



EXTRAORDINARY COUNCIL MEETING

Wednesday 7 December, 2022

at 4:00PM

Council Chambers, 56 Chanter Street, Berrigan



Under Separate Cover Appendices

Table of Contents

| | | |
|-----|---|----|
| 5.1 | Barooga Water Treatment Plant - Purchase of 31-35 Buchanans Road, Barooga | |
| | Appendix 1 Final Contract of Sale | 4 |
| 5.3 | Review of the Local Government Boundaries Commission | |
| | Appendix 2 Review into the Local Government Boundaries Commission | |
| | Discussion Paper | 40 |
| | Appendix 4 Draft BSC Submission - Boundaries Commission | 61 |

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Contract for the sale and purchase of land 2022 edition

| | | |
|--|--|---|
| TERM | MEANING OF TERM | NSW DAN: |
| vendor's agent | Andrew Jenkins & Co Pty Ltd PO Box 366, COBRAM VIC 3644 | Phone: 0428 570 717 Fax: 03 5871 1687 |
| co-agent | | |
| vendor | Ronald Charles Wilson and Vikki Marie Wilson 31-33 Buchanans Road, Barooga, NSW 3644 | |
| vendor's solicitor | Cassidys Morrison & Teare 22 Main Street, Cobram VIC 3644 PO Box 19, Cobram VIC 3644 | Phone: 03 5872 2211 Email: belinda@cmat.com.au Fax: Ref: BM:MK:1192042 |
| date for completion | 30th day after the contract date | (clause 15) |
| land (address, plan details and title reference) | 31-33 Buchanans Road , Barooga, New South Wales 3644 Registered Plan: Lot 1 Plan DP 358505 Folio Identifier 1/358505 | |
| improvements | <input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other: | |
| attached copies | <input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents: | |

A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.

| | |
|-----------------------|--|
| inclusions | <input checked="" type="checkbox"/> air conditioning <input type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> curtains <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> TV antenna <input checked="" type="checkbox"/> other: oven, wood heater |
| exclusions | Pool, Shed |
| purchaser | Berrigan Shire Council 55 Chanter Street, Berrigan, NSW 2712 Australia |
| purchaser's solicitor | Kell Moore Lawyers & Conveyancers 571 Kiewa Street, Albury, NSW 2640 PO Box 487, Albury NSW 2640 Phone: 02 6021 2844 Email: ckeogh@kellmoore.com.au Fax: 02 6021 6075 Ref: Caitlen Keogh |
| price | \$1,100,000.00 |
| deposit | <u>\$110,000.00</u> (10% of the price, unless otherwise stated) |
| balance | \$990,000.00 |
| contract date | (if not stated, the date this contract was made) |

Where there is more than one purchaser JOINT TENANTS
 tenants in common in unequal shares, specify:

GST AMOUNT (optional) The price includes GST of: \$

Note: Clause 20.15 provides "Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked."

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SIGNING PAGE

| VENDOR | PURCHASER | | | | | | | | | | | | |
|---|---|---|------------------------------------|------------------------------------|----------------------|----------------------|---|---|---|------------------------------------|------------------------------------|----------------------|----------------------|
| <p>Signed by</p> <p>_____ Vendor</p> <p>_____ Vendor</p> | <p>Signed by</p> <p>_____ Purchaser</p> <p>_____ Purchaser</p> | | | | | | | | | | | | |
| VENDOR (COMPANY) | PURCHASER (COMPANY) | | | | | | | | | | | | |
| <p>Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> _____ Signature of authorised person </td> <td style="width: 50%; border: none;"> _____ Signature of authorised person </td> </tr> <tr> <td style="border: none;"> _____ Name of authorised person </td> <td style="border: none;"> _____ Name of authorised person </td> </tr> <tr> <td style="border: none;"> _____ Office held </td> <td style="border: none;"> _____ Office held </td> </tr> </table> | _____ Signature of authorised person | _____ Signature of authorised person | _____ Name of authorised person | _____ Name of authorised person | _____ Office held | _____ Office held | <p>Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> _____ Signature of authorised person </td> <td style="width: 50%; border: none;"> _____ Signature of authorised person </td> </tr> <tr> <td style="border: none;"> _____ Name of authorised person </td> <td style="border: none;"> _____ Name of authorised person </td> </tr> <tr> <td style="border: none;"> _____ Office held </td> <td style="border: none;"> _____ Office held </td> </tr> </table> | _____ Signature of authorised person | _____ Signature of authorised person | _____ Name of authorised person | _____ Name of authorised person | _____ Office held | _____ Office held |
| _____ Signature of authorised person | _____ Signature of authorised person | | | | | | | | | | | | |
| _____ Name of authorised person | _____ Name of authorised person | | | | | | | | | | | | |
| _____ Office held | _____ Office held | | | | | | | | | | | | |
| _____ Signature of authorised person | _____ Signature of authorised person | | | | | | | | | | | | |
| _____ Name of authorised person | _____ Name of authorised person | | | | | | | | | | | | |
| _____ Office held | _____ Office held | | | | | | | | | | | | |

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ChoicesVendor agrees to accept a **deposit-bond** NO yes**Nominated Electronic Lodgment Network (ELN)** (clause 4): _____**Manual transaction** (clause 30) NO yes

(if yes, vendor must provide further details, including any applicable exception, in the space below):

Tax information (the parties promise this is correct as far as each party is aware)**Land tax** is adjustable NO yes**GST:** Taxable supply NO yes in full yes to an extentMargin scheme will be used in making the taxable supply NO yes

This sale is not a taxable supply because (one or more of the following may apply) the sale is:

- not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- GST-free because the sale is the supply of a going concern under section 38-325
- GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
- input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make a **GSTRW payment** NO yes (if yes, vendor must provide further details)

(GST residential withholding payment)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

GSTRW payment (GST residential withholding payment) – further details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate):Amount must be paid: AT COMPLETION at another time (specify):Is any of the consideration not expressed as an amount in money? NO yes

If "yes", the GST inclusive market value of the non-monetary consideration: \$

Other details (including those required by regulation or the ATO forms):

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List of Documents

| General | Strata or community title (clause 23 of the contract) |
|---|---|
| <input checked="" type="checkbox"/> 1 property certificate for the land | <input type="checkbox"/> 33 property certificate for strata common property |
| <input checked="" type="checkbox"/> 2 plan of the land | <input type="checkbox"/> 34 plan creating strata common property |
| <input type="checkbox"/> 3 unregistered plan of the land | <input type="checkbox"/> 35 strata by-laws |
| <input type="checkbox"/> 4 plan of land to be subdivided | <input type="checkbox"/> 36 strata development contract or statement |
| <input type="checkbox"/> 5 document to be lodged with a relevant plan | <input type="checkbox"/> 37 strata management statement |
| <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 | <input type="checkbox"/> 38 strata renewal proposal |
| <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) | <input type="checkbox"/> 39 strata renewal plan |
| <input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) | <input type="checkbox"/> 40 leasehold strata - lease of lot and common property |
| <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) | <input type="checkbox"/> 41 property certificate for neighbourhood property |
| <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract | <input type="checkbox"/> 42 plan creating neighbourhood property |
| <input type="checkbox"/> 11 <i>planning agreement</i> | <input type="checkbox"/> 43 neighbourhood development contract |
| <input type="checkbox"/> 12 section 88G certificate (positive covenant) | <input type="checkbox"/> 44 neighbourhood management statement |
| <input type="checkbox"/> 13 survey report | <input type="checkbox"/> 45 property certificate for precinct property |
| <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> | <input type="checkbox"/> 46 plan creating precinct property |
| <input type="checkbox"/> 15 occupation certificate | <input type="checkbox"/> 47 precinct development contract |
| <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) | <input type="checkbox"/> 48 precinct management statement |
| <input type="checkbox"/> 17 other document relevant to tenancies | <input type="checkbox"/> 49 property certificate for community property |
| <input type="checkbox"/> 18 licence benefiting the land | <input type="checkbox"/> 50 plan creating community property |
| <input type="checkbox"/> 19 old system document | <input type="checkbox"/> 51 community development contract |
| <input type="checkbox"/> 20 Crown purchase statement of account | <input type="checkbox"/> 52 community management statement |
| <input type="checkbox"/> 21 building management statement | <input type="checkbox"/> 53 document disclosing a change of by-laws |
| <input checked="" type="checkbox"/> 22 form of requisitions | <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement |
| <input type="checkbox"/> 23 <i>clearance certificate</i> | <input type="checkbox"/> 55 document disclosing a change in boundaries |
| <input type="checkbox"/> 24 land tax certificate | <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 |
| Home Building Act 1989 | <input type="checkbox"/> 57 information certificate under Community Land Management Act 1989 |
| <input type="checkbox"/> 25 insurance certificate | <input type="checkbox"/> 58 disclosure statement - off the plan contract |
| <input type="checkbox"/> 26 brochure or warning | <input type="checkbox"/> 59 other document relevant to off the plan contract |
| <input type="checkbox"/> 27 evidence of alternative indemnity cover | Other |
| Swimming Pools Act 1992 | <input type="checkbox"/> 60 |
| <input type="checkbox"/> 28 certificate of compliance | |
| <input type="checkbox"/> 29 evidence of registration | |
| <input type="checkbox"/> 30 relevant occupation certificate | |
| <input type="checkbox"/> 31 certificate of non-compliance | |
| <input type="checkbox"/> 32 detailed reasons of non-compliance | |

HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number

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IMPORTANT NOTICE TO VENDORS AND PURCHASERS

Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.

WARNING—SMOKE ALARMS

The owners of certain types of buildings and strata lots must have smoke alarms, or in certain cases heat alarms, installed in the building or lot in accordance with regulations under the *Environmental Planning and Assessment Act 1979*. It is an offence not to comply. It is also an offence to remove or interfere with a smoke alarm or heat alarm. Penalties apply.

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds records showing that the residential premises contain loose-fill asbestos insulation.

For further information about loose-fill asbestos insulation, including areas in which residential premises have been identified as containing loose-fill asbestos insulation, contact NSW Fair Trading.

