

Special Conditions

1. Deposit

The Seller or the Seller Agent is entitled to hold the Deposit as it sees fit and the Buyer is not entitled to any interest or any other money in relation to the Deposit by reason of it being held by the Seller or the Seller's Agent.

2. Transfer

The Buyer must cause a Transfer of the Property to be delivered to the Seller or to the Seller's Representative no later than seven (7) days prior to the Settlement Date. If the Transfer is delivered to the Seller's Representative less than seven (7) days prior to the Settlement Date and if Settlement is delayed for that reason or for any other reason not the fault of the Seller then the Buyer must pay to the Seller interest (which is deemed to accrue from day to day) computed at the Prescribed Rate from the Settlement Date to the date upon which Settlement actually occurs and clause 4.1 of the 2018 General Conditions (as amended by special condition 17) is amended accordingly.

3. Outgoings

Clause 7 of the 2018 General Conditions does not apply to this Contract and in its place the following is substituted:

'7.1 Subject to clause 7.2 the Seller will pay all Outgoings up to the Settlement Date or the Possession Date (whichever is the earlier), from which date they are payable by the Buyer and will be apportioned if necessary. Any amount owing by one party to the other is to be paid or allowed at Settlement.

7.2 Land tax is to be apportioned on the basis that the Property is the only land of which the Seller is owner within the meaning of the Land Tax Assessment Act 1976. Land Tax will be payable by the Seller up to the date upon which this Contract is signed by the Buyer. On that date Land Tax will be apportioned and thereafter is payable by the Buyer.'

4. Requisition on Title

- (a) Clause 16 of the 2018 General Conditions does not apply to this contract.
- (b) The Buyer is not entitled to deliver any requisition on or objection to the title of the Seller and hereby unconditionally excludes the Buyer's right to do so.

5. Survey Pegs

The Seller is under no liability to ensure that survey pegs remain in their correct position or to replace them should they be moved or removed.

6. Dividing Fences

- (a) The Buyer and the Seller agree that the Seller has no liability to the Buyer or any other person claiming through the Buyer including its successors in title to contribute to the cost of erecting or repairing any dividing fence whether under the *Dividing Fences Act 1961* (WA) or otherwise and the Buyer shall indemnify the Seller against any such claim.
- (b) The Seller and the Buyer acknowledge that all dividing fences erected by the Seller on the Property are not necessarily on the boundaries of the Property and the Buyer acknowledges that the Buyer has no claim against the Seller if that is the position.

7. No Warranty or Representation

- (a) Clause 9 of the 2018 General Conditions does not apply to this Contract.
- (b) The Buyer acknowledges and admits that the Buyer relies solely on its own enquiries and warrants to the Seller that the Buyer has not been induced to enter into this Contract by reason of any express or implied statement, warranty or representation (whether oral, written or otherwise) given or made by the Seller or the Seller's Agent in respect of the Property or anything relating to or which could have an effect on the Property.

8. Prior Contract

- (a) If, at the time this Contract is signed by the Seller, the Seller or the Seller Agent has accepted an earlier offer to purchase the Property ("the Prior Contract") the Seller will not be bound to proceed with this Contract.
- (b) As soon as practicable after the Seller becomes aware of the Prior Contract, the Seller will give notice to the Buyer that this Contract has been terminated.
- (c) If the Seller gives notice in accordance with special condition 8(b), the Deposit paid by the Buyer under this Contract must be promptly repaid to the Buyer and no Party will have any claim or right of action arising from the termination of this Contract.

9. Form of Contract

The Seller will only accept offers for the Property if the offer is made in the form of this Contract and the Buyer is not a government instrumentality.

10. GST

Clauses 18.1 to 18.3 of the 2018 General Conditions do not apply to this Contract and in their place the following is substituted:

'18.1 The Buyer and the Seller agree that the Margin

Scheme is to be applied to this Contract. The Parties acknowledge that the consideration for the sale of the Property was negotiated on the basis that it includes GST, calculated on the basis that the Seller will choose to apply the Margin Scheme as provided for in Division 75 of the GST Act.'

11. Disclosure

The Buyer acknowledges that the directors of Peet Estates (WA) Pty Ltd, being a Seller Agent, may have a beneficial interest in the Seller.

12. Clause 24.18 – 2018 General Conditions

Clause 24.18 of the 2018 General Conditions is hereby specifically excluded and the rule in Bain v Fothergill applies to this Contract.

