached sheet.

No work can commence on this development unless a Development Approval has been obtained. If one or more consents have been granted on this Notification Form you must not start any site works or building work or change the use of the land until you have also received a notification of a Development Approval.

Date of Decision 23/9/98	<input type="checkbox"/> Development Assessment Commission or Delegate
Signed: 	<input checked="" type="checkbox"/> Council Chief Executive Officer or Delegate
	<input type="checkbox"/> Private Certifier
Date: 23/9/98	<input type="checkbox"/> Sheets Attached

**REGIONAL COUNCIL OF GOYDER
1 MARKET SQUARE, BURRA 5417
Phone 08 88922 100 Fax 08 88922 467**

CONDITIONS ATTACHING TO NOTIFICATION OF A DECISION

DEVELOPMENT NUMBER: 422/66/98

**DEVELOPMENT AT: 5 BRIDGE TCE
BURRA 5417**

APPLICANT: OWNER

**OWNER: MA & JS TIVER
BOX 6 BURRA 5417**

COPY

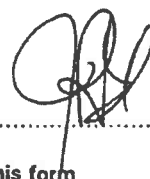
The Purpose of implementing these conditions is to ensure all development complies with requirements of all Acts of Parliament and that the development is orderly and comparable with adjacent developments as allowed in the Council's Supplementary Development Plans.

CONDITIONS: As listed below.

1. All work being carried out in accordance with plans and specifications submitted with and forming part of the application.
2. The site being maintained to the reasonable satisfaction of the Council at all times.
3. Compliance in all respects with the requirements of the Building Rules and any other relevant legislation.
4. All materials used to be of a high quality and maintained at all times in good repair and condition to the satisfaction of Council.

Date: 23/9/98

Authorised Officer:



Please read the information on the back of this form

REGIONAL COUNCIL OF GOYDER
Phone 08 88922 100 Fax 08 88922 467

BUILDING RULES CONDITIONS

DEVELOPMENT NUMBER: 422/66/98

BUILDING WORK AT: 5 BRIDGE TCE
 BURRA

APPLICANT: OWNER

BUILDER LICENCE NO: OWNER

OWNER: MA & JS TIVER
 PO BOX 6
 BURRA 5417

BUILDING CLASSIFICATION: 1A

APPROVED NO. OF OCCUPANTS UNDER THE BUILDING CODE:

COPY

Building work can commence on this site subject to the following conditions and notifications.

CONDITIONS OF APPROVAL: as listed below

1. All building work shall be performed in a good and workmanlike manner to the satisfaction of Council's Building Surveyor. A2.1.
2. Faulty or unsuitable materials shall not be used in any building work A2.1.
3. That the building be constructed strictly in accordance with all approved documents drawings, technical information and attached conditions of approval.
4. That the Council be advised three (3) working days prior to pouring of any concrete footings of floor slabs.
5. Council requires that the stormwater discharge be directed away from the adjoining premises and that stormwater be disposed at least 5 metres away from the building. (BCA F1.1, 1.2 and 1.3)
6. The Building Rules require the installation of a smoke alarm and these alarms shall comply with Australian Standard AS 3786 or be listed in the SSL Register of Accredited Products and shall be connected to the consumer mains power. Appropriate maintenance is important and you should test for audible alarm three monthly and replace the battery when necessary.
7. Protection of buildings from Subterranean Termites. All building work to be protected against termites in accordance with AS 3660.1. Provide a durable notice to be permanently fixed to the building in a prominent location (eg a meter box) indicating the method of protection, the date of installation of the system and the need to inspect and maintain the system on a regular basis.
8. Council requires a Statement of Compliance to be provided by the builder of Class 1a buildings (Regulation 83 AB).

Enclosures:

1. Advice Note to Homeowners re Smoke Alarms
2. Statement of Compliance Proforma

Date: 23.9.1998

Authorised Officer: 

Please read the information on the back of this form



ABN 19 040 349 865
Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

The details shown are current as at the date of issue.

PIR Reference No: 2547221

JOHN FRANCIS VOUMARD
POST OFFICE BOX 171
JAMESTOWN SA 5491

DATE OF ISSUE

29/02/2024

ENQUIRIES:
Tel: (08) 8226 3750
Email: revsaesl@sa.gov.au

OWNERSHIP NUMBER	OWNERSHIP NAME			
03948817	M A & J S TIVER			
PROPERTY DESCRIPTION				
5 BRIDGE TCE / BURRA SA 5417 / LT 2 F10781				
ASSESSMENT NUMBER	TITLE REF. <small>(A "+" indicates multiple titles)</small>	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
4206739001	CT 5611/727	\$335,000.00	R2 0.500	RE 0.400
LEVY DETAILS:		FIXED CHARGE	\$	50.00
		+ VARIABLE CHARGE	\$	67.80
FINANCIAL YEAR		- REMISSION	\$	53.80
2023-2024		- CONCESSION	\$	46.00
		+ ARREARS / - PAYMENTS	\$	-18.00
		= AMOUNT PAYABLE	\$	0.00

Please Note: If a concession amount is shown, the validity of the concession should be checked prior to payment of any outstanding levy amount. The expiry date displayed on this Certificate is the last day an update of this Certificate will be issued free of charge. **It is not the due date for payment.**

EXPIRY DATE 29/05/2024



Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Please Note:

Please check that the property details shown on this Certificate are correct for the land being sold.

The amount payable on this Certificate is accurate as at the date of issue.

This Certificate is only valid for the financial year shown.

If the change of ownership will occur in the following financial year, you must obtain another Certificate after 30 June.

Payment should be made as part of the settlement process.

The amount payable on this Certificate must be paid in full even if only a portion of the subject land is being sold. RevenueSA cannot apportion the ESL.

If the amount payable is not paid in full, the purchaser may become liable for all of the outstanding ESL as at the date of settlement.

The owner of the land as at 12:01am on 1 July in the financial year of this Certificate will remain liable for any additional ESL accrued before the date of this Certificate, even if the amount payable on this Certificate has been paid.

Provision of this Certificate does not relieve the land owner of their responsibility to pay their Notice of ESL Assessment by the due date.

If the owner of the subject land is receiving an ESL pensioner concession but was not living in the property as their principal place of residence as at 12:01am on 1 July of the current financial year, or is now deceased, you must contact RevenueSA prior to settlement.

For more information:

Visit: www.revenuesa.sa.gov.au
Email: revsupport@sa.gov.au
Phone: (08) 8226 3750

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

Online at: **OR**
www.revenuesaonline.sa.gov.au

By Post to:
RevenueSA
Locked Bag 555
ADELAIDE SA 5001



ABN 19 040 349 865
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

This form is a statement of land tax payable pursuant to Section 23 of the Land Tax Act 1936. The details shown are current as at the date of issue.

PIR Reference No: 2547221

**JOHN FRANCIS VOUMARD
POST OFFICE BOX 171
JAMESTOWN SA 5491**

DATE OF ISSUE

29/02/2024

ENQUIRIES:
Tel: (08) 8226 3750
Email: landtax@sa.gov.au

OWNERSHIP NAME		FINANCIAL YEAR	
M A & J S TIVER		2023-2024	
PROPERTY DESCRIPTION			
5 BRIDGE TCE / BURRA SA 5417 / LT 2 F10781			
ASSESSMENT NUMBER	TITLE REF. <small>(A "+" indicates multiple titles)</small>	TAXABLE SITE VALUE	AREA
4206739001	CT 5611/727	\$30,500.00	0.1146 HA
DETAILS OF THE LAND TAX PAYABLE FOR THE ABOVE PARCEL OF LAND:			
CURRENT TAX	\$ 0.00	SINGLE HOLDING	\$ 0.00
- DEDUCTIONS	\$ 0.00		
+ ARREARS	\$ 0.00		
- PAYMENTS	\$ 0.00		
= AMOUNT PAYABLE	\$ 0.00		

Please Note: If the Current Tax details above indicate a Nil amount, the property may be subject to an Exemption. This exemption should be validated prior to settlement. In order to ensure indemnity for the purchaser of this land, full payment of the amount payable is required:

ON OR BEFORE 29/05/2024



Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Please Note:

Please check that the property details shown on this Certificate are correct for the land being sold.