Cooling off period (purchaser's rights)

- 1** This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.
- 2** **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
 - (a)** for an off the plan contract—the tenth business day after the day on which the contract was made, or
 - (b)** in any other case—the fifth business day after the day on which the contract was made.
- 3** There is **NO COOLING OFF PERIOD**—
 - (a)** if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or
 - (b)** if the property is sold by public auction, or
 - (c)** if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
 - (d)** if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under the Act, section 66ZG.
- 4** A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5** The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

DISPUTES

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

AUCTIONS

Regulations made under the Property and Stock Agents Act 2002 prescribe a number of conditions applying to sales by auction.

WARNINGS

1. Various Acts of Parliament and other matters can affect the rights of the parties to this contract. Some important matters are actions, claims, decisions, licences, notices, orders, proposals or rights of way involving:
APA Group
Australian Taxation Office
Council
County Council
Department of Planning and Environment
Department of Primary Industries
Electricity and gas
Land and Housing Corporation
Local Land Services
NSW Department of Education
NSW Fair Trading
Owner of adjoining land
Privacy
Public Works Advisory
Subsidence Advisory NSW
Telecommunications
Transport for NSW
Water, sewerage or drainage authority
If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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The vendor sells and the purchaser buys the *property* for the price under these provisions instead of Schedule 3 Conveyancing Act 1919, subject to any *legislation* that cannot be excluded.

1 Definitions (a term in italics is a defined term)

1.1 In this contract, these terms (in any form) mean –

| | |
|-------------------------------|---|
| <i>adjustment date</i> | the earlier of the giving of possession to the purchaser or completion; |
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>authorised Subscriber</i> | a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8; |
| <i>bank</i> | the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union; |
| <i>business day</i> | any day except a bank or public holiday throughout NSW or a Saturday or Sunday; |
| <i>cheque</i> | a cheque that is not postdated or stale; |
| <i>clearance certificate</i> | a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion; |
| <i>completion time</i> | the time of day at which completion is to occur; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>deposit-bond</i> | a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount; |
| <i>depositholder</i> | vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent); |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>document of title</i> | document relevant to the title or the passing of title; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ; |
| <i>FRCGW percentage</i> | the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017); |
| <i>FRCGW remittance</i> | a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ; |
| <i>GST Act</i> | A New Tax System (Goods and Services Tax) Act 1999; |
| <i>GST rate</i> | the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000); |
| <i>GSTRW payment</i> | a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>); |
| <i>GSTRW rate</i> | the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not); |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>legislation</i> | an Act or a by-law, ordinance, regulation or rule made under an Act; |
| <i>manual transaction</i> | a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ; |
| <i>normally</i> | subject to any other provision of this contract; |
| <i>participation rules</i> | the participation rules as determined by the <i>ECNL</i> ; |
| <i>party</i> | each of the vendor and the purchaser; |
| <i>property</i> | the land, the improvements, all fixtures and the inclusions, but not the exclusions; |
| <i>planning agreement</i> | a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; |

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- requisition* an objection, question or requisition (but the term does not include a claim);
- rescind* rescind this contract from the beginning;
- serve* serve in writing on the other *party*;
- settlement cheque* an unendorsed *cheque* made payable to the person to be paid and –
- issued by a *bank* and drawn on itself; or
 - if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
- solicitor* in relation to a *party*, the *party's* *solicitor* or licensed conveyancer named in this contract or in a notice *served* by the *party*;
- TA Act* Taxation Administration Act 1953;
- terminate* terminate this contract for breach;
- title data* the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
- variation* a variation made under s14-235 of Schedule 1 to the *TA Act*;
- within* in relation to a period, at any time before or during the period; and
- work order* a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).
- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.
- 2 Deposit and other payments before completion**
- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
- 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
- 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
- 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
- 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.
- 3 Deposit-bond**
- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

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- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a *party serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and *populate* an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.
- 7 Claims by purchaser**
- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.
- 8 Vendor's rights and obligations**
- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *-serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *-serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.

16 Completion**• Vendor**

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* *serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
 - 18.2.2 make any change or structural alteration or addition to the *property*; or
 - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
 - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
 - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each party's knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each party consents to –
- 20.16.1 any party signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the parties.
- 20.17 Each party agrees that electronic signing by a party identifies that party and indicates that party's intention to be bound by this contract.

21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a business day, the time is extended to the next business day, except in the case of clauses 2 and 3.2.
- 21.6 Normally, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to terminate.

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The parties must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

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26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
27.4 If consent is refused, either *party* can *rescind*.
27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
27.6 If consent is not given or refused –
27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
27.7.1 under a *planning agreement*; or
27.7.2 in the Western Division.
27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
28.3 If the plan is not registered *within* that time and in that manner –
28.3.1 the purchaser can *rescind*; and
28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
29.7 If the *parties* can lawfully complete without the event happening –
29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and
29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
 - either *party* *serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Manual transaction**
- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

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32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
 - 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
 - 32.3.2 the claim for compensation is not a claim under this contract.

37-33 BUCHANANS RD, BAROOGA 3644

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ADDITIONAL CLAUSES FORMING PART OF THIS CONTRACT

32. The purchaser was not introduced to the property or the vendor by any real estate agent or other person entitled to claim commission as a result of this sale (other than the vendor's agent, if any, specified in this contract). The purchaser will indemnify the vendor against any claim for commission by any real estate agent or other person arising out of an introduction of the purchaser and against all claims and expenses for the defence and determination of such a claim made against the vendor. This right continues after completion.
33. Despite any rule of law or equity to the contrary, the vendor and the purchaser agree that any notice to complete given by the vendor to the purchaser under this contract shall be reasonable as to time if a period of 14 days from the date of service of the notice is allowed for completion.
34. The purchaser accepts the property in its present condition and state of repair with all faults latent and patent subject to fair wear and tear as provided in clause 10.1.4 and the purchaser cannot make a claim or requisition or rescind or terminate in this regard.
35. Provided that the vendor is ready, willing and able to give title to the purchaser, if this contract is not completed for any reason (other than the vendor's default) on or before the Completion date then in addition to any other right which the Vendor may have under this contract or otherwise the purchaser will on completion (which will in this clause include rescission or termination) of this contract pay to the vendor interest on the balance of the purchase price at a fixed rate of 12.5% per annum calculated on daily balances, commencing on the Completion date and continuing until completion of this contract. This interest is a genuine pre-estimate of liquidated damages and will be deemed to be part of the balance of purchase money due and payable on completion.
36. **PPSA – Release of security interest**
- 36.1 This special condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.
- 36.2 Subject to special conditions 36.3 and 36.4, the vendor must ensure that at or before settlement, the purchaser receives:
- (a) A release from the secured party releasing the security interest in respect of the property; or
 - (b) A statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at the due date for settlement; or
 - (c) A written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on the due date for settlement, the personal property included in the contract is not or will not be property in which the security interest is granted—
if the security interest is registered in the Personal Properties Securities Register.
- 36.3 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that is sold in the ordinary course of the vendor's business of selling personal property of that

kind unless, in the case of goods that may or must be described by a serial number in the Personal Properties Securities Register, the purchaser advises the vendor at least 21 days before the due date for settlement that the goods are to be held as inventory.

- 36.4 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that:
- (a) Is not described by serial number in the Personal Property Securities Register;
 - (b) Is predominantly used for personal, domestic or household purposes; and
 - (c) Has a market value of not more than \$5,000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount.
- 36.5 A release for the purposes of special condition 36.2(a) must be in writing and in a form published by the Law Institute of Victoria, Law Council of Australia or the Australian Bankers Association.
- 36.6 If the purchaser receives a release under special condition 36.2(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 36.7 In addition to ensuring a release is received under special condition 36.2(a), the vendor must ensure that at or before settlement, the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
37. Following settlement:
- 37.1 Notwithstanding clause 17, the purchaser agrees to allow the vendor to continue to occupy the residential dwelling and curtilage on the property (**Lease Site**) for a period of 12 months after completion. The parties must, prior to completion, enter into a Residential Tenancy Agreement on the following terms:
- (a) a standard Residential Tenancy Agreement pursuant to the Residential Tenancies Act 2010;
 - (b) a term of 12 months;
 - (c) a rent of \$1.00 per annum;
 - (d) if the vendor (as tenant) continues to occupy the Lease Site after the fixed term as a periodic tenant, the rent will be reviewed to market rent; and
 - (e) the tenant acknowledges that the purchaser (landlord) will:
 - (i) from 1 March 2023:
 - (A) be entitled to access the balance of the property (other than the Lease Site) for any purpose, including building sludge ponds for the water treatment plant at the back of the property; and
 - (B) construct a fence to screen the dwelling from the ponds.
 - (ii) at all times be entitled to access the balance of the property (other than the Lease Site), after providing 48 hours notice to the tenant, for the purposes of survey, soil sampling and any other similar purpose;

(iii) be entitled to enter the property to decommission or remove the swimming pool and spa to ensure compliance with its legal obligations.

- 37.2 The Purchaser agrees for the Vendor to remove the existing shed and pool on the property at their expense during the vendor's occupancy period.
- 37.3 Special conditions 37 shall not merge on settlement.



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/358505

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|----------|------------|-----------|
| 7/10/2022 | 12:43 PM | 3 | 15/9/2018 |

LAND

LOT 1 IN DEPOSITED PLAN 358505
LOCAL GOVERNMENT AREA BERRIGAN
PARISH OF COTTADIDDA COUNTY OF DENISON
TITLE DIAGRAM DP358505

FIRST SCHEDULE

RONALD CHARLES WILSON
VIKKI MARIE WILSON
AS JOINT TENANTS

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 AA144833 MORTGAGE TO BENDIGO AND ADELAIDE BANK LIMITED
- 3 AC379374 MORTGAGE TO BENDIGO AND ADELAIDE BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



1192042

PRINTED ON 7/10/2022

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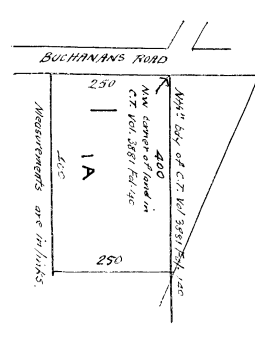
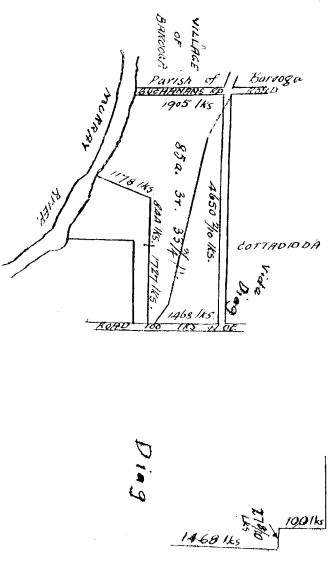
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D531529 ~~FP358505~~ **D531529** ~~FP358505~~
 Plan A' of 2 Plans ^(E) Plan B' of 2 Plans ^(E)

| LINKS | METRES |
|--------|---------|
| 37.8 | 5,592 |
| 100 | 20,117 |
| 250 | 50,282 |
| 700 | 144,249 |
| 1178 | 159,786 |
| 846 | 226,916 |
| 1722 | 347,417 |
| 1905 | 393,225 |
| 4650.2 | 939,971 |



Copy of sketch plan endorsed on Certificate of Title Vol. 3381 Folio 140 to 89acs. 3rds. 33/100ths. to part of Portion 1 parish of Cottadilla County of Denison.

