

Name of Witness	Julie Louise SAVAGE
Date of Birth	[REDACTED]
Address and contact details	[REDACTED] Tennyson
Occupation	Business owner
Date taken	25/08/2011

**Julie Louise SAVAGE states:**

*woman. I am the mother of 2 teenagers*

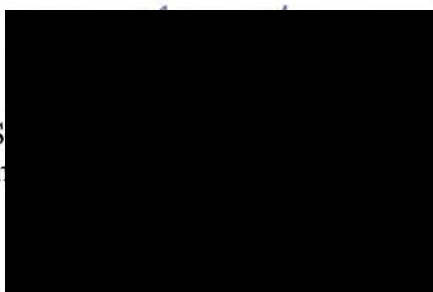
1. I am a [REDACTED] year old [REDACTED] and currently reside at unit [REDACTED] Tennyson ([REDACTED]). I own and manage a small business contracting engineering resources into Aerospace, Energy and Infrastructure projects in southeast Queensland. I work from a home office.
2. In late 2008 I visited the Mirvac sales office that was advertising the development of a multistorey luxury apartment complex located next to the Tennyson tennis centre on the edge of the Brisbane River. This development created a lot of interest and had State government involvement. I spoke to one of the Mirvac representatives, Angela PATCH with regards to the units.
3. In 2009 I decided to purchase an apartment at the complex. In July 2009 I moved in to my current apartment which is situated on the ground floor. The building where my apartment is located is known as 'Lushington' which is adjacent to 'Softstone'. Within this basement I have a four car garage where I stored my vehicle and various personal effects.

**QFCI**

Date: 21/09/11 *JM*

Exhibit Number: 572

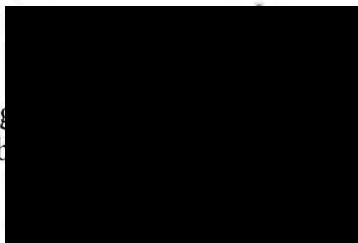
Witness S  
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Signature of officer .....

400 George Street Brisbane  
GPO Box 1738 Brisbane  
Queensland 4001 Australia  
Telephone 1300 309 634  
Facsimile +61 7 3405 9750  
www.floodcommission.qld.gov.au  
ABN 65 959 415 158

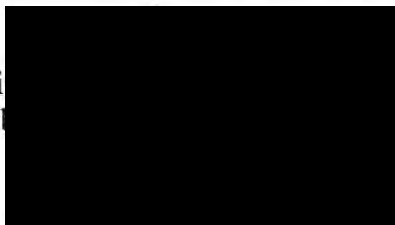
4. On Monday the 10<sup>th</sup> day of January 2011 Brisbane was experiencing heavy rainfall and the potential for flooding. I was at my home on this day and I became aware of a number of inquiries to the body corporate concerning flooding at the complex. Other attempts by me to find further information were hampered by what was going on around me, and for example, because the BBC's website crashed.
5. On Tuesday the 11<sup>th</sup> day of January 2011 there were further indications of flood and residents were becoming increasingly concerned.
6. On the Tuesday morning, I spoke with one of the maintenance people from the Body Corp Manager. During that conversation, he opened one of the access doors on B2. I could hear the pump operating in the cavity. I saw water coming through the ceiling of B2. This water appeared to be stormwater since it was clean clear water not muddy water.
7. From mid-morning Tuesday I monitored the levels of the Brisbane River from my verandah. I could see that it was progressively getting higher and the level did not appear to be affected by tidal flows. At about 2.00pm the river broke its banks and started flooding the bike path that is between the river and the building. I watched as the river continued to rise at a rate of about 10cm per hour into the evening. As the river rose I estimated its height and its rate of increase from the wire partitions on the path fence.
8. At around midday on the Tuesday the body corporate sent an e-mail to all residents, reviewing their emergency strategy. Within this e-mail they stated that the buildings were designed to prevent inundation up to an 8.4m tide and were not expecting any penetration, unless flood waters were higher than predicted. It also outlined details with regards to the lift operation and contact details for the body corporate. I am able to produce this letter.



