

# Precinct B1 Early Site Access Deed Poll



The form is to be completed by the purchaser of the lot that Early Site Access is being requested for.

Deed poll by:

\_\_\_\_\_  
(Purchaser)

IN FAVOUR OF:

EJC Box Hill Pty Limited ACN 602 838 906 of 642  
Great Western Highway, Pendle Hill NSW 2145  
(Vendor)

## INFORMATION

Lot: proposed Lot \_\_\_\_\_ (*insert lot number*),

known as

\_\_\_\_\_  
(*insert street address of the Purchaser's lot here*)

## BACKGROUND

- A. The Vendor and the Purchaser are parties to the Sale Contract.
- B. The Purchaser is building a residence on the Lot after completion of the Sale Contract.
- C. The Vendor has agreed to grant the Purchaser access to the Lot to begin preparations for building the residence, on the terms set out in this deed.
- D. In exchange for this access, the Purchaser makes this deed poll in favour of the Vendor

## AGREEMENT

### 1. Interpretation

Terms defined in the "Information" section have the meaning given in that section. In addition, the following words have these meanings in this deed poll:

**Authorised Purpose** means preparatory work in relation to the Purchaser's intended construction of a residence on the Lot, including measuring the Lot, meeting with the builder of the residence, geotechnical testing related to the construction of a residence on the Lot and undertaking a valuation of the Lot. Authorised Purpose does not include undertaking any other physical works on the Lot.

**Claim** means any liability, loss, damage, cost or expense (including reasonable legal expenses) and other outgoings.

**Dates of Access** means the dates on which the Purchaser or its Representative may access the Lot, as notified in writing or electronically by the Vendor to the Purchaser.

**Development** means the residential development known as "The Gables", of which the Lot forms part.

**Representative** means an employee, officer, agent, adviser or consultant of a party.

**Sale Contract** means the contract for the sale of land between the Vendor as vendor and the Purchaser as purchaser (and a guarantor, if relevant) in relation to the Lot.

### 2. Access

- 2.1 The Vendor grants the Purchaser and its Representatives a right to access the Lot for the Authorised Purpose, subject to the conditions set out in this deed.
- 2.2 The right to access the Lot is a non-exclusive licence and does not constitute giving possession of the Lot. No relationship of landlord and tenant arises from granting access to the Lot.
- 2.3 The Purchaser accepts that the Vendor needs to be able to manage access to the Lot in order to complete the Vendor's development of the Lot on time. The Vendor may vary the Dates of Access by giving notice to the Purchaser. The Purchaser must not object to any such variation.

### 3. Conditions of access

The Purchaser must:

- (a) only access the Lot during the authorised dates and times;
- (b) if notified to do so by the Vendor in writing prior to the Dates of Access, only access the Lot if accompanied by the Vendor or its Representative;
- (c) comply with, and ensure the Purchaser's Representatives comply with, the Vendor's health and safety and environmental requirements and procedures when accessing the Lot, including by providing a Safe Work Method Statement in a form acceptable to the Vendor prior to accessing the Lot;
- (d) comply with, and ensure the Purchaser's Representatives comply with, the Vendor's other reasonable directions when accessing the Lot;
- (e) not cause or allow the Purchaser's Representative to cause any nuisance to or interference with occupants of the land surrounding the Lot;
- (f) not do, or allow the Purchaser's Representative to do, anything illegal on the Lot during any access to the Lot by the Purchaser or its Representatives;
- (g) not undertake, or allow the Purchaser's Representative to undertake, any physical works



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on the Lot other than for the Authorised Purpose;

- (h) not erect, or allow the Purchaser's Representative to erect, any signage or fencing on the Lot;
- (i) only access and use the Lot for the Authorised Purpose;
- (j) at its cost, make good any damage the Purchaser or its Representative cause to the Lot or the land surrounding the Lot arising from any access or attempted access to the Lot;
- (k) not assign or transfer this deed or grant a sublicence;
- (l) not delay completion of or make a claim under the Sale Contract due to any matter arising from access to the Lot by the Purchaser or its Representative;
- (m) backfill (using material from the Lot) any holes or other surface penetrations so that the surface of the Lot is returned to the condition it was in prior to the Purchaser undertaking any geotechnical or other investigations on the Lot;
- (n) not access the Lot if the temperature on the Dates of Access is above 35 degrees Celsius; and
- (o) must not access the Lot if rain, storm or other weather event has made the Lot sodden or slippery to the extent it is unsafe.

## 4. Risk

- 4.1 The Purchaser acknowledges that the Lot and the Development are part of a construction site and there are risks inherent in accessing a construction site.
- 4.2 The Purchaser and its Representatives access the Development and the Lot at the Purchaser's risk.
- 4.3 The Purchaser releases the Vendor from any Claims it may have against the Vendor, and the Purchaser indemnifies the Vendor against all Claims made against the Vendor, arising from the Purchaser or its Representatives access to the Lot or the Development, except to the extent that the Claim has been caused by the negligence of the Vendor.
- 4.4 This clause survives termination of this deed poll.

## 5. Term

This deed poll commences on the date shown on the execution page or when the Purchaser accesses the Lot (whichever occurs first) and automatically terminates when:

- (a) the Sale Contract is terminated or rescinded;
- (b) the Sale Contract is completed; or

- (c) the Purchaser is in default under the Sale Contract or this deed poll and the Vendor notifies the Purchaser that this deed poll is terminated due to that default.

## 6. Counterparts

6.1 If this deed is signed in counterparts then:

- (a) each counterpart is deemed an original; and
- (b) together they constitute one deed poll.

## 7. Governing law

- 7.1 This deed poll is governed by the law of New South Wales.
- 7.2 The parties submit to the jurisdiction of the courts of New South Wales.

**Signed** as a deed poll on

Options for signing clauses for Purchaser:

*Corporation:*

**Signed sealed and delivered by**

\_\_\_\_\_  
(insert Purchaser name) by:

\_\_\_\_\_  
Signature of director/company secretary

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Print name

*Individual:*

**Signed sealed and delivered by**

\_\_\_\_\_  
(insert Purchaser name) in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Address