



Functional Separation Undertaking

given by Myport Pty Ltd to the Australian Competition and Consumer Commission under section 151A of the *Telecommunications Act 1997* (Cth).

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1 Definitions and interpretation

1.1 Definitions

In this Undertaking, unless the contrary intention appears:

- (1) **ACCC** means the Australian Competition and Consumer Commission.
- (2) **Act** means the *Telecommunications Act 1997* (Cth).
- (3) **Business Day** means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed.
- (4) **Effective Date** means that date specified in clause 3.1.
- (5) **Expiry Date** means that date specified in clause 4.
- (6) **Gigafy** means Myport Pty Ltd (ABN 32 121 129 280).
- (7) **Gigafy Retail** has the meaning in clause 6.1(1).
- (8) **Gigafy Wholesale** has the meaning in clause 6.1(2).
- (9) **Implementation Date** means the date that is 12 months after the Effective Date.
- (10) **Protected Information** means confidential or commercially sensitive information (as the context requires):
 - (a) relating to a wholesale customer (other than Gigafy Retail), or a customer of a wholesale customer, and which Gigafy Wholesale obtains for the purpose of, or in the course of, supplying services to that wholesale customer; or
 - (b) which Gigafy Retail obtains from a carrier or a carriage service provider (other than Gigafy Wholesale) for the purpose of, or in the course of, acquiring services from that carrier or carriage service provider.
- (11) **Regulatory Event** means any statute or statutory instrument that:
 - (a) repeals Part 8 of the Act; or
 - (b) amends the requirements for a functional separation undertaking under the Act.
- (12) **Related Body Corporate** has the meaning given in the *Corporations Act 2001* (Cth).
- (13) **Retail Activities** has the meaning in clause 8.1.
- (14) **Shared Corporate Services** means corporate services which are provided to support the general functions of Gigafy, such as:
 - (a) corporate governance and senior executive leadership (including by directors and senior executives);
 - (b) finance, accounting and treasury;
 - (c) human resources;
 - (d) legal, regulatory and media/public relations;

- (e) marketing communications;
 - (f) internal IT support services;
 - (g) board support and corporate strategy;
 - (h) procurement and facilities management; and
 - (i) any other services that are ancillary or related to the services described above.
- (15) **Statutory Infrastructure Provider** has the meaning given in Section 360A of the *Telecommunications Act 1997*.
- (16) **Transition Period** means the period between the Effective Date and the Implementation Date.
- (17) **Undertaking** means this document, including any schedule, appendix, or annexure to it.
- (18) **Wholesale Activities** has the meaning in clause 8.2.
- 1.2 A term or expression used in this Undertaking, which is defined in the Act, but is not defined in clause 1.1 has the meaning given to it in the Act.
- 1.3 **Interpretation**
- (1) In this Undertaking, reference to:
 - (a) one gender includes the others;
 - (b) the singular includes the plural and the plural includes the singular;
 - (c) a person includes a body corporate;
 - (d) a party includes the party's executors, administrators, successors and permitted assigns;
 - (e) a thing includes the whole and each part of it separately;
 - (f) a statute, regulation, code or other law or a provision of any of them includes:
 - (i) any amendment or replacement of it; and
 - (ii) another regulation or other statutory instrument made under it, or made under it as amended or replaced.
 - (2) The words "including", "such as", "particularly" and similar expressions are not used as, nor are intended to be, interpreted as words of limitation.
 - (3) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
 - (4) Headings and any table of contents or index are for convenience only and do not form part of this Undertaking or affect its interpretation.
 - (5) If an act must be done on or by a specified day which is not a Business Day, it must be done instead on or by the next Business Day.

2 Application

2.1 This Undertaking is given by Gigafy to the ACCC under section 151A(1) of the Act.

3 Effective date

3.1 This Undertaking comes into force on the day after this Undertaking is accepted by the ACCC (**Effective Date**).

3.2 Clauses 1 to 6, 17, 18, 19, 22 and 25 of this Undertaking take effect on and from the Effective Date.

3.3 Clauses 7 to 16, 21, 23 and 24 of this Undertaking take effect on and from the Implementation Date.

3.4 During the Transition Period, Gigafy will use reasonable endeavours to take such steps as are necessary to ensure Gigafy can comply with clauses 7 to 16, 21, 23 and 24 of this Undertaking on and from the Implementation Date. If Gigafy fails to comply with these clauses on and from the Implementation Date it will be in breach of this Undertaking.