This Certificate is only valid for the financial year shown.

If the change of ownership will occur in the following financial year, you must obtain another Certificate after 30 June.

Payment should be made as part of the settlement process.

The amount payable on this Certificate must be paid in full even if only a portion of the subject land is being sold. RevenueSA cannot apportion the land tax.

If the amount payable is not paid in full on or before the due date shown on this Certificate, the purchaser will not be released from liability of the whole amount of the land tax outstanding as at the date of settlement.

The owner of the land as at midnight on 30 June immediately before the financial year of this Certificate will remain liable for any additional land tax accrued before the date of this Certificate, even if the amount payable on this Certificate has been paid.

The amount payable on this Certificate is the land tax payable at the date of issue. However, land tax for a particular financial year may be reassessed at any time, changing the amount payable.

Should a reassessment occur after this Certificate has been paid in full, the purchaser will remain indemnified and will not be responsible for payment of the new land tax payable amount. The owner at the beginning of the relevant financial year will be responsible for payment of any additional land tax payable.

Should a reassessment occur after this Certificate has been issued but not paid in full, the purchaser will not be indemnified and may become responsible for payment of the new land tax payable amount.

Should a reassessment occur after this Certificate has been paid in full and the Certificate is subsequently updated, the purchaser will not be indemnified and may become responsible for payment of the new land tax payable amount.

Provision of this Certificate does not relieve the land owner of their responsibility to pay their Notice of Land Tax Assessment by the due date.

For more information:

Visit: www.revenuesa.sa.gov.au
Email: revsupport@sa.gov.au
Phone: (08) 8226 3750

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE**Online at:****OR****By Post to:****www.revenuesaonline.sa.gov.au**RevenueSA
Locked Bag 555
ADELAIDE SA 5001

Please note: If you have also ordered a Special Meter Reading for this property and it comes back as estimated, please ensure you provide a photo of the meter including serial number to have the certificate reissued.

SA Water has no record of an Encumbrance on this property as at the date of issue of this certificate.

South Australian Water Corporation

Name: MA & JS TIVER
Water & Sewer Account
Acct. No.: **42 06739 00 1** **Amount:** _____

Address:
5 BRIDGE TCE BURRA LT 2 F10781

Payment Options



EFT Payment

Bank account name: SA Water Collection Account
BSB number: 065000
Bank account number: 10622859
Payment reference: 4206739001



Bill code: 8888
Ref: 4206739001

Telephone and Internet Banking — BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More information at bpay.com.au



Paying online

Pay online at www.sawater.com.au/paynow for a range of options. Have your account number and credit card details to hand.



Paying by phone

Call 1300 650 870 and pay by phone using your Visa/Mastercard 24/7.

SA Water account number: 4206739001





Visual Timber Pest Inspection & Report in accordance with AS 4349.3-2010
(For use in all States & Northern Territory but not the Australian Capital Territory)

CLIENT DETAILS	
Account to:	
Phone:	0437 810 103
Client:	Regional Council of Goyder
Vendor Name:	
Vendor Contact No:	
Purchaser Name	Regional council of goyder..(Sam rosser)
Contact Address	Att Sam Rosser BURRA SA 5417
Invoice No:	370
Address of Property Inspected:	5 BRIDGE STREET BURRA 5417
Inspection Date:	29 February 2024
Report Prepared Date:	6/03/24
If it is more than 30 days from the inspection date, we recommend a new inspection and report.	

The Purpose of the inspection: is to give advice about the condition of the property with regard to timber pests.

Agreement No:	
Date of Agreement:	
Specific requirements/conditions required by you were:	
Weather Conditions at the time of the Inspection:	Dry

Contact the Inspector: Should you have any difficulty in understanding anything contained within this report then you should immediately contact the inspector and have the matter explained to you prior to acting on this report. Inspectors contact phone number:

Summary Only

IMPORTANT DISCLAIMER

- This Summary is supplied to allow a quick and superficial overview of the inspection results.
- This Summary is NOT the Report and cannot be relied upon on its own.
- This Summary must be read in conjunction with the full report and not in isolation from the report.
- If there should happen to be any discrepancy between anything in the Report and anything in this Summary, the information in the Report shall override that in this Summary.
- The Report is subject to conditions and limitations. Your attention is particularly drawn to the Clauses, Disclaimer of Liability to Third Parties, Limited Liability to a Purchaser within the Australian Capital Territory and to the Notice to the Purchaser at the back of this Report.

<u>Summary Only</u>	
<u>ACCESS</u> Are there any Area(s) and/or Section(s) to which Access <u>should</u> be gained?	
<u>TIMBER PEST ACTIVITY</u> Were active subterranean termites (live specimens) found?	No, read the report in full
Was visual evidence of subterranean termite workings or damage found?	No, read the report in full

Was visible evidence of borers of seasoned timbers found?	No, read to report in full <small>CONFIDENTIAL AGENDA ITEM</small>
Was evidence of damage caused by wood decay (rot) fungi found?	Yes, read the report in full
Are further inspections recommended?	No
Where any major safety hazards identified?	No, read the report in full
In our opinion, the susceptibility of this property to timber pests is considered to be:	Moderate. Read the report in full

For complete and accurate information You must refer to the following Complete Visual Timber Pest Report.

Important: We strongly recommend the purchaser make inquiry from the vendor about Timber Pests and in particular Termites for this property.

CONFIDENTIAL

1. Brief Description of the Structure(s) Inspected:

Building Type:	
Height:	Single storey, 2 bedroom
Construction Details:	
Floor:	Timber with concrete areas
Walls:	Stone, Weather-board
Piers:	N/A
Roof:	Iron
Outbuildings:	Shed/s
Garage:	Other Iron
Fences etc:	Colourbond

Any building or part of a building that is constructed on a concrete slab is always more susceptible to termite attack because of possible concealed termite entry.

Areas Inspected

1.2 Areas Inspected: Only structures, fences &/or trees within 30m of the building but within the property boundaries were inspected. The areas inspected were:	Subfloor No access , Out buildings (Laundry, Toilet, Shed/s) , Grounds, Fences
Other areas also inspected, if any, were:	

Areas NOT Inspected: No inspection was made, and no report is submitted, of inaccessible areas. These include, but may not be limited to, cavity walls, concealed frame timbers, eaves, flat roofs, fully enclosed patios subfloors, soil concealed by concrete floors, fireplace hearths, wall linings, landscaping, rubbish, floor coverings, furniture, pictures, appliances, stored items, insulation, hollow **blocks/posts, etc.**

Areas Not Inspected

1.3 Other Area(s)* to which REASONABLE ACCESS for Inspection was NOT AVAILABLE and the Reason(s) why include:	Subfloor (No access) , Interior (Stored goods, Furniture, Wall hangings)
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1.4 Area(s) in which Visual Inspection was Obstructed or Restricted and the Reason(s) why include:	Interior (Stored goods, Furniture, Wall hangings), Roof Void (Insulation)
1.5 High Risk Area(s) to which Access <u>should</u> be gained, or fully gained, since they may show evidence of Timber Pests or damage include:	

Important: If a complete inspection of the above areas was not possible, timber pest activity and/or damage may exist in these areas.

Further Inspections are strongly recommended to areas where Reasonable Access is Unavailable, Obstructed or Restricted or a High Risk of possible Timber Pests and /or Damage exists.

1.6 The following further inspections are recommended for the areas described above:	
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Furnished properties: Where a property is furnished at the time of the inspection the furnishings and stored goods may be concealing evidence of Timber Pest Activity. This evidence may only be revealed when the property is vacated. A further inspection of the vacant property is strongly recommended in this case .

1.7 Was the property furnished at the time of inspection?	Yes
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Note: Important Limitations for Safe and Reasonable Access

Only areas where reasonable access was available were inspected. AS 4349.3 defines reasonable access and states that access will not be available where there are safety concerns, or obstructions, or the space available is less than the following:

ROOF VOID - the dimensions of the access hole must be at least 500mm x 400mm, and, reachable by a 3.6M ladder, and, there is at least 600mm x 600mm of space to crawl;

ROOF EXTERIOR - must be accessible by a 3.6M ladder placed safely on the ground.