13. Subdivision

- (a) Clause 13.3(a)(1) of the 2018 General Conditions does not apply to this Contract and in its place the following is substituted:

'13.3(a)(1) The Planning Commission endorsing approval on a Subdivision Plan within eighteen (18) months of the date of granting of approval to the subdivision referred to in clause 13.2(a) or the Contract Date, whichever is the later date.'

- (b) Clause 13.4 of the 2018 General Conditions does not apply to this Contract and in its place the following is substituted:

'13.4 The Seller must use its best endeavours to arrange for:

- (a) the preparation of a Subdivision Plan including the Subdivision Lot; and
- (b) that Subdivision Plan to be:
 - (1) lodged at Landgate; and
 - (2) endorsed In Order for Dealing;

as soon as is practicable.'

14. Finance Clause

If the Subject to Finance clause referred to in Condition 1 of the Contract (**Finance Clause**) applies to this Contract:

- (a) the Finance Clause shall be deemed to have been satisfied upon Finance Approval being obtained even if the Financial Approval lapses or expires before the Settlement Date;
- (b) the Seller shall be under no obligation to agree to an extension to the Latest Time referred to in the Finance Clause; and
- (c) if the Lender nominated in the Schedule is a mortgage broker, or if no Lender is nominated in the Schedule, the expression 'Lender' in the definition of 'Finance Approval' shall be deemed to be a reference to a bank, building society, credit union or other institution which makes loans carrying on business in Western Australia and the definition of 'Finance Approval' in clause 1.9 is amended accordingly.'

15. Encumbrances

The Buyer acknowledges that the Property is sold subject to the following Specified Encumbrances:

- (a) all reservations and conditions and provisions (if any) contained in the certificate of title to the Property or which are reasonably apparent on visual inspection and all sewer mains (if any);
- (b) all resumptions, rights and encroachments (if any) now subsisting in respect of or over the Property;
- (c) easements, notifications and memorials noted or to be noted on the deposited plan, including easements of the nature referred to in special condition 30(b);
- (d) any notification lodged in accordance with section 165 of the Planning and Development Act;
- (e) the restrictive covenants contained in Annexure B to this Contract;
- (f) any other encumbrance including any easement, restrictive covenant, Title Notification or memorial which is not specified in this Contract but may be required by a statutory authority as a condition of subdivision;
- (g) all notices or work orders (if any) now received or which may be in the future received in respect of or over the Property;
- (h) all rights (if any) acquired by adverse possession in respect of or over the Property;
- (i) all claims (if any) by indigenous persons whether by virtue of any law or otherwise;
- (j) all liability (if any) to maintain and contribute to the costs of fences, underground power, sewerage and other liabilities and incidents of tenure affecting the Property; and
- (k) the obligations contained in this Contract, without any liability or obligation on the Seller to show creation of the Specified Encumbrances or to define or apportion any burden.

16. Dimensions

The Buyer acknowledges that it is fully aware that all dimensions, areas, boundaries and other features of the Property and the area, level and location of all services in relation to the Property shown as at the Contract Date are approximate only and are subject to confirmation.

17. Seller not liable

Except in the case of fraud or misrepresentation by the Seller, or the Seller's Agent, the Seller is not liable for any loss, damage, cost or expense (including, but not limited to, the increase in the money payable in any other agreement entered into by the Buyer concerning the Property) loss of profits or economic loss sustained by the Buyer, in any way arising out of the timing for the issue of a separate certificate of title for the Property, the timing for Settlement, the timing of the availability of services or anything else referred to in this special condition.

18. Interest

- (a) Clause 4.1(a) of the 2018 General Conditions does not apply to this Contract and in its place the following is substituted:
- '(a) If for any reason not attributable to the Seller, Settlement is not completed on the Settlement Date, the Buyer must pay to the Seller at Settlement interest on:
- (1) the balance of the Purchase Price; and
 - (2) any other money payable at Settlement,
- at the Prescribed Rate'.
- (b) Clause 4.2 of the 2018 General Conditions does not apply to this Contract;
- (c) In clause 4.3 of the 2018 General Conditions, the words:
- (i) 'and compensation allowable under clause 4.2' in the first paragraph; and
 - (ii) 'or compensation' in the final paragraph,
- are deleted.
- (d) In the definition of 'Prescribed Rate' in clause 26.1 of the 2018 General Conditions, the reference to 9% per annum is replaced with 12% per annum.
- (e) Clause 4.4 of the 2018 General Conditions does not apply to this Contract.

