

## MECHANICAL SERVICES MANUAL

15 Peerless Avenue Mermaid Beach QLD 4218



**IN CONJUNCTION WITH** 





### Operational and Maintenance Manual

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### 1. Revision Schedule

1.1 Register of Revisions

Revision/issue details shall be entered in the table below for each revision, a copy of this page (as amended) shall accompany each revision when issued.

Volume Number	Revision Number	Date	Details of Revision
N/A	А	19 <sup>th</sup> September 2023	Original Issue

### 2. Emergency Service

2.1 How to Contact Ridge Air-Conditioning

Company: Ridge Air-Conditioning

Address: 11/49 TUFNELL RD

BANYO QLD 4014

### Reception

Phone: 07 3205 6044

Email: office@ridgeair.com.au

When contacting Ridge Air-Conditioning please quote the following

"15 Peerless Avenue Mermaid Beach"

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### 3. INTRODUCTION

3.1 System Overview

### **AIR CONDITIONING APARTMENTS**

DUCTED UNITS FOR APARTMENTS

- 2 BEDROOM UNITS
  - 0 1 X MITSUBISHI 7.1KW INVERTER REVERSE CYCLE DUCTED SYSTEM WITH
    - AIRTOUCH ZONE CONTROLLER WITH 3 X ZONES
- 3 BEDROOM UNITS
  - 0 1 X MITSUBISHI 12.5KW INVERTER REVERSE CYCLE DUCTED SYSTEM WITH
    - AIRTOUCH ZONE CONTROLLER WITH 4 X ZONES
- LARGE 3 BEDROOM UNITS
  - 1 X MITSUBISHI 12.5KW INVERTER REVERSE CYCLE DUCTED SYSTEM
  - 1 X MITSUBISHI 7.1KW INVERTER REVERSE CYCLE DUCTED SYSTEM
    - 2 X AIRTOUCH ZONE CONTROLLER WITH 4 X ZONES
- PENTHOUSE UNIT
  - 2 X MITSUBISHI 12.5KW INVERTER REVERSE CYCLE DUCTED SYSTEM
  - 0 1 X MITSUBISHI 7.1KW INVERTER REVERSE CYCLE DUCTED SYSTEM
    - 2 X AIRTOUCH ZONE CONTROLLER WITH 7 X ZONES

### **APARTMENT WET AREA EXHAUST**

• SUPPLY & INSTALL FANTECH HEADER TYPE FANS WITH RUN ON TIMER TO ALL WET AREAS

### BASE BUILD MECHANICAL ITEMS

### BASE BUILD AIR CONDITIONING

- GROUND FLOOR
  - MANAGERS OFFICE 1 X DAIKIN 3.5KW REVERSE CYCLE WALL MOUNTED SYSTEM
  - LOBBY 1 X DAIKIN 7.1KW DUCTED SYSTEM
  - FIRE ROOM 1 X DAIKIN 3.5KW STAND ALONE REVERSE CYCLE WALL MOUNTED SYSTEM
  - BIN ROOM 1 X DAIKIN 5KW STAND ALONE REVERSE CYCLE WALL MOUNTED SYSTEM
  - COMMS ROOM 1 X DAIKIN 3.5KW STAND ALONE REVERSE CYCLE WALL MOUNTED SYSTEM
- LEVEL 1
  - GYM 1 X 16KW DUCTED SYSTEM
- LEVEL 9 REC
  - 1 X 14KW DUCTED SYSTEM

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### **BASE BUILD EXHAUST ITEMS**

### BASEMENT CARPARK

TO SUPPLY AND INSTALL TO SUIT 3 X LEVEL CARPARK

- 2 X WEATHERPROOF GRILLE
- 1 X CARPARK EXHAUST FAN
- 1 X CARPARK SUPPLY FAN

### FIRE PUMP ROOM

TO SUPPLY AND INSTALL

• 1 X SUPPLY AIR FAN

### GENERAL EXHAUST SYSTEMS

- MSB ROOM
- COMMS ROOM
- SURF STORE
- DOG WASH
- BIN CHUTE ROOM
- MAIN BIN ROOM
- PWD ON LEVEL 1
- POOL PLANT EXHAUST
- BBQ EXHAUST LEVEL 1
- AMENITIES ON LEVEL 9

3.2 Directory for security contractor

Ridge Air Conditioning	Contact Person	John Stringfellow
	Address	11/459 TUFNELL RD, BANYO, 4014
	Phone	07 3205 6044
	Email	office@ridgeair.com.au



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### 4. USER MANUALS

4.1 Operating Controls

Below are the controls used for operating the DAIKIN VRV systems & Exhaust Systems. The user manuals will be attached in the appendix stipulated

Controller used	Corresponding Item	Appendix Number
Air Touch 5	CONTROLLER	9.1.1

### 5. ASSET REGISTER

5.1 Supplier List

	Mitsubishi Electric	Phone	1300 651 808
<b>C</b> sultas		Email	communications@meaust.meap.com
Supplier Air Con		Website	www.MitsubishiElectric.com.au
Equipment			

	PACIFIC HVAC	Phone	1300 733 833
		Email	info@pacificHVAC.com
Supplier		Website	www.pacificHVAC.com.au
Fan Motors			

		Phone	07 3632 1900
	ALL AIR DUCT &	Email	woody@allairduct.com.au
Supplier	FITTINGS		
Duct Work	490 BILSEN RD,		
	GEEBUNG		

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### 6. Warranties

Warranty for equipment

MITSUBISHI ELECTRIC found in appendix 9.2.1

FANS DIRECT [ PACIFIC HVAC ] found in appendix 9.2.2

### 7. MAINTENANCE

### 7.1 Maintenance Schedule and Procedure

7.1.1 Air Filters

### MAINTENANCE PROCEDURE

Air Filters					
Date: 28/1/2014 Revision: A		Procedure Number: AF-001			
Description of Procedure: 3 Mc	onthly				
Step No.		Procedure:			
1		Check for air leakage around media. Ensure media			
		edge is in channel provided.			
2		Vacuum or Wash filter chamber and inlet screens			
3		Ensure media is not disintegrating. Check zero			
		setting manometer.			

### 8. As Built Information

8.1 Supporting Documents

ITEM	DOCUMENT	Appendix Number
DRAWINGS	AS BUILT	9.4.1
DRAWINGS	AS BUILT	9.4.2
DRAWINGS	AS BUILT	9.4.3
DRAWINGS	AS BUILT	9.4.4
DRAWINGS	AS BUILT	9.4.5
DRAWINGS	AS BUILT	9.4.6





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DRAWINGS	AS BUILT	9.4.8
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FORM 15	FORM 15	9.3.2

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### 9. APPENDIX

9.1.1 AIR TOUCH CONTROLLER



Issued: 19<sup>th</sup> of September 2023 Revision: A





### User Manual

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### Quick Start - Console



Dial is hidden if all zones have ITS

### Quick Start - Mobile

Some Settings & Zone names setup on the AirTouch Console will be replicated in the App.



Dial is hidden if all zones have ITS

### Using AirTouch 5



#### Turbo Mode

#### To Activate Turbo Mode, long press the zone power button.

For high volumes of conditioned air in a single zone. AirTouch's Turbo Zone feature can cool or warm a single zone quickly; or can be useful when there is a lot of activity and you need more conditioned air than normal.

#### Spill Zone/Bypass 🕓 🞲

Spill and Bypass are safety features AirTouch uses to protect your system. They are automatically activated when not enough zones are open.

Spill opens the indicated zone automatically, even if you have set the zone to be closed.

Bypass uses an extra damper in your roof, all zones continue to behave as set.

### Inside the Quick Menu

To open the Quick Menu, tap the icon in the top right



Sleep and Away mode can be applied to all AC units from here. More on Sleep/ Away on p10

### Adjusting Zone Airflow

Use the + and - buttons next to the zone names to increase or decrease the airflow in 5% increments. Hold the buttons to adjust at a faster rate.



Your zone names are on the left of the home screen. To rename your zones see p32. By default, AirTouch lets you control the air volume in % for each zone.

### Adjusting Zone Temperature

If a zone has ITS (p8) installed, it can be controlled by temperature or airflow, these Zones are specified with a \_\_\_\_\_ around the value of the zone.



To switch between °c and % Set Value for the zone, tap on the 🗌 to select the alternate mode.



Use the + and – buttons to increase or decrease the Set Point or Airflow in an individual zone. In Set Point mode the air volume will automatically adjust according to the difference of set temperature and measured temperature in the zone.

Note: If 'Zones lock to temp control' is ticked in Installer Settings, the zones will only have setpoint display. Edition 1, July 22

### Intelligent Temperature Sensor (ITS)

ITS sensors allows you set independent temperatures for each zone that contains a sensor. Additionally, they work as a remote switch & AC sensor. By default the switch works as a zone switch, advanced setup allows these sensors to power on/off the AC unit and/or the zone.

#### Pairing ITS see p30 Replacing the Battery see p31

#### Zone Switch (default)

#### AC Sensor

Press the button once to

Green Light = AC On

Red Light = AC Off

check the status of your AC

If AC Switch is enabled, press

the button again to change between On or Off

Press the button once to check the status of your Zone

Blue Light = Zone On

C Red Light = Zone Off

Press the button again to change between **On** or **Off** 

#### Zone + AC Switch

Press the button once to check the status of your AC/Zone

	AC	Zone
🖸 Aqua	~	~
O Red	х	×
🖸 Green	~	×
D Blue	x	~

Press the button again to change both AC and Zone between  $\mbox{On}$  or  $\mbox{Off}$ 



Click Here For more information on ITS as an AC Switch

Click Here lump to pairing your ITS Sensor (p30)

### Quick Timer

The Quick Timer is an easy to use timer for your AC Unit.

To set the Quick Timer, hold the AC Unit Power button. Quick Timer can also be set by going to Quick Menu>Quick Timer.



Setting the Quick Timer from the Home screen allows you to select a timer in hours/minutes.