SUBFLOOR - Access is normally not available where dimensions are less than 500mm x 400mm for the access hole and less than 400mm of crawl space beneath the lowest bearer, or, less than 500mm beneath the lowest part of any concrete floor;

The inspector shall determine whether sufficient space is available to allow safe access to confined areas .

Reasonable access does not include the use of destructive or invasive inspection methods. Nor does reasonable access include cutting or making access traps, or moving heavy furniture or stored goods.

2. Subterranean Termites:	
2.1 Were active termites (live insects) present at the time of the inspection:	None found at the time of the inspection

If the answer was "none found at the time of the inspection" then the following termite description is not applicable. Go to 2.2.

<p>If the answer was "yes" then the termites are believed to be:</p>	
<p>The termites have the potential to cause:</p>	<p>damage to structural and decorative timbers</p>
<p>The termites were located mainly in, but not necessarily limited to, the following areas:</p>	
<p>2.2 A termite nest:</p>	<p>was not located.</p>
<p>2.3 Visible evidence of subterranean termite workings and/or damage:</p>	<p>was not found. Where workings and/or damage was found, it was in but not necessarily limited to the following areas: Not applicable</p>

NOTE: Where evidence of termite activity was found in the grounds then the risk to buildings is very high. A treatment to eradicate the termites and to protect the building(s) should be carried out. Where the evidence of termite workings was found in the grounds or the building(s) then the risk of a further attack is very high.

We claim no expertise in building and if any evidence or damage has been reported then you must have a building expert determine the full extent of damage and the estimated cost of repairs or timber replacement (See Terms & Limitations).

<p>2.4 Where activity or damage is reported above, does its present a major safety hazard?</p>	<p>No. If the answer is (Yes) the timber pest associated safety hazard is and is located .</p>
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Important Note: Where a Major Safety Hazard is identified above, it must be attended to and rectified to avoid the possibility of personal injury &/or death.

VERY Important:

If live termites or any evidence of termite workings or damage was reported above within the building(s) or in the ground and fences then it must be assumed that there may be concealed termite activity and/or timber damage. This concealed activity or damage may only be found when alterations are carried out such as when wall linings, cladding or insulation are removed or if you arrange for an invasive inspection. We claim no expertise in structural engineering or building. We strongly recommend that you have a qualified person such as a Builder, Engineer, Architect or other qualified expert in the building trade determine the full extent of the damage, if any. This may require an invasive inspection. We take no responsibility for the repair of any damage whether disclosed by this report or not. (See Terms & Limitations).

Where visual evidence of termite workings and/or damage is reported above, but no live termites were present at the time of inspection, you must realise that it is possible that termites are still active in the immediate vicinity and the termites may continue to cause further damage. It is not possible, without benefit of further investigation and a number of inspections over a period of time, to ascertain whether any infestation is active or inactive. Active termites may simply have not been present at the time of inspection due to a prior disturbance, climatic conditions, or they may have been utilising an alternative feeding source. Continued, regular, inspections are essential. Unless written evidence of a termite protection program in accord with "Australian Standard 3660" with ongoing inspections is provided, you must arrange for a treatment in accord with "Australian Standard 3660" to be carried out immediately to reduce the risk of further attack.

General remarks: A more thorough INVASIVE INSPECTION is available (refer to section 9). Where any current visible evidence of Timber Pest activity is found it is strongly recommended that a more invasive inspection is performed. Trees and stumps on the property with a diameter more than 100mm have been visually inspected for evidence of termite activity to a height of 2m where access was possible and practical. It is very difficult, and generally impossible to locate termite nests since they are underground and evidence in trees is usually well concealed. We therefore strongly recommend that you arrange to have trees test drilled for evidence of termite nests.

If this Report is for Pre-Purchase purposes and a recommendation for a more invasive inspection has been made, the inspection should be arranged and carried out prior to contracts becoming binding.

2.5 Previous Treatment Evidence:	Signs of previous termite treatment were found., Possible signs of a previous termite treatment were found. Arsenic based Chemical???
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WARNING: If evidence of drill holes in concrete or brickwork or other signs of a possible previous treatment are reported then the treatment was probably carried out because of an active termite attack. Extensive structural damage may exist in concealed areas. You should have an invasive inspection carried out and have a builder determine the full extent of any damage and the estimated cost of repairs as the damage may only be found when wall linings etc are removed.

Normally if a termite treatment has been carried out then a durable notice should be located in the meter box indicating the type of termite shield system, treated zone or combination has been installed.

2.6 A Durable Notice (Termite Management Notice)	was located. (It could not be read due to poor condition.)
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This firm can give no assurances with regard to work that may have been previously performed by other firms. You should obtain copies of all paperwork and make your own inquiries as to the quality of the treatment, when it was carried out and warranty information. In most cases you should arrange for a treatment in accord with "Australian Standard 3660" be carried out to reduce the risk of further attack.

3. Borers Of Seasoned Timber:

Lyctus brunneus (powder post beetle) is not considered a significant pest of timber. Damage is confined to the sapwood so treatment or timber replacement is not usually required. However, you should have a building expert investigate if any timber replacement is required.

Anobium punctatum (furniture beetle) and *Calymnaderus incisus* (Queensland pine beetle) must always be considered active, unless proof of treatment is provided, because, unless the timber is ground up, one cannot determine conclusively if activity has ceased. Total timber replacement of all susceptible timbers is recommended. A secondary choice is treatment. However, the evidence and damage will remain and the treatment may need to be carried out each year for up to three years.

Borers of Seasoned Timber:

3.1 Was visible evidence of borers found?

No evidence was located .

We claim no expertise in building and if any evidence or damage has been reported then you must have a building expert determine the full extent of damage and the estimated cost of repairs or timber replacement (See Terms & Limitations).

Borer activity is usually determined by the presence of exit holes and/or frass. Since a delay exists between the time of initial infestation and the appearance of these signs, it is possible that some borer activity may exist that is not discernible at the time of inspection.

3.2 Where activity or damage is reported above, does its presence represent a major safety hazard?

No. If the answer is (Yes) the timber pest associated safety hazard is.

Important Note: Where a Major Safety Hazard is identified above, it must be attended to and/or rectified to avoid the possibility of personal injury &/or death.

3.3 Borer recommendations: Replacement of all susceptible timbers is always preferred since, in the event of selling the property in the future it is probable that an inspector will report the borers as active (see above). A chemical treatment to control and/or protect against Furniture beetle and/or Queensland pine beetle can be considered as a less effective, lower cost option. Before considering this option you should consult with a builder (See Terms & Limitations) to determine if the timbers are structurally sound. Following the initial treatment a further inspection is essential in twelve months time to determine if further treatment is needed. Treatments over a number of consecutive years may be required.

Not applicable

4. Fungal Decay Caused By Wood Decay Fungi:

4.1 Was evidence of wood decay fungi (wood rot) found?

Yes (Other Post) .

4.2 Where damage is reported above, does its presence represent a major safety hazard?	No. CONFIDENTIAL AGENDA ITEM
If the answer is (Yes) the timber pest associated safety hazard is	Not applicable
<p>Important Note: Where a Major Safety Hazard is identified above, it <u>must</u> be attended to and rectified to avoid the possibility of personal injury &/or death.</p> <p>We claim no expertise in building and if any evidence of fungal decay or damage is reported you should consult a building expert to determine the full extent of damage and the estimated cost of repairs or timber replacement (See Terms & Limitations).</p>	

5. Conditions That Are Conducive To Timber Pest Infestation:

Water leaks, especially in or into the subfloor or against the external walls e.g. leaking taps, water tanks, leaking roofs or down pipes and or guttering, increases the likelihood of termite attack. Leaking showers or leaks from other 'wet areas' also increase the likelihood of concealed termite attack. These conditions are also conducive to borer activity and wood decay.

5.1 At the time of the inspection	no visible leaks were found..
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We claim no expertise in building and if any leaks were reported then you must have a plumber or other building expert determine the full extent of damage and the estimated cost of repairs.

