



Public Notice Details

Application Details

Application No	DA2600073
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Property Details

Property Location	7 Chevalier Street Campania
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Application Information

Application Type	Discretionary Development Application
Development Category	Garage & Carport
Advertising Commencement Date	19/06/2026
Advertising Closing Period	01/07/2026

If the Council Offices are closed during normal office hours within the above period, the period for making representations is extended.

If you need any further information, you're welcome to contact the Planning Department. A planner in the Development and Environmental Services section can be reached on 6254 5050 or at planningenquiries@southernmidlands.tas.gov.au.

Representations on this application may be made to the General Manager in writing either by

Post: PO Box 21, Oatlands Tas 7120
Email: mail@southernmidlands.tas.gov.au
Fax: 03 6254 5014

All representations must include the authors full name, contact number and postal address and be received by the advertising closing date.

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9/06/2026



LEGEND:
COVER PAGE
PAGE 1# SITE PLAN
PAGE 2# FLOOR PLAN/ELEVATIONS

CHECK CAREFULLY ALL ASPECTS OF THESE DOCUMENTS BEFORE COMMENCING WORK.

ANY ERRORS OR ANOMALIES TO BE REPORTED TO THE DRAWER BEFORE WORK IS CONTINUED

CONFIRM ALL SIZES AND HEIGHTS ON SITE

DO NOT SCALE OFF PLAN

ALL CONSTRUCTION IS TO COMPLY WITH THE BUILDING CODE OF AUSTRALIA AND ALL RELEVANT AUSTRALIAN STANDARDS

CONSTRUCTION STANDARDS:
ALL WORKS SHOULD BE GENERALLY INLINE WITH THE PRACTICES SET OUT IN THE 'GUIDE TO STANDARDS AND TOLERANCES 2007'

WIND LOADS DETERMINED IN ACCORDANCE WITH AS 4055 - WIND LOADS FOR HOUSING

THESE DOCUMENTS TO BE USED WITH ALL DOCUMENTATION PREPARED BY AN ENGINEER

THESE DOCUMENTS ARE INTENDED FOR COUNCIL APPLICATIONS AND NORMAL CONSTRUCTION, THEY ARE NOT TO BE USED FOR TENDERING PURPOSES OR INSPECTIONS.

THIS DESIGN IS COVERED UNDER COPYRIGHT AND ANY CHANGES MUST BE CONFIRMED BY "WILKIN DESIGN & DRAFTING" THE DRAWER RETAINS ALL "INTELLECTUAL PROPERTY"

REQUIREMENTS OF SCHEDULE 1

DESIGNER : T. WILKIN - CC678X
PROJECT ADDRESS : 7 CHEVALIER ST CAMPANIA TAS 7026
CLIENT NAME : T. WEBB & L. BUCKLEY
TITLE REF : 175724/29
FLOOR AREA : 70.60m²
DESIGN WIND SPEED : N2
SOIL CLASSIFICATION : M
CLIMATE ZONE : 7
BAL LEVEL : LOW
ALPINE AREA : N/A
CORROSION ENVIRONMENT : N/A
KNOWN SITE HAZARDS : NONE

INDEX OF APPLICATION SET:
ARCHITECTURAL DRAWINGS - PAGE 00 - 02
ENGINEERING DRAWINGS - NO
SPECIFICATIONS - NO
ADDITIONAL PAGES - FORM 35

PROPOSED GARAGE/CARPORT FOR T. WEBB & L. BUCKLEY AT 7 CHEVALIER ST CAMPANIA TAS 7026



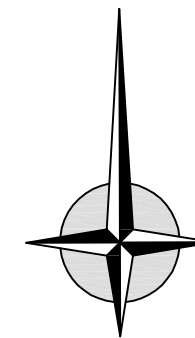
wilkin
design

P.O. BOX 478
LAUNCESTON
TASMANIA 7250

ACCREDITATION NO:
CC678 X

DATE:
09/06/2026

JOB NUMBER:
DA/BA-26SRWEBB



7 CHEVALIER ST
CAMPANIA TAS 7026

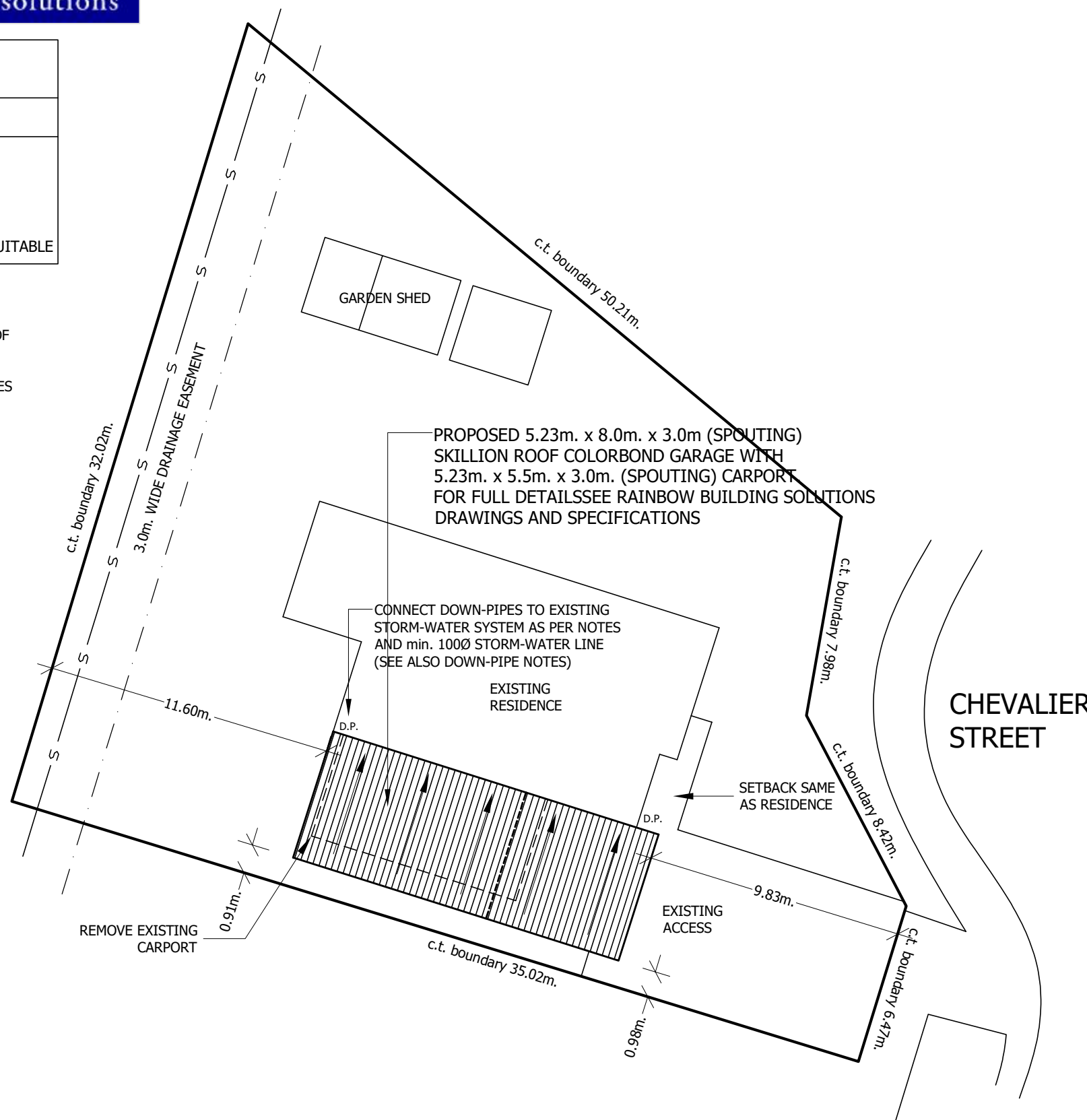
TITLE REF: 175724/29
PROPERTY ID: 3607713
TITLE AREA = 808.00m²

NOTE: TABLE FOR UNPROTECTED EMBANKMENT SLOPES
SLOPE = H:L

SOIL TYPE	COMPACTED FILL	CUT
STABLE ROCK	2:3	8:1
SAND	1:2	1:2
SILT	1:4	1:4
CLAY (FIRM)	1:2	1:1
CLAY (SOFT)	NOT SUITABLE	2:3
SOFT SOILS	NOT SUITABLE	NOT SUITABLE

DOWN-PIPE PROVISIONS;

- NO MORE THAN 12.0m. BETWEEN DOWN-PIPES
- IF 100 x 50 DOWN-PIPES INSTALLED MAX. OF 50.0m² OF ROOF AREA TO EACH ONE
- DOWN-PIPE WITHIN 1200 OF VALLEY
- ENSURE EXISTING SPOUTING AND ROOF AREA STILL COMPLIES IF DISCHARGING ONTO EXISTING ROOF



NOTE:
THESE PLANS HAVE BEEN PREPARED ALONGSIDE INFORMATION AND DIMENSIONS FROM BOTH THE DIRECT CLIENT, TheList AND ONLINE INFORMATION. ALL ASPECTS OF THE DRAWING SHOULD BE CHECKED THOROUGHLY BEFORE COMMENCEMENT OF WORK. IF IN DOUBT SEEK ADVICE FROM WILKIN DESIGN.

SET OUT NOTES:
- THE BUILDER IS TO SET OUT THE WORKS IN CONJUNCTION WITH THE ACCOMPANYING PLANS. THE FINAL POSITION IS TO BE CONFIRMED BY THE CLIENT AS TO BEING CORRECT. ALL DIMENSIONS HEIGHTS AND LEVELS ARE TO BE CONFIRMED ON SITE BY ALL PARTIES INCLUDING LOCAL COUNCIL, OWNER AND ENGINEER BEFORE ANY EXCAVATION IS TO BE CARRIED OUT.

PLUMBING NOTES:
- ALL PLUMBING WORK BOTH WASTE AND WATER TO COMPLY WITH CURRENT BCA AND AS 3500 WITH ALL LOCAL COUNCIL REQUIREMENTS SATISFIED.
- ALL DRAINS ARE TO BE 100mm PVC SEWER PIPE SET IN 12mm BLUOMETAL WITH A MINIMUM DEPTH OF 500mm ALL AS PER AS 3500 "PLUMBING AND DRAINAGE".
- STORMWATER DRAIN INSTALLATION SHALL COMPLY WITH AS 3500.

SITE PLAN
1:200

NOTE: ALL DIMENSIONS TO BE CONFIRMED ON SITE.



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ACCREDITATION NO:
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NOTES:

PROJECT TITLE:
WEBB GARAGE/CARPORT
7 CHEVALIER ST
CAMPANIA

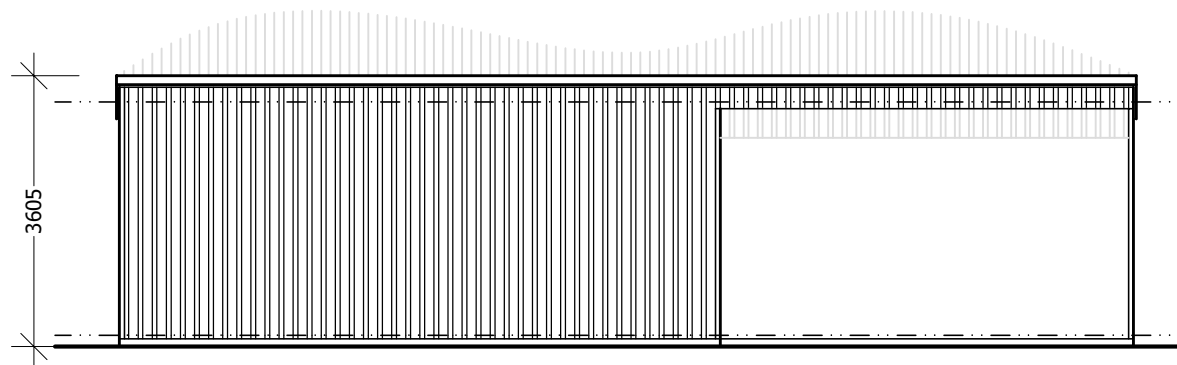
REVISION:

DATE:
09/06/2026

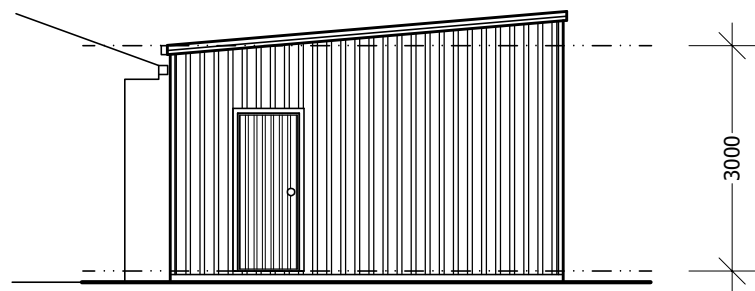
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JOB NUMBER:
DA/BA-26SRWEBB