**Exhibit: E-mail to residents from Tennyson reach body corporate on 11<sup>th</sup> January 2011**

**Marked Exhibit No/...**

9. I became very concerned about the flooding and I rang a number of people I knew with regards to the probability of my home flooding. They told me that while my house may not flood, I should prepare as if it were going to.
10. Further on the Tuesday, a manager from the body corporate confirmed to me that on the Wednesday the flood would come to about 10 cm up my garage walls in B2 and in the king tide thereafter, could get to about 1 metre and that I should raise everything in the basement.
11. As a result of these inquiries I decided to start moving my car and other items from the basements up to a higher level. A unit had been made available on level <sup>a higher</sup> 7 for us to put our belongings in. At around 3pm I started to move my ~~paintings~~ <sup>possessions</sup> from my apartment up and by the evening I was moving as many of my personal belongings from my apartment up to level 7 as I could.
12. From some time on Tuesday afternoon the body corporate management staff were providing information over the loud speaker system but the amount of information provided decreased as time went on. For example, I only heard at 9pm that evening, from others in the lift, that the power was to be turned off at approximately 9:30pm.
13. From this point on the flooding continued to get higher. As a result of the flooding, all power and services to the building became cut as the essential infrastructure is located in the basements. This occurred at approximately 9:30pm and I then used the staircase to move my personal belongings.
14. At approximately 3am on the Wednesday I inspected the basement and observed that the water was 2 steps below the halfway point of the staircase from B2 to B1.



15. Between approximately 7-8am on the Wednesday my son and I decided to evacuate. At this stage the water was several centimetres below my apartment's verandah, which is around 10cm below the floor level of the apartment. We managed to make it out through the flood waters before our unit was flooded. We had to wade out to the road and the vehicle we were in momentarily lost control through the water on the road as we left. I am able to produce photographs of the progressively rising flood waters and its effect on the complex.

**Exhibit: Series of photographs depicting flooding at Tennyson Reach apartment complex between 11-12<sup>th</sup> January 2011.**

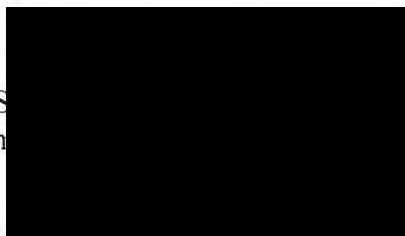
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16. The flood waters reached a height of at least 0.65 metres in my unit and both basement floors were flooded. As a result I lost a significant amount of my contents and fixtures (the gyprock walls, for example, had to be replaced) that were in the unit and my garages.

**Exhibit: Series of images depicting flood damage to unit 4102 / 205 King Arthur terrace, Tennyson**

**Marked Exhibit No/...**

17. My children and I had to find alternate accommodation as my apartment was unliveable due to the damage to the unit and the essential services. I made a number of inquiries with the body corporate and MIRVAC as to what was going to happen to the ground floor units. The developer held two meetings with the ground floor residents to address this. During the meeting the residents expressed their concerns and asked for the apartments to be repaired and we were told that they may re-instate the apartments but that a final decision would be made by Mirvac's board.



18. On or about the 21<sup>st</sup> January 2011 I received a letter of offer from MIRVAC which stated that they would repair all the ground floor units as a gesture of good will. I am able to produce this letter.

**Exhibit: Letter to Julie SAVAGE from MIRVAC Limited with regards to damage to unit 4102 King Arthur Terrace, Tennyson**

**Marked Exhibit No/...**

19. I subsequently agreed to this offer and building commenced on the complex. We eventually moved back into our apartments at the end of June 2011

20. I was pleased that MIRVAC was going to repair the units but financially and emotionally I have still suffered.

J.SAVAGE

**Justices Act 1886**

I acknowledge by virtue of section 110A(5)(c)(ii) of the Justices Act 1886 that:

- (1) This written statement by me dated 25/08/2011 and contained in the pages numbered 1 to 9 is true to the best of my knowledge and belief; and
- (2) I make this statement knowing that, if it were admitted as evidence, I may be liable to prosecution for stating in it anything that I know is false.

.....Signature

Signed at .....Brisbane.....this 21<sup>st</sup> day of September 2011

Witness Signature of officer .....  
Page Number



Realty

Building & Property Managers

201/197 King Arthur Terrace  
Tennyson Qld 4105  
PO Box 3153 Yeronga Qld 4104

T (07) 3848 3424 F (07) 3892 5509  
E [info@tennysonreachrealty.com.au](mailto:info@tennysonreachrealty.com.au)  
W [www.tennysonreachrealty.com.au](http://www.tennysonreachrealty.com.au)

11<sup>th</sup> January 2011

Dear Owners/Residents,

With regards to the pending potential flooding of the Brisbane River, the Body Corporate has reviewed our emergency strategy for Tennyson Reach. Peak flood level of 3.15m is expected at 2.00pm Wednesday 12<sup>th</sup> January 2011.

The Tennyson Reach buildings have been designed to prevent water inundation to the basement levels up to an 8.4m tide. Therefore, we are not expecting any problems with the basement carpark unless flood waters are considerably higher than current expectations.

However we anticipate the walkway adjacent to the river will be covered in water at some time. This should not be a cause for alarm as the river must rise much higher before penetration into the basement occurs.