Hot water services, air conditioning units which release water alongside or near to building walls need to be connected to a drain. If this is not possible then their water outlet needs to be piped several meters away from the building, as the resulting wet area is highly conducive to termites.

5.2 Is there a need for this work to be carried out?	No,.
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Water Tanks are required to be installed in new homes in some states and many homes have had them retroactively installed as a conservation measure. Tanks which release water alongside or near to building walls need to be connected to a drain. If this is not possible then their water outlet needs to be piped several meters away from the building, as the resulting wet area is highly conducive to termites.

5.3 Is there a need for this work to be carried out?	No,.
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High moisture readings can be caused by any one of the following: poor ventilation, ineffective drainage, leaking pipes, leaking roofs, defective flashing or by concealed termite activity. The areas of high moisture should be investigated by way of an invasive inspection. High moisture levels also increase the likelihood of termite attack and may also be conducive to borer activity and wood decay.

5.4 At the time of the inspection and at the discretion of the inspector where moisture was tested for by means of a:

Tramex Encounter moisture meter the moisture readings were normal.

If high moisture was reported then you must have a building expert investigate the moisture and its cause and determine the full extent of damage and the estimated cost of repairs.

Drainage: Poor drainage, especially in the subfloor, greatly increases the likelihood of wood decay and termite attack.

5.5 We claim no expertise in plumbing and drainage, however it appears that drainage is generally

Adequate.
Where drainage is considered inadequate a plumber, builder or other building expert must be consulted.

Ventilation, particularly in the sub-floor region is important in minimising the opportunity for Timber Pests to establish themselves within a property.

5.6 We claim no expertise in building, however, the ventilation appears to be generally:

adequate.
Where ventilation is considered inadequate a builder or other expert should be consulted, in the case where vent airflow is physically blocked or restricted, the obstruction must be removed.

Mould on walls and ceilings etc; is an indicator of high moisture or very poor ventilation. If reported You need to have the reason investigated by a builder or a Industry Hygienist as its presence may indicate the presence of a water leak, wood decay or termites behind the wall or ceiling sheeting.

5.7 Mould:

was not found at the time of inspection

Timbers Exposed To Weather and/or Water: Some species of timber may be used in areas for which they are not suitable. Where this occurs, the timber may be damaged by Timber Pests, in particular termites and wood decay. In most cases, these timbers may be protected with normal maintenance, eg regular painting. However in some cases, you should consider replacing the timbers with a more suitable species or material.

<p>5.8 The fitness for purpose of the visible structural timber exposed to weather and/or water appears:</p>	<p>adequate for the situation they have been used in.</p> <p>It is strongly recommended that you consult a Builder, Architect or other specialist in the field to inspect exposed timbers to give expert advice on their durability and suitability for the situation in which they are used.</p>
<p>5.9 Other areas and/or situations that appear conducive to (may attract) subterranean termite infestation:</p>	<p>Landscaping Timbers Plant boxes.</p>
<p>5.10 Comments on other conditions conducive to timber pest infestation:</p>	<p>None.</p>

Refer to Important Maintenance Advice below regarding what a property owner can do to help reduce risk of Timber Pest attack.

6. Conditions Conducive To Undetected Termite Entry:

Slab Edge Exposure: Where external concrete slab edges are not exposed there is a high risk of concealed termite entry. In some buildings built since July 1995 the edge of the slab forms part of the termite shield system. In these buildings an inspection zone of at least 75mm should be maintained to permit detection of termite entry. The concrete edge should not be concealed by render, tiles, cladding, flashings, adjoining structures, paving, soil, turf or landscaping etc. Where this is the case you should arrange to have the slab edge exposed for inspection. Concealed termite entry may already be taking place but could not be detected at the time of the inspection. This may have resulted in concealed timber damage.

<p>6.1 Does the slab edge inspection zone fully comply?</p>	<p>No, arrange for slab edge to be exposed Building on, no slab edge.</p>
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Note: A very high proportion of termite attacks are over the edge of both Infill and other concrete slabs types. Covering the edge of a concrete slab makes concealed termite entry easy. Infill slab type construction has an even higher risk of concealed termite ingress as the slab edge is concealed due to the construction design and cannot be exposed. The type of slab may only be determined by assessment of the construction plans by a qualified person e.g. Builder, Architect. Construction Plans may be obtainable by your conveyancer. Termite activity and or damage may be present in concealed timbers of the building. We strongly recommend frequent regular inspections in accordance with AS 3660.2. Where the slab edge is not fully exposed or the slab is an infill slab or the slab type cannot be determined then we strongly recommend inspections every 3 to 6 months in accordance with AS 3660.2

Infill slab: A slab on the ground cast between walls. Other slabs should be in accordance with AS 2870 - 2011 and AS 3660.1-2014.

Weep holes in external walls: It is very important that soil, lawn, concrete paths or pavers do not cover the weep holes. Sometimes they have been covered during the rendering of the brick work. They should be clean and free flowing. Covering the weep holes in part or in whole may allow undetected termite entry.

6.2 Were the weep holes clear allowing the free flow of air?	Yes.
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Termite Shields (Ant Caps) should be in good order and condition so termite workings are exposed and visible. This helps stop termites gaining undetected entry. Joins in the shielding should have been soldered during the installation. Whenever it is observed that the joins in the shielding have not been soldered then the shielding must be reported as inadequate. It may be possible for a builder to repair the shielding. If not, a chemical treated zone may need to be installed to deter termites from gaining concealed access to the building. Missing, damaged or poor shields increase the risk of termite infestation.

6.3 We claim no expertise in building. However, in our opinion the termite shields appear to be:	<p>not applicable.</p> <p>If considered inadequate a builder or other building expert should be consulted.</p> <p>Other physical shield systems are not visible to inspection and no comment is made on such systems.</p>
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6.4 Other areas and/or situations that may allow undetected subterranean termite entry:	Building design Adjoining building.
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7. Other Information:	Move gardens away from the house Lawn (watering to close to building)
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Refer to Important Maintenance Advice regarding what a property owner can do to help reduce risk of Timber Pest attack.

Details (if applicable) of non standard non destructive electronic equipment (other than Moisture Meter) used at the discretion of the inspector during the inspection;	
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8. Overall Assessment Of The Property

Where the evidence of live termites or termite damage or termite workings (mudding) was found in the building(s) then the risk of a further attack is extremely high. Where evidence of live termites or termite damage or termite workings was found in the grounds but not in the buildings then the risk to buildings must be reported as high to extremely high.

8.1 At the time of the inspection the DEGREE OF RISK OF SUBTERRANEAN TERMITE INFESTATION to the overall property was considered:	moderate
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8.2 SUBTERRANEAN TERMITE TREATMENT RECOMMENDATION: A management program in accord with AS 3660-2017 to protect against subterranean termites is considered to be:	Not essential but 12 monthly inspections
A termite treatment proposal	is not attached

FUTURE INSPECTIONS: AS 3660.2-2017 recommends that inspections be carried out at intervals no greater than annually and that, where timber pest “pressure” is greater, this interval should be shortened. Inspections WILL NOT stop timber pest infestation; however, the damage which may be caused will be reduced when the infestation is found at an early stage.

8.3 Due to the degree of risk of subterranean termite infestation noted above and all other findings of this report, we strongly recommend that a full inspection and written report in accord with AS 4349.3 or AS 3660.2-2017 is conducted at this property every:	12 months.
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RECOMMENDATION

9. An Invasive Physical Inspection Is Available If Recommended

As detailed above, there are many limitations to this visual only inspection. With the permission of the owner of the premises we WILL perform a more invasive physical inspection that involves moving or lifting: insulation, stored items, furniture or foliage during the inspection. We WILL physically touch, tap, test and when necessary force/gouge suspected accessible timbers. We WILL gain access to areas, where physically possible and considered practical and necessary, by way of cutting traps and access holes. This style of report is available by ordering with several days notice. Inspection time for this style of report will be greater than for a VISUAL INSPECTION. It involves disruption in the case of an occupied property, and some permanent marking is likely. You must arrange for the written permission of the owner who must acknowledge all the above information and confirm that our firm will not be held liable for any damage caused to the property. A price is available on request.

