

Utility Locating - Report & Service Docket - duplicate

82806 / The Trust Company (Australia) Limited ATF WH Redfern Trust / 1 Apr

2022

Complete

Score	57.9%	Flagged items	0	Actions	0
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Suresearch Job Number 82806

Client / Site The Trust Company (Australia)
 Limited ATF WH Redfern Trust

This report is valid for 30 days 1 Apr 2022 14:57 AEDT

Technician Wade Morgan

Equipment Used 100%

What equipment was used for this work? EML and GPR

Is this equipment calibrated? Yes

When is the calibration due? 9 Jul 2022

SureSearch Capabilities:

- Utility Locating
- Utility Mapping / Surveying
- CCTV Inspection
- Concrete X-Ray
- Non-Destructive Excavation
- Jet Vac Drain Cleaning
- Confined Space Entry
- Leak Detection
- Smoke Testing
- Patch Repair

For more information on the services we provide visit our website at www.suresearch.com.au

Please note: This service and the depths of underground utilities provided in this report are a guide only.

Non-destructive excavation must be used to confirm the depth & alignment of all services prior any ground disturbance.



**DIAL BEFORE YOU DIG®
CERTIFIED
LOCATOR**



QHS Certification Services



QHS Certification Services



QHS Certification Services



QHS Certification Services



Accredited for compliance with ISO/IEC 17025



SureSearch now installs the QuickLock trenchless pipe rehabilitation system

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NATA is a signatory to the ILAC Mutual Recognition Arrangement for the mutual recognition of the equivalence of testing, medical testing, calibration and inspection reports

Utility Locating Disclaimer

DISCLAIMERS/CUSTOMER RISK

There is no way to eliminate all risk onsite our service is to minimise, not eliminate, your risk.

AS 5488.1 - 2019 CLASSIFICATION OF SUBSURFACE UTILITY INFORMATION (SUI)

A - VALIDATED - Potholed & Sighted is Absolute Spatial Position in Three Dimensions ± 50 mm horizontally and vertically.

B - TRACED - Electronically traced with good signal with a depth Given Horizontal Tolerance ± 300 mm and Vertical Tolerance of ± 500 mm.

C - ALIGNED - Aligned using surface features & historical records electronically traced without depth & or poor scratchy signal.

D - INDICATIVE - Indicative location (ONLY) using DBYD/Historical records.

NOTE: The higher the quality level the higher the Confidence (Green), lower the quality level higher the Risk (Black).

ANY GROUND DISTURBANCE WILL BE AT YOUR OWN RISK

ELECTRONIC TRACING

We cannot accept responsibility for any damages, as we cannot actually see into the ground. Any results / markings are indicative only and would require visual confirmation. All work will be carried out in accordance with Australian Standards AS 5488.1 - 2019

Electronic tracing is a guide only and all duty of care should be adhered to when working in and around underground services and utilities, potholing may be required and if so should be undertaken prior to any ground disturbance and in accordance with service providers requirements and "Duty of Care" ALL RISK REMAINS WITH THE CUSTOMER we are engaged to help minimise your risk, not eliminate. A risk was present prior to our engagement.

"DIAL BEFORE YOU DIG" PLANS/ "DUTY OF CARE"

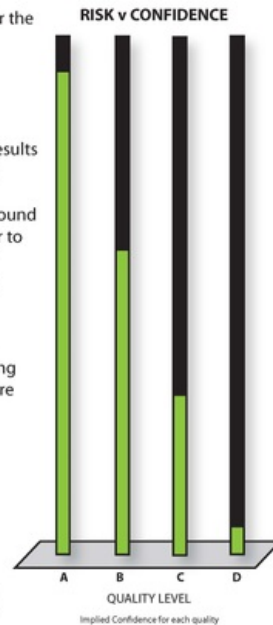
It is the customer's responsibility to obtain the "Dial Before You Dig Plans" prior to SureSearch arriving onsite. Customers must inform themselves of all the various service providers and there 'Duty of Care and 'Essential Precautions' prior to performing any works.

DBYD EXPIRY DATES ON PLANS

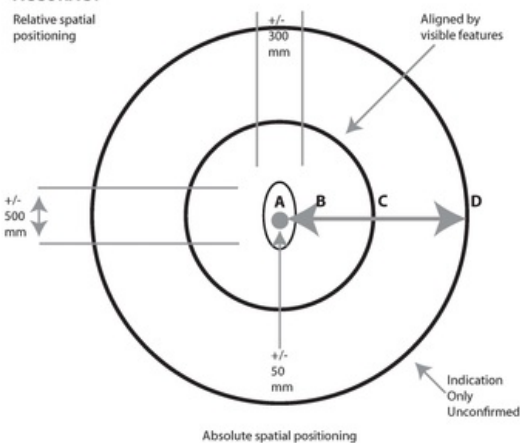
Customers must ensure DBYD plans are current; refer to various service providers requirements. NSW legislation requires DBYD plans to be within 30 days of commencing work.

POTHOLING

It is the customer's responsibility to comply with service provider requirements and safe tolerances. If potholing will be required within danger zones asset owners need to be notified and standbys organised prior to SureSearch arriving. Standby costs are to be incurred by the customer.



ACCURACY



Utility Locating Disclaimer - March 2020

AS 5488.1 - 2019 Classification of Subsurface Utility Information

HIGH VOLTAGE 	TELSTRA 	
ELECTRICITY 	OPTUS 	
STORMWATER 	NEXTGEN 	
SEWER 	RMS 	
WATER 	GAS 	
FIRE MAIN 	FUEL LINE 	
UNKNOWN 		

AS 5488-2013 CLASSIFICATION OF SUBSURFACE UTILITY INFORMATION (SUI)

- A - VALIDATED. Potholed & sighted is 'Absolute Spatial Position' in 3d +/- 50mm horizontally and vertically.
- B - TRACED. Electronically traced with good signal with a depth 'Given Horizontal Tolerance' +/- 300mm and vertical tolerance of +/- 500mm.
- C - ALIGNED. Aligned using surface features & historical records electronically traced without depth & or poor scratchy signal.
- D - INDICATIVE. Indicative location 'ONLY' using DBYD/Historical records.