Emergency pumps will activate should water enter the basement however, these pumps will not work if mains power is interrupted to Tennyson Reach. We have now purchased emergency generators that will allow alternative power to the water pumps if this scenario occurs.

The lifts will continue to work to both B1 and B2 however, should flooding occur to the basement, there are sensors in place preventing the lifts from working and the lift will remain stopped at Level 1.

If power is lost to the Tennyson Reach area, emergency power to lighting of stairwells will operate on battery power for a period of approximately 4 hours. Please keep your keys with you at all times to access stairwells if there is a power failure.

As an added precaution we have arranged for the Security Guard to be on site throughout the night to check the pumps and provide extra support.

Should you require any additional information or assistance, please feel free to contact any of the following at any time:

*	Ron Leslie	0438 155 106
*	Darren Lynch	0402 361 651
*	Steven Bridges	0439 883 988
*	Chrissie Buchanan	0412 876 205

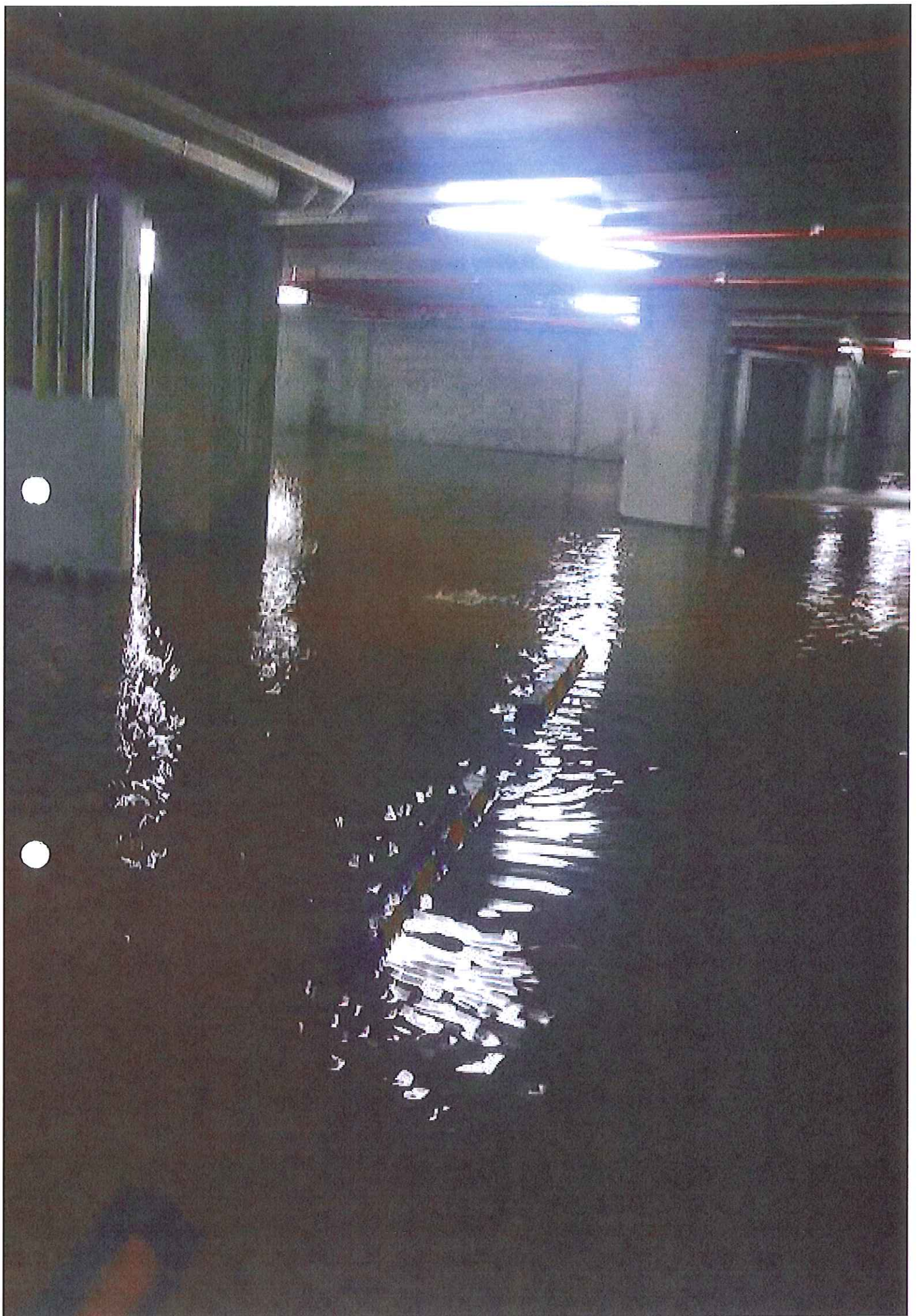
We will keep you informed as any further developments occur.