*Plan approved by Council
 Cross by Louis Gaudin
 Dec 1948 to new Plan B'*

W. H. Gaudin

Copy of sketch plan endorsed on transfer 1531529 from Cecilia Jane Quinane and Mary Margaret Miller to John Miller of part of Portion 1 parish of Cottadilla County of Denison and part of the land in Certificate of Title Vol 391 Fol. 140.

*Plan approved by Council
 Cross by Louis Gaudin
 Certificate No. 1948 M. 1. Part of Sundh. (R.P)
 Dec. also recorded*

W. H. Gaudin

LGA, LOT NO. 3 AREA ADDED IN LTO 19.12.1995 A

LGA - BERRIGAN



PLANNING CERTIFICATE UNDER SECTION 10.7(2)

Environmental Planning and Assessment Act, 1979 (as amended)

Certificate Number: 110/2023
Fees: \$53.00
Receipt Number: 258790
Date: 11.10.2022

Applicant: Cassidys Morrison and Teare
P.O Box 19
COBRAM VIC 3644

Property: 31-33 Buchanans Road, Barooga
Lot 1 / DP 358505
4050m2

Owner: Mr R C Wilson and Mrs V M Wilson

1. Names of relevant planning instruments and DCPs

(1) Environmental planning instruments applying to the carrying out of development on the land.

(a) Local Environmental Plan (LEP)

- Berrigan Local Environmental Plan 2013

(b) State Environmental Planning Policies (SEPP)

- SEPP 21 – Caravan Parks
- SEPP 33 – Hazardous and Offensive Development
- SEPP 36 – Manufactured Home Estates
- SEPP 50 – Canal Estate Development
- SEPP 55 – Remediation of Land
- SEPP 64 – Advertising and Signage
- SEPP 65 – Design Quality of Residential Apartment Development
- SEPP 70 – Affordable Housing (Revised Schemes)
- SEPP (Affordable Rental Housing) 2009
- SEPP (Building Sustainability Index: BASIX) 2004
- SEPP (Concurrences and Consents) 2018
- SEPP (Educational Establishments and Child Care Facilities) 2017
- SEPP (Exempt and Complying Development Codes) 2008
- SEPP (Housing for Seniors or People with a Disability) 2004
- SEPP (Infrastructure) 2007
- SEPP (Koala Habitat Protection) 2021
- SEPP (Mining, Petroleum Production and Extractive Industries) 2007
- SEPP (Miscellaneous Consent Provisions) 2007
- SEPP (Primary Production & Rural Development) 2019
- SEPP (State and Regional Development) 2011
- SEPP (Vegetation in Non-Rural Areas) 2017
- Murray Regional Environmental Plan No. 2 – Riverine Land (Deemed SEPP)

PLANNING CERTIFICATE UNDER SECTION 10.7(2)

Environmental Planning and Assessment Act, 1979 (as amended)

110/2023

Page 2 of 5

(2) Proposed environmental planning instruments applying to the carrying out of development on the land.
Not Applicable

(3) Development Control Plans that applying to the carrying out of development on the land

- Berrigan Development Control Plan, 2014

2. Zoning and land use under Berrigan Local Environmental Plan 2013

(a) Zone RU5 Village

(b) **Permitted without consent**

Environmental protection works; Home-based child care; Home occupations; Roads;
Water reticulation systems

(c) **Permitted with consent**

Agricultural produce industries; Amusement centres; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Child care centres; Commercial premises; Community facilities; Crematoria; Depots; Dwelling houses; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Environmental facilities; Exhibition homes; Exhibition villages; Flood mitigation works; Freight transport facilities; Function centres; Helipads; Home businesses; Home industries; Home occupations (sex services); Highway service centres; Industries; Industrial retail outlets; Industrial training facilities; Information and education facilities; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Neighbourhood shops; Passenger transport facilities; Places of public worship; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Residential accommodation; Respite day care centres; Restricted premises; Rural industries; Schools; Service stations; Sewerage systems; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wholesale supplies

(d) **Prohibited**

Cellar door premises; Farm stay accommodation; Heavy industries; Rural workers' dwellings; Any other development not specified in item (b) or (c)

(e) The erection of a dwelling on this land is not prohibited by reason of a development standard relating to the minimum area on which a dwelling house may be erected. Refer to Lot Size Map applicable to the zone.

(f) The land does not include or comprise declared critical habitat.

(g) The land is not located in a designated conservation area.

(h) There is not an item of environmental heritage situated on the land.

PLANNING CERTIFICATE UNDER SECTION 10.7(2)

Environmental Planning and Assessment Act, 1979 (as amended)

110/2023

Page 3 of 6

3. Complying development

Whether or not the land is land on which complying development may be carried out under each of the codes for complying development because of provisions of clauses 1.17A(1)(c) to (e), (2), (3), and (4), 1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

- Housing Code
- Housing Alterations Code
- General Development Code
- Commercial and Industrial Alterations Code
- Demolition Code
- Fire Safety Code
- Low Rise Medium Density Housing Code
- Inland Code
- Subdivisions Code

This land is identified as:

- Bush Fire Prone Land,

4. (a) Repealed

- (b) Annual charges under *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works

Not Applicable

5. Mine subsidence

The subject land is not within an area proclaimed to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

6. Road widening and road realignment

The land is not affected by any proposal under either Division 2 of part 3 of the *Roads Act 1993*, or any environmental planning instrument, or any resolution of the Council in relation to road widening or realignment.

7. Council and other public authority policies on hazard risk restrictions

The Council, or another public authority, has not adopted a policy that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

7A. Flood related development controls information

Development on the land, or part thereof, for the purposes of dwelling houses, dual occupancies, multi dwelling houses or residential flat buildings (not including development for the purposes of group homes or seniors housing), or for any other purpose, is not subject to flood related development controls.

PLANNING CERTIFICATE UNDER SECTION 10.7(2)

Environmental Planning and Assessment Act, 1979 (as amended)

110/2023

Page 4 of 6

8. Land reserved for acquisition

The land is not subject to acquisition by a public authority under any planning instrument or proposed environmental planning instrument.

9. Contribution plans

- Berrigan Shire Council Development Contributions Plan created under Section 7.18 of the Environmental Planning and Assessment Act 1979 applies to this land.
- Berrigan Shire Councils Development Servicing Plans for Water and Sewer created under Section 64 of the Local Government Act 1993 apply to this land.

9A. Biodiversity certified land

The land is not biodiversity certified (within the meaning of Part 8 of the *Biodiversity Conservation Act 2016*)

10. Biodiversity stewardship sites

Not Applicable

10A. Native vegetation clearing set asides

Not Applicable

11. Bush fire prone land

Part of the land is shown as bushfire prone land in Council's records. Further details of any applicable restrictions on development of the land may be obtained on application to Council.

12. Property vegetation plans

Not Applicable

13. Orders under Trees (Disputes Between Neighbours) Act 2006

Not Applicable

14. Directions under Part 3A

Not Applicable

15. Site compatibility certificates and conditions for seniors housing

A current site compatibility certificate (seniors housing), of which the Council is aware, has not been issued in respect of proposed development on the land.

16. Site compatibility certificates for infrastructure, schools or TAFE establishments

A valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the Council is aware, has not been issued in respect of proposed development on the land.

17. Site compatibility certificates and conditions for affordable rental housing

A current site compatibility certificate (affordable rental housing), of which the Council is aware, has not been issued in respect of proposed development on the land.

PLANNING CERTIFICATE UNDER SECTION 10.7(2)

Environmental Planning and Assessment Act, 1979 (as amended)

110/2023

Page 5 of 6

18. Paper subdivision information

Not Applicable

19. Site verification certificates

Not Applicable

20. Loose-fill asbestos insulation

A residential dwelling erected on this land has not been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation. Contact NSW Fair Trading for more information.

21. Affected building notices and building product rectification orders

Council is not aware of any affected building notice, building product rectification order or notice to make a building product rectification order that is in force in respect of the land.

22. State Environmental Planning Policy (Western Sydney Aerotropolis) 2020

Not applicable to Berrigan Local Government Area.

Note –

The following matters are prescribed by section 59(2) of the *Contaminated Land Management Act 1997* as additional matters to be specified in a planning certificate -

- (a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued.

NO

- (b) that the land to which the certificate relates is subject to a management order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued.

NO

- (c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act—if it is the subject of such an approved proposal at the date when the certificate is issued.

NO

PLANNING CERTIFICATE UNDER SECTION 10.7(2)

Environmental Planning and Assessment Act, 1979 (as amended)

110/2023

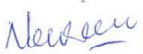
Page 6 of 6

(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued.

NO

(e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act—if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

NO


NOUREEN WAJID
TOWN PLANNER





Revenue

| | |
|-------------------|-------------|
| Enquiry ID | 3803953 |
| Agent ID | 81429403 |
| Issue Date | 18 Oct 2022 |
| Correspondence ID | 1753804218 |
| Your reference | 1192042 |

INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.

This information is based on data held by Revenue NSW.

| Land ID | Land address | Taxable land value |
|-----------|---------------------------------|--------------------|
| D358505/1 | 31-33 BUCHANANS RD BAROOGA 3644 | \$136 000 |

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2022 tax year.