1. Mark every 10 steps as standard, if this needs to change due to site conditions, please keep the spacing of the marks consistent.
2. Depth every second mark, unless depth change is greater than +/- 200mm, if this occurs depth needs to be indicated on appropriate mark.
3. Depth 'C' indicates where a locate of the line was established but the depth was not great.
4. Service code to be marked every second interval as shown in sample below.
5. Quality level classification is required on every mark as shown below.
6. Service identification should be labeled at the start and end of every trace, eg. tracing water, start of line "200mmØ CIL" to be mark along line marking at start of trace and end of trace as shown below.
7. Telstra locates are considered QL-C in regards to depth. No depths are to be marked along Telstra owned assets. The exception being at the pit chambers. Eg. refer to marked photo images.

F:\F009 SureSearch Line Marking - AS 5488.1-2019 CLASSIFICATION OF SUBSURFACE UTILITY INFORMATION (SUI) JAN 2019



22 Powers Road
Seven Hills NSW 2147

PO Box 3284
Tuggerah NSW 2259

1300 884 520
www.suresearch.com.au



Invoicing Details

100%

Details for Invoicing

100%

Site Contact Full Name

Mark Surtees

Site Contact Phone

0406588469

Site Contact Emailmarksurtees@weehur.com.sg**Is the client an Account holder or Credit Card?**

Account

Location102 Regent St
Redfern NSW 2016
Australia
(-33.893840804416406,
151.19968568610682)**Add Technician**

100%

Add Technician 1

100%

Technician Full Name

Wade Morgan

Is this job quoted?

Yes

Please refer to quote for start/finish times

Additional Charges

Na

All services/utilities have been marked to Australian Standard AS5488.1 2019 and are a guide only, it is the responsibility of the person/s undertaking works to adhere to asset owners duties of care when working in and around the utilities or areas marked or investigated by Suresearch, potholing is required prior to commencing excavation or any ground disturbance.

Is the client on site

No

NO GROUND PENETRATION SHOULD BE CONDUCTED UNTIL THIS REPORT IS READ AND UNDERSTOOD

Locator Report

52.94%

This report and the DBYD utilised should be present on site and reviewed prior to any works. It is the clients repsonsibility to understand this report and all assests located. Information regarding duty of care can be located in the DBYD response letters.

Job Details

Was the job Completed and report being submitted?

Yes

Are DBYD plans supplied and in date?

Yes

Please refer to report regarding areas inspected, utilities located and attached information on AS5488 subsurface utility information (SUI), Terms and Conditions and disclaimers.

This service and the depths of underground utilities provided in this report are a guide only. Non destructive excavation must be conducted to confirm the depth and alignment of all services marked prior to any ground disturbance.

No gas services have been verified all poly/nylon material marked as per DBYD information must pothole.

This service is a guide only

DBYD plans provided by

Suresearch

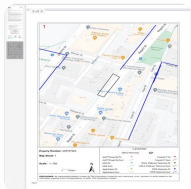


Photo 1

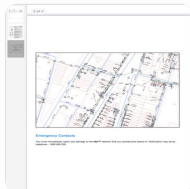


Photo 2



Photo 3



Photo 4



Photo 5



Photo 6



Photo 7



Photo 8

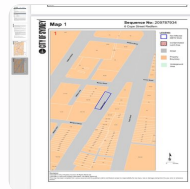


Photo 9



Photo 10



Photo 11



Photo 12



Photo 13

Attach picture or screenshot of front page of DBYD



Photo 14

Were additional plans provided?

NA

Area Scanned :

Complete details for every area inspected by utility locator

Area Number 50%

Area Number 1 50%

Area description

Service investigation was conducted at 102 Regent St.

Area location if available

NA

Add picture of area

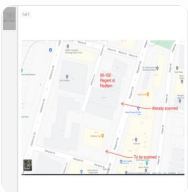


Photo 15

Add and complete for every service located in the area

Identified service 75%

Identified service 1 100%

Type of service located

Telecommunication

Is there any communication services with special requirements?

No

Equipment Used

Electromagnetic Locating

Duct Rod / Sond

SUI Quality Levels used for this service type

Quality B

Quality D

For information regarding quality levels please refer to the CLASSIFICATION OF SUBSURFACE UTILITY included in this report

Photo's of located services

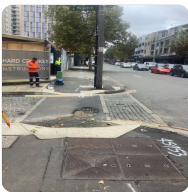


Photo 16



Photo 17

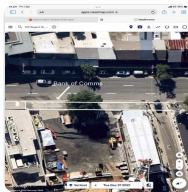


Photo 18

Comment on the Service(s) located:

Traced and marked approximate location of communication services in scope of works as required by client onsite. Bank of Comms (Telstra, Optus, TPG, NBN, nextgen, VOCUS) running from pit to pit in footpath and through direct work area at approximately 0.2-0.7m deep as per plans indicate. Communications marked in white spray with an X & AS 5488-2013 classification of subsurface utility information (SUI) This service is a guide only and to be confirmed via non destructive excavation prior to any ground disturbance (Please be advised Telstras duty of care requires all mains cable assets to be Non destructively excavated and configuration confirmed visually prior to ground disturbance.)

Comments on the service(s) that can not be located or require attention:

Unable to rod nextgen as duct full of debris.

Comment on further recommendations:

This service and the depths of underground utilities provided in this report are a guide only. Non destructive excavation must be conducted to confirm the depth and alignment of all services marked prior to any ground disturbance. Potholing is essential to confirm location and depth of assets marked prior to ground disturbance as no plans available on area's searched.

Service Marking Complete?	Yes
Identified service 2	100%
Type of service located	Electricity
Is there Ausgrid transmission cables in the area?	No
Equipment Used	Electromagnetic Locating
SUI Quality Levels used for this service type	Quality D

For information regarding quality levels please refer to the CLASSIFICATION OF SUBSURFACE UTILITY included in this report

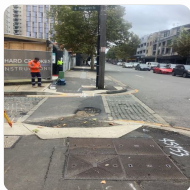
Photo's of located services

Photo 19



Photo 20

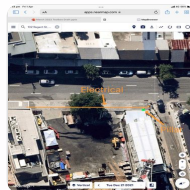


Photo 21

Comment on the Service(s) located:

Electrical Services

Traced and marked approximate location of electrical services in scope of works as required by client onsite. Electrical bank running from pole to pillar and through direct work area and at approximately 0.5-0.9m deep. Electrical marked in orange spray with an X & AS 5488-2013 classification of subsurface utility information (SUI) All Electrical markings are to be considered a bank of conduits until non destructively exposed for confirmation This service is a guide only and to be confirmed via non destructive excavation prior to any ground disturbance

Comments on the service(s) that can not be located or require attention:

Comment on further recommendations:

This service and the depths of underground utilities provided in this report are a guide only. Non destructive excavation must be conducted to confirm the depth and alignment of all services marked prior to any ground disturbance. Potholing is essential to confirm location and depth of assets marked prior to ground disturbance as no plans available on area's searched.