Setting the **Quick Timer** from the **Quick Menu** allows you to select a specific time to turn the AC unit On/Off.

When a Quick Timer is active, 🕑 will appear next to the AC unit power button. To view or remove timers, go to Quick Menu>Quick Timer

### Sleep/Away Modes

AirTouch 5 has a number of easy to use features that help you save energy by reducing your air conditioner's run time, while keeping you comfortable.

#### Sleep Mode

Sleep Mode can help reduce your energy used by periodically increasing (Cool)/ decreasing (Heat) the set point each hour for 3 hours. Helping you get to sleep comfortably, then reducing your energy usage once you are asleep.



Sleep Mode can be activated from the Quick Menu or by long pressing the AC Power button when the unit is on.

Sleep Mode only works in Cool and Heat modes.

#### Away Mode

Away Mode can help reduce your energy used by allowing you to set a max/min temperate that you want your home to remain within.



Away Mode can be activated from the Quick Menu or by long pressing the AC Power button when the unit is on.

To adjust the parameters of Away Mode, go to Quick Menu>Settings>Smarts>Sleep/Away then select your max and min points.

### Programs

AirTouch's Programs feature allows you to automate your climate control. You can have up to 16 programs.

Programs can be turned On and Off (enable/disable) so you can easily set your home for different parts of the year.

When a program is enabled, the programs icon will appear next to the AC power button and zone for all AC's and zones that will be turned On by the program.



When a program ends, AirTouch will revert all zones and units which are not included in the program to their state before the program started. All Zones and AC's included in the program remain off.

### Setting Up Programs



### Setting Up Programs

Set Zones to either turn On or



If you want this Program to only affect the AC unit, uncheck Program Affects Zones





Select what days you would like this program to repeat on



Set the Unit to On or Off

If you want this Program to only affect Zones, uncheck Program Affects Units



### Setting Up Programs - Advanced

Advanced features are available with programs. To setup, follow programs set up steps: 1 to 7 Within advanced programs, zones can have a different set point and/or a different start/end time within the master program time. Advanced Unit controls allows you to program the Mode, Fan Speed and Set Point of your unit.

Select any specific settings you would like. To disable an

advanced feature, uncheck the advanced airflow/time button



Open the advanced zone options, tap the ellipsis

	weekaay	Start	time: 10.20 Mi
2	Program Attacts Zones .	( <u></u> )	Monday
	0		Tuesday



### Favourites

AirTouch's Favourites feature allows you to save your climate control scenarios for quick access. Favourites can control Zones, and/or your AC unit. You can set up to 9 different Favourites.



Favourites can be set to control Zones, the AC Unit, or both at the same time, allowing you to customise your quick access controls to your needs.

### Setting Up Favourites













### Select Zones that you would like to turn On/Off



If you want this Favourite to only affect the AC unit, uncheck Favourite Affects Zones



### Setting Up Favourites

If you want to specify the level of a zone setting, select Advanced Airflow then set the temperature or percentage

Zones not selected for Advanced Airflow will turn On/Off to their current value at the time the Favourite is activated



Select the settings for your AC Unit: Mode, Fan Speed and Set Point will be adjusted by the Favourite



If you want this Favourite to only affect the Zones, uncheck Favourite Affects Unit



Note: The AC Set Point will follow the zones' set point if a temperature has been selected with Advanced Airflow

### Insights

The Insights tab on AirTouch contains all the usage data from your system to help you use it better. Insights also contains relevant weather information to help you use your AC efficiently.











The Insights tab also contains current weather for your suburb, to access this page go to:

Quick Menu>Insights>Weather

### Using Android on AirTouch

AirTouch 5 runs on Android 11, this allows you to use the console the same way you would as a regular tablet, making AirTouch the perfect hub for your smart home.

Any compatible apps can be installed through the Play Store, found on the home screen.

#### Navigating Android

To return to the home page, swipe up from the bottom and release



To view, change between and close apps that are currently open, swipe up from the bottom and hold. Either tap an open app to select it or swipe up on the app to close it To go back a page, swipe right from the left of screen





#### Disclaimer:

We cannot offer support for third party applications installed to, or modifications to the general settings of the Android OS installed on your AirTouch Console. While unlikely, installing third party applications, modifying the settings of or updating the Android OS of the AirTouch 5 Console may cause AirTouch to dysfunction.

Edition 1, July 22

### Favourite Apps

The AirTouch logo is a gateway to all your most used apps in a convenient place. Simply tap the AirTouch logo to bring up the **Favourite Apps** list.

The list can easily be edited by tapping the Manage List button.



Tap the AirTouch logo in the top left

airtouc	h 🕷	. 5
U Lou	unge –	E



Favourite Applications		
Favourite Applications	Installed Applications	
Calendar	Calculator	
Chrome	Clock	
M Gmail	Oownloads	
💡 Maps	Files	
O YouTube	Files by Google	
	m to move to the opposite list	
	(1) Mar (1)	

### AirTouch 5 Mobile App

Install the AirTouch 5 App through the Apple App Store or Google Play Store. After downloading the application, follow the prompts to link to your AirTouch console.

AirTouch 5 is compatible with: iOS 11.0 and above Android 6.0 and above

Download on the App Store





Click Here To download the AirTouch5 app



NOTE: If a mobile device is connected to the same WiFi network as your AirTouch 5, the app will automatically direct you to the control interface. Alternatively, if you are unable to access the control interface, you will be prompted for the AirTouch ID and password to continue. The AirTouch ID can be found in the bottom of the Quick Menu on the console.

When away from home the app will connect to AirTouch using your phones' cellular connection.



### **Smart Integrations**

We are constantly adding new Smart Home integrations to AirTouch to enhance the system's capabilities and your home living experience.

> Click Here To download Google Home instructions



Click Here To download Amazon Alexa instructions

# Settings

### Options - WiFi & Internet Setup

How to connect AirTouch 5 to a home router, which will enable the control/operation of the AC unit(s) and zoning via your phone.




# **Options - Software Updates**

Please make sure the AirTouch 5 is connected to the home router which has internet access. If there is a red dot on the top right corner of the Quick Menu, a new software version is available for update. Follow the red dot and prompts to update the system. If the update fails, please try it again.



#### Remote Internet Control

For remote AC control over the internet, ensure Internet Access is ticked under Quick Menu>Settings>Internet Access.

#### Local Access Password Protection

When enabled, mobile devices connected to the same WiFi Network as AirTouch will need to use the set password to use the App.

#### Hotspot

If AirTouch doesn't have access to the internet, you can still control it locally over WiFi with the AirTouch App by using the console as a WiFi Hotspot.

To setup AirTouch as a Hotspot, go to WiFi Settings, More> Tethering & Portable Hotspot> Portable WiFi Hotspot.

Turn it on and set a password. You can then connect your smart devices to this WiFi Hotspot to control AirTouch using the App.

# Changing Your Theme

AirTouch allows you to choose how your controller looks. There are light and dark versions of 2 simple styles. If you like a more interesting background, the wallpaper theme allows you to choose from a range of preset photos. Alternatively, AirTouch lets you upload your own photo to display as the background of your Smart Home Controller.

Select Options



Open the Quick Menu & select Settings tab









Select your desired theme then press **Select** 

When selecting wallpaper theme, you will be required to select an image from the device library.

Your photos can be added to wallpaper via bluetooth, SD card or email on the Android console.



# Smarts - Geofencing

Geofencing will send you notifications to turn On or Off your AC Unit(s) when you enter or leave your defined fence area.

Location and notifications must be enabled on mobile devices you wish to use Geofencing on.

When Geofencing is enabled on the console, proceed to the mobile app to setup for your device.

## Smarts - Weather Adaption

Weather Adaption helps avoid energy wastage by turning off your air conditioning when the outside temperature is lower (cool mode) or higher (heat mode) than the set point. When enabled, AirTouch will send you a notification reminding you to turn your system off, if AC Auto Off is selected, you will be notified that AirTouch has turned off your AC.

Advanced Weather Adaption smartly adjusts the set point temperature based on the local weather in your area to maintain your desired comfort level, helping avoid wasted energy use.

Set a tolerance for the temperature to deviate from the set point with the Temperature Differential. Comfort Temperature is the maximum/minimum that weather adaption will adjust the set point to.

When your AC Unit is Running in Cool Mode, Weather Adaption will increase the set point by no more than the Temperature Differential you set depending on the outside temperature without going above your Comfort Temperature.

When your AC Unit is Running in Heat Mode, Weather Adaption will decrease the set point by no more than the Temperature Differential you set depending on the outside temperature without going below your Comfort Temperature.

If Advanced Weather Adaption is increasing/decreasing your set point, the Weather Adaption icon and a temperature will appear to indicate what Set Point is applied by Weather Adaption. If you adjust the set point, Weather Adaption will be canceled until the AC unit is turned Off and On again.

# Smarts - Home Temp Limits

Set Point Limit allows you to limit the set point of your AC unit. If you don't want someone setting the cooling below 17° you can restrict the maximum and minimum of each unit in your system.

Auto Off After will automatically turn your AC Unit off after the set period of time, no matter how it was turned on. (If Auto Off is set to 2hrs and a program turns the AC on for 3hrs, the AC will turn off after 2hrs.)

## Smarts - Sleep & Away Mode

How to use Sleep and Away Mode is detailed on p10.

Away Mode allows you to set a maximum and minimum temperature for your home. Allowing you to reduce energy use while ensuring your home is not unbearable. A great feature for pets! The parameters for this can be set by going to: Quick Menu>Settings>Smarts>Sleep/Away

Sleep Mode will increase (Cool) or decrease (Heat) the set point by 1 degree every hour for 3 hours. The displayed Set Point will remain at your chosen temperature. After 3 hours, the AC will remain at the adjusted Set Point until Sleep Mode is canceled.

Sleep Mode Comfort Temperature works as a min/max. Sleep Mode will not adjust the set point above (Cool) or below (Heat) the comfort temperature.