CONTACT THE INSPECTOR

Please feel free to contact the inspector who carried out this inspection. Often it is very difficult to fully explain situations, problems, access difficulties or timber Pest activity and/or damage in a manner that is readily understandable by the reader. Should you have any difficulty in understanding anything contained within this report then you should immediately contact the inspector and have the matter explained to you. If you have any questions at all or require any clarification then contact the inspector prior to acting on this report.

IMPORTANT MAINTENANCE ADVICE REGARDING INTEGRATED PEST MANAGEMENT (IPM) FOR PROTECTING AGAINST TIMBER PESTS:

Any structure can be attacked by Timber Pests. Periodic maintenance should include measures to minimise possibilities of infestation in and around a property. Factors which may lead to infestation from Timber Pests include situations where the edge of the concrete slab is covered by soil or garden debris, filled areas, areas with less than 400mm clearance, foam insulation at foundations, earth/wood contact, damp

REGIONAL COUNCIL OF GOYDER CONFIDENTIAL AGENDA ITEM
areas, leaking pipes, etc; form-work timbers, scrap timber, tree stumps, mulch, tree branches touching the structure, wood rot, etc. Gardens, pathways or turf abutting or concealing the edge of a concrete slab will allow for concealed entry by timber pests. Any timber in contact with soil such as form-work, scrap timbers or stumps must be removed from under and around the buildings and any leaks repaired. You should endeavour to ensure such conditions DO NOT occur around your property.

We further advise that you engage a professional pest control firm to provide a suitable termite management program in accord with AS 3660 to minimise the risk of termite attack. There is no way of preventing termite attack. Even AS 3660 advises when a complete termite management system is installed in accordance with AS 3660.1-2014 for pre-construction termite work or 3660.2-2017 for post-construction termite work and the Australian Pesticides and Veterinary Medicines Authority (APVMA) product label directions are followed precisely, termites may still bridge the management system. However, if the labels directions are followed and the Standard adhered to, and bridging occurs, evidence of the termite ingress will normally be evident to the inspector. Therefore regular inspections in line with the recommendations in this report are essential in addition to any suitable termite management system you install.

You should read and understand the following important information. It will help explain what is involved in a timber pest inspection, the difficulties faced by a timber pest inspector and why it is not possible to guarantee that a property is free of timber pests. It also details important information about what you can do to help protect your property from timber pests. This information forms an integral part of the report.

CONCRETE SLAB HOMES

Homes constructed on concrete slabs pose special problems with respect to termite attack. If the edge of the slab is concealed by concrete paths, patios, pavers, garden beds, lawns, foliage, etc then it is possible for termites to affect concealed entry into the property. They can then cause extensive damage to concealed framing timbers. Even the most experienced inspector may be unable to detect their presence due to concealment by wall linings. Only when the termites attack timbers in the roof void, which may in turn be concealed by insulation, can their presence be detected. Where termite damage is located in the roof it should be expected that concealed framing timbers will be extensively damaged. With a concrete slab home it is imperative that you expose the edge of the slab and ensure that foliage and garden beds do not cover the slab edge. Weep holes must be kept free of obstructions. It is strongly recommended that you have a termite inspection in accordance with AS 3660.2 carried out as recommended in this report.

SUBTERRANEAN TERMITES

No property is safe from termites! Termites are the cause of the greatest economic losses of timber in service in Australia. Independent data compiled by State Forestry shows 1 in every 5 homes is attacked by termites at some stage in its life. More recent data would indicate that this is now as high as 1 in every 3. Australia's subterranean termite species (white ants) are the most destructive timber pests in the world. In fact it can take "as little as 3 months for a termite colony to severely damage almost all the timber in a home".

How Termites Attack your Home. The most destructive species live in large underground nests containing several million timber destroying insects. The problem arises when a nest matures near your home. Your home provides natural shelter and a food source for the termites. The gallery system of a single colony may exploit food sources over as much as one hectare, with individual galleries extending up to 50 metres to enter your home, where there is a smorgasbord of timber to feast upon. Even concrete slabs do not act as a barrier; they can penetrate through cracks in the slab to gain access to your home. They even build mud tubes to gain access to above ground timbers. In rare cases termites may create their nest in the cavity wall of the property without making ground contact. In these cases it may be impossible to determine their presence until extensive timber damage occurs.

Termite Damage; Once in contact with the timber they excavate it often leaving only a thin veneer on the outside. If left undiscovered the economic species can cause many thousands of dollars damage and cost two to five thousand dollars (or more) to treat.

Subterranean Termite Ecology; These termites are social insects usually living in underground nests. Nests may be in trees or in rare instances they may be in above ground areas within the property. They tunnel underground to enter the building and then remain hidden within the timber making it very difficult to locate them. Where timbers are concealed, as in most modern homes, it makes it even more difficult to locate their presence. Especially if gardens have been built up around the home and termite barriers are either not in place or poorly maintained. Termites form nests in all sorts of locations and they are usually not visible. There may be more than one nest on a property. The diet of termites in the natural environment is the various hardwood and softwood species growing throughout Australia. These same timbers are used in buildings. Worker termites move out from their underground nest into surrounding areas where they obtain food and return to nurture the other casts of termites within the nest. Termites are extremely sensitive to

temperature, humidity and light and hence cannot move over ground like most insects. They travel in mud encrusted tunnels to the source of food. Detection of termites is usually by locating these mud tunnels rising from the ground into the affected structure. This takes an expert eye.

Termite barriers protect a building by forcing termites to show themselves. Termites can build mud tunnels around termite barriers to reach the timber above. The presence of termite tracks or leads does not necessarily mean that termites have entered the timber though. A clear view of walls and piers and easy access to the sub-floor means that detection should be fairly easy. However many styles of construction do not lend themselves to ready detection of termites. The design of some properties is such that they make the detection by a pest inspector difficult, if not impossible.

The tapping and probing of walls and internal timbers is an adjunct or additional means of detection of termites but is not as reliable as locating tracks. The use of a moisture meter is a useful aid for determining the presence of termites concealed behind thin wall panels, but it only detects high levels of activity. Older damage that has dried out will not be recorded. It may also provide false readings. Termite tracks may be present in the ceiling space however some roofs of a low pitch and with the presence of insulation, air conditioning ductwork and hot water services may prevent a full inspection of the timbers in these areas. Therefore since foolproof and absolute certain detection is not possible the use of protective barriers and regular inspections is a necessary step in protecting timbers from termite attack.

BORERS OF SEASONED TIMBERS

Borers are the larvae of various species of beetles. The adult beetles lay their eggs within the timber. The eggs hatch out into larvae (grubs) which bore through the timber and can cause significant structural damage. The larvae may reside totally concealed within the timber for a period of several years before passing into a dormant pupal stage. Within the pupal case they metamorphose (change) into the adult beetle which cuts a hole in the outer surface of the timber to emerge, mate and lay further eggs to continue the cycle. It is only through the presence of these emergence holes, and the frass formed when the beetles cut the exit holes that their presence can be detected. Where floors are covered by carpets, tiling, or other floor coverings and where no access to the underfloor area is available it is not possible to determine whether borers are present or not. This is particularly the case with the upper floors of a dwelling.

Borers of 'green' unseasoned timber may also be present. However these species will naturally die out as the timbers dry out in service. Whilst some emergence holes may occur in a new property it would be unusual for such a borer to cause structural damage, though the exit holes may be unsightly.

Anobium borer (furniture beetle) and Queensland pine borer: These beetles are responsible for instances of flooring collapse, often triggered by a heavy object being placed on the floor (or a person stepping on the affected area!) Pine timbers are favoured by this beetle and, while the sapwood is preferred, the heartwood is sometimes attacked. Attack by this beetle is usually observed in timbers that have been in service for 10-20 years or more and mostly involves flooring and timber wall panelling. The *frass* from the flight holes (faeces and chewed wood) is fine and gritty. Wood attacked by these borers is often honeycombed.