Service Marking Complete?	Yes
Identified service 3	100%
Type of service located	Gas
Is there High Pressure gas in area	No
Equipment Used	Ground Penetrating Radar
SUI Quality Levels used for this service type	Quality D

For information regarding quality levels please refer to the CLASSIFICATION OF SUBSURFACE UTILITY included in this report

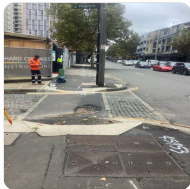
Photo's of located services

Photo 22



Photo 23

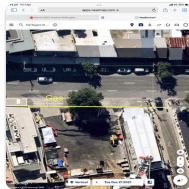


Photo 24

Comment on the Service(s) located:

Gas services

Traced and marked approximate location of gas services in scope of works as required by client onsite. Gas marked in yellow spray with an X & AS 5488-2013 classification of subsurface utility information (SUI). 75mm nylon gas main running along boundary at approximately 0.8m off boundary at 0.5-0.7m deep as per plans indicate. Any gas marked with quality level D is non metallic (nylon) without a tracewire or access to connect onto a tracewire. Including Jemena mains and property connections (located via GPR , Dropbox induction or as per DBYD plans indicate) potholing service essential prior to works commencing. If tracewire is found onsite or exposed during investigation (potholing) a site revisit is required to connect onto exposed tracewire and trace (locate) asset through scope of works.

This service is a guide only and to be confirmed via non destructive excavation prior to any ground disturbance

Comments on the service(s) that can not be located or require attention:

Gas main marked onsite as a quality level D using GPR.

Comment on further recommendations:

This service and the depths of underground utilities provided in this report are a guide only. Non destructive excavation must be conducted to confirm the depth and alignment of all services marked prior to any ground disturbance. Potholing is essential to confirm location and depth of assets marked prior to ground disturbance as no plans available on area's searched.

Service Marking Complete?	Yes
Identified service 4	

Type of service located	Water
Equipment Used	Ground Penetrating Radar Electromagnetic Locating
SUI Quality Levels used for this service type	Quality D

For information regarding quality levels please refer to the CLASSIFICATION OF SUBSURFACE UTILITY included in this report

Photo's of located services

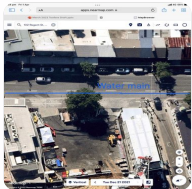


Photo 25

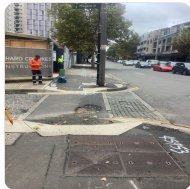


Photo 26



Photo 27

Comment on the Service(s) located:

Water services

Traced and marked approximate location of water services in scope of works as required by client onsite. Redundant main running in back off kerb, 150oPVC running in road carriage as per plans indicate.

Water marked in blue spray with an X & AS 5488-2013 classification of subsurface utility information (SUI)

Any water marked with a quality level D is non traceable, non metallic material ie: asbestos, poly, uPVC, etc, and found via GPR or as per DBYD plans indicate and marked onsite as a quality level D.

This service is a guide only and to be confirmed via non destructive excavation prior to ground disturbance

Comments on the service(s) that can not be located or require attention:

No access to water main in road carriage or property connections asset not located.

Comment on further recommendations:

This service and the depths of underground utilities provided in this report are a guide only. Non destructive excavation must be conducted to confirm the depth and alignment of all services marked prior to any ground disturbance.

Potholing is essential to confirm location and depth of assets marked prior to ground disturbance as no plans available on area's searched.

Service Marking Complete?	Yes
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Identified service 5 0%

Type of service located	Sewer
Equipment Used	
SUI Quality Levels used for this service type	

For information regarding quality levels please refer to the CLASSIFICATION OF SUBSURFACE UTILITY included in this report

Photo's of located services



Photo 28



Photo 29

Comment on the Service(s) located:

Stormwater/sewer

Unable to trace and mark approximate location and depths of accessible, visible stormwater/sewer services in scope of works.

AS 5488-2013 classification of subsurface utility information (SUI)

Strongly advise CCTV and Sond inspection for a comprehensive drainage plan prior to ground disturbance as only visible and duct rod accessible drainage can be electronically located. Hidden junctions to these drainage pipes can only be located via CCTV inspection.

Comments on the service(s) that can not be located or require attention:

Unable to rod visible stormwater pits as full of debris, no access to sewer manhole as in road carriage.

Comment on further recommendations:

This service and the depths of underground utilities provided in this report are a guide only. Non destructive excavation must be conducted to confirm the depth and alignment of all services marked prior to any ground disturbance.

Potholing is essential to confirm location and depth of assets marked prior to ground disturbance as no plans available on area's searched.

Service Marking Complete?

No

Reason Why?

Unable to rod visible stormwater pits as full of debris, no access to sewer manhole as in road carriage.

Traced and marked for approximate location of live traceable services in the area required using equipment listed in this report. please refer to report for further detailed information.

All marked and noted underground services should be potholed prior to any ground disturbance. Please note, the services and the depths located and marked are a guide only.

ELECTRONIC TRACING:

All work has been carried out in accordance with Australian Standards AS 5488.1-2019 Classification of subsurface utility information. Electronic detection is only an indication of the existence of underground utilities/networks and can be subject to interference from other services and/or local conditions. All depths given are only a guide.

Electronic detection should not be used solely to determine the location of underground utilities/networks for construction purposes, the electronic location/measurements must be proven by physically sighting the asset (see Validation).

Electronic tracing should be used as a guide only and all asset owners "Duty of Care" should be adhered to when working in and around underground utilities/networks, potholing is required and should be undertaken prior to any ground disturbance and in accordance with asset owners requirements and "Duty of Care"

General Comments for area

This service and the depths of underground utilities provided in this report are a guide only. Non destructive excavation must be conducted to confirm the depth and alignment of all services marked prior to any ground disturbance.

Potholing is essential to confirm location and depth of assets marked prior to ground disturbance as no plans available on area's searched.

SureSearch capability recommendations:

36.36%

Can SureSearch provide the client in any of our other capabilities to assist with the job?

Yes

What services can SureSearch provide? Please select and explain capabilities to the client.