19. Caveat

The Buyer must not, before the issue by Landgate of a separate certificate of title for the Property, lodge any caveat against the title to the Original Land or any part of the Original Land to protect the Buyer's interest under this Contract.

20. Possession and Rent

Clauses 6.3 to 6.10 (inclusive) of the 2018 General Conditions do not apply to this contract.

21. Notices

A Notice may be given by the Seller Agent or Representative under clause 21 of the 2018 General Conditions and will be treated for all purposes as if the Notice had been given by the Seller.

22. Lot Variations

- (a) The Buyer acknowledges that the Property is currently under construction and the dimensions, area, level, fence type, extent and position of retaining walls, location of services, street lights and street trees may vary from the Lot Diagram annexed to this Contract (**Lot Diagram**).
- (b) The Buyer shall make no objection to, nor shall the Buyer have any claim for compensation in respect of, any variation to the dimensions, area, boundaries or description of the Property from that appearing in the Lot Diagram where the area of the Property on issue of the certificate of title is not less than 95% of the approximate area shown on the Lot Diagram or exceeds the approximate area shown on the

Lot Diagram or where levels, fence type, extent and position of retaining walls, location of services, street lights and street trees may vary from the Lot Diagram.

- (c) If the area of the Property on issue of the certificate of title to the Property is less than 95% of the approximate area shown on the Lot Diagram, the Buyer shall be entitled to one of the following options:
- (i) on Settlement the Buyer shall be allowed a pro rata reduction of and credit against the Purchase Price calculated per square metre of the total deficiency in area in full and final settlement and satisfaction of any and all claims or actions the Buyer has or would have but for this condition in respect of all variations from the Lot Diagram; or
 - (ii) at least twenty one (21) days prior to the Settlement Date the Buyer shall have the right to terminate this Contract by notice in writing to the Seller.
- (d) If this Contract is terminated by the Buyer under special condition 21(c)(ii) the Seller will repay the Deposit and all other moneys (if any) paid by the Buyer to the Seller under this Contract without deduction and upon repayment this Contract will cease to have effect and neither part shall have any claim of any nature against the other.
- (e) If a building envelope is required by the local authority and is indicated on the Lot Diagram, the Buyer acknowledges and accepts that:
- (i) the building envelope indicated on the Lot Diagram is an approximate only;
 - (ii) the Buyer shall make their own investigations into the location and extent of the building envelope and
 - (iii) the Buyer shall have no claim against the Seller for any variation to the dimensions, area or description of the building envelope from that indicated on the Lot Diagram.

23. Assignment

Clause 26.6(a) of the 2018 General Conditions does not apply to this Contract and in its place the following is substituted:

- '26.6(a) The Seller must comply with each obligation of the Seller under the Contract and the Buyer must:
- (1) comply with each obligation of the Buyer under the Contract; and
 - (2) not assign or transfer the Contract or any right under the Contract to a third party without the prior written consent of the Seller.'

24. Novation

If the Seller assigns or otherwise transfers its interest in the Land to a third party (New Seller) before Settlement, then:

- (a) the Seller is released from its obligations under the Contract arising after the date of that assignment or transfer;

- (b) the covenants under the Contract of the Buyer are novated to the New Seller; and
- (c) if required by the Seller but without affecting the novation under special condition 24(b), the Buyer must enter into:
 - (i) any agreement required by the Seller to enable the New Seller to enforce the Buyer's obligations under the Contract; and
 - (ii) if applicable and without limiting special condition 24(c)(i), a deed with the New Seller and any other person required by the Seller varying the Contract to insert into the Contract the New Seller's usual provisions limiting its liability (if applicable), which documents will be in a form required by the Seller and the New Seller and prepared by the Seller at the Seller's cost.

25. Misdescription

Clauses 15.2, 15.3, 15.4 and 15.5 of the 2018 General Conditions does not apply to this Contract and in their place the following is substituted:

'15.2 An error or misdescription of the Property will not:

- (a) entitle the Buyer to terminate the Contract;
- (b) result in any right for the Buyer to delay Settlement; or
- (c) result in any right to claim compensation from the Seller or the Seller Agent.'