Yours sincerely,  
For and behalf of the Body Corporate  
Tennyson Reach CTS 39925



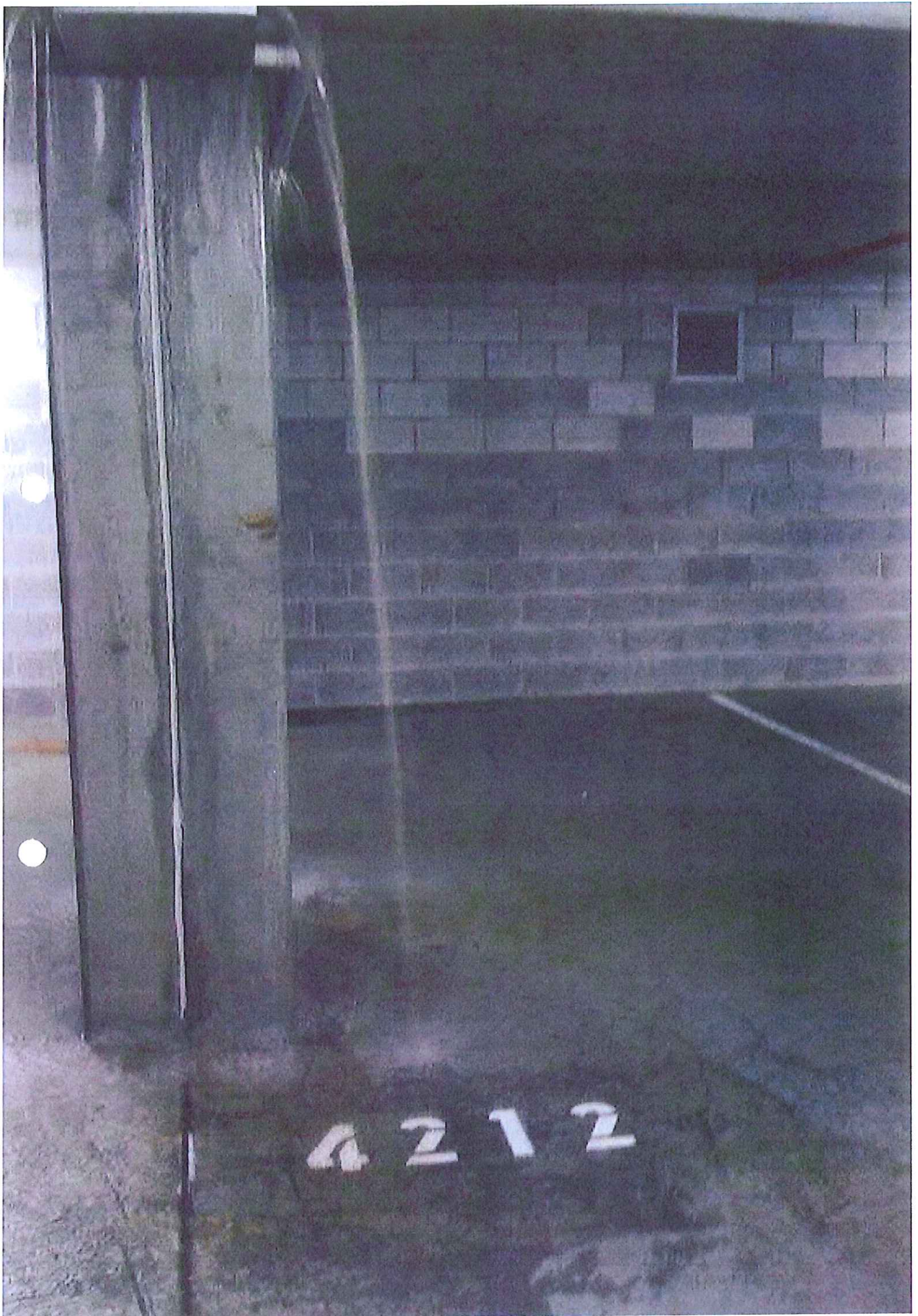