CCTV Inspection

Non Destructive Excavation

Jet Vac Drain Cleaning

DBYD Certified Locator Sign Off**Client representative to sign if the technician has explained the locate findings, limitations & recommendations?****Mark Surtees**

1 Apr 2022 16:07 AEDT

Signed by Service Locator**Wade Morgan**

1 Apr 2022 16:07 AEDT

Date & Time of Signing

1 Apr 2022 16:07 AEDT

This report is accurate at the time of the completion date and the report is valid until the expiry of the Dial Before You Dig plan referenced within the report or no more than 30 days from completion of this report.

Terms & Conditions of Trade**1. Definitions****The Contractor**

1.1 "Client" means the person/s requesting The Contractor to provide the Services as specified in the Quote of these terms and conditions and if there is more than one person requesting the Services, this is a reference to each person jointly and severally.

1.2 "Contractor" means the entity listed in the Quote as providing the Services or if this item is left blank, the entity that is to provide the Services to the Client.

1.3 "Incidental Items" means any goods, documents, designs, drawings or materials supplied, consumed, created or deposited incidentally by the Contractor in the course of it conducting, or supplying to the Client, any Services.

1.4 "Services" means all Services supplied by the Contractor to the Client at the Client's request from time to time.

1.5 "Underground Services" means any underground pipes, cables, structures, reinforcement, sewer, drainage, telecommunications, gas, fuel, electrical, water and leaks located and marked by the Contactor.

1.6 "Works" means the work undertaken to locate the approximate position and depth of Underground Services (including leaks) and any other services performed by the Contactor for the Client.

1.7 "Price" means the price payable for the Services as agreed between the Contractor and the Client in accordance with clause 4 of this contract.

1.8 "Quote" means the document that provides information on the Services, Prices or Reimbursable Expenses or all of it. The Quote forms part of this Terms and Conditions.

1.9 "Reimbursable Expenses" means all costs and expenses (in addition to the Price) that are incurred by the Contractor in the performance of the Services.

2. Acceptance

2.1 The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for, or accepts Services provided by the Contractor.

2.2 These terms and conditions may only be amended with the Contractor's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and the Contractor.

2.3 As a standard procedure, reports will not be supplied to the Client. Requests by the Client for any written reports must

be made to the Contractor at the time of acceptance to provide the Service. It is then at the Contractor's sole discretion as to the cost of supplying such a report, and any cost associated with acceptance of the report must be paid by the Client in accordance with the below payment terms of the Contractor. Reports will be based on normally accepted theory and practice and on the limit of information available.

2.4 Where the Contractor gives advice, recommendations, information, assistance or service to the Client or the Client's agent, regarding the Goods or Services then it is given in good faith and the Contractor shall not be liable in any way whatsoever for any damages, losses or costs however arising resulting from the Client relying on the same.

3. Change in Control

3.1 The Client shall give the Contractor 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, or business practice). The Client shall be liable for any loss incurred by the Contractor as a result of the Client's failure to comply with this clause 3.

4. Price and Payment

4.1 At the Contractor's sole discretion the Price shall be either:

- (a) as indicated on any invoice provided by the Contractor to the Client; or
- (b) the Contractor's quoted price (subject to the provisions in clause 4 below) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days,

and the reimbursable expenses as indicated in the Quote of these terms and conditions.

4.2 The Contractor reserves the right to change the Price if a variation to the Contractor's quotation is requested. Any variation from the plan of scheduled works or specifications (including, but not limited to, any variation due to unforeseen circumstances, such as a lack of or restricted access, or as a result of increases to the Contractor in the cost of materials and labour) will be charged for on the basis of the Contractor's quotation and will be shown as variations on the invoice. Payment for all variations must be made in full at their time of completion. The Contractor may also vary the Price accordingly if the Client varies the scope, character, quality, sequence of timing of the Services.

4.3 If after the date of signing these terms and conditions, there is any change to the laws, by-laws, regulations or ordinances of the Commonwealth of Australia or a State or Territory of Australia (or any country or territory where the Services are to be performed) or any Statutory Authority, and that change directly or indirectly increases or decreases the Price or Reimbursable Expenses, the Contractor may vary the Price and Reimbursable Expenses.

4.4 Unless agreed otherwise, where the Contractor considers that an external consultant or contractor is required to enable the Contractor to provide the Services, the Contractor may engage such a consultant or contractor. If it is mutually agreed that the consultant or contractor is engaged as a sub-contractor to the Contractor, then the Client shall pay the Contractor a separate fee for that consultant or contractor.

4.5 At the Contractor's sole discretion, a deposit may be required.

4.6 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 Contractor, which may be:

- (a) on delivery of the Services;
- (b) thirty (30) days following the end of the month in which a statement is posted to the Client's address or address for notices;
- (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 Contractor.

4.7 If the Client disputes an invoice, the Client shall pay the undisputed portion within 14 days of the issue of that invoice and shall notify the Contractor in writing of the reasons for disputing the remaining portion. The Contractor may invoke the dispute resolution at clause 17.

4.8 If the performance of the Services is delayed by an act, omission or default of the Client or its employees, agents, consultants or contractors, then the Client shall pay the Contractor for the costs and expenses incurred as a result of the delay.

4.9 Payment may be made by cash, bank cheque, electronic/on-line banking, credit card or by any other method as agreed to between the parties.

4.10 Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to the Contractor an amount equal to any GST the Contractor must pay for any supply by the Contractor under this or any

other agreement for providing the Contractor's Services. 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.

5. Delivery of Services

5.1 At the Contractor's sole discretion delivery of the Services shall take place when the Services are supplied to the Client at the Client's nominated address.

5.2 Delivery of the Services to a third party nominated by the Client is deemed to be delivery to the Client for the purposes of this agreement.

5.3 The Contractor may deliver the Services by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with clause 4.

5.4 Any time specified by the Contractor for delivery of the Services is an estimate only and the Contractor 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. In the event that the Contractor is unable to supply the Services as agreed solely due to any action or inaction of the Client then the Contractor shall be entitled to charge a reasonable fee for re-supplying the Services at a later time and date.

6. Risk

6.1 Irrespective of whether the Contractor retains ownership of any Incidental Items all risk for such items shall pass to the Client as soon as such items are delivered to the Client and shall remain with the Client until such time as the Contractor may repossess the Incidental Items. The Client must insure all Incidental Items on or before delivery.

6.2 The Contractor reserves its right to seek compensation or damages for any damage, destruction or loss suffered in relation to the Incidental Items as a result of the Client's failure to insure in accordance with clause 6.1.

7. Access

7.1 The Client shall ensure that the Contractor has clear and free access to the work site or other places reasonably required at all times to enable the Contractor to undertake the works. The Contractor shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of the Contractor.