26. Default

Clause 24.4 of the 2018 General Conditions does not apply to this contract.

27. Third Party Referral

The Buyer acknowledges that:

- (a) the Seller may have provided a fee to a builder or another third party (**Referrer**) for the promotion of the sale of the Property or for the referral of the Property to the Buyer;
- (b) the Buyer has not been induced to enter the Contract by reason of any representation made by the Referrer;
- (c) the Buyer has relied entirely upon its own enquiries and opinion of the Property as to the suitability of the Property for the Buyer's purposes; and
- (d) the Seller and the Seller Agent are not liable for any alleged statement, warranty, inducement or representation made or alleged to have been made by the Referrer to the Buyer about the Property.

28. Dispute Resolution

- (a) Unless this Contract provides otherwise, if at any time any dispute or differences arises between the Seller and the Buyer in respect of any of the matters contained in this contract such dispute or difference will be referred to a single arbitrator to be appointed in accordance with the provisions of the *Commercial Arbitration Act 2012* (WA) as amended.

- (b) For the purposes of Section 20 of the *Commercial Arbitration Act 2012* (WA) each party will be entitled to legal representation in such proceedings.
- (c) The arbitrator's decision will be final and binding on the parties.
- (d) The arbitrator's costs will be borne equally by the parties.

29. Soil Reactivity Classification of Property

- (a) The Buyer acknowledges and agrees that:
 - (i) a geotechnical investigation of the Property will deliver a soil reactivity classification for the Property (**Soil Classification**); and
 - (ii) depending on the Soil Classification, additional site works may be required to the Property.
- (b) The Buyer will have no right to terminate the Contract, defer or delay Settlement or claim compensation against the Seller or the Seller Agent in relation to:
 - (i) the nature of any Soil Classification of the Property; or
 - (ii) any additional works that may be required or costs that may be incurred as a result of the Soil Classification.

30. Direct Stormwater Drainage Network Connection

- (a) The Buyer acknowledges and agrees that:
 - (i) the Property will have a direct connection to the local stormwater drainage system (**Drainage Connection**);
 - (ii) the Buyer may not be required to construct soak wells on the Property or direct stormwater disposal away from building areas; and
 - (iii) it is the responsibility of the Buyer to inform its builder(s) of the Drainage Connection.
- (b) If required by the City of Swan, the Certificate of Title for the Property may be encumbered by an easement burdening the Property for the benefit of a lot adjoining the Property to provide access to a direct stormwater drainage connection.
- (c) The Buyer will have no right to terminate the Contract, defer or delay Settlement or claim compensation against the Seller or the Seller's agent in relation to the Drainage Connection, the Buyer's failure to notify its builder of the Drainage Connection or an easement over the Property referred to in special condition 30(b).

31. Further Development of the Estate

The Buyer acknowledges and agrees that:

- (a) the Seller intends to subdivide the Original Land and land adjoining the Original Land in stages, and accordingly, the Seller may undertake works in the vicinity of the Property, which may generate noise, vibration, rubbish, sand and dust;
- (b) the Seller will endeavour to minimise the noise,

vibration, rubbish, sand and dust to the extent reasonably practicable;

- (c) the Buyer will have no right to terminate the Contract, defer or delay Settlement or claim compensation against the Seller or the Seller Agent in relation to the carrying out of such works or for any nuisance resulting from the emission of dust, sand and noise;
- (d) the Seller makes no representation or warranty as to the subdivision of future stages of the Original Land and land adjoining the Original Land, and will not be liable to the Buyer, and the Buyer will have no claim whatsoever (for compensation or otherwise) against the Seller if the Seller fails to complete the subdivision of those future stages; and
- (e) the Buyer must not make any objection to any future subdivision applications which may be lodged by the Seller or its agent for approval with any Authority.

32. Dust, Sand and Noise from Adjoining Developments

The Buyer acknowledges and agrees that:

- (a) the Property may be affected by noise, vibration, rubbish, dust and dust from development works undertaken on the Original Land and/or land adjoining the Original Land; and
- (b) the Buyer will have no right to terminate the Contract, defer or delay Settlement or claim compensation against the Seller or the Seller Agent in relation to such development works or for any nuisance resulting from the emission of noise, vibration, rubbish, sand and dust.