Lyctus borer (powder post beetle): These borers only attack the sapwood of certain susceptible species of hardwood timber. Since it is a requirement that structural timbers contain no more than 25% Lyctus susceptible sapwood these borers are not normally associated with structural damage. Replacement of affected timbers is not recommended and treatment is not approved. Where decorative timbers are affected the emergence holes may be considered unsightly in which case timber replacement is the only option. Powder post beetles mostly attack during the first 6-12 months of service life of timber. As only the sapwood is destroyed, larger dimensional timbers (such as rafters, bearers and joists) in a house are seldom weakened significantly to cause collapse. In small dimensional timbers (such as tiling and ceiling battens) the sapwood may be extensive, and its destruction may result in collapse. Replacement of these timbers is the only option available.

TIMBER DECAY FUNGI

The fruiting bodies of wood decay fungi vary in size, shape and colour. The type of fungi encountered by pest controllers usually reside in poorly ventilated subfloors, below wet areas of the home, exterior timbers and in areas that retain water in the soil. The durability and type of timbers are factors along with the temperature and environment. Destruction of affected timbers varies with the symptoms involved. Removal of the moisture source usually alleviates the problem. Fungal decay is attractive to termites and if the problem is not rectified it may well lead to future termite attack.

TERMS & LIMITATIONS:

Important Information Any person who relies upon the contents of this report does so acknowledging that

1. **THIS IS A VISUAL INSPECTION ONLY** in accord with the requirements of AS 4349.3 Inspection of buildings Part 3: Timber pest inspections. Visual inspection was limited to those areas and sections of the property to which reasonable access (See Definition) was both available and permitted on the date of Inspection. The inspection DID NOT include breaking apart, dismantling, removing or moving objects including, but not limited to, foliage, mouldings, roof insulation/sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances or personal possessions. The inspector CANNOT see inside walls, between floors, inside skillion roofing, inside the eaves, behind stored goods in cupboards, in other areas that are concealed or obstructed. The inspector DID NOT dig, gouge, force or perform any other invasive procedures. An invasive inspection will not be performed unless a separate contract is entered into. In an occupied property it must be understood that furnishings or household items may be concealing evidence of Timber Pests which may only be revealed when the items are moved or removed. In the case of Strata type properties only the interior of the unit is inspected.
2. **SCOPE OF REPORT:** This Report is confined to reporting on the discovery, or non discovery, of infestation and/or damage caused by subterranean and dampwood termites (white ants), borers of seasoned timber and wood decay fungi (hereinafter referred to as "Timber Pests"), present on the date of the Inspection. The Inspection did not cover any other pests and this Report does not comment on them. Dry wood termites (Family: KALOTERMITIDAE) and European House Borer (*Hylotrupes bajulus Linnaeus*) were excluded from the Inspection, but have been reported on if, in the course of the Inspection, any visual evidence of infestation happened to be found. If *Cryptotermes brevis* (West Indian Dry Wood Termite) or *Hylotrupes bajulus Linnaeus* are discovered we are required by law to notify Government Authorities. If reported a special purpose report may be necessary.
3. **LIMITATIONS:** Nothing contained in the Report implies that any inaccessible or partly inaccessible areas or sections of the property being inspected by the Inspector on the date of the Inspection were not, or have not been, infested by Timber Pests. Accordingly this Report is not a guarantee that an infestation and/or damage does not exist in any inaccessible or partly inaccessible areas or sections of the property. Nor is it a guarantee that a future infestation of Timber Pests will not occur or be found.
4. **DETERMINING EXTENT OF DAMAGE :** The Report is NOT a structural damage Report. We claim no expertise in building and any observations or recommendations about timber damage should not be taken as expert opinion and CANNOT be relied upon. If any evidence of Timber Pest activity and/or damage resulting from Timber Pest activity is reported either in the structure(s) or the grounds of the property, then You must assume that there may be concealed structural damage within the building(s). This concealed damage may only be found when wall linings, cladding or insulation is removed to reveal previously concealed timbers. An invasive Timber Pest Inspection (for which a separate contract is required) is strongly recommended and You should arrange for a qualified person such as a Builder, Engineer, or Architect to carry out a structural inspection and to determine the full extent of the damage and the extent of repairs that may be required. You agree that neither We nor the individual conducting the Inspection is responsible or liable for the repair of any damage whether disclosed by the report or not.
5. **MOULD:** Mildew and non wood decay fungi are commonly known as Mould and is not considered a Timber Pest but may be an indicator of poor ventilation or the presence of termites, wood decay or water leaks. Mould and their spores may cause health problems or allergic reactions such as asthma and dermatitis in some people.
6. **DISCLAIMER OF LIABILITY:** No liability shall be accepted on account of failure of the Report to notify any Termite activity and/or damage present at or prior to the date of the Report in any areas(s) or section(s) of the subject property physically inaccessible for inspection, or to which access for Inspection is denied by or to the Licensed Inspector (including but not limited to any area(s) or section(s) so specified by the Report).
7. **DISCLAIMER OF LIABILITY TO THIRD PARTIES**


Compensation will only be payable for losses arising in contract or tort sustained by the Client named on the front of this report. Any third party acting or relying on this Report, in whole or in part, does so entirely at their own risk. However, if ordered by a Real Estate Agent or a Vendor for the purpose of auctioning a property then the Inspection Report may be ordered up to seven (7) days prior to the auction, copies may be given out prior to the auction and the Report will have a life of 14 days during which time it may be transferred to the purchaser. Providing the purchaser agrees to the terms of this agreement then they may rely on the report subject to the terms and conditions of this agreement and the Report itself.

Note: In the ACT under the Civil Law (Sale of Residential Property) Act 2003 and Regulations the report resulting from this inspection may be passed to the purchaser as part of the sale process providing it is carried out not more than three months prior to listing and is not more than six months old.
8. **COMPLAINTS PROCEDURE**

In the event of any dispute or claim arising out of, or relating to the Inspection or the Report, You must notify Us as soon as possible of the dispute or claim by email, fax or mail. You must allow Us (which includes persons nominated by Us) to visit the property (which visit must occur within twenty eight (28) days of your notification to Us) and give Us full access in order that We may fully investigate the complaint. You will be provided with a written response to your dispute or claim within twenty eight (28) days of the date of the inspection.

If You are not satisfied with our response You must within twenty one (21) days of Your receipt of Our written response refer the matter to a Mediator nominated by Us from the Institute of Arbitrators and Mediators of Australia. The cost of the Mediator will be borne equally by both parties or as agreed as part of the mediated settlement.

In the event You do not comply with the above Complaints Procedure and commence litigation against Us then You agree to fully indemnify Us against any awards, costs, legal fees and expenses incurred by Us in having your litigation set aside or adjourned to permit the foregoing Complaints Procedure to complete.

The Inspection and Report was carried out by	
Name of Inspector	Andrew Boylan
Inspectors Contact Phone No.:	
State Licence No:	167234
Dated	29 day February of 2024
SIGNED FOR AND ON BEHALF OF:	Mid North Pest & Weed Control Pty Ltd
Signature:	



PURCHASERS INFORMATION AND AUTHORITY TO ACT

PURCHASE OF 5 BRIDGE TERRACE, BURRA SA 5417

*Please complete the below information.
We may already have some of these details from you, however we are required to hold your instructions in writing, as our authority to deal with the land on your behalf.*