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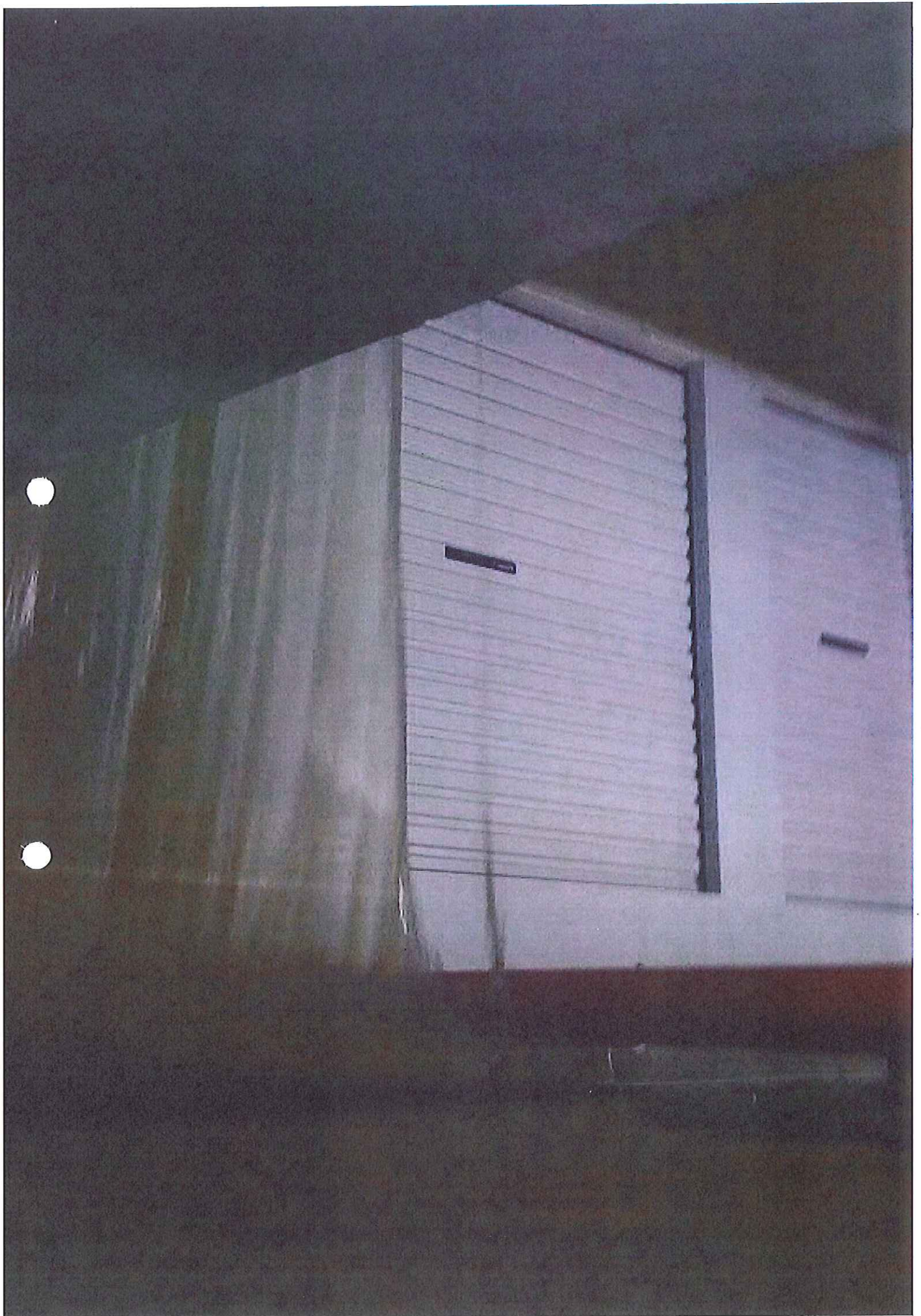