Yours sincerely,



Scott Johnston

Chief Commissioner of State Revenue

Important information**Who is protected by a clearance certificate?**

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au/taxes/land/clearance.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details

Read more about Land Tax and use our online service at www.revenue.nsw.gov.au



1300 139 816*



Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.

* Overseas customers call +61 2 7808 6906
Help in community languages is available.



Review into the Local Government Boundaries Commission

Discussion Paper

November 2022





Acknowledgement of Country

The Department of Planning and Environment acknowledges that it stands on Aboriginal land. We acknowledge the Traditional Custodians of the land and we show our respect for Elders past, present and emerging through thoughtful and collaborative approaches to our work, seeking to demonstrate our ongoing commitment to providing places in which Aboriginal people are included socially, culturally and economically.

Published by NSW Department of Planning and Environment

dpie.nsw.gov.au

Review into the Local Government Boundaries Commission

First published: November 2022

ISBN/ISSN: 978-1-922001-93-1

Department reference number: A833081

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Contents

| | |
|---|-----------|
| About the review | 4 |
| Who may make submissions?..... | 4 |
| Submissions are due by 5PM 16 December 2022 | 5 |
| Terminology | 5 |
| The case for review and recent demerger determinations | 5 |
| The role of the Local Government Boundaries Commission | 6 |
| Composition of the Boundaries Commission | 6 |
| Selection credentials and eligibility criteria | 7 |
| Remuneration..... | 8 |
| Meeting procedures..... | 8 |
| Have your say - Questions 1 to 3 | 9 |
| How does the Boundaries Commission provide advice? | 9 |
| Who can make a proposal?..... | 10 |
| What factors are considered by the Boundaries Commission when examining proposals?..... | 15 |
| How does the Boundaries Commission report? | 16 |
| Have your say - Questions 4 to 8 | 16 |
| How are community and stakeholder views represented? | 17 |
| Have your say – Questions 9 to 11..... | 18 |
| Next steps | 19 |
| Terms of Reference - Attachment 1 | 20 |
| How to make a submission - Attachment 2 | 21 |

About the review

The Minister for Local Government has commissioned an independent review into the NSW Local Government Boundaries Commission (the review).

The review will examine the composition, function and processes of the NSW Local Government Boundaries Commission (Boundaries Commission) established under the *Local Government Act 1993* (Act) and the *Local Government (General) Regulation 2021* (Regulation), with the aim of identifying areas for improvement. The review will also include an examination of similar frameworks used in other jurisdictions for any lessons they may offer for improving the New South Wales framework.

This discussion paper has been prepared to outline the current framework and to invite submissions identifying areas for improvement, together with suggestions for the practical application of those improvements.

All stakeholders are invited to respond to this discussion paper, including community members, councils and joint organisations, individual councillors and council staff, professional and employee representative organisations, local government industry stakeholder groups and key NSW Government agencies and other related stakeholders.

The review will be undertaken by an independent consultant, Dr Juliet Lucy, whose legal experience has a strong focus on administrative and public law. Dr Lucy will author the final report canvassing options for improvement and making recommendations accordingly. Administrative support for the reviewer will be provided through the Office of Local Government (OLG) for coordination purposes.

The independent reviewer's findings and recommendations will be provided to the Minister.

The objectives of the review are to:

Look at the composition of the Boundaries Commission

Consider the Boundaries Commission's ability to provide robust advice

Determine the best methods to ensure community and stakeholders are well represented

Recommend any potential improvements to ensure the best outcomes

A copy of the terms of reference is included as Attachment 1 to this discussion paper. Further information about the review and the Boundaries Commission is available on the OLG [website](#).

Who may make submissions?

We want meaningful feedback and anyone is welcome to offer comment about how the Boundaries Commission can best carry out its role, how we can ensure good decision making when a proposal is put forward and how we can identify any potential improvements.

To assist formulate submissions that will be informative to the review and that can be compiled in a way that facilitates analysis, targeted questions have been asked at key points in this discussion paper.

While this discussion paper has been developed to encourage feedback in response to the targeted questions, we welcome any further, general feedback in connection with the terms of reference at Attachment 1.

The views of all stakeholders will be considered in identifying options for improvement.

Submissions are due by 5PM 16 December 2022

Submissions can be made using the online feedback form or in a separate written submission. Further information about how to make a submission is provided in Attachment 2 to this discussion paper.

Terminology

References in the Act and in this discussion paper to both the 'Department' and the 'Office of Local Government' include the 'Department of Planning and Environment'. The Office of Local Government forms part of that Department.

The Act refers to the 'Departmental Chief Executive.' The Departmental Chief Executive's functions include to nominate one of the commissioners on the Boundaries Commission and, if requested to do so, to report to the Minister on proposals to amalgamate councils or alter the boundaries of councils. The 'Deputy Secretary, Crown Lands and Local Government' performs the role of 'Departmental Chief Executive'.

The case for review and recent demerger determinations

In July 2021, the (then) Minister announced the review into the Boundaries Commission. The announcement coincided with the release of the Boundaries Commission reports into the two elector proposals, Snowy Valleys Council and the initial proposal for Cootamundra-Gundagai Regional Council.

When the Minister released the two elector proposals in 2021, the Minister confirmed that the current boundaries of these councils would remain in place, meaning that the councils would not demerge. At the time, the Boundaries Commission's examinations of the Cootamundra-Gundagai Regional Council and Snowy Valleys Council demerger elector proposals resulted in conflicting outcomes and recommendations.

It should be noted that recently, on 24 August 2022, based on a new proposal by Cootamundra-Gundagai Regional Council as a business case to demerge the 'new' Council formed in 2016, the Minister made the decision to support the de-amalgamation, based on consideration of the reports published by the Boundaries Commission in July 2022. As was the case in 2021, the Boundaries Commission put forward to the Minister a majority report and a dissenting report; however, on this occasion, the majority report recommended the de-amalgamation.

The diverse findings of the Boundaries Commission and the Minister's subsequent determinations in 2021 and 2022 indicate that the Boundaries Commission has an ability to provide robust and thorough

advice to the Minister. Nevertheless, this discussion paper and the review will explore opportunities to improve this process.

This Review does not seek to review or appeal the previous recommendations of the Boundaries Commission or examine past decisions of the Minister.

The role of the Local Government Boundaries Commission

The Boundaries Commission is an independent statutory authority constituted under section 260 of the Act. While the Boundaries Commission reports to the Minister, it is not subject to the direction of either the Minister or OLG. The funding for the work of the Boundaries Commission and its secretariat however is derived from OLG's recurrent funding.

The Boundaries Commission's role is to examine and report on any matter referred to it by the Minister in relation to the boundaries of local government areas in NSW. These matters include proposals for the constitution, amalgamation, or alteration of boundaries of local government areas. Amendments made to the Act in 2021 expanded the role of the Boundaries Commission to examine and report to the Minister in relation to proposals for de-amalgamation of 'new' councils formed in 2016 and 2017. These 'new' councils were formed as a result of decisions in 2016 and 2017 to amalgamate some former council areas.

The Boundaries Commission is also responsible, where a matter has been referred to the Deputy Secretary of OLG for examination and report, to review that report and provide comments to the Minister.

The Boundaries Commission's report assists the Minister in considering whether or not to make a recommendation to the Governor regarding the proposal. The Minister may recommend that a proposal be implemented, with or without modifications, or may decline to recommend that the proposal be implemented. In respect of constitutional matters, such as amalgamations, de-amalgamations and boundary alterations, the Governor acts of the advice of his or her Ministers.

Composition of the Boundaries Commission

Under section 261 of the Act, four commissioners are appointed to the Boundaries Commission by the Governor of NSW for a five-year term.

The Boundaries Commission is balanced with equal representation from within the local government sector and outside the sector.

Of the four commissioners:

- one member, the Chairperson, is nominated by the Minister for Local Government,
- a second member is an OLG officer nominated by the OLG Deputy Secretary, and
- the third and fourth members are councillors appointed from a panel comprising members nominated by Local Government NSW.

The Local Government NSW nominated panel, which selects two of the four commissioners, consists of 8 councillors. The Act provides the Minister with the ability to determine the process for nomination of panel members. Currently, however, the Minister does not specify a process for Local Government NSW to follow. In practice, Local Government NSW forms the panel of 8 councillors (usually 4 metro and 4 regional councillors) after seeking nominations from councillors through an Expression of Interest process.

In the event that an insufficient number of nominations (less than 8) have been made to the Local Government NSW-formed panel, the Governor may appoint a commissioner on the recommendation of the Minister.

Commissioners are eligible for reappointment however the [NSW Boards and Committees Guidelines](#) provides that, as good practice, members should not serve more than two consecutive terms on a board. The reappointment for Boundaries Commissioners must also be consistent with the [Public Service Commission’s Appointment Standards – Boards and Committees in the NSW Public Sector](#).

Selection credentials and eligibility criteria

There are no selection credentials or eligibility criteria for the appointment of commissioners in the Act, other than those listed above. This means that the commissioners are not required to hold any particular technical skills or experience.

The Boundaries Commission, however, has the ability to engage external resources to assist it with its workload and to provide needed skills and experience.

In practice, the selection, recommendation and approval of candidates for the positions of commissioner of the Boundaries Commission have been based on the following criteria.

| Role | Eligibility Criteria |
|---|--|
| The Chairperson (Ministerial nomination) | <ul style="list-style-type: none"> • The ability to respond to significant, complex and novel challenges with a high level of resilience and persistence, • Expertise in public administration, • The ability to rapidly understand and solve complex issues, • A high standard of professional accountability and integrity, and • Experience in identifying contentious issues, directing discussions and debates, and steering parties towards effective resolution. |
| The Deputy Secretary’s nomination | <ul style="list-style-type: none"> • The ability to respond to significant, complex and novel challenges with a high level of resilience and persistence, • Expertise in public administration, • The ability to rapidly understand and solve complex issues, |

- A high standard of professional accountability and integrity, and
- Status as an employee of OLG.

The two Councillor representatives

- Hold nomination on a panel of 8 councillors by the executive of Local Government NSW,
- Provide certain information to enable the completion of the required documentation.