3.5 Regardless of the implementation of clauses identified in 3.3, Gigafy commits to providing wholesale and non-discriminatory access immediately from the Effective Date to those sites that are listed in Appendix A of this Undertaking and:

- (1) All other sites where it is the Statutory Infrastructure Provider on and from the Effective Date, and
- (2) All other sites that came into existence after the amendments to Part 8 of the Act took effect on 25 August 2020.

4 Expiry date

This Undertaking will expire on the date that is 5 years after the Effective Date, unless otherwise varied or revoked.

5 Revocation of the Undertaking

If a Regulatory Event occurs, Gigafy will meet with the ACCC to discuss the implications of the Regulatory Event and Gigafy may:

- (1) request the ACCC, in writing, to revoke this Undertaking (in which case, Gigafy will indicate to the ACCC why this Undertaking is no longer required, appropriate or necessary).
- (2) propose amendments to this Undertaking, or propose a new Undertaking, to address the Regulatory Event which the ACCC will consider in accordance with the Act.

6 Identification of Gigafy Retail and Gigafy Wholesale

6.1 For the purpose of this Undertaking:

- (1) **Gigafy Retail** means the single Gigafy retail business unit, functionally separate from Gigafy wholesale operations as per this Undertaking.
- (2) **Gigafy Wholesale** means the single Gigafy wholesale business unit, functionally separate from Gigafy retail operations as per this Undertaking.

7 Arm's length functional separation

7.1 Gigafy will maintain a single wholesale business unit (Gigafy Wholesale) and a single

retail business unit (Gigafy Retail) from the Implementation Date until the Expiry Date.

7.2 Gigafy will maintain arm's length functional separation between Gigafy Retail and Gigafy Wholesale by ensuring that those business units have separate and dedicated functions and activities as set out in clause 8.

7.3 Gigafy Retail and Gigafy Wholesale will receive Shared Corporate Services, or the benefit of Shared Corporate Services subject to the restrictions in clause 20.4.

8 Activities

8.1 Gigafy Retail will undertake the following **Retail Activities**:

- (1) marketing, sale and supply of local access line services to retail customers and prospective retail customers;
- (2) supply of other value-added services to retail customers;
- (3) taking of service orders from retail customers for activation and provisioning;
- (4) processing and implementing requests to amend or disconnect services from retail customers;
- (5) billing of retail customers;
- (6) setting of retail prices and non-price terms and conditions; and
- (7) responding to network and service escalations from retail customers.

8.2 Gigafy Wholesale will undertake the following **Wholesale Activities**:

- (1) marketing, sale and supply of local access line services to wholesale customers and prospective wholesale customers;
- (2) receipt of orders from wholesale customers, service activation and provisioning;
- (3) billing of wholesale customers;
- (4) processing and implementing requests to connect or disconnect services from wholesale customers;
- (5) processing and implementing requests to amend services or churn services in accordance with relevant industry codes;
- (6) setting of wholesale prices, non-price terms and conditions, and promotions;
- (7) responding to network, systems and service escalations from Gigafy Retail and wholesale customers;
- (8) processing and implementing requests for local number portability;
- (9) technical network infrastructure planning, design, implementation and support services; and
- (10) line fault detection, handling and rectification.

8.3 Gigafy undertakes that:

- (1) Gigafy Retail will not perform Wholesale Activities; and
- (2) Gigafy Wholesale will not perform Retail Activities.

9 Separate Branding

- 9.1 Gigafy Retail and Gigafy Wholesale will each operate their respective business units under separate branding.
- 9.2 Gigafy Wholesale will operate under the existing Gigafy brand.
- 9.3 Gigafy Retail will operate under a Gigafy Retail brand (eg, Myport) that will be distinct from the Gigafy Wholesale brand and not include the word 'Gigafy' or any variation of it.

10 Staff of Gigafy Wholesale and Gigafy Retail

- 10.1 Except to the extent provided in clause 7.3, Gigafy will ensure that the workers who perform their duties for Gigafy Wholesale are different from the workers who perform their duties for Gigafy Retail.
- 10.2 Notwithstanding the exception in clause 10.1, Gigafy will ensure that:
- (1) The staff of Gigafy Wholesale will not be subject to senior management direction by the leadership of Gigafy Retail.
 - (2) The staff of Gigafy Retail will not be subject to senior management direction by the leadership of Gigafy Wholesale.