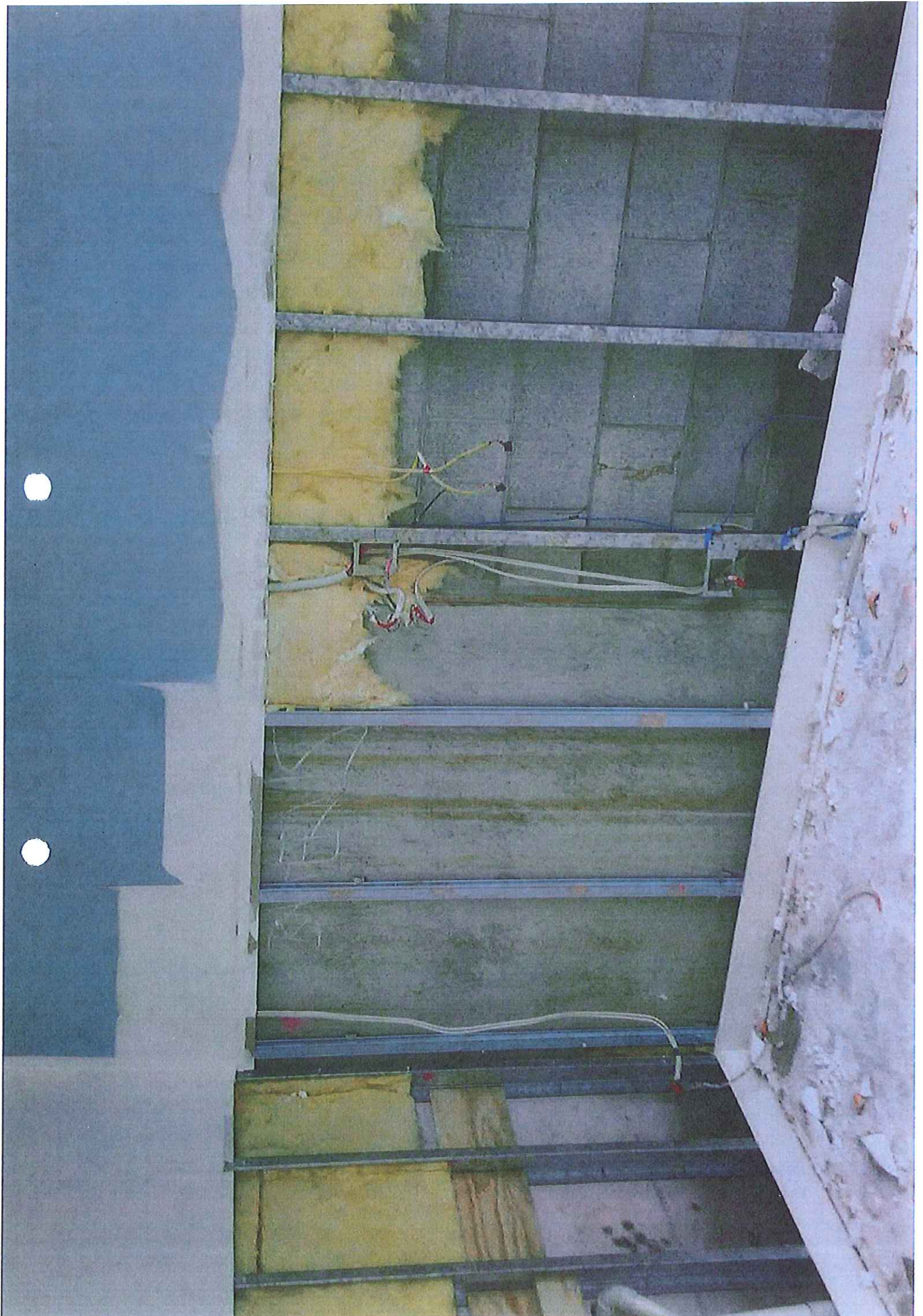










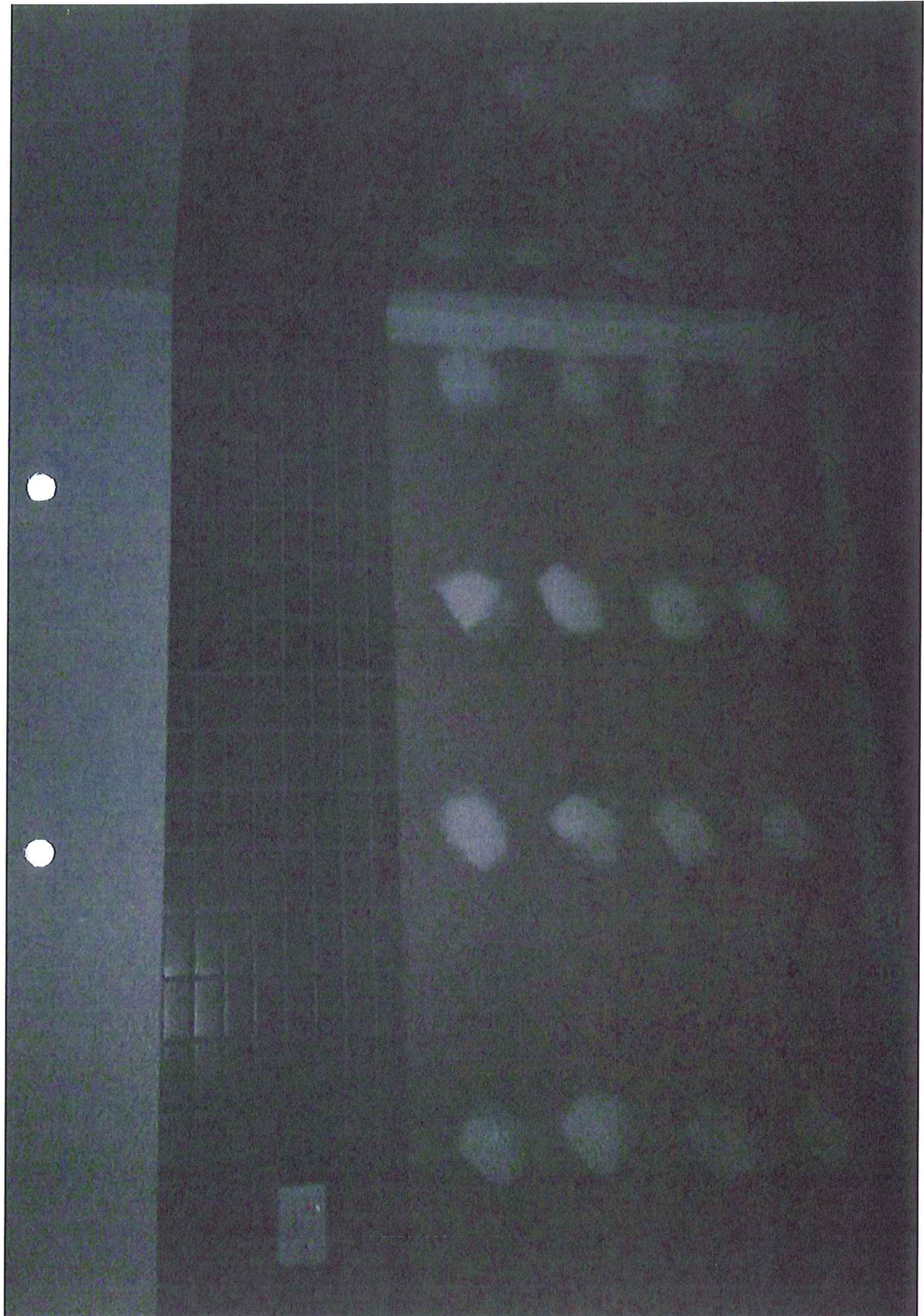


















21 January 2010

Julie Savage

[REDACTED]  
TENNYSON QLD 4105

Dear Julie,

**FLOOD DAMAGE – [REDACTED] TENNYSON REACH**

Further to our recent discussions, the purpose of this letter is to formalise the offer extended by Mirvac Constructions (Qld) Pty Limited ('Mirvac') to assist you with the rectification of your apartment following the damage suffered during the recent floods.

At the outset, we need to emphasise that this offer is made as a gesture of good will and in recognition of the importance that the Mirvac Group places on our relationship with our customers and a desire to support those customers in this time of hardship. We are obliged to state that the offer is not an admission of any fault or liability on the part of any member of the Mirvac Group in relation to the flood damage and we have every confidence that the design and buildings within Tennyson Reach comply with or exceed all applicable building standards and design guidelines.

**1. Offer**

Subject to the remainder of this letter, Mirvac shall rectify damage to the original finishes and fixtures of your apartment caused during the recent floods to a standard consistent with industry standards and based on the finishes and fixtures that were originally specified in your contract for sale with Mirvac Queensland Pty Ltd.

Where necessary, items that cannot be rectified will be replaced including built-in appliances that are damaged beyond repair.

Mirvac estimates that the rectification works will cost in the vicinity of \$205,000 but confirms that as detailed below the rectification and repair will be carried out at no cost to you except to the extent that insurance proceeds are available.