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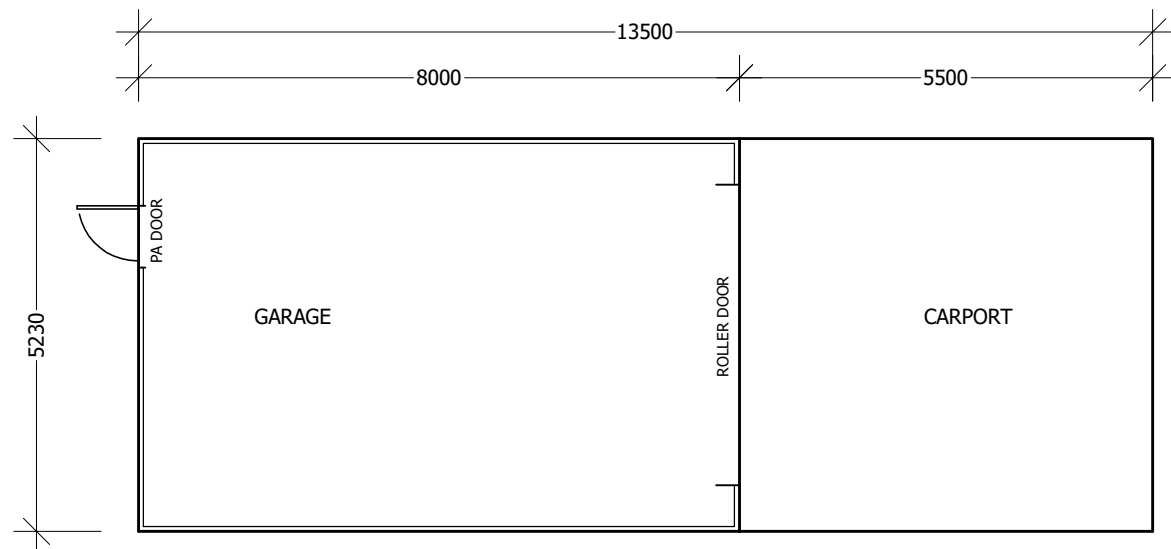
SOUTH ELEVATION
1:100



WEST ELEVATION
1:100



EAST ELEVATION
1:100



FLOOR PLAN
1:100



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NOTES:

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WEBB GARAGE/CARPORT
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SCALE:
AS SHOWN

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PAGE:
02 of 02

Quote Valid for 30 days.

3/06/2026

Application for Credit to Rainbow Roofing & Garages Pty Ltd (ABN 83 114 191 481) T/A Rainbow Building Solutions / **Contract**

Name of Buyer/Customer: Terry Webb Quote No: SOR01_16445
 Postal Address: 7 Chevalier Street, CAMPANIA, TAS, 7026
 Site Address: 7 Chevalier Street, CAMPANIA, TAS, 7026
 Telephone: 0484699619 | Mobile: 0484699619 | Email: terrylyn129@gmail.com

Goods (also referred to in the General Terms & Conditions of Trade as the Collateral) sought to be purchased

Description of Building: 5230 x 13500 x 3000mm garaport in Colorbond
 5.23 x 8.0m enclosed shed + 5.23 x 5.5m carport
 Notes/Extras: Includes 1 sectional door + motor & 1 PA Door
 Attached Lysaght frame back to dwelling, enclosed with Colorbond cladding. Includes Infill
 small area between house and shed at the front and back to fully enclose area (light gaps
 will be present - wont be fully dust/water sealed)

Design Factors: Importance Level 1 & 2, Region A, Terrain Cat 2.5 (41 m/s). Class 10a & 7b only, other POA.
Other Details: Price also includes all engineers' plans, specs & slab design ready for council submission to suit soil type
 Class A, S & M only. Other soil types POA. Additional charges may apply for a site plan, BAL Assessment,
 Speciality Environmental or Management Reports if required by local council. No allowance has been made
 for any additional loads, ie hoists, snow loads or solar panels etc. Please enquire if required.

Building type: Skillion Shed See sketch for door and/or window opening sizes.

	Width	Length	Height	Roof Pitch	Bay Size
Main	5.23m	13.50m	3.00m	5°	3 @ 5.5m

Wall Cladding: 0.42 BMT (0.47 TCT) Monoclad High Rib Colorbond®, Woodland Grey
Roof Cladding: 0.42 BMT (0.47 TCT) Corrugated Colorbond®, Woodland Grey
Skylight: 0 Skylights Panels,
Roller Doors: 1 x 2200H x 4000W **Opening Slimline Sectional Door with motor** Monument
PA Doors: 1 x PA Door 820w x 2040h, 180 deg outward opening Colorbond Woodland Grey
Windows: No Windows
Glass Sliding Doors: No Glass Sliding Doors
Roof Vents: No Roof Vents
Barge: Garage Barge, Woodland Grey
Gutter: Quad Gutter 115 High Tensile, Woodland Grey
Down Pipes: 90mm round PVC, no allowance to connect downpipes, by licensed plumber
Wall Insulation: No Insulation.
Roof Insulation: No Insulation.

Kit Total - delivered to site:	\$29,860.00
Deposit - required to secure engineering plans and order building (20%): (Payable upon signing contract)	\$5,970.00
Kit Balance - payable as two (2) equal progress claims: upon order and before delivery to site:	\$23,890.00
Council Approvals - including site plan (Form 35), planning approval incl. advertising, private building surveyor, building notification fees, TasWater Exemption, admin fee. A signed Agent Authorisation form is also required: (Payable upon signing contract.)	\$5,190.00
Concrete Footings (x4) – set out dig and pour new concrete pad footings on site, assuming cleared & level ground with maximum fall +/- 100mm (excavation POA), stable soil. No allowance for rock breaker or rock removal or removal of any fill or soil (remain on site). Finished footing height (FFL) to be 30-50mm minimum above ground level (NGL). No allowance for any steps, ramps or aprons outside of the building footprint, POA (Payable upon completion of the works)	\$3,600.00
Installation - onto existing concrete slab or footings, mains power required on site at all times (generator \$150 extra per day if no mains). Installed in accordance with WHS Act & Regulations 2012. Down pipes and plumbing connection by others: (Payable upon completion of the works)	\$12,440.00
Grand Total (inc GST):	\$51,090.00

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To convert this quote into a contract of sale please complete the information below and contact us:

3/06/2026

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Quote No: SOR01 16445

Order before Council Approval

I understand that I am liable for the building regardless if I receive Council approval or not. Any cancellations or change to size or colour will not be accepted after 24 hours of ordering.

Await Council Approval

Condition subsequent: I understand that upon acceptance of this Application by the Seller this Contract comes into being provided always that this Contract thereafter automatically terminates; (a) if the Local Council rejects my application for approval for the construction of the building for which the Goods/collateral sought to be purchased are to be used, then upon such rejection, I am entitled to a refund of my deposit less the cost of engineering plans & certificates retained by you for the cost of the plans; or alternatively (b) in the event that any Credit Report obtained by you is not favourable, (and thereafter you do not accept this application); I am entitled to a refund of my deposit less the cost of engineering plans & certificates. (c) in the event of any published price variations whilst awaiting for council approval or otherwise the contracted price may vary during this time.

Order Products Now

Date: _____

Initials: _____

I certify that the above information is true and correct. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Rainbow Roofing & Garages Pty Ltd T/A Rainbow Building Solutions which form part of and are intended to be read in conjunction with this QUOTE / CONTRACT form and agree to be bound by those conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein.

Rainbow/Supplier Signature: *Josh Smith*

Customer/Client Signature: *Terry Webb*
Customer (Referred to the General Terms & Conditions of Trade as The Buyer)

Full Name: Christie Smith

Full Name: Terry Webb

Date: 04/06/2026

Date: 3.6.2026

Optional Extras: Not already included in price, unless otherwise stated specifically on page 1:

Tick as many as applicable:

Foam Cell Shed Liner – 4.0mm Reflects up to 95% radiant heat, allowing for cooler internal conditions in hot and humid climates. No support mesh required. Not suitable for commercial buildings. Extra Heavy Duty (EHD) rating, providing maximum strength and durability. Aids in the prevention of condensation. Includes a 150mm foil flap to maximise coverage and requires no taping for rapid installation. Incorporates an anti-glare coating on one side for added install safety.	Wall Insulation: \$1,485.00	Wall Installation: \$1,180.00 - Install (If needed)	<input type="checkbox"/>
	Roof Insulation: \$990.00	Roof Installation: \$470.00 - Install (If needed)	<input type="checkbox"/>
 Remote operated roller door motors Merlin MR655evo - -all units above come with 2 keychain remotes + 1 wall mount remote 	 NA - SECTIONAL DOOR SUPPLIED WITH MOTOR \$480.00 \$120.00 install 		<input type="checkbox"/>
Roof whirly birds in colorbond 300mm throat diameter ventilators exhaust hot air trapped in the roof space and lowers inside temperatures. Dampness and condensation are removed helping prevent mould and mildew. Suitable on all roof pitches Provides natural ventilation powered by the wind.	\$190.00 Each. \$140.00 install per each.		<input type="checkbox"/>

The Rainbow Guarantee

Rainbow guarantees to deliver your shed in full, every time.*



As an independent Tasmanian owned and operated business, Rainbow has developed a strict and thorough quality control and detailed checking system over the past decade - to help reduce and even eliminate the chance of damaged or missing parts in each and every shed we deliver. We are so confident that everything will be delivered to site as expected, that if you do discover a discrepancy, just call us and we will make it our top priority to immediately rectify the situation. Rainbow will be responsible for the cost of repair or replacement of parts and delivery for an appropriate resolution. Together with our 15 year BlueScope Steel Warranty, we believe in solid measures to guarantee you get exactly what you expect in a Rainbow shed, and enjoy it for years to come.

*Conditions apply, visit <http://www.rainbowbuilding.com.au/terms-and-conditions/>

COLORBOND®, BlueScope, the BlueScope brand mark and @ colour names are registered trade marks of BlueScope Steel Limited. Activate™ and ™ colour names are trade marks of BlueScope Steel Limited. © 2014 BlueScope Steel Limited ABN 16 000 011 058. All rights reserved.