## Screen Lock

Screen Lock protects your Air Conditioning and Airtouch from potential damage caused by children playing with the console. It is set from within the Android OS.



# Pairing ITS Sensors









On the ITS Sensor, press and hold the Zone Button for 5 seconds until the LED turns blue or red (or solid green for AC sensor)

The zone name will appear on the Sensors page when the pairing is successful

Hold for 5 Seconds --



Repeat step 4 for each sensor you wish to pair.







Press Stop Sensor Pairing Your sensor is now paired



# Replacing the Battery (ITS)

Remove the ITS cover from the wall.

Remove the retaining screw holding the battery cover in place then remove the flat battery. When replacing the battery, press and hold the Zone Button after removing the dead battery for 5 seconds to remove any residual charge from the circuit.

#### Replace the battery with a fresh 3V CR2450.

When the battery is low, a Low Battery icon ( $\frac{1}{6}$ ) will appear near the zone name of the sensor. A good battery will last for around 1 ½ to 2 years. When the battery is flat, the zone will change to % control if there are no other sensors in it.

#### Changing Your ITS's Zone

- 0
- Remove the ITS cover from the wall.
- Select the desired zone number for this ITS on the Zone (group) dial.

(Zone numbers for your system can be found at Settings>Zone Names)





# Naming Your Zones

Customise AirTouch's Zone Names to suit your home.





Select Zones



Or

Tap the Name List arrow for a premade list of zone names.



# Zoning & Balance Table

#### (Filled in by your installer)

Zone		Sensors	
1			
2			
3			
4			
5			
6			
7			
8			
9			
A			
В			
С			
D			
E			
F			
G			

# Troubleshooting

Problem	Suggested Action
LED in the lower right corner flashes quickly	No communication between the console and main module. Check if the AirTouch 5 App is running and the wiring is secure.
	Disconnect the cable to the console and reconnect it. Or power off the main module of AirTouch 5 and power it back on after a minute.
LED flashes slowly (Every one second)	AC Unit has an error. Either the AC Unit is faulty or AirTouch 5 has lost connection to the AC unit. Call a technician to investigate further.
No LED light	No power to the console.
Some zones cannot be turned off	Check if 'Spill' (S) status is displayed for the zone. Opening other zones will rectify the error
No display on the LCD	Check if the console is mounted properly. Remove the Console and remount it.
	Check if there is power to the unit.
LCD Display Corrupted	Reset LCD by holding POWER button on the right side of the console for 2 seconds to restart it.
	If error is still not resolved, reset console by removing the console from the wall and then reconnect it after about 15 seconds. If the corrupted display remains, power Off/On the console. Otherwise, replace the console.

Problem	Suggested Action
WiFi symbol disappeared from the console	After a power failure, AirTouch 5 will re-connect to home router and WiFi icon (>) will be back on in 3 minutes from Power ON.
	Turn the wireless router OFF and turn it back ON. Wait for 3 minutes for the AirTouch 5 system to initialise. If WiFi icon ( ) does not appear, follow WiFi setup process (p24) to re-establish connection between your home router and AirTouch 5.
The reaction of the AT5 app on the console is slow after the app has been running for a long time.	Close the app and re-open the app. Swipe up from the bottom of the screen to navigate to the Android home screen. Long press the AirTouch 5 app icon and select <b>App info</b> , select <b>Force Stop</b> then re open the AirTouch 5 app.
"AC ERRORxx" is on console	This error is displayed due to a fault with the AC unit. The AC On/Off function will be disabled when this error is displayed. "xx" is the error code. Touch the error code to bring up description of the error. Please call AC technician quoting the error code.
When I wake the console it displays Android home screen and the AirTouch app must be reopend.	There is a screen lock set within the Android system. Go to Android Home>Settings>Security>Screen Lock and select None.

# Specifications

Electrical Requirements		Transformer	
Power supply:	24V AC ±10%	Input Voltage:	240VAC, 50Hz
Line frequency:	50 Hz	Output Voltage:	24VAC, 50Hz
		Wattage:	40W
Environmental Requirements			
Operating Temperature:	0°C to 60°C	Supply Air Sensor	NTC type, 10 kΩ at 25°C
Altitude:	0 to 2000 meters		
Operating relative humidity:	10% to 80%	Battery (Wireless Sensor)	3.0V, CR2450

Avoid static electricity hazards	
Avoid electromagnetic radiation sources	
Avoid dust contamination	
Avoid highly corrosive environments	

Zone Output

Output voltage:

Current:

24VAC, 50Hz 200mA (1 damper motor) Fuse

Dimension 5x20 mm, Fast-Acting 2A, 250V

# Icon Appendix

#### 🗱 Cool Mode

- 🔆 Heat Mode
- 🔹 Fan Mode

#### 🖉 Dry Mode

- Fresh Mode
- La Temperature Sensor value
- Turbo Mode (p4) وال
- ITS Low Battery (p31)
- Spill Zone (a safety feature when too few zones are open) (p4)
- Bypass (a safety feature when too few zones are open) (p4)
  - Programs icon (a program is enabled
- and will affect the corresponding zone or AC) (p11)
- Quick Timer (a timer is set and will turn on or off the AC at the set time) (p9)

- A Favourite is active (p15)
- Away Mode (your AC will follow Away Mode settings) (p10)
- Sleep Mode (your AC will follow Sleep mode protocols) (p10)
  - Weather Adaption Active (p27)

 $\mathcal{O}$ 

No remote access. AirTouch is not accessible via cell data

## 1300 980 656





#### Liability and Disclaimer

All specifications and procedures are correct at time of publication, but are subject to change without notice. Please read the instructions before installing this Zone Control System. Polyaire Pty Ltd does not accept any responsibility for loss or damage that may occur as a result of the incorrect installation or operation of this AirTouch Control System.

#### Polyaire Pty Ltd

11-13 White Road Gepps Cross South Australia, 5094 Tel: (08) 8349 8466 © Polyaire Pty Ltd 2022

# **DAWN APARTMENTS**

Operational and Maintenance Manual

9.2.1 MITSUBISHI Warranty



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## **IMPORTANT NOTICE**

This recycle symbol may appear on packaging material or components of this product. This symbol is a mandatory requirement in some countries and does not necessarily indicate that the material can be recycled in Australia. The Plastic



Identification Code (numbers 1 to 7 in a "chasing arrows triangle") may also appear

on packaging material or components for this product.

# WARRANTY

This symbol is designed to identify the resin type used in the manufacture of the material on which it appears. It does not indicate that the material is recvclable.

If you have any questions on the recyclability of any materials please contact the Mitsubishi Electric Australia office in your state.



# MITSUBISHI ELECTRIC AUSTRALIA PTY. LTD. (INCORPORATED IN NEW SOUTH WALES) A.B.N. 58 001 215 792

New South Wales 348 Victoria Road Rydalmere NSW 2116 Phone: (02) 9684 7777 Queensland Da Vinci Business Park Building 101/2A Boronia Road Bassendean WA 6054 Brisbane Airport QLD 4008 Phone: (07) 3623 2000

Western Australia Unit 5, 329 Collier Road Phone: (08) 9377 3400

South Australia/Northern Territory Suite 1, 224 Glen Osmond Road Fullarton SA 5063 Phone: (08) 8338 1001

Victoria/Tasmania Suite 2. 10 Compark Circuit Mulgrave VIC 3170 Phone: (03) 9535 7800

After Sales Service Line 1300 651 808 www.MitsubishiElectric.com.au

# IMPORTANT

Please keep this Warranty in a safe place. It is valuable.

The benefits conferred by this Warranty are in addition to all other rights and remedies in respect of the product which the consumer has under Australian Consumer Law.



# AIR CONDITIONER 5 YEAR WARRANTY

Please complete and keep with original purchase docket. OWNER'S NAME:

ADDRESS:				
CITY:		STATE:	POSTCODE:	
MODEL No:	SERIAL No:			
INSTALLER:				
INSTALLER'S LICENCE No:				
DATE OF PURCHASE:				
INVOICE/SALES DOCKET No.				
AUTHORISED RETAILER'S N.	AME:			
ADDRESS:				
CITY:		STATE:	POSTCODE:	

#### OWNER RESPONSIBILITY

Before you request a service to the product under this Warranty please check the following to save money. You will have to pay for service calls in relation to the product and any repair made to the product that is not related to a manufacturing defect in the product.

POWER: Check that the power plug is pushed in and the power is switched on. If there is still no power, check whether there is power at the point by using another appliance. Also check that the circuit breaker has not been tripped.

USER CONTROLS: Ensure that all user controls are correctly set.

INSTALLATION: Confirm that the product is correctly installed. If necessary consult with the installer. OBSTRUCTIONS: The Warranty does not cover problems caused by dirty air filters, air flow obstructions in the indoor or outdoor section of the product, leaves, dust, or foreign objects blocking vents and coils. These are important points to be kept under observation and should be checked regularly. Blocked drainage pipes can cause condensate water to leak out of the product instead of draining from it. Check in humid weather. Regular checks for and clearance of obstructions are the owner's responsibility. RELOCATION: This Warranty does not cover relocation or re-installation and set up of the product. BATTERIES: This Warranty does not apply if the product is damaged by the use of exhausted, leaking or used batteries or fails to function correctly as a result of the use of such batteries.

In this Warranty, the words "Authorised Retailer" mean a retailer, installer, dealer or contractor of Mitsubishi Electric Australia that has been authorised by Mitsubishi Electric Australia to sell Mitsubishi Electric air conditioning products. In this Warranty, the words "Authorised Repairer" mean an authorised service centre or a repair agent of Mitsubishi Electric Australia or a repair agent of an Authorised Retailer, in each case appointed to service or repair Mitsubishi Electric Australia air conditioning products.

(Contact the Mitsubishi Electric Australia office in your State for details of Authorised Retailers and Authorised Repairers).