**2. Scope**

At this point in time, it is not possible to provide a definitive scope of works or list of items that will be repaired or replaced. Once rectification works are underway we anticipate that we will obtain greater clarity as to items that need rectification and repair. Flood waters were approximately 600mm high throughout your apartment and therefore the works will largely address items affected below this level.

However, by way of an indicative scope, we envisage undertaking rectification or repair works to the following:

- (a) kitchen joinery and built-in appliances;

- (b) bathroom and ensuite joinery;
- (c) built in wardrobes;
- (d) wall linings;
- (e) cleaning of glazing framework and subsills;
- (f) external built in BBQs;
- (g) painting; and
- (h) cleaning stone floor tiles.

Please note that joinery and fixtures (including wear and tear) above flood levels and not impacted by the flood waters will not be replaced or repaired by Mirvac as part of the rectification works. While Mirvac will attempt to minimise any differences it is possible that there will be some minor variations between finishes as a result.

### **3. Owner modifications**

You will appreciate that the Mirvac offer does not extend to the rectification or replacement of modifications, fixtures, fittings, carpets and improvements installed by you.

The rectification or repair of those items will remain your responsibility but Mirvac will work co-operatively with your nominated contractor in relation to those repairs.

You will also appreciate that the contemplated repair and rectification works may entail some reasonably substantial works and could necessitate the removal of modifications installed by you. As part of your acceptance of the offer contained in this letter, you authorise us to remove any modifications or fixtures installed by you as necessary to undertake the rectification works. Where your modifications or fixtures are removed, Mirvac will not be responsible for re-instating those items or for any damage caused to them by removal.