The review is considering if commissioners should hold certain technical skills or experience and if additionally, each member should be required to hold different skill sets to complement each other. These might include functional knowledge or skills in areas such as public administration, asset management, risk management, internal and external auditing, financial or economic analysis, management control frameworks, internal financial controls, legal or governance (including planning, reporting and oversight).

There is no legislative requirement that regional and metropolitan areas are represented on the Boundaries Commission and the commonly-applied eligibility criteria do not make reference to this factor.

Remuneration

Commissioners, with the exception of the Departmental representative, are remunerated for their role on the Boundaries Commission. The remuneration is in accordance with the [NSW Government Boards and Committees remuneration framework](#). Commissioners are also entitled to reimbursement of associated expenses, such as travel expenses and a subsistence allowance. At present, the remuneration of Boundaries Commission members is as follows:

- Chair - \$50,000 pa
- Sitting members \$25,000 pa
- Department member - unpaid

The remuneration is paid on an annual basis and paid regardless of the number of reviews, if any, conducted in a year.

The Act enables commissioners to hold employment outside of the Boundaries Commission.

Meeting procedures

The Boundaries Commission determines the procedure for the calling of meetings. This means that the Boundaries Commission meets on a needs basis and is not required to meet a specified number of times per year.

The Chairperson is required to preside over the meetings and provide the necessary executive functions.

A quorum of a minimum of two commissioners (including the chairperson) is required for a Boundaries Commission meeting. Any decisions made need to be supported by a majority of votes cast at a meeting. In the event of an equality of votes, the Chairperson has a casting vote.

Importantly, commissioners are not entitled to vote on any question relating to the boundaries of the council area for which the commissioner is a councillor. In this situation, the commissioner is treated as being absent with the leave of the Minister for the period of examination or inquiry. While not explicitly stated in the Act, it is expected that the commissioner would be removed from reviewing the proposal in which the commissioner has a perceived or actual conflict of interest.

Have your say - Questions 1 to 3



1. Do you think the criteria currently being applied ensure that the commissioners have the skills and experience needed to appropriately undertake their role? If not, what skills or experience do you suggest should form part of the eligibility criteria?
2. Should the criteria for individual commissioner appointments be varied to ensure a complementary and wider range of skills and experience on the Boundaries Commission? If so, what balance of skills and experience need to be represented?
3. Do you think there should be a requirement that both metropolitan and regional or rural councillors should be represented? If so, should there be a minimum number of regional or rural councillors?

How does the Boundaries Commission provide advice?

The Boundaries Commission's role is to examine and report on any proposal referred to it, in relation to the boundaries of local government areas in NSW. This includes proposals for the amalgamation, de-amalgamation or alteration of boundaries of local government areas.

Types of proposals

Boundary alteration – changing the geographic boundary of two or more councils. For example; adjusting council boundaries to enable an entire parcel of privately owned land to sit within one LGA and pay one set of rates.

Amalgamation – merging two or more councils into one ‘new’ council.

De-amalgamation – the division of a council into two or more ‘new’ councils (often similar to councils which previously existed before they were amalgamated).

A boundary alteration does not result in the creation of ‘new’ or merging of ‘existing’ councils. In practice, minor boundary change proposals where all affected councils consent to the proposal are often referred to the Deputy Secretary but they could also be referred to the Boundaries Commission.

Where one of the affected councils to a boundary alteration proposal does not agree with it then it must be referred to the Boundaries Commission.

An amalgamation proposal can be referred to either the Deputy Secretary or the Boundaries Commission. All de-amalgamation proposals are referred to the Boundaries Commission.



The Boundaries Commission does not have a decision-making role. Its role is to examine the proposal and to report to the Minister.

The primary function of the reports produced by the Boundaries Commission is to assist the Minister in considering whether or not to make a recommendation to the Governor that a proposal be implemented.

Who can make a proposal?

Amalgamation and boundary alteration proposals

A proposal to amalgamate existing councils or to alter the boundaries of a council can be made by the Minister, by a council or by electors. Where a proposal is being made by electors, the Act requires that the proposal be supported by an appropriate minimum number of electors, either 250 of the enrolled electors or 10% of the electors in the area affected, whichever is the greater.

If an amalgamation or boundary alteration proposal applies to only part of an area, the appropriate minimum number of electors is either 250 of the enrolled electors for that part or 10% of the electors for that part, whichever is the lessor.

De-amalgamation

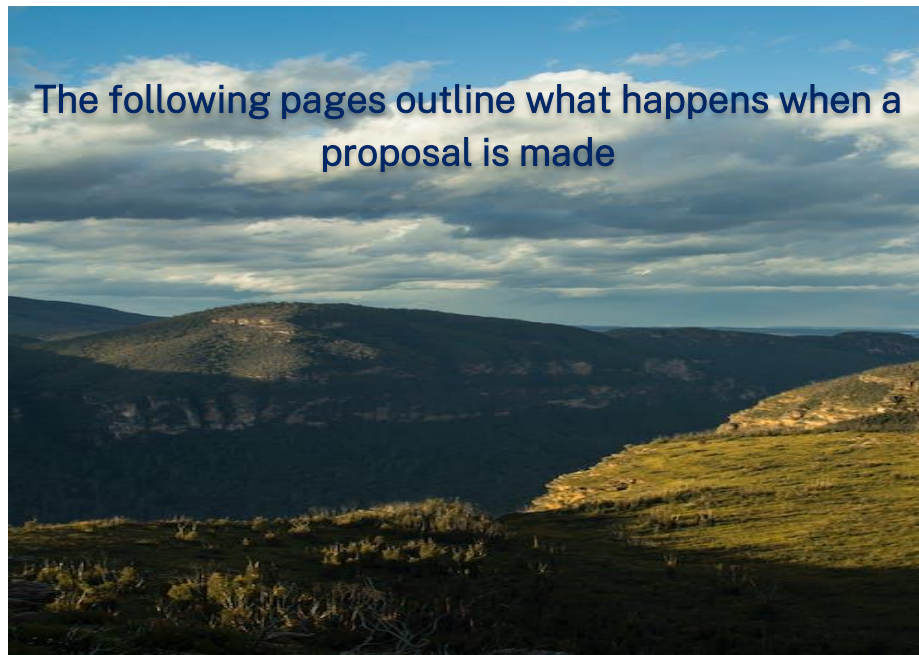
A proposal for de-amalgamation of a new area (where two or more councils have been amalgamated) may be made by the new council within 10 years of the constitution of the new area. The Act requires the proposal to be in the form of a business case setting out the proposal and the reasons in support of the proposal.

What happens when a proposal is made?

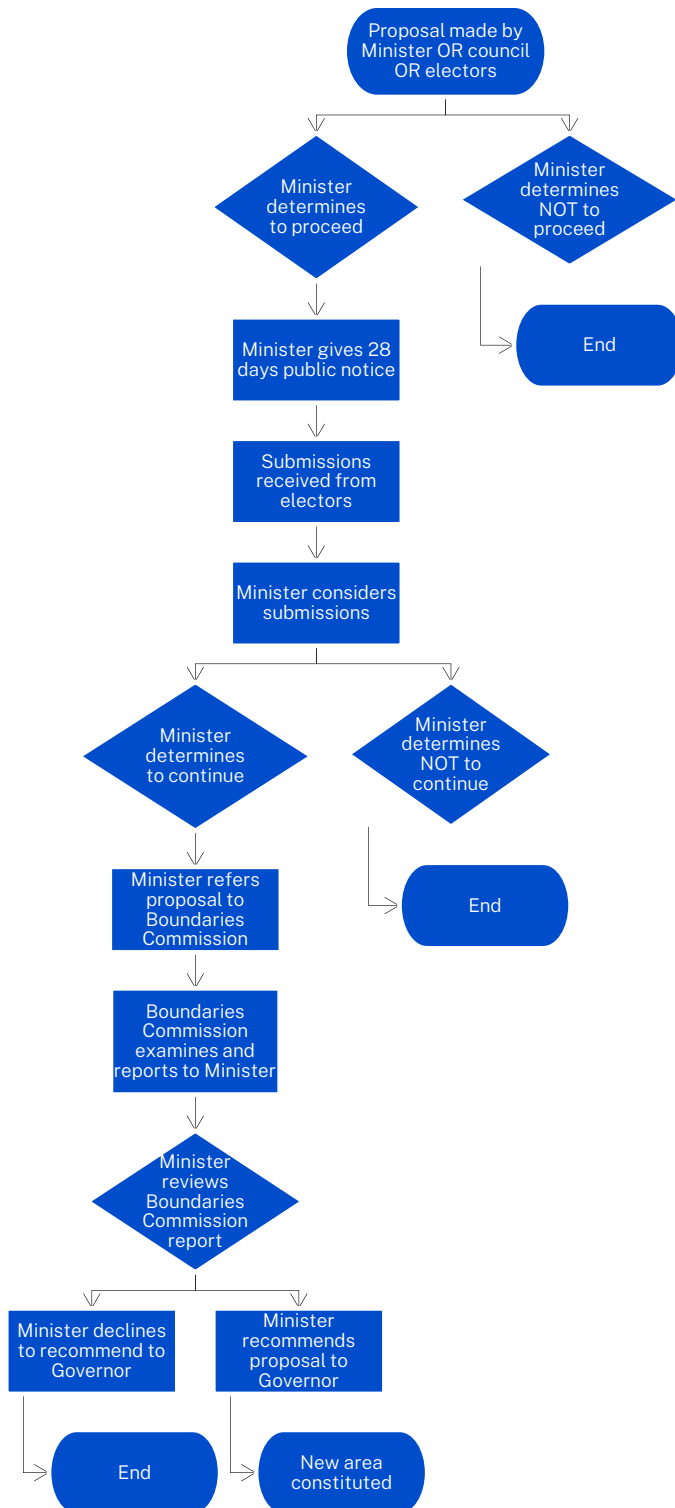
In practice, minor boundary change proposals where all affected councils consent to the proposal are referred to the Deputy Secretary without the need for reference to the Boundaries Commission.

Contested proposals, such as minor boundary alterations where one of the affected councils does not agree, and all amalgamation and de-amalgamation proposals, are referred to the Boundaries Commission.