#### 1. This Warranty:

a) covers the product described above against labour and manufacturing defects in the product only for a period of **sixty (60) months/5 years** from the date the equipment is purchased by the original owner.

b) covers replacement parts and repair labour provided under this Warranty for manufacturing defects for the remainder of the period of Warranty for the product into which they are incorporated or applied.

c) only covers the product if the product was purchased by the original owner from an Authorised Retailer in Australia or was sourced by the original owner from an Authorised Repairer in Australia and operated in Australia.

d) does not cover any consumables including accessories (remote controls) and/or air filters supplied with the product unless such items are shown to be defective when the product was first purchased by the consumer.

e) does not cover any dented or damaged panels or covers unless the dent or the damage to the panel was the result of a manufacturing defect and Mitsubishi Electric Australia is notified about the defect in the panel or cover within 7 days of the product first being purchased.

f) is limited to products with an output capacity of up to 18 kW.

g) does not cover any damage to paintwork, metalwork, or finished trims of the product caused by weathering, atmospheric fallout, hail, salt, or other corrosive residue, foreign matter entering the product (e.g., dirt and moisture) or

#### any other outside agency.

h) does not cover problems or unsatisfactory performance caused to the product by faulty or incorrect external wiring, incorrect power supply, voltage fluctuations, other voltage transients or electromagnetic interference not originating within the product.

#### 2. This Warranty will not apply if:

a) this product is not installed by a licensed installer or the product is installed incorrectly.

b) the product is damaged by the use of an accessory not supplied by Mitsubishi Electric Australia.

c) the product is damaged by a consumable which is not supplied by Mitsubishi Electric Australia, an Authorised Retailer or an Authorised Repairer.

d) the product is damaged by exhausted, leaking or used batteries or fails to function correctly as the result of the use of such batteries.

e) the product case is opened by a person other than an Authorised Retailer or Authorised Repairer.

f) the product is damaged by the incorrect use or installation of any consumable.

g) the product is damaged by a failure to check and clear obstructions in both indoor and outdoor sections of the product, including the air filters, vents, coils, drainage pipes and ensuring the condensate drain is kept clean.

h) the product is installed in a moveable dwelling, e.g., caravan or boat.

i) the product is re-installed during the period of the Warranty at any location other than the original location.

j) the product is used for a purpose other than the cooling and heating of air for the physical comfort of humans.

#### 3. Under this Warranty:

a) where a valid Warranty claim is made under this Warranty, the product will be repaired, during normal business hours, at the premises of an Authorised Repairer without cost to the owner for parts and repair labour or, at the option of Mitsubishi Electric Australia, the product will be replaced.

b) where a valid Warranty claim is made under this Warranty, Mitsubishi Electric Australia will arrange and or pay for an Authorised Repairer to attend a customer's site if it is within a 50 kilometre radius of the Authorised Repairer's home base. The owner is responsible for all travelling and transport costs and intransit insurance if the owner requests any repair to be performed at premises that is beyond a 50 kilometre radius from an Authorised Repairer's home base.

c) the owner is responsible for all charges incurred for repair outside of normal business hours.

d) the owner is responsible for providing reasonable and safe service access to the product. This Warranty does not cover any costs or additional labour associated with gaining access to the product installed in restricted access or high locations. e) the owner is at all times responsible for the repair of damage to the product that is not a manufacturing defect, including damage to the product caused by any accidental or intentional damage to the product (whether or not the damage is caused by the owner), improper voltage, fire, misuse, abuse, neglect, alterations or negligence, incorrect or incomplete installation or operation, major disaster including floods, lighting strikes, cyclones, bushfires and earthquakes, vermin or foreign matter entering the product, e.g. dirt and moisture. The OWNER RESPONSIBILITY list is provided to help in this regard. Refer to the Owner's Instruction Manual for operation and other information.

#### 4. For repair of the product under this Warranty:

a) the Authorised Retailer or Authorised Repairer of Mitsubishi Electric Australia should be contacted within thirty (30) days of the owner becoming aware of the manufacturing defect in the product. Alternatively, the owner should contact Mitsubishi Electric Australia or a Mitsubishi Electric Australia Authorised Service Provider should be contacted immediately of the fault developing. Mitsubishi Electric Australia Service Line 1300 651 808

b) this Warranty with the original purchase documents must be presented to the Authorised Retailer or Authorised Repairer.

5. The products of Mitsubishi Electric Australia come with guarantees, additional to this Warranty, that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

6. To the fullest extent permitted by law, Mitsubishi Electric Australia's liability under this Warranty and any other statutory guarantees imposed at law is expressly limited to:

a) in the case of products, the replacement of the product or the supply of equivalent product, the payment of the cost of replacing the product or of acquiring an equivalent product or the repair of the product or payment of the cost of having the product repaired, at the discretion of Mitsubishi Electric Australia; and

b) in the case of services, supplying the services again or the payment of the cost of having the services supplied again.
 7. No other person or non-statutory organisation is authorised by Mitsubishi Electric Australia to vary the provisions and conditions of this Warranty.

# DAWN APARTMENTS

Operational and Maintenance Manual

9.2.2 Fans Direct (Pacific HVAC) Warranty



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# Terms & conditions – Australia

#### 1. GENERAL

In these terms and conditions (unless the context requires otherwise): "Carrier" means a Carrier nominated by the Company to take delivery of the Goods;

"Company" means Fans Direct Pty Ltd ABN: 80 087 430 715 "Consignment Address" means the delivery address of the Customer stated in an

Order or otherwise agreed by the Company;

"Customer" means any person who enters into a contract with the Company for the purchase of Goods and includes:

(i) any successors or permitted assigns; and

 if the Customer consists of more than one person both of them jointly and each of them severally;

"Goods" means any goods supplied or to be supplied by the Company as specified in an Order accepted by the Company.

"GST" means GST within the meaning of A New Tax System (Goods and Services Tax) Act 1999 (as amended) ("GST Act" )

"Order" means a Customer order placed with the Company for the supply of Goods; "Related Body Corporate" has the same meaning as in the Corporations Act.

#### 2. QUOTATIONS

A quotation by the Company shall be an invitation to treat, and shall not constitute an offer. Any modification to a quotation will be effective only if it is expressed in writing and signed by a duly authorised officer of the Company.

#### 3. CONTRACT FOR SALE OF GOODS

- 3.1 Each Order constitutes an offer by the Customer to acquire the Goods subject strictly to these terms and conditions and to the exclusion of any other terms and conditions asserted by the Customer. A contract will be made between the Company and the Customer for the supply of Goods only when an Order is accepted by the Company in writing, orally or by conduct.
- 3.2 The Company may at any time refuse to extend credit to the Customer and need not give any reason for its refusal.
- 3.3 These terms and conditions supersede all previous terms and conditions and may only be varied if authorised in writing on behalf of the Company.

#### 4. PAYMENT

- 4.1 The price for the Goods must be paid within 30 days from the date of delivery of the Goods to the Customer unless other terms of payment are expressly stated in writing and signed by the Company.
- 4.2 In the event the Customer fails to make payment to the Company when payment falls due, the Company shall have the right, without prejudice to any other right or remedy the Company may be entitled, to charge interest on any overdue invoice at a rate of 2% per annum in excess of the rate of penalty interest current at the date of default pursuant to the Penalty Interest Rate Act 1983 (Vic) calculated and payable daily and compounded from the due date until the invoice is paid in full. The Customer also must pay all costs and expenses (including legal costs), which may be incurred by the Company in the recovery of the overdue amounts. Any payment by the Customer shall be credited first against any interest so accrued and the balance, if any, shall be applied in reduction of the outstanding balance of the price.
- 4.3 Notwithstanding that the Customer may be granted time to pay for the Goods and/or services or credit facilities are provided, the Customer must, in the event the Goods are sold and the proceeds of sale received, where applicable, comply with clause 9.
- 4.4 The extension of credit facilities and the terms upon which such credit is provided are, in all cases at the sole discretion of the Company and are subject to confirmation on the receipt of an Order. In any event the Company retains the right to withdraw credit facilities at any time prior to delivery of Goods.

#### 5. PRICES & GST

- 5.1 All prices must be as quoted or be in accordance with the Company's current price at the time of the Order whichever is the higher. Verbal quotations are subject to written confirmation.
- 5.2 All listed, published or quoted prices (unless otherwise expressly indicated) are exclusive of any applicable GST or any other applicable taxes, duties, costs and charges associated with the delivery of the Goods, and all such taxes, duties, costs and charges shall be included as an additional item to the invoiced price.

#### 6. DELIVERY OF GOODS

- 6.1 The Company will use its best endeavours to meet all quoted delivery or consignment dates but the Company will not be liable to the Customer for any delay in delivery caused by any reason whatsoever.
- 6.2 If the Customer vishes to use its own carrier, delivery of the Goods shall be ex-Company's store and the Customer shall pay all freight and insurance costs ex-Company's store and shall indemnify the Company against all actions, suits, proceedings, claims demands and all losses, expenses and liabilities, howsoever arising, for the transportation of the Goods delivered ex-Company's store.
- 6.3 In the event of any delay caused by the Customer or caused by industrial disputes, including strikes and lockouts, circumstances such as fire, war, mobilisation or any other cause beyond the reasonable control of the Company, the Company, at its option, may extend the quoted delivery or consignment dates or consign part of an Order or suspend consignment during that period of delay or may cancel the order and the Customer shall not be relieved of the obligation to accept and pay for an Order, or any part of an Order, in accordance with clause 4, as a result of any such extensions, partial consignments or suspensions.
- 6.4 Delivery times made known to the Customer will be estimates only and the Company will not be liable for late delivery or non-delivery and under no circumstances will the Company be liable for any loss, damage or delay occasioned to the Customer or its customers arising from late or non-delivery of the Goods.
- to the Customer or its customers arising from late or non-delivery of the Goods.
   5.5 The Company will be conclusively presumed to have delivered the Goods in accordance with these terms and conditions if the Goods are delivered to the Consignment Address, whether or not the Company obtains a receipt or signed delivery docket for the Goods from any person.
- 6.6 If delivery cannot be affected, the Company may store the Goods or redeliver the Goods to the Customer and the Customer must pay or indemnify the Company for all costs and expenses incurred.