11 Staff locations

- 11.1 Subject to the exceptions set out in clause 11.2, the staff engaged by Gigafy Retail and Gigafy Wholesale will be separated via premises (or parts of premises) that are physically separated. However, such staff are not required to be located in separate buildings.
- 11.2 Subject to the information sharing obligations in clause 20, the exceptions include:
- (1) in respect of Gigafy Wholesale, a staff member of Gigafy Wholesale being authorised to enter the parts of premises where staff of Gigafy Retail are located for the purposes of meeting with a staff member of Gigafy Retail, provided that Gigafy Wholesale staff member is accompanied by a Gigafy Retail staff member to the extent practicable while in the premises (or parts of premises); and
 - (2) in respect of Gigafy Retail, a staff member of Gigafy Retail being authorised to enter the parts of premises where staff of Gigafy Wholesale are located for the purposes of meeting with a staff member of Gigafy Wholesale, provided that Gigafy Retail staff member is accompanied by a Gigafy Wholesale staff member to the extent practicable while in the premises (or parts of premises).

12 Staff transfers

- 12.1 Staff may only transfer between Gigafy Retail and Gigafy Wholesale if:
- (1) the relevant staff member has been made aware of their obligations under this Undertaking, including through training conducted in accordance with this Undertaking; and
 - (2) such transfer is appropriately documented (e.g. by way of a register).

13 Remuneration

- 13.1 Gigafy may implement incentive remuneration structures based in whole or part on the overall performance of Gigafy.

- 13.2 Subject to clause 13.1, Gigafy will not implement any incentive remuneration structures:
- (1) for staff of Gigafy Retail, which directly reflect or are determined by the performance of Gigafy Wholesale; and
 - (2) for staff of Gigafy Wholesale, which directly reflect or are determined by the performance of Gigafy Retail.

14 Shared Corporate Services Staff

- 14.1 Staff engaged in Shared Corporate Services will not be subject to senior management direction by the leadership of Gigafy Retail or Gigafy Wholesale.
- 14.2 The employing entity for Shared Corporate Services staff will be Gigafy.
- 14.3 Shared Corporate Services staff will provide services to Gigafy Retail and Gigafy Wholesale in accordance with this Undertaking and subject to the restrictions in clause 10.1, 10.2 and 20.4.

15 Gigafy companywide events

Gigafy may conduct customary corporate group events, including Gigafy-wide staff briefings, social functions, and other team events such as those aimed at encouraging the development of a team culture. Such events will be open to and may be attended by staff of both Gigafy Wholesale and Gigafy Retail. Protected Information is not to be shared or disclosed at these events.

16 Separate systems and accounts

- 16.1 Except to the extent specified in clause 16.2, Gigafy will ensure that Gigafy Wholesale and Gigafy Retail will have separate:
- (1) operational support systems;
 - (2) business support systems; and
 - (3) communications systems.
- 16.2 To the extent the systems referred to in clause 16.1 are not separate, access restrictions (including information barriers) and information sharing protocols will be established and maintained in respect of those systems to prevent the sharing of information between Gigafy Wholesale and Gigafy Retail (or Gigafy Retail and Gigafy Wholesale), in accordance with clause 20.
- 16.3 Gigafy will not maintain separate accounts.

17 Documenting pricing

- 17.1 Gigafy will ensure that the terms and conditions relating to price or a method of ascertaining price, and other terms and conditions on which Gigafy Wholesale supplies local access line services to Gigafy Retail are documented.

18 Publication of Gigafy Wholesale terms and conditions

- 18.1 Gigafy will publish on its website:
- (1) the terms and conditions relating to price or a method of ascertaining price; and

- (2) other terms and conditions,

on which Gigafy Wholesale offers to supply local access line services to:

- (3) Gigafy Retail; and
- (4) Gigafy's wholesale customers or prospective wholesale customers.

19 Requirement to supply

19.1 Gigafy undertakes that if requested to do so by a wholesale customer or prospective wholesale customer, Gigafy Wholesale will:

- (1) supply a local access line service to the wholesale customer or prospective wholesale customer; and
- (2) do so on the terms and conditions that were published on Gigafy Wholesale's website (as applicable) at the time when the request was made.