To enable Mirvac to commence works, please provide us with a list of modifications you have undertaken to the apartment.

### **4. Access**

In order to undertake the works, Mirvac will need to obtain exclusive and unfettered access to the apartment.

We appreciate that you, as owner of the apartment, may want to access the apartment from time to time to inspect the repair and rectification works and check on progress. We will endeavour to accommodate any access requests subject to any safety considerations.

As mentioned above, we will also co-ordinate access for works being undertaken by any contractors you nominate to undertake repair works to your modifications.

### **5. Warranties**

New warranties will be made available to you in relation to all new items which are installed as part of the rectification works. The flooding and subsequent rectification works may however have some impact on the warranties originally provided to you.



Mirvac is not able to advise you as to the position on any of the original warranties and we recommend that you undertake your own investigations in that respect.

#### **6. Payment and insurance**

As stated above, Mirvac is undertaking the rectification of your apartment as a gesture of goodwill and on the basis that the works will be carried out at no personal cost to you.

The amount payable to Mirvac for the rectification works will be the actual costs incurred by Mirvac for those works, but this amount is capped at the amount that you can recover from insurance. If you cannot recover under any insurance policy, you do not have to pay for any rectification works.

Mirvac expects that you will equally extend your goodwill to Mirvac and in that regard, to the extent that you are able to make a claim under an insurance policy, it is our expectation that you will make a claim on that policy, pay any claim to Mirvac and assist us where possible in any discussions with your insurer for re-imburement of costs incurred by Mirvac in undertaking the rectification works for those fixtures and fittings specified in your original contract for sale.

Our understanding is that carpets and various other items will be covered by a home and contents policy and therefore replacement or rectification of carpets or other items covered by an insurance policy are excluded from this offer.

It would be appreciated if you would provide to Mirvac a copy of any relevant insurance policies.

#### **7. Timing**

The time that it will take Mirvac to undertake the rectification works will obviously be dependant on the extent of the works and when Mirvac is able to obtain access to the apartment.

Mirvac will take all reasonable steps to expedite the works but at this stage we estimate that the works will take 3 - 4 months to complete.

The availability of tradesmen and suppliers is also going to have an immediate impact on Mirvac's ability to undertake the rectification works. We confirm that we presently have trades contractors who are ready to commence works immediately but, due to the amount of work available in Brisbane at this time, that situation is not likely to last. If tradesmen are not secured in the very near future then it is likely to take considerably longer to undertake the rectification works.

#### **8. Interim accommodation**

During the time in which the rectification works are undertaken and in order to minimise inconvenience to you, Mirvac will make available to you an alternative apartment at Tennyson Reach.

You will not be required to pay rent on your interim accommodation for the period of the rectification works.

To discuss the alternative accommodation arrangements while rectification works are undertaken, please contact Kathryn Young [REDACTED].

#### **9. What you need to do now**

To accept the offer from Mirvac as detailed above, simply sign and return the attached copy of this letter where indicated.

Because of the need to secure tradesmen as soon as possible to minimise the time it will take to complete the works, if you would like to accept the offer, we ask that you use your best endeavours to do so by close of business on Monday 24 January 2011.

By way of summary and without detracting from the above, by accepting this offer you:

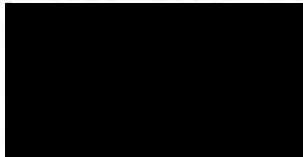
- grant Mirvac exclusive possession of the apartment to enable Mirvac to undertake the rectification works;
- authorise Mirvac to remove any fixtures or modifications to the apartment that you may have made where removal is necessary to undertake the rectification works;
- acknowledge that Mirvac will not be responsible for the repair or reinstatement of any modifications or fixtures installed by you or items which did not suffer flood damage; and
- acknowledge that Mirvac will pay the cost of the repair and reinstatement of flood damage other than the cost of any repair or reinstatement of any item covered by your insurance policy.

As soon as possible after accepting the offer, Mirvac needs you to:

- (a) provide a list of all modifications or fixtures that you have made to the apartment;
- (b) advise Mirvac of all items of fitout/appliances that were originally installed in your apartment which you removed from your apartment prior to the flood as these items will be reinstated in the apartment as part of the rectification works; and
- (c) make all available claims under your insurance policy relating to repair and reinstatement of flood damage.

Once again, Mirvac extends its sympathy to you at this difficult time. We are pleased to be able to make this offer to you as a valued customer and we hope that this provides you with some assistance in dealing with the consequences of this serious and unexpected natural disaster.

Yours sincerely



**Matthew Wallace**  
Chief Executive Officer  
Development Queensland

Direct +61 7 3859 5873  
Mobile +61 (0)402 054 582  
Email matthew\_wallace@mirvac.com