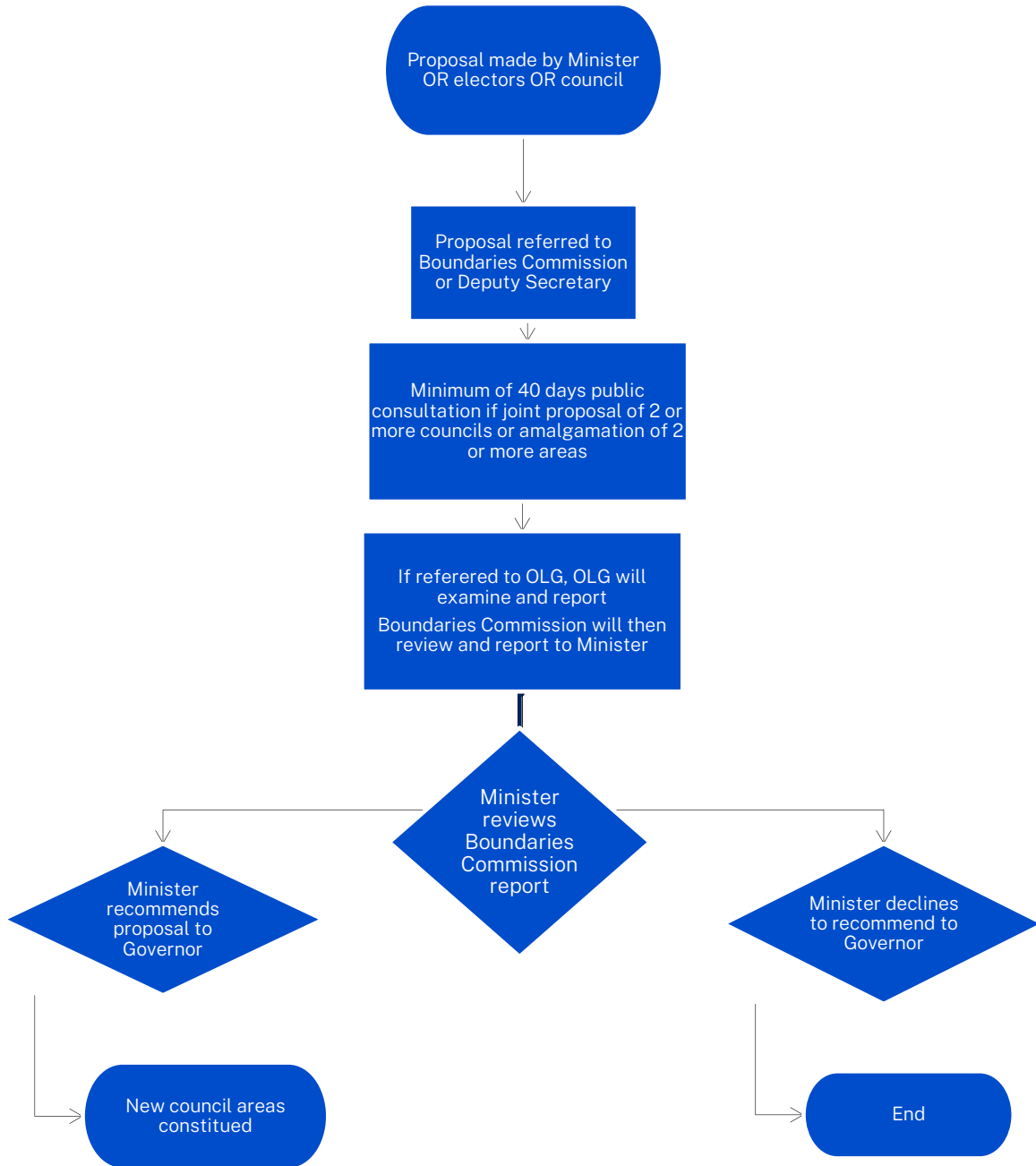
If the Minister determines to NOT proceed with a proposal, it is open to the council or electors to re-submit the proposal for subsequent examination and determination.



To constitute a new area - s215 of Act

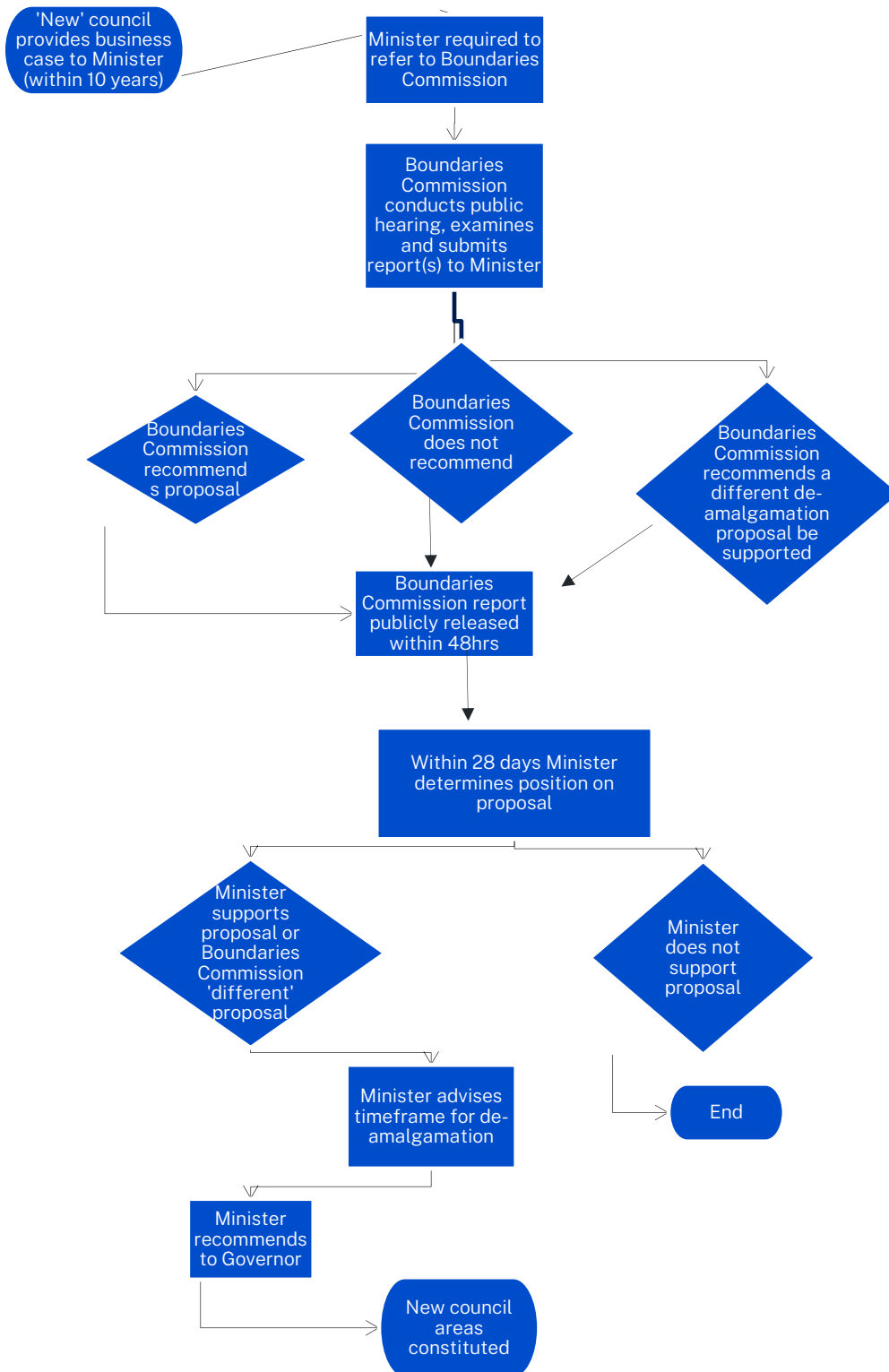


Amalgamation or boundary alteration – Division 2B of Act



#Note – As noted above, minor boundary change proposals where all affected councils consent to the proposal can be referred to the OLG Deputy Secretary without the need for reference to the Boundaries Commission. Contested proposals, such as minor boundary alterations where one of the affected councils does not agree, and all amalgamation and de-amalgamation proposals, are referred to the Boundaries Commission.

De-amalgamation of areas - 218CC of Act



What factors are considered by the Boundaries Commission when examining proposals?

The Boundaries Commission is required to consider 11 matters when examining proposals under section 263(3) of the Act relating to the boundaries of areas (including proposals for amalgamations and de-amalgamations). These are, in summary:

1. the financial advantages or disadvantages of any proposal to residents and ratepayers, including the economies or diseconomies of scale,
2. the community of interest and geographic cohesion in the existing areas and in any proposed new area,
3. existing historical and traditional values in the existing areas and the impact of change on them,
4. the attitude of residents and ratepayers,
5. the requirement for appropriate elected representation for ratepayers and residents at the local level,
6. the impact of the proposal on the ability of the councils to provide adequate, equitable and appropriate services and facilities,
7. the impact of the proposal on the employment of the staff by the councils,
8. the impact of the proposal on rural communities in the areas concerned,
9. in the case of a proposal for the amalgamation of two or more areas, the desirability (or otherwise) of dividing the resulting area/s into wards,
10. in the case of a proposal for the amalgamation of two or more areas, the need to ensure that the opinions of each of the diverse communities are effectively represented, and
11. any other factors the Boundaries Commission considers relevant to the provision of efficient and effective local government in the existing and proposed new areas.

While the Act requires the Boundaries Commission to consider these 11 matters, it does not prescribe what is required by the examination of the proposal or how the examination should be undertaken by the Commission. The Act does not provide for the weighting the Boundaries Commission is to give to each of these matters (for example, it does not require the Boundaries

Commission to give priority to any particular matter or matters). That is left to the judgment of the Boundaries Commission.

How does the Boundaries Commission report?

After having considered the 11 matters stipulated in the Act, the Boundaries Commission compiles a report to the Minister. Schedule 2 of the Act provides that in the event a commissioner has a dissenting view, the commissioner may provide the Minister with a dissenting report.

As referred to in the 'case for review and recent demerger determinations' section of this discussion paper, dissenting reports have been provided with majority reports put to the Minister in 2021 and 2022.