20 Information sharing obligations

20.1 *Undertakings regarding sharing information*

- (1) Gigafy will ensure that information provided to Gigafy Wholesale by Gigafy's wholesale customers (other than Gigafy Retail) is not disclosed to Gigafy Retail.
- (2) Gigafy will ensure that Gigafy Retail does not obtain, access or use information provided to Gigafy Wholesale by Gigafy's other wholesale customers.
- (3) Gigafy will ensure that information provided to Gigafy Retail by a carrier or carriage service provider is not disclosed to Gigafy Wholesale. This does not apply to information of a kind specified in a determination under section 151A(13) of the Act.
- (4) Gigafy will ensure that Gigafy Wholesale does not obtain, access or use information provided to Gigafy Retail by a carrier or carriage service provider. This does not apply to information of a kind specified in a determination under section 151A(13) of the Act.

20.2 Subject to clause 20.1, Gigafy Retail is permitted to:

- (1) share information provided to it by a carrier or carriage service provider that constitutes:
 - (a) terms and conditions relating to price or a method of ascertaining price in respect of the provision of a local access line service on a wholesale basis;
 - (b) other terms and conditions relating to provision of a local access line service on a wholesale basis; or
 - (c) current or proposed network coverage information including maps and network ownership information relating to the provision of a local access line service on a wholesale basis;with Gigafy Wholesale for the purposes of Gigafy Retail obtaining an equivalent offer from Gigafy Wholesale in respect of a local access line service on a wholesale basis; and
- (2) share with Gigafy Wholesale the following information obtained from a carrier or carriage service provider:
 - (a) practices, procedures or other guidance relating to the maintenance and continuity of business operations in emergency scenarios;

- (b) a request to access the infrastructure of Gigafy Wholesale for the purpose of maintaining network resilience or the continuity of business operations; and
- (c) practices, procedures or other guidance relating to compliance with relevant regulatory obligations.

20.3 *Steps to prevent sharing of information between Gigafy Wholesale and Gigafy Retail*

Gigafy undertakes that Gigafy Retail and Gigafy Wholesale will take the following steps to restrict the sharing of information:

- (1) maintain separate systems, to the extent provided for in clause 16;
- (2) ensure staff are separated to the extent provided for in clause 11;
- (3) implement information sharing protocols that reflect the prohibitions in the Undertaking on the sharing of information; and
- (4) all Gigafy Wholesale and Gigafy Retail staff (including any contractors) will receive training to ensure information sharing protocols are understood.

20.4 *Restrictions on staff providing Shared Corporate Services*

- (1) Staff providing Shared Corporate Services (including any contractors):
 - (a) must not divulge any Protected Information to Gigafy Retail or Gigafy Wholesale (as applicable) in the course of providing services;
 - (b) are subject to information sharing protocols to ensure that information is not shared between Gigafy Retail and Gigafy Wholesale; and
 - (c) will receive relevant training to ensure information sharing protocols are understood.

21 Wholesale customer interfaces

- 21.1 Gigafy undertakes to use the same customer interface for dealings between Gigafy Wholesale and Gigafy's wholesale customers (other than Gigafy Retail), as Gigafy uses for the dealings between Gigafy Wholesale and Gigafy Retail.
- 21.2 Gigafy Wholesale may use different customer interfaces for different products and services.
- 21.3 If Gigafy Wholesale uses more than one customer interface, Gigafy Wholesale must ensure that the requirements of clause 21.1 are met for each customer interface.

22 Compliance Plans

- 22.1 Gigafy will prepare a plan (**Compliance Plan**) setting out actions to be taken by Gigafy, for the purpose of ensuring that Gigafy complies with this Undertaking.
- 22.2 Gigafy will provide the ACCC with a draft Compliance Plan within 30 Business Days after the Effective Date (as provided for in clause 3.1).
- 22.3 Gigafy will provide the ACCC with a copy of its Compliance Plan within three months of the Effective Date (as provided in clause 3.1).
- 22.4 The Compliance Plan will outline Gigafy's implementation of the commitments which take effect from the Implementation Date (as provided for in clause 3.3).

- 22.5 Gigafy will meet quarterly with the ACCC during the Transition Period to discuss its progress towards implementing steps necessary to ensure Gigafy will comply with all of the commitments in this Undertaking on and from the Implementation Date.
- 22.6 Gigafy will give the ACCC a copy of any variation to the Compliance Plan within 10 Business Days of implementing such variation.