- 6.7 The Company will not be responsible for any loss or damage to Goods in transit. The Company will render to the Customer such assistance as may be necessary to press claims on the Carriers provided the Customer must have notified the Company and the Carrier in writing immediately of any loss or damage is discovered on receipt of Goods and must lodge a claim on the Carrier within 3 days of the date of receipt of the Goods.
  6.8 In the event of the Company agreeing to the return of the Goods or any part
- 6.8 In the event of the Company agreeing to the return of the Goods or any part thereof by the Customer, the Goods will be at the Customer's risk until such time as the Goods reach the Company's premises. Made to order Goods or Goods that are not a stock item will not be accepted for return. All expenses of return will be borne by the Customer and a 20% handling charge will be applied to any Goods accepted for return. Any Goods accepted for return must be returned to the place of manufacture or distribution. Where an order is cancelled after production of the ordered items or services, a 20% cancellation fee may be charged.

#### 7. STORAGE OF GOODS

In the event that, after notification to the Customer that the Goods are ready for delivery, delay in delivery is caused by the Customer or caused by industrial disputes, including strikes and lockouts, circumstances such as fire, war, mobilisation or any other cause beyond the reasonable control of the Company, the Company shall be entitled, at its option, to arrange suitable storage, whether at its premises or elsewhere, and shall take reasonable steps to protect the Customer's interest in the Goods. The Customer shall pay all costs of storage, insurance, demurrage, handling and other charges associated with such storage.

#### 8. RISK AND SUPPLY

- 8.1 All Goods sold to the Customer shall be at the Customer's risk immediately upon delivery to or collection by the Customer, the Customer's nominee, the Customer's carrier, except where Goods are held for the Customer in accordance with clause 7, in which case risk shall pass to the Customer on the date being seven (7) days from the date of notification to the Customer that the Goods are ready for delivery.
- 8.2 The Company reserves the right to: (a) withhold supply to the Customer where: (i) the Company has insufficient Goods to fulfil the Order, (ii) the Goods and/or services ordered have been discontinued, (iii) the Customer is in breach of any contract with the Company, or (iv) the Company otherwise considers it appropriate for any other reason; (b) supply by instalments. The exercise of these rights by the Company or delay in supply for any other reason does not entitle the Customer to terminate any contract with the Company or claim any loss or damage.
- terminate any contract with the Company or claim any loss or damage.
  8.3 The Customer shall provide at the delivery place free of charge all hoisting facilities of adequate size and capacity to lift the Goods without disassembling. Unless the Company otherwise agrees all Goods to be hoisted will not be disassembled in any way to suit the hoisting facilities provided. The Customer agrees to pay any additional costs thereby incurred which will be added to the contract price.

#### 9. TITLE OF GOODS

- 9.1 The property in the Goods will not pass to the Customer until payment in full on any account whatsoever has been received by the Company and the Customer's cheque has been honoured whether or not that account relates to the sale of the Goods. If the Customer fails to honour any of these terms and conditions of sale, the Company, without notice, will have the right to take possession of the Goods which are the subject of this reservation of title, or trace the proceeds of the sale thereof, as the case may be, and to recover the full amount owing to the Company together with interest and costs, if any.
- 9.2 The Customer acknowledges that until property and ownership in the Goods passes to the Customer in accordance with sub-clause 9.1, the Customer is in possession of those Goods for and on behalf of the Company as a fiduciary bailee and agent and is only authorised to sell the Goods (in the Customer's own name and not as agent of the Company) in the ordinary course of the Customer's business.
- 9.3 The Customer shall keep and safely store the Goods on its premises separately and in such manner that the Goods are readily identifiable as the property of the Company and shall display such identification as may from time to time be requested by the Company.
- 9.4 If payment for any Goods is overdue, the Company is entitled, without prejudice to any of its other rights and remedies, to repossess the Goods and to enter into any premises upon which the Goods are stored (forcibly if necessary), without notice, for this purpose.
- 9.5 Until such time as the Company receives payment in full for any Goods, if the Customer sells or receives any payment from a customer or insurer in respect of the Goods, (a) the Customer must: (i) deposit the proceeds of any such sale or disposition and any insurance proceeds (or claim thereto) into a separate and identifiable bank account which shall not be overdrawn; (ii) not mix such proceeds, with any other moneys; and (iii) account to the Company for such proceeds, and (b) the Company will be entitled to trace all proceeds of sale of the Goods received by the Customer through the relevant account or any other account maintained by the Customer.
- 9.6 If the Customer incorporates or mixes Goods supplied by the Company (the property in which has not passed to the Customer in accordance with this clause 9) with other Goods not supplied by the Company, the resulting product shall be the property of the Company. The rights of the Company in respect of the resulting product shall be the same as those provided for in this clause 9 in respect of Goods the property in which has not passed to the Customer, except that in exercising these rights the Company shall account to the Customer (on a pro rata basis) for that part of the realised value of the resulting products which is attributable to: (a) the Goods not supplied by the Company; and (b) the Customer's cost of manufacture.
- 9.7 Nothing in sub-clauses 9.1 to 9.6 inclusive shall affect the Company's rights as an unpaid vendor. This clause 9 is not intended to create a charge over the Goods or over any book debts or proceeds of sale in respect of the sale of the Goods. To the extent that any part of this clause is construed as creating a charge, the offending words shall be deleted.



# Terms & conditions Australia – continued

#### 10. WARRANTY/LIABILITY

The Company agrees and acknowledges that the Customer is entitled to all rights and remedies in respect of the Goods which the Customer has under the Trade Practices Act and similar State and Territory laws and which cannot be lawfully excluded, restricted or modified. These terms and conditions do not purport to, and do not have the effect of, excluding, restricting or modifying the exercise of any such right or remedy or the liability of the Company in respect of any such right or remedy.

- 10.1 The Company warrants that all Goods manufactured or supplied by it will be free of defects in workmanship and materials for a period of 12 months from the date of commissioning but not exceeding eighteen (18) months from the date of invoice to the Customer provided that the Goods are installed according to the requirements of AS/NZS3000:2018 Australian/New Zealand wiring rules. The Customer does not have any rights or remedies in respect of the Goods other than the rights and remedies expressly provided for in these terms and conditions or agreed and acknowledged by the Company in these terms and conditions.
- Subject always to Clauses 10.1 and 10.4: 10.2
  - all conditions, warranties and guarantees other than those expressly (a) provided for in these terms and conditions or agreed and acknowledged by the Company in these terms and conditions are excluded to the fullest extent permitted by law; and
  - the Company will not be liable to the Customer for any loss caused (in whole or in part) by or arising out of any use of the Goods or any defect resulting from:
    - normal wear and tear or accident;
    - misuse or other unsuitable or unauthorised use of the Goods or negligence or error in storing, maintaining or handling the Goods (ii) or equipment with or on which it operates. Reference will be made to appropriate standards issued by the Standards Association of Australia and by the Company in determining the suitability of any use made of the Goods;
    - incorrect installation or assembly of or failure to service the Goods or to otherwise follow the Company's service instructions including (iii) permitting repairs, installation, assembly or service by personnel not approved by the Company or replacements of parts not manufactured or supplied by the Company.
    - modifications or changes to the Goods without the Company's prior (iv) written authorisation; or
- any other unauthorised act or fault by the Customer or a third party. 10.4 Where the Customer is a consumer under the Trade Practices Act or similar State and Territory laws and Goods supplied or services provided to the Customer are not of a kind ordinarily acquired for personal, domestic or household use or consumption, then unless the Customer establishes that reliance on this provision would not be fair and reasonable, the liability for a breach of a condition or warranty implied into these terms and conditions by the Trade Practices Act or by any similar State or Territory laws (other than a condition implied by section 69 of the Trade Practices Act or by the equivalent provisions of any similar State or Territory laws) is limited to any one of the following as determined by the Company:
  - in the case of Goods supplied: (a)
    - the replacement of the Goods or the supply or equivalent Goods; the repair of the Goods; (i)
    - the payment of the cost or replacement of the Goods or of acquiring (iii) equivalent Goods; or
    - for the payment of the cost of having the Goods repaired. (iv) in the case of services provided:
      - (i)
- the supply of the services again; or the payment of the cost of having the services supplied again.
- 10.5 The Customer acknowledges that neither the Company nor any person purporting to act on its behalf has made any representation or given any promise or undertaking which is not expressly set out in the Order or these terms and conditions whether as to the fitness of the Goods for any particular purpose or any other matter

#### 11. SPECIFICATIONS AND INFORMATION

Where the Company is not the manufacturer, the Company relies on the specifications and warranties supplied by the manufacturer.

#### INTELLECTUAL PROPERTY 12.

(b)

(ii)

The Customer acknowledges that all rights in respect of patents, copyrights, design rights, trade marks or other industrial or intellectual property rights connected 12.1 with the Goods shall not pass to the Customer. The Customer shall indemnify the Company against any and all liabilities, claims and costs incurred by or made against the Company as a direct or indirect result of carrying out of any work required to be done on or to the Goods in accordance with the requirements or specifications of the Customer involving any infringement or alleged infringement of any rights of any third party.

12.2 If any action, suit, proceeding, claim or demand is brought or made alleging that the sale, use or any other dealing with the Goods infringes the trade mark, trade name, patent, copyright, registered design or any other intellectual or industrial property rights of third parties, the Customer shall forthwith notify the Company thereof and give every assistance to the Company in connection therewith as the Company may reasonably require and shall not itself handle, deal with or compromise any such action, suit, proceedings, claim or demand except with the prior written consent of the Company.

#### 13. CANCELLATION

No Order may be cancelled except with the Company's consent in writing and on terms which will indemnify the Company against all losses.