The Act provides that the Supreme Court has limited jurisdiction to interfere with the conduct of the Boundaries Commission.

Timeframe for Boundaries Commission reviews

The Act does not provide a timeframe for the examination and report process to be undertaken and completed by the Boundaries Commission.

Review timeframes are dependent on the complexity of the proposal and the quantity of information the Boundaries Commission needs to review, and therefore timeframes change on a case-by-case basis. The Boundaries Commission, however, is acutely aware of the need for its examinations to be completed within reasonable timeframes to provide certainty to the affected council/s and their communities.

Completion of the examination, during 2021 and 2022, of proposals affecting Snowy Valleys Council and the two proposals affecting Cootamundra-Gundagai Regional Council were impacted by the COVID-19 pandemic. The Boundaries Commission was required to defer public inquiry hearings until such a time the hearings could be held in accordance with the Public Health Orders in place at the time.

Have your say - Questions 4 to 8



4. Do you have any suggested changes or improvements to who can make a boundary alteration, amalgamation or de-amalgamation proposal? If so, please explain your suggestion.

5. Do you have any views on the minimum number of electors which should be required to make a proposal? If so, please explain the reasons for your views.
6. Do you suggest any changes to the 11 matters the Boundaries Commission is required to consider? If so, what changes would you recommend and why?
7. In your view, should the Boundaries Commission be required to give any of the 11 matters (or any other matters you think it should be required to consider) any particular weighting or preference? If so, what matters should be given more weight or preference and why?
8. Do you think timeframes should be set for the Boundaries Commission examination and reporting process? If so, what timeframe do you suggest for boundary alteration proposals, for amalgamation proposals and for de-amalgamation proposals? Why do you suggest these timeframes?

How are community and stakeholder views represented?

It is important that communities and stakeholders have an opportunity to articulate their views about a proposal. It is equally important that the feedback received is listened to and that it forms an integral part of the review and decision-making process.

The Act provides for a number of important public feedback and public reporting avenues. These are explained below.

The process maps provided earlier in this discussion paper outline that if the Minister determines to proceed with a proposal to constitute a new area, the Minister must give 28 days' public notice of the intention to proceed, receive submissions from electors and consider the submissions received prior to making any determination to continue or not with a proposal.

When a proposal is made to amalgamate or alter council boundaries, a minimum of 40 days' public consultation is required if the proposal has been jointly submitted by 2 or more councils or the proposal seeks to amalgamate 2 or more council areas. During this 40-day period, the Act stipulates that elector views must be sought through a range of mechanisms including advertised public meetings, issuing invitations to make public submissions, holding postal surveys or opinion polls and by means of formal polls.

When seeking public feedback through postal surveys and opinion polls, the Regulation requires the Boundaries Commission (or the Deputy Secretary as the case requires) to prepare a list and seek the views of:

- electors based on the Electoral Roll for the area/s concerned by the proposal,
- non-resident owners of land for the area/s concerned by the proposal, held by the relevant council/s, and
- occupiers and ratepaying lessees, held by the relevant council/s.

Another form of engagement is through an inquiry. The Minister can direct the Boundaries Commission to hold an inquiry, and if it has not received a Ministerial direction, the Boundaries Commission can seek the Minister's approval to hold an inquiry.

If a 'new' council, which has resulted from the amalgamation of previous councils within the past 10 years, provides a business case to the Minister seeking to de-amalgamate, the Boundaries Commission is required to hold an inquiry. The Minister is also required to ensure that the report of the Boundaries Commission is publicly released within 48 hours of receipt.

Reasonable public notice of the holding of an inquiry must be given and members of the public must be allowed to attend any inquiry. The legislation does not define 'reasonable public notice', set out the process for seeking public submissions or contain any details about how public inquiries should be held.

The Boundaries Commission held public hearings in the pandemic period. To facilitate public access, the hearings were live streamed. The recordings of the hearings remained available for a period of time to allow the public to make further submissions, which many people did.

When appearing before a public inquiry held by the Boundaries Commission, a person is not entitled to be represented by an Australian lawyer or by any person acting for fee or reward. An Australian lawyer may, however, prepare documents, submissions or legal advice to be tendered to the Boundaries Commission, on behalf of member/s of the public.

Have your say – Questions 9 to 11



9. Do you have any views on who should be approached to complete postal surveys and opinion polls when public feedback is sought about a proposal? Please explain the basis for your views.

10. Do you think that guidelines should be developed to determine the mechanisms and processes for ensuring that community and stakeholder views are represented? If so, what mechanisms and processes would you suggest and why?

11. Do you have any views about restricting representation of persons by a lawyer or person acting for fee or reward at public inquiries? If so, please explain the basis for your views.

Next steps

This discussion paper has been released to facilitate community and stakeholder input into the review. It is one phase of a broader review into the effectiveness of the Boundaries Commission.

Targeted consultation with key stakeholders and an examination of Boundaries Commission frameworks used in other jurisdictions will also be undertaken as part of the review.

The independent reviewer will collate and analyse all submissions, information and data and develop a report to the Minister at the end of March 2023.



To keep up to date with the review and for further information about the Boundaries Commission visit the [OLG website](#).

Terms of Reference - Attachment 1

Terms of Reference

Review into the Local Government Boundaries Commission



Context

The Boundaries Commission (the **Commission**) has a role under Chapter 9 of the *Local Government Act 1993* to examine and report on proposals for the constitution, amalgamation, de-amalgamation or alteration of boundaries of local government areas. Any amalgamation and de-amalgamation proposal is required to be referred to the Commission. The Commission is required to examine and report to the Minister for Local Government on proposals referred to it, to assist the Minister in considering whether or not to make a recommendation to the Governor regarding the proposal.

The Commission's recent examinations of Cootamundra-Gundagai Regional Council and Snowy Valleys Council demerger elector proposals resulted in conflicting outcomes and recommendations.

Recent amendments to the *Local Government Act 1993* have created a new role for the Commission in relation to proposals for de-amalgamation.

Role

The Reviewer is to review, examine and report to the Minister for Local Government on the composition, functions and processes of the Commission established under the *Local Government Act 1993* in relation to current and future proposals referred to the Commission under sections 218, 218F or 218CC of the *Local Government Act 1993*, including to:

- Review the efficacy of Chapter 9 Part 3 and Schedule 2 of the *Local Government Act 1993* to provide robust and cohesive advice to the Minister, including the statutory composition of the Commission
- Consider and report on mechanisms by which information and community and stakeholder views can be best provided to the Minister to guide and enhance the decision-making process, including whether the different approaches might be suitable for proposals considered by the Commission, and
- Advise on any improved, effective mechanisms for providing advice on and recommendations relating to proposals to the Minister, to ensure best practice and optimum outcomes.

Process

- Liaise with community, stakeholder groups and local councils
- Consult with the Department of Planning, Industry and Environment, Treasury, NSW Electoral Commission and other relevant Government agencies as necessary
- Make public a mechanism for providing submissions, and receive and assess submissions
- Review mechanisms similar to the Boundaries Commission in other jurisdictions
- Seek expert advice as required, and
- Consider the information, submissions, and material and formulate recommendations to the Minister.

Outcome

The report of the Review is to be provided to the Minister for Local Government.

Administration

Secretariat to be provided by DPIE – Office of Local Government.

How to make a submission - Attachment 2

Submissions may be made using the online feedback form or in writing by **5.00PM 16 December 2022**

Online submissions

Go to www.olg.nsw.gov.au and follow the link to the Boundaries Commission Review. The online submission form may also be accessed from [here](#) or downloaded from [here](#).

Written submissions

Completed submission forms or written submissions should be labelled 'Local Government Boundaries Commission Review'.

Post: Locked Bag 3015 NOWRA NSW 2541

Email: olg@olg.nsw.gov.au

To ensure submissions offer maximum value in assisting this review to identify the issues it needs to consider and address and to identify possible opportunities for improvement, they should be made based on the following guidelines:

- Submissions should be framed to offer constructive responses to the considerations identified in the dialogue boxes at conclusion of each section of this discussion paper. These are designed to prompt consideration of the key issues that need to be examined and addressed by the review.
- Submissions should focus on making positive suggestions for improvement rather than seeking to remedy past errors or failures. However, examples that illustrate any deficiencies in the current framework may assist the review in identifying opportunities for improvement.
- The review is not a vehicle to re-prosecute individual cases or as an appeal mechanism for past decisions. To the extent that submissions seek to do this, they will not be considered.
- There is no word limit on submissions. However, the inclusion of copious attachments and appendices to illustrate the points made in a submission is discouraged and will only detract from the attention that can be given to the submission.

While every effort will be made to preserve any confidential information provided in submissions, submissions or extracts from submissions may be incorporated into the review report and may otherwise be made publicly available at the discretion of OLG in consultation with the independent reviewer. If submissions are made public, contact details will be redacted. The name of the person making a submission may be released unless that person has requested to remain anonymous.

Any submissions received are also subject to the *Government Information (Public Access) Act 2009*.

For more information or for assistance with making a submission, please contact OLG on (02) 4428 4100 or via email at olg@olg.nsw.gov.au.

Review into the Local Government Boundaries Commission

Berrigan Shire Council Response



Introduction

The Berrigan Shire Local Government Area – (LGA) (pop 8,655), located on the border of NSW and Victoria, is a rural and unmerged LGA. Therefore, the boundaries of the LGA have not changed since the constitution of the LGA in 1906. The Council is committed to improving social and economic outcomes for residents, ratepayers, the region and, more broadly, the State. This submission addresses the questions posed by the Review. In doing so, the lens it uses considers that the efficacy of the Council's governance is enhanced by the spatial 'fit' of our LGAs boundaries. A 'spatial' fit shaped by the lived experience of the people who live, work, recreate and invest in our region: the users of the Council's services.

We understand the Terms of the Review to be:

Review the efficacy of Chapter 9 Part 3 and Schedule 2 of the Local Government Act 1993 to provide robust and cohesive advice to the Minister, including the statutory composition of the Commission

Consider and report on mechanisms by which information and community and stakeholder views can best be provided to the Minister to guide and enhance the decision-making process, including whether different approaches might be suitable for proposals considered by the commission, and

Advise on any improved effective mechanism for providing advice on and recommendations relating proposals to the Minister, to ensure best practice and optimum outcomes.