CLIENT DETAILS	
Full Name/s	REGIONAL COUNCIL OF GOYDER
Contact Number/s	8892 0100
Email Address/s	dstevenson@goyder.sa.gov.au
Current Postal Address	1 MARKET SQUARE, BURRA SA 5417
Forwarding Address <i>(Only if it will change after Settlement)</i>	
INSTRUCTIONS	
1	Are you obtaining Finance/Loan for this Purchase? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>(If no, go to question 2)</i> If yes, which Bank or Financial Institution holds the mortgage?
2	GST: What is the intended use of this property? Residential <input type="checkbox"/> Investment <input type="checkbox"/> Commercial <input type="checkbox"/> Farming <input type="checkbox"/> If this is not intended to be your principal place of residence; Are you currently registered for Goods and Services Tax for this property? <input type="checkbox"/> Yes <input type="checkbox"/> No
5	Details for the Preparation of Documents <ul style="list-style-type: none"> • Please provide the FULL name/s of the Purchaser/s to be registered on the Certificate of Title: REGIONAL COUNCIL OF GOYDER • Please show my address on the Title as: Purchase property address <input type="checkbox"/> or Other <input checked="" type="checkbox"/> 1 MARKET SQUARE BURRA SA 5417 <p>Note: If you intend living in the property, your new address will be shown on the Title, unless you indicate otherwise.</p>
7	<p style="text-align: right;"><i>(If no, go to question 8)</i></p> Are you an Australian Citizen, or a holder of a permanent Australian visa? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, Foreign persons (which includes natural persons and corporations) or foreign trusts that acquire an interest in residential land in South Australia are required to pay a foreign ownership surcharge (the “surcharge”) of 7% of the value of the interest in residential land. Further details will be provided to you in due course.
ACKNOWLEDGEMENTS	
10	Power, Gas & Telephone – I am/We are aware that I am/we are required to make my/our own arrangements to have power, gas and telephone connected from the date of settlement.
11	Insurance – I/We have insured all buildings and other improvements (if any) on the property before the expiration of the cooling-off period.
12	Your Will – You are dealing with assets that may affect your Will. Following the purchase you should make an

	<p>appointment to review your existing Will or make a new Will if you do not currently have one.</p>
<p>13</p>	<p>I/We authorise Mellor Olsson to:</p> <ul style="list-style-type: none"> - act on my/our behalf - prepare all such documents and to make such arrangements as are necessary to complete settlement - to receive money into and pay monies out of their trust account including: <ul style="list-style-type: none"> (a) for payment of out of pocket expenses; (b) for payment of Mellor Olsson’s professional fees at the completion of the matter; (c) transfer of money to the account of the other party to the transaction - provide my/our Bank with a copy of the Settlement Statement if required to do so.
<p>14</p>	<p>Fees and Disbursements</p> <p>We will charge you a fixed fee of \$800.00 plus GST for undertaking the conveyancing for you.</p> <p>We will also recover from you Lands Titles Office fees and all other out of pocket expenses which will be detailed in a settlement statement we will provide you. If significant extra work is required due to unforeseen circumstances we may increase your fixed fee to reflect that. We will inform you of any change.</p>
<p>AUTHORITY PROVIDED BY YOU</p>	
<p>..... Signature of DAVID JAMES STEVENSON AS CHIEF EXECUTIVE OFFICER OF REGIONAL COUNCIL OF GOYDER</p> <p>DATE:</p>	<p>..... Signature of WILLIAM DONALD GEBHARDT AS MAYOR OF REGIONAL COUNCIL OF GOYDER</p> <p>DATE:</p>

CONFIDENTIAL

CLIENT AUTHORISATION

Version 6

When this form is signed, the Representative is authorised to act for the Client in a Conveyancing Transaction(s).

Privacy Collection Statement: The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes and for the other purposes set out in clause 4.1 of this form .

Representative Reference: **VAH:C248123**

CLIENT DETAILS	CLIENT 1	CLIENT 2	
	NAME	REGIONAL COUNCIL OF GOYDER	
	ACN/ARBN		
	ADDRESS	1 MARKET SQUARE, BURRA SA 5417	

TRANSACTION DETAILS	AUTHORITY TYPE	<input checked="" type="checkbox"/> SPECIFIC AUTHORITY <small>(set out conveyancing transaction details below)</small>	<input type="checkbox"/> STANDING AUTHORITY <small>ends on revocation or expiration date: __/__/__ (tick relevant conveyancing transaction(s) below)</small>	<input type="checkbox"/> BATCH AUTHORITY <small>(attach details of conveyancing transaction(s))</small>		
		CONVEYANCING TRANSACTION(S) 1	CONVEYANCING TRANSACTION(S) 2			
	PROPERTY ADDRESS	5 BRIDGE TERRACE, BURRA SA 5417				
	LAND TITLE REFERENCE(S) <small>(and/or property description)</small>	CT 5611 / 727				
CONVEYANCING TRANSACTION(S)	<input checked="" type="checkbox"/> TRANSFER	<input type="checkbox"/> MORTGAGE	<input type="checkbox"/> CAVEAT	<input type="checkbox"/> TRANSFER	<input type="checkbox"/> MORTGAGE	<input type="checkbox"/> CAVEAT
	<input type="checkbox"/> PRIORITY NOTICE	<input type="checkbox"/> DISCHARGE/ RELEASE OF MORTGAGE	<input type="checkbox"/> WITHDRAWAL OF CAVEAT	<input type="checkbox"/> PRIORITY NOTICE	<input type="checkbox"/> DISCHARGE/ RELEASE OF MORTGAGE	<input type="checkbox"/> WITHDRAWAL OF CAVEAT
	<input type="checkbox"/> OTHER (set out below or attach details)		<input type="checkbox"/> OTHER (set out below or attach details)			
ADDITIONAL INSTRUCTIONS						

CLIENT AUTHORISATION AND SIGNING	CLIENT 1 / CLIENT AGENT 1	CLIENT 2 / CLIENT AGENT 2	
	I CERTIFY that: (a) I am the Client or Client Agent; and (b) I have the legal authority to instruct the Representative in relation to the Conveyancing Transaction(s); and (c) if I am acting as a Client Agent that I have no notice of the revocation of my authority to act on behalf of the Client. I AUTHORISE the Representative to act on my behalf, or where I am a Client Agent to act on behalf of the Client, in accordance with the terms of this Client Authorisation and any Participation Rules and any Prescribed Requirement to: (a) sign documents on my behalf as required for the Conveyancing Transaction(s); and (b) submit or authorise submission of documents for lodgment with the relevant Land Registry; and (c) authorise any financial settlement involved in the Conveyancing Transaction(s); and (d) do anything else necessary to complete the Conveyancing Transaction(s).		
	DATE / /	DATE / /	
	CLIENT/CLIENT AGENT NAME DAVID JAMES STEVENSON	CLIENT/CLIENT AGENT NAME WILLIAM DONALD GEBHARDT	
CAPACITY TRANSFeree / CHIEF EXECUTIVE OFFICER	CAPACITY TRANSFeree / MAYOR		
If applicable AUSTRALIAN CONSULAR OFFICE WITNESS or IDENTITY AGENT (if not a Representative Agent)	If applicable AUSTRALIAN CONSULAR OFFICE WITNESS or IDENTITY AGENT (if not a Representative Agent)		
NAME	DATE	NAME	DATE

REPRESENTATIVE DETAILS AND SIGNING	REPRESENTATIVE	REPRESENTATIVE AGENT (if applicable)	
	NAME	Mellor Olsson	
	ACN/ARBN	44 157 825 957	
	ADDRESS	Pirie House, Level 6, 89 Pirie Street Adelaide SA 5000	
	I/We CERTIFY that reasonable steps have been taken to ensure that this Client Authorisation was signed by each of the persons named above as Client or Client Agent. SIGNATURE OF REPRESENTATIVE OR REPRESENTATIVE AGENT IF APPLICABLE:		
	DATE / /	DATE / /	
SIGNATORY NAME:	VICTORIA ANN HUGHES	SIGNATORY NAME:	
CAPACITY:	REGISTERED CONVEYANCER	CAPACITY:	

Terms of this Client Authorisation

1. What is Authorised

The Client authorises the Representative to act on behalf of the Client in accordance with the terms of this Client Authorisation and any Participation Rules and any Prescribed Requirement to:

- (a) sign documents on the Client's behalf as required for the Conveyancing Transaction(s); and
- (b) submit or authorise submission of documents for lodgment with the relevant Land Registry; and
- (c) authorise any financial settlement involved in the Conveyancing Transaction(s); and
- (d) do anything else necessary to complete the Conveyancing Transaction(s).

The Client acknowledges that the Client is bound by any documents required in connection with a Conveyancing Transaction that the Representative signs on the Client's behalf in accordance with this Client Authorisation.

2. Mortgagees

Where:

- (a) the Representative represents the Client in the Client's capacity as mortgagee; and
- (b) the Client represents to the Representative that the Client has taken reasonable steps to verify the identity of the mortgagor,

the Client indemnifies the Representative for any loss resulting from the Client's failure to take reasonable steps to verify the identity of the mortgagor.