#### TERMINATION

- The Company will be entitled to terminate any Order with the Customer or revoke any credit terms granted if the Customer fails to punctually pay moneys due to the Company, has any security enforced against it, commits an act of bankruptcy or, being a company, passes a resolution for winding up (except for the purposes of reconstruction) or a court makes an order winding up the Customer or if the Company notifies the Customer that it is of the view that the Customer or any Related Body Corporate of the Customer is in financial difficulties.
- 14.2 Upon the occurrence of a termination event referred to in Clause 14.1, the Company reserves the right to cancel an Order with the Customer (to the extent that the Order remains unperformed) in whole or in part without any liability attaching to the Company, stop any Goods in transit and dispose of the Goods produced for or supplied to the Customer, to a third party and all moneys owing to the Company in respect of any Order will be immediately payable by the Customer.
- 14.3 Termination is without prejudice to any right or obligation, which may have accrued prior to termination.

#### CLAIMS AND DISPUTES

Any claims as to quality or quantity of Goods supplied must be made within 7 days of delivery of the Goods to the Customer. In the event of a dispute between the Customer and the Company relating to either the quality, quantity or delivery of the Goods, the Customer agrees to pay the Company all such amounts owing to the Company by the Customer until such time as the dispute is resolved

#### 16. FORCE MAJEURE

- The Company will not be liable for any loss incurred as a result of delay or failure 16.1 to meet an accepted Order or to observe any of these terms and conditions (other than an obligation to pay money) due to an event of force majeure, being any cause or circumstance beyond the Company's control, including but not limited to any failure or delay in performance caused by any strikes, lockouts, labour disputes, fires, acts of God or public enemy, malicious or accidental damage, delays in transport, breakdowns in machinery or restrictions or prohibitions by any government or any or any semi-government authorities or embargoes
- 16.2 During the continuance of an event of force maieure affecting the Company, its obligations hereunder will be suspended and will resume as soon as possible after the cause or circumstance has ceased to have effect.

#### 17. SEVERABILITY

If any of these terms or conditions infringes any law in Australia they must be read down so that they do not infringe that law, otherwise such parts will be deemed void and severable.

#### 18. GOVERNING LAW

These terms and conditions are governed by and must be construed in accordance with the laws of Victoria and the Customer hereby agrees to submit to the exclusive jurisdiction of the courts of Victoria and any court of appeal there from

#### 19. MISTAKE

Any mistake on any quotation, Order, invoice, delivery document or other document issued by the Company in relation to the Goods shall not be binding on the Company and the Company may in its discretion issue such amended document as is required to rectify such mistake. The Customer shall comply with the Company's amended document



are the safe choice



#### **Pacific Ventilation Pty Ltd**

AU 1300 733 833 NZ 0800 100 326



# **Product Warranty**

- Except as specifically set out herein, any term, condition or warranty in respect of the quality, fitness for purpose, condition, description, assembly, manufacture, design or performance of the Goods, whether implied by statute, common law, trade usage, custom or otherwise, is hereby expressly excluded.
- 2. The Company warrants that all Goods manufactured or supplied by it will be free of defects in workmanship and materials for a period of 12 months from the date of commissioning but not exceeding eighteen (18) months from the date of invoice to the

Customer provided that the Goods are installed according to the requirements of AS/NZS3000:2018 Australian/New Zealand wiring rules.

- 3. Products manufactured and distributed by Pacific Ventilation are subject to routine maintenance as set out in manuals supplied with the equipment. Failure to maintain the equipment supplied according to the schedules and intervals outlined may void the warranty. It is a requirement that adequate plant log book records be kept to provide evidence of routine maintenance being conducted.
- 4. The Company is not liable for any indirect or consequential losses or expenses suffered by the Customer or any third party, howsoever caused arising from the supply of the Goods, including but not limited to loss of turnover, profits, business or goodwill.
- 5. The Company will not be liable for any loss, damage or claim suffered by the Customer where the Company has failed to meet any delivery date or cancels or suspends the supply of Goods or for any Goods that display a "use by" date that are sold or distributed by the Customer after that date.
- 6. Nothing in these terms and conditions is to be interpreted as excluding, restricting or modifying or having the effect of excluding, restricting or modifying the application of any State or Federal legislation applicable to the sale of Goods which cannot be excluded, restricted or modified. If any of these terms and conditions is inconsistent with State or Federal legislation, such terms and conditions must be read down only to the extent necessary to comply with such legislation and will otherwise apply to the fullest extent legally possible.

- 7. If the Customer is a "consumer" within the meaning of Schedule 2 of the Competition and Consumer Act 2010 (Cth) and the Goods are not of a kind ordinarily acquired for personal, domestic or household use or consumption, the Company's liability for a breach of a condition, warranty or guarantee (whether express or implied) is limited to any one of the following as determined by the Company:
  - 7.1. the replacement of the Goods or the supply of equivalent Goods or in the case of services, supply the services again or pay the costs of having the services supplied again; or
  - the payment of the cost or replacement of the Goods or of acquiring equivalent Goods.
- 8. The Customer acknowledges that neither the Company nor any person purporting to act on its behalf has made any representation or given any promise or undertaking which is not expressly set out in the Order or these terms and conditions whether as to the fitness of the Goods for any particular purpose or any other matter.
- **9.** Where the Company is not the manufacturer, the Company relies on the specifications and warranties supplied by the manufacturer.



We are the safe choice.



Pacific Ventilation Pty Ltd

AU 1300 733 833 NZ 0800 100 326

www.pacificventilation.com



# **DAWN APARTMENTS**

Operational and Maintenance Manual

9.3.1 FORM 12



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This form is the approved form that must be used in accordance with sections 74 and 77 of the Building Regulation 2021 (appointed competent person statement that an aspect of work has been completed and complies with the building development approval).

Information about how to complete this form is in the Appendix at the end of the form.

#### 1. Indicate the aspect of the building work

Examples of aspects of the stage of building work (and not limited to the examples provided below):

waterproofing, tiling, glazing, energy efficiency, emergency lights, exit signs, smoke detection, air-conditioning.

Aspect of building work (indicate the aspect)

Roof Access and Safety Systems

#### 2. Property description

The description must identify all land the subject of the application.

The lot and plan details (e.g. SP/RP) are shown on title documents or a rates notice.

If the plan is not registered by title, provide previous lot and plan details.

Street address	Dawn - 15 Peerless Avenue		
		Suburb/locality	Mermaid Beach
State	QLD	Postcode	4218

Lot and plan details (attach list if necessary)

Lot 1 of SP338074

Local government area the land is situated in

City of Gold Coast

#### 3. Building/structure description

Building/structure description

Basement 01 to 03: Carpark Level 1: (Ground) Residential Lobby and Carpark Level 2: Residential Common Area and Pool Level 3 – 8: Residential Units Level 9: Residential Common Area and Units Level 10 – 30: Residential Units

Class of building/structure

Basement 01 to 03: Class 7a Level 1 (Ground): Class 2 and Class 7a Level 2: Class 2 and 10b Level 3: 8 – Class 2 Level 9: Class 2 Level 10 – 30: Class 2

#### 4. Description of the extent of aspect/s certified

Clearly describe the extent of work covered by this certificate, i.e. all structural aspects of the steel roof beams and location i.e. what floors the work was on, the parts of a room.

Anchor Points Static Line Ladder Access Bracket Access Strop Access Hatch Access Ladder

#### 5. Basis of certification

Detail the basis for giving the certificate and the extent to which tests, specifications, rules, standards, codes of practice and other publications were relied upon.

BCA 2019 Vol 1 Fixed Platforms, Walkway, Stairs, and Ladders – AS/NZS 1657:2013 AS1170.1-2007 Anchor Point to AS/NZS1891.4 – 2009 Code of Practice – Managing the Risks and Falls at Workplaces Workplace Health and Safety Regulations (QLD) 2011 and Manufacturing Installation Requirements and Limitations In Accordance with the NCC

#### 6. Reference documentation

Clearly identify any relevant documentation, e.g. numbered structural engineering plans.

BCA 2019 Vol 1 Fixed Platforms, Walkway, Stairs, and Ladders – AS/NZS 1657:2013 AS1170.1-2007 Anchor Point to AS/NZS1891.4 – 2009 Code of Practice – Managing the Risks and Falls at Workplaces Workplace Health and Safety Regulations (QLD) 2011 and Manufacturing Installation Requirements and Limitations In Accordance with the NCC

#### 7. Building certifier reference number and building development approval number

Building certifier's name (in full)	Callum Blackstock		
Building certifier reference number	201757	Building development approval number	MIN/2021/168

#### 8. Details of appointed competent person

Name (in full) Rick Marsh				
Company name (if applicable)	Marsh Height Safety Pty Ltd			
Contact person	Rick Marsh			
Business phone number	07 5547 5379		Mobile	0428 846 718
Email address	rick@mhsafety.com.au			
Postal address	Unit 6 / 214-224 Lahr's Road			
		Suburb/	locality	Ormeau
State	QLD Postcoc		e	4208

Licence class or registration type (if applicable)	Structural Metal Fabrication
Licence class or registration number ( <i>if applicable</i> )	15021707
Date request to inspect received from building certifier	30/08/2023

## 9. Signature of appointed competent person

Signature Date 30/08/2023
---------------------------

## LOCAL GOVERNMENT USE ONLY

Click or tap to enter a date. Reference number/s
--

#### Appendix – explanatory information

**IMPORTANT NOTE**: a competent person who knowingly or reasonably suspects the information they are giving to the building certifier is false or misleading, including the information contained in this certificate (Form 12), commits an offence and is liable to a maximum penalty of 100 penalty units.

When is this certificate needed? (section 10 of the *Building Act 1975* (Building Act) and sections 74 and 75 of Building Regulation 2021 (BR 2021).

When performing a building certification function, a building certifier may accept and rely on an **aspect inspection certificate** from an appointed competent person to satisfy themselves that an aspect of work has been completed and complies with the building development approval.