7.2 The Contractor reserves the right to refuse to enter the site to undertake the Services if the Contractor believes the site to be unsafe. In this event, the Client agrees that it is their responsibility to ensure the site is made safe before the Contractor will enter the site, and the Contractor shall not be liable for any delays caused, loss, damages, or costs however resulting from an unsafe site.

8. Location and marking of Underground Services

8.1 The Contractor agrees to take all reasonable care in locating and marking the approximate position of Underground Services and utilities

8.2 If any work or other activity is to be conducted in the vicinity of any Underground Service or any other location marked by the Contractor, the Client must visually establish the presence or absence (as the case may be) of any relevant Underground Services by using Non-Destructive excavation prior to the commencement of that work or activity. The Client releases and must indemnify the Contractor from and against any loss, liability or expense suffered or incurred by the Contractor in connection with the Contractor's or Client's failure to comply with this clause.

9. Title

9.1 The Contractor and the Client agree that where it is intended that the ownership of Incidental Items is to pass to the Client that such ownership shall not pass until:

- (a) the Client has paid the Contractor all amounts owing for the Services; and
- (b) the Client has met all other obligations due by the Client to the Contractor in respect of all contracts between the Contractor and the Client.

9.2 Receipt by the Contractor of any form of payment other than cash shall not be deemed to be payment until that payment has been honoured, cleared or recognised and until then the Contractor's ownership or rights in respect of the Incidental Items shall continue.

9.3 It is further agreed that:

- (a) the Client is only a Bailee of the Incidental Items and must return the Incidental Items to the Contractor immediately upon request by the Contractor;

- (b) the Client holds the benefit of the Client's insurance of the Incidental Items on trust for the Contractor and must pay to the Contractor the proceeds of any insurance in the event of the Incidental Items being lost, damaged or destroyed;
- (c) the Client must not sell, dispose, or otherwise part with possession of the Incidental Items. If the Client sells, disposes or parts with possession of the Incidental Items then the Client must hold the proceeds of sale of the Incidental Items on trust for the Contractor and must pay or deliver the proceeds to the Contractor on demand.
- (d) the Client should not convert or process the Incidental Items or intermix them with other goods. If the Client does so then the Client holds the resulting product on trust for the benefit of the Contractor and must dispose of or return the resulting product to the Contractor as directed.
- (e) the Client shall not charge or grant an encumbrance over the Incidental Items nor grant nor otherwise give away any interest in the Incidental Items while they remain the property of the Contractor;
- (f) the Client irrevocably authorises the Contractor to enter any premises where the Contractor believes the Incidental Items are kept and recover possession of the Incidental Items.

10. Personal Property Securities Act 2009 ("PPSA")

10.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.

10.2 The Client acknowledges that these Terms and Conditions of Trade constitute a security agreement for the purposes of the PPSA and creates a security interest in all Incidental Items that have previously been supplied and that will be supplied in the future by the Contractor to the Client.

10.3 The Client undertakes to:

- (a) promptly sign and/or provide any further documents or information which the Contractor may reasonably require to;
- (i) register a financing statement or financing change 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 10.3(a)(i) or 10.3(a)(ii);
- (b) indemnify, and upon demand reimburse, the Contractor for all expenses incurred in registering a financing statement or financing change statement or releasing any Incidental Items charged thereby;
- (c) not register a financing change statement in respect of a security interest without the Contractor's written consent;
- (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Incidental Items in favour of a third party without the Contractor's written consent.

10.4 The Contractor and the Client agree that sections 96, 115 and 125 of the PPSA do not apply. 10.5 The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA. 10.6 The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA and waives their right to receive a verification statement in accordance with section 157 of the PPSA.

10.8 The Client must unconditionally ratify any actions taken by the Contractor under clauses 10.3 to 10.5.

10.9 Nothing in these terms and conditions is intended to have the effect of contracting out of the PPSA.

11. Security and Charge

11.1 In consideration of the Contractor agreeing to supply Services, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).

11.2 The Client indemnifies the Contractor from and against all the Contractor's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Contractor's rights under this clause.

11.3 The Client irrevocably appoints the Contractor and each director of the Contractor as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 11 including, but not limited to, signing any document on the Client's behalf.

12. Defects, Warranties and the Competition and Consumer Act 2010 (CCA)

12.1 The Client must inspect the Contractor's Services on completion of the Services and must within seven (7) days notify the Contractor in writing of any evident defect in the Services or Incidental Items provided or of any other failure by the Contractor to comply with the description of, or quote for, the Services. The Client must notify any other alleged defect in the Contractor's Services or Incidental Items as soon as is reasonably possible after any such defect becomes

evident. The Client must allow the Contractor to review the Services or Incidental Items that were provided.

12.2 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') and nothing in these terms and conditions modifies or excludes the Non-Excluded Guarantees.

12.3 Except as expressly set out in these terms and conditions or in respect of the Non- Excluded Guarantees, the Contractor makes no warranties or other representations including, but not limited to, the quality or suitability of the Services. The Contractor's liability in respect of these warranties is limited as per clause 18.

12.4 If the Client is a consumer within the meaning of the CCA, the Contractor's liability is limited to the extent permitted by section 64A of Schedule 2.

12.5 If the Contractor 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 Contractor may refund any of the Price paid by the Client but only to the extent that such refund shall take into account the value of Services and Incidental Items which have been provided to the Client which were not defective.

12.6 Notwithstanding clauses 12.1 to 12.5 but subject to the CCA, the Contractor 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 Incidental Items;
- (b) the Client using the Incidental Items for any unintended;
- (c) the Client continuing to use any Incidental Item after any defect became apparent or should have become apparent to a reasonably prudent user;
- (d) interference with the Services by the Client or any third party without the Contractor's approval;
- (e) the Client failing to follow any instructions or guidelines provided by the Contractor;
- (f) fair wear and tear or any accident, or act of God.

13. Default and Consequences of Default

13.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of ten percent (10%) per annum (and at the Contractor's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

13.2 If the Client owes the Contractor any money the Client shall indemnify the Contractor from and against all costs and disbursements incurred by the Contractor in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Contractor's collection agency costs, and bank dishonour fees).

13.3 Without prejudice to any other remedies the Contractor may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions the Contractor may suspend or terminate Services. The Contractor will not be liable to the Client for any loss or damage the Client suffers under this clause.