- 1. Definitions**
- 1.1 **"Acknowledgment Document"** means the document signed by the Client and the Supplier, which acknowledges the extent and effect of the Client provides to the Supplier in consideration of the provision of security of Goods.
- 1.2 **"Client"** means the persons, entities or a person acting on behalf of and with the authority of the Client to provide the Services as specified in any proposal, quotation,
- 2.8
- (a) if there is more than one Client, is a reference to each Client jointly and severally, and
3. (b) if the Client is a partnership, it shall bind each partner jointly and severally; and
- 3.1 (c) if the Client is a part of a Trust, shall be bound in their capacity as a trustee; and
- 3.2 (d) includes the Client's executors, administrators, successors and permitted assigns.
- 1.3 **"Confidential Information"** means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, Contracts, client information (including but not limited to, **"Personal Information"** such as: name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) and pricing details.
- 3.3
- 1.4 **"Contract"** means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.
- 1.5 **"Cookies"** means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website and can be accessed either by the web server or the client's computer. If the Client does not wish to allow Cookies to operate in the background when using the Supplier's website, then the Client shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to making enquiries via the website.
4. 1.6 **"GST"** means Goods and Services Tax as defined within the 'A New Tax System (Goods and Services Tax) Act 1999' (Cth).
- 4.2
- 1.7 **"Intended Use"** means a product and the use thereof, for which the building product is intended to be, or is reasonably likely to be, associated with a building.
- 1.8 **"Non-Conforming Building Product"** means building products that are regarded as Non-Conforming for an Intended Use if, when associated with a building:
- (a) the product is not, or will not be, safe; or
- (b) does not, or will not, comply with the relevant regulatory provisions; or
- (c) the product does not perform, or is not capable of performing, for the use to the standard it is represented to conform by or for a person in the chain of responsibility for the product.
5. 1.9 **"Price"** means the Price payable (plus any GST where applicable) for the Services as agreed between the Supplier and the Client in accordance with clause 7 below.
- 5.1
- 1.10 **"Services"** means all Services (including consultation, manufacturing and/or installation services) or Goods supplied by the Supplier to the Client at the Client's request from time to time (where the context so permits the terms 'Services' or 'Goods' shall be interchangeable for the other).
6. 1.11 **"Supplier"** means Rainbow Roofing & Garages Pty Ltd T/A Rainbow Building Solutions, its successors and assigns or any person acting on behalf of and with the authority of Rainbow Roofing & Garages Pty Ltd T/A Rainbow Building Solutions.
- 6.1
- 1.12 **"Worksite"** means the address nominated by the Client to which the Goods are to be supplied by the Supplier.
- 6.2
- 2. Acceptance**
- 2.1 The parties acknowledge and agree that:
- (a) they have read and understood the terms and conditions contained in this Contract; and
- (b) the parties are taken to have exclusively accepted and are immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Services.
7. 2.2 In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.
- 2.3 Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.
- 2.4 The Client acknowledges and accepts that:
- (a) the supply of Services on credit shall not take effect until the Client has completed a credit application with the Supplier and it has been approved with a credit limit established for the account. In the event that the supply of Services requested exceeds the Client's credit limit and/or the account exceeds the payment terms, the Supplier reserves the right to refuse delivery;
- (b) lead times may apply to the Goods selected (subject to current production levels). The lead time shall commence after a final measure and upon receipt of this signed Contract;
- (c) Goods for accepted orders may be subject to availability and if, for any reason, Goods are not or cease to be available, the Supplier reserves the right to substitute comparable Goods (or components of the Goods) and vary the Price as per clause 7.2. In all such cases the Supplier will notify the Client in advance of any such substitution, and also reserves the right to place the Client's order and/or Services on hold, as per clause 10.2 until such time as the Supplier and the Client agree to such changes; and
- (d) plans supplied have slab designs for soil classifications A, S and M only, engineering drawings for all other soil classes are at the expense of the Client.
- 7.3 2.5 The Client must, within twenty (20) working days of the date of this Contract, provide the Supplier written evidence, to the Supplier's satisfaction, of the following:
- (a) the Client's title to the Worksite;
- (b) any easements, restrictions or covenants that affect the Worksite;
- (c) the Client's capacity to pay the Contract Price as and when required by this Contract and, where monies are to be borrowed in accordance with clause 6;
- (d) that, if required, notwithstanding clause 6, the bank account has been established and the amount required to be paid into the account has been paid in clear funds;
- (e) details of any inspections required by the financial institution, if any; and
- (f) copies of any planning approval and proof of payment of the relevant fees, where the Client is responsible for obtaining approval.
- 7.5 2.6 If any of the requirements set out in clause 2.5 are not satisfied within the time required, then at any time prior to the Supplier commencing any Services, the Supplier may, by written notice to the Client:
- (a) end this Contract in accordance with clause 22; or
- (b) extend the time for the Client to satisfy the requirements of clause 2.5.
- 2.7 The Supplier shall accept no responsibility for any services undertaken by any third party contractor employed by the Client (including, but not limited to, any assembling of the Goods and/or
- groutworks/concreting carried out on behalf of the Client must be executed by a certified concreter and upon request by the Supplier such evidence is to be supplied). If the Client believes that they have any claim in relation to the services undertaken by that third party then said claim must be made direct to the third party contractor in the first instance. Payment for all other associated services shall be paid direct to that third party contractor unless previously arranged.
- 7.6 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 7 of the Electronic Transactions Act 2000 or any other applicable provisions of that Act or any Regulations referred to in that Act.
- 7.7
- 7.8
- Authorized Representatives**
- Unless otherwise limited as per clause 3.2 the Client agrees that should the Client introduce any third party to the Supplier as the Client's duly authorised representative, that once introduced that person shall have the full authority of the Client to order any Goods or Services on the Client's behalf and/or to request any variation to the Services on the Client's behalf (such authority to continue until all requested Services have been completed or the Client otherwise notifies the Supplier in writing that said person is no longer the Client's duly authorised representative).
- 7.9 In the event that the Client's duly authorised representative as per clause 3.1 is to have only limited authority to act on the Client's behalf, then the Client must specifically and clearly advise the Supplier in writing of the parameters of the limited authority granted to their representative.
- The Client specifically acknowledges and accepts that they will be solely liable to the Supplier for all additional costs incurred by the Supplier (including the Supplier's profit margin) in providing any Services, Goods or variation's requested by the Client's duly authorised representative (subject always to the limitations imposed under clause 3.2 (if any)).
- 8.1
- Errors and Omissions**
- The Client acknowledges and accepts that the Supplier shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):
- (a) resulting from an inadvertent mistake made by the Supplier in the formation and/or administration of this Contract; and/or
- (b) contained in/omitted from any literature (hard copy and/or electronic) supplied by the Supplier in respect of the Services.
8. 8.1 In circumstances where the Client is required to place an order for Goods, in writing, or otherwise as permitted by these terms and conditions, the Client is responsible for supplying correct order information such as, without limitation, measurements and quantity, when placing an order for Goods (whether they are made to order Goods or not) ("Client Error"). The Client must pay for all Goods it orders from the Supplier notwithstanding that such Goods suffer from a Client Error and notwithstanding that the Client has not taken or refuses to take delivery of such Goods. The Supplier is entitled to, at its absolute discretion to waive its right under this sub-clause in relation to Client Errors.
- Change in Control**
- The Client shall give the Supplier not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number(s), change of trustees, or business practice). The Client shall be liable for any loss incurred by the Supplier as a result of the Client's failure to comply with this clause.
9. 9.1
- 9.2
- Finance**
- If this Contract is conditional upon the Client obtaining capital funding from a financial institution then they shall provide the Supplier with written confirmation of the loan approval within five (5) working days of the date of signing this Contract.
- 9.3 In the event any such loan application is declined then the Client shall have the right to withdraw from this Contract subject to the Client providing the Supplier with written evidence within five (5) working days of the date of signing this Contract that the loan was declined. Upon receipt of such evidence the Supplier shall refund the Client any deposit paid less any expenses incurred by the Supplier for any Services performed to date.
- Price and Payment**
- At the Supplier's sole discretion, the Price shall be either:
- (a) as indicated on invoices provided by the Supplier to the Client in respect of Services performed or upon placement if an order for the Goods; or
- (b) the Price as at the date of delivery of the Services according to the Supplier's current price list, as previously disclosed to the Client upon the Client's placement of an order for Goods; or
- (c) the Supplier's quoted Price (subject to clause 7.2) which shall be binding upon the Supplier provided that the Client shall accept the Supplier's quotation in writing within thirty (30) days.
10. 10.1 The Supplier reserves the right to change the Price:
- (a) if a variation to the Goods which are to be supplied is requested; or
- (b) if a variation to the Services originally scheduled (including any applicable plans, consents, permits or specifications) is requested; or
- (c) where additional Services are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, poor weather, limitations to accessing the Worksite, obscured building/Worksite defects, incorrect measurements, plans and/or specifications provided by the Client, as a result of delays from third party suppliers, safety considerations (discovery of asbestos, etc.), prerequisite work by any third party not being completed, lack of required utilities, remedial work required due to existing workmanship being of a poor quality or non-compliant to the building code, hard rock barriers below the surface, iron reinforcing rods in concrete or hidden pipes and wiring, etc.) which are only discovered on commencement of the Services; or
- (d) in the event of increases to the Supplier in the cost of labour or Goods which are beyond the Supplier's control.
- 10.2 Variations will be charged for on the basis of the Supplier's quotation, and will be detailed in writing, and shown as variations on the Supplier's invoice. The Client shall be required to respond to any variation submitted by the Supplier within ten (10) working days. Failure to do so will entitle the Supplier to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.
- 10.3 At the Supplier's sole discretion, a reasonable non-refundable deposit may be required upon placement of an order for Goods, in accordance with any quotation provided by the Supplier or as notified to the Client prior to the placement of an order for Goods. The deposit amount or percentage of the Price will be stipulated at the time of the order of the Goods and shall become immediately due and payable.
- 10.4 Time for payment for the Services being of the essence, the Price will be payable by the Client on the date/s determined by the Supplier, which may be:
- (a) on completion of the Services; or
- (b) by way of progress payments in accordance with the Supplier's specified progress payment schedule. Such progress payment claims may include the reasonable value of authorised variations and the value of any Goods delivered to the Worksite but not yet installed; or
- (c) the date specified on any invoice or other form as being the date for payment; or
- (d) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by the Supplier.
- 10.5 At the Supplier's discretion a charge may be made for storage costs, as determined by the Supplier and will be shown as an extra on the invoice. Payment for all extras must be made in full at their time of completion.
- 10.6 Payment may be made by electronic-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Client and the Supplier.
- 10.7 The Supplier may in its discretion allocate any payment received from the Client towards any invoice that the Supplier determines and may do so at the time of receipt or at any time afterwards. On any default by the Client the Supplier may re-allocate any payments previously received and allocated. In the absence of any payment allocation by the Supplier, payment will be deemed to be allocated in such manner as preserves the maximum value of the Supplier's Purchase Money Security Interest (as defined in the PPSA) in the Goods.
- 10.8 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by the Supplier nor to withhold payment of any invoice because part of that invoice is in dispute. Once in receipt of an invoice for payment, if any part of the invoice is in dispute, then the Client must notify the Supplier in writing within three (3) business days, the invoice shall remain due and payable for the full amount, until such time as the Supplier investigates the disputed claim, no credit shall be passed for refund until the review is completed. Failure to make payment may result in the Supplier placing the Client's account into default and subject to default interest in accordance with clause 21.1.
- 10.9 Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to the Supplier an amount equal to any GST the Supplier must pay for any supply by the Supplier under this or any other Contract for the sale of the Goods. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.
- Product Specifications**
- The Client acknowledges that:
- (a) all descriptive specifications, illustrations, drawings, data, dimensions, ratings and weights stated in the Supplier's or the manufacturer's fact sheets, price lists or advertising material, are approximate only and are given by way of identification only. The Client shall not be entitled to rely on such information, and any use of such does not constitute a sale by description, and does not form part of the Contract, unless expressly stated as such in writing by the Supplier; and
- (b) while the Supplier may have provided information or figures to the Client regarding the performance of the Goods, the Client acknowledges that the Supplier has given these in good faith, and are estimates based on industry prescribed estimates.
- Accuracy of Plans**
- The Supplier shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Client. The Client acknowledges and agrees that in the event that any of this information provided by the Client is inaccurate, the Supplier accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other information.
11. 11.1 All customary building industry tolerances shall apply to the dimensions and measurements of the Services unless the Supplier and the Client agree otherwise in writing.
- 11.2 Where the Client is to supply the Supplier with any design specifications (including, but not limited to CAD drawings) the Client shall be responsible for providing accurate data. The Supplier shall not be liable whatsoever for any errors in the Services that are caused by incorrect or inaccurate data being supplied by the Client. In the event the Client gives information relating to measurements and quantities of Goods required in completing the Services, it is the Client's responsibility to verify the accuracy of the measurements and quantities, before the Client or the Supplier places an order based on these measurements and quantities. The Supplier accepts no responsibility for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.
- Provision of the Services**
- Subject to clause 10.2 it is the Supplier's responsibility to ensure that the Services start as soon as it is reasonably possible.
12. 12.1 The Services' commencement date will be put back and/or the completion date extended by whatever time is reasonable in the event that the Supplier claims an extension of time (by giving the Client written notice) where completion is delayed by an event beyond the Supplier's control, including but not limited to any failure by the Client to:
- (a) make a selection; or
- (b) have the Worksite ready for the Services; or
- (c) notify the Supplier that the Worksite is ready.
- 12.2 The Supplier may deliver the Services by separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.
- 12.3 Prior to delivery of the Goods, if excavation work is interrupted by unforeseen obstacles (including, but not limited to, rocks, pipes, tree stumps), any additional costs will be invoiced to the Client as an extra.
- 12.4 It is the Client's responsibility to arrange any demolition, cartage, electrical and plumbing contractor's to prepare the Worksite for the erection of the Goods.
- 12.5 The Client shall take delivery of the Goods tendered notwithstanding that the quantity so delivered shall be either greater or less than the quantity purchased provided that:
- (a) such discrepancy in quantity shall not exceed 5%; and
- (b) the Price shall be adjusted pro rata to the discrepancy.
- 12.6 The failure of the Supplier to deliver shall not entitle either party to treat this Contract as repudiated.
- 12.7 Any time specified by the Supplier for delivery of the Services is an estimate only and the Supplier will not be liable for any loss or damage incurred by the Client as a result of delivery being late. However, both parties agree that they shall make every endeavour to enable the Services to be supplied at the time and place as was arranged between both parties. In the event that the Supplier is unable to supply the Services as agreed solely due to any action or inaction of the Client, then the Supplier shall be entitled to charge a reasonable fee for re-supplying the Services at a later time and date, and/or for storage of the Goods.
- Worksite Access and Condition**
- The Supplier is not responsible for the removal of rubbish from or clean-up of the building/construction Worksites. All rubbish generated by the Supplier will be placed in a designated area appointed by the Client but the responsibility of removal of same is to be the Client or the Client's agent, unless otherwise agreed.
11. 11.1 It is the intention of the Supplier and agreed by the Client that:
- (a) the Client shall ensure that the Supplier has clear and free access to the Worksite at all times to enable them to undertake the Services (including carrying out Worksite inspections, gain signatures for required documents, and for the delivery and installation of the Goods). The Supplier shall not be liable for any loss or damage to the Worksite (including, without limitation, damage to pathways, driveways and concrete or paved or grassed areas) unless due to the negligence of the Supplier; and
- (b) it is the Client's responsibility to provide the Supplier, while at the Worksite, with adequate access to available water, electricity, toilet and washing facilities; and
- (c) the Client shall contact adjoining neighbours and gain their permission to remove any walls or fences on boundaries and unless otherwise agreed, it shall be the Client's responsibility to organise either temporary fencing and/or security guards to secure the Worksite during the performance of the Services by the Supplier and shall be liable for all costs associated in taking all reasonable precautions to protect against destruction or damage by way of vandalism or theft. Failure to comply with this clause 11.2(c) in the event that the Worksite is destroyed or damaged due to vandalism then the cost of repair or replacement shall be borne by the Client.
- 11.3 The Client agrees to be present at the Worksite when and as reasonably requested by the Supplier and its employees, contractors and/or agents.
- 11.4 **Worksite Inductions**
- (a) in the event the Client requires an employee or sub-contractor of the Supplier to undertake a Worksite induction during working hours, the Client will be liable to pay the hourly charges for that period. If any induction needs to be undertaken prior to the commencement date then the Client shall be liable to pay the Supplier's standard (and/or overtime, if applicable) hourly labour rate; or
- (b) where the Supplier is in control of the Worksite, the Client and/or the Client's third-party contractors must initially carry out the Supplier's Health & Safety induction course before access to the Worksite will be granted. Inspection of the Worksite during the course of the Services will be by appointment only and unless otherwise agreed, in such an event the Client and/or third party acting on behalf of the Client must at all times be accompanied by the Supplier.
- Risk**
- If the Supplier retains ownership of the Goods under clause 16 then:
- (a) where the Supplier is supplying Goods only, all risk for the Goods shall immediately pass to the Client on delivery and the Client must insure the Goods on or before delivery. The cost of delivery will be payable by the Client in accordance with the quotation provided by the Supplier to the Client, or as otherwise notified to the Client prior to the placement of an order for the Goods. Delivery of the Goods shall be deemed to have taken place immediately at the time that either:
- (i) the Client or the Client's nominated carrier takes possession of the Goods at the Supplier's address; or
- (ii) the Goods are delivered by the Supplier or the Supplier's nominated carrier to the Client's nominated delivery address (even if the Client is not present at the address).
- (b) where the Supplier is to both supply and install Goods then the Supplier shall maintain a Contract works insurance policy until the Services are completed. Upon completion of the Services all risk for the Services shall immediately pass to the Client.
- 12.2 Delivery of the Goods to a third party nominated by the Client is deemed to be delivery to the Client for the purposes of this Contract.
- 12.3 Notwithstanding the provisions of clause 12.1 if the Client specifically requests the Supplier to leave Goods outside the Supplier's premises for collection or to deliver the Goods to an unattended location then such Goods shall always be left at sole risk of the Client and it shall be the Client's responsibility to ensure the Goods are insured adequately or at all. In the event that such Goods are lost, damaged or destroyed then replacement of the Goods shall be at the Client's expense.
- 12.4 The Client acknowledges that Goods supplied may:
- (a) exhibit variations in shade, colour, texture, surface, finish, markings and may contain natural fissures, colourations, lines, indentations and may fade or change over time;
- (b) expand, contract or distort as a result of exposure to heat, cold, weather;
- (c) mark or stain if exposed to certain substances; and
- (d) be damaged or disfigured by impact or scratching.
- 12.5 Whilst every effort will be taken by the Supplier to match virtual colours with physical colours, the Supplier will take no responsibility for any variation between the virtual sale sample displayed on the Client's computer and/or the supplied Goods.
- Client's Responsibilities**
13. 13.1 The Client warrants that any structures or land (where applicable) to which the Goods are to be affixed are able to withstand the installation of the Goods once installed. If for any reason (including the discovery of asbestos, erosion, etc.) that the Supplier, or employees of the Supplier, reasonably form the opinion that the Client's premises is not safe for the installation of Goods to proceed then the Supplier shall be entitled to delay installation of the Goods (in accordance with the provisions of clause 10.2 above) until the Supplier is satisfied that it is safe for the installation to proceed.
- 13.2 The Client agrees that all materials supplied by the Client or the Client's third party sub-contractors will:
- (a) be supplied in accordance with all legislative requirements;
- (b) be suitable for their inclusion into the Services.
- 13.3 Where the Client has supplied products for the Supplier to complete the Services, the Client acknowledges that it accepts responsibility for the suitability of purpose and use for their products and the Intended Use and any faults inherent in those products. However, if in the Supplier's opinion, it is believed that the materials supplied are Non-Conforming products and will not conform with state and/or territory regulations, then the Supplier shall be entitled, without prejudice, to halt the Services until the appropriate conforming products are sourced and all costs associated with such a change to the plans and design will be invoiced in accordance with clause 7.2.
- Underground Locations**
14. 14.1 Prior to the Supplier commencing any work the Client must advise the Supplier of the precise location of all underground services on the Worksite and clearly mark the same. The underground mains and services the Client must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil, pumping mains, and any other services that may be on the Worksite.
- 14.2 Whilst the Supplier will take all care to avoid damage to any underground services the Client agrees to indemnify the Supplier in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 14.1.
- Compliance with Laws**
15. 15.1 The Client and the Supplier shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Services, including any work health and safety laws (WH&S) relating or any other relevant safety standards or legislation pertaining to the Services.
- 15.2 Both parties acknowledge and agree:
- (a) to comply with the National Construction Code of Australia (NCC) and the Building Act 2016 and the Building Regulations 2016, in respect of all workmanship and building products to be supplied during the course of the Services; and
- (b) that Services will be provided in accordance with any current relevant Australian/New Zealand Standards applicable.
- 15.3 The Client shall obtain (at the expense of the Client) all licenses, building, planning permits, insurance and approvals that may be required for the Services.