33. Buyer's Acknowledgements

The Buyer acknowledges and agrees that, upon Settlement or possession, whichever occurs later:

- (a) the Buyer takes responsibility for the Property including, repairs, maintenance and keeping the Property free of rubbish and debris;
- (b) it is the Buyer's responsibility to inspect the Property to ensure they are satisfied and inform the Seller or the Seller's Agent in writing of any matters that are unsatisfactory prior to Settlement or possession, whatever occurs later;
- (c) upon Settlement or possession the Buyer is deemed to be satisfied with the Property and shall have no claim against the Seller in relation to repairs or

maintenance of the block, including but not limited to retaining wall and stair installation or repairs, location of services, the levels of the Property, the extent or repairs of fencing or gates and any clearing of debris, rubbish or plant matter;
- (d) all outbuildings must be approved by the City of Swan prior to the installation, including but not limited to detached garages, workshops, garden sheds, or storage sheds; and
- (e) the registered proprietor of the Property must not park or allow to be parked on the Property or on the road or on any other lot near or next to

the Property any commercial vehicles unless such commercial vehicles are housed on the Property or screened behind the building line, or unless when used during the normal course of business by a visiting tradesperson.

34. Street Appearance

The Buyer must not permit:

- (a) any rubbish disposal containers on the Property to be in front of the building line except on days allocated by the local authority for rubbish collection from the Property;
- (b) clothes hoists to be visible from any public street or thoroughfare;
- (c) any satellite dish to be visible from any public street or thoroughfare;
- (d) any roof mounted air-conditioning unit to be installed unless it is of similar colour to the roof of the house;
- (e) any letterbox to be constructed unless it is installed:
 - (i) on the primary street frontage;
 - (ii) it is clearly numbered and compliments the house on the Property; and
 - (iii) there is a grassed or paved pathway between the boundary of the Property (adjacent to the letterbox) and the verge across the entire front of the Property to facilitate access to the letterbox by postal delivery services;
- (f) any real estate agents' 'for sale' signs to be erected on the Property until construction of the house on the Property is at lock-up stage or later;
- (g) any non-roof mounted air-conditioning unit to be visible from any public street, thoroughfare or open space; or
- (h) any solar hot water units to be installed unless it matches the profile of the house.

35. National Broadband Network

- (a) In this special condition 35:
 - (i) **Carrier** has the meaning given to it in the *Telecommunications Act 1997* (Cth);
 - (ii) **Carrier Licence** means the carrier licence granted to the NBN Carrier under section 56 of the *Telecommunications Act 1997* (Cth);
 - (iii) **NBN Carrier** means the Carrier that is to be engaged by the Seller to install the Network, by itself or through contractors (including the Seller), being OptiComm Co Pty Ltd (ACN 117 414 776);
 - (iv) **Network** means the high speed broadband fibre optic network known as the National Broadband Network which is to be installed in the estate in which the Property is situated;
 - (v) **Network Infrastructure** means the physical infrastructure of the Network

including all fibre, cables, electronic devices and equipment, ducts, poles, towers, cabinets, housing and any other active and passive equipment and distribution infrastructure, but excluding the Pit and Pipe Works, any existing pit and pipe infrastructure, lead-in conduit, the network termination units or the power supply units and related cables at the Land;

- (vi) **Pit and Pipe Works** means the physical infrastructure, including all pits, pipes, conduits and any other materials to be designed and constructed by the NBN Carrier necessary to properly service the stage of the estate in which the Property is situated and to properly service the Property and other land within that estate or a stage of it with the Network Infrastructure; and
 - (vii) **Schedule 3** means Schedule 3 of the *Telecommunications Act 1997* (Cth), and any associated instruments, including the *Telecommunications Code of Practice 1997* and the *Telecommunications (Low Impact Facilities) Determination 1997*, as amended from time to time.
- (b) The Buyer acknowledges that:
- (i) the Seller has engaged the NBN Carrier to install the Network and, pursuant to that engagement, the NBN Carrier will install the Network Infrastructure and the Pit and Pipe Works;
 - (ii) the Seller will not be responsible for the connection of Network telecommunications services to the Property; and
 - (iii) the Seller has no control over the timing of the connection of Network telecommunications services to the Property, those being solely the responsibility of the NBN Carrier, or over the type of Network telecommunications service provided.
- (c) Without limiting special condition 35(e), the Buyer shall have no claim (for compensation or otherwise) against the Seller, the Seller Agent or the NBN Carrier in respect of any delay in the connection of Network telecommunications services to the Property.
- (d) The Buyer acknowledges that:
- (i) the right, title and interest in the Network Infrastructure will vest in the NBN Carrier on installation;
 - (ii) despite the description of the Property in this Contract, the portion of the Pit and Pipe Works which are within the Property will not form part of the property sold by the Seller to the Buyer under this Contract;
 - (iii) following installation of the Pit and