13.4 Without prejudice to the Contractor's other remedies at law the Contractor shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to the Contractor shall, whether or not due for payment, become immediately payable if:

- (a) any money payable to the Contractor becomes overdue, or in the Contractor's opinion the Client will be unable to make a payment when it falls due;
- (b) the Client becomes insolvent, 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
- (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

14. Compliance with Laws

14.1 The Client and the Contractor shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the works.

14.2 The Client shall obtain (at their expense) all licenses and approvals that may be required for the works.

14.3 The Client agrees that the site will comply with any occupational health and safety laws and any other relevant safety standards or legislation.

14.4 The Client warrants that they will comply with all applicable anti-corruption laws related to this agreement and the Client warrants that they or their representatives have not violated any anti-corruption law.

15. Cancellation

15.1 The Contractor may cancel any contract to which these terms and conditions apply or cancel the delivery of Services at any time before the Services are commenced by giving written notice to the Client. On giving such notice the Contractor shall repay to the Client any of the Price paid and the Contractor shall not be liable for any loss or damage whatsoever arising from such cancellation.

15.2 In the event that the Client wishes to cancel delivery of the Services, then the Client must provide the Contractor with no less than four (4) working hours' notice prior to the start of the scheduled Service or stand down period, however in the event the Service is scheduled to start in the morning then notice must be received by the Contractor by close of business on the previous day (5pm AEST). If the Client cancels the Services within 24 hours of the scheduled Services, the Client will be liable to pay a fee equal to 75% of the rate quoted Price for the Services cancelled. The Contractor reserves the right to charge a cancellation fee equal to four (4) hours Service charges and the Client shall be liable for any and all loss incurred (whether direct or indirect) by the Contractor as a direct result of the cancellation (including, but not limited to, any loss of profits).

16. Intellectual Property Rights

16.1 Intellectual Property in all drawings, reports, specifications, bills of quantities, calculations and other documents produced by the Contractor in connection with the Services vests in the Contractor upon creation. The Contractor agrees to grant the Client an irrevocable, royalty-free perpetual licence to use the Intellectual Property for the purpose of the Services under this agreement.

16.2 The Contractor will entitle the Client to hard copies or pdf electronic copies of drawings, reports and other final documents, but shall not be entitled to other electronic versions, data, drafts or working documents.

16.3 If, during the course of providing the Services, the Contractor researches, develops, discovers or first reduces to practice a concept, product or process which is capable of being patented or commercialised, such concept, product or process is the property of the Contractor and the Client shall not use, infringe or otherwise appropriate the same without first obtaining the written consent of the Contractor.

16.4 Both parties retain ownership in pre-existing intellectual property and each party grants to the other party a non-exclusive, royalty-free licence to use, reproduce or modify this pre-existing intellectual property for the purpose of the Services.

17. Dispute Resolution

17.1 If a dispute arises out of or in connection with this agreement, either party may provide written notice to the other party of the dispute.

17.2 Within 14 days after service of a notice under clause 17.1, senior representatives of each party must meet and use their best endeavours to resolve the dispute or agree on a process for resolving the dispute. If the dispute is not resolved or a process for resolving the dispute is not agreed to within 28 days of the representatives meeting, either party may litigate.

18. Liability

18.1 For the avoidance of doubt, the Contractor is not liable to the Client for any Consequential Loss incurred by the Client from or in connection with this agreement. Consequential Loss means, but is not limited to, loss of profits (whether direct or indirect), loss of production, loss or denial of opportunity, loss of access to markets, loss of goodwill, loss of business reputation, future reputation or publicity.

18.2 Despite any other clause in these terms and conditions, the maximum liability of the Contractor arising out of the performance or non-performance of the Services, whether under the law of contract, tort or otherwise, shall be the lesser of \$200,000 or the Price. The limitation of liability does not apply to a claim which cannot be limited at law.

18.3 The Contractor shall not be liable to the Client for:

- (1) the acts, omissions or defaults of other contractors or consultants engaged by the Client (including consultants or contractors engaged by the Contractor as agent for the Client);
- (2) any changes, alterations or additions to the Services made by others without the express approval of the Contractor;
- (3) any Services that are not performed in accordance with the agreement, unless the Contractor is notified in writing of the non-performance within 1 year of the provision of those Services;
- (4) the accuracy of any quantity and cost estimates;
- (5) any loss, damage or claim to the extent that such loss, damage or claim was caused or contributed to by the Client or its employees, agents, consultants or contractors.

18.3 The Contractor shall not be liable to any third party for any claim whatsoever arising out of or in connection with

the Services.

19. Privacy Act 1988

19.1 The Client agrees for the Contractor to obtain a credit report containing the Client's personal credit information in relation to credit provided by the Contractor.

19.2 The Contractor may exchange information about the Client with those credit providers either named as trade referees by the Client or named in a consumer credit report issued by a credit reporting agency 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.

19.3 The Client consents to the Contractor being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).

19.4 The Client agrees that personal credit information provided may be used and retained by the Contractor for:

- (a) the provision of Services; and/or
- (b) the marketing of Services by the Contractor; and/or
- (c) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Services; and/or
- (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
- (e) enabling the daily operation of Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Services.

19.5 The Contractor may give information about the Client to a credit reporting agency:

- (a) to obtain a consumer credit report about the Client;
- (b) to allow the credit reporting agency to create or maintain a credit information file containing information about the Client.

19.6 The information given to the credit reporting agency may include:

- (a) personal particulars (the Client's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number);
- (b) details concerning the Client's application for credit or commercial credit and the amount requested;
- (c) advice that the Contractor is a current credit provider to the Client;
- (d) advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started;
- (e) that the Client's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;
- (f) information that, in the opinion of the Contractor, the Client has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Client's credit obligations);
- (g) advice that cheques drawn by the Client for (\$100) or more, have been dishonoured more than once;
- (h) that credit provided to the Client by the Contractor has been paid or otherwise discharged.

20. General

20.1 The failure by the Contractor to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Contractor's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

20.2 These terms and conditions and any contract to which they apply shall be governed by the laws of the state in which the Contractor has its principal place of business, and are subject to the jurisdiction of the courts in that state.

20.3 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 Contractor nor to withhold payment of any invoice because part of that invoice is in dispute.

20.4 The Contractor may license or sub-contract all or any part of its rights and obligations without the Client's consent.

20.5 The Client agrees that the Contractor may amend these terms and conditions at any time. If the Contractor makes a change to these terms and conditions, then that change will take effect from the date on which the Contractor notifies

the Client of such change. The Client will be taken to have accepted such changes if the Client makes a further request for the Contractor to provide Services to the Client.

20.6 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.