For a single detached class 1a building a building certifier can only accept this form for an aspect of work that is for

- boundary clearance if the appointed competent person (inspection) is a cadastral surveyor, and,
- the <u>reinforcement of footing systems</u> or formwork and reinforcement for a slab if the appointed competent person (inspection) is a <u>registered professional engineer</u>.

For further information about inspections for detached class 1a and 10 buildings or structures, refer to Guidelines for inspection of class 1a and 10 buildings and structures.

#### Who can sign this certificate (Form 12)? (Part 9, Division 2, Section 74 of the BR 2021)

A person assessed and appointed as a competent person (inspection) must complete the approved form (Form 12) and give it to the building certifier after they (1) inspect the aspect of work; and (2) are satisfied the aspect of work has been completed and complies with the building development approval.

#### Competent person (section 10 of the Building Act and Part 6 of the BR 2021)

A building certifier must assess and decide to appoint an individual as a competent person before they can, as a competent person, give inspection help or design-specification help. The building certifier is required to keep detailed records about what was considered when appointing a competent person.

A competent person cannot give inspection help to a building certifier until they have been appointed by the building certifier. For further information about assessment of someone as a competent person refer to the **Guideline for the assessment of competent persons**.

#### Inspection help (section 34 of the BR 2021)

A building certifier must be satisfied that an individual is competent to give the type of inspection help having regard to the individual's experience, qualifications and skills and if required by law to hold a licence or registration, that the individual is appropriately registered or licensed.

For further information about <u>conducting inspections for class 2 to 9 buildings</u>, refer to the **Guideline for inspection of class 2** to 9 buildings.

#### How to complete this form

#### Section 1 – Aspect of building work

An aspect of building work means a component of a stage of the building work, for example water proofing. A stage of assessable building work (requires a building development approval) is a stage of the work, prescribed by regulation, that may be inspected, or stated in a building development approval by the relevant building certifier.

#### Section 2 – Property description

The property description must identify all the land the subject of the application. The lot and plan details (e.g. SP/RP) can be found on title documents or a rates notice. If the plan is not registered by title, provide previous lot and plan details.

#### Section 3 – Building / structure description

Describe the type of building or structures and provide the classification determined under the National Construction Code (NCC). The NCC can be accessed at the Australian Building Codes Board's website.

#### Section 4 - Describe the extent or location of the aspect work inspected

Clearly describe the extent of work covered by this certificate, i.e. all structural aspects of the steel roof beams and location i.e. what floors the work was on, the parts of a room.

#### Sections 5 – Basis for the certification and section 6 Reference documentation (section 77 of BR 2021)

The appointed competent person (inspection) must state the basis for giving the certificate (Form 12) including the extent to which the competent person has relied on tests, specifications, rules, standards, codes of practice or other publications to make their decision that the aspect of work has been completed and complies with the building development approval.

Under the regulation (section 76) the appointed competent person (inspection) may accept and rely on a certificate (Form 12) from another appointed competent person (inspection) without inspecting the work. Although this can only be done if the inspection was carried out in accordance with best industry practice.

#### Other relevant inspection / aspect forms

Aspect work – assessable building work: Form 43 – Aspect certificate (completed by a QBCC licensee) for aspect work for a single detached class 1a building and class 10 buildings and structures.

Aspect work not subject to a building development approval - accepted development (self-assessable): Form 30 – (completed by a QBCC licensee) given to either the builder or building owner of the building, stating the subject aspect work complies with the relevant provisions, standards and codes.

Stages of work: Form 16 – Inspection certificate (completed by a building certifier or competent person) for a stage of work.

Building design – specification: Form 15 – Compliance certificate for building design or specification (completed by the appointed competent person (design – specification)) - for an aspect of stating a building design – specification will, if installed or carried out to the detail under this Form will comply with the building assessment provisions.

For all other building forms and guidelines visit the **Business Queensland website**.

#### PRIVACY NOTICE

The Department of Energy and Public Works is collecting personal information as required under the *Building Act 1975*. This information may be stored by the Department, and will be used for administration, compliance, statistical research and evaluation of building laws. Your personal information will be disclosed to other government agencies, local government authorities and third parties for purposes relating to administering and monitoring compliance with the *Building Act 1975*. Personal information will otherwise only be disclosed to third parties with your consent or unless authorised or required by law.

# **DAWN APARTMENTS**

Operational and Maintenance Manual



9.3.1 FORM 15

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9.4.1 SHOP DRAWING

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This form is to be used by an appointed competent person for the purposes of section 10 of the *Building Act 1975* and sections 73 and 77 of the Building Regulation 2021 (Design-specification certificate) stating that an aspect of building work or specification will, if installed or carried out as stated in this form, comply with the building assessment provisions.

Additional explanatory information is included in the Appendix at the end of this form.

#### 1. Property description

This section need only be completed if details of street address and property description are applicable.

E.g. in the case of (standard/generic) pool design/shell manufacture and/or patio and carport systems this section may not be applicable.

The description must identify all land the subject of the application.

The lot and plan details (e.g. SP/RP) are shown on title documents or a rates notice.

If the plan is not registered by title, provide previous lot and plan details.

#### Street address 15 to 19 Peerless Avenue, Mermaid Beach

		Suburb/locality	Mermaid beach
State	QLD	Postcode	4218
Lot and plan deta	ails (attach list if necessary)		

Lot 1 on RP86406, Lot 2 on RP86406 and Lot 3 on SP307908

Local government area the land is situated in

Gold Coast City Council

#### 2. Description of aspect/s certified

Clearly describe the extent of work covered by this certificate, e.g. all structural aspects of the steel roof beams.

Mechanical Airconditioning and Ventilation Design

#### 3. Basis of certification

Detail the basis for giving the certificate and the extent to which tests, specifications, rules, standards, codes of practice and other publications were relied upon.

Extent of this certification pertains to the base building design AS1668.2 – 2012 The use of Ventilation and Air Conditioning in Buildings – Part 2 Mechanical ventilation in buildings AS1668.1 – 2015 The use of Ventilation and Air Conditioning in Buildings – Part 1 Fire and smoke control in buildings AS3666.1 – 2002 Air-handling and Water Systems of Buildings – Microbial Control NCC 2016 Building Code of Australia – Volume One Section J part J5 of the NCC 2016 Building Code of Australia – FER Prepared by Omnii REF: 7384101 Rev D dated 25/11/2021

#### 4. Reference documentation

Clearly identify any relevant documentation, e.g. numbered structural engineering plans.

Mechanical Services Drawings RA-ME-01101\_A, RA-ME-02101\_A, RA-ME-03101\_A, RA-ME-04101\_A, RA-ME-09101\_A, RA-ME-10101\_A, RA-ME-16101\_A, RA-ME-24101\_A, RA-ME-25101\_A, RA-ME-26101\_A, RA-ME-30101\_A, RA-ME-90102\_A, RA-ME-90102\_A, RA-ME-90103\_A, RA-ME-90104\_A, RA-ME-90105\_A, RA-ME-90106\_A, RA-ME-90107\_A, RA-ME-90108\_A, RA-ME-90109\_A, RA-ME-90110\_A, RA-ME-90111\_A, RA-ME-90112\_A, RA-ME-90113\_A, RA-ME-90114\_A, RA-ME-90115\_A, RA-ME-90116\_A, RA-ME-B1101\_A, RA-ME-B2101\_A, RA-ME-B3101\_A

#### 5. Building certifier reference number and building development approval number

		Building development	
Building certifier reference number	201757	application number (if available)	MIN/2021/168

#### 6. Appointed competent person details

Under Part 6 of the Building Regulation a person must be assessed as a competent for the type of work (design-specification) by the relevant building certifier.

Name (in full)	John Peacock			
Company name (if applicable)	Ridge Air Conditioning			
Contact person	Daniel Stringfellow			
Business phone number	0732056044		Mobile	0416633263
Email address	ridgeair@aapt.net.au			
Postal address	11/459 Tufnell Road, Banyo			_
		Suburb/	locality	Brisbane
State	QLD	Postcoc	le	4014
Licence class or registration type (if applicable)	RPEQ			

#### 9. Signature of appointed competent person

This certificate must be signed by the individual assessed and appointed by the building certifier as competent to give designspecification help.

Signature	Millaw	Date	28/03/2022

#### LOCAL GOVERNMENT USE ONLY

ate received     Click or tap to enter a date.     Reference number/s
---

#### Appendix – explanatory information

**IMPORTANT NOTE**: it is an offence for a competent person to give a building certifier a document, including this form, that the person knows or reasonably suspects, is false or misleading.

Who can complete this certificate? (sections 10 of the *Building Act 1975* (Building Act) and 73 of Building Regulation 2021 (BR 2021))

A building certifier can accept from a competent person (design – specifications) a certificate stating that the competent person has assessed the building design or specification for the aspect of building work, and it will, if installed or carried out under the certificate, comply with the building assessment provisions, including any relevant standards and codes.

Schedule 10 of the BR 2021 defines *building design or specification* as any material, system, method of building or other thing related to the design of or specifications for building work.

For a competent person to meet the regulation requirements (section 77 of the BR 2021) they must substantially complete all sections of this form, including information, such as the design of a particular material, system, method of building or that a building element complies with the Building Code of Australia or a provision of the Queensland Development Code. It is also important that the details of the relevant reference documents are included, for example, the applicable Australian Standards or other technical provisions that may be applicable to the subject work.

#### What is the purpose of this form? (section 10 of the Building Act 1975)

The information in this form informs the building certifier's decision making when they are assessing a building development application and issuing the building development approval for the building work the subject of the certificate (form).

#### When is this form not required?

The assessment of some building applications will be entirely within the expertise of the relevant building certifier and therefore they may not seek the help of a competent person. In these instances, this form is not required.