1. Do you think the criteria currently being applied ensure that the commissioners have the skills and experience needed to appropriately undertake their role? If not, what skills or experience do you suggest should form part of the eligibility criteria?

It should be essential that those determining matters related to altering the boundaries of a Local Government area have public governance skills and experience to understand the impacts of such decisions. Understanding localised and regional-level social and economic impact is more than just understanding financial accounting or economic principles; it is about understanding the reach of Local Government and the complex service delivery provided. It is about frank, fearless, and transparent evidence-based advice. Transparent in that the assumptions underpinning the evidence are ground-truthed and viewed as credible by all stakeholders.

Many amalgamations have led to communities being worse off because market-based governance strategies have not 'valued' the universality of local government service delivery and planning, leading to situations where one Council has had to take on the debt burden of another or a deteriorated asset base, for example. A requisite skill, therefore, for Commissioners is the ability to be a 'frank and fearless public administrator'. In addition, in a politicised environment of regulation, rate capping and cost-shifting in which Local Governments operate, commissioners must also robustly and transparently identify significant on-the-ground impacts.

Skill sets should generally be more than those expected of Board members (sound financial understanding at minimum) and include a deep understanding of risk management and strategic thinking. Skill sets should also be focused on public governance, requiring a deep understanding of social justice principles, public governance frameworks and economic sustainability. Although all skill sets cannot rest in one individual, each must exist in at least one of the members of the Board, ensuring as broad a knowledge base of the topic area is possible. Knowing the skill sets of the current Board should therefore be a starting point for understanding the strengths and weaknesses present.

The criteria currently applied to Councillors is the same generally patronising framework applied across the State Government sector. Councillors are professionals across a broad range of businesses and community delivery areas. Some are barristers and doctors, some are running multi-million dollar farming enterprises, some are teachers and community leaders, so to think commissions "only need to meet the skill requirements of being an elected member" somewhere is underselling greatly the depth and abilities of our Councillor representatives.

2. Should the criteria for individual commissioner appointments be varied to ensure a complementary and wider range of skills and experience on the Boundaries Commission? If so, what balance of skills and experience need to be represented?

The question is, in many respects, moot if a pre-determined skills, knowledge, and experience matrix guide appointment to the Boundaries Commission. Given there are only four Commissioners at this time, it is sensible to avoid individual commissioner appointments and instead support a process where two are replaced each year to ensure continuity of knowledge and induction for new members.

With regards to the skill sets, as above, having a skills matrix for Board appointments at each cycle should ensure those selected to replace any leaving are complementary and add value to the skill sets retained. A broad range of public governance skills and a deep understanding of the community impacts of these decisions should be more important than simply being an elected member or an employee of a government organisation. Berrigan Shire Council believes elected members have a depth of skills base equal to or more than those selected by a Minister or Departmental Official. Making sure the balance is right is therefore essential to ensure the decisions made by the Boundaries Commission delve deeply into the possible outcomes and assess them against public value criteria meaning that the ratepayers affected are demonstrably better off overall.

3. Do you think there should be a requirement that both metropolitan and regional or rural councillors be represented? Is so, should there be a minimum number of regional or rural councillors?

Communities and LGAs in NSW are not homogenous. As the level of government closest to communities should a boundary review be required, nuanced decision-making and appreciation of the complexity of council administration, local, regional, and State-level public governance are needed. Therefore, there should be a requirement for equal representation of metropolitan and regional, rural or remote Councils.

Berrigan Shire Council, however, cautions against the definition of the word "regional" often, it is seen as acceptable to include those within an hour or two of Sydney as being regional. This definition of regional is problematic because their "regional" experience is very different from the non-metropolitan communities (regional, rural and remote communities) outside the peri-urban catchments of the densely populated centres of Newcastle, Wollongong, and Sydney that is the other (NSW). It is therefore essential two groupings of Councils be agreed on and a relevant quota of members taken from each of those areas.

The impacts in regional, rural, and remote Councils can be far more significant and long-lasting than those experienced in metropolitan and peri-urban areas of metropolitan and regional centres.

Given the number of Councillors currently selected is two. At least one of those Councillors must be viewed by their peers as being from a genuinely regional, rural, or remote community. If the number of commissioners is raised, then it will be important to ensure those communities outside of metropolitan, urban and peri-urban Councils are equally represented and their views and experiences considered as part of any review.

4. Do you have any suggested changes or improvements to who can make a boundary alteration, amalgamation or de-amalgamation proposal? If so, please explain your suggestion,

No the current rules appear adequate with regards to requesting boundary alteration, amalgamation or de-amalgamation.

5. Do you have any views on the minimum number of electors which should be required to make a proposal? If so, please explain the reasons for your views.

No the current allowed minimum number of electors required to make a proposal seem adequate.

6. Do you suggest any changes to the 11 matters the Boundaries Commission is required to consider? If so, what changes would you recommend and why?

Notwithstanding the 11 Matters, the Boundaries Commission needs to consider (a legislative requirement); this question appears to be seeking feedback on whether these need to change. Change regarding the 11 Matters is unnecessary; instead, more robust emphasis on proposals building the case for why the existing boundaries are 'a problem' or why the 'improvement suggested' is so crucial that boundary change is needed. The current guidance provides no opportunity for Boundary Commissioners to identify and administratively assess in early stages spurious, vexatious, or politically motivated proposals which may be well-intentioned or the intention of the Minister. These are proposals that, on closer examination, jeopardise the efficacy of council governance and operations and, hence, community outcomes. A practical example of this follows.

Missing from the 11 matters is a direct reference to the Long Term Financial Plans or positions of Councils who are to be amalgamated or de-amalgamated and whether the change will affect their long-term financial viability. Instead, there is mention of the financial advantages and disadvantages to residents and ratepayers. Still, there should be a provision for decisions

to be made about how any proposal will affect the actual long-term economic viability of the Council/s involved with the assumptions that have underpinned the modelling transparent and agreed upon.

What will the effects of taking on several new assets have on the financial position of the amalgamated Council?

What will the effect of losing particular assets (such as sewerage treatment plants) have on de-amalgamated Councils, for instance (i.e. would one of the 'new' Councils need to build their own facility, or if they choose to access that asset under an agreement, how will that affect the long term financial viability of the Council – what if the agreed rates increase?)

Berrigan Shire Council believes the emphasis is placed on the amalgamation or de-amalgamation and the agreements that need to be made regarding staff etc., but not a long-term analysis of the costs to ratepayers. Matters such as whether it is likely a 'new' Council would need to apply for a special rate variation and, if so, at what point might that be expected, should be matters that are transparently known to ratepayers before any decision to support or otherwise (de)amalgamations are necessary otherwise the focus tends to be on more superficial things such as not having to pay two CEOs and Director groups. Staff salary costs, whilst essential, do not have the same long-term impacts as inheriting an extensive network of roads that have been under or not maintained might do.

7. In your view, should the Boundaries Commission be required to give any of the 11 matters (or any other matters you think it should be required to consider) any particular weighting or preference? If so, what matters should be given more weight or preference and why?

Berrigan Shire Council believes weightings could be applied to assessments based on the individual circumstance being considered. That is based on the rationale – the reason 'why' a boundary change is being proposed. The weightings and assessment criteria therefore, need to be part of the community engagement to ensure the effects on the affected communities are more broadly understood: improving therefore, the robustness of data informing the Commission's decision making. For instance if two financially strong Councils are being amalgamated then perhaps financial impacts will not be as important as equitable access to services and facilities. Generally, though financial concerns will probably be the major concern of any situation the Boundary Commission is likely to be assessing as (de)amalgamations are inherently expensive and the impact to the 'new' Council(s) bottom line and long term viability, should always be the first assessment criteria considered.

8. Do you think timeframes should be set for the Boundaries Commission examination and reporting process? If so, what timeframes do you suggest for boundary alteration proposals, for amalgamation proposals and for de-amalgamation proposals? Why do you suggest these timeframes?

Berrigan Shire Council is not sure anything other than 'reasonable' should be a test for the timeframes of the Boundaries Commission examinations and reporting processes, though these should probably be communicated more effectively to ensure relevant Councils and their communities have an understanding of what to expect and when they might have answers. Communication might be simply to let those concerned know an estimated time for reporting and then the provision of regular updates would allow for those affected to be updated. Not hearing anything for what seems like long periods of time only adds to the angst these matters have in communities.

9. Do you have any views on who should be approached to complete postal surveys and opinion polls when public feedback is sought about a proposal? Please explain the basis for your views.

Berrigan Shire Council would encourage approaches that include everyone on the electoral roll of any LGA affected by such proposals. The option to place everything online effectively excludes participants, particularly in rural, regional and remote locations where populations tend to be older, less mobile and where connectivity is patchy at best. Accessing postal surveys, face-to-face opinion polls and other public feedback forms are essential in these matters, as the broadest views should be actively gathered and considered. Placing information only on the YourSay site effectively excludes far too many people from actually having their say.

Online forums can also foster misunderstandings that arise from a belief that participants share a common experience of the same issue - e.g., access to services, housing, telecommunications, energy etc. For example, in many rural LGAs and communities, the Council is the sole employer of 'professional' staff. These professional staff also have a lived experience as service users of the Council's services. Commissioners should, therefore, take the time to experience for themselves the communities and the boundaries included in a proposal submitted for their review. A lived experience of an LGA and the spatial elements of its boundaries provides qualitative insight and an appreciation of local conditions needed to ensure that boundaries are not redrawn because two locations appear to be close to each other on a map.

10. Do you think that guidelines should be developed to determine the mechanisms and processes for ensuring that community and stakeholder views are represented? If so, what mechanisms and processes would you suggest and why?

Guidelines similar to those required of Councils when undertaking community engagement would assist in ensuring the broadest community and stakeholder views are represented in response to these matters. Engagement strategies for each different proposal are necessary as each matter will have its own complexities and considerations. Developing an Engagement Strategy in this way would allow the Boundaries Commission to ensure the information they are providing is reaching the broadest area possible with maximum effect, thereby increasing the likelihood of engagement on the matter. Using relevant Council networks will assist however, where a Council is opposed to a proposal they may not be as willing to participate.

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