20.7 The Client warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.

Appendix





Photo 5

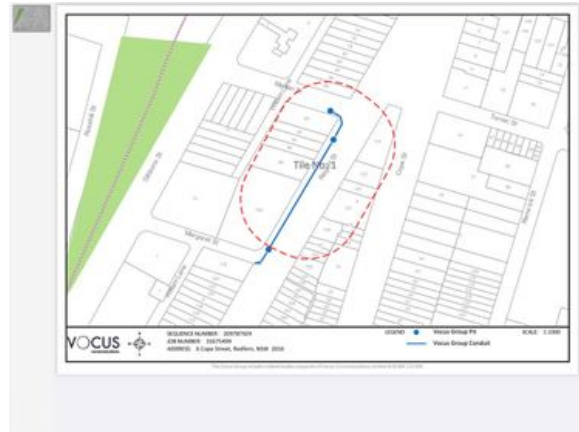


Photo 6



Photo 7



Photo 8



Photo 10

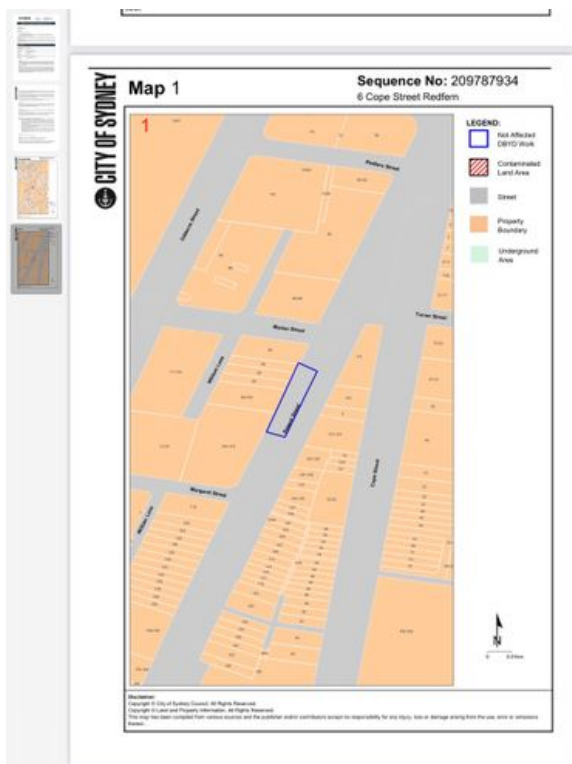


Photo 9

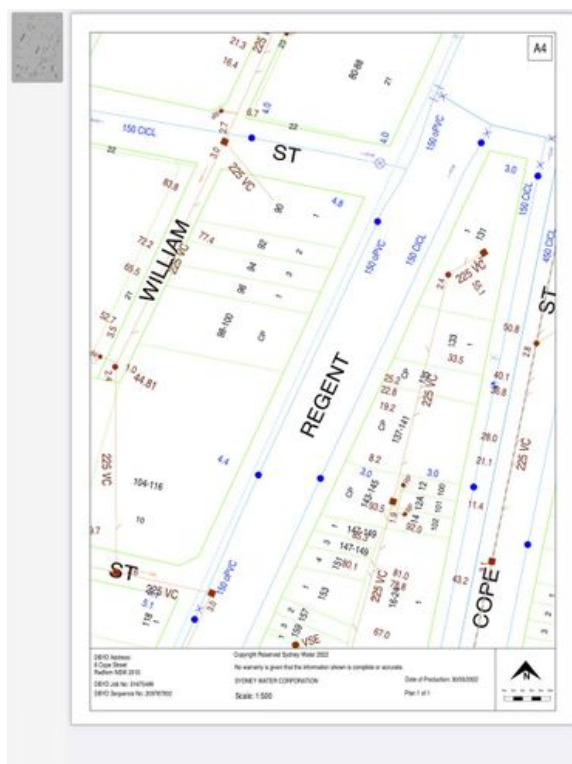


Photo 12



Photo 11

Job No 31675499

Phone: 1100
www.1100.com.au

Caller Details

Contact: Michael Nicholas
Company: Not required
Address: Unit 26, 22 Avenue Road, Seven Hills NSW 2147

Caller St: 3004677
Phone: 6477 555 766
Email: michael.nicholas@journsearch.com.au

Dig Site and Enquiry Details

User Reference: 4 Cope Street
Working on Behalf of: Private
Enquiry Date: 30/03/2022
Start Date: 30/03/2022
End Date: 31/04/2022

Address: 4 Cope Street, Redfern NSW 2016
Job Purpose: Mechanical Excavation
Location of Workpiece: South
Location in Road: Road Footpath, Nature Strip

Notes/Description of Works:
Not required

Your Responsibilities and Duty of Care

- The lodgement of an enquiry **DEMANDS** the project to commence. You must obtain all necessary information from any and all likely impacted asset owners prior to excavation.
- If plans are not received within 2 working days, contact the asset owners directly & quote their Sequence No.
- AU&B2 perform an onsite inspection for the presence of assets. Should you require an onsite location, contact the asset owners directly. Please remember, plans do not detail the exact location of assets.
- Prohibit to establish the exact location of all underground assets using a hand shovel, before using heavy machinery.
- Obtain any relevant to any State registration requirements regarding Duty of Care and safe digging requirements.
- If you damage an underground asset you **MUST** advise the asset owner immediately.
- By using this service, you agree to Privacy Policy and the terms and conditions set out at www.1100.com.au.
- For more information on safe excavation practices, visit www.1100.com.au.

Asset Owner Details

The assets owner listed below have been requested to contribute with information about their asset location within 2 working days. Additional time should be allowed for information issued by post. It is **YOUR RESPONSIBILITY** to identify the names of any underground assets in and around your proposed dig site. Please be aware, that not all asset owners are registered with the Dial Before You Dig service, so it is **YOUR RESPONSIBILITY** to identify and contact any asset owners not listed here directly.

Asset owners highlighted in green require that you call their office to collect plans.