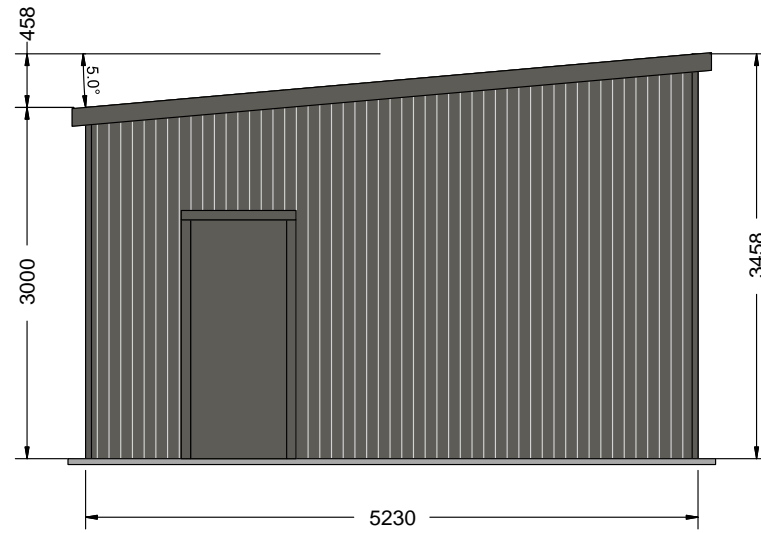
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- 16. Title**
16.1 The Supplier and the Client agree that ownership of the Goods shall not be transferred to the Client until the Client has paid the Supplier the amount owing to the Supplier; and
(a) the Client has met all of its other obligations to the Supplier.
16.2 Receipt by the Supplier of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
16.3 It is further agreed that until ownership of the Goods passes to the Client:
- (a) the Client is only a bailee of the Goods and unless the Goods have become fixtures must return the Goods to the Supplier on request;
(b) the Client holds the benefit of the Client's insurance of the Goods on trust for the Supplier and must pay to the Supplier the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed;
(c) the production of these terms and conditions by the Supplier shall be sufficient evidence of the Supplier's rights to receive the insurance proceeds direct from the insurer without the need for any person dealing with the Supplier to make further enquiries;
(d) the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for the Supplier and must pay or deliver the proceeds to the Supplier on demand;
(e) the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as its sole agent;
(f) unless the Goods have become fixtures the Client irrevocably authorises the Supplier to enter any premises where the Supplier believes the Goods are kept and recover possession of the Goods;
(g) the Supplier may recover possession of any Goods in transit whether or not delivery has occurred;
(h) the Client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of the Supplier; and
(i) the Supplier may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.
- 17. Personal Property Securities Act 2009 ("PPSA")**
17.1 In this clause financing statement, financing charge statement, security agreement, and security interest has the meaning given to it by the PPSA.
17.2 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods and/or collateral (account) – being a monetary obligation of the Client to the Supplier for Services – that have previously been supplied and that will be supplied in the future by the Supplier to the Client.
17.3 The Client undertakes to:
(a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Supplier may reasonably require to:
(i) register a financing statement or financing charge statement in relation to a security interest on the Personal Property Securities Register;
(ii) register any other document required to be registered by the PPSA; or
(iii) correct a defect in a statement referred to in clause 17.3(a)(i) or 17.3(a)(ii);
(b) indemnify, and upon demand reimburse, the Supplier for all expenses incurred in registering a financing statement or financing charge statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby;
(c) not register a financing charge statement in respect of a security interest without the prior written consent of the Supplier;
(d) not register, or permit to be registered, a financing statement or a financing charge statement in relation to the Goods and/or collateral (account) in favour of a third party without the prior written consent of the Supplier;
(e) immediately advise the Supplier of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.
- 17.4 The Supplier and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
17.5 The Client hereby waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
17.6 The Client waives its rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
17.7 Unless otherwise agreed to in writing by the Supplier, the Client waives its right to receive a verification statement in accordance with section 157 of the PPSA.
17.8 The Client shall unconditionally ratify any actions taken by the Supplier under clauses 17.3 to 17.5.
17.9 Subject to any express provisions to the contrary (including those contained in this clause 17), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.
- 18. Security and Charge**
18.1 In consideration of the Supplier agreeing to supply the Goods and/or provide its Services and as acknowledged by the Supplier in accordance with any Acknowledgment Document the Client grants the Supplier a security interest by way of a floating charge (registrable by the Supplier pursuant to the PPSA) over all of its present and after acquired rights, title and interest (whether joint or several) in all other assets that is now owned by the Client or owned by the Client in the future, including but not limited to those set out in any Acknowledgment Document, to the extent necessary to secure the repayment of monies owed under this Contract for provision of the Goods and/or Services under this Contract and/or permit the Supplier to appoint a Receiver to the Client in accordance with the Corporations Act 2001 (Cth).
18.2 The Client indemnifies the Supplier from and against all the Supplier's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Supplier's rights under this clause.
18.3 In the event that the Client defaults or breaches any term of this Contract and as a result, the security provided in clauses 16.1, 17.2 and 18.1 as applicable, is deemed insufficient by the Supplier to secure the repayment of monies owed by the Client to the Supplier, the Client hereby grants the Supplier a security interest as at the date of the default, by way of a charge, that enables the right and entitlement to lodge a caveat over any real property and/or land owned by the Client now, or owned by the Client in the future, to secure the performance of the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money), in accordance with the Acknowledgment Document.
- 19. Defects, Warranties and Returns, Competition and Consumer Act 2010 ("CCA")**
19.1 The Client must inspect all Goods on delivery (or the Services on completion) and must within seven (7) days of delivery notify the Supplier in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Client must notify any other alleged defect in the Goods/Services as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow the Supplier to inspect the Goods or to review the Services provided.
Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (**Non-Excluded Guarantees**).
The Supplier acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, the Supplier makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods/Services. The Supplier's liability in respect of these warranties is limited to the fullest extent permitted by law.
If the Client is a consumer within the meaning of the CCA, the Supplier's liability is limited to the extent permitted by section 64A of Schedule 2.
If the Supplier is required to replace any Goods under this clause or the CCA, but is unable to do so, the Supplier may refund any money the Client has paid for the Goods.
If the Supplier is required to rectify, re-supply, or pay the cost of re-supplying the Services under this clause or the CCA, but is unable to do so, then the Supplier may refund any money the Client has paid for the Services but only to the extent that such refund shall take into account the value of Services and Goods which have been provided to the Client which were not defective.
If the Client is not a consumer within the meaning of the CCA, the Supplier's liability for any defect or damage in the Goods is:
(a) limited to the value of any express warranty or warranty card provided to the Client by the Supplier at the Supplier's sole discretion;
(b) limited to any warranty to which the Supplier is entitled, if the Supplier did not manufacture the Goods;
(c) otherwise negated absolutely.
Subject to this clause 19, returns will only be accepted provided that:
(a) the Client has complied with the provisions of clause 19.1; and
(b) the Supplier has agreed that the Goods are defective; and
(c) the Goods are returned within a reasonable time at the Client's cost (if that cost is not significant); and
(d) the Goods are returned in as close a condition to that in which they were delivered as is possible.
- 19.10 Notwithstanding clauses 19.1 to 19.9 but subject to the CCA, the Supplier shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:
(a) the Client failing to properly maintain or store any Goods;
(b) the Client using the Goods for any purpose other than that for which they were designed;
(c) the Client continuing to use any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
(d) interference with the Services by the Client or any third party without the Supplier's prior approval;
(e) the Client failing to follow any instructions or guidelines provided by the Supplier;
(f) fair wear and tear, any accident, or act of God.
19.11 Notwithstanding anything contained in this clause if the Supplier is required by a law to accept a return then the Supplier will only accept a return on the conditions imposed by that law.
19.12 Subject to clause 19.1, customised, or non-stockist items or Goods made or ordered to the Client's specifications are not acceptable for credit or return.
- 20. Intellectual Property**
20.1 Where the Supplier has designed, drawn, written plans or a schedule of Services, or created any products for the Client, then the copyright in all such designs, drawings, documents, plans, schedules and products shall remain vested in the Supplier, and shall only be used by the Client at the Supplier's discretion. Under no circumstances may such designs, drawings and documents be used without the express written approval of the Supplier.
20.2 The Client warrants that all designs, specifications or instructions given to the Supplier will not cause the Supplier to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify the Supplier against any action taken by a third party against the Supplier in respect of any such infringement.
20.3 The Client agrees that the Supplier may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings, plans or products which the Supplier has created for the Client.
- 21. Default and Consequences of Default**
21.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Supplier's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
21.2 If the Client owes the Supplier any money, the Client shall indemnify the Supplier from and against all costs and disbursements:
(a) incurred; and/or
(b) which would be incurred and/or
(c) for which by the Client would be liable;
in regard to legal costs on a solicitor and own client basis incurred in exercising the Supplier's rights under these terms and conditions, internal administration fees, the Supplier's Contract fees owing for breach of these terms and conditions, including, but not limited to, contract default fees and/or recovery costs (if applicable), as well as bank dishonour fees.
Further to any other rights or remedies the Supplier may have under this Contract, if a Client has made payment to the Supplier, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by the Supplier under this clause 21 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this Contract.
Without prejudice to the Supplier's other remedies at law the Supplier shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to the Supplier shall, whether or not due for payment, become immediately payable if:
(a) any money payable to the Supplier becomes overdue, or in the Supplier's opinion the Client will be unable to make a payment when it falls due;
(b) the Client has exceeded any applicable credit limit provided by the Supplier;
(c) the Client becomes insolvent or bankrupt, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
(d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.
- 22. Cancellation**
22.1 Without prejudice to any other remedies the parties may have, if at any time either party is in breach of any obligation (including those relating to payment) under these terms and conditions ("the Breaching Party") the other party may suspend or terminate the supply or purchase of Goods and/or Services to the other party, with immediate effect, by providing the Breaching Party with written notice. Neither party will be liable for any loss or damage the other party suffers because one of the parties has exercised its rights under this clause.
24.1 If the Supplier, due to reasons beyond the Supplier's reasonable control, is unable to deliver any Goods and/or Services to the Client, the Supplier may cancel delivery of Goods and/or Services at any time before the Goods and/or Services are delivered by giving written notice to the Client. On giving such notice the Supplier shall repay to the Client any money paid by the Client for the Goods and/or Services. The Supplier shall not be liable for any loss or damage whatsoever arising from such cancellation.
24.2 The Client may cancel delivery of the Goods and/or Services by written notice served within forty-eight (48) hours of placement of the order. If the Client cancels delivery in accordance with this clause 24.2, the Client will not be liable for the payment of any costs of the Supplier, except where a deposit is payable in accordance with clause 7.4. Failure by the Client to otherwise accept delivery of the Goods and/or Services shall place the Client in breach of this Contract.
25.1 Cancellation of orders for products made to the Client's specifications, or for non-stockist items, will definitely not be accepted once production has commenced, or an order has been placed.
- 23. Privacy Policy**
All emails, documents, images or other recorded information held or used by the Supplier is Personal Information, as defined and referred to in clause 23.3, and therefore considered Confidential Information. The Supplier acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1988 ("the Act") including the Part IIC of the Act being Privacy Amendment (Notifiable Data Breaches) Act 2017 (NDI) and any statutory requirements, where relevant in a European Economic Area ("EEA"), under the EU Data Privacy Laws (including the General Data Protection Regulation "GDPR" (collectively, "EU Data Privacy Laws"). The Supplier acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Client's Personal Information, held by the Supplier that may result in serious harm to the Client, the Supplier will notify the Client in accordance with the Act and/or the GDPR. Any release of such Personal Information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Client by written consent, unless subject to an operation of law.
Notwithstanding clause 23.1, privacy limitations will extend to the Supplier in respect of Cookies where the Client utilises the Supplier's website to make enquiries. The Supplier agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Client's:
(a) IP address, browser, email client type and other similar details;
(b) tracking website usage and traffic; and
(c) reports are available to the Supplier when the Supplier sends an email to the Client, so the Supplier may collect and review that information ("collectively Personal Information").
If the Client consents to the Supplier's use of Cookies on the Supplier's website and later wishes to withdraw that consent, the Client may manage and control the Supplier's privacy controls via the Client's web browser, including removing Cookies by deleting them from the browser history when exiting the site.
The Client agrees for the Supplier to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) about the Client in relation to credit provided by the Supplier.
The Client agrees that the Supplier may exchange information about the Client with those credit providers and with related body corporates for the following purposes:
(a) to assess an application by the Client; and/or
(b) to notify other credit providers of a default by the Client; and/or
(c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
(d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
The Client consents to the Supplier being given a consumer credit report to collect personal credit information relating to any overdue payment on commercial credit.
The Client agrees that personal credit information provided may be used and retained by the Supplier for the following purposes (and for other agreed purposes or required by):
(a) the provision of Services; and/or
(b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Services; and/or
(c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
(d) enabling the collection of amounts outstanding in relation to the Services.
The Supplier may give information about the Client to a CRB for the following purposes:
(a) to obtain a consumer credit report;
(b) allow the CRB to create or maintain a credit information file about the Client including credit history.
The information given to the CRB may include:
(a) Personal Information as outlined in 23.3 above;
(b) name of the credit provider and that the Supplier is a current credit provider to the Client;
(c) whether the credit provider is a licensee;
(d) type of consumer credit;
(e) details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);
(f) advice of consumer credit defaults (provided the Supplier is a member of an approved OAIC External Disputes Resolution Scheme), overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Client no longer has any overdue accounts and the Supplier has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
(g) information that, in the opinion of the Supplier, the Client has committed a serious credit infringement;
(h) advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
The Client shall have the right to request (by e-mail) from the Supplier:
(a) a copy of the Personal Information about the Client retained by the Supplier and the right to request that the Supplier correct any incorrect Personal Information; and
(b) that the Supplier does not disclose any Personal Information about the Client for the purpose of direct marketing.
The Supplier will destroy Personal Information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.
The Client can make a privacy complaint by contacting the Supplier via e-mail. The Supplier will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at www.oaic.gov.au.
- 24. Service of Notices**
Any written notice given under this Contract shall be deemed to have been given and received:
(a) by handing the notice to the other party, in person;
(b) by leaving it at the address of the other party as stated in this Contract;
(c) by sending it by registered post to the address of the other party as stated in this Contract;
(d) if sent by facsimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of confirmation of the transmission;
(e) if sent by email to the other party's last known email address.
Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.
- 25. Trusts**
25.1 If the Client at any time upon or subsequent to entering into the Contract is acting in the capacity of trustee of any trust or as an agent for a trust ("Trust") then whether or not the Supplier may have notice of the Trust, the Client covenants with the Supplier as follows:
(a) the Contract extends to all rights of indemnity which the Client now or subsequently may have against the Trust, the trustees and the trust fund;
(b) the Client has full and complete power and authority under the Trust or from the Trustees of the Trust as the case may be to enter into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Client against the Trust, the trustees and the trust fund. The Client will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity;
(c) the Client will not during the term of the Contract without consent in writing of the Supplier (the Supplier will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:
(i) the removal, replacement or retirement of the Client as trustee of the Trust;
(ii) any alteration to or variation of the terms of the Trust;
(iii) any advancement or distribution of capital of the Trust; or
(iv) any resettlement of the trust fund or trust property.
- 26. Building and Construction Industry Security of Payments Act 2009**
At the Supplier's sole discretion, if there are any disputes or claims for unpaid Goods and/or Services then the provisions of the Building and Construction Industry Security of Payments Act 2009 may apply. Nothing in this Contract is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Security of Payments Act 2009 of Tasmania, except to the extent permitted by the Act where applicable.
- 27. General**
Any dispute or difference arising as to the interpretation of these terms and conditions or as to any matter arising hereon, shall be submitted to, and settled by, mediation before resorting to any external dispute resolution mechanisms (including arbitration or court proceedings) by notifying the other party in writing setting out the reason for the dispute. The parties shall share equally the mediator's fees. Should mediation fail to resolve the dispute, the parties shall be free to pursue other dispute resolution avenues.
The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, illegal or unenforceable, that provision shall be severed from this Contract, and the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
These terms and conditions and any Contract to which they apply shall be governed by the laws of Tasmania and are subject to the jurisdiction of the courts in that state. These terms prevail over all terms and conditions of the Client (even if they form part of the Client's purchase order).
The Supplier may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Client's consent provided the assignment does not cause detriment to the Client.
The Client cannot licence or assign without the written approval of the Supplier.
The Supplier may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to any of the Supplier's sub-contractors without the authority of the Supplier.
The Client agrees that the Supplier may amend their general terms and conditions for subsequent future Contracts with the Client by disclosing such to the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request for the Supplier to provide Services to the Client.
Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, national or global pandemics and/or the implementation of regulation, directions, rules or measures being enforced by Governments or embargo, including but not limited to, any Government imposed border lockdowns (including worldwide destination ports), etc. ("Fors Majeure") or other event beyond the reasonable control of either party. This clause does not apply to a failure by the Client to make a payment to the Supplier, once the parties agree that the Force Majeure event has ceased.
Both parties warrant that they have the power to enter into this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.
The rights and obligations of the parties will not merge on completion of any transaction under this Contract, and they will survive the execution and delivery of any assignment or other document entered, for the purpose of, implementing any transaction under this Contract.
If part or all of any term of this Contract is or becomes invalid, illegal or unenforceable, it shall be severed from this Contract and shall not affect the validity and enforceability of the remaining terms of this Contract.

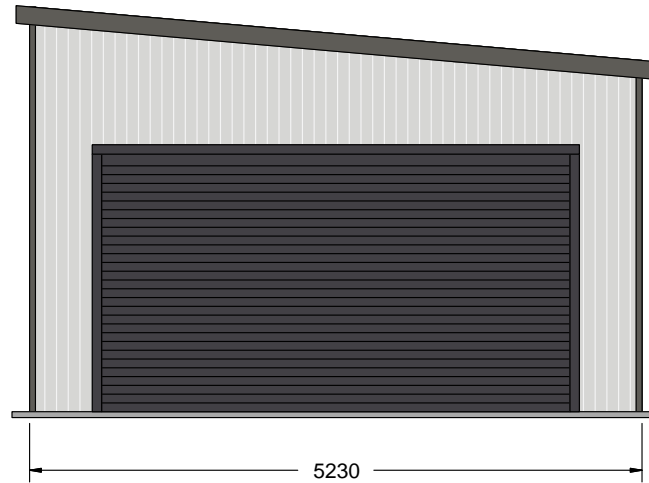
SMC - KEMPTON

RECEIVED

9/06/2026



FRONT ELEVATION



REAR ELEVATION

139 Main Road,
Sorell TAS 7172
Phone: 1300 737 910
Email: sales@rainbowbuilding.com.au

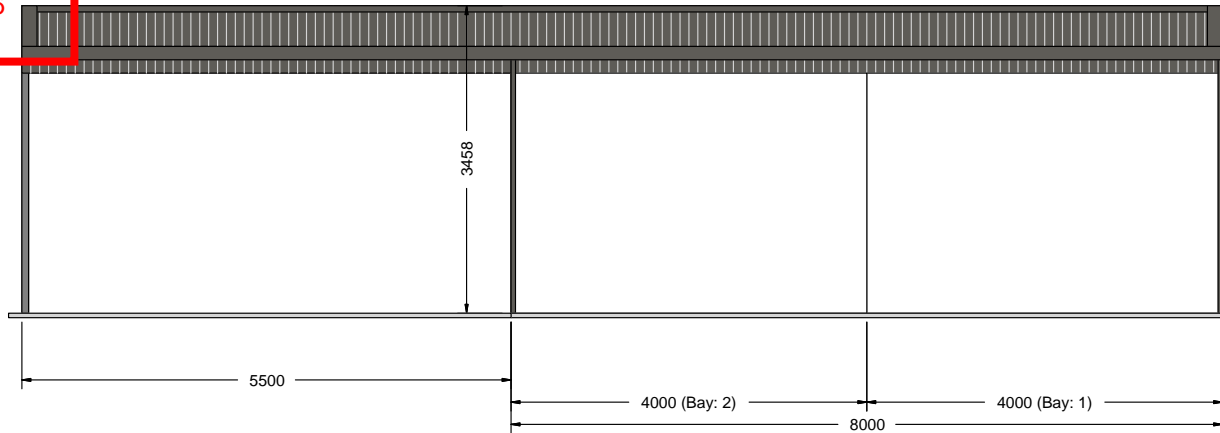
CLIENT: Terry Webb
SITE ADDRESS: 7 Chevalier Street, CAMPANIA, TAS, 7026
PHONE: 0484699619
EMAIL: terrylyn129@gmail.com

DRAWING TITLE: End Elevations
SCALE: 1:64.569
DATE: 03-06-2026
Job Number: SOR01_16445
Drawing Number: EE

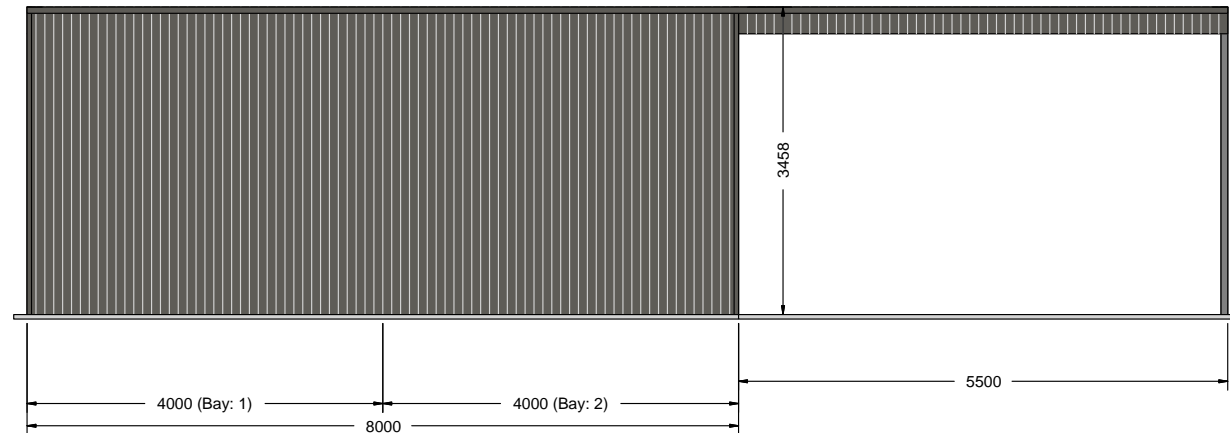
SMC - KEMPTON

RECEIVED

9/06/2026



LEFT ELEVATION



RIGHT ELEVATION

139 Main Road,
Sorell TAS 7172
Phone: 1300 737 910
Email: sales@rainbowbuilding.com.au

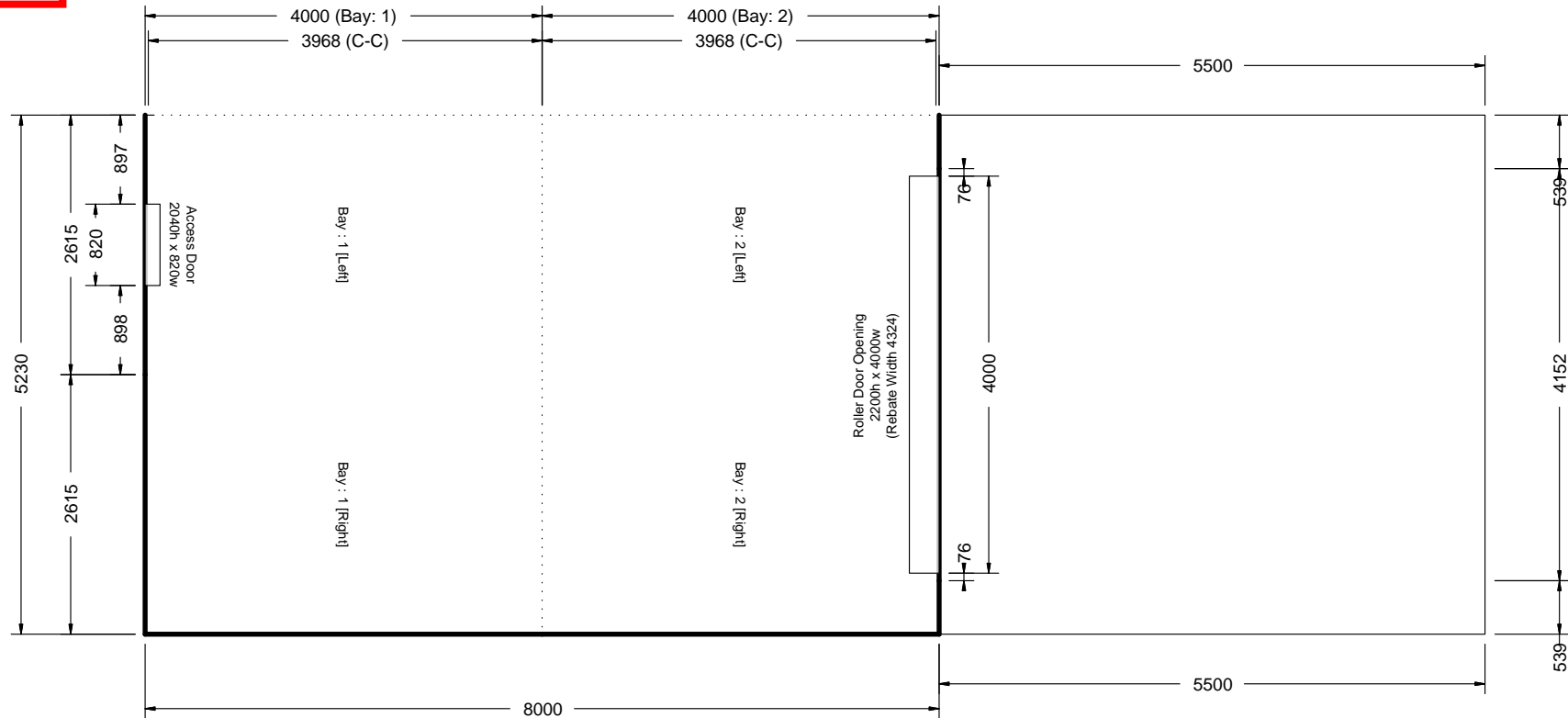
CLIENT: Terry Webb
SITE ADDRESS: 7 Chevalier Street, CAMPANIA, TAS, 7026
PHONE: 0484699619
EMAIL: terrylyn129@gmail.com

DRAWING TITLE: Side Elevations
SCALE: 1:85.012
DATE: 03-06-2026
Job Number: SOR01_16445
Drawing Number: SE

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RECEIVED

9/06/2026



PLAN ELEVATION

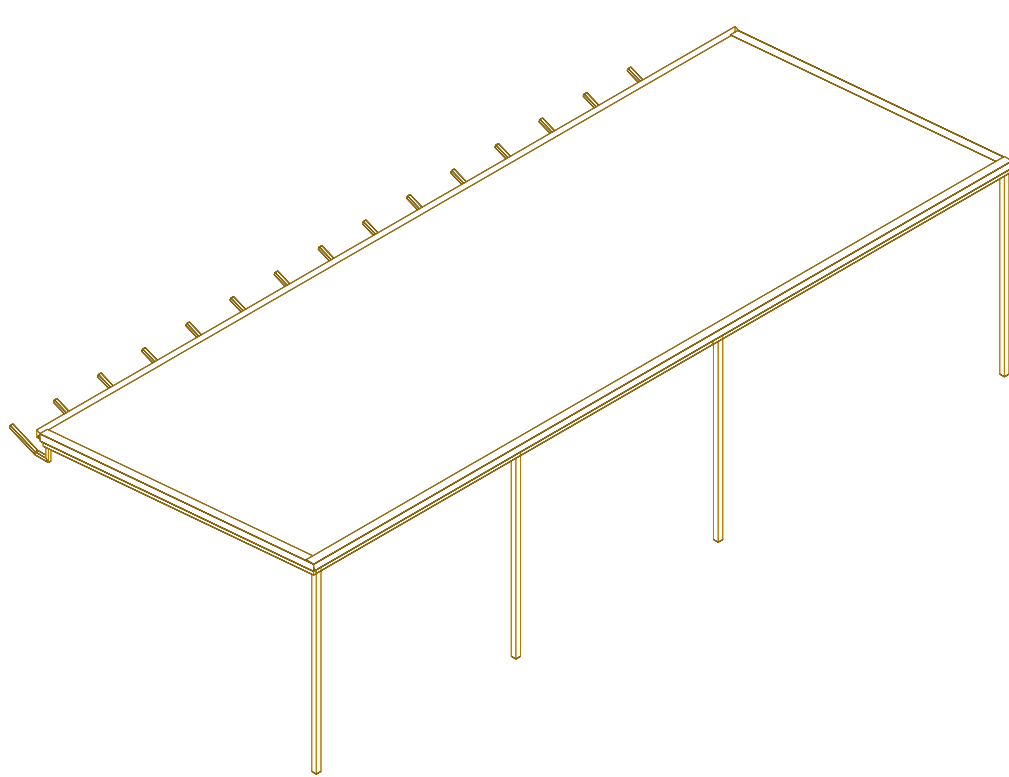
139 Main Road,
Sorell TAS 7172
Phone: 1300 737 910
Email: sales@rainbowbuilding.com.au

CLIENT: Terry Webb
SITE ADDRESS: 7 Chevalier Street, CAMPANIA, TAS, 7026
PHONE: 0484699619
EMAIL: terrylyn129@gmail.com

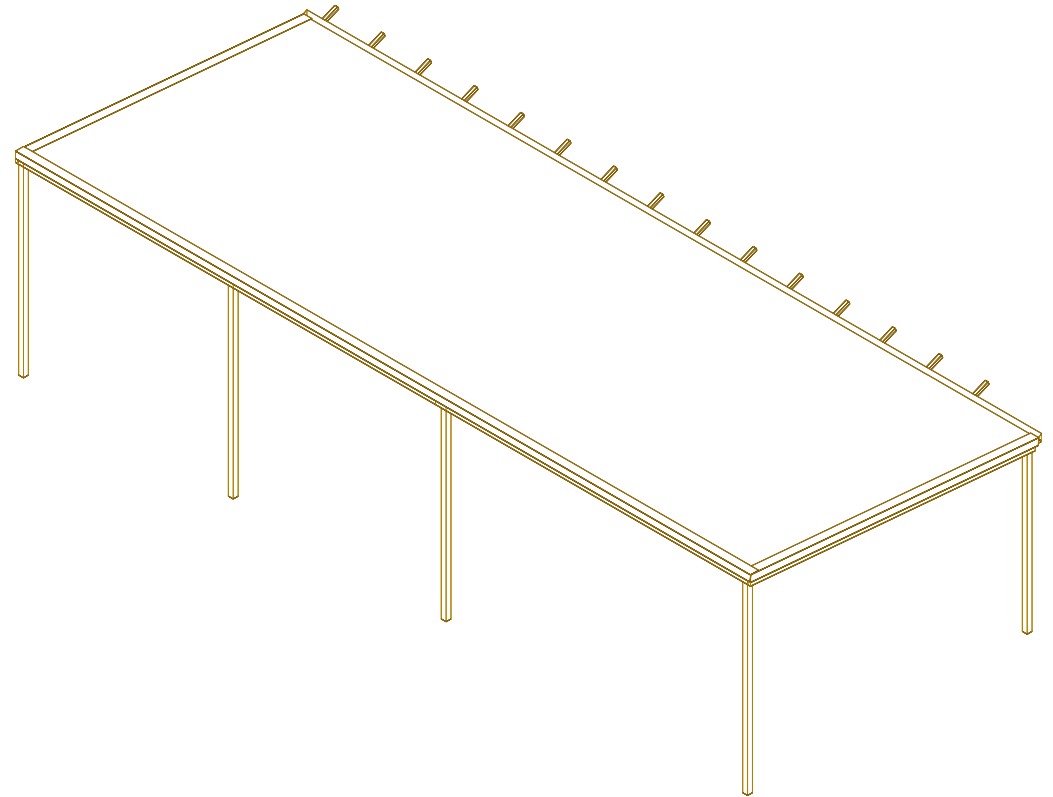
DRAWING TITLE: Plan Elevation
SCALE: 1:69.936
DATE: 03-06-2026
Job Number: SOR01_16445
Drawing Number: FPE

RECEIVED

9/06/2026



Isometric 1



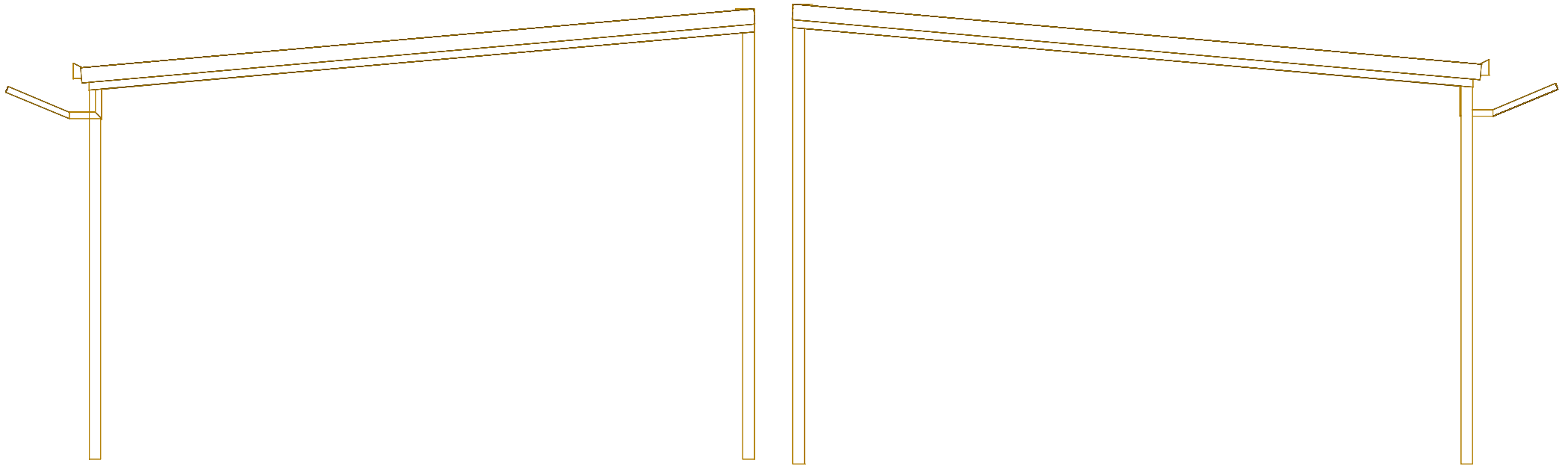
Isometric 2

SMC KEMPTON

LAYOUT - ELEVATION IMAGES

RECEIVED

9/06/2026



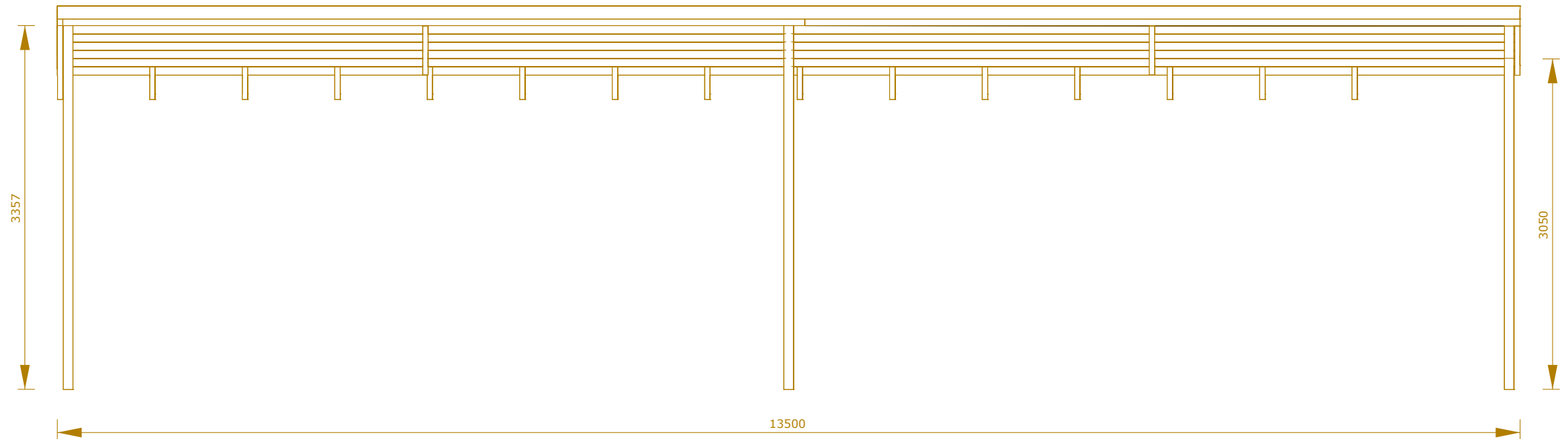
Left Elevation

Right Elevation

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9/06/2026



Area 1 - Flat Roof Front Elevation

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LAYOUT - AREA ELEVATIONS

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9/06/2026





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RECEIVED
9/06/2026

139 Main Road Sorel
t: 1300 737 910 f: 03 6265

w: rainbowbuilding.com.au e: sales@rainbowbuilding.c



To Whom It May Concern:

TERRENCE ALBERT WEBB LYNETTE MAREE BUCKLEY
(name/s on titles)

7 CHEVALIER ST CAMPANIA TAS 7026 [Titles /]
(site address)

Permission to Rainbow Building Solutions to act as agents on our behalf to lodge all council applications

allowing project: _____

(brief description of the dwelling, shed, garage, barn or carport)

In accordance with Section 28(3) and Section 35(1) of the Building Act 2016, engage the building surveyors
Stone Building Surveyors.

Name: Terrence Webb

Name: Lynette Buckley

Signature: [Handwritten Signature]

Signature: [Handwritten Signature]

Date: 3-6-2026

Date: 3-6-2026



RESULT OF SEARCH

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980



SEARCH OF TORRENS TITLE

VOLUME 175724	FOLIO 29
EDITION 3	DATE OF ISSUE 26-Nov-2025

SEARCH DATE : 05-June-2026

SEARCH TIME : 03.39 pm

DESCRIPTION OF LAND

Parish of STAFFA Land District of MONMOUTH
 Lot 29 on Sealed Plan [175724](#)
 Derivation : Part of Lot 13, 153A-3R-36P (Campania Estate) Gtd.
 to H.J. Paul
 Prior CT [172496/100](#)

SCHEDULE 1

[M726467](#) TRANSFER to TERRENCE ALBERT WEBB and LYNETTE MAREE
 BUCKLEY Registered 03-Dec-2018 at 12.01 pm

SCHEDULE 2

Reservations and conditions in the Crown Grant if any
[SP175724](#) EASEMENTS in Schedule of Easements
[SP175724](#) COVENANTS in Schedule of Easements
[SP175724](#) FENCING PROVISION in Schedule of Easements
[SP159788](#), [SP162016](#) & [SP170362](#) COVENANTS in Schedule of
 Easements
[SP159788](#), [SP162016](#) & [SP170362](#) FENCING PROVISION in Schedule of
 Easements
[SP 15390](#) FENCING COVENANT in Schedule of Easements
[E160886](#) MORTGAGE to B & E LTD Registered 03-Dec-2018 at 12.
 02 pm

UNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations

9/06/2026

OWNER: RODNEY ERIC SCAIFE, JUDITH NANCY SCAIFE, ANDREW ROBERT GLOVER, KATHRYN ELIZABETH GLOVER

FOLIO REFERENCE: C.T.172496/100

GRANTEE: PART OF LOT 13 (153A-3R-36Ps) (CAMPANIA ESTATE) GRANTED TO H.J.PAUL

PLAN OF SURVEY
BY SURVEYOR ANDREW STEPHEN BIRCH
ROGERSON & BIRCH SURVEYORS
UNIT 1 - 2 KENNEDY DRIVE, CAMBRIDGE PARK
PH 6248-5898 MOB. 0418-120-796

REGISTERED NUMBER
SP175724

LOCATION
**LAND DISTRICT OF MONMOUTH
PARISH OF STAFFA**

SCALE 1: 1000 LENGTHS IN METRES

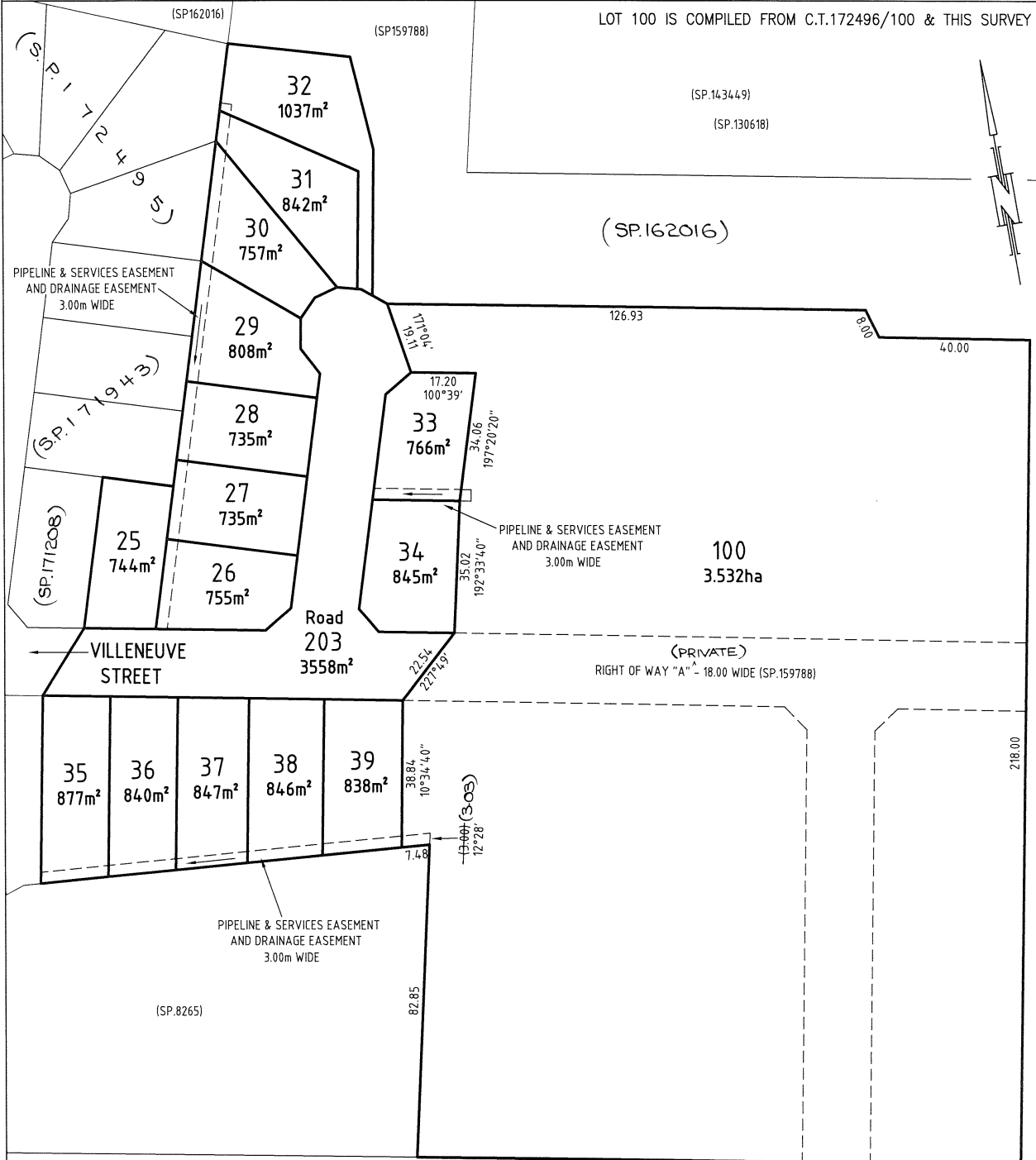
APPROVED EFFECTIVE FROM - 4 SEP 2018
Alice Kawa
Recorder of Titles

MAPSHEET MUNICIPAL CODE No. 125 (5227)

LAST UPI No.

LAST PLAN No. P.172496

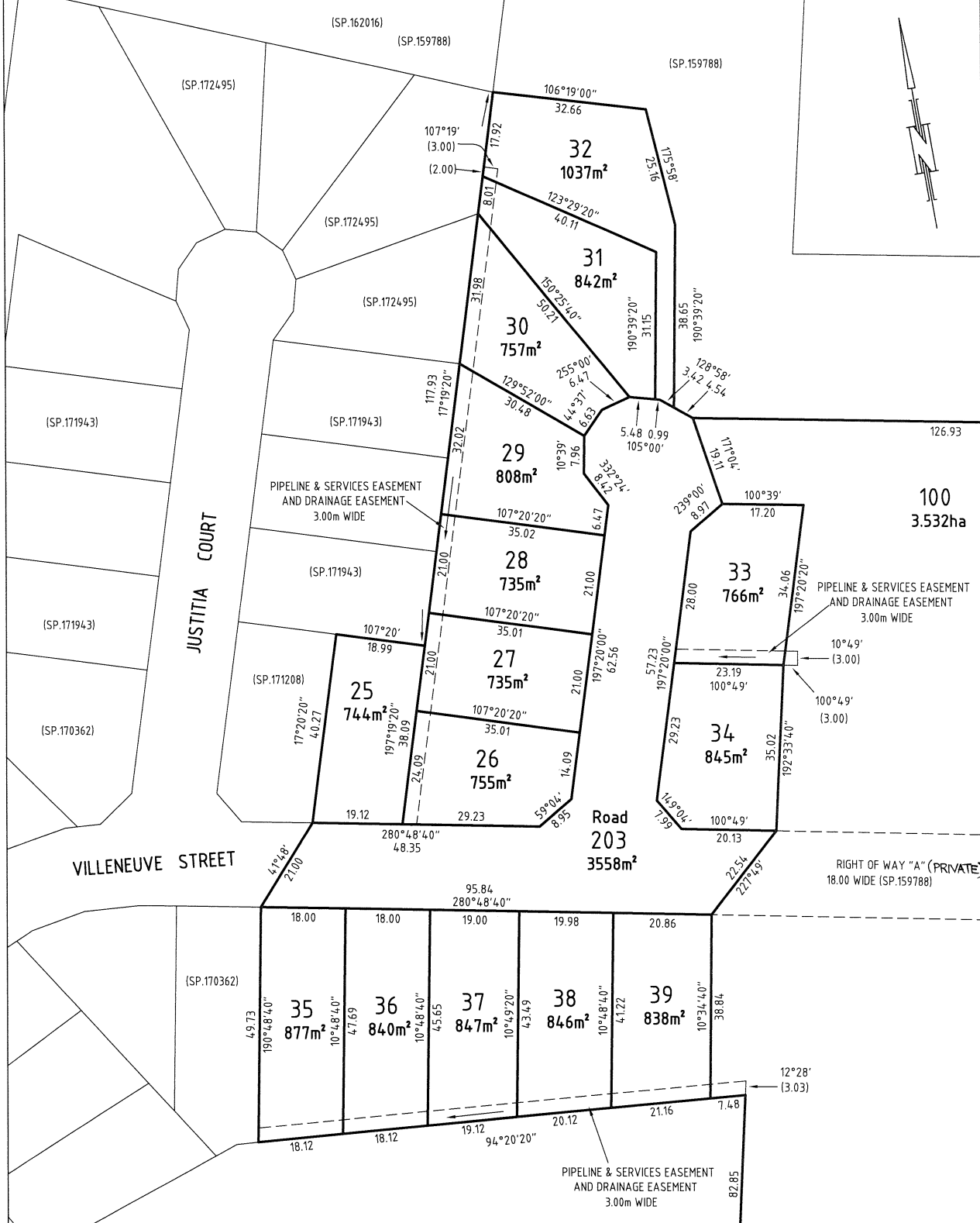
ALL EXISTING SURVEY NUMBERS TO BE CROSS REFERENCED ON THIS PLAN



Dave Lee 30-07-2018
COUNCIL DELEGATE DATE

9/06/2026

<p>PLAN OF SURVEY ANNEXURE SHEET SHEET 1 OF 1 SHEETS</p>	<p>OWNER RODNEY ERIC SCAIFE, JUDITH NANCY SCAIFE ANDREW ROBERT GLOVER & KATHRYN ELIZABETH GLOVER FOLIO REFERENCE C.T.172496/100 SCALE 1: 750 LENGTHS IN METRES</p>	<p>Registered Number SP 175724</p>
<p>SIGNED FOR IDENTIFICATION PURPOSES <i>David Hold</i> Council Delegate 30-07-2018 Date</p>	<p>THIS ANNEXURE SHEET FORMS PART OF THE ATTACHED INDEX PLAN THE SURVEYORS CERTIFICATE EXTENDS TO THE DETAILS ON THIS SHEET <i>[Signature]</i> Registered Land Surveyor 6-6-2018 Date</p>	<p>APPROVED EFFECTIVE FROM - 4 SEP 2018 <i>Alice Kawa</i> Recorder of Titles</p>





SCHEDULE OF EASEMENTS

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980



SCHEDULE OF EASEMENTS	Registered Number
NOTE: THE SCHEDULE MUST BE SIGNED BY THE OWNERS & MORTGAGEES OF THE LAND AFFECTED. SIGNATURES MUST BE ATTESTED.	SP 175724

PAGE 1 OF 5 PAGES

EASEMENTS AND PROFITS

Each lot on the plan is together with:-

- (1) such rights of drainage over the drainage easements shown on the plan (if any) as may be necessary to drain the stormwater and other surplus water from such lot; and
- (2) any easements or profits a prendre described hereunder.

Each lot on the plan is subject to:-

- (1) such rights of drainage over the drainage easements shown on the plan (if any) as passing through such lot as may be necessary to drain the stormwater and other surplus water from any other lot on the plan; and
- (2) any easements or profits a prendre described hereunder.

The direction of the flow of water through the drainage easements shown on the plan is indicated by arrows.

Lots 26-33, 35-39 & 100 are each subject to a right of drainage in gross (in favour of Southern Midlands Council) over the land marked PIPELINE & SERVICES EASEMENT & DRAINAGE EASEMENT 3.00 WIDE passing through such lot on the plan

Lots 26-33, 35-39 & 100 are each subject to a pipeline & services easement in gross as defined herein (in favour of TasWater) over the land marked PIPELINE & SERVICES EASEMENT & DRAINAGE EASEMENT 3.00 WIDE ("the Easement Land") passing through such lot on the plan

Lot 100 is subject to a right of carriageway (appurtenant to lot 2 on Sealed Plan 159788 & lot 3 on Sealed Plan 162016) over the land marked RIGHT OF WAY "A" (PRIVATE) 18.00 WIDE passing through that lot on the plan

FENCING PROVISION


In respect to the lots on the plan the vendor (Rodney Eric Scaife, Judith Nancy Scaife, Andrew Robert Glover and Kathryn Elizabeth Glover) shall not be required to fence

Lot 100 is burdened by the restrictive covenant as created by SP159788, SP162016 & SP170362.

COVENANTS

The owners of lots 25-39 on the plan covenant with Rodney Eric Scaife, Judith Nancy Scaife, Andrew Robert Glover and Kathryn Elizabeth Glover (the subdivider) and the owners for the time being of every other lot shown on the plan to the intent that the burden of this covenant may run with and bind the covenantors lot and every part thereof and that the benefit thereof may be annexed to and devolve with each and every part of every other lot shown on the plan to observe the following stipulations-

(USE ANNEXURE PAGES FOR CONTINUATION)

SUBDIVIDER: R E SCAIFE & OTHERS FOLIO REF: 172496/100 SOLICITOR & REFERENCE: TREMAYNE FAY & RHEINBERGER	PLAN SEALED BY: SOUTHERN MIDLANDS COUNCIL DATE: 30-07-2018  SA 2010/37 REF NO. _____ Council Delegate
NOTE: The Council Delegate must sign the Certificate for the purposes of identification.	



SCHEDULE OF EASEMENTS

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980



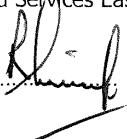
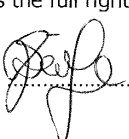
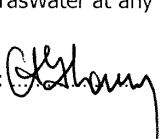

ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 2 OF 5 PAGES	Registered Number SP 175724
SUBDIVIDER: R E SCAIFE & OTHERS FOLIO REFERENCE: 172496/100	

1. Not to, without the consent of Council, erect or permit to be erected or permit to remain on such lot any advertising sign of any type whatsoever provided that a sign indicating that a lot is for sale will be permitted for a limited period
2. Not to use reflective materials in the construction of any dwelling, shed or outbuilding on such lot
3. Not to construct a residential building on such lot using materials other than general brick, weatherboard, finished rendered surface or masonry construction, but the use of other timber or non-masonry materials used as in-fill panels will be permitted provided that these latter materials do not exceed 30 percent of the total external wall area
4. Not to use galvanised iron or other reflective material in the construction of the roof of any dwelling or other structure on such lot
5. Not to construct a dwelling on such lot that has a minimum floor area of less than 90 square metres which area does not include patios, garages or carports
6. Not to permit vehicles with a gross vehicle mass greater than 10 tonne to be parked, stored or allowed to remain on such lot for a period in excess of six hours
7. Not to store or allow to remain on such lot any construction plant and equipment, transport equipment or salvage of building materials except where immediately required for use in the construction of a dwelling and associated infrastructure on the lot
8. Not to bring onto such lot any transportable house or a house relocated from another place
9. Not to place or permit to remain on such lot any water tank which has any external metal finish
10. Not to place or permit to remain on such lot any caravan, shed or other structure (excluding dwellings) to be used as a permanent residence provided that a caravan, shed or other structure may be utilised for a period not exceeding one year during the construction of a permanent dwelling or residence
11. Not to, without the consent of Council, conduct any trade or business on such lot provided that the letting for residential purposes of the whole of any dwelling erected on the lot will not be in contravention of this stipulation

INTERPRETATION

"TasWater" means the Tasmanian Water and Sewerage Corporation Pty Limited its successors and assigns

"Pipeline and Services Easement" means the full right and liberty for TasWater at any time to:

R E Scaife:  J N Scaife:  A R Glover:  K E Glover: 

NOTE: Every annexed page must be signed by the parties to the dealing or where the party is a corporate body be signed by the persons who have attested the affixing of the seal of that body to the dealing.



SCHEDULE OF EASEMENTS

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980

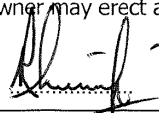

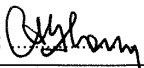
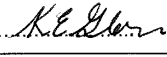


ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 3 OF 5 PAGES	Registered Number SP 175724
SUBDIVIDER: R E SCAIFE & OTHERS FOLIO REFERENCE: 172496/100	

- (1) Enter and remain upon the Easement Land with or without employees, contractors, agents and all other persons duly authorised by it and with or without machinery, vehicles, plant and equipment;
- (2) Investigate, take soil, rock and other samples, survey, open and break up and excavate the Easement Land for any purpose or activity that TasWater is authorised to do or undertake;
- (3) Install, retain, operate, modify, relocate, maintain, inspect, cleanse and repair the Infrastructure;
- (4) Remove and replace the Infrastructure;
- (5) Run and pass sewage and water through and along the Infrastructure
- (6) Do all works reasonably required in connection with such activities or as may be authorised or required by any law:
 - a) without doing unnecessary damage to the Easement Land; and
 - b) leaving the Easement Land in a clean and tidy condition; and
- (7) If the Easement Land is not directly accessible from a highway, then for the purpose of undertaking any of the preceding activities TasWater may with or without employees, contractors, agents and all other persons authorised by it, and with or without machinery, vehicles, plant and equipment enter the Lot from the highway at any then existing vehicle entry and cross the Lot to the Easement Land; and
- (8) Use the Easement Land as a right of carriageway for the purpose of undertaking any of the preceding purposes on other land, TasWater reinstating any damage that it causes in doing so to any boundary fence of the Lot

PROVIDED ALWAYS THAT:

- (1) The registered proprietors of the Lot in the folio of the Register ("the Owner") must not without the written consent of TasWater first had and obtained and only in compliance with any conditions which form the consent:
 - a) Alter, excavate, plough, drill or otherwise penetrate the ground level of the Easement Land;
 - b) Install, erect or plant any building, structure, fence, pit, well, footing, pipeline, paving, tree, shrub or other object on or in the Easement Land;
 - c) Remove any thing that supports, protects or covers and Infrastructure on or in the Easement Land;
 - d) Do anything which will or might damage or contribute to damage to any of the Infrastructure on or in the Easement Land;
 - e) In any way prevent or interfere with the proper exercise and benefit of the Easement Land by TasWater or its employees, contractors, agents and all other persons duly authorised by it; or
 - f) Permit or allow any action which the Owner must not do or acquiesce in that action
- (2) TasWater is not required to fence any part of the Easement Land
- (3) The Owner may erect a fence across the Easement Land at the boundaries of the Lot

R E Scaife:  J N Scaife:  A R Glover:  K E Glover: 

NOTE: Every annexed page must be signed by the parties to the dealing or where the party is a corporate body be signed by the persons who have attested the affixing of the seal of that body to the dealing.



SCHEDULE OF EASEMENTS

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980



ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 4 OF 5 PAGES	Registered Number SP 175724
SUBDIVIDER: R E SCAIFE & OTHERS FOLIO REFERENCE: 172496/100	

- (4) The owner may erect a gate across any part of the Easement Land subject to these conditions:
- a) The Owner must provide TasWater with a key to any lock which would prevent the opening of the gate; and
 - b) If the Owner does not provide TasWater with that key or the key provided does not fit the lock, TasWater may cut the lock from the gate
- (5) If the Owner causes damage to any of the Infrastructure, the Owner is liable for the actual cost to TasWater of the repair of the Infrastructure damaged
- (6) If the Owner fails to comply with any of the preceding conditions, without forfeiting any right of action, damages or otherwise against the Owner, TasWater may:
- a) Reinststate the ground level of the Easement Land; or
 - b) Remove from the Easement Land any building, structure, pit, well, footing, pipeline, paving, tree, shrub or other object; or
 - c) Replace anything that supported, protected or covered the Infrastructure

"Infrastructure" means infrastructure owned or for which TasWater is responsible and includes but is not limited to:

- a) Sewer pipes and water pipes and associated valves;
- b) Telemetry and monitoring devices;
- c) Inspection and access pits;
- d) Power poles and lines, electrical wires, electrical cables and other conducting media (excluding telemetry and monitoring devices);
- e) Markers or signs indicating the location of the Easement Land, the Infrastructure or any warnings or restrictions with respect to the Easement Land or Infrastructure;
- f) Anything responsibly required the support, protect or cover any of the Infrastructure;
- g) Any other infrastructure whether of a similar nature or not to the preceding which is reasonably required for the piping of sewage or water, or the running of electricity, through the Easement Land or monitoring or managing that activity; and
- h) Where the context permits, any part of the Infrastructure

R E Scaife:  J N Scaife:  A R Glover:  K E Glover: 

NOTE: Every annexed page must be signed by the parties to the dealing or where the party is a corporate body be signed by the persons who have attested the affixing of the seal of that body to the dealing.


SCHEDULE OF EASEMENTS

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980

ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 5 OF 5 PAGES	Registered Number SP 175724
SUBDIVIDER: R E SCAIFE & OTHERS FOLIO REFERENCE: 172496/100	

Signed by RODNEY ERIC SCAIFE in the presence of-)
 Witness: J Glover)
 Print Full Name: Julia Rose Glover)
 Postal Address: 15 Gregson St,)
 Risdon Tas 7017)

R



Signed by JUDITH NANCY SCAIFE in the presence of-)
 Witness: J Glover)
 Print Full Name: Julia Rose Glover)
 Postal Address: 15 Gregson St,)
 Risdon Tas 7017)



Signed by ANDREW ROBERT GLOVER in the presence of-)
 Witness: J Glover)
 Print Full Name: Julia Rose Glover)
 Postal Address: 15 Gregson St,)
 Risdon Tas 7017)

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Signed by KATHRYN ELIZABETH GLOVER in the presence of-)
 Witness: J Glover)
 Print Full Name: Julia Rose Glover)
 Postal Address: 15 Gregson St,)
 Risdon Tas 7017)

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NOTE: Every annexed page must be signed by the parties to the dealing or where the party is a corporate body be signed by the persons who have attested the affixing of the seal of that body to the dealing.

9/06/2026

SURVEY NOTES

ANNEXURE SHEET

SHEET 2 OF 2 SHEETS

CROSS REFERENCE PLAN NUMBERS
USED AS PART OF THIS SURVEY

OWNER RODNEY ERIC SCAIFE, JUDITH NANCY SCAIFE,
ANDREW ROBERT GLOVER, KATHRYN ELIZABETH GLOVER
FOLIO REFERENCE C.T.172496/100

THIS ANNEXURE SHEET FORMS PART OF THE
ATTACHED PLAN. THE SURVEYORS CERTIFICATE
EXTENDS TO THE DETAILS ON THIS SHEET

Registered Land Surveyor *[Signature]* Date 1-8-18

Registered Number

SP 175724

LENGTHS IN METRES