3. Revocation

This Client Authorisation may be revoked by either the Client or the Representative giving notice in writing to the other that they wish to end this Client Authorisation.

4. Privacy and Client information

4.1 The Client acknowledges that information relating to the Client that is required to complete or process the Conveyancing Transaction(s), including the Client's Personal Information, may be collected, stored and used by, and disclosed to, stored and used by:

- (a) the Duty Authority;
- (b) the ELNO;
- (c) the Land Registry;
- (d) the Registrar;
- (e) the Representative;
- (f) Subscribers; and
- (g) third parties (who may be located overseas), involved in the completion or processing of the Conveyancing Transaction(s), for the purpose of completing and processing the Conveyancing Transaction(s) or as required by law, including for the purpose of a Compliance Examination.

4.2 The Client consents to the collection, disclosure, storage and use of information relating to the Client as acknowledged under clause 4.1.

4.3 For further information about the collection, disclosure, storage and use of your Personal Information, refer to the privacy policy of the persons listed in clause 4.1(a) to (g).

5. Applicable law

This Client Authorisation is governed by the law in force in the Jurisdiction in which the Property is situated. The Client and the Representative submit to the non-exclusive jurisdiction of the courts of that place.

6. Meaning of words used in this Client Authorisation

In this Client Authorisation, capitalised terms have the meaning set out below:

Australian Consular Office Witness means a person listed in section 3 of the *Consular Fees Act 1955* (Cth).

Batch Authority means an authority for the Representative to act for the Client in a batch of Conveyancing Transactions details of which are attached to this Client Authorisation.

Capacity means the role of the signatory (for example an attorney or a director of a company).

Client means the person or persons named in this Client Authorisation.

Client Agent means a person authorised to act as the Client's agent but does not include the Representative acting solely in this role.

Compliance Examination has the meaning given to it in the ECNL.

Conveyancing Transaction has the meaning given to it in the ECNL.

Duty Authority means the State Revenue Office of the Jurisdiction in which the property is situated.

ECNL means the Electronic Conveyancing National Law as adopted or implemented in a Jurisdiction by the application law, as amended from time to time.

ELNO means Electronic Lodgment Network Operator.

Identity Agent means a person appointed in writing by either a Representative, or a mortgagee represented by a Representative, to act as the agent of the Representative or mortgagee, and who:

- (a) the Representative or mortgagee reasonably believes is reputable, competent and appropriately insured; and
- (b) is authorised by the Representative or mortgagee to conduct verification of identity on behalf of the Representative or mortgagee in accordance with the Verification of Identity Standard.

Jurisdiction means an Australian State or Territory.

Land Registry means the agency of a State or Territory responsible for maintaining the Jurisdiction's titles register and, where the responsibility has been delegated, it includes the delegate.

Participation Rules means the rules relating to use of the electronic lodgment network determined by the Registrar from time to time.

Personal Information has the meaning given to it in the *Privacy Act 1988* (Cth).

Prescribed Requirement means any published requirement of the Registrar that Representatives are required to comply with.

Registrar means the Recorder of Titles in Tasmania; the Registrar-General in Australian Capital

Territory, New South Wales, Northern Territory and South Australia; and the Registrar of Titles in Queensland, Victoria and Western Australia.

Representative is the Australian legal practitioner, law practice or licensed conveyancer named in this Client Authorisation who acts on behalf of the Client and under the relevant legislation of the Jurisdiction in which the property is situated can conduct a Conveyancing Transaction.

Representative Agent means a person appointed in writing by a Representative to act as the agent of the Representative including to sign the Client Authorisation. For the avoidance of doubt this can include an Identity Agent if so authorised.

Specific Authority means an authority for the Representative to act for the Client in completing the Conveyancing Transactions described in this Client Authorisation.

Standing Authority means an authority for the Representative to act for the Client as described in this Client Authorisation for the period of time set out in this Client Authorisation.

Subscriber has the meaning given to it in the ECNL.

Our Ref: CB:VAH:CMH:C248123

15 March 2024

Regional Council of Goyder
 1 Market Square
 BURRA SA 5417

PURCHASER'S SETTLEMENT STATEMENT

**PURCHASE OF 5 BRIDGE TERRACE, BURRA SA 5417
 SETTLEMENT DATE: MONDAY, 25 MARCH 2024**

	Dr	Cr
To: Purchase Price	\$550,000.00	
By: Deposit Paid		\$55,000.00
To: Adjustment of Rates & Taxes payable by you as at Monday, 25 March 2024		
Council Rates: \$2,358.95 per annum Paid to 30/06/2024 - Purchaser to pay 98 days.	\$631.63	
Emergency Services Levy: \$18.00 per annum Paid to 30/06/2024 - Purchaser to pay 98 days.	\$4.81	
SA Water: \$296.80 per annum Paid to 31/03/2024 - Purchaser to pay 7 days.	\$5.68	
To: Payment of Fees and Disbursements to Mellor Olsson		
*Revenue SA – Stamp Duty on Transfer	\$24,080.00	
*Lands Titles Office – Registration Fee on Transfer	\$5,123.00	
*Conveyancing Fees inc GST	\$880.00	
*PEXA Transaction Fee	\$132.66	
*Balance due by you at Settlement	\$525,857.78	
	\$580,857.78	\$580,857.78

E & O E

We have examined this Settlement Statement and **HEREBY AUTHORISE AND REQUEST** that all items marked with an asterisk are to be paid from monies held in trust.

We further **AUTHORISE AND REQUEST** for all or any part of the purchase price and the adjustments set out above, to be paid from monies held in **Mellor Olsson's Trust Account**, as directed or required by the Vendor's representative to effect settlement of the purchase of the above property, via the pexa platform or otherwise, taking into account any monies to be paid from any other source i.e. financial institution, without requiring any further direction from us.

Adelaide
 Pirie house, Level 6, 89 Pirie Street
 Adelaide SA 5000
 GPO Box 74 Adelaide SA 5001
 P 08 8414 3400

Port Lincoln
 11 Mortlock Terrace
 Port Lincoln SA 5606
 PO Box 411 Port Lincoln SA 5606
 P 08 8682 3133

Clare
 165 Main North Road
 Clare SA 5453
 PO Box 671 Clare SA 5453
 P 08 8842 1833

Barossa Valley
 41 Tanunda Road
 Nuriootpa SA 5355
 PO Box 339 Nuriootpa SA 5355
 P 08 8561 1000

15 March 2024

.....

Signature of
**DAVID JAMES STEVENSON AS
CHIEF EXECUTIVE OFFICER OF
REGIONAL COUNCIL OF GOYDER**

DATE:

.....

Signature of
**WILLIAM DONALD GEBHARDT AS MAYOR
OF REGIONAL COUNCIL OF GOYDER**

DATE:

CONFIDENTIAL

BANK DETAILS FOR MELLOR OLSSON LAW PRACTICE TRUST ACCOUNT

Electronic Funds Transfer

Account Name: Mellor Olsson Law Practice Trust Account

BSB: 105 900

Account No: 977420040

Please Quote Payment Reference: C248123

Due to the insecure nature of email, if you are paying funds into our trust account please call Mellor Olsson on 8414 3400 to confirm our bank details.

Adelaide

Pirie house, Level 6, 89 Pirie Street
Adelaide SA 5000
GPO Box 74 Adelaide SA 5001
P 08 8414 3400

Port Lincoln

11 Mortlock Terrace
Port Lincoln SA 5606
PO Box 411 Port Lincoln SA 5606
P 08 8682 3133

Clare

165 Main North Road
Clare SA 5453
PO Box 671 Clare SA 5453
P 08 8842 1833

Barossa Valley

41 Tanunda Road
Nuriootpa SA 5355
PO Box 339 Nuriootpa SA 5355
P 08 8561 1000

Regional Offices (By appointment only) P 1300 414 414 Balaklava, Burra, Bordertown, Ceduna, Cleve, Cummins, Elliston, Kadina, Keith, Kimba,