#### Is a manufacturer or supplier required under the BR 2021 to complete and sign this Form 15, if requested?

**No**. A manufacturer or supplier of building materials is not required to complete and give this form or any aspect and inspection certificates if requested by a construction contractor, builder, appointed competent person, or a building certifier.

However, a manufacturer or supplier <u>may give</u> the construction contractor, builder, competent person or the building certifier evidence of suitability such as a manufacturers statement for an aspect or material that it is compliant with the relevant reference documents in the BCA i.e. the applicable Australian Standard/s.

#### What if there is not enough space for all the supporting material/documents?

Items 2, 3 and 4 requires the competent person to clearly identify the extent of the assessment that was undertaken for aspect/s of work identified in this form.

For instance, there is provision for material such as specifications, standards, codes or other relevant publications to be referenced in the form. However, if the space in the form is not sufficient to accommodate all of this material, you can create and refer to additional material in an addendum or attachment to the form.

The form is also available in a Microsoft Word version, that you can download and edit to include additional material in the relevant parts of the form. **Note**: that editing the form in the Microsoft Word version may cause the relevant boxes to expand and increase the length of the document. This is acceptable and does not change the approved form, provided the section text (description on the left-hand side of the page) is not altered.

#### Appointed competent person (design or specification) - (sections 34 and 36 of the BR 2021)

A building certifier must assess and decide to appoint an individual as a competent person before they can, as a competent person, give design-specification help. The building certifier is required to keep detailed records about what was considered when appointing a competent person.

A building certifier must be satisfied that an individual is competent to give the type of inspection help having regard to the individual's experience, qualifications and skills and if required by law to hold a licence or registration, that the individual is appropriately registered or licensed.

An individual is appointed as competent to give design-specification help on or from a particular day. The building certifier can also decide an individual is a competent person (design-specification) and a competent person (inspection) at the same time or for the same systems or components of the work.

For further information about assessment of someone as a competent person refer to the **Guideline for the assessment of** competent persons.

#### PRIVACY NOTICE

The Department of Energy and Public Works is collecting personal information as required under the *Building Act 1975*. This information may be stored by the Department, and will be used for administration, compliance, statistical research and evaluation of building laws. Your personal information will be disclosed to other government agencies, local government authorities and third parties for purposes relating to administering and monitoring compliance with the *Building Act 1975*. Personal information will otherwise only be disclosed to third parties with your consent or unless authorised or required by law.





This form is to be used by an appointed competent person for the purposes of section 10 of the *Building Act 1975* and sections 73 and 77 of the Building Regulation 2021 (Design-specification certificate) stating that an aspect of building work or specification will, if installed or carried out as stated in this form, comply with the building assessment provisions.

Additional explanatory information is included in the Appendix at the end of this form.

#### 1. Property description

This section need only be completed if details of street address and property description are applicable.

E.g. in the case of (standard/generic) pool design/shell manufacture and/or patio and carport systems this section may not be applicable.

The description must identify all land the subject of the application.

The lot and plan details (e.g. SP/RP) are shown on title documents or a rates notice.

If the plan is not registered by title, provide previous lot and plan details.

#### Street address 15 to 19 Peerless Avenue, Mermaid Beach

		Suburb/locality	Gold Coast
State	QLD	Postcode	4218
Lot and plan deta	ails (attach list if necessary)		
Lot 1 on RP8640	6, Lot 2 on RP86406 and Lot 3 on SP307908	3	

Local government area the land is situated in

Gold Coast City Council

#### 2. Description of aspect/s certified

Clearly describe the extent of work covered by this certificate, e.g. all structural aspects of the steel roof beams.

Mechanical Airconditioning and Ventilation Design

#### 3. Basis of certification

Detail the basis for giving the certificate and the extent to which tests, specifications, rules, standards, codes of practice and other publications were relied upon.

Extent of this certification pertains to the base building design AS1668.2 – 2012 The use of Ventilation and Air Conditioning in Buildings – Part 2 Mechanical ventilation in buildings AS1668.1 – 2015 The use of Ventilation and Air Conditioning in Buildings – Part 1 Fire and smoke control in buildings AS3666.1 – 2002 Air-handling and Water Systems of Buildings – Microbial Control NCC 2019 Building Code of Australia – Volume One Section J part J5 of the NCC 2019 Building Code of Australia – Volume One Omnii Fire Engineering Report Revision C

#### 4. Reference documentation

Clearly identify any relevant documentation, e.g. numbered structural engineering plans.

Mechanical Services Drawings RA-ME-01101\_4, RA-ME-02101\_5, RA-ME-03101\_5, RA-ME-04101\_5, RA-ME-09101\_5, RA-ME-10101\_5, RA-ME-16101\_5, RA-ME-26101\_5, RA-ME-30101\_4, RA-ME-90101\_5, RA-ME-90102\_5, RA-ME-90102\_5, RA-ME-90103\_4, RA-ME-90104\_5, RA-ME-90105\_4, RA-ME-90106\_4, RA-ME-90107\_5, RA-ME-90108\_5, RA-ME-90109\_5, RA-ME-90110\_4, RA-ME-90111\_5, RA-ME-90112\_5, RA-ME-90113\_5, RA-ME-90114\_4, RA-ME-B1101\_5, RA-ME-B2101\_4, RA-ME-B3101\_4

#### 5. Building certifier reference number and building development approval number

	Building development	
Building certifier reference	application number (if	
number	available)	

#### 6. Appointed competent person details

Under Part 6 of the Building Regulation a person must be assessed as a competent for the type of work (design-specification) by the relevant building certifier.

Name <i>(in full)</i>	John Peacock			
Company name (if applicable)	Ridge Air Conditioning			
Contact person	Daniel Stringfellow			
Business phone number	0732056044		Mobile	0416633263
Email address	ridgeair@aapt.net.au			
Postal address	11/459 Tufnell Road, Banyo			
		Suburb/	locality	Brisbane
State	QLD	Postcod	le	4014
Licence class or registration type ( <i>if applicable</i> )	RPEQ			

Licence or registration number (if	
applicable)	7981

#### 9. Signature of appointed competent person

This certificate must be signed by the individual assessed and appointed by the building certifier as competent to give designspecification help.

Signature	Millian	Date	5/11/2021

#### LOCAL GOVERNMENT USE ONLY

received Click or tap to enter a date. Reference number/s
---

#### Appendix – explanatory information

**IMPORTANT NOTE**: it is an offence for a competent person to give a building certifier a document, including this form, that the person knows or reasonably suspects, is false or misleading.

Who can complete this certificate? (sections 10 of the *Building Act 1975* (Building Act) and 73 of Building Regulation 2021 (BR 2021))

A building certifier can accept from a competent person (design – specifications) a certificate stating that the competent person has assessed the building design or specification for the aspect of building work, and it will, if installed or carried out under the certificate, comply with the building assessment provisions, including any relevant standards and codes.

Schedule 10 of the BR 2021 defines *building design or specification* as any material, system, method of building or other thing related to the design of or specifications for building work.

For a competent person to meet the regulation requirements (section 77 of the BR 2021) they must substantially complete all sections of this form, including information, such as the design of a particular material, system, method of building or that a building element complies with the Building Code of Australia or a provision of the Queensland Development Code. It is also important that the details of the relevant reference documents are included, for example, the applicable Australian Standards or other technical provisions that may be applicable to the subject work.

#### What is the purpose of this form? (section 10 of the Building Act 1975)

The information in this form informs the building certifier's decision making when they are assessing a building development application and issuing the building development approval for the building work the subject of the certificate (form).

#### When is this form not required?

The assessment of some building applications will be entirely within the expertise of the relevant building certifier and therefore they may not seek the help of a competent person. In these instances, this form is not required.

#### Is a manufacturer or supplier required under the BR 2021 to complete and sign this Form 15, if requested?

**No**. A manufacturer or supplier of building materials is not required to complete and give this form or any aspect and inspection certificates if requested by a construction contractor, builder, appointed competent person, or a building certifier.

However, a manufacturer or supplier <u>may give</u> the construction contractor, builder, competent person or the building certifier evidence of suitability such as a manufacturers statement for an aspect or material that it is compliant with the relevant reference documents in the BCA i.e. the applicable Australian Standard/s.

#### What if there is not enough space for all the supporting material/documents?

Items 2, 3 and 4 requires the competent person to clearly identify the extent of the assessment that was undertaken for aspect/s of work identified in this form.

For instance, there is provision for material such as specifications, standards, codes or other relevant publications to be referenced in the form. However, if the space in the form is not sufficient to accommodate all of this material, you can create and refer to additional material in an addendum or attachment to the form.

The form is also available in a Microsoft Word version, that you can download and edit to include additional material in the relevant parts of the form. **Note**: that editing the form in the Microsoft Word version may cause the relevant boxes to expand and increase the length of the document. This is acceptable and does not change the approved form, provided the section text (description on the left-hand side of the page) is not altered.

#### Appointed competent person (design or specification) - (sections 34 and 36 of the BR 2021)

A building certifier must assess and decide to appoint an individual as a competent person before they can, as a competent person, give design-specification help. The building certifier is required to keep detailed records about what was considered when appointing a competent person.

A building certifier must be satisfied that an individual is competent to give the type of inspection help having regard to the individual's experience, qualifications and skills and if required by law to hold a licence or registration, that the individual is appropriately registered or licensed.

An individual is appointed as competent to give design-specification help on or from a particular day. The building certifier can also decide an individual is a competent person (design-specification) and a competent person (inspection) at the same time or for the same systems or components of the work.

For further information about assessment of someone as a competent person refer to the **Guideline for the assessment of** competent persons.

#### PRIVACY NOTICE

The Department of Energy and Public Works is collecting personal information as required under the *Building Act 1975*. This information may be stored by the Department, and will be used for administration, compliance, statistical research and evaluation of building laws. Your personal information will be disclosed to other government agencies, local government authorities and third parties for purposes relating to administering and monitoring compliance with the *Building Act 1975*. Personal information will otherwise only be disclosed to third parties with your consent or unless authorised or required by law.
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