Pipe Works, the Pit and Pipe Works will be the sole property of the NBN Carrier and the NBN Carrier, as owner, will have the right to maintain, repair, alter, remove or replace the Pit and Pipe Works;

- (iv) the Buyer must not interfere with or allow or cause others to interfere with the Network Infrastructure; and
 - (v) the NBN Carrier has rights and powers under the Carrier Licence, Schedule 3 and at law.
- (e) The Buyer must not object to, refuse to settle, delay Settlement or make any claim for compensation as a result of any matter referred to in this special condition 35.

36. Noise Attenuation

- (a) The Buyer acknowledges that:
- (i) the Property may be affected by noise and/or vibration from Roe Highway and the Avon Freight Rail Line; and
 - (ii) if the Property is identified on the Local Development Plan (a copy of which comprises Annexure O to this Contract) as being a 'Noise Affected Lot', the Certificate of Title for the Property will be encumbered by a Title Notification registered pursuant to section 70A of the Transfer of Land Act which notifies the registered proprietor of the noise and vibration from Roe Highway and the Avon Freight Rail Line (**Noise Notification**).
- (b) The Buyer will have no right to terminate the Contract, defer or delay Settlement or claim compensation in relation to the effect on the amenity of the Property as a result of the impact of the noise and vibration from Roe Highway and the Avon Freight Rail Line or the Noise Notification.

37. Fire Management Plans

- (a) The Buyer acknowledges that:
- (i) the Property may be affected by a Fire Management Plan to the satisfaction of the Department of Fire and Emergency Services and the City of Swan (**Fire Management Plan**);
 - (ii) if the Property is identified on the plan contained in Attachment 1 of Annexure F as having a bushfire attack level (**BAL**) rating of 12.5 or higher or being subject to a Fire Management Plan, the Certificate of Title for the Property will be encumbered by a Title Notification registered pursuant to section 70A of the Transfer of Land Act which notifies the registered proprietor of the Fire Management Plan; and
 - (iii) a copy of the Fire Management Plan is available from the City of Swan.
- (b) The Buyer acknowledges that:
- (i) it has been made aware that a new Bushfire Policy Framework came into force on 7 December 2015 to strengthen

bushfire risk management measures in the planning and development process, further information of which is available from www.planning.wa.gov.au;

- (ii) it is aware that if the Property is classified as having a BAL rating of 12.5 or higher at the time a dwelling is to be constructed on the Property, specific requirements will apply in relation to the construction of the dwelling, which may in turn impact on construction costs; and
- (iii) it has made its own enquiries, and has satisfied itself, regarding:
 - A. the Bushfire Policy Framework;
 - B. the potential for the Property to have a BAL rating including a BAL rating of 12.5 or higher; and
 - C. the impact that the matters in this special condition 37 may have on the Buyer's use and enjoyment of the Property.
- (c) The Buyer will have no right to terminate the Contract, defer or delay Settlement or claim compensation in relation to:
 - (i) the requirements imposed by the Fire Management Plan;
 - (ii) restrictions on the development and use of the Property as a result of the requirements imposed by the Fire Management Plan; or
 - (iii) the effect of the Property having a temporary or permanent BAL rating (including a BAL rating of 12.5 or higher) on, among other things, the cost of constructing a dwelling on the Property.

38. Verge

The Buyer acknowledges and agrees that:

- (a) the Seller is not responsible for the repair or maintenance of verge areas between the public street boundary and the back of the road kerb including, but not limited to:
 - (i) the watering of those verge areas; and
 - (ii) keeping alive any turf laid or other plant life planted on those verge areas; and
- (b) the Buyer must comply with the requirements of any policy of any Authority, including the City of Swan, in respect of the maintenance of the verge areas.

39. Electronic Conveyancing

Clause 3.12(q) of the 2018 General Conditions is deleted and replaced with the following:

- '(q) The Buyer must pay its own and the Seller's fees and charges for using the ELNO for Electronic Settlement.'