Seq. No.	Authority Name	Phone	Status
209787928	Ausgrid	(02) 4951 0899	NOTIFIED
209787934	City of Sydney (Contaminated Land)	(02) 9265 9544	NOTIFIED
209787933	City of Sydney (Jemena)	(02) 9265 9819	NOTIFIED
209787931	Jemena Gas South	1800 880 906	NOTIFIED
209787929	NBN Co Network	1800 887 826	NOTIFIED
209787927	Network NCC NSW	1800 262 443	NOTIFIED
209787930	Optus and/or Telecom New	1800 309 777	NOTIFIED
209787923	Sydney Metro	(02) 8245 9400	NOTIFIED
209787932	Sydney Water	13 25 92	NOTIFIED
209787926	Telstra NSW Central	1800 553 935	NOTIFIED
209787924	TPI Telecom (NSW)	1800 786 206	NOTIFIED

Lodge Your Free Enquiry Online - 24 Hours a Day, Seven Days a Week

Seq. No.	Authority Name	Phone	Status
209787929	Vocus Communications 2	1800 262 443	NOTIFIED

not checked

Photo 14

Job No 31675499

Phone: 1100
www.1100.com.au

Caller Details

Contact: Michael Nicholas
Company: Not supplied
Address: Unit 16, 23 Powers Road
Seven Hills NSW 2147

Call Me At: 3004077 **Phone:** 8477 955 064

Email: michael.nicholas@nswpower.com.au

Dig Site and Display Details

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

User Reference:
Working on Behalf of:
Emergency Site:
Site ID:
Address:
A Scope Street:
Address: 3004 2018

A Scope Street
Private
Start Date:
End Date:
30/05/2022
31/05/2022

Job Purpose:
Location:
Location of Workpiece:
Soil:

Onsite Activities:
Archaeological Excavation
Landscape to Road
Soil: Road, Footpath, Nature Strip

- Check that the location of the dig site is correct. If not you must submit a new enquiry.
- Should the scope of works change, or your priority dates expire, you must submit a new enquiry.
- Be NOT DUG without plans. Site excavation is your responsibility. If you do not understand the plans, you have to dig, please contact the relevant asset owner.

Name/Description of Works:

Not supplied

Your Responsibilities and Duty of Care

- The following are an enquiry **NOT** authorising the project to commence. You must obtain all necessary information from any and all likely impacted asset owners prior to excavation.
- If plans are not received within 7 working days, contact the asset owners directly to clarify their language.
- ASBESTOS perform an asbestos inspection for the presence of asbestos. Should you require an onsite location, contact the asset owners directly. Please remember plans do not define the exact location of assets.
- Pertains to establish the exact location of all underground assets using a hand held device, before using heavy machinery.
- Ensure you adhere to any State regulatory requirements regarding Duty of Care and safe digging requirements.
- If you damage an underground asset you MUST advise the asset owner immediately.
- By using this service, you agree to Privacy Policy and the terms and disclaimers set out at www.1100.com.au
- For more information on safe excavation practices, visit www.1100.com.au

Asset Owner Details

The assets shown below have been requested to participate by your enquiry with this information about the asset location within 7 working days. Additional info will be delivered for information based on the job. Visit the www.1100.com.au to identify the presence of any underground assets in and around your proposed site. Please ensure all not at all contact are registered with this service as it is **NOT** an **ASBESTOS** dig site, identify and contact any asset owners not listed here directly.

If asset owners highlighted by website require that you call them to discuss your enquiry or to obtain plans:

Asset Name	Authority Name	Phone	Status
2201781728	Asquith	1202 4951 0991	NOTIFIED
2204787834	City of Sydney (Contaminated Lands)	1202 9555 9544	NOTIFIED
2204787933	City of Sydney (JMS)	1202 9555 9519	NOTIFIED
2204787831	Leumeah South Council	1300 880 505	NOTIFIED
2204787825	NBN Co Network	1800 447 826	NOTIFIED
2204787827	Nepean NCC, NSW	1800 262 643	NOTIFIED
2204787830	Opalus and Uccumbi State	1800 565 717	NOTIFIED
2204787823	Sydney Metro	1202 8565 1400	NOTIFIED
2204787832	Sydney Water	13 10 92	NOTIFIED
2204787826	Tasman Water Central	1800 563 935	NOTIFIED
2204787824	TPS Network (NSW)	1800 786 206	NOTIFIED

Lodge Your Free Enquiry Online – 24 Hours a Day, Seven Days a Week

Seq No	Authority Name	Phone	Status
2204787829	Vicinity Communications 2	1800 262 643	NOTIFIED

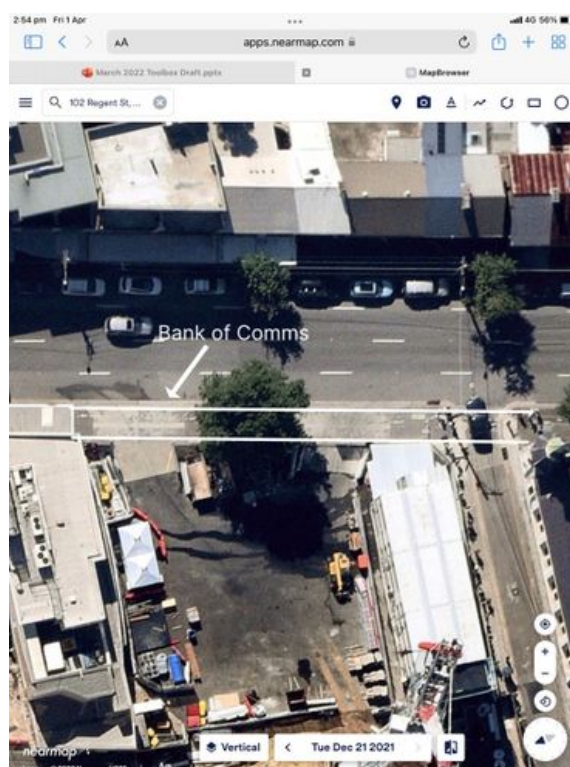
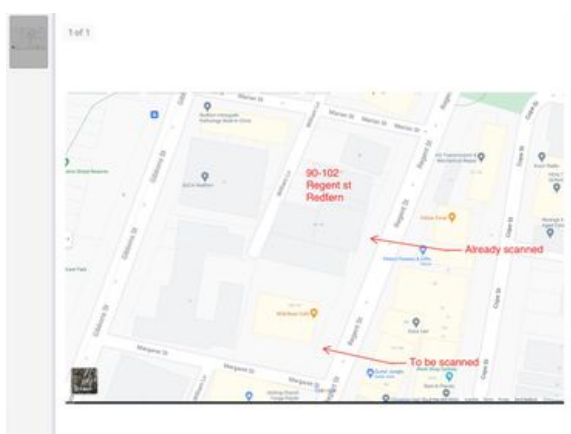




Photo 17



Photo 20



Photo 19



Photo 22





Photo 25



Photo 28



Photo 27



Photo 29