23 Compliance reports

- 23.1 Gigafy will give to the ACCC annual reports (**Compliance Reports**) that:
- (1) relate to Gigafy's compliance with this Undertaking; and
 - (2) are in a form approved in writing by the ACCC.
- 23.2 Gigafy will provide all reasonable assistance and respond to any reasonable request made by the ACCC for the purposes of audits undertaken by the ACCC to verify compliance with this Undertaking by the ACCC.
- 23.3 Each of the Compliance Reports will be provided within 30 days of the end of each Financial Year.

24 Compliance Training

- 24.1 Gigafy will ensure that yearly practical training is undertaken by all relevant staff whose duties could result in them being engaged in conduct that may contravene this Undertaking and Gigafy's obligations under Part 8 of the Act.
- 24.2 Gigafy (including Gigafy Retail and Gigafy Wholesale and staff providing Shared Corporate Services) will maintain written records of this training.
- 24.3 Gigafy will ensure that awareness of issues relating to compliance with this Undertaking forms part of the induction of any new Gigafy directors, executives, and staff whose duties could result in them being engaged in conduct that may contravene any part of this Undertaking.

25 Fundamental provisions

The provisions in clauses 7.1, 7.2, 17.1, 18.1, 19.1 and 20.1 of this Undertaking are fundamental provisions.

Appendix A – Gigafy Sites Activated since 25 August 2020 or Where Gigafy is SIP

| Venue Name | Address | Suburb | State | Postcode |
|----------------------------------|-----------------------|---------------------|-------|----------|
| Albermarle St | 38 Albermarle Street | Kensington | VIC | 3031 |
| Alke Apartments | 89-93 Atherton Road | Oakleigh | VIC | 3166 |
| Amersham | 8 Amersham Street | West End | QLD | 4101 |
| Arbor Apartments Milton | 13 Railway Terrace | Milton | QLD | 4064 |
| Atrium | 8 Starling Street | Buderim | QLD | 4556 |
| Aura Milton | 19 Railway Terrace | Milton | QLD | 4064 |
| Avalon by Mosaic | 100 Duporth Avenue | Maroochydore | QLD | 4558 |
| Bela by Mosaic | 43 Peerless Avenue | Mermaid Beach | QLD | 4218 |
| Botanica & Forest Edge | 14 High Street | Sippy Downs | QLD | 4556 |
| Brooklyn @ Varsity | 190 Varsity Parade | Varsity Lakes | QLD | 4227 |
| Brooklyn on Brookes | 128 Brookes Street | Fortitude Valley | QLD | 4006 |
| Cello | 5 Flora Street | Greenslopes | QLD | 4120 |
| Central | 6 High Street | Sippy Downs | QLD | 4556 |
| Communa on Carl | 27 Carl Street | Woolloongabba | QLD | 4102 |
| Curve Birtinya | 1 Prosperity Drive | Warana | QLD | 4575 |
| Enclave - Orleigh | 321 Montague Road | West End | QLD | 4101 |
| Ephraim Island | Ephraim Island Parade | Paradise Point | QLD | 4216 |
| Evo Apartments | 109 Manningham Street | Parkville | VIC | 3052 |
| Feehan Row | 1 McPherson Street | Moonee Ponds | VIC | 3039 |
| First Bay by Mosaic | 131 Coolum Terrace | Coolum Beach | QLD | 4573 |
| Goodrich Lodge - Murrumba Downs | 1 Goodrich Road West | Murrumba Downs | QLD | 4503 |
| Grace by Mosaic | 6 Second Avenue | Burleigh Heads | QLD | 4220 |
| Henry by Mosaic | 186 Clarence Road | Indooroopilly | QLD | 4068 |
| High Street | High Street | Sippy Downs | QLD | 4556 |
| Home Richmond & Richmond Traders | 246 Church Street | Richmond | VIC | 3121 |
| Home Southbank | 256 City Road | Southbank | VIC | 3006 |
| Horton Apartments | 1 Mungar Street | Maroochydore | QLD | 4558 |
| Hudson on the Park | 10 High Street | Sippy Downs | QLD | 4556 |
| Ingenia Eight Mile Plains | 27 Holmead Road | Eight Mile Plains | QLD | 4113 |
| Koko Broadbeach | 12 Elizabeth Avenue | Broadbeach | QLD | 4218 |
| Lato Baia | 80 Berrima Street | Wynnum | QLD | 4178 |
| LaVida on Anzac | 41 Anzac Avenue | Redcliffe | QLD | 4020 |
| LIV Indigo | 2d Figtree Drive | Sydney Olympic Park | NSW | 2127 |
| LIV Munro | 101 Therry Street | Melbourne | VIC | 3000 |
| Luminare Newstead | 20 Festival Place | Newstead | QLD | 4006 |
| M&A Apartments | 25 Connor Street | Fortitude Valley | QLD | 4006 |
| Market Lane | 9 Market Lane | Maroochydore | QLD | 4558 |
| Montague Markets | 405 Montague Road | West End | QLD | 4101 |
| Nero Newstead | 71 Doggett Street | Newstead | QLD | 4006 |
| Opus Broadbeach | 16 Chelsea Avenue | Broadbeach | QLD | 4218 |
| Panorama Apartments | 39 Mayne Road | Bowen Hills | QLD | 4006 |
| Parkwoods Apartments | 45 Botanica Drive | Sippy Downs | QLD | 4556 |
| Perry House | 6 Edmondstone Road | Bowen Hills | QLD | 4006 |
| Pinnacle Portside Wharf | 37D Harbour Road | Hamilton | QLD | 4007 |

| | | | | |
|-----------------------------------|-----------------------------|---------------------|-----|------|
| Raceview Townhouses | 82 Cascade Street | Raceview | QLD | 4305 |
| Realm Caulfield | 10 Station Street | Caulfield North | VIC | 3161 |
| Riverscape Apartments | 18 Bright Street | Kangaroo Point | QLD | 4169 |
| Sage Apartments | 31 Bourton Road | Merrimac | QLD | 4226 |
| Sayre by Mosaic | 28 Gallway Street | Windsor | QLD | 4030 |
| Seasons Sinnamon Park | 147 Oldfield Road | Sinnamon Park | QLD | 4073 |
| Skyneedle - Halo | 33 Manning Street | South Brisbane | QLD | 4101 |
| Solarino House | 212 Albion Street | Brunswick | VIC | 3056 |
| The Annix | 100 Stodart Terrace | Mango Hill | QLD | 4509 |
| The Forest | 454 Forest Road | Hurstville | NSW | 2220 |
| The Montague | 48 Montague Road | South Brisbane | QLD | 4101 |
| The One Residences | 8 Adelaide Street | Brisbane City | QLD | 4000 |
| The Plains | Claussen St | Browns Plains | QLD | 4118 |
| The Sinclair | 130 Wellington Road | East Brisbane | QLD | 4169 |
| The Standard | 15 Manning Street | South Brisbane | QLD | 4101 |
| The Village Coorparoo | 398 Cavendish Road | Coorparoo | QLD | 4151 |
| The Village On The Downs | 63-65 Drayton Road | Harristown | QLD | 4350 |
| Treehouse | 111 Jane Street | West End | QLD | 4101 |
| Tulloch House | 61 Saint Leger Way | Ascot | QLD | 4007 |
| Vida Apartments | 21 Buchanan Street | West End | QLD | 4101 |
| Vistas St. Lucia | 68 Sir Fred Schonell Drive | St Lucia | QLD | 4067 |
| York | 10 High Street | Sippy Downs | QLD | 4556 |
| Yungaba - Linc and Promontory | 25 Anderson Street | Kangaroo Point | QLD | 4169 |
| Zantia | 266-268 Pennant Hills Road | Thornleigh | NSW | 2120 |
| The Hedge | 5 Bermagui Crescent | Buddina | QLD | 4575 |
| Seasons Waterford | 881 Kingston Road | Waterford West | QLD | 4133 |
| One the Esplanade | 1 Esplanade | Surfers Paradise | QLD | 4217 |
| Breakers North | 50 Old Burleigh Road | Surfers Paradise | QLD | 4217 |
| River Reach | 54 MacKenzie Street | Kangaroo Point | QLD | 4169 |
| Ciana | 101 Clarence Road | Indooroopilly | QLD | 4068 |
| Springfield Student Accommodation | 37 Sinnathamby Boulevard | Springfield Central | QLD | 4300 |
| Central Cosmo Apartments | 60 Park Road | Milton | QLD | 4064 |
| Collingwood Park on West | 7 Juxgold Avenue | Collingwood Park | QLD | 4301 |
| Solarino House | 212 Albion Street | Brunswick | VIC | 3056 |
| Laguna Waters | 219 - 221 Bloomfield Street | Cleveland | QLD